

AGENDA

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

JULY 12, 2018, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

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.)

1. Confirm City Manager's appointment of Mary Chapa to the Civil Service Board for another 3-year term (Isaac Turner)
2. Approve minutes for June 28, 2018. (Dianna Barker)
3. Consider Resolution R18-15 Approving a Memorandum of Understanding (MOU) between the Taylor Independent School District and the Taylor Police Department Concerning the School Resource Officer position. (Chief Fluck)
4. Consider approving Resolution R18-16 awarding bid for grant management service for the HOME Program. (Tamera Baird)

PUBLIC HEARING/ORDINANCES

5. Consideration and action with respect to "Ordinance 2018-14, Authorizing the Issuance of the City of Taylor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates." (Rosemarie Dennis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

6. Consider approving Resolution R18-17 awarding bid for the HOME Project construction project. (Tamera Baird)
7. Continue budget discussion on proposed FY 2018/2019 budget and CIP program. (Rosemarie Dennis)

8. Receive update on Skate Park project concepts. (Kelly Kaatz)
9. Receive monthly update on current Capital Improvement Projects (CIP). (Kelly Kaatz)

EXECUTIVE SESSION

1. **Executive Session I.** The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on 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 authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.
 - a. Project 72800
2. **Executive Session II.** The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on 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 authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.
 - a. Real Property

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 p.m. on July 9, 2018 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 the City Clerk at least 24 hours prior to the meeting for special assistance.

Posted By: Dianna Barker Date 7-9-18
Dianna Barker, City Clerk



City Council Meeting
July 12, 2018
Agenda Item Transmittal

Agenda Item #: 1

Agenda Title: Confirm City Manager's appointment of Mary Chapa to the Civil Service Commission for another 3-year term.

Council Action to be taken: Confirm appointment to Commission

Initiating Department: Human Resources

Staff Contact: Isaac Turner, City Manager
Kim Peterson, Director, HR & Civil Service

1. INTRODUCTION/PURPOSE

This item is for Council to consider confirming the City Manager's reappointment of a current member to the Civil Service Commission for a 3 year term.

2. DESCRIPTION/ JUSTIFICATION

Local Government Code 143.006 states that the commission shall be appointed by the City Manager and confirmed by Council.

Mr. Turner's reappointment is Ms. Mary Chapa who has served on the commission since July 2004 and currently serves as Chair of the commission. Her application is attached for your review.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

Current term expires August 2018.

5. RECOMMENDATION

Council confirm Mr. Turner's reappointment of Ms. Mary Chapa to the Civil Service Commission.

6. REFERENCE FILES

1a [Application](#)

1b [Board Roster](#)



City of Taylor

Boards and Committee

Application

PLEASE TYPE OR PRINT CLEARLY:

Name: <u>Mary Chapa</u>
Address (Residence and Mailing)
3009 Crystal Circle, Taylor, TX _____
How long at this residence _____
Phone (Home) <u>512-365-5444</u>
Cell Phone: _____
Fax <u>N/A</u>
Email <u>N/A</u>

Occupation: _____
Employer: _____
Address _____
Work Phone _____
Business owner? ☐ Yes ☒ No
Additional information? First appointed to Civil Service Commission in July 2004. _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Civil Service Commission

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Previous 14 years' experience on the commission and a career working in state government for 31 years with the last 5 years in upper management positions.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature Mary V. Chapa Date May 27, 2018

DESCRIPTION OF BOARDS AND COMMISSIONS

Airport Board meets the fourth Tuesday at 5:30 pm each month and makes recommendations about the operations of the municipal airport and helps ensure that the airport meets the needs of the City and the air industry.

Animal Control Appeals Board and Shelter Advisory Committee meets quarterly and consists of a licensed veterinarian, a county or city official, a representative from an animal welfare organization, and an animal control shelter staff person.

Building & Standards Commission meets as needed to provide final interpretations concerning alleged violations of ordinances by upholding or overturning decisions made by the building officials. Members must be knowledgeable with the building, plumbing, mechanical, electrical and fire codes adopted by the city.

Civil Service Commission is a three member board appointed by the City Manager to adopt rules regarding hiring and promotional processes, the disciplinary process, maintenance of personnel files, and other subjects as defined by Civil Service Law.

Comprehensive Plan Implementation Committee has thirteen members appointed by Council to review the implementation status (Chapter 11) of the Taylor Comprehensive Plan twice a year.

Library Advisory Board meets the third Tuesday each month at 6pm and makes recommendations to the City Council regarding library operations and to help ensure that the Library meets the needs of the City.

Main Street Advisory Board meets the third Wednesday each month to carry out an annual action plan for implementation of a downtown revitalization program focused on: design/historic preservation, promotion, organization/management, and economic restructuring/development.

Moody Museum Advisory Board meets on the third Tuesday at 5:30 pm every other month and makes recommendations regarding the operation of the Moody Museum.

Parks and Recreation meets the third Wednesday at 6 pm to make recommendations to the City Council regarding sports and recreational programs, and facilities and helps ensure that they meet present and future needs.

Planning & Zoning Commission meets the second Tuesday at 6 pm and makes decisions regarding platting or replatting of land into subdivisions within the corporate limits and within the extraterritorial jurisdiction of the City and makes recommendations to the City Council regarding the regulations of the use of land, location of buildings, and the locations of businesses, in respect to their environments.

Taylor Economic Development Corporation (TEDC) meets at 4:30 pm once a month (usually the third Wednesday) and promotes, assists, and enhances economic development activities for the City.

Taylor Housing Authority meets on Tuesday afternoon and establishes policy and reviews operations of subsidized housing in Taylor. One member must be a Housing Authority resident.

Tree Advisory Board meets quarterly on Tuesday at 6 pm to discuss beautification of the city through the planting and maintenance of trees and assist staff with the annual Arbor Day event.

Zoning Board of Adjustments meets on the first Tuesday of the month at 6 pm (or as needed) to hear and decide special exceptions to the zoning ordinance and rules on appeals. This board is autonomous.

Applications are public information. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest. Applications are kept on file for two (2) years from date of application.

Please complete and return to:

City Clerk, City of Taylor, 400 Porter St., Taylor, Texas 76574
(512) 352-3676 or (Fax) (512) 352-8255 or email Susan.brock@taylortx.gov

CIVIL SERVICE BOARD

BOARD	TERM (Yrs)	MEMBER	APPOINTED (Reappointed)	EXPIRES
Civil Service Commission	3	Sacheen Yates 1707 Lexington St. (C) 520-603-1896 Sacheen.yates@gmail.com	7-2017	7-2020
	3	Mary Chapa 3009 Crystal Circle (H) 365-5444	7-2004 (2006, 2009, 2012, 2015)	7-2018
	3	Clarence Tolliver, Sr. 918 Burkett (H) 269-8420	7-2016 (2010, 2013)	7-2019

Members: 3

Duties: To adopt rules regarding hiring and promotional processes, the disciplinary process, maintenance of personnel files, and other subjects as defined by Civil Service Law.

Appointed by: City Manager, Confirmed by City Council



City Council Meeting July 12, 2018

STRATEGIC PILLAR

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

Agenda Item #: 2

Agenda Title: Approve minutes for June 28, 2018

Council Action to be taken: Approve by consent or approve with corrections if needed

Department Submitted: City Clerk

Staff Contact: Dianna Barker

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 meeting 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 (Why and How)

N/A

3. RECOMMENDATION

Approve as submitted or amend with changes noted.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

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

8. ATTACHMENTS

2a. [June 28, 2018](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
June 28, 2018 at 6:00 p.m.

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 Mitch Drummond
Mayor Pro Tem Christine Lopez

Isaac Turner, City Manager
Jeff Jenkins, Assistant City Manager
Mark Schroeder, Assist City Attorney
Dianna Barker, City Clerk

INVOCATION - Chief Ekiss gave the invocation.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Melanie Rathke 501 FM 619 – does not want the city to animal shelter in Georgetown at Williamson County facility and feels there is much local support for a local shelter.

CONSENT AGENDA

Mayor Rydell pulled item #2 for separate consideration.

1. Concur with preliminary financials for May 2018.
3. Approve minutes for June 14, 2018 City Council meeting and June 21, 2018 Budget Workshop.

Motion was made by Mayor Pro-Tem Lopez to approve consent agenda items 1 and 3. Motion was seconded by Council Member Drummond. Motion carried unanimously.

2. Consider KAPSCH lease amendment for the use of Justin Lane.
Assistant City Manager Jeff Jenkins explained what KAPSCH does and that the purpose of the amendment to the agreement is to allow KAPSCH to test traffic monitoring equipment for tollways for an additional 5 years.

Motion was made by Mayor Pro-Tem Lopez to approve the KAPSCH lease amendment agreement. Motion was seconded by Council Member Ariola. Motion carried unanimously.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

4. Receive monthly update on current Capital Improvement Projects (CIP).

Staff comments: Kelly Kaatz

Kelly Kaatz with HDR briefly went over the status of capital improvement projects currently in progress; Heritage Park, Skate Park, South park Industrial, Wastewater Treatment plant upgrades, street maintenance plan, 4th street pavement, gateway signage, 3rd street improvements, Amtrak Station grant, Justice Center, Animal Shelter, and development reviews.

Motion was made by Mayor Pro-Tem Lopez to accept the monthly update on current Capital Improvement Projects. Motion was seconded by Council Member Drummond. Motion carried unanimously.

5. Receive and discuss update on Givens Community Center.

Staff comments: Kelly Kaatz

Kelly Kaatz gave a brief update on the progress of the Givens Community Center renovation. The building is 78 years old and beyond its life expectancy. CDBG grant given in 2014 was for refurbishing only, not rebuild. Refurbishing is no longer adequate. Major structural items need to be addressed and cost could be estimated at about a half million dollars. Building a new structure is estimated at \$300,000 to \$350,000.

Citizen Don Hill, 704 Mockingbird Ln - shared history of uses of the center and that the building is still often used.

Mayor Pro-Tem Lopez suggested staff get started with current funds from 2014 CDBG grant. Council directed Mr. Turner to pursue acquiring additional grant dollars.

Motion was made by Mayor Pro-Tem Lopez to accept the update on the Givens Community Center project. Motion was seconded by Council Member Drummond. Motion carried unanimously.

Council took a break at 7:12.

Reconvened at 7:20

6. Receive and discuss update on public safety issues related to parking in yards and driveway standards.

Staff comments: Tamera Baird

The parking of personal vehicles in yards in close proximity to structures are blocking safe ingress and egress to buildings and blocking sidewalks. Staff recommends amending Chapter 6, Off-street parking, to include language that restricts the area of parking immediately adjacent to the structure. Staff recommends a 10 foot minimum separation between vehicles and structures. Council Member Garcia suggested the amendment not be limit to just vehicles. Council directed staff to draft the amendment with a clear 10 foot egress with no obstructions of any kind.

Motion was made by Council Member Drummond to accept the update and draft an ordinance amendment as recommended and bring back to council. Motion was seconded by Mayor Pro-Tem Lopez. Motion carried unanimously.

7. Continue Budget discussion on proposed FY 2018/2019 budget and CIP program.

Staff comments: Rosemarie Dennis

Mr. Turner asked council to make sure all of their budget questions are submitted, then council and staff will go over each fund. Mr. Turner is seeking confirmation from Council that they are in agreement with the base budget of each fund.

Rose Dennis handed out binders of submitted budget questions from Council and the answers from staff, and went over the material. Mr. Turner asked Council if the base budget summarized in the budget letter of the proposed budget in general fund consistent with council desire for the general fund. Consensus was yes.

Motion was made by Mayor Pro-Tem Lopez to receive the proposed FY 2018/2019 budget and CIP updates. Motion was seconded by Council Member Ariola. Motion carried 4 to 1 with Council Member Garcia opposing.

8. Discuss cancelling or rescheduling 2nd council meeting in July (26th)

Staff comments: Isaac Turner

Due to 3 Council Members being out on July 26th, a quorum will not be available.

Motion was made by Mayor Pro-Tem Lopez to cancel the regularly scheduled July 26th council meeting. Motion was seconded by Council Member Drummond. Motion carried unanimously.

The City Council adjourned into Executive Session at 9:14.

EXECUTIVE SESSION

Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on 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 authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

- a. Personnel Matter, Development Services Director position.

The City Council reconvened into regular session at 9:52. No action was taken.

ADJOURN

With no further action Mayor Rydell declared the meeting adjourned at 9:53 p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk



City Council Meeting July 12, 2018

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 3

Agenda Title: Resolution to Approve Memorandum of Understanding (MOU) between the Taylor Independent School District and the Taylor Police Department Concerning the School Resource Officer position.

Council Action to be taken: Approve Resolution

Department Submitted: Police

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

The Memorandum of Understanding (MOU) between the Taylor Independent School District and the Taylor Police Department for the School Resource Officer (SRO) position needs updated.

2. STAFF ANALYSIS (Why and How)

Currently the Taylor Police Department has one SRO assigned to the Taylor High School. The previous MOU was signed and approved in August of 1999 and needs to be updated. The new MOU was signed and approved by the Taylor ISD School Board on June 18, 2018. Some of the key features of the MOU are that the SRO position is primarily funded by the Taylor ISD and they agree to reimburse the City for 75% of the annual salary and fringe benefits, to correspond with when school is in session. During the days that schools are not in session, the SRO is subject to duties and assignments as determined by the Police Department. Taylor ISD will pay all expenses for off-duty security assignments performed by the SRO and other Taylor Police Officers.

3. RECOMMENDATION

Approve Resolution

4. FUNDING SOURCE

75% funded by Taylor ISD

25% funded by the City of Taylor Police Department 100-552-111 to 129.

5. TIMELINE

The SRO is to be available starting 8/20/18 for Taylor ISD staff training.

6. PRIOR COUNCIL ACTIONS TAKEN

On August 5, 1999 the City of Taylor Board of Commissioners approved the previous MOU.

7. OTHER OPTIONS (In order of preference)
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Not approve the Resolution and not have Taylor ISD primarily fund the SRO position.

8. ATTACHMENTS

3a [Resolution](#)

3b [School Resource Officer MOU 2018-19](#)

RESOLUTION R18-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, AUTHORIZING THE CHIEF OF POLICE TO SIGN A MEMORANDUM OF UNDERSTANDING FOR THE SCHOOL RESOURCE OFFICER POSITION WITH THE TAYLOR INDEPENDENT SCHOOL DISTRICT.

WHEREAS, the Taylor City Council finds it in the best interest of the citizens of Taylor that the Police Department enter in an agreement and have a Memorandum of Understanding with the Taylor Independent School District for the position of the School Resource Officer to deliver direct police services to the students, staff and faculty of the Taylor Independent School District for the year 2018-2019; and

WHEREAS, the Taylor City Council designates, Henry Fluck, Chief of Police, as the authorized official to sign the Memorandum of Understanding on behalf of the City of Taylor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, THAT: the Taylor City Council approves that the Chief of Police sign the Memorandum of Understanding between the Taylor Police Department and the Taylor Independent School District for the position of the School Resource Officer.

Passed and approved this 12th day of July, 2018.

Brandt Rydell., Mayor

ATTEST:

Dianna Barker, City Clerk

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING
2018-19**

1. PARTIES

- 1.1. This agreement is entered into between the City of Taylor, Texas, hereinafter referred to as the "City", the Taylor Police Department, hereinafter referred to as the "Police Department" and the Taylor Independent School District, hereinafter referred to as the "District".

2. PURPOSE OF AGREEMENT

- 2.1. The purpose of this agreement is for the Police Department to assign uniformed police officers and marked patrol cars to the schools outlined on Attachment A, for the School Resource Officer Program per the terms of this agreement.
- 2.2. The School Resource Officers, hereinafter referred to as "SRO", will work with the school administrator(s) to provide alcohol and drug education, gang resistance education, maintain a peaceful campus environment, and take appropriate action regarding illegal activity occurring on campus or at school related functions.

3. TERMS OF THE AGREEMENT

- 3.1. This Agreement shall be effective on the 20th day of August 2018, and shall be in effect for a period of one year.
- 3.1a As needed, one or more SROs will be available a week prior to the first day of school (8/20/18) for Taylor ISD staff training.
- 3.2. The Police Department shall provide SRO's to provide service to the designated campuses on each day that school is in regular session. The District will provide the Police Department with a school calendar for the upcoming school year on or before July 1st of each year.
- 3.3. During days that schools are not in session, a SRO is subject to other assignments as determined by the Police Department.
- 3.4. The agreement shall be reviewed annually prior to renewal
- 3.5. All police reports, citations, and other written documents generated by the SRO are the property of the City and will be maintained by the Police Department.

4. OBLIGATIONS OF PARTIES

- 4.1 The City, including the SROs, shall have the status of an independent contractor for the purposes of this Agreement. A SRO assigned to the District is an employee of the City and shall not be considered an employee of the District. As such, the SRO shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 4.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Police Department's policies as established for its employees. The City shall maintain appropriate Worker's Compensation and Unemployment Insurance coverage for each SRO in accordance with coverage maintained for all other police officers employed by the City.

- 4.3 The Police Department will provide the SRO with uniforms and equipment in accordance with Police Department policy.
- 4.4 The District will provide the SRO with a portable two-way radio or program an existing radio to enable the SRO to communicate directly with the campus administrator(s).
- 4.5 The Police Department will provide the SRO with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers.
- 4.6 The SRO is subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state peace officer licensing and certification. This training and certification takes place throughout the year and may necessitate the temporary absence of the SRO from his/her assigned campus.
- 4.7 When a SRO is temporarily absent from his/her assigned campus for training or other reasons on a day that the school is in session, the Police Department will make reasonable efforts to provide a police presence for that campus by assigning other SROs or police officers to spend a portion of the school day on the affected campus. When a police officer is needed on campus at times when the SRO or other officer is not on campus, school personnel should call police dispatch at 512-352-5551 (non-emergency) or dial 9-1-1 in case of emergency.
- 4.8 The District will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. This equipment should include, but is not limited to, a telephone, fax, copier, filing space capable of being secured and access to a computer and/or secretarial assistance.

5. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

- 5.1 The SRO Program Selection Panel will be comprised of Police Department representatives as determined by the Chief of Police and the District Administration. The Chief of Police or his appointed designee will make the final decision on all appointments and assignments related to the SRO program.
- 5.2 If the District is dissatisfied with the performance of an SRO, the District will notify the SRO program supervisor who will attempt to resolve the issue to the satisfaction of both the District and the Police Department. If the SRO program supervisor cannot resolve the issue, he/she will refer the issue with a recommended course of action to the Chief of Police.
- 5.3 The Police Department may take appropriate corrective or disciplinary action regarding any allegation of misconduct on the part of an SRO in accordance with Police Department policy and civil service guidelines.
- 5.4 The Department is responsible for providing annual performance evaluations to each SRO, and input from school personnel will be solicited.
- 5.5 The Chief of Police and/or his appointed designee may dismiss or reassign a SRO based on Departmental guidelines and/or General Orders and when it is in the best interest of the City and/or District.
- 5.6 In the event of a resignation, retirement, dismissal or reassignment of a SRO, or in the case of long-term absences by a SRO, the Police Department will provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such

absence, dismissal, resignation or reassignment. Long term absences without replacement coverage for a period of ten or more days will result in financial credit being given to the District proportionately for that time based on salary and benefits. As soon as practicable, the Selection Panel shall convene and recommend a permanent replacement for the SRO position.

6. SCHOOL RESOURCE OFFICER RESPONSIBILITIES

- 6.1 The SRO will work in concert with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.
- 6.2 The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.
- 6.3 The SRO may provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.
- 6.4 The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.
- 6.5 The SRO may present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention and safety.
- 6.6 The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- 6.7 The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempts to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.
- 6.8 The SRO will assist District staff in maintaining order on school property.
- 6.9 The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.
- 6.10 The SRO will refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 6.11 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident involves a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.
- 6.12 The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.
- 6.13 Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.

7. COST SHARING

- 7.1 The District agrees to reimburse the City for seventy five percent of the annual salaries, fringe benefits and travel expenses.

- 7.2 The District shall pay all expenses related to off-duty security performed by District personnel including those off-duty securities performed by SROs and other Taylor Police Officers.
- 7.3 With the knowledge and consent of the District, the City may apply for a funding grant to offset the cost of the SRO Program or a portion thereof. In the event the City applies for and receives a grant, the District agrees to fund one-half of the City's required funding match. Once grant funding ceases, the District agrees to cost sharing as stipulated in paragraph 7.1 above.
- 7.4 The City and District will share the cost of training for the SROs as stipulated in paragraph 4.6 above.
- 7.5 The City shall invoice the District quarterly in equal installments.
- 7.6 In the event the City does not receive payment within thirty days of the due date, the City is authorized to terminate this agreement without further notice
- 7.7 The City will own the Patrol Vehicle(s) and it will not be the property of the District nor will the District have special right of access to it.
- 7.8 The City will pay for all repairs, upkeep and other costs for the life of the Patrol Vehicle(s).

8. TIME AND PLACE OF PERFORMANCE

- 8.1 The Police Department will assure that the SROs will report to the campus of their assigned school each day that school is in session during the regular school year.
 - 8.1a Follow up home visits when needed as a result of school related student problems.
 - 8.1b School related off-campus activities when the principal requests officer participation and approved by the Police Department.
 - 8.1c Response to off-campus, but school related criminal activity.
 - 8.1d Response to emergency law enforcement activities or court appearances.
 - 8.1e Transport of persons arrested on campus to a detention or holding facility.
 - 8.1f Other official business approved by the SROs supervisor.
- 8.2 Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be to cover scheduled school related activity requiring the presence of a law enforcement officer.
- 8.3 The District will provide the SRO's with access to an office that allows for security and privacy. The office must include, but is not limited to, a telephone, desk, chair, office supplies, filing cabinet which can be properly locked and secured and a computer.

9. TERMINATION AND DEFAULT

- 9.1 Prior to the expiration of the Term, either Party is authorized to terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.
- 9.2 Except as outlined in paragraph 7.6 above, if either party breaches this agreement and/or its obligations hereunder, the no-breaching party shall give written notice thereof and the breaching party shall have 30 days to cure the alleged breach. In the

event the breach is not cured within the 30 days, the non-breaching party may terminate this Agreement with or without notice.

- 9.3 In the event this Agreement is terminated for any reason before the expiration of the term, the City shall prepare a final account, as of the effective date of the termination, if the District's share of the SRO Program.

10. NOTICE

- 10.1 Any notice permitted or required to be given to the City, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Chief of Police
Taylor Police Department
500 S. Main Street
Taylor, TX, 76574

- 10.2 Any notice permitted or required to be given to the City, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Superintendent
Taylor Independent School District
3101 N. Main Street, Suite 104
Taylor, TX 76574

- 10.3 Notice shall be deemed given upon deposit of the notice in the United States Postal Main as aforesaid.

- 10.4 Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

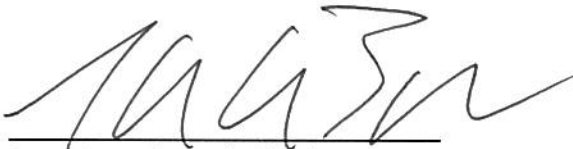
11. MISCELLANEOUS

- 11.1 The terms and provisions of this agreement constitute the entire Agreement between the City, the Police Department and the District, and no modification of this agreement is effective unless in writing and executed by all parties.

- 11.2 Nothing herein shall be construed as a waiver of any defense or immunity that any part is entitled by statute or common law.

SIGNED in duplicate originals this 18th day of June 2018

Taylor Independent School District



Superintendent of Schools

City of Taylor

Police Chief

TAYLOR ISD

2018-2019 School Calendar

July 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4		6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
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12	13	14	15	16	17	18
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26	27	28	29	30	31	

September 2018						
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October 2018						
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November 2018						
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December 2018						
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30	31					

January 2019						
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27	28	29	30	31		

February 2019						
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24	(25	26	27	28		

March 2019						
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31						

April 2019						
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28	29	30				

May 2019						
Su	M	Tu	W	Th	F	S
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26	27	28	29	30	31	

June 2019						
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30						

School Closed/Staff & Student Holiday		Professional Development/Student Holiday	
September 3 – Labor Day October 8 – Columbus Day November 19-23 – Thanksgiving Break December 24-January 4 – Winter Break		August 7-15 October 15 February 18	
Teacher Work Day/Student Holiday		Bad Weather Day	
August 16 & 17 January 8 May 31		April 22 May 20	
Early Release		{}	
December 21 May 30		# of days in First Semester – 82 # of days in Second Semester – 91	
Teacher Comp Day/Staff & Student Holiday		()	
January 7		Six Week Grading Period (Secondary) Nine Week Grading Period (Elementary)	



City Council Meeting July 12, 2018 Agenda Item Transmittal

Agenda Item #: 4

Agenda Title: Consider approving Resolution R18-16 awarding bid for HOME Program management services.

Council Action to be taken: Approve Resolution R18-16

Initiating Department: Development Services Department

Staff Contact: Tamera Baird, Building Official

1. INTRODUCTION/PURPOSE

The purpose of this item is to present and discuss awarding the bid for the HOME Program management services contract by way of Resolution R18-16.

2. DESCRIPTION/ JUSTIFICATION

Langford Community Management Services, Inc. has been the administrator for the HOME Program on behalf of the City of Taylor for over a decade. This contract is necessary to follow the state procurement rules through Texas Department of Housing and Community Affairs (TDHCA).

A RFP was published in the Taylor Daily Press and was due into the City by 11 a.m. on June 28, 2018. Langford Community Management Services, Inc. is the only responder. The amount of the award has historically funded the construction of four homes and been approximately \$409,600. The City's portion of matching funds including \$12,500 from the General Fund and \$38,500 of in-kind services for a total of \$51,000.

The City has participated in the HOME program since 2003 and has built 25 homes.

3. FINANCIAL/BUDGET

Both grant programs are fully funded by the Texas Department of Housing and Community Affairs (TDHCA).

4. TIMELINE CONSIDERATIONS

House are to be completed within six months of the time of the award.

5. RECOMMENDATION

Staff recommends approving Resolution R18-16 awarding the HOME Program services contract to Langford Management Services.

6. REFERENCE FILES

4a. [Resolution R18-16](#)

RESOLUTION R18-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AUTHORIZING APPROVAL FOR THE MANAGEMENT CONTRACT AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE RSP HOME (HRA) AGREEMENT CONTRACT 2018-0013:

WHEREAS, the City of TAYLOR advertised for REQUEST FOR PROPOSALS in accordance with all state and federal procurement laws; and

WHEREAS, the proposal deadline was 11:00 A.M. June 28, 2018. One (1) proposal was received from Langford Community Management Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS;

The city of TAYLOR awards the MANAGEMENT CONTRACT FOR THE RSP HOME AGREEMENT CONTRACT 2018-0013 TO LANGFORD COMMUNITY MANAGEMENT SERVICES.

Passed and approved this ____ day of _____, 2018.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk



City Council Meeting July 12, 2018

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 5

Agenda Title: Consideration and action with respect to an "Ordinance Authorizing the Issuance of the City of Taylor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates."

Council Action to be taken: Approve Ordinance 2018-14 as presented

Department Submitted: Finance

Staff Contact: Rosemarie Dennis, Finance Director

1. PURPOSE/DESCRIPTION

Approve Ordinance 2018-14 authorizing the issuance of \$5,600,000 in Combination Tax and Revenue Certificates of Obligation.

2. STAFF ANALYSIS (Why and How)

This is the first reading of Ordinance 2018-14 and under the Texas Government Code 1201.028, a single meeting of governing body is sufficient. Approval of this Ordinance will not only allow the City to proceed with the process of the issuance, but also award the Combination Tax and Revenue Certificates of Obligation.

The City had its bond rating call on June 25th with Standard & Poor's and the City received and maintained its rating of AA- on July 3rd.

The CO's will be priced by our financial advisor through a competitive sale on the morning of July 12th. The bid summary and final numbers from the sale will be announced at this City Council meeting.

The bond issuance will fund the construction work at Heritage Square Park Project, radios and its components, records management system and the engine/pumper apparatus.

Bart Fowler from McCall, Parkhurst & Horton (City's Bond Attorney) and Jennifer Ritter (City's Financial Advisor) with Specialized Public Finance Inc. will be present information related to the sale of bonds and to answer any questions that council may have.

3. RECOMMENDATION

Staff recommends approving Ordinance 2018-14 authorizing the issuance of \$5,600,000 in Combination Tax and Revenue Certificates of Obligation.

4. FUNDING SOURCE

Funding Sources will be from the Tax support Sinking & Interest Fund. The issuance will not have an impact on the debt service tax rate or the 2017-18 budget.

5. TIMELINE

Immediate consideration and the subsequent actions relative to the approval should cause delivery of the funds in August.

6. PRIOR COUNCIL ACTION TAKEN

The Council has approved reimbursement resolutions for expenses related to the Heritage Square Park projects until funding can be secure through this bond issuance.

7. OTHER OPTIONS (In order of preference)

Staff has no other options to be recommended.

8. ATTACHMENTS

5a. [Ordinance 2018-14](#)

ORDINANCE NO. 2018-14

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF TAYLOR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES

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

WHEREAS, the City Council of the City of Taylor, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of \$5,600,000 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for (i) constructing, equipping and improving City parks, (ii) acquisition and installation of public safety equipment and vehicles including a new radio system for the police and fire departments and a new fire truck, and (iii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates; and

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, on May 24, 2018 the City Council passed a resolution authorizing and directing the City Clerk to give notice of intention to issue the Certificates; and

WHEREAS, the notice was published on June 3, 2018 and June 10, 2018 in the *Taylor Press*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the City has not received a valid petition from the qualified voters of the City protesting the issuance of the Certificates; 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; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued; therefor,

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. 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. The Certificates of the City of Taylor, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of \$5,600,000 for the purpose of paying contractual obligations incurred or to be incurred for (i) constructing, equipping and improving City parks, (ii) acquisition and installation of public safety equipment and vehicles including a new radio system for the police and fire departments and a new fire truck, and (iii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF TAYLOR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated August 8, 2018, in the denomination and principal amount hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the outstanding principal amount of the Certificates shall mature and be payable on August 15 in each of the years and in the principal amount, respectively, as set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2019		2025	
2020		2026	
2021		2027	
2022		2028	
2023		2029	
2024		2030	

The term "Certificate" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute Certificates and replacement Certificates issued pursuant hereto.

SECTION 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF

CERTIFICATE set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

<u>YEAR</u>	<u>RATE</u>	<u>YEAR</u>	<u>RATE</u>
2019		2025	
2020		2026	
2021		2027	
2022		2028	
2023		2029	
2024		2030	

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (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. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates 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 the Registration Books available within 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 Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, 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 Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute

Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

(b) Payment of Certificates 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 Certificates, 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 Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, 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 past due interest 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 Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date which shall indicate to which principal installments the redemption shall be applied), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned in whole, but not in part, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange or substitute for any Certificate or Certificates 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 CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates 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 Certificates 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 Certificates, 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 Certificates, 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 Certificates issued in exchange for the Certificates initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Certificate 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 Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates 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 Certificates. 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 Certificates, (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 Certificates, 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 Certificates. 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 Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal of and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificate, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates 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 Certificates 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 Certificate 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 Certificate, 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 Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates 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 Certificate 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 Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Certificate and all notices with respect to such Certificate 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 Certificates.

(i) Cancellation of Initial Certificate. On the closing date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the purchaser of the Certificates or its designee set forth in Section 12 of this Ordinance, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Clerk, 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 set forth in Section 12 of this Ordinance or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such Underwriters one registered

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate 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.

NO. R-	UNITED STATES OF AMERICA	PRINCIPAL
	STATE OF TEXAS	
AMOUNT	COUNTY OF WILLIAMSON	\$ _____
	CITY OF TAYLOR, TEXAS	
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION		
SERIES 2018		

REGISTERED OWNER:

ON THE MATURITY DATE specified above, the CITY OF TAYLOR, in the County of Williamson, State of 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 the Date of Certificate, on February 15, 2019 and semiannually on each February 15 and August 15 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate 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 Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, National Association, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate 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 Certificate (the "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 at the close of business on the last business day of the preceding month 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 Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, 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.

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

IF THE DATE for the payment of the principal of or interest on this Certificate 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 CERTIFICATE is dated August 8, 2018, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$5,600,000, for the purpose of paying contractual obligations incurred or to be incurred by the City for: (i) constructing, equipping and improving City parks, (ii) acquisition and installation of public safety equipment and vehicles including a new radio system for the police and fire departments and a new fire truck, and (iii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

ON AUGUST 15, 2027, or on any date thereafter, the Certificates of this Series maturing on and after August 15, 2028 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates 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 Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

THE CERTIFICATES MATURING ON August 15 in the year ____ 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 Certificates").

Term Certificates Maturing on August 15, 20

Redemption Date

Principal Amount

August 15, 20[†]

\$[†]

[†] Final Maturity

THE PRINCIPAL AMOUNT of the Term Certificates 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 Certificates 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 Certificates 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 Certificates 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, unless the Purchaser (as defined in the Ordinance) is the sole Registered Owner of all of the outstanding principal amount of the Certificates, 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 Certificate 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 the Certificates. 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 Certificates. If due provision for such payment is made, all as provided above, the Certificates thereby automatically shall be treated as redeemed prior to its scheduled maturity, and it shall not bear interest after the date fixed for redemption, and it 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.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof. As provided in the Ordinance, this Certificate 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 certificate, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations of \$5,000 and in any integral multiple of \$5,000 in excess thereof as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other require-

ments for such assignment and transfer, this Certificate 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 Certificate or any portion or portions hereof in any denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate 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 Certificate 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 Certificate 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 (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificates.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificate, the foregoing requirements of holding, delivering or transferring this Certificate 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 Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Certificates.

IT IS FURTHER CERTIFIED that the City has designated the Certificates as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986.

IT IS HEREBY certified, recited and covenanted that this Certificate 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 Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations

(now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's Waterworks and Sewer System, which amount shall not exceed \$1,000 all as provided in the Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the 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 Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate 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 of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Clerk

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate 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 Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates 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

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION
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 Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate 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 Certificate in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate 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 CERTIFICATE

The Initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificates, 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 DATE SPECIFIED BELOW, the City of Taylor, Texas (the "City"), being a political subdivision, hereby promises to pay the annual installments set forth below to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 15 in each of the years, in the principal installments in the following schedule and bearing interest at the per annum rate stated above:

<u>Year</u>	<u>Principal Installment</u>	<u>Interest Rates</u>
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(Information from Sections 2 and 3 to be inserted)

The City 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 the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2019 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate 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 Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said 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 said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest and any premium on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from a limited pledge of the surplus revenues of the City's Waterworks and Sewer System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligation (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's Waterworks and Sewer System, with such amount not to exceed \$1,000 constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor of the City Council of the City and the City Clerk of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section 8, when payment of the principal of such Certificate, 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 Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged 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 Certificate as aforesaid when proper notice of redemption of such Certificates 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 Council 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 Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council of 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 Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates 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 Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates 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 Certificates and such Certificates 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 Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate 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 Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this Section, "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 of the City 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 Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (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 of the City 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 Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent. "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).

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate 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 Certificate, 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 Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificates 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 Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

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

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Chapter 1206, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement Certificate 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 Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for the Certificates issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City Council of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate 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 Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said 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, if any, may, at the option of the City, be printed on the Certificate 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 Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (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 Certificates 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 City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed 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 Certificates or the projects financed 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 Certificates, 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 Certificates or the projects financed 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 Certificates (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 Certificates 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 Certificates 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 Certificates, 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 Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days,

(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 Certificates;

(8) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates 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);

(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 Certificates) 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 Certificates 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; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(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 bonds expended prior to the date of issuance of the Certificates. 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 Certificates, 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 Certificates 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 Certificates, 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 Certificates 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 Certificates. 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 1 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 order 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 Certificates, or (2) the date the Certificates 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 Certificates. 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.

(e) Designation as Qualified Tax-Exempt Obligations. The City hereby designates the Certificates as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the City (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Certificates, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificates are issued, by the City (or any subordinate entities) will not exceed \$10,000,000; and (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

(f) Disposition of Project. The City covenants that the property constituting the projects financed with the proceeds of the Certificates 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 Certificates. 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) 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 "A" as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued.

Section 12. SALE OF CERTIFICATES. The Certificates are hereby sold to the bidder whose bid produced the lowest net effective interest rate, pursuant to the taking of public bids therefor, on this date, and shall be delivered to a syndicate of the purchaser represented by _____ (collectively, the "Purchaser") at a price of \$_____, representing the par amount of the Certificates, plus a net reoffering premium of \$_____, less an underwriter's discount of \$_____, plus accrued interest. The Certificates shall initially be registered in the name of CEDE & Co.

Section 13. 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 Certificates 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 Certificates, 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 Certificates 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 Certificates 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 Certificates 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 Certificate 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 14. ESTABLISHMENT OF CONSTRUCTION FUND AND INTEREST EARNINGS. (a) Construction Fund. A special fund or account, to be designated the City of Taylor Series 2018 Certificate of Obligation Construction Fund (the "2018 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2018 Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The Construction Fund and the Interest and Sinking Fund shall be invested in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the City's Investment Policy.

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with the Certificate proceeds for the purpose for which the Certificates are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Certificates; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be

rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated November 30, 2016 prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "B" is a substantially final form of the Paying Agent/Registrar Agreement with an attached Blanket Issuer Letter of Representation. The Mayor of the City Council of the City is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement and the City Clerk is hereby authorized to attest such agreement.

Section 17. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the City ending in or after 2018, financial information and operating data, which information and data may be unaudited, with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being the information described in Exhibit "C" hereto and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, within twelve months after the end of each fiscal year of the City ending in or after 2018. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" 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 (2) 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) 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 Certificates:
- 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 Certificates, or other events affecting the tax status of the Certificates
 - G. Modifications to rights of holders of the Certificates, if material within the meaning of the federal securities laws;
 - H. Certificate calls, if material within the meaning of the federal securities laws;
 - I. Defeasances;
 - J. Release, substitution, or sale of property securing repayment of the Certificates, 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 Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 12.02 of this Ordinance that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, 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 Certificates 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 Certificates 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 Certificates in the primary offering of the Certificates 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 Certificates 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 Certificates. 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 Certificates in the primary offering of the Certificates.

Section 19. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

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 order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and any insurance commitment letter or insurance policy. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Clerk, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order 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, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Certificates by the Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, 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 Certificates and the validity of the lien on and pledge to secure the payment of the Certificates.

Section 22. INCONSISTENT PROVISIONS. All ordinances, orders 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 Certificates, 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 Certificates.

Section 24. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 25. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 26. 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.

Section 27. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates 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 28. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 29. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificates, 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 Certificates 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 Certificates.

Section 30. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its 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 Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel, at the option of the City, be printed on the Certificate 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 Owner of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the final reading on the 12th day of July, 2018.

Mayor, City of Taylor, Texas

ATTEST:

City Clerk, City of Taylor, Texas

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested 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;
- 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;
- assure that the maximum amount of any reserve fund for any 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;
- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- maintain any official action of the Issuer (such as a reimbursement resolution) stating its 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 facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, 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.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons 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 facilities 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 tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer'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 facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"

PAYING AGENT/REGISTRAR AGREEMENT

[Please see a separate tab of this transcript]

EXHIBIT "C"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 17 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Table 1 - Valuation, Exemptions and General Obligation Debt;
- (2) Table 2 - Valuation and General Obligation Debt History;
- (3) Table 3 - Tax Rate, Levy and Collection History;
- (4) Table 4 - Ten Largest Taxpayers;
- (5) Table 5 - Tax Adequacy;
- (6) Table 6 - Pro-Forma General Obligation Service Requirements;
- (7) Table 9 - General Fund Revenues and Expenditure History;
- (8) Table 10 - Municipal Sales Tax History;
- (9) Table 11 - Current Investments;
- (10) Appendix B - Excerpts from the City's Annual Financial Report

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.



City Council Meeting
July 12, 2018
Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Consider awarding bid for HOME construction projects.

Council Action to be taken: Award bids as recommended

Initiating Department: Development Services

Staff Contact: Tamera Baird – Building Official

1. INTRODUCTION/PURPOSE

The Purpose of this item is to award a bid to RM Quality Construction dba Randy Malouf Builder to build four (4) homes with HOME grant funds that have already been secured.

The four addresses are:

- 508 Barker Street.
- 116 1st Avenue.
- 118 Royal Street.
- 602 Mariposa Lane.

2. DESCRIPTION/ JUSTIFICATION

The City receives HOME funds through a contract with Texas Department of Housing and Community Affairs, this allowed the City to participate in a competitive HOME HRA award program. In 2017, the City received allocated funding for the four (4) homes listed above.

The city retained Langford Community Management Services, Inc. to administer these contracts.

The City has participated in the HOME program since 2004 and has completed 25 homes through this program.

The HOME Program provides funding of up to \$85,000 for the hard cost construction for each of the four (4) Three Bedroom homes. In addition, this grant, covers reasonable soft cost such as title work, recording fees, appraisals, surveys and Langford soft cost as well as the 4% administration fee based off of the

Construction costs. The City is able to assist Homeowners and Persons with Disabilities, whose household income does not exceed 60% of the Area Median Family Income (AMFI). The grants provide brand new construction, complying with energy efficient rules, current adopted construction codes along with modifications for accessibility, such as handicapped style bathrooms, no-step entries into the home and walkways leading from a parking pad to the front home entry.

A bid opening was held on June 28th, 2018 at the City of Taylor City Hall. A total of one (1) construction company submitted a bid. This bid was from RM Quality Construction dba Randy Malouf.

The low bidder for purposes of these HOME funded houses/contract awards is awarded based upon responsive and responsible bidder offering the lowest base bid price. As a side note, Randy Malouf Builder was responsible for the construction of the last round of HOME house built.

The following base bids were received:

\$85,000.00 for 508 Barker Street.
\$85,000.00 for 116 1st. Avenue.
\$85,000.00 for 118 Royal Street.
\$85,000.00 for 602 Mariposa Lane.

Four (4) alternate bid items were listed per each of the above home with all being the same with the same pricing schedule:

Alternate 1: Gutters Pricing listed: \$2500.00
Alternate 2: Carport Pricing Listed: \$8500.00
Alternate 3: Garage Pricing Listed: \$10,000.00
Alternate 4: Handicapped No-Step Shower: \$3500.00

The alternates, other than the garages, are yet to be decided upon. This will be done during a pre-construction meeting.

3. FINANCIAL/BUDGET

The City's match obligation per each home is the following:

508 Barker (3 bedroom)	116 1 st Ave. (3 bedroom)	118 Royal (3 bedroom)	602 Mariposa (3 Bedroom)
Demolition (4250.40)	Demolition (4250.40)	Demolition (4250.40)	Demolition (4250.00)

Site Preparation (1591.20)	Site Preparation (1591.20)	Site Preparation (1591.20)	Site Preparation (1591.20)
Waiving of Fees and Permits plus additional cash (6,908.40)	Waiving of Fees and Permits plus additional cash (\$6908.40)	Waiving of Fees and Permits plus additional cash (\$6908.40)	Waiving of Fees and Permits plus additional cash (\$6908.40)
Total 12,750.00	Total 12,750.00	Total 12,750.00	Total 12,750.00

The city match is based off of 15% of the hard cost of construction. The numbers above reflect the match letter that the city turned in to Texas Department of housing and Community Affairs.

4. TIMELINE CONSIDERATIONS

The Homes are scheduled to be completed by or around January 30th, 2019.

5. RECOMMENDATION

Staff recommends the award of 4 HOME Contracts to RM Quality Construction, dba Randy Malouf Builder, with the Total Base bid amounts of \$340,000.00

\$85,000.00 for 508 Barker Street.

\$85,000.00 for 116 1st Avenue.

\$85,000.00 for 118 Royal Street.

\$85,000.00 for 602 Mariposa Lane.

All homes listed above are under the HOME Program Contract Number 1002602

6. ATTACHMENTS

6a [Resolution](#)

6b [Bid Tab](#)

RESOLUTION R18-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AUTHORIZING APPROVAL OF THE BUILDING CONTRACTOR AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.

WHEREAS, the City of Taylor advertised for bids in accordance with all state and federal procurement laws; and

WHEREAS, the bid opening for the HOME PROGRAM was held at 11AM on JUNE 28, 2018.

WHEREAS, Four (4) houses were included in the bid.

WHEREAS, ONE (1) bid was received by the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS;

- 1) The City of Taylor awards the construction to RM Quality Construction dba Randy Malouf Builder who submitted a base bid of \$85,000.00 per home for Four (4) Three bedroom homes.
- 2) The City of Taylor will contribute, per their match requirements, a total of \$12,750.00 per home.
- 3) This amount may be a combination of in-kind services and cash contribution.
- 4) Every home will have an attached garage which may be included as part of the match requirements.
- 5) The addresses of the homes assisted are as follows:
 - 508 Barker St.
 - 116 1st Ave.
 - 118 Royal St.
 - 602 Mariposa Ln.

Passed and approved this ____ day of _____, 2018.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

City of Taylor Bid Tab

1002602

Home Program

June 28th 11AM

RM Quality Construction BIDDER	Base Bid with city doing demo and site preparation on all homes					
	118 Royal	116 1st	602 Mariposa	508 Barker		
Base Bid	\$85,000.00	\$85,000.00	\$85,000.00	85,00.00		
ALT 1 (add) - Gutters	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00		
ALT 2 (add) Carport	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00		
ALT 3 (add) Built out Garage	\$10,000.00	\$10,000.00	\$10,000.00	10,000.00		
ALT 4 (add) Handicapped No-Step or Low-Step shower	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00		
Total base bid for all 4 homes=	Total for all 4 homes is 340,000.00					
Total Alt 3 Garage for all 4 homes=	Total Alt 3 Garage for all 4 homes= 40,000.00					

Bid opening Attendees

Certified by Karen Rego

Karen Rego

Rosemarie Dennis

Tamera Baird



City Council Meeting July 12, 2018

STRATEGIC PILLAR

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

Agenda Item #: 7
Agenda Title: Continue Budget discussion on proposed FY 2018/2019 budget and CIP

Council Action to be taken: Consider budget discussions and take possible action.

Department Submitted: City Administration

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

1. PURPOSE/DESCRIPTION

This item is a continuation of the FY 2018/2019 Budget and CIP Projects. The following items will be addressed:

- Staff will provide an update on previous and current budget questions presented by City Council and note any fund changes to the budget.
- Jennifer Ritter, the City's financial advisor, will discuss bonding opportunities with City Council.
- Staff will ask for direction from City Council on capital project selections and their respective funding mechanisms, specifically "pay-as-you-go" or bond issuance for specific projects.

2. STAFF ANALYSIS (Why and How)

In response to new inquiries presented at the June 28th Council meeting, further research and discussion with various departments and HDR was completed to provide the necessary information for City Council.

3. RECOMMENDATION

Staff is seeking guidance from City Council on FY 2018/2019 budget items.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

Council held the first budget workshop on June 21st with a second meeting held on June 28th.

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

N/A

8. ATTACHMENTS

- 7a. Responses to Council Budget Questions
- 7b. Bond Funding Opportunities (Separate Cover)

**BUDGET DISCUSSION AND CIP ITEMS
UNDER SEPARATE COVER.**



City Council Meeting July 12, 2018

STRATEGIC PILLAR

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

Agenda Item #: 8

Agenda Title: Receive and update on Skate Park project concepts

Council Action to be taken: Receive an update on Skate Park project concepts.

Department Submitted: Administration

Staff Contact: Isaac Turner, City Manager
Kelly Kaatz, HDR

1. PURPOSE/DESCRIPTION

This item provides an update on the project concepts for Landscape Architecture elements around the perimeter of the skate park. Word+Carr Design Group will present three concepts they have drafted and recommend a path forward to proceed into design development to advance the project to construction.

2. STAFF ANALYSIS (Why and How)

The design committee consists of Word+Carr Design Group, City staff, HDR staff, Brent Humphreys, Jonathan Rose, and Chisum Pierce. Word+Carr presented 3 concepts for landscape design elements around the skate park and a phasing plan. A meeting was held with the design committee and the concepts were reviewed. Mr. Pierce was unable to attend and a follow up meeting was held with Mr. Pierce to obtain feedback and discuss the options to landscape the east edge of the Skate Park bowl.

3. RECOMMENDATION

Receive and discuss alternative concepts and accept the recommended concept to advance to the next phase of design development.

4. FUNDING SOURCE

N/A

5. TIMELINE

6/8/2017 – Council awarded DB contract to Evergreen Skate Parks

2/5/2018 – Baird/Williams contracted to design perimeter improvements consisting of downtown street improvements and skate park improvements.

2/23/2018 – Evergreen Skate Park Change Order 001 approved for rest of Skte Park improvements – BW directed to focus on downtown street improvement design.

3/8/2018 – Substantial completion of Skate park walk through completed.

6. PRIOR COUNCIL ACTION TAKEN

06/08/2017 – Council awarded the Design-Build contract to Evergreen Skate Parks

11/09/2017 – Council approved a Guaranteed Maximum Price of \$412,000 for the Skate Park and drainage improvements associated with the Skate Park.

03/22/2018 – Council took no action on a change order to the Evergreen contract.

5/24/2018 – Council approved proposal for Landscape Architecture design for Skate Park with Word+Carr Design Group.

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

- Accept the recommended plan with revisions as directed by the City Council.
- Reject the recommended plan and request new concepts be developed.

8. ATTACHMENTS

8a [Skate Park Update](#)

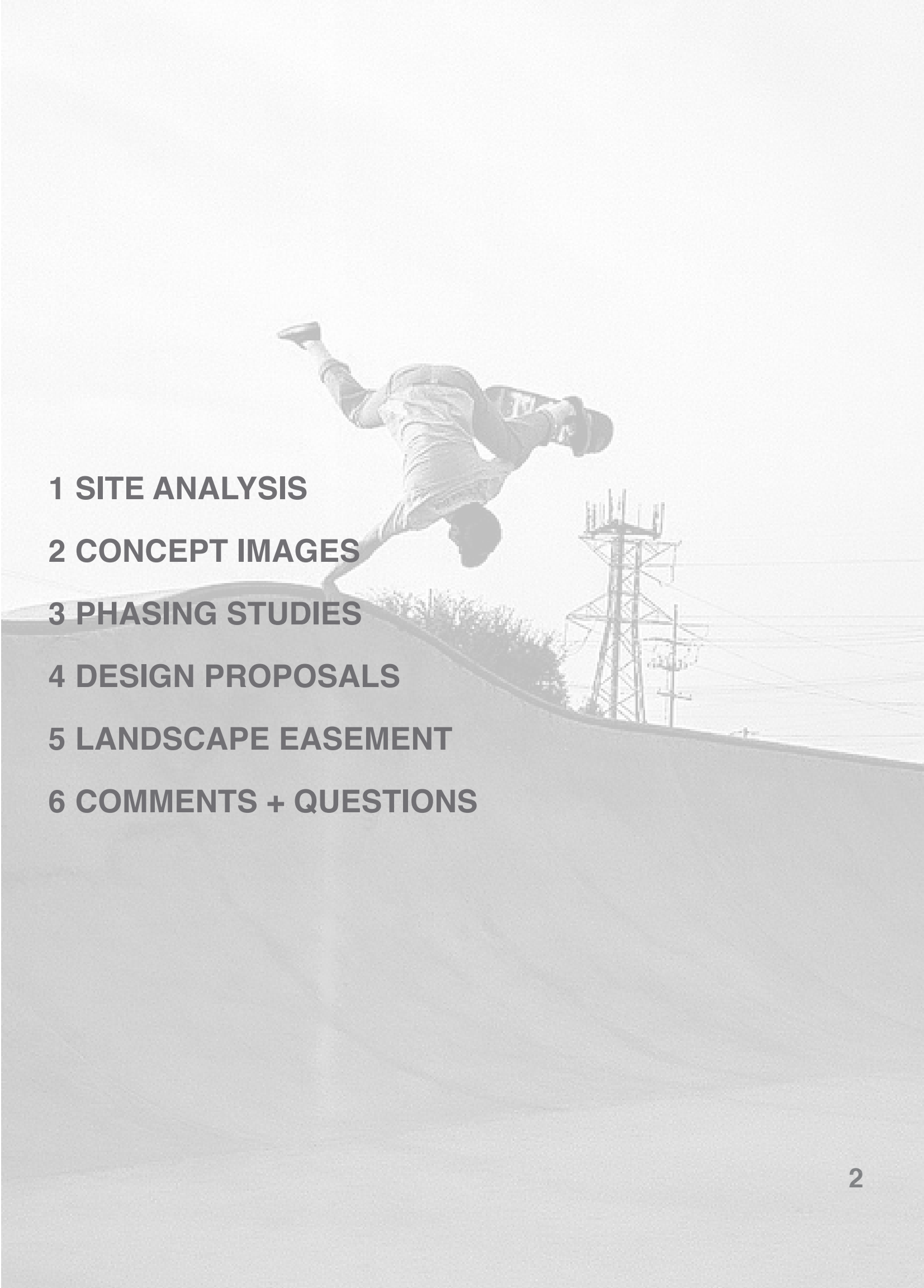


City of Taylor Skate Park

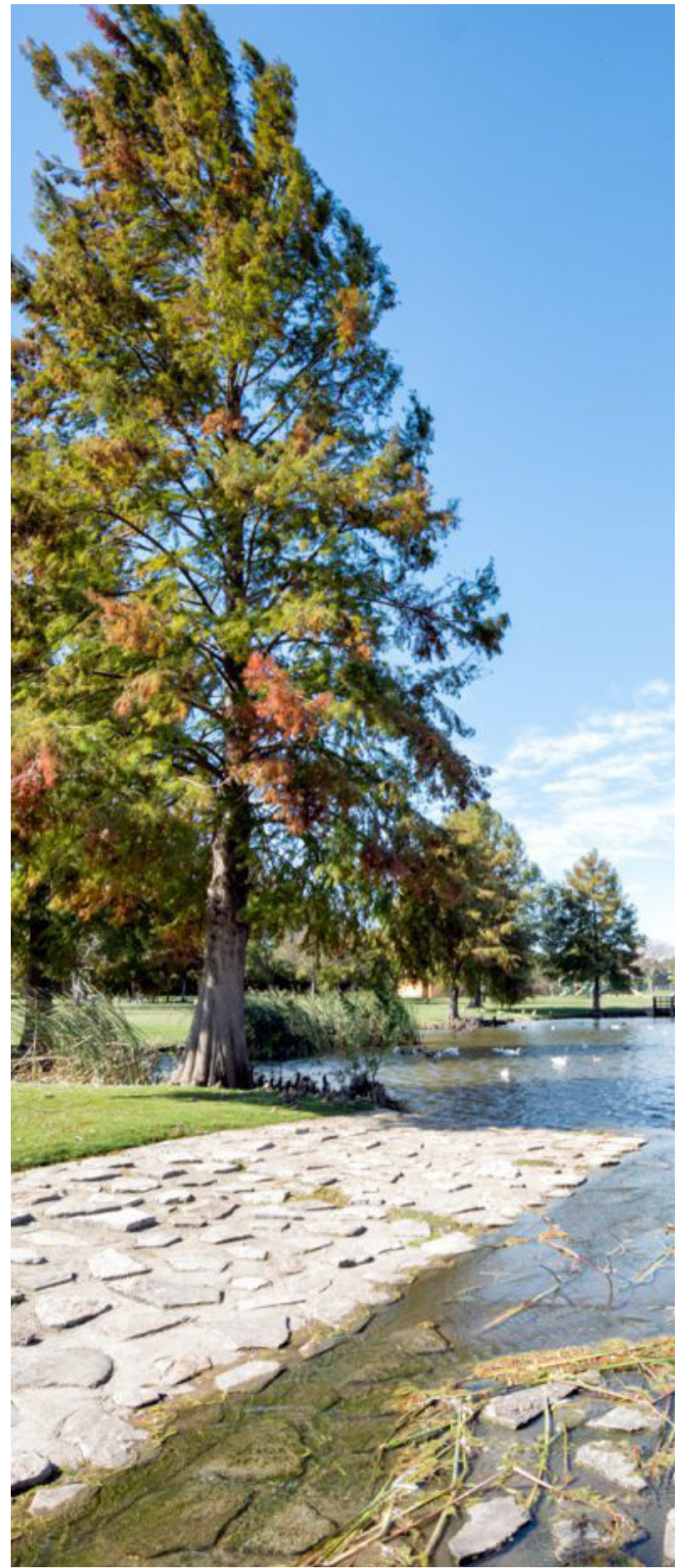
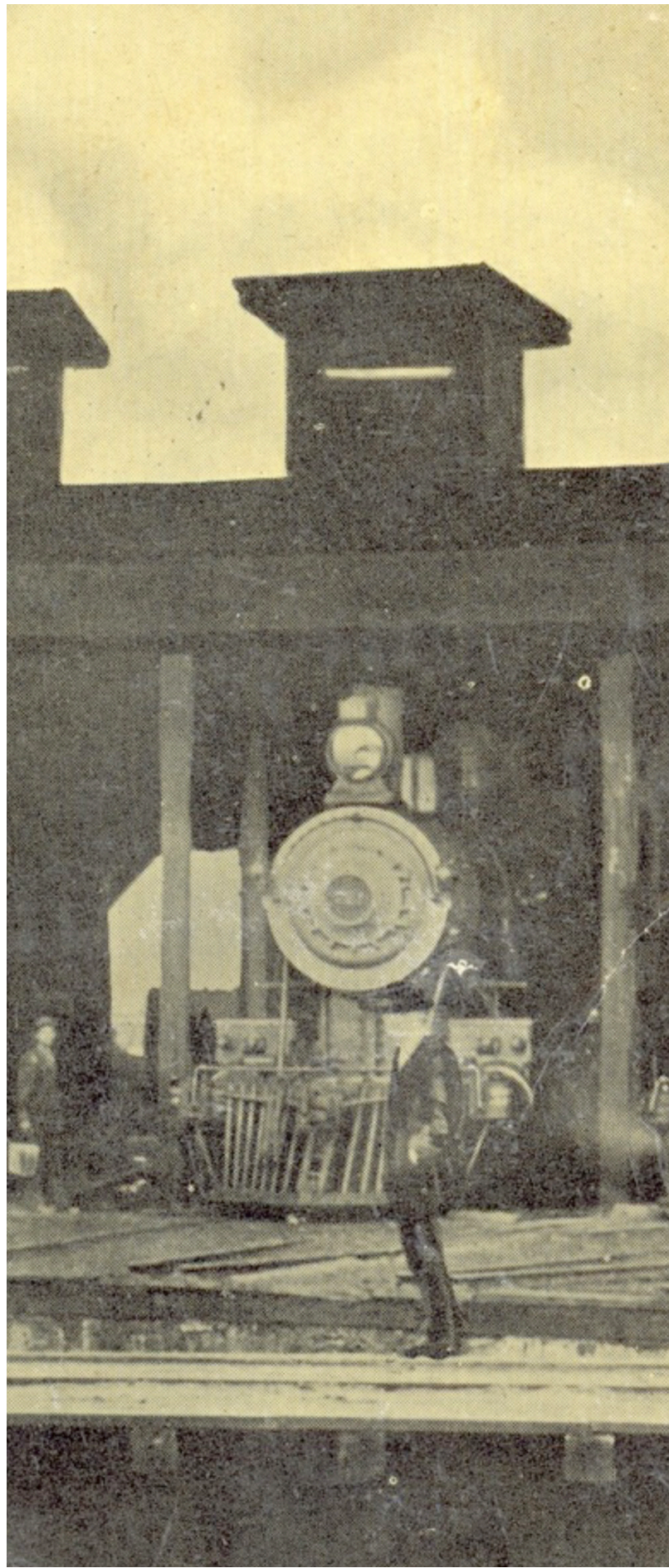
LANDSCAPE ARCHITECTURE

Schematic Design Presentation

12 JULY 2018

- 
- 1 SITE ANALYSIS
 - 2 CONCEPT IMAGES
 - 3 PHASING STUDIES
 - 4 DESIGN PROPOSALS
 - 5 LANDSCAPE EASEMENT
 - 6 COMMENTS + QUESTIONS

Site Analysis

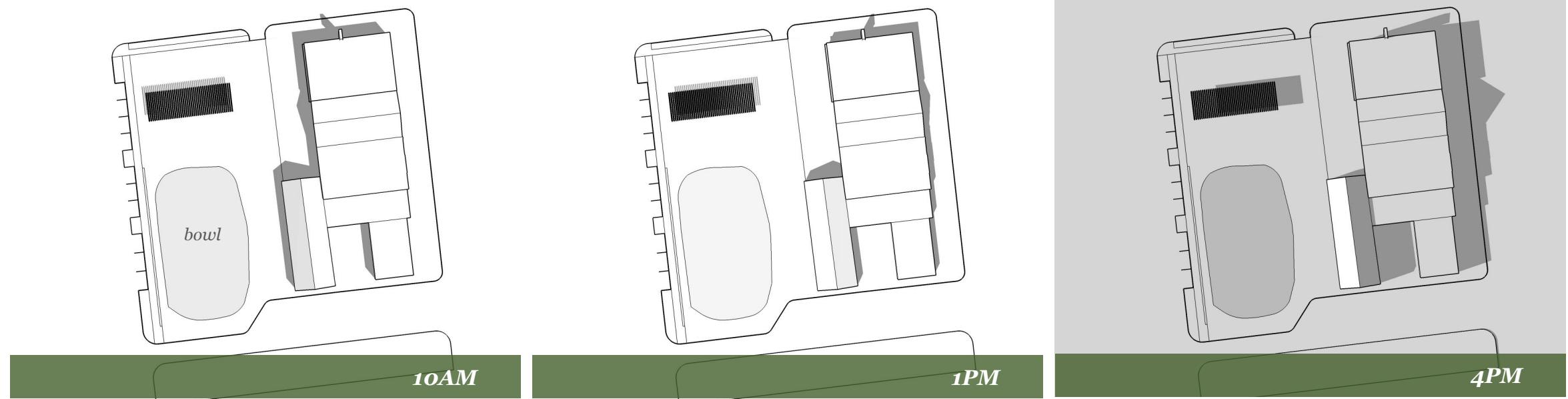




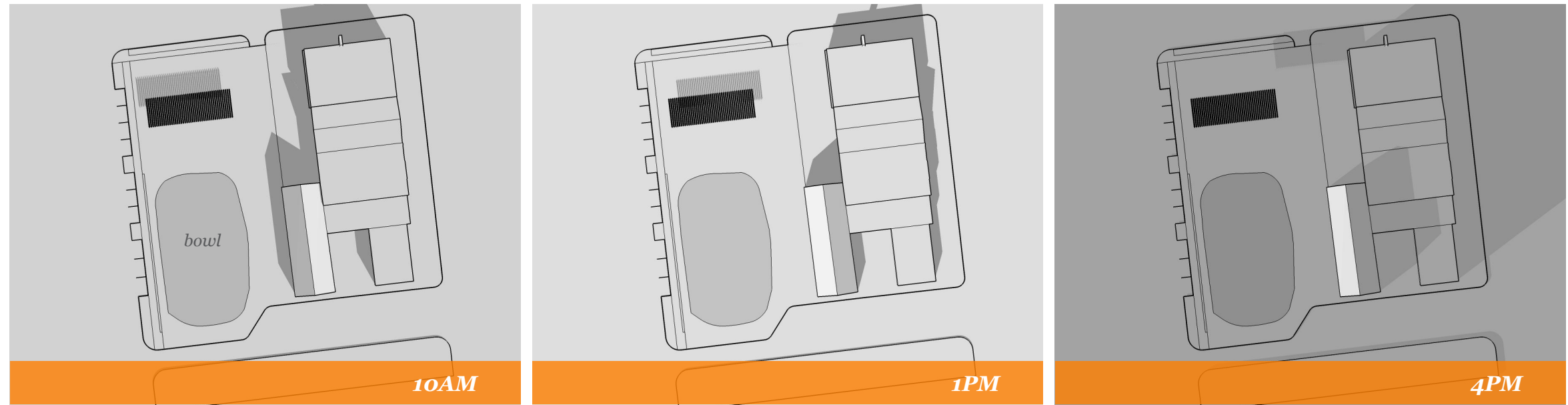




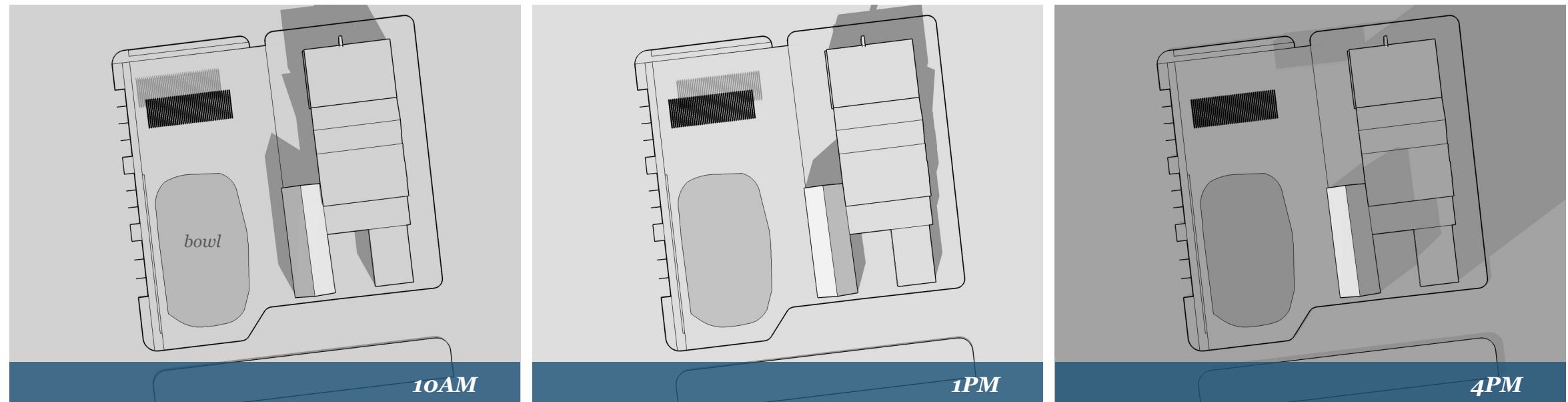
SUMMER
June 21st



FALL
September 21st



WINTER
December 21st





Indicator map



PIERCE PROPERTY +
SKATEPARK ARRIVAL

APPROACH TOWARDS SITE
FROM HERITAGE PARK



OPPORTUNITY TO SCREEN SKATE PARK
FOR TENANTS' PRIVACY

SCREEN

VIEW OF SITE FROM
EXISTING PARKING LOTS

24" GRADE CHANGE FROM
SIDEWALK ON E. 4th St.

ISSUES

NO DEFINED EDGES



FENCES + SCREENS
SIGNAGE
PLANTING
STEPS

TENANT EXPOSURE, NO PRIVACY



SCREENING STRUCTURES
PLANTINGS
TREES

GRADE CHANGE



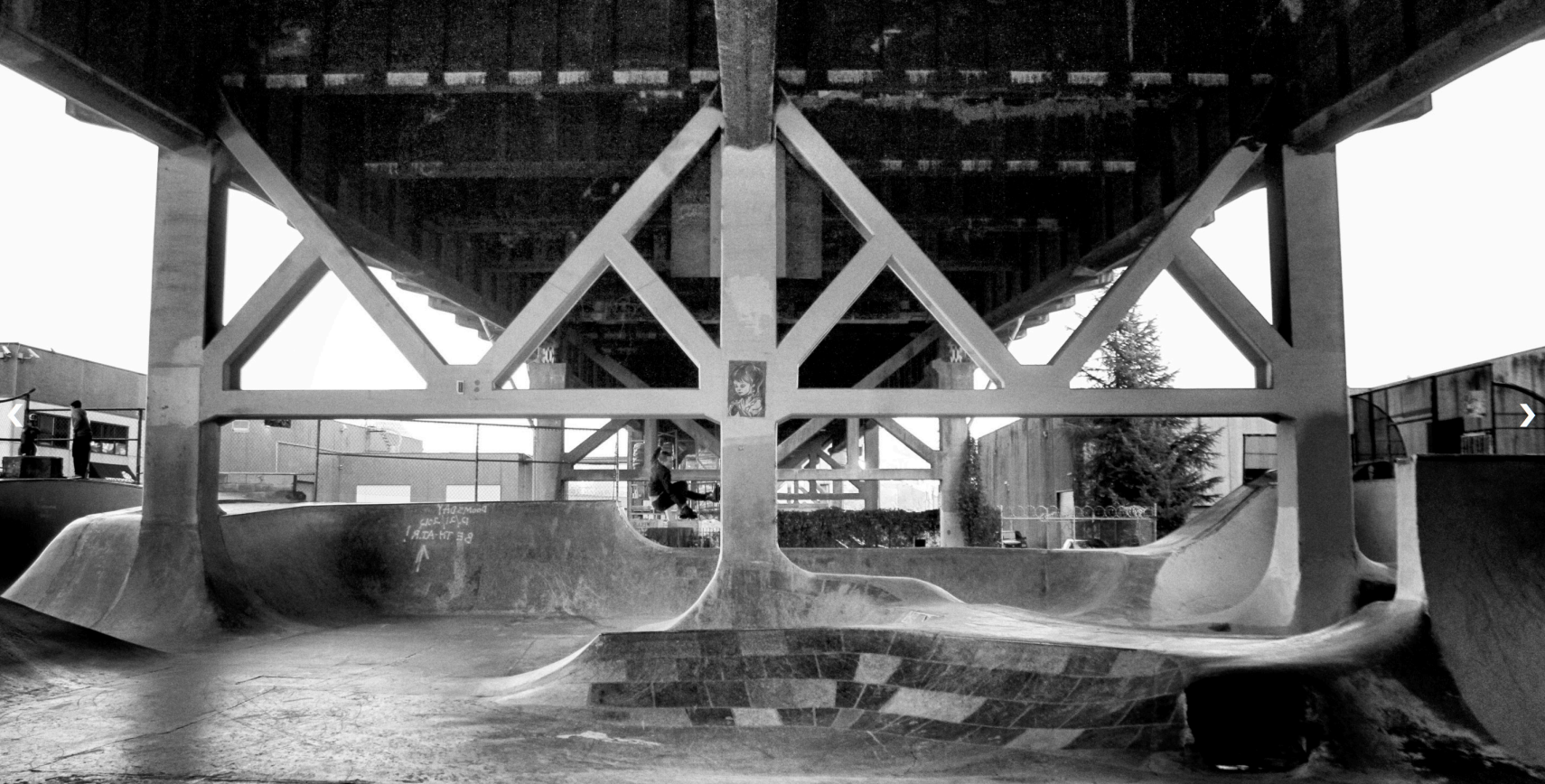
STEPS
GRADING
PROGRAM

LACK OF SHADE



SHADE STRUCTURES
TREES

Concept Images



Burnside Skatepark



Lynch Family Skatepark



House Park Skatepark



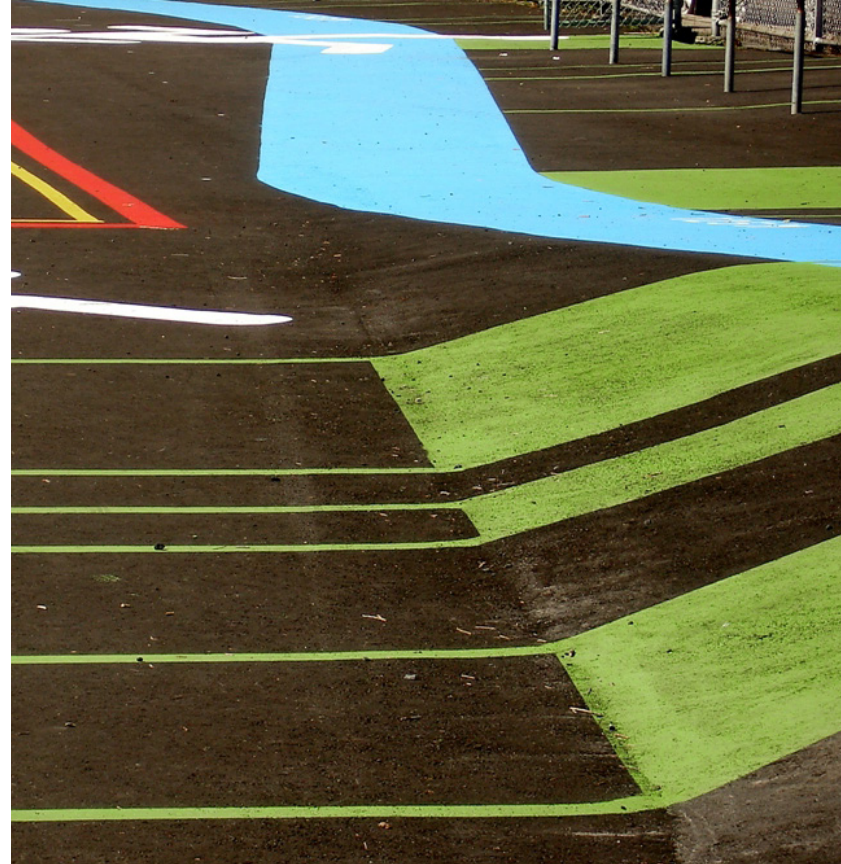
Hubbard Homestead Park



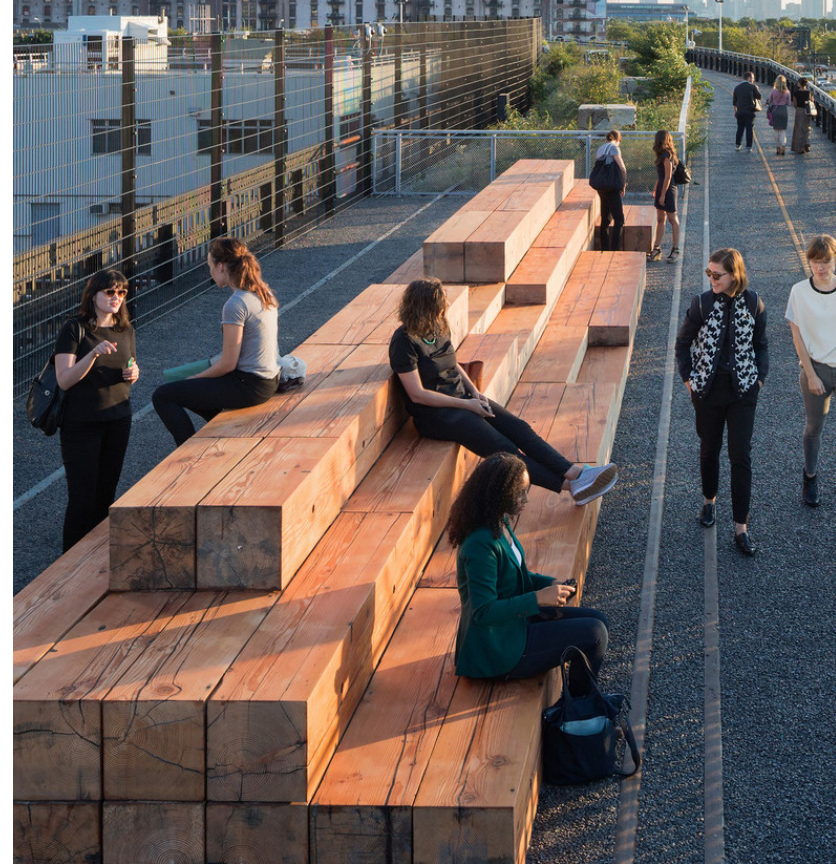
Denver Skatepark



Fences + Screens



Paving Materials



Seating Opportunities



Shade Structures



Planting Design



Food Trucks



Containers + Event Space



Skatepark Precedents

Phasing Studies



PHASE 1 | BASE DESIGN

*Streetscape improvements, ornamental
planting, south shade structure, landscape
easement*



PHASE 2 | PARK + PIERCE PROPERTY IMPROVEMENTS

*Addition to south shade structure,
east landscape*



PHASE 3 | PIERCE PROPERTY IMPROVEMENTS

*Remaining landscape - event lawn, garden
space, hangar structure, north shade structure*

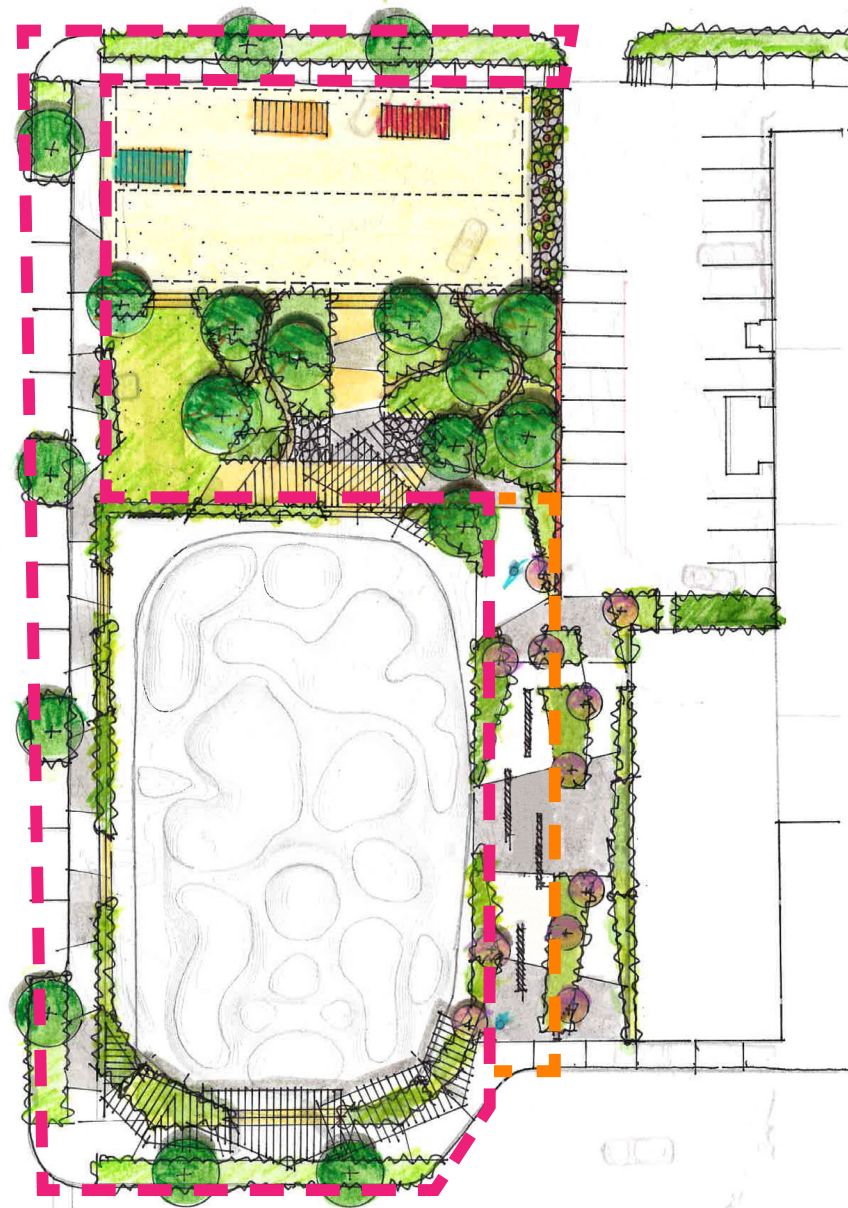
PHASING

Design Proposals



EAST FOURTH STREET

PORTER STREET



EAST THIRD STREET

A | HANGAR PLAZA

EAST FOURTH STREET

PORTER STREET



EAST THIRD STREET

B | STRATA

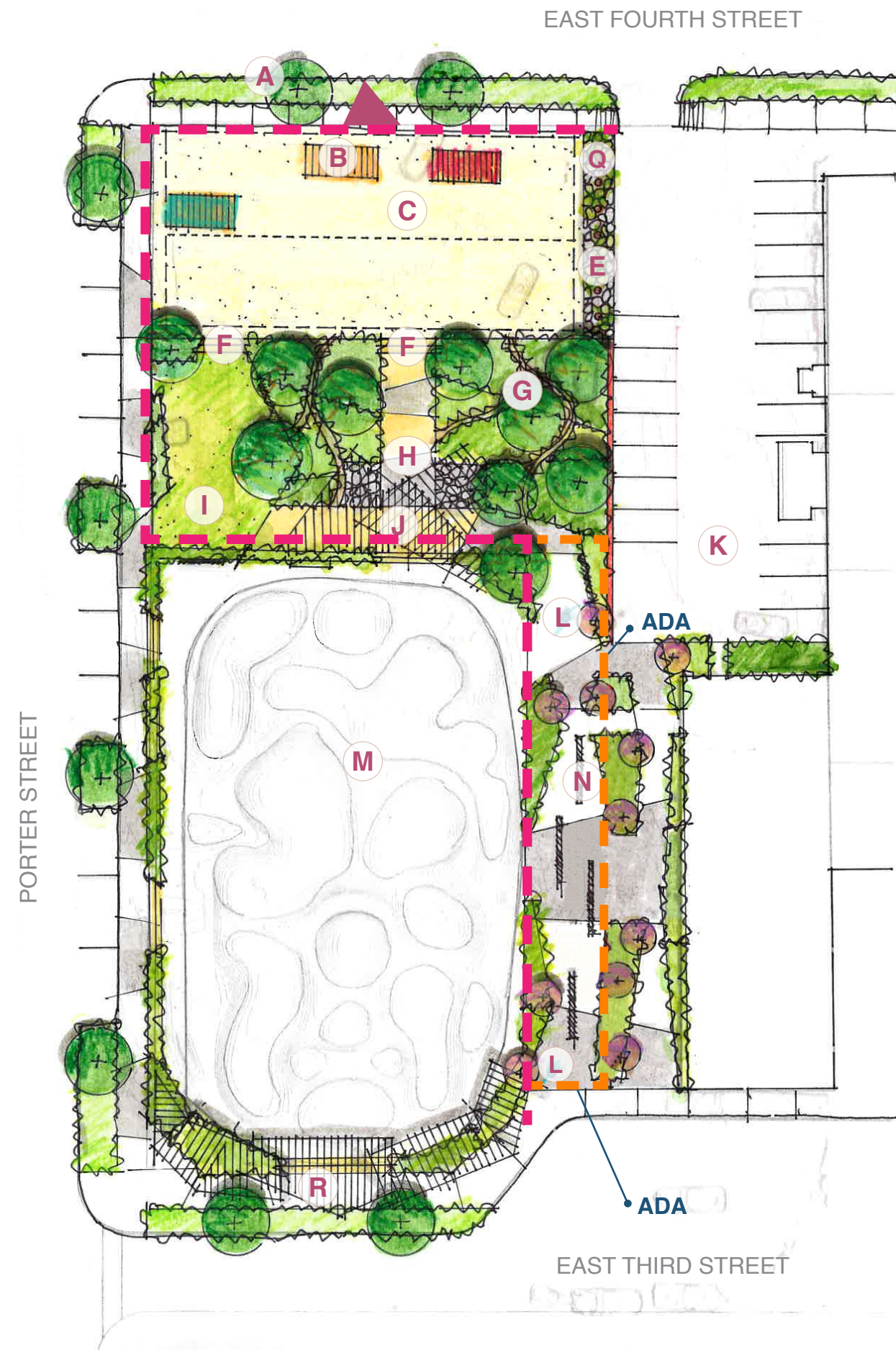
EAST FOURTH STREET

PORTER STREET



EAST THIRD STREET

C | BOWLS + BERMS



LEGEND

- A** Street Trees + Planting
- B** Shipping Container / Retail
- C** Gravel or Decomposed Granite
- D** Food Truck
- E** Recycled Concrete
- F** Steps
- G** Courtyard Trees
- H** Paving
- I** Event lawn
- J** Shade Structure
- K** Parking
- L** Water Fountain
- M** Bowl
- N** Benches
- O** NOT USED
- P** NOT USED
- Q** Bike Racks
- R** Shade Structure South



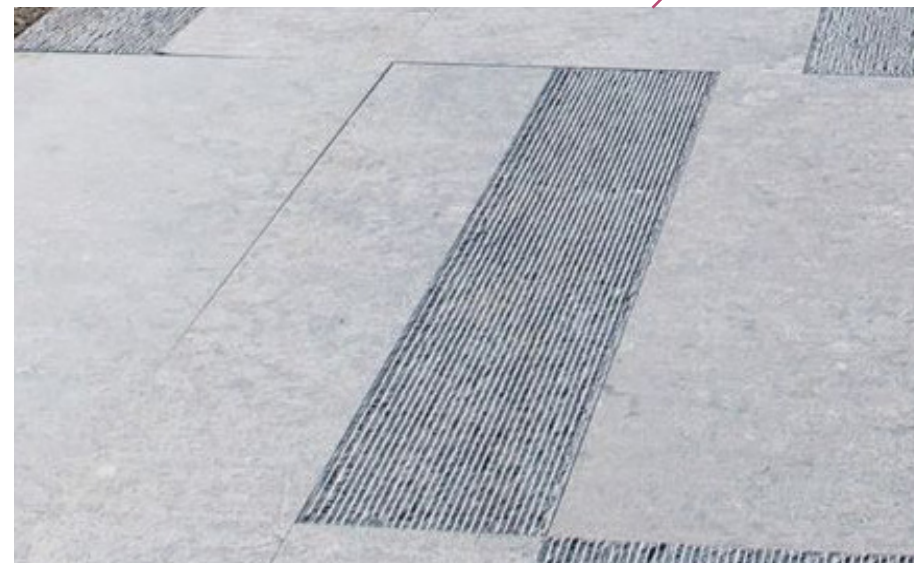
Industrial Shade Structure / Flexible Space



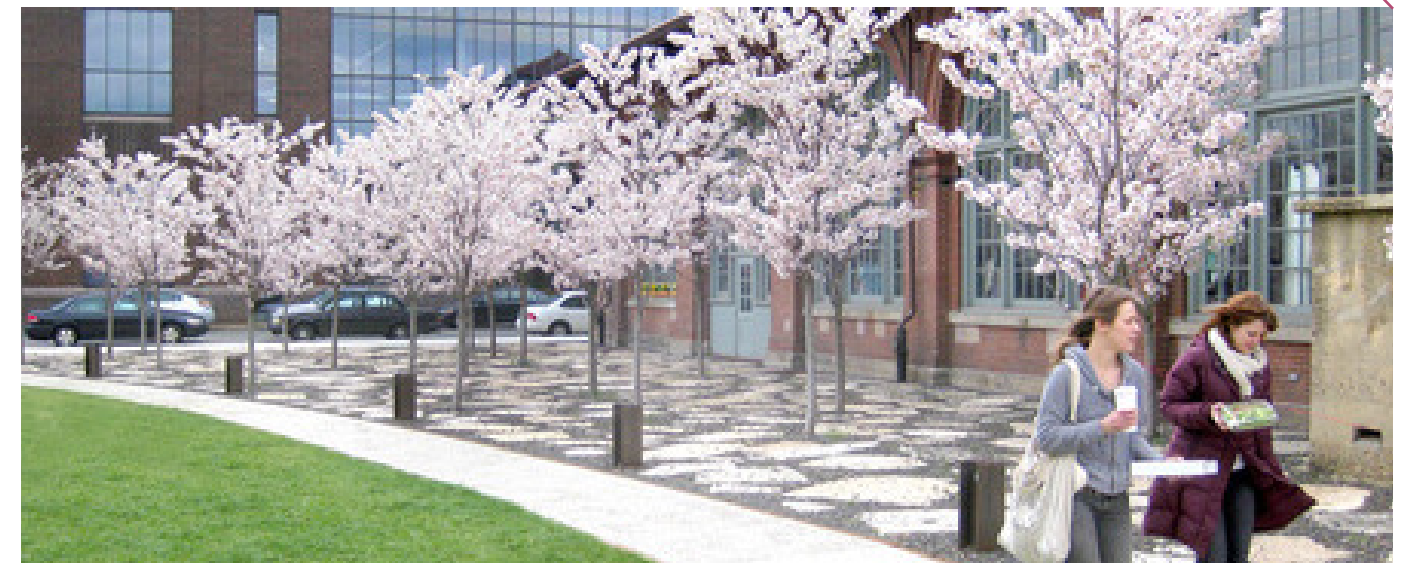
Re-purposed Shipping Containers



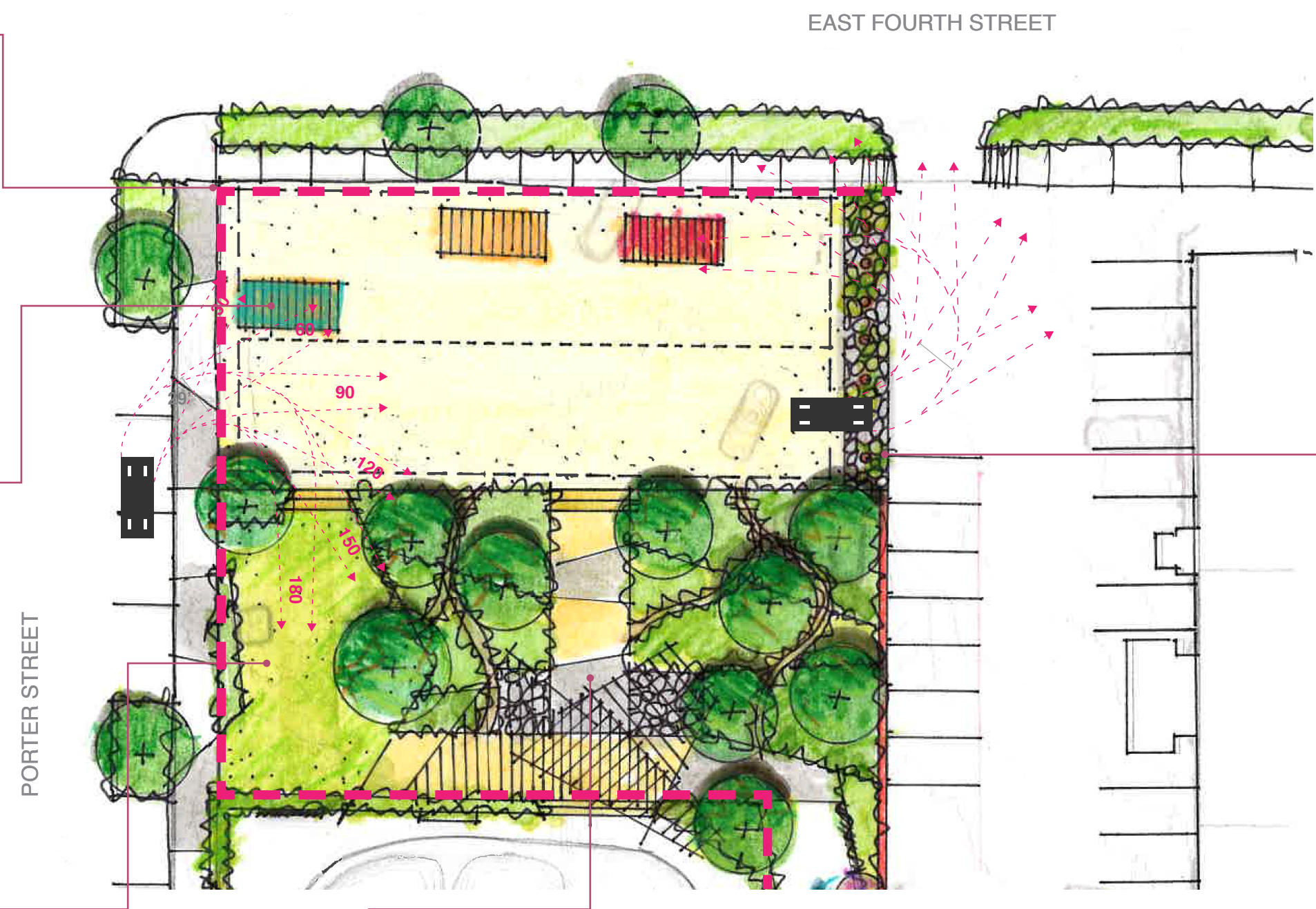
Lawn for movie screenings and events



Concrete Paving



Re-purposed Concrete





Plantings



Streetscape Trees

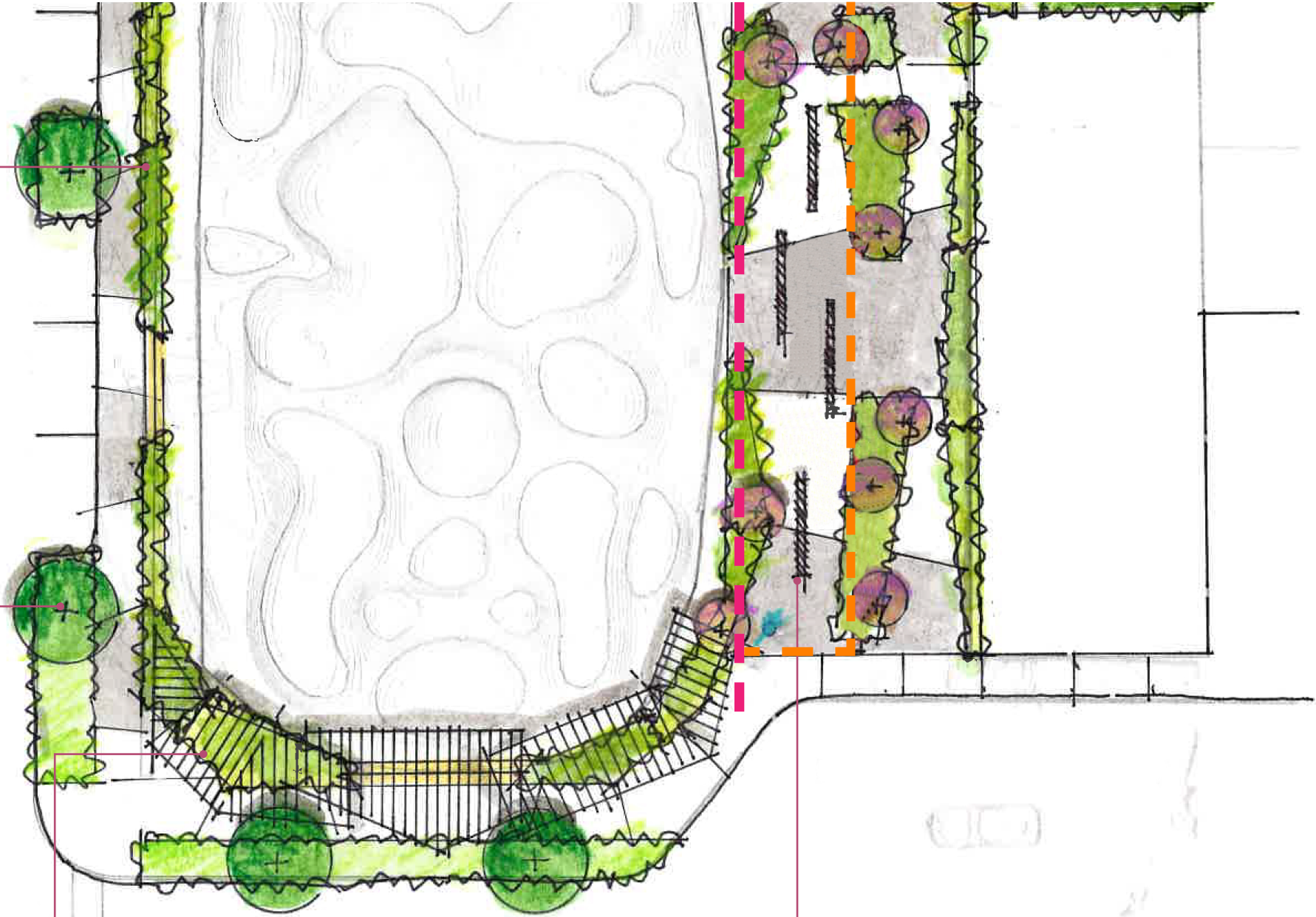


Shade Structure + Vegetation

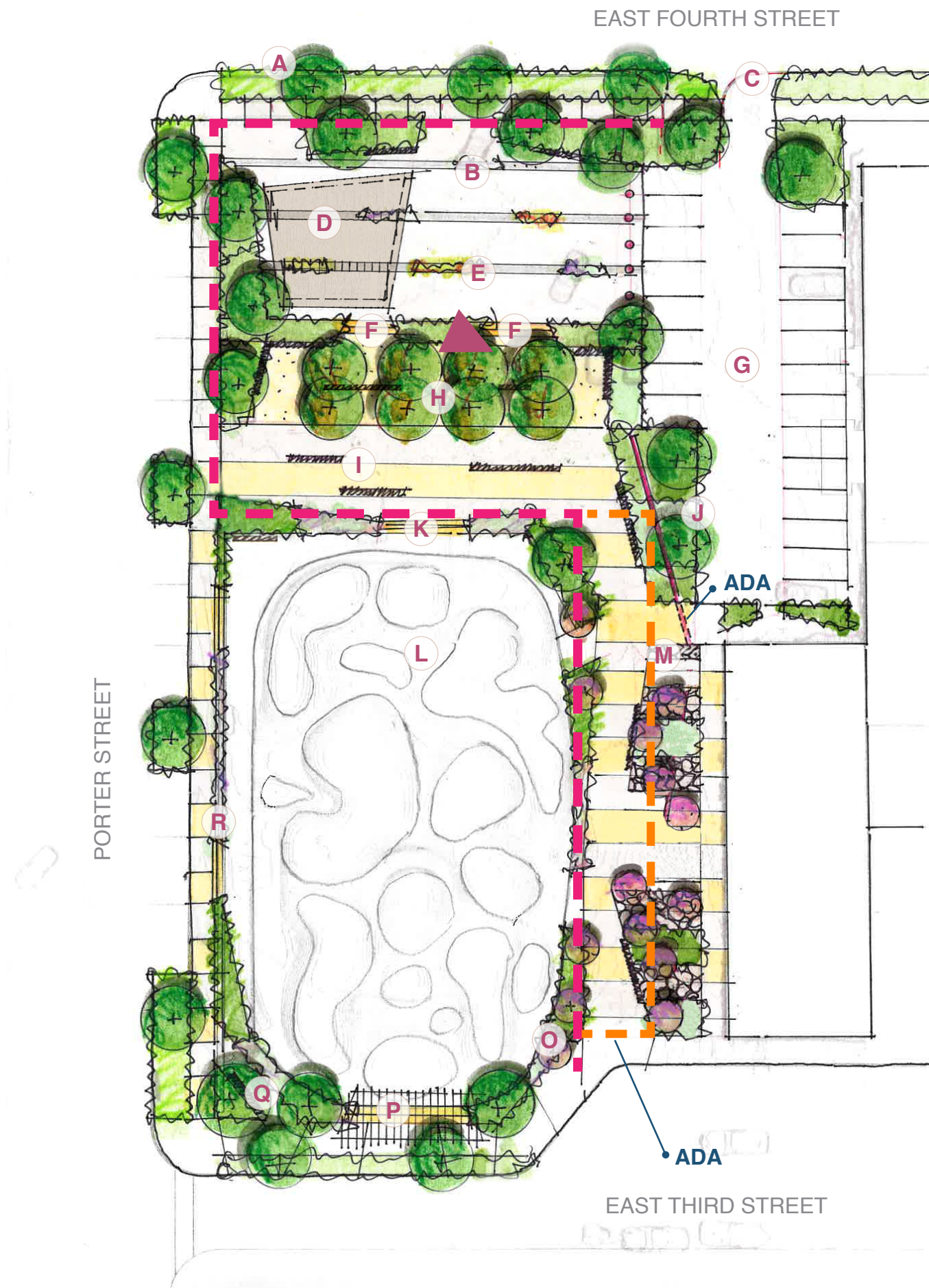


Re-purposed Materials

PORTER STREET



EAST THIRD STREET

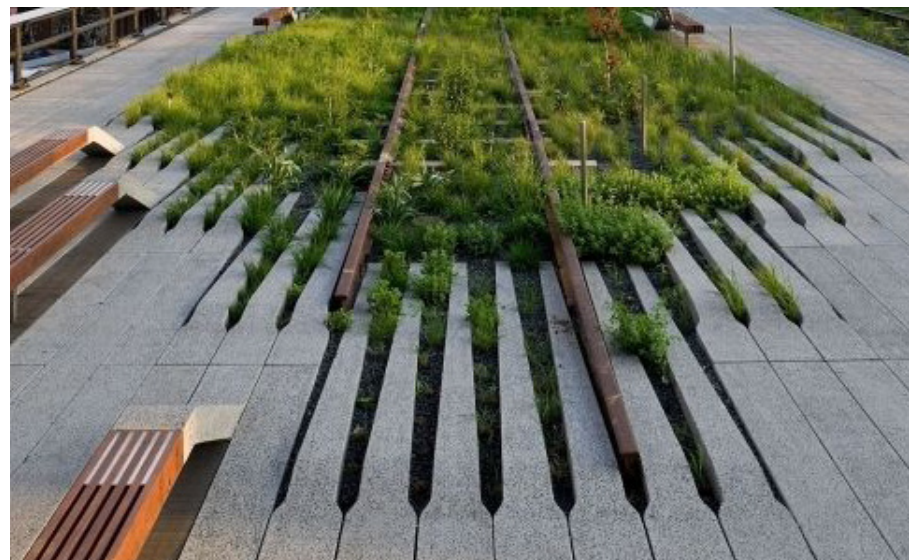


LEGEND

- A** Street Trees + Bands of Planting
- B** Paving w/ Gravel + Planting
- C** Proposed Curb cut
- D** Shade Structure
- E** Planting
- F** Steps
- G** Parking
- H** Courtyard Trees
- I** Benches
- J** Bike Racks
- K** Steps
- L** Bowl
- M** Recycled Concrete
- N** NOT USED
- O** Southern Planting
- P** Shade Structure
- Q** Street Trees
- R** Bowl Perimeter Wall
- S** NOT USED



Canvas Shade Structure



Landscape "Bands" of Gravel + Planting



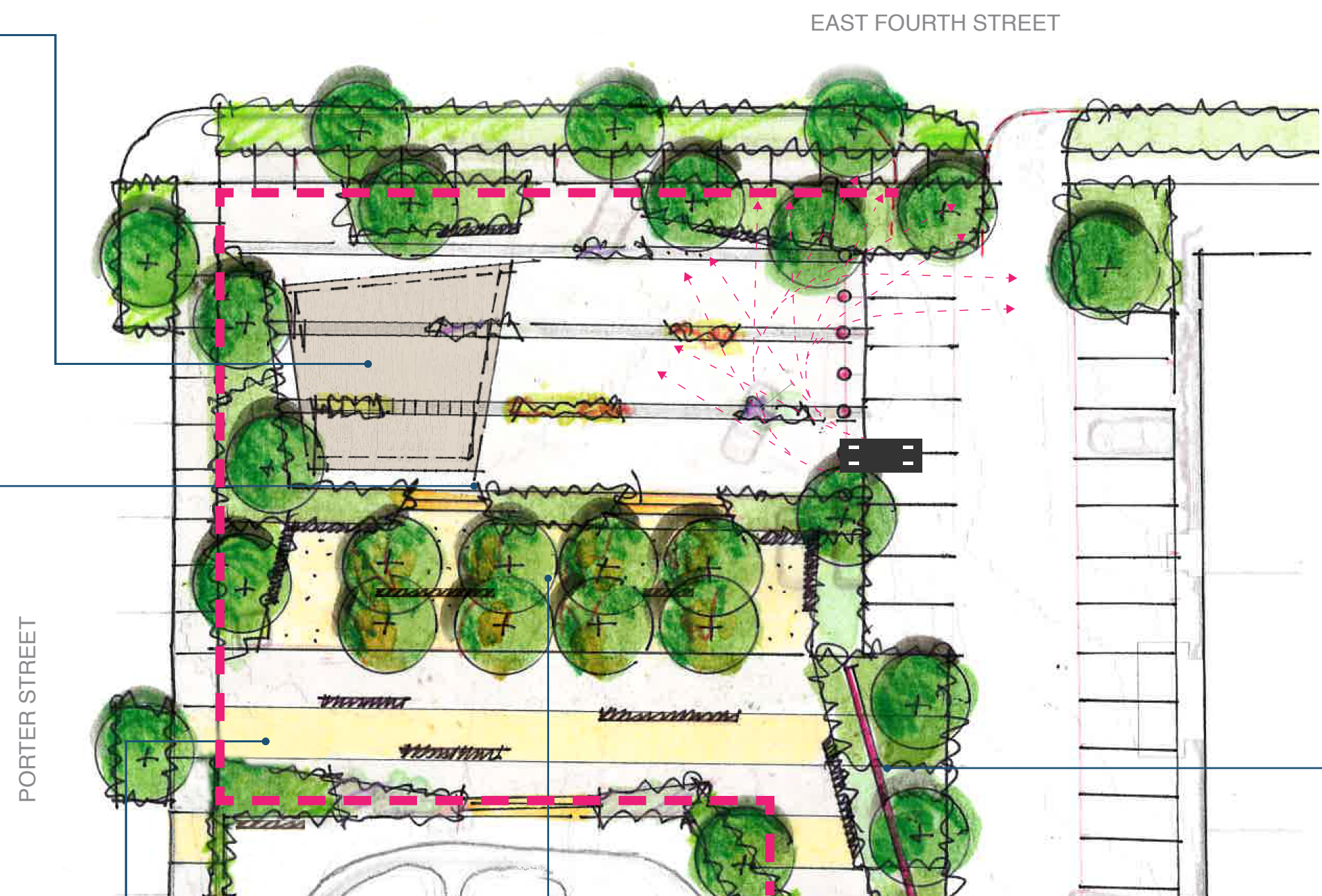
Courtyard Seating



Courtyard Trees for Shade



Chain-link Fence as Color





Plantings



Bowl Fence



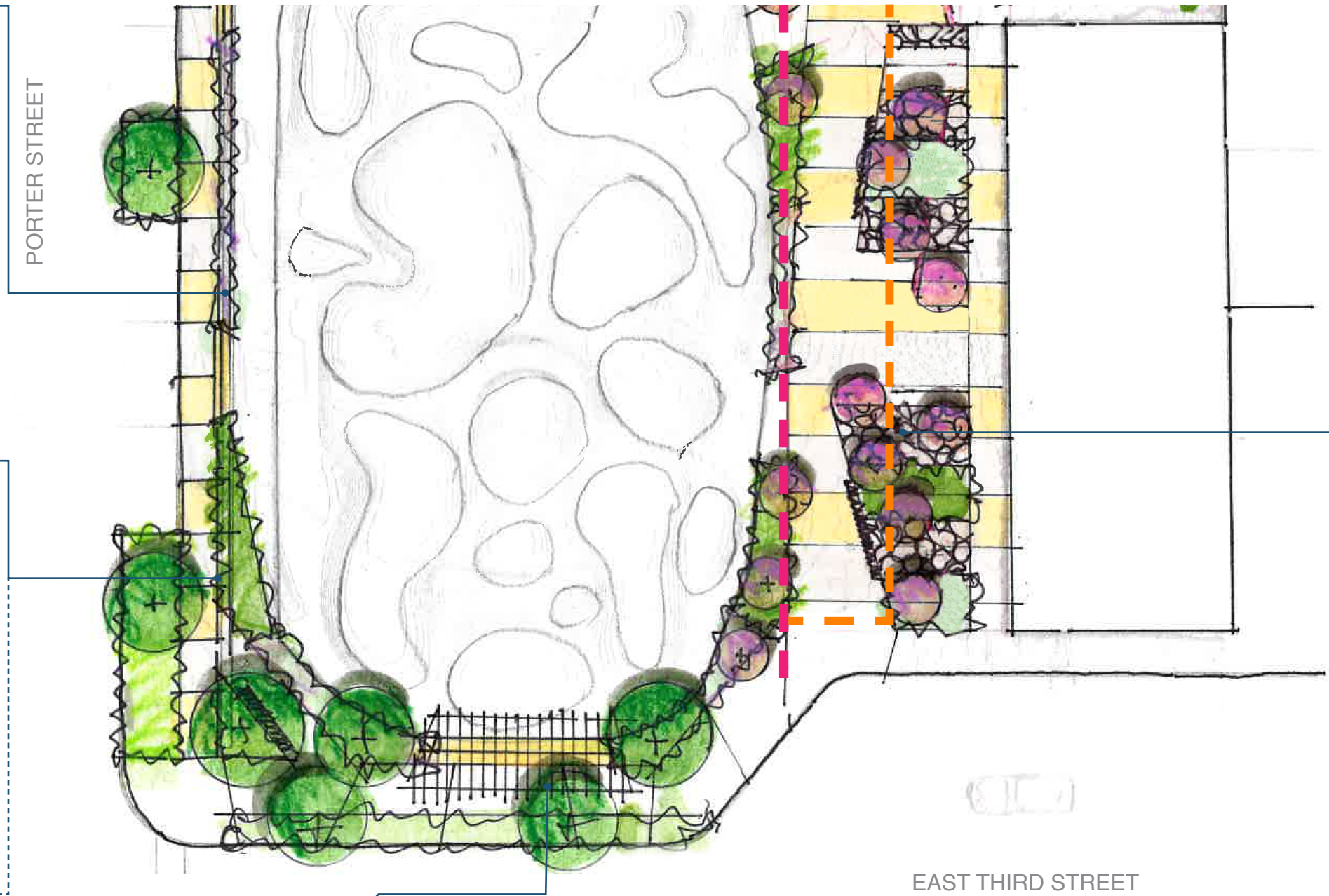
Bowl Retaining Wall



Shade from Structures + Trees



Garden Spaces





LEGEND

- A** Street Trees + Planting
- B** Planting
- C** Proposed Curb cut
- D** Decomposed Granite Courtyard
- E** Seating Berm
- F** Steps
- G** Courtyard Trees
- H** Shade Structure
- I** Parking
- J** Lawn
- K** Steps
- L** Bowl
- M** Fence / Screen
- N** NOT USED
- O** Planting
- P** Water Fountain
- Q** Shade Structure South
- R** Bike Racks



Food Truck + Dining Courtyard



Berm Plantings

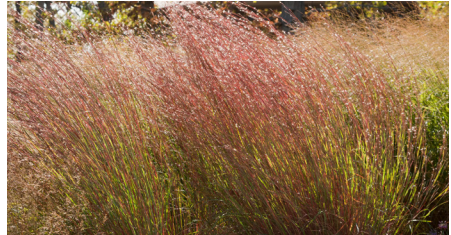


Berm Lawn + Seating



Steel Shade Structure





Plantings



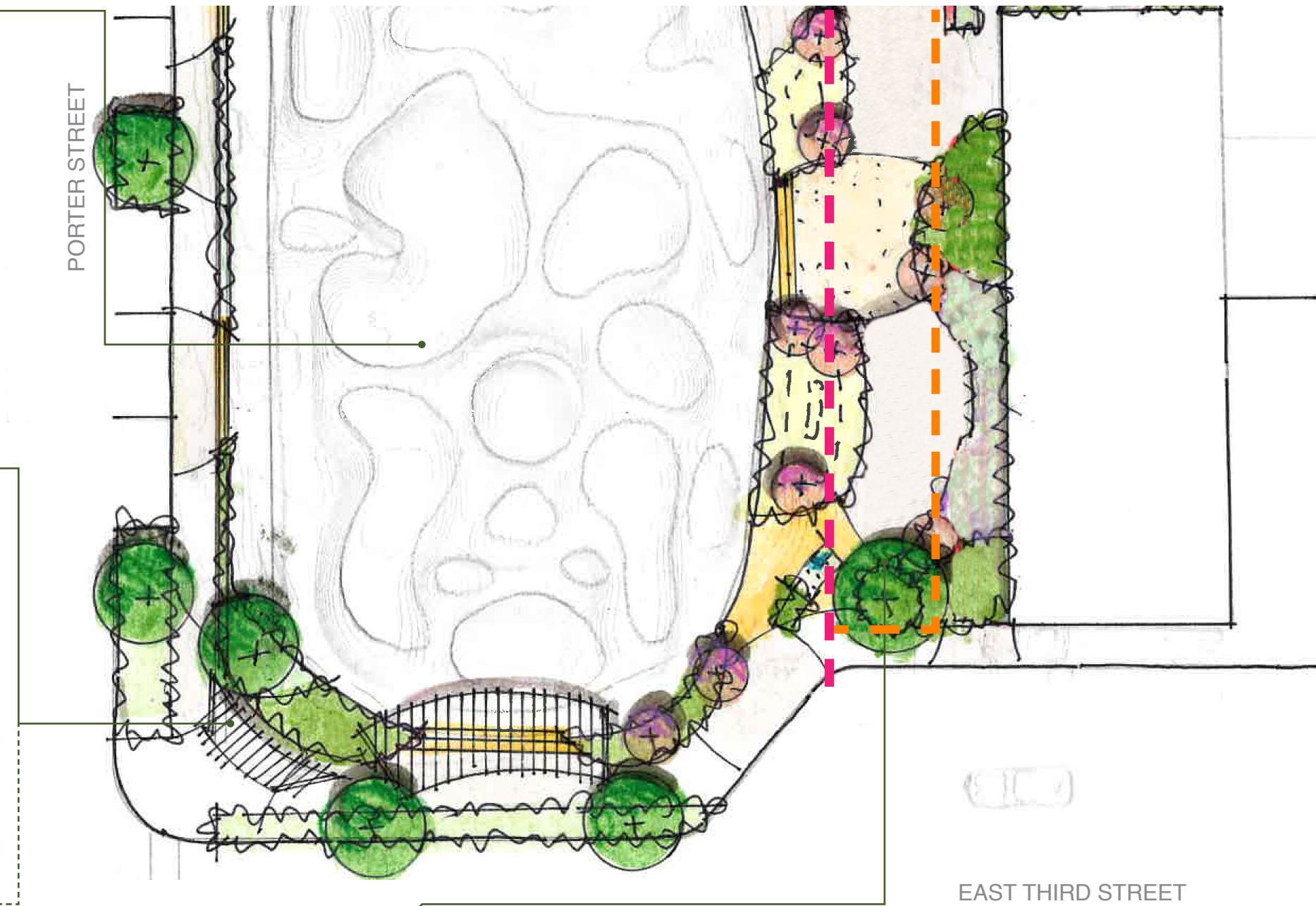
Chain-link Fence as Sculpture / Landmark



Shade Structure - Steel + Wood

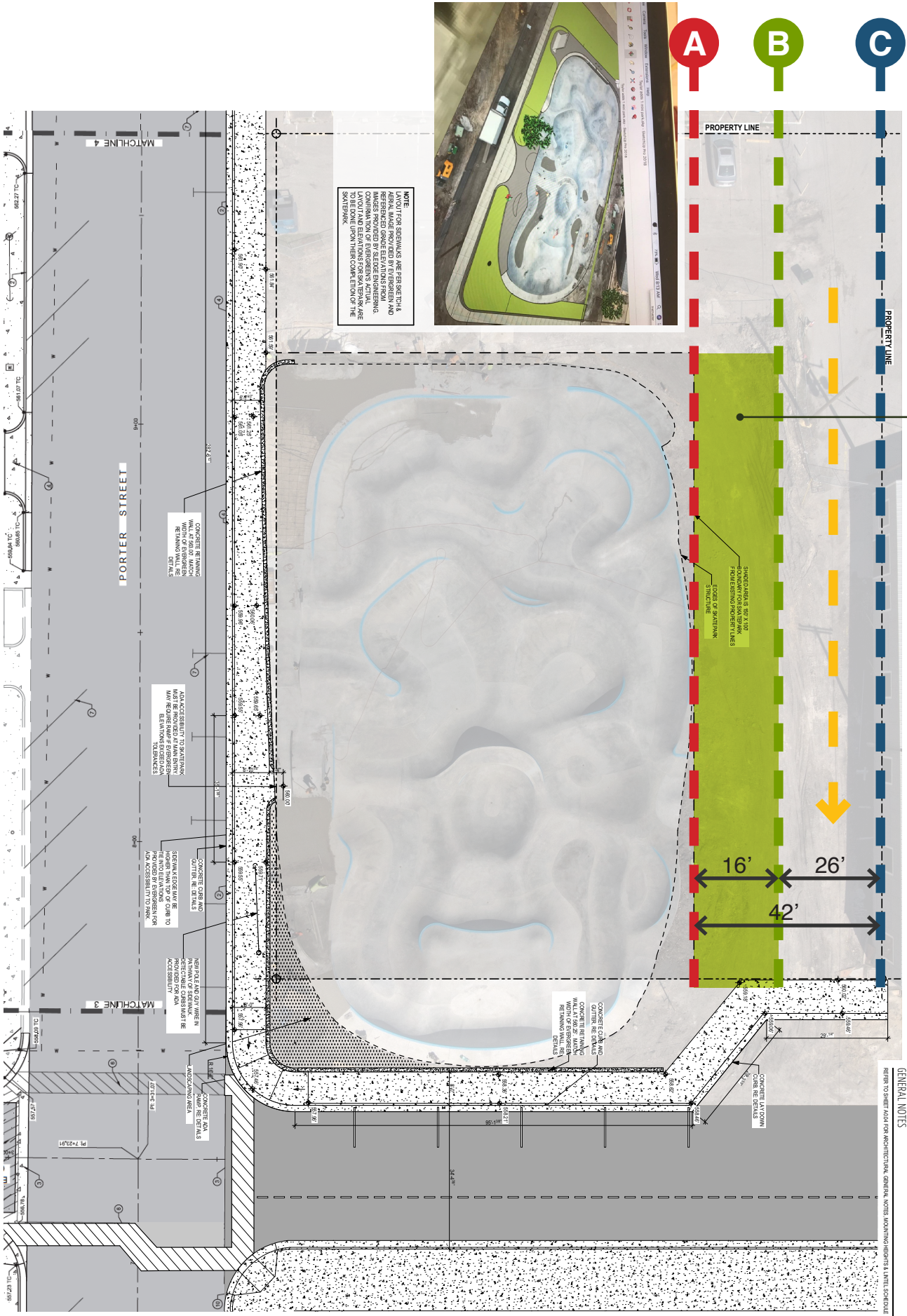
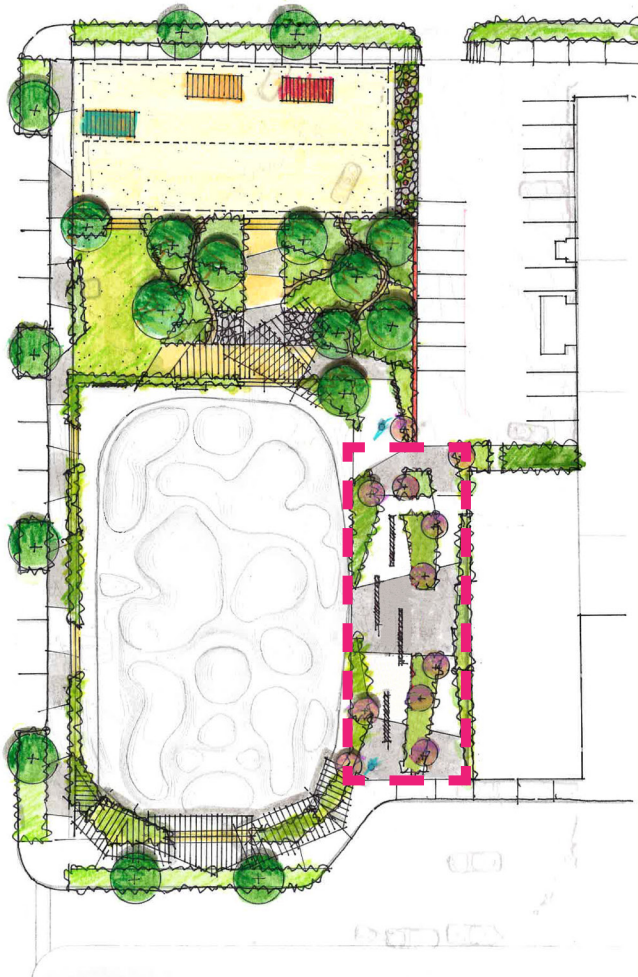


Stadium-like Seating Areas



Landscape Easement

LANDSCAPE EASEMENT ZONE



LEGEND

- A Skatepark Boundary
- B Landscape Easement
- C Adjacent Building
- Alley / Vehicular Drive

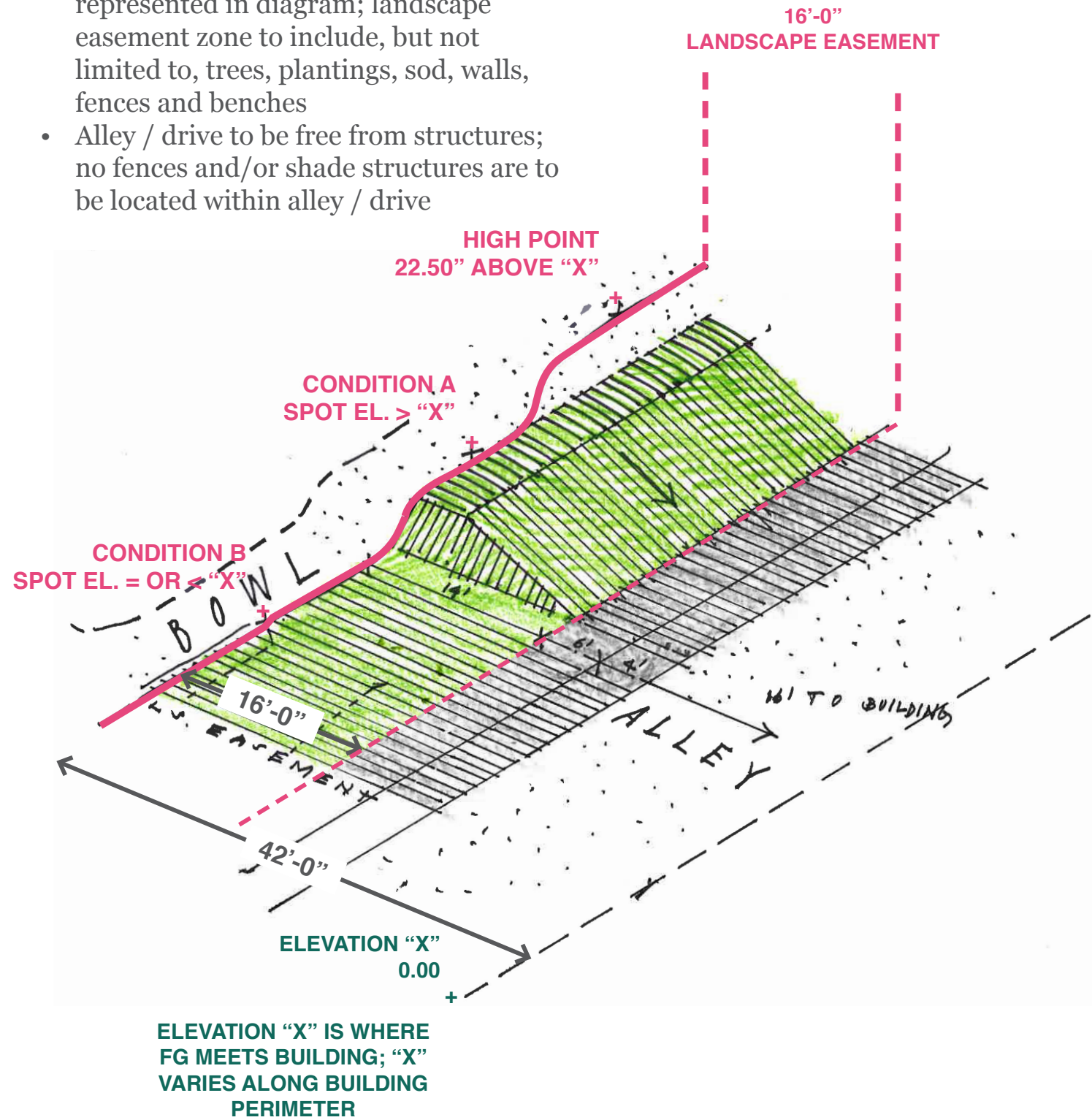
16'-0" Landscape Easement

Chisum Pierce Comments / Requests -

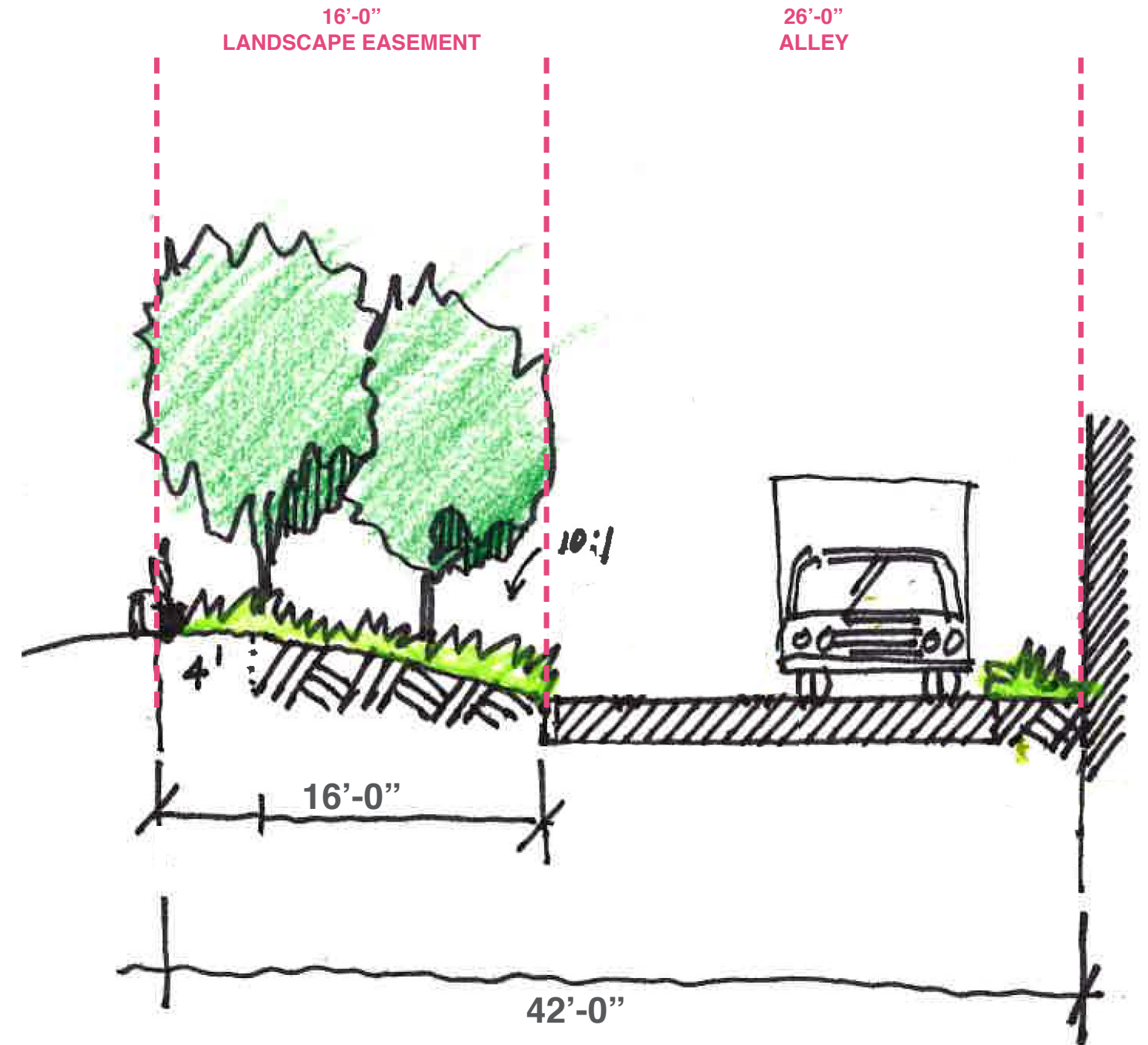
- 1 The city is to maintain the lawn and landscaping within designated landscape easement area.
- 2 City responsible for all costs associated with installation, repair and maintenance of landscape easement. Costs to include utilities needed.
- 3 Full site map or survey of the proper dimensions of this area.
- 4 Pierce owns rights to place and operate small retail spaces such as shops or food truck type businesses permanent or temporary outside the normal setbacks for a business, within the city's guidelines.
- 5 Pierce to approve where plants, seating or fencing are placed so that they do not impede future businesses that may operate on the property.



- For diagrammatic purposes only; all dimensions are to be verified on survey or in field
- Landscape easement design is not represented in diagram; landscape easement zone to include, but not limited to, trees, plantings, sod, walls, fences and benches
- Alley / drive to be free from structures; no fences and/or shade structures are to be located within alley / drive



DIAGRAM



SECTION, TYPICAL

Design Proposals Summary

A | HANGAR PLAZA



- + LARGE SHADE AREA WITH USE OF HANGAR-LIKE STRUCTURE
- + GARDEN ENTRY AND SPACES
- + EVENT LAWN
- + FLEXIBLE SPACES, ACTIVITY
- + MINIMAL IMPACT (EXISTING CURB CUT TO REMAIN)

B | STRATA



- + PAVING PATTERN AND MATERIAL CREATES VISUAL CONNECTIVITY
- + ORGANIZES FOOD TRUCK AREA
- + PROVIDES OUTDOOR ROOMS WITH VARIETIES OF USES
- + MAXIMIZES PARKING (PROPOSED CURB CUT)

C | BOWLS + BERMS



- + ELEVATED SEATING OPPORTUNITIES ON BERMS
- + LANDSCAPE BERMS CREATE VISUAL INTEREST AND CAN HELP SCALE SPACES
- + GARDEN EXPERIENCES
- + EVENT LAWN
- + MAXIMIZES PARKING (PROPOSED CURB CUT)

DESIGN PROPOSALS SUMMARY

Next Steps
Comments + Questions

**WORD
+ CARR**
DESIGN GROUP



City Council Meeting July 12, 2018

STRATEGIC PILLAR

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

Agenda Item #: 9

Agenda Title: Receive monthly update on current Capital Improvement Program Projects (CIP).

Council Action to be taken: Receive update

Department Submitted: Administration

Staff Contact: Isaac Turner, City Manager
Kelly Kaatz, HDR

1. PURPOSE/DESCRIPTION

The item provides updates on ongoing major capital improvement projects.

2. STAFF ANALYSIS (Why and How)

See attached report

3. RECOMMENDATION

Receive and discuss project update

4. FUNDING SOURCE

See attached payment schedule

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTION TAKEN

CIP Update received from HDR on May 24, 2018 and again on June 28, 2018.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

9a. [Project updates](#)

July 6, 2018

PROJECT UPDATES:

Heritage Park

- 1) Project construction progressing per the schedule (see attachment). Baird/Williams is advancing with erection of steel structures, splash pad plumbing, flatwork at front entry, columns for shade structures, and masonry.
- 2) Pay Application No. 5 was received from Baird/Williams. Currently being reviewed.
- 3) Contract included \$70,000 (1.8%) for Owner's Contingency and \$30,000 allowance for Informative Signs. To date there have been 5 change proposals executed.
 - i) Additional demolition costs from unforeseen concrete demolition associated with a former jailhouse foundation that was below the surface. (+\$6,899.00)
 - ii) Additional demolition costs for concrete slab under pavement that required additional effort. (+\$3,932.00).
 - iii) Modifications (ASI) to plans for amphitheater, entrance way resulted in a credit. (-\$7,975.00).
 - iv) Addition of heavy duty concrete near amphitheater. (+\$1,600.00)
 - v) Addition of P1 Sensors for site lighting control and energy efficiency advantages (+\$4,000.00).
- 4) Owner's Contingency is \$61,543 currently remaining, based on original balance and the net effect of the 5 change orders.
- 5) Outstanding items that may impact Owner's Contingency:
 - Revision to replace metal tables/benches with tables/benches made from recycled materials to meet grant requirements. There will be a credit of at least \$5,000.
 - Site work to add additional support for foundations and sidewalks at the restroom per the City's geotechnical consultant's recommendations. Pending HDR review. Contractor's request is \$5,800.
 - Additional painting under metal roof under pavilion and amphitheater. Change Proposal Request has been requested from Baird Williams for painting each individual building.
 - Repair/Replacement of concrete pavement section that has depressed that is adjacent to new concrete pavement section. Approximately 14-ft x 75-ft section. Change Proposal Request has been requested from Baird Williams for two alternatives.

- Sign/Lettering requirements for front entry (main entrance sign was deleted as part of latest change proposal). Baird/Williams needs direction on new sign requirements. Contract in place with Brent Humphreys (\$14,500) for signage & plaque concepts, design, and construction plans for Heritage Park and Skate Park.
- Additional tree plantings – HDR coordinating with SEC Planning to recommend additional tree planting locations, sizes, and species as well as a planting plan for the landscape beds.
- Reduction of storm drain inlets and ancillary items. Pending negotiation with credit of at least \$10,000.

Skate Park

- 1) Total contract amount for Evergreen was \$452,000 and final payment was made.
- 2) Leaking petroleum tank – The City received a notice from TCEQ regarding a leaking petroleum tank that was discovered when site excavation occurred for the skate park construction. The City is required by TCEQ to provide a risk-based assessment report to TCEQ by July 28, 2018. The City has contacted Envirophase to complete this action. City executed agreement with a not to exceed amount of \$10,594 to resolve.
- 3) City Council approved contracting with Word+Carr for landscape design for Skate Park. City staff, HDR, and stakeholder team met with Word+Carr on June 20 to review three concepts. Design review team will coordinate with Word+Carr on direction and presenting to City Council a schematic design recommendation at July 12 meeting.

Southpark Industrial

- 1) Hart Components is advancing their project at the south side of Southpark Industrial.
- 2) HDR has coordinated with Mark Thomas (Taylor EDC), Eric James (Hart Components), and Thomas Lombardi (Hart Components Engineer) on the utility design that the City is responsible for providing. Design is near complete and will be advertised for bid in July.

Givens Community Center

- 1) HDR Architect Andrew Matjasko and HDR Structural Engineer Harding Cloudt conducted a site visit of the Givens Community Center along with Judy Langford (Grant Coordinator), Councilmember Lopez, and Mr. Don Hill.
- 2) Funding was \$150,000 for renovations from CDBG Grant.

- 3) Coordination meetings were held with the Givens Community Center stakeholders to discuss options and a path forward before expending any additional funds.
- 4) HDR prepared a narrative description and itemized cost estimate for the project to support Judy Langford in requesting additional grant funding.

Wastewater Treatment Plant Upgrades

- 1) The wastewater treatment plant clarifier upgrades are advancing. HDR reviewed a shop drawing for the new equipment and that was returned to the contractor, Austin Engineering. No action until equipment arrives on site. Scheduled for September delivery.
- 2) The City awarded SCADA Replacement contract to Trac-n-Trol at last City Council Meeting and Notice of Award was sent to Trac-n-Trol to initiate the project. We are waiting on receipt of bonds and insurance from Trac-n-Trol. A Pre-Construction Meeting is scheduled for July 18. The project schedule is approximately 6 months. Completion date for late January 2019.

Street Maintenance Plan

- 1) HDR presented a Street Maintenance Plan at the June 14th City Council Meeting. HDR prepared of bid documents and the project was advertised initially on Sunday, June 24th.
- 2) Schedule is as follows:
 - i) Advertisement for bids – June 24 and July 1
 - ii) Pre-Bid Conference – 10:00 a.m., July 12
 - iii) Bid Opening – 2:00 p.m., July 26
 - iv) Expected Recommendation for Award at August 9th City Council Meeting if everything is in order from bid opening.
- 3) Proposal from Alliance received to perform materials testing associated with Street Maintenance Plan implementation. Approximately \$8,000. Material testing costs will be part of the \$350,000 project budget.

Other Projects:

- 1) 4th Street Pavement
 - HDR had a pavement expert make a site visit and provide recommendations on repairs in early June, prior to expiration of the Warranty Period. A letter is being

prepared to the contractor outlining the repair requirements. HDR will prepare letter to City and City will need to transmit to Contractor with a cover letter.

2) Gateway Signage

- HDR has coordinated with City Staff and City Attorney on potential locations of Gateway Signage for implementation on west and north sides of the City.
- HDR coordinated with SEC Planning on construction drawings for the Gateway Signage. Will need structural foundation and electrical designs once site is secured by City.
- HDR's Real Estate group has contacted landowner for site on SH79 west of City. An offer for sale of the property was made by the landowner and is pending City review.

- 3) 3rd Street Improvements (CDBG Grant) – HDR is reviewing the project limits and scope of work for 3rd Street Improvements.
- 4) Amtrak Station Grant – Judy Langford requested engagement from HDR.
- 5) Justice Center – Chief Fluck requested that HDR assist with planning for the facility to identify land acquisition requirements. HDR will provide architectural planning services for planning/concepts and interview. Planning sessions will be scheduled within next 2 weeks.
- 6) Animal Shelter – HDR has contacted a local architect (Connolly Architects & Consultants) that specializes in animal shelter planning and design and Larry Connolly made a site visit on July 3. Larry Connolly is preparing a proposal to conduct a needs assessment, evaluate alternatives for the City, and prepare cost estimates. Larry Connolly indicated the effort would take approximately 10-15 business days to complete. Proposal is expected Monday July 9.
- 7) Robinson Park Pool – HDR is contacting swimming pool contractors to develop cost estimates for a replacement of the current pool. The Summerfield Community Pool (KB Homes) constructed by Ocean Quest Pools is being used as a benchmark for Robinson Park Pool.
- 8) Downtown Streets Project – HDR is defining the scope and limits of the Downtown Street Project based upon an existing map showing roadway surface and sidewalk improvements to align with the budget available of \$1.5M.
- 9) 2018-2019 Road Reconstruction Project – HDR is reviewing street condition inventory, drainage and utility needs, as well as locations of recent road reconstruction projects to define a priority reconstruction project that will align within the \$1.0M budget.
- 10) Development Reviews – Ongoing with a number of development reviews from weekly DRC meetings.

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