AGENDA

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

APRIL 11, 2019, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. National Public Safety Telecommunicator Week, April 14 - 20

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

2. Approve minutes from the March 28, 2019 regular Council meeting and the April 1st & 2nd special called Council meetings. (Dianna Barker)
3. Consider Ordinance 2019-11 to rezone approximately 0.0991 acres, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas, from Light Industrial (M-1) to Mixed Use District – Downtown Neighborhood (DN). (Tom Yantis)

PUBLIC HEARINGS / ORDINANCES

4. Consider introducing Ordinance 2019-17, replacing Ordinance 2014-20, adopting a Drought Contingency Plan in accordance with TCEQ Rules. (Jim Gray)
5. Conduct Public Hearing and consider introducing Ordinance 2019-18 rezoning approximately 1.75 acres, 602 W. 12th Street, from Single-Family Residential Zoning District (R-1) to Commercial Planned Development with Local Commercial Base Zoning (B-1/CPD). (Tom Yantis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

6. Discuss and consider Heritage Square rental policy and fee schedule. (Larry Foos)
7. Consider rankings for the Williamson County Transportation Bond Projects. (Jeff Jenkins/Jim Gray)
8. Consider modification to the SADYA 380 Development Agreement (Holiday Inn Hotel). (Jeff Jenkins)
9. Receive update on upcoming April 13th neighborhood cleanup day. (Tom Yantis)

Executive Session I. The Taylor City Council will conduct a closed executive session under 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officers or employees.

a. City Manager position

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

a. Windy Ridge

Executive Session III. 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. SADYA 380 Agreement

Executive Session IV. 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. Givens Community Center

The City Council may take action on any executive session item listed on this agenda after they reconvene into regular 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 8, 2019 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: Dianna Barker Date 4-8-19

Dianna Barker, City Clerk

City Council Meeting
April 11, 2019
Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 1

Agenda Title: **National Public Safety Telecommunicators Week**

Council Action to be taken: Read proclamation

Department Submitted: Police Department

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

To recognize National Public Safety Telecommunicators Week 2019 and to honor the service of the Taylor Communication Officers who protect our community by answering calls from residents and dispatching police officers to crimes in progress, reports of crimes that already occurred, disturbances in progress, and traffic collisions.

2. STAFF ANALYSIS (How and Why)

Each year, the second full week of April is dedicated to the men and women who serve as Public Safety Telecommunicators. The year National Public Safety Telecommunicators Week is being held April 14-20, 2019. The week was originally introduced in Congress in 1991. It is estimated that there are over 200,000 Police Dispatchers in the United States. The City of Taylor recognizes the professional dedication and unending services of the Communications Officers who answer and dispatch 9-1-1 calls on a 24/7 daily basis.

3. RECOMMENDATION

Mayor will present the Proclamation.

4. FUNDING SOURCE

N/A

5. TIMELINE

April 14-20, 2019 is designated by the Congress of the United States as National Public Safety Telecommunicators Week.

6. PRIOR COUNCIL ACTIONS TAKEN

Proclaimed in April 2018

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

1a Proclamation

Proclamation

National Public Safety Telecommunicators Week

WHEREAS, the safety of our police officers is dependent upon the quality and accuracy of information obtained from citizens who call the City of Taylor Communications Center; and

WHEREAS, our Communication Officers are the first and most critical link between people calling in an emergency situation and the response of police officers who arrive on the scene; and

WHEREAS, we recognize the professional and unending services of the Communications Officers who answer 9-1-1 calls on a 24/7 daily basis; and

WHEREAS, our Communication Officers provide a vital link for our police officers by monitoring their activities by radio, providing information, and ensuring their safety; and

WHEREAS, our Communication Officers contribute to the apprehension of criminals, keeping the peace in our neighborhoods, and providing prompt and professional police service and protection to Taylor residents; and

WHEREAS, each Communication Officer has exhibited compassion, understanding, and professionalism during the performance of her job in the past year.

NOW, THEREFORE, on behalf of the City Council, I, Brandt Rydell, Mayor of the City of Taylor, do hereby proclaim the week of April 14 through April 20, 2019 as

National Public Safety Telecommunicators Week

PROCLAIMED this the 11th day of April, 2019.

Brandt Rydell, Mayor
City of Taylor

City Council Meeting
April 11, 2019
Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 2

Agenda Title: **Approve minutes from the March 28, 2019 Council meeting.**

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

Department Submitted: City Clerk

Staff Contact: Dianna Barker

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS (Why and How)

N/A

3. RECOMMENDATION

Approve as submitted or amend with changes noted.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

2a. March 28, 2019 minutes
2b April 1, 2019 special called
2c April 2, 2019 special called

City of Taylor

Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
March 28, 2019 at 6:00 p.m.

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

Council Member Dwayne Ariola
Council Member Robert Garcia
Council Member Mitch Drummond
Mayor Pro Tem Christine Lopez

Jeff Jenkins, Interim City Manager
Ted Hejl, City Attorney
Dianna Barker, City Clerk

INVOCATION – Commander Joseph Branson gave the invocation.

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. **National Crime Victim's Rights Week**
   Councilmember Ariola read and presented the proclamation to Police Chief Fluck and Victim Services Coordinator Ms. Priscilla Moreno.

CITIZENS COMMUNICATION

Gary Gola **-** As chair of Parks Board, stated the Parks Board voted to recommend to Council that the number of members on the Parks Board not be reduced. The Board members feel more members give a wider scope and better feedback. Personally speaking, Mr. Gola does not believe the Board can be dominated by a large number of members as has been said and requested the Council table this issue and talk to the boards to see if they want a reduced number of members.

CONSENT AGENDA

2. **Approve minutes from the March 14, 2019 Council meeting.**
3. **Concur with preliminary financials for February 2019.**
4. **Consider Ordinance No. 2019-07 establishing a records and information management program and re-adopt the Texas State Library and Archives Commission retention schedules.**
5. **Consider entering into an agreement with Langford Management Services to submit a grant application for a Safe Routes to School Grant, and consider Resolution R19-11, approving submission of the application to the Texas Department of Transportation.**
6. **Consider Ordinance 2019-10 for voluntary annexation by SJPW Ranch Investments, LLC of a tract of land 54.04 acres, more or less, in size generally located at the northwest intersection of FM 619 and CR 412.**
7. **Approve Resolution R19-12 for Authorized Signatories.**
8. Approve Agreement with RCR Rail Park for sewer line analysis.

Mayor Rydell stated item #8 needs to be pulled for separate consideration.

Motion was made by Mayor Pro-Tem Lopez to approve consent agenda items 2 – 7 as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

8. **Approve Agreement with RCR Rail Park for sewer line analysis.**
Jeff Jenkins presented an agreement with RCR that would allow HDR to do a wastewater analysis on the future RCR Rail Park facility property. Cost is anticipated at $146,000. RCR will reimburse the City for this cost.

Motion was made by Mayor Pro-Tem Lopez to approve the agreement with RCR to conduct a wastewater line route analysis. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

9. **Conduct Public Hearing and consider introducing Ordinance 2019-11 to rezone approximately 0.0991 acres, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas, from Light Industrial (M-1) to Mixed Use District – Downtown Neighborhood (DN).**
Tom Yantis, Development Services Director, presented a presentation and stated the purpose of the rezoning is for the property to become a conforming land use. The subject property is and has been a single-family residence. It is currently zoned M-1 and needs to be rezoned to be compliant with the Zoning Ordinance. The Planning and Zoning Commission recommends this re-zoning.

Mayor Rydell opened the public hearing at 6:16PM. With no one appearing, the public hearing was closed.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2019-11

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 0.0991 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R105207; LEGALLY DESCRIBED AS APPROXIMATELY THE EAST 40 FEET OF LOTS 6 AND 7, BLOCK 47, CITY OF TAYLOR, ADDRESSED AS 404 EAST 3RD STREET, TAYLOR, WILLIAMSON COUNTY, TEXAS, FROM LIGHT INDUSTRIAL (M-1) TO MIXED USE DISTRICT – DOWNTOWN NEIGHBORHOOD (DN)); AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

10. **Consideration and action with respect to an "Ordinance Authorizing the Issuance of the City of Taylor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2019; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining. Other Matters Relating to the Issuance of the Certificates."**
Rosemarie Dennis, Finance Director, stated the Government Code allows for only one reading. AA- Bond Rating has been maintained. Jennifer Douglas, City's Financial Advisor, with Specialized Public Finance Inc., passed out a summary booklet and briefly went over the results of the Bond Rating report. Richard Donahue, Bond Attorney, was present to answer questions about ordinance.

Jeff introduced and welcomed Jeffery Wood, new Finance Director.

Motion was made by Councilmember Garcia to approve Ordinance 2019-16 authorizing the issuance in Combination Tax and Revenue Certificates of Obligation. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

11. **Consider approving the contract for the Police Department's Computer Aided Dispatch (CAD) and Records Management System (RMS) to Superion LLC.**
    Police Chief Fluck stated the current software provider CrimeSoft is not a true CAD and the crime records system is not NIBRS (National Incident Based Reporting System) compliant. The Texas conversion to NIBRS is to take effect September 1, 2019. Superion CAD and RMS will improve inter-operability with regional law enforcement and the RMS will provide a secure environment for records and accurate statistical data reporting. Staff recommended approving a contract with Superion LLC for the purchase of a CAD and RMS for the amount of $509,936.04. This is strictly for software. Hardware will be acquired separately.

Motion was made by Councilmember Garcia to approve the contract for Superion LLC for the purchase of a CAD and RMS for the amount of $509,936.04. Motion was seconded by Mayor Pro-Tem Lopez. Motion carried unanimously.

12. **Receive Capital Improvement Projects (CIP) update**.
    Jacob Walker, HDR Engineering, briefly went over the progress of each CIP project. See attached.

Motion was made by Mayor Pro-Tem Lopez to receive the CIP project update as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

13. **Consider Bid Award for the 4th Street Pedestrian Improvements Project**.
    Jacob Walker, HDR Engineering, stated that this item is related to the contract award for 4th Street Pedestrian Improvement Project to install a pedestrian operated signal facility to connect Heritage Square Park and Pierce Park safely across 4th Street. The city received two responsive bidders for the project: Westar Construction, Inc.- $153,922.00, and Lone Star Sitework, LLC - $143,678.20. Lone Star Sitework, has been highly recommended. HDR recommends approval with Lone Star. Councilmember Garcia stated he'd rather have a red light to stop cars instead of a flashing pedestrian sign. Mr. Walker explained that Taylor does not have enough pedestrians crossing in at that spot in an hour, so Texas law does not allow the installation of a regular traffic light.

Motion was made by Councilmember Garcia to award the contract to Lone Star Sitework, LLC for 4th Street Pedestrian Improvements Project as presented in the amount of $143,678.20 and authorize the City Manager to enter into the contract.. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

The Council took a break at 6:56PM.
The Council reconvened at 7:05PM.

14. **Consider Ordinance No. 2019-12 amending Ordinance 2013-01 to change the number of board members on the Parks & Recreation Board from 11 to 8 (7 members + 1 student member).**
Dianna Barker stated this ordinance would ultimately remove 4 seats, changing the number of members on the Parks & Recreation Board from 12 (11 members + 1 student) to 8 (7 members + 1 student). City Council did not appoint 2 of the expiring seats in February, reducing the number of members to 10. When 2 more member terms expire, Council will not appoint to those seats, reducing the number of board members to 8. The purpose of this change is to create a more manageable board. The ordinance was introduced at the March 14, 2019 City Council meeting. Councilmember Garcia would like the Council to inquire with the Chairperson of the Parks Board and the Main Street Board to see what works best for them before taking this action.

Motion was made by Councilmember Ariola to adopt Ordinance No. 2019-12 amending Ordinance 2013-01 changing the number of board members on the Parks & Recreation Board from 12 to 8. Motion was seconded by Councilmember Drummond. Motion carried 4 to 1 with Councilmember Garcia opposing.

15. **Consider Ordinance No. 2019-13 amending Ordinance 98-28, changing the number of board members on the Main Street Advisory Board to seven, and changing specific professional positions to 'preferred' professional positions.**
Dianna Barker stated that this ordinance would remove a total of 4 seats, changing the number of board members on the Main Street Board from 11 members to 7 members. During February appointments, Council did not appoint to 4 of the expiring member seats.
This ordinance would also add the word 'preferred' to the description in Section 3, Composition of Board.

Motion was made by Mayor Pro-Tem Lopez to adopt Ordinance No. 2019-13 amending Ordinance 98-28, changing the number of board members on the Main Street Advisory Board from 11 to 7 and changing specific professional positions to 'preferred' professional positions. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

16. **Consider amending the Boards & Commission Handbook to include a provision for appointing Officers within each Board and a provision for providing City Council with excusable absences of members.**
Dianna Barker stated at the February 28th City Council meeting, Council requested staff research the process and/or legality of rotating Chairpersons on each Board so that no one person holds that position for many years. The Council felt that the Boards could continue to appoint their own Chairperson as they see fit and did not want to add any language that would require rotating the Chairperson.
Council also requested staff to research whether the Chairman from each board makes the determination of whether a members' absence is excused or not excused, or if that determination rests with the Council. The B&C Handbook has been amended in Section 3.9, Meeting Attendance, to direct the Chairman of each board to forward their reason/opinion for each member's absence over the 25% of the duly called meetings or more than two duly called meetings in any period of twelve (12) consecutive months. Final determination on whether a member should be removed for to many absences lies with the City Council.
Other minor housekeeping changes were made.

Motion was made by Councilmember Garcia to amend the Boards & Commission Handbook, Section 3.9, by adding a provision for reporting absences of members to the Council. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

17. **Consider Reappointments to the TIF Board for the Williamson County Representative seat and the TISD Representative seat, and appoint TIF Board Chairman.**
    Dianna Barker stated that the term for the Williamson County representative and the TISD representative has expired. Williamson County request that Ed Komandosky be reappointed for another 2-year term. TISD has requested Jennifer Patschke be appointed to the TIF Board, replacing Bill Mikulencak. The TIF Board ordinance also states that City Council appoint the Chairman of the TIF Board. Historically the Main Street Chairman serves as the TIF Board Chairman.

Motion was made by Councilmember Ariola to reappoint Ed Komandosky as the Williamson County representative, and appoint Jennifer Patschke as the TISD representative to the TIF Board, and appoint the Main Street Board Chairman to serve as the TIF Board Chairman. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

18. **Receive update on Holiday Inn Express Hotel construction.**
    Nimesh Patel, owner of the new Holiday Inn Express hotel, gave a brief explanation of the progress of the hotel. Wildflower Management Company representatives were present and explained their role in the process.

Motion was made by Councilmember Garcia to receive the update on the Holiday Inn Express hotel project as Presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

19. **Consider revision of unattended children Library policy.**
    Karen Ellis, Library Director, stated that the Library Advisory Board reviewed the policy and is recommending City Council approve the proposed changes and revisions to the Unattended Children Policy. The changes include adding language that would allow only children, their parents or responsible caregivers, and adults interested in children's books in that area. Adults not accompanied by a child and who are not using the area for the purpose intended, may be questioned by staff, and may be asked to move to another part of the Library.

Motion was made by Councilmember Garcia to approve the amendment to the Unattended Children Policy as presented.. Motion was seconded by Mayor Pro-Tem Lopez. Motion carried unanimously.

Mayor Rydell read the executive session meeting announcement and adjourned into executive session at 8:03p.m.

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. SADYA Capital, LLC, 380 Agreement

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

a. Windy Ridge

The Council reconvened into regular session at 8:45p.m.

No action taken.

<u>ADJOURN</u>
With no further action Mayor Rydell declared the meeting adjourned at 8:46p.m.

____
Brandt Rydell, Mayor

ATTEST:

____
Dianna Barker, City Clerk

City of Taylor
Special Called City Council Meeting
Taylor City Library, 801 Vance Street
April 1, 2019 at 10:15 a.m.

Mayor Brandt Rydell declared a quorum and called the meeting to order at 10:15 a.m. with the following present:

Council Member Dwayne Ariola
Council Member Robert Garcia
Council Member Mitch Drummond
Mayor Pro Tem Christine Lopez

Dianna Barker, City Clerk
Scott Riley, Affion

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

Mayor Rydell read the executive session item and adjourned into executive session at 10:16 a.m.

Executive Session. The Taylor City Council will conduct a closed executive session under 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officers or employees.

a. City Manager position

The City Council reconvened into regular session at 3:43 p.m.

No action taken.

ADJOURN
With no further action Mayor Rydell declared the meeting adjourned at 3:43 p.m.

____
Brandt Rydell, Mayor

ATTEST:

____
Dianna Barker, City Clerk

City of Taylor
Special Called City Council Meeting
Taylor City Library, 801 Vance Street
April 2, 2019 at 8:45 a.m.

Mayor Brandt Rydell declared a quorum and called the meeting to order at 8:47a.m. with the following present:

Council Member Dwayne Ariola
Council Member Robert Garcia
Council Member Mitch Drummond
Mayor Pro Tem Christine Lopez

Dianna Barker, City Clerk
Scott Riley, Affion

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

Mayor Rydell read the executive session item and adjourned into executive session at 8:58 a.m.

Executive Session. The Taylor City Council will conduct a closed executive session under 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officers or employees.

a. City Manager position

The City Council reconvened into regular session at 3:00 p.m.

No action was taken.

ADJOURN
With no further action Mayor Rydell declared the meeting adjourned at 3:00 p.m.

____
Brandt Rydell, Mayor

ATTEST:

____
Dianna Barker, City Clerk

City Council Meeting
April 11, 2019
Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 3

Agenda Title: **Consider Ordinance 2019-11 to rezone approximately 0.0991 acres, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas, from Light Industrial (M-1) to Mixed Use District – Downtown Neighborhood (DN).**

Council Action to be taken: Consider Ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Development Services Director

1. PURPOSE/DESCRIPTION

The proposal is to rezone approximately 0.0991 acres, more or less, more particularly described by Williamson Central Appraisal District Parcel R105207; legally described as approximately the east 40 feet of Lots 6 and 7, Block 47, City of Taylor, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas, from Light Industrial (M-1) to Mixed Use District – Downtown Neighborhood (DN).

2. STAFF ANALYSIS (How and Why)

The applicant is proposing to rezone the subject property. The purpose of the rezoning is to become a conforming land use. The subject property is and has been a single-family residence. At this time, the residence is occupied. The subject property is zoned M-1, which does not permit residential land uses. To be compliant with the Zoning Ordinance rather than a non-conforming land use it would be necessary to rezone the subject property to a zoning district designation that permits residential land uses by right. The property owner is requesting a change to the DN Zoning District, which permits residential land uses. To consider the request it's necessary to refer to the Comprehensive Plan and Future Land Use Plan map (FLUP). As a component of the Comprehensive Plan, the FLUP provides the logic behind decisions about land use with regard to regulation i.e., zoning. This request to rezone the subject property to DN is consistent with the FLUP as the designation for the subject property is Downtown Neighborhood.

3. RECOMMENDATION

Approve Ordinance 2019-11.

The Planning and Zoning Commission held a public hearing and made a recommendation on this re-zoning at their March 12, 2019 meeting. Their recommendation will be available at the Council meeting.

4. FUNDING SOURCE

N/A

5. TIMELINE

Public Hearing was held and ordinance introduced at the March 28, 2019 meeting.

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)

Council could deny or table the request.

8. ATTACHMENTS

3a Ordinance 2019-11
3b Deed
3c Staff Report
3d Zoning Map
3e Future Land Use Plan Map
3f Presentation

ORDINANCE NO. 2019-11

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 0.0991 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R105207; LEGALLY DESCRIBED AS APPROXIMATELY THE EAST 40 FEET OF LOTS 6 AND 7, BLOCK 47, CITY OF TAYLOR, ADDRESSED AS 404 EAST 3RD STREET, TAYLOR, WILLIAMSON COUNTY, TEXAS, FROM LIGHT INDUSTRIAL (M-1) TO MIXED USE DISTRICT – DOWNTOWN NEIGHBORHOOD (DN)); 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 March 28, 2019, to consider the request made by Johan Borge, which 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 Light Industrial Zoning District (M-1) to Downtown Neighborhood (DN); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on March 12, 2019, to consider the zoning request, and recommended 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 Property is changed from Light Industrial Zoning District (M-1) to Downtown Neighborhood Zoning District (DN).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from to Downtown Neighborhood Zoning District (DN).

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 2019-11 was introduced before the Taylor City Council on March 28, 2019.

PASSED, APPROVED, and ADOPTED on the __11__ day of __April__, 2019.

____
Brandt Rydell, Mayor

ATTEST:

____
Dianna Barker, City Clerk

APPROVED AS TO FORM:

____
Ted W. Hejl,
City Attorney

EXHIBIT A

Legal Description

Exhibit "A"

GF# 1010181-RRK **PID No. R015207**

Notice of Confidentiality rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

GENERAL WARRANTY DEED

DATE:	July 6, 2010
GRANTOR:	David Jones and wife, Linda J. Jones
GRANTOR'S MAILING ADDRESS:	51 County Road 417, Taylor, Williamson County, Texas 76574
GRANTEE:	Acquisition Properties Investment, LLC, a Texas limited liability company
GRANTEE'S MAILING ADDRESS:	5715 Lomita Verde Circle, Austin, Travis County, Texas 78749

CONSIDERATION:

$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and for the payment of which no lien, either express or implied, is herein retained.

PROPERTY (including improvements):

The Eastern forty feet (40') of Lots 6 and 7, Block 47, TOWN OF TAYLOR, according to the map or plat thereof, recorded in Cabinet A, Slide 186, Plat Records, Williamson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments and easements, if any, affecting the above-described property that are valid, existing and properly of record, and subject further to taxes for the year 2010 and subsequent years.

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

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

David L. Jones
David Jones

Linda J. Jones
Linda J. Jones

Acknowledgement

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me this 9 day of July, 2010, by David Jones and wife, Linda J. Jones.

NOTARY PUBLIC STATE OF TEXAS
EMILY J. MORRIS
Notary Public, State of Texas
My Commission Expires
AUGUST 14, 2010

Emily J. Morris
Notary Public, State of

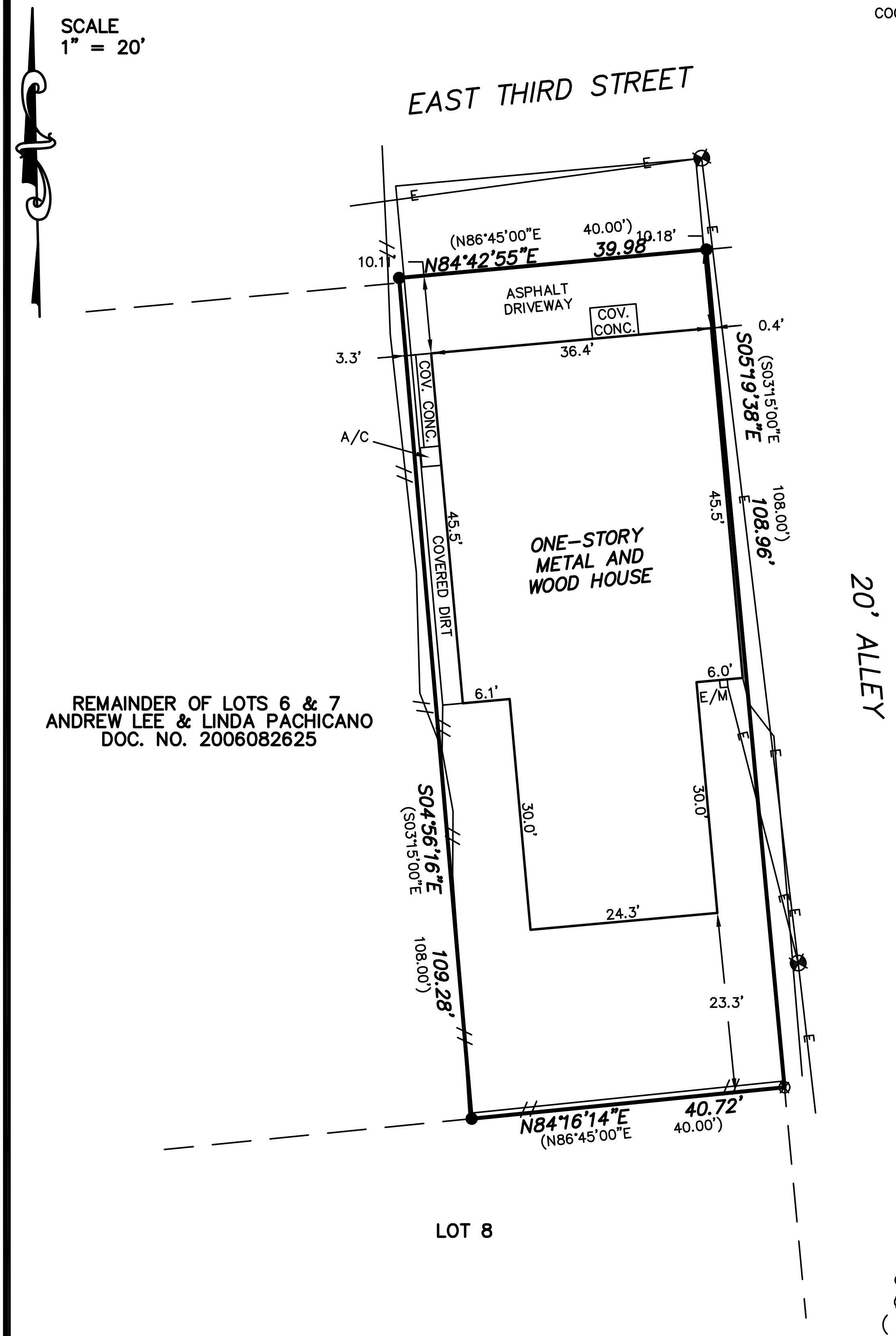
After recording, return to:
Independence Title
101 E. Settlers Blvd., Ste. 110
Round Rock, TX 78664
GF# 1010181-RRK
Attention: Gina Whitsel

CELCO SURVEYING
REG. # 10193975
TEL: 830-214-5109
FAX: 866-571-8323

SURVEY PLAT

2205 STONECREST PATH
NEW BRAUNFELS, TEXAS 78130
eddie@celcosurveying.com

COORINATE SYSTEM, NAD 83, CENTRAL ZONE.



LEGEND

- ● = IRON ROD FOUND
- ⊗ = PK NAIL FOUND
- ( ) = RECORD PER PLAT
- –//– = WOOD FENCE
- PUE = PUBLIC UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- BL = BUILDING LINE
- W/M = WATER METER
- A/C = AIR CONDITIONER
- G/M = GAS METER
- E/M = ELECTRIC METER
- = POWER POLE
- = GUY WIRE ANCHOR

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND A TITLE EXAMINATION WAS NOT REQUESTED NOR WAS ONE PERFORMED.

ADDRESS: 404 EAST THIRD STREET, TAYLOR, TEXAS

LEGAL DESCRIPTION: THE EASTERN FORTY (40') FEET OF LOTS 6 AND 7, BLOCK 47, TOWN OF TAYLOR, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET A, SLIDE 186, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

CERTIFICATION

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

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

BUYER: N/A
TITLE CO: N/A
G.F.#: N/A
LENDER: N/A

PLAN No.: 2018-2290
SURVEY DATE: DECEMBER 19, 2018

GEORGE E. LUCAS R.P.L.S. 4160

City of Taylor
Located at 404 East 3rd Street
Zoning Map Amendment
Staff Report

Requested Action: Zoning Map Amendment to the official zoning map to re-zone approximately 0.0991 acres from Light Industrial (M-1) to Mixed Use District – Downtown Neighborhood (DN).

Applicant: Johan Borge

Subject Property: Is approximately 0.0991 acres, more or less, more particularly described by Williamson Central Appraisal District Parcel R105207; approximately the east 40 feet of Lots 6 and 7, Block 47, City of Taylor Subdivision, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas.

Parcel Information
Current Zoning: Light Industrial (M-1)
Current Use: Single-Family Residential
Proposed Zoning: Downtown Neighborhood (DN)
Future Land Use Plan: Downtown Neighborhood

Adjacent Parcel Information

Direction	Land Use	Zoning
North	Single-Family	B-1
South	Vacant	M-1
East	Single-Family	M-1
West	Automotive Repair	M-1

Purpose:
The applicant is proposing to rezone the subject property. The purpose of the rezoning is to become a conforming land use. The subject property is and has been a single-family residence. At this time, the residence is occupied. The subject property is zoned M-1, which does not permit residential land uses. To be compliant with the Zoning Ordinance rather than a non-conforming land use it would be necessary to rezone the subject property to a zoning district designation that permits residential land uses by right. The property owner is requesting a change to the DN Zoning District, which permits residential land uses. To consider the request it's necessary to refer to our guiding documents e.g., Future Land Use Plan map (FLUP). This request to rezone the subject property to DN is consistent with the FLUP as the designation for the subject property is Downtown Neighborhood.

Staff Analysis:

As City Staff we are charged with using the Comprehensive Plan as a guide to make recommendations to the Planning and Zoning Commission on proposed re-zoning requests.

As City Staff we are charged with using the Comprehensive Plan as a guide to make recommendations to the Planning and Zoning Commission on proposed re-zoning requests.

The Comprehensive Plan includes a Future Land Use Plan map. The map is a graphic representation of the vision of the City of Taylor. As a guiding document the FLUP provides the logic behind decisions about land use with regard to regulation i.e., zoning. Additionally, it helps everyone visualize the desired future land development pattern in the community. The Future Land Use Plan map identifies the subject property as an area designated as Downtown Neighborhood. The request to rezone the subject property is consistent the Future Land Use Plan map. Also, the Comprehensive Plan, includes land use narratives for the different designations on the map. The Downtown Neighborhood land use narrative is as follows:

> *Downtown Neighborhood encompasses the areas in the central part of the City. These areas have a variety of housing styles and conditions that need to be retained, preserved and rehabilitated. Small neighborhood businesses should be encouraged. Both single and multi-family uses should be permitted, but one should not have a negative impact on the other. New infill housing should be encouraged and the City should continue to support the expanded areas with reduced permit fees and code considerations.*

The narrative is consistent with the following excerpt from the Comprehensive Plan:

> ***Objective L4:*** *Preserve and enhance Downtown and Downtown Neighborhoods character and economic investment.*

In addition to the Land Use Objectives, the Comprehensive Plan includes general Planning Principles and Policy Guides. See below:

- *Neighboring land uses should not detract from the enjoyment or value of properties.*
- *Potential negative land use impacts (noise, odor, pollution, excessive light, traffic, etc.) should be considered and minimized.*
- *Transportation access and circulation should be provided for uses that generate large numbers of trips. Pedestrian and bicycle access should be addressed where appropriate.*
- *Compatibility with existing uses should be maintained. Well-planned, mixed uses that are compatible are to be encouraged.*
- *Adequate public infrastructure and facilities should be provided to support development, thereby encouraging prudent growth management.*

- *Industrial development should have direct access to truck routes, hazardous material routes and railroads.*
- *Industrial uses should be targeted in selected industrial development areas.*
- *Industrial development should have good access to primary streets and major highways.*
- *Industrial development should be separated from other uses by buffers.*
- *Industrial development should not be directly adjacent to residential areas.*
- *Landscaping should be included in all industrial development for screening as well as to provide visual continuity and compatibility with adjacent uses.*

In addition to the creation of the Downtown Neighborhood designation on the FLUP map, the Land Use Objective and the narrative above, the Comprehensive Plan incorporated ***Action L4.1:*** *Amend appropriate codes to allow more mixed-use, live/work development opportunities in Downtown and Downtown Neighborhoods.* This action was taken by adding Downtown Neighborhood Zoning District to our current Zoning Ordinance. The purpose of the DN zoning District is as follows:

2.11[.4] Mixed Use District—Downtown Neighborhood

2.11[.4].1 Purpose

The Downtown Neighborhood District (DN) provides mixed-use areas near the downtown to allow for both residential and commercial uses, while maintaining the historic and neighborhood character, encouraging infill and development flexibility and discouraging incompatible uses. The DN District is a District within those areas designated as Downtown Neighborhood on the Future Land Use Map. A request for rezoning to DN must occur from the property owner within the DN area for any DN uses.

The overarching principle for this Section shall be the preservation of the ability of single-family residences to continue to exist and flourish in the District, the limitation of automobile traffic and encouragement of pedestrian activity, and the preservation and strengthening of Taylor's traditional family-oriented neighborhood structure.

The DN Zoning District is the codification of the land use narrative above. With the code it's possible to further and promote the City's objectives and goals. To further encourage development in the Downtown area the Neighborhood Empowerment Zone (NEZ) was created. It provides fiscal incentives to property owners who are developing and redeveloping in the established area.

The subject property is one of several single-family residences that are adjacent to or within close proximity to other land uses. The area has a mix of land uses that the Comprehensive Plan and the DN Zoning District encourage and permit. At this time, the land use is nonconforming with the existing zoning district designation; however, if the zoning change to DN were approved the existing land use of single-family residential would be conforming.

Staff Recommendation

Staff recommends approval of the request to re-zone the subject Property to the DN Zoning District. The request is consistent with the Comprehensive Plan. Further, this redevelopment is consistent with the desire to support and manage growth, whether it's new development, redevelopment or the continued use of existing facilities, especially where there are adequate public facilities in order to capitalize upon existing resources. As noted above one of the ways the City encourages infill development is with the NEZ which gives significant discounts on building permit applications, for property owners.

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:

- **Is the re-zoning consistent with the Comprehensive Plan?**

The staff analysis indicates that this request for re-zoning is consistent with the Comprehensive Plan. As noted in the analysis, the request is consistent with the FLUP; the Downtown Neighborhood land use narrative and the ***Objective L4:*** *Preserve and enhance Downtown and Downtown Neighborhoods character and economic investment.* In addition, the desire to support infill development was codified in the Zoning Ordinance as mentioned previously. Creating the DN Zoning District completes ***Action L4.1:*** *Amend appropriate codes to allow more mixed-use, live/work development opportunities Downtown and Downtown Neighborhoods.*

- **Is the re-zoning compatible with the surrounding area?**

The staff analysis indicates the proposed re-zoning is compatible with surrounding land uses. The subject property is a single-family residential land use as are the existing land uses to the north and east. To the south, the land is vacant at this time. To the west, the property is being used for automotive repair. The properties in the area are mixed as is consistent with the requested zoning of DN.

- **Does the re-zoning promote the public health, safety, or general welfare?**

The purpose of the Comprehensive Plan and the City's development ordinances is to promote the health, safety and general welfare by promoting safe, orderly and economically sustainable development. According to the staff analysis, the purposes of the Planning Principles and Policy Guide of the Comprehensive Plan will be met as the proposed development will comply with all ordinances ensuring that concerns with regard to public health, safety and general welfare are addressed.

- **Is adequate infrastructure available or planned to meet the needs of the proposed land use?**

The staff analysis indicates that the single-family home is in use and has utilities. There is adequate infrastructure for the continued use of the single-family residence.

- **Do current conditions indicate that a re-zoning is necessary?**

At this time, the subject property is zoned M-1. Residential land uses are not permitted in the industrial districts. As the current land use is residential, the subject property is nonconforming. As a nonconforming land use the continuation of the land use is permitted; however, the land use cannot be expanded. Further, if the residence were destroyed, as a nonconforming use the residence could not be rebuilt. To protect his investment the owner would like to re-zone to the DN Zoning District which permits residential land uses by-right. If the subject property is re-zoned then his land use would be conforming. With the conforming status the land use could be expanded. Also, if the residence were damaged, the residence could be rebuilt with the appropriate permits.

Attachments:

1. Proposed Ordinance 2019-11
2. Zoning Map
3. Future Land Use Plan Map

Rezoning from M-1 to DN
404 East 3rd Street
Approximately 0.0991

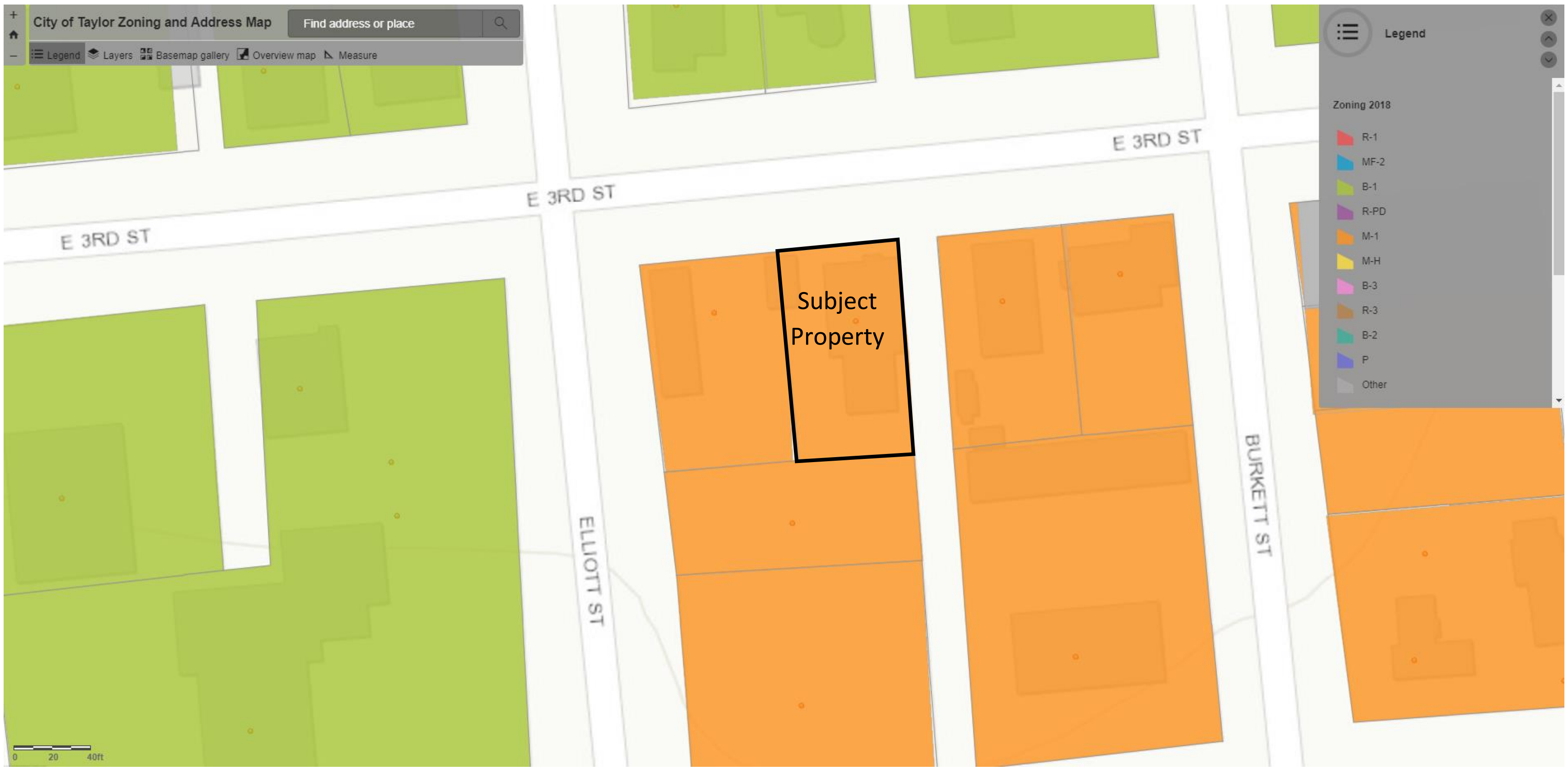


Exhibit "C"

Future Land Use Plan Map
Downtown Neighborhood Land Uses

Exhibit "D"

City of Taylor
City Council
April 11, 2019

PZ-2019-1125
Ordinance 2019-11

0.0991 acres, more or less, more particularly described by Williamson Central Appraisal District Parcel R105207; legally described as approximately the east 40 feet of Lots 6 and 7, Block 47, City of Taylor, addressed as 404 East 3rd Street, Taylor, Williamson County, Texas.

Rezoning

FROM: Light Industrial Zoning District (M-1)

TO: Downtown Neighborhood (DN)

Subject Property

Rezoning from M-1 to DN
404 East 3rd Street
Approximately 0.0991

Future Land Use Map

Future Land Use Plan Map
Downtown Neighborhood Land Uses

Analysis

- **The re-zoning is consistent with Future land Use map**
- **DN zoning is compatible with the surrounding land uses**
- **NEZ Development = Infill development**

Recommendation

Planning and Zoning Commission recommends approval of the re-zoning.

City Council Meeting
April 11, 2019
Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 4

Agenda Title: **Consider introducing Ordinance 2019-17 replacing Ordinance 2014-20, adopting a Drought Contingency Plan in accordance with TCEQ Rules.**

Council Action to be taken: Introduce Ordinance

Department Submitted: **Public Works**

Staff Contact: Jim Gray, Director

1. PURPOSE/DESCRIPTION

This item is to introduce Ordinance 2019-17, adopting the renewed 2019 Drought Contingency Plan

2. STAFF ANALYSIS (How and Why)

TCEQ requires a Drought Contingency Plan to be accepted and in place for the City of Taylor to comply with state regulatory agencies regarding drought and emergency planning. This determination is made through reviewing the applicant's Drought Contingency Plan. The City of Taylor follows the Brazos River Authority Drought Contingency Plan by contract. BRA has provided the updated plan for the City at this time.

3. RECOMMENDATION

Staff respectfully requests that this Plan be accepted and the Ordinance approved.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

Ordinance 2014-20 adopting a Drought Contingency Plan was adopted in 2014.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

4a Draft Ordinance 2019-17
4b Drought Contingency Plan

ORDINANCE NO. 2019-17

DROUGHT CONTINGENCY PLAN

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, REGULATING THE USE AND DISTRIBUTION OF WATER SUPPLY RESOURCES IN RESPONSE TO DROUGHT AND EMERGENCY SHORTAGE CONDITIONS; ADDRESSING RETAIL AND WHOLESALE CUSTOMERS; PRESCRIBING COORDINATION WITH REGIONAL WATER PLANNING GROUPS; PROVIDING DEFINITIONS; PRESCRIBING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES, INCLUDING SUPPLY REDUCTIONS, PRODUCTION/DISTRIBUTION SYSTEM LIMITATIONS, SUPPLY SOURCE CONTAMINATION, AND SYSTEM OUTAGE; PRESCRIBING NOTIFICATION PROCEDURES; PRESCRIBING SUPPLY/DEMAND MANAGEMENT RESPONSE MEASURES IMPLEMENTED DURING EACH STAGE TO INCLUDE CURTAILMENT OF NON-ESSENTIAL WATER USES; PRESCRIBING FOR ALTERNATIVE WATER SOURCES IN RESPONSE TO EMERGENCY SHORTAGE CONDITIONS; PRESCRIBING ALLOCATION PROCEDURES INCLUDING PRO RATA CURTAILMENT; CONTAINING ENFORCEMENT PROVISIONS; PRESCRIBING CRITERIA FOR THE GRANTING OF VARIANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, it is deemed necessary to meet, and be in full compliance with, state regulatory agency(s) requirements regarding drought and emergency contingency planning; and

WHEREAS, it is deemed in the best interest of the City of Taylor for the health, safety, and welfare of its citizens and wholesale customers that an ordinance be established to regulate the use and distribution of water supply resources; and

WHEREAS, TCEQ requires a Drought Contingency Plan be adopted for the City of Taylor to comply with state regulatory agencies regarding drought and emergency planning, and said plan be reviewed, updated and readopted every five years as needed; and

WHEREAS, the City of Taylor follows the Brazos River Authority Drought Contingency Plan; and

WHEREAS, this Ordinance shall be known and cited as the "Drought Contingency Plan" for the City of Taylor, Texas. The provisions of this ordinance shall apply to all customers of the City of Taylor, both retail and wholesale.

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

Section 1.0 Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Taylor hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 9 of this Plan.

Section 2.0 Public Involvement

Provisions were made by the City of Taylor to inform the public.

Section 3.0 Public and Wholesale Water Customer Education

The City of Taylor will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, utility bill inserts, general mailings, City of Taylor web-site, etc.

The City of Taylor will periodically provide wholesale water customers with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. A copy of this Plan will be provided to each wholesale customer and periodic updates will be provided.

Section 4.0 Coordination with Regional Water Planning Groups

Located within the Brazos River Region Planning Area (Region G), the City of Taylor will provide a copy of this Plan to the Brazos Regional Planning Group.

Section 5.0 Authorization

The City Manager, Director of Public Works, or his/her designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, Director of Public Works, or his/her designee, shall have the authority to initiate the City's Drought Contingency Plan set by the BRA Drought Triggers,

Section 6.0 Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Taylor. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section 7.0 Definitions

For the purposes of this Plan**,** the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Taylor.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

1) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;

2) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

3) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

4) use of water to wash down buildings or structures for purposes other than immediate fire protection;

5) flushing gutters or permitting water to run or accumulate in any gutter or street;

6) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

7) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

8) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

9) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section 8.0 Criteria for Initiation and Termination of Drought Response Stages

The City Manager, Director of Public Works, or his/her designee shall monitor water supply and/or demand conditions on a daily basis. The City shall comply with the BRA triggers as they are reached. The triggering criteria described below are based on a statistical analysis of the vulnerability of the water system relative to the system's production/distribution capacity limitations.

Stage 1 Triggers – Drought Watch Water Condition

Requirements for initiation - Customers will be requested to voluntarily comply with the requirements and restrictions on certain non-essential water uses for Stage 1 of this Plan when the average daily water consumption reaches seventy (70%) percent of production/distribution capacity for a period of three (3) consecutive days.

All stages shall be rescinded when the City is notified by the BRA.

Stage 2 Triggers -- MODERATE Drought Warning Condition

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided on page 8 of this Plan when the average daily water consumption reaches eighty (80) percent of production/distribution capacity for a period of three (3) consecutive days.

Requirements for termination **-** Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist and the BRA notifies the City.

Stage 3 Triggers – SEVERE Drought Emergency Conditions

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this plan when the average daily water consumption reaches ninety (90%) percent of production/distribution capacity for three (3) consecutive days.

Requirements for termination - Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist until the City is notified by the BRA.

Stage 4 Triggers - CRITICAL Water Shortage Conditions

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions for Stage 4 of this Plan when the City Manager, Director of Public Works, or his/her designee, determines that a water supply emergency exists based on notification by the BRA:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service.

2. Natural or man-made contamination of the water supply source(s),

3. There is detection of water systems failure from acts of God (tornadoes, hurricanes, etc.) ,or man,

4. System demand exceeds available high service pump capacity, or

5. Any situation or circumstance in which the City Manager, Director of Public Works, or his/her designee determines an emergency to exist.

Requirements for termination **-** Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events and the City has been notified by the BRA.

Stage 5 Triggers -- WATER ALLOCATION

Requirements for initiation - Customers shall be required to comply with the water allocation plan prescribed in page 11 of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when the average daily water consumption reaches ninety-five (95%) percent of production/distribution capacity for a period of three (3) consecutive days.

Requirements for termination **-** Water allocation may be rescinded when all of the conditions listed as triggering events and the City has been notified by the BRA.

Section 9.0 Drought Response Stages

The City Manager, Director of Public Works, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

9.1 Notification

Notification of the Public - The City Manager, Director of Public Works, or his/ her designee shall notify the public by one or more means of:

- publication in a newspaper of general circulation,
- direct mailings to customers and concerned parties,
- public service announcements,
- signs posted in public places, and/or
- City of Taylor web-site,
- etc.

Additional Notification - The City Manager, Director of Public Works, or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- Mayor and Council members,
- Fire and Police Chiefs,
- Utility, Streets, and Parks Superintendents,
- County Judge and Commissioners,
- City and County Emergency Management Coordinators,
- Major and Critical water users, and/or
- Texas Natural Resource Conservation Commission, when required,
- etc.

The City of Taylor shall notify the executive director of the Texas Natural Resource Conservation Commission within five (5) business days of the implementation of any mandatory provisions of the Drought Contingency Plan.

Stage 1 Response -- MILD Water Shortage Conditions

Goal - Achieve a voluntary five (5) percent reduction in average daily water use.

Supply Management Measures - The city will reduce or discontinue flushing of water mains and will reduce or discontinue irrigation of public landscaped lands. The city will comply with the voluntary water use restrictions for Stage 1 when Stage 1 is implemented.

Voluntary Water Use Restrictions:

1. Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of 12:00 midnight and 10:00 a.m. and 8:00 p.m. to 12:00 midnight on designated watering days.

2. All operations of the City of Taylor shall adhere to water use restrictions prescribed for Stage 1 of the Plan.

3. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response -- MODERATE Water Shortage Conditions

Goal - Achieve a 10 percent reduction in average daily water use.

Supply Management Measures - The city will reduce or discontinue flushing of water mains and reduce or discontinue irrigation of public landscaped areas. The city will comply with the water use restrictions for Stage 2 when Stage 2 is implemented.

Water Use Restrictions - Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.

4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

5. Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water

from designated fire hydrants for construction purposes may be allowed under special permit from the City of Taylor.

6. (Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City of Taylor, the facility shall not be subject to these regulations.

7. All restaurants are prohibited from serving water to patrons except upon request of the patron.

8. The following uses of water are defined as non-essential and are prohibited:

   a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
   b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
   c. use of water for dust control;
   d. flushing gutters or permitting water to run or accumulate in any gutter or street; and
   e. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

1. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

2. The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Taylor.

3. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 3 Response -- SEVERE Drought Emergency Condition

<u>Goal</u> - Achieve a 20 percent reduction in average daily water use.

<u>Supply Management Measures</u> - The city will reduce or discontinue flushing of water mains and reduce or discontinue irrigation of public landscaped areas. The city will comply with the water use restrictions for Stage 3 when Stage 3 is implemented.

<u>Water Use Restrictions</u> - All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

1. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m.

3. The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.

4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

5. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

Stage 4 Response -- CRITICAL Water Shortage Conditions

Goal - Achieve a seventy-five (75%) percent reduction in average daily water use.

Supply Management Measures - The City, if deemed necessary by the City Manager, Director of Public Works, or his/her designee, may utilize an alternative water source(s) to include, but not to be limited to:

1. The purchase, delivery, and distribution of bottled waters,

2. The use and delivery/distribution of waters from City wells.

The city will reduce or discontinue flushing of water mains and reduce or discontinue irrigation of public landscaped areas. The city will comply with the water use restrictions of Stage 5 when Stage 4 is implemented.

Water Use Restrictions - All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 4 except:

1. Irrigation of landscaped areas is absolutely prohibited.

2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

Stage 5 Response -- WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the City Manager, Director of Public Works, or his/her designee is hereby authorized to allocate water according to the following water allocation plan:

9.2 Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000`
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

"Household" means the residential premises served by the customer's meter.

"Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Taylor of a greater number of persons per household on a form prescribed by the City Manager, Director of Public Works, or his/her designee. The City Manager, Director of Public Works, or his/her designee shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Taylor offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager, Director of Public Works, or his/her designee.

When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Taylor on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of Taylor in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Manager, Director of Public Works, or his/her designee shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Taylor of a reduction in the number of person in a household shall be fined not less than fifty ($50.00) dollars.

Residential water customers shall pay the following surcharges:

- $25.00 for the first 1,000 gallons over allocation.
- $50.00 for the second 1,000 gallons over allocation.
- $75.00 for the third 1,000 gallons over allocation.
- $100.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

9.3 Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the City of Taylor of a greater number on a form prescribed by the City Manager, Director of Public Works, or his/her designee. The City Manager, Director of Public Works, or his/her designee shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Taylor offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Manager, Director of Public Works, or his/her designee. If the number of dwelling units served by a master meter is reduced, the customer shall notify the City of Taylor in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager, Director of Public Works, or his/her designee shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Taylor of a reduction in the number of person in a household shall be fined not less than five hundred ($500.00) dollars. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

- $25.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

- $50.00, thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

- $75.00, thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

- $100.00, thereafter, for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

9.4 Commercial Customers

A monthly water allocation shall be established by the City Manager, Director of Public Works, or his/her designee, for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately seventy-five (75%) percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than twelve (12) months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, seventy-five (75%) percent of whose monthly usage is less than six (6,000) thousand gallons, shall be allocated six (6,000) thousand gallons.

The City Manager, Director of Public Works, or his/her designee shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of Taylor to determine the allocation. Upon request of the customer or at the initiative of the City Manager, Director of Public Works, or his/her designee, the allocation may be reduced or increased if,

(1) the designated period does not accurately reflect the customer's normal water usage,

(2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or

(3) Other objective evidence demonstrates that the designated allocation is inaccurate under present conditions.

A customer may appeal an allocation established hereunder to the City Manager, Director of Public Works, or his/her designee, or to any special water allocation review committee that may have been established. Nonresidential commercial customers shall pay the following surcharges:

Customers whose allocation is zero (0) gallons through ten (10,000) thousand gallons per month:

- Fifty dollars ($50.00) per thousand gallons for the first one (1,000) thousand gallons over allocation.

- Seventy-five dollars ($75.00) per thousand gallons for the second one (1,000) thousand gallons over allocation.

- One hundred dollars ($100.00) per thousand gallons for the third one (1,000) thousand gallons over allocation.

- One hundred twenty-five dollars ($125.00) per thousand gallons for each additional one (1,000) thousand gallons over allocation.

Customers whose allocation is ten thousand one (10,001) gallons per month or more:

- Seventy-five dollars ($75.00) per one (1,000) thousand gallons in excess of the allocation up through five (5%) percent above allocation.

- One hundred fifty dollars ($150.00) per one (1,000) thousand gallons from five (5%) percent through ten (10%) percent above allocation.

- Two hundred twenty-five dollars ($225.00) per one (1,000) thousand gallons from ten (10%) percent through fifteen (15%) percent above allocation.

- Three hundred dollars ($300.00) per one (1,000) thousand gallons more than fifteen (15%) percent above allocation.

The surcharges shall be cumulative.

9.5 Industrial Customers

A monthly water allocation shall be established by the City Manager, Director of Public Works, or his/her designee, for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately ninety (90%) percent of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to eighty (80%) percent of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the twelve (12) month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer's billing history is shorter than twelve (12) months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The City Manager, Director of Public Works, or his/her designee, shall give his/her best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of Taylor to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the City Manager, Director of Public Works, or his/her designee, the allocation may be reduced or increased,

(1) if the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period,

(2) the customer has added or is in the process of adding significant additional processing capacity,

(3) the customer has shutdown or significantly reduced the production of a major processing unit,

(4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited,

(5) the customer agrees to transfer part of its allocation to another industrial customer, or

(6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions.

A customer may appeal an allocation established hereunder to the City Manager, Director of Public Works, or his/her designee, or to any special water allocation review committee that may have been established. Industrial customers shall pay the following surcharges:

Customers whose allocation is zero (0) gallons through twenty thousand (20,000) gallons per month:

- Fifty dollars ($50.00) per thousand gallons for the first one (1,000) thousand gallons over allocation.

- Seventy-five dollars ($75.00) per thousand gallons for the second one (1,000) thousand gallons over allocation.

- One hundred dollars ($100.00) per thousand gallons for the third one (1,000) thousand gallons over allocation.

- One hundred twenty-five dollars ($125.00) per thousand gallons for each additional one (1,000) thousand gallons over allocation.

Customers whose allocation is twenty thousand one (20,001) gallons per month or more:

- Seventy-five dollars ($75.00) per one (1,000) thousand gallons in excess of the allocation up through five (5%) percent above allocation.

- One hundred fifty dollars ($150.00) per one (1,000) thousand gallons from five (5%) percent through ten (10%) percent above allocation.

- Two hundred twenty-five dollars ($225.00) per one (1,000) gallons from ten (10%) percent through fifteen (15) percent above allocation.

- Three hundred dollars ($300.00) per one (1,000) thousand gallons more than fifteen (15%) percent above allocation

The surcharges shall be cumulative.

9.6 Wholesale Customers

All new, renewed, or extended wholesale supply contracts entered into after official adoption of this plan, including contract extensions, shall include a provision that in case of a shortage of water resulting from a drought, or shortage due to any emergency condition, the water to be distributed shall be divided on a pro rata curtailment basis in accordance with Texas Water Code §11.039.

Section 10.0 Pro Rata Water Allocation

In the event that the triggering criteria specified in Section VIII of the Plan for Stage 6-Water Allocation conditions have been met, the City Manager, Director of Public Works, or his/her designee is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code Section 11.039 and according to the following water allocation policies procedures:

(1) A wholesale customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by resolution of the City Council based on the City Manager's, Director of Public Work's, or his/her designee's assessment of the severity of the water shortage condition and the need to curtail water diversions and/or deliveries and may be adjusted periodically by resolution of the City Council as conditions warrant. Once pro rata allocation is in effect, water diversions by or deliveries to each wholesale customer shall be limited to the allocation established for each month.

(2) A monthly water usage allocation shall be established by the City Manager, Director of Public Works, or his/her designee, for each wholesale customer. The wholesale customer's water usage baseline will be computed on the average water usage by the month for the 1996-2000 period. If the wholesale water customer's billing history is less than five (5) years, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists.

(3) The City Manager, Director of Public Works, or his/her designee shall provide notice, by certified mail, to each wholesale customer informing them of their monthly water usage allocations and shall notify the news media and the executive director of the Texas Natural Resource Conservation Commission upon initiation of pro rata water allocation.

(4) Upon request of the customer or at the initiative of the City Manager, Director of Public Works, or his/her designee, the allocation may be reduced or increased if, (a) the designated period does not accurately reflect the wholesale customer's normal water usage; (b) the customer agrees to transfer part of its allocation to another wholesale customer; or (c) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Council of the City of Taylor.

Section 11.0 Enforcement

No person shall knowingly or intentionally allow the use of water from the City of Taylor for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City Manager, Director of Public Works, or his/her designee, in accordance with provisions of this Plan.

Any person who violates this Plan is guilty of a Class C misdemeanor and, upon conviction shall be punished by a fine of not less than one dollar ($1.00) and not more than five-hundred dollars ($500.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager, Director of Public Works, or his/her designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established twenty-five dollars ($25.00), and any other costs incurred by the City of Taylor in discontinuing service. In addition, suitable assurance must be given to the City Manager, Director of Public Works, or his/her designee that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

Any person, including a person classified as a water customer of the City of Taylor, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

Any employee of the City of Taylor, police officer, or other City of Taylor employee designated by the City Manager, Director of Public Works or his/her designee, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the City of Taylor municipal court on the date shown on the citation for which the date shall not be less than three (3) days nor more than five (5) days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over fourteen (14) years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in City of Taylor municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in City of Taylor municipal court a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in the City of Taylor municipal court before all other cases.

Section 12.0 Variances

The City Manager, Director of Public Works, or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

(1) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

(2) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Taylor within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, Director of Public Works, or his/her designee, and shall include the following:

1) Name and address of the petitioner(s).

2) Purpose of water use.

3) Specific provision(s) of the Plan from which the petitioner is requesting relief.

4) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
5) Description of the relief requested.

6) Period of time for which the variance is sought.

7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

8) Other pertinent information.

Variances granted by the City of Taylor shall be subject to the following conditions, unless waived or modified by the City Manager, Director of Public Works, or his/her designee:

1) Variances granted shall include a timetable for compliance.

2) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section 13.0 Severability Clause

If any provision, word, sentence, paragraph, clause, phrase, or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this Ordinance which shall remain in full force and effect.

Section 14.0 Repealing Clause

All provisions 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 15.0 Publication

The City Clerk is hereby authorized and directed to publish the caption of this Ordinance in the manner and for the length of time prescribed by law.

Section 16.0 Introduction

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council on the 11th day of Aril, 2019.

PASSED, APPROVED and ADOPTED on the ____ day of______________, 2019.

____
Brandt Rydell, Mayor
City of Taylor, Texas

ATTEST:

____
Dianna Barker, City Clerk

Brazos River
Authority

Drought Contingency Plan

XXXX XX, 2019

Prepared by:
Brazos River Authority
Waco, Texas

Drought Contingency Plan

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Brazos River Authority
Drought Contingency Plan
XXXX XX, 2019

1. Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and/or protect the integrity of the Brazos River Authority (BRA) water supply system, the BRA adopts this following Drought Contingency Plan (Plan).

The BRA water supply system includes 11 reservoirs: Lakes Possum Kingdom, Granbury, Limestone, Whitney, Belton, Proctor, Somerville, Stillhouse Hollow, Granger, Georgetown and Aquilla, the Williamson County Regional Raw Water Line (WCRRWL) connecting Lake Stillhouse Hollow to Lake Georgetown, and the East Williamson County Regional Water System (EWCRWS) - Public Water System Identification Number: 2460155.

The Plan is developed in conformance with the rules governing drought contingency plans for wholesale water providers set forth by the Texas Commission on Environmental Quality (TCEQ) in *Texas Administrative Code* Title 30, Part 1, Rule §288.22, *Drought Contingency Plans for Wholesale Water Suppliers*. Appendix A includes a copy of the TCEQ rules governing drought contingency plans for wholesale water providers. This Plan, dated XXXX XX, 2019, supersedes the previous plan dated October 29, 2012, and the BRA's EWCRWS Drought Contingency Plan dated April 18, 2011.

Any reference to statutes, rules and/or regulations in this Plan shall mean and be a reference to such statutes, rules and/or regulations as written on the effective date of this Plan or as they are subsequently amended, modified or restated from time to time. In the event any provision or part of this Plan is found to be inconsistent with applicable statutes, rules and/or regulations, that particular provision or part so found will be inoperative, and such statutes, rules and/or regulations shall control.

2. Provisions to Actively Inform the Public and Provide Opportunity for Input

The BRA has taken the following steps to actively inform the public and affirmatively provide opportunity for user input in the preparation of the Plan and to inform wholesale customers about the Plan:

- Placing a draft of the Plan on the BRA's Web site at www.brazos.org and inviting comments on the draft Plan. Discussing the Plan at the BRA customer meeting conducted in March 2019.
- Sending a letter to all wholesale water customers and Regional Water Planning Groups detailing updates to the draft Plan, directing them to where it could be found on the BRA's Web site, offering copies to those who did not wish to access the draft Plan on the Web site, and soliciting comments (Appendix B includes a copy of the letter sent to wholesale customers and Appendix C includes a copy of the letter sent to Regional Water Planning Groups).
- Providing written notice to the public concerning the draft Plan and inviting their comments (written notice is provided by posting with the Secretary of State's office and on the BRA official Web site).

3. Coordination with Regional Water Planning Groups

The BRA has statutory responsibility for conserving and developing the water resources of the Brazos River Basin in Texas and making them available for beneficial use. The Brazos River Basin covers approximately 47,000 square miles, with 44,440 in Texas (all or part of 70 counties) and slightly over 2,500 in New Mexico. The BRA's service area includes the Brazos River Basin in Texas. The BRA also supplies water outside of the Brazos River Basin to the San Jacinto-Brazos Coastal Basin and a small part of the Trinity Basin.

The BRA has directed each of the Regional Water Planning Groups located within its service area (Region B, Region C, Region F, Region G, Region H, Region K, and Region O) to the draft Plan located on the BRA official Web site. Appendix C includes an example of the letter sent to the Regional Water Planning Groups.

4. Information to be Monitored and Criteria for the Initiation and Termination of Drought Response Stages

The BRA's general manager/chief executive officer (GM/CEO) or designee shall monitor water supply and demand conditions. The triggering criteria described below are based on hydrologic analyses and reservoir operations experience, including lessons learned from the 2011 drought. Individual lake elevation triggers apply to Lakes Aquilla, Belton, Granger, Limestone, Proctor, and Somerville. For the Possum Kingdom Lake-Lake Granbury-Lake Whitney sub-system and the Lake Stillhouse Hollow-Lake Georgetown sub-system, drought stage trigger levels are based on their respective combined volumes. Additional triggers associated with the transfer of water from Lake Stillhouse Hollow to Lake Georgetown apply to Lake Georgetown.

Reservoir levels are continuously monitored by the BRA. The BRA, its customers, and other interested parties are all responsible for determining when lake levels approach important elevations associated with specific water supply intake structures. A table of critical elevations for customer water supply intake structures is contained in Appendix D.

The BRA also monitors the seasonal rainfall forecasts provided by the Texas Water Development Board (TWDB), and they are used as an information source for developing drought conditions. The forecasts are issued from January through the end of April and are located at the following website: https://waterdatafortexas.org/drought/rainfall-forecast.

Four levels of drought severity, as shown in Table 1, have been identified at which specific actions will be conducted. Each of the four levels includes recommendations for specific drought response actions that may be tailored to conditions as they exist at the time. Details on each of the four drought stages are also discussed. Elevation-Capacity Tables based on estimated 2030 sedimentation conditions are contained in Appendix E.

House Bill 1437, passed by the Texas legislature in 1999, allows the BRA to contract with the Lower Colorado River Authority (LCRA) for up to 25,000 acre-feet of water from the Colorado River Basin (LCRA water) for use in Williamson County. For the LCRA water, drought stage trigger levels are based on the combined conservation storage of Lakes Buchanan and Travis as stipulated in the LCRA Firm Customer Drought Contingency Plan (LCRA Plan), as contained in Appendix F of LCRA's Water Management Plan dated May 20, 2015Pro-rata.Pro-rata

The BRA will comply with the LCRA Plan for water used under the LCRA contract. Target reduction goals for LCRA water can be met by either implementing specific restrictions or utilizing an alternate water source, which may include water sourced from the Brazos Basin. The BRA also owns and operates the EWCRWS adjacent to Lake Granger, which supplies wholesale treated water. Customers of the EWCRWS include the City of Taylor, Jonah Water Special Utility District and Lone Star Regional Water Authority. Criteria specific for initiation and termination of Drought Stages of the EWCRWS are contained within this Plan.

Table 1. - Drought Severity Triggers[1]			
Status	Surface Elevation[4]	Water Storage[4]	Reservoir Drawdown
	(ft msl)	(acre-feet)	(ft)
Lake Aquilla			
Top of Conservation (full)	537.5	43,293	0
Stage 1 Drought Watch	533.6	32,253	3.9
Stage 2 Drought Warning	530.5	25,189	7.0
Stage 3 Drought Emergency	526.8	18,125	10.7
Stage 4 Pro-rata Curtailment	523.7	13,436	13.8
Lake Belton			
Top of Conservation (full)	594	432,631	0
Stage 1 Drought Watch	588.1	363,410	5.9
Stage 2 Drought Warning	578.7	268,231	15.3
Stage 3 Drought Emergency	566.3	173,052	27.7
Stage 4 Pro-rata Curtailment	550.2	86,526	43.8
Lake Granger			
Top of Conservation (full)	504	51,822	0
Stage 1 Drought Watch	501.8	43,116	2.2
Stage 2 Drought Warning	498.4	31,935	5.6
Stage 3 Drought Emergency	494.1	20,754	9.9
Stage 4 Pro-rata Curtailment	490.0	12,956	14
Lake Limestone			
Top of Conservation (full)	363	203,780	0
Stage 1 Drought Watch	357.6	142,646	5.4
Stage 2 Drought Warning	354.8	115,136	8.2
Stage 3 Drought Emergency	351.5	87,625	11.5
Stage 4 Pro-rata Curtailment	346.9	56,927	16.1
Lake Proctor			
Top of Conservation (full)	1162	54,762	0
Stage 1 Drought Watch	1,158.2	38,388	3.8
Stage 2 Drought Warning	1,156.1	31,297	5.9
Stage 3 Drought Emergency	1,153.3	24,206	8.7
Stage 4 Pro-rata Curtailment	1,150.1	16,976	11.9
Lake Somerville			
Top of Conservation (full)	238	150,293	0
Stage 1 Drought Watch	234.9	117,229	3.1
Stage 2 Drought Warning	231.8	88,673	6.2
Stage 3 Drought Emergency	228.2	60,117	9.8
Stage 4 Pro-rata Curtailment	223.9	30,059	14.8

Table 1. - Continued. Drought Severity Triggers[1]			
Status	**Surface Elevation[2]**	**Water Storage[2]**	**Reservoir Drawdown**
	(ft msl)	**(acre-feet)**	**(ft)**
Lake Possum Kingdom, Lake Granbury, Lake Whitney[3]			
Top of Conservation (full)	N/A[4]	724,022[5]	N/A[4]
Stage 1 Drought Watch	N/A[4]	564,737[5]	N/A[4]
Stage 2 Drought Warning	N/A[4]	427,173[5]	N/A[4]
Stage 3 Drought Emergency	N/A[4]	289,609[5]	N/A[4]
Stage 4 Pro-rata Curtailment	N/A[4]	144,804[5]	N/A[4]
Lake Georgetown, Lake Stillhouse Hollow			
Top of Conservation (full)	N/A[4]	267,949[6]	N/A[4]
Stage 1 Drought Watch	N/A[4]	222,398[6]	N/A[4]
Stage 2 Drought Warning	N/A[4]	164,789[6]	N/A[4]
Stage 3 Drought Emergency	N/A[4]	107,180[6]	N/A[4]
Stage 4 Pro-rata Curtailment	N/A[4]	53,590[6]	N/A[4]
Brazos River Authority System			
Top of Conservation (full)	N/A[4]	1,928,552	N/A[4]
Stage 1 Drought Watch	N/A[4]	1,524,177	N/A[4]
Stage 2 Drought Warning	N/A[4]	1,152,423	N/A[4]
Stage 3 Drought Emergency	N/A[4]	780,668	N/A[4]
Stage 4 Pro-rata Curtailment	N/A[4]	415,273	N/A[4]

1. Triggers were derived using a water availability tool specifically developed to simulate the BRA water supply system. Assumptions for developing the triggers include:
   - Estimated year 2030 sedimentation conditions and 2030 demands;
   - Previous 3 year (2015 through 2017) average return flows;
   - Operation of Lake Whitney hydropower;
   - Excluded water rights above Possum Kingdom Lake; and
   - included required environmental flow releases and assumed leakage through the dams
2. Elevation-Capacity Tables are contained in Appendix E.
3. In deriving the triggers, balancing factors established in the Possum Kingdom-Granbury Water Management Study were incorporated.
4. Surface elevation and reservoir drawdown are not applicable because reservoirs are operated as a system. Their combined storage is a better drought indicator than individual elevations because elevations in each reservoir can be influenced by other reservoirs within the system. For example, water can be transferred from Lake Stillhouse Hollow to Lake Georgetown through a pipeline that connects the two lakes. Stillhouse Hollow could be completely full while Lake Georgetown was 15 feet low, or Georgetown could be completely full with Stillhouse Hollow being 2.5 feet low, and in both cases, the collective capacity of the reservoirs is 94% full. Using combined storage instead of individual reservoir elevations for the trigger levels allows the operation of the pipeline to be taken into account.
5. Storages shown are for the combined conservation pool storage volume of Lakes Possum Kingdom, Granbury, and Whitney; BRA storage in Lake Whitney is limited to 51,987 acre-feet.
6. Storages shown are for the combined conservation pool storage volume of Lakes Stillhouse Hollow and Georgetown.

Stage 1 – Drought Watch Condition

Requirements for Initiation – The BRA's GM/CEO or his/her designee may initiate a Drought Watch Condition in one or more of the following circumstances:

- For a reservoir/reservoir sub-system, when the Palmer Hydrologic Drought Index (PHDI) is equal to or less than -2.4. The PHDI for each reservoir/reservoir sub-system is derived monthly.

- For a reservoir/reservoir sub-system, when the content of that reservoir/reservoir sub-system is at or below its corresponding Stage 1 Trigger (Table 1) and reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the content could be reduced to the Stage 2 Trigger or less during the next 12 months.

- For a reservoir, group of reservoirs, or the entire BRA System, when the combined storage of the BRA System is below the Stage 1 System Storage Trigger (Table 1) and reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the combined system storage could be reduced to the Stage 2 System Storage Trigger or less during the next 12 months.

- For Lake Georgetown (in addition to triggers shown in Table 1),

    - When sustained pumping operations through the WCRRWL continue for longer than one month.
    - As deemed appropriate due to disruption in WCRRWL pumping operations.

- For LCRA water, when the combined storage of Lakes Buchanan and Travis drops below 1.4 million acre-feet and interruptible stored water supplies to the irrigation operations are being curtailed.

- For EWCRWS (in addition to triggers shown in Table 1 for Lake Granger), when the total daily water consumption reaches eighty-five (85) percent of production capacity for a period of thirty (30) consecutive days. Currently, this would equate to 9.1 million gallons a day based on a maximum output of 13.0 million gallons a day production.

- For a reservoir, group of reservoirs, or the entire BRA System, when an unexpected condition has the potential to adversely affect the public health, welfare or safety.

Requirements for Termination – The BRA's GM/CEO or his/her designee may terminate a Drought Watch Condition when any of the reasons for initiation have ceased to exist for a period of 30 consecutive days or other relevant factors determined by the BRA's GM/CEO or designee.

To terminate a Drought Watch Condition for LCRA water, the BRA will comply with the LCRA Plan.

Stage 2 – Drought Warning Condition

Requirements for Initiation – The BRA's GM/CEO or his/her designee may initiate a Drought Warning Condition in one or more of the following circumstances:

- For a reservoir/reservoir sub-system, when the content of that reservoir/reservoir sub-system is at or below its corresponding Stage 2 Trigger (Table 1) and reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the content could be reduced to the Stage 3 Trigger or less during the next 12 months.

- For a reservoir, group of reservoirs, or the entire BRA System, when the combined storage of the BRA System is below the Stage 2 System Storage Trigger (Table 1) and reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the combined system storage could be reduced to the Stage 3 System Storage Trigger or less during the next 12 months.

- For Lake Georgetown (in addition to triggers shown in Table 1),

    - When sustained WCRRWL pumping operations continue for longer than 12 months.
    - As deemed appropriate due to disruption in WCRRWL pumping operations.

- For LCRA water, when the combined storage of Lakes Buchanan and Travis is below 900,000 acre-feet and interruptible stored water supplies to the irrigation operations are being curtailed.

- For EWCRWS (in addition to triggers shown in Table 1 for Lake Granger), when the total daily water consumption reaches ninety (90) percent of production capacity for a period of 30 consecutive days. Currently this would equate to 10.4 million gallons a day based on a maximum output of 13.0 million gallons a day production.

- For a reservoir, group of reservoirs, or the entire BRA System, when an unexpected condition has the potential to adversely affect the public health, welfare or safety.

Requirements for Termination – The BRA's GM/CEO or his/her designee may terminate a Drought Warning Condition when any of the reasons for initiation have ceased to exist for a period of 30 consecutive days or other relevant factors determined by the BRA's GM/CEO or designee. Upon termination of a Drought Warning, a Drought Watch may become operative depending on conditions at the time.

To terminate a Drought Warning Condition for LCRA water, the BRA will comply with the LCRA Plan.

Stage 3 – Drought Emergency Condition

Requirements for Initiation – The BRA's GM/CEO or his/her designee may initiate a Drought Emergency Condition in one or more of the following circumstances:

- For a reservoir/reservoir sub-system, when the content of that reservoir/reservoir sub-system is at or below its corresponding Stage 3 Trigger (Table 1) and reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the content could be reduced to the Stage 4 Trigger within the next 12 months.

- For a reservoir, group of reservoirs, or the entire BRA System, when the combined storage of the BRA System is below the Stage 3 System Storage Trigger (Table 1) and reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the combined system storage could be reduced to the Stage 4 System Storage Trigger within the next 12 months.

- For a reservoir/reservoir sub-system, when critical water supply infrastructure is damaged or otherwise rendered unable to meet projected demands due to natural disaster, power outage, structural failure, sabotage, or other reasons.

- For Lake Georgetown (in addition to triggers shown in Table 1),

    - When the GM/CEO or his/her designee determines that hydrologic conditions (inflow and/or evaporation) are as severe as or worse than the driest 24-month period on record.
    - As deemed appropriate due to disruption in WCRRWL pumping operations.

- For LCRA water, when LCRA, in accordance with its Water Management Plan, declares a Drought Worse than the Drought of Record.

- For EWCRWS (in addition to triggers shown in Table 1 for Lake Granger), when the total daily water consumption reaches ninety-five (95) percent of production/distribution capacity for a period of 30 consecutive days. Currently this would equate to 11.05 million gallons a day based on a maximum output of 13.0 million gallons a day production.

- For a reservoir, group of reservoirs, or the entire BRA System, when an unexpected condition has the potential to adversely affect the public health, welfare or safety.

Requirements for Termination – The BRA's GM/CEO or his/her designee may terminate a Drought Emergency Condition when any of the reasons for initiation have ceased to exist for a period of 30 consecutive days or other relevant factors determined by the BRA's GM/CEO or designee. Upon termination of a Drought Emergency, a Drought Warning or a Drought Watch may become operative depending on conditions at the time.

To terminate a Drought Emergency Condition for LCRA water, the BRA will comply with the LCRA Plan.

Stage 4 – Pro-rata Curtailment Condition

Requirements for Initiation – The BRA's GM/CEO or his/her designee may initiate a pro-rata Curtailment Condition in one or more of the following circumstances:

- For a reservoir/reservoir sub-system, when the content of that reservoir/reservoir sub-system is at or below its corresponding Stage 4 Trigger (Table 1).
- For a reservoir, group of reservoirs, or the entire BRA System, when the combined storage of the BRA System is below the Stage 4 System Storage Trigger (Table 1).
- For Lake Georgetown (in addition to triggers shown in Table 1), as deemed appropriate by the BRA's GM/CEO or his/her designee due to disruption in WCRRWL pumping operations.
- For EWCRWS (in addition to triggers shown in Table 1 for Lake Granger), as deemed appropriate by the BRA's GM/CEO or his/her designee due to a major water line break or pump or system failures, which cause unprecedented loss of capacity to provide water service, or natural or man-made contamination of the water supply source.
- For a reservoir, group of reservoirs, or the entire BRA System, when an unexpected condition has the potential to adversely affect the public health, welfare or safety.

Requirements for Termination – The BRA's GM/CEO or his/her designee may terminate a pro-rata Curtailment Condition when any of the reasons for initiation have ceased to exist for a period of 30 consecutive days or other relevant factors determined by the BRA's GM/CEO or designee. Upon termination of a Pro-rata Curtailment, a Drought Emergency, a Drought Warning or a Drought Watch may become operative depending on conditions at the time.

5. Procedures to be followed for Initiation and Termination of Drought Response Stages

Initiation of a Drought Response Stage

The BRA's GM/CEO or his/her designee may order the implementation of a Drought Response Stage when the trigger conditions for that stage are met. The following actions will be taken when a drought stage is initiated:

- The public will be notified through the appropriate media and the BRA Web site.
- Customers will be notified by telephone with a follow-up letter/fax or e-mail.
- Meetings will be held with customers as appropriate.
- The Executive Director of the TCEQ will be notified within five (5) business days.

The BRA's GM/CEO or his/her designee may decide not to order the implementation of a Drought Response Stage even though the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented.

Termination of a Drought Response Stage

The BRA's GM/CEO or his/her designee may order the termination of a drought response stage when the conditions for termination are met or at his/her discretion. The following actions will be taken when a drought stage is terminated:

- The public will be notified through local media and the BRA Web site.
- Wholesale customers will be notified by telephone with a follow-up letter/fax or e-mail.
- The Executive Director of the TCEQ will be notified within five (5) business days.

The BRA's GM/CEO or his/her designee may decide not to order the termination of a drought response stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions or the anticipation of potential changed conditions that warrant the continuation of the drought stage. The reason for this decision should be documented.

6. Drought Response Stages, Measures to be Implemented and Goals for Use Reduction

The BRA will notify the Executive Director of the TCEQ within five (5) business days when any Drought Stage is declared under this plan. In turn and in compliance with Title 30, *Texas Administrative Code*, Chapter 288, Subchapter B, Rule §288.22 *(b)* (included in Appendix A), the BRA's customers are required to notify the Executive Director of the TCEQ within five (5) business days of any mandatory actions that are subsequently implemented under their respective drought contingency plans.

In order to demonstrate compliance with requested water use reductions, BRA may require documentation of specific actions taken to reduce water use from customers that have irregular water use patterns that restrict the ability to establish a baseline amount to which water use restrictions will be applied.

Stage 1 – Drought Watch Condition

The Stage 1, Drought Watch condition, is intended to raise customer and public awareness of potential drought problems. For water supplied from the Brazos River System, there is a voluntary target reduction goal of five (5) percent of the use that would have occurred in the absence of drought contingency measures. For LCRA water, there is a voluntary target reduction goal of five (5) percent, as indicated in LCRA's Plan. The BRA's GM/CEO or his/her designee may perform or request implementation of any of the actions listed below, as deemed necessary:

- Inform customers of the Drought Watch Condition and request them to inform their customers, if any.
- Notify customers of actions being taken and urge activation by customers of appropriate water conservation measures to achieve the target water use reduction goal.

- Meet with customers to discuss current drought and possible measures to be taken if the drought intensifies.

- Initiate Stage 1 or equivalent of customer drought contingency plans, if available.

- Intensify efforts on leak detection and repair.

- Reduce nonessential water use.

- Initiate voluntary landscape watering schedules.

- Verify the location, depth and operational requirements of intake structures.

- Increase public education efforts on ways to reduce water use.

- Investigate alternative ways to supply needs that could be implemented if the drought intensifies.

- In cooperation with customers, initiate the preparation of a specific drought response plan tailored to conditions as they exist at the time.

- Implement appropriate provisions of the specific drought response plan.

- Contact the TCEQ, United States Geological Survey (USGS) and U.S. Army Corps of Engineers. Inform them of the situation and request appropriate actions from each, such as closer monitoring to protect releases, more frequent gage inspections to reflect actual flow conditions more accurately or a greater effort to meet exact release requests.

- Other actions, as deemed appropriate, for the given situation.

<u>Stage 2 – Drought Warning Condition</u>

For water supplied from the Brazos River System, the goal for water use reduction under a Stage 2, Drought Warning Condition, is a ten (10) percent reduction of the use that would have occurred in the absence of drought contingency measures. If circumstances warrant, the BRA's GM/CEO or his/her designee may modify this goal. For LCRA water, the target reduction goal is ten (10) to twenty (20) percent, as indicated in LCRA's Plan. The BRA's GM/CEO or his/her designee may perform or request implementation of any of the actions listed below, as deemed necessary:

- Inform customers of the Drought Warning Condition and request that they inform their customers, if any.

- Notify customers of actions being taken and urge activation by customers of appropriate water conservation measures to achieve the target water use reduction goal.

- Meet with customers to discuss the current drought and possible measures to be taken.

- Initiate Stage 2 or equivalent of customer drought contingency plans, if available.

- Encourage the public to wait until the current drought has passed before establishing new landscaping.

- Initiate mandatory landscape and outdoor water use restrictions needed to achieve the water use reduction goal.

- Initiate engineering studies to evaluate alternative actions if conditions worsen.

- Further accelerate public education efforts on ways to reduce water use.

- In cooperation with BRA customers, develop or update the specific drought response plan tailored to conditions as they exist at the time.

- Implement appropriate provisions of the specific drought response plan.

- For LCRA firm water, begin discussions with LCRA to develop a specific curtailment plan, consistent with LCRA's TCEQ-approved Pro-rata Curtailment Plan and LCRA's Raw Water Rules related to pro-rata curtailment.

- For LCRA firm water, any landscape water schedule used to implement restrictions should restrict daytime outdoor water use and not allow the irrigation of landscaping to occur more than twice a week.

- For EWCRWS, initiate preparations for the implementation of pro-rata curtailment of water diversion and/or deliveries.

- Implement other measures identified by the BRA and its customers.

Stage 3 – Drought Emergency Condition

For water supplied from the Brazos River System, the goal for water use reduction under a Stage 3, Drought Emergency Condition, is a total reduction of twenty (20) percent in the use that would have occurred in the absence of any drought contingency measures. If circumstances warrant, the BRA's GM/CEO or his/her designee may modify this goal. For LCRA water, the LCRA will implement a mandatory pro-rata curtailment of a minimum of twenty (20) percent, as indicated in LCRA's Plan. If the combined storage of Lakes Buchanan and Travis continue to drop below 600,000 acre-feet, the mandatory pro-rata curtailment percentage may be increased as determined by the LCRA Board of Directors. The BRA's GM/CEO or his/her designee may perform or request implementation of any of the actions listed below, as deemed necessary:

- Continue actions commenced under Stages 1 and 2.

- Inform customers of the Drought Emergency Condition and request that they inform their customers, if any.

- Notify customers of actions being taken and urge activation by customers of appropriate water conservation measures to achieve the target water use reduction goal.

- Require BRA customers to cease diversion and use of water under Interruptible Water Availability Agreements.

- Cease the sale of water by the BRA under Interruptible Water Availability Agreements.

- Limit or restrict the temporary assignment of water by BRA customers to third parties in accordance with the terms of the underlying contracts.

- In cooperation with BRA customers, develop or update the specific drought response plan tailored to conditions as they exist at the time.

- Implement appropriate provisions of the specific drought response plan.

- Meet with customers to discuss the current drought and measures to be taken.

- Initiate the drought emergency or equivalent stage in customer drought contingency plans as necessary to meet the target water use reduction goal.

- Initiate mandatory water use restrictions such as prohibiting hosing of paved areas, buildings or windows, prohibiting operation of ornamental fountains, prohibiting washing or rinsing of vehicle by hose and prohibiting water use in such a manner as to allow runoff or other waste.

- Limit landscape watering at each service address.

- Prohibit draining and filling of existing swimming pools and filing of new swimming pools (pools may add water to replace losses during normal use).

- Prohibit establishment of new landscaping.

- Prohibit all outdoor watering, including hand held hoses.

- Implement viable alternative water supply strategies (this may require prior approval from TCEQ).

- Coordinate with customers regarding the pro-rata curtailment process in the event that drought conditions persist or intensify and a Pro-rata Curtailment Condition is initiated.

- For EWCRWS, initiate mandatory measures to reduce non-essential water use and initiate pro-rata curtailment measures, pursuant to *Texas Water Code* §11.039.

Stage 4 – Pro-rata Curtailment Condition

Under Stage 4, Pro-rata Curtailment Condition, the BRA's customers will be required to implement a mandatory pro-rata curtailment, pursuant to *Texas Water Code* §11.039. All uses of water under Interruptible Water Availability Agreements in the affected part of the system will be suspended prior to and during any mandatory pro-rata curtailment of water use under long-term contracts.

If conditions change while pro-rata curtailment is in effect, meetings with affected customers may be necessary in order to adjust the curtailment percentage.

In the event that the BRA implements pro-rata curtailment under Stage 4 of this Plan, the GM/CEO will establish conditions under which the curtailment will be rescinded.

7. Required Provision on Distribution of Water in Case of Shortage in BRA Contracts

The BRA water contracts shall include a provision that allows water curtailment in accordance with the provisions of *Texas Water Code* §11.039 during shortages of water.

8. Procedures for Granting Variances

The BRA's GM/CEO or his/her designee may grant a temporary variance to the pro-rata water allocation policies provided by this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety and if one or more of the following conditions are met:

- Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect; or
- Alternative methods can be implemented which will achieve the same level of reduction in water use.

Variances shall be granted or denied at the discretion of the BRA's GM/CEO or his/her designee. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioner(s).
- Purpose of water use.
- Specific provisions from which relief is requested.
- Detailed statement of the adverse effect of the provision from which relief is requested.
- Description of the relief requested.
- Period of time for which the variance is sought.
- Alternative measures that will be taken to reduce water use.
- Other pertinent information.

For LCRA water, LCRA may consider a temporary variance to the pro-rata water allocation requirement in accordance with LCRA's Plan.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

9. Procedures for Implementation and Enforcement

Appendix F is a copy of the BRA's Board resolution approving this Plan. Compliance with this Plan, as amended from time to time, is a condition in the BRA's water supply agreements. Failure to comply with the Plan is a violation of the water supply agreement provision and will be treated as such.

For the EWCRWS, during any period when pro-rata allocation of available water supplies is in effect, wholesale customer shall pay the Excess Water Fee for all water taken that exceeds the customers pro-rata allocation. The Excess Water Fee is determined by the BRA's contract.

10. Review and Update

The BRA shall review this Plan at least every five (5) years and shall update as appropriate based on new or updated information.

APPENDIX A
Texas Administrative Code, Section 288.22
Texas Commission on Environmental Quality Rules on Drought Contingency Plans for Wholesale Water Suppliers

APPENDIX A
Texas Administrative Code, Section 288.22
Texas Commission on Environmental Quality Rules on Drought Contingency Plans for Wholesale Water Suppliers

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER B	DROUGHT CONTINGENCY PLANS
SECTION §288.22	**Drought Contingency Plans for Wholesale Water Suppliers**

(A) A drought contingency plan for a wholesale water supplier must include the following minimum elements:

(1) Preparation of the Plan shall include provisions to actively inform the public and to affirmatively provide opportunity for user input in the preparation of the Plan and for informing wholesale customers about the Plan. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(2) The drought contingency plan must document coordination with the regional water planning groups for the service area of the wholesale public water supplier to ensure consistency with the appropriate approved regional water plans.

(3) The drought contingency plan must include a description of the information to be monitored by the water supplier and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(4) The drought contingency plan must include a minimum of three drought or emergency response stages providing for the implementation of measures in response to water supply conditions during a repeat of the drought-of-record.

(5) The drought contingency plan must include the procedures to be followed for the initiation or termination of drought response stages, including procedures for notification of wholesale customers regarding the initiation or termination of drought response stages.

(6) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the Plan shall establish the targets. The goals established by the entity under this paragraph are not enforceable.

(7) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(a) pro-rata curtailment of water deliveries to or diversions by wholesale water customers as provided in Texas Water Code, §11.039; and

(b) utilization of alternative water sources with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc).

(8) The drought contingency plan must include a provision in every wholesale water contract entered into or renewed after adoption of the Plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

(9) The drought contingency plan must include procedures for granting variances to the plan.

(10) The drought contingency plan must include procedures for the enforcement of any mandatory water use restrictions including specification of penalties (e.g., liquidated damages, water rate surcharges, discontinuation of service) for violations of such restrictions.

(B) The wholesale public water supplier shall notify the executive director within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan.

(C) The wholesale public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five (5) years, based on new or updated information, such as adoption or revision of the regional water plan.

Source Note: The provisions of this §288.22 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

APPENDIX B
Example Letter to Wholesale Water Customers

APPENDIX B
Example Letter to Wholesale Water Customers

Brazos River Authority

THE STATE OF TEXAS

QUALITY • CONSERVATION • SERVICE

Date

[Customer]
[Address]

Dear «Salutation»:

The Brazos River Authority (BRA) is performing an update of its Drought Contingency Plan (Plan). In accordance with Texas Commission on Environmental Quality regulations, we are notifying our customers that the draft Plan will be available for review and comment on the BRA's Web site at www.brazos.org starting on March 22, 2019.

The following is a summary of the proposed changes to the Plan:

1) Established new trigger levels
2) Incorporated requirements specific to BRA's East Williamson County Regional Water System
3) Referenced seasonal rainfall forecasts developed by the Texas Water Development Board as a drought monitoring tool
4) Clarification of Pro-Rata curtailment language

If you prefer to review a hard copy of the draft Plan, you may request one through our Public Information Office by calling (254) 761-3111. Comments on the draft Plan will be accepted through close of business on Monday, April 22, 2019. Please mail written comments to:

Brazos River Authority
Attn: Chris Higgins
P.O. Box 7555
Waco, TX 76714-7555

Following the receipt of comments, the Plan will be considered for adoption at the next BRA Board of Directors meeting on April 29, 2019.

Sincerely,

AARON ABEL
Water Services Manager
AA:kld

APPENDIX C
Example Letter to Regional Water Planning Groups
[Planning Groups B, C, F, G, H, K and O]

APPENDIX C
Example Letter to Regional Water Planning Groups
[Planning Groups B, C, F, G, H, K and O]

Brazos River Authority QUALITY • CONSERVATION • SERVICE

Date
[Chairman]
Chair, Region _ Water Planning Group
[Address]

Dear «Salutation»:

The Brazos River Authority (BRA) is performing an update of its Drought Contingency Plan (Plan). In accordance with Texas Commission on Environmental Quality regulations, we are notifying our customers that the draft Plan will be available for review and comment on the BRA's Web site at www.brazos.org starting on March 22, 2019.

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Brazos River Authority
Attn: Chris Higgins
P.O. Box 7555
Waco, TX 76714-7555

Following the receipt of comments, the Plan will be considered for adoption at the next BRA Board of Directors meeting on April 29, 2019. A final copy of the Plan will be forwarded to the regional water planning groups after it is adopted by the BRA Board.

Sincerely,

AARON ABEL
Water Services Manager
AA:kld

APPENDIX D
Customer Water Supply Intake Structures

APPENDIX D
Customer Water Supply Intake Structures

Physical Lakeside Intakes		
RESERVOIR	**BRA CUSTOMER**	**MINIMUM OPERATION LEVEL (ft)**
AQUILLA	AQUILLA WSD	507
BELTON	BELL COUNTY WCID #1	540
	CITY OF GATESVILLE	538
	BLUEBONNET WSC	568
GEORGETOWN	GEORGETOWN, CITY OF	732
	ROUND ROCK, CITY OF	747
	BRUSHY CREEK MUD	747
GRANBURY	TXU - COMANCHE PEAK	678
	TXU - DECORDOVA	673
	LENMO INC. (LEONARDS)	682
	WOLF HOLLOW I, L.P.	673
	CITY OF GRANBURY	682
	SWATS	674
GRANGER	EAST WILLIAMSON COUNTY REGIONAL WATER SYSTEM	496
LIMESTONE	NRG	330
	SOUTH LIMESTONE COUNTY WATER SUPPLY	354
	LUMINANT (OAK GROVE MANAGEMENT)	331
PROCTOR	UPPER LEON RIVER MWD	1135
POSSUM KINGDOM	SPORTSMAN"S WORLD MUD	983
	POSSUM KINGDOM WSC	982
	WEST CENTRAL BRAZOS PIPELINE	967
SOMERVILLE	CITY OF BRENHAM	208
STILLHOUSE HOLLOW	CENTRAL TEXAS WSC	582
	WILLIAMSON COUNTRY REGIONAL RAW WATER LINE	559.5
	KEMPNER WSC	580

[1] This list includes some of the larger BRA water customers. It is not all inclusive. The Minimum Operation Levels represent the critical reservoir elevation at which the operation of the intake structure would start to be compromised. These values were provided directly by the customers. The BRA makes no statement as to their accuracy, and they are not intended for any other use outside of this DCP.

APPENDIX E
Elevation-Capacity Tables
Selected Reservoirs

APPENDIX E
Elevation-Capacity Tables
Selected Reservoirs

Table E-1 Lake Aquilla Elevation-Capacity Values Year 2030 Estimated Sedimentation Conditions			
Elevation (Feet msl)	Capacity (Acre-Feet)	Elevation (Feet msl)	Capacity (Acre-Feet)
495	0	517	4,336
496	0	518	5,139
497	0	519	6,022
498	0	520	6,996
499	0	521	8,051
500	0	522	9,179
501	0	523	10,379
502	0	524	11,651
503	0	525	13,003
504	0	526	14,446
505	0	527	16,000
506	22	528	17,667
507	96	529	19,447
508	229	530	21,337
509	421	531	23,333
510	674	532	25,450
511	988	533	27,697
512	1,364	534	30,088
513	1,805	535	32,630
514	2,327	536	35,328
515	2,929	537	38,181
516	3,599	537.5	39,656

Baseline Conditions from Texas Water Development Board, 2014 Volumetric Survey

Table E-2 Lake Belton Elevation-Capacity Values Year 2030 Estimated Sedimentation Conditions					
Elevation (Feet msl)	Capacity (Acre-Feet)	Elevation (Feet msl)	Capacity (Acre-Feet)	Elevation (Feet msl)	Capacity (Acre-Feet)
484	0	521	12,302	558	124,055
485	1	522	13,526	559	129,416
486	3	523	14,833	560	134,902
487	9	524	16,224	561	140,519
488	16	525	17,695	562	146,264
489	29	526	19,246	563	152,161
490	47	527	20,879	564	158,211
491	70	528	22,594	565	164,429
492	100	529	24,383	566	170,821
493	141	530	26,241	567	177,358
494	189	531	28,175	568	184,034
495	247	532	30,197	569	190,870
496	315	533	32,308	570	197,900
497	394	534	34,507	571	205,146
498	491	535	36,799	572	212,639
499	607	536	39,192	573	220,393
500	746	537	41,698	574	228,375
501	913	538	44,327	575	236,562
502	1,104	539	47,078	576	244,948
503	1,322	540	49,938	577	253,510
504	1,569	541	52,903	578	262,260
505	1,852	542	55,988	579	271,249
506	2,184	543	59,207	580	280,488
507	2,550	544	62,558	581	289,987
508	2,949	545	66,030	582	299,702
509	3,381	546	69,617	583	309,619
510	3,846	547	73,342	584	319,750
511	4,346	548	77,221	585	330,102
512	4,888	549	81,254	586	340,662
513	5,472	550	85,449	587	351,418
514	6,102	551	89,804	588	362,371
515	6,785	552	94,307	589	373,535
516	7,521	553	98,951	590	384,902
517	8,317	554	103,742	591	396,472
518	9,182	555	108,662	592	408,266
519	10,129	556	113,688	593	420,318
520	11,168	557	118,816	594	432,631

Baseline Conditions from Texas Water Development Board,
2015 Volumetric Survey

Table E-3 Lake Georgetown Elevation-Capacity Values Year 2030 Estimated Sedimentation Conditions			
Elevation (Feet msl)	Capacity (Acre-Feet)	Elevation (Feet msl)	Capacity (Acre-Feet)
714	10	753	6,256
715	14	754	6,690
716	19	755	7,136
717	27	756	7,598
718	37	757	8,079
719	48	758	8,579
720	63	759	9,098
721	80	760	9,637
722	99	761	10,198
723	122	762	10,779
724	147	763	11,380
725	176	764	12,000
726	210	765	12,643
727	252	766	13,310
728	307	767	14,001
729	372	768	14,718
730	453	769	15,462
731	549	770	16,235
732	658	771	17,038
733	780	772	17,868
734	912	773	18,721
735	1,056	774	19,594
736	1,211	775	20,490
737	1,380	776	21,405
738	1,562	777	22,342
739	1,763	778	23,302
740	1,983	779	24,286
741	2,219	780	25,293
742	2,471	781	26,323
743	2,738	782	27,380
744	3,020	783	28,463
745	3,315	784	29,573
746	3,624	785	30,708
747	3,949	786	31,869
748	4,292	787	33,057
749	4,653	788	34,271
750	5,031	789	35,511
751	5,425	790	36,776
752	5,834	791	38,068

Baseline conditions from Texas Water Development Board, 2016 Volumetric Survey

Table E-4 Lake Granbury Elevation-Capacity Values Year 2030 Estimated Sedimentation Conditions			
Elevation (Feet msl)	Capacity (Acre-Feet)	Elevation (Feet msl)	Capacity (Acre-Feet)
627	0	661	14,679
628	0	662	16,050
629	0	663	17,516
630	2	664	19,077
631	9	665	20,731
632	24	666	22,472
633	53	667	24,302
634	108	668	26,226
635	178	669	28,245
636	272	670	30,357
637	398	671	32,572
638	547	672	34,898
639	717	673	37,347
640	909	674	39,936
641	1,137	675	42,684
642	1,399	676	45,594
643	1,689	677	48,674
644	2,013	678	51,950
645	2,366	679	55,428
646	2,744	680	59,137
647	3,152	681	63,115
648	3,603	682	67,349
649	4,106	683	71,859
650	4,659	684	76,654
651	5,261	685	81,730
652	5,917	686	87,178
653	6,626	687	93,042
654	7,395	688	99,357
655	8,233	689	106,078
656	9,138	690	113,123
657	10,106	691	120,492
658	11,133	692	128,227
659	12,227	693	136,326
660	13,405		

Baseline conditions from Texas Water Development Board, 2015 Volumetric Survey

Table E-5 Lake Granger Elevation-Capacity Values Year 2030 Estimated Sedimentation Conditions			
Elevation (Feet msl)	Capacity (Acre-Feet)	Elevation (Feet msl)	Capacity (Acre-Feet)
464	0	485	6,236
465	0	486	7,359
466	0	487	8,592
467	0	488	9,937
468	0	489	11,391
469	2	490	12,966
470	7	491	14,661
471	29	492	16,477
472	85	493	18,431
473	181	494	20,528
474	316	495	22,778
475	490	496	25,208
476	697	497	27,836
477	944	498	30,665
478	1,256	499	33,695
479	1,644	500	36,940
480	2,121	501	40,389
481	2,721	502	44,022
482	3,452	503	47,825
483	4,288	504	51,822
484	5,217		

Baseline conditions from Texas Water Development Board, 2013 Volumetric Survey

Table E-6 Lake Limestone Elevation-Capacity Values Year 2030 Estimated Sedimentation Conditions			
Elevation (Feet msl)	Capacity (Acre-Feet)	Elevation (Feet msl)	Capacity (Acre-Feet)
320	0	342	33,077
321	0	343	37,179
322	0	344	41,579
323	1	345	46,420
324	8	346	51,675
325	65	347	57,327
326	264	348	63,396
327	670	349	69,866
328	1,238	350	76,714
329	1,949	351	83,920
330	2,885	352	91,534
331	4,062	353	99,673
332	5,479	354	108,245
333	7,078	355	117,238
334	8,924	356	126,640
335	11,071	357	136,422
336	13,458	358	146,621
337	16,134	359	157,259
338	19,096	360	168,273
339	22,281	361	179,655
340	25,665	362	191,546
341	29,242	363	203,780

Baseline conditions from Texas Water Development Board, 2012 Volumetric Survey

Table E-7 Lake Possum Kingdom Elevation-Capacity Values Year 2030 Estimated Sedimentation Conditions					
Elevation (Feet msl)	Capacity (Acre-Feet)	Elevation (Feet msl)	Capacity (Acre-Feet)	Elevation (Feet msl)	Capacity (Acre-Feet)
893	0	929	26,220	965	169,743
894	0	930	28,176	966	176,230
895	0	931	30,253	967	182,875
896	1	932	32,427	968	189,677
897	3	933	34,691	969	196,652
898	11	934	37,051	970	203,811
899	43	935	39,513	971	211,165
900	105	936	42,071	972	218,717
901	198	937	44,720	973	226,474
902	335	938	47,464	974	234,428
903	516	939	50,325	975	242,609
904	750	940	53,305	976	251,030
905	1,041	941	56,407	977	259,689
906	1,395	942	59,637	978	268,593
907	1,801	943	62,993	979	277,756
908	2,284	944	66,472	980	287,187
909	2,833	945	70,079	981	296,928
910	3,441	946	73,811	982	307,006
911	4,105	947	77,664	983	317,398
912	4,829	948	81,644	984	328,113
913	5,620	949	85,751	985	339,142
914	6,471	950	89,986	986	350,492
915	7,379	951	94,343	987	362,155
916	8,351	952	98,829	988	374,135
917	9,379	953	103,454	989	386,435
918	10,462	954	108,213	990	399,047
919	11,594	955	113,107	991	412,036
920	12,785	956	118,133	992	425,524
921	14,031	957	123,293	993	439,682
922	15,329	958	128,593	994	454,628
923	16,682	959	134,030	995	470,242
924	18,088	960	139,606	996	486,471
925	19,558	961	145,326	997	503,227
926	21,094	962	151,197	998	520,455
927	22,696	963	157,227	999	538,139
928	24,388	964	163,410	1,000	556,340

Baseline conditions from Texas Water Development Board,
2016 Volumetric Survey

Table E-8 Lake Proctor Elevation-Capacity Values Year 2030 Estimated Sedimentation Conditions			
Elevation (Feet msl)	Capacity (Acre-Feet)	Elevation (Feet msl)	Capacity (Acre-Feet)
1,131	0	1,147	11,270
1,132	0	1,148	12,990
1,133	0	1,149	14,810
1,134	2	1,150	16,740
1,135	35	1,151	18,840
1,136	234	1,152	21,060
1,137	663	1,153	23,390
1,138	1,251	1,154	25,830
1,139	1,932	1,155	28,380
1,140	2,699	1,156	31,080
1,141	3,589	1,157	34,160
1,142	4,592	1,158	37,790
1,143	5,683	1,159	41,690
1,144	6,853	1,160	45,850
1,145	8,185	1,161	50,230
1,146	9,654	1,162	54,760

Baseline conditions from Texas Water Development Board, 2012 Volumetric Survey

Table E-9 Lake Somerville Elevation-Capacity Values Year 2030 Estimated Sedimentation Conditions	
Elevation (Feet msl)	Capacity (Acre-Feet)
208	0
209	0
210	1
211	33
212	318
213	994
214	1,990
215	3,350
216	5,119
217	7,341
218	10,034
219	13,159
220	16,686
221	20,537
222	24,731
223	29,300
224	34,248
225	39,669
226	45,633
227	52,064
228	58,909
229	66,216
230	73,888
231	81,878
232	90,306
233	99,212
234	108,593
235	118,424
236	128,670
237	139,275
238	150,293

Baseline conditions from Texas Water Development Board, 2012 Volumetric Survey

Table E-10 Lake Stillhouse Hollow Elevation-Capacity Values Year 2030 Estimated Sedimentation Conditions					
Elevation	Capacity	Elevation	Capacity	Elevation	Capacity
505	0	545	10,453	585	72,200
506	0	546	11,158	586	74,869
507	1	547	11,894	587	77,605
508	3	548	12,659	588	80,405
509	6	549	13,454	589	83,270
510	11	550	14,284	590	86,209
511	17	551	15,147	591	89,224
512	27	552	16,047	592	92,308
513	41	553	16,986	593	95,462
514	61	554	17,963	594	98,687
515	86	555	18,978	595	101,988
516	113	556	20,031	596	105,372
517	144	557	21,129	597	108,832
518	190	558	22,274	598	112,370
519	260	559	23,463	599	115,987
520	354	560	24,694	600	119,691
521	470	561	25,964	601	123,488
522	607	562	27,279	602	127,384
523	769	563	28,637	603	131,384
524	965	564	30,040	604	135,497
525	1,199	565	31,494	605	139,721
526	1,459	566	33,006	606	144,062
527	1,745	567	34,575	607	148,514
528	2,052	568	36,202	608	153,081
529	2,377	569	37,879	609	157,764
530	2,722	570	39,608	610	162,567
531	3,089	571	41,389	611	167,488
532	3,479	572	43,219	612	172,520
533	3,893	573	45,101	613	177,669
534	4,331	574	47,036	614	182,938
535	4,790	575	49,026	615	188,328
536	5,268	576	51,072	616	193,840
537	5,764	577	53,174	617	199,484
538	6,277	578	55,329	618	205,271
539	6,808	579	57,545	619	211,214
540	7,357	580	59,826	620	217,304
541	7,926	581	62,174	621	223,524
542	8,516	582	64,585	622	229,881
543	9,131	583	67,061		
544	9,777	584	69,600		

Baseline conditions from Texas Water Development Board, 2015 Volumetric Survey

Table E-12. Lake Whitney Elevation-Capacity Values
Brazos River Authority storage within Lake Whitney totals 51,987 af for capacity above 520 ft. elevation. Drought contingency plan trigger values for the collective BRA storage in the Lake Possum Kingdom-Lake Granbury-Lake Whitney system take into account only this 51,987 acre-foot capacity, and not the entire capacity of Lake Whitney. Specific elevation-capacity values for Lake Whitney as a whole therefore do not apply.

APPENDIX F
Brazos River Authority
Board Resolution Adopting the Drought Contingency Plan

APPENDIX F
Brazos River Authority
Board Resolution Adopting the Drought Contingency Plan

Brazos River Authority

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BRAZOS RIVER AUTHORITY OCTOBER 29, 2012

Agenda Item No. 9
Drought Contingency Plan Update

"**BE IT RESOLVED** by the Board of Directors of the Brazos River Authority that the Drought Contingency Plan, as presented at the October 29, 2012 Board of Director's Meeting and prepared in conformance with the requirements of the Texas Commission on Environmental Quality (TCEQ), is hereby adopted and supersedes the Drought Contingency Plan dated June 5, 2007; and

BE IT FURTHER RESOLVED that the General Manager/CEO is directed to submit the adopted Brazos River Authority Drought Contingency Plan to the TCEQ."

The aforementioned resolution was approved by the Board of Directors of the Brazos River Authority on October 29, 2012, to certify which witness my hand and seal.

G. Dave Scott
Dave Scott
Presiding Officer

SUBSCRIBED AND SWORN TO BEFORE ME on this the 29th day of October, 2012, to certify which witness my hand and official seal.

Natalie Kinnaird
Notary Public
STATE OF TEXAS
My Commission
Expires 10/12/2015

Natalie Kinnaird
Notary Public in and for the
State of Texas

APPENDIX G

Texas Water Code Section 11.039
Distribution of Water during Shortage

APPENDIX G

Texas Water Code Section 11.039

§ 11.039. Distribution of Water During Shortage

(a) If a shortage of water in a water supply not covered by a water conservation plan prepared in compliance with Texas Natural Resource Conservation Commission or Texas Water Development Board rules results from drought, accident or other cause, the water to be distributed shall be divided among all customers pro-rata, according to the amount each may be entitled to, so that preference is given to no one and everyone suffers alike.

(b) If a shortage of water in a water supply covered by a water conservation plan prepared in compliance with Texas Natural Resource Conservation Commission or Texas Water Development Board rules results from drought, accident or other cause, the person, association of persons, or corporation owning or controlling the water shall divide the water to be distributed among all customers pro-rata, according to:

> (1) the amount of water to which each customer may be entitled; or
>
> (2) the amount of water to which each customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan.

(c) Nothing in Subsection (a) or (b) precludes the person, association of persons, or corporation owning or controlling the water from supplying water to a person who has a prior vested right to the water under the laws of this state.

Amended by Acts 1977, 65th Leg., p. 2207, ch. 870, § 1, eff. Sept. 1, 1977.

Amended by Acts 2001, 77th Leg., ch. 1126, § 1, eff. June 15, 2001.

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

City Council Meeting
April 11, 2019
Transmittal Letter

Agenda Item #: 5

Agenda Title: **Conduct Public Hearing and consider introducing Ordinance 2019-18 changing the current zoning for a parcel of land approximately 1.75 acres, located at the northeast intersection of West 12th Street and Davis Street, Taylor, from Single-Family Residential Zoning District (R-1) to Commercial Planned Development with Local Commercial Base Zoning (B-1/CPD).**

Council Action to be taken: Hold public hearing and introduce Ordinance 2019-18

Department Submitted: Development Services

Staff Contact: Tom Yantis, Development Services Director

1. PURPOSE/DESCRIPTION

This proposal is to change the current zoning for a parcel of land being approximately 1.75 acres, more or less, more particularly described by Williamson Central Appraisal District Parcel R430315; part of and out of the John Winsett Survey, Abstract No. 661, located at the northeast intersection of West 12th Street and Davis Street, Taylor, Williamson County, Texas, from Single-Family Residential Zoning District (R-1) to Commercial Planned Development with Local Commercial Base Zoning (B-1/CPD).

2. STAFF ANALYSIS (How and Why)

The applicant is proposing to rezone the subject property. The purpose of the rezoning to B-1 with a Commercial Planned Development overlay is to re-use the site. The subject property was used for the Taylor Independent School District Administration Offices. The current zoning district designation of R-1 permits single-family residential, institutional and semi-public land uses; however, non-residential land uses that are not institutional or semi-public are not permitted. To re-use the subject property for non-residential purposes the subject property would have to be rezoned to a zoning district designation that permits non-residential land uses. The most appropriate zoning district designation is B-1, which permits local and neighborhood commercial land uses. The applicant is proposing a CPD overlay to tailor the development standards to the subject property so the subject property would be cohesive with the existing development and surrounding neighborhood. To consider the request it is necessary to refer to the Comprehensive Plan and Future Land

Use Plan map (FLUP). As a component of the Comprehensive Plan, the FLUP provides the logic behind decisions about land use with regard to regulation i.e., zoning. This request to rezone the subject property to B-1/CPD is consistent with the FLUP as the designation for the subject property is Institutional/Semi-Public, which is non-residential.

3. RECOMMENDATION

Hold Public Hearing and introduce Ordinance 2019-18.

The Planning and Zoning Commission held a public hearing and made a recommendation on this re-zoning at their April 9, 2019 meeting. An update will be provided at the City Council meeting.

4. FUNDING SOURCE

N/A

5. TIMELINE

Planning and Zoning Commission public hearing and recommendation – April 9, 2019
City Council public hearing and ordinance introduction – April 11, 2019
City Council consideration of ordinance approval - April 25, 2019.

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)

Council could deny or table the request.

8. ATTACHMENTS

5a Ordinance 2019-18
5b Applicant Proposal
5c Deed
5d Staff Report
5e Zoning Map
5f Future Land Use Plan Map
5g Presentation

ORDINANCE NO. 2019-18

AN ORDINANCE CHANGING THE ZONING OF PROPERTY FOR A PARCEL OF LAND BEING APPROXIMATELY 1.75 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R430315; PART OF AND OUT OF THE JOHN WINSETT SURVEY, ABSTRACT NO. 661, LOCATED AT THE NORTHEAST INTERSECTION OF WEST 12TH STREET AND DAVIS STREET, TAYLOR, WILLIAMSON COUNTY, TEXAS, FROM SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1) TO LOCAL COMMERCIAL BASE ZONING DISTRICT WITH A COMMERCIAL PLANNED DEVELOPMENT OVERLAY (B-1/CPD).

WHEREAS, the Taylor City Council conducted a public hearing on April 11, 2019, to consider the request made by East Wilco 95, LLC, which 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 Commercial Planned Development with Local Commercial Zoning District base zoning (B-1/CPD) with the requirements in Exhibit “B” attached hereto; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on April 9, 2019, to consider the zoning request, and recommended 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 Property is changed from Single-Family Residential Zoning District (R-1) to Local Commercial Zoning District with a Commercial Planned Development overlay (B-1/CPD).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from to Local Commercial Zoning District with a Commercial Planned Development Overlay (B-1/CPD) attached as Exhibit “B”.

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 2019-18 was introduced before the Taylor City Council on the _______day of April 25, 2019.

PASSED, APPROVED, and ADOPTED on the ______ day of ____________, 2019.

____
____
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. 2019-18, passed and approved by the City Council of the City of Taylor, Texas, on the ______ day of _________________, 2019, 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 _____________, 2019.

____
Dianna Barker
City Clerk

EXHIBIT A

Legal Description

EXHIBIT B

Commercial Planned Development

ELECTRONICALLY RECORDED 2019003564
Williamson County, Texas Total Pages: 7

Exhibit "A"

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

18054170

Date: January 14, 2019

Grantor: Taylor Independent School District

Grantor's Mailing Address: 3101 N. Main Street, Suite 104
Taylor, TX 76574

Grantee: East Wilco 95, LLC, a Texas limited liability company

Grantee's Mailing Address: 410 W. 7th Street, Room 106
Taylor, Williamson County, Texas 76574

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, including a note of even date that is in the principal amount of TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($220,000.00) and is executed by Grantee, payable to the order of SOUTHSTAR BANK, S.S.B, a Texas state savings bank. The note is secured by a vendor's lien retained in this deed and by a first lien deed of trust of even date from Grantee to David Kapavik, Trustee.

SOUTHSTAR BANK, S.S.B., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note described above from Grantee to SOUTHSTAR BANK, S.S.B. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SOUTHSTAR BANK, S.S.B., and are transferred to SOUTHSTAR BANK, S.S.B., without recourse against Grantor.

Property (including improvements):

All that certain 1.75 acre tract of land out of the JOHN WINSETT SURVEY, ABSTRACT NO. 661, in Williamson County, Texas and the same tract as described in/under Volume 144, Page 273, Deed Records, Williamson County, Texas, begin more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance:

Grantor does hereby except and reserve unto Grantor, Grantor's successors and assigns all of the oil, gas, and other minerals owned by Grantor, together with the following rights appurtenant thereto: (i) the right to lease Grantor's interest in the minerals; (ii) the right to receive bonus payments; (iii) the right to receive delay rentals; and (iv) the right to receive royalty. If the mineral estate is subject to existing production or an existing lease, then this reservation shall include the production, the lease, and all benefits therefrom. This reservation also includes any and all future and reversionary interests in the oil, gas, and other minerals that Grantor is currently entitled to, and/or those that may be otherwise associated with Grantor's interest(s) in the mineral estate in, on, and under the Property. Notwithstanding the above, Grantor and Grantor's successors and assigns hereby waive and convey unto Grantee, Grantee's heirs, successors, and assigns the surface rights associated with mineral interest(s) reserved herein, including the rights of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, and developing the surface of the Property for oil, gas, and other minerals and for removing them from the Property. Grantor and Grantor's successors and assigns agree that all future oil, gas, and mineral leases executed by them shall specifically prohibit any use of the surface of the Property. However, Grantor's waiver of surface rights herein shall not be construed as a waiver of the right of Grantor, Grantor's heirs, successors, assigns, and lessees to explore, develop, or produce the mineral estate herein reserved with wells with surface locations on lands other than the subject Property, including, but not limited to, directional and/or horizontal wells that travel beneath the subject Property, or by pooling its oil, gas, and mineral interests with lands adjoining the Property in accordance with the laws and regulations of the State of Texas.

Additionally, Grantor specifically reserves, excepts, and retains a nonexclusive and irrevocable easement for parking upon the current parking area of the property during school related events sponsored by Grantor held on property adjacent to the subject property. This easement right shall extend to the Grantor's employees, guests and invitees attending such events sponsored by Grantor on adjacent property. The easement shall remain in full force for so long as Grantor uses the adjacent property for school related events sponsored by the District. At such time that the adjacent property ceases to be used by Grantor for events sponsored by Grantor, the Easement shall become null and void by its own terms, and Grantor shall not be required to file any release, termination or other document to evidence the termination of this Easement. The rights retained shall be deemed to be covenants running with the land and binding upon the parties and their respective successors and assigns.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Williamson County water or utility district; and taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE

ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

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

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

TAYLOR INDEPENDENT SCHOOL DISTRICT

By: ______________________
Marco R. Ortiz, President, Board of Trustees

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

BEFORE ME, a Notary Public, on this 14 day of January, 2019, personally appeared Marco R. Ortiz, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Taylor Independent School District; that he was authorized to execute such instrument pursuant to resolution adopted by the Board of Trustees; and acknowledged that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

CHASATY HUCKABAY
Notary Public, State of Texas
Expires MAY 11 2020
I.D.# 1196748-2

NOTARY PUBLIC, STATE OF TEXAS

Return to Grantee's Address:
EAST WILCO 95, LLC
410 W. 7th Street, Room 106
Taylor, TX 76574

EXHIBIT A

FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, Tx. 78626

BEING 1.75 acres of the John Winsett Survey, Abstract No. 661, in Williamson County, Texas; including the same property that is described in a deed from Dan Murphy, et. ux., to the Taylor Independent School District called 1.72 ac. as described in Vol. 144, Pg. 273 (1911), of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in October of 2017 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203).

BEGINNING at a capped ½ inch iron pin (capped Surveyor No. 1847), which was set for the Southeast corner of this property, in the West line of Sycamore Street (60 feet wide) and in the North line of 12th Street (60 feet wide per plat of the Murphy Addition to Taylor, Texas, of record in Vol. 101, Pg. 240, Deed Records).

THENCE with the North line of 12th Street and the South boundary of the said 1.72 acre tract, S 83°08'40" W 271.94 feet to a capped ½ inch iron pin which was set for the Southwest corner of this property, at the intersection of the North line of 12th Street with the East line of Davis Street.

THENCE with the East line of Davis Street and the West line of the said 1.72 acres, N 21° 41'49" W at 167.68 feet pass the Southwest corner of a proposed easement of 0.64 acre to be retained by the Taylor Independent School District, continuing in all 258.70 feet to a steel cotton spindle set in an existing parking lot for the Northwest corner of this property and the Northwest corner of the said easement.

THENCE with the North line of the proposed easement of 0.64 acre and the South boundary of the 5.29 acre property that is described in a deed to the Taylor Independent School District (Vol. 204, Pg. 348), and with the North line of the said 1.72 acres, N 83°08'44" E 338.16 feet to a capped ½ inch iron pin that was set in the West boundary of Sycamore Street.

THENCE with the West line of Sycamore Street and the East boundary of the 1.72 acres, S 06° 51'59" E at 83.46 feet pass the Southeast corner of the easement to be retained by the Taylor I.S.D., continuing in all 250.06 feet to the POINT OF BEGINNING.

Return to
Longhorn Title Co., Inc.
309 N. Main
Taylor, TX 76574

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2019003564

Pages: 7 Fee: $41.00
01/15/2019 12:42 PM

THE STATE OF TEXAS · WILLIAMSON COUNTY

Nancy E. Rister

Nancy E. Rister,County Clerk
Williamson County,Texas

Exhibit "B"

Commercial Planned Development

for the

Former Taylor Independent School District Administration Building

View of the existing office building from 12th Street.

Property

This Development Plan applies to 1.75 acres of land, legally described as 1.75 ACRE JOHN WINSETT SURVEY, ABSTRACT NO 661, recorded under Document No. 2019003564, Official Public Records of Williamson County, Texas, located at 602 West Twelfth Street, Taylor, Texas 76574.

Purpose

The purpose of this Commercial Planned Development (C-PD) is to transition the former Taylor Independent School District (Taylor ISD) Administration Office Building into a commercial property that utilizes the existing buildings, parking and other site improvements. As Taylor ISD moves school facilities and offices to other, larger properties and sells off property located centrally in the City of Taylor, those properties, which are primarily located in Single-Family Residential zoning areas, do not always have the right match of building function and permitted use, and require a change of zoning to be brought into conformance with the City of Taylor's ordinances so that they might transition to new uses that reduce the likelihood of vacancy and abandonment.

Infill Development

The Comprehensive Plan expresses:

> "Desire for City to be more pedestrian friendly – "Walkability", "connectivity", and linkages are terms that denote the desire for all areas of a community to accessible without the use of a car. When residents and visitors can walk, jog or ride a bike in a safe, comfortable and secure environment they will feel that they can travel conveniently from residence to places work, school, recreation, and shopping." – page 4-2
>
> "Downtown Neighborhood (Beige): Older areas of the City where rehabilitation, repair and infill (new) housing should be encouraged. Small-scale neighborhood businesses (restaurants, small stores, personal services) are also encouraged." – page 4-5

The reuse of existing buildings, particularly those with a scale and form compatible with the neighborhood, is a way to accomplish these goals from the Comprehensive Plan, as is infill development, which is a way to build capacity and provide opportunity to meet the needs of the City's residents while capitalizing on existing resources. The reuse of the ISD office as a commercial property can provide amenity within walking distance of many residents while not requiring the City to extend additional infrastructure.

Comprehensive Plan

The City of Taylor's Comprehensive Plan pages 4-8 & 4-9 say this with respect to new development and redevelopment of residential areas:

> "Neighborhood retail and service uses should be located at intersections of arterial or collector streets or at the edge of neighborhood areas unless appropriately placed within a planned development.
>
> - Retail development should be clustered throughout the City and convenient to residential areas…
> - Office and professional uses should be compatible with nearby residential areas and other uses through appropriate building height limitations and adequate buffering and landscaping that encourage pedestrian access.
> - Low-intensity office and professional uses should provide a transition between more intense uses and residential areas.
> - Parking should be well labeled and adequate for the retail and office needs. Requiring more parking than is needed may discourage redevelopment and can create unnecessarily large parking lots.
>
> **Commercial**
>
> - Commercial areas should include a range of development types to serve regional as well as local needs, from large commercial developments to smaller, freestanding commercial sites.

- Commercial development should be concentrated in nodes at intersections and along major arterials and collectors that are designed and constructed to accommodate heavy traffic."

The transition of the former Taylor ISD Administration Building, which was built as an office, to a Commercial Planned Development that can continue the property's use within appropriate zoning is consistent with these goals and policies expressed in the Comprehensive Plan. Its location on the northeast corner of Davis Street (a "collector" street) and West 12th Streets meets the Comprehensive Plan goals stated just above.

Zoning

The underlying zoning for this C-PD is B-1, which is Local Business District. The property will be subject to all of the requirements of the B-1 district, including the sign ordinance and the landscape ordinance, excepting the specific provisions of this Planned Development.

The purpose of the Local Business District zoning underlay is to facilitate the existing building's continued use now that it is no longer owned by the Taylor ISD. The existing zoning R-1, which is Single Family Residential District, is compatible with schools and churches but not with businesses that could use the existing building in conformance with the Comprehensive Plan.

A map of the existing zoning surrounding the subject property is provided as "Exhibit A".

Permitted Uses

All uses allowed within the zoning district B-1 shall be permitted, with the exception of the following:

The following uses are allowed without a Specific Use Permit:

- Greenhouse (Retail)
- Assisted Living Facility

The following uses are prohibited:

- Auto Parts and Accessory Sales (Indoor)
- Auto Repair, Minor
- Cemetery or Mausoleum
- Fairgrounds or Exhibition Area
- Hospital (Residential)
- Theater (Open Drive-In)
- Aquariums

The following uses are allowed only with a Specific Use Permit:

- Group Day Care Home
- Rehabilitation Care Facility (Halfway House)
- Halfway Houses
- Retirement Housing for Elderly
- Hospital, Acute Care
- Hospital Chronic Care

Setbacks & Building Height

Any new or additional development of the property shall be subject to the following standards:

Front Setback	Fifteen (15) Feet
Rear Setback	Five (5) Feet
Interior Side Setback	Ten (10) Feet
Street Side Setback	Fifteen (15) Feet
Maximum Building Height	Thirty-Five (35) Feet

Screening

Additional screening will not be required for the existing property conditions. Any new or additional development of the property shall be subject to the following standards:

- Screening must be of a minimum of six feet in height or a height sufficient to obscure the area or equipment requiring the screening, whichever is less. The screening may be provided by plants, a solid screen fence or wall, or a combination thereof. Chain link fencing may not be used as a screening material.
- Screening is required for all trash receptacles, dumpsters and recycling.
- Screening is required for all new mechanical units, including HVAC units, unless the unit is replacing an existing unit and is of the same or smaller size.
- Screening is required for any additional parking so that parked vehicle headlights cannot shine into neighboring residences.
- Screening is required for any outside storage areas.

Future Development

Any future development or additions to the site beyond what is existing will conform to the requirements of this Planned Development, B-1 zoning requirements and the City of Taylor's Code of Ordinances, as applicable.

Parking

All parking required in this Development Plan shall be on-Property, and not on public right-of-way. All required parking is existing in Parking Lot A, which includes the 38 parking spaces as shown in Exhibit B, and no additional parking shall be required regardless of the use.

Paving

Alternative paving materials that help mitigate local flooding issues and that reduce non-permeable surface areas are permitted for use in all parking areas on the property, subject to:

1. Permeable interlocking concrete pavers and permeable pavers shall have a design that provides sufficient compressive strength for Fire Lanes, should Fire Lanes be required by the City of Taylor Code of Ordinances.
2. Fire Lanes are permitted to be designated with the materials and products provided by the paving system manufacturer.
3. Products and underlying drainage material shall be installed per manufacturers' specifications and sub-grade soils shall be compacted as required per the product installation specifications.
4. Decomposed granite and crushed rock may not be used unless the material is contained within the voids of a grid system.
5. All paving shall be compliant with all other provisions of the City of Taylor Code of Ordinances and any applicable standards or guidelines, including accessibility standards.

Exhibit A – Area Zoning Map

Zoning surrounding the subject property at 602 W 12th Street, which was formerly the Taylor ISD Administration Building.

Site Plan & Existing Development

Two (2) existing buildings and an existing parking lot are located on the Property as shown in "Exhibit B". The Site Plan showings the existing site development and configuration.

Exhibit B – Existing Site Plan

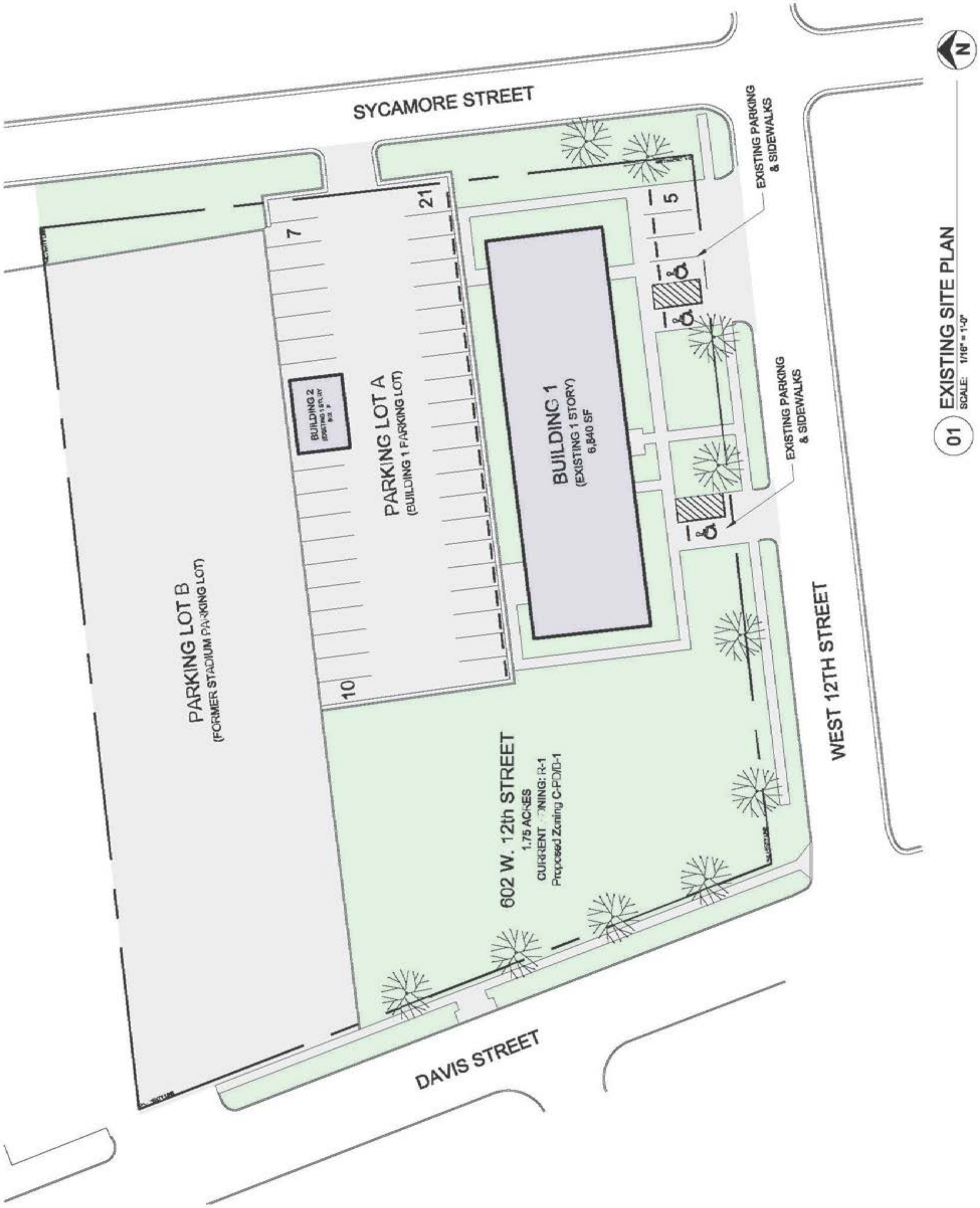

Exhibit C – Existing Property Photos

View from the intersection of Davis Street & W. 12th Street, looking east.

View from Davis Street, looking east.

City of Taylor
PZ-2019-1124
Located at 602 West 12th Street
Staff Report

Requested Action: Amend the official zoning map to Local Commercial (B-1) Base Zoning District with a Commercial Planned Development Overlay on a parcel of land approximately 1.75 acres from Single-Family Zoning District (R-1).

Applicant: East Wilco 95/Cliff Olle

Subject Property: Is approximately 1.75 acres, more or less, more particularly described by Williamson Central Appraisal District Parcel R430315; part of and out of the John Winsett Survey, Abstract No. 661, located at the northeast intersection of West 12th Street and Davis Street, Taylor, Williamson County, Texas.

Parcel Information
Current Zoning: Single-Family Residential (R-1)
Current Use: Vacant Office Building
Proposed Zoning: (B-1/CPD)
Future Land Use Plan: Semi-Public/Institutional

Adjacent Parcel Information

Direction	Land Use	Zoning
North	Football Stadium	Single-Family Residential, (R-1)
South	West 12th Street R.O.W and Single-Family Residential	Single-Family Residential, (R-1)
East	Sycamore Street R.O.W., Single-Family Residential and Public Park with amenities	Single-Family Residential, (R-1) and Park (P)
West	Davis Street R.O.W. and Single-Family Residential	Single-Family Residential, (R-1)

Purpose:
The applicant is proposing to re-zone and add an overlay to the subject property. At this time the existing buildings located on the subject property are vacant. The purpose of the request is to rehabilitate and redevelop the existing buildings for continued use in the future.

Staff Analysis:

As City Staff we are charged with using the Comprehensive Plan as a guide to make recommendations to the Planning and Zoning Commission on proposed re-zoning requests. The subject Property is designated Semi-Public/Institutional on the Future Land Use Plan map. As Semi-Public/Institutional land uses are non-residential the request is consistent with the FLUP map designation. The uses associated with the Semi-Public/Institutional narrative in the Comprehensive Plan consist of a wide range of uses from schools to electric substations[1] so a change to B-1/CPD may be tailored so that the uses and standards allow integration into the existing neighborhood.

Additionally, Chapter 4 of the Taylor Comprehensive Plan is devoted to Land Use, the purpose of which is to address the use of land in Taylor so that growth and development is appropriately managed. During the process of preparing the Comprehensive Plan, land use issues were identified[2], along with Land Use Goals and Objectives with associated actions to achieve those objectives. A desire to have local neighborhood commercial uses that are accessible was noted and this became one of the Land Use Goals in the Comprehensive Plan[3]. One of the Land Use Objectives to guide us toward this goal is setting aside appropriate areas for land uses that support sustainable economic development[4]. As prescribed in the Comprehensive Plan we are charged with using our codes to make this possible e.g., zoning[5]. Using straight zoning when trying to use or re-use existing buildings that have been used by semi-public and institutional entities is difficult. Some of the contributing factors are: residential adjacency; semi-public and institutional land uses are not residential land uses but are permitted in residential zoning districts; existing buildings may not meet the current zoning codes as they change over

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[1] *Taylor Independent School District schools and offices, churches, cemeteries, VFW and SPJST buildings, City (City Hall, Library, Airport, Fire and Police stations, Public Works and other City owned facilities), Post Office, State, Federal, and Williamson County facilities, City and County owned facilities other governmental facilities such as, libraries, fire stations, landfills and post offices, as well as utility facilities such as water storage facilities, electrical substations and telephone facilities. Page 4-6, Taylor Comprehensive Plan, 2004*

[2] ***Desire for City to be more pedestrian friendly** – "Walkability", "connectivity", and linkages are terms that denote the desire for all areas of a community to accessible without the use of a car. When residents and visitors can walk, jog or ride a bike in a safe, comfortable and secure environment they will feel that they can travel conveniently from residence to places; work, school, recreation, and shopping. Page 4-2, Taylor Comprehensive Plan, 2004*

[3] ***Land Use Goal:** A variety of safe, attractive, accessible, high quality residential, commercial, industrial, and recreational land to meet the needs of Taylor's current and future population while preserving the historical structures and small town atmosphere of the City. Page 4-11, Taylor Comprehensive Plan, 2004*

[4] ***Objective L3**: Provide viable retail, office and industrial areas that support opportunities for economic development. , 2004*

[5] ***Action L3.9:** Review and monitor zoning and other development ordinances to achieve appropriate regulations and district designations to keep commercial areas viable, encourage redevelopment, and ensure quality new development., 2004*

time and sometimes the existing development is out of scale for the surrounding built environment. Consequently, working within the parameters we have, rezoning the property to B-1 with a Commercial Planned Development (CPD) overlay is the action that can be taken to allow the subject property to be re-used with standards that are compatible with the adjacent neighborhood and achieve the land use goal of providing neighborhood retail and service uses in convenient proximity to residential neighborhoods[6].

By using a CPD overlay[7], we can work toward meeting the general planning policies so the adjacent residents benefit from this development[8]. As protecting the existing

---

[6] ***Retail/Office***

- *Neighborhood retail and service uses should be located at intersections of arterial or collector streets or at the edge of neighborhood areas unless appropriately placed within a planned development. Page 4-8, Taylor Comprehensive Plan, 2004*

[7] ***2.18.1 Purpose***

The CPD district is intended to allow and encourage greater design flexibility and variety in commercial planned developments.

2.18.2 Applicability

The CPD district is an overlay district that modifies the standards of the underlying base district. The CPD district may only be applied in areas zoned B-1 and B-2, and shall be indicated on the Zoning Map with the base district symbol followed by a slash and the CPD district symbol (i.e., B-2/CPD). All regulations of the underlying base district that are not in conflict with the regulations of the CPD district shall apply. In the event of conflict between the regulations of the CPD district and the underlying base district, the regulations of the CPD district shall control.

2.18.5 Unified Design Requirements

The CPD district shall be developed under unified control as an integrated development project, with common building design, signage and landscaping standards. City of Taylor Zoning Ordinance, 2001

[8] ***In General***

- *Neighboring land uses should not detract from the enjoyment or value of properties.*
- *Potential negative land use impacts (noise, odor, pollution, excessive light, traffic, etc.) should be considered and minimized.*
- *Transportation access and circulation should be provided for uses that generate large numbers of trips. Pedestrian and bicycle access should be addressed where appropriate.*
- *Compatibility with existing uses should be maintained. Well-planned, mixed uses that are compatible are to be encouraged.*
- *Adequate public infrastructure and facilities should be provided to support development, thereby encouraging prudent growth management.*
- *Retail development should be clustered throughout the City and convenient to residential areas.*

neighborhood is paramount, the development standards should be tailored to match the existing conditions as much as possible. In the B-1 Zoning District, the development standards are not the same for all land uses i.e., the setbacks are not based on land uses being the same, compatible or incompatible but on the proposed use of the subject property. The setbacks in the proposal are tailored to this development so any future development will be more consistent with the existing adjacent development, which is primarily zoned R-1 and residential in use. The setbacks for residential development in the B-1 Zoning District are more restrictive than the setbacks for commercial development in the B-1 Zoning District[9]. However; the current setback requirements for residential development are not being met by the existing residential so tailoring the development standards may help to promote compatibility[10]. An additional benefit to

---

- *Buffers should separate retail/office uses and residential areas. µ Downtown should be the major location for office, retail, service institutions and public use activities, particularly focusing on adaptive reuse of existing structures or redevelopment of vacant or industrial parcels.*
- *Office and professional uses should be compatible with nearby residential areas and other uses through appropriate building height. Pages 4-7 and 4-8, Comprehensive Plan, 2004*

9

Requirement		B-1 Residential	B-1 Commercial	Proposed by Staff
Setback	Front	25 feet	10 feet	15 feet
	Rear	10 feet	None	10 feet
	Side (Interior lot)	5 feet	None	5 feet
	Street Side	25 feet	10 feet	15 feet
	Side with residential adjacency	5 feet	10 feet	15 feet
Height		45 feet	45 – 80 feet	35 feet

Table 4.2, Taylor Zoning Ordinance, 2001

10 ***ARTICLE III: - NON-RESIDENTIAL DISTRICTS***

2.12 - B-1, Local Business District

2.12.1 Purpose

The B-1 district provides for adequate high-density commercial development within the City, while maintaining consistency and continuity within the community.

2.12.2 Use Regulations. (Section 3.2)

2.12.3 Property Development Standards

1. Minimum Lot Area: Non-residential: None. Residential: six thousand (6,000) square feet.

2. Maximum Density: One (1) dwelling unit per one thousand (1,500) square feet.

3. Minimum Yard Setbacks:

a. Front Setback: Non-residential: ten (10) feet. Residential: twenty-five (25) feet.

b. Rear Setback: Non-residential: None. Residential ten (10) feet.

c. Interior Side Setback: Non-residential: None. Adjoining Residential District: ten (10) feet. Residential: five (5) feet.

d. Street Side Setback: Non-residential: ten (10) feet. Residential: twenty-five (25) feet.

incorporating tailored setbacks is management of the development pattern in the future. As this proposal is infill development, the opportunity to expand, plat for residential development or raze a building and re-build could occur. Using the proposed setbacks will help to create continuity and a sense of cohesiveness with the existing neighborhood.

In the Zoning Ordinance, land uses are permitted by-right or by condition of a specific use permit. The requirement for a specific use permit in the land use tables shall remain with exception of retail greenhouses and assisted living facilities, which shall be permitted by-right. To manage future development, the CPD proposes some changes to the land use tables; Prohibited Land Uses and Specific Use Permit[11].

At this time, screening[12] is used to mitigate between different land uses. Staff would like to adjust the requirement. In order for the existing building to be re-used and incorporated into the neighborhood the CPD proposes screening off-street parking spaces that face the existing residential development rather than screening the entire development. Other screening regulations for loading spaces, dumpsters, outside storage and mechanical equipment shall be required. Also, one of the types of screening

---

4. Maximum Building Height: forty-five (45) feet, except that a building may increase to a height of eighty (80) feet if set back from all required setbacks a distance of one foot for each two feet of additional height above forty-five (45) feet. Taylor Zoning Ordinance, 2001

11

Local Commercial Zoning District (B-1) with a Commercial Planned Development Overlay				
Prohibited Land Uses				
Aquariums	Fairgrounds or Exhibition Area	Electrical Energy Generating Plant	Hospitals (Residential Facilities)	Cemetery
Automotive Repair (Minor)	Auto Parts and Accessory Sales	Electrical Substation (High Voltage Bulk Power)	Theatre (Open Drive-In)	Mausoleum
Specific Use Permit				
Hospitals (Acute Care, Chronic Care)	Group Day Care Home	Retirement Housing for Elderly	Rehabilitation Care Facility (Halfway House)	Halfway Houses

12 In 4.2 - Non-residential Property Development Standards …

Screening and/or landscaping shall be placed along the perimeter of any district that is non-residential where it borders a residential district. The screening and/or landscaping shall be a minimum of six (6) feet and continuous in nature so as to not allow viewing through the obstruction and shall be maintained in good repair if structural or of a living material.

permitted in the Zoning Ordinance is chain link fencing. As chain link fencing is not opaque it serves little purpose with regard to screening so removing it from the permitted materials will help to ensure compatibility through screening[13].

To promote walkability and buffering with open space, the CPD proposes limit the total number of off-street parking spaces to the existing 38 spaces.

Finally, the CPD provides for some alternative paving materials for parking areas and drive aisles.

Staff Recommendation

Staff recommends approval of the requested re-zoning with the Commercial Planned Development overlay, which includes tailored development standards and adjustments to the land use tables.

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:

- **Is the re-zoning consistent with the Comprehensive Plan?**

  The staff analysis indicates that this request for re-zoning is consistent with the Comprehensive Plan as the re-zoning would permit the re-use of existing resources while providing commercial development within walking distance of adjacent existing development. A *desire for all areas of a community to be accessible without the use of a car* was expressed as a Key Issue in the Comprehensive Plan.

  The Land Use Goal associated with the Key Issue noted above includes providing areas for high quality commercial development to meet the needs of residents that is accessible. The associated Land Use Objective to provide areas for viable economic development and ***Action L3.9:*** *Review and monitor zoning and other development ordinances to achieve appropriate regulations and district*

---

[13] ***Chapter 11. – Definitions***

Screening Device - A barrier or enclosure made of stone, brick, pierced brick or block, wood, or other permanent material of equal character, density, and acceptable design, including but not limited to masonry walls, chain link fences, barbed wire fences, picket fences and privacy fences. Taylor Zoning Ordinance, 2001 *designations to keep commercial areas viable, encourage redevelopment, and ensure quality new development.*

The Planning Principles and Policy Guides recommend using Planned Developments (PDs) to facilitate development. The PD approach is particularly helpful for infill development. The PD provides the opportunity to tailor the zoning to the development; to ensure the least negative impact on any land use as stated in the Planning Principles and Policy Guides. Planning Principles and Policies are particularly concerned with any negative impacts on residential uses. Tenets of principles and guides promote mitigation for differing land uses and compatibility. Re-zoning to B-1 and incorporating the PD overlay is consistent with the Planning Principles and Policy Guides as would support tailoring the permitted land uses and development standards for the proposed development on an individual basis rather than a one size fits all approach.

- **Is the re-zoning compatible with the surrounding area?**

  The staff analysis indicates that the re-zoning is compatible with the surrounding uses. Tailoring the permitted land uses to the subject property will help to manage its re-use so that appropriate land uses are established. The higher standards incorporated into the overlay will promote a contextual cohesion with regard to the future development of the subject property and the surrounding development.

- **Does the re-zoning promote the public health, safety, or general welfare?**

  The purpose of the Comprehensive Plan and the City's development ordinances is to promote the health, safety and general welfare by promoting safe, orderly and economically sustainable development. According to the staff analysis, the purposes of the Planning Principles and Policy Guide of the Comprehensive Plan will be met as the proposed development will comply with all ordinances and the development standards incorporated in the CPD overlay.

- **Is adequate infrastructure available or planned to meet the needs of the proposed land use?**

  As this is infill development there is adequate infrastructure for the proposed redevelopment, including frontage on a collector road and a connection to Main Street. As stated in the Comprehensive Plan, "*We would like to be a community that is prepared for and amenable to new development while recognizing the fundamental importance of its established neighborhoods, corridors, and historic areas."* This development fulfills that vision by locating where the City established a development pattern for the efficient use of land, infrastructure, and fiscal resources.

- **Do current conditions indicate that a re-zoning is necessary?**

  As mentioned in the Staff Analysis, it is difficult to rehabilitate and redevelop sites and buildings that were established by institutional and semi-public entities because institutional and semi-public land uses are permitted in residential zoning districts while private service industries are not. Redevelopment of the subject property for a private office, a boutique, a barber shop or deli, etc. is not possible at this time without a change of zoning that permits neighborhood oriented land uses such as B-1. The overlay permits tailoring the land uses further and incorporating development standards that accommodate this particular site.

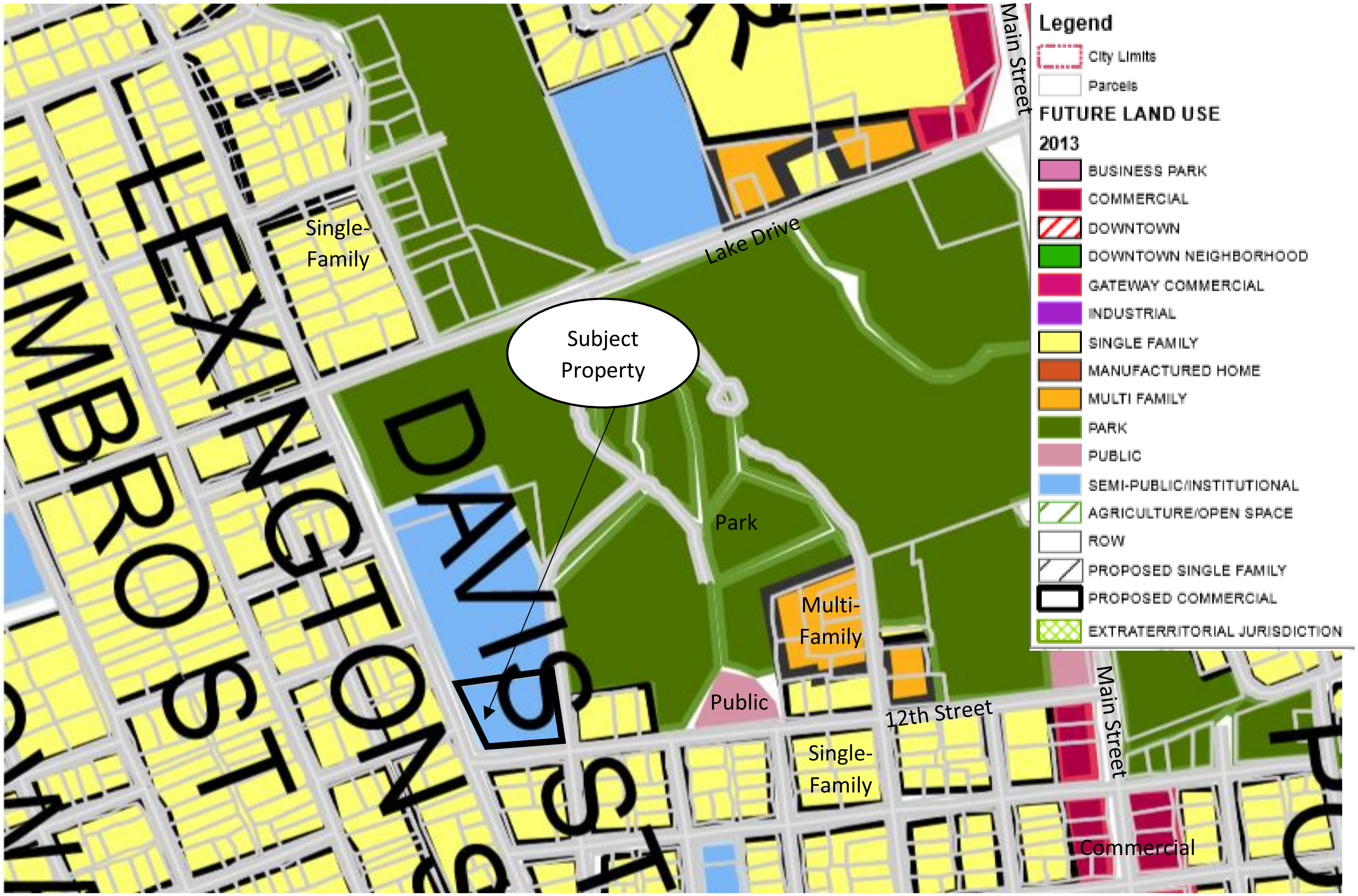
Attachments:

1. Proposed Ordinance 2019-18
2. Zoning Map
3. Future Land Use Plan Map

Planned Development – B-1 Base Zoning
602 West 12th Street
Approximately 1.75 acres

Exhibit "C"

Future Land Use Plan Map
Semi-Public/Institutional



City of Taylor
City Council
April 11, 2019

PZ-2019-1124
Ordinance 2019-18

1.75 acres, part of and out of the John Winsett Survey, Abstract No. 661, located at the northeast intersection of West 12th Street and Davis Street, Taylor, Williamson County, Texas, addressed as 602 W. 12th Street, Taylor, Williamson County, Texas.

Rezoning

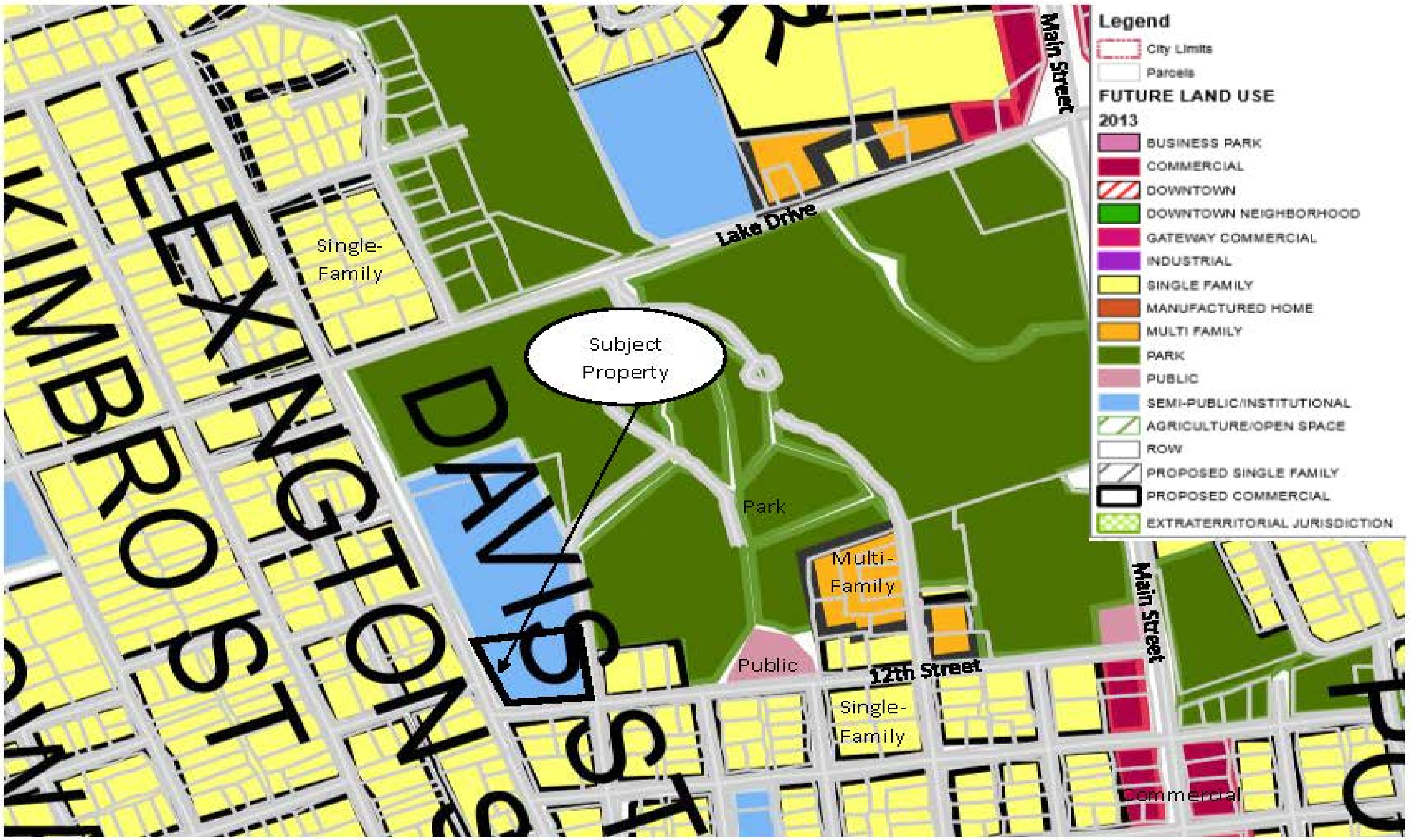
FROM: Single-Family Residential
Zoning District (R-1)

TO: Local Commercial Zoning District with a Commercial Planned Development Overlay (B-1/CPD)

Subject Property

Planned Development – B-1 Base Zoning
602 West 12th Street
Approximately 1.75 acres

Future Land Use Map



Analysis

- The re-zoning is consistent with Future Land Use Map
- B-1/CPD zoning is compatible with the surrounding land uses as the uses and standards will be tailored

Recommendation

An update will be provided at the meeting.

City Council Meeting
April 11, 2019

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 6

Agenda Title: **Discuss and consider Heritage Square rental policy and fee schedule**

Council Action to be taken: Approve as presented or with corrections if needed.

Department Submitted: Parks and Recreation

Staff Contact: Larry Foos, Director

1. PURPOSE/DESCRIPTION

The purpose of this item is to consider a usage policy and fee structure for the Heritage Square Pavilion and Amphitheater.

2. STAFF ANALYSIS (Why and How)

Staff envisions the park to be highly utilized by citizens. The park amenities (splash pad, play areas, shade for sitting, grassy areas, pavilion and amphitheater) will attract families/crowds throughout the day and evening.

The park is only 2 acres; pavilion rentals for birthdays, reunions and other activities will attract many more people to the park. We believe that if the pavilion is made available to the public for private rentals, the crowds will detract from the park experience for the everyday user.

The park pavilion needs to be strategically scheduled for public activities only, such as farmers markets and concerts in the park.

There are other pavilion options for rentals: 2 in Murphy Park, 1 in Bull Branch, 1 in Robinson Park, and 1 in the Taylor Regional Park.

The reservation policy dictates that pavilions can be reserved up to a year in advance. Reserving the Heritage Square Pavilion in this manner could cause booking issues with downtown events and future events that could be planned for the entire public.

Private rentals will increase the amount of maintenance needed to keep the park in pristine condition.

3. RECOMMENDATION

Staff recommends that the Heritage Square Pavilion be available for public events that are open to the general public. Staff would like the opportunity to work with groups and organizations that want to have events that are available to the public.

Proposed Fees

Fee Schedule – Amphitheater
All day - $500 $250 refundable deposit

Fee Schedule – Pavilion
All day - $300 $150 refundable deposit

4. FUNDING SOURCE

General Fund

5. TIMELINE

Effective upon approval

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

6a Pavilion and Amphitheater Rental Policy

Heritage Square

Pavilion & Amphitheater Rental Policies

Availability: HERITAGE SQUARE PARK PAVILION AND AMPHITHEATER ARE ONLY AVAILABLE FOR PUBLIC EVENTS

- A special event permit is required for all events where the general public is invited.
- The City designee has the right to refuse rental if the proposed event conflicts with scheduled events or if the proposed use is perceived to be physically detrimental to the facility. All rentals must be approved in writing by the designee. Exceptions to the rental policy may be permitted with prior approval of the City.

Set Up Requirements:

- It shall be the responsibility of the person signing the rental agreement to be on-site for the entire duration of the rental and to comply with and enforce all City policies, rules, and regulations pertaining to pavilion and amphitheater usage.
- Renter shall comply with all laws – federal, state and local – including all ordinances of the City of Taylor and all rules, regulations, and requirements of the Parks and Recreation, Police, and Fire Departments.
- Renter is responsible for the set up and clean-up of the facility and must include time needed for set up, decoration, and clean up in the requested rental time.
- Renter shall be permitted to use only the areas which have been rented during the time period. Renter shall not do or permit to be done, in or upon any portion of the facility or its premises, anything that will obstruct or interfere with the rights of the other renters of the facility.
- At no time shall a renter sub-lease or assign its rental to another individual, group, or organization.
- Additional services which are not normally provided by the City such as special sound and lighting equipment, additional stage facilities, extra electrical and utility services, etc., must be furnished solely by the individual or association who agrees to acquire necessary electrical, health, sound, and other permits as may be required and to comply with all codes and laws of the City of Taylor.
- Water access is limited to the restroom sinks and water fountains.

Decorations:

- Renter requiring additional services/equipment other than which are normally provided by the facility must be furnished solely by the renter and are subject to the department's approval. Renter agrees to assume all necessary expenses.
- Renter shall not be permitted to nail, tack, screw, or otherwise physically attach materials to any part of the facility. Masking tape, painter's tape or scotch tape are preferred, if necessary. No items may be hung from the ceiling. All decorative materials must be treated with flame proofing and meet the requirements of the City of Taylor Fire Codes.
- All decorations must remain inside area that is rented and completely removed at conclusion of rental.

Cleaning Requirements:

- All trash must be bagged and disposed of properly in trash receptacles. Large events may be required to provide dumpsters.
- All decorations must be removed.
- The City will be reimbursed by user/renter/group for any costs incurred due to damages or additional cleaning, an additional charge may be deducted from the damage deposit.

Cancellation:

- If a rental needs to be rescheduled due to weather or schedule conflicts, the renter must contact the designated number by the next business day following their rental date to reschedule or request a refund.

Security Requirements:

- One chaperone (at least 21 years old) shall be required for every 25 minors (up to 18 years of age). Chaperones shall be present when the rental begins, be present throughout the rental time, and shall not leave the area until all youth have vacated the immediate area.
- City staff shall reserve the right to determine whether police security shall be required during a scheduled activity and, in collaboration with the Taylor Police Department, shall determine the amount of security required during the occupancy of the facility. If the renter refuses to assume the cost of such police security, then the rental shall be subject to cancellation. If a rental requires an off-duty officer, a background check will be completed on the renter.
- All applications must state the maximum expected attendance. A rental may be shut down immediately by City staff or Taylor Police Department without refund of deposit or rental fees on the following conditions:
    1. If expected attendance exceeds maximum number stated by greater than 10%.
    2. Breach of the Peace.

Prohibited Activities and Items:

- Sidewalk chalk, confetti eggs, water balloons and piñatas are prohibited.
- Commercial solicitation and transactions are prohibited.
- Golfing, archery, remote control vehicles including planes, and horseback riding are prohibited. Firearms are prohibited except as authorized by law. Pets shall be kept on a leash at all times.
- Bounce houses are not allowed on any grass area of the park.
- Glass containers ARE NOT permitted in the parks, leased facilities, or parking lots.
- Where vehicle parking lots or areas have been set aside in any park in the city, no vehicle shall be driven over or across the curbs, sidewalks, grass or lawn within the park, and vehicles shall be parked in the parking lots or areas as designated and not elsewhere unless approved by City staff.
- Campfires and open burning is not allowed in Heritage Square Park. Personal barbeque grills are allowed in the parking lot only.

Disclaimer:

- The City reserves the right to cancel a rental at any time. Any rental found to be in violation of the rules stated will be subject to loss of its security deposit and shall be grounds for prohibiting future use of City facilities.
- Bounce Houses/Amusements: Must be approved by City designee. Liability insurance policy with limits of $1,000,000 will be required listing the City of Taylor as additionally insured. Generators (not provided by the City) must be used for all bounce houses/amusements.
- Renter agrees to indemnify and hold harmless the City, its agents, and employees from and against any claims for damages to persons or property arising out of any use of the facility and its premises by renter. The renter does hereby assume all liability and responsibility for bodily injuries, claims, or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, occurring in connection with the use of the facility or its premises by renter, his or its agents, servants, employees, contractors or subcontractors. The City assumes no responsibility for any property placed in or about the facility.

YOUR SIGNATURE WILL BE COLLECTED ON THE SIGNATURE PAD DURING BOOKING

Fee Schedule – Amphitheater

Deposit:

$250 refundable deposit

Rental:

All day - $500

Fee Schedule – Pavilion

Deposit:

$150 refundable deposit

Rental:

All day - $300

Police Fees (established by ordinance)

$42.00 per hour per officer, with a three hour minimum. If a police vehicle(s) is needed, then the cost is $25.00 per hour per vehicle.

City Council Meeting
April 11, 2019

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 7

Agenda Title: **Consider rankings for the Williamson County Bond Program**

Council Action to be taken: Accept, reject, or change the rankings made by the Interim City Manager, Public Works Director and the City Engineer.

Department Submitted: Public Works

Staff Contact: Jim Gray, Director

1. PURPOSE/DESCRIPTION

The City Public Works Department would like the Council to review and comment or change rankings for the County Transportation Bond Projects.

2. STAFF ANALYSIS (Why and How)

The County has requested Taylor City Council support and ranking of three projects affecting the City of Taylor. The Staff and City Engineer have ranked the projects according to short and long term goals for the City. The County has asked us to complete the rankings by April 12th. Once we have given them our selections we will bring back a resolution of support on April 25th for the Council to approve. The Council may choose to rank any or all of the selections presented tonight.

1) Project E1
2) Improvements to CR 366
3) Acquire ROW to widen Chandler Road

3. RECOMMENDATION

The first staff selection was Project E 1 which would improve FM 3349 at Highway 79. E1 would go South from the intersection of FM 3349 and Highway 79 continue West around the FM 3349 and FM 1660 intersection. From the intersection it would travel West to Toll Road 130. This project would help with the development of Highway 79 and the RCR Taylor Logistics Park. The total project would connect Highway 79 to Texas 130.

The second staff selection was CR 366 between Chandler Road and Carlos Parker. This project would rebuild and expand the existing road. It would also straighten out the curve improving business opportunities and safety at the intersection. This project has completed design and is waiting on funding. The City previously committed $200,000.00 to the project.

The final staff selection is the project acquiring ROW for the future expansion of Chandler Road. The existing ROW is 220 feet. The County is proposing expanding the ROW to 350 feet. This is part of the County's plan to expand Chandler Road and eventually continue it out east of Taylor as part of a loop to Highway 79 on the east side of Taylor.

4. FUNDING SOURCE

The only funds the City has looked at are the funds for CR 366. Staff is not currently recommending any additional funding commitments.

5. TIMELINE

We do not know a timeline for any of these projects. The bond election is scheduled for November 2019.

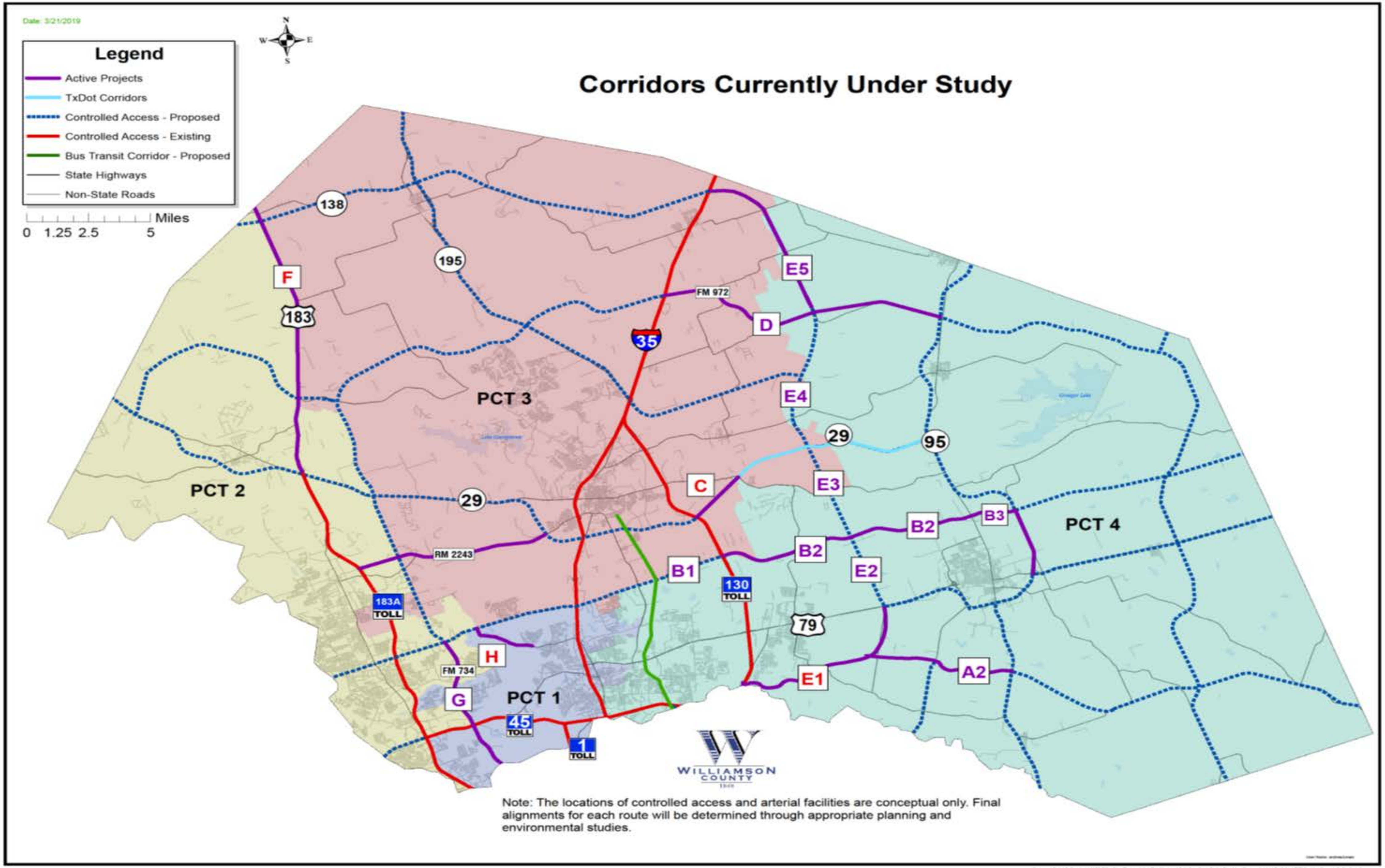
6. PRIOR COUNCIL ACTIONS TAKEN

Resolution R06-17, support for the CR 366 project.

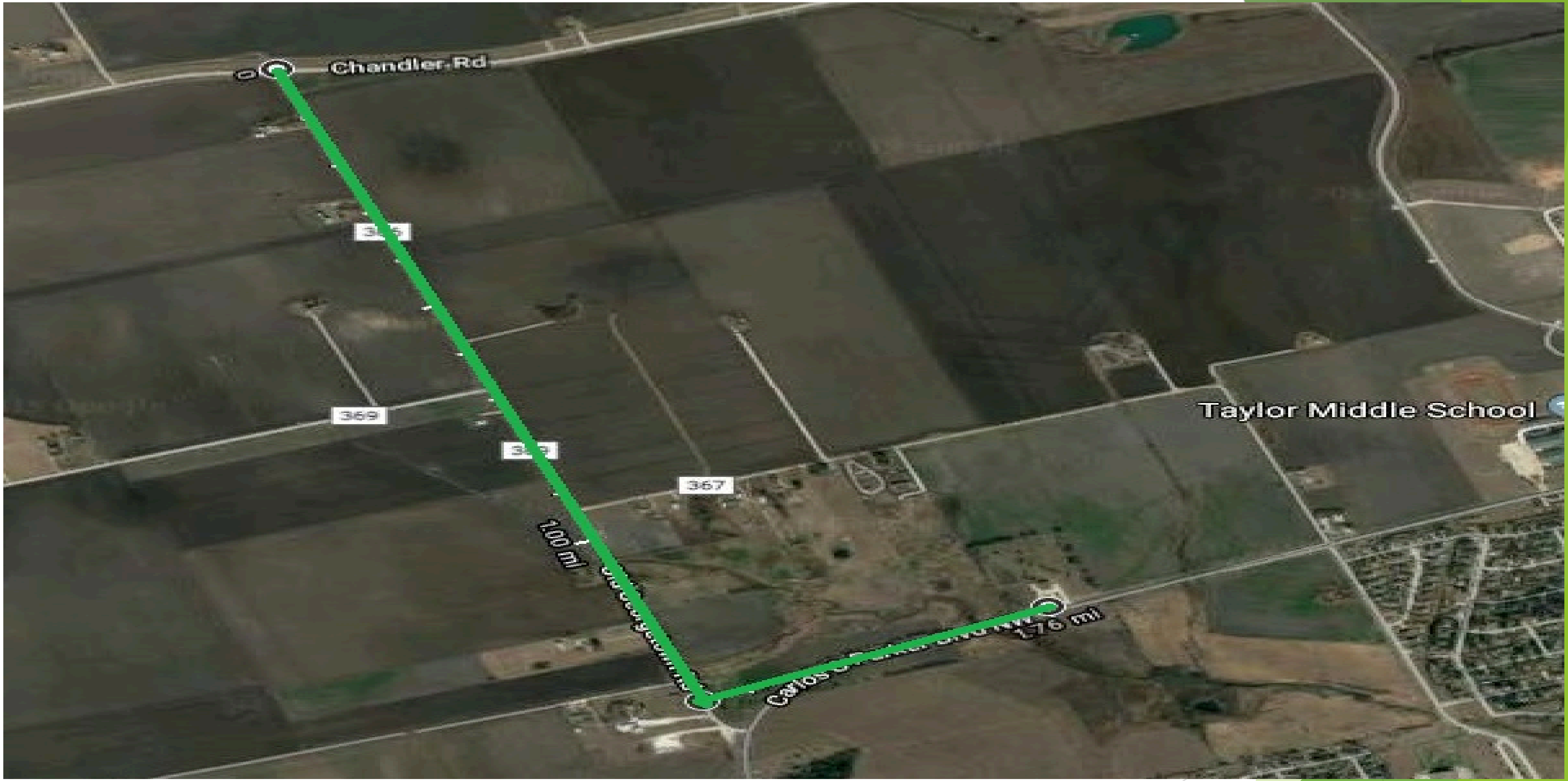
7. OTHER OPTIONS (In order of preference)

8. ATTACHMENTS

7a Maps
7b Resolution R06-17

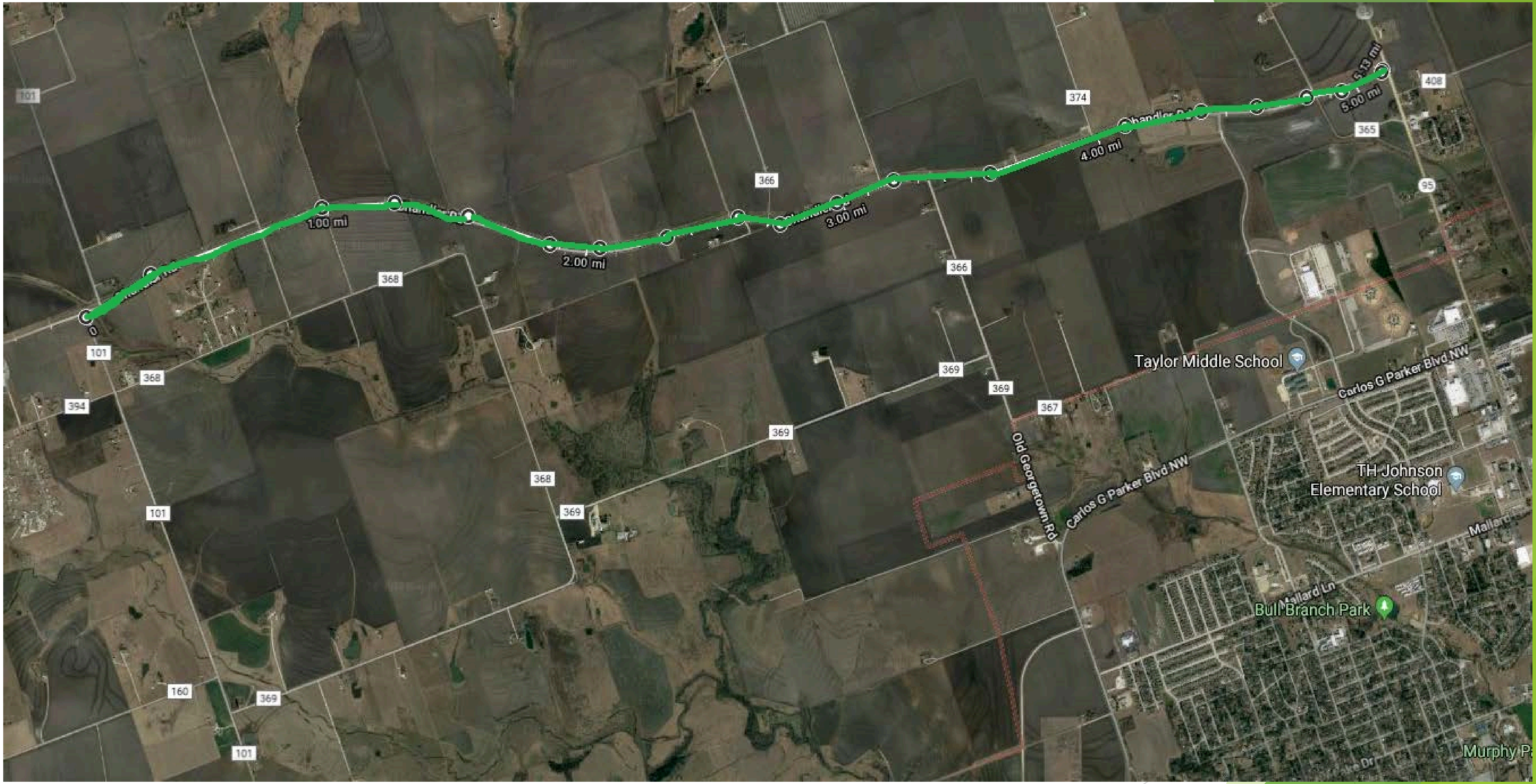


Date: 3/21/2019
Legend
Active Projects
TxDot Corridors
Controlled Access - Proposed
Controlled Access - Existing
Bus Transit Corridor - Proposed
State Highways
Non-State Roads
0 1.25 2.5 5 Miles
Corridors Currently Under Study
PCT 1
PCT 2
PCT 3
PCT 4
A2
B1
B2
B3
C
D
E1
E2
E3
E4
E5
F
G
H
138
195
183
35
29
95
79
RM 2243
FM 972
FM 734
183A TOLL
130 TOLL
45 TOLL
1 TOLL
WILLIAMSON COUNTY
Note: The locations of controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.



CR 336 From Chandler Rd. to Carlos Parker BLVD

1.76 miles



Chandler Road

5.13 Miles

RESOLUTION R06-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS IN SUPPORT OF INCLUDING PROPOSED CHANDLER ROAD AND COUNTY ROAD 366 IMPROVEMENTS ON THE NOVEMBER 2006 COUNTY WIDE ROAD AND PARK IMPROVEMENTS BOND ELECTION.

WHEREAS, the Williamson County Commissioners Court is planning to submit a list of potential bond funded roadway and park projects to the voters of the County of Williamson for approval in November 2006; and

WHEREAS, proposed Chandler Road is a critical transportation link that is crucial to the efficient and effective traffic circulation and economic development of the city of Taylor, and

WHEREAS, CR 366 is also a critical thoroughfare that is essential to the effective and efficient circulation of traffic in and through the Taylor area and the improvements to this arterial will enhance local and regional transportation,

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

SECTION 1: That the City Council wishes to make it known to the Williamson County Commissioner's Court that the Council supports the placement of proposed Chandler Road that will traverse East Williamson County, on the list of projects to be submitted to the voters for approval for bond funding, and

SECTION 2: That the City Council wishes to make it known to the Williamson County Commissioner's Court that the Council supports the placement of improvements to CR 366 from Carlos G. Parker Blvd. to SH 29, on the list of projects to be submitted to the voters for approval for bond funding.

INTRODUCED, PASSED, AND APPROVED ON THIS 20th DAY OF JULY, 2006.

Bernabe Gonzales

Bernabe Gonzales, Mayor
City of Taylor

ATTEST

Susan Brock

Susan Brock
City Clerk

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

City Council Meeting
April 11, 2019

Agenda Item #: 8

Agenda Title: **Consider and Discuss amending the SADYA Holiday Inn Express 380 Agreement**

Council Action to be taken: Approve modifications

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Interim City Manager

1. PURPOSE/DESCRIPTION

The City of Taylor approved the 380 agreement to build a new Hotel back on January 11, 2018 with a final Certificate of Occupancy requirement date of May 31, 2019. In discussions with SADYA they have indicated they are 50/50 on whether they will make this date due to a variety of construction issues. SADYA requested amending the agreement to allow for a 90 day extension to August 31, 2019, which would allow them to receive the incentives. The City of Taylor staff negotiated the updated terms, which allows the extension and delivery timeframes they must meet or their incentives will be reduced.

2. STAFF ANALYSIS (Why and How)

The original 380 agreement was done in order to incentivize the developer to do this project. The City of Taylor wants to continue our partnership with SADYA in order to allow Taylor additional Hotel options that will help with the growing tourism in Taylor. At the same time, the City has expectations from partners to meet construction deadlines and to produce a product the community desires. The incentives were amended to place some accountability on the developer to deliver in the expected timeframes with no more delays.

3. RECOMMENDATION

Amend SADYA 380 agreement.

4. FUNDING SOURCE

N/A

5. TIMELINE

See attached previous timeline.

6. PRIOR COUNCIL ACTIONS TAKEN

October 13, 2016 Approved 380 agreement for a new Hotel with SADYA
September 28, 2017 received update on hotel development from SADYA.
November 9, 2017 amended update on the hotel development with SADYA
January 11, 2018 received update and amended timeline with SADYA
March 28, 2019 received update and discussed agreement in Executive.

7. OTHER OPTIONS (In order of preference)

Do not grant extension.

8. ATTACHMENTS

8a Holiday Inn summary
8b 2019 proposed Agreement amendment
8c 2018 Amended and Reinstated Agreement

Holiday Inn

SUMMARY

DATE	Groundbreaking	Construction	CO Obtained
Oct 13, 2016		To begin May 1, 2017	By June 1, 2018
Sept 28, 2017	October 2017		Late 2018
Nov 9, 2017	Jan or Feb 2018		February 2019
January 11, 2018	February 2018	To begin by April 11, 2018	By May 31, 2019

February 11, 2016 –

RECEIVE UPDATE ON HOTEL PROJECT.
Mr. Nimesh Patel presented a brief update on his plans to enter into an agreement with the city to bring a name brand hotel to the city within the year. He cited funding issues for the delay but assured council that the project was moving forward. He provided a site plan layout of a La Quinta.
No action was taken on this item.

October 13, 2016 –

CONSIDER APPROVING A 380 ECONOMIC DEVELOPMENT AGREEMENT FOR A NEW HOTEL.
Mr. Turner presented a request to approve an agreement with SAYDA Capital LLC for a hotel development project. The details of the agreement were based on an earlier proposal but now includes increased capacity with more rooms and a larger meeting room. Mr. Nimesh Patel was present to respond to questions and is planning for construction to begin no later than May, 2017.
Presentation at meeting states:

- 65-room or larger hotel w/meeting rooms w/minimum construction cost of $4.1M
- Begin construction May 1, 2017
- Obtain CO prior to June 1, 2018

September 28, 2017 –

RECEIVE UPDATE ON HOTEL DEVELOPMENT.
Mr. Nimesh Patel hopes to have a groundbreaking at the end of October with completion in late 2018. He cited a slight delay working with the Holiday Inn franchise to agree with all the plans including the meeting/conference room that was added at our request.

November 9, 2017 –

RECEIVE UPDATE AND CONSIDER AMENDING ECONOMIC DEVELOPMENT AGREEMENT FOR HOTEL PROJECT.
Mr. Nimesh Patel presented an updated timeline for the project with a revised completion date of February 2019.
He stated that the final site and construction plans were on schedule to be approved by the end of November with permits issued; tentative groundbreaking is set for January or February of 2018. Council Member Garcia moved to approve the amendment to the agreement as presented with a "friendly amended statement" to include a start date of no more than three months after the permits are issued.

January 11, 2018 –

RECEIVE UPDATE ON HOTEL DEVELOPMENT.
Mr. Nimesh Patel stated that he has selected two contractors and anticipates a groundbreaking in mid-February with the hotel open for business before March 2019 as per the amended agreement presented to council at the November meeting.
Mr. Patel's schedule present:

- Final site development plan approved on December 14, 2017.
- Per the Amended 380 Agreement, construction must commence within three (3) months of this date.
- Building Permit is pending approval but essentially complete, pending payment of tree mitigation
- General Contractor (GC) final selection, value engineering completion, and closing on the construction loan in December 2017
- Construction completed and secure Certificate of Occupancy by May 31, 2019 (GC will provide a detailed timeline with milestone dates to be shared with Council)

SECOND AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS
DATED APRIL __, 2019

This Second Amendment to Chapter 380 Economic Development Agreement ("Agreement") was entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation and SADYA CAPITAL, LLC, a Texas Limited Liability Company regarding the Memorandum of Understanding and Agreement dated January 9, 2018 and the Amended and Restated Chapter 380 Economic Development Agreement dated November 9, 2017, copies of which are attached hereto as **Exhibit "1"** and incorporated by reference here in as ("Memorandum of Understanding" and "Restated Agreement").

The Parties to the Agreement desire to amend the Agreement in the following manner:

1. Paragraph 4.B. of the Agreement presently states the following:

> **"Civic Center Rent.** The CITY will pay SADYA monthly rent for the Civic Center as follows:
>
> For a period of five (5) years beginning on the date the Certificate of Occupancy is issued to the Hotel and the Civic Center, the CITY will pay to SADYA a monthly rental payment equal to one hundred percent (100%) of the CITY Hotel Occupancy Tax paid on the Hotel.
>
> Beginning on the sixth (6^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ninety percent (90%) of the CITY Hotel Occupancy tax paid on the Hotel.
>
> Beginning on the seventh (7^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a

monthly rental payment equal to seventy percent (70%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the eighth (8^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to fifty percent (50%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the ninth (9^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to thirty percent (30%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the tenth (10^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ten percent (10%) of the CITY Hotel Occupancy tax paid on the Hotel.

The rental payments shall terminate, if not terminated earlier, on the eleventh (11^{th}) anniversary date from the date the Certificate of Occupancy is issued to the Hotel and Civic Center. The rental payment in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event that the CITY decreases the tax percentage rate of the CITY Hotel Occupancy Tax after the date of this Agreement, the amount of the rental payments shall continue to be determined based on the CITY Hotel Occupancy Tax percentage rate in effect on the date of this Agreement."

Paragraph 4.B. is hereby amended to read as follows:

"Civic Center Rent. The CITY will pay SADYA monthly rent for the Civic Center as follows:

For a period of five (5) years beginning on the date the Certificate of Occupancy is issued to the Hotel and the Civic Center, the CITY will pay to SADYA a monthly rental payment equal to one hundred percent (100%) of the CITY Hotel Occupancy Tax paid on the Hotel. In the event a Certificate of Occupancy is not issued to the Hotel and

Civic Center prior to February 1, 2020, this Agreement shall terminate without obligation or liability to the City payments that would otherwise be due to SADYA under this subparagraph.

Beginning on the sixth (6^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ninety percent (90%) of the CITY Hotel Occupancy tax paid on the Hotel. In the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to January 1, 2020, this Agreement shall terminate without obligation or liability to the City payments that would otherwise be due to SADYA under this subparagraph.

Beginning on the seventh (7^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to seventy percent (70%) of the CITY Hotel Occupancy Tax paid on the Hotel. In the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to December 1, 2019, this Agreement shall terminate without obligation or liability to the City payments that would otherwise be due to SADYA under this subparagraph.

Beginning on the eighth (8^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to fifty percent (50%) of the CITY Hotel Occupancy Tax paid on the Hotel. In the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to November 1, 2019, this Agreement shall terminate without obligation or liability to the City payments that would otherwise be due to SADYA under this subparagraph.

Beginning on the ninth (9^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to thirty percent (30%) of the CITY Hotel Occupancy Tax paid on the Hotel. In the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to October 1, 2019, this Agreement shall terminate without obligation or liability to the City payments that would otherwise be due to SADYA under this subparagraph.

Beginning on the tenth (10^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ten percent (10%) of the CITY Hotel Occupancy tax paid on the Hotel. In the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to September 1, 2019, this Agreement shall terminate without obligation or liability to the City payments that would otherwise be due to SADYA under this subparagraph.

The rental payments shall terminate, if not terminated earlier, on the eleventh (11^{th}) anniversary date from the date the Certificate of Occupancy is issued to the Hotel and Civic Center. The rental payment in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event that the CITY decreases the tax percentage rate of the CITY Hotel Occupancy Tax after the date of this Agreement, the amount of the rental payments shall continue to be determined based on the CITY Hotel Occupancy Tax percentage rate in effect on the date of this Agreement."

2. Paragraph 4.C. of the Agreement presently states the following:

"In the event the Hotel construction is not commenced by demolition of an existing structure from the Property prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to May 31, 2019, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

Paragraph 4.C. is hereby amended to read as follows:

"In the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to February 1, 2020, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

3. Paragraph 4.F. of the Agreement presently states the following:

"CASH GRANTS. The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars ($20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2019, 2020, 2021, 2022 and 2023 during the term of this Agreement ("Cash Grants"). The Cash Grant shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement. Notwithstanding anything stated herein to the contrary, the Cash Grants shall never exceed One Hundred Thousand and No/100 Dollars ($100,000.00)."

Paragraph 4.C. is hereby amended to read as follows:

"CASH GRANTS. The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars ($20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2019, 2020, 2021, 2022 and 2023 during the term of this Agreement ("Cash Grants"). The Cash Grant shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement. Notwithstanding anything stated herein to the contrary, the Cash Grants shall never exceed One Hundred Thousand and No/100 Dollars ($100,000.00). In the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to May 31, 2019, then the annual cash grant for year 2019 will be forfeited."

Dated this the _____ day of April, 2019.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

____
By: Nimesh Patel
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

____
By: JEFFERY JENKINS
Its: Interim City Manager

SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS

AMENDED AND RESTATED
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

RECITALS:

WHEREAS, the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation ("CITY") and SADYA CAPITAL, LLC, a Texas Limited Liability Company ("SADYA") entered into a Chapter 380 Economic Development Agreement dated October 13, 2016, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein for all purposes, and an Amendment to Chapter 380 Economic Development Agreement dated April 13, 2017, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein for all purposes; and

WHEREAS, the parties now agree to execute this Amended and Restated Chapter 380 Economic Development Agreement ("Agreement") which will amend and restate the Chapter 380 Economic Development Agreement dated October 13, 2016 and the Amendment to Chapter 380 Economic Development Agreement dated April 13, 2017 as follows:

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

WHEREAS, Chapter 351, Tax Code, authorizes the CITY to expend hotel/motel occupancy tax revenue for the acquisition, lease, construction, improvement, enlarging, maintenance, equipping and operation of a convention center facility which includes civic centers, auditoriums, parking areas, and auditoriums owned or managed by the CITY, and

WHEREAS, the Civic Center (hereinafter defined) to be located in the Hotel (hereinafter defined) will enhance and promote tourism and the hotel and convention industry and will attract visitors from outside the CITY into the CITY or its vicinity; and

WHEREAS, the CITY is granting economic benefits to SADYA in recognition of the positive economic benefits to the CITY through SADYA's construction of a hotel complying with the following requirements and as further required in this Agreement ("Hotel"):

a. the Hotel shall be a sixty-five (65) or more room business class hotel, whose brand shall be one of the following brands approved by the CITY ("Approved Brand Hotel"), and any other brand name requires separate CITY Council approval;

La Quinta
http://www.laquintafranchise.com/

Holiday Inn Express
http://development.ihg.com/s/amer-BrochurePDFViewer?brochureOfBrand=holidayinnexpress

Hampton Inn
http://www.hiltonworldwide.com/assets/pdfs/prototypes/prototype_hampton.pdf

Comfort Suites
http://www.choicehotelsfranchise.com/comforftsuites/prototype/

b. An Approved Brand Hotel in the CITY is required for the economic incentives offered by the CITY in this Agreement. Consequently, SADYA shall be obligated to construct and operate the Hotel using the guidelines and franchise agreements by the Approved Brand Hotel and as required herein;

c. the room doors shall open inside the Hotel and not to the outside;

d. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants for a fee, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet ("Civic Center");

e. the Hotel and Civic Center shall be of the type and quality approved by the CITY as a prerequisite condition to this Agreement, which approval shall be granted for the following brands:

La Quinta

Holiday Inn Express

Hampton Inn

Comfort Suites

f. the Hotel and Civic Center shall be constructed on the real property described in Exhibit "A" attached hereto and incorporated by reference herein ("Property");

g. SADYA shall operate the Hotel and Civic Center on the Property as a Hotel business during the term of this Agreement. Notwithstanding, SADYA will be entitled to transfer the benefits accruing to SADYA for the economic incentives, reimbursement grants, and Civic Center rental payments provided in this Agreement to one "Affiliated Entity" for the operation of the Hotel and Civic Center. As used in this Agreement, the term "Affiliated Entity" means any partnership, corporation, company, or legal entity controlled by NIMESH D. PATEL AND DILIP B. PATEL. For purposes of the definition of Affiliated Entity, the term "controlled by" shall mean the majority ownership interest in allowing legal control of the Affiliated Entity. SADYA shall provide information required by the CITY to verify that the Hotel and Civic Center operation is controlled by SADYA or the Affiliated Entity. The CITY will, after verification of the Affiliated Entity ownership, permit the assigned economic incentives, Civic Center rental payments and reimbursement grants to be paid to the Affiliated Entity. Except with respect to the assignment of rights under this Agreement to the Affiliated Entity, SADYA shall not assign this Agreement or any of its rights under this Agreement without the prior written consent of the CITY, which consent shall be at the sole option of the CITY; and

h. as used in this Agreement, the obligations, terms and conditions required for SADYA shall be deemed the same obligations, terms and conditions imposed on the Affiliated Entity in order to make this Agreement applicable to both. All remedies allowed by the CITY under this Agreement for default by SADYA shall be applicable to the Affiliated Entity. The Affiliated Entity shall execute instruments necessary to make it fully compliant with the terms and provisions of this Agreement as a condition for payment of the CITY Hotel Occupancy Tax reimbursement grants; and

i. SADYA shall provide two (2) fire access lanes by either easement or plat dedication with two (2) separate entrances to such fire access lanes from the property immediately to the west of the Property, as shown in Exhibit "C" attached hereto and incorporated by reference herein for all purposes, traversing the Property from East to West on the North side of the Property, by providing an easement for vehicular access, and on the South side of the Property in a manner acceptable to the CITY, allowing the CITY adequate access for fire protection and fire prevention of the Hotel and Property and all improvements located thereon. SADYA shall not be required to construct the connection between the Property and the property immediately to the west until such time as construction of improvements on the property immediately to the west begins. The CITY will notify SADYA when a site plan is proposed for the property immediately to the west. SADYA may construct a crash gate on the north-south road to be constructed along the eastern boundary of the Property to prevent through traffic other than emergency vehicles from using said road as a connection between Carlos G. Parker Blvd. and the CITY property to the north.

WHEREAS, the purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code, whereby SADYA shall construct the Hotel and Civic Center and operate the Hotel business in compliance with the CITY'S development approvals for the Hotel, Civic Center, and Hotel business during the term of this Agreement, and in consideration the CITY will reimburse CITY ad valorem property taxes and pay Civic Center rental payments in accordance with the terms of this Agreement and grant other 380 economic benefits set forth herein; and

WHEREAS, SADYA, in consideration of this Agreement, agrees to construct the Hotel and Civic Center and develop and operate the Hotel business in conformance and compliance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and SADYA agree as follows:

AGREEMENT:

1. **RECITALS**. The Recitals are incorporated into this Agreement.

2. **AUTHORITY**. The CITY'S execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and the Ordinance. SADYA'S execution of this Agreement constitutes a valid and binding obligation of SADYA to construct the Hotel and operate the Hotel business and Civic Center.

   The CITY Council finds and determines that (i) the CITY is authorized to enter into this Agreement; (ii) Chapter 351, Tax Code, authorizes the expenditure of CITY hotel/motel occupancy tax revenue for the lease, operation and management of the Civic Center; (iii) the use and management of the Civic Center as a municipal civic center is authorized by Chapter 351, Tax Code, which will enhance an promote tourism and the hotel and convention industry and will attract visitors from outside the CITY into the CITY or its vicinity; and (iv) the CITY is authorized to contract for the management of the Civic Center for use as a municipal Civic Center.

   2.1 **Lease**. In consideration of the covenants, agreements, and conditions set forth herein, SADYA does hereby lease, let, demise and rent for the Lease Term and the CITY does hereby rent and lease from SADYA the Civic Center as set forth herein for purposes of a municipal Civic Center.

   2.2. **Rent**. Subject to the continued satisfaction of the terms and conditions of this Agreement by SADYA, and provided SADYA has timely caused completion of construction of the Hotel and Civic Center to occur, and shall not have an uncured default or breach in this Agreement or a related agreement, the CITY shall, during the Lease Term, pay to SADYA or such entity as SADYA shall be authorized to designate in this Agreement, Rent for the use and occupancy of the Civic Center and as consideration for SADYA's management of the Civic Center for the CITY. Any payment made by the CITY hereunder is limited to the extent of the lawfully available funds from the CITY's receipts from the collection of the CITY Hotel Occupancy Tax revenue imposed pursuant to Chapter 351, Tax

Code, attributable to the occupancy of sleeping rooms at the Hotel in the amounts set forth in 4.B below.

2.3 **Lease Term.** The Lease shall be for the term of this Agreement.

2.4 **Rent Payment.** Rent payment shall be according to the terms and provisions of 4.B. below.

2.5. **Conditions of Use.**

(a) **SADYA Exclusive Use.** SADYA shall have exclusive use of the Hotel and Civic Center, except the CITY may use the Civic Center for the purposes of a municipal Civic Center as set forth in 2.5(b).

(b) **CITY Use.** The CITY shall be entitled to use of the Civic Center at least four (4) times each calendar year during the term of this Agreement, unless otherwise agreed by the parties hereto, (each use not to exceed two (2) consecutive days) upon thirty (30) days prior written notice, and at additional times as may be agreed by the parties when available. All other use of the Civic Center shall be at times mutually approved by SADYA and the CITY. SADYA shall provide the use of the Civic Center to the CITY in consideration of the Lease Payment, which shall be deemed to be payment in full for the use of the Civic Center. Any costs of food, setup, cleaning, equipment or furnishings rental, or other services required in the use of the Civic Center shall be paid for by CITY. To the extent any such services are provided by SADYA, such services shall be provided at the cost paid by SADYA for such services, without markup. Uses must conform to the Approved Brand Hotel uses, except that the CITY is not required to use the food and beverage services of the Hotel and Conference Center, if any, and may cater food and beverages during the permitted periods of CITY use.

(c) **Civic Center Standards.** SADYA shall equip and furnish the Civic Center in such a manner that it is readily useable by the CITY as a municipal civic center for the booking of business conventions, meetings, and similar activities. SADYA shall keep and maintain the Civic Center in a good state of appearance and repair (except for reasonable wear and tear) at SADYA's own expense. CITY shall be responsible for, and pay for any damages to, the Civic Center, or promptly repair any such damages that occur during the CITY's use of the Civic Center.

2.6. **Casualty and Condemnation.** If the Hotel and Civic Center are damaged or destroyed by casualty, regardless of the extent of the damage or destruction, SADYA must, subject to the availability of adequate insurance proceeds, within one hundred eighty (180) days from the date of such casualty, commence to repair, reconstruct or replace the damaged or destroyed Hotel and/or Civic Center, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Hotel and Civic Center to substantially the condition it was in before the casualty. In the event SADYA fails to timely repair, restore or reconstruct the Hotel and Civic Center and complete the same, this Agreement and the CITY's obligation to pay any Rent shall terminate. The CITY shall not be obligated to pay Rent during any period for the repair, restoration or reconstruction of the Hotel and Civic Center.

2.7 **Management Duties.** SADYA shall maintain, manage and operate the Civic Center on behalf of the CITY. SADYA will cause the Civic Center to be operated and maintained according to this Agreement. SADYA agrees to provide management services at least equal to those provided for comparable facilities in the Round Rock and Hutto areas.

3. **COMPLIANCE**. SADYA and an Affiliated Entity of SADYA shall be obligated at all times to comply with all terms and provisions of this Agreement in order to receive the economic benefits described within this Agreement. The CITY shall be entitled to withhold economic benefits granted under this Agreement if SADYA or the Affiliated Entity default under this Agreement, in addition to all other

relief provided to the CITY in this Agreement, in law, and under equity.

4. **CITY 380 GRANTS AND CIVIC CENTER RENTAL PAYMENTS.**

A. **AD VALOREM TAX REIMBURSEMENT.** The CITY will reimburse SADYA as follows:

For a period of five (5) years beginning on January 1, 2019, the CITY will annually reimburse to SADYA a Chapter 380 Payment equal to one hundred percent (100%) of the CITY ad valorem property tax paid on the Hotel, Hotel Property and the personal property owned by SADYA or the Affiliated Entity used in the Hotel for the Hotel business, all of which shall be referenced as the Hotel in the remainder of this Paragraph 4.A.

For the year 2024, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ninety percent (90%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2025, the CITY will reimburse to SADYA a Chapter 380 Payment equal to seventy percent (70%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2026, the CITY will reimburse to SADYA a Chapter 380 Payment equal to fifty percent (50%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2027, the CITY will reimburse to SADYA a Chapter 380 Payment equal to thirty percent (30%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2028, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ten percent (10%) of the CITY ad valorem property tax paid on the Hotel.

B. **Civic Center Rent.** The CITY will pay SADYA monthly rent for the Civic Center as follows:

For a period of five (5) years beginning on the date the Certificate of Occupancy is issued to the Hotel and the Civic Center, the CITY will pay to SADYA a monthly rental payment equal to one hundred percent (100%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the sixth (6^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ninety percent (90%) of the CITY Hotel Occupancy tax paid on the Hotel.

Beginning on the seventh (7^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to seventy percent (70%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the eighth (8^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to fifty percent (50%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the ninth (9^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to thirty percent (30%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the tenth (10^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ten percent (10%) of the CITY Hotel Occupancy tax paid on the Hotel.

The rental payments shall terminate, if not terminated earlier, on the eleventh (11^{th}) anniversary date from the date the Certificate of Occupancy is issued to the Hotel and Civic Center. The rental payment in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event that the CITY decreases the tax percentage rate of the CITY Hotel Occupancy Tax after the date of this

Agreement, the amount of the rental payments shall continue to be determined based on the CITY Hotel Occupancy Tax percentage rate in effect on the date of this Agreement.

C. In the event the Hotel construction is not commenced by demolition of an existing structure from the Property prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to May 31, 2019, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12.

D. Notwithstanding anything stated in this Agreement to the contrary, SADYA must comply with the construction cost required in 5.A. below and must obtain the Hotel and Civic Center Certificate of Occupancy prior to May 31, 2019, and failure to do so shall terminate this Agreement without obligation to the CITY, subject to the provisions of Section 12. Hotel "construction costs" as used in this Agreement in regards to the Hotel and Civic Center shall include all development, engineering, architectural, material, labor, delivery, improvement, installation, and other costs incurred by SADYA or the Affiliated Entity in connection with the construction of the Hotel and Civic Center, including but not limited to costs incurred by SADYA for the building of the Hotel and Civic Center, improvements necessary for access to the Hotel and Civic Center, utilities installation, storm water runoff improvements, loan costs, the purchase price for any real estate and easements necessary or appropriate for the construction of the Hotel and Civic Center, and other similar items paid by SADYA.

E. **WAIVER OF FEES.** The CITY will waive all CITY building permit fees, impact fees and tap fees resulting from construction of the Hotel and Civic Center in which the Hotel business shall operate.

F. **CASH GRANTS.** The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars

($20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2019, 2020, 2021, 2022 and 2023 during the term of this Agreement ("Cash Grants"). The Cash Grant shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement. Notwithstanding anything stated herein to the contrary, the Cash Grants shall never exceed One Hundred Thousand and No/100 Dollars ($100,000.00).

G. **INFRASTRUCTURE GRANT.** The CITY will install water and wastewater lines to the Property servicing such Property with one or more water lines and wastewater lines of a size and grade as determined by the CITY ("Lines"). Conditions required for the Infrastructure Grant are the following:

1. The Property and any other property to be serviced by the Lines, must be properly platted with easements required by the CITY allowing installation and maintenance of the Lines in the manner required by the CITY.

2. The cost to be paid by the CITY for the installation of the Lines shall not exceed $105,000.00, and any additional cost for installation of the Lines shall be paid by SADYA.

3. The CITY shall be entitled to and shall require a reimbursement ordinance deemed reasonable and appropriate allowing the CITY to obtain reimbursement of its cost for the Lines by subsequent users of the Lines.

5. **REQUIRED CONDITIONS TO 380 GRANTS AND RENTAL PAYMENTS.** Notwithstanding anything stated in this Agreement to the contrary, grant payments and rental payments are conditioned upon SADYA'S compliance with this Agreement and are also subject to and conditioned upon, as conditions precedent and subsequent to, the following:

A. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100

Dollars ($4,100,000.00), which shall be verified by the CITY prior to any grant or Civic Center rental payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), this Agreement shall terminate with no further obligation or liability on the CITY.

B. In the event the Hotel is valued less than Two Million Seven Hundred Thousand and No/100 Dollars ($2,700,000.00), but more than Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00), by the Williamson Central Appraisal District in any one the years of, 2019, 2020, 2021 or 2022 during the term of this Agreement, the CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A. (Ad Valorem Tax Reimbursement), 4.B. (Civic Center Rent) and 4.F. (Cash Grants) above. In the event the valuation is less than Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) in any one of the years 2020, 2021, or 2022, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.

C. In the event the Hotel and Civic Center is valued less than Two Million Nine Hundred Thousand and No/100 Dollars ($2,900,000.00), but more than Two Million Seven Hundred Thousand No/100 Dollars ($2,700,000.00), by the Williamson Central Appraisal District in any one the years of 2023, 2024, or 2025 during the term of this Agreement, all CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Seven Hundred Thousand and No/100 Dollars ($2,700,000.00) in any one of the years 2023, 2024 or 2025, all CITY ad valorem property tax reimbursement grants, Civic Center rental payments and Cash Grants shall terminate until the Hotel and Civic Center value again complies with the values required in this Paragraph 5.

D. In the event the Hotel and Civic Center is valued less than Three Million One Hundred Thousand and No/100 Dollars ($3,100,000.00), but more than Two Million Nine Hundred Thousand and No/100 Dollars ($2,900,000.00), by the Williamson Central Appraisal District in any one of the years of 2026, 2027, or 2028, during the term of this Agreement, the CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Nine Hundred Thousand Dollars ($2,900,000.00) in any one of the years 2026, 2027, or 2028, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.

E. All CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) require compliance with the Hotel and Civic Center values required in this Agreement. All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced or cease when the values assessed by the Williamson Central Appraisal District fail to meet the values required in this Agreement. The CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reinstated when the Williamson Central Appraisal District value shows compliance with the Hotel and Civic Center values required in this Agreement.

F. The Hotel shall:

1. be no less than a sixty-five (65) room Hotel with the Civic Center and strictly comply with the construction,

franchise obligations, and operating requirements of the Approved Brand Hotel;

2. have room doors that open to the inside of the Hotel building and not outside the Hotel, requiring Hotel occupants to enter Hotel rooms from inside the Hotel;

3. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet which shall be the Civic Center as required in this Agreement and the Recitals to this Agreement;

4. be the type and quality approved by the CITY as one of the Approved Brand Hotel as a prerequisite to this Agreement;

5. be operated by SADYA or a SAYDA Affiliated Entity as a Hotel business with the Civic Center during the term of this Agreement in compliance with the Approved Brand Hotel's requirements and guidelines.

6. SADYA shall provide two (2) fire access lanes by either easement or plat dedication with two (2) separate entrances to such fire access lanes from the property immediately to the west of the Property, as shown in Exhibit "C" attached hereto and incorporated by reference herein for all purposes, traversing the Property from East to West on the North side of the Property, by providing an easement for vehicular access, and on the South side of the Property in a manner acceptable to the CITY, allowing the CITY adequate access for fire protection and fire prevention of the Hotel and Property and all improvements located thereon. SADYA shall not be required to construct the connection between the Property and the property immediately to the west until such time as construction of improvements on the

property immediately to the west begins. The CITY will notify SADYA when a site plan is proposed for the property immediately to the west. SADYA may construct a crash gate on the north-south road to be constructed along the eastern boundary of the Property to prevent through traffic other than emergency vehicles from using said road as a connection between Carlos G. Parker Blvd. and the CITY property to the north.

G. SADYA must commence construction of the Hotel and Civic Center on or before three (3) months from the date the City issues a construction permit to SADYA. The Hotel and Civic Center must obtain a Certificate of Occupancy prior to May 31, 2019. Failure to commence demolition of an existing structure from the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to May 31, 2019, and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12.

H. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), this Agreement shall terminate with no obligation to the CITY.

I. SADYA and any Affiliated Entity of SADYA shall furnish the CITY information deemed by the CITY to be reasonable or necessary to verify compliance with this Agreement and to determine if a Chapter 380 payment should be made.

6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before

February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2019, and shall be paid on or before May 1, 2020, and the last such payment shall be based on taxes paid for the year 2028, and shall be paid on or before May 1, 2029, notwithstanding the Termination Date.

With respect to each Civic Center rental payment, the rental payments will be made monthly based on the amount of the CITY Hotel Occupancy Tax actually paid by SADYA to the CITY. The CITY will pay the Civic Center rental payment to SAYDA on or before three (3) months after the CITY received its Hotel Occupancy Tax payment from the Hotel.

With respect to the Cash Grants, the Cash Grants must be requested by SADYA on the same date that SADYA requests its ad valorem tax reimbursement grant and the CITY will pay SADYA the cash grant on the same date that the CITY pays SADYA its ad valorem tax reimbursement grant).

All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be subject to adjustments by the CITY based on Hotel and Civic Center values required in this Agreement.

7. **TERM**. This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY rental payments for the Civic Center on the last date on which the CITY is obligated to pay monthly rental payments to SADYA for the Civic Center and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse any CITY annual ad valorem property payment to SADYA, and as to the Cash

Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, this Agreement shall in no event terminate later than June 1, 2030.

8. **SADYA OBLIGATIONS.** In consideration of the CITY's establishment of this economic development program for the Hotel and Hotel business by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, SADYA agrees to the requirements of this Agreement and shall require its Affiliated Entity to also comply with the terms and conditions of this Agreement as consideration for this Agreement.

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

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

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

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

D. To the best of its knowledge, SADYA has acquired and maintains all necessary rights, franchises, licenses, permits and authority to construct the Hotel and operate the Hotel business in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. SADYA and an Affiliated Entity of SADYA shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.

F. SADYA shall timely and fully comply with all the terms and conditions of this Agreement.

G. SADYA may not sell stock, assets or any ownership interest in SADYA CAPITAL, LLC, without prior written notice to and consent from the CITY.

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

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

J. SADYA shall construct the Hotel and Civic Center and conduct the Hotel business with the Civic Center in compliance with all federal, state and local laws, rules and regulations applicable to it during the term of this Agreement.

10. **MUTUAL ASSISTANCE**. CITY and SADYA will do all things reasonably necessary or appropriate to carry out the terms and

provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments attributable to the Hotel or Hotel business or the Civic Center.

11. **DEFAULT**. If either the CITY or SADYA should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or SADYA remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the CITY shall have the right to terminate all economic benefits under this Agreement.

12. **TERMINATION**. In the event SADYA has not commenced demolition of an existing structure on the Property before May 1, 2017, or if SADYA has not commenced construction of the Hotel and Civic Center on or before three (3) months from the date a construction permit is issued to SADYA by the City or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to May 31, 2019, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to commence demolition of an existing structure from the Property before May 1, 2017, or if SADYA has not commenced construction of the Hotel and Civic Center on or before three (3) months from the date a construction permit is issued to SADYA by the City or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before May 31, 2019, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the demolition of an existing structure on the Property has not commenced as of the extension date or the Certificate of Occupancy

for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties.

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

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

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

16. **ASSIGNMENT**. SADYA shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement.

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

TO SADYA: SADYA CAPITAL, LLC
Attention: Nimesh Patel
5002 Sendero Springs Drive
Round Rock, Texas 78681

TO THE CITY: CITY OF TAYLOR, TEXAS
City Manager
400 Porter Street
Taylor, Texas 76574

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

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

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

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

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

23. **NO JOINT VENTURE**. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected

officials, representatives, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Hotel or the Hotel business or the design, construction or operation of any portion of the Hotel or Hotel business.

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

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

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

27. **EXHIBITS**. The following Exhibits are attached and incorporated by reference herein for all purposes:

Exhibit "A":	*Chapter 380 Economic Development Agreement dated October 13, 2016*
Exhibit "B":	*Amendment to Chapter 380 Economic Development Agreement dated April 13, 2017*
Exhibit "C":	*The Property*
Exhibit "D":	*the Condition of Receipt of public subsidies/Agreement Regarding Repayment of Interest.*
Exhibit "E":	*Proposed Access Locations*

Dated this the _____ day of January, 2018.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

____
By: Nimesh Patel
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

____
By: ISAAC D. TURNER
Its: City Manager

EXHIBIT A

RECEIVED
NOV 08 2016
BY:________

SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

RECITALS:

This Economic Development Agreement ("Agreement") is entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation ("CITY") and SADYA CAPITAL, LLC, a Texas Limited Liability Company ("SADYA").

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

WHEREAS, Chapter 351, Tax Code, authorizes the CITY to expend hotel/motel occupancy tax revenue for the acquisition, lease, construction, improvement, enlarging, maintenance, equipping and operation of a convention center facility which includes civic centers, auditoriums, parking areas, and auditoriums owned or managed by the CITY, and

WHEREAS, the Civic Center (hereinafter defined) to be located in the Hotel (hereinafter defined) will enhance and promote tourism and the hotel and convention industry and will attract visitors from outside the CITY into the CITY or its vicinity; and

WHEREAS, the CITY is granting economic benefits to SADYA in recognition of the positive economic benefits to the CITY through SADYA's construction of a hotel complying with the following requirements and as further required in this Agreement ("Hotel"):

a. the Hotel shall be a sixty-five (65) or more room business class hotel, whose brand shall be one of the following brands approved by the CITY ("Approved Brand Hotel"), and any other brand name requires separate CITY Council approval;

   La Quinta
   http://www.laquintafranchise.com/

Holiday Inn Express
http://development.ihg.com/s/amer-BrochurePDFViewer?brochureOfBrand=holidayinnexpress

Hampton Inn
http://www.hiltonworldwide.com/assets/pdfs/prototypes/prototype_hampton.pdf

Comfort Suites
http://www.choicehotelsfranchise.com/comforftsuites/prototype/

b. An Approved Brand Hotel in the CITY is required for the economic incentives offered by the CITY in this Agreement. Consequently, SADYA shall be obligated to construct and operate the Hotel using the guidelines and franchise agreements by the Approved Brand Hotel and as required herein;

c. the room doors shall open inside the Hotel and not to the outside;

d. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants for a fee, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet ("Civic Center");

e. the Hotel and Civic Center shall be of the type and quality approved by the CITY as a prerequisite condition to this Agreement, which approval shall be granted for the following brands:

La Quinta

Holiday Inn Express

Hampton Inn

Comfort Suites

f. the Hotel and Civic Center shall be constructed on the real property described in Exhibit "A" attached hereto and incorporated by reference herein ("Property");

g. SADYA shall operate the Hotel and Civic Center on the Property as a Hotel business during the term of this Agreement. Notwithstanding, SADYA will be entitled to transfer the benefits accruing to SADYA for the economic incentives, reimbursement grants, and Civic Center rental payments provided in this Agreement to one "Affiliated Entity" for the operation of the Hotel and Civic Center. As used in this Agreement, the term "Affiliated Entity" means any partnership, corporation, company, or legal entity controlled by NIMESH D. PATEL AND DILIP B. PATEL. For purposes of the definition of Affiliated Entity, the term "controlled by" shall mean the majority ownership interest in allowing legal control of the Affiliated Entity. SADYA shall provide information required by the CITY to verify that the Hotel and Civic Center operation is controlled by SADYA or the Affiliated Entity. The CITY will, after verification of the Affiliated Entity ownership, permit the assigned economic incentives, Civic Center rental payments and reimbursement grants to be paid to the Affiliated Entity. Except with respect to the assignment of rights under this Agreement to the Affiliated Entity, SADYA shall not assign this Agreement or any of its rights under this Agreement without the prior written consent of the CITY, which consent shall be at the sole option of the CITY; and

h. as used in this Agreement, the obligations, terms and conditions required for SADYA shall be deemed the same obligations, terms and conditions imposed on the Affiliated Entity in order to make this Agreement applicable to both. All remedies allowed by the CITY under this Agreement for default by SADYA shall be applicable to the Affiliated Entity. The Affiliated Entity shall execute instruments necessary to make it fully compliant with the terms and provisions of this Agreement as a condition for payment of the CITY Hotel Occupancy Tax reimbursement grants.

WHEREAS, the purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code, whereby SADYA shall construct the Hotel and Civic Center and operate the Hotel business in compliance with the CITY'S development approvals for the Hotel, Civic Center, and Hotel business during the term of this Agreement, and in consideration the CITY will reimburse CITY ad valorem property taxes and pay Civic Center rental payments in accordance with the terms of this Agreement and grant other 380 economic benefits set forth herein; and

WHEREAS, SADYA, in consideration of this Agreement, agrees to construct the Hotel and Civic Center and develop and operate the Hotel business in conformance and compliance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and SADYA agree as follows:

AGREEMENT:

1. **RECITALS**. The Recitals are incorporated into this Agreement.

2. **AUTHORITY**. The CITY'S execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and the Ordinance. SADYA'S execution of this Agreement constitutes a valid and binding obligation of SADYA to construct the Hotel and operate the Hotel business and Civic Center.

   The CITY Council finds and determines that (i) the CITY is authorized to enter into this Agreement; (ii) Chapter 351, Tax Code, authorizes the expenditure of CITY hotel/motel occupancy tax revenue for the lease, operation and management of the Civic Center; (iii) the use and management of the Civic Center as a municipal civic center is authorized by Chapter 351, Tax Code, which will enhance an promote tourism and the hotel and convention industry and will attract visitors from outside the CITY into the CITY or its vicinity; and (iv) the CITY is authorized to contract for the management of the Civic Center for use as a municipal Civic Center.

   2.1 **Lease.** In consideration of the covenants, agreements, and conditions set forth herein, SADYA does hereby lease, let, demise and rent for the Lease Term and the CITY does hereby rent and lease from SADYA the Civic Center as set forth herein for purposes of a municipal Civic Center.

   2.2. **Rent**. Subject to the continued satisfaction of the terms and conditions of this Agreement by SADYA, and provided SADYA has timely caused completion of construction of the Hotel and Civic Center to occur, and shall not have an uncured default or breach in this Agreement or a related agreement, the CITY shall, during the Lease Term, pay to SADYA or such entity as SADYA shall be authorized to designate in this Agreement, Rent for the use and occupancy of the Civic Center and as consideration for SADYA's management of the Civic Center for the CITY. Any payment made by the CITY hereunder is limited to the extent of the lawfully available funds from the CITY's receipts from the collection of the CITY Hotel Occupancy Tax revenue imposed pursuant to Chapter 351, Tax Code, attributable to the occupancy of sleeping rooms at the Hotel in the amounts set forth in 4.B below.

2.3 **Lease Term.** The Lease shall be for the term of this Agreement.

2.4 **Rent Payment.** Rent payment shall be according to the terms and provisions of 4.B. below.

2.5. **Conditions of Use.**

(a) **SADYA Exclusive Use.** SADYA shall have exclusive use of the Hotel and Civic Center, except the CITY may use the Civic Center for the purposes of a municipal Civic Center as set forth in 2.5(b).

(b) **CITY Use.** The CITY shall be entitled to use of the Civic Center at least four (4) times each calendar year during the term of this Agreement, unless otherwise agreed by the parties hereto, (each use not to exceed two (2) consecutive days) upon thirty (30) days prior written notice, and at additional times as may be agreed by the parties when available. All other use of the Civic Center shall be at times mutually approved by SADYA and the CITY. SADYA shall provide the use of the Civic Center to the CITY in consideration of the Lease Payment, which shall be deemed to be payment in full for the use of the Civic Center. Any costs of food, setup, cleaning, equipment or furnishings rental, or other services required in the use of the Civic Center shall be paid for by CITY. To the extent any such services are provided by SADYA, such services shall be provided at the cost paid by SADYA for such services, without markup.

Uses must conform to the Approved Brand Hotel uses, except that the CITY is not required to use the food and beverage services of the Hotel and Conference Center, if any, and may cater food and beverages during the permitted periods of CITY use.

(c) **Civic Center Standards.** SADYA shall equip and furnish the Civic Center in such a manner that it is readily useable by the CITY as a municipal civic center for the booking of business conventions, meetings, and similar activities. SADYA shall keep and maintain the Civic Center in a good state of appearance and repair (except for reasonable wear and tear) at SADYA's own expense. CITY shall be responsible for, and pay for any damages to, the Civic Center, or promptly repair any such damages that occur during the CITY's use of the Civic Center.

2.6. **Casualty and Condemnation.** If the Hotel and Civic Center are damaged or destroyed by casualty, regardless of the extent of the damage or destruction, SADYA must, subject to the availability of adequate insurance proceeds, within one hundred eighty (180) days from the date of such casualty, commence to repair, reconstruct or replace the damaged or destroyed Hotel and/or Civic Center, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Hotel and Civic Center to substantially the condition it was in before the casualty. In the event SADYA fails to timely repair, restore or reconstruct the Hotel and Civic Center and complete the same, this Agreement and the CITY's obligation to pay any Rent shall terminate. The CITY shall not be obligated to pay Rent during any period for the repair, restoration or reconstruction of the Hotel and Civic Center.

2.7 **Management Duties.** SADYA shall maintain, manage and operate the Civic Center on behalf of the CITY. SADYA will cause the Civic Center to be operated and maintained according to this Agreement. SADYA agrees to provide management services at least equal to those provided for comparable facilities in the Round Rock and Hutto areas.

3. **COMPLIANCE.** SADYA and an Affiliated Entity of SADYA shall be obligated at all times to comply with all terms and provisions of this Agreement in order to receive the economic benefits described within this Agreement. The CITY shall be entitled to withhold economic benefits granted under this Agreement if SADYA or the Affiliated Entity default under this Agreement, in addition to all other relief provided to the CITY in this Agreement, in law, and under equity.

4. **CITY 380 GRANTS AND CIVIC CENTER RENTAL PAYMENTS.**

   A. **AD VALOREM TAX REIMBURSEMENT.** The CITY will reimburse SADYA as follows:

For a period of five (5) years beginning on January 1, 2019, the CITY will annually reimburse to SADYA a Chapter 380 Payment equal to one hundred percent (100%) of the CITY ad valorem property tax paid on the Hotel, Hotel Property and the personal property owned by SADYA or the Affiliated Entity used in the Hotel for the Hotel business, all of which shall be referenced as the Hotel in the remainder of this Paragraph 4.A.

For the year 2024, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ninety percent (90%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2025, the CITY will reimburse to SADYA a Chapter 380 Payment equal to seventy percent (70%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2026, the CITY will reimburse to SADYA a Chapter 380 Payment equal to fifty percent (50%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2027, the CITY will reimburse to SADYA a Chapter 380 Payment equal to thirty percent (30%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2028, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ten percent (10%) of the CITY ad valorem property tax paid on the Hotel.

B. **Civic Center Rent.** The CITY will pay SADYA monthly rent for the Civic Center as follows:

For a period of five (5) years beginning on the date the Certificate of Occupancy is issued to the Hotel and the Civic Center, the CITY will pay to SADYA a monthly rental payment equal to one hundred percent (100%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the sixth (6^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ninety percent (90%) of the CITY Hotel Occupancy tax paid on the Hotel.

Beginning on the seventh (7^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to seventy percent (70%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the eighth (8^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to fifty percent (50%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the ninth (9^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to thirty percent (30%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the tenth (10^{th}) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ten percent (10%) of the CITY Hotel Occupancy tax paid on the Hotel.

The rental payments shall terminate, if not terminated earlier, on the eleventh (11^{th}) anniversary date from the date the Certificate of Occupancy is issued to the Hotel and Civic

Center. The rental payment in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event that the CITY decreases the tax percentage rate of the CITY Hotel Occupancy Tax after the date of this Agreement, the amount of the rental payments shall continue to be determined based on the CITY Hotel Occupancy Tax percentage rate in effect on the date of this Agreement.

C. In the event the Hotel construction is not commenced on the Property with a permit allowing the construction prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12.

D. Notwithstanding anything stated in this Agreement to the contrary, SADYA must comply with the construction cost required in 5.A. below and must obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018, and failure to do so shall terminate this Agreement without obligation to the CITY, subject to the provisions of Section 12. Hotel "construction costs" as used in this Agreement in regards to the Hotel and Civic Center shall include all development, engineering, architectural, material, labor, delivery, improvement, installation, and other costs incurred by SADYA or the Affiliated Entity in connection with the construction of the Hotel and Civic Center, including but not limited to costs incurred by SADYA for the building of the Hotel and Civic Center, improvements necessary for access to the Hotel and Civic Center, utilities installation, storm water runoff improvements, loan costs, the purchase price for any real estate and easements necessary or appropriate for the construction of the Hotel and Civic Center, and other similar items paid by SADYA.

E. **WAIVER OF FEES.** The CITY will waive all CITY building permit fees, impact fees and tap fees resulting from construction of the Hotel and Civic Center in which the Hotel business shall operate.

F. **CASH GRANTS.** The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars ($20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2019, 2020, 2021, 2022 and 2023 during the term of this Agreement ("Cash Grants"). The Cash Grant shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement. Notwithstanding anything stated herein to the contrary, the Cash Grants shall never exceed One Hundred Thousand and No/100 Dollars ($100,000.00).

G. **INFRASTRUCTURE GRANT.** The CITY will install water and wastewater lines to the Property servicing such Property with one or more water lines and wastewater lines of a size and grade as determined by the CITY ("Lines"). Conditions required for the Infrastructure Grant are the following:

1. The Property and any other property to be serviced by the Lines, must be properly platted with easements required by the CITY allowing installation and maintenance of the Lines in the manner required by the CITY.

2. The cost to be paid by the CITY for the installation of the Lines shall not exceed $105,000.00, and any additional cost for installation of the Lines shall be paid by SADYA.

3. The CITY shall be entitled to and shall require a reimbursement ordinance deemed reasonable and appropriate allowing the CITY to obtain reimbursement of its cost for the Lines by subsequent users of the Lines.

5. **REQUIRED CONDITIONS TO 380 GRANTS AND RENTAL PAYMENTS.** Notwithstanding anything stated in this Agreement to the contrary, grant payments and rental payments are conditioned

upon SADYA'S compliance with this Agreement and are also subject to and conditioned upon, as conditions precedent and subsequent to, the following:

A. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), which shall be verified by the CITY prior to any grant or Civic Center rental payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), this Agreement shall terminate with no further obligation or liability on the CITY.

B. In the event the Hotel is valued less than Two Million Seven Hundred Thousand and No/100 Dollars ($2,700,000.00), but more than Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00), by the Williamson Central Appraisal District in any one the years of, 2019, 2020, 2021 or 2022 during the term of this Agreement, the CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A. (Ad Valorem Tax Reimbursement), 4.B. (Civic Center Rent) and 4.F. (Cash Grants) above. In the event the valuation is less than Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) in any one of the years 2019, 2020, 2021, or 2022, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.

C. In the event the Hotel and Civic Center is valued less than Two Million Nine Hundred Thousand and No/100 Dollars ($2,900,000.00), but more than Two Million Seven Hundred Thousand No/100 Dollars ($2,700,000.00), by the Williamson Central Appraisal District in any one the years of 2023, 2024, or 2025 during the term of this Agreement, all CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Seven Hundred Thousand and No/100 Dollars ($2,700,000.00) in any one of the years 2023, 2024 or 2025, all CITY ad valorem property tax reimbursement grants, Civic Center rental payments and Cash Grants shall terminate until the Hotel and Civic Center value again complies with the values required in this Paragraph 5.

D. In the event the Hotel and Civic Center is valued less than Three Million One Hundred Thousand and No/100 Dollars ($3,100,000.00), but more than Two Million Nine Hundred Thousand and No/100 Dollars ($2,900,000.00), by the Williamson Central Appraisal District in any one of the years of 2026, 2027, or 2028, during the term of this Agreement, the CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Nine Hundred Thousand Dollars ($2,900,000.00) in any one of the years 2026, 2027, or 2028, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.

E. All CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) require compliance with the Hotel and Civic Center values required in this Agreement. All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced or cease when the values assessed by the Williamson Central Appraisal District fail to meet the values required in this Agreement. The CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reinstated when the Williamson Central Appraisal District value shows compliance with the Hotel and Civic Center values required in this Agreement.

F. The Hotel shall:

1. be no less than a sixty-five (65) room Hotel with the Civic Center and strictly comply with the construction, franchise obligations, and operating requirements of the Approved Brand Hotel;

2. have room doors that open to the inside of the Hotel building and not outside the Hotel, requiring Hotel occupants to enter Hotel rooms from inside the Hotel;

3. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet which shall be the Civic Center as required in this Agreement and the Recitals to this Agreement;

4. be the type and quality approved by the CITY as one of the Approved Brand Hotel as a prerequisite to this Agreement;

5. be operated by SADYA or a SAYDA Affiliated Entity as a Hotel business with the Civic Center during the term of this Agreement in compliance with the Approved Brand Hotel's requirements and guidelines.

G. The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to begin construction on the Property prior to May1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018 and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12.

H. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00), this Agreement shall terminate with no obligation to the CITY.

I. SADYA and any Affiliated Entity of SADYA shall furnish the CITY information deemed by the CITY to be reasonable or necessary to verify compliance with this Agreement and to determine if a Chapter 380 payment should be made.

6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2019, and shall be paid on or before May 1, 2020, and the last such payment shall be based on taxes paid for the year 2029, and shall be paid on or before May 1, 2030, notwithstanding the Termination Date.

With respect to each Civic Center rental payment, the rental payments will be made monthly based on the amount of the CITY Hotel Occupancy Tax actually paid by SADYA to the CITY. The CITY will pay the Civic Center rental payment to SAYDA on or before three (3) months after the CITY received its Hotel Occupancy Tax payment from the Hotel.

With respect to the Cash Grants, the Cash Grants must be requested by SADYA on the same date that SADYA requests its ad valorem tax reimbursement grant and the CITY will pay SADYA the cash grant on the same date that the CITY pays SADYA its ad valorem tax reimbursement grant).

All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be subject to adjustments by the CITY based on Hotel and Civic Center values required in this Agreement.

7. **TERM**. This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY rental payments for the Civic Center on the last date on which the CITY is obligated to pay monthly rental payments t to SADYA for the Civic Center and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse any CITY annual ad valorem property payment to SADYA, and as to the Cash Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, this Agreement shall in no event terminate later than June 1, 2030.

8. **SADYA OBLIGATIONS.** In consideration of the CITY's establishment of this economic development program for the Hotel and Hotel business by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, SADYA agrees to the requirements of this Agreement and shall require its Affiliated Entity to also comply with the terms and conditions of this Agreement as consideration for this Agreement.

9. **COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES.** SADYA makes, and shall require an Affiliated Entity to make, the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act

of default by SADYA. Failure to comply with any one covenant or warranty shall constitute an act of default by SADYA.

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

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

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

D. To the best of its knowledge, SADYA has acquired and maintains all necessary rights, franchises, licenses, permits and authority to construct the Hotel and operate the Hotel business in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. SADYA and an Affiliated Entity of SADYA shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.

F. SADYA shall timely and fully comply with all the terms and conditions of this Agreement.

G. SADYA may not sell stock, assets or any ownership interest in SADYA CAPITAL, LLC, without prior written notice to and consent from the CITY.

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

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

J. SADYA shall construct the Hotel and Civic Center and conduct the Hotel business with the Civic Center in compliance with all federal, state and local laws, rules and regulations applicable to it during the term of this Agreement.

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

11. **DEFAULT.** If either the CITY or SADYA should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or SADYA remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the CITY shall have the right to terminate all economic benefits under this Agreement.

12. **TERMINATION.** In the event SADYA has not obtained a building permit and commenced site work on the Hotel Property for construction of the Hotel before May 1, 2017 or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed

terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to obtain a building permit and commence construction of the Hotel before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the building permit and construction has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties.

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

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

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

16. **ASSIGNMENT**. SADYA shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement.

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

IF TO SADYA: SADYA CAPITAL, LLC
Attention: Nimesh Patel
5002 Sendero Springs Drive
Round Rock, Texas 78681

IF TO THE CITY: CITY OF TAYLOR, TEXAS
City Manager
400 Porter Street
Taylor, Texas 76574

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

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

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

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

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

23. **NO JOINT VENTURE.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, representatives, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Hotel or the Hotel business or the design, construction or operation of any portion of the Hotel or Hotel business.

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

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

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

27. **EXHIBITS**. The following Exhibits are attached and incorporated by reference herein for all purposes:

Exhibit "A": *The Property*

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

Dated this the 13th day of October, 2016.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

By:
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

Isaac D. Turner

By: ISAAC D. TURNER
Its: City Manager

EXHIBIT "B"

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

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

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

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

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

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

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

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

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

CITY OF TAYLOR, TEXAS	SADYA CAPITAL, LLC
By: ISAAC D. TURNER	By:
Its: CITY MANAGER	Its:

EXHIBIT B

AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN SADYA CAPITAL, LLC AND THE CITY OF TAYLOR, TEXAS DATED OCTOBER 13, 2016

A Chapter 380 Economic Development Agreement ("Agreement") was entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation and SADYA CAPITAL, LLC, a Texas Limited Liability Company, hereinafter collectively referred to as "Parties", on October 13, 2016, for the construction of a Hotel, as defined in the Agreement.

The Parties to the Agreement desire to amend the Agreement in the following manner:

1. Paragraph 4.C. of the Agreement presently states the following:

   "In the event the Hotel construction is not commenced on the Property with a permit allowing the construction prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

   Paragraph 4.C. is hereby amended to read as follows:

   "In the event the Hotel construction is not commenced by demolition of an existing structure from the Property prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

2. Paragraph 5.G. of the Agreement presently states the following:

"The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to begin construction on the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018 and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12."

Paragraph 5.G. is hereby amended to read as follows:

"The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to commence demolition of an existing structure from the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018, and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12."

3. Paragraph 12. of the Agreement presently states the following:

"In the event SADYA has not obtained a building permit and commenced site work on the Hotel Property for construction of the Hotel before May 1, 2017 or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to obtain a building permit and commence construction of the Hotel before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the building permit and construction has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties."

Paragraph 12. is hereby amended to read as follows:

"In the event SADYA has not commenced demolition of an existing structure on the Property before May 1, 2017, or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to commence demolition of an existing structure from the Property before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the demolition of an existing structure on the Property has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties."

4. The Parties to the Agreement failed to attach Exhibit "A" to the Agreement describing the Property within the Agreement. The Property described in Exhibit "A" attached to this Amendment is the Property referenced as "Property" in the Agreement and is also incorporated by reference into the Agreement for all purposes.

This Amendment is dated and effective the 13th day of April, 2017.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

By: Nimesh D Patel
Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

By: ISAAC D. TURNER
Its: City Manager

EXHIBIT A

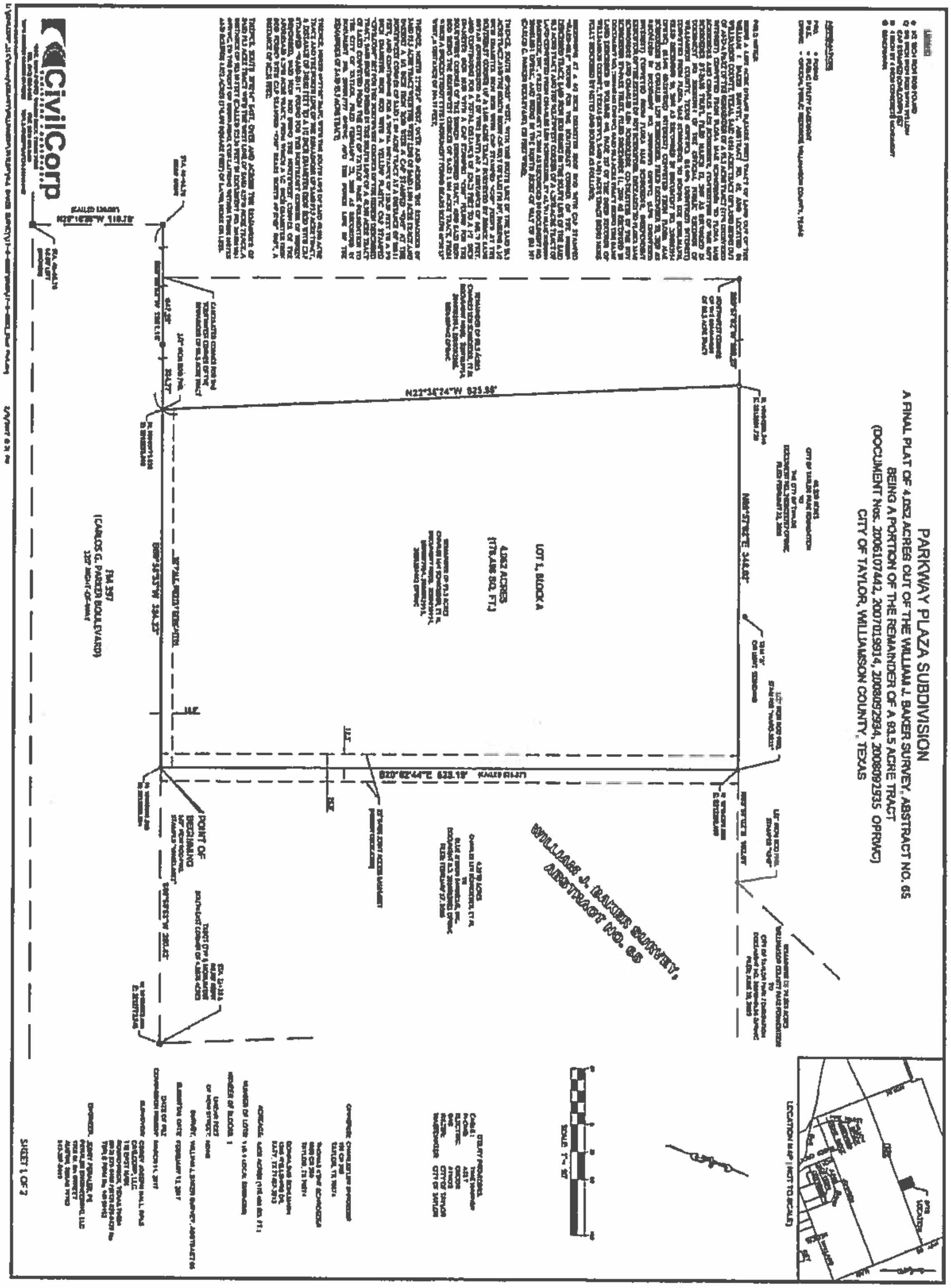

PARKWAY PLAZA SUBDIVISION
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
LOT 1, BLOCK A
WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65
POINT OF BEGINNING
CivilCorp
SHEET 1 OF 2

EXHIBIT B

AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS
DATED OCTOBER 13, 2016

A Chapter 380 Economic Development Agreement ("Agreement") was entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation and SADYA CAPITAL, LLC, a Texas Limited Liability Company, hereinafter collectively referred to as "Parties", on October 13, 2016, for the construction of a Hotel, as defined in the Agreement.

The Parties to the Agreement desire to amend the Agreement in the following manner:

1. Paragraph 4.C. of the Agreement presently states the following:

   "In the event the Hotel construction is not commenced on the Property with a permit allowing the construction prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

   Paragraph 4.C. is hereby amended to read as follows:

   "In the event the Hotel construction is not commenced by demolition of an existing structure from the Property prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12."

2. Paragraph 5.G. of the Agreement presently states the following:

"The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to begin construction on the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018 and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12."

Paragraph 5.G. is hereby amended to read as follows:

"The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to commence demolition of an existing structure from the Property prior to May 1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018, and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12."

3. Paragraph 12. of the Agreement presently states the following:

"In the event SADYA has not obtained a building permit and commenced site work on the Hotel Property for construction of the Hotel before May 1, 2017 or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to obtain a building permit and commence construction of the Hotel before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the building permit and construction has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties."

Paragraph 12. is hereby amended to read as follows:

"In the event SADYA has not commenced demolition of an existing structure on the Property before May 1, 2017, or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to commence demolition of an existing structure from the Property before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the demolition of an existing structure on the Property has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties."

4. The Parties to the Agreement failed to attach Exhibit "A" to the Agreement describing the Property within the Agreement. The Property described in Exhibit "A" attached to this Amendment is the Property referenced as "Property" in the Agreement and is also incorporated by reference into the Agreement for all purposes.

EXHIBIT A

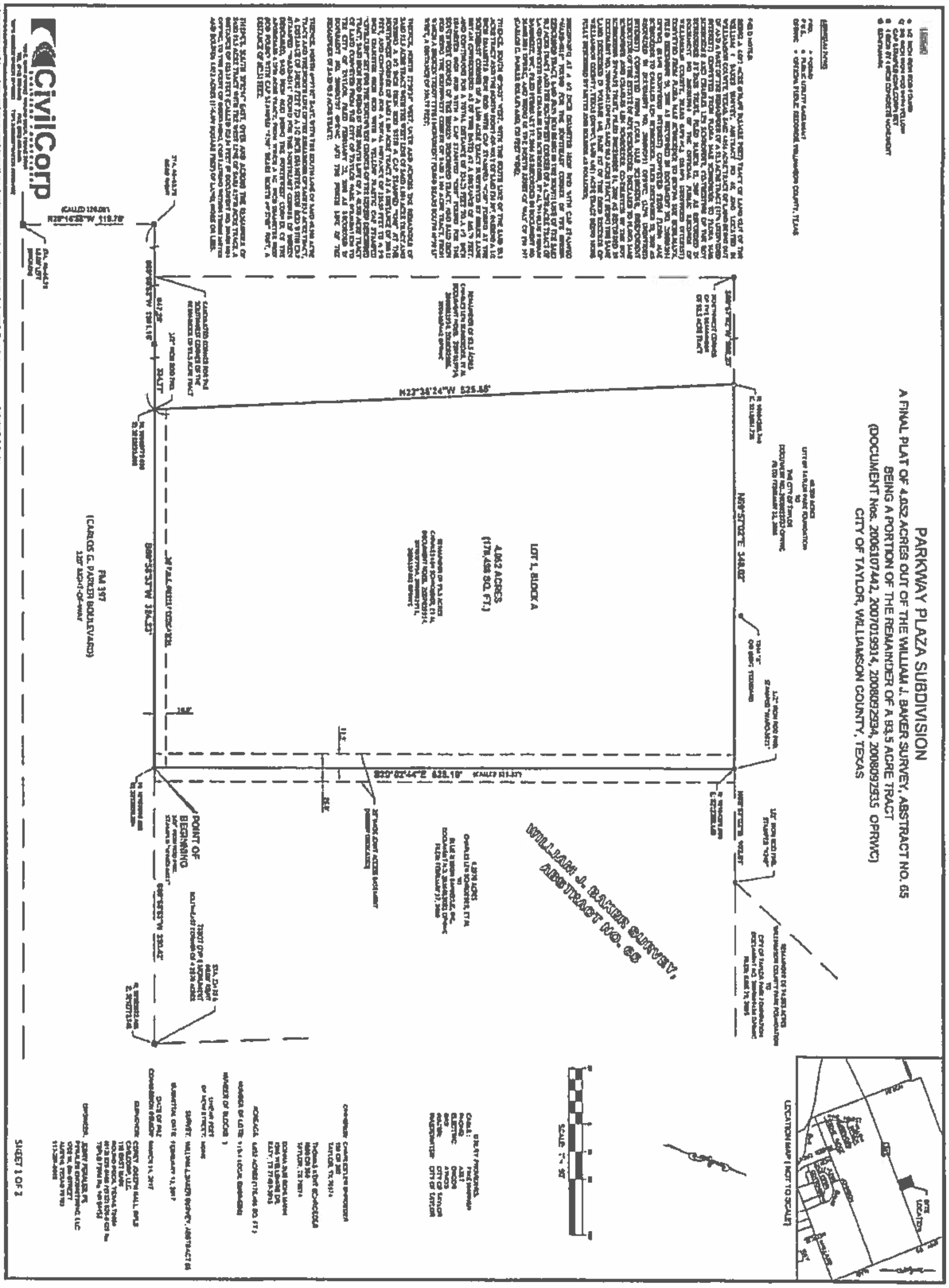

PARKWAY PLAZA SUBDIVISION
A FINAL PLAT OF 4.052 ACRES OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65
BEING A PORTION OF THE REMAINDER OF A 93.5 ACRE TRACT
(DOCUMENT Nos. 2006107442, 2007019914, 2008092934, 2008092935 OPRWC)
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS
LOT 1, BLOCK A
4.052 ACRES
(176,486 SQ. FT.)
WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65
POINT OF BEGINNING
FM 397
(CARLOS G. PARKER BOULEVARD)
CivilCorp
SHEET 1 OF 2

EXHIBIT "C"

Lot 1, Block A of PARKWAY PLAZA SUBDIVISION, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2017020343, Official Public Records, Williamson County, Texas.

EXHIBIT "D"

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

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

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

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

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

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

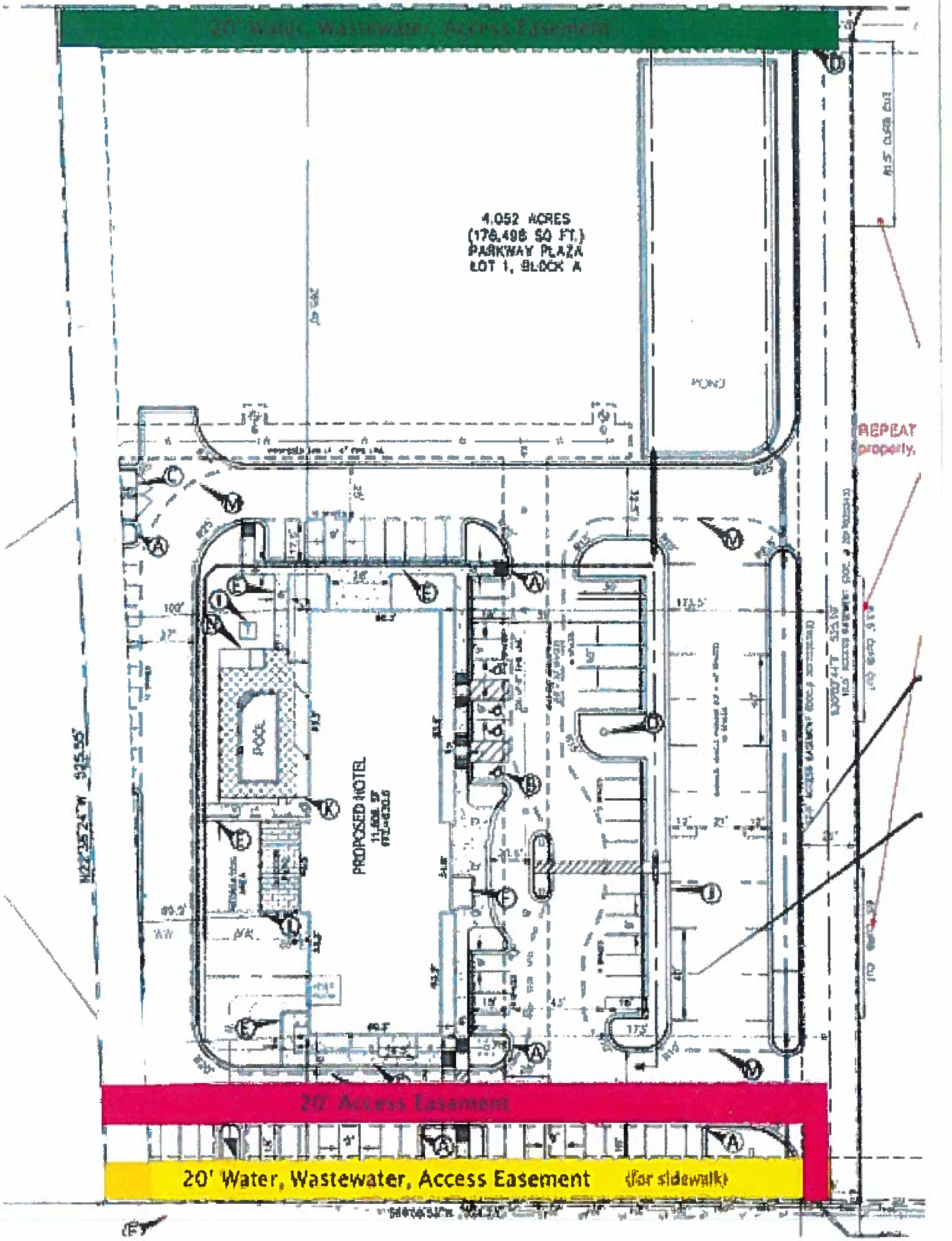
Interest on the public subsidy as referenced above shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the repayment or, if that has been paid, refunded.

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

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

CITY OF TAYLOR, TEXAS	SADYA CAPITAL, LLC
________________________	________________________
By: ISAAC D. TURNER	By:
Its: CITY MANAGER	Its:

EXHIBIT "E"


20' Water, Wastewater, Access Easement
4.052 ACRES
(176,498 SQ FT)
PARKWAY PLAZA
LOT 1, BLOCK A
POND
REPEAT
property.
POOL
PROPOSED HOTEL
20' Access Easement
20' Water, Wastewater, Access Easement (for sidewalk)

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

City Council Meeting
April 11, 2019
Transmittal Letter

Agenda Item #: 9

Agenda Title: **Receive update on upcoming April 13th neighborhood cleanup day.**

Council Action to be taken: Receive update

Department Submitted: Development Services

Staff Contact: Tom Yantis, Director of Development Services

1. PURPOSE/DESCRIPTION

Staff will provide an update on the upcoming 2019 Spring Neighborhood Cleanup.

2. STAFF ANALYSIS (How and Why)

The Neighborhood Clean Up will be from 8:00 am until noon. We will provide a light breakfast and hamburgers and hot dogs for lunch to the volunteers. We anticipate the volunteers working from 8:30 a.m. to 10:30 a.m. then having lunch at the site. The neighborhood selected for this spring's Neighborhood Clean Up is Maple and S. Doak Street from Pecan Street to W. Rio Grande Street. The Neighborhood Clean Up will involve local residents, volunteers from civic groups and religious organizations, City staff and businesses who are available to help that day.

The two City Wide Clean Up locations will be the same locations as have been used previously. Citizens can bring residential solid waste to the Public Works Yard at 1424 North Main Street. The entrance will be on Old Thorndale Road exiting onto Main Street. Citizens can also use the location at 1200 Welch Street between S. Doak Street and S. Edmond Street. The City Wide Clean Up is open from 8:00 a.m. to 3:00 p.m.

This program promotes community involvement to help make Taylor a more attractive place to live and work. A clean neighborhood is a healthy neighborhood. We all know the hazards that outdoor clutter can create by attracting rodents, mosquitoes, snakes, feral cats, etc. These health problems are easily prevented by keeping our neighborhoods clean. Working together can make a difference in our neighborhoods and our city.

3. RECOMMENDATION

Staff recommends receiving the report.

4. FUNDING SOURCE

Funding for the Neighborhood Cleanup comes from a combination of City funds, sponsorships and donations.

Sponsors include:
Walmart, Summit Custom Cabinets, Whataburger, Dudes Diesel Performance, Ringer Windows, Church of Jesus Christ of Latter Day Saints, Keep Texas Beautiful, HEB, Texas Beer Company, Tractor Supply, JustServe.org, KRXT FM Radio, Keep Taylor Beautiful, Taylor Press, Mr. and Mrs. Jesse Ancira

5. TIMELINE

The cleanup will be Saturday, April 13, 2019 from 8 a.m. to 12 p.m.

6. PRIOR COUNCIL ACTIONS TAKEN

Council approved the neighborhood cleanup location on March 14, 2019.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

N/A