

AGENDA

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

JANUARY 26, 2023, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)

CONSENT AGENDA

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

1. Approve minutes from the January 12, 2023 regular City Council meeting. (Dianna McLean)
2. Consider approving one-year lease agreement extension with Taylor American Legion in Murphy Park. (Jeff Jenkins)
3. Ratify City Manager's re-appointment of Tammy Sharp to the Civil Service Commission. (LaShon Gros)
4. Consider Ordinance 2023-03 granting Universal Natural Gas, LLC non-exclusive franchise agreement with the City of Taylor. (Brian LaBorde)
5. Consider Ordinance 2023-04, PZ-2022-1593, regarding a request for a specific use permit to allow a liquor store on approximately 1.698 acres of land, addressed as 3311 West Second Street, more particularly described by Williamson Central Appraisal District Parcel R432726, part of and out of the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas. (Tom Yantis)
6. Approve procurement policy as required for selecting and contracting with professional service providers for Federal Transportation Alternative Program Projects. (Jeff Jenkins)
7. Consider First Amended and Restated Emergency Service Organizations Agreement with Williamson County. (Daniel Baum)

PUBLIC HEARINGS / ORDINANCES

8. Ordinance 2023-05 Amend fee schedule (Jeff Wood)
9. Ordinance 2023-06 Amend FY23 budget (Jeff Wood)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

10. Receive TxDOT area road project updates. (Brian LaBorde/John Peters, PE, TxDOT Area Engineer/Christen Eschberger, PE, HNTB Williamson County Road Bond Program)

11. Consider Resolution R23-03 to Apply for Grant through the US Soccer Foundation and authorize the City Manager or their designee to act on behalf of the city on the grant application and execution of the project (Tyler Bybee)
12. Consider Ordinance 2023-02 amending Chapter 19 "Offenses - Miscellaneous" to include regulations on camping in public areas and a policy for trespass warnings on city property. (Brian LaBorde)
13. Acceptance for the St. David's two-year grant funding mental health initiatives at the Taylor Public Library. (Karen Ellis)
14. Receive update on sidewalk grant applications through the TXDOT Transportation Alternative grants program. (Jeff Jenkins)
15. Consideration of proposal from HDR Engineering for the Mustang Creek Wastewater Treatment Plant Train No. 2 Supplemental Carbon Feed and Solids Handling Project. (Jim Gray)

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

Executive Session 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. Potential ESD expansion into City of Taylor Extra Territorial Jurisdiction

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 January 23, 2023 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:


Jeff Jenkins, Deputy City Manager

Date

1/23/23



City Council Meeting January 26, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 1

Agenda Title: Approve minutes from the January 12, 2023 regular Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Dianna McLean

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
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4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

[1a. January 12, 2023 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
January 12, 2023 at 6:00 p.m.

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

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

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

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. Dr. Martin Luther King Jr. Day proclamation.

Mayor Rydell read the proclamation and presented it to Shorty Mitchell.

CITIZENS COMMUNICATION

Mary DeLaRosa – spoke on needed pay raises for Library staff.

Kathe Forrest – spoke on needed pay raises for Library staff.

Mayor Rydell suggested moving item #13 up on the agenda to accommodate many citizens in attendance for this item; Council concurred.

13. Receive a presentation from Lionheart Places and provide direction regarding an update to the Comprehensive Plan Restricted Growth Sector and related elements.

Rebecca Leonard with Lionheart Places – gave a presentation presenting the findings from the public engagement process and recommendations for revisions to the comprehensive plan. Recommendations are to Refine the Growth Sectors Map and Descriptions, Update Future Land Use Map, Modify Implementation Strategy #5, Create a new Strategy for Special Utility and Financing Districts in the ETJ, Describe the Update Process, and provide Consistency Language Updates.

Citizen communications:

Bill Albert – suggested staff create literature explaining changes to the comp plan and slow down the process.

John Kitsmiller – concerned for landowners by Samsung not being able to sell their property.

Mark DeLoach – suggested working with developers.

Cy Angelloz – feels government benefits from large companies but limits landowner sales.

Motion was made by Mayor Pro-Tem Anderson to receive the Lionheart presentation as presented. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

CONSENT AGENDA

2. **Approve minutes from the December 8, 2022 regular City Council meeting.**
3. **Concur with preliminary financials for November 2022.**
4. **Consider Ordinance 2023-01 regarding an amendment to the Transportation Master Plan of the Envision Taylor Comprehensive Plan.**
5. **Consider Resolution R23-01 approving the City Investment Policy and Investment Strategy.**
6. **Consider approving a Cooperative Purchasing Interlocal Agreement with Baytown.**
7. **Consider approving Resolution R23-02 awarding bid for the construction of HOME program houses.**
8. **Consider approving purchase of a Dodge Charger replacement #303 (Police Department), a Herbicide Spray Truck addition (Streets & Grounds), a 1-ton Truck addition (Streets & Grounds for MDUS), a 1 ton Truck addition (Streets & Grounds for TUF), a 1 ton Truck replacement #615 (Utility Maintenance), a ¾ ton Truck replacement #561 (Streets & Grounds), a ¾ ton Truck replacement #269 (Building Maintenance), a ½ ton Truck replacement #616 (Utility Admin), and a ½ ton Truck 4x4 addition (Airport).**
9. **Consider approving delivery charge for Gradall XL3100 V 4x4.**

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

PUBLIC HEARING/ORDINANCES

10. **Consider introducing Ordinance 2023-02 amending Chapter 19 “Offenses - Miscellaneous “to include regulations on camping in public areas and a policy for trespass warnings on city property.**

Brian LaBorde, City Manager - purpose of the ordinance is to address a noticeable increase in encampments and loitering on public properties or within public facilities causing vandalism or destruction of public property and provides for a program to address offenses on public properties.

The City Attorney read the caption of the Ordinance.

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AMENDING CHAPTER 19 ENTITLED "OFFENSES - MISCELLANEOUS" OF THE CODE OF ORDINANCES OF THE CITY OF TAYLOR, TEXAS TO INCLUDE REGULATIONS FOR CAMPING IN PUBLIC AREAS AND A POLICY FOR TRESPASS WARNINGS ON CITY PROPERTY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

First reading. No action was taken.

11. **Consider introducing Ordinance 2023-03 granting Universal Natural Gas, LLC non-exclusive franchise agreement with the City of Taylor.**

Brian LaBorde, City Manager - Universal Natural Gas, LLC., (UNIGAS) is a regulated natural gas distribution entity on file with the Texas Railroad Commission. Their initial development is

to serve RCR Logistics Park but potentially grow their services within the City of Taylor. This is the first franchise agreement for this company with the City of Taylor.

The City Attorney read the caption of the Ordinance.

ORDINANCE NO. 2023-03

AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC RIGHTS-OF-WAY TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF TAYLOR, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF TAYLOR; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

First reading. No action was taken.

12. **Hold a public hearing and consider introducing Ordinance 2023-04, PZ-2022-1593, regarding a request for a specific use permit to allow a liquor store on approximately 1.698 acres of land, addressed as 3311 West Second Street, more particularly described by Williamson Central Appraisal District Parcel R432726, part of and out of the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas.**

Tom Yantis, Development Services Director - In order for the applicant to operate a liquor store on the subject property, a specific use permit is necessary to meet the requirements from the City's Zoning Ordinance. The proposed use is compatible with the designation of this property as Area of Minimal Change in a Controlled Growth Sector as identified in the Envision Taylor Comprehensive Plan. The Planning and Zoning Commission held a public hearing on December 13, 2022, and unanimously recommended approval of the request.

Mayor Rydell opened the public hearing at 7:55pm. With no one appearing, the public hearing was closed at 7:55pm.

The City Attorney read the caption of the Ordinance.

ORDINANCE NO. 2023-04

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT FOR A LIQUOR STORE GENERALLY LOCATED AT 3311 W. SECOND STREET, LEGALLY DESCRIBED AS 1.698 ACRES OF LAND PART OF AND OUT OF THE H.G. JOHNSON SURVEY, ABSTRACT NO. 348, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT APPROVED HEREIN; PROVIDING A SAVINGS CLAUSE.

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

14. Present recommendation from the Impact Fee Advisory Committee for updated water and sewer impact fees and authorize publication of notice of a public hearing.

Tom Yantis, Development Services Director - City Council appointed the Planning and Zoning Commission as the capital improvements advisory committee and added Ed Komandosky as the ETJ representative. The committee met to review the proposed capital improvement plans and the associated impact fees and recommend adoption of updated fees.

Grady Reed, HDR Engineering – gave a presentation on the Impact Fee Committee’s responsibilities and recommendations.

Motion was made by Councilmember Garcia to receive the presentation from HDR including the recommendation from the Impact Fee Advisory Committee and authorize staff to publish notice of a public hearing to be held February 23, 2023. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

15. Consider Fourth Amendment to the Waste Connections contract, extending the contract date to 2028 and implementing new rates.

Jim Gray, Public Works Director - The new Waste Connections Extension will be a five-year contract with a five-year extension after that if the parties agree to the 2nd extension. This extension will include new commercial and industrial recycling opportunities. The Committee reviewed our new rates compared to surrounding communities and has recommended accepting the Waste Connections proposal.

Motion was made by Councilmember Garcia to accept the Waste Connections Extension extending to 2028 and new rates as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

16. Receive the Water Distribution Emergency report and consider staff recommendations.

Jim Gray, Public Works Director – gave a presentation on the emergency water line repairs during the recent freeze over the Christmas holiday. Due to minimal staff and the extent of the number of repairs, staff is recommending staff position changes to the water department.

Motion was made by Councilmember Garcia to receive the Water Distribution Emergency report as presented and add a position for a Crew Leader and two new Maintenance Worker positions

and reclassify a crew leader 1 position to a crew leader 2 position. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

Mayor Rydell read the Executive Session items and adjourned into closed session at 8:29pm.

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. Potential ESD expansion into City of Taylor Extra Territorial Jurisdiction

Executive Session II. The Taylor City Council will conduct a closed executive meeting under Section 551.074 of the Texas Government Code regarding a personnel matter.

- a. City Manager Evaluation

17. Reconvene into open session and take any action.

Mayor Rydell reconvened into open session at 9:54pm.

Motion was made by Councilmember Ariola to provide a 12% pay increase to City Manager Brian LaBorde to be effective immediately. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 9:55p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk



City Council Meeting January 26, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 2

Agenda Title: Consider approving one-year lease agreement extension with Taylor American Legion in Murphy Park.

Council Action to be taken: Consider lease agreement extension

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is for Council to consider approving a one-year lease extension to the property lease with the Taylor American legion.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Taylor American Legion leases property in Murphy Park located at 1310 Sycamore Street, for the building the Legion owns. The first lease for this started in 1929 and has been renewed in 1960, 1980 and 2000. The lease was temporarily extended in December 2021 and July 22. It needs to have an additional temporary one-year renewal, while negotiations continue on the longer-term lease.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
NA	NA

4. RECOMMENDATION

Staff recommends approve lease extension.

5. FUNDING SOURCE

NA

6. TIMELINE

Effective February 1st. Further negotiation on longer term lease will continue.

7. OTHER OPTIONS (In order of preference)
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NA

8. ATTACHMENTS

[2a. Lease agreement extension](#)

[2b. July 2022 6 Month Extension](#)

[2c. Previous lease from 2001](#)

EXTENSION OF LEASE AGREEMENT

Date: January 26, 2023

Lease: Lease Agreement between the City of Taylor and Graham D. Luhn Post No. 39, The American Legion, Department of Texas dated January 25, 2000

Date: January 25, 2000

Lessor: City of Taylor, a municipal corporation

Lessee: Graham D. Luhn Post No. 39, The American Legion, Department of Texas

Premises:

Being out of and a part of the City Park also known as Murphy Park and described by metes and bounds as follows:

BEGINNING at a point in said Park which is twenty-five (25) feet south and fifteen (15) feet east of the northeast corner of the Taylor High School Ball Park as same existed on the 2nd day of October, 1929; THENCE in an easterly direction and parallel with the north line of said Ball Park as it existed on the aforementioned date a distance of two hundred (200) feet; THENCE in a southerly direction along a line parallel with the east line of said Ball Park as it existed on said date, a distance of two hundred (200) feet THENCE in a westerly direction along a line parallel with the north line of said Ball Park as it existed on said date a distance of two hundred (200) feet; THENCE in a northerly direction along a line parallel with the east line of said Ball Park as it existed on the aforementioned date a distance of two hundred (200) feet to the place of beginning and containing two hundred (200) square feet of area.

Street address: N/A

City, county, state, zip: Taylor, Williamson County, Texas 76574

Lease Commencement Date: February 1, 2023

Lease Termination Date: February 1, 2024

Lessor and Lessee agree to the following:

1. On January 26, 2023, Lessor granted Lessee an extension of the Term until July 1, 2023 ("Additional Term").

2. Lessor hereby grants Lessee an extension of the Term for the period from February 1, 2023-February 1, 2024 (the "Second Additional Term").

2. During the Second Additional Term the lease will continue as written. The Lease is ratified as extended.

IN WITNESS WHEREOF, these presents have been executed this 26th day of January 2023.

THE CITY OF TAYLOR, TEXAS,
A municipal corporation

Brandt Rydell, Mayor City of Taylor

LESSOR

ATTEST:

Dianna McLean, City Clerk

GRAHAM D. LUHN POST NO. 39,
THE AMERICAN LEGION,
DEPARTMENT OF TEXAS,
a non-profit corporation

By:
Its:

LESSEE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS MEMORANDUM OF AGREEMENT AND LEASE CONTRACT made and entered into this the 25th day of January, 2000, by and between the City of Taylor, a municipal corporation located in eastern part of Williamson County, Texas, acting by and through the Chairman of its Board of Commissioners, hereunto duly authorized, hereinafter called LESSOR, and Graham D. Luhn Post No. 39, The American Legion, Department of Texas located in the City of Taylor, Williamson County, Texas, acting by and through its undersigned officer hereunto duly authorized, hereinafter called LESSEE,

WITNESSETH

Subject to the terms and conditions hereinafter set out, LESSOR does hereby LEASE and LET and LESSEE does hereby RENT from LESSOR the following described property lying and being situated in the City of Taylor, Williamson County, Texas, to-wit:

Being out of and a part of the City Park also known as Murphy Park and described by metes and bounds as follows:

BEGINNING at a point in said Park which is twenty-five (25) feet south and fifteen (15) feet east of the northeast corner of the Taylor High School Ball Park as same existed on the 22nd day of October, 1929; THENCE in an easterly direction and parallel with the north line of said Ball Park as it existed on the aforementioned date a distance of two hundred (200) feet; THENCE in a southerly direction along a line parallel with the east line of said Ball Park as it existed on said date, a distance of two hundred (200) feet; THENCE in a westerly direction along a line parallel with the north line of said Ball Park as it existed on said date a distance of two hundred (200) feet; THENCE in a northerly direction along a line parallel with the east line of said Ball Park as it existed on the aforementioned date a distance of two hundred (200) feet to the place of beginning, and containing two hundred (200) square feet of area.

1. The term of this lease is for a period of twenty (20) years commencing on the 1st day of January, 2001 and ending December 31, 2021.
2. The purpose of this lease is to enable LESSEE to have a meeting place for such local organization.
3. As consideration for the use of said premises and as rent and rental therefor LESSEE has paid to LESSOR the sum of Twenty Dollars (\$20.00) in cash, the receipt of which is hereby duly acknowledged, for the entire term of said lease and this lease shall be considered to be a fully paid up lease.
4. It is understood and agreed that in the event LESSEE should cease to exist as an American Legion Post or should it cease to use the premises for the purposes for which same are herein leased at any time during the term of this lease, this lease shall at once become null and void and of no further force and effect and all property located on said premises by the LESSEE

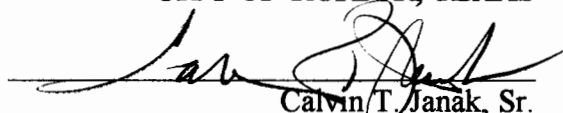
shall become and remain the property of the City of Taylor, Texas. Notwithstanding any terms and provisions contained in any previous lease between the parties hereto, it is acknowledged that the improvements situated on the hereinabove described property as of this date are owned by LESSEE herein. It is further understood that at the expiration of the term of this lease all improvements situated on said property shall become the property of the City of Taylor, Texas.

5. During the term of this lease or any extension or renewal hereof, LESSEE shall keep all improvements situated on said premises in a good state of repair and shall keep the entire premises in a clean, attractive and neat appearing condition.

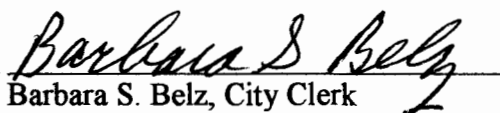
6. LESSEE herein shall protect, indemnify and hold the City of Taylor, Texas, free and harmless from any and all liabilities damages, claims, causes of action of every kind and character incurred in connection with the use of said premises including, but not limited, to court costs and reasonable attorney's fees and shall carry public liability and property damage insurance in amounts satisfactory to LESSOR.

IN WITNESS WHEREOF, these presents have been executed this the 25th day of January, 2008.

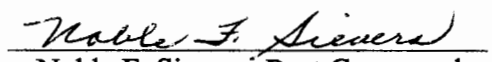
CITY OF TAYLOR, TEXAS


Calvin T. Janak, Sr.
Chairman, Board of Commissioners
LESSOR

ATTEST:


Barbara S. Belz, City Clerk

GRAHAM D. LUHN POST NO. 39
THE AMERICAN LEGION,
DEPARTMENT OF TEXAS


Noble F. Sievers, Post Commander
LESSEE

EXTENSION OF LEASE AGREEMENT

Date: July 28, 2022

Lease: Lease Agreement between the City of Taylor and Graham D. Luhn Post No. 39, The American Legion, Department of Texas dated January 25, 2000

Date: January 25, 2000

Lessor: City of Taylor, a municipal corporation

Lessee: Graham D. Luhn Post No. 39, The American Legion, Department of Texas

Premises:

Being out of and a part of the City Park also known as Murphy Park and described by metes and bounds as follows:

BEGINNING at a point in said Park which is twenty-five (25) feet south and fifteen (15) feet east of the northeast corner of the Taylor High School Ball Park as same existed on the 2nd day of October, 1929; THENCE in an easterly direction and parallel with the north line of said Ball Park as it existed on the aforementioned date a distance of two hundred (200) feet; THENCE in a southerly direction along a line parallel with the east line of said Ball Park as it existed on said date, a distance of two hundred (200) feet THENCE in a westerly direction along a line parallel with the north line of said Ball Park as it existed on said date a distance of two hundred (200) feet; THENCE in a northerly direction along a line parallel with the east line of said Ball Park as it existed on the aforementioned date a distance of two hundred (200) feet to the place of beginning and containing two hundred (200) square feet of area.

Street address: _____

City, county, state, zip: Taylor, Williamson County, Texas 76574

Lease Commencement Date: July 28, 2022

Lease Termination Date: February 1, 2023

Lessor and Lessee agree to the following:

1. Lessor grants Lessee an extension the Term for the period from January 1, 2022, to July 1, 2022 (the "Additional Term").

2. During the Additional Term the lease will continue as written.

The Lease is ratified as extended.

IN WITNESS WHEREOF, these presents have been executed this ____ day of July, 2022.

THE CITY OF TAYLOR, TEXAS,
A municipal corporation

Brandt Rydell, Mayor City of Taylor

LESSOR

ATTEST:

Dianna McLean, City Clerk

GRAHAM D. LUHN POST NO. 39,
THE AMERICAN LEGION,
DEPARTMENT OF TEXAS,
a non-profit corporation

By:
Its:

LESSEE



City Council Meeting January 26, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 3

Agenda Title: Ratify City Manager's re-appointment of Tammy Sharp to the Civil Service Commission.

Council Action to be taken: Ratify re-appointment

Department Submitted: City Manager/Human Resources

Staff Contact: Brian LaBorde, City Manager
LaShon Gros, Director, HR & Civil Service

1. PURPOSE/DESCRIPTION

This item is for Council to consider ratifying the City Manager's appointment of Tammy Sharp to the Civil Service Commission for another 3-year term.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor adopted Civil Service for sworn Police and Firefighters in 2004, based on Chapter 143 of the Texas State Local Government Code. Local Government Code 143.006 states that the Civil Service Commission shall be appointed by the City Manager and confirmed by Council. Duties of the commission include adopting local Civil Service Rules and Regulations to comply with state law, review hiring and promotional processes and on occasion hear disciplinary appeals and conduct investigations into employment related matters.

Mr. LaBorde is recommending the re-appointment of Ms. Sharp. Her application is attached for your review. There were no other applications submitted to fill this position.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Confirm Mr. LaBorde's re-appointment of Tammy Sharp to the Civil Service Commission for a 3-year term.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

Do not confirm the City Manager's appointment and continue soliciting applicants.

8. ATTACHMENTS

[3a. Tammy Sharp application](#)

[3b. Board roster](#)



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name	<u>Tammy Sharp</u>
Address (Residence and Mailing)	
	<u>611 Sloan Street</u>
	<u>Taylor, TX 76574</u>
How long at this residence?	<u>3 years</u>
Phone (Home)	<u>none</u>
Cell Phone	<u>831-214-1778</u>
Fax	<u>none</u>
Email	<u>[REDACTED]</u>

Occupation	<u>Human Resources Professional</u>
Employer	<u>City of Round Rock</u>
Address	<u>221 E. Main Street</u>
	<u>Round Rock, TX</u>
Work Phone	<u>512-218-5495</u>
Business owner?	☐ Yes ☐ No
Additional information?	<u></u>
Are you willing to meet via Zoom or other virtual software?	☒ Yes ☐ No

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

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

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

Nineteen (19) years of public service human resources professional experience including local government. See resume.

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

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

Signature Tammy Anne Sharp

Date January 19, 2022

Civil Service Board 1-2023				
Willing to be reappointed?	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
Yes	3	Tammy Sharp 611 Sloan Street (C) 831-214-1778 tammyannesharp@gmail	2-2022 (filled an unexpired term);	1-2023
	3	Carey Gambrell 1607 Tammi Lane Taylor, TX. 76574 (H) 512-309-4789 (C) 512-657-2346 coccarey@gmail.com	8-2021	1-2024
	3	Kimberly Hill 216 W. 10 th St. (C) 269-3763 Chember.hill@gmail.com	7-2019; 2022	1-2025

Staff liaison: LaShon Gros

Members: 3

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

Appointed by: City Manager, ratified by Council

Meets: As needed.

At the July 28, 2022 Council meeting, Council voted to change the term dates for the commissioners from beginning their term in July to beginning their term in January, to align with LGC 143.006.



City Council Meeting January 12, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 4

Agenda Title: **Consider introducing Ordinance 2023-03 granting Universal Natural Gas, LLC non-exclusive franchise agreement with the City of Taylor.**

Council Action to be taken: Consider ordinance

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

Purpose of a Rights of way (ROW) rental fee or franchise fee are the rental costs paid by utilities that use the city's rights-of-way or other city property to transmit their services. Rights of way, just like other land interests, are valuable to a city and cannot be given away to private companies free of charge as required under Article III, Section 52 of the Texas Constitution.

Universal Natural Gas, LLC., (UNIGAS) is a regulated natural gas distribution entity on file with the Texas Railroad Commission. UNIGAS has been around since 1993 and operates all over the State of Texas primarily in areas outside of Houston, DFW, San Antonio, and Austin. Their goal is to provide safe, reliable, and economical natural gas services to residential and commercial customers (unigas-tx.com). Their initial development is to serve RCR Logistics Park but potentially grow their services within the City of Taylor.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

This is the first franchise agreement for this company with the City of Taylor. This franchise agreement (FA) mirrors that to a previous Council-approved FA at the September 8th, 2022 Council meeting with SiEnergy gas company serving Samsung.

3. STAFF ANALYSIS (How and Why)

The fee is based off of gross receipts or gross revenue generated from the company, which more accurately reflects the value of the use of the right of way to the utility occupying it. The gross receipts methodology was codified by federal law for cable television providers, and by state law for gas, electric, and water utilities.

Section 182.025 (a) and (b) of the Texas Tax Code provide for cities that:

- (a) An incorporated city or town may make a reasonable lawful charge for the use of a city street, alley, or public way by a public utility in the course of its business.

With regard to the percentage to charge. Section 182.026(b)(2):

- (b) This subchapter does not...

- (2) impair or alter a provision of a contract, agreement, or franchise made between a city and a public utility company relating to a payment made to the city.

Therefore, a fee can be whatever the parties agree to in writing; however, cities look to best practices and comparison on what is a reasonable fee. Nonetheless, cities can choose to grant franchises as they see fit; however, gas companies do have a right to cross under city streets under the direction by the city as prescribed in Section 111 of the Texas Natural Resource Code and Sections 103 and 181 of the Texas Utilities Code.

Furthermore, the FA recognizes the newly adopted ROW management ordinance to follow permitting, design and constructing activity.

4. RECOMMENDATION

First reading of ordinance. Per common practice, Councils consider the FA first prior to execution by company.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- [4a. Draft Ordinance 2023-03 with franchise agreement](#)
- [4b. Exhibit A](#)

ORDINANCE NO. 2023-03

AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC RIGHTS-OF-WAY TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF TAYLOR, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF TAYLOR; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

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

SECTION 1. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "Affiliate" means any person or entity that directly or indirectly owns or controls, that is directly or indirectly owned or controlled by, or that is under common ownership or control with Grantee.
- B. "City" means the City of Taylor, in Williamson County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".
- C. "City Secretary" means the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- D. "City Council" means the City Council of the City as the governing body of the City.
- E. "City Engineer" means the City Engineer of the City, the Public Works Director of the City, or such other officer of the City designated to approve engineering plans and designs for construction within Public Rights-of-Way.

- F. “City Manager” means the City Manager of the City, the City Administrator of the City, or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.
- G. “Customer” means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Rights-of-Way.
- H. “Franchise Fee” or “Franchise Fees” shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- I. “Franchise Agreement” refers to this Ordinance.
- J. “Gas Sales” means the sale of natural gas to Grantee’s Customers located within the corporate limits of the City by use of the System.
- K. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- L. “Grantee” shall mean UNIVERSAL NATURAL GAS, LLC, a Texas limited liability company, and its successors and assigns.
- M. “Gross Receipts from Gas Sales” or “Gross Receipts” shall mean the operating revenue for the sale of gas after the Effective Date to the Grantee’s customers within the corporate boundaries of the City pursuant to the accounting principles established by the Federal Energy Regulatory Commission, including specifically Accounts 480, 481 and 482, as amended, except as modified herein, including:
- (1) all revenues derived or received, directly or indirectly, by the Grantee from the operation of the System within the corporate limits of the City;
 - (2) all revenues derived or received by the Grantee from the transportation of gas through the System within the City to customers located within the City (excluding gas transported to another gas utility in the City for resale to its customers within the City);
 - (3) the purchase price or, if the purchase price is not disclosed to the Grantee by the Transport Customer, the value of gas transported by Grantee for Transport Customers through the System within the City (“Third Party Sales”) (excluding the value of any gas transported to another gas utility in the City for resale to its customers within the City). Grantee shall request that each Transport Customer of the Grantee disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Grantee, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in “Inside FERC’s Gas Market Report” under “Delivered Spot-Gas Prices” (or a successor publication or another publication agreed upon by City and Grantee) as reasonably near the time as the transportation service is performed;

- (4) franchise fees paid pursuant to Section 11 of this Ordinance, contributions in aid of construction (“CIAC”), revenues from non-utility and non-regulated services or products, revenues billed but not ultimately collected or received by Company, and the following “miscellaneous charges”:
- (a) charges to connect, disconnect, or reconnect gas within the City;
 - (b) charges to handle returned checks from consumers within the City; and
 - (c) gross receipts fees.
- N. “Gross Receipts from Gas Sales” or “Gross Receipts” shall not include:
- (1) the revenue of any Person other than Grantee including, without limitation, any Affiliate of Grantee;
 - (2) sales taxes;
 - (3) interest or investment income earned by Grantee; and
 - (4) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City’s right-of-way.
- O. “Person” means an individual, corporation, general or limited partnership, limited liability company, trust, association, or other business or legal entity.
- P. “Public Right(s)-of-Way” means the present and future streets, medians, avenues, boulevards, parkways, roads, lanes, alleys, bridges, sidewalks, easements, highways, public utility easements, viaducts, bridges across water ways, and other public places within the municipal corporate limits of the City, whether dedicated or not, that are owned or controlled by the City and are available for Grantee’s use.
- Q. “System” means Grantee’s system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, easements, highways, and any other public place within the municipal corporate limits of the City.
- R. “Transport Gas” means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee’s System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee’s System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.

SECTION 2. GRANT OF FRANCHISE

- A. Subject to the terms and conditions of this Ordinance, the Grantor hereby grants to Grantee, its successors and assigns and Affiliates, for the term of ten (10) years from the Effective Date of this Ordinance, the right to enter upon the Public Rights-of-Way to construct, install, extend, remove, replace, abandon, operate and maintain a System along, across, over and under the Public Rights-of-Way for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee's System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Ordinance.
- B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee.
- C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.
- D. All of the regulations and activities required by this Ordinance are hereby declared to be governmental and for the health, safety, and welfare of the general public.

SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE

Grantee is expressly given the power and privilege to sell, transfer or assign the franchise granted hereby, or any part of this franchise, to any person, entity or corporation, but Grantee and such buyer, transferee or assignee shall first notify Grantor of: the name of the buyer, transferee or assignee; the type of service(s) intended to be provided through the facilities of such buyer, transferee or assignee; and the name, mailing address, and telephone number of a contact person associated with such buyer, transferee or assignee. Notice shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the city contact information provided in Section 23 of this agreement.

SECTION 4. USE AND REPAIR OF THE PUBLIC RIGHTS-OF-WAY; PERMIT PROCESS

- A. Grantee and its contractors shall give Grantor reasonable notice of the dates, location and nature of all work to be performed on its System within the Public Rights-of-Way.
- B. Grantee's System shall be of sound material and good quality, and shall be laid so that it will not interfere with the artificial drainage of the City or its underground fixtures, or with navigation in or the natural drainage of any stream. Grantee's System shall be erected, placed, extended, repaired, laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, cause the least interference with other existing public uses of the Public Rights-of-Way, including but not limited to existing sewer, water, pipes, electricity, telephone wires, public or private drains, and any other facilities within the City and also including those utilities granted by franchise or permit

by the City. Within the Public Rights-of-Way, the location and route of the System shall be subject to the reasonable and proper regulation, direction and control of the City or the City official to whom such duties have been delegated. In order to initiate any work on existing Grantee facilities or the System within the Public Rights-of-Way, Grantee must obtain a permit under the procedure enumerated in the City's Right-of-Way Management Ordinance.

- C. This Ordinance shall constitute a permit for Grantee to park vehicles in the Public Rights-of-Way when necessary for the installation, replacement, abandonment, operation or maintenance of Grantee's System.
- D. No permit shall be required to initiate emergency repairs, including repairing gas leaks or as may be required by the rules and regulations of the Railroad Commission of Texas and the Texas One-Call Statute (Texas Utilities Code, Chapter 251, and any successor statutes). Grantee shall give the City telephone and e-mail notice of the initiation of emergency repairs as soon as practicable under the circumstances, but no later than 24 hours after initiation of such work, and shall seek a permit pursuant to the City's Right-of-Way Management Ordinance following completion of the work. If in conducting such emergency repair work there is anticipated or actual blockage of traffic lanes on any major thoroughfares or in public school zones that will be longer than 15 minutes, Grantee shall give the City telephone and email notice immediately upon initiation of such work.
- E. After completion of any work in the Public Rights-of-Way, Grantee shall, with due diligence and dispatch, comply with the City's Right-of-Way Management Ordinance and all other City ordinances governing time periods and standards relating to performing work in the Public Rights-of-Way to place the Public Rights-of-Way in a condition in compliance with the Grantor's reasonable standards and specifications. No Public Right-of-Way shall be encumbered for a longer period than shall be necessary to execute the work.
- F. Grantee shall keep current and up-to-date maps showing the physical location of Grantee's System and make the maps available for inspection by the Grantor at no cost during normal work hours.

SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice, and in accordance with all State, Federal and City regulations, and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

SECTION 6. DEPTH OF PIPELINES

After the Effective Date of this franchise, Grantee's main or lateral lines installed or replaced in Public Rights-of-Way shall be installed or replaced at depths which comply with all applicable state and federal rules, regulations and company policies establishing minimum safety standards

for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

SECTION 7. DUTY TO MOVE OR ALTER LINES

- A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Rights-of-Way. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by Grantor or its agents' or contractors' negligence.
- B. Grantee shall, upon the written request of Grantor, relocate, or modify its System's facilities within Public Rights-of-Way at Grantee's own expense, exclusive of any facilities within the System installed for service directly to the City, whenever such relocation or modification shall be reasonably necessary to accommodate a street widening or traffic lane adjustment project or any other public works project by the City affecting the Public Right-of-Way in which the Facilities are located, including water, sewer, drainage and change of grade projects by City.
- C. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement, if Grantee provides the Grantor its appropriate cost and expense documentation prior to the filing of the application. Grantor shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to Grantor.
- D. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.

SECTION 8. IF GRANTOR SHALL REQUIRE THE GRANTEE TO ADAPT OR CONFORM ITS SYSTEM OR IN ANY WAY TO ALTER, RELOCATE OR CHANGE ITS PROPERTY TO ENABLE ANY OTHER PERSON, FIRM, CORPORATION OR ENTITY (WHETHER PUBLIC OR PRIVATE), OTHER THAN THE GRANTOR, TO USE THE PUBLIC RIGHTS-OF-WAY, THE GRANTEE SHALL BE REIMBURSED BY THE PERSON, FIRM CORPORATION OR ENTITY DESIRING OR OCCASIONING SUCH CHANGE FOR ANY AND ALL LOSS, COST OR EXPENSE OCCASIONED THEREBY. INDEMNIFICATION

Grantee and its successors and assigns shall indemnify, save, defend, protect and hold City and its agents, successors, assigns, legal representatives, employees, contractors, elected and non-elected

officials and officers harmless from and against any and all claims, damages, losses, liabilities, demands, costs, causes of action, settlements, awards, penalties, fees assessments, fines, charges, demands, liens, punitive damages, attorney fees and judgments of every kind or character, known or unknown, fixed or contingent (collectively "Claims") arising out of the acts or omissions of the Grantee, its servants, agents, employees, contractors, subcontractors, licensees, or any other person or entity in connection with the Grantee and the operation of this Franchise Agreement, including without limitation any claims arising from tort, personal injury, death, property damage or nuisance, provided however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims. The indemnity provided for in this paragraph shall not apply to any Claims or liability resulting from the acts, omissions, or negligence of the City, its agents, legal representatives, employees, contractors, elected and non-elected officials and officers or any other person or entity in connection with the City.

SECTION 9. GRANTEE'S RATES, RULES AND REGULATIONS

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances, and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, any tariffs filed with the Railroad Commission of Texas, available on the Railroad Commission of Texas's website, and attached to this Franchise Agreement as Exhibit A.

SECTION 10. INSPECTION OF RECORDS

Grantee shall permit Grantor or its agents to inspect, examine and audit, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section.

SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- [1] Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts

received by Grantee, per billing period, from the transportation and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City; Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located in the City. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.

- [2] Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the Effective Date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City on a quarterly basis, on or before the forty-fifth (45th) day following the end of each calendar quarter. Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.
- [3] Any payments that are received after 5:00 P.M. on the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the Grantor. Interest shall be calculated in accordance with the interest rate for customer deposits established in accordance with Texas Utilities Code Section 183.003 for the time period involved.
- [4] All fees associated with obtaining a permit shall be dictated by the City's Right-of-Way Management Ordinance. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Rights-of-Way and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.
- [5] Grantor may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action ("Audit Period"). Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the Grantor, all books and records related to Grantee's operations under this Ordinance shall be made available for inspection and copying no later than thirty (30) days from receipt of such request. If an audit determines underpayments or overpayments occurred during the Audit Period, Grantee shall pay such underpayments and may deduct such overpayments from

the succeeding Franchise Fee payment with interest until paid in full at a rate equal to the return on equity granted to Grantee in its most recent proceeding setting rates applicable to customers within the corporate limits of the City.

- B. The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City.
- C. Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

SECTION 12. CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, regulations, and ordinances of Grantor now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adoption and acceptance of this Ordinance.

In addition to all other rights, powers and remedies retained by the Grantee and Grantor under this Franchise Agreement or otherwise, in the event a dispute arises regarding the obligations under this Franchise Agreement, the Grantor shall give written notice specifying the nature of the dispute to the Grantee. The Grantee shall have 30 (thirty) days from receipt of such notice to remedy the dispute. If the cure cannot reasonably be completed within such 30-day period, commercially reasonable best efforts to complete such cure shall be used. In the event a remedy does not occur, the Grantor shall give 20 days' written notice of intent to pursue additional judicial and/or legal remedies to the Grantee, including but not limited to injunctions to prevent breaches of this Franchise Agreement and to enforce specifically the terms and provisions of this Franchise Agreement, or termination of this Franchise Agreement. Any termination under this provision shall be by ordinance adopted by City Council. Actions taken by Grantee in order to comply with then-current laws and regulations shall not be considered grounds for a dispute hereunder. Nothing herein shall be construed to limit Grantee's or Grantor's right to seek judicial determination of a breach of this Franchise Agreement.

SECTION 13. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and

Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

SECTION 14. EFFECTIVE DATE

This ordinance shall take effect and be in full force immediately upon the date of its final passage (“Effective Date”).

SECTION 15. NOTICE OF ORDINANCE

Full text of Ordinance shall be published once, within fifteen (15) days following the first reading, in a newspaper of general circulation in the City, and the expense of such publication shall be borne by the Grantee.

SECTION 16. ACCEPTANCE BY GRANTEE

Grantee shall have thirty days from the execution of this Ordinance within which to file in the office of the City Secretary its consent to and written acceptance of the provisions and conditions of this Franchise Agreement.

SECTION 17. REPEALER

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed.

SECTION 18. SEVERABILITY

That it is hereby declared that the sections, articles, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if any phrase, clause, sentence, paragraph, subsection, article, or section of this ordinance shall be declared void, ineffective, or unconstitutional by a valid judgment or final decree of a court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, articles, or sections of this ordinance since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective, or unconstitutional phrase, clause, sentence, paragraph, subsection, article, or section.

SECTION 19. NO WAIVER OF POWER.

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Grantee shall not be construed as a limitation of the powers and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Grantee shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

SECTION 20. CITY RESERVES POWER

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Grantee to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Grantee's System shall be made at Grantee's expense, subject to the Grantee's right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

SECTION 21. VENUE

This Franchise Agreement is performable in Williamson County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Williamson County, Texas.

SECTION 22. ANNEXATIONS

Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice. Upon receipt of notice of annexation from the City, Grantee shall have one hundred eighty (180) days to begin collecting and paying the Franchise Fee for any revenues received from Grantee's customers residing in the newly annexed territories.

SECTION 23. RENEWAL OF FRANCHISE; NOTICE

Upon expiration of the initial ten (10) year term of this Franchise Agreement, unless one of the parties provides written notice of termination to the other party hereto, this Franchise Agreement shall be automatically renewed for up to two (2) successive terms, with each renewal term lasting for two (2) years. Either party may provide written notice of termination to the other party prior to the expiration of a renewal term.

Notices to Grantee shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.)
Attn: General Counsel
9950 Woodloch Forest Drive, 22nd Floor
The Woodlands, TX 77380

Notices to the City shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

City of Taylor

Attn: City Manager
400 Porter Street
Taylor, TX 76574

With a copy to:

Mark Schroeder
Hejl & Schroder, P.C.
311 Talbot Street
Taylor, TX 76574

Any party may change the address to which notices and other communications hereunder are to be delivered by giving notice to the other party in the manner described herein.

SECTION 24. PROOF OF LIABILITY TO PERFORM UNDER THIS FRANCHISE

At the City's request, the Grantee will provide a copy of its Annual Report to the City Manager each year as proof of its financial ability to perform the duties required by this franchise.

SECTION 25. INSURANCE

During the term hereof, the Grantee shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. At the City's request, the Grantee will provide a certificate of insurance evidencing such coverage.

SECTION 25. IMPACT OF OTHER MUNICIPAL FRANCHISE AGREEMENTS.

A. This section applies only if, after the Effective Date of this Franchise Agreement, Grantee enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way, which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise Agreement. In the event of an occurrence as described in this section, City shall have the option to:

[1] Have Grantee select, within 30 days of the City's request, any or all portions of the Franchise Agreement with the other municipality or comparable provisions that, at Grantee's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and

[2] Modify this Franchise Agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Grantee pursuant to subsection 25.A.1. above. In no event shall City be able to modify this Franchise Agreement to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this Franchise Agreement also being modified to include all of the other provisions identified by Grantee pursuant to subsection 25.A.1.

B. City may not exercise the option provided in subsection 25.A.1. if any of the provisions that would be included in this Franchise Agreement are, in Grantee's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option pursuant to this section, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Grantee shall have the right to cancel the modification of this Franchise Agreement made pursuant to this section, and the terms of the Franchise Agreement shall immediately revert to those in place prior to City's exercise of its option under this section.

C. Notwithstanding any other provision of this franchise, should the City exercise the option provided in subsection 25.A.1., and then adopt any rule, regulation, ordinance, law, Code, or Charter that, in Grantee's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this Franchise Agreement pursuant to subsection 25.A.1., then Grantee shall have the right to cancel all of the modifications to this Franchise Agreement made pursuant to subsection 25.A.1., and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the Franchise Agreement shall revert to those in place prior to the City's exercise of its option under subsection 25.A.1. The provisions of this section shall apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments.

SECTION 26. COMPLIANCE WITH CHARTER AND ORDINANCES.

Grantee's operations and activities within the Public Rights-of-Way in the City shall be subject to all City ordinances, including the City's Right-of-Way Management Ordinance, and the City's Charter, unless otherwise in conflict with any federal or state laws or this Franchise Agreement. Grantor shall endeavor to provide Grantee with reasonable notice and opportunity to review and comment upon any new or revised City laws that impact Grantee's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws to Grantee. Nothing herein shall be deemed a waiver, release or relinquishment of any right by either party to contest, appeal, or file suit with respect to any action or decision of the other party.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
TAYLOR, TEXAS, THIS _____ DAY OF _____, 2023.**

Brandt Rydell, MAYOR

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this _____ day of _____, 2023.

UNIVERSAL NATURAL GAS, LLC

By: _____

Name: _____

Title: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, _____ of UNIVERSAL NATURAL GAS, LLC, and who represents he has been given authority to sign this Agreement by and on behalf of said entity.

Notary Public, State of _____

UNIVERSAL NATURAL GAS, LLC D/B/A UNIVERSAL NATURAL GAS, INC.
RESIDENTIAL SERVICE
RATE SCHEDULE RES

AVAILABILITY

This schedule is available to residential consumers receiving natural gas service from UNIGAS (hereinafter called "Company").

APPLICATION OF SCHEDULE

The Company will provide distribution service for the delivery of gas supply through the Company's facilities to eligible residential customers residing in single family or multi-unit residential dwellings in which each unit requires a separate connection and meter. Gas supplied hereunder is for the individual use of the Consumer at one point of delivery and shall not be resold or shared with others. If the Consumer has a written contract with Company, the terms and provisions of such contract shall be controlling.

BASE MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly billing period rate for each customer receiving service under this rate schedule shall be the sum of the following:

Monthly Customer Charge:	\$25.43
Base Charge:	\$18.00
Interim Rate Adjustment:	\$7.43*
All Gas Consumed at:	\$3.14 per Mcf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule COG.

Taxes: Plus applicable taxes and fees related to above in accordance with the provisions of Rate Schedule TAXES.

Pipeline Safety Inspection Fee: The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety Inspection Fee, Rate Schedule PSFUG.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Rate Case Expense Rider: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.

Miscellaneous Service Charges: The billing shall reflect adjustments in accordance with provisions of the Miscellaneous Service Charges, Rate Schedule M.

UNIVERSAL NATURAL GAS, LLC D/B/A UNIVERSAL NATURAL GAS, INC.
COMMERCIAL SERVICE
RATE SCHEDULE COMM

AVAILABILITY

This schedule is available to commercial and other non-residential (hereinafter called “Commercial”) customers receiving natural gas service from UNIGAS (hereinafter called "Company").

APPLICATION OF SCHEDULE

The Company will provide distribution service for the delivery of gas supply through the Company's facilities to eligible Commercial customers in which each unit requires a separate connection and meter. Gas supplied hereunder is for the individual use of the Customer at one point of delivery and shall not be resold or shared with others. If the Customer has a written contract with Company, the terms and provisions of such contract shall be controlling.

BASE MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly billing period rate for each customer receiving service under this rate schedule shall be the sum of the following:

<u>UNIGAS – COMMERCIAL TARIFF MATRIX</u>				
<u>COMMERCIAL CUSTOMER DESCRIPTION</u>	<u>MONTHLY CONSUMPTION CRITERIA</u>		<u>BASE COMMERCIAL TARIFF RATES</u>	
	<u>Equal to or Greater Than:</u>	<u>Less Than or Equal to:</u>	<u>Monthly Meter Charge</u>	<u>Commodity</u>
Small Commercial	0.0 Mcf/Mth.	150.0 Mcf/Mth.	\$45.00/Mth. (Base) + \$27.11/Mth. (Interim Rate Adj.)* = \$72.11/Mth. (Total)	\$2.91/Mcf
Large Commercial	150.1 Mcf/Mth.	N/A	\$175.00/Mth. (Base) + \$495.07/Mth. (Interim Rate Adj.)* = \$670.07/Mth. (Total)	\$2.91/Mcf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule COG.

Pipeline Safety Inspection Fee: The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety Inspection Fee, Rate Schedule PSFUG.

Taxes: Plus applicable taxes and fees related to above in accordance with the provisions of Rate Schedule TAXES.

Rate Case Expense Rider: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.

Miscellaneous Service Charges: The billing shall reflect adjustments in accordance with provisions of the Miscellaneous Service Charges, Rate Schedule M.



City Council Meeting

January 12, 2023

Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: 5

Agenda Title: Hold a public hearing and consider introducing Ordinance 2023-04, PZ-2022-1593, regarding a request for a specific use permit to allow a liquor store on approximately 1.698 acres of land, addressed as 3311 West Second Street, more particularly described by Williamson Central Appraisal District Parcel R432726, part of and out of the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas.

Council Action to be taken: Hold Public Hearing and Introduce Ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

The applicant intends to operate a liquor store in an existing building located at 3311 W. 2nd Street in an area currently zoned B-1. In order for the applicant to operate a liquor store on the subject property, a specific use permit is necessary to meet the requirements from the City's Zoning Ordinance; specifically, Chapter 3, Section 3.2, Table 3.7, where 'S' indicates approval via a Specific Use Permit. The proposed use of this building is compatible with the designation of this property as Area of Minimal Change in a Controlled Growth Sector as identified in the Envision Taylor Comprehensive Plan.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The subject property is located in the western part of Taylor along US 79/W. 2nd Street. The subject property is located between Lorax Lane and Hermann Sons Road (CR 402), west of Carlos G. Parker Blvd. The applicant intends to finish out approximately 2,000 square feet of an existing structure on the subject property to accommodate a liquor store. The subject property was previously occupied by several bar and grill establishments in the past, all of which have ceased operation.

The Planning and Zoning Commission held a public hearing on December 13, 2022, and unanimously recommended approval of the request for a specific use permit to operate a liquor store at the subject property.

After the P&Z meeting on December 13, staff were approached by a member of the public that did not provide a written public comment or arrive in time to make a verbal statement during the public hearing. The individual informed staff that they were currently in the process of opening a church in the building directly next to the subject property at 3307 W. 2nd St.

The application for the specific use permit for the liquor store was filed on November 15, 2022. The application for the adjacent property (3307 W. 2nd St.) to obtain their Certificate of Occupancy for the church was filed on November 16, 2022 but had not been issued as of the date of the public hearing for the specific use permit.

A reconnaissance of the subject property and that of the adjacent property was not indicative of any ongoing operations. Externally each of the sites only display For Sale and/or For Lease signage. Upon investigation it was found that a certificate of occupancy had not been issued for the building at 3307 W. 2nd St. since prior to 2018. At the time of writing this report, no certificate of occupancy has been issued for a church at 3307 W 2nd St. An update will be provided on the status of the certificate of occupancy request for the church at the City Council meeting.

If a church were legally occupying the space at 3307 W. 2nd Street, the City of Taylor Code of Ordinance, Chapter Three, Alcoholic Beverages states the following, “the sale within the corporate limits of the city, of any alcoholic beverage by any dealer where the place of business of any such dealer is within 300 feet of any church, if the church is not located in the Central Business District, or a public school or a public hospital shall be unlawful. No distance requirements from a church in the Central Business District are imposed for the sale of alcoholic beverages from the place of business by any dealer.”

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Utilization of an existing building. • Promoting business within the City.	• Removed from populated part of the City of Taylor – vehicular travel required.

4. RECOMMENDATION

The Planning and Zoning Commission unanimously recommended approval of the proposed specific use permit at their December 13, 2022 meeting.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – December 13, 2022

City Council public hearing and ordinance introduction – January 12, 2023

City Council consideration of ordinance approval – January 26, 2023

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

8. ATTACHMENTS

[5a. Staff Report](#)

[5b. Letter of Intent](#)

[5c. Location/Zoning Map](#)

[5d. Notice Area Map](#)

[5e. Letters received](#)

[5f. Ordinance](#)

[5f\(a\). Exhibit A Survey](#)

[5f\(b\). Exhibit B Zoning Map](#)

[5g. PowerPoint presentation](#)

City of Taylor
PZ-2022-1593
Specific Use Permit
Staff Report

Item Details

Subject Property:	3311 W. 2nd St.
Total Acreage:	Approximately 1.6 acres
Legal Description:	1.698 acres of land part of and out of the H.G. Johnson Survey, Abstract No. 348
Applicant(s):	Zachary Alexander, Zach of All Trades Contractors, LLC
Property Owner(s):	Robert Marks and Ebrahim Manoochehri, Manar Investments, LLC
Request:	A request to obtain a Specific Use Permit to accommodate a liquor store on a commercial property currently zoned B-1.
Case History:	This is the first hearing of this request.

Overview of Applicant's Request & Background

The subject property is located in the western part of Taylor along US 79/W 2nd Street. The building is currently vacant. The applicant intends to finish out approximately 2,000 square feet of an existing structure on the subject property to accommodate a liquor store. This commercial property is currently zoned B-1. Table 3.7 of the Taylor Code in Appendix B – Zoning Ordinance indicates that a liquor store in this zoning requires a Specific Use Permit (SUP) to be approved to allow this use. Previously, the building on the subject property housed businesses including Taz's Backyard Saloon, Taylor Sports Bar, and Duck Pond Bar and Grill.

Location:

The subject property is located between Lorax Lane and Hermann Sons Road (CR 402), west of Carlos G. Parker Blvd. in Taylor. It is on the south side of US-79 / W. 2nd Street.

Physical and Natural Features:

The subject property is partially developed. There is a building on-site with a paved parking lot. There is an existing wooden fence on the property enclosing the undeveloped land on the site.

Growth Sector Designations:

The subject property is located within the Controlled Growth Sector. The Controlled Growth Sector consists of areas that can support limited development based on proximity to an existing or planned thoroughfare or utility infrastructure (Envision Taylor Comprehensive Plan Pg. 82).

Future Land Use and Zoning Designations:

The subject property was assigned the land use designation Area of Minimal Change from the Envision Taylor Comprehensive Plan (Pg. 65). These areas are not intended to accommodate future growth and redevelopment and should generally remain unchanged during the time frame of the Envision Taylor Comprehensive Plan.

The subject property is currently zoned B-1 Local Business. The B-1 district provides for adequate high-density commercial development within the City, while maintaining consistency and continuity within the community. The surrounding properties are zoned as the following:

Direction	Zoning District	Future Land Use	Existing Land Use
North	BP-2 Business Park 2 M-1 Light Industrial B-2 General Business	Area of Minimal Change	Clark Charter Business, Vacant Lot(s), Various Commercial Businesses
South	M-1 Light Industrial	Area of Minimal Change	State of Texas Maintenance Facility
East	B-1 Local Business	Area of Minimal Change	Commercial Business
West	B-1 Local Business	Area of Minimal Change	Undeveloped/Vacant

Transportation

The property is bounded by US-79 to the north and a dirt road to the west. US-79 is identified as a Regional Road in the Envision Taylor Transportation Master Plan which is designed to move vehicles between the City of Taylor and other communities (Pg 106).

Utilities

The subject property is located within the City's service area for water and wastewater. There is an existing 16-inch water line along US-79. There are currently no wastewater lines extending to the subject property. The subject property will likely need to be serviced by on-site septic if it is not currently.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the variance request (8 notices), and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, November 27, 2022.

Staff Analysis

The request from the applicant is to establish a business in an existing building to accommodate a liquor store at 3311 W. 2nd Street. This location has historically been utilized for related businesses. The intended repurposing of this building aims to utilize existing facilities in an area identified for minimal change in the Comprehensive Plan. The subject property was previously occupied by several bar and grill establishments. In comparison, the nature of the proposed request is a less intense commercial endeavor as the traffic the proposed liquor store will produce will be that of patrons that will make a transaction and leave relatively quickly as opposed to a bar and grill setting where patrons stay longer to drink and dine. The proposed specific use permit is consistent

with the intent of the land use policies on the Comprehensive Plan to focus on bringing businesses to Taylor and utilizing existing buildings and infrastructure.

After review, staff recommends approval of the request for a specific use permit to allow a liquor store located at 3311 W. 2nd Street.

Planning and Zoning Commission

The Planning and Zoning Commission is charged with reviewing all requests for specific use permits and recommends to City Council either in favor of or opposition to each request.

In determining a recommendation on a specific use permit request, the Planning and Zoning Commission members consider the following factors:

- **Is the Specific Use Permit consistent with the Comprehensive Plan?**

The application for a specific use permit request is consistent with the Comprehensive Plan. The property is within the area of minimal change. The specific use permit would allow a new business to inhabit an existing structure and bring business to the City of Taylor.

- **Is the Specific Use Permit compatible with the surrounding area?**

The subject property is in a sparsely built area along a major regional roadway. The businesses surrounding the property range in use from workshops to warehouses, so a liquor store would likely not be incompatible.

- **Does the Specific Use Permit promote public health, safety, or general welfare?**

Staff analysis determined that a specific use permit for this property will promote the general welfare of the community by promoting local business within the city.

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

Based on the current understanding of the infrastructure in place which includes access to city water access, an assumed septic system (which may need to be evaluated for capacity) and an existing parking lot, the subject property has adequate existing infrastructure and at this time no utility extensions are proposed to meet the capacity needed for the proposed business.

- **Do current conditions indicate that a specific use permit is necessary?**

In order for the applicant to operate a liquor store on the subject property, it was determined that a specific use permit would be necessary to meet the requirements from the City's Zoning Ordinance; specifically, Chapter 3, Section 3.2, Table 3.7, where 'S' indicates approval via a Specific Use Permit.

Attachments:

1. Letter of Intent
2. Zoning Map
3. Notice Area Map
4. Citizen Responses
5. Ordinance
 - a. Exhibit A Survey
 - b. Exhibit B Zoning Map

TWIMC,

We are requesting a Specific Use Permit (SUP) for 3311 W 2nd St, Taylor, TX. Legal Description: AW0348 JOHNSON, H.G. SUR., ACRES 1.6. It is the intent of the owners to finish out 2000 sf of this property to accommodate a liquor store: Ricardo Vides of Davenport Liquor. The commercial property is currently zoned as B1 and requires this exception.

Regards,



Zachary Alexander

Managing Member

Zach of All Trades Contractors, LLC

C: 512-497-2929

O: 512-698-0768

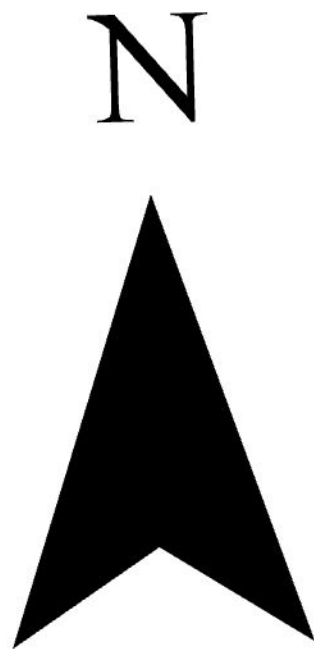
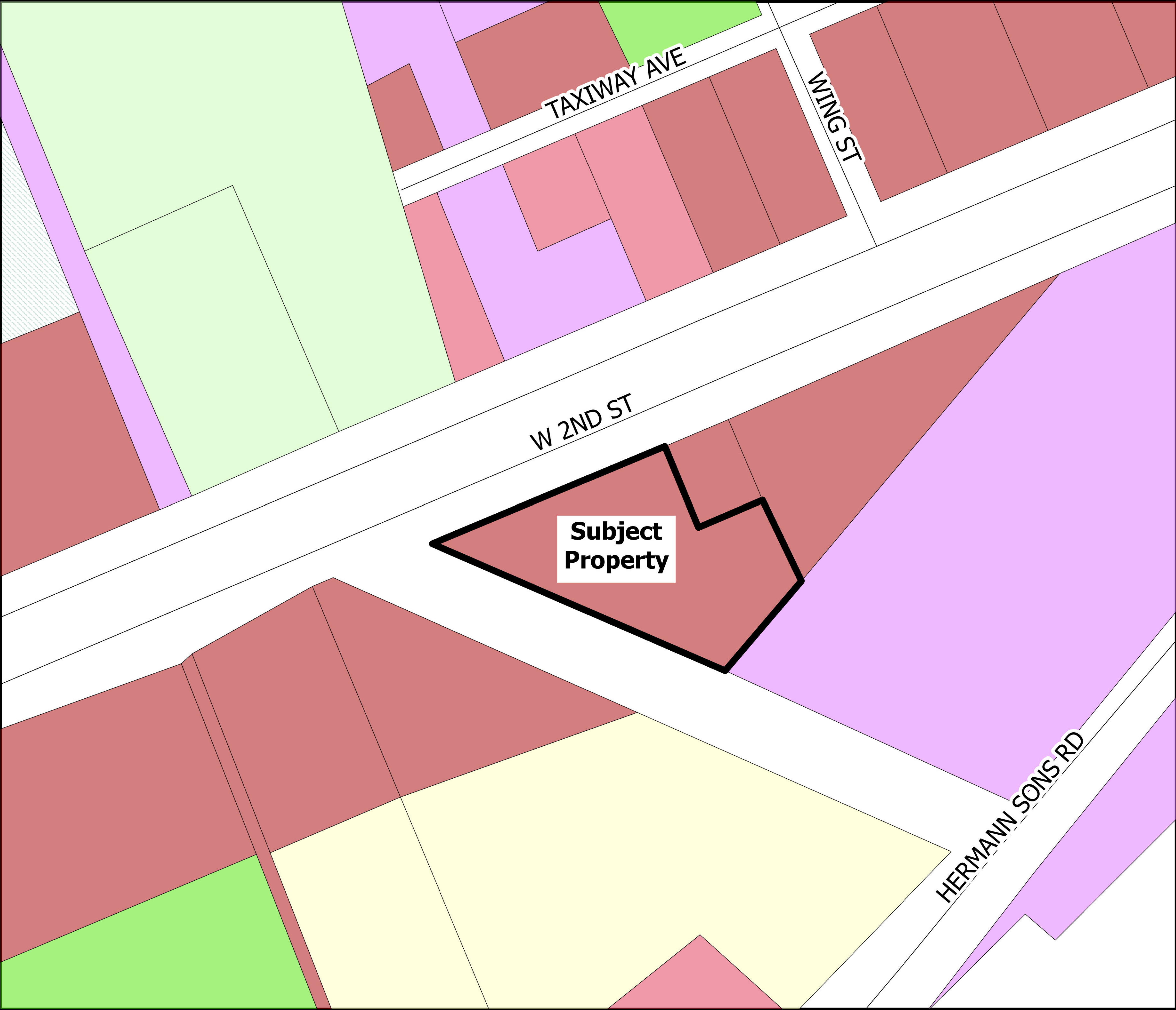
E: zach@zoatc.com

11801 Domain Blvd Suite 300

Austin, TX 78758



ZACH OF ALL TRADES
— CONTRACTORS —

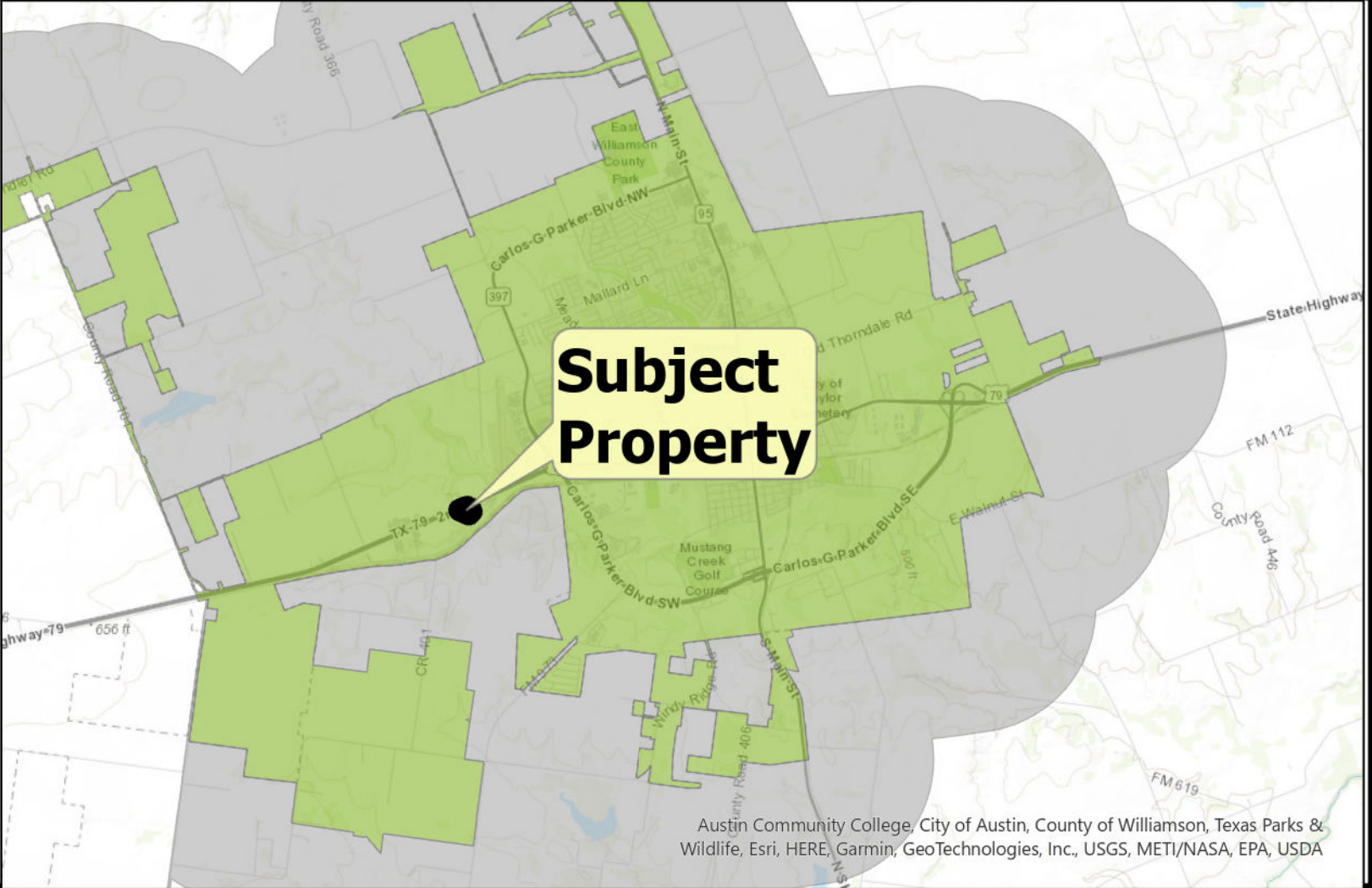


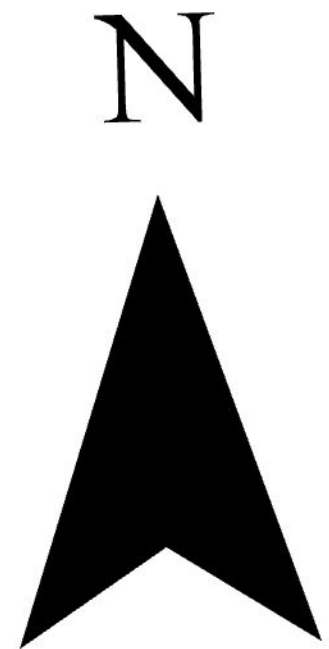
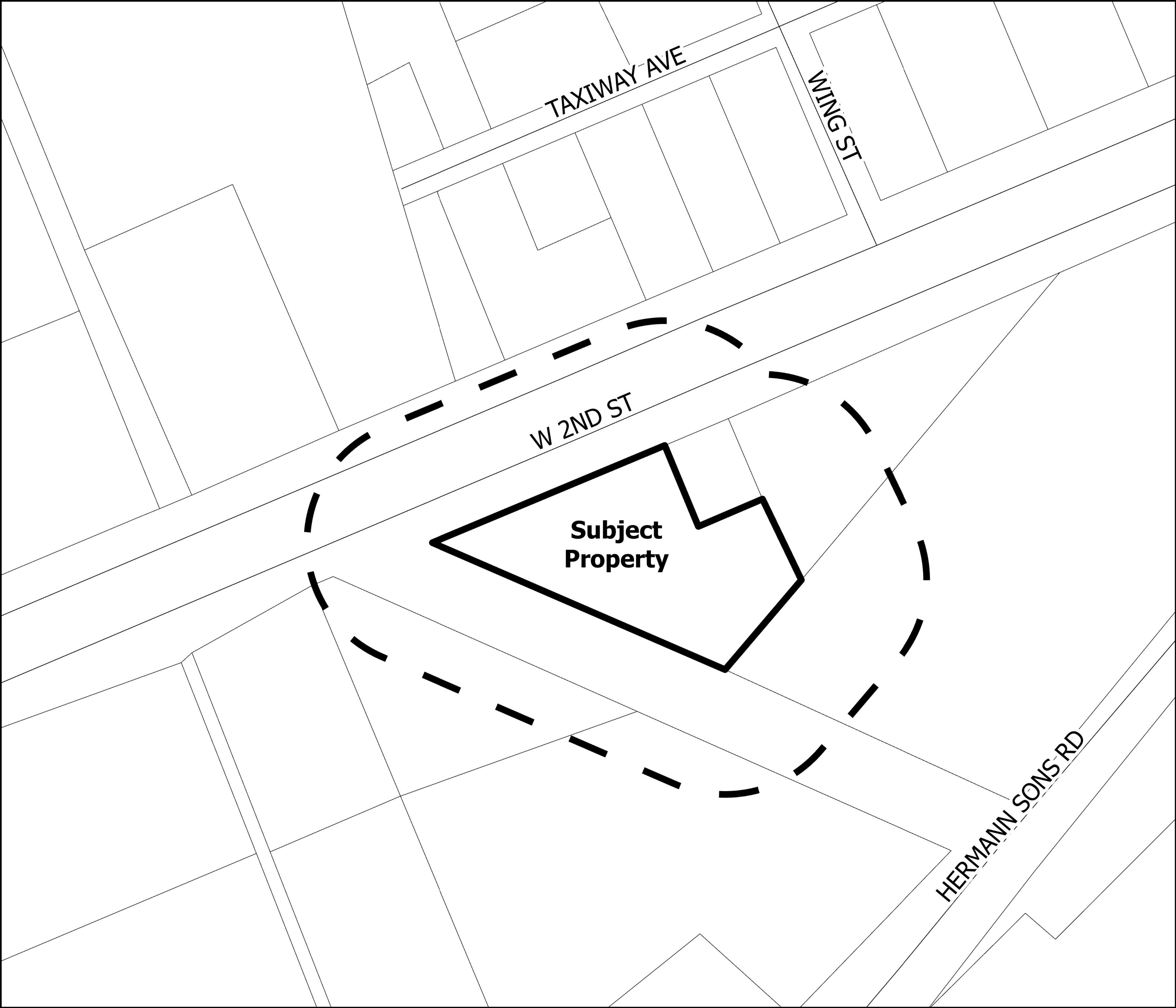
PZ-2022-1593

**Davenport Liquor SUP
Location Map
Approximately 1.698 Acres**

Legend

- | | |
|------------------|--------------------------|
| Subject Property | BP-2 Business Park 2 |
| Parcels | M-1 Light Industrial |
| Streets | M-H Manufactured Housing |
| ZONING | R-1 Single Family |
| B-1 | R/A Rural Agriculture |
| B-2 | |



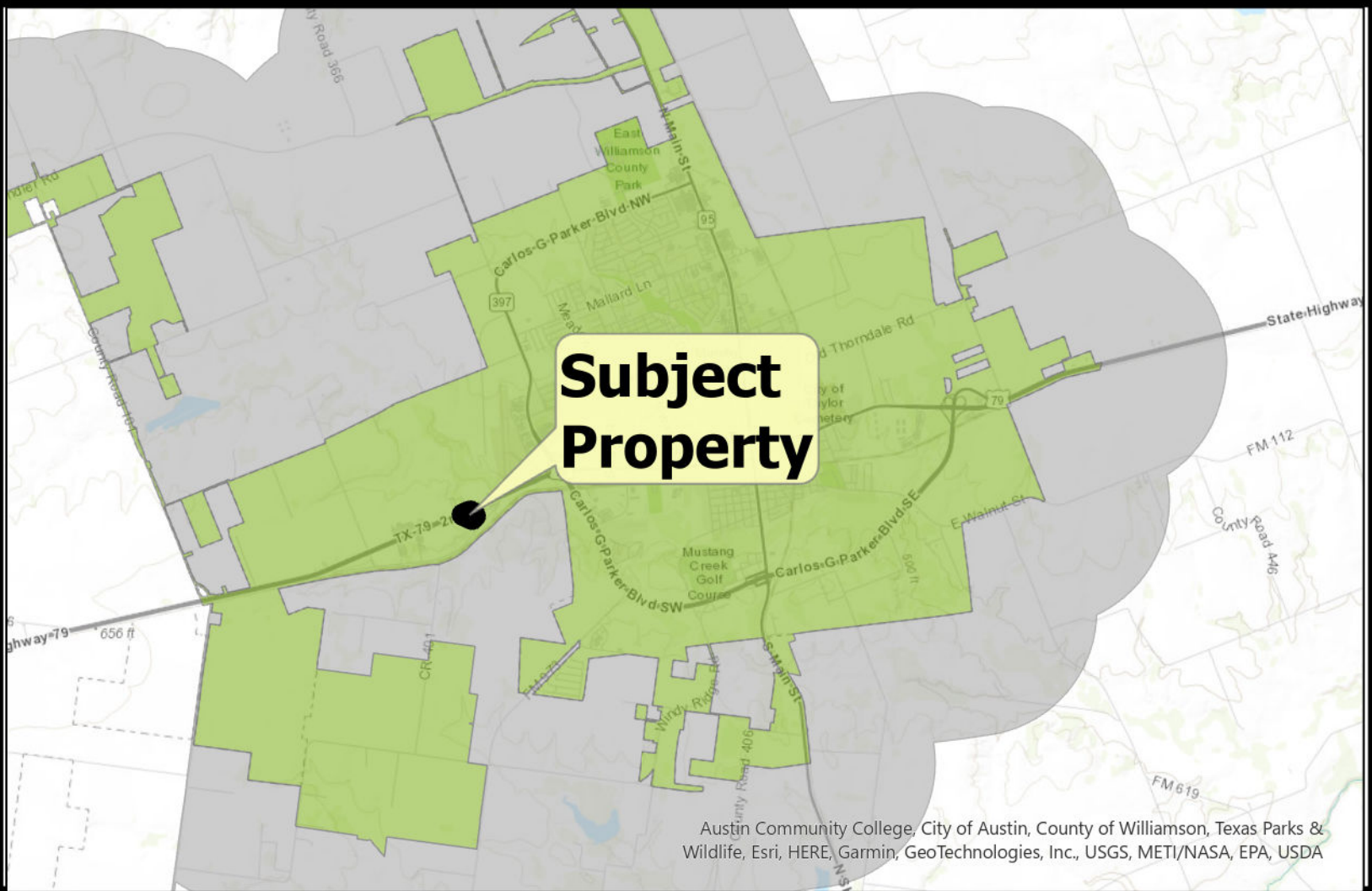


PZ-2022-1593

**Davenport Liquor SUP
Notice Area Map
Approximately 1.698 Acres**

Legend

-  Subject Property
-  200 ft. Buffer
-  Parcels
-  Streets



SHILOH OUTREACH MINISTRIES, INT'L



(WONDERS' CHAPEL)

3307 W 2nd ST STE 1/A Taylor Texas 76574

Cell #: 737-781-2609

Email: shilohoutreachministriesintl@gmail.com

Appeal to STOP Liquor Store Permit

Dear City of Taylor Planning and Zoning Commission,

We recently received a notice to appear for public hearing for case PZ-2022-1593. We would like to Appeal to STOP Granting the Liquor Store License for following reasons

- 1. The Church is already being operated in our property which is their next door*
- 2. Liquor store our next door will have opposing effect on us*

This is the Permit our Church permit info: Taylor has completed the necessary review of your project and has issued a permit for project number 2022-11718.

We pray that the city grant our request. May God bless the entire City.

Sincerely yours,

Michael S. Logan

Pastor

Appeal to STOP Liquor Store Permit

From,

Just Home LLC

3307 W 2nd St, Taylor,

TX 76574

12/21/2022

Dear City of Taylor Planning and Zoning Commission,

We recently received a notice to appear for public hearing for case **PZ-2022-1593**. I came 5 mins late on Dec 13th, but the hearing was just over by the time I reached. We would like to Appeal to STOP Granting the Liquor Store License for following reasons

1. Church is already being operated in our property which is their next door
2. Liquor store our next door will have adverse effect on us

I thank you for your consideration and look forward to hearing from you.

Sincerely yours,

Indira Sammeta
Just Home LLC

ORDINANCE NO. 2023-04

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT FOR A LIQUOR STORE GENERALLY LOCATED AT 3311 W. SECOND STREET, LEGALLY DESCRIBED AS 1.698 ACRES OF LAND PART OF AND OUT OF THE H.G. JOHNSON SURVEY, ABSTRACT NO. 348, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT APPROVED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council, after proper notice, conducted a public hearing on January 12, 2023, to consider the request made by Zachary Alexander, Zach of All Trades, LLC, Applicant and Robert Marks, Owner of the property, respectively, which property is shown in Exhibit “A” attached hereto and incorporated by reference herein for all purposes (“Property”), to request a Specific Use Permit for a Liquor Store, which is a use required to obtain Specific Use Permit to grant approval within the Local Business District (B-1); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on December 13, 2022, to consider the request for a Specific Use Permit, and recommended approval of the request to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Property Specific Use Permit.

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 approved for a Specific Use Permit for a Liquor Store use.

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Specific Use Permit for the Property as shown in Exhibit “B” attached hereto and incorporated herein for all purposes.

SECTION 4. All other terms and conditions contained in the official zoning map, except as amended herein, shall continue and remain in full force and effect.

SECTION 5. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2023-04 was introduced before the Taylor City Council on the 12th day of January, 2023.

PASSED, APPROVED, and ADOPTED on the _____ day of _____ 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-04, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2023, 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 _____ 2023.

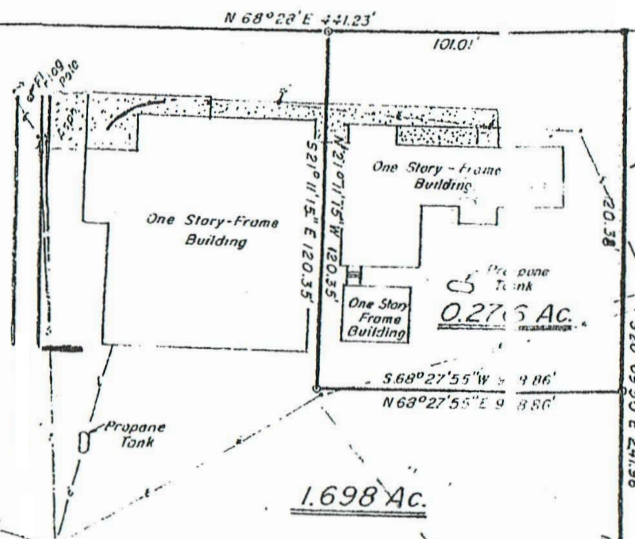
Dianna McLean,
City Clerk

EXHIBIT A
(Legal Description)

U. S. Highway No. 79

North

Scale 1" = 40'

H. G. JOHNSON SURVEY
ABST. NO. 348Cook Bastrop Investments
1.333 Ac.
Doc. No. 9862325Sidney Pierce Post Number 4476,
Veterans of Foreign Wars of the United States3.95 Ac.
5.78/114State of Texas
(Highway Department)
10.143 Ac
368/354PLAT OF SURVEY
PART OF THE V.F.W. PROPERTY
SITUATED IN THE H.G. JOHNSON
SURVEY, ABSTRACT NO. 348,
CITY OF TAYLOR, WILLIAMSON
COUNTY, TEXAS.

DECEMBER, 2002 JOB NO. 950

R. T. MAGNESS, JR.
ENGINEER-SURVEYOR
P.O. BOX 381
TAYLOR, TEXAS
76574

R. T. Magness, Jr., Registered Professional Land Surveyor, do hereby certify that the plat shown hereon accurately represents the property as determined by a on-the-ground survey made under my direction and supervision during the month of December, 2002, of the property legally described hereon and correct, and there are no apparent discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines or roads in place, except as shown hereon, and said property has access to and from a dedicated roadway, except as shown hereon.

I CERTIFY WHICH, WITNESS my hand and seal at Taylor, Williamson County, Texas on the 16th day of December, A.D. 2002.

R. T. Magness, Jr.
Registered Professional Land Surveyor, No. 1433
State of Texas

GOOD STATEMENT, I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD HAZARD MAP FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY NO. 48491C, EFFECTIVE DATE OF SEPTEMBER 27, 1991 AND THAT MAP INDICATES THAT THIS PROPERTY IS NOT WITHIN ZONE A (SPECIAL FLOOD HAZARD AREA) AS SHOWN ON PANEL 0262C. THIS MAP BEING, IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS GOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL USES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

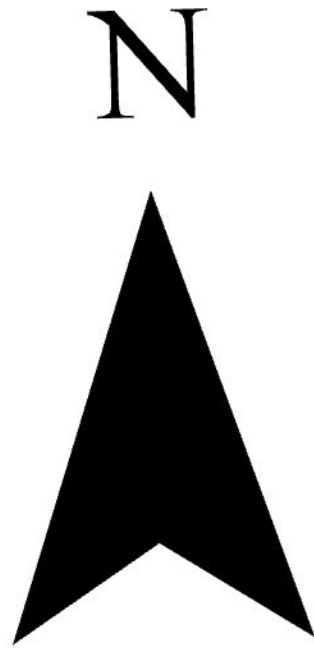
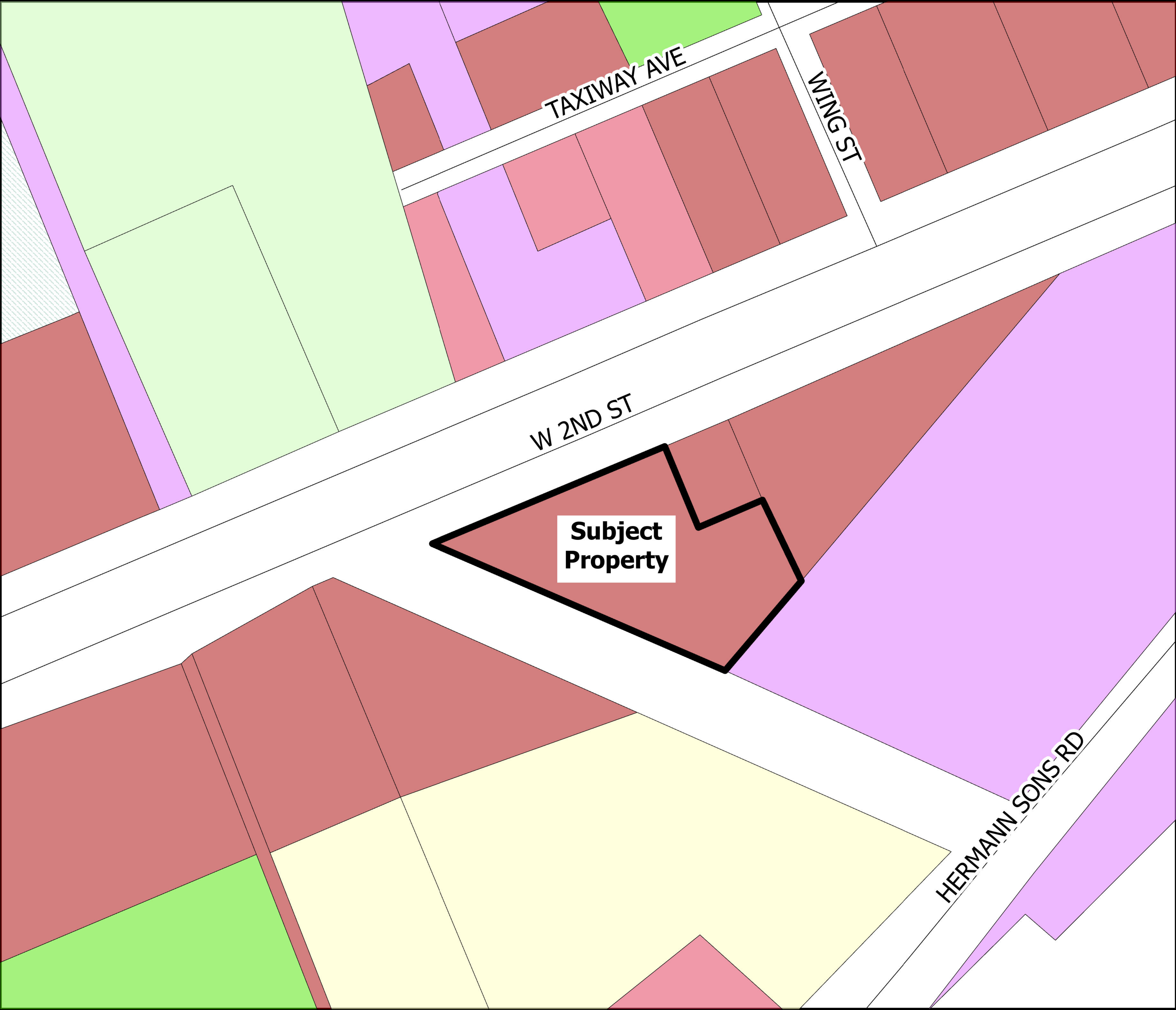


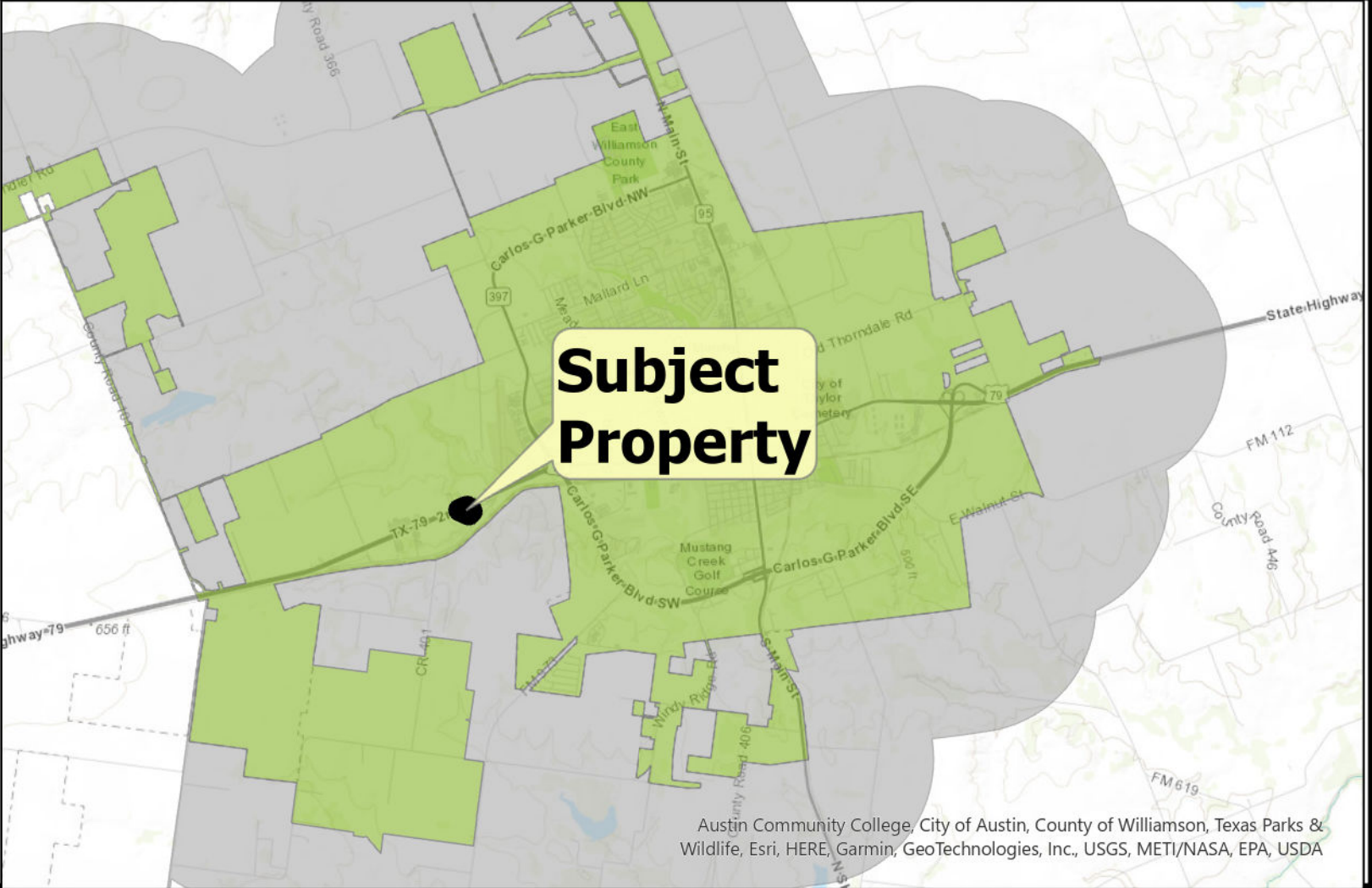
EXHIBIT B

PZ-2022-1593

**Davenport Liquor SUP
Location Map
Approximately 1.698 Acres**

Legend

- | | |
|------------------|--------------------------|
| Subject Property | BP-2 Business Park 2 |
| Parcels | M-1 Light Industrial |
| Streets | M-H Manufactured Housing |
| ZONING | R-1 Single Family |
| B-1 | R/A Rural Agriculture |
| B-2 | |



City of Taylor City Council

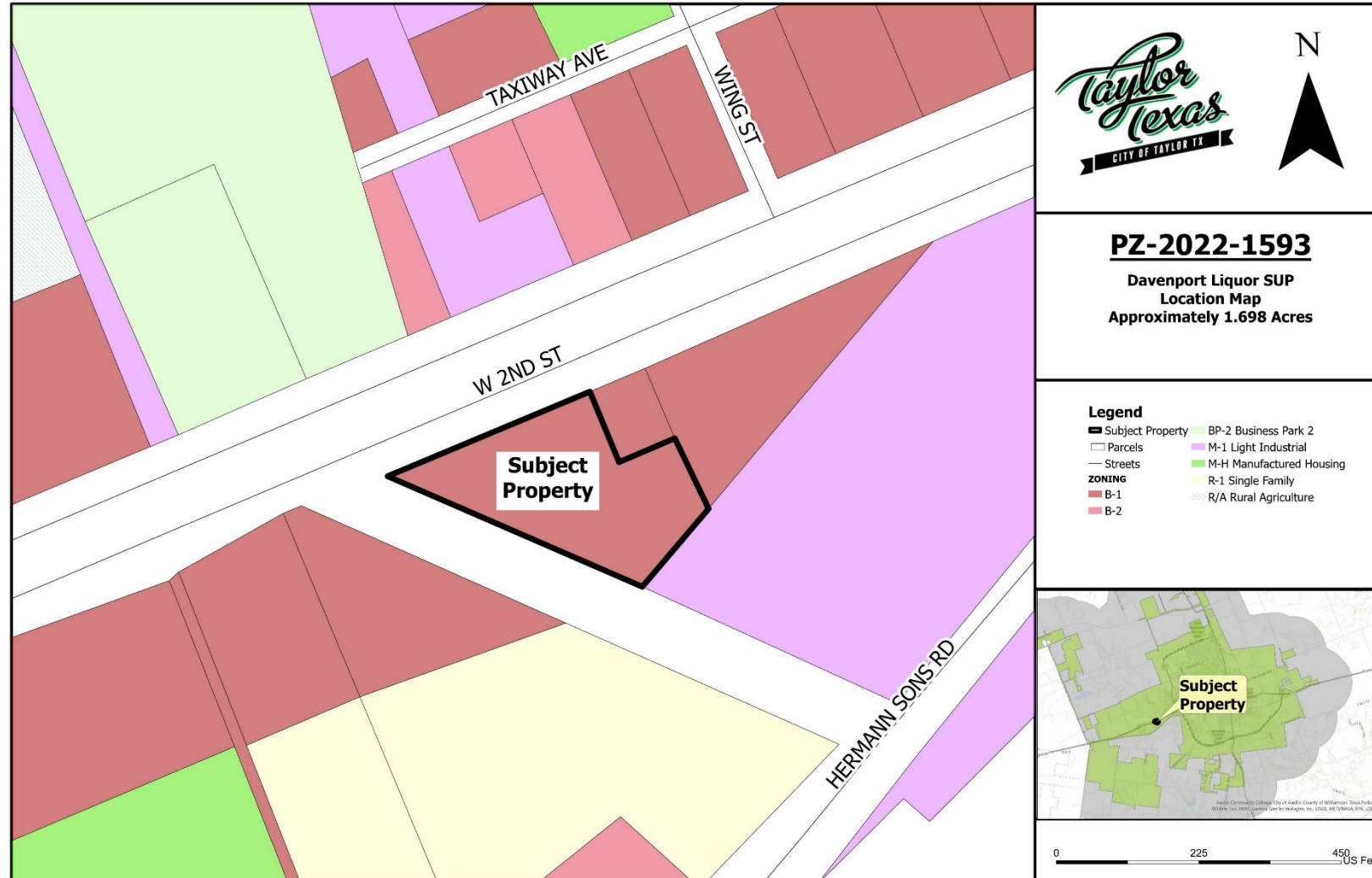
January 12, 2023



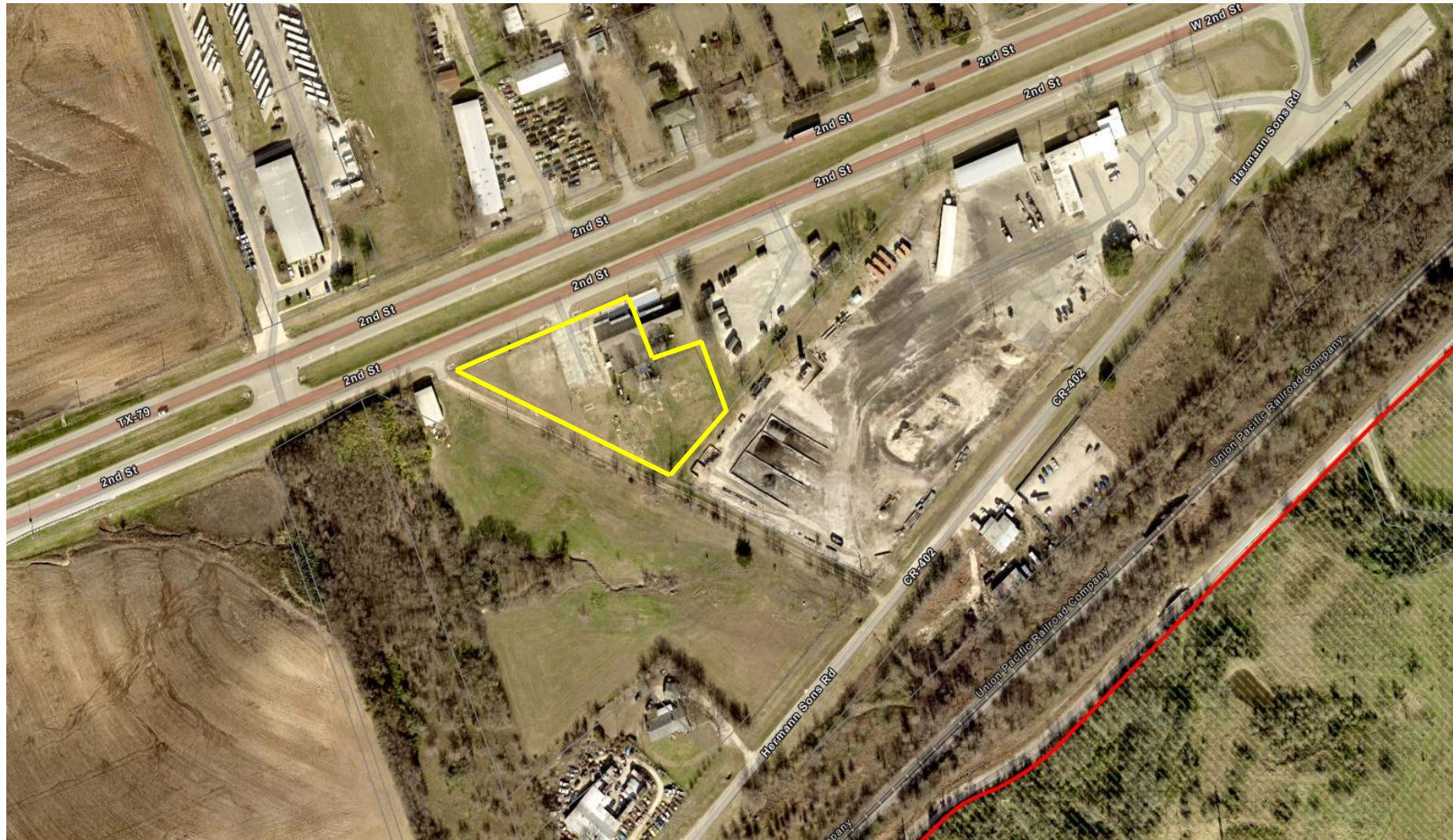
PZ-2022-1593

Davenport Liquor – Specific Use Permit (SUP)

Context Area Map

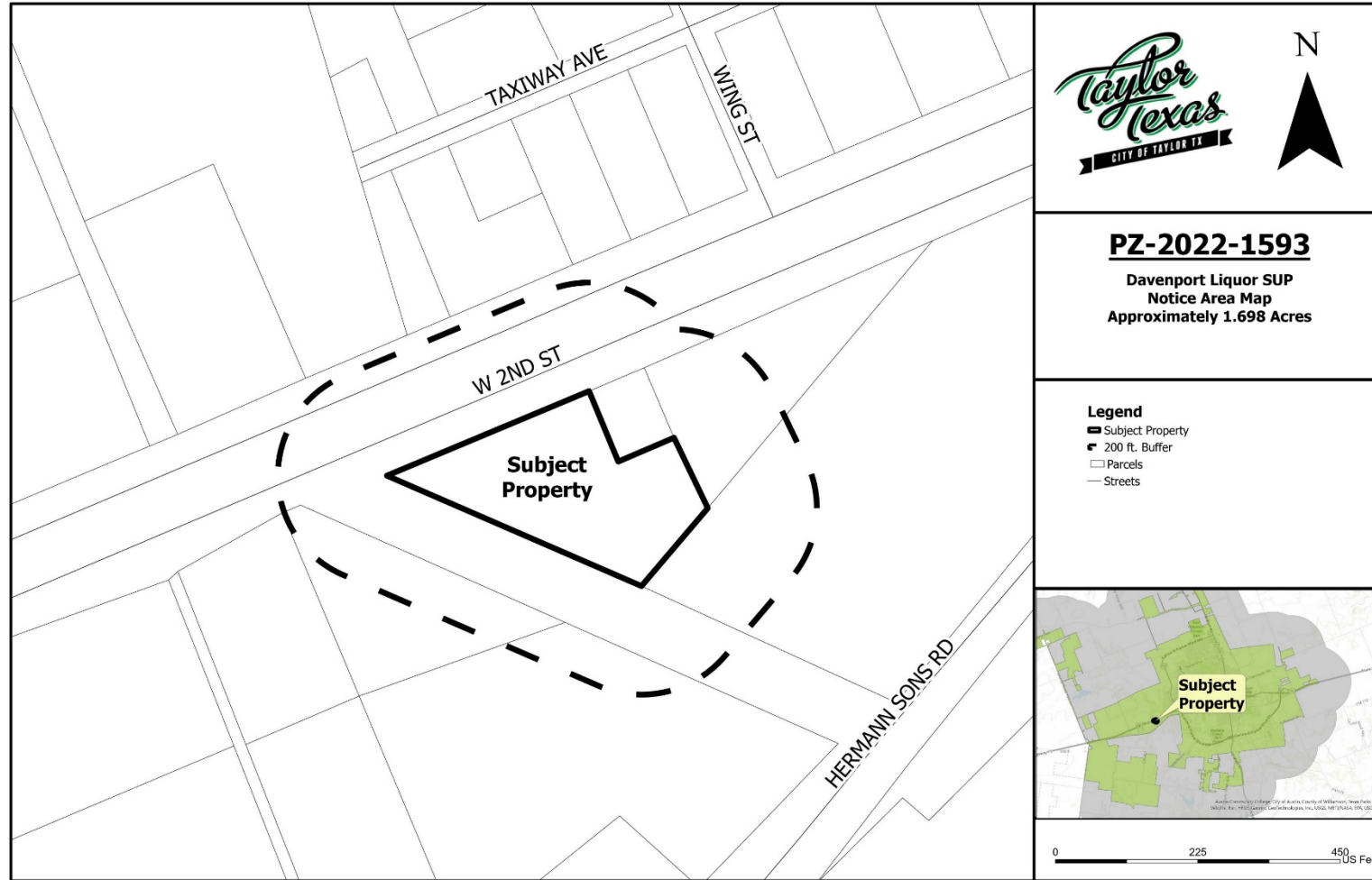


Location Map



Address: 3311 W. 2nd Street
Acreage: ~1.698 acres

Notice Area Map



- 8 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- To date, staff has received two (2) objection responses.

P&Z Recommendation

On December 13, 2022, the Planning and Zoning Commission voted 5-0 to unanimously recommend approval of the proposed Specific Use Permit to operate a Liquor Store in a B-1 (Local Business) Zoning District.



City Council Meeting January 26, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 6

Agenda Title: Approve procurement policy as required for selecting and contracting with professional service providers for Federal Transportation Alternative Program Projects

Council Action to be taken: Approve policy update

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager
Jessica Daidone, Langford Community Management Ser.

1. PURPOSE/DESCRIPTION

This item would be to approve a procurement policy that meets the requirements of TXDOT regulations. By having this updated procurement policy in place, it will allow the city to procure from professional services providers.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

TXDOT has issued a call for projects through the Transportation Alternative grants program to use for sidewalk projects. City staff has used two sidewalks projects to apply towards, which would be for SE/MLK and Mallard Street.

Before the City can start pre-procurement for Engineering and/or Administration TxDOT requires that you have an updated procurement policy in place. Langford Community Management Services has provided an updated procurement policy we will need to adopt.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
NA	NA

4. RECOMMENDATION

Adopt updated procurement policy.

5. FUNDING SOURCE

NA

6. TIMELINE

Procure engineering through RFQ process for SE/MLK project

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

NA

8. ATTACHMENTS

[6a. Procurement Policy](#)

**CITY OF TAYLOR
PROCEDURES FOR SELECTING AND CONTRACTING
WITH PROFESSIONAL SERVICE PROVIDERS
FOR FEDERAL TRANSPORTATION ALTERNATIVES PROGRAM PROJECTS**

The City of Taylor has used 23 CFR 172 (Code of Federal Regulations) in the preparation of these procurement procedures.

The City of Taylor will prepare a scope of work for the project. The scope of work will be clear, accurate and include a detailed description of the technical requirements for services to be rendered. It will also include items to be provided by the City. Evaluation factors will be established that include qualifications, similar work experience, workload, past performance, staffing capabilities and other qualification-based criteria as appropriate. The City will detail the types of labor required for the project and negotiate a lump sum fee with the selected firm.

The City of Taylor will send a "Request for Qualifications" or "Request for Proposals" to at least three different firms via email. At least one of these firms will be an Historically Underutilized Business (HUB). The City will also place a notice in the local paper and on the City's website (online) requesting proposals from qualified firms – all interested parties are allowed to respond. The RFQ/RFP will include scope of work, evaluation factors, including weight, specification of method of payment, the DBE goal of an anticipated 0% (as generally required for professional services), request for the submission of the proposal and sufficient time to prepare and submit the proposals. The interested parties will be instructed to submit a Letter of Interest and Statement of Qualifications. The advertisement in the newspaper and the individual proposal requests will be dated the same day. The City will allow at least 21 days between date of notification and date proposal is due back to the City.

The Deputy City Manager, a representative from City Council and the Public Works Director will review and score the proposals based on an established scoring system. The proposals will be ranked. It will be at the discretion of the scoring committee to conduct interviews with the top three respondents. If the scoring committee should decide to hold interviews, the respondents will be reviewed on the same written scoring criteria. The scoring committee may choose to rank the respondents without interviews. The ranking of the scoring committee will be presented to the City Council to award the contract based on the completion of a pre-negotiation audit and the negotiation of a contract.

If a negotiated contract and satisfactory pre-negotiation audit cannot be reached, the City may end negotiations and proceed to the second highest ranked firm. If negotiations are unsuccessful with the second highest ranked firm, the City will continue down the list until a contract is successfully negotiated.

Once the contract is negotiated, the firm will submit a contract to the City.

PROCEDURES FOR SELECTING AND CONTRACTING WITH PROFESSIONAL SERVICE PROVIDERS – cont.

The City will submit the contract to TxDOT for approval prior to execution. The contract must include a debarment certification, lower tier participant debarment certification for all sub-consultants, and lobbying certification for contracts exceeding \$50,000. The TxDOT District Office will review the contract for form and content and verify that the scope is consistent with that submitted with the approved submission and the costs proposed are fair and reasonable.

The City is responsible for the following:

- 1) Monitoring of the contract which includes scheduling and attending progress meetings, verifying work is complete, accurate and consistent with the contract, and reviewing costs billed for consistency with cost proposal and acceptability and progress of work.
- 2) Paying invoices, then requesting reimbursement from TxDOT.
- 3) Processing contract amendments, if necessary, for: additional time, changes in scope and additional costs (all contract amendments will be submitted to TxDOT for review).
- 4) Preparing performance evaluations addressing timely completion of work, conformance with contract cost, and quality of work. These evaluations will be submitted to the construction contractor and their comments will be attached to the final report.
- 5) Negotiate / mediate with the firm regarding any agency disallowed costs.
- 6) Settlement of all contractual or administrative issues. All settlements shall be submitted to TxDOT for approval before Federal-aid highway funds can participate in any additional costs.
- 7) Maintaining records: retain for four years after final payment on the contract, until any audit issue or litigation is resolved. The following items are to be retained: contract original with all attachments, original of all contract amendments, contract correspondence, payment requests or invoices including DBE sub-consultant reports and performance evaluations.



City Council Meeting January 26, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 7
Agenda Title: **Consider First Amended and Restated
Emergency Service Organizations
Agreement with Williamson County**

Council Action to be taken: Consider updated agreement

Department Submitted: **Fire**

Staff Contact: Daniel Baum, Fire Chief

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider an updated version of the Emergency Service Organizations Agreement with Williamson County that the City is currently party to. This agreement facilitates reimbursement from Williamson County for the provision of emergency services.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City entered into the Emergency Service Organizations Agreement with Williamson County effective October 1, 2010.

This agreement provides reimbursement from Williamson County for participating as a first response agency for Williamson County EMS. The agreement has several performance standards that the Taylor Fire Department complies with.

The County provides reimbursement to the City at the rate of Two Hundred Dollars (\$200) for each square mile of an ESO district; plus Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

Most of the changes to the agreement apply to organizations that are not a municipality, so would not apply to the City of Taylor. The change that could apply to the City is the County's right to audit the appropriate use of funds.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Provides some reimbursement from Williamson County for the provision of EMS first response.	None

4. RECOMMENDATION

Staff recommends approval of the First Amended and Restated Emergency Service Organizations Agreement with Williamson County.

5. FUNDING SOURCE

N/A

6. TIMELINE

Effective January 31, 2023.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

[7a. First Amended and Restated Emergency Service Organizations Agreement](#)

[7b. First Amended and Restated Emergency Service Organizations Agreement \(changes highlighted\)](#)

FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT

THIS FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT (“First Amended Agreement”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS (“Williamson County”) and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 & 12 (each being a separate Emergency Service District created and described under Chapter 775 of the Texas Health and Safety Code); the CITY OF CEDAR PARK, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the GRANGER VOLUNTEER FIRE DEPARTMENT; and the AVERY PICKETT FIRE DEPARTMENT (formerly known as the Taylor Volunteer Fire Department) (being collectively referred to herein as the “Emergency Service Organization(s)” or “ESO”).

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team
 - Wildland Firefighting

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System (“NIMS”) requirements by having department personnel complete the necessary training courses as established by the

Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.

2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this First Amended Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II. Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Service Organizations with establishing a working relationship with the Williamson County Fire Marshal's Office in relation to fire investigations. Any fire in the unincorporated area of the county that meets any condition listed in Williamson County Commissioners Court Order for Fire/Explosion Investigations shall be reported to Williamson County Fire Marshal's Office within 24 hours of the incident. Williamson County Fire Marshal's Office will be the lead investigation agency for any act of arson that occurs within the unincorporated area of the county.

III.

Reimbursement Formula; Consideration and Use of Funding

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this First Amended Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this First Amended Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The Emergency Service Organizations hereby agree to use and apply funding received hereunder for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each Emergency Service Organizations under this First Amended Agreement and to comply with the performance standards set out herein.

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this First Amended Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure

diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this First Amended Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this First Amended Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this First Amended Agreement. Such share of funds shall start on the next scheduled payment.

V.

Right to Withdraw

Any party to this First Amended Agreement has the right to withdraw from this First Amended Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected

withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this First Amended Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.

Term of First Amended Agreement; And Effective Date

This First Amended Agreement shall commence and be deemed to be effective as of January 31, 2023 and shall continue thereafter until September 30, 2023. Each term of this First Amended Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this First Amended Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.

Related Agreements

The parties to this First Amended Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this First Amended Agreement do not intend for the terms or conditions of this First Amended Agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.

Relationship of the Parties

The parties to this First Amended Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this First Amended Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this First Amended Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this First Amended Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur

as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this First Amended Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this First Amended Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. **Severability.** If any provision of this First Amended Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire First Amended Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this First Amended Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this First Amended Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.
- E. **No Waiver of Immunities.** Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- F. **Assignment.** The rights and duties of the parties hereto may not be assigned or delegated without the prior written consent of all parties. This First Amended Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

- G. Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. Non-Appropriation and Fiscal Funding.** The obligations of the parties under this First Amended Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this First Amended Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. Execution in Multiple Counterparts.** This First Amended Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. Williamson County's Right to Audit.** Each ESO agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of each ESO which are directly pertinent to the use of funding for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each ESO under this First Amended Agreement and to comply with the performance standards set out herein for the purposes of making audits, examinations, excerpts, and transcriptions. Each ESO further agrees that County shall have access during normal working hours to all necessary facilities of each ESO and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give each ESO reasonable advance notice of intended audits.
- K. Corporate and Tax Documents.** Each ESO shall provide, within seven (7) calendar days request from County, all corporate or business organization documents for organizations that are not emergency services districts and appropriate tax filings.
- L. Extent And Effect of First Amended Agreement.** As of the Effective Date hereof, this First Amended Agreement shall replace, supplant, and supersede the original Emergency Service Organization Agreement previously executed by the parties hereto.
- M. Entire Agreement.** This First Amended Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this First Amended Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this First Amended Agreement.

IN WITNESS WHEREOF, the parties execute this First Amended Agreement to be effective as of the 31st day of January, 2023.

**EMERGENCY SERVICE ORGANIZATIONS AND WILLIAMSON COUNTY
EXECUTION BLOCKS TO FOLLOW:**

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF LEANDER, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF TAYLOR, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

GRANGER VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

AVERY PICKETT FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT

THIS FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT (“First Amended Agreement”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS (“Williamson County”) and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 & 12 (each being a separate Emergency Service District created and described under Chapter 775 of the Texas Health and Safety Code); the CITY OF CEDAR PARK, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the GRANGER VOLUNTEER FIRE DEPARTMENT; and the AVERY PICKETT FIRE DEPARTMENT (formerly known as the Taylor Volunteer Fire Department) (being collectively referred to herein as the “Emergency Service Organization(s)” or “ESO”).

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team
 - Wildland Firefighting

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System (“NIMS”) requirements by having department personnel complete the necessary training courses as established by the

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Deleted: the CITY OF GEORGETOWN, TEXAS;

Deleted: the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT;

Deleted: the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT;

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Deleted: the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT

Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.

2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. **Emergency Medical Service Involvement**

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this [First Amended Agreement](#), emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.

Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Service Organizations with establishing a working relationship with the [Williamson County Fire Marshal's Office](#), the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson fire investigations. ~~Fire Departments of the Emergency Service Organizations shall assist the Williamson County Fire Marshal's Office on fire investigations in their jurisdiction. To the extent that such agencies are able to provide arson investigators and resources related to arson investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Service Organizations with fire investigations. Any fire in the unincorporated area of the county that meets any condition listed in Williamson County Commissioners Court Order for Fire/Explosion Investigations shall be reported to Williamson County Fire Marshal's Office within 24 hours of the incident. Williamson County Fire Marshal's Office will be the lead investigation agency for any act of arson that occurs within the unincorporated area of the county.~~

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III.

Reimbursement Formula; Consideration and Use of Funding

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this [First Amended Agreement](#).

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this [First Amended Agreement](#), Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

[The Emergency Service Organizations hereby agree to use and apply funding received hereunder for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each Emergency Service Organizations under this First Amended Agreement and to comply with the performance standards set out herein.](#)

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this [First Amended Agreement](#)), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure

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Deleted: The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.¶

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diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this [First Amended Agreement](#). Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

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In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this [First Amended Agreement](#) or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

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In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this [First Amended Agreement](#). Such share of funds shall start on the next scheduled payment.

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V. **Right to Withdraw**

Any party to this [First Amended Agreement](#) has the right to withdraw from this [First Amended Agreement](#) by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected

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withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this [First Amended Agreement](#). If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

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VI.

Term of [First Amended Agreement](#); And Effective Date

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This [First Amended Agreement](#) shall commence and be deemed to be effective as of [January 31, 2023](#) and shall continue thereafter until September 30, [2023](#). Each term of this [First Amended Agreement](#) shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

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Each ESO acknowledges that Williamson County shall also have the right not to renew this [First Amended Agreement](#) provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

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The parties are subject to the rights of termination and suspension as contained herein.

VII.

Related Agreements

The parties to this [First Amended Agreement](#) acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this [First Amended Agreement](#) do not intend for the terms or conditions of this [First Amended Agreement](#) to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

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VIII.

Relationship of the Parties

The parties to this [First Amended Agreement](#) shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

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The parties to this [First Amended Agreement](#) shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this [First Amended Agreement](#) shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this [First Amended Agreement](#). Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur

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as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this [First Amended Agreement](#) or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this [First Amended Agreement](#) to such Emergency Service Organization until which time that the breach is cured.
- C. **Severability.** If any provision of this [First Amended Agreement](#) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire [First Amended Agreement](#) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this [First Amended Agreement](#) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this [First Amended Agreement](#) and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this [First Amended Agreement](#), and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this [First Amended Agreement](#).
- E. **No Waiver of Immunities.** Nothing in this [First Amended Agreement](#) shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This [First Amended Agreement](#) shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

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G. Compliance with Applicable Laws. All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.

H. Non-Appropriation and Fiscal Funding. The obligations of the parties under this [First Amended Agreement](#) do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this [First Amended Agreement](#) at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

I. Execution in Multiple Counterparts. This [First Amended Agreement](#) may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

J. Williamson County's Right to Audit. Each ESO agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this [First Amended Agreement](#), have access to and the right to examine and photocopy any and all books, documents, papers and records of each ESO which are directly pertinent to the use of funding for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each ESO under this [First Amended Agreement](#) and to comply with the performance standards set out herein for the purposes of making audits, examinations, excerpts, and transcriptions. Each ESO further agrees that County shall have access during normal working hours to all necessary facilities of each ESO and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give each ESO reasonable advance notice of intended audits.

K. Corporate and Tax Documents. Each ESO shall provide, within seven (7) calendar days request from County, all corporate or business organization documents for organizations that are not emergency services districts and appropriate tax filings.

L. Extent And Effect of First Amended Agreement. As of the Effective Date hereof, this [First Amended Agreement](#) shall replace, supplant, and supersede the original Emergency Service Organization Agreement previously executed by the parties hereto.

M. Entire Agreement. This [First Amended Agreement](#) constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this [First Amended Agreement](#) has been made by any party, or its respective officers, employees, or other agents to induce execution of this [First Amended Agreement](#).

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IN WITNESS WHEREOF, the parties execute this First Amended Agreement to be effective as of the 31st day of January, 2023.

EMERGENCY SERVICE ORGANIZATIONS AND WILLIAMSON COUNTY
EXECUTION BLOCKS TO FOLLOW:

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WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

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Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: _____

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Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: _____

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Representative Capacity: _____

Date: _____, 20__

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By: _____

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Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

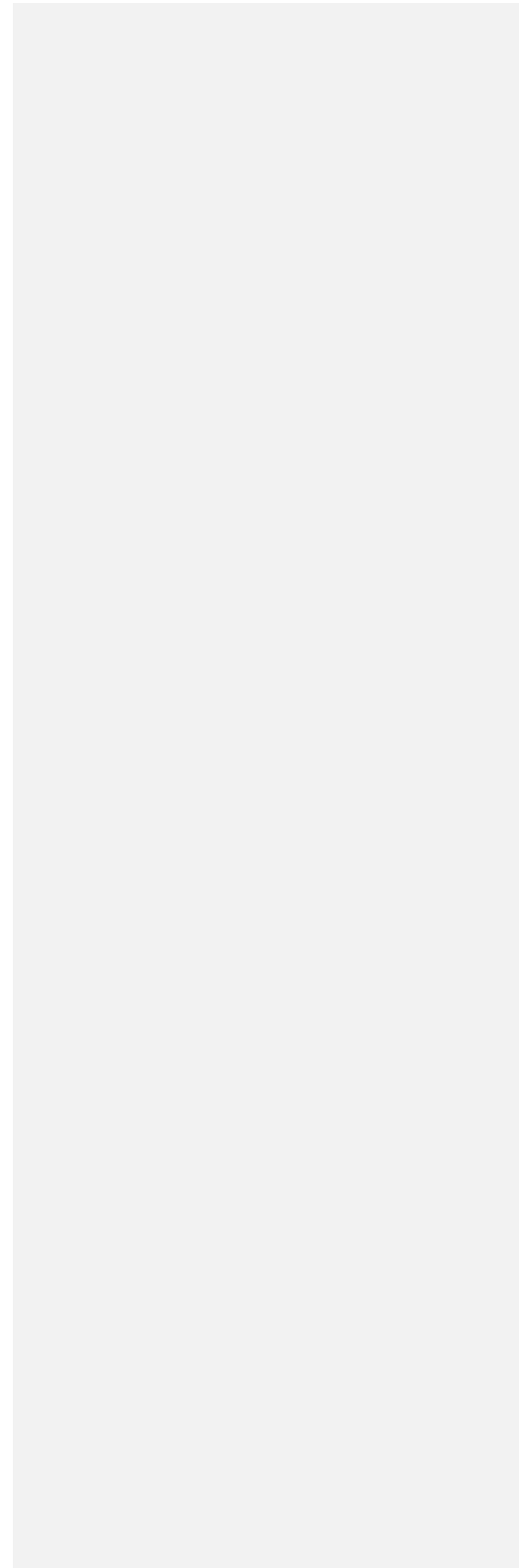
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Representative Capacity: _____

Date: _____, 20__

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WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

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By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF LEANDER, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF ROUND ROCK, TEXAS

By: _____

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Date: _____, 20__

AVERY PICKETT FIRE DEPARTMENT

By: _____

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Representative Capacity: _____

Date: _____, 20__

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By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WEIR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__



City Council Meeting January 26, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 8

Agenda Title: Consider Introducing Ordinance 2023-05 Amending Fees for City Services for Fiscal Year 2023

Council Action to be taken: Introduce Ordinance 2023-05

Department Submitted: Finance

Staff Contact: Jeffrey Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

This agenda item is to consider the introduction of Ordinance 2023-05 to amend the current fee schedule for Fiscal Year 2023.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The proposed Ordinance 2023-05 is amending Ordinance 2022-36 to establish the fee schedule for FY 2023.

A portion of the water and wastewater impact fee schedule was omitted in error. Impact fees are based on the date the project was platted. Rate schedules are included for:

- Projects platted between 1/10/2002-4/24/2006
- Projects platted between 4/24/2006-1/26/2012
- Projects platted after 1/26/2012

Revisions to the current fee schedule are shown in **red** in Exhibit A on pages 22-23. All other fees will remain unchanged.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Revise fee schedule to maintain fees at a level commensurate with their respective cost of services.	• If unrevised for FY 2023, more substantial changes may be required in the future to compensate for any cost of service deficits.

4. RECOMMENDATION

Staff recommends that Council introduce Ordinance 2023-05 to amend fees for city services for FY 2023.

5. FUNDING SOURCE

N/A

6. TIMELINE

Ordinance 2023-05 is being introduced on January 26th. Staff will schedule adoption of the ordinance for the February 9th meeting with a retroactive effective date of October 1, 2022.

7. OTHER OPTIONS (In order of preference)

Council can amend the amount of fees proposed or any other fee on the fee schedule. Council can take no action to amend Ordinance 2022-36 and leave the fee schedule as it currently is.

8. ATTACHMENTS

[8a. Fee Ordinance 2023-05](#)

[8b. Exhibit A – FY 2023 Revised Fee Schedule](#)

ORDINANCE NO. 2023-05

AN ORDINANCE AMENDING ORDINANCE NO. 2022-36 ADOPTED ON SEPTEMBER 22, 2022 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

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

SECTION 1.0 That the certain rates and fees for services provided by the city, for the support of the general government of the City of Taylor, Texas be amended in accordance with the changes shown in the attached Exhibit A – FY 2023 Fee Schedule.

SECTION 2.0 That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to Ordinance No. 2022-36.

SECTION 3.0 All other provisions of Ordinance No. 2022-36 shall remain in full force and effect.

SECTION 4.0 In accordance with Article VIII of the City Charter, Ordinance 2023-05 was introduced before the Taylor City Council on the 26th day of January, 2023.

SECTION 5.0 This Ordinance shall be in full force and effect retroactively on October 1, 2022.

PASSED, APPROVED, and ADOPTED on the _____ day of February 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

**City of Taylor - FY 2023 Fee Schedule for City Services
Table of Contents**

<u>Department/Function</u>	<u>Page Number</u>
Airport	2
Animal Control	2
Cemetery	3
Fire Department	4
Library Services	10
Miscellaneous Fees and Permits	10
Parks & Recreation	11
Planning and Development Services, Engineering and Contruction	14
Police Department	24
Solid Waste Collection	24
Utilities	29
Municipal Drainage Utility System (MDUS)	31
Transportation User Fees (TUF)	32

City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

AIRPORTHanger and Tie Down Rental

Hangar A	9 Units	\$	276	
A-6 (Airport Equipment)	1 Unit	\$	-	
Hangar B	6 Units	\$	184	
Hangar C	12 Units	\$	385	
C-A (Airport Storage)	1 Unit	\$	-	
C-B (Building Maintenance)	1 Unit	\$	259	
Hangar D	12 Units	\$	385	
D-A (Fleet Maintenance)	1 Unit	\$	259	
D-B (Building Maintenance)	1 Unit	\$	259	
Hangar E	8 Units	\$	385	
E-1 & E-7	2 Units	\$	465	
E-6 & E-12	2 Units	\$	518	
Hangar F	12 Units	\$	402	
Hangar F-6A	1 Units	\$	259	
Tie Downs	25	\$	65	
New Tie Downs	17	\$	65	
Over Night Tie Downs	4	\$	10	per night if no fuel is purchased
Late Payment fee, if not paid by due date			10%	
Long Term ground lease for hangar construction			as negotiated	

Fuel Sales

AV Gas LL100	as determined by City Manager
Jet A	as determined by City Manager

ANIMAL CONTROL

<u>Animal Adoption</u>	\$	80
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Annual Animal Registration

If registration is done by veterinarian , the veterinarian retains \$1.50 of the fee and remits remainder to the City. All veterinarian costs incurred are passed on to the owner.

Dog/Cat - Altered (Spayed or neutered) proof is required	\$	5	Per tag
Dog/Cat - Unaltered (Not spayed or neutered)	\$	25	Per tag

<u>Boarding Fees (on or off-site)</u>	\$	15	Per day
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Chicken Permit

Please refer to City of Taylor, Code of Ordinances, Chapter 4 for definitions and guidelines regarding chickens. The Code of Ordinances is available on the City of Taylor website.	\$	20
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City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

Dangerous Dog/Vicious Animal Registration

Please refer to City of Taylor, Code of Ordinances, Chapter 4 for definitions and procedures regarding dangerous dogs/vicious animals. The Code of Ordinances is available on the City of Taylor website.

Owner Surrender

Animal- Animal is heartworm negative, current on vaccinations, altered and deemed adoptable by Animal Control Supervisor. \$ 40 Per occurrence

Animal- Animal is heartworm negative and deemed adoptable by Animal Control Supervisor, however needs vaccinations and/or alteration. \$ 80 Per occurrence

Litters (under 10 weeks of age) \$ 60

Pet Carrier

Pet carrier cardboard box \$ 3 Each box

Impound fee

Live Animal \$ 35 Per occurrence

Live Animal - After Hours \$ 50 Per occurrence

Return Charges:

Loose animals that are picked up \$ 35 Per occurrence

CEMETERY**Grave Digging Fees**

Normal Size Weekdays 9am - 4pm \$ 1,650

Normal Size Weekdays after 3:30 pm; Holidays/Weekends \$ 1,800

Infant or Ashes Weekdays 9am - 4pm \$ 840

Infant or Ashes Weekdays after 3:30 pm; Holidays/Weekends \$ 975

Oversize Weekdays 9am - 4pm \$ 1,950

Oversize Weekdays after 3:30 pm; Holidays/Weekends \$ 2,100

Disinterment Weekdays 9am - 4pm \$ 2,375

Disinterment Weekdays after 3:30 pm; Holidays/Weekends \$ 2,720

Sale of Cemetery Spaces

Adult \$ 1,450

Infant/Child or Ashes \$ 715

Deed Issuance (Filing Fee) \$ 32

Other Fees

Location & marking of gravestone \$ 32

Location & marking of family stone or bench \$ 70

Transfer of lots/spaces by grantee \$ 45

City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

FIRE DEPARTMENTFire Department Permits/Fees

False Fire Alarm (residential or commercial after 3rd alarm)	\$	50	Per occurrence
Special Events (includes plans review and inspection) (Includes events on public or private property)	\$	100	
Outdoor burn in city limits - Approved application permit (see Ordinance 2012-18)	\$	50	
Outdoor burn in city limits - Illegal (see Ordinance 2012-18 for penalty)			Fine
Hydrant Flow Test (Taylor Fire Dept. Conducted)	\$	100	
Hydrant Flow Test (Taylor Fire Dept. Witnessed)			No Charge

Inspections

Annual Fire Safety Inspection (Commercial Businesses)		No Charge	
Annual Fire Safety Inspection (Commercial Businesses - First and Second Re-Inspection)		No Charge	
Assisted Living Facility Inspection	\$	50	
Day Care Facility Inspection	\$	50	
Nursing Home Inspection	\$	100	
Hospital Inspection	\$	100	
Foster/Adoption Home Inspection	\$	25	
Mobile/Food Trailer Inspection	\$	35	

Following fees to be paid in advance by licensed company who is applying for the permit:Plans Review

Fuel Distribution: Dispenser, Tank or Pipe Installation Plans Review	\$	100	
Fuel Distribution: Dispenser, Tank or Pipe Installation inspection / Test	\$	50	
First Re-Inspection		No Charge	
Second and Each Subsequent Re-Inspection	\$	100	
Fire Suppression System Plans Review	\$	300	Per each system
Fire Suppression System Inspection / Test / Acceptance Test < 200 Heads	\$	100	
Fire Suppression System Inspection / Test / Acceptance Test > 200 Heads	\$	0.50	Per each head
First Re-Inspection		No Charge	
Second and Each Subsequent Re-Inspection	\$	200	
Fire Alarm System Plan Review	\$	100	Per each system
Fire Alarm System /test/acceptance test	\$	50	
First Re-Inspection		No Charge	
Second and Each Subsequent Re-Inspection	\$	100	

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
Kitchen vent hood suppression system plan review	\$	100
Kitchen vent hood suppression system / test / acceptance test	\$	50
First Re-Inspection		No Charge
Second and Each Subsequent Re-Inspection	\$	100
LP tank storage installation plan review	\$	100
LP tank storage inspection / test / acceptance	\$	50
First Re-Inspection		No Charge
Second and Each Subsequent Re-Inspection	\$	100
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.) plan review	\$	100
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.)	\$	50
Building Plans, Site Plan, or Subdivision Plan Review	\$	100 each
Fire Final Inspection	\$	100
Certificate of Occupancy Inspection (Existing building with no plans review)	\$	50

Fines for Negligent or Irresponsible Actions

- 1 A fine shall be charged for negligent, irresponsible, or otherwise unacceptable and malicious acts.
- 2 Charges may be filed in Municipal Court by the Taylor Fire Department, and a fine may be assessed.
- 3 Fines for such acts shall be assessed as follows:
 - Misadventure and/or Deliberate Risk taking (each incident) \$200 minimum plus Municipal Court Costs, if any.
 - Failure to respond to Lawful Warning or Order (each occurrence) \$200 minimum plus Municipal Court Costs, if any.
 - Injury to Fire Personnel due to deliberate act (each injury) - Any and all medical costs incurred by the employee, rehabilitation costs, loss of income, and any further compensation that may be necessary.
 - Damage to Fire Apparatus, equipment or property due to a deliberate act (each item)-The replacement cost of the individual item (see list).
- 4 Outdoor Burn Fee (illegal) - Any burning that violates the city ordinance or state law not allowing burning thirty minutes before dawn or thirty minutes after dusk (see Ordinance 2012-18 for Penalty).

Note: The following list is not all-inclusive of equipment that may be damaged or contaminated during the course of a response effort.

Following fees may be assessed for Fire/EMS service at which the Taylor Fire Department responded. The same fees may be charged for specialized use - such as but not limited to movie production or stand-by services.

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
<u>Apparatus</u>		
Aerial Apparatus (staffed with at least 2 personnel)	\$ 600	per truck, per hour
Brush Truck (staffed with at least 2 personnel)	\$ 325	per truck, per hour
Chief Vehicle (staffed with at least 1 person)	\$ 150	per hour
Class A Pumper (Type I, II, or similar staffed with at least 2 personnel)	\$ 450	per truck, per hour
Command Unit (staffed with at least 1 person)	\$ 150	per hour
Heavy Rescue Truck (staffed with 2 personnel)	\$ 500	per truck, per hour
Medical Response Vehicle (staffed with 2 personnel)	\$ 150	per truck, per hour
Rehab (staffed with 1 personnel)	\$ 75	per hour
Tender Apparatus (staffed with at least 2 personnel)	\$ 350	per truck, per hour
<u>Personnel</u>		
Fire Inspectors	\$ 35	per hour
Fire Investigators	\$ 75	per hour
Firefighter/EMT	\$ 35	per hour
Haz-Mat Tech	\$ 40	per hour
Incident Commander	\$ 75	per hour
Swift Water Team	\$ 200	per hour

Equipment and Supplies

Equipment and supplies includes items such as water, foam, tools, hose, fuel, PPE, medical supplies, and any other item that is used or damaged as part of a response. Cost +10%

The following Fire/EMS fees are assessed and may be recovered by a loss recovery contractor as provided in Ordinance 2010-15:

Motor Vehicle Incidents

Level 1-	\$ 435
Provides hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.	
Level 2-	\$ 495
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. Billed at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.	
Level 3- Car Fire	\$ 605
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.	

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u> <u>Monthly Fee</u>
Level 4-	\$ 1,800
Includes Level 1 & 2 services as well as extraction (heavy rescue tools, ropes, airbags, cribbing, etc.) Billed at this level if the fire department has to free/remove anyone from the vehicle(s) using any equipment. Will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. The level is to be billed only if equipment is deployed.	
Level 5-	\$ 2,200
Includes Level 1, 2 & 4 services as well as Air Care (multi-engine company response, mutual aid, helicopter). Billed at this level any time a helicopter is utilized to transport the patient(s).	
Level 6-	
Itemized Response: The city has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.	
<u>Hazmat</u>	
Level 1-	\$ 700
Basic Response: Claim will include engine response, first responder assignment, perimeter established, evacuations, set-up and command.	
Level 2-	\$ 2,500
Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.	
Level 3-	\$ 5,900
Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of materials and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$300.00/Hazmat team.	

City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

Pipeline Incidents/Power Line Incidents

*Includes, but not limited to : Gas, Sewer, Septic to Sewer, and Water Pipelines

Level 1- \$ 400

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command. Includes inspection without damage or breakage.

Level 2- \$ 1,000

Intermediate Responses: Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, set-up and command. May include Hazmat team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair.

Level 3- Itemized Claim Charges

Advanced Response: Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command. May include Hazmat team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair to intermediate to major pipeline damage. May include set-up and removal or decon center, detection, recovery and identification of material. Disposal and environment clean up.

Fire Investigation

Fire Investigation Team- \$ 275 per hour

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

Includes: Scene Safety, Investigation, Source Identification, K-9/Arson Dog Unit, Identification Equipment, Mobile Detection Unit, and Fire Report.

Fires

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized per person, at various pay levels for itemized products used.

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident:

Assignment-	\$ 400 per hour, per engine
Includes: Scene Safety, Investigation, Fire/Hazard Control	\$ 500 per hour, per truck

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u> <u>Monthly Fee</u>
<u>Water Incidents</u>	
Level 1- Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.	\$ 400 + \$50/hr, per rescue person
Level 2- Intermediate Response: includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. The City will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.	\$ 800 + \$50/hr, per rescue person
Level 3- Advanced Response: includes Level 1 and Level 2 services as well as D.A.R.T activation, donning breathing apparatus and detection equipment. Setup and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment cleanup. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.	\$2,000 + \$50 per hour, per rescue person + \$100 per hour per Hazmat team member
Level 4- Itemized Response: The City has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.	
<u>Back Country or Special Rescue</u>	
Minimum: \$400 for the first response vehicle + \$50/hr per rescue person. Additional Rates: \$400/hr per response vehicle and \$50/hr per rescue person.	
Itemized Response: each incident will be billed with custom mitigation rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.	
<u>Chief Response:</u>	\$ 250 per hour
This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.	

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>
	<u>Monthly Fee</u>
<u>Miscellaneous:</u>	
Engine	\$ 400 per hour
Truck	\$ 500 per hour
Miscellaneous equipment	\$ 300 per hour

Mitigation Rate Notes

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided. These average mitigation rates were determined by itemizing costs for typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortize schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

LIBRARY SERVICESLibrary Meeting Room

Should there be damages or cleaning needed, the deposit will NOT be refunded.

In addition to the deposit, charges to defray clearing or repairs or loss of equipment will be charged to the responsible group.

Refundable Deposit	\$ 200
Individuals/Non Profit	\$ 50 first two hours
Individuals/Non Profit - Additional Hours	\$ 25 each additional hour
Business/Commercial	\$ 100 first two hours
Business/Commercial - Additional Hours	\$ 50 each additional hour

Library Fees

Library card - Non-resident Individual	\$ 10 per year
Library card - Non-resident Family	\$ 25 per year
Library card - Resident	No Charge
Library card - replacement (1st replacement)	\$ 2
Library card - subsequent replacement cards	\$ 5
Copies - Black & White	\$ 0.10 per impression
Copies - Color	\$ 0.25 per impression
Overdue book	\$ 0.10 per day; \$5 maximum
Lost or damaged book	Cost to replace/repair
Processing fee for lost or damaged book(s)	\$ 5 per book, non-refundable
PayPal online processing fee	\$ 1

MISCELLANEOUS FEES AND PERMITSTaxicab

Vehicle permit fee	\$ 150 per vehicle
Taxicab driver's permit	\$ 25 per year
Horse drawn carriage permit	\$ 25 6 months

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u> <u>Monthly Fee</u>	
Non-Motorized (Ex. Pedal Cabs)	\$ 25	per vehicle
<u>Street Closures</u>		
Special Events (non-parade, non-filming)	\$ 75	
Parade	\$ 75	
<u>Processing Fee for Credit Card Payments made in-house or online</u>	\$ 3	
<u>Film Production Fees</u>		
Activity:	Cost per Calendar Day	
Film Application Fee	\$ 25	
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$ 500	
Partial, non-disruptive use of a public building, park, right-of-way, or public	\$ 250	
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 50	
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 25	
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles.	\$ 50	
Filming	\$ 250	+min of one police officer & vehicle at rates specified under police Dept. Fees

PARKS AND RECREATIONPublic Facility Rental**Murphy Park:**

Upper Pavilion - Resident (per day)	\$ 150	+ \$100 deposit*
Lower Pavilion - Resident (per day)	\$ 130	+ \$75 deposit*
Upper Pavilion - Non-Resident (per day)	\$ 185	+ \$100 deposit*
Lower Pavilion - Non-Resident (per day)	\$ 165	+ \$75 deposit*
Upper Pavilion - Non-Profit (per day)	\$ 75	+ \$100 deposit*
Lower Pavilion - Non-Profit (per day)	\$ 65	+ \$75 deposit*

* refundable

Robinson Park: Pavilion (per day)	\$ 35
Bull Branch Park: Pavilion (per day)	\$ 35
Taylor Regional Park: Pavilion (per day)	\$ 35

City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

Heritage Square: Amphitheater

half day (less than 4 hours)	\$	125	+ \$500 deposit*
full day (4 hours or more)	\$	250	+ \$500 deposit*
half day (non-profit rate)	\$	62.50	+ \$500 deposit*
full day (non-profit rate)	\$	125	+ \$500 deposit*

* refundable

Heritage Square: Pavilion

half day (less than 4 hours)	\$	75	+ \$300 deposit*
full day (4 hours or more)	\$	150	+ \$300 deposit*
half day (non-profit rate)	\$	37.50	+ \$300 deposit*
full day (non-profit rate)	\$	75	+ \$300 deposit*

* refundable

Non-profit renter must be able to produce proof of non-profit status.

Dickey-Givens Community Center

1/2 Day (6 Hours) - Resident	\$	100	+ \$200 deposit*
Whole Day (11 Hours) - Resident	\$	200	+ \$200 deposit*
Additional Two Hours Fri/Sat Only - Resident	\$	-	
1/2 Day (6 Hours) - Non-Resident	\$	150	+ \$300 deposit*
Whole Day (11 Hours) - Non-Resident	\$	250	+ \$300 deposit*
Additional Two Hours Fri/Sat Only - Non-Resident	\$	70	
1/2 Day (6 Hours) - Non-Profit	\$	75	+ \$200 deposit*
Whole Day (11 Hours) - Non-Profit	\$	125	+ \$200 deposit*
Additional Two Hours Fri/Sat Only - Non-Profit	\$	-	

* refundable

Public Property

Long term rental of space on public property for commercial purposes As Negotiated

Recreation Fees

Swimming Pool Admission: (Doris Roznovak Aquatic Center)

Children (3 and under)		Free
Children (4 to 12 years old)	\$	2
Adults (13 to 59 years old)	\$	3
Seniors (60 and over)	\$	2
Family Passes - 30 admissions	\$	45
Family Passes - 60 admissions	\$	90

Pool Rental for Parties:

The YMCA will pay the City the regular admission price paid for each person attending parties.

Pool use for daycares and day camps:

The YMCA will pay the City the regular admission price paid for each daycare child or day campers attending the pool.

City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

Pool use for YMCA members:

The YMCA will pay the City appropriate gate fee for each member of the YMCA attending the pool.

Swim Lessons:

The YMCA will pay the City \$5.00 for each swim lesson participant.

General Use of Athletic Fields:**Taylor Regional Park & Sports Complex**

Deposit	\$	100
Hourly Use	\$	25 per hour, per field
Hourly Use with lights	\$	45 per hour, per field
Practice: per field, per month (2/week@2hrs each)	\$	200
Gate fee	\$	10 per participating team

Robinson Ballfield

Deposit (weekend rental)	\$	100
Maintenance to field outside regular operating hours	\$	34 per/hr @ request of renter
Rental Fee w/no lights	\$	25 per day
Rental Fee with lights	\$	45 per day

Recovery fee (ALL City fields) - All sports included \$ 5 per person/per season

Athletic Fields (Taylor Regional Park & Sports Complex Only-Baseball/Softball only)

Deposit	\$	250	Include concession, if applicable
Field attendants (minimum of 2 attendants)	\$	17	per attendant, per hour
Lights	\$	50	per field
Rentals	\$	100	per field, per day
Field Re-drag/Re-chalk	\$	25	per field, per drag/chalk

Football and Soccer Fields

Field Rental	\$	150	per field, per day
Lights	\$	50	per field

Concession Stand (Taylor Regional Park & Sport Complex)

Concession Rentals Pay 10% of gross receipts

Deposit \$ 250

Beverage Use - Cost per bottle calculated by dividing current case price by the number of bottles per case.

Vendors (Must obtain permission prior to event)

With Electricity	\$	35	per day
No electricity	\$	25	per day

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u> <u>Monthly Fee</u>
Memorial Field (Stadium)	
Field Rental (Season packages are available)	\$ 150 per day
Lights	\$ 50 per day

PLANNING AND DEVELOPMENT SERVICES , ENGINEERING AND CONSTRUCTION

All permits submitted through MyGovernmentOnline will be assessed a **\$15 Technology Fee**.

Properties located within a Neighborhood Empowerment Zone may be eligible for a 50% reduction in the following fees:
Zoning, Platting, Site Plan, Building, Plumbing, Mechanical, Electrical, Gas, Foundation and Roof.

The 50% reduction in fees within the Neighborhood Empowerment Zone **does not** apply if it involves work without a permit.

All building permits include two plan reviews. The third and subsequent plan reviews require a separate plan review fee to be paid before each and every subsequent plan review will be conducted.

Building Permits

All permits calculated on a per square foot basis will be charged a
Weatherization Fee of: \$ 0.005 Per Sq. Ft.

RESIDENTIAL - (Fees collected at time of application)**New Residential and Residential Additions including attached car port**

(Excludes multi-family greater than four units and mixed use)

Plan Review Fee (Collected at time of application) \$ 0.15 Per Sq. Ft.

Permit Fee (Collected upon permit approval) \$ 1.00 Per Sq. Ft.

(Includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per sq. ft. each)

Residential Accessory structure 200 sq.ft. and greater

Plan Review Fee (Collected at time of application) \$ 0.15 Per Sq. Ft. or \$75
whichever is greater

Permit Fee (Collected upon permit approval) \$ 1.00 Per Sq. Ft.

(Includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per sq. ft. each)

The permit fee includes initial inspections and one re-inspection. **Each re-inspection required after the first re-inspection will be charged an inspection fee of \$55.**

City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

Residential Remodel

(Excludes multi-family greater than four units and mixed use)

Plan Review Fee (Collected at time of application)	\$	75	
Permit Fee (Collected upon permit approval)	\$	1.00	Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per sq. ft. each)			

The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of **\$55**.

Residential Manufactured Home

Plan Review Fee (Collected at time of application)	\$	75	
Permit Fee (Collected upon permit approval)	\$	0.50	Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.125 per sq. ft. each)			

The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of **\$55**.

Manufactured Home Park

Manufactured Home Park - additions or alterations to spaces	\$	25	per space
Manufactured Home Park - original permit application	\$	400	
Manufactured Home Park License (Annual Fee - 10 spaces or less)	\$	250	
Manufactured Home Park License (Annual Fee - greater than 10 spaces)	\$	500	

COMMERCIAL - (Fees collected at time of application)**New Commercial and Commercial Additions**

(Includes multi-family greater than four units and mixed use)

Plan Review Fee (Collected at time of application)	\$	0.15	Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	1.00	Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per sq. ft. each)			

The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of **\$75**.

City of Taylor - FY 2023 Fee Schedule for City Services

		<u>FY 2023</u> <u>Monthly Fee</u>
New Commercial - Shell Building		
Plan Review Fee (Collected at time of application)	\$	0.15 Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	0.80 Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.20 per sq. ft. each)		
The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of \$75.		
Commercial - Tenant Finish Out		
Plan Review Fee (Collected at time of application)	\$	0.15 Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	0.80 Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.20 per sq. ft. each)		
The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of \$75.		
Commercial Remodel		
(Includes multi-family greater than four units and mixed use)		
Plan Review Fee (Collected at time of application)	\$	0.15 Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	1.00 Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per sq. ft. each)		
The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of \$75.		
Commercial Accessory Structure - 120 sq ft and greater	\$	95 Review Fee
	\$	0.60 Per Sq. Ft. + Plan Review Fee & Inspection Fee
Cell Towers	\$	500 Plan Review Fee + Inspection Fee
Electrical Permits		
Stand Alone	\$	40 + Inspection Fees
Solar Panels	\$	145 + Inspection Fees

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
Mechanical Permits		
Residential Change Out	\$	50 + Inspection Fees
Commercial Change Out	\$	75 + Inspection Fees
Stand Alone	\$	40 + Inspection Fees
Plumbing Permits		
Stand Alone	\$	40 + Inspection Fees
Lawn Irrigation System	\$	70 + Inspection Fees
<u>Sign Permits - (Fees collected at time of application)</u>		
Banner (Non-profit, faith-based, governmental, and service clubs are exempt from paying the fee.)	\$	25
New Sign or Sign Re-Facing	\$	75 application fee
Freestanding Signs over 8 ft Tall	\$	180
Internally Illuminated Signs	\$	180
Sandwich board/A-frame signs in Downtown sign area	No Charge	review for size and placement standards only
Sign Re-Inspection Fee for Each Reinspection After the First Inspection	\$	55
<u>Miscellaneous Permits - (Fees collected at time of application)</u>		
Car Port (non conforming) Special Use Permit required		
Certificate of Occupancy - Commercial (Includes Customer Service Inspection -	\$	80 + Inspection Fees
Customer Service Inspection (CSI) - Residential	\$	80
Demolition	\$	25 + Inspection Fees
Driveway Approach	\$	40 + Inspection Fees
Fence (Over 6 feet tall)	\$	75 Application fee
Foundation Leveling and Repair	\$	40 + Inspection Fees
Mobile Food Vendors and Food Courts	\$	150 + Inspection Fees
Peddler & Solicitor	\$	60 for each application plus \$50 for each person. Permit valid for 6 months.
Pool (above ground)	\$	50 + Inspection Fees + \$75 Plan Review Fee
Pool (in ground)	\$	100 + Inspection Fees + \$75 Plan Review Fee
Porch, Patio or Deck	\$	40 + Inspection Fees + \$75 Plan Review Fee
Work in the City Right-of-Way (no engineering review)	\$	50 + Inspection Fees
Work in the City Right-of-Way (with engineering review)	\$	50 + 1% of project cost + engineering inspection fees

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u> <u>Monthly Fee</u>	
Roof Permit	\$	40 Inspection Fee & Plan Review fee, if required
Streamlined Site Development Plan	\$	100
Tree Removal Permit	\$	60 + Inspection Fees
Inspection Fees		
Initial Inspection (Residential)	\$	55
Each Re-inspection (Residential)	\$	55
Initial Inspection (Commercial)	\$	75
Each Re-inspection (Commercial)	\$	75
Medical gas inspections/re-inspections	\$	250
Engineering inspections		3% of project cost
Emergency Commercial Inspection	\$	125
Emergency Residential Inspection	\$	95
Fees for Work Without a Permit		
Work without a permit - First Offense		Double the permit fee
Work without a permit - Second and Subsequent Offenses filed in Municipal Court		Triple the permit fee & citation
Expedited Plan Review		
Expedited Residential Plan Review (subject to capacity)	\$	125 per hour
Expedited Commercial Plan Review (subject to capacity)	\$	200 per hour
<u>Planning, Zoning, Subdivision, Site Development</u>		
All planning fees are collected at time of application submission except for inspection fees		
Annexation		
Voluntary Annexation (with notice)	\$	500 application fee + notices
Voluntary Annexation (without notice)	\$	500 application fee + notices
Disannexation or ETJ Release	\$	500 application fee + attorney fees
Agreements/Petitions		
Development Agreement	\$	2,000 application fee + attorney fees + Professional Services Recovery fee
Development Agreement Amendment	\$	500 application fee + attorney fees + Professional Services Recovery fee

City of Taylor - FY 2023 Fee Schedule for City Services

		<u>FY 2023</u>	
		<u>Monthly Fee</u>	
Special District Petition (MUD, PID, etc)	\$	2,000	application fee + attorney fees + Professional Services Recovery fee
Comprehensive Plan			
Comprehensive Plan Amendment	\$	500	application fee + notices + Professional Services Recovery fee if required
Zoning			
Re-zoning	\$	350	application fee + notices
Specific Use Permit	\$	350	application fee + notices
Planned Development Initial Submittal	\$	1,000	application fee + urban design consultant Professional Services Recovery Fee if required
Planned Development Re-Submittal	\$	500	Application fee for each re-submittal + urban design consultant Professional Services Recovery Fee if required
Planned Development Amendment	\$	500	application fee + urban design consultant Professional Services Recovery Fee, + notices
Appeals	\$	250	application fee + notices
Variance	\$	250	application fee + notices
Special Exceptions	\$	250	application fee + notices
Zoning Verification Letter	\$	50	

City of Taylor - FY 2023 Fee Schedule for City Services

		<u>FY 2023</u> <u>Monthly Fee</u>	
Site Development Plan			
Site Plan Initial Submittal	\$	500	application fee + \$0.05 per sq. ft. of impervious cover
Site Plan Re-Submittal	\$	500	application fee for each re-submittal
Site Development Inspection Fee	\$	0.05	per sq. ft. of impervious cover paid at plan approval
Flood Plain Development Permit			
Flood Plain Development Permit Initial Submittal	\$	500	application fee
Flood Plain Development Permit Re-Submittal	\$	500	application fee for each re-submittal
Subdivision			
<u>Final Plats (includes Amended Plats and Re-Plats)</u>			
Final Plat from Preliminary Plat Initial Submittal	\$	1,000	application fee + \$30 per lot
All other Final Plats Initial Submittal	\$	500	application fee
Final Plat Re-Submittal	\$	300	review fee for each re-submittal
<u>Preliminary Plats</u>			
Preliminary Plat Initial Submittal	\$	1,000	application fee + \$35 per lot + urban design consultant Professional Services Recovery Fee if required
Preliminary Plat Re-Submittal	\$	500	application fee for each re-submittal + urban design consultant Professional Services Recovery Fee if required

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
<u>Subdivision Improvement Plans (Construction Plans)</u>		
Improvement Plans Initial Submittal	\$	1,000 application fee + 1% of improvement cost
Improvement Plans Re-Submittal	\$	500 review fee for each re-submittal
Improvements Inspection Fee		3% of improvements cost paid at plan approval
Subdivision Variance	\$	250 application fee + notices
Plat Certification	\$	50
Miscellaneous Fees		
Recording Fees (all application types)	Set by Williamson County - paid by applicant	
Mailed Notices (all application types)	\$	5 per notice
Pipeline Permit	\$	2,500 + Annual Fee (\$3 per rod within right-of-way)

Professional services recovery fee: If an outside consultant for the city is required for an applicant's project, the applicant is required to pay the estimated fee for such service prior to such service being conducted and shall pay or receive a refund for the difference between the estimated fee and the actual fee within thirty (30) days of the city's receipt of an invoice from the outside consultant for the services rendered. The city may require that additional fees be deposited when the original fee is exhausted or is projected to be exhausted. In such event, the city shall prepare an estimate of the additional fees for the outside consultant and send the applicant written notice of the additional fees that must be deposited, accompanied by the estimate. The applicant shall pay the estimated additional fee deposit within fifteen (15) days of date of the notice.

IMPACT FEES**Roadway Impact Fees****FOR PROPERTY PLATTED/SUBDIVIDED PRIOR TO FEBRUARY 13, 2014 AND AFTER APRIL 24, 2007**

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Single Family (1 LUE Equivalency)	\$ 480.32
Residential Multi-Family (0.61 LUE Equivalency)	\$ 293.00
Retail/Commercial (1000/Sq Ft = 1.73 LUE Equivalency)	\$ 830.95
Industrial (1000/Sq Ft = 1.01 LUE Equivalency)	\$ 485.12
Prison (1000/Sq Ft = 2.40 LUE Equivalency)	\$ 1,152.77
Schools (0.09 LUE Equivalency/Student)	\$ 43.23

ROADWAY IMPACT FEES ORDINANCE 2014-03 ADOPTED FEBRUARY 13, 2014**FOR PROPERTY DEVELOPED AFTER FEBRUARY 13, 2014**

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
Effective Fee		
Service Area One (1)	\$ 480	PER L.U.E.
Service Area Two (2)	\$ 318	PER L.U.E.
<u>Sidewalks</u>		
Cash-in-Lieu Fee	\$ 10	per Sq Ft
<u>Right-of-way License</u>		
Original License	\$ 350	

Water and Wastewater Impact Fees**Impact Fees (For projects platted between 1/10/2002 and 4/24/2006)**

*Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

*All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

<u>Meter Type & Size</u>	<u>Water Fee</u>	<u>Sewer Fee</u>	<u>Ratio to</u> <u>5/8" Meter</u>	<u>Total Fee</u>
Simple 5/8" x 3/4"	\$923	\$272	1 \$	1,195
Simple 3/4"	\$1,384	\$409	1.5 \$	1,793
Simple 1"	\$2,307	\$681	2.5 \$	2,989
Simple 1-1/2"	\$4,615	\$1,362	5 \$	5,977
Simple 2"	\$7,384	\$2,179	8 \$	9,563
Compound 2"	\$7,384	\$2,179	8 \$	9,563
Turbine 2"	\$9,230	\$2,724	10 \$	11,954
Compound 3"	\$14,768	\$4,359	16 \$	19,127
Turbine 3"	\$22,151	\$6,538	24 \$	28,690
Compound 4"	\$23,074	\$6,811	25 \$	29,885
Turbine 4"	\$38,765	\$11,442	42 \$	50,207
Compound 6"	\$46,149	\$13,622	50 \$	59,770
Turbine 6"	\$84,914	\$25,064	92 \$	109,977
Compound 8"	\$73,838	\$21,795	80 \$	95,633
Turbine 8"	\$147,676	\$43,589	160 \$	191,265
Compound 10"	\$106,142	\$31,330	115 \$	137,472
Turbine 10"	\$230,744	\$68,108	250 \$	298,852
Compound 12"	\$304,582	\$89,903	330 \$	394,484

Impact Fees (For projects platted between 4/24/2006 and 1/26/2012)

*Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

*All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

<u>Meter Type & Size</u>	<u>Water Fee</u>	<u>Sewer Fee</u>	<u>Ratio to</u> <u>5/8" Meter</u>	<u>Total Fee</u>
Simple 5/8" x 3/4"	\$943	\$531	1 \$	1,474
Simple 3/4"	\$1,415	\$796	1.5 \$	4,500
Simple 1"	\$2,359	\$1,327	2.5 \$	7,500

City of Taylor - FY 2023 Fee Schedule for City Services

<u>Meter Type & Size</u>	<u>Water Fee</u>	<u>Sewer Fee</u>	<u>Ratio to 5/8" Meter</u>	<u>FY 2023 Monthly Fee</u>	
					<u>Total Fee</u>
Simple 1-1/2"	\$4,717	\$2,654	5	\$	15,000
Simple 2"	\$7,548	\$4,246	8	\$	24,000
Compound 2"	\$7,548	\$4,246	8	\$	24,000
Turbine 2"	\$9,435	\$5,308	10	\$	30,000
Compound 3"	\$15,096	\$8,493	16	\$	48,000
Turbine 3"	\$22,644	\$12,739	24	\$	72,000
Compound 4"	\$23,587	\$13,270	25	\$	75,000
Turbine 4"	\$39,627	\$22,294	42	\$	126,000
Compound 6"	\$47,175	\$26,540	50	\$	150,000
Turbine 6"	\$86,801	\$48,834	92	\$	276,000
Compound 8"	\$75,479	\$42,464	80	\$	240,000
Turbine 8"	\$150,958	\$84,928	160	\$	480,000
Compound 10"	\$108,501	\$61,042	115	\$	345,000
Turbine 10"	\$235,873	\$132,700	250	\$	750,000
Compound 12"	\$311,352	\$175,164	330	\$	990,000

Impact Fees (For projects platted after (1/26/2012))

*Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

*All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

<u>Meter Type & Size</u>	<u>Water Fee</u>	<u>Sewer Fee</u>	<u>Ratio to 5/8" Meter</u>	<u>Total Fee</u>	
Simple 5/8" x 3/4"	\$1,770	\$1,230	1	\$	3,000
Simple 3/4"	\$2,655	\$1,845	1.5	\$	4,500
Simple 1"	\$4,425	\$3,075	2.5	\$	7,500
Simple 1-1/2"	\$8,850	\$6,150	5	\$	15,000
Simple 2"	\$14,160	\$9,840	8	\$	24,000
Compound 2"	\$14,160	\$9,840	8	\$	24,000
Turbine 2"	\$17,700	\$12,300	10	\$	30,000
Compound 3"	\$28,320	\$19,680	16	\$	48,000
Turbine 3"	\$42,480	\$29,520	24	\$	72,000
Compound 4"	\$44,250	\$30,750	25	\$	75,000
Turbine 4"	\$74,340	\$51,660	42	\$	126,000
Compound 6"	\$88,500	\$61,500	50	\$	150,000
Turbine 6"	\$162,840	\$113,160	92	\$	276,000
Compound 8"	\$141,600	\$98,400	80	\$	240,000
Turbine 8"	\$283,200	\$196,800	160	\$	480,000
Compound 10"	\$203,550	\$141,450	115	\$	345,000
Turbine 10"	\$442,500	\$307,500	250	\$	750,000
Compound 12"	\$584,100	\$405,900	330	\$	990,000

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u> <u>Monthly Fee</u>
<u>Tap Fees</u>	
<u>Water Taps</u>	
1"	\$ 1,513 per tap
1½"	\$ 1,909 per tap
2"	\$ 2,122 per tap
<u>Sewer Taps</u>	
4"	\$ 1,473.82 per tap
6"	\$ 1,640.27 per tap
<u>Meter Fees</u>	
The Meter fees are pass through costs and these prices are subject to change.	
Standard residential water meter	\$ 275
Non standard meters vary in price. Please contact the Permit Technician for the cost of a non standard meter.	Price on request
<u>POLICE DEPARTMENT</u>	
<u>Accident Report</u>	\$ 6 Per report
Certified Copy of Report	\$ 8 Per Report
<u>Dispatching fee for other jurisdiction -</u>	
By contract as negotiated by City Manager and approved by City Council	
<u>Fingerprinting Service</u>	\$ 10 Per set
<u>Police Report</u>	\$ 0.10 Per Page, After 50 Pages
DVD's	\$ 3.00
CD's	\$ 1.00
<u>Body Worn Camera Recordings</u>	
Fees are pursuant to Government Code 1701.661	
(1) \$10.00 per recording responsive to the request for information; and	
(2) \$1.00 per full minute of body worn camera video or audio footage responsive to the request for information, if identical information has not already been obtained by a member of the public in response to a request for information	
<u>Security Requests</u>	
Police unit (vehicle)	\$ 25 Per hour
Security fee for off-duty police officer (3 hours/officer minimum)	\$ 60 Per hour
Supervisor required when 4 or more officers are requested	\$ 80 Per hour
Emergency request received within 24 hours of scheduled start time	\$ 70 Per hour
Traffic only	\$ 60 Per hour

SOLID WASTE COLLECTION

Collected by City on monthly utility bill. Pick up once per week.

City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

ResidentialFees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax(8.25%)**Container Size:

Single 96 gallon cart	\$	12.87	Base Fee/month
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Each additional cart	\$	4.19	Base Fee/month
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Curbside Recycling (pickup every other week):

Single 96 gallon cart	\$	3.47	Base Fee/month
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Each additional cart	\$	3.47	Base Fee/month
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Multi-Family Resident - Single User	\$	7.50	Base Fee/month
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Multi-Family Resident - Multiple Users	\$	17.06	Base Fee/month
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Customer requesting a one time additional waste/bulk item(s) collection (in additional to normal service) will be advised of a one-time additional charge prior to the scheduling of the additional pickup. Pricing determined by service provider.

Commercial Trash ServiceFees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%)**Container Size:**96 Gallon Cart (additional pick up is \$25):**

One X Per week pick up	\$	20.22	Base Fee/month
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Two X s Per week pick up	\$	28.95	Base Fee/month
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Three X s Per week pick up	\$	35.28	Base Fee/month
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Four X s Per week pick up	\$	44.12	Base Fee/month
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Five X s Per week pick up	\$	54.69	Base Fee/month
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2 Cubic Yards (additional pick up is \$25):

One X Per week pick up	\$	55.99	Base Fee/month
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Two X s Per week pick up	\$	92.71	Base Fee/month
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Three X s Per week pick up	\$	114.74	Base Fee/month
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3 Cubic Yards (additional pick up is \$35):

One X Per week pick up	\$	73.28	Base Fee/month
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Two X s Per week pick up	\$	127.48	Base Fee/month
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Three X s Per week pick up	\$	181.53	Base Fee/month
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Four X s Per week pick up	\$	213.59	Base Fee/month
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Five X s Per week pick up	\$	264.79	Base Fee/month
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4 Cubic Yards (additional pick up is \$45):

One X Per week pick up	\$	92.71	Base Fee/month
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Two X s Per week pick up	\$	162.21	Base Fee/month
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Three X s Per week pick up	\$	234.69	Base Fee/month
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Four X s Per week pick up	\$	282.43	Base Fee/month
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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
Five X s Per week pick up	\$	366.81 Base Fee/month
6 Cubic Yards (additional pick up is \$55):		
One X Per week pick up	\$	115.88 Base Fee/month
Two X s Per week pick up	\$	191.27 Base Fee/month
Three X s Per week pick up	\$	283.90 Base Fee/month
Four X s Per week pick up	\$	319.51 Base Fee/month
Five X s Per week pick up	\$	390.11 Base Fee/month
8 Cubic Yards (additional pick up is \$65):		
One X Per week pick up	\$	141.00 Base Fee/month
Two X s Per week pick up	\$	233.67 Base Fee/month
Three X s Per week pick up	\$	328.31 Base Fee/month
Four X s Per week pick up	\$	404.23 Base Fee/month
Five X s Per week pick up	\$	510.12 Base Fee/month
10 Cubic Yards (additional pick up is \$75):		
One X Per week pick up	\$	171.88 Base Fee/month
Two X s Per week pick up	\$	270.39 Base Fee/month
Three X s Per week pick up	\$	374.66 Base Fee/month
Four X s Per week pick up	\$	484.73 Base Fee/month
Five X s Per week pick up	\$	639.25 Base Fee/month
<u>Commercial Recycling Service</u>		
Fees calculated at Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%)		
<u>Container Size:</u>		
96 Gallon Cart (additional pick up is \$25):		
One X Per week pick up	\$	18.19 Base Fee/month
Two X s Per week pick up	\$	26.06 Base Fee/month
Three X s Per week pick up	\$	31.75 Base Fee/month
2 Cubic Yards (additional pick up is \$25):		
One X Per week pick up	\$	50.39 Base Fee/month
Two X s Per week pick up	\$	83.44 Base Fee/month
Three X s Per week pick up	\$	103.27 Base Fee/month
3 Cubic Yards (additional pick up is \$35):		
One X Per week pick up	\$	65.95 Base Fee/month
Two X s Per week pick up	\$	114.72 Base Fee/month
Three X s Per week pick up	\$	163.38 Base Fee/month
4 Cubic Yards (additional pick up is \$45):		
One X Per week pick up	\$	83.44 Base Fee/month
Two X s Per week pick up	\$	145.99 Base Fee/month
Three X s Per week pick up	\$	211.22 Base Fee/month

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u> <u>Monthly Fee</u>	
6 Cubic Yards (additional pick up is \$55):		
One X Per week pick up	\$	104.28 Base Fee/month
Two X s Per week pick up	\$	172.14 Base Fee/month
Three X s Per week pick up	\$	255.52 Base Fee/month
8 Cubic Yards (additional pick up is \$65):		
One X Per week pick up	\$	126.90 Base Fee/month
Two X s Per week pick up	\$	210.30 Base Fee/month
Three X s Per week pick up	\$	295.48 Base Fee/month
10 Cubic Yards (additional pick up is \$75):		
One X Per week pick up	\$	154.69 Base Fee/month
Two X s Per week pick up	\$	243.35 Base Fee/month
Three X s Per week pick up	\$	337.19 Base Fee/month

Roll Offs - include the following: (Delivery Charge + Daily Rental + Haul Cost)Delivery Charge:*Delivery Charge is calculated at **Fee per delivery + Franchise Fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$	134.98	Fee per delivery
30 yd Roll-Off	\$	134.98	Fee per delivery
40 yd Roll-Off	\$	134.98	Fee per delivery

Daily rental:*Daily Rental is calculated at **Rate/day + Franchise Fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$	2.08	Rate/day
30 yd Roll-Off	\$	2.08	Rate/day
40 yd Roll-Off	\$	2.08	Rate/day

Haul cost:*Haul Cost is calculated at **Cost per haul + Franchise fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$	415.32	Cost per haul
30 yd Roll-Off	\$	498.38	Cost per haul
40 yd Roll-Off	\$	581.44	Cost per haul

Roll Offs of Clean, Separated Recycle Material - include the following: (Delivery Charge + Daily Rental + Haul Cost)Delivery Charge:*Delivery Charge is calculated at **Fee per delivery + Franchise Fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$	130.54	Fee per delivery
30 yd Roll-Off	\$	130.54	Fee per delivery
40 yd Roll-Off	\$	130.54	Fee per delivery

Daily rental:*Daily Rental is calculated at **Rate/day + Franchise Fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$	2.02	Rate/day
30 yd Roll-Off	\$	2.02	Rate/day

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
40 yd Roll-Off	\$	2.02 Rate/day
<u>Haul cost:</u>		
*Haul Cost is calculated at Cost per haul + Franchise fee (10%) + Sales Tax (8.25%)		
20 yd Roll-Off	\$	339.14 Cost per haul
30 yd Roll-Off	\$	339.14 Cost per haul
40 yd Roll-Off	\$	339.14 Cost per haul
<u>One time collection of Bulky wastes on call for 2 cu yd, 3 cu yd, 4 cu yd, 6 cu yd, 8 cu yd or 10 Cubic yards</u>		
Delivery Charge	\$	77.60 Fee/delivery
Daily Rental	\$	4.65 Rate/day
Haul cost	\$	77.60 Cost per haul
Industrial Solid Waste Collection Services - collected by service provider		
<u>Spring and Fall cleanup</u>		
Per Standard pick-up truck load	\$	10
Trailer (16' to 18')	\$	20
<u>Assessments</u>		
Lot clean up	Actual cost + 10% admin fee	
Paving assessment	n/a	
<u>Lien Fees</u>		
Filing of Lien with Williamson County	Per current County rate	
Release of Lien with Williamson County	Per current County rate	
<u>Waste Hauling</u>		
Liquid waste hauler discharge permit	\$	100 each year (1) vehicle
	\$	25 each additional vehicle
Discharge fee	\$	0.10 per gallon (\$100 per 1,000 gallons)
For Special Industrial Wastes that are manifested by State regulation, excluding water or wastewater treatment plant sludge, the rate per haul of a roll off container	\$	210
Disposal charges shall be determined following receipt of a waste profile determining handling and classification of the specific waste stream.		

Rates are subject to modification by City approval.

City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

UTILITIES**Deposits for all single family, commercial, industrial, irrigation accounts per connection.**

*Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years. Good payment history is no disconnections for non-payment and no outstanding balances.

<u>Meter Size</u>	<u>Avg. Gallons consumption/month**</u>	<u>Deposit Amount</u>
5/8" x 3/4"	<10,000	\$ 121
3/4"	<10,000	\$ 145
1"	<10,000	\$ 157
1½"	<15,000	\$ 212
2"	<15,000	\$ 273
3"	<15,000	\$ 332
4"	<25,000	\$ 515
6"	<25,000	\$ 757
8"	<50,000	\$ 1,241
10"	<75,000	\$ 1,846
12"	<150,000	\$ 3,056

**If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by the City Manager.

Deposits for all multi-family dwelling accounts per connection.

*Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years. Good payment history is no disconnections for non-payment and no outstanding balances.

<u>Meter Size</u>	<u>Avg. Gallons consumption/month**</u>	<u>Deposit Amount calculated as follows:</u>
5/8" x 3/4"	<10,000	\$121 +(((# units -1) x 0.7)x\$100)
3/4"	<10,000	\$145+(((# units -1) x 0.7)x\$100)
1"	<10,000	\$157 +(((# units -1) x 0.7)x\$100)
1½"	<15,000	\$212 +(((# units -1) x 0.7)x\$100)
2"	<15,000	\$273 +(((# units -1) x 0.7)x\$100)
3"	<15,000	\$332 +(((# units -1) x 0.7)x\$100)
4"	<25,000	\$515 +(((# units -1) x 0.7)x\$100)

**If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by the City Manager.

Backflow Prevention

Initial Permit	\$ 31
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Water Rates**Rates for all single family, commercial, industrial and irrigation accounts per connection.**

Total monthly charges include the minimum base rate plus block rate structure for single family, commercial, and

Base Rate

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
5/8" x 3/4"	\$ 39.03
1"	\$ 65.19

City of Taylor - FY 2023 Fee Schedule for City Services

		<u>FY 2023</u> <u>Monthly Fee</u>
1½"		\$ 97.54
2"		\$ 156.11
3"		\$ 312.25
4"		\$ 487.86
6"		\$ 976.88
Living Unit Equivalent (LUE)		\$ 16.53 for each LUE
Residential:		
Block 1	per kgals. (0-2,000 gallons)	\$ 3.97
Block 2	per kgals. (2001-5,000 gallons)	\$ 4.37
Block 3	per kgals. (5,001-9,000 gallons)	\$ 4.74
Block 4	per kgals. (above-9,000 gallons)	\$ 5.54
Non-Residential:		
Block 1	per kgals. (0-15,000 gallons)	\$ 5.36
Block 2	per kgals. (15,001-45,000 gallons)	\$ 5.90
Block 3	per kgals. (45,001-120,000 gallons)	\$ 6.49
Block 4	per kgals. (above-120,000 gallons)	\$ 6.96
Irrigation:	All usage (minimum 1,000 gallons)	\$ 8.38 per 1,000 gallons
<u>Bulk Water Rate</u>		\$ 7.47 per 1,000 gallons
<u>Sewer Rates</u>		
Rates for all Single Family Dwelling accounts per connection.		
Total "charge" includes monthly minimum plus \$7.57 per 1,000 gallons .		
For residential customers, the City bases monthly wastewater charges on the average water consumption for November, December, January, and February. The three lowest consumptions are averaged. This average is used to calculate your wastewater charge for the entire year. An account must be active the entire four months to establish an average. All new accounts will be charged the citywide average until the account has established its own winter average.		
<u>Meter Size</u>		<u>Monthly Minimum Charge</u>
All meter sizes (5/8" x 3/4", 1", 1½", 2", 3", 4", 6")		\$ 34.27
Rates for all multi- family dwelling, commercial and industrial accounts per connection.		
Total monthly charge includes monthly minimum plus \$7.57 per 1,000 gallons.		
<u>Meter Size</u>		<u>Monthly Minimum Charge</u>
All meter sizes (5/8" x 3/4", 1", 1½", 2", 3", 4", 6")		\$ 34.27
<u>Additional Utility Service Fees:</u>		
Administrative/Processing Fee		\$ 31
After Hours Connection Fee		\$ 61
Connect Fees		\$ 31

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>
	<u>Monthly Fee</u>
Fire Hydrant Meter-Base Fee (no consumption included)	\$ 121
Fire Hydrant Meter-Deposit	\$ 726
Late Fee (Applied to balance of account if not paid by due date indicated on bill)	10%
Lock Fee	\$ 31
Meter Flow Test-In-House	\$ 48
Plugged/Pulled Meter Fee	\$ 91
Reconnect Fee	\$ 31
Reread Fees	\$ 24
Return Check & NSF Electronic Draft Fees	\$ 36
Return Trip Fee	\$ 24
Third Party Meter Flow Test-Commercial	\$ 212
Third Party Meter Flow Test-Residential	\$ 116
Transfer Fee	\$ 24
Unauthorized Usage Fee (customer turns water back on to avoid the after charge)	\$ 91

Municipal Drainage Utility System

Equivalent Residential Unit (ERU)	Monthly Rate
Residential (includes multi-family) = 1 ERU/Unit	\$ 3 Per ERU
Non-residential = \$3.00 per 2,500 sq ft of impervious area	\$ 3 minimum fee

Transportation User Fee

TRIP FACTOR INDEX

Category	Units	Trip Factor	SubCategories
Building Materials	1,000 SF	4.49	Building Materials and Lumber Store, Hardware/Paint Store, Nursery
Convenience Market	1,000 SF	34.57	Convenience Market (no gas pumps), Convenience Market with Gas Pumps, Gasoline/Service Station
Medical Office	1,000 SF	3.57	Medical-Dental Office Building, Clinic, Veterinary Hospital/Veterinary Clinic
Restaurant	1,000 SF	11.15	Restaurant, Drinking Place
Fast Food	1,000 SF	26.15	Fast Food Restaurant w/out Drive-Thru Window, Fast Food Restaurant with Drive-Thru Window, Donut Place w/out Drive-Thru Window, Donut Place with Drive-Thru Window
Hospital/Nursing Home	1,000 SF	0.74	Hospital, Nursing Home
Indoor Recreation	1,000 SF	3.53	Bowling Alley, Movie Theater, Health Fitness Club
Lodging	Rooms	0.47	Hotel, Motel
Business Office	1,000 SF	1.29	General Office Building, Single Tenant Office Building, United States Post Office, Research and Development Center, Business Park
Bank	1,000 SF	12.13	Walk-In Bank, Drive-In Bank
Salon	1,000 SF	1.93	Hair Salon
General Retail	1,000 SF	3.71	Shopping Center, Apparel Store, Arts and Craft Store, DVD/Video Rental
Auto Part/Service/Wash	1,000 SF	4.46	Quick Lubrication Vehicle Shop, Self Service Car Wash, Automated Car Wash, Automobile Parts Sales, Automobile Parts and Service
Large School/Day Care	students	0.2	All schools w/greater than 50 students
Day Care	1,000 SF	12.46	Daycare Center (less than 50 students)
Supermarket/Pharmacy	1,000 SF	8.4	Supermarket, Pharmacy/Drugstore
Prison	1,000 SF	2.91	Prison
Superstore	1,000 SF	4.35	Free-Standing Discount Superstore
Outdoor Recreation	acres/campsites	0.3	Campground/RV Park, Golf Course, Arena
Car Sales	1,000 SF	2.62	New Car Sales
Warehousing	1,000 SF	0.32	Warehousing
Industrial	1,000 SF	0.73	General Light Industrial, General Heavy Industrial, Manufacturing, Utilities

TRANSPORTATION USER FEE SCHEDULE

	Monthly Base Trip Rate	Monthly Charge
Nonresidential Tiers		
Tier I*	0-8.99	\$25.00
Tier II	9.00-13.65	\$33.00
Tier III	13.66-27.30	\$50.00
Tier IV	27.31-53.99	\$67.00
Tier V	54.00-102.00	\$84.00
Tier VI	102.01+	\$133.00
Residential		
Single Family	flat rate	\$8.00
Multi-Family	flat rate	\$8.00

*All churches will be placed in Tier I

Calculation: Trip factor times square foot divided by 1,000 square foot=rate



City Council Meeting January 26, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 9
Agenda Title: Introduce Ordinance 2023-06 Amending the FY 2023 budget

Council Action to be taken: Introduce Ordinance 2023-06

Department Submitted: Finance Department

Staff Contact: Jeff Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider Ordinance 2023-06 amending the FY 2023 Budget.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Council has taken action and approved budget amendments in prior fiscal years. The FY 2023 budget was originally adopted by Council on September 8, 2022.

The purpose of this budget amendment is to have the budget reflect actual financial activity including changes in the budget related to unbudgeted expenditures and revenues. Financial activity during a fiscal year does not always match the anticipated revenues and expenditures approved during the budget development process, and amendments to individual accounts are needed to formally change the budgeted amounts of the affected accounts.

The two attachments to this request:

Ordinance No. 2023-06 – This is the official document that formalizes the adoption of the changes contained in Exhibit A.

Exhibit A – This attachment is part of the ordinance and specifies the items to be amended by fund and category.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Properly account for unplanned/emergency expenditures and the use of donated, grant, and bond funds. • Maintain efficient processing of purchase orders and accounts payable. • Adjust individual accounts to accurately reflect the fiscal year activity in the account.	• If unapproved, accounts will not accurately reflect the activity that has occurred in the account and some accounts would remain over expended.

4. RECOMMENDATION

Staff recommends that Council introduce Ordinance 2023-06 to amend the FY 2023 budget.

5. FUNDING SOURCE

Various funding sources as identified in Exhibit A.

6. TIMELINE

Ordinance 2023-06 is being introduced on January 26th. Staff will schedule adoption of the ordinance for the February 9th meeting.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

[9a. Draft Ordinance 2023-06](#)

[9b. Exhibit A – FY 2023 Q1 Budget Amendment](#)

[9c. Budget Amendment Presentation](#)

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2022-32 ADOPTED ON SEPTEMBER 8, 2022, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AND OTHER CITY FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

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

SECTION 1.0: That the appropriations for the fiscal year beginning October 1, 2022 and ending September 30, 2023, for the support of the general government of the City of Taylor, Texas be amended for said term in accordance with the change in revenues and expenditures shown in the attached Exhibit A.

SECTION 2.0: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2022 and ending September 30, 2023.

SECTION 3.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 26th day of January, 2023.

PASSED, APPROVED, and ADOPTED this the ____ day of _____, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

Exhibit A FY 2023 Q1 Budget Amendments

Ordinance 2023-06

		Adopted Budget		Amendment Amount		Amended Budget	
100 - General Fund							
Revenue							
430-336	Use of Fund Balance	\$	-		\$	202,361	
	Fred Kerley Mural (direction provided at 10/13/22 City Council meeting)			\$	47,000		
	Heritage Splash Pad Replacement approved at City Council 12/8/22. Funding is from the Samsung Quality of Life funds received in FY22.			\$	150,000		
	Move AV equipment at the library offset by accumulated PEG Funds.			\$	5,361		
Total General Fund Revenue Adjustments				\$	202,361		
Development Services							
522-1xx	Various personnel accounts (salary, SS/MC, retirement, insurance)			\$	55,957		
	New staff position, Permit Supervisor, filled December 2022. Amendment includes 9 months of payroll.						
522-267	Computers	\$	2,500	\$	2,500	\$	5,000
	New staff position, Permit Supervisor, filled December 2022.						
522-324	Cell Phones	\$	4,980	\$	600	\$	5,580
	New staff position, Permit Supervisor, filled December 2022.						
522-539	Other Contract Services	\$	1,015,000	\$	13,800	\$	1,028,800
	Update Engineering Manual approved at City Council 12/8/2022 for \$148,800. Additional cost of \$13,800 is offset by budgeted use tax revenue.						
522 - Development Services Department Total				\$	72,857		
Police Department							
552-267	Computers	\$	24,600	\$	20,276	\$	44,876
	5 docking stations for PD vehicles paid for through use tax on the CIP. Originally budgeted in the 592 department as a transfer to CIP for \$17,500. Additional cost of \$2,776 is offset by budgeted use tax revenue.						
542 - Fire Department Total				\$	24,600	\$	20,276
				\$	44,876		
Parks & Rec							
565-742	Construction/Improvements	\$	200,000	\$	162,037	\$	362,037
	Heritage Splash pad replacement \$362,037 - approved at City Council 12/8/22. \$150,000 is funded through the Samsung Quality of Life funds received in FY22 (reflected in fund balance for FY23). \$200,000 is reallocated from the parks signage project funded through sales use tax. The remaining \$12,037 is offset by budgeted use tax revenue.						
565 - Parks & Recreation Department Total				\$	200,000	\$	162,037
				\$	362,037		
Library							
575-539	Other Contract Services	\$	188,461	\$	5,361	\$	193,822
	Move AV equipment at the library offset by accumulated PEG Funds (reflected in fund balance for FY23).						
575 - Library Department Total				\$	188,461	\$	5,361
				\$	193,822		

Exhibit A FY 2023 Q1 Budget Amendments

Ordinance 2023-06

		Adopted Budget	Amendment Amount	Amended Budget
Nondepartmental				
592-813	Contribution to Civic Programs	\$ 10,000	\$ 47,000	\$ 57,000
	<i>Fred Kerley Mural (direction provided at 10/13/22 City Council meeting)</i>			
592-814	Transfer to CIP	\$ 1,569,000	\$ (17,500)	\$ 1,551,500
	<i>5 docking stations for PD vehicles paid for through use tax on the CIP. Originally budgeted in the 592 department as a transfer to CIP for \$17,500. Actual expense in 100-552-267.</i>			
592 - Nondepartmental Total		\$ 1,579,000	\$ 29,500	\$ 1,608,500
Total General Fund Expenditure Adjustments			\$ 290,031	
125- Court Special Revenue Fund				
Revenue				
270-100	Fund Balance			
	<i>Unexpected replacement of 2 computers.</i>	\$ -	\$ 2,300	\$ 2,300
Total Court Special Revenue Fund Revenue Adjustments			\$ 2,300	
Court Technology				
626-267	Computers			
	<i>Unexpected replacement of 2 computers.</i>	\$ -	\$ 2,300	\$ 2,300
Total Court Special Revenue Fund Expenditure Adjustments			\$ 2,300	
340 - Utility Fund				
Utility Fund				
450-365	Transfer from General Fund	\$ -		\$ 202,653
	<i>Budgeted fleet replacement for a Case Backhoe. Funded through Use Tax as part of the FY23 CIP with an interfund transfer out from the General Fund (100-592-815). Approved at City Council 12/8/2022.</i>		\$ 88,660	
	<i>Budgeted fleet replacement for 2024 Freightliner Dump Truck. Funded through Use Tax as part of the FY23 CIP with an interfund transfer out from the General Fund (100-592-815). Approved at City Council 12/8/2022.</i>		\$ 113,993	
Total Utility Fund Revenue Adjustments			\$ 202,653	
WWTP				
706-724	Heavy Equipment	\$ -	\$ 88,660	\$ 88,660
	<i>Budgeted fleet replacement for a Case Backhoe. Funded through Use Tax as part of the FY23 CIP with an interfund transfer out from the General Fund (100-592-815). Approved at City Council 12/8/2022.</i>			
706- Wastewater Treatment Plant Department Total		\$ -	\$ 88,660	\$ 88,660
Utility Maintenance				
708-724	Heavy Equipment	\$ -	\$ 113,993	\$ 113,993
	<i>Budgeted fleet replacement for 2024 Freightliner Dump Truck. Funded through Use Tax as part of the FY23 CIP with an interfund transfer out from the General Fund (100-592-815). Approved at City Council 12/8/2022.</i>			
708- Utility Maintenance Department Total		\$ -	\$ 113,993	\$ 113,993
Total Utility Fund Expenditure Adjustments			\$ 202,653	

Exhibit A FY 2023 Q1 Budget Amendments

Ordinance 2023-06

		Adopted Budget	Amendment Amount	Amended Budget
382 - Fleet Operating Fund				
<u>Revenue</u>				
420-329	Payment of Claims			
	<i>Body shop repairs for 2 vehicles involved in accidents (insurance claim)</i>	\$ -	\$ 9,802	\$ 9,802
Total Fleet Operating Revenue Adjustments			\$ 9,802	
<u>Fleet Services</u>				
517-429	Body Shop Repairs			
	<i>Body shop repairs for 2 vehicles involved in accidents (insurance claim)</i>	\$ 26,000	\$ 9,802	\$ 35,802
Total Fleet Operating Expenditure Adjustments			\$ 9,802	
370 - Cemetery Operating Fund				
<u>Revenue</u>				
450-370	Interfund Transfer In	\$ -	\$ 36,465	\$ 36,465
	<i>Budgeted fleet replacement for 2023 Chevrolet Silverado 4 Door. Funded through Use Tax as part of the FY23 CIP with an interfund transfer out from the General Fund (100-592-815).</i>			
Total Cemetery Operating Revenue Adjustments			\$ 36,465	
<u>Cemetery Operating</u>				
761-719	Other Capital Outlay	\$ -	\$ 36,465	\$ 36,465
	<i>Budgeted fleet replacement for 2023 Chevrolet Silverado 4 Door. Funded through Use Tax as part of the FY23 CIP with an interfund transfer out from the General Fund (100-592-815).</i>			
Total Cemetery Operating Expenditure Adjustments			\$ 36,465	
384 - Fleet Replacement Fund				
<u>Revenue</u>				
340-278	Equipment Replacement Fee	\$ 367,917		\$ 1,442,764
	<i>Fire Apparatus approved at City Council 12/8/2022.</i>		\$ 343,883	
	<i>Gradall Hydraulic Excavator approved at City Council 12/8/2022.</i>		\$ 465,441	
	<i>2024 Freightliner Dump Truck approved at City Council 12/8/2022.</i>		\$ 131,824	
	<i>Skid Steer approved at City Council 12/8/2022.</i>		\$ 63,699	
	<i>Chevrolet Tahoe approved at City Council 12/8/2022.</i>		\$ 70,000	
Total Fleet Replacement Revenue Adjustments			\$ 1,074,847	
<u>Fleet Replacement</u>				
518-723	Motor Vehicles	\$ -		\$ 456,523
	<i>2022 Chevrolet 2500 4x4 Crewcab budgeted and ordered in FY22, purchase expected to be complete in FY23.</i>		\$ 42,640	
	<i>Budgeted fleet replacement for Fire Apparatus Vehicle. Funded through Use Tax as part of the FY23 CIP with a replacement fund contribution from the General Fund Fire Department (100-542-419). Approved at City Council 12/8/2022.</i>		\$ 343,883	
	<i>Budgeted fleet replacement for a Chevrolet Tahoe. Funded through Use Tax as part of the FY23 CIP with a replacement fund contribution from the General Fund Police Department (100-552-419). Approved at City Council 12/8/2022.</i>		\$ 70,000	

Exhibit A FY 2023 Q1 Budget Amendments**Ordinance 2023-06****518-724****Heavy Equipment**

Budgeted fleet replacement for Gradall Hydraulic Excavator. Funded through Use Tax as part of the FY23 CIP with a replacement fund contribution from the General Fund Streets Department (100-563-419). Approved at City Council 12/8/2022.

Budgeted fleet replacement for 2024 Freightliner Dump Truck. Funded through Use Tax as part of the FY23 CIP with a replacement fund contribution from the General Fund Streets Department (100-563-419). Approved at City Council 12/8/2022.

Budgeted fleet replacement for Skid Steer. Funded through Use Tax as part of the FY23 CIP with a replacement fund contribution from the General Fund Parks Department (100-565-419). Approved at City Council 12/8/2022.

Adopted Budget	Amendment Amount	Amended Budget
\$ -		\$ 660,964

\$ 465,441

\$ 131,824

\$ 63,699

Total Fleet Replacement Expenditure Adjustments**\$ 1,117,487**

FY 2023
1st Quarter
Budget Amendments



Exhibit A FY 2023 Q1 Budget Amendments

Ordinance 2023-06

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	Move AV equipment at the library offset by accumulated PEG Funds.			\$	5,361		
Total General Fund Revenue Adjustments				\$	202,361		
Development Services							
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	New staff position, Permit Supervisor, filled December 2022. Amendment includes 9 months of payroll.						
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	New staff position, Permit Supervisor, filled December 2022.						
522-324	Cell Phones	\$	4,980	\$	600	\$	5,580
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Police Department							
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Parks & Rec							
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Ordinance 2023-06

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Exhibit A FY 2023 Q1 Budget Amendments

Ordinance 2023-06

518-724

Heavy Equipment

Budgeted fleet replacement for Gradall Hydraulic Excavator. Funded through Use Tax as part of the FY23 CIP with a replacement fund contribution from the General Fund Streets Department (100-563-419). Approved at City Council 12/8/2022.

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Budgeted fleet replacement for Skid Steer. Funded through Use Tax as part of the FY23 CIP with a replacement fund contribution from the General Fund Parks Department (100-565-419). Approved at City Council 12/8/2022.

Total Fleet Replacement Expenditure Adjustments

Adopted Budget	Amendment Amount	Amended Budget
\$ -		\$ 660,964
	\$ 465,441	
	\$ 131,824	
	\$ 63,699	
		\$ 1,117,487



City Council Meeting January 26, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 10

Agenda Title: Receive TxDOT area road project updates. (Brian LaBorde, City Manager/ John Peters, PE, TxDOT Area Engineer)

Council Action to be taken: Presentation only

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

To provide an update to Council on current and future projects in and around the community on TxDOT maintained roads.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

John Peters, PE, TxDOT Area Engineer will be in attendance to provide an update on area projects along with an HNTB representative for the Williamson County Road Bond Program, Christen Eschberger, PE, on County projects working in partnership with TxDOT.

3. STAFF ANALYSIS (How and Why)

No PowerPoint presentation is provided. Mr. Peters will go over current and future planned project and answer any questions Council may have. Projects that he will address include but not limited to:

- US 79 Loop from 2nd Street to 4th Street - Repair, Level up and overlay.
- FM 619 from FM 1331 to US 79 rehab and add shoulders.
- Concerns on traffic increase along US 79 and intersection at US 79 and CR 101/FM 3349
- FM 973 traffic concerns and signalization
- County partner projects on FM 3349 overpass update, CR 366, CR 401 and CR 404.

4. RECOMMENDATION

Presentation and discussion

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

[10a. TxDot Safety Concerns Letter from Mayor](#)



Texas Department of Transportation

7901 N. I-35, AUSTIN, TEXAS 78753 | 512.832.7000 | WWW.TXDOT.GOV

November 3, 2022

COPY

Mayor Brandt Rydell
City of Taylor
400 Porter St.
Taylor, TX 76574

Dear Mayor Rydell:

Thank you for your letter of October 17, 2022, regarding the city's safety concerns at the intersection of US 79 and FM 3349.

With Williamson County being such a desired location for businesses and families, growth in the area continues to bring many challenges for TxDOT and the local governments. As the population dramatically increases in the area, it also brings along other growing pains we must all work together to help alleviate.

The Texas Department of Transportation (TxDOT) and Williamson County have a strong working relationship and have partnered to bring another large project to the area. Recently TxDOT funded and Williamson County locally let a project to widen FM 3349 from the current two-lane configuration to a four-lane divided section with a grade separation at the Union Pacific Railroad and US 79. The contract was awarded by Williamson County to James Construction, LLC for \$81,941,038.13

In regard to your request for a traffic signal at this intersection, an often-overlooked challenge when railroads are in close proximity to signals is the coordination required with the relevant railroad owner. Based on our experience with Union Pacific, the timeline for receiving that approval could exceed the time it will take for this project to be completed, making that addition unnecessary at that point. However, we do realize that we need to help facilitate traffic safely during construction at this intersection.

As an alternative and because of these coordination challenges, TxDOT and Williamson County design engineers plan to implement an innovative concept at the existing median break to prohibit drivers from going straight. We will then install median U-turn crossovers in conjunction with these modifications. These median U-turn crossovers are for an intersection configuration at which traditional left turns are restricted. Instead, drivers wanting to turn left (or go straight) from FM 3349 or CR101 will turn right on US 79, then make a U-turn at an existing nearby median crossover located east or west of the intersection. This will provide smoother traffic flow and improve safety for these movements.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer

If you have any questions or need further information, please feel free to contact John Peters, Georgetown Area Engineer at 512-930-6002 or at John.Peters@txdot.gov.

Sincerely,

A handwritten signature in blue ink, reading "Tucker Ferguson".

Tucker Ferguson, P.E.
Austin District Engineer

Cc: Marc D. Williams, P.E., Executive Director, TxDOT
John Peters, P.E., Georgetown Area Engineer, TxDOT
Robert B. Daigh, P.E., Sr. Director of Infrastructure, Williamson County



City Council Meeting January 26th, 2022 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 11

Agenda Title: **Resolution to Apply for Grant through the US Soccer Foundation and authorize the City Manager or their designee to act on behalf of the city on the grant application and execution of the project.**

Council Action to be taken: Approve Resolution 23-03

Department Submitted: **Parks and Recreation**

Staff Contact: Tyler Bybee, Parks and Recreation Director

1. PURPOSE/DESCRIPTION

Resolution demonstrating the City Council's approval for the City of Taylor to submit an application for funding through the United States Soccer Foundation to build a soccer Mini Pitch in Murphy Park.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

In the Summer of 2022 City staff was approach by the group Soccer Assist in regard to building a Soccer Mini Pitch on City parkland. Soccer Assist is an Austin-based non-profit established in 2015. Their mission to provide high level soccer opportunities, safe places to play for under-served youth in Central TX communities. They offer free camps, gear giveaways, scholarships, and a goal of creating mini-pitches through the US Soccer Foundation Safe Places to Play Initiative.

In communities where space is at a premium, the U.S. Soccer Foundation developed what they call the mini-pitch. These are small, customized hard-court spaces perfectly suited for individual soccer skill work and pick-up games. To increase access to soccer in underserved communities, the U.S. Soccer Foundation works with community partners nationwide to install mini pitches. This Grant would be awarded in the form of an acrylic mini pitch surface with goals and Musco lighting installation valued at \$105,000. This would be Soccer Assist fifth court to install in Central Texas, with 3 located in Austin and their most recent project in Bastrop. The US Soccer foundation has installed around 600 of these courts nationwide and has a goal of creating 1000 new mini pitches by 2026.

Staff believes a mini pitch court would a great fit for Taylor Parks for a variety of reasons:

- This type of court was identified in the 2020 Parks Master Plan as a need, and was shown to be placed on the area by the existing pickleball courts in Murphy Park
- Staff has received multiple requests to play small side game on the Tennis courts or other sports fields.
- Central Taylor does not have a dedicated place to play soccer without sacrificing the condition of the memorial field turf or players having to provide their own goals
- Soccer is growing popularity in Taylor. The use of the new soccer goals at Robinson park has been very high.
- The court would be lit, providing extended play options for the community during park hours.

Due to the popularity of pickleball and the possible expansion of those courts, staff does not propose to build the mini pitch in the area identified on the Master Plan, yet recommends repurposing one of the two basketball courts in Murphy Park. The City has a wide distribution of basketball courts across the city: 2 lit courts at Taylor Regional Park, 1 court at Bull Branch Park, 2 courts at Murphy Park, 1 lit court at Robinson Park, 1 court at Gano Park and the newly renovated court at the Lonestar Circle of Care site. Murphy park is the hub of our parks system and placing this amenity in that location is another step in activating a space the does not see high usage. Staff would also plan to run conduit during construction to light the remaining basketball courts at a future date.

The City would have a \$20,000 contribution toward the project the remaining funds would be from Soccer Assist, 4ATX(the non-profit organization for Austin FC) and the St. David's Foundation. There is \$30,000 budgeted in the FY23 Park budget for Master Plan projects, and this would be the proposed funding source for our \$20,000 portion. The US Soccer Foundation would handle the construction and install of the court with supervision by the City.

Soccer Assist and the US Soccer Foundation have a goal of completing this project by April of 2023.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Funding to help complete master plan project • Low dollar contribution from City, from budgeted funds • Provides a high need, low maintenance amenity for our residents.	• Slight cost to resurface the court in the future.

4. RECOMMENDATION

Staff recommends approve this resolution.

5. FUNDING SOURCE

US Soccer Foundation Grant
City of Taylor FY23 General Fund

6. TIMELINE

Goal to have install by April 2023.

7. OTHER OPTIONS (In order of preference)

NA

8. ATTACHMENTS

[11a Resolution R23-03](#)

[11b. Power point](#)

RESOLUTION R23-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR TEXAS APPOINTING THE CITY MANAGER OR THEIR DESIGNEE AS THE AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THE UNITED STATES SOCCER FOUNDATION MINI PITCH GRANT

WHEREAS, the City of Taylor, Texas is developing an application for funding through the United States Soccer Foundation to install a Soccer Mini Pitch on City owned parkland

WHEREAS, the City of Taylor needs to appoint an official to be the representative to complete the grant application and project management

WHEREAS, the City Council must provide authorization to apply for this grant opportunity.

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

- Section 1. That the City of Taylor, Texas is authorized to submit an application for funding from the United States Soccer Foundation
- Section 2. That the City Manager be appointed as the Authorized Representative or their designee to act on behalf of the City in all matters in connection with United States Soccer Foundation Mini Pitch project
- Section 3. That the City is committed to get this project completed.

PASSED AND APPROVED this 26th day of January 2023.

ATTEST:

Brandt Rydell
Mayor

Dianna Barker
City Clerk

Resolution to Apply for a Grant through the US Soccer Foundation Mini Pitch Initiative

City Council Meeting Presentation
August 25th, 2022



BEFORE



Orlando, FL (Before)

AFTER



Orlando, FL (After)

Soccer Mini Pitch

- In the Summer of 2022 City staff was approach by the group Soccer Assist regarding building a Soccer Mini Pitch on City parkland.
- In communities where space is at a premium, the U.S. Soccer Foundation developed what they call the mini-pitch. These are small, customized hard-court spaces perfectly suited for individual soccer skill work and pick-up games. To increase access to soccer in underserved communities, the U.S. Soccer Foundation works with community partners nationwide to install mini pitches.

- This Grant would be awarded in the form of an acrylic mini pitch surface with goals and Musco lighting installation valued at \$105,000.



Some Basics On Soccer Assist

- Austin-based non-profit established in 2015
- Mission to provide high level soccer opportunities, safe places to play for under-served youth in Central TX communities
- Free camps, gear giveaways, scholarships, goal of creating mini-pitches through US Soccer Foundation
- Annual parties with soccer stars, top musicians, etc.
- Relationships with over 30 Sponsors over the years.



Ball and Gear Giveaways





Free Camps



Austin FC

US Soccer Foundation Initiative

SAFE PLACES TO PLAY MINI-PITCHES



- “We want every child to have a safe place to play right in their neighborhood. It’s why we’re committed to creating 1,000 new mini-pitches by 2026.”
- Currently around 600 total courts in the USA

Soccer Assist & Courts

- Well established relationship with US Soccer Foundation, City of Austin, Bastrop, Austin FC and 4ATX
- Collectively have been a part of **4 Soccer Assist co-branded courts** including the FIRST court in central TX (Dove Springs)
- Have not any ANY issues with installation, or problems complaints in use, maintenance (minor), etc.
- Consistently approached by communities to build more!
- Bastrop – an ENORMOUS success

The Beauty of These Courts

- Safe place to play and hang out!
- Encourage “free play” non-club connected
- No screaming parents or coaches!
- Allows for play at all levels
- Colorful, popular, connection to professional team
- Soccer research shows small sided technical play or futsal key to advancing skill level (Austin FC does this as well).

In other countries These are EVERYWHERE! Similar to basketball courts in urban areas in US. They are THE place to play.





Bastrop



Dove Springs

DOVE SPRINGS

MINI-PITCH

AFTER



BEFORE



Specifics of Taylor Court

- 80% of funding secured, asking for Taylor contribution of 20% - \$20K
- \$105,000 value – full installment supervised by US Soccer Foundation
- Looking for festive launch by April, 2023



Logos to be included on court.....



Staff believes a mini pitch court would be a great fit for Taylor Parks for a variety of reasons:

- This type of court was identified in the 2020 Parks Master Plan as a need, and was shown to be placed on the area by the existing pickleball courts in Murphy Park
- Staff has received multiple requests to play small side games on the Tennis courts or other sports fields.
- Central Taylor does not have a dedicated place to play soccer without sacrificing the condition of the memorial field turf or players having to provide their own goals.
- Soccer is growing popularity in Taylor. The use of the new soccer goals at Robinson park has been very high.
- The court would be lit, providing extended play options for the community during park hours.

Repurposing Existing Court

- The City has a wide distribution of basketball courts across the city: 2 lit courts at Taylor Regional Park, 1 court at Bull Branch Park, 2 courts at Murphy Park, 1 lit court at Robinson Park, 1 court at Gano Park and the newly renovated court at the Lonestar Circle of Care site.
- Staff would also take this opportunity to run the conduit for future lighting for the remaining basketball court

Funding and Timeline

- The City would have a \$20,000 contribution toward the project the remaining funds would be from Soccer Assist, 4ATX(the non-profit organization for Austin FC) and the St. David's Foundation. There is \$30,000 budgeted in the FY23 Parks General fund for Master Plan projects, and this would be the proposed funding source for our \$20,000 portion.

Questions??



City Council Meeting January 12, 2023 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 12

Agenda Title: Consider introducing Ordinance 2023-02 amending Chapter 19 “Offenses – Miscellaneous” to include regulations on camping in public areas and a policy for trespass warnings on city property.

Council Action to be taken: Consider ordinance

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

The purpose of the proposed ordinance is to address a noticeable increase in encampments and loitering on public properties or within public facilities causing vandalism or destruction of public property.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The ordinance addresses the growing occurrences city employees are having to focus on with our displaced population in the city taking residence either within public facilities or on public grounds by way of make-shift shelters. Such occupancy has resulted in vandalism or destruction of public property.

3. STAFF ANALYSIS (How and Why)

This ordinance is a culmination of the work from Police, Parks and Recreation, and Library. Each department worked with the City Attorney to help prevent or mitigate past incidents occurring again. Currently, the city has no policy to address such instances. The proposed ordinance provides for a program to address offenses on public properties unlike private property. As you can see, any individual that receives a citation will have the opportunity to appeal within thirty (30) days to Municipal Court.

Staff reviewed other city policies from Round Rock, Weatherford, Georgetown and the like and selected areas that were germane to our community.

4. RECOMMENDATION

First reading of ordinance. Staff recommends consideration of the ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

[12a. Draft Ordinance 2023-02](#)

[12b. Ordinance Exhibit A](#)

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AMENDING CHAPTER 19 ENTITLED "OFFENSES - MISCELLANEOUS" OF THE CODE OF ORDINANCES OF THE CITY OF TAYLOR, TEXAS TO INCLUDE REGULATIONS FOR CAMPING IN PUBLIC AREAS AND A POLICY FOR TRESPASS WARNINGS ON CITY PROPERTY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Taylor ("City Council") recognizes the importance of maintaining safe public areas for the general public to enjoy; and

WHEREAS, the City desires to provide the public and City staff at City Property, buildings and facilities, to the extent permitted by law, an environment free from unlawful and disruptive behavior and activities that interfere with City and public business and activities; and

WHEREAS, this trespass warning on city public property policy shall be posted on the City's website and shall remain on file with the City Secretary; and

WHEREAS, the City believes for public safety reasons it is in the best interest of the public and City staff, for the City to provide a trespass policy under the City Manager's authority to exclude unlawful and disruptive activities and persons from City Property, buildings and facilities while being within state and federal laws; and

WHEREAS, this policy does not prohibit a person from exercising his or her First Amendment rights at any public forums; and

WHEREAS, to the extent of any conflict between this policy and terms of another more specific City policy concerning a specific department, facility, or premises, the terms of the more specific policy shall control. To the extent of any irreconcilable conflict between this policy and the terms of an ordinance, the ordinance shall control; and

WHEREAS, the City also believes for public safety reasons it is in the best interest of the public for the City to regulate the practice of camping in public areas and provide guidance to law enforcement officials in the enforcement of the rules regarding camping in public areas.

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 found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. Chapter 19 of the Code of Ordinances of the City of Taylor, Texas is hereby amended to include the provisions as shown in EXHIBIT “A.”

SECTION 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

SECTION 4. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the Charter of the City of Taylor.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-02, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2023, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office on this ____ day of _____, 2023.

Dianna McLean
City Clerk

EXHIBIT “A”

Article V. Criminal Trespass Warning

SECTION 19- - CRIMINAL TRESPASS

(a) Definitions

1. “Trespass Warning” shall mean a verbal or written communication to a person that his or her presence or entry onto certain City Property is prohibited and the person must immediately leave such City Property. The Trespass Warning should address other items regarding this prohibition according to this policy.
2. “City Property” shall mean City-owned buildings and surrounding City-owned property, any City-leased buildings and surrounding leased property, any area over which the City has control, City park lands and other City-owned or operated recreational areas and facilities, City-owned parking garages, facilities and parking lots, right-of-ways, sidewalks, easements, trails, and all other City-owned lands unless the City Manager exempts a building or area from this policy in writing.
3. Authorized Employee means the City Manager and designees having authority to issue a Trespass Warning according to this policy.

(b) Policy

1. General - The City’s policy is to provide notice to people whose entry onto City Property, or continued presence on City Property, may be illegal, unreasonably disruptive or harmful to City Property or to conducting City business or to other persons’ use or enjoyment of approved activities on City Property and to provide persons receiving a Trespass Warning with the opportunity for a prompt administrative review of the terms of the Trespass Warning. A person arrested on City Property for a criminal offense may receive a Trespass Warning.
2. Addition - This policy is in addition to and does not bar or preclude Taylor Police Officers from performing their lawful duty to enforce any trespass laws or to issue a criminal trespass warning under other authority.
3. First Amendment Rights Acknowledged - The Authorized Employee shall have authority to consider and authorize a person subject to a Trespass Warning to enter City Property to exercise First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary City business.

(c) Delegation of Authority

1. Authorized Employees - Authorized Employees have authority to issue a Trespass Warning to any person whose conduct on City Property violates this policy or

constitutes a criminal offense. An Authorized Employee may also request a Taylor Police Officer to issue a written criminal trespass warning according to the Texas Penal Code to a person violating this policy if it is reasonably believed such conduct constitutes a criminal offense. Specifically, the City Manager delegates the non-exclusive authority to issue a Trespass Warning under this policy to the following Authorized Employees:

- a. All Deputy and Assistant City Managers;
 - b. All Council Appointed City Employees;
 - c. All Department Directors and Assistant Department Directors, but limited to buildings and lands within the control or area of responsibility of their respective departments; and
 - d. Any other City Departmental Management personnel responsible for managing, maintaining or staffing City Property, but limited to buildings and lands within the control or area of their responsibility.
2. Additional Authorized Employees - In addition to those listed above, the City Manager may delegate his or her non-exclusive authority to issue a Trespass Warning to any other City employee he or she deems appropriate in writing, given their general area of responsibility within the City.
 3. Expiration - A delegation of authority under this policy expires upon the reassignment, employment separation, termination, or retirement of the Authorized Employee, or upon revocation by the City Manager at any time for any reason.

(d) Trespass Warning Procedures

1. Verbal Warning - Unless a person's conduct violates section (d)(2) below, an Authorized Employee should, before issuing a written Trespass Warning to that person:
 - a. Verbally warn the person his or her conduct is in violation of law, City policy, rules or guidelines or interfering with another person's reasonable use and enjoyment of City Property,
 - b. Give the person a reasonable opportunity to cease violating the law, City policy, rules or guidelines or interfering with another person's reasonable use and enjoyment of City Property; and
 - c. Not issue a Trespass Warning to the person if the person promptly ceases the conduct at issue after receiving the verbal warning.
2. Written Trespass Warning after Verbal Warning - An Authorized Employee may authorize a peace officer to issue a criminal trespass warning to a person for conduct occurring on City Property that may be illegal, unreasonably disruptive, and harmful

to City Property or conducting City business, or interfering with another person's reasonable use or enjoyment of approved activities on City Property. The conduct includes, but is not limited to, conduct violating the following City ordinances, rules, policies or guidelines:

- a. Park and other curfew violations;
 - b. Park rules violations;
 - c. Library rules violations;
 - d. Failure to pay required fees for Facility use;
 - e. Facility use violations;
 - f. Noise ordinance violations;
 - g. Interfering with another person's reasonable use and enjoyment of approved activities on City Property; and
 - h. Any other City ordinance violation including, but not limited to, camping, solicitation, and glass containers ordinance violations.
3. Grounds for Issuing a Trespass Warning No Verbal Warning - An Authorized Employee may authorize a peace officer to issue a criminal trespass warning and may issue a Trespass Warning to a person without a verbal warning if the person has engaged in conduct that is unreasonably disruptive or harmful to City Property, to conducting City business, or to another's reasonable use and enjoyment of approved activities on City Property, and that may:
- a. Be a state or federal criminal offense or ordinance violation or is an attempt, solicitation or conspiracy to commit a state or federal criminal offense or ordinance violation, including urinating or defecating in public; or
 - b. Have resulted in injury to any person or damage to any property or threatens to cause an immediate breach of the peace.
4. Contents of a Trespass Warning - A verbal or written Trespass Warning should include the following items:
- a. Reasons for Exclusions. A statement of the reason the person is being notified or warned not to enter an area or to immediately depart from an area and explaining the conduct for the Trespass Warning.
 - b. Area of Exclusion. The Trespass Warning should describe the area or building, including the building name and address that the person shall not enter, so that

a reasonable person may understand the specific area to which the person may not return.

~~e. Duration of Exclusion. A Trespass Warning should be for a specific time period based on the seriousness of the conduct. The specific time period a person may not return will be established by the Authorized Employee based on relevant factors including:~~

- ~~• Conduct involving intentional damage to City Property;~~
- ~~• Conduct involving intentional injury or offensive contact with any person;~~
- ~~• Conduct that is disruptive or harmful to City business or another's reasonable use and enjoyment of approved activities on City Property; and~~
- ~~• Whether the person has previously engaged in similar conduct on City Property.~~

~~d.c.~~ Reentry Warning - The Trespass Warning shall include notice that reentry may result in an arrest while such warning is in effect.

~~e.d.~~ Notice of Administrative Review Process - A Trespass Warning will contain information that informs the person of the administrative review procedure.

~~f.c.~~ Police Department Records - A copy of the Trespass Warning shall be sent to the Taylor Police Department Communications office to be cords.

~~5.~~ Trespass Warning Duration Guidelines - A Trespass Warning shall be in effect from the issue date ~~u:~~

~~5.~~ ~~Up to 365 days from the date the warning was issued, or~~

~~a:~~

~~b. Up to two (2) years if the person has received a Trespass Warning in the previous two years.~~

(e) Administrative Review of a Trespass Warning

1. Request for Review

The person receiving the Trespass Warning may appeal all or any part of the Trespass Warning. A Criminal Trespass Warning Appeal Form will be made available at the Taylor Police Department. The request for review must be in writing and received by the Taylor Municipal Court Clerk's office no later than thirty (30) days after the Trespass Warning issue date.

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If the person does not meet this thirty-day requirement, the Trespass Warning becomes final. Such a request for review does not stay or suspend the Trespass Warning. The person receiving the Trespass Warning must submit information and argument in writing to be considered. The burden of proof is on the person requesting the review.

2. Review Procedures - The City Manager or designee shall perform an informal review findings should generally be issued by written memo upon receipt of a timely request. The City Manager or designee conducting the informal review should decide the issues based on the known evidence. The City Manager or designee should make a written determination on the issues not later than five (5) days after receiving the review request. The City Manager may alter the response time if there is good cause. The written determination shall be promptly provided to the requestor at the provided address or made available in the Municipal Court Clerk's Office. The determination shall be to affirm, reverse or modify the Trespass Warning, and shall state the reasons for the determination. The decision of the City Manager or designee on a request for review is final. The City Manager or designee should consider all relevant information provided and should include the following:

- a. Whether the Trespass Warning was issued for a reason set out or otherwise consistent with this policy; and
- b. Whether the area and duration of the Trespass Warning are appropriate under the facts and circumstances.

3. City Manager Authority - The City Manager in his or her sole discretion may determine good cause exists to modify the administrative review processes described in this section, accommodate review more quickly, informally, later or to make any other modifications as he or she determines is appropriate keeping in mind the legal rights and concerns of all.
4. Good Faith, Substantial Compliance - This policy is intended to provide notice, standard procedures, proper management, authority delegation, and consistency in due process. Failure to meet one or more of the provisions of this policy does not invalidate a Trespass Warning issued in good faith and with substantial compliance with this policy.

(f) Violation of Warnings

1. Officers will arrest persons who are on City of Taylor city-owned, city acting as trustee to any foreclosures, and/or dedicated to the city any facilities, properties and/or appurtenances associated therewith in violation of a Warning.
2. The arresting officer should issue a new Warning to the violator.

3. If the Officer is uncertain whether a Warning is valid (i.e. because of age; or due to conflicting information), then the Officer should direct the violator to leave the property and prepare an offense report.
4. Confirmation of Trespassed status must be obtained prior to taking any enforcement action.

(g) Communications

1. Original Warnings will be filed along with a copy of the case report and photo in the Communications Center for 24-hour accessibility.
2. A record of the Warning will be noted within a City of Taylor database.

(h) Confirmation of trespassed status may only be given upon verification of a valid original warning.

1. If an arrest is made, a copy of the Warning may be sent to the jurisdiction holding such person(s) for confirmation. The original Warning will remain in the City's Communications Center.
2. Temporary lifts of trespass may be granted by the Taylor Police Department for specified periods of time to conduct a specified activity. The temporary lift notice will be included in the Warning file and the associated person will not be subject to arrest for trespass during this time.

Section 19-10 - Camping in Public Areas

(a) Definitions:

Camp means to use an area for sleeping and/or living accommodation purposes including but not limited to the following:

- (1) Making preparations to construct a temporary shelter, such as the setting up of a tent, laying down of bedding, lying in or on a cot, sleeping bag, bedroll or other similar sleeping equipment, or the construction of a temporary shelter with other materials such as cardboard or newspapers;
- (2) Parking of a motor vehicle, motorhome, or trailer for the apparent purpose of overnight occupancy;
- (3) Storing or accumulating clothing, food, beverages or other personal belongings;
- (4) Doing any digging or earth breaking; or
- (5) Using any tent or temporary shelter.

Public area means an outdoor area to which the public has access and includes, but is not limited to streets, highways, parks, parking lots, alleyways, pedestrian ways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and retail shopping establishments.

(b) Prohibitions.

- (1) Unless otherwise authorized by City prior to such activity, it shall be unlawful for any person to camp in a public area within the city limits of the City of Taylor, Texas.
- (2) The activities listed under the definition of "camp" shall constitute camping when it reasonably appears, in light of all the circumstances, that the person, in conducting these activities, is in fact using the area for living accommodation purposes regardless of the intent of the person or the nature of any other activities in which they may also be engaging. Camping does not include the act of merely falling asleep in a public area.
- (3) No personal belongings or any observed articles will be left behind or unattended, otherwise, such may be deemed trash and city shall have the option to dispose of immediately.

(c) Affirmative Defenses.

- (1) It is an affirmative defense to a violation of this article if the person was camping in an approved area designated by the city or on property for which the person has received prior permission by the owner or agent in charge of the property.
- (2) It is an affirmative defense to a violation of this section if the person:
 - a. Is traveling through the city in a motor vehicle;
 - b. Is on a trip which has a point of origin and a point of destination outside of Williamson County, Texas and contiguous counties;
 - c. Parks the motor vehicle at a location not greater than one-half mile off the most direct route of the trip;
 - d. Parks the motor vehicle for the purpose of resting or sleeping in the vehicle because further operation would endanger himself or others due to the need for sleep;
 - e. Sleeps or rests in the motor vehicle or in a trailer directly attached to the motor vehicle for a period not longer than four hours; and
 - f. Is not intoxicated.
- (d) The camping rules shall be subject to the City of Taylor trespass warrant ordinance within the premise or part thereof a public area. The trespass warrant policy shall be invoked if the following is determined by a sworn officer of the Taylor Police Department.



City Council Meeting January 26, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 13
Agenda Title: **Acceptance of St David's Foundation
Funding for Mental Health Initiatives**

Council Action to be taken: Approve & accept funding

Department Submitted: Library

Staff Contact: Karen Ellis, Library Director

1. PURPOSE/DESCRIPTION

Acceptance for the St. David's two-year grant funding mental health initiatives at the Taylor Public Library.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Creating robust public programs, purchasing materials, and expanding resources to improve mental health for area residents is vital for the growing city of Taylor. This funding will give the Taylor Public Library the opportunity to expand services to those who need it the most.

Taylor Public Library will join other public libraries in Central Texas to provide proactive mental wellness approaches including a peer support specialist, library programs and services. St. David's Foundation has awarded the Taylor Public Library \$25,000.00 for 2 years (total \$50,000) to be used for mental wellness initiatives in Taylor. This may include yoga, mindfulness, healthy eating, budgeting, referral to resources and more. The Taylor Public Library is thrilled to be part of this initiative. The Library Director has already reached out to possible program providers and other Central Texas public libraries to learn from their successes.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• New programming focus • Resource facilitator funded by the grant on site. • Great programs free for the public. • Grant funding for 2 years. • Already approved for funding. • Spanish translator on staff enables a broader audience.	• Additional programming will take more staff time. • Sustainability after 2-year funding. • Loss of resource facilitator after grant. • Availability of program spaces, like the Dickey Center, etc. •

4. RECOMMENDATION

Staff recommends formal acceptance of St. David's Foundation funding for mental health initiatives for the citizens of Taylor.

5. FUNDING SOURCE

St. David's Foundation Grant: \$25,000 for two years. Total: \$50,000.

6. TIMELINE

Upon receipt of funding, scheduling and line-up of programming will begin. The Library Director has already investigated mental programming with one provider already lined up. Materials, such as library books, programming supplies, etc. will also be included.

7. OTHER OPTIONS (In order of preference)

NA

8. ATTACHMENTS

[13a. PowerPoint Presentation.](#)

Partnering with St. David's
Foundation for Mental
Health Initiatives in Taylor

Libraries for Health

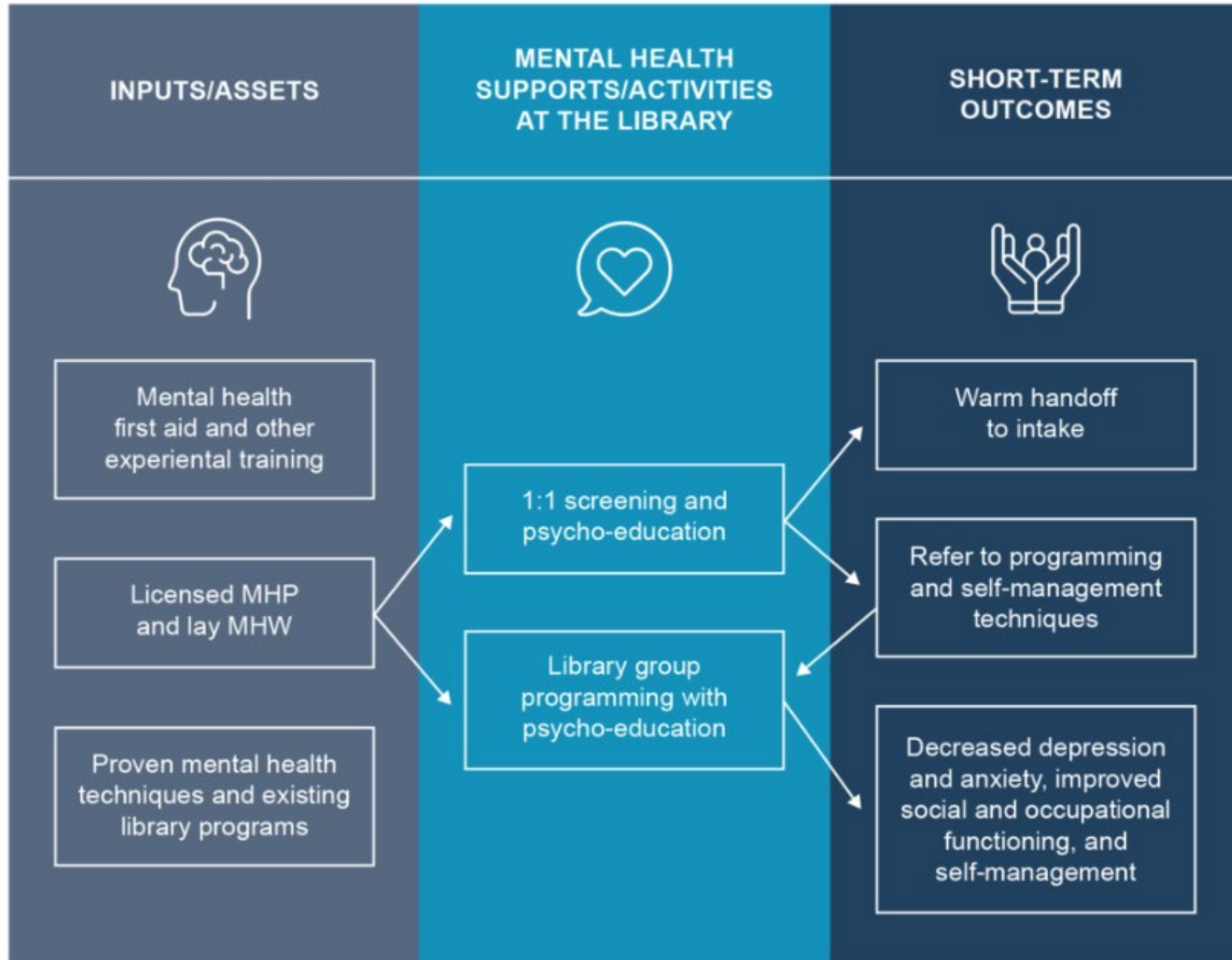
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Why?

St. David's Foundation created the **Libraries for Health Initiative** to address some of the most pressing health needs facing communities: depression, anxiety, and other types of mental health conditions.

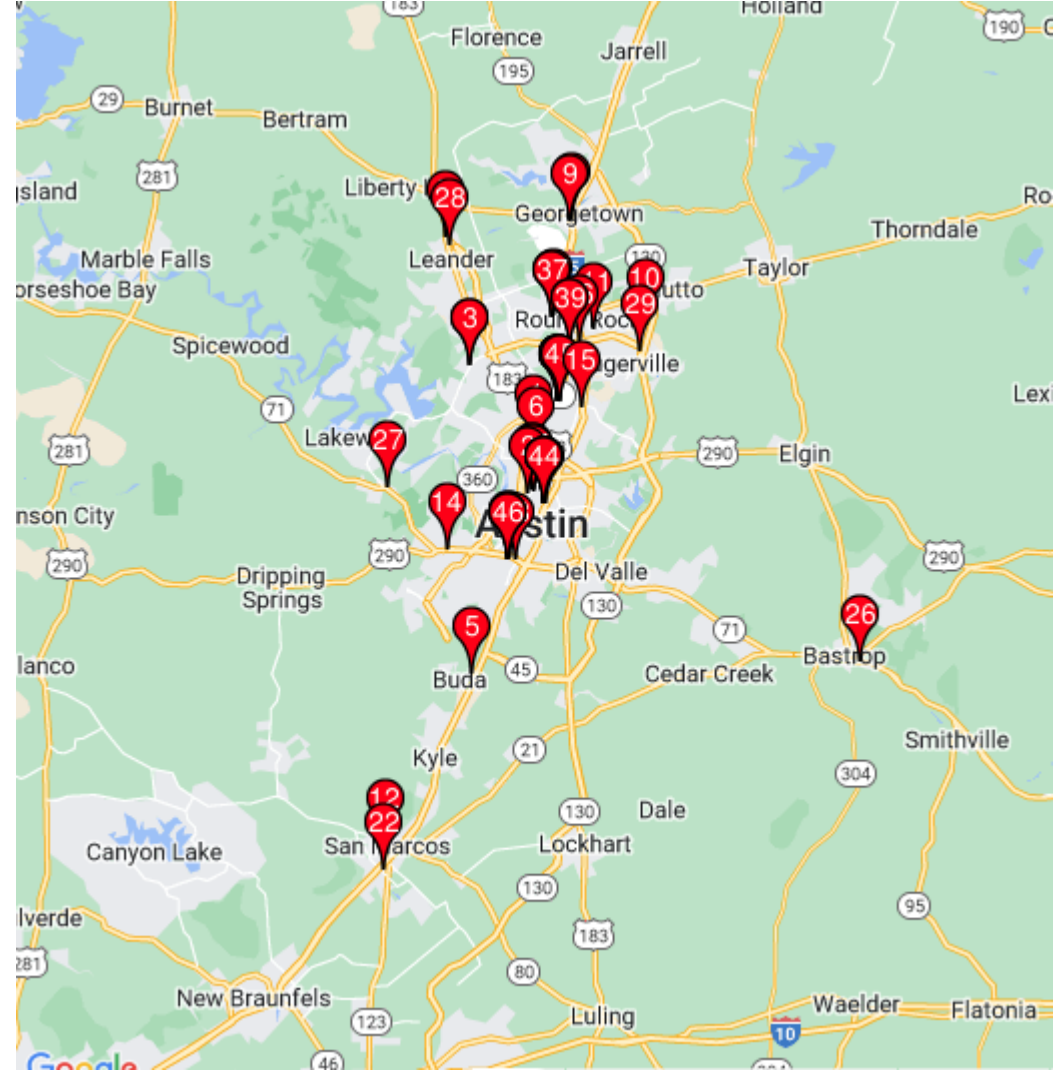
As public libraries serve as integral community hubs and gathering spaces that offer access to resources for those who may be at risk for mental health conditions and who may experience the greatest barriers in receiving appropriate care.

CONTINUUM OF PREVENTIVE AND
RESTORATIVE MENTAL HEALTH SERVICES



What
does this
program
do?

Where?
St. David's
Foundation
service map covers
most of the
Central Texas
Region.



Who?

Library staff will work with the St. David's Foundation staff to reach the goals of this initiative.

Library Director Karen Ellis will be lead for the programming in Taylor.

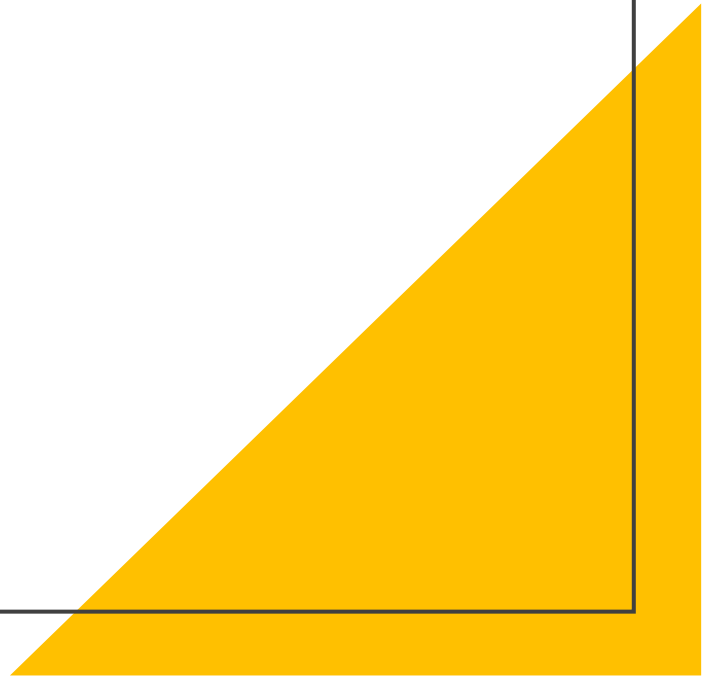
Community leaders, library staff, and program providers/specialists will be involved.



When?

The Library Director will be attending onboarding and orientation from St. David's Foundation in the coming weeks.

Any Questions?





City Council Meeting January 26, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 14
Agenda Title: Receive update on sidewalk grant applications through the TXDOT Transportation Alternative grants program

Council Action to be taken: Receive Update

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager
Jessica Daidone, Langford Community Management Ser.
Jacob Walker, City Engineer HDR

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to provide Council an update on two sidewalk grant applications the city is working on through the TXDOT Transportation Alternative grants program.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

TXDOT has issued a call for projects through the Transportation Alternative grants program to use for sidewalk projects. City staff has used two sidewalks projects to apply towards, which would be for SE/MLK and Mallard Street.

The first step in the process has been completed by submitting the preliminary application. During the preliminary application, Langford submitted two applications for sidewalk grants. TXDOT anticipates notifying entities of eligible project and inviting to submit a full application around March 27th, 2023. If the city is approved to move to the next steps, the final application is due June 5, 2023.

The maximum allowed per application is \$5 million and the city currently has transportation credits, therefore, we would not need to provide any match for these projects.

A map has been attached to the packet and PowerPoint to provide a general layout of the future sidewalk improvement. The final layout will be submitted for final application.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Grant funding with no match opportunity. Provides additional trails/sidewalks and would upgrade certain existing trails.	May take some time to be approved for funding and start the project.

4. RECOMMENDATION

Receive update.

5. FUNDING SOURCE

NA

6. TIMELINE

First application submitted.

Procure engineering through RFQ process for SE/MLK project

March 27th, eligible projects notification from TXDOT whether can move to formal application.

Full application for approved project due June 5, 2023

Anticipate TXDOT Commission award in October 2023

7. OTHER OPTIONS (In order of preference)

NA

8. ATTACHMENTS

[14a. Powerpoint](#)

Receive update on sidewalk grants through TXDOT Transportations Alternative Grants

1/16/2023 City Council meeting



Current Status

- *TXDOT had a call for TXDOT Alternative Grant projects: sidewalk grants*
- *Submitted for two projects:*
 - *SE/MLK Sidewalks: MLK and various locations*
 - *Mallard Lane: North Drive to First Baptist Church*
- *Program funding:*
 - *Up to \$5,000,000 if needed for each project*
 - *Match is through transportation credits*
 - *SE/MLK Project cost close to \$5 million*
 - *Mallard project 2019 Est \$637k*



Next Steps

- *March 27, 2023, will find out if projects selected for full applications*
- *Full application due June 5, 2023*
- *Anticipate TXDOT to award grants in October 2023*
- *RFQ for engineering on SE/MLK now*



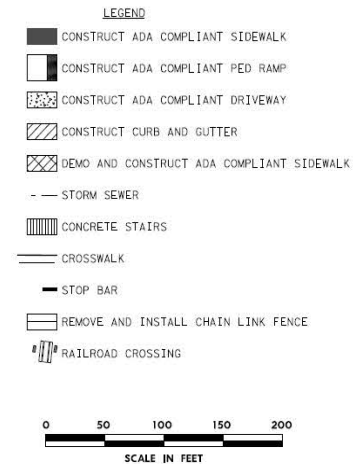
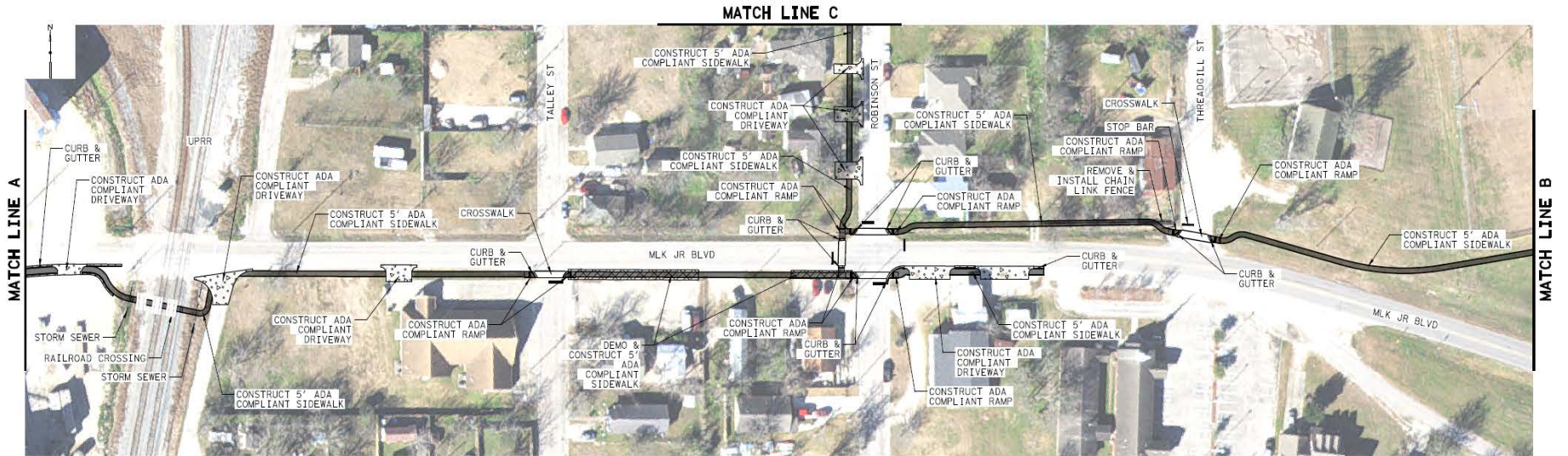
PROPOSED SIDEWALK



0 400 800 1200 1600
SCALE IN FEET

CITY OF TAYLOR
MLK JR BLVD AND TRAIL
SIDEWALK IMPROVEMENTS

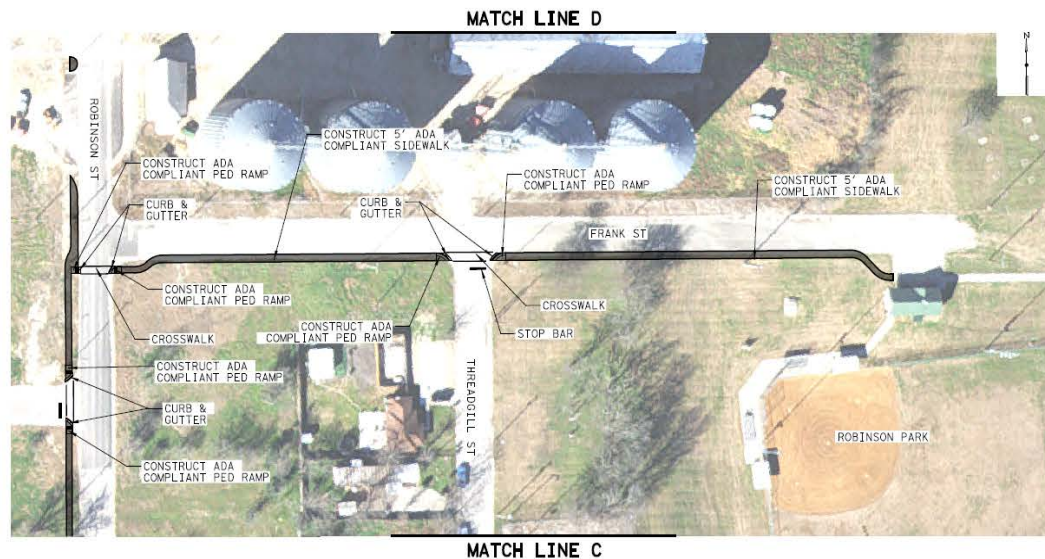




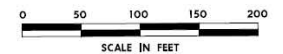
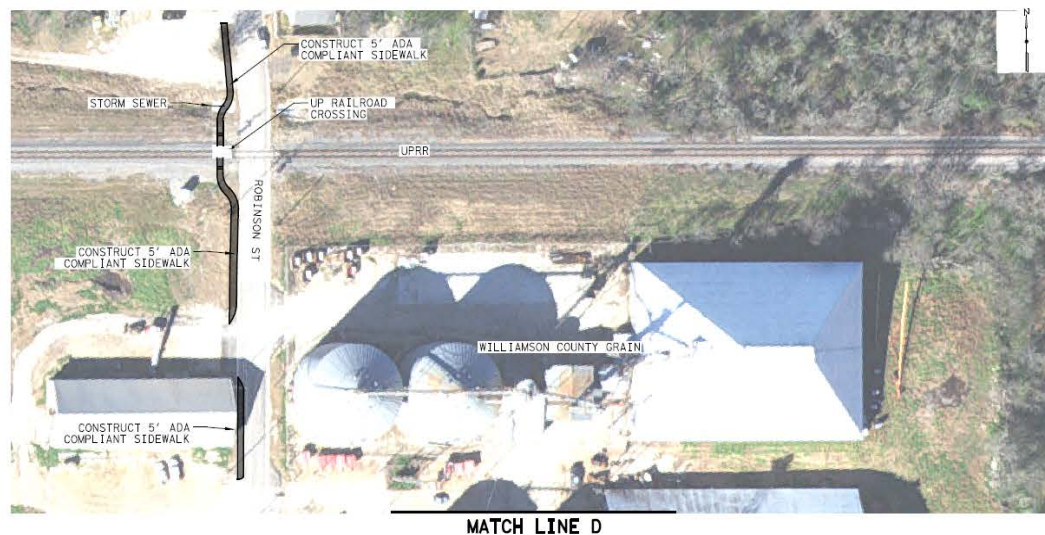
**CITY OF TAYLOR
MLK JR BLVD, ROBINSON PARK
AND
ROBINSON ST SIDEWALK**



HDR HDR Engineering, Inc.
810 Hesters Crossing, Suite 120
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754



- LEGEND**
- CONSTRUCT ADA COMPLIANT SIDEWALK
 - CONSTRUCT ADA COMPLIANT PED RAMP
 - CONSTRUCT ADA COMPLIANT DRIVEWAY
 - CONSTRUCT CURB AND GUTTER
 - STORM SEWER
 - CROSSWALK
 - STOP BAR
 - RAILROAD CROSSING



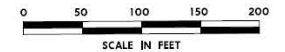
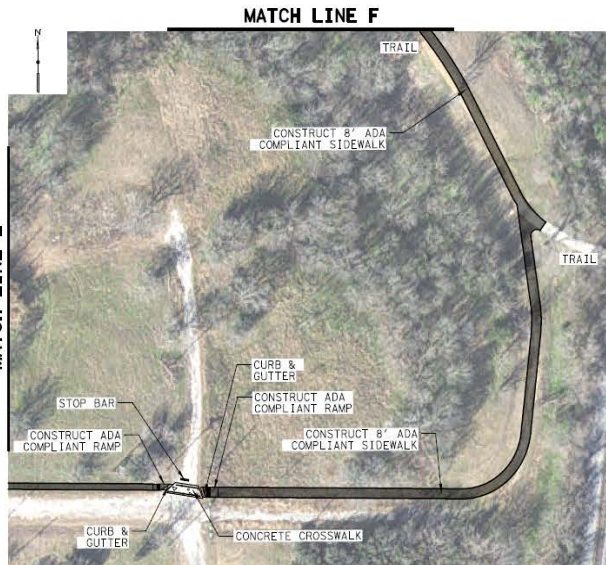
**CITY OF TAYLOR
ROBINSON PARK, ROBINSON ST,
AND FRANK ST SIDEWALK**



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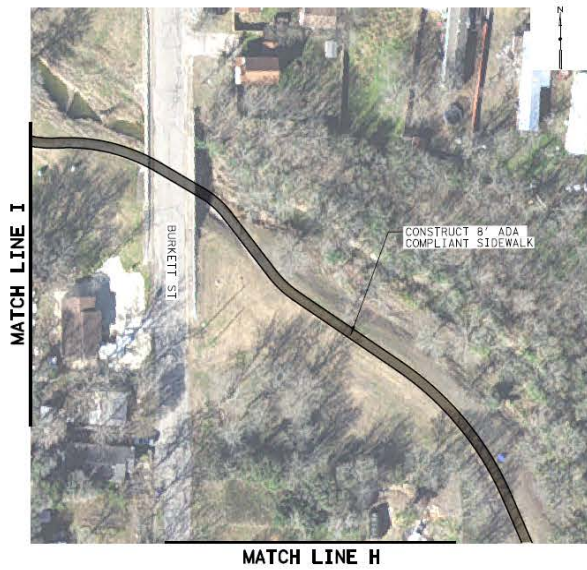
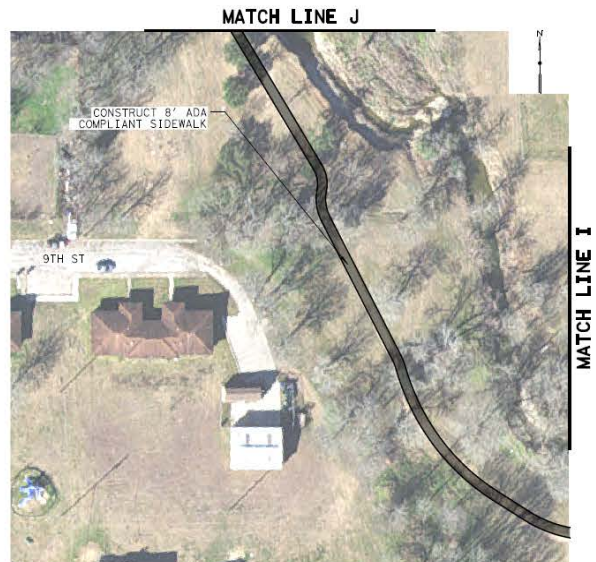
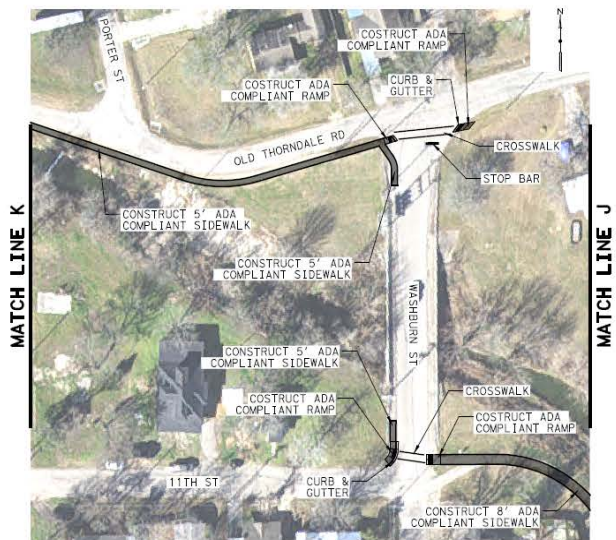
- LEGEND
- CONSTRUCT ADA COMPLIANT SIDEWALK
 - CONSTRUCT ADA COMPLIANT PED RAMP
 - CONSTRUCT ADA COMPLIANT DRIVEWAY
 - CONSTRUCT CURB AND GUTTER
 - CROSSWALK
 - STOP BAR
 - RAILROAD CROSSING



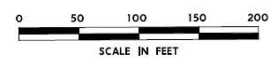
**CITY OF TAYLOR
5TH ST, AND TRAIL SIDEWALK**



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Texas Registered Engineering Firm F-754



- LEGEND
- CONSTRUCT ADA COMPLIANT SIDEWALK
 - CONSTRUCT ADA COMPLIANT PED RAMP
 - CONSTRUCT CURB AND GUTTER
 - CROSSWALK
 - STOP BAR



**CITY OF TAYLOR
TRAIL, WASHBURN ST, AND
OLD THORNDALE SIDEWALK**



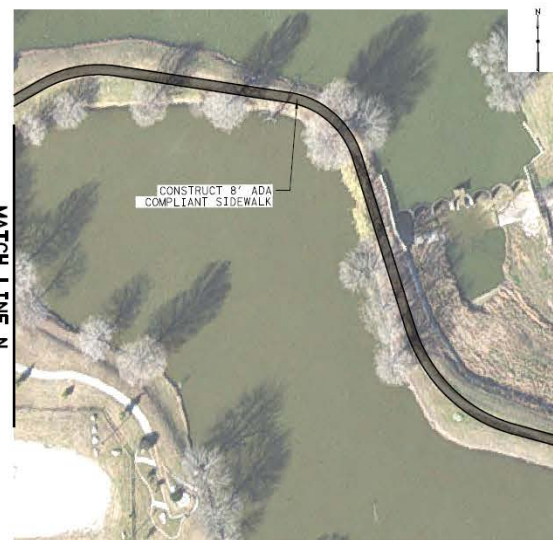
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810 Western Crossing, Suite 120
Round Rock, Texas 76681
Texas Registered Engineering Firm F-754



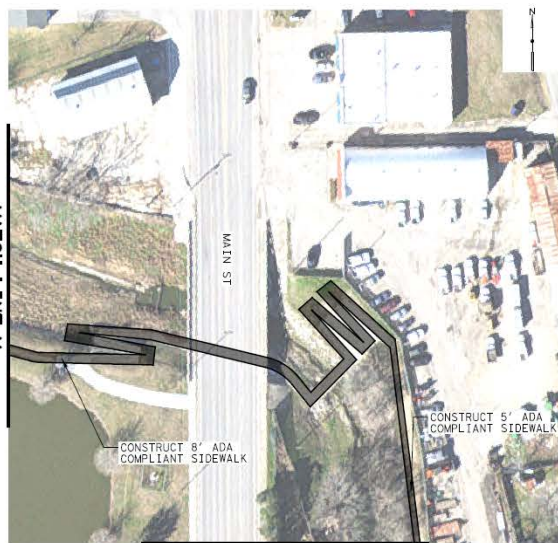
MATCH LINE O



MATCH LINE N



MATCH LINE M



MATCH LINE L



MATCH LINE K

LEGEND

CONSTRUCT ADA COMPLIANT SIDEWALK



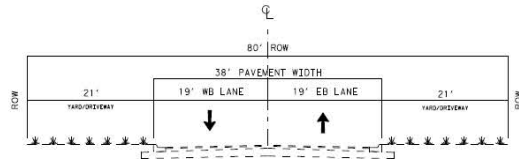
CITY OF TAYLOR
TRAIL, AND
OLD THORNDAL RD SIDEWALK



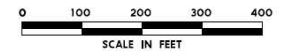
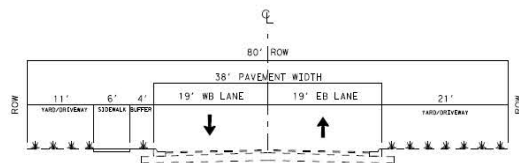
HDR Engineering, Inc.
810 Western Crossing, Suite 120
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754



EXISTING TYPICAL SECTION A-A

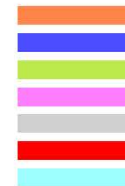


PROPOSED TYPICAL SECTION A-A



LEGEND

- PROPOSED SIDEWALK
- PROPOSED CURB RAMPS
- PROPOSED BUFFER ZONE
- PROPOSED CURB
- EXISTING SIDEWALK
- EXISTING CURB
- PROPOSED DRIVEWAY/
RESIDENTIAL SIDEWALK
- OBSTRUCTION (UTILITIES & SIGNS):
STAY IN-PLACE / RELOCATE



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HDR Engineering, Inc.
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Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

MALLARD LN SIDEWALK PROJECT

CONCEPTUAL LAYOUT

Questions





City Council Meeting January 18, 2023 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 15

Agenda Title: **Consideration of proposal from HDR Engineering for the Mustang Creek Wastewater Treatment Plant Train No. 2 Supplemental Carbon Feed & Solids Handling Project. (Jim Gray)**

Council Action to be taken: Consideration of proposal from HDR Engineering for the Mustang Creek Wastewater Treatment Plant Train No. 2 Supplemental Carbon Feed & Solids Handling Project. (Jim Gray)

Department Submitted: Public Works

Staff Contact: Jim Gray, Director of Public Works
Jacob Walker, HDR, City Engineer

1. PURPOSE/DESCRIPTION

The purpose of this item is to present the design contract for supplemental improvements at the wastewater treatment plant required to treat the interim wastewater flows from the Samsung Plant.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

HDR is proposing the design, installation, and monitoring procedure for a supplemental carbon feed system for the Mustang Creek Wastewater Treatment Plant (MCWWTP). The City recently entered into an agreement to accept temporary wastewater flows from the Samsung Semiconductor Taylor Manufacturing Plant. The flow will travel to the MCWWTP for treatment before discharging into the environment. Currently, the MCWWTP is under construction to expand the capacity of the plant. However, the unique chemical profile of the waste flow from the Samsung Plant requires a supplemental chemical feed to maintain proper conditions for the biological treatment process at the MCWWTP. The additional flow will also produce more sludge for disposal which requires updating the solids handling facilities. The City and Samsung have negotiated on effluent limit conditions for the effluent wastewater flow to limit harmful levels of chemicals from traveling to the MCWWTP which would otherwise disrupt biological processes. The wastewater stream from the Samsung Plant is low in carbon

which would dilute a critical nutrient for the biology in the MCWWTP's processes. Additional readily degradable carbon is needed to provide a suitable environment for the biology in these processes.

The carbon feed system will consist of a storage system and a dose-paced feed system utilizing peristaltic metering pumps. The supplemental carbon chemical supply will be procured by the City under a separate contract and not in the construction contract. Additionally, the two sludge transfer pumps currently operating to convey sludge from the digester to the dewatering system and the polymer feed system need to be replaced and upsized to accommodate the increased sludge production rates anticipated from these increased flows.

The project will be delivered in four tasks:

Task 1: Plan and Specification packages for the supplemental carbon feed system and the sludge transfer pumps

Task 2: Bidding Phase Services

Task 3: Services During Construction

Task 4: On-going Monitoring Services

Engineering Tasks	Lump Sum Fee
1. Design Phase Services & Project Management	\$126,000
2. Bid Phase Services	\$18,000
3. Services During Construction	\$50,000
4. On-Going Monitoring Services	\$17,000
Total	\$211,000

All City costs associated with acquiring these supplemental facilities (design, implementation, and ongoing monitoring) to treat the Samsung wastewater will be paid by Samsung as a rate surcharge to the Wastewater Service Agreement between the City and Samsung. This pricing association is defined in the Ch. 212 – Development Agreement Section 8.06.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
- Will improve the City's ability to treat the increased industrial flows from Samsung - Costs are paid for by Samsung	

4. RECOMMENDATION

Recommend approving proposal for HDR Engineering.

5. FUNDING SOURCE

This will be charged as a surcharge to the Samsung Wastewater Service Agreement.

6. TIMELINE

Milestone	Completion Time
NTP (Anticipated)	January 27, 2023
Task 1 – Plan and specification for bidding of the supplemental carbon feed system	March 31, 2023 (60% review) April 21, 2023 (issued for bid)
Task 2 – Bidding phase services	May 12, 2023
Task 3 – Services during construction	July 2023 - September 2023
Task 4 – On-going Monitoring Services	September 2023 - March 2024

7. OTHER OPTIONS (In order of preference)

1. Do not approve proposal

8. ATTACHMENTS

[15a. HDR Task Order 34 – Mustang Creek Wastewater Treatment Plant Train No. 2 Supplemental Carbon Feed & Solids Handling Project](#)

TASK ORDER No. 34

This Task Order pertains to an Agreement by and between the OWNER of Taylor, Texas, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated April 17, 2018, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 34

PROJECT NAME: Mustang Creek Wastewater Treatment Plant Treatment Train No. 2
Supplemental Carbon Feed and Solids Handling Project

PART 1.0 PROJECT DESCRIPTION:

HDR is proposing the design, installation, and monitoring procedure for a supplemental carbon feed system for the Mustang Creek Wastewater Treatment Plant (MCWWTP). The City of Taylor (“OWNER” or “City”) recently entered into an agreement to accept temporary wastewater flows from the Samsung Semiconductor Taylor Manufacturing Plant. The flow will travel to the MCWWTP for treatment before discharging into the environment. Currently, the MCWWTP is under construction to expand the capacity of the plant. However, the unique chemical profile of the waste flow from the Samsung Plant requires a supplemental chemical feed to maintain proper conditions for the biological treatment process at the MCWWTP. The additional flow will also produce more sludge for disposal which requires updating the solids handling facilities.

The OWNER and Samsung have negotiated on effluent limit conditions for the effluent wastewater flow to limit harmful levels of chemicals from traveling to the MCWWTP which would otherwise disrupt biological processes. The wastewater stream from the Samsung Plant is low in carbon which would dilute a critical nutrient for the biology in the MCWWTP’s processes. Additional readily degradable carbon is needed to provide a suitable environment for the biology in these processes. The carbon feed system will consist of a storage system and a dose-paced feed system utilizing peristaltic metering pumps. The supplemental carbon chemical supply will be procured by the City under a separate contract and not in the construction contract. Additionally, the two sludge transfer pumps currently operating to convey sludge from the digester to the dewatering system and the polymer feed system need to be replaced and upsized to accommodate the increased sludge production rates anticipated from these increased flows.

The project will be delivered in four tasks:

- Task 1: Plan and Specification packages for the supplemental carbon feed system and the sludge transfer pumps
- Task 2: Bidding Phase Services
- Task 3: Services During Construction
- Task 4: On-going Monitoring Services

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT

Task 1 – Plan and specification for bidding of the supplemental carbon feed system and sludge pumps

HDR will develop and provide a set of construction documents, including both drawings and specifications. Procurement documents for the chemical supply agreement will be prepared separately of the construction documents. HDR will work with the OWNER's instrumentation subcontractor, Trac-N-Trol, to provide the appropriate software infrastructure for the pace dosing and system monitors.

Scope of Services:

- 1.1 Prepare Drawings indicating the scope, extent, and character of the Work to be performed. A drawing set will be submitted to the OWNER at the 60% and 100% development in PDF format. Drawings (29 sheets) are anticipated to include the following:
 1. Cover Sheet
 2. Location Map and Drawing Index (1 sheet)
 3. General Abbreviations, Legend and Symbology (1 sheet)
 4. General Notes (1 sheet)
 5. Process Mechanical Details (2 sheet)
 6. Electrical Legend (1 sheet)
 7. Electrical Standard Details (2 sheets)
 8. P&ID Abbreviations and Legend (1 sheet)
 9. P&ID (1 sheet)
 10. Process Site Plan (1 sheet)
 11. Piping Plan (1 sheet)
 12. Dewatering Building Pump and Piping Plan (1 sheet)
 13. Piping Connection Details (1 sheet)
 14. Pump Details (1 sheet)
 15. Chemical Feed and Storage System (2 sheets)
 16. System Architecture Diagram and Instrument One-line Diagram (1 sheet)
 17. Instrumentation Installation Details (1 sheet)
 18. Control Panel Layout Diagram (1 sheet)
 19. Pump Station PLC control panel photos (1 sheet)
 20. Electrical One-line Diagram (1 sheet)
 21. Electrical Dewatering Pump Station One-Line Diagram (1 sheet)
 22. Pump Control Diagram (1 sheet)
 23. Dewatering Sludge Pump Control Diagram (1 sheet)
 24. Power and Instrument Plans (1 sheet)
 25. Area Lighting Plan (1 sheet)
 26. Electrical Details (1 sheet)
- 1.2 Prepare Technical Specifications indicating the scope, extent and character of the Work to be performed and furnished by the CONTRACTOR. Technical Specifications shall be HDR standard specifications and conform to the 50-division format of the Construction

- Specifications Institute (CSI). A complete set will be submitted to the OWNER at the 90 percent in PDF format.
- 1.3 Prepare and submit to the OWNER an Opinion of Probable Construction Cost (OPCC) at 100 percent design development levels. The OPCCs will be in PDF format.
 - 1.4 Prepare and provide final bidding documents that include 100 percent design Drawings and Specifications in PDF format and, if necessary, up to 5 hard copy sets suitable for reproduction and distribution for bidding by the OWNER. General Conditions and other front-end contract documents will be based on EJCDC standard documents. Any required OWNER bidding and contract forms will be provided by the City, modified as needed for the Project, and incorporated into the bidding documents.

Assumptions:

1. Modifications for new I/O can be made to the existing SCADA panels. ENGINEER will prepare control loop descriptions for the pumping system as part of the design. SCADA programming will be done by Trac-N-Trol, and this requirement will be included in the bidding documents.
2. The existing PLC will not require modifications with the exception of adding I/O modules in spare slots and utilizing spare I/O points on existing modules.
3. The 100 percent OPCC will be considered a Class 1 estimate, each with the associated level of expected accuracy as defined by the AACE Recommend Practice No. 18R (2016). ENGINEER's OPCCs are to be made on the basis of ENGINEER's experience, qualifications, and general familiarity with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over CONTRACTOR's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from OPCCs prepared by ENGINEER.
4. The OWNER will review the design submittals and provide review comments to ENGINEER within 2 weeks of receipt.
5. The duration of 60% design is estimated to be 2 months after Notice to Proceed. 100% design is estimated to require 1 months after completion of 60% design and receiving comments from the OWNER.

Deliverables:

1. PDF of 60% review set and 100% Final Bidding Documents (plans, specifications, and procurement documents).
2. PDF of the ENGINEER'S OPCC.
3. Up to five hard copies of the Final Bidding Documents.

Task 2 – Bidding phase services:

Scope of Services:

- 2.1 Assist the OWNER in distributing digital bidding documents to prospective bidders as needed. It is assumed the only prospective bidder will be the contractor currently under contract for the Train 2 Rehabilitation Project.

- 2.1.1 Prepare responses to bidders' questions and prepare up to 2 addenda to clarify or modify the bidding documents.
 - 2.1.2 Provide information or assistance needed by the OWNER in the course of negotiations with prospective CONTRACTORS.
- 2.2 Assist the OWNER in evaluating bids, make a recommendation whether to accept the bid proposal and assist the OWNER in executing a change order to the existing contract for the work.

Deliverable:

- 1. Conformed construction documents.

TASK 3 – Services during construction

Scope of Services:

- 3.1 Participate in a pre-installation conference prior to commencement of work at the project site. The conference will be held at the plant and will be attended by the ENGINEER's project manager and project engineer.
- 3.2 Setup and maintain a digital log of submittals, RFIs, change orders, field orders, and other pertinent correspondence on HDR servers.
 - 3.2.1 After CONTRACTOR's review and approval, the ENGINEER shall review and take appropriate action on the CONTRACTOR's submittals, such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The review of a specific item shall not indicate review of an assembly of which the item is a component. Log, track, and distribute submittals to the appropriate ENGINEER project team members for review. Up to 10 shop drawing submittals/resubmittals and up to 2 O&M submittals are assumed.
 - 3.2.2 Respond to CONTRACTOR's and the OWNER's requests for information (RFIs). Up to 3 RFIs are assumed.
 - 3.2.3 Assist the OWNER with reviews of and recommendations for proposed Change Orders and Work Change Directives (WCDs). Up to 1 Change Order is assumed.
 - 3.2.4 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the CONTRACTOR.
 - 3.2.5 Review special inspections reports and tests of the CONTRACTOR's work as required by the Contract Documents and as may be deemed necessary. Review certificates of inspections, tests, and approvals.
 - 3.2.6 The ENGINEER shall recommend to the OWNER special inspection or testing when deemed necessary to independently review if materials, products, assemblages and equipment conform to the design concept and the Contract Documents, including but not limited to welding, coatings, compaction, and concrete.
- 3.3 Participate in up to 6 on-site construction progress meetings. ENGINEER'S project manager or his designee will attend these meetings.

- 3.3.1 Make site visits monthly to observe the progress and quality of the CONTRACTOR's executed work in relation to the ENGINEER's scope of design, and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
- 3.4 Prepare written decisions on issues relating to the acceptability of the CONTRACTOR's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of the CONTRACTOR's work based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - 3.4.1 Determine the amounts that ENGINEER recommends CONTRACTOR be paid. Such recommendations of payment will constitute ENGINEER's representation to City, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, CONTRACTOR's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of subsequent tests called for in the Contract Documents, and to other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe CONTRACTOR's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of CONTRACTOR's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 3.4.2 By recommending payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of CONTRACTOR's Work as it is performed and furnished have been exhaustive, extended to every aspect of CONTRACTOR's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control CONTRACTOR's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR's compliance with Laws and Regulations applicable to CONTRACTOR's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- 3.5 Substantial Completion: Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use the ENGINEER,

with OWNER and CONTRACTOR, will visit the Project to determine if the Work is substantially complete. If after considering objections of City, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and CONTRACTOR with an associated list of items (punch list) to be completed to reach final acceptance.

3.5.1 Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of the CONTRACTOR is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable (subject to the provisions of item 3.11.2 above) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

3.5.2 Prepare Record Drawings based on the as-built information received from the CONTRACTOR.

Assumptions:

1. The construction duration will be approximately 2 calendar months.
2. The CONTRACTOR will submit to the ENGINEER the proposed Schedule of Submittals, including but not limited to Shop Drawings, Product Manuals, Samples, etc., for review, comment and concurrence by the ENGINEER prior to the start of the submittal process for review, comment and eventual concurrence by the ENGINEER.
3. ENGINEER review of a Shop Drawing or other CONTRACTOR submittal more than two times, as a result of repeated inadequate submissions by CONTRACTOR, shall be grounds for additional services and time shall be charged to the CONTRACTOR.
4. The ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction.
5. The ENGINEER shall not be responsible for the failure of the CONTRACTOR to perform the construction work in accordance with the Contract Documents; however, the ENGINEER shall report to the OWNER deficiencies in the work identified or observed.
6. Completion of record drawings will require up to 1 month following receipt of CONTRACTOR's as-built information.
7. CONTRACTOR will be responsible for construction staking and layout of work.
8. ENGINEER will not provide the services of a Resident Project Representative (RPR).
9. No Post-Construction professional services will be provided.
10. The OWNER will be responsible for:
 - Construction contract administration and execution of the contract General Conditions.
 - On-site inspections of the construction work.

Task 4 – Start up and On-going Monitoring Services:

Scope of Services:

- 4.1 OWNER will provide monthly performance data for the MCWWTP to the ENGINEER. ENGINEER will organize, process, and analyze the data to determine if appropriate performance metrics are being met at the MCWWTP.
- 4.2 ENGINEER will be available to meet with the MCWWTP staff to troubleshoot system difficulties and provide recommendations for changes in operating procedures for the MCWWTP. Budgeted operational support is for up to 4 site visits and 4 coordination calls (virtual meetings) by the project engineer.

Assumptions:

1. No major redesigns or additional support systems will need to be installed.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

The OWNER shall coordinate and, as necessary, attend meetings with the ENGINEER either by phone or in person during the design, bidding, and construction of the project.

PART 4.0 PERIODS OF SERVICE:

ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP). ENGINEER shall complete its obligations within a reasonable time per the following target task durations assuming tasks occur in the following sequence:

Milestone	Completion Time
NTP (Anticipated)	January 27, 2023
Task 1 – Plan and specification for bidding of the supplemental carbon feed system	March 31, 2023 (60% review) April 21, 2023 (issued for bid)
Task 2 – Bidding phase services	May 12, 2023
Task 3 – Services during construction	July 2023 - September 2023
Task 4 – On-going Monitoring Services	September 2023 - March 2024

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

If OWNER authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

PART 5.0 ENGINEER'S FEE:

OWNER shall pay ENGINEER for the services set forth in Part 2.0 on the payment basis in the amounts as shown as follows. Total lump sum contract amount \$211,000.

Engineering Tasks	Fee
Task 1 – Plan and specification for bidding of the supplemental carbon feed system	\$126,000
Task 2 – Bidding phase services	\$18,000
Task 3 – Services during construction	\$50,000
Task 4 – On-going Monitoring Services	\$17,000
Total	\$211,000

The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services actually completed during the billing period.

Payroll Cost shall mean salaries and wages (basis and overtime) paid to personnel engaged directly on the Project, plus the costs of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. For this Agreement, the amount of customary and statutory benefits of personnel will be considered equal to 50.4% of salaries and wages. The amount of customary and statutory benefits as a percentage of salaries and wages may be periodically adjusted on the basis of annual audit.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, shipping and express, and other incurred expenses.

Cost of Quality Assurance testing is not included in this Engineer's Fee.

This Task Order is executed this _____ day of _____, 2023.

CITY OF TAYLOR
"OWNER"

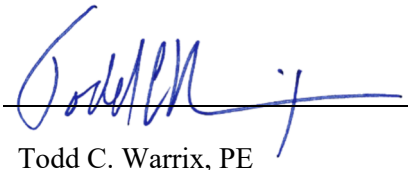
BY: _____

NAME: Brian LaBorde

TITLE: City Manager

ADDRESS: 400 Porter St.
Taylor, TX 76574

HDR ENGINEERING, INC.
"ENGINEER"

BY:  _____

NAME: Todd C. Warrix, PE

TITLE: Vice President

ADDRESS: 4401 West Gate Blvd
Suite 400
Austin, TX 78745