

AGENDA

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

MAY 14, 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 2015-01 to grant a request for a Specific Use Permit to allow a major automobile repair facility for property located at 210 E. 3rd Street, a .34 acre tract in City of Taylor, Block 11, Lot 3-6, situated in Williamson County. (Laura Rouse-DeVore)
2. Approve Resolution R15-07 authorizing signatures on the City's investment and bank accounts. (Rosemarie Dennis)
3. Approve minutes for April 23, 2015. (Susan Brock)

PUBLIC HEARING

4. Conduct a Public Hearing and consider approving Ordinance 2015-02 regarding the renaming of a city street to Bill Pickett Trail. (Bob vanTil)
5. Conduct a Public Hearing and consider introducing Ordinance 2015-03 regarding a Specific Use Permit to allow a beer brewing business facility on this 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, Texas. (Laura Rouse-DeVore)
6. Conduct a Public Hearing and consider introducing Ordinance 2015-04 regarding a Specific Use Permit to allow construction of a single family manufactured home in a R1-MHS Single Family Residential Overlay zoning area facility on this property located at 415 Branch Street in the City of Taylor, described as a .15 acre tract out of the City of Taylor, Block 66, Lot 4 situated in Williamson County, Texas. (Laura Rouse-DeVore)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

7. Receive report from Parks and Recreation Advisory Board regarding the West End School property. (Mike DeVito; Gary Gola)
8. Receive report on Code Enforcement activities. (Bob vanTil)
9. Consider a 380 Economic Development Agreement for improvements to 211-215 N. Main Street. (Bob vanTil)
10. Consider a 380 Economic Development Agreement for Taylor Iron and Machine Works. (Bob vanTil)
11. Consider awarding contract for depository services. (Rosemarie Dennis)
12. Consider approving Resolution R15-12 for the financing of capital equipment and authorize the City Manager to execute the agreement. (Rosemarie Dennis)

13. Consider approving Resolution R15-13 awarding the bid to RM Quality Construction to build three homes with HOME grant funds. (Bob vanTil)
14. Consider introducing Ordinance 2015-06 to abandon a portion of Mill Street and an alley behind 1523 W. Lake Drive. (Laura Rouse-DeVore)
15. Consider appointment to Taylor Economic Development Corporation Board of Directors. (Susan Brock)
16. Consider proposed future agenda topics and items for discussion. (Mayor)

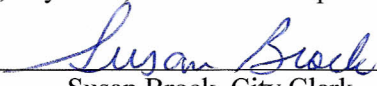
EXECUTIVE SESSION

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 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
 - Project Allison
 - 7th Street Campus Project
 - Project Titanium
 - Project Mother Hubbard
18. Executive Session II. 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
19. 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 May 11, 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:  Date 5/11/15
Susan Brock, City Clerk



City Council Meeting May 14, 2015 Agenda Item Transmittal

Agenda Item #: 1

Agenda Title: Approve Ordinance 2015-01 to grant a Specific Use Permit to allow a major automobile repair facility for property located at 210 E. Third Street in the City of Taylor, described as City of Taylor Block 11, Lots 3-6, situated in Williamson County.

Council Action to be taken: Approve Ordinance 2015-01 by consent.

Initiating Department: Development Services

Staff Contact: Laura Rouse-DeVore,
Deputy Building Official

1. INTRODUCTION/PURPOSE

This item was discussed and the ordinance introduced after a public hearing was held at the April 9 city council meeting. This item is on the consent agenda for final approval.

Sarah Jezek, property owner of 210 E. 3rd Street and Amantha Swift, co-owner of Sparky's Speed Shop, a tenant of 210 E. 3rd Street have submitted an application for Specific Use Permit approval to expand business operations into a larger tenant space within the same building. Expansion of business operations from minor automobile repair to major automobile repair require Specific Use Permit approval. The zoning definitions have been included below to better explain the differences between minor and major automobile repair. Minor automobile repair is a permitted use in the B-1 Local Business Zoning District. Major automobile repair requires a Specific Use Permit approval in the B-1 Local Business Zoning District.

Automobile Repair, Major - General repair or reconditioning of engines, air-conditioning systems and transmissions for motor vehicles; wrecker service, collision repair services including body, frame or fender straightening or repair; customizing; painting; vehicle steam cleaning; undercoating and rustproofing; those uses listed under "Automobile Repair, Minor," and other similar uses.

Automobile Repair, Minor - Minor repair or replacement of parts, tires, tubes and batteries; diagnostic services; minor maintenance services such as grease, oil, spark plug and filter changing; tune-ups; emergency road service; replacement of starters, alternators, hoses and brake parts; automobile washing and polishing; performing state inspections and making minor repairs necessary to pass said inspection; normal servicing of air-conditioning systems; and other similar minor services for motor vehicles except heavy load vehicles, but not including any operation named under "Automobile Repair, Major;" or any other similar

use. No outside storage of vehicles or tools and no work on vehicles will be allowed within the B-1 Zoning District.

2. DESCRIPTION/ JUSTIFICATION

Date of the Public Hearing

April 9, 2015

Location and Acres of the Property

Located at the Southwest corner of the intersection of Third Street and Washburn Street, consisting of approximately .276 acres.

Property Owner and Applicant

The applicant is Sarah Jezek, property owner of 210 E. Third St. and Amantha Swift, Co-owner of Sparky's Speed Shop, a tenant of the property at 210 E. Third Street.

Applicant's intentions for the property (development objective)

The petitioner is seeking approval of a Specific Use Permit to allow for expansion of their business from Minor Automobile Repair to Major Automobile Repair and to allow their relocation into a larger tenant space within the same building.

Existing Zoning

Local Business (B-1)

Proposed Zoning

Local Business (B-1)

No zoning change is being proposed at this time.

Existing Conditions on the Property

The business, Sparky's Speed Shop, LLC, currently occupies a tenant space in the existing building on the site. No physical or structural changes to the property are being proposed at this time.

Existing Thoroughfares and Traffic Volumes

The lot sits on the Southwest corner of the intersection of Third Street and Washburn Street.

Existing Conditions Surrounding the Property (land use/zoning)

North: Local Business/B-1

South: Local Business/B-1

East: Local Business/B-1

West: Local Business/B-1

Future Land Use Map

Downtown

The City's Thoroughfare Plan

Not applicable

Platting Information

The property is currently platted. There are no current plans to amend the existing plat at this time.

Other Information

- Aerial
- Existing Site Conditions Image

Aerial Photo:



Existing Site Conditions:

**Discussion:**

The proposed expansion of Sparky's Speed Shop from a minor automobile repair facility to a major automobile repair facility requires Specific Use Permit approval. The expanded use is consistent with surrounding "grandfathered" uses in the area. This specific structure located at 210 E. Third Street has housed major automobile repair facilities for several years.

Staff feels that the proposed Specific Use Approval is contextually consistent with the uses of surrounding parcels in the area.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

This item was discussed and the ordinance introduced after a public hearing was held at the April 9 city council meeting. This item is on the consent agenda for final approval.

5. RECOMMENDATION

The Planning and Zoning Commission held a public hearing and forwarded a favorable recommendation during their March 10, 2014 regular meeting. The vote was unanimous in favor of the favorable recommendation for approval of the Specific Use Permit for the property at 210 E. Third Street.

Staff recommends approval of the Specific Use Permit.

6. REFERENCE FILES

- 1a. [Ordinance 2015-01](#)
- 1b. [Legal description](#)
- 1c. [Site Map](#)

ORDINANCE NO. 2015-01

**AN ORDINANCE ALLOWING A SPECIFIC USE PERMIT FOR A MAJOR
AUTOMOBILE REPAIR FACILITY ON PROPERTY DESCRIBED AS
CITY OF TAYLOR, BLOCK 11, LOTS 3-6; ALSO KNOWN AS 210 E.
THIRD STREET, TAYLOR, TX.**

WHEREAS, notices for the proposed specific use permit were published in accordance with the Zoning Ordinance and the request referred to the Planning and Zoning Commission.

WHEREAS, Sarah Jezek, property owner, and Amantha Swift, co-owner of Sparky's Speed Shop, LLC, have requested a specific use permit to allow a Major Automobile Repair Facility on property described as City of Taylor, Block 11, Lots 3-6, Also known as 210 E. Third Street in the City of Taylor. That after a public hearing held by the Planning and Zoning Commission on March 10, 2014, the Planning and Zoning Commission voted to recommend a specific use permit to allow a major automobile repair facility on said property.

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

1.0 That after public hearing held on April 9, 2015 before the City Council of the City of Taylor for the purpose of considering an application submitted by Sarah Jezek, property owner, and Amantha Swift, co-owner of Sparky's Speed Shop, LLC. to allow a major automobile repair facility on property described as City of Taylor, Block 11, Lots 3-6, also known as 210 E. Third Street, Taylor, TX, a specific use permit is hereby granted to Sarah Jezek and Amantha Swift to the property described.

2.0 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 here of, as if copied herein verbatim.

3.0 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

4.0 In accordance with Article 8, of the City Charter, Ordinance No. 2015-01 was introduced before the City Council on the 9th day of April, 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. 2015-01, 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

Parcel Information

Legal Description: TAYLOR CITY OF, BLOCK 11, LOT 3-6(E/PTS)





Taylor City Council

April 9, 2015

210 E. Third Street –Specific Use Permit (SUP) Request

Development Services Department

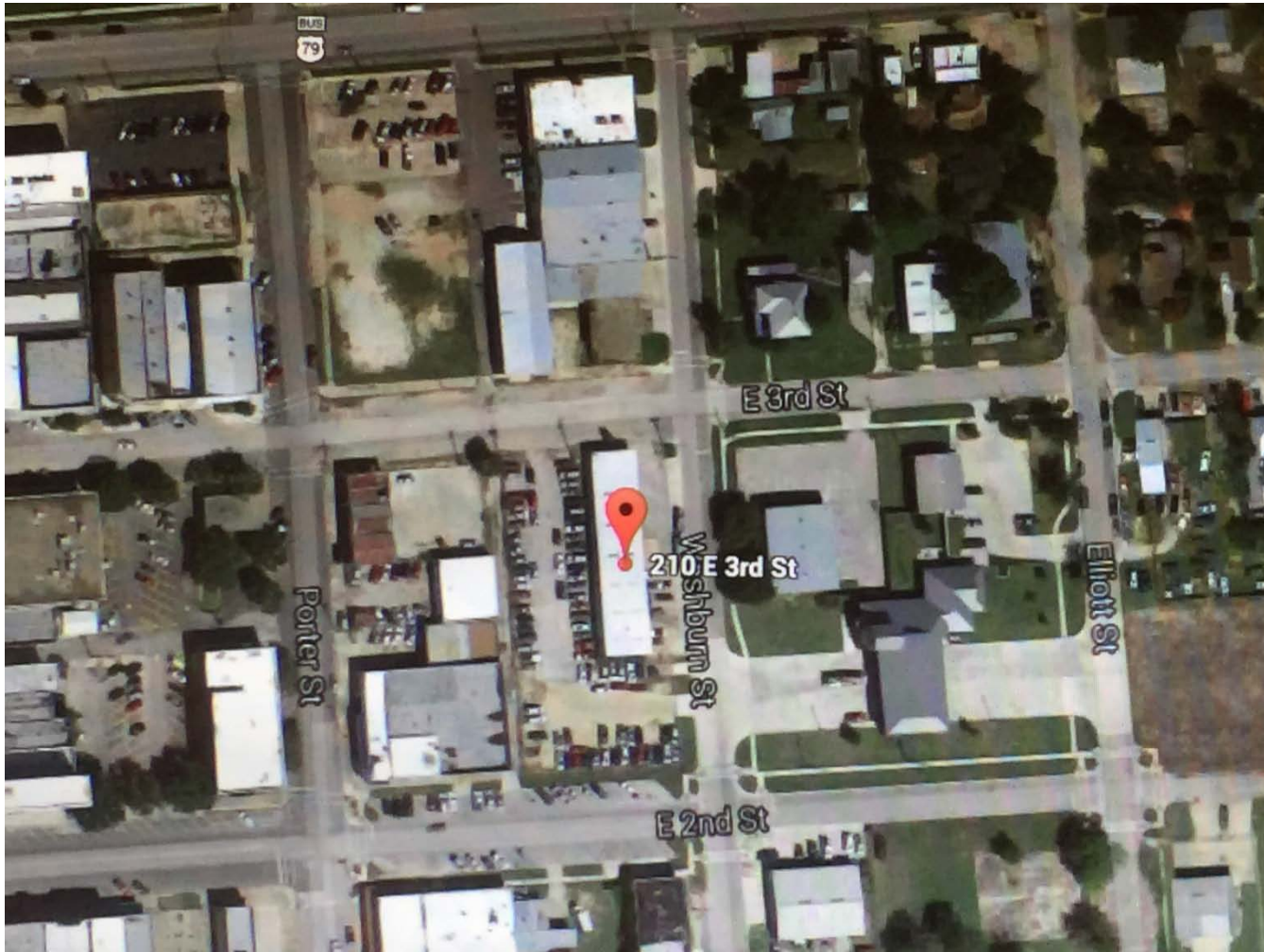


210 E. Third Street –Specific Use Permit (SUP) Request

- Petitioner: Sparky's Speed Shop
- Request is for a Specific Use Permit to allow the expansion of the operations of an existing business.
- Current Zoning is B-1 (Local Business)
- No physical or structural changes and no changes to zoning are being proposed at this time.

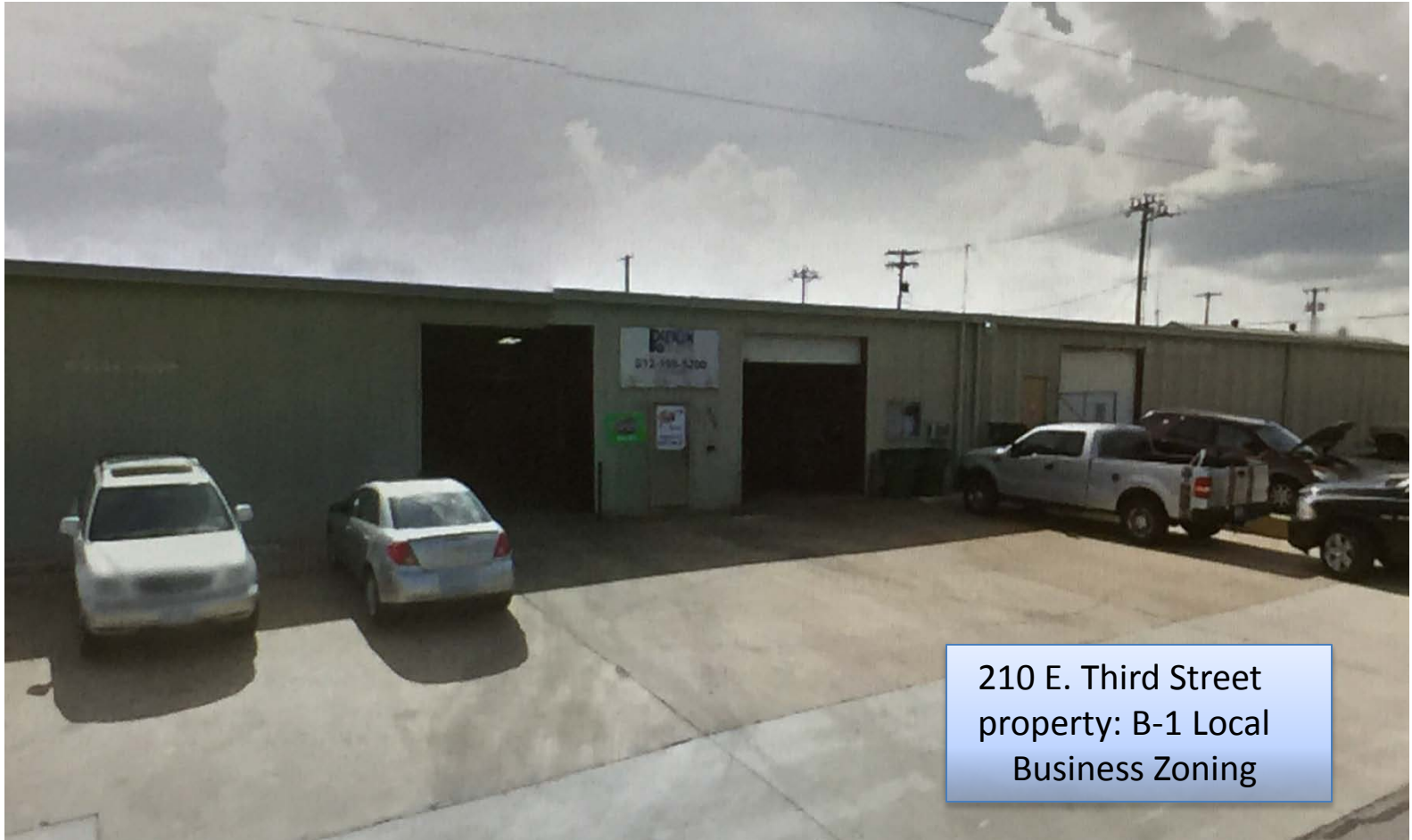


210 E. Third Street –Specific Use Permit (SUP) Request: Aerial Image





210 E. Third Street –Specific Use Permit (SUP) Request: Current Property Conditions



210 E. Third Street
property: B-1 Local
Business Zoning



210 E. Third Street –Specific Use Permit (SUP) Request: Recommendations

- Planning and Zoning Commission held a public hearing for this request at their March 6, 2015 meeting. The Planning & Zoning Commission unanimously voted to send a favorable recommendation to the City Council.
- Staff recommends approval of the rezoning request.



City Council Meeting
May14, 2015
Agenda Item Transmittal

Agenda Item #: 2

Agenda Title: Consider approving Resolution R15-07, authorizing signatures on the City's investment and bank accounts.

Council Action: Approve Resolution R15-07 by consent

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to update the list of authorized signatures on the City's financial accounts related to investment of local funds and the depository accounts. With the hiring of the new Assistant City Manager, he will need to be added to all of the City's financial accounts in order to assist with conducting the City's financial matters.

2. DESCRIPTION/ JUSTIFICATION

This resolution will allow the City to formally update the signatures that are authorized to withdraw funds from time to time, to issue letters of instruction and to take all other actions deemed necessary or appropriate for the investment of local funds. This is a simple housekeeping matter that will occur anytime there is a change in personnel, Mayor or a new depository contract.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Immediate consideration is needed so the banks and investment firms can be notified of the authorized signers.

5. RECOMMENDATION

Staff recommends approval of Resolution R15-07 by consent.

6. REFERENCE FILES (Attachments)

2a. [Resolution 15-07](#)

RESOLUTION NO. R15-07

THE CITY OF TAYLOR, TEXAS IS A LOCAL GOVERNMENT OF THE STATE OF TEXAS AND IS EMPOWERED TO DELEGATE TO FINANCIAL INSTITUTIONS THE AUTHORITY TO INVEST FUNDS AND TO ACT AS CUSTODIAN OF INVESTMENTS PURCHASED WITH LOCAL INVESTMENT FUNDS

WHEREAS, the City of the City of Taylor, 400 Porter Street; Taylor, Texas 76574 is a local government of the State of Texas and is empowered to delegate to financial institutions the authority to invest funds and to act as custodian of investments purchased with local funds; and

WHEREAS, it is in the best interest of the City of Taylor to invest local funds in investments that provide for the preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool, TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Principal Financial Group, are qualified financial institutions to invest funds and to act as custodian of investments purchased with local investment funds whose investment objectives in order of priority are preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act;

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

- A. The individuals whose signatures appear in this Resolution are Authorized Representatives of the City of Taylor and a combination of any two of the Authorized representatives are hereby authorized to transmit funds for investment in TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Principal Financial Group. Any two of the Authorized Representatives are further authorized to withdraw funds from time to time, issue letters of instruction and take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the City of Taylor may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the individuals, whose signatures appear in this Resolution, are (1) deemed by the City's Management to no longer require access to the City of Taylor's TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Principal Financial Group accounts or (2) are no longer employed by the City of Taylor.
- C. That the City of Taylor may, by amending this Resolution, add an Authorized Representative provided the additional Authorized Representative is an officer, employee or agent of the City of Taylor.

The following is a list of the Authorized Representatives of the City of Taylor:

ORIGINALS REQUIRED

- | | | |
|----|--------------------------|------------------------------------|
| 1. | _____ | Title: <u>Mayor</u> |
| | <u>Jesse Ancira, Jr.</u> | Phone: <u>512-352-3675 ext. 14</u> |
| 2. | _____ | Title: <u>City Manager</u> |
| | <u>Isaac D. Turner</u> | Phone: <u>512-352-3675 ext. 15</u> |
| 3. | _____ | Title: <u>City Manager</u> |
| | <u>Noel Bernal</u> | Phone: <u>512-352-3675 ext. 34</u> |
| 4. | _____ | Title: <u>Finance Director</u> |
| | <u>Rosemarie Dennis</u> | Phone: <u>512-352-3675 ext. 21</u> |
| 5. | _____ | Title: <u>Accountant</u> |
| | <u>Lillie Lawler</u> | Phone: <u>512-352-3675 ext. 37</u> |

Any new individuals will be issued a personal identification number to transact business with TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Principal Financial Group.

The named Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Operation Agreement with the named financial institution is:

Name: Lillie Lawler, Accountant

Email: lillie.lawler@taylortx.gov

Fax: 512-352-8483

The following is an additional Authorized Representative designated to perform only inquiries of selected information. This limited representative cannot perform transactions.

- | | | |
|----|--------------------|--------------------------|
| 6. | _____ | Title: <u>City Clerk</u> |
| | <u>Susan Brock</u> | |

This Resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Taylor and until TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Principal Financial Services receives a copy of any such amendment or revocation. This resolution is hereby introduced and adopted by the City of Taylor at its regular meeting held on this the _____ day of _____, 2015.

NAME OF PARTICIPANT: City of Taylor, Texas

By: _____

Jesse Ancira, Jr., Mayor
City of Taylor, Texas

ATTEST:

Susan Brock, City Clerk
City of Taylor, Texas

This document supersedes all prior Authorized Representative designations.



***City Council Meeting
May 14, 2015
Agenda Item Transmittal***

Agenda Item #: 3
Agenda Title: Approve minutes for April 23, 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

3a [Minutes, April 23, 2015.](#)

The City Council of the City of Taylor met on April 23, 2015, at City Hall, 400 Porter St., Taylor, Texas. Mayor Jesse Ancira declared a quorum and called the meeting to order at 6:02 p.m. with the following present:

Mayor Pro Tem Chris Gonzales
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

INVOCATION

Mr. Danny Thomas led the group in prayer.

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. MAY IS NATIONAL HISTORIC PRESERVATION MONTH.

Council Member Rydell read the proclamation designating May as National Historical Preservation Month in Taylor and members of the Taylor Conservation and Heritage Society and the Main Street Advisory Board accepted the proclamation.

2. NATIONAL POLICE WEEK, MAY 11-17, 2015

Chief Fluck and his staff accepted a proclamation from Council Member Hill recognizing the week of May 11-17, 2015 as National Police Week and expressed his appreciation for the excellent job they do in providing services to the community.

CITIZENS COMMUNICATION

Mr. Mark Birchard, 4203 Zion Ave., representing the Home Owner's Association for Summerfield, offered their support of the name change of North Park Drive to Bill Pickett Trail. Mr. David Morris, 1704 Lexington, cited safety issues as he expressed his lack of support for a skate park located under the Main Street overpass. Mr. Timothy Tebeau, 2900 Tyler Lane, spoke in favor of the skate park project and wanted to inform Council that Project Loop was featured in a video produced for ESPN.

CONSENT AGENDA

3. APPROVE MINUTES FOR APRIL 9, 2015.

4. ACCEPT SEMI ANNUAL IMPACT FEE REPORT FROM THE TAYLOR IMPACT FEE ADVISORY COMMITTEE FOR OCTOBER 1, 2014 TO MARCH 31, 2015.

5. CONCUR WITH PRELIMINARY FINANCIALS FOR MARCH 2015.

Mayor Pro Tem Gonzales moved to approve the consent agenda as presented and Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

6. CONSIDER ADOPTING THE DOWNTOWN MASTER PLAN.

Mr. Bob van Til, Director of Development Services, introduced Mr. Steven Spears with Design Workshop who presented a summary of the final plan. Council Members Hill and Green expressed some concern for the recommended location of the skate park under the 1st Street

overpass due to its proximity to the railroad tracks. Mr. Hill also expressed his desire to have had more input regarding the transportation element of the plan. Council asked staff to schedule a workshop on implantation of the plan and Council Member Green asked the Main Street Advisory Board to develop a plan on signs prior to that workshop.

Council Member Green moved to approve the plan as presented with comments from advisory boards and commission and to follow through with the items discussed. Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

7. RECEIVE QUARTERLY REPORT FROM THE GREATER TAYLOR CHAMBER OF COMMERCE.

Ms. Janetta McCoy, Chair of the Greater Taylor Chamber of Commerce Board of Directors, presented a brief overview of financial activities from January through March of 2015. Mayor Pro Tem Gonzales requested additional details on expenses for future reports. Ms. McCoy announced that Ms. Stacy Stork, President, had resigned and they would be seeking a replacement as soon as possible.

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

8. RECEIVE PRESENTATION ON LEAD, A NEW JOINT LEADERSHIP PROGRAM DEVELOPED BY THE CITY AND THE GREATER CHAMBER OF COMMERCE.

Ms. Laura Rouse-Devore, Deputy Building Official, presented an overview of a new program that will be offered jointly by the City and the Chamber to encourage potential community and business leaders in the city. The program will consist of nine sessions, one per month, and there will be a \$50 fee to enroll in the program that will have an emphasis on leadership.

Mayor Pro Tem Gonzales moved to approve the program as presented and Council Member Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

9. CONSIDER AWARDING CONTRACTS FOR AMY YOUNG BARRIER REMOVAL PROGRAM.

Mr. van Til presented a request to award the contracts for the Amy Young Barrier Removal Program. Mr. Robb Stevenson, grant administrator, stated that the City of Taylor has surpassed any other city or county in the number of homes addressed through this program. He stressed the fact that the bid advertisement included an outreach to local contractors but no Taylor firms submitted a proposal. His recommendation was to award contracts as follows:

On-Call Management Services, Inc.	\$18,215 (1808 Holly Springs) \$28,000 (1301 Washburn) \$16,605 (1010 Burkett)
Valdez Remodeling and Weatherization, Inc.	\$18,335 (1017 Talbot) \$18,075 (708 Maple)

Council Member Green moved to award the bids as presented and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

10. CONSIDER CITY OF TAYLOR LEGISLATIVE AGENDA.

Mr. van Til and Mr. Turner presented a list of topics that the Council may consider as issues that are important to the community and may be distributed to appropriate legislators and their staff at the upcoming Williamson County Legislative Day, April 30, 2015.

Mayor Pro Tem Gonzales moved to approve the list as presented and Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

11. CONSIDER APPROVING THE FINANCING OF CAPITAL EQUIPMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

Ms. Rosemarie Dennis, Finance Director, presented a request approve the financing of capital equipment to include police vehicles, trucks, and mowing equipment. Based on proposals received, Ms. Dennis recommended the lease-purchase agreement be awarded to Cal First Government and Education Group with the best interest rate. Council expressed a desire to consider awarding the agreement to the local firms who submitted proposals as a way to support local businesses. Unsure of the legality of splitting the bid award, staff requested more time to review the proposals and bring this item back at a future meeting.

12. REVIEW DRAFT ECONOMIC DEVELOPMENT GOAL AND OBJECTIVES AS OUTLINED IN THE STRATEGIC PLAN.

Mr. Turner presented a first look at the goals and objectives brought forward during the strategic planning sessions with Council. Some changes were mentioned and Mr. Turner agreed to bring this item back for further discussion.

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

Mayor Ancira asked council members for any items in need of further discussion. Council Member Rydell requested an update and report on current code enforcement activity and strategies for expanding our efforts on this front.

(Mayor Ancira and council members retired to closed session at 7:52 pm.)

14. EXECUTIVE SESSION. 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

15. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Ancira resumed the open meeting at 7:59 p.m. and stated that there was no action taken during Executive Session.

ADJOURN

With no further business, Mayor Ancira adjourned the meeting at 8:00 p.m.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting May 14, 2015 Agenda Item Transmittal

Agenda Item #: 4

Agenda Title: Conduct Public Hearing and consider approving Ordinance 2015-02 regarding the renaming of a city street to Bill Pickett Trail.

Council Action to be taken: Conduct a Public Hearing and consider approval of Ordinance 2015-02

Initiating Department: Development Services

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to conduct a public hearing and to consider approving Ordinance 2015-02 naming the road that leads into the Regional Park and that will lead up to Chandler Road to serve the East Williamson County Events Center, and renaming North Park Blvd. to Bill Pickett Trail.

The ordinance was introduced on April 9, a 30 day comment period opened, and a date set for the public hearing on May 14, 2015.

2. DESCRIPTION/ JUSTIFICATION

The city received suggestions from several citizens to consider renaming the street that leads into the Williamson County Arena after Bill Pickett. In October 2014, Mayor Ancira sent a letter on behalf of the Council to Judge Gattis requesting the County consider honoring Mr. Pickett in some way with the expansion of the County facility.

Commissioner Morrison has indicated his support for naming the road after Bill Pickett.

Council Member Scott Green asked to place the item on the March 12, 2015 agenda to facilitate a discussion on the subject of renaming the street. Subsequently, Councilmember Hill asked for this item to be placed on the March 26, 2015 agenda for formal consideration. At this meeting the Council directed staff to present an ordinance for consideration to initiate the road naming procedures.

3. FINANCIAL/BUDGET

Costs will be incurred to replace the existing street signs and order new ones as needed.

4. TIMELINE CONSIDERATIONS

The name change will go into effect 45 days following the adoption of the ordinance. That will allow staff to make all of the necessary notifications and apply to TXDOT for the sign change out at Carlos G. Parker and Northpark.

5. RECOMMENDATION

Staff recommends conducting the public hearing and approving Ordinance 2015-02.

6. REFERENCE FILES

- 4a. [Ordinance 2015-02](#)
- 4b. [Judge Gattis letter](#)
- 4c. [Schematic of the road to be named](#)
- 4d. [Street naming procedure](#)

ORDINANCE NO. 2015-02

“AN ORDINANCE PROVIDING FOR THE NAMING OF BILL PICKETT TRAIL; PROVIDING FOR A PUBLIC HEARING; PROVIDING A REPEALING CLAUSE; AND PROVIDING A SEVERABILITY CLAUSE”

WHEREAS, it is the desire of the City Council of the City of Taylor, Texas to name Bill Pickett Trail; and

WHEREAS, a 30-day comment period will begin on April 9, 2015 to receive comments from citizens and property owners regarding naming of this street; and

WHEREAS, the City Council held a public hearing on May 14, 2015 to receive citizen comment on this action; and

WHEREAS, the City of Taylor provided notice for this action in the newspaper, on the web site, and mailed to property owners adjacent to the streets to be named:

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

SECTION 1.0 That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2.0 The City Council hereby name Bill Pickett Trail as shown on Exhibit A.

SECTION 3.0 That the Ordinance shall go into effect 45 days following its passage

SECTION 4.0 All other ordinances; parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

SECTION 5.0 If any portion of the Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

SECTION 6.0 In accordance with Article 8 of the City Charter, Ordinance No. 2015-02 was introduced before the City Council on the __9th__day of __April____, 2015.

PASSED, APPROVED, and ADOPTED on the _____day of _____, 2015.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk

EXHIBIT A
Street to be named or renamed

Bill Pickett Trail.



October 28, 2014

The Honorable Judge Dan A. Gattis
Williamson County Courthouse
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Dear Judge Gattis:

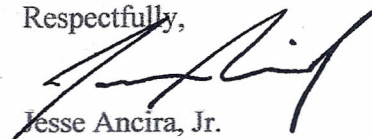
At our October 9th meeting the Taylor City Council approved a request from our Park and Recreation Advisory Board to ask the Williamson County Commission to name the Arena at the Williamson County Events Center after the legendary cowboy, Bill Pickett. Should the County Commission choose not to rename the Arena after Mr. Pickett, the City Council would respectfully request that a significant part of the venue be named in honor of Mr. Pickett.

Mr. Pickett spent his early rodeo days living and working in Taylor and East Williamson County in the late 1880's. By 1888, his family had moved to Taylor, where he and his brothers started a horse-breaking business. Bill was a member of the National Guard and a deacon of the local Baptist church. He is credited with inventing "Bull-Dogging" (steer-wrestling) and was inducted into the National Rodeo Hall of Fame in 1972. In 1989, he was also enshrined in the Pro Rodeo Hall of Fame and Museum of the American Cowboy at Colorado Springs, Colorado. In 1994 the United States Post Office issued a stamp in his honor.

With the planned expansion of the Events Center, the Taylor City Council believes that it is the right time to bestow an appropriate honor on "one of our own", Mr. Bill Pickett, for his contributions to our local community and to the sport of rodeo.

We appreciate your continued service to our community and thank you for consideration of this request.

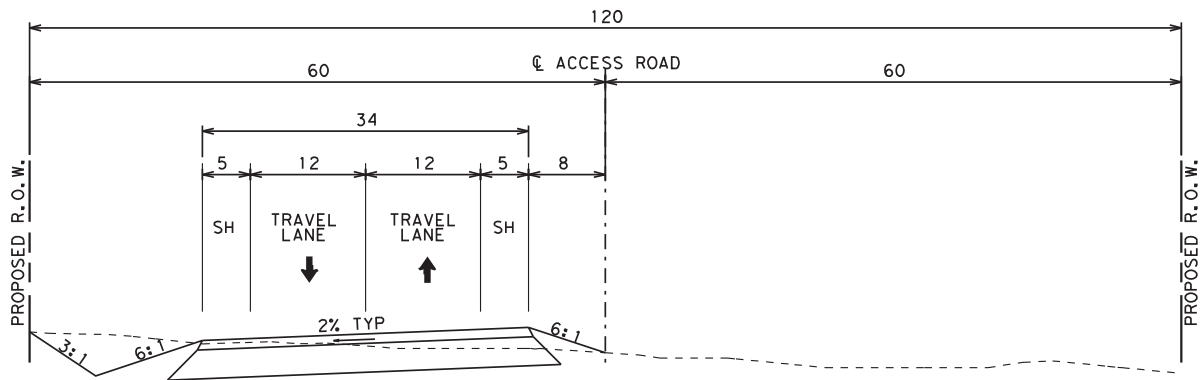
Respectfully,



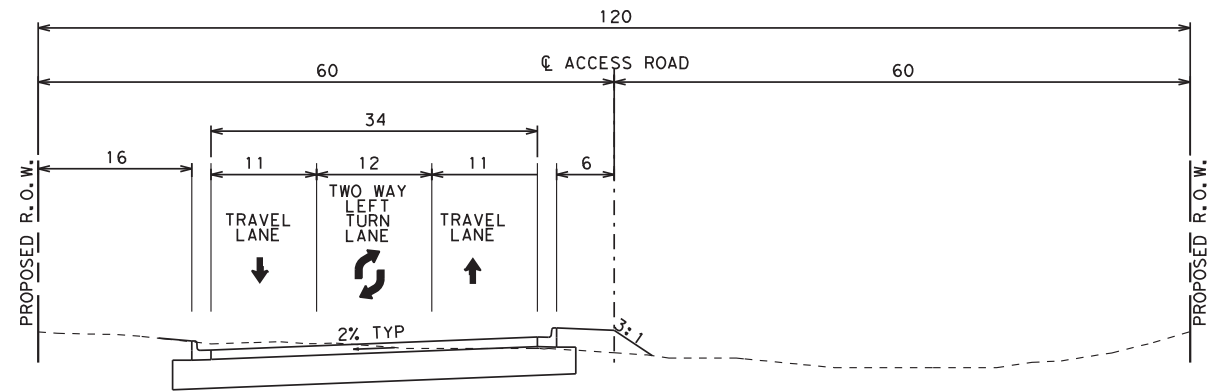
Jesse Ancira, Jr.
Mayor



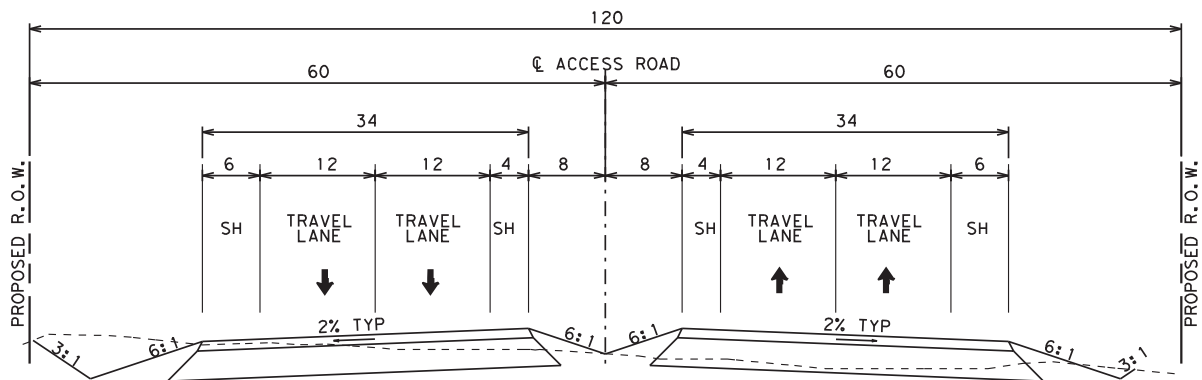
X:\Projects\0347-Williamson County_EVEC_Access_Road\DWG\Exhibits\0347_TYP.dgn modified by dorian on 2/2/2015 - 2:09:34 PM



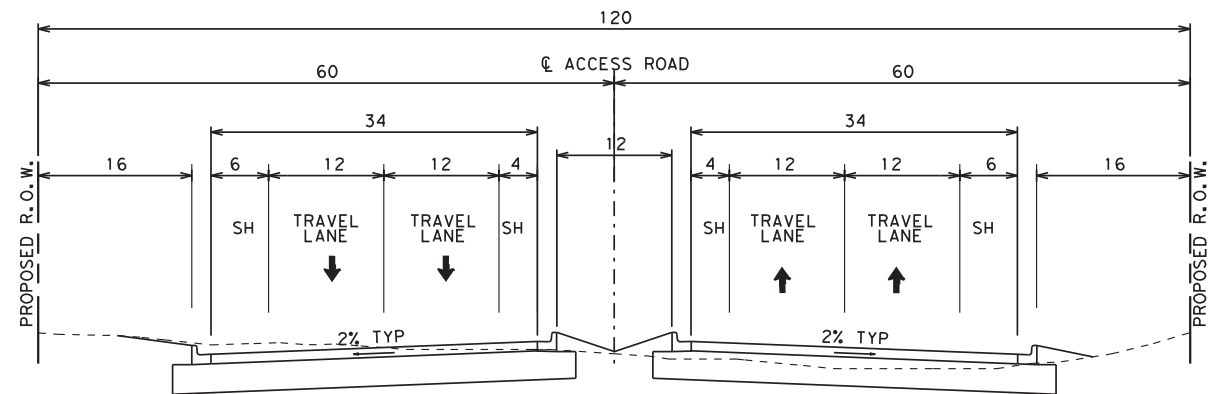
PROPOSED INTERIM TYPICAL SECTION - OPTION 1



PROPOSED INTERIM TYPICAL SECTION - OPTION 2



PROPOSED ULTIMATE TYPICAL SECTION - OPTION 1



PROPOSED ULTIMATE TYPICAL SECTION - OPTION 2

REVISION DESCRIPTION	
REV. NO.	DATE

INTERIM REVIEW
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF
INTERIM REVIEW UNDER THE AUTHORITY OF
B. RYAN BELL, PE 92578 ON 2/2/2015
IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES

K FRIESE & ASSOCIATES, INC. 1120 S. CAPITAL OF TEXAS HWY, IL-100, AUSTIN, TX 78746	EAST WILLAMSON COUNTY EVENT CENTER ACCESS ROAD	PROPOSED TYPICAL SECTIONS
---	---	---------------------------



WILLIAMSON COUNTY	
SCALE	AS NOTED
DATE	2/2/2015
SHEET NUMBER	1 OF 1

Street Naming Procedures (*):

1. Street naming is coordinated through the Development Services Department.
2. Receive written request to rename street
3. DRC – Technical review of proposed street name(s). Mostly to ensure no duplications exist.
 - a. Develop preliminary implementation schedule; effective date, etc
 - b. Coordinate with Departments
 - i. City Manager's Office
 - ii. Fire
 - iii. Police
 - iv. Finance/Utility Billing
 - v. Public Works
 - vi. County 911
4. Council - introduce ordinance to begin 30-day comment period and set public hearing date
5. Staff – 30 day notice to the general public via the news paper and web, etc.
6. Staff - Send letter to adjacent property owners: asking - any suggestions on street name? Or if name is selected, solicit feedback
7. Council conducts public hearing for proposed street names at the end of the 30-day comment period and may approve ordinance.
8. Post approval procedure, if ordinance is approved.
 - a. Effective date shared with departments
 - b. Street signs
 - c. 911 County and CAPCOG
 - d. Williamson Central Appraisal District
 - e. US Post Office
 - f. Letter to property owners and residents along the renamed street
 - g. P.D. computer aided dispatch
 - h. Utility billing – updated in system? (Finance Department)
 - i. Private utilities.

(*) Street names in new subdivisions are named during the platting process, as approved by the Planning and Zoning Commission.



City Council Meeting

May 14, 2015

Agenda Item Transmittal

Agenda Item #: 5

Agenda Title: Conduct a Public Hearing and consider introducing Ordinance 2015-03 regarding a Specific Use Permit to allow a beer brewing business facility on this 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, TEXAS

Council Action to be taken: Conduct a Public Hearing and Consider introducing Ordinance 2015-03.

Initiating Department: Development Services

Staff Contact: Laura Rouse-DeVore,
Deputy Building Official

1. INTRODUCTION/PURPOSE

CWMRY BOYD II, LLC, property owner of 201 N. Main Street and Ian Davis, with the Texas Beer Company, a tenant of 201 N. Main Street have submitted an application for Specific Use Permit approval to allow a beer brewing business facility to conduct business from a tenant space within the existing building on the property. By zoning definition, a beer brewing business would be considered a “custom manufacturer”, a classification which requires Specific Use Permit approval within the B-3 Zoning District.

The purpose of this item is to conduct a public hearing and consider introduction of the ordinance to grant Specific Use Approval.

2. DESCRIPTION/ JUSTIFICATION

Date of the Public Hearing

May 14, 2015

Location and Acres of the Property

Located at the Northwest corner of the intersection of Second Street and N. Main Street, consisting of approximately .3788 acres

Property Owner and Applicant

The applicants are CWMRY BOYD II, LLC, property owner of 201 N. Main St. and Ian Davis, with the Texas Beer Company, a tenant of 201 N. Main Street

Applicant's intentions for the property (development objective)

The petitioner is seeking Specific Use Permit Approval to locate a beer brewing business facility on the property of 201 N. Main Street.

Existing Zoning

Central Business (B-3)

Proposed Zoning

No zoning change is being proposed for the property.

Existing Conditions on the Property

An existing mixed-use building (McCrory-Timmerman) currently exists on the site and is under an active permit for remodeling.

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: Central Business/B-3

South: Central Business/B-3 and Light Industrial/M-1 (Across 2nd Street)

East: Local Business/B-1 (Across Main Street)

West: Central Business/B-3 and Light Industrial/M-1

Future Land Use Map

Downtown

The City's Thoroughfare Plan

Not applicable

Platting Information

The property is currently platted. There are no current plans to amend the existing plat at this time.

Other Information

- Aerial
- Existing Site Conditions Image

Aerial Photo:



Existing Site Conditions:



Discussion:

The proposed beer brewing business use within the existing building at 201 N. Main Street requires Specific Use Permit approval. The proposed use, however, is consistent with surrounding uses in the area. In addition to the restaurant/bar uses, the beer brewing business requires special use approval because the applicants will be brewing and processing the beer on site. This classifies the business as a “custom manufacturer” which then requires Specific Use approval within the current B-3 zoning of the property.

Staff feels that Approval of the proposed Specific Use Permit is contextually consistent with the uses of surrounding parcels in the area.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The Planning and Zoning Commission held a public hearing and forwarded a favorable recommendation during their April 14, 2015 regular meeting. The vote was unanimous in favor of the favorable recommendation for approval of the Specific Use Permit for the property at 201 N. Main Street.

Staff recommends approval of the Specific Use Permit.

6. REFERENCE FILES

5a. [Ordinance 2015-03](#)

5b. [Legal description](#)

5c. Site Map

5d. Interior layout

ORDINANCE NO. 2015-03

AN ORDINANCE ALLOWING A SPECIFIC USE PERMIT FOR A MAJOR AUTOMOBILE REPAIR FACILITY ON PROPERTY DESCRIBED AS CITY OF TAYLOR, BLOCK 9, LOTS 5-6, 1-4 (S/PTS); ALSO KNOWN AS 201 N. MAIN STREET, TAYLOR, TX.

WHEREAS, notices for the proposed specific use permit were published in accordance with the Zoning Ordinance and the request referred to the Planning and Zoning Commission.

WHEREAS, CWMRY BOYD II, LLC, property owner of 201 N. Main Street and Ian Davis, with the Texas Beer Company, a tenant of 201 N. Main Street have requested a Specific Use Permit to allow a beer brewing business facility to conduct business from a tenant space within the existing building on the property described as City of Taylor, Block 9, Lots 5-6, 1-4 (S/PTS); Also known as 201 N. Main Street in the City of Taylor. That after a public hearing held by the Planning and Zoning Commission on April 14, 2015, the Planning and Zoning Commission voted to recommend a specific use permit to allow a beer brewing business facility on said property.

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

1.0 That after public hearing held on May 14, 2015 before the City Council of the City of Taylor for the purpose of considering an application submitted by CWMRY BOYD II, LLC, property owner of 201 N. Main Street and Ian Davis, with the Texas Beer Company, a tenant of 201 N. Main Street have requested a Specific Use Permit to allow a beer brewing business facility to conduct business from a tenant space within the existing building on the property described as City of Taylor, Block 9, Lots 5-6, 1-4 (S/PTS); Also known as 201 N. Main Street in the City of Taylor., a specific use permit is hereby granted to CWMRY BOYD II, LLC and Ian Davis with Texas Beer Company to the property described.

2.0 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 here of, as if copied herein verbatim.

3.0 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

4.0 In accordance with Article 8, of the City Charter, Ordinance No. 2015-03 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

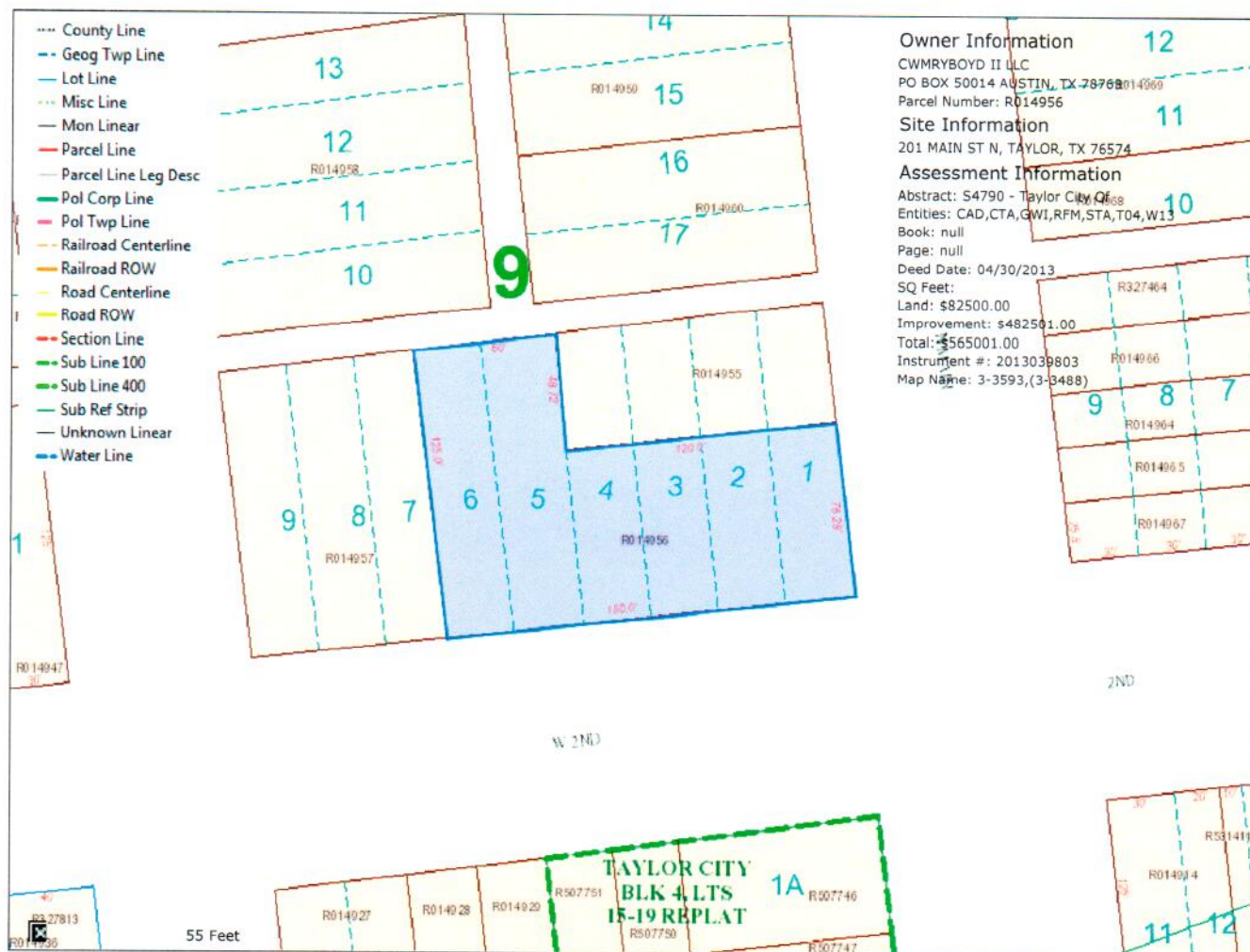
I, Susan L. Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2015-03, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2015, and such Ordinance was duly introduced, 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

Parcel Information

Legal Description: TAYLOR CITY OF, BLOCK 9, LOT 5-6, 1-4 (S/PTS)



Please choose **Landscape** when you print. [Print Now](#) | [Generate a PDF](#)

The floor plan of the Texas Beer Co. building is a complex layout with various rooms and outdoor areas. The plan is oriented with North at the top. The main entrance is located on the left side, leading into a large lobby area. To the right of the lobby is a reception area. Further right is a kitchen area, and to the right of the kitchen is a brewery area. The brewery area is connected to a bar area. The bar area is located on the right side of the plan. There are several outdoor seating areas, including a large one in the center-right and another in the bottom right. The plan also shows various corridors, stairs, and restrooms. The overall layout is designed to provide a functional and comfortable environment for the company's operations.

Wall 7 (Open)

 Masonry wall

of "dark grey" and "red" (interior facing) limestone
of "medium dark sand" and "medium brown to
dark brown" of "medium to heavy" grain sand

Wall 8 (Closed)

 "Dark brownish grey" (interior facing) limestone

[illegible]



City Council Meeting

May 14, 2015

Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Conduct a Public Hearing and consider introducing Ordinance 2015-04 regarding a Specific Use Permit to allow construction of a single-family manufactured home in a R1-MHS Single-Family Residential Overlay zoning area facility on this property located at 415 Branch Street in the City of Taylor, described as a .15 acre tract out of the City of Taylor, Block 66, Lot 4 SITUATED IN WILLIAMSON COUNTY, TEXAS

Council Action to be taken: Conduct a Public Hearing and Consider introducing Ordinance 2015-04.

Initiating Department: Development Services

Staff Contact: Laura Rouse-DeVore,
Deputy Building Official

1. INTRODUCTION/PURPOSE

Louren Karkoska, property owner of 415 Branch Street and Mike Ringstaff, representing the owner have submitted an application for a Specific Use Permit to allow construction of a single-family manufactured home in a R1-MHS Single-Family Residential Overlay zoning area. The current zoning classification of this property does allow construction of manufactured homes with approval of a Specific Use Permit.

The purpose of this item is to conduct a public hearing and consider introduction of the ordinance to grant Specific Use Approval.

2. DESCRIPTION/ JUSTIFICATION

Date of the Public Hearing

May 14, 2015

Location and Acres of the Property

Located on the West side of Branch Street near the Southwest corner of the intersection of Branch Street and 5th Street, consisting of approximately .15 acres

Property Owner and Applicant

The applicants are Louren Karkoska, property owner of 415 Branch Street and Mike Ringstaff, representing the owner.

Applicant's intentions for the property (development objective)

The petitioner is seeking Specific Use Permit Approval to construct a single-family manufactured home in the R1-MHS Single-Family Residential Overlay zoning area.

Existing Zoning

Single-Family Overlay (R1-MHS)

Proposed Zoning

No zoning change is being proposed for the property.

Existing Conditions on the Property

The property is currently vacant.

Existing Thoroughfares and Traffic Volumes

The lot sits on the Westside of Branch Street and has an alley in the rear of the lot. The closest cross street is 5th Street to the North of the lot.

Existing Conditions Surrounding the Property (land use/zoning)

North: Single-Family Overlay / R1-MHS

South: Single-Family Overlay / R1-MHS

East: Single-Family Overlay / R1-MHS

West: Single-Family Overlay / R1-MHS

Future Land Use Map

Downtown Neighborhood

The City's Thoroughfare Plan

Not applicable

Other Information

- Aerial

Aerial Photo:



Discussion:

The proposed residence, being a manufactured home, does require Specific Use Permit approval under the current zoning of the parcel. The proposed use, however, is consistent with surrounding uses in the area and would offer an infill opportunity for this block and neighborhood.

Staff feels that Approval of the proposed Specific Use Permit is contextually consistent with the uses of surrounding parcels in the area.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The Planning and Zoning Commission will hold a public hearing on this matter during their May 12, 2015 regular meeting. Staff will present information regarding the outcome of that public hearing during the presentation of this item at the City Council public hearing on May 14, 2015.

Staff recommends approval of the Specific Use Permit.

6. REFERENCE FILES

6a. [Ordinance 2015-04](#)

6b. [Legal description](#)

ORDINANCE NO. 2015-04

AN ORDINANCE ALLOWING A SPECIFIC USE PERMIT FOR A MANUFACTURED HOME ON PROPERTY DESCRIBED AS CITY OF TAYLOR, BLOCK 66, LOT 4; ALSO KNOWN AS 415 BRANCH STREET, TAYLOR, TX.

WHEREAS, notices for the proposed specific use permit were published in accordance with the Zoning Ordinance and the request referred to the Planning and Zoning Commission.

WHEREAS, Louren Karkoska, property owner of 415 Branch Street and Mike Ringstaff, representing the property owner have requested a Specific Use Permit to allow construction of a single-family manufactured home in a R1-MHS Single-Family Residential Overlay zoning area on the property described as City of Taylor, Block 66, Lot 4; Also known as 415 Branch Street in the City of Taylor. That after a public hearing held by the Planning and Zoning Commission on May 12, 2015, the Planning and Zoning Commission voted to recommend a specific use permit to allow a single-family manufactured home on said property.

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

1.0 That after public hearing held on May 14, 2015 before the City Council of the City of Taylor for the purpose of considering an application submitted by Louren Karkoska, property owner of 415 Branch Street and Mike Ringstaff, representing the owner have requested a Specific Use Permit to allow construction of a single-family manufactured home in a R1-MHS Single-Family Residential Overlay zoning area on the property described as City of Taylor, Block 66, Lot 4; Also known as 415 Branch Street in the City of Taylor, a specific use permit is hereby granted to Louren Karkoska and Mike Ringstaff, representing the owner, to the property described.

2.0 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 here of, as if copied herein verbatim.

3.0 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

4.0 In accordance with Article 8, of the City Charter, Ordinance No. 2015-04 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. 2015-04, 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

Parcel Information

Legal Description: **TAYLOR CITY OF, BLOCK 66, LOT 4**



***City Council Meeting
May 14th, 2015
Agenda Item Transmittal***

Agenda Item #: 7

Agenda Title: Receive report from Parks Advisory Board regarding West End School property.

Council Action to be taken: Receive recommendation

Initiating Department: Parks and Recreation

Staff Contact: Mike DeVito, Superintendent

1. INTRODUCTION/PURPOSE

The purpose of this item is to receive a 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.

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 May 14, 2015 Agenda Item Transmittal

Agenda Item #: 8
Agenda Title: Consider Code Enforcement Report
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 consider 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?

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

6. REFERENCE FILES

- 8a. [Presentation](#)
8b. [Zone maps](#)

Taylor Code Enforcement Report

May 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

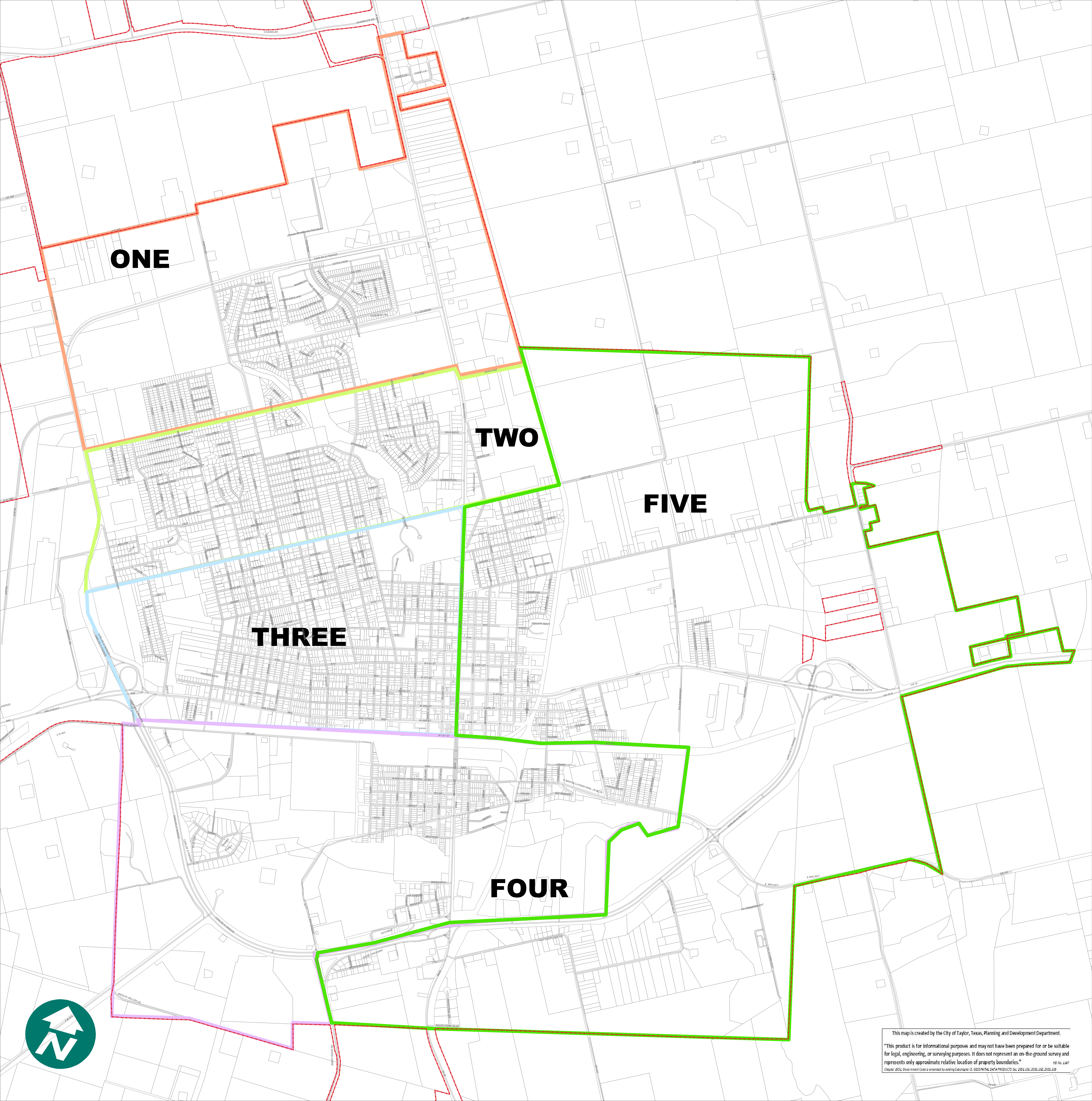
- ▶ Neighborhood Competitions
- ▶ Engage the entire city
- ▶ “Love Your Block” Grants

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

FIVE

THREE

FOUR





City Council Meeting May 14, 2015 Agenda Item Transmittal

Agenda Item #: 9

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

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

- 9a. [380 Agreement](#)
- 9b. [Sprinkler Proposal](#)
- 9c. [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

RICARDO ZUNIGA

By: ISAAC D. TURNER
Its: CITY MANAGER

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 secured 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



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



X



City Council Meeting
May 14, 2015
Agenda Item Transmittal

Agenda Item #: 10

Agenda Title: Consider a 380 Economic Development Agreement for Taylor Iron and Machine Works.

Council Action to be taken: Consider approving the agreement

Initiating Department: Development Services

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider an agreement with Taylor Iron and Machine Works for a Tax Increment Financing (TIF) grant. The proposed TIF grant is \$41,000.

2. DESCRIPTION/ JUSTIFICATION

The Company is owned by Mr. Arnold Cuba. The Company has been in Taylor since the 1920's. In late 2014, Mr. Cuba began the process to add a 10,500 Square foot addition to his existing facility on Oak Street. This addition requires a fire suppression system. The grant is intended to offset the cost of the sprinkler system.

3. FINANCIAL/BUDGET

The \$41,000 grant will come from the TIF fund.

The City will make the tap and run the service to the property on Oak Street. This is no more than \$16,000. Those funds will come from the Water Impact Fee Fund.

In addition, the Taylor EDC provided the Company a \$45,000 grant for the additional employees it will create with this expansion.

4. TIMELINE CONSIDERATIONS

The agreement stipulates that the company must have the improvements made on or before December 31, 2015.

5. RECOMMENDATION

The Tax Increment Financing Advisory Board met on April 15, 2015 and recommended that the Council award a \$41,000 TIF Grant to Taylor Iron and Machine Works.

Staff also recommends that the Council approve the agreement.

6. REFERENCE FILES

10a. [380 Agreement](#)

10b. [Sprinkler quote](#)

TAYLOR IRON AND MACHINE WORKS, INC
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 TAYLOR IRON AND MACHINE WORKS, INC, a Texas For Profit Corporation ("COMPANY").

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 COMPANY in recognition of the positive economic benefits to the CITY through COMPANY's (i) construction of a 10,500 square foot building addition to its existing building and installation of a fire suppression system in the addition (Improvements") located at 208 Bland Street, Taylor, Texas, ("Property"); (ii) completion of the Improvements and issuance of a certificate of occupancy for the Improvements on or before December 31, 2015; and (iii) operation of COMPANY'S iron and metal fabrication business ("Business") in the City; and (iv) compliance with all codes, regulations, and laws pertaining to the Improvements and the Business.

Whereas, COMPANY requested a Forty-One Thousand Dollar (\$41,000.00) City grant to pay for the fire suppression system in the 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 COMPANY 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 COMPANY 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. COMPANY'S execution and performance of this Agreement constitutes a valid and binding obligation of COMPANY.

2. COMPLIANCE. COMPANY 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 COMPANY 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, COMPANY shall complete and perform the following:

A. Construct and install the Improvements in compliance with all rules, regulations, codes and ordinances applicable to them so that they can be used in the Business.

B. Obtain a certificate of occupancy for the Improvements on or before December 31, 2015.

4. TIME. The installation of the Improvements shall commence no later than April 23, 2015, and shall be completed with a certificate of occupancy no later than December 31, 2015.

5. REIMBURSEMENT. The City will reimburse COMPANY an amount not to exceed Forty-One Thousand and No/100 Dollars (\$41,000.00), for costs incurred by COMPANY for the fire suppression system installed in the Improvements. Reimbursement will be based on the invoices furnished to the City showing prior payment by the COMPANY for the fire suppression system properly installed in the building addition and which are in good working order. The reimbursement will be the actual cost paid by COMPANY for the fire suppression system, not exceeding Forty-One Thousand and No/100 Dollars (\$41,000.00), and shall occur thirty (30) days after the City has verified the fire suppression system installation.

6. INSPECTIONS. Employees or designated representatives of the City shall be entitled to inspect the Improvements during

the term of this Agreement to verify and substantiate COMPANY'S compliance with this Agreement which compliance shall be conditions precedent and subsequent to this Agreement.

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

8. BUSINESS OPERATION. COMPANY covenants and agrees that he shall use its best efforts to maintain Business in operation in the City.

9. TERM. This Agreement shall become enforceable upon execution by the CITY and COMPANY and shall be effective as of the date of this Agreement and shall terminate upon payment of the grant.

10. COMPANY'S OBLIGATIONS. In consideration of the CITY's establishment of this economic development program for COMPANY 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, COMPANY agrees to the requirements of this Agreement.

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

A. No litigation or governmental proceeding is pending or, threatened against COMPANY or affecting COMPANY that may result in any material adverse change in COMPANY, or 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 COMPANY to the CITY in connection with this Agreement, or in

connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

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

D. COMPANY has acquired and maintains all necessary rights, licenses, and permits for its Business and will continue to do so.

E. COMPANY shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction over COMPANY and the Property.

F. COMPANY shall complete the Improvements required by this Agreement.

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

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

I. COMPANY hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, COMPANY 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. COMPANY shall comply with all federal, state and local laws, rules and regulations applicable to it and verify compliance with the same.

12. MUTUAL ASSISTANCE. CITY and COMPANY 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 COMPANY should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of 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 COMPANY 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 COMPANY to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, 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 COMPANY.

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

17. ASSIGNMENT. COMPANY 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:

TAYLOR IRON:

Taylor Iron and Machine Works, Inc

208 Bland Street
Taylor, Texas, 76574

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.

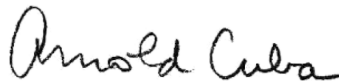
24. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with COMPANY 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 Condition of Receipt of public subsidies/Agreement Regarding Repayment of Interest.

Dated this the 28 day of April, 2015.

Taylor Iron and Machine Works, Inc



NAME ARNOLD CUBA

Title PRESIDENT/GM

CITY OF TAYLOR, TEXAS

By: Isaac Turner

Its: City Manager

EXHIBIT "A"

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

WHEREAS, TAYLOR IRON AND MACHINE WORKS, INC. has submitted an application to receive a public subsidy as defined in Chapter 2264, Texas Government Code (hereinafter "the Code"); and

WHEREAS, TAYLOR IRON AND MACHINE WORKS, INC. has certified in the application that neither the business, nor a branch, division or department of the 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 the CITY OF TAYLOR, TEXAS providing such public subsidy, the CITY OF TAYLOR, TEXAS and TAYLOR IRON AND MACHINE WORKS, INC. must enter into a written agreement specifying the rate and terms of the payment of interest if TAYLOR IRON AND MACHINE WORKS, INC. is required to repay the public subsidy.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF TAYLOR, TEXAS, and TAYLOR IRON AND MACHINE WORKS, INC. hereby agree that if, after receiving a public subsidy from THE CITY OF TAYLOR, TEXAS, TAYLOR IRON AND MACHINE WORKS, INC. is convicted of a violation of 8 U.S.C., Section 1324(f), that TAYLOR IRON AND MACHINE WORKS, INC. shall repay the amount of the public subsidy together with interest at the rate of twelve percent (12%) 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 TAYLOR IRON AND MACHINE WORKS, INC. of the conviction.

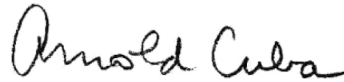
Interest on the public subsidy as referenced above shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under

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 CITY OF TAYLOR, TEXAS shall also be entitled to recover from TAYLOR IRON AND MACHINE WORKS, INC. all court costs and reasonable attorney's fees incurred in such action.

TAYLOR IRON AND MACHINE WORKS, INC.



NAME ARNOLD CUBA
Title PRESIDENT/GM

CITY OF TAYLOR, TEXAS

By: Isaac Turner
Its: City Manager



ABC Fire Systems, LLC.

166 Trade Center Dr.
New Braunfels, TX 78130

Joe S Bailey, RME-G-0078

877.941.FIRE (3473)

ECR-2032 ACR-3386 SCR-1179

March 18, 2015

Albert Janecka
starman@eccwireless.net

RE: Taylor Iron & Machine Works
208 Bland St.
Taylor, TX 76574

Dear Albert,

We propose to furnish a dry-pipe fire sprinkler system at the above referenced project. Design, submittals and inspections are included. The system will be designed in accordance with NFPA 13, 2013 ed. Included will be all materials, valves, air compressor and labor to install the system. We will include a fire alarm panel and connect to the flow and tamper switches. Monitoring of the system will be a separate monthly charge we can provide you with a quote later.

We exclude 110 v dedicated circuits to the compressor, and the alarm panel. Also excluded is the two phone lines (one dedicated) to the Monitoring panel.

I propose to furnish the underground pipe from the city main to the building but only the as describe here. A tap on the 8" water main you referred and it is not covered by paving and on this building's side of the street. If the main is under paving or on the other side of the street, the underground will have to be quoted again.

Our quote for the dry system is \$34,000.00. Sales tax is included on material paid to suppliers. (of this \$3,500.00 is engineering)

Our quote for the alarm panel, tampers and pressure switches connected and set up for monitoring is \$3,000.00. (Monitoring is a separate contract billed monthly).

Our quote for the underground as described above is \$16,000.00. Sales tax is included on materials paid to suppliers.

I appreciate this opportunity to offer you this quote. Please let me know if you have any questions.

Respectfully Submitted,

Joe S Bailey
RME-G0078

Joe S Bailey

	34,000
	3,000
	16,000
city tap	3,500
	56,500

ask TIF

for

56,500⁰⁰



***City Council Meeting
May 14, 2015
Agenda Item Transmittal***

Agenda Item #: 11

Agenda Title: Consider awarding contract for Bank Depository Services.

Council Action to be taken: Award the City's Depository contract to Citizens National Bank.

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to communicate the results of a request for proposals for bank depository services and to consider awarding a contract for such services.

2. DESCRIPTION/ JUSTIFICATION

The City of Taylor entered into a depository contract in 2010 for five years with Citizens National Bank for depository services. The contract will expire in June 2015. Citizens National Bank has been the City's depository bank since 2005.

On March 25th and April 1st advertisement notices were placed in the newspaper that the City is seeking proposals for bank depository services. Seven requests for proposal packets were mailed to the following banks:

- JP Morgan Chase Bank
- BBVA Compass Bank
- First State Bank Central Texas
- Citizens National Bank
- First Convenience Bank
- Austin Telco Federal Credit Union
- City National Bank

It was noted in the proposal that the City will consider proposals only from banks or credit unions doing business within the city limits. All of the above meet this requirement. Of the seven packets sent out, the City received only one proposal, which was from our current depository bank Citizens National Bank.

Citizen's National Bank has provided excellent service and has met all of the City's banking requirements for the past ten years. In this proposal, Citizen's National Bank is continuing to offer "no charge" for services provided to the City.

3. FINANCIAL/BUDGET

None.

4. TIMELINE CONSIDERATIONS

For immediate consideration to ensure all documents are in place by the time the contract expires.

5. RECOMMENDATION

Staff recommends awarding the City's depository contract to Citizens National Bank. This contract is a five year term.

6. REFERENCE FILES

- 11a. [Letter from Citizens](#)
- 11b. [Citizens National Bank's Proposal](#)
- 11c. [Banks and Credit Union Mailing List](#)
- 11d. [Bank Depository and Service Contracts](#)



CITIZENS NATIONAL BANK

April 15, 2015

Ms. Rosemarie Dennis
Finance Director
City of Taylor
400 Porter Street
Taylor, Texas 76574

Dear Ms. Dennis:

Thank you for your request for bid proposal for deposit relationship with the City of Taylor. Our bank is a 115-year old institution with extensive experience in public funds.

Our proposal is a simple one, and may be summarized quickly. We propose to pay interest on all of your deposits at a floating rate equal to the 13-week Treasury Bill, adjusted monthly, with a floor rate of 0.2735%.

We will not charge any fees for any service; hence an account analysis statement is not necessary. The only charges to the city would be for the purchase of checks and deposit slips if you wish to purchase them from us.

We offer complete on-line banking services and direct deposit for your employees at no charge, which you are currently using. Our bank is very strong financially and can maintain pledged securities in any amount that you require.

Contact Information: **Citizens National Bank**
316 North Main
Taylor, Texas 76574
352-7641
Deborah Parker, Vice President

This bid is valid for a period of 60 days subsequent to April 22, 2015.

Sincerely,

Deborah Parker
Vice President

CITY OF TAYLOR, TEXAS
REQUEST FOR PROPOSAL
BANK DEPOSITORY SERVICES

March 25, 2015

TABLE OF CONTENTS

- I. Introduction**
- II. Proposal Qualifications and Submission Instructions**
- III. Overview**
- IV. General Statement of Banking Services Required**
- V. Financial Institution Qualifications**
- VI. Required Services**
- VII. Alternative Services**
- VIII. Bank Compensation**

Exhibit I: General Contract Terms and Conditions

Exhibit II: Investment Policy

Attachment A: Schedule of Proposed Fees

Attachment B: Historical Earnings Rates

REQUEST FOR PROPOSAL – BANK DEPOSITORY SERVICES

I. INTRODUCTION

The City of Taylor (hereinafter called “City”), is seeking bids from eligible financial institutions (hereinafter called “Bank”), to be the depository bank for the City. The term of the agreement is June 1, 2015 through May 31, 2020.

Through this contract the City intends to minimize banking costs, improve operational efficiency and information flow, and maximize its investment capabilities. The banking services provided should allow the City to conduct business operations effectively and economically. This Request for Proposal (RFP) represents the City's cash management goals, specifies all required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and contract award provisions. All qualified institutions, as defined below, are invited to submit a proposal.

Institutions responding to this Request for Proposal (RFP) must be insured through the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA), and must be able to demonstrate a capacity to meet the City's requirements as stated in the RFP.

II. PROPOSER QUALIFICATIONS AND SUBMISSION INSTRUCTIONS

By submitting a proposal in response to this RFP, depositories will be deemed to agree to the mandatory contract and service provisions contained herein. This RFP and the proposal submitted will be incorporated into and form the basis of the bank depository services contract.

1. Banks Requirements

The City will consider proposals only from banks or credit unions doing business within the city limits. However, the City reserves its right to award a contract based upon its determination of the best interests of the City in accordance with the RFP selection criteria.

2. Proposal Format

In order to equitably evaluate each bank's ability to meet the banking service needs of the City, a standard format for all proposals is required.

The proposers must complete Attachment A and B and additional explanatory information may be included as part of a proposal. Only proposals submitted in the prescribed format using the provided Attachments will be considered and evaluated for contract award.

An electronic copy of this RFP, its exhibits and attachments, will be made available upon request. Proposers are solely responsible for any inadvertent alteration to the

RFP, its exhibits and attachments. Submission of the Proposal must be in written form; no electronic or fax submissions are acceptable.

3. Schedule for Proposal Submission

The City will make every effort to adhere to the following schedule.

03/25/15	Release of Request for Proposal
04/03/15	Questions due to City regarding RFP from any proposer
04/10/15	Responses to any questions submitted to be provided to all known proposers
04/22/15	Deadline for proposal submission @ 2:00pm
05/14/15	City Council award of contract
06/01/15	Anticipated Contract commencement

4. Proposal Submission

One (1) original and two (2) complete copies of each proposal shall be submitted by 2:00 pm CST on Wednesday, April 22, 2015 to the address listed below. **Proposals received after that time will not be accepted or considered. The proposal must be bound and must be submitted in a sealed envelope or packet marked "Proposal for Bank Depository Services."** Electronically and Fax submitted proposals are **NOT** acceptable.

An accompanying transmittal letter must be signed by an individual authorized to bind the institution, state that the proposal is valid for 60 days from the submission date, and give full contact information regarding the proposal.

Proposals must be delivered by mail, express mail, or in person to:

Ms. Rosemarie Dennis	512-352-5997x21 (tel)
Finance Director	
City of Taylor	
Rosemarie.dennis@taylortx.gov	
400 Porter Street	
Taylor, Texas 76574	

On the date of submission, proposals will be opened and identified by proposer name. Proposals will **NOT** be read aloud.

Restrictions on Communications with City Staff

All questions, regarding this RFP, or the services requested, will be accepted in e-mail form only at rosemarie.dennis@taylortx.gov, with the inclusion of RFP Bank Depository Services in the subject line on or before 3:00 pm CST, Monday, April 3, 2015. Responses to all material questions submitted will be communicated through e-mail to all known proposers by 5:00 pm CST, Friday, April 10, 2015.

Contact with any City staff, except Finance Director, in regard to this RFP is strictly forbidden and could result in rejection of the proposal. Oral explanations or instructions given before the award of the contract are not binding and do not form a part or alter in any way, the final agreements.

5. No Pre-Proposal Conference

There will be no pre-proposal conference.

6. Selection Criteria

Evaluation of proposal will be made on the basis of the following objectives:

Minimum Requirements

- Ability to meet the legal qualification and terms and conditions specified in the RFP.
- Financial strength and stability of the proposer.
- Completeness of the bid form and submission of the required information.
- Ability to provide sufficient collateral for deposits.

Scoring Requirements

- Time deposit interest rates- 10%
- Cost of Services- 25%
- Experience and success in providing services to similar entities- 15%
- Safety and creditworthiness of bank- 25%
- Service Availability- 25%

Award may not necessarily be made to the Institution submitting the lowest price proposal. The City will choose the institution submitting the most responsive overall proposal to satisfy its needs.

7. City Reservation of Rights

The City reserves the right to:

- waive any defect, irregularity or informality in the proposal or proposal procedures,
- reject any and all proposals,
- accept or reject any proposal or portion thereof in whole or in part,
- request additional information or require a meeting with bank representatives for clarification,
- cancel, revise, and/or reissue this request for proposal,
- negotiate with proposers,
- modify deadlines, and
- select any proposal deemed to be in its best interest as determined by the City.

If any provision of this proposal or resulting contract is deemed invalid, the City reserves the right to retain all other provisions.

8. Proprietary Information

To the extent permitted by law, proposals will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information

contained in the proposal should be designated as such on each page containing the restricted information.

9. Fees and Charges

The City reserves the right to utilize either a fee basis or compensating balance basis (or a combination of each) for payment of services under the contract. The City reserves the right to change the payment methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing the first of the following month. This will enable the City to take advantage of changing interest rate environments.

- Within five (5) business days after receipt of the monthly account analysis and approval of those fees by the City, the bank may direct debit the designated account for fees due.

A complete account analysis will be required monthly regardless of the payment basis.

All item and account charges will remain at the proposal price quoted for the duration of the entire contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate.

III. CITY OVERVIEW

The City currently maintains two (2) bank accounts.

- 1. Operating Cash:** This account is the City's general operating account. All of the City's operating revenues and disbursements are transacted through this account. Funds are deposited into this account on a daily basis. Approximately 350 checks per month are disbursed from this account.
 - Most bank activity will occur in the Operating Account.
 - The Operating account receives most deposits and processes accounts payable.
 - Approximately \$2.1 million is processed in payables monthly.
- 2. Payroll:** All City employees are paid from this account. Approximately 150 payroll direct deposit transfers are made from this account on a bi-weekly basis.
 - Payroll is handled almost entirely via direct deposit. Disbursement is from the Payroll Account.
 - The City has an average payroll of approximately \$175,000 with direct deposit for approximately 150 employees. Payroll is paid bi-weekly. These deposits are made via ACH transfers to 42 different financial institutions. A paperless method for generating these transactions is required.

Service Description	Average Monthly Activity
Items Deposited:	
Deposit Posted	234
ACH Deposits (includes utility draft items)	650
Returned Items (NSF)	8
Stop Payments	1
Wire Transfers: (other than for Controlled Disbursement)	
Average	4
Months of February & August	10
Controlled Disbursement Items-A/P Checks Paid	
<i>Avg Monthly AP Checks Cleared:</i>	315
ACH Withdrawals	
AP EFT Payments	10
IRS Payroll Tax Remittance-	2
Payroll	150
Average Balance (Operating account)	493,876

Deposits are couriered to the bank by armored car service under separate contract for the deposit of money orders, coin/currency, and some checks. Approximately 5,000 checks are deposited monthly using RemitPlus®, an automated electronic check processing system. The City of Taylor currently uses Electronic Transaction Systems Corporation (ETS) to accept credit and debit cards over the telephone, in person and on-line for utility, municipal court, and Community Services payments. ETS then deposits, daily, the credit card payments.

Finance handles all reconciliation on the accounts and only one set of statements will be required.

Any or all City funds may be maintained and invested by the City outside this contract. All balance decisions will be made by the City. The City will be under no obligation to maintain funds in the bank except under a compensating balance situation.

Primary responsibility for administration of the banking services agreement within the City organization resides with the Finance Director who will monitor the bank's performance against provisions of the agreement, including the bank's proposal submitted in the response to this RFP. The Finance Director will be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, Fedwire, ACH transactions, maintenance of account balances, daily reporting, etc.

A list of City personnel authorized to deal directly with the bank will be provided following award of contract. The bank shall provide the City with a similar list of authorized personnel.

IV. GENERAL STATEMENT OF BANKING SERVICES REQUIRED

The banking services described in this RFP are directed toward three major goals:

- safety of City funds and securities,
- efficient utilization of available banking services, and
- minimization of banking costs for the City.

Collateral

The City requires a depository that is fiscally strong and able to provide the required services on an uninterrupted basis. City funds are public funds and fall under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) and are further restricted by the City's Investment Policy (see Exhibit II). If funds are, for any reason not swept, all time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the City. Authorized collateral will include only:

- Obligations of the U.S. Government, its agencies and instrumentalities,
- Direct obligations of the State of Texas or its agencies and instrumentalities,
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States,
- Obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than "A" or its equivalent with a remaining maturity of ten (10) years or less,
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than "A", or
- A letter of credit issued to the City by the Federal Home Loan Bank.

All securities pledged to the City will be held by an independent third party institution outside the bank's holding company. The City, the bank and the custodian will execute a tri-party collateral/depository contract (unless the custodian is the Federal Reserve) under the terms of FIRREA (the Financial Institutions Resource and Recovery Enforcement Act) requiring a resolution of the Bank Board or Loan Committee. The Finance Director is responsible for entering into collateralization agreements with third party custodians in compliance with the City's Investment Policy. The pledging bank will be contractually liable for securing and reporting the monthly market value of securities and for continuous monitoring and maintenance of required margin levels. The custodian will provide a monthly listing and valuation report directly to the City on the collateral pledged including security descriptions and

market value. Preferably the custodian will provide the direct reporting and pricing on securities pledged.

The depository will be required to agree to all collateral requirements of this RFP.

V. FINANCIAL INSTITUTION QUALIFICATIONS

To be considered the proposal must include a complete response to each question in Section V.

1. In order to fulfill the City's fiduciary responsibility to protect public funds, each bank submitting a proposal shall provide:
 - a. an audited annual financial statement for the most recent fiscal period, **Attachment "A"**
 - b. the bank's current CRA rating (noting the specific rating agency), and **Attachment "B"**
 - c. a statement regarding any recent or foreseen merger or acquisition. **None**
2. Describe the bank's philosophy and approach to satisfying the City's banking and customer service requirements. **Attachment "C"**
 - a. What, if anything, is distinctive about the bank's approach to customer service?
 - b. What is distinctive about the bank's approach to its uses of automation?
 - c. Is the bank offering any transition incentive? **No need for transition. All accounts will continue as set up.**
3. List references from at least three of the bank's current, comparable to public organization clients. Include the length of time under contract, a client contact, title, and telephone number. **Attachment "D"**
4. Provide samples of reports, such as monthly analysis statement, bank statement, and collateral report. **Attachment "E"**
5. The bank awarded the contract will be required to provide a proposed timeline for implementation to the Finance Director of the contract including the timeline on specific activities and direct responsibilities of the City and the Bank during implementation. The timeline should contain sufficient time for any customization and training necessary on automated systems in particular.
No interruption of service. All accounts and services will continue as before.
6. The bank awarded the contract will be required to review the City's then-current Investment Policy and certify in writing to that review in accordance with the Texas Public Funds Investment Act certifying that the bank has sufficient controls in place to avoid transactions not authorized by the Policy. Provide agreement to this condition. **Will review and certify if bid is awarded.**

VI. REQUIRED BANKING SERVICES

To be considered, the proposal must include a response to each of the questions in Section VI and all associated fees must be detailed on Attachment A. All fees for all services anticipated must be detailed on the Attachment. Add any level of detail necessary for complete explanations.

1. Automated Cash Management Information Access

The City requires automated cash management information to support its services and daily balance reporting for timely access to balance information and transactions. Flexibility will be key to the usage. Minimum automated services shall include:

- prior and intra-day day summary and detail balance reporting on accounts payable and operating accounts,
- initiation and monitoring of stop pays,
- next day online check images,
- initiation and monitoring of account transfers, and
- initiation and monitoring of internal and wire transfers.

Preferably, monthly statements and account analyses will be available on-line. Prior and intra-day day balance reporting shall include:

- detail on all transactions including wire and ACH trailer information,
- summary account reporting with prior day closing ledger and collected (available) balances, and
- one-day float.

Attachment "F"

- a. Fully describe the bank's on-line service capabilities and whether service is to be a direct link or web-based. List the system capabilities (i.e. balance reporting, wires, stop pay, etc.).
- b. Describe back-up provisions and procedures to the automated system. What is the bank's back-up process to provide balance reporting and transactions in case of system non-availability? Describe provisions for off-site backup and continuation of services under acts of God or terrorist threats.
- c. Are on-line service charges bundled or are separate modules charged independently? Describe.
- d. State the access times and update times for daily information for balances, detail, wires, and transfers,
- e. Does the basic system provide full trailer information on wires and ACH for identification purposes? Is this information available on a separate module?
- f. Submit samples of major screens and reports available. Provide a website (and sign-on information if required) for an on-line review of the system, if available.
- g. Specify any City hardware, software or telecommunications requirements for access.
- h. How many hours has the system been down in the last six months?

- i. Is the system a proprietary system or provided by a third-party?

2. Standard Deposit Services

Standard commercial deposit services are required for all accounts. Deposits are currently made by armored car and will consist of money orders, checks, coin and currency. Checks will not be encoded. Majority of the checks are processed through an automated electronic check processing system, RemitPlus®

The City requires same bank day credit on all cash (coin and currency) deposits and on-us checks.

The City currently allows its utility system customers to authorize the City to draft funds for payment of their monthly utility bills. Continuation of this service will be a requirement in the contract.

- **Utility Customer Drafts:** At present, 547 customers utilize bank drafts for payment of their City utility services. These drafts are made on a weekly basis (approximately 7 accounts on the 1st, 86 on the 3rd, 80 on the 10th, 200 on the 20th, and 174 on the 27th of each month). The drafts are made via ACH transfers from 117 different financial institutions. A paperless method for generating these transactions is required.

The City accepts credit and debit cards over the telephone, in person and on-line. The City uses ETS for merchant card services payment processing.

All cleared deposits received by the bank's established deadline must be processed for same day credit. The bank shall guarantee immediate credit on all incoming wire transfers, US Treasury checks, ACH transactions, on-us items, and U.S. government security maturities and coupon payments.

The City expects all deposited checks to clear based on the bank's current published FRB availability schedule, but, any expedited availability options should be noted in the proposal. **Failure to credit City accounts in a timely fashion will require interest payment reimbursement to the City at the then current daily Fed Funds rate.**

- a. What is the bank's daily cut-off time to assure same day ledger, and, pending availability, collected credit? Will this vary by bank location (lobby, teller, vault)? 3:00 pm
- b. When are credit/debit advices sent to the City? On-line or in paper form? Mail/Next day
- c. When are online check images available? Next day
- d. What type deposit bags are used? Plastic, Zipper or Lock Bags
- e. Are deposits identified by location and date? Where? What access is there to this information in reporting? There will be a teller stamp on the front *
- f. Are dual verification security measures used on receipt of deposits? (Teller and vault processing.) Yes
- g. State the bank's **Availability Policy** if it differs from the published **Availability Schedule**. State any exceptions to same day availability outside bank's published availability schedule. Attachment "G"

*which will identify the teller and date. The original will also have a teller machine verification on the back with the same identifying information.

City of Taylor
Banking Services RFP

- h. Does the bank offer expedited availability? Explain. Are any deposits or credits delayed for any reason? **All deposits are given immediate credit.**
- i. If provisional credit is given on deposit before verification, when does verification occur? **All deposits are credited the day received if before 3:00 pm.**
- j. Include a list of all the bank's deposit and vault locations. **Attachment "H"**

3. Returns and Chargeback's

Unless directed otherwise, the Bank will automatically re-deposit return items a second time. Items returned a second time will be charged to the City's operating cash account and returned promptly to the City's Finance Department. **Yes**

4. Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all City checks without charge upon presentation. The City prints check format and information simultaneously with an automated signature. An average of 350 A/P checks are written per month with a monthly average of \$ 2.1 million.

- a. What constitutes a standard check signature for the bank? **The Signature Card.**
- b. Are there any fees for special signature requirements such as dual signatures? **We do not monitor dual signature requirements.**
- c. Does the bank offer extended storage for checks? What time periods? **No**
- d. Does the bank image all checks or return checks? **Image**
- e. Is there a cost for the return of checks? **Not offered**
- f. Will the bank cash free of charge all on-us checks for City employees? **Yes**

5. Funds Transfer and Wire Services

Incoming wire transfers must receive immediate same day collected credit. Wire initiation and monitoring should be available on-line. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- a. Are there additional fees for initiation of wires by phone? **Not offered**
- b. Is any paper transaction required on wire/transfer on-line transactions? **No**
- c. How will the bank notify the City of incoming wires? When? Is there a specific notification mechanism? **Depositors choice**
- d. Include a description of security provisions, PIN requirements, and back-up systems for wires. **Attachment "I"**
- e. What secondary or tertiary authorization features are available on line? Is dual authorization required? **Attachment "I"**
- f. Is future dating of wires available? How far in advance? **Attachment "I"**
- g. State wire access times, posting times, and cut-offs. **2:00 pm**

6. Optical Imaging

- a. Is optical imaging currently available? On-line? On CD? **Yes, Online**
- b. What is the process for retrieving the images on-line? Are security sign-on provisions in place? **Same as you are currently using**

- c. When is the CD available monthly? **N/A**
- d. What items are captured on line (checks, statements, deposit slips, deposited items, etc.)? On the CD? List all contents on the CD. **All of the above**
- e. Describe your on-line retrieval capabilities. Which images are available on-line? **Checks, deposits, statements**
- f. When and how long are images retained on line? Does the bank provide optional extended availability? Is there an additional charge for extended on line availability? **60 days, Statements with images are available for 18 months.**
- g. Describe any City software or hardware requirements. **Internet access**

7. ACH Services

ACH services are required.

- a. Is the ACH service fully available on-line as well as file transmission? Is the City able to initiate individual ACH transactions on line? **Yes, in Cash Management**
- b. What filters and blocks are available on the ACH transactions? **International are block**
- c. Are ACH addenda shown in their entirety on-line and on reports? **No/may request**
- d. State data transfer alternatives, requirements and limitations (transmission, web, or tape). **Via Cash Management (if down, by flash drive or CD)**
- e. State the availability policy for debit and credit ACH transactions. **Business settlement day**
- f. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction? If not, how is it charged? **No charge**
- g. Are there any specific ACH reports on paper or on-line? If so, please describe. **Not online**
- h. What is the deadline for transmission for a payroll to credit employee accounts on Friday? **1 day prior transmission is required for payroll. For a payroll on Friday, file would need to be transmitted by 3 pm on Thursday.**

8. Collateral Requirements

Authorized collateral shall be pledged against the total time and demand deposits net of FDIC insurance with a 102% margin on the collateral maintained at all times by the bank. Requirements beyond the Public Funds Collateral Act must be met.

The proposal must state agreement to the following terms and conditions.

- All collateral pledged to the City must be held in an independent, third party bank outside the bank's holding company.
- A tri-party safekeeping agreement shall be executed between the City, the depository, and the safekeeping bank for custody of pledged securities in full compliance with FIRREA requiring a bank resolution. (Or completion of Circular 7 if the Federal Reserve is acting as custodian.)
- All time and demand deposits will be collateralized at a minimum of 102% of principal plus accrued interest at all times, net of FDIC insurance.
- The bank will be contractually liable for the continuous monitoring and maintaining of collateral at the City's required margin levels.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian within one business day.
- The City shall receive a monthly report of collateral pledged including description, par, market value and CUSIP.

- Any substitutions of the securities pledged or reductions in the total amount pledged shall be made only by and with the proper written authorization, approved by the City Manager or his/her designee.
 - Authorized collateral shall comply with the City's then-current Investment Policy.
 - All collateral shall be subject to inspection and audit by the Finance Director, his/her designee, or the City's independent auditors.
- Citizens National Bank will use pledged securities at the Federal Reserve Bank for collateralization of City funds.**
- a. State the bank's acceptance of the collateral conditions above. **Yes**
 - b. Does the bank propose any online safekeeping arrangements? If so, describe fully and attach the agreement used. **Attachment "J"**
 - c. Does the bank propose any collateral charges, if so how is the charge applied? (Note charges incurred as a result of the conditions, such as security type restrictions, on Attachment A as well.) **N/A**
 - d. Provide the bank's standard collateral agreement for review. **Attachment "J"**

REPURCHASE AGREEMENTS ARE NOT ACCEPTABLE AS COLLATERAL TO THE CITY.

9. Account Analysis

Monthly account analysis reports must be provided for each account and on a consolidated account basis by the tenth of the succeeding month. Within five (5) business days after receipt of the monthly account analysis and approval of those fees by the City, the bank may direct debit the designated account for fees due.

A complete account analysis will be required monthly regardless of the payment basis. **N/A**

- a. Provide a sample account analysis including calculation bases.
- b. State when the analysis will be available each month.
- c. Describe the ability of the bank to provide account analysis reports on-line. If on-line, how long are they accessible?

Accounts will not be on analysis because there is no charge for services.

10. Monthly Statements

The bank must provide monthly account statements on all accounts with complete supporting documentation. All accounts must be on a calendar monthly cycle and statements received by the tenth of the succeeding month. Timeliness of statements is critical and non-performance will be grounds for termination of contract.

At a minimum, the following information will be required:

- detail on all debit and credit transactions by account,
- all cleared checks,
- full wire and ACH detail and trailer information,
- all deposits,
- balance, and
- copies of all transactions performed by bank personnel.

- a. Describe the statements and provide a sample. **Attachment "E"**
- b. Describe the ability of the bank to provide reports on-line and/or imaged. **Both**
- c. When are on-line or optically imaged reports available? If on-line, how long are they accessible? Are statements on the monthly CD? **Available the 3rd business day after the 1st of the month and for 18 months afterwards.**

11. Account Executive

To insure smooth contract implementation and continuation of services, a specific local account executive and a back-up must be assigned to the City account to coordinate services and expedite the solution of any problem encountered. The account executive should be available to meet with City staff on banking matters as needed and at a minimum semi-annually.

- a. Provide the name and title of the proposed account executive with a short bio. **Deborah Parker, Branch Manager/Vice President, has been in banking for 31 years**
- b. Provide the name and title of the backup representative. **Lisa Whisenant, Assistant Vice President**

12. Overdrafts

Every effort will be made to eliminate intra-day and inter-day overdrafts. However, should this situation arise, state the bank's policy regarding account and total account overdraft policy and detail rates and fees, if any, to be charged on a per event or per account basis.

- a. Are all accounts aggregated for overdraft calculation purposes or do accounts stand-alone? **N/A**
- b. State the rate basis for intra-day and inter-day overdrafts. **No Charge**

13. Stop Payments

The City rarely has stop pays. An automated stop pay process is desired.

- a. How long do stop pays remain in effect? **6 months**
- b. What options are available for extended stop pay periods? **Contact the Bank**
- c. What is the deadline for same day action on stop pays? **3:00 pm**
- d. Can stop pay orders be initiated on-line? Is a paper follow-up document required? **Yes, Document must be signed within 14 days.**
- e. Will the teller and clearing systems verify the check status before accepting the stop pay? **No**
- f. Provide the stop pay authorization levels and notification requirements. **Signature card**
- g. What information on current and expiring stop pays is available on-line? **When? None**

14. Electronic Deposits

The City utilizes an electronic deposit system for checks, currently RemitPlus®. The City currently scans all checks presented for payment and electronically submits the checks for deposit directly to the bank. Explain in detail the bank's process in accepting the deposit of checks electronically. Include the cost, hardware and software requirements, and any other relevant information.

The City is currently sending electronic deposits through a secure email.

We receive and process those deposits the same day. There is no charge for this process.

VII. ALTERNATIVE SERVICES

Responding financial institutions are encouraged to indicate any reservations or exceptions to the RFP and submit alternative approaches. Such reservations or exceptions should be clearly noted in the proposal.

VIII. BANK COMPENSATION

The City will take into account all costs and earnings potential as part of the evaluation of each proposal. It is critical that the Attachments A and B be completed in their entirety.

Attachment A has been provided for the detailing of all fees. If the Attachment does not detail line item fees required for a particular service, the fee description and cost per identified unit should be added to the Attachment and identified by the applicable AFP code, if possible. Bundled fees should be clearly delineated especially regarding on-line services to assure accurate evaluation. Space has been provided for any necessary explanation on costs.

The City reserves the right to utilize either a direct fee basis or a compensating balance basis (or a combination of each) for payment of services under the contract. The City reserves the right to change the fee methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing the beginning of the following month. This will enable the City to take advantage of changing interest rate environments.

- Regardless of the payment methodology a monthly account analysis will be required.

Any cost (bundled or unbundled) not included on Attachment A will not be paid under this agreement, with the exception of costs related to new or optional services negotiated subsequent to the initial agreement.

This is a five (5) year service agreement. Fees and service charges included in the successful proposal shall remain in effect for the initial five-year period; however any Federal Reserve service charge increase may be passed through to the City upon 30-day written notice. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate.

Exhibit I:

GENERAL CONTRACT TERMS AND CONDITIONS

Any contract entered into as a result of this Request for Proposal will contain the following standard terms and conditions in addition to those incorporated into the Request for Proposal.

1.0 Applicability

The Request for Proposal, the Proposer's Response to the Request for Proposal, and these terms and conditions are applicable to and shall form a part of any contract executed.

2.0 Term of Contract and Option to Renew

This contract shall have a term of five (5) years.

3.0 Terms of Payment

Payment for services in connection with this contract shall be made on either a compensating balance or fee basis dependent on the then-current choice of the City. If the City chooses to utilize a fee basis, the fee should be stated on the monthly account analysis. The City has five (5) days to review the charges. If the City makes no changes or objections to the charges after this period the fees may be made as an account analysis debit to the indicated account.

4.0 Extra-Contractual Services

Additional or new services may be added during the contract period; provided, however, that any such services shall be charged at not more than the then current published fee schedule of the bank, or upon rates and charges, to be negotiated between the City and Bank.

5.0 Laws, Statutes, and Other Governmental Requirements

5.1 The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

5.2 The contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto, shall be the responsibility of the contractor.

6.0 Taxes

The City is exempt from all federal excise, state, and local taxes unless otherwise stated in this document.

7.0 Indemnification

The contractor shall save and hold harmless and indemnify City against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the contractor. Contractor hereby assumes full responsibility for the character, acts and conduct of all persons employed by contractor.

This clause shall survive the cancellation of any Request for Proposal, the award of a contract to the contractor as result of such Request for Proposal, and the termination of any such contract, until the period for which the

contractor is determined to be liable in accordance with local, state or federal statutes or regulations.

8.0 Contract Not a Guarantee of Purchase

This contract is not a guarantee of purchase. Purchases shall be made subject to fund availability, budgetary concerns, and other matters affecting, or which may affect, the procurement of services hereunder.

9.0 Non-Appropriation

This contract shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. In the event that funds are not appropriated, the contractor shall not prohibit or otherwise limit the City's right to pursue and contract for alternative solutions and/or remedies as deemed necessary by the City for the conduct of its affairs.

10.0 Bankruptcy

In the event that a voluntary petition is filed by the contractor under the bankruptcy laws of the United States or a default occurs on any action required by the bank under this contract, or if an involuntary petition is filed against the contractor and is not discharged within a reasonable period of time, or if the contractor makes a general assignment for the benefit of creditors, the City may terminate this contract and utilize the conditions of the collateral/depository agreement to place a primary lien on all collateral pledged.

11.0 Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, the contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

12.0 Termination

12.1 Termination for Default

The City, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions of this contract. In case of default, the City reserves the right to purchase any or all items or services on the open market, charging the contractor with any excess cost. Should such charges be assessed, no subsequent proposals of the defaulting contractor shall be considered until the assessed charge has been satisfied. In such event, the contractor shall be liable for damages including the excess cost of re-procuring similar items provided that if (1) it is determined for any reason that the contractor was not in default, or (2) failure to perform was beyond contractor's control, fault or negligence, the termination shall be considered a termination for convenience.

12.2 Termination for Convenience

Either party may terminate this contract by providing the other party with a thirty (30) day written notice. In the event of such termination by the City, the City shall be liable for the payment of all approved work performed prior to the

termination. In the event of such termination by the contractor, the contractor shall either perform all approved work or shall reimburse the City for payments already made to the contractor by the City; such reimbursement shall be acceptable to the City and shall be made within thirty (30) days of contractor's notice to terminate.

13.0 Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

14.0 Assignment

This contract nor any duties or obligations herein shall be assignable without the prior written approval of the City.

15.0 Contract Changes

No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the contractor and the City and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the contract.

16.0 Governing Law

All contracts shall be governed by and all dispute between the parties construed under the laws of the State of Texas. Any actions or remedies pursued by either party shall be pursued in the state and federal courts of Williamson County, Texas.

17.0 Entire Agreement

This contract and all terms and conditions of service for individual services hereunder contain the entire agreement between the parties hereto. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and signed by both parties.

Attachment "A"

Citizens National Bank
Cameron, TX

Annual Disclosure Statement
as of December 31, 2014

jack henry
& ASSOCIATES INC.

BALANCE SHEET

	December 31st	
	<u>2014</u>	<u>2013</u>
	(Dollar Amounts In Thousands)	
ASSETS		
Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin	4,621	4,780
Interest-bearing balances	16,366	19,452
Securities:		
Held-to-maturity securities	0	0
Available-for-sale securities	208,266	227,478
Federal funds sold and securities purchased under agreements to resell:		
Federal funds sold	0	0
Securities purchased under agreements to resell	0	0
Loans and lease financing receivables:		
Loans and leases held for sale	0	0
Loans and leases, net of unearned income	152,328	116,374
LESS: Allowance for loan and lease losses	2,864	2,832
Loans and leases, net of unearned income and allowance	149,464	113,542
Trading assets	0	0
Premises and fixed assets (including capitalized leases)	7,926	8,176
Other real estate owned	0	0
Investments in unconsolidated subsidiaries and associated companies	0	0
Direct and indirect investments in real estate ventures	0	0
Intangible assets:		
Goodwill	0	0
Other intangible assets	284	348
Other assets	7,841	7,584
Total assets	394,768	381,360
LIABILITIES		
Deposits:		
In domestic offices	356,137	346,457
Noninterest-bearing	15,075	16,897
Interest-bearing	341,062	329,560
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased	0	0
Securities sold under agreements to repurchase	0	0
Trading liabilities	0	0
Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)	0	0
Subordinated notes and debentures	0	0
Other liabilities	578	580
Total liabilities	356,715	347,037
EQUITY CAPITAL		
Bank Equity Capital		
Perpetual preferred stock and related surplus	0	0
Common stock	1,497	1,497
Surplus (exclude all surplus related to preferred stock)	1,496	1,496
Retained earnings	36,150	34,522
Accumulated other comprehensive income	-1,090	-3,192
Other equity capital components	0	0
Total bank equity capital	38,053	34,323
Noncontrolling (minority) interests in consolidated subsidiaries	0	0
Total equity capital	38,053	34,323
Total liabilities and equity capital	394,768	381,360

PAST DUE AND NONACCRUAL LOANS, LEASES, AND OTHER ASSETS

December 31st
2014 2013
(Dollar Amounts in Thousands)

Past due 30 through 89 days and still accruing

Loans secured by real estate:

Construction, land development, and other land loans:		
1-4 family residential construction loans	0	0
Other construction loans and all land development and other land loans	0	0
Secured by farmland	0	0
Secured by 1-4 family residential properties:		
Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit	0	0
Closed-end loans secured by 1-4 family residential properties:		
Secured by first liens	0	1
Secured by junior liens	0	0
Secured by multifamily (5 or more) residential properties	0	0
Secured by nonfarm nonresidential properties:		
Loans secured by owner-occupied nonfarm nonresidential properties	0	0
Loans secured by other nonfarm nonresidential properties	0	0
Loans to depository institutions and acceptances of other banks	0	0
Commercial and industrial loans	0	0
Loans to individuals for household, family, and other personal expenditures:		
Credit cards	0	0
Automobile loans	0	8
Other (Includes revolving credit plans other than credit cards and other consumer loans)	0	26
Loans to foreign governments and official institutions	0	0
All other loans	0	0
Lease financing receivables	0	0
Debt securities and other assets (exclude other real estate owned and other repossessed assets)	0	0

Loans and leases reported above that are wholly or partially guaranteed by the U.S. Government, excluding loans and leases covered by loss-sharing agreements with the FDIC

Guaranteed portion of loans and leases, excluding rebooked "GNMA loans"	0	0
Rebooked "GNMA loans" that have been repurchased or are eligible for repurchase	0	0

Loans and leases reported above that are covered by loss-sharing agreements with the FDIC:

Loans secured by real estate:		
Construction, land development, and other land loans:		
1-4 family residential construction loans	0	0
Other construction loans and all land development and other land loans	0	0
Secured by farmland	0	0
Secured by 1-4 family residential properties:		
Revolving, open-end secured by 1-4 family residential properties and extended under lines of credit	0	0
Closed-end loans secured by 1-4 family residential properties:		
Secured by first liens	0	0
Secured by junior liens	0	0
Secured by multifamily (5 or more) residential properties	0	0
Secured by nonfarm nonresidential properties:		
Loans secured by owner-occupied nonfarm nonresidential properties	0	0
Loans secured by other nonfarm nonresidential properties	0	0
Commercial and industrial loans	0	0

PAST DUE AND NONACCRUAL LOANS, LEASES, AND OTHER ASSETS

December 31st
2014 2013
(Dollar Amounts in Thousands)

Past due 30 through 89 days and still accruing - Continued

Loans to individuals for household, family, and other personal expenditures:		
Credit cards	0	0
Automobile loans	0	0
Other (Includes revolving credit plans other than credit cards and other consumer loans)	0	0
All other loans and leases	0	0
Loans to depository institutions and acceptances of other banks	0	0
Loans to foreign governments and official institutions	0	0
Other loans	0	0
Loans to finance agricultural production and other loans to farmers	0	0
Lease financing receivables	0	0
Portion of covered loans and leases included above that is protected by FDIC loss-sharing agreements	0	0
Memoranda		
Loans restructured in troubled debt restructurings included above:		
Construction, land development, and other land loans:		
1-4 family residential construction loans	0	0
Other construction loans and all land development and other land loans	0	0
Loans secured by 1-4 family residential properties	0	0
Secured by multifamily (5 or more) residential properties	0	0
Secured by nonfarm nonresidential properties:		
Loans secured by owner-occupied nonfarm nonresidential properties	0	0
Loans secured by other nonfarm nonresidential properties	0	0
Commercial and industrial loans	0	0
To U.S. addressees (domicile)	0	0
To non-U.S. addressees (domicile)	0	0
All other loans (include loans to individuals for household, family, and other personal expenditures)	0	0
Loans to finance commercial real estate, construction, and land development activities (not secured by real estate)	0	0
Loans secured by real estate to non-U.S. addressees (domicile)	0	0
Loans to and acceptances of foreign banks	0	0
Commercial and industrial loans to non-U.S. addressees (domicile)	0	0
Leases to individuals for household, family, and other personal expenditures	0	0
Loans to finance agricultural production and other loans to farmers	0	0
Loans and leases held for sale	0	0
Loans measured at fair value:		
Fair value	0	0
Unpaid principal balance	0	0
Derivative contracts:		
Fair value of amounts carried as assets	0	0
Purchased credit-impaired loans accounted for in accordance with FASB ASC 310-30 (former AICPA Statement of Position 03-3):		
Outstanding balance	0	0
Carrying amount included in Schedule RC-N, items 1 through 7, above	0	0

PAST DUE AND NONACCRUAL LOANS, LEASES, AND OTHER ASSETS

December 31st
2014 2013
(Dollar Amounts in Thousands)

Past due 90 days or more and still accruing

Loans secured by real estate:

Construction, land development, and other land loans:		
1-4 family residential construction loans	0	0
Other construction loans and all land development and other land loans	0	0
Secured by farmland	0	0
Secured by 1-4 family residential properties:		
Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit	0	0
Closed-end loans secured by 1-4 family residential properties:		
Secured by first liens	0	0
Secured by junior liens	0	0
Secured by multifamily (5 or more) residential properties	0	0
Secured by nonfarm nonresidential properties:		
Loans secured by owner-occupied nonfarm nonresidential properties	0	0
Loans secured by other nonfarm nonresidential properties	0	0
Loans to depository institutions and acceptances of other banks	0	0
Commercial and industrial loans	0	0
Loans to individuals for household, family, and other personal expenditures:		
Credit cards	0	0
Automobile loans	0	0
Other (includes revolving credit plans other than credit cards and other consumer loans)	0	0
Loans to foreign governments and official institutions	0	0
All other loans	0	0
Lease financing receivables	0	0
Debt securities and other assets (exclude other real estate owned and other repossessed assets)	0	0

Loans and leases reported above that are wholly or partially guaranteed by the U.S. Government, excluding loans and leases covered by loss-sharing agreements with the FDIC

Guaranteed portion of loans and leases, excluding rebooked "GNMA loans"	0	0
Rebooked "GNMA loans" that have been repurchased or are eligible for repurchase	0	0

Loans and leases reported above that are covered by loss-sharing agreements with the FDIC:

Loans secured by real estate:

Construction, land development, and other land loans:		
1-4 family residential construction loans	0	0
Other construction loans and all land development and other land loans	0	0
Secured by farmland	0	0
Secured by 1-4 family residential properties:		
Revolving, open-end secured by 1-4 family residential properties and extended under lines of credit	0	0
Closed-end loans secured by 1-4 family residential properties:		
Secured by first liens	0	0
Secured by junior liens	0	0
Secured by multifamily (5 or more) residential properties	0	0
Secured by nonfarm nonresidential properties:		
Loans secured by owner-occupied nonfarm nonresidential properties	0	0
Loans secured by other nonfarm nonresidential properties	0	0
Commercial and industrial loans	0	0

PAST DUE AND NONACCRUAL LOANS, LEASES, AND OTHER ASSETS

December 31st
2014 2013
(Dollar Amounts in Thousands)

Past due 90 days or more and still accruing - Continued

Loans to individuals for household, family, and other personal expenditures:		
Credit cards	0	0
Automobile loans	0	0
Other (includes revolving credit plans other than credit cards and other consumer loans)	0	0
All other loans and leases	0	0
Loans to depository institutions and acceptances of other banks	0	0
Loans to foreign governments and official institutions	0	0
Other loans	0	0
Loans to finance agricultural production and other loans to farmers	0	0
Lease financing receivables	0	0
Portion of covered loans and leases included above that is protected by FDIC loss-sharing agreements	0	0
Memoranda		
Loans restructured in troubled debt restructurings included above:		
Construction, land development, and other land loans:		
1-4 family residential construction loans	0	0
Other construction loans and all land development and other land loans	0	0
Loans secured by 1-4 family residential properties	0	0
Secured by multifamily (5 or more) residential properties	0	0
Secured by nonfarm nonresidential properties:		
Loans secured by owner-occupied nonfarm nonresidential properties	0	0
Loans secured by other nonfarm nonresidential properties	0	0
Commercial and industrial loans	0	0
To U.S. addressees (domicile)	0	0
To non-U.S. addressees (domicile)	0	0
All other loans (include loans to individuals for household, family, and other personal expenditures)	0	0
Loans to finance commercial real estate, construction, and land development activities (not secured by real estate)	0	0
Loans secured by real estate to non-U.S. addressees (domicile)	0	0
Loans to and acceptances of foreign banks	0	0
Commercial and industrial loans to non-U.S. addressees (domicile)	0	0
Leases to individuals for household, family, and other personal expenditures	0	0
Loans to finance agricultural production and other loans to farmers	0	0
Loans and leases held for sale	0	0
Loans measured at fair value:		
Fair value	0	0
Unpaid principal balance	0	0
Derivative contracts:		
Fair value of amounts carried as assets	0	0
Purchased credit-impaired loans accounted for in accordance with FASB ASC 310-30 (former AICPA Statement of Position 03-3):		
Outstanding balance	0	0
Carrying amount included in Schedule RC-N, items 1 through 7, above	0	0

**PAST DUE AND NONACCRUAL LOANS, LEASES, AND
OTHER ASSETS**

December 31st
2014 2013
(Dollar Amounts in Thousands)

Nonaccrual

Loans secured by real estate:

Construction, land development, and other land loans:		
1-4 family residential construction loans	0	0
Other construction loans and all land development and other land loans	0	0
Secured by farmland	0	0
Secured by 1-4 family residential properties:		
Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit	0	0
Closed-end loans secured by 1-4 family residential properties:		
Secured by first liens	0	0
Secured by junior liens	0	0
Secured by multifamily (5 or more) residential properties	0	0
Secured by nonfarm nonresidential properties:		
Loans secured by owner-occupied nonfarm nonresidential properties	0	0
Loans secured by other nonfarm nonresidential properties	0	0
Loans to depository institutions and acceptances of other banks	0	0
Commercial and industrial loans	0	0
Loans to individuals for household, family, and other personal expenditures:		
Credit cards	0	0
Automobile loans	0	0
Other (includes revolving credit plans other than credit cards and other consumer loans)	0	0
Loans to foreign governments and official institutions	0	0
All other loans	0	0
Lease financing receivables	0	0
Debt securities and other assets (exclude other real estate owned and other repossessed assets)	0	0

Loans and leases reported above that are wholly or partially guaranteed by the U.S. Government, excluding loans and leases covered by loss-sharing agreements with the FDIC

Guaranteed portion of loans and leases, excluding rebooked "GNMA loans"	0	0
Rebooked "GNMA loans" that have been repurchased or are eligible for repurchase	0	0

Loans and leases reported above that are covered by loss-sharing agreements with the FDIC:

Loans secured by real estate:		
Construction, land development, and other land loans:		
1-4 family residential construction loans	0	0
Other construction loans and all land development and other land loans	0	0
Secured by farmland	0	0
Secured by 1-4 family residential properties:		
Revolving, open-end secured by 1-4 family residential properties and extended under lines of credit	0	0
Closed-end loans secured by 1-4 family residential properties:		
Secured by first liens	0	0
Secured by junior liens	0	0
Secured by multifamily (5 or more) residential properties	0	0
Secured by nonfarm nonresidential properties:		
Loans secured by owner-occupied nonfarm nonresidential properties	0	0
Loans secured by other nonfarm nonresidential properties	0	0
Commercial and industrial loans	0	0

**PAST DUE AND NONACCRUAL LOANS, LEASES, AND
OTHER ASSETS**

December 31st
2014 2013
(Dollar Amounts in Thousands)

Nonaccrual - Continued

Loans to individuals for household, family, and other personal expenditures:		
Credit cards	0	0
Automobile loans	0	0
Other (includes revolving credit plans other than credit cards and other consumer loans)	0	0
All other loans and leases	0	0
Loans to depository institutions and acceptances of other banks	0	0
Loans to foreign governments and official institutions	0	0
Other loans	0	0
Loans to finance agricultural production and other loans to farmers	0	0
Lease financing receivables	0	0
Portion of covered loans and leases included above that is protected by FDIC loss-sharing agreements	0	0

Memoranda

Loans restructured in troubled debt restructurings included above:		
Construction, land development, and other land loans:		
1-4 family residential construction loans	0	0
Other construction loans and all land development and other land loans	0	0
Loans secured by 1-4 family residential properties	0	0
Secured by multifamily (5 or more) residential properties	0	0
Secured by nonfarm nonresidential properties:		
Loans secured by owner-occupied nonfarm nonresidential properties	0	0
Loans secured by other nonfarm nonresidential properties	0	0
Commercial and industrial loans	0	0
To U.S. addressees (domicile)	0	0
To non-U.S. addressees (domicile)	0	0
All other loans (include loans to individuals for household, family, and other personal expenditures)	0	0
Loans to finance commercial real estate, construction, and land development activities (not secured by real estate)	0	0
Loans secured by real estate to non-U.S. addressees (domicile)	0	0
Loans to and acceptances of foreign banks	0	0
Commercial and industrial loans to non-U.S. addressees (domicile)	0	0
Leases to individuals for household, family, and other personal expenditures	0	0
Loans to finance agricultural production and other loans to farmers	0	0
Loans and leases held for sale	0	0
Loans measured at fair value:		
Fair value	0	0
Unpaid principal balance	0	0
Additions to nonaccrual assets during the quarter	0	0
Nonaccrual assets sold during the quarter	0	0
Purchased credit-impaired loans accounted for in accordance with FASB ASC 310-30 (former AICPA Statement of Position 03-3):		
Outstanding balance	0	0
Carrying amount included in Schedule RC-N, items 1 through 7, above	0	0

INCOME STATEMENT

	December 31st	
	<u>2014</u>	<u>2013</u>
	(Dollar Amounts in Thousands)	
Interest income:		
Interest and fee income on loans:		
Loans secured by real estate:		
Loans secured by 1-4 family residential properties	876	814
All other loans secured by real estate	4,330	3,454
Commercial and industrial loans	540	619
Loans to individuals for household, family, & other personal expenditures:		
Credit cards	0	0
Other (Includes revolving credit plans other than credit cards, automobile loans, and other consumer loans)	224	251
Loans to foreign governments and other official institutions	0	0
All other loans	738	726
Total interest and fee income on loans	6,708	5,864
Income from lease financing receivables	0	0
Interest income on balances due from depository institutions	185	228
Interest and dividend income on securities:		
U.S. Treasury securities and U.S. Government agency obligations	307	302
Mortgage-backed securities	1,707	1,777
All other securities	1,834	1,775
Interest income from trading assets	0	0
Interest income on federal funds sold and securities purchased under agreements to resell	0	0
Other interest income	9	9
Total interest income	10,750	9,955
Interest expense:		
Interest on deposits:		
Transaction accounts (Interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts)	44	50
Nontransaction accounts:		
Savings deposits (includes MMDAs)	580	623
Time deposits of \$100,000 or more	461	423
Time deposits of less than \$100,000	414	407
Expense of federal funds purchased and securities sold under agreements to repurchase	10	16
Interest on trading liabilities and other borrowed money	0	0
Interest on subordinated notes and debentures	0	0
Total interest expense	1,509	1,519
Net interest income	9,241	8,436
Provision for loan and lease losses	30	30
Noninterest income:		
Income from fiduciary activities	308	316
Service charges on deposit accounts	806	817
Trading revenue	0	0
Fees and commissions from securities brokerage	0	0
Investment banking, advisory, and underwriting fees and commissions	0	0
Fees and commissions from annuity sales	0	0
Underwriting income from insurance and reinsurance activities	0	0
Income from other insurance activities	1	1
Venture capital revenue	0	0
Net servicing fees	0	0
Net securitization income	0	0
Net gains (losses) on sales of loans and leases	0	0
Net gains (losses) on sales of other real estate owned	0	0
Net gains (losses) on sales of other assets (excluding securities)	0	0
Other noninterest income	693	791
Total noninterest income	1,808	1,925

INCOME STATEMENT - Continued

	December 31st	
	<u>2014</u>	<u>2013</u>
	(Dollar Amounts in Thousands)	
Realized gains (losses) on held-to-maturity securities	0	0
Realized gains (losses) on available-for-sale securities	227	276
Noninterest expense:		
Salaries and employee benefits	4,536	4,011
Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest)	1,103	1,219
Goodwill impairment losses	0	0
Amortization expense and impairment losses for other intangible assets	64	63
Other noninterest expense	2,665	2,120
Total noninterest expense	8,368	7,413
Income (loss) before income taxes & extraordinary items & other adjustments	2,878	3,194
Applicable income taxes	0	0
Income (loss) before extraordinary items and other adjustments	2,878	3,194
Extraordinary items and other adjustments, net of income taxes	0	0
Net income (loss) attributable to bank and noncontrolling (minority) interests	2,878	3,194
LESS: Net income (loss) attributable to noncontrolling (minority) interests	0	0
Net income (loss) attributable to bank	2,878	3,194
Memoranda		
Interest expense incurred to carry tax-exempt securities, loans, and leases acquired after 8/7/86, that is not deductible for federal income tax purposes	0	0
Income from the sale and servicing of mutual funds and annuities	N/A	N/A
Income on tax-exempt loans & leases to states & political subdivisions in U.S.	145	147
Income on tax-exempt securities issued by states & political subdivisions in U.S.	1,689	1,610
Number of full-time equivalent employees at end of current period	79	78
Interest and fee income on loans to finance agricultural production and other loans to farmers	594	579
Trading revenue (from cash instruments and derivative instruments):		
Interest rate exposures	N/A	N/A
Foreign exchange exposures	N/A	N/A
Equity security and index exposures	N/A	N/A
Commodity and other exposures	N/A	N/A
Credit exposures	N/A	N/A
Impact on trading revenue of changes in the creditworthiness of the bank's derivatives counterparties on the bank's derivative assets	N/A	N/A
Impact on trading revenue of changes in the creditworthiness of the bank on the bank's derivative liabilities	N/A	N/A
Net gains (losses) recognized in earnings on credit derivatives that economically hedge credit exposures held outside the trading account:		
Net gains (losses) on credit derivatives held for trading	0	0
Net gains (losses) on credit derivatives held for purposes other than trading	0	0
Credit losses on derivatives	0	0
Does the reporting bank have a Subchapter S election in effect for federal income tax purposes for the current tax year?	Yes	Yes
Noncash income from negative amortization on closed-end loans secured by 1-4 family residential properties	N/A	N/A

INCOME STATEMENT - Continued

	December 31st	
	<u>2014</u>	<u>2013</u>
	(Dollar Amounts in Thousands)	
Net gains (losses recognized in earnings on assets and liabilities that are reported at fair value under a fair value option:		
Net gains (losses) on assets	N/A	N/A
Estimated net gains (losses) on loans attributable to changes in instrument-specific credit risk	N/A	N/A
Net gains (losses) on liabilities	N/A	N/A
Estimated net gains (losses) on liabilities attributable to changes in instrument-specific credit risk	N/A	N/A
Other-than-temporary impairment losses on held-to-maturity and available-for-sale debt securities:		
Total other-than-temporary impairment losses	0	0
Portion of losses recognized in other comprehensive income (before income taxes)	0	0
Net impairment losses recognized in earnings (included in Schedule RI, items 6.a and 6.b) (Memorandum item 14.a minus item 14.b)	0	0

CHANGES IN BANK EQUITY CAPITAL

Total bank equity capital most recently reported for the end of previous calendar year, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income)	34,323	38,033
Cumulative effect of changes in accounting principles and corrections of material accounting errors	0	0
Balance end of previous calendar year as restated	34,323	38,033
Net income (loss) attributable to bank	2,878	3,194
Sale, conversion, acquisition, or retirement of capital stock, net (excluding treasury stock transactions)	0	0
Treasury stock transactions, net	0	0
Changes incident to business combinations, net	0	0
LESS: Cash dividends declared on preferred stock	0	0
LESS: Cash dividends declared on common stock	1,250	915
Other comprehensive income	2,102	-5,989
Other transactions with stockholders (including a parent holding company)	0	0
Total bank equity capital end of current period	38,053	34,323

CHANGES IN ALLOWANCE FOR LOAN AND LEASE LOSSES

Balance most recently reported for the end of previous year, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income)	2,832	2,778
Recoveries	2	26
LESS: Charge-offs	0	2
LESS: Write-downs arising from transfers of loans to a held-for-sale account	0	0
Provision for loan and lease losses	30	30
Adjustments	0	0
Balance end of current period	2,864	2,832

FINANCIAL RATIOS

	December 31st <u>2014</u>	<u>2013</u>
<u>Earnings and Profitability</u>		
Net Interest Margin / Average Assets <i>Net Interest margin is an indication of the profitability of a bank's investments.</i>	2.39	2.28
Overhead Expense / Average Assets <i>Overhead expenses are the fixed operating costs in a bank, and include salaries and benefits, leases of building and equipment, and other related expenses.</i>	2.17	2.00
Return on Average Assets (R.O.A.) <i>R.O.A. is a measure of return on the bank's assets, indicating how effectively they are employed.</i>	0.75	0.86
Return on Average Bank Equity (R.O.E.) <i>R.O.E. is a measure of how well bank equity capital is being utilized, indicating the return of the shareholder's investment in the bank.</i>	7.81	8.97
<u>Loan and Lease Analysis</u>		
Net Charge-Offs / Average Loans <i>Net charge-offs measure the amount of loans charged off as bad debt, less recoveries collected, giving an indication of past loan quality.</i>	0.00	-0.02
Earnings Coverage of Net Charge-Offs (X) <i>Measures the bank's ability to absorb potential losses from nonperforming loans.</i>	N/A	N/A
Loan Loss Reserve / Total Loans <i>Loan loss reserves represent the amount thought to be adequate to cover estimated losses in the loan portfolio.</i>	1.88	2.43
Nonperforming Loans / Gross Loans <i>The percent of the bank's loans which are past due 90 days or more or are not accruing interest according to the original terms of the borrower's loan agreement.</i>	0.00	0.00
<u>Liquidity</u>		
Total Loans / Total Deposits <i>Measures a bank's application of interest-earning deposit liabilities to fund loan growth.</i>	42.77	33.59
Time Deposits of more than \$250,000 / Total Deposits <i>Larger deposits are typically more costly, and amounts exceeding \$250,000 per account are not insured by the FDIC. *</i>	4.75	4.38
<u>Capital Adequacy</u>		
Leverage Ratio <i>To be considered Well-Capitalized or Adequately Capitalized by the regulators, a bank must have a Core Capital to Adjusted Total Assets ratio of 4.0% or greater.</i>	10.02	9.87
Risk-Based Capital Ratio <i>An indicator of a bank's financial strength, banks are expected to meet a minimum total risk-based capital ratio of 8.0%.</i>	20.24	22.64

* On July 21, 2010, the standard maximum deposit insurance amount was permanently raised from \$100,000 to \$250,000.

Citizens National Bank
Cameron, TX

This disclosure statement has been produced by Jack Henry & Associates, Inc. The financial information appearing in this statement was obtained from Federal Financial Institution Examination Council (FFIEC) Reports of Condition and Income submitted by all FDIC-Insured depository institutions. All information contained herein was obtained from sources deemed reliable; however, no guarantee is given as to the accuracy of the data or the calculations derived therefrom. This statement has not been reviewed, or confirmed for accuracy or relevance, by the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, or the Federal Reserve Board.

I do hereby attest that this Annual Disclosure Statement for this report date has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

Authorized Officer of the Bank

Attachment "B"

Home	Star Ratings	CD Rates	Products	Sitemap	Contact Us	Shopping Cart
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Enter your email to receive a notification when **BAUERFINANCIAL** updates the quarterly bank and credit union data:

BANK RATES - TELL ME MORE

You are here: [Home](#) >> [Lookup Star Ratings](#) >> Bank Rates - Tell Me More

Note: to see details of this institution's financial condition *immediately* (via a .pdf file) simply choose one of the reports below.

STAR RATING FOR: Citizens National Bank

Superior (These institutions are on BauerFinancial's Recommended Report.)

Citizens National Bank, headquartered in Cameron, Texas is rated 5-Star for financial strength by BauerFinancial, Inc., the nation's leading bank rating firm. (BauerFinancial rates all banks and credit unions on a zero-to-five star scale with 5-stars being the strongest.) A 5-Star rating is BauerFinancial's highest rating. A 5-Star "Superior" rating indicates, among other things, that this institution has at least twice the capital that regulators require, is profitable (or operating with a very small loss) and has kept its delinquent loans in check. This bank can be found on **Bauer's Recommended Bank Report**.

Overview:

Citizens National Bank (FDIC certificate #3127) was established in 1900 and operates through 10 branch offices located in Lee, Milam, Travis and Williamson counties in Texas. Mr. Michael Vance, President of Citizens National Bank, leads a team of 79 employees. The bank's parent holding company is CENTRAL TEXAS FINANCIAL CORP.

Citizens National Bank is a federally-chartered commercial bank and a member of the Federal Reserve. It is supervised by the Office of the Comptroller of the Currency (OCC).

Bank Type:

The FDIC classifies the bank's asset concentration as Other Specialized Lending < 1 Billion. (Valid FDIC classifications for banks are: International, Agricultural, Credit-card, Mortgage Lending, Consumer Lending, Other Specialized with assets < \$1 billion, All Others with assets < \$1 billion and All Others with assets > \$1 billion.)

The bank's ownership type is Stock, Sub Chapter S. This means the bank converted to a sub-chapter S corporation after the option became available to banks in 1997. In times of profitability, there are definite tax advantages to the S-corporation designation. In times of losses, however, C corporations are allowed certain tax deductions that are not available to S-corporations.

Sub Chapter S corporations are closely held stock institutions with no more than 100 shareholders and are only allowed to issue common stock. These institutions have elected to not pay income taxes directly, but instead pass income, losses, deductions and credit through to the shareholders.

Other:

Trust powers have been granted to Citizens National Bank which means it has the right to act as a trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, or in any other fiduciary capacity allowed under the laws of the state in which it is located.

Community Reinvestment Act Rating: Satisfactory

The Community Reinvestment Act of 1977 (CRA) provides a framework for financial institutions, state and local governments, and community organizations to jointly promote banking services to all members of a community. In a nutshell, the CRA prohibits redlining (denying or increasing the cost of banking to residents of racially defined and/or low and moderate-income neighborhoods), and encourages efforts to meet the credit needs of all community members, including residents of low- and moderate-income neighborhoods), consistent with safe and sound operations.

Possible CRA ratings are: **Outstanding; Satisfactory; Needs to Improve; and Substantial Noncompliance.**

Other Resources:

The bank's deposits are insured by the FDIC; Citizens National Bank's FDIC Certificate Number is 3127. For questions concerning deposit insurance, visit the FDIC at www.fdic.gov.

The OFFICE OF THE COMPTROLLER OF THE CURRENCY is the federal regulator for Citizens National Bank. If you have questions or concerns regarding the bank, you may contact the OCC here: <http://www.helpwithmybank.gov/>.

In addition to its nationally-recognized star-rating system, BAUERFINANCIAL has designed the following reports with the conscientious consumer in mind:

1) Highlights Reports are designed for anyone who wants to see how an individual institution has fared over the course of the year. The *Highlights Report* provides five quarters of highlights side by side so you can easily see if an institution is improving, maintaining or struggling with its rating.

Also included on the Highlights Report are:

- opening date and number of branches
- phone number and web site address when available
- asset size
- profitability data
- capital ratios

So that:

- you can see if it is an established institution
- you can contact the institution instantly
- you know how big it is
- you can see if it is making money
- you can compare them to regulatory minimums

You get all this for just \$10 per institution.

Order the Highlights Report for: *Citizens National Bank*

ORDER THE REPORT NOW!

(See a sample Bank Highlights Report)

2) Summary Reports also include five quarters of data and are designed for people who want more information than what is available on the *Highlights Report* but do not need detailed explanations or peer group comparisons.

The Summary Report Includes:

- everything that is on the Highlights Report
- delinquent loan information
- capital levels
- return on assets (ROA) and return on equity (ROE)

So that:

- see above
- you can see if past due loans are going up or down (Increases in delinquencies are often a predictor of trouble)
- You can see what type of cushion the institution has between what it owes and what it owns
- you can compare different measures of profitability

You get all this for just \$20 per institution.

Order the Summary Report for: *Citizens National Bank*

ORDER THE REPORT NOW!

[\(See a sample Bank Summary Report\)](#)

3) Analytical Reports are designed for people who want more complete data for the specified quarter along with detailed explanations in plain English of what it all means. The *Analytical Report* is an accurate snapshot of what the institution looked like at a specific point in time. This 6-page report is available for just \$20 more than the Summary Report.

In addition to Financial Statements, the Analytical Report Includes:

- a variety of ratios
- peer group comparisons
- regulatory minimum requirements
- plain English explanations

So that:

- you get a complete picture of the institution
- you can easily see how the institution is performing compared to other institutions of a similar size
- you can see if it meets or exceeds government requirements
- you can understand the entire report even if you have never seen a financial statement before

You get all this for just \$40 per institution.

Order the Analytical Report for: *Citizens National Bank*

ORDER THE REPORT NOW!

[\(See a sample Bank Analytical Report\)](#)

4) Due Diligence Bank Performance Reports are designed for any person or entity that has influence over anyone else's money.

Due Diligence BPRs provide:

- Balance Sheet & Income Statement
- Key Ratios
- Profitability Data
- Year over year comparisons
- Holding Company Data
- Supervisory Concern

So that:

- you can see key financial information at a glance
- you can see how the institution is doing with capital, loan quality and more
- you know if it is profitable (or not)
- you know if it has improved (or not)
- you can see what condition its parent is in
- you'll know if the institution is operating under any formal regulatory agreements

You get all this for just \$35 per institution.

Order the Due Diligence Bank Performance Report for: *Citizens National Bank*

ORDER THE REPORT NOW!

[\(See a sample Due Diligence Bank Performance Report\)](#)

5) LLAMAS Reports are *BAUERFINANCIAL's* answer to the CAMELS call and are designed for anyone who wants it all. While CAMELS ratings are confidential, our LLAMAS report is a combination Summary Report + Analytical Report. It provides the best of both worlds by giving you a Summary Report to show you trends over time and an Analytical Report to give a detailed analysis of the institution at a specific point in time. All for just \$9 more than the Analytical Report alone.

You get all this for just \$49 per institution.

Order the LLAMAS Report for: *Citizens National Bank* [ORDER THE REPORT NOW!](#)
(a combination package of the Summary and Analytical Reports. See above for samples.)

[Go Back](#)

STAR RATING DEFINITIONS:

★★★★★	Superior (These institutions are on BAUERFINANCIAL's Recommended Reports.)
★★★★	Excellent (These institutions are on BAUERFINANCIAL's Recommended Reports.)
★★★½	Good
★★★	Adequate
★★	Problematic
★	Troubled
ZERO	Our lowest rating
S.U.	Start-up. Institutions that are too new to rate.
N.R.	Credit Unions that either: have less than \$1.5 million in assets or are not NCUA insured.
FDIC	Institution has failed and/or is operating under FDIC conservatorship.

Financial data is compiled for U.S. banks and thrifts from call report data as reported to federal regulators. Although the financial data obtained from these sources is consistently reliable, the accuracy and completeness of the data cannot be guaranteed by **BAUERFINANCIAL, INC.** CEO names and bank addresses are subject to change. While our staff makes every effort to ensure that these are current, the accuracy and completeness cannot be guaranteed by BauerFinancial.

All institutions are subject to federal regulatory capital requirements, but those requirements vary among institutions and are dependent on many factors. In general, institutions are required to maintain a tangible capital ratio of at least 4%, a tier 1 risk-based capital ratio of at least 4% and a total risk-based capital ratio of at least 8%.

In addition to the capital ratio, other criteria are used to determine the **BAUERFINANCIAL™** Star-Rating. Some of these include but are not limited to: profitability/loss trend, evaluating the level of delinquent loans, chargeoffs and repossessed assets, the market versus book value of the investment portfolio, regulatory supervisory agreements, the community reinvestment rating (CRA), historical data and liquidity.

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BAUERFINANCIAL, INC.

P.O. Box 143520, Coral Gables, FL 33114
800.388.6686 FAX: 800.230.9569 Email: customerservice@bauerfinancial.com

Ratings are independent. No institution has ever paid us to rate it, nor can any institution choose not to be rated.

Bank and Credit Union data compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by **BAUERFINANCIAL, INC.** **BAUERFINANCIAL** relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. **BAUERFINANCIAL, INC.** is not a financial advisor; it is an independent bank research firm. **BAUERFINANCIAL** is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.

Attachment "C"

- V.2. Describe the bank's philosophy and approach to satisfying the City's banking and customer service requirements.

The customer service we have been providing to the City for the past ten years will continue as is. When you call Citizens National Bank, your call will be answered by a person, not an automated service. Any issue you have will be responded to as quickly as possible. We have internet banking for your convenience, be we are here to help when you need us.

Attachment "D"

References

Taylor ISD

3101 North Main St.

Suite 104

Taylor, Texas 76574

Bill Mikulencak, Business Manager

512-352-6361

Depository since September 2005

Thrall ISD

201 South Bounds

Thrall, Texas 76578

Shaun Karch, Business Assistant

512-898-5361

Depository since June 2003

City of Cameron

P.O. Box 833

Cameron, Texas 76520

Amy Harris, City Secretary

254-697-6646

Depository since September 2002

ATTACHMENT A
City of Taylor

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Bank Charge	Cost of Service	Explanatory Notes, if applicable
Account Deposit Services		No Charge	
Master Account Maintenance Fee	Per account		
Subsidiary Account Maintenance	Per account		
Money Market Account Maintenance Fee	Per account		
Interest Bearing Account Maintenance Fee	Per account		
Zero Balanced Account			
Maintenance Master	Per account		
Maintenance Subsidiary	Per account		
Transfers	Per transaction		
Inter-account transfers	Per transaction		
Automated Services - Balance & Detail		No Charge	
If Services are Bundled:			
Bundled Balance & Activity Reporting			
Monthly Maintenance	Per month/account		
Detail Item Fees	Per transaction		
If services are Un-Bundled (by Module)			
Balance Reporting Module Maintenance	Per account		
Daily Balance Reporting	Per account		
Previous day Reporting	Per account		
Previous Day Dr/Cr Items	Per transaction		
ACH Module Maintenance	Per account		
ACH Detail	Per transaction		
Reconciliation Module Maintenance	Per account		
Recon detail	Per transaction		
Stop Pay Module Maintenance	Per account		
Stop pay item	Per transaction		
Wire and Internal Transfer Module Maintenance	Per account		
Addenda reporting	Per transaction		
Detail Transactions - All modules	Per transaction		
Deposits		No Charge	
Credits posted	Per transaction		
Banking Center Deposits	Per transaction		
Electronic Credits posted			
Items deposited	Per deposit		
On-us Items	Per transaction		
Local items	Per transaction		
Local Fed/RCPC Clearing	Per transaction		
City Items (in state)	Per transaction		
Other State Items	Per transaction		
11th Fed Country Items	Per transaction		
Other 11th Fed RCPC Items	Per transaction		
Transit Item Clearing	Per transaction		
Encoding Charge	Per transaction		
Disbursements		No Charge	
Checks / Debits posted	Per transaction		
NSF fee	Per transaction		
Cash Vault		No Charge	
Currency Deposits			
Cash deposited	Per \$\$		
Coin Deposits			
Bag of loose coins			
Minimum Change Order			
Branch Order Processing	Per Order		
Branch Per Deposit	Per Deposit		
Change Order	Per transaction		
Deposit Corrections	Per transaction		
Return Item	Per transaction		
Return Items Return and Reclear	Per transaction		
Charge-backs	Per transaction		
Return Check Notice Fax	Per transaction		
Return Check Notice Internet	Per transaction		

ATTACHMENT A
City of Taylor

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Bank Charge	Cost of Service	Explanatory Notes, if applicable
ACH Processing		No Charge	
Service Monthly Maintenance (Base) Fee	Per month/account		
ACH Transactions			
Debits originated	Per transaction		
Credits originated	Per transaction		
Debits Received/Posted	Per transaction		
Credits Received/Posted	Per transaction		
Originated Addenda	Per transaction		
ACH Returned Items	Per transaction		
Return Notification	Per transaction		
Deletions or Reversal Charges	Per transaction		
Transmission	Per file		
Reports - by Fax	Per transaction		
Imaging		No Charge	
Imaging Maintenance	Per month		
CD Rom Service - Per Item	Per transaction		
CD Rom Service - Per Disk	Per transaction		
Stop Pays		No Charge	
Stop Pays (automated)	Per transaction		
Confirmations	Per transaction		
Wire Transfers		No Charge	
Service Monthly Maintenance	Per month		
Incoming - domestic	Per transaction		
Outgoing - repetitive - automated, domestic	Per transaction		
Outgoing - non-repetitive - automated, domestic	Per transaction		
Book Transfer Internet Initiated	Per transaction		
Wire Advices Faxed/Mailed	Per transaction		
Processing Fees		No Charge	
Chargeback processing			
Bank Statement	Per month		
Transmission Fee	Per transaction		
Transmission - Item	Per transaction		
Bank Supplies		No Charge	
Bank pouch			
Lockable bank pouch	Per item		
Lockbox	Per item		
Deposit slips	Per item		
Cashiers checks	Per item		
Investment Safekeeping -Optional Service		Service Not Available	
Service Maintenance Custody	Per month		
Securities Interest/Credits	Per transaction		
Securities Receipts/ Deposits	Per transaction		
Securities outgoing	Per transaction		
Safekeeping Fees	Per transaction		
Custody per Cusip/Holding	Per cusip		
Income Collection to DDA	Per transaction		

ATTACHMENT B - HISTORICAL EARNINGS RATES
CITY OF TAYLOR, TEXAS
RFP BANK DEPOSITORY SERVICES
ALL RATES MUST BE NET RATES.

Interest Bearing Accounts

Month/Year	Rate
Apr-14	0.15%
May-14	0.15%
Jun-14	0.15%
Jul-14	0.15%

	Rate
Aug-14	0.15%
Sep-14	0.15%
Oct-14	0.15%
Nov-14	0.10%

	Rate
Dec-14	0.10%
Jan-15	0.10%
Feb-15	0.10%
Mar-15	0.10%

Money Market Accounts

Month/Year	Rate
Apr-14	0.30%
May-14	0.30%
Jun-14	0.30%
Jul-14	0.30%

	Rate
Aug-14	0.30%
Sep-14	0.30%
Oct-14	0.30%
Nov-14	0.20%

	Rate
Dec-14	0.20%
Jan-15	0.20%
Feb-15	0.20%
Mar-15	0.20%

Earnings Credit Rate (ECR)

Month/Year	Rate
Apr-14	0.20%
May-14	0.20%
Jun-14	0.20%
Jul-14	0.20%

	Rate
Aug-14	0.20%
Sep-14	0.20%
Oct-14	0.20%
Nov-14	0.20%

	Rate
Dec-14	0.20%
Jan-15	0.20%
Feb-15	0.20%
Mar-15	0.20%



Pledge Security Listing

March 31, 2015



CAMERON, TX

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
CITY OF TAYLOR																
1080	31371LE39	FNMA 254954	FRB	x	4.50	10/01/2023		AAA	AA+	AAA	AFS	3,230,000	245,278.45	246,164.24	261,599.67	15,435.43
1083	3128MBU39	FHLMC G13102	FRB	x	4.50	08/01/2022		AAA	AA+	AAA	AFS	2,025,000	200,665.29	201,290.34	212,247.52	10,957.18
1107	31394MNL0	FHR 2715 DB	FRB	x	4.50	12/15/2018		AAA	AA+	AAA	AFS	2,491,000	139,488.78	139,628.21	141,524.95	1,896.74
1161	31412QDY2	FNMA 931719	FRB	x	4.00	08/01/2024		AAA	AA+	AAA	AFS	2,000,000	471,841.76	473,596.35	495,982.67	22,386.32
1170	31371LGF0	FNMA 254998	FRB	x	4.50	11/01/2023		AAA	AA+	AAA	AFS	5,000,000	395,239.75	397,525.91	422,367.75	24,841.84
1191	31398GKW8	FNR 2009 114 AB	FRB	x	2.00	12/25/2023		AAA	AA+	AAA	AFS	2,500,000	285,470.08	285,414.56	288,007.75	2,593.19
1376	31398VT63	FHR 3659 AD	FRB	x	2.50	06/15/2019		AAA	AA+	AAA	AFS	1,500,000	200,435.05	201,038.20	203,175.71	2,137.51
1658	3133XVRK9	FHLB	FRB	x	4.13	12/13/2019		Aaa	AA+	AAA	AFS	175,000	175,000.00	196,369.25	194,514.25	(1,855.00)
1689	3133782M2	FHLB	FRB	x	1.50	03/08/2019		Aaa	AA+	AAA	AFS	750,000	750,000.00	759,102.93	751,455.00	(7,647.93)
1759	31418AYS1	FNMA MA1620	FRB	x	2.50	10/01/2023		AAA	AA+	AAA	AFS	1,500,000	1,186,910.73	1,198,494.74	1,221,449.83	22,955.09
Total for CITY OF TAYLOR												21,171,000	4,050,329.89	4,098,624.73	4,192,325.10	93,700.37



Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

VI. 1. Automated Cash Management Information Access

- a. The City of Taylor is currently using our internet cash management system for balances, history, wire transfer requests, stop payment requests, and direct deposit payroll.
- b. If the internet banking is currently down, you may contact the branch for any information needed. Citizens National Bank has a Disaster Recovery and Contingency Plan in place in the event of a natural disaster or terrorist threats. We have locations in other cities that we can accommodate banking needs from other locations if needed.
- c. There are no fees associated with the internet banking.
- d. Daily banking cutoff time is 3:00 p.m. Wire transfers cutoff time is 2:00 p.m.
- e. When wire transfers are posted, it will indicated who the wire is from.
- f. Our website remains: www.cnbanktexas.com Authorized staff have their separate User ID Logins and passwords to access the City of Taylor accounts.
- g. Internet Access is the only requirement for internet banking.
- h. The internet banking system is rarely down. In the past six months it may have been down for two hours.
- i. The internet banking system is provided by a third party.

FUNDS AVAILABILITY POLICY

Our general policy is to allow you to withdraw funds deposited in your account on the next business day after the day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the next business day. Then, the funds will generally be available by the second business day after the day of the deposit.

Attachment "H"

Citizens National Bank
Cameron Branch
118 South Houston
Cameron Texas 76520

Citizens National Bank
Rockdale Branch
140 E. Cameron
Rockdale Texas 76567

Citizens National Bank
Giddings Branch
104 West Austin
Giddings Texas 78942

Citizens National Bank
Pflugerville Branch
601 FM 685
Pflugerville Texas 78660

Citizens National Bank
Taylor Branch
316 North Main
Taylor Texas 76574

Citizens National Bank
Coupland Branch
102 Hoxie
Coupland Texas 78615

Citizens National Bank
Round Rock Branch
201 W Palm Valley Road
Round Rock Texas 78664

5. d. Include a description of security provisions, PIN requirements, and back-up systems for wires.

Wires may be submitted by fax, in person, or by email.

Fax: All information present with authorized signature.

In Person: All information present with authorized signature.

Email: All information present with correct authorization which you have set up on your user side in cash management. All email wire requests, will be verified by a bank employee calling the City of Taylor to verify the request.

5. e. What secondary or tertiary authorization features are available on line? Is dual authorization required?

You make that determination when you give authorization to your users.

5. f. Is future dating of wires available? How far in advance?

If you want to bring them in person as you have in the past for the obligation payments, you may bring them a week in advance.

If they are done online, they must be processed and authorized the same day.



Federal Reserve Bank Joint Custody Service via FedMail® Request Form

PLEASE TYPE FORM, PRINT, & SUBMIT (handwritten forms may delay processing)

Internal FR
 (Upon receipt by the Federal Reserve Bank)

Federal Reserve Bank Use Only

Due Diligence Verified: _____

Initials: _____

Date: _____

Use of the FedMail® access solution is governed by Federal Reserve Bank Operating Circular 5, Electronic Access ("OC 5"). Depending on the services you choose to access using FedMail, additional Operating Circulars may govern. Federal Reserve Bank Operating Circulars are available at FRBservices.org/regulations/operating_circulars.html. Submission of this form constitutes acceptance of the terms and conditions of OC 5 and other applicable Operating Circulars and agreements. The Federal Reserve Banks have no obligation to verify the accuracy of the information you provide below and have the right to rely on such information in connection with the provision of FedMail access to the services you are requesting. Except to the extent prohibited by law or regulation, you agree to indemnify, hold harmless and defend the Federal Reserve Banks against any claim, loss, liability, or expense made against or incurred by the Federal Reserve Banks in connection with their reliance on the information provided below.

Section 1 – General

*** Required Fields**

State or Local Government Institution Name *		
Telephone *	Phone	Extension
Joint Custody Account Number(s) *	Provide the 4-digit alpha-numeric account number(s) below that are listed as "institution ID" on your statement. This form may be used for multiple account numbers being delivered to the same addresses, with a maximum of four account numbers.	
Account #1		
Account #2		
Account #3		
Account #4		

Section 2 – Service Profile

Instructions

1. For email delivery, please provide more than one email address.
2. If updates are required to your current Joint Custody pledgee agreement, please call 800-327-0147 and select option 4.

The email address(es) and/or fax number(s) below will remain in effect until an updated Joint Custody FedMail Request Form is submitted.

Joint Custody Service (JCCR)

Email Address or Fax Number
<i>This list replaces the prior email addresses and/or fax numbers on file for your organization.</i>

Federal Reserve Bank Joint Custody Service via FedMail® Request Form

Section 3 – Service Description

Service	Description
Joint Custody Service (JCCR)	Provides the ability to receive Joint Custody Daily Activity Statements and monthly Securities Holdings Reports electronically. The email is sent in text format; the statements and reports are sent as attachments, which may be viewed with a text editor, spreadsheet or word processing software.

Section 4 – Authorized Approval

Name *	First	Middle Initial	Last
Signature *	The person signing this form must be listed on your <u>current</u> pledge agreement on file with the Federal Reserve Bank as authorized to act for your account.		
Date *			
Telephone *	Phone	Extension	

Please submit this form to the Customer Contact Center at:

Email: ccc coordinators@kc.frb.org

Fax: 800-660-7856

Mail:

Customer Contact Center
Federal Reserve Bank of Kansas City
P.O. Box 219416
Kansas City, MO 64121-9416

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Last Updated: 03/11

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Banks & Credit Unions in Taylor – March 2015

Chase Bank

Attn: Fernando Montemayor
Branch Manager
3709 N Main St
Taylor, TX 76574
512-352-5421

BBVA Compass

Attn: Theresa Pore
Branch Manager
1701 N Main St
Taylor, TX 76574
512-352-3623

First State Bank Central Texas

Attn: Accounting
2027 S 61st Street STE 105
Temple, TX 76504
512-352-5880

Citizens National Bank

Attn: Aaron Griffith
316 N Main St
Taylor, TX 76574
512-352-7641

First Convenience Bank

Attn: Branch Manager
3701 N Main St
Taylor, TX 76574
512-352-8422

Austin Telco Federal Credit Union

Attn: Admin Dept
8929 Shoal Creek Blvd
Austin, TX 78757
512-302-5555

City National Bank

Attn: Andy Littlejohn
PO Box 1099
Taylor, TX 76574
512-352-2265

BANK DEPOSITORY AND SERVICES AGREEMENT

This Bank Depository and Services Agreement ("Agreement") is made and entered into this ____ day of _____ 2015 by and between the City of Taylor, Texas ("City") and Citizens National Bank ("Bank"), a chartered bank doing business in the State of Texas.

This Agreement, along with the following exhibits herein attached, represents the entire agreement between the parties and supersedes any prior negotiations, representations or agreements, either written or oral, and all Bank policies, protocol, terms, conditions, or service agreements ("Bank Policies"), to the extent of conflict therewith, including any language to the contrary that may be contained in any of the Exhibits.

- Exhibit A- Collateral Security Agreement;
- Exhibit B- Pledge Agreement Form;
- Exhibit C- Third Party Safekeeping
- Exhibit D- Proposal for Services by Citizens National Bank
- Exhibit E- Attachment A – Charges for Services-Citizens National Bank
- Exhibit F- Attachment B-Historical Earning Rates- Citizens National Bank

This Agreement may be amended only in writing any by mutual agreement signed by both parties after execution of the Agreement.

SECTION I: DESIGNATION OF DEPOSITORY. The City, through action of its City Council, hereby designate the Bank as its depository for banking services for a five-year period commencing June 1, 2015 through May 31, 2020 unless earlier terminated by ninety (90) days written notice delivered by either parties to the other. In the event the City and Bank shall fail to renew this Agreement on or before June 1, 2020, or otherwise terminate this Agreement on or before June 1, 2020, this Agreement shall continue on a month-to-month basis until terminated by either party.

SECTION II: DESIGNATION OF CUSTODIAN. The City and Bank hereby designate the Citizens National Bank to hold in trust, according to the terms and conditions of the City Request for Proposal dated April 22, 2015, and pursuant to a separate Pledge Agreement, a copy of which is attached as Exhibit A, all securities pledged as depository collateral in such holdings shall be in accordance with City's Investment Policy and the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

Any and all fees from the Custodian associated with the safekeeping of securities pledged to the benefit of City shall be borne by Bank.

SECTION III: COLLATERAL. At all times, the Bank shall pledge as collateral to the City securities, as said securities are defined by The Public Funds Collateral Act, and consistent with the City's Investment Policy, and held in trust by Custodian in an amount equal to or greater than 102% of the total of all City funds held by Bank from day to day during the term of this Agreement, inclusive of interest and in excess of FDIC insurance. The value of the approved securities shall be determined by the City and that determination is final and binding on the Bank. The Custodian shall provide a monthly report of the collateral directly to the City with a full description of the securities.

If at any time the funds deposited exceed the amount of security pledged, the Bank shall immediately pledge additional securities with City. City may require Bank to pledge additional securities at any time the City considers it advisable or necessary for the protection of City, in accordance with the Texas Local Government Code, Chapter 105.051 or Public Funds Collateral Act, Texas Government Code, Chapter 2257.

Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specially authorized representatives of the Bank. The Bank shall have the right, with prior written consent of the City, to substitute or replace any or all of the pledged securities with collateral acceptable to the City and in accordance with the terms of the Collateral Pledge and Safekeeping Agreement (Exhibit A). Newly pledged collateral shall be received by the Custodian before release of existing collateral by the Custodian. Custodian shall promptly forward to the City original safekeeping or trust receipts covering all collateral pledged. Receipts or reports shall be clearly marked as "Pledged to the City of Taylor, Texas."

The Bank shall have the right to release securities pledged by the Bank in excess of the amount required by this Agreement: provided however, that the securities released must be first approved in writing by the City.

SECTION IV: FINANCIAL POSITION. The Bank shall provide an annual statement of its financial position audited by its independent auditors including a letter as to its "fair representation."

SECTION V: AUTHORIZED SIGNATURES. For the term of this Agreement, the City and the Bank have, through appropriate action of their respective governing boards, designated individuals as authorized to represent and act for the City and the Bank respectively in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. All checks drawn upon the city shall be signed by the City Manager and the Finance Director. In the event that the City Manager or Finance Director are not available the Assistant City Manager is authorized to represent and act for the City and the Bank respectively in any and all matters including collateral assignment and substitution, execution of agreements and

transfer of funds. The Bank President has designated the Branch Manager/Vice-President, Deborah Parker and Assistant Vice-President Officer Lisa Whisenant. Any change in these authorized representatives shall be in writing.

SECTION VI: INVESTMENTS.

The City may, from time to time invest some or all monies certificates of deposit in the Bank, or other investments as authorized by its Investment Policy as well as the Public Funds Investment Act, Texas Government Code, Chapter 2256. Any Bank Policies which specifically conflict with the City's Investment Policy or Chapter 2256 of the Texas Government Code shall be void and of no effect for purposes of investing City funds. Bank shall at all times adhere to and comply with the City's Investment Policy and Chapter 2256 of the Texas Government Code as may be amended from time to time.

SECTION VII: SCOPE OF SERVICES. The Bank shall execute and perform those duties and services described in this Agreement including the Exhibits attached hereto or incorporated herein.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the state of Texas for public funds depositories and shall, upon presentation, pay all checks legally drawn on it by the duly authorized representatives of the City against collected funds of the City on demand deposits. Upon termination of its designation as depository of City, Bank shall promptly turn over to its successor all funds, property, and things of value coming into its hands as depository of City.

SECTION VIII: BANK COMPENSATION. The Bank shall be compensated for any and all services rendered to the City under this Agreement on a cost per item or monthly charge basis as set forth in the service charges of the Bank's Response (Section IV and V, Optional Services and Bank Compensation, respectfully) or as stipulated in the City's RFP, (Exhibit E). No modifications, increases, or variations from Section IV or V of the RFP shall be permitted.

SECTION IX: TERM. This Agreement shall be effective upon execution by the authorized representatives of City and Bank and shall continue in effect for a period of five (5) year from the date of commencement of services, unless earlier terminated by virtue of the Default provision hereof.

SECTION X: DEFAULT. The Bank shall be in default if it fails to pay all or part of a demand, a matured time deposit, or a matured certificate of deposit, including accrued, but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt," "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

The Bank shall be in default if it fails to deposit with the Custodian and pledge to the City approved securities having a value equal to or greater than the amount required by this Agreement.

The Bank shall be in default if it fails to perform its duties and responsibilities as a depository bank for the City as required by this Agreement and under the laws of the State of Texas.

The Bank shall have five (5) business days to correct any default declared by the City.

SECTION XI: ASSIGNABILITY. The Bank's assignment of this Agreement shall be noticed to the City and shall cause this Agreement to be terminable by the City should the successor bank not honor this Agreement or not have a local branch that is easily accessible in the City's sole opinion.

SECTION XII: GOVERNING LAW AND VENUE. This Agreement shall be deemed and construed to comply with the laws of the state of Texas governing depositories for public funds and applicable federal regulations. Venue for all actions concerning this Agreement shall be in Williamson County, Texas, unless specific federal laws or regulations otherwise require.

EXECUTED on this ____ day of _____ 2015.

CITY OF TAYLOR, TEXAS:

Isaac D. Turner, City Manager

CITIZENS NATIONAL BANK:

Deborah Park, Branch Manager\V-President

ATTEST:

Susan Brock, City Clerk

EXHIBIT A

COLLATERAL SECURITY AGREEMENT

This **COLLATERAL SECURITY AGREEMENT** is made and entered into on the date herein written by and between the City of Taylor, Texas hereinafter referred to as “Depositor”, and Citizens National Bank, Taylor, Texas, a national banking association, business in the State of Texas, hereinafter referred to as “Bank”.

Background

Depositor, through action of its City Council, has designated Bank as depository for funds of the Depositor. During the term of this Collateral Security Agreement, the Depositor will, through appropriate action of its governing Board, designate the officer or officers, who singly or jointly are authorized to represent and act on behalf of the Depositor in any and all matters of every kind arising under the Collateral Security Agreement. Bank’s DEPOSITORY AND BANKING SERVICES CONTRACT is incorporated herein for all purposes; however to the extent that any provisions therein conflicts with the provision herein, this Collateral Security Agreement will control. All funds on deposit with Bank to the Credit of the Depositor are required to be secured by collateral as provided for in the state statute Chapter 105 Texas local Government Code; said state law is hereinafter referred to as the “Public Funds law.”

To perfect the security interest of the Depositor in the collateral pledged by the Bank, the Federal Reserve Bank of Dallas will hold the Collateral in a custody account for the benefit of the Depositor. The said Federal Reserve Bank is hereinafter referred to as “Trustee”.

NOW, THEREFORE, in consideration of the foregoing, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I. Security Interest

Bank hereby pledges to Depositor, and grants to Depositor a security interest in, those assets owned by Bank and held by Trustee for the benefit of Depositor, in accordance with the terms of this Collateral Security Agreement (hereinafter, the “Collateral”), to secure the deposits held by Bank for Depositor as required by the Public Funds law.

II. Market Value of Collateral

The total of the market value of the collateral securing such deposits will be in an amount at least equal to the amount of such deposits, and reduced to the extent that such deposits are insured by an agency or instrumentality of the United States government.

III. Retention of Collateral

Bank has heretofore or will immediately hereafter deliver to Trustee, collateral of the kind and character permitted by the Public Funds law of sufficient amount and market value to provide adequate collateral for the funds of Depositor deposited with Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Trustee in trust so long as the depository relationship between Depositor with Bank shall exist hereunder, or any portion thereof, shall have been properly paid out by Bank to Depositor or on its order. Bank shall cause Trustee to accept said collateral and hold the same interest for the purpose herein stated.

IV. Release of Collateral

No collateral will be withdrawn, released or substituted without the prior written consent of the City's Director of Finance or the City Manager. The City will release collateral only if it is satisfied that such collateral is not needed as security for the City's deposits.

V. Sale of Collateral

Should Bank fail at any time to pay and satisfy when due, any properly executed check, draft, or voucher lawfully drawn against any deposit, or in case Bank becomes insolvent or fails, it shall be the duty of Trustee, upon demand of Depositor (supported by proper evidence of any of the above-listed circumstances), to surrender the above-described collateral to the Depositor. Depositor may sell all or any part of such collateral and out of the proceeds thereof reimburse itself for all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds or Collateral remaining unsold. Any sale of such Collateral, or any part thereof, made by Depositor hereunder may be either at public or private sale; provided, however, it shall give both Depositor and Bank three days notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. Depositor and Bank shall have the right to bid at such sale.

VI. Substitution of Securities

If Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with Trustee, it may substitute for any one or more such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank as often as it is desired; provided, however, that the aggregated market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such Collateral so deposited with Trustee is less than required, Bank shall on the request of the Depositor, deposit with trustee such additional Collateral as may be necessary to cause the market value of such Collateral to equal the sum of all Depositor's deposits less any FDIC insurance coverage then in effect. Depositor shall have the right to reject substituted collateral by the Bank. Bank shall be

entitled to income on securities held by Trustee, and Trustee may dispose of such income as directed by Bank without approval of Depositor. Bank shall cause Trustee to promptly forward within three business days to Depositor copies of safekeeping or trust receipts covering all such Collateral held for Bank, including substitute Collateral as provided for herein.

VII. Withdrawal of excess Collateral

If at any time the Collateral in the hands of Trustee shall have a market value in excess of the required amount Bank may request that the Depositor authorize the withdrawal of specified excess amount of collateral and Trustee may deliver this amount of Collateral (and no more) to Bank, taking its receipt therefor, and Trustee shall have no further liability for collateral so redelivered to Bank.

VIII. Term, Renewal and termination

This Contract shall begin on the _____(date) and remain in full force and effect for an initial period of (5) years unless earlier terminated by ninety (90) days written notice delivered by either parties to the other. Should the contract be extended, the original terms and conditions will apply, plus any approved changes, and either party can terminate the contract if desired upon providing ninety (90) days written notice to the other party. When the relationship of Depositor and Bank shall have ceased to exist between Depositor and Bank, and when the Bank shall have properly paid out all deposits of Depositor, it shall be the duty of Depositor to give Trustee written notice to that effect; whereupon Trustee shall, with the approval of Depositor, redeliver to Bank all Collateral then in their possession belonging to Bank, taking its receipt therefor.

Executed this _____ of _____, 2015, undersigned duly authorized officers of parties hereto.

FOR DEPOSITORY BANK:

(Signature)

(Title)

FOR DEPOSITOR:

(Signature)

(Title)

This Collateral Security Agreement was approved by the Board of Directors of the Bank on _____.

Pledgee Agreement Form

To: **Federal Reserve Bank of Boston**
600 Atlantic Avenue
Boston, MA 02210
Attn: Wholesale Operations/Joint Custody

Tel: 800-327-0147, Option #4
Fax: 877-973-8972

Date: _____

We, the _____ agree to the terms of **Appendix C** of your *Operating Circular 7*, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated _____ (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

☒

NO (Instructions required for each withdrawal)

☐

YES (Standing approval)

Provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See *Operating Circular 7, Appendix C, Section 4.3.*)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

☒

Three-party call-back

☐

Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Pledgee Agreement

(page 2 of 2)

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

Name of governmental unit

Street Address or P.O. Box Number

City, State, Zip Code

Official Signature/ Date

Printed Name and Title

Notary

State of _____

County of _____

On this ____ day of _____, 20__ before me personally appeared _____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at _____, in the City of _____, in the State of _____, that he/she is the _____ [Title] of _____ and that he/she executed this document on behalf of _____ before me.

(Signature of Notary)

(Print name of Notary)

My commission expires on _____ [Date]

EXHIBIT C

Third Party Safekeeping

Original safekeeping receipts from the third party trustee/custodial Financial Institution for all securities pledged to the City pursuant to Depository Agreement will be provided to the City. It is understood and agreed upon that the City will have a first and prior lien upon all securities that are pledged to the City.

1. **Safekeeping Receipts** - In order to collateralize additional City deposits in excess of collateral then pledged to the City, original safekeeping receipt and the market value of additional securities pledged to City shall be provided to the City within five (5) business days of such additional deposit.
2. **Monthly Report** - A monthly listing of all securities pledged to City showing complete security description, face value, market value and safekeeping receipt number is required; such listing to be provided no later than five (5) business days following the last day of each month.
3. **Certification and Delivery of Collateral** - In accordance with state law, the Board of Directors of the selected Depository Bank will be required to provide a resolution of certification approving the commitment and delivery of the collateral to the safekeeping institution not later than five (5) days before the commencement of the contract period.

CITY OF TAYLOR, TEXAS
REQUEST FOR PROPOSAL
BANK DEPOSITORY SERVICES

March 25, 2015

TABLE OF CONTENTS

- I. Introduction**
- II. Proposal Qualifications and Submission Instructions**
- III. Overview**
- IV. General Statement of Banking Services Required**
- V. Financial Institution Qualifications**
- VI. Required Services**
- VII. Alternative Services**
- VIII. Bank Compensation**

Exhibit I: General Contract Terms and Conditions
Exhibit II: Investment Policy

Attachment A: Schedule of Proposed Fees
Attachment B: Historical Earnings Rates

REQUEST FOR PROPOSAL – BANK DEPOSITORY SERVICES

I. INTRODUCTION

The City of Taylor (hereinafter called “City”), is seeking bids from eligible financial institutions (hereinafter called “Bank”), to be the depository bank for the City. The term of the agreement is June 1, 2015 through May 31, 2020.

Through this contract the City intends to minimize banking costs, improve operational efficiency and information flow, and maximize its investment capabilities. The banking services provided should allow the City to conduct business operations effectively and economically. This Request for Proposal (RFP) represents the City's cash management goals, specifies all required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and contract award provisions. All qualified institutions, as defined below, are invited to submit a proposal.

Institutions responding to this Request for Proposal (RFP) must be insured through the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA), and must be able to demonstrate a capacity to meet the City's requirements as stated in the RFP.

II. PROPOSER QUALIFICATIONS AND SUBMISSION INSTRUCTIONS

By submitting a proposal in response to this RFP, depositories will be deemed to agree to the mandatory contract and service provisions contained herein. This RFP and the proposal submitted will be incorporated into and form the basis of the bank depository services contract.

1. Banks Requirements

The City will consider proposals only from banks or credit unions doing business within the city limits. However, the City reserves its right to award a contract based upon its determination of the best interests of the City in accordance with the RFP selection criteria.

2. Proposal Format

In order to equitably evaluate each bank's ability to meet the banking service needs of the City, a standard format for all proposals is required.

The proposers must complete Attachment A and B and additional explanatory information may be included as part of a proposal. Only proposals submitted in the prescribed format using the provided Attachments will be considered and evaluated for contract award.

An electronic copy of this RFP, its exhibits and attachments, will be made available upon request. Proposers are solely responsible for any inadvertent alteration to the

RFP, its exhibits and attachments. Submission of the Proposal must be in written form; no electronic or fax submissions are acceptable.

3. Schedule for Proposal Submission

The City will make every effort to adhere to the following schedule.

03/25/15	Release of Request for Proposal
04/03/15	Questions due to City regarding RFP from any proposer
04/10/15	Responses to any questions submitted to be provided to all known proposers
04/22/15	Deadline for proposal submission @ 2:00pm
05/14/15	City Council award of contract
06/01/15	Anticipated Contract commencement

4. Proposal Submission

One (1) original and two (2) complete copies of each proposal shall be submitted by 2:00 pm CST on Wednesday, April 22, 2015 to the address listed below. **Proposals received after that time will not be accepted or considered. The proposal must be bound and must be submitted in a sealed envelope or packet marked "Proposal for Bank Depository Services."** Electronically and Fax submitted proposals are **NOT** acceptable.

An accompanying transmittal letter must be signed by an individual authorized to bind the institution, state that the proposal is valid for 60 days from the submission date, and give full contact information regarding the proposal.

Proposals must be delivered by mail, express mail, or in person to:

Ms. Rosemarie Dennis	512-352-5997x21 (tel)
Finance Director	
City of Taylor	
Rosemarie.dennis@taylortx.gov	
400 Porter Street	
Taylor, Texas 76574	

On the date of submission, proposals will be opened and identified by proposer name. Proposals will **NOT** be read aloud.

Restrictions on Communications with City Staff

All questions, regarding this RFP, or the services requested, will be accepted in e-mail form only at rosemarie.dennis@taylortx.gov, with the inclusion of RFP Bank Depository Services in the subject line on or before 3:00 pm CST, Monday, April 3, 2015. Responses to all material questions submitted will be communicated through e-mail to all known proposers by 5:00 pm CST, Friday, April 10, 2015.

Contact with any City staff, except Finance Director, in regard to this RFP is strictly forbidden and could result in rejection of the proposal. Oral explanations or instructions given before the award of the contract are not binding and do not form a part or alter in any way, the final agreements.

5. No Pre-Proposal Conference

There will be no pre-proposal conference.

6. Selection Criteria

Evaluation of proposal will be made on the basis of the following objectives:

Minimum Requirements

- Ability to meet the legal qualification and terms and conditions specified in the RFP.
- Financial strength and stability of the proposer.
- Completeness of the bid form and submission of the required information.
- Ability to provide sufficient collateral for deposits.

Scoring Requirements

- Time deposit interest rates- 10%
- Cost of Services- 25%
- Experience and success in providing services to similar entities- 15%
- Safety and creditworthiness of bank- 25%
- Service Availability- 25%

Award may not necessarily be made to the Institution submitting the lowest price proposal. The City will choose the institution submitting the most responsive overall proposal to satisfy its needs.

7. City Reservation of Rights

The City reserves the right to:

- waive any defect, irregularity or informality in the proposal or proposal procedures,
- reject any and all proposals,
- accept or reject any proposal or portion thereof in whole or in part,
- request additional information or require a meeting with bank representatives for clarification,
- cancel, revise, and/or reissue this request for proposal,
- negotiate with proposers,
- modify deadlines, and
- select any proposal deemed to be in its best interest as determined by the City.

If any provision of this proposal or resulting contract is deemed invalid, the City reserves the right to retain all other provisions.

8. Proprietary Information

To the extent permitted by law, proposals will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information

contained in the proposal should be designated as such on each page containing the restricted information.

9. Fees and Charges

The City reserves the right to utilize either a fee basis or compensating balance basis (or a combination of each) for payment of services under the contract. The City reserves the right to change the payment methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing the first of the following month. This will enable the City to take advantage of changing interest rate environments.

- Within five (5) business days after receipt of the monthly account analysis and approval of those fees by the City, the bank may direct debit the designated account for fees due.

A complete account analysis will be required monthly regardless of the payment basis.

All item and account charges will remain at the proposal price quoted for the duration of the entire contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate.

III. CITY OVERVIEW

The City currently maintains two (2) bank accounts.

- 1. Operating Cash:** This account is the City's general operating account. All of the City's operating revenues and disbursements are transacted through this account. Funds are deposited into this account on a daily basis. Approximately 350 checks per month are disbursed from this account.
 - Most bank activity will occur in the Operating Account.
 - The Operating account receives most deposits and processes accounts payable.
 - Approximately \$2.1 million is processed in payables monthly.
- 2. Payroll:** All City employees are paid from this account. Approximately 150 payroll direct deposit transfers are made from this account on a bi-weekly basis.
 - Payroll is handled almost entirely via direct deposit. Disbursement is from the Payroll Account.
 - The City has an average payroll of approximately \$175,000 with direct deposit for approximately 150 employees. Payroll is paid bi-weekly. These deposits are made via ACH transfers to 42 different financial institutions. A paperless method for generating these transactions is required.

Service Description	Average Monthly Activity
Items Deposited:	
Deposit Posted	234
ACH Deposits (includes utility draft items)	650
Returned Items (NSF)	8
Stop Payments	1
Wire Transfers: (other than for Controlled Disbursement)	
Average	4
Months of February & August	10
Controlled Disbursement Items-A/P Checks Paid	
<i>Avg Monthly AP Checks Cleared:</i>	315
ACH Withdrawals	
AP EFT Payments	10
IRS Payroll Tax Remittance-	2
Payroll	150
Average Balance (Operating account)	493,876

Deposits are couriered to the bank by armored car service under separate contract for the deposit of money orders, coin/currency, and some checks. Approximately 5,000 checks are deposited monthly using RemitPlus®, an automated electronic check processing system. The City of Taylor currently uses Electronic Transaction Systems Corporation (ETS) to accept credit and debit cards over the telephone, in person and on-line for utility, municipal court, and Community Services payments. ETS then deposits, daily, the credit card payments.

Finance handles all reconciliation on the accounts and only one set of statements will be required.

Any or all City funds may be maintained and invested by the City outside this contract. All balance decisions will be made by the City. The City will be under no obligation to maintain funds in the bank except under a compensating balance situation.

Primary responsibility for administration of the banking services agreement within the City organization resides with the Finance Director who will monitor the bank's performance against provisions of the agreement, including the bank's proposal submitted in the response to this RFP. The Finance Director will be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, Fedwire, ACH transactions, maintenance of account balances, daily reporting, etc.

A list of City personnel authorized to deal directly with the bank will be provided following award of contract. The bank shall provide the City with a similar list of authorized personnel.

IV. GENERAL STATEMENT OF BANKING SERVICES REQUIRED

The banking services described in this RFP are directed toward three major goals:

- safety of City funds and securities,
- efficient utilization of available banking services, and
- minimization of banking costs for the City.

Collateral

The City requires a depository that is fiscally strong and able to provide the required services on an uninterrupted basis. City funds are public funds and fall under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) and are further restricted by the City's Investment Policy (see Exhibit II). If funds are, for any reason not swept, all time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the City. Authorized collateral will include only:

- Obligations of the U.S. Government, its agencies and instrumentalities,
- Direct obligations of the State of Texas or its agencies and instrumentalities,
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States,
- Obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than "A" or its equivalent with a remaining maturity of ten (10) years or less,
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than "A", or
- A letter of credit issued to the City by the Federal Home Loan Bank.

All securities pledged to the City will be held by an independent third party institution outside the bank's holding company. The City, the bank and the custodian will execute a tri-party collateral/depository contract (unless the custodian is the Federal Reserve) under the terms of FIRREA (the Financial Institutions Resource and Recovery Enforcement Act) requiring a resolution of the Bank Board or Loan Committee. The Finance Director is responsible for entering into collateralization agreements with third party custodians in compliance with the City's Investment Policy. The pledging bank will be contractually liable for securing and reporting the monthly market value of securities and for continuous monitoring and maintenance of required margin levels. The custodian will provide a monthly listing and valuation report directly to the City on the collateral pledged including security descriptions and

market value. Preferably the custodian will provide the direct reporting and pricing on securities pledged.

The depository will be required to agree to all collateral requirements of this RFP.

V. FINANCIAL INSTITUTION QUALIFICATIONS

To be considered the proposal must include a complete response to each question in Section V.

1. In order to fulfill the City's fiduciary responsibility to protect public funds, each bank submitting a proposal shall provide:
 - a. an audited annual financial statement for the most recent fiscal period,
 - b. the bank's current CRA rating (noting the specific rating agency), and
 - c. a statement regarding any recent or foreseen merger or acquisition.
2. Describe the bank's philosophy and approach to satisfying the City's banking and customer service requirements.
 - a. What, if anything, is distinctive about the bank's approach to customer service?
 - b. What is distinctive about the bank's approach to its uses of automation?
 - c. Is the bank offering any transition incentive?
3. List references from at least three of the bank's current, comparable to public organization clients. Include the length of time under contract, a client contact, title, and telephone number.
4. Provide samples of reports, such as monthly analysis statement, bank statement, and collateral report.
5. The bank awarded the contract will be required to provide a proposed timeline for implementation to the Finance Director of the contract including the timeline on specific activities and direct responsibilities of the City and the Bank during implementation. The timeline should contain sufficient time for any customization and training necessary on automated systems in particular.
6. The bank awarded the contract will be required to review the City's then-current Investment Policy and certify in writing to that review in accordance with the Texas Public Funds Investment Act certifying that the bank has sufficient controls in place to avoid transactions not authorized by the Policy. Provide agreement to this condition.

VI. REQUIRED BANKING SERVICES

To be considered, the proposal must include a response to each of the questions in Section VI and all associated fees must be detailed on Attachment A. All fees for all services anticipated must be detailed on the Attachment. Add any level of detail necessary for complete explanations.

1. Automated Cash Management Information Access

The City requires automated cash management information to support its services and daily balance reporting for timely access to balance information and transactions. Flexibility will be key to the usage. Minimum automated services shall include:

- prior and intra-day day summary and detail balance reporting on accounts payable and operating accounts,
- initiation and monitoring of stop pays,
- next day online check images,
- initiation and monitoring of account transfers, and
- initiation and monitoring of internal and wire transfers.

Preferably, monthly statements and account analyses will be available on-line. Prior and intra-day day balance reporting shall include:

- detail on all transactions including wire and ACH trailer information,
 - summary account reporting with prior day closing ledger and collected (available) balances, and
 - one-day float.
- a. Fully describe the bank's on-line service capabilities and whether service is to be a direct link or web-based. List the system capabilities (i.e. balance reporting, wires, stop pay, etc.).
 - b. Describe back-up provisions and procedures to the automated system. What is the bank's back-up process to provide balance reporting and transactions in case of system non-availability? Describe provisions for off-site backup and continuation of services under acts of God or terrorist threats.
 - c. Are on-line service charges bundled or are separate modules charged independently? Describe.
 - d. State the access times and update times for daily information for balances, detail, wires, and transfers,
 - e. Does the basic system provide full trailer information on wires and ACH for identification purposes? Is this information available on a separate module?
 - f. Submit samples of major screens and reports available. Provide a website (and sign-on information if required) for an on-line review of the system, if available.
 - g. Specify any City hardware, software or telecommunications requirements for access.
 - h. How many hours has the system been down in the last six months?

- i. Is the system a proprietary system or provided by a third-party?

2. Standard Deposit Services

Standard commercial deposit services are required for all accounts. Deposits are currently made by armored car and will consist of money orders, checks, coin and currency. Checks will not be encoded. Majority of the checks are processed through an automated electronic check processing system, RemitPlus®

The City requires same bank day credit on all cash (coin and currency) deposits and on-us checks.

The City currently allows its utility system customers to authorize the City to draft funds for payment of their monthly utility bills. Continuation of this service will be a requirement in the contract.

- **Utility Customer Drafts:** At present, 547 customers utilize bank drafts for payment of their City utility services. These drafts are made on a weekly basis (approximately 7 accounts on the 1st, 86 on the 3rd, 80 on the 10th, 200 on the 20th, and 174 on the 27th of each month). The drafts are made via ACH transfers from 117 different financial institutions. A paperless method for generating these transactions is required.

The City accepts credit and debit cards over the telephone, in person and on-line. The City uses ETS for merchant card services payment processing.

All cleared deposits received by the bank's established deadline must be processed for same day credit. The bank shall guarantee immediate credit on all incoming wire transfers, US Treasury checks, ACH transactions, on-us items, and U.S. government security maturities and coupon payments.

The City expects all deposited checks to clear based on the bank's current published FRB availability schedule, but, any expedited availability options should be noted in the proposal. **Failure to credit City accounts in a timely fashion will require interest payment reimbursement to the City at the then current daily Fed Funds rate.**

- a. What is the bank's daily cut-off time to assure same day ledger, and, pending availability, collected credit? Will this vary by bank location (lobby, teller, vault)?
- b. When are credit/debit advices sent to the City? On-line or in paper form?
- c. When are online check images available?
- d. What type deposit bags are used?
- e. Are deposits identified by location and date? Where? What access is there to this information in reporting?
- f. Are dual verification security measures used on receipt of deposits? (Teller and vault processing.)
- g. State the bank's **Availability Policy** if it differs from the published **Availability Schedule**. State any exceptions to same day availability outside bank's published availability schedule.

- h. Does the bank offer expedited availability? Explain. Are any deposits or credits delayed for any reason?
- i. If provisional credit is given on deposit before verification, when does verification occur?
- j. Include a list of all the bank's deposit and vault locations.

3. Returns and Chargeback's

Unless directed otherwise, the Bank will automatically re-deposit return items a second time. Items returned a second time will be charged to the City's operating cash account and returned promptly to the City's Finance Department.

4. Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all City checks without charge upon presentation. The City prints check format and information simultaneously with an automated signature. An average of 350 A/P checks are written per month with a monthly average of \$ 2.1 million.

- a. What constitutes a standard check signature for the bank?
- b. Are there any fees for special signature requirements such as dual signatures?
- c. Does the bank offer extended storage for checks? What time periods?
- d. Does the bank image all checks or return checks?
- e. Is there a cost for the return of checks?
- f. Will the bank cash free of charge all on-us checks for City employees?

5. Funds Transfer and Wire Services

Incoming wire transfers must receive immediate same day collected credit. Wire initiation and monitoring should be available on-line. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- a. Are there additional fees for initiation of wires by phone?
- b. Is any paper transaction required on wire/transfer on-line transactions?
- c. How will the bank notify the City of incoming wires? When? Is there a specific notification mechanism?
- d. Include a description of security provisions, PIN requirements, and back-up systems for wires.
- e. What secondary or tertiary authorization features are available on line? Is dual authorization required?
- f. Is future dating of wires available? How far in advance?
- g. State wire access times, posting times, and cut-offs.

6. Optical Imaging

- a. Is optical imaging currently available? On-line? On CD?
- b. What is the process for retrieving the images on-line? Are security sign-on provisions in place?

- c. When is the CD available monthly?
- d. What items are captured on line (checks, statements, deposit slips, deposited items, etc.)? On the CD? List all contents on the CD.
- e. Describe your on-line retrieval capabilities. Which images are available on-line?
- f. When and how long are images retained on line? Does the bank provide optional extended availability? Is there an additional charge for extended on line availability?
- g. Describe any City software or hardware requirements.

7. ACH Services

ACH services are required.

- a. Is the ACH service fully available on-line as well as file transmission? Is the City able to initiate individual ACH transactions on line?
- b. What filters and blocks are available on the ACH transactions?
- c. Are ACH addenda shown in their entirety on-line and on reports?
- d. State data transfer alternatives, requirements and limitations (transmission, web, or tape).
- e. State the availability policy for debit and credit ACH transactions.
- f. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction? If not, how is it charged?
- g. Are there any specific ACH reports on paper or on-line? If so, please describe.
- h. What is the deadline for transmission for a payroll to credit employee accounts on Friday?

8. Collateral Requirements

Authorized collateral shall be pledged against the total time and demand deposits net of FDIC insurance with a 102% margin on the collateral maintained at all times by the bank. Requirements beyond the Public Funds Collateral Act must be met.

The proposal must state agreement to the following terms and conditions.

- All collateral pledged to the City must be held in an independent, third party bank outside the bank's holding company.
- A tri-party safekeeping agreement shall be executed between the City, the depository, and the safekeeping bank for custody of pledged securities in full compliance with FIRREA requiring a bank resolution. (Or completion of Circular 7 if the Federal Reserve is acting as custodian.)
- All time and demand deposits will be collateralized at a minimum of 102% of principal plus accrued interest at all times, net of FDIC insurance.
- The bank will be contractually liable for the continuous monitoring and maintaining of collateral at the City's required margin levels.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian within one business day.
- The City shall receive a monthly report of collateral pledged including description, par, market value and CUSIP.

- Any substitutions of the securities pledged or reductions in the total amount pledged shall be made only by and with the proper written authorization, approved by the City Manager or his/her designee.
 - Authorized collateral shall comply with the City's then-current Investment Policy.
 - All collateral shall be subject to inspection and audit by the Finance Director, his/her designee, or the City's independent auditors.
- a. State the bank's acceptance of the collateral conditions above.
 - b. Does the bank propose any online safekeeping arrangements? If so, describe fully and attach the agreement used.
 - c. Does the bank propose any collateral charges, if so how is the charge applied? (Note charges incurred as a result of the conditions, such as security type restrictions, on Attachment A as well.)
 - d. Provide the bank's standard collateral agreement for review.

REPURCHASE AGREEMENTS ARE NOT ACCEPTABLE AS COLLATERAL TO THE CITY.

9. Account Analysis

Monthly account analysis reports must be provided for each account and on a consolidated account basis by the tenth of the succeeding month. Within five (5) business days after receipt of the monthly account analysis and approval of those fees by the City, the bank may direct debit the designated account for fees due.

A complete account analysis will be required monthly regardless of the payment basis.

- a. Provide a sample account analysis including calculation bases.
- b. State when the analysis will be available each month.
- c. Describe the ability of the bank to provide account analysis reports on-line. If on-line, how long are they accessible?

10. Monthly Statements

The bank must provide monthly account statements on all accounts with complete supporting documentation. All accounts must be on a calendar monthly cycle and statements received by the tenth of the succeeding month. Timeliness of statements is critical and non-performance will be grounds for termination of contract.

At a minimum, the following information will be required:

- detail on all debit and credit transactions by account,
- all cleared checks,
- full wire and ACH detail and trailer information,
- all deposits,
- balance, and
- copies of all transactions performed by bank personnel.

- a. Describe the statements and provide a sample.
- b. Describe the ability of the bank to provide reports on-line and/or imaged.
- c. When are on-line or optically imaged reports available? If on-line, how long are they accessible? Are statements on the monthly CD?

11. Account Executive

To insure smooth contract implementation and continuation of services, a specific local account executive and a back-up must be assigned to the City account to coordinate services and expedite the solution of any problem encountered. The account executive should be available to meet with City staff on banking matters as needed and at a minimum semi-annually.

- a. Provide the name and title of the proposed account executive with a short bio.
- b. Provide the name and title of the backup representative.

12. Overdrafts

Every effort will be made to eliminate intra-day and inter-day overdrafts. However, should this situation arise, state the bank's policy regarding account and total account overdraft policy and detail rates and fees, if any, to be charged on a per event or per account basis.

- a. Are all accounts aggregated for overdraft calculation purposes or do accounts stand-alone?
- b. State the rate basis for intra-day and inter-day overdrafts.

13. Stop Payments

The City rarely has stop pays. An automated stop pay process is desired.

- a. How long do stop pays remain in effect?
- b. What options are available for extended stop pay periods?
- c. What is the deadline for same day action on stop pays?
- d. Can stop pay orders be initiated on-line? Is a paper follow-up document required?
- e. Will the teller and clearing systems verify the check status before accepting the stop pay?
- f. Provide the stop pay authorization levels and notification requirements.
- g. What information on current and expiring stop pays is available on-line? When?

14. Electronic Deposits

The City utilizes an electronic deposit system for checks, currently RemitPlus®. The City currently scans all checks presented for payment and electronically submits the checks for deposit directly to the bank. Explain in detail the bank's process in accepting the deposit of checks electronically. Include the cost, hardware and software requirements, and any other relevant information.

VII. ALTERNATIVE SERVICES

Responding financial institutions are encouraged to indicate any reservations or exceptions to the RFP and submit alternative approaches. Such reservations or exceptions should be clearly noted in the proposal.

VIII. BANK COMPENSATION

The City will take into account all costs and earnings potential as part of the evaluation of each proposal. It is critical that the Attachments A and B be completed in their entirety.

Attachment A has been provided for the detailing of all fees. If the Attachment does not detail line item fees required for a particular service, the fee description and cost per identified unit should be added to the Attachment and identified by the applicable AFP code, if possible. Bundled fees should be clearly delineated especially regarding on-line services to assure accurate evaluation. Space has been provided for any necessary explanation on costs.

The City reserves the right to utilize either a direct fee basis or a compensating balance basis (or a combination of each) for payment of services under the contract. The City reserves the right to change the fee methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing the beginning of the following month. This will enable the City to take advantage of changing interest rate environments.

- Regardless of the payment methodology a monthly account analysis will be required.

Any cost (bundled or unbundled) not included on Attachment A will not be paid under this agreement, with the exception of costs related to new or optional services negotiated subsequent to the initial agreement.

This is a five (5) year service agreement. Fees and service charges included in the successful proposal shall remain in effect for the initial five-year period; however any Federal Reserve service charge increase may be passed through to the City upon 30-day written notice. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate.

Exhibit I:

GENERAL CONTRACT TERMS AND CONDITIONS

Any contract entered into as a result of this Request for Proposal will contain the following standard terms and conditions in addition to those incorporated into the Request for Proposal.

1.0 Applicability

The Request for Proposal, the Proposer's Response to the Request for Proposal, and these terms and conditions are applicable to and shall form a part of any contract executed.

2.0 Term of Contract and Option to Renew

This contract shall have a term of five (5) years.

3.0 Terms of Payment

Payment for services in connection with this contract shall be made on either a compensating balance or fee basis dependent on the then-current choice of the City. If the City chooses to utilize a fee basis, the fee should be stated on the monthly account analysis. The City has five (5) days to review the charges. If the City makes no changes or objections to the charges after this period the fees may be made as an account analysis debit to the indicated account.

4.0 Extra-Contractual Services

Additional or new services may be added during the contract period; provided, however, that any such services shall be charged at not more than the then current published fee schedule of the bank, or upon rates and charges, to be negotiated between the City and Bank.

5.0 Laws, Statutes, and Other Governmental Requirements

5.1 The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

5.2 The contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto, shall be the responsibility of the contractor.

6.0 Taxes

The City is exempt from all federal excise, state, and local taxes unless otherwise stated in this document.

7.0 Indemnification

The contractor shall save and hold harmless and indemnify City against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the contractor. Contractor hereby assumes full responsibility for the character, acts and conduct of all persons employed by contractor.

This clause shall survive the cancellation of any Request for Proposal, the award of a contract to the contractor as result of such Request for Proposal, and the termination of any such contract, until the period for which the

contractor is determined to be liable in accordance with local, state or federal statutes or regulations.

8.0 Contract Not a Guarantee of Purchase

This contract is not a guarantee of purchase. Purchases shall be made subject to fund availability, budgetary concerns, and other matters affecting, or which may affect, the procurement of services hereunder.

9.0 Non-Appropriation

This contract shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. In the event that funds are not appropriated, the contractor shall not prohibit or otherwise limit the City's right to pursue and contract for alternative solutions and/or remedies as deemed necessary by the City for the conduct of its affairs.

10.0 Bankruptcy

In the event that a voluntary petition is filed by the contractor under the bankruptcy laws of the United States or a default occurs on any action required by the bank under this contract, or if an involuntary petition is filed against the contractor and is not discharged within a reasonable period of time, or if the contractor makes a general assignment for the benefit of creditors, the City may terminate this contract and utilize the conditions of the collateral/depository agreement to place a primary lien on all collateral pledged.

11.0 Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, the contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

12.0 Termination

12.1 Termination for Default

The City, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions of this contract. In case of default, the City reserves the right to purchase any or all items or services on the open market, charging the contractor with any excess cost. Should such charges be assessed, no subsequent proposals of the defaulting contractor shall be considered until the assessed charge has been satisfied. In such event, the contractor shall be liable for damages including the excess cost of re-procuring similar items provided that if (1) it is determined for any reason that the contractor was not in default, or (2) failure to perform was beyond contractor's control, fault or negligence, the termination shall be considered a termination for convenience.

12.2 Termination for Convenience

Either party may terminate this contract by providing the other party with a thirty (30) day written notice. In the event of such termination by the City, the City shall be liable for the payment of all approved work performed prior to the

termination. In the event of such termination by the contractor, the contractor shall either perform all approved work or shall reimburse the City for payments already made to the contractor by the City; such reimbursement shall be acceptable to the City and shall be made within thirty (30) days of contractor's notice to terminate.

13.0 Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

14.0 Assignment

This contract nor any duties or obligations herein shall be assignable without the prior written approval of the City.

15.0 Contract Changes

No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the contractor and the City and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the contract.

16.0 Governing Law

All contracts shall be governed by and all dispute between the parties construed under the laws of the State of Texas. Any actions or remedies pursued by either party shall be pursued in the state and federal courts of Williamson County, Texas.

17.0 Entire Agreement

This contract and all terms and conditions of service for individual services hereunder contain the entire agreement between the parties hereto. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and signed by both parties.



City Council Meeting May 14, 2015 Agenda Item Transmittal

Agenda Item #: 12
Agenda Title: Consider approving Resolution R15-12 for the Financing of Capital Equipment with Citizens National Bank and authorize the City Manager to execute the agreement.

Council Action to be taken: Approve, Deny or Table

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to seek City Council's approval of Resolution R15-12 to proceed with the financing of capital equipment with Citizens National Bank and allow the City Manager to execute the necessary documents.

2. DESCRIPTION/ JUSTIFICATION

This item was presented to Council on April 23rd and was passed on. No vote or action was taken by Council. Initially, staff made a recommendation to proceed with CalFirst for the financing. Since our last meeting, CalFirst has rescinded their proposal and requested that the terms be reduced and annual payment be made instead of monthly terms. Staff is no longer considering CalFirst to do the financing.

In the current budget, staff requested five (5) police vehicles, two (2) trucks and a Toro Ground Master mower. All of these items are to be financed and now staff is ready to proceed. The purchased will be through the HGAC and Buy Board Purchasing Group. When purchasing through the purchasing cooperative all of the legal competitive bidding requirements have been completed.

Originally, three (3) cameras were included in the pricing for the police vehicles. The cameras have been removed from the quote and the required amount needed for financing for the equipment listed above is \$300,000. The police department needs new cameras for all of their marked police vehicles to include the new vehicles, which is total of 10 cameras. The current cameras have become outdated and servicing them has become an issue. The upgraded car cameras have just came out which includes body cameras. The cost of these cameras is \$64,740. Funding the cameras can be done from the savings that is in the budget. Budgeted is \$64,866 for the equipment, what is needed as payment is \$21,300 on the financing of \$300,000. This leaves approximately \$43,566 that will be allocated as payments toward the cameras. The remaining funds \$21,174 can be taken

from salary savings in the Engineering department due to 2 vacant positions, which we recently filled one position. The cameras will be paid from the current budget and no financing will be required.

3. FINANCIAL/BUDGET

This is a tax-exempt equipment lease-purchase agreement and will be counted against our ability to borrow up to \$10,000,000 in tax-exempt debt during the current calendar year.

The total to be financed is \$300,000 at an interest rate of 2.50% for five years. Total interest that will be paid is \$19,500 over the life of the term.

4. TIMELINE CONSIDERATIONS

Staff seeks immediate consideration in order to get all the documents executed so that staff may make the purchases.

5. RECOMMENDATION

Staff recommends approving Resolution R15-12 for the financing of capital equipment with Citizens National Bank and authorized the City Manager to sign and execute the necessary documents.

6. REFERENCE FILES

12a. Resolution R15-12

12b. [Citizens Proposal](#)

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF TAYLOR, TEXAS, TO ENTER INTO A LOAN WITH CITIZENS NATIONAL BANK FOR THE PURCHASE OF VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY HAVING TERMS AND CONDITIONS APPROVED AND ACCEPTED BY BOTH PARTIES BUT WHICH LOAN SHALL NOT EXCEED THREE HUNDRED THOUSAND DOLLARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL INSTRUMENTS NECESSARY OR ANCILLARY TO COMPLETE THE LOAN AND PURCHASE THE EQUIPMENT.

PREAMBLE:

WHEREAS, the City requires the purchase of new vehicles, equipment and other personal property for the addition to and replacement of existing vehicles, equipment and personal property used in the operations of the City; and

WHEREAS, the vehicles, equipment and other personal property are required by the City for the benefit, health and safety of its citizens and for efficient City operations ; and

WHEREAS, the purchase price and loan to purchase the vehicles, equipment and other personal property shall not exceed \$300,000.00; and

WHEREAS, Citizens National Bank has provided loan terms and conditions acceptable to the City and which legally authorize the City to complete the loan.

NOW THEREFORE THE FOLLOWING RESOLUTION IS HEREBY ADOPTED BY THE CITY:

RESOLUTION:

1. The Preamble is incorporated into this Resolution.
2. The City is authorized to purchase vehicles, equipment and personal property provided the purchase price does not exceed \$300,000.00.
3. The City is authorized to enter into a loan from Citizens National Bank not exceeding the original principal amount of \$300,000.00 having terms and conditions acceptable by the City and legally sufficient for such loan.

4. The City Manager is authorized to execute all instruments necessary or ancillary to complete the loan and purchase and to take all other actions deemed by the City Manger required for the loan and purchase.

ADOPTED this 14th day of May, 2015.

CITY OF TAYLOR, TEXAS
a home rule CITY

By: _____
Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

Date: April 2, 2015

To: City of Taylor
ATTN: Ms. Rosemarie Dennis

From: Citizens National Bank
Steven M. Wise, EVP

RE: Indication of Proposed Terms

Dear Ms. Dennis:

I am pleased to provide you with this indication of proposed terms, subject to the conditions listed. Please find below a summary of the terms;

Loan Purpose: Loan to purchase vehicles and equipment, to be determined

Borrower: City of Taylor

Loan Amount: Up to \$308,000

Loan Maturity: Up to 5 years from disbursement date

Interest Rate: ** Fixed rate of 2.50% for 5 years, assuming a fully amortizing loan

** This rate assumes the interest is deemed to be tax-free for income tax purposes to the bank.

Bank Fees: None

Repayment Terms: Monthly payments of principal and interest amortized over up to 5 years

Loan Amount \$300,000 – monthly payments estimated to be \$5,325.00
Loan Amount \$308,000 – monthly payments estimated to be \$5,467.00

Collateral: 1) All equipment being purchased. If vehicles are titled, then CNB must be shown as lienholder on the title.

Prepayment Penalty: None

Additional Requirements:

- Borrower to provide Bank with a copy of the City's Annual Audit within 90 days of fiscal year end
- Borrower to provide all documentation required by Bank to adequately perfect the bank's lien including all resolutions of the City authorizing the debt and the individuals to sign for the City
- Receipt of opinion from Counsel stating that the Obligations constitute a legal, valid, and binding obligation of the City
- Receipt of the approving opinion of the Texas Attorney General with respect to the Obligations
- Reimbursement of fees charged to Bank for any expenses incurred, expected to be from \$0 - \$500
- CNB must be provided with proof of insurance on the collateral showing CNB as loss payee
- Subject to complete financial underwriting by the bank before final approval of loan request

Expiration of Commitment: April 15, 2015

Thank you again for the opportunity to present this proposed term sheet to you. If you are in agreement with these terms, please sign this term sheet and return it within the allotted timeframe. Please feel free to call me if you should have any questions.

Sincerely,

Steven M. Wise
EVP, Chief Lending Officer

Agreed to and accepted by:

City of Taylor

By: Name / Title

Date



City Council Meeting
May 14, 2015
Agenda Item Transmittal

Agenda Item #: 13

Agenda Title: Consider approving Resolution R15-13 awarding bid to RM Quality Construction to build three homes with HOME Grant Funds

Council Action to be taken: Approve recommendation

Initiating Department: Development Services

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to award a bid to RM Quality Construction to build three homes with HOME grant funds.

The three addresses are:

143 2nd Avenue
603 E. Pecan
607 W. Rio Grande

Ms. Rego and or Ms. Langford will be at the meeting to address the Council.

2. DESCRIPTION/ JUSTIFICATION

The City receives HOME funds through a contract with the State permitting the City to participate in a reservation system. The City retained Langford and Associates to administer the contract. The City has participated in the HOME Program since 2004.

Since that time, 16 homes have been built.

3. FINANCIAL/BUDGET

There are no funds required by the City.

4. TIMELINE CONSIDERATIONS

The homes are scheduled to be completed by October 1 of 2015.

5. RECOMMENDATION

Staff recommends that Council award the bid to RM Quality Construction in the following amounts:

\$83,000 for 143 2nd Avenue
\$81,500 for 603 E. Pecan
\$84,000 for 607 W. Rio Grande

6. REFERENCE FILES

- 13a. [Resolution R15-13](#)
- 13b. [Bid Tabulation](#)
- 13c. [Bid packet](#)

RESOLUTION R15-13

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

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

WHEREAS, the bid opening for the HOME PROGRAM was held on April 28, 2015.

WHEREAS, Three (3) houses were included in the bid.

WHEREAS, One bid was received by the city.

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

The city of Taylor awards the construction of these Three (3) homes to the lowest, best bid of \$83,000 for 143 2nd ave., 81,500 for 603 E. Pecan St. and 84,000 for 607 W. Rio Grande to RM Quality Construction (AKA Randy Malouf Builders).

Passed and approved this ____ day of _____, 2015.

Jesse Ancira, Jr.
Mayor,
City of Taylor, Texas

Susan Brock,
City Clerk

City of Taylor Bid Tab**RSP 1001830****Home Program****April 28th, 11AM**

BIDDER	Base Bid, including Demolition/Disposal (2 and 3 bedroom homes)					Totals
	143 2nd Ave (3)	607 W. Rio Grande (2)	603 E. Pecan St. (3)			
Base Bid	\$83,000.00	\$84,000.00	\$81,500.00			\$248,500.00
ALT 1 (add) - Vinyl Option	\$2,500.00	\$2,500.00	\$2,500.00			\$7,500.00
ALT 2 (add) - Gutters	\$2,500.00	\$2,500.00	\$2,500.00			\$7,500.00
ALT 3 (add) - No-Step Shower replacing bathtub.	\$5,500.00	\$5,500.00	\$5,500.00			\$16,500.00
ALT 4 (add) - Mini Blinds	\$800.00	\$800.00	\$800.00			\$2,400.00
ALT 5 (deductive) - Replace 4 sided brick with one sided hardiplank.	-\$250.00	-\$250.00	-\$250.00			-\$750.00
ALT 6 (deductive) Replace 4 sided brick with 3 sides hardiplank.	-\$750.00	-\$750.00	-\$750.00			-\$2,250.00
ALT 7 (deductive) Demolition and disposal	-\$3,000.00	-\$3,000.00	-\$3,000.00			-\$9,000.00
Total With Alternates per Home	90,300.00	91,300.00	88,800.00			270,400.00

Bid Opening AttendeesKaren Rego, Langford Community Management
Bob VanTil- Taylor Planning and Development

Certified by _____

Airbill No. ZS406110

WWW.ISO.COM

SHIP TO:
ATTN: BOB VANTIL
CITY OF TAYLOR
400 PORTER ST
ATTN: PLANNING AND DEVELOPMENT
TAYLOR, TX 76574

From:
HILL SMITH
2257 N LOOP 336 N Suite #140
-
CONROE, TX 77304
936-539-9339

W AUS

LSO GROUND
END OF BUSINESS DAY DELIVERY

Print Date: 4/20/2015
REF: RANDY MALOUF
1D00V

Shipped using PostalMate®

PC9.9.5.3

XXPRINTERXX

*City of Taylor
Attn: Planning and Development, Bob Vantil
Taylor City Hall
400 Porter Street
Taylor TX 76574*

*Rec'd
21 April '15
11:30*

SEE NOTICE ON BACKSIDE regarding USE Terms and notice of limitations of liability. Where allowed by law, all other notices, terms, conditions, and limitations of liability shall apply. This document is not an offer of insurance or any other financial product. It is provided for informational purposes only. It is not intended to be used as a basis for any financial decision. Please consult your broker for more information. Regulations: Insurance Company to be in compliance.



PROPOSAL

DATE: 4-17-15

PROPOSAL OF:

Rm Quality Construction, LLC dba Randy Malouf Builder
Hereinafter called "Bidder," "Contractor", a corporation, partnership, or individual 'doing business as'

Located in P.O. Box 813 Conroe, Texas 77305
Address of Bidder

TO: THE CITY OF TAYLOR, who for purposes of the administration of the project(s) and as the agent for each HOMEOWNER, shall be referred to hereinafter and in the Specifications as "CITY."

FOR THE PROJECTS: Demolition and disposal of existing structure(s) and construction of a maximum of Three (3) new residential homes (One home is a 2 bedroom and two homes are 3 Bedroom dwellings). Completion date on all houses listed below must be by October 30, 2015.

ADDRESS

143 2nd Avenue
603 E. Pecan Street
607 W. Rio Grande

HOMEOWNER

Billie Jean Brown (3 Bedroom, No- Step Shower)
Patha Hendricks (3 Bedroom)
Jeronimo Ruiz (2 Bedroom, No-Step Shower)

The BIDDER in compliance with your Invitation for Bids for the above referenced project, having examined the site of the proposed work; being familiar with all the conditions surrounding the work, including the availability of materials and labor, hereby agrees to furnish all labor, materials, equipment, supplies, and expenses necessary to perform the work required by the project in accordance with the Contract documents, within the allotted time; for the prices stated below.

The BIDDER agrees that his Bid(s) shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. Notice of intention to award contract shall be made within ninety (90) calendar days after the opening of Bids. The BIDDER shall make available all required documents prior to the execution of the Reconstruction Contracts.

ADDENDA: By submitting this proposal, the BIDDER acknowledges that he has received all Addenda issued. Bidder must acknowledge addenda; however, bidder is responsible for all addenda issued. I hereby acknowledge the receipt of the following addenda by number:

BID ITEMS:

BID ITEMS:

Show all amounts legibly in both WORDS AND FIGURES. In the event of discrepancy, the amount shown in words shall govern. Illegible figures and/or words shall be read and interpreted to the advantage of the Homeowner; shall not excuse the bid because of error or omission by the Bidder; or may be interpreted by the Homeowner as grounds for rejection of the bid or bids. Fill in all requested bid items. Contractor is to fill out one BID PROPOSAL and one ALTERNATE BID ITEMS form for each address listed above.

TIME OF COMPLETION:

The period for the time required for completion of work shall be ONE HUNDRED AND TWENTY (120) CALENDAR DAYS for each housing unit started, commencing upon the effective start date indicated in the "Notice to Proceed."

BIDDERS GUARANTEE TO PURSUE THE WORK TO COMPLETION:

It is agreed, that the successful Bidder shall proceed promptly and in a diligent manner with the required work. If at any time the successful Bidder fails to respond to a call for work by the Contract Administrator and seven (7) or more calendar days elapse without response then Contract Administrator may declare the Contract as cancelled, being null and void, and City or Contract Administrator shall have no further responsibility to Bidder.

Any costs incurred by the City, caused by the necessity to re-advertise or solicit bids from others for completion of the work, may result in the withholding of funds due under the Contract in amounts sufficient for others to complete the work or incurred as a result of the increased costs resultant from cancellation or as may be incurred by legal process and relief. Venue shall reside in the County of the houses.

ACCEPTANCE & REJECTION OF BIDS:

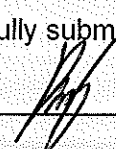
The successful Bidder will be awarded a separate contract for each house; however, the City reserves the right to accept or reject in any order, any bid, individual bid items, alternates, or irregularities or variances from the bidding requirements. Award of contract shall be based on lowest and most responsible overall bid.

Within fifteen (15) working days after notification of contract award, successful bidder is required to supply to the Contract Administrator the following:

1. Provide a list of sub-contractors, name of contact person, phone numbers (office, fax, cellular), addresses, social security number or federal employer identification number.
2. Provide documentation of required liability and contractor's insurance.
3. Provide documentation of Worker's Compensation Insurance.
4. Provide documents of DBA or other requirements showing proof that the contractor is able to work in the county where the houses are located.
5. Payment and/or Performance Bond if required by City or County.

The undersigned bidder agrees to commence work within fifteen (15) days after the date of Notice to Proceed. The undersigned hereby declares that he has visited the sites and has carefully examined the contract documents relative to the work covered by the above bid.

Respectfully submitted, (seal if the bidder is a corporation)

BIDDER:  _____

SIGNED: [Signature]

ADDRESS: P.O. Box 813 Conroe TX TITLE: President

TELEPHONE: 936-588-6331 FAX: 936-588-7644

ATTACHMENT 2: STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information as desired.

Name of Bidder: RM Quality Construction LLC Date Organized: 1983

Address: P.O. Box 813 Conroe TX Date Incorporated: —

Number of Years in contracting business under present name

CONTRACTS ON HAND:

<u>Contract</u>	<u>Amount \$</u>	<u>Completion Date</u>
<u>City of Eagle Lake</u>		<u>May 2015</u>
<u>City of Columbus</u>		<u>April 2015</u>
<u>City of Ingleside</u>		<u>May 2015</u>

Type of work performed by your company: Reconstruction

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? NO

List the projects most recently completed by your firm (include project of similar importance):

<u>Project</u>	<u>Amount \$</u>	<u>Mo/Yr Completed</u>

Major equipment available for this contract: N/A

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Attach proof of Line of Credit, Verification of Deposit or other Financial Documentation

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Contract Administrator and/or the City in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 17th day of April 2015.

By: (signature) 

Title: President

(print name) RANDY MALOUF

**TEXAS MINIMUM CONSTRUCTION STANDARDS
AND SPECIFICATIONS (TCMS)**

BID CERTIFICATION FOR ALL HOME ASSISTED UNITS

HOME Contract/RSP Number: 1001830

Contractor's Company Name: RM Quality Construction, LLC

Contractor's Name: Randy Malouf

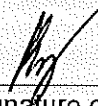
Mailing Address: P.O. Box 813
Conroe TX 77305

Contractor's Telephone: 936-588-6331

Contractor's Fax: 936-588-7644

Program Administrator's Name: CITY OF TAYLOR

1. I understand that I am bidding on a construction contract funded with federal dollars and administered by the Texas Department of Housing and Community Affairs (TDHCA). I understand that debarment by either the State of Texas or the federal government will make me ineligible.
2. I understand that all work must be completed in accordance with HOME Program requirements and, as applicable:
 - Texas Minimum Construction Standards (TMCS)
 - Texas Minimum Construction Specifications (TMC Specs)
 - International Residential Code (IRC) – new construction and reconstruction
 - All local building and Energy Efficiency codes, standards, specifications.
 - Home Plans and Specifications provided by the City or the Contract Administrator
3. I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the construction work for which I am bidding. I also understand that compliance with applicable minimum construction codes, standards, and specifications will be considered part of my contract in the event that my bid is accepted by the above-referenced Contract Administrator. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded construction contracts.
4. I understand that I must provide a one-year warranty on all work performed and that failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.
5. I understand that at least ten percent (10%) of project construction funds will be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 10% retainage.



Signature of Building Contractor

4-17-15

Date

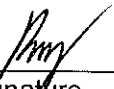
BID SUMMARY SHEET

The following is a summary of all bids submitted for homes to be assisted using funds provided by City of TAYLOR HOME Program:

Address	Homeowner Name	Base Bid Amount of Each Home
143 2 nd Ave	Billie Jean Brown	83,000. ⁰⁰
603 E. Pecan St	Patha Hendricks	81,500. ⁰⁰
607 W. Rio Grande	Jerónimo Ruiz	84,000. ⁰⁰

Total Amount bid for all homes \$ 248,500.⁰⁰

Base bids listed above are good for a period of 90 days from date of submission.
(Minimum 90 calendar days.)



Signature

Name and address phone number of Contractor submitting bid:

RM Quality Construction, LLC

P.O. Box 813

Conroe TX 77305

Phone: 936-588-6331

Fax #: 936-588-7644

E-mail address rmbuilder@consolidated.net

SCHEDULE OF WORK BID PROPOSAL PER HOUSE : 143 2nd Ave.

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	No home existing on lot.	\$ N/A
Site (Prep/Grade/Fill)	four thousand	\$ 4,000. ⁰⁰
Foundation	eleven thousand	\$ 11,000. ⁰⁰
Framing	ten thousand seven hundred	\$ 10,700. ⁰⁰
Masonry/Exterior	Eight nine hundred	\$ 8,900. ⁰⁰
Plumbing	seventy five hundred	\$ 7,500. ⁰⁰
Electrical	seventy five hundred	\$ 7,500. ⁰⁰
Doors and Windows	four thousand	\$ 4,000. ⁰⁰
Roofing	thirty five hundred	\$ 3,500. ⁰⁰
Finishes	three thousand	\$ 3,000. ⁰⁰
Fixtures	two thousand	\$ 2,000. ⁰⁰
HVAC	six thousand	\$ 6,000. ⁰⁰
Appliances	twenty five hundred	\$ 2,500. ⁰⁰
Sod-10' Perimeter around house. Grass suitable for area climate.	Twenty five hundred	\$ 2,500. ⁰⁰
Parking Slab- 4' thick by 12' wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Twenty six hundred	\$ 2,600. ⁰⁰
Driveway Approach- 4' thick by 12' wide concrete driveway approach to connect to parking pad to street. Provide curb cut if necessary. Max. Area specific to site.	Two Thousand	\$ 2,000. ⁰⁰
Additional Sidewalk- From parking slab to no-step entry. 180 Sq. Ft. Max.	eight hundred	\$ 800. ⁰⁰
No- Step Shower	Required for this house – provide bid on this item included within BASE bid forty five hundred	\$ 4,500. ⁰⁰
TOTAL BASE BID	Eighty Three thousand	\$ 83,000. ⁰⁰

SCHEDULE OF WORK BID PROPOSAL PER HOUSE : 603 E. Pecan St.

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	four thousand	\$ 4,000. ⁰⁰
Site (Prep/Grade/Fill)	four thousand	\$ 4,000. ⁰⁰
Foundation	ten thousand	\$ 10,000. ⁰⁰
Framing	ten thousand seven hundred	\$ 10,700. ⁰⁰
Masonry/Exterior	eighty nine hundred	\$ 8,900. ⁰⁰
Plumbing	seventy five hundred	\$ 7,500. ⁰⁰
Electrical	seventy five hundred	\$ 7,500. ⁰⁰
Doors and Windows	four thousand	\$ 4,000. ⁰⁰
Roofing	thirty five hundred	\$ 3,500. ⁰⁰
Finishes	three thousand	\$ 3,000. ⁰⁰
Fixtures	two thousand	\$ 2,000. ⁰⁰
HVAC	six thousand	\$ 6,000. ⁰⁰
Appliances	twenty five hundred	\$ 2,500. ⁰⁰
Sod-10' Perimeter around house. Grass suitable for area climate.	Twenty five hundred	\$ 2,500. ⁰⁰
Parking Slab- 4' thick by 12' wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Twenty six hundred	\$ 2,600. ⁰⁰
Driveway Approach- 4' thick by 12' wide concrete driveway approach to connect to parking pad to street. Provide curb cut if necessary. Max. Area specific to site.	Two Thousand	\$ 2,000. ⁰⁰
Additional Sidewalk- From parking slab to no-step entry. 180 Sq. Ft. Max.	eight hundred	\$ 800. ⁰⁰
TOTAL BASE BID	Eighty one Thousand five hundred	\$ 81,500. ⁰⁰

SCHEDULE OF WORK BID PROPOSAL PER HOUSE : 607 W. Rio Grande

Item	Bid Amount - Written Amount	Bid Amount - in \$
Demolition/Disposal	four thousand	\$ 4,000. ⁰⁰
Site (Prep/Grade/Fill)	four thousand	\$ 4,000. ⁰⁰
Foundation	ten thousand	\$ 10,000. ⁰⁰
Framing	ten thousand seven hundred	\$ 10,700. ⁰⁰
Masonry/Exterior	Eighty nine hundred	\$ 8,900. ⁰⁰
Plumbing	Seventy five hundred	\$ 7,500. ⁰⁰
Electrical	Seventy five hundred	\$ 7,500. ⁰⁰
Doors and Windows	four thousand	\$ 4,000. ⁰⁰
Roofing	thirty five hundred	\$ 3,500. ⁰⁰
Finishes	three thousand	\$ 3,000. ⁰⁰
Fixtures	two thousand	\$ 2,000. ⁰⁰
HVAC	six thousand	\$ 6,000. ⁰⁰
Appliances	twenty five hundred	\$ 2,500. ⁰⁰
Sod-10' Perimeter around house. Grass suitable for area climate.	Twenty five hundred	\$ 2,500. ⁰⁰
Parking Slab- 4' thick by 12' wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Twenty six hundred	\$ 2,600. ⁰⁰
Driveway Approach- 4' thick by 12' wide concrete driveway approach to connect to parking pad to street. Provide curb cut if necessary. Max. Area specific to site.	Two Thousand	\$ 2,000. ⁰⁰
Additional Sidewalk- From parking slab to no-step entry. 180 Sq. Ft. Max.	Eight hundred	\$ 800. ⁰⁰
No- Step Shower	Required for this house - provide bid on this item included within BASE bid Twenty five hundred	\$ 2,500. ⁰⁰
TOTAL BASE BID	Eighty four Thousand	\$ 84,000. ⁰⁰

NOTE: Selection of low bid will be determined by lowest responsible bid.

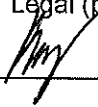
I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

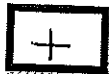
Randy Malouf

Legal (printed or typed) name of Bidder

By 

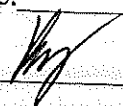
Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 1432nd Ave.

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Vinyl</u> Replace all carpeted areas with Vinyl. Specification state at least 12 mil. Smart Vinyl is preferred.	 Cost <u>2,500.</u> ⁰⁰
<u>Alternate #2: ADD GUTTERS</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. (Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.) Gutters to be installed per city code.	 Cost <u>2,500.</u> ⁰⁰
<u>Alternate #3: NO-STEP SHOWER</u> Furnish "no-step" shower with tiled walls and grab bars. When choosing this alternate, contractor shall install appropriate shower curtain that is weighted and meant for use with a "no-step" shower to avoid water leakage.	 Cost <u>5,500.</u> ⁰⁰
<u>Alternate #4: MINI BLINDS</u> 1 inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window.	 Cost <u>800.</u> ⁰⁰
<u>Alternate #5: REPLACE 4 SIDED BRICK WITH ONE SIDE HARDIPLANK</u> Replace one side brick with one side hardiplank	DEDUCTIVE  Cost <u>250.</u> ⁰⁰
<u>Alternate #6: REPLACE 4 SIDED BRICK WITH 3 SIDES HARDIPLANK</u> Replace three sides brick with three sides hardiplank	DEDUCTIVE  Cost <u>750.</u> ⁰⁰
<u>Alternate #7: Deduct demolition and disposal</u>	DEDUCTIVE  Cost <u>3,000.</u> ⁰⁰

Homeowner Signature: _____

Date: _____

Contractor Signature:  _____

Date: 4-20-15

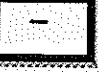
ALTERNATE BID ITEMS PER HOUSE ADDRESS: 603 E. Peconic St

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Vinyl</u> Replace all carpeted areas with Vinyl. Specification state at least 12 mil. Smart Vinyl is preferred.	 Cost <u>2,500.</u> ⁰⁰
<u>Alternate #2: ADD GUTTERS</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. (Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.) Gutters to be installed per city code.	 Cost <u>2,500.</u> ⁰⁰
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<u>Alternate #7: Deduct demolition and disposal</u>	DEDUCTIVE  Cost <u>3,000.</u> ⁰⁰

Homeowner Signature: _____ Date: _____

Contractor Signature: [Signature] Date: 4-20-15

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 607 W. Rio Grande

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Vinyl</u> Replace all carpeted areas with Vinyl. Specification state at least 12 mil. Smart Vinyl is preferred.	 Cost <u>2,500.⁰⁰</u>
<u>Alternate #2: ADD GUTTERS</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. (Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.) Gutters to be installed per city code.	 Cost <u>2,500.⁰⁰</u>
<u>Alternate #3: NO-STEP SHOWER</u> Furnish "no-step" shower with tiled walls and grab bars. When choosing this alternate, contractor shall install appropriate shower curtain that is weighted and meant for use with a "no-step" shower to avoid water leakage.	 Cost <u>5,500.⁰⁰</u>
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<u>Alternate #7: Deduct demolition and disposal</u>	DEDUCTIVE  Cost <u>3,000.⁰⁰</u>

Homeowner Signature: _____ Date: _____

Contractor Signature: [Signature] Date: 4-20-15

SPECIAL CONDITIONS, CONSTRUCTION REQUIREMENTS, & PAYMENT PROCESS

Langford Community Management Services will be providing administrative services to Grantees and household beneficiaries as part of housing rehabilitation and reconstruction of single-family homes under the Texas HOME Investment Partnerships Program (HOME) as administered by the Texas Department of Housing and Community Affairs (TDHCA). All rules, guidelines, and procedures presented in this document and all referenced documents will apply to the HOME Program. These Special Conditions have priority over all other conditions and requirements of the Contract Documents.

1. **Demolition and Disposal:**

The Contractor is responsible for demolition of existing home (and other structures that may be present on the property as directed by the Contract Administrator) unless otherwise indicated. Contractor is responsible for disposal of all demolition debris, unless otherwise indicated. Contractor must contact City to determine with which company they are contracted for waste disposal and must use the City's contracted company for all roll-offs, dumpsters, and any other disposal. Demolition and disposal must be conducted in adherence with all applicable federal, state, and local laws and regulations governing such. It is the Contractor's responsibility to be familiar with all such laws and regulations. Please note that TDHCA regulations prohibit the moving of a housing unit to another location for use. All housing units (including manufactured homes) must be demolished and disposed of properly.

2. **Materials and Site:**

All work comprised in these projects is new materials in new construction. There is no repair work unless the project is specifically bid as a "housing rehabilitation project". The Contractor shall prepare each project site. Each site shall be clean to ground line; however, there may be existing pipe and/or footings in the ground which the Contractor shall be responsible for removing (only to the extent required by the new construction); all associated costs shall be included in the base bid amount. The Contractor shall be required to provide, deliver, and distribute any soil or other fill material(s) necessary to bring site to grade, ensure proper drainage away from foundation, and achieve a buildable surface/pad for construction; all associated costs shall be included in the base bid amount.

3. **Homeowner Relationships and Preferences:**

The Contractor must recognize the special needs and concerns of the low-income, elderly and disabled clients and must ensure that all clients are at all times treated respectfully and courteously. Contractor and/or staff must conduct themselves in a professional manner at all times. Contractor shall provide samples as required by the Contract Administrator for selection of materials as cited in the individual specifications and provide a reasonable amount of time for Homeowner to make selections.

4. **Payment for Work:**

These projects are constructed with federal funds administered by state agencies. Due to the reimbursement processes, fulfillment of payment requests may take as many as 30-45 days

from the time such requests are submitted to the Contract Administrator and the City for processing and then forwarded to the State for distribution of funds.

(Note to City: The number, amounts, and timing of progress payments are matters for negotiation between the City and the Contractor, within the guidelines established by the City and HUD requirements (e.g., the holdback requirement, pre-disbursement inspection, lien waivers where applicable, etc.) Amounts may be stated as specific dollar amounts or percentages of the total Contract price, but the amount or percentage stated for progress payments must not exceed the value of the work satisfactorily performed, less the applicable holdback percentage. As a matter of good administration, the draw schedule should be reasonably related to stages of the job. The 10% retainage is released to the contractor thirty (30) days after the Certificate of Final Inspection and in compliance with TDHCA rules.)

All Draw/Payment requests (Contractor Invoices) shall be submitted to the Contract Administrator for processing.

The Contract Administrator agrees to promptly take all necessary action and obtain the signatures necessary to ensure Contractor receives any payment due under this Contract as soon as reasonably possible.

The City agrees to promptly take all necessary action and obtain the signatures necessary to ensure Contractor receives any payment due under this Contract as soon as reasonably possible.

Progress payments for work completed may be requested by the Contractor in the amounts and at the intervals specified below upon satisfactory inspection of the associated work. All payments (except the final retainage draw payment) shall be reduced by the holdback percentage of Ten Percent (10%).

The Contractor shall be entitled to request:

- First (1st) progress/draw payment upon completion of demolition, site preparation, and concrete foundation (less the ten percent (10%) holdback).
- Second (2) progress/draw payment upon completion of framing, plumbing and electrical rough-in, roofing, and installation of doors & windows (Home is "dried-in") not to exceed 50% of the contract price (less the ten percent (10%) holdback).
- Third (3) progress/draw payment upon completion of construction, satisfactory Final Inspection, and satisfactory completion of any punch list items.
- Final retainage draw payment to be released per TDHCA Home rules.

Additional draws for the value of finished work per the inspection progress reports and Schedule of Work less the 10% holdback may be requested. Additional draws shall be granted at the sole discretion of the Contract Administrator and shall be agreed upon prior to the pre-construction meeting.

The final payment shall include the holdback amounts remaining due if preceded by acceptance of the work by both the City and the Homeowner. Final payment shall be due and payable upon completion with the submission of satisfactory waiver(s) of liens and warranties to the Homeowner and City. An "All Bills Paid Affidavit" from the contractor certifying that all subcontractors and material suppliers have been paid is required prior to release of final payment. Further, affidavits from subcontractors and material suppliers may be required.

5. Workers Compensation Insurance:

Workers Compensation Insurance is required on every person employed on the project(s), except as hereinafter indicated. Accident & Accidental Death Insurance policies issued by

underwriters are not acceptable in lieu of Statutory Workers Compensation Policies. The Contractor is required to assure that each Subcontractor complies with the statutory requirements, failing thereof, shall assume all risks associated therewith.

Contractor may provide Workers Compensation Insurance covering all sub-contractors and their employees or may require that all sub-contractors provide their own Workers Compensation Insurance. In either case Contractor shall provide documentation showing that Workers' Compensation Insurance is in effect for the duration of the project to the Contract Administrator and to any agent of the State upon demand. In no instance shall examination, approval, or failure to examine or approve any associated documents relieve the Contractor (or employer as applicable) from Statutory requirements as defined by Texas Administrative Code Title 28 Section 110.110.

See attached "WORKERS' COMPENSATION INSURANCE COVERAGE" for specific statutory requirements

Proof and documentation of the above conditions must be made available for inspection, examination and review to the Contract Administrator or to any agent of the State upon demand. In no instance shall examination, approval, or failure to examine or approve any of the above conditions, relieve the Contractor (or employer as applicable) from Statutory requirements.

6. Change Orders:

Requests for "extras" or substitutions by change order may be considered, provided the request may be contractually justified and the quality of the finished product is not compromised. Prior to performing "extra" work, purchasing "extra" materials, or making any material substitutions or alterations to the home, the Contractor must have first submitted a change order request and obtained WRITTEN APPROVAL from the Contract Administrator. Change Orders are NOT to be expected, except in instances requiring:

- Unforeseen site conditions discovered after demolition that necessitate additional site preparation, such as soil contaminated by sewage that may require additional site excavation and fill. The granting of a change order to address such an issue shall not relieve the contractor of their primary responsibility to provide, deliver, and distribute any soil or other fill material(s) as necessary to bring site to grade, ensure proper drainage, and achieve a buildable surface/pad for construction as described in paragraph 2. Any approval of a change order to address such circumstance shall be at the sole discretion of the contract administrator and must be agreed to at the time of preconstruction meeting, immediately after demolition of home, or immediately upon discovery of a problem.
- Installation of handicap accessibility improvements.
- Installation of septic systems.
- Approved time delays.

Any request for reimbursement of unforeseen "extra" expenses must include a pre-approved change order request. Change Order requests for unforeseen extra expenses must include a cost estimate of the requested "extra" expenses. Any request for reimbursement of "extra" expenses not accompanied by a pre-approved change order request shall be denied and City and Contract Administrator and Homeowner shall have no liability to the Contractor for such expenses.

7. Regulatory Agencies, etc.:

Contractor must comply with all rules, regulations, and fees of regulatory agencies and similar entities having authority over the various portions of the work. Included but not limited to: City Reviews, Permits and Building Codes; OSHA; TCEQ; EPA; ADA; elemental LEAD; Asbestos; Department of Health, etc.

8. Safety of the Workplace:

Safety is the sole responsibility of the Contractor. The Contractor is responsible for any job-related illness or injury to workers and shall indemnify and hold harmless the City, County and/or Non-Profit, its consultants, agents, the project staff, and the owner of home and their family in the event an on-the-job illness or injury occurs.

9. Texas Minimum Construction Specifications and Code:

The Texas Minimum Construction Specifications are included in the Contract Documents. Where there is a question as to its meaning or application, contact the Contract Administrator for clarification. The most current edition of the International One- & Two-Family Dwelling Code shall be an integral part of the Contract Documents for the project(s). Contractor is required to obtain a copy of this Code and become familiar with its contents. Copies can be obtained from various sources, including the Southern Building Code Congress International in Austin, Texas. The conditions included in the Contract Agreement shall be included in these Special Conditions as though reprinted in their entirety herewith.

10. Wage Rates:

Mandatory Prevailing Wage Rates are not applicable to these projects.

11. Accessibility Standards for Construction:

There are alternate bids/base bids for the construction of handicapped accessible shower units. On those projects where these alternate bids are accepted or included into the base bid, construction shall comply with the requirements of the "Fair Housing Accessibility Guidelines" as published in the Federal Register, Volume 56, No. 33, pages 9497 through 9514 (and included in this Project Manual). Contractor shall be responsible for compliance with these rules. All houses at a minimum must meet IRC code 2306.514.

12. Job Site:

The Contractor shall use the site and its facilities only for the construction called for. The electrical, sanitary waste, water, and gas systems shall be used only for construction purposes and during the construction phase only. The Contractor shall obtain and display at the job site all permits and inspection tags as required by the City and/or County if required. Contractor shall not enter adjacent properties without prior permission of those property owners. Contractor shall be liable for making all arrangements for such entry and for repairing fences and any property damage caused by his operations. Contractor shall maintain the site free from waste materials, debris and rubbish. Contractor shall execute final cleaning including, but not limited to sweeping, dusting, windows and the like, prior to final inspection.

13. Scheduling and Liquidated Damages:

The Contractor agrees to commence, or cause to be commenced, the actual work described in the Schedule of Work and Timeline within fifteen (15) days of the notice to proceed or the Effective Date of this Contract, whichever is later. Liquidated damages of One Hundred Dollars (100.00) per day will be assessed to the Contractor for failure to begin within the terms of this agreement, subject to extensions for excusable delays requested through change order, or Contract is subject to termination. The Contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within one hundred and twenty (120) calendar days after the latter of: (a) date of the Notice to Proceed, or (b) the effective date of this Contract, subject to extensions approved by the Contract Administrator for the period of any excusable delays. Liquidated damages of One Hundred Dollars (100.00) per day will be assessed to the Contractor for failure to complete the project within the timeline specified subject to extensions and excusable delays. If all construction is started and completed on the project within the time frame described above, liquidated damages will not be assessed. Extensions for excusable delays must be requested and approved through change orders and, at the sole discretion of the contract administrator, may include delays caused by a utilities company's failure to disconnect, reconnect, or retire service

as required, receipt of required inspections (not including any rework required as the result of a nonconformity to home specifications or applicable building codes discovered by inspectors), and delays caused by significant inclement weather conditions (Intermittent rain events shall be expected as a normal occurrence during the construction period and may not be deemed an excusable delay unless significant flooding or extended duration of the rain event is experienced).

14. Workmanship and Warranty:

All work shall be done with skilled craftsmen and accomplished with care. Contractor will provide a written warranty to the Homeowner warranting all work one-year on repairs and on all materials and workmanship. Contractor will use all new materials. Additional warranty period can be authorized by the Contract Administrator if determined necessary due to circumstances including but not limited to unconventional construction technique or unconventional material.

15. Other Requirements and Interpretations:

The Contractor must retain all work and cost records for a minimum period of five (5) years after payment has been made and all other pending matters are closed. This requirement is to assure fair settlement of disputes or complaints that may arise, as well as to fulfill federal audit requirements. The rehabilitation and reconstruction work is federally funded. Any known or suspected incident of fraud or program abuse involving the Contractor or the Contractors staff will be reported to the appropriate local, state or federal investigative body or official. All questions regarding the requirements set forth within all associated contract documents shall be directed to the Contract Administrator; the final interpretation of which shall rest with and be the sole responsibility of the Contract Administrator.

16. Section 3 Plan:

The Contractor shall comply with "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C. F. R. 135, and all applicable rules and orders of the Department issued there under p6orto the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C. F. R. Part -135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will let any subcontract unless the subcontractor has

first provided it with a preliminary statement of ability to comply with requirements of the regulations. Compliance with the provisions of Section 3, the regulations set forth in 24 C. F. R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

17. Assignment:

Contractor shall not assign this Contract without the written authorization by the City and Contract Administrator.

18. Venue

Venue for any legal litigation shall reside in the County of the location of the project.

I HEREBY ACKNOWLEDGE HAVING READ AND CERTIFY THAT I UNDERSTAND AND FULLY ACCEPT ALL THE TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN AND WHICH SHALL BE INCLUDED IN ANY CONTRACT DOCUMENT EXECUTED PURSUANT TO THIS SOLICITATION.



Respondent's Signature

4-17-15

Date

RM Quality Construction, LLC

Name of Company

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services, or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a Social Security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-669).

By: _____

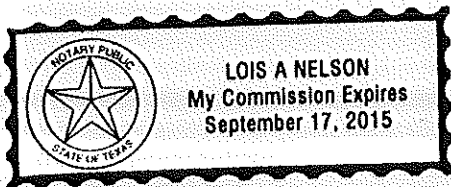
Title: _____

Subscribed and sworn to me this 17th day of April, 2015.

By: _____

Notary Public

My Commission Expires: 9-17-15



AFFIDAVIT OF NONDISCRIMINATION, NONSEGREGATED FACILITIES, ANTI-COLLUSION, AND BUSINESS RELATIONSHIPS

State of Texas

County of Montgomery

The undersigned, of lawful age, being first duly sworn upon oath, deposes and stated that I am the duly authorized agent of the bidder submitting the attached bid and am authorized by said bidder to execute the within affidavit.

I further swear that if said bidder is successful on this project, it will not discriminate against anyone in employment practice because of race, color, religion, sex, or national origin. The undersigned further states that said bidder will comply with all federal and state laws and executive orders concerning the subject of nondiscrimination.

The undersigned further states that said bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions for this project at any of its establishments, not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The bidder further agrees that a violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereto. Said bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000) which are not exempt from the provisions of the equal opportunity laws, and that said bidder will retain such certifications in its files.

The undersigned further states that said bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of prospective contracts or engaged in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; and that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Texas (or other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

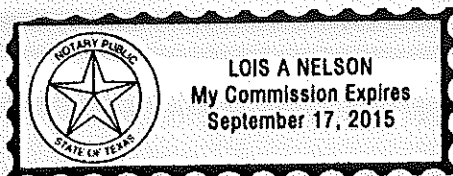
The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement, with the architect, engineer or other party to this project; or any such business relationships between any officer or director of the bidder and any officer or director of the architectural or engineering firm or other party to the project are described as follows:

NAME OF BIDDER: Rm Quality Construction, LLC

BY: [Signature]

Subscribed and sworn to before me this 17th day of April, 2015

My Commission expires: 9-17-15 [Signature]
Notary Public



STATE AND FEDERAL REQUIREMENTS AFFIDAVIT
OF PRIME BIDDER

Randy Malouf, being first duly sworn, deposes and says that:

1. He/She is President of RM Quality Construction, LLC the Bidder that has submitted the attached Bid(s);
2. He/She is fully informed respecting the preparation and contents of the attached Bid(s) and of all pertinent circumstances respecting such Bid(s);
3. Bidder attests that he/she, the firm, or any current principal of their firm is not listed on any federal, state or local (i.e., GSA/HUD/GAO) list of debarred, suspended and ineligible contractors and grantees;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, is listed on any federal, state or local (i.e., GSA/HUD/GAO) list of debarred, suspended and ineligible contractors and grantees.
5. Bidder and any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, attests compliance with the U.S. Department of Labor, U.S. Fair Labor Standards Act, U. S. Occupation Safety Health Act (OSHA), U.S. Environmental Protection Agency, Texas Department of Housing and Community Affairs and that your firm meets and will enforce all federal and state equal employment, affirmative action and non-discrimination regulations.

By: [Signature]

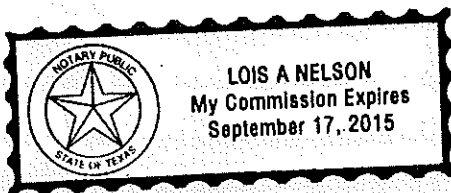
Title: President

Subscribed and sworn to me this 17th day of April, 2015.

By: [Signature]

Notary Public

My Commission Expires: 9-17-15



BIDDER'S SECTION 3 PLAN

In order to foster local economic development, neighborhood economic improvement and individual self-sufficiency, the following plan will be placed into action:

- Solicitations for subcontractor bids will be sent to a representative of the local Public Housing Authority.
- Any contractors hired to work on the HOME Investment Partnerships Program construction projects will recruit in the local low-income neighborhoods and public housing developments (this may be done via flyers, posting signs, placing ads, and/or contacting resident organizations, local community development organizations, or employment agencies to find potential new hires, as needed. Existing employees will not be terminated in order to hire Section 3 employees.
- Contractors will provide Contract Administrator with a list of Section 3 hires at the end of each project.



Name and Title of Signer (Type or Print)



Signature

4-17-15
Date

CONTRACTOR CERTIFICATIONS
CERTIFICATION OF BIDDER REGARDING: SECTION 3
AND SEGREGATED FACILITIES

RM Quality Construction, LLC dba Randy Malouf - Builders
Name of Contractor

City of Taylor Home Program RSP # 1001830
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.


Name and Title of Signer (Type or Print)

Randy Malouf - President
Signature

4-17-15
Date



First Bank

MEMBER
FDIC

February 17, 2015

TO WHOM IT MAY CONCERN:

Re: Randy Malouf
Randy Malouf Builders
RM Quality Construction, LLC

Randy Malouf dba Randy Malouf Builders and Randy Malouf, Managing Member of RM Quality Construction, LLC, has been a customer of First Bank, N.A. (formerly First Bank of Conroe, N.A.) since May 1, 1986. They currently have Revolving Lines of Credit with us in an aggregate amount of \$1,110,600.00 and have always performed in accordance with the established terms.

The outstanding balance due on the Lines of Credit is currently at \$329.23. The average daily balance on their deposit accounts, is currently in the low six (6) figure range.

Should you need further information or check approval, please feel free to contact me at (936) 525-2208 or my assistant Nancy Edwards at (936) 523-1314.

Sincerely,

Andrew P. Cantu
Executive Vice President

APC/ne

BIDDER'S EXPERIENCE

List below the names, addresses and phone numbers of five (5) references for which you (or your firm) have performed new home construction/ reconstruction/rehabilitation activities in the past three (3) years

REFERENCES:

	Name/address Phone Number If HOME Program	Describe Type of Work
1.	BRANT WORKS (361) 287-3341 Donna Johnson	Reconstruct
2.	Lingford + Assoc. (512) 452-0432 Karen Rego	Reconstruct
3.	TRAYLOR & ASSOC (903) 581-0500 MARK TAYLOR	Reconstruct
4.	SHAW (409) 273 9144 ERIC	Reconstruct
5.		

Each reference will be contacted and asked the following questions:

1. Specifically, what work was completed by this firm or individual?

2. Please rate the quality of work completed. Was the contractors work?

_____ Very Good _____ Good _____ Fair _____ Poor

3. Did the contractor complete the work in a timely and efficient manner?

4. Was a twelve (12) month warranty provided for work? If so, were warranty items performed in a timely manner? Did conflicts occur?

Number of years your firm has performed: New home construction: _____ years

Rehabilitation work: _____ years

A minimum of five (5) years' work experience each in new home construction and/or housing rehabilitation is required.

FINANCIAL & TECHNICAL RESOURCES

A. FINANCIAL RESOURCES

1. List five (5) trade references from which you or your firm has purchased materials within the last twelve (12) months. Relatives are not accepted so do not list relatives. Additional references can be listed to ensure that five (5) references can be contacted.

a. Has this firm been timely in meeting their financial obligations?

b. Would you characterize this firm as honest, fair and responsible?

c. Have you or would you extend credit to this individual/firm?

Reference	Name	Address	Phone
1.	McCoys Building	1200 J-35 North San Marcos	512) 395-6646
2.	Gulf N BASCO	PO Box 445 Houston 77001	713) 645-6611
3.	Live Oak Materials	PO Box 1269 Arkansas Pk	361) 775-0065
4.	Lowe's	PO Box 530154 Atlanta GA	
5.	Acme Brick	PO Box 99198 Fort Worth, TX	

B. TECHNICAL RESOURCES

1. Field Staff Experience: Who will supervise the work performed pursuant to this solicitation? Attach resume(s) showing relevant technical knowledge and expertise or all supervisors. (Resumes must be provided for any new supervisors when hired or assigned to work on the projects being bid.)

2. Trades: Do you have the following trades working for you or will you be subcontracting the work? (Use additional sheets as necessary.)

Trade	Employee Name(s)	Subcontracted (Name)	Worker Comp Ins. Yes or No
Foundation		Jose Balderas	No
Plumbing		Shivers Plumbing	Yes
Electrical		C + R Electric	Yes
HVAC		Mason Air	Yes
Roofing		Manuel Rivera	No
Painting		Billy Brown	No
Sheet Rock		DAVID ROTTAN	Yes
Carpentry		Rufino Aguirre	No
Windows		"	No
Floor Covering		Floorcoverings of Houston	Yes
*Lead-Based Paint Abatement			



City Council Meeting

May 14, 2015

Agenda Item Transmittal

Agenda Item #: 14

Agenda Title: Consider introducing 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 Abandonment

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 abandonment.

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 Planning and Zoning Commission will be considering this item during their May 12, 2015 regular meeting. Staff will present information regarding the outcome of this meeting to the City Council during the May 14, 2015 meeting.

Staff recommends approval of the abandonment.

6. REFERENCE FILES

14a. [Ordinance 2015-06](#)

14b. [Legal description .002 acre](#) Map-Exhibit A

14c. [Legal description .051 acre](#) Map-Exhibit B

14d. [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

APRIL 30, 2015

**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;

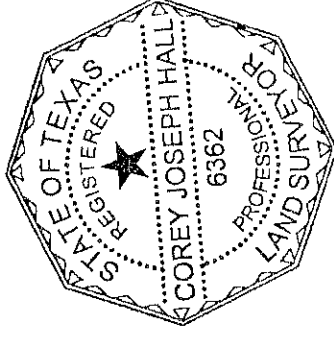
THENCE North 68°20’29” East, continuing over and across said Mills Street, a distance of **2.00 feet**, to the **POINT OF BEGINNING**, containing according to the dimensions herein stated an area of **0.002 Acres (88 Square Feet)**.

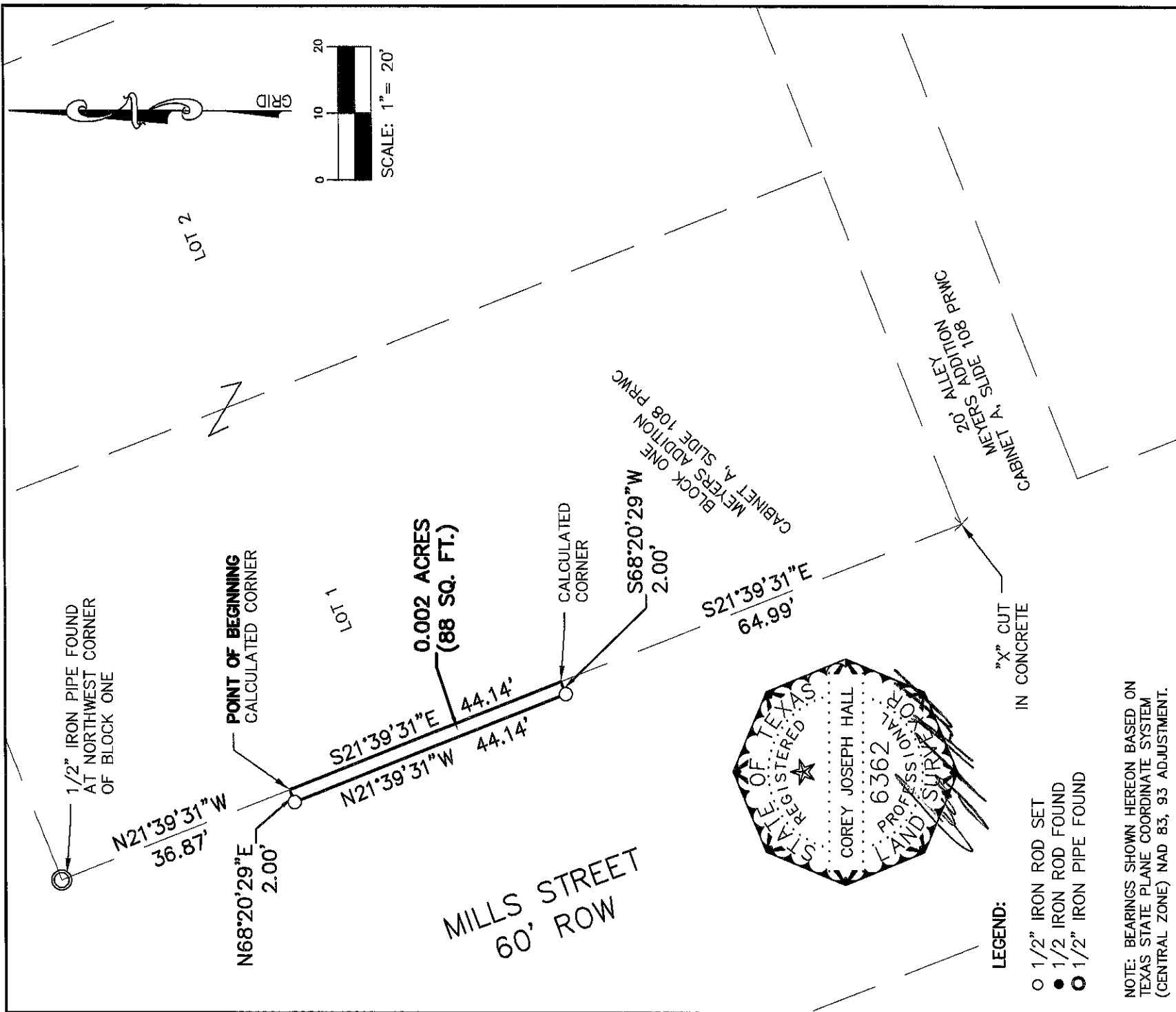
Surveyor’s Note: Attention is invited to accompanying plat for visible utilities, improvements and roadways.



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





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).

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
Z: \AUTOCAD\PROJECT DRAWINGS\2015 DRAWINGS\15-156 MILLS STREET.dwg 4/30/2015 3:29 PM

BRYAN TECHNICAL SERVICES, INC.

BTS

911 NORTH MAIN
TAYLOR, TX 76774

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500
surveying@austin.tx.com
bryantechnicalservices.com

STATE OF TEXAS
COUNTY OF WILLIAMSON

APRIL 30, 2015

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;

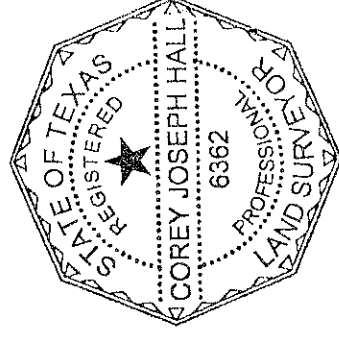
THENCE North 21°39’31” West, with the East line of said Mills Street, a distance of **20.00 feet**, to the **POINT OF BEGINNING**, containing according to the dimensions herein stated an area of **0.054 Acres (2,343 Square Feet)**.

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



WEST LAKE DRIVE
60' ROW



LOT 2

LOT 3

LOT 1

S21°39'31"E
146.00'

MILLS STREET
60' ROW

BLOCK ONE
MEYERS ADDITION BLOCKS
CABINET A, SLIDE 108 PRWC

0.054 ACRES
(2,343 SQ. FT.)

S21°39'31"E
20.00'

N68°20'29"E 117.14'
MEYERS ADDITION
20' ALLEY
CABINET A, SLIDE 108 PRWC

POINT OF BEGINNING
"X" CUT
IN CONCRETE

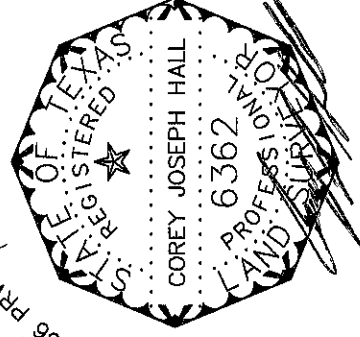
N21°39'31"W 20.00'

LOT 1

BLOCK 2

LOT 2

MEYERS ADDITION BLOCKS
CABINET TWO AND THREE
SLIDE 166 PRWC



LEGEND:

- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- 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.

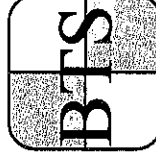
RE: SCHROEDER, PROJ. NO. 15-156 ALLEY ABANDONMENT

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

BRYAN TECHNICAL SERVICES, INC.



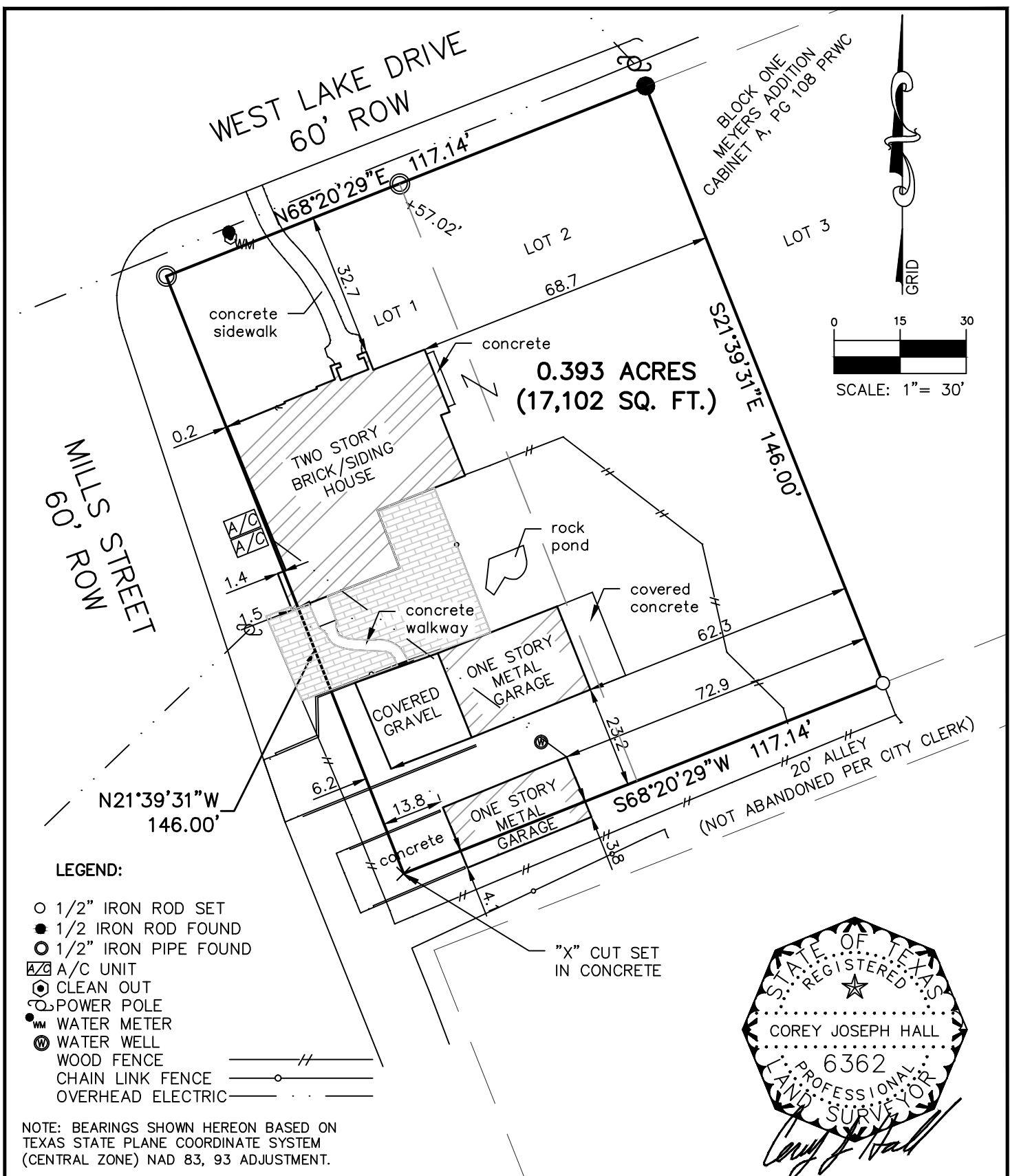
911 NORTH MAIN
TAYLOR, TX 76774

FIRM No. 10128500

surveying@austin.tx.com

bryanttechnicalservices.com

PHONE: (512) 352-9090
FAX: (512) 352-9091



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

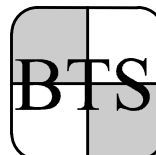
RE: SCHROEDER, GF# 15051994, PROJ. NO. 15-156

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.



911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500

surveying@austin.rr.com
bryantechnicalservices.com



***City Council Meeting
May 14, 2015
Agenda Item Transmittal***

Agenda Item #: 15
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

15a. [Applications received.](#)

15b. [Roster](#)



City of Taylor Boards and Committee Application

RECEIVED

MAR 11 2015

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? ☒ 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 <u>Gary Gola</u>
Address (Residence and Mailing)
<u>1806 Cypress Cove</u>
<u>Taylor, TX 76574</u>
How long at this residence? <u>26 years</u>
Phone (Home) _____
Cell Phone: <u>512.771.2413</u>
Fax: <u>512.365.1576</u>
Email: <u>Gary@GolaRealtors.com</u>

Occupation: <u>Real Estate Broker</u>
Employer: <u>Self</u>
Address: <u>105 W 4th, Taylor, TX 76574</u>
Work Phone: <u>512.365.9548</u>
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

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.

NOV/24/2014/MON 04:50 PM Taylor Housing Auth

FAX No. 512 365 5464

P. 002



City of Taylor Boards and Committee Application

RECEIVED
NOV 25 2014

PLEASE TYPE OR PRINT CLEARLY:

Name Ebay Green

Address (Residence and Mailing)

100 Twin Springs Rd.
Georgetown, TX 78633
How long at this residence? 9 years

Phone (Home) _____

Cell Phone (512) 940-5069Fax (512) 365-5464Email egreen@taylorha.orgOccupation Executive DirectorEmployer Taylor Housing Auth.
 Address 311 E. 7th
Taylor, TX 76574
Work Phone (512) 352-3231 ext. 110Business 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.) : (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

Ebay 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 downtown 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 28 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 ☒ 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 <u>Adam Mosier</u>	Occupation <u>Engineer</u>
Address (Residence and Mailing) <u>3616 Far West Blvd #117-445</u> <u>Austin, TX 78731</u>	Employer <u>HDi Plastics Inc.</u>
How long at this residence? <u>3 yrs</u>	Address <u>601 W. 2nd St</u> <u>Taylor, TX 76574</u>
Phone (Home) <u>512-309-5110</u>	Work Phone <u>512-309-5002</u>
Cell Phone _____	Business owner? ☐ Yes ☒ No
Fax <u>512-233-1087</u>	Additional information? _____
Email <u>adam@hdiplastics.com</u>	_____

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.taylor.tx.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

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? 24yr

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.)

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

8yr Former Real Estate Broker, Former business owner & LANDLORD

23yr 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 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
May 14, 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

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
- Water conservation efforts increased and publicized
- 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: Street committee working on options.
- 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
- Sidewalks maintenance and repair

Hill:



***City Council Meeting
May 14, 2015
Agenda Item Transmittal***

Agenda Item #: 17
Agenda Title: Executive Session. (Economic Development)
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 551.087 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 May 14, 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. |
| ☒ | 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 14th day of May, 2015.

Mayor



***City Council Meeting
May 14, 2015
Agenda Item Transmittal***

Agenda Item #: 18
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. [Joint Executive Session form](#)