AGENDA

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

JUNE 11, 2015, 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. Approve Ordinance 2015-06 to abandon a portion of Mill Street and an alley behind 1523 W. Lake Drive. (Laura Rouse-DeVore)
2. Approve minutes for May 28, 2015. (Susan Brock)
3. Consider a 380 Economic Development Agreement for improvements to 211-215 N. Main Street. (Bob vanTil)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

4. Receive update on storm recovery activities. (Isaac Turner)
5. Consider authorizing the City Manager to waive permit fees for properties impacted by the recent storm and flooding event. (Isaac Turner)
6. Discuss and consider audit initiatives for city facilities, lighting, and telecommunication systems. (Noel Bernal)
7. Consider approving revised policy for TexShare Library Card program. (Karen Ellis)
8. Receive presentation on Hide, Lock and Take theft prevention program. (Chief Fluck)
9. Receive presentation on Neighborhood Crime Watch Program. (Chief Fluck)
10. Continue discussion regarding the report from Parks and Recreation Advisory Board on the West End School property. (Isaac Turner)
11. Review Strategic Plan goals and objectives for Downtown and Parks and Recreation. (Isaac Turner)
12. Consider continuing participation in the Williamson County Urban County Program for CDBG (Community Development Block Grant) funding. (Bob vanTil)
13. Receive report on Code Enforcement activities. (Bob vanTil)
14. Consider appointment to Taylor Economic Development Corporation Board of Directors. (Susan Brock)
15. Receive presentation regarding overview of Budget for Fiscal Year 2015/2016. (Isaac Turner; Rosemarie Dennis)
16. Consider proposed future agenda topics and items for discussion. (Mayor)

EXECUTIVE SESSION

17. Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.072 to discuss or deliberate regarding the purchase, exchange, lease, or value of real property.
    - Project Access

18. Consider action from Executive Session.

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 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). Items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on June 8, 2015 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: Susan Brock Date 6/8/15

Susan Brock, City Clerk

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #:	**1**
Agenda Title:	Approve Ordinance 2015-06 to abandon a portion of Mill Street and the alley South of 1523 W. Lake Drive
Council Action to be taken:	Approve Ordinance 2015-06 by consent
Initiating Department:	**Development Services**
Staff Contact:	**Laura Rouse-DeVore,** Deputy Building Official

1. INTRODUCTION/PURPOSE

Mark Schroeder submitted an application for right of way abandonment for a portion of Mills Street and a portion of an alley South of 1523 W. Lake Drive. Currently, the house, an existing fence, and the garage encroach into the right of way and the abandonment of this right of way will alleviate and resolve this encroachment issue.

The purpose of this item is to approve the Ordinance by consent.

2. DESCRIPTION/ JUSTIFICATION

Date of the City Council Meeting
May 14, 2015

Location and Acres of the Property
Located at the Southeast corner of the intersection of Mills Street and W. Lake Drive, consisting of approximately .393 acres

Property Owner and Applicant
The applicant is Mark Schroeder.

Applicant's intentions for the property (development objective)
The petitioner is seeking to resolve a fence, house, and garage encroachment issue.

Existing Zoning
Single-Family Residential (R-1)

Proposed Zoning
No zoning change is being proposed for the property.

Existing Conditions on the Property
An existing home currently exists on the adjacent property at 1523 W. Lake Drive.

Existing Thoroughfares and Traffic Volumes
The lot sits on the Northwest corner of the intersection of Second Street and N. Main Street.

Existing Conditions Surrounding the Property (land use/zoning)
North: Single-Family Residential/R-1
South: Single-Family Residential/R-1
East: Single-Family Residential/R-1
West: Single-Family Residential/R-1

Future Land Use Map
Single-Family Residential

The City's Thoroughfare Plan
Not applicable

Discussion:
The existing parcel currently contains a house, garage, and fence that slightly encroach into the right of way. In order to alleviate the encroachment issues on the property, the applicant has requested a Right of Way abandonment.

There is a sanitary sewer line in the alley and City will need to retain a utility easement in the area that is abandoned. Water is in W. Lake and Prather Street. All other utilities are overhead. There is no gas in the area.

Staff has reviewed the application and finds no issues with the abandonment of the right of way as it pertains to this request.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The Council introduced this ordinance during the May 14, 2015 meeting.

The Planning and Zoning Commission considered this item during their May 12, 2015 regular meeting and recommended approval.

Staff recommends approval of the Ordinance as presented.

6. REFERENCE FILES

1a. Ordinance 2015-06
1b. Legal description .002 acre Map-Exhibit A
1c. Legal description .051 acre Map-Exhibit B
1d. Survey

ORDINANCE NO. 2015-06

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, VACATING A PORTION OF MILLS STREET AND AN ALLEY DESCRIBED ON EXHIBIT A & B; AND PROVIDING A SAVINGS CLAUSE

WHEREAS, THE City of Taylor, Texas, ("City"), desires to vacate a portion of Mills Street and an alley described in Exhibit "A" and "B" attached hereto and by reference incorporated herein ("Mills"); and

WHEREAS, the Planning and Zoning Commission, after a public meeting held May 12, 2015 recommended that the Council approve abandonment of a portion of Mills Street and a portion of an alley South of 1523 W. Lake Drive; and

WHEREAS, based upon the recommendation, the Taylor City Council hereby abandons a portion of Mills Street and a portion of the alley South of 1523 W. Lake Drive

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

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

SECTION 2. The City Council of the City of Taylor, Texas, does hereby vacate a portion of Mills Street and a portion of the alley South of 1523 W. Lake Drive, as described in Exhibit "A" and "B" Petitioner agrees to allow the City easements in the areas of right of way and alley being vacated.

SECTION 3. The filing of a copy of this Ordinance in the official records of Williamson County, Texas, will evidence the abandonment of the Mills Street and a portion of the alley South of 1523 W. Lake Drive right of way granted by this Ordinance and release of the abandoned alley to the adjoining property owners according to the centerline.

SECTION 4. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2015-06 was introduced before the City Council on the 14th day of May, 2015.

PASSED, APPROVED, and **ADOPTED** on the _______ day of ____________, 2015.

____
Jesse Ancira, Jr., Mayor

ATTEST:

____
Susan Brock, City Clerk

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan L. Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2015-06, passed and approved by the City Council of the City of Taylor, Texas, on the ________ day of _______________, 2015, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _________ day of ______________, 2015.

____
Susan L. Brock
City Clerk

STATE OF TEXAS **APRIL 30, 2015**
COUNTY OF WILLIAMSON

0.002 ACRE TRACT – PROPOSED ABANDONMENT AREA OF MILLS STREET IN TAYLOR, TEXAS

These notes describe that certain "0.002 acre" tract of land located in the **PARTHINIA COURSEY SURVEY, ABSTRACT NO. 131,** located in Williamson County, Texas; being out of and a part of Mills Street, Taylor, Texas; being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on April 30, 2015; subject tract being more fully described as follows {Bearings described herein are based on the Texas State Plane Coordinate System, Central Zone (4203), NAD 83, 93 adj. Distances and Areas are shown in grid values.}:

BEGINNING at a calculated corner in the East Right-of-Way (ROW) of Mills Street (based on a width of 60 feet) and the West line of Block One, Meyer's Addition to Taylor, recorded in Cabinet A, Slide 108 of the Plat Records, Williamson County, Texas (PRWC) from which the Northwest corner of said Block One bears North 21°39'31" West, 36.87 feet;

THENCE South 21°39'31" East, with the East line of said Mills Street, a distance of **44.14 feet,** to a calculated corner, being the Southeast corner of herein described tract from which an "X" cut in concrete at the Southwest corner of said block bears South 21°39'31" East, 64.99 feet;

THENCE South 68°20'29" West, over and across said Mills Street, a distance of **2.00 feet,** to a 1/2" Iron Rod with cap stamped "Bryan Tech Services" set marking the Southwest corner of herein described tract;

THENCE North 21°39'31" West, continuing over and across said Mills street, a distance of **44.14 feet,** to a 1/2" Iron Rod with cap stamped "Bryan Tech Services" set marking the Northwest corner of herein described tract;

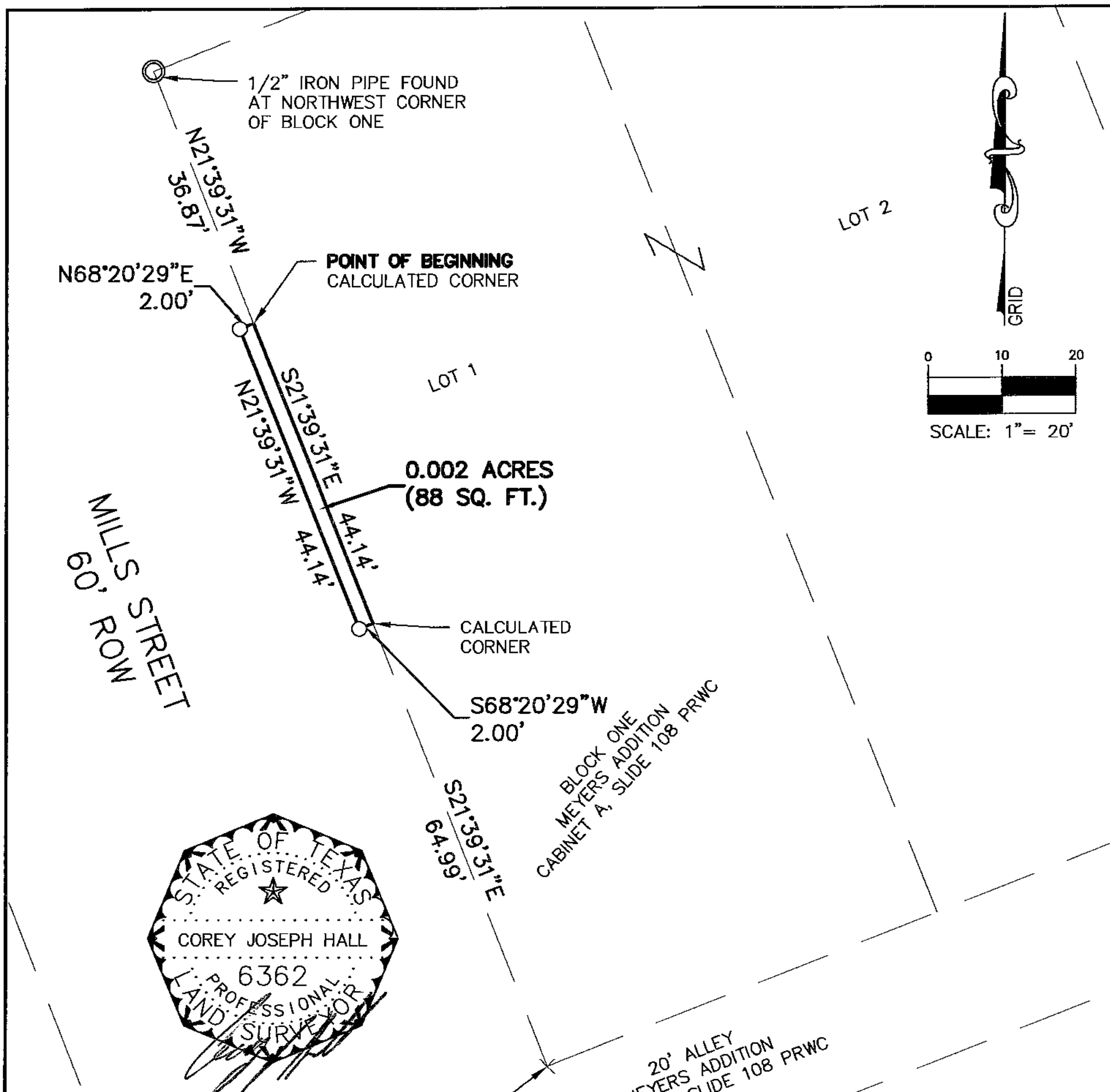
THENCE North 68°20'29" East, continuing over and across said Mills Street, a distance of **2.00 feet,** to the **POINT OF BEGINNING,** containing according to the dimensions herein stated an area of **0.002 Acres (88 Square Feet).**

Surveyor's Note: Attention is invited to accompanying plat for visible utilities, improvements and roadways.

Corey Joseph Hall Registered Professional Land Surveyor No. 6362

Bryan Technical Services, Inc.
911 North Main, Taylor, Texas 76574
Firm No. 10128500
www.bryantechnicalservices.com

STATE OF TEXAS REGISTERED COREY JOSEPH HALL 6362 PROFESSIONAL LAND SURVEYOR



LEGEND:

- ○ 1/2" IRON ROD SET
- ● 1/2 IRON ROD FOUND
- **O** 1/2" IRON PIPE FOUND

NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.

THIS IS TO CERTIFY THAT, ON THIS DATE, A TRUE AND ACCURATE SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION OF PROPERTY LOCATED AT 1523 W. LAKE DRIVE, TAYLOR, IN WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS: A 2.00 FEET WIDE STRIP OF LAND BEING OUT OF AND A PART OF THE PARTHINIA COURSEY SURVEY, A-131, AND BEING A PART OF MILLS STREET, IN TAYLOR, TEXAS; BEING FURTHER DESCRIBED BY METES AND BOUNDS ATTACHED HERETO AND MADE A PART HEREOF.

FLOOD NOTE:
THE PROPERTY DEPICTED HEREON **IS NOT** WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F. I. R. M. PANEL NO. **48491C0535E EFFECTIVE 9-26-2008** LOCATED IN ZONE "X" (UNSHADED).

NOTE: THIS TRACT IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHT TO CREATE ADDITIONAL PUBLIC UTILITY EASEMENTS, IF ANY, ACROSS SUBJECT PROPERTY PER THE CITY OF TAYLOR, TEXAS.

TO: HEJL & SCHROEDER, P.C.

RE: SCHROEDER, PROJ. NO. 15-156 MILLS STREET

SURVEYORS CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATE: APRIL 30, 2015

BRYAN TECHNICAL SERVICES, INC.
BTS
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FAX: (512) 352-9091
FIRM No. 10128500
surveying@austin.rr.com
bryantechnicalservices.com

STATE OF TEXAS **APRIL 30, 2015**
COUNTY OF WILLIAMSON

0.051 ACRE TRACT – PROPOSED 20 FEET WIDE ALLEY ABANDONMENT

These notes describe that certain "0.054 acre" tract of land located in the **PARTHINIA COURSEY SURVEY, ABSTRACT NO. 131,** located in Williamson County, Texas; being out of and a part of a 20 feet wide alley in Block One, Meyer's Addition to Taylor, recorded in Cabinet A, Slide 108 of the Plat Records, Williamson County, Texas (PRWC); being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on April 30, 2015; subject tract being more fully described as follows {Bearings described herein are based on the Texas State Plane Coordinate System, Central Zone (4203), NAD 83, 93 adj. Distances and Areas are shown in grid values.}:

BEGINNING at an "X" cut in concrete in the East Right-of-Way (ROW) of Mills Street (based on a width of 60 feet) at the Southwest corner of said Block One, and marking the Northwest corner of herein described tract;

THENCE North 68°20'29" East, with the South line of said block one and the North line of said Alley, a distance of **117.14 feet,** to a 1/2" Iron Rod with cap stamped "Bryan Tech Services" set the Southeast corner of Lot Two, Block One, and marking the Northeast corner of herein described tract;

THENCE South 21°39'31" East, over and across said alley, a distance of **20.00 feet,** to a 1/2" Iron Rod with cap stamped "Bryan Tech Services" set in the South line of said alley, and the North line of Meyer's Addition Blocks Two and Three, recorded in Cabinet A, Slide 166 PRWC, and marking the Southeast corner of herein described tract;

THENCE South 68°20'29" West, with the South line of said alley, a distance of **117.14 feet,** to a 1/2" Iron Rod with cap stamped "Bryan Tech Services" set in the aforesaid East line of Mills Street at the Southwest corner of said alley, and marking the Southwest corner of herein described tract;

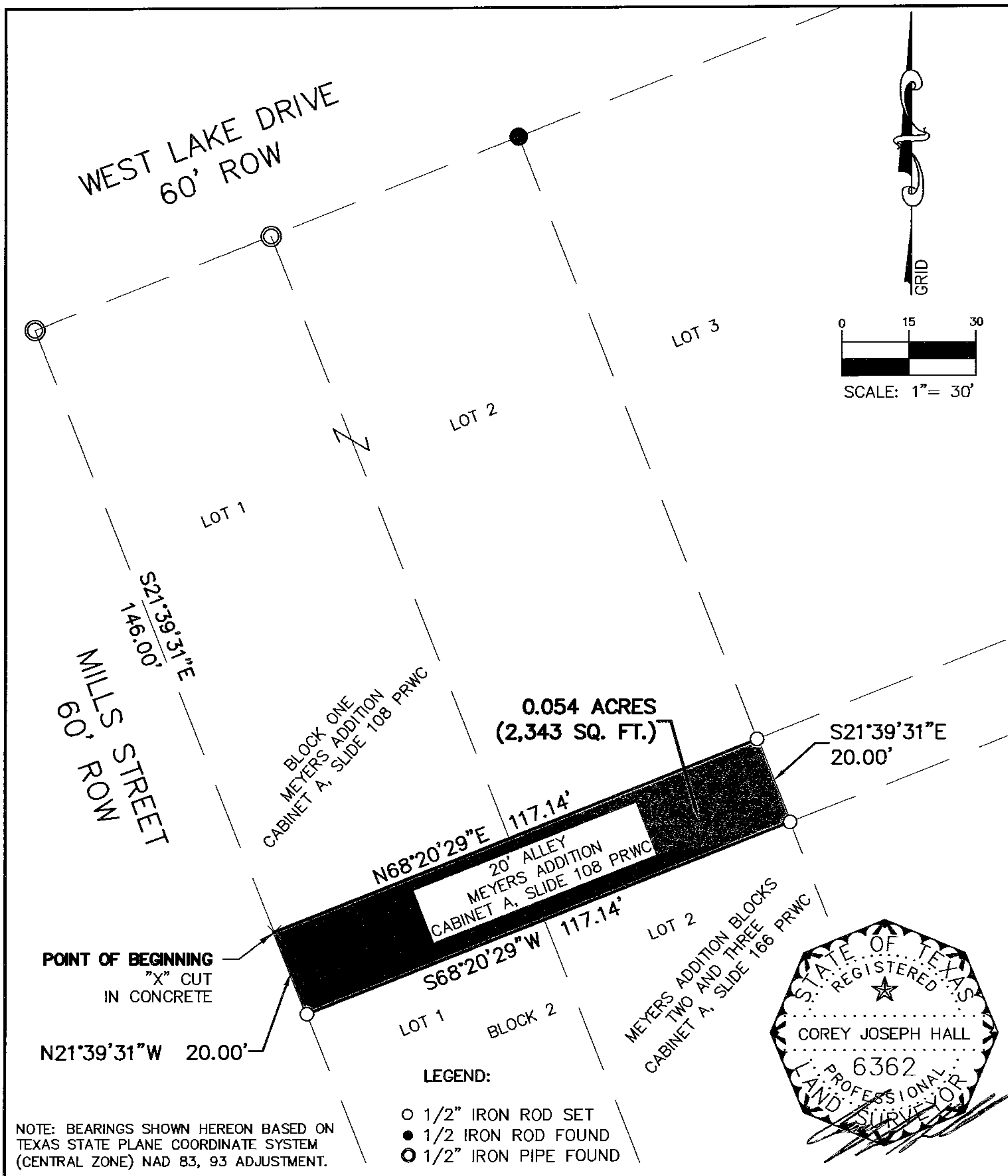
THENCE North 21°39'31" West, with the East line of said Mills Street, a distance of **20.00 feet,** to the **POINT OF BEGINNING,** containing according to the dimensions herein stated an area of **0.054 Acres (2,343 Square Feet)**.

Surveyor's Note: Attention is invited to accompanying plat for visible utilities, improvements and roadways.

Corey Joseph Hall Registered Professional Land Surveyor No. 6362

Bryan Technical Services, Inc.
911 North Main, Taylor, Texas 76574
Firm No. 10128500
www.bryantechnicalservices.com

STATE OF TEXAS
REGISTERED
COREY JOSEPH HALL
6362
PROFESSIONAL
LAND SURVEYOR



LEGEND:

- o 1/2" IRON ROD SET
- ● 1/2 IRON ROD FOUND
- O 1/2" IRON PIPE FOUND

NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.

THIS IS TO CERTIFY THAT, ON THIS DATE, A TRUE AND ACCURATE SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION OF PROPERTY LOCATED AT 1523 W. LAKE DRIVE, TAYLOR, IN WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS: BEING 0.054 ACRES OUT OF A 20 FEET WIDE ALLEY, BLOCK ONE MEYERS ADDITION TO TAYLOR, RECORDED IN CABINET A, SLIDE 108 OF THE PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO AND MADE A PART HEREOF.

FLOOD NOTE:
THE PROPERTY DEPICTED HEREON **IS NOT** WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F. I. R. M. PANEL NO. **48491C0535E EFFECTIVE 9-26-2008** LOCATED IN ZONE "X" (UNSHADED).

NOTE: THIS TRACT IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHT TO CREATE ADDITIONAL PUBLIC UTILITY EASEMENTS, IF ANY, ACROSS SUBJECT PROPERTY AS SHOWN IN CABINET A, SLIDE 108, PRWC.

TO: HEJL & SCHROEDER, P.C.

RE: SCHROEDER, PROJ. NO. 15-156 ALLEY ABANDONMENT

SURVEYORS CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATE: APRIL 30, 2015

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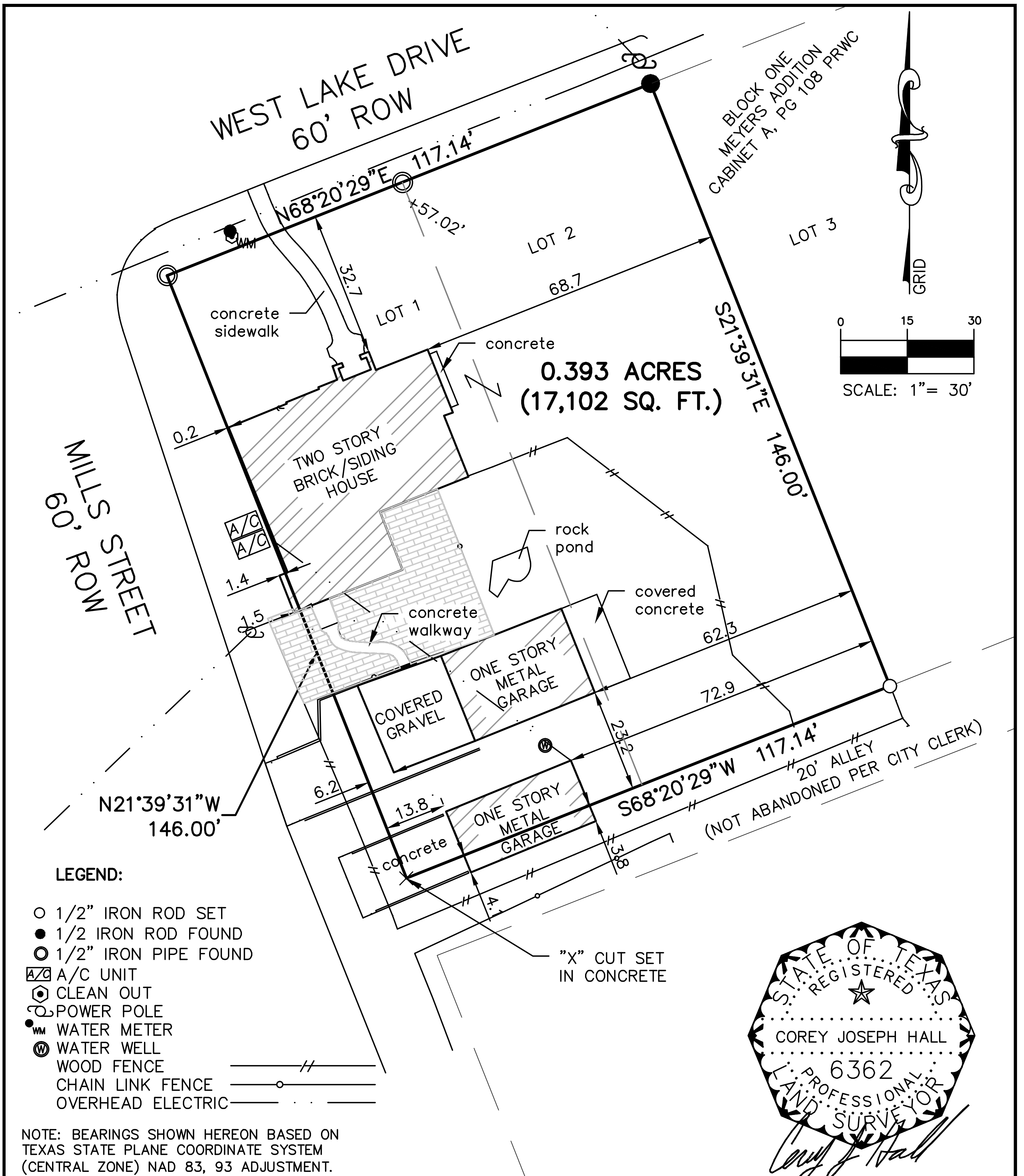

NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.

THIS IS TO CERTIFY THAT, ON THIS DATE, A TRUE AND ACCURATE SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION OF PROPERTY LOCATED AT 1523 W. LAKE DRIVE, TAYLOR, IN WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS: LOTS ONE AND TWO, BLOCK ONE, MEYER'S FIRST ADDITION TO THE CITY OF TAYLOR, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET A, SLIDE 108 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

FLOOD NOTE:
THE PROPERTY DEPICTED HEREON **IS NOT** WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F. I. R. M. PANEL NO. **48491C0535E EFFECTIVE 9-26-2008** LOCATED IN ZONE "X" (UNSHADED).

NOTE: THIS TRACT IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHT TO CREATE ADDITIONAL PUBLIC UTILITY EASEMENTS, IF ANY, ACROSS SUBJECT PROPERTY AS SHOWN IN CABINET A, SLIDE 108, PRWC.

TO: LONGHORN TITLE COMPANY

RE: SCHROEDER, GF# 15051994, PROJ. NO. 15-156

SURVEYORS CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATE: MARCH 19, 2015

BRYAN TECHNICAL SERVICES, INC.
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City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #:	**2**
Agenda Title:	Approve minutes for May 28, 2015.
Council Action:	Approve by consent or approve with corrections
Initiating Department:	City Management/City Clerk
Staff Contact:	**Susan Brock, City Clerk**

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

2a Minutes, May 28, 2015.

The City Council of the City of Taylor met on May 28, 2015, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Mayor Jesse Ancira, Mayor Pro Tem Gonzales declared a quorum and called the meeting to order at 6:02 p.m. with the following present:

Council Member Scott Green
Council Member Don Hill
Council Member Brandt Rydell

Isaac Turner, City Manager
Noel Bernal, Assistant City Manager
Ted Hejl, City Attorney
Susan Brock, City Clerk

<u>INVOCATION</u>
Mr. Danny Thomas led the group in prayer.

<u>PLEDGE OF ALLEGIANCE</u>

<u>PROCLAMATIONS/RECOGNITION</u>

1. <u>RECOGNITION OF TAYLOR INDEPENDENT SCHOOL STUDENTS FOR OUTSTANDING ACHIEVEMENTS.</u>
   Mayor Pro Tem Gonzales and Council members recognized students for their participation in certain activities and presented them with a certificate of achievement.

2. <u>PROCLAMATION: IN RECOGNITION OF VOLUNTEERS PROVIDING TAX ASSISTANCE IN TAYLOR.</u>
   Mayor Pro Tem Gonzales presented a Proclamation on behalf of the Mayor and Council members to the volunteers who provided tax assistance in Taylor this year.

<u>CITIZENS COMMUNICATION</u>
Mr. David Legere, 211 N. Doak, expressed his appreciation to Council and city staff for their outstanding communication efforts regarding the flood event.

<u>CONSENT AGENDA</u>

3. <u>APPROVE ORDINANCE 2015-03 REGARDING A REQUEST FOR A SPECIFIC USE PERMIT TO ALLOW A BEER BREWING BUSINESS FACILITY ON PROPERTY LOCATED AT 201. N. MAIN STREET IN THE CITY OF TAYLOR, DESCRIBED AS A .3788 ACRE TRACT OUT OF THE CITY OF TAYLOR, BLOCK 9, LOTS 5-6, 1-4 (S/PTS) SITUATED IN WILLIAMSON COUNTY.</u>
4. <u>APPROVE RESOLUTION R15-09 WAIVING REGULATORY DEVELOPMENT FEES FOR THE TAYLOR ECONOMIC DEVELOPMENT CORPORATION'S WAREHOUSE PROJECT.</u>
5. <u>APPROVE RESOLUTION R15-10 WAIVING DEVELOPMENT FEES FOR THE DR. DICKEY MUSEUM RESTORATION PROJECT.</u>
6. <u>APPROVE MINUTES FOR MAY 14 AND MAY 19, 2015.</u>
7. <u>CONCUR WITH PRELIMINARY FINANCIALS FOR APRIL 2015.</u>
   Mayor Pro Tem Gonzales requested that item number 4 be removed from the consent agenda for further discussion. Council Member Hill moved to approve the remaining items 3, 5, 6, and 7 on the consent agenda as presented and Council Member Green seconded the motion.
   VOTE: Four voted AYE. Motion passed.

Mayor Pro Tem Gonzales expressed concern regarding the practice of waiving fees, which ultimately result in a reduction in annual revenue. Staff noted that a total of $216 million in fees have been waived over the past four years.

With no further discussion, Council Member Hill moved to approve Agenda Item number 4, Resolution R15-09 and Council Member Rydell seconded the motion. VOTE: Four voted AYE. Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

8. RECEIVE ANNUAL REPORT FROM THE MOODY MUSEUM ADVISORY BOARD.
Mrs. Susan Komandosky, Chair, presented a report from the Moody Museum Advisory Board for the previous year. Council Member Rydell moved to accept the report as presented and Council Member Green seconded the motion. VOTE: Four voted AYE. Motion passed.

9. RECEIVE PRESENTATION FROM BLACK & VEATCH ON THE FINANCIAL FORECAST PORTION OF OUR WATER AND WASTEWATER RATE STUDY.
Mr. Turner and Rosemarie Dennis, Finance Director, introduced representatives Richard Campbell and Robert Chambers with Black and Veatch who presented a financial forecast regarding water and wastewater rates.

Council Member Green moved to accept the report as presented and Council Member Hill seconded the motion. VOTE: Four voted AYE. Motion passed.

10. CONSIDER CITY RESIDENTIAL CURBSIDE RECYCLING PROGRAM AND POSTPONING A SECOND RECYCLING SITE.
Mr. Danny Thomas, Director of Public Works, presented a proposal to launch a pilot curbside recycling program for the summer. The program will be available in three specific areas of the city; use will be monitored and results brought back to Council at the end of the pilot program. Our current provider, Progressive Waste Solutions, will be providing this service at no cost to the city for the 3 month trial. At the end of the program, the cost to continue to provide this service would be $3.41 per residence.

Council Member Rydell moved to approve the pilot program and to postpone the plan to develop a second recycling site at this time. Council Member Green seconded the motion. VOTE: Four voted AYE. Motion passed.

11. CONSIDER APPROVING RESOLUTION R15-11 REQUESTING THE LONE STAR RAIL DISTRICT EXTEND THEIR STUDY AREA TO INCLUDE THE CITIES OF TAYLOR AND HUTTO PASSENGER STATIONS.
Mr. van Til presented a request to approve a Resolution encouraging the Loan Star Rail District to include the cities of Taylor and Hutto in their area plans to develop a commuter rail line between San Antonio and Georgetown.

Council Member Hill moved to approve Resolution R15-11 as presented and Council Member Green seconded the motion. VOTE: Four voted AYE. Motion passed.

12. CONSIDER AWARDING THE BIDS FOR AMY YOUNG BARRIER REMOVAL PROGRAM.
Mr. van Til presented a request to award contracts for weatherization and minor repair work to be done to five homes under the Amy Young Barrier Removal Program Contract No. 1002020. Funds were awarded as follows:

- On-Call Mgmt Services:
  2301 Thomas $12,375
  613 W. 7th $18,053
  722 Bland $17,039

- Valdez Remodeling and Weatherization, Inc.
  311 W. Rio Grande $25,070
  1705 Cecelia $18.425

Terms include the Valdez Family contributing $5,000 to an escrow account and the City contributing $1,000 from the City Weatherization fund; with $870 transferred from soft costs to allow for a complete scope of work on 311 Rio Grande. Council Member Green moved to award the contract to On-Call and Valdez Remodeling as presented and Council Member Hill seconded the motion. VOTE: Four voted AYE. Motion passed.

13. PRELIMINARY BUDGET DISCUSSION FOR FISCAL YEAR 2015/2016.
Mr. Turner asked Council to pass on this item at this time and to bring it back at a future meeting.

14. CONSIDER PROPOSED FUTURE AGENDA TOPICS AND ITEMS FOR DISCUSSION.
Mayor Pro Tem Gonzales asked council members for any items in need of further discussion. No new items were presented. Mr. Bernal commented on increased efforts to provide information to the Council and to the public regarding the storm recovery steps being taken.

(Mayor Pro Tem Gonzales and council members retired to closed session at 8:04 pm.)

15. EXECUTIVE SESSION I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.072 to discuss or deliberate regarding the purchase, exchange, lease, or value of real property.
    - Project Access
    - Project Titanium

16. EXECUTIVE SESSION II. The Taylor City Council will hold a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officer or employee; or to hear a complaint or charge against an officer or employee.
    - Development Services

17. CONSIDER ACTION FROM EXECUTIVE SESSION.
    Mayor Ancira joined the meeting during Executive Session. He resumed the open meeting at 8:35 p.m. and stated that there was no action taken during Executive Session.

ADJOURN

With no further business, Mayor Ancira declared the meeting adjourned at 8:35 p.m.

____
Christopher Gonzales, Sr., Mayor Pro Tem

ATTEST:

____
Susan Brock, City Clerk

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: **3**

Agenda Title: Consider a 380 Economic Development Agreement for improvements to 211-215 N. Main.

Council Action to be taken: Consider approval of the agreement

Initiating Department: **Development Services**

Staff Contact: **Bob van Til, Director**

1. INTRODUCTION/PURPOSE

The purpose of the item is to consider a 380 Agreement with Mr. Zuniga for improvements to 211 N. Main.

2. DESCRIPTION/ JUSTIFICATION

In the summer of 2014 TexFit applied for permits to move into the store front at 211/215 N. Main. They were informed during the permit review process of the sprinkler requirement. The construction and agreement development process, including the prolonged discussion about the sprinkler ordinance, at that time unresolved, resulted in the eventual consideration of the grant request by the TIF Board in December. Following the Board's recommendation, the conversations continued, effecting this and the Taylor Iron grant. To facilitate the discussions and to assist the business, a conditional certificate of occupancy (C.O.) was issued pending the installation of the sprinkler system.

3. FINANCIAL/BUDGET

The grant amount is for $58,000. The proposal consists of a reimbursement to the owner for a portion of the heating, air conditioning, and associated electrical; reimburse $16,000 of a $32,700 total expense). The grant will also reimburse the owner for the fire sprinkler system ($42,000).

Sprinkler costs:	$42,000
Electrical, HVAC:	$16,000 (partial)
Total Grant:	$58,000

4. TIMELINE CONSIDERATIONS

The agreement stipulates that:

1. The improvements must be completed by December 31, 2015,
2. The building must remain occupied for at least two years (no gaps greater than six months),
3. At the onset, once the work is complete and the owner filed for a refund, the funds will be provided as a forgivable loan. This condition will remain for two years.
4. If there is a default, the City will file a lien on the building and could foreclose.

5. RECOMMENDATION

This item was tabled from the May 14, 2015 Council meeting.

On December 17, 2014, the Tax Increment Finance Advisory Board voted to not recommend approval of the TIF grant. The reason they voted against the grant is because they did not believe the amendment to the building code requiring sprinkler systems was a fair ordinance. The Board's recommendation to Mr. Zuniga was to appeal the sprinkler requirement and apply again (to the TIF fund), if needed.

Staff's recommendation is to approve the 380 Agreement.

6. REFERENCE FILES

3a. 380 Agreement. Sprinkler Proposal
3b. Sprinkler Proposal
3c. Electrical Proposal

RICARDO ZUNIGA

AND

THE CITY OF TAYLOR, TEXAS,

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

RECITALS:

Whereas, this Economic Development Agreement ("Agreement") is entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation ("CITY") and RICARDO ZUNIGA ("ZUNIGA").

Whereas,the CITY adopted Ordinance 2010-38 on September 9, 2010, ("Ordinance"), establishing and authorizing the CITY to make economic development grants; and

Whereas, the CITY is granting economic benefits to ZUNIGA in recognition of the positive economic benefits to the CITY through ZUNIGA's (i) installation of an air conditioner and a fire sprinkler ("Improvements") to a building owned by him having approximately 8,650 square feet, ("Building"), located on Lots 16 and 17, Block 9, City of Taylor, having an address of 211 and 215 North Main Street, Taylor, Texas, ("Property");(ii) completing the Building Improvements and making the Building habitable for use by a physical fitness exercise business; (iii) leasing the Building for a term of no less than two (2) years, and the term of the City Note required below, to a physical fitness exercise business which shall remain in operation and open to the retail public during the lease term ("the Business"); (iv) maintaining the Building in compliance with all codes, regulations, and laws pertaining to the Building and Property; and (v) requiring compliance by the Business to this Agreement in operation of the Business; and

Whereas, ZUNIGA requested a fifty-eight thousand dollar ($58,000.00) City grant to pay for the Building Improvements in installing the Building Improvements; and

Whereas, the purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code, whereby ZUNIGA shall comply with this Agreement for the consideration from the City as hereinafter allowed in accordance with the terms of this Agreement.

In consideration of the mutual benefits, promises, the Recitals, and for other good and valuable consideration set forth herein, the sufficiency of which are hereby acknowledged, the CITY and ZUNIGA agree as follows:

1. AUTHORITY. The CITY'S execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and the Ordinance. ZUNIGA'S execution and performance of this Agreement constitutes a valid and binding obligation of ZUNIGA.

2. COMPLIANCE. ZUNIGA shall be obligated at all times to comply with all terms and provisions of this Agreement in order to receive the economic benefits described within this Agreement. The CITY shall be entitled to withhold economic benefits granted under this Agreement if ZUNIGA defaults under this Agreement in addition to all other relief provided to the CITY by this Agreement and under law and equity.

3. CITY 380 GRANTS AND CONDITIONS TO GRANTS. As a condition precedent and subsequent to any grant, ZUNIGA shall complete and perform the following:

A. Install the Building Improvements and make additional improvements required to the Building and Property in compliance with all rules, regulations, codes and ordinances applicable to them so that the Building and Property can be used for the Business and which Business shall remain open to the public during the term of this Agreement.

B. Deliver a copy of a signed lease to the City upon execution of this Agreement by ZUNIGA having no less than a two (2) year term between ZUNIGA and the Business, but exceeding the term of the City Note required below, allowing the Business exclusive occupancy of the Building for use and operation of the Business during the lease term and during the Term of this Agreement.

C. Obtain a certificate of occupancy of the Building permitting Building use for the Business.

D. Execute a promissory note payable to the CITY having the following terms and conditions ("Note"):

the original amount of the Note shall be the amount reimbursed to ZUNIGA for the Building Improvements which shall not exceed Fifty-Eight Thousand and No/100 Dollars ($58,000.00);

the City Note shall be secured by a deed of trust to the City on the Building and Property second only to a prior security interest held on the Property by City National Bank of Taylor, Texas, ("Deed of Trust";

the security interest held by City National Bank secures notes payable by ZUNIGA to City National Bank in the principal amount of Ninety Thousand and No/100 Dollars ($90,000.00) which amount shall not be increased by Zuniga during the term of this Agreement;

the City Note shall have a two (2) year term from the date of the Note and the Note shall be dated when the Building Improvements are reimbursed by the City to ZUNIGA;

the Business lease term between ZUNIGA and the Business shall exceed the Note term;

no interest will due on the Note principal but interest due on past due principal or in the event of default shall be charged at the maximum rate allowed by law;

the Note principal, and any accrued interest shall be due and payable in full on the Note due date unless discharged by a grant allowed under this Agreement;

the note shall be discharged or deemed fully paid as a grant from the CITY if the Business remains open to the public in the Building during the two (2) year lease term required by this Agreement. Notwithstanding, closure or closures of the Business may occur without causing default of this Agreement if the closures in the cumulative do not exceed six (6) months or one single closure does not exceed two(2) months. Any one closure of the Business exceeding two (2) months or multiple closures of the Business having a cumulative closure time exceeding six (6) months shall be deemed a default under this Agreement;

the Note principal and unpaid interest accrued on the principle from the date of the note shall require immediate repayment from ZUNIGA in the event of a default under the Note and under this Agreement and shall entitle the CITY to pursue collection of the Note and foreclosure under the Deed of Trust and to any rights and remedies allowed to the City in law, under equity, and under this Agreement, all in the cumulative.

the Note shall be deemed fully discharged if the Building is used for the Business in compliance with this Agreement at which time the Note will be extinguished by the City grant.

the Note and Deed of Trust shall be in the form and substance required by the CITY;

title information shall be furnished by ZUNIGA to the City showing that the CITY has a valid second lien security interest in the Building and Property.

4. TIME. The installation of the Building Improvements shall commence no later than July 1, 2015, and shall be completed with a certificate of occupancy no later than December 31, 2015.

5. REIMBURSEMENT. The City will reimburse ZUNIGA an amount not to exceed Fifty-Eight Thousand and No/100 Dollars ($58,000.00), for costs incurred by ZUNIGA for the Building Improvements, which amount shall be the principal of the note. Reimbursement will be based on the invoices furnished to the City showing prior payment by ZUNIGA and for Improvements which are installed in working order in the Building. The reimbursement will be the actual costs paid by ZUNIGA not exceeding Fifty-Eight Thousand and No/100 Dollars ($58,000.00) and shall occur only after the City has verified the Improvements have been installed in the Building and will be made within thirty (30) days of such verification. The Improvements are made based on bids received by ZUNIGA attached hereto as *Exhibit "A"* and incorporated by reference herein. The Note and Deed of Trust will be executed at the time of reimbursement to ZUNIGA.

6. INSPECTIONS. Employees or designated representatives of the City shall be entitled to inspect the Building during the term of this Agreement to verify and substantiate ZUNIGA'S compliance with this Agreement which compliance shall be conditions precedent and subsequent to this Agreement. ZUNIGA shall secure consent from the Business for City inspections.

7. INFORMATION. The City shall be entitled to request information from ZUNIGA deemed by the CITY to be reasonable or necessary to verify ZUNIGA'S compliance with this Agreement or entitlements under this Agreement.

8. BUSINESS OPERATION. ZUNIGA covenants and agrees that he shall maintain a Business in operation in the Building throughout the term of this Agreement.

9. TERM. This Agreement shall become enforceable upon execution by the CITY and ZUNIGA and shall be effective as of the date of this Agreement. The term shall be for two (2) years from the date of the Note.

10. ZUNIGA'S OBLIGATIONS. In consideration of the CITY's establishment of this economic development program for ZUNIGA by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, ZUNIGA agrees to the requirements of this Agreement.

11. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES. ZUNIGA makes the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act of default by ZUNIGA. Failure to comply with any one covenant, condition, promise or warranty shall constitute an act of default by ZUNIGA.

A. No litigation or governmental proceeding is pending or, threatened against ZUNIGA or affecting ZUNIGA that may result in any material adverse change in ZUNIGA, the Building or lease of the Building to the Business. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by ZUNIGA to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and ZUNIGA has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of his knowledge, ZUNIGA has acquired and maintained all necessary rights, licenses, and permits for the Building and authority to lease the Building for the Business and will continue to maintain the Business in the Building during the term of this Agreement.

E. ZUNIGA shall timely pay all taxes and fees due and owing by him to all taxing authorities having jurisdiction over ZUNIGA, the Building, and the Property.

F. ZUNIGA shall complete the Building Improvements required by this Agreement and shall provide the investment necessary to maintain the Building for the Business during the term of this Agreement.

G. ZUNIGA shall timely and fully comply with all the terms and conditions of this Agreement.

H. ZUNIGA shall notify CITY in writing of substantial changes in the Business operation or in the Building within seven (7) days from the change.

I. ZUNIGA shall make the terms and conditions of the Business lease in the Building known to the City prior to the construction of the Building Improvements and during the term of this Agreement.

J. ZUNIGA agrees that, as to all of the programs and activities arising out of this Agreement, he shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

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

L. ZUNIGA shall comply with all federal, state and local laws, rules and regulations applicable to himself, the Building and Property during the term of this Agreement and verify compliance by the Business with the same.

12. MUTUAL ASSISTANCE. CITY and ZUNIGA will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments attributable to the Business.

13. DEFAULT. If either the CITY or ZUNIGA should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of ten (10) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or ZUNIGA remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy at law or in equity for the breach. In addition, the CITY shall have the right to terminate all economic benefits under this Agreement as well as all other relief provided under this Agreement.

14. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the CITY and ZUNIGA to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the CITY and ZUNIGA.

16. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

17. ASSIGNMENT. ZUNIGA may not assign all or any part of his rights and obligations under this Agreement to a third party.

18. NOTICE. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

RICARDO ZUNIGA
7216 East Highway 290
Austin, Texas, 78723
512-626-5639

CITY: CITY OF TAYLOR, TEXAS
City Manager
400 Porter Street
Taylor, Texas, 76574
512-352-3774

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

20. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

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

22. PARAGRAPH HEADINGS. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

23. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

24. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with ZUNIGA or the Business or installation of the Improvements to the Building on the Property.

25. EXHIBITS. The following Exhibits are attached and incorporated by reference for all purposes:

Exhibit "A": the bids for building improvements

Exhibit "B": the Condition of Receipt of public subsidies/Agreement Regarding Repayment of Interest.

Dated this the ___ day of ____________, 2015.

____
RICARDO ZUNIGA

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of ____________, 2015, by RICARDO ZUNIGA.

____
Notary Public, State of Texas

CITY OF TAYLOR, TEXAS, a home rule City

____
By: ISAAC D. TURNER
Its: City Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of ____________, 2015, by ISAAC D. TURNER.

____
Notary Public, State of Texas

EXHIBIT "B"

CONDITION ON RECEIPT OF PUBLIC SUBSIDIES/AGREEMENT REGARDING REPAYMENT OF INTEREST

WHEREAS, RICARDO ZUNIGA has submitted an application to receive a public subsidy as defined in Chapter 2264, Texas Government Code (hereinafter "the Code"); and

WHEREAS, RICARDO ZUNIGA has certified in said application that neither said business, nor a branch, division or department of said business knowingly employs or will hereafter knowingly employ an undocumented worker (as defined in the Code); and

WHEREAS the Code stated that if any business, or a branch, division, or department of the business, after receiving a public subsidy, is convicted of a violation under 8 U.S.C., Section 1324(f), the business shall be required to repay the amount of the public subsidy with interest; and

WHEREAS the Code requires that as a condition precedent to CITY OF TAYLOR, TEXAS providing such public subsidy, RICARDO ZUNIGA must enter into a written agreement specifying the rate and terms of the payment of interest if RICARDO ZUNIGA is required to repay the public subsidy.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF TAYLOR, TEXAS, and RICARDO ZUNIGA hereby agree that if, after receiving a public subsidy from the CITY OF TAYLOR, TEXAS, RICARDO ZUNIGA is convicted of a violation of 8 U.S.C., Section 1324(f), that RICARDO ZUNIGA shall repay the amount of the public subsidy together with interest at the rate of twelve (12) percent per annum, such interest to begin accruing on the date of such conviction and to continue until all sums owed under this agreement are paid. Such repayment plus said interest shall be due and payable not later than the 120th day after the date that the CITY OF TAYLOR, TEXAS, notifies RICARDO ZUNIGA of the conviction.

Interest on the public subsidy as referenced above shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the repayment or, if that has been paid, refunded.

All payments due under this document shall be payable in Taylor, Williamson County, Texas.

In the event that a civil action is brought by a public agency, local taxing jurisdiction, the CITY OF TAYLOR, TEXAS, or the Texas Attorney General to recover any amounts owed to the CITY OF TAYLOR, TEXAS, under the Code and this agreement, the said party shall also be entitled to recover from RICARDO ZUNIGA, all court costs and reasonable attorney's fees incurred in such action.

CITY OF TAYLOR, TEXAS

By: ISAAC D. TURNER
Its: CITY MANAGER

RICARDO ZUNIGA

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

DEED OF TRUST

Date: ________________, 2015

Grantor: RICARDO JOSE ZUNIGA

Grantor's Mailing Address:

7216 US Highway 290 East
Austin, Travis County,
Texas 78723

Trustee: TED W. HEJL

Trustee's Mailing Address:

P.O. Box 192
Taylor, Williamson County,
Texas 76574

Beneficiary: CITY OF TAYLOR, TEXAS,
a home rule municipal corporation

Beneficiary's Mailing Address:

400 Porter Street
Taylor, Williamson County,
Texas 76574

Note(s)

Date: _____________, 2015

Amount: FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS ($58,000.00)

Maker: RICARDO JOSE ZUNIGA

Payee: CITY OF TAYLOR, TEXAS,
a home rule municipal corporation

Final Maturity Date: ___________, 20__

Terms of Payment: As provided for in the Note.

Property (including any improvements):

Lots Sixteen (16) and Seventeen (17), Block 9, City of Taylor, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 186, Plat Records of Williamson County, Texas, and having an address of 211 and 215 North Main Street, Taylor, Texas; together with all improvements, attachments and appurtenances thereto.

Other Exceptions to Conveyance and Warranty: None

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
    a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
    b. contains an 80% coinsurance clause;
    c. provides fire and extended coverage, including windstorm coverage;

d. protects Beneficiary with a standard mortgage clause;

e. provides flood insurance at any time the property is in a flood hazard area; and

f. contains such other coverage as Beneficiary may reasonably require;

5. comply at all times with the requirements of the 80% coinsurance clause;

6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;

7. keep any buildings occupied as required by the insurance policy; and

8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.

2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.

3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.

4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.

5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:

a. declare the unpaid principal balance and earned interest on the note immediately due;

b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and

c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
   a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
   b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
   c. any amounts required by law to be paid before payment to Grantor; and
   d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall

not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes voluntarily or involuntarily bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

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

10. The term note includes all sums secured by this Deed of Trust.

11. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

12. If Grantor and Maker are not the same person, the term

Grantor shall include Maker.

13. Grantor represents that this Deed of Trust and the note are given for the following purposes:

> The Note hereby secured represents and is given for the sum of $58,000.00, this day advanced and paid in cash by Beneficiary to the Grantor herein at his special instance and request in accordance with the Chapter 380 Economic Development Agreement dated ____________, executed by and between Beneficiary and Grantor, the receipt of which is hereby acknowledged by him. The terms of this Deed of Trust are also subject to the Economic Development Agreement referenced in the Note hereby secured.

14. If Grantor fails (a) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (b) provide any required insurance on the Property, (c) to make repairs to the Property or to comply with any obligation to maintain the Note in good standing as required herein, then Beneficiary may do so. If any action or proceeding is commenced that would materially affect Beneficiary's interests in the Property, then Beneficiary on Grantor's behalf may, but is not required to, take any action that Beneficiary believes to be appropriate to protect Beneficiary's interests. To the extent permitted by applicable law, all expenses paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Note and, at Beneficiary's option, will be payable on demand. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Beneficiary may be entitled on account of any default. Any such action by Beneficiary shall not be construed as curing the default so as to bar Beneficiary from any remedy that it otherwise would have had.

15. Grantor (Mortgagor) COVENANTS that as long as any part of the obligation set out herein remains unpaid, the makers of the note shall not grant, sell, transfer, assign, or dispose of, nor shall they contract to sell, transfer, assign, convey or dispose of any or all of the above-described mortgaged property offered for security herein (regardless of whether the buyer or assignee "assumes" the obligations or takes the mortgaged property "subject to" such obligations) without first obtaining the consent of Beneficiary. In the event of a violation of this covenant, the same shall constitute a default, for which this Deed of Trust may be enforced, either by Beneficiary's right of foreclosure or other remedy as set out herein.

16. Grantor agrees that in the event of any sale, voluntary, judicial or made under the terms of this Deed of Trust, of the property herein described, the Purchaser at such sale shall acquire title to all insurance policies thereon held by the Beneficiary, including not only all paid, but unearned premiums on said policies.

17. Grantor agrees to furnish to Beneficiary on an annual basis evidence satisfactory to Beneficiary that all taxes, assessments and insurance on the Property have been paid when due and prior to delinquency.

18. In the event a portion of the indebtedness described herein cannot be lawfully secured by this Deed of Trust under the then applicable laws of the State of Texas on the aforesaid real property, it is agreed by the undersigned that the payments first made on the indebtedness secured hereby shall be applied to the discharge of that portion of the indebtedness which is not enforceable under the laws of the State of Texas in existence at that time.

19. The lien securing the payment of the Note hereby secured shall be and remain third and inferior to the liens securing the payment of that certain Promissory Note in the original principal sum of $60,000.00 dated May 30, 2013, executed by Ricardo Hose Zuniga and payable to the order of City National Bank of Taylor, more fully described in a Deed of Trust recorded under Document No. 2013050537 of the Official Records of Williamson County, Texas, and that certain Promissory Note in the original principal sum of $30,000.00 dated May 30, 2013, executed by Ricardo Hose Zuniga and NPRZ Investment Incorporated and payable to the order of City National Bank of Taylor, more fully described in a Deed of Trust recorded under Document No. 2013050541 of the Official Records of Williamson County, Texas, and it is expressly stipulated that should default be made in the payment of the $60,000.00 and $30,000.00 Notes, or any part thereof, principal or interest, as the same shall become due and payable, or in any of the covenants of the Deeds of Trust securing the same, the indebtedness evidenced by the $58,000.00 Note hereby secured, at the option of the holder thereof, shall at one become due and payable.

20. The terms and conditions of an Economic Development Agreement by and between the City of Taylor, Texas, and Ricardo Jose Zuniga, Grantor, dated ______, 2015, is hereby incorporated into this Deed of Trust by reference and any default under the Economic Development Agreement shall be default deemed, at the option of beneficiary, a default under this Deed of Trust.

____
Ricardo Jose Zuniga

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this the _____ day of _____________, 2015, by Ricardo Jose Zuniga.

____
Notary Public in and for
The State of Texas

REAL ESTATE LIEN NOTE

Date: ___________, 2015

Maker: RICARDO JOSE ZUNIGA

Payee: CITY OF TAYLOR, TEXAS,
a home rule municipal corporation

Place for Payment: 400 Porter Street in Taylor, Williamson County, Texas, 76574

Principal Amount: FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS ($58,000.00)

Annual Interest Rate on Unpaid Principal from Date of Note:

NONE

Terms of Payment (principal and interest):

(1) The principal of this Note is due and payable in full upon demand or, if earlier demand is not made, on or before the ____ day of ______________, 20__.

(2) Notwithstanding any language contained herein to the contrary, the terms and provisions of this Note shall additionally be subject to the terms and conditions upon Maker imposed in the Chapter 380 Economic Development Agreement dated __________, 2015, by and between the City of Taylor, Texas and Ricardo Zuniga, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein for all purposes ("Economic Development Agreement") which shall effect repayment of this Note as hereinafter stated.

If the provisions contained within the Economic Development Agreement are fulfilled without default, as determined by Payee in its sole discretion, then in that event, all principal under this Note shall be waived and canceled by Payee and the principal advanced under this Note and shall be deemed a grant to Maker.

Maker shall not be entitled to any grant or waiver of principal of this Note and Maker shall be obligated to repay the principal amount of this Note, plus any default interest, upon notification to Maker from Payee that Maker has defaulted under the Economic Development Agreement or any other default under this Note or the Deed of Trust securing this Note. Interest shall begin to accrue on the principal of this Note from the date of the notice of default given by Payee to Maker.

All payments hereon shall be applied as follows: First, to the reimbursement to Payee of any expenses to which Payee may be entitled under the terms hereof or under the terms of any instrument securing or collateral to this Note; Second, to accrued interest; and lastly, to principal. This Note may be prepaid in whole or in part at any time, and from time to time, without penalty. Any such prepayments shall be applied as aforesaid, except that the portion of any prepayment which is applied to principal shall be applied against the last maturing installments of principal to fall due hereon in the inverse order of their maturity.

All past due principal of and accrued interest on this Note shall bear interest from the date the same becomes due until paid at the maximum interest rate per annum that may lawfully be charged from time to time under whichever of applicable federal or Texas law permits the higher nonusurious interest rate.

Security for Payment: A Deed of Trust of even date herewith executed by Maker hereof to Ted W. Hejl, Trustee, upon the following described real property, to-wit: Lots Sixteen (16) and Seventeen (17), Block 9, City of Taylor, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 186, Plat Records of Williamson County, Texas, and having an address of 211 and 215 North Main Street, Taylor, Texas; together with all improvements, attachments and appurtenances thereto.

The unpaid principal amount hereof at any time shall be the total amount advanced or loaned hereunder by the Payee or other holder hereof to or for the account of the undersigned, less the amount of all payments received on the principal hereof.

If any portion of this Note cannot be lawfully secure by the Deed of Trust lien securing this Note, payments made on this Note shall be applied first to discharge the portion of the Note not secured by the Deed of Trust lien.

Payee and the undersigned Maker, and all sureties, endorsers and guarantors, specifically intend and agree to limit contractually the amount of interest payable on this Note to the maximum lawful amount permitted under the laws applicable to this Note and the indebtedness of the undersigned hereunder in the State of Texas (including any federal laws to the extent the same are applicable and controlling) from time to time in effect and likewise to provide in respect of this Note for only those charges and fees as are permitted thereunder. None of the terms of this Note or of any other instrument pertaining to or securing this Note shall ever create or be construed to create a Lawful Rate or in an amount in excess of the lawful maximum permitted under Applicable Law, and the provisions of this paragraph shall control over all other provisions of this Note and of any other instruments pertaining to or securing this Note that may be in apparent conflict herewith and any such apparently conflicting term, rate or amount shall be, without further action of the parties, reduced to conform with the provisions hereof and applicable law. Similarly, any term or provisions hereof apparently providing for the payment or charging of any fee, charge, expense or other amount not authorized to be made in connection with loans of the type evidenced hereby shall be reformed or stricken, as may be necessary to conform to applicable provisions of law, without further action by any party. If any amount constituting interest under applicable laws that is paid to, or taken or received by Payee or other holder shall be in excess of that calculated at the Maximum Lawful Rate under Applicable Law, then any excess shall be deemed to have been the result of a mathematical error by the parties hereto and shall be refunded immediately to undersigned or, at the option of the Payee or other holder, applied against the unpaid principal balance of this Note, and all provisions and terms hereof respecting interest shall be immediately reformed and reduced, all without the necessity of execution of further documents, so as to comply fully with Applicable Law. All sums paid or agreed to be paid to the holder of this Note for the use, forbearance or detention of this indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread in equal parts throughout the full term of this Note.

Any check, draft, money order or other instrument given in payment of all or any portion hereof may be accepted by the holder hereof and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the holder hereof except to the extent that actual cash proceeds of such instrument are unconditionally received by the holder and applied to this indebtedness in the manner elsewhere herein provided.

It is agreed that time and the unimpaired security of the Payee are of the essence in this Note. Upon a default in the prompt payment of this Note as the same becomes due and payable in accordance with the terms hereof, or upon a failure to observe or perform any term or provision of the Deed of Trust securing this Note, or of any obligation, covenant, agreement or condition imposed upon the Maker hereunder or imposed by the terms of any instrument now or hereafter securing or collateral to this Note, to be observed or performed by the Maker or any guarantors, or in the event any statement or representation by Maker or any guarantors in connection with this Note is or becomes false or misleading in any material respect, then in any such event the entire unpaid principal balance of and accrued interest on this Note shall become immediately due and payable at the election of the holder, and the holder may thereafter pursue any rights or remedies available to the holder under the terms of any and all documents executed by Maker or any other party liable for the payment of any portion of this Note.

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date or the maturity date. All payments called for hereunder shall be in lawful money of the United States of America.

On default in the payment of this Note or in the performance of any obligation in any instrument securing or collateral to it, this Note and all obligations in all instruments securing or collateral to it shall become immediately due at the election of Payee. Maker and each surety, endorser, guarantor and other party liable for the payment of all or any portion of this Note jointly and severally waive all demands for payment, presentments, notices of intention to accelerate maturity, notices of acceleration of maturity, notices of nonpayment, protest, notices of protest, and any and all lack of diligence or delay in collection of this Note or the filing of suit hereon which may occur, and agree that their liability on this Note shall not be affected by any renewal or extension in the time or manner of payment hereof, by any indulgences, or by any release or change in any security for the payment of this Note, and hereby consent to any and all such renewals, extensions, indulgences, releases or changes.

If this Note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, whether or not by suit, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee reasonable attorney's fees in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

Each Maker is responsible for the entire amount of this Note.

The terms Maker and Payee and other nouns and pronouns include the plural if more than one.

Maker (Mortgagor) COVENANTS that as long as any part of this obligation set out herein remains unpaid, the Maker of this Note shall not grant, sell, transfer, assign, convey or dispose of any part or all of the above-described property offered for security herein (regardless of whether the buyer or assignee "assumes" the obligations or takes the mortgaged property "subject to" such obligations) without first obtaining the consent of the holders hereof. In the event of a violation of this covenant, the same shall constitute a default, for which the Deed of trust securing this Note may be enforced, either by the holder's right of foreclosure or other remedy provided to holder.

The lien securing the payment of this Note shall be and remain third and inferior to the liens securing the payment of that certain Promissory Note in the original principal sum of $60,000.00 dated May 30, 2013, executed by Ricardo Hose Zuniga and payable to the order of City National Bank of Taylor, more fully described in a Deed of Trust recorded under Document No. 2013050537 of the Official Records of Williamson County, Texas, and that certain Promissory Note in the original principal sum of $30,000.00 dated May 30, 2013, executed by Ricardo Jose Zuniga and NPRZ Investment Incorporated and payable to the order of City National Bank of Taylor, more fully described in a Deed of Trust recorded under Document No. 2013050541 of the Official Records of Williamson County, Texas, and it is expressly stipulated that should default be made in the payment of the $60,000.00 and $30,000.00 Notes, or any part thereof, principal or interest, as the same shall become due and payable, or in any of the covenants of the Deeds of Trust securing the same, the indebtedness evidenced by this $58,000.00 Note, at the option of the holder thereof, shall at one become due and payable.

"MAKER"

____
Ricardo Jose Zuniga

Fire Sprinkler Proposal

Northstar Fire Protection of Texas, Inc.
4616 West Howard Lane-2 Suite 400
Austin, Texas 78728
(512) 833-0800 Fax: (512) 833-7862
SCR - 0119 • RME 0014

Bid Proposal # 151002-95
DATE: 03/12/15
ESTIMATOR: Mark Maynes

Project: **211 N. Main St**
211 N. Main St
Taylor, TX

SPECIFICATION SECTION	CLASS OF WORK
NFPA 13	Fire Sprinkler System
ACKNOWLEDGED ADDENDA'S	SALES TAX
None	$4,263

Base Bid Interior Fire Protection - Work Included:	Amount
1. Provide required drawings, hydraulic calculations and permits per plans.	
2. Provide required hydrostatic testing of the fire protection system.	
3. All heads to be symmetrical but not necessarily in the center of ceiling tiles.	
4. Interior work is to begin at a flange 1'-0" AFF inside the building.	
5. Provide all required sleeving, fire safing and core drilling.	
6. Hydraulic density as required by NFPA #13 and the City of Austin	
7. Sprinkler head spacing as required by NFPA #13.	
8. Semi Recessed sprinkler heads in the finished ceilings and brass uprights in all exposed areas.	
9. Bond cost is NOT included in the base bid. Add to the Base bid $525	
10. Sales tax is included.	
11. Detector check valve located inside the building is included.	
12. The architect must provide us AutoCAD RCP drawing files at no charge.	
Base Bid Interior Pricing:	**$42,002**

Exclusions

- ** Painting of pipe (prime or finish)
- ** Composite Cleanup - We will cleanup our own identifiable trash/scrap
- ** Electrical, Alarm Wiring, or Alarm Panels
- ** Performance or payment bond (add 1.5%)
- ** Centering sprinklers in tiles and/or architecturally placed sprinklers
- ** Adequate water supply
- ** Overtime/shift work
- ** Heat Tracing and/or Insulation of piping
- ** Fire Extinguishers and/or cabinets
- ** Any general construction work (i.e. concrete pads, water, power, etc.)
- ** Water supply tap, supply to valve pit, valve pit and supply pipe to building
- ** Professional Liability Insurance
- ** Preaction, or Anti-freeze systems. Adequate Heat to maintain 40°F at all times by others.

Above Pricing Valid for 30 Days

AUSTIN AIR CONDITIONING INC.

13620 Immanuel Rd. • Pflugerville, Texas 78660 • (512)252-7711 • Fax (512) 252-7744
TACLB23145E

Richardo Zuniga
211 N. Main St.
Taylor, Texas

May 14, 2014

Design Conditions:
R15 BIB walls / R 30 vented attic, Low E glass .65 U-Value, .30 SHGC assumed window values, window coverings where applicable, and front door facing Worst Orientation
Design Temperatures: Summer 100 / 75 degrees, Winter 30 / 70 degrees

HVAC System: Two 5.0 Ton Systems, 13 SEER (208/230/3 phase)
Two 4.0 Ton Systems, 13 SEER (208/230/3 phase)

Price Includes:
Carrier condensing units; Carrier all electric air handlers, (4) Honeywell FocusPro 6000 programmable thermostat, R8 Fiberglass trunk lines & R8 flexible duct in attic (1 system), exposed spiral ducts & registers to be installed on (3 systems) standard registers, sealed foam buckets, (2) 80 cfm commercial grade exhaust fans with vent pipe, running of copper/ drain/control wire, (4) Fire Smoke Detectors; Scaffold for ductwork installation.; Crane for condensing unit installation; City of Taylor permit fee; system start-up & one-year limited warranty.

Total Price: $32,700

Notes/Options:
1) **Honeywell VisionPro Touchscreen thermostats** can be installed for an extra $110 each.

Exclusions:
Electrical, plumbing, carpentry, connecting drain lines, building catwalks or platforms, jumper ducts, IAO not noted, permitting fees, hanging the stove hood, third party duct testing, sealing supply or return registers to the sheetrock or stove hood makeup air.

Warranty:
Price includes standard limited warranty of one year on the entire installation, with an additional nine years on parts **when registered at www.lennoxregistration.com by homeowner** or four years when not registered. This does not include routine maintenance performed by the property owner or any other limitation as noted on the equipment manufacturer's limited warranty certificate.

Payment Terms:
65% on rough-in, 35% on set-out,
Due Net 10 days
Bids good for 30 days

Acceptance of Proposal / Date

Chris Henderson
President of
AUSTIN AIR CONDITIONING INC.

X

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: **4**

Agenda Title: Receive update on storm activities.

Council Action to be taken: Receive information.

Initiating Department: **City Management**

Staff Contact: **Isaac Turner; Chief Ekiss**

1. INTRODUCTION/PURPOSE

Staff will present most recent updates on flood recovery activities and initiatives.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: 5

Agenda Title: Consider authorizing the City manager to waive permit fees for properties impacted by the recent storm and flooding event.

Council Action to be taken: Approve request as presented.

Initiating Department: **City Management**

Staff Contact: **Isaac Turner**

1. INTRODUCTION/PURPOSE

Staff will present a request for Council to authorize the City Manager to waive permit fees for those residents effected by the recent flooding event.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: **6**

Agenda Title: Discuss and consider audit initiatives for City facilities, street-lights, and phone systems.

Council Action to be taken: Discuss and approve.

Initiating Department: Administration & Finance

Staff Contact: Rosemarie Dennis, Finance Director,
Noel Bernal, Assistant City Manager

1. INTRODUCTION/PURPOSE

The City of Taylor will have three (3) independent audits performed in the areas of energy-efficient LED lighting, telecommunications (phone systems), and street-lights. The purpose of these audits is to seek cost recovery, and to identify ways to eliminate/reduce costs to the City.

2. DESCRIPTION/ JUSTIFICATION

City staff continues to seek ways to become more efficient throughout all departments and operations. Each audit will deliver different results in the targeted areas of lighting, phone systems, and streets lights. The companies being engaged to perform the audits are Everywattmatters, The Spyglass Group, and US Energy Audit Services. The final recommendations will consist of ways for the City to reduce expenditures through energy-efficient LED lighting, and by reducing or eliminating services. The results may also lead to one-time revenues based on cost recovery through errors in charges for street-lights and phone systems services.

3. FINANCIAL/BUDGET

<u>Street-Light Audit</u>

The street-light audit will cost $3,875 to the City for the field assessment. US Energy Audit Services would receive 49% of any refunds or credits due to the City based on audit findings.

Lighting Audit

The lighting audit will be at no cost to the City. Direction will be needed from City Council in order to implement the LED lighting retrofitting recommendations.

Phone Systems Audit

The phone systems audit is at no cost. However, should the City be entitled to compensation in the form of refunds or credits, Spyglass would receive 50% of phone system costs recovery.

Other costs include:

1) Service Elimination Savings- For any monthly cost reduction relating to cancellation of any services

2) Cost Reduction Savings- For any monthly cost reduction relating to modifications, consolidation or negotiation of any service, account or contract, including post discounts usage rate improvements.

Payment is 12 times the amount of these savings.

4. TIMELINE CONSIDERATIONS

The phone systems audit is scheduled to be performed over a 6-8 week period. The street-light audit will take six (6) months – 1 year. The LED lighting audit field work will take 1-2 days and the report will become available in approximately two (2) weeks after the assessment is completed.

5. RECOMMENDATION

Audit contracts have been approved administratively. Staff recommends that City Council approve audit presentations for City facilities, street-lights, and phone systems.

6. REFERENCE FILES

6a. Spy Glass Agreement and Brochure
6b. US Energy Audit Services Agreement and Brochure
6c. Every watt matters Brochure

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Taylor** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services**. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees**. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment**. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Term**. The term of this Agreement shall commence on the Effective Date and shall continue until such time as Auditor completes the Services and/or at such time when Company determines to terminate Auditor's Services.

The expiration or termination of this Agreement for any reason does not terminate the rights and obligations of the parties under Section 6 which shall survive any expiration or termination. The expiration or termination of this Agreement for any reason also does not terminate the obligations of Company under Sections 2 and 3 of this Agreement to pay Auditor fees if Company elects to implement any of the recommendations made by Auditor within twelve (12) months of Auditor delivering the recommendation to Company (even if Company implements such recommendations on their own).

5. **Venue and Jurisdiction**. Each Party irrevocably consents to the exclusive jurisdiction of the courts of Williamson County, Texas and the federal courts situated in the State of Texas, in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement or otherwise arising under or by reason of this Agreement. Notwithstanding the foregoing, any judgments entered in an action under this Agreement may be enforced in any court of competent jurisdiction.

6. **Miscellaneous**. This agreement is governed by the laws of the State of Texas, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY	**AUDITOR**
City of Taylor	The SpyGlass Group, LLC
Signature: Rosemarie Dennis	Signature: ____________
Print Name: Rosemarie Dennis	Print Name: Edward M. DeAngelo
Date: 5/15/2015	Date: ____________

SpyGlass

800.466.2186 // info@spyglass.net

ABOUT US

TESTIMONIAL

"By engaging SpyGlass, we were able to eliminate numerous unused voice and data services as well as re-negotiate and greatly improve one of our carrier rate structures. SpyGlass delivered on their promise to remedy the challenges associated with communications billing, and they drastically reduced the amount that we will spend over the coming years."

Gary Zrimec, CEO
North Ohio Heart Center

SpyGlass is a highly specialized cost consulting firm operating in the Telecommunications Expense Management (TEM) industry. SpyGlass' corporate headquarters is in Westlake, Ohio, and collectively, the founders have over 40 years of telecommunications experience. The founders' detailed knowledge and understanding of carrier billing was formed from many years spent working for the carriers selling and integrating carrier services.

In 2001, this knowledge base became SpyGlass. In all their years working on the carrier side of the industry, the founders identified a clear need in the marketplace for cost consulting designed to help fiscal managers within organizations streamline and understand the telecommunications line item of their P&L. Discovering that most CFO's and Controllers responsible for managing organizational expense rarely possess the amount of time or skill set necessary to track down all the anomalies characteristic of telecom billing, they moved to the end-user side of the industry and engineered a process to remedy these challenges.

SpyGlass' quick growth to more than 1,900 clients is indicative of our ability to bring visibility to a perplexing cost-center that often goes overlooked. Various trade association endorsements, referrals, and highly-satisfied clients have paved the way for our firm's organic growth. A look at our client list will reveal clients in nearly every industry imaginable. By employing our proprietary process and tools and knowledge, our engagements lead to millions of dollars in savings for our clients annually.

Back to top

SpyGlass

800.466.2186 // info@spyglass.net

METHODOLOGY

TESTIMONIAL

"I highly recommend SpyGlass... They discovered and eliminated various unused communications services, uncovered provider account adjustments, and negotiated rate reductions on our behalf. These activities resulted in historical recoveries and will lead to significant savings on our communications in the future. SpyGlass came in and got the information they needed to do the analysis - the effort we had to put into that endeavor was minimal. We are always looking to ensure that we are being good stewards of the public's funds and SpyGlass' attention to detail and process benefited us greatly."

**Coleen Santee, Director of Information Technology
Northeastern Ohio Universities College of Medicine**

Our methodology is clear. Uncover the relevant information and present it in an understandable format to enable fiscal executives to make sound business decisions.

This may sound simple and that is precisely the point. We possess the technical knowledge and processes to understand your communications cost center and the business acumen to distill it into a language and actionable data that you can use to benefit your P&L. We bridge the gap between CFO's and Controllers, who typically lack the technical knowledge relevant to this area, and their IT staff members.

Understand that IT staff members often initially view our presence with some level of defensiveness. Without understanding our precise focus, they tend to draw two incorrect conclusions about us:

1. They assume we will recommend dramatic shifts in technology or provider changes.
2. They contend that that their technical skill set is the same as ours and, thus, our services are not needed.

Our history and success make it clear that neither of these conclusions is true. First, less than 2% of all of our client engagements result in ANY technology or provider change. Second, our operations staff are **billing experts** that have the unique ability to dissect large volumes of complex carrier billing and isolate savings opportunities. The plain truth is that this is a skill not usually possessed by highly qualified IT professionals.

Back to top

SpyGlass

800.466.2186 // info@spyglass.net

TESTIMONIAL

"Driving the [telecom expense management] market is a simple but compelling financial argument ... companies can save 26% on average."

CFO-IT Magazine

At the core of all SpyGlass client engagements is our proprietary analytical process. The key characteristic of this process is the creation of highly detailed and organizationally comprehensive inventories of the communications cost center. Our analysts' ability to dissect and reorganize large volumes of complex carrier billing data from multiple key sources is the foundation, the engine, and the value of this process. The carriers' complex legacy billing platforms confuse customers and prevent visibility into contracts and billing. Obviously, this causes frustration for fiscal managers seeking to hold the carriers accountable from a P&L cost-management perspective.

Our inventories systematically delineate every single line, circuit and service that our clients are paying for location by location and account by account. Then, they break down every cost component for each of those services to offer a comprehensive, and more importantly understandable, view of the intricate billing detail. All client engagements begin with this critical, time-consuming task. From here, client objectives and goals dictate the remainder of the engagement. Whether clients are seeking one-time cost center review, ongoing cost center review and management, technology upgrade feasibility analysis or other independent communications consulting assistance, we have an engagement structure to meet those needs.

As a courtesy to our clients, we have intentionally constructed our engagements to make it very simple for an organization to get started. Only a very limited set of background materials is needed from the client. In addition, our analytical process, which typically only lasts 4 – 6 weeks, is performed entirely at SpyGlass' headquarters which creates an extremely non-invasive engagement.

Our fee structures vary depending on the overall design of the engagement and client objectives. Providing a very attractive ROI on our fee generated through savings and value delivered is our primary goal.

Back to top

THIS AGREEMENT entered into this 8th day of June ,2015, by and between City of Taylor hereinafter referred to as Client, located at: 400 Porter St. , City: Taylor State: Texas and evSolar Energy, LLC hereinafter referred to as Consultant and the relationship of Consultant and Client.

Consultant will conduct a ***Streetlight Audit*** that will analyze prior streetlight inventory, wattage, locations, rate tariffs and metered locations to determine any errors in billing and the amounts paid by Client are correct. Consultant will inform the Client of the results of the analysis and will seek to obtain refunds for any past overbillings which the consultant determines have occurred. The Client not the Consultant is responsible for any under billings owed by the city determined by the audit. As an initial fee the client agrees to pay $3,875.00 for a field audit of the streetlight inventory provided by the utility company along with an automated record (KMZ) file and exception reports. The field audit fee will be invoiced and due 30 days after the field audit is completed and the KMZ file and reports have been submitted to the client. The Client agrees to pay the Consultant 49 % (% Fee) of any refunds from the streetlight audit. Any future savings from the audit will be the clients from the completion date forward.

The client agrees to provide a signed letter of authorization agreement to authorize the consultant access to energy billing data needed to conduct the audit. The letter of authorization agreement will expire on the same day the final audit results are delivered to client. An attached SOW (statement of work) in total is part of this signed contract.

Consultant's % fee is not due until Client receives verified refund(s). Client agrees to pay Consultant's % fee within (30) days after receipt of refunds.

There is no % fee due/payable to the consultant if there are no refunds or credits obtain.

Agreed and Accepted:

Client: ______________________

By: ______________________
Signature Title

Date: ______________________

evSolar Energy, LLC:

By: [signature] President
Signature

Date: June 8, 2015

US Energy Audit Services, (usEAS) an affiliate of evSolar Energy, LLC the (Consultant) will conduct a streetlight audit for the city. Streetlights within the city are owned, operated and maintained by the energy provider ONCOR. The city pays a monthly service rate for each wattage type of streetlight within the city's inventory. It is anticipated through a comprehensive streetlight audit refunds and savings could be available. The SOW (statement of work) in total is part of the signed agreement between the Consultant and Client.

STATEMENT OF WORK

- We will work with your utility energy provider and REP to secure a detailed inventory of all streetlights. Perform an audit based on the relevant parameters and identify and verify all discrepancies.
- Obtain 36 month billing history from ONCOR to determine billing history.
- Conduct a streetlight field audit based on ONCOR's streetlight inventory to verify discrepancies between the actual field inventory and ONCOR's inventory under the terms of the agreement.
- Provide a complete detailed report outlining the findings with all supporting documentation and an automated record (KMZ) file format of ONCOR's streetlight locations.
- Any additional scope of work agreed upon between the consultant and the client will cost $125.00 per man hour plus expenses.

City Initials:__________ Date: June 8, 2015

Letter of Authorization for the Request of Historical Usage Information Form

Date: June 8, 2015 Expiration Date/Unlimited: June 8, 2017

Select Transmission and/or Distribution Service Provider (TDSP) (Required: Select the TDSP the request applies to.)

☒Oncor ☐CenterPoint Energy ☐Sharyland

☐AEP ☐TNMP ☐Nueces

Please accept this letter as a formal request and authorization for the above referenced TDSP to release energy usage data, including kWh, kVA or kW, and interval data (if applicable) at the following location(s) to Larry McGuffin @ evSolar Energy, LLC. This information request shall be limited to no more than the most recent 12-month period of service. If the Electric Service Identifiers (ESI ID(s)) are metered using an Interval Data Recorder (IDR), please indicate whether summary level and/or interval data is required.

☒ Summary Billing Data Only ☐Interval Data Only ☐Both Summary and Interval Data

☒ Streetlight Inventory (excel format)

Please forward usage and Load information in electronic (Microsoft Excel) format using Retail Market Guide Section 9, Appendices, Appendix B4, Transmission and/or Distribution Service Provider Response to Request for Historical Usage, to:
E-mail: larry.mcguffin@evsolarenergy.com

If an attachment is used, please use a separate attachment per TDSP with the ESI IDs that are specific to a TDSP. The TDSP will reject submitted ESI IDs that are not located within the TDSP's territory.

Service Address ESI ID Number (found on bill)

AUTHORIZATION

I affirm that I have the authority to make and sign this request on behalf of my company for all ESI IDs that are associated with this request.

_______________________________ City of Taylor
(Signature) (Company)

☒ By checking this box, (requesting party) evSolar Energy, LLC affirms that they have authorization from the Customer identified below to obtain Customer's historical usage information and holds the TDSP harmless for providing the historical data to requested party as identified on this form.

_______________________________ _______________________________
(Name, printed) (Billing Street Address)

_______________________________ Taylor, Tx
(Title) (City, State, Zip Code)

____
(Telephone Number)

Lighting as a Service

Upgrade Your Lighting to LED

NO INVESTMENT-HIGHER QUALITY LIGHTING-GUARANTEED SAVINGS

LIGHTING SERVICES EVERY Watt MATTERS
ENERGY SERVICES COMPANY

Lighting for Comfort

A Lighting Services Agreement (LSA) can fast-track your lighting upgrade project while eliminating the fiscal constraints that can stop a lighting project before it is even conceptualized.

You can upgrade your lighting systems, improve the light quality and reduce energy consumption without the need for any capital expenditures and the tough choices that arise during the budgeting process.

Replacing fluorescent lights that flicker and strobe with LED tubes, will eliminate the eye strain and fatigue that comes with working under conventional fluorescent lights. You'll also eliminate mercury, the health risk and the high cost of disposal that comes with every fluorescent bulb.

Using 50+% less energy consumption, LED lights will produce brighter, clearer light without the flicker that often irritates the optic nerve leading to employee complaints about headaches and fatigue. LED lights contain NO hazardous materials, don't flicker or strobe and are completely recyclable.

Unlike a capital improvement project, a LSA requires NO capital investment. EWM-ESCO, LLC will make the investment to install new energy efficient lights and enter into a monthly lighting services agreement with your organization.

Enjoy the

Freedom

EWM-ESCO will pay all costs involved in auditing, engineering and installing new energy-efficient lighting.

EWM-ESCO will conduct a complete audit of all of your existing lights. We'll gather all of the details of your operating patterns and discover where you need brighter lights, dimmers, occupancy sensors or different color temperatures in order to produce optimum conditions.

We'll present a preliminary report that will:

- Identify the cost of operating and maintaining your current lighting system
- Recommend product upgrades
- Guarantee savings and
- Quote a monthly service fee

If the numbers look attractive and you wish to proceed, we'll carefully review all of the assumptions we used develop your current cost to operate and maintain your current lights. If any discrepancies are found, adjustments will be made.

A final Lighting Services Proposal and Service Contract will be presented showing:

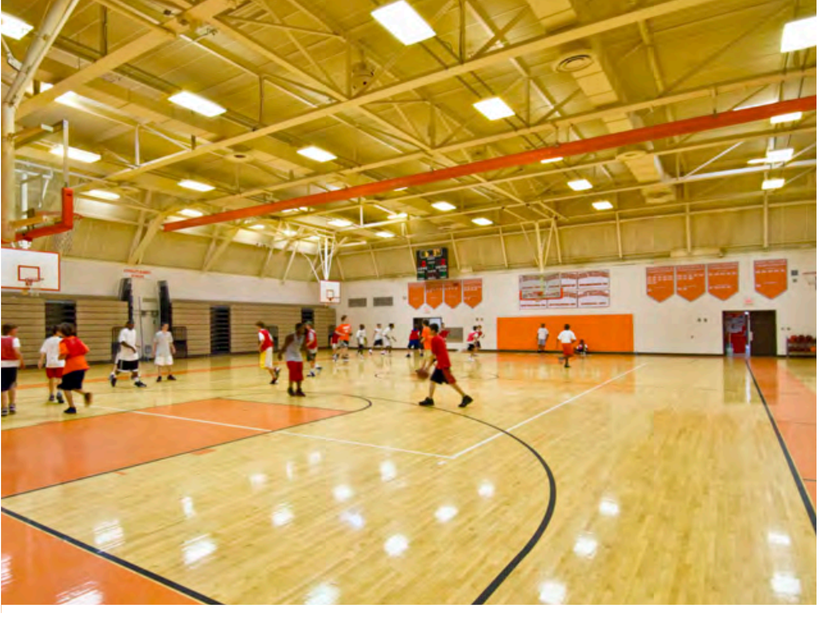
- Guaranteed savings amount
- Monthly service fee
- Option to purchase the entire system at contract end

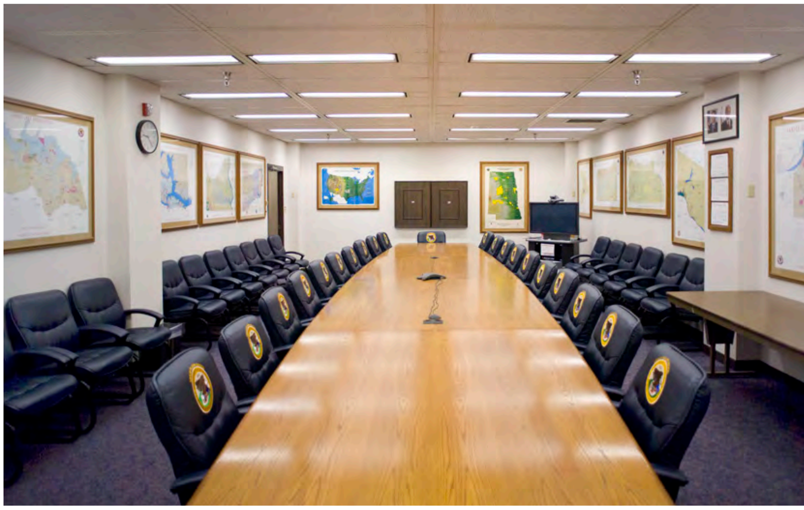
Lighting for Satisfaction

When you give us the go-ahead, we'll install samples in each area until you are 100% satisfied with the amount of light and color temperature. After you have signed off on each of the final selections, the production order will be placed with the factory.

You will be informed of the anticipated delivery and installation dates which will be coordinated with you to minimize any disruptions. EWM-ESCO will pay for all of these costs. Once the entire new lighting system is installed and operating, you'll make your first monthly payment.

EWM-ESCO, LLC maintains ownership and maintenance responsibility for the lighting system. For the life of the Service Agreement, EWM-ESCO will provide 100% of all replacements for failed LEDs and drivers at no cost.



Trouble Free Lighting

During the contract period, EWM-ESCO will own the lighting system and will at all times provide a supply of spare parts stored in your storage room to assure you of trouble free access to any and all needed replacement parts during the contract period.

Based upon you verifying the numbers, you'll be guaranteed to save a specific minimum amount of money currently being used to pay for: electricity for lighting, maintenance labor and the cost for replacement bulbs and ballasts.

EWM-ESCO's LSA can be terminated or renewed annually

EWM-ESCO will guarantee that you will save money purchasing:

- Electricity
- Replacement bulbs and ballasts
- The labor hours used to maintain your current lighting system

Click here to register for a no cost lighting audit and to learn more about this program

Every Watt Matters

Educating | Partnering | Results

Your Expert Source for "Best –In –Class" Lighting Solutions

www.everywattmatters.com

ENGINEERING

Complete **LED** Solutions

Since 2008, we have been qualifying "Best-in-Class" manufacturers worldwide and contracting with them to build EWM products to our exacting specifications.

We will only work with the most competent factories whose products have the highest reliability ratings. As a result, we are able to offer an insurance backed product warranty.

Our know-how and many years of experience enable us to engineer a custom solution that provides our clients with the BEST long term value. Additionally, EWM has several patents pending covering its own proprietary lighting and control features.

WE HELP OUR CUSTOMERS SOLVE MORE THAN THEIR LIGHTING ISSUES

- REDUCED ENERGY COSTS
  Lighting energy costs reduced by a minimum of 50% to 80%
- REDUCED MAINTENANCE COST
  Lighting maintenance is virtually eliminated
- IMPROVED SAFETY
  Brighter light provides a safer workplace
- INCREASED PRODUCTIVITY
  Higher quality, brighter light encourages better performance
- ENHANCED SUSTAINABILITY
  Achieved by drastically reducing energy consumption while delivering light when and where it's needed

MORE LIGHT - LESS ENERGY - NO MAINTENANCE - 10^{+} YEARS

OUR COMPREHENSIVE 5-STEP APPROACH

1. INFORMATION INTAKE

A EWM Lighting Consultant will analyze the facility's existing light fixtures and record the facility's hours of operation as well as operating patterns to determine the appropriate lighting system and controls for each work area.

2. PRELIMINARY PROPOSAL

A financial analysis and quote that includes a budget for installation and all available utility rebates.

3. SAMPLE PRODUCT INSTALLED

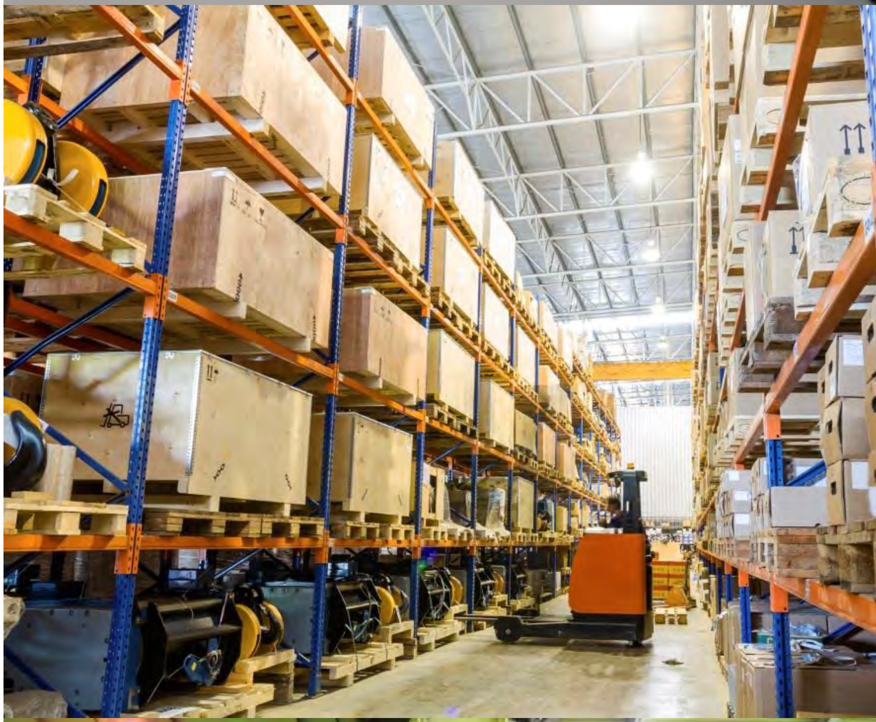
Upon agreement, sample products will be supplied to assure Client's total satisfaction and updated Proposal presented for approval.

4. PROJECT IMPLEMENTATION AND MANAGEMENT

EWM will schedule the product production, shipment and installation according to your preference to minimize any disruption.

5. PROJECT CLOSEOUT SERVICES

- Government approved recycling or disposal of existing bulbs and fixtures at job completion
- Instruction on proper operation of new lighting system.
- Issue the Manufacturer's standard warranty or the optional insurance backed Warranty and Energy Savings Guarantee.



Partial Client List:

PERFORMANCE PLEDGE

- Lighting energy cost will be reduced 50% - 80%
- Dramatically Improved quality of light at the work surface
- Replacement and disposal costs of bulbs and ballasts are virtually eliminated for 10+ years
- Photometric analysis to ensure optimal product effectiveness
- A complimentary analysis to show cost savings, energy saved (kWh), maintenance savings, CO2 reduction and payback time
- Seeing is Believing –We provide sample products for a trial period so you can see and experience the difference first hand
- Guaranteed lower cost and better lighting is a phone call away: *888-234-0181*

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Consider approving revised policy for the TexShare Library Card program.

Council Action to be taken: Approve as presented

Initiating Department: Taylor Public Library

Staff Contact: Karen Ellis, Library Director

1. INTRODUCTION/PURPOSE

The TexShare Card is a state-wide library card, available at participating libraries in Texas. The Taylor Public Library does participate in this program. A policy on how an institution handles this program is required and posted on the Texas State Library and Archive Collection's website. The Taylor Public Library policy was approved by City Council on September 23, 2008.

2. DESCRIPTION/ JUSTIFICATION

The Staff of the Taylor Public Library and various patrons have recommended that the expiration of a TPL issued TexShare card be changed from 6 months to 12 months. A qualifying TPL patron would be able to use a TexShare card for 1 year before renewal is required. The original choice to the 6 month card was to mitigate any cost to the Taylor Public Library—if a TPL patron with a TexShare card goes to another library and loses materials, Taylor Public Library must pay those costs if the patron does not.

During the past 7 years the Taylor Public Library has had no incident of paying for a TPL patron's misuse of their TexShare Card.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The Library Advisory Board reviewed this policy at their April 21, 2015 meeting. It is the recommendation of the Library Advisory Board and Library staff that the policy be changed to reflect an expiration of 12 months rather than 6 months.

6. REFERENCE FILES

7a. Current policy with recommended change highlighted.

Taylor Public Library	**Approved by Library Board: Aug 19, 2008** **Revised approved: April 21, 2015** **Approved by City Council: Sept 23, 2008** **Revised approved:**	
TexShare Card Policy	**Revised:**	**Page 1 of 2**

Limitations: Visiting TexShare cardholders are limited to 2 items checked out at a time. Regular circulating materials are available for check out, as detailed in the Taylor Public Library Circulation Policy. Rules for card use are per the TPL Circulation Policy. Interlibrary Loan is not available for visiting TexShare cardholders. If a visiting TexShare cardholder has any existing fines or fees, circulation privileges will be suspended until fines or fees are paid or resolved.

Eligibility: Current adult Taylor Public Library cardholders in good standing, with no pending fines or lost or damaged items may apply for a TexShare Card. TPL patrons are eligible for a TexShare Card after holding a Taylor Public Library card for 4 months with no pending fines or outstanding issues. TexShare Card applications and renewals must be made in person.

Visiting TexShare cardholders must complete a Taylor Public Library application form in person, according to TPL Circulation Policy, and present: 1. Their current TexShare Card, 2. A current & valid photo ID, 3. Proof of current address, 4. Their valid home library card.

Hours: Regular Taylor Public Library Hours of operation, with holidays and closures as posted. Normal hours are: Monday & Thursday 9:00 – 8:00; Tuesday, Wednesday, Friday 9:00 – 6:00; Saturday 9:00 – 2:00.
(See Library webpage: http://www.ci.taylor.tx.us/index.asp?NID=152)

Card Availability: Cards are available during Taylor Public Library open hours, up until 10 minutes prior to closing. TexShare Cards will expire after ~~6 months~~ 1 year or by the expiration date of the TexShare Card issued by the home library—whichever is sooner. TexShare cards may be renewed.

Renewal of Materials: Library materials may be renewed in person, phone, or e-mail. Presentation of a Library card is not required for renewal of materials. Materials may be renewed up to 4 times. Items that are on reserve for other patrons may not be renewed.

Returns: Items must be returned to the Taylor Public Library by the due date. Items may be returned at the Circulation Desk or through the outside book drop, which is open 24 hours.

Overdues: Taylor Public Library does not accept responsibility for notifying borrowers of overdue materials, however, as a courtesy, notices may be mailed.

Recalls: Taylor Public Library does not typically recall items.

Non-Circulating Items: As per TPL Circulation Policy, reference materials, periodicals, archives materials, and other materials as determined by the Library Director are not available for check out.

Loan Policies: Generally, circulating library materials are checked out for a 2-week period. New Books will be checked out for a 1-week period.

Fees: 10¢ per day, per item, with a maximum fine of $5.00 per overdue item. Damages will be charged according to the Circulation Policy. All other fines and fees prescribed by the Circulation Policy apply as appropriate.

Lost Items: Items are considered lost when so declared by the Library or the patron. Lost items will be assessed at replacement value plus applicable overdue fees (up to $5.00 per item).

Billing: Bills for fines, damaged materials, or lost materials are due at the time they occur. Payments may be made to the Taylor Public Library, 801 Vance Street, Taylor, TX 76574. Failure to pay will result in loss of all library privileges.

Additional: Additional information on library policies and procedures is available at the Library's webpage: http://www.ci.taylor.tx.us/index.asp?nid=25
Information is also available by contacting Library staff at 512-352-3434.

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Receive presentation on the Hide, Lock, and Take Awareness Program

Council Action to be taken: No action necessary, receive information**.**

Initiating Department: Police Department

Staff Contact: Henry Fluck, Chief of Police

1. INTRODUCTION/PURPOSE

Hide, Lock, and Take is a Burglary of Motor Vehicle Awareness, Prevention, and Crime Reduction Program.

2. DESCRIPTION/ JUSTIFICATION

Hide, Lock, and Take is a community educational campaign to **Hide** your things, **Lock** your car, and **Take** your keys. Burglary of Vehicle is a crime that continues to occur in Taylor. In the large majority of the Burglary of Vehicles the criminal suspect is opening an unlocked door and stealing valuables. Because the door is unlocked, entry is simple and easy and forced entry is not required.

- Color door hangers have been designed and printed.
- Patrol Officers are to distribute these door hangers when they observe unlocked doors, open garage doors, or open windows.
- In addition, specific neighborhoods will be identified depending on crime patterns and the entire neighborhood is to be canvassed by Officers who distribute door hangers.
- Community education is required for residents to not only understand but take active measures to avoid being a victim and protect their property.

3. FINANCIAL/BUDGET

Printing costs, at this time we have expended $454.00

4. TIMELINE CONSIDERATIONS

The educational campaign begins at this Council Meeting and it will continue for the remainder of this fiscal year.

5. RECOMMENDATION

Receive presentation.

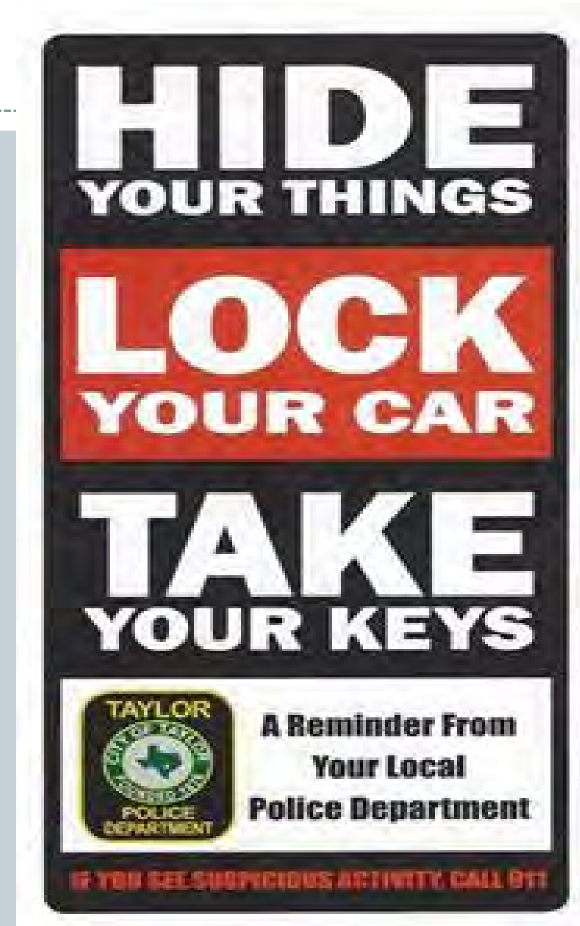
6. REFERENCE FILES

8a. Hide, Lock, and Take PowerPoint Presentation.

TAYLOR POLICE DEPARTMENT

GOAL

Prevent crime by reducing the criminal's opportunity through Pro Active promotion of the HIDE – LOCK - TAKE program City Wide

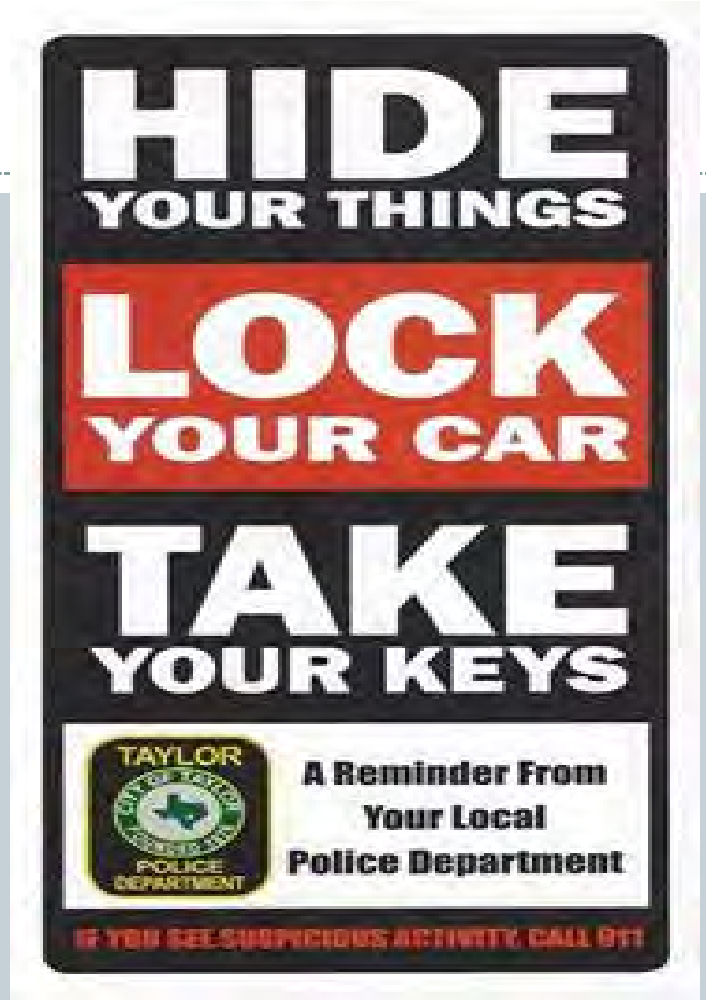


TAYLOR POLICE DEPARTMENT

WHY ?

- Taylor continues to experience Burglary of Motor Vehicles.

- The large majority of the reported burglaries occur by the criminal merely opening unlocked doors, without forced entry.



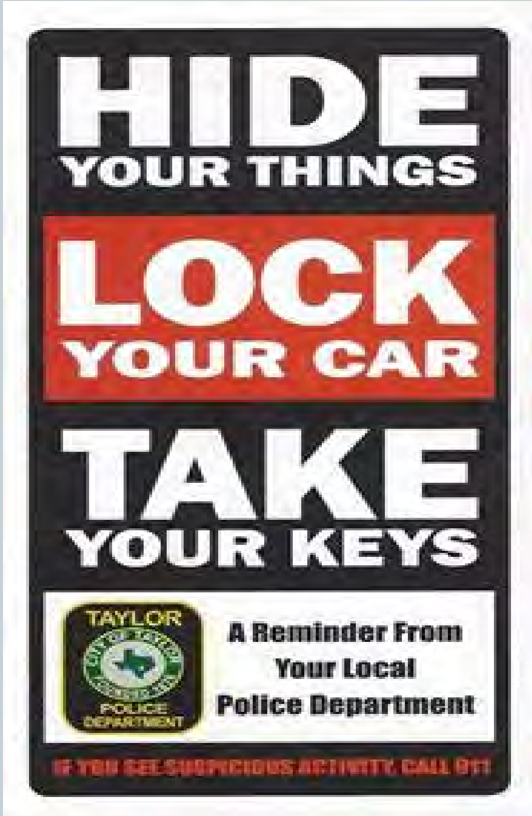
Taylor Police Department

Cars

- Stolen in the unlocked, unsecured vehicles are visible electronic devices, cash, handbags, wallets, tools, and even firearms.

Trucks

- Stolen in the unsecured back of pick-up trucks are power tools, golf clubs, generators, air compressors, tool boxes, copper, and brass.

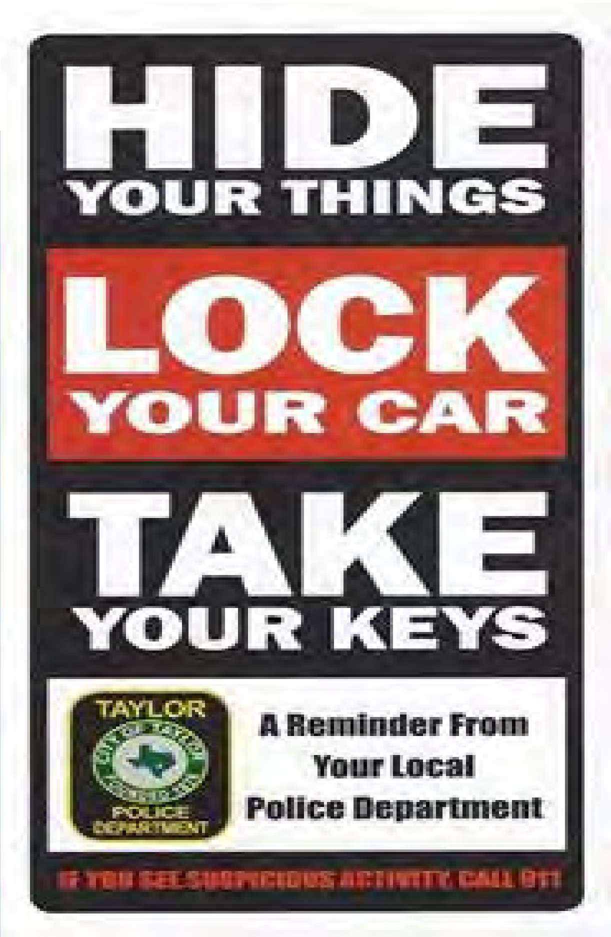


TAYLOR POLICE DEPARTMENT

OBJECTIVE

To reduce the number of burglary of motor vehicle offenses and protect your property by:

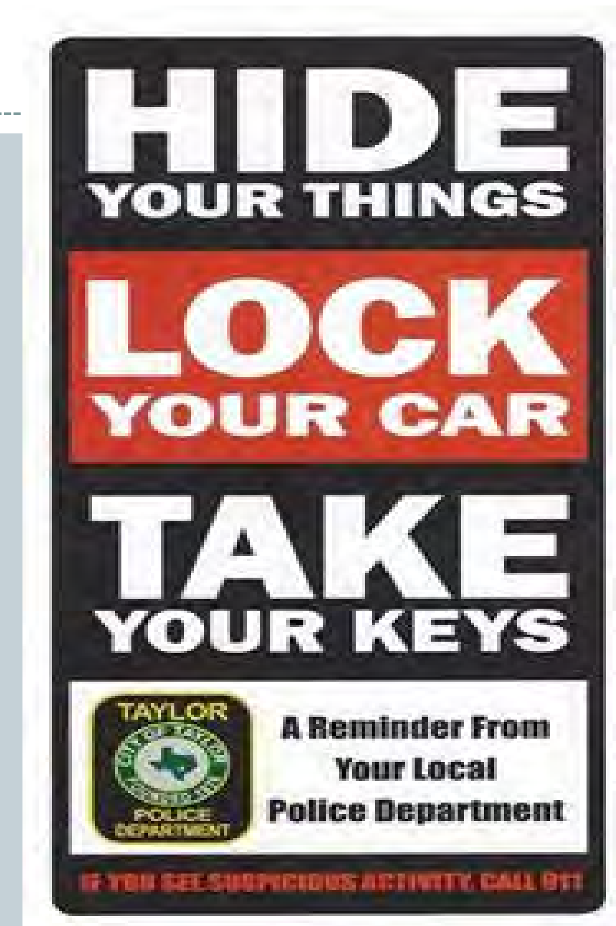
- Be aware of your surroundings.
- Park in well-lit areas
- Remove or hide visible items from inside your car or truck.
- Lock your car.
- Take your keys.



TAYLOR POLICE DEPARTMENT

TAYLOR NEIGHBORHOOD WATCH

Community Partnership



City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: **9**

Agenda Title: Receive presentation on the Neighborhood Crime Watch Program

Council Action to be taken: No action necessary. Receive Information**.**

Initiating Department: Police Department

Staff Contact: Henry Fluck, Chief of Police

1. INTRODUCTION/PURPOSE

The Neighborhood Watch Program has worked to unite Police Departments and residents in a neighborhood effort to reduce crime and improve local communities.

2. DESCRIPTION/ JUSTIFICATION

The Police Department desires to expand the Neighborhood Watch Program by increasing the number of neighborhoods who register and actively participate in the program. The Police Department will explain the process of implementing a Neighborhood Watch Program.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Ongoing.

5. RECOMMENDATION

Receive information.

6. REFERENCE FILES

9a. Neighborhood Watch PowerPoint Presentation.

Taylor Police Department

Neighborhood Crime Watch Program

What is Neighborhood Watch?

Since 1972, the Neighborhood Watch Program has worked to unite Police Departments and residents in a neighborhood effort to reduce crime and improve local communities.

The program is organized at the neighborhood level.

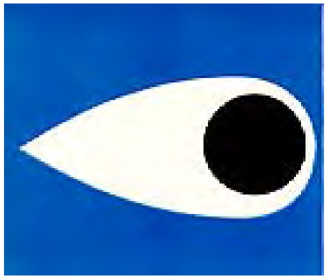
Police assist neighborhoods to organize with the primary objective of proactive crime prevention.

Neighborhood Watch

Participants receive on-going education from police on many topics to include:

- Basic crime prevention measures to safeguard you, your home, your car and your valuables.
- Being observant, and recognizing suspicious activity.
- How to report city “nuisance” violations and graffiti.
- “Close Patrol”- Patrol Officers check on temporarily vacated homes.

What Can We Expect



Studies show that areas with Neighborhood Watch Programs have experienced a decrease in crime within their neighborhood.

Active Neighborhood Watch= Decrease in real crime.

IMPLEMENTING

Starting a Neighborhood Watch Program:

- Registration with the Police Department.
- Reaching out to neighborhood residents.
- Finding volunteers within neighborhoods and selecting Block Captains and Co-Captains.
- Provide on-going training, personal contact. and resources to each watch group

ISSUES TO CONSIDER

- Staff –Time and Availability.
- Training.
- Continued involvement/ sustainability.
- Recruiting Block Captains and Volunteers.

CONSIDER

TAYLOR POLICE DEPARTMENT

Questions ?

A corner stone Community Policing approach to crime prevention, security and improved quality of life in Taylor.

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: 10

Agenda Title: Continue discussion regarding the report from Parks Advisory Board regarding West End School property.

Council Action to be taken: Continue discussion about next steps.

Initiating Department: Parks and Recreation

Staff Contact: Isaac Turner, City Manager

1. INTRODUCTION/PURPOSE

The purpose of this item is to continue the discussion after receiving the report from the Parks and Recreation Advisory Committee regarding any potential recreational use for the West End campus, located at 1301 Ferguson.

2. DESCRIPTION/ JUSTIFICATION

At the March 12th meeting Council requested the Parks and Recreation Advisory Committee provide a recommendation regarding potential use of the facility. The advisory board conducted tours of the facility, along with city staff, on March 28th, 2015 and April 22nd, 2015 and reported their findings to the Council on May 14th.

3. FINANCIAL/BUDGET

There are no budgetary items at this time, however, any potential recreational use will have future budget implications.

4. TIMELINE CONSIDERATIONS

There are no timeline considerations at this point, however nature of the board's recommendation is contingent on an update to the 2005 Parks Master Plan.

5. RECOMMENDATION

It is the recommendation of the Board that the West End facility be reserved for future recreational use. The Board would like to refrain from making a specific recommendation on the recreational use until the 2005 Parks Master Plan can be updated.

6. REFERENCE FILES

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #:	**11**
Agenda Title:	Review Strategic Plan goals and objectives for Downtown and Parks and recreation.
Council Action to be taken:	Receive draft plan.
Initiating Department:	City Administration
Staff Contact:	Isaac Turner, City Manager

1. INTRODUCTION/PURPOSE

This is an opportunity for council to review and comment on the next set goals included in the Strategic Plan.

2. DESCRIPTION/ JUSTIFICATION

Information for each goal will be expanded and include time lines for completion. The expanded information will be incorporated into a tracking sheet in the final version.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Review and comment.

6. REFERENCE FILES

11a. Presentation

City of Taylor

Strategic Plan 2015-2020

Goal 2. Streets

Objective 1. Re-do 6-10% of poor streets over the next 24-36 months

- Review Pavement Management System for layout of poor streets of "Taylorsville"
- Evaluate City's financial capacity to issue additional bonds
- Meet with Freese & Nichols on methodology and development of street fee
- Align Transportation User Fee and Bonds with FY16 budget
- Determine availability of other funding for street improvements
- Present recommendation to City Council for consideration during 2015 budget process.

Goal 2. Streets

Objective 2. Identify Funding Sources Including:

a. CDBG Funds
   - Allocate CDBG funds within CIP for poor streets

b. Utility Bill Fee
   - Develop methodology for Street Fee with Freese & Nichols
   - Create Ordinance for Transportation User Fee

c. MDUS
   - Meet with City Engineer to evaluate drainage needs of poor streets for joint-funding

d. Available fund for Downtown Streets
   - Verify bond monies ($1.2 million?) and amount of streets that can be done

e. TIF Funds for some areas
   - Evaluate the use of TIF funds for streets in strategic areas of Downtown

Goal 2. Streets

Objective 3. Look at possibility of adding sidewalks as streets are redone

- Meet with City Engineer to determine sidewalk needs associated with poor streets
- Generate cost estimates & determine possible funding sources
- Meet with grant writer for possible sidewalk grant funding

Goal 2. Streets

Objective 4. Sidewalk assessment

- Meet with City Engineer to develop needs assessment of sidewalk based on 105 miles of streets
- Determine percentage of total City streets without sidewalks
- Estimated total costs for sidewalks
- Prioritize areas for sidewalk development
- Identify potential funding sources

Goal 3. Downtown

Objective 1. Approve the Masterplan

- Adopt Downtown Plan as presented by DesignShop to in order to guide and encourage redevelopment enhancing existing Downtown areas
- Create Phase I implementation plan to include recommended projects and funding sources

Goal 3. Downtown

Objective 2. Commit to implementing the key elements of the Masterplan

- Create a Phase 1 implementation plan including projects and estimates
- Determine available sources of funding (TIF, Bonds, Impact Fees, etc.)
- Develop a timeline for implementation

Goal 3. Downtown

Objective 3. Prioritize by cost, impact, functionality

- Include Main Street Board and TIF Board priority suggestions
- Meet with Sledge Engineering for cost estimates of low-hanging fruit improvements
- Develop Heritage Park rendering with estimates

Goal 3. Downtown

Objective 4. Bring in 6-10 new restaurants

- Create inventory of current Downtown buildings (i.e. space, orientation, cost, functionality, sprinkler system required?)
- Research possibility of utilizing buildings for franchise opportunities
- Attract restaurants and retailers for targeted market areas

Goal 3. Downtown

Objective 5. Highest Possible Occupancy (75% +) 03/02/2015

- Identify In-Fill Strategies (i.e. mixed use retail/residential loft)
- Determine current percentage and develop annual performance target
- Analyze redevelopment potential of properties
- Implement focused small business recruitment program

Goal 3. Downtown

Objective 6. Late Night Entertainment Venue

- Survey Downtown tenants for feedback on type of entertainment venue
- Seek out Regional Musicians to attract visitors to Downtown or invite Austin bands (Combine with Third Thursday)
- **Examine possibility of Entertainment District within Downtown**

Goal 3. Downtown

Objective 7. Blazimar building renovated

- Identify owner and meet to discuss plans/intentions for developing property
- Identify partnership opportunities
- Examine funding sources for incentivizing investment (i.e. TIF)

Goal 3. Downtown

Objective 8. Alternate regulatory environment for Downtown area

- Build relationship with Downtown tenants to discuss possible overlay changes
- Discuss creation of standards for mixed-use development (McCrory-Timmerman model)
- Facilitate discussion with Downtown stakeholders for possible architectural standards/Downtown theme
- Revise Downtown Overlay District

Goal 4. Parks & Recreation

Objective 1. Skate Park

- Evaluate and identify suitable locations

Goal 4. Parks & Recreation

Objective 2. Parks Developed; fully connected park system

- Examine current park system to determine gaps
- Incorporate improvements into updated Parks Master Plan
- Explore grant opportunities for park system improvement and identify matching funds.

Goal 4. Parks & Recreation

Objective 3. Recreation Center

- Meet with Parks Board to prioritize and include in CIP
- Analyze the possibility of 7th street redevelopment partnership to access recreational opportunities.

Goal 4. Parks & Recreation

Objective 4. Heritage Park

- Secure engineering cost estimates
- Finalize design elements
- Incorporate park improvements of Phase I Downtown Masterplan implementation

Goal 4. Parks & Recreation

Objective 5. Discussions with TISD on Football stadium property

- Conduct joint meeting with TISD

Goal 4. Parks & Recreation

Objective 6. Tex Avery sculpture with animated splash pad

- Research and Develop Tex Avery history
- Develop possible renderings for sculptures and size of splash pad
- Evaluate costs
- Identify funding sources

Goal 4. Parks & Recreation

Objective 7. Recreational Programming

- Research recreational programming offered in neighboring communities
- Seek interest from citizens of programming interests
- Develop new sponsorships and funding sources
- Enhance special event programming to generate broader appeal (i.e. Senior Programs, multi-cultural)

Goal 4. Parks & Recreation

Objective 8. Frisbee Golf

- Meet with Parks Board to establish interest in Frisbee Golf
- Prioritize Frisbee Golf with other possible parks initiatives
- Incorporate Frisbee Golf in CIP with cost estimates and Parks Master Plan update
- Identify possible funding sources

Goal. 5 Other Key Items

Objective 1. Marketing communications/media plan; follow through and implement more focus

- Assist departments to identify key communications and utilize technology to distribute communications.
- Determine social media best practices and create a social media strategy (i.e. Niche rankings)
- Perform comprehensive analysis of current Taylor TV-10 programming (i.e. collective feedback from residents)
- Create communications strategy for CIP projects….. (Drainage, Streets, Water, Sewer, “Preparing for Growth”

Goal. 5 Other Key Items

Objective 2. Code Enforcement Focus

- Determine problem areas throughout City
- Establish neighborhood engagement program with assistance from community organizations (Chamber, Civic Clubs, Neighborhood Stakeholders, etc.)
- Develop holistic educational campaign and outreach for community awareness and pride
- Focus City-Wide Clean-Up to target neighborhoods
- Establish programs that foster assisted compliance (i.e. Code Enforcement volunteer clean-up assistance)
- Establish Proactive Inspection program

Goal. 5 Other Key Items

Objective 3. Program for greater emphasis on “Polish Up” Taylor; more ongoing with community participation

- Create key messages that promote Taylor in a positive light (Historical perspective)
- Downtown Public Art campaign highlighting City history
- Community video with stories of Taylor community groups
- Highlight City advancements via YouTube videos

Goal. 5 Other Key Items

Objective 4. Consider ways to expand recycle program with multiple drop off points

- Discuss Residential Curbside Recycling with Progressive Waste
- Determine community interest and participation rate
- Evaluate cost benefit of having a 2nd recycling site and other potential sites
- Analysis overall cost/benefit of recycling costs to citizens

Goal. 5 Other Key Items

Objective 5. Revamp boards and commissions process with greater emphasis on diversity

- Examine current board make up and develop demographics (i.e. length of board service, ethnicity, area of City represented, etc.)
- Recruit board members via website and LEAD Taylor Program
- Create database of prospective board members
- Develop orientation for new board members

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #:	**12**
Agenda Title:	Consider continuing participation in the Williamson County Urban County Program for CDBG funding.
Council Action to be taken:	Approval
Initiating Department:	**Development Services**
Staff Contact:	**Bob van Til, Director**

1. INTRODUCTION/PURPOSE

The purpose of this item is to decide whether or not to continue to participate in the Williamson County Urban Counties Community Development Block Grant (CDBG) program.

This program provides local governments federal funding for a variety of needs including infrastructure development and upgrades, and social services. The funding is provided by the US Department of Housing and Urban Development (HUD) and is targeted at areas with low to moderate income persons.

It is a competitive program and we do compete against other cities in the County with the exception of the City of Round Rock, which receives CDBG funding directly from HUD.

The City is asked every three years to reconsider being part of the program. The City has opted to stay with the program each time.

Participation in the Urban Counties Program does not limit the City from applying for other federal or state funds competitively such as HOME, Parks and Recreation grants, or Housing Trust Fund dollars, federal and State transportation grants, etc.

2. DESCRIPTION/ JUSTIFICATION

The City of Taylor has participated in the program since its inception in 2004.

Since 2004 the City received $2,775,000 for a variety of public works projects. In addition the City has been able to leverage those federal dollars with local funds amounting to $1,232,145, or about 44% of the grant amount.

The projects that were funded:
2004-2008: Dickey Street Drainage (CDBG: 1.2M; local match $322,500)
2011: Water rehab project on E. Martin Luther King. Jr. Blvd. (CDBG 275,000; local match $75,000)
2012-2013: Jones – Burkett Street. (CDBG $500,000; local $534,645)
Pending/projected. 2014-2015: W 4th from Howard to Sloan Streets. (CDBG: $700,000; local match $300,000)

In addition to the City funded projects other funds were allocated to Taylor. The United Seniors of Taylor with assistance from the Interagency Council of East Williamson County, received funding for a public facility rehabilitation (Senior Center - $33,000) and sidewalks between the Senior Center and the Library ($20,000).

Since the program started in 2004, the County received over $11M from the Department of Housing and Urban Development (HUD); averaging about $1.125M per year.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The County asked that the City respond to the requalification request no later than June 19, 2015.

5. RECOMMENDATION

Staff recommends that the Council approve continuing in the program for the next three years (2016, 2017, and 2018).

6. REFERENCE FILES

12a. County letter dated May 15, 2015

Sally Bardwell
Community Development
Williamson County, Texas
sbardwell@wilco.org

710 Main Street
Georgetown, TX 78626
512-943-3757
FAX 512-943-1662

5/19/15

May 15, 2015

City of Taylor
Attn: Isaac Turner, City Manager
400 Porter Street
Taylor, TX 76574

RE: Williamson County Urban County Re-qualification for Community Development Block Grant

Dear Mr. Turner,

In 2004 Williamson County was identified as an Urban County Entitlement for the Community Development Block Grant Program through the U.S. Department of Housing and Urban Development (HUD). Since then, the County has received a yearly CDBG allocation and has been able to fund projects that assist low income individuals and households throughout the County.

In accordance with HUD regulations, this letter is an essential component to assure Williamson County meets the HUD Urban County program eligibility requirements for population and program guidelines. More specifically, it is through our County's combined population numbers that this opportunity is possible. Hence, the program promotes the cooperation and collaboration between all Williamson County citizens in urban and rural areas. Your participation is vital to improving all communities within Williamson County.

Your participation does not prohibit your city from applying for other State HOME funds and provides the opportunity of formula allocations in the HOME Investment Partnership Program. As long as the County remains listed as an eligible Urban County as defined by HUD, this grant is a renewable and ongoing opportunity.

Your city is currently participating in the Williamson County CDBG program. The Cooperation Agreement entered into by Williamson County and Taylor states in Section XII that the agreement will automatically renew for each three year qualification period unless the County is notified otherwise. **However, an updated agreement must be executed for this requalification period. The re-qualification period is for 2016-2018.** If Taylor would like to continue participation, please complete the enclosed level of participation form indicating "elects to continue participation" AND the enclosed agreement and return them to the Williamson County's Community Development Office. The documents should be mailed to 710 Main Street, Georgetown TX 78626. **The documents must be received by June 19, 2015 in order to participate.**

If, however, Taylor wishes to be excluded from this program, please complete the enclosed level of participation form indicating "elects not to continue participation". The document should be sent to the Williamson County Grants Office at 710 Main Street, Georgetown TX 78626 and must be received by June 19, 2015.

Your prompt assistance with this initiative is greatly appreciated.

Sincerely,

Sally J Bardwell

Sally Bardwell
Community Development Coordinator
Williamson County

Williamson County Community Development Office
Attn: Sally Bardwell
710 Main Street
Georgetown, TX 78626

RE: Williamson County Urban County Qualification for Community Development Block Grant

Dear Ms. Bardwell:

In accordance with your request for our City's approved decision regarding the participation in the Community Development Block Grant Cooperative Agreement, our City respectfully selects one of the following options:

☐ The City of ________________ agrees to continue its participation in the Urban County CDBG for Fiscal Years 2016-2018.

☐ The City of ________________ elects not to continue its participation in the Urban County CDBG to Fiscal Years 2016-2018.

Signed and Attested By:

____

City Official Date

____

City Secretary Date

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

COMMUNITY DEVELOPMENT BLOCK GRANT COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Williamson, a political subdivision of the State of Texas, hereafter referred to as the "County" and the City of TAYLOR, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the Community Development Block Grant Program and the HOME investment Partnership Program, said applications being hereinafter sometimes referred to as the "Grants Applications"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Applications; and

WHEREAS, The 93rd Session of the Congress passed and the President of the Unites States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Williamson County desires to be designated as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing and Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as following:

SECTION I

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the

County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

By executing this Agreement, the City understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds, if the state allows.); and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows.)

SECTION II

The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing activities pursuant to this Agreement. Such activities include but are not limited to these activities included in the Annual One Year Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future. The parties agree, further, to cooperate in all other activities listed as "Community Development Program Activities Eligible for Assistance" under Public Law 93-383, The Housing and Community Development Act of 1974, Title I, Section 105, listed as "Eligible Activities" under the CFR, Title 24, Chapter V Part 570, as amended, Community Development Block Grants, should any of these activities be identified to be carried out in the City.

SECTION III

All activities to be carried out with annual Community Development Block Grant funds and HOME Investment Partnership Program funds, should the Grant Applications be approved, will be carried out during the three fiscal years following approval of said applications, including such additional time as may be required for the expenditure of funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by the City that such program income must be paid to the County unless the City has been authorized by prior written Agreement from the County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by the City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, the City's change of status or the discontinued use of Program funds for approved activities, and program income that is on hand or received subsequent to the closeout or change of status shall be paid to the County.

SECTION IV

Neither party to the Agreement may veto or in any way obstruct the implementation of the approved Consolidate Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority which it presently possesses.

SECTION V

The City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years in which this Agreement is in effect. Further, the City may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation during the fiscal years in which this Agreement is in effect.

SECTION VI

This Agreement shall be effective for the three year qualification period of Fiscal Years 2016-2018 and it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's urban county qualification notice for the next qualification period, the County will notify the City in writing of its right not to participate.

Each party shall adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and shall submit such amendment to HUD as provided in the urban county qualification notice (see Section IV, Documents to be Submitted to HUD, paragraph E of the Notice) and failure to comply will void the automatic renewal for such qualification period. Failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a new qualification period, and to submit the amendment to the U.S. Department of Housing and Urban Development, shall void the automatic renewal of this Agreement for such qualification period.

This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed. The County and City cannot terminate or withdraw from this Agreement while it remains in effect, unless the County fails to qualify as an urban county.

SECTION VII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice or same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three year period of qualifications, the County shall not be held liable for any obligation or expenses incurred by the City.

SECTION VIII

This Agreement remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period and any successive qualification periods are expended and the funded activities completed, and the County and participating unit of general local government may not terminate or withdraw from this Agreement while it remains in effect.

SECTION IX

It is understood by the City and County that the County will adhere to HUD requirements regarding the public hearings and will have final responsibility for selection of projects, the filing of annual grant requests and the preparation of annual performance reports.

SECTION X

The County and the City agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), or other applicable laws and affirmatively further fair housing. It is prohibited to use urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.

SECTION XI

This Agreement may be voided if (1) the City is advised by HUD, prior to the completion of the current requalification process, that the City is eligible to become a metropolitan city; (2) the City elects to take its entitlement status; **and** (3) the City provides the County and HUD with notice of its election to take its entitlement status prior to the completion of the current requalification process. If, prior to the completion of the County's current requalification process, (1) the City has not been advised by HUD that it is eligible to become a metropolitan city; (2) the City has not elected to take its entitlement status **and** (3) the City has not provided the County and HUD with notice of its election to take its entitlement status, this Agreement shall not be voidable and the City must remain a part of the County Entitlement for the entire three-year period of the county's qualification, regardless of population.

SECTION XII

The County and the City agree to take all required actions to comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

SECTION XIII

Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

SECTION XIV

The County and the participating units of general local government have adopted and are enforcing:

1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within the jurisdiction.

SECTION XV

The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

SECTION XVI

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by counsel for the County.

SECTION XVII

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated, subsequent to the date hereof, and duly executed by the parties hereto.

IN WITNESS THEREOF, the Agreement is executed in duplicate originals, each to have the force and effect of an original, on the later date set forth herein below.

COUNTY OF WILLIAMSON

BY:

______________________________ Date: ______________

Dan A. Gattis
County Judge

CITY OF ____________________

BY:

______________________________ Date: ______________

City Official (Mayor or Chief Executive Officer)
Name:
Title:

CERTIFICATION BY COUNTY LEGAL COUNSEL

I, the undersigned, have examined the foregoing Agreement, and as a statutory civil counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

County Attorney

BY: ____________________________________ Date: ______________

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: **13**

Agenda Title: Receive report on Code Enforcement activities.

Council Action to be taken: Accept; provide feed back

Initiating Department: Development Services

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to receive a Code Enforcement Report from the Development Services Department. The report will focus on three main areas:

1. Code Enforcement – goals, how we do it, and why
2. Neighborhood Sustainability – Fall Clean Up Day and Neighborhood Engagement Strategy
3. Resources – What does it take to get it done?

An abbreviated version of the report was accepted by the Council on May 14, 2015.

2. DESCRIPTION/ JUSTIFICATION

The focus of this report revolves around the sustainability component of this division. In short, how can we empower neighborhoods to be part of their own success?

To this end, we will review this strategy and outline the resources needed to move forward. The goal would be to have some measure of this effort taking place throughout the entire city.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends acceptance of the report. Staff would also welcome any ideas either at the meeting or afterwards.

6. REFERENCE FILES

13a. Presentation
13b. Zone maps

Taylor Code Enforcement Report

June 2015

Outline

- Council Goals
- Code Enforcement Goals
- Community Impact Campaign
- Resources

Council Strategic Plan Goals 2015 - 2020

- Key Item #2 – More Focus on Code Enforcement
- Key Item #3 – Programs for Greater Emphasis on Polishing Up Taylor and Create More Ongoing Community Participation

Code Enforcement Goals

- Keep Nuisances and vectors to a minimum
- Empower citizens to recognize proactively what's happening around them
- To "get ahead" of what might be.

Community Impact Campaign

- In conjunction with Fall Clean Up – October 17
- Select Two neighborhoods
- Engage the residents and volunteers to
  - Pickup trash
  - Trim Trees
  - Mow grass, streets and alleys
  - Fix curbs, sidewalks, street lights, recreation facilities
- Celebrate
  - Hot Dogs, snacks, drinks
  - Several locations

Next Steps – Neighborhood Impact

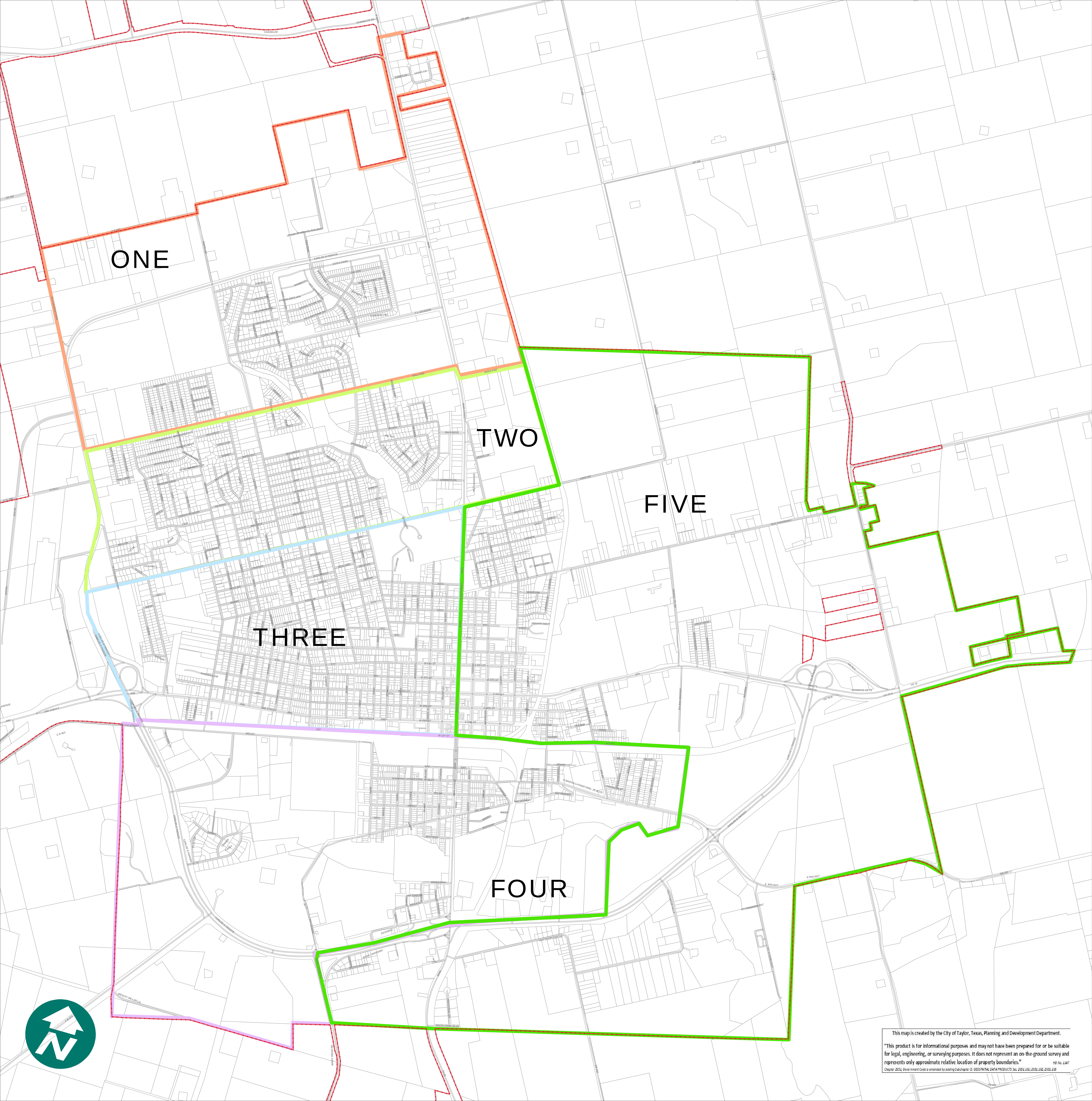
- Neighborhood Competitions
- Engage the entire city
- “Love Your Block” Grants

Future Resources to be considered:

- Personnel – Neighborhood Engagement Coordinator/Code Enforcement Officer
- Technology (internal and external tracking; mobile enforcement)
- Supplies

Thank You

- Questions?
- Observations



ONE
TWO
THREE
FOUR
FIVE
This map is created by the City of Taylor, Texas, Planning and Development Department.
"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative location of property boundaries." HB No. 1147
Chapter 2051, Government Code is amended by adding Subchapter D. GEOSPATIAL DATA PRODUCTS Sec. 2051.101; 2051.102; 2051.103

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #:	**14**
Agenda Title:	Consider appointment to Taylor Economic Development Corporation Board (TEDC) to fill a vacancy.
Council Action to be taken:	Approve appointment of your choice.
Initiating Department:	City Administration
Staff Contact:	**Susan Brock, City Clerk** **Sean Stockard, President, TEDC**

1. INTRODUCTION/PURPOSE

Council policy dictates that all board appointments expire in January of each year. Typically, these appointments are made at the last meeting in January. However, vacancies do occur during the year and council may make appointments to fill a vacancy at any time or as necessary.

2. DESCRIPTION/ JUSTIFICATION

All applications received to date are included in your packet.

3. RECOMMENDATION

4. REFERENCE FILES

14a. Applications received.
14b. Roster

City of Taylor
Boards and Committee
Application

PLEASE TYPE OR PRINT CLEARLY:

Name Joe Burgess

Address (Residence and Mailing)

905 Davis Street, Taylor, Texas 76574

How long at this residence? 3 years

Phone (Home)

Cell Phone 903.284.8243

Fax

Email CaminoRealPublishing@gmail.com

Occupation Photo Journalist, Moody Museum volunteer, Economic Restructuring Subcommittee Chair, Main Street Board

Employer self

Address 905 Davis Street, Taylor, Texas 76574

Work Phone 903.284.8243

Business owner? x Yes ☐ No

Additional information? Vice-President of Zia Publishing Corp. in New Mexico

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.) : Taylor Economic Development Corporation

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.)

In addition to my 2 years with Taylor Main Street, my 15 years of magazine publishing has kept me intimately involved with all aspects of community development. My 25 years in industrial management and supervision as well as my military stint has contributed to my knowledge of industrial requirements and to my organizational and follow-up skills. I served two terms as county commissioner in a small New Mexico county, giving me insight into the political arena. Most importantly, I understand the importance of volunteerism and giving back to one's community. I am committed to the managed economic development of Taylor.

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 Joe Burgess

Date March 11, 2015

City of Taylor
Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name Gary Gola

Address (Residence and Mailing)

1806 Cypress Cove

Taylor, TX 76574

How long at this residence? 26 years

Phone (Home)

Cell Phone: 512.771.2413

Fax: 512.365.1576

Email: Gary@GolaRealtors.com

Occupation: Real Estate Broker

Employer: Self

Address: 105 W 4th, Taylor, TX 76574

Work Phone: 512.365.9548

Business owner? ☒ Yes ☐ No

Additional information?

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.) : Taylor Economic Development Corporation Board (TEDC)

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.)

See Attached Addendum

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 Gary Gola

Date: 02/17/2015

From: Isaac Turner
Sent: Wednesday, May 13, 2015 2:16 PM
To: City Council
Cc: Noel Bernal
Subject: FW: Taylor Economic Development Corporation Board Application

FYI

Isaac Turner
City Manager

-----Original Message-----
From: Brandt Rydell
Sent: Wednesday, May 13, 2015 2:08 PM
To: Gary Gola
Cc: Isaac Turner
Subject: RE: Taylor Economic Development Corporation Board Application

Gary-

Thanks for your response and for your interest in serving on the TEDC board.

I'm copying City Manager Isaac Turner in hopes that he will share your e-mail with the other council members.

-Brandt

Brandt Rydell
Taylor City Council (District 3)

From: Gary Gola
Sent: Wednesday, May 13, 2015 12:03 PM
To: Brandt Rydell
Subject: RE: Taylor Economic Development Corporation Board Application

Brandt,

Thank you for your email asking about my philosophy and perspective on economic development and the role of the TEDC. I agree with your opinion that economic growth and development are an essential element that can help Taylor address the challenges that it faces. In my opinion the only way for Taylor to continue to deliver the expected level of basic services and to catch up on some much needed maintenance is to greatly increase our tax base
- both property tax to support emergency services and sales tax and franchise fees to support and improve our infrastructure.

In my view the TEDC is the optimal entity with which to place the responsibility of working to achieve this increased tax base and revenue. The TEDC by its' very nature is the entity that should be tasked with bringing growth to the city by way of jobs that will in turn result in the best chance of people choosing to live here, enjoy recreational activities here, and spend their money here.

To elaborate a little on my philosophy of economic development, I feel that a more unique and careful approach is needed when dealing with the economic revitalization of a small town in contrast to that of a mid-size city or a large metropolitan area. As we can probably agree, small towns offer a higher quality of life and a stronger sense of the worth for residents than a larger city, but at the same time a town with limited resources can have a difficult time supporting basic services and infrastructures. Small town economic development can also be more challenging in that any decisions or consequences are more likely to be magnified where even a relatively small loss in home values or business failures can have a disproportionately large effect on revenues to the city. I think the best way to guard against these effects is to create a diversified economic development plan that maximizes the community's strengths and minimizes any weaknesses. In simple terms - I wouldn't put all of our eggs in one basket, and when choosing where to place TEDC dollars, I would focus on opportunities that have the greatest chance of success and sustainability even if they might not promise the greatest return on investment.

Some areas that I would focus on are:

Adapting and reusing underutilized buildings and building sites;
Supporting a variety of existing or emerging industries;
And leveraging regional resources and amenities

What does your small town need to grow?

A small town needs an influx of new entrepreneurs and investors. These entrepreneurs and investors are more likely to be successful if they have access to mentors and support networks. The TEDC and the city should work together to streamline processes and make resources available to investors that would encourage and support them to move to or expand in Taylor;

A small town needs an educated workforce. Education should be recognized as a real part of economic development. The TEDC can work closely with the local school districts, higher education institutions and technical schools to keep them current on the kinds of education and training that is needed for the future of Taylor;

A small town needs people. A small town needs to encourage people to visit and then live there. And for people already living in a small town, one of the most detrimental things the town can do is to export its' workforce. Tourism should be viewed like a business the same as manufacturing is. While tourism is largely affected by cities, chambers of commerce and civic organizations, the TEDC can work closely with these entities to improve tourism options and area amenities as these are often very important pieces of the puzzle in attracting and retaining a workforce needed by businesses looking to relocate or expand.

Economic development should not be focused on just large industrial
recruitment as it is not the only element of a strong local economy.
Business retention and expansion, small business and entrepreneurial
endeavors, tourism and new citizen attraction need to also be given attention
in order to develop a stable and growing economy. While some of these areas
are outside of the TEDC's area of affect, they should all be factors of
consideration when making decisions and investments in our community.

The ultimate goal of economic development is to improve the quality of life
for the people who live in the community. And in turn quality of life is very
likely also an important site selection criterion for employers.

You also asked that I identify three priorities/areas of concern that I would
seek to address regarding economic development during a term on the TEDC
board.

The first thing I would do it get a good understanding of the regional
opportunities and partnerships that extend beyond our municipal boundaries. I
know that a lot of work has been done on this already with the agreements that
are in place with Hutto and Williamson County and it would be irresponsible of
me to not fully understand the intricacies of these agreements and to
reiterate to our partners that we are willing to work towards the mutual
benefit of the region.

Next I would dedicate a large part of my efforts on making sure the
TEDC secures a viable tenant or buyer for the building that is planned to be
constructed in the Industrial Park. This building has the potential to become
a great opportunity or a pretty sizable liability and therefore deserves that
adequate attention is given to this project. Once this building becomes
operational it can also serve as a catalyst for even more opportunities.

And lastly, I would devote a substantial amount of effort to ensuring
that Taylor is taking care of existing businesses and capitalizing on any
growth opportunities that may have been overlooked or forgotten.

Thank you again for the opportunity to be considered for this position and I
look forward to the decision of the Council.

Gary Gola
512.771.2413

-----Original Message-----
From: Brandt Rydell [mailto:brandt.rydell@taylortx.gov]
Sent: Monday, May 11, 2015 2:24 PM
To: Brandt Rydell
Subject: Taylor Economic Development Corporation Board Application

Thank you for submitting your application for consideration for appointment to
the Taylor Economic Development Corporation (TEDC) board. Volunteerism and
community service are essential to Taylor realizing its fullest potential, and
I applaud you for your willingness to devote your time and energy to better
our city.

I am of the opinion that in order to adequately address the many challenges

Taylor faces, it is essential that we broaden our tax base through economic growth and development. Certainly, the TEDC can play a key role in that effort.

I would like to acquire a basic understanding of your philosophy/perspective on economic development and the role of the TEDC. Additionally, I'd like for you to identify three priorities/areas of concern you would seek to address regarding economic development during your term on the board.

Please feel free to respond via e-mail at brandt.rydell@taylortx.gov<mailto:brandt.rydell@taylortx.gov> before 6:00 PM on Wednesday, May 13th (i.e., 24 hours before the council meeting).
Unless you instruct me otherwise, I will provide your response to City Manager Isaac Turner and encourage him to share it with the other council members for their consideration.

Again, I commend you on your willingness to serve Taylor. Regardless of whether you're selected for an appointment on the TEDC board at this time, I encourage you to remain engaged in the community.

Please let me know if you should need anything of me.

-Brandt
Brandt Rydell
Taylor City Council (District 3)

City of Taylor Boards and Committee Application Addendum for:

Gary Gola

Served on the Taylor Parks and Recreation Advisory Board from 2008 to present.

Retired from 26 years of service at the Texas Department of Insurance. At TDI I managed a staff of statisticians, research specialists, and insurance professionals that were responsible for managing three statistical agents located in Texas, New York, and Florida; additionally my staff managed a multi-state agency project along with a contractor located in Alabama and Utah that was responsible for automobile insurance verification activities. These functions and contractors involved annual budgets in excess of 5.5 million dollars. My work experience involved the collection of over a billion records of insurance related information each year. This work involved the analysis, reasonability testing, compilation, and reporting on this vast amount of information that then went into decision making for things like premium rates and market stability. I was also afforded the opportunity to be involved with the development, issuance, evaluation, and awarding of contracts through a variety of methods including RFIQ's, RFP's, and HUB sub-contracting. I was trained in project management by the Project Management Institute and in the development and use of Balanced Score Cards to help organizations meet their goals and stated mission.

Additionally, my wife and I have been the owners and operators of Cornerstone Real Estate, Inc. since 2003. We employ a staff of licensed agents that service a large portion of the central Texas market. We are both Taylor natives and have purposely chosen to stay in the Taylor area to raise our family and operate our business. Working in the real estate market has provided me with a unique insight into what it takes to make a community viable and attractive to both residents and investors. My hope is to make a difference in this town so that it is a place that both Taylor natives and newcomers will be proud to call home.

CITY OF TAYLOR ★ FOUNDED 1876 ★

City of Taylor
Boards and Committee
Application

RECEIVED
NOV 2 5 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Elday Green	Occupation Executive Director
Address (Residence and Mailing)	Employer Taylor Housing Auth.
100 Twin Springs Rd.	Address 311 E. 7th
Georgetown, Tx 78633	Taylor, Tx 76574
How long at this residence? 9 years	Work Phone (512) 352-3231 ext. 110
Phone (Home)	Business owner? ☐ Yes ☒ No
Cell Phone (512) 940-5069	Additional information?
Fax (512) 365-5464	
Email egreen@taylorha.org	

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.) : (1) Library (2) TEDC (3) Parks + Recreation
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.)
I have over 20 years experience working with public programs. I am a professional who works in Taylor, I have budgeting and accounting experience and I have a genuine interest in Taylor. I also hold a masters in public administration.

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 Elday Green Date 11/24/14

Taylor is in close proximity to Austin, with the toll only 8-10 miles away. Hutto, Round Rock and Georgetown have big boxes like Home Depot, Lowe's, and Best Buy, an outlet mall, universities, hospitals and chain restaurants and hotels. Taylor has not capitalized on these types of opportunities and the perception of Taylor as a sleepy bedroom community continues to exist.

The purpose of economic development is to bring new jobs and investment into the community in order to support growth and the expansion of the tax base. The primary role of TEDC should be marketing Taylor to businesses, potential employers, restaurants, hotels, retail and anyone else that might make an economic impact.

I believe that the three priorities/areas of concern should be jobs, housing and retail. Many residents of Taylor are unable to secure employment in Taylor and must commute into Austin. We are losing revenue from residents who live in Taylor but work elsewhere, since they usually eat or shop close to where they work or on their way home. Healthcare is a growing industry, with the growing senior population and might be another industry with employment opportunities for Taylor.

The City has set the goal of building $250K homes, which we need. We also need affordable housing. Workers hired for entry level jobs or employed by restaurants as cooks and waiters cannot afford a $250K home and minimum wage workers will not commute 20-25 miles to Taylor to work. Where will new employers recruit entry level employees from?

Affordable housing and an outstanding school system can be marketed as an incentive for young families to move from Austin and surrounding communities. Home prices and the supply of homes have priced many young families out of the housing market. According to the Austin Real Estate Report, the median cost of a house is $255K and the average price increased to $334,758. The distance from North Austin to South Austin is approximately 30-35 miles. The distance from down town Austin to Taylor via the toll is approximately the same. Many hi-tech Austin workers telecommute and might be attracted to Taylor. Housing development is a way to broaden the tax base in Taylor as well as revitalize neighborhoods.

Lastly, retail is important. Taylor residents shouldn't be forced to drive to Round Rock and Austin to buy large ticket items such as furniture and appliances or clothing. People who shop usually eat out too. The baby boomer population is growing. I have encountered several professionals who have relocated their parents to surrounding communities outside of Austin. They do not want to deal with the Austin traffic, but want to be close to their children/grandchildren.

Many baby boomers have large amounts of disposal income, as has been experienced in Georgetown with Sun City. Georgetown's Wolf Ranch is an example of a retail development that has been successful in contributing to the local tax base and was originally developed to address the shopping needs of Sun City. TEDC/Taylor might consider creating a more holistic approach that includes recruiting a variety of employers and industries, developers of housing with different price ranges and strategically recruiting retailers directed toward a variety of consumers including baby boomers and millennials.

City of Taylor
Boards and Committee
Application

RECEIVED
JAN 2 8 2015

PLEASE TYPE OR PRINT CLEARLY:

Name **John M. McDonald**

Address (Residence and Mailing)

2405 Meadow Ln

Taylor, Tx. 76574

How long at this residence? **20 years**

Phone (Home) **(512) 365-3528**

Cell Phone **(512) 569-6247**

Fax

Email John_M_McDonald@hotmail.com

Occupation **Senior Application Developer**

Employer **Computer Sciences Corp, Inc.**

Address **200 West Cesar Chavez Street**
Austin, Tx. 78701

Work Phone **(512) 365-3528**

Business owner? ☐ Yes **X** No

Additional information?

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.) : **Taylor Economic Development Corporation, TEDC**
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.)
9 years Taylor City Council (two-time Mayor Pro-Tem). 5 ½ years Planning and Zoning Commission.

40 years investment experience, following world, national, & local business news, trends, & developments. I understand a balance sheet and can evaluate an earnings report.

Based upon wire & business reports and my own investigative skills, I determined the Taylor area was a prime candidate for the Tesla Gigafactory 6 weeks before it was first discussed in council executive session.

I believe the TEDC should be aggressive and fiduciary as possible to bring viable, new businesses to Taylor. Taylor has much work to do and I believe I have the skill set to help make economic develop occur.

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 John M. McDonald Date January 26, 2015

From: Isaac Turner
Sent: Thursday, May 14, 2015 10:46 AM
To: City Council
Subject: Fwd: Taylor Economic Development Corporation Board Application

FYI

Isaac Turner, City Manager - iPhone

Begin forwarded message:
From: Brandt Rydell <brandt.rydell@taylortx.gov>
Date: May 14, 2015 at 9:33:37 AM CDT
To: John McDonald <john_m_mcdonald@hotmail.com>
Cc: Isaac Turner <isaac.turner@taylortx.gov>
Subject: RE: Taylor Economic Development Corporation Board Application
John-

Thanks for your response and your interest in serving on the TEDC
board.

I'm copying City Manager Isaac Turner on this e-mail in hopes that he will
share it with the other council members.

-Brandt
Brandt Rydell
Taylor City Council (District 3)

From: John McDonald
Sent: Wednesday, May 13, 2015 8:49 PM
To: Brandt Rydell
Subject: RE: Taylor Economic Development Corporation Board Application

Brandt,

I apologize for not sending my responses sooner. It has been extremely
busy at work; I
was unable to organize my thoughts until now.

As I stated in my application, I firmly believe the TEDC needs to be
aggressive and imaginative as fiduciary possible to land employers which
will provide above-average paying jobs to Taylor. The TEDC must work in
concert with the City and TISD to lure "clean" employers which will infuse
both the City and TISD with new revenue, jobs, families, and ideas. Taylor
must also convince management of these prospects to live in Taylor even
if that requires additional inducements.

As you know, Taylor's EDC must focus on primary employers and leave
retail recruitment
to the City. Where allowable, the TEDC should partner on required
infrastructure.

I believe the TEDC should expedite the spec building project. Taylor is already five buildings
behind Pflugerville as well as behind Round Rock and Georgetown. The EDC must
quickly secure a new business park for additional buildings.

The TEDC MUST, as should the City, have a close relationship with the CEO's of Taylor's
primary employers. Retention and business expansion are key components of economic
development. The 'cheapest' prospects are the ones currently located in Taylor. Is the CEO
of the TEDC on a first name basis with our CEO's? What about our City Manager? If not,
why not? I personally know a number of them.

Each month, I visit the Comptroller's website and track the monthly sales tax report of not
just Taylor but surrounding, regional cities. Taylor's economy is growing but at too slow a
pace. The City has gotten too far behind our regional cities and has much ground to make
up to be the City we all desire Taylor to be, not for some, but for ALL our citizens.

I am very serious about Taylor, economic development, smart growth, and good progress.

Thank you.
John

> From: brandt.rydell@taylortx.gov
> To: brandt.rydell@taylortx.gov
> Subject: Taylor Economic Development Corporation Board Application
> Date: Mon, 11 May 2015 19:24:19 +0000
>
> Thank you for submitting your application for consideration for appointment to the Taylor Economic Development Corporation (TEDC) board. Volunteerism and community service are essential to Taylor realizing its fullest potential, and I applaud you for your willingness to devote your time and energy to better our city.
>
> I am of the opinion that in order to adequately address the many challenges Taylor faces, it is essential that we broaden our tax base through economic growth and development. Certainly, the TEDC can play a key role in that effort.
>
> I would like to acquire a basic understanding of your philosophy/perspective on economic development and the role of the TEDC. Additionally, I'd like for you to identify three priorities/areas of concern you would seek to address regarding economic development

during your term on the board.
>
> Please feel free to respond via e-mail at
brandt.rydell@taylortx.gov<mailto:brandt.rydell@taylortx.gov> before 6:00
PM on Wednesday, May 13th (i.e., 24 hours before the council meeting).
> Unless you instruct me otherwise, I will provide your response to City
Manager Isaac Turner and encourage him to share it with the other
council members for their consideration.
>
> Again, I commend you on your willingness to serve Taylor. Regardless
of whether you're selected for an appointment on the TEDC board at this
time, I encourage you to remain engaged in the community.
>
> Please let me know if you should need anything of me.
>
> -Brandt
> Brandt Rydell
> Taylor City Council (District 3)
>
>
>

City of Taylor
Boards and Committee
Application

PLEASE TYPE OR PRINT CLEARLY:

Name Adam Mosier

Address (Residence and Mailing)

3616 Far West Blvd #117-445

Austin, TX 78731

How long at this residence? 3 yrs

Phone (Home) 512-309-5110

Cell Phone

Fax 512-233-1087

Email adam@hdiplastics.com

Occupation Engineer

Employer HDi Plastics Inc.

Address 601 W. 2nd St

Taylor, TX 76574

Work Phone 512-309-5002

Business owner? ☐ Yes ☒ No

Additional information?

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.) : TEDC

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.)

Owner / Operator of Businesses in Light Manufacturing - 23 years

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 Adam Mosier Date 11-7-14

City of Taylor
Boards and Committee
Application

RECEIVED
JUL 18 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Jeffrey Stone

Address (Residence and Mailing)

1617 TAMMI LANE

TAYLOR, TX 76574

How long at this residence? 24 YR

Phone (Home) 512-352-7034

Cell Phone 512-970-6042

Fax

Email jstone40@austin.rr.com

Occupation Retired

Employer

Address

Work Phone

Business owner? ☐ Yes ☐ No

Additional information?

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.) : TEDC

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.)

6 YR USN Submarine Reactor Plant ELECTRICAL OPERATOR, 15 YR USNR Construction (Seabees)

8 YR Former Real ESTATE BROKER, Former business OWNER & LANDLORD

23 YR ELECTRIC GENERATION PLANT Sr. ENVIRONmental technician.

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 Jeffrey D. Stone Date 7/14/2014

Susan Brock

From: Isaac Turner
Sent: Monday, May 11, 2015 5:48 PM
To: City Council
Cc: Susan Brock; Ted Hejl
Subject: Fwd: Taylor Economic Development Corporation Board Application

City Council the information below regarding a TEDC Board of Directors candidate.

Isaac Turner, City Manager - iPhone

Begin forwarded message:

> **From:** Brandt Rydell <brandt.rydell@taylortx.gov>
> **Date:** May 11, 2015 at 4:31:30 PM CDT
> **To:** Jeff Stone <jstone40@austin.rr.com>
> **Cc:** Isaac Turner <isaac.turner@taylortx.gov>
> **Subject: Re: Taylor Economic Development Corporation Board Application**
>
> Thank you, Mr. Stone.
>
> As noted in my original e-mail, I am copying City Manager Isaac Turner so that he might share your response with the rest of the council.
>
> I appreciate your interest in serving on the TEDC board.
>
> -Brandt
>
> Sent from my iPhone
>
> On May 11, 2015, at 3:55 PM, Jeff Stone <jstone40@austin.rr.com> wrote:
>
>> Brandt,
>>
>> Thank you for your email. I will attempt to adequately respond to you questions.
>>
>> My philosophy on economic development is as follows:
>>
>> Economic development is vital to the future of the city but it must be done in a smart and managed way that will not adversely affect the quality of life for the residents of the city.
>>
>> Priority on development should be given to bringing in commercial/industrial

businesses rather than residential subdivisions as this type of development will provide the most net revenue for the city and school district.
Residential subdivisions as a rule do not produce the tax revenue needed to cover the cost of the education of the children of the residents.
This would hopefully provide the revenue to rebuild our existing streets.

I believe the most important residential need for Taylor is for upscale homes on larger lots rather than cookie-cutter homes packed tightly together with narrow streets. If we want high paying jobs in town, we need the types of homes that executives want.

I am totally onboard with the building of one or more shell buildings in the industrial park to attract businesses that want to move in quickly.

Development must be smart and well managed. We do not want air, water, noise, or odor pollution.

Taylor is in a good location logistically with two highways and railroads going north, south, east, and west, and close to highway 130 and I-35. We are close to the high tech center that Austin has become. We are also in an area that has great educational opportunities and a medical field that is growing rapidly. These factors should be key in the promotion of Taylor to businesses and industries we would like to recruit.

My personal priorities if selected to the TEDC would be:

1. Increase the tax base in the most profitable way for the city and school district.
2. Maintain or improve quality of life for residents.
3. Utilize our favorable location in attracting businesses with higher paying jobs.

Thank you,

Jeff Stone
1617 Tammi Lane
Taylor, TX. 76574

-----Original Message-----
From: Brandt Rydell [mailto:brandt.rydell@taylortx.gov]
Sent: Monday, May 11, 2015 2:24 PM
To: Brandt Rydell
Subject: Taylor Economic Development Corporation Board Application

Thank you for submitting your application for consideration for appointment to the Taylor Economic Development Corporation (TEDC) board. Volunteerism and community service are essential to Taylor realizing its fullest potential, and I applaud you for your willingness to devote your time and energy to better our city.

I am of the opinion that in order to adequately address the many challenges Taylor faces, it is essential that we broaden our tax base through economic growth and development. Certainly, the TEDC can play a key role in that effort.

I would like to acquire a basic understanding of your philosophy/perspective on economic development and the role of the TEDC. Additionally, I'd like for you to identify three priorities/areas of concern you would seek to address regarding economic development during your term on the board.

Please feel free to respond via e-mail at brandt.rydell@taylortx.gov<mailto:brandt.rydell@taylortx.gov> before 6:00 PM on Wednesday, May 13th (i.e., 24 hours before the council meeting). Unless you instruct me otherwise, I will provide your response to City Manager Isaac Turner and encourage him to share it with the other council members for their consideration.

Again, I commend you on your willingness to serve Taylor. Regardless of whether you're selected for an appointment on the TEDC board at this time, I encourage you to remain engaged in the community.

Please let me know if you should need anything of me.

-Brandt

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
Taylor Economic Development Corp (TEDC)	3	**RESIGNED** Cecil Bowen 2207 Lark Lane (C) 512-913-2984 cbowen@cnbanktexas.com	12-2013	1-2017
	3	D. Scott Green 1201 Speegle (H) 512-365-7892 (C) 512-413-146 Scott.green0@email.com	12-2013	1-2016
	3	Kelly Cmerek 1406 Sagewood Dr 512-365-8450 (C)512-468-4231 kelly.cmerek@bbvacompass.com	12-2013	1-2017
	3	Christine Lopez 407 Rices Crossing Rd (C) 517-4857 (H) 365-1651 (Fax) 365-7984 cg4lopez@mindspring.com	5-2003	1-2018
	3	Clark Jackson 1804 Lexington (O) 352-5543 (H) 365-3574 (Fax) 352-7670 Clarkljackson@sbcglobal.net	1-2012	1-2018

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: **15**

Agenda Title: Preliminary budget discussion for the fiscal year 2015-16.

Council Action to be taken: No action required.

Initiating Department: City Management, Finance Department

Staff Contact: Isaac D. Turner
Rosemarie Dennis

1. INTRODUCTION/PURPOSE

The purpose of this item is to provide City Council with information on the preliminary budget forecast and the challenges for the upcoming 2015-2016 fiscal year.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

15a. Information will be provided under a separate cover.

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #: **16**

Agenda Title: Consider future agenda items**.**

Council Action to be taken: No action can be taken on this item

Initiating Department: City Council

Staff Contact: **Mayor**

1. INTRODUCTION/PURPOSE

Under this item, staff will be receiving input regarding future agenda items from you. This agenda item will be added as a routine matter on each of your upcoming agendas and will not be an action item since no specific items are listed for consideration. Staff will also be bringing potential agenda items before you at this time.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

16a. Continuous list

Topics still to be addressed:

Gonzales:

- a city facilities assessment – Proposal requested from TASB
- cemetery streets addressed: added to the CIP
- bulk or reduced water rates for home owner associations: looking at tiered system to be brought to Council in May.
- Traffic issues, particularly speeding : June agenda

Ancira:

- requested a joint meeting or workshop with the TEDC Board after the new city manager is in place- Pending.
- Discuss CARTS and AMTRAK project update – Pending – Work in progress.
- Corridor signage – In committee pending branding efforts. Branding company selected and branding about to be underway.
- Research railroad "quiet zone": underway; June agenda
- Water conservation efforts increased and publicized: developing a website page
- Discuss Municipal water project funding options
- Funding options for sidewalk maintenance and repair:
- More detail in Sales Tax reports if possible

Green:

- Consider a "vacant building fee" and guidelines for downtown Main Street properties; June 26 ; to be brought back at a later meeting for further discussion
- Update on corridor signage: waiting for Main Street Board info
- Update on 7th Street Hospital property

Rydell:

- Consideration of developing an in house street program to repair, fix and rebuild when possible: Discussion during budget workshops.
- Developing historic preservation ordinances – In Progress – Main St Bd; Janetta McCoy
- More diversity for board volunteers; Summit of leaders (in planning stages)
- Decibel level for trains at Main and 2nd Street: June agenda
- Sidewalks maintenance and repair

Hill:

City Council Meeting
June 11, 2015
Agenda Item Transmittal

Agenda Item #:	**17**
Agenda Title:	Executive Session. (Acquisition of real property)
Council Action to be taken:	Adjourn into Closed session.
Initiating Department:	City Administration
Staff Contact:	**Mayor**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.072 of the Texas Government Code which allows such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

17a. Executive Session form

TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on June 11, 2015 and posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

☐	551.071	To consult with its attorney about pending or contemplated litigation; or a settlement offer; or regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act.
x	551.072	To conduct deliberations regarding the purchase, exchange, lease, or value of real property.
☐	551.074	Regarding personnel matters
☐	551.087	Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor.

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. BACK TO OPEN SESSION

The time is now __________ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

As Mayor of the City of Taylor, I do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the 11th day of June, 2015.

____
Mayor

(Executive session Consolidated Form)