

AGENDA

CITY OF TAYLOR, TEXAS
CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

OCTOBER 12, 2017, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. Proclamation: National Friends of the Library Week, October 15-21, 2017. (Mayor)

ANNOUNCEMENTS

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Registration forms are available at the sign in table.)

CONSENT AGENDA

(The Consent Agenda includes non-controversial and routine items that the Council may act on with one single vote. The Mayor or any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)

2. Approve Ordinance 2017-23 regarding a request for a Specific Use Permit for a yoga studio located on 6th Street. (Ashley Lumpkin)
3. Approve Ordinance 2017-15 regarding Landscape Ordinance and a tree mitigation policy. (Ashley Lumpkin)
4. Approve Ordinance 2017-26 regarding donation bins. (Ashley Lumpkin)
5. Approve minutes for September 28, 2017. (Susan Brock)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

6. Consider and take action to adopt Ordinance 2017-30 authorizing the issuance of the City of Taylor, Texas General Obligation Refunding Bonds; levying an Ad Valorem tax in support of the bonds; establishing procedures for selling and delivery of one or more series of the bonds; and authorizing other matters relating to the bonds. (Rosemarie Dennis)
7. Consider approving economic development agreement for Project Bay. (Ashley Lumpkin)
8. Consider approving economic development agreement for Project X. (Ashley Lumpkin)
9. Consider awarding Request For Qualifications (RFQ) for Heritage Park project. (Casey Sledge)
10. Consider approving lease agreement for equipment for parks maintenance. (Mike DeVito)
11. Receive Taylor Chamber of Commerce Quarterly Report for July-September, 2017. (Tia Stone)
12. Receive update on Waste Water Treatment Plant emergency repairs. (Jim Gray)
13. Receive Streets and Grounds Maintenance Plan. (Jim Gray)
14. Receive report on an employee satisfaction survey. (Kim Peterson)
15. Discuss and consider future meeting dates. (Susan Brock)
16. Receive information regarding closed/executive session guidelines. (Ted Hejl)
17. Consider proposed future agenda topics and items for discussion. (Mayor)

EXECUTIVE SESSION

18. Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
- Project Bay
 - Project X
19. Consider action from Executive Session. (Mayor)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on October 9, 2017 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

In compliance with the ADA the City Hall and Council Chambers is wheelchair accessible. Reasonable accommodations will be provided for persons attending city council meetings in need of special assistance. Please contact Susan Brock, City Clerk, at least 24 hours prior to the meeting for special assistance.

Posted By: Susan Brock Date 10/9/17
Susan Brock, City Clerk



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 1

Agenda Title: Proclamation: Friends of the Library
Week, Oct 15-21, 2017

Council Action to be taken: Presentation by Mayor

Initiating Department: Taylor Public Library

Staff Contact: Karen Ellis, Library Director

1. PURPOSE/DESCRIPTION

The Friends of the Taylor Public Library work tirelessly to promote the library and its services to the community. The Friends secure funding for the annual Summer Reading Program and provide numerous volunteer hours at these and other library events.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

National Friends of Libraries Week is observed October 15 – 21, 2017.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

1a. [Proclamation](#)

PROCLAMATION

National Friends of Libraries Week October 15-21, 2017

Whereas, Friends of the Taylor Public Library raise money that enables our library to move from good to great -- providing the resources for additional programming, support and funding for Summer Reading Program, and special events throughout the year; and

Whereas, the work of the Friends highlights the fact that our library is the cornerstone of the community providing opportunities for all; and

Whereas, the Friends understand the importance of well funded libraries and advocate to ensure that our library has the resources it needs to provide services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services;

Whereas, the Friends' gift of their time and commitment to the library sets an example for how volunteering leads to positive civic engagement and the betterment of our community;

Now, therefore, as Mayor of the City of Taylor, Texas, I do hereby proclaim October 15th – 21st, as

Friends of the Library Week

PROCLAIMED this the 12th day of October, 2017.

Brandt Rydell, Mayor



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 2

Agenda Title: Approve Ordinance 2017-23
regarding a Specific Use Permit for a yoga studio.

Council Action to be taken: Approve Ordinance

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP

1. PURPOSE/DESCRIPTION

The property owner is requesting a Specific Use Permit to allow a yoga studio to open within a building that is currently zoned MF-2 (High Density Multi-family District). The Zoning Ordinance provides an option to request a Specific Use Permit for a use not otherwise permitted by-right, and potential approval with a $\frac{3}{4}$ vote by City Council.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The proposal is to establish a yoga studio use in approximately 450 square feet of the existing structure at this property. According to the applicant, the property has never been used residentially, with possible past uses including a dry cleaner and a beer distributorship. The applicant would utilize the north (front) portion as an open studio for yoga classes. The remainder of the existing structure would be utilized privately by the applicant for non-business purposes. The space would need to be renovated to meet current Building and Fire Code requirements.

The applicant is proposing an off-site shared parking agreement with the St. Paul's Lutheran Church which maintains a paved parking at 412 West 6th Street directly across 6th Street from the property. The signed agreement is attached to the draft ordinance.

The City's Zoning Ordinance, in Table 3.8, lists a specific use – "Studio, Health/Reducing/Fitness/or Similar Service/Establishment" – as being a Permitted (P) use in the DN, B-1, B-2, B-3, and BP-2 zoning districts. It is permitted by Specific Use Permit (S) in the BP-1 District.

Chapter 11 of the Ordinance defines this use as:

Studio, Health/Reducing/Fitness - Includes, but is not limited to, an establishment which provides facilities and equipment (e.g., gymnasiums, weight rooms, swimming pools/spas, exercise apparatus, instructional classes, etc.) which are intended to promote health, fitness, weight reduction and/or similar health-related activities. Such facilities may include such accessory uses as food service, sales of sundries and apparel, and child care services, provided that such accessory uses are clearly incidental to the primary use and are for the use of studio patrons only (i.e., not the general public), No outside signage may be used to advertise accessory uses.

Section 8.2.2 allows the City Council to consider an SUP for a use not otherwise permitted by-right in a certain zoning District. The applicant is following this process to request this project.

The proposed conditions of the operation are as follows:

1. The Specific Use Permit shall be for one (1) Yoga Studio/Center use located in approximately 450 square feet in the north side of the structure.
2. The Specific Use Permit shall be for Jennifer Brown, and shall cease to be valid when/if Jennifer Brown no longer is Owner and/or Operator of the property and a Yoga Studio/Center business within the property.
3. Total maximum occupancy of the Yoga Studio/Center space shall be fifteen (15) persons, including employees/instructors.
4. One (1) on-site parking space shall be permitted on the property, on the western side in front of the sliding barn (garage) doors; see Attachment 1.
5. Off-street parking shall be provided per an Off-Site Shared Parking Agreement with the St. Paul's Lutheran Church, whereby parking at 412 West 6th Street will be permitted by the proposed use according to the standards in that agreement.
6. Yoga Class Schedule shall include a minimum 30 minute gap/window between classes so as to allow for full utilization of the parking spaces by all class attendees (students).
7. The area in front of the Yoga Studio, to the public street right-of-way edge, may be utilized for outdoor seating and decorative plantings, so long as safety measures are taken relative to vehicles, given there is no raised curb on the south side of West 6th Street in the vicinity of the property. Final design and approval of such shall be done through the Certificate of Occupancy.
8. All applicable Zoning Ordinance, Building Code, and Fire Code requirements for the establishment of the Yoga Studio/Center use shall be met during the Certificate of Occupancy process.

The Planning and Zoning Commission held a public hearing and made a recommendation of approval to be sent to City Council.

Staff recommends approval of the Specific Use Permit request, subject to the above Conditions, based on the following findings:

1. The Conditions of Approval, including the Off-Site Parking Agreement, are meant to ensure a level of development that would improve upon the existing conditions of the property, and ensure that no negative impacts arise from the proposed use.
2. While the Comprehensive Plan Future Land Use map designation is “Single Family”, and the zoning is High Density Multifamily, the existing structure/development is non-residential in nature, and there is no known history of residential use on the property.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. OTHER OPTIONS (In order of preference)
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N/A

6. ATTACHMENTS

- 2a. Ordinance
- 2b. [Aerial Map](#)
- 2c. [Current Zoning Map](#)

ORDINANCE NO. 2017-23

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT FOR PROPERTY BEING CITY OF TAYLOR, BLOCK 41, LOT 6 (E/PT), ALSO KNOWN AS 407 WEST 6TH STREET IN TAYLOR, WILLIAMSON COUNTY, TEXAS, FOR A YOGA STUDIO/CENTER USE IN THE MF-2 HIGH DENSITY MULTIFAMILY DISTRICT SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on September 28, 2017, to consider the request made by Jennifer Brown, Owner of the property, whose property is legally described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes (“Property”), to request a Specific Use Permit for a Yoga Studio/Center Use, which is a use not permitted within the MF-2 District; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 12, 2017, to consider the Specific Use Permit request, and recommended the Specific Use Permit to the City Council; and

WHEREAS, per Zoning Ordinance Section 8.2.2, the City Council by an affirmative three-fourths (3/4) vote may grant a Specific Use Permit for uses that are otherwise not permitted by-right by this Ordinance, and may impose appropriate Conditions and safeguards, including a specified period of time for the permit to protect the Comprehensive Plan and to conserve and protect property values.

WHEREAS, the City Council, after the public hearing, approves the request for the Specific Use Permit.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, that:

SECTION 1. The facts and recitations contained in the preamble of this Ordinance are hereby declared to be true and correct and are incorporated by reference herein and made a part hereof, as if copied verbatim.

SECTION 2. The Property is approved for a Specific Use Permit to allow a Yoga Studio/Center Use per the attached Conditions of Operation contained in Exhibit “B”, and the Off-site Shared Parking Agreement in Exhibit “C”.

SECTION 3. All other terms and conditions contained in the official zoning map, or the Zoning Ordinance, except as amended herein, shall continue and remain in full force and effect.

SECTION 4. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of

this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2017-23 was introduced before the Taylor City Council on the 28th day of September, 2017.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2017.

Brandt Rydell
Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2017-23, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2017, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2017.

Susan Brock
City Clerk

15-ITC-1712931 -RRK-GJW

GF#1712931

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: April 28, 2017

Grantor: Robert Fulford and Judy Fulford, married to each other

Grantor's Mailing Address (including county):

4510 Ave. D
Austin, Texas 78751
Travis County

Grantee: Jennifer Brown and Raymond Brown, married to each other

Grantee's Mailing Address (including county):

515 N. Doak Street
Taylor, Texas 76574
Williamson County

Consideration:

For the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's Note of even date herewith that is in the principal amount of **Sixty-Five Thousand and No/100 Dollars (\$65,000.00)** payable to the order of **Robert Fulford and Judy Fulford**. The Note is secured by a Vendor's Lien retained in favor of Grantor, in this Deed and by a Deed of Trust of even date herewith from Grantee to **Law Office of Kenneth M. Kohl, P.C.,** Trustee.

Property (including any improvements):

Lot 6, Block 41, CITY OF TAYLOR, according to the map or plat thereof, recorded in Cabinet A, Slide 186, Plat Records, Williamson County, Texas; SAVE AND EXCEPT that portion conveyed to W.O. Minzenmayer and wife, Olga Minzenmayer by Warranty Deed dated October 27, 1969, recorded in Volume 522, Page 324, Deed Records, Williamson County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any applicable governmental district, agency, authority, etc. taxes for current year, the payment of which Grantee assumes.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

The Vendor's Lien and Superior Title to the property are retained for the benefit of Grantor.

EXECUTED this 28th day of April, 2017.

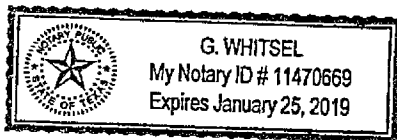

Robert Fulford

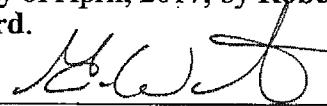
Judy Fulford

By:  her Attorney-In-Fact
Robert Fulford, her attorney-in-fact

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 28 day of April, 2017, by Robert Fulford individually, and as attorney-in-fact on behalf of Judy Fulford.




Notary Public, State of _____
Notary's Name (printed): _____
Notary's commission expires: _____

AFTER RECORDING RETURN TO:

INDEPENDENCE TITLE COMPANY
101 E. Old Settler's Blvd., Suite 110
Round Rock, TX 78664

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2017037621

Pages: 4 Fee: \$29.00
04/28/2017 12:22 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

CELCO SURVEYING
TEL: 830-214-5109
FAX: 866-571-8323

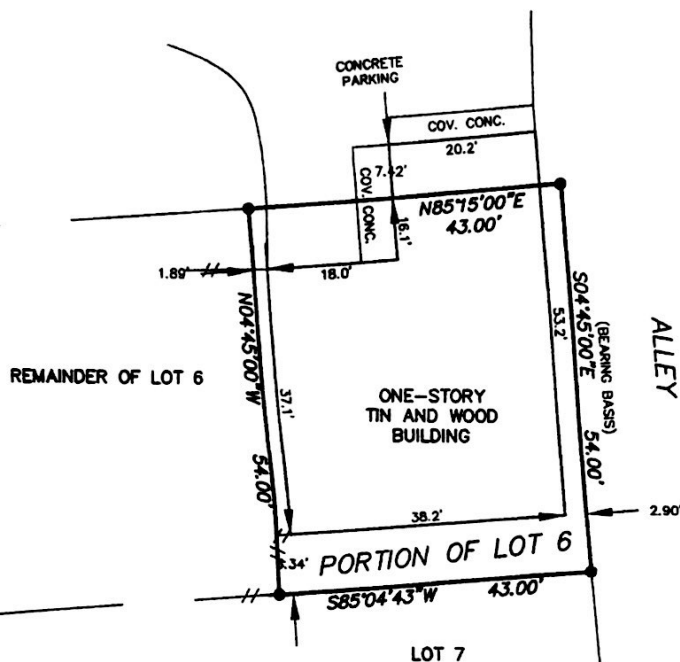
SURVEY PLAT

2206 STONECREST PATH
NEW BRAUNFELS, TEXAS 78130

SCALE
1" = 20'



WEST SIXTH STREET



LEGEND

- = IRON ROD SET
- () = RECORD PER PLAT
- /- = WOOD FENCE
- + = WIRE FENCE
- = CHAIN LINK FENCE
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING LINE
- G/M = GAS METER
- E/M = ELECTRIC METER
- ⊕ = POWER POLE

ADDRESS: 407 WEST SIXTH STREET, TAYLOR, TEXAS

LEGAL DESCRIPTION: LOT 6, BLOCK 41, CITY OF TAYLOR, ACCORDING TO PLAT THEREOF, RECORDED IN CABINET A, SLIDE 186, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT PORTION CONVEYED TO W.O. MINZENMAYER AND WIFE, OLGA MINZENMAYER BY WARRANTY DEED DATED OCTOBER 27, 1969, RECORDED IN VOLUME 522, PAGE 324, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.

CERTIFICATION

THE UNDERSIGNED DOES HEREBY CERTIFY TO THE PARTIES LISTED BELOW THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

BUYER: ROBERT FULFORD
TITLE CO: INDEPENDENCE TITLE
G.F.#: 1013981-RRK

LENDER: N/A

PLAN No.: 10-481

SURVEY DATE: AUGUST 23, 2009

GEORGE E. LUCAS R.P.L.S. 4100

EXHIBIT “B”

Conditions of Operation

1. The Specific Use Permit shall be for one (1) Yoga Studio/Center use located in approximately 450 square feet in the north side of the structure.
2. The Specific Use Permit shall be for Jennifer Brown, and shall cease to be valid when/if Jennifer Brown no longer is Owner and/or Operator of the property and a Yoga Studio/Center business within the property.
3. Total maximum occupancy of the Yoga Studio/Center space shall be fifteen (15) persons, including employees/instructors.
4. One (1) on-site parking space shall be permitted on the property, on the western side in front of the sliding barn (garage) doors; see Attachment 1.
5. Off-street parking shall be provided per an Off-Site Shared Parking Agreement with the St. Paul’s Lutheran Church, whereby parking at 412 West 6th Street will be permitted by the proposed use according to the standards in that agreement.
6. Yoga Class Schedule shall include a minimum 30 minute gap/window between classes so as to allow for full utilization of the parking spaces by all class attendees (students).
7. The area in front of the Yoga Studio, to the public street right-of-way edge, may be utilized for outdoor seating and decorative plantings, so long as safety measures are taken relative to vehicles, given there is no raised curb on the south side of West 6th Street in the vicinity of the property. Final design and approval of such shall be done through the Certificate of Occupancy.
8. All applicable Zoning Ordinance, Building Code, and Fire Code requirements for the establishment of the Yoga Studio/Center use shall be met during the Certificate of Occupancy process.

EXHIBIT "C"

Off-site Access and Parking Agreement

This Access and Parking Agreement is made and entered into this 8th day of September, 2017, by and between Refine Yoga and St. Paul's Lutheran Church.

Whereas Jennifer Brown is owner of real property in the City of Taylor, Williamson County, Texas described as Refine Yoga, located at 407 W. 6th Street, Taylor, Texas ("Property 1").

Whereas Chris Rohlack is President of real property in the City of Taylor, Williamson County, Texas described as St. Paul's Lutheran Church, located at 401 W. 7th Street, Taylor, Texas ("Property 2").

Whereas, Property 1 is seeking a Specific Use Permit to operate as a Yoga Center for classes of an average of 10-15 people at a time.

Whereas, Property 2 is allowing the use of a minimum of 10 parking spaces in the church parking lot for students attending yoga classes .

Whereas, this Access and Parking Agreement shall not run with the property, but shall remain valid and in full force and effect in accordance with the terms of this Access and Parking Agreement;

NOW, THEREFORE, premises considered, the Parties hereby agree as follows:

1. Property 1 hereby grants Property 2, its guests and invitees, access and parking privileges across and upon the Property, subject to the following conditions:
 - a. Detail - 1 space proposed in front of the garage door on the western side of the building.
 - b. Detail – Sunday – all day
 - c. Detail – with prior notice owner will make accommodations for the one parking space the city is allowing in front of lot of 407 W. 6th Street.
2. It is the intent of the Parties that this Access and Parking Agreement remain valid and in full force and effect so long as Property 1 and Property 2 own their respective properties, and Property 2 maintains a valid Certificate of Occupancy for the Property, unless and until this Agreement is terminated by either Property providing the other a minimum of 60 days notice of the intent to terminate this Agreement for any reason. Such notice shall be provided in writing to the other Property, with a copy to the City of Taylor.
3. It is expressly understood by the Parties that this Agreement is being entered into order to comply with the Zoning Ordinance requirements of the City of Taylor, Texas, in effect on the day of execution, for Property 1. Any future modification of this Agreement shall require the express approval of the City of Taylor in order to maintain the legal status of Property 1.

Should either Property fail to comply with the terms of this Agreement; no Certificate of Occupancy shall be issued by the City of Taylor for the occupancy of Property 1 and/or any existing Certificate of Occupancy may be revoked if these requirements are not met.

PROPERTY 1: 407 West 6th Street

Signature: _____

DATE: 9/21/2017

Print Name/Title: _____

NOTARY:

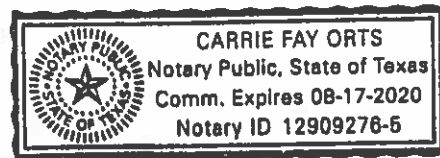
Before me, the undersigned authority, on this day personally appeared Jennifer Brown (owner or agent name) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 21st day of September, 2017

Notary Public in and for the State of Texas.

My Commission expires: 8-17-2020

Carrie Fay Orts



PROPERTY 2: St. Paul's Lutheran Church

Signature: _____

DATE: 9-12-17

Print Name/Title: _____

NOTARY:

Before me, the undersigned authority, on this day personally appeared Chris Rohlack (owner or agent name) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 12 day of September, 2017.

Notary Public in and for the State of Texas.

My Commission expires: August 4, 2020



Britni Alyse Newlin

Aerial Photo 2017

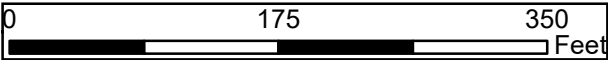
Subject Tract
407 W. 6th St



PZ-2017-1054
407 W 6th Street
SUP Request

Legend

-  200-ft Notification Buffer
-  Subject Tract
-  Parcels





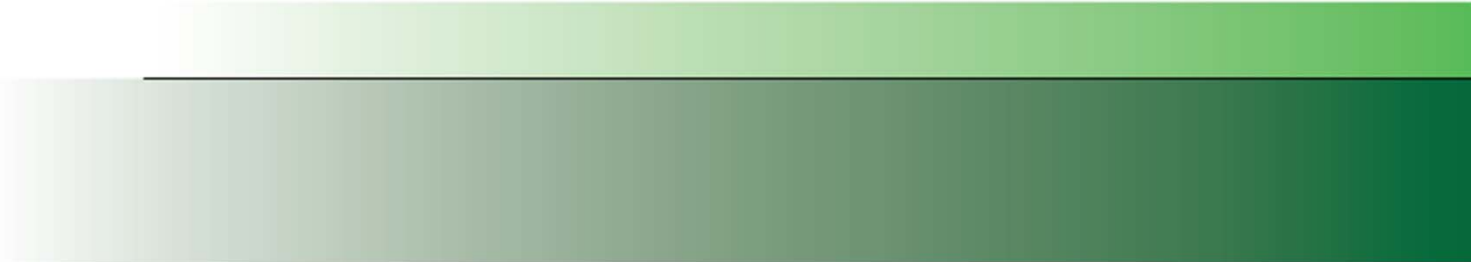
PZ-2017-1054

407 WEST 6TH STREET



Request:

a Specific Use Permit (SUP)
for a Yoga Center/Studio use
*(Studio, Health/Reducing/Fitness
and Similar Service/Establishment)*
in the
High Density Multifamily
District (MF-2)

A decorative horizontal bar at the bottom of the slide, consisting of two overlapping rectangular sections with a green-to-dark-green gradient.

ZONING ORDINANCE SECTION 8.2.2:

8.2 - Specific Use Permits



8.2.1 Public Hearing, Review and Recommendation

Before authorization of any specific use permit, the request shall be referred to the Planning and Zoning Commission for their recommendation concerning the effect of the proposed use on the Comprehensive Plan and on the character and development of the area.

Notice of public hearings held by the Planning and Zoning Commission shall be given by sending written notice to all owners of property to which the proposed change would apply and to all owners of property located within two hundred (200) feet of any property affected or to be changed thereby, such notice to be served at least ten (10) days prior to the date set for the public hearing.

A second public hearing shall be held by the City Council before adopting any proposed amendment, supplement, change or modification. Notice of such public hearing shall be given by publication at least one time in a newspaper of general circulation in the City, which notice shall state the time and place of hearing and which date of publication shall be at least ten (10) days prior to the date set for public hearing.

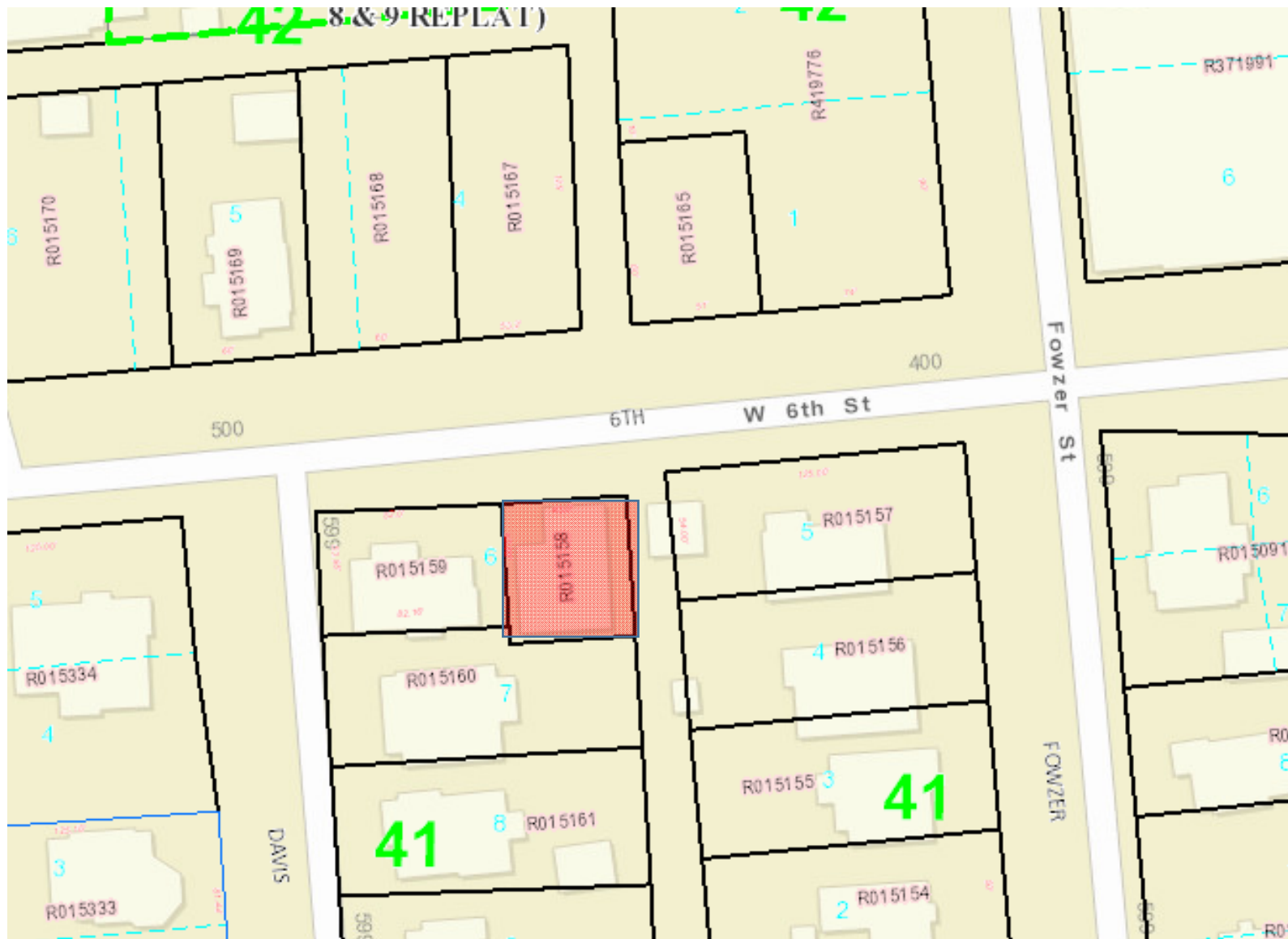
8.2.2 Review and Action

The City Council by an affirmative three-fourths ($\frac{3}{4}$) vote may grant a specific use permit for uses that are otherwise not permitted by-right by this Ordinance, and may impose appropriate conditions and safeguards, including a specified period of time for the permit to protect the Comprehensive Plan and to conserve and protect property values.

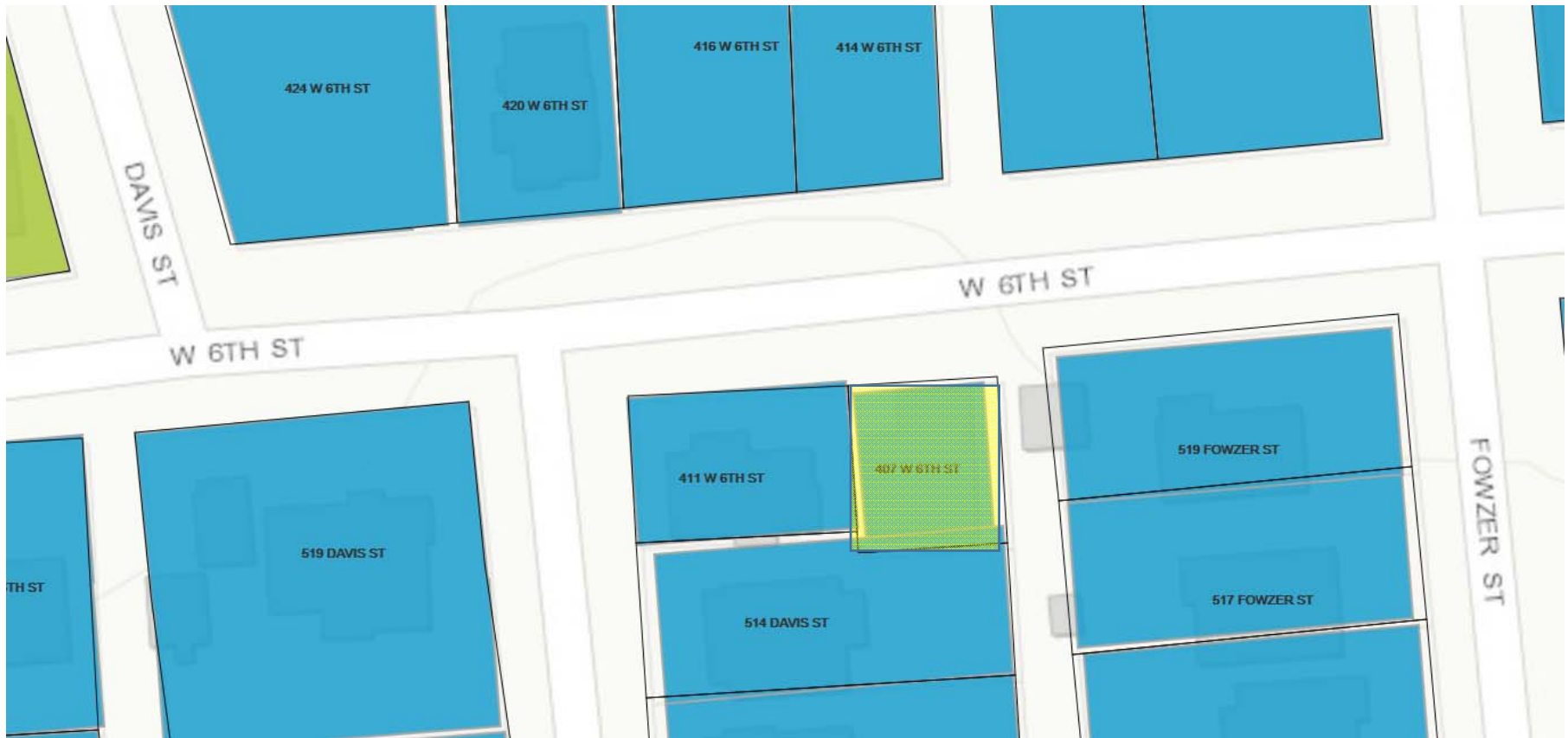
Property – 407 West 6th St. – 0.08 acre / approx. 60' x 56'



CITY OF TAYLOR, BLOCK 41, EAST PART OF LOT 6



ZONING – HIGH DENSITY MULTIFAMILY (MF-2)



THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP IDENTIFIES THE PROPERTY, AND IMMEDIATE SURROUNDINGS, AS BEING APPROPRIATE FOR "SINGLE FAMILY" USES.

CURRENT STATE OF PROPERTY:



PROPOSED Conditions of Operation (paraphrased)

1. The SUP shall be for one (1) Yoga Studio/Center use within approximately 450 SF in the north side of the existing structure
2. The SUP shall be for Jennifer Brown only
3. Total occupancy – 15 total persons.
4. On on-site parking space permitted.
5. Off-Share Parking Agreement with St. Paul's Church
6. Class schedule incorporates 30 minute break period between classes.
7. Utilization of area in front of Structure.
4. All other Code requirements shall apply.

Analysis

1. Conditions help ensure compatibility with residential surroundings, specifically the Off-site Parking Agreement, which will ensure the visitors to this business have an off-street parking option.
2. No history that the property was ever used residentially.
3. Many other non-residential uses exist in the vicinity.
4. Intent of the Future Land Use map designation of 'Single Family' would not be harmed by this use.
5. No Public Comments were received from 18 notice letters mailed.
6. An **Ordinance** will be crafted that captures the Conditions of Operations.

Staff recommends approval, subject to the proposed Conditions.



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 3

Agenda Title: Approve Ordinance 2017-15 revising the Landscape Ordinance required landscaping percentages, plant lists, and amend the tree preservation and mitigation requirements.

Council Action to be taken: Approve Ordinance 2017-15

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP

1. PURPOSE/DESCRIPTION

This ordinance was introduced at the September 28th council meeting; this meeting is to approve the ordinance as presented with no changes. The proposed amendment will modify the landscaping ordinance required planting percentage, move Bradford Pear trees from the Preferred Plant List to the Invasive Plat List, and provide additional flexibility within the tree preservation and tree mitigation requirements for future developments.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

In the course of reviewing all of the ordinances for areas of potential improvement and feedback received from the Growth Summit, staff is proposing several amendments to the Landscape Ordinance.

The first proposed revision modifies the ratio in which required plantings are required for commercial, industrial, and manufacturing development lots. Currently, all commercial and multi-family district are required to install two trees and four shrubs for every 600 square feet of required landscape area. For a standard industrial development in the Mustang Creek Industrial Park, this could equal over 40 trees and 90 bushes for one development. The proposed amendment will reduce this number of trees by modifying the required landscape area. While this is not a perfect solution, it does provide an interim step to alleviate the concerns of the number of trees and shrubs required both for the cost incurred by the developer and the health of the trees.

Staff is also proposing additional tree preservation and mitigation language to provide developers the flexibility to remove trees when necessary with a proposed development. The current ordinance essentially disallows the removal of a tree that is greater than six

inches in diameter, regardless of development plans for a site. The draft language provides guidelines for tree protection during construction and allows additional mitigation methods for developers. One of the highlights of the proposed language is that it allows a developer to donate trees to the city as a means of mitigating tree removal on a development site.

In addition, the proposed revision contains additional language that would provide developers the ability to have an alternate tree mitigation plan approved by Planning and Zoning Commission and City Council when a tract is otherwise unable to meet the ordinance, as amended. This provision was specifically requested by the Planning and Zoning Commission during a discussion of the draft amendments.

The last amendment is to move the Bradford Pear from the 'Preferred Plant List' to the 'Invasive Plant List'. Since the last amendment in 2010, the Bradford Pear has begun to be added to many invasive plants lists throughout the country. Invasive trees are those that can harm other native plants or trees. While this amendment will not prohibit the individual homeowner from planting the tree, it will ensure future developments use native, non-invasive trees.

Staff recommends approval of the proposed amendments to the Landscape Ordinance.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

The Planning and Zoning Commission held a public hearing on September 12, 2017. Subsequently, the Commission made a recommendation of approval to forward to City Council.

This ordinance was introduced at the September 28th council meeting; this meeting is to approve the ordinance as presented with no changes.

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

3a. [Ordinance](#)

3b. [Bradford Pear Fact Sheet](#)

ORDINANCE NO. 2017-15

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2010-12
ADOPTED BY THE CITY OF TAYLOR, TEXAS ON JUNE 22, 2010
AS HERETOFORE AMENDED, BY MODIFYING 28-29(B)(1)
REQUIRED SITE LANDSCAPING AND TABLE 4.1 – REQUIRED
LANDSCAPING, AMENDING SECTION 28-31 TREE
PRESERVATION AND PROTECTED TREES, AND MODIFYING
APPENDIX A – PREFERRED PLANT LIST AND APPENDIX B –
INVASIVE PLANTS**

WHEREAS, the City Council of the City of Taylor has determined quality of life and aesthetics are important issues and concerns affecting Taylor; and

WHEREAS, proper landscaping will augment those qualities while helping to improve air purification, storm water runoff, noise reduction and heat abatement while conserving energy, water and other natural resources; and

WHEREAS, landscape standards can enhance the quality of life and enhance the general welfare and beauty of the City of Taylor by creating and maintaining visual environmental amenities; and

WHEREAS, to promote and protect the health, safety, and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through enhanced quality of life.

WHEREAS, the City Council recognizes that the establishment of rules and regulations for mandatory tree requirements, mandatory planting areas in developments, landscaping, and tree preservation and mitigation is necessary and in the interest of the public welfare, and that an effective method to provide for the same is the adoption of a new landscape ordinance rules and regulations.

SECTION 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. Chapter 28, “Vegetation” of the Taylor Code of Ordinances is hereby amended as follows:

Sec. 28-29. - Landscape plan requirements.

(a) The landowner or his/her agent shall submit and receive approval of a landscape plan demonstrating compliance with the landscape requirements contained herein. Plans shall show all dimensions, types of materials, size and spacing of vegetative materials, and plans for providing irrigation to plants. The plan(s) shall demonstrate that landscaping materials will:

(1) Abate objectionable noise, light, glare, visual clutter, dust or loss of privacy.

(2) Adequately accomplish the purpose of which they were intended.

(b) *Required site landscaping.*

- (1) *Minimum percentage.* A minimum percentage of the total lot area of property on which development or new construction occurs after the effective date of this ordinance shall be devoted to landscape development in accordance with Table 4.1. The landscaping shall be placed upon that portion of a tract or lot that is being developed. Fifty percent (50%) of the required landscaped area and required plantings shall be installed between the front property lines and the building being constructed. Undeveloped portions of a tract or lot shall not be considered landscaped.

~~For every six hundred (600) square feet of landscape area required by Table 4.1, two (2) trees and four (4) shrubs shall be planted.~~

Should a tree die or be removed for which credit has been obtained pursuant to the terms of this article, landscape development sufficient to equal the area credited shall be required. A small tree that will have a mature crown similar to the tree removed may be substituted if the planting area or pervious cover provided for the larger tree is retained.

TABLE 4.1—REQUIRED LANDSCAPING		
Land Use	Landscaping Required (% of constructed impervious coverage of the lot)	Planting Ratio
Multifamily structures	25	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Manufactured home park	25	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Institutional	20	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Office and professional uses	20	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area

Commercial and Retail	15	Two (2) Trees and Four (4) Shrubs for every 1,000 square feet of required landscape area
Business Park	20	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Industrial or manufacturing	15	<u>Two (2) Trees and Four (4) Shrubs for every 4,000 square feet of required landscape area</u>

- (c) *Credit for trees.* In order to reward the preservation of existing trees, 100 percent of the crown area of undisturbed existing trees shall be reduced from the landscape area requirements; provided that the area surrounding the tree is left undisturbed and that this area consists of a least 100 square feet but not less than 50 percent of the crown area.
- (d) *Screening.* Off-street loading spaces refuse and outside storage areas, antennas, satellite dishes, and mechanical equipment within the street yard must be screened from all public streets. The screening must be of a minimum of six feet in height or a height sufficient to obscure the area or equipment requiring the screening, whichever is less. The screening may be provided by plants, a solid screen fence or wall, or a combination thereof.
- (1) *Acceptable landscape screening materials.*
- a. No artificial plant materials may be used to satisfy the requirements of this article.
 - b. Plant materials required by this ordinance must comply with the following minimum size requirements at the time of installation. At time of planting, plant height shall be measured from the top of the root ball or, if the plant is in a container, from the soil level in the container.
 1. Large trees must have a minimum caliper of two inches and shall be planted in an area with a minimum of 100 square feet of permeable surface area. This area may be reduced to 50 square feet if a permanent life support system, which must include but is not limited to an irrigation system and an internal drainage mechanism, is incorporated within the planting area.
 2. Small trees must have a minimum height of six feet and shall be planted in an area with a minimum of 25 square feet of permeable surface area.
 3. Large shrubs must have a minimum height of two feet and must be planted in an area with a minimum of nine square feet of permeable surface area. The

permeable surface areas for shrubs may be included within permeable surface areas required for trees.

- c. Each large tree, small tree or large shrub must be planted at least 36 inches away from any paved surface or city right-of-way.
- (e) *Protection of plant areas.* Plant areas must be protected from vehicular traffic through the use of concrete curbs, wheel stops, or other permanent barriers.
- (f) Modification of landscape requirements.

The planning director or a designee may approve minor variations in the location of required landscape materials due to unusual topographic constraints, siting requirements, preservation of existing stands of native trees or similar conditions, or to maintain consistency of established front yard setbacks. These minor changes may vary the location of required landscape materials, but may not reduce the amount of required landscape area or the required amount of landscape materials. The landscape plan shall be submitted to the planning director or a designee and shall specify the modifications requested and present a justification for such modifications.

Sec. 28-31. - Tree preservation and protected trees.

This section preserves and protects existing, healthy and desirable trees within the city, to provide guidelines for the protection of trees and establish guidelines for planting trees. Protected trees are: Pecan, American Elm, Cedar Elm, Texas Ash, Southern Magnolia, Cottonwood, all varieties of Oak, and all varieties of Maple with the exception of Boxelder Maple and Silver Maple.

(1) Applicability and Exemptions

a. The provisions of this section are applicable to the following:

- (i) All new residential and nonresidential development within the City limits or its extraterritorial jurisdiction.
- (ii) Redevelopment of any residential or nonresidential property within the City limits or its extraterritorial jurisdiction that results in an increase in the building footprint or the total destruction and reconstruction.

b. The following areas are exempt from the tree removal permitting requirements of this section but shall be subject to the mitigation requirements identified in this section:

- (i) Trees located within, and within ten feet (10') of, the building footprint
- (ii) Trees located within the area of a proposed on-site sewage facility (OSSF)

c. The following areas are exempt from the preservation requirements of this section:

- (i) Trees located within a right-of-way to be dedicated to and maintained by the City

(ii) Trees located within any utility easement

(iii) Trees that are injured, dying, diseased or infested with harmful insects

- 2) *Preliminary development plans.* A general survey of natural vegetation showing tree groupings and anticipated protected tree losses shall be submitted with all preliminary site plans.
- (3) *Tree removal permit.* No person directly or indirectly, shall cut down, destroy, top-off, remove or effectively destroy through damaging, any protected tree six inches in diameter or larger, measured 24 inches from the ground within the city without first obtaining a tree removal permit.. The permit must be accompanied by an appropriate application and shall contain a tree preservation plan showing the following:
- a. Existing/proposed topography
 - b. Location of property lines, easement, rights of ways, setbacks, parking areas and sidewalks
 - c. Location, species and size (in DBH) of each Protected tree, except those trees exempted by Section 28.31(1)b. above.
 - d., A tree inventory that summarizes the following
 - (i) Total number of DBH inches on the site
 - (ii) Total number of DBH inches to be removed
 - (iii) Total number of DBH inches to be preserved
 - (iv) Location of any proposed tree mitigation
 - (v) Any proposed tree preservation credits.
 - e. A summary of the tree protection methods to be utilized

(3) Tree Mitigation

Any trees that are removed or damaged as a result of the approval of a Tree Removal Permit shall be mitigated for on the same site as the proposed development. In the event that mitigation is not feasible on the same site as the proposed development, an applicant may request to donate trees, meeting the mitigation requirements of this section, to be planted at public parks, schools, or other approved public facilities throughout the City or provide a fee-in-lieu of payment which will be used to place trees at public parks, schools, or other approved public facilities throughout the City.

- a. **Protected Trees** Protected trees shall be mitigated at a one-to-one (1:1) caliper inch ratio for every tree removed. Replacement trees shall have a minimum caliper of three inches (3").
- b. **Damaged Trees** Any trees that are designated for preservation and are damaged during the construction process or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for in accordance with subsection 4.a above.

- (4) *Penalties.* If any protected tree(s) are removed from any property, excluding single-family homesites, including any injury to a tree resulting from the owner's failure to follow required tree protection measures that causes or may reasonably be expected to cause the protected tree to die, the property owner shall be determined to be in violation of this article.
- (5) *Application.* Tree removal permits shall be obtained by making application to the community development department on a form provided by the city. Upon receipt of a proper application for a tree removal permit, the community development director or his/her designee shall review the application and may conduct field inspections of the development.

The application for tree removal permit, if required, shall be considered an integral part of the application for development plan approval, and no new development plan for any new development subject to the terms and provisions of this article shall be approved without approval of said tree removal permit.

(6) Relief from tree mitigation requirements.

The Planning and Zoning Commission and City Council may, upon completion of the following, grant relief from tree mitigation requirements in situations where the individual circumstances, such as the presence of existing facilities, unusual topography, or number of protected trees on site that limit the applicant's ability to comply with the landscaping requirements:

- (a) Application for relief from tree mitigation requirements may be made by any property owner, or other person having a proprietary interest in the property for which relief is requested.
- (b) Applications for relief from tree mitigation requirements shall be made in writing and shall specify the property conditions or considerations that make the requested relief necessary.
- (c) Applications for relief from tree mitigation requirements shall include a proposed landscape plan, drawn to scale, illustrating the area available for landscaping and specifying proposed plantings by size, type and location. The proposed plan shall indicate the means by which irrigation will be provided and provide a phasing schedule for completion of the plan. The plan shall include the mitigation plan, either fees in lieu of planting or tree replacement mitigation, and tree removal request.
- (d) Applications for relief from tree mitigation requirements shall be accompanied by an application fee in the amount specified by the city fee schedule.
- (e)

Applications for relief from tree mitigation requirements shall be presented to the Planning and Zoning Commission. Applications for relief shall not require a public hearing. The Planning and Zoning Commission after considering a proposed plan may recommend that it be approved as presented, approved with modification, or denied.

(f)

Following consideration by the Planning and Zoning Commission, a proposed tree mitigation plan shall be forwarded to the City Council with the Commission's recommendation. The City Council shall act to approve a plan, as presented, approve it with modifications, or deny approval.

(g)

City Council's action regarding a proposed tree mitigation plan shall be documented as follows:

(1)

If approved—The mayor shall sign two copies of the approved plan. One copy shall be returned to the applicant. The second copy shall be retained as permanent record by the city.

(2)

If approved with modification—The applicant shall amend the plan to reflect the required modifications. The applicant shall return two copies of the amended plan to the city within 14 calendar days of the City Council's action to approve the plan with modifications. The mayor shall sign two copies of the amended plan. One copy shall be returned to the applicant. The second copy shall be retained as permanent record by the city.

(3)

If disapproved—The mayor shall sign two copies of the plan that have been marked as being disapproved. A letter prepared by the Director of Development Services, stating the reasons for disapproval shall be attached to each signed plan. One copy of the plan shall be returned to the applicant. The second copy shall be retained as permanent record by the city.

**APPENDIX A
PREFERRED PLANT LIST**

DECIDUOUS TREES/ LARGE SHRUBS (*Native)	HEIGHT (Feet)	FEATURES
Bradford Pear <i>Pyrus calleryana</i> "Bradford"	30—40	Showy white spring flowers, brilliant coppery red foliage in late fall, moderate to fast growth

**APPENDIX B
INVASIVE PLANTS**

Common Name	Scientific Name
Prohibited Trees	
Bradford Pear	<i>Pyrus calleryana</i>

SECTION 3. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2017-26 was introduced and a public hearing was held before the Taylor City Council on the 28th day of September, 2017.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2017.

Brandt Rydell
Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2017-23, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2017, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2017.

Susan Brock
City Clerk

***Pyrus calleryana* Dcne. (Callery pear)**



Family: Rosaceae (Rose Family)

Synonym(s): *Bradford pear*

Duration: Perennial

Habit: Tree

Listed by:

Invasive Plant Atlas of the US: 1

Federal Noxious Weed: 0

TDA Noxious Weed: 0

TPWD Prohibited Exotic Species: 0

Britt Slattery, US Fish and Wildlife Service

Description: Callery pear, the parent rootstock of the "Bradford", "Aristocrat", and other cultivars, is an ornamental, deciduous tree that can grow up to 40 ft. (12.2 m) in height. The leaves are alternate, simple, 2 to 3 in. (5.1-7.6 cm) long, petiolate and shiny with wavy, slightly-toothed margins. Branching on Callery pears is close to 90 degrees, with shorter, stouter limbs and sort (1") spines, as opposed to the "Bradford" pear, with an overall shape of the tree described as a tear-drop that often spreads out with age; longer branches curving up with narrow angles at branching. Flowering occurs early in the spring (April to May) as the leaves emerge. The flowers are 1 in. (2.5 cm) wide, showy, malodorous and white. Fruits are round, 0.5 in. (1.3 cm) in diameter and green to brown in color.

History: The "Bradford" variety of pear, which produced sterile fruits, has been widely planted throughout the United States since the early 1900s, but recent cultivars, bred to reduce the tendency of the tree to split in snow or high winds, can cross-pollinate with other cultivars and have produce viable seeds and escaped to invade disturbed areas.

Biology & Spread: *Pyrus calleryana* is an ornamental tree frequently planted in urban residential and commercial areas. It has been identified as to be escaping from landscaped plantings into natural areas.

Ecological Threat: Once established Callery pear forms dense thickets that push out other plants including native species that can't tolerate the deep shade or compete with pear for water, soil and space. A single tree can spread rapidly by seed and vegetative means forming a sizeable patch within several years. Its success as an invader results from its capacity to produce copious amounts of seed that are dispersed by birds and possibly small mammals, seedlings that germinate and grow rapidly in disturbed areas and a general lack of natural controls like insects and diseases, with the exception of fire blight.

US Habitat: Typically found along roads, rights-of-ways, old fields, and along the margins of understory along creek banks where they have escaped from landscape plantings. Callery pear will tolerate a wide range of soil conditions. It prefers full sun but will tolerate partial shade.

Distribution

US Nativity: Introduced to U.S.

Native Origin: China, Vietnam

US States: CA, UT, OK, KS, MO, AR, LA, MS, TN, IL, KY, FL, GA, SC, NC, VA, WV, OH, MI, PA, NY, NJ, DE, DC, MD, TX

Resembles/Alternatives:

- [Malus ioensis var. texana \(Texas crabapple\)](#)
- [Prunus mexicana \(Mexican plum\)](#)
- [Prunus serotina var. eximia \(Little escarpment black cherry\)](#)
- [Crataegus viridis \(Green hawthorn\)](#)
- [Ehretia anacuas \(Anacua\)](#)

Management: Seedlings and shallow-rooted trees can be pulled when soil is moist. Small trees will need to be dug up or pulled out with weed wrench tools.

To control larger trees, follow cutting of the tree with an immediate application of triclopyr or glyphosate herbicide to the cut stump. Herbicide can also be applied to a girdled tree if total removal is not possible.

USE PESTICIDES WISELY: ALWAYS READ THE ENTIRE PESTICIDE LABEL CAREFULLY, FOLLOW ALL MIXING AND APPLICATION INSTRUCTIONS AND WEAR ALL RECOMMENDED PERSONAL PROTECTIVE GEAR AND CLOTHING. CONTACT YOUR STATE DEPARTMENT OF AGRICULTURE FOR ANY ADDITIONAL PESTICIDE USE REQUIREMENTS, RESTRICTIONS OR RECOMMENDATIONS. MENTION OF PESTICIDE PRODUCTS ON THIS WEB SITE DOES NOT CONSTITUTE ENDORSEMENT OF ANY MATERIAL.

Listing Source

- ☐ Texas Department of Agriculture [Noxious Plant List](#)
- ☐ Texas Parks and Wildlife Department [Prohibited Exotic Species](#)
- ☒ Invaders Program
- ☐ Federal Noxious Weed
- ☒ Union of Concerned Scientists
- ☒ United States Forest Service Southern Research Station

Text References

The Beginning of a New Invasive Plant: A History of the Ornamental Callery Pear in the United States THERESA M. CULLEY, and NICOLE A. HARDIMAN BioScience , Vol. 57, No. 11 (December 2007) , pp. 956-964

Plant Invaders of Mid-Atlantic Natural Areas. National Park Service, U.S. Fish and Wildlife Service, 4th ed. (2010)

Data Source

Last Updated: 2014-04-07 by Justin Bush, Lady Bird Johnson Wildflower Center



Landscape Ordinance Amendments

BACKGROUND

The proposed amendment will modify the landscaping ordinance required planting percentage, move Bradford Pear trees from the Preferred Plant List to the Invasive Plat List, and provide additional flexibility within the tree preservation and tree mitigation requirements for future developments.

TABLE 4.1—REQUIRED LANDSCAPING

Land Use	Landscaping Required (% of constructed impervious coverage of the lot)	Planting Ratio
Multifamily structures	25	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Manufactured home park	25	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Institutional	20	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Office and professional uses	20	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Commercial and Retail	15	Two (2) Trees and Four (4) Shrubs for every 1,000 square feet of required landscape area
Business Park	20	Two (2) Trees and Four (4) Shrubs for every 600 square feet of required landscape area
Industrial or manufacturing	15	<u>Two (2) Trees and Four (4) Shrubs for every 4,000 square feet of required landscape area</u>

(f) Modification of landscape requirements.

The planning director or a designee may approve minor variations in the location of required landscape materials due to unusual topographic constraints, siting requirements, preservation of existing stands of native trees or similar conditions, or to maintain consistency of established front yard setbacks. These minor changes may vary the location of required landscape materials, but may not reduce the amount of required landscape area or the required amount of landscape materials. The landscape plan shall be submitted to the planning director or a designee and shall specify the modifications requested and present a justification for such modifications.

(1) Applicability and Exemptions

a. The provisions of this section are applicable to the following:

- (i) All new residential and nonresidential development within the City limits or its extraterritorial jurisdiction.
- (ii) Redevelopment of any residential or nonresidential property within the City limits or its extraterritorial jurisdiction that results in an increase in the building footprint or the total destruction and reconstruction.

b. The following areas are exempt from the tree removal permitting requirements of this section but shall be subject to the mitigation requirements identified in this section:

- (i) Trees located within, and within ten feet (10') of, the building footprint
- (ii) Trees located within the area of a proposed on-site sewage facility (OSSF)

c. The following areas are exempt from the preservation requirements of this section:

- (i) Trees located within a right-of-way to be dedicated to and maintained by the City
- (ii) Trees located within any utility easement
- (iii) Trees that are injured, dying, diseased or infested with harmful insects

Tree removal permit. No person directly or indirectly, shall cut down, destroy, top-off, remove or effectively destroy through damaging, any protected tree six inches in diameter or larger, measured 24 inches from the ground within the city without first obtaining a tree removal permit.. The permit must be accompanied by an appropriate application and shall contain a tree preservation plan showing the following:

- a. Existing/proposed topography
- b. Location of property lines, easement, rights of ways, setbacks, parking areas and sidewalks
- c. Location, species and size (in DBH) of each Protected tree, except those trees exempted by Section 28.31(1)b. above.
- d., A tree inventory that summarizes the following

Total number of DBH inches on the site

Total number of DBH inches to be removed

Total number of DBH inches to be preserved

Location of any proposed tree mitigation

Any proposed tree preservation credits.

- e. A summary of the tree protection methods to be utilized

Any trees that are removed or damaged as a result of the approval of a Tree Removal Permit shall be mitigated for on the same site as the proposed development. In the event that mitigation is not feasible on the same site as the proposed development, an applicant may request to donate trees, meeting the mitigation requirements of this section, to be planted at public parks, schools, or other approved public facilities throughout the City or provide a fee-in-lieu of payment which will be used to place trees at public parks, schools, or other approved public facilities throughout the City.

Protected Trees Protected trees shall be mitigated at a one-to-one (1:1) caliper inch ratio for every tree removed. Replacement trees shall have a minimum caliper of three inches (3").

Damaged Trees Any trees that are designated for preservation and are damaged during the construction process or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for in accordance with subsection 4.a above.

Application. Tree removal permits shall be obtained by making application to the community development department on a form provided by the city. Upon receipt of a proper application for a tree removal permit, the community development director or his/her designee shall review the application and may conduct field inspections of the development.

The application for tree removal permit, if required, shall be considered an integral part of the application for development plan approval, and no new development plan for any new development subject to the terms and provisions of this article shall be approved without approval of said tree removal permit.

(6) Relief from tree mitigation requirements.

The Planning and Zoning Commission and City Council may, upon completion of the following, grant relief from tree mitigation requirements in situations where the individual circumstances, such as the presence of existing facilities, unusual topography, or number of protected trees on site that limit the applicant's ability to comply with the landscaping requirements:

(a)

Application for relief from tree mitigation requirements may be made by any property owner, or other person having a proprietary interest in the property for which relief is requested.

(b)

Applications for relief from tree mitigation requirements shall be made in writing and shall specify the property conditions or considerations that make the requested relief necessary.

Applications for relief from tree mitigation requirements shall include a proposed landscape plan, drawn to scale, illustrating the area available for landscaping and specifying proposed plantings by size, type and location. The proposed plan shall indicate the means by which irrigation will be provided and provide a phasing schedule for completion of the plan. The plan shall include the mitigation plan, either fees in lieu of planting or tree replacement mitigation, and tree removal request.

(d)

Applications for relief from tree mitigation requirements shall be accompanied by an application fee in the amount specified by the city fee schedule.

(e)

Applications for relief from tree mitigation requirements shall be presented to the Planning and Zoning Commission. Applications for relief shall not require a public hearing. The Planning and Zoning Commission after considering a proposed plan may recommend that it be approved as presented, approved with modification, or denied.

(f)

Following consideration by the Planning and Zoning Commission, a proposed tree mitigation plan shall be forwarded to the City Council with the Commission's recommendation. The City Council shall act to approve a plan, as presented, approve it with modifications, or deny approval.

City Council's action regarding a proposed tree mitigation plan shall be documented as follows:

(1)

If approved—The mayor shall sign two copies of the approved plan. One copy shall be returned to the applicant. The second copy shall be retained as permanent record by the city.

(2)

If approved with modification—The applicant shall amend the plan to reflect the required modifications. The applicant shall return two copies of the amended plan to the city within 14 calendar days of the City Council's action to approve the plan with modifications. The mayor shall sign two copies of the amended plan. One copy shall be returned to the applicant. The second copy shall be retained as permanent record by the city.

(3)

If disapproved—The mayor shall sign two copies of the plan that have been marked as being disapproved. A letter prepared by the Director of Development Services, stating the reasons for disapproval shall be attached to each signed plan. One copy of the plan shall be returned to the applicant. The second copy shall be retained as permanent record by the city.

QUESTIONS



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 4

Agenda Title: Approve Ordinance 2017-26 revising the Zoning Ordinance to include donation containers and recycling bins

Council Action to be taken: Approve Ordinance 2017-26

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP

1. PURPOSE/DESCRIPTION

The proposed amendment will modify the Zoning Ordinance to clarify the requirements for donation containers and recycling bins. Donation containers and recycling bins are typically utilized by charitable and for-profit entities collecting various goods and are often placed in commercial or non-residential parking lots. Staff has received multiple requests by various entities to place donation containers throughout town.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The Zoning Ordinance is currently silent on donation containers and recycling bins. The regulation of placement, property owner approval, and maintenance is not defined. While the structures could be regulated as an accessory use, the abundance of applications and few specific requirements is the basis for the proposed addition to the ordinance. As discussed at the Growth Summit, the proposal will provide language that states what the city desires and not vague language that must be navigated by an organization. The proposed language will also further protect the aesthetics of the community and allow the City to effectively remedy unpermitted or poorly maintained donation containers.

The proposal adds a definition to clarify donation containers and recycle bins, sets minimum approval requirements, and provides other performance measures to ensure the city does not have a proliferation of unkempt containers/bins.

In addition, the proposal seeks to limit the number of containers or bins allowed on individual lots or within larger, commercial centers, and prohibit containers or bins on vacant/undeveloped lots. The ordinance also provides language to ensure mitigation of containers or bins that become a nuisance is clearly defined and enforceable.

Staff recommends approval of the proposed amendments to the Zoning Ordinance.

The Planning and Zoning Commission held a public hearing on September 12, 2017. Subsequently, the Commission made a recommendation of approval to City Council.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. OTHER OPTIONS (In order of preference)
--

N/A

6. ATTACHMENTS

4a. [Ordinance 2017-26](#)

4b. [Presentation](#)

ORDINANCE NO. 2017-26

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2001-17 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001 AS HERETOFORE AMENDED, BY ADDING SECTION 3.5.2.10, DONTATION CONTAINERS AND RECYCLE BINS AS AN ACCESSORY USE AND ADDING DONTATION CONTAINERS AND RECYCLE BINS TO SECTION 11, DEFINITIONS.

WHEREAS, the City of Taylor, Texas desires to amend the Zoning Ordinance to define Donation Containers and Recycle Bins as an accessory uses; and

WHEREAS, the City of Taylor, Texas conducted a public hearing regarding the zoning change and no opposition was expressed regarding the zoning change; and

WHEREAS, the City deems it is in the best interest that the amendment in the zoning ordinance be allowed.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:

SECTION 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. Section 3.5.3.10 is to read as follows:

3.5.3.10 Donation Containers and Recycle Bins:

- (a) The organization or company benefiting from the Donation Container or Recycle Bin, or the host site on whose property the Donation Container or Recycle Bin is situated, must indicate the following information on the container or bin: name of organization or company, address, and contact telephone number.
- (b) Donation Containers and Recycle Bins shall be maintained in good condition and appearance, with no structural damage, no holes in the container that would allow leaks, no visible rust, and free of graffiti or advertising other than the name of the organization or company benefiting from the Donation Container or Recycle Bin.
- (c) The placement of Donation Containers and Recycle Bins shall not impede traffic nor visually impair any mother vehicle operation within a parking lot or from a public space.
- (d) Donation Containers and Recycle Bins may not be located on a vacant parcel or on a parcel containing a vacant building.
- (e) Donation Containers and Recycle Bins cannot obstruct pedestrian or vehicular circulation, nor be located in public rights-of-way, required building setbacks,

- landscape areas, and areas in front of the primary building on the site, drive aisles, required parking spaces, fire lanes, loading zones, or other unsafe location.
- (f) The maximum capacity of any donation container or recycle bin is 6 cubic yards and a maximum height of 6.5-feet.
 - (g) Only one donation container or recycle bin may be placed on a property or within 500-feet of another donation container or recycle bin. In the case of a shopping center or office development that consists of multiple platted lots, the Development Services Director, or designee, shall treat the shopping center or office development as if it is only one contiguous lot.
 - (h) Donation containers and recycled bins must be painted or coated in a color that is compatible with the context of its setting. Bright primary, fluorescent or contrasting colors are prohibited.
 - (i) Donated items must be collected and stored in the container or bin. Donated items cannot be left outside of the container or bin. Donations not fully enclosed in a donation container or recycle bin are considered a zoning violation and public nuisance, with the donations and container or bin subject to removal by the city at the owner's expense. The bins shall be monitored by the organization and emptied in a timely manner not to exceed every 14 calendar days, or more frequently if needed. If notified by the city of an issue, the bin and surrounding area shall be cleared of donations by the organization or property owner within two (2) business days.
 - (j) Any donation container or recycle bin located within the jurisdiction of the City of Taylor that does not have a current, valid permit (or any permitted donation container or recycle bin that has received more than two (2) notices of violation from the City in the past 12 months) shall be subject to impoundment by the City. Any donation container or recycle bin impounded by the City shall be released to the owner upon payment of all applicable impoundment and storage fees.

Section 11, Definitions, is amended as follows:

Donation Containers: include, but not limited to, any box, building, or other receptacle that is instead for use as a collection point for donated clothing or other small household materials at times when no employee or representative of the sponsoring company or organization is present to accept donations.

Recycle Bins shall include, but not limited to, any box, building, or other receptacle that is intended for use as a collection point for recyclable materials, including but not limited to, glass, paper, aluminum, or plastics.

SECTION 3. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2017-26 was introduced and a public hearing was held before the Taylor City Council on the 28th day of September, 2017.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2017.

Brandt Rydell
Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2017-26, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2017, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2017.

Susan Brock
City Clerk



Donation Containers and Recycle Bin Ordinance Amendments

BACKGROUND

The proposed amendment will modify the Zoning Ordinance to clarify the requirements for donation containers and recycling bins. Donation containers and recycling bins are typically utilized by charitable and for-profit entities collecting various goods and are often placed in commercial or non-residential parking lots. Staff has received multiple requests by various entities to place donation containers throughout town.

- Section 11, Definitions, is amended as follows:
- Donation Containers: include, but not limited to, any box, building, or other receptacle that is instead for use as a collection point for donated clothing or other small household materials at times when no employee or representative of the sponsoring company or organization is present to accept donations.
- Recycle Bins shall include, but not limited to, any box, building, or other receptacle that is intended for use as a collection point for recyclable materials, including but not limited to, glass, paper, aluminum, or plastics.

- 3.5.3.10 Donation Containers and Recycle Bins:
 - a) The organization or company benefiting from the Donation Container or Recycle Bin, or the host site on whose property the Donation Container or Recycle Bin is situated, must indicate the following information on the container or bin: name of organization or company, address, and contact telephone number.
 - b) Donation Containers and Recycle Bins shall be maintained in good condition and appearance, with no structural damage, no holes in the container that would allow leaks, no visible rust, and free of graffiti or advertising other than the name of the organization or company benefiting from the Donation Container or Recycle Bin.
 - c) The placement of Donation Containers and Recycle Bins shall not impede traffic nor visually impair any motor vehicle operation within a parking lot or from a public space.
 - d) Donation Containers and Recycle Bins may not be located on a vacant parcel or on a parcel containing a vacant building.

- e) Donation Containers and Recycle Bins cannot obstruct pedestrian or vehicular circulation, nor be located in public rights-of-way, required building setbacks, landscape areas, and areas in front of the primary building on the site, drive aisles, required parking spaces, fire lanes, loading zones, or other unsafe location.
- f) The maximum capacity of any donation container or recycle bin is 6 cubic yards and a maximum height of 6.5-feet.
- g) Only one donation container or recycle bin may be placed on a property or within 500-feet of another donation container or recycle bin. In the case of a shopping center or office development that consists of multiple platted lots, the Development Services Director, or designee, shall treat the shopping center or office development as if it is only one contiguous lot.
- h) Donation containers and recycled bins must be painted or coated in a color that is compatible with the context of its setting. Bright primary, fluorescent or contrasting colors are prohibited.

- e) Donated items must be collected and stored in the container or bin. Donated items cannot be left outside of the container or bin. Donations not fully enclosed in a donation container or recycle bin are considered a zoning violation and public nuisance, with the donations and container or bin subject to removal by the city at the owner's expense. The bins shall be monitored by the organization and emptied in a timely manner not to exceed every 14 calendar days, or more frequently if needed. If notified by the city of an issue, the bin and surrounding area shall be cleared of donations by the organization or property owner within two (2) business days.
- f) Any donation container or recycle bin located within the jurisdiction of the City of Taylor that does not have a current, valid permit (or any permitted donation container or recycle bin that has received more than two (2) notices of violation from the City in the past 12 months) shall be subject to impoundment by the City. Any donation container or recycle bin impounded by the City shall be released to the owner upon payment of all applicable impoundment and storage fees.

QUESTIONS



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 5

Agenda Title: Approve minutes for September 28, 2017.

Council Action to be taken: Approve on consent.

Department Submitted: City Clerk

Staff Contact: Susan Brock, TRMC

1. PURPOSE/DESCRIPTION

Pursuant to the Open Meetings Law, Chapter 551, Local Government Code and in accordance with the authority contained in Section 551.021 and the City Charter, the “Minutes” of each City Council must be recorded, compiled and approved by the City Council in subsequent meetings. The purpose of this item is to conform to these legal requirements.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Approve as submitted or amend with changes noted.

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

5a. [Minutes, September 28, 2017.](#)

The City Council of the City of Taylor met on September 28, 2017, at City Hall, 400 Porter St., Taylor, Texas. Mayor Brandt Rydell declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Dwayne Ariola
Council Member Robert Garcia
Council Member Chris Gonzales
Mayor Pro Tem Christine Lopez

Isaac Turner, City Manager
Ted Hejl, City Attorney
Susan Brock, City Clerk

INVOCATION

Mr. Turner led the group in prayer.

PLEDGE OF ALLEGIANCE

RECOGNITION/PROCLAMATIONS

1. RECOGNIZE THE TAYLOR AREA BUSINESS WOMEN FOR CHRISTMAS DECORATION CONTRIBUTIONS.

Mayor Rydell presented a certificate of appreciation to the members of the Taylor Area Business Women (TAB) organization who donated \$11,560.89 to be used to fund the purchase of replacement decorations, lights and other needs related to the downtown Christmas light program. Ms. Regina Carlson, President of TAB, and members accepted the certificate and also requested an annual account of how the funds were being spent.

2. PROCLAMATION: FIRE PREVENTION WEEK, OCTOBER 8-14, 2017.

Mayor Rydell presented a proclamation to the Fire Department in recognition of Fire Prevention Week October 8-14th.

3. PROCLAMATION: NATIONAL NIGHT OUT, OCTOBER 3, 2017.

Mayor Rydell presented a proclamation to the Police Department in recognition of National Night Out and invited the community to either host an event or stop by one of those in their neighborhood on Tuesday, October 3rd.

ANNOUNCEMENTS

Mayor Rydell read a list of upcoming community events and activities. Mr. Turner introduced Mr. Jim Gray as the new Public Works Director and thanked Mr. Steve Ramsey for his service during the interim period.

CITIZENS COMMUNICATION

Mr. Joe Naizar, 701 Sloan, a former member of the 2012 Charter Review Committee, provided a recap of the committee's findings.

CONSENT AGENDA

4. CONSIDER APPROVING REQUEST FROM THE MAIN STREET ADVISORY BOARD TO SELL WINE AND/OR BEER AND TO ALLOW ALCOHOL CONSUMPTION IN THE FESTIVAL AREA FOR THE MAIN STREET CAR SHOW ON OCTOBER 28, 2017.
5. CONSIDER APPROVING RESOLUTION R17-15 AUTHORIZING AN APPLICATION FOR, AND IF AWARDED, ACCEPTING A GRANT FOR RIFLE-RESISTANT BODY ARMOR.

6. CONSIDER APPROVING RESOLUTION R17-17 TO AUTHORIZE AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE AMY YOUNG BARRIER REMOVAL PROGRAM (AYBR) AND TO AUTHORIZE SIGNATORIES.
7. CONCUR WITH PRELIMINARY FINANCIALS FOR AUGUST, 2017.
8. APPROVE MINUTES FOR AUGUST 14 (AMENDED), SEPTEMBER 7, AND SEPTEMBER 14, 2017.

Council Member Garcia requested to have agenda item 4 pulled from the consent agenda. Mayor Pro Tem Lopez moved to approve the consent agenda for items 5-8 as presented and Council Member Ariola seconded the motion. VOTE: Five voted AYE. Motion passed.

Council Member Garcia stated that as a member of the group that sponsors the car show, he wished to abstain from casting a vote on agenda item number 4. With no further discussion, Mayor Pro Tem Lopez moved to approve agenda item no. 4 as presented and Council Member Gonzales seconded the motion. VOTE: Four voted AYE; One abstention. Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

9. CONSIDER INTRODUCING ORDINANCE 2017-15 REVISING THE LANDSCAPE ORDINANCE REQUIRED LANDSCAPING PERCENTAGES, PLANT LISTS, AND AMEND THE TREE PRESERVATION AND MITIGATION REQUIREMENTS.

Ms. Ashley Lumpkin, Director of Development Services, presented an ordinance for consideration regarding a proposed amendment to the landscaping ordinance to provide flexibility within the tree preservation and tree mitigation requirements for future developments. The amendment also adds the Bradford pear to the list of invasive plants. The changes relate to non-residential properties. With no objections, Mr. Hejl introduced the ordinance as presented.

ORDINANCE NO. 2017-15

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2010-12 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON JUNE 22, 2010 AS HERETOFORE AMENDED, BY MODIFYING 28-29(B)(1) REQUIRED SITE LANDSCAPING AND TABLE 4.1 – REQUIRED LANDSCAPING, AMENDING SECTION 28-31 TREE PRESERVATION AND PROTECTED TREES, AND MODIFYING APPENDIX A – PREFERRED PLANT LIST AND APPENDIX B – INVASIVE PLANTS

10. CONSIDER INTRODUCING ORDINANCE 2017-23 REGARDING A SPECIFIC USE PERMIT FOR A YOGA STUDIO.

Ms. Lumpkin presented an ordinance to consider granting a Specific Use Permit for a yoga studio located at 407 W. 6th Street. Hearing no comment or discussion, Mayor Rydell asked Mr. Hejl to introduce the ordinance as presented.

ORDINANCE NO. 2017-23

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT FOR PROPERTY BEING CITY OF TAYLOR, BLOCK 41, LOT 6 (E/PT), ALSO KNOWN AS 407 WEST 6TH STREET IN TAYLOR, WILLIAMSON COUNTY, TEXAS, FOR A YOGA STUDIO/CENTER USE IN THE MF-2 HIGH DENSITY MULTIFAMILY DISTRICT SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

11. CONSIDER INTRODUCING ORDINANCE 2017-26 REVISING THE ZONING ORDINANCE TO INCLUDE DONATION CONTAINERS AND RECYCLING BINS.

Ms. Lumpkin presented an ordinance for consideration to revise the current Zoning Ordinance to address donation containers and recycling bins. There was no additional comment or discussion on this item and Mayor Rydell asked Mr. Hejl to introduce the ordinance as presented.

ORDINANCE 2017-26

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2001-17 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001 AS HERETOFORE AMENDED, BY ADDING SECTION 3.5.2.10, DONATION CONTAINERS AND RECYCLE BINS AS AN ACCESSORY USE AND ADDING DONATION CONTAINERS AND RECYCLE BINS TO SECTION 11, DEFINITIONS.

12. RECEIVE INFORMATION ON INVESTMENT STRATEGIES FOR PUBLIC FUNDS.

Ms. Rosemarie Dennis, Director of Finance, introduced Ms. Linda Patterson who was invited to provide information on investment strategies for public funds. Council Member Garcia made a request to get additional help to see if the city might be able to get more out of their current investments. Mr. Turner asked staff to request a proposal from Ms. Patterson for such services and to inform council of the cost prior to taking any further action. Hearing no further comments or discussion Council Member Garcia moved to accept the report as presented and Council Member Ariola seconded the motion. VOTE: Five voted AYE. Motion passed.

13. RECEIVE INFORMATION ON FINANCING OPTIONS FOR MUNICIPALITIES.

Ms. Dennis invited Ms. Jennifer Douglas with Specialized Public Finance, Inc. to provide information on financing options available to municipalities. Council Member Ariola requested an additional workshop to further discuss Public Improvement Districts (PID). Mayor Pro Tem Lopez moved to accept the report as presented and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

14. CONSIDER APPROVING 2017 EMPLOYEE COMPENSATION STUDY.

Ms. Kim Peterson, Director of Human Resources, introduced Mr. Sam Heinz with Public Sector Personnel Consultants who presented a recap of the compensation study presented at the July 13, 2017 council meeting. A recommendation was made that council consider a possible increase in retirement benefit matching contributions in an effort to stay competitive in the current hiring market. Hearing no further comment or discussion Mayor Pro Tem Lopez moved to approve the compensation study as presented and Council Member Garcia seconded the motion. VOTE: Five voted AYE. Motion passed.

15. CONSIDER APPROVING AGREEMENT WITH LONE STAR SOCCER.

Mr. Mike DeVito, presented a request to consider approving an agreement to enter into a partnership with the Lonestar Soccer Club to apply for a grant and build additional fields at the Taylor Regional Park and Sports Complex. Under the terms of the agreement Lonestar Soccer Club will provide \$200,000 to the City of Taylor to use as matching funds to apply for a grant from the Texas Parks and Wildlife Department. The City agrees to develop two additional soccer fields at the Park that will be available to the Club under terms outlined in the agreement.

Council Member Garcia moved to approve the agreement as presented and Mayor Pro Tem Lopez seconded the motion. VOTE: Five voted AYE. Motion passed.

16. CONDUCT PUBLIC HEARING AND CONSIDER APPROVING RESOLUTION R17-16 TO SUBMIT AN APPLICATION TO THE TEXAS PARKS AND WILDLIFE FOR A NON-URBAN OUTDOOR RECREATION GRANT.

Mr. DeVito presented a request to submit an application for a non-urban outdoor recreation grant. The proposed project will include soccer fields, batting cages, shade structures, picnic areas, trails and a fishing pier. Mayor Rydell opened the Public Hearing at 8:06 pm and invited anyone to come speak on this item. Mr. Johan Borges came forward and asked if the grant would include other sports. Mr. Larry Caldwell presented a request to consider making improvements to the Doak Ball Fields. No other comments were presented and the Public Hearing was closed at 8:08 pm.

Council Member Garcia moved to approve Resolution R17-16 to submit the grant application for \$500,000 to the Texas Parks and Wildlife for the project described as presented and Mayor Pro Tem Lopez seconded the motion. VOTE: Five voted AYE. Motion passed.

17. CONSIDER APPROVING ECONOMIC DEVELOPMENT AGREEMENT FOR PROJECT BAY.

This item was moved to the October 12, 2017 meeting and was not discussed at this time.

18. RECEIVE UPDATE ON HOTEL DEVELOPMENT.

Mr. Nimesh Patel presented an update on the hotel development. He outlined recent activities including the completion of the environmental study, submitting the building and site plans, completion of a traffic study, landscaping plan, and financing has been secured from a local lender. Mr. Patel hopes to have a groundbreaking at the end of October with completion in late 2018. He cited a slight delay working with the Holiday Inn franchise to agree with all the plans including the meeting/conference room that was added at our request.

Mayor Pro Tem Lopez moved to accept the report as presented and Council Member Garcia seconded the motion. VOTE: Five voted AYE. Motion passed.

19. DISCUSS AND CONSIDER APPROVING AGREEMENT WITH THE TAYLOR CHAMBER OF COMMERCE FOR HOTEL/MOTEL TAX FUNDS.

Mr. DeVito presented a request to consider approving the agreement with the Chamber of Commerce for the distribution of a portion (not to exceed \$50,000) of the City Hotel/Motel Occupancy Tax. The Chamber is directed to use these funds to provide grants for local organizations offering tourism based events. City staff is working with the Chamber to develop a viable method to identify and track hotel visitors attending sporting events.

Council Member Ariola moved to approve the agreement as presented and Mayor Pro Tem Lopez seconded the motion. VOTE: Five voted AYE. Motion passed.

20. DISCUSS POSSIBLE CHARTER AMENDMENTS.

Council Member Garcia requested this item be discussed and would like a new committee, or selected persons, to review the results of the last committee. The question was raised as to the need to revisit this subject with so many other items currently under review. It was pointed out that the previous council opted not to take any action once the review was completed. Mayor Rydell asked to invite the previous committee to meet with Council to provide more information on their findings. Staff was tasked with setting up the meeting.

21. CONSIDER APPROVING RESOLUTION R17-21 FOR NOMINATION(S) TO THE WILLIAMSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS ELECTION.

Ms. Brock presented a resolution to nominate an individual or individuals to be added to the election slate for the Williamson Central Appraisal District Board of Directors. The deadline to submit nominees is October 15th. Due to the small number of votes the city has (35) and the fact that the Taylor ISD opted not to submit a nomination, Council opted to not make a nomination at this time.

22. CONSIDER PROPOSED FUTURE AGENDA TOPICS AND ITEMS FOR DISCUSSION.

Mayor Rydell asked Council Members for future agenda items. Mayor Pro Tem Lopez requested more information on Public Improvement Districts and Council Member Garcia requested more information regarding the franchise agreement with Progressive Waste Solutions and their rates for dumpsters.

(Mayor Rydell presented the certified agenda and entered into closed session at 9:08 p.m.)

23. EXECUTIVE SESSION I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas and with the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.

- Project Bay
- Project X

24. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Rydell returned to open session at 9:37 p.m. and stated that no action or vote was taken in closed session.

ADJOURN

With no further action Mayor Rydell declared the meeting adjourned at 9:37 p.m.

Brandt Rydell, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #:

6

Agenda Title:

Consider the adoption of an Ordinance 2017-30 authorizing the issuance of the City of Taylor, Texas General Obligation Refunding Bonds; levying an Ad Valorem tax in support of the bonds; establishing procedures for selling and delivery of one or more series of the bonds; and authorizing other matters relating to the bonds.

Council Action to be taken: Approve Ordinance 2017-30 as presented

Department Submitted: Finance Department/City Management

Staff Contact: Rosemarie Dennis, Finance Director
Isaac D. Turner, City Manager

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to seek Council's consideration to approve Ordinance 2017-30 and to authorize the issuance of \$3,135,000 in General Obligation Refunding Bonds, Series 2017 and directing the City Manager and/or Mayor to act as pricing agent.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The City's financial advisor Ms. Douglas will present a report on the refunding analysis of the City's outstanding debt. Based on her review of the City's outstanding debt, the City has an opportunity for savings by refunding the 2008 and 2010 bond series. The estimated savings is \$196,438 over the life of the issuance, twelve years.

Ms. Douglas recommends that Council consider authorizing a "refunding delegation" that would allow the Council to delegate pricing authority to staff in the event that savings meet. That way, if the market moves in the City's favor, the savings can be locked in without having to wait for the next Council meeting. The same recommendation was considered when the City did the refunding of bonds in December of 2015, June and October of 2016.

This will be the first and only reading of Ordinance 2017-30 under the Texas Government Code 1201.028 a single meeting of governing body is sufficient for this purpose.

Staff recommends approving Ordinance 2017-30 authorizing the issuance of General Obligation Refunding Bonds, Series 2017 and directing the City Manager and/or the Mayor to act as pricing agent.

3. FUNDING SOURCE

General Interest and Sinking Fund which is Tax supported and the Utility Fund.

4. TIMELINE CONSIDERATIONS

Immediate consideration is needed in order to meet the timeline that has been provide by the City's financial advisor.

5. OTHER OPTIONS (In order of preference)
--

N/A

6. ATTACHMENTS

- 6a. [Ordinance 2017-30](#)
- 6b. [A Refinance Illustration](#)
- 6c. [Taylor 2017 Ref. Timetable](#)

ORDINANCE NO. 2017-__

**ORDINANCE AUTHORIZING THE ISSUANCE OF THE
CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BONDS;
LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING
PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE
BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

Adopted October 12, 2017

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EXHIBIT A DEFINITIONS

EXHIBIT B DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

EXHIBIT C WRITTEN PROCEDURES

ORDINANCE NO. 2017-__

**ORDINANCE AUTHORIZING THE ISSUANCE OF THE
CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BONDS;
LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING
PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE
BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF TAYLOR §

WHEREAS, the City has duly issued and there is now outstanding various series of ad valorem tax obligations and utility system obligations; and

WHEREAS, the City Council of the City deems it advisable and in the best interest of the City to refund the Refunded Obligations, as defined in Exhibit "A" attached hereto, in order to achieve a net present value debt service savings of not less than 3.00% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the City Manager, acting as the designated pricing officer of the City, or, in the absence of the City Manager, City's Finance Director, all in accordance with the provisions of Chapter 1207 of the Texas Government Code thereof; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with a paying agent for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized: and

WHEREAS, the Bonds authorized by this Ordinance are being issued and delivered pursuant to the City Charter and Chapter 1207 of the Texas Government Code, as amended, and other applicable laws: and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TAYLOR, TEXAS:

Section 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 3. AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds, each to be designated the "**CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BONDS**," in one or more Series are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in the aggregate principal amount not to exceed \$10,000,000 for the purpose of providing funds for (i) refunding the Refunded Obligations, and (ii) paying the costs of issuing the Bonds.

Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION. (a) Initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 15, 2034, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. Each Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded as set forth in each Pricing Certificate for a series of Bonds and the Pricing Certificate shall determine and designate the tax status of a Series of Bonds as the Taxable Bonds or Tax-Exempt Bonds. The authority for the Pricing Officer to execute and deliver a Pricing Certificate for a Series of Bonds shall expire at 5:00

p.m. C.D.T. on April 12, 2018. Bonds priced on or before April 12, 2018 may be delivered to the initial purchaser after such date.

(b) As authorized by Chapter 1207, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering one or more Series of the Bonds, determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, whether the Bonds shall be issued as Taxable Bonds or Tax-Exempt Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 3.00% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by either competitive sale, private placement or negotiated sale to the underwriter pursuant to a bond purchase agreement as determined by the Pricing Officer, at such price, with and subject to such terms, as determined by the Pricing Officer in the Pricing Certificate. The Pricing Officer may not execute a Pricing Certificate unless the minimum required savings as described in this subsection is achieved.

To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing

underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3.02(b) above. The Bond Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(c) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(d) Right of Redemption. The City reserves the right, at its option, to redeem the Bonds as set forth in the FORM OF BOND and the Pricing Certificate. The City, at least thirty (30) days before the date of any optional redemption, shall notify the Paying Agent/Registrar of such redemption date and of the amount and maturity of the Bonds to be redeemed.

(e) Notice of Redemption to Bondholder. The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than twenty (20) days before the date fixed for redemption, to the Bondholder at the address

shown in the Register. The notice shall state among other things, the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and that the Bonds so called for redemption shall cease to bear interest after the redemption date. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(f) Effect of Redemption. Notice of redemption having been given as provided in this Section, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

(g) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at the Paying Agent/Registrar, which shall be The Bank of New York Mellon Trust Company, N.A., in Dallas, Texas unless such other bank or trust company is hereafter appointed as may be determined by the Pricing Officer at pricing of the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such

reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 5(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional orders, ordinances, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1206, Texas Government Code, as amended, and particularly Subchapter B thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage

prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers

and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds.

Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such

Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter of the Bonds or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such Underwriters one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 6. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

FORM OF BOND

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate.)

NO. R-	UNITED STATES OF AMERICA	PRINCIPAL
	STATE OF TEXAS	AMOUNT
	WILLIAMSON COUNTY	\$_____
	CITY OF TAYLOR, TEXAS	
	GENERAL OBLIGATION REFUNDING BOND,	
	SERIES _____*	

[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]

<u>INTEREST RATE</u>	<u>DATE OF BOND</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
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*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, **CITY OF TAYLOR, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____, 20____, on _____, 20____ and semiannually thereafter on each _____ and _____ to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at _____, (the "Paying Agent/Registrar") at their office for payment in _____, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the last business day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest

(which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

**[FORM OF FIRST PARAGRAPHS
OF PREMIUM COMPOUND INTEREST BOND]**

NO. PC-

**MATURITY
AMOUNT
\$ _____**

INTEREST RATE

ISSUANCE DATE

DATE OF BONDS

MATURITY DATE

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, CITY OF TAYLOR, TEXAS (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the

* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

designated office for payment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the order authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, 20__*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____, **TO PROVIDE FUNDS FOR THE FOLLOWING: (I) REFUNDING THE REFUNDED OBLIGATIONS; AND (II) PAYING THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS.**

ON _____, __*, or on any date thereafter, the Bonds of this Series maturing on and after _____, __* may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful sources, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the dated fixed for redemption, as a whole or in part,

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

the particular maturities to be redeemed shall be selected and designated by the Issuer, and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000).

[**THE BONDS MATURING ON** _____, ____* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on _____, 20__*

<u>Redemption Date</u> *	<u>Principal Amount</u> *
_____, 20__	\$
_____, 20__†	\$ †

† Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]*

NO LESS THAN 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall

*Use of Term Bonds, if any, to be determined by the Pricing Officer.

be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Clerk

Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or

replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be
guaranteed by a member firm of
the New York Stock Exchange or
a commercial bank or trust company.

NOTICE: The signature above
must correspond with the name
of the Registered Owner as it
appears upon the front of this
Bond in every particular, with-
out alteration or enlargement
or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BONDS

(i) If requested by the initial purchaser of the Bonds, the initial Current Interest Bonds shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Taylor, Texas (the "Issuer"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____, 20__* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Principal	Interest
<u>Amount</u>	<u>Maturity Date</u>
_____	<u>Rates</u> _____

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20__* at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**THE CITY OF TAYLOR, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

Principal		Interest
<u>Amount</u>	<u>Maturity Date</u>	<u>Rate</u>

(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____, 20__.* For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

Section 7. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. ESTABLISHMENT OF ESCROW FUND. Escrow Fund. A portion of the proceeds of the Bonds, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement.

Section 9. DEFEASANCE OF BONDS (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii)

shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately

above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Pricing Officer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to use all of the proceeds of the Tax-Exempt Bonds for the purposes set forth in Section 3 and the payment of principal, interest and redemption premium on the Refunded Obligations;

(2) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited

into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(5) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(8) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations not expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in Ordinance for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in Ordinance for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (2) the date the Tax-Exempt Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an

opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(g) Designation as Qualified Tax-Exempt Obligations. The Pricing Officer is authorized to designate the Tax-Exempt Bonds as bank qualified obligations if the City qualifies to make such a designation at the time of pricing the Tax-Exempt Bonds.

(h) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit C as its written procedures.

Section 13. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. The Pricing Officer is hereby authorized to approve a Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12 of the Bonds are issued through a public offering. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City Council shall be approved by the Pricing Officer and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchaser, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Ordinance; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

Section 14. INSURANCE PROVISIONS. In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the Underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 15. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, certain financial information and operating data with respect to the City as determined by the Pricing Officer at the time the Bonds are sold. The Pricing Certificate shall specify such financial and operating data of the general type included in a final Official Statement authorized by Section 13 of this Ordinance. Any financial statements to be so provided shall be (1) provided annually to the MSRB in an electronic format as prescribed by the MSRB within 12 months after the end of any fiscal year, (2) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (3) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents

provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the taxstatus of the Bonds.
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this

Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 16. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 17. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of

the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 19. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in Ordinance to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, Director of Finance and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in Ordinance to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 21. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 22. INCONSISTENT PROVISIONS. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises

and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

Section 24. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 25. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 12th day of October, 2017.

CITY OF TAYLOR:

By: Mayor, City of Taylor, Texas

ATTEST:

City Clerk, City of Taylor, Texas

EXHIBIT A

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Accreted Value*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"*Accretion Table*" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy, if any, for the Bonds as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

"*Bonds*" means one or more Series of the Bonds and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond order and the Pricing Certificate and including any Tax-Exempt Bonds and/or Taxable Bonds as designated by the Pricing Officer, and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"*Book-Entry-Only System*" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" and "*Issuer*" mean the City of Taylor, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Bonds.

"*Compounded Amount*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"*Compounding Dates*" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"*Current Interest Bonds*" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"*Depository*" means one or more official depository banks of the City.

"*DTC*" means The Depository Trust Company, New York, New York and its successors and assigns.

"*DTC Participant*" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Escrow Agent*" means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas unless such other bank or trust company is hereafter appointed as may be determined by the Pricing Officer at pricing of the Bonds or any successor escrow agent under the Escrow Agreement.

"*Escrow Agreement*" means the agreements by and between the City and the Escrow Agent relating to refunding the Refunded Obligations and the cash defeasance, respectively.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"*Fiscal Year*" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"*Holder*," "*Holders*," "*Owners*" or "*Registered Owners*" means any person or entity in whose name a Bond is registered in the Register, for any Bonds.

"*Initial Bonds*" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"*Insurance Policy*" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

"*Interest and Sinking Fund*" means the special fund maintained by the provisions of Section 6 of this Ordinance.

"*Interest Payment Date*" means a date on which interest on the Bonds is due and payable.

"*Issuance Date*" means the date of delivery of the related Series of the Bonds.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Ordinance*" means this ordinance finally adopted by the City Council on October 27, 2016.

"*Outstanding*", when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Ordinance, except:

(1) Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Bonds deemed paid pursuant to the provisions of Section 9 of this Ordinance;

(3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Ordinance

(4) Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Premium Compound Interest Bonds*" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"*Pricing Certificate*" means each Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of one or more Series of the Bonds.

"*Pricing Officer*" means the City Manager, acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the City Manager, the City's Finance Director may act as the designated pricing officer of the City to execute the Pricing Certificate.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Bonds.

"*Record Date*" means Record Date as defined in Section 6 the Form of Bonds and each Pricing Certificate.

"*Redemption Date*" means a date fixed for redemption of any Bond pursuant to the terms of this Ordinance and each Pricing Certificate.

"*Refunded Obligations*" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"*Refundable Obligations*" means all or a portion of the City's outstanding ad valorem tax obligations and utility system obligations.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"*Replacement Bonds*" means the Bonds authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 10 of this Ordinance.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*Taxable Bonds*" means the any Bonds designated by the Pricing Officer in the Pricing Certificate as Taxable Bonds, the interest on which is includable in the gross income of the owner thereof for federal income tax purposes.

"*Tax-Exempt Bonds*" means the any Bonds designated by the Pricing Officer as Tax-Exempt Bonds, the interest on which is excludable in the gross income of the owner thereof for federal income tax purposes, pursuant to Section 103 of the Code.

"*Underwriters*" means the Senior Managing Underwriter and any additional investment banking firms designated by the Pricing Officer in the Pricing Certificate.

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 15 of this Ordinance.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in the Official Statement.

EXHIBIT "C"

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the City of Taylor, Texas (the "City") in complying with federal guidelines related to the issuance of such Obligations.

A. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The City Manager of the City (such officer, together with other employees of the City who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:

1. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;

2. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;

3. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and

4. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.

Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the City issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of

the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the City issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

1. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
2. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
3. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

1. Maintain any official action of the City (such as a reimbursement resolution) stating the City's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
2. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
3. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
4. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
5. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

B. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The

Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

1. Develop procedures or a "tracking system" to identify all property financed with Obligations;
2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public:
 - a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
 - b. has a right to use the output of the Project (e.g., water, gas, electricity); or
 - c. has a right to use the Project to conduct or to direct the conduct of research;
4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, has a naming right for the Project or any other contractual right granting an intangible benefit;
5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

D. Responsible Person. A Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the City whenever experienced advisors

and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.

Preliminary

City of Taylor, Texas

\$3,135,000 General Obligation Refunding Bonds, Series 2017

For Purposes of Illustration Only

Total Issue Sources And Uses

Dated 12/20/2017 | Delivered 12/20/2017

	General Fund	Water & Sewer	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$1,490,000.00	\$1,645,000.00	\$3,135,000.00
Reoffering Premium	107,215.35	134,026.80	241,242.15
Total Sources	\$1,597,215.35	\$1,779,026.80	\$3,376,242.15
Uses Of Funds			
Total Underwriter's Discount (0.807%)	11,916.88	13,382.72	25,299.60
Costs of Issuance	33,269.54	36,730.46	70,000.00
Deposit to Net Cash Escrow Fund	1,549,195.21	1,731,659.70	3,280,854.91
Rounding Amount	2,833.72	(2,746.08)	87.64
Total Uses	\$1,597,215.35	\$1,779,026.80	\$3,376,242.15

Preliminary

City of Taylor, Texas

\$3,135,000 General Obligation Refunding Bonds, Series 2017

For Purposes of Illustration Only

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/30/2018	126,387.50	1,352,662.50	1,478,962.36	1,483,700.00	4,737.64
09/30/2019	565,500.00	773,462.50	1,338,962.50	1,359,500.00	20,537.50
09/30/2020	91,200.00	749,932.50	841,132.50	862,770.00	21,637.50
09/30/2021	241,200.00	96,525.00	337,725.00	359,362.50	21,637.50
09/30/2022	241,700.00	93,262.50	334,962.50	354,725.00	19,762.50
09/30/2023	252,050.00	-	252,050.00	269,875.00	17,825.00
09/30/2024	356,950.00	-	356,950.00	372,650.00	15,700.00
09/30/2025	353,550.00	-	353,550.00	370,750.00	17,200.00
09/30/2026	340,000.00	-	340,000.00	358,425.00	18,425.00
09/30/2027	351,600.00	-	351,600.00	366,100.00	14,500.00
09/30/2028	739,600.00	-	739,600.00	752,925.00	13,325.00
09/30/2029	301,600.00	-	301,600.00	312,750.00	11,150.00
Total	\$3,961,337.50	\$3,065,845.00	\$7,027,094.86	\$7,223,532.50	\$196,437.64

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	168,358.01
Net PV Cashflow Savings @ 2.824%(AIC)	168,358.01
Contingency or Rounding Amount	87.64
Net Present Value Benefit	\$168,445.65
Net PV Benefit / \$3,110,000 Refunded Principal	5.416%

Refunding Bond Information

Refunding Dated Date	12/20/2017
Refunding Delivery Date	12/20/2017

Preliminary

City of Taylor, Texas

\$3,135,000 General Obligation Refunding Bonds, Series 2017

For Purposes of Illustration Only

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
08/15/2018	Serial Coupon	2.000%	1.150%	60,000.00	100.550%	-	-	-	60,330.00
08/15/2019	Serial Coupon	2.000%	1.300%	465,000.00	101.140%	-	-	-	470,301.00
08/15/2021	Serial Coupon	3.000%	1.550%	150,000.00	105.128%	-	-	-	157,692.00
08/15/2022	Serial Coupon	3.000%	1.750%	155,000.00	105.560%	-	-	-	163,618.00
08/15/2023	Serial Coupon	3.000%	1.950%	170,000.00	105.592%	-	-	-	179,506.40
08/15/2024	Serial Coupon	3.000%	2.100%	280,000.00	105.559%	-	-	-	295,565.20
08/15/2025	Serial Coupon	3.000%	2.250%	285,000.00	105.243%	-	-	-	299,942.55
08/15/2026	Serial Coupon	3.000%	2.350%	280,000.00	105.060%	-	-	-	294,168.00
08/15/2027	Serial Coupon	4.000%	2.400%	300,000.00	113.710%	-	-	-	341,130.00
08/15/2028	Serial Coupon	4.000%	2.500%	700,000.00	112.791% c	2.616%	08/15/2027	100.000%	789,537.00
08/15/2029	Serial Coupon	4.000%	2.600%	290,000.00	111.880% c	2.798%	08/15/2027	100.000%	324,452.00
Total	-	-	-	\$3,135,000.00	-	-	-	-	\$3,376,242.15

Bid Information

Par Amount of Bonds	\$3,135,000.00
Reoffering Premium or (Discount)	241,242.15
Gross Production	\$3,376,242.15
Total Underwriter's Discount (0.807%)	\$(25,299.60)
Bid (106.888%)	3,350,942.55
Total Purchase Price	\$3,350,942.55
Bond Year Dollars	\$23,236.46
Average Life	7.412 Years
Average Coupon	3.5562111%
Net Interest Cost (NIC)	2.6268846%
True Interest Cost (TIC)	2.4984076%

Preliminary

City of Taylor, Texas

\$3,135,000 General Obligation Refunding Bonds, Series 2017

For Purposes of Illustration Only

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/20/2017	-	-	-	-	-
02/15/2018	-	-	15,537.50	15,537.50	-
08/15/2018	60,000.00	2.000%	50,850.00	110,850.00	-
09/30/2018	-	-	-	-	126,387.50
02/15/2019	-	-	50,250.00	50,250.00	-
08/15/2019	465,000.00	2.000%	50,250.00	515,250.00	-
09/30/2019	-	-	-	-	565,500.00
02/15/2020	-	-	45,600.00	45,600.00	-
08/15/2020	-	-	45,600.00	45,600.00	-
09/30/2020	-	-	-	-	91,200.00
02/15/2021	-	-	45,600.00	45,600.00	-
08/15/2021	150,000.00	3.000%	45,600.00	195,600.00	-
09/30/2021	-	-	-	-	241,200.00
02/15/2022	-	-	43,350.00	43,350.00	-
08/15/2022	155,000.00	3.000%	43,350.00	198,350.00	-
09/30/2022	-	-	-	-	241,700.00
02/15/2023	-	-	41,025.00	41,025.00	-
08/15/2023	170,000.00	3.000%	41,025.00	211,025.00	-
09/30/2023	-	-	-	-	252,050.00
02/15/2024	-	-	38,475.00	38,475.00	-
08/15/2024	280,000.00	3.000%	38,475.00	318,475.00	-
09/30/2024	-	-	-	-	356,950.00
02/15/2025	-	-	34,275.00	34,275.00	-
08/15/2025	285,000.00	3.000%	34,275.00	319,275.00	-
09/30/2025	-	-	-	-	353,550.00
02/15/2026	-	-	30,000.00	30,000.00	-
08/15/2026	280,000.00	3.000%	30,000.00	310,000.00	-
09/30/2026	-	-	-	-	340,000.00
02/15/2027	-	-	25,800.00	25,800.00	-
08/15/2027	300,000.00	4.000%	25,800.00	325,800.00	-
09/30/2027	-	-	-	-	351,600.00
02/15/2028	-	-	19,800.00	19,800.00	-
08/15/2028	700,000.00	4.000%	19,800.00	719,800.00	-
09/30/2028	-	-	-	-	739,600.00
02/15/2029	-	-	5,800.00	5,800.00	-
08/15/2029	290,000.00	4.000%	5,800.00	295,800.00	-
09/30/2029	-	-	-	-	301,600.00
Total	\$3,135,000.00	-	\$826,337.50	\$3,961,337.50	-

Yield Statistics

Bond Year Dollars	\$23,236.46
Average Life	7.412 Years
Average Coupon	3.5562111%
Net Interest Cost (NIC)	2.6268846%
True Interest Cost (TIC)	2.4984076%
Bond Yield for Arbitrage Purposes	2.3060274%
All Inclusive Cost (AIC)	2.8242013%

IRS Form 8038

Net Interest Cost	2.2980818%
Weighted Average Maturity	7.541 Years

17 GO Ref (9/29) | Issue Summary | 9/29/2017 | 1:18 PM

Preliminary

City of Taylor, Texas

\$3,135,000 General Obligation Refunding Bonds, Series 2017

For Purposes of Illustration Only

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
12/20/2017	-	-	-	1.91	-	1.91
01/24/2018	462,617.00	0.950%	421.42	463,038.42	463,038.34	1.99
02/15/2018	50,512.00	0.950%	5,907.15	56,419.15	56,418.75	2.39
08/15/2018	37,295.00	1.220%	19,123.48	56,418.48	56,418.75	2.12
02/15/2019	37,591.00	1.310%	18,826.80	56,417.80	56,418.75	1.17
08/15/2019	2,692,838.00	1.380%	18,580.58	2,711,418.58	2,711,418.75	1.00
Total	\$3,280,853.00	-	\$62,859.43	\$3,343,714.34	\$3,343,713.34	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield

Cash Deposit	1.91
Cost of Investments Purchased with Bond Proceeds	3,280,853.00
Total Cost of Investments	\$3,280,854.91

Target Cost of Investments at bond yield	\$3,239,376.70
Actual positive or (negative) arbitrage	(41,478.21)

Yield to Receipt	1.3758463%
Yield for Arbitrage Purposes	2.3060274%

State and Local Government Series (SLGS) rates for	9/29/2017
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Preliminary

City of Taylor, Texas

\$3,135,000 General Obligation Refunding Bonds, Series 2017

For Purposes of Illustration Only

Summary Of Bonds Refunded

Issue	Purpose	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 12/15/2008 Delivered 12/30/2008								
08 CO SWS revised after 2016 ref	Tax	08/15/2019	Serial	Coupon	4.000%	250,000	01/24/2018	100.000%
Subtotal		-	-	-	-	\$250,000	-	-
Dated 6/15/2010 Delivered 7/15/2010								
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2021	Serial	Coupon	4.250%	80,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2022	Serial	Coupon	4.250%	80,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2023	Serial	Coupon	4.250%	90,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2024	Serial	Coupon	4.250%	145,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2025	Serial	Coupon	4.250%	150,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2026	Serial	Coupon	4.250%	150,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2027	Serial	Coupon	4.250%	160,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2028	Serial	Coupon	4.250%	365,000	08/15/2019	100.000%
Subtotal		-	-	-	-	\$1,220,000	-	-
Dated 12/15/2008 Delivered 12/30/2008								
08 CO SWS revised after 2016 ref	WW&SS	08/15/2019	Serial	Coupon	4.000%	205,000	01/24/2018	100.000%
Subtotal		-	-	-	-	\$205,000	-	-
Dated 6/15/2010 Delivered 7/15/2010								
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2021	Serial	Coupon	4.250%	70,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2022	Serial	Coupon	4.250%	75,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2023	Serial	Coupon	4.250%	80,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2024	Serial	Coupon	4.250%	135,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2025	Serial	Coupon	4.250%	140,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2026	Serial	Coupon	4.250%	140,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2027	Serial	Coupon	4.250%	150,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2028	Serial	Coupon	4.250%	345,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2029	Serial	Coupon	4.250%	300,000	08/15/2019	100.000%
Subtotal		-	-	-	-	\$1,435,000	-	-
Total		-	-	-	-	\$3,110,000	-	-

17 GO Ref (9/29) | Issue Summary | 9/29/2017 | 1:18 PM

Preliminary

City of Taylor, Texas

General Obligation Refunding Bonds, Series 2017

For Purposes of Illustration Only

General Fund Portion

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/30/2018	60,680.56	808,755.00	866,601.84	870,605.00	4,003.16
09/30/2019	301,400.00	404,715.00	706,115.00	716,565.00	10,450.00
09/30/2020	41,300.00	375,295.00	416,595.00	427,145.00	10,550.00
09/30/2021	121,300.00	96,525.00	217,825.00	228,375.00	10,550.00
09/30/2022	118,900.00	93,262.50	212,162.50	221,712.50	9,550.00
09/30/2023	126,500.00	-	126,500.00	135,050.00	8,550.00
09/30/2024	178,800.00	-	178,800.00	186,225.00	7,425.00
09/30/2025	179,450.00	-	179,450.00	185,062.50	5,612.50
09/30/2026	169,950.00	-	169,950.00	178,687.50	8,737.50
09/30/2027	175,600.00	-	175,600.00	182,312.50	6,712.50
09/30/2028	374,400.00	-	374,400.00	380,512.50	6,112.50
Total	\$1,848,280.56	\$1,778,552.50	\$3,623,999.34	\$3,712,252.50	\$88,253.16

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	74,275.02
Net PV Cashflow Savings @ 2.778%(AIC)	74,275.02
Contingency or Rounding Amount	2,833.72
Net Present Value Benefit	\$77,108.74
Net PV Benefit / \$1,470,000 Refunded Principal	5.245%

Refunding Bond Information

Refunding Dated Date	12/20/2017
Refunding Delivery Date	12/20/2017

Preliminary

City of Taylor, Texas

General Obligation Refunding Bonds, Series 2017

For Purposes of Illustration Only

Water & Sewer Portion

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/30/2018	65,706.94	543,907.50	612,360.52	613,095.00	734.48
09/30/2019	264,100.00	368,747.50	632,847.50	642,935.00	10,087.50
09/30/2020	49,900.00	374,637.50	424,537.50	435,625.00	11,087.50
09/30/2021	119,900.00	-	119,900.00	130,987.50	11,087.50
09/30/2022	122,800.00	-	122,800.00	133,012.50	10,212.50
09/30/2023	125,550.00	-	125,550.00	134,825.00	9,275.00
09/30/2024	178,150.00	-	178,150.00	186,425.00	8,275.00
09/30/2025	174,100.00	-	174,100.00	185,687.50	11,587.50
09/30/2026	170,050.00	-	170,050.00	179,737.50	9,687.50
09/30/2027	176,000.00	-	176,000.00	183,787.50	7,787.50
09/30/2028	365,200.00	-	365,200.00	372,412.50	7,212.50
09/30/2029	301,600.00	-	301,600.00	312,750.00	11,150.00
Total	\$2,113,056.94	\$1,287,292.50	\$3,403,095.52	\$3,511,280.00	\$108,184.48

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	94,055.80
Net PV Cashflow Savings @ 2.861%(AIC)	94,055.80
Contingency or Rounding Amount	(2,746.08)
Net Present Value Benefit	\$91,309.72
Net PV Benefit / \$1,640,000 Refunded Principal	5.568%

Refunding Bond Information

Refunding Dated Date	12/20/2017
Refunding Delivery Date	12/20/2017



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

City of Taylor, Texas Summary Timetable for Issuance of General Obligation Refunding Bonds, Series 2017

- | | |
|------------------------------|---|
| *Thursday, October 12, 2017* | • City Council adopts an ordinance authorizing the issuance of the Bonds and directing the City Manager and/or Mayor to act as pricing agent if City Council parameters are met within six months. |
| Tuesday, October 17, 2017 | • Draft Preliminary Official Statement is circulated by financial advisor for comment. |
| Week of October 22, 2017 | • Rating agency conference call with City Staff. |
| Wednesday, November 8, 2017 | • Rating is received. |
| Thursday, November 9, 2017 | • Preliminary Official Statement is electronically distributed by financial advisor. |
| Thursday, November 16, 2017 | • Bonds are priced with underwriters by financial advisor (tentative date, based on market conditions.)

• Bonds are awarded to underwriter by signature of City Manager or Mayor, assuming parameters established by City Council are met. |
| Thursday, December 14, 2017 | • Closing. Bonds are delivered and existing bonds redeemed. |

* Requires Official Council Meeting.



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 7

Agenda Title: Consider approving economic development agreement for Project Bay.

Council Action to be taken: Consider approval

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP, Director

1. PURPOSE/DESCRIPTION

The purpose of this item is to consider approving a 380 economic development agreement with a HCLP Holdings, Ltd., currently looking to expand their Central Texas operations in Taylor.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

HCLP Holdings, Ltd. proposes to build a new truss and panel facility on approximately 28 acres off South Park Blvd. The initial capital investment will be a minimum of four million dollars, the building will be at least 60,000 square feet, and will be fully constructed in the County and annexed upon completion of the facility. The developer has agreed to follow all City-adopted fire codes for the new facility.

In addition to constructing the facility, there is a possibility for the company to extend a rail spur from the adjacent north-south track, thus enhancing their ability to get materials in and out of the facility. HCLP Holdings, Ltd. also projects employing 55 people within three (3) years, with wages equivalent to their industry standards.

In return, the City and Economic Development Corporation will split the cost of extending services, estimated to be around \$420,000, to the site and construct a lift station that will eventually serve the adjacent area. This investment will partially be reimbursed when additional sites develop and pay the required impact fees. Job grants and a 50% sales and property tax rebate for a five year period are also included in the incentive package.

3. FUNDING SOURCE

The fiscal impact of the project is as follows:

- The value to of the incentives to the developer over ten years is estimated to be: \$692,667 (including infrastructure improvements).
- The fiscal impact to the City is estimated to be approximately \$636,451 over ten years; approximately \$1.7 million to the community as a whole.
- The direct impact to the community is approximately \$2.60 for every dollar provided in benefits. While the City's return on investment is approximately \$0.72 for every dollar invested.

Staff recommends that the Council approve the agreement as presented.

4. TIMELINE CONSIDERATIONS

Construction is expected to commence in 2018 with the facility being in operation in early 2019. Upon completion, the property will be annexed.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

7a. [380 Agreement](#)

7b. [Extension of Services Draft Exhibit](#)

**HART COMPONENTS, LLC
AND
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

This 380 Economic Development Agreement (“Agreement”) is made by and between the City of Taylor, Texas (“City”), and Hart Components, LLC (“Company”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, the Company is under contract to purchase or is the owner of approximately 27.95 acres of land adjoining the corporate city limits of the City of Taylor, Texas, said land being within the extraterritorial jurisdiction ("ETJ") of the City, and being further described in Exhibit "A" (the "Land"); and

WHEREAS, the Company intends to develop and construct regional manufacturing and retail facilities on the Land with the construction of one or more buildings totaling no less than 60,000 square feet and shall also include the Land, landscaping, equipment, parking space, streets and roads, road spurs, water and sewer lines, utilities or gas utilities, drainage, site improvements, and related improvements, telecommunications and internet improvements; and other improvements to be constructed on the Land (“Development”); and

WHEREAS, the Development shall have a capital investment from the Company of no less than \$4,000,000.00, and the Company capital investment shall be determined from documentation provided by the Company delivered to the City upon completion of construction; and

WHEREAS, the Development as contemplated by the Company will promote economic development, stimulate business and commerce, create additional employment opportunities, offer retail shopping opportunities, and generate sales tax revenue; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to construct the Development and voluntarily request annexation of the Land with the completed Development into the City of Taylor, Texas, would be an agreement by the City to provide financial incentives

and an economic development grant to the Company to defray a portion of the cost of the Development; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by Article VIII, Section 52(a) Texas Constitution and Texas Local Government Code §380.001 to provide financial incentives and economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making financial incentives and economic development grants to the Company in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other consideration the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

ARTICLE I DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“City” shall mean the City of Taylor, Texas.

“Commencement of Construction” shall mean the date the Company commences construction of the Development on the Land but in no event, shall the Commencement of Construction be later than September 1, 2018, unless delayed by an Event of Force Majeure.

“Completion of Construction” shall mean the date that construction of the Development is substantially completed, but in no event shall the Completion of Construction be later than December 31, 2019, unless delayed by an Event of Force Majeure.

“Commencement of Grants” shall mean the date on which the Land and completed Development are annexed into the City of Taylor, Texas, by or pursuant to a written request for Voluntary Annexation submitted by the Company, which Voluntary Annexation request must be submitted on or before December 31, 2019.

“Comptroller Sales Tax Report” shall mean a report provided by the State of Texas to the City in accordance with Texas Tax Code, Section 321.3022, which lists the amount of Sales and Use Tax paid (including any refunds, credits or adjustments) by the Retailers to the City.

“Consummated” shall have the same meaning assigned by Tax Code, Section 321.203, or its successors.

“Effective Date” shall mean the later date of execution of this Agreement and a separate agreement between the Company and the Taylor Economic Development Corporation (“TEDC”).

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action or inaction (unless caused by the intentionally wrongful acts or omissions of the Company), fires, explosions or floods, strikes, slowdowns, inclement weather, supply chain disruptions or work stoppages.

"Grant Period" for Sales Tax Grants shall mean a full calendar quarter, except that the first Grant Period shall be from the Commencement

of Grants date through and including the last day of the first calendar quarter following the Commencement of Grants date.

“Grants” shall mean the following:

"Sales Tax Grants" shall mean quarterly economic development grants to be paid to the Company equivalent to fifty percent (50%) of the Sales Tax Receipts, as sales and use tax are defined herein, for the respective Grant Period to be paid as set forth herein;

"Ad Valorem Tax Reimbursements Grants" shall mean annual ad valorem tax reimbursements as provided in Article V herein;

"Infrastructure Grant" shall mean infrastructure grant as set forth in Article VI herein.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City or any assignee or purchaser of the Development allowed under this Agreement.

“Infrastructure” shall mean water and wastewater lines and a wastewater lift station infrastructure to the Land as provided in Article VI herein.

“Land” shall mean the real property described in Exhibit “A”, such being within its ETJ until annexation into the City as required herein.

“Retailers” shall mean the owner occupants, tenants and lessees of the Development and each and every person or entity required by the State to collect Sales and Use Tax on the Sale of Taxable Items Consummated in the City at the Development.

“Sales and Use Tax” shall mean the one percent (1%) sales and use tax imposed by the City pursuant to Chapter 321, Tax Code (it being expressly understood that such sales and use tax receipts are being used only

as a measurement for City participation through the use of its general funds) on the sale of Taxable Items by the Retailers Consummated in the City at the Development.

“Sales Tax Certificate” shall mean the Comptroller Sales Tax Report or if such report is not available, a certificate or other statement, containing the information required as set forth herein, in a form provided by the Retailers reasonably acceptable to the City setting forth the collection of Sales and Use Tax (including any refunds, credits or adjustments) by the Retailers received by the City from the State of Texas, for the sale of Taxable Items by the Retailers Consummated in the City at the Development for the applicable Grant Period which are to be used to determine eligibility of the Company for a Sales Tax Grant, together with such supporting documentation required herein, and as the City may reasonably request.

“Sales Tax Receipts” shall mean the City's receipts from the State of Texas from the Retailers’ collection of the Sales and Use Tax as a result of the sale of Taxable Items by the Retailers for the applicable Grant Period, which sales are consummated in the City at the Development.

“Sales Tax Report” shall mean a report provided by the State of Texas pursuant to Tax Code Section 321.3022 or other statement in a form reasonably acceptable to the City setting forth the collection of Sales and Use Tax received by the City from the State of Texas, for the sale of Taxable Items consummated in the City at the Development for the applicable Grant Period which are to be used to determine Company’s eligibility for a Grant, together with such supporting documentation required herein, and as the City may reasonably request.

“State of Texas” shall mean the office of the Texas Comptroller, or its successor.

“Taxable Items” shall mean both “taxable items” and “taxable services” as those terms are defined under Chapter 151, Texas Tax Code, as amended.

“TEDC” shall mean the Taylor Economic Development Corporation.

“TEDC Agreement” shall mean that certain economic development agreement by and between the TEDC and the Company dated of approximate even date herewith.

“Voluntary Annexation” shall mean annexation of the Land and completed Development through a voluntary request for annexation into the City of Taylor, Texas, submitted to the City by the Company pursuant to the Local Government Code, which voluntary annexation request must be submitted by the Company on or before December 31, 2019.

ARTICLE II TERM

The term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2024, and until any required grants or reimbursement payments to which Company may be entitled to receive are paid by the City to Company, unless sooner terminated as provided herein. As a condition precedent to this Agreement, construction of the Development on the Land shall begin on or before September 1, 2018, and completion of construction of Development on the Land must be completed on or before December 31, 2019.

ARTICLE III ECONOMIC DEVELOPMENT GRANTS

3.1 **Grants.** Subject to the Company’s continued satisfaction of all the terms and conditions of this Agreement, the City agrees to provide the Grants as hereinafter allowed.

ARTICLE IV SALES TAX GRANTS

4.1 **Payment of Sales Tax Grants.** Sales Tax Grants shall be paid by City to Company within thirty (30) days after the end of each calendar quarter during the term of this Agreement and shall continue until any sales tax reimbursements have been paid as required under this Agreement, unless sooner terminated.

4.2 **Sales Tax Grant Limitation.** The City shall not be required to pay any Sales Tax Grant until such time as the City has received Sales Tax Receipts

from the State of Texas relating to the applicable Grant Period for which such Grant payment is due. Under no circumstances shall any Sales Tax Grant include any receipts from the City's imposition and collection of Sales and Use Tax for the sale of Taxable Items by any person or business at any location, business, establishment, or entity in the City other than from the sale of Taxable Items by the Retailers which sales are consummated in the City at the Development. The payment of the Sales Tax Grants hereunder is limited to the extent that the City has received Sales Tax Receipts for the respective Grant Period from the State of Texas.

4.3 **Refunds.** In the event the State of Texas determines that the City erroneously received Sales Tax Receipts, or that the amount of Sales and Use Tax paid to the City exceeds the correct amount of Sales and Use Tax for a previous Grant Period, for which the Company has received a Grant, the Company shall not be required to refund any such overpayment. The City may, at its option, adjust the Sales Tax Grant payment(s) for the Sales Tax Grant Period(s) immediately following such State of Texas determination, including determinations by State audits including audits that are determined past the term of this Agreement, for such incorrect amount.

4.4 **Amended Returns.** In the event that any one or more of the Retailers file an amended sales and use tax return, or report, or if additional sales and use tax is due and owing by the Retailers to the State of Texas, as determined by or as approved by the State of Texas affecting Sales Tax Receipts for a previous Sales Tax Grant Period, then the Sales Tax Grant payment for the Sales Tax Grant Period immediately following the City's receipt of Sales Tax Receipts from the State of Texas shall be adjusted upward accordingly.

4.5 **Sales Tax Report.** As a condition to the payment of any Grant, the City shall have received a Sales Tax Report for the previous ending calendar quarter, or alternative documentation as set forth herein, or as may be agreed by the parties. The City shall have no duty to calculate the Sales Tax Receipts during the term of this Agreement until such time as City has received a Sales Tax Report for the applicable Grant Period or other documentation of Sales Tax Receipts reasonably acceptable to City. At the request of the City, the Company shall use its best efforts to provide taxpayer identification numbers for all businesses located at the Development and such additional documentation as may be reasonably requested by City to evidence, support and establish the Sales and Use Tax paid and collected (including Sales and Use Tax paid directly to the State of Texas

pursuant to a direct payment permit) by the Retailers for the sale of Taxable Items by the Retailers Consummated in the City at the Development and received by City from the State of Texas. The City agrees to the extent allowed by law to maintain the confidentiality of the Sales Tax Report or other documentation concerning Sales Tax Receipts.

4.6 **Current Revenue.** The Sales Tax Grants shall be paid from the general funds of the City or from such other funds of the City as may be legally set aside for such purpose consistent with Article III, Section 52(a) of the Texas Constitution, as amended, and/or Section 380.001 *et seq*, Texas Local Government Code.

ARTICLE V

AD VALOREM TAX REIMBURSEMENTS

5.1 **Ad Valorem Real Property Tax Reimbursement for Five (5) Tax Years.** The City will annually reimburse to the Company a Chapter 380 Payment equal to fifty percent (50%) of the City ad valorem real property and business personal property taxes paid on the Land and Development which shall include reimbursement for any personal property of the Company for a period of five (5) years, beginning January 1, 2020, and ending December 31, 2024, the last payment being required to be paid on or before February 28, 2025.

5.2 **Ad Valorem Real Property Tax Reimbursement Payments.** With respect to each Chapter 380 Payment for reimbursement of City ad valorem real property and business personal property taxes described above, the Company shall notify the City in writing of any sums paid by the Company to the Williamson County tax collection authority of City ad valorem property taxes during the term of this Agreement or before February 1st following the year of payment (“the Tax Notice”). The City’s Chapter 380 Payments to the Company with respect to the City ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the City. Chapter 380 Payments for City ad valorem property tax reimbursements shall be paid to the Company by the City on an annual basis for the preceding year, on or before May 1st following the tax year for which they were paid. For example only, the Chapter 380 Payment for City ad valorem property tax reimbursement by the City to the Company for the year 2020 shall be based on taxes paid for the year 2020, and shall be paid on or before February 28, 2021.

ARTICLE VI

INFRASTRUCTURE GRANT

6.1 **Infrastructure.** The City will be responsible to design and construct at its expense water and wastewater improvements including water and wastewater lines and a wastewater lift station in the size and specifications required by the City ("Infrastructure"), to service the Company and any others serviced by the Infrastructure. The Company will provide design plans of the Development reasonably required by the City to enable the City to create an optimal layout and design of the Infrastructure. The Company shall grant the City exclusive, permanent easements for the Infrastructure on and across the Land pursuant to City requirements. Written easements for the Infrastructure shall be located by mutual agreement on the Land generally designated in Exhibit "B" attached hereto and incorporated by reference herein and the easements shall be in the form and substance reasonably required by the City. The easements shall include temporary construction easements and additional reasonable rights given to the City for maintaining the Infrastructure. It is understood and agreed that the easements are not blanket easements across the Land. The Infrastructure shall be located on the Land to provide Infrastructure to the Development and for future City development, but shall not be located on the Land preventing or interfering with access to or installation of a railroad spur on or to the Land.

6.2 **Infrastructure Construction.** The City shall not commence construction of the lift station portion of the Infrastructure until Company has completed installation of the 60,000 square foot manufacturing and retail facility's concrete slabs, being a portion of the Development as defined herein. The slabs shall be deemed completed when the concrete slabs have been poured, cured and are capable of supporting vertical structural building components as reasonably determined by the City through on-the-ground verifications. The City will construct and install the water and wastewater lines portion of the Infrastructure in reasonable cooperation with the Company before the slabs are installed so that site work, grading and excavation can be done together. The City will cooperate and coordinate with Company for matters that may affect the critical path of construction.

ARTICLE VII CONDITIONS TO GRANTS

7.1 **Compliance.** The obligation of the City to pay the Grants shall be conditioned upon the Company's continued compliance with and satisfaction of the terms and conditions of this Agreement and each of the following conditions:

7.2 **Good Standing.** The Company agrees that as a condition precedent to payment of any of the Grants hereunder that it shall not have an uncured breach or default of this Agreement or the TEDC Agreement.

7.3 **Construction of the Development.** The Company shall, subject to Events of Force Majeure, cause Commencement of Construction of the Development to occur on or before September 1, 2018, and to cause substantial Completion of Construction thereof to occur on or before December 31, 2019. City will work with Company to provide promptly any requested certifications of compliance or similar necessary assurances that Company's plans and construction progress are in compliance with applicable codes and laws so as to avoid delays. Notwithstanding any provision to the contrary, this Agreement does not require City to certify as compliant any plans or construction that are not, in fact, in compliance. In connection with the Development, the Company agrees to comply with the City Life Safety Code, including the following requirements:

- A. Buildings and structures shall be accessible to fire department apparatus by way of an approved fire apparatus access road (fire lane) with asphalt or concrete capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
- B. Access shall include 25 feet turning radii, fire lane markings and a width of 24-36 feet dependent upon placement of hydrants.
- C. Code compliant amount of accessible fire hydrants.
- D. Knox access onto site.
- E. Fire suppression systems for buildings and structures in compliance with the City's adopted codes and ordinances.

- F. Monitored, required fire alarm systems;
- G. Buildings and structures to incorporate all life and fire safety code requirements. This includes items pertaining to illuminated exit signs, emergency lighting, exits, building access and addressing.

ARTICLE VIII TERMINATION

8.1 This Agreement may be terminated upon any one or more of the following:

- A. upon expiration of the Term;
- B. by written agreement of the parties;
- C. by the City if the Company suffers an Event of Bankruptcy or Insolvency;
- D. Notwithstanding any provisions in this Agreement to the contrary, if either the City or the Company should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of sixty (60) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City or the Company remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the City shall have the right to terminate all economic benefits under this Agreement. The sixty (60) day provision does not apply to the Sales Tax Reports to be provided to City, and the cure period for such reports, if not timely filed, is thirty (30) days.
- E. by the City if any Impositions owed to the City or the State of Texas by Company shall become delinquent (provided,

however the Company retains the right to timely and properly protest and contest any such Impositions);

- F. by the City, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable and amendments that would effectuate the original intent of the parties and cure such invalidity, illegality or unenforceability are not feasible; or
- G. a default by the Company under the TEDC Agreement.

ARTICLE IX MISCELLANEOUS

9.1 COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES.

The Company makes the following covenants and warranties to the City, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act of default by the Company. Failure to comply with any one covenant or warranty shall constitute an act of default by the Company.

- A. No litigation or governmental proceeding is pending or, threatened against the Company that may result in any material adverse change in the Company. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.
- B. No certificate or statement delivered by the Company to the City in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.
- C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and the Company has not been informed of any potential involuntary bankruptcy proceedings.

- D. The Company shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.
- E. The Company shall timely and fully comply with all the terms and conditions of this Agreement.
- F. The Company agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

9.2 **Mutual Assistance.** The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplement hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to avoid and assist each other in carrying out said terms, provisions and intent.

9.3 **Employment of Undocumented Workers.**

The Company hereby certifies that it does not and will not knowingly employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, the Company shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto and incorporated by reference herein as Exhibit "C".

9.4 **Attorney's Fees.** In the event any legal action or proceeding is commenced between the City and the Company to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

9.5 **Entire Agreement.** This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and the Company.

9.6 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.

9.7 **Assignment.** The Company shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Company may sell or assign the Land, buildings, and Company personal property comprising the Development to a related party or other party after construction of the Development provided the Company leases back and operates the sold or assigned portions of the Development. The City retains the right to approve any sale or assignment and to verify that the terms and provisions of this Agreement are retained after any sale or assignment if the sale or assignment is to an unrelated party and Company ceases to operate the Development, but such approval shall not be unreasonably withheld. The City, Company and any lessee or purchaser from the Company shall execute instruments continuing this Agreement as written allowing the incentive and assistance payments.

9.8 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) business days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below; or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to:	Attn: City Manager City of Taylor City Hall 400 Porter Taylor, Texas 76574
If intended for the Company:	Hart Components, LLC

9.9 **Interpretation.** Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

9.10 **Applicable Law.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

9.11 **Severability.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9.12 **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

9.13 **No Third Party Beneficiaries.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

9.14 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Development or the Company business or the design, construction or operation of any portion of the Development or Company business.

9.15 **Counterparts.** The parties agree that this Agreement may be executed in multiple counterparts which, taken together, shall form the contractual agreement of the parties.

9.16 **Authority.** The person signing this Agreement warrants that he is authorized to sign this Agreement on behalf of the respective signatory.

9.17 **Recitals.** The recitals to this Agreement are incorporated herein.

9.18 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

9.19 **Conditions Precedent.** This Agreement is subject to and conditioned on the Company and the TEDC entering into the TEDC Agreement.

9.20 **Economic Development.** This Agreement is consistent with the City's economic development program and promotion of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.

9.21 **Exhibits.** The following Exhibits are attached and incorporated by reference for all purposes:

Exhibit "A": The Land

Exhibit "B": The proposed Infrastructure easement locations

Exhibit "C": the Condition on Receipt of Public subsidies/Agreement Regarding Repayment of Interest.

Signature page to follow

EXECUTED on this _____ day of _____, 2017.

CITY OF TAYLOR, TEXAS

By: _____
City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

EXECUTED the _____ day of _____, 2017.

Company

By: _____
Name:
Title:

City's Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON§

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, being _____ of the City of Taylor, Texas, a Texas municipality, on behalf of said municipality.

Notary Public, State of Texas
My Commission expires: _____

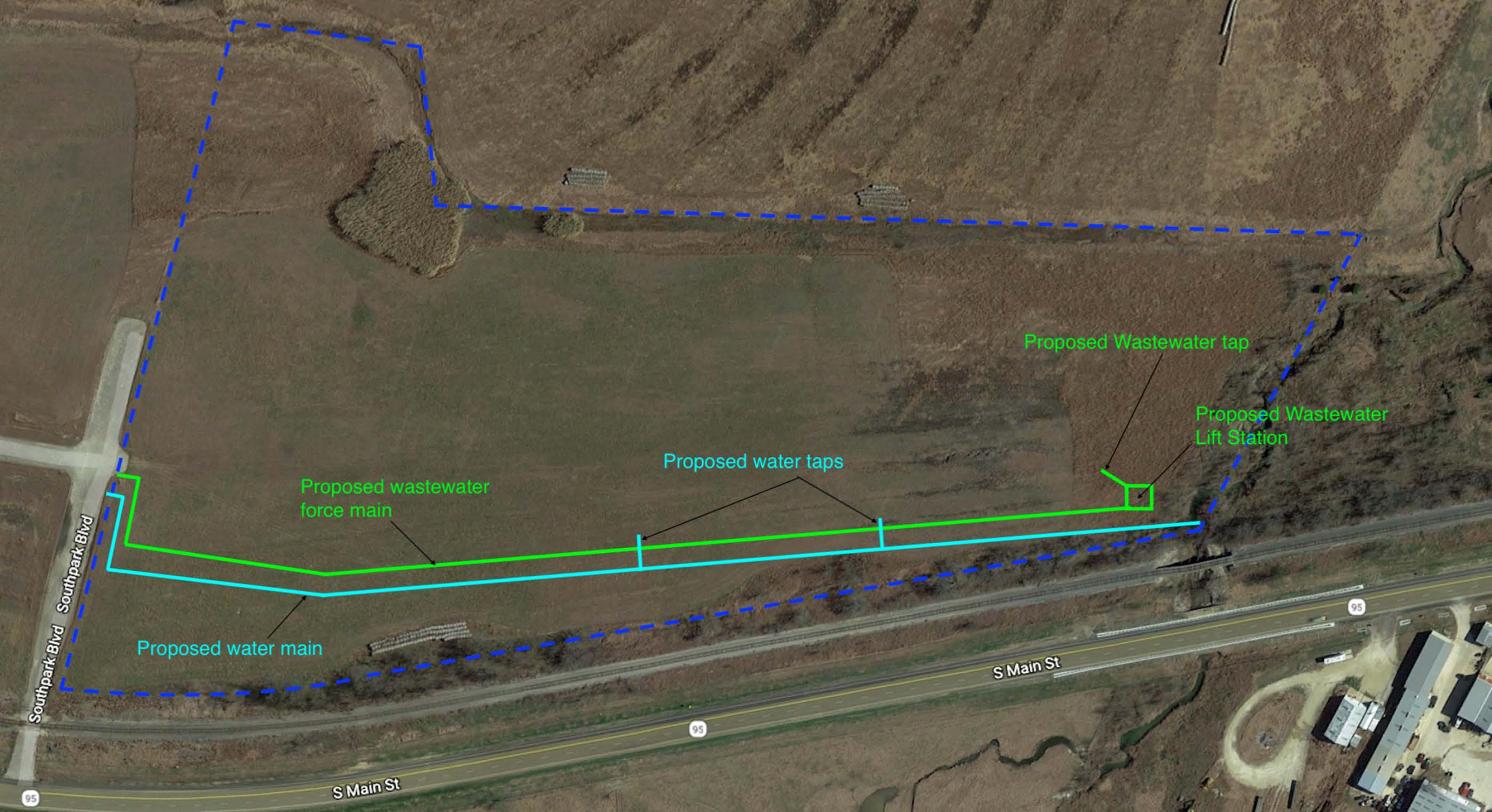
Company's Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2017, by HCLP HOLDINGS, LTD., a Texas limited liability company on behalf of said company.

Notary Public, State of _____
My Commission expires: _____

Exhibit “A”
Description of the Land



Southpark Blvd

95

S Main St

95

S Main St

95

Proposed water main

Proposed wastewater force main

Proposed water taps

Proposed Wastewater tap

Proposed Wastewater Lift Station



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 8

Agenda Title: Consider approving economic development agreement for Project X.

Council Action to be taken: Consider approval

Department Submitted: Development Services

Staff Contact: Ashley Lumpkin, AICP, Director

1. PURPOSE/DESCRIPTION

The purpose of this item is to consider approving a 380 economic development agreement with V-Tex Logistics LLC.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

V-Tex Logistics LLC is in the process of gaining approvals to construct a new 70-mile pipeline for fuel distribution that originates in Hearne, Texas. Concurrently, the company needs a location for a **fuel distribution facility** at the end of the line. There will be no fuel processing at the site. The developer is currently under contract on an approximate 58.1 acres of land located northeast of Chandler Road and FM 366, in the City's extraterritorial jurisdiction (ETJ).

The proposed fuel distribution and terminal would include approximately 500,000 barrels of storage of gasoline, diesel, ethanol, biodiesel, transmix, and firewater. The current design anticipates four 100,000 barrel tanks for gasoline and diesel, three 10,000 barrel tanks for ethanol and transmix, two 5,000 barrel tanks for biodiesel, and one 35,000 barrel tank for firewater. The terminal will also include a 5-bay truck loading rack, a terminal office, and ancillary truck parking on site. Currently, the central Texas region is served by a single refinery and pipeline from Corpus Christi, thus this will provide an additional supply for the region.

Although the project will not be annexed and developed wholly in the ETJ, the developer has agreed to landscaping, upgraded fencing standards, sign requirements, drainage plan submittal showing there will not be an increased of runoff after development, and meeting the current, adopted Fire Code.

In return, V-Tex Logistics LLC will make payments equal to the ad valorem taxes in lieu of annexation. This amount is anticipated to be in the range of \$200,000- \$300,000 per year. In addition, the Taylor ISD will receive an estimated \$400,000 - \$600,000 tax payment. These estimated figures depend on the appraisal by Williamson County Appraisal District (WCAD). As well as the aforementioned benefits, the company has agreed to provide the City a one-time benefit of \$500,000 dollars, an ongoing annual civic contribution of at least \$25,000 to one or more civic and/or charitable organizations, and no more than six acres of land on an adjacent tract for construction of a future fire station. The Company will also pay the Transportation User Fee and the City's Monthly Drainage Utility System Fee, as if the project was in the City limits.

3. FUNDING SOURCE

The fiscal impact of the project is as follows:

- The fiscal impact to the City is estimated to be approximately \$200,000- \$300,000 per year;
- The fiscal impact to Taylor ISD is estimated to be approximately \$400,000 - \$600,000;

No financial incentives from the City and TEDC are being requested.

Staff recommends that the Council approve the agreement as presented.

4. TIMELINE CONSIDERATIONS

Construction is expected to commence in 2018 with the facility being in operation in early 2019. Per the agreement, the property is not eligible for annexation for a minimum of 15 years.

5. OTHER OPTIONS (In order of preference)

N/A

6. ATTACHMENTS

8a. [380 Agreement](#)

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STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into as of the Effective Date (as defined below), by and between the **City of Taylor**, a Texas home rule city (the “City”) and **V-Tex Logistics LLC**, a Delaware limited liability company (“Owner”). The City and Owner are each sometimes individually referred to herein as a “Party” and they are sometimes collectively referred to herein as the “Parties.”

RECITALS

A. Owner has entered into contracts to acquire two adjacent parcels of land located on Chandler Road west of FM 366 in the extraterritorial jurisdiction (“ETJ”) of the City, consisting of approximately 58.1 acres of land, as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the “Land”). Owner has also entered into a contract to acquire an approximately 30.65 acre parcel of land located across Chandler Road from, and generally to the south of, the Land, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes (the “Adjacent Parcel”).

B. Owner desires to construct a fuels distribution terminal on the Land and, in connection therewith, is seeking the City’s support and assurances regarding the annexation status of the Land and the development regulations applicable to the Land.

C. Owner and the City desire to enter into this Agreement pursuant to and in accordance with the provisions of TEX. LOC. GOV’T CODE §212.172 (as the same may be amended, and together with any successor or replacement statute, the “Statute”) to set forth the terms and conditions upon which Owner will construct a fuels terminal on the Land, donate a portion of the Adjacent Parcel to the City, make a one-time cash payment to the City and agree to make payments to the City in lieu of property taxes, all in exchange for the City’s agreement not to annex the Land and to limit the City ordinances that will be applicable to the Land and Owner’s activities thereon.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the promises and mutual agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein for all purposes.

2. Certain Definitions. As used in this Agreement, the following terms have the following respective meanings:

a. "Acquisition Date" means the date on which Owner acquires title to all of the Land and the Adjacent Parcel, as evidenced by the latest of the dates set forth in the deeds by which the Land and Adjacent Parcel are conveyed to Owner.

b. "Assessed Value" means the final value of the Property for any given Tax Year, as determined by WCAD, after final resolution of all appeals, protests, suits or similar objections by Owner, if any.

c. "Effective Date" means the date on which this Agreement becomes signed by both Parties, as established by reference to the latest of the dates set forth in the acknowledgments of the Parties, below.

d. "Project" means a terminal for the receipt, storage and distribution of motor fuels and related products, including gasoline, diesel, ethanol, biodiesel, and mixtures thereof, such terminal to include (i) a 5-bay truck loading rack, (ii) approximately 500,000 barrels of storage (in multiple tanks) for gasoline, diesel, ethanol, biodiesel, transmix and fuel additives, (iii) interconnections to a pipeline that will supply refined products from facilities located in Houston, Texas and elsewhere, (iv) a terminal office, (v) related signage, utilities, pavement, piping, pumps, valves and other related facilities and equipment, and (vi) any expansions or modifications to any of the foregoing. A conceptual site plan depicting key elements of the Project as currently contemplated is attached hereto as Exhibit C and made a part hereof for all purposes.

e. "Property" means the Land, together with all minerals, improvements and personal property located in, on, under or at the Land, whether such minerals, improvements or personal property are owned, leased or possessed by Owner; provided, however, that for the avoidance of doubt, the Property shall not include any gasoline, diesel, ethanol, biodiesel or other products owned by third parties and being stored or otherwise handled by Owner for such third parties at the Land. For the further avoidance of doubt, the Property does not include the Adjacent Parcel, any improvements or property of any nature thereon, or any interest therein.

f. "Tax Year" means a calendar year commencing on January 1 and ending on December 31.

g. "WCAD" means the Williamson Central Appraisal District.

3. Term and Termination.

a. This Agreement shall be in effect for a term (the “Term”) commencing on the Effective Date and expiring on December 31, 2032, unless terminated earlier in accordance with the terms of this Agreement.

b. Notwithstanding anything to the contrary in this Agreement, if the Acquisition Date has not occurred by November 30, 2017, Owner shall have the right to terminate this Agreement by written notice to the City, whereupon this Agreement shall become null and void and neither Party shall have any further rights or obligations hereunder. For the avoidance of doubt, the occurrence of the Acquisition Date is an express condition precedent to the obligations of the Parties in Sections 4 through 11 of this Agreement. Owner agrees to notify the City when the Acquisition Date occurs.

c. The City understands and acknowledges that Owner will not commence construction of the Project unless and until Owner has obtained all requisite licenses, permits, consents, approvals and authorizations from the appropriate governmental authorities necessary for the lawful construction and operation of both the Project and the related petroleum products pipeline that Owner intends to construct between Hearne, Texas and the Land in order to supply the Project (collectively, the “Governmental Authorizations”). Notwithstanding anything to the contrary in this Agreement, Owner shall have the right to terminate this Agreement by written notice to the City if Owner has not obtained all Governmental Authorizations by July 1, 2019. Upon any termination of this Agreement by Owner in accordance with this Section 3.b., this Agreement shall become null and void and neither Party shall have any further rights or obligations hereunder.

d. The Term of this Agreement may be extended for an additional period or periods of time upon mutual agreement of the Parties hereto; provide that in no event shall the Term as so extended exceed the maximum length of time permitted under the Statute.

e. Upon the expiration or earlier termination of this Agreement, the covenant of the City not to annex the Land shall terminate, and the City shall have the right to commence immediate annexation proceedings as to all of the Land covered by this Agreement without regard to any limitations established in this Agreement.

f. Promptly upon the occurrence of the Acquisition Date, Owner shall cause this Agreement to be recorded in the real property records of Williamson County at Owner’s expense. Upon the expiration or earlier termination of this Agreement for any reason other than pursuant to Section 3.b., the Parties agree to promptly execute, acknowledge and cause to be recorded (at Owner’s expense) a public notice of such expiration or termination, in form and substance mutually acceptable to the Parties.

4. City Ordinances, Development Standards and Fees Applicable During the Term.

a. *Development Standards.* Owner agrees to design and construct the Project in compliance with the standards set forth in Exhibit D attached hereto and made a part hereof.

b. *City Fees.* During the Term, Owner shall pay the City's monthly Transportation User Fee (Tier VI Nonresidential) and the City's monthly Municipal Drainage Utility System fee (non-residential), as such fees may be adjusted by the City from time to time, to the same extent as if the Land were located within the city limits of the City; provided that the maximum monthly amount Owner shall be obligated to pay for the Transportation User Fee shall be \$200.

c. *No Ordinances or Fees Applicable.* The City covenants and agrees that the provisions of Section 4.a (including the standards in Exhibit D) are in lieu of any City development standards and, except for the Transportation User Fee and the Municipal Drainage Utility System fee, no other City ordinances, rules, regulations or fees of any sort shall apply to Owner or the Land or any activities thereon at any time during the Term.

5. City Services. The City agrees to provide fire and police services to the Land and Owner during the Term. Fire services will include EMT, first responder, medical care and fire suppression/management services, and the City may contract for such services with other such providers as deemed reasonable and necessary by the City. The police services will include first response services and other police services, and the City may contract for such services with other such providers as deemed reasonable and necessary by the City. The City will provide such fire and police services to the Land and Owner to the same extent as such services are provided to other commercial and industrial facilities located within the City limits to the fullest extent the City is permitted to do so under applicable law (the foregoing-described scope of services being referred to herein as the "Applicable City Services"). The City will be granted access to the Owner's facility and its safety components on the Land for biannual safety inspection and firefighter familiarization drills, at times mutually acceptable to Owner and the City and in such a manner as to minimize disruption to the conduct of business at the facility. Owner acknowledges and agrees that except for the Applicable City Services, the City shall not be obligated to provide any services to the Land or Owner at any time during the Term. The Owner agrees to contact the responsible Williamson County parties and request that the facility coordinates be logged into the CAD (Computer Aided Dispatch) System as lying within the City of Taylor response district. Periodic verification will be the responsibility of the City of Taylor Fire Marshal.

6. Non-Annexation. The City covenants, agrees and guarantees that the Property shall remain in the City's ETJ and shall be immune from annexation by the City during the Term of this Agreement. The City acknowledges and agrees that this commitment on the part of the City is a material and fundamental reason for Owner to enter into this Agreement, and, but for such commitment, Owner would not enter into this Agreement or makes any of its commitments contained herein.

7. Payments in Lieu of Taxes.

a. On or before January 31 of each calendar year, beginning with January 31, 2018 and ending on January 31, 2033, Owner shall make a payment to the City in lieu of taxes on the Property for the immediately preceding Tax Year. Each such payment (each, an "In Lieu Payment") shall be in amount equal to the amount that would otherwise be payable by Owner to the City as property taxes on the Assessed Value had the Land been located within the city limits of the City at all times during said Tax Year. For the avoidance of doubt, any In Lieu Payment in respect of a partial Tax Year at the beginning or ending of the Term shall be prorated so that Owner is only responsible for an amount equal to the property taxes that would have been payable by Owner to the City for Owner's period of ownership.

b. If Owner elects to protest the Assessed Value set by WCAD on any of Owner's Property for any Tax Year during the term hereof, nothing in this Agreement shall preclude such protest and Owner shall have the right to take all legal steps desired by it to reduce the Assessed Value to the fullest extent as if such Property had been located within the city limits of the City during the Tax Year. Notwithstanding any such protest by Owner, Owner shall pay to the City each In Lieu Payment in full, on or before the January 31 due date therefore, based on the uncontested portion of the Assessed Value proposed by WCAD. When the Assessed Value of said Property has finally been determined, either as the result of an appraisal review board decision, final judgment of a court of competent jurisdiction or as a result of other final resolution or settlement of the controversy, the excess portion of the applicable In Lieu Payment, if any, collected by the City shall be returned to Owner or Owner shall pay the City any shortfall in prior payments, all within forty-five (45) days after said final determination.

c. Any failure by Owner to comply with its obligations under this Section 7 shall constitute a default by Owner hereunder to which the provisions of Section 12 hereof shall apply. Without limiting the foregoing, Owner shall be obligated to pay all penalties, interest, fees and costs associated with the City's enforcement of its rights under this Section 7, and in the absence of any conclusive evidence as to another appropriate value for any such penalties, interest, fees and costs, the Parties agree that the City shall be entitled to collect the amount of interest, penalties and attorneys' fees applicable to delinquent ad valorem taxes of lands within the City limits.

d. Owner's payment obligations under this Section 7, insofar as they relate to any In Lieu Payment in respect of a period of time during the Term, shall survive the expiration or termination of this Agreement until satisfied in full.

e. Owner recognizes that in determining the Assessed Value for the Property, WCAD must appraise the entire Property. Nothing in this Agreement shall be construed to be in derogation of WCAD's authority to establish the appraised value of land, improvements and tangible personal property for ad valorem tax purposes.

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8. Donation of Land for City Fire Station. Subject to Owner's receipt of the Governmental Authorizations, and prior to or contemporaneously with the date on which Owner begins site grading on the Land for construction of the Project ("Commencement of Construction"), Owner agrees to donate to the City, by way of a gift deed with a special warranty of title, a parcel of land out of the Adjacent Parcel not to exceed six contiguous acres in area (the "Donated Land") for construction of a City fire station. The exact location of the Donated Land shall be established by mutual agreement of the Parties, acting reasonably; provided that the agreed location shall be established so as to ensure that (a) the Donated Land and the remainder of the Adjacent Parcel each has separate and independent access to Chandler Road and (b) the Donated Land's frontage on Chandler Road (measured in linear feet) shall not exceed the frontage of the remainder of the Adjacent Parcel on Chandler Road (measured in linear feet). The gift deed by which Owner transfers the Donated Land to the City shall transfer the land on an "as is," "where is" and "with all faults" basis without any warranties other than the special warranty of title, and shall convey the Donated Land subject to (i) all matters of record (except as provided in the immediately succeeding sentence), and (ii) a restriction limiting the use of Donated Land to the construction and operation of a City fire station and related purposes. The Donated Land will be transferred to the City free and clear of any deed of trust liens or other liens securing any indebtedness of Owner. Owner will provide the City a boundary survey of the Donated Land at Owner's cost. If the City desires to obtain title insurance or a title report covering the Donated Land, the City shall bear all expenses associated therewith.

The provisions of this Section 8 are the only provisions of this Agreement applicable to the Adjacent Parcel. Specifically, and without limiting the generality of the immediately preceding sentence, the provisions of Sections 4, 5, 6 and 7 of this Agreement do not apply to the Adjacent Parcel, any improvements or other property of any nature thereon, or any interest therein.

9. One Time Cash Donation. As part of the consideration for the City entering into this Agreement, Owner agrees to make a one-time payment to the City in the amount of \$500,000 (the "Donation"). Owner shall not be obligated to make the Donation until after Owner has received all Governmental Authorizations and is ready for Commencement of Construction. The City covenants and agrees that the Donation shall be used by the City only for the purpose of funding one or more projects intended to enhance the quality of life for residents of the City. While the final decision as to the disposition of the Donation shall (subject to the limitation in the immediately preceding sentence) remain exclusively with the City, the City agrees to discuss potential uses of the Donation with Owner and give consideration to Owner's input with respect thereto.

10. Groundbreaking Ceremony. At a mutually acceptable time contemporaneous with Commencement of Construction, the Parties agree to jointly participate (through attendance by their appropriate representatives) in a groundbreaking ceremony at the Land, to publicly celebrate the construction of the Project, the Donation and the transfer of the Donated Land.

11. Annual Civic Donations. Subject to Owner's receipt of the Governmental Authorizations, each calendar year or partial calendar year during the Term, beginning with calendar year 2018, Owner (or an affiliate of Owner) shall contribute at least \$25,000 in the

aggregate to one or more civic and/or charitable organizations based in (or if such organizations are not based in, then to be used by them within) the City or the City's ETJ. The organization(s) to receive such contributions shall be selected by mutual agreement of Owner (or its applicable affiliate) and the City, acting reasonably. Owner will provide the City such reasonable supporting documentation of Owner's compliance with this Section 11 as the City may reasonably request.

12. Default. Should either Party default in any of its obligations hereunder and fail to cure such default within 30 days after receipt of written notice thereof from the non-defaulting Party, then the non-defaulting Party shall be entitled to terminate this Agreement by written notice to the other Party and pursue any other remedies that may be available to the non-defaulting Party at law or in equity (including suit for specific performance or other equitable relief, if appropriate); provided, however, that with respect to any default other than failure to pay any sum when due hereunder, if such default is susceptible of cure but cannot reasonably be cured with the aforesaid 30-day period, and if the defaulting Party has commenced to cure such default within said 30-day period and is diligently prosecuting such cure, then the defaulting Party afforded an additional reasonable period of time (not to exceed 90 additional days) to effect such cure. The provisions of this Section 12 are in addition to, and not in lieu of, any other rights and remedies expressly set forth elsewhere in this Agreement.

13. Miscellaneous Provisions.

a. *Chapter 245.* The Parties acknowledge and agree that this Agreement shall be deemed to be the first "permit" in the series of permits required for the Project for purposes of Chapter 245 of the Texas Local Government Code, and the Effective Date shall be the applicable date for all grandfathering purposes thereunder.

b. *Support.* The City agrees to publicly support the Project with respect to any required Governmental Authorizations.

c. *Successors and Assigns.*

i. Owner shall not be entitled to assign this Agreement or any of Owner's rights or obligations hereunder to any other person or entity without the prior written consent of the City; provided that Owner shall have the right (with notice to, but without having to obtain the consent of, the City) to assign its rights and obligations under this Agreement to any Affiliate of Owner to whom Owner transfers title to all, but not less than all, of the Land and Owner's Property thereon. As used in the immediately preceding sentence, the term "Affiliate" means any entity that controls, is controlled by or is under common control with Owner, where the term "control" and its derivatives means the power to direct the overall management and policies of an entity, whether through the ownership of a voting majority of the ownership interests in such entity, by contract, or otherwise. The foregoing provisions of this Section 13.c.i. shall not operate or be construed as a restraint on Owner's ability to transfer title to the Land, but if Owner transfers title to all or any portion of the Land to any person or entity (other than an Affiliate of Owner acquiring the entirety of the Land) without the City's written consent, this

Agreement shall automatically terminate as to the entirety of the Land effective as of the instant of such transfer. Notwithstanding the foregoing, the provisions of this Section 13.c.i. shall not apply to any (i) transfer of a portion, but not all, of the Land to a governmental authority or other entity with the power of eminent domain, as a result of any actual or threatened condemnation, or (ii) grant of an easement, lien or other similar interest in or affecting the Land, if Owner retains fee ownership thereafter.

ii. Subject to Section 13.c.i., this Agreement is a covenant running with title to the Land and shall be binding upon and inure to the benefit of City and Owner and their respective successors and permitted assigns.

d. *Entirety.* This Agreement comprises the entire agreement between the City and Owner and there are no conversations, understandings, agreements, conditions or representations, express or implied with reference to the subject matter hereof that are not merged herein or superseded hereby.

e. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws rules or principles as applied in Texas. Venue for any action brought under or in connection with this Agreement shall lie exclusively in the courts of competent jurisdiction of Williamson County, Texas, and any appellate courts with jurisdiction over matters brought in such courts.

f. *Amendment.* This Agreement cannot be amended or modified, nor can any provision hereof be waived, except by a written instrument duly executed by both Parties (in the case of an amendment or modification) or by the Party to be charged (in the case of a waiver).

g. *Non-waiver.* Failure of either Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

h. *Notices.* All notices required or permitted under this Agreement shall be given by (i) prepaid first class mail, registered or certified, return receipt requested, or (ii) recognized overnight courier with tracking capability. All notices hereunder shall be addressed as follows:

If to the City:

City of Taylor
400 Porter Street
Taylor, Texas 76574
Attention: City Manager

If to Owner:

V-Tex Logistics LLC
One Valero Way
San Antonio, Texas 78249
Attention: President

Notices made by registered or certified mail shall be deemed given two (2) days (excluding Saturdays, Sundays and postal holidays) after deposit with the U.S. Postal Service, properly addressed and prepaid. Notices given by recognized overnight delivery service shall be deemed given when delivery actually occurs. Either Party may change its address for notice by providing the other Party notice thereof in accordance herewith.

i. *Authority.* Each Party represents and warrants that the person executing this Agreement on behalf of such Party has been duly authorized to do so by all requisite actions on the part of such Party (and in the case of the City, in full compliance with all applicable City ordinances), and in so doing shall bind such Party to all of the provisions hereof.

j. *Construction.* Each Party is sophisticated in the matters covered by this Agreement and was represented by counsel of such Party's choosing in connection with the drafting and negotiation of this Agreement. As such, each Party waives any rule of construction or interpretation that would require any provision of this Agreement to be construed in favor of or against either Party on the basis of which Party drafted such provision.

k. *Savings Clause.* In the event any provision herein shall be judicially interpreted or held to be invalid, illegal or otherwise unenforceable by reason of any rule of law or public policy, then (i) the other provisions of this Agreement shall remain in full force and effect, and (ii) the provision held to be invalid, illegal or unenforceable shall, to the fullest extent permitted by law, be reformed to the minimum extent necessary to render such provision valid, legal and enforceable and in such a manner as to preserve to the fullest extent possible the original economic and legal intent of the Parties.

l. *Rules of Construction.* The following rules of construction shall apply to this Agreement: (i) words in the singular shall include the plural, and vice versa; (ii) the words "include", "includes" and "including" are not limiting; (iii) references herein to a "Section" shall mean the corresponding section of this Agreement and are included for convenience of reference only and not to enlarge or limit the scope or meaning of any sections, (iv) the words "hereof," "herein" and "hereunder" and words of similar import

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shall refer to this Agreement as a whole, and not to any particular provision of this Agreement, and (v) the "\$" sign refers to currency of the United States of America.

m. *Counterparts.* This Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same instrument.

n. *Time.* Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

[*Signatures and Acknowledgments of the Parties Follow*]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth in the acknowledgements of the Parties below, to be effective, however, as of the Effective Date.

The City

CITY OF TAYLOR

By: _____

Printed Name: Brandt Rydell

Title: Mayor

STATE OF TEXAS

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§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the ____ day of _____, 2017, by Brandt Rydell, the Mayor of the City of Taylor, Texas, a Texas home rule city, on behalf of said city and in the capacity herein stated.

[Place Seal Below]

Notary Public, State of Texas

My commission expires on: _____

CONFIDENTIAL

Owner:

V-TEX LOGISTICS LLC

By: [Signature]

Printed Name: Joe Gorder

Title: Chief Executive Officer

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 6th day of October, 2017, by Joe Gorder, the Chief Executive Officer of V-Tex Logistics LLC, a Delaware limited liability company, on behalf of said company.

[Place Seal Below]

[Signature]
Notary Public, State of Texas

My commission expires on: 05/30/2020

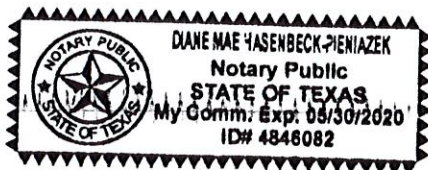


Exhibit A

The Land

Tract 1:

A 37.16 acre tract of land, situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas, being out of a 52.74 acre tract of land described in a Partition Deed to Lgean Parks Richardson, recorded in Volume 677, Page 126, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), said 37.16 acre tract of land being the same land described as a 37.17 acre tract of land (called Tract 3) in Exhibit "C" attached to a General Warranty Deed recorded as Document #2017045259, O.P.R.W.C.T., which 37.16 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING (P.O.B.) at a found 1/2-inch iron rod with cap marked "All Star 5729", in the North right-of-way line of Chandler road, and East line of a called 20.93 acre tract of land, described in deed to Janass Sports Ventures, L.L.C., recorded in Document No. 2017081345, O.R.W.C.T., for the Southwest corner of this tract;

THENCE North 21°19'03" West, along the East line of said Janass Sports, called 20.93 acre tract, a distance of 1561.40 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set in the South line of a 433.04 acre tract of land, described in deed to E. Kotrla Property, L.L.C., recorded in Document No. 2005093901, O.R.W.C.T., and North line of this tract, for the Northwest corner of this tract;

THENCE North 68°11'23" East, along the South line of said Kotrla, 433.04 acres, and North line of this tract, and generally with a fence line, a distance of 993.60 feet, to a found concrete monument, at the Northwest corner of a 105.439 acre tract of land, described in deed to Norietta J. Schmidt, recorded in Document No. 2004051253, O.R.W.C.T., and the Northeast corner of this tract;

THENCE South 21°23'02" East, along the West line of said Schmidt, 105.439 acre tract, and East line of this tract, a distance of 1682.22 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set in the North right-of-way line of Chandler road, for the Southeast corner of this tract;

THENCE Westerly, along the North right-of-way line of Chandler road and South line of this tract as follows:

South 73°00'59" West, a distance of 391.93 feet, to a found 1/2-inch iron rod with cap marked "SAM INC";

South 84°04'44" West, a distance of 101.88 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set;

South 72°57'49" West, a distance of 165.51 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set, at the beginning of a curve to the right;

Westerly, along the arc of said curve to the right, having a radius of 3343.43 feet, a chord bearing and distance of S 75°54'08" W – 344.16 feet, an arc distance of 344.31 feet, to the POINT OF BEGINNING (P.O.B.), containing 37.16 acres of land.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Tract 2

A 20.91 acre tract of land, situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas, being the same land described as a 20.93 acre tract of land in Special Warranty Deed with Vendor's Lien to Janass Sports Ventures, LLC, a Texas limited liability company, recorded as Document No. 2017081345, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), and said 20.91 acre tract of land being the same land described as a 20.93 acre tract of land in Exhibit "A" attached to a General Warranty Deed recorded as Document #2017045259, O.P.R.W.C.T, which 20.91 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING (P.O.B.) at a found 1/2-inch iron rod with cap marked Triad Surveying RPLS 5952, at the common South corner of a 37.409 acre tract of land, described in deed to Jona Enterprises, L.L.C., recorded in Document No. 2016066924, O.R.W.C.T., the Northeast corner of a 35.418 acre tract of land, described in deed to Michael F. Herzog, recorded in Document No. 2016067298, O.R.W.C.T., and being in the North right-of-way line of Chandler road, for the Southwest corner this tract;

THENCE North 21°14'20" West, along the East line of said Jona Enterprises, 37.409 acres, and West line of the Janass Sports Ventures, L.L.C., 20.91 acres, a distance of 1422.20 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set in the South line of a 433.04 acre tract of land, described in deed to E. Kotrla Property, L.L.C., recorded in Document No. 2005093901, O.R.W.C.T., for the Northwest corner of this tract;

THENCE North 68°11'23" East, along the South line of said Kotrla, 433.04 acres, the North line of said 20.91 acres, and generally with a fence line, a distance of 599.43 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set, at the Northwest corner of called 37.17 acre tract of land, Tommy G. Richardson (executor), Estate of Francis Lgean Richardson (deceased), recorded in Document No. 2016115064, O.R.W.C.T. for the Northeast corner this tract;

THENCE South 21°19'03" East, along the West line of said Richardson, 37.17 acre tract, and East line of said 20.91 acres, a distance of 1592.34 feet, to the North right-of-way line of Chandler road, for the Southeast corner of this tract, from which a found 1/2-inch iron rod with cap marked "All Star 5729" bears: North 15° West, a distance of 0.58 feet;

THENCE Westerly, along the North right-of-way line of Chandler road and arc of a curve to the right, having a radius of 3400.00 feet, a chord bearing and distance of S 84°01'28" W - 623.59 feet, an arc distance of 624.46 feet, to the POINT OF BEGINNING (P.O.B.), containing 20.91 acres of land.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Exhibit B
The Adjacent Parcel

A 30.65 acre tract of land, situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas, being out of a called 54.50 acre tract of land described in a Partition Deed to James William Parks (deceased) (Hazel Bonnell Parks, Executor of Estate), and recorded in Volume 677, Page 126, Official Public Records Williamson County, Texas (O.R.W.C.T.), said 30.65 acre tract of land being the same land described as a 30.67 acre tract of land (called Tract 2) in Exhibit "B" attached to a General Warranty Deed recorded as Document #2017045259, O.P.R.W.C.T., which 30.65 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING (P.O.B.) at a 6"x6" concrete monument, found in the East line of a 7.06 acre tract of land, described in deed to Robert Eugene Garrett, recorded in Volume 1438, Page 124, Deed Records of Williamson County, Texas, at the Southwest corner of a 35.418 acre tract of land, described in deed to Michael F. Herzog, recorded in Document No. 2016067298, O.R.W.C.T., for the Northwest corner of said 54.50 acres, and this tract;

THENCE North 68°43'49" East, along the South line of said Herzog, 35.418 acre tract, the Westerly line of said 54.50 acres and this tract, a distance of 1627.53 feet, to a 2-1/2-inch iron pipe found, for an interior corner of said 54.50 acres and this tract;

THENCE North 21°16'00" West, along the East line of said Herzog, 35.418 acres, a distance of 70.76 feet, to the most Northerly corner of this tract, in the South right-of-way line of Chandler road, from which a found 1/2-inch iron rod with cap stamped "Triad Surveying" bears:
South 69° East – 0.24 feet;

THENCE Easterly, along the South right-of-way line of Chandler road and arc of a curve to the left, having a radius of 3600.02 feet, a chord bearing and distance of N 86°29'52" E – 201.16 feet, an arc distance of 201.18 feet;

THENCE North 89°41'25" East, continuing along said South right-of-way line, a distance of 102.41 feet, to an arc of a curve to the left;

THENCE Easterly, along said curve to the left having a radius of 3610.00 feet, a chord bearing and distance of N 80°43'26" E – 321.62 feet, an arc distance of 321.72 feet, to a 5/8-inch iron rod with cap marked "TOPOGRAPHIC" set, in the East line of said 54.50 acre tract and this tract, at the Northwest corner of a 10.25 acre tract of land described in deed to Brin Creek Properties, LLC, and the Northwest corner of a 0.891 acre drainage easement, recorded in Document No. 2008069494, O.R.W.C.T., for the Northeast corner of this tract;

THENCE South $21^{\circ}19'03''$ East, along the West line of said 10.25 acres, and said drainage easement, a distance of 500.86 feet, to a 5/8-inch iron rod with cap marked "TOPOGRAPHIC" set, in the North line of a 217.73 acre tract, described in deed to Ross and Pat Stromberg, recorded in Document No. 2000061659, O.R.W.C.T., for the common Southwest corner of said 10.25 acre tract, the Southeast corner of the 54.50 acres and of this tract;

THENCE South $68^{\circ}33'08''$ West, along the common North line of said 217.73 acre tract, and South line of said 54.50 acre tract, a distance of 2276.39 feet, to a found 6"x6" concrete monument, 2 feet Southwest of a wood fence corner post, at the Southeast corner of the previously mentioned Garrett, 7.06 acres, for the Southwest corner of said 54.50 acres and of this tract;

THENCE North $16^{\circ}50'26''$ West, along the East line of said Garrett, 7.06 acres, and West line of the 54.50 acres and this tract, a distance of 603.83 feet, to the POINT OF BEGINNING (P.O.B.), containing 30.65 acres of land;

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

EXHIBIT C Preliminary Site Plan

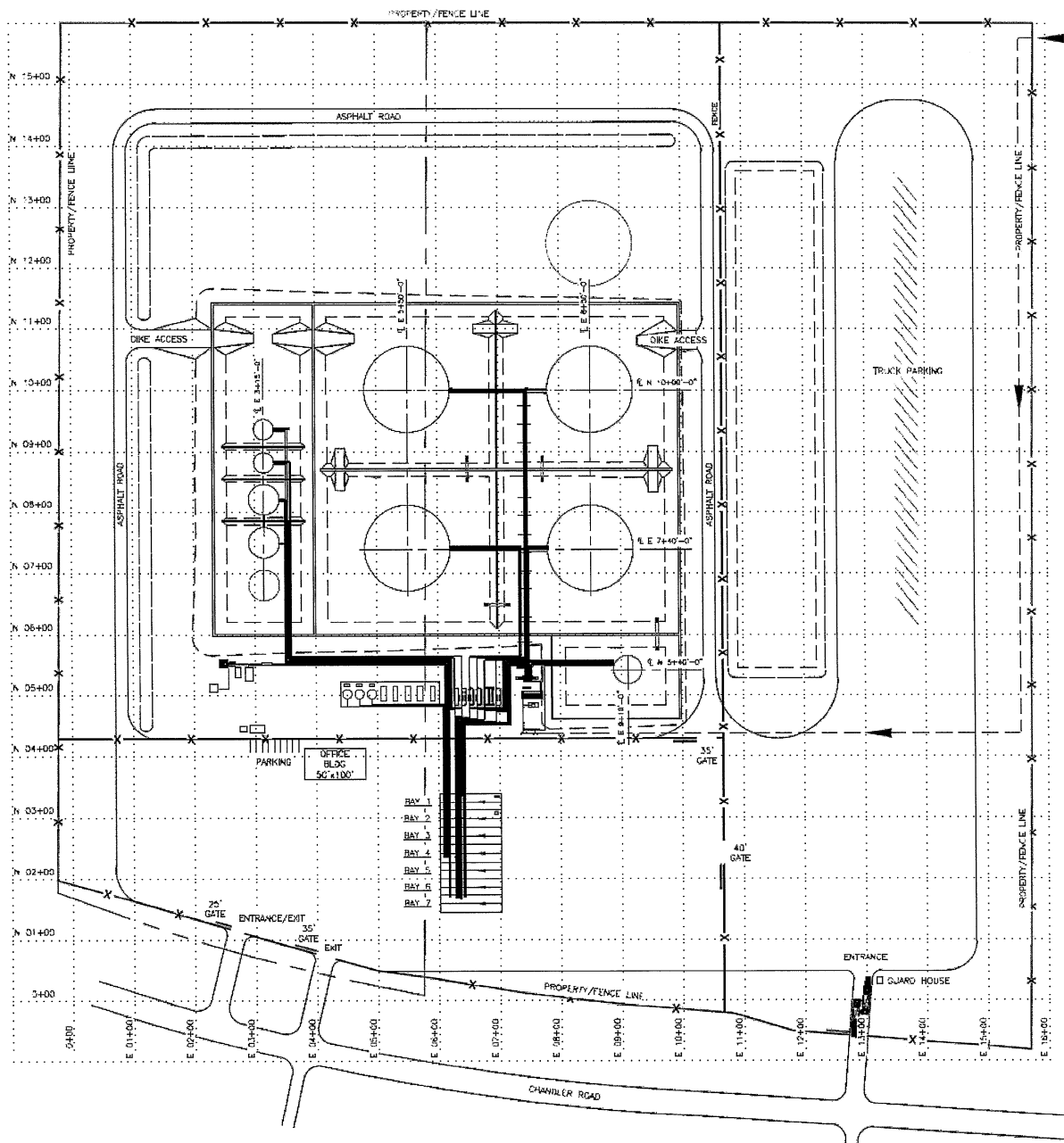


EXHIBIT D

Development Standards

1. Fencing and Vegetation

- Fencing along Chandler Road and for approximately 50 feet back from the front property line along each of the East and West property lines will consist of a combination of masonry and metal picket fencing at an approximate height of 8 feet.
- Gates for the exits and entrances along Chandler Road will be made to match the aesthetics of the front fence.
- All other property line fencing and gates will be made of vinyl-coated chain link with an approximate height of 8 feet.
- Bushes and/or shrubs will be planted in front of the fencing along Chandler road, spaced at random intervals.
- Trees will be planted at random intervals inside and/or outside the fence along the Chandler Road property line and within the first 50 feet back from the front property line along each of the East and West property lines.

Annexes D-1 and D-2 to this Exhibit consist of an artist's conceptual renderings of two different perspectives of the front of the facility, showing a fencing and landscaping plan consistent with the foregoing requirements. These renderings are provided for illustrative purposes only; actual fencing and landscaping materials, design and layout may vary, but will comply with the above requirements.

2. Signage

- Signage on the exterior of the facility will consist either of signs attached to or painted on the front fencing or stand-alone monument style signage between the front fence and the street, or a combination thereof. There will be only one primary sign along Chandler Road identifying the facility. All other exterior signage will be for traffic control or other ancillary purposes and will only be located at or near gates. No pylon signs will be erected at the site. Signage may be illuminated.

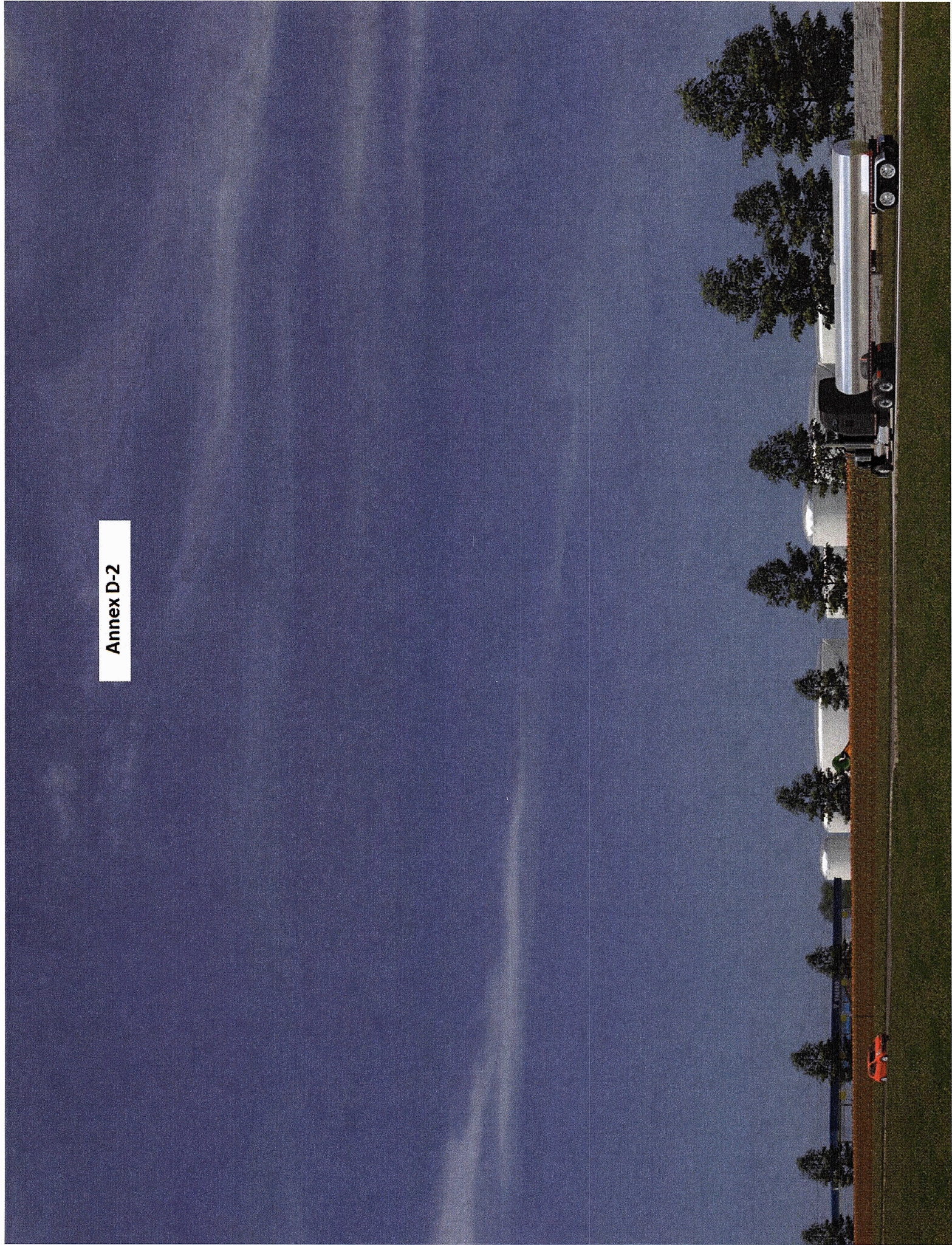
3. Road Improvements

- Subject to receipt of necessary City and/or County approvals, turning/acceleration lanes of typical length will be constructed to facilitate left turns into the terminal by trucks heading eastbound on Chandler Road and acceleration for trucks heading westbound out of the terminal on Chandler Road.

Annex D-1



Annex D-2





City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 9

Agenda Title: Consider awarding Request For Qualifications (RFQ) for Heritage Square Park.

Council Action to be taken: Consider selection and award of Design-Build firm

Department Submitted Parks and Recreation

Staff Contact: Casey Sledge, City Engineer

1. PURPOSE/DESCRIPTION

This item is for Council to consider and award the selection of the design-build contractor for Heritage Square Park.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Council selected the Design-Build delivery method for this project. Requests for Qualifications (RFQ) were advertised and the City received 3 responses on September 19, 2017. The applicants were scored based on criteria advertised in the RFQ package. The highest scoring firm is Baird Williams Construction from Temple, TX.

Staff recommends Council select Baird Williams Construction for Design-Build services for Heritage Square Park.

3. FUNDING SOURCE

There is no direct cost associated with the Award of the Design-Build firm. It is anticipated that the City will negotiate a contract to initiate the pre-construction phase of the project and that Council will consider awarding the construction cost for the project once the cost is fully developed by the Design Build firm.

4. TIMELINE CONSIDERATIONS

If the Design Build firm is awarded with this item, the project will remain on schedule for completion prior to June 2018.

5. OTHER OPTIONS (In order of preference)
--

6. ATTACHMENTS

9a. [Award documents](#)

481 TUCEK ROAD TAYLOR, TX 76574
PH 512.365.1888
FAX 512.365.1962
www.sledge.biz



October 3, 2017

Isaac Turner – City Manager
City of Taylor
400 Porter Street
Taylor, TX 76574

RE: City of Taylor – Heritage Park Improvements
Design-Build Qualification Submittal Review and Award Recommendation

Dear Mr. Turner:

Statements of Qualifications (SOQs) for the above referenced project were received at 2:00 p.m. on September 19, 2017 via electronic submittal. The Project includes construction of the improvements as shown in the Conceptual Layout prepared by SEC. The review committee has reviewed the SOQs and prepared a Scoring Matrix indicating the results of the evaluation. The Scoring Matrix is enclosed for the City's review.

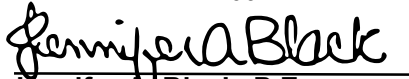
There were 3 Design Build teams that submitted qualifications. One addendum was issued for the Request for Qualifications. The addendum responded to questions asked by potential submitters.

The Design Build team that was scored highest was Baird-Williams Construction of Temple, TX. They are ready to move forward and successfully complete this project in accordance with the information provided in the Request for Qualifications if awarded the project.

It is respectfully recommended that the City of Taylor select Baird-Williams Construction for Design-Build Services of the Heritage Park Improvements.

Once the City negotiates the contract, our office will schedule a project kick-off meeting and work with SEC and Baird-Williams Construction to begin Preliminary Design of the planned improvements. If you have any questions about the ranking or design-build process, please contact me. Thank you.

Sledge Engineering, LLC
TBPE Firm #F-7769


Jennifer A. Black, P.E.
Senior Project Manager

City of Taylor
Heritage Park
DB Respondent Rankings

Category	Baird/Williams Construction	Patin Construction	Strata Landscape
Experience	5	2	3
Experience in DB Method	4	3	4
Competency/Capacity to Perform	5	3	3
Past Performance	5	3	3
Professional Reputation	5	5	4
Certifications	3	3	3

** All category ratings are 1 (least) to 5 (best) 27 19 20



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 10

Agenda Title: Consider approving lease agreement for equipment for parks maintenance.

Council Action to be taken: Approve agreement as presented.

Department Submitted Parks

Staff Contact: Mike DeVito, Director

1. PURPOSE/DESCRIPTION

The current lease agreement for equipment at the Taylor Regional Park (Sports Complex) expires in October of this year. All current equipment will need to be replaced, as it will be returned at the end of the lease. Staff is presenting information for a new program.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Staff has determined the current equipment expiring is not suitable to perform the functions need at the sports complex, and needs to be upgraded. Current units used for ball field maintenance, mowing and turf care are designed for use in the golf industry. Staff is proposing the following equipment that is designed for ball field use, and also provides more flexible use options.

Due to the anticipated high use of the XUV Gators and Ventrac Tractors, and expected wear and tear, it is ideal to have the units on a true lease, so that the option exists to “Flip” these for new models at the end of the lease term. Since these units will be out of warranty and will have significant use at the end of the term, we feel it is important to have flexibility to ensure we have equipment that is reliable and running properly.

Staff also recommends purchasing the current used John Deere Pro-Gators, as these units are good for at least 3,000 more hours.

3. FUNDING SOURCE

Staff is proposing the lease of the John Deere XUV Gators through the John Deere Lease program and the lease of the Ventrac tractors through the C&M Equipment lease program. All other equipment will be purchased through each companies respective finance program.

Equipment	Annual Cost	5 Year Cost	Replaces
ABI Infield Groomer	\$6,732	\$34,860	Deere Infield Dragger (2)
Ventrac Mower/Tractor (2)	\$19,392	\$91,020	Deere Fairway Mowers (2)
Hustler Wide Area Mower	\$4,716	\$24,420	Deere 1600 W.A.M.
John Deere XUV Gator (2)	\$6,018	\$30,091	XUV Gators (2)
Weidemann /Pro Gator (2)	\$12,337	\$61,685	Deere Vac/Vert/Aerator
Total	\$49,195	\$242,076	

The funding for this program was provided and approved in the 2017-2018 budget, for up to \$49,500 annually. The proposed program will be under budget at a total annual cost of \$49,195.

Units will be financed as follows:

- XUV Gators, Weidemann, Pro-Gators- through John Deere Financing at an interest rate of 3.9% (rate is slightly higher due to used equipment)
- ABI Infield Groomer, Ventrac Tractors, Hustler Mower- through C&M Equipment (Wells Fargo) at an interest rate of 3.25%

All companies are approved Buy Board vendors, offering the lowest prices and rates. The Hustler mower will be purchased locally from Williamson County Equipment. All other units are specialty items and not available locally.

4. TIMELINE CONSIDERATIONS

The current lease program expires on October 17th. If approved, new equipment will be available by that date or soon thereafter.

5. OTHER OPTIONS (In order of preference)

Approve as a purchase only, with no leased equipment. The estimated annual cost for this option would be \$47,748. This option is about \$2,000 under the annual budget; however, it does not give us the flexibility to “flip” the used equipment at the end of the lease.

6. ATTACHMENTS

- 10a. Option 1 with true lease documents
- 10b. Option 2 with purchase only documents



Lease Type:	FMV
Term:	48 Months
Payment Option:	Monthly

Please Contact: **Jennifer Gaalswyk at Wells Fargo Equipment Finance, Golf and Turf Division with any questions. Email: Jennifer.L.Gaalswyk@wellsfargo.com, Phone: 515-557-4442 (work) / 515-423-4955 (cell)**

-
- WELLS FARGO
- Together we'll go far

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PURCHASER'S NAME - First Signer (First, Middle Initial, Last)			DATE OF ORDER	COMPANY UNIT	DEALER ACCOUNT NO.
CITY OF TAYLOR			Oct 03, 2017	04	045236
(SECOND LINE OF OWNER NAME)			DEALER ORDER NO.		
STREET OR RR 400 PORTER ST			SOC.SEC.	IRS NO.	EIN.NO.
TOWN TAYLOR	STATE TX	ZIP CODE 76574	TRANSACTION TYPE Lease		PURCHASER SALES TAX EXEMPT
COUNTY Williamson	PURCHASER ACCT.	PHONE NO. 512-352-5997	SELLER'S NAME & ADDRESS Austin Turf & Tractor 809 Steve Hawkins Pkwy Marble Falls, TX 78654 830-693-6477		
E-MAIL ADDRESS			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
PURCHASER'S NAME - Second Signer					
STREET OR RR					
TOWN	STATE	ZIP CODE			
Use County WILLIAMSON		Use State/Province TX			

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

QTY				NEW	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1				x			JOHN DEERE XUV825E (MY18)			\$ 12,990 04
1				x			JOHN DEERE XUV825E (MY18)			\$ 12,990 04
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.									TOTAL CASH PRICE	\$ 25,980 08
QTY		DESCRIPTION OF TRADE-IN						Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT
									TOTAL TRADE-IN ALLOWANCE	\$ 0 00
PURCHASER TYPE 5 City/Town/Village									MARKET USE 87 Parks and Cemeteries	
COMMENTS: John Deere Leasing Info- 60 Month True Lease Base Payment \$ 456.16* per month *Property tax approx \$45.00 per month									1. TOTAL CASH-PRICE	\$ 25,980 08
									2. TOTAL TRADE-IN ALLOWANCE	\$ 0 00
									3. TOTAL TRADE-IN PAY-OFF	\$ 0 00
									4. BALANCE	\$ 25,980 08
									8. SUB-TOTAL	\$ 25,980 08
									9. CASH WITH ORDER	\$ 0 00
									10. RENTAL APPLIED	\$ 0 00
									11. CASH DISCOUNT	\$ 0 00
									12. BALANCE DUE	\$ 25,980 08

COMMENTS:

John Deere Leasing Info-
60 Month True Lease Base Payment \$ 456.16* per month
***Property tax approx \$45.00 per month**

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS - I (We) promise to pay the Balance Due (line 12) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Purchaser's Signature _____	Accepted By _____		
Purchaser's Signature _____	Date Accepted _____	Salesperson	HARRIS, TERRY

DELIVERED ON:

WARRANTY BEGINS:

Submit

☐ Show Details



State and Local Government Pricing

C&M

Equipment could be subject to hour limits

Pricing assumes full package delivery and financing from Wells Fargo Equipment Finance

Applicable taxes to be added to the quoted amounts

Quote expires: **11/5/2017**

Call for other quotes



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PURCHASER'S NAME - First Signer (First, Middle Initial, Last)			DATE OF ORDER	COMPANY UNIT	DEALER ACCOUNT NO.
CITY OF TAYLOR			Oct 03, 2017	04	045236
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E-MAIL ADDRESS			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
PURCHASER'S NAME - Second Signer					
STREET OR RR					
TOWN	STATE	ZIP CODE			
Use County WILLIAMSON		Use State/Province TX			

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

QTY	NEW	DEMO	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)		
1				x	JOHN DEERE PROGATOR 2030A DIESEL	0		\$ 8,250	00	
1				x	JOHN DEERE PROGATOR 2030A DIESEL	0		\$ 8,250	00	
1	x				WEIDENMANN Super 600 Pull Type Vacuum/Vert 63" Width	0		\$ 42,000	00	
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.							TOTAL CASH PRICE		\$ 58,500	00
QTY	DESCRIPTION OF TRADE-IN					Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT		
1	First Products VC 60 Verticutter						1059VC	\$ 2,000	00	
1	JOHN DEERE TC125 TURF COLLECTION SYSTEM						TC0125X060087	\$ 2,000	00	
1	JOHN DEERE AERCORE 1500 MOUNTED AERATOR						TC1500X080066	\$ 3,000	00	
							TOTAL TRADE-IN ALLOWANCE	\$ 7,000	00	
PURCHASER TYPE						MARKET USE		1. TOTAL CASH-PRICE	\$ 58,500	00
5 City/Town/Village						87 Parks and Cemeteries		2. TOTAL TRADE-IN ALLOWANCE	\$ 7,000	00
COMMENTS: John Deere Leasing Info- 60 Month Lease Purchase Base Payment \$ 943.06* per month *Property tax approx \$85.00 per month							3. TOTAL TRADE-IN PAY-OFF	\$ 0	00	
							4. BALANCE	\$ 51,500	00	
							8. SUB-TOTAL	\$ 51,500	00	
							9. CASH WITH ORDER	\$ 0	00	
							10. RENTAL APPLIED	\$ 0	00	
							11. CASH DISCOUNT	\$ 0	00	
							12. BALANCE DUE	\$ 51,500	00	

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NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS -I (We) promise to pay the Balance Due (line 12) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Purchaser's Signature _____	Accepted By _____
Purchaser's Signature _____	Date Accepted _____ Salesperson HARRIS, TERRY

DELIVERED ON:

WARRANTY BEGINS:

Submit

☐ Show Details

Customer Name: City of Taylor, TexasDate: October 6, 2017**WELLS
FARGO**

Lease Type:	\$1 Out Lease Purchase
Term:	60 Months
Payment Option:	Monthly

State and Local Government Pricing

C&M	Brand	Model & Title	Equipment Hours	Quantity	Per Unit Price	Upfront Tax	Trade In Allowance	Amount Financed	Lease Payment
	Ventrac	4500Y Kubota D902	NA	2	\$ 24,595.00	\$ -	\$ -	\$ 49,190.00	\$ 889.35
	Accessory	Foot Pedal Control	NA	2	\$ 80.00	\$ -	\$ -	\$ 160.00	\$ 2.89
	Accessory	Edger	NA	1	\$ 4,650.00	\$ -	\$ -	\$ 4,650.00	\$ 84.07
	Accessory	Sod Cutter	NA	1	\$ 495.00	\$ -	\$ -	\$ 495.00	\$ 8.95
	Accessory	Turbine Style Blower	NA	1	\$ 5,275.00	\$ -	\$ -	\$ 5,275.00	\$ 95.37
	Accessory	Arm Rests	NA	2	\$ 60.00	\$ -	\$ -	\$ 120.00	\$ 2.17
	Accessory	Dual Wheel Kit	NA	1	\$ 1,195.00	\$ -	\$ -	\$ 1,195.00	\$ 21.61
	Accessory	Cool Top Canopy	NA	2	\$ 985.00	\$ -	\$ -	\$ 1,970.00	\$ 35.62
		Discount	NA	1	\$ (9,125.50)	\$ -	\$ -	\$ (9,125.50)	\$ (164.99)
	ABI	Force Infield Groomer and Laser Grade	NA	1	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00	\$ 560.48
	Hustler	Super 104 RD Grammer Susp Seat	NA	1	\$ 21,750.00	\$ -	\$ -	\$ 21,750.00	\$ 393.24
		Ventrac Attachments			\$ 28,200	\$ -	\$ -	\$ 28,200	\$ 509.86
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ 214,859.50	\$ 2,439

Please Contact: **Jennifer Gaalswyk at Wells Fargo Equipment Finance, Golf and Turf Division with any questions. Email: Jennifer.L.Gaalswyk@wellsfargo.com, Phone: 515-557-4442 (work) / 515-423-4955 (cell)**

- Equipment could be subject to hour limits
- Pricing assumes full package delivery and financing from Wells Fargo Equipment Finance
- Applicable taxes to be added to the quoted amounts
- Quote expires: 11/5/2017
- Call for other quotes

© 2014 Wells Fargo Bank, N.A. All rights reserved. All transactions are subject to credit approval. Some restrictions may apply. Wells Fargo Equipment Finance is the trade name for certain equipment leasing and finance businesses of Wells Fargo Bank, N.A. and its subsidiaries.



PURCHASER'S NAME - First Signer (First, Middle Initial, Last)			DATE OF ORDER	COMPANY UNIT	DEALER ACCOUNT NO.
CITY OF TAYLOR			Oct 03, 2017	04	045236
(SECOND LINE OF OWNER NAME)			DEALER ORDER NO.		
STREET OR RR 400 PORTER ST			SOC. SEC.	IRS NO.	EIN. NO.
TOWN TAYLOR	STATE TX	ZIP CODE 76574	TRANSACTION TYPE Lease		PURCHASER SALES TAX EXEMPT
COUNTY Williamson	PURCHASER ACCT.	PHONE NO. 512-352-5997	SELLER'S NAME & ADDRESS Austin Turf & Tractor 809 Steve Hawkins Pkwy Marble Falls, TX 78654 830-693-6477		
E-MAIL ADDRESS			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
PURCHASER'S NAME - Second Signer					
STREET OR RR					
TOWN	STATE	ZIP CODE			
Use County WILLIAMSON		Use State/Province TX			

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

Continued by completing the Equipment Support Group at 800 465 6625 or via email at james@johndeereleasing.com									
QTY	NEW	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)		
1	x			JOHN DEERE XUV825E (MY18)			\$ 12,990	04	
1	x			JOHN DEERE XUV825E (MY18)			\$ 12,990	04	
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.						TOTAL CASH PRICE	\$ 25,980	08	
QTY	DESCRIPTION OF TRADE-IN				Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT		
						TOTAL TRADE-IN ALLOWANCE	\$ 0	00	
PURCHASER TYPE						MARKET USE	1. TOTAL CASH-PRICE	\$ 25,980	08
5 City/Town/Village						87 Parks and Cemeteries	2. TOTAL TRADE-IN ALLOWANCE	\$ 0	00
COMMENTS: John Deere Leasing Info- 60 Month Lease Purchase Base Payment per Month \$ 465.74* *Property Tax approx \$45 per Month						3. TOTAL TRADE-IN PAY-OFF	\$ 0	00	
						4. BALANCE	\$ 25,980	08	
						8. SUB-TOTAL	\$ 25,980	08	
						9. CASH WITH ORDER	\$ 0	00	
						10. RENTAL APPLIED	\$ 0	00	
						11. CASH DISCOUNT	\$ 0	00	
						12. BALANCE DUE	\$ 25,980	08	

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Purchaser's Signature _____	Accepted By _____		
Purchaser's Signature _____	Date Accepted _____	Salesperson	HARRIS, TERRY

DELIVERED ON:

WARRANTY BEGINS:

☐ Show Details

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1				x	JOHN DEERE PROGATOR 2030A DIESEL	0		\$ 8,250	00		
1	x				WEIDENMANN Super 600 Pull Type Vacuum/Vert 63" Width	0		\$ 42,000	00		
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COMMENTS: John Deere Leasing Info- 60 Month Lease Purchase Base Payment \$ 943.06* per month *Property tax approx \$85.00 per month							3. TOTAL TRADE-IN PAY-OFF		\$ 0	00	
							4. BALANCE		\$ 51,500	00	
							8. SUB-TOTAL		\$ 51,500	00	
							9. CASH WITH ORDER		\$ 0	00	
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Purchaser's Signature _____	Accepted By _____
Purchaser's Signature _____	Date Accepted _____ Salesperson HARRIS, TERRY

DELIVERED ON:

WARRANTY BEGINS:

Submit

☐ Show Details



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 11

Agenda Title: Receive Taylor Chamber of Commerce quarterly report for July- September 2017.

Council Action to be taken: Approve as presented.

Department Submitted: Taylor Chamber of Commerce

Staff Contact: Tia Stone, President

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is present to the City Council a Report of Activities and Budget for the Chamber of Commerce.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Section 3.3 of the Agreement between the City of Taylor and the Taylor Chamber of Commerce states in part, “The Chamber of Commerce shall prepare written reports for submission to the City Council on a quarterly basis, during the months of January, April, July, and October”. The attached report is meant to fulfill this requirement.

Receive report as submitted.

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

The last report was presented to Council on May 11, 2017 and was for the period of April-June 2017. This report covers July-September 2017.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

11a. [Quarterly Report](#) for July-September 2017.

3:24 PM

09/29/17

Accrual Basis

Taylor Chamber of Commerce
Transaction Detail by Account
 July 1 through September 29, 2017

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Citizens-Hotel/Motel (Tourism)									
Bill Pmt -Check	07/07/2017	1419	KUT/KUTX			X	Accounts Pa...	(1,120.00)	(1,120.00)
Bill Pmt -Check	07/07/2017	1420	Taylor Press'			X	Accounts Pa...	(1,325.00)	(2,445.00)
Bill Pmt -Check	07/21/2017	1421	Austin Chronicle			X	Accounts Pa...	(1,261.50)	(3,706.50)
Bill Pmt -Check	07/26/2017	1422	David-Jacobs Pu...			X	Accounts Pa...	(2,500.00)	(6,206.50)
Deposit	07/31/2017			Interest		X	Interest Inco...	1.36	(6,205.14)
Deposit	08/09/2017			Deposit		X	Undeposited...	7,695.36	1,490.22
Deposit	08/31/2017			Interest		X	Interest Inco...	1.42	1,491.64
Bill Pmt -Check	09/20/2017	1423	David-Jacobs Pu...				Accounts Pa...	(2,500.00)	(1,008.36)
Total Citizens-Hotel/Motel (Tourism)								(1,008.36)	(1,008.36)
TOTAL								(1,008.36)	(1,008.36)

Taylor Chamber of Commerce
Balance Sheet
As of September 29, 2017

	Sep 29, 17
ASSETS	
Current Assets	
Checking/Savings	
Citizens-Hotel/Motel (Tourism)	15,644.94
Total Checking/Savings	15,644.94
Total Current Assets	15,644.94
TOTAL ASSETS	15,644.94
LIABILITIES & EQUITY	0.00

Q4 2017 HOT funds expenditures

1419 KUT/KUTX

Cost to HOT funds \$1,120

Paid advertising on KUTX for Stomp 'N' Holler. They also had one of our performers (Rosie Flores) live on the air May 30 and they allowed her to plug Stomp 'N' Holler at no charge to us and were live from the event. This was the second payment to KUT/KUTX. It was included on the SNH final report.

1420 Taylor Press

Cost to HOT funds \$1,325

\$1200 of this bill is for the centerspread in the FYI Magazine. We use the FYI as the centerpiece of our welcome to new residents and of the packages that we send out to tourists who request information. The remainder was the final ads for SNH. It was included in the SNH final report.

1421 Austin Chronicle

Cost to HOT funds \$1,261.50

Paid advertising on in the Austin Chronicle for Stomp 'N' Holler. The ad is attached as is the invoice. This was included on the SNH final report.

1422 Food Traveler Magazine – ½ page ad plus a ¼ page ad

Cost to HOT funds \$2,500

Barbecue edition. Distributed by 10,000 retailers nationally. Authorized distributors include HEB stores, Barnes and Noble, Target, Books-A-Million, etc. 565,000 digital & print subscribers. David-Jacobs Publishing Group

1423 Travel South Magazine – ½ page ad plus 1 page story with photos

Cost to HOT funds \$2,500

240,000 readers between print and digital issues. This included a full page story with art, a half-page ad, and posts on their website and social media pages. David-Jacobs Publishing Group

INVOICE



512-471-8222 | 300 W Dean Keeton, A0704
underwriting@kut.org | Austin, TX 78712-1061

Invoice #: MCC-1170642035
Invoice Date: 06/25/2017
Contract #: 11282
Page: 1
Net Amount Due: \$1,120.00

Advertiser: TAYLOR CHAMBER OF COMMERCE
1519 N Main St
Taylor, TX 76574

Station(s): KUT-FM
KUTX-FM

Advertiser: TAYLOR CHAMBER OF COMMERCE
Product: Stomp n Hollar 6/3/17
Estimate #:
Agency Client Code:
Buyer Name:

Salesperson(s): Jim Scarborough
Terms: Net 30

Day	Date	Time	Ln	Length	Product	ISCI	Rate
KUT-FM							
MON	05/29/17	04:59p	2	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$196.00
TUE	05/30/17	06:58p	2	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$196.00
WED	05/31/17	07:06p	2	15	Stomp n Hollar 6/3/17	STOMP N HOLLER REV	\$196.00
THU	06/01/17	04:00p	2	15	Stomp n Hollar 6/3/17	STOMP N HOLLER REV	\$196.00
KUTX-FM							
MON	05/29/17	03:07p	5	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$50.00
MON	05/29/17	03:33p	6	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$36.00
MON	05/29/17	04:29p	5	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$50.00
MON	05/29/17	07:10p	7	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$0.00
TUE	05/30/17	07:27a	7	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$0.00
TUE	05/30/17	01:06p	7	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$0.00
TUE	05/30/17	05:07p	5	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$50.00
TUE	05/30/17	06:36p	5	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$50.00
TUE	05/30/17	09:26p	7	15	Stomp n Hollar 6/3/17	STOMP N HOLLER JUNE 3	\$0.00
WED	05/31/17	06:04a	7	15	Stomp n Hollar 6/3/17	STOMP N HOLLER REV	\$0.00
WED	05/31/17	04:08p	5	15	Stomp n Hollar 6/3/17	STOMP N HOLLER REV	\$50.00
WED	05/31/17	04:36p	7	15	Stomp n Hollar 6/3/17	STOMP N HOLLER REV	\$0.00
WED	05/31/17	09:30p	7	15	Stomp n Hollar 6/3/17	STOMP N HOLLER REV	\$0.00
THU	06/01/17	05:30p	5	15	Stomp n Hollar 6/3/17	STOMP N HOLLER REV	\$50.00
THU	06/01/17	07:04p	7	15	Stomp n Hollar 6/3/17	STOMP N HOLLER REV	\$0.00

KUT-FM		KUTX-FM	
Total Spots:	4	Total Spots:	15
Gross Amount:	\$784.00	Gross Amount:	\$336.00
Agency Commission:	\$0.00	Agency Commission:	\$0.00
Net Amount:	\$784.00	Net Amount:	\$336.00

INVOICE



512-471-8222 | 300 W Dean Keeton, A0704
underwriting@kut.org | Austin, TX 78712-1061

Remit To:
KUT/KUTX Radio
University of Texas Austin
300 W Dean Keeton, A0704
Austin, TX 78712-1061

Invoice #: MCC-1170642035
Invoice Date: 06/25/2017
Contract #: 11282
Page: 2
Net Amount Due: \$1,120.00

Invoice Totals

Total Spots:	19
Gross Amount:	\$1,120.00
Agency Commission:	\$0.00
Net Amount Due:	\$1,120.00

Taylor Press
 PO Box 1040
 211 W. Third Street
 Taylor, Texas 76574-1040

Invoice/Statement

6/30/2017

TAYLOR CHAMBER OF COMMERCE
 1519 N MAIN
 TAYLOR, TX 76574

		Due Date	Sales Rep	Account #	Amount Due
		7/10/2017	02AM	110230	\$1,325.00
Date	Description			Amount	Balance
05/31/2017	Balance forward				823.70
06/04/2017	INV #190497. FRONT PG BANNER			125.00	948.70
06/12/2017	PMT #1412. APRIL / MAY 2017			-823.70	125.00
06/30/2017	INV #190549. TAYLOR FYI - CENTER SPREAD			1,200.00	1,325.00
			Due 10th of the Month		
					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,325.00	0.00	0.00	0.00	0.00	\$1,325.00

"Quality Printing by Quality People"

512-352-8535

www.taylorpress.net



The Austin Chronicle
4000 North IH35
Austin, TX 78751-4899
512-454-5766

Statement

Date: 6/30/17
Activity: 6/1/2017 - 6/30/2017
Terms: Prepay

Bill to:

Rich Stone
Taylor BBQ Festival
Greater Taylor Chamber of Commerce
1519 N Main St.
Taylor, TX 76574

Sold to:

Account ID: 19991

Rich Stone
Taylor BBQ Festival
Greater Taylor Chamber of Commerce
1519 N Main St.
Taylor, TX 76574

Balance Forward before 6/1/2017 \$0.00

Date	Description	Sale	Adj	Pmt	Balance
06/02/17	Invoice 110171	\$1,022.00			\$1,022.00
06/02/17	Invoice 110172	\$239.50			\$1,261.50
		\$1,261.50			

New mailing address

PO Box 4189, Austin, TX 78765-4189

Thank you for your business.

Unapplied Credit \$0.00

Credit Applied to Future Ads \$0.00

Account Balance as of 6/30/2017 **\$1,261.50**

Invoice Balances:

Current	1-30	31-60	61-90	91-120	Over 120	Credit	Total
	\$1,261.50						\$1,261.50

Please return this portion with your payment

Statement

Statement Date: 6/30/2017

Account # 19991

Account Name Taylor BBQ Festival

Amount Enclosed _____

Remit Payment to

The Austin Chronicle
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Refugees

SoundSpace

SoundSpace: Refugees
Sunday, June 4 | 2–4 pm

The Blanton's award-winning new music series *SoundSpace* returns with a program of works written by, performed by, or about refugees. Featuring performances by ARCOS dance, Atash, Nakia, Panoramic Voices, Zell Miller III, and more.

Included with general museum admission.
Free for members and UT students, faculty, and staff.

SoundSpace is generously underwritten by Michael Chesser.

BLANTON MUSEUM OF ART
MLK at Congress / Austin, TX 78712 / 512.471.7324 / www.blantonmuseum.org

f t i



STOMP 'N' HOLLER

TAYLOR BBQ + MUSIC FESTIVAL | 2017

★ **JUNE 3, 2017** ★

THE MAVERICKS PLUS TEN LEGENDARY
WHISKEY SHIVERS BBQ PIT MASTERS
& ROSIE FLORES

TICKETS AT THE DOOR OR AT
STOMPNHOLLERFEST.COM

Taylor Texas *Taylor Texas*

CLUB LISTINGS

A ALL AGES VENUE R ROADSHOW ★ RECOMMENDED

THURSDAY 6/1

THE ABGB Jesse Dalton, Roger Sellers, Brittany Haas, Jordan Tice (9:00) A
ANTONE'S North Mississippi Allstars, Uncle Lucius (9:00) R
BARRACUDA O.N.E., the Real Cost, SASS, Nosferatu (8:00) A
B.D. RILEY'S Kristen Gibbs (8:00)
BEERLAND Neglect, Slurp, Night Loner (8:00) A
THE BLACKHEART Interrobang Brass, the Adventures of Wolfdog & Dirtboy (9:30)
BROKEN SPOKE The Derailers (9:00) R, Tony Harrison (6:00)
C-BOY'S HEART & SOUL Emily Gimble (10:00), Paul Oscher (6:30)
CACTUS CAFE Dan Navarro (8:00) A
CAROUSEL LOUNGE The Reploids (10:30), Excited States (9:00), Health & Happiness (8:15), Iron & Embers (7:00) A, Variety Jones (5:00)

CEDAR STREET The Motts (9:30), Myles & the Longshots (6:00)
CENTRAL MARKET NORTH The Love Sprockets (6:30) A
CHEER UP CHARLIES Brown State of Mind presents Summer Showcase (9:00)
COME & TAKE IT LIVE All Hail the Yeti, Invidia, Broken Rail, Lug (7:30) A
CONTINENTAL CLUB James McMurtry (11:59), Barfield, Tyrant of Texas Funk (10:00), Casper Rawls (6:30)
CONTINENTAL CLUB GALLERY Bonnie Whitmore (10:30), Monte Warden & the Dangerous Few (8:30)
DIRTY DOG BAR The Hoy Polloy, Buenos Diaz (8:00)
DONN'S DEPOT Murphy's Inlaws
DOZEN STREET Jenny Parrott Show (6:00)
DRISKILL BAR Fort Defiance (8:00), Massimo Gerosa (6:00)
EDDIE V'S Blue Mist (7:00) A
ELEPHANT ROOM Ephraim Owens Quartet (9:30), Tres Musicos (6:00)

EMPIRE CONTROL ROOM Sam Gellaity (9:00) A
EVANGELINE CAFE Liz Morphis (7:00) A
FLAMINGO CANTINA Roleros Cosmicos, Ex-Romantika, DJ Vanessa La Bestia (9:00) A
FRIENDS Conquistadors (7:30), The Krawlers (4:00)
GERALDINE'S Jackie Venson (9:30)
GIDDY UPS Open mic (8:30)
THE GOODNIGHT Dave Sollee open mic (6:30)
GRUENE HALL Chubby Knuckle Choir (7:00) A
GÜERO'S Los Flames (6:30)
HANDLEBAR Cowboy Diplomacy Band (8:00)
HARD LUCK LOUNGE Bantam, Wil Cope (8:00)
HOLE IN THE WALL Youth Hospice, Mountebank, Desilu A
HOTEL VEGAS Icing, Big Britches (9:00)

ROAD SHOWS

THU 6/1

Brittany Haas, Jordan Tice, the ABGB
North Mississippi Allstars, Antone's
O.N.E., SASS, Barracuda
Slurp, Beerland
Dan Navarro, Cactus Cafe
Iron & Embers, Carousel Lounge
All Hail the Yeti, Invidia, Broken Rail, Come & Take It Live
Sam Gellaity, Empire Control Room
Roleros Cosmicos, Flamingo Cantina
Mountebank, Hole in the Wall
Yulton, Kingdom
Stone Wheels, One-2-One Bar
Jeremy McComb, Saxon Pub
Bush Pilots, Sidewinder
Ben Cina, Winflo Osteria

FRI 6/2

North Mississippi Allstars, Antone's
Florida Georgia Line, Nelly, Chris Lane, Austin 360 at COTA
Dead Meadow, Crypt Trip, Barracuda
Football Etc., Cheer Up Charlies
Myth of I, Dirty Dog Bar
Braden Baugh, Darrin Stout, Driskill Bar
Hatch, Wax Logic, Flamingo Cantina
Barrows, Hole in the Wall
The Suffers, ISHI, Femina-X, Mohawk
Ghost Ship, the North Door
Skylar Hamilton, River Road Icehouse
The Ex-Optimists, Sahara Lounge
Charlie Mars, Saxon Pub

SAT 6/3

Sons of Hercules, Spider House Ballroom
North Mississippi Allstars, Waterloo Records
Split Squad, Dressy Bessy, 3ten ACL Live
North Mississippi Allstars, Antone's
Gools, Beerland
Kilter, Psycho Cell, Dirty Dog Bar
Casey Donahew Band, Bill Hearne, Gruene Hall
The Nymphs, Hotel Vegas
You Bred Raptors?, Kick Butt Coffee
Midnight Strangers, Lamberts
Charlie Mars, Saxon Pub
Billy Currington, Whitewater Amphitheatre

SUN 6/4

Chakra Khan, Cheer Up Charlies
Leo Dan, Coliseum
T.I., Young Dro, Trae tha Truth, Translee, Yung Booque, London Jae, Shauntrell Pender, Universal Sigh, Empire Control Room
Capleton, Flamingo Cantina
Hurray for the Riff Raff, Making Movies, Mohawk
Crystal Bowersox, One World Theatre
Greasy Hands, Sahara Lounge

MON 6/5

Rickey Gene Wright, Mohawk

TUE 6/6

The Deslondes, 3ten ACL Live
Robert Randolph & the Family Band, Upright Man, Antone's

WED 6/7

Punch Brothers, ACL Live
Hot 8 Brass Band, Antone's
Warbringer, Jungle Rot, Hellbender, Edging Rage, Come & Take It Live
Peeling, Moebius, Hotel Vegas
Saint Pé, Andy Grant, Mohawk
Great Good Fine OK, Morgxn, Sidewinder
Major Grizz, Le Butcherettes, Stubb's
Bonnie Montgomery, the White Horse

THU 6/8

Lance Bangs, Cheer Up Charlies
Jenny & the Mexicats, Continental Club
Whiskey Ignition, Dirty Dog Bar
Halfred, Diego Zion, Luxor, Empire Control Room
Medvedi, Hotel Vegas
CRANKDAT, Kingdom
The Ferocious Few, Sahara Lounge
Uché, ScratchHouse
Ramble Moon, Hating Nate, Sidewinder
Old 97's, Shooter Jennings, Stubb's
Reverend Peyton's Big Damn Band, Prophets & Outlaws, Travis County Expo Center

LISTINGS ARE FREE AND PRINTED ON A SPACE AVAILABLE BASIS. ACTS ARE LISTED HEADLINER TO OPENER. SCHEDULES ARE SUBJECT TO CHANGE, SO PLEASE CALL CLUBS TO CONFIRM LINEUPS. START TIMES ARE PROVIDED WHERE KNOWN AND ARE PM UNLESS OTHERWISE NOTED. SUBMISSION INSTRUCTIONS: MUSIC LISTINGS DEADLINE IS MONDAY, 9AM, FOR THAT WEEK'S ISSUE, PUBLISHED ON THURSDAY. PLEASE INDICATE ROADSHOWS AND RESIDENCIES. SEND VENUE NAME, ADDRESS, PHONE NUMBER, ACTS, AND START TIMES TO CLUBS@AUSTINCHRONICLE.COM.

INSERTION ORDER - Issue: Food Traveler Magazine SUMMER 2017

ADVERTISER

Company: Greater Taylor Chamber of Commerce
Brand: Texas BBQ Trail
Contact: Tia Stone
Title: President
Address: 1519 N. Main Street
City, State, Zip: Taylor, TX 76574
Phone Number: 512-352-6364
Fax Number: NA
Email: tstone@taylorchamber.org

AGENCY

Company:
Brand:
Contact:
Title:
Address:
City, State, Zip:
Phone Number:
Fax Number:
Email:

ADVERTISING SPECIFICATIONS

Size: (1) Half Page, Four Color Advertisement
Position: Best of Summer BBQ – Good Eats Feature
Other: FREE Quarter Page AD, Destination Guide
Other:
Other:

AD Rate: \$2,500.00 Net USD
Terms: Tearsheet

Artwork Due Date: March 3, 2017
AD Creation Fee: NA

Account Rep: Bob Ford

Acct Payable Contact: _____ Phone: _____ Email: _____
Ad Material Contact: _____ Phone: _____ Email: _____
Send all ad materials to: Artwork@DavidJacobsPG.com

Acceptance of Advertising: Acceptance of all advertising is subject to review and approval by the Publisher. The Publisher reserves the right to reject requests for advertisements.

Limitations of Liability: The advertiser agrees to indemnify and hold harmless the Publisher for all damages, costs, expenses of any nature including court costs and legal fees, for which the Publisher may become liable by reason of its publication of the advertiser's advertisement. The maximum liability of the publishers for any and all claims related to this contract will be the amount actually paid by the company pursuant to this contract.

Cancellation: The Publisher reserves the right to cancel this Agreement without cause at any time in its sole discretion for reasons including but not limited to breach of Agreement by the Advertiser. The Advertiser may cancel or change an insertion within this Agreement by providing notice in writing to the Publisher on or prior to the ad space closing deadline.

Advertising Material Deadline: All advertising material must be provided in electronic format as outlined in the media kit by the ad materials deadline. If the Publisher creates artwork for the advertiser, the advertiser allowed 3 revisions within the 10-day period. Proof of advertisement will be supplied upon request only. The request for proof must be made at or before submission of artwork.

AD Creation Fees: Double Page: \$400.00 - Full Page: \$300.00 - Half Page: \$250.00 - Quarter Page: \$150.00 - Banner AD: \$250.00

Please sign then fax and/or email to (813) 961-6384 / Insertion@DavidJacobsPG.com

Signed: _____ Title: _____ Date: _____

Print Name: _____

Phone: _____ Fax: _____ Email: _____

INSERTION ORDER - Travel South (FALL 2017)

ADVERTISER

Company: Greater Taylor Chamber of Commerce & Visitor Center
Brand: Taylor Texas, Start of the Texas BBQ Trail
Contact: Tia Stone
Title: President
Address: 1519 N. Main Street
City, State, Zip: Taylor, TX 76574
Phone Number: 512-352-6364
Fax Number: NA
Email: tstone@taylorchamber.org

AGENCY:

Company:
Brand:
Contact:
Title:
Address:
City, State, Zip:
Phone Number:
Fax Number:
Email:

ADVERTISING SPECIFICATIONS

Size: (1) Half Page, Full Color Advertisement
Position: Soul Food – Best Southern Fare – BBQ

AD Rate: \$2,500.00 Net

Terms: Tearsheet

Other: 300 Words of Editorial with Photos
Other: Web Content
Other:

Artwork Due Date: July 14, 2017

AD Creation Fee: NA - Client Submitting

Account Rep: Bob Ford

Acct Payable Contact: _____ Phone: _____ Email: _____
Ad Material Contact: _____ Phone: _____ Email: _____

Send all ad materials to: Artwork@DavidJacobsPG.com

Acceptance of Advertising: Acceptance of all advertising is subject to review and approval by the Publisher. The Publisher reserves the right to reject requests for advertisements.

Limitations of Liability: The advertiser agrees to indemnify and hold harmless the Publisher for all damages, costs, expenses of any nature including court costs and legal fees, for which the Publisher may become liable by reason of its publication of the advertiser's advertisement. The maximum liability of the publishers for any and all claims related to this contract will be the amount actually paid by the company pursuant to this contract.

Cancellation: The Publisher reserves the right to cancel this Agreement without cause at any time in its sole discretion for reasons including but not limited to breach of Agreement by the Advertiser. The Advertiser may cancel or change an insertion within this Agreement by providing notice in writing to the Publisher on or prior to the ad space closing deadline.

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Please sign then fax and/or email to [\(813\) 961-6384](tel:8139616384) / Insertion@DavidJacobsPG.com

Signed: Tia Rae Stone Title: President & CEO Date: _____

Print Name: Tia Rae Stone 6/19/17

Phone: 512-352-6364 Fax: _____ Email: president@taylorchamber.org



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 12
Agenda Title: Receive update on the Waste Water Treatment Emergency Repairs

Council Action to be taken: Receive update

Department Submitted: Public Works

Staff Contact: Jim Gray, Director

1. PURPOSE/DESCRIPTION

The purpose of this item to update Council on the Wastewater Treatment Plant Emergency repairs project. Council awarded this project to Austin Engineering on May 25, 2017.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Staff recommends Council receive the update report.

3. FUNDING SOURCE

Bond funding of \$2.25 million has been provided for the emergency repairs.

4. TIMELINE CONSIDERATIONS

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

12a. [Emergency Equipment and project costs](#)

City of Taylor - WWTP
Priority 1 Items
Opinion of Total Probable Project Cost

Item	Description	Priority 1A
2	Replace Climber Screen	\$ 520,000
3	Replace Climber Screen Conveyor and Container	\$ 150,000
4	Replace Influent Gates (2 EA with 1 motor operated)	\$ 100,000
8	Add Influent Meter on Forcemain from Lift Station	\$ 50,000
16	Replace UV Disinfection System with Flow Pace	\$ 600,000
17	Replace Slide and Isolation Gate at UV	\$ 100,000
18	Replace Effluent Flow Meter Parshall Flume	\$ 70,000
23	Install Meter for Reclaim System	\$ 50,000
31	Electrical Upgrades (Existing and Upgrades for New Equipment)	\$131,000
32	Contractor Mobilization/Demobilization and Bonding	\$110,000
	Construction Cost Subtotal	\$1,881,000
	Construction Contingencies (10% of Construction)	\$190,000
	Construction Cost Subtotal with Contingencies	\$2,071,000
A	Engineering Feasibility Report	\$ -
B	Environmental Assessment	\$ -
C	TPDES Permit Effluent Testing and Application	\$ -
D	Design Survey	\$ 5,000
E	Geotechnical Investigation	\$ -
F	Design/Bid/Construction/Operation Phase Engineering	\$ 145,000
G	Miscellaneous Expense	\$ 2,000
H	Program Management	\$ -
I	Construction Materials Testing	\$ 2,000
J	Inspection (Part-Time Project Representative)	\$ -
K	Operation and Maintenance Manual Upgrade	\$ -
L	Owner Financing Cost	\$ -
M	Owner Administrative Cost	\$ -
	Non-Construction Cost Subtotal	\$ 154,000
	Total Opinion of Probable Project Cost	\$ 2,225,000

COST ESTIMATE

EMERGENCY REPAIRS

Climber Screen	520,000
Conveyor and Container	150,000
Gates	100,000
Engineering, Misc. & Cont.	200,000
Total estimate	\$970,000



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 13
Agenda Title: Receive Streets and Grounds Maintenance Presentation.

Council Action to be taken: Receive report.

Department Submitted Public Works/Parks

Staff Contact: Jim Gray, Director/Mike DeVito, Director

1. PURPOSE/DESCRIPTION

Staff was tasked with developing a presentation on current grounds/streets and parks maintenance.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Staff recommends investigating contracting multiple areas, to determine if it is more cost effective to contract, or add additional staff.

3. FUNDING SOURCE

Funding for new positions or grounds contracts would need to come from the general fund. Transportation User Fee funds are available to perform major street rehabilitation.

4. TIMELINE CONSIDERATIONS

Staff is currently implementing some contract maintenance operations for street projects, and herbicide programs at the Taylor Regional Park. Staff is looking to increase service levels over the next fiscal year.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

13a. [Presentation](#)



STREETS, GROUNDS AND PARK MAINTENANCE REPORT

October 12, 2017

PROGRAM

- Vision
 - 3-5 year vision for long term maintenance needs
- Where we are now
 - Street Maintenance
 - Grounds & Park Maintenance
 - Parks and Recreation Maintenance

GOALS

- Achieve Council & community expectations
- Provide more resources for Street Maintenance
- Improve maintenance of grounds
- Enable mowed areas to receive a higher frequency of mowing
- Provide Park's crews more time to maintain athletic fields
- Reduce Park & Recreation Director's manual labor time

2017 PAVEMENT MANAGEMENT REPORT

- Pavement Condition Index (PCI)
 - 51% poor condition (Updated report comparison)
 - 10% fair condition
 - 31% good condition
 - 8% excellent condition

Cost Analysis

An updated cost analysis will be provided in the 2017 Strategic Facilities Report, published by Sledge Engineering.

The 2012 figures are:

\$21.9m over 20 yrs to maintain current PCI
\$82.6m over 20 yrs to improve PCI to 70
\$950,000/yr street maintenance for streets rated “fair” and above

STREET MAINTENANCE

- 215 miles of streets maintained in-house
- Staff supported maintenance:
 - Routine/Corrective
 - Patching, Potholes, Utility Repairs
 - Level-ups
 - Preventative
 - Crack Sealing

STREET MAINTENANCE FUNDS FOR 2017-2018

- Rehabilitation - Contracted
 - Overlays & Seal-Coats
 - \$200,000
- Reconstruction - Contracted
 - Major Rebuilds
 - \$700,000

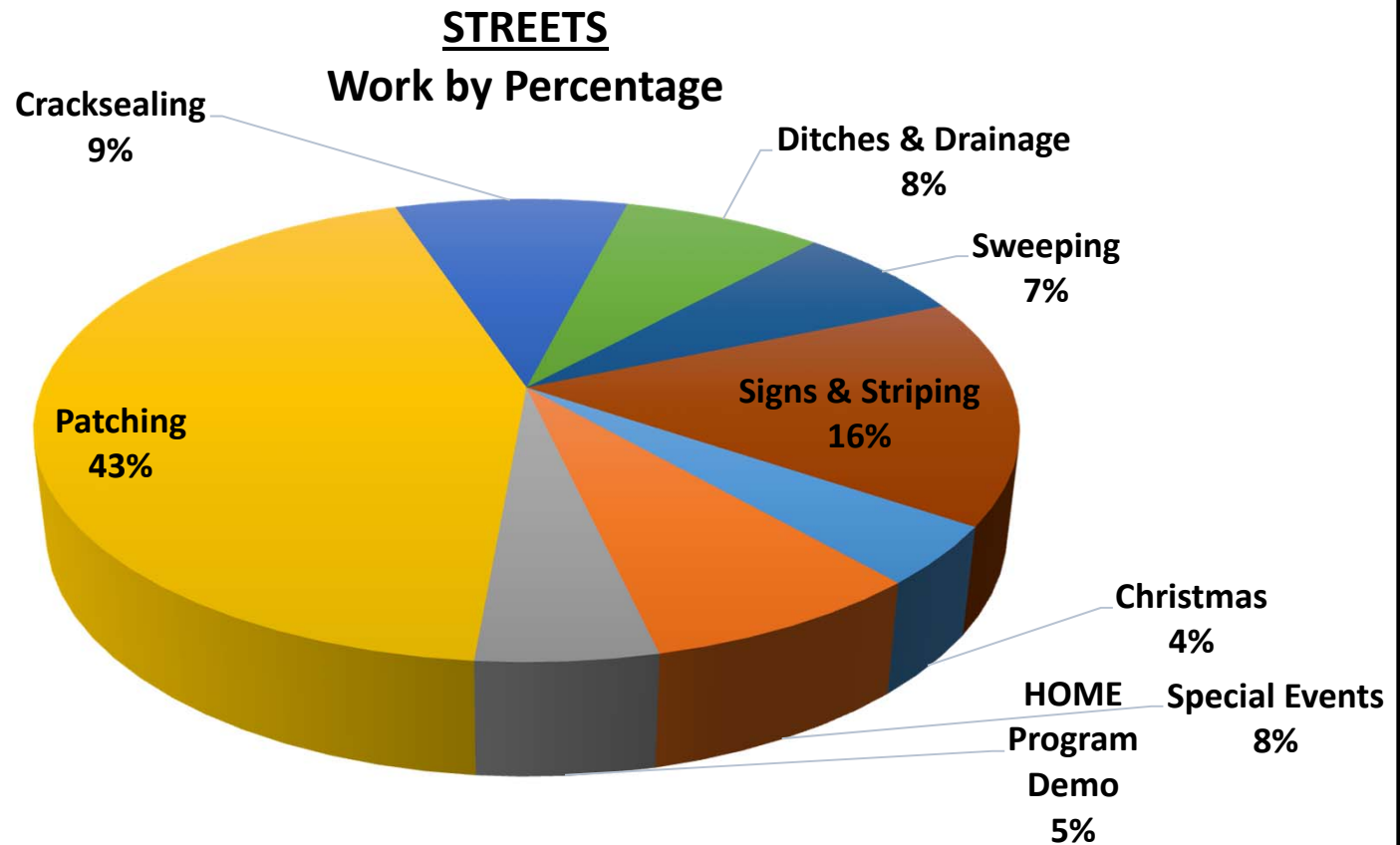
DRAINAGE MAINTENANCE

- Staff supported
 - Maintenance – minor repairs, cleaning
 - Mowing and Herbicide
- Contracted services
 - General reconstruction – small projects to enhance drainage
 - Major reconstruction – channels and culverts

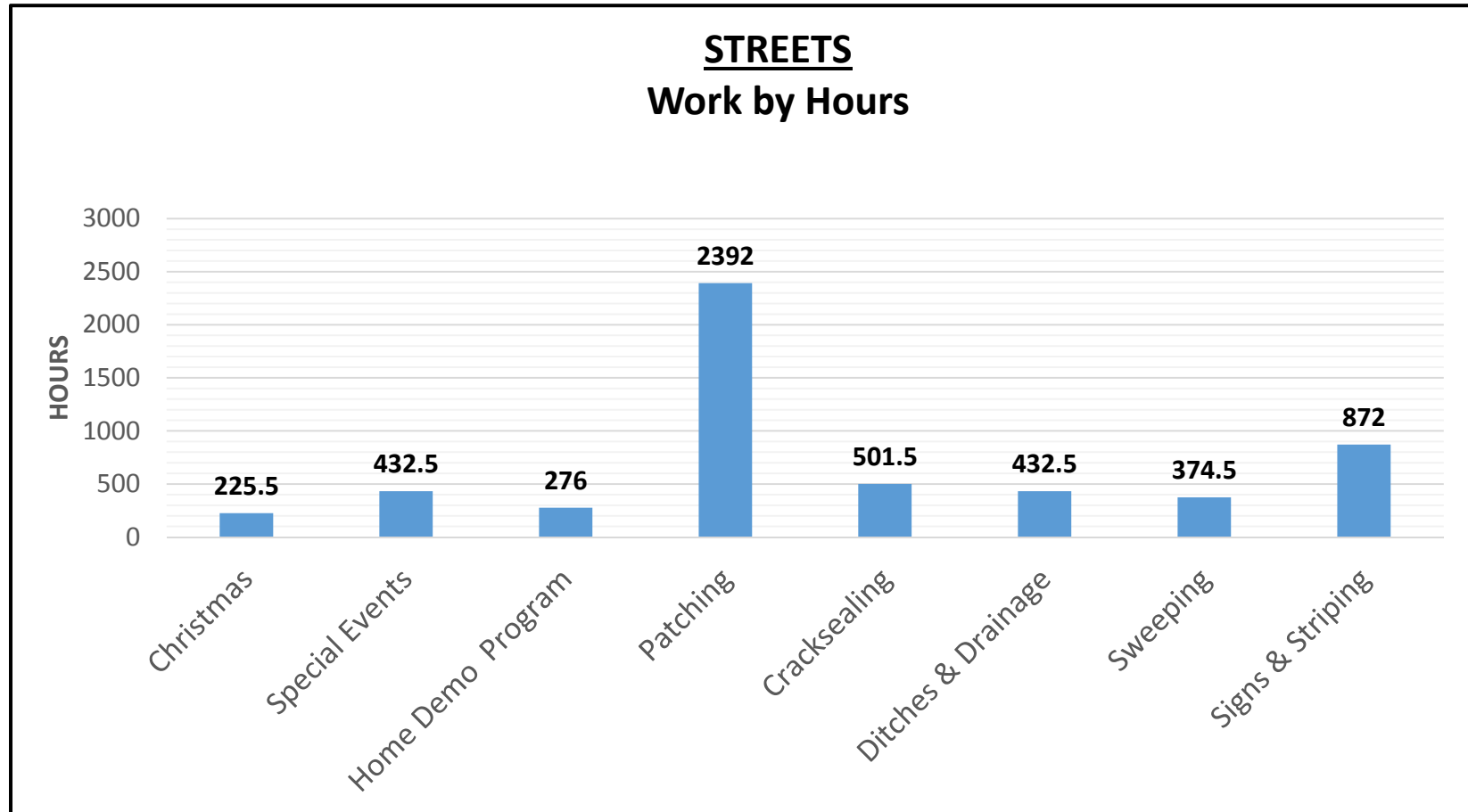
DRAINAGE MAINTENANCE



STREETS/DRAINAGE PIE CHART



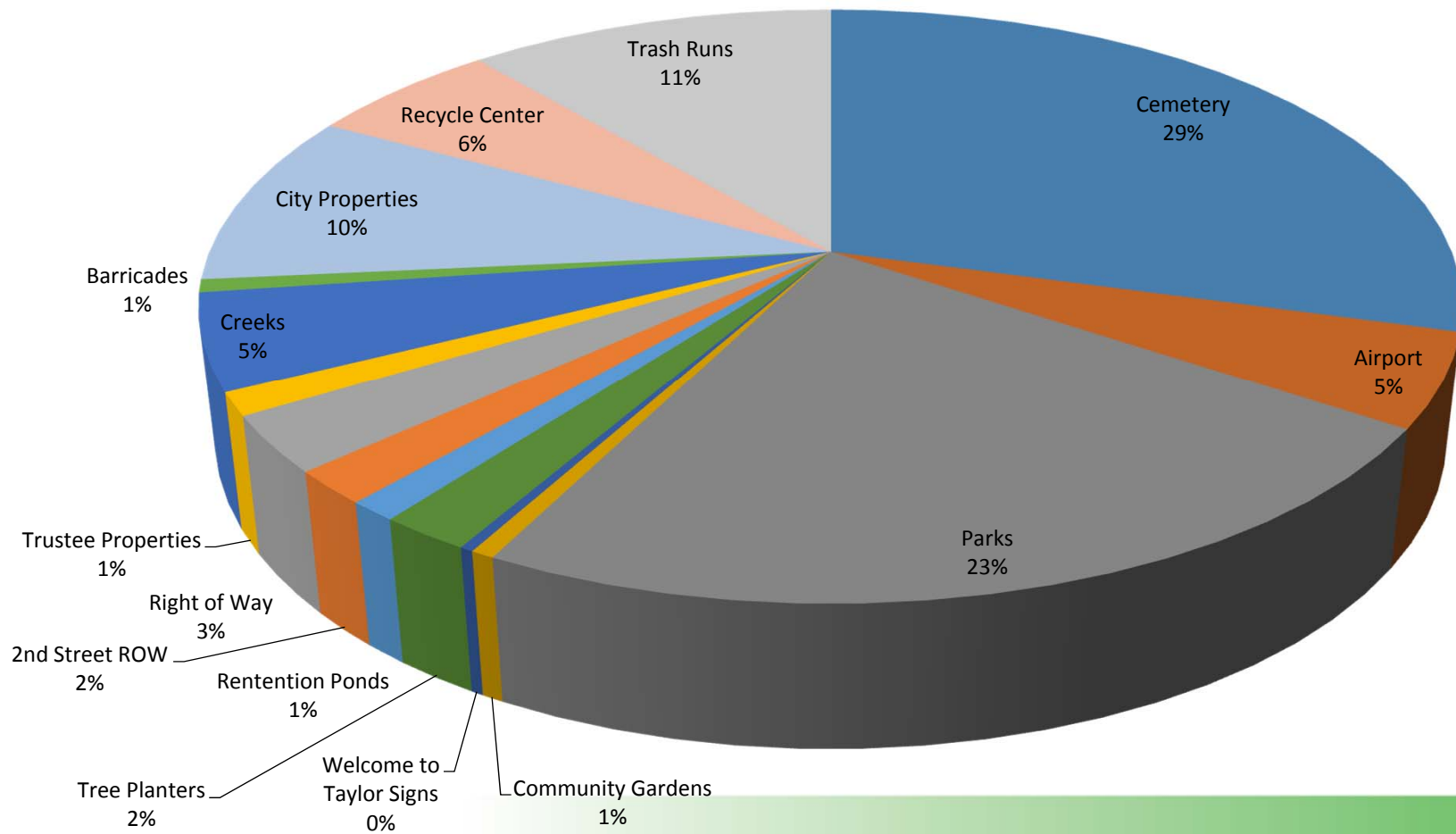
STREETS/DRAINAGE PIE CHART



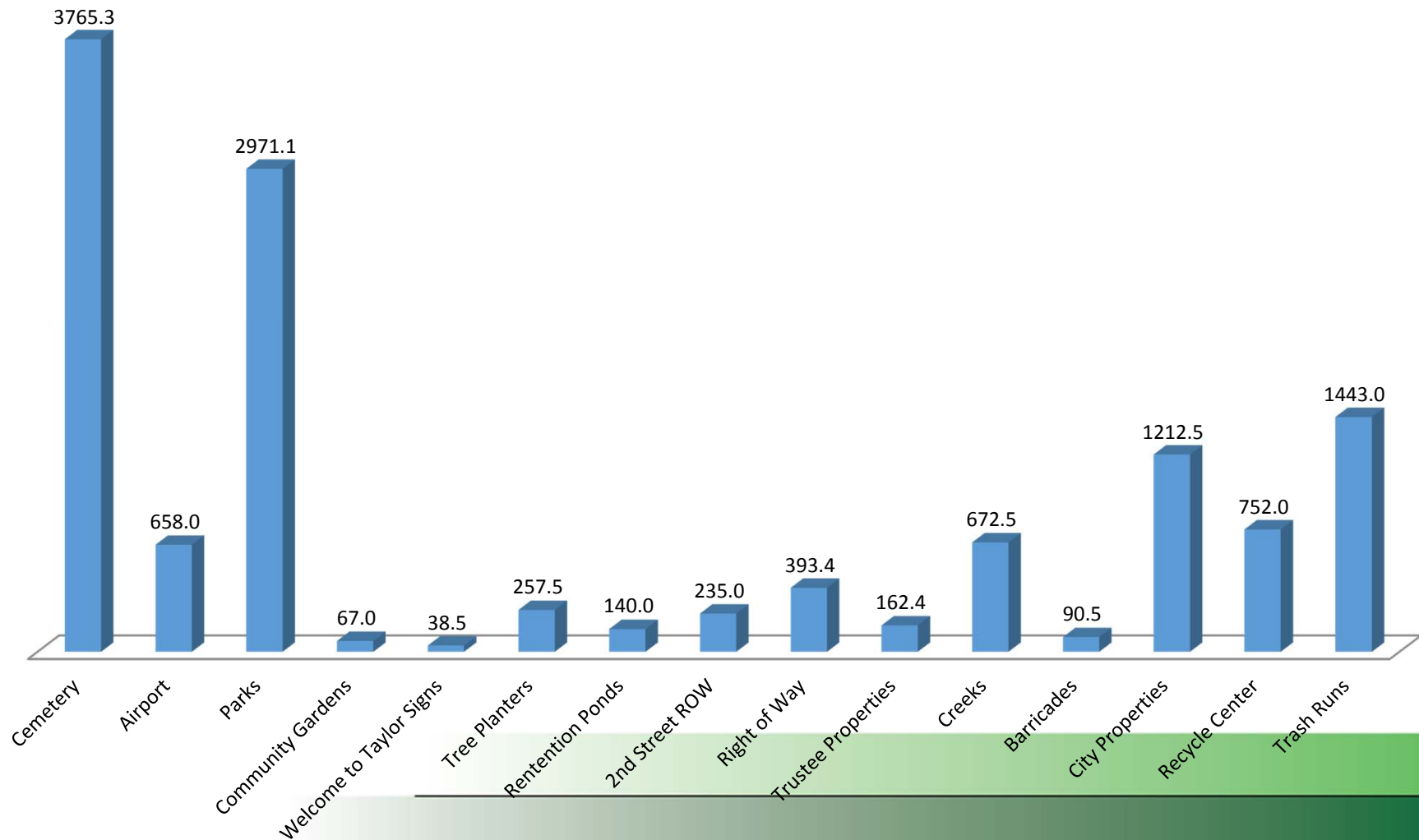
GROUNDS MAINTENANCE

- Parks
 - Approximately 200 acres
- Trails
 - 8 miles
- Airport
 - 140 acres
- Other Areas
 - Community Gardens/Welcome Signs/Trustee Lots
 - Dead-End Barricades/Creek R.O.W./General R.O.W.

GROUNDS PIE CHART



GROUNDS BAR GRAPH

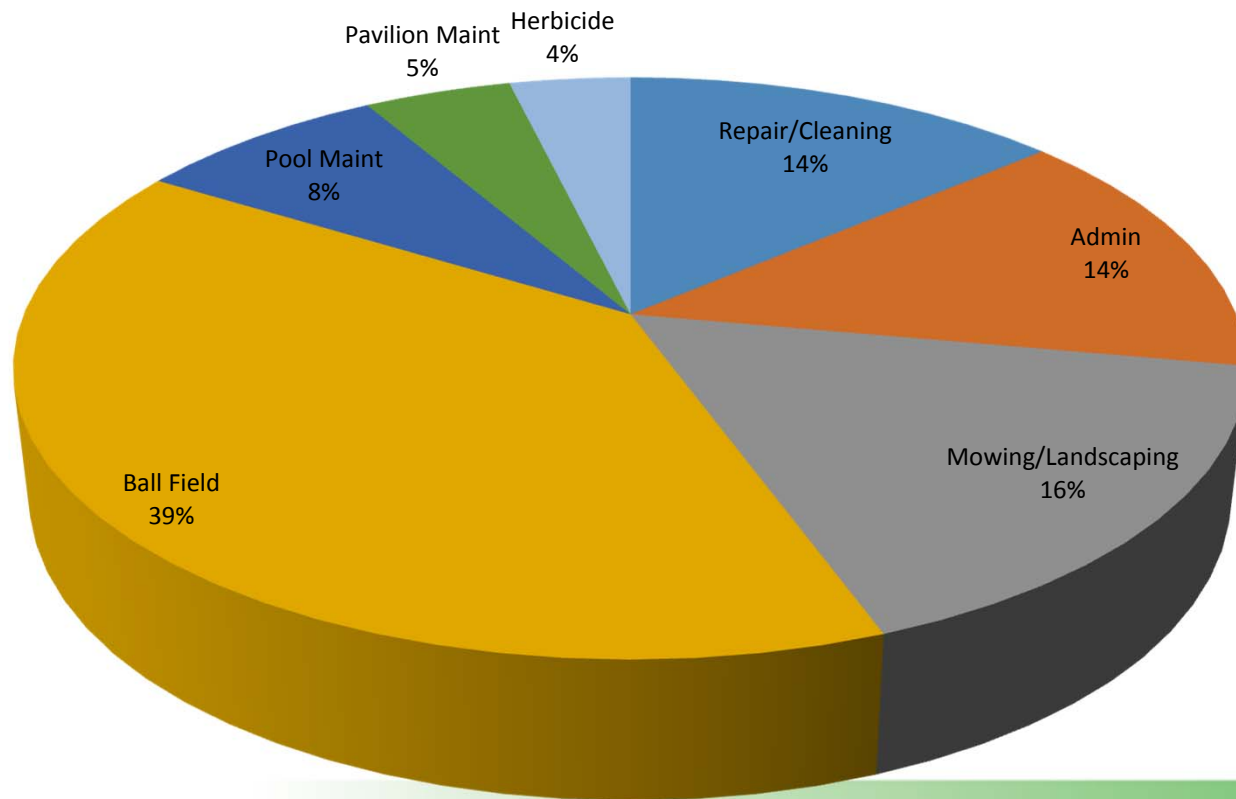


PARKS AND RECREATION MAINTENANCE

- Sports Complex
 - Grounds Mowing
 - Cleaning
 - Event Coordination
- Athletic Fields Maintenance (23)
- Swimming Pools (2)
- Pavilions
- Tennis/Basketball Courts (8/6)
- Special Events
- Programs
- New Facilities
 - Splash Pad (2)
 - Skate Park
 - Heritage Square
- Park Mowing

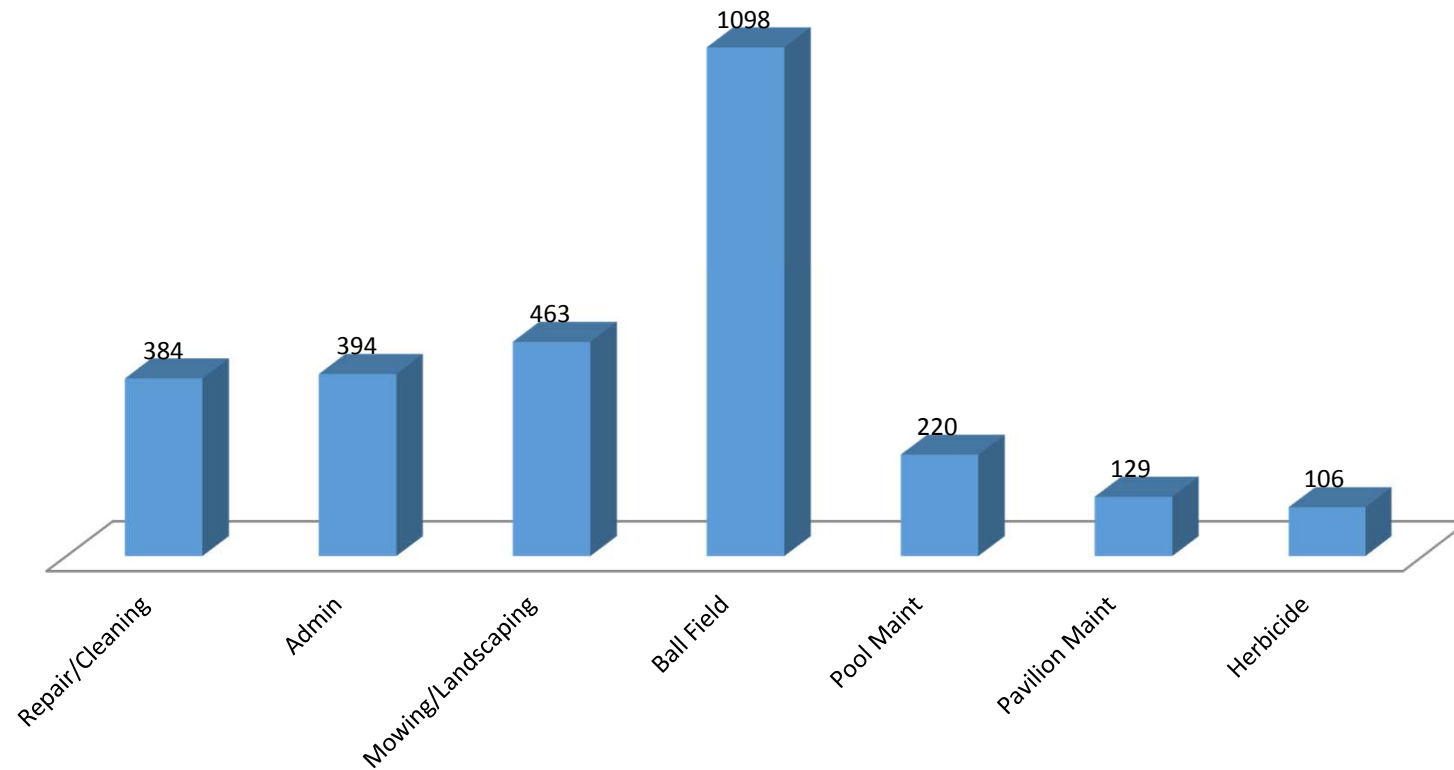
PARKS PIE CHART

Percentage of Hours By Task (May – Sept.)

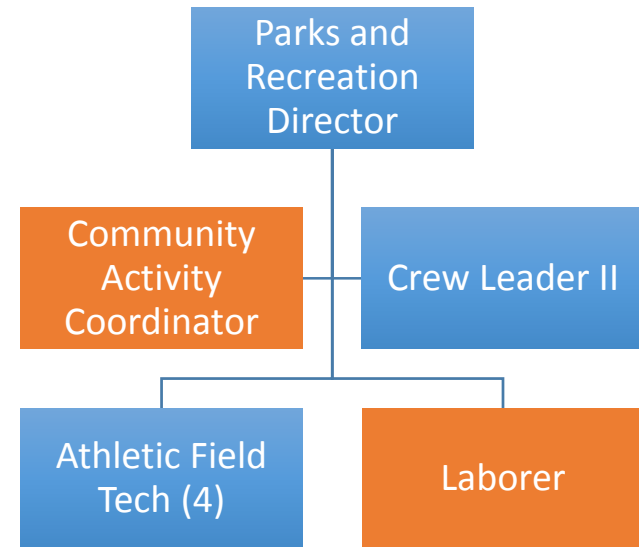
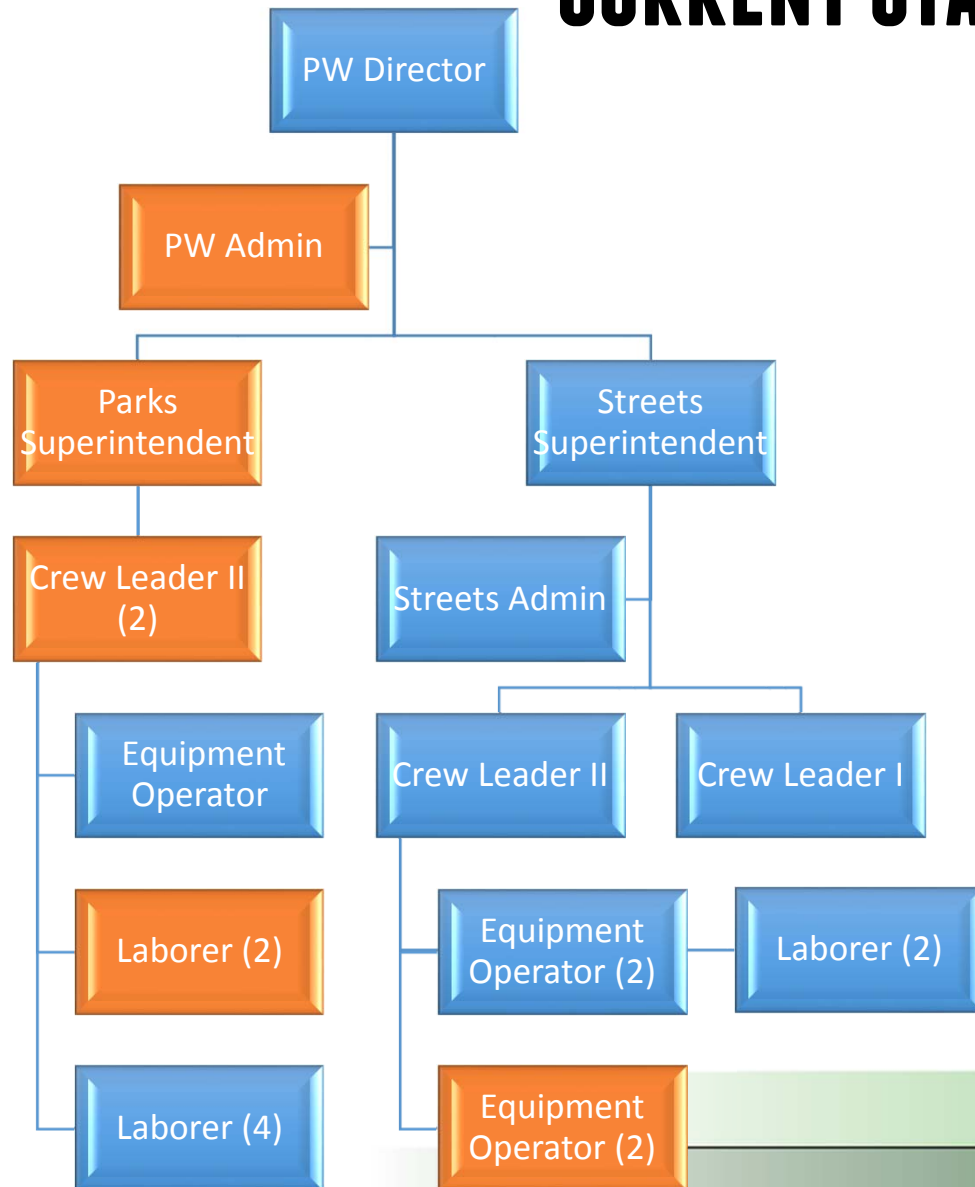


PARKS BAR GRAPH

Hours Worked By Task (May – Sept.)



CURRENT STAFFING



COST TO UN-FREEZE POSITIONS

		<u>Salary</u>	<u>Benefits</u>	<u>Cell Phone</u>	<u>Computer</u>	<u>Uniforms</u>	<u>Other Equip.</u>	<u>Total Cost</u>
St/Grds	Ground Superintendent (1)	\$ 62,106	\$ 20,133	\$ 600	\$ 1,500	\$ 900	\$ 30,000	\$ 115,239
St/Grds	Crew Leader II (1)	\$ 44,137	\$ 16,005	\$ 600	\$ 1,500	\$ 900	\$ 25,000	\$ 88,142
St/Grds	Equipment Operator III (2)	\$ 72,624	\$ 21,634	\$ -	\$ -	\$ 900	\$ -	\$ 95,158
St/Grds	Equipment Operator I (1)	\$ 28,451	\$ 13,019	\$ -	\$ -	\$ 900	\$ -	\$ 42,370
Parks	Community Activity Coord. (1) PT	\$ 24,702	\$ 12,263	\$ 600	\$ 1,500	\$ -	\$ -	\$ 39,065
Parks	Laborer (1)	\$ 28,451	\$ 13,019	\$ -	\$ -	\$ 900	\$ -	\$ 42,370
		\$ 260,471	\$ 96,073	\$ 1,800	\$ 4,500	\$ 4,500	\$ 55,000	\$ 422,344

*Starting positions at the minimum pay level based on the compensation study

* Total of seven (7) positions

*Benefits include TMRS, FICA, Health & Dental, Long-Term Disability, Unemployment Tax, Workercompensation

The addition of 8 full time staff would add an estimated 14,000 hours to the workforce, when subtracting potential time-off for vacation, sick and holidays.

EQUIPMENT

- Estimated equipment needed
 - Zero-turn mower (2)
 - Bat wing mower & tractor (1)
 - Misc small tools and equipment
 - Fuel
 - Estimated cost \$150,000

IWORQ

- Iworq was implemented in May.
- Work data is being tracked digitally, including work hours, costs, materials and equipment.
- Staff is still working to finalize how data is entered, tracked and reported.
- Data presented is limited to the last five months for Parks and Rec and eleven months for Public Works.

IDEAL VISION

- Using Iworq and staff work data, staff has come to the following conclusions:
 - Parks mowing frequency should double
 - City property mowing should double
 - Athletic field maintenance should increase

RECOMMENDATIONS

- **Do nothing & accept current Streets & Grounds Maintenance Standards**
- **Stop or reduce services in other areas to re-allocate current staff capacity:**
 - Stop Mowing Private Property (2nd St. R.O.W.)
 - 250 – 260 hours annually
 - Letters and door hangers have gone out for 2nd St. properties, with Main St. and Lake Dr. to follow.
 - Close Recycling Center
 - 820 hours annually
 - Recycling center will be replaced with at home curbside recycling program with acceptance of solid waste contract renewal
 - Numbers are based on current estimates using staff and Iworq data

RECOMMENDATIONS CONTINUED

- **Hire More City Staff**
 - Full Time
 - Seasonal
 - Temporary
 - Or a combination of both
- **Contract for Services**
 - Street Maintenance
 - Mowing & Landscaping Maintenance
- **Combination of additional City Staff and Contract Services**

POSSIBLE CONTRACT AREAS

Streets/Drainage	Grounds	Parks and Recreation
Overlays (TUF)	Mowing	Mowing
Seal Coating (TUF)	Landscaping	Pool Maintenance
Rebuilds (TUF)	Herbicide	Herbicide
Drainage (MDUS)		Landscaping

*Recycling will be included in the solid waste contract

QUESTIONS



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 14

Agenda Title: Discuss and consider report on an employee satisfaction survey.

Council Action to be taken: Discuss and consider receiving report.

Department Submitted: Human Resources

Staff Contact: Kim Peterson, Director

1. PURPOSE/DESCRIPTION

Council Member Robert Garcia has requested an Employee Survey for city employees. The purpose of this agenda item is to provide an update on plans to complete a survey of Employee Engagement.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

The City has engaged the services of Dr. Noel Landuyt with the University of Texas, Department of Government, to conduct a Survey of Employee Engagement. The Survey of Employee Engagement has been validated to provide reliable data and has been administered in hundreds of organizations. The survey asks questions about employee perceptions of these topics:

- Internal Communications
- Supervision
- Work Group
- Work Place and Community
- Pay and Benefits
- Employee Development
- Job Satisfaction
- Employee Engagement
- Information Technology

Dr. Landuyt will use an existing survey instrument in order to provide comparative data and keep costs low.

Currently City employees provide input on issues through focus groups, participation on employee committees, topic specific surveys and other informal means. An employee survey offers another means of gathering employee input. Typically, organizations that use employee surveys will conduct the surveys approximately every 2 – 5 years. The survey will be conducted in November 2017. Results will serve as a basis for review for organizational improvements and will be reported to employees and Council.

3. FUNDING SOURCE

Cost is estimated at \$2,000. Funding will be identified in the FY2017-18 budget. Funding options that are available: 1) use of salary savings (due to turnover), 2) amending the FY2017-18 budget, 3) use of unassigned reserves.

4. TIMELINE CONSIDERATIONS

The survey will be administered to employees in November 2017. Findings will be presented to Council in Spring 2018 after data analysis and recommendations completed by employee team(s).

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

14a. [Presentation](#)

14b. [Sample Survey](#) Instrument



SURVEY OF EMPLOYEE ENGAGEMENT

OCTOBER 12, 2017



OVERVIEW

- Survey to be conducted by Dr. Noel Landuyt, Univ. of Texas, Austin, Institute For Organizational Excellence
- Uses an existing survey to provide comparative data, lower cost
- Survey used by hundreds of organizations, including regionally to local and state governments

PURPOSE OF SURVEY

- To provide meaningful information to better understand the workforce, including employee engagement

SURVEY – 48 QUESTIONS

- Internal Communications
- Supervision
- Work Group
- Work Place and Community
- Pay and Benefits
- Employee Development
- Job Satisfaction
- Employee Engagement
- Information Technology

TIMELINE & COST

- Nov. 2017 - Administer survey
- Dec. 2017 — Receive report
- Mar. 2018 — Review report & make recommendations(committee(s))
- Apr. 2018 — Report findings and recommendations to Council
- Cost: \$2,000



SURVEY OF EMPLOYEE ENGAGEMENT LOCAL GOVERNMENT VERSION

Up to **66%** of employees are disengaged.*

How engaged are **YOURS**?

Our goal is to provide you meaningful information to better understand your workforce. As you know, engaged employees go above and beyond to achieve your mission. Engagement is an essential element, and relevant benchmarking is critical.

The survey is specifically designed for your organization and gathers critical information from your entire workforce to provide valuable insights such as:

- *Areas of concern* and *excellence*,
- Elements to *retain* the best talent,
- Valuable *benchmarks*,
- *Strategic planning* and *self-study* information; and,
- Levels of *employee engagement*.

Our experience of surveying hundreds of organizations and hundreds of thousands of employees over the past 30 years provides you with reliable, valid, and meaningful data- all coupled with successful intervention strategies.

We know the essential role your organization plays in building strong communities and providing critical and essential services. We want to partner with you to provide the data necessary to continue to engage your employees. We can help.

www.survey.utexas.edu

orgexcel@utexas.edu

(512) 471-9831

Sincerely,

Noel Landuyt, Ph.D.

Institute for Organizational Excellence

*Human Resource Executive 2015

Deliverables



SURVEY OF EMPLOYEE ENGAGEMENT LOCAL GOVERNMENT VERSION



High Value

We understand your environment and keep the cost at a fraction of others. We offer a high level of service and methodology to fit your needs.



Turnkey

With turnkey administration and rapid turnaround, the survey process is easy. We work with you on the setup as well as administration and reporting results.



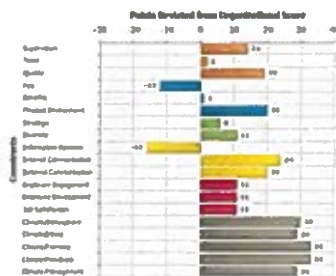
Customization

The survey is customizable. You can add additional content, customize the look, and create reports unique to your organization.



Reporting

Reports provide analysis on the overall organization and for each breakout area. Types of reports include: executive summaries, data reports, aggregate scores in Excel, and dashboard views.



25. My work environment supports a balance between work and personal life

Current Scores		2010 Score		Current Benchmark	
Current Score	4.08	2010 Score	4.11	All Respondents	4.05
Standard Deviation	0.82	2010 Score	0.84	State Category 4	0.78
Number of Respondents	372	2010 Score	412	Mayor's	3.71

Response	Frequency	Percentage	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Appl. N/A
Frequency	110	29.57%	67	18.01%	35	9.41%	31	8.33%
Percentage	29.57%	18.01%	9.41%	8.33%	1.05%	0.00%	0.00%	



Benchmarking

Compare your employees' scores to multiple benchmark categories: mission, over time, size, breakouts, region, and workforce.



MISSION:
Local
Government



OVER TIME



SIZE



BREAKOUTS



REGION



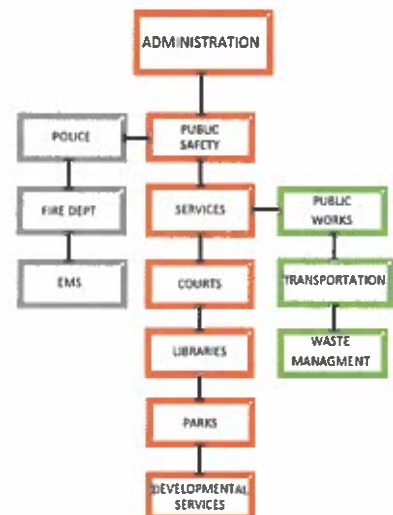
WORKFORCE



Breakouts

Breakouts are designed to solicit information about employees' roles within the organization. The data are a more detailed analysis isolating certain areas, functions, or other distinctions within the organization.

EXAMPLE



More Information

www.survey.utexas.edu/government

orgexcel@utexas.edu

512-471-9831

Reporting



SURVEY OF EMPLOYEE ENGAGEMENT LOCAL GOVERNMENT VERSION

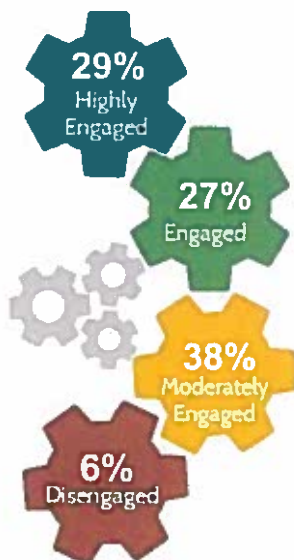
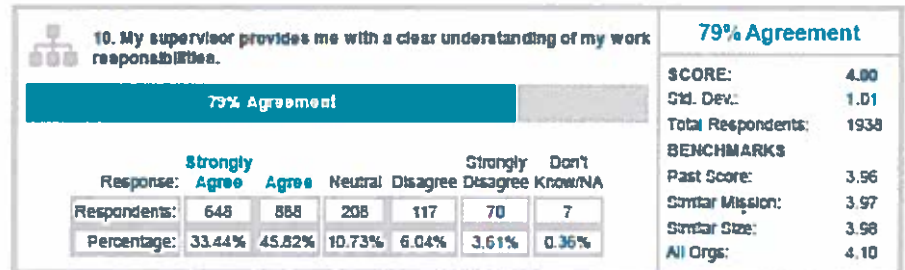


Assessed Areas

...are the various aspects of the organization, which the employees are invited to provide their insights.

Item Analysis

...provides detailed information for each response along with comparative and benchmark data.



<<< Levels of Engagement

...provides insight into the employee's commitment and the organization's ability to interact with the workforce.

Profile Insights >>>

...are workforce demographics and issues such as intent to leave or retire that are critical to planning.

<<< Overall Score

...is a broad indicator for comparison purposes with other entities. It is the first indication of organizational health.



YEARS OF SERVICE With this Organization



25% New Hires (0-2 years)
28% Experienced (3-10 years)
42% Very Experienced (11+ years)
5% Did Not Answer

Each figure represents about 21.6 employees

FOCUS FORWARD >>>

8% INTEND TO LEAVE

17% CAN RETIRE



SURVEY OF EMPLOYEE ENGAGEMENT

LOCAL GOVERNMENT VERSION

All responses are **ANONYMOUS**.
Take **ONLINE** at www.orgexcel.net/

MARKING INSTRUCTIONS

Demographic items are used for research purposes. To ensure anonymity, your organization does not receive any information which could identify an individual or group containing less than 5 people. **CORRECT MARK** ●

My highest educational level	My annual salary	My race/ethnic identification	Years of service	My home zip
☐ Did not finish high school	☐ Less than \$15,000	☐ African-American or Black	☐ Less than 1	
☐ High school (or GED)	☐ \$15,001-\$35,000	☐ Hispanic or Latino/a	☐ 1-2	
☐ Some college	☐ \$35,001-\$45,000	☐ Anglo-American or White	☐ 3-5	
☐ Associate's degree	☐ \$45,001-\$50,000	☐ Asian	☐ 6-10	
☐ Bachelor's degree	☐ \$50,001-\$60,000	☐ American-Indian/Pac Islan.	☐ 11-15	
☐ Master's degree	☐ \$60,001-\$75,000	☐ Multiracial or Other	☐ 16+	
☐ Doctoral degree	☐ More than \$75,000			
My age (in years) I am	I am currently in a supervisory role.			
☐ 16-29	☐ Female	☐ Yes	☐ No	
☐ 30-39	☐ Male	I received a promotion during the past two years.	☐ Yes	☐ No
☐ 40-49	I am	I received a merit increase during the past two years.	☐ Yes	☐ No
☐ 50-59	☐ Faculty	I plan to be working for this organization in one year.	☐ Yes	☐ No
☐ 60+	☐ Staff	I am eligible for retirement within the next two years.	☐ Yes	☐ No

Special Code Area

Marking instructions: Please indicate how strongly you agree or disagree with the following statements. If you do not have any information about a particular statement or the statement is not applicable, indicate that by selecting N/A. For items referring to your work group, please answer from the perspective of your immediate workplace (those individuals or areas that you interact with most often).

DON'T KNOW/NOT APPLICABLE
STRONGLY DISAGREE
DISAGREE
NEUTRAL
AGREE
STRONGLY AGREE

1. My work group cooperates to get the job done.	SA A N D SD N
2. In my work group, my opinions and ideas count.	SA A N D SD N
3. My work group regularly uses performance data to improve the quality of our work.	SA A N D SD N
4. In my work group, there is a real feeling of teamwork.	SA A N D SD N
5. Our organization is known for the quality of work we provide.	SA A N D SD N
6. I know how my work impacts others in the workplace.	SA A N D SD N
7. My organization develops services to match the needs of those we serve.	SA A N D SD N
8. Our organization communicates effectively with the public.	SA A N D SD N
9. I have good understanding of our mission, vision, and strategic plan.	SA A N D SD N
10. My supervisor provides me with a clear understanding of my work responsibilities.	SA A N D SD N
11. My supervisor recognizes outstanding work.	SA A N D SD N
12. I am given the opportunity to do my best work.	SA A N D SD N
13. My supervisor is consistent when administering policies concerning employees.	SA A N D SD N
14. My supervisor evaluates my performance fairly.	SA A N D SD N
15. Given the type of work I do, my physical workplace meets my needs.	SA A N D SD N
16. My workplace is well maintained.	SA A N D SD N
17. There are sufficient procedures to ensure the safety of employees in the workplace.	SA A N D SD N
18. I have adequate resources and equipment to do my job.	SA A N D SD N
19. The people I work with treat each other with respect.	SA A N D SD N
20. My organization works to attract, develop, and retain people with diverse backgrounds.	SA A N D SD N
21. The people I work with care about my personal well-being.	SA A N D SD N

DON'T KNOW/NOT APPLICABLE
 STRONGLY DISAGREE
 DISAGREE
 NEUTRAL
 AGREE
 STRONGLY AGREE

- | | | | | | | |
|---|----|---|---|---|----|---|
| 22. I trust the people in my workplace. | SA | A | N | D | SD | N |
| 23. My workgroup uses the latest technologies to communicate and interact. | SA | A | N | D | SD | N |
| 24. Our computer systems provide reliable information. | SA | A | N | D | SD | N |
| 25. Support is available for the technologies we use. | SA | A | N | D | SD | N |
| 26. Our computer systems enable me to quickly find the information I need. | SA | A | N | D | SD | N |
| 27. The communication channels I must go through at work are reasonable. | SA | A | N | D | SD | N |
| 28. My work atmosphere encourages open and honest communication. | SA | A | N | D | SD | N |
| 29. The communications I receive at work are timely and informative. | SA | A | N | D | SD | N |
| 30. My pay keeps pace with the cost of living. | SA | A | N | D | SD | N |
| 31. Salaries are competitive with similar jobs in the community. | SA | A | N | D | SD | N |
| 32. I feel I am paid fairly for the work I do. | SA | A | N | D | SD | N |
| 33. Retirement benefits are competitive with similar jobs in the community. | SA | A | N | D | SD | N |
| 34. Health insurance benefits are competitive with similar jobs in the community. | SA | A | N | D | SD | N |
| 35. Benefits can be selected to meet individual needs. | SA | A | N | D | SD | N |
| 36. I believe I have a career with this organization. | SA | A | N | D | SD | N |
| 37. Training is made available to me so that I can do my job better. | SA | A | N | D | SD | N |
| 38. Training is made available to me for personal growth and development. | SA | A | N | D | SD | N |
| 39. My work environment supports a balance between work and personal life. | SA | A | N | D | SD | N |
| 40. I feel free to be myself at work. | SA | A | N | D | SD | N |
| 41. The amount of work I am asked to do is reasonable. | SA | A | N | D | SD | N |
| 42. I am proud to tell people I work for this organization. | SA | A | N | D | SD | N |
| 43. Harassment is not tolerated at my workplace. | SA | A | N | D | SD | N |
| 44. Employees are generally ethical in my workplace. | SA | A | N | D | SD | N |
| 45. I believe we will use the information from this survey to improve our workplace. | SA | A | N | D | SD | N |
| 46. I am satisfied with the opportunities I have to give feedback on my supervisor's performance. | SA | A | N | D | SD | N |
| 47. Upper management (i.e senior leadership) effectively communicates important information. | SA | A | N | D | SD | N |
| 48. I am treated fairly in my workplace. | SA | A | N | D | SD | N |

< Organization Additional Items Are at End of Survey >

Thank you for participating.

[illegible]



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 15

Agenda Title: Discuss and consider future meeting dates.

Council Action to be taken: Discuss and consider taking action.

Department Submitted City Administration

Staff Contact: Susan Brock, City Clerk

1. PURPOSE/DESCRIPTION

This item is to address three different issues:

- 1) The City Council generally meets twice a month; the City Charter only requires you meet at least once. Due to the holiday schedule this year regular council meeting dates on the second Thursday of the month fall on Thanksgiving Day, November 23 and December 28. Traditionally, council has only held one meeting in November and one in December due to the holidays.
- 2) A number of special meetings are being planned to include a discussion of the Combined Strategic Facilities Master Plan; Public Improvement Districts, and to meet with the Charter Review Committee.
- 3) Council Member Garcia made a request to consider changing the regular council meeting dates from the current second and fourth Thursday of each month. Changing the date could potentially impact numerous boards and commissions regular meeting dates. (See attached calendar)

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

- 1) To cancel the second regular meeting of the city council in November and December if there are no time sensitive items scheduled on these agendas.
- 2) Dates under consideration for the two meetings required for the Combined Strategic Facilities Master Plan: **November 30 AND December 7**

Dates for the other special meetings have not yet been determined.

- 3) Staff will follow Council decision.

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

5. OTHER OPTIONS (In order of preference)
--

To select other dates that may work for Council and staff.

6. ATTACHMENTS

15a. [Board and committee meetings calendar](#)

City Boards and Commissions Meetings

2017

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
1	2 6:00 pm Tree Bd (varies) 6:00 pm ZBA	3	4	5	6/7
8 7:00 pm TISD Board	9 6:00 pm P & Z Comm.	10	11 6:00 pm City Council	12	13/14
15	16 5:30 pm Moody Museum 6:00 pm Library Bd	17 4:30 pm Main Street Bd 5:00 pm TEDC Bd 6:00 pm Parks & Rec Bd	18	19	20/21
22	23 5:30 pm Airport Bd	24	25 6:00 pm City Council	26	27/28
29	30	31	1 June	2	3/4
5	6	7	8	9	10/11



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 16

Agenda Title: Receive information regarding closed/executive session guidelines.

Council Action to be taken: Discuss guidelines set by Attorney General.

Initiating Department: Mayor Pro Tem Christine Lopez

Staff Contact: Ted Hejl, City Attorney

1. PURPOSE/DESCRIPTION

At the request of Mayor Pro Tem Lopez Mr. Hejl will present information as outlined in the Open Meetings Act regarding when a local government body may enter into closed session.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

16a. [Excerpt from Texas Open Meetings Act](#)

TEXAS OPEN MEETINGS ACT LAWS MADE EASY



2016 Editor

Zindia Thomas
Assistant General Counsel
Texas Municipal League
www.tml.org

Updated August 2016

public disclosure in the Public Information Act do not apply to the minutes or recording of an open meeting. The local entity must permanently retain copies of the minutes or recordings of its meetings. However, the governing body is not required by state law to publicly post the minutes of an open meeting. But, the public postings of audio and video recording of regularly scheduled meetings depends on the type of governing body.¹⁴⁷

54. What right does the public have to record an open meeting?

The Act gives any member of the public a legal right to make a video or audio recording of an open meeting.¹⁴⁸ However, the Act also gives a governmental body a right to adopt reasonable rules that are necessary to maintain order. Thus, a governing body may regulate the location of recording equipment and the manner in which the recording is conducted. However, the body may not adopt any rule that would unreasonably impair a person's right to record an open meeting.

V. Closed Meetings/Executive Sessions¹⁴⁹

55. What are the general subjects for which a governing body may hold a closed meeting?

Under the Act, a governing body may generally hold a closed meeting for one or more of the following nine reasons:

1. consideration of specific personnel matters;¹⁵⁰
2. certain consultations with its attorney;¹⁵¹
3. discussions about the value or transfer of real property;¹⁵²
4. discussions about security personnel, security devices, or a security audit;¹⁵³
5. discussions about a prospective gift or donation to a governmental body;¹⁵⁴

¹⁴⁷ See Tex. Gov't Code Ann. § 551.128(b-1)-(b-6).

¹⁴⁸ Tex. Gov't Code Ann. § 551.023.

¹⁴⁹ Government Code § 551.001(1) defines *closed meeting* as "a meeting to which the public does not have access." The Act does not define *executive session*. Black's Law Dictionary defines *executive session* as "a meeting, usually held in secret that only the members and invited nonmembers may attend." These terms are widely used interchangeably. This publication will primarily use *closed meeting* because it is defined by the Act.

¹⁵⁰ Tex. Gov't Code Ann. § 551.074.

¹⁵¹ *Id.* § 551.071.

¹⁵² *Id.* § 551.072.

¹⁵³ *Id.* § 551.076.

¹⁵⁴ *Id.* § 551.073.

6. discussions by a governing body of potential items on tests that the governing body conducts for purposes of licensing individuals to engage in an activity;¹⁵⁵
7. discussions of certain economic development matters;¹⁵⁶
8. discussions of certain competitive matters relating to a city-owned electric or gas utility for which the city council is the governing body;¹⁵⁷ and
9. certain information relating to the subject of emergencies and disasters.¹⁵⁸

Closed Meetings to Discuss Personnel Issues

56. When may a governing body meet in a closed meeting to discuss personnel issues?

The Act allows a governing body to hold a closed meeting to discuss the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.¹⁵⁹ Also, a governing body may hear a complaint or charge against such officer or employee in a closed meeting. However, the governing body is not allowed to meet in a closed meeting about an employee or official if the subject of the deliberation requests that the item be heard in a public hearing. Also, any final action by the governing body on a personnel matter must be taken in an open meeting.¹⁶⁰

It is important to note that a governing body may meet in a closed meeting under the personnel exception only if the person being discussed is an officer or employee of the local entity. Neither the appointment of advisory committee members¹⁶¹ nor the hiring of independent contractors¹⁶² are proper subjects for closed meetings under the personnel exception. In addition, the personnel exception allows only the discussion of a particular person or persons in a closed meeting. A governmental body may not discuss general policies regarding an entire class of employees in a closed meeting held under the personnel exception.¹⁶³ Such general policies must be addressed during the open portion of a meeting.

¹⁵⁵ *Id.* § 551.088.

¹⁵⁶ *Id.* § 551.087.

¹⁵⁷ *Id.* § 551.086.

¹⁵⁸ *Id.* § 418.183(f).

¹⁵⁹ *Id.* § 551.074.

¹⁶⁰ *Id.* § 551.102.

¹⁶¹ Tex. Att'y Gen. Op. No. DM-149 (1992).

¹⁶² *Swate v. Medina Cmty. Hosp.*, 966 S.W.2d 693, 699 (Tex. App. — San Antonio 1998, pet. denied); Tex. Att'y Gen. Op. No. MW-129 (1980).

¹⁶³ *Gardner v. Herring*, 21 S.W.3d 767, 777 (Tex. App. — Amarillo 2000, no pet.); Op. Tex. Att'y Gen. No. H-496 (1975).

57. Does a governing body have to post the name of an individual who is to be discussed in a closed meeting?

A governing body is not required to post the name of the specific individual to be discussed in a closed meeting.¹⁶⁴ However, the more important the position being discussed, the more specific the posting will need to be in describing that position.¹⁶⁵ Thus, the phrase “possible dismissal of a police officer” would normally be a sufficient posting for a city to consider firing a police officer of low rank, unless unusual circumstances made the item particularly newsworthy. On the other hand, if a city is considering the dismissal of the police chief, for example, the city should indicate “possible personnel action regarding police chief” so that the public is clearly informed as to which high-level position is under discussion.¹⁶⁶

58. Does a governing body have to give individual notice to the employee that he/she will be discussed in a closed meeting?

The Act does not require that an employee or officer be given individual notice of a closed meeting in which that person will be discussed.¹⁶⁷ However, it is possible that other sources, such as constitutional due process, state statutes, a contractual agreement, a city charter or a city ordinance may require that certain staff employees or officers be given individual notice and a hearing before any disciplinary action is taken.¹⁶⁸ Local entities should consult their legal counsel regarding the applicable laws in such a situation.

59. Does an employee have a right to attend the closed meeting if he/she is being discussed?

When a governing body discusses an employee or officer in a closed meeting under the personnel exception, the person being discussed does not have an inherent right to attend the closed meeting. The governing body decides who the necessary parties are for attendance at the closed meeting. The governing body chooses whether to allow the attendance of the employee at the closed meeting.¹⁶⁹

¹⁶⁴ See *City of San Antonio*, 820 S.W.2d 762 (the Act does not raise due process implications; individual notice is not required).

¹⁶⁵ See, e.g., *Point Isabel*, 797 S.W.2d 176.

¹⁶⁶ See *Mayes*, 922 S.W.2d 200.

¹⁶⁷ *City of San Antonio*, 820 S.W.2d 762 (Act does not raise due process implications; individual notice is not required); *Rettberg v. Tex. Dep't of Health*, 873 S.W.2d 408 (Tex. App. — Austin 1994, no writ) (state agency executive secretary not entitled to individual notice); *Stockdale v. Meno*, 867 S.W.2d 123 (Tex. App. — Austin 1993, writ denied) (teacher not entitled to individual notice).

¹⁶⁸ E.g., Tex. Loc. Gov't Code Ann. § 22.077 (hearing for removal of certain municipal officers in Type A city).

¹⁶⁹ Tex. Att'y Gen. Op. No. JM-6 (1983).

60. Does an employee have a right to compel the governing body to hear a personnel matter regarding that employee in an open meeting instead of in a closed meeting?

The employee that is to be discussed under the personnel exception has a right to compel that the item be discussed in a public hearing instead of during a closed meeting.¹⁷⁰ However, the Act does not give an employee or officer the right to compel that a personnel matter regarding that individual be discussed only within a closed meeting.¹⁷¹

61. Is a governing body permitted to conduct personnel interviews for new hires or potential officers in a closed meeting?

There does not appear to be any court cases or attorney general opinions that directly address the authority of a governing body to interview prospective personnel or officer appointees in a closed meeting. Given the language of the exception, it is an open question whether a governing body could interview job applicants or potential officers in a closed meeting, and local counsel should be consulted before doing so.

62. May a governing body admit members of the public selectively to a closed meeting to give feedback on an employee or official being evaluated in the meeting?

No, the closed meeting is for the benefit of the governing body to meet away from public scrutiny under limited exceptions. This purpose would be defeated by selectively admitting the public.¹⁷²

Closed Meetings for Consultations with an Attorney

63. When may a governing body have a closed meeting using the exception for consultations with an attorney?

The Act allows a governmental body to meet with its attorney to receive legal advice about:

1. pending or contemplated litigation;
2. settlement offers; or
3. a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.¹⁷³

¹⁷⁰ Tex. Gov't Code Ann. § 551.074(b).

¹⁷¹ Tex. Att'y Gen. Op. No. JM-1191 (1990).

¹⁷² Tex. Att'y Gen. Op. GA-0511 (2007).

¹⁷³ Tex. Gov't Code Ann. § 551.071.

Also, the attorney general has concluded that a governmental body may meet with its attorney to receive legal advice on any matter.¹⁷⁴ However, the attorney general has warned that discussions in a closed meeting under the attorney consultation exception must relate solely to legal matters. The governing body may not discuss general policy matters that are unrelated to receiving legal advice from the attorney while in closed meeting under this exception.¹⁷⁵

64. *May a governing body meet in a closed meeting for consultations with an attorney if the attorney is not physically present?*

A governmental body may use a telephone conference call, video conference call or Internet communications to consult with certain attorneys in a closed meeting. If the attorney is an employee of the local entity, such consultations via the Internet, telephone or video conference are not permitted. An attorney who receives compensation for legal services from which employment taxes are deducted by the entity is considered to be an employee of the entity.¹⁷⁶

65. *May a governing body meet in a closed meeting with its attorney to discuss a proposed contract?*

A governing body may consult with its attorney in a closed meeting to receive advice on legal issues raised by a proposed contract. However, the body may not discuss the merits of a proposed contract, financial considerations or other non-legal matters related to the contract simply because its attorney is present.¹⁷⁷ General discussion of policy unrelated to legal matters is not permitted in a closed meeting under the Act merely because an attorney is present.

Other Types of Closed Meetings

66. *May a governing body discuss the acquisition of real estate in a closed meeting?*

The Act allows a governmental body to hold a closed meeting to discuss the purchase, exchange, lease or value of real estate.¹⁷⁸ However, such a closed meeting is allowed only if discussion of the real estate in an open meeting would have a detrimental effect

¹⁷⁴ Tex. Att'y Gen. Op. No. JM-100 (1983). See also Tex. Att'y Gen. Op. No. JM-238 (1984) (governing body may admit to executive session persons aligned with governing body and necessary to governing body's full communication with its attorney) (modified by Tex. Att'y Gen. Op. No. JC-506 (2002) to require in addition that presence of person must not waive attorney-client privilege if person is admitted under attorney consultation exception).

¹⁷⁵ Tex. Att'y Gen. Op. No. JM-100 (1983) at 2.

¹⁷⁶ Tex. Gov't Code Ann. § 551.129.

¹⁷⁷ *Olympic Waste Servs. v. City of Grand Saline*, 204 S.W.3d 496, 503-04 (Tex. App. — Tyler 2006, no pet.); Tex. Att'y Gen. Op. No. JC-233 (2000) at 3. See also *Finlan v. City of Dallas*, 888 F. Supp. 779, 782 n.9 (N.D. Tex. 1995).

¹⁷⁸ Tex. Gov't Code Ann. § 551.072.

on the ability of the governing body to negotiate with a third party.¹⁷⁹ For example, a closed meeting may in certain cases be permitted to discuss what the local entity is willing to pay for real property that it plans to acquire. There is no comparable authority for a governing body to go into a closed meeting to discuss the acquisition of items of personal property, such as the purchase of a new computer system.

67. *May a governing body discuss security personnel, security devices or a security audit in a closed meeting?*

The Act has permitted a governing body to discuss security personnel or security devices in a closed meeting. Also, the Act allows discussion of security audits in a closed meeting.¹⁸⁰

68. *May a governing body discuss a contract involving a prospective gift or donation in a closed meeting?*

A governing body may meet in a closed meeting to discuss the negotiations for a contract for a prospective gift or donation.¹⁸¹ Such a contract must relate to a gift to be given to the state or to the governmental body. However, similar to the real estate exception, the governing body may meet in a closed meeting only if its negotiating position with a third person would be negatively affected by the body's discussion of the contract in an open meeting.

69. *May a governing body discuss a test item in a closed meeting?*

A governing body may discuss a test item or information related to a test item in a closed meeting if the item may be included in a test that the governing body administers to individuals who seek to obtain or renew a license or certificate that is necessary to engage in an activity.¹⁸²

70. *May the governing body of a public power utility discuss competitive matters in a closed meeting?*

The governing body of a public power utility (electric or gas utility)¹⁸³ is allowed to deliberate, vote or take final action in a closed meeting on any competitive matter.¹⁸⁴ The term "competitive matter" means a utility-related matter that is related to the public power utility's competitive activity, including commercial information, and would, if disclosed, give advantage to competitors or prospective competitors.¹⁸⁵ Also, the notice of the subject matter of an item that may be considered as a competitive matter is

¹⁷⁹ *City of Laredo v. Escamilla*, 219 S.W.3d 14, 20 (Tex. App. — San Antonio 2006, pet. denied). See Tex. Att'y Gen. Op. No. MW-417 (1981).

¹⁸⁰ Tex. Gov't Code Ann. § 551.076.

¹⁸¹ *Id.* § 551.073.

¹⁸² *Id.* § 551.088.

¹⁸³ See *id.* § 551.086(b)(1)(definition of public power utility).

¹⁸⁴ *Id.* § 551.086(c).

¹⁸⁵ *Id.* § 552.133 (definition of competitive matter).

required to contain more than a general representation of the subject matter to be considered, such that the competitive activity of the public power utility with respect to the issue in question is not compromised or disclosed.¹⁸⁶

71. *May a governing body discuss potential business incentives and other economic development negotiations in a closed meeting?*

A governing body may meet in a closed meeting to discuss certain matters related to economic development.¹⁸⁷ It may discuss commercial or financial information that the governing body has received from certain business prospects. The business prospect must be one that the governing body is negotiating with for economic development purposes to locate, stay or expand in or near the territory of the local entity. Also, under this exception, a governing body may hold a closed meeting to discuss a potential offer of financial or other incentives to the business prospect.

Need for Statutory Authority to Hold Closed Meetings

72. *May a governing body hold workshops or retreats in a closed meeting?*

The provisions of the Act would apply to workshops or retreats of the governing body if a quorum of the body is present and the governing body deliberates about public business.¹⁸⁸ To go into a closed meeting, the local entity must show that the issue to be discussed fits within one of the specific statutory categories that allows for closed meetings.

73. *Does the Public Information Act provide a basis for meeting in a closed meeting?*

The governing body may not use the fact that the governing body will discuss documents that may be confidential under the Public Information Act, Chapter 552 of the Government Code, to justify a closed meeting. Instead, the governing body must specifically rely on one of the particular exceptions to the Open Meetings Act. The Open Meetings Act and the Public Information Act are entirely independent in their operation.¹⁸⁹ (See Section I concerning the relationship between the Open Meetings Act and the Public Information Act.)

¹⁸⁶ *Id.* § 551.086(d).

¹⁸⁷ *Id.* § 551.087.

¹⁸⁸ See *Bexar Medina Atascosa Water Dist.*, 2 S.W.3d at 462.

¹⁸⁹ Tex. Att'y. Gen. Op. No. GA-0019 (2003) at 6.

Procedural Requirements for Meeting in Closed Meetings

74. Is there a difference between the terms “executive session,” “closed meeting” and “closed session”?

No. All of these terms are used interchangeably. The important point to remember is that a governmental body may not exclude the public from a meeting unless the Act specifically authorizes such a closed meeting.¹⁹⁰

75. May a city council meet in a closed meeting if a city charter provision requires that all city council meetings be conducted as open meetings?

A city council may not hold a closed meeting if the city charter specifically requires that all meetings or the type of meeting in question be held as open meetings.¹⁹¹

76. What notice must be posted to consider an item in a closed meeting?

The rules for posting closed meeting items are the same as the general rules for posting issues that will be considered in an open meeting.¹⁹² Most local governments indicate on the posting that the governmental body may be going into executive session on a particular topic and the statutory section that allows such an item to be considered in a closed meeting. However, the Act does not require the notice to state which items will be discussed in a closed meeting. Should a governing body consistently distinguish between subjects for public deliberation and subjects for executive session, an abrupt departure from this practice could render the notice inadequate.¹⁹³

77. May an item be considered in a closed meeting if the posted agenda does not indicate it will be discussed in a closed meeting?

In certain cases, a properly posted agenda item may be considered in a closed meeting even though the posted agenda did not indicate that the item would be discussed in a closed meeting.¹⁹⁴ As mentioned above, the rules for posting closed meeting items are the same as the rules for posting items that will be considered in open session.¹⁹⁵ The Open Meetings Act requires only that the posted notice give reasonable notice of the subjects that will be discussed. There is no requirement that the local entity indicate whether an item will be handled in open or closed session. However, if the notices posted for a governmental body consistently distinguish between subjects for public

¹⁹⁰ Tex. Gov't Code Ann. § 551.002. See n. 143

¹⁹¹ Tex. Gov't Code Ann. § 551.004. See *Shackelford v. City of Abilene*, 585 S.W.2d 665 (Tex. 1979).

¹⁹² See generally Tex. Gov't Code Ann. §§ 551.041, .043. See Tex. Att'y Gen. Op. No. GA-511 (2007) at 4. (notice does not have to cite the section or subsection numbers of the provision authorizing the closed session.)

¹⁹³ Tex. Att'y Gen. Op. No. JC-57 (1999).

¹⁹⁴ *Id.*

¹⁹⁵ See generally Tex. Gov't Code Ann. §§ 551.041, .043.

deliberation and subjects for closed session deliberation, an abrupt departure from this practice may raise a question as to the adequacy of a notice to inform the public.¹⁹⁶

78. *What procedure should a governing body follow to go into a closed meeting?*

If a governing body chooses to discuss an item in a closed meeting, it must follow the statutory procedures required for such a meeting. The governing body must first convene in a properly posted open meeting. During that open meeting, the presiding officer must announce that a closed meeting will be held and identify the section(s) of the Act authorizing such a closed meeting.¹⁹⁷ A local entity may wish to have a prior written opinion from its attorney setting forth a reasonable basis for holding the closed meeting for the involved item whenever the matter is in dispute. Once a closed meeting has begun, the presiding officer must announce the date and time the session started.¹⁹⁸ At the end of that closed meeting, the presiding officer must again announce the date and time. In most instances, a certified agenda or recording must be made.¹⁹⁹ Also, any action or vote on an agenda item may be taken only during an open meeting.²⁰⁰

79. *May a governing body continue a closed meeting to the immediate next day?*

A closed session of an open meeting may be continued to the immediate next day so long as before convening the second-day closed meeting, a quorum of the governing body first convenes in an open meeting. The presiding officer must publicly announce that a closed meeting will be held and identify the section or sections of the Act under which the closed meeting is authorized.²⁰¹

80. *If a member of a governing body is not certain that a closed meeting is permitted what actions should the official take if a closed meeting is called?*

If a member is not certain that a closed meeting is permitted on an issue, the member may wish to consider refusing to attend or asking for a formal written interpretation from the local entity's attorney as to the legality of the meeting. Attendance at an unauthorized closed meeting may be a criminal offense.²⁰² If an official reasonably relies on a written opinion concerning whether a closed meeting is permitted from the

¹⁹⁶ Tex. Att'y Gen. Op. No. JC-57 (1999).

¹⁹⁷ Tex. Gov't Code Ann. § 551.101. See *Lone Star Greyhound Park v. Tex. Racing Comm'n*, 863 S.W.2d 742, 747-48 (Tex. App. — Austin 1993, writ denied) (presiding officer's announcement of content of applicable section, but not section number, gives sufficient notice).

¹⁹⁸ Tex. Gov't Code Ann. § 551.103 (c)(3) & (d).

¹⁹⁹ *Id.*

²⁰⁰ *Id.* § 551.102.

²⁰¹ *Id.* § 551.101; Tex. Att'y Gen. Op. No. JC-285 (2000). See also Tex. Gov't Code Ann. § 551.0411(a).

²⁰² Tex. Gov't Code Ann. § 551.144.

governing body's attorney, the attorney general or a court, then the official has an affirmative defense to any criminal prosecution for violation of the Act.²⁰³ Simply objecting or not speaking during an illegal closed meeting will not relieve the member of potential criminal liability for participating in the meeting.

81. Who is permitted to attend a closed meeting?

The Act does not specify who may or may not attend a closed meeting.²⁰⁴ Generally, a governmental body has discretion to determine who may attend closed meetings. Members of the public may not be selectively admitted to an executive session.²⁰⁵ When a governmental body holds a closed meeting to discuss a lawsuit under the attorney consultation exception, section 551.071 of the Government Code, the governmental body's attorney must be present, but an opposing party may not be present.²⁰⁶ In considering whether to admit any nonmember to a closed meeting held under this section, a governmental body should consider:

1. whether the person's interests are adverse to the governmental body's;
2. whether the person's presence is necessary to the issues to be discussed; and
3. whether the governmental body may waive the attorney-client privilege by including the nonmember.²⁰⁷

With respect to closed meetings held under other exceptions in the Act, a governmental body has the right to determine which nonmembers may attend and may include a nonmember if the person's interests are not adverse to the governmental body's and the person's participation is necessary to the anticipated deliberation.²⁰⁸

82. May a governing body prevent a member from attending a closed meeting?

A governmental body can prevent one of its members from attending a closed meeting when that member is suing the governing body or entity.²⁰⁹ In Attorney General Opinion JM-1004, a school board had been sued by one of its own members and wanted to discuss the lawsuit with its attorney in an executive session. The attorney general concluded that the school board could exclude the member who had sued the district. The purpose of the exception for consultations with an attorney is, in part, to allow a governmental body to receive legal advice from its attorney without revealing attorney-

²⁰³ *Id.*

²⁰⁴ Tex. Att'y Gen. Op. No. JC-375 (2001).

²⁰⁵ Tex. Att'y Gen. Op. No. GA-0511 (2007).

²⁰⁶ See Tex. Att'y Gen. Op. Nos. JC-506 (2002), JC-375 (2001), JM-238 (1984).

²⁰⁷ Tex. Att'y Gen. Op. No. JC-506 (2002).

²⁰⁸ *Id.*

²⁰⁹ Tex. Att'y Gen. Op. No. JM-1004 (1989).

client confidences to the opposing side. Admitting a member of a governing body who is on the opposing side of litigation to such an executive session would defeat the purpose of holding it.

83. *May a governing body prevent its staff from attending a closed meeting?*

As mentioned above, a governing body may exclude all nonmembers from attending a closed meeting.²¹⁰ Thus, a governing body may exclude its staff from attending a closed meeting. There are attorney general opinions that have concluded that the county commissioners' court could exclude the county clerk from an executive session of the commissioners' court where no statute required the presence of the county clerk.²¹¹ Another opinion concluded that a contractual provision requiring a superintendent of schools to attend all executive sessions of her school board of trustees was valid under the Act, but would not preclude her exclusion by the board.²¹² However, some city charters and certain statutory provisions provide that the city secretary shall attend all city meetings.²¹³

84. *May a governing body approve items or take a straw poll in a closed meeting?*

A court has held that a member of a governing body may indicate during an executive session how he or she plans to vote on an item.²¹⁴ However, the governing body may not conduct a straw vote or a formal vote during such a session.²¹⁵ The Act requires that any final action, decision or vote be taken in an open meeting.²¹⁶

Production and Handling of Certified Agenda or Recording for Closed Meetings

85. *Is a governing body required to create a certified agenda or recording of discussions held in a closed meeting?*

A governing body must create a certified agenda or make a recording²¹⁷ of every closed meeting unless the closed meeting is being held under the exception for consultation

²¹⁰ See Tex. Att'y Gen. Op. Nos. JM-6 (1983), JC-506 (2002); Tex. Att'y Gen. LO-97-017.

²¹¹ Tex. Att'y Gen. Op. Nos. JM-6 (1983), GA-277 (2004).

²¹² Tex. Att'y Gen. Op. No. JC-375 (2001).

²¹³ See Tex. Gov't Code Ann. § 22.073 (requires a city secretary in Type A city to attend all meetings and keep required minutes).

²¹⁴ *Bd. of Trustees v. Cox Enters., Inc.*, 679 S.W.2d 86, 89 (Tex. App. — Texarkana 1984), *aff'd in part, rev'd in part on other grounds*, 706 S.W.2d 956 (Tex. 1986); *Nash v. Civil Serv. Comm'n*, 864 S.W.2d 163, 166 (Tex. App. — Tyler 1993, no writ).

²¹⁵ *Id.*

²¹⁶ Tex. Gov't Code Ann. § 551.102.

²¹⁷ See *id.* § 551.001(7) (definition of recording).

with an attorney.²¹⁸ The governing body may stop taking notes or turn off the recording during the portion of a closed meeting that involves consultations with an attorney.

The presiding officer shall certify that the agenda or recording of the closed meeting is true and correct record of the proceeding.²¹⁹ The certified agenda must state the subject matter of each deliberation and record any further action taken.²²⁰ The certified agenda does not have to be a verbatim transcript of what happened in the closed meeting, but it must summarize what was discussed on each topic.²²¹ In addition, the certified agenda or recording must include an announcement by the presiding officer of the date and time that the closed meeting began and ended.²²²

86. *Who is responsible for creating a certified agenda or recording of a closed meeting?*

The Act does not specify a particular individual or officer responsible for producing the certified agenda or making the recording of a closed meeting. However, the presiding officer is responsible for certifying that the certified agenda or recording is a true and correct record of the proceedings.²²³ It is important to note that a member of a governing body commits a Class C misdemeanor if he/she participates in a closed meeting knowing that a certified agenda or recording is not being made.²²⁴

87. *May a member of a governing body or staff release a copy of a certified agenda or recording to the public?*

A certified agenda or recording kept during a closed meeting may be disclosed to a member of the public only under a court order.²²⁵ There are criminal penalties for releasing a copy of the certified agenda to the public without a court order.²²⁶

88. *May a member of a governing body record a closed meeting for the member's own use?*

A member of a governmental body has no right to record a closed meeting over the objection of a majority of the governmental body's members.²²⁷

²¹⁸ *Id.* § 551.103(a).

²¹⁹ *Id.* § 551.103(b).

²²⁰ *Id.* § 551.103(c)(1)-(2).

²²¹ Tex. Att'y Gen. Op. No. JM-840 (1988) at 4-7.

²²² Tex. Gov't Code Ann. § 551.103(c)(3), (d).

²²³ *Id.* § 551.103(b).

²²⁴ *Id.* § 551.145.

²²⁵ *Id.* § 551.104(c).

²²⁶ *Id.* § 551.146.

²²⁷ *Zamora v. Edgewood Indep. Sch. Dist.*, 592 S.W.2d 649 (Tex. Civ. App. — Beaumont 1979, writ ref'd n.r.e.); Tex. Att'y Gen. Op. No. JM-351 (1985) at 2.

89. *May a member of the governing body review a copy of a certified agenda or recording of a closed meeting?*

A member of a governing body who attended a closed meeting may later review the certified agenda or recording of that closed meeting.²²⁸ Also, a member who was absent during a closed meeting may review the certified agenda or recording. The governing body should adopt procedures for reviewing a certified agenda or recording to preserve the evidentiary integrity, but the governing body could not absolutely prohibit the review by a member. Once the member has left office, the member does not have the right to review the certified agendas or recordings of closed meetings.²²⁹ Also, the governmental body may not provide the absent member with a copy of the certified agenda or recording of the closed meeting.²³⁰

90. *How should a governing body handle a certified agenda or recording once it is prepared?*

The Act contains two requirements on how a certified agenda or recording of closed meetings is to be handled once created:

1. the certified agenda or recording may not be disclosed to the public without a court order, and
2. the certified agenda or recording must be preserved for a period of at least two years after the date of the closed meeting.²³¹

If any legal action involving the closed meeting is brought within this time period, the certified agenda or recording must be preserved until the action is finished. The governing body is the proper custodian for the certified agenda or t recording, not the city secretary or county clerk; however the governing body may delegate its duty to these individuals.²³²

91. *May members of the governing body publicly discuss what was considered in a closed meeting?*

The Act does not prohibit a member from discussing or making statements about what occurred in a closed meeting.²³³ The fact that a person may legally discuss what occurred in a closed meeting does not mean that it is advisable to do so. For instance, it is possible that such a discussion could waive the governing body's claim of attorney-client privilege if a member revealed attorney-client communications that occurred

²²⁸ Tex. Att'y Gen. Op. No. DM-227 (1993).

²²⁹ Tex. Att'y Gen. Op. No. JC-120 (1999).

²³⁰ Tex. Att'y Gen. LO-98-033.

²³¹ Tex. Gov't Code Ann. § 551.104.

²³² Tex. Att'y Gen. Op. No. GA-0277 (2004) at 3.

²³³ Tex. Att'y Gen. Op. No. JM-1071 (1989). See Tex. Att'y Gen. Op. No. MW-563 (1980) at 5 (city ordinance attempting to prohibit public discussion of the contents of an executive session may raise First Amendment concerns but does not violate the Public Information Act).

during a closed meeting. Other statutes and professional obligations as well as possible civil rights violations, individual privacy concerns, and the best interest of the governing body and the citizens the member represents might counsel against such a course of action. A governing body will want to carefully review this issue with its legal counsel before attempting to enact any such policy.

92. *Is the certified agenda or recording of the closed meeting confidential under the Public Information Act?*

The certified agenda and recording of a closed meeting are considered confidential under the Public Information Act.²³⁴

93. *Are notes made by an official in a closed meeting confidential under the Open Meetings Act or the Public Information Act?*

The Open Meetings Act does not specifically address whether the notes made by an official during a closed meeting are confidential. Whether the notes made by an official in a closed meeting are confidential under the Public Information Act depends on whether an exception would apply to the information. Whether the Public Information Act would protect the notes would depend in part on their content and the facts surrounding their creation.²³⁵ Some factors that should be considered are:

1. who prepared the notes,
2. who possesses and controls the notes,
3. who has access to the notes,
4. whether the notes were used in conducting public business, and
5. whether public funds were expended in creating or maintaining the notes.

If there is a public information request for any such notes, the local entity will want to confer with its legal counsel.

VI. Emergency Meetings

94. *What is sufficient cause for posting a two-hour emergency meeting?*

Under the Act, an emergency “exists only if immediate action is required of a governmental body because of an imminent threat to public health and safety” or because of “a reasonably unforeseeable situation.”²³⁶ The courts and the attorney

²³⁴ Tex. Att’y Gen. ORD-495 (1988).

²³⁵ See, e.g., Tex. Att’y Gen. ORD-635 (1995); ORD-574 (1990) (inter-agency and intra-agency written memoranda containing advice, recommendations and opinion can be withheld); ORD-462 (1987).

²³⁶ Tex. Gov’t Code Ann. § 551.045(b).



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 17

Agenda Title: Consider proposed future agenda topics and any items for future discussion.

Council Action to be taken: Discuss possible future agenda items.

Initiating Department: City Council

Staff Contact: Mayor

1. PURPOSE/DESCRIPTION

Under this item, staff will be receiving input regarding future agenda items from you. This agenda item will be added as a routine matter on each of your upcoming agendas and will not be an action item unless specific items are listed for consideration. Staff will also be bringing potential agenda items before you at this time.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

Items are added to upcoming agendas as schedules allow.

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

17a. [Continuous list of items](#)

Topics still to be addressed:

Ariola:

- PID (Special meeting date to be determined)

Garcia:

- Pros and cons of merit pay (Jan. 11)
- TEDC Board discussion (Oct. 26)
- Animal Shelter Option 4 (Combined Strategic Facilities Master Plan) (CSFM Plan)
- Sidewalks and lighting on Old Thorndale Road (CSFM Plan)
- Utility account assistance (Oct. 26)
- Dumpster pricing/franchise agreement (Oct. 26)

Gonzales:

- Cemetery streets (with CSFM Plan)

Rydell:

- Historical Preservation (Oct. 26)



City Council Meeting October 12, 2017

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 18

Agenda Title: Executive Session. (Economic Development)

Council Action to be taken: Adjourn into Closed session.

Initiating Department: City Administration

Staff Contact: Mayor

1. PURPOSE/DESCRIPTION

The Taylor City Council will conduct a closed meeting under Section 551.087 of the Texas Government Code which allows such a closed meeting to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

3. FUNDING SOURCE

4. TIMELINE CONSIDERATIONS

5. OTHER OPTIONS (In order of preference)

6. ATTACHMENTS

18a. [Executive Session form](#)

**TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION**

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on October 12, 2017 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

- | | | |
|-------------------------------------|---------|--|
| ☐ | 551.071 | To consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act. |
| ☐ | 551.072 | To conduct deliberations regarding the purchase, exchange, lease, or value of real property. |
| ☐ | 551.074 | Regarding personnel matters |
| ☒ | 551.087 | Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor. |

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. BACK TO OPEN SESSION

The time is now _____ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

As Mayor of the City of Taylor, I do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the 12th day of October 2017.

Mayor