

AGENDA

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

APRIL 28, 2022, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

RECOGNITIONS / PROCLAMATIONS

1. Motorcycle Safety and Awareness Month.
2. Fair Housing Month proclamation.
3. National Police Week proclamation.

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. Public comments are limited to 3 minutes.)

BOARDS & COMMISSION PRESENTATION

4. Planning & Zoning Commission update. (Donna Frazier, Chairman)

CONSENT AGENDA

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

5. Approve minutes from the April 14, 2022 regular City Council meeting. (Dianna McLean)
6. Consider Ordinance 2022-11 updating the Cemetery Rules and Regulations. (Jim Gray)
7. Consider approving CDBG-MIT Grant, through the General Land Office, start-up documents which includes the following: (Jeff Jenkins)
 - Resolution R22-14, authorizing the Mayor, City Manager and Deputy City Manager to sign contractual documents for the grant and authorize Mayor, City Manager, Deputy City Manager and Finance Director to sign financial documents, and
 - Resolution R22-15, adopts/reaffirms policies and procedures.
 - Amendment #1 to Langford Community Manager Services

PUBLIC HEARINGS / ORDINANCES

8. Hold a public hearing and introduce Ordinance 2022-15 regarding an amendment to the Envision Taylor Comprehensive Plan. (Tom Yantis)
9. Hold a public hearing and introduce Ordinance 2022-13 regarding PZ-2022-1450, a change of zoning request on approximately 0.44 acres of land, generally located near the intersection of Old Granger Road and Grace Lane from Single Family Residential Zoning District (R-1) to Local Business District (B-1). (Tom Yantis)
10. Hold a public hearing and introduce Ordinance 2022-14 amending Ordinance 2019-28, changing the zoning of approximately 756.00 acres of Single-Family Residential Zoning District (R-1) to 756.00 acres of General Commercial Zoning District (B-2) with a Commercial Planned Development Overlay (B-2/CPD), addressed as 201 FM 3349, Taylor, Williamson County, Texas. (Tom Yantis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. Presentation from the Capital Area Rural Transportation System (CARTS) regarding services in Taylor. (Tom Yantis/Dave Marsh)
12. Receive presentation of post-incident analysis of the March 21st tornado event. (Daniel Baum)
13. Update on the 2022 Blackland Prairie Days festival. (Jan Harris)
14. Discussion and possible direction to staff regarding the suspension of the prohibition of alcoholic beverages on public property and rights-of-way within the Central Business District. (Tom Yantis/Mark Schroeder)

The City Council may take action on any executive session item listed on this agenda after they reconvene into regular session.

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

- a. CAUSE NO. 19-0043-C26, Claudia Payne, vs. City of Taylor

15. Take any action regarding 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 items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on April 25, 2022 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: Dianna McLean Date 4-25-2022
Dianna McLean, City Clerk



City Council Meeting *April 28, 2022* *Transmittal Letter*

STRATEGIC PILLAR

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

Agenda Item #: 1
Agenda Title: Motorcycle Safety Month proclamation

Council Action to be taken: Read and present proclamation

Department Submitted:

Staff Contact: Dianna McLean, City Clerk

1. PURPOSE/DESCRIPTION

To recognize the month of May as Motorcycle Safety Month.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Trent Pope with the Central Texas Independent Riders group is requesting a proclamation from the City of Taylor recognizing the month of May 2022 as Motorcycle Safety Month. This is the third year in a row the City has done this proclamation.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
N/A	N/A

4. RECOMMENDATION

Read and present the proclamation.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

1a. [Proclamation](#)

Proclamation

Motorcycle Safety Awareness Month

Whereas, the motorcycle is a popular means of transportation for commuting and recreational use; and

Whereas, as a matter of safety these riders must be trained to safely operate their motorcycle to prevent injuries and deaths when sharing the streets and highways with other vehicles; and

Whereas, it is equally important that all drivers increase their awareness of motorcycles on the highways and know the rules of the road; and

Whereas, the annual observance of Motorcycle Safety Awareness Month raises public awareness for safe motorcycle riding.

Now, therefore, I, Brandt Rydell, Mayor of the City of Taylor, Texas, do hereby proclaim May as Motorcycle Safety Awareness Month.

Proclaimed this 28th day of April 2022.

Brandt Rydell, Mayor



City Council Meeting *April 28, 2022* *Transmittal Letter*

STRATEGIC PILLAR

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

Agenda Item #: 2
Agenda Title: Proclamation of May as Fair Housing Month

Council Action to be taken: Receive report

Department Submitted: City Management

Staff Contact: Jeff Jenkins

1. PURPOSE/DESCRIPTION

To proclaim May 2022 as Fair Housing Month. By proclaiming Fair Housing Month this helps the City of Taylor meet publication requirements for federal grant funded programs.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Ensure equal access to housing and help City meet federal grant requirements	Some restaurant/retailers may not fit strong vision within comprehensive plan.

4. RECOMMENDATION

Proclaim May as Fair Housing Month

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS (In order of preference)
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NA

8. ATTACHMENTS

2a. [Proclamation](#)

Proclamation

Fair Housing Month

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, during the month of May, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, we, the City Council of the City of Taylor, do proclaim May as Fair Housing Month in the City of Taylor and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

PROCLAIMED this the 28th day of April, 2022.

Brandt Rydell, Mayor



City Council Meeting *April 28, 2022* *Transmittal Letter*

STRATEGIC PILLAR

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

Agenda Item #: 3
Agenda Title: National Police Week is May 11-17, 2022

Council Action to be Taken: Present Proclamation

Department Submitted: Police

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

To recognize National Police Week and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

There are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Taylor Police Department. Approximately 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries.

In 2021, there were 609 Officers killed in the line of duty, including 432 from COVID-19 and 62 by gunfire. Unfortunately, Texas had 106 Officers killed in the line of duty, more than any other state. Next was Florida, with 55 Officers killed in the line of duty.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Honoring fallen law enforcement officers.	N/A

4. RECOMMENDATION

Mayor Rydell to sign and issue the National Police Week Proclamation.

5. FUNDING SOURCE

There is no fiscal impact associated with this proclamation

6. TIMELINE

May 15, 2022, is designated by the Congress and President of the United States as Peace Officers Memorial Day in honor of all fallen officers and their families and the week in which it falls is, May 11-17, 2022, as National Police Week.

7. OTHER OPTIONS (In order of preference)
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Not issue Proclamation.

8. ATTACHMENTS

3a. [National Police Week Proclamation](#)

Proclamation

NATIONAL POLICE WEEK

Whereas, the members of the Taylor Police Department play an essential role in safeguarding the rights and freedoms of all citizens of Taylor; and

Whereas, our police officers recognize their duty to serve the community by protecting our citizens against violence or disorder and they have established a reputation for preserving the rights and security of all citizens; and

Whereas, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U. S. flags should be flown at half staff;

Whereas, we seek to honor the service and sacrifice of those law enforcement officers killed or disabled in the line of duty while protecting our communities and citizens against violence.

Now, therefore, as Mayor of the City of Taylor I do hereby proclaim the week of May 11-17, 2022 as Police Week.

Proclaimed this 28th day of April, 2022.

Brandt Rydell, Mayor



City Council Meeting *April 28, 2022* *Transmittal Letter*

STRATEGIC PILLAR

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

Agenda Item #: 4
Agenda Title: Planning and Zoning Commission Update

Council Action to be taken: Receive report

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

Planning and Zoning Commission Chair, Donna Frazier will provide the City Council a brief update on the commission's responsibilities and activities over the past year.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Council directed Boards and Commissions chairs to update the Council annually on their accomplishments and goals.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Keeps the Council abreast of the activities of its boards and commissions	N/A

4. RECOMMENDATION

Receive report

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

4a. [Presentation](#)

City of Taylor Planning & Zoning Commission

Update to City Council

April 28, 2022

Donna Frazier, Chair



The Planning & Zoning Commission's Authority

- State law – Chapter 211 Texas Local Government Code (LGC)
 - Home-rule cities shall appoint a zoning commission
 - Commission must prepare a report to Council on all zoning changes
 - Commission must hold a public hearing on all zoning changes
- State law – Chapter 212 Texas (LGC)
 - Planning Commission responsible for approval and disapproval of plats – HB 3167 in 2019 formalized the process and all plat disapprovals now go to P&Z

The Planning & Zoning Commission's Authority

- City of Taylor Code of Ordinances – Chapter 21, Articles II and III
 - Merged planning commission and zoning commission
 - No fewer than 9 members

“The purpose and duties of the planning commission shall be to advise and assist the city council on various matters pertaining to the good and betterment of the city. Without in any manner intending to limit the foregoing, the planning commission shall have all powers provided by statute for a city planning commission and further shall have the power and it shall be its duty to make or cause to be made and recommend for adoption a comprehensive city plan as a whole or in parts for the future development and redevelopment of the city and its environs which shall include, but shall not be limited to, the following:”

The Planning & Zoning Commission's Authority

- City of Taylor Zoning Ordinance – Chapter 8
 - Review, hold public hearing and make recommendation to Council on all zoning changes, including overlays (RPDs/CPDs)
 - Review, hold public hearing and make recommendation to Council on all specific use permits
- City of Taylor Subdivision Ordinance – Chapter 3
 - Review and approval of preliminary plats
 - Review and approval of final plats
 - Review and disapproval of all plats (even administrative)
 - Review and consideration of variances to Subdivision Ordinance

Planning & Zoning Commission Activity

- Meetings held

2014	2015	2016	2017	2018	2019	2020	2021
7	4	9	13	10	8	11	12

- Cases processed

Years	Rezoning	Rezoning Planned Development	SUPs	Prelim. Plat	Final Plat	Subdivision Improvement Plans	Site Development
2017	13	N/A	7	5	8	N/A	N/A
2018	6	N/A	1	2	9	N/A	N/A
2019 *	6	N/A	0	9		1	N/A
2020 *	4	2	2	6		2	11
2021 *	2	7	2	19		5	9

* HB 3167 - All plat applications which cannot be approved must go to P&Z for disapproval

Other Activity in 2021

- Held workshops and participated in community meetings for the Envision Taylor Comprehensive Plan
- Held a joint meeting with City Council regarding the Envision Taylor Comprehensive Plan
- Welcomed new members to the commission

Questions



City Council Meeting
April 28, 2022
Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 5
Agenda Title: Approve minutes from the April 14, 2022 regular Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Dianna McLean

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

5a. [April 14, 2022 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
April 14, 2022 at 6:00 p.m.

Mayor Rydell declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro-Tem Gerald Anderson
Council Member Robert Garcia
Council Member Mitch Drummond
Council Member Dwayne Ariola
Mayor Brandt Rydell

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Mark Schroeder, Assistant City Attorney
Dianna McLean, City Clerk

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. Child Abuse Prevention and Awareness Month

Councilmember Garcia read the proclamation and presented it to Tori Algieri, Child Advocacy Center, and BACA, Bikes Against Child Abuse.

CITIZENS COMMUNICATION

Scott Dean, 1725 Lexington St. – supports the Mamma Jamma bike ride event.

Stan Oliver, 1941 TH Johnson – concerned about sewer rates and there not being an escalation process. City Manager to contact Mr. Oliver about rates/process.

CONSENT AGENDA

- 2. Approve minutes from the March 24, 2022 regular City Council meeting.**
- 3. Concur with preliminary financials for February 2022.**
- 4. Consider purchase of replacement fire department vehicle.**
- 5. Consider Approving Resolution R22-13 approving a Shared Service Arrangement for Participation in the Goodbuy Purchasing Cooperative.**
- 6. Approve Resolution R22-12 regarding temporary street closures for Main Street activities and events in 2022.**
- 7. Approve request from Main Street Advisory Board to have Texas Beer Company sell wine and beer and to allow consumption throughout the festival areas including Heritage Square for Blackland Prairie Days, the Main Street Car Show, and the Music on Main Concert Series.**

Councilmember Garcia asked to pull item #7 for separate consideration.

Motion was made by Councilmember Ariola to approve consent agenda items 2 through 6 as presented. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

- #7. Councilmember Garcia asked if anybody/business can apply to sell alcohol at city sponsored events. Jan Harris, Main Street Manager, stated yes, any business could apply.

Motion was made by Councilmember Garcia to approve consent agenda item #7 as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

8. Introduce Ordinance 2022-11 updating the Cemetery Rules and Regulations

Morgan Cook, Cemetery Manager – gave a presentation on the history, maintenance, needs and rules/regulations of the cemetery. Applying the Rules and Regulations in a separate “policy” within the Rules and Regulations Booklet will allow the Ordinance to be maintained with minimal to no updates, while allowing the Rules and Regulations Booklet to be updated and adjusted in a timely manner to adapt to industry and cultural standards and norms.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR TEXAS AMENDING THE TAYLOR CODE OF ORDINANCES CHAPTER 6 CEMETERIES ARTICLE I SECTION 6-3 MANAGEMENT OF THE CEMENTERY; SECTION 6-4 CONVEYANCE OF LOTS AND SPACES; SECTION 6-6 INTERNMENTS AND DISINTERNMENTS; SECTION 6-7 CHARGES GENERALLY; DELETING AND RESERVING SECTION 6-9; DELETING AND RESERVING SECTION 6-10; AMENDING ARTICLE II THIRD ADDITION TO CEMETERY BY DELETING AND RESERVING SECTION 6-27; AMENDING ARTICLE III FOURTH ADDITION BY AMENDING SECTION 6-45; DELETING AND RESERVING SECTION 6-46 ; ADOPTING CEMETERY RULES AND REGULATIONS; PROVIDING A REPEALER; AND PROVIDING A SAVINGS CLAUSE.

This was the first reading. No action was taken.

9. Hold Public Hearing on designation of Reinvestment Zone No. 9.

Brian LaBorde, City Manager - In accordance with CH 312 of the Texas Tax Code, the City is required to hold a public hearing to amend an existing Reinvestment Zone, Zone #8, prior to any consideration of any tax abatements. Samsung has submitted a request to amend the boundaries of the existing Reinvestment Zone # 8, to incorporate more properties purchased after the original ordinance was passed in September. The expansion of this zone does not extend any current abatements to any of the new properties in the expansion.

Mayor Rydell opened the public hearing at 6:41PM. With no one appearing, the public hearing was closed at 6:42PM.

10. Introduce Ordinance 2022-12, designating Reinvestment Zone No. 9.

Brian LaBorde, City Manager - The new zone will be called Reinvestment Zone # 9 or Technology Expansion Zone that will take the place of the existing Reinvestment Zone # 8.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, DESIGNATING REINVESTMENT ZONE NO. 9; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

This was the first reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. Receive presentation from Retail Coach regarding Taylor's trade area analysis and recruitment services.

Aaron Farmer, Retail Coach – gave a presentation regarding the completed data analysis of Taylor's trade area and an update on the next steps with recruitment services.

Motion was made by Councilmember Councilmember Garcia to receive the Retail Coach presentation as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

12. Receive update on the CDBG project list and approve modifications to the list.

Jacob Walker, HDR Engineering – presented and explained a proposed update to the approved project list for future CDBG applications. HDR and the City recommends reprioritizing the projects to be able to leave Old Coupland as-is and reconstruct all of Highland Drive's waterline where major maintenance problems persist.

Motion was made by Councilmember Ariola to approve the reprioritizing of the CDBG project list as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

13. Consider options on the 2022 CIP Bull Branch Walking Trail Reconstruction.

Jacob Walker, HDR Engineering – staff has prepared three options for the reconstruction: (1) Reconstruct the trail now with concrete; (2) Reconstruct the trail with concrete at the same time as the Donna Channel project; (3) Reconstruct the trail internally with the Public Works asphalt level-up program this Fall and rebuild fully with Donna Channel project. Staff recommends option 3.

Motion was made by Councilmember Garcia to go with option 2, reconstruct the trail with concrete at the same time as the Donna Channel project. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

Mayor Rydell read the executive session item and adjourned into closed session at 7:31PM.

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

- a. Samsung project

14. Take any action regarding Executive Session I.

Mayor Rydell reconvened into open session at 8:43PM. No action was taken.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 8:43p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk



City Council Meeting ***April 28, 2022*** ***Transmittal Letter***

STRATEGIC PILLAR

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

Agenda Item #: 6
Agenda Title: Consider Ordinance 2022-11 updating the Cemetery Rules and Regulations

Council Action to be taken: Accept or Reject Revised Ordinance

Department Submitted: Public Works

Staff Contact: Jim Gray, Public Works Director
Morgan Cook, Cemetery Coordinator

1. PURPOSE/DESCRIPTION

To update the City Cemetery Ordinance along with Rules and Regulations.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The current Cemetery Ordinance is currently out of date and out of touch with current funeral industry trends and norms. The funeral industry has changed at a rapid pace due to changes in cultural influences and current events. The outdated ordinance is difficult to apply to current customs of service types, i.e., the ratio of casket burials vs. cremations. Along with adjusting to new industry and cultural norms, the ability to beautify and care for the cemetery grounds has grown difficult due to the unclear and outdated rules and regulations in the current ordinance. Updating the ordinance to be a minimum and apply the Rules and Regulations in a separate “policy” within the Rules and Regulations Booklet will allow the Ordinance to be maintained with minimal to zero updates, while allowing the Rules and Regulations Booklet to be updated and adjusted in a timely manner to adapt to industry and cultural standards and norms.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Improves the aesthetics and appearance of the cemetery overall. • Decreases the amount of clutter and trash in the cemetery. • Allows mowing and upkeep to be performed more efficiently. • Provides a more clear and concise instruction to families and funeral homes.	• As we continue to enforce the current Rules and Regulations with beautification, we will continue to receive pushback from families. • Will require staff to learn new policy regarding rules and regulations • The current inability to update the general public on a large scale of new policies and rules.

4. RECOMMENDATION

Staff recommends Council adopt the Ordinance

5. FUNDING SOURCE

N/A

6. TIMELINE

April 14, 2022 – Introduce ordinance

April 28, 2022 – Consider ordinance

7. OTHER OPTIONS (In order of preference)

Amend or Reject Revised Ordinance

8. ATTACHMENTS

6a. [Draft Ordinance 2022-11](#)

6b. [Exhibit A - Proposed Rules and Regulation booklet](#)

6c. [PowerPoint presentation](#)

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR TEXAS AMENDING THE TAYLOR CODE OF ORDINANCES CHAPTER 6 CEMETERIES ARTICLE I SECTION 6-3 MANAGEMENT OF THE CEMENTERY; SECTION 6-4 CONVEYANCE OF LOTS AND SPACES; SECTION 6-6 INTERNMENTS AND DISINTERNMENTS; SECTION 6-7 CHARGES GENERALLY; DELETING AND RESERVING SECTION 6-9; DELETING AND RESERVING SECTION 6-10; AMENDING ARTICLE II THIRD ADDITION TO CEMETERY BY DELETING AND RESERVING SECTION 6-27; AMENDING ARTICLE III FOURTH ADDITION BY AMENDING SECTION 6-45; DELETING AND RESERVING SECTION 6-46 ; ADOPTING CEMETERY RULES AND REGULATIONS; PROVIDING A REPEALER; AND PROVIDING A SAVINGS CLAUSE.

Whereas, the Taylor City Council adopted Ordinance no. 2002-43 January 9, 2003, establishing procedures necessary for operation of the Taylor City Cemetery; and

Whereas, proper Cemetery maintenance is essential for the esthetics, beauty, and general operation of the Cemetery required in the best interest of the public and Taylor citizens; and

Whereas, the City Council has determined this amendment is required for proper and efficient operation of the Cemetery.

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

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

SECTION 2. Article 1 Section 6-3. - Management of the Cemetery is amended to read as follows:

The city manager shall have general charge and supervision of the city cemetery and shall have full authority to employ, hire and fire any of said employees that he may deem necessary. The city manager shall have authority to employ a sexton also known as, Cemetery Clerk, or Cemetery Coordinator, who shall have charge of the day-to-day operation of said cemetery under the control and direction of the city manager. The city manager shall cause to be kept duplicate records of all lots and spaces sold so that the same

can be found and properly identified and he shall see that all maps and plans of the grounds are preserved.

SECTION 3. Article 1 Section 6-4. - Conveyance of lots and spaces is amended to read as follows:

All lots and spaces in the city cemetery shall be conveyed to the purchaser by special warranty deed duly executed by the city manager and attested to by the City Clerk with the City seal impressed thereon. The deed shall contain a provision making the sale subject to the terms and conditions of this article applicable to the cemetery.

In purchasing a cemetery lot or space, the City of Taylor retains ownership of the land with only the interment rights being owned by the purchaser.

SECTION 4. Article 1 Section 6-6. - Interments and disinterments is amended to read as follows:

(a) No disinterment shall be allowed in the city cemetery except by the written consent of the city manager upon written order of the owners of said lot. Disinterment shall only be made under the direction of the cemetery authorities and in conformity with state laws. Before any grave in the cemetery is permitted to be opened for disinterment, a written order shall be required from the owner of said lot or space on which said grave is situated and the same shall only be opened after receiving written permission to open same from the city manager. Application for interring a body shall be made to the city sexton, and he/she shall issue a permit for such interment, providing such application by proper certificates, as required by the Taylor City Cemetery and state law. In said application for interment there shall be stated that said burial will take place and such evidence, as may be necessary, to show that the owner of said lot or space has consented to the burial of said remains on said lot or space. Application for interment must be made at the sexton's office, as follows:

(A) All interments and disinterments must be applied and requested for no later than 48 hours from the time of services. Saturday, Sunday, and Holidays set by the City of Taylor shall not count towards the 48-hour time frame.

(b) At the time of making of said application for interments the party making such application shall pay in full to the sexton any applicable charges in relation to the interment or disinterment.

Pre-payment of the cost for interment will not be accepted. Any pre-payment for the cost of interment previously accepted prior to the passing of this ordinance is only applied at face value and the difference between the amount pre-paid and the price at the time of interment will be due upon the interment application.

(c) In case of disinterment from a single grave or re-interment in spaces of other owners no allowance will be made for the grave vacated and a relinquishment of such grave to the city shall be required before an order is issued for disinterment.

(d) When single graves described in subsection (c) are vacated by disinterment by the view of re-interring in a higher priced grave or space the price originally paid for such grave or space shall be allowed in part payment on the new purchase price, the usual charge for disinterring and interring to be made in both cases.

SECTION 5. Article 1 Section 6-7. - Charges generally is amended to read as follows:

The city council may from time to time fix the prices at which lots or single spaces may be sold and may from time to time establish fixed charges for digging the graves and other services to be performed by the sexton.

SECTION 6. ~~Section 6-9.~~ Is deleted and reserved.

SECTION 7. Article 1 Section 6-10 Rules and Regulations is amended to read as follows:

The cemetery rules and regulations shall be contained in the City of Taylor Cemetery Rules and Regulations and have the same authority and may be enforced as if contained in the Code of Ordinances.

SECTION 8. The City Council hereby adopts, modifies, and amends the City of Taylor Cemetery Rules and Regulations now set forth in Exhibit "A" attached hereto and incorporated in this Ordinance as though fully transcribed herein for all purposes. The Rules and Regulations shall have the same authority of this Ordinance and may be enforced as part of this Ordinance having the same penalties prescribed for violation of a City ordinance.

SECTION 8. Article 1 Section 6-11 is deleted and reserved.

SECTION 9. ARTICLE II. - THIRD ADDITION TO THE CITY CEMETERY Section 6-27 is deleted and reserved.

SECTION 10. ARTICLE III. FOURTH ADDITION TO CITY CEMETERY Section 6-45. is deleted and reserved.

SECTION 11. ARTICLE III. FOURTH ADDITION TO CITY CEMETERY Section 6-46. is deleted and reserved.

SECTION 12. Prior ordinances of the City or the Taylor City Code dealing with or applicable to the City of Taylor Cemetery Rules and Regulations are hereby amended to the extent of any conflict herewith, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

SECTION 13. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

In accordance with Article 8 of the City Charter, Ordinance 2022-11 was introduced before the Taylor City Council on the 14th day of April 2022.

PASSED, APPROVED, and ADOPTED on the _____ day of _____,
2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, 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. 2022-11, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2022, 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 on this ____ day of _____, 2022.

Dianna McLean
City Clerk

Appendix: Cemetery Fees

Grave Openings	Weekday 9:00am - 4:00pm	After 3:30 pm and holidays/weekends
Normal	\$ 1,500.00	\$ 1,625.00
Infant or Ashes	\$ 760.00	\$ 890.00
Oversize	\$ 1,775.00	\$ 1,900.00
Disinterment	\$ 2,160.00	\$ 2,475.00
Miscellaneous services		Fee
Transfer or sale of lots/spaces by grantee		\$ 40.00
Location and marking of headstones		Fee
Headstone		\$ 28.00
Family stone or Bench		\$ 60.00
Sale of Cemetery Spaces		Fee
Adult space	** \$	1,300.00
Infant or Ashes space	** \$	650.00
Deed Issuance (Filing Fee)	\$	28.00
* Must be less than 5' long, 2' tall, 8" thick on a base 7' long. If in excess of these measurements, price set by City Manager.		
** + \$28.00 deed filing fee for each sale		



City of Taylor Cemetery

Est. 1889



Rules and Regulations

Effective April 2022

512-352-3531
1101 East 4th Street
Taylor, Texas 76574
Office hours - 9-4 Mon-Fri

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Third Addition – All the above-mentioned rules apply to the Third Addition of the Taylor City Cemetery with the exception of the variances of headstones.

City Employees shall have the right to authorize the removal of any monument, statue, structure, article, shrub, tree, or flower placed in or upon any lot or space in the cemetery when in violation of the rules set forth in Ordinance Chapter 6-Cemetery. Any items removed with the exception of real or artificial flowers will be held for thirty (30) days from the date of removal and can be picked up at the City Cemetery Office during normal operating hours. Real or artificial flowers will be disposed of upon removal.

The City and city employees are not responsible for the condition of any flower or item placed on or removed from a lot or space.

TAYLOR CITY CEMETERY
400 Porter Street, Taylor, Texas 76574
512-352-3531

SECTION 11.0 RULES FOR BEAUTIFICATION AND IMPROVEMENT

In the beautification and improvement of the city cemetery, the plan as outlined on maps and plats of the third and fourth additions are made apart hereof shall be followed as far as practical. In order to prevent any interferences with said plan of beautification and improvement of said premises, the following rules and regulations shall be followed and strictly enforced.

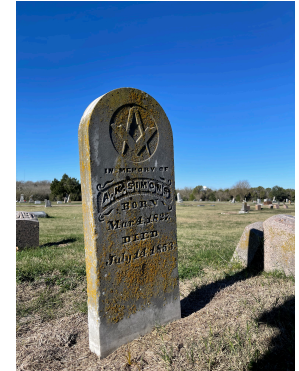
FOURTH ADDITION-

1. All lots and spaces shall be maintained on a uniform level, and no lot shall be raised or terraced.
 2. No lot or space enclosure of any kind (i.e., fencing, stone, rock, etc.) whatsoever shall be permitted.
 3. No sign or other indication that a lot or space is "For Sale" or advertising services shall be permitted within the cemetery.
 4. One set or bouquet of real or artificial flowers may be placed per space in either a stone or bronze urn permanently affixed to the headstone or one PVC pipe rising no higher than two inches above the surface. No standing sprays or baskets of any kind shall be placed on lots or spaces.
 5. No solar or battery-operated lights of any kind shall be permitted to be placed on any lot or space within the cemetery.
 6. No monuments, statues, balloons, trinkets, vases, or artifacts of any kind i.e, glass, plastic, metal, cloth, ceramic, wood, resin, or clay shall be placed on lots or spaces.
 7. No iron, cement, wood, or wirework seats, benches, chairs, birdbaths, wire hooks, vases, crosses, wind chimes, or any garden decoration shall be placed on lots or spaces.
 8. No rocks, stones, pebbles, beads, or any material other than the natural grass shall be placed on lots or spaces.
 9. No planting of any flowers, shrubs, or trees is permitted in any lot or space. Planting will only be allowed with written authorization from the Cemetery Coordinator in the designated green spaces.
 10. All lots and spaces shall be covered with the natural grass, either planted or naturally grown back after an interment. Under no circumstances will the application of chemicals to prevent grass or vegetation from growing be allowed.
 11. Only United States flags to be permitted to be placed on lots and spaces.
 12. Placement of all flag poles must have written consent from the Cemetery Coordinator.
- condition of any flower or item placed on or removed from a lot or space.

(Continued on Page 19)

History

According to Williamson County property records the first cemetery land in Taylor was acquired in 1889. A tract of thirty acres in the John Winsett Survey was sold to the City of Taylor by John S. Barues and Jacob S. Whitmore.



The oldest burial site is that of the Vance family which dates back to 1853. The oldest stone marker found is that of John S. Miller who died in 1878 it is located in the northwestern section of the cemetery.

Today, the City of Taylor Cemetery occupies over 114 acres of rolling hillside located on East Highway 79, one mile east of Taylor City Hall.

**Ordinance No. 2002-43
CITY CEMETERY**

SECTION 1.0 PURPOSE

The purpose of this ordinance is to establish clear and unambiguous rules and regulations pertaining to the City Cemetery.

SECTION 2.0 DEFINITIONS

Words and terms used in this Cemetery Ordinance shall be given the meanings set forth in this Section. All words not defined shall be given their common, ordinary meanings, as the context may reasonably suggest. In case of a dispute over the meaning of a term not defined in this Ordinance, or over the application of a definition that is set forth, the City Attorney shall give a written interpretation of such terms and applications.

Cemetery - place that is used or intended to be used for interment, and includes a graveyard, burial park, or mausoleum.

Cemetery Purpose - a purpose necessary or incidental to establishing, maintaining, managing, operating, improving, or conducting a cemetery, interring remains, or caring for, preserving, and embellishing cemetery property.

Funeral Establishment - a place of business used in the care and preparation for interment or transportation of human remains, or any place where one or more persons, either as sole owner, in co-partnership, or through corporate status, are engaged or represent themselves to be engaged in the business of embalming or funeral directing.

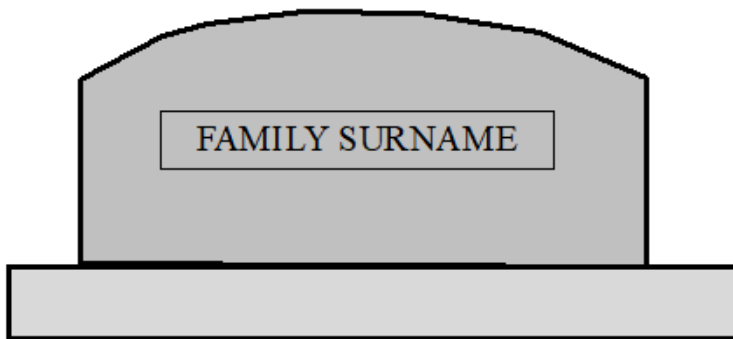
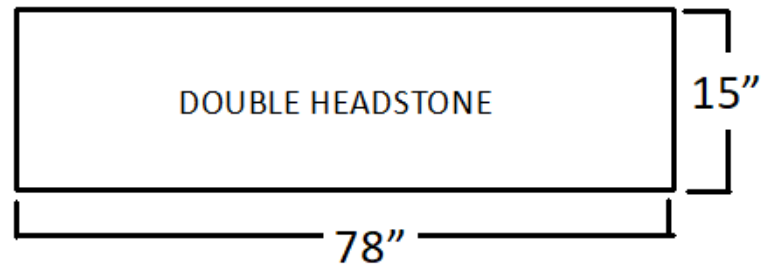
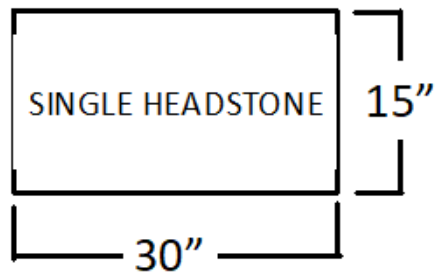
Grave - a space of ground that is in a burial park and that is used or intended to be used for interment in the ground.

Human Remains - the body of a decedent.

Interment - the permanent disposition of remains by burial.

**SECTION 10.0 CEMETERY OPERATION AND
MANAGEMENT**

- All work performed in the cemetery including but not limited to the excavation of graves and setting of headstones by workmen not connected to the City of Taylor shall only be performed during the business hours set for by the Sexton.
- All vehicular traffic must be driven through the cemetery at a speed limit of fifteen (15) miles per hour on cemetery roads only. The driving or riding of vehicles or animals must remain on the cemetery roads and is not permitted on the lawns or walks unless by permission of the Sexton or City Manager.
- The City of Taylor reserves the right to fill and level graves at any given time.
- Funeral designs and floral pieces remaining from funeral services will be removed and disposed of when they become wilted or unsightly or after 7 business days from the interment, whichever occurs first. Persons desiring to retain any such design or piece must remove the piece within 48 hours after the interment. In no case will city employees attempt to locate the designs or floral pieces.
- Funeral Directors and Funeral Homes will be held responsible and liable for the action of all vehicle drivers or others employed by them while within the grounds of the cemetery.
- All pets must be leashed at all times when on cemetery grounds. All animal waste is the sole responsibility of the owner and must be removed immediately.
- The cemetery visiting hours are open to the public between 7:00AM and 7:00PM Sunday through Saturday unless otherwise posted.
- The city retains the right to remove or trim any and all greenery, not limited to trees, shrubs, bushes, or grass.



FAMILY STONE

- Interment Right** - the right to inter the remains of a decedent in a space.
- Lot** – spaces in a cemetery owned by an individual that is used or intended for use for interment, eight (8) adjoining graves or spaces.
- Perpetual Care** - the maintenance, repair and care of all places in the cemetery.
- Cemetery Care** – the maintenance of the cemetery consists of leveling graves, mowing, bi-annual clean-up and all water repairs.
- Perpetual Care Cemetery** - a cemetery for the benefit of which a perpetual care trust fund is established as provided by State law.
- Plot Owner** - a person:
- in whose name a space or lot is listed in a cemetery organization's office as the owner of the exclusive right of sepulture; or
 - who holds, from a cemetery organization, a certificate of ownership or other instrument of conveyance of exclusive right of sepulture in a particular space or lot in the organizations cemetery.
- Remains** - either human remains or cremated remains.
- Sepulture** - burial of remains or interment of remains, or a burial place.
- Cemetery Clerk, Authority of:**
- Person in charge of a cemetery who has the same powers, duties, and immunities granted by law to:
 - a police officer in the municipality in which the cemetery is located; or
 - a constable or sheriff of the county in which the cemetery is located if the cemetery is outside a municipality.
 - A person who is granted authority under Subsection (a) shall maintain order and enforce the cemetery organization's rules, state law, and municipal ordinances in the cemetery over which that person has charge and near the cemetery as necessary to protect cemetery property.

Space - a single grave for burial of remains, but no more than two sets of remains when one set of remains are ashes.

Space – single standard grave for burial of remains may consist of:

- Two sets of remains when *one* set of remains are ashes.
- Two sets of remains when both remains are infants
- Two sets of remains when both remains are ashes.

Standard Grave – the standard size of a grave in this ordinance is thirty-six (36) inches wide, ninety-six (96) inches long and sixty (60) inches deep.

Standard Grave - the standard size of a grave in the ordinance is thirty-six (36) inches wide, ninety-six (96) inches long and sixty (60) inches deep.

Oversized Grave - the oversized size of a grave in the ordinance is thirty-seven to forty-five (37-45) inches wide, ninety-six (96) inches long and sixty (60) inches deep.

Infant Grave - the standard size of an infant grave in the ordinance is thirty-six (36) inches wide, forty-eight (48) inches long and thirty-sixty (36) inches deep. Infants **may not** be placed at the foot of an existing occupied grave of a family member or non-family member.

Ashes Grave - the standard size of a grave for Ashes in the ordinance is thirty-six (36) inches wide, forty-eight (48) inches long and twenty-four (24) inches deep. Ashes **may** be placed at the foot of an existing occupied grave of a family member or a non-family member with written consent of the said family.

SECTION 3.0 MANAGEMENT OF THE CEMETERY

The city manager shall have general charge and supervision of the city cemetery and shall have full authority to employ, hire and fire any of said employees that he may deem necessary. The city manager shall have authority to employ a sexton also known as, Cemetery Clerk, or Cemetery Coordinator, who shall have charge of the day-to-day operation of said cemetery under the control and direction of the city manager. The city manager shall cause to be kept duplicate records of all lots and spaces sold so that the same can be found and properly identified and he shall see that all maps and plans of the grounds are preserved.

PROTECTIVE SLABS, HEADSTONES OR FAMILY HEADSTONES

The erection and placing of all monuments, headstones, slabs, and markers shall be under the direction and supervision of the Sexton and no monument, headstone, slabs, and markers shall be placed in the cemetery without 48-hour notice prior to the setting. All monuments, headstones, slabs, and markers shall be placed upon proper foundation as prescribed by the Sexton which will be adequate to sustain the weight of the monument, headstone, slab, or marker. All headstones, monuments, and markers must meet the following specifications and approved by the Sexton before being erected or placed in the cemetery. All monument, headstone, slab, and marker work shall be performed during the posted business hours of the cemetery by an official monument business.

FOURTH ADDITION:

- Single headstone shall not exceed fifteen (15) inches in width and thirty (30) inches in length and shall be placed flush to the ground. Double headstone shall not exceed fifteen (15) inches in width and seventy-eight (78) inches in length and shall be placed flush to the ground.
- Footstones shall not exceed fifteen (15) inches in width and thirty (30) inches in length and shall be placed flush to the ground.
- Family headstone or family bench shall be allowed on a lot eight (8) spaces purchased as a single lot and shall be placed in the center of said lot on a base not to exceed a length of eight-four (84) inches, a width of fifteen (15) inches.

THIRD ADDITION

- Single headstone shall not exceed six (6) inches in height above the surface of the ground nor more than fifteen (15) inches in width and thirty (30) inches in length
- Double headstone shall not exceed six (6) inches in height above the surface of the ground nor more than fifteen (15) inches in width and seventy-eight (78) inches in length.
- Footstone shall not exceed twelve (12) inches in width and twenty-four (24) inches in length and must be placed flush to the ground.

9.3 Said foundation shall be supported by six (6) perpendicular concrete piers, one at each corner of the foundation and one in the center of each side of same. Each such pier shall be at least eight (8) inches in diameter, shall extend to a depth of not less than two (2) feet below the bottom of the grave and shall be reinforced with one-half-inch steel rod which shall extend from the bottom of such pier up into the foundation and shall have a hook at its top which hooks over one of the reinforcing rods in the foundation.

9.4 All concrete used in such foundation and piers supporting same shall be made of Portland cement, washed sand and washed gravel in the following proportions, to wit: One (1) part cement, two (2) parts sand and four (4) parts gravel. No cement shall be poured for such foundation or piers until the forms, reinforcing rods and their placement and security thereof have been inspected and approved by the city Cemetery Clerk. When the pouring of concrete is commenced, it shall continue without intermission, as near as practicable, until all concrete used in such foundation and piers is poured.

SECTION 4.0 CONVEYANCE OF LOTS AND SPACES

All lots and spaces in the city cemetery shall be conveyed to the purchaser by special warranty deed duly executed by the city manager and attested to by the City Clerk with the City seal impressed thereon. The deed shall contain a provision making the sale subject to the terms and conditions of this article applicable to the cemetery.

In purchasing a cemetery lot or space, the City of Taylor retains ownership of the land with only the interment rights being owned by the purchaser.

SECTION 5.0 TRANSFER OR SALE OF LOTS AND SPACES BY GRANTEE

Owners of a lot in the city cemetery shall not allow interments to be made in their lot for remuneration nor shall any transfer or assignment or sale of any lots or spaces or an interest therein be valid without the consent in writing of the Mayor of the city of Taylor endorsed upon such transfer or assignment. A fee of thirty dollars (\$30.00) shall be charged for the making of said transfer.

SECTION 6.0 INTERMENT AND DISINTERMENT

(a) No disinterment shall be allowed in the city cemetery except by the written consent of the city manager upon written order of the owners of said lot. Disinterment shall only be made under the direction of the cemetery authorities and in conformity with state laws. Before any grave in the cemetery is permitted to be opened for disinterment, a written order shall be required from the owner of said lot or space on which said grave is situated and the same shall only be opened after receiving written permission to open same from the city manager. Application for interring a body shall be made to the city sexton, and he/she shall issue a permit for such interment, providing such application by proper certificates, as required by the Taylor City Cemetery and state law. In said application for interment there shall be stated that said burial will take place and such evidence, as may be necessary, to show that the owner of said lot or space has consented to the burial of said remains on said lot or space. Application for interment must be made at the sexton's office, as follows:

(A) All interments and disinterments must be applied and requested for no later than 48 hours from the time of services. Saturday, Sunday, and Holidays set by the City of Taylor shall not count towards the 48 hour time frame.

(b) At the time of making of said application for interments the party making such application shall pay in full to the sexton any applicable charges in relation to the interment or disinterment. Pre-payment of the cost for interment will not be accepted. Any pre-payment for the cost of interment previously accepted prior to the passing of this ordinance is only applied at face value and the difference between the amount pre-paid and the price at the time of interment will be due upon the interment application.

(c) In case of disinterment from a single grave or re-interment in spaces of other owners no allowance will be made for the grave vacated and a relinquishment of such grave to the city shall be required before an order is issued for disinterment.

(d) When single graves described in subsection (c) are vacated by disinterment by the view of re-interring in a higher priced grave or space the price originally paid for such grave or space shall be allowed in part payment on the new purchase price, the usual charge for disinterring and interring to be made in both cases.

8.3 The "cemetery land purchase fund" shall be established as a "special revenue fund" and used only for the purchase of additional land for the city cemetery. Initially 5% of the proceeds from the sale of cemetery spaces shall be allocated to the "cemetery land purchase fund".

8.4 The percentage allocation of amounts derived from the sale of cemetery spaces to each of the authorized funds as set forth herein may be changed by motion of the City Council from time to time.

SECTION 9.0 PROTECTIVE MEMORIALS OR SLABS

Protective memorials or slabs, more commonly as "ledgers", may be placed on owner's lot in the cemetery, provided such protective memorial or slab, the foundation for same and the supports thereof meet the following requirements:

9.1 Such protective material or slab shall not exceed thirty-six (36) inches in width and ninety (90) inches in length and no part thereof, with the exception of marker thereon or elevated portion with tablet for inscriptions, shall extend more than four (4) inches above the level of the surface of the ground as determined in each instance by the city Cemetery Clerk. In the event any marker or elevated portion with tablet for inscriptions is embodied in or placed upon such protective memorial or slab, such marker or elevated portion shall not be more than fifteen (15) inches in width, thirty (30) inches in length, four and one-half (4 1/2) inches in height on its low side and six (6) inches in height at its highest point, height as used in this sentence meaning height above the main surface of the protective memorial or slab.

9.2 Such protective memorial or slab shall be set at least one inch in a concrete foundation and such foundation shall extend at least three (3) inches under the full length of both ends and both sides of the protective memorial slab. Both ends and both sides of the foundation shall not be less than ten (10) inches in width and twelve (12) inches in depth, and shall be reinforced with not less than two (2) half-inch rods in each end and shall extend the full length of each end and each side and shall be located two (2) inches from the bottom of the foundation and five (5) inches apart. No part of such foundation shall be less than two (2) inches below the level of the surface of the ground as determined in each instance by the city Cemetery Clerk.

SECTION 7.0 CHARGES GENERALLY

The city council may from time to time fix the prices at which lots or single spaces may be sold and may from time to time establish fixed charges for digging the graves and other services to be performed by the sexton.

(See Appendix: Cemetery Fees Page 20)

SECTION 8.0 CITY CEMETERY FUNDS

There are hereby established three funds consisting of the “cemetery operating fund”, “cemetery permanent fund” and the “cemetery land purchase fund” whose uses and sources of revenue are prescribed as follows:

8.1 The “cemetery operating fund” shall be established as an “enterprise fund” and used to finance day-to-day operating expenses of the cemetery including but not limited to payment for services of the Cemetery Clerks, utility costs, capital outlay items, equipment maintenance, grounds maintenance activities and minor improvements for the cemetery as may be needed. Revenue from all fees and charges for services identified in Section 7.0 with the exception of portions of the principal amounts derived from sale of cemetery spaces as defined below, shall be deposited into and accounted for in the “cemetery operating fund”.

Likewise, all interest or income derived from investment of the balances of any of the three cemetery funds and all rents or lease income derived from cemetery land, shall be deposited for use in the “cemetery operating fund”. Initially, 70% of the proceeds from the sale of cemetery spaces shall be allocated to the “cemetery operating fund”.

8.2 The “cemetery permanent fund” shall be established as a “trust and agency fund” and held in trust by the city, subject to control by the City Council. The principal of such fund shall be invested in securities of the same class and character as permitted by the City’s Investment Policy that is adopted annually. Initially, 25% of the proceeds from the sale of cemetery spaces shall be allocated to the “cemetery permanent fund”. Revenue and interest received from such cemetery trust fund investments shall be transferred to the cemetery operating fund and devoted to the perpetual care, upkeep preservation and beautification of the grounds, lots, graves, monuments and markers in the city cemetery.



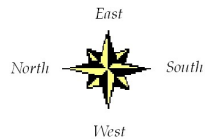
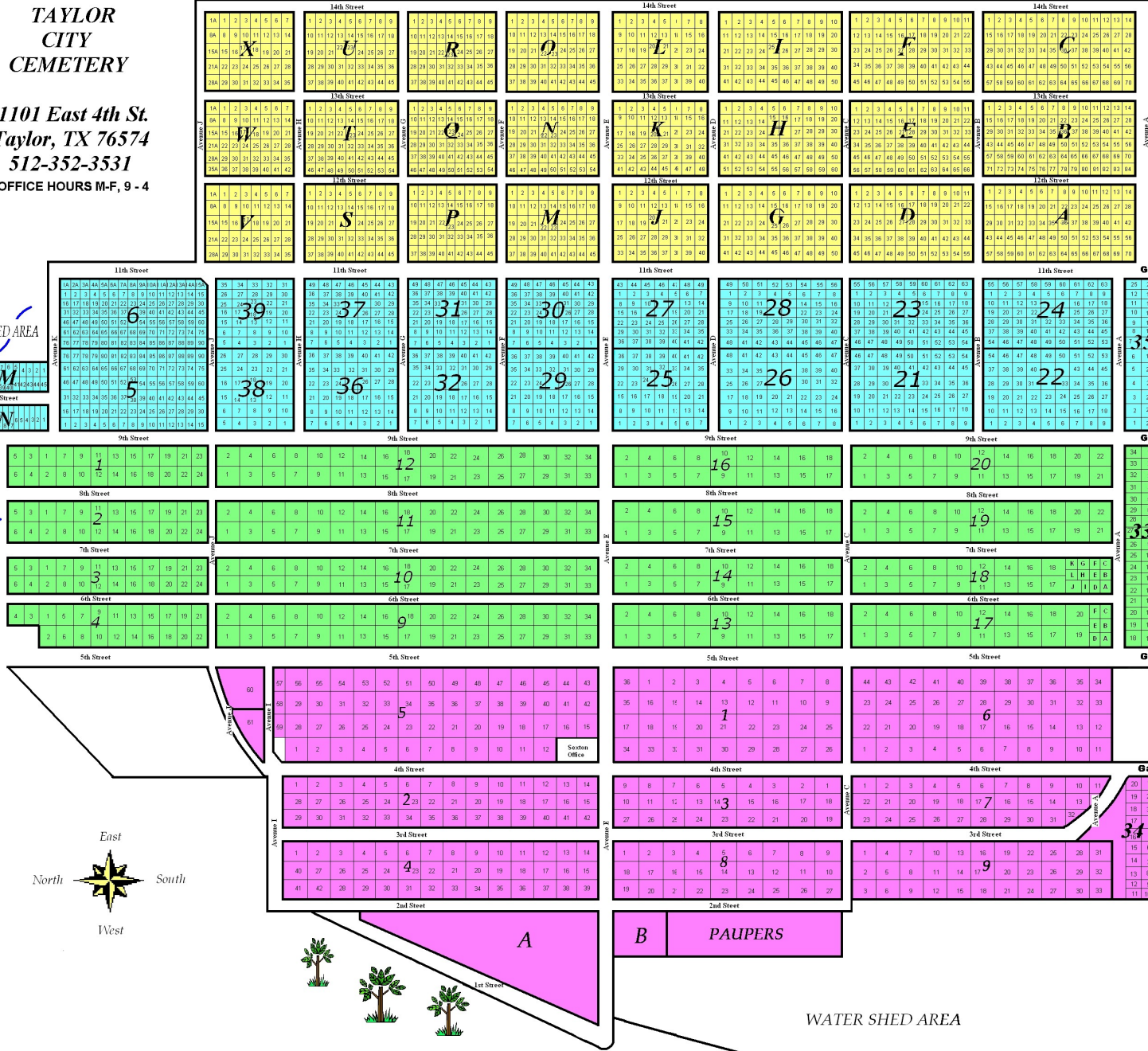
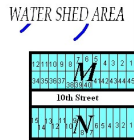
FUTURE EXPANSION



To Thrall

TAYLOR CITY CEMETERY

1101 East 4th St. Taylor, TX 76574 512-352-3531 OFFICE HOURS M-F, 9 - 4



WATER SHED AREA

4th Addition

3rd Addition

2nd Addition

To Taylor

State Highway 79 Business



City of Taylor

2022 Taylor City Cemetery Information

And

Ordinance Update

Background/History

According to Williamson County property records, the first cemetery land in Taylor was acquired in 1889. A tract of thirty acres in the John Winsett Survey was sold to the City of Taylor by John S. Barues and Jacob S. Whitmore.

The oldest burial site is that of the Vance family, which dates back to 1853. The oldest stone marker found is that of John S. Miller who died in 1878 and it is located in the northwestern section of the cemetery.

Today, the City of Taylor Cemetery occupies over 114 acres of rolling hillside located on East Highway 79, one mile east of Taylor City Hall.



TAYLOR
CITY
CEMETERY

1101 East 4th St.
Taylor, TX 76574

FUTURE EXPANSION

To Thrall

Cemetery Acreage : 114.35

**1st addition – 30 acres / 2nd addition – 17.89 acres / 3rd addition – 10 acres
4th addition – 15 acres / 5th addition (undeveloped) – 41.46 acres**

1st Addition

- 13 Blocks
- 396 Lots
- 4,752 Spaces
- 366 Spaces Per Block (average)

2nd Addition

- 17 Blocks
- 436 Lots
- 5,096 Spaces
- 300 Spaces per Block (average)

3rd Addition

- 21 Blocks
- 1,027 Lots
- 8,216 Spaces
- 392 Spaces Per Block (average)

4th Addition

- 24 Blocks
- 1,248 Lots
- 9,952 Spaces
- 415 Spaces Per Block (average)

**Totals: 4 Additions / 75 Blocks / 3,107 Lots / 28,016 Spaces
Approximately 19,000 Burials**

Maintenance

Current Obstacles:

- Staffing consists of:
 - 2 Full Time Employees
 - Cemetery Coordinator
 - Assistant Cemetery Coordinator/Maintenance Worker
- Due to size of cemetery a minimum of 2 full time maintenance workers are needed to maintain mowing/maintenance
- Equipment is shared with other departments

Current Solutions:

- Streets/Ground staff assist when available mowing during grow season
- Turf Tractor is shared with Streets/Grounds and not always available
- Mowing Map Established

Proposed Solutions:

- Hire 1-2 additional full time Maintenance Workers
- Purchase Turf Tractor to be designated for Cemetery use
- Continue Use of Mowing Map

Headstone Leveling

Current Obstacles:

- Funding
- The number of headstones that need repair

Current Solutions:

- Families currently responsible to locate a monument company and are also financially responsible

Proposed Solutions:

- Allocate funds to repair/level headstones when requested.
- Contract with local monument company to further maintain headstones

Headstones by the Numbers:

1st Addition

- 4,752 Spaces
- 366 Spaces Per Block (average)

80% Have Headstones*

90% Need Repair/Leveling*

2nd Addition

- 5,096 Spaces
- 300 Spaces per Block (average)

90% Have Headstones*

85% Need Repair/Leveling*

3rd Addition

- 8,216 Spaces
- 392 Spaces Per Block (average)

95% Have Headstones*

85% Need Repair/Leveling*

4th Addition

- 9,952 Spaces
- 415 Spaces Per Block (average)

60% Have Headstones*

70% Need Repair/Leveling*

*Note: Percentages Are Estimates

Facilities

Current Obstacles:

- Current Office size (small)
- Inconvenient for multiple customers/families at one time
- In constant state of dis-repair
- Minimal room for records, supplies, and equipment storage

Current Solutions:

- Limit the amount of people who enter the office
- Meet with families by appointment only

Proposed Solutions:

- Purchase or Build New Office
- Renovate current office for storage of cemetery equipment



Cemetery Operations

Current Obstacles:

- Time consuming
- Erroneous
- Numerous points of data entry
- Usability Issues
- Antiquated Processes
- Limited filing space
- Increased Cremation Rate

Current Solutions:

- Excel Spreadsheets
- Trips to and from City Hall for records
- Ledger Books
- Created GoogleMaps GPS overlay of cemetery blocks
- Families only have the choice of burial for cremated remains

Proposed Solutions:

- Enlist Cloudbased, GIS software
- Can save \$12,000+ in man hours within the first year
- Public can easily locate their loved one and add memorials/information from multiple devices.
- One point of data entry
- Construction of a Columbarium for cremated remains.

Equipment

Current Obstacles:

- Trucks are in need of replacement (20 years old)
 - Faded, chipped, rusty paint
 - Poor Mechanical condition
- Turf Tractor shared with other departments
 - Difficult to perform grave fills, road maintenance without
- Some headstone leveling can be done by cemetery staff if appropriate equipment was available

Current Solutions:

- Shared Tractor with Public Works
- 2001 Chevrolet 1500
- Families responsible for headstone leveling



Proposed Solutions:

- Purchase Turf Tractor for designated Cemetery use only
- Replace Current Truck
- Purchase needed equipment to properly level and repair headstones.

Regulations and Regulations

Obstacles:

- Many of the rules and regulations of the cemetery are broken and difficult to enforce due to the unspecific and confusing language used in the Rules and Regulations Handbook.
- Inconsistencies in the past further confused families on what can and cannot be done causing further difficulties in enforcement.

Prior Solutions:

- Logs of Violations Created
- Notices Placed On Graves
- Items in violation removed and held for 30 days before disposal
- Letters mailed to plot owner(s)

Proposed Solutions:

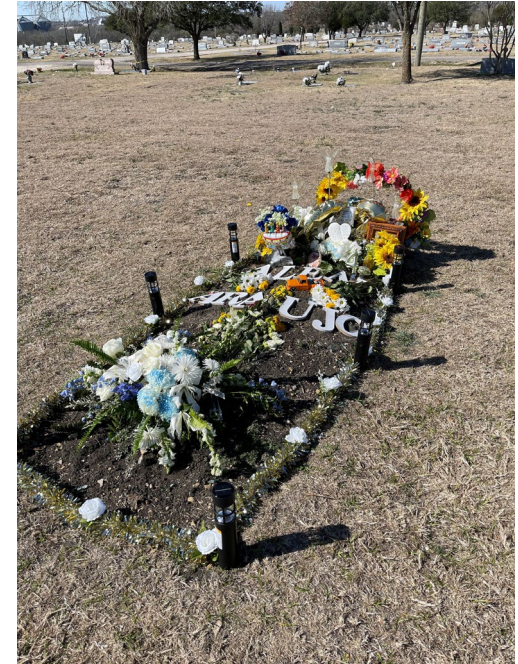
- Revise current Rules & Regulations with more concise, clear language.
- Continue to use Prior Solutions
- Consistency with enforcement
- Create a Bi-Annual Clean-Up date (Invite Public to Participate)
- Create Social Media to better disseminate information to the public

Current Ordinance Issues

- *The Ordinance and Rules and Regulations have become out-of-date and is no longer applicable to current day cemetery trends and norms.*
 - Rules have become difficult to enforce due to prior staff allowing violations and inability to enforce regulations.
 - Cemetery upkeep has become increasingly difficult due to the amount of clutter and items placed on graves.
 - Current scheduling and payment policies are not reflected in the current Ordinance
 - With Rules and Regulations listed in the City Ordinance, they are difficult to change and adapt to current trends and norms.
 - Items that have become normalized to be placed on graves, i.e., solar lights, crosses, trinkets, wire hooks, etc. become a problem and obstruct equipment when digging graves and setting up for services.

Common Violations

- Excess flowers, solar lights, wire hooks, rocks and landscaping materials, trinkets, glass vases and other items and so forth.



- The items cause safety issues as well, snakes, rodents, and bugs will move into the items. Glass can break causing sharp unseen fragments to be hidden in the grass.

Appearance with Proper Beautification

- When Rules and Regulations are clear and concise, families can understand what they can and cannot do, minimizing confusion that can lead to conflict in the future.
- Cemetery Staff can efficiently provide upkeep and maintenance such as grave leveling, mowing, weed-eating.
- Cemetery safety is greatly improved with a lower chance of damage to stones or equipment along with safety to citizens and city staff.



Taylor City Cemetery Rules & Regulations Booklet

- Currently, funeral homes, families, and anyone who requests, are provided a Rules and Regulations Booklet that has the ordinance and current pricing listed.
 - Removing the “Rules and Regulations” from the Ordinance, and applying them to the Booklet alone (in combination with the ordinance), that can be used and updated and set forth by the Cemetery Sexton, with approval of City Manager or Council, i.e. a department policy, would allow the Rules to be timely updated when needed.
 - The booklet would also allow ease in accessing and reviewing Cemetery Rules and Regulations for those in need.
-

Mission and Vision

Mission:

To create and maintain a peaceful, clean, and safe place for the citizens of Taylor to come and memorialize their loved ones.

Vision:

- Incorporate 21st Century technologies to allow families to memorialize their loved ones interred at Taylor City Cemetery
 - Provide the utmost level of respect and services required to all who visit and need services.
 - Increased Funding to allow for proper management and maintenance
 - Preserve and exhibit the history in the Taylor City Cemetery
- 
- A decorative horizontal bar at the bottom of the slide, featuring a green-to-dark-green gradient.



City Council Meeting *April 28, 2022* *Transmittal Letter*

STRATEGIC PILLAR

☒ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 7

Agenda Title: Consider approving CDBG-MIT Grant, start up documents which includes the following:

- Resolution R22-14, authorizing the Mayor, City Manager and Deputy City Manager to sign contractual documents for the grant and authorize Mayor, City Manager, Deputy City Manager and Finance Director to sign financial documents
- Resolution R22-15, adopts/reaffirms the following:
 - Citizen Participation Plan and Grievance Procedures
 - Section 3 Policy
 - Excessive Force Policy
 - Section 504 Policy and Grievance Procedures
 - Fair Housing Policy
- Amendment #1 to Langford Community Manager Services

Council Action to be taken: Approve CDBG-MIT start up documents listed above.

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The City of Taylor has been selected, for partial funding, as a recipient for a 2020 GLO Community Development Block Grant. This is a major accomplishment for the city to be selected for this grant, as on record this is the highest grant amount at \$5.55 million ever awarded to the City of Taylor. This project would be to make needed improvements to the Donna Channel drainage system and for a regional detention project near Mustang Creek.

The main purpose for this group of items is the General Land Office requires these documents during the starting process to begin utilization of the grant. The General Land Office will review these documents and then the next step will be to set up a kickoff meeting with staff and Langford Community Management Services.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The following items will need to be approved by City Council to begin the start up process for the grant. Below are the items and a brief description of them.

Resolution R22-14, authorizing the Mayor, City Manager and Deputy City Manager to sign contractual documents for the grant and authorize Mayor, City Manager, Deputy City Manager and Finance Director to sign financial documents

- This item defines the Mayor, City Manager and Deputy City Manager as authorized signers for contract documents for the grant.
- The second portion of resolution authorizes the Mayor, City Manager, Deputy City Manager and Finance Director to execute the financial documents for requesting funds approved in the 2020 Community Development Block Grant-Mitigation Program.

Resolution R22-15, adopts/reaffirms the following: Citizen Participation Plan and Grievance Procedures Section 3 Policy Excessive Force Policy Section 504 Policy and Grievance Procedures Fair Housing Policy

- **Resolution overview:** As part of the grant requirements, the city is required to reaffirm compliance with Civil Right requirements: the Civil Rights requirements of Title I of the Housing and Community Development Act and the Fair Housing Law and ensure that equal opportunities are afforded to all persons and that no person shall be excluded or denied program benefits on the basis of race, color, religion, sex, disability, familial status, and national origin.
- **Citizen Participation Plan and Grievance Procedures:** The City has to provide a public service announcement regarding fair housing, which will be posted in the newspaper. The city has to provide a complaint and grievance procedure with the plan. A person who has a complaint or grievance about any services with the respect with the project may, subject such a complaint. Also, the city will have a participation plan, which requires timely posting of meeting and notifications, similar to the requirements of the Open Meetings Act. A procedure of how to submit is provided in the newspaper posting. This ad will run soon after this Council meeting.
- **Section 3 Policy:** The City of Taylor agrees to implement programs to increasing opportunities for employment and contracting for Section 3 residents and businesses. Section 3 residents are residents that are low-income, particularly in public housing and Section 3 Business is one that is owned by a low-income resident or comprised of 30% of section 3 residents as employees. City also agrees to the following in the policy: implement policy, appoint Civil Rights Officer, provide notification for employment and contracting opportunities, maintain a list of people/businesses if identified as a Section 3 resident/business to keep them informed of opportunities.
- **Excessive Force Policy:** The city has an excessive force policy regarding non-violent civil rights demonstrations, which has been implemented by the Taylor Police Chief as part of standard policy administration. This CDBG requires us to

reaffirm our standard against excessive force by adopting a resolution with this specific language.

- **Section 504 Policy and Grievance Procedures:** This is a policy which reaffirms the City of Taylor does not discriminate on the basis of handicap in admission or access to, or treatment of employment in, its federally assisted programs and activities. The city will ensure that hearing and visually impaired individuals are provided information necessary to understand and participate in the TxCDBG program. A grievance and complaint procedure is apart of the policy.
- **Fair Housing Policy:** This policy reaffirms the City of Taylor agrees to affirmatively further housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin). The City of Taylor proclaimed the month of May as Fair housing month as the one activity we have to do during the term of the contract.

Lastly, amendment #1: This is an amendment to the agreement with Langford Community Management Services. During the pre-procurement portion of the project, the contract must be awarded without an established project. Now the contract has been awarded by GLO, the grant administrator charges a fee of 8%, as allowed by the CDBG for grant administration services. The cost of the service is \$635,837.52. This fee is based on the contract document total project budget from the application, which was \$7,947,969.01.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Helps start the project for major drainage infrastructure work using majority grant funding	• NA

4. RECOMMENDATION

Approve the CDBG-MIT start up documents

5. FUNDING SOURCE

CDBG-MIT GLO Grant \$5.5 Million
2022 Bond \$3 Million or 2022 FIF \$3 Million 0% Interest Loan with additional \$500,000 grant

6. TIMELINE

Next step will be to meet with General Land Office for kickoff meeting. This is dependent on GLO scheduling parameter, but is anticipated in the next month.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 7a. [Resolution R22-14](#)
- 7b. [Depository Designation Form](#)
- 7c. [Civil Rights Resolution R22-15](#)
- 7d. [Public Announcement Draft on Participation Plan](#)
- 7e. [Citizen Participation Plan and Complaint procedure](#)
- 7f. [Section 3 Policy](#)
- 7g. [Excessive Force Policy](#)
- 7h. [Section 504 Policy](#)
- 7i. [Fair Housing Policy](#)
- 7j. [Approved CDBG MIT Grant Admin Contract with Langford from July 9,2020](#)
- 7k. [Amendment #1 to Grant Administration](#) contract with Langford Community Management Services
- 7l. [CDBG-MIT Grant Executed](#) Contract with General Land Office

**RESOLUTION R22-14
AUTHORIZING SIGNATORIES**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) CONTRACT NUMBER 22-083-005-D477.

WHEREAS, the City of Taylor, Texas has received a 2020 GLO Community Development Block Grant-Mitigation award to provide Infrastructure Improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

WHEREAS, an original signed copy of the CDBG-MIT *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Taylor, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide GLO with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

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

The (Mayor, City Manager, Deputy City Manager) be authorized to execute contractual documents between the General Land Office and the City for the 2020 Community Development Block Grant – Mitigation Program.

The (Mayor, City Manager, Deputy City Manager, and the Finance Director) be authorized to execute the financial documents required for requesting funds approved in the 2020 Community Development Block Grant - Mitigation Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS on April 28, 2022.

Brandt Rydell, Mayor

Attest:

Dianna McLean, City Clerk

.....



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Subrecipient:

City of Taylor

Contract Number:

22-083-005-D477

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Brandt Rydell	Brian LaBorde
Name	Name
Mayor	City Manager
Title	Title
Signature	Signature
Jeff Jenkins	
Name	Name
Deputy City Manager	
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Name of Lending Institution	Fund Account Number
Address	City, State, Zip Code

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Brandt Rydell	Brian LaBorde
Name	Name
Mayor	City Manager
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office



Depository/Authorized Signatories Designation Form

Jeff Jenkins	Jeff Wood
Name	Name
Deputy City Manager	Chief Financial Officer
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

RESOLUTION No. _____ Regarding Civil Rights -

The City of Taylor, Texas

Whereas, the City of Taylor, Texas, (hereinafter referred to as City of Taylor) has been awarded CDBG-MIT funding through a CDBG-MIT grant from the Texas General Land Office (hereinafter referred to as “GLO”);

Whereas, the City of Taylor, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Taylor, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Taylor, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area;

Whereas, the City of Taylor, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Taylor, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the City of Taylor, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing;

Whereas, the City of Taylor, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, that the CITY OF TAYLOR ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Section 504 Policy and Grievance Procedures;
5. Fair Housing Policy.

Passed and approved this _____ day of _____, 2022.

Signature of Elected Official

Printed Name of Elected Official

City of Taylor

Date _____



PUBLIC SERVICE ANNOUNCEMENT

City of Taylor has received a Community Development Block Grant - Mitigation (CDBG-MIT) contract under the Texas General Land Office (GLO). The City will comply with the Civil Rights requirements of Title I of the Housing and Community Development Act and the Fair Housing Law and ensure that equal opportunities are afforded to all persons and that no person shall be excluded or denied program benefits on the basis of race, color, religion, sex, disability, familial status, and national origin. City of Taylor has established policies, plans and resolutions for the following:

- Equal Opportunity • Section 504 Non-Discrimination Provisions
- Section 3 Policy • Fair Housing
- Affirmative Action • Excessive Force Policy • Citizen Participation Plan



PUBLIC SERVICE ANNOUNCEMENT: FAIR HOUSING, IT'S THE LAW

To promote fair housing practices, City of Taylor encourages potential homeowners and renters to be aware of their rights under the National Fair Housing Law. Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, disability, familial status or national origin in the sale or rental of units in the housing market. For more information on fair housing or to report possible fair housing discrimination, call the Texas Workforce Commission at (888) 452-4778 or (512) 463-2642 TTY: 512-371-7473.

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

City of Taylor does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities. Brian LaBorde, City Manager of the City of Taylor, has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development (HUD) regulations implementing Section 504 (24 CFR Part 8. Date June, 1988).

CITIZEN PARTICIPATION & GRIEVANCE PROCEDURES NOTICE FOR THE GLO COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION PROGRAM

City of Taylor has adopted complaint and grievance procedures regarding its Community Development Block Grant Mitigation (CDBG-MIT) Program. Citizens may obtain a

Copy of these written procedures from the City Manager, Brian LaBorde at the City of Taylor City Hall located at 400 Porter St. Taylor, Texas, 76574, or by calling (512)352-3774, during regular business hours. These procedures outline the steps for a citizen to follow if he/she wishes to file a complaint or grievance about GLO CDBG-MIT activities. A person who has a complaint or grievance about any services or activities with respect to the GLO CDBG-MIT project may, during regular business hours, submit such complaint or grievance, in writing to Brian LaBorde at the City of Taylor.

City Hall is located at 400 Porter St. Taylor, TX 76574, or by calling (512)352-3774. City of Taylor will make every effort to respond fully to such complaints or grievances within fifteen (15) working days where practicable after receipt of the original complaint or grievance.

CITIZEN PARTICIPATION PLAN

THE CITY OF TAYLOR

REGARDING THE USE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the “citizen participation” requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. With receipt of HOME Investment Partnerships (HOME) Program funds, the program will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth policies and procedures for citizen participation in the development of project specific applications and substantial amendments to these projects with funding.

CERTIFICATION OF COMPLIANCE

The City of Taylor is certifying to the U. S. Department of Housing and Urban Development (HUD) and State Agencies administering HUD programs that they have an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with emphasis on participation by persons who are residents of slum and blighted areas, by residents in low- and moderate-income neighborhoods, or targeted revitalization areas.
- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities within our jurisdiction activities related to these programs.
- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request.
- provides for and encourages citizen participation of all citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.
- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the City’s proposed and actual use of federal Community Development Block Grant funds.
- provides for public hearings and/or public postings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. If hearings are held, they shall be after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,
- provides for a timely written response to written complaints and grievances where applicable.

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the CDBG project, such citizens should have 'meaningful access' to all aspects of the CDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities. For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of HUD's CDBG Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Taylor, 400 Porter Street Taylor, TX 76574, (512)352-3675, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG program.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Civil Rights Officer, at 400 Porter Street Taylor, TX 76574 or may call (512)352-3675.
2. A copy of the complaint or grievance shall be transmitted by the Civil Rights Officer to the person/division that is the subject of the complaint or grievance and to the City Manager within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager or their representative shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within fifteen (15) days. The response may be a time extension to further review the complaint or grievance.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within twenty (20) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG Program Manager for their further review and comment.

If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH AND INVOLVEMENT

Citizens will be provided reasonable advance notice of, and opportunity to comment on proposed activities in an application to the state and for grants already made regarding activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. The public outreach and notification will be accomplished through one or more of the following methods:

- a) Publication of notice in a local newspaper—a published newspaper article may also be used so long as it provides sufficient information regarding program activities and relevant dates.
- b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
- c) Posting of notice on the local entity website (if available).
- d) Public Hearing; or
- e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods: Certified mail, Electronic mail or fax, First class (regular mail), Personal delivery (e.g., at a Council of Governments meeting).

These details will be included in the Public Comment Version of the Application, prior to submission.

Citizens, with emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals.

PUBLIC COMMENT PROVISIONS AS REQUIRED BY CERTAIN STATE AGENCIES IN THE ADMINISTRATION OF FEDERAL PROGRAMS

When public notice is the sole required notification process for the submission of an application from a State agency, the following provisions shall be observed the City

A copy of a substantially complete application will be made available to allow for 14 days of public comment, but are not limited to:

1. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and any anticipated program income).
2. The range of activities that may be undertaken with the CDBG funds.

3. The estimated amount of the CDBG- funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate- income persons.
4. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under § 570.488.
5. The development of housing and community development needs

When a public hearing is required for submission of an application from a State agency, the following provisions shall be observed by the City:

1. As stated in the COVID-19 Disaster Declaration Proclamation dated March 13th, 2020; public hearings may be held virtually or in person, pursuant to Section 418.017 of the code; "authorization to use all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster." Public notice of all hearings must be posted at least seventy-two (72) hours prior to the scheduled hearing.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens. An interpreter should be present to accommodate the needs of the non-English speaking residents at all public hearing where applicable.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must plan for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing, when required by a Federal Program, shall be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. If the agency requires a public hearing for submission, then a public notice shall be posted at city hall and the community's website notifying the public of the project selected at least 5 days prior to the submission of the application.

The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Brandt Rydell, Mayor

Date

Section 3 Policy

In accordance with 12 U.S.C. 1701u the City of Taylor agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of *City of Taylor*, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Title

Date

09/01/2019

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Taylor hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Taylor to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Taylor to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Taylor will introduce and pass a resolution adopting this policy and reaffirms our .

As officers and representatives of the City of Taylor, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Title

Date

09/01/2019

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Taylor hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Taylor does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Taylor's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Taylor shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, the City of Taylor shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Taylor to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: Brian LaBorde, City Manager, 400 Porter St. Taylor, TX 76574, (512)352-3675, who has been designated to coordinate Section 504 compliance efforts.

- c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Brian LaBorde. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Brian LaBorde, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Taylor relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Taylor within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Taylor complies with Section 504 and HUD regulations.

Signature/Title

Date

Fair Housing Policy

In accordance with Fair Housing Act, the City of Taylor hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. *The City of Taylor agrees to* affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. *The City of Taylor agrees to* plan at least one activity during the contract term to affirmatively further fair housing.
3. *The City of Taylor* will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Taylor, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Title

Date

**GRANT ADMINISTRATION SERVICES FOR MITIGATION SERVICES
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM**

THE City of Taylor (the "Subrecipient") and Langford Community Management Services, Tax Identification Number 74-2804904("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract for grant administration services (the "Contract") pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has applied for U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") funds, administered by the Texas General Land Office ("GLO") for mitigation assistance; and

WHEREAS, the CDBG-MIT program is funded under the Housing and Urban Development, Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018, Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in Subrecipient Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Administrative and Audit Regulations" means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee's with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

"Amendment" means a written agreement, signed by the parties hereto, which documents alterations to the Contract.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—MIT” means the Community Development Block Grant—Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” means a document submitted by an engineer or, if none, a construction contractor, to a Grantee which, when executed by the Grantee, indicates acceptance of the non-housing project, as built.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form =.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “Generally Accepted Accounting Principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“GLO-Vendor Contract” means the contract or contracts between the GLO and Provider procured through the Solicitation; such GLO-Vendor Contract is hereby incorporated herein by reference, for all purposes.

“Grant Administration Fee” means the amount to be paid to Provider for all services performed for a Subrecipient.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

“Project” means the grant administration services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-MIT non-housing or housing grant, and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-MIT Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means Langford Community Management Services selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Monthly Report” means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

“Scope of Work” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

“Setup” means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

“Solicitation” means Subrecipient’s Request for Proposals, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient Agreement” means the contractual agreement for a CDBG-MIT housing or non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-MIT Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, and Attachment G; Solicitation Documents; and Provider’s Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed at the direction of the Subrecipient, in assistance to Subrecipient, comprehensive administration services necessary to facilitate activities or the mitigation program in areas affected under the CDBG—MIT Program. Provider will assist the Subrecipient in fulfilling State and Federal CDBG-MIT statutory responsibilities related to recovery from the 2015, 2016 & Hurricane Harvey (2017) flooding by performing grant administration services for non-housing projects. Grant administrative services must be performed in compliance with (i) HUD requirements, (ii) the Non-Exclusive List of Laws, Rules, and Regulations in Attachment D; (iii) this Contract and all Attachments, including Provider’s Scope of Work Attachment C; (iv) any Amendments to this Contract; (v) any Technical Guidance Letter, program requirements, or program guidance that may be issued by the GLO; and (vi) Provider’s full and complete response to the RFP (“the Project”).

Provider shall be responsible at all times for maintaining close oversight of approved projects and record-keeping including, but not limited to, obtaining and maintaining, through Provider’s own efforts, the Subrecipient’s current Performance Statement / Implementation Schedule, and Budget, including Revisions approved and Technical Guidance Letters issued by the GLO; and any other information that may be required for the satisfactory performance by Provider of the services herein described or assigned under a Work Order, as discussed below.

Grant writing and application development to include preparation of notices for paper, attendance/presentation for required public hearing, preparation of resolution authorizing submission, Regional Review Committee Scoring Criteria responses, completion of applications forms except for Table 2 and maps (to be provided by engineer) and general assistance in the development of the proposed project for the application.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

MONTHLY REPORTS – APPLICABLE TO NON-HOUSING:

MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than monthly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.

PROJECT COMPLETION REPORTS:

NON-HOUSING SERVICES: Provider shall prepare and submit to the Subrecipient a draft Project Completion Report (PCR) by the close of business no later than thirty (30) days from Provider's receipt of the fully executed final Certificate of Construction Completion ("COCC"). Provider shall then cooperate with the Subrecipient to submit the final, signed, PCR to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the fully executed final COCC. The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all Subrecipient projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

II. TERM

2.01 DURATION

This Contract shall be effective as of July 9th, 2020, the date of hiring by the City and shall terminate after closing of project with GLO. Any extension will be subject to terms and conditions mutually agreeable to both parties

2.02 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The application will be completed at \$0.00 amount.

The Grant Administration Fee shall not exceed the caps below prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act Tex. Govt. Code Ch. 2251.

Total CDBG-MIT Award (Non-Housing Activities)	Percentage Cap
\$249,999.99 or less	13%
\$250,000-\$749,999.99	11%
\$750,000-\$999,999.99	10%
\$1 million-\$24,999,999.99	8%
\$25 million or over	6%

Contract will be amended to be inclusive of dollar amount with funding of project.

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04**, above.

At a minimum, invoices must clearly reflect:

- (a) Provider's Contract Number;
- (b) Service Period
- (c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (d) the current amount being billed;
- (e) the cumulative amount billed previously;
- (f) the balance remaining to be billed; and
- (g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

MILESTONES

Milestones	Not-To-Exceed Draw Percentages					
	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/COCC/FWCR	100%	100%	95%			
Grant Completion Report Approval			100%			

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Housing and Urban Development, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123) enacted on February 9, 2018. It is to mitigate disaster risk and reduce future losses, and allow grantees the opportunity to transform state & local planning, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2015, 2016 & Hurricane Harvey (2017) Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Fulfillment of the Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-MIT grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- THIS CONTRACT;
- ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR
- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient
City of Taylor
400 Porter St.
Taylor, TX 76574
Attention: Brian LaBorde, City Manager

Provider

Langford Community Management Services, Inc.

2901 County Road 175

Leander, Texas 78641

Attention: Judy Langford, President

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Williamson County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If the CDBG-MIT program imposes a reduction in administrative grant funds due to non-compliance and/or disallowed costs as stipulated by the agency, the contracting parties will negotiate an agreement of payment. If the non-compliance and/or disallowed costs is (are) not the fault or in control of the consulting firm, the County will be responsible for the difference in grant funds.

If the negotiation phase between the contracting entities does not reach an agreement, executives of the contracting entities, with decision-making authority, will enter into mediation to facilitate a settlement by employing a skilled neutral, not to impose a solution, but to assist the parties in reaching agreement. A final binding Arbitration Phase will occur in case the non-binding phase produces no settlement.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

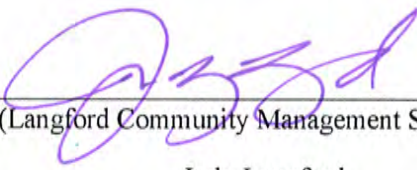
Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on this 9th day of July, 2020.

City of Taylor

BY: 
(Subrecipient's Authorized Representative)
Brian LaBorde
(Printed Name)
City Manager
(Title)

BY: 
(Langford Community Management Services)
Judy Langford
(Printed Name)
President
(Title)

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE President
APPLICANT ORGANIZATION Langford Community Management Services	DATE SUBMITTED July 9, 2020

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Attachment A

Page 3 of 5

Approved by OMB

0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____ if known: _____ Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

THIS FORM MUST BE EXECUTED

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING
LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS**

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF CONTRACTOR

AWARD NUMBER AND/OR PROJECT NAME

Langford Community Management Services

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Judy Langford, President

SIGNATURE

DATE

7/9/2020

GENERAL AFFIRMATIONS

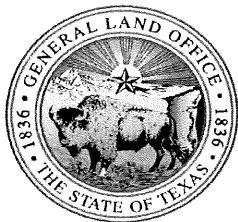
Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, 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. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible 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.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION
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SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.
- vi. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.
- vii. Financial duties:
 - a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
 - b. Assist subrecipient with the procurement of audit services.
 - c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.
 - d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
 - e. Implementation and coordination of Section 504 requirements.
 - f. Program compliance.

- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing

Architectural and Engineering plans with guidance from the GLO.

vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-DR requirements and all part's therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties:

- i. Submit acquisition reports and related documents.

- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
 - e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
 - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - g. Complete and submit the environmental review into GLO's system of record;
 - h. At least one site visit to project location and completion of a field observation report
 - i. Prepare and submit for publication all public

notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;

- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

Grant Administration Services – Rental Housing

a) Administrative Duties:

- i. Develop and submit for approval rental guidelines.
- ii. Assist the grant recipient in developing a Notice of Funding Availability (NOFA).
- iii. Develop and submit for approval an Affirmative Marketing Plan on behalf of the subrecipient utilizing GLO guidance.
- iv. Develop a tenant selection policy on behalf of the subrecipient based on GLO guidance.
- v. Develop and submit for approval a needs assessment on behalf of the subrecipient based on GLO guidance.
- vi. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
- vii. Develop and submit a monitoring plan for approved projects on behalf of the subrecipient based on GLO guidance.
- viii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO Form

11.17, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO Form 11.17, as the basis for construction and payment due to the contractor.

b) Project Case Management:

- i. Assist the subrecipient with any project, transaction, service or response that is "opened" and "closed" over a period of time to achieve resolution of a problem, claim, request, proposal, development or other complex activity.
- ii. Assist the subrecipient in developing project application eligibility procedures, processing, and approvals.

c) Site Inspections:

- i. Assist the subrecipient with Disaster Damage Assessments (Damage Inspections) - Assist in performing a visual field review of projects to determine the presence of damage to the project that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
 - a. Assist the subrecipient with observations and documentation (written and photographic) of findings of disaster-related damage to the following:
 - i. Foundation;
 - ii. Exterior walls;
 - iii. Exterior wall finishes;
 - iv. Windows and doors;
 - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
 - vi. Floor system and structure;
 - vii. Electrical system components;
 - viii. Plumbing system components;

- ix. Heating, ventilation and air conditioning system;
 - x. Interior wall finishes;
 - xi. Interior fixtures and components;
 - xii. Porches;
 - xiii. Exterior stairs and ramps;
 - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- b. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspector's report will include:
- i. The reviewer's name;
 - ii. The property address;
 - iii. The homeowner's name;
 - iv. A checklist of housing components that may have received disaster damage, if any;
 - v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage;
 - vi. The reviewer's certification, signature, and date of review.
- c. The results of the disaster damage assessment may be provided in a format similar to *Forms 11.01 or 11.01A*. The 11.01A, Initial Inspection Checklist, Short will be completed for homes that have received disaster damage that obviously cannot be rehabilitated. Form 11.01 will be completed in accordance with the guidance contained in HQS 52580.
- ii. Estimated Cost of Repair Inspection (Work Write-Up):
- a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a project has been determined eligible for Program

assistance, the respondent will prepare an Estimated Cost of Repair (ECR) for the program-eligible repairs.

- b. ECR's will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the project into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
- c. Assistance to the subrecipient may include:
 - i. Contact the project owner to schedule a date and time to perform the field review.
 - ii. Travel to the project site.
 - iii. Perform the visual review of the project to determine the approximate amount and extent of damage to the project. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
 - iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - a. a summary list of items to be addressed;
 - b. a basic description of the repair approach for each item;
 - c. estimated item quantities; and
 - d. site photographs.
 - v. Consider the following in preparation of the ECR:
 - a. the specific materials needed;
 - b. the quantity of those materials;
 - c. trades involved;

- d. the level of effort and duration for each trade;
 - e. estimated rates and manpower; and
 - f. equipment required to accomplish each of the identified repairs.
- vi. Utilize the following to develop the ECR:
 - a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
 - b. experience with projects of similar size and scope; and
 - c. Knowledge of the local market rates and conditions.
- vii. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the subrecipient. The final ECR will include the following:
 - a. a completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- viii. Assist the subrecipient with project inspections at:
 - a. 50% complete
 - b. A final inspection at 100% complete
- ix. In the case of a single family rental, assist the subrecipient with reconstruction inspections:
 - a. Foundation
 - b. 33% complete progress inspection
 - c. 66% complete progress inspection
 - d. Final inspection at 100% completion
 - e. Arrange for and TREC inspection to be conducted prior to closing.

- x. Upon notification of a project being ready for a Construction Review, the provider may:
 - a. Contact the project owner and or subrecipient to schedule a date and time to perform the Review.
 - b. Travel to the project site.
 - c. Conduct on-site observations (field review) of the work completed.

The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion.

During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- i. Estimated amounts owed to the Contractor.
- ii. Items of work that are incomplete (Punch List items).
- iii. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

d) Environmental Service

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the program. The provider may provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to

subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

- iii. Special services may include, but are not limited to the following tasks:
 - a. Archeological study required by SHPO;
 - b. Lead-based paint and/or asbestos inspection; and
 - c. Wetlands assessment.

Grant Administration Services – Non-Rental Housing

- a) Administrative Duties:
 - i. Develop and implement Outreach Plans detailing specific outreach for the project. Plans will be required to be submitted and approved by GLO on a project by project basis.
 - ii. Perform extensive community outreach to affected areas on behalf of the subrecipient utilizing GLO guidance.
 - iii. Develop and submit for approval Housing Guidelines on behalf of the subrecipient utilizing GLO guidance.
 - iv. Develop and submit for approval a Needs Assessment on behalf of the subrecipient based on GLO guidance.
 - v. Provide case management support to subrecipient to manage the grant applications process, including but not limited to:
 - a. creating eligibility procedures to lessen the fallout of applicants;
 - b. advising applicants on eligibility and program requirements, and assist in application preparation and submission;
 - c. facilitating intake of applications from grant applicants;
 - d. performing eligibility reviews;
 - e. processing applications, including necessary communications;
 - f. capture applicant fallout reasons; and
 - g. the follow-up to grant applicants.

- vi. Participate in the appeals process and handling of disputes for disallowed/ineligible applications.
- vii. Act as an advocate for applicants through appeals process when required.
- viii. Assist applicants through housing construction process.
- ix. Perform other application management and homeowner support duties as required to ensure the success of the program.
- x. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
- xi. Provide construction and builder management services as required to comply with applicable construction codes and program requirements.
- xii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO *Form 11.17*, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO *Form 11.17*, as the basis for construction and payment due to the contractor.

b) Site Inspections

- i. Establish Disaster Damage Assessments (Damage Inspections).
 - a. Assist in performing a visual field review of single-family housing units to determine the presence of damage to the home that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
- b. The respondent may assist the subrecipient with:
 - i. Contacting the Homeowner to schedule a date and time to perform the field review.
 - ii. Traveling to the project site.
 - iii. Interviewing the Homeowner on site to gain a perspective of the pre-disaster condition of the

structure; damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The provider may utilize this information to assist in its review of the housing unit.

- c. Performing the visual review of the housing unit to determine the presence of damage to the home that may be attributed to a national disaster declaration. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage to the following:
 - i. Foundation;
 - ii. Exterior walls;
 - iii. Exterior wall finishes;
 - iv. Windows and doors;
 - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
 - vi. Floor system and structure;
 - vii. Electrical system components;
 - viii. Plumbing system components;
 - ix. Heating, ventilation and air conditioning system;
 - x. Interior wall finishes;
 - xi. Interior fixtures and components;
 - xii. Porches;
 - xiii. Exterior stairs and ramps;
 - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- d. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspectors report will include:

- i. The reviewer's name;
- ii. The property address;
- iii. The homeowner's name;
- iv. A checklist of housing components that may have received disaster damage, if any;
- v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage; and
- vi. The reviewer's certification, signature, and date of review.

The results of the disaster damage assessment may be provided in a format similar to the *11.01* or *11.01A* forms. The *11.01A, Initial Inspection Checklist, Short* will be completed for homes that have received disaster-damage that obviously cannot be rehabilitated. *Form 11.01*, will be completed in accordance with the guidance contained in HQS 52580.

- ii. Estimated Cost of Repair Inspection (Work Write-Up).
 - a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a property has been determined eligible for Program assistance, the respondent will prepare an Estimated Cost of Repair ("ECR") for the program-eligible repairs.
 - b. ECRs will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the home into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
 - c. Assistance to the subrecipient may include:
 - i. Contact the Homeowner to schedule a date and time to perform the field review.

- ii. Travel to the project site.
- iii. Perform the visual review of the housing unit to determine the approximate amount and extent of damage to the home. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
- iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - a. a summary list of items to be addressed;
 - b. a basic description of the repair approach for each item;
 - c. estimated item quantities; and
 - d. site photographs.
- iii. Consider the following in preparation of the ECR:
 - a. the specific materials needed;
 - b. the quantity of those materials;
 - c. trades involved;
 - d. the level of effort and duration for each trade;
 - e. estimated rates and manpower; and
 - f. equipment required to accomplish each of the identified repairs.
- iv. Utilize the following to develop the ECR:
 - a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
 - b. experience with projects of similar size and scope; and
 - c. knowledge of the local market rates and conditions.

- v. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the applicable subrecipient. The final ECR will include the following:
 - a. A completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- vi. Assist the subrecipient with Rehabilitation Inspections at:
 - a. 50% complete progress inspection
 - b. A final inspection at 100% complete
- vii. Assist the subrecipient with reconstruction inspections at:
 - a. Foundation
 - b. 33% complete progress inspection
 - c. 66% complete progress inspection
 - d. A final inspection at 100% complete
- viii. Upon notification of a home being ready for a Construction Review, the provider may contact the homeowner and contractor to schedule a date and time to perform the Review.
 - a. Travel to the project site.
 - b. Conduct on-site observations (field review) of the work completed. The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion. During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- a. Estimated amounts owed to the Contractor.

- b. Items of work that are incomplete (Punch List items).
- c. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

c) Environmental Services

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the Program. The provider will provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.
- iii. Special services may include, but are not limited to the following tasks:
 - a. Archeological study required by SHPO;
 - b. Lead-based paint and/or asbestos inspection; and
 - c. Wetlands assessment.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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**MISCELLANEOUS PROFESSIONAL LIABILITY
DECLARATIONS**

POLICY NO. 106982718

Travelers Casualty and Surety Company of America
Hartford, Connecticut
 (A Stock Insurance Company, herein called the Company)

THE LIABILITY COVERAGES ARE WRITTEN ON A CLAIMS-MADE BASIS. THE LIABILITY COVERAGES COVER ONLY CLAIMS FIRST MADE AGAINST INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1	NAMED INSURED: LANGFORD COMMUNITY MANAGEMENT SERVICES, INC D/B/A: Principal Address: 2901 COUNTY ROAD 175 LEANDER, TX 78641-1608
ITEM 2	POLICY PERIOD: Inception Date: September 18, 2019 Expiration Date: September 18, 2021 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: BSIclaims@travelers.com Fax: (888) 460-6622 Mail: Travelers Bond & Specialty Insurance Claim 385 Washington St. – Mail Code 9275-NB03F St Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Miscellaneous Professional Liability Coverage

ITEM 5	Only those coverage features marked "☒ Applicable" are included in this policy. MISCELLANEOUS PROFESSIONAL LIABILITY Limits of Liability: \$1,000,000 for each Claim; not to exceed \$1,000,000 for all Claims Additional Defense Coverage: ☐ Applicable ☒ Not Applicable Additional Defense Limit of Liability: Not Covered for all Claims Retention: \$2,500 for each Claim Prior and Pending Proceeding Date: September 18, 2018 Retroactive Date: September 18, 2018 Continuity Date: September 18, 2018 Professional Services: Grant Writing and Administration
ITEM 6	PREMIUM FOR THE POLICY PERIOD: \$5,862.00 Policy Premium \$2,931.00 Annual Installment Premium
ITEM 7	TYPE OF LIABILITY COVERAGE: ☐ Reimbursement ☒ Duty-to-Defend Only the type of liability coverage marked "☒" is included in this policy.

ITEM 8	LIABILITY COVERAGE EXTENDED REPORTING PERIOD: Additional Premium Percentage: 75 % Additional Months: 12 (If exercised in accordance with section III. CONDITIONS, O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions)
ITEM 9	LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD: Additional Premium Percentage: Not Applicable Additional Months: Not Applicable (If exercised in accordance with section III. CONDITIONS, K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions)
ITEM 10	ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY: ☒ Applicable ☐ Not applicable Only those coverage features marked " ☒ Applicable" are included in this policy.
ITEM 11	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: ACF-7006-0511; LIA-3001-0109; LIA-19097-0315; LIA-4028-0912; MPL-3001-0109; MPL-7003-0109; LIA-5041-1107

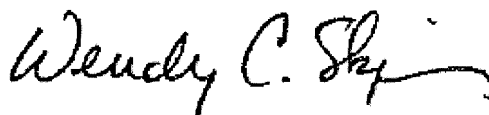
THE DECLARATIONS, THE APPLICATION, THE LIABILITY COVERAGE TERMS AND CONDITIONS, THIS LIABILITY COVERAGE, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary



June 10, 2019

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC
2901 COUNTY ROAD 175
LEANDER, TX 78641-1608

Re: Important Information about Claims Information Line

Dear **LANGFORD COMMUNITY MANAGEMENT SERVICES, INC**

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,
Brian D Martin



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DECLARATIONS**

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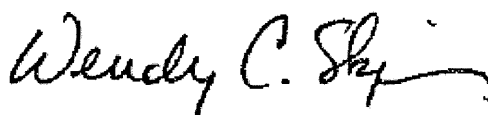
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Countersigned By _____

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary



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Best regards,

Brian D Martin



One Tower Square
Hartford, CT 06183

06/10/2019

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC

2901 COUNTY ROAD 175
LEANDER, TX 78641-1608

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- ☒ Thousands of articles on a variety of risk management topics
- ☒ Topical webinars and podcasts on current issues
- ☒ Checklists to assist in managing risk
- ☒ Web based training
- ☒ Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.



Risk Management Helpline for Miscellaneous Professional Liability

Too often in today's increasingly litigious environment, as a professional, you can find yourself caught in the middle of a potential conflict with a customer or even a third party. To address these growing exposures, now more than ever, Travelers understands that you need high-quality risk management services provided by your professional liability carrier. Travelers is pleased to now offer a risk management helpline that provides up to one hour of free consultative risk management services through Litchfield Cavo, a premier professional liability defense law firm.* The helpline is confidential, and neither your identity nor any identifying details of your issue or question are disclosed to Travelers.

Risk management topics

The helpline has been structured to provide you with access to a confidential, knowledgeable and expert resource on a wide range of risk management topics, including:

- Risk management systems and procedures
- Ethics and professionalism
- Malpractice avoidance
- Customer relationships and conflicts
- Firm management, policies and procedures

Helpline instructions

The helpline can be accessed by any current Travelers insured with Miscellaneous Professional Liability coverage.

Call: 1.888.330.TRAV (8728)

Hours of operation: Monday – Friday,
8:00 a.m. – 5:00 p.m. EST (excluding holidays)

After taking relevant details and analyzing the problem, a legal professional from Litchfield Cavo will return your call and discuss the matter for up to one hour, at no cost to you or your firm.

* Assistance from Litchfield Cavo attorneys is not intended to replace your firm's need to hire counsel to assist in making risk management decisions.

About Litchfield Cavo

Litchfield Cavo is a defense-oriented law firm based in Chicago, Ill, with offices in nine states and over 150 lawyers. Their lawyers are highly experienced in professional liability defense matters.

Note: This service is available for consultation purposes only and is not to discuss actual claim situations. Any actual or potential claims must be reported to the Travelers Bond & Financial Products Claim department.

Please keep this card for easy access
to Travelers risk management helpline.



Travelers helpline: 1.888.330.TRAV (8728)

Policy number: **106982718**

Effective date: **09/18/2019**

Website: **rmplisonline.com**



travelersbond.com

The Travelers Indemnity Company and its property casualty affiliates. One Tower Square, Hartford, CT 06183

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

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One Tower Square
Hartford, CT 06183

06/10/2019

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC

2901 COUNTY ROAD 175
LEANDER, TX 78641-1608

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This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

**Independent Agent And Broker
Compensation Notice**

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

**Travelers, Agency Compensation
One Tower Square
Hartford, Connecticut 06183
(866) 904.8348**

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Texas Insurer And Insurance Department Contact Information Notice

For information about this policy or to make a complaint, call Travelers toll-free at: 800.328.2189. Or write to Travelers at:

Travelers
One Tower Square
Hartford, Connecticut 06183

You may also contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at: 800.252.3439.

You may write the Texas Department of Insurance at:

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104

Web: www.tdi.texas.gov

E-mail: pcintakeunit@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers. If the dispute is not resolved, you may contact the Texas Department of Insurance.

AVISO IMPORTANTE –

INFORMACIÓN O QUEJAS - TEXAS

Usted puede llamar al numero de telefono gratis de Travelers para información o para someter una queja al: 800.328.2189.

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de companias, coberturas, derechos o quejes al: 800.252.3439.

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104

Web: www.tdi.texas.gov

E-mail: pcintakeunit@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Agente o Travelers primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de Información y no se convierte en parte o condicion del documento adjunto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:

Miscellaneous Professional Liability

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106982718**

ACF-7006 Ed. 05-11

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LIABILITY COVERAGE TERMS AND CONDITIONS

**THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE COVERAGE LIMITS.
PLEASE READ THE POLICY CAREFULLY.**

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium, in reliance on the statements in the **Application**, subject to the Declarations, and pursuant to all the terms, conditions, exclusions and limitations of this **Policy**, the Company and the Insureds agree as follows:

I. GENERAL

These **Liability Coverage** Terms and Conditions apply to all **Liability Coverages**. Unless otherwise stated to the contrary, the terms and conditions of each **Liability Coverage** apply only to that particular **Liability Coverage**. If any provision in these **Liability Coverage** Terms and Conditions is inconsistent or in conflict with the terms and conditions of any particular **Liability Coverage**, such **Liability Coverage's** terms, conditions, and limitations will control for purposes of that **Liability Coverage**.

II. DEFINITIONS

Wherever appearing in this **Liability Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this Section II. DEFINITIONS:

- A. **Additional Defense Limit of Liability** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**. If "Not Applicable" is shown as the amount of any **Liability Coverage's** **Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from such **Liability Coverage**.
- B. **Annual Reinstatement of the Liability Coverage Limit of Liability** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for each applicable **Liability Coverage** for each **Policy Year** during the **Policy Period**.
- C. **Application** means the application deemed to be attached to and forming a part of this **Liability Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Liability Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Liability Policy** will waive or change any of the terms, conditions and limitations of this **Liability Policy**.
- D. **Change of Control** means:
 - 1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
 - 2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured**.
- E. **Claim** has the meaning set forth in the applicable **Liability Coverage**.

- F. **Defense Expenses** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including but not limited to, cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided, that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.
- G. **Executive Officer** has the meaning set forth in the applicable **Liability Coverage**.
- H. **Financial Insolvency** means, with respect to the **Insured Organization** or any **Outside Entity**, the appointment of a receiver, conservator, liquidator, trustee, or similar official; or the inability of the **Insured Organization** or **Outside Entity** financially to indemnify the **Insured Persons**.
- I. **Foreign Parent Corporation** means any entity incorporated outside the United States, which owns more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint the **Named Insured's** board of directors, board of trustees or board of managers, or to exercise a majority control of the board of directors, board of trustees or board of managers of the **Named Insured**.
- J. **Insured** has the meaning set forth in the applicable **Liability Coverage**.
- K. **Insured Organization** has the meaning set forth in the applicable **Liability Coverage**.
- L. **Insured Person** has the meaning set forth in the applicable **Liability Coverage**.
- M. **Liability Coverage** means, individually or collectively, the **Liability Coverages** that have been purchased, as indicated in ITEM 4 of the Declarations.
- N. **Liability Coverage Limit of Liability** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**.
- O. **Liability Coverage Shared Limit of Liability** means the amount set forth in ITEM 12 of the Declarations. If "Not Applicable" is shown in ITEM 12 of the Declarations or ITEM 4 of the Declarations indicates that only one **Liability Coverage** is included in this **Liability Policy**, any reference to either the **Liability Coverage Shared Limit of Liability** or ITEM 12 of the Declarations will be deemed to be deleted from this **Liability Policy**.
- P. **Liability Policy** means, collectively, the Declarations, the **Application**, the Liability Coverage Terms and Conditions, each purchased **Liability Coverage**, and any endorsements attached thereto.
- Q. **LLC Manager** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of an **Insured Organization** that is a limited liability company.
- R. **Loss** has the meaning set forth in the applicable **Liability Coverage**.
- S. **Named Insured** means any entity named in ITEM 1 of the Declarations.
- T. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Liability Policy**.
- U. **Policy Year** means:
1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof;
 2. the time between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Liability Policy** if such time period is less than one year;

3. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** if the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** is less than one year; and
 4. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and the effective date or cancellation or termination of this **Liability Policy**, if such time is less than one year.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Potential Claim** means any **Wrongful Act** that may subsequently give rise to a **Claim**.
- X. **Related Wrongful Act** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.
- Y. **Subsidiary** has the meaning set forth in the applicable **Liability Coverage**.
- Z. **Wage and Hour Law** means any federal, state, or local law or regulation governing or related to the payment of wages including the payment of overtime, on-call time, minimum wages, meals, rest breaks or the classification of employees for the purpose of determining employees' eligibility for compensation under such law(s).
- AA. **Wrongful Act** has the meaning set forth in the applicable **Liability Coverage**.

III. CONDITIONS

A. TERRITORY

This **Liability Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world.

B. RETENTION

The **Insured** shall bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under a single **Liability Coverage**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under a single **Liability Coverage**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under such **Liability Coverage**.

If any **Claim** gives rise to coverage under two or more **Liability Coverages**, the Company shall have no obligation to pay **Loss**, including **Defense Expenses**, until the largest Retention that is applicable to such **Claim** under such **Liability Coverages** has been paid by the **Insured**.

No Retention will apply to an **Insured Person** if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is unable to make such indemnification solely by reason of its **Financial Insolvency**. The **Insured Organization** will be conclusively deemed to have indemnified all **Insured Persons** to the extent that the **Insured Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Insured Organization**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

C. LIMITS OF LIABILITY

1. Liability Coverage Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Liability Coverage Shared Limit of Liability** or **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under each applicable **Liability Coverage** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage**; and
- b. in the event that a **Claim** triggers more than one **Liability Coverage**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for any such **Claim** will not exceed the sum of the remaining **Liability Coverage Limits of Liability** of the applicable **Liability Coverages**.

2. Liability Coverage Shared Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established; and further subject to any applicable **Annual Reinstatement of the Liability Coverage Limit of Liability**, if ITEM 4 of the **Declarations** indicates that more than one **Liability Coverage** has been purchased and a **Liability Coverage Shared Limit of Liability** is shown in ITEM 12 of the **Declarations**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will not exceed the remaining **Liability Coverage Shared Limit of Liability**; and
- b. if the **Liability Coverage Shared Limit of Liability** is exhausted by the payment of amounts covered under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, the premium for all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will be fully earned, all obligations of the Company under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**.

3. Annual Reinstatement of the Liability Coverage Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the **Declarations** includes an **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage** or, if applicable, the remaining **Liability Coverage Shared Limit of Liability**; and
- b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for the last **Policy Year** in effect at the time of the termination or cancellation of the **Liability Coverage** or the **Change of Control**.

4. Other Provisions

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If a **Liability Coverage Limit of Liability** is exhausted by the payment of amounts covered under such **Liability Coverage**, the premium for such **Liability Coverage** will be fully earned, all obligations of the Company under such **Liability Coverage** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under such **Liability Coverage**.

D. ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that any **Liability Coverage** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under any such **Liability Coverage** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of, such **Liability Coverage's** applicable **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Liability Coverage Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the Additional Defense Limit of Liability:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and
2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

E. CLAIM DEFENSE

1. If Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by a **Liability Coverage**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.
2. If Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations:
 - a. the Company will have no duty to defend any **Claim** covered by a **Liability Coverage**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by such **Liability Coverage** and the selection of appropriate defense counsel; and
 - b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under such **Liability Coverage**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under such **Liability Coverage**.

3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under such **Liability Coverage**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

F. **INSURED'S DUTIES IN THE EVENT OF A CLAIM**

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by an **Executive Officer**. If an **Executive Officer** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Liability Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, assumed obligation or admission to which it has not consented.

G. **NOTICE OF POTENTIAL CLAIMS**

If an **Insured** becomes aware of a **Potential Claim** and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt.

H. **RELATED CLAIMS**

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Liability Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** was made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

I. **SUBROGATION**

In the event of payment under this **Liability Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

J. **RECOVERIES**

All recoveries from third parties for payments made under this **Liability Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;

3. third, to the Company to reimburse the Company for the amount paid hereunder; and
4. fourth, to the **Insured** in satisfaction of any applicable Retention;
provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

K. CHANGE OF CONTROL

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, the **Liability Policy** may not be canceled by the **Named Insured** and the entire premium for the **Liability Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Named Insured** will have the right to give the Company notice that it desires to purchase a Run-Off Extended Reporting Period for any **Liability Coverage** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability; and
2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty (30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Named Insured** will have the right to purchase the Extended Reporting Period under the terms of Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions.

If, at any time during the **Policy Period**, the **Insured Organization** eliminates or reduces its ownership interest in, or control over a **Subsidiary**, such that it no longer meets the definition of a **Subsidiary**, coverage will continue for such entity but only with regard to **Claims** for **Wrongful Acts** which occurred wholly during the time that the entity was a **Subsidiary**.

L. ACQUISITIONS

If, during the **Policy Period**, the **Insured Organization** acquires or forms a **Subsidiary**, this **Liability Policy** will provide coverage for such **Subsidiary** and its respective **Insured Persons**, subject to all other terms and conditions of this **Liability Policy**, provided written notice of such acquisition or formation has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within ninety (90) days after the effective date of such formation or acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Named Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired or formed **Subsidiary** do not exceed 30% of the total assets of the **Insured Organization** as reflected in the **Insured Organization's** most recent fiscal year-end financial statement; or (2) the acquisition or formation occurs less than 90 days prior to the end of the **Policy Period**.

M. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Liability Policy** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

N. FOREIGN PARENT CORPORATION COVERAGE

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply coverage for **Defense Expenses** resulting from any **Claim** made against a **Foreign Parent Corporation**, but only if and so long as:

1. such **Claim** results from a **Wrongful Act** actually or allegedly committed solely by any **Insured**;
2. such **Insured** and the **Foreign Parent Corporation** are represented by the same counsel in connection with such **Claim**; and
3. such **Insured** is included as a co-defendant.

No **Foreign Parent Corporation** will, by reason of this subsection, have any greater right to coverage under this **Liability Policy** than any **Insured**.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a **Foreign Parent Corporation** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such **Foreign Parent Corporation** or any member of the board of directors, officer, employee, or functional equivalent thereof.

O. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of any Liability Coverage for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation;

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

P. ALLOCATION

1. If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then such covered **Loss** and uncovered loss will be allocated as follows:
 - a. one hundred percent (100%) of **Defense Expenses** incurred by the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
 - b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under such **Liability Coverage**. In making such a determination, the **Insured Organization**, the **Insured Persons** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.
2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under the applicable **Liability Coverage**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.

Q. CANCELLATION

The Company may cancel this **Liability Policy** for failure to pay a premium when due, in which case twenty (20) days written notice will be given to the **Named Insured**, unless, payment in full is received within twenty (20) days of the **Named Insured's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Liability Policy** was in effect.

Subject to the provisions set forth in Section III. CONDITIONS K. CHANGE OF CONTROL, the **Named Insured** may cancel any **Liability Coverage** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Liability Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured** written notice to that effect at least thirty (30) days before the Expiration Date set forth in ITEM 2 of the Declarations.

R. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Liability Policy**.

No person or organization has any right under this **Liability Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

S. CHANGES

Only the **Named Insured** is authorized to make changes in the terms of this **Liability Policy** and solely with the Company's prior written consent. This **Liability Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Liability Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Liability Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Liability Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Liability Policy** issued by the Company.

T. ASSIGNMENT

This **Liability Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

U. REPRESENTATIONS

By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

V. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Liability Policy** was issued, to make any changes in the form of this **Liability Policy**, by which the insurance afforded by this **Liability Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

W. AUTHORIZATION

By acceptance of the terms herein, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Named Insured**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Liability Policy**.

X. ENTIRE AGREEMENT

The Declarations, the **Application**, the Liability Coverage Terms and Conditions, each **Liability Coverage**, and any endorsements attached thereto, constitute the entire agreement between the Company and the **Insured**.

Y. HEADINGS

The titles of the various paragraphs of this **Liability Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Liability Coverage Terms and Conditions

It is agreed that:

1. The following is added to section II. **DEFINITIONS**:

Financial Interest means the **Named Insured's** insurable interest in an **Insured Organization** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of such **Insured Organization** representing the present right to elect, appoint, or exercise a majority control over such **Insured Organization's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
 2. indemnification of, or representation that it has an obligation to indemnify, such **Insured Organization** for **Loss** incurred by such **Insured Organization**; or
 3. election or obligation to obtain insurance for such **Insured Organization**.
2. The following is added to section III. **CONDITIONS**:

SANCTIONS

This **Liability Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

3. The following replaces section III. **CONDITIONS, A. TERRITORY**:

A. TERRITORY AND VALUATION

1. This **Liability Policy** applies anywhere in the world; provided, this **Liability Policy** does not apply to **Loss** incurred by an **Insured**, or a **Foreign Parent Corporation**, residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.
2. In the event an **Insured Organization** incurs **Loss** referenced in 1. above to which this insurance would have applied, the Company will reimburse the **Named Insured** for its **Loss**, on account of its **Financial Interest** in such **Insured Organization**. As a condition precedent to such reimbursement, or any rights under this **Liability Policy**, the **Named Insured** will cause the **Insured Organization** or its **Insured Persons** to comply with the conditions of this **Liability Policy**.
3. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Liability Policy** are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Liability Policy** is stated in a currency other than United States dollars, payment under this **Liability Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

Issuing Company: **Travelers Casualty and Surety Company of America**
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4. The following is added to section III. **CONDITIONS, E. CLAIM DEFENSE**:

In the event of a **Claim** against an **Insured** or **Foreign Parent Corporation** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend such **Claim** as set forth in this section III. **CONDITIONS, E. CLAIM DEFENSE, 1.** to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim** or if Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, then this section III. **CONDITIONS, E. CLAIM DEFENSE, 2.** applies to such **Claim**; provided, any such **Claim** is subject to section III. **CONDITIONS, P. ALLOCATION, 2.**

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES ENDORSEMENT

This endorsement changes the following:

Liability Coverage Terms and Conditions

It is agreed that:

1. The following replaces the first paragraph of section III. **CONDITIONS, O. EXTENDED REPORTING PERIOD:**

At any time prior to or within 60 days after the effective date of termination or cancellation of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting offered by the company. Such offering will include a period of 12 months for all **Liability Coverages** that are part of this **Liability Policy**, following the effective date of termination or cancellation of any **Liability Coverage**, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation of any **Liability Coverage** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation of any **Liability Coverage** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional, or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of termination or cancellation of any **Liability Coverage**.

2. The following replaces section III. **CONDITIONS, U. REPRESENTATIONS:**

U. REPRESENTATIONS

By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If it is established by judicial adjudication through a trial of the underlying facts that any statement or representation in the **Application** to this **Liability Policy** is (i) untrue and (ii) material with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106982718**

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

3. The following is added to the Liability Coverage Terms and Conditions:

Throughout the **Liability Policy** and any endorsements abuse means an act which is committed with the intent to cause harm.

4. The following is added to the Liability Coverage Terms and Conditions:

AUTOMATIC REPORTING PERIOD

If the **Insured** or the Company nonrenews or terminates this **Liability Policy** or any Insuring Agreement made part of this **Liability Policy**, except for termination due to non-payment of premium, coverage provided under this **Liability Policy** or such Insuring Agreement shall be automatically extended for the period of 30 days following the effective date of such nonrenewal or termination, (herein called the "Automatic Reporting Period"), but only with respect to a **Wrongful Act** otherwise covered thereunder taking place before the effective date of such nonrenewal or termination. Any Claim made during the Automatic Reporting Period shall be deemed to have been made during the **Policy Year** immediately preceding the Automatic Reporting Period.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106982718**



MISCELLANEOUS PROFESSIONAL LIABILITY

**THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.
PLEASE READ ALL TERMS CAREFULLY.**

I. INSURING AGREEMENTS

- A. The Company will pay on behalf of the **Insured, Loss** for any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period for a **Wrongful Act**.
- B. The Company will reimburse the **Insured** for **Disciplinary Proceeding Expenses** incurred in responding to a **Disciplinary Proceeding** commenced during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period. The maximum amount available for **Disciplinary Proceeding Expenses** will be \$25,000 for each **Policy Period**, regardless of the number of **Disciplinary Proceedings**, and any payment made hereunder will not be subject to a Retention and will not reduce any applicable limit of liability.

II. DEFINITIONS

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type have the meanings set forth in this section **II. DEFINITIONS**:

- A. **Claim** means:
 - 1. a written demand for monetary damages or non-monetary relief;
 - 2. a civil proceeding commenced by service of a complaint or similar pleading;
 - 3. a formal administrative or regulatory proceeding, other than a **Disciplinary Proceeding**, commenced by filing of a notice of charges, formal investigative order, service of summons, or similar document;
 - 4. an arbitration, mediation, or other alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
 - 5. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,against an **Insured** for a **Wrongful Act**.

A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim**.
- B. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, board, or agency to investigate charges of professional misconduct in the performance of **Professional Services**.
- C. **Disciplinary Proceeding Expenses** means reasonable and necessary fees, costs, and expenses incurred by any **Insured** to investigate, defend, or appeal any **Disciplinary Proceeding**, provided that **Disciplinary Proceeding Expenses** do not include:
 - 1. fines, penalties, or sanctions assessed against any **Insured**; or
 - 2. expenses, salaries, wages, benefits, or overhead of, or paid to, any **Insured**.

- D. **Employee** means a natural person whose labor or service is engaged by and directed by the **Insured Organization** and:
1. who is on the payroll of the **Insured Organization**, including:
 - a. any in-house general counsel of the **Insured Organization**; and
 - b. any other full-time, part-time, temporary, and seasonal workers; or
 2. whose services have been leased to the **Insured Organization**.
- Independent contractors are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the **Wrongful Act**.
- E. **Executive Officer** means a member of the board of directors, officer, natural person partner, principal, risk manager, or **LLC Manager**, in-house general counsel of the **Insured Organization** or a functional equivalent thereof.
- F. **Insured** means the **Insured Persons** and the **Insured Organization**.
- G. **Insured Organization** means the **Named Insured**, any **Subsidiary**, and any such entity as debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.
- H. **Insured Person** means any natural person who was, is, or becomes a member of the board of directors, officer, **Employee**, partner, or **LLC Manager** of the **Insured Organization** for **Wrongful Acts** committed in the discharge of his or her duties as such.
- In the event of the death, incapacity, or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives, or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.
- I. **Loss** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements, judgments, compensatory damages, punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages, prejudgment and postjudgment interest, and legal fees and expenses awarded pursuant to a court order or judgment. **Loss** does not include:
1. civil or criminal fines, sanctions, liquidated damages, payroll or other taxes, penalties, the multiplied portion of any multiplied damage award, any return, withdrawal, restitution or reduction of professional fees, profits, or other charges, or damages or types of relief deemed uninsurable under applicable law;
 2. amounts that constitute the cost of complying with any order for, grant of, or agreement to provide, injunctive or non-monetary relief; or
 3. any amount allocated to non-covered loss pursuant to section III. **CONDITIONS. P. ALLOCATION** of the Liability Coverage Terms and Conditions.
- J. **Personal Injury** means:
1. false arrest, detention, or imprisonment, or malicious prosecution;
 2. the publication or utterance of libel, slander, or other defamatory or disparaging material;
 3. invasion, infringement, or interference with the rights of privacy;
 4. wrongful entry or eviction; or
 5. invasion of the right of private occupancy.
- K. **Professional Services** means only those services performed for others set forth in ITEM 5 of the Declarations.
- L. **Subsidiary** means:
1. any corporation, partnership, limited liability company, or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 in the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the right to elect, appoint, or exercise a majority control over such

- entity's board of directors, board of trustees, board of managers, natural-person general partners, or functional equivalent; and
2. subject to the provisions set forth in section **III. CONDITIONS L. ACQUISITIONS** of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural-person general partners or functional equivalent.
- M. Wrongful Act** means any actual or alleged act, error, omission, misstatement, misleading statement, or breach of duty or neglect by or on behalf of, or any matter asserted against, an **Insured** in the rendering of or failure to render **Professional Services**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person.
3. The Company will not be liable for **Loss** for any **Claim**:
 - a. based upon or arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of any **Pollutant**;
 - b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
 - c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**.
4. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative, or regulatory proceeding against any **Insured** as of the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
5. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** occurring prior to any applicable Retroactive Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
6. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation, or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
7. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.
8. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties, or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state, or local law or

regulation, or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

9. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state, or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee** or dependent in, any employee benefit plan, fund, or program, including contracts or agreements which are not subject to the provisions of ERISA.
10. The Company will not be liable for **Loss** for any **Claim** by or on behalf of any spouse or person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law, of any **Insured**.
11. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Insured** or any entity that at the time the **Wrongful Act** is committed, or the date the **Claim** is made:
 - a. is owned, operated, or controlled by any **Insured**;
 - b. owns, operates, or controls any **Insured**; or
 - c. any **Insured** is a member of the board of directors, officer, member of the board of managers, partner or principal stockholder.
12. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**.
13. The Company will not be liable for **Loss** for any **Claim** for:
 - a. plagiarism; or
 - b. misappropriation, infringement, or violation of copyright, patent, trademark, service mark, trade name, trade secret or any other intellectual property rights.
14. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of the liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
15. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Personal Injury**.
16. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any discrimination, humiliation, harassment, or misconduct by an **Insured** because of race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, marital status, or any other class protected under federal, state, local, or other law.
17. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any commingling of, or failure to segregate, funds or assets by any **Insured**.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:
 - a. committing any criminal, dishonest, or fraudulent act;
 - b. committing any willful violation of any statute, rule, or law; or
 - c. gaining any profit, remuneration, or advantage to which such **Insured** was not legally entitled,

provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such criminal, dishonest, or fraudulent act, or willful violation of statute, rule, or law, or gained such profit, remuneration, or advantage to which such **Insured** was not legally entitled.

IV. SEVERABILITY OF EXCLUSIONS

No conduct of any **Insured Person** will be imputed to any other **Insured Person** to determine the application of any of the Exclusions set forth in section III. **EXCLUSIONS**.

V. CONDITIONS

A. RETENTION

This section **V. CONDITIONS A. RETENTION** supplements and does not replace section III. **CONDITIONS B. RETENTION** of the Liability Coverage Terms and Conditions.

If any **Claim** alleges that an **Insured** committed any criminal, dishonest or fraudulent act or omission or any willful violation of any statute, rule, or law, or gained any profit, remuneration, or advantage to which such **Insured** was not legally entitled, then no retention will apply to **Defense Expenses** resulting from such **Claim**, and the Company will reimburse the **Insured Organization** for any **Defense Expenses** paid by the **Insured Organization** in connection with any such **Claim**, if:

1. with respect to such **Claim**, there is a final adjudication of no liability obtained prior to or during trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment or any similar motion or process, after exhaustion of all appeals, or a final judgment of no liability obtained after trial, in favor of all **Insureds**, after exhaustion of all appeals; or
2. such **Claim** is dismissed or there is a stipulation to dismiss such **Claim** with prejudice and without the payment of any monetary consideration by the **Insureds**.

In no event will a settlement of a **Claim** be considered a final adjudication of no liability for purposes of this subsection. As a condition of any reimbursement of **Defense Expenses** as set forth above, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of such amounts in the event that such **Claim** is reinstituted after payment by the Company.

B. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for 30% of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for 30% of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the applicable limit of liability.

C. LIMIT OF LIABILITY

This section **V. CONDITIONS C. LIMIT OF LIABILITY** supplements and does not replace section III. **CONDITIONS C. LIMITS OF LIABILITY** of the Liability Coverage Terms and Conditions.

The Company's maximum limit of liability for **Loss**, including **Defense Expenses**, for each **Claim** will not exceed the applicable limit of liability for each **Claim** set forth in ITEM 5 of the Declarations for this **Liability Coverage**, regardless of when payment is made and regardless of when an **Insured's** legal obligation with regard thereto arises or is established.

D. OTHER INSURANCE

This **Liability Coverage** applies as excess insurance over, and will not contribute with any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**. This **Liability Coverage** will not be subject to the terms of any other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECT AND ENGINEER SERVICES EXCLUSION ENDORSEMENT

This endorsement modifies the following:

Miscellaneous Professional Liability

It is agreed that:

The following is added to section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS** :

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of the rendering of or failure to render services as an architect or engineer.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106982718**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following if applicable:

Liability Policy
Kidnap and Ransom Policy
Identity Fraud Expense Reimbursement Policy

It is agreed that:

The CANCELLATION section of this policy is replaced by the following:

CANCELLATION

The Company may cancel this policy for failure to pay a premium when due, in which case **(twenty) (20)** days (number of days must equal or exceed twenty (20) days) written notice, shall be given to the **Named Insured or Insurance Representative**, unless payment in full is received within twenty (20) days of the **Named Insured or Insurance Representative's** receipt of such notice of cancellation. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this policy was in effect.

Subject to the provisions set forth in Liability Coverage Terms and Conditions Section III. CONDITIONS K. CHANGE OF CONTROL, if applicable, the **Named Insured or Insurance Representative** may cancel any coverage by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured or Insurance Representative** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this policy upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured or Insurance Representative** written notice to that effect **(sixty) (60)** days (number of days must equal or exceed sixty (60) days) before the Expiration Date set forth in ITEM 2 of the Declarations.

If notice is delivered or mailed later than the sixtieth (60th) day before the Expiration Date, the coverage shall remain in effect until the sixty-first (61st) day after the date on which the notice is delivered or mailed. Earned premium for any period of coverage that extends beyond the Expiration Date of the policy shall be computed pro rata based on the previous year's rate.

Cancellation and nonrenewal notices will provide a written statement fully explaining any decision which adversely affects the **Named Insured or Insurance Representative**. The Company must state the following:

- A. the precise incident, circumstances or risk factor(s) applicable to the policyholder that violates the guidelines;
- B. the source of information the Company relied on regarding the incident, circumstances or risk factor(s); and
- C. specifically, any other information deemed relevant by the Commissioner.

We may not cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106982718**

REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

Italics – Explanatory; NOT CONTRACT LANGUAGE

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) (11))
>\$10,000	<i>B) All contracts in excess of \$10, 000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</i> <u>Termination for Cause:</u> If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. <u>Termination for Convenience of the City/County:</u> City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.	2 CFR 2:00 APPENDIX II (B)

>\$50,000	<i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.</i> Use the following language for contracts > \$50,000: <u>Resolution of Program Non-compliance and Disallowed Costs:</u> In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To th is effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.	2 CFR 200 APPENDIX II (A)
<i>Equal Opportunity Clause for Construction Contracts > \$10K, including administration & engineering contracts associated with construction contracts.</i>		
≥\$10,000	2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." <u>§60-1.4(b) Equal opportunity clause:</u> <i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract. loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i> <i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:</i> During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

	orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
CONSTRUCTION CONTRACTS		
>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act	<i>Federal labor standards provisions include:</i> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i>	

>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)</i> (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations {29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations {29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency	2 CFR 200 APPENDIX II (D)
≥\$100,000	(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$100,000	(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>\$150,000	(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-652173

Date Filed:
08/03/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Langford Community Management Services
LEANDER, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Taylor

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

GLO-CDBG-MIT
Grant Administrative Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hardin, Margaret	Leander, TX United States	X	
	Langford, Judy	Leander, TX United States	X	

5 Check only if there is NO Interested Party. ☐

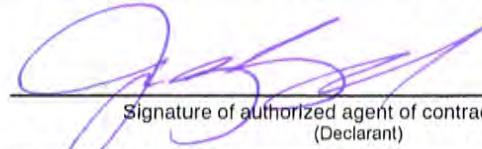
6 UNSWORN DECLARATION

My name is Judy Langford, and my date of birth is 12-25-60.

My address is 2901 CR 175, Leander, Tx, 78641, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 9 day of July, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

AMENDMENT NO. 1

City of Taylor Grant Administration & Environmental Services Contract

As pre-procurement required the City of Taylor to contractually enter into an agreement prior to the establishment of the project; the contract agreement was based on a percentage (%) figure.

Federal Regulations require that with funding; the Grant Administration & Environmental Services Contract must be amended to include a dollar figure. The contract amounts are as follows:

- Contract Amount for Non-Housing Project (Infrastructure): \$635,837.52
Grant Administrative Services - \$605,837.52
Environmental Services - \$30,000.00
Contract # 22-083-005-D477

Brandt Rydell
City Mayor

Judy Langford
Langford Community Management Services

Date: _____

Date: _____



GLO CONTRACT NO. 22-083-005-D477
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF TAYLOR**, Texas Identification Number (TIN) **17460023553** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) Subaward

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$5,555,330.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix (CDBG)
- ATTACHMENT H:** Public Law 113-2 Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation-funding/index.html>; and

(f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“[Acquisition](#)” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“[Act](#)” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“[Action Plan](#)” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at <https://recovery.texas.gov/action-plans/mitigation-funding/index.html>.

“[Activity](#)” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“[Advance Payment](#)” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“[Amendment](#)” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“[Application](#)” or “[Grant Application](#)” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“[As-Built Plans](#)” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“[Audit Certification Form](#)” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“[AUGF](#)” means HUD Form 7015.16, *Authority to Use Grant Funds*.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“[Budget](#)” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“[Buyout](#)” means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[CDBG-MIT](#)” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“[Certificate of Construction Completion](#)” or “[COCC](#)” means a document to be executed by Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

“[C.F.R.](#)” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Disaster Risk Reduction Area](#)” means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

“[Environmental Review Record](#)” or “[ERR](#)” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. § 200.313.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[FWCR](#)” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“[Infrastructure](#)” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Method of Distribution](#)” or “[MOD](#)” means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Monthly Activity Status Report](#)” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“[NTP](#)” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means City of Taylor, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.

- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 VARIANCE

Amendments to decrease or increase the subaward amount or to add or delete an Activity may be made only by written agreement of the Parties, under the formal Amendment process described in **Section 8.16**, below. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing and may be delivered by regular or electronic mail.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF REMAINING, UNREQUESTED FUNDS.

Upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter to Subrecipient.

2.04 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly.

2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **May 31, 2024**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient**

must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period one time for a period of up to two years. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.10** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;

- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment H** and accessible online at <https://www.hudexchange.info/resource/3898/public-law-113-2-contract-reporting-template/>. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. § 1701u](#)), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient’s efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**

Quarter 2 (Dec-Feb): Due **March 10th**

Quarter 3 (Mar-May): Due **June 10th**

Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at <https://recovery.texas.gov/local-government/resources/infrastructure/index.html>. Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **Subrecipient must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Subrecipient shall report its DUNS number and CAGE code to the GLO for use in various grant-reporting documents.** A DUNS number may be obtained by visiting the Dun & Bradstreet website: <https://www.dnb.com>. A CAGE code will be assigned when the obtained DUNS number is registered with the System for Award Management at <https://www.sam.gov>. Assistance with the System for

Award Management website may be obtained by calling 866-606-8220. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's

construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) Project Delivery – Grant Administration

To ensure full performance of this Contract, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position

Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of**

inspection. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

Subrecipient shall be responsible for the safety and well-being of its employees, customers, and invitees. These requirements shall survive the term of this Contract until all claims have been settled or resolved and suitable evidence to that effect has been furnished to the GLO. The provisions of this section shall survive termination of this Contract.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied, as outlined in Section 5.05 above.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.04** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans

available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

City of Taylor
400 Porter St
Taylor, Texas 76574
Attention: Brian LaBorde

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this

Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.13 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.14 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.15 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

8.16 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 2.03**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

Pursuant to **Section 2.03** hereof, a final **Grant Completion Report** for all Activities performed under this Contract shall be submitted to the GLO for review and approval prior to expiration of the Contract and shall include all such informal Revisions approved by the GLO over the life of the Contract.

8.17 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.18 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.20 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 2.05, 3.02, 3.04, 3.05, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, and 8.16** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.21 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and, pursuant to **Section 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS.

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.22 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.23 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.24 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of

God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as “Force Majeure”), then, while compliance is so prevented, the affected Party’s obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.25 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is the responsible entity, as “responsible entity” is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record (“ERR”) for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.26 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-MIT funds expected to be made available;

- (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;
 - (iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
 - (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
 - (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.27 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by the 2015 Floods. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program."

8.28 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

- (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
- (ii) in a way that meets the Contract's performance requirements; or
- (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (c) For purposes of section (b) above:
 - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.29 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase

order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.30 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix (CDBG)**, incorporated herein for all purposes as **Attachment G**.

8.31 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who

makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

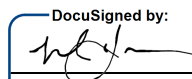
Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 22-083-005-D477
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT
CDBG-MIT – 2015 FLOODS STATE MID COMPETITION ROUND 1

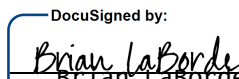
GENERAL LAND OFFICE

CITY OF TAYLOR

DocuSigned by:


Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

Date of execution: 4/12/2022 _____

DocuSigned by:


By: Brian Laborde
Title: City Manager

Date of execution: 4/8/2022 _____

OGC  _____

PM  _____

SDD  _____

DGC  _____

GC  _____

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** Special Conditions
- ATTACHMENT F** Monthly Activity Status Report
- ATTACHMENT G** GLO Information Security Appendix (CDBG)
- ATTACHMENT H** Public Law 113-2 Contract Reporting Template

ATTACHMENTS FOLLOW

**CITY OF TAYLOR
22-083-005-D477****PERFORMANCE STATEMENT**

The U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under Public Law 115-123, was enacted on August 30, 2019, to facilitate disaster recovery, restoration, mitigation, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by 2015, 2016, and 2017 disasters, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

In strict conformance with the terms and conditions of the 2015 State Most Impacted and Distressed (SMID) Competition and this Contract, City of Taylor (Subrecipient) shall perform, or cause to be performed, the Infrastructure Activities defined below.

Subrecipient has identified drainage improvement activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$5,555,330.00. Subrecipient will be required to maintain a detailed budget breakdown in the official system of record of the GLO's Community Development and Revitalization (GLO-CDR) division.

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Flood and Drainage Facilities

Subrecipient shall provide a regional detention and channel improvements within the Bull Branch and Mustang Creek watersheds and complete all associated appurtenances. Construction shall take place at the following locations, including mid-point coordinates for each segment.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Bull Branch Detention /Donna Channel Improvements	In vicinity of the Donna Channel, which extends west of the residential lots along Donna Drive from Mallard Lane to Bull Branch Creek 30.588627, -97.419512	One (1) Public Facility	208.08 209.00 210.00 211.00	1,2 1,3,4 1,2,3 1,2
Mustang Creek Regional Detention/Drainage Improvements	Upstream of Hwy 79 and Taylor Municipal Airport along Mustang Creek 30.566933, -97.443403	One (1) Public Facility	212.01 212.02 212.03	1,2 1,2 1,2 1,2,3

These activities shall benefit fifteen thousand eight hundred forty (15,840) persons. Of these persons, nine thousand three hundred (9,300), or fifty-eight and seventy-one hundredths' percent (58.71%), are of low to moderate income.

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	\$5,555,330.00	\$2,188,388.03 ¹	\$7,743,718.03
TOTAL	\$5,555,330.00	\$2,188,388.03¹	\$7,743,718.03

¹ CITY OF TAYLOR GENERAL FUND TO BE USED TOWARD PROJECT DELIVERY, ENGINEERING, ACQUISITION AND CONSTRUCTION COSTS

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MILESTONES

Budget Gates, Milestones, Actions, and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not-to-exceed, the identified percentage of the budget category until stated deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of budget category after submittal to and approval by the GLO of the stated deliverable.)	Multiple Deliverable Milestones (Subrecipient may draw up to, but not-to-exceed, the percentage stated after submittal to and approval by the GLO of the stated deliverable.)	
	Project Delivery		Engineering Funds			
Project Phase Actions and Deliverables:	Grant Administration Funds	Environmental Funds		Special Environmental Funds	Acquisition Funds	Construction Funds
Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required start-up documentation reviewed and accepted by GLO; executed grant administration service provider contract in pdf.	0-15%					
Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in pdf provided during start-up phase as applicable.			0-30%			
Action: Commencement of Environmental Phase Deliverable: Executed environmental service provider contract in pdf provided during start-up phase as applicable.	15.01-30%	0-30%				
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in pdf*.			30.01-60%			

Project Phase Actions and Deliverables:	Project Delivery		Engineering Funds		Special Environ- mental Funds	Acquisition Funds		Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environ- mental Funds							
Action: Grant Completion Report Approval Deliverable: GCR approved by GLO.	95.01-100%								
Failure to provide any deliverable identified could result in repayment of funds expended in part or in full. Deliverables identified in the table allow the subrecipient to draw the identified percentage per category contingent upon compliance of associated program guidance. *if multiple construction contracts, multiple deliverables are required and associated costs are pro-rated in accordance with budget details in final GLO approved application **if project includes more than one ERR, associated costs are pro-rated in accordance with budget details in final GLO approved application									

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ASSURANCES - CONSTRUCTION PROGRAMSOMB Approval No. 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
DocuSigned by:  0A297AF5AC6E497		City Manager	
APPLICANT ORGANIZATION		DATE SUBMITTED	
City of Taylor		4/8/2022	

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871***Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT
City of Taylor

AWARD NUMBER AND/OR PROJECT NAME
22-083-005-D477

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Brian LaBorde
City Manager

SIGNATURE

DocuSigned by:

0A297AF5AC6E497

DATE 4/8/2022

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. *Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. *Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. *Report Type: a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Federal Use Only

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible 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.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include 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 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and

Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

and 1541 (7 U.S.C. §§ 4201(b) and 4202); and
Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);
General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and
Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

- ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

* Subrecipient may establish a longer affordability period at its own discretion.

moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will provided be provided in the form of a forgivable loan or grant at zero interest dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven on a pro-rated basis until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient:

Contract Number:

Preparer Name:

Contact Information:

Reporting Period (Month/ Year):

Project Title:

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

GLO Information Security Appendix (CDBG)

1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8. Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9. Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below. Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to <https://www.onecpd.info/get-assistance/my-question/> for DRGR technical assistance.

Data Fields:

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. <u>Note:</u> Entering the DUNS into this template does not fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.

P.L. 113-2 Contract Reporting Template

Grantee:
Grant Number:
Date Updated:

A. Contractor Name	B. DUNS Number	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXX-XXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

*See Instructions tab for additional guidance on template elements.



City Council Meeting ***April 28, 2022*** ***Transmittal Letter***

STRATEGIC PILLAR

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

Agenda Item #: 8

Agenda Title: **Hold a public hearing and introduce Ordinance 2022-15 regarding an amendment to the Envision Taylor Comprehensive Plan.**

Council Action to be taken: Hold a public hearing and introduce the ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

This agenda item provides for the public hearing and ordinance introduction for an amendment to the comprehensive plan to address the development of the Samsung property.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

City Council adopted the new Envision Taylor Comprehensive Plan on November 18, 2021. The following week, Samsung announced that they had selected Taylor as the site for their new semiconductor manufacturing facility. In order to ensure that the comprehensive plan adequately reflects the impacts of the Samsung development on the land use and transportation plans as well as the implementation plan, the City engaged Lionheart Places to prepare an amendment to Envision Taylor.

The scope of the amendment includes the following:

- Revisions to the Growth Sectors map in the area around the Samsung site
- Revisions to the Future Land Use plan and map in the area around the Samsung site
- Creation of a new land use category titled Special Employment District
- Revisions to the Transportation Plan to reflect relocation, removal and addition of streets and roads around the Samsung site
- Addition of two implementation actions: #16 – Special Employment District – Small Area Plan and #17 – Support Living and Working in the City of Taylor
- A series of cleanup revisions to the Transportation Plan to correct errors, misalignments, etc.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Ensures the comprehensive plan remains current and reflects changes that have occurred since the plan's adoption.	N/A

4. RECOMMENDATION

Planning and Zoning Commission recommended City Council approve the proposed amendment on April 12, 2022.

5. FUNDING SOURCE

Samsung DRRA funds

6. TIMELINE

Envision Taylor comprehensive plan was adopted November 18, 2021
 Samsung announced the selection of Taylor on November 23, 2021
 Staff engaged Lionheart to prepare an amendment to the plan on December 13, 2021
 Comprehensive Plan Advisory Committee met February 7, 2022
 CAMPO demographer meeting February 9, 2022
 Focus group meetings conducted February 14, 2022
 Public meeting conducted February 15, 2022
 Council update March 10, 2022
 Planning and Zoning Commission recommendation April 12, 2022
 Amendment public hearing and adoption April 28, 2022 and May 12, 2022, respectively.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 8a. [Staff Report](#)
- 8b. [PowerPoint Presentation](#)
- 8c. [Ordinance 2022-15](#)
- 8d. [Ordinance Exhibit A](#) - Amended Envision Taylor Comprehensive Plan

**City of Taylor
Comprehensive Plan Adoption
P&Z Staff Report**

Requested Action:

Receive a presentation and consider a recommendation to City Council on the first amendment to the Envision Taylor Comprehensive Plan.

Applicant:

City of Taylor

Purpose:

Chapter 213 of the Texas Local Government Code authorizes cities to adopt comprehensive plans. The Code states:

“The governing body of a municipality may adopt a comprehensive plan for the long-range development of the municipality. A municipality may define the content and design of a comprehensive plan.

A comprehensive plan may:

- (1) include but is not limited to provisions on land use, transportation, and public facilities;
- (2) consist of a single plan or a coordinated set of plans organized by subject and geographic area; and
- (3) be used to coordinate and guide the establishment of development regulations.”

Prior to adoption of the comprehensive plan, the plan must first be reviewed by the City’s Planning and Zoning Commission.

Background:

The City of Taylor adopted the Envision Taylor Comprehensive Plan on November 18, 2021. Shortly thereafter, on November 23, 2021, Samsung announced the selection of Taylor as the site for a new semiconductor manufacturing facility.

In order to ensure that the comprehensive plan adequately reflects the impacts of the Samsung development on the land use and transportation plans as well as the implementation plan, the City engaged Lionheart Places to prepare an amendment to Envision Taylor.

Meetings related to the amendment were held on the following dates:

- February 7, 2022 – Comprehensive Plan Advisory Committee
- February 9, 2022 – CAMPO demographer
- February 14, 2022 – Stakeholder Focus Groups
- February 15, 2022 – Community Workshop
- February 25, 2022 – Capital Area Rural Transportation System (CARTS)
- March 10, 2022 – City Council scoping presentation

The scope of the amendment includes the following:

- Revisions to the Growth Sectors map in the area around the Samsung site
- Revisions to the Future Land Use plan and map in the area around the Samsung site

- Creation of a new land use category titled Special Employment District
- Revisions to the Transportation Plan to reflect relocation, removal and addition of streets and roads around the Samsung site
- Addition of two implementation actions: #16 – Special Employment District – Small Area Plan and #17 – Support Living and Working in the City of Taylor
- A series of cleanup revisions to the Transportation Plan to correct errors, misalignments, etc.

Staff Recommendation:

Staff recommends that P&Z recommend adoption of the first amendment to the Envision Taylor Comprehensive Plan.

Attachments:

1. Presentation
2. Ordinance 2022-15
3. Ordinance Exhibit A - Amended Envision Taylor Comprehensive Plan

TAYLOR COMPREHENSIVE PLAN UPDATE

City Council Public Hearing April 28, 2022



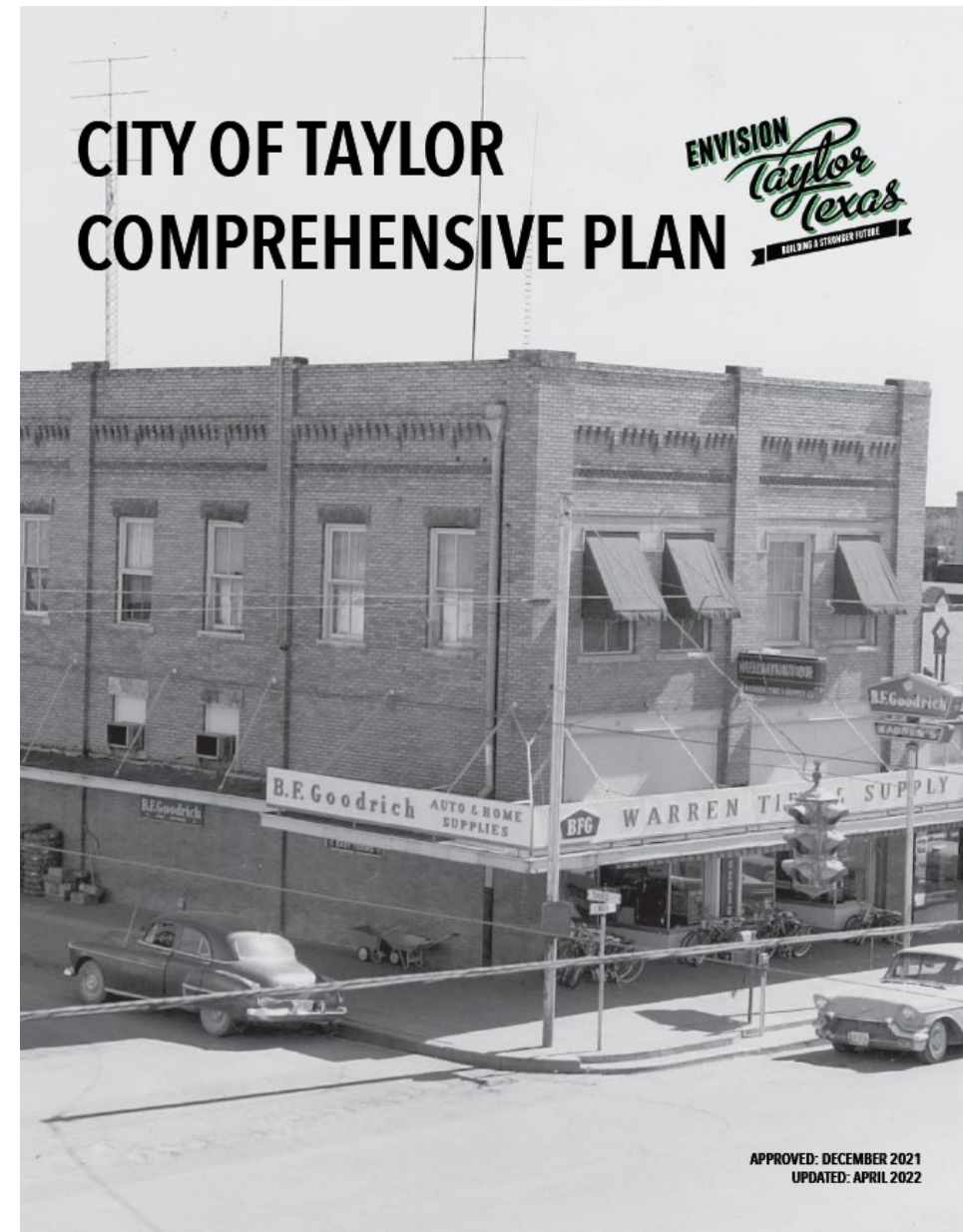
PURPOSE

The City of Taylor adopted the Envision Taylor Comprehensive Plan on

November 18, 2021

Samsung Electronics announced that it would build a new semiconductor manufacturing facility in Taylor, Texas on

November 23, 2021



APPROVED: DECEMBER 2021
UPDATED: APRIL 2022

Big Ideas



Community Character

Maintain Taylor's small-town atmosphere.



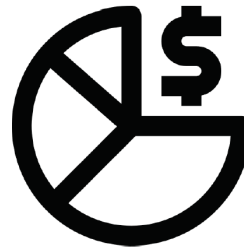
Inclusive Growth

Be intentional and thoughtful about ensuring that all people and communities' benefit from growth.



Diverse Housing

Ensure that housing accommodates all ages, abilities, household types, and income.



Fiscal Sustainability and Infrastructure

Make smart investments that maximize use of existing infrastructure and provide sufficient resources for long term maintenance, repairs, and replacement.



Economic Resilience

Support and promote unique, local businesses.

HOW DOES SAMSUNG IMPACT THE ENVISION TAYLOR COMPREHENSIVE PLAN?

2022



2040

Foundation of the Plan does not Change:

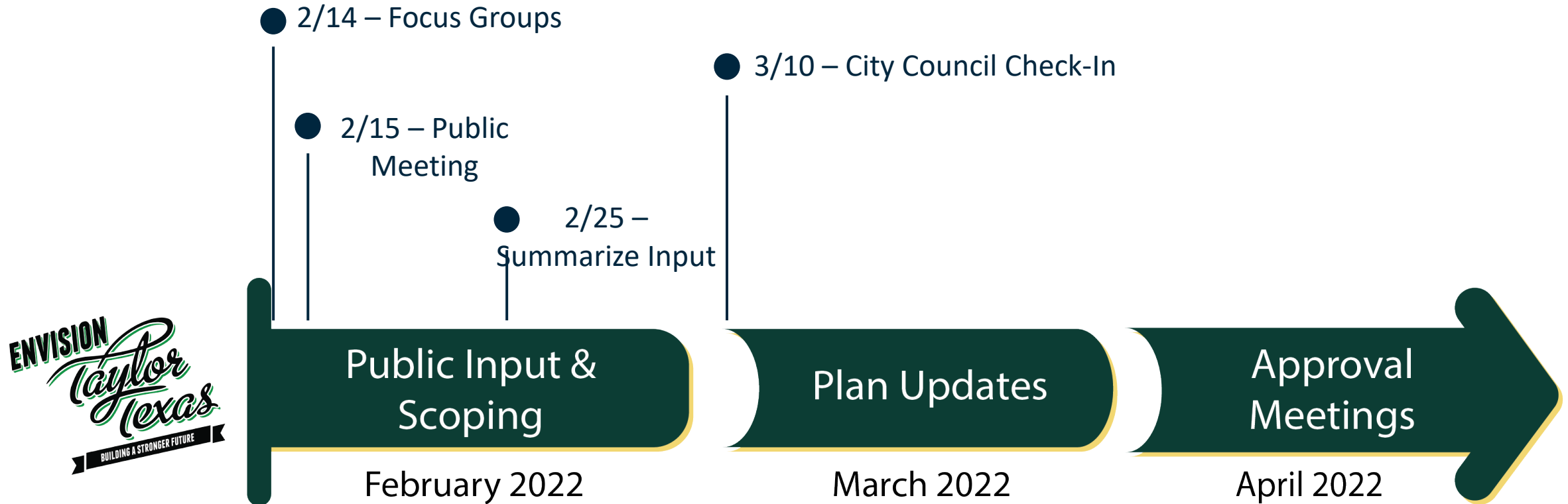
- Big Ideas

This Process will Review:

- Population Projections
- Infrastructure Planning
- Land Use Planning
- Implementation Strategies



PROCESS



STAKEHOLDER FEEDBACK

At the Samsung Austin location, mixed use centers with high density housing, retail and services located near Samsung are sought after by younger workers and engineers.

Encourage employees to use alternative commute methods by supporting employer-based ride share programs. and consider routes to bring people from the facility Downtown Taylor.

Samsung is one of several new larger employers locating east of Austin that will create a demand for workforce housing and training in Taylor

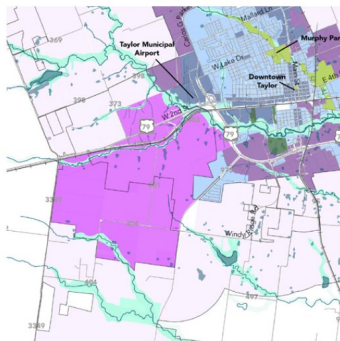
Discourage low density residential land uses within the vicinity of the Samsung facility.

Coordinate with Samsung and other employers to encourage workers to live in the City of Taylor.

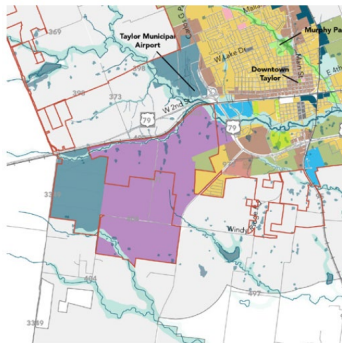
Samsung can function as an anchor to bring more high-tech jobs into the area; however; more work needs to be done to provide utility and transportation infrastructure in order to provide “shovel ready” land to attract more business

PROPOSED PLAN UPDATES

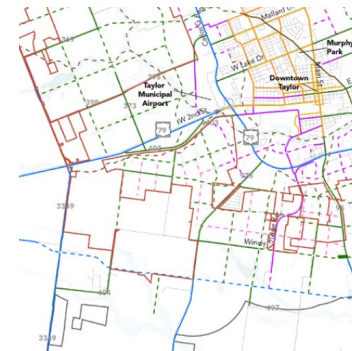
1 GROWTH SECTOR MAP



2 FUTURE LAND USE MAP



3 THOROUGHFARE PLAN



4 IMPLEMENTATION STRATEGIES



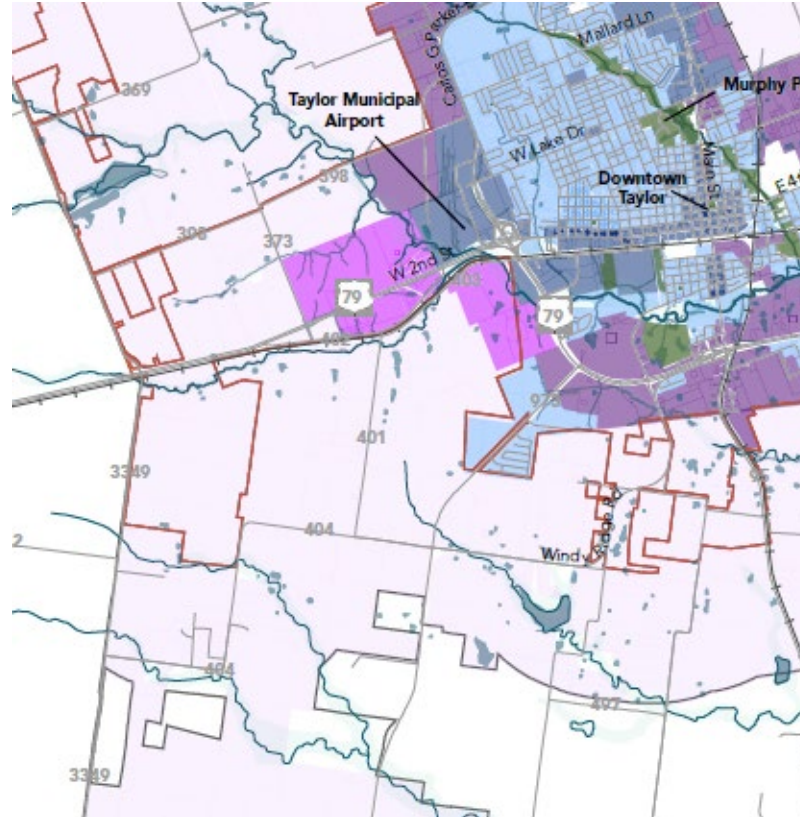
GROWTH SECTORS MAP UPDATE

Added land area to
Controlled Growth Sector (G2)

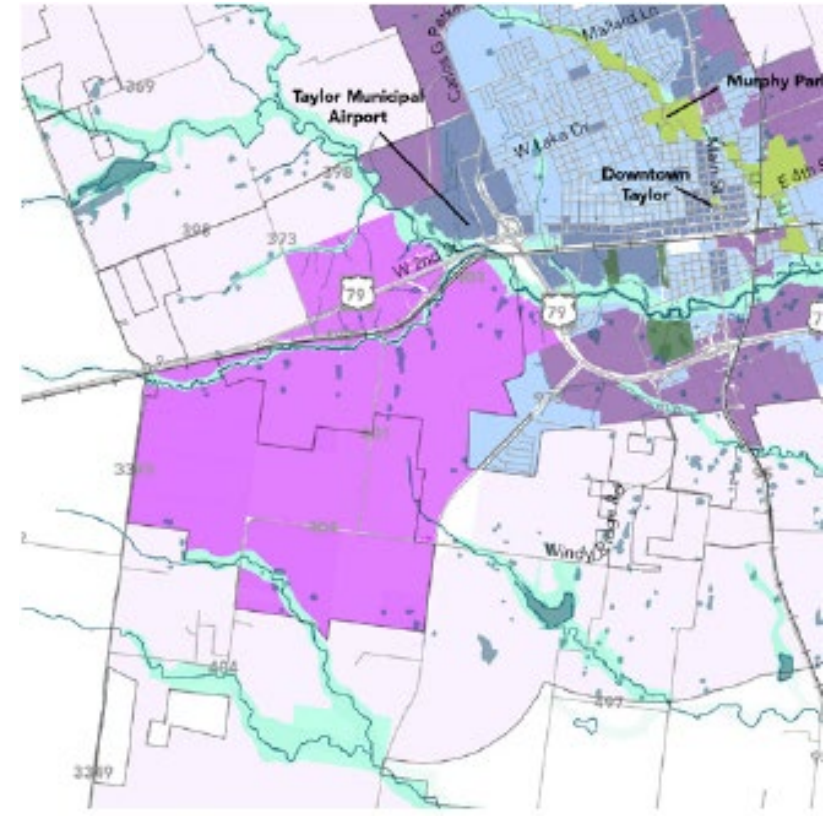
Area Characteristics:

- Can support limited development under current infrastructure availability;
- Anticipated to support more employment growth in the future.

CURRENT PLAN



2022 - UPDATE



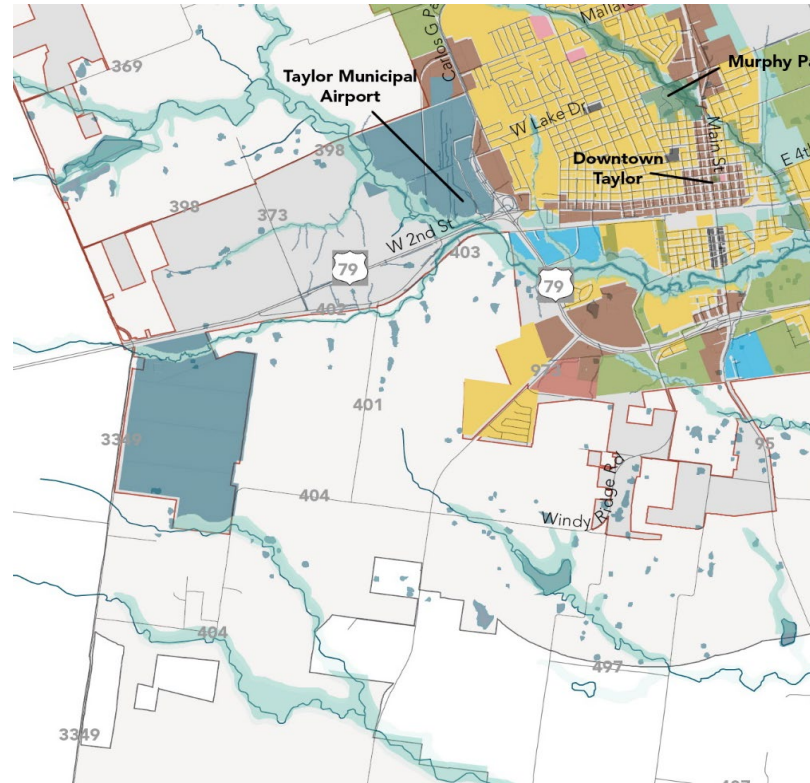
FUTURE LAND USE MAP

Added a new land use category:
Special Employment District

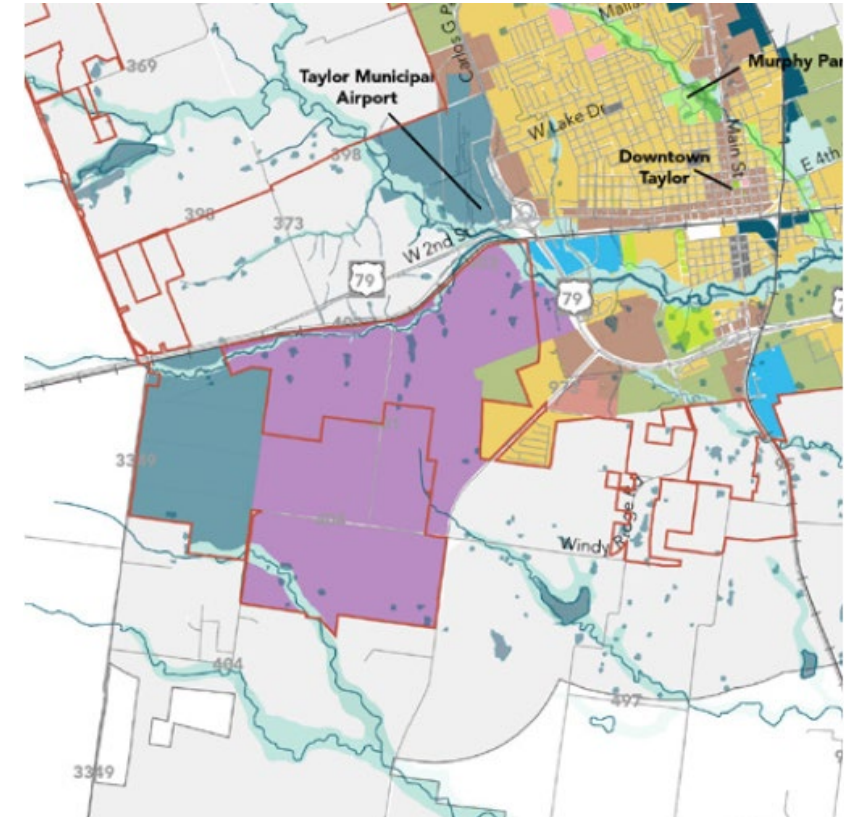
Area Characteristics:

- More high-tech when infrastructure becomes available;
- Includes support services such as mixed use centers;
- Single-family discouraged.

CURRENT PLAN



2022 - UPDATE

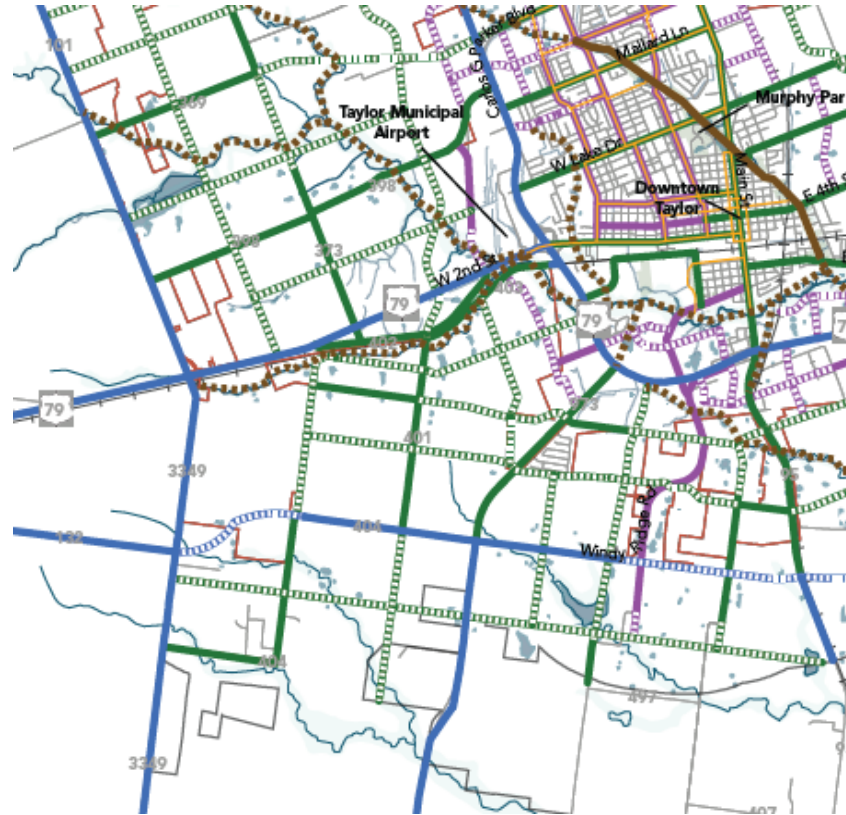


THOROUGHFARE PLAN

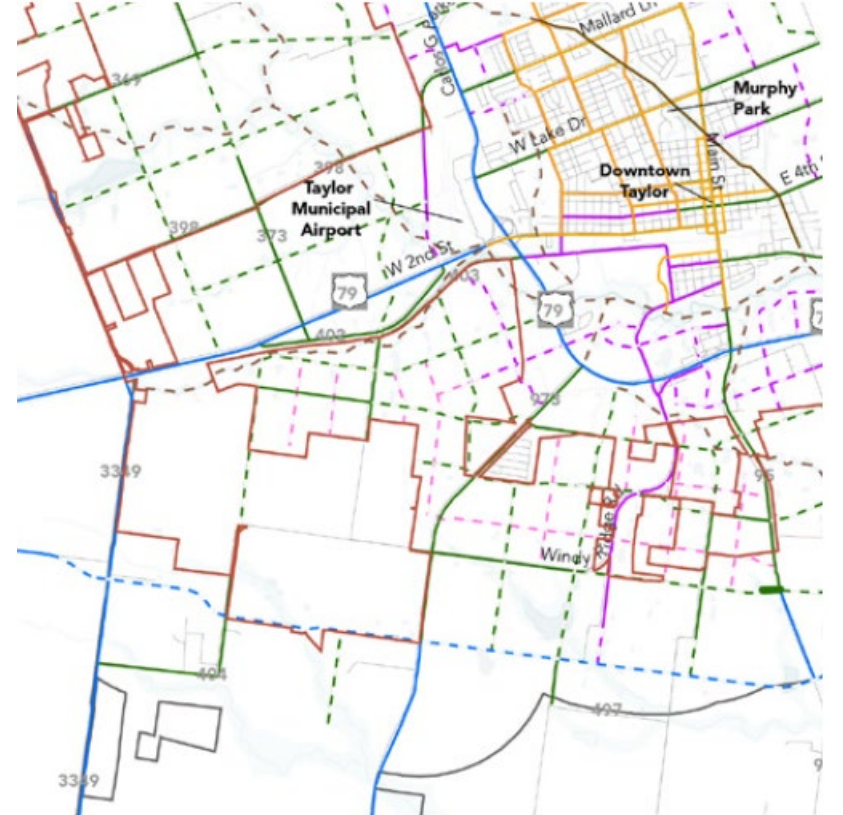
Thoroughfare Plan Updates

- Streets removed from inside the Samsung Site;
- Adjusted road alignments to better reflect updated County plans.

CURRENT PLAN



2022 - UPDATE



UPDATE IMPLEMENTATION STRATEGIES

The updated implementation strategies aim to integrate Samsung into the urban fabric and economic and social life of the City of Taylor and include:

1. Encourage employees of local businesses to live and work in Taylor through employer-based programs, expanded housing choices, and desirable amenities;
2. Create a Small Area Plan to address needed infrastructure and better position the area as an innovative and mixed-use economic driver for the City.
3. Track population projections annually and adjust to be consistent with the CAMPO 2050 plan projections when available.



ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING THE COMPREHENSIVE PLAN; PROVIDING FOR THE AMENDMENT OF THE PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE;

WHEREAS, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Taylor, Texas, a Texas home rule municipality (herein the “City”), to provide for and maintain a comprehensive plan for the City in accordance with Chapters 211, 212 and 213 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the amendment of the comprehensive plan herein promotes the public health, safety, morals, and welfare and provides for the orderly development of the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing on April 12, 2022, reviewed the amendments, and recommended that the City Council adopt the amendments to the Comprehensive Plan; and

WHEREAS, the City Council held a public hearing on April 28, 2022, at which the public was given the opportunity to give testimony and present written evidence; and

WHEREAS, after review, inquiry, and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amended Comprehensive Plan hereinafter set forth;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Comprehensive Plan. The City Council hereby adopts the amended Comprehensive Plan attached hereto as **Exhibit “A.”** The amended Comprehensive Plan replaces and supersedes the Comprehensive Plan that was in effect prior to the effective date of this Ordinance. The Comprehensive Plan, as it is amended from time to time, shall be kept in the office of the City Clerk and shall be available for public inspection during normal office hours. Pursuant to Chapter 211 of the Texas Local Government Code, zoning change applications, as considered from time to time at the request of the landowner or on motion of the City, shall be acted on in accordance with the Comprehensive Plan, as amended. Pursuant to Chapter 212 of the Texas Local Government Code, the Comprehensive Plan is the general plan of the City, and all plat applications subject to the City’s jurisdiction shall be in conformance with the Comprehensive Plan, as amended. The City may amend the Comprehensive Plan at the discretion of the City Council in accordance with state law as

necessary to address changing conditions in the City.

Section 3. Savings Clause. All rights and remedies of the City of Taylor are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning, platting, or the comprehensive plan within the City's jurisdiction which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

Section 5. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED, APPROVED, AND ADOPTED on the ____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, 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. 2022-13, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2022, 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 _____ 2022.

Dianna McLean
City Clerk

CITY OF TAYLOR COMPREHENSIVE PLAN



APPROVED: NOVEMBER 2021
UPDATED: APRIL 2022



ENVISION TAYLOR COMPREHENSIVE PLAN





PREPARED FOR:
CITY OF TAYLOR

PREPARED BY:
LIONHEART
www.lionheartplaces.com

ACKNOWLEDGMENTS

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Colin Harrison - Assistant Director of Development Services

Shelly Shelton, AICP - Senior Planner

McKenzi Hicks - Planning Technician

Stacey Osborne - Public Information Officer

Kendra Dubee - Communications Coordinator

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Donna Frazier, Chair

Leland Stevens, Vice Chair

Mike Eaton, Secretary

Amy Everhart, Member

Rick Selin, Member

Annette Maruska, Member

Michael Aplin, Member

Kellie Billings-Ray, Member

Anette Maruska, Member

Nora Roy, Member

Don Mcalister, Former Chair

Faith Gardner, Former Member

CITY COUNCIL

Brandt Rydell, Mayor/District 3

Gerald Anderson, Mayor Pro Tem/District 1

Mitchell Drummond, District 2

Robert Garcia, District 4

Dwayne Ariola, At Large

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Betty Day, Economic Development Corporation/Electric Reliability Council of Texas

Jeff Snyder, Business Owner

Mark Nibbelink, Downtown Property/Business Owner

Doug Moss, Downtown Property Owner/Architect

Leslie Hill, Opportunities for Williamson/Burnet Counties

Debbie Kovar, Real Estate Broker

Cliff Olle, Developer

Janetta Mccoy, Public Arts Advisory Board

Kellie Billings-Ray, Planning and Zoning Commission

Jose Orta, Community Advocate

Ed Komandosky, Lower Brushy Creek Water Control and Improvement District

Ebby Green, Taylor Housing Authority - Ex-Officio

Devin Padavil, Taylor ISD - Ex-Officio

Tia Stone, Taylor Chamber of Commerce - Ex-Officio

CONSULTANT TEAM



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EXECUTIVE SUMMARY

KEY CHALLENGE: FISCAL SUSTAINABILITY

The City of Taylor has drafted the Envision Taylor Comprehensive Plan to address the key challenge of establishing and maintaining fiscal sustainability. The type and location of development has a large impact on the cost of providing and maintaining high quality public services and infrastructure, such as streets, utilities, public safety services, and parks. While these services are provided by the City, they are paid for by residents and businesses. Inefficient development patterns result in residents having to accept either lower quality services or higher costs and potentially higher taxes to pay for new development. Envision Taylor tackles this challenge through a resilient approach to development.

APPROACH: RESILIENCY

To remain strong, Taylor requires communities, infrastructure, and systems that can thrive in the face of future economic, fiscal, and environmental uncertainties. Resilient communities do not wait until challenges present themselves to react but instead work to build a strong foundation based in sustainable decision making. Using resilience as a guiding principle requires making infrastructure, natural systems, and social structures more durable so that they can withstand and recover from acute shocks and chronic stresses. Addressing the key challenge of fiscal sustainability means that as we make land use and infrastructure decisions we ensure that there will be enough money to pay for basic services and infrastructure now and in the future.

ENVISION TAYLOR - BY THE NUMBERS

The Envision Taylor process included a detailed analysis of some of the key elements of a City including the people, the land, the economic resources, and housing. Below is a summary of some of the key projections and targets established through the Envision Taylor process.

YEAR	POPULATION	HOUSING UNITS	TAX REVENUE/ACRE CITYWIDE	LARGE LOT SINGLE FAMILY	MISSING MIDDLE	LARGE APARTMENTS
2020	16,267	5,732	\$540	74%	23%	3%
2040	39,552	13,878	\$3,329	50%	43%	7%

Figure 1: Key projections and targets

BIG IDEAS

Big Ideas and Policies about how Taylor should accommodate the projected growth were developed through an extensive public outreach process. Policy statements are categorized by Land Use, Transportation, and Housing and are further related to the Big Ideas in each chapter.



Fiscal Sustainability and Infrastructure

Make smart investments that maximize use of existing infrastructure and provide sufficient resources for long-term maintenance, repairs, and replacement.



Community Character

Maintain Taylor’s uniqueness and small town atmosphere where people feel connected.



Diverse Housing

Ensure that housing accommodates all ages, abilities, household types, and income levels.



Inclusive Growth

Be intentional and thoughtful about ensuring that all people and communities benefit from growth.



Economic Resilience

Support and promote unique, local businesses.

POLICIES

LAND USE

LU1

New development should resemble the form and scale of traditional development patterns in Taylor.

LU2

Create, preserve, and enhance special destinations and experiences that celebrate and build on Taylor's history.

LU3

New mixed-use centers should complement the existing Downtown and accommodate additional growth within a compact urban fabric that includes walkable streets, mixed-use buildings, and high-quality public spaces.

LU4

New development and growth should not increase the flood hazards or other risks associated with climate change in existing neighborhoods.

LU5

New buildings and developments should be constructed in a way that they can be repurposed over time and as market conditions change.

LU6

Continue to leverage existing downtown assets to support more small businesses.

LU7

Economic development incentives should support the downtown and future mixed-use centers.

LU8

A jobs-housing balance that supports people living and working in Taylor should be encouraged.

LU9

Promote development patterns that maximize the use of existing infrastructure and land before expanding infrastructure to underdeveloped areas.

LU10

New development should generate sufficient revenue to support the long-term cost of maintaining the infrastructure that serves it.

LU11

Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.

TRANSPORTATION

T1

New streets should connect to Taylor's existing street grid and should be consistent with traditional block sizes in Taylor.

T2

Investments in streets and other infrastructure should be prioritized for maintenance or replacement in existing neighborhoods before extensions to new areas.

T3

The transportation network should encourage all modes of travel including support for a future transit network.

T4

Utilize durable materials and construction techniques to lengthen the life of major infrastructure and improve safety.

T5

Improve access management policies along major corridors to encourage fiscally sustainable land use patterns.

T6

Improve the utilization of roadways that have available capacity and evaluate existing roadways for opportunities to expand or enhance alternative modes of transportation.

T7

Link investments in infrastructure to revenue generated from adjacent development.

T8

Streets should be designed to prioritize economic productivity and placemaking while roads should be designed to prioritize vehicular throughput.

HOUSING

H1

Neighborhoods should have a mix of housing affordable to all income levels and age groups.

H2

Programs and policies should be developed to assist existing residents so that they can stay in their neighborhoods.

H3

Housing policies and development regulations should consider the need to reduce the gap between median income and rental rates or sales price of housing.

H4

Infill missing middle housing and accessory dwelling units should be prioritized over new, large lot single family development.

EXECUTIVE SUMMARY

THE GROWTH SECTORS MAP

The Growth Sectors Map identifies the areas within Taylor and its ETJ where development and redevelopment are intended, where they should be controlled, and areas where they should be restricted. Envision Taylor's Growth Sectors Map focuses growth into areas where infrastructure is already available or adjacent. The Growth Sectors Map forms the framework for the Future Land Use Map.

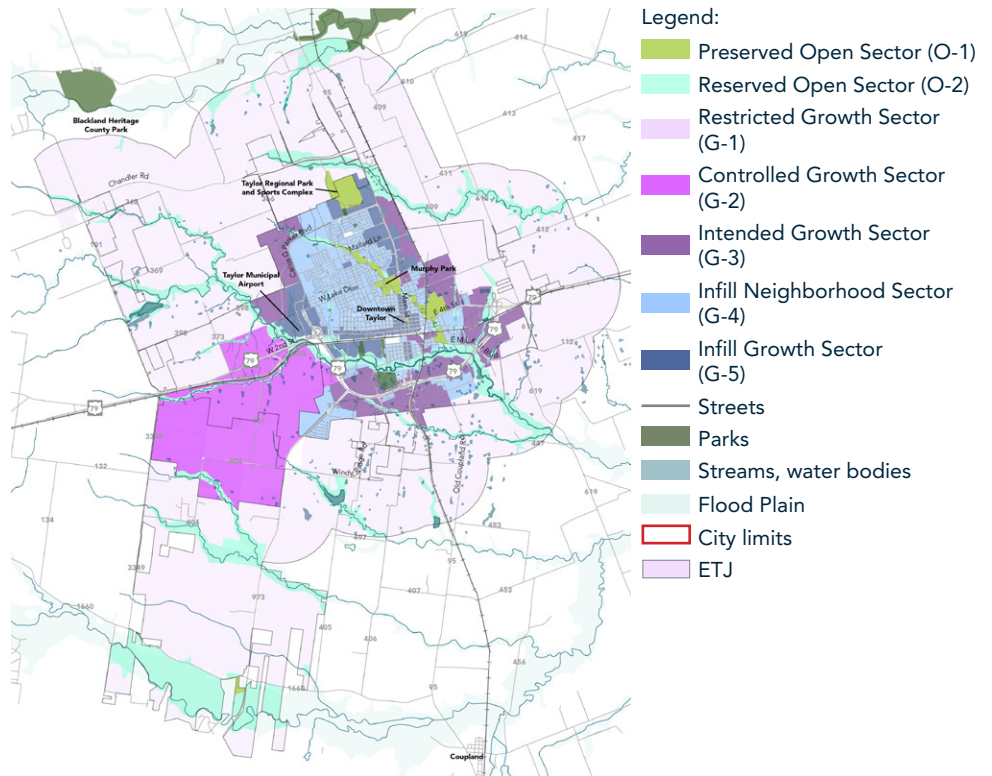


Figure 2: Growth Sectors

THE FUTURE LAND USE MAP (FLUM)

While the Growth Sectors Map identifies where development and redevelopment should be focused the Future Land Use Map guides how that development or redevelopment should look and function.

The Future Land Use Map is an important policy tool that is used to guide future growth in the City of Taylor. The map forms the basis for future regulatory decisions like new and updated development standards or future zoning changes. The Future Land Use Map should be aligned with the Big Ideas and policies of this Comprehensive Plan.

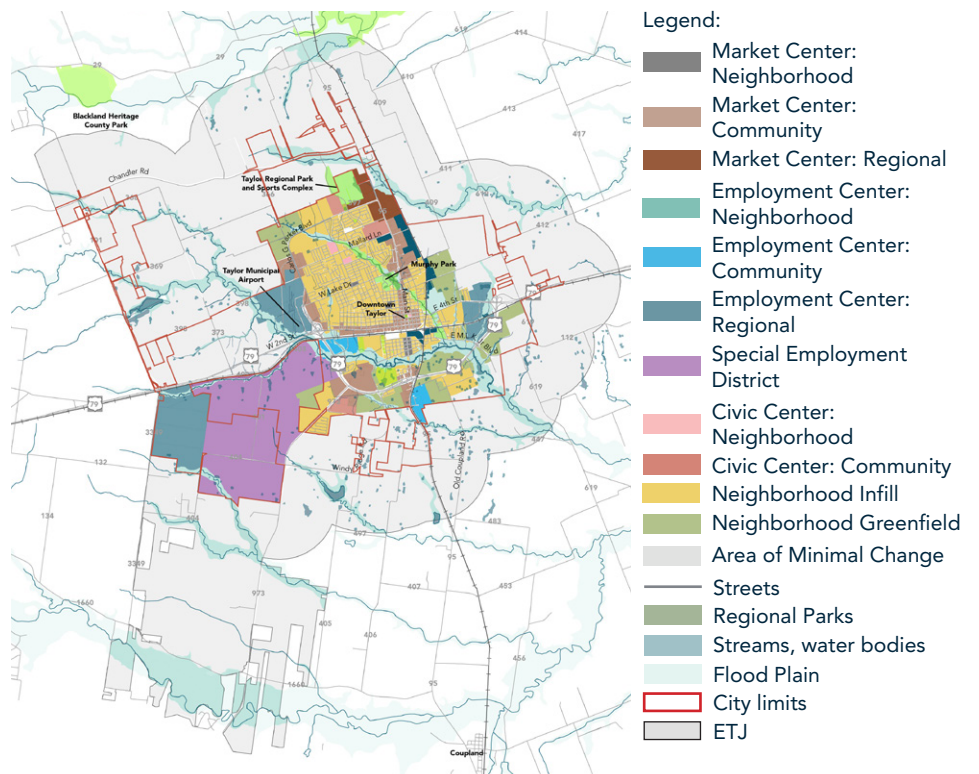


Figure 3: Future Land Use

TRANSPORTATION MASTER PLAN

The goal of the Transportation Master Plan is to meet the future mobility needs of the City of Taylor by identifying smart transportation investments that maximize the use of existing infrastructure and enable the city to provide and utilize sufficient resources for long-term maintenance, repairs, and replacement. The City of Taylor's vision is to develop transportation infrastructure to create community wealth fosters inclusive growth, and maintaining Taylor's small-town atmosphere, where people feel connected.

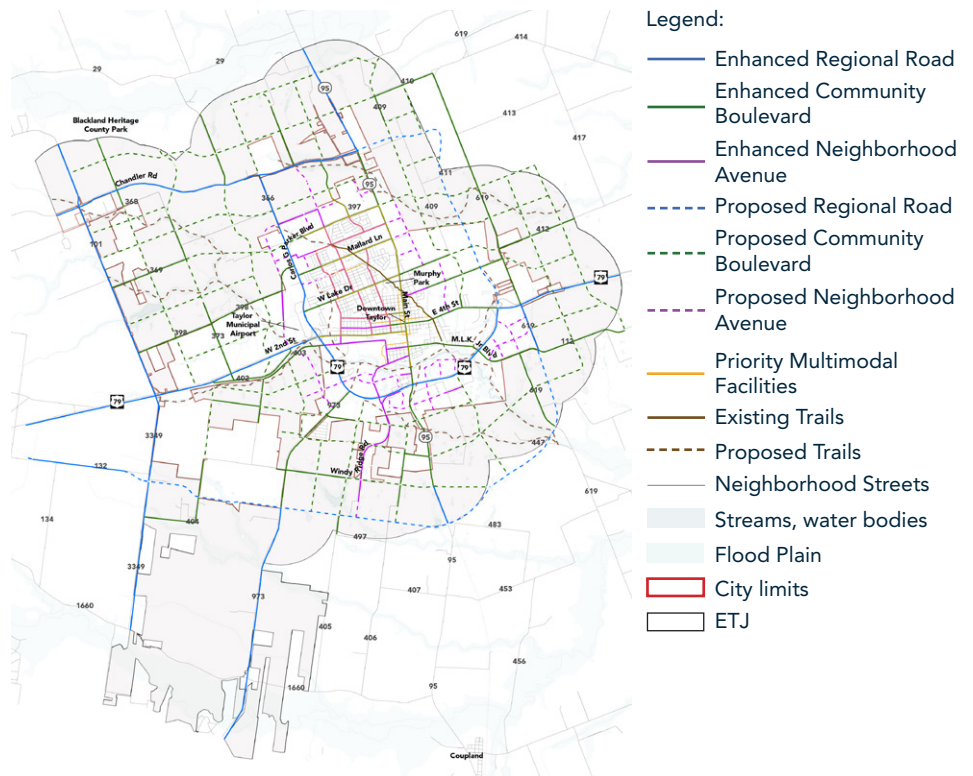


Figure 4: Transportation Master Plan

IMPLEMENTATION STRATEGIES

There are a total of 17 strategies that will move this plan forward from a vision to a reality. Implementation strategies provide a roadmap for success. With an emphasis on the planning and regulatory framework, incentives and financial tools, and capital improvements, they provide the necessary actions that will advance the long-term vision of the Comprehensive Plan.

1. Taylor Preferred Growth Dashboard
2. Land Use Evaluation Tool
3. Direct Growth to Centers
4. Update Development Standards to support Centers and Infill
5. Implement policies to Discourage Development in Restricted Growth Sectors
6. Implement the new Transportation Plan
7. Plan for Non-Vehicular Trips
8. Adopt a Vision Zero Policy
9. Prioritize Infill Areas and Centers for Street Improvements
10. Enhance Cross-town Corridors
11. Encourage Missing Middle Housing
12. Discourage Displacement
13. Encourage more Accessory Dwelling Units
14. Maintain Small Town Character in New Neighborhoods
15. Expand and Connect the Park and Trail System
16. Special Employment District - Small Area Plan
17. Support living and working in the City of Taylor







CHAPTER 1

INTRODUCTION AND CONTEXT

↳ HISTORY

↳ ENVISION TAYLOR

↳ FISCAL SUSTAINABILITY AND LAND USE
FISCAL ANALYSIS

↳ COMMUNITY OUTREACH

↳ BIG IDEAS

↳ COMMUNITY AND DEMOGRAPHIC PROFILE

HISTORY

Originally named Taylorsville, the city was laid out by the Texas Land Company in anticipation of the coming railroad and incorporated in 1882. Like many towns in Texas, Taylor was a railroad town. After the International and Great Northern Railroad (IG&N) built a route through Williamson County, early business people saw the potential and purchased land along the proposed line and sold lots for a town site. Taylor's location became more significant when the Missouri, Kansas and Texas railroad line was extended to the city.

On February 25, 1879 a fire started at the International Hotel, located between First and Second Streets. Fanned by wind, the fire spread quickly to neighboring structures. The wind died down and flames were extinguished for a little while, but overnight winds fanned the embers and the fire grew. By the time it was over, 29 of the 32 downtown businesses were in ruin. Taylor rebuilt, and you can still see the brick and stone buildings today.

By 1900, settlers from Bohemia, Germany, Austria, England, Scotland, and Mexico had created a lively community with a mayor/council

government, a public school system, banks, a cotton compress, electric company and several newspapers. These community structures enabled the city to maintain steady growth throughout the 20th century and helped make Taylor the largest city in Williamson County until 1980. While other cities in the county grew rapidly, Taylor remained an important commercial and community center in the region.

Today, Taylor is an ethnically diverse city with a population of over 16,000, proud of its "small town" atmosphere and friendly people.



"Trades Day" in Taylor created a bustle of activity in the downtown (1923).

Source: Taylor Public Library

REGIONAL CONTEXT

Located in central Texas, Taylor is an established regional residential, agricultural, and manufacturing center. Approximately 29 miles northeast of Austin and 17 miles east of IH 35, the city is part of the five county Austin - Round Rock - San Marcos Metropolitan Statistical Area (MSA), one of the fastest growing areas of the United States.

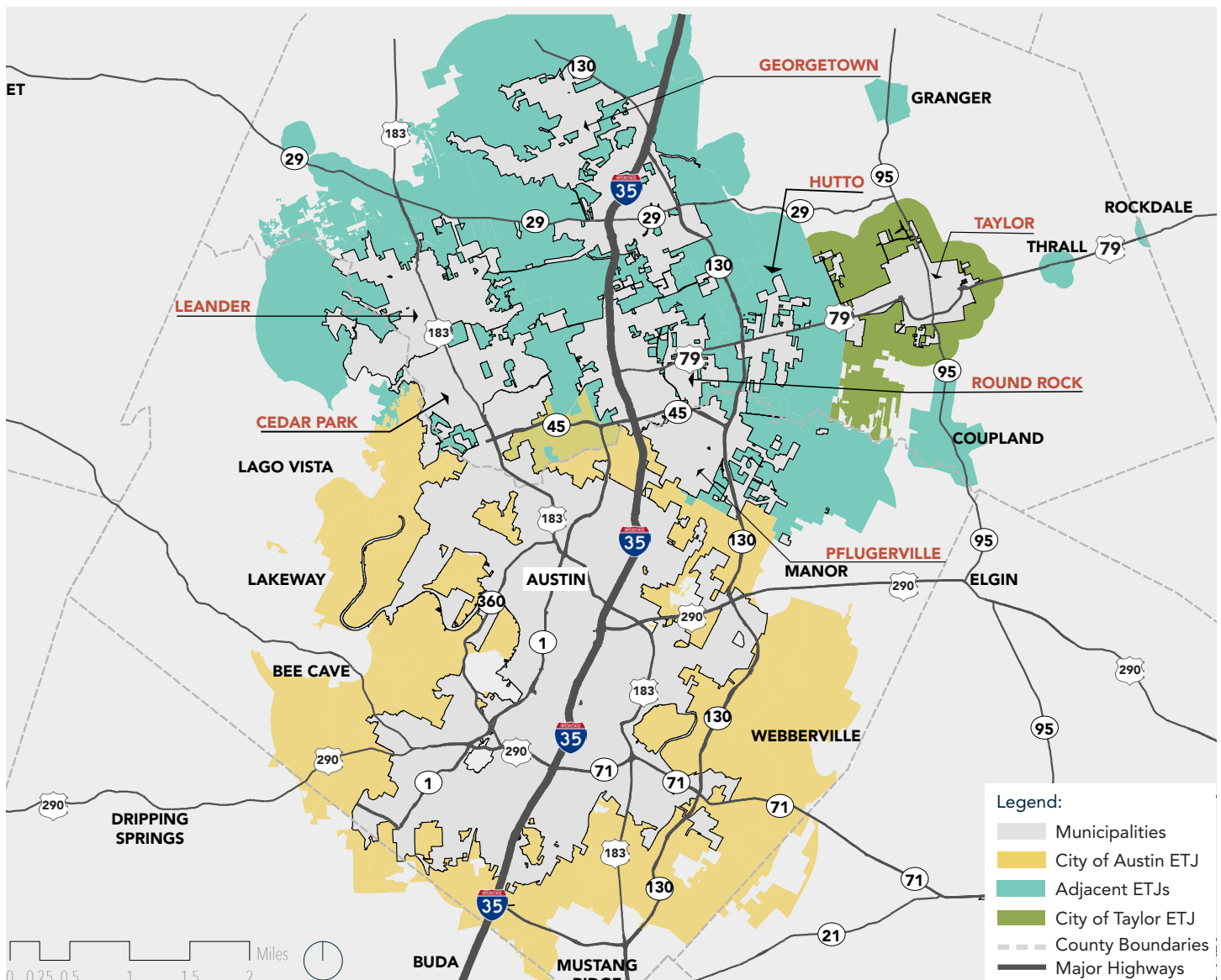


Figure 5: Regional Context

Source: City of Taylor, City of Austin, Williamson County, TxDOT

Note: The ETJ boundary and City limits of Taylor are as per 2021

ENVISION TAYLOR

Envision Taylor as officially recommended by the Planning and Zoning Commission and adopted by City Council, is a comprehensive plan that establishes a vision and framework for the future of the City. Created through an extensive public process, it reflects the vision and desires of Taylor residents.

Envision Taylor Comprehensive Plan is a policy document used by city leaders, developers, business owners, and citizens to make decisions about how Taylor will develop and where growth will take place.

The prior Comprehensive Plan was adopted in 2004. Taylor has seen a lot of growth and change since that time and anticipates a significant population increase over the next 20 - 30 years. Envision Taylor reflects the needs relevant to the community today and is intended to be a framework for building a stronger, more financially resilient, and fiscally sustainable future.

Comprehensive Plans are guiding documents used to plan for long-range development and the degree to which this vision is realized will be based on the degree to which future decisions follow the plan.

The geographical planning area for this Plan is shown in *Figure 2: City of Taylor's City Limits and ETJ* to the right. It includes the incorporated city shown in dark gray and the one-mile Extraterritorial Jurisdiction (ETJ) in light gray. The ETJ also includes a number of properties that have executed voluntary ETJ agreements with the City. In these areas, the ETJ has been extended to the south. The City has the authority to protect and effectively manage growth patterns within the ETJ.



Main Street has transitioned over time from a rural road to a bustling shopping street then, again, to a state highway.

Source: Taylor Public Library

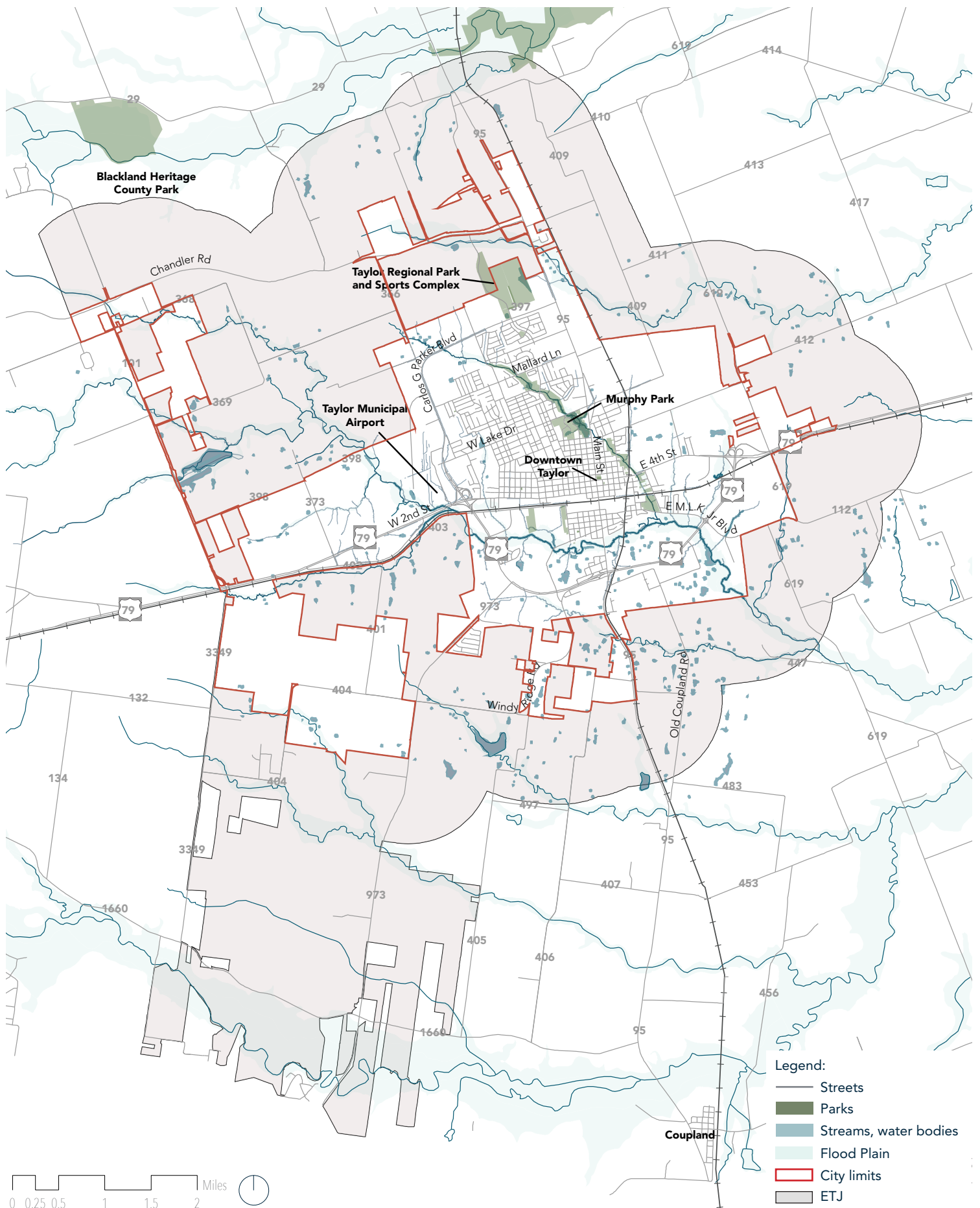


Figure 6: City of Taylor's City Limits and ETJ

Source: City of Taylor, Williamson County

FISCAL SUSTAINABILITY AND LAND USE FISCAL ANALYSIS

WHAT DOES IT MEAN TO BE FISCALLY SUSTAINABLE?

Being fiscally sustainable means having sufficient resources to cover the basic needs and services of residents, not just today, but over time. In most communities, there is a growing gap between the funds cities have available and what is needed to serve and maintain neighborhoods and infrastructure.

Post World War II, cities across the country have aggressively pursued fast growth and auto-centric development in the near-term (and the revenue boost

that comes from new development) without fully considering long-term costs and impacts of these decisions. During this growth phase, many new neighborhoods and commercial developments are built and a city's service area expands significantly over a short period of time – typically one or two decades.

This presents what Strong Towns founder Charles Marohn refers to as an "illusion of wealth", where the overall look and feel of the community is new

and affluent. During this time, there is also typically pressure to keep property taxes down and sales tax revenue will fluctuate up and down based on market conditions and demand. As cities age and expand, development and the revenue boost from the additional homes and businesses slows down, but there is more infrastructure to maintain and more services to provide. Community leaders are left struggling to keep up with basic service, employment and lifestyle expectations with limited resources.

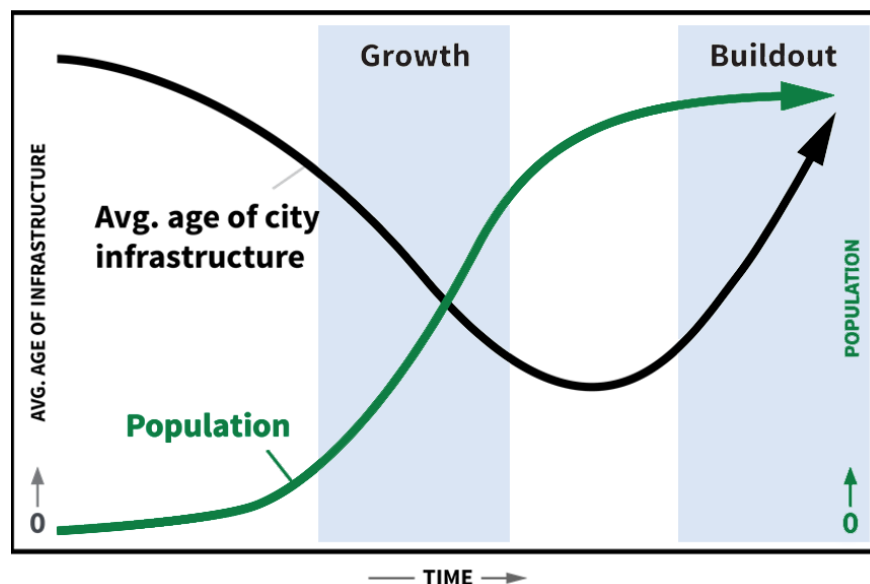


Figure 7: Impacts of Rate and Pattern of Growth

Source: Verdunity



Land use fiscal analysis provides the baseline to inform the future land use and growth management elements of the comprehensive plan. The goal is to align the City's development pattern and service levels with what citizens are willing and able to pay for - now and in the future.

BRIDGING THE RESOURCE GAP

For Taylor to be fiscally resilient and affordable for years to come, city leaders must work to close the gap between their resources and their obligations to citizens. More specifically, they must find ways to generate additional revenue to rebuild aging streets and infrastructure. **Generally speaking, there are three ways in which the city can close this gap.**

1

Keep development patterns and service levels as-is but charge more (via higher taxes and fees) to cover the true costs. This is a difficult option because an increasing number of people do not have the means to pay much more than they are currently paying.



Increase Taxes or Fees

2

Maintain current taxes and fees where they are but cut services to align with revenues. This is what most cities are currently doing, where services and maintenance needs are budgeted to fit available revenue and those that are unfunded get deferred. This can work for a short period, but eventually the neighborhoods and infrastructure must be maintained, or property values will start to decline and people and businesses will leave the city.



Reduce Services

3

Adjust development and infrastructure to enable an affordable balance of services and taxes. By prioritizing infill, redevelopment, and more financially productive development patterns, the city can generate additional tax base from its service area and improve the return on investment of taxpayer dollars without necessarily having to raise the tax rate or charge more fees. This is the most feasible and effective option.



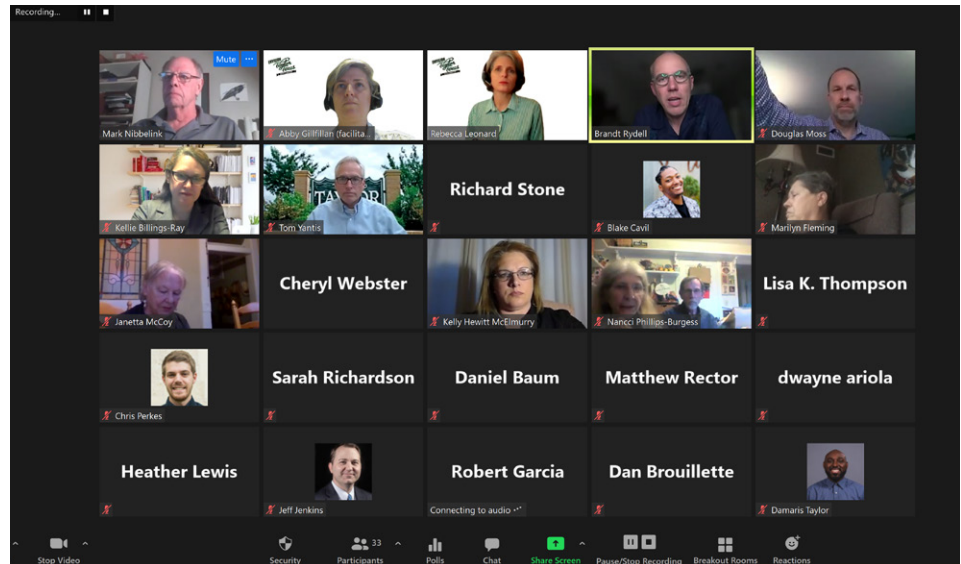
Develop Responsibly

COMMUNITY OUTREACH

WORKSHOP 1

Defining our Vision and Goals

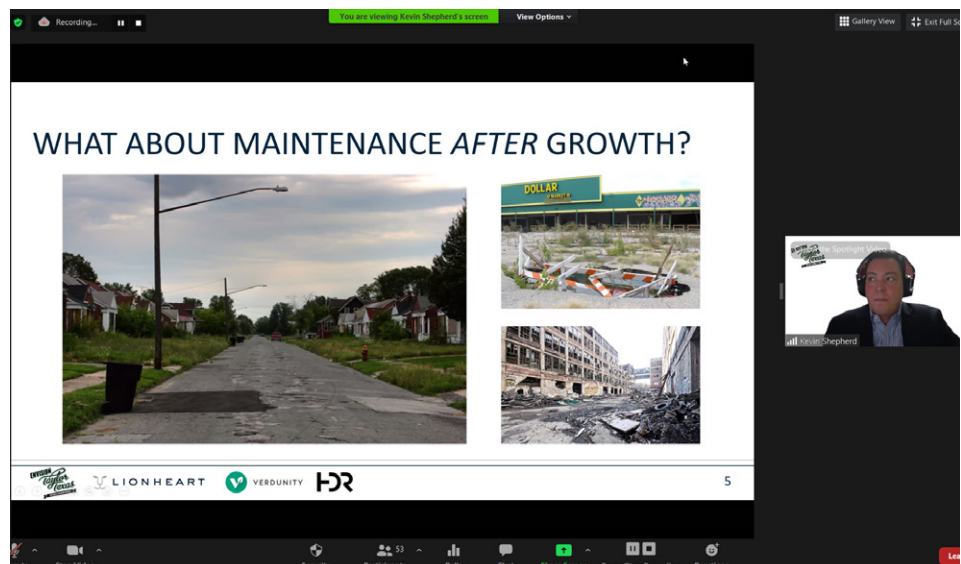
Workshop 1 included a brief overview of the process to develop the Comprehensive Plan, a presentation on Strong Towns and the initial fiscal impact analysis for Taylor, and a guided virtual discussion that became the foundation of project goals.



WORKSHOP 2

Defining a Preferred Path Forward

Workshop 2 included an overview of the results of the existing conditions analysis and description of several different growth scenarios.



WORKSHOP 3

Turning Vision into Action

During the final workshop, the results of the planning process were presented and participants discussed strategies for implementing the plan.



CITY COUNCIL GROWTH WORKSHOPS

The City of Taylor City Council held a four part workshop series focused on how the City can guide growth that support the big ideas from the Envision Taylor Comprehensive Plan including:

1. Community Character,
2. Inclusive Growth,
3. Diverse Housing,
4. Fiscal Sustainability, and
5. Economic Resilience.

The four workshops were:

Public Workshop #1- Fiscal Impacts of New Development

Public Workshop #2 - Neighborhood Design that Promotes Small-town Atmosphere

Public Workshop #3 - Prioritizing the Use of Existing Infrastructure before Expanding Outward

Public Workshop #4 - Housing Types and Price Points that Meet the Needs of All Income Levels and Household Types

STRONG TOWN WEBINAR AND PRESENTATIONS

Strong Towns founder, Charles Marohn, Jr. presented about Strong Towns: A bottom-up revolution to rebuild American prosperity on 09/17/20 followed by a Q & A.

Charles Marohn then came to Taylor in person towards the end of the process for a second presentation on 08/30/2021.



COMMUNITY OUTREACH

ADVISORY COMMITTEE

The purpose of the Comprehensive Plan Advisory Committee is to utilize local knowledge and expertise to advise the City Council, staff and consultants on relevant issues and opportunities that are important for the future of Taylor.

The advisory committee acted as a sounding board. As community engagement materials and outreach efforts were proposed the Advisory Committee reviewed and helped shape the message to ensure that all perspectives and interests within the City of Taylor would be represented. In summary the advisory committee:

- Assisted with community engagement;
- Helped review community engagement formats to achieve the most successful outcomes;

- Helped review public meeting materials before each outreach milestone; and
- Acted as an ambassador for the Comprehensive Plan process within the community.

Advisory Committee Meetings and Events:

- August 2020
- September 2020
- February 2021
- March 2021
- June 2021
- July 2021
- August 2021

PROJECT WEBSITE

The Envision Taylor website, which served as the portal for public information relating to the Comprehensive Plan, provided visitors information to learn about the guiding principles of the plan, submit input, find meeting materials, and information about upcoming events.

Building a Stronger Taylor

The City of Taylor is working on a new Comprehensive Plan, a policy document used by city leaders, developers, business owners, and citizens to make decisions about how we want to grow and develop in the future. The **current comprehensive plan** was adopted in 2004 and Taylor has seen a lot of growth and change in that time.

"Envision Taylor" is an opportunity for the community to shape the future of Taylor. To build a successful new plan, we must understand the priorities and concerns of the community through a robust and inclusive community engagement process. The process for developing the new plan will include multiple opportunities to get involved and have your voice heard. This web site will be the "home base" of the planning process and we encourage you to check back often for updates!

Envision Taylor website page

A Message From the Mayor

The screenshot shows a video player interface for a message from the Mayor. The video title is "Comprehensive Plan Kick Off with Mayor...". Below the video player, the text reads: "Envision Taylor - Comprehensive Plan Building a Stronger Taylor". There are two main sections: "STRONG TOWNS" which says "PRESENTED BY CHUCK MAROHN Live webinar Thursday, September 7 at 6 p.m." and "VIRTUAL COMMUNITY WORKSHOP" which says "Tuesday, September 22 at 6 p.m.". At the bottom, it says "FOR MORE INFORMATION, VISIT WWW.TAYLORTX.GOV".

HOW COMMUNITY INPUT SHAPED ENVISION TAYLOR

The Envision Taylor process informed, involved and empowered stakeholders. Following are responses to key pad polling questions and input and feedback that was provided throughout the process.

There are so many great plots available in town that should be utilized. Additionally, the city is already struggling to maintain the existing roads. Why add additional roads when we need to utilize what we have?

New housing is needed but also revitalizing existing homes will help maintain the character of the town. Invest in restoration not just new development.

I would love to see a mix of the two: preserving the small town charm while also giving residents more options in town.

To keep the integrity of Taylor I would prefer to use the fiscal scenario before resorting to trends.

In your opinion, should the percentage of infill housing be more, less, or equal to the percentage of infill housing constructed over the last four years?

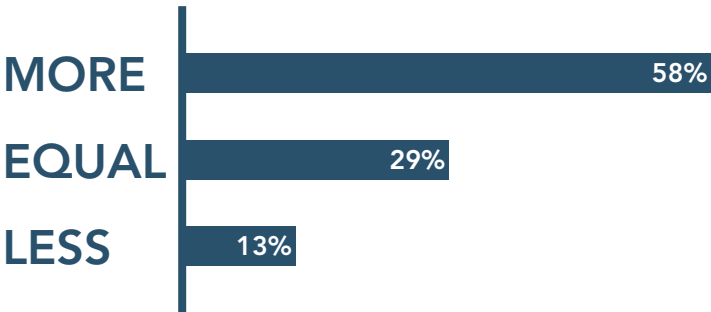


Figure 8: Responses to Question About Infill Housing

Which of these alternative growth scenarios best advances the community’s Big Ideas?

Trend Scenario: uses more land and requires more infrastructure to create greenfield development and single-use retail centers.

Fiscal Scenario: increases utilization of infill to maximize use of existing infrastructure and encourage mixed-use centers to create higher tax revenue per acre.

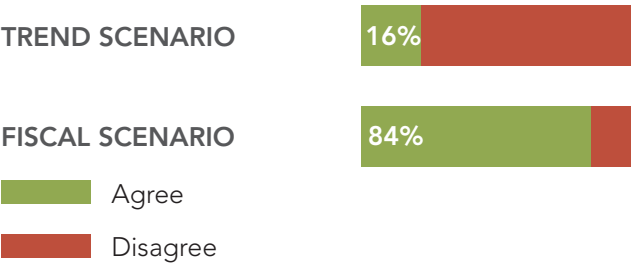


Figure 9: Responses to Question About Growth Scenarios

COMMUNITY OUTREACH

How do you feel about the Envision Taylor population projections for the year 2040?

The population is expected to increase by 21,169 people by 2040, a growth rate of 128%.

53% ON TARGET **27%** TOO HIGH **10%** TOO LOW

Figure 10: Responses to Question About Growth Rate

One of the main reasons my husband and I moved to Taylor was because it was one of the few remaining, charming small towns in the Austin area.

It's OK to be a small town, but courting folks who can bring businesses and restaurants to the town would be nice.

The population in 2040 is expected to be older, more diverse, and high-income earners. Do you agree?

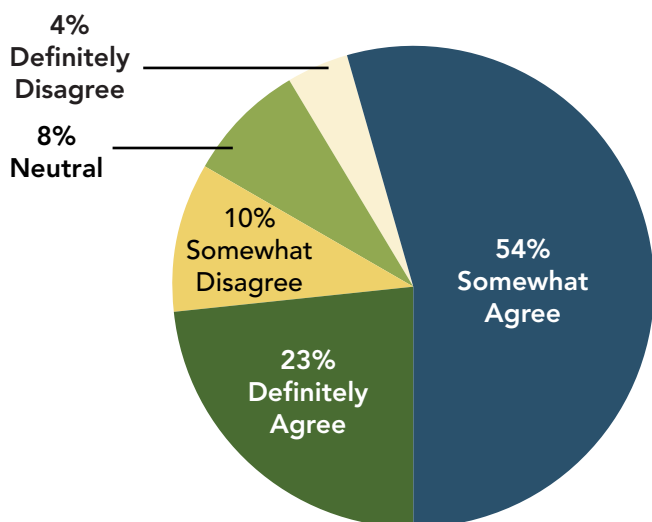


Figure 11: Responses to Question About Future Diversity Projections

I believe there will be an increase in the white population. Looking at the current situation in town, I believe there will be a much larger gap between populations in the health equity zone and newer residents in the developing subdivisions.

I think there will be more families wanting to move here - if the schools improve. The town needs to encourage more people in their 30s and 40s to move, to continue to revitalize downtown.

BIG IDEAS

The big ideas of the Envision Taylor Comprehensive Plan set the direction for the planning process and cast a vision for what the plan is about.

FISCAL SUSTAINABILITY AND INFRASTRUCTURE



Make smart investments that maximize use of existing infrastructure and provide sufficient resources for long-term maintenance, repairs, and replacement.

COMMUNITY CHARACTER



Maintain Taylor's uniqueness and small town atmosphere where people feel connected.

INCLUSIVE GROWTH



Be intentional and thoughtful about ensuring that all people and communities benefit from growth.

DIVERSE HOUSING



Ensure that housing accommodates all ages, abilities, household types, and income levels.

ECONOMIC RESILIENCE



Support and promote unique, local businesses.

COMMUNITY AND DEMOGRAPHIC PROFILE

POPULATION GROWTH

Past, current and future population characteristics are important in understanding the current development patterns and characteristics of a city, and in planning for its future. The following section examines the historical population of the City of Taylor and Williamson County, current trends, projections and methodologies.

HISTORICAL POPULATION

The decades that saw the largest change in population in Taylor were the 1940's, 1990's and 2000's. While the City of Taylor has seen consistent growth since 1940, it has not experienced the same level of growth that Williamson County has experienced. Williamson County experienced the most dramatic change in population during the 1970's, 1980's, and 1990's.

POPULATION TRENDS IN WILLIAMSON COUNTY

In March of 2020 the Census Bureau named Williamson County as one of the top 10 fastest growing counties since 2010. Until approximately 1980, the City of Taylor was the largest city in Williamson County. Since the 1980's four cities in Williamson County have surpassed the population of Taylor while Taylor's population has remained relatively stable.

YEAR	TAYLOR POP.	CHANGE (%)	WILLIAMSON POP.	CHANGE (%)	TAYLOR'S % OF COUNTY
1940	7,875		41,698		18.9%
1950	9,071	15.2%	38,853	-6.8%	23.3%
1960	9,434	4.0%	35,044	-9.8%	26.9%
1970	9,616	1.9%	37,305	6.5%	25.8%
1980	10,619	10.4%	76,521	105.1%	13.9%
1990	11,472	8.0%	139,551	82.4%	8.2%
2000	13,575	18.3%	249,967	79.1%	5.4%
2010	15,191	11.9%	422,679	69.1%	3.6%
2020*	16,267	7.1%	590,551	39.7%	2.8%

* Based on the April 1, 2020 Census Count

Source: Decennial Census, American Community Survey

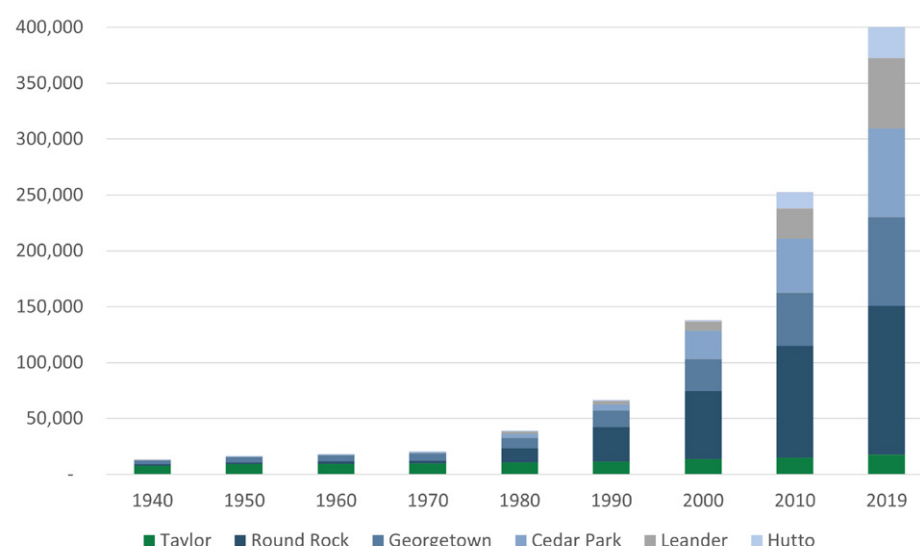
Figure 12: City of Taylor and Williamson County Historic Population Totals

YEAR	TAYLOR POP.	CHANGE (%)	WILLIAMSON POP.	CHANGE (%)	TAYLOR'S % OF COUNTY
2011	15,275	0.6%	442,031	4.6%	3.5%
2012	15,475	1.3%	455,750	3.1%	3.4%
2013	15,734	1.7%	470,017	3.1%	3.3%
2014	16,001	1.7%	487,913	3.8%	3.3%
2015	16,276	1.7%	507,133	3.9%	3.2%
2016	16,492	1.3%	527,622	4.0%	3.1%
2017	16,603	0.7%	546,251	3.5%	3.0%
2018	16,811	1.3%	566,463	3.7%	3.0%
2019*	17,383	3.4%	590,551	4.3%	2.9%

*Based on the July 1, 2019 Population Estimate

Source: Decennial Census, American Community Survey

Figure 13: City of Taylor and Williamson County Current Population Trends



Source: Decennial Census, American Community Survey

Figure 14: Comparison of Growth Patterns in Williamson County

HISTORICAL AND REGIONAL POPULATION PROJECTIONS

Population projection methodologies utilize existing population trends and extrapolate those trends into the future. Projection methodologies that directly extrapolate historical growth trends into the future are called trend extrapolation techniques. Projection methodologies that extrapolate future populations based on the share of population within another larger jurisdiction are called ratio-share techniques.

2004 COMPREHENSIVE PLAN PROJECTIONS

The 2004 Comprehensive Plan utilized three different population projection methodologies as described here. The linear regression methodology provided the most accurate prediction of population and the step down method was the least accurate.

Step Down Method

A ratio-share technique, where a ratio is established between the county's population and the city's then that proportional relationship is projected into the future. Based on this methodology the city's proportional relationship was 5.4% and the 2030 population was projected to be 31,564.

Linear Regression Method

A trend extrapolation technique that projects future values as a straight line trend. Based on this methodology the 2030 population of Taylor was projected to be 19,884.

Exponential Growth Method

A trend extrapolation technique that shows greater increases in population with the passing of time. Based on this methodology the 2030 population of Taylor was projected to be 22,493.

REGIONAL AGENCY PROJECTIONS

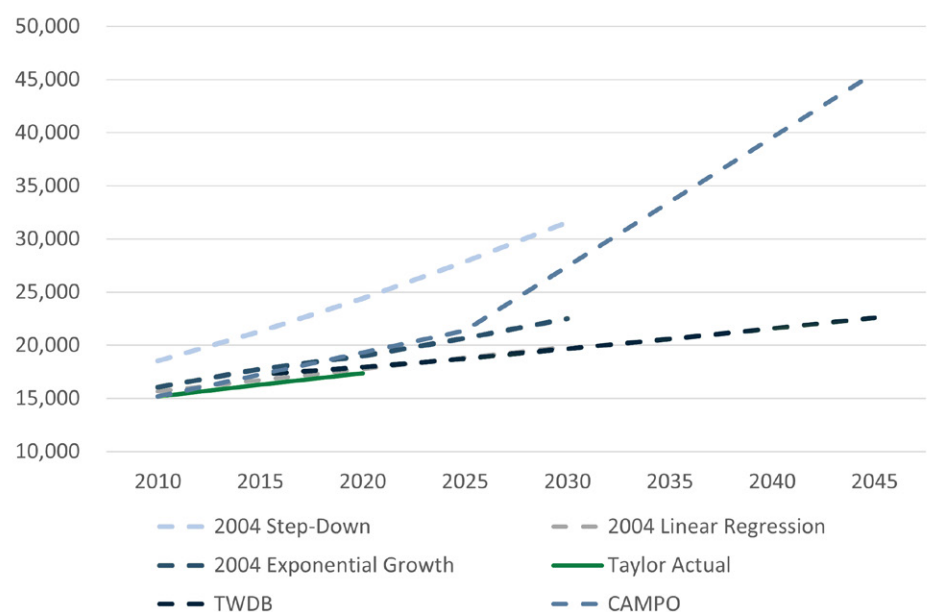
The Texas Water Development Board (TWDB) and the Capital Area Metropolitan Planning Organization (CAMPO) are two different regional agencies that project population growth for the purpose of regional infrastructure planning. These projections generally were the most aggressive in terms of population growth.

YEAR	TAYLOR ACTUAL	'04 STEP-DOWN	'04 LINEAR REGRESSION	'04 EXP. GROWTH	TWDB	CAMPO
2010	15,191	18,536	15,678	16,064	15,191	
2015	16,276	21,314	16,730	17,781	16,276	
2020	17,383*	24,419	17,781	19,008	17,233	
2025		27,872	18,833	20,677	17,981	21,375
2030		31,564	19,884	22,493	18,728	
2035					19,659	
2040					20,589	
2045					21,592	45,611
2050					22,594	

* 2019 Population estimates were used

Source: www.twdb.texas.gov; CAMPO 2045 Plan

Figure 15: Previous Population Projections for Taylor Compared to Actuals



Source: www.twdb.texas.gov; CAMPO 2045 Plan

Figure 16: 2004 Comprehensive Plan and Regional Population Projections for Taylor

COMMUNITY AND DEMOGRAPHIC PROFILE

REGIONAL GROWTH TRENDS

Williamson County's population growth has largely been fueled by people moving to cities in Williamson County from Travis County. According to the 2018 American Community Survey, net in-migration from Travis County made up 33% of all in-migration to Williamson County. *Figure 17: Regional Growth Peaks by Decade* shows average annual growth rate of surrounding cities and the decade in which the largest population growth began. Similarly *Figure 18: Regional Population Growth by Decade of Highest Annual Growth*

displays the growth trend measured by the percent change in population by decade.

Population growth began in Williamson County in the 1970's and was primarily fueled by cities such as Round Rock and Cedar Park.

The next comparison cities to feel the influences of out-migration from the City of Austin were the City of Leander in the 1990's and the City of Hutto in the early 2000's. The City of Taylor

has not yet felt the impacts of out migration from the City of Austin and growth rates have largely stayed below the average growth rates for the State of Texas.

It is expected that within the study period of this comprehensive plan, Taylor will likely experience larger growth due to the expansion of the Austin metro area and the location of significant employment centers along FM 973, US 290, US 79, and SH 130.

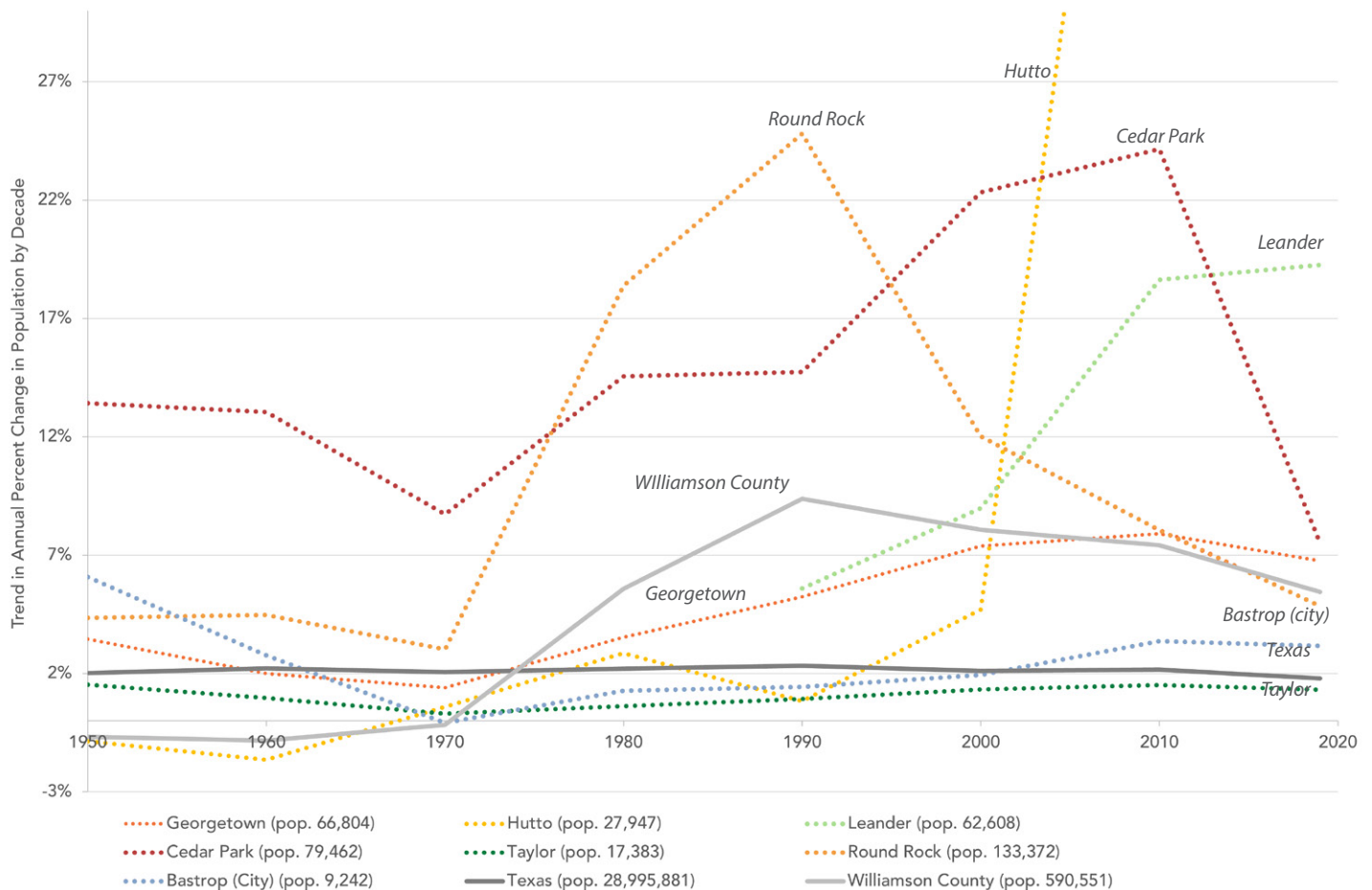
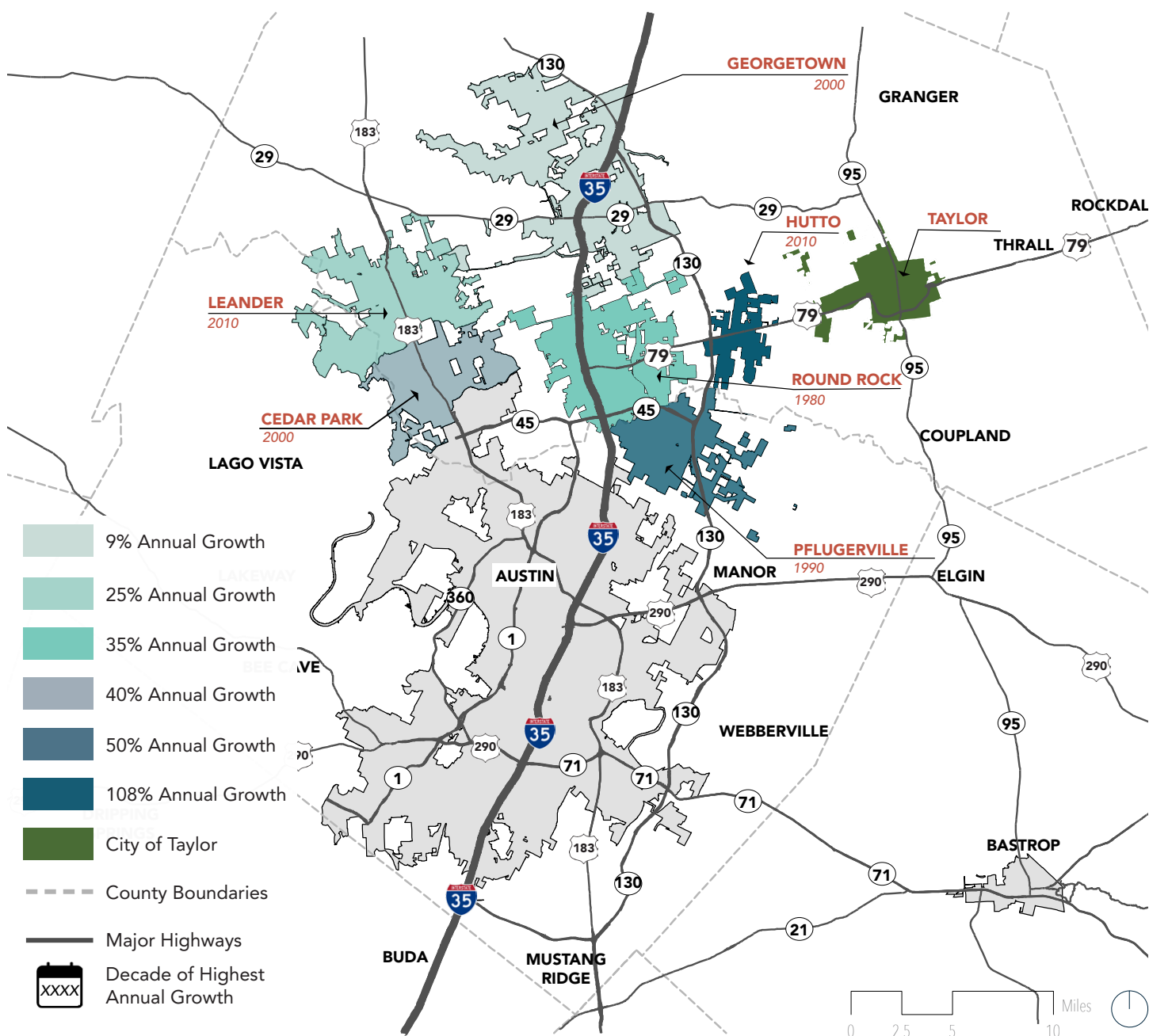


Figure 17: Regional Growth Peaks by Decade

Source: www.twdp.texas.gov; CAMPO 2045 Plan

The central Texas region is experiencing rapid growth, largely expanding outwards from the Austin core into its immediate suburbs and nearby communities that are regionally connected via highways. As shown in *Figure 18: Regional Population Growth by Decade of Highest Annual Growth* below, these surrounding communities

have historically experienced a spike in population growth, followed by a nearly two-decade growth period before slowing down. The map depicts the decade which the comparison cities experienced the highest population growth rate.



Source: City of Taylor, City of Austin, Williamson County, TxDOT, Decennial Census, American Community Survey

Figure 18: Regional Population Growth by Decade of Highest Annual Growth

Note: The City limits of Taylor are as per 2021

COMMUNITY AND DEMOGRAPHIC PROFILE

ENVISION TAYLOR POPULATION PROJECTIONS

Envision Taylor is utilizing a combination of population methodologies informed by the accuracy of past projections and current and historic population growth trends in Williamson County and the City of Taylor. The following key observations and assumptions have been incorporated into the recommended population projections for Envision Taylor.

1. The rate of growth in Williamson County is higher than in the City of Taylor. However, the rate of growth in the City of Taylor is increasing at a faster rate than in Williamson County.
2. Regional growth trends in the Central Texas corridor indicate that people are moving from the City

of Austin to smaller cities within an ever expanding radius of the downtown core. In addition to growth moving out from the core, growth is beginning to move to the east of Austin along SH 130, and SH 45 as well as FM 973. These trends will most likely have an impact on the City of Taylor by 2040.

3. During the 2004 comprehensive planning effort, the linear regression model proved to be the most accurate methodology.
4. The Texas Water Development Board is anticipating the current linear growth trend to continue in the City of Taylor.
5. The CAMPO 2045 Plan projects a 3% annual growth rate for the entire CAMPO region. The plan projects

a higher growth rate for the City of Taylor with a 2.4% annual growth rate between 2015 and 2025 and a 5.7% annual growth rate between 2025 and 2045.

Based on these assumptions, Envision Taylor is recommending that population projections rely more heavily on regional trends than historical population trends.

**Envision Taylor
Population
Projection.**

39,552 in 2040.

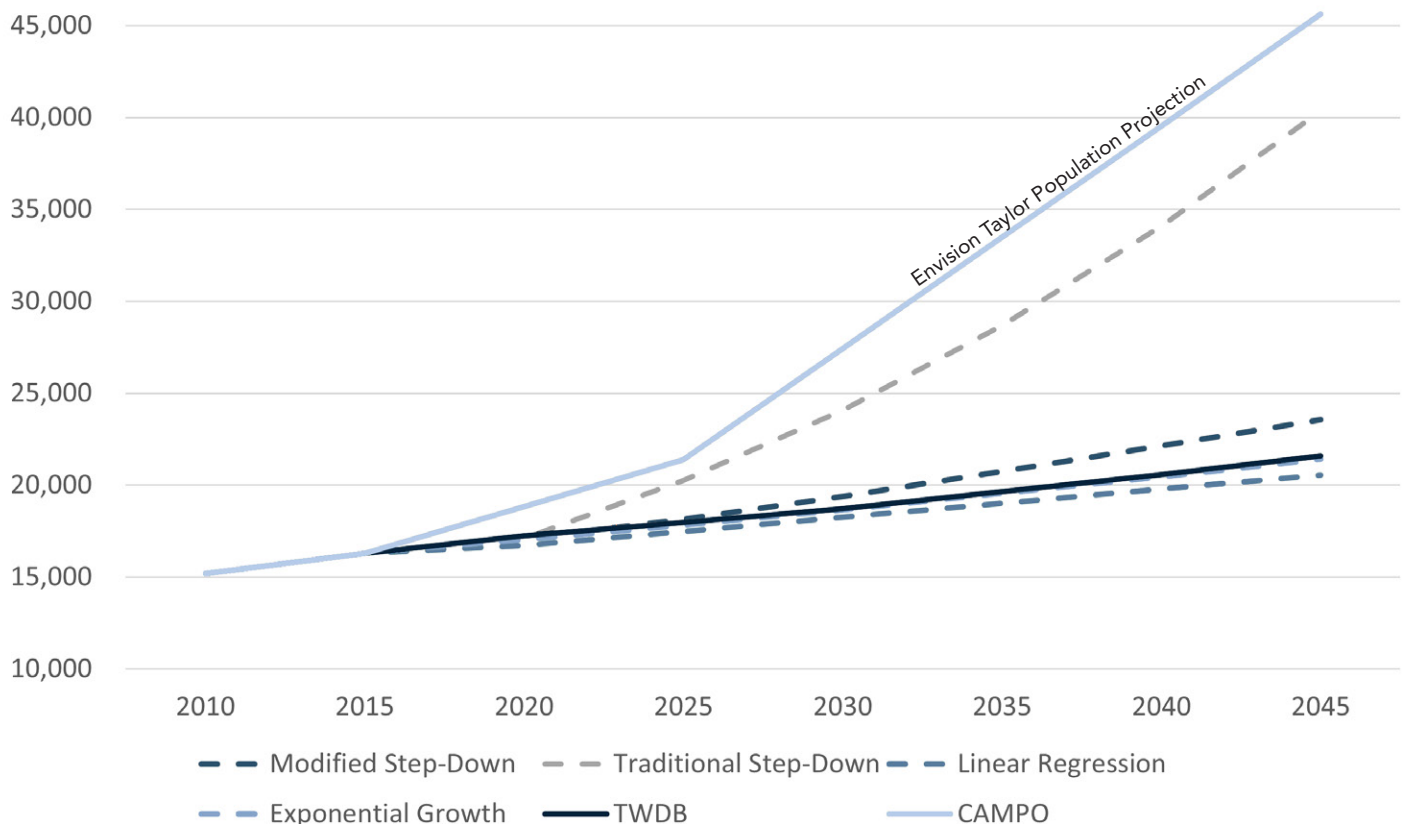


Figure 19: Envision Taylor Population Projections

Source: www.twdp.texas.gov; CAMPO 2045 Plan

POPULATION DENSITY TRENDS

Prior to 1990, the population density in the City of Taylor was increasing. This means that as more people were moving to Taylor, the city limits only grew moderately to accommodate the new residents and the overall population density of the city increased. During the 1990's and even more significantly the 2000's the City of Taylor grew it's city limits at a faster rate than population growth. This trend slowed between 2010 and 2019.

**Pop. Density
in 1990**

2.29

**Pop. Density
in 2019**

1.33

The population density of Taylor has been decreasing since 1990.

	ACREAGE IN CITY LIMITS	POP.	POP. DENSITY (ACRES)	POP. DENSITY (SQUARE MILES)	ANNUAL PERCENT CHANGE IN POP. DENSITY
1890	4,612	2,584	0.56	359	
1900	4,612	4,211	0.91	584	6.30%
1910	4,612	5,314	1.15	737	2.62%
1920	4,612	5,965	1.29	828	1.23%
1930	4,612	7,463	1.62	1,036	2.51%
1940	4,612	7,875	1.71	1,093	0.55%
1950	4,612	9,071	1.97	1,259	1.52%
1960	4,612	9,434	2.05	1,309	0.40%
1970	4,732	9,616	2.03	1,301	-0.07%
1980	4,836	10,619	2.20	1,405	0.83%
1990	5,019	11,472	2.29	1,463	0.41%
2000	6,820	13,575	1.99	1,274	-1.31%
2010	10,629	15,191	1.43	915	-2.81%
2019	13,084	17,383	1.33	850	-0.70%

Source: Decennial Census, American Community Survey

Figure 20: Growth and Density Comparison Chart

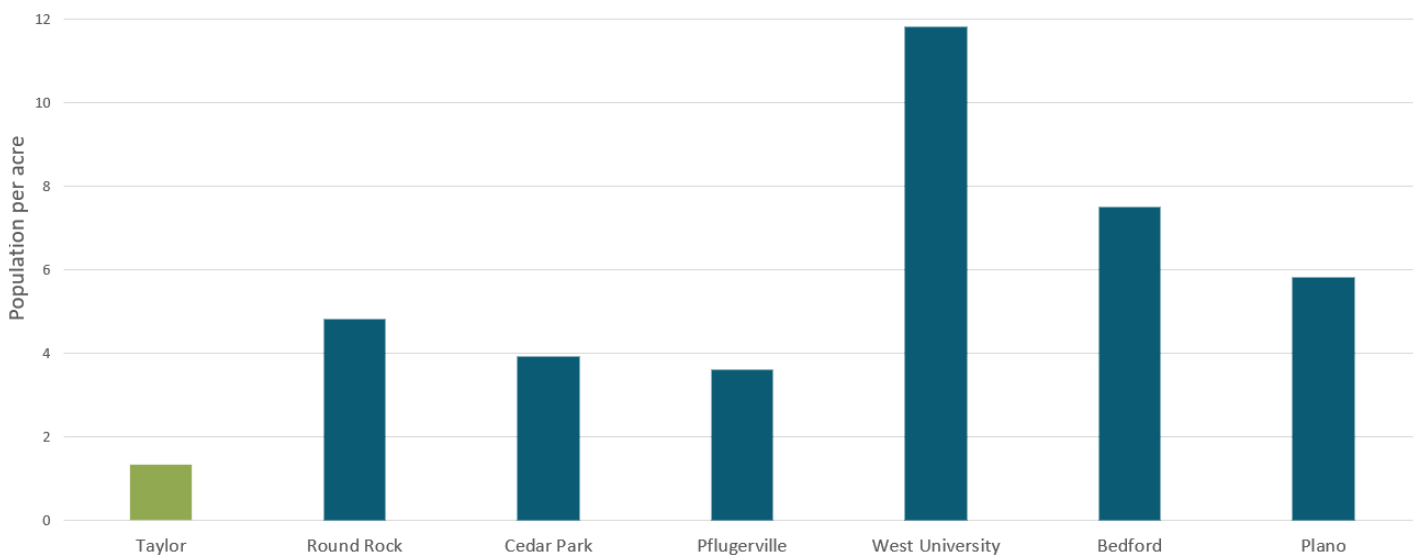


Figure 21: Population density of Texas cities

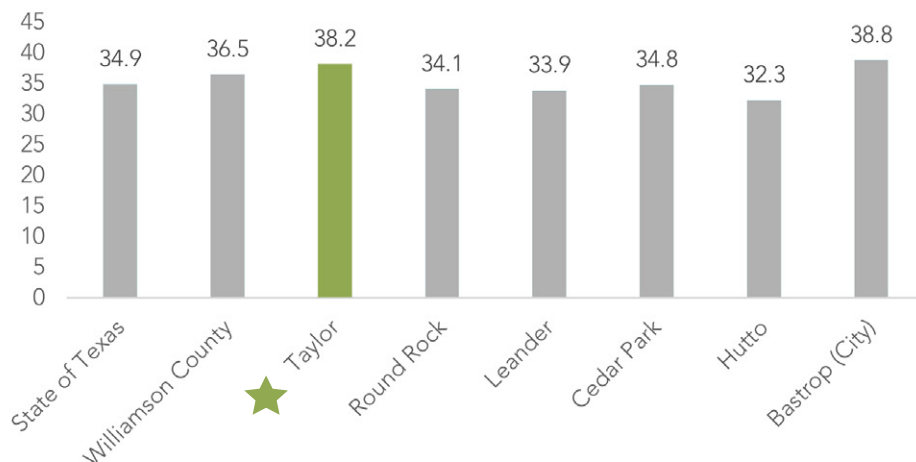
Source: City of Taylor

COMMUNITY AND DEMOGRAPHIC PROFILE

POPULATION CHARACTERISTICS

AGE

The median age in Taylor is 38.2 which is higher than the median age in the State of Texas, Williamson County, or any other comparison city with the exception of Bastrop. The higher median age is a result of older adults (age 45-64) comprising the largest group of residents in Taylor. While older adults make up the largest age cohort, the fastest growing age group between 2010 and 2018 were young adults between the ages of 25 and 34. The next fastest growing age groups were seniors (65 and older) and older adults.



Source: Decennial Census, American Community Survey

Figure 22: Median Age Comparison Cities

	2000		2010		2018		ANNUAL GROWTH RATE 2010 - 2018
	Num.	Pct.	Num.	Pct.	Num.	Pct.	
Infants and Toddlers (Under 5 years)	1,075	7.9%	930	6.2%	924	5.5%	-0.1%
School Aged Children (5-19)	3,163	23.2%	3,255	21.9%	3,090	18.3%	-0.6%
College Aged Adults (20-24)	875	6.4%	963	6.5%	919	5.5%	-0.6%
Young Adults (25-34)	1,964	14.5%	1,755	11.8%	2,674	15.9%	6.5%
Middle Adults (35-44)	1,984	14.6%	2,391	16%	2,401	14.3%	0.1%
Older Adults (45-64)	2,604	19.1%	3,668	24.6%	4,379	26%	2.4%
Seniors (65 and Older)	1,910	14.1%	1,966	13.2%	2,424	14.4%	2.9%
Total	13,575	100%	14,928	100%	16,811	100%	1.6%

Figure 23: Age Trends in Taylor

Source: Decennial Census, American Community Survey

GENDER

Gender characteristics in Taylor are balanced and similar to comparison cities and the State of Texas as a whole. Williamson County has a slightly higher population of males to females (50.8 percent males to 49.2 percent females).



Source: Decennial Census, American Community Survey

Figure 24: Gender Characteristics in Taylor

RACE AND ETHNICITY

The City of Taylor's largest ethnic group identifies as Hispanic, 44.1 percent, and the next largest group 42.3 percent is Non-Hispanic White. The Hispanic population increased between 2010 and 2018 by 4.8 percent. Just less than 10 percent of Taylor residents are Black or African American, and the remaining 2 - 3 percent belong to other racial minority groups.

	TAYLOR ★	ROUND ROCK	LEANDER	CEDAR PARK	HUTTO	BASTROP, CITY	STATE OF TEXAS	WILLIAMSON COUNTY
Hispanic	44.1%	24.8%	24.1%	18.8%	29.8%	21.2%	39.6%	24.8%
Non-Hispanic White	42.3%	55.4%	63.0%	65.0%	51.9%	66.2%	41.1%	58.4%
Black or African American	9.5%	10.1%	5.3%	2.7%	13.5%	9.5%	11.9%	6.1%
American Indian and Alaska Native	0.2%	0.1%	0.1%	0.2%	0.2%	0.7%	0.2%	0.1%
Asian	0.6%	6.3%	3.2%	9.7%	1.7%	2.0%	4.9%	6.8%
Native Hawaiian and Other Pacific Islander	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%	0.1%	0.1%
Other, non-Hispanic minority	0.0%	0.3%	0.0%	0.6%	0.1%	0.0%	0.2%	0.3%

Source: Decennial Census, American Community Survey

Figure 25: Racial and Ethnic Characteristics in Taylor

	2010		2018		ANNUAL GROWTH RATE 2010 - 2018
	Num.	Pct.	Num.	Pct.	
Hispanic	5368	36.0%	7418	44.1%	4.8%
Non-Hispanic White	7815	52.4%	7108	42.3%	-1.1%
Black or African American	1337	9.0%	1605	9.5%	2.5%
American Indian and Alaska Native	0	0.0%	36	0.2%	--
Asian	319	2.1%	106	0.6%	-8.3%
Native Hawaiian and Other Pacific Islander	16	0.1%	0	0.0%	-12.5%
Other, non-Hispanic minority	64	0.4%	0	0.0%	-12.5%

Source: Decennial Census, American Community Survey

Figure 26: Racial and Ethnic Trends

COMMUNITY AND DEMOGRAPHIC PROFILE

HOUSEHOLD CHARACTERISTICS

The City of Taylor has seen an increase in all family types with the exception of married couples with children. The household type that increased the most was non-family households which saw a 3.1 percent increase between 2000 and 2018. Changes in household types can be linked to trends in age groups moving to or remaining in Taylor.

PEOPLE PER HOUSEHOLD

While the average number of people per household has increased in the last 18 years in both the City of Taylor and Williamson County, the average people per household has grown at a slower rate in the City of Taylor.

Average people per household is an important metric for understanding how increasing population is accommodated within a city. As the population continues to increase and home values rise the average people per household will begin to more closely resemble the ratio in Williamson County.

	2000		2018		AVG. ANNUAL % CHANGE
	Num.	Pct.	Num.	Pct.	
Family households	3,429	72.5%	3,703	64.6%	0.4%
Married couple families	2,486	52.6%	2,643	46.1%	0.4%
- with children under 18	1,192	25.2%	992	17.3%	-0.9%
- without children under 18	1,294	27.4%	1,651	28.8%	1.5%
Female householder, no spouse	681	14.4%	771	13.5%	0.7%
- with children under 18	420	8.9%	432	7.5%	0.2%
- without children under 18	261	5.5%	339	5.9%	1.7%
Non-family households	1,301	27.5%	2,029	35.4%	3.1%
Total households	4,730		5,732		1.2%

Source: Decennial Census, American Community Survey

Figure 27: Household Trends in Taylor

	2000	2018	ANNUAL GROWTH RATE
Taylor	2.74	2.85	0.22%
Williamson County	2.82	2.99	0.33%

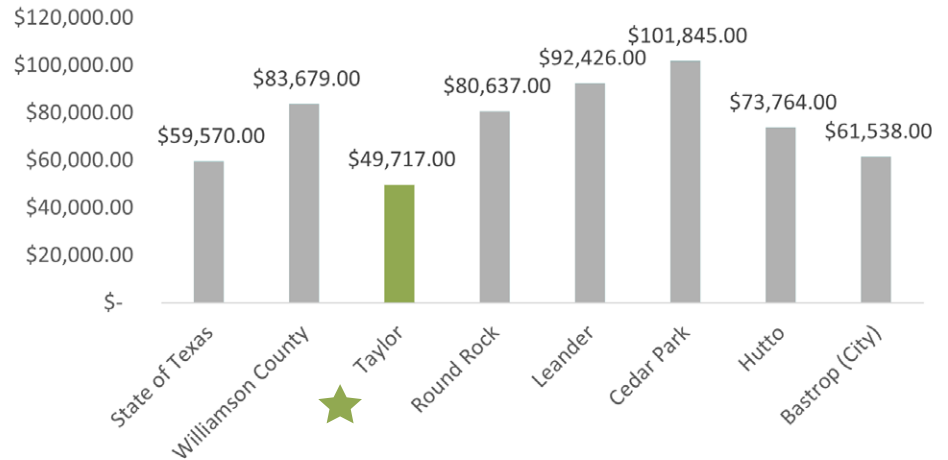
Source: Decennial Census, American Community Survey

Figure 28: Household Size Trends in Taylor

INCOME

Taylor's median household income is significantly lower than the median state, county and comparison city median incomes. The difference between Taylor's median and the state's median, which is the next lowest, is nearly \$10,000.

Comparison cities that experienced dramatic population increases as a result of people moving from the central Austin core, such as Hutto, experienced a corresponding increase in median income with the growth. Hutto's median income grew from \$53,295 in 2000 to \$73,764 in 2018.



Source: Decennial Census, American Community Survey

Figure 29: Median Household Income Comparison - 2018

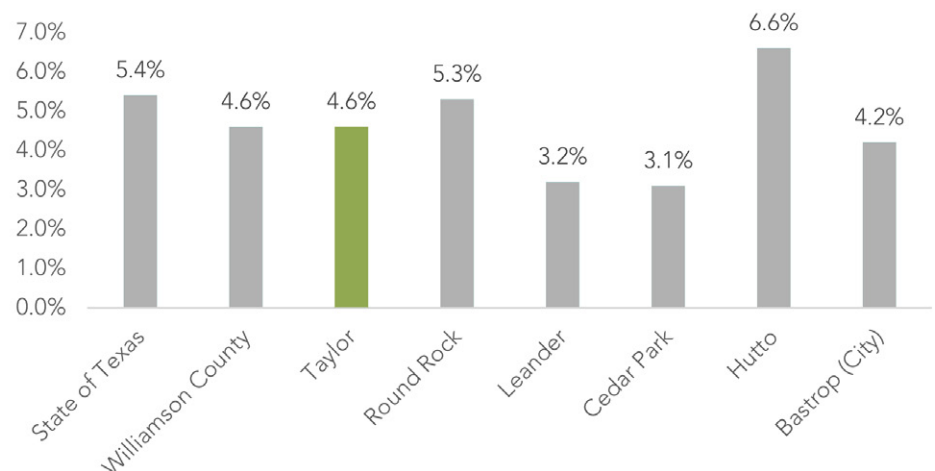
INCOME CATEGORY	2000	2018	PERCENTAGE POINT CHANGE
Less than \$25,000	32.5%	21.4%	-11.1%
\$25,000-\$50,000	29.6%	28.9%	-0.7%
\$50,000-\$75,000	20.2%	19.7%	-0.5%
\$75,000-\$100,000	9.3%	14.7%	+5.4%
\$100,000+	8.4%	15.4%	+0.7%

Source: Decennial Census, American Community Survey

Figure 30: Income Trends 2000 - 2018 in Taylor

UNEMPLOYMENT RATE

Taylor's unemployment rate is 4.6 percent, which is below the state average, but even with the county average. Nearby, larger cities like Round Rock and Hutto have higher rates of unemployment.



Source: Decennial Census, American Community Survey

Figure 31: Comparison of Unemployment Rates - 2018

Vintage Affaire
Antiques, Gifts & Whimsy



CHAPTER 2

LAND USE

↳ INTRODUCTION

↳ EXISTING CONDITIONS

↳ GROWTH & DEVELOPMENT PATTERN

↳ LAND USE FISCAL ANALYSIS

↳ FUTURE LAND USE

↳ SPECIAL EMPLOYMENT DISTRICT

↳ SUMMARY AND KEY TAKEAWAYS

INTRODUCTION

The land use element of Envision Taylor Comprehensive Plan provides a framework for making decisions and setting policy about what will be built and where. Land use decisions impact public spaces, development patterns, and overall quality of life. The table below includes the policy statements that should be used when making land use decisions and links them to the most relevant Big Ideas.

POLICY ID	BIG IDEA	POLICY STATEMENT
LU1	 Community Character	New development should resemble the form and scale of traditional development patterns in Taylor.
LU2	 Community Character	Create, preserve, and enhance special destinations and experiences that celebrate and build on Taylor's history.
LU3	 Community Character	New mixed-use centers should complement the existing Downtown and accommodate additional growth within a compact urban fabric that includes walkable streets, mixed-use buildings, and high-quality public spaces.
LU4	 Inclusive Growth	New development and growth should not increase the flood hazards or other risks associated with climate change in existing neighborhoods.
LU5	 Economic Resilience	New buildings and developments should be constructed in a way that they can be repurposed over time and as market conditions change.
LU6	 Economic Resilience	Continue to leverage existing downtown assets to support more small businesses.
LU7	 Economic Resilience	Economic development incentives should support the downtown and future mixed-use centers.
LU8	 Economic Resilience	A jobs-housing balance that supports people living and working in Taylor should be encouraged.
LU9	 Fiscal sustainability and infrastructure	Promote development patterns that maximize the use of existing infrastructure and land before expanding infrastructure to underdeveloped areas.
LU10	 Fiscal sustainability and infrastructure	New development should generate sufficient revenue to support the long-term cost of maintaining the infrastructure that serves it.
LU11	 Fiscal sustainability and infrastructure	Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.



EXISTING CONDITIONS

ZONING

A city's zoning code, map, and regulations control the types of land uses allowed within a certain area of a city. These regulations can determine parameters such as setbacks, height limits, and building coverage.

As displayed in the overall chart below, the City of Taylor is made up of 54% residential, 44% non-residential and 4% public zoning districts. The land use type covering the most area in the City of Taylor is single family.

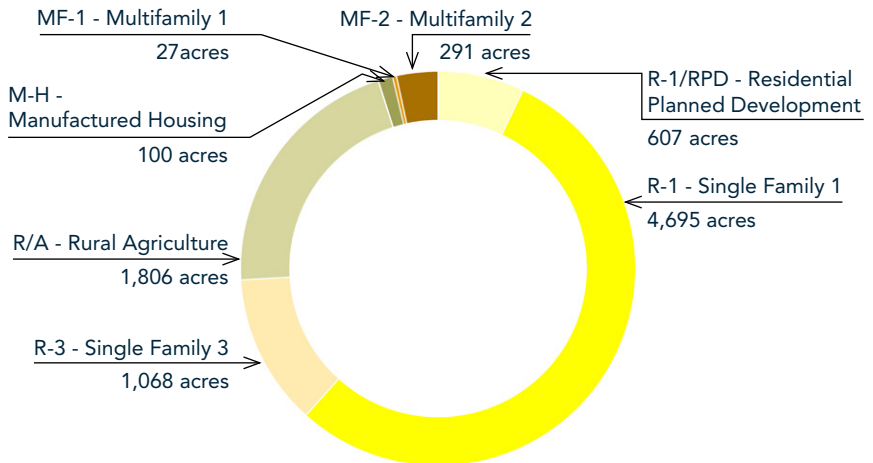


Figure 32: Residential Zoning Districts by Acre

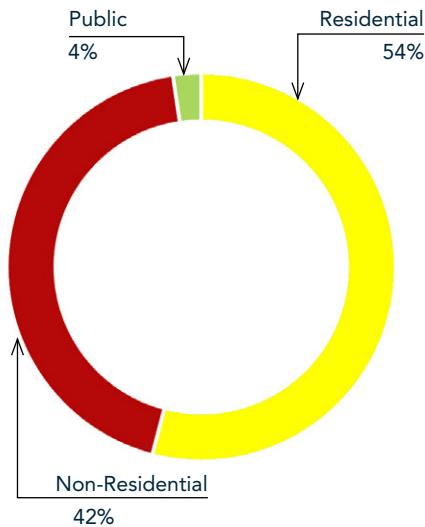


Figure 35: Overall Zoning Districts

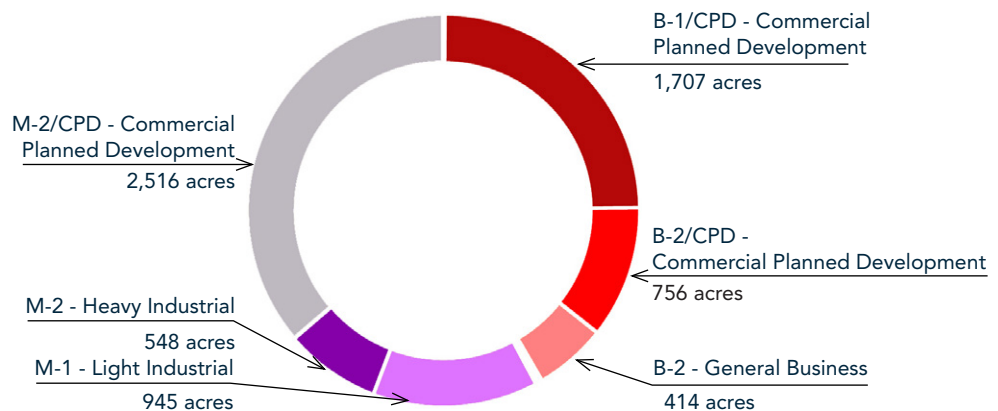


Figure 33: Non-Residential Zoning Districts by Acre

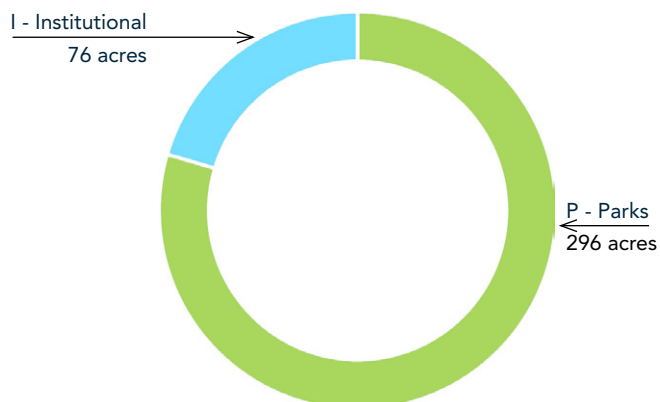


Figure 34: Public Zoning Districts by Acre

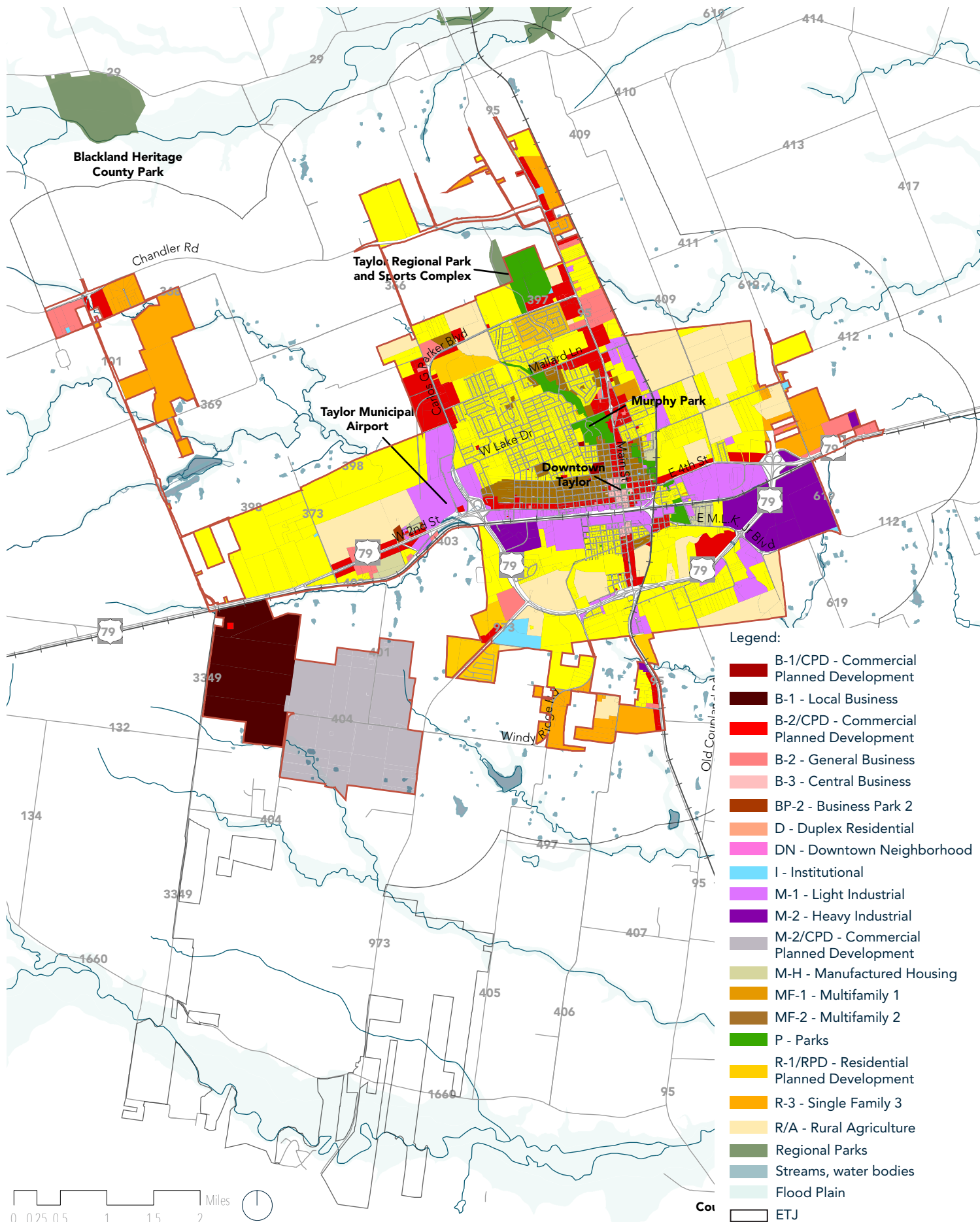


Figure 36: Existing Zoning

Source: City of Taylor, Williamson County

EXISTING CONDITIONS

DEVELOPMENT PATTERNS

Recent residential permit data shows that while geographically diverse infill is being permitted, the vast majority of new residential being built in recent years is at the suburban fringes in two subdivisions: Avery Glen (near Taylor High School in the southwest) and Summerfield (near the Taylor Regional Park and Sports Complex in the north). While there are plenty of vacant infill lots, 83% of new housing is built on new greenfield lots.



Empty lot on 700 W. 6th Street, Taylor Tx.

Should the percentage of infill housing be more, less, or equal to the percentage of infill housing (18%) constructed over the last four years?

"There are so many great plots available in the town that should be utilized. Additionally, the city is already struggling to maintain the roads they already have. Why add additional roads when we need to utilize what we have?"

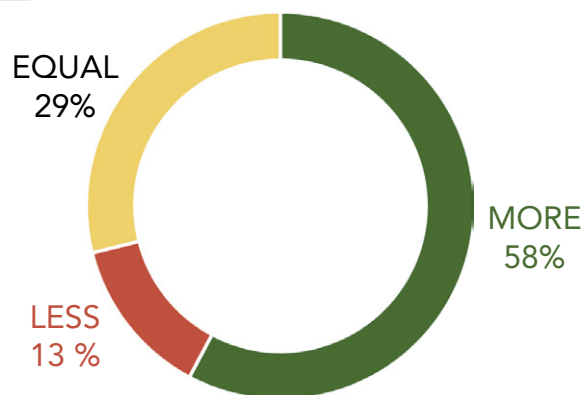


Figure 37: Result from the public survey question

"New housing is needed but also revitalizing existing homes will help maintain the character of the town. Invest in restoration not just new development."



402 Booth St, Taylor TX



400 Booth St, Taylor TX



305 Lizzie St, Taylor TX

Source: Envision Taylor Stakeholder Poll

EXISTING CONDITIONS

VACANT LOTS

More than half of the land area within the city limits is vacant (55 percent), defined here as having zero improvement value associated with the parcel. The categories of vacant lots described to the right break down the vacant lot category based on the types of improvements and adjacency to existing infrastructure. Currently, the majority of vacant parcels are zoned for Single Family or Rural/Agriculture uses, with another large portion zoned as Local Business.

Figure 39: Existing Vacant Lots depicts where these vacant parcels are geographically distributed across the city. One key takeaway is that the majority of these vacant parcels appear to be located towards the edges of the city limits as opposed to the inner core.

VACANT LOTS

This category consists of vacant lots of less than one acre in size and an improvement value of less than \$10,000. These lots have access to water and wastewater lines.

UNDERDEVELOPED LOTS

This category consists of underdeveloped lots of less than one acre in size where the improvement value is more than \$10,000 and building coverage is less than 40% of the lots area. Underdeveloped means that the improvement value is low when compared to the minimum lot size permitted by the zoning and additional units could be added. These lots have access to water and wastewater lines.

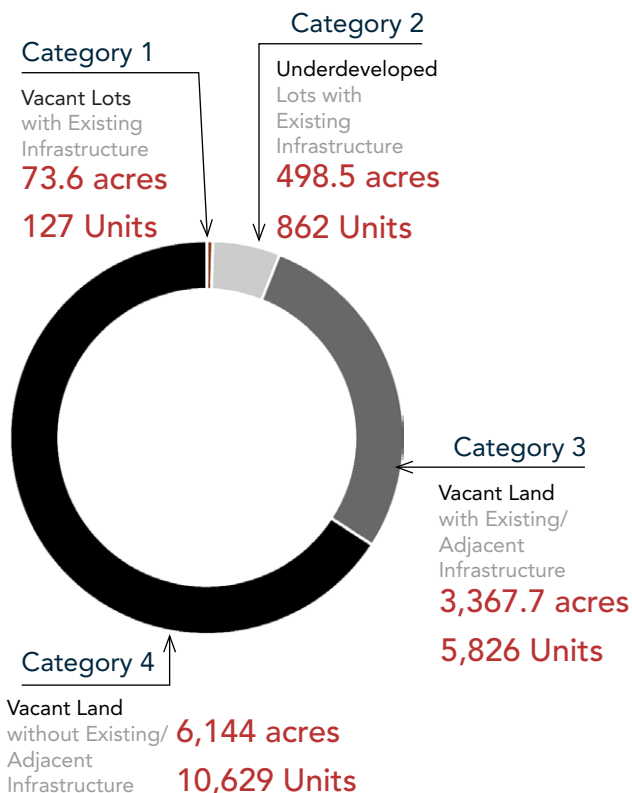
VACANT LAND WITH INFRASTRUCTURE

This category consists of vacant land holdings greater than one acre in size with improvement value of less than \$10,000. Land in this category is located within 100-feet of a wastewater line.

VACANT LAND NO INFRASTRUCTURE

This category consists of vacant land holdings greater than one acre in size with improvement value of less than \$10,000. Land in this category does not have a wastewater line within 100-feet.

At current density of 1.73



City limits: **13,400 acres**

Vacant and underutilized area **10,084 acres**

Fully Developed area: **3,316 acres**

Existing number of Units = **5,732**

Units per acre of Fully Developed Area = **1.73**

Total Capacity Vacant and Underutilized Land: **17,445 Units** at density of 1.73

Taylor is projected to add **8,146 Units** by 2040.

Figure 39: Proportion of Existing Vacant Lots and Number of Units at Current Density of 1.73 Units Per Acre

Note: The analysis is based on the ETJ boundary and City limits as per 2021

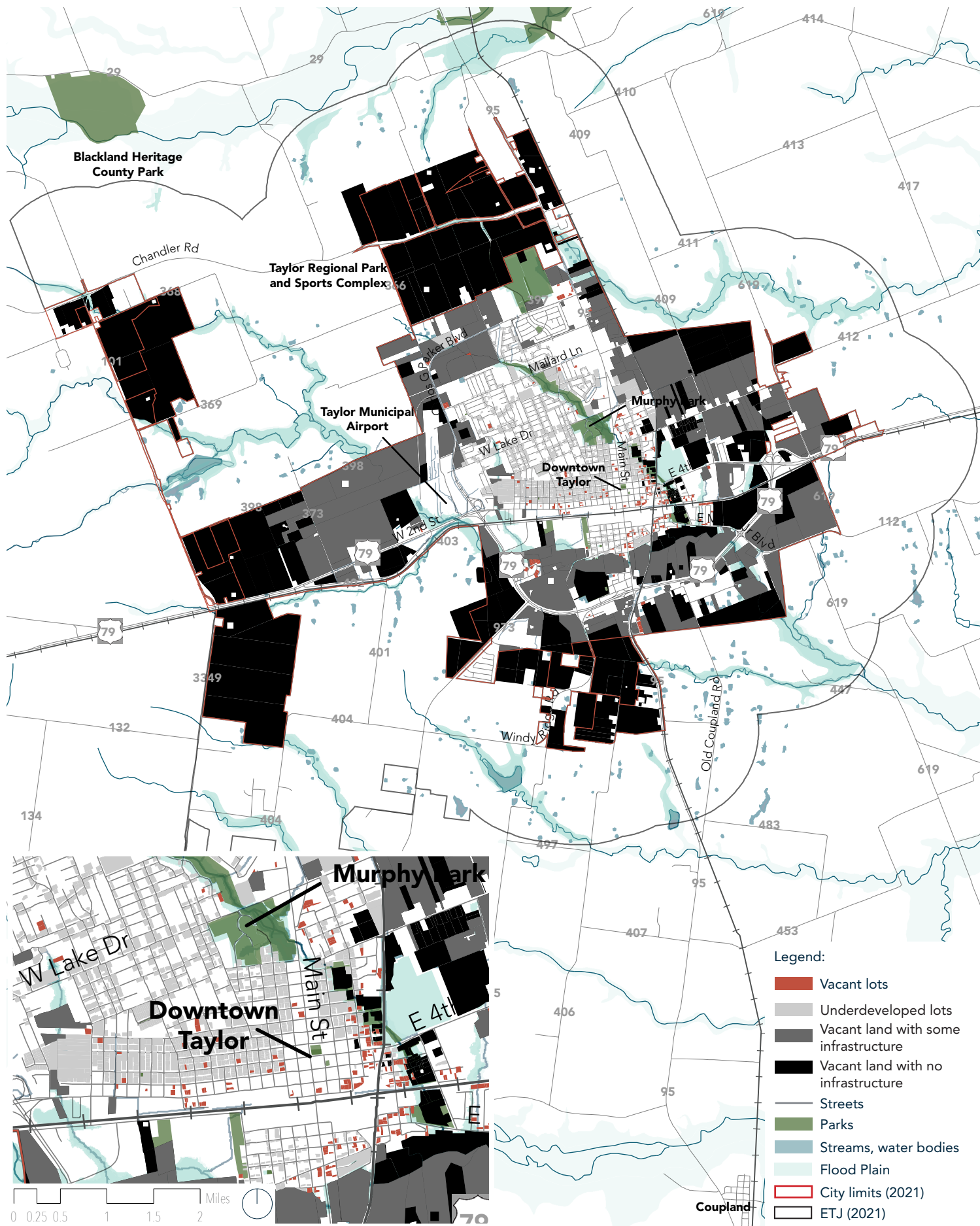


Figure 40: Existing Vacant Lots

Note: The analysis is based on the ETJ boundary and City limits as per 2021

Source: City of Taylor, Williamson County (2021)

GROWTH SECTORS MAP

PRESERVED OPEN SECTOR (O-1)

The Preserved Open Sector is made up of open space that is protected from development in perpetuity. This includes dedicated parkland and any other conservation easement.

RESERVED OPEN SECTOR (O-2)

The Reserved Open Sector consists of land that is not yet protected but is valuable as open space. This includes floodplains and floodways and may also include areas of steep slope, desired open space, desired transportation corridors, buffers, or viewsheds.

RESTRICTED GROWTH SECTOR (G-1)

The Restricted Growth Sector consists of areas that have value as open space or agricultural land and where increased development and additional entitlements are discouraged. This includes large lot homesteads and farmland with limited infrastructure availability. Expansion into this area is not anticipated during the time frame of this plan.

CONTROLLED GROWTH SECTOR (G-2)

The Controlled Growth Sector consists of areas that can support limited development based on proximity to an existing or planned Thoroughfare. The Controlled Growth Sector should be limited in area to nodes where infrastructure or services already exist, but these areas are not adjacent to the existing developed areas.

INTENDED GROWTH SECTOR (G-3)

The Intended Growth Sector consists of areas with access to existing or planned transportation / infrastructure and are on the periphery of existing developed areas. These are primarily vacant, underutilized, or poorly developed commercial areas adjacent to existing centers and service areas. Growth policies should encourage the development or redevelopment of these areas as compact residential and mixed-use development.

INFILL NEIGHBORHOOD SECTOR (G-4)

The Infill Neighborhood Sector consists of areas within the city that are already developed and served by infrastructure. Infill development is encouraged to generally match the character of the existing development while allowing for incremental increases in density.

INFILL GROWTH SECTOR (G-5)

The Infill Growth Sector is made up of areas that are already developed and served by infrastructure. They are also intended for higher intensity uses than are currently in place.

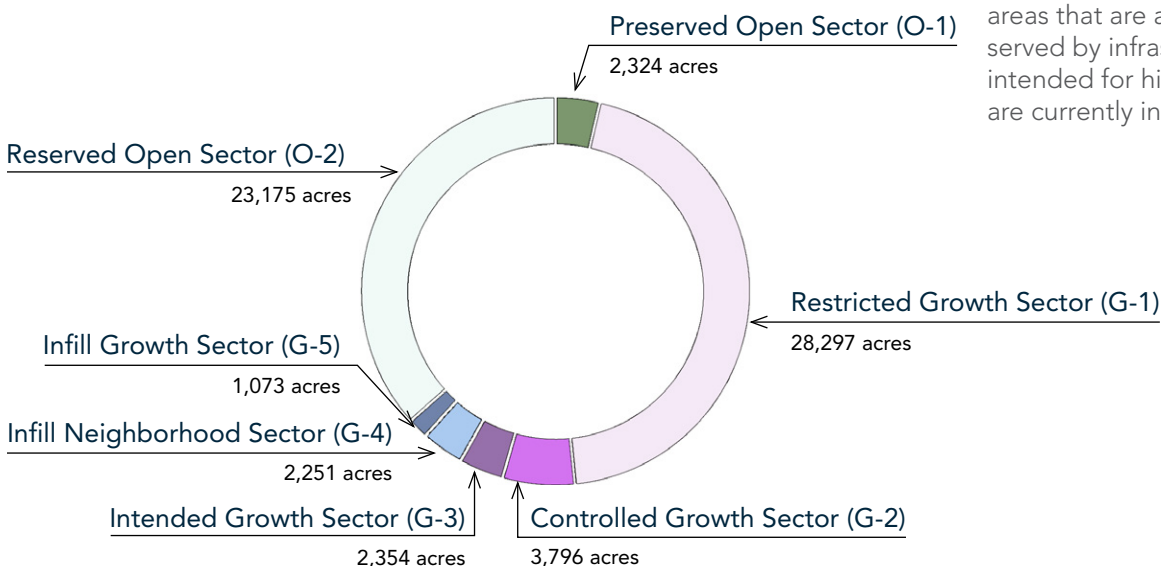


Figure 41: Growth Sectors by acreage

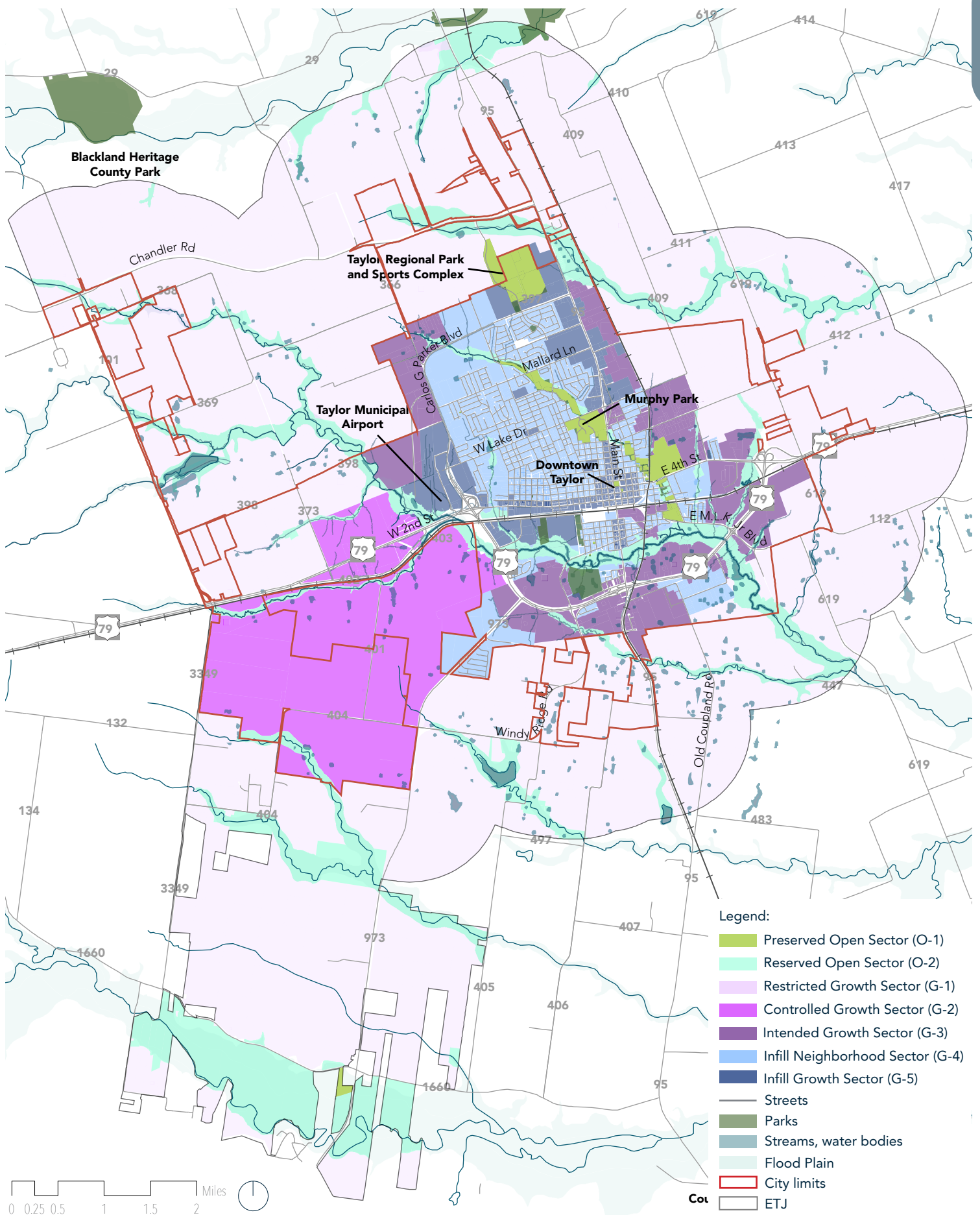


Figure 42: Growth Sectors

Source: City of Taylor, Williamson County

GROWTH & DEVELOPMENT PATTERN

EXPLOSIVE GROWTH

Taylor is in the early years of an “explosive growth” phase. Historical population growth has been relatively slow and consistent, but the city is projected to grow at a much faster rate in the next decade or two. Early in Taylor’s history the city’s development footprint was fairly compact and grew relatively in concert with population. There was even moderate intensification between the 1940s and the 1990s. Since 1990 though, major annexations have expanded the city limits outward in multiple directions, increasing the service area to 13,155 acres in 2020. But population growth has not maintained a similar rate. This means that the cost to build and maintain infrastructure for this much larger area is shared by a smaller group of people, increasing household costs via a higher tax levy.



Figure 44: Historical Annexation Progression

Source: City of Taylor, Verdunity

Trends Pre-1990



Population Density Increasing



Few New Infrastructure Improvements



Slow, Incremental Annexation

Trends Post-1990



Population Density Decreasing



Major New Infrastructure



Significant Expansion of City Limits and Service Responsibilities

Figure 43: Trends, pre and post 1990

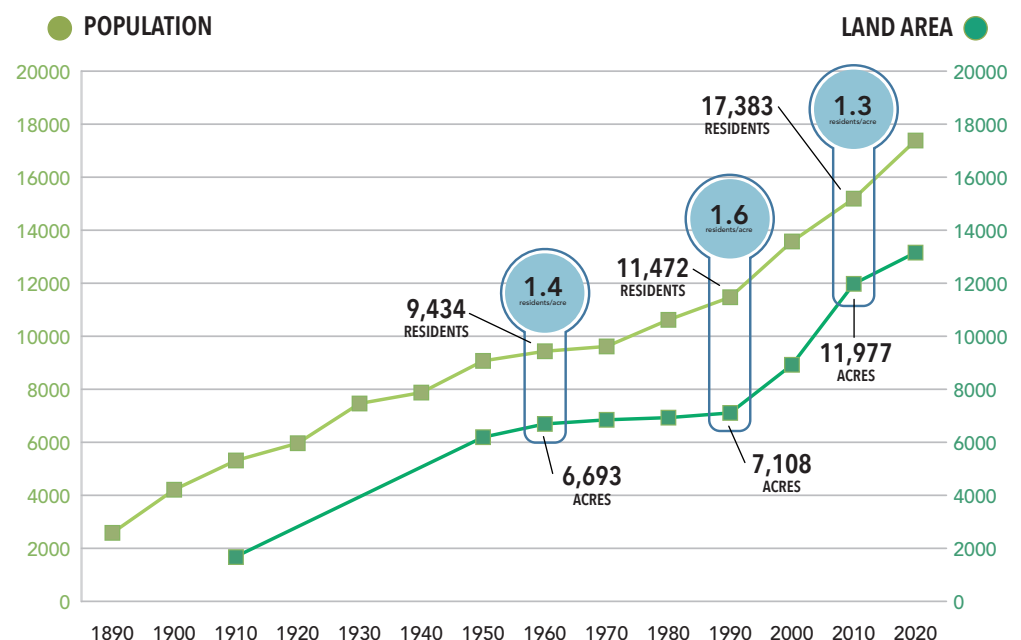


Figure 45: Taylor's Population and Land Area in Acres by Decade

Source: US Census, City of Taylor

Note: The analysis is based on the ETJ boundary and City limits as per 2021

GENERAL FUND BENCHMARKING

In a property tax state like Texas, ideally the property tax revenue generated by development in a city should be enough to cover street maintenance and reconstruction as well as at least half the cost of other basic services. When property tax revenue can cover more basic services, this frees up revenue from sales tax to focus on economic development and quality of life improvements that preserve and enhance property values over time. The more a city has to rely on sales tax for basic services, the less funding it will have for amenities and economic development incentives.

The city's total **general fund revenue** for the FY19/20 fiscal year was \$14.8 million, which comes out to roughly **\$1,050 per acre**. The table to the right shows how Taylor's general fund metrics compare to some other communities in the region. Taylor has the lowest GF/Acre and lowest population/acre. **Just over \$7 million of this (52%) was obtained from property tax.**

	TAYLOR	ROUND ROCK	LEANDER	CEDAR PARK	HUTTO
2020 Pop. Est.	17,383	128,739	56,111	76,999	26,434
2020 GF Revenue	\$14,830,304	\$121,760,638	\$41,787,626	\$57,136,667	\$18,152,056
Area (Acres)	13,155	22,976	21,811	15,680	4,960
Pop. Per Acre	1.30	5.60	2.57	4.91	5.33
Tax Rate	0.788000	0.420000	0.551867	0.449000	0.515171
GF Per Capita	\$864	\$946	\$745	\$742	\$687
GF Per Acre	\$1,050	\$5,299	\$1,916	\$3,644	\$3,660
GF Per Household	\$2,177	\$2,383	\$1,877	\$1,870	\$1,730

Figure 46: Nearby City Comparative Data Source: Decennial Census, American Community Survey



CULTIVATING FISCAL HEALTH AND LOCAL WEALTH

By focusing infrastructure, housing, and economic development investments into redevelopment and infill in older neighborhoods and prioritizing high return on investment development patterns such as smaller/narrower lots, vertical buildings, and mixed use, the city has an opportunity to generate additional property tax revenue without necessarily having to adjust the tax rate. In addition to improving the fiscal health of the city's operation, partnering with local residents, entrepreneurs, and developers to build more small scale residential and commercial spaces can also help to cultivate the wealth of residents and local businesses and increase community pride and identity. Together, this combination of cultivating public and private wealth can put Taylor on the path to becoming a vibrant, inclusive, and resilient community for years to come.

\$1.7M

Current Yearly Budget for Street Maintenance/Replacement

\$543

Average Property Tax Revenue/Acre – Citywide

TAYLOR'S RESOURCE GAP

PROJECTED STREET REPLACEMENT COSTS

The city has roughly 150 miles of street today. Using a lean replacement cost of \$500,000 per 11' lane-mile, it would require over \$124 million to replace the existing streets when they reach the end of their life cycle. Averaged over 20 years, this would require the city to be saving or spending an average of \$6.2M per year on street reconstruction, \$4.5M per year more than what the city currently allocates to street maintenance from its General Fund. Street costs for more recent projects have exceeded \$1 million per lane-mile. If this higher value is used, the city's street liabilities could exceed \$248 million total or \$12.4 million per year, which is almost as much as the city's entire general fund budget (\$14.8M). If you incorporate Capital Improvement Program (CIP) dollars into this, it partially reduces this gap, but not nearly enough to get the city to a break-even point. As additional development is built, the amount of streets to maintain and replace in the future will continue to increase.

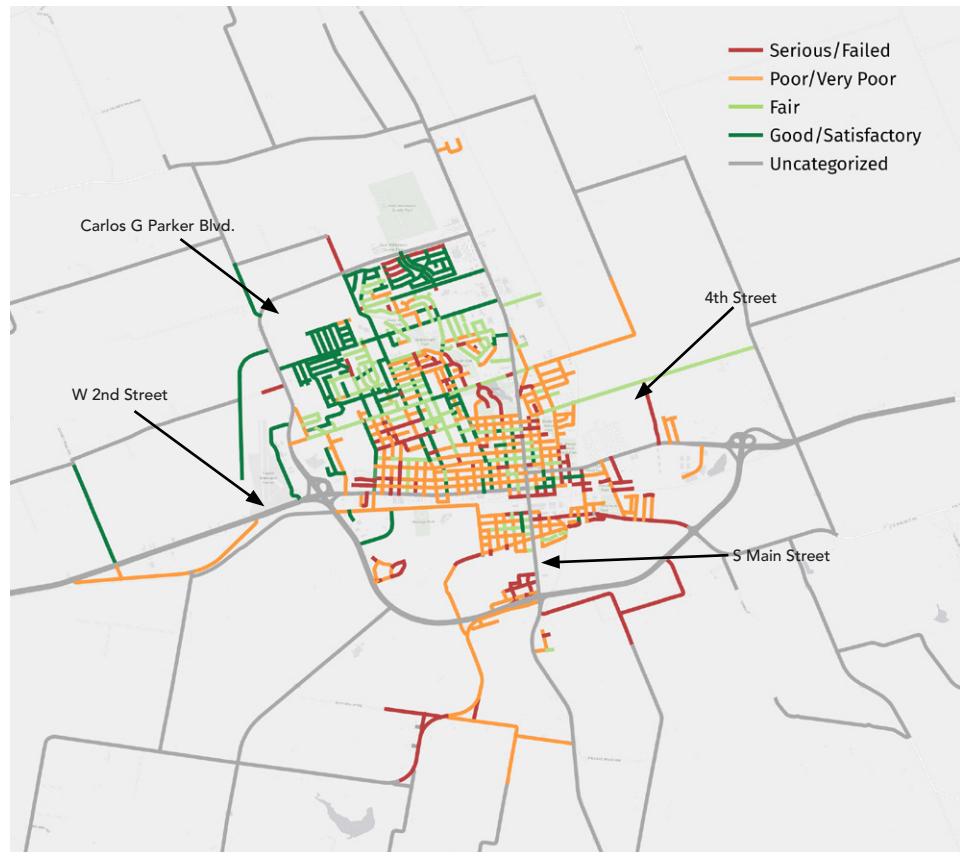


Figure 47: Pavement Condition

Source: City of Taylor, Verdunity

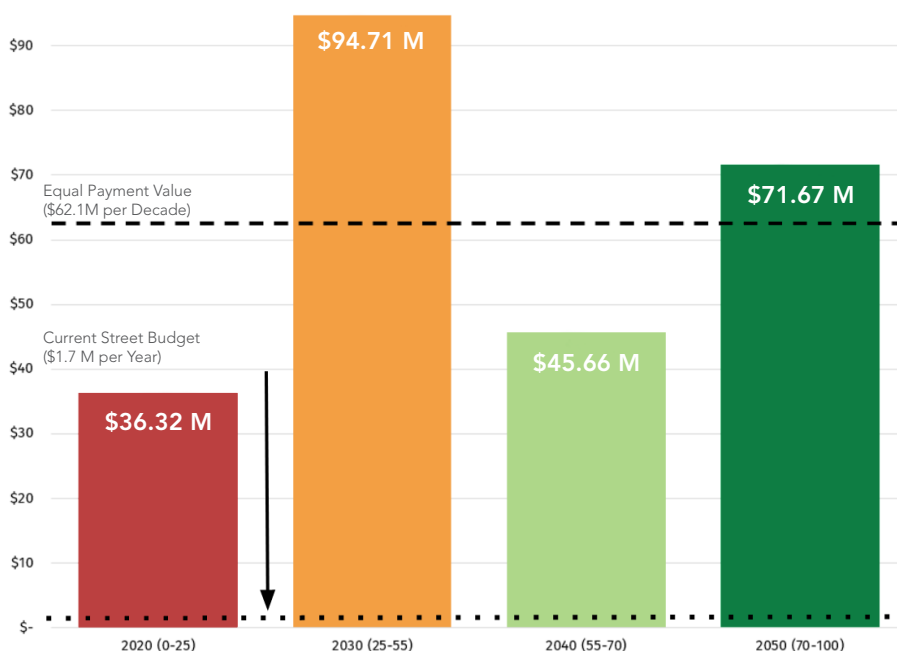


Figure 48: Pavement Replacement Chart

Source: City of Taylor, Verdunity

Total liabilities for Taylor's road network over a 40-year life cycle...

**\$248
MILLION**

and this assumes there are *no new roads built.*

COMPARING THE VALUE OF DEVELOPMENT PATTERNS

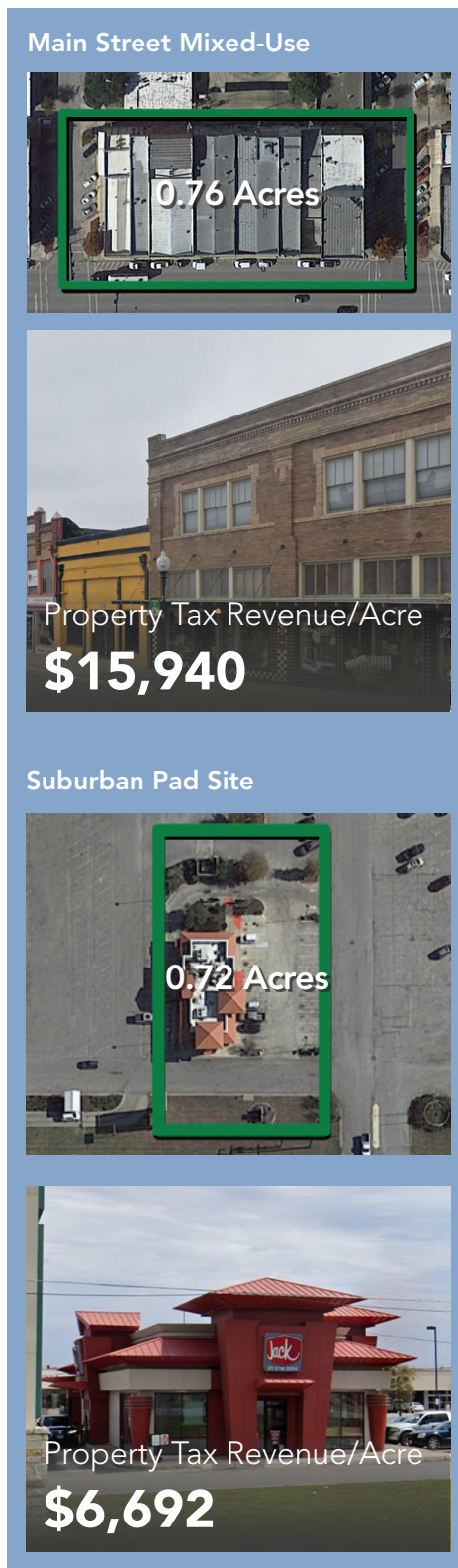


Figure 49: Main Street & Pad Site Comparison



Figure 50: Traditional Grid & Big Box Comparison

Source: WCAD, Google Earth, Verdunity

LAND USE FISCAL ANALYSIS

An in-depth analysis of the fiscal productivity of Taylor's development pattern and service model was performed as part of the comprehensive plan process. A parcel-level analysis of the property taxes and general fund service costs for the various land uses and development patterns in Taylor provides a glimpse into which perform better than others in terms of their ability to meet their costs, including long-term roadway maintenance. The analysis used the metrics of property tax revenue per acre and net revenue per acre to map the net fiscal productivity (revenue minus costs) of all parcels in Taylor. Three levels of analysis were completed to understand the fiscal performance of development today and when costs for future infrastructure replacement are considered.

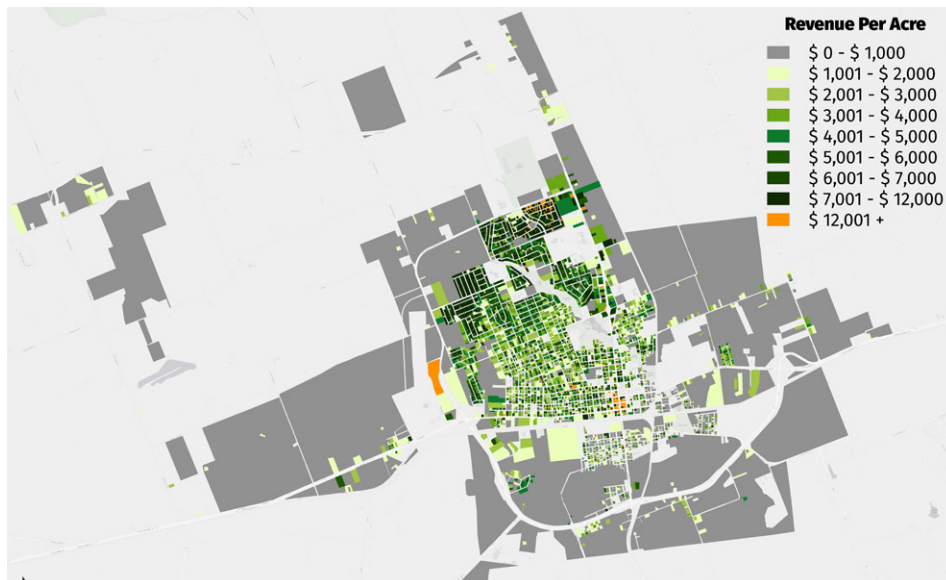


Figure 51: Revenue Per Acre

Source: Verdunity

LEVEL 1: PROPERTY TAX REVENUE PER ACRE

Existing property tax revenue (levy) on a per acre basis for all parcels in the city was mapped. Exempt parcels such as city owned properties, churches, and other tax exempt entities were removed from the analysis.

LEVEL 2: NET PER ACRE - CURRENT CONDITIONS (WHAT THE CITY CURRENTLY SPENDS)

Existing property tax revenue minus current operating budget funded by property taxes was mapped to get a net value for each parcel. This map shows which parcels produce more in property tax revenue than they cost to serve, and which ones cost more than they generate in revenue.

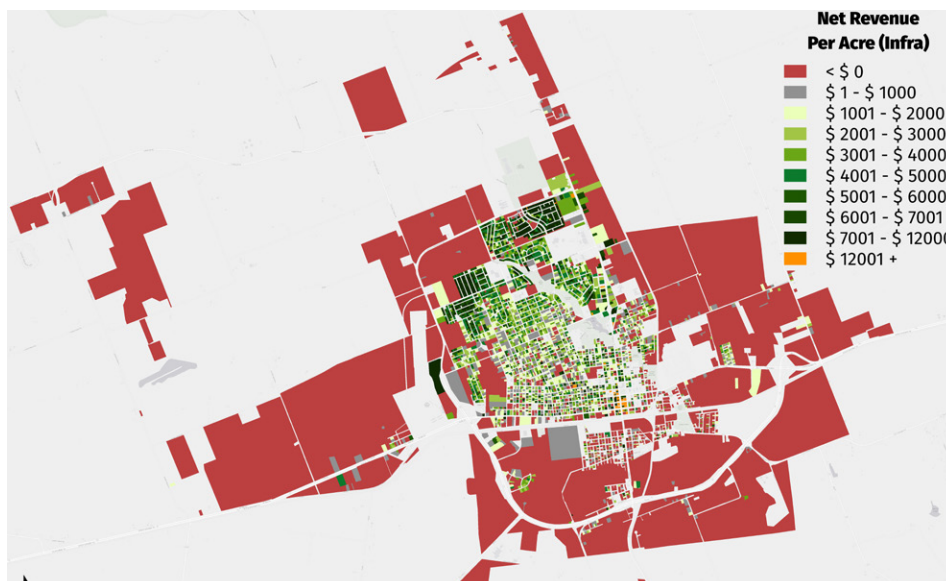


Figure 52: Net Revenue Per Acre (Current + Projected Costs)

Source: Verdunity

Note: The analysis is based on the ETJ boundary and City limits as per 2021

LEVEL 3: NET PER ACRE - DEFICIT (WHAT THE CITY REALLY NEEDS)

The final step adds unfunded street replacement costs to reveal how parcels perform if street reconstruction costs are factored in.

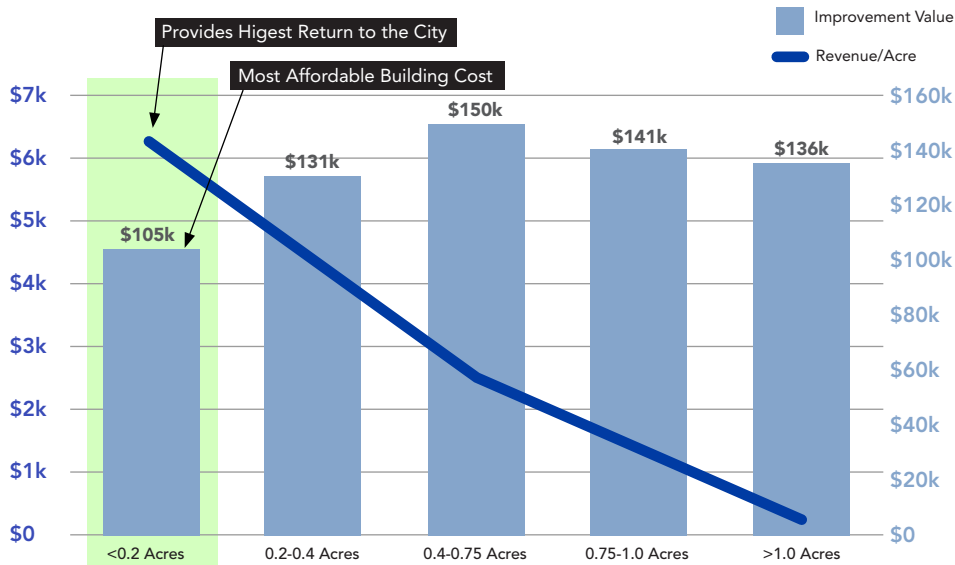


Figure 53: Single Family Improvement Value compared to Rev/Acre Source: Verdunity

Analysis Results

Taylor is in the middle of its growth, with a more compact core that includes some highly productive parcels in the downtown area, and less productive areas around the periphery of the city limits that are in the city's service area but have yet to build out. In its current state, only 20% of the city's area generates enough revenue to cover current costs. Less than 10% of the city's area covers anticipated future costs.



In order to generate sufficient revenue to cover future service costs and infrastructure liabilities, the City must increase the value per acre in existing parts of the city while ensuring new development covers its costs, if not producing a surplus

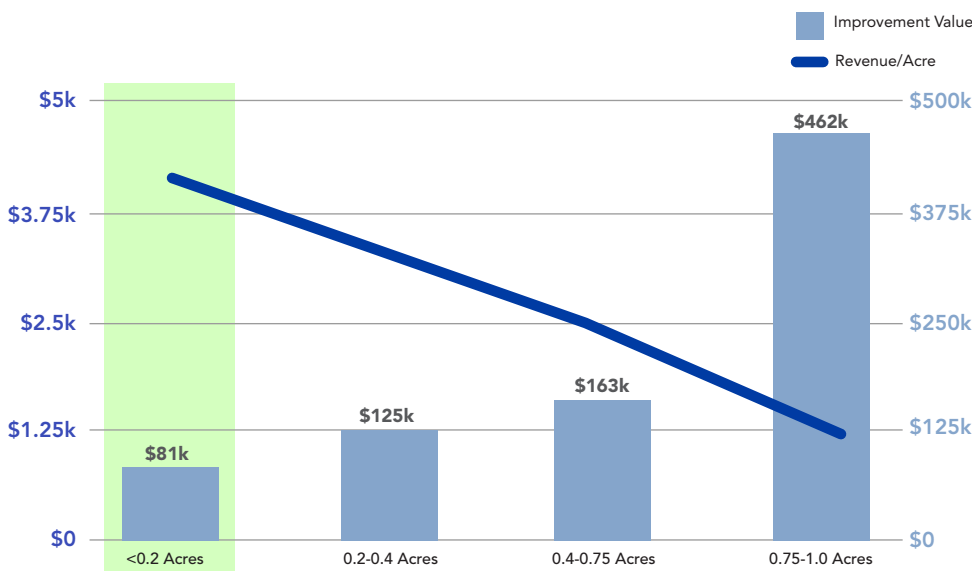


Figure 54: Multi-Family Improvement Value compared to Rev/Acre Source: Verdunity

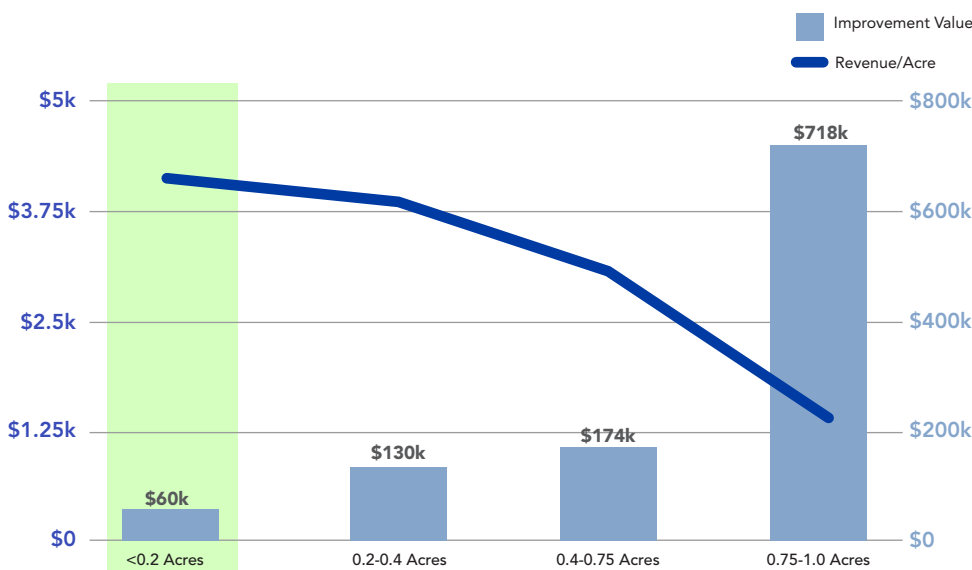


Figure 55: Commercial Improvement Value compared to Rev/Acre Source: Verdunity

One of the key concepts introduced during the modeling process and reinforced with the model results is how more compact development outperforms more spread-out development. *Figure 64: Comparing Improvement Value to Revenue Per Acre* below shows how the revenue per acre for single family is the highest for the smallest lots. Buildings on these smaller lots also tend to be less expensive due to their smaller size. This presents a "win-win" opportunity for the city where it can provide more affordable housing and commercial options for residents and small business owners/entrepreneurs while also maximizing tax revenues to the city (on a per acre basis) - just by building smaller buildings on smaller lots.

3D VALUE MAPPING

MAP 1: PROPERTY TAX REVENUE PER ACRE

Existing property tax revenue (levy) on a per acre basis for all parcels in the city was mapped. Exempt parcels such as city owned properties, churches, and other tax exempt entities were removed from the analysis.

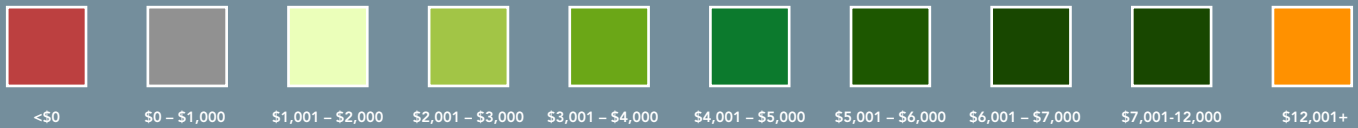
MAP 2: NET PER ACRE - CURRENT CONDITIONS (WHAT THE CITY CURRENTLY SPENDS)

Existing property tax revenue minus current operating budget funded by property taxes was mapped to get a net value for each parcel. This map shows which parcels produce more in property tax revenue than they cost to serve, and which ones cost more than they generate in revenue.

MAP 3: NET PER ACRE - DEFICIT (WHAT THE CITY REALLY NEEDS)

The final step adds unfunded street replacement costs to reveal how parcels perform if street reconstruction costs are factored in.

MAPS LEGEND



DOWNTOWN

In all calculations, the compact development pattern seen in Downtown Taylor provides consistent high value.

1 REVENUE PER ACRE

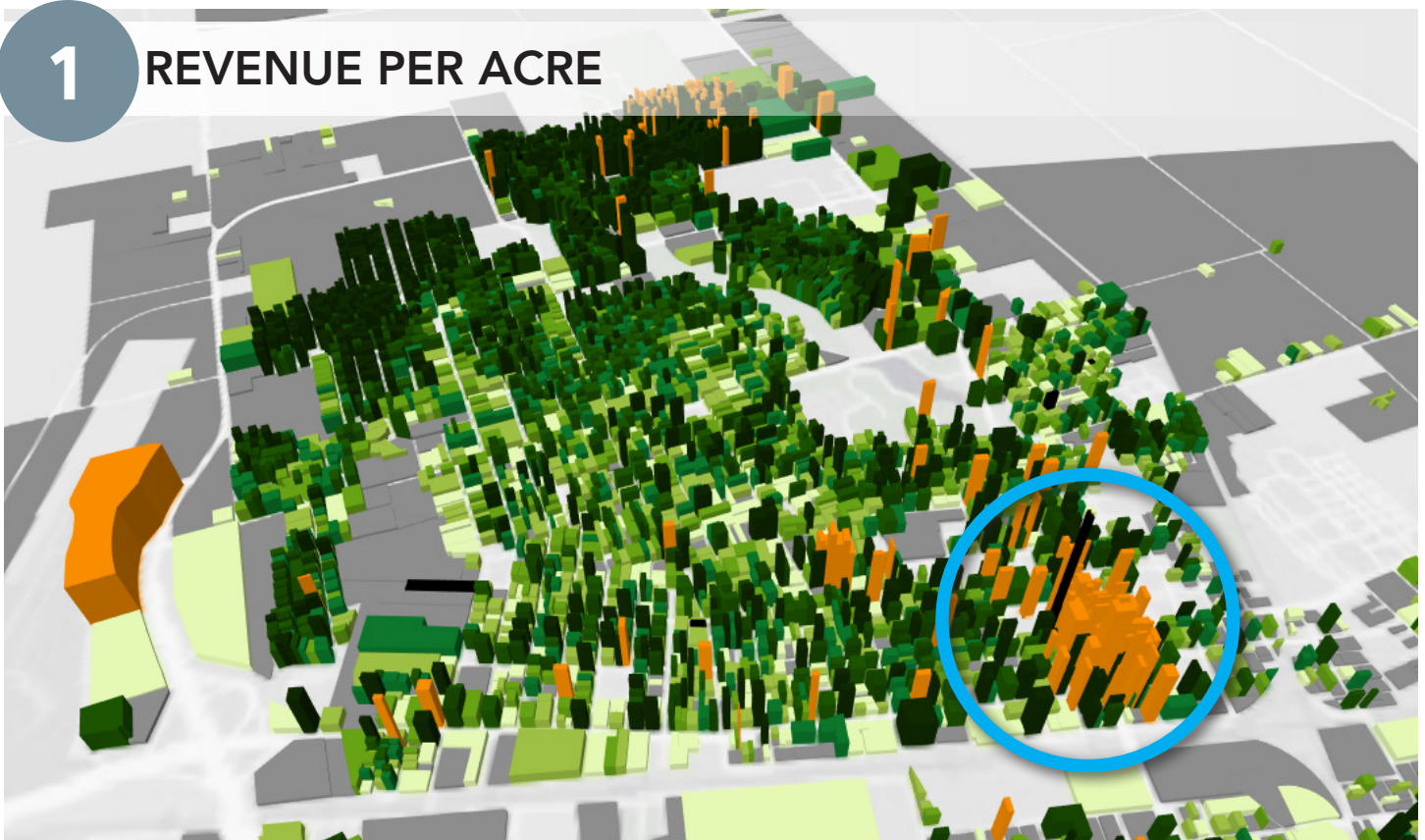


Figure 56: 3D Revenue Per Acre Map

2

NET REVENUE PER ACRE

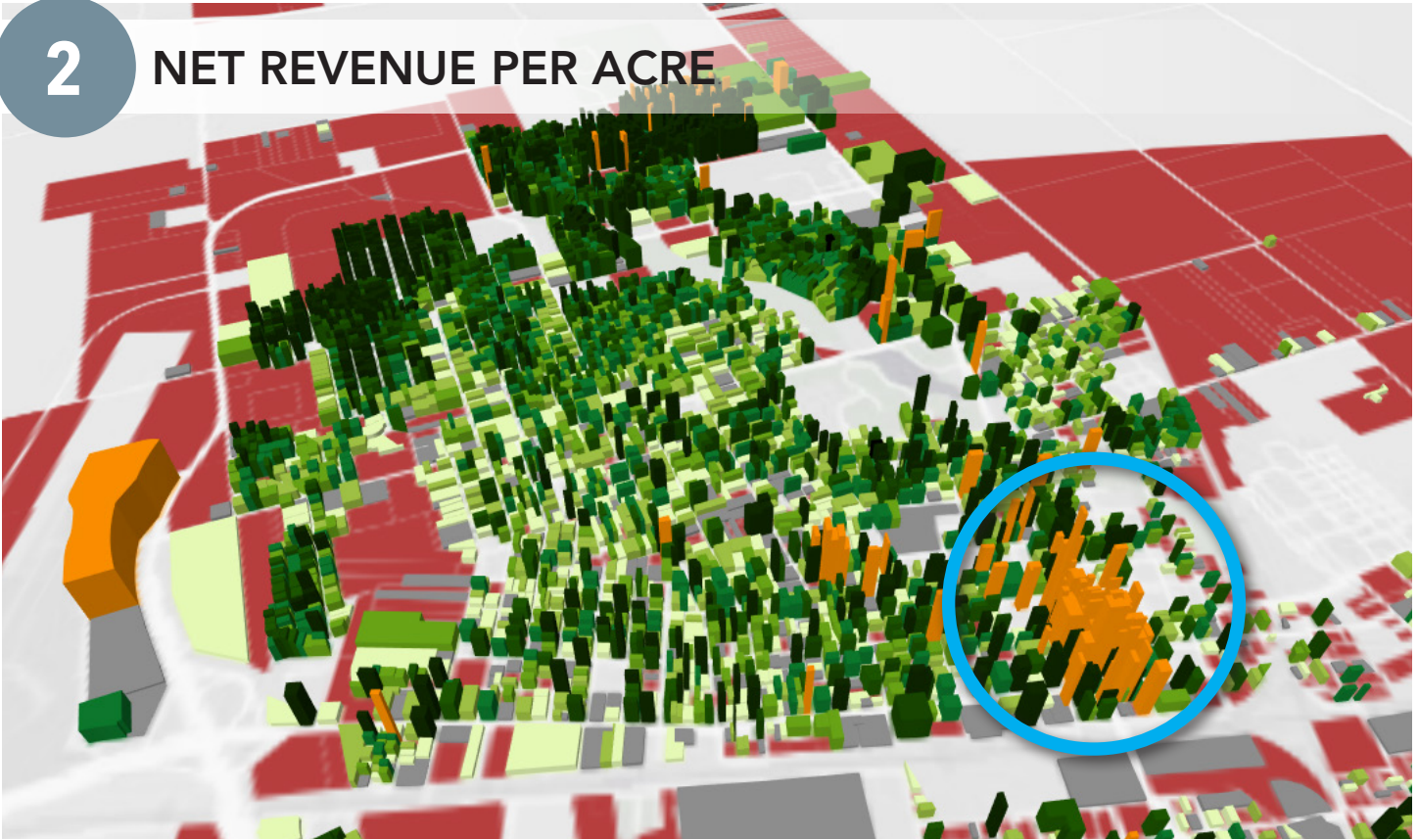


Figure 57: 3D Net Revenue Per Acre Map

3

NET REVENUE PER ACRE + INFRASTRUCTURE COSTS

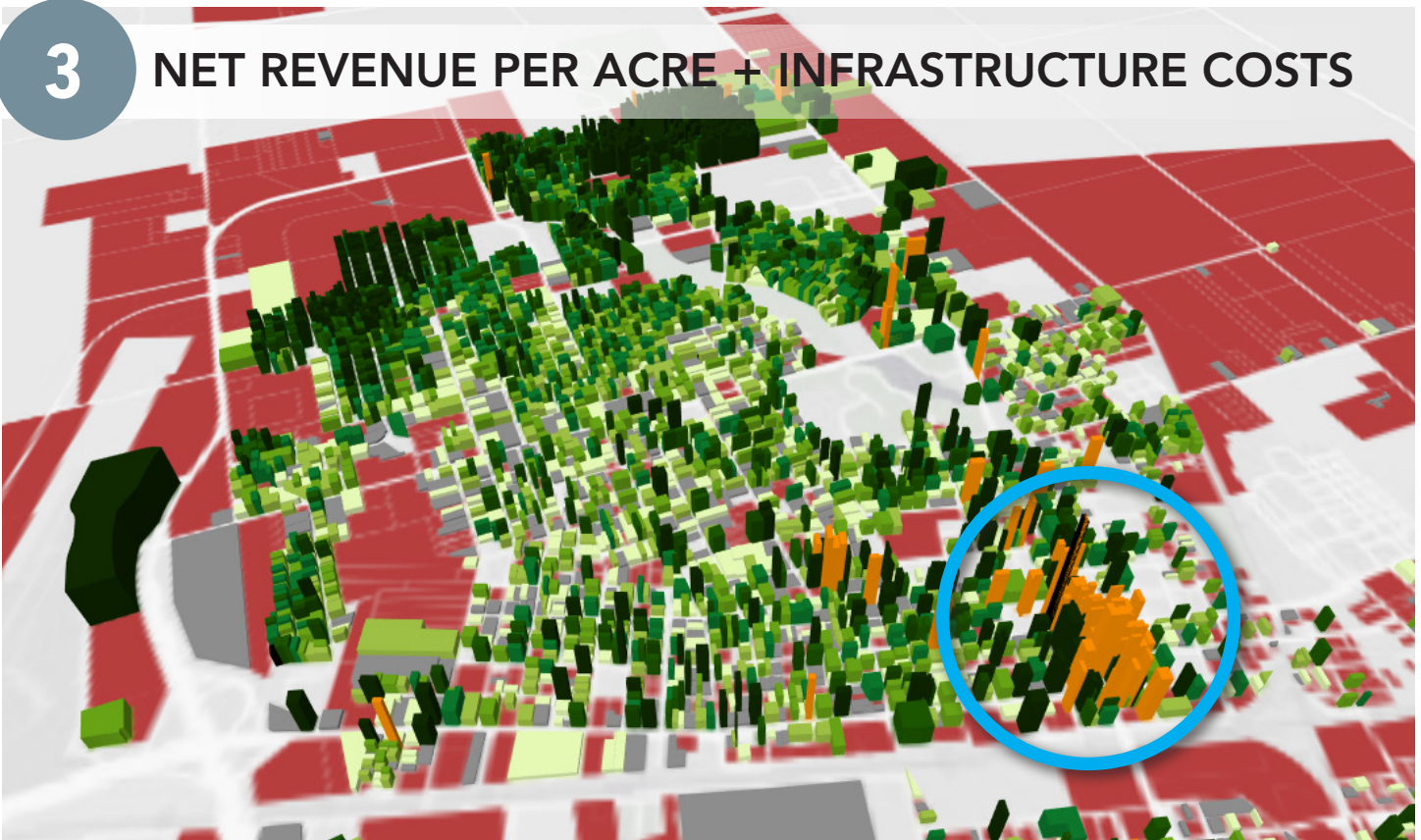


Figure 58: 3D Net Revenue + Infrastructure Per Acre Map

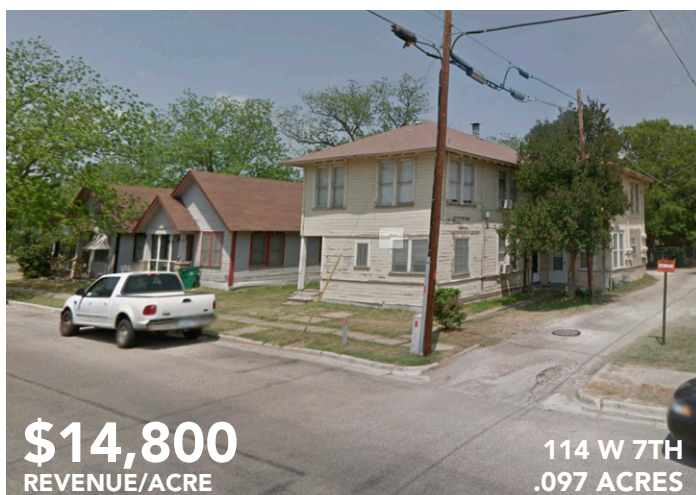
THE EFFECT OF LOT SIZE ON PRODUCTIVITY

SMALLER LOTS

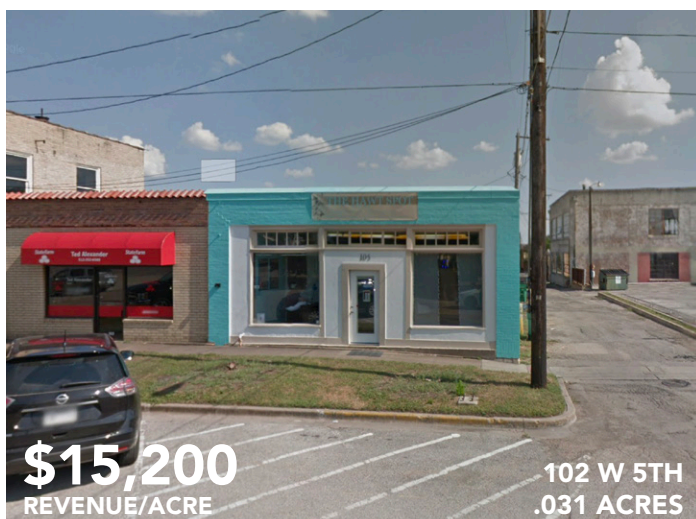
Single Family



Multi-Family



Commercial



Sources: Verdunity, Google Street View, 2018 WCAD Parcel Data

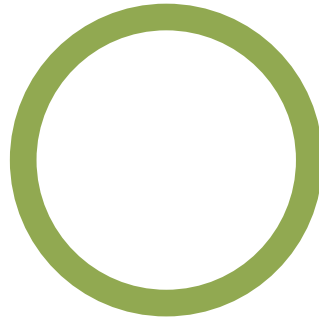
LARGER LOTS



TAKEAWAYS

City costs *are going to increase* - this will consist of primarily infrastructure maintenance and replacement. The current general fund per acre is only \$1,716 per acre. At current tax rate and revenue source ratios, it would require at least \$5,000 per acre to cover existing street infrastructure liabilities with property tax. This value will need to be significantly higher to cover all infrastructure and service needs when the city is closer to buildout. To cover these costs, the city needs to increase revenues. Raising tax rates and fees is not popular, so adjusting the development pattern to generate more revenue per acre and reduce costs per acre is a reasonable place to start.

Depending on the location and pattern of new development, the city will likely need to generate above \$4,000 per acre for its general fund from property to cover future costs. The lower of these values assumes development will be done in a more compact pattern with a large amount of infill and narrower streets, while the higher value assumes new development will follow a more spread out, suburban style pattern with wider streets.



\$540/acre
Where we are now

Current Property Tax/Acre



\$2500/acre
Break-even

Estimated target to cover current services plus existing street infrastructure liabilities with property tax revenue.



\$4000+/acre
Fiscally Sustainable

Potential future target to sustain and expand city services to larger population and service area.

HIGHEST VALUE PARCELS



Figure 59: Highest Value Parcels

Source: Verdunity

The majority of the highest performing parcels are small lots or buildings Downtown along Main Street. The parcels identified on this map show these highest performing properties and their location in the core of Taylor. The table in Figure 57 lists addresses and the net revenue per acre for these properties.

LABEL	ADDRESS	NET REVENUE PER ACRE (B+S)
A	423 Main Street	\$17,700
B	103 W Fifth Street	\$20,649
C	406 Talbot Street	\$19,888
D	120 W Fourth Street	\$31,021
E	314 N Main Street	\$15,914
F	303 N Main Street	\$15,907
G	202 N Main Street	\$17,704
H	201 N Main Street	\$22,156
I	109 N Main Street	\$21,980
J	311 Davis Street	\$16,209

Figure 60: Highest Value Parcels

Source: Verdunity

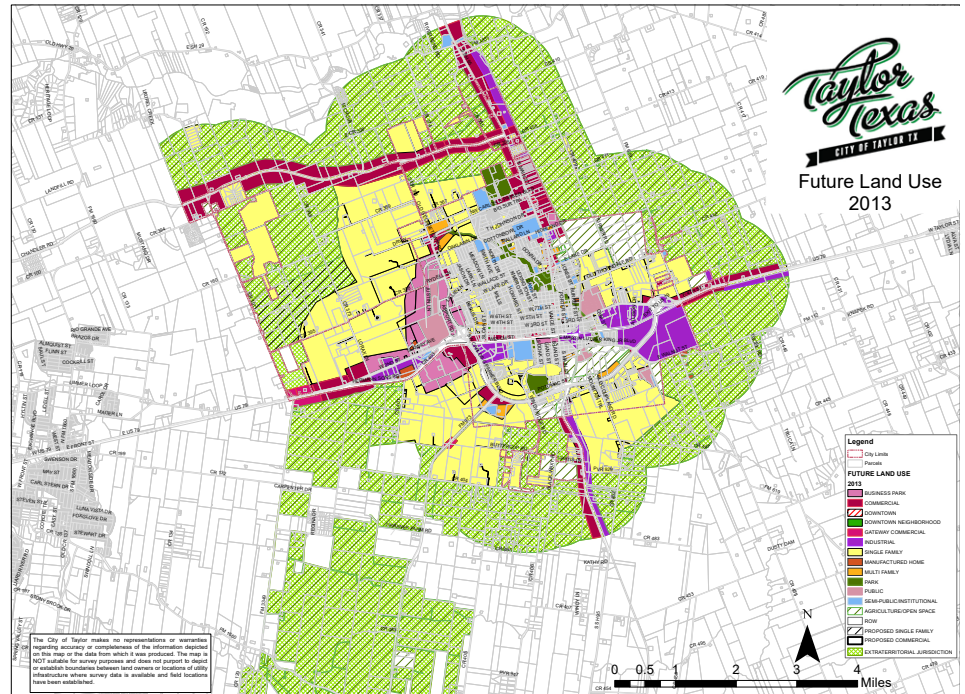
FUTURE LAND USE

PURPOSE

The city's existing land use patterns coalesce around the key corridors of SH 95 (Main Street) and West 2nd Street. These corridors accommodate the bulk of the commercial and multifamily land uses. Industrial uses exist adjacent to railroads, with parks largely following the creek system. Single family and agricultural land uses fill in the remainder of the city limits.

A Future Land Use Map is a policy tool that is used to guide future growth in the City of Taylor. The map forms the basis for future regulatory decisions like new and updated development standards or future zoning changes. The Future Land Use Map should be aligned with the guiding principles of being financially resilient and fiscally sustainable and the Big Ideas of this Comprehensive Plan.

The past Future Land Use Map was designed around locating and describing different land uses. The proposed Future Land Use Map focuses more on maximizing development within the core of the City using existing infrastructure and developing in a more compact fiscally sustainable pattern.



Source: City of Taylor, Williamson County

Figure 61: Future Land Use originally adopted in 2004 as updated in 2013

ELEMENTS OF A FUTURE LAND USE MAP

The Future Land Use Map is made up of the major elements below:

Centers - Compact mixed-use areas where development and redevelopment is focused. These areas are intended to change in order to accommodate the majority of projected growth and align with the guiding principles and big ideas of the plan.

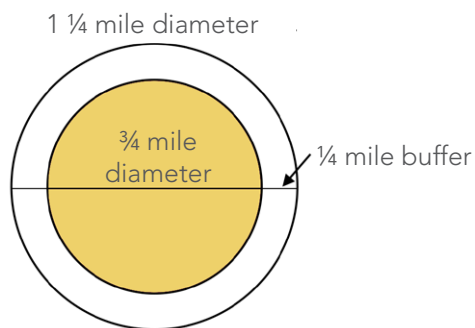
Infill - Existing developed areas that are intended for infill on vacant and underutilized lots that generally matches the character of the existing development while accommodating incremental increases in population density.

Areas of Minimal Change - Areas of minimal change are characterized as areas lacking in street and utility infrastructure. These areas are not intended to accommodate future growth and redevelopment and should generally remain unchanged during the time frame of the Envision Taylor Comprehensive Plan.

SCALES OF THE CENTERS

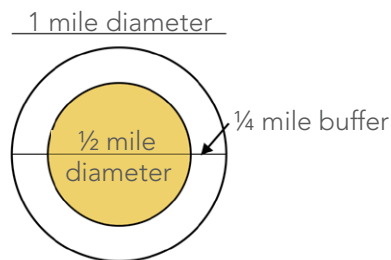
Centers at all scales are intended as compact, walkable places designed at a human scale instead of an auto-oriented scale. Centers come in different sizes intended to serve individual neighborhoods, several neighborhoods, or the region as described below. All centers should include a mixture of uses that includes a variety of higher density housing types.

REGIONAL CENTER



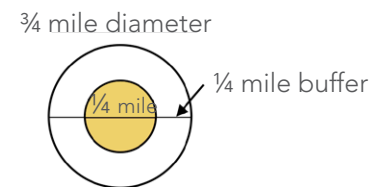
Regional centers are the largest center type and attract users from across the city and adjacent communities. Regional centers often include destination retail and attractions along side higher density mixed use developments.

COMMUNITY CENTER

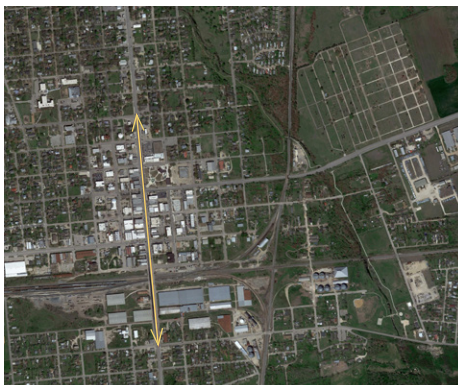


Community centers are larger than neighborhood centers but often serve several neighborhoods within the city. Community centers often include discount department stores, home improvement stores, sporting goods, apparel, booksellers, restaurants, and supermarkets.

NEIGHBORHOOD CENTER



Neighborhood centers offer a full depth of goods and services to residents within the local neighborhood. These centers typically have 10 to 15 smaller retailers such as a bank, cafe, dry cleaner, or florist.



3/4 mile diameter



1/2 mile diameter



1/4 mile diameter

Figure 62: Scales of the centers

FUTURE LAND USE MAP (FLUM)

DEVELOPING THE FUTURE LAND USE MAP

The process of developing the future land use map included an analysis of two different development scenarios.

TREND SCENARIO

The Trend Scenario accommodates the projected population out to 2040 in a similar way to the current development patterns. Current development patterns were analyzed for both the location and type of the development. In the Trend Scenario most of the new commercial development occurs along major corridors as single use large format buildings. Residential primarily takes the form of new greenfield development of single family homes.

Comparing the two scenarios:

The Trend Scenario requires the development of approximately **22%** more land than the Fiscal Scenario.

The Fiscal Scenario includes approximately **46%** more missing middle housing types.

The Trend Scenario requires **22%** more lane miles of new streets.

FISCAL SCENARIO

The Fiscal Scenario accommodates the projected population out to 2040 in a way that provides the highest fiscal benefits. This scenario focuses on filling in all vacant land with development and building types that provide the highest degree of fiscal benefits. This scenario limits new growth outside the existing infrastructure footprint and focuses growth into compact and mixed use centers.



The Fiscal Scenario
was preferred
by 83.7% of
respondents to
best advance the
community's
big ideas.

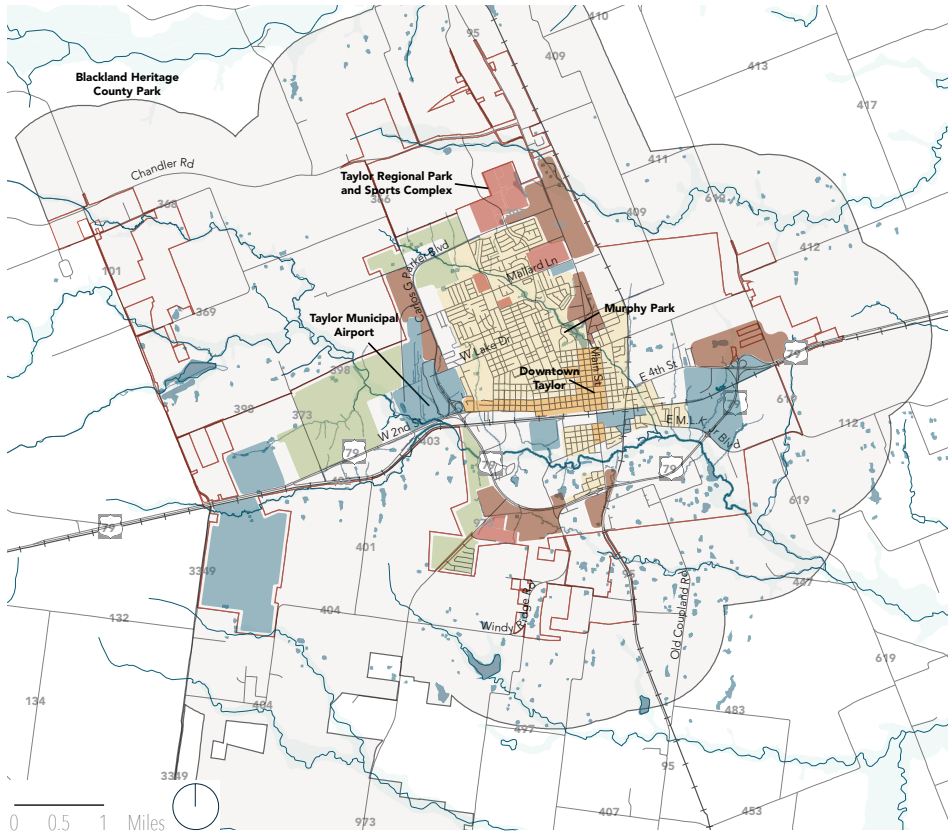


Figure 63: Trend Scenario

Source: City of Taylor

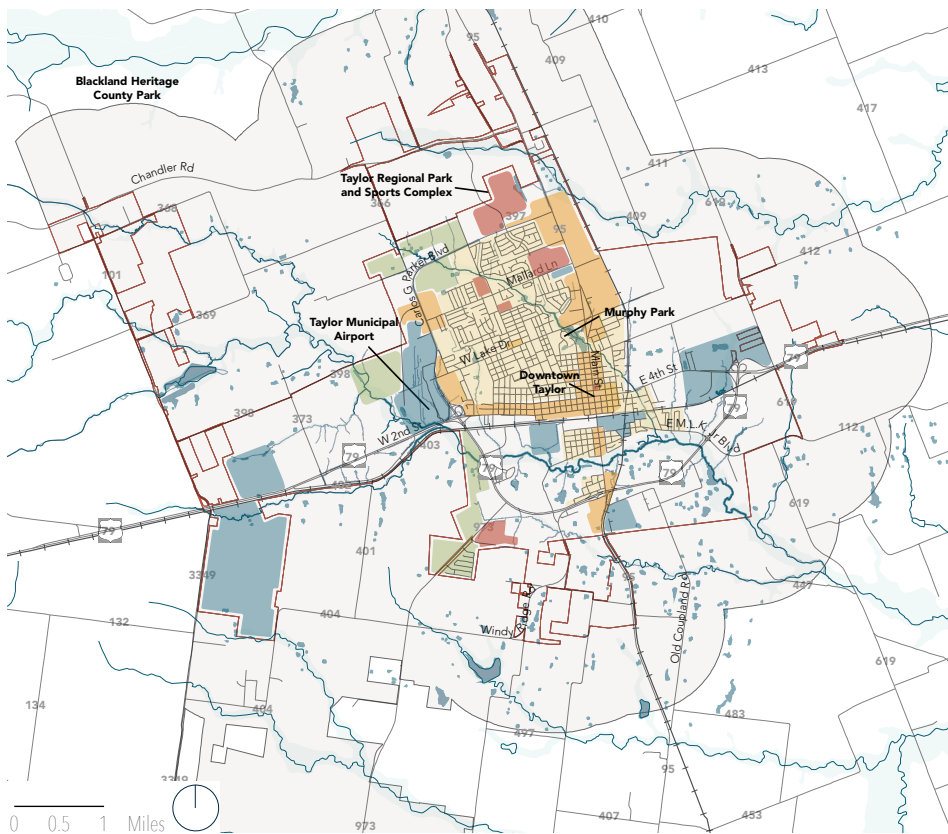


Figure 64: Fiscal Scenario

Source: City of Taylor

Note: The analysis is based on the ETJ boundary and City limits as per 2021

FUTURE LAND USE MAP (FLUM)

The type and location of development has a significant impact on the cost of providing and maintaining high quality public service and infrastructure, such as streets, utilities, public safety services, and parks. While these services are provided by the City, they are paid for by residents and businesses, who must accept either lower quality services or higher costs resulting from inefficient development patterns. Using fiscal sustainability as a guiding principle means that land use and infrastructure decisions ensure that there will be enough money to pay for basic services and infrastructure maintenance now and in the future.

Resilient communities do not wait until challenges present themselves to react but instead work to build a strong foundation based in sustainable decision making. Using resilience as a guiding principle requires making infrastructure, natural systems, and social structures more durable so that they can withstand and recover from acute shocks and chronic stresses.

On the following pages are descriptions of each of the land use categories except for the area of minimal change. These areas are within the restricted growth sector and are intended to retain their existing land uses and development intensity for the time frame of this plan.

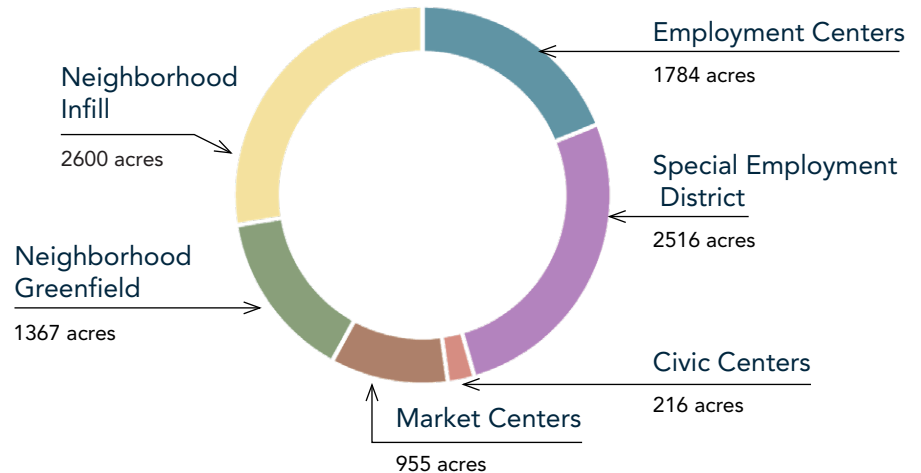


Figure 65: Future Land Use by Acreage

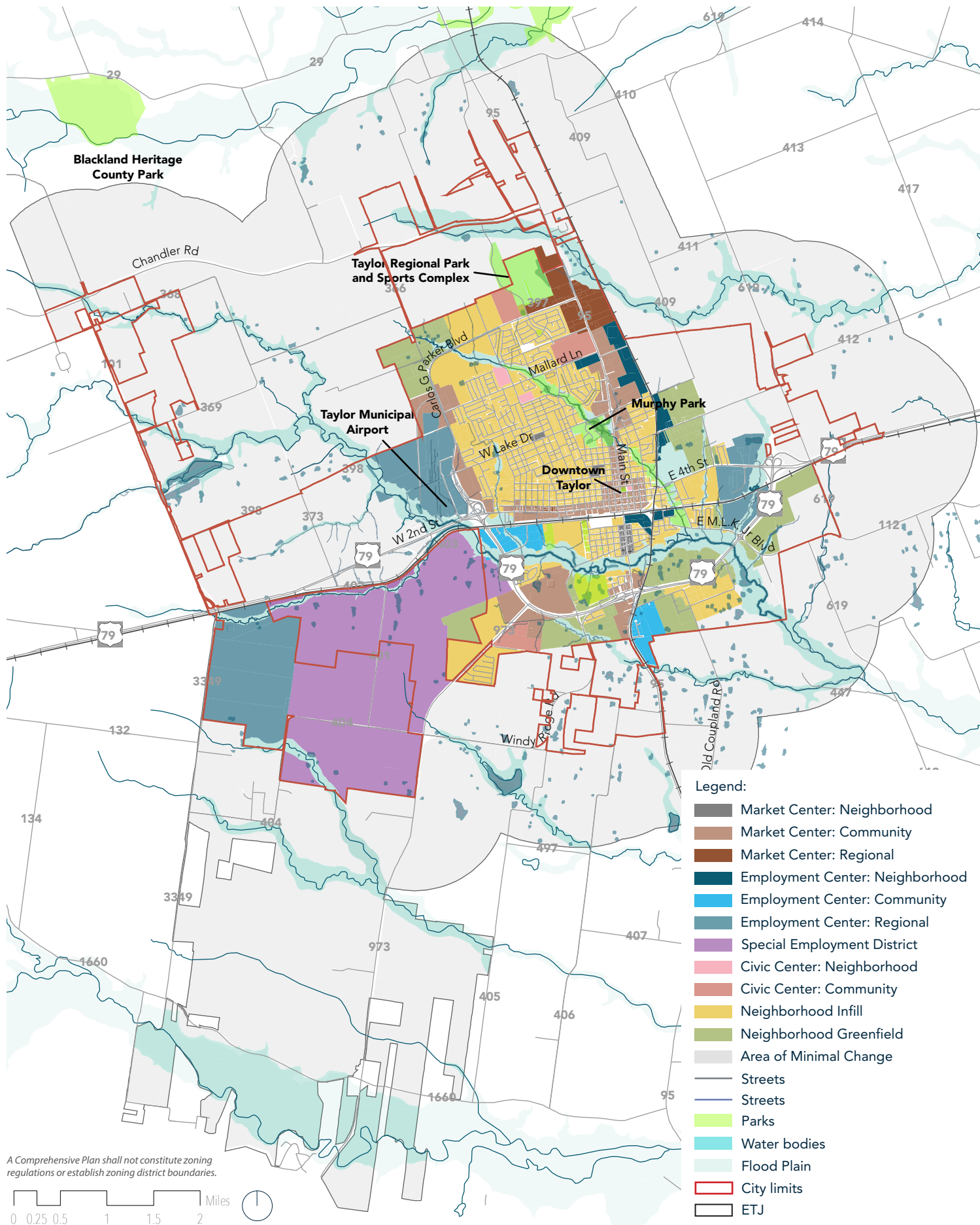
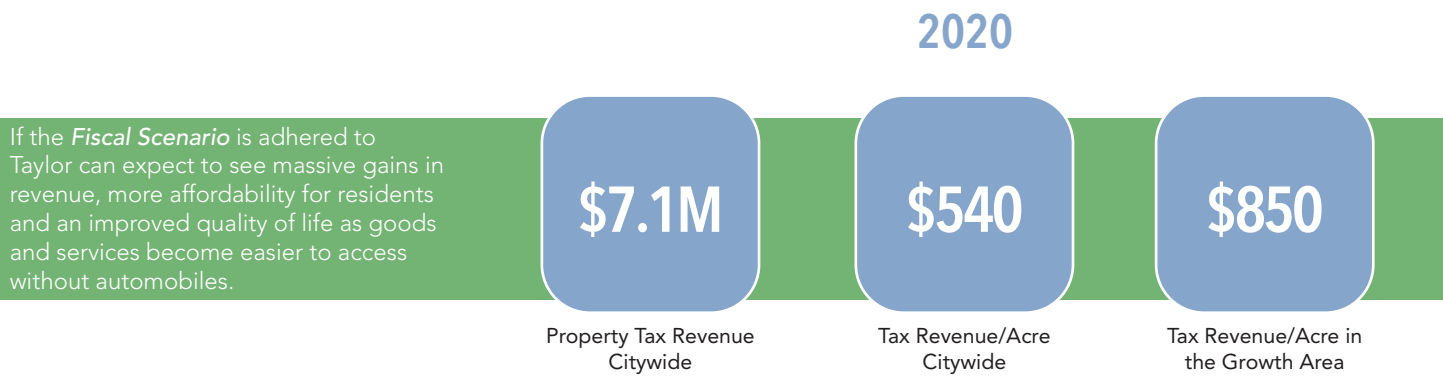


Figure 66: Future Land Use

Source: City of Taylor, Williamson County

FISCAL IMPACT OF THE FUTURE LAND USE PLAN



FORECAST MAP

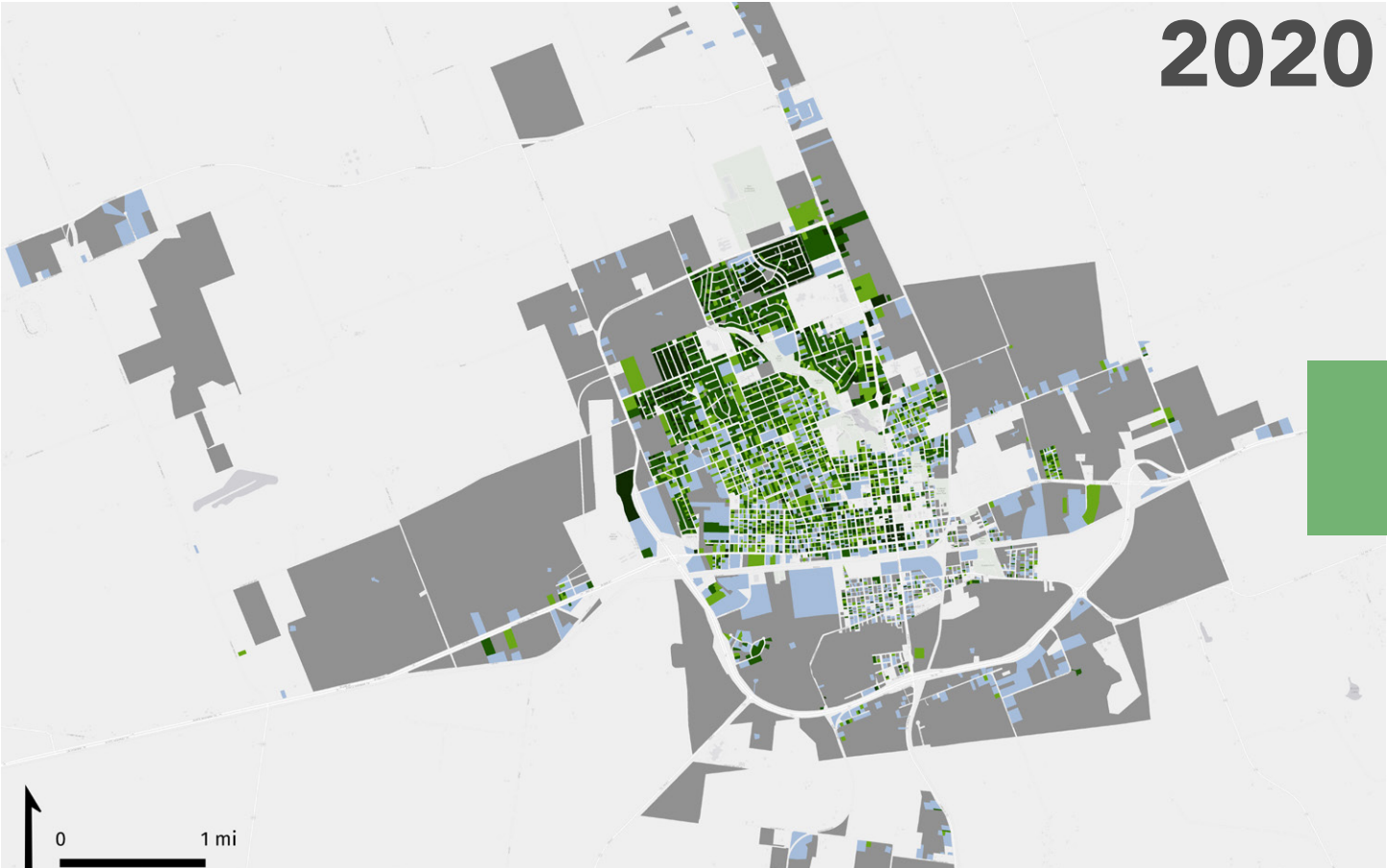
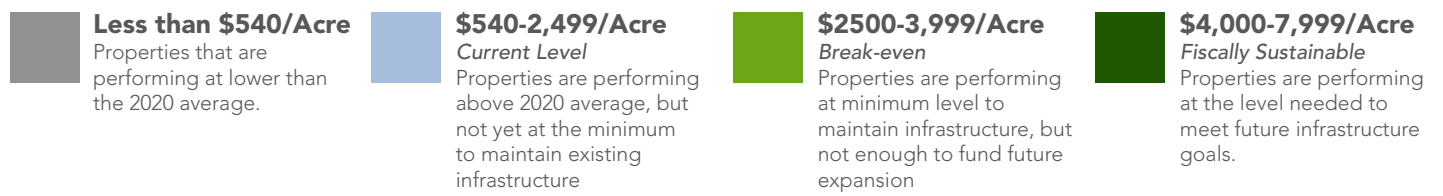


Figure 67: Current Value Per Acre Source: Verdunity

Note: The analysis is based on the ETJ boundary and City limits as per 2021

2040

\$43.8M

↑ 6.1X

Projected Property Tax
Revenue Citywide

\$3,329

↑ 6.1X

Projected Tax Revenue/Acre
Citywide

\$5,282

↑ 6.2X

Projected Tax Revenue/Acre
in the Growth Area

\$8,000+/Acre

Properties are performing
at double or better the
Fiscally Sustainable level.

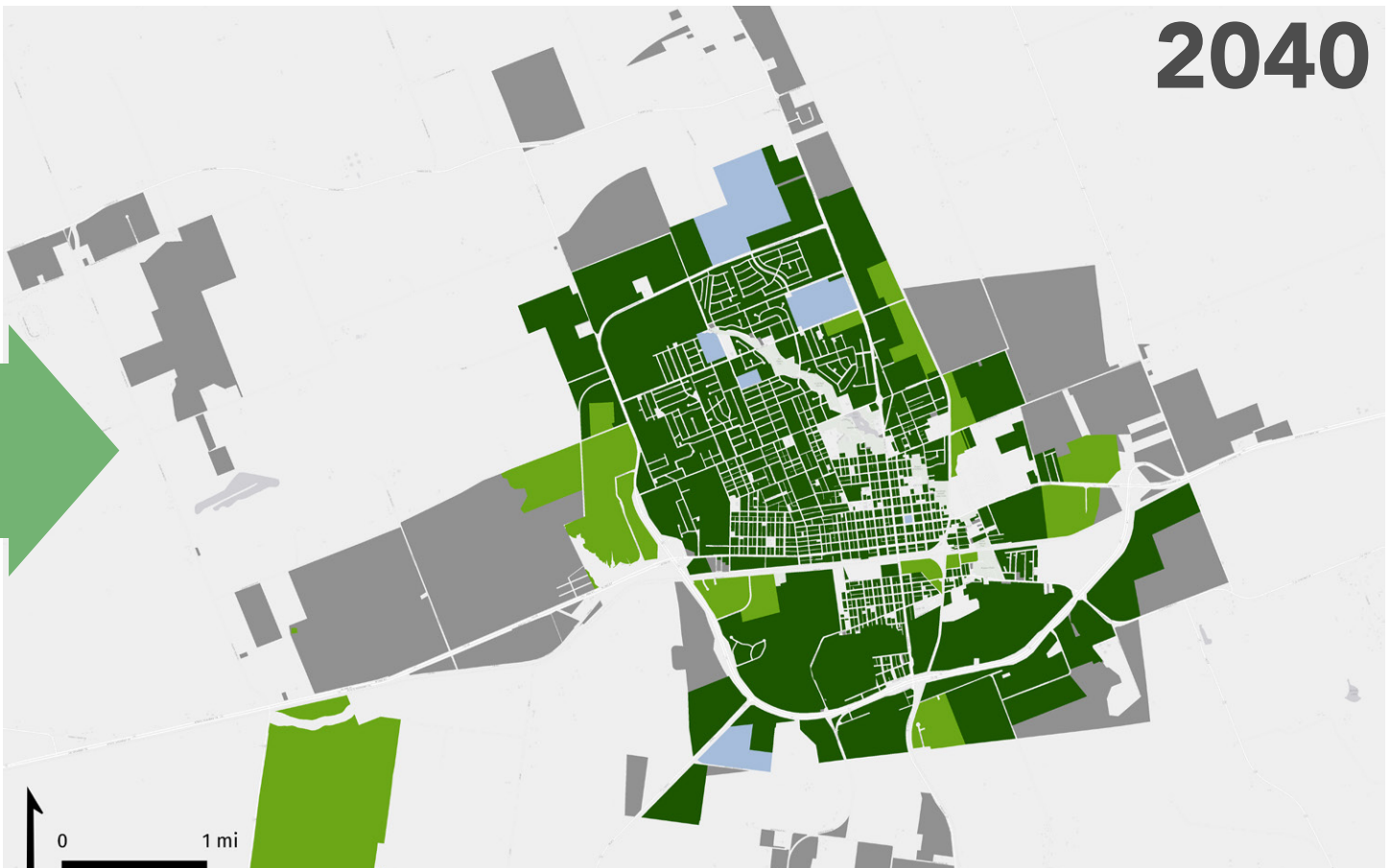


Figure 68: Projected Value Per Acre

Source: Verdunity

MARKET CENTERS

Market Centers are mixed-use areas anchored by a retail destination where surrounding residents go to get daily goods and services. As with all centers, Market Centers are envisioned as mixed use and walkable places. Neighborhood, community, and regional Market Centers differ by the scale of the development but not in the types of uses or the walkable nature.

Market Centers can be developed as new centers or as a redevelopment of an existing suburban big box retail center. The series of images included below shows how a retail center can redevelop over time to become a mixed use and walkable place.

Total area: **948 acres**

Land Use and Building Types:
Multifamily: **25%**, Retail: **52.5%**,
Office: **5%**, Mixed use: **2.5%**, Public:
2.5%, and Industrial: **12.5%**

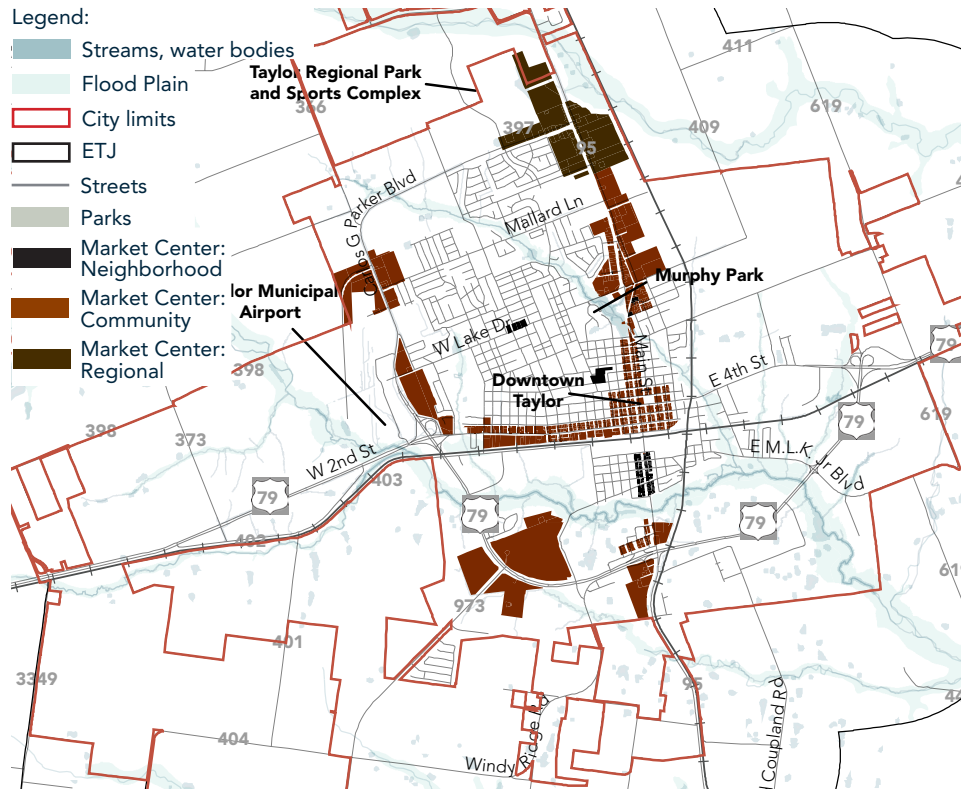


Figure 69: Market Centers

Source: City of Taylor



Local restaurants thrive in neighborhood centers.

Source: Phys.org



Small businesses line the streets in Downtown Taylor.

Source: City of Taylor



Small businesses provide a variety of products and services.

Source: Explore Texas



Howard is a local and popular movie theatre in Taylor.

Source: City of Taylor



Larger mixed-use developments typically draw a larger customer base.

Source: Opticos design2



New mixed-use developments are being built in many communities.

Source: David Veselenak

MARKET CENTER TRANSFORMATION

BELMAR, COLORADO

Belmar is a destination in Lakewood, Colorado that opened in 2004 as a redevelopment of the Villa Italia Mall. This case study highlights the potential of market centers in towns.



The businesses employ more than 3,000 workers.

Source: Continuumpartners.com

Villa Italia had once been an economic and cultural center for Lakewood, but by 1999 it had deteriorated and was having a negative impact on the surrounding community.

The goal also was to prevent further neighborhood deterioration and provide a source of employment.



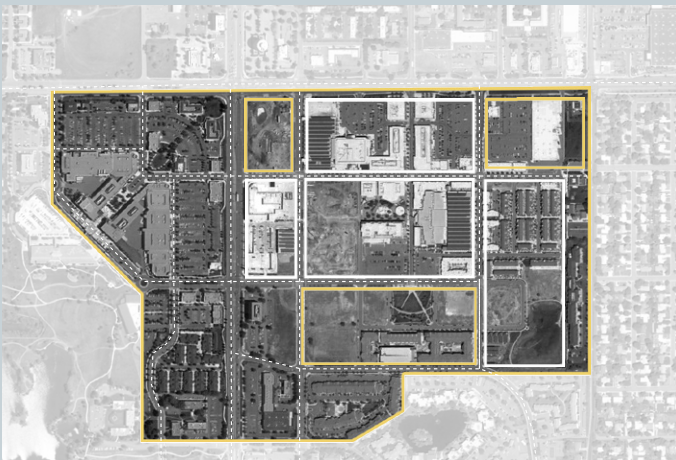
1993: Lakeview Commons plot is not yet developed and there is a big box retail at Belmar.



2002: Breaking of the existing big box retail at Belmar and construction of Lakeview Commons.

Belmar has 80 shops and restaurants, with several live + work arrangements.

Since opening, Belmar property values have increased 700 percent from 2004 to 2012. In the Alameda corridor, property values increased 36 percent from 2001 to 2013.



2006: On going construction of Belmar Shopping mall.



2015: Belmar Shopping Complex and Lakeview commons as seen today.

CIVIC CENTERS

Civic Centers are mixed-use areas centered around a civic destination such as a school, library, recreation center or park.

Neighborhood and community Civic Centers differ in terms of the size and scale of the development and the region that is served but not in the types of uses or the walkable nature.

Total area: 349 acres

Land Use and Building Types: Retail: **10%**, Office: **10%**, Mixed use: **10%**, and Public: **70%**

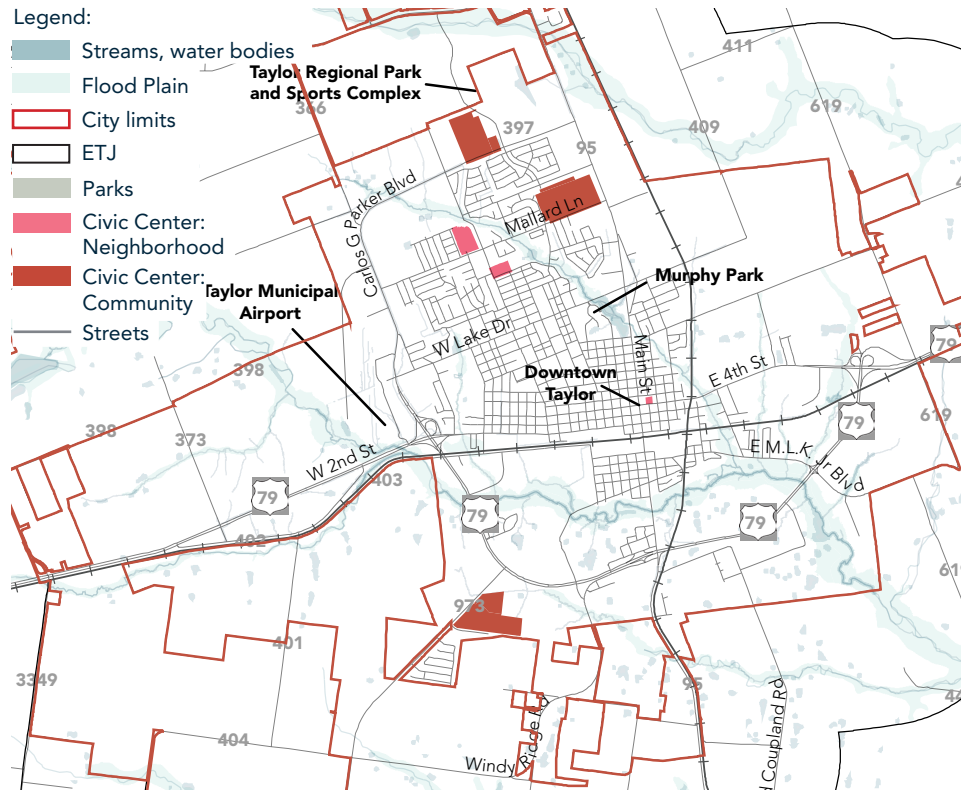


Figure 70: Civic Centers

Source: City of Taylor



Neighborhood parks provide recreational opportunities for families.

Source: City of Taylor



Murphy Park is one of the most visited parks in Taylor.

Source: City of Taylor



Bull Branch Park hosts several outdoor activities for the residents.

Source: Phys.org



An example of a school in Taylor.

Source: Phys.org



Moody Museum is an integral part of Downtown Taylor.

Source: City of Taylor



Taylor has two fire stations within the city limits.

Source: City of Taylor

EMPLOYMENT CENTERS

Employment Centers are mixed-use areas centered around office or industrial uses that can support significant employment. The office and industrial uses help support local retail and restaurants.

Neighborhood, community, and regional Employment Centers differ by the scale of the development and the employment area they draw from but not in the types of uses or the walkable nature.

Total area: 1,784 acres

Land Use and Building Types: Retail: **22.5%**, Office: **10%**, Mixed use: **2.5%**, Public: **5%**, and Industrial: **60%**

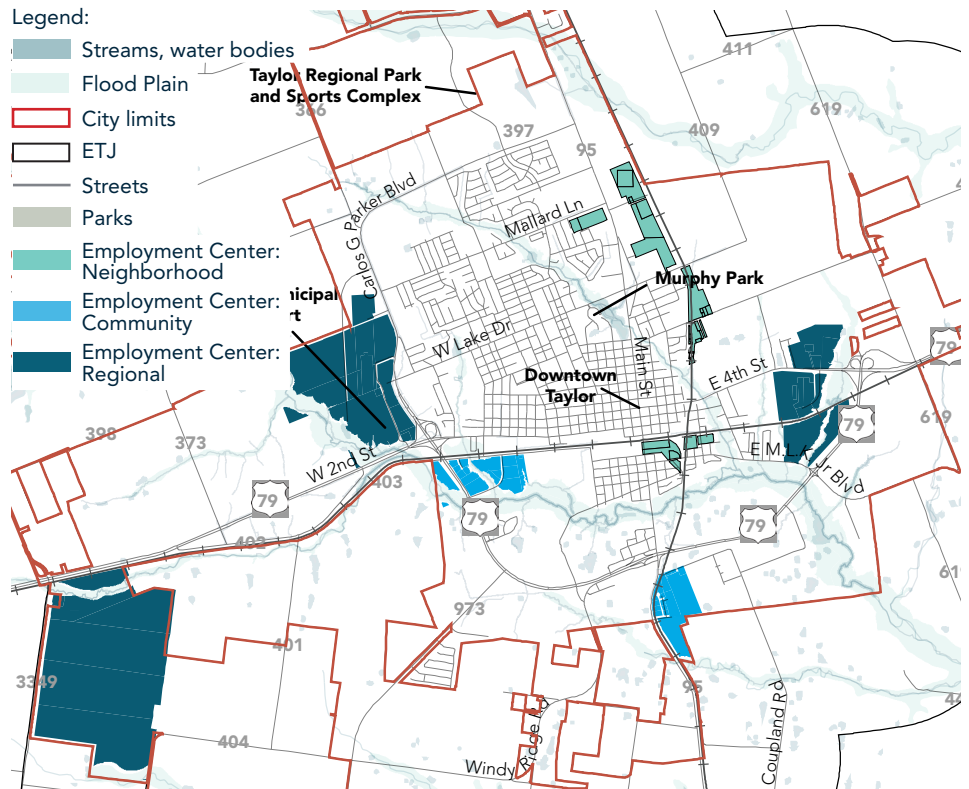


Figure 71: Employment Centers

Source: City of Taylor



Industrial uses like this metal fabricator provide needed services to the community.
Source: City of Taylor



Transportation projects are often coordinated with warehouse development.
Source: Prologis.com



Neighborhood scale employment centers provide jobs within walking distance.



Warehouses like this are typically located in regional centers.
Source: Loop.net



Dell, Round Rock is an example of a regional center.
Source: Community Impact



Employment Centers are typically accessible to transportation routes.

NEIGHBORHOOD INFILL

Infill Neighborhoods represent existing developed areas in Taylor that have access to existing streets and utility infrastructure. Infill development is anticipated to fill in vacant and underutilized lots within the City of Taylor. These areas are anticipated to accommodate a slight increase in density with the inclusion of accessory dwelling units and missing middle housing such as smaller lots, townhomes, and additional corner units. In addition to housing infill neighborhoods accommodate smaller neighborhood oriented retail and services.

Total area: 2,600 acres

Land Use and Building Types: Single family residential (DUA 5): **30%**, 2-4 Units (DUA 10): **60%**, 5+ Units (DUA 12): **10%**

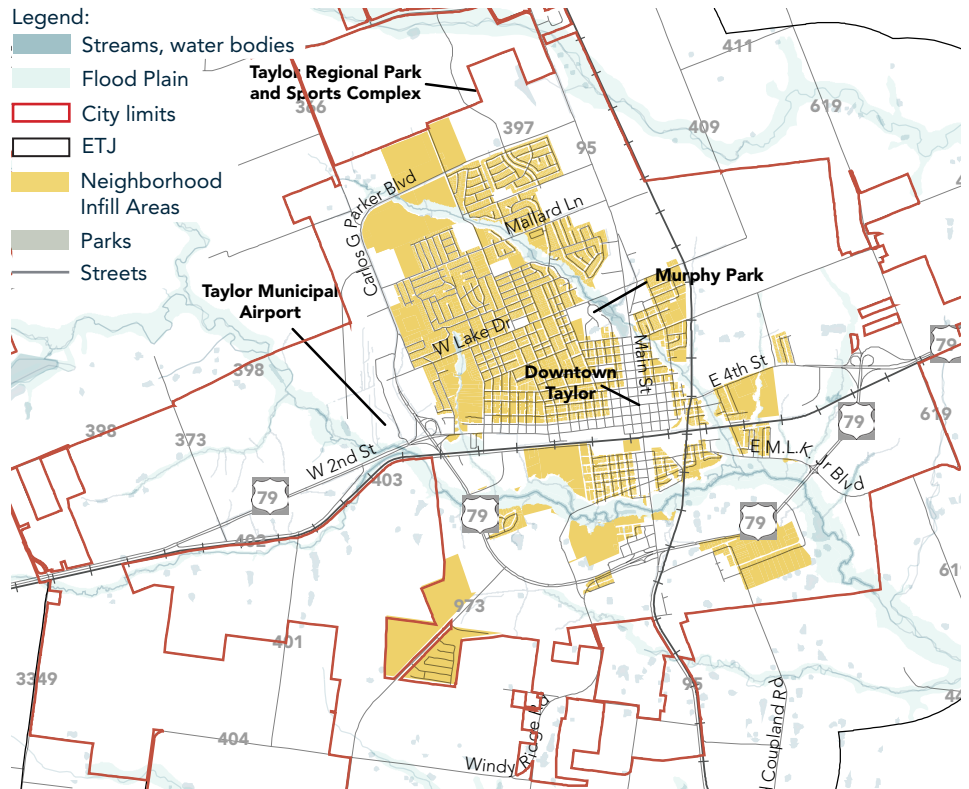


Figure 72: Neighborhood Infill

Source: City of Taylor



Accessory dwelling unit are often tucked into backyards.



House scale structures can include 5 - 6 units.



Detached small lot units can provide the efficiency of development.



Attached units or townhouses can be tucked into neighborhoods.



Detached small lot units provide more housing while preserving neighborhood character.

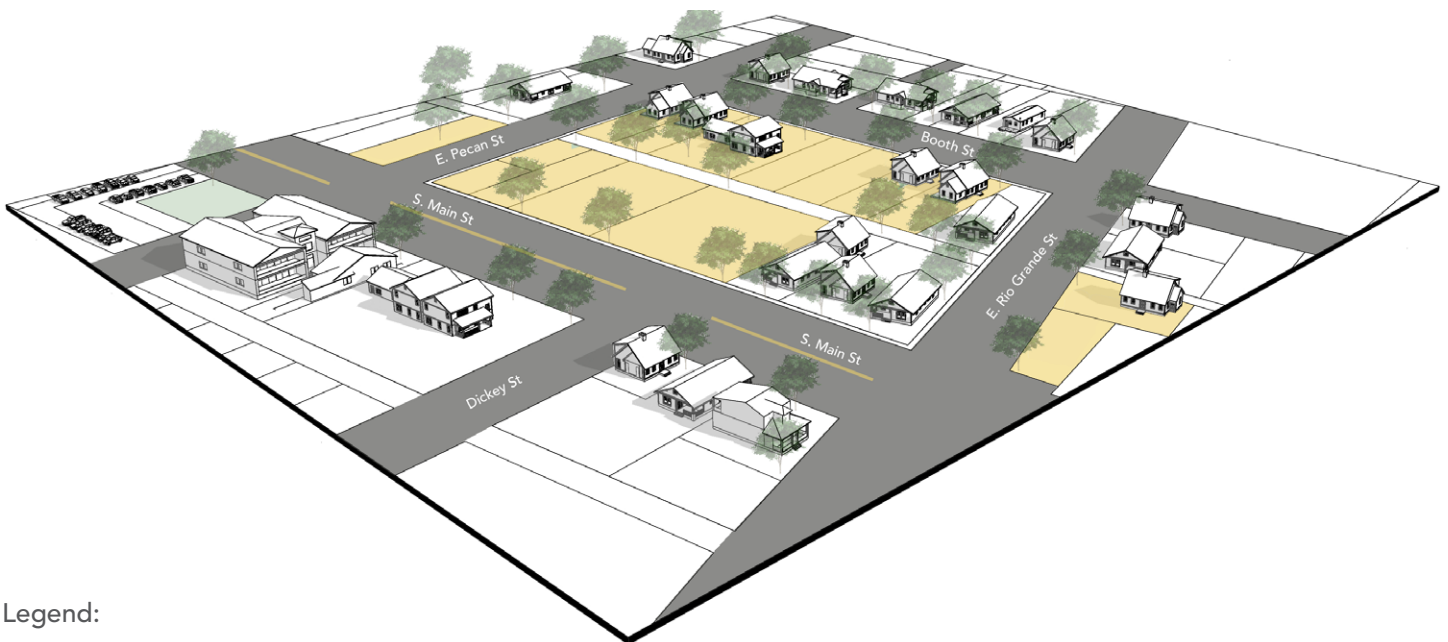


Courtyard cottages are becoming a more common housing typology.

Source: cottage court

EXISTING SCENARIO

Existing Revenue: \$8464
Existing Rev/Ac: \$1442



Legend:

Vacant and Underdeveloped plots

Total area: 5.72 acres

Vacant and Underdeveloped area:
1.26 acres

Existing residential units: 29

Figure 73: Existing conditions at E. Pecan Street and Booth Street, Taylor

PROJECTED SCENARIO

2019*

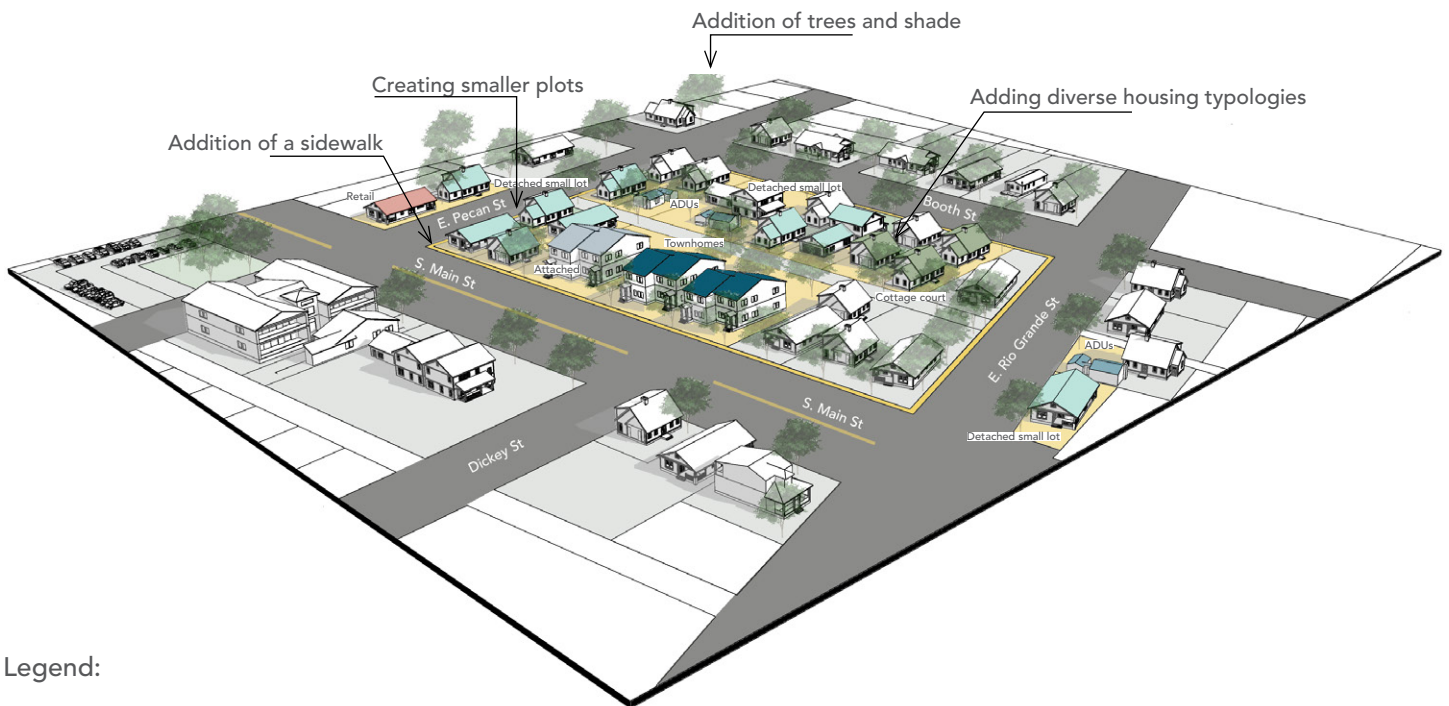
Revenue: \$31,293
Rev/Ac: \$5334

* Assuming this area was fully built out with the proposed mix in 2019

2040**

Revenue: \$44,238
Rev/Ac: \$7539

** Assuming this area was fully built out with the proposed mix and property values gradually increased by 2040



Legend:

- Redeveloped plots
- Existing developed plots
- Detached Small Lot (Less than 5,000 SF)
- Cottage Court
- Attached
- Accessory Dwelling Units
- Townhomes
- Retail

Total area: 5.72 acres
Vacant and Underutilized area: 0 acres

New Units: 22

- 9 Detached Small Lot (Less than 5,000 SF)
- 3 Cottage Court
- 2 Attached
- 3 Accessory Dwelling Units
- 4 Townhomes
- 1 Retail

Total Units: 58

Figure 74: Example of a Projected Infill Development at E. Pecan Street and Booth Street, Taylor

NEIGHBORHOOD GREENFIELD

Greenfield Neighborhoods are new communities that contain a wide mix of residential uses and neighborhood services. Greenfield development should be developed as an extension of the existing urban fabric in Taylor.

Total area: 1,367 acres

Land Use and Building Types: The greenfield neighborhoods should include a mix of residential building types and neighborhoods serving retail and services.

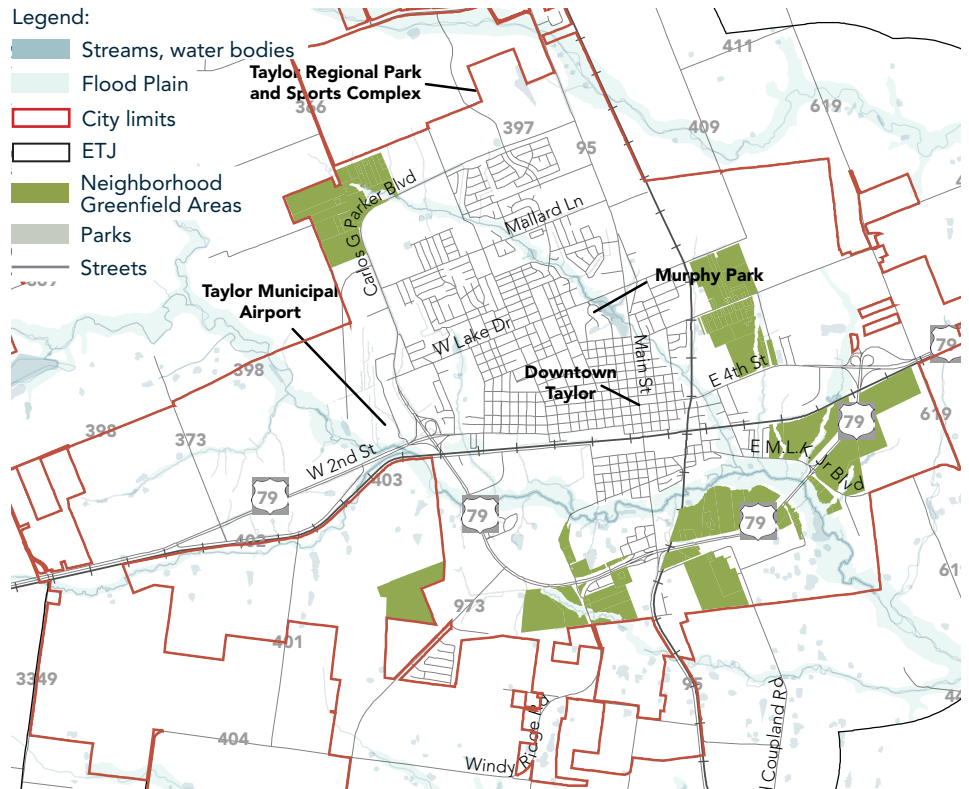


Figure 75: Neighborhood Greenfield

Source: City of Taylor



Shared Open Space can be included as part of a cottage court.

Source: The Balance



Duplex development is becoming more common again.

Source: City of Taylor



Greenfield developments can include mixed use buildings.

Source: Vision properties



A row of townhomes with 3 - 5 units encourage gentle density.

Source: Builders and co



House scale apartment buildings fit into a neighborhood.

Source: NAHB



Newer apartment developments are being built with less convention styles.

Source: Glenmont Metro

TRADITIONAL NEW DEVELOPMENT

HOMETOWN, NORTH RICHLAND HILLS, TX



The development is centered around a natural recreation space.

Source: Arcadia Realty



The HomeTown Master Plan highlights the various components of the development.



The first phase included construction of residential areas which generally matched the surrounding character.

HomeTown is Traditional Neighborhood Development (TND) designed in collaboration with Andres Duany. Upon completion, the community will include 850 single family homes, 1,200 multi-family units, 100,000 square feet of retail and flex space, a city library, a performing arts center, a recreation center, a elementary school, and a hockey and ice skating arena. The project is partly financed with funds from a Tax Increment Finance District (TIF), which was set-up in cooperation with the city, the county and Arcadia.



The project extended the existing street network wherever possible.



The project as seen today, includes a walkable, connected mix of residential and non-residential uses.

SPECIAL EMPLOYMENT DISTRICT

Samsung Electronics announced its new semiconductor manufacturing facility in Taylor on November 23, 2021, just five days after the official adoption of the Envision Taylor Comprehensive Plan. As a result, the City initiated an update to the Comprehensive Plan to accommodate the new facility and any overall impacts to population projections, transportation and utility infrastructure, and land use and growth planning.

In order to better understand the impacts of the new facility, a series of public outreach events and stakeholder meetings were held including:

- Comprehensive Plan Advisory Committee meeting on 02.07.2022
- Four focus group meetings (business, infrastructure, transportation and Samsung) on 02.14.2022
- Public Meeting on 02.15.2022
- Meeting with CAMPO demographer on 02.09.2022
- Meeting with CARTS on 02.25.2022

KEY TAKE-AWAYS FROM STAKEHOLDER AND PUBLIC MEETINGS

When discussing how best to accommodate new jobs and employment opportunities in the southwest quadrant of the City of Taylor the following strategies and key take-aways were derived.

- Samsung is one of several new larger employers locating east of Austin that will create a demand for workforce housing and training in Taylor and surrounding areas.
- It would be advantageous to coordinate with Samsung and other employers to encourage workers to live in the City of Taylor. This can take the form of employer backed programs and incentives as well as encouraging new housing and services located within Taylor and near the Samsung facility that are attractive to this new workforce. At the Samsung Austin location, mixed use centers with high density housing, retail and services located near Samsung are sought after by younger workers and engineers.

- The development of the Samsung property can be utilized as an anchor to bring more high tech jobs into the area and specifically around the proposed Samsung facility. However, more work needs to be done to provide utility and transportation infrastructure in order to attract new related businesses. Employers are primarily looking for shovel-ready land for development.
- Encourage employees to use alternative commute methods by supporting employer based ride share programs and consider routes to bring people from the facility to restaurants, entertainment, and other services in Downtown Taylor.
- Plan for connected walking trails and pedestrian connectivity around the Samsung site to serve workers and residents in the area.
- Discourage low density residential land uses within the vicinity of the Samsung facility. These types of uses are not compatible with industrial uses and do not represent the best use of the land.
- Reserve land around the rail line as an opportunity for manufacturers to transport materials and supplies. Rails are a benefit for industrial uses, but are not as beneficial for residential areas.
- Consider how the adjacent high school can be supported by the employment area.
- Encourage participation by new businesses and their employees in the local civil life of the City of Taylor.



SUMMARY OF COMPREHENSIVE PLAN UPDATES

Based on this feedback, the following updates were made to accommodate the new Samsung Facility within the Taylor City Limits.

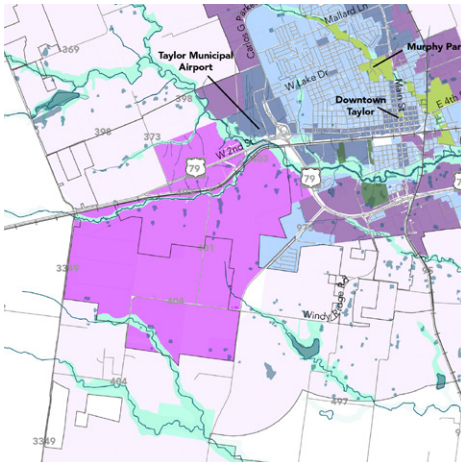


Figure 76: Growth Sectors

1. Growth Sectors Map

The Growth Sectors map was updated to add more of the Controlled Growth Sector (G2) in the area north and east of Samsung. The Controlled Growth Sector (G2) consists of areas that can support limited development based on proximity to an existing or planned thoroughfare or utility infrastructure. The area north and east of the Samsung facility will have limited infrastructure installed as a result of the Samsung plant. This area is anticipated to support more employment related growth in the future but does not have enough utility or infrastructure capacity to grow at this time. Growth in this area should be allowed but controlled until such time that utilities are available.

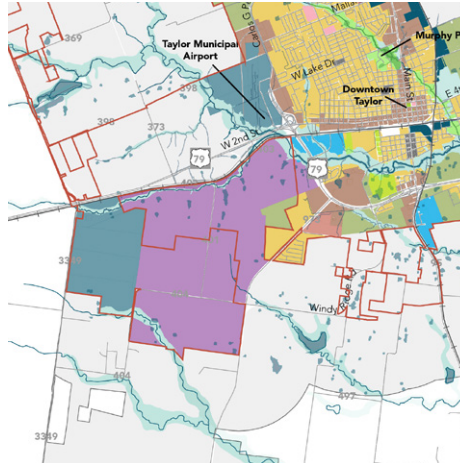


Figure 77: Future Land Use

2. Future Land Use Map

While the Growth Sector's Map identifies where development and redevelopment should be focused, the Future Land Use Map guides how that development or redevelopment should look and function. The Future Land Use Map was updated to include an additional land use category called a Special Employment District located on the Samsung property and to the north and east of the property. The purpose of this land use category is to encourage more high tech employment and include the services that support this use such as mixed use centers that include higher density housing and commercial services. Low density residential is not supported within the Special Employment District and should be discouraged.

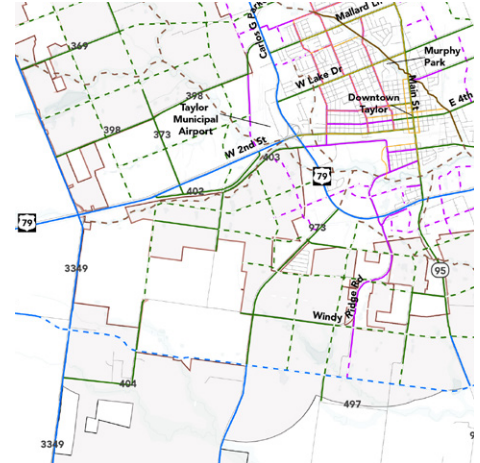


Figure 78: Transportation Master Plan

3. Thoroughfare Plan

The thoroughfare plan was updated to accommodate new county roads and advancements in planning for regional transportation facilities around the Samsung site. The updated plan also re-routed some of the planned thoroughfares going through the Samsung site to the perimeter of the property.



4. Implementation Strategies

One modified and two new implementation strategies were added to the plan. The purpose of these amended and new strategies are to provide a road map to successfully integrate Samsung into the long range planning framework for the City. Successful integration of Samsung into the urban fabric and economic and social life of the City provides an opportunity to build on the success of all elements of the Envision Taylor Comprehensive Plan.

SPECIAL EMPLOYMENT DISTRICT

The Special Employment District is anchored by high technology related employment with nearby uses such as multifamily or commercial services which support the new job center. Low density and predominantly single family residential neighborhoods are not recommended within the special employment district and appropriate land use transitions should occur between single family and employment uses when constructed adjacent to this district.

Total area: 2,516 acres

Land Use and Building Types: Retail: **10%**, Office: **20%**, Mixed use: **5%**, Public: **5%**, and Industrial: **60%**

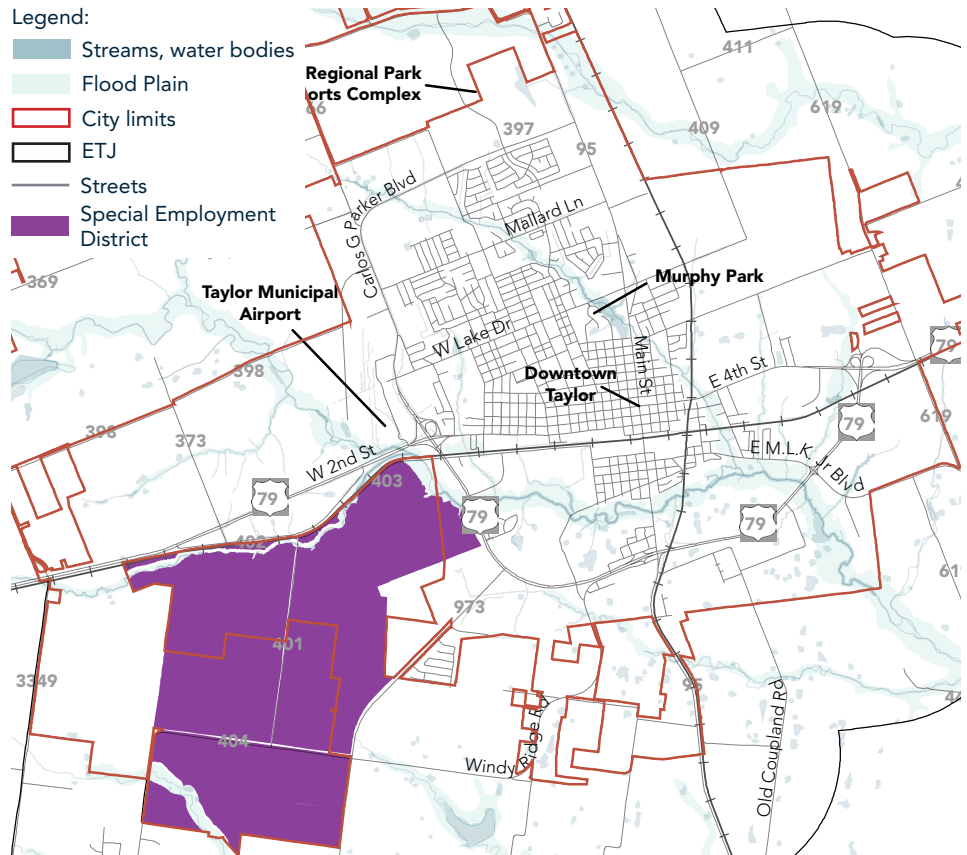


Figure 79: Special Employment District

Source: City of Taylor



Samsung facility will be fully operational from 2024.

Source: Korea Daily



Samsung to create 10,000 + jobs in related fields.

Source: Dohearty



The district will provide for employment opportunities.

Source: Costar



Offices providing high tech jobs will be an integral part of the district.

Source: Tribeza



Multifamily housing is to be encouraged in the district.

Source: The Business Journal



Multifamily housing will encourage commercial spaces in its vicinity.

Source: Tribeza

SUMMARY AND KEY TAKE AWAYS

1

Focus on developing small and infill lots.

This is the fastest way to close the City's resource gap. There are a number of vacant parcels and plenty of opportunities for Accessory Dwelling Units (ADUs) and vertical development to add incremental density and diversify housing and commercial options without requiring more infrastructure. Where possible, the City should coordinate economic development, housing, and CIP/infrastructure investments into infill and redevelopment of the downtown and adjacent neighborhoods. Providing smaller units is more affordable for residents and small business owners.



Revenue/Acre Increase
+\$10,212



Supports existing neighborhoods and communities.



Small and infill lots match historic development patterns.



Utilizing existing land as a resource promotes resilience.



Infill development supports fiscal sustainability.



Encouraging infill housing supports a diversity of needs.

2

Develop greenfield properties thoughtfully.

When greenfield development is considered, it should be done in a way that doesn't dilute services or add to the City's resource gap. While it's likely that future growth can be accommodated in the city's existing infrastructure footprint and service area, there will still be some new development in greenfield areas. The City should require a fiscal impact analysis for all proposed development projects that includes future infrastructure replacement costs so that decision makers can understand the impact new development will have on service costs and future liabilities.



Source: TBG Partners



Thoughtful greenfield development doesn't increase the tax burden on existing residents.



Greenfield development can match the character of Taylor.



Thoughtful development patterns lead to resilience.



Ensure that new development pays for itself.

3

Build a network of local, small developers.

Identify, connect, and train a network of local small developers and builders who want to build at a smaller scale. Connecting local small developers and builders with a network of local “community investors” , entrepreneurs, small business owners, and residents interested in owning, operating, and/or leasing small buildings is a key component of growing a self-sustaining local economy and workforce and cultivating local wealth in the community.



Source: Google Street View



Create local wealth and workforce opportunities.



Small, local developers offer unique character building assets projects.



Local Networks build resilience.



Ensure that new development pays for itself.

4

Maintain the character of Taylor.

Development and redevelopment should match the existing character of Taylor. The traditional pattern of development in Taylor achieves the goals of this plan. New development should continue this pattern whether constructed in infill or greenfield settings.



Maintaining the character builds on Taylor's history.



Supporting and enhancing unique places in Taylor builds resilience.

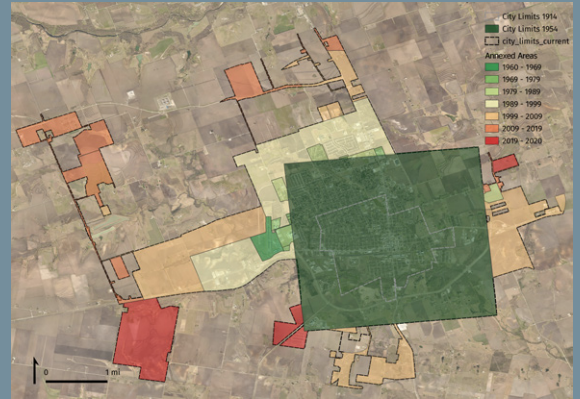


Support and enhance the character of existing neighborhoods and housing.

5

Accommodate new growth within the existing developed area.

Projected population growth in Taylor can and should be accommodated within the existing footprint of developed area. Even though Taylor is projected to see a major population boom compared to historical growth trends analysis conducted with this Comprehensive Plan shows that expansion of the City Limits and extension of new infrastructure is not required to accommodate a majority of the growth.



Investments and improvements serve existing residents.



Enhance the existing fabric of Taylor.



Limiting the expansion of the City reduces service area and costs.



Increase population density.



CHAPTER 3

TRANSPORTATION

↳ INTRODUCTION

↳ EXISTING CONDITIONS

↳ TRANSPORTATION PLAN

↳ STREET DESIGN

↳ STREET CROSS SECTIONS

↳ ON GOING RECOMMENDATIONS

↳ SUMMARY AND KEY TAKEAWAYS

INTRODUCTION

The purpose of the City of Taylor Transportation Master Plan is to identify and prioritize mobility improvements that encourage safe and efficient travel within and through the City of Taylor. Mobility improvements evaluated as part of this plan include enhancements to roadway operations and safety, as well as pedestrian and bicycle facilities. Through the evaluation of future roadway and multi-modal improvements, in addition to planned development activities and their subsequent impacts on traffic volumes and operations, the improvements recommended in this report can help to achieve the visions and goals of the City of Taylor.

#	BIG IDEA	POLICY STATEMENT
T1	 Community Character	New streets should connect to Taylor's existing street grid and should be consistent with traditional block sizes in Taylor.
T2	 Inclusive Growth	Investments in streets and other infrastructure should be prioritized for maintenance or replacement in existing neighborhoods before extensions to new areas.
T3	 Inclusive Growth	The transportation network should encourage all modes of travel including support for a future transit network.
T4	 Inclusive Growth	Utilize durable materials and construction techniques to lengthen the life of major infrastructure and improve safety.
T5	 Fiscal Sustainability	Improve access management policies along major corridors to encourage fiscally sustainable land use patterns.
T6	 Inclusive Growth	Improve the utilization of roadways that have available capacity and evaluate existing roadways for opportunities to expand or enhance alternative modes of transportation.
T7	 Fiscal Sustainability	Link investments in infrastructure to revenue generated from adjacent development.
T8	 Economic Resilience	Streets should be designed to prioritize economic productivity and placemaking while roads should be designed to prioritize vehicular throughput.

The goal of the Transportation Master Plan is to meet the future mobility needs of the City of Taylor by identifying smart transportation investments that maximize the use of existing infrastructure and enable the city to provide and utilize sufficient resources for long-term maintenance, repairs, and replacement. The City of Taylor's vision is to develop transportation infrastructure to create community wealth, foster inclusive growth, and maintain Taylor's small-town atmosphere, where people feel connected.

The City of Taylor is operating with an existing Thoroughfare Plan approved as part of the 2004 Comprehensive Plan. The plan focused on a traditional roadway hierarchy including arterials, collectors, and local streets. Transportation improvements included widening of existing roadway sections to provide needed capacity. The Thoroughfare Plan recommended construction of new arterials and collectors entering Taylor as well as a route to bypass the center of the city. One of the limitations of the existing plan is the consolidation of traffic onto a few major roadways. This Transportation Master Plan will focus on providing a more robust, connected roadway network that builds on Taylor's traditional street grid. The plan differentiates between streets which are the framework for building community wealth through adjacent land uses, and roads which are high speed connections between communities.

EXISTING CONDITIONS

EXISTING ROADWAY NETWORK

The City of Taylor's roadway network includes a grid system of streets, operated and maintained by the City of Taylor. These streets are connected to the Central Texas area through regional county roads and state highways. Roadways within the City of Taylor ETJ are operated and maintained by Williamson County, and the Texas Department of Transportation. These roadways serve as major routes through the City of Taylor:

CARLOS G PARKER BOULEVARD ("THE LOOP")

Carlos G. Parker Boulevard is a loop road surrounding the core of the City of Taylor. US 79 forms the southeast and southwest quadrants of "The Loop" as a four-lane divided roadway. CR 397 connects at US 79 to the west and SH 95 to the north to form the northwest quadrant of "The Loop" and varies between two and four lanes. The northeast quadrant of "The Loop" has not yet been constructed.

W. SECOND STREET/E. FOURTH STREET

This four-lane roadway serves as the primary east/west route through Downtown Taylor. Parking is provided along W 2nd Street but is not provided along E 4th Street. Center turn lanes are not provided. The City of Taylor operates and maintains this roadway.

STATE HIGHWAY 95 (MAIN STREET)

SH 95 is a TxDOT-maintained four-lane roadway that operates as Main Street through the City of Taylor. This is the primary north/south roadway serving business in Downtown Taylor. Parking is provided on both sides of Main Street between 2nd Street and 6th Street. Center turn lanes are provided north of Lake Drive.

US HIGHWAY 79

This four-lane divided roadway serves as the primary highway connecting Taylor to the Austin metropolitan area. US 79 bypasses Taylor to the south and intersects at grade-separated interchanges with W 2nd Street and E 4th Street on either side of the city. Grade separation is also provided at SH 95. US 79 offers limited access to adjacent properties.



Main Street is a primary route through Taylor.

Source: HDR

EXISTING CONDITIONS

FM 973

This two-lane roadway serves as a north/south major arterial route connecting agricultural areas outside of city limits to US 79 and the core of the City of Taylor. FM 973 also provides access to Taylor High School south of US 79 and continues to US 290 in Manor. Center turn lanes are provided north of Kyra Lane.

CR 101/FM 3349

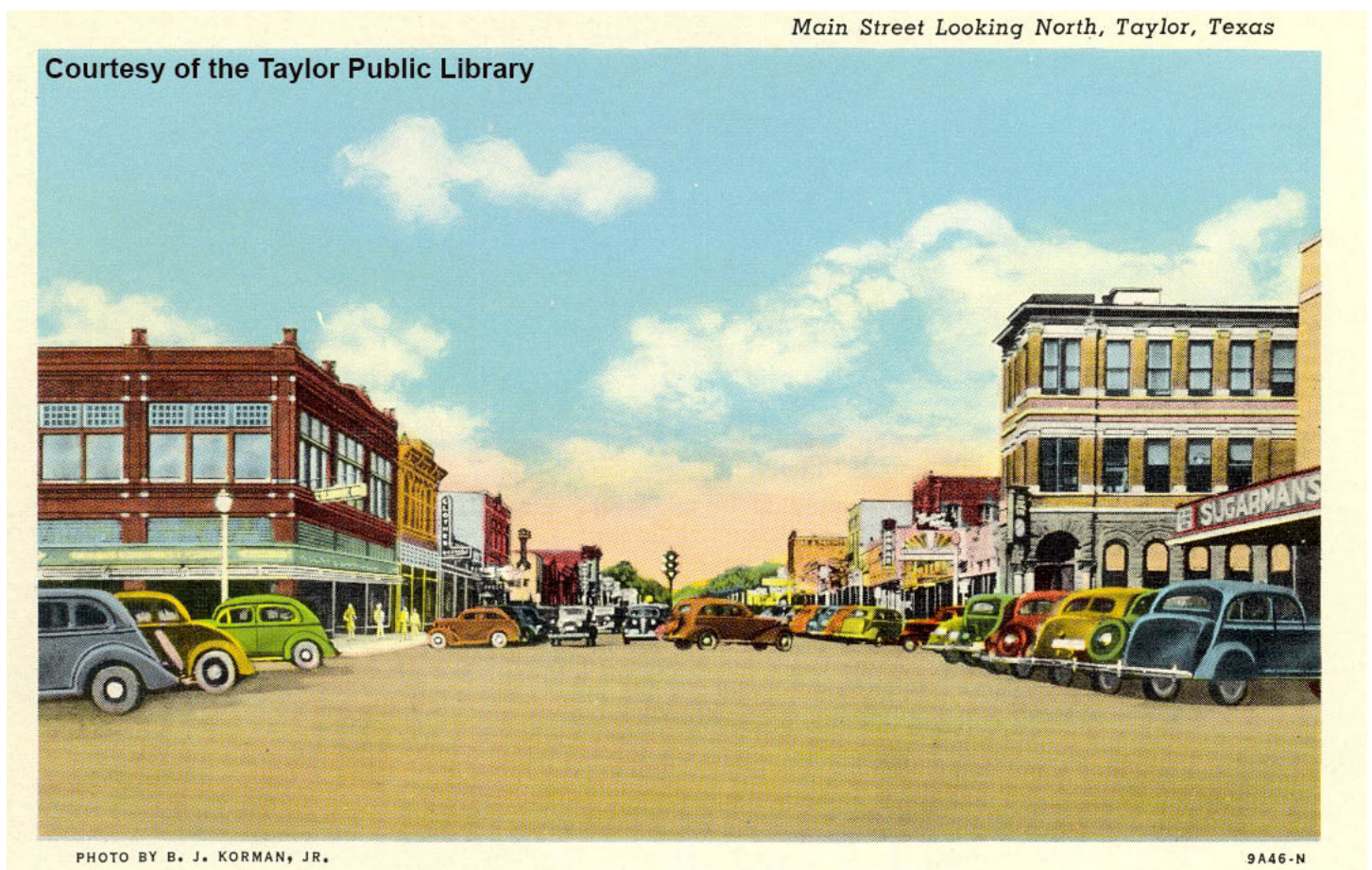
CR 101 and FM 3349 are two-lane roadways north and south of US 79, respectively. CR 101 is a major arterial connecting surrounding agricultural areas to Chandler Road to the north. FM 3349 is a minor arterial connecting surrounding agricultural areas to FM 1660 to the south. Williamson County plans to provide a grade-separated railroad crossing at the FM 3349 and US 79 interchange in the future.

CHANDLER ROAD

This two-lane roadway serves as one of the primary east/west routes connecting SH 95 to SH 130 and IH 35 to the west. Chandler Road is a major arterial and provides access to adjacent properties and Williamson County Expo Center. Williamson County plans to extend Chandler Road east to FM 619 and south to US 79 in the future.

FM 619

This two-lane roadway intersects with US 79 to the east of Taylor and provides access to surrounding agricultural areas. FM 619 operates as a collector road north of CR 413 and south of FM 112, a minor arterial between US 79 and FM 112, and a major arterial between US 79 and CR 413. In the current absence of a northeast quadrant of The Loop, FM 619 serves as the primary north/south major arterial connecting US 79 to northeast Taylor.



Vintage image showing historic heart of Taylor.

Source: Taylor Public Library

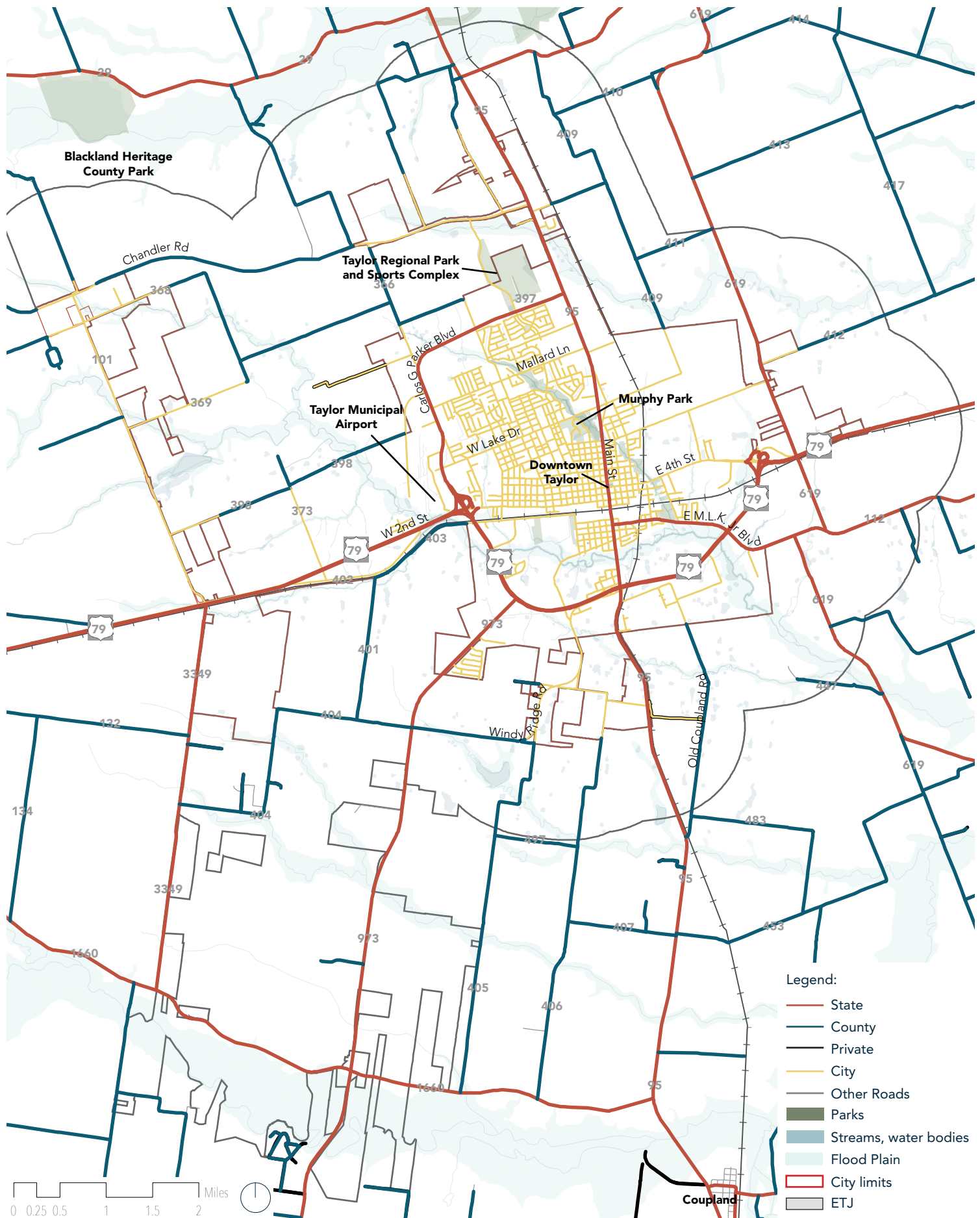


Figure 80: Road Ownership

Note: The information is based on the ETJ boundary and City limits as per 2021

Source: City of Taylor, HDR

EXISTING CONDITIONS

PAVEMENT CONDITIONS

The maintenance of existing city-owned transportation facilities is a challenge for Taylor. Many local streets are in poor or failing conditions. In 2020, a Pavement Condition Assessment was done for all roadways maintained by the City of Taylor. Pavement condition index scores were given to every block. These scores indicated that many of the existing roadways in the City of Taylor need repair and/or replacement and maintenance. As part of the Taylor Streets project funded by the city's 2019 Infrastructure Bond, five streets are being reconstructed to improve mobility and safety: W Lake Drive, W Third Street, N Lynn Street, N Robinson Street, and Edmond Street. City funds should continue to be allocated towards maintenance and repair of existing streets as necessary. It is critical that construction of new transportation infrastructure be balanced with the ability to operate and maintain the existing facilities.



Poor Pavement Conditions, Taylor Texas

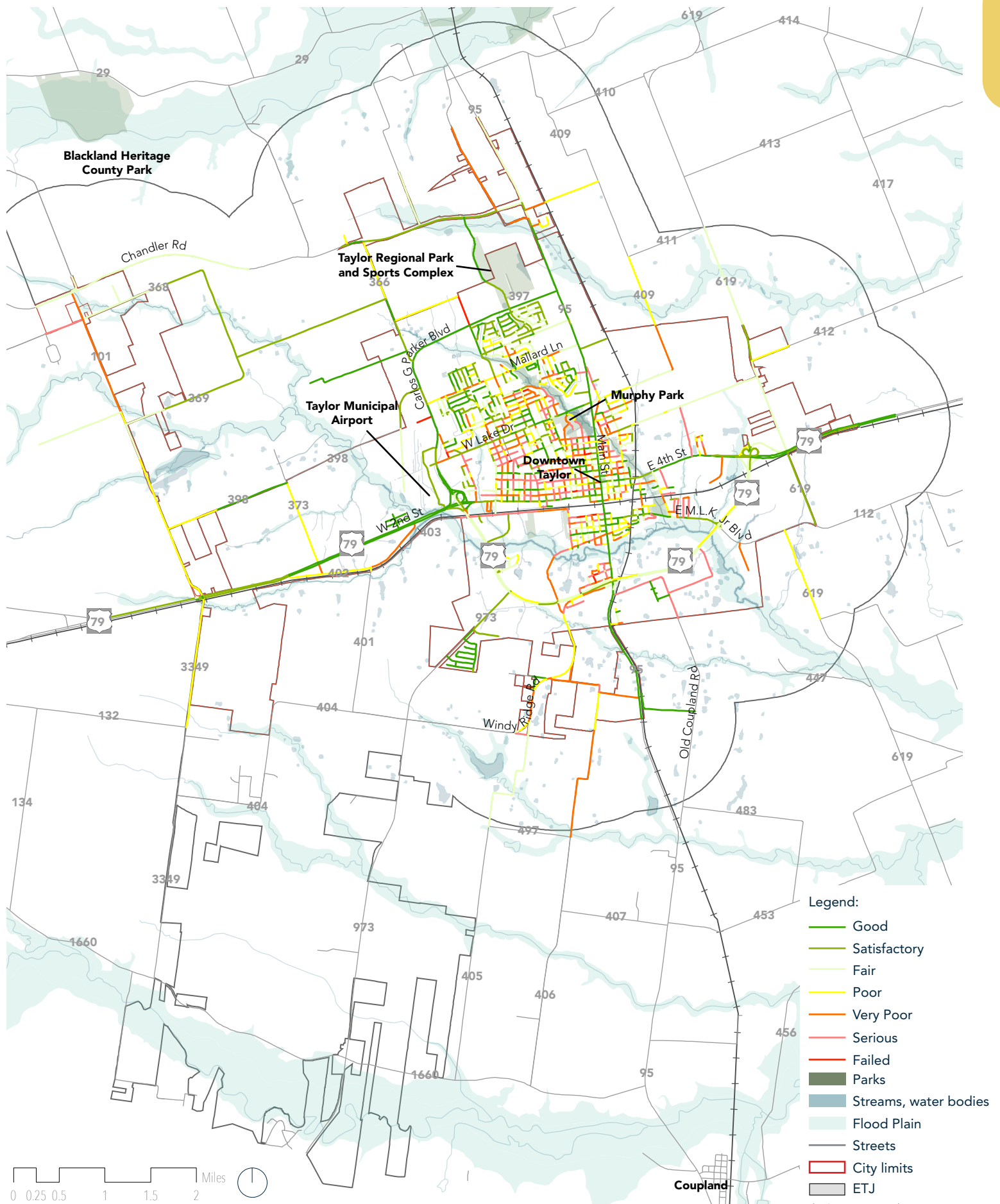
Source: HDR

The City of Taylor completed a Capital Improvement Project for 3rd Street in 2021. The project included street reconstruction, construction of new sidewalks, and improvements to drainage, water, and wastewater infrastructure. The street improvements have a life cycle of 20 years and the cost of repairs was \$875,000. The adjacent properties generate an annual property tax revenue of approximately \$13,000. If all of the property tax revenue for these properties was dedicated to this project, it would require 65 years to pay off the investment. This is more than three times the project's life. Maintenance investments made by the City should consider adjacent property values. It is important that the City continue to fund maintenance of and repair of the existing street system and prioritize projects in a thoughtful manner.



3rd Street, Taylor Texas

Source: HDR



Source: City of Taylor, HDR

EXISTING CONDITIONS



Downtown is a major traffic destination.

Source: HDR

MAJOR TRAFFIC DESTINATIONS

Several public and private facilities impact traffic operations in the City of Taylor. These locations require consideration during thoroughfare planning to provide adequate roadway capacity and multimodal connectivity to these destinations. The following locations have been identified as notable destinations.

- Downtown Taylor
- Taylor ISD Schools
- Walmart
- HEB
- Electric Reliability Council of Texas (ERCOT)
- Taylor Municipal Airport
- T Don Hutto Residential Center
- Williamson County Expo Center
- Taylor Regional Park and Sports Complex
- Taylor Plaza Shopping Center
- Taylor ISD Offices and Event Center
- Baylor Scott and White Medical Center
- Old Taylor High
- Taylor Opportunity Center
- Temple College
- East Williamson County Cooperative
- Union Pacific Railroad
- Williamson County Grain



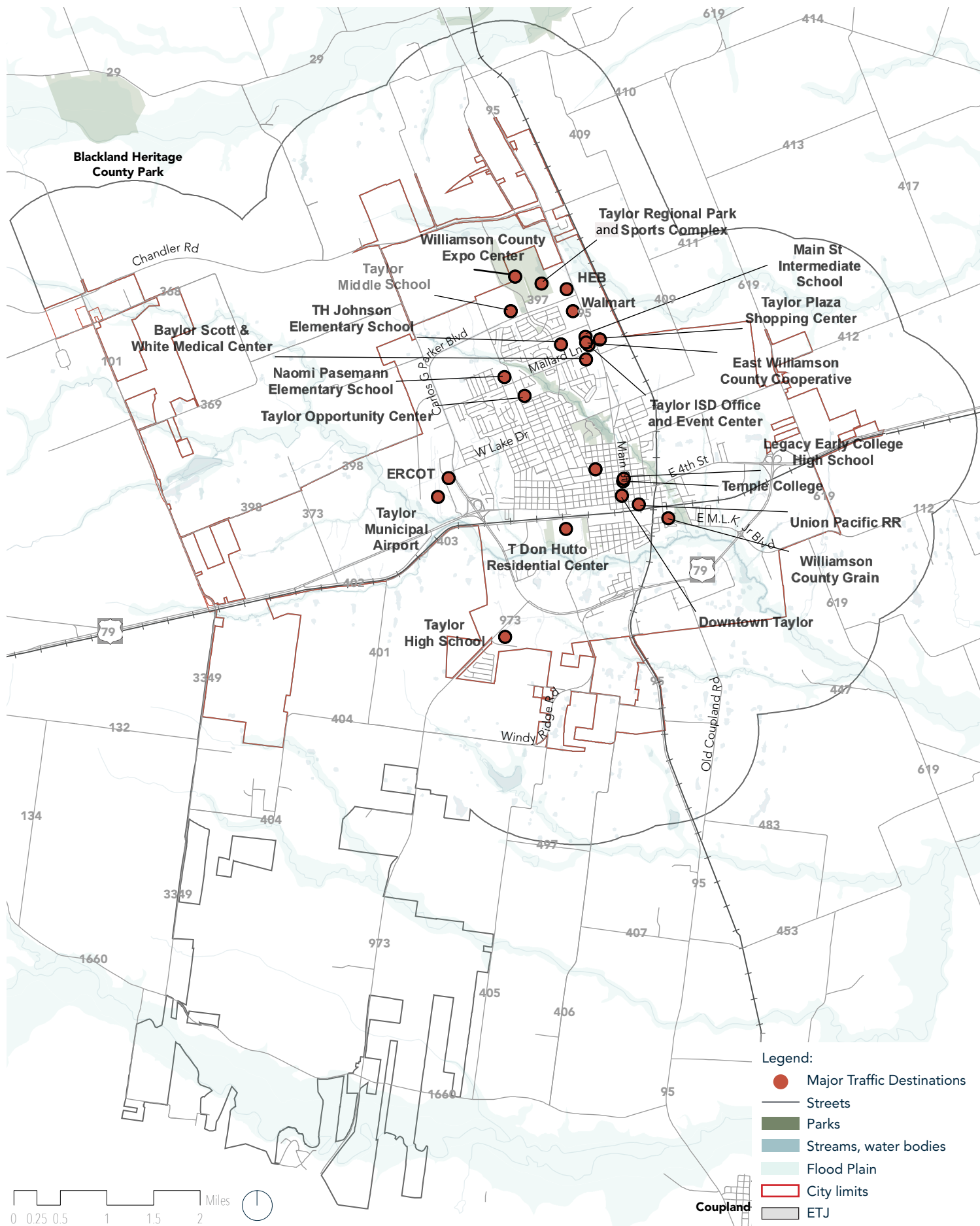
Taylor High School influences traffic patterns in the area.

Source: HDR



Retail centers drive vehicular trips

Source: HDR



EXISTING CONDITIONS

An assessment of existing conditions helps identify current issues with the roadway network, areas of special importance, and provides a baseline for future traffic projections and planning.

DAILY TRAFFIC VOLUMES

Average daily traffic (ADT) volumes form the basis of the roadway capacity analysis to determine needed roadway sizes. As part of this study, a database of existing traffic count data was compiled from TxDOT's Traffic Count Database System and supplemented with 24-hour bi-directional tube counts in locations downtown on Second Street and Fourth Street where traffic volumes are of special concern.

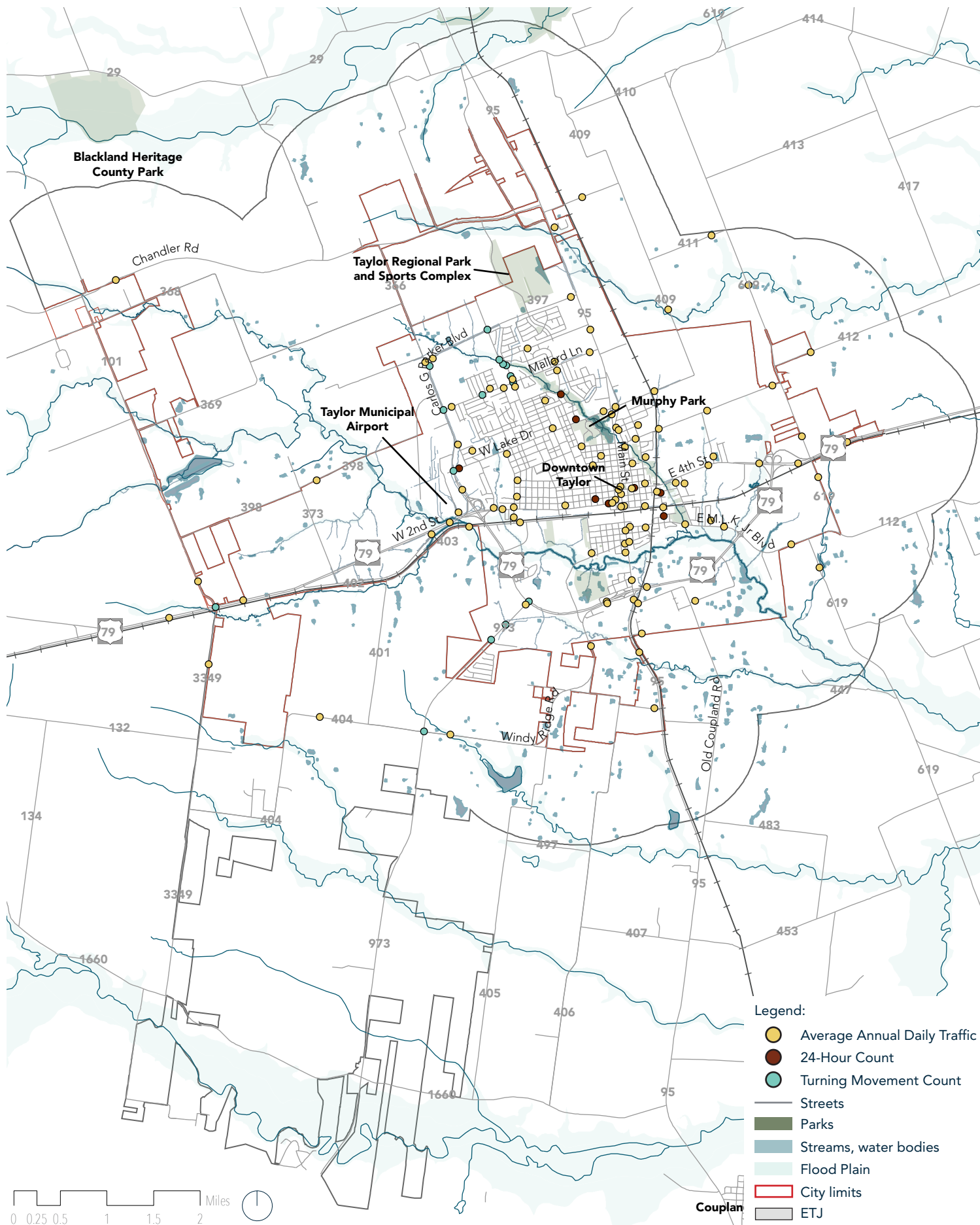
EXISTING TRAFFIC OPERATIONS

After daily traffic volumes are collected, they are compared against the available capacity of each roadway to determine a volume to capacity (v/c) ratio. A v/c ratio greater than 1.0 indicates that the roadway is over capacity, and delays will be unacceptable to drivers; whereas a low v/c ratio indicates that the roadway has sufficient capacity for the number of vehicles it serves, and delays are likely to be minimal. Roadways with v/c ratios above 0.85 may experience congestion during various times of the day, including non-peak hours.

ROADWAY	TYPICAL DAILY VOLUMES (VEHICLES PER DAY)	NUMBER OF TRAVEL LANES	PM PEAK PERIOD V/C
US 79	23,000	4 LANES	0.62
SH95/MAIN STREET	19,600	4 LANES	0.59
W. 2ND STREET	18,800	4 LANES	0.39
FM 397/CARLOS G PARKER BOULEVARD N.W.	15,300	2 LANES	0.88
FM 973	10,200	2 LANES	0.61
E. 4TH STREET	9,400	4 LANES	0.25
CHANDLER ROAD	7,400	2 LANES	0.44
LAKE DRIVE	5,500	2 LANES	0.45
MALLARD LANE	4,700	2 LANES	0.35

TRANSIT

Similar to comparable communities of its size and location, transit options are relatively limited for Taylor residents at the present time. CARTS provides an interurban coach route and a country bus route through Taylor that provide service for intercity connections, which are very valuable for residents needing to access medical care and other services in the greater metropolitan Austin area. Although there are no fixed route transit services within Taylor, CARTS has recently launched their CARTS NOW app-based, on-demand service that provides service within the city. This emerging mobility option leverages technology to provide door-to-door, van-based, low cost service for the general public within the city, with service offered Monday-Friday from 7 a.m.- 7 p.m. An express route to Taylor along US 79 is planned as part of the CARTS 2045 Plan, as well as a future Park and Ride and/or station improvements with micro transit service in the city. An inter modal transit station is also proposed to be constructed and will serve as a hub for Amtrak and other transit services. The city should continue to coordinate with Taylor's Main Street program, CARTS, TxDOT, Amtrak, and the Union Pacific Railroad to further develop the intermodal transit station.



TRANSPORTATION PLAN

PURPOSE

The Transportation Master Plan will serve as a planning tool that establishes a framework for the development of the transportation network within the City of Taylor and ETJ. The transportation network will:

- Establish a grid network for expansion of the city's transportation system and the creation of valuable land uses
- Differentiate streets and roads
- Reserve the required right-of-way for transportation corridors
- Integrate all modes of transportation and prioritize people on streets and vehicles on roads
- Implement cross-sections that reflect the adjacent land use context

The Thoroughfare Plan proposes a connected system of community boulevards and neighborhood avenues throughout the intended growth sector. This system is supported by a grid network of local streets that serve to create valuable land uses. The roadway network is comprised of existing roadways that may be enhanced to meet the City of Taylor's goals and new connectivity designed for responsible growth.

A proposed network of community boulevards is depicted in the ETJ in the controlled and restricted growth sectors. These community boulevards should only be constructed if required to meet the needs of development in the region. Community boulevards will be supported by neighborhood avenues, and neighborhood streets, consistent with the existing Taylor grid system.

Multimodal systems are planned on each one of the local streets, avenues, and community boulevards. The Thoroughfare Plan indicates corridors that should be prioritized for implementation of multimodal facilities. The type of multimodal facilities must consider the context of the place and the function of the road, whether this be sidewalks, bicycle facilities, or transit integration.



A pedestrian-friendly intersection in Taylor, Texas.

Source: HDR

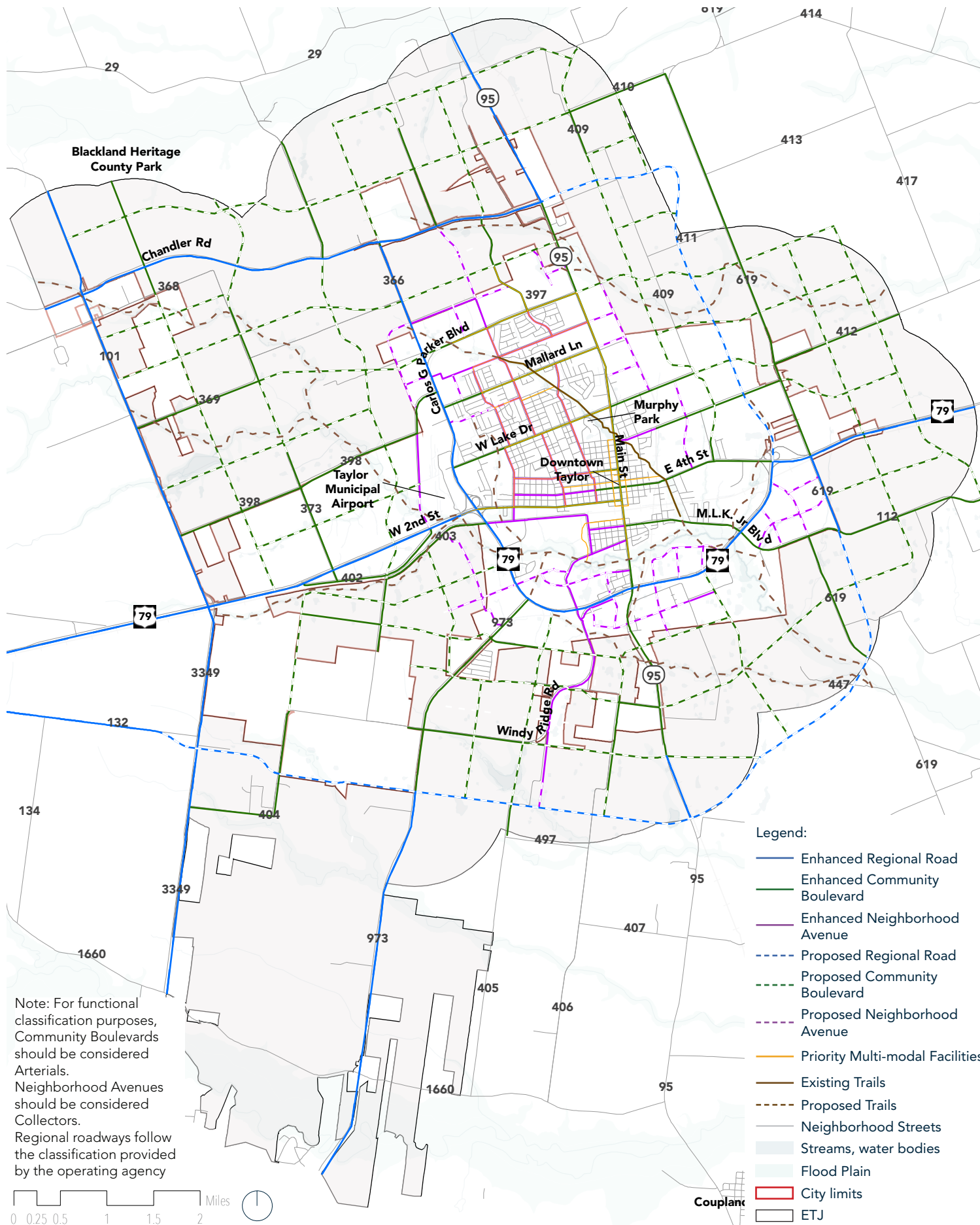


Figure 84: Transportation Master Plan

Source: City of Taylor, HDR

TRANSPORTATION PLAN

MULTIMODAL SYSTEMS

All proposed roadways in the City of Taylor network include multimodal accommodations. Several multimodal facilities are identified for incorporation into the roadway sections. The selection of a multimodal facility would depend on several factors, including pedestrian demand, bicycle demand, vehicular volumes, adjacent travel speeds, right-of-way availability, multimodal connectivity, and adjacent land use. These multimodal facilities may be implemented on the city network prior to proposed roadway enhancements. Priority facilities identified in the Thoroughfare Plan should be considered for near-term implementation.

- Sidewalks are 5'-12' wide facilities designed to accommodate pedestrian traffic and provide access to adjacent land uses. Cyclists may use wider sidewalks, which may not follow bicycle design standards.
- Shared-use paths are 10'-12' wide facilities designed to accommodate both pedestrian and bicycle traffic. Shared-use paths work well with low-volume bicycle traffic or within limited right-of-way. Shared-use paths should follow bicycle design standards.
- Bicycle lanes are recommended in areas of high-volume bicycle traffic. It is recommended that these be designed as raised, separated facilities. However, a phased implementation of a bicycle network is common. This could include retrofitting of existing roadways to include striped, buffered bicycle facilities.
- Trails are off-street facilities, 10'-12' wide, that serve both pedestrian and bicycle traffic. Trails should follow bicycle design standards.



Sidewalks create a walkable Downtown.
Source: HDR



Wide trails are multimodal.

Source: HDR



CARTS Taylor Station provides transit service.

Source: HDR

TRANSIT INTEGRATION

Taylor has the benefit of a relatively compact development footprint with a grid street network, which can help to support more cost-effective public transportation services as origins and destinations within the local area are relatively close together. However, future growth and the form it takes will also go far in determining how transit-supportive the city can become as it continues to evolve and change. A Transit-Oriented Development (TOD) is used to describe a type of community or district designed to capitalize on transit accessibility. Planned as compact, walkable, mixed use places, TODs offer people greater transportation choices, reduce dependence on automobiles, support more financially sustainable and equitable development, and build demand for enhanced transit services.

TODs are medium- to high-density mixed use developments centered on a rail station or rapid transit stop, modeled in many ways after communities like Taylor where the core area was developed before the automobile became the dominant mode of transportation. As all transit trips begin and end with a walking trip, pedestrian-friendliness is a key factor in TOD planning and design. Successful TODs are designed with walkable streets and public spaces, buildings with active ground floor uses and pedestrian-oriented entries and facades, and convenient connections to transit. TODs can be focused on a node or activity center, such as the AMTRAK station area in downtown Taylor, or they can be linear in nature, with development along a boulevard. In either case, preparing for future transit is a collaborative effort, with important roles to be played by planning and advocacy organizations, transit providers, municipalities, developers, and property owners. In sum, successful TOD is a win-win proposition providing stronger and more equitable communities, improved and growing ridership, and economic strength and resiliency for cities and towns.

While creating and facilitating more transit-supportive development is critically important, there is also a need to coordinate with transit service providers (beginning with CARTS) to lay the foundations for increased service levels that can be phased in over time, and to allocate adequate levels of funding to support those services. The best outcomes are achieved when a comprehensive set of mobility solutions, including walking, biking and various forms of transit are integrated to offer choices that meet specific travel needs. The recently launched CARTS NOW service can meet a wide range of mobility needs with its on-demand service, and may offer the opportunity to transition to fixed-route transit services on corridors that exhibit strong ridership potential over time. As technology continues to advance, there is potential for autonomous shuttle services to play an important role as well, such as providing first and last mile connections from Taylor's neighborhoods to job centers or transit hubs. While many factors go into determining how well transit can provide critical mobility services in a community like Taylor, one of the most important is creating and acting on a vision of a place where residents do not have to be dependent on their automobiles.

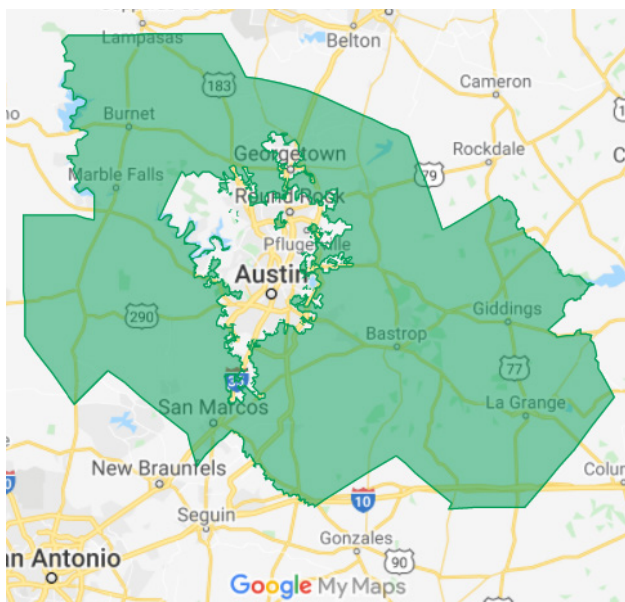


Figure 85: CARTS Service Area Source: rideCARTS.com

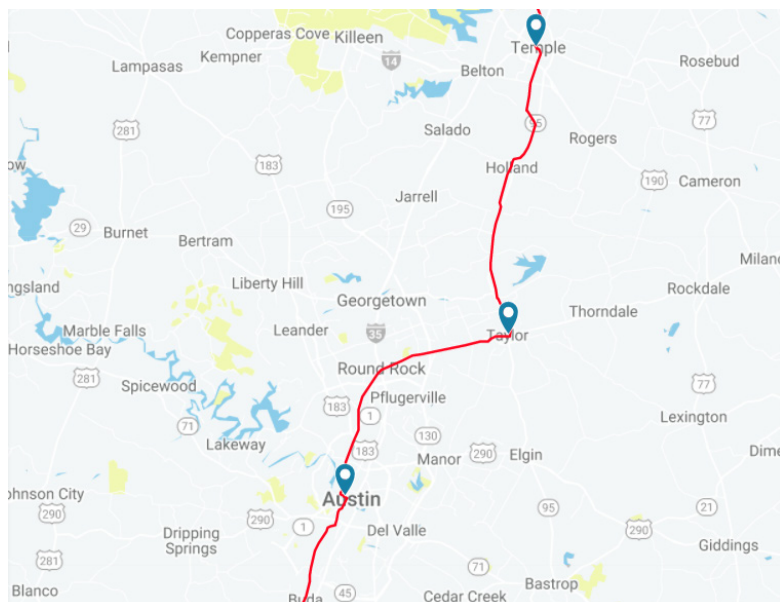


Figure 86: AMTRAK Route Source: amtrak.com

TRANSPORTATION PLAN

FUTURE TRAFFIC OPERATIONS

Future traffic operations were evaluated on the roadway network using the Capital Area Metropolitan Planning Organization's 2045 Travel Demand Model. Modifications were made to the model to reflect additional roadway connections and the increase in residential infill proposed by the Future Land Use Map.

2045 projected daily traffic volumes were compared against the proposed capacity of each roadway to determine a volume to capacity (v/c) ratio. A v/c ratio greater than 1.0 indicates the roadway is over capacity and delays will be unacceptable to drivers; whereas a low v/c ratio indicates that the roadway has sufficient capacity for the projected number of vehicles and delays are likely to be minimal. Roadways with v/c ratios above 0.85 may experience congestion during various times of the day, including non-peak hours.

ROADWAY	TYPICAL DAILY VOLUMES (VEHICLES PER DAY)	NUMBER OF TRAVEL LANES	PM PEAK PERIOD V/C
US 79	45,200	6 LANES	0.73
SH 95/MAIN STREET	33,600	4 LANES	0.81
W. 2ND STREET	35,000	4 LANES	0.79
FM 397/CARLOS G PARKER BOULEVARD N.W.	21,700	4 LANES	0.48
FM 973	49,500	6 LANES	0.81
E. 4TH STREET	18,100	4 LANES	0.45
CHANDLER ROAD	28,200	6 LANES	0.51
LAKE DRIVE	16,800	2 LANES	0.88
MALLARD LANE	12,800	2 LANES	0.75

Major roadways within the City of Taylor will operate at acceptable levels with their current number of travel lanes. It is recommended that Preliminary Engineering Studies be utilized to evaluate specific corridors for integration of complete streets elements, right-sizing, and intersection enhancements.



Main St. is a prominent street in Taylor, Texas.

Source: HDR



2nd Street Traffic Calming improved the pedestrian experience.

Source: HDR

W. SECOND STREET

W. Second Street is a four-lane undivided roadway west of downtown. This roadway serves as a primary route into Downtown Taylor and provides vehicular and pedestrian access to the commercial core. Implementation of a four-lane community boulevard section will provide multimodal enhancements that focus on providing safe spaces for people to interact with the community and stimulate economic development. The City of Taylor has implemented low-cost complete streets enhancements along Second Street in the downtown area. It is recommended that continued enhancements be made to this corridor to promote accessibility to local businesses and walkability in the downtown area. This corridor should be considered for implementation of transit service in the future.

SH 95/MAIN STREET

Main Street is a four-lane undivided roadway between US 79 on the south and Chandler Road on the north. TxDOT currently operates and maintains Main Street as SH 95 through Taylor. This road serves many functions as it traverses Taylor—a state highway connecting Bastrop to Temple, a main street through downtown Taylor, and a major arterial with large-scale retail on the north side of Taylor. With completion of “The Loop” around Taylor, it is anticipated that through traffic will be diverted to this regional roadway and Main Street can function as a four-lane community boulevard that appropriately serves the adjacent land use. This corridor should be considered for implementation of transit service in the future. Multimodal enhancements including wide sidewalks, bulb outs, parking and narrow travel lanes will enhance the pedestrian experience downtown. These will promote resurgence in retail and commercial uses, increasing the wealth generation of the corridor.

TRANSPORTATION PLAN

GRID NETWORK

Two main types of roadway design are common in the United States: grid networks and dendritic networks. Grid networks, given their name, have streets connecting in a grid, with many intersections spread out at equal spacings. Alternatively, dendritic (tree-like) networks have small streets feeding into progressively larger ones, similar to branches on a tree, and they often have fewer connections to external roadways than do grids. Grid street networks offer advantages over dendritic ones. First, they offer greater connectivity, better dispersing traffic and keeping volumes on individual intersections and streets lower. This allows those streets and intersections to be smaller than in a comparable dendritic network. Lower vehicle speeds increase pedestrian safety by reducing the risk of severe injury or death from pedestrian collisions. Reduced road sizes also allow for decreased maintenance costs. Furthermore, grids encourage walkable neighborhoods, with a mix of uses. Providing pedestrians and bicyclists shorter and more direct routes to their destinations can reduce the number of vehicles on the road, reducing traffic congestion.

Taylor's existing roadway grid system provides desirable connectivity for vehicles and pedestrians within Downtown Taylor and the historic neighborhoods. A grid network distributes vehicles over multiple roadways and multiple intersections, thereby reducing the need to provide excess roadway capacity for peak-hour traffic operations. Taylor's existing grid has 350' block lengths. These compact block lengths increase the number of access points and improve pedestrian connectivity. It is recommended that the grid network be continued as a framework throughout the City of Taylor.

Source: transportation.ky.gov

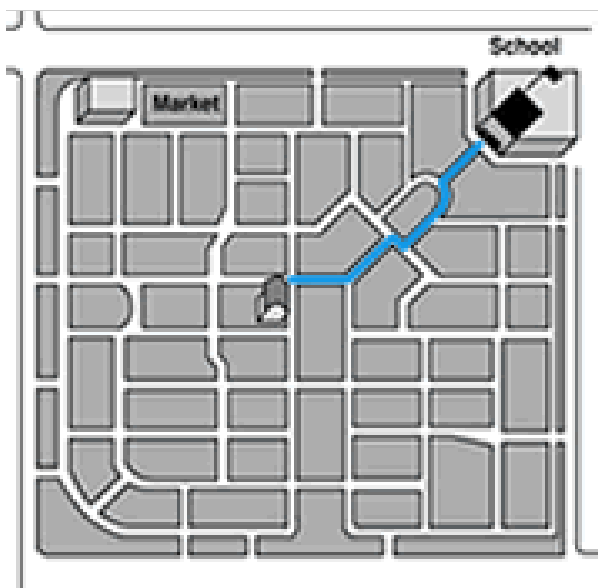


Figure 87: Grid Roadway Network

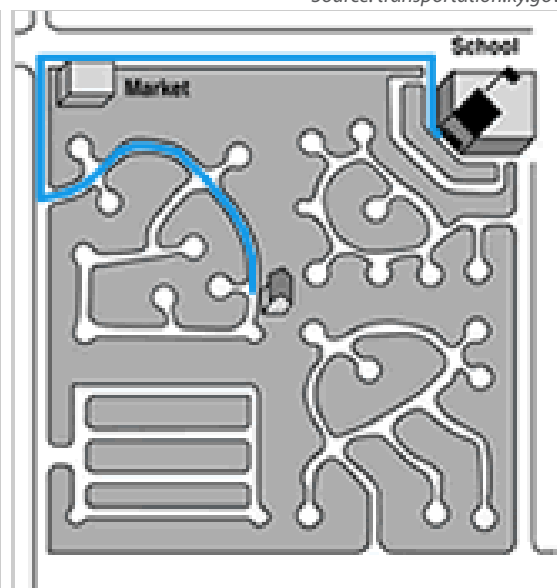


Figure 88: Dendritic Roadway Network

THOROUGHFARE CLASSIFICATIONS

Four thoroughfare classifications are identified for the future City of Taylor thoroughfare network. These thoroughfare classifications are developed to align with the adjacent land use context while serving all users. Thoroughfare classifications should be applied based on traffic volumes and the adjacent land use context.

NEIGHBORHOOD STREETS

Neighborhood Streets are low-speed, low-volume thoroughfares that provide access to serve the abutting land uses. Residential lots will front the neighborhood street. On-street parking is typically permitted on neighborhood streets. These streets include sidewalks for pedestrians. Cyclists share the roadway with vehicular traffic. Parking may be accessed from a rear alley or from a narrow driveway at the street.

NEIGHBORHOOD AVENUES

Neighborhood Avenues connect neighborhoods with the surrounding community. These are low-speed, moderate volume streets. Avenues are typically two-lane streets with additional capacity and turning lanes at major intersections. Medians may be provided along avenues but are not necessary in urbanized contexts. On-street parking is provided around commercial centers. Parking is usually accessed from rear alleys or side streets. Pedestrians are prioritized. Cyclists may be accommodated through bike lanes or shared-use paths.

COMMUNITY BOULEVARDS

Community Boulevards are the primary routes connecting major areas of the city. Boulevards are moderate-speed, high-volume streets that may be constructed in two-, four-, or six-lane sections depending on the location. Pedestrian and bicycle traffic should be separated from vehicular traffic through frontage zones. Pedestrians are prioritized. Cyclists may be accommodated through bike lanes or shared-use paths. On-street parking is provided on boulevards to serve the adjacent land use. Boulevards should be designed to accommodate future transit usage through the repurposing of travel lanes or acquisition of additional right-of-way. Access to parking areas should be restricted on boulevards. Enhanced capacity should be provided on boulevards at major intersections with other boulevards or avenues. Medians are desirable along boulevard sections to control turning movements.

REGIONAL ROADWAYS

Regional Roadways are designed to move vehicles between the City of Taylor and other communities. Regional roadways are typically operated as Williamson County or TxDOT facilities. These roadways will follow the design standards established by Williamson County and/or TxDOT. Regional roadways may include major highways or controlled-access freeway facilities. Access management restrictions on these roads should be implemented.

	NUMBER OF THROUGH TRAVEL LANES	TYPICAL DAILY VOLUMES (VEHICLES PER DAY)	TYPICAL POSTED SPEED LIMITS	TYPICAL CHARACTER
NEIGHBORHOOD STREETS	2 LANES	0 - 3,000	20 - 30 MPH	PROVIDES LOCAL ACCESS
NEIGHBORHOOD AVENUES	2 LANES	3,000 - 10,000	30 - 35 MPH	SERVES ADJACENT LAND USE; PRIORITIZES PEDESTRIANS; PROVIDES PARKING
COMMUNITY BOULEVARDS	2 LANES	3,000 - 15,000	35 - 45 MPH	CONNECTS AREAS OF THE CITY; PROVIDES MULTIMODAL TRAVEL OPTIONS
	4 LANES	10,000 - 35,000		
	6 LANES	35,000+		
REGIONAL ROADWAYS	VARIES	AS DEFINED BY WILLIAMSON COUNTY AND/OR TXDOT	AS DEFINED BY WILLIAMSON COUNTY AND/OR TXDOT	PRIORITIZES THROUGHPUT OF VEHICLES

STREET DESIGN

THE PURPOSE OF A TYPICAL SECTION

A typical street section forms the foundation of street design decisions. This is the starting place for design of a new street, street-scape adjacent to a new development, or redesign of an existing street. The ultimate street design however should change as it travels through different contexts within a community and as it serves different users. These two main design considerations are described in this section as designing for place and designing for people. This street design section will first describe the overall design considerations for place and people and next describe the kit-of-parts within a street that can adjust based on the identified design considerations.

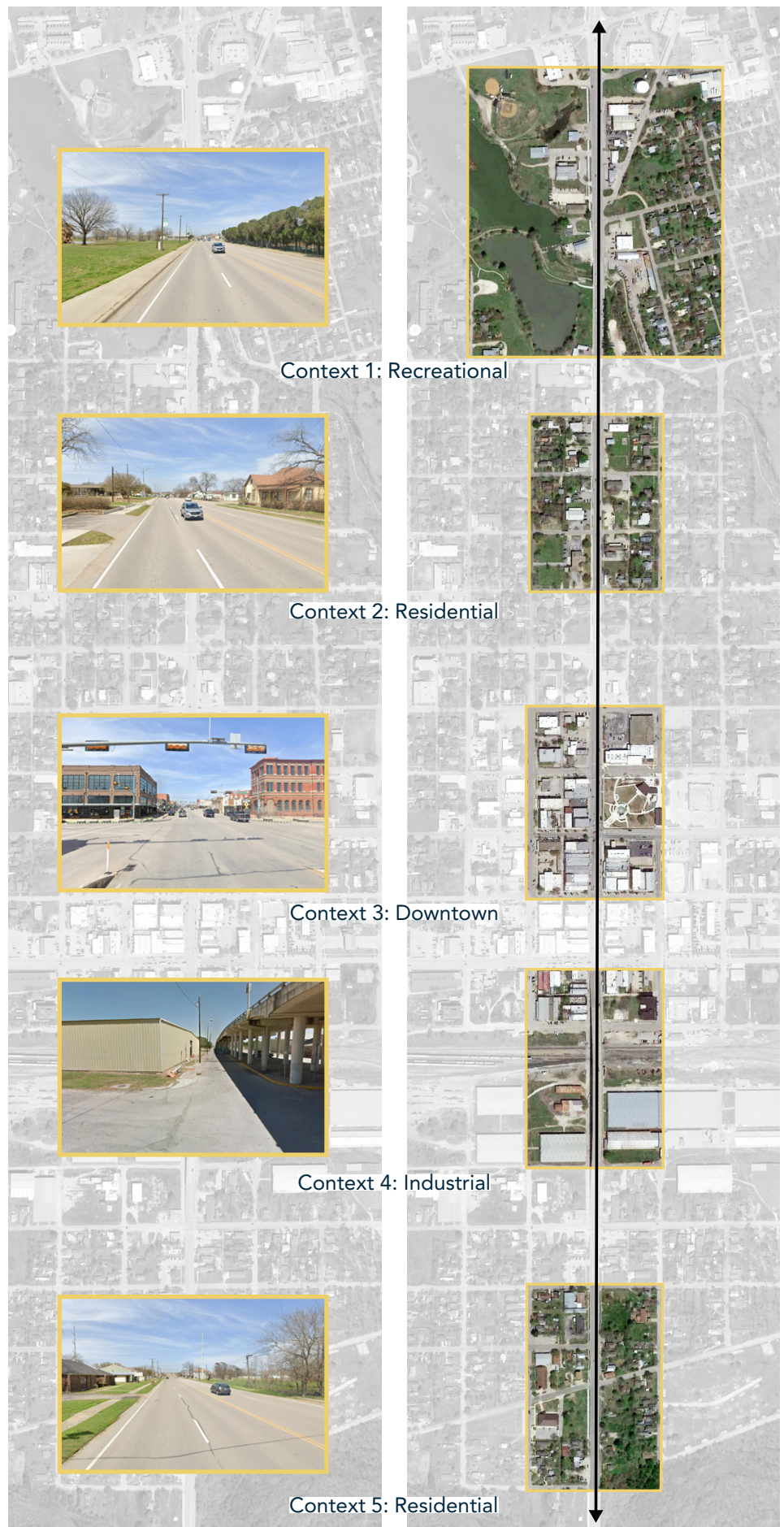


Figure 89: Street Contexts



CONTEXT SENSITIVE DECISION MAKING CHECKLIST

Safety for All Users

Scale of Adjacent Development

Maintenance Costs

Initial Improvement Costs

Drainage Network

Accessibility to Adjacent Schools,
Parks, Libraries

Soil Conditions

Adjacent Land Uses

Local Industry and Freight

Transit Routes

Community Events

Access to Employment

Local Demographics

Bicycle Routes

Tree Canopy

Potential for New Development

Number of Users Benefiting

Noise

DESIGNING FOR PEOPLE (FUNCTION)

TYPE OF USERS

Analyze both the current users of the streets and mode of travel as well as the anticipated or desired types of users and modes of travel when designing a street. This helps to inform the amount and type of space dedicated to different users.

NUMBER OF USERS

Analyze current and projected volumes for all modes of travel to help identify the amount and type of space dedicated to each mode of travel within the ROW.

DESIGNING FOR PLACE (CONTEXT)

BUILT ENVIRONMENT

The scale of buildings and blocks and the mix of uses that frame each street make up the character of the place. Transportation facilities provided within the street shape mobility and travel decisions, directly and indirectly impacting environmental quality, public health and safety, and quality of life.

NATURAL ENVIRONMENT

In urban areas, the larger natural environment may include habitats, local ecosystems, and green and blue systems such as floodplains. In the face of climate change, design street networks to respect, protect, embrace, and enhance ecological systems, natural topography, and water bodies, and to manage local climatic conditions.

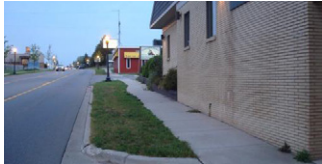
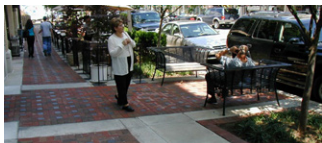
SOCIAL AND CULTURAL CONTEXT

Streets can allow people to live their public life in a city. Design streets to inform a sense of place in each neighborhood, embedding historical and cultural meaning for communities.

ECONOMIC ENVIRONMENT

The level of economic development, political concerns, and investment priorities shape the rate of urbanization, patterns of built form, reliability of transit service, and trends of private car ownership. Analyze the economic environment and identify the types of businesses and industries that use urban streets, and the number of jobs they support.

STREET DESIGN

ZONE	DESCRIPTION	DIMENSION	EXAMPLE
FRONTAGE ZONE	The purpose of the frontage zone is to provide a transition between sidewalk and the built environment of the lot which could include a fence, landscaping, and building (in a 0 ft. setback condition). The frontage zone is usually clear for passage into buildings or lots, but may also be an opportunity for outdoor displays and dining.	0 ft. - 6 ft. The frontage zone is typically between 0 ft. and 3 ft. wide. Wider frontage zones should be prioritized in retail areas where outdoor displays or dining. Where ROW is constrained, the frontage zone is the first zone to be reduced or eliminated.	 Source: NACTO  Source: Safe neighborhoods
PEDESTRIAN ZONE	The pedestrian zone includes a sidewalk that is usually clear of all obstructions. The purpose is to allow for pedestrian movement in parallel with the road. Five foot minimum meets ADA compliance and allows people to pass one another easily when walking or in wheelchairs.	5 ft. - 12 ft. The sidewalk is typically between 5 ft. and 12 ft. wide. Wider sidewalks should be prioritized in areas such as the downtown where they can serve as a gathering. A wider sidewalk is also applicable when used as a shared path for bicycles and pedestrians. Where ROW is constrained, the sidewalk is one of the last zones to reduce and should not be reduced less than 5 ft.	 Source: Goulde Vans  Source: Safe neighborhoods  Source: SM Daily Journal
TREE / LANDSCAPE ZONE	The tree / landscape zone refers to all areas where plants are used in the pedestrian realm including tree wells, garden beds and planter pots. These serve a variety of purposes including buffering, water quality, aesthetic enhancement, shade and habitat.	3 ft. - 8 ft. The tree / landscape zone is typically 6 ft. wide and designed to contain a tree. Wider tree / landscape zones should be prioritized in areas with higher speeds to provide a greater buffer. The landscape / tree zones in urbanized areas may contain tree wells to provide greater access from parked cars to the sidewalk. Where ROW is constrained, the tree / landscape zone may be reduced to 3 ft.	 Source: HDR  Source: Mysay

ZONE	DESCRIPTION	DIMENSION	EXAMPLE
VEHICULAR PARKING ZONE	On-street parking should be accommodated on most public streets. On-street parking provides the opportunity for easy access and connectivity to the street-scape and the adjacent land uses.	0 ft. - 17 ft. The parking zone can be undesignated and intermittent allowing a yield condition within the street or designated by striping. Designated parallel parking areas are typically 8 ft. and angled parking is 17 ft. On-street dimensions can be slightly reduced or eliminated in constrained conditions.	 Source: NACTO  Source: NACTO
VEHICULAR TRAVEL ZONE	The travel zone is the space within the ROW where multiple types of vehicles travel. In a multimodal street network, transit, bicyclists and motorists often have separated space so the modes can function safely and reduce conflicts.	20 ft. - 40 ft. The travel zone can be designed for local access or for mobility. Ensuring safety for multiple modes of transportation is key to the function of a street. Travel zones vary significantly but within constrained environments, narrow lane widths (10 ft.) can help improve the safety and efficiency of the street.	 Source: NACTO  Source: NACTO

STREET SECTIONS

YIELD STREET

A neighborhood yield street is a low capacity and low speed street. The street width is limited in order to encourage slower traffic. On-street parking is permitted on both sides but is not continuous or designated by striping. Bicyclists can travel in the street with vehicular traffic due to the low speeds. Sidewalks are separated from the street by a continuous tree zone. Sidewalks are separated from the street by a continuous tree zone.



Source: Safe neighborhoods

Yield Streets are narrow to keep traffic slow.



Source: HDR

Parked cars reduce the width of the travel lanes and cause people to drive slow.



Figure 90: Perspective Section Through Neighborhood Yield Street

NEIGHBORHOOD STREET

A neighborhood street is a low capacity and low speed street that provides more space for continuously parked vehicles. Bicyclists can travel in the street with vehicular traffic due to the low speeds and sidewalks are separated from the street by a continuous tree zone. These streets are appropriate where there are higher density types adjacent to the street or in commercial or mixed-use areas.



Source: HDR

Mueller in Austin, TX, has a number of Neighborhood Streets.



Source: Construction pros

As a neighborhood street matures, its tree canopy provides nearly full shade.



Figure 91: Perspective Section Through Neighborhood Street

STREET SECTIONS

NEIGHBORHOOD AVENUE

A neighborhood avenue is a street with moderate vehicular capacity and low speeds. Neighborhood Avenues are typically used as cross-town streets and are used to travel between different centers throughout the city. Neighborhood Avenues should accommodate all modes of transportation including transit. Neighborhood Avenues are appropriate for areas with high density housing adjacent to the street or in areas of more intense mixed use/commercial land uses. Vehicular access to the lots is from the alleys + side streets.



Source: HDR

Avenues are scaled for people.



Source: Construction pros

Road diets along existing streets make room for amenities.



Figure 92: Perspective Section Through Neighborhood Avenue

COMMUNITY BOULEVARD - 2 LANE

A community boulevard is a long-distance street that is designed for the most intense mixed use and commercial areas. Turning movements should be limited on community boulevards when possible and vehicular access to private lots should be from secondary streets or alleys. Bicyclists and pedestrians are typically separated from vehicular traffic and transit should be prioritized along Community Boulevards.



Bicycles are separated from vehicles on boulevards.



A shared use path buffered from travel lanes.

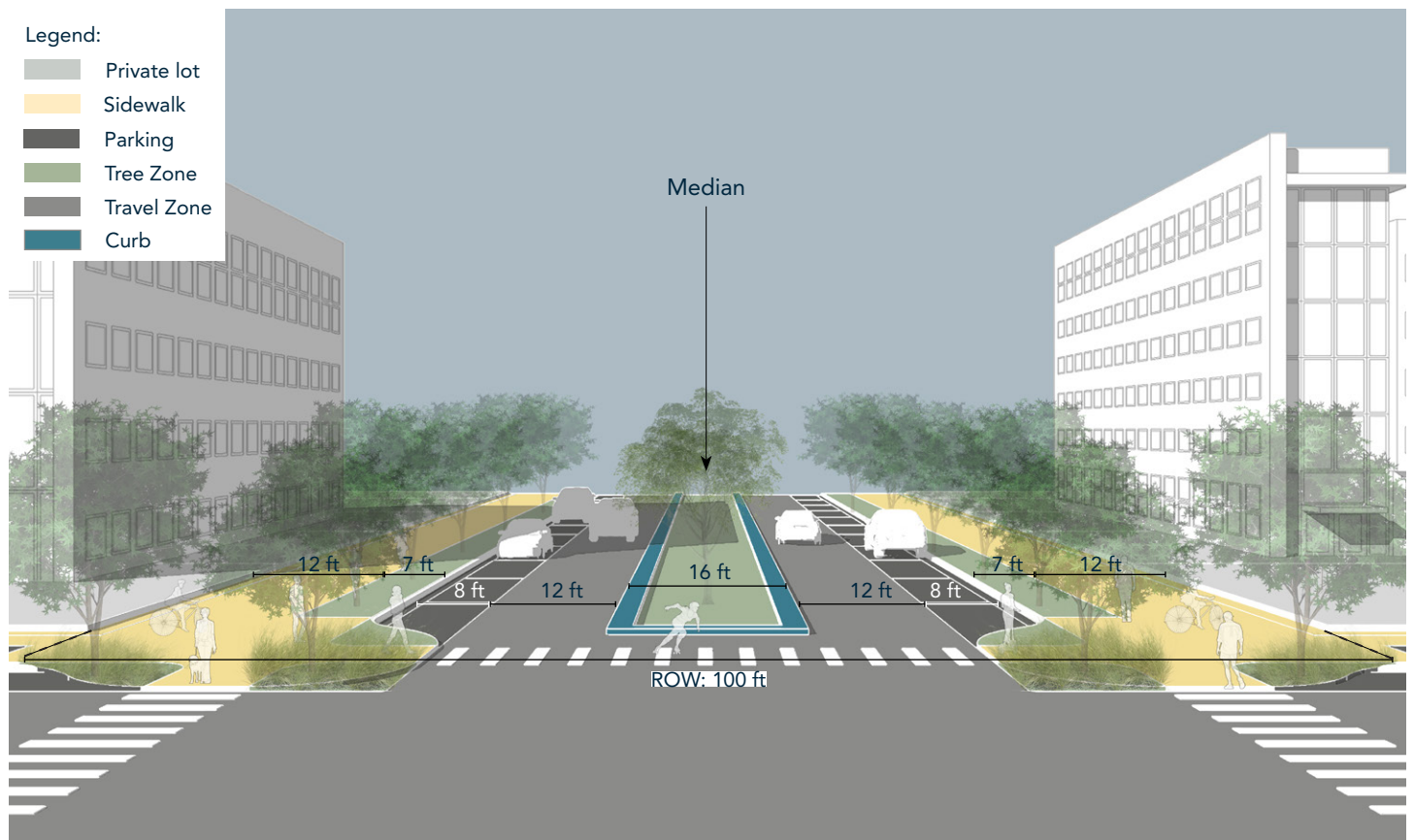


Figure 93: Perspective Section Through Community Boulevard - 2 lane

STREET SECTIONS

COMMUNITY

BOULEVARD - 4 LANE

A community boulevard is a long-distance street that is designed for the most intense mixed use and commercial areas. Turning movements should be limited on community boulevards when possible and vehicular access to private lots should be from secondary streets or alleys. Bicyclists and pedestrians are typically separated from vehicular traffic and transit should be prioritized along Community Boulevards.



Source: HDR

Boulevards serve commercial uses.



Source: HDR

Boulevards provide for high-density development.

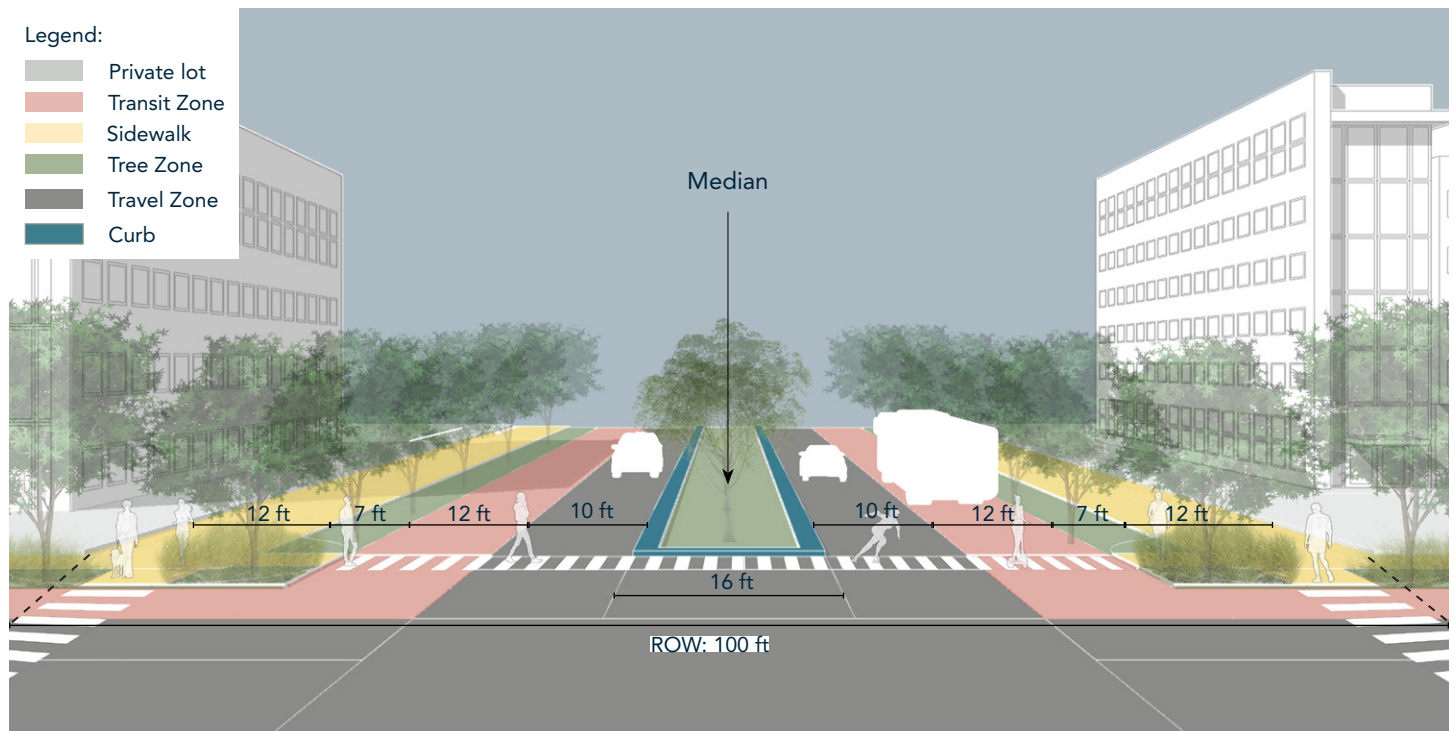


Figure 94: Perspective Section Through Community Boulevard - 4 lane

MULTI-WAY BOULEVARD

A multi-way boulevard is a boulevard section with an adjacent access lane. The access lane is separated from the primary boulevard section and provides local access to driveways and parking. Multi-way boulevards have larger right-of-way needs, but serve the function of separating through traffic, local traffic, pedestrians, any cyclists well. Special consideration should be given to intersection treatments on multi-way boulevards.



A multi-way boulevard with angled parking.

ON GOING RECOMMENDATIONS

Several transportation issues identified previously in the 2004 Comprehensive Plan continue to remain relevant for the City of Taylor. With the CAMPO 2045 Plan forecasting Williamson County's population to reach nearly 1.4 million residents by 2045, these issues will only become more pressing as travel demand in and around Taylor grows.

COMPLETE "THE LOOP"

"The Loop" surrounding the core of Taylor should be completed to provide mobility around the City of Taylor. Streets within the core of the City of Taylor will focus on connecting people within the community, promoting vibrant places that encourage economic activity. Completion of "The Loop" would provide relief from truck noise and roadway congestion by removing through vehicle and truck traffic from other roadways through Taylor. Williamson County is currently conducting a Chandler Road Extension Planning and Preservation Study as part of the County's Long Range Transportation Plan. This project will extend Chandler Road east to FM 619 and south to SH 79 completing the northeastern section of "The Loop".

MULTIMODAL TRANSPORTATION

Additional sidewalk and bicycle facilities are needed to supplement the existing infrastructure and provide multimodal connectivity. The City of Taylor has made strides to improve bicycle and sidewalk infrastructure, especially in new developments, but additional multimodal facilities are needed to provide connectivity along existing roadways and in older parts of the city.

TAYLOR MUNICIPAL AIRPORT

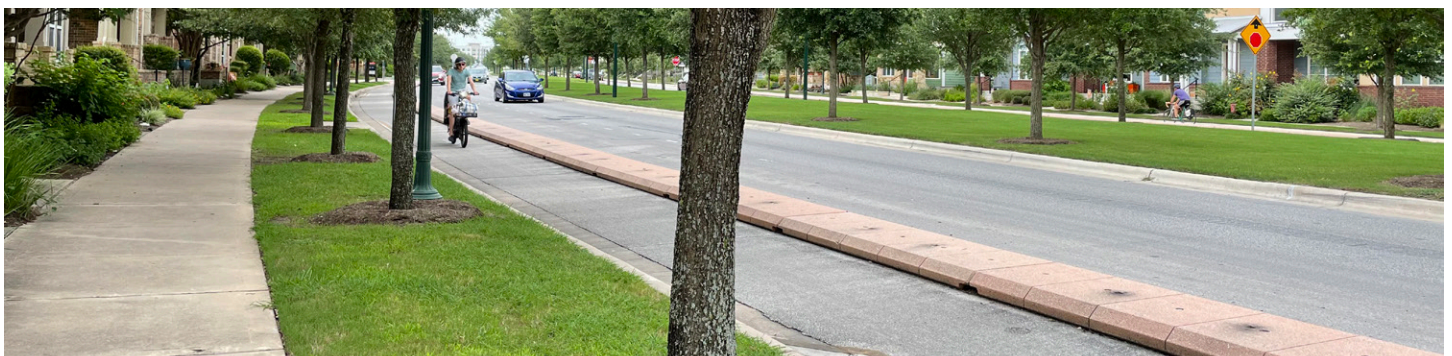
The Taylor Municipal Airport requires continuing maintenance to serve its role as a catalyst for economic development for the City of Taylor and the surrounding area. The City of Taylor Capital Improvement Plan includes new pavement area for expansion of aircraft parking and rehabilitation of existing parking apron and taxi lanes. The city should continue to support and expand its airport as needed.

RAILROAD

The Union Pacific Railroad (UPRR) owns a rail yard in the City of Taylor, along with tracks running both north/south and east/west through the City. Major regional commercial train traffic runs through Downtown Taylor. This is a source of considerable noise, but it also benefits Taylor economically. New roads must consider safety and traffic impacts when crossing UPRR tracks.

AMTRAK/TRANSIT

A lack of a fixed route transit system was identified in the 2004 Comprehensive Plan. The Plan recommended leveraging the existing Amtrak service in Taylor to serve as a regional rail hub that expands transit service. CARTS has since constructed a Transit Station in Taylor though separated from the Amtrak Station. Continued coordination with Taylor's Main Street program, CARTS, Amtrak and Union Pacific Railroad to expand transit services in the City.



Bicycle facilities can be retro-fit into existing streets.

Source: HDR

SUMMARY AND KEY TAKEAWAYS

1

Build Streets and Roads.

A “stroad” is a term coined by Strong Towns to characterize a multi-laned facility that is a dangerous combination of a street and a road,. Streets are places where people intersect with business and residences and are the framework for creating community wealth, and roads are high-speed connections between productive places. This combination of dual-purpose facilities doesn’t serve either purpose well. “Stroads” have developed in many cities, including some parts of Taylor as development patterns became focused on the movement of automobiles.

Main Street, north of Lake Drive, is an example of a “stroad” within Taylor. It is a large, divided four-lane roadway with approximately 60 feet of pavement width. The posted speed limit is 45 miles per hour. Driveways are closely spaced, in some places less than 50 feet apart. A wide, 10’ shared-use path is provided on one side of Main Street. Traffic volumes were approximately 17,000 vehicles per day in 2020. This road is currently providing a regional facility, connecting Bastrop to Temple, and serving as access for regional retail land uses. The existing traffic volumes could be served by a smaller street-section that would be easier to maintain but is challenging because of the regional nature of this facility. The number of access points creates significant conflict points between turning vehicles, through vehicles, and pedestrians that raises safety concerns. Pedestrian amenities are provided, but largely underutilized due to the adjacent high-speed traffic and a lack of pedestrian-oriented businesses.

A well-planned thoroughfare system with an integrated land use map will eliminate the development of these dual-purpose facilities. A goal of this plan is to define transportation facilities and their primary function. Regional roadways will function as roads that efficiently move people and goods between communities. Streets, neighborhood avenues, and community boulevards, will function as streets that serve the neighborhood and community businesses and prioritize people over automobiles.



Improves connectivity, maintaining community character



Maximizes use of existing roadways, promoting fiscal sustainability

Source: strongtowns.org



Streets:

- Slow traffic
- Put people, bicycles, and transit first, not automobiles
- Intensify adjacent land use
- Embrace complexity

Source: strongtowns.org



Roads:

- Limit access
- Separate automobiles from other modes
- Do not allow adjacent land use to degrade capacity
- Simplify



A “stroad” in North Taylor serves too many functions

2

Designing streets for economic productivity and roads for traffic movement.

Smart Growth America defines Complete Streets as “streets for everyone.” They are designed to enable safe access for people of all ages and abilities, for all modes of travel, and to respond to the communities they serve. A complete street in Taylor will look different from a complete street in another community. Complete streets should integrate multimodal components, integrated traffic calming, curb management, and leverage technologies appropriate for each individual street. Complete streets improve health, safety, and equity for Taylor residents while creating livable communities. Taylor should integrate complete streets into the street and boulevard sections. Local streets should include parking and sidewalks. Avenues should include parking and wide sidewalks that access local businesses. Bicycle facilities may be appropriate on some avenues. Boulevards should include parking, wide sidewalks, separated bicycle facilities, and provide for future transit usage. Taylor should also revisit the existing transportation system for opportunities to expand complete streets components.



Improves all modes of travel, maintaining community character



Create public spaces and integrate transit, supporting inclusive growth



Multimodal transportation allows for housing diversity

3

Improve network connectivity.

New developments should support transportation connectivity by providing multiple street connections to existing roadways and connections to adjacent developments. This promotes efficient traffic distribution and helps prevent congestion at major, concentrated intersections. This desire for connectivity should be balanced with the need for access control, especially on boulevards and regional roadways, to promote safety and efficient traffic operations.



Improves connectivity, maintaining community character



Maximizes use of existing roadways, promoting fiscal sustainability

4

Integrate access management.

An abundance of access points, such as driveways, in close proximity, can increase congestion and crashes. Implementation of an access management policy will balance access to businesses, institutions, and residences with roadway safety and mobility. Regional roadways should prioritize the throughput of vehicles. Minimal access points are desirable on regional roadways, limiting connections to streets and major intersections. Commercial driveway access should be established from side streets. Community boulevard design will integrate access management techniques, including the incorporation of medians. Joint-access driveways and side street connectivity support the minimization of connections to boulevards and regional roadways.



Integrate access management into development standards that result in economically resilient building types

SUMMARY AND KEY TAKEAWAYS

5

Use traffic calming to reduce speeds.

Traffic speeds within residential areas are a concern for safety and comfort of residents as well as pedestrians and bicyclists. Traffic calming and complete street design concepts should be used to promote safety and to encourage multimodal use by slowing vehicles and separating vehicles and vulnerable streets users. Several design elements will integrate traffic calming into the design of streets, including:

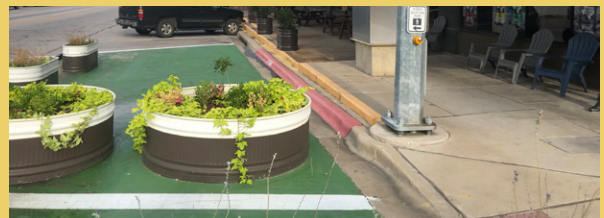
- Narrow travel lanes
- On-street parking
- Wider sidewalks
- Curb extensions and bulb outs
- Raised crosswalks
- Street trees



Creating streets with integrated traffic calming elements create spaces for people and maintains community character



Right-sizing roadways by implementing traffic calming elements creates sustainable infrastructure



Low-cost traffic calming improvements slow cars

Source: HDR

6

Develop and implement a ADA transition plan.

The Americans with Disabilities Act (ADA) requires public entities to develop an ADA Transition Plan for bringing public facilities into compliance with ADA guidelines for accessibility. While many newly-constructed curb ramps, sidewalks, signals, and other public facilities within Taylor comply with ADA guidelines, older facilities should be updated to provide accessibility for all users. The City of Taylor should create an ADA Transition Plan that identifies physical barriers that limit accessibility to programs, activities or services, as well as methods to remove those barriers and a schedule to complete the work.



Accessible public spaces is essential to inclusive growth

7

Develop and implement a way finding strategy.

Many roads and destinations around the City of Taylor lack signage that would help visitors and residents easily locate their destination. The City should work to install guide signs, especially along major routes and near important attractions to help people find their way. This can help improve traffic and tourism within the City.



Accessible public spaces is essential to inclusive growth

8

Develop a Vision Zero program.

Vision Zero is an international safety initiative with the goal of zero fatalities and serious injuries on the roadway network. A safe, healthy, and equitable mobility system is a priority for the City of Taylor. The city should develop a Vision Zero program that defines actionable steps to provide safe mobility. This program should consider design, human behaviors, policies, and technologies to eliminate crashes. Implementation of a Vision Zero Policy requires key components for a successful program:

- Political commitment
- Multidisciplinary leadership
- Cooperation and collaboration
- Action plan
- Equity
- Systems-based approach
- Data-driven
- Community engagement
- Transparency



Safety of all road users is critical to inclusive growth



City improvements lead to safer places for pedestrians and vehicles.

Source: HDR



CHAPTER 4

HOUSING & NEIGHBORHOODS

↳ INTRODUCTION

↳ EXISTING CONDITIONS

↳ RESIDENTIAL TYPOLOGIES

↳ SUMMARY AND RECOMMENDATIONS

INTRODUCTION

The land use element of Envision Taylor Comprehensive Plan provides a framework for making decisions and setting policy about what will be built and where. Land use decisions impact public spaces, development patterns, and overall quality of life. The table below includes the policy statements that should be used when making land use decisions and links them to the most relevant Big Ideas.

POLICY ID	BIG IDEA	POLICY STATEMENT
H1	 Diverse Housing	Neighborhoods should have a mix of housing affordable to all income levels and age groups.
H2	 Inclusive Growth	Programs and policies should be developed to assist existing residents so that they can stay in their neighborhoods.
H3	 Inclusive Growth	Housing policies and development regulations should consider the need to reduce the gap between median income and rental rates or sales price of housing.
H4	 Fiscal sustainability and infrastructure	Infill missing middle housing and accessory dwelling units should be prioritized over new, large lot single family development.

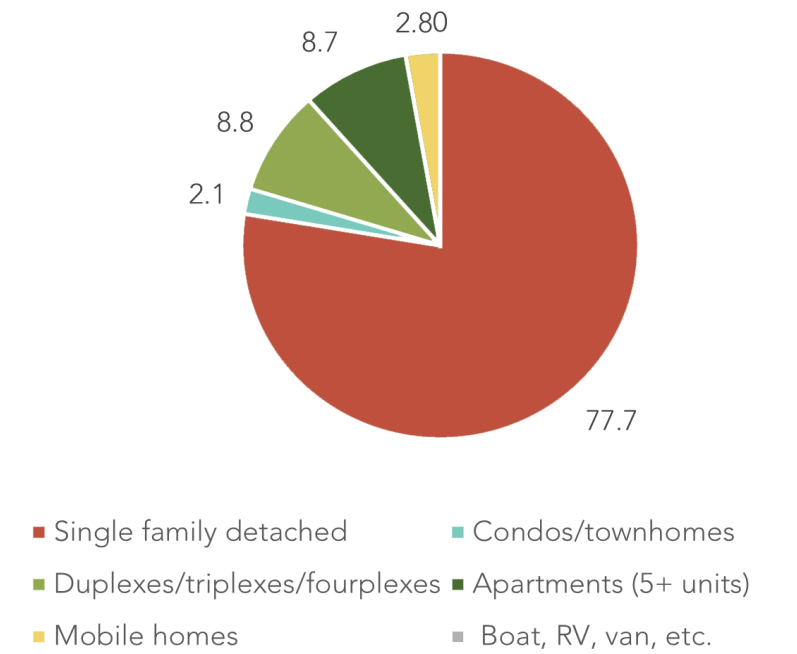


EXISTING CONDITIONS

The US Census counts approximately 5,732 housing units in Taylor. The following section analyzes the type of housing, condition of housing, occupancy of housing, and affordability of housing for Taylor residents now and into the future.

HOUSING TYPE

Taylor’s housing stock is made up primarily of single family detached homes (77.7 percent) followed by Duplexes / Triplexes / Fourplexes (8.8 percent) and Apartments (8.7 percent). The percentage of Taylor’s housing stock made up of single-family detached housing is greater than Williamson County, the State of Texas and all other comparison cities with the exception of Hutto and Leander. Taylor has the highest percentage of Duplex / Triplex / Fourplex housing types which are often referred to as missing middle housing types.



Source: Decennial Census, American Community Survey

Figure 95: Taylor’s Occupied Housing by Type

	State of Texas	Williamson County	Taylor ★	Round Rock	Leander	Cedar Park	Hutto	Bastrop City
Single Family Detached	65.2%	73.2%	77.7%	68%	87.5%	75%	94.7%	68.9%
Single Family Attached	2.6%	2.3%	2.1%	2.2%	0.8%	1.4%	2.4%	2.5%
Duplexes/ Triplexes/ Fourplexes	5.1%	4.3%	8.8%	5.1%	0.9%	2.4%	1.8%	4.9%
Apartments (5+ Units)	19.7%	17.7%	8.7%	24.6%	7.5%	19.9%	0.5%	21.3%
Mobile Homes	7.2%	2.5%	2.8%	0.3%	3.3%	1.3%	0.7%	2.4%

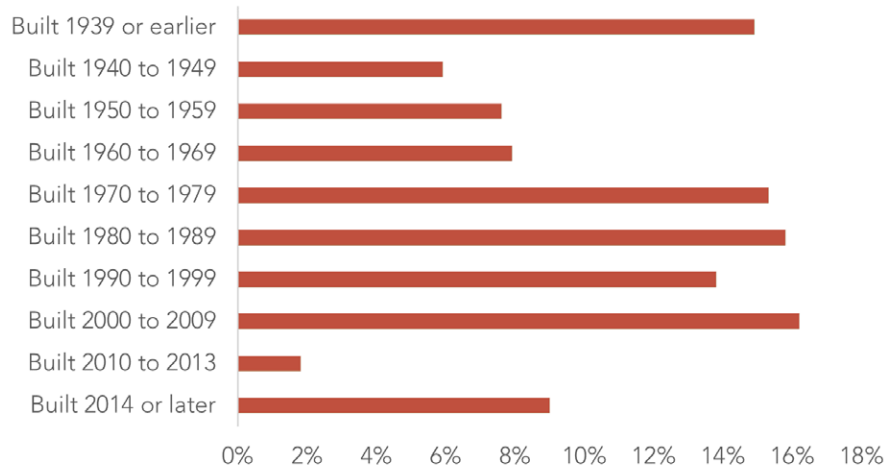
Figure 96: Occupied Housing by Type

Source: Decennial Census, American Community Survey

EXISTING CONDITIONS

AGE AND CONDITION OF HOUSING

The majority of Taylor's Housing Stock was created from 1970-2009 (72 percent). Additionally, a significant portion, 15 percent, of Taylor's Housing Stock is from 1939 or earlier. Older homes typically have higher maintenance costs associated with them, placing more of a cost burden on the owners. This could also be a result of the many restored/renovated homes located within Taylor.

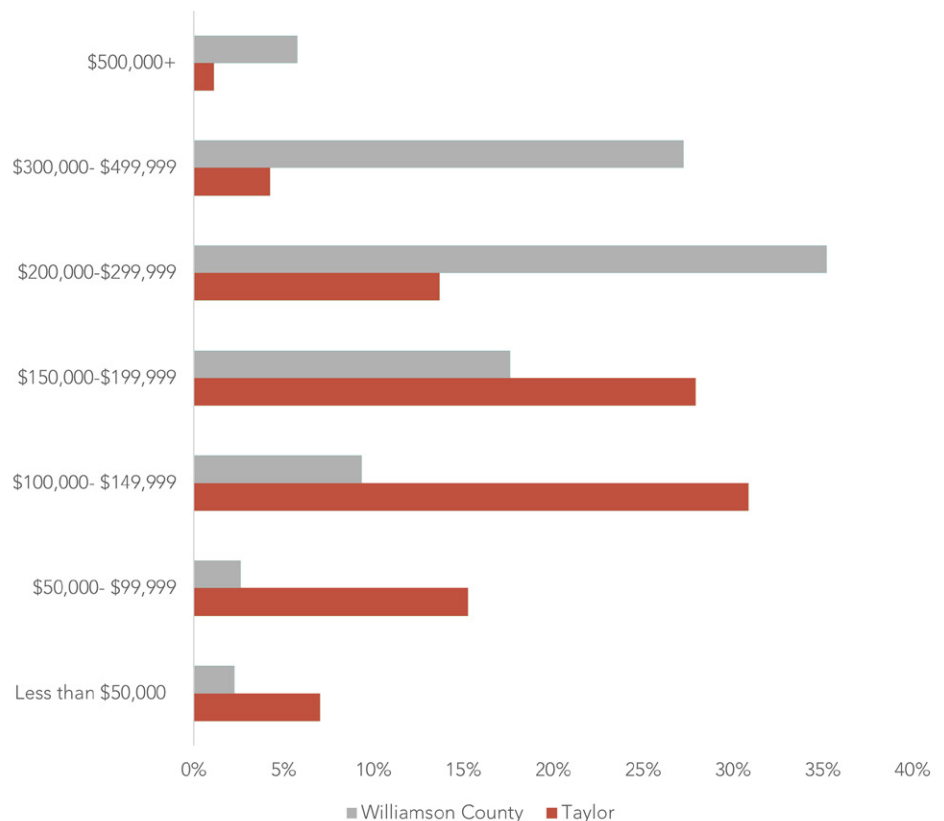


Source: Decennial Census, American Community Survey

Figure 97: Housing Stock Age in Taylor

VALUE OF EXISTING HOUSING

Taylor's home value trends do not align closely with Williamson County's. The value of Taylor's existing housing stock is significantly lower than Williamson County. The majority of Taylor's home values are within \$100,000- \$199,999 range, whereas Williamson County's majority lies within the \$200,000- \$499,999 range. Additionally, about 22% of Taylor's housing stock is worth less than \$100,000, whereas Williamson County only has about 5% of its housing stock within that range. This could be a result of Taylor's housing stock being smaller, older, or more deteriorated when compared to Williamson County's housing stock. Preservation and maintenance of this older housing stock is key to retaining affordable housing options for Taylor residents at lower income levels.



Source: Decennial Census, American Community Survey

Figure 98: Value of Existing Housing in Taylor

HOMEOWNERSHIP RATE

The ownership rate in the City of Taylor is higher than the ownership rate in the State of Texas (61.9 percent) but lower than the ownership rate in Williamson County (68.8 percent).

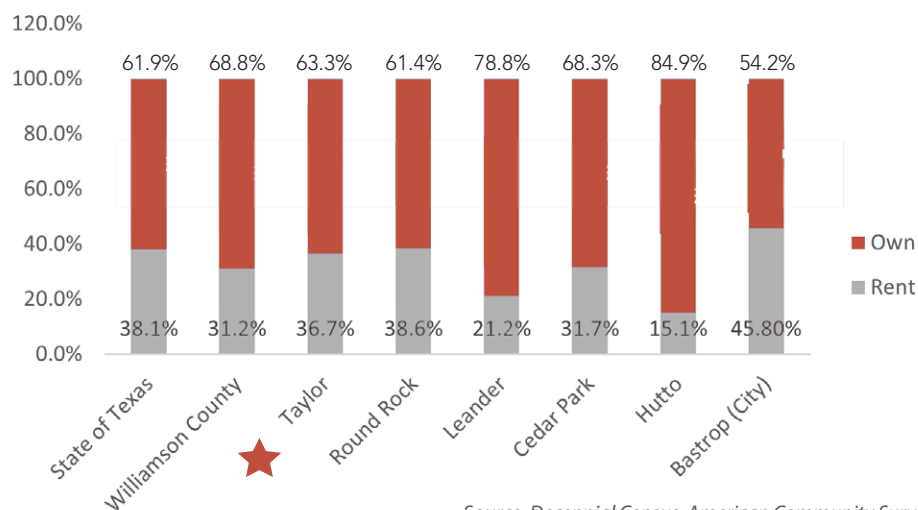


Figure 99: Homeownership Rate in Taylor

SINGLE FAMILY RESIDENTIAL HOME CONSTRUCTION

Single Family permit data in the City of Taylor indicates that the number of new homes constructed since 2017 will more than double in 2020. The average size of homes has been decreasing since 2017 but the permit value reported was decreasing prior to 2020 when it began increasing despite smaller homes being constructed on average.

	# of Permits	Average Square Feet	Average Permit Value	Average Value Per Square Foot
2017	81	2,456	\$275,347.30	\$112.13
2018	59	2,364	\$268,567.79	\$113.62
2019	159	2,302	\$256,766.34	\$111.52
2020	179	2,167	\$267,690.54	\$123.55

Source: City of Taylor Permit Data

Figure 100: New Single Family Home Trends in Taylor

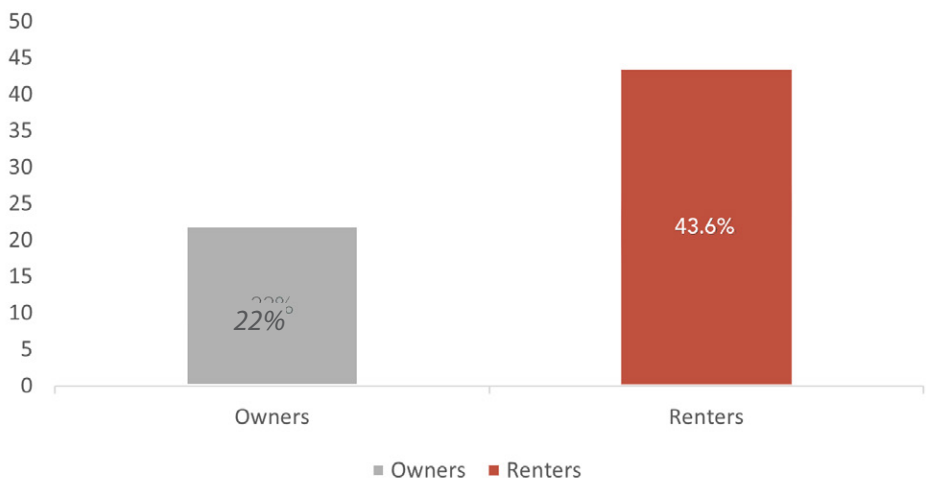
EXISTING CONDITIONS

HOUSING AFFORDABILITY

The federal definition of affordability utilized by the United States Department of Housing and Urban Development (HUD) says that:

1. Housing costs are “affordable” if they do not exceed 30 percent of a household’s gross monthly income.
2. “Costs” include basic utilities, mortgage insurance, HOA fees and property taxes in addition to monthly rent or mortgage.

In Taylor, 22 percent of owner-occupants as well as 43.6 percent of renters are cost-burdened.



Source: Decennial Census, American Community Survey

Figure 101: Cost-Burdened Households in Taylor

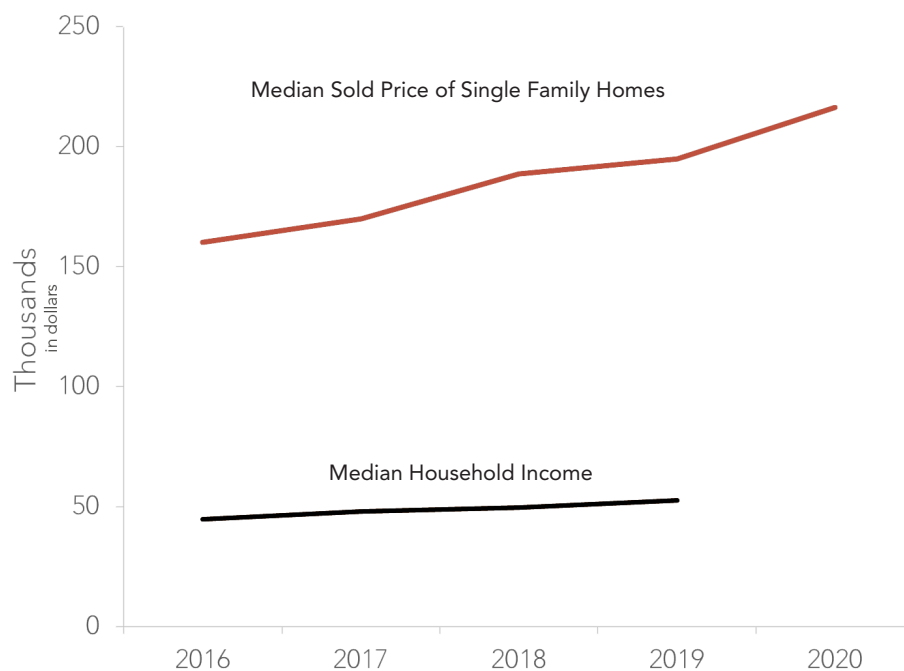
SINGLE FAMILY HOME PRICES

The median price of a single family home sold in Taylor has increased by an average of 7.1 percent per year for the past 5 years with the highest increase from 2019 to 2020 where the median price of a home sold in Taylor increased by 11 percent.

Incomes during this same time period have not increased by this rate to keep up with the growth. Median income in the City of Taylor has only increased by 1.3 percent annually since 2010.

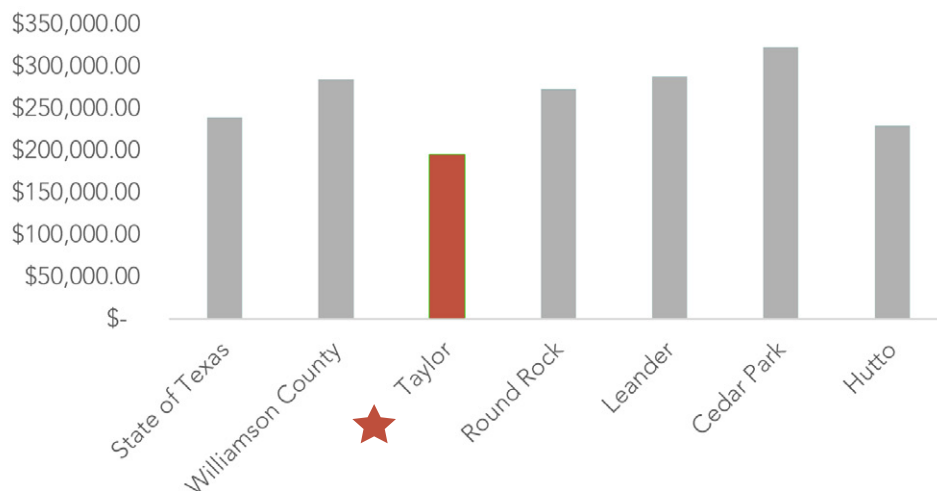


As the cost of land and construction costs continue to increase the cost of a single family home is projected to increase as well. This trend where the median price of a home grows faster than the median household income will result in a wider housing gap over time. This chapter explores the incorporation of missing middle housing types to address the growing unattainability of detached single family homes.



Source: MLS Data; American Community Survey

Figure 102: Median Sold Price of Single Family Homes vs Median Household Income since 2016



Source: MLS Data; American Community Survey

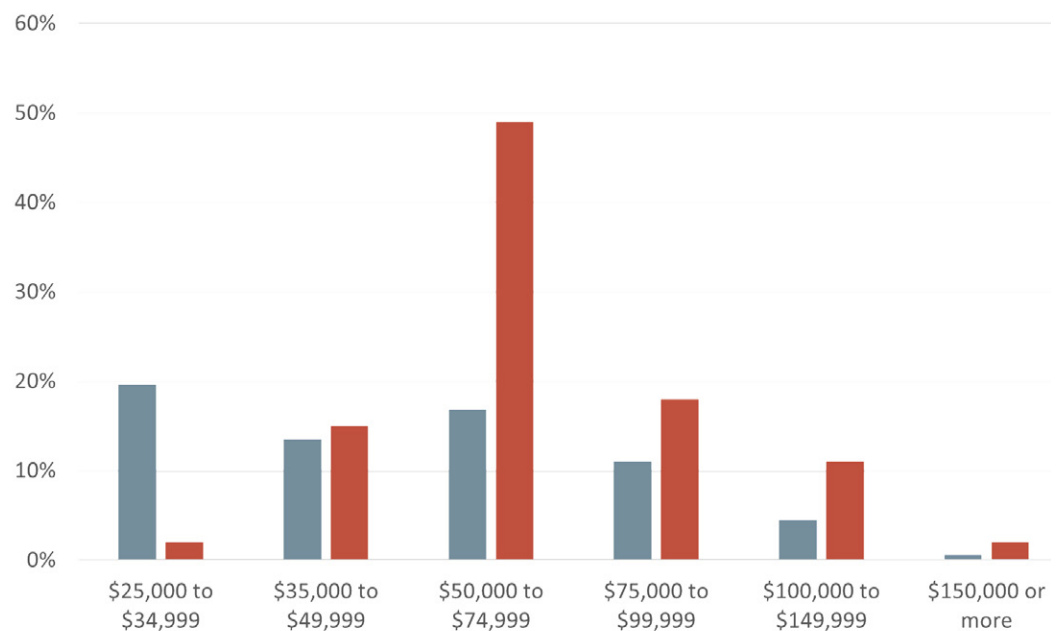
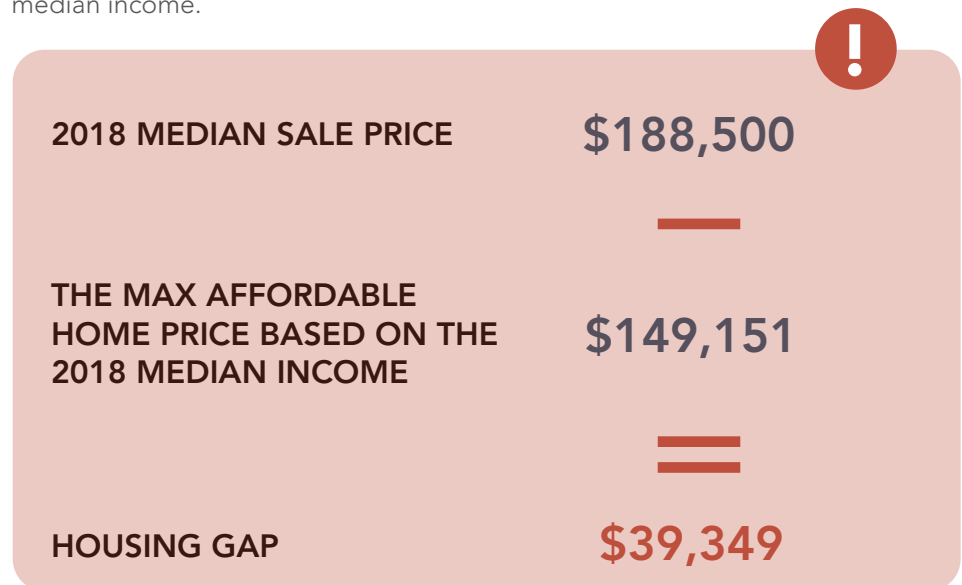
Figure 103: Median Sold Price of Single Family Homes

EXISTING CONDITIONS

HOUSING GAP

In addition to identifying cost-burdened residents, another tool to monitor housing affordability in a community is comparing the housing costs in a community to the income levels. This can be achieved by comparing home prices to incomes in the community and is referred to as the housing gap. *Figure 109: Housing Affordability Chart in Taylor* below calculates the cumulative housing gap in Taylor by income level. Residents earning less than \$25,000 per year are not included in the housing gap because they are not at an income level to support home ownership. For renters making less than \$50,000 per year that would like to enter the homeownership market, there is not enough supply available at that income level. In Taylor, the cumulative housing gap for renters wanting to purchase a home and making less than \$50,000 per year is -16.1 percent. In addition, only 5 of the homes sold for less than \$150,000 were built in the last 20 years.

A more simple way to express the housing gap in a community is a simple comparison between the median sale price of a home and the maximum affordable home price based on the median income.



Source: MLS Data; American Community Survey

Figure 104: Percent of Renters compared to Percent of Homes sold in 2018

	Maximum Affordable Home Price*	Renters		Sold Homes 2018		Purchase Gap	Cumulative Gap excluding >\$25,000
		Pct.	Num.	Pct.	Num.		
Less than \$25,000	\$75,000	34.1%	645	3%	8	-31.1%	
\$25,000 to \$34,999	\$104,997	19.6%	372	2%	4	-17.6%	-17.6%
\$35,000 to \$49,999	\$149,997	13.5%	255	15%	38	1.5%	-16.1%
\$50,000 to \$74,999	\$224,997	16.8%	318	49%	121	32.2%	16.1%
\$75,000 to \$99,999	\$297,000	11.0%	208	18%	45	7%	23.1%
\$100,000 to \$149,999	\$449,997	4.5%	85	11%	27	6.5%	29.6%
\$150,000 or more	\$449,997+	.6%	11	2%	4	1.4%	31.0%
Total							-33.7%

* Maximum affordable home price is an estimate based on a conservative estimate of a person being able to afford a home that is 3 times their income.

Figure 105: Housing Affordability Chart in Taylor

RESIDENTIAL TYPOLOGIES

ADDITION OF THE MISSING MIDDLE

Missing middle housing refers to a range of house scale buildings with multiple units, compatible in scale and form with detached single family homes, located in a walkable neighborhood. Existing codes in many cities make it difficult to create missing middle housing, so they aren't as common as single-family or large apartment developments. When allowed, missing middle housing is a more attainable building type for many reasons. Missing middle housing typically has a smaller width, depth and height than large multifamily complexes. The smaller buildings

and lots allow a range of housing types to be blended into an existing neighborhood without disrupting the residential character surrounding them. Density for these development types are often higher than 16 dwelling units per acre and support a walkable area, but do not look like dense multifamily apartment buildings. Missing middle housing also has the potential to deliver affordability that local property owners and developers can take advantage of because of smaller, less expensive lots and less expensive construction costs. A code that identifies and allows missing

middle housing is positive, but there are many other factors that influence the development of missing middle housing that should be considered. These include availability of financing, cost of construction, length of time for approvals, impact fees, and parking requirements.

Missing middle housing is projected to increase from approximately 23% to 43% of all housing in the City as the Comprehensive Plan and Future Land Use Map are implemented.

Legend:

- Detached House Large Lot (Lots greater than 5,000 Sf)
- Accessory Dwelling Unit
- Detached House Small Lot (Lots less than 5,000 Sf)
- Attached House
- Mobile Home
- Courtyard Housing
- Duplex
- Triplex / Quadraplex
- Apartment building: 5 - 9 units
- Apartment building: 10 - 19 units
- Apartment building: 20 + units



Figure 106: Missing middle housing graphic

Source: Opticos



Figure 107: Existing percentage of residential typologies

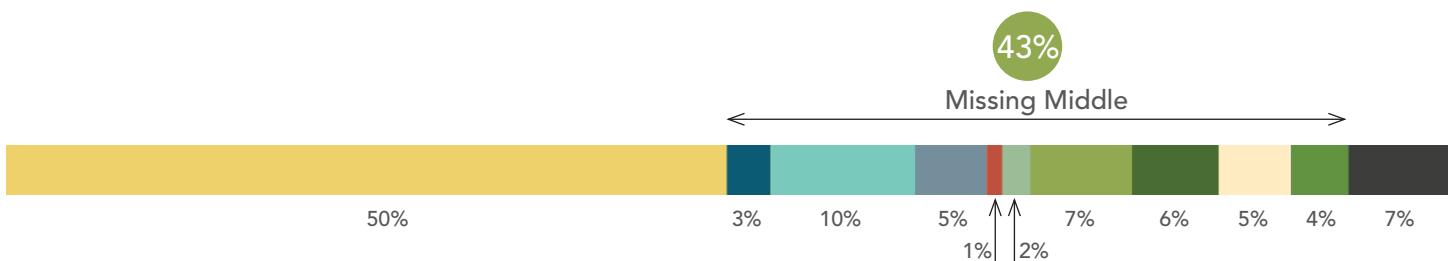


Figure 108: Proposed percentage of residential typologies

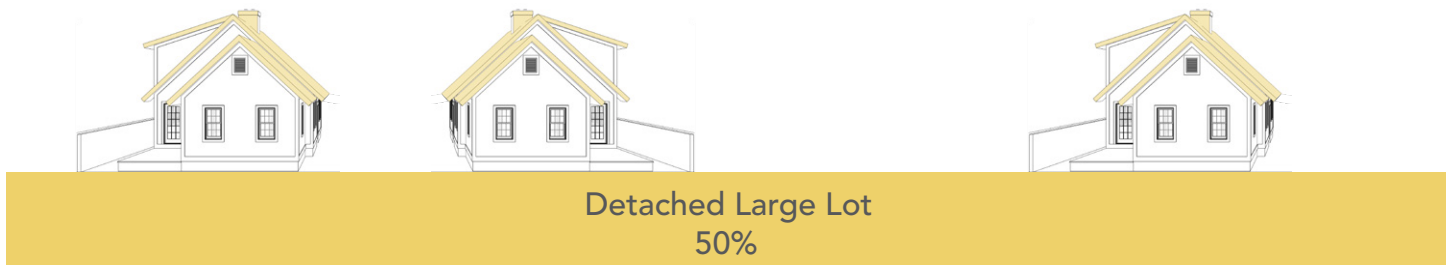


Figure 109: Detached Large Lot

DETACHED HOUSE LARGE LOTS: TARGET 106 UNITS PER YEAR

Conventional detached homes on lots greater than 5,000 square feet make up the majority of housing being built in Taylor now and projected into the future. This housing product serves a need for housing particularly for larger families with children. This product type is becoming less and less affordable as both construction cost and land costs continue to rise. Infrastructure costs are high on a per unit basis due to the wider lots and need to extend streets and utilities further distances.



Detached large lots with spacious backyards.
Source: Zillow



This is typical 2-story suburban home with 2 car-garage.
Source: Zillow

RESIDENTIAL TYPOLOGIES



Figure 110: *The Missing Middle*

ACCESSORY DWELLING UNIT: TARGET 14 NEW UNITS PER YEAR

Accessory dwelling units are second houses, garage apartments, granny flats, backyard houses, or offices built alongside single-family homes. Accessory dwelling units provide diverse affordable housing options with a lower intensity. In many cases, accessory dwelling unit standards allow for the conversion of existing structures (such as garages) into secondary dwelling units or as new accessory structures constructed on the existing available space (such as a backyard) of a single parcel. Accessory dwelling units are an affordable type of development because they use existing infrastructure and land, when compared to single or multifamily developments. Accessory dwelling units can increase the density of single-family neighborhoods without negatively impacting the existing neighborhood fabric or character. Accessory dwelling units can also increase the socioeconomic diversity of a neighborhood by providing lower-cost rental housing that is more affordable, resilient, built to today's energy and flooding standards, and building net worth for homeowners.



Accessory Dwelling Units like this one are often accessed from the alley.
Source: [Neighborhoods.com](https://neighborhoods.com)

DETACHED HOUSE SMALL LOT: TARGET 53 NEW UNITS PER YEAR

Detached homes on small lots can be built on vacant lots in infill areas or as new greenfield development. New smaller lots can also be created by subdividing corner lots or larger city lots into two or more lots of less than 5,000 square feet that can accommodate smaller homes. It is important to note that there are many smaller homes existing within the City of Taylor. Efforts to preserve and maintain these smaller structures and creating opportunities to place additional structures on the lot is important to meeting targets for new units and maintaining affordability.



Detached small lot homes like this one are often built in infill areas.



Several homes fronting the street.
Source: [Avenue CDC](https://avenuecdc.org)



Figure 111: The Missing Middle

ATTACHED UNITS: TARGET 28 NEW UNITS PER YEAR

Attached units are typically defined as two to three homes that share a wall and are each on individual lots. Attached homes are also referred to as townhouse units. They provide an opportunity for more affordable home ownership. This housing type typically includes a small yard that requires minimal maintenance and upkeep which can be desirable for young professionals or retirees. Attached homes maximize the infrastructure needed to support them.



Here is an example of attached units which are often found in urban areas.
Source: Daniel Parolek



Attached units vary in style from a rowhouse to a large multiplex house.
Source: Daniel Parolek

COTTAGE COURTYARD: TARGET 14 NEW UNITS PER YEAR

A Cottage Courtyard development typically consists of three to nine small homes arranged around a common courtyard. The homes front on the courtyard and can be either owned or rented. This housing type is a good option for larger lots in existing neighborhoods. The shared spaces provide outdoor space with little to no maintenance requirements and can be desirable for smaller families and retirees. Homes are typically around 1,200 square feet and provide a great option for affordable home ownership that maximizes infrastructure per unit.



Cottage courtyard units provide opportunities to interact with neighbors.
Source: The Cottage Company



The typology provides a great access to common green space.
Source: Opticos Design

RESIDENTIAL TYPOLOGIES

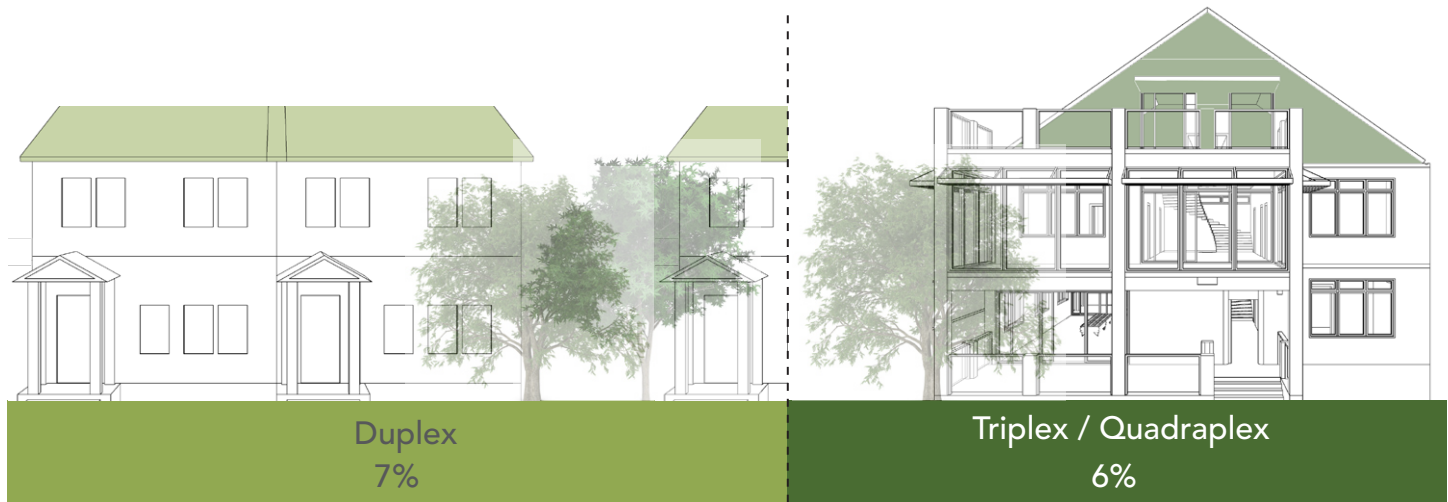


Figure 112: The Missing Middle

DUPLEX: TARGET 28 UNITS PER YEAR (14 BUILDINGS)

A duplex can take on many different forms from stacked to side-by-side or front to back. At least one-side of a duplex is typically rented and sometimes both sides. This housing type provides opportunities to integrate renters within a neighborhood in housing types that conform with the character of the neighborhood. Duplexes fit in nicely on a corner lot where there is opportunity for frontage and access from both streets. It offers the opportunity for an owner to reside in one side while building wealth with rental on the other.



A duplex on a corner lot can front both streets.

Source: City of Portland



Side by side duplex are a common form of duplex housing.

Source: Daniel Parolek

TRIPLEX / QUADRAPLEX: TARGET 28 UNITS PER YEAR (7 - 9 BUILDINGS)

Buildings containing 3 - 4 units can be seamlessly mixed into a neighborhood and provide opportunities for smaller for-rent product types to be mixed into a neighborhood.



Triplex houses provide owners the opportunity to generate rental income.

Source: Daniel Parolek



A newly built triplex house with access to the street.

Source: Emzed architecture

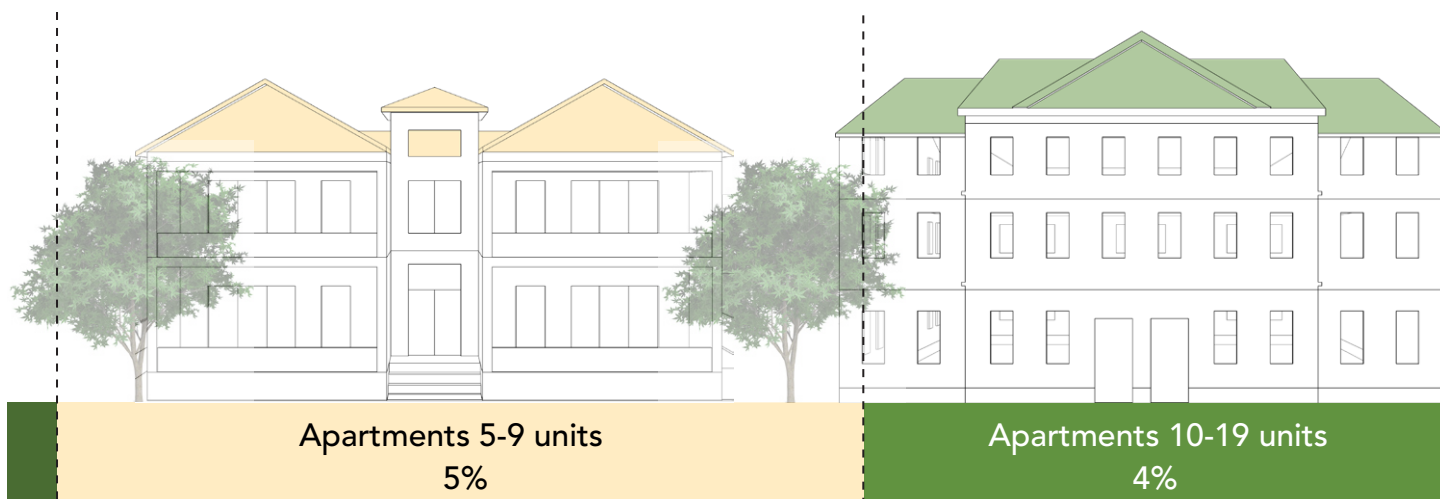


Figure 113: *The Missing Middle*

APARTMENTS 5-9 UNITS: TARGET 21 UNITS PER YEAR (3 - 4 BUILDINGS)

Small apartments with 9 units or less can fit in well within an existing neighborhood or an area transitioning from more intense uses. These buildings can resemble homes from the outside and offer an opportunity for living close in to amenities and within an existing urban fabric of lots and blocks.



Small apartment buildings can provide nicely scaled buildings for neighborhoods.

Source: Daniel Parolek



A small apartment in Taylor can fit 5 - 6 units within a neighborhood

APARTMENTS 10-19 UNITS: TARGET 25 UNITS PER YEAR (2 - 3 BUILDINGS)

Mid sized apartment buildings with between 10 and 19 units can be mixed into a neighborhood and included along larger corridors. These types of apartments can offer living adjacent to important amenities or the downtown.



Urban apartments may be located in mixed use buildings.

Source: Zillow



Small apartments are typically located in areas with good access to services.

Source: Zillow

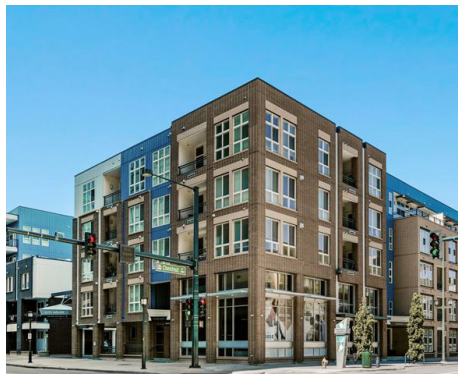
RESIDENTIAL TYPOLOGIES



Figure 114: Apartment building: 20 + units

APARTMENT BUILDING: 20 + UNITS TARGET 35 NEW UNITS PER YEAR

Apartment complexes with 20+ units can be integrated into new mixed-use centers. These urban style apartment buildings are not considered part of the missing middle housing type but are a valuable component to a mixed use center adding the densities needed to support a walkable mixed use environment.



Urban style apartments frame the street and add the density needed for a walkable center.

Source: For rent website



Apartment buildings provide a lot of benefit for urban efficiency.

Source: Vesta Corp website

SUMMARY AND KEY TAKEAWAYS

1

Build more smaller housing.

Building more smaller homes that use less land is one of the key takeaways for becoming more fiscally sustainable as a City. It is also a key element of building new housing that is more affordable. When more units are added within a similarly sized building envelope and on a similarly sized lot construction costs can be reduced. Multiple units are more expensive than a single unit because there are more kitchens and bathrooms but these increased costs can be partially off-set by shared walls and smaller square footages per unit. In addition land costs can be significantly reduced on a per unit basis.

Building more, smaller homes represents the most efficient use of infrastructure, services, and amenities including utilities, streets, parks police and fire, schools and libraries. These services are typically allocated based partially on the proximity. By building more smaller units in close proximity the cost of these services are reduced. By reducing barriers to building more, smaller units within the City and more specifically within existing developed areas, Taylor can achieve it's goals of becoming more fiscally sustainable and more affordable to existing and future residents.



Supports existing neighborhoods and communities.



Small and infill lots match historic development patterns.



Utilizing existing land as a resource promotes resilience.



Infill development supports fiscal sustainability.



Encouraging small housing supports a diversity of needs.

The diagram illustrates four different building mass configurations on .25-acre lots, each divided into a specific number of dwelling units (DUA). The configurations are as follows:

Units	DUA
1	4
2	8
4	16
8	32

DUA = DWELLING UNITS PER ACRE

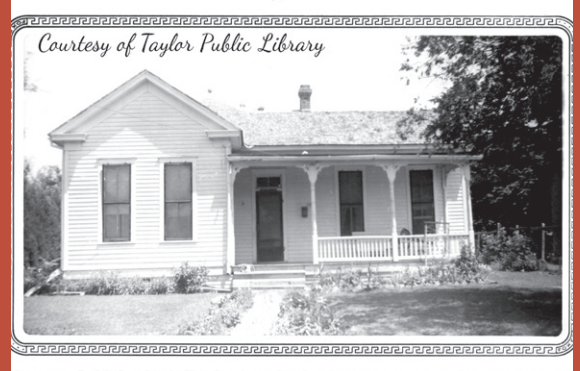
Figure 115: Plot and building mass divided into 1, 2, 4 and 8 units

138

2

Preserve existing housing.

The City of Taylor has many smaller older homes located on larger lots. These homes represent naturally occurring affordability within the community. As property values rise pressure to redevelop these lots with larger less affordable homes may lead to displacement. Programs to assist residents in maintaining older homes, selling off portions of larger lots, or building additional smaller units can help to mitigate displacement caused by rising property values. A housing trust is a tool that can be used to help preserve affordability in the community.



Preserving existing housing helps prevent displacement.



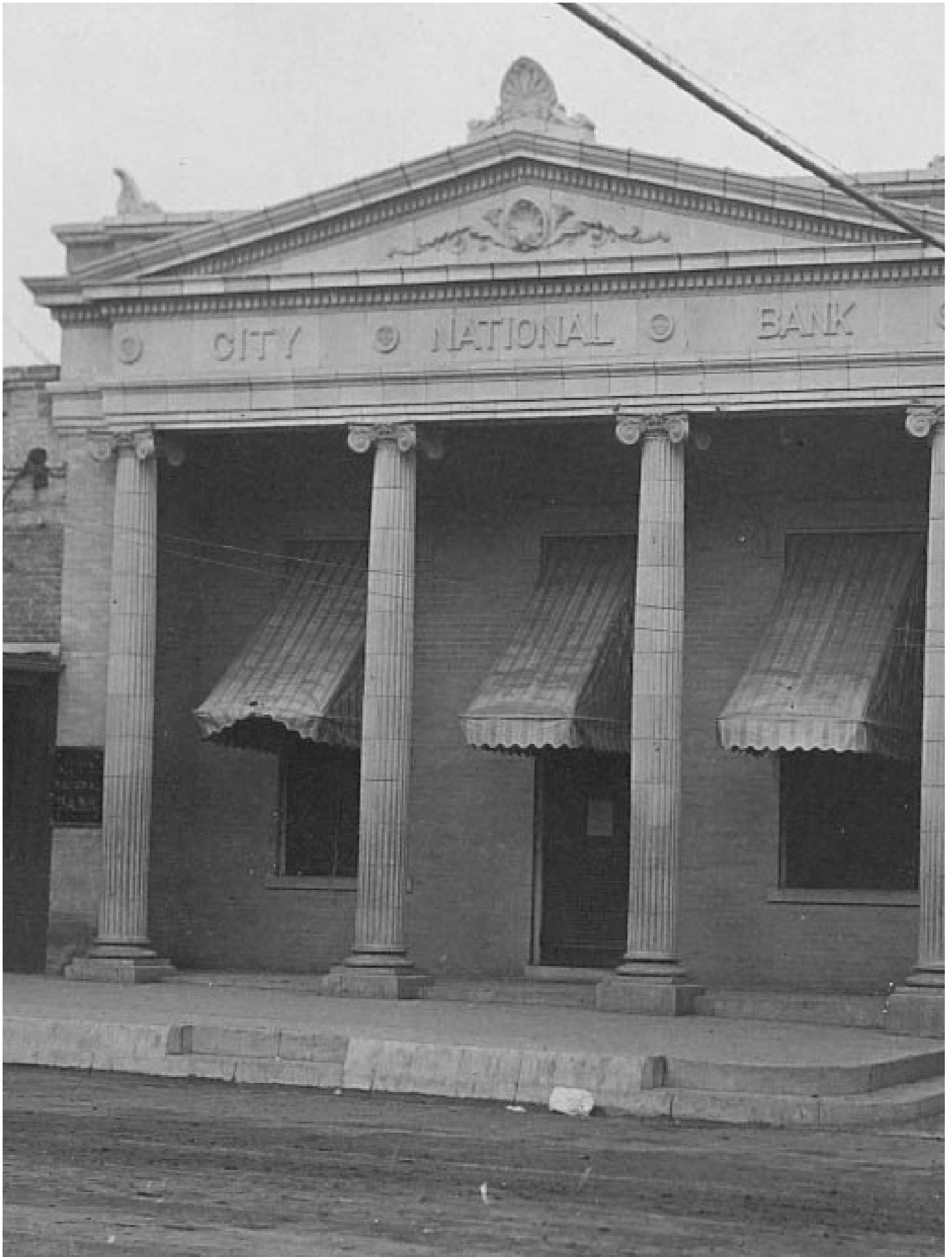
Existing housing represents the character of Taylor.



Existing housing stock is a resource. Its preservation promotes resilience.



Smaller older housing represents naturally occurring affordability.





CHAPTER 5

IMPLEMENTATION

↳ STRATEGIES

STRATEGIES

This section provides strategies that the City of Taylor and local leaders can take to implement the Comprehensive Plan. There are a total of 15 strategies that will move this plan forward from a vision to a reality. Implementation strategies provide a roadmap for success. With an emphasis on the planning and regulatory framework, incentives and financial tools and capital improvements, they provide the necessary actions that will advance the long-term vision of the Comprehensive Plan. The following pages present each strategy in detail. Each strategy includes a list of actions, potential funding sources and leading entities. The strategies should guide the City of Taylor and partners in defining programs, setting priorities, allocating finances and assessing achievements. Over time, this part of the Comprehensive Plan should be revisited and updated to ensure that the strategies remain relevant and current as the City of Taylor continues to evolve.



PROJECTS

Projects are built, permanent, physical changes.



PROGRAMS

Programs are one-time events or ongoing actions that influence the study area but do not require permanent physical changes.



POLICIES

Policies are legal norms, rules, or definitions that control and influence future changes.

ACTION STEPS



FUNDING TOOLS



PARTNERSHIPS

Figure 116: Policies, Projects, and Programs Description

1

TAYLOR PREFERRED GROWTH DASHBOARD

Develop annual budgets to measure growth in the City of Taylor and publish progress on a dashboard located on the city's website. The City should utilize existing permit data; annual census estimations; and coordinate closely with the Capital Area Council of Governments 5 - year growth modeling effort to provide updated population estimates and compare those with the population estimates in this document. The dashboard will help the plan to maintain relevance and encourage accountability towards the goals of the plan. This strategy will raise awareness of the Comprehensive Plan growth strategies and lead to updates and re-calibration of budgets to adjust for updated population projections. This strategy may require staff resources to keep up with the dashboard, update data collection methodologies with permit submittal; and maintain more accurate and updated geographic information.

ACTIONS

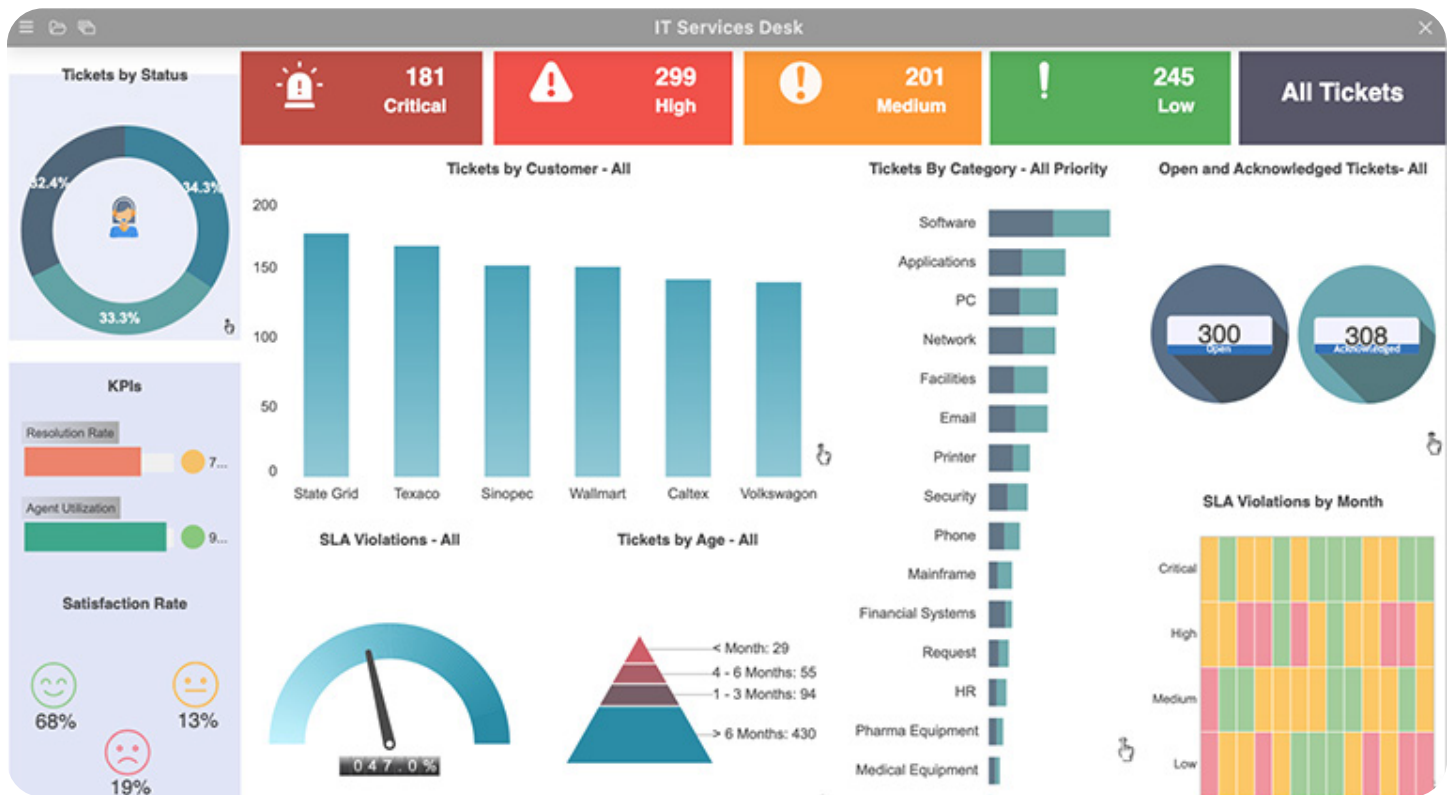
- Identify metrics to track
- Establish a baseline
- Update annually
- Update population projections utilizing annual permit data and 5-year CAMPO modeling updates combined.

FUNDING TOOLS

- Not applicable

PARTNERSHIPS

- Real estate and business community
- Regional governmental entities



Develop annual budgets for growth to be sure that the city is growing as envisioned in the Comprehensive Plan.

2

LAND USE EVALUATION TOOL

A land use evaluation tool would analyze the fiscal implications, infrastructure capacity, housing diversity, and proposed land uses against the goals and projections in the Comprehensive Plan. The growth sectors map would be included as an evaluation tool. These metrics would be presented consistently with every new development proposal. This strategy will help ensure that informed decisions are made about future development and not increase the burden on current tax payers.

ACTIONS

- Establish a template and methodology.
- Update zoning and land use application requirements.

FUNDING TOOLS

- Not applicable

PARTNERSHIPS

- Real estate, development and business community



Establish an evaluation tool to analyze land use proposals that may differ from the future land use map or zoning designations for the property.

3

DIRECT GROWTH TO CENTERS

Use city programs, policies, and projects like reduced impact fees, new capital improvements, infrastructure, and location of city facilities to help catalyze growth. Other policies can include capturing tax increment within new centers and dedicating a certain percentage to improvements within those centers. This strategy can help lead to a more fiscally sustainable future, reduce the burden on infrastructure, and encourage development to match the character of existing development in Taylor. It will be important to find the appropriate balance between investment in new centers and investment in Downtown.

ACTIONS

- Establish a city wide policy for investment in identified centers.
- Adjust current infrastructure programs to consider new centers.
- Prioritize new projects within centers.

FUNDING TOOLS

- Establishment of a Tax Increment District

PARTNERSHIPS

- Real estate and business community
- Public Works Department
- Community services



Prioritize centers for capital improvements and other growth supportive policies that may result in reduced impact fees.

4

UPDATE DEVELOPMENT STANDARDS TO SUPPORT CENTERS AND INFILL

Centers are envisioned as mixed use and walkable places; the city's current development standards do not support this character of development outside of the downtown. Each center has a desired function and character. Development standards need to be updated to allow centers to build out in a way that matches the intent and character. Implementing this strategy will help lead to the development and redevelopment of the centers consistent with the city's goals. This strategy should also streamline development within identified centers. Note that it will be important to balance character based design standards with increases in entitlement to ensure the viability of these centers.

ACTIONS

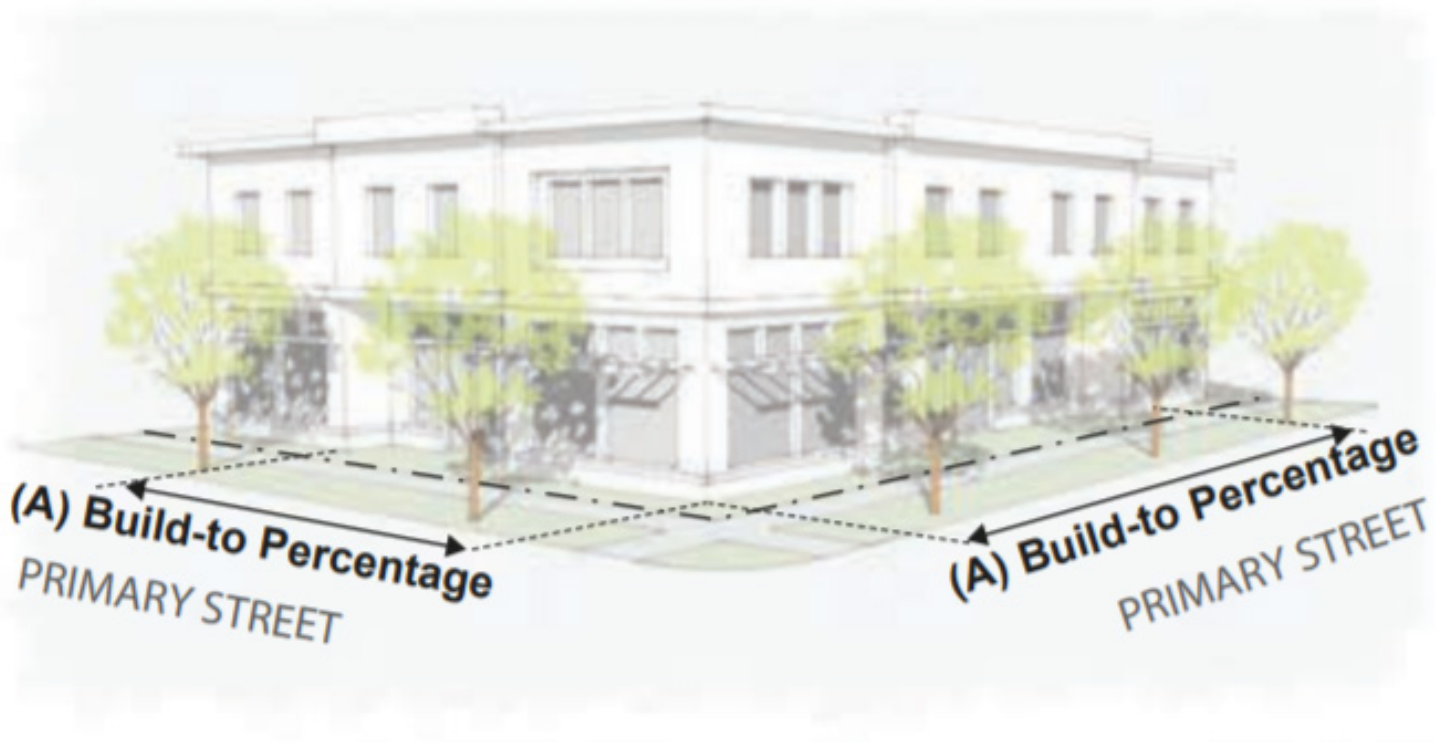
- Identify the scope of the project
- Involve community stakeholders
- Propose standards
- Adopt an updated code with new tools and standards.

FUNDING TOOLS

- City budget

PARTNERSHIPS

- Real estate and business community
- Property owners
- Residents



Revise the development code to ensure that identified centers evolve as envisioned in the Comprehensive Plan.

5

IMPLEMENT POLICIES TO DISCOURAGE DEVELOPMENT IN RESTRICTED GROWTH SECTORS

Property within the restricted growth sector on the growth sectors map does not have access to adequate utility and street infrastructure to support new development. Developing these areas would require service extensions and new streets. This expenditure to support new areas would have a disproportionate impact on current tax payers now and in the future. Discouraging development in restricted growth areas will require strong policies related to enforcing the growth sectors map. These policies can become part of a future development code update. In addition to discouraging development policies can be adopted to assist with preservation of important agricultural land.

ACTIONS

- Adopt policies for the preservation of agricultural land.
- Adopt policies related to development requests in restricted growth areas.
- Update development standards to enforce the growth sectors map.

FUNDING TOOLS

- Land preservation grants

PARTNERSHIPS

- Trust for public lands or other organizations that implement conservation easements



Implement land use and infrastructure policies that discourage the extension of infrastructure into the ETJ and County.

6

IMPLEMENT THE NEW TRANSPORTATION MASTER PLAN

The purpose of the City of Taylor Transportation Master Plan is to identify and prioritize mobility improvements that encourage safe and efficient travel within and through the City of Taylor. The location and design of streets in the Transportation Plan reflect the function of the streets to move people within the city and to generate valuable land uses. This strategy will lead to better maintained streets, help reduce congestion and encourage all modes of travel.

ACTIONS

- Adopt a strategy to prioritize street maintenance where investments in increased property values are occurring.
- Focus on multimodal improvements.
- Ensure the preservation of ROW as development occurs.
- Adopt access management programs to ensure roads maintain mobility and streets create value.

FUNDING TOOLS

- Management districts within the downtown can support some maintenance and beautification
- County, state, and federal infrastructure grants can be pursued.
- Increased values from infill development and redevelopment

PARTNERSHIPS

- Regional governments
- TxDOT
- Main Street



Implement the new hierarchy of streets and associated cross sections.

7

PLAN FOR NON-VEHICULAR TRIPS

When planning a new development or modeling city-wide and regional mobility needs, non-vehicular trips should be accounted for. The number of non-vehicular trips is heavily influenced by the development pattern, street design, and uses. By accounting for non-vehicular trips the amount of space designated to vehicles in the ROW can be reduced. This strategy can lead to a reduction in the number of travel lanes and increase accommodations for non-vehicular modes.

ACTIONS

- Update development standards to include space for non-vehicular travel such as minimum bicycle parking requirements.
- Reduce or eliminate parking standards for infill or compatible new development in centers.
- Update transportation and traffic impact models to account for non-vehicular trips.

ACTIONS CONTINUED

- Expand hike and bike trails to connect neighborhoods, parks, schools, and mixed-use areas.
- Improve pedestrian facilities/safety to encourage walking trips areas.

PARTNERSHIPS

- Regional governments
- TxDOT
- Development community



Develop annual budgets for growth to be sure that the city is growing as envisioned in the Comprehensive Plan.

8

ADOPT A VISION ZERO POLICY

A Vision Zero policy includes a goal to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. A Vision Zero policy should include political commitment, multi-disciplinary leadership, an action plan, commitment to equity, and be data-driven. This strategy will help to reduce traffic collisions and increase safety for all users. A Vision Zero policy can help to shift the conversation about street design to prioritize safety. As a part of the Vision Zero policy, an ADA transition plan and way finding can be incorporated.

ACTIONS

- Analyze collisions and safety data
- Assemble a multi-disciplinary team
- Identify strategies
- Implement

FUNDING TOOLS

- Grants may be available

PARTNERSHIPS

- Regional governments
- TxDOT
- Police & Fire
- Non-profit and community groups
- Business community
- Residents



Establish an evaluation tool to analyze land use proposals that may differ from the future land use map or zoning designations for the property.

9

PRIORITIZE INFILL AREAS AND CENTERS FOR STREET IMPROVEMENTS

Street improvements and maintenance should be focused in infill areas and centers because these areas are anticipated to accommodate the majority of people. In order to be fiscally sustainable the city needs to be able to adequately maintain existing infrastructure prior to building more. This strategy will encourage and support more infill development and maintain a more consistent overall tax burden for current tax payers.

ACTIONS

- Adjust infrastructure extension policies.
- Adjust street maintenance plans.
- Align street maintenance budget with private investments in infill areas and centers.

FUNDING TOOLS

- State and regional transportation funding
- Potential Tax Increment Financing Districts
- Annual budget

PARTNERSHIPS

- Not applicable



Overlay the pavement condition with the land use plan and prioritize the CIP with infill and intended growth areas.

ENHANCE CROSS TOWN CORRIDORS

Cross town corridors are typically designated as either a Neighborhood Avenue or a Community Boulevard and they represent the primary connections from center to center and neighborhood to neighborhood within the City of Taylor. Cross town corridors should prioritize pedestrian, transit, and bicycle travel and accommodate moving vehicles. This strategy will increase transit ridership and accommodate more modes of transportation allowing people to travel safely between centers. Challenges with implementation include constrained ROW and cost of improvements. It can be challenging to accommodate that many different types of users within existing ROW and may require trade offs.

ACTIONS

- Identify priority improvements and important pedestrian and bicycle connections.
- Utilize low-cost methods such as striping and bollards whenever possible.

FUNDING TOOLS

- State and regional transportation funding
- Potential Tax Increment Financing Districts
- Annual budget

PARTNERSHIPS

- CARTS



Prioritize complete streets in the design and implementation of cross-town corridors.

The characteristics of fiscally sustainable developments include a high ratio of building footprint to lot size, multi-story structures, narrow lot frontages, smaller lots and narrower streets in a grid pattern. These characteristics are all represented in missing middle housing typologies. Development standards should be updated to allow and encourage these types of buildings by-right. This strategy will provide clear direction for future development through the use of explanations, photographs, and illustrations. Missing middle housing typologies can be employed by adding new units to lots with an existing home helping property owners stay in place when property values rise. Missing middle housing can also be used on infill lots allowing more, smaller units to be constructed and therefore achieving greater affordability on a per unit basis.

ACTIONS

- Update development standards to allow and encourage missing middle housing.
- Consider programs to help existing property owners build additional dwelling units on existing lots or subdivide and sell a portion of the lot.
- Develop a housing diversity index evaluation tool for new development.

FUNDING TOOLS

- Housing subsidies funded through community Development Block Grants

PARTNERSHIPS

- Non-profit affordable housing providers
- Local builders and developers
- Housing Authority



Update zoning and development standards to allow by right those design characteristics that lead to fiscally sustainable neighborhoods.

12

DISCOURAGE DISPLACEMENT

Pro-actively discourage displacement by encouraging the preservation of naturally occurring affordability in the form of smaller lots and smaller units. This can also include allowing more units on less land for new construction. Consider incentives like allowing additional units to be built on a lot when the main unit is preserved. This strategy will maintain small-town character, lead to more affordability and provide property owners with opportunities to improve their lots and stay in place.

ACTIONS

- Consider strategies to prevent displacement when making infrastructure upgrades that may lead to increased property values in lower income neighborhoods.
- Update development standards to allow more smaller homes to be built on infill lots.
- Support the establishment of a housing trust.

FUNDING TOOLS

- Housing subsidies funded through Community Development Block Grants

PARTNERSHIPS

- Non-profit affordable housing providers
- Local builders and developers
- Housing Authority



Adopt policies to evaluate development proposals in greenfield areas.

13

ENCOURAGE MORE ACCESSORY DWELLING UNITS

Zoning ordinances and development standards need to be updated in order to allow accessory dwelling units to be permitted by-right. Building an accessory dwelling unit on a lot will double the density of that lot without leading to displacement or changing the character of the neighborhood. This strategy will give property owners more options to improve and better utilize their property, provide more housing in areas that already have services and amenities and more efficiently utilize existing infrastructure.

ACTIONS

- Update development standards.
- Consider programs to help existing property owners achieve financing and build accessory dwelling units.

FUNDING TOOLS

- Housing programs

PARTNERSHIPS

- Non-profit affordable housing providers
- Local builders and developers



Update the zoning ordinance to allow increased intensity of development in the Neighborhood Infill Land Use designation that fits with the character of the surrounding neighborhood.

MAINTAIN SMALL TOWN CHARACTER IN NEW NEIGHBORHOODS

As new greenfield neighborhoods and housing are built the scale and character of the streets, lots, and buildings should match the scale and character of original Taylor. Calibrate the development standards and subdivision standards to match the patterns of Taylor now. This strategy will maintain Taylor as a place that is unique and encourage more fiscally sustainable development and better utilization of resources.

ACTIONS

- Update development standards.
- Update subdivision standards to ensure new neighborhoods connect and extend the existing street grid.
- Require an urban design review for new neighborhoods.
- Implement a housing diversity index evaluation tool for new development.

FUNDING TOOLS

- Not applicable

PARTNERSHIPS

- Development community



Establish development and design standards that achieve the characteristics of "small-town atmosphere in the Neighborhood Land Use Categories.

EXPAND AND CONNECT THE PARK AND TRAIL SYSTEM

As the population grows the parks and trail systems should grow proportionately to ensure that the level of service for existing residents remains consistent. As new development occurs care should be taken to ensure adequate accessibility to parks. The city's trail system should be expanded along the existing drainage network as indicated in the thoroughfare plan map.

ACTIONS

- Implement the parks plan.
- Update the development code to ensure that parkland dedication is sufficient.
- Update the development standards to include park maintenance fees with new development.
- Update subdivision ordinance to ensure that trail systems are extended as identified in the Transportation Master Plan.

FUNDING TOOLS

- Developer dedication and fees
- Grants

PARTNERSHIPS

- Local non-profits and community groups



Work with developers to create parkland dedications and to construct park facilities accessible by the whole community.

SPECIAL EMPLOYMENT DISTRICT - SMALL AREA PLAN

A small area plan for the Special Employment District located in the southwest quadrant of the City and anchored by the Samsung facility will support the development of this area as an innovative and mixed use economic driver for the City. The plan should provide a clear path and framework for achieving these goals through both public and private investment. Furthermore, the plan can help Taylor ensure that the area builds out in a way that it offers long term vibrancy and resiliency for future conditions while achieving the desired outcomes for the City overall.

ACTIONS

- Establish community goals for a small area planning process.
- Reach out to property owners within the Special Employment District and adjacent as stakeholders in the process.
- Develop a plan that identifies specific land use, parks and open space, transportation and utility infrastructure needed to realize community goals.

- Consider the formation of a financing district to help pay for the needed infrastructure to support the development of the area and other broad community benefits.

FUNDING TOOLS

- Special Financing District

PARTNERSHIPS

- City of Taylor
- Local partners
- Development community
- Samsung



Work with the City of Taylor, local partners and community to create an area plan for the Special Employment District.

SUPPORT LIVING AND WORKING IN THE CITY OF TAYLOR

Collaborate and partner with current and future employers to encourage employees to live within the City of Taylor. As more large employers locate in and around the City of Taylor, employees will be looking for vibrant and active communities that do not require a long commute. The Economic Development Corporation, City, and larger employers can create programs such as down payment assistance, and other community based programs and activities to benefit employees that choose to live in Taylor. Supporting new housing for workers nearby employment and including desirable amenities and walkability will help provide the types of housing needed by this growing workforce.

ACTIONS

- Communicate and work closely with Samsung and other employers to track the number of employees living within Taylor.
- Identify housing needs and barriers.
- Update development codes to remove barriers to providing desired housing.

FUNDING TOOLS

- Community Development Block Grants
- Housing Authority
- Employee Benefit Programs

PARTNERSHIPS

- Economic Development Corporation
- City of Taylor
- New employers



Work with developers to create urban landscapes and street fabric to attract employees to live in Taylor.





YOUNG'S
STORE

352-6064

317

Come In
We're
OPEN



APPENDIX: RECENT PLANNING INITIATIVES

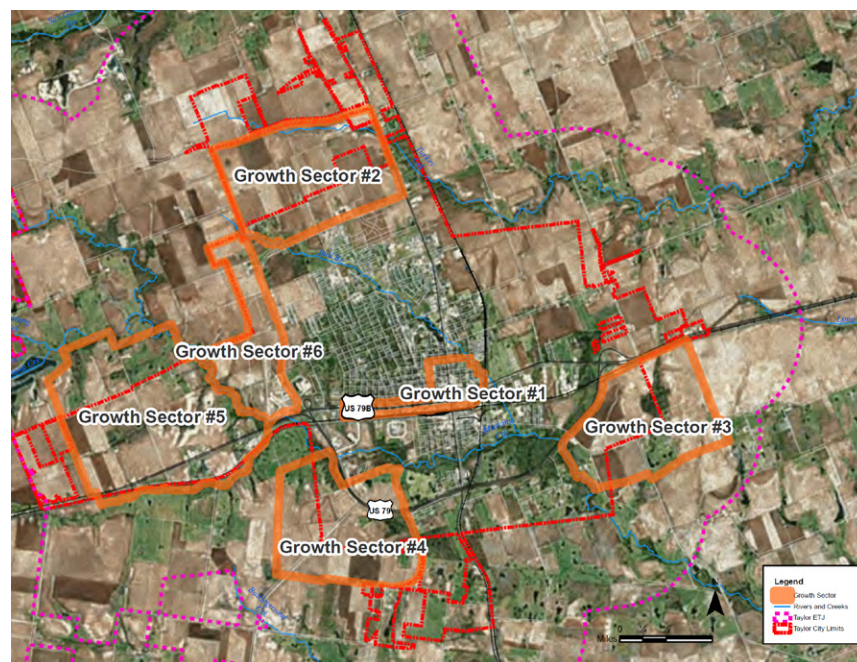
A VISION FOR FUTURE DEVELOPMENT (2017), CENTER FOR URBAN AND REGIONAL PLANNING - UTSA

PURPOSE

The purpose of this study is to examine land areas within the existing city limits and ETJ of Taylor that have potential for residential, commercial, office and industrial growth.

RELEVANT INFORMATION

- Six “growth areas” were identified as existing or emerging growth sectors and evaluated with respect to land suitability based on the availability of infrastructure, land use patterns, and natural features.
- Growth Sector 1 was Taylor’s Historic Downtown District. Opportunities identified in this sector include adaptive commercial re-use with offices or residential on the upper floors, the potential for more passenger rail travel, good access to US 79 and SH 130, and opportunities for enhanced industrial development in the southern portion of the Sector.
- Growth Sector 2 was identified as Taylor North and includes 1,241 acres and a major floodplain. Opportunities in this growth sector were identified as residential, service offices, commercial land use along major roads and recreational opportunities along Turkey Creek.
- Growth Sector 3 was identified as Taylor East and includes 1,073 acres. This sector provides excellent opportunities for industrial development based on its adjacency to the Union Pacific Rail and access to major thoroughfares and limited floodplains.
- Growth Sector 4 was identified as Taylor South and is expected to grow with residential development in the near future based on proximity to US 79, the Taylor High School and easy access to Main Street and Downtown.
- Growth Sector 5 was identified as Taylor West and has direct access to US 79 and is located closest to the Austin metro area. Several creeks in the area indicate a high potential for a linear park system.
- Growth Sector 6 was identified as the Airport and has excellent potential for light industrial uses related to aviation. Also located in this area is the operations center for the Electric Reliability Council of Texas (ERCOT), the largest employer in Taylor.



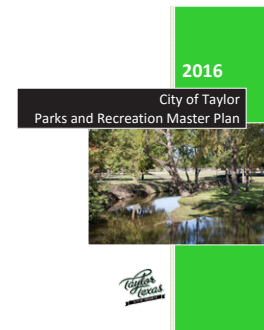
Source: University of Texas at San Antonio

Figure 117: A Vision for Future Development Growth Sector

CITY OF TAYLOR PARKS AND RECREATION MASTER PLAN (2016)

PURPOSE

The purpose of the 2016 City of Taylor Parks and Recreation Master Plan was to use a demand based approach and public input to guide the enhancement and preservation of the current park system while looking to the future and the parks and recreation needs of generations to come.



RELEVANT INFORMATION

The Master Plan identified five goals including:

1. The City of Taylor will increase the percentage of parkland and trail connectivity, including open space and greenbelt areas for trail development;
2. Increase safety in Taylor Parks;
3. Review and implement policies and ordinances;
4. Develop marketing strategies for recreational programs; and
5. Increase usage of parks and recreation facilities through programming.

The Parks and Recreation Master Plan recommends utilizing the National Recreation and Park Association (NRPA) standards of 10 acres of developed parkland per 1,000 population and 5 – 8 acres of Community Parks per 1,000 population.

Based on the NRPA standards, the City of Taylor met the requirements for the amount of parkland per 1,000 population in 2016. Recommendations from the City of Taylor Parks and Recreation Master Plan focus on increasing the diversity of park and recreation opportunities and the upkeep and maintenance of existing parks.

The City recently adopted master plans for Murphy, Robinson and Bull Branch Parks.

PRIORITIES	PRIORITY TIMELINE
Construct a cross town recreational trail along Bull Branch Creek.	Short
Perform upgrades to the Robinson Park softball field.	Short
Construct splash pad and ball field improvements at Robinson Park.	Short
Continue renovation and maintenance of existing facilities.	Medium
Identify grants and budget for park enhancements.	Medium
Build enhancements to downtown Heritage Park.	Medium
Construct a downtown skate park.	Medium
Add shade trees and native landscaping to parks.	Long
Identify land for a pocket park.	Long
Identify and acquire land for additional parkland.	Ongoing
Acquire additional parklands from developers in the planning for residential subdivisions.	Ongoing
Enhance park facilities by implementing better maintenance and upkeep standards.	Ongoing
Manage the current wildlife within the park system to ensure a quality recreational experience for all park users.	Ongoing
Enhance park safety through implementation of a park safety program.	Ongoing

Source: City of Taylor Parks and Recreation Master Plan

Figure 118: City of Taylor Parks and Recreation Master Plan Short, Medium, Long Term Priorities

RECENT PLANNING INITIATIVES

CITY OF TAYLOR PARKS AND RECREATION MASTER PLAN (2020)

PURPOSE

The purpose of this community parks master plan is to identify proposed improvements to meet the current and future needs of the community, potential phases of development with associated costs and potential funding opportunities. Bull Branch Park, Bull Branch Trail, Murphy Park and Fannie Robinson Park are the four community parks included in this plan. Murphy and Fannie Robinson Parks received substantial improvements in 2008 with the assistance of a Texas Parks and Wildlife Recreational Grant. Additional improvements have been made to these parks over the last decade with City general funds and private donations. These four iconic city parks have received decades of use and wear resulting in the need for a master plan for each park to provide a clear direction and framework by which to enhance and improve these parks



Figure 119: Bull Park Masterplan

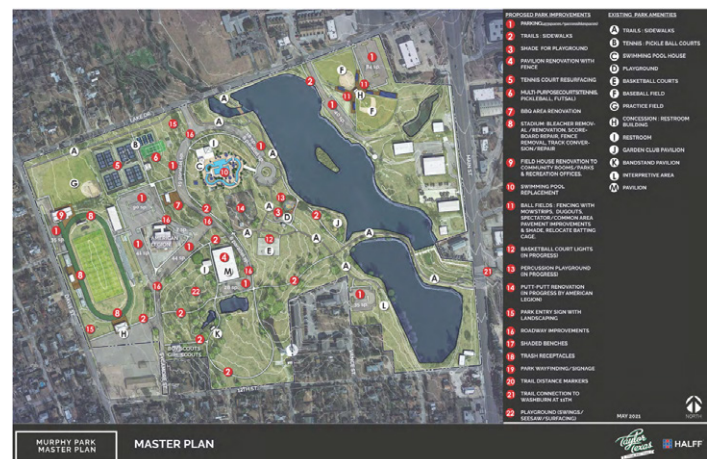


Figure 120: Murphy Park Masterplan



Figure 121: Fannie Robinson Park Masterplan



Figure 122: Bull Branch Trail Masterplan

CITY OF TAYLOR DOWNTOWN MASTER PLAN (2015)

PURPOSE

The purpose of the City of Taylor Downtown Master Plan (Downtown Master Plan) was to identify opportunities for future investments, create action steps for implementation, bring people back into Downtown and make it a pedestrian-friendly and ADA-accessible destination.

RELEVANT INFORMATION

- The Downtown Master Plan included eight goals in the categories of economic, community, environment and art then identified specific actions and catalytic projects to help

make those goals a reality.

- Some key regional project recommendations included gateway features and trail and bike connections.
- Some key Downtown projects included Downtown design

standards, a parking strategy, and wayfinding and signage.

- Key streetscape improvements were recommended along Main Street, First Street, Talbot Street, Second Street, and Porter Street.



Figure 123: Downtown Master Plan Framework Plan

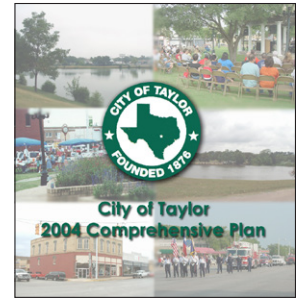
Source: City of Taylor Downtown Master Plan

RECENT PLANNING INITIATIVES

CITY OF TAYLOR COMPREHENSIVE PLAN (2004)

PURPOSE

The purpose of the 2004 City of Taylor Comprehensive Plan (2004 Comprehensive Plan) is to provide a guide and an analytical tool to evaluate zoning and development submittals and direct policy decisions.



RELEVANT INFORMATION

- The 2004 Comprehensive Plan assumed the average density of existing residential areas would remain. This assumption necessitated an aggressive annexation strategy spreading to the north and west of the 2004 city limits.
- A key goal of the 2004 housing chapter was to improve the housing conditions in Taylor through requiring and assisting in the rehabilitation of substandard housing and the demolition of dilapidated housing.

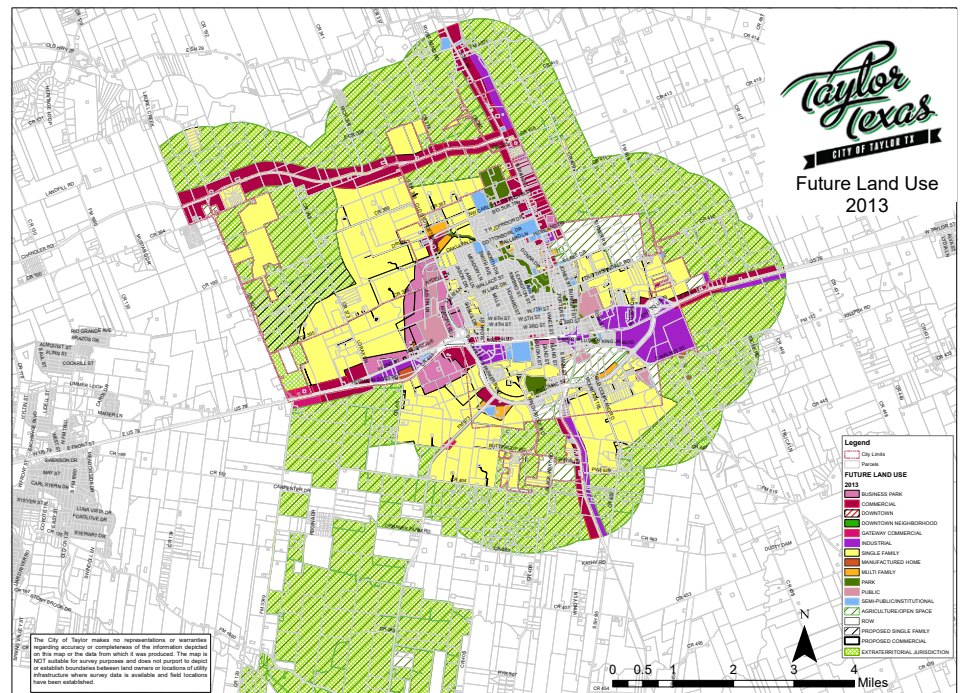


Figure 124: City of Taylor Future Land Use Plan

Source: 2004 Comprehensive Plan

PROJECTED LAND USE REQUIREMENTS

The Future Land Use Plan in the 2004 Comprehensive Plan allocated a certain percentage of the city and ETJ to fourteen different land use categories based on anticipated population growth, shown in Figure 6: City of Taylor Future Land Use Plan (last amended in 2013). The projected acreage by land use category is included in Figure 7.

LAND USE CATEGORY	CITY LIMITS	PERCENT	CITY LIMITS + ETJ	PERCENT
Agricultural / Open Space	996.5	11.4%	15,394.7	50.3%
Single Family	3,588.6	41.0%	10,026.3	32.8%
Downtown Residential	411.5	4.7%	411.5	1.3%
Multi Family	234.6	2.7%	246.5	0.8%
Manufactured Home	91.0	1.0%	102.8	0.3%
Downtown	81.1	.9%	81.1	0.3%
Commercial	516.8	5.9%	660.2	2.2%
Industrial	703.4	8.0%	706.3	2.3%
Institutional	297.7	3.4%	305.0	1.0%
Public	452.6	5.3%	461.3	1.5%
Park	369.4	4.2%	399.3	1.3%
Business Park	482.4	5.5%	980.3	3.3%
ROW	529.1	6.0%	808.9	2.6%
Total	8,754.7	100%	30,584.2	100%

Source: 2004 Comprehensive Plan

Figure 125: Projected Land Area by Future Land Use Category 2025

RELEVANT EXISTING TRANSPORTATION PROJECTS/PLANS

Several planning documents inform the growth of the transportation infrastructure within the City of Taylor, including:

- City of Taylor Thoroughfare Plan (2004)
- City of Taylor Downtown Plan (2015)
- Williamson County Long Range Transportation Plan
- Williamson County Chandler Road Extension Planning and Preservation Study
- CAMPO 2045 Plan
- CARTS 2045 Plan

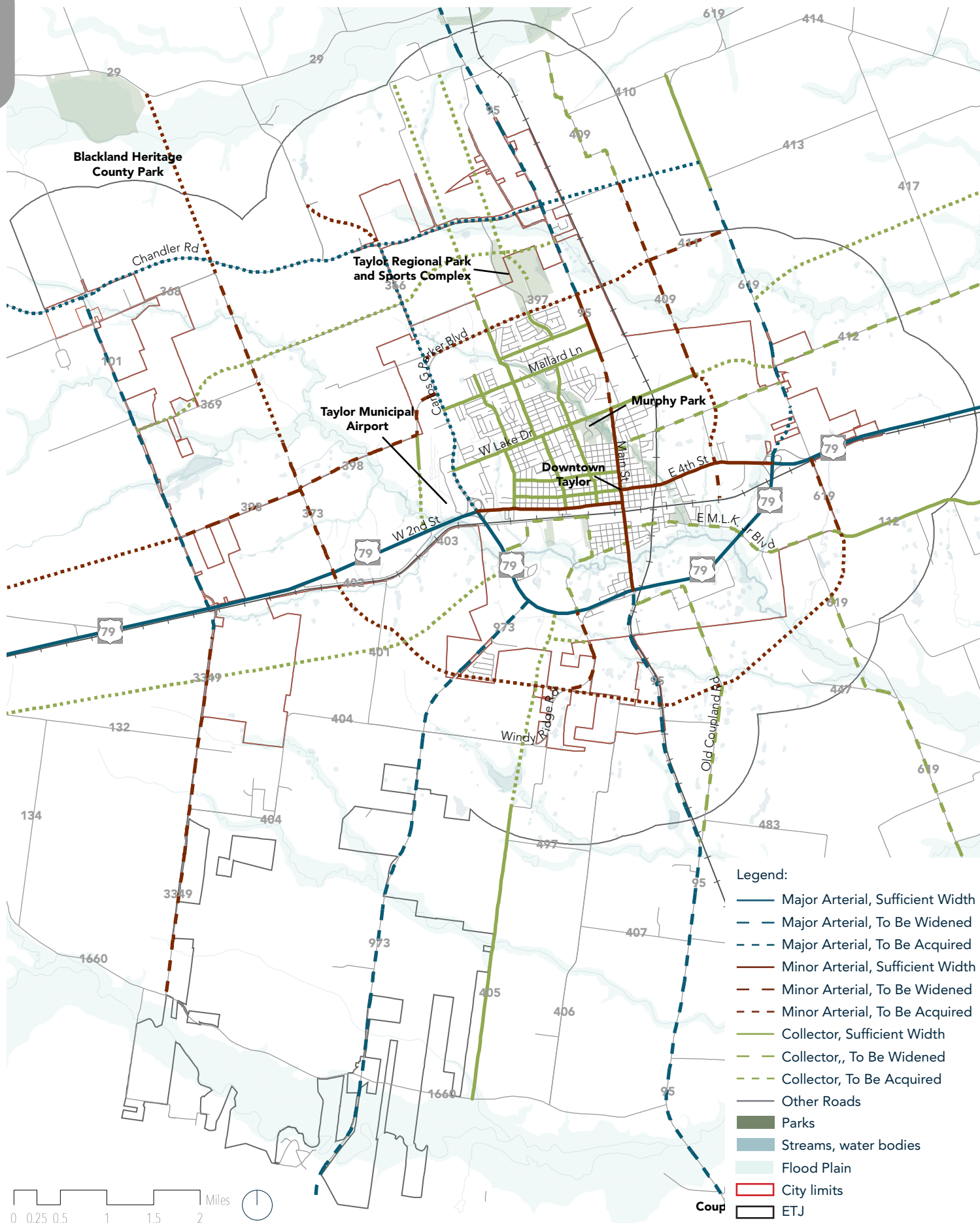


Figure 126: 2004 Thoroughfare Plan

Source: City of Taylor, HDR

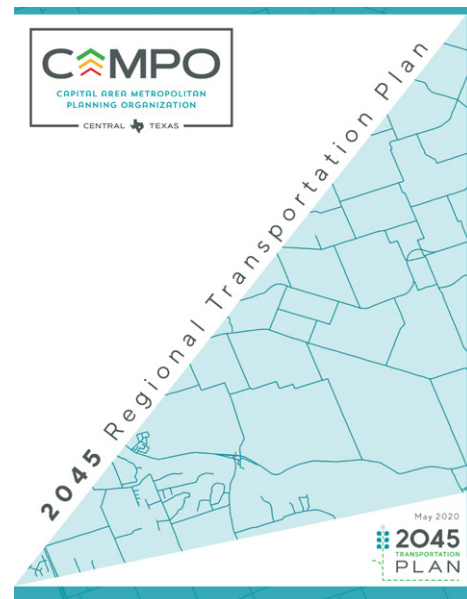
CAMPO 2045 – FISCALLY CONSTRAINED PROJECTS

- **US 79** – Widening US 79 from a four-lane undivided roadway to a six-lane divided roadway between FM 619 and west of the study limits to FM 1460
- **Corridor E1/Southeast Loop** – Widening Southeast Loop from a two-lane roadway with a continuous left-turn lane to a six-lane divided roadway and ultimately to a four-lane limited access roadway with three-lane frontage roads in each direction between US 79 and west of study limits to SH 130
- **Corridor B2/Chandler Road** – Widening Chandler Road from a two-lane undivided roadway to a six-lane divided roadway between SH 95 and west of study limits to SH 130, construction of a new two-lane roadway with a continuous left-turn lane between FM 619 and east of study limits to FM 1063
- **Corridor A2** – Construction of a new two-lane roadway with a continuous left-turn lane between FM 3349 and SH 95 with eventual widening to a six-lane divided roadway
- **Corridor B3/FM 619** – Construction of new roadway connections from FM 619 to SH 95 and US 79, widening FM 619 from a two-lane undivided roadway to a two-lane roadway with a continuous left-turn lane and ultimately to a six-lane divided roadway between SH 95 and US 79
- **Corridor E2/CR 101** – Widening CR 101 to a six-lane divided roadway between Chandler Road and US 79
- **Corridor E3/CR 101** – Construction of new two-lane roadway with a continuous left-turn lane with eventual widening to a

six-lane divided roadway between SH 29 and Chandler Road

CAMPO 2045 – FISCALLY UNCONSTRAINED PROJECTS

- **SH 95** – Widening SH 95 from a two-lane undivided roadway to a four-lane divided roadway between FM 397 and north of study limits to FM 487 as well as between US 79 and south of study limits to US 290



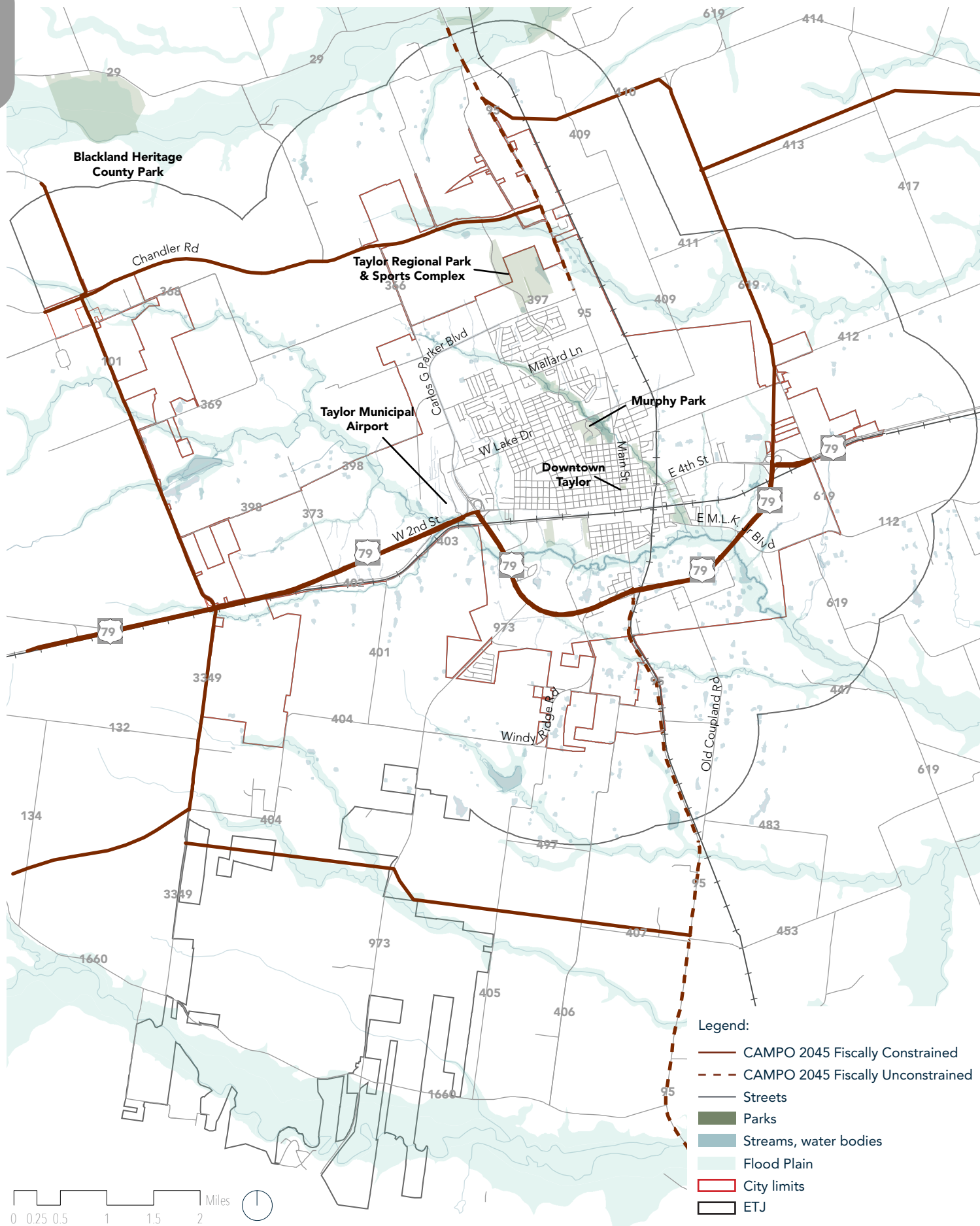


Figure 127: Planned Projects

Source: City of Taylor, HDR

RECENT PLANNING INITIATIVES

OTHER PLANNING DOCUMENTS REVIEWED

Several other plans and studies added valuable awareness of opportunities and challenges in the community and informed future recommendations as applicable. These studies included:

- A Community Effort to Gain Housing Stability in Taylor, Texas (2020);
- Housing Market Study and New Housing Growth Community Marketing Assessment - Metrostudy (2016 and 2018);
- Annexation / Development Agreement Map (2017);
- Airport Height Hazard Map (2004);
- City Council Districts Map;
- Downtown Shops Map;
- Wastewater System Map;
- Water System Map; and the
- Zoning Map.



City Council Meeting

April 28, 2022

Transmittal Letter

Agenda Item #:

9

Agenda Title:

Hold a public hearing and introduce Ordinance 2022-13 regarding PZ-2022-1450, a change of zoning request on approximately 0.44 acres of land, generally located near the intersection of Old Granger Road and Grace Lane from Single Family Residential Zoning District (R-1) to Local Business District (B-1).

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Council Action to be taken: Hold Public Hearing and Introduce Ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, AICP/Director of Development Services and Assistant City Manager

1. PURPOSE/DESCRIPTION

The purpose of the rezoning is to permit commercial development on one lot. The applicant has requested to rezone the subject property from a residential zoning district (R-1) to a commercial zoning district (B-1) to promote the opportunity for commercial development consistent with the uses permitted in the B-1 zoning district.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The request for a zoning map amendment to B-1 (Local Business District) aims to provide commercial/retail services to an area dedicated for mixed-uses within the Market Center: Community. Upon analyzing the request, the proposed land use as Offices, General Business and Professional Services is considered consistent with the Comprehensive Plan. The use would be consistent with the following policies in the Comprehensive Plan:

- LU1 – New Development should resemble the form and scale of traditional development patterns.
 - The new development is located in an area where established residential and commercial businesses exist. The layout of a traditional roadway network is established and would be adhered by the proposed development. Further analysis will occur at the platting, site development, and building permitting phases.
- LU9 – Promote development patterns that maximize the use of existing infrastructure and land use before expanding infrastructure to underdeveloped areas.

- The property has remained vacant for a time and the addition of a commercial endeavor in the area would make use of the existing roadways, and water/wastewater utilities. Build out of this property meets the intent of utilizing land in the City as infill versus developing in more remote parts of the community.
- LU11 – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.
 - By developing the property at the corner of Old Granger Road and Grace Lane the concentration of commercial or residential development increases in an already developed part of the City thus increases the population density and revenue per acre.

On April 12, 2022, the Planning and Zoning Commission held a public hearing regarding this request. The Planning and Zoning Commission unanimously recommended approval of the Zoning Map Amendments.

2. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provide an infill development in an area where it is encouraged as a mixture of residential and commercial uses. • Promote the efficient use existing infrastructure. • Increase in the tax base.	• N/A

4. RECOMMENDATION

The Planning and Zoning Commission held a public hearing on April 12, 2022. The Commission unanimously recommended approval of the request to change the zoning of approximately 0.44 acres of land, generally located near the intersection of Old Granger Road and Grace Lane from Single Family Residential Zoning District (R-1) to Local Business District (B-1).

5. FUNDING SOURCE

N/A.

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – April 12, 2022

City Council public hearing and ordinance introduction – April 28, 2022

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

8. ATTACHMENTS

- 9a. [Staff Report](#)
- 9b. [Growth Sector Map](#)
- 9c. [Future Land Use Map](#)
- 9d. [Current Zoning Map](#)
- 9e. [Proposed Zoning Map](#)
- 9f. [Notice Area Map](#)
- 9g. [Ordinance 2022-13](#)
 - 9h. [Exhibit “A,” Survey](#)
 - 9i. [Exhibit “B,” Proposed Zoning Map](#)
- 9j. [PowerPoint presentation](#)

City of Taylor
PZ-2022-1450
Zoning Map Amendment
Staff Report

Item Details

Subject Property:	Generally located near the intersection of Old Granger Road and Grace Lane
Total Acreage:	0.438 acres
Legal Description:	a 0.438-acre tract of land out of the John Pharrass Survey, Abstract 495, located in Williamson County, Taylor, Texas.
Applicant & Property Owner:	RCT Holdings, LLC, c/o Rick Northcutt & Candace Buzan (Manager)
Request:	Zoning Map Amendment to rezone the subject property from Single Family Residential District (R-1) to Local Business District (B-1).
Case History:	This is the first public hearing of this request.

Overview of Applicant's Request & Background

The applicant has requested to rezone the subject property from a residential zone (R-1) to a commercial zoning district (B-1) to promote the opportunity for commercial development consistent with the uses permissible in the B-1 zoning district but more specifically those that could be used as offices, general business, professional, and medically related institutions.

The same applicant brought forward an adjoining property to the north, 1902 Old Granger Road. Their request was for a zoning map amendment from R-1 to B-1 and the request was subsequently granted a B-1 zoning designation from the City Council on January 28, 2021 (Ordinance No. 2021-03). Their request enabled the applicant to convert an existing single-family home at 1902 Old Granger Road to a professional office.

Location:

The subject property is generally located at the corner of Old Granger Road and Grace Lane; in proximity to State Highway 95/N. Main Street.

Physical and Natural Features:

The subject property is vacant of structures and devoid of any topographical features. Several mature trees exist along the eastern perimeter. Based on a site inspection, there are not any natural or unique features on the site that would impact the proposed development.

Growth Sector Designations:

The Growth Sectors Map identifies the areas in Taylor and its Extra-territorial jurisdiction (ETJ) where development and redevelopment are intended, where they should be controlled, and areas where they should be restricted. The subject property is located within the Infill Growth Sector. The Infill Growth Sector is made up of areas that are already developed and served by

infrastructure (roadways, water, and wastewater). Growth in these areas is expected and encouraged and they are intended for higher density uses than are currently in place.

Future Land Use and Zoning Designations:

The newly adopted Comprehensive Plan, Envision Taylor (2021) identifies Future Land Use designations to guide growth in Taylor. The subject property was assigned the land use designation as, Market Center: Community. Market Centers are intended as mixed-use areas anchored by a retail destination where surrounding residents go to get daily goods and services. Centers at all scales (Regional, Community, and Neighborhood) are intended as compact, walkable places. A Community Center is larger than a Neighborhood Center and often acts to serve several neighborhoods within the city. Often Community Centers include discount department stores, home improvement stores, sporting goods, apparel, booksellers, restaurants, and supermarkets. The applicant's desire to focus the development of the property toward medical related practices and offices aligns well with the existing elderly/senior citizen housing complex and rehabilitation center in the immediate area. While this use is less intense than what is commonly anticipated within the Market Center: Community it would be considered harmonious and likely to provide a positive impact to the area as a service to adjacent commercial and residential uses.

The addition of a commercial space in the proposed location would actively facilitate the Future Land Use map designation. The B-1 zoning designation would permit some of the following to occupy the property (not a comprehensive list of uses permitted in B-1): retail shop, restaurant, drug store/pharmacy, medical clinic/office, recreation center, auto repair – minor, hardware shop, single family, multi-family, offices – general/professional, and retirement housing for the elderly.

Surrounding Properties:

The general area around the subject property consists of a mixture of commercial and elderly care facilities.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Future Land Use	Existing Land Use
North	B-1 (Local Business District)	Market Center: Community	General Office (Remodeled Single-Family Home)
South	MF-1 (Multi-Family Residential, Medium Density)	Market Center: Community	Senior Living & Rehabilitation Facility
East	MF-2 (Multi-Family Residential, High Density)	Market Center: Community	Senior Housing Facility
West	B-2 (General Business District)	Market Center: Community	Used Car Dealership

Utilities

The subject property is located within the City's service area for water and wastewater. An active 6-inch waterline and a 6-inch wastewater main exists along Old Granger Road. It is anticipated that there is adequate capacity to serve the subject property at this time.

Transportation

The subject property is located at the corner of Old Granger Road and Grace Lane, which are both classified as Neighborhood Streets. Neighborhood Streets are low-speed, low-volume thoroughfares that provide access to serve the abutting land uses. Currently, the roadways have not been designated to be upgraded within the City's adopted Thoroughfare plan.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (8 notices), a legal notice advertising the public hearing was placed in the Taylor Press on March 30, 2022.

Staff Analysis

The request for a zoning map amendment to B-1 (Local Business District) aims to provide commercial/retail services to an area dedicated for mixed-uses within the Market Center: Community. Upon analyzing the request, the proposed land use as Offices, General Business and Professional is considered consistent with the Comprehensive Plan. The use would be consistent with the following policies in the Comprehensive Plan:

- **LU1** – New Development should resemble the form and scale of traditional development patterns.
 - The new development is located in an area where established residential and commercial businesses exist. The layout of a traditional roadway network is established and would be adhered by the proposed development. Further analysis will occur at the platting, site development, and building permitting phases.
- **LU9** – Promote development patterns that maximize the use of existing infrastructure and land use before expanding infrastructure to underdeveloped areas.
 - The property has remained vacant for a time and the addition of a commercial endeavor in the area would likely endorse the existing uses, roadways, and water/wastewater utilities as they currently exist in the vicinity. Build out of this property meets the intent of utilizing land in the City as infill versus developing in more remote parts of the community.
- **LU11** – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.
 - By developing the property at the corner of Old Granger Road and Grace Lane the concentration of commercial or residential development increases in an already developed part of the City thus increase the population density and revenue per acre.

Another consideration in determining whether a rezoning is consistent with the intent of the land use plan is how the rezoning will impact the percentage of different land uses within a mixed-use center. The target land use combination in the Market Center is 52.5% Retail, 25% Multi-Family, 12.5% Industrial, 5% Office, 2.5% Mixed-Use, and 2.5% Public.

A final consideration for this rezoning request is whether the property is configured in such a way as to be conducive to the proposed use. The property consists of 0.438 acres or 19,079 square feet. The B-1 zoning district currently does not stipulate a minimum lot area for commercial uses but does call for 6,000 square foot minimum for residential uses. The ability to develop either commercial or residential is ideal within the area and allows the applicant to market the property for one or the other or potentially both which would directly fulfil the mixed-use component desired for the area.

In summary, the applicant's request to change the zoning district designation of R-1 to B-1 to permit the proposed land use of "Offices, General Business and Professional" is consistent with the Comprehensive Plan in this location.

Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested rezoning.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for rezonings and recommends to City Council either in favor of or opposition to each request.

In determining a recommendation on a rezoning request, the Planning and Zoning Commission members consider the following factors:

- **Is the rezoning consistent with the Comprehensive Plan?**

The rezoning request is consistent with the Comprehensive Plan. As mentioned previously in the report, the proposed re-zoning is appropriate for the Market Center: Community Land Use designation.

- **Is the rezoning compatible with the surrounding area?**

The rezoning is compatible with the surrounding area as most of the area is comprised of single family residential, retail, commercial, and health services.

- **Does the rezoning promote the public health, safety, or general welfare?**

Staff analysis determined that the rezoning of the subject property will promote public health, safety, and the general welfare. In addition, the Planning Principles and Policy Guide in the

Comprehensive Plan aim to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development.

- **Is adequate infrastructure available or planned to meet the needs of the proposed land use?**

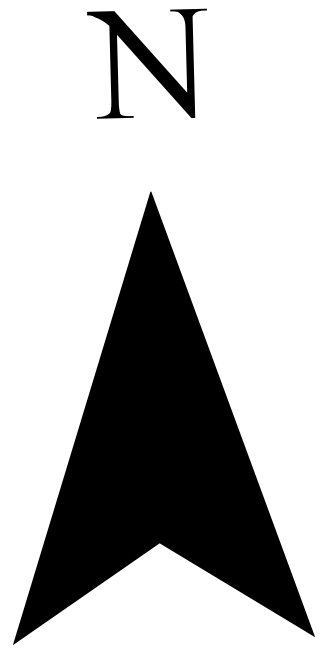
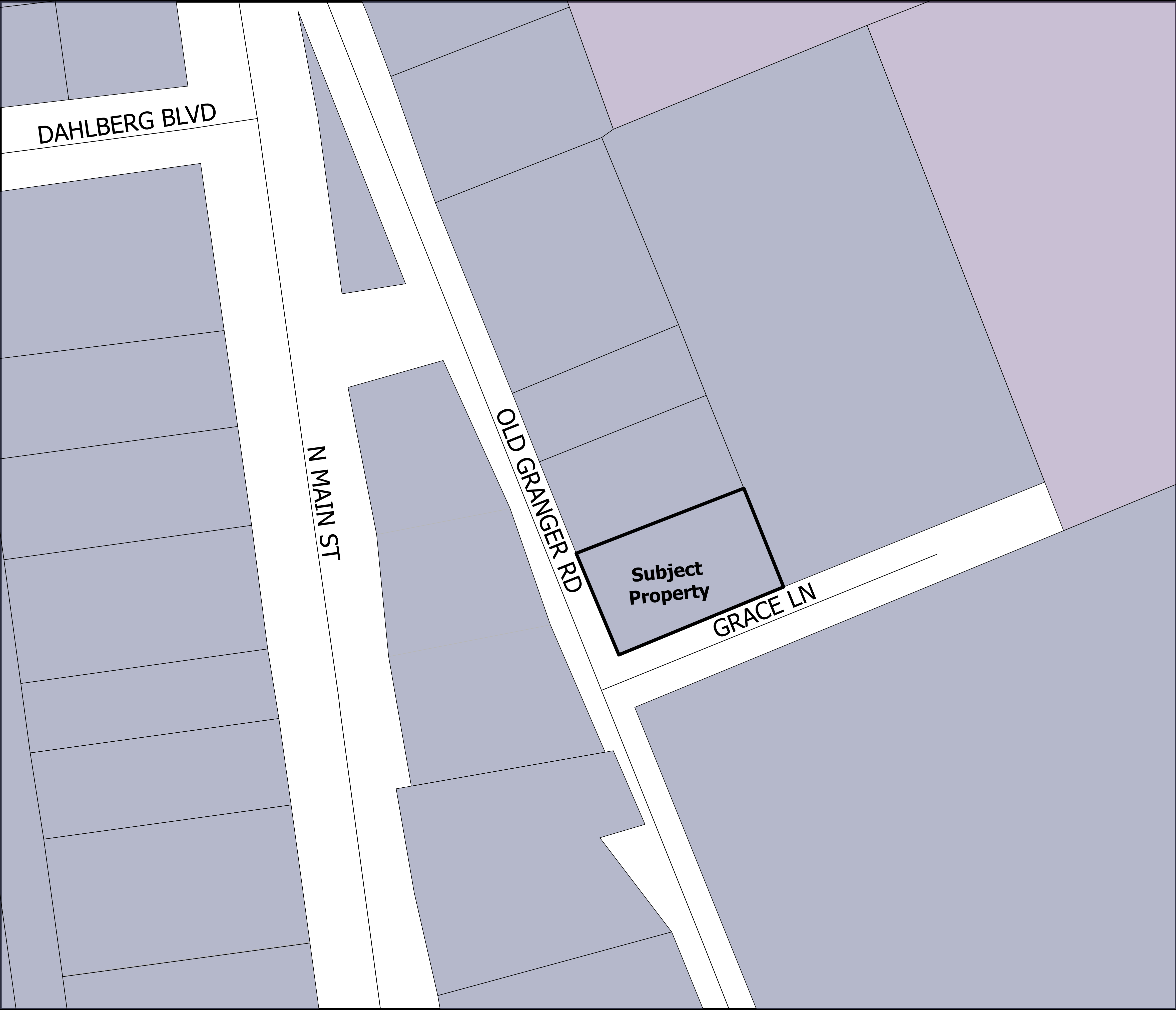
Adequate public facilities are directly available, and no utility extensions will be required for any future development.

- **Do current conditions indicate that a rezoning is necessary?**

The construction of a commercial endeavor on the subject property is more likely to occur than that of a single-family residence, though the option to construct a single-family residence is still a viable option under the B-1 zoning district. The proposed zoning classification allows the applicant or future developer to provide a variety of uses to the area that would likely compliment the existing uses. A rezone request for the subject property is a considerable request to provide infill development within the City.

Attachments:

1. Growth Sectors Map
2. Future Land Use Map
3. Current Zoning Map
4. Proposed Zoning Map
5. Draft Ordinance
 - a. Exhibit "A," Survey
 - b. Exhibit "B," Proposed Zoning Map

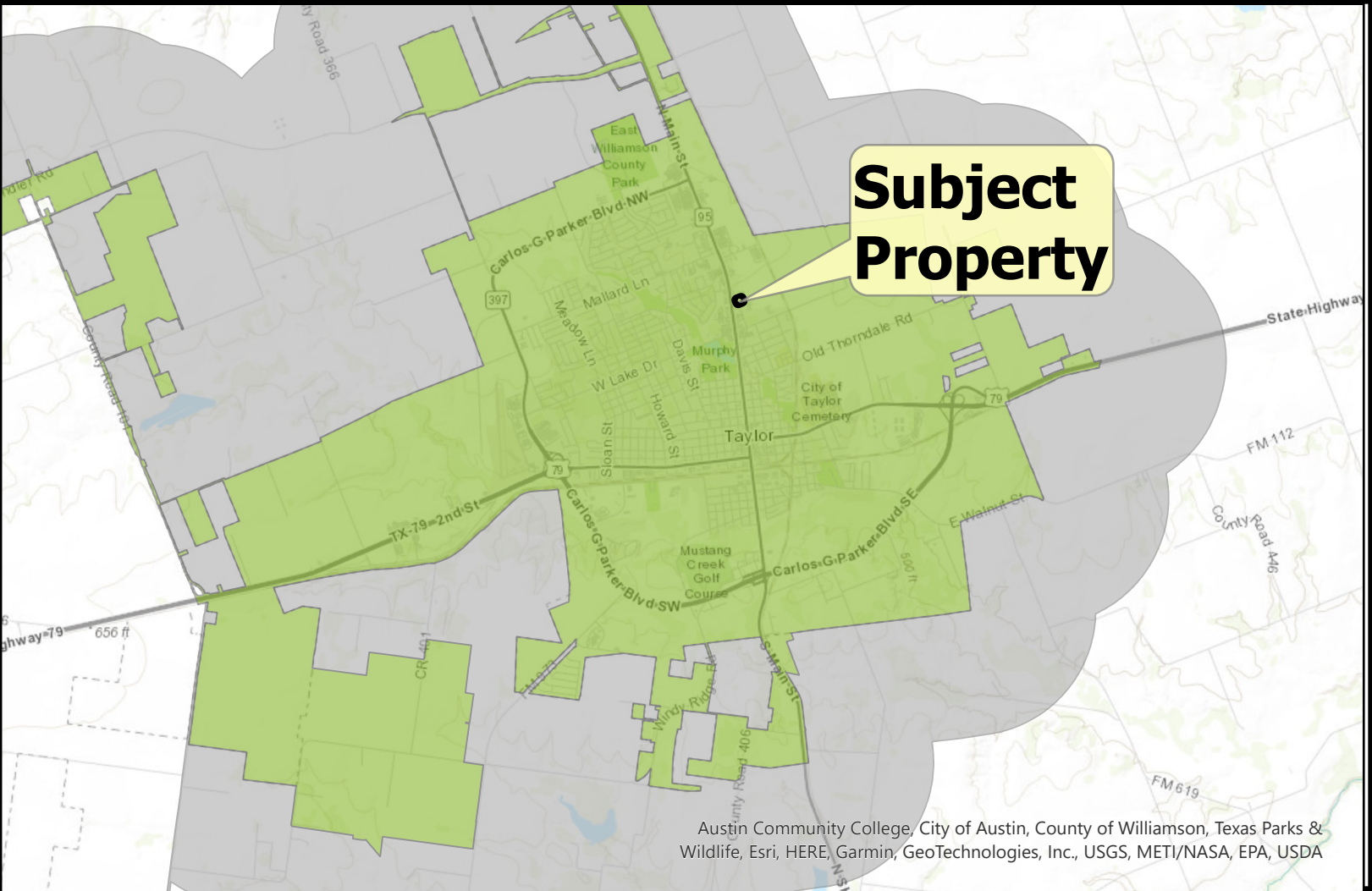


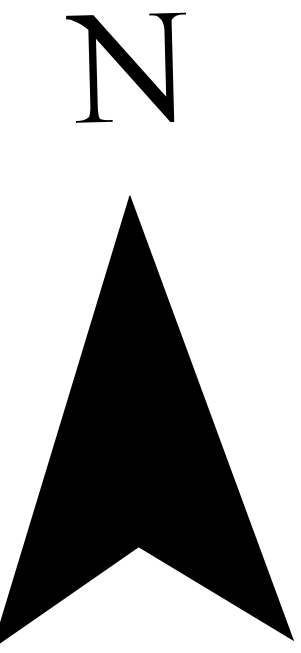
PZ-2022-1450

**Old Granger Rd. Re-Zoning
Located at the Northeast Corner of the
Intersection of Old Granger Road and Grace
Lane
Growth Sectors Map
Approximately 0.44 Acres**

Legend

- Subject Property
- Parcels
- Streets
- 2021 Growth Sectors Map**
- Intended Growth Sector
- Infill Growth Sector





Old Granger Rd. Re-Zoning
Located at the Northeast Corner of the
Intersection of Old Granger Road and Grace
Lane
Future Land Use Map
Approximately 0.44 Acres

 Subject Property

 Parcels

 Streets

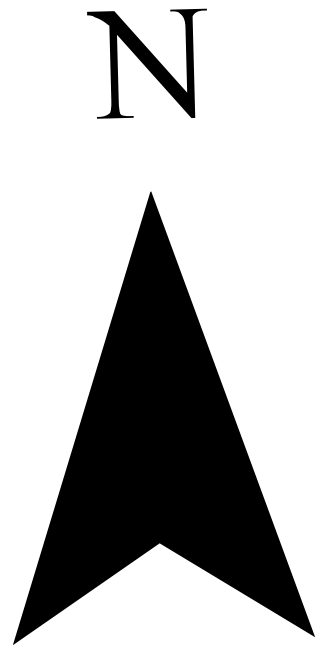
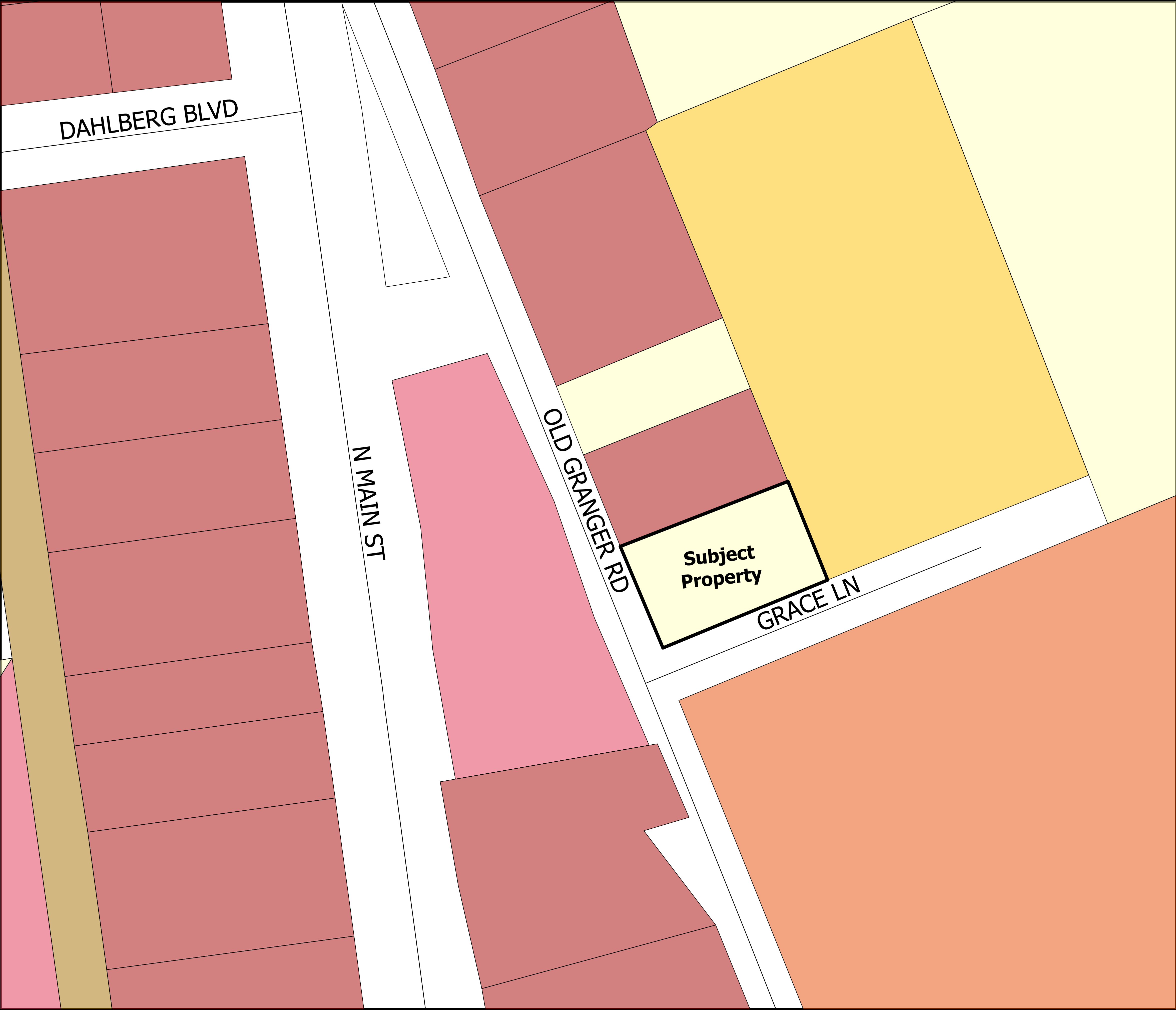
2021 Future Land Use Map

 Area of Minimal Change

 Employment Center: Neighborhood

 Market Center: Community



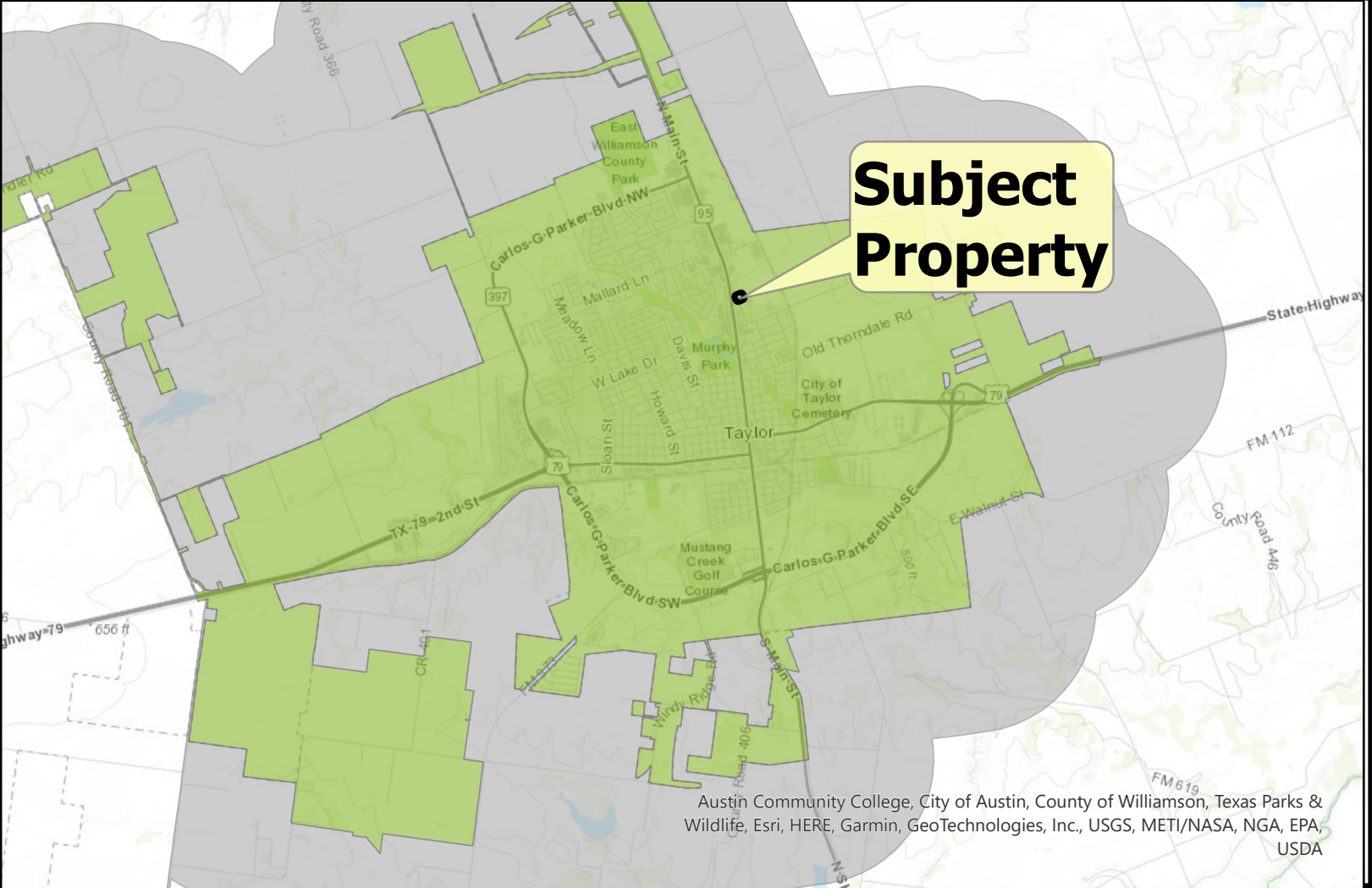


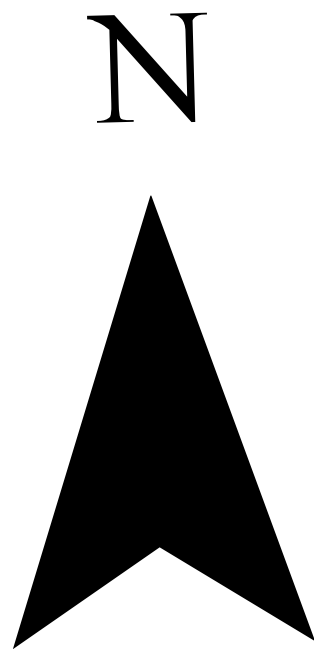
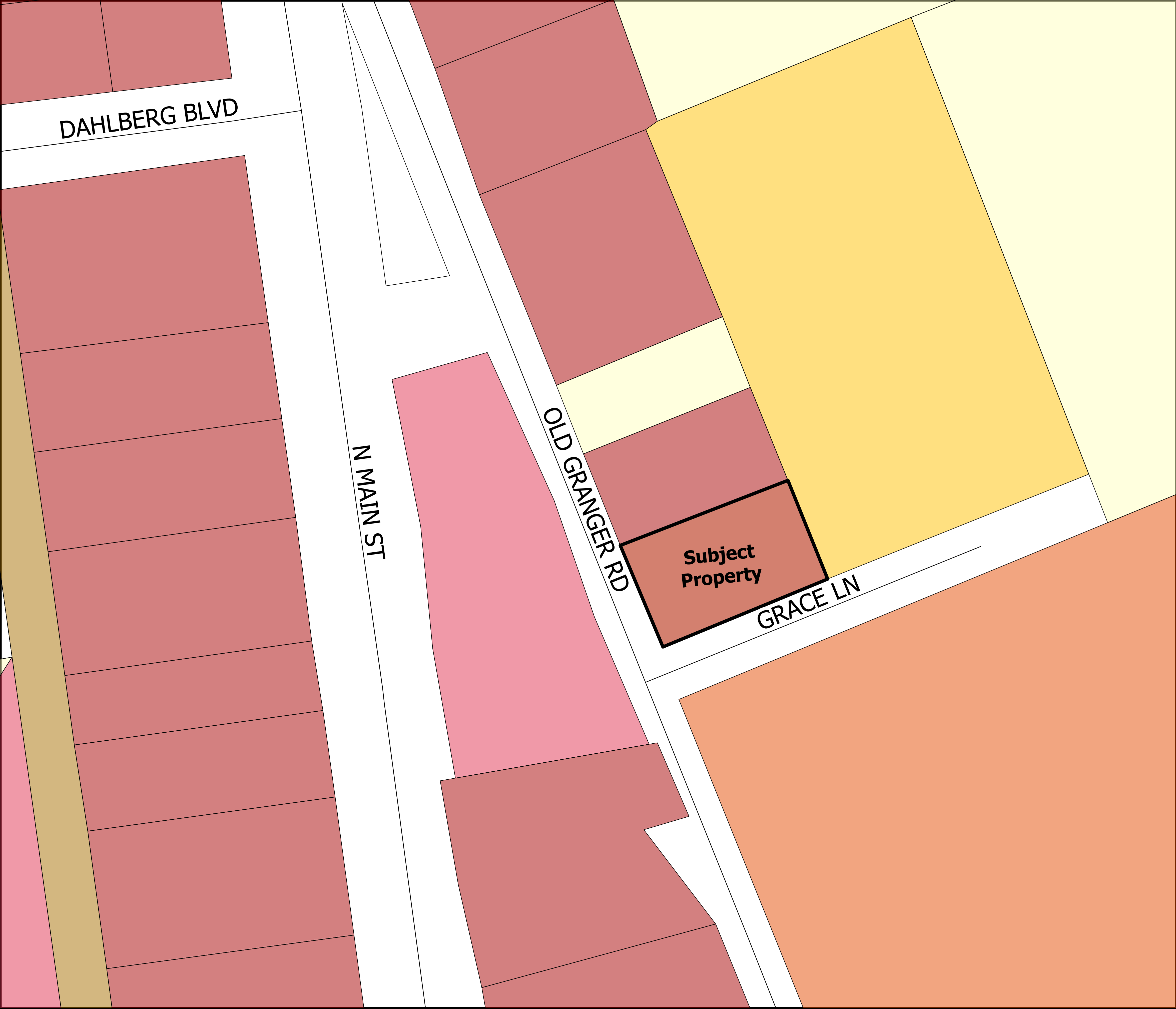
PZ-2022-1450

Old Granger Rd. Re-Zoning
Located at the Northeast Corner of the
Intersection of Old Granger Road and Grace
Lane
Current Zoning Map
Approximately 0.44 Acres

Legend

- | | |
|------------------|--------------------|
| Subject Property | B-2 |
| Parcels | I Institutional |
| Streets | MF-1 Multi- Family |
| ZONING | MF-2 Multi-Family |
| B-1 | R-1 Single Family |



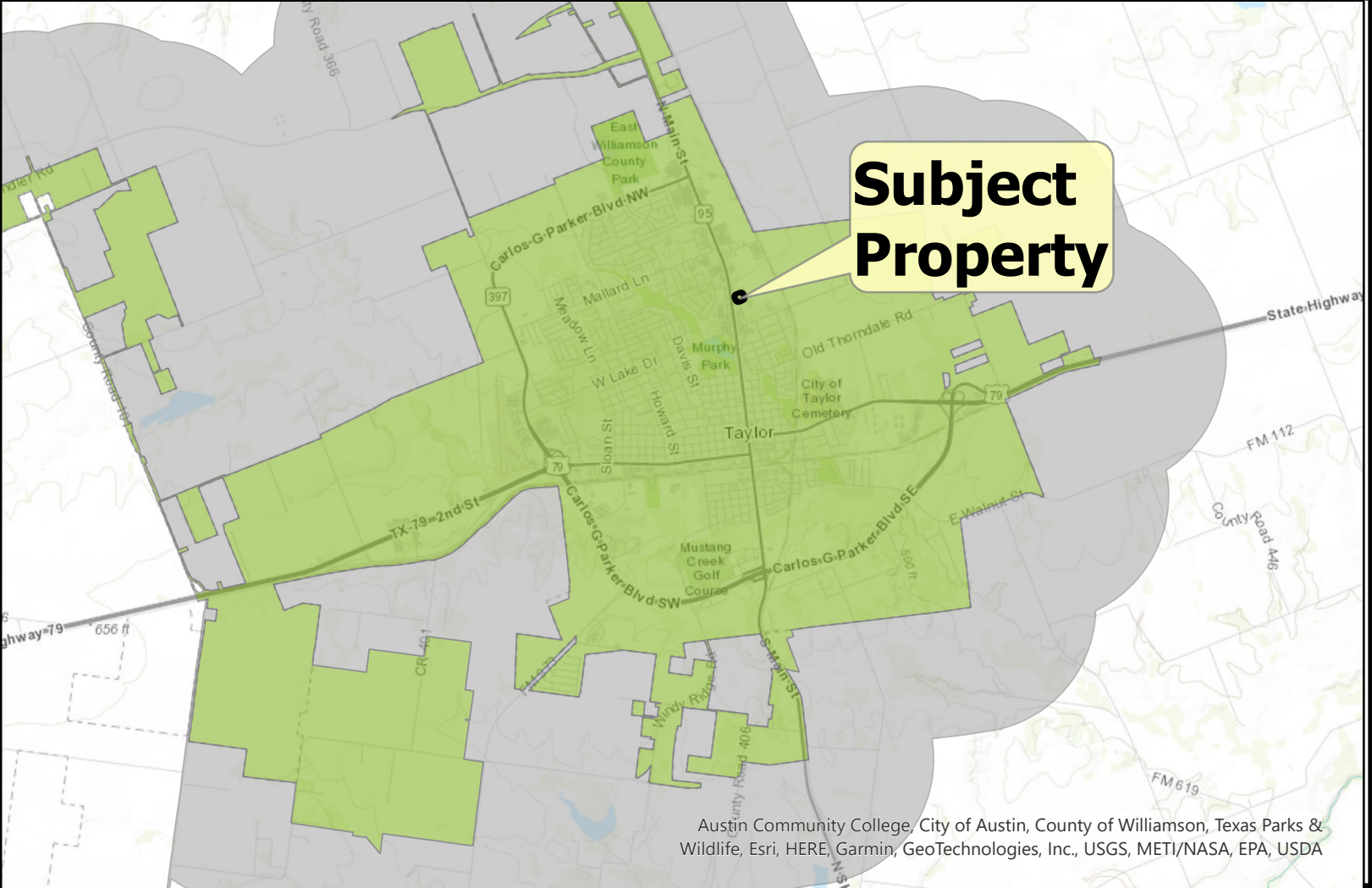


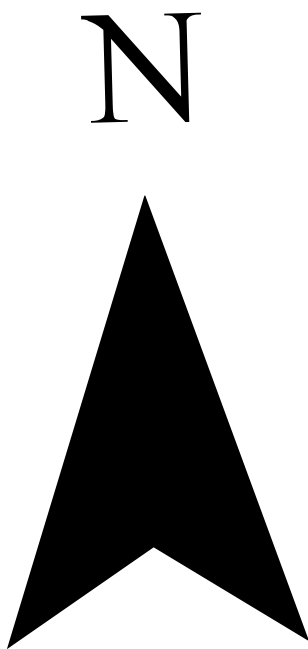
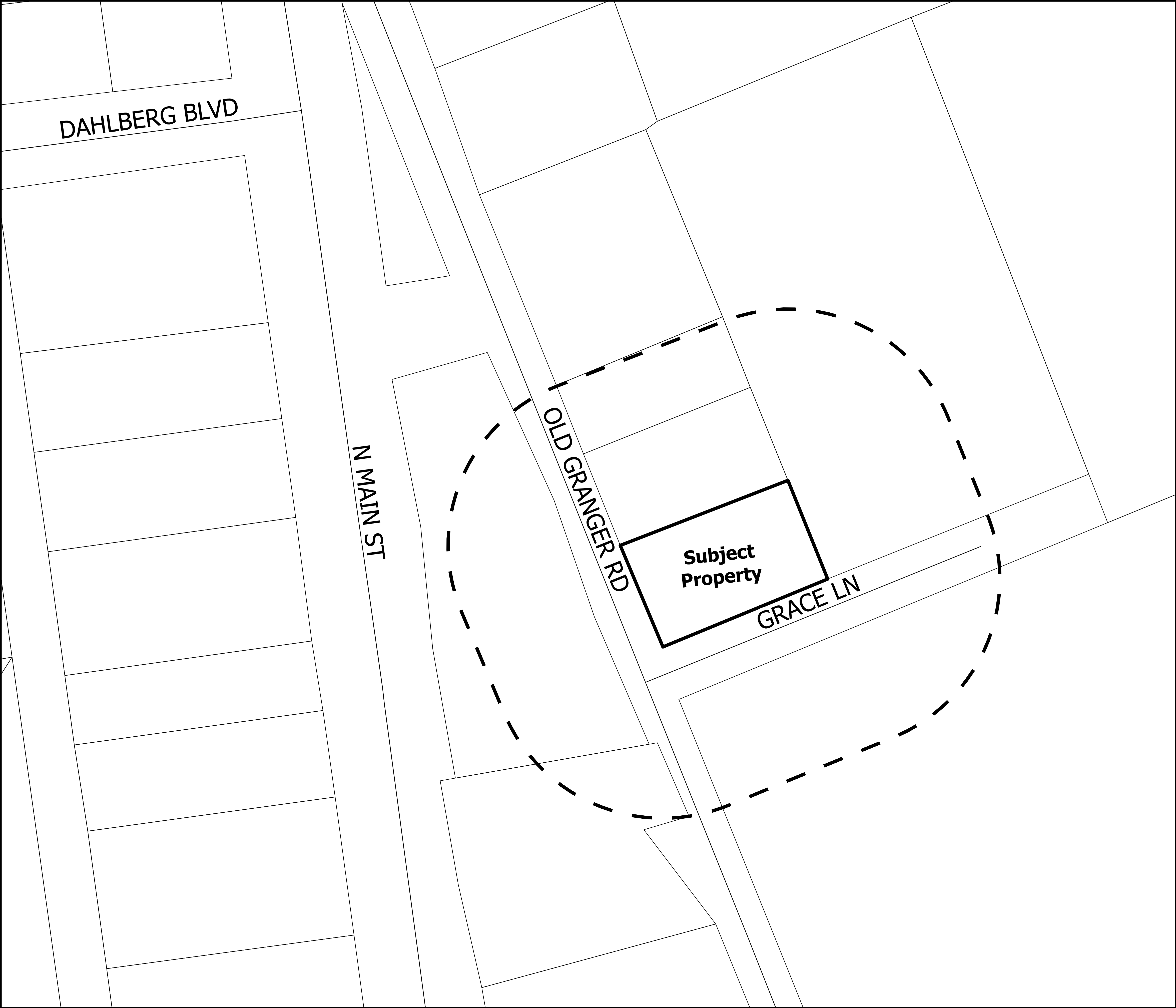
PZ-2022-1450

Old Granger Rd. Re-Zoning
Located at the Northeast Corner of the
Intersection of Old Granger Road and Grace
Lane
Proposed Zoning Map
Approximately 0.44 Acres

Legend

- | | |
|---------------------|--------------------|
| Proposed B-1 Zoning | B-2 |
| Parcels | I Institutional |
| Streets | MF-1 Multi- Family |
| ZONING | MF-2 Multi-Family |
| B-1 | R-1 Single Family |



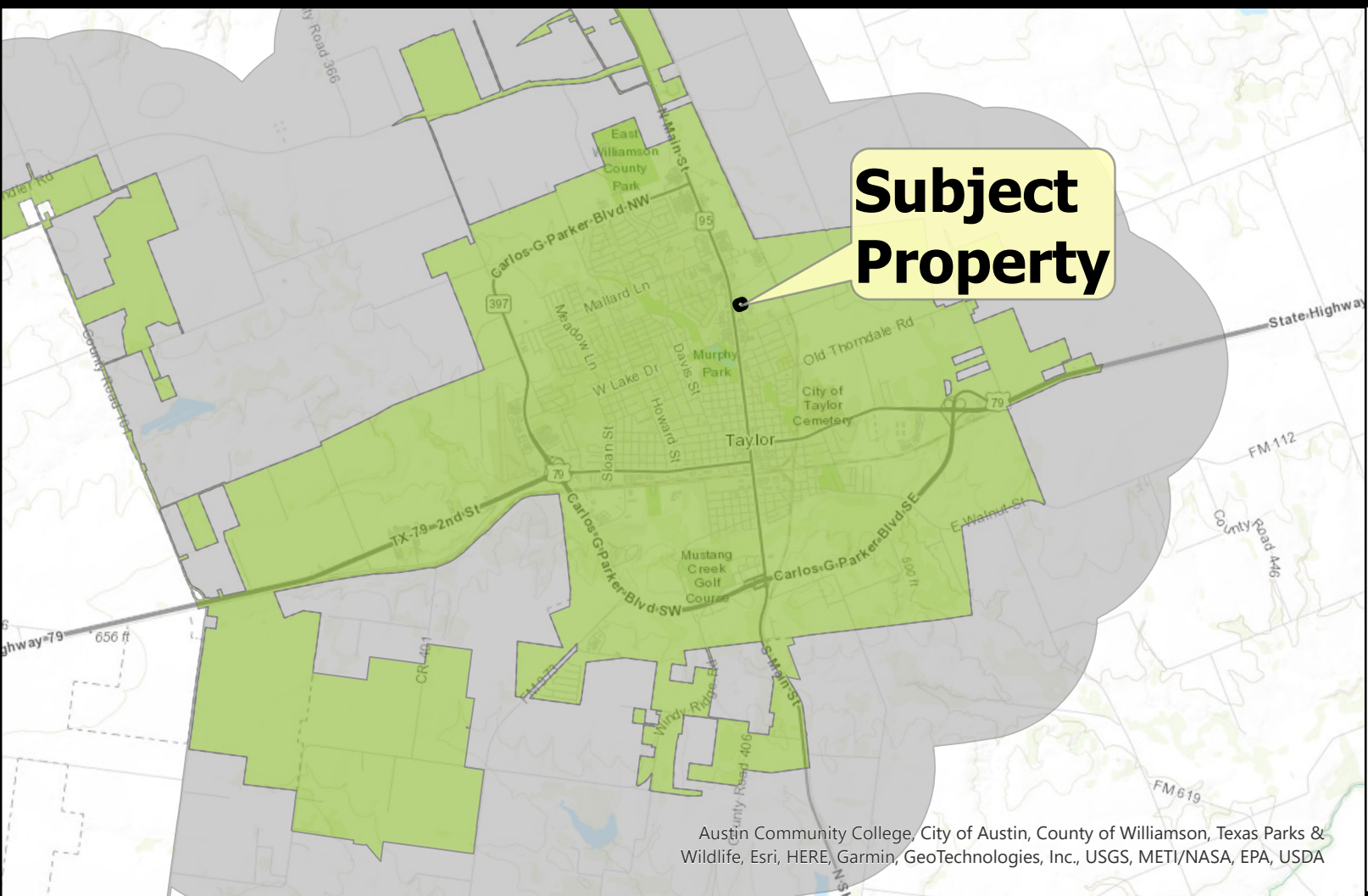


PZ-2022-1450

**Old Granger Rd. Re-Zoning
Located at the Northeast Corner of the
Intersection of Old Granger Road and Grace
Lane
Notice Area Map
Approximately 0.44 Acres**

Legend

-  Subject Property
-  200 ft. Buffer
-  Parcels
-  Streets



ORDINANCE NO. 2022-13

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 0.44 ACRES OF LAND, GENERALLY LOCATED NEAR THE INTERSECTION OF OLD GRANGER ROAD AND GRACE LANE, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R391934, FROM SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1) TO LOCAL BUSINESS ZONING DISTRICT (B-1), TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on April 28, 2022, to consider the request made by the applicant, whose property is legally described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes (“Property”), to change the zoning for the Property from Single-Family Residential Zoning District (R-1) to Local Business Zoning District (B-1); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on April 12, 2022, to consider the zoning request, and recommended approval of the zoning change to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Property zoning change.

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

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

SECTION 2. The zoning district of the Property is changed from Single-Family Residential Zoning District (R-1) to Local Business Zoning District (B-1).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from Single-Family Residential District (R-1) to Local Business Zoning District (B-1) as shown in Exhibit “B” attached hereto for all purposes.

SECTION 4. All other terms and conditions contained in the official zoning map, except as amended herein, shall continue and remain in full force and effect.

SECTION 5. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2022-13 was introduced before the Taylor City Council on the 28th day of April 2022.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, 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. 2022-13, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2022, 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 _____ 2022.

Dianna McLean
City Clerk

EXHIBIT A
(Legal Description)

DRAFT

EXHIBIT A

THE STATE OF TEXAS COUNTY OF WILLIAMSON

Being a 0.438 acre (19,079 square feet) tract of land out of the JOHN PHARRASS SURVEY, A-495, located in Williamson County, Texas, said 0.438 acre tract being part of the remainder of a called 143.26 acre tract conveyed from Joseph H. Lundell, Et Al to Wallace Seggern, filed November 5, 1970 and recorded in Volume 530, Page 746 of the Deed Records of Williamson County, Texas (DRWC), said 0.438 acre tract being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on January 14, 2022 and is true and correct to the best of my knowledge and belief. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 0.438 acre tract being more fully described as follows:

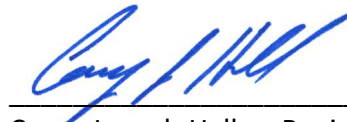
BEGINNING at a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set at the intersection of the East line of Old Granger Road and the North line of Grace Lane, being a West corner of Grace Place, a subdivision recorded in Cabinet G, Slide 319 of the Plat Records of Williamson County, Texas, and marking the Southwest corner of the herein described tract;

THENCE, North 22°05'20" West, with the East line of Old Granger Road, a distance of 106.15 feet, to a 1/2 inch iron rod with orange plastic cap stamped "RPLS 6362" found for the Southwest corner of a called 0.413 acre tract conveyed from Timothy Lee Bryant to RCT Holdings, LLC, 1902 Granger Rd. Series, filed June 19, 2020 and recorded in Document No. 2020065634 of the Official Public Records of Williamson County, Texas, and marking the Northwest corner of the herein described tract;

THENCE, North 67°40'41" East, with the South line of the said 0.413 acre tract, a distance of 180.22 feet, to a 1/2 inch iron rod with orange plastic cap stamped "RPLS 6362" found for the Southeast corner of the said 0.413 acre tract, being in the West line of Lot 1 of said Grace Place, and marking the Northeast corner of the herein described tract;

THENCE, South 21°43'33" East, with the West line of the said Lot 1, a distance of 105.97 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for an interior corner of the said Lot 1, in the North line of Grace Lane, and marking the Southeast corner of the herein described tract;

THENCE, South 67°37'11" West, with the North line of Grace Lane, a distance of 179.55 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 0.438 acres (19,079 square feet) of land, more or less.


Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194591

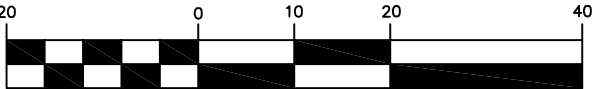


BEING 0.438 ACRE (19,079 SQ. FT.) OUT OF THE JOHN PHARRASS SURVEY, A-495 IN WILLIAMSON COUNTY, TEXAS AND BEING PART OF THE CALLED 143.26 ACRE TRACT CONVEYED FROM JOSEPH H. LUNDELL, ET AL TO WALLACE SEGGERN, FILED NOVEMBER 5, 1970 AND RECORDED IN VOLUME 530, PAGE 746 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

LOT 1
GRACE PLACE
CABINET G, SLIDE 319 PRWC

CONCRETE
ROAD

S21°43'33"E 105.97'



SCALE: 1"= 20'

0.413 ACRE
TIMOTHY LEE BRYANT
TO
RCT HOLDINGS, LLC, 1902
GRANGER RD. SERIES
FILED: 6/19/2020
DOC. 2020065634 OPRWC

0.438 ACRES
(19,079 SQ. FT.)

REMAINDER OF 143.26 ACRES
JOSEPH H. LUNDELL, ET AL
TO
WALLACE SEGGERN
FILED: 11/05/1970
VOLUME 530, PAGE 746 DRWC

N67°40'41"E 180.22'

S67°37'11"W 179.55'

GRACE LANE

- LEGEND
- 5/8 INCH IRON ROD FOUND
 - 5/8 INCH IRON ROD SET
 - GUY ANCHOR
 - ⊕ POWER POLE
 - ⊙ TELEPHONE POLE
 - ⊗ WATER VALVE
 - OVERHEAD ELECTRIC —
 - OHT — OVERHEAD TELEPHONE

1.3'

POINT OF
BEGINNING

N22°05'20"W 106.15'

OHT OHT OHT OHT

CONCRETE

EDGE OF ASPHALT

OLD GRANGER ROAD

ABBREVIATIONS
DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

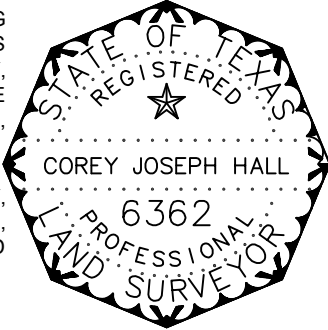
TO: LONGHORN TITLE COMPANY
RE: RCT HOLDINGS, LLC

THE UNDERSIGNED HEREBY CERTIFIES:
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **JANUARY 14, 2022**, AND 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, AND 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.

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48491C0533F**, **EFFECTIVE DECEMBER 20, 2019**, THE SUBJECT TRACT IS LOCATED IN **ZONE "X"**, WHICH IN THIS CASE **IS NOT** LOCATED IN A SPECIAL FLOOD HAZARD AREA.

Corey Joseph Hall

COREY JOSEPH HALL, RPLS
TEXAS REGISTRATION NO. 6362



- NOTES:
- THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **LONGHORN TITLE COMPANY**, G.F. NO. **TAY2200504**. EFFECTIVE DATE: **JANUARY 6, 2022**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
 - BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.

- SCHEDULE B ITEMS (10)
- EASEMENT DATED AUGUST 6, 1946, EXECUTED BY C.A. LUNDELL AND OLLIE LUNDELL TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 341, PAGE 103 DRWC. **MAY AFFECT SUBJECT PROPERTY**
 - EASEMENT DATED JANUARY 24, 1980, EXECUTED BY WALLACE SEGGERN TO THE CITY OF TAYLOR, RECORDED IN VOLUME 790, PAGE 478 DRWC. **DOES NOT AFFECT SUBJECT PROPERTY**
 - EASEMENT AND RIGHT OF WAY DATED MAY 29, 1980, EXECUTED BY WALLACE SEGGERN TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 801, PAGE 160 DRWC. **DOES NOT AFFECT SUBJECT PROPERTY**
 - EASEMENT AND RIGHT OF WAY DATED OCTOBER 18, 1979, EXECUTED BY WALLACE SEGGERN TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 801, PAGE 197, DRWC. **DOES NOT AFFECT SUBJECT PROPERTY**
 - EASEMENT AND RIGHT OF WAY DATED JULY 22, 1980, EXECUTED BY WALLACE SEGGERN TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 833, PAGE 700 DRWC. **DOES NOT AFFECT SUBJECT PROPERTY**
 - EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED JULY 9, 2015 TO QWEST COMMUNICATIONS COMPANY, RECORDED UNDER DOCUMENT No. 2015058336 ORWC. **MAY AFFECT SUBJECT PROPERTY**



**KONTUR
TECHNICAL, LLC**

26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TEL: (512) 360-0012 TBPELS REGISTRATION #10194591

LAND TITLE SURVEY
OLD GRANGER ROAD
TAYLOR, TEXAS

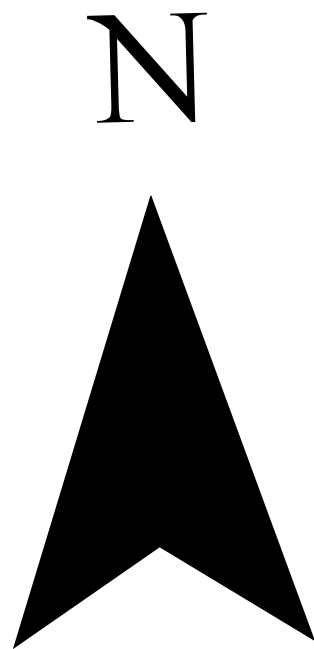
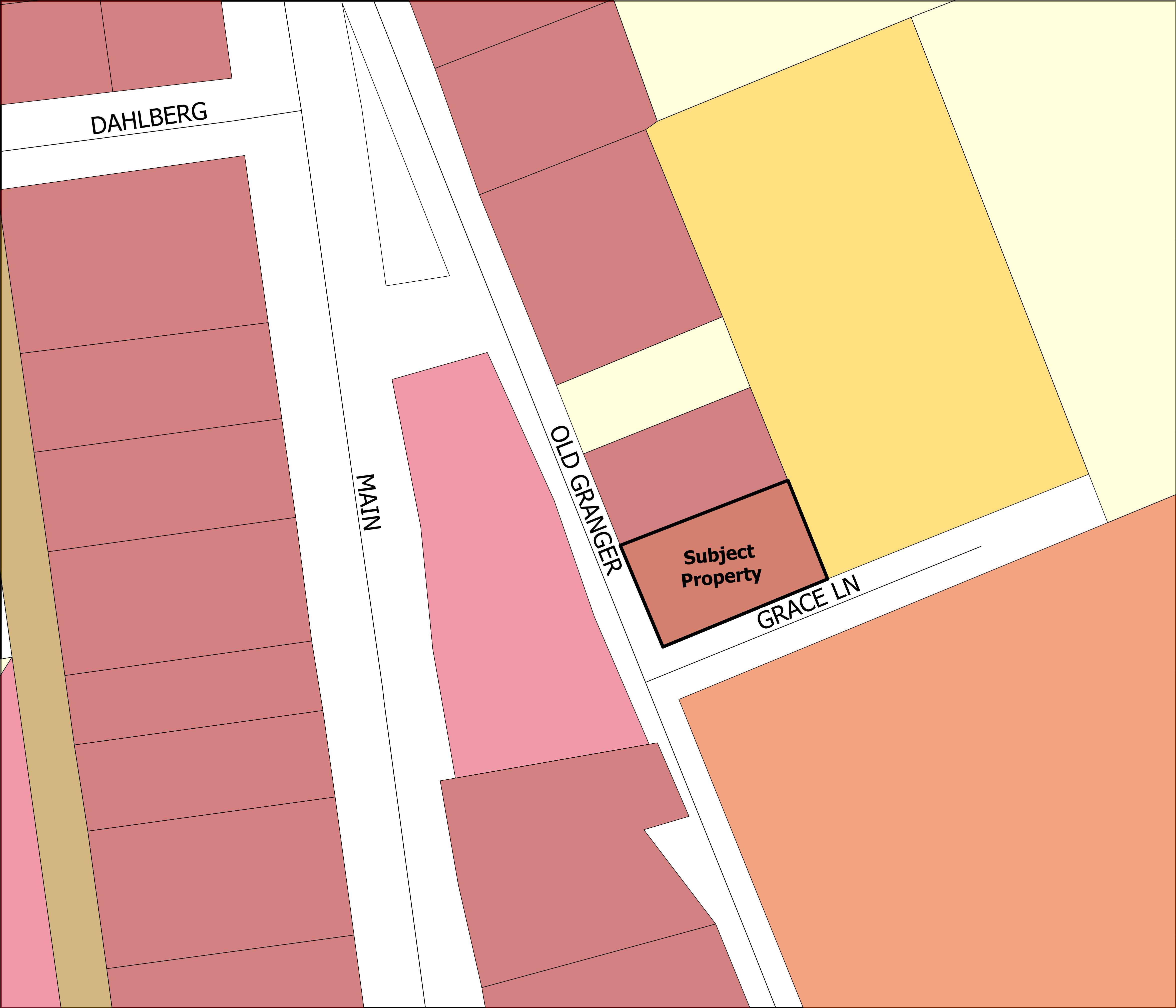
DRAWN BY: BRC

DATE: 1/14/2022

JOB NO.: 4001.071

SCALE: 1" = 20'

SHEET 1 OF 1

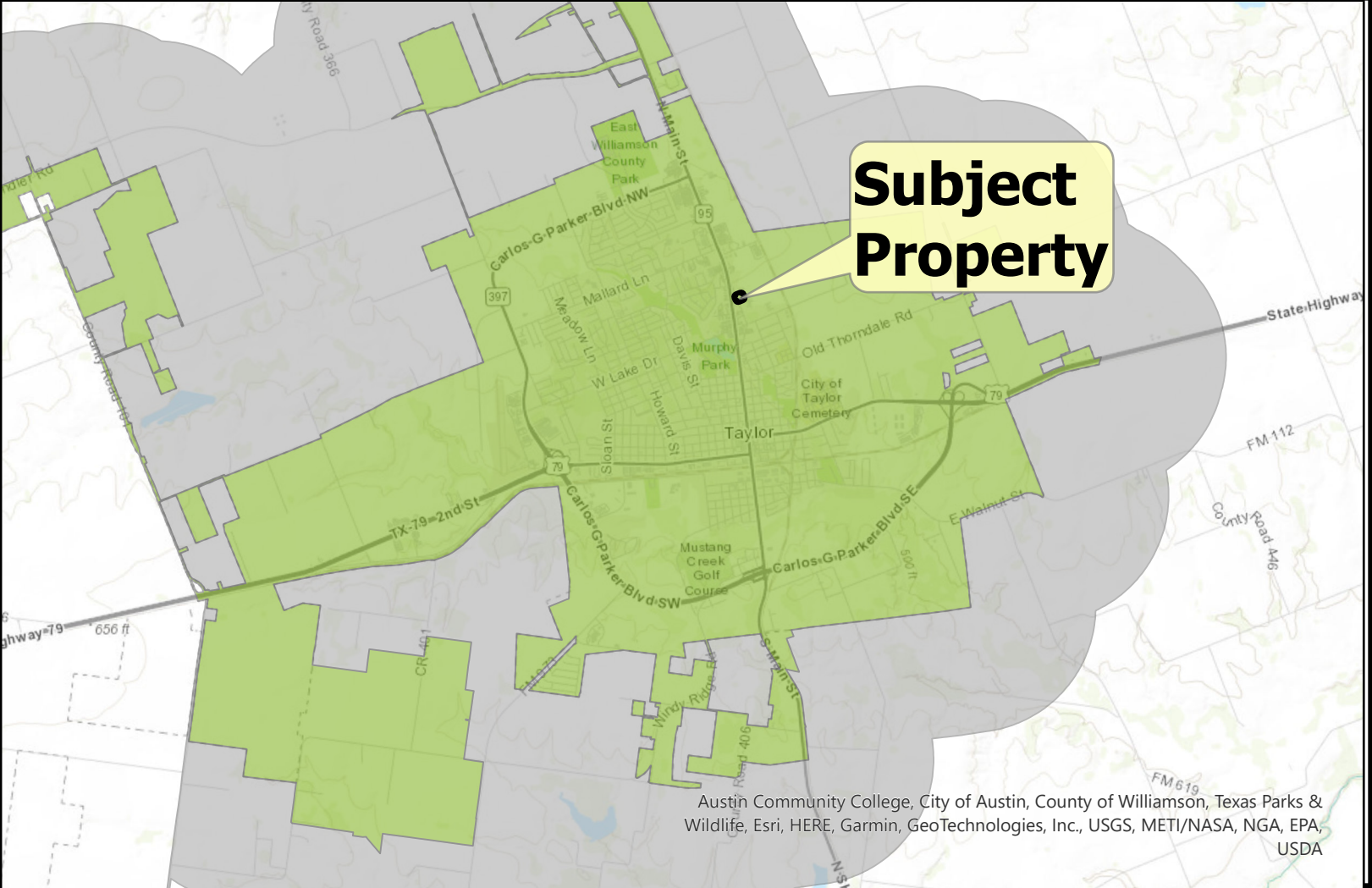


PZ-2022-1450

Old Granger Rd. Re-Zoning
Located at the Northeast Corner of the
Intersection of Old Granger Road and Grace
Lane
Proposed Zoning Map
Approximately 0.44 Acres

Legend

- | | |
|---------------------|--------------------|
| Proposed B-1 Zoning | B-2 |
| Parcels | I Institutional |
| Streets | MF-1 Multi- Family |
| ZONING | MF-2 Multi-Family |
| B-1 | R-1 Single Family |



City of Taylor City Council

April 28, 2022



PZ-2022-1450

Old Granger Rd. Re-Zoning

Growth Sectors & Future Land Use Maps

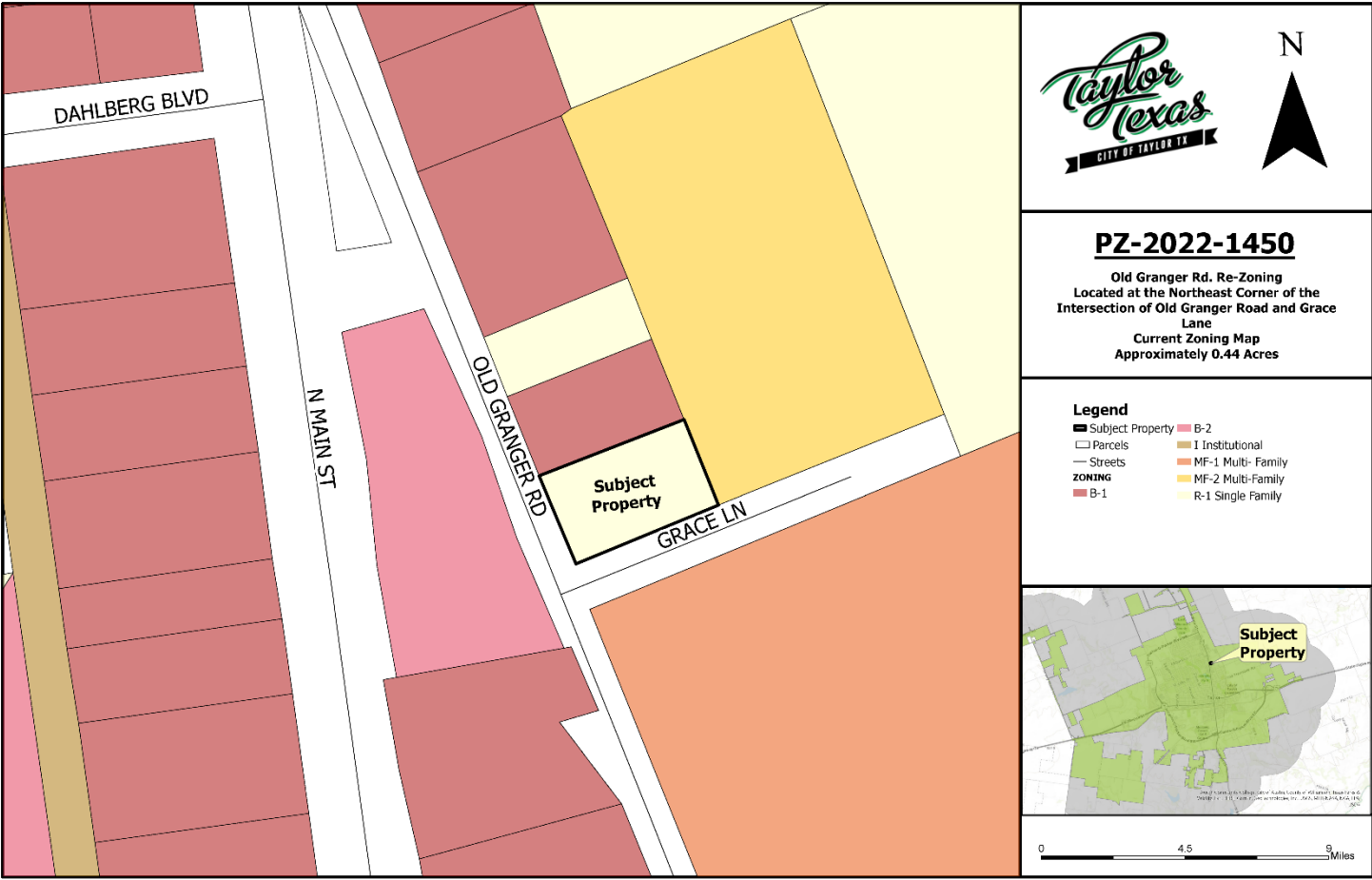


Infill Growth Sector

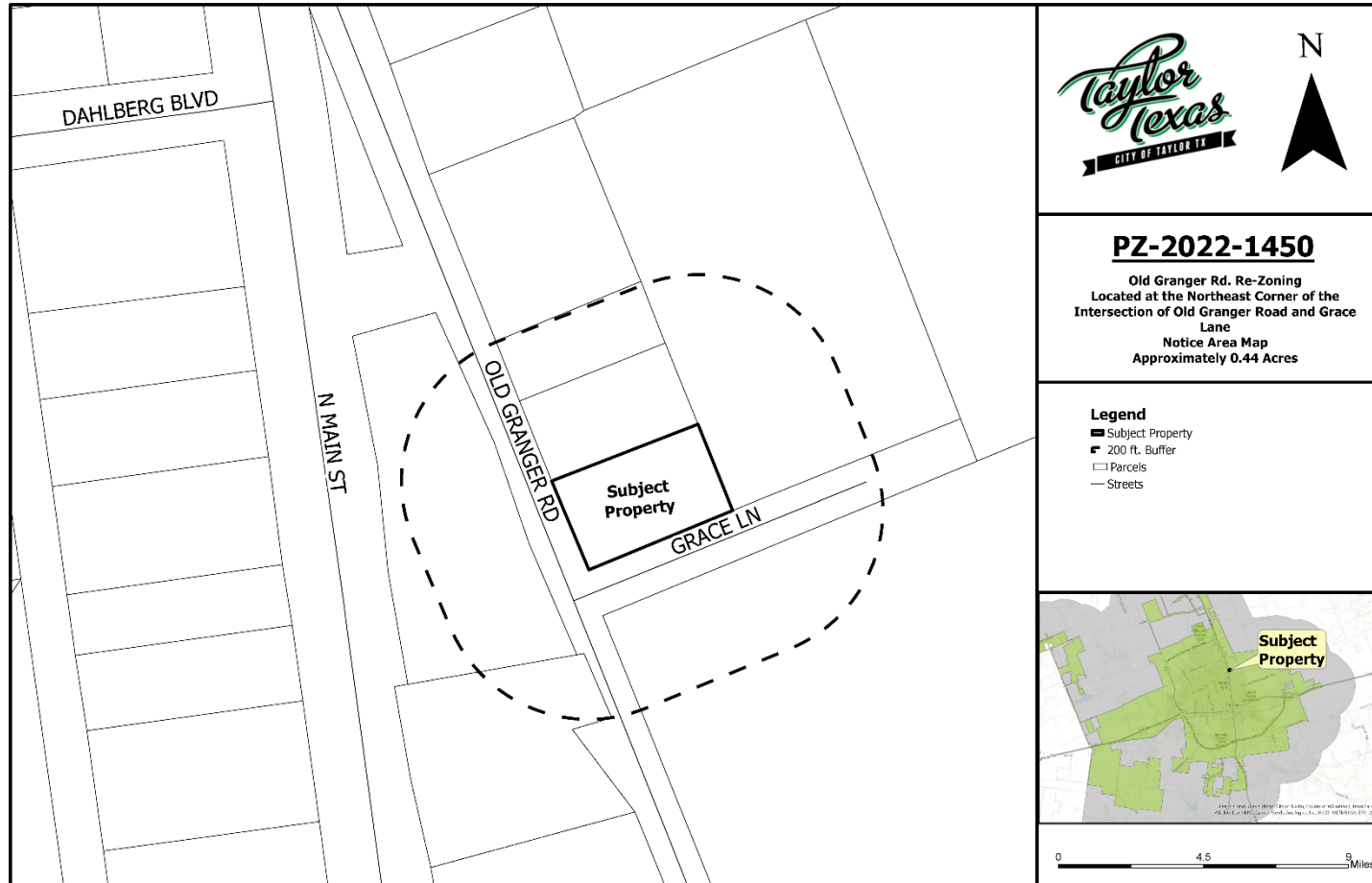


Market Center: Community

Current Zoning Map

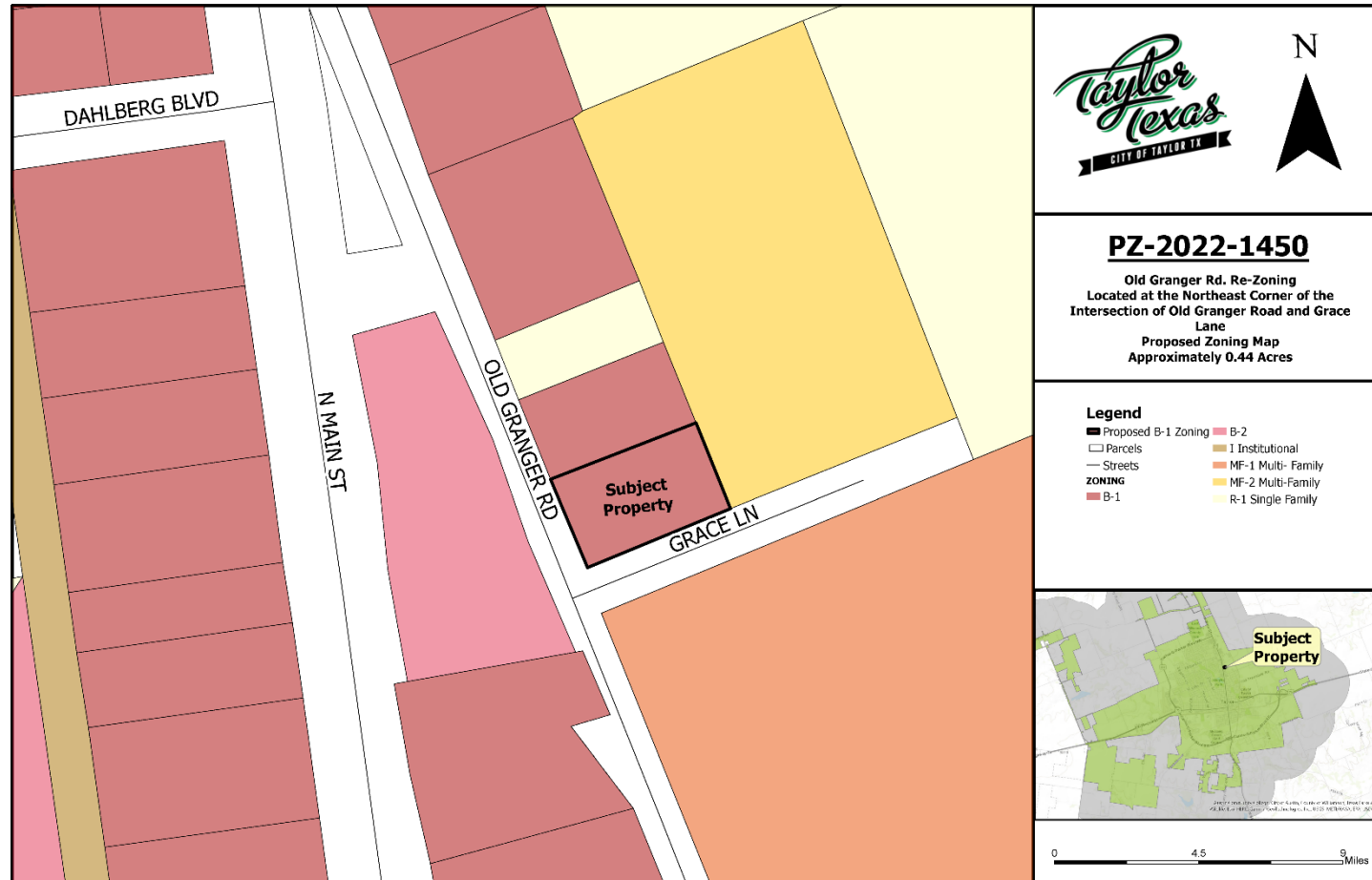


Notice Area Map



- 9 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

Proposed Zoning Map





= Subject Property

Facing Northwest along Grace Lane



Residential Remodel for Commercial Use
(1902 Old Granger Rd. abuts Subject Property to the North)

P&Z Recommendation

The Planning & Zoning Commission unanimously recommended approval of the proposed re-zoning at their meeting on April 12th.



City Council Meeting ***April 28, 2022*** ***Transmittal Letter***

STRATEGIC PILLAR

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

Agenda Item #: 10

Agenda Title: **Hold a public hearing and introduce Ordinance 2022-14 amending Ordinance 2019-28, changing the zoning of approximately 756.00 acres of Single-Family Residential Zoning District (R-1) to 756.00 acres of General Commercial Zoning District (B-2) with a Commercial Planned Development Overlay (B-2/CPD), addressed as 201 FM 3349, Taylor, Williamson County, Texas.**

Council Action to be taken: Hold public hearing and introduce the ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

The applicant is proposing changes to the development standards in the approved planned development as there have been some significant changes since the project began. First, the initial off-street parking standard must be updated for ease of use and for office and industrial land uses. Second, FM 3349 is being widened which has prompted the relocation of a pipeline which required adjustments to the landscape standards along FM 3349.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

City Council adopted ordinance 2019-28 rezoning the RCR Rail Park property to a commercial planned development zoning district in September 2019.

The property owner has requested to change the development standards related to off-street parking requirements and landscaping. Staff has analyzed the requests and believe that they achieve the intended goals of the original planned development.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Makes necessary changes to the planned development standards to accommodate changing circumstances	N/A

4. RECOMMENDATION

The Planning and Zoning Commission unanimously recommended approving the requested amendment to the planned development standards at their April 12, 2022 meeting.

5. FUNDING SOURCE

N/A

6. TIMELINE

The Planning and Zoning Commission held a public hearing on April 12, 2022.
The public hearing and introduction of the ordinance amending Ordinance 2019-18 rezoning the subject property is scheduled for April 28, 2022.
City Council will consider adopting the rezoning ordinance on May 10, 2022.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 10a. [P&Z Staff Report](#)
- 10b. [Zoning Map](#)
- 10c. [Notice](#) Area Map
- 10d. [Ordinance 2022-14](#)
- 10e. [Exhibit "A"](#)
- 10f. [Exhibit "B"](#)
- 10g. [PZ-2022-1133 PowerPoint](#)

City of Taylor
201 FM 3349
Amendment RCR Planned Development
Staff Report

Requested Action: Amendment to 2.3 – Off street parking and 2.4 - Landscape and screening standards (Vegetative Buffer) in the Planned Development Ordinance No. 2019-28.

Applicant: Richard Heiges/Railroad Infrastructure and Terminal Development, RITD

Subject Property: Is approximately 756.00 acres, addressed as 201 FM 3349 and located at the southwest intersection of SH 79 and FM 3349; more particularly described by Williamson Central Appraisal District Parcel numbers R586971, R605484, R605486, R586973, R586972, R019450, R019173 R435559, R435560, R605658, R605704, R349685, R605702, and R619617, Taylor, Williamson County, Texas.

Parcel Information

Current Zoning: General Business Zoning District with a Commercial Planned Development Overlay (B-2/CPD)

Current Use: Rail Distribution Center

Proposed Change: Off Street Parking and Landscape/Screening Standards

Future Land Use Plan: Employment Center: Regional

Adjacent Parcel Information

Direction	Land Use	Zoning
North	Railroad and SH 79	Outside the City Limits
South	Rural Estate/Farmland	Outside the City Limits
East	Farmland	Future Samsung
West	FM 3349	Outside the City Limits

Purpose:

The applicant is proposing to amend the Commercial Planned Development Ordinance that was adopted September 26, 2019. As a reminder, the current Zoning Ordinance has little or no development standards for the industrial districts (M-1 and M-2). Consequently, when RCR went through the re-zoning process, the Ordinance provided one way to move forward with the project, re-zoning to General Business Zoning District with a Commercial Planned Development Overlay (B-2/CPD). The Commercial Planned Development Overlay enabled the City and the applicant to work together to create tailored development standards for RCR – Taylor Logistics Park.

The applicant is proposing the changes to the development standards in the approved planned development as there have been some significant changes since the project began. First, the initial off-street parking standard must be updated for ease of use and for office and industrial land uses. The parking requirement for office will be based on the floor area square footage of that use. Percentages will not be used. Parking requirements for transient industrial uses are being eliminated as a permanent requirement as it's not needed for temporary uses. Second, FM 3349 is being widened. This plan has prompted the relocation of a Flint Hills pipeline. The pipeline is being relocated within the subject property along FM 3349. This necessitates a change to the screening along FM 3349. The proposed updates are below:

The stricken part of 2.3 – Off-street parking will be replaced.

2.3 – Off-street parking

Off-street parking standards shall be determined in accordance with Chapter 6 of the Zoning Ordinance with the following exceptions in Table 2.2:

~~If greater than 50% of the traffic to the business is solely for the purpose of loading/unloading of freight, the minimum number of standard parking spaces shall be 1 per 400 square feet of enclosed office space within the warehouse storage building.~~

2.2 Off-Street Parking Table

<u>Parking Deviations</u>	
<u>Land Use/Type</u>	<u>Off-street Parking Requirement</u>
Office Space	1/400 sf* of floor area
Warehouse Space/Distribution Center	None
Loading/Unloading Area	None

*square feet

For the update to Landscape and screening standards the ordinance shall read:

2.4 – Landscape and screening standards

All landscaping within this CPD shall be designed under a unified set of landscape standards.

A vegetative buffer of fifty (50) feet in width shall be required adjacent to existing and proposed rights-of-way for roadways adjacent to or within this CPD as shown on the “Landscape Standards” exhibits included in this CPD (Exhibits 1 and 1A).

Within the 50-foot vegetative buffer along FM 3349 (Exhibit 1B), one row of canopy trees is required. The trees must be placed 25-feet from the western property line and 15-feet from the northern and southern property lines, must be planted at 30-foot centers. Within the projected adult canopy of each tree, four (4) shrubs must

be planted. The shrubs may be tandem with the trees. All trees must be placed on top a four-foot (4) berm at the apex to provide optimal screening.

Updated Staff Analysis:

As City Staff we acknowledge that Taylor's world has changed since inception of the RCR project began so some updates to the Commercial Planned Development are warranted. As before we must defer to the guiding documents. The Growth Sectors Map designates the RCR - Taylor Logistics Park as a restricted growth area. The Future Land Use Map designates RCR as a Regional Employment Center. The proposed updates are consistent with the Comprehensive Plan.

Staff Recommendation

Staff recommends approval of the request to update the Commercial Planned Development Overlay. First, updating the 2.3 Off street parking with a table, for industrial land uses, will make the ordinance clearer to potential developers and lessees interested in RCR. Second, updating the requirements of the vegetative buffer along FM 3349 will permit RCR to facilitate the relocation of the Flint Hills' pipeline. The pipeline must be relocated to move forward with the State plans for the widening of FM 3349.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for re-zoning and making a recommendation to City Council either in favor of or in opposition to each request.

In determining a recommendation on a re-zoning request, the Planning and Zoning Commission should consider the following factors:

- **Are the Planned Development updates consistent with the Comprehensive Plan?**

The updates are consistent with the Comprehensive Plan. The Future Land Use Map shows the subject property as a Regional Employment Center, which RCR is.

- **Is the Planned Development compatible with the surrounding area?**

The updates are compatible with the surrounding area and is in response to all the changes and growth Taylor is experiencing. Additionally, the widening of FM 3349 prompted the relocation of the pipeline easement that necessitated the alteration of the vegetative buffer along FM 3349.

- **Does the update promote the public health, safety, or general welfare?**

The amendments do promote the public health, safety, and welfare of Taylor as they are consistent with the Future Land Use Map. The tailored development

standards allow regional projects in the appropriate location and protect the residents of Taylor.

- **Is adequate infrastructure available or planned to meet the needs of the proposed land use?**

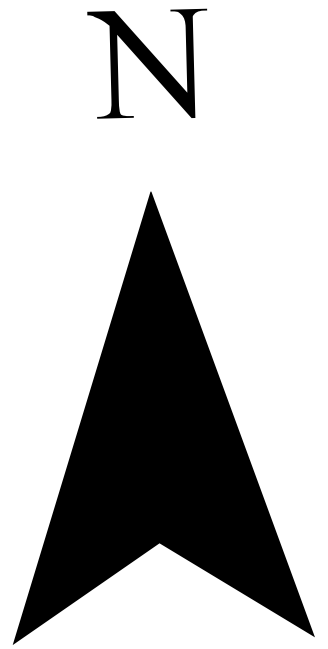
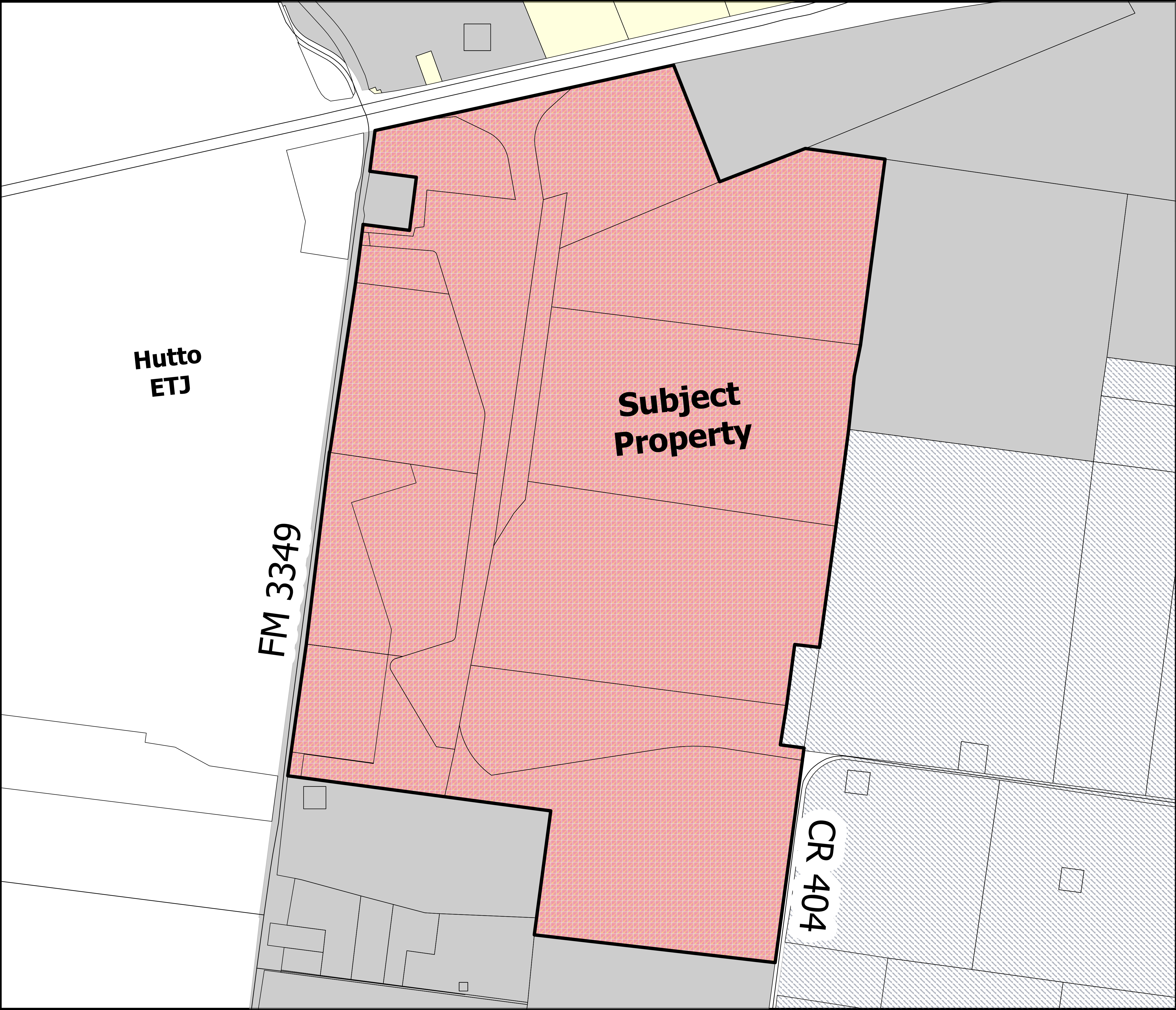
Water is available and being extended by the developer. At this time, there are no options available to RCR for wastewater; however, in the future there will be options to the north, west and east. Temporary septic was approved for the lots to the west of RCR- Taylor Logistics Park previously and may still be necessary as the earliest prediction for wastewater availability is 2023.

- **Do current conditions indicate that the proposed updates to the Planned Development are necessary?**

As stated above, the updates are in response to the changes and growth in Taylor so they are necessary for the RCR to be up to date with current events. The widening of FM 3349 can't happen RCR doesn't accommodate the relocation of the pipeline which has prompted the change to the vegetative buffer. Also, the Samsung development has prompted suppliers for them and other businesses to want to locate in RCR.

Attachments:

1. Zoning map
2. Notice Area Map
3. Draft Planned Development Ordinance 2019-28 Update
 - a. Exhibit "A"
 - b. Exhibit "B"

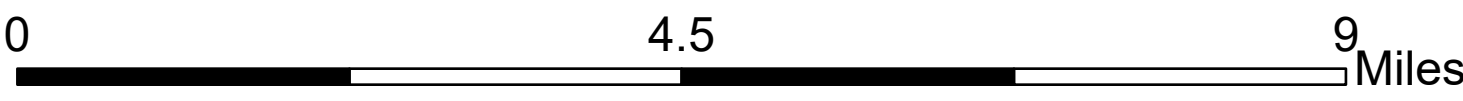
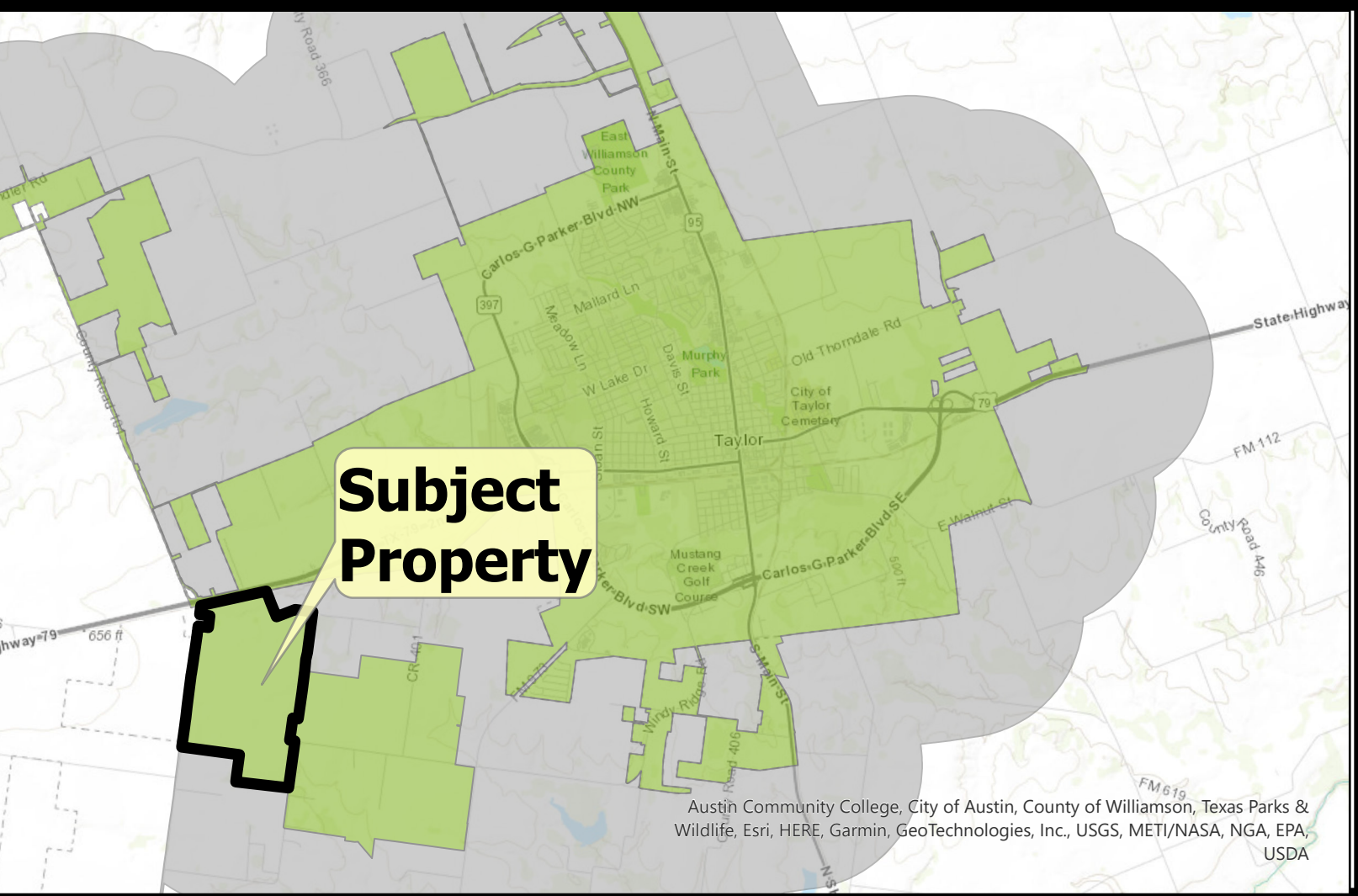


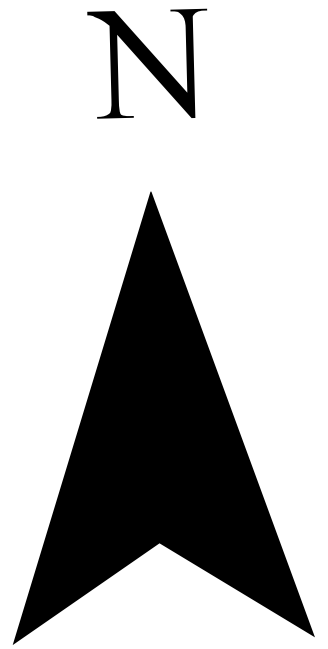
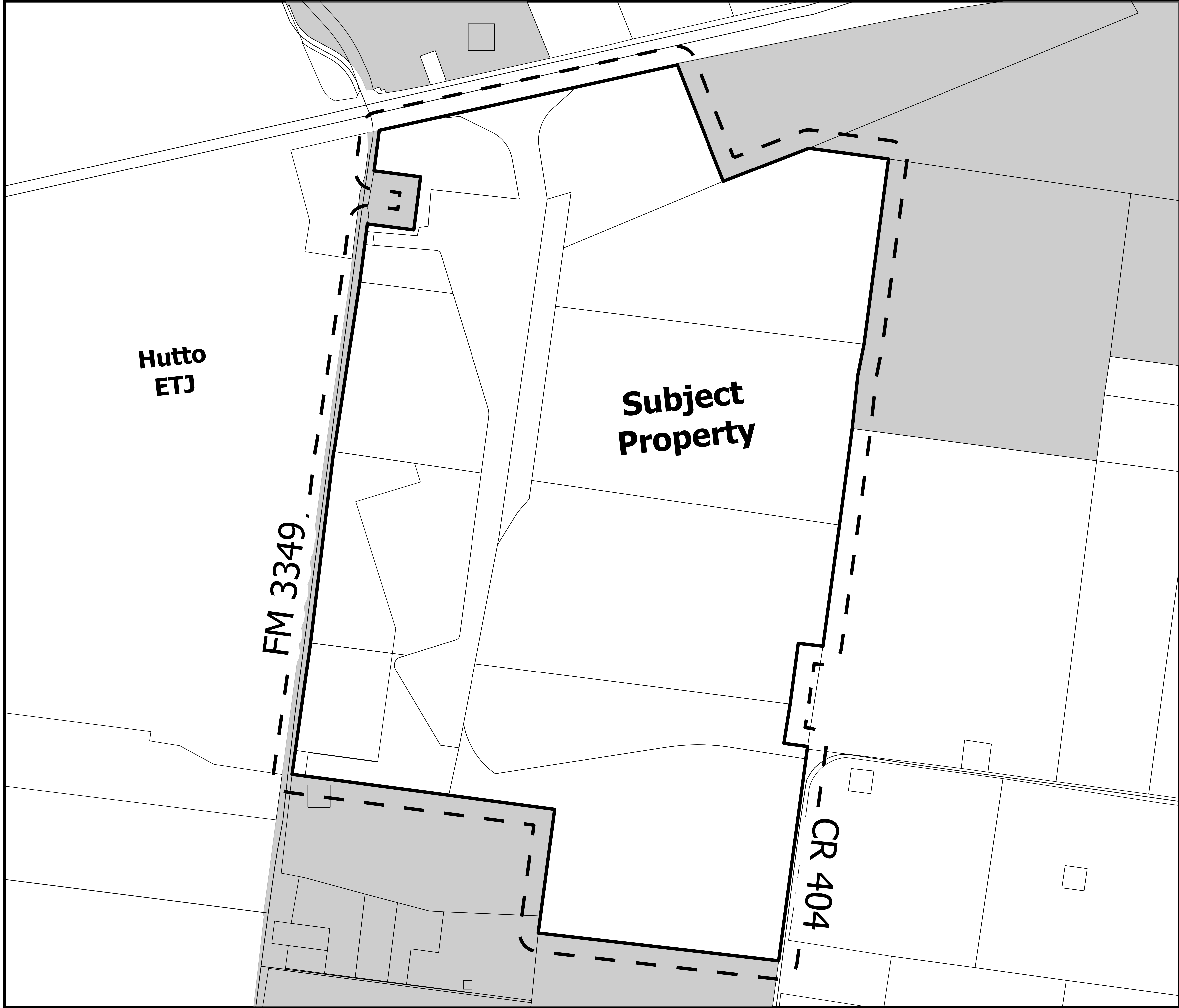
PZ-2019-1133

**RCR-Taylor Logistics Park Planned
Development Amendment
Current Zoning Map
201 FM 3349
Approximately 756.00 Acres**

Legend

- ETJ
- Subject Property
- Parcels
- Streets
- ZONING
- B-2/CPD
- R-1 Single Family
- M-2/CPD



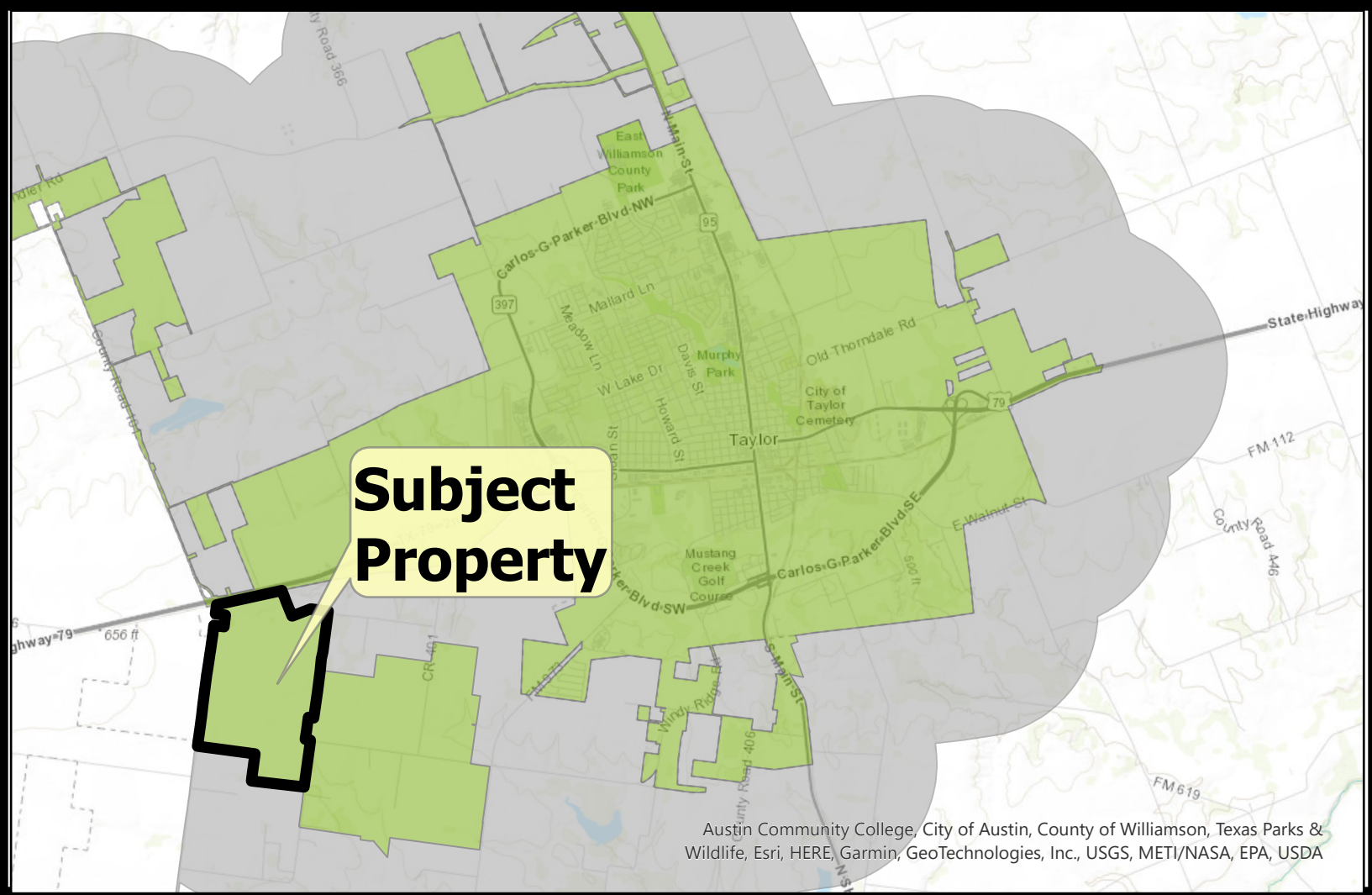


PZ-2019-1133

**RCR-Taylor Logistics Park Planned
Development Amendment
Notice Area Map
201 FM 3349
Approximately 756.00 Acres**

Legend

- ETJ
- Subject Property
- 200 ft. Buffer
- Parcels
- Streets



ORDINANCE NO. 2022-14

AN ORDINANCE AMENDING ORDINANCE 2019-28 THAT CHANGED THE ZONING OF APPROXIMATELY 756 ACRES OF LAND DESCRIBED IN THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1) TO GENERAL BUSINESS ZONING DISTRICT WITH A COMMERCIAL PLANNED DEVELOPMENT OVERLAY (B-2/CPD) WHICH IS GENERALLY LOCATED AT 201 FM 3349, IN TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF TAYLOR, TEXAS TO SHOW THE ZONING CHANGE SET FORTH IN THIS ORDINANCE; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on April 28, 2022, to consider the request made by Railroad Infrastructure & Terminal Development, LLC./Richard Heiges as agent for Hydrie McAlister, owner of the 756 acre tract, which 756.00 acres is legally described in Exhibit A attached hereto and incorporated by reference herein for all purposes (“Property”); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on April 12, 2022, to consider the amendment, and recommended approval of the amendment to the City Council; and

WHEREAS, the City Council, after the public hearing, approved the request for the amendment, as herein after set out.

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

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

SECTION 2. The property is described in Exhibit A, being approximately 756.00 acres of land zoned General Business Zoning District with a Commercial Planned Development Overlay (B-2/CPD).

SECTION 3. The Commercial Planned Development hereby referred to as the RCR-Taylor Logistics Park Planned Development shall be amended in Exhibit B, 2.3 - Off street parking, 2.4 – Landscape and screening standards and adding Exhibit 1A, attached hereto and incorporated by reference herein.

SECTION 4. The City Council hereby adopts the amended Ordinance 2022-14.

SECTION 5. All other terms and conditions contained in the Ordinance 2019-28, except as amended herein, shall continue and remain in full force and effect.

SECTION 6. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of

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

SECTION 7. In accordance with Article VIII of the City Charter, Ordinance 2022-14 was introduced before the Taylor City Council on the 28th day of April 2022.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, 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. 2022-13, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2022, 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 _____ 2022.

Dianna McLean
City Clerk

DRAFT

EXHIBIT "A"

DESCRIPTION OF A 193.41 ACRE TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT 562, THE W. NOBLES SURVEY, ABSTRACT 484, AND THE J. C. EAVES SURVEY, ABSTRACT 213, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 199.922 ACRE TRACT OF LAND, SAVE AND EXCEPT 5.00 ACRES AND SAVE AND EXCEPT ANY OTHER PORTION OR PORTIONS THEREOF PREVIOUSLY CONVEYED AS DESCRIBED IN A DEED FROM MARGARET MINGS BUNNELL TO STEVEN SLAUGHTER AS TRUSTEE OF THE MARGARET MINGS BUNNELL, REVOCABLE LIVING TRUST, AND RECORDED IN DOCUMENT NO. 2014008746 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 193.41 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TxDOT) Type I concrete monument found on the west right-of-way line of Farm to Market Road 3349 (FM 3349), a 100' width right-of-way, as described in deed to the State of Texas, and recorded in Volume 673, Page 207 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.), said point being the northeast corner of a called 1.699 acre tract as described in deed to Elisabeth Henning and husband, Emmanuel Manigand and being Lot 1 of the Gene Rydell Estate, and recorded in Document No. 2008081540, O.P.R.W.C.TX., same being the southeast corner of a called 13.18 acre tract as described in deed to Jonah Water Special Utility District and recorded in Document No. 2002103516, O.P.R.W.C.TX.;

THENCE S 82°24'18" E, over and across said FM 3349, a distance of 100.00 feet to a 1/2-inch iron rod with SAM cap set on the west line and the POINT OF BEGINNING of the herein described tract, said point being on the east right-of-way line of said FM 3349, said point having calculated grid coordinates of N:10175317.24, E:3193541.32;

THENCE N 07°13'58" E, with the east right-of-way line of said FM 3349 and the west line of the herein described tract, a distance of 342.08 feet to a 1/2-inch iron rod with SAM cap set for the southwest corner of a called 5.00 acre tract of land as described in a deed to the City of Hutto, and recorded in Document No. 2003011596, O.P.R.W.C.TX., from which a TxDOT Type I monument found bears N 07°13'58" E, a distance of 60.24 feet;

THENCE with the south, east and north line of said 5.00 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) S 82°38'41" E, a distance of 436.92 feet to a 1/2-inch iron rod with SAM cap set for the southeast corner of said 5.00 acre tract,
- 2) N 07°13'58" E, a distance of 498.81 feet to 1/2-inch iron rod found for the northeast corner of said 5.00 acre tract, and
- 3) N 82°38'41" W, passing at a distance of 436.70 feet a 5/8-inch iron rod with a cap stamped "VARA SURVEYING" found, and continuing for a total distance of 436.92 feet to a calculated point on the east right-of-way line of said FM 3349, same being the northwest corner of said 5.00 acre tract;

THENCE N 07°13'58" E, with the west line of the herein described tract, same being the east right-of-way line of said FM 3349, passing at a distance of 329.77 feet to a 1/2-inch iron rod with SAM cap set on the south right-of-way line of Union Pacific Railroad (200 foot width right-of-way), and recorded in Volume 17, Page 588, D.R.W.C.TX., and continuing for a total distance of 383.12 feet to a calculated point in the north line of said 199.922 acre tract, for the northwest corner of the herein described tract;

193.41 ACRES

J. J. STUBBLEFIELD SURVEY, ABSTRACT 562

W. NOBLES SURVEY, ABSTRACT 484

J. C. EAVES SURVEY, ABSTRACT 213

WILLIAMSON COUNTY, TEXAS

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THENCE N 77°23'39"E, with the north line of said 199.922 acre tract and the herein described tract, passing at a distance of 1.29 feet a 3/4-inch iron rod found, and continuing for a total distance of 2,846.85 feet to a 2-inch cedar post found for the most northerly northeast corner of said 199.922 acre tract and the herein described tract, from which a 1-inch iron pipe found bears N 27°26'55" W, a distance of 4.58 feet;

THENCE S 21°32'51" E, with an east line of said 199.922 acre tract, passing at a distance of 47.27 feet to a 1/2-inch iron rod with SAM cap set on the south right-of-way line of said Union Pacific Railroad, and continuing with the east line of said 199.922 acre tract, same being a west line of a called 305.22 acre tract as described in a deed to C. Ernest Lawrence and recorded in Document No. 2005011334, O.P.R.W.C.TX., for a total distance of 1,181.09 feet to a 1/2-inch iron rod found for the interior ell corner of the said 199.922 acre tract and the herein described tract;

THENCE N 68°47'13" E, with a north line of said 199.922 acre tract and a south line of said 305.22 acre tract, a distance of 856.19 feet to a 1/2-inch iron rod with SAM cap set for an angle point;

THENCE S 82°23'17" E, with a north line of said 199.922 acre tract and a south line of said 305.22 acre tract, a distance of 750.03 feet to a 3-inch metal post found for the most easterly northeast corner of said 199.922 acre tract and the herein described tract;

THENCE S 07°32'28" W, with the east line of said 199.922 acre tract, and a west line of said 305.22 acre tract, a distance of 1,747.60 feet to a 1/2-inch iron rod with SAM cap set for the southeast corner of said 199.922 acre tract and the herein described tract, same being the northeast corner of a called 186 acre tract as described in a deed to Irving J. Bentley and wife, Nancy Bunnell Bentley, and recorded in Volume 1974, Page 994 of the Official Records, Williamson County, Texas (O.R.W.C.TX.), from which a 1-inch iron pipe bears S 82°56'29" E, a distance of 0.74 feet, also from which a 1/2-inch iron rod with SAM cap set at the base of the leaning cross-tie fence post called for in deed found bears S 07°32'28" W, passing a calculated point from which a 1/2-inch iron rod found bears N 80°33'47" W, a distance of 2.03 feet, passing a 1/2-inch iron rod with SAM cap set, a distance of 1,689.68 feet, from which a disturbed 3/4-inch iron pipe found bears S 82°56'27" E, a distance of 1.34 feet; for a total distance of 2,829.56 feet;

THENCE N 82°56'29" W, with the south line of said 199.922 acre tract and the north line of said 186 acre tract, a distance of 4,741.28 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349, for the southwest corner of the herein described tract, from which a TxDOT Type I monument found bears S 07°35'42" W, a distance of 2,514.05 feet, S 07°28'28" W, a distance of 1,896.17 feet, and S 07°39'33" W, a distance of 376.62 feet;

193.41 ACRES
J. J. STUBBLEFIELD SURVEY, ABSTRACT 562
W. NOBLES SURVEY, ABSTRACT 484
J. C. EAVES SURVEY, ABSTRACT 213
WILLIAMSON COUNTY, TEXAS

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THENCE N 07°35'42" E, with the east right-of-way line of said FM 3349, same being the west line of the herein described tract, a distance of 204.18 feet to the **POINT OF BEGINNING**, containing 193.41 acres of land more or less, of which 3.18 acres of land is within the said Railroad right-of-way.

Bearing Basis: Texas State Plane Coordinate System, NAD83, Central Zone (4203). All coordinates are grid values. All distances are surface values in U.S. Survey Feet. To compute grid values, multiply surface distances by a Combined Scale Factor of 0.99988651.

Reference is herein made to the Survey Plat accompanying this metes and bounds description of even date.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

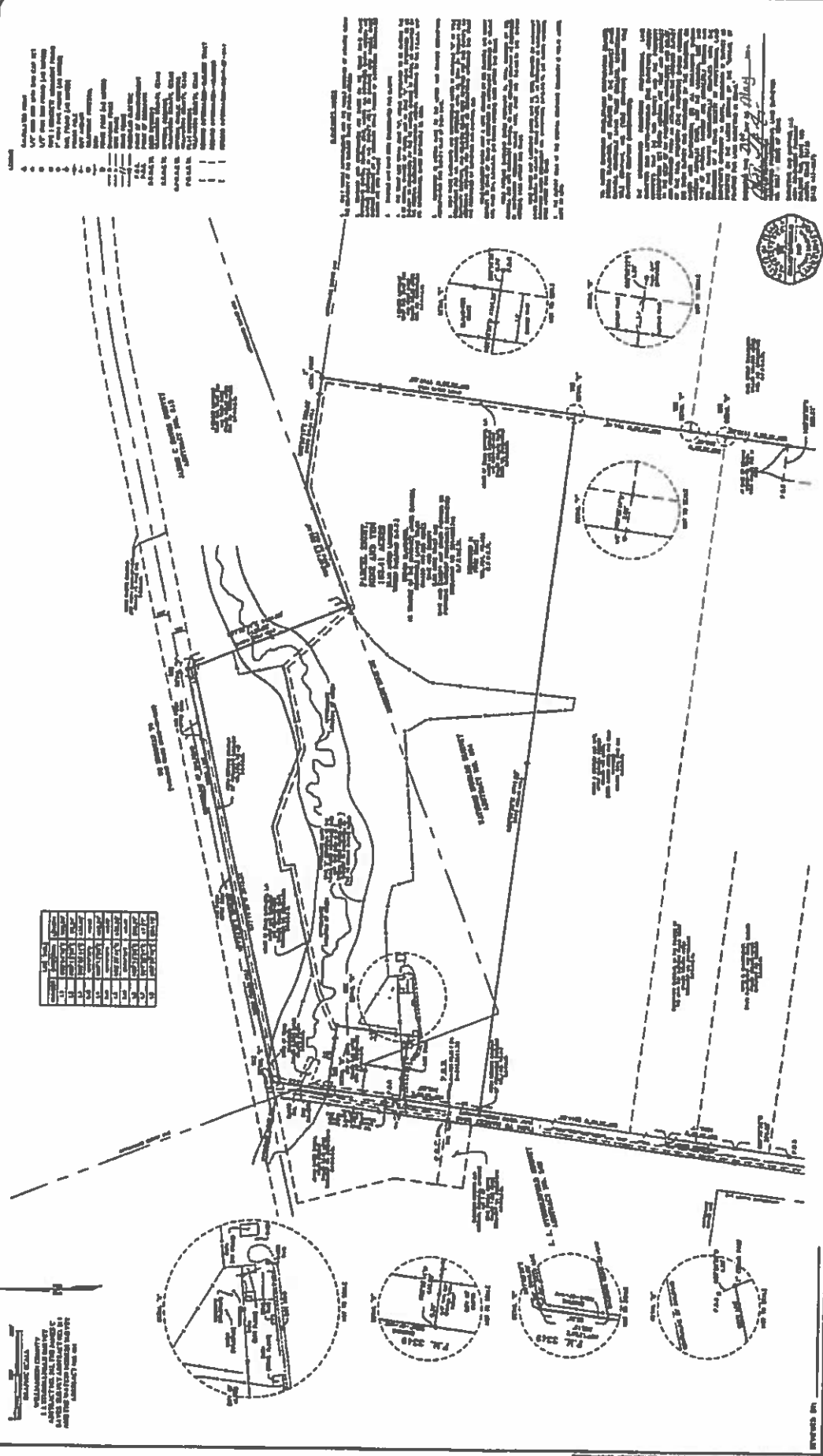
That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Parkway Two, Suite 100
Texas 78735
TX. Firm Registration No. 10064300

 5-21-14
Gina Loftis-Franklin Date
Registered Professional Land Surveyor Austin,
Texas Registration No. 6087





LAND TITLE SURVEY
STEVEN SLAUGHTER, TRUSTEE
SURVEY PLAT OF A 191.41 ACER TRACT OUT OF THE
J. J. STUBBLEFIELD SURVEY ABSTRACT NO. 362,
THE JAMES C BAYES SURVEY ABSTRACT NO. 213 AND
THE WATKIN HOMER SURVEY ABSTRACT NO. 464
WILLIAMSON COUNTY, TEXAS

1.40
1.13345

[illegible]

EXHIBIT "A"

DESCRIPTION OF A 183.94 ACRE TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT 484, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 186 ACRE TRACT OF LAND, SAVE AND EXCEPT 3.8806 ACRES, AS DESCRIBED IN A DEED FROM NANCY BUNNELL BENTLEY TO IRVING J. BENTLEY AND WIFE, NANCY BUNNELL BENTLEY, AND RECORDED IN VOLUME 1974, PAGE 994, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 183.89 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TxDOT) Type I concrete monument found (broken) on the west right-of-way line of Farm to Market 3349 (FM 3349), a 100-foot width right-of-way, for the northeast corner of that certain called 1.699 acre tract of land described as Lot 1 of the Gene Rydell Estate, and recorded in Cabinet EE, Slide 384, Plat Records, Williamson County, Texas, same being the southeast corner of that certain called 13.18 acre tract of land described in a deed to Jonah Water Special Utility District, and recorded in Document No. 2002103516, Official Public Records, Williamson County, Texas (O.P.R.W.C.TX.);

THENCE S82°24'18"E, over and across said FM 3349, a distance of 100.00 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349 and the west line of that certain called 199.922 acre tract of land described in a deed to Steven Slaughter, as Trustee of the Margaret Mings Bunnell Revocable Living Trust, and recorded in Document No. 2014008746, O.P.R.W.C.TX.;

THENCE S07°35'42"W, with the east right-of-way line of said FM 3349 and the west line of said 199.922 acre tract, a distance of 204.18 feet to a 1/2-inch iron rod with SAM cap set in the north line of said 186 acre tract for the northwest corner and POINT OF BEGINNING of the herein described tract, said point having grid coordinates of N:10175115.19, E:3193514.38;

THENCE S82°56'29"E, with the north line of said 186 acre tract and the south line of said 199.922 acre tract, a distance of 4741.28 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of the herein described tract, same being the southeast corner of said 199.922 acre tract, from which a 1-inch iron pipe found (disturbed) bears S82°56'29"E, a distance of 0.74 feet;

THENCE S07°32'28"W, with the east line of said 186 acre tract, passing at a distance of 794.19 feet a calculated point for the northwest corner of that certain called 164.685 acre tract of land described in a deed to Carl Brent Samuelson, and recorded in Document No. 2012107105, O.P.R.W.C.TX., from which a 1/2-inch iron rod found bears N80°33'47"W, a distance of 2.03 feet, and continuing for a total distance of 1689.68 feet to a 1/2-inch iron rod with SAM cap set for the southeast corner of the herein described tract, same being the northeast corner of that certain called 185.994 acre tract of land described in a deed to Constance Slocumb, as Trustee of the John Guy Slocumb Family Trust, and recorded in Document No. 2011033689, O.P.R.W.C.TX., from which a 3/4-inch iron pipe found (disturbed) bears S82°56'27"E, a distance of 1.34 feet;

THENCE N82°56'27"W, with the south line of said 186 acre tract and the north line of said 185.994 acre tract, a distance of 4742.86 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349, for the southwest corner of the herein described tract, from which a TxDOT Type I concrete monument found bears S07°35'42"W, a distance of 824.39 feet, S07°28'28"W, a distance of 1896.17 feet, and S07°39'33"W, a distance of 376.62 feet,

183.94 ACRES
WATKINS NOBLES SURVEY, ABSTRACT 484
WILLIAMSON COUNTY, TEXAS

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Page 2 of 2

THENCE N07°35'42"E, with the east right-of-way line of said FM 3349, a distance of 1689.66 feet to the POINT OF BEGINNING, containing 183.94 acres of land, more or less.

Bearing Basis: Texas State Plane Coordinate System, NAD83, Central Zone (4203). All coordinates at grid values. All distances are surface values in U.S. Survey Feet. To compute grid values, multiply surface distances by a Combined Scale Factor of 0.99988651.

Reference is herein made to the Survey Plat accompanying this metes and bounds description of even date.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

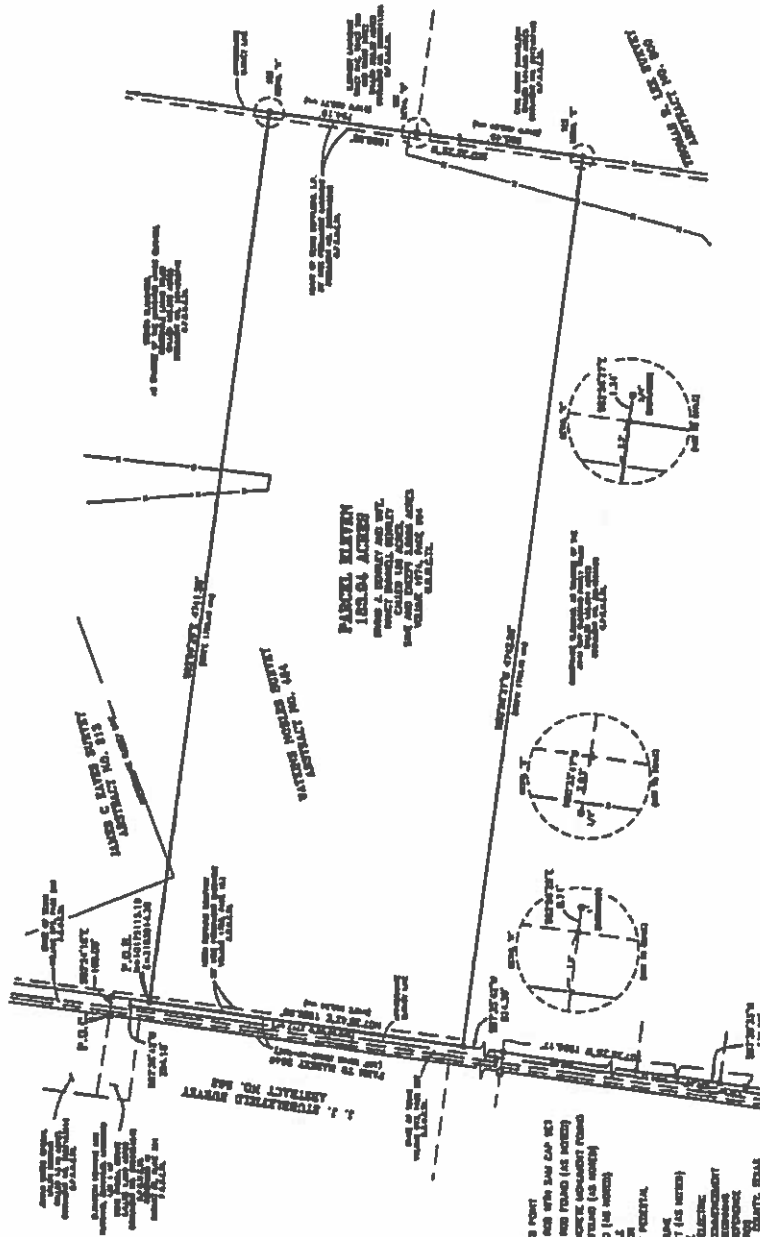
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Parkway Two, Suite 100
Texas 78735
TX. Firm Registration No. 10064300

 5-21-14
Gina Loftis-Franklin Date
Registered Professional Land Surveyor Austin,
Texas Registration No. 6087



GRAPHIC SCALE
WILLIAMSON COUNTY
WATKINS NOBLES SURVEY
ABSTRACT NO. 484



- LEGEND
- 1 CALCULATED POINT
 - 2 1/2\"/>

BEFORE ME, the undersigned authority, on this day personally appeared IRVING J. BENTLEY and NANCY BUNNELL BENTLEY, known to me to be the persons whose names are subscribed to the foregoing petition, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of May, 2011.

Notary Public in and for the State of Texas

My Comm. Expires 05/21/2013

IRVING J. BENTLEY AND WIFE, NANCY BUNNELL BENTLEY
SURVEY PLAT OF A 183.94 ACRE TRACT OUT OF THE
WATKINS NOBLES SURVEY, ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS



4001 Southwood Parkway
Austin, Texas 78729
Office: 512.447.8873
Fax: 512.447.8873
Mobile: 512.447.8873

FIELD AND OFFICE

DATE	21 MAY 2011
TIME	10:00 AM
LOCATION	WATKINS NOBLES SURVEY ABSTRACT NO. 484
PROJECT	WATKINS NOBLES SURVEY ABSTRACT NO. 484
REVISION	1
DATE	21 MAY 2011
TIME	10:00 AM
LOCATION	WATKINS NOBLES SURVEY ABSTRACT NO. 484
PROJECT	WATKINS NOBLES SURVEY ABSTRACT NO. 484
REVISION	1

IRVING J. BENTLEY AND WIFE, NANCY BUNNELL BENTLEY
SURVEY PLAT OF A 183.94 ACRE TRACT OUT OF THE
WATKINS NOBLES SURVEY, ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

LAND TITLE SURVEY

SHEET 1
OF 1

EXHIBIT "A"

DESCRIPTION OF A 183.84 ACRE TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT 484, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 185.994 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM CONSTANCE SLOCOMB, AS THE INDEPENDENT EXECUTRIX OF THE ESTATE OF JOHN GUY SLOCOMB, DECEASED, TO CONSTANCE SLOCOMB, AS THE TRUSTEE OF THE JOHN GUY SLOCOMB FAMILY TRUST, AND RECORDED IN DOCUMENT NO. 2011033689, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 183.84 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with SAM cap set on the east right-of-way line of Farm to Market 3349 (FM 3349), a 100-foot width right-of-way, for a northwest corner of that certain called 186 acre tract of land, save and except 3.8806 acres, described in a deed to Irving J. Bentley and wife, Nancy Bunnell Bentley, and recorded in Volume 1974, Page 994, Official Records, Williamson County, Texas (O.R.W.C.TX.), from which a 1-inch iron pipe found disturbed bears S82°56'29"E, a distance of 4741.28 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of said 186 acre tract, and continuing S82°56'29"E, a distance of 0.74 feet;

THENCE S07°35'42"W, with the east right-of-way line of said FM 3349, a distance of 1689.66 feet to a 1/2-inch iron rod with SAM cap set for the northwest corner and **POINT OF BEGINNING** of the herein described tract, said point having grid coordinates of N:10173440.54, E:3193291.08, said point being in the north line of said 185.994 acre tract;

THENCE S82°56'27"E, with the north line of said 185.994 acre tract and the south line of said 186 acre tract, a distance of 4742.86 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of said 185.994 acre tract and the herein described tract, same being the southeast corner of said 186 acre tract, and also being on the west line of that certain called 164.685 acre tract of land described in a deed to Carl Brent Samuelson, and recorded in Document No. 2012107105, O.P.R.W.C.TX., from which a 3/4-inch iron pipe found bears S82°56'27"E, a distance of 1.34 feet;

THENCE S07°32'28"W, with an east line of said 185.994 acre tract and a west line of said 164.685 acre tract, a distance of 1139.88 feet to a 1/2-inch iron rod with SAM cap set at the base of a cross-tie fence post found as called for in deed, for the most easterly southeast corner of said 185.994 acre tract and the herein described tract, same being an interior ell corner of said 164.685 acre tract;

THENCE N83°33'29"W, with a south line of said 185.994 acre tract and said 164.685 acre tract, a distance of 231.81 feet to a 1/2-inch iron rod with SAM cap set at the base of a cross-tie fence post found as called for in deed, for an interior ell corner of said 185.994 acre tract and the herein described tract;

THENCE S07°23'02"W, with an east line of said 185.994 acre tract and a west line of said 164.685 acre tract, a distance of 574.06 feet to a 1/2-inch iron rod with SAM cap set for the most southerly southeast corner of said 185.994 acre tract and the herein described tract, same being the northeast corner of that certain called 195.435 acre tract of land described in a deed to David C. Blankenship, Sylvia Blankenship, and Carol Sweger, and recorded in Document No. 9902621, O.R.W.C.TX., from which a 1/2-inch iron rod with plastic cap stamped "Bryan Tech Services" found for the southwest corner of said 164.685 acre tract bears S07°23'02"W, a distance of 386.22 feet;

THENCE N82°56'27"W, with the south line of said 185.994 acre tract and the north line of said 195.435 acre tract, a distance of 4512.40 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349, for the southwest corner of the herein described tract, same being the northwest corner of said 195.435 acre tract, from which a Texas Department of Transportation Type I concrete monument found bears S07°28'28"W, a distance of 1004.11 feet, and S07°39'33"W, a distance of 376.62 feet;

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SAM, LLC Job No. 34369
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- 1) N07°28'28"E, a distance of 892.06 feet to a 1/2-inch iron rod with SAM cap set, and
- 2) N07°35'42"E, a distance of 824.39 feet to the **POINT OF BEGINNING**, containing 183.84 acres of land more or less.

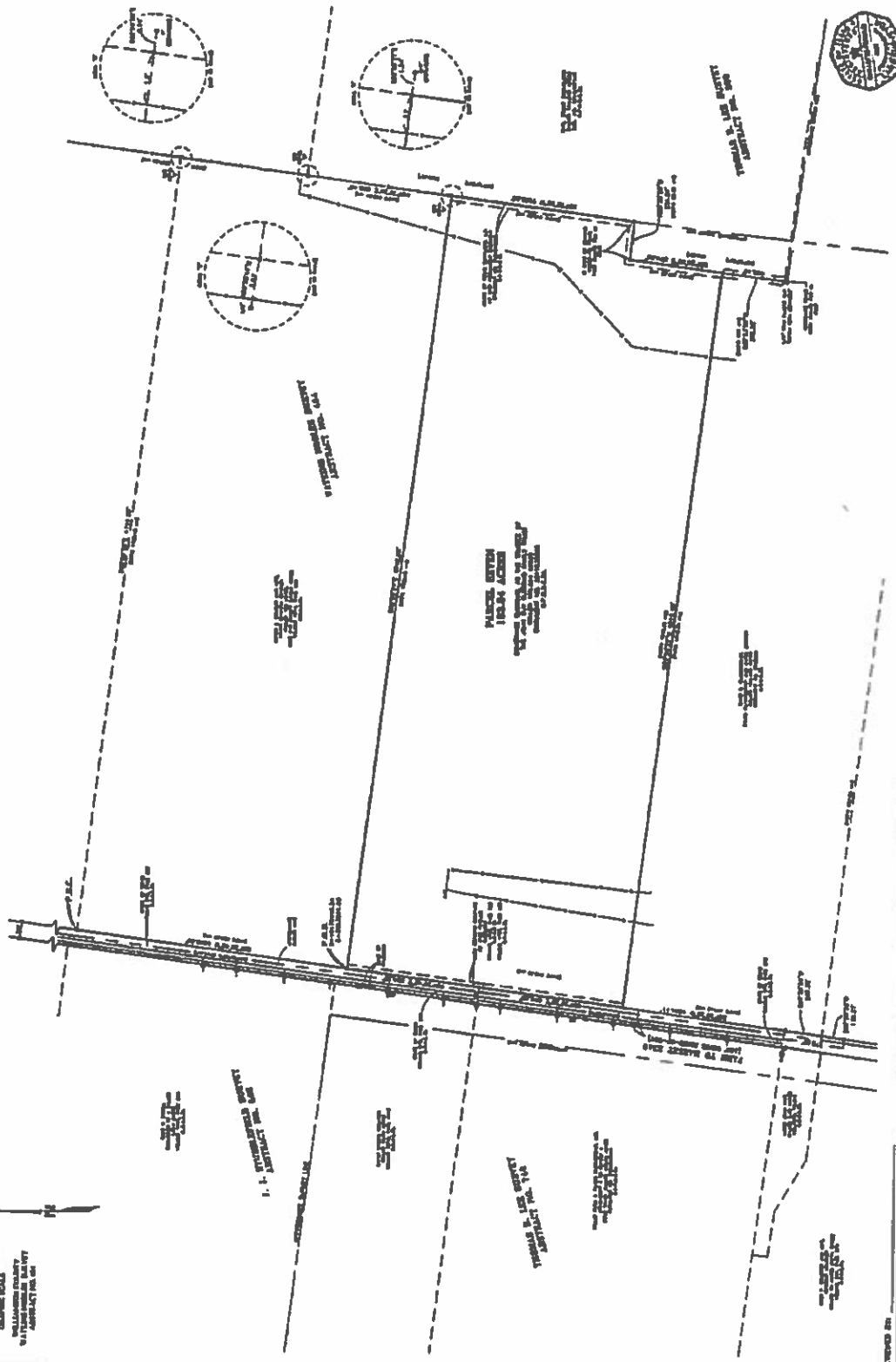
Reference is herein made to the Survey Plat accompanying this metes and bounds description of even date.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

 5-21-14
Gina Lopez-Franklin Date
Registered Professional Land Surveyor Austin,
Texas Registration No. 6087



[illegible]

1. The first step in the process is to identify the problem. This involves gathering information about the situation and the people involved.

2. Once the problem is identified, the next step is to analyze it. This involves breaking the problem down into its component parts and understanding how they are related.

3. After analyzing the problem, the next step is to develop a plan. This involves deciding on the best way to solve the problem and outlining the steps that need to be taken.

4. The final step in the process is to implement the plan. This involves putting the plan into action and monitoring the progress.

5. Once the plan has been implemented, the next step is to evaluate the results. This involves assessing whether the problem has been solved and whether the solution was effective.

6. Finally, the last step in the process is to reflect on the experience. This involves thinking about what was learned from the experience and how it can be applied to future problems.

[illegible]

LAND TITLE SURVEY
CONSTANCE SLOCUMB, AS TRUSTEE OF THE
JOHN GUY SLOCUMB FAMILY TRUST
SURVEY PLAT OF A 10.4 ACRE TRACT OUT OF THE
WATKINS NOBLES SURVEY, ABSTRACT NO. 484
WILLAMSON COUNTY, TEXAS

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2010		2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603
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DESCRIPTION

DESCRIPTION OF A 194.559 ACRE TRACT OF LAND, BEING ALL OF THAT CALLED 195.435 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO DAVID C. BLANKENSHIP, SYLVIA BLANKENSHIP AND CAROL SWEGER, RECORDED IN DOCUMENT NUMBER 9902621, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT 0.46 ACRE TRACT OF LAND CONVEYED TO SAM V. STONE, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, RECORDED IN VOLUME 392, PAGE 421, DEED RECORDS WILLIAMSON COUNTY, TEXAS AND SAVE AND EXCEPT THAT 2.8485 ACRES, CONVEYED TO THE STATE OF TEXAS, RECORDED IN VOLUME 673, PAGE 213, DEED RECORDS WILLIAMSON COUNTY, TEXAS BEING A PART OF THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with "SAM" cap found for the most westerly southwest corner of said 194.559 acre tract, same being the northwest corner of that called 58.001 acres, described in a deed to Raymond E. Naivar and wife, Diane E. Naivar, recorded in Volume 713, Page 723, Deed Records Williamson County, Texas, being an east right-of-way line of Farm to Market (F.M.) 3349, a 100 foot wide right-of-way being the most westerly southwest corner of the tract described herein, from which a concrete right-of-way monument found in said east right-of-way line bears, S07°40'10"W, a distance of 1280.62 feet;

THENCE along said east right-of-way line, same being the west line of the tract described herein, N07°30'37"E, a distance of 1241.35 feet to a 1/2-inch iron rod with "SAM" cap found for the northwest corner of said 194.559 acre tract, same being the southwest corner of that called 185.994 acres, described in a deed to Constance Slocomb, as the Trustee of the John Guy Slocomb Family Trust, recorded in Document No. 2011033689, Official Public Records Williamson County, Texas;

THENCE leaving said east right-of-way line, along the common line of said 194.559 acre tract and said 185.994 acre tract, S82°56'27"E, a distance of 4511.87 feet to a 1/2-inch iron rod with "SAM" cap found for the southeast corner of said 185.994 acre tract, same being the west line of that called 164.685 acres, described in a deed to Eugene & Judy Kanak, Trustee of the Eugene R. & Judy A. Kanak Living Trust, recorded in Document No. 2015101314, Official Public Records Williamson County, Texas and the most northerly northeast corner of the tract described herein;

THENCE leaving the common line of said 194.559 acre tract and said 185.994 acre tract, along the common line of said called 164.685 acre tract and said 194.559 acre tract the following two (2) courses and distances:

1. S07°23'06"W, a distance of 386.21 feet to a 1/2-inch iron rod with Bryan Tech Services cap found for an angle point, and
2. S82°29'31"E, a distance of 223.00 feet to a 5/8-inch iron rod with SAM cap set for the most easterly northeast corner of the tract described herein, same being the south line of said 164.685 acre tract and the west right-of-way line of County Road 404, (no record information found);

THENCE along said west right-of-way line, along the east line of said 194.559 acre tract, S07°37'17"W, a distance of 2018.41 feet to a mag nail with "SAM" washer set for the southeast corner of said 194.559 acre tract, being within the existing limits of County Road 404;

THENCE leaving said west right-of-way line, along the south line of said 194.559 acre tract, same being the north line of that called 85.681 acres, described in a deed to Henry H. Holubec, Jr. & Nancy Rydell & Edythe J. Holubec, recorded in Volume 1051, Page 818, Official Public Records Williamson County, Texas, N83°29'49"W, passing at a distance of 19.00 feet a concrete right-of-way monument found, continuing for a total distance of 2259.27 feet to a concrete right-of-way monument found for the northwest corner of said 85.681 acre tract, same being the east line of that called 18.165 acre tract, described in a deed to Joel B. Carpenter, recorded in Document No. 2012073128, Official Public Records Williamson County, Texas and the southwest corner of the tract described herein;

THENCE leaving said south line, along the west line of said 194.559 acre tract, along the east line of said 18.165 acre tract and said 58.001 acre tract, N07°29'46"E, a distance of 1166.03 feet to a 9-inch wood fence post found for an angle point of said 194.559 acre tract;

THENCE along a south line of said 194.559 acre tract, same being the north line of said 58.001 acre tract, N82°27'26"W, a distance of 2472.45 feet to the **POINT OF BEGINNING**, and containing 194.559 acres of land.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances are Grid distances in U.S. Survey Feet. To compute Surface values, Multiply Grid distance by a Combined Scale Factor of 0.99988651.

This property description is accompanied by a separate plat of even date.

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Building Two, Ste. 100
Austin, Texas 78735
TX Firm Registration No. 10064300

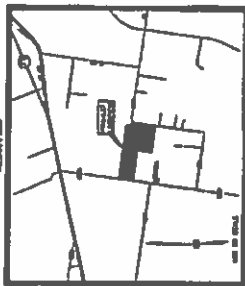
Scott C. Brashear

6/22/18

Scott C. Brashear
Registered Professional Land Surveyor
No. 6600 – State of Texas

Date





LEGEND

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4801 Southeast Parkway
Austin, Texas 78713
Office: 512.487.0373
Fax: 512.338.3078
Email: info@sam.biz

Texas Firm Registration No. 10084300

PROJECT: 02-001-100-12	DATE: 02/01/2012
PROJECT: 02-001-100-12	DATE: 02/01/2012
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PROJECT: 02-001-100-12	DATE: 02/01/2012

LAND TITLE SURVEY
DAVID C. BLANKENSHIP, SVL VIA BLANKENSHIP AND
CAROL SWEDER SURVEY PLAT OF A 194.599 ACRE TRACT
OUT OF THE WATKINS NOBLES SURVEY,
ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

EXHIBIT B – COMMERCIAL PLANNED DEVELOPMENT

Article I – Permitted Uses

1.1 – Base Zoning District

The Base Zoning District for this CPD is General Business Zoning District (B-2). The B-2 district provides for adequate high-density commercial development within the City, while maintaining consistency and continuity within the community

1.2 - Sub-Districts

Sub-District RR-1 (Light Railroad District)

The RR-1 district permits uses defined as light industrial or heavy commercial projects that are intended to provide services by utilizing, in part or in whole, on-site private railroad/railyard facilities. The intent is to concentrate these uses within this CPD in order to best represent the community as well as protect the character, safety and general welfare of the surrounding neighborhoods.

Sub-District RR-2 (Heavy Railroad District)

The RR-2 district is intended to allow variety in development and encourage concentration of more intense land uses for projects that are intended to provide services by utilizing, in part or in whole, on-site private railroad/railyard facilities.

Sub-District RR-3 (Railroad Service District)

The RR-3 district only allows the construction of on-site industrial railroad tracks and adjacent track service areas that will be utilized to transport goods and materials into and out of the CPD District. Railroad projects shall be designed to industry-standard specifications.

1.3 – Use Tables

All uses not allowed in the B-2, General Business District shall be permitted within this CPD as modified in Table 1.1 below:

TABLE 1.1			
COMMERCIAL PLANNED DEVELOPMENT RCR-TAYLOR LOGISTICS PARK			
LAND USE TABLE			
Use Category	RR-1	RR-2	*RR-3
Airport or Landing Field	P	P	X
**Cement or Hydrated Lime Plant	S	S	X
**Concrete or Asphalt Batching Plant (Permanent)	S	S	X
**Concrete or Asphalt Batching Plant (Temporary, Max. 6 Months)	S	S	X
Contractor Shop W/Outside Storage Yard	P	P	X
Equipment Rental (Heavy)	P	P	X
Furniture Manufacture and Refinishing Shop	P	P	X
Hauling or Storage Company w/Outside Storage	P	P	X

Use Category	RR-1	RR-2	*RR-3
Laboratory Equipment Manufacturing	P	P	X
Light Manufacturing and Assembly Processes	P	P	X
Light Manufacturing or Industrial use	P	P	X
Maintenance and Repair Service for Buildings	P	P	X
Parking lot, Trucks and Trailers	P	P	X
**Petroleum Extraction Storage and Collection Facilities	X	S	X
Sand, Gravel, Stone Storage and Distribution	P	P	X
Storage or Wholesale Warehouse	P	P	X
Tinsmith/Sheet Metal Shop	P	P	X
Trailer and Heavy Load Vehicle Repair	P	P	X
Trailer or Truck Rental	P	P	X
Welding or Machine Shop	P	P	X

All uses allowed in the B-2, General Business District shall not be permitted within this CPD as modified in Table 1.2 below:

TABLE 1.2			
COMMERCIAL PLANNED DEVELOPMENT			
RCR-TAYLOR LOGISTICS PARK			
LAND USE TABLE			
Use Category	RR-1	RR-2	*RR-3
Animal Pound	X	X	X
Architect's Office	P	X	X
Assisted Living Facility	X	X	X
Auto Laundry or Car Wash	P	X	X
Bakery or Confectionery Shop (Retail)	P	X	X
Bakery or Confectionery, Wholesale or Commercial	P	X	X
Ballroom Dancing	P	X	X
Bar or tavern	P	X	X
Caretaker's or Guard's Residence	P	X	X
Carnival, Circus or Tent Service (Temporary)	X	X	X
Cellular Phone/Pager Sales (Indoor)	P	X	X
Cemetery or Mausoleum	X	X	X
Child Care Center/Daycare Center	X	X	X
Community Center (Public)	P	X	X
Continuing Care Retirement Community	X	X	X
Day Camp for Children	X	X	X
Detention Centers	X	X	X
Family Home (Child Care)	X	X	X
Food Bank or Pantry	X	X	X
Fraternal Organization, Lodge, Union Hall or Civic Club	X	X	X
Funeral Home or Mortuary	P	X	X

Use Category	RR-1	RR-2	*RR-3
Golf Course	X	X	X
Group Day Care Home	X	X	X
Halfway House	X	X	X
Heavy Machinery Sales Storage	X	P	X
Home Occupation	X	X	X
Hospital Chronic Care	X	X	X
Hospital, Acute Care	X	X	X
Hospitals (residential facilities)	X	X	X
Institution for Alcoholic, Narcotic or Psychiatric Patients	X	X	X
Jails	X	X	X
Kennel (Indoor Pens)	X	X	X
Kennel (Outdoor Pens)	X	X	X
Kindergarten or Nursery School (Private)	X	X	X
Libraries	X	X	X
Liquor Store	P	X	X
Livestock Sales	X	X	X
Medical Clinic or Office	P	X	X
Minor Medical Emergency Clinic	P	X	X
Motel or Hotel (Less than 75 Rooms)	P	X	X
Motel or Hotel (Over 75 Rooms)	P	X	X
Multiple Family (up to and including four family)	X	X	X
Multiple Family Dwelling	X	X	X
Optician or Optometrist	P	X	X
Palm Reader/Card Reader	P	X	X
Pet Grooming	X	X	X
Pet Shop	X	X	X
Playfield or Stadium (Public)	P	X	X
Real Estate Office	P	X	X
Recreation Centers	P	X	X
Rehabilitation Care Facility (Halfway House)	X	X	X
Retirement Housing for the Elderly	X	X	X
School, Business	X	X	X
School, Driving/Defensive Driving	X	X	X
School, Private (Primary or Secondary)	X	X	X
School, Public or Parochial	X	X	X
Single Family Dwelling (Detached)	X	X	X
Skilled Nursing Facility	X	X	X
Stadiums	X	X	X
Studio, Health/Reducing/Fitness or Similar Service/Establishment	P	X	X
Studio, Music, Dance or Drama	P	X	X
Swimming Instructions as Home Occupation	X	X	X
Swimming Pool (Commercial)	X	X	X
Swimming Pool (Private)	X	X	X
Tennis Court (Private, No Lights)	X	X	X

Use Category	RR-1	RR-2	*RR-3
Theatre (Open Drive-in)	X	X	X
Theatre or Playhouse (Indoor)	P	X	X
Two Family Dwelling (Duplex)	X	X	X
Used Merchandise or Second Hand Thrift Store	P	X	X
Used Merchandise or Second Hand Thrift Store (Non-Profit)	P	X	X
Veterinarian (Contained)	X	X	X
Veterinarian Hospital (Inside Animal Pens Only)	X	X	X
Veterinarian Hospital (With Outside Animal Pens)	X	X	X
Veterinarian, Office Only (No Animal Pens)	X	X	X
Zoo (Private)	X	X	X
Zoo (Public)	X	X	X

*Note: Sub-District RR-3 shall be limited to railroad construction use only

P – Permitted X – Not Permitted S – Specific Use Permit (SUP) required

Note: Uses marked with () shall not be closer than 200 feet to any existing or proposed public right-of-way indicated on Exhibit “3” of this CPD. Additionally, site development specifications beyond the requirements specified in the Zoning Ordinance may be imposed on these uses and included in the Specific Use Permit which must be approved following the procedures set forth in the Zoning Ordinance.

Article II – Development Standards

2.1 – Lot standards by sub-district

TABLE 2.1 COMMERCIAL PLANNED DEVELOPMENT RCR-TAYLOR LOGISTICS PARK							
LOT STANDARDS BY SUB-DISTRICT							
Standard	Minimum Lot Area	Front Yard Setback	Rear Yard Setback	Interior Side Yard Setback	Street Side Yard Setback	Perimeter Line Setback	Maximum Building Height
RR-1	2 Acres	100'	50'	NONE	50'	75	45
RR-2	2 Acres	100'	50'	NONE	50'	75	45
RR-3	NONE	NONE	NONE	NONE	NONE	75	N/A

NOTES:

1) A MINIMUM PERIMETER SETBACK OF 75 FEET SHALL BE REQUIRED ALONG THE PERIMETER LINES, BEING THE ORIGINAL BOUNDARY LINES OF THE COMBINED PROPERTY (CALLED 755.749 ACRES), OF THIS DEVELOPMENT IF GREATER THAN THE RESPECTIVE SETBACK REQUIREMENT IN TABLE 2.1

2.2 – Performance standards

All performance standards, as found in Chapter 5 of the Zoning Ordinance, applicable to the B-2 zoning district shall apply with the following exceptions:

CPD Exceptions to 5.4.4: This CPD shall comply with all of the International Fire Code 2009 edition pertaining to Fire and Explosive Hazards setbacks including but not limited to 2206.2.2 MINIMUM SEPARATION REQUIREMENTS FOR ABOVE-GROUND TANKS. Also, the setbacks specified in this section of the Zoning Ordinance shall apply to all perimeter lines of this CPD.

An opaque screen at least six feet in height shall be installed between any property zoned or used for single-family residential.

2.3 – Off-street parking

Off-street parking standards shall be determined in accordance with Chapter 6 of the Zoning Ordinance with the following exceptions in Table 2.2:

~~If greater than 50% of the traffic to the business is solely for the purpose of loading/unloading of freight, the minimum number of standard parking spaces shall be 1 per 400 square feet of enclosed office space within the warehouse storage building.~~

2.2 Off-Street Parking Table

<u>Parking Deviations</u>	
<u>Land Use/Type</u>	<u>Off-street Parking Requirement</u>
<u>Office Space</u>	<u>1/400 sf* of floor area</u>
<u>Warehouse Space/Distribution Center</u>	<u>None</u>
<u>Loading/Unloading Area</u>	<u>None</u>

*square feet

For the update to Landscape and screening standards the ordinance shall read:

2.4 – Landscape and screening standards

All landscaping within this CPD shall be designed under a unified set of landscape standards.

A vegetative buffer of fifty (50) feet in width shall be required adjacent to existing and proposed rights-of-way for roadways adjacent to or withing this CPD as shown on the “Landscape Standards” exhibits included in this CPD (Exhibits 1 and 1A).

Within the 50-foot vegetative buffer along FM 3349 (Exhibit 1B), one row of canopy trees is required. The trees must be placed 25-feet from the western property line and 15-feet from the northern and southern property lines, must be planted at 30-foot centers. Within the projected adult canopy of each tree, four (4) shrubs must be planted. The shrubs may be tandem with the trees. All trees must be placed on top a four-foot (4) berm at the apex to provide optimal screening.

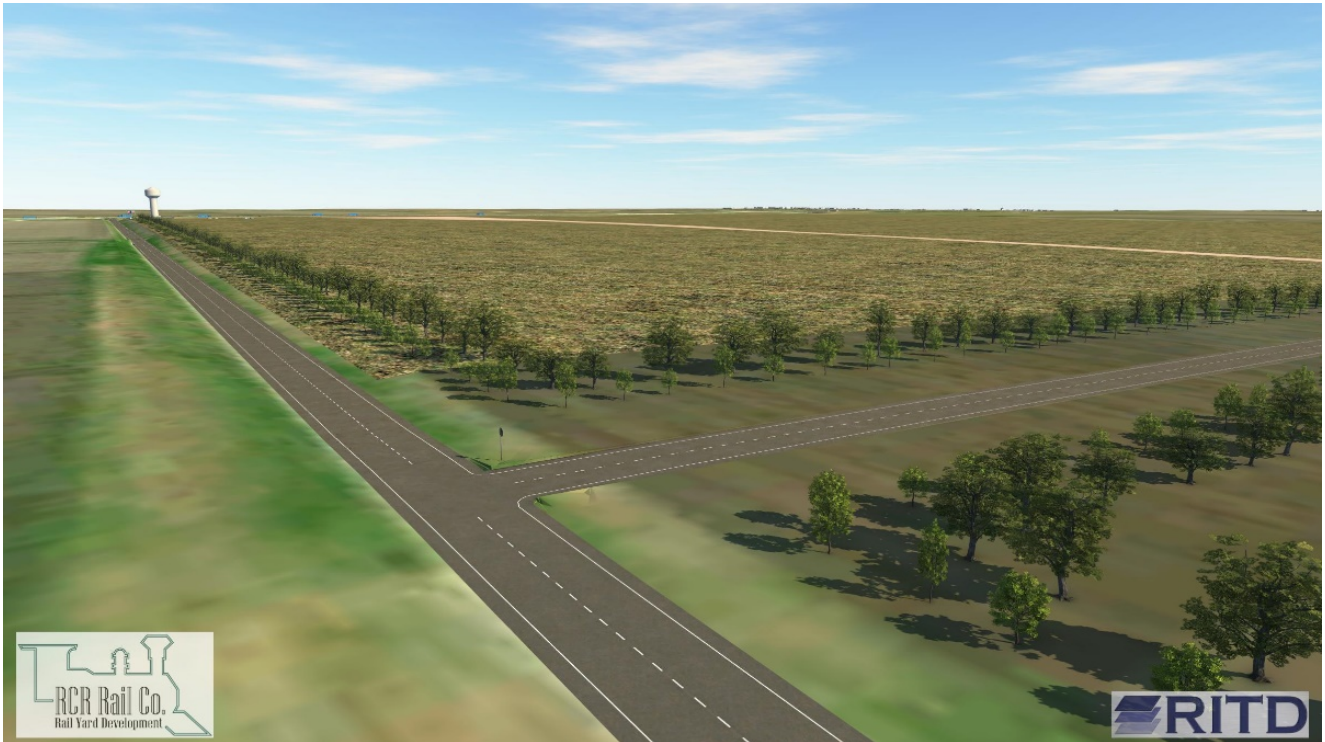
Examples of acceptable tree species include, but are not limited to, the following:

Evergreen – Live Oak, Afghan Pine, Deodar Cedar

Canopy – Grape Myrtle, Red Oak, Redbud

Shade – Cottonwood, Pin Oak, Pecan

An example of the installed vegetative buffer is shown below.



2.5 – Architectural standards

All buildings within this CPD shall be designed under a unified set of architectural standards.

For new building construction, the building material may be brick, stone, concrete tilt-wall, or a combination of any of these three. Engineered metal buildings may also be constructed, providing that exterior building walls facing a public right-of-way have installed façade of brick or stone material, and the installed façade shall cover a minimum of 30% of the rectangular wall surface.

Any material used for exterior building construction should be of a neutral color and consistent throughout the perimeter of the building, with the exception of any signage incorporated.

Examples of acceptable building construction are shown below.



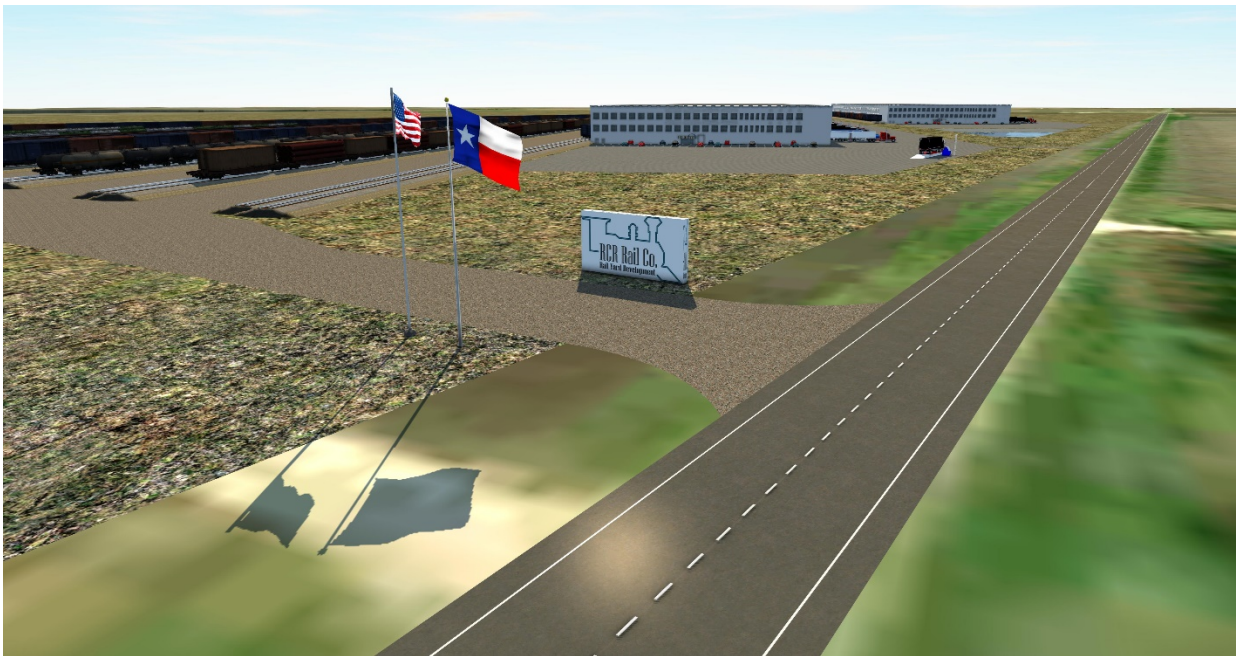
2.6 – Signage standards

All signage within this CPD shall be designed under a unified set of signage standards. Exhibit 2 in this CPD summarizes the sign standards.

- (a) Signage for developments must keep a cohesive appearance with the respective building and with the CPD standards in general

- (b) Freestanding signs, low profile signs, wall signs, and corporate flags, along with exempt signs from the City of Taylor Sign Ordinance, shall be the only signs allowed on any given premises. The City of Taylor may review requests for other types of signage if a hardship occurs from a development that is otherwise code compliant.
- (c) Only one low profile or freestanding sign shall be allowed on any premises, except that for properties that are situated at a roadway intersection where at minimum 1,000 feet of road frontage is situated along one of the roadways, one sign may be placed adjacent to each public right-of-way, provided that both signs are positioned as close to the center of the respective road frontage as practical.
- (d) Low profile signs that are built of rock, stone, or concrete may use a natural-cut form without any additional material. Low profile signs that are made of wood, glass, or other materials shall have a wooden, brick, or solid color metal trim around the full exposed border of the sign.
- (e) The bottom of wall signs shall be positioned no less than five (5) feet above ground level of a single-story building, and no less than twelve (12) feet above ground level of a multi-story building. Wall signs shall cover no more than 10% of the building wall façade area to which the wall sign is attached.

An example of a standard low profile sign is shown below.



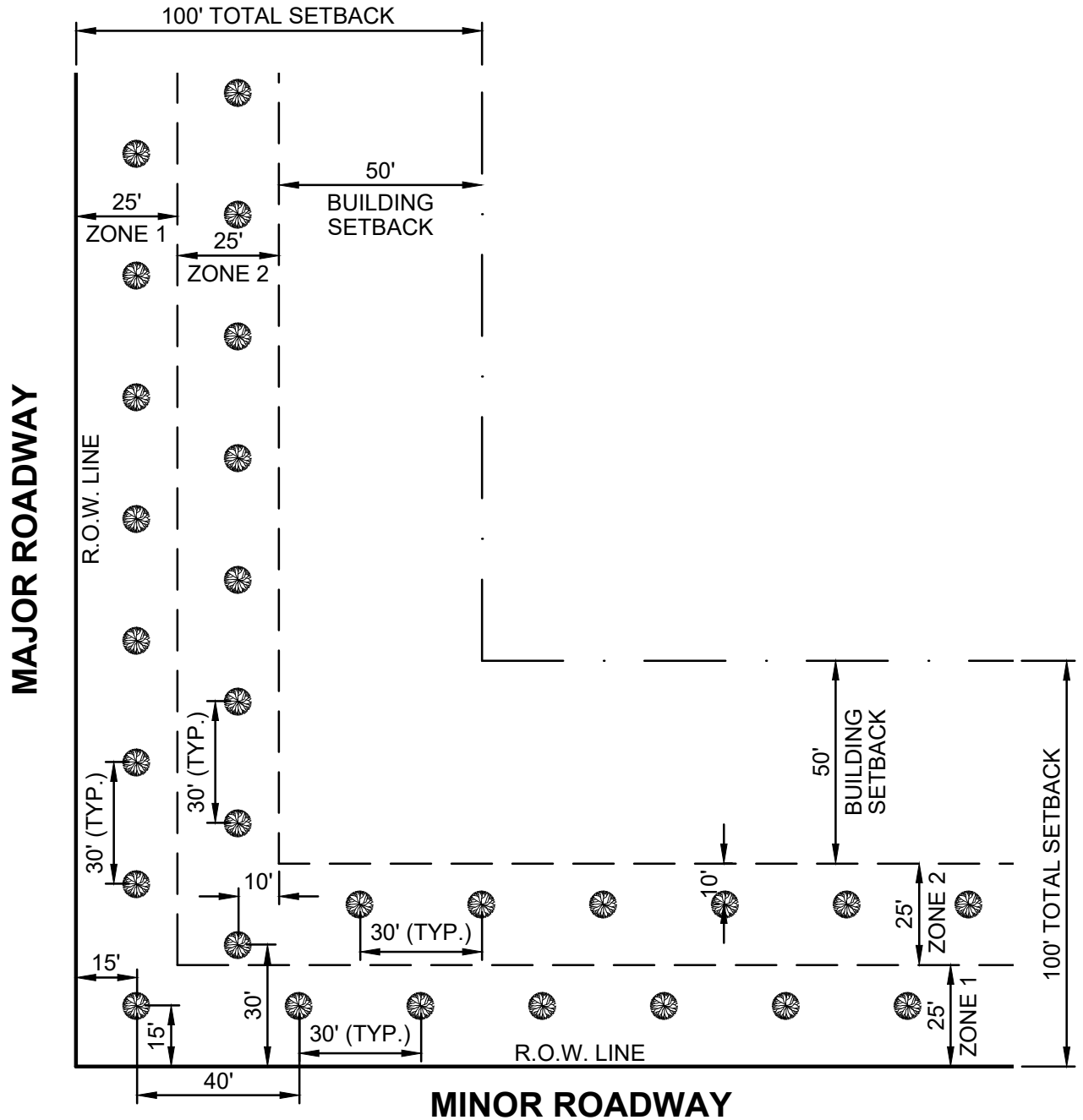
Article III – Site Plan

The proposed Site Plan is shown on Exhibit 3 of this CPD.

RCR - TAYLOR LOGISTICS PARK CPD

EXHIBIT 1

LANDSCAPE SCREENING STANDARDS

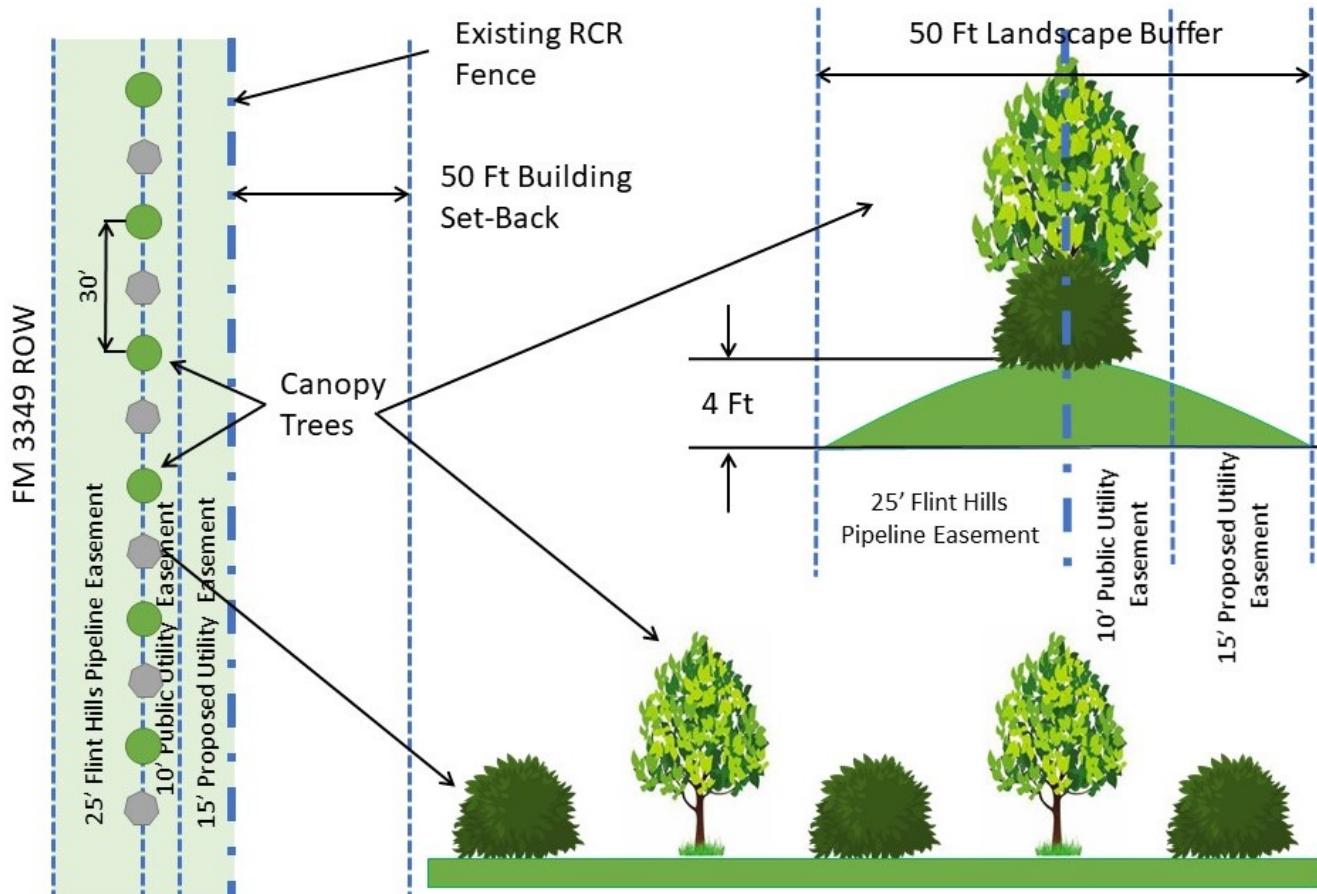


CPD MASTER PLAN SCHEDULE

ZONE 1
 278 EVERGREEN TREES
 276 CANOPY TREES
 (SHRUBS AS NEEDED FOR
 ADDITIONAL SCREENING)

ZONE 2
 556 SHADE TREES

RCR - TAYLOR LOGISTICS PARK CPD
EXHIBIT 1A
LANDSCAPE SCREENING STANDARDS
TO BE IMPLEMENTED ALONG FM 3349 ONLY

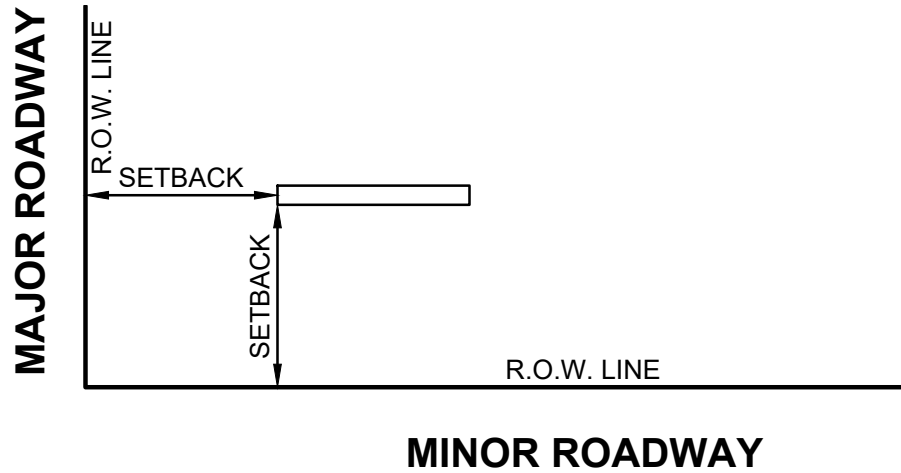


CPD MASTER PLAN SCHEDULE

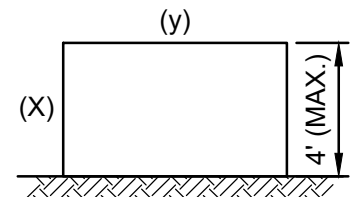
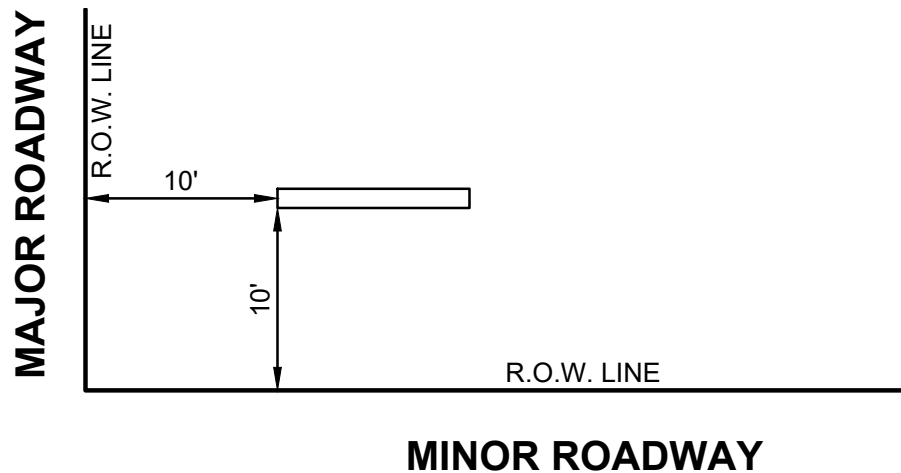
CANOPY TREES
165 TOTAL TREES
(SHALLOW-ROOT SPECIES)

SHRUBS
FOUR (4) PER TREE
(SHALLOW-ROOT SPECIES)

RCR - TAYLOR LOGISTICS PARK CPD
EXHIBIT 2
SIGNAGE STANDARDS



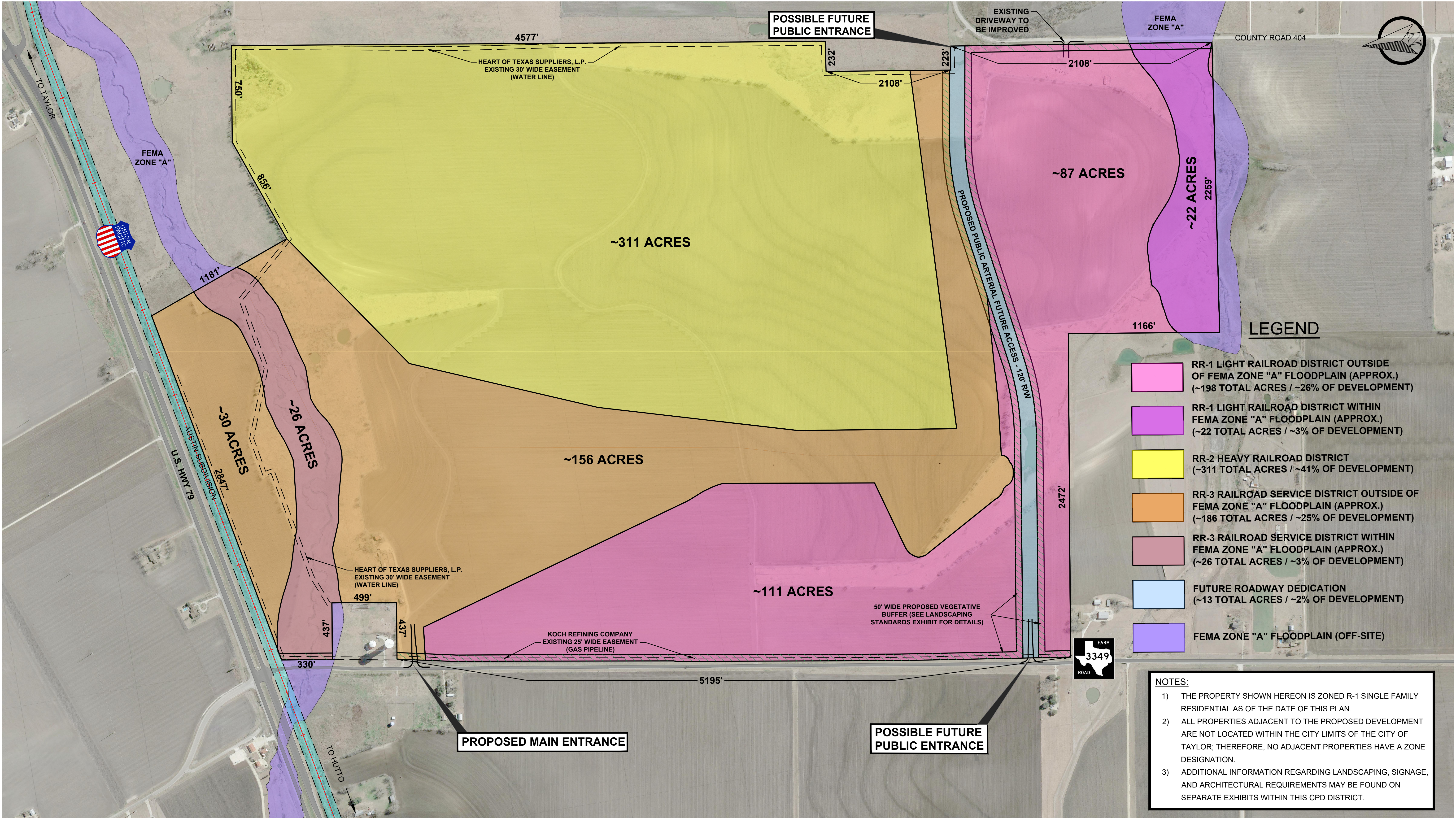
FREESTANDING SIGN



MAXIMUM SIZE
(X)*(Y) ≤ 60 sf

LOW PROFILE SIGN

T:\01-Projects\474-1 RCR Taylor Rail, L.P.\2 - DESIGN\3 - ENG\1-Civil Design\04-Exhibits\EX-20190406 - 474-1- Commercial Planned Development.dwg * 9/5/2019 11:30 AM * Plotted by Richard Heiges



RITD
RAILROAD INFRASTRUCTURE & TERMINAL DEVELOPMENT, LLC

35505 COOPER ROAD - P.O. BOX 1087
BROOKSHIRE, TEXAS 77423

(281) 392-4850 WWW.RITD-LLC.COM FIRM F-16264

REV.	DATE	BY

811
know what's below
Call before you dig.

DATE 08/20/2019 DRAWN RH
CHECK RH APPR'D RH

THIS DRAWING SET WAS CREATED FROM INFORMATION PROVIDED BY OTHERS AND HAS NOT BEEN VERIFIED BY FIELD MEASUREMENTS OR TOPOGRAPHICAL SURVEYS. RAILROAD INFRASTRUCTURE & TERMINAL DEVELOPMENT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THE DRAWING SET. USE OF ANY PORTION OF THIS DRAWING CONSTITUTES ACCEPTANCE OF THE TERMS & CONDITIONS OF RAILROAD INFRASTRUCTURE & TERMINAL DEVELOPMENT, LLC.

SERVED BY: **UNION PACIFIC RAILROAD**

LOCATION AND DESCRIPTION:
**MP 148.63, AUSTIN SUBDIVISION
HUTTO, WILLIAMSON COUNTY, TEXAS
TRACKAGE TO SERVE: RCR TAYLOR RAIL, L.P.**

**RCR TAYLOR RAIL, L.P.
RCR - TAYLOR LOGISTICS PARK**

**ISSUE FOR REVIEW
EXHIBIT DRAWING
756 ACRES PROPOSED FUTURE LAND USE**

FES #: 40941

EXH. 3

PROJ #: 474-1

City of Taylor City Council

April 28, 2022

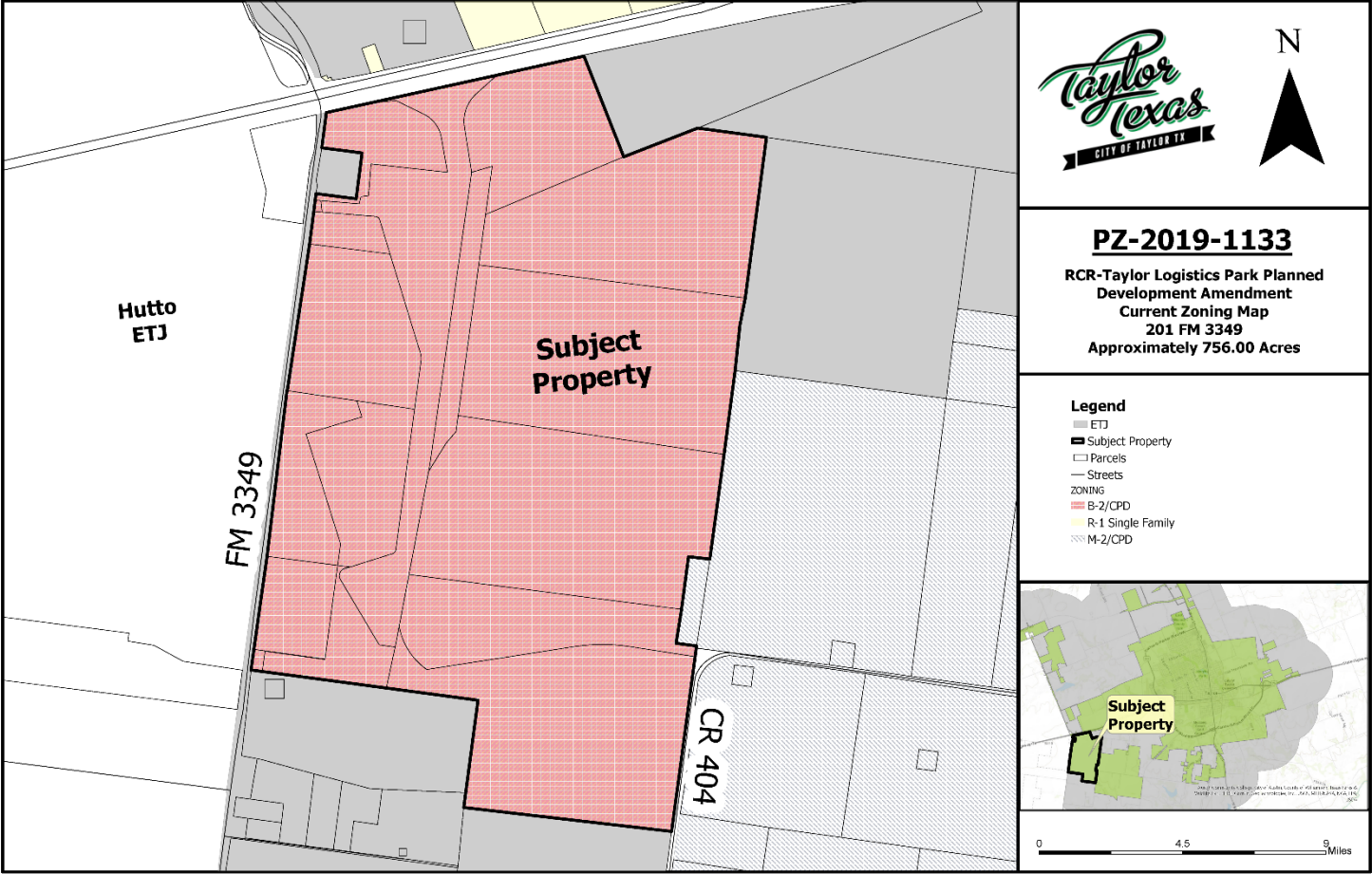


PZ-2019-1133

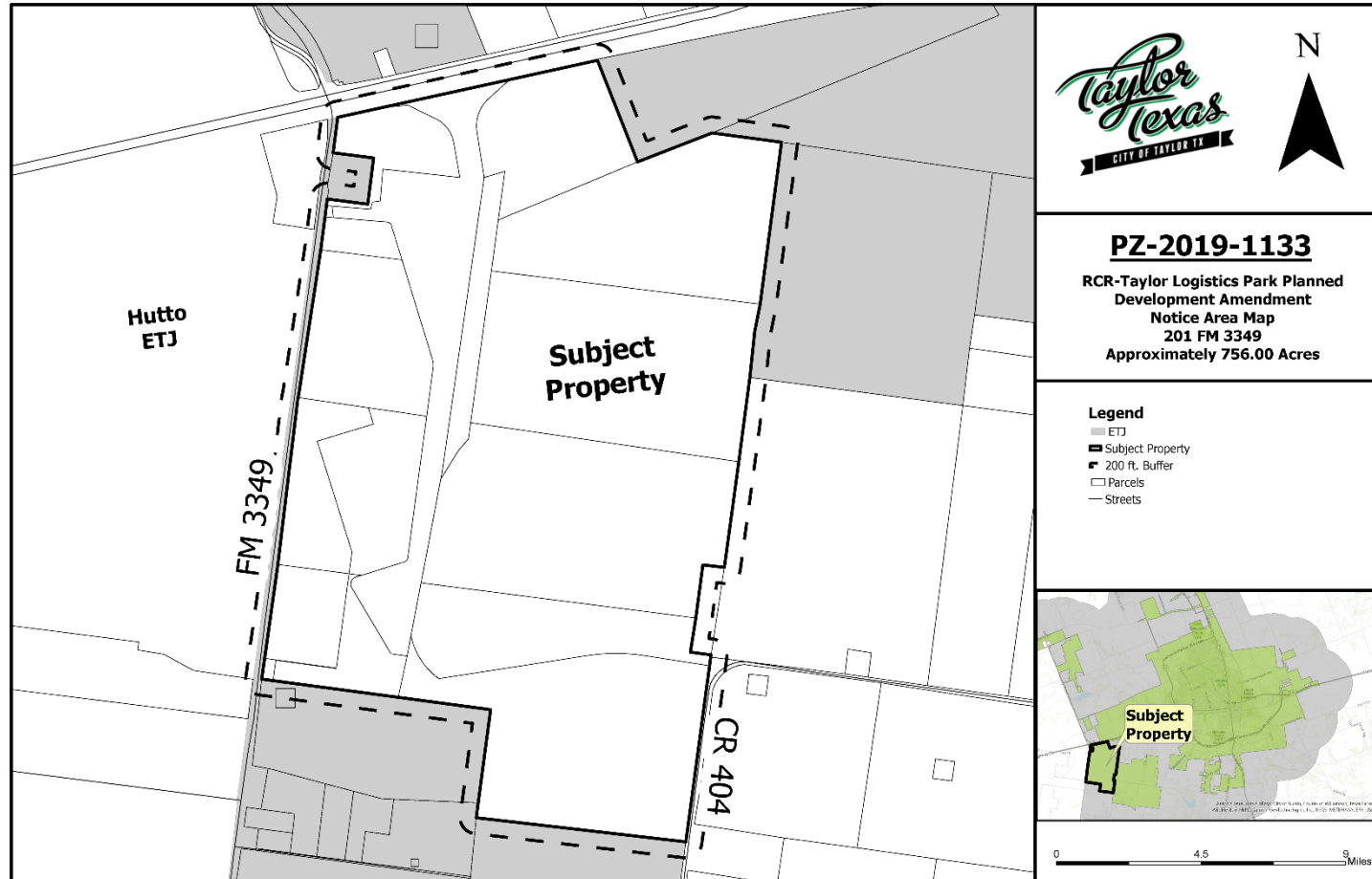
RCR-Taylor Logistics Park Planned Development Amendment



Current Zoning Map



Notice Area Map



- 11 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

Proposed Amendments

- Changes to the off-street parking standards
- Changes to the landscape buffer along FM 3349

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission unanimously recommended approval of the proposed planned development amendment at their April 12, 2022 meeting.



City Council Meeting
April 28, 2022
Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 11
Agenda Title: Presentation from the Capital Area
Rural Transportation System (CARTS)
regarding services in Taylor

Council Action to be taken: None – Informational Only

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

Dave Marsh, General Manager of CARTS, will make a presentation.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
N/A	N/A

4. RECOMMENDATION

Receive presentation.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

11a. [Presentation](#)



City Council Meeting *April 28, 2022* *Transmittal Letter*

STRATEGIC PILLAR

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

Agenda Item #: 12

Agenda Title: Receive presentation of post-incident analysis of the March 21st tornado event.

Council Action to be taken: Receive report and consider any recommended actions.

Department Submitted: Fire

Staff Contact: Daniel Baum, Fire Chief

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to provide Council with a post-incident analysis of the tornado event affecting Central Texas on March 21, 2022. Local impacts and response activities will be discussed as well as lessons learned from the event.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Central Texas was impacted by a severe weather event on March 21, 2022 that spurred several tornados and had severe impacts in the region. While Taylor was mostly spared from damage from the tornado, there were impacts to the far northwest corner of the city.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• N/A	• N/A

4. RECOMMENDATION

Staff recommends receipt of report and consideration of potential recommended actions.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

12a. [Post-incident analysis presentation.](#)

March 21 Tornado Event

Post-Incident Analysis

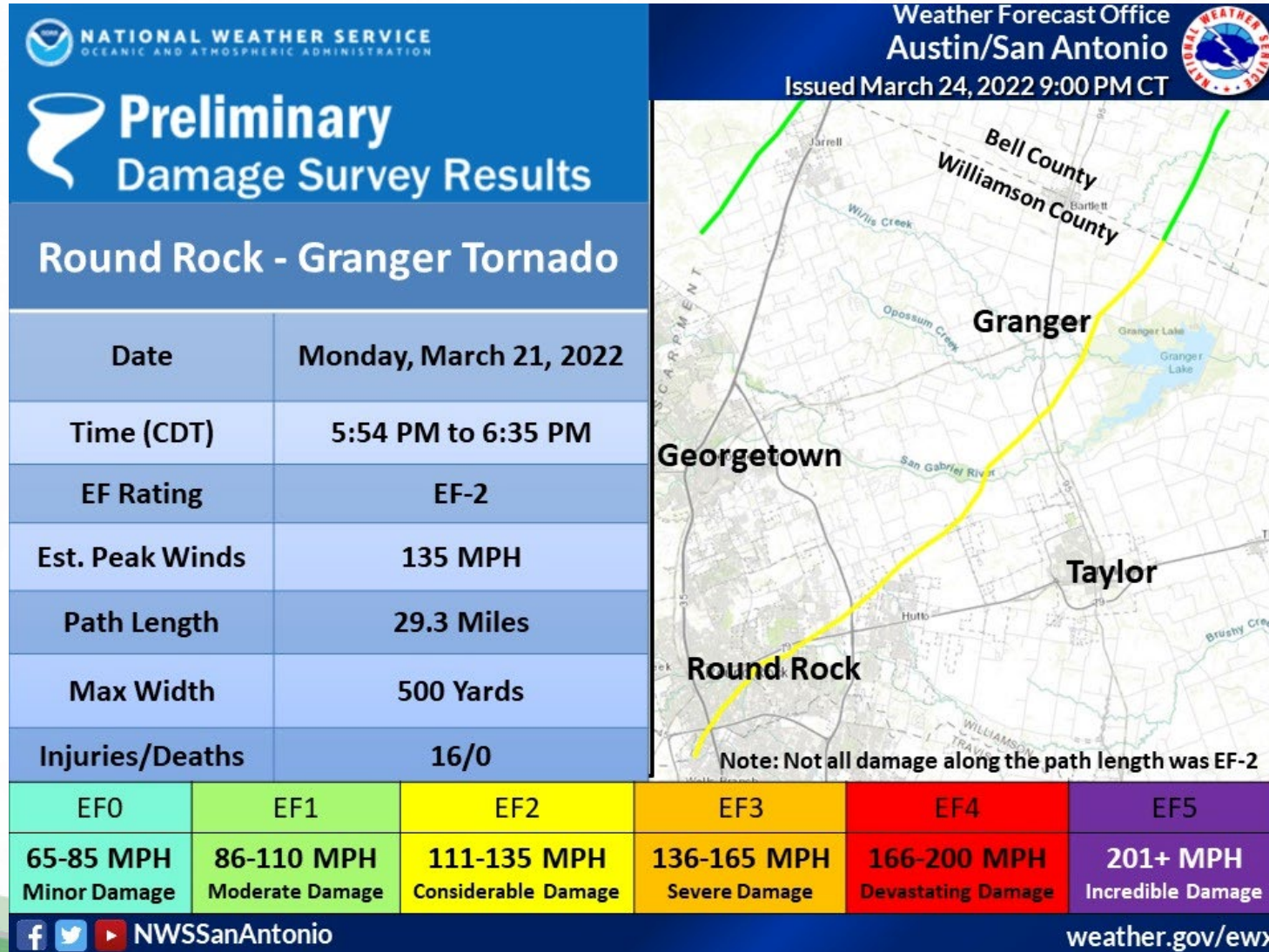
Background

- On March 21, a warm front moving up from the south brought in a moist and unstable airmass.
- A long track of supercells initiated along a dryline near Austin around 4 PM producing severe thunderstorms and spurring five tornados in the Central Texas region.
- More tornados developed across the state and into others as the system moved eastward.
- One tornado crossed near the far northwest corner of Taylor.

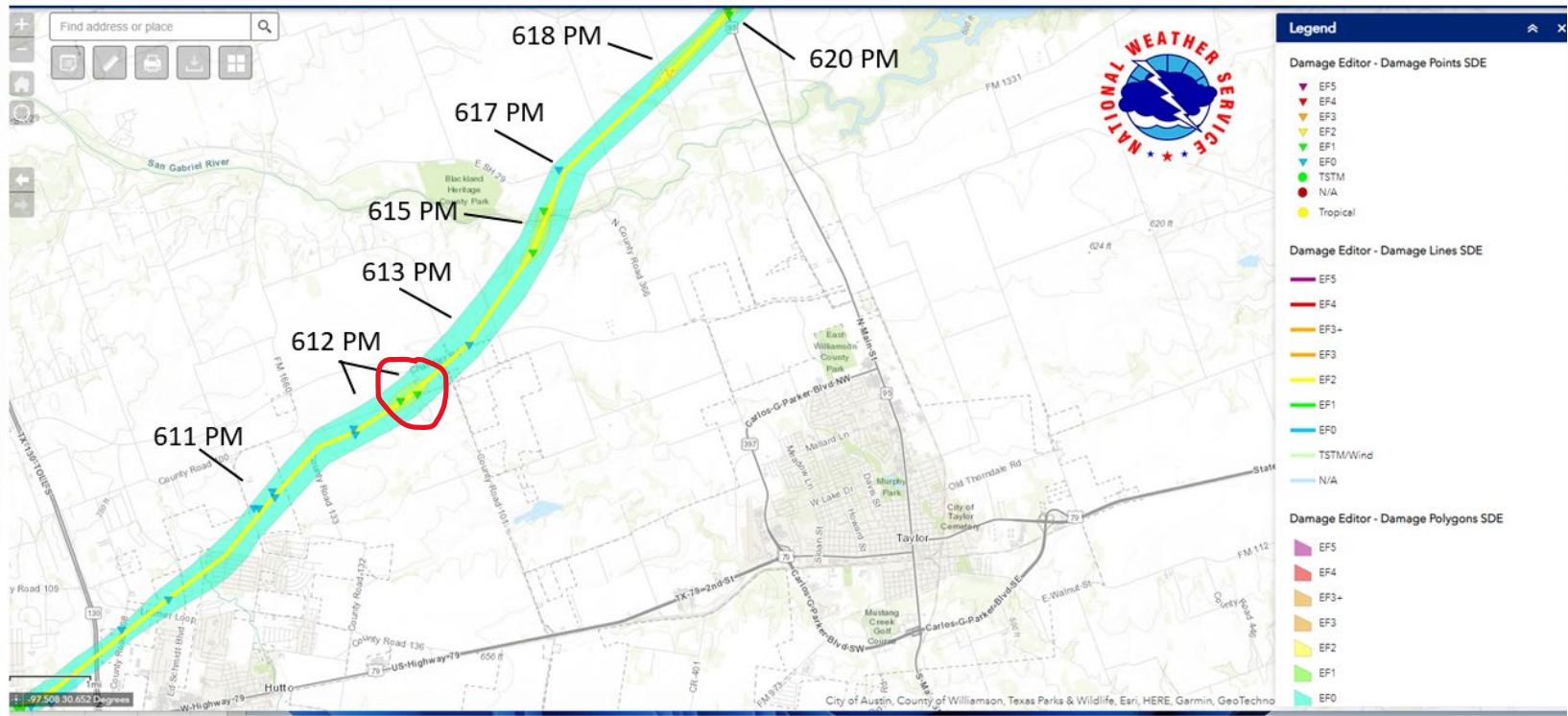
Timeline

- 3/19/22 - SPC issued a Slight to Marginal Risk of Severe Thunderstorms for Monday.
- 3/20/22 - SPC upgraded the risk categories and shifted them westward with an Enhanced to Marginal Risk for much of south-Central Texas for Monday into Monday night.
- 3/21/22 (12:00pm) - The SPC outlook increased risk level to Moderate.
 - 3:15pm – Tornado Watch issued
 - 3:30pm – EOC meeting to discuss need to send staff home
 - 5:04pm – Severe Thunderstorm warning
 - 5:49pm – Tornado warning issued
 - 6:12pm – EF2 tornado passes near Balcones Resources
 - 6:24pm – Dispatched for first tornado related incident

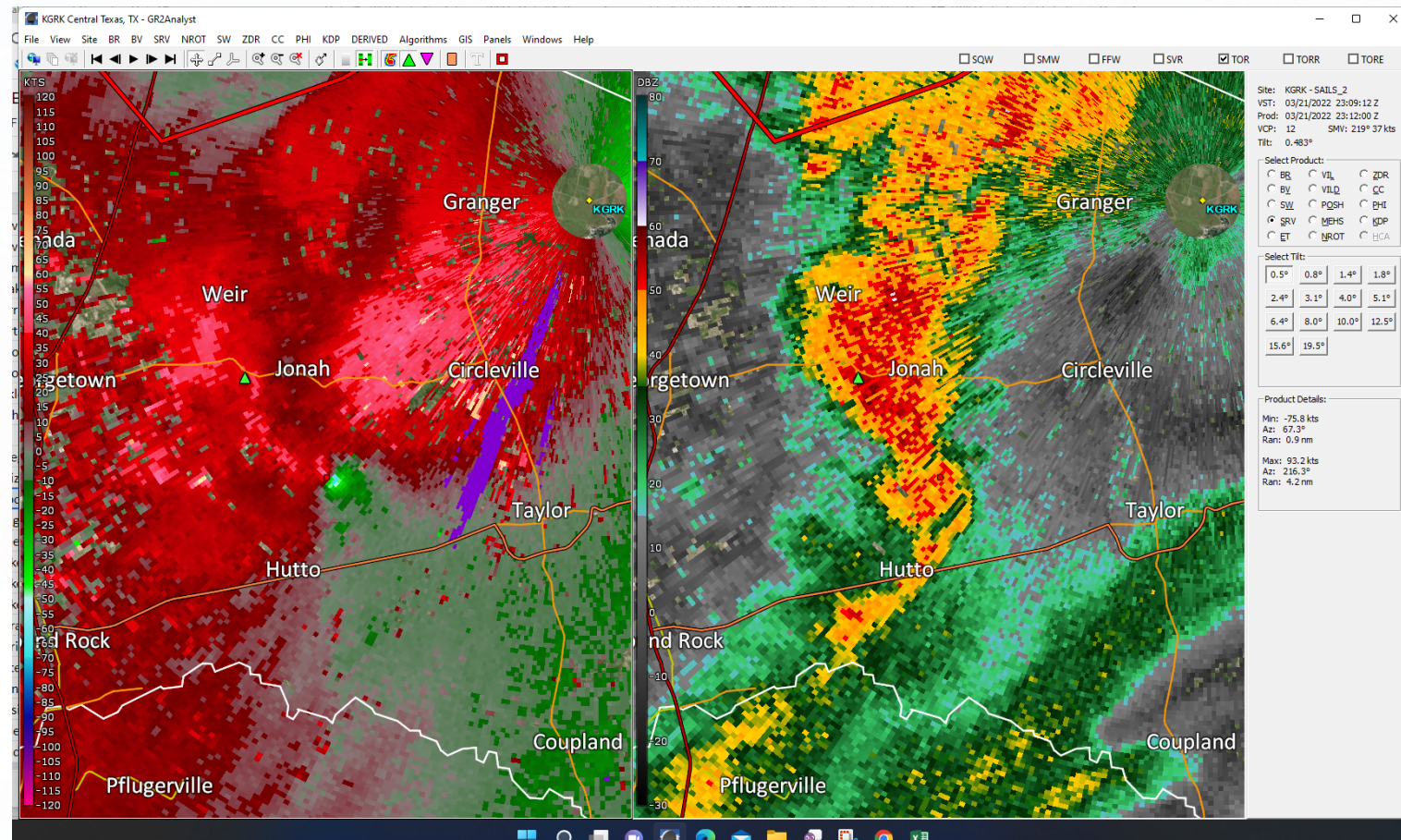
Tornado



Tornado



Radar Image



Local Damage



Public Notification

- City sent out numerous weather related postings to social media throughout the day beginning around 8:15am.
- Warn Central Texas sent out severe thunderstorm warning at approx. 5:50pm.
- Warn Central Texas sent out tornado warning at approx. 6:04pm.
- Emergency Alert System activated numerous times through TV, radio, and cell phones.

Public Safety Actions

- Police and Fire Department units surveyed the city for damage.
- Fire Department responded to Balcones Resources for partial building collapse.
- Police Department provided traffic control on CR 368 where there were downed powerlines.
- Police and Fire Departments sent units to Granger to assist.
- Emergency Management sent DSO to the state and pSTAT damage reports.

Notification Methods



- Warn Central Texas - Regional Notification System for CAPCOG region. Messages can be received by phone, text, and e-mail. Residents must opt-in. ("Reverse 911")
- Emergency Alert System - National public warning system consisting of radio and TV broadcasters, cable TV, wireless cable systems, satellite and wireline operators who can transmit emergency messages. Transmission of NWS messages are voluntary.

Notification Methods



- Wireless Emergency Alerts - Emergency alerts through cell phones. Do not have to opt-in, but people have ability to opt-out.
- NOAA Weather Radio All Hazards (NWR) - Nationwide network of radio stations broadcasting continuous weather information directly from the nearest National Weather Service office.

Outdoor Notification

- Some residents reported hearing a horn or siren sounding outdoors – this was the lightning detectors installed in city parks.
- Taylor used to have two outdoor warning sirens – unknown when last used, however donated to Bastrop County in 2009.

Lessons Learned

- City working with CAPCOG to ensure we have ability to directly send alerts through Warn Central Texas.
- Preliminary research into pros/cons of outdoor warning siren system. Cost likely to exceed \$1 million.
- Researched option to upgrade existing lightning sirens in parks. Cost estimated at \$26,000 per location.
- Existing warning systems worked as designed, however they require users to subscribe, or not opt-out.



City Council Meeting *April 28, 2022* *Transmittal Letter*

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 13
Agenda Title: Update on the 2022 Blackland Prairie Days festival.

Council Action to be taken: Receive as Information

Department Submitted: Main Street

Staff Contact: Jan Harris, Main Street Manager

1. PURPOSE/DESCRIPTION

The purpose of this item is to provide the Council with an update on the 2022 Blackland Prairie Days festival scheduled for Saturday, May 7, 2022 from 10 am to 4 pm in downtown Taylor.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Taylor's Blackland Prairie Days festival is an annual event sponsored by the Main Street Program. The original purpose of the festival was to create a downtown event to celebrate the community's heritage and to bring people to the downtown area. The festival starts at 10 am with the Posting of the Colors by Taylor-area Cub Scouts, Boy Scouts, Girl Scouts, and Brownies. The music line-up is exciting with all acts performing from the amphitheater in Heritage Square:

10 am – festival opens – the National Anthem performed by the Taylor High School Chorus.

10.15 am - the Chorus and the Taylor High School Jazz Ensemble will play until 10.45 am

11 am – Chubby Knuckle Choir performs until 11.45

12 noon – Songwriters in the Round with Kelley McRae, Josh Harty, & Brent Clifton performs until 12.45 pm

1 pm – The Ballet Folklorico performs until 1.45 pm

2 pm – Rian C (Castillo) Band performs until 2.45 pm

3 pm – The undisKovered Band closes out the festival and plays until 3.45 pm

The event will feature activities for the whole family including a train ride and bounce houses for the children. Vendors at the festival range from handmade arts & crafts; jewelry; clothing, original artwork; information on various products and services; political booths; and much more. A wide range of food vendors will be on site offering two different types of BBQ; Caribbean foods including jerk chicken and shrimp; as well as traditional burgers

and sandwiches, fries and nachos. Cool treats, sweets, and drinks will include shaved ice, lemonade, flavored coffees, kettle corn, and baked goods. Beer and wine will be available for purchase. Currently we have the Texas Beer Company providing alcoholic beverages at their tap room on the corner of 2nd and Main and their beer truck will be open at Heritage Square.

The event is being supported by generous sponsors:

Chick Level Sponsors: Dovetail Wealth Management, Direct Insurance, Eagle Bank, The Real Estate Social, and Taylor Auto Credit.

Piglet Level Sponsors: Brookshire Insurance, Citizens National Bank, HJD Homes, ReMax & Associates Group, Tierra Grande Real Estate, and Baylor Scott & White.

Calf Level Sponsors: City National Bank

Colt Level Sponsors: Cottage & Key Real Estate, Public Sketch, and Texas Comfort Air.

Funding is also raised through vendor fees charged for participation in the Blackland Prairie Days. Additional funding comes from the City's General Fund.

The Farmers Market will be in place under the Pavilion during the festival and will be open from 10 am until 4 pm.

Saturday, May 7th is a Voting Day in Taylor and staff will ensure that there are adequate and convenient parking reserved for citizens seeking to vote on that day.

City staff will close the streets at 6 am on Saturday morning. Staff and volunteers will begin to layout the vendor spots on East 5th Street and on North Main between 4th and 2nd Streets. Food vendors will be on E 5th between N Main and Porter while all other vendors will be on N Main Street between 4th and 2nd Streets. The train ride and the bounce houses will be located on N Main between 4th and 5th Streets.

The festival ends at 4 pm and the streets should be open by 5 pm once all the vendors have removed their tents and wares.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Blackland Prairie Days festival is the largest City-run special event in Taylor. • It has always been popular and has well attended by both locals and visitors. • The last Blackland Prairie Days Festival was held in 2019. • The Festival provides an excellent opportunity for residents and visitors alike to experience our beautiful downtown and its many shops and restaurants.	• There is currently no known cons.

4. RECOMMENDATION

Staff recommends that all the City Council members attend this years Blackland Prairie Days together with fellow Taylorites and visitors to celebrate our rich cultural heritage here in Taylor.

5. FUNDING SOURCE

Funding is provided through sponsorships, vendor fees, and the City's General Fund via the Main Street Program's budget.

6. TIMELINE

The event is scheduled for Saturday, May 7, 2022. Streets will close at 6.00 am; vendors will be checked in starting at 7.00 am; all vendors must be set up and ready to go by 9.45 am. The festival begins at 10.00 am and closes at 4.00 pm. Streets to be opened by 6.00 pm or after the last vendor has cleared either N Main Street or East 5th Street.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

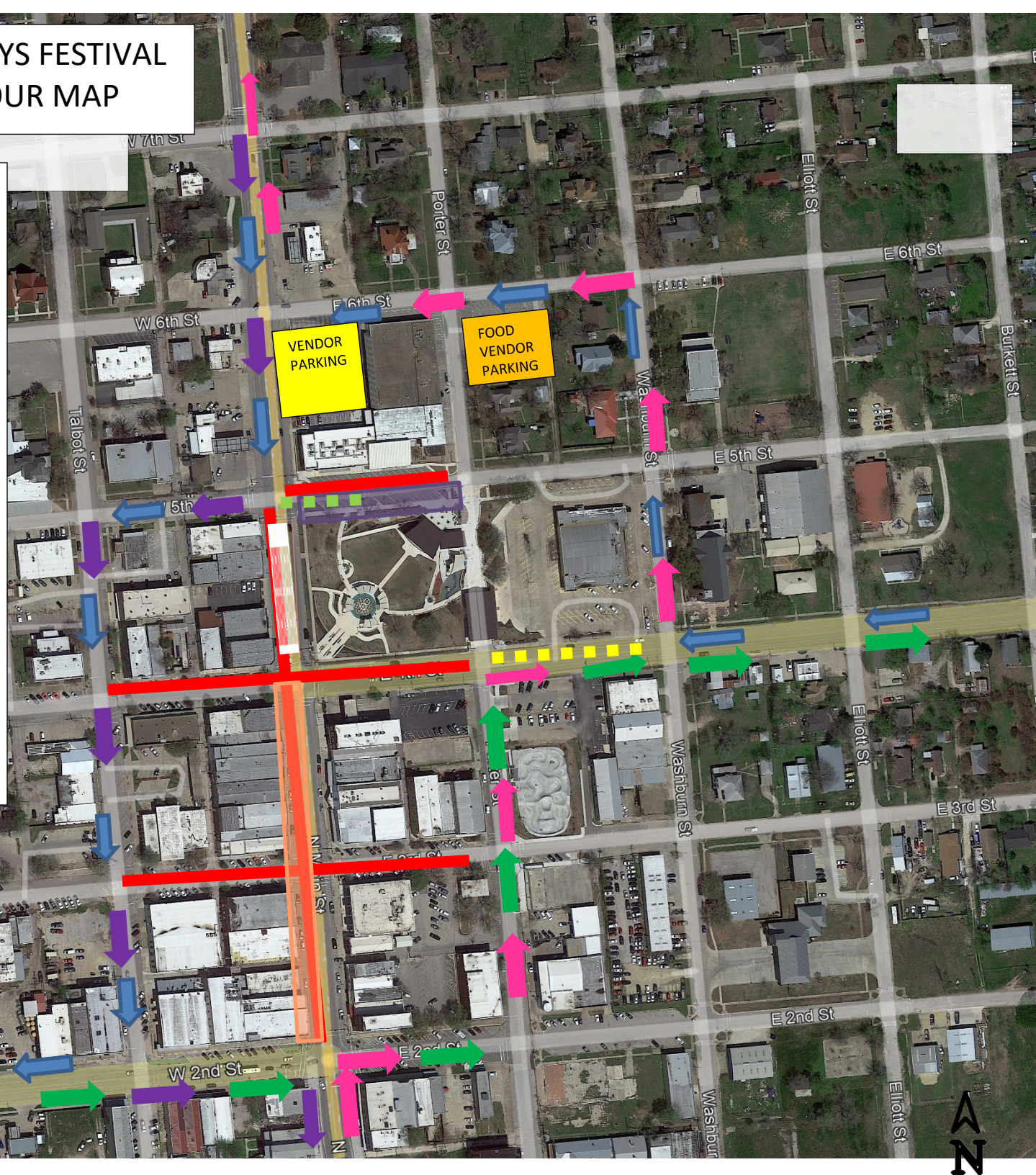
[13a. Layout & Traffic Detour map](#)

2022 BLACKLAND PRAIRIE DAYS FESTIVAL EVENT LAYOUT AND DETOUR MAP

MAP KEY:

-  = CRAFT VENDOR LOCATION
-  = CRAFT VENDOR ENTRY POINT
-  = FOOD VENDOR LOCATION
-  = FOOD VENDOR ENTRY POINT
-  = WEST BOUND DETOUR
-  = NORTH BOUND DETOUR
-  = EAST BOUND DETOUR
-  = SOUTH BOUND DETOUR

WHITE AREA = KIDZ ZONE





City Council Meeting *April 28, 2022* *Transmittal Letter*

STRATEGIC PILLAR

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

Agenda Item #: 14

Agenda Title: Discussion and possible direction to staff regarding the suspension of the prohibition of alcoholic beverages on public property and rights-of-way within the Central Business District.

Council Action to be taken: Direction to staff

Department Submitted: City Attorney/City Manager

Staff Contact: Jeff Jenkins, Deputy City Manager
Mark Schroeder, City Attorney

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider the extension of the temporary suspension or the repeal of Ordinances 01-03-94 and 2018-09 in order to allow possession and consumption of alcoholic beverages in public areas within the Central Business District.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

During the early stages of the COVID-19 pandemic the CDC and state and county health officials strongly recommended that restaurants and other businesses in which people congregate to consume food or beverages provide outdoor seating for their customers whenever possible.

The Central Business District of Taylor contains numerous bars and restaurants that do not have outdoor seating available to them except in the public right of way. The city currently prohibits the possession of open containers or the consumption of alcoholic beverages except in permitted areas adjacent to the business. This prohibition prevents many restaurants from offering full-service outdoor seating for their customers.

The City adopted Ordinance No. 01-03-94, prohibiting the consumption and possession of an open container and consumption of alcoholic beverages in the Central Business District. The Central Business District roughly covers the historic downtown, as well as parts of South Main Street.

In 2018, the City adopted Ordinance No. 2018-09, amending Ordinance No. 01-03-94 in order to allow the possession of an open container and consumption of alcoholic beverages in the Central Business District under limited circumstances in an area

immediately adjacent to the business. A business must apply to the City for a permit to allow open containers and consumption in the adjacent area within the city right of way and the application must be approved by the City.

In May of 2020 the City Council adopted Ordinance 2020-07 temporarily suspending some provisions of Ordinances 01-03-94 and 2018-09. That suspension expired on September 29, 2020, but enforcement of the earlier ordinances has not resumed.

Staff is seeking direction from Council on the following:

- extend the temporary suspension or permanently repeal portions of the alcohol prohibitions in the Central Business District.
- If permanent repeal or temporary suspension, need to discuss whether both Heritage Square and Pierce Skatepark are included in the suspension or excluded one or both out of the proposed ordinance.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• restaurants can provide full-service outdoor seating for their customers. • patrons of downtown businesses can walk from business to business with an alcoholic beverage encouraging more commerce in downtown	• could increase the incidence of alcohol-related nuisances in downtown

4. RECOMMENDATION

Staff is seeking direction from Council

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

Allow the original ordinances to remain in effect.

8. ATTACHMENTS

14a. [Ordinance 01-03-94](#)

14b. [Ordinance 2018-09](#)

14c. [Ordinance 2020-07](#)

14d. [PowerPoint presentation](#)

ORDINANCE NO. 01-03-94

AN ORDINANCE PROHIBITING THE POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES IN THE CENTRAL BUSINESS DISTRICT OF THE CITY OF TAYLOR CONSISTENT WITH THE ORDER ADOPTED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION ON MARCH 7, 1994 AND SECTION 109.35 OF THE ALCOHOLIC BEVERAGE CODE V.A.T.S., AS AMENDED; PROVIDING A SAVINGS CLAUSE AND A PENALTY OF A FINE OF NOT LESS THAN \$100.00 NOR MORE THAN \$500.00 FOR VIOLATION HEREOF AND DECLARING AN EMERGENCY IN ITS ENACTMENT.

BE IT ORDAINED BY THE CITY OF TAYLOR:

Section 1. Subject to Section 2 hereof the City of Taylor does hereby prohibit the possession of an open container or consumption of alcoholic beverages in its central business district as such district is described in the resolution adopted by the City of Taylor establishing same on December 28, 1993 which shall be consistent with the provisions of the order adopted by the Texas Alcoholic Beverage Commission on March 7, 1994 and Section 109.35 of the Alcoholic Beverage Code V.A.T.S., as amended.

Section 2. This ordinance does not prohibit the legal possession of an open container or the consumption of alcoholic beverages in motor vehicles, buildings not owned or controlled by the City of Taylor, residential structures or licensed premises located within the central business district.

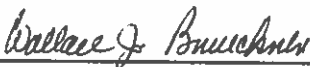
Section 3. As used herein "open container" means any alcoholic beverage container that is no longer sealed.

Section 4. If any part of this ordinance should be held to be invalid by a court of competent jurisdiction same shall not effect the remainder of this ordinance and all portions of this ordinance not held to be invalid shall continue and remain in full force and effect.

Section 5. Any person violating the provisions of this ordinance shall be deemed guilty of a Class C misdemeanor and upon conviction shall be fined in any amount not less than \$100.00 nor more than \$500.00.

Section 6. The fact that the Texas Alcoholic Beverage Commission has approved the request of the City of Taylor and adopted an order under the authority of Section 109.35 of the Alcoholic Beverage Code V.A.T.S., as amended, and the further fact that an ordinance implementing such order should be adopted without delay for the protection and general public welfare of the City of Taylor and its citizens creates an emergency and the rules prohibiting the passage of an ordinance on the date on which same is introduced and requiring three separate readings thereof be and the same are hereby dispensed with or waived as to this ordinance and this ordinance shall take effect immediately from and after its passage.

INTRODUCED, PASSED, APPROVED and ADOPTED as an emergency measure by the unanimous vote of all the members of the City Commission of the City of Taylor this the 22nd day of March, A.D. 1994.


WALLACE J. BRUECKNER, Chairman
Board of Commissioners

ATTEST:


DONNA LEE, City Clerk

CITY OF TAYLOR

BEFORE THE
TEXAS ALCOHOLIC
BEVERAGE COMMISSION

ORDER

On this 7th day of March, 1994, came for consideration the petition of the City of Taylor requesting that the Texas Alcoholic Beverage Commission adopt an Order under the authority of §109.35, Alcoholic Beverage Code, V.T.C.A., that prohibits the possession of an open container or consumption of an alcoholic beverage in its Central Business District. The Commission finds:

Section A. The resolution attached to and incorporated with the petition of the City of Taylor, determining that possession of an open container and/or consumption of an alcoholic beverage in the Central Business District (hereinafter CBD) of Taylor poses a risk to the health and safety of its citizens is properly submitted. The resolution is attached hereto.

Section B. The plat describing the CBD of the City of Taylor, attached to the petition, properly identifies the CBD of Taylor and meets the requirements of §109.35(d), Alcoholic Beverage Code, V.T.C.A.. The plat is attached hereto.

It is, therefore, Ordered that:

Section 1. Subject to Section 2, the City of Taylor may enact an ordinance prohibiting the possession or consumption of alcoholic beverages in its CBD consistent with the provisions of this Order and §109.35, Alcoholic Beverage Code, V.T.C.A..

Section 2. This Order does not prohibit the legal possession of an open container or the consumption of alcoholic beverages in motor vehicles, buildings, not owned or controlled by the City of Taylor, residential structures or licensed premises located within the CBD.

This Order shall remain in force and effect until such time as it is revoked or rescinded by the Commission.

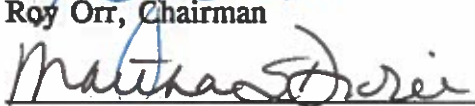
Signed and entered this the 7th day of March, 1994.



TEXAS ALCOHOLIC BEVERAGE COMMISSION



Roy Orr, Chairman

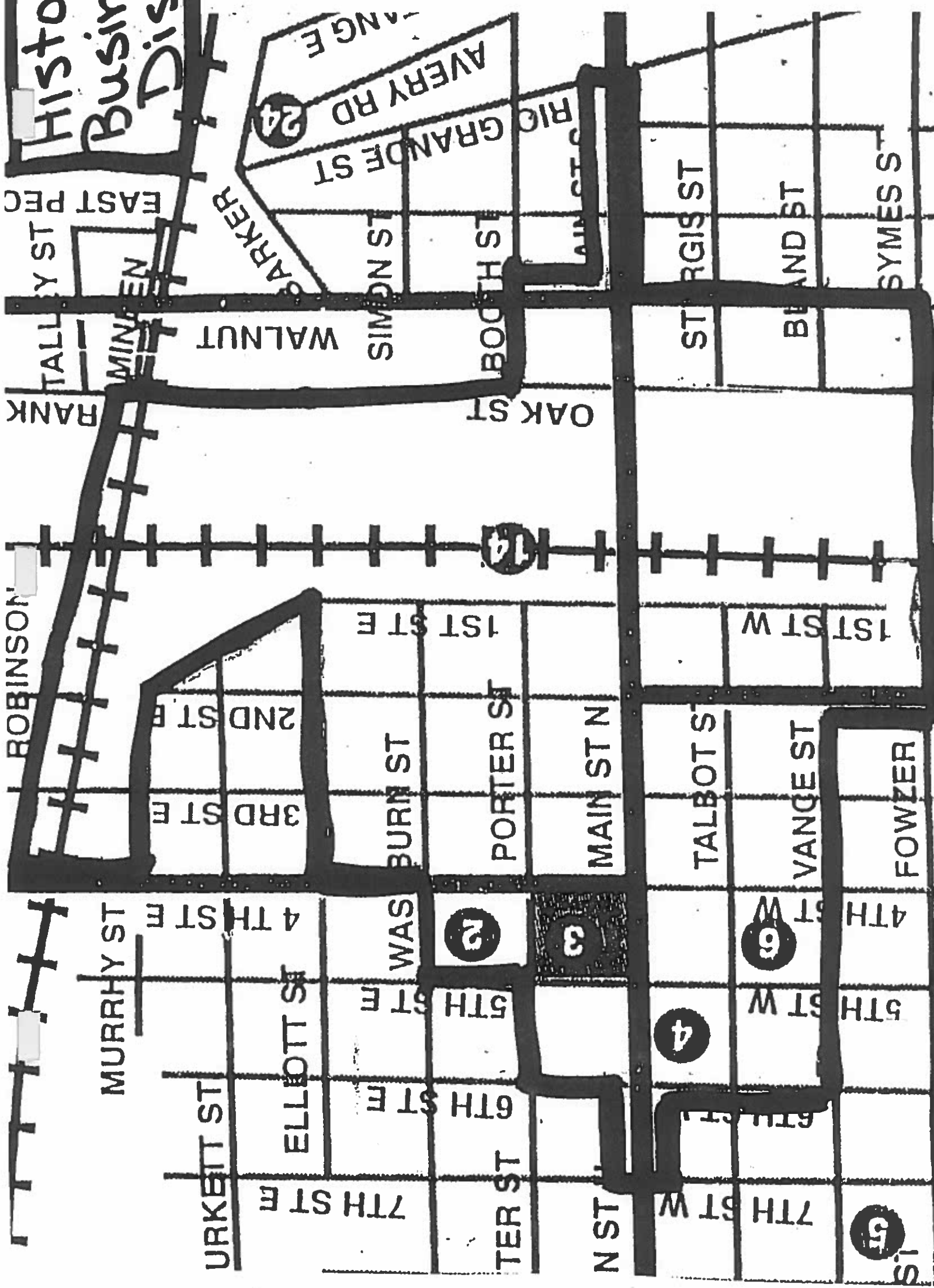


Martha S. Dickie, Member



Steven R. Baker, Member

Historical Business District



ORDINANCE NO. 2018-09

**AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS,
AMENDING ORDINANCE NO. 01-03-94 REGARDING
CONSUMPTION AND POSSESSION OF ALCOHOLIC
BEVERAGES IN THE CENTRAL BUSINESS DISTRICT;
PROVIDING A PENALTY CLAUSE; AND PROVIDING A
SEVERABILITY CLAUSE.**

WHEREAS, the City of Taylor, Texas, adopted Ordinance No. 01-03-94, which was previously amended, regarding consumption and possession of an open container and consumption of alcoholic beverages in the Central Business District; and

WHEREAS, it is the desire of the City to allow possession of open containers or the consumption of alcoholic beverages in the Central Business District under the provisions set forth in this Ordinance; and

WHEREAS, the City deems it to be reasonable to allow possession and consumption of alcoholic beverages in the Central Business District only upon compliance with the conditions set forth in this Ordinance.

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

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. No alcoholic beverage or open container, as defined by the Texas Alcoholic Beverage Commission ("TABC") and Ordinance 01-03-94, shall be allowed on any public street or right of way in the Central Business District, except as may be permitted under the following conditions:

- A. When an alcoholic beverage is sold to the public by a business licensed by the TABC authorizing the public sale of such alcoholic beverage ("Business"); and

- B. When a patron of the Business purchases an alcoholic beverage from the Business; and
- C. When the Business allows a Business patron to consume the alcoholic beverage purchased from the Business in an open container in an outdoor area located in a public right of way used under the direct control and supervision of the Business ("Outdoor Business Area"); and
- D. When the consumption of any alcoholic beverage in the Outdoor Business Area does not violate any other ordinance or law; and
- E. When the Outdoor Business Area is immediately adjacent to and contiguous to the Business building from which the alcoholic beverage was sold by the Business; and
- F. When the Business has identified, located and registered the Outdoor Business Area with the City prior to allowing any possession or consumption of alcoholic beverages in the Outdoor Business Area.

Nothing herein is intended to abrogate or supersede any law regarding alcoholic beverages including, without limitation, the TABC, which shall be a requirement of the Business under this Ordinance.

SECTION 3. All provisions of Ordinance No. 01-03-94, as previously amended, shall remain in effect and Ordinance No. 01-03-94 is amended only as stated herein.

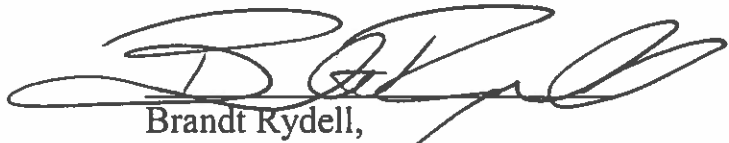
SECTION 4. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be subjected to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, except where a different penalty has been established by State law for such offense in which event the penalty shall be fixed by state law and if deemed a violation of any provision which governs fire safety, zoning or public health or sanitation shall be punished by a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 5. Should any section, paragraph, clause, phrase, or provision of this Ordinance be judged invalid or held unconstitutional, the same shall not affect

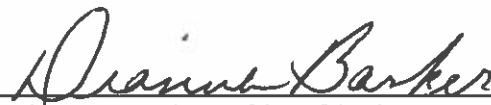
the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

SECTION 6. In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 7TH day of June, 2018.

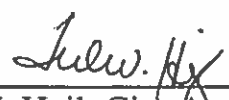
PASSED, APPROVED and ADOPTED on this the 14 day of June, 2018.


Brandt Rydell,
Mayor of the City of Taylor, Texas

ATTEST:


Dianna Barker, City Clerk

APPROVED AS TO FORM:


Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Dianna Barker, 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. 2018-09, passed and approved by the City Council of the City of Taylor, Texas, on the 14 day of June, 2018, 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 14 day of June, 2018.



Dianna Barker,
City Clerk



ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS TEMPORARILY SUSPENDING PORTIONS OF ORDINANCE NO. 2018-09 IN ORDER TO ALLOW POSSESSION OF AN OPEN CONTAINER OR THE CONSUMPTION OF AN ALCOHOLIC BEVERAGE IN THE CENTRAL BUSINESS DISTRICT OF THE CITY OF TAYLOR, TEXAS.

WHEREAS, the City of Taylor, Texas, adopted Ordinance No. 01-03-94, prohibiting the consumption and possession of an open container and consumption of alcoholic beverages in the Central Business District; and

WHEREAS, the City of Taylor, Texas, adopted Ordinance No. 2018-09, amending Ordinance No. 01-03-94 in order to allow the possession of an open container and consumption of alcoholic beverages in the Central Business District under limited circumstances as stated in Section 2 of Ordinance No. 2018-09;

WHEREAS, the City Council of the City of Taylor, Texas, has determined that extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout the City of Taylor and also to provide its local business owners the ability to continue to provide services to their customers in a safe manner; and

WHEREAS, it is recommended by the Centers for Disease Control and Prevention, Governor Greg Abbot, and Williamson County Health officials that when possible restaurants and bars should provide outdoor seating and service to their customers; and

WHEREAS, by allowing alcoholic beverage consumption outside of local businesses and restaurants within the Central Business District, the businesses will be better able to provide their customers a safer outdoor environment to dine or congregate; and

WHEREAS, in order to make this option available for many downtown business within the Central Business District, it is the desire of the City Council to temporarily suspend the prohibition of the possession of open containers or the consumption of alcoholic beverages in the Central Business District, except for Heritage Square Park and Pierce Park, and permit such activity unless it is otherwise not allowed under state law or local ordinances; and

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

SECTION 1. The prohibition against alcoholic beverages and open containers, as defined by the Texas Alcoholic Beverage Commission ("TABC) and Ordinance No. 01-03-94, on any public street or right of way as ordered in Section 2 of Ordinance 2018-09 of the City of Taylor, Texas, is hereby temporarily suspended so long as:

A. the alcoholic beverage is sold to the public by a business licensed by the TABC authorizing the public sale of such alcoholic beverage ("Business")

B. the consumption of any alcoholic beverage in the Central Business District does not violate any other ordinance or law; and

C. the alcoholic beverage or open container is not on the grounds of Heritage Square Park or Pierce Park. No open containers or consumption of alcoholic beverages are allowed in Heritage Square Park or Pierce Park unless otherwise allowed by special permit of the City.

SECTION 2. The Businesses are encouraged to not allow their customers to leave the Business or the area adjacent to the business with a glass container and to provide plastic or paper cups to their customers if the customer is leaving the area adjacent to the business. If businesses and customers do not follow this recommendation and broken glass and litter become a problem within the Central Business District, then the City Council will consider amending this ordinance to include enforcement measures to address the problem.

SECTION 3. The City Council authorizes the City Manager for administrative purposes to make administrative decisions and rules and regulations regarding implementation and enforcement of the ordinance. The City Manager shall determine such rules and regulations and notify the public by publishing said rules and regulations on the city website and making them publicly available at city hall.

SECTION 4. Nothing herein is intended to abrogate or supersede any law regarding alcoholic beverages including, without limitation, the TABC, which shall be a requirement of the Business under this Ordinance.

SECTION 5. All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. Unless further action is taken by the City Council extending this ordinance, then this suspension shall terminate at 12:00 a.m. on September 29, 2020.

PASSED, APPROVED, and ADOPTED on this 20 day of May, 2020.


Brandt Rydell, Mayor

ATTEST:


Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna Barker, 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. 2020-07, passed and approved by the City Council of the City of Taylor, Texas, on the 20 day of May, 2020, 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 20 day of May, 2020.


Dianna Barker
City Clerk

CENTRAL BUSINESS DISTRICT

SEVENTH STREET
SIXTH STREET
FIFTH STREET
FOURTH STREET
THIRD STREET
SECOND STREET
OAK STREET
WALNUT STREET
BOOTH STREET
150 GRANDE STREET
NORTH MAIN STREET
PORTER STREET
WASHINGTON STREET
VALBOURNE STREET
JANICE STREET
EDWARD STREET
ISLAND STREET
PEGASUS STREET
RICARDO STREET
SOUTH MAIN STREET

This map is created by the City of Taylor, Texas, Planning and Development Department.
This product is for informational purposes only and should not be used for legal or financial purposes. It does not represent an official record and should not be used for legal or financial purposes. It is not a survey and does not show property boundaries. It is not a map and does not show street names. It is not a map and does not show street names. It is not a map and does not show street names.

Revised: 01/18/2024

"This product is for informational purposes and should not be used prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on the ground survey and represents only approximate relative location of property boundaries."

Founded on 1994, China's first

Discussion regarding Alcoholic beverages on
public property and rights-of-way within the
Central Business District

Ordinances Involving Item

- Ordinance 1-03-94
 - Prohibits the possession and consumption of alcohol in the Central Business District
- Ordinance 2018-09
 - Amended 1-03-94 to allow for open container and consumption within identified and registered outdoor business area
- Ordinance 2020-07
 - Temporarily suspended the rules until Sept. 2020, allowed for open container and consumption within the Central Business District, except for Heritage Square and Pierce Park by special event permit only

Policy Discussion

- Do we want to adopt long term something similar to 2020-07 as a long-term measure or temporary during certain times of the year?
- If we pass something similar 2020-07, do we continue to exclude the two parks?
- Need thoughts and direction to help on this policy discussion