

AGENDA

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

OCTOBER 27, 2022, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. Municipal Court Week.
2. Williamson County 175th Anniversary Photography Exhibit.
3. Mayor Daniel Moody Day.

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.)

4. Approve minutes from the October 13, 2022 regular City Council meeting. (Dianna McLean)
5. Consider Ordinance 2022-42 regarding PZ-2022-1565, a request to abandon North Access Lane Easement, an access easement located on Lot 1, Block A of the Parkway Plaza Subdivision, recorded under Document No. 2018016588 within the Official Public Records of Williamson County, Texas. (Tom Yantis)
6. Consider renewal of Avaya Phone lease agreement. (Nicole Oman)

PUBLIC HEARINGS / ORDINANCES

7. Introduce Ord 2022-43 revising council compensation. (Jeff Jenkins)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

8. Receive Grant Update from Langford Community Management Services (Jeff Jenkins)
9. Consider granting special event co-sponsor status for the annual Dr. James L. Dickey Day Celebration sponsored by the Blackshear/O.L. Price Ex-Student Association. (Jan Harris)

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 October 24, 2022 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: Dianna McLean Date 10-24-22
Dianna McLean, City Clerk



***City Council Meeting
October 27, 2022
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 1
Agenda Title: **Municipal Court Week proclamation**
Council Action to be taken: Read proclamation
Department Submitted: Municipal Court
Staff Contact: Keresa Willis, Court Administrator

1. PURPOSE/DESCRIPTION

To recognize the important role municipal courts play in helping maintain and improve the quality of life of a community.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

N/A

3. STAFF ANALYSIS (How and Why)

The Texas Municipal Courts Education Center encourages communities to celebrate Municipal Courts Week by recognizing the value of their judges, court support personnel and prosecutors and the work that they do.

4. RECOMMENDATION

Proclaim November 7 – 11, 2022 as Municipal Court Week

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

1a. [Proclamation](#)

Proclamation

Municipal Court Week

Whereas, the Municipal Court of Taylor has existed since 1914;
and

Whereas, Municipal Judges and court personnel have pledged to be impartial, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and

Whereas, the Municipal Court serves as the local justice center for the enforcement of local ordinances that protect the peace and dignity of our community; and

Now, therefore, as Mayor of the City of Taylor, I do hereby proclaim the week of November 7-11, 2022 as

Municipal Court Week

and extend our appreciation to the City of Taylor Municipal Judge and court support staff for the services they perform.

Proclaimed this the 27th day of October, 2022.

Brandt Rydell, Mayor



City Council Meeting October 27, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 2

Agenda Title: Williamson County 175th Anniversary-
Photography Exhibit by David Valdez

Council Action to be taken: Receive and hear update

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

Learn more about the 175th Anniversary photography exhibit being completed by David Valdez and he will take a photos of Council at work.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Mr. Valdez is doing a photography exhibit for the Williamson Museum in Georgetown for the 175th anniversary celebration next year—it will be on display in March of 2023. He's going around the county and photographing how it looks today, and he's including all parts of life, including City Councils.

He will be in attendance at the October 27th meeting and take a photo of Council to include in the exhibit—the goal is just to photograph a moment in history.

3. PROS and CONS

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

4. RECOMMENDATION

Receive presentation.

5. FUNDING SOURCE

6. TIMELINE

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

8. ATTACHMENTS



***City Council Meeting
October 27, 2022
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 3

Agenda Title: Mayor Daniel Moody Day proclamation

Council Action to be taken: Read proclamation

Department Submitted:

Staff Contact:

1. PURPOSE/DESCRIPTION

To recognize November 6, 2022 as Mayor Daniel Moody Day.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

Daniel Moody was the first Mayor of Taylor, 1882 – 1887.

3. STAFF ANALYSIS (How and Why)

N/A

4. RECOMMENDATION

Proclaim November 6, 2022 Mayor Daniel Moody Day.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

3a. Proclamation (To be presented at the meeting)



City Council Meeting October 27, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 4

Agenda Title: Approve minutes from the October 13, 2022 regular Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Dianna McLean

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

4a. [October 13, 2022 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
October 13, 2022 at 6:00 p.m.

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

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

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

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. Breast Cancer Awareness Month

Councilmember Garcia read the proclamation and presented it to Dr. Lola Okunade and Lisa Drummond.

2. Chiropractic Health Month

Councilmember Ariola read the proclamation and presented it to Jennifer Gardner.

CITIZENS COMMUNICATION

Jackie Krueger, 2704 Kelly Dr. – feels Council should allow citizens to vote on Council compensation consideration (item 15).

BOARDS & COMMISSION PRESENTATION

3. Parks & Recreation Board update.

Patrick Tate, Board Chairman – gave a presentation on the Board's focus of prioritizing projects identified in the Master Plan.

CONSENT AGENDA

- 4. Approve minutes from the September 22, 2022 regular City Council meeting.**
- 5. Concur with preliminary financials for August 2022.**
- 6. Consider Ordinance 2022-38 regarding PZ-2022-1541 a change of zoning, on approximately 75.29 acres generally located at 14501 and 14511 US 79, from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District 2 (BP-2) to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agriculture (R/A).**
- 7. Consider Ordinance 2022-41, modifying portions of the Food Sanitation Regulations.**
- 8. Consider approving agreement with Unifirst for Uniform and Mat service.**
- 9. Consider first amendment to treated water services contract between Brazos River Authority and City of Taylor.**

Councilmember Ariola requested to pull item 9 for separate consideration.

Motion was made by Councilmember Ariola to approve consent agenda items 4 through 8 as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

9. Consider first amendment to treated water services contract between Brazos River Authority and City of Taylor.

Councilmember Ariola asked if Samsung has put it in writing that they will pay for the extra water that the city is asking for from BRA. Brian LaBorde stated yes and explained the agreement.

Motion was made by Councilmember Ariola to approve consent agenda item 9 as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

10. Consider introducing Ordinance 2022-42 regarding PZ-2022-1565, a request to abandon North Access Lane Easement, an access easement located on Lot 1, Block A of the Parkway Plaza Subdivision, recorded under Document No. 2018016588 within the Official Public Records of Williamson County, Texas.

Tom Yantis, Development Services Director - purpose of the access easement abandonment is to allow for the development of a proposed additional hotel on the subject property at 180 N.W. Carlos G. Parker Boulevard. The property owner has requested the City release and abandon the easement to allow the construction of additional parking for the proposed additional hotel.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2022-42

AN ORDINANCE ABANDONING NORTH ACCESS LANE EASEMENT LOCATED ON LOT 1, BLOCK A OF THE PARKWAY PLAZA SUBDIVISION, A SUBDIVISION IN TAYLOR, WILLIAMSON COUNTY, TEXAS RECORDED UNDER DOCUMENT NO. 2017020343, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. Consider payment solutions for accepting donations.

Jeff Wood, Chief Financial Officer – presented options to enhance and expand the city's donation program. EasyPay by Tyler Technologies, a website module, or adding donation options to utility bill.

Motion was made by Councilmember Garcia to implement EasyPay and reformat the utility bill to add a donations program option for customers. Motion was seconded by Mayor Rydell. Motion failed 2 for and 3 against.

Motion was made by Councilmember Drummond to implement EasyPay without reformatting the utility bill to add a donations program option for customers. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

12. Receive a presentation regarding the Fred Kerley mural and consider whether to proceed with the project.

Jeff Jenkins, Deputy City Manager – Taylorite Fred Kerley recently won the World Championship gold medal in the 100-meter race. This accomplishment makes Fred Kerley the fastest person in the world. A mural honoring Mr. Kerley would be on the Ford Ground storage tank at 1606 N. Main. Adam Davenport is the artist.

Mayor Rydell read a letter from Laura Baker encouraging the mural.

Motion was made by Mayor Pro-Tem Anderson to receive the presentation and direct staff to move forward with the project. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

13. Receive presentation regarding draft legislative priorities for the upcoming State legislative session and consider adopting legislative priorities.

Jeff Jenkins, Deputy City Manager – presented a draft list of five legislative priorities and asked Council to review, make changes, and adopt priorities.

Motion was made by Councilmember Garcia to receive the presentation and adopt the list of legislative priorities as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

14. Receive and consider possible action on the proposed amendments to the TIF #1 Downtown Project and Financing Plan by the TIF Board.

Jan Harris, Main Street Manager - The TIF Board recommended the City Council amend the TIF Project and Financing Plan to include the following into its scope of use of TIF funding for TIF Zone #1: (1) Targeted Economic Development Assistance; (2) Personnel; (3) Third-Party Contracts.

Motion was made by Mayor Pro-Tem Anderson to accept the proposed amendments to the TIF #1 Downtown Project and Financing Plan as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

15. Discuss Council Compensation and provide staff direction regarding how to proceed with compensation.

Jeff Jenkins, Deputy City Manager - current compensation for Council was adopted August 29, 2006, is \$25 a month and paid to members every six months. Council considering revising compensation due to increased time commitment and involvement in general. Three possible methods for determining compensation: 1) survey other cities, 2) appoint a subcommittee, or 3) utilize Georgetown's 2021 survey.

Motion was made by Mayor Pro-Tem Anderson to have staff move forward with modifying Council compensation by utilizing the Georgetown 2021 Survey method and to effect that change through ordinance. Motion was seconded by Councilmember Garcia. Motion carried 3 to 2 with Councilmember Drummond and Councilmember Ariola opposing.

16. Discuss and direction to staff on city sidewalk removal policy.

Jim Gray, Public Works Director – currently City will remove existing uneven/destroyed/unsightly sidewalks on a case-by-case basis upon property owner request but

Regular City Council Meeting Minutes

October 13, 2022

4

does not replace the sidewalk. There is no current ordinance that states homeowner owns the sidewalk. Sidewalk Master Plan is currently being drafted.

Motion was made by Mayor Pro-Tem Anderson to continue the current process. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 8:27p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk



City Council Meeting

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Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: 5

Agenda Title: **Consider Ordinance 2022-42 regarding PZ-2022-1565, a request to abandon North Access Lane Easement, an access easement located on Lot 1, Block A of the Parkway Plaza Subdivision, recorded under Document No. 2018016588 within the Official Public Records of Williamson County, Texas.**

Council Action to be taken: Consider Ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

The purpose of the access easement abandonment is to allow for the development of a proposed additional hotel on the subject property at 180 N.W. Carlos G. Parker Boulevard. The property owner has requested the City release and abandon the easement to allow the construction of additional parking for the proposed additional hotel.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The request for this access easement abandonment request (PZ 2022 -1565) is directly related to the current proposed site development plan (PZ 2022 -1532) for an additional hotel. The site development plan shows the proposed parking spaces for the hotel to be located within the northern access easement. The site development plan cannot be approved unless this access easement request is granted.

There are currently two 20 feet wide access easements on Lot 1, Block A. There is a northern access lane and a southern access lane (Document No. 2018016590). The applicant is only proposing to abandon the northern access lane. The southern access lane will remain in place which would ensure there is an east-west access across the lot.

2. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• An additional business will likely provide an increase in jobs available in Taylor. • Increase in tax base.	• The City will no longer have the access easement which was intended to provide east-west access across this lot to future development.

4. RECOMMENDATION

Staff recommends approval of the 20 feet wide northern access easement abandonment request.

5. FUNDING SOURCE

N/A

6. TIMELINE

City Council ordinance introduction – October 13, 2022

City Council consideration of ordinance approval – October 27, 2022

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

5a. [Letter of Intent from Applicant](#)

5b. [Parkway Plaza Subdivision Plat](#)

5c. [Access Easement Abandonment Ordinance 2022-42](#)

5c(1). [Ordinance Exhibit A](#) – North Access Lane Easement Agreement

5d. [PowerPoint Presentation](#)

Sadya Capital LLC

5002 Sendero Springs Dr
Round Rock, TX 78681

City Of Taylor, Texas

400 Porter Street
Taylor, TX 76574

Attn: Tom Yantis, AICP
Assistant City Manager / Director of Development Services

September 22, 2022

Dear Mr. Yantis

We are requesting that the City of Taylor consider abandonment of the access lane easement agreement granted to the city on February 27th, 2018, and recorded in Williamson County filed under document 2018016588. The easement provides for a 20 foot wide access lane on the north side of the property at address 180 NW Carlos G Parker Blvd Taylor, TX 76574 with a legal description S11373 - PARKWAY PLAZA SUB, BLOCK A, Lot 1, ACRES 4.052. We are requesting this easement be abandoned to allow for the development of parking to support the City's code concerning parking requirements for a newly proposed hotel development branded Home2 Suites By Hilton in the area of the easement in question.

The easement was intended to support more efficient and safe cross traffic between any future developments to the east or west of our property. We believe this goal would continue to be well supported if the north access easement is abandoned as there exists a comparable 20' wide second access easement on the southern side of the property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nimesh D Patel', with a long horizontal flourish extending to the right.

Nimesh D Patel
Managing Partner
Sadya Capital LLC

REMAINDER OF 74.863 ACRES
WILLIAMSON COUNTY PARK FOUNDATION
TO
CITY OF TAYLOR PARK FOUNDATION
DOCUMENT NO. 2005049138 OPRWC
FILED: JUNE 29, 2005



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Charles Len Schroeder, co-owner of the certain 4.052 acre tract of land shown hereon and described in a deed recorded in Document Nos. 2006107442, 2007019914, 2008092934, 2008092935 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Taylor to the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the City of Taylor may deem appropriate. This subdivision is to be known as PARKWAY PLAZA SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 22 day of February, 2017.

Charles L. Schroeder

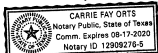
Charles Len Schroeder
1501 CR 369
Taylor, Texas 76754

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Charles L. Schroeder known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this the 21 day of February, 2017.

Carrie Fay Orts
NOTARY PUBLIC in and for the State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Thomas Kent Schroeder, co-owner of the certain 4.052 acre tract of land shown hereon and described in a deed recorded in Document Nos. 2006107442, 2007019914, 2008092934, 2008092935 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Taylor to the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the City of Taylor may deem appropriate. This subdivision is to be known as PARKWAY PLAZA SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 27 day of February, 2017.

Thomas Kent Schroeder

Thomas Kent Schroeder
1850 CR 369
Taylor, Texas 76754

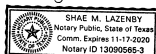
THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Thomas K. Schroeder known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this the 21 day of February, 2017.

Shae M. Lazebny

NOTARY PUBLIC in and for the State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Donna Sue Bohlmann, co-owner of the certain 4.052 acre tract of land shown hereon and described in a deed recorded in Document Nos. 2006107442, 2007019914, 2008092934, 2008092935 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Taylor to the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the City of Taylor may deem appropriate. This subdivision is to be known as PARKWAY PLAZA SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 23 day of February, 2017.

Donna Sue Bohlmann

Donna Sue Bohlmann
1306 Waltham Drive
Katy, Texas 77457-3915

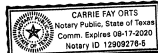
THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Donna Sue Bohlmann known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this the 24 day of February, 2017.

Carrie Fay Orts

NOTARY PUBLIC in and for the State of Texas



CivilCorp
ENGINEERS & SURVEYORS
110 E. MAIN STREET, ROUND ROCK, TEXAS 76664
TEL (512) 828-0400 FAX (512) 828-0420
TBR# REGISTRATION #010283 TBR# REGISTRATION #10154152

PARKWAY PLAZA SUBDIVISION A FINAL PLAT OF 4.052 ACRES OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65 BEING A PORTION OF THE REMAINDER OF A 93.5 ACRE TRACT (DOCUMENT NOS. 2006107442, 2007019914, 2008092934, 2008092935 OPRWC) CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS

NOTES:

- ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUE. USE SCALE FACTOR OF 0.9998807151 TO CONVERT TO SURFACE.
- ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD83(2012), REFERENCEING THE LEICA SMARTNET REFERENCE NETWORK.
- BENCHMARKS:**
TBM "A" = BOX CUT ON TOP OF LIGHT STANDARD LOCATED 138 FEET WEST OF THE NORTHEAST CORNER OF SUBJECT TRACT.
ELEVATION = 617.16
TBM "B" = RAILROAD SPIKE SET IN THE SOUTH SIDE OF A POWER POLE IN THE NORTH LINE OF FM 397 130 FEET WEST OF THE SOUTHEAST CORNER OF SUBJECT TRACT.
ELEVATION = 617.58
- THIS LOCATION ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NUMBER 48461C0535E, EFFECTIVE DATE SEPTEMBER 26, 2006, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS INDICATES THAT THE SUBJECT TRACT LIES WITHIN ZONE "X" UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
- A SIDEWALK WILL BE PROVIDED ACROSS THE FRONT OF THE PROPERTY PARALLEL TO FM 397 IN ACCORDANCE WITH THE TAYLOR SUBDIVISION ORDINANCE(S).
- ALL BUILDING SETBACKS WILL BE IN ACCORDANCE WITH THE CITY OF TAYLOR ORDINANCE, AS AMENDED.
- THERE ARE NO KNOWN EXISTING EASEMENTS OF RECORD FOR THIS TRACT.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE MUNICIPAL WASTE WATER SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL POTABLE WATER IS AVAILABLE FROM THE MUNICIPAL WATER SUPPLY.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL SIDEWALKS AND UTILITIES HAVE BEEN INSTALLED ACCORDING TO THE SPECIFICATIONS OF THE CITY OF TAYLOR.
- THIS SUBDIVISION IS LOCATED IN THE CITY OF TAYLOR.
- CITY OF TAYLOR WATER AND WASTEWATER LINES TO BE EXTENDED TO PROPERTY AND ACROSS ENTIRE FRONTAGE OF SUBDIVISION PER SEPARATE CONSTRUCTION PLAN.
- THIS PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION ON FEBRUARY 28, 2017.

SURVEYOR'S CERTIFICATION

That, I, Corey Joseph Hall, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines of roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the subdivision regulations of the City of Taylor.

TO CERTIFY WHICH, WITNESS my hand and seal at Round Rock, Williamson County, Texas, this 23 day of FEBRUARY, 2017.

Corey Joseph Hall
Corey Joseph Hall
Registered Professional Land Surveyor
No. 6362 State of Texas



ENGINEER'S CERTIFICATION

I, Jerry Perales, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48461C0535E, effective date September 26, 2006, and that each lot conforms to the City of Taylor regulations. The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements shown and/or public right-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Austin, Travis County, Texas, this 28 day of FEBRUARY, 2017.

Jerry Perales
Jerry Perales
Registered Professional Engineer
No. 01414 State of Texas



Development Services Director

I, Ashley Lupton, Development Services Director of the City of Taylor, Texas, do hereby certify this plat is approved for filing of record with the County Clerk of Williamson County, Texas.

Ashley Lupton
Ashley Lupton, Director Date 3/1/17

PLANNING AND ZONING COMMISSION

This subdivision to be known as Parkway Plaza Subdivision has been accepted and approved for filing with the County Clerk of Williamson County, Texas, according to the minutes of the meeting of the Taylor Planning and Zoning Commission on the ___ day of _____, 2017, A.D.

Don McAllister 2-28-17
Don McAllister, Chairman Date

Donna Frazier 2-28-17
Donna Frazier, Secretary Date

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the 14 day of MARCH, 2017 A.D., at 11:33 o'clock A.M., and duly recorded in the day of MARCH, 2017 A.D., at 11:33 o'clock A.M. in the Official Public Records of said County in Instrument No. 2017020343.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at _____ in Georgetown, Texas, the date last shown above written.



Nancy Rister, Clerk County Court
of Williamson County, Texas

By *Connie Phelps*
Connie Phelps, Deputy

CITY OF TAYLOR PERMIT PZ-20171031

SHEET 2 OF 2

ORDINANCE NO. 2022-42

**“AN ORDINANCE ABANDONING NORTH ACCESS LANE EASEMENT
LOCATED ON LOT 1, BLOCK A OF THE PARKWAY PLAZA
SUBDIVISION, A SUBDIVISION IN TAYLOR, WILLIAMSON COUNTY,
TEXAS RECORDED UNDER DOCUMENT NO. 2017020343, OFFICIAL
PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS”**

WHEREAS, Sadya Capital, LLC (“Owner”) is the sole owner of Lot 1, Block A of the Parkway Plaza Subdivision, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2017020343, Official Public Records, Williamson County, Texas (“Easement Property”); and

WHEREAS, the Easement Property has currently located thereon an access easement which was granted by Owner to the City of Taylor in the North Access Lane Easement Agreement recorded on February 27, 2018 in Document No. 2018016588, Official Public Records, Williamson County, Texas (“Easement”) for the purpose of providing free and uninterrupted vehicular and pedestrian traffic over and across the Easement Property for the benefit of the properties situated immediately north, east and west of Owner’s property; and

WHEREAS, the Owner has requested the City release and abandon the Easement to allow the construction of additional parking for a new development to be located on the Easement Property; and

WHEREAS, additional parking will be necessary to comply with the City of Taylor Subdivision Ordinance; and

WHEREAS, the Easement will no longer be necessary because the original intent and purpose of the Easement will be met with the construction of additional parking by the Owner on the Easement Property.

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

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

SECTION 2. The City of Taylor does hereby release the North Access Lane Easement Agreement attached hereto as Exhibit A and incorporated by reference herein.

SECTION 3. The Mayor is authorized to execute any releases or other documents necessary to effectuate the abandonment of the Easement.

SECTION 4. In accordance with Article VIII, Section 1, of the City Charter, this Ordinance was introduced before the City Council on October 13, 2022.

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

Brandt Rydell, Mayor
City of Taylor

ATTEST:

Dianna McLean, City Clerk

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2022-42, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal this ____ day of _____, 2022.

Dianna McLean
City Clerk

NORTH ACCESS LANE EASEMENT AGREEMENT

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

Date: February 27, 2018

Grantor: SADYA CAPITAL, LLC, a Texas Limited Liability Company

Grantor's Mailing Address (including County):

SADYA CAPITAL, LLC
Attention: Nimesh Patel
5002 Sendero Springs Drive
Round Rock, Williamson County, Texas 78681

Grantee: CITY OF TAYLOR, TEXAS, a Home Rule Municipal
Political Subdivision of the State of Texas

Grantee's Mailing Address (including County):

CITY OF TAYLOR, TEXAS
400 Porter Street
Taylor, Williamson County, Texas 76574

Grantor's Property:

Lot 1, Block "A", of PARKWAY PLAZA SUBDIVISION, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2017020343, Official Public Records, Williamson County, Texas.

Easement Property:

See Exhibit "A", attached hereto and incorporated herein by reference.
("North Access Lane Easement")

Easement Purpose:

Grantor, for the Consideration, grants, sells and conveys to Grantee a perpetual non-exclusive, irrevocable access easement for free and uninterrupted vehicular and pedestrian traffic over and across the Easement Property. This Easement is for the benefit of, and may be used by Grantee for access between Grantor's Property and the real property situated immediately north, east and west of Grantor's Property. Grantee shall have the right to construct and maintain access drives within the Easement Area.

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of

the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this Easement Agreement:

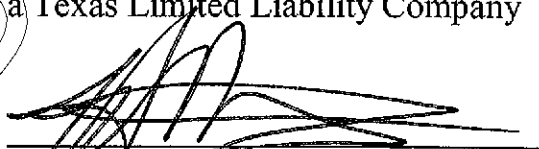
1. ***Character of Easement.*** The Easement is non-exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns ("Holder").
2. ***Reservation of Rights. Equitable Rights of Enforcement.*** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
3. ***Binding Effect.*** This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.
4. ***Choice of Law.*** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
5. ***Counterparts.*** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

6. ***Waiver of Default.*** It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
7. ***Further Assurances.*** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.
8. ***Integration.*** This Agreement contains the complete Agreement of the parties and cannot be varied except by written Agreement of the parties. The parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.
9. ***Legal Construction.*** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
10. ***Notices.*** Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually

received. Any address for notice may be changed by written notice delivered as provided herein.

11. **Recitals.** Any recitals in this Agreement are represented by the parties to be accurate, and constitute a part of the substantive Agreement.
12. **Time.** Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.
13. **Indemnity.** Grantee agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance of the Easement Property.

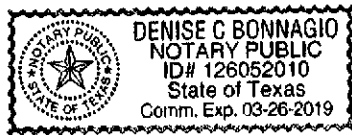
SADYA CAPITAL, LLC,
a Texas Limited Liability Company


By: Nimesh Patel
Its: President

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned authority, on this day personally appeared Nimesh Patel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of February, 2018.



Denise C. Bonnagio
Notary Public, State of Texas

Exhibit A

THE STATE OF TEXAS)
COUNTY OF WILLIAMSON)

FEBRUARY 9, 2018

PROPOSED 20 FOOT WIDE WATER, WASTEWATER, & ACCESS EASEMENT

BEING A 0.160 ACRE (6,951 SQUARE FOOT) TRACT OF LAND OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65 SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING OUT OF AND A PART OF LOT 1, BLOCK A, PARKWAY PLAZA SUBDIVISION AS RECORDED IN DOCUMENT NO. 2017020343 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod stamped "WARD-5811" found for the North corner of the herein described tract, said iron rod being the common West corner of a 4.2970 acre tract conveyed from Charles Len Schroeder, et al to Blue Ribbon Barbecue, Inc., filed February 17, 2016 as recorded in Document No. 2016013031 OPRWC, the North corner of said Lot 1, and being in the South line of a 40.500 acre tract as conveyed from the City of Taylor Park Foundation to The City of Taylor, filed February 22, 2008, recorded in Document No. 2008013737 OPRWC;

THENCE, South 20°02'44" East, with the common line of Lot 1 and the said 4.2970 acre tract, a distance of 20.00 feet, to a point for the Southeast corner of the herein described tract;

THENCE, South 69°57'02" West, over and across said Lot 1, a distance of 347.11 feet, to a point for the South corner of the herein described tract, said point being in the common West line of Lot 1 and the East line of the remaining portion of a 93.5 acre tract to Charles Len Schroeder, et al recorded in Document Nos. 2007019914, 2008092934, 2008092935, 2006107442 OPRWC;

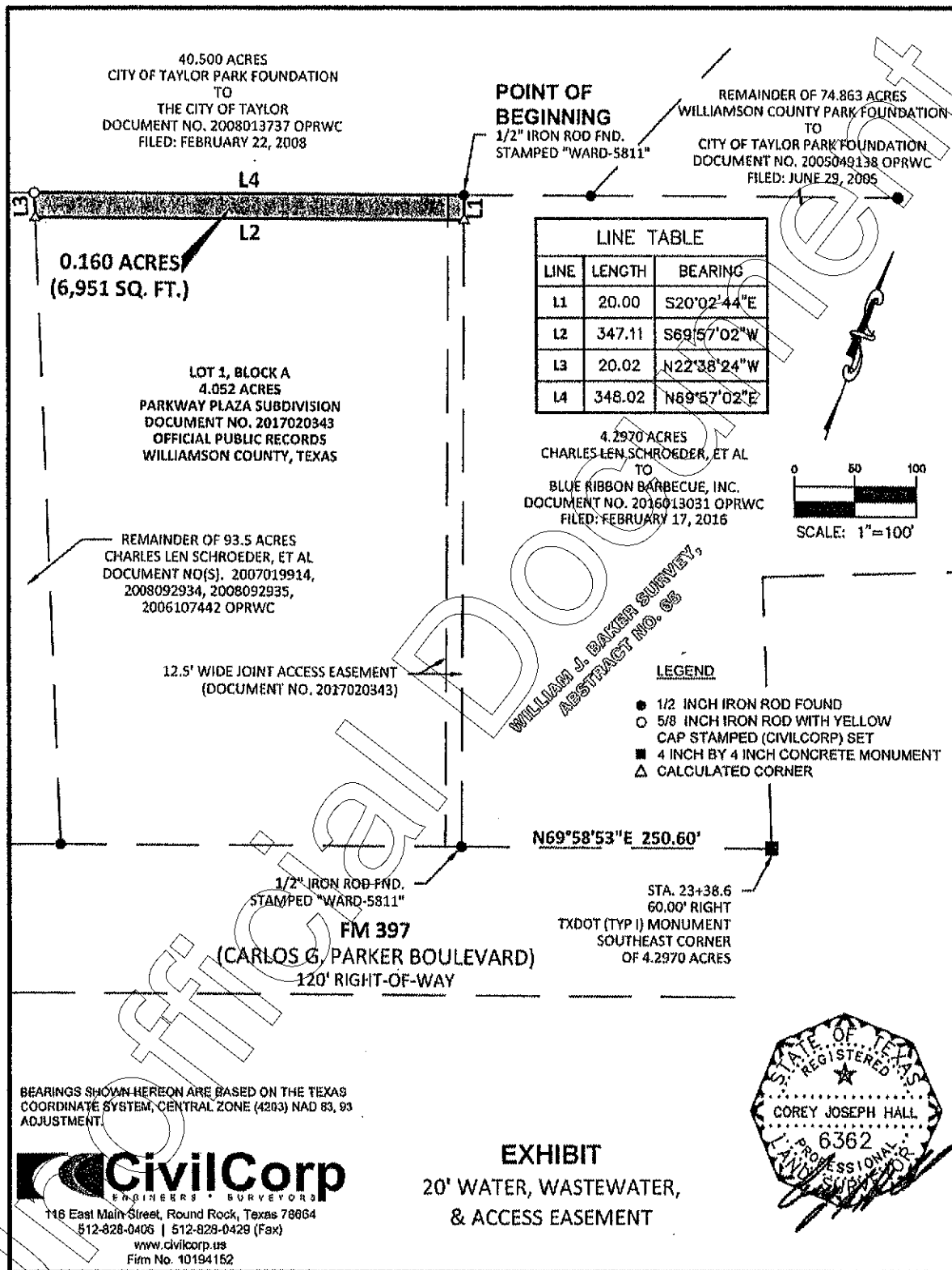
THENCE, North 22°38'24" West, with said common line, a distance of 20.02 feet, to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the Northwest corner of the herein described tract, said iron rod being the Northwest corner of Lot 1, the Northeast corner of the remaining portion of said 93.5 acre tract, and being in the South line of aforesaid 40.500 acre tract;

THENCE, North 69°57'02" East, with said common line of said Lot 1 and said 40.500 acre tract, a distance of 348.02 feet to the **POINT OF BEGINNING**, containing within these metes and bounds 0.160 acres (6,951 square feet) of land, more or less.

A survey drawing of even date herewith accompanies this legal description. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83.

The foregoing Field Notes Description is based on an actual survey made under my supervision on February 9, 2018, and is true and correct to the best of my knowledge and belief.


Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194152



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2018016588

Pages: 9 Fee: \$49.00
02/27/2018 02:18 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

City of Taylor City Council Meeting

October 13, 2022



PZ-2022-1565

North Lane Access Easement Abandonment Request

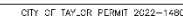
Location Map

Address: 180 NW Carlos G. Parker Blvd.

Acreage: ~4.052 acres



2018016588 Page 8 of 9



Staff Recommendation

Staff recommends approval of the proposed access easement abandonment because another east-west access easement exists on the south end of the lot.



City Council Meeting October 27, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 6
Agenda Title: Consider renewing Avaya phone lease agreement

Council Action to be taken: Approve renewing a 5-year agreement with Avaya for phone lease

Department Submitted: Internal Services

Staff Contact: Nicole Oman, Internal Services Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to approve an agreement for a 5-year extension with Avaya for City phone software and equipment.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Our current phone lease with Avaya will expire Oct. 31, 2022. Avaya is proprietary for phone equipment and our software we currently have. Renewing the lease, we will receive all new phones within the city and a 5 year warranty on all of the equipment including labor. A current adjustment to base in the budget of \$6,282.00 to upgrade licenses to connect the Airport, WWTP and Animal Shelter on the same network will be included which will allow us to connect by extensions and transfer calls between all facilities and provide savings in our current budget by including it with the new lease agreement. We are currently paying on two phone leases and will only have one which will be \$311 a month less with all new phones and warranty. Renewing the agreement with Avaya allows us to have undistruptive service and remain with the current supplier that has provided excellent customer service to the City. If we do not renew, we would lose all the phone “guts” and equipment that would have to be all reprogrammed at every department causing a disruption in services in our daily operation.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Install all new desk phones • 5 - year warranty on equipment and labor • Connect phones at Airport, WWTP, and ACO to the network allowing us to transfer calls between all city departments or a savings of \$6,282.00. • Remain with the current supplier that knows our system and has proven to provide us excellent customer service and support.	• Phone boxes and current software at all locations to include all desk phones would be removed at end of the current lease which would cause a disruption in the operation of our phone system due to losing all licenses and programming of phones.

4. RECOMMENDATION

Approve renewing the 5 – year agreement with Avaya

5. FUNDING SOURCE

FY 2023 – FY 2027 Budgets

6. TIMELINE

Once approved the process to order new equipment and upgrade licenses will take approximately 2 weeks and installation for the phones should take approximately 2 days to complete with minimal interruption to our phone services.

7. OTHER OPTIONS (In order of preference)

Do not renew contract and lose all equipment, licenses, and software for our phones at all locations causing a disruption in services across the city.

8. ATTACHMENTS

6a. [Agreement](#)

AUTHORIZED SIGNER'S TITLES

CORPORATION

- President
- Vice President
- Treasurer
- Controller
- Chief _____ Officer:
 - Executive, Financial, Operating, Information, Accounting, Administrative, Analytics, Brand, Channel, Commercial, Compliance, Communications, Data, Detail, Information, Information Security, Legal, Marketing, Networking, Procurement, Risk, Strategy, Technical, Human Resources
- Director of Finance
- Director of Information Technology
- Administrator (Hospitals and Nursing Homes only)
- Information Technology Manager (Up to \$50,000)
- Director of Purchasing OR Purchasing Manager (Up to \$50,000)
- General Manager (Up to \$50,000)
- Operations Manager (Up to \$50,000)
- Branch Manager (Up to \$50,000)
- Facilities Manager (Up to \$50,000)
- Officer Manager (Up to \$25,000..Acceptable to non-publicly held corporations, professional associations and professional corporations only)

NON-PROFIT

- Refer to CORPORATION
- Executive Director
- Administrator (Up to \$50,000)

PROFESSIONAL CORPORATION/PROFESSIONAL ASSOCIATION

- Refer to CORPORATION

LIMITED LIABILITY CORPORATION/COMPANY

- Member
- Managing Member
- Manager
- First five titled persons named under CORPORATION

GENERAL PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

LIMITED PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

LIMITED LIABILITY PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

SOLE PROPRIETORSHIP

- Owner

CHURCH

- Refer to NON-PROFIT, however, only first five titled persons under CORPORATION
- Pastor

SCHOOL DISTRICTS

- Need school board approval for lease, person authorized on board approval must sign the lease

UNIVERSITIES / COLLEGES

Private

- Refer to "CORPORATION" (non-profit institutions)
- Chancellor / Vice Chancellor
- Provost / Vice Provost / Associate Provost
- Director/Administrator of Financial Services
- Director/Administrator of Purchasing/Procurement

Public

- May need PO – especially if ordered off a BPA / BOA
- Copy of authorization signed by board or RFP award
- Chancellor / Vice Chancellor
- Provost / Vice Provost / Associate Provost
- Director/Administrator of Financial Services
- Director/Administrator of Purchasing/Procurement

PUBLIC SECTOR

- Need certificate of authority / resolution authorizing transaction
- Fully executed and funded PO will substitute
- Awarded RFP
- Contracting Officer
- Purchasing / Procurement Director or similar title ok for transactions under \$100,000

SLG LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words *you* and *your* in this Lease, we mean *you, our customer*, which is the Lessee indicated below. When we use the words *we*, *us* and *our* in this Lease, we mean the Lessor, **FIRST-CITIZENS BANK & TRUST COMPANY**. Our address is 10201 Centurion Parkway North, Suite 100 Jacksonville, FL 32256. Phone 800-327-3333

Form AFS-SLGTL-LA-DS 2011.1 Page 1 of 3

CUSTOMER INFORMATION	Lessee Name	E-Mail Address	Tax ID # 746002355
	TAYLOR, CITY OF		Tax Exempt #
	Billing Street Address/City/State/Zip	Phone No.	Lease # 1861693
	400 PORTER STREET, TAYLOR, TX 76574	512-352-2247	
Equipment Location Street Address/City/County/State/Zip			
See Attachment A			

SUPPLIER INFORMATION	Supplier Name ("Supplier") See Attachment A
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EQUIPMENT DESCRIPTION	Make/Model See Attachment A
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END OF LEASE PURCHASE OPTION
Fair Market Value

TERM AND LEASE PAYMENT	Lease Term (Months)	Lease Payment	Documentation Fee	You agree to pay at the time you sign this Lease: 0 Mos. (\$0.00) Total Advance Lease payment. If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the original term.	Plus Applicable Taxes
	60	\$2,699.99	\$0.00		

INSURANCE AND TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use and other taxes related to this Lease or the Equipment. (See Sections 6 and 8 on Page 2 of this Lease). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS 1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the equipment, maintenance and services described above and in any purchase, maintenance, services or supply contract (collectively, "Supply Contract") associated with this lease agreement ("Lease") (collectively, "Equipment") on the terms and conditions shown on both pages of this Lease. If you have entered into a Supply Contract with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date that you sign a Delivery and Acceptance Certificate and will continue for the number of months specified in this Lease unless renewed as set forth in this Lease or earlier terminated as set forth in Section 3 of this Lease. The Equipment will be deemed irrevocably accepted by you upon: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us), or (b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. (NOTE: Terms and Conditions continue on the following pages.)

By signing this lease: (i) you acknowledge that you have read and understand all of the terms and conditions of this lease, which is documented on our Form AFS-SLGTL-LA-DS 2011.1 (ii) you agree that if a copy of this lease is signed by you and the front of the copy is delivered to us by facsimile transmission or otherwise, to the extent any provisions are missing or illegible or changed (and not initialed by both you and us) the terms and conditions of our Form AFS-SLGTL-LA-DS 2011.1 in use on the date we receive the copy signed by you will be the terms and conditions of the lease. (iii) you agree that this lease is a net lease that you cannot terminate or cancel except as specifically provided herein, you have an unconditional obligation to make all payments due under this lease, and you cannot withhold, setoff or reduce such payments for any reason, (iv) you agree that you will use the equipment only for governmental purposes, (v) you warrant that the person signing this lease for you has the authority to do so, (vi) you confirm that you decided to enter into this lease rather than purchase the equipment for the lower total cash price, and (vii) you agree that this lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed, construed, and enforced in accordance with federal law and the laws of the state of New York (without regard to the conflict of laws principles of such state). You consent to the jurisdiction of any court located within that state and waive any objection relating to improper venue or forum non conveniens. **BOTH PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.** Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

TAYLOR, CITY OF

Lessee
X

Authorized Signature

FIRST-CITIZENS BANK & TRUST COMPANY

Lessor
X

Authorized Signature

Print Name & Title _____ Date _____

Print Name & Title _____ Date _____

CERTIFICATION

I, _____ (Certifier), a resident of _____ (City), in the State of _____ (State), DO HEREBY CERTIFY that I am the duly elected or appointed and acting _____ (Certifier's Title) of the Lessee identified above, which is in the State or a political subdivision or agency, duly organized and existing under the laws of the State of _____ (State); and that I have custody of the records of Lessee; as of the date set forth below the individual named and executing above on behalf of the Lessee, _____ (Name of Authorized Signatory of Lessee), is the _____ (Title) of Lessee and is duly authorized to Execute and deliver the Lease (including any addendum) and all related documents, in the name and on behalf of Lessee; and that signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of Lessee this _____ day of _____, _____.

Certifier's Signature
--SEAL--

1. (Continued) Your first Lease Payment is due 30 days after commencement of this Lease, unless payment in advance is indicated in Additional Provisions above, and your remaining Lease Payments shall be due on the same day of each subsequent month (or such other time period stated on Page 1 of this Lease) designated by you. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment if the Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any upgrade and buyout amounts) differs from the estimated Total Cash Price specified by you (or on your behalf by the Supplier) in the credit application submitted to us. However, if the Total Cash Price exceeds the amount approved by us, we will not be obligated to purchase or lease the Equipment. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. **FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or monies.

3. **NONAPPROPRIATION OF FUNDS.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you agree that you will give us at least 30 days written notice of such Non-Appropriation and provide us with evidence from your governing body of such Non-Appropriation. After receipt of such notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (a) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur and (b) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Lease Payments.

4. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or the Supplier under a Supply Contract.

5. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on Page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good repair, condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless this Lease is renewed or you purchase the Equipment in accordance with this Lease, at the end of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

6. **TAXES AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

7. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 11(b) below.

8. **INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

9. **TITLE; RECORDING.** Unless you have been granted a \$1.00 purchase option, we are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. You agree that if you have not been granted a \$1.00 purchase option, this transaction is a true lease. You hereby authorize us or our agent to file a financing statement to give public notice of our ownership of the Equipment and other property (including without limitation, our interests in all software). However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments, receivables and proceeds) and authorize us or our agent to file a financing statement or any other documents we deem necessary to perfect or protect our interest in the Equipment and other property.

10. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any representation or warranty made by you hereunder or in any instrument provided to us by you proves to be incorrect in any material respect when made.

11. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit, (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded monthly, plus (ii) all other amounts due or that become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 5; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may obtain a refund from the Supplier for any prepaid maintenance or services and apply it to any amounts that you owe us; and (f) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

12. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

13. **ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or setoff that you may have against us.

14. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the purchase option price specified on the front of this Lease plus applicable taxes. Unless the \$1.00 purchase option has been granted, you must give us at least 90 days but no more than 180 days written notice before the end of the original or any renewal term that you will purchase the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive three-month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days' prior to such renewal term. If you have been granted a fair market value purchase option, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser selected by us. Upon payment of the fair market value, we will transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

15. **INDEMNIFICATION.** With respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

16. **AUTHORIZATION AND EQUIPMENT USE.** You represent and agree that: (a) you are a State or a political subdivision or agency of a State; (b) the entering into and performance of this Lease is authorized under your State laws and constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other monies available from unexpended and unencumbered appropriations and/or funds within your budget to pay all amounts due under this Lease for your current fiscal period and that such appropriations and/or funds have been designated for the payment of the Lease Payments that may come due under this Lease for your current fiscal period; (e) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, an essential use letter as to clause (e) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

17. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by you and us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on Page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. Except as provided for in Section 3, you will not terminate, cancel, or request a refund from the Supplier for any prepaid maintenance or services included in this Lease and if you do receive a refund from the Supplier, you will hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you will remit the refund to us upon our request. **IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED.** If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several.

SLG LEASE AGREEMENT - Attachment A

LESSEE: TAYLOR, CITY OF	LESSOR: FIRST-CITIZENS BANK & TRUST COMPANY
Street Address: 400 PORTER STREET	Address: 10201 Centurion Parkway North, Suite 100 Jacksonville, FL 32256
City, State, Zip: TAYLOR, TX 76574	Lease Number: 1861693

EQUIPMENT:

Supplier / Equipment Description / Equipment Location
1. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 400 PORTER STREET, TAYLOR, WILLIAMSON, TX 76574
2. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 109 W 5TH ST, TAYLOR, WILLIAMSON, TX 76574
3. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 500 S MAIN ST, TAYLOR, WILLIAMSON, TX 76574
4. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 1424 N MAIN ST, TAYLOR, WILLIAMSON, TX 76574
5. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 304 E 3RD ST, TAYLOR, WILLIAMSON, TX 76574
6. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 801 VANCE ST, TAYLOR, WILLIAMSON, TX 76574
7. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 1201 N MAIN ST, TAYLOR, WILLIAMSON, TX 76574
8. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 303 AIRPORT RD, TAYLOR, WILLIAMSON, TX 76574
9. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 304 E 3RD ST, TAYLOR, WILLIAMSON, TX 76574
10. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 701 E 4TH ST, TAYLOR, WILLIAMSON, TX 76574



DELIVERY AND ACCEPTANCE
CERTIFICATE

**CUSTOMER
INFORMATION**

Lessee Name

TAYLOR, CITY OF

Billing Street Address/City/State/Zip

400 PORTER STREET, TAYLOR, TX 76574

Equipment Location Street Address/City/County/State/Zip

See Attachment A

Lease #

1861693

By signing below, you, the Lessee, agree:

- A) That all equipment described in the lease identified above ("Equipment") has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the lease; and
- B) That we, the Lessor, FIRST-CITIZENS BANK & TRUST COMPANY, are authorized to purchase the Equipment and start billing you under the lease. Our address is 10201 Centurion Parkway North, Suite 100, Jacksonville, FL 32256.

YOU AGREE THAT IF A COPY OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE IT WILL BE BINDING ON YOU AND, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF OUR FORM AFS-DAC-DS-2011.1 IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE DELIVERY AND ACCEPTANCE CERTIFICATE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS DELIVERY AND ACCEPTANCE CERTIFICATE, WE MAY PRODUCE A COPY OF THE DELIVERY AND ACCEPTANCE CERTIFICATE TRANSMITTED TO US BY FACSIMILE TRANSMISSION AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE. IF YOU DELIVER THIS DELIVERY AND ACCEPTANCE CERTIFICATE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS DELIVERY AND ACCEPTANCE HAS NOT BEEN CHANGED.

LESSEE: TAYLOR, CITY OF

By:

(Authorized Signature)

(Type/Print Name)

(Title)

(Date)

DELIVERY AND ACCEPTANCE CERTIFICATE - Attachment A

LESSEE: TAYLOR, CITY OF	LESSOR: FIRST-CITIZENS BANK & TRUST COMPANY
Street Address: 400 PORTER STREET	Address: 10201 Centurion Parkway North, Suite 100 Jacksonville, FL 32256
City, State, Zip: TAYLOR, TX 76574	Lease Number: 1861693

EQUIPMENT:

<u>Seller / Equipment Description / Equipment Location</u>
1. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 400 PORTER STREET, TAYLOR, WILLIAMSON, TX 76574
2. SHARCO TECHNOLOGIES / 1 AVAYA / IP Office // 109 W 5TH ST, TAYLOR, WILLIAMSON, TX 76574
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Page 1 of 2

**PLEASE SEND ONE COPY OF THE COMPLETED FORM TO YOUR BROKER
AND RETURN ONE COPY TO US.**

**CERTIFICATE OF APPROPRIATIONS
STATE AND LOCAL GOVERNMENT**

I, _____ do hereby certify that I am the
(Name)
duly elected or appointed and acting _____ of
(Title)

TAYLOR, CITY OF ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain SLG Lease Agreement or SLG Lease Purchase Agreement identified by Lease Number 1861693 between Lessee and First-Citizens Bank & Trust Company or one of its affiliates or subsidiaries as lessor ("Agreement"), for the fiscal year ending _____, 20_____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this ____
_____ day of _____, 20_____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title



To facilitate the proper billing and crediting of your account, please complete this form and return it with the signed documents. Thank you.

BILLING INFORMATION REQUEST		
Lease Number:	1861693	
Customer Legal Name:	TAYLOR, CITY OF	
Billing Address:	Street Address	
	City, State, ZIP	
Purchase Order #(if applicable):		
Attention:		
Individual who will process payments	First Name	MI Last Name
Contact Email Address:		
Telephone Number:		
Individual who will process payments	(Area Code)	
Equipment Location(s):	1. Street Address	
If different from Billing Address	City, State, ZIP	
	2. Street Address	
	City, State, ZIP	
Are you sales/rental tax exempt?	[] Yes -- Tax exemption certificate attached.	
	[] No	
INVOICE PREFERENCE - PLEASE SELECT ONE OPTION		
Please select your Invoicing Preference below. If no selection is made, you will receive your invoice via standard U.S. Mail to the billing address provided.		
☐	Please sign me up for Electronic Invoicing - I would like to receive my invoice electronically at the email address provided above.	
	OR	
☐	Please send my invoice via standard mail - I would like to receive my invoice via U.S. Mail to the billing address provided above.	
If you would like your payments automatically debited from your bank account each billing period, please complete and return the separate Electronic Debit Form included in this document package. You will still receive an invoice containing the billing detail (either via email or standard mail, dependent upon your selected preference).		
Special Instructions:		
Customer Signature	Date	Type/Print Name & Title



City Council Meeting October 27, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 7
Agenda Title: Introduce Ordinance 2022-43, revising Council compensation

Council Action to be taken: Introduce the ordinance and make any modifications.

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

This item is to review the Council compensation by utilizing the Georgetown survey as the example and to finalize revisions to Council compensation.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

At the last Council meeting on October 13th, City Council reviewed the possible process options and methods to revise Council compensation. From the discussion, Council approved using the Georgetown survey to revise the compensation and to set the revised compensation by ordinance.

The Georgetown 2021 Council Compensation survey has a lot of information within the survey. In general, the survey attempts to compare various attributes and services each unique community is managing. Let me walk through this survey from left to right below.

- First, Second and Third Columns: These columns provide the name, population of the city and the number of employees for each entity.
- Fourth and Fifth Columns: This is the annual compensation for the Mayor and Council members.
- Sixth Columns: Provides detail on the number of regular meetings a month. Most are having two meetings a month.
- Seven, Eight and Nine: These columns listing Utilities, Public Library and Airport, is provided to get an understanding if all these communities are managing these areas. Most have all three in their community. The second highest answer provided was yes with Utilities/Library, but no on Airport.
- Lastly in the tenth column, this is a note column which contains some additional information as provided. There are three different general comments provided:

- **Utilities water and wastewater:** If you see this note, its stating that this city is providing these services. This is similar to the comparison columns for airport, library and utilities. Basically, what services are the city providing. **This does not mean they are giving water and wastewater or any utilities services for free or discounted to Council.** This only mean the city provides these services, and they are comparing the level of services between communities. In summary, none of the communities are giving free utility services or discounted.
- **Charter Provision:** In Pflugerville, it mentions the specific charter provisions the involving Council compensation. At the top it does mention Utilities-water on the notes, but this again is not something Pflugerville or other cities are providing free or reduced to Council members.
- **Summary of Compensation:** In Round Rock, San Marcos and Waco, the notes summarize the Council compensation further and mentions other reimbursements or benefits provided. These other compensations are vehicle allowances, Round Rock-Health insurance, reimbursements in San Marcos for expenses and travel stipend/tech items in Waco.

In summary, the Georgetown survey provides information on the following: general information, council compensation amounts, and type of services provided in each community.

Council will need to provide direction regarding the draft ordinance and any changes necessary.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Better compensation for Council based upon greater time commitment	• Budget increase

4. RECOMMENDATION

Council will need to provide direction regarding the draft ordinance and any changes necessary.

5. FUNDING SOURCE

General Fund

6. TIMELINE

November 10th final reading.

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

Do not modify Council compensation and remain at \$25/month.

8. ATTACHMENTS

- 7a. [Power point presentation](#)
- 7b. [Georgetown Survey](#)
- 7c. [2006 minutes adopting Council Compensation](#)
- 7d. [Draft Ordinance 2022-43](#)
- 7e. [Charter reference](#)

Council Compensation

10/27/2022 City Council meeting



Current Status

- Last meeting approved to bring back Georgetown Survey, as process to review
- Make any changes to draft ordinance
- Final adoption could be completed November 10th meeting
- Pay could be retroactive effective October 1st, recommended paying monthly moving forward



Georgetown Mayor and Councilmember Compensation Comparison - March 2021									
City	2020 Official Population	# of Employees	Mayor's Compensation (annual)	Council Compensation (annual)	# of Regular Meetings per Month	Utilities	Public Library	Airport	Notes
Bastrop									
Belton	22,833	170	\$1	\$1	2	Yes	Yes	No	Utilities - water and sewer
Cedar Park	82,460	480	\$0	\$0	2	Yes	Yes	No	Utilities - water and wastewater
College Station	124,710	little over 900	\$0	\$0	2	Yes	Yes	Yes	Travel expenses covered for Mayor and Council
Elgin									
Georgetown	75,132	736	\$21,600	\$16,800	2	Yes	Yes	Yes	736 - includes full time and part time regular employees
Hutto									
Killeen	130,000	1,300	\$2,400	\$1,200	2	Yes	Yes	Yes	2 libraries 2 airport - one commercial and one non-commercial
Lampasas	7,000	127	\$1	\$1	2	Yes	Yes	Yes	
Leander									
Liberty Hill	3,951	52	\$40,000	\$12,000	3	Yes	Yes	No	Utilities - water and wastewater
New Branufels	79,438	350	\$1,800	\$1,200	2	No	Yes	Yes	Annual total based on regular meetings only
Pflugerville	67,796	331	\$0	\$0	2	Yes	Yes	No	Utilities - water Charter Section 3.04: "Members of the city council shall serve without compensation, but shall be entitled to payment of or reimbursement for all necessary expenses incurred in the performance of official duties, upon approval by
Round Rock	119,605	952	\$14,400	\$11,400	2	Yes	Yes	No	Utilities - not electric Annual total = \$1000/month plus \$200/month vehicle allowance (Mayor) and \$750/month plus \$200/month vehicle allowance (Council) All members of Council also receive other benefits City employees get
San Marcos	66,952	700	\$26,400	\$23,400	2	Yes	Yes	Yes	Annual total = 1700/Month +500 for reimbursable expenses for Mayor and 1450/Month +500 for reimbursable expenses for Council
Taylor	17,383	166	\$300	\$300	2	Yes	Yes	Yes	\$25/month for both Mayor and council
Temple									
Waco	135,858	1,500	\$6,000	\$6,000	2 plus several committee meetings	Yes	Yes	Yes	Utilities - Water NO Salary; Council Received stipend of \$500 a month, travel, TML Membership, and provided with a I-Pad, I-Phone (Mayor and Council)

Questions



Mayor and Councilmember Compensation Comparison - March 2021									
City	2020 Official Population	# of Employees	Mayor's Compensation (annual)	Council Compensation (annual)	# of Regular Meetings per Month	Utilities	Public Library	Airport	Notes
Bastrop									
Belton	22,833	170	\$1	\$1	2	Yes	Yes	No	Utilities - water and sewer
Cedar Park	82,460	480	\$0	\$0	2	Yes	Yes	No	Utilities - water and wastewater
College Station	124,710	little over 900	\$0	\$0	2	Yes	Yes	Yes	Travel expenses covered for Mayor and Council
Elgin									
Georgetown	75,132	736	\$21,600	\$16,800	2	Yes	Yes	Yes	736 - includes full time and part time regular employees
Hutto									
Killeen	130,000	1,300	\$2,400	\$1,200	2	Yes	Yes	Yes	2 libraries 2 airport - one commercial and one non-commercial
Lampasas	7,000	127	\$1	\$1	2	Yes	Yes	Yes	
Leander									
Liberty Hill	3,951	52	\$40,000	\$12,000	3	Yes	Yes	No	Utilities - water and wastewater
New Braunfels	79,438	350	\$1,800	\$1,200	2	No	Yes	Yes	Annual total based on regular meetings only Utilities - water
Pflugerville	67,796	331	\$0	\$0	2	Yes	Yes	No	Charter Section 3.04: "Members of the city council shall serve without compensation, but shall be entitled to payment of or reimbursement for all necessary expenses incurred in the performance of official duties, upon approval by Utilities - not electric
Round Rock	119,605	952	\$14,400	\$11,400	2	Yes	Yes	No	Annual total = \$1000/month plus \$200/month vehicle allowance (Mayor) and \$750/month plus \$200/month vehicle allowance (Council) All members of Council also receive other benefits City employees get
San Marcos	66,952	700	\$26,400	\$23,400	2	Yes	Yes	Yes	Annual total = 1700/Month +500 for reimbursable expenses for Mayor and 1450/Month +500 for reimbursable expenses for Council
Taylor	17,383	166	\$300	\$300	2	Yes	Yes	Yes	\$25/month for both Mayor and council
Temple									
Waco	135,858	1,500	\$6,000	\$6,000	2 plus several committee meetings	Yes	Yes	Yes	Utilities - Water NO Salary; Council Received stipend of \$500 a month, travel, TML Membership, and provided with a I-Pad, I-Phone (Mayor and Council)

The City Council of the City of Taylor met on August 29, 2006, at City Hall, 400 Porter St., Taylor, Texas. Mayor Bernabe Gonzales declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem Donald Hill
 Council Member Rod Hortenstine
 Council Member Ella Jez
 Council Member John McDonald

Frank Salvato, City Manager
 Assistant City Manager, Jim Dunaway
 City Attorney, Ted Hejl
 City Clerk, Susan Brock

INVOCATION

Council Member Hortenstine led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

No citizens came forward during this time.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. CONDUCT SECOND PUBLIC HEARING ON AD VALOREM TAX RATE AND 2006-2007 BUDGET.

a) Ordinance 2006-18 fixing and levying ad valorem tax rate for tax year 2006-2007.

Assistant City Manager Jim Dunaway presented additional information regarding the proposed Tax Rate. For clarification, he developed a comparison chart indicating the specific amount of tax increase from last year. With the rate set at \$0.795000 the actual rate for Maintenance and Operations (M&O) will increase while the Interest and Sinking (I&S) will decrease resulting in an overall \$7.06 increase in taxes for the average priced home* in Taylor (*NOTE: The Williamson County Appraisal District (WCAD) provided the average priced home at \$82,922 for comparison.)

TAX RATE COMPARISON

RATE	BREAKDOWN		\$100,000 HOME		TOTAL TAXES PAID	\$82,922 HOME*		TOTAL TAXES PAID
	M&O	I&S	M&O	I&S		M&O	I&S	
2005-06								
\$0.786500	\$0.569800	\$0.216700	\$569.80	\$216.70	\$786.50	\$472.49	\$179.69	\$652.18
2006-07								
\$0.795000	\$0.596530	\$0.198470	\$596.53	\$198.47	\$795.00	\$494.66	\$164.58	\$659.24
TOTALS								
+\$0.008500	+\$0.02673	-\$0.01823	+\$26.73	-\$18.23	+\$8.50	+\$22.17	-\$15.11	+\$7.06

*2006-07 Average Homestead Value per WCAD

However, according to state law the Ordinance adopting the tax rate and the public newspaper ad must include a statement regarding the effect the increase will have on a \$100,000 home and only includes the M&O figure, potentially creating confusion for the public.

Using this information, the Ordinance and announcement must read: "THIS RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$26.73".

Mayor Gonzales declared the Public Hearing open and invited those present to come forward. With no public comment, Mayor Gonzales declared the Public Hearing closed.

b) Ordinance 2006-19 adopting the 2006-2007 annual budget excluding "Contributions to Civic Programs".

Mr. Dunaway had no new information related to the budget other than what Ms. Starla Hall, Director of Human Resources, presented regarding a proposed change in on call pay for public works employees. Based on this year's payroll calculations, staff is recommending a 2.5% increase in salary for those individuals affected by the change and to offset the loss of On-Call/Standby pay. According to staff calculations for hours worked this past year all but two of the employees will actually receive an increase in their annual pay with this change.

c) "Contributions to Civic Programs" from Ordinance 2006-19.

No new information was discussed regarding this item.

With no further comment or discussion, these items were accepted as presented.

2. CONSIDER RECOMMENDATION FROM CITIZEN'S ADVISORY COMMITTEE REGARDING COUNCIL COMPENSATION.

Susan Brock, City Clerk, presented a recommendation from the Citizen's Advisory Committee as a result of their meeting on August 21. The Committee discussed several options and encouraged Council Members to take advantage of the policy already in place that allows for reimbursement of expenses related to their duties as a Council Member. Using a survey of local area council salaries as a guideline, the Committee recommended that each Council Member receive \$12.50 per meeting not to exceed 2 meetings per month or a total of \$25 per month.

Mayor Pro Tem Hill moved to accept the recommendation of the Citizen's Advisory Committee for Council to receive \$12.50 per meeting not to exceed two meetings a month effective October 1, 2006. Council Member Jez seconded the motion. VOTE: Three voted AYE. Two voted NO (Council Members Hortenstine and McDonald). Motion passed.

3. CONSIDER AGREEMENT WITH TAYLOR CHAMBER OF COMMERCE REGARDING HOTEL/MOTEL TAX.

Mr. Salvato reminded Council that the existing contract with the Chamber of Commerce will terminate on November 10, 2006 and asked Council for direction in drafting a new contract. Several points were brought up for consideration including the establishment of a percentage of total funds to be allotted to the Chamber, annual renewal of the contract, and the possibility of redirecting some of the funds to city related projects such as the Moody Museum maintenance, signage, or the Arts.

Council agreed to pass on any decision on this item and to continue to work on drafting a new agreement.

ADJOURN

With no further business, Mayor Gonzales adjourned the meeting at 6:56 pm.

Bernabe Gonzales, Mayor

ATTEST:

Susan Brock, City Clerk

ORDINANCE NO. 2022-43

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS SETTING COMPENSATION FOR THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF TAYLOR AS PROVIDED UNDER THE CITY CHARTER OF THE CITY OF TAYLOR TO BE EFFECTIVE NOVEMBER 1, 2022.

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

SECTION 1.0: The City Council of the city of Taylor hereby sets the councilmember compensation at \$764.00 per meeting for councilmembers and \$982.00 per meeting for the mayor for attendance at regular meetings as set by ordinance provided council members shall not receive compensation for more than two meetings in any one month.

SECTION 2.0: As provided by the City Charter of the City of Taylor the city council is still entitled to reimbursement of necessary expenses incurred in the performance of their official duties when approved by Council.

SECTION 3.0: That the ordinance is hereby approved in all aspects and adopted to be effective October 1, 2022.

SECTION 4.0: 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 27th day of October, 2022.

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

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2022-43, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office on this ____ day of _____, 2022.

Dianna McLean
City Clerk

Sec. 4.5. Compensation.

Each Councilmember shall receive compensation for attendance at City Council meetings established by ordinance provided Council members shall not receive compensation for more than two (2) meetings in any one month. Councilmembers shall be entitled to reimbursement of necessary expenses incurred in the performance of their official duties when approved by the Council.



City Council Meeting October 27, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 8
Agenda Title: Receive Grant Update from Langford Community Management Services

Council Action to be taken: Receive presentation

Department Submitted: City Management

Staff Contact: Jeffery Jenkins, Deputy City Manager
Jessica Daidone, Langford Community Management Services

1. PURPOSE/DESCRIPTION

Receive update on grants activity in the city to include the past year, current status, and opportunities.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

City staff has continued to work with LCMS on several grant-funding opportunities, across multiple state and federal agencies, and on subsequently funded projects across Taylor. There has been a spike in grant funding opportunities and activity during the past couple of years. LCMS will provide an update on the status of these grants and our overall efforts this year.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
- Grant funding is an effective way to provide benefit to the city - Little to no risks in requesting funding	N/A

4. RECOMMENDATION

Accept report as presented.

City Staff recommends that the city continue to pursue grant funding opportunities as one mechanism for providing maximum benefit to the citizens of Taylor.

5. FUNDING SOURCE

State/Federal/Foundations

6. TIMELINE

Assorted Application/Program Deadlines

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

8. ATTACHMENTS

8a. [Langford PowerPoint presentation](#)

City of Taylor Current Projects & Funding Opportunities



Presented by: Langford Community Management Services, Inc.

October 27th, 2022



Current Projects

- General Land Office (GLO) – CDBG-Mitigation
- Texas Water Development Board (TWDB) – Flood Infrastructure Fund (FIF)
- Texas Department of Emergency Management (TDEM) – HMGP
- Community Development Block Grant (CDBG) – WILCO
- Texas Department of Housing & Community Affairs (TDHCA) – HOME
- Texas Parks & Wildlife Department (TPWD) – PARKS Program

General Land Office (GLO) CDBG-Mitigation Project:

- Regional detention and channel improvements within the Bull Branch and Mustang Creek watersheds.
- Grant: \$5,555,330.00; Local: \$2,188,388.03 (TWDB Funds)
- GLO Contract: 4/12/2022 - 5/31/2025
- Environmental Assessment in process
- Engineering Design in process, 60% complete



Texas Water Development Board (TWDB) - Flood Infrastructure Fund (FIF)

- Bull Branch Detention/Donna Channel Improvements & Travis & Franklin Street Drainage Improvements
- Total funding: \$5,990,000.00
 - Grant: \$900,000.00
 - 0% Loan: \$5,090,000.00
- Anticipating going to TWDB Board in December 2022



Texas Division of Emergency Management (TDEM) - HMGP

- Emergency Generators - DR-4485
 - Grant: \$161,840.20; Local Funds: \$16,184.02
 - Mobile Generator at Lift Stations and Fixed Generator at the Maintenance/Control Building
 - Final Request for Information (RFI) submitted on 9/21/2022
- Kimbro/Shaw Drainage Improvements - DR-4586
 - Application Submitted: 11/19/2021
 - Grant: \$4,614,114; Local Funds: \$1,104,254.00
 - Pending TDEM and FEMA Review
- Kimbro/Shaw Drainage Improvements - DR-4485
 - Application Submitted: 5/05/2022
 - Resubmitted same Dr-4586 project



Community Development Block Grant (CDBG) - WILCO

- Highland Dr. Water Main Line (FY 2021 CDBG-CV)
 - Contract executed: 8/5/2022
 - \$960,000.00 (\$800,000 + \$160,000 from FY 2020 award)
 - Engineering Design in Process
 - Environmental Assessment in Process

Texas Department of Housing and Community Affairs (TDHCA) - HOME Program

- Total Homes built in Taylor: Estimated 32 homes in the past 10 years
- 4 Homes approved for FY2023
- Local Funds: Vary between \$60,000 - \$65,000 per home



Before:



After:



Texas Parks & Wildlife Department (TPWD) - PARKS Program

- Taylor Regional/Doak Park
 - Grant: \$500,000; Local Funds: \$500,000
 - Park Improvements completed, ribbon cutting is scheduled for **October 26th, 2022**
- Percussion Park
 - Grant: \$107,000; Local Funds: \$107,000
 - Park Improvements Substantially complete



Funding Opportunities

- **GLO Resilient Community Program (RCP)**
 - Sidewalks/Trails/ADA Plan
 - Grant: \$300,000; Local Funds: \$0.00
 - No application deadline, first come first serve
 - ADA Plan can be part of plan
- - Once submitted estimate 6 months to find out if awarded
- **TxDOT - Transportation Assistance**
 - Preliminary Applications Due: December 2022 (High level Summary & Budget)
 - April 2023 - Detailed Applications Due
 - 20% Local Match
- - Sidewalk Grant: Likely MLK Sidewalk or Mallard Project
- **TxDOT - Reconnecting Communities**
 - Apply in October 2023 (Funding released each year until 2026)
 - Planning or Capital Grants
- - Researching see if opportunities to better connect Taylor
- **CDBG - WILCO**
 - Applications will be due in Spring 2023
- - Southwood Hills Disinfection Station- over next two application rounds



City Council Meeting October 27, 2022 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 9

Agenda Title: Consider granting special event co-sponsor status for the annual Dr. James L. Dickey Day Celebration sponsored by the Blackshear/O.L. Price Ex-Student Association.

Council Action to be taken: Consider co-sponsorship

Department Submitted: Development Services – Main Street

Staff Contact: Jan Harris, Main Street Manager

1. PURPOSE/DESCRIPTION

The purpose is to grant City co-sponsored special event status to the annual Dr. James L. Dickey Day Celebration.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Blackshear/O.L. Price Ex-Students Association has requested City co-sponsored special event status for their annual Dr. James L. Dickey Day Celebration for the purpose of displaying banners promoting the event on City-owned property such as Heritage Square and the Taylor welcome signs.

The Blackshear/O.L. Price Ex-Students Association is a domestic non-profit organization which annual sponsors the Dr. James L. Dickey Day Celebration and Health Fair. Dr. Dickey (1893-1959) was an advocate for health care and civil rights in Taylor and was recognized for his tireless efforts to improve the lives of African Americans there. He created a vaccination program to fight a typhoid fever outbreak that occurred in 1933 and established a prenatal and venereal disease clinic. Additionally, Dr. Dickey worked with others in Taylor to develop a community center and recreational facilities for young African Americans.

The sponsors of this special event will be required to follow the rules of the City of Taylor's sign ordinance pertaining to the size, number, and placement of these banners. They will also be required to obtain the appropriate City sign permits for banners prior to their installation.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Event has a positive impact on the quality of life for the citizens of Taylor. • In the light of the loss by arson of the Dr. James L Dickey home, it is important to continue remembering and celebrating the life of a man who made such a positive and lasting impact on the lives of generations of Taylorites of African American heritage.	• There are no known cons to these requests.

4. RECOMMENDATION

Staff recommends that the request for City co-sponsored special event status be granted for the Dr. James L. Dickey Day celebration.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

N/A