AGENDA

CITY OF TAYLOR, TEXAS
CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET
SEPTEMBER 26, 2024, 6:00 PM

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

- Fire Prevention Week proclamation
- National Night Out proclamation
- Hispanic Heritage Month proclamation

CITIZENS COMMUNICATION

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

BOARDS & COMMISSION PRESENTATION

1. Library Advisory Board update. *Karen Ellis*

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.)

2. Approve minutes from the September 12, 2024 regular Council Meeting. *Dianna McLean*
3. Consider Ordinance 2024-38 Establishing Fees for City Services for Fiscal Year 2025. *Jeff Wood*
4. Consider TML Region 10 Director Election Ballot Vote from the City of Taylor. *Jeffery Jenkins*
5. Consider TML Intergovernmental Risk Pool Board of Trustees Election Ballot Vote from the City of Taylor. *Jeffery Jenkins*
6. Consider the Amended and Restated Cooperative Agreement with Williamson County and Cities Health District. *Jeffery Jenkins*

7. Consider approving resolution R24-26 awarding a contract for HOME Program management services to Langford Community Management Services. *Tom Yantis*

PUBLIC HEARINGS / ORDINANCES

8. Hold a public hearing and introduce Ordinance 2024-43 regarding a request for an Infill Neighborhood Plan generally located at 215 Commercial Drive. *Scott Dunlop*

9. Hold a public hearing and introduce Ordinance 2024-44 regarding a request for an amendment to the Neighborhood Plan referred to as Davis Tract Phase 2, generally located west of Backwood Pass. *Scott Dunlop*

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

10. Receive the Chamber of Commerce Report and the Hotel Occupancy Tax Budget presentation. *Jeffery Jenkins, Tia Stone*

11. Consider renewal of the Publicity and Tourism Agreement with the Taylor Chamber of Commerce. *Jeffery Jenkins*

12. Conduct a public meeting and receive an update presentation from Langford Community Management Services and HDR Engineering regarding the Resilient Communities Program (RCP) Grant. *Jeffery Jenkins, Jerri Conrado, Leslie Pollack*

13. Consider Task Orders 56, 57 and 58 with HDR Engineering, Inc., and enter into an Interlocal Agreement with Taylor Economic Development Corporation for reimbursement. *Brian LaBorde*

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 September 23, 2024 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: September 23, 2024

Proclamation

FIRE PREVENTION WEEK 2024

WHEREAS, the City of Taylor, Texas is committed to ensuring the safety and security of all those living in and visiting Taylor; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, Taylor residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Taylor residents should test smoke alarms at least once a month.

WHEREAS, the Taylor Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2024 Fire Prevention Week ™ theme, “Smoke alarms: Make them work for you.™,” serves to remind us the importance of having working smoke alarms in the home.

THEREFORE, BE IT RESOLVED that I, Mayor Dwayne Ariola, do hereby proclaim October 6 - 12, 2024, as Fire Prevention Week, and I urge all the people of Taylor to make sure their homes have working smoke alarms, and to support the many public safety activities and efforts of the Taylor Fire Department.

PROCLAIMED this the 26th day of September, 2024.

_____

Dwayne Ariola, Mayor

Proclamation

NATIONAL NIGHT OUT

WHEREAS, the National Association of Town Watch is sponsoring a national crime, drug and violence prevention program on Tuesday, October 1, 2024, entitled "National Night Out"; and

WHEREAS, the 39th Annual National Night Out provides an opportunity to join with other communities in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the City of Taylor plays a vital role in assisting the Taylor Police Department through joint crime, drug and violence prevention efforts in Taylor; and

WHEREAS, all citizens of Taylor must be aware of the importance of crime prevention programs and the impact their participation has on reducing crime, drugs and violence in Taylor; and

NOW, THEREFORE, as Mayor of the City of Taylor, I do hereby proclaim October 1, 2024, as "NATIONAL NIGHT OUT" in the City of Taylor and urge all citizens of Taylor to become aware of and support this worthwhile community event.

Proclaimed this 26th day of September 2024.

_____

Dwayne Ariola, Mayor
City of Taylor

Proclamation

Hispanic Heritage Month
September 15-October 15, 2024

WHEREAS, Hispanic Americans represent a vibrant part of our local and national communities, and

WHEREAS, we honor their rich heritage, family traditions, and celebrate their achievements; and

WHEREAS, to honor these achievements the Congress of the United States has designated September 15 through October 15 as "National Hispanic Heritage Month."; and

WHEREAS, contributions made by Hispanic Americans have enriched the heritage of our City; and

WHEREAS, during Hispanic Heritage Month everyone is encouraged to recognize the common American ideals of freedom, equality and justice for everyone.

NOW, THEREFORE, on this the 26th day of September, on behalf of the City Council of the City of Taylor, I do hereby proclaim September 15-October 15 as

Hispanic Heritage Month

and encourage the citizens of Taylor to join the City Council in recognizing the contributions and influence of Hispanic Americans to the history, culture, and achievements of the City of Taylor, the State of Texas, and the United States.

Signed this 26th day of September 2024.

_____
Dwayne Ariola, Mayor
City of Taylor

City Council Meeting
September 26, 2024
Transmittal Letter

STRATEGIC PILLAR
Quality of Life

Agenda Item Number: 1.

Agenda Title: **Library Advisory Board update.**

Council Action to be Taken: Receive presentation.

Department Submitted: Library

Staff Contact: Karen Ellis, Director

1. PURPOSE / DESCRIPTION

Upon request by the City Council, the Chair of the Library Advisory Board will provide an update of the Library Advisory Board activities and accomplishments over the past fiscal year.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Library Advisory Board has a diverse membership of 7 board members representing the Taylor area. Residency is not a requirement for the Library Advisory Board.

3. PROS and CONS

PROS	CONS
• Library Advisory Board serves to represent the interests of the Taylor area community; • To assist the Library Director with policies and planning • To receive input from patrons; • To support the Library & promote its many services.	•

4. RECOMMENDATION

Receive the Library Board update as presented.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. Taylor Public Library update

TAYLOR PUBLIC LIBRARY

Presentation by the Taylor Public Library Advisory Board

- A lending library has been in Taylor since 1889.
- Taylor's first literary club, The Sesame Circle, stated in its constitution: "The object of this Circle shall be for the purpose of studying such subjects as the Circle shall deem proper, and the founding of a public library in Taylor."
- Currently, library cards are free for: Students who go to Taylor Schools; Citizens of Taylor (living within City Limits)
- Paid library cards are available at a nominal cost for those who live outside of the Taylor City limits.

Updates at the Taylor Public Library

Over the last fiscal year, the Library has updated the Library Meeting Room with new carpet tiles, light yellow paint on the walls and new stacking chairs and folding tables.

It is the Library Director's goal to re-imagine some less utilized spaces in the library, as budget allows.

Review of Library Policies

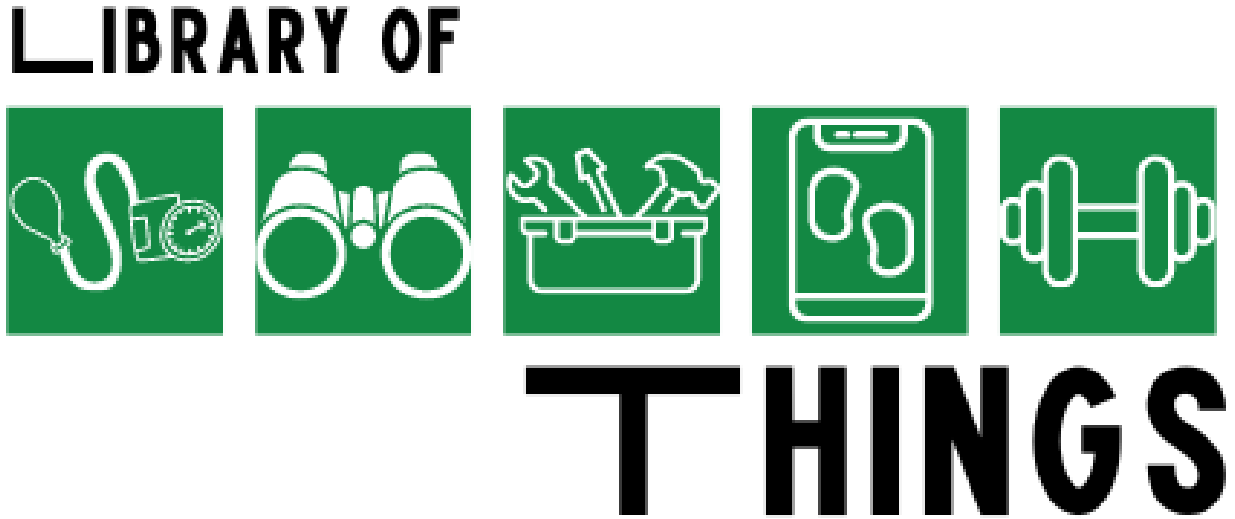
- The Library Advisory Board has undertaken the review of the Library's policies:
  - Consistency within the policy itself: ages of users, services provided, etc.
  - Consideration of new policies as needed: Library of Things collection
  - Annual updates of policies required by the Texas State Library & Archives Commission:
    - TexShare Card Program participation
    - Accreditation by the Texas State Library & Archives Commission (annual application)
    - Participation in TSLAC grant programs

New services requiring policy:

Library of Things

Policy needed for this new collection & related circulation restrictions.

This includes items such as health related devices (blood oxygen sensor; blood pressure cuff; pedometers; basic tool kit, hand weights, memory kits, binoculars, etc. More **things** coming!



St. David's Foundation Grant

The Library Director submitted a grant to participate in the Libraries for Mental Health initiative.

The Library is still in year 2 for this grant program and have utilized the funding for the following:

- Peer Support Specialist available at the Taylor Public Library by appointment or drop-in
- Purchase of materials to facilitate programming.
- Paid service providers: Free chair yoga programming and free chair massage.
- And more to come.

City Council Meeting
September 26, 2024
Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 2.

Agenda Title: **Approve minutes from the September 12, 2024 regular Council Meeting.**

Council Action to be Taken: Approve as submitted or amend with changes noted.

Department Submitted: City Clerk

Staff Contact: Dianna McLean, City Clerk

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

NA

3. PROS and CONS

PROS	CONS
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. September 12, 2024 Meeting Minutes

City of Taylor
Regularly Scheduled City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
September 12, 2024 at 6:00 p.m.

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

Mayor Pro-Tem Kelly Cmerek
Council Member Robert Garcia
Council Member Shelli Cobb
Council Member Gerald Anderson
Mayor Dwayne Ariola

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

INVOCATION

PLEDGE OF ALLEGIANCE

Brian LaBorde introduced Scott Dunlop, the new Development Services Director.

PROCLAMATIONS/RECOGNITIONS

- **Library Card Sign Up Month proclamation.**
  Mayor Pro-Tem Cmerek read the proclamation and presented it to Karen Ellis, Library Director.

CITIZENS COMMUNICATION

Sue Rendon – concerned about road repairs on 2nd Street and the traffic affecting access to her driveway.
Stacey Stork – requested Council keep a focus on streets and infrastructure in the new budget.
Ian Davis – requested reallocation of money for the mini-golf and would like to see canopy shade.
Janetta McCoy – requested consideration of mini-golf facility.

CONSENT AGENDA

1. **Approve minutes from the August 22, 2024 regular Council Meeting.**
2. **Concur with Monthly Financial Report for July 2024.**
3. **Consider Ordinance 2024-39 for a Special Use Permit to allow lodging without a full-time, onsite operator located at 520 W. 10th Street.**
4. **Consider Ordinance 2024-40 regarding a request for an Employment Center Plan referred to as Taylor 50, generally located at 369C CR 395.**
5. **Consider Ordinance 2024-41 regarding amendments to the City of Talyor Land Development Code to correct errors and provide clarification to the following chapters: Chapter 1 – Intent & General Provisions, Chapter 2 – Development Process, Chapter 3 – Neighborhoods, Additions, Subdivisions, Chapter 4 – Place Type Zoning, Chapter 5 – Private Lot Development Standards, Chapter 6 – Historic Preservation, and Chapter 7 - Definitions.**
6. **Consider Ordinance 2024-42 modifying one element of the current noise ordinance relating to hours of construction.**
7. **Consider Approval of Auditing Services for the FY2024 Audit with Brooks Watson & Company.**

8. **Consider amending the annexation development agreement between the City of Taylor and Mark and Cheryl Frederick.**

Motion was made by Councilmember Anderson to approve the consent agenda items as presented. Motion was seconded by Councilmember Mayor Pro-Tem Cmerek. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

9. **Consider Ordinance 2024-36 Adopting the Annual Budget for the Fiscal Year 2025.**
Jeff Wood, Chief Financial Officer – presented the ordinance for the final draft of the budget.

Motion was made by Councilmember Anderson to adopt Ordinance 2024-36 adopting the FY2024/2025 budget as presented. Motion was seconded by Councilmember Garcia.

Mayor Ariola asked the City Clerk to call for a record vote.
Councilmember Anderson voted Yes.
Councilwoman Cobb voted No.
Mayor Ariola voted Yes.
Mayor Pro-Tem Cmerek voted Yes.
Councilmember Garcia voted Yes.

The motion carried 4 to 1.

Jeff Wood, Finance Director – explains that the FY 2025 budget raises $2,924,500.00 more in revenue from property taxes than the FY 2024 Budget.

Motion was made by Councilmember Anderson to ratify that the FY 2025 budget raises $2,924,500.00 more in revenue from property taxes than the FY 2024 Budget. Motion was seconded by Mayor Pro-Tem Cmerek. Motion carried 4 to 1 with Councilwomen Cobb opposing.

10. **Conduct a Public Hearing Regarding Fixing and Levying the Ad Valorem Tax Rate for the 2024 Tax Year (FY 2025).**
Jeff Wood, Chief Financial Officer – The proposed FY25 Budget is based on a tax rate of $0.591368 per $100 of valuation. This tax rate is higher than the no new revenue tax rate, therefore the City is required to hold one public hearing.

Mayor Ariola opened the public hearing at 6:50pm.
Gary Gola
With no one else appearing, the public hearing was closed at 6:53pm.

11. **Consider Ordinance 2024-37 Fixing and Levying Ad Valorem Tax for the 2024 Tax Year (FY 2025).**
Jeff Wood, Chief Financial Officer – Once the Budget has been adopted, Council must take action to approve the tax rate required to support that budget.

Motion was made by Councilmember Anderson stating: " I move that the property tax rate be increased by adopting Ordinance 2024-37 with a tax rate of $0.591368 per $100 of valuation,

which is effectively a 6.76% increase in the tax rate." Motion was seconded by Councilmember Garcia.
Mayor Ariola asked the City Clerk to call for a record vote.
Councilmember Anderson voted Yes.
Councilwoman Cobb voted No.
Mayor Ariola voted Yes.
Mayor Pro-Tem Cmerek voted Yes.
Councilmember Garcia voted Yes.

Motion carried 4 to 1.

12. **Consider Introducing Ordinance 2024-38 Establishing Fees for City Services for Fiscal Year 2025.**
Jeff Wood, Chief Financial Officer – went over the changes and stated this ordinance is to amend the current fee schedule for FY 2025.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2024-38

AN ORDINANCE AMENDING ORDINANCE NO. 2023-42 ADOPTED ON SEPTEMBER 28, 2023 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

13. **Receive an update on the Parks Master Plan and Capital Improvement Plan.**
Tyler Bybee, Parks & Rec Director – gave a presentation on the completed and future park projects and updates to the Parks Master Plan and CIP plan.

Motion was made by Councilmember Anderson to receive the update to the Parks Master Plan and CIP plan as presented. Motion was seconded by Mayor Pro-Tem Cmerek. Motion carried unanimously.

14. **Consider canceling or rescheduling the October 10, November 28, and December 26, 2024 regularly scheduled City Council meetings.**
Dianna McLean, City Clerk – stated that the first regularly scheduled meeting in October conflicts with the TML Annual Conference, the second regularly scheduled meeting in November conflicts with Thanksgiving holidays, and the second regularly scheduled meeting in December conflicts with the Christmas holidays.

Motion was made by Councilmember Garcia to cancel the October 10th, November 28th, and December 26th regularly scheduled Council meetings and to have special called meetings optional. Motion was seconded by Councilmember Anderson. Motion carried unanimously.

ADJOURN
With no further business Mayor Ariola declared the meeting adjourned at 7:52p.m.

_____
Dwayne Ariola, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

City Council Meeting September 26, 2024 Transmittal Letter

STRATEGIC PILLAR
Economic Vitality

Agenda Item Number: 3.

Agenda Title: **Consider Ordinance 2024-38 Establishing Fees for City Services for Fiscal Year 2025.**

Council Action to be Taken: Consider the Adoption of Ordinance 2024-38

Department Submitted: Finance

Staff Contact: Jeff Wood, Chief Financial Officer

1. PURPOSE / DESCRIPTION

This agenda item is to consider the adoption of Ordinance 2024-38 to amend the current fee schedule for Fiscal Year 2025.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The proposed Ordinance 2024-38 is amending Ordinance 2023-42 to establish the fee schedule for FY 2025.

The following sections have changes to their respective fees:

- Airport
- Cemetery
- Miscellaneous
- Parks and Recreation
- Development Services
- Solid Waste Collection
- Water and Wastewater

The proposed fee schedule and summary of changes were presented to Council on September 12, 2024; and Ordinance 2024-38 was introduced. All other fees will remain unchanged.

3. PROS and CONS

PROS	CONS
• Revise fee schedule to maintain fees at a level commensurate with their respective cost of services. • Account for new services and remove services no longer offered.	• If unrevised for FY 2025, more substantial changes may be required in the future to compensate for any cost of service deficits. • Without an increase in fees, some departments may not have enough funding.

4. RECOMMENDATION

Staff recommends that Council adopt Ordinance 2024-38 to establish fees for city services for FY 2025.

5. FUNDING SOURCE

N/A

6. TIMELINE

Ordinance 2024-38 was introduced on September 12, 2024. Staff recommend adoption of the ordinance for the September 26, 2024 meeting with an effective date for the new fee schedule of October 1, 2024.

7. OTHER OPTIONS

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

8. ATTACHMENTS

1. Amended Fee Ordinance 2024-38
2. Exhibit A Fee Schedule

ORDINANCE NO. 2024-38

AN ORDINANCE AMENDING ORDINANCE NO. 2023-42 ADOPTED ON SEPTEMBER 28, 2023 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

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

SECTION 1.0 That the certain rates and fees for services provided by the city, for the support of the general government of the City of Taylor, Texas be amended in accordance with the changes shown in the attached Exhibit A – FY 2025 Fee Schedule.

SECTION 2.0 That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to Ordinance No. 2023-42.

SECTION 3.0 All other provisions of Ordinance No. 2023-42 shall remain in full force and effect.

SECTION 4.0 In accordance with Article VIII of the City Charter, Ordinance 2024-38 was introduced before the Taylor City Council on the 12th day of September, 2024.

SECTION 5.0 This Ordinance shall be in full force and effect beginning October 1, 2024.

PASSED, APPROVED, and **ADOPTED** on the _____ day of September 2024.

_____
Dwayne Ariola, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

_____
Mark J. Schroeder, City Attorney

City of Taylor - FY 2025 Fee Schedule for City Services

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Municipal Airport Fee Schedule

1. Hanger and Tie Down Rental	Inventory	Monthly Fee
A. Hangar A	9 Units	$ 315
B. A-6 (Airport Equipment)	1 Unit	$ -
C. Hangar B	6 Units	$ 211
D. Hangar C	12 Units	$ 441
E. C-A (Airport Storage)	1 Unit	$ -
F. C-B (Building Maintenance)	1 Unit	$ 297
G. Hangar D	12 Units	$ 441
H. D-A (Fleet Maintenance)	1 Unit	$ 297
I. D-B (Building Maintenance)	1 Unit	$ 297
J. Hangar E	8 Units	$ 441
K. E-1 & E-7	2 Units	$ 532
L. E-6 & E-12	2 Units	$ 593
M. Hangar F	12 Units	$ 460
N. Hangar F-6A	1 Units	$ 297
O. Tie Downs	25	$ 69
P. New Tie Downs	17	$ 69
Q. Over Night Tie Downs - **per night** if no fuel is purchased	4	$ 12
R. Late Payment fee, if not paid by due date		10%
S. Long Term ground lease for hangar construction		as negotiated

2. Fuel Sales

A. AV Gas LL100. Fee is determined by the City Manager.
B. Jet A. Fee is determined by the City Manager.

Animal Control Fee Schedule

		Fee
1. Animal Adoption	$	80
2. Annual Animal Registration		
A. If registration is done by veterinarian , the veterinarian retains $1.50 of the fee and remits remainder to the City. All veterinarian costs incurred are passed on to the owner.		
B. Dog/Cat - Altered (Spayed or neutered) proof is required. Fee is per tag.	$	5
C. Dog/Cat - Unaltered (Not spayed or neutered). Fee is per tag.	$	25
3. Boarding Fees (on or off-site). Fee is per day.	$	15
4. Chicken Permit	$	20
Please refer to City of Taylor, Code of Ordinances, Chapter 4 for definitions and guidelines regarding chickens. The Code of Ordinances is available on the City of Taylor website.		
5. Dangerous Dog/Vicious Animal Registration	$	50
Please refer to City of Taylor, Code of Ordinances, Chapter 4 for definitions and procedures regarding dangerous dogs/vicious animals. The Code of Ordinances is available on the City of Taylor website. Fee is per animal, per year.		
6. Owner Surrender		
A. Animal- Animal is heartworm negative, current on vaccinations, altered and deemed adoptable by Animal Control Supervisor. Fee is per occurrence.	$	40
B. Animal- Animal is heartworm negative and deemed adoptable by Animal Control Supervisor, however needs vaccinations and/or alteration. Fee is per occurrence.	$	80
C. Litters (under 10 weeks of age)	$	60
7. Pet Carrier cardboard box. Fee is per box.	$	3
8. Impound fee		
A. Live Animal. Fee is per occurrence.	$	35
B. Live Animal - After Hours. Fee is per occurrence.	$	50

City Cemetery Fee Schedule

		Fee
1. Grave Digging Fees		
A. Normal Size	Monday-Friday 9am - 3:30pm	$ 2,100
B. Normal Size	Saturdays	$ 2,250
C. Infant or Ashes	Monday-Friday 9am - 3:30pm	$ 1,000
D. Infant or Ashes	Saturdays	$ 1,150
E. Oversize	Monday-Friday 9am - 3:30pm	$ 2,400
F. Oversize	Saturdays	$ 2,550
G. Disinterment	Monday-Friday 9am - 3:30pm	$ 2,750
H. Disinterment	Saturdays	$ 3,100
2. Sale of Cemetery Spaces		
A. Adult		$ 1,750
B. Infant/Child or Ashes		$ 850
C. Deed Issuance (Filing Fee)		$ 50
3. Other Fees		
A. Location & marking of gravestone		$ 100
B. Location & marking of family stone or bench		$ 100
C. Transfer of lots/spaces by grantee		$ 150

Fire Fee Schedule

		Fee
1. Fire Department Permits/Fees		
A.	False Fire Alarm (residential or commercial after 3rd alarm). Fee is per occurrence.	$ 50
B.	Special Events (includes plans review and inspection; includes events on public or private property)	$ 100
C.	Outdoor burn in city limits - Approved application	$ 50
D.	Outdoor burn in city limits - Illegal (see Ordinance 2012-18 for penalty)	Fine
E.	Hydrant Flow Test (Taylor Fire Dept. Conducted)	$ 100
F.	Hydrant Flow Test (Taylor Fire Dept. Witnessed)	No Charge
2. Inspections		
A.	Annual Fire Safety Inspection (Commercial Businesses)	No Charge
B.	Annual Fire Safety Inspection (Commercial Businesses - First and Second Re-Inspection)	No Charge
C.	Assisted Living Facility Inspection	$ 50
D.	Day Care Facility Inspection	$ 50
E.	Nursing Home Inspection	$ 100
F.	Hospital Inspection	$ 100
G.	Foster/Adoption Home Inspection	$ 25
H.	Mobile/Food Trailer Inspection	$ 35

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

3. Plans Review		
A.	Fuel Distribution: Dispenser, Tank or Pipe Installation Plans Review	$ 100
B.	Fuel Distribution: Dispenser, Tank or Pipe Installation inspection / Test	$ 50
C.	First Re-Inspection	No Charge
D.	Second and Each Subsequent Re-Inspection	$ 100
E.	Fire Suppression System Plans Review (NFPA 13). Fee is per each system.	$ 300
F.	Fire Suppression System Plans Review (NFPA 13D & 13R). Fee is per each system.	$ 100
G.	Fire Suppression System Inspection / Test / Acceptance Test < 200 Heads	$ 100
H.	Fire Suppression System Inspection / Test / Acceptance Test > 200 Heads. Fee is per each head.	$ 0.50
I.	First Re-Inspection	No Charge
J.	Second and Each Subsequent Re-Inspection	$ 200
K.	Fire Alarm System Plan Review. Fee is per each system.	$ 100

Fire Fee Schedule

		Fee
L.	Fire Alarm System /test/acceptance test (up to 25 initial devices)	$ 50
M.	Fire Alarm System /test/acceptance test (every device beyond 25). Fee is per device.	$ 0.50
N.	First Re-Inspection	No Charge
O.	Second and Each Subsequent Re-Inspection	$ 100
P.	Kitchen vent hood suppression system plan review	$ 50
Q.	Kitchen vent hood suppression system / test /acceptance test	$ 50
R.	First Re-Inspection	No Charge
S.	Second and Each Subsequent Re-Inspection	$ 100
T.	LP tank storage installation plan review	$ 100
U.	LP tank storage inspection / test / acceptance	$ 50
V.	First Re-Inspection	No Charge
W.	Second and Each Subsequent Re-Inspection	$ 100
X.	Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.) plan review	$ 100
Y.	Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.)	$ 50
Z.	Building Plans, Site Plan, or Subdivision Plan Review, each.	$ 100
AA.	Fire Final Inspection	$ 100
BB.	Certificate of Occupancy Inspection (Existing building with no plans review)	$ 50

4. Fines for Negligent or Irresponsible Actions

1 A fine shall be charged for negligent, irresponsible, or otherwise unacceptable and malicious acts.

2 Charges may be filed in Municipal Court by the Taylor Fire Department, and a fine may be assessed.

3 Fines for such acts shall be assessed as follows:

- Misadventure and/or Deliberate Risk taking (each incident) $200 minimum plus Municipal Court Costs, if any.

- Failure to respond to Lawful Warning or Order (each occurrence) $200 minimum plus Municipal Court Costs, if any.

- Injury to Fire Personnel due to deliberate act (each injury) - Any and all medical costs incurred by the employee, rehabilitation costs, loss of income, and any further compensation that may be necessary.

- Damage to Fire Apparatus, equipment or property due to a deliberate act (each item)-The replacement cost of the individual item (see list).

		Fee
4	Outdoor Burn Fee (illegal) - Any burning that violates the city ordinance or state law not allowing burning thirty minutes before dawn or thirty minutes after dusk (see Ordinance 2012-18 for Penalty).	

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

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

5. Apparatus

A.	Aerial Apparatus (staffed with at least 2 personnel). Fee is per truck, per hour.	$	600
B.	Brush Truck (staffed with at least 2 personnel) Fee is per truck, per hour.	$	325
C.	Chief Vehicle (staffed with at least 1 person). Fee is per hour.	$	150
D.	Class A Pumper (Type I, II, or similar staffed with at least 2 personnel). Fee is per truck, per hour.	$	450
E.	Command Unit (staffed with at least 1 person). Fee is per hour.	$	150
F.	Heavy Rescue Truck (staffed with 2 personnel). Fee is per truck, per hour.	$	500
G.	Medical Response Vehicle (staffed with 2 personnel). Fee is per truck, per hour.	$	150
H.	Rehab (staffed with 1 personnel). Fee is per hour.	$	75
I.	Tender Apparatus (staffed with at least 2 personnel). Fee is per truck, per hour.	$	350

6. Personnel

A.	Fire Inspectors. Fee is per hour.	$	35
B.	Fire Investigators. Fee is per hour.	$	75
C.	Firefighter/EMT. Fee is per hour.	$	35
D.	Haz-Mat Tech. Fee is per hour.	$	40
E.	Incident Commander. Fee is per hour.	$	75
F.	Swift Water Team. Fee is per hour.	$	200

7. Equipment and Supplies

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

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

8. Motor Vehicle Incidents

	Level 1-	$	435

		Fee
Provides hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.		
Level 2-	$	495
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. Billed at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.		
Level 3- Car Fire	$	605
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.		
Level 4-	$	1,800
Includes Level 1& 2 services as well as extraction (heavy rescue tools, ropes, airbags, cribbing, etc.) Billed at this level if the fire department has to free/remove anyone from the vehicle(s) using any equipment. Will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. The level is to be billed only if equipment is deployed.		
Level 5-	$	2,200
Includes Level 1, 2 & 4 services as well as Air Care (multi-engine company response, mutual aid, helicopter). Billed at this level any time a helicopter is utilized to transport the patient(s).		
Level 6-		
Itemized Response: The city has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.		
9. Hazmat		
Level 1-	$	700
Basic Response: Claim will include engine response, first responder assignment, perimeter established, evacuations, set-up and command.		

		Fee
Level 2-	$	2,500
Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.		
Level 3-	$	5,900
Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of materials and contaminated equipment and material used at scene. Includes 3 hours of on scene time - ***each additional hour @ $300.00/Hazmat team.***		

10. Pipeline Incidents/Power Line Incidents

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

Level 1-	$	400
Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command. Includes inspection without damage or breakage.		
Level 2-	$	1,000
Intermediate Responses: Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, set-up and command. May include Hazmat team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair.		
Level 3- Itemized Claim Charges		

		Fee
	Advanced Response: Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command. May include Hazmat team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair to intermediate to major pipeline damage. May include set-up and removal or decon center, detection, recovery and identification of material. Disposal and environment clean up.	
11. Fire Investigation		
	Fire Investigation Team-	$ 275
	The claim begins when the Fire Investigator responds to the incident and is billed for logged time only. Fee is per hour.	
	Includes: Scene Safety, Investigation, Source Identification, K-9/Arson Dog Unit, Identification Equipment, Mobile Detection Unit, and Fire Report.	
12. Fires		
OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized per person, at various pay levels for itemized products used.		
This will be the most common "billing level". This occurs almost every time the fire department responds to an incident:		
A.	**Assignment-**	$ 400
B.	Includes: Scene Safety, Investigation, Fire/Hazard Control. Fee is per hour, per truck.	$ 500
13. Water Incidents		
	Level 1-	$ 400
	Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident. Fee is per hour, per rescue person.	
	Level 2-	$ 800

	Fee
Intermediate Response : includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. The City will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident. Fee is per hour, per rescue person.	
Level 3- ***Advanced Response:*** includes Level 1 and Level 2 services as well as D.A.R.T activation, donning breathing apparatus and detection equipment. Setup and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment cleanup. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Add $50 per hour, per rescue person plus $100 per hour per Hazmat team member to the fee.	$2,000
Level 4- ***Itemized Response:*** The City has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.	
14. Back Country or Special Rescue	
A. Minimum: $400 for the first response vehicle + $50/hr per rescue person.	
B. Additional Rates: $400/hr per response vehicle and $50/hr per rescue person.	
C. ***Itemized Response:*** each incident will be billed with custom mitigation rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.	
15. Chief Response:	$ 250
This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident. Fee is per hour.	
16. Miscellaneous:	
A. Engine. Fee is per hour.	$ 400
B. Truck. Fee is per hour.	$ 500
C. Miscellaneous equipment. Fee is per hour.	$ 300

Fire Fee Schedule

	Fee

Mitigation Rate Notes

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

Public Library Fee Schedule

1. Library Meeting Room

Should there be damages or cleaning needed, the deposit will NOT be refunded. In addition to the deposit, charges to defray clearing or repairs or loss of equipment will be charged to the responsible group.

	Fee
A. Refundable Deposit	$ 300
B. Individuals/Non Profit - First two hours.	$ 200
C. Individuals/Non Profit - Each additional hour.	$ 100
D. Business/Commercial - First two hours.	$ 300
E. Business/Commercial - Each additional hour.	$ 150

2. Library Fees

A. Library card - Non-resident Individual. Fee is per year.	$ 10
B. Library card - Non-resident Family. Fee is per year.	$ 25
C. Library card - Resident	No Charge
D. Library card - replacement (1st replacement)	$ 2
E. Library card - subsequent replacement cards	$ 5
F. Copies - Black & White. Fee is per impression.	$ 0.25
G. Copies - Color. Fee is per impression.	$ 0.50
H. Overdue book. Fee is per day with a $5 maximum.	$ 0.10
I. Lost or damaged book	Cost to replace/repair
J. Processing fee for lost or damaged book(s). Fee is per book, non-refundable.	$ 5
K. PayPal online processing fee	$ 1

Miscellaneous Fee Schedule

	Fee
1. Taxicab	
A. Vehicle permit fee	$ 150 per vehicle
B. Taxicab driver's permit	$ 25 per year
C. Horse drawn carriage permit	$ 25 per 6 months
D. Non-Motorized (Ex. Pedal Cabs)	$ 25 per vehicle
2. Special Events	
Special event fees will be calculated based on the planned event activities, staffing requirements and whether any street closure(s) are required. Fee will be individually calculated.	
3. Processing Fee for Credit Card Payments made in-house or online. Rate varies depending on transaction type.	$4.5 or 4.5%
4. Film Production Fees	
Activity:	
A. Film Application Fee.	$ 25 per day
B. Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	$ 500 per day
C. Partial, non-disruptive use of a public building, park, right-of-way, or public	$ 250 per day
D. Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	$ 50 per day
E. Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	$ 25 per day
F. Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles.	$ 50 per day
G. Filming (+min of one police officer & vehicle at rates specified under police Dept. Fees).	$ 250 per day
5. Administrative fees	
Administrative fees - all departments	
A. B/W copies (standard letter size)	$ 0.10 per page
B. B/W copies (legal or larger size)	$ 0.50 per page
C. Color copies (legal or larger size)	$ 0.25 per page
D. Color copies (standard letter size)	$ 0.50 per page
E. Specialty Paper (Mylar, Bluepribt, etc.)	Actual Cost

Parks & Recreation Fee Schedule

	Refundable Deposit	Fee
Public Facility Rental		
1. Murphy Park:		
A. Upper Pavilion - Resident (per day)	$ 100	$ 150
B. Lower Pavilion - Resident (per day)	$ 75	$ 130
C. Upper Pavilion - Non-Resident (per day)	$ 100	$ 185
D. Lower Pavilion - Non-Resident (per day)	$ 75	$ 165
E. Upper Pavilion - Non-Profit (per day)	$ 100	$ 75
F. Lower Pavilion - Non-Profit (per day)	$ 75	$ 65
G. Pavilion (Near Pickleball & Tennis) - old BBQ	$ -	$ 35
H Band Stand	$ -	$ 35
2. Robinson Park: Pavilion (per day)		$ 35
3. Bull Branch Park: Pavilion (per day)		$ 35
4. Taylor Regional Park: Pavilion (per day)		$ 35
5. Heritage Square: Amphitheater		
A. half day (less than 4 hours)	$ 500	$ 125
B. full day (4 hours or more)	$ 500	$ 250
C. half day (non-profit rate*)	$ 500	$ 62.50
D. full day (non-profit rate*)	$ 500	$ 125
6. Heritage Square: Pavilion		
A. half day (less than 4 hours)	$ 300	$ 75
B. full day (4 hours or more)	$ 300	$ 150
C. half day (non-profit rate*)	$ 300	$ 37.50
D. full day (non-profit rate*)	$ 300	$ 75
*Non-profit renter must be able to produce proof of non-profit status.		
7. Dickey-Givens Community Center		
A. 1/2 Day (6 Hours) - Resident	$ 200	$ 120
B. Whole Day (11 Hours) - Resident	$ 200	$ 240
C. Additional Two Hours Fri/Sat Only - Resident		$ -
D. 1/2 Day (6 Hours) - Non-Resident	$ 300	$ 160
E. Whole Day (11 Hours) - Non-Resident	$ 300	$ 320
F. Additional Two Hours Fri/Sat Only - Non-Resident		$ 80
G. 1/2 Day (6 Hours) - Non-Profit	$ 200	$ 75
H. Whole Day (11 Hours) - Non-Profit	$ 200	$ 125

		Fee
I.	Additional Two Hours Fri/Sat Only - Non-Profit	$ -

8. Public Property

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

Recreation Fees

9. Swimming Pool Admission: (Doris Roznovak Aquatic Center)

A.	Children (3 and under)		Free
B.	Children (4 to 12 years old)	$	2
C.	Adults (13 to 59 years old)	$	3
D.	Seniors (60 and over)	$	2
E.	Family Passes - 30 admissions	$	45
F.	Family Passes - 60 admissions	$	90

10. Pool Rental for Parties:
The YMCA will pay the City the regular admission price paid for each person attending parties.

11. Pool use for daycares and day camps:
The YMCA will pay the City the regular admission price paid for each daycare child or day campers attending the pool.

12. Pool use for YMCA members:
The YMCA will pay the City appropriate gate fee for each member of the YMCA attending the

13. Swim Lessons:
The YMCA will pay the City $5.00 for each swim lesson participant.

General Use of Athletic Fields:

14. Taylor Regional Park & Sports Complex

A.	Deposit	$	100
B.	Hourly Use. Fee is per hour, per field.	$	25
C.	Hourly Use with lights. Fee is per hour, per field.	$	45
D.	Gate fee. Fee is per participating team.	$	10
E.	Batting Cages (fee is per hour, per cage)	$	40

15. Robinson Ballfield

A.	Maintenance to field outside regular operating hours. Fee is per hour at the request of the renter.	$	34
B.	Rental Fee w/no lights (per 2.5 hour block)	$	35

				Fee
C. Rental Fee with lights (per 2.5 hour block)			$	45
16. Recovery fee (ALL City fields) - All sports included. Fee is per person, per season.			$	5
17. Athletic Fields (Taylor Regional Park & Sports Complex Only-Baseball/Softball only)				
A. Field attendants (minimum of 2 attendants). Fee is per attendant, per hour.			$	17
B. Lights. Fee is per field.			$	50
C. Rentals. Fee is per field, per day.			$	100
D. Field Re-drag/Re-chalk. Fee is per field, per drag/chalk.			$	25
18. Football and Soccer Fields				
A. Field Rental. Fee is per field, per day.			$	150
B. Lights. Fee is per field.			$	50
19. Concession Stand (Taylor Regional Park & Sport Complex) Concession Rentals pay 10% of gross receipts.				
20. Vendors (Must obtain permission prior to event)				
A. With Electricity. Fee is per day.			$	35
B. No electricity. Fee is per day.			$	25
21. Memorial Field (Stadium)				
A. Field Rental (Season packages are available) Fee is per day.	$	100	$	150
B. Lights. Fee is per day.			$	50
C. Field House Multipurpose Room. Fee is per day.	$	100		

	Fee	Tech Fee

-Properties located within a Neighborhood Empowerment Zone may be eligible for a 50% reduction in the following fees:

Zoning, Platting, Site Plan, Building, Plumbing, Mechanical, Electrical, Gas, Foundation and Roof.

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

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

-For the purposes of permit fees floorspace is measured externally as a gross floor area.

Building Permits

Residential (Fees collected at time of application)

1. New Residential and Residential Additions including attached car port
(excludes multi-family greater than 4 units and mixed use)

A. Plan Review Fee (collected at time of application). Fee is per square foot.	$	0.15	$	25.00
B. Permit Fee (collected upon permit approval). Fee is per square foot. (includes Building, Electrical, Plumbing, and Mechanical - $0.25 per square foot each)	$	1.00	$	25.00

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

2. Residential Accessory Structure 200 sq.ft. and greater

A. Plan Review Fee (collected at time of application). Fee is per sq. ft. or $75, whichever is greater.	$	0.15	$	15.00
B. Permit Fee (collected upon permit approval). Fee is per square foot. (Includes Building, Electrical, Plumbing, and Mechanical - $0.25 per sq. ft. each)	$	1.00	$	15.00

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

3. Residential Remodel
(excludes multi-family greater than 4 units and mixed use)

A. Plan Review Fee (collected at time of application)	$	75	$	15.00
B. Permit Fee (collected upon permit approval). Fee is per sq. ft. (Includes Building, Electrical, Plumbing and Mechanical - $0.25 per sq. ft. each)	$	0.75	$	25.00

		Fee		Tech Fee
The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of $55.				
4. Residential Manufactured Home				
A. Plan Review Fee (collected at time of application)	$	75	$	15.00
B. Permit Fee (collected upon permit approval). Fee is per sq. ft. (Includes Building, Electrical, Plumbing and Mechanical - $0.125 per sq. ft. each)	$	0.50	$	25.00
The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of $55.				
5. Manufactured Home Park				
A. Manufactured Home Park - additions or alterations to spaces. Fee is per space.	$	25	$	15.00
B. Manufactured Home Park - original permit application	$	400	$	25.00
C. Manufactured Home Park License (annual fee - 10 spaces or less)	$	250	$	15.00
D. Manufactured Home Park License (annual fee - greater than 10 spaces)	$	500	$	15.00
Commercial (Fees collected at time of application)				
6. New Commercial and Commercial Additions (Includes multi-family greater than 4 units and mixed use)				
A. Plan Review Fee (collected at time of application). Fee is per square foot.	$	0.15	$	15.00
B. Permit Fee (collected upon permit approval). Fee is per square foot. (Includes Building, Electrical, Plumbing and Mechanical - $0.25 per sq. ft. each)	$	1.00	$	35.00
C. Multi-family Fee. Fee is per multi-family unit.	$	200	$	35.00
The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of $75.				
7. New Commercial - Shell Building & Tenant Finish Out				
A. Plan Review Fee (collected at time of application). Fee is per square foot.	$	0.15	$	15.00
B. Permit Fee (collected upon permit approval). Fee is per square foot. (Includes Building, Electrical, Plumbing and Mechanical - $0.20 per sq. ft. each)	$	0.80	$	25.00
The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of $75.				
8. Commercial Remodel (Includes multi-family greater than 4 units and mixed use)				
A. Plan Review Fee (collected at time of application). Fee is per square foot.	$	0.15	$	15.00
B. Permit Fee (collected upon permit approval). Fee is per square foot. (Includes Building, Electrical, Plumbing and Mechanical - $0.25 per sq. ft. each)	$	0.75	$	25.00

	Fee	Tech Fee
The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of $75.		
9. Commercial Accessory Structure - 120 sq ft and greater		
A. Review Fee	$ 95	$ 15.00
B. Per sq. ft. + Plan Review Fee & Inspection Fee	$ 0.60	$ 25.00
10. Cell Towers		
A. Plan Review Fee + Inspection Fee	$ 500	$ 15.00
11. Electrical Permits		
A. Residential Stand Alone. Fee + Inspection Fees.	$ 40	$ 15.00
B. Commercial Stand Alone. Fee + Inspection Fees + Standard Commercial Plan Review Fee.	$ 60	$ 15.00
C. Solar Panels. Fee + Inspection Fees.	$ 145	
12. Mechanical Permits		
A. Residential Stand Alone. Fee + Inspection Fees.	$ 50	$ 15.00
B. Commercial Stand Alone. Fee + Inspection Fees + Standard Commercial Plan Review Fee.	$ 75	$ 15.00
13. Plumbing Permits		
A. Residential Stand Alone. Fee + Inspection Fees.	$ 40	$ 15.00
B. Commercial Stand Alone. Fee + Inspection Fees + Standard Commercial Plan Review Fee.	$ 75	$ 15.00
C. Lawn Irrigation System. Fee + Inspection Fees.	$ 75	$ 15.00
14. Sign Permits (Fees collected at time of application)		
A. Banner (non-profit, faith-based, governmental, and service clubs are exempt from paying the fee)	$ 25	$ 15.00
B. New Sign or Sign Re-Facing. Application Fee.	$ 75	$ 15.00
C. Freestanding Signs over 8ft Tall	$ 180	$ 15.00
D. Internally Illuminated Signs	$ 180	$ 15.00
E. Master Plan sign Proposal. Fee + $25 for each sign within the master plan application.	$ 250	$ 15.00
F. Sandwich Board/A-Frame Signs in Downtown sign area. Plan review for size and placement standards only.	No charge	
G. Sign Re-Inspection Fee for each reinspection after the first inspection	$ 55	$ 15.00
15. Miscellaneous Permits (Fees collected at time of application)		
A. Car Port (non-conforming) Special Use Permit required.		
B. Certificate of Occupancy - Commercial (Includes customer service inspection - CSI). Fee + inspection fees.	$ 80	$ 15.00
C. Customer Service Inspection (CSI) - Residential	$ 80	$ 15.00
D. Demolition. Fee + inspection fees.	$ 25	$ 15.00

		Fee	Tech Fee
E.	Driveway Approach. Fee + inspection fees.	$ 40	$ 15.00
F.	Fence (over 6 ft tall). Application Fee.	$ 75	$ 15.00
G.	Foundation Leveling and Repair. Fee + inspection fees.	$ 40	$ 15.00
H.	Mobile Food Vendors and Food Courts. Fee + inspection fees.	$ 150	$ 15.00
I.	Peddler & Solicitor. Fee is per each application + $50 for each person. Permit valid for 6 months.	$ 60	$ 15.00
J.	Residential Swimming Pool, Spa & Sauna. Fee + plan review + inspection fees.	$ 100	$ 15.00
K.	Commercial Swimming Pool. Fee + plan review + inspection fee.	$ 250	$ 15.00
L.	Porch, Patio or Deck. Fee + plan review fee + inspection fee.	$ 40	$ 15.00
M.	Work in the City Right-of-Way (no engineering review). Fee + inspection fees.	$ 50	$ 15.00
N.	Work in the City Right-of-Way (with engineering review). Fee + 1% of project cost + engineering inspection fees.	$ 50	$ 15.00
O.	Roof Permit. Fee + Inspection fee and plan review fee, if required.	$ 40	$ 15.00
P.	Streamlined Site Development Plan	$ 100	$ 15.00
Q.	Temporary Construction Trailer, Temporary Sales Office. Fee + plan review + inspection fee.	$ 100	$ 15.00
R.	Backup Generator Permit. Fee + plan review + inspection fees.	$ 145	$ 15.00
S.	Tree Removal Permit. Fee + inspection fees.	$ 60	$ 15.00
T.	Solar Panels. Fee + Inspection Fees.	$ 145	$ 15.00

16. Inspection Fees

A.	Initial Inspection (Residential)	$ 55	$ 15.00
B.	Each Re-inspection (Residential)	$ 55	$ 15.00
C.	Emergency Inspection (Residential)	$ 95	$ 15.00
D.	Initial Inspection (Commercial)	$ 75	$ 15.00
E.	Each Re-inspection (Commercial)	$ 75	$ 15.00
F.	Emergency Inspection (Commercial)	$ 125	$ 15.00
G.	Medical Gas Inspections/Re-inspections	$ 250	$ 15.00

Any inspection fee shall be charged for cancellations of inspections on the same day as the scheduled inspection date.

17. Engineering Inspections

A.	First 100 acres. Fee is per acre.	$ 1,500	$ 50.00
B.	Next 150 acres. Fee is per acre.	$ 750	$ 75.00
C.	All acres over 250 acres + off site infrastructure. Fee is per acre.	$ 325	$ 100.00
D.	Each infrastructure item (i.e. streets, drainage, water, wastewater). Fee is per linear foot.	$ 7.50	$ 50.00

18. Fees for Work Without a Permit

A. Work without a permit - First Offense - Double the permit fee.

	Fee	Tech Fee
B. Work without a permit - Second and subsequent offenses filed in municipal court - Triple the permit fee + citation.		
19. Standard Plan Review Fees		
A. Residential Plan Review	$ 75	$ 15.00
B. Commercial Plan Review	$ 95	$ 15.00
20. Standard Expedited Plan Review Fee (building permit only)		
A. Expediated Residential Plan Review (subject to capacity). Fee is per hour.	$ 125	$ 15.00
B. Expediated Commercial Plan Review (subject to capacity). Fee is per hour.	$ 200	$ 15.00

21. Combined & Concurrent Expedited Planning and Permit Development Fees

For development projects combining any or all of the following:

Subdivision improvement plans
Site development plans
Building permits

33.3% of the total fee (calculated at 150% rate) shall be paid before the expedited development submission can be considered complete. No plan review will commence until the initial fee has been paid.

All relevant fees are charged at 150% of the standard fee rates contained in this fee schedule except for sewer, water and roadway impact fees. Impact fees are charged at the standard rate contained in the relevant ordinance.

Planning, Zoning, Subdivision, Site Development

All planning fees are collected at time of application submission except for inspection fees.

For the fourth plan review and each subsequent plan review for all types of zoning, subdivision and site development applications, the relevant plan review fee, shown below, will be doubled.

The plan review fee needs to be paid in full before the application can proceed to plan review.

	Fee	Tech Fee
22. Annexation		
A. Voluntary Annexation (with notice). Application fee + notices.	$ 500	$ 35.00
B. Voluntary Annexation (without notice). Application fee + notices.	$ 500	$ 35.00
C. Disannexation or ETJ Release. Application fee + attorney fees.	$ 2,000	$ 35.00
23. Agreements/Petitions		
A. Development Agreement. Application fee + attorney fees + professional services recovery fee.	$ 2,000	$ 35.00
B. Development Agreement Amendment. Application fee + attorney fees + professional services recovery fee.	$ 500	$ 35.00
C. Special District Petition (MUD, PID, etc). Application fee + attorney fees + professional services recovery fee.	$ 2,000	$ 35.00
24. Comprehensive Plan		
A. Comprehensive Plan Amendment. Application Fee + Professional Services Recovery Fee (if required) + Notices + Newspaper Public Notice.	$ 500	$ 35.00
25. Zoning		
A. Place Type Change Request. Application Fee+Notices+Newspaper Public Notice	$ 350	$ 15.00

		Fee	Tech Fee
B.	Special Use Permit. Application Fee + Notices+Newspaper Public Notice	$ 350	$ 15.00
C.	Plan (Employment Center, Neighborhood, Infill Neighborhood) Initial Submittal. Application Fee + Urban Design Consultant Professional Services Fee + Notices + Newspaper Public Note	$ 1,000	$ 15.00
D.	Plan (Employment Center, Neighborhood, and Infill Neighborhood) Administrative Amendment. Application Fee + Urban Design Consultant Professional Services Recovery Fee	$ 500	$ 15.00
E.	Plan (Employment Center, Neighborhood and Infill Neighborhood) Amendment (Requiring approval from P&Z and City Council). Application Fee + Urban Design Consultant Professional Services Recovery Cost + Notices + Newspaper Public Notice	$ 750	$ 15.00
F.	Appeals. Application Fee + Notices + Newspaper Public Notice	$ 250	$ 15.00
G.	Place Type Variance. Application Fee + Notices + Newspaper Public Notice	$ 325	$ 15.00
H.	Warrant. Application fee	$ 250	$ 15.00
I.	Zoning Verification Letter	$ 50	$ 15.00
26.	**Site Development Plan**		
A.	Site Development Plan Initial Submittal. Application fee + $0.05 per sq. ft. of impervious cover.	$ 500	$ 25.00
B.	Site Development Plan Re-Submittal. Application fee for each re-submittal.	$ 500	$ 25.00
C.	Site Development Plan Inspection Fee. Fee is per sq. ft. of impervious cover paid at plan approval.	$ 0.05	$ 25.00
27.	**Flood Plain Development Permit**		
A.	Flood Plain Development Permit Initial Submittal. Application fee.	$ 500	$ 15.00
B.	Flood Plain Development Permit Re-Submittal. Application fee for each re-submittal.	$ 500	$ 15.00
Subdivision			
28.	**Final Plats (includes amended plats and re-plats)**		
A.	Final plat from preliminary plat initial submittal. Application fee + $30 per lot.	$ 1,000	$ 35.00
B.	All other final plats initial submittal. Application fee.	$ 500	$ 35.00
C.	Final plat re-submittal. Review fee for each re-submittal.	$ 300	$ 35.00
29.	**Preliminary Plats**		
A.	Preliminary Plat Initial Submittal. Application fee + $35 per lot + urban design consultant professional services recovery fee if required.	$ 1,000	$ 35.00
B.	Preliminary Plat Re-Submittal. Application fee for each re-submittal + urban design consultant professional services recovery fee if required.	$ 500	$ 35.00
30.	**Subdivision Improvement Plans (Construction Plans)**		
A.	Improvement Plans Initial Submittal. Application fee + fee per acre.	$ 1,000	$ 35.00
B.	First 100 acres. Fee is per acre.	$ 500	$ 35.00

		Fee		Tech Fee
C. Next 150 acres. Fee is per acre.	$	250	$	35.00
D. All acres over 250 acres + off site infrastructure. Fee is per acre.	$	125	$	35.00
E. Off-site infrastructure. Fee is per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater)	$	2.50	$	35.00
31. Improvement Plans Re-Submittal. Plan review fee for each re-submittal - $500 or 10% of initial submittal fee, whichever is greater.				
32. Improvements Inspection Fee				
A. First 100 acres. Fee is per acre.	$	1,500	$	35.00
B. Next 150 acres. Fee is per acre.	$	750	$	35.00
C. All acres over 250 acres + off site infrastructure. Fee is per acre.	$	325	$	35.00
D. Off-site infrastructure. Fee is per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater)	$	7.50	$	35.00
33. Subdivision Variance. Application Fee + Notices + Newspaper Public Notice	$	325	$	35.00
34. Plat Certification Letter. Applicatin Fee	$	50	$	15.00
35. Miscellaneous Fees				
A. Recording Fees (all application types) - set by Williamson County and paid by applicant.				
B. Mailed Notices (all application types). Fee is per notice.	$	5	$	15.00
C. Newspaper Public Notice. Minimum fee. Pricing above $230 is dependent upon the size of the advertisement placed in Taylor Press.	$	230	$	15.00
D. Pipeline Permit. Fee + annual fee ($3 per rod within right-of-way).	$	2,500	$	15.00

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

Impact Fee Schedule

		Fee
1. **Roadway Impact Fees**		
Refer to the separate ordinance that sets roadway impact fees.		
2. **Sidewalks**		
A. Cash-in-lieu fee. Fee is per square foot.	$	10
3. **Right-of-way License**		
A. Original license	$	350
4. **Water and Wastewater Impact Fees**		
Refer to the separate ordinance that sets water and wastewater impact fees.		
5. **Tap Fees.** The following fees are per tap.		
Water Taps		
A. 1"	$	1,576
B. 1½"	$	2,100
C. 2"	$	2,275
Sewer Taps		
D. 4"	$	1,516.73
E. 6"	$	1,684.44
6. Meter Fees		
The Meter fees are pass through costs and these prices are subject to change.		
A. Standard residential water meter (5/8")	$	290
B. Non standard meters vary in price. Please contact the Permit Technician for the cost of a non standard meter.		

Police Fee Schedule

	Fee
1. Accident Report. Fee is per report.	$ 6.00
A. Certified copy of report. Fee is per report.	$ 8.00
3. Fingerprinting Service. Fee is per set.	$ 10.00
4. Police Report. Fee is per page after 50 pages.	$ 0.10
A. DVD	$ 3.00
B. CD	$ 1.00
C. USB	Actual cost

5. Body Worn Camera Recordings

Fees are pursuant to Government Code 1701.661

(1) $10.00 per recording responsive to the request for information; and

(2) $1.00 per full minute of body worn camera video or audio footage responsive to the request for information, if identical information has not already been obtained by a member of the public in response to a request for information.

6. Security Requests. All fees listed below are per hour.

A. Police unit (vehicle)	$ 25.00
B. Security fee for off-duty police officer (3 hours/officer minimum)	$ 60.00
C. Supervisor required when 4 or more officers are requested	$ 80.00
D. Emergency request received within 24 hours of scheduled start time	$ 70.00

Solid Waste Collection Fee Schedule

	Base Fee per Month
Solid Waste is charged on a monthly basis on the City of Taylor utility bill.	
Residential Services	
Fees calculated at **Base Fee/month** + **Franchise Fee (10%)** + **Sales Tax (8.25%)**.	
1. Curbside Trash Service (pickup weekly):	
A. Single 95 gallon cart	$ 11.73
B. Each additional cart	$ 4.54
2. Curbside Recycling (pickup every other week):	
A. Single 95 gallon cart	$ 5.77
B. Each additional cart	$ 5.77
C. Multi-Family Resident - Single User	$ 7.80
D. Multi-Family Resident - Multiple Users	$ 17.74
Customer requesting a one time additional waste/bulk item(s) collection (in additional to normal service) will be advised of a one-time additional charge prior to the scheduling of the additional pickup. Pricing determined by service provider.	
Commercial Trash Service	
Fees calculated at **Base Fee/month** + **Franchise Fee (10%)** + **Sales Tax (8.25%)**.	
3. 95 Gallon Cart (additional pick up is $25):	
A. One X Per week pick up	$ 20.22
B. Two X s Per week pick up	$ 28.95
C. Three X s Per week pick up	$ 35.28
D. Four X s Per week pick up	$ 44.12
E. Five X s Per week pick up	$ 54.69
4. 2 Cubic Yards (additional pick up is $25):	
A. One X Per week pick up	$ 55.99
B. Two X s Per week pick up	$ 92.71
C. Three X s Per week pick up	$ 114.74
5. 3 Cubic Yards (additional pick up is $35):	
A. One X Per week pick up	$ 73.28
B. Two X s Per week pick up	$ 127.48
C. Three X s Per week pick up	$ 181.53
D. Four X s Per week pick up	$ 213.59

Solid Waste Collection Fee Schedule

	Base Fee per Month
E. Five X s Per week pick up	$ 264.79
6. 4 Cubic Yards (additional pick up is $45):	
A. One X Per week pick up	$ 92.71
B. Two X s Per week pick up	$ 162.21
C. Three X s Per week pick up	$ 234.69
D. Four X s Per week pick up	$ 282.43
E. Five X s Per week pick up	$ 366.81
7. 6 Cubic Yards (additional pick up is $55):	
A. One X Per week pick up	$ 115.88
B. Two X s Per week pick up	$ 191.27
C. Three X s Per week pick up	$ 283.90
D. Four X s Per week pick up	$ 319.51
E. Five X s Per week pick up	$ 390.11
8. 8 Cubic Yards (additional pick up is $65):	
A. One X Per week pick up	$ 141.00
B. Two X s Per week pick up	$ 233.67
C. Three X s Per week pick up	$ 328.31
D. Four X s Per week pick up	$ 404.23
E. Five X s Per week pick up	$ 510.12
10. Cubic Yards (additional pick up is $75):	
A. One X Per week pick up	$ 171.88
B. Two X s Per week pick up	$ 270.39
C. Three X s Per week pick up	$ 374.66
D. Four X s Per week pick up	$ 484.73
E. Five X s Per week pick up	$ 639.25

Commercial Recycling Service

Fees calculated at **Base Fee/month** + **Franchise Fee (10%)** + **Sales Tax (8.25%)**.

11. 95 Gallon Cart (additional pick up is $25):	
A. One X Per week pick up	$ 18.19
B. Two X s Per week pick up	$ 26.06
C. Three X s Per week pick up	$ 31.75

Solid Waste Collection Fee Schedule

	Base Fee per Month
12. 2 Cubic Yards (additional pick up is $25):	
A. One X Per week pick up	$ 50.39
B. Two X s Per week pick up	$ 83.44
C. Three X s Per week pick up	$ 103.27
13. 3 Cubic Yards (additional pick up is $35):	
A. One X Per week pick up	$ 65.95
B. Two X s Per week pick up	$ 114.72
C. Three X s Per week pick up	$ 163.38
14. 4 Cubic Yards (additional pick up is $45):	
A. One X Per week pick up	$ 83.44
B. Two X s Per week pick up	$ 145.99
C. Three X s Per week pick up	$ 211.22
15. 6 Cubic Yards (additional pick up is $55):	
A. One X Per week pick up	$ 104.28
B. Two X s Per week pick up	$ 172.14
C. Three X s Per week pick up	$ 255.52
16. 8 Cubic Yards (additional pick up is $65):	
A. One X Per week pick up	$ 126.90
B. Two X s Per week pick up	$ 210.30
C. Three X s Per week pick up	$ 295.48
17. 10 Cubic Yards (additional pick up is $75):	
A. One X Per week pick up	$ 154.69
B. Two X s Per week pick up	$ 243.35
C. Three X s Per week pick up	$ 337.19

18. Roll Offs

Fee includes Delivery Charge + Daily Rental + Haul Cost.

Delivery Charge:

*Delivery Charge is calculated at **Fee per delivery** + **Franchise Fee (10%)** + **Sales Tax (8.25%)**

A.	20 yd Roll-Off	$ 134.98	Fee per delivery
B.	30 yd Roll-Off	$ 134.98	Fee per delivery
C.	40 yd Roll-Off	$ 134.98	Fee per delivery

		Base Fee per Month	
	Daily rental:		
	*Daily Rental is calculated at **Rate/day** + **Franchise Fee (10%)** + **Sales Tax (8.25%)**		
D.	20 yd Roll-Off	$ 2.09	Rate/day
E.	30 yd Roll-Off	$ 2.09	Rate/day
F.	40 yd Roll-Off	$ 2.09	Rate/day
	Haul cost:		
	*Haul Cost is calculated at **Cost per haul** + **Franchise fee (10%)** + **Sales Tax (8.25%)**		
G.	20 yd Roll-Off	$ 415.32	Cost per haul
H.	30 yd Roll-Off	$ 498.38	Cost per haul
I.	40 yd Roll-Off	$ 581.44	Cost per haul

19. Roll Offs of Clean, Separated Recycle Material

Fee includes Delivery Charge + Daily Rental + Haul Cost.

	Delivery Charge:		
	*Delivery Charge is calculated at **Fee per delivery** + **Franchise Fee (10%)** + **Sales Tax (8.25%)**		
A.	20 yd Roll-Off	$ 130.54	Fee per delivery
B.	30 yd Roll-Off	$ 130.54	Fee per delivery
C.	40 yd Roll-Off	$ 130.54	Fee per delivery
	Daily rental:		
	*Daily Rental is calculated at **Rate/day** + **Franchise Fee (10%)** + **Sales Tax (8.25%)**		
D.	20 yd Roll-Off	$ 2.02	Rate/day
E.	30 yd Roll-Off	$ 2.02	Rate/day
F.	40 yd Roll-Off	$ 2.02	Rate/day
	Haul cost:		
	*Haul Cost is calculated at **Cost per haul** + **Franchise fee (10%)** + **Sales Tax (8.25%)**		
G.	20 yd Roll-Off	$ 339.14	Cost per haul
H.	30 yd Roll-Off	$ 339.14	Cost per haul
I.	40 yd Roll-Off	$ 339.14	Cost per haul

20. One time collection of Bulky wastes on call (any size).

Fee includes Delivery Charge + Daily Rental + Haul Cost.

A.	Delivery Charge	$ 77.60	Fee/delivery
B.	Daily Rental	$ 4.65	Rate/day

Solid Waste Collection Fee Schedule

			Base Fee per Month
C. Haul cost	$ 77.60	Cost per haul	

21. Industrial Solid Waste Collection Services - collected by service provider

		Fee
22. Spring and Fall cleanup		
A. Per Standard pick-up truck load	$	10
B. Trailer (16' to 18')	$	20

23. Assessments

A. Lot clean up	Actual cost + 10% admin fee
B. Paving assessment	n/a

24. Lien Fees

A. Filing of Lien with Williamson County	Per current County rate
B. Release of Lien with Williamson County	Per current County rate

25. Waste Hauling

A. **Refer to the separate ordinance that sets the fees for waste hauling.**

B. Discharge fee. Fee is per gallon ($100 per 1,000 gallons).	$	0.10

26. Industrial Discharge

A. **Refer to the separate ordinance that sets the fees for industrial discharge.**

Water and Wastewater Fee Schedule

Water Deposits

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

	Meter Size	Avg. consumption/month in gallons*	Deposit Amount
A.	5/8" x 3/4"	<10,000	$ 135.00
B.	3/4"	<10,000	$ 160.00
C.	1"	<10,000	$ 170.00
D.	1½"	<15,000	$ 230.00
E.	2"	<15,000	$ 300.00
F.	3"	<15,000	$ 360.00
G.	4"	<25,000	$ 560.00
H.	6"	<25,000	$ 820.00
I.	8"	<50,000	$ 1,340.00
J.	10"	<75,000	$ 1,995.00
K.	12"	<150,000	$ 3,300.00

2. Deposits for all multi-family dwelling accounts per connection.

	Meter Size	Avg. consumption/month in gallons*	Deposit Amount calculated as follows:
A.	5/8" x 3/4"	<10,000	$135+((# units -1) x 0.7)x$100
B.	3/4"	<10,000	$160+((# units -1) x 0.7)x$100
C.	1"	<10,000	$170+((# units -1) x 0.7)x$100
D.	1½"	<15,000	$230+((# units -1) x 0.7)x$100
E.	2"	<15,000	$230+((# units -1) x 0.7)x$100
F.	3"	<15,000	$360+((# units -1) x 0.7)x$100
G.	4"	<25,000	$560+((# units -1) x 0.7)x$100

3. Backflow Prevention	Fee
A. Initial Permit	$ 35.00

Water Rates

4. Base Rates for all single family, commercial, industrial and irrigation accounts per connection.

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

	Meter Size	Monthly Minimu
A.	5/8" x 3/4"	$ 44.26
B.	1"	$ 73.93
C.	1½"	$ 110.61
D.	2"	$ 177.03
E.	3"	$ 354.09
F.	4"	$ 553.23
G.	6"	$ 1,107.78
H.	8"	$ 2,389.91
I.	10"	$ 3,393.22
J.	12"	$ 6,343.43

	Base Rate for multi-family accounts includes the monthly minimum charge per meter size + LUE charge.			
K.	Living Unit Equivalent (LUE). Fee is per LUE.		$	18.75
5.	Residential Volumetric Rates:			
A.	Block 1	per kgals. (0-2,000 gallons)	$	4.50
B.	Block 2	per kgals. (2001-5,000 gallons)	$	4.95
C.	Block 3	per kgals. (5,001-9,000 gallons)	$	5.37
D.	Block 4	per kgals. (above-9,000 gallons)	$	6.27
6.	Non-Residential Volumetric Rates:			
A.	Block 1	per kgals. (0-15,000 gallons)	$	6.08
B.	Block 2	per kgals. (15,001-45,000 gallons)	$	6.69
C.	Block 3	per kgals. (45,001-120,000 gallons)	$	7.36
D.	Block 4	per kgals. (above-120,000 gallons)	$	7.90
7.	Irrigation Volumetric Rate:	per kgals. All usage (minimum 1,000 gallons)	$	9.50
8.	Bulk Water Rate	per kgals. All usage.	$	8.47

Sewer Rates

9. Rates for all Single Family Dwelling accounts per connection.

Total monthly charge includes the monthly minimum plus the volumetric rate per 1,000 gallons.

For residential customers, the City bases monthly wastewater charges on the average water consumption for November, December, January, and February. The three lowest consumptions are averaged. This average is used to calculate your wastewater charge for the entire year. An account must be active the entire four months to establish an average. All new accounts will be charged the citywide average until the account has established its own winter average.

	Meter Size	Monthly Minimum Charge		Volumetric Rate Pe	
A.	All meter sizes (5/8" x 3/4", 1", 1½", 2", 3", 4", 6")	$	35.30	$	7.80

10. Rates for all multi- family dwelling, commercial and industrial accounts per connection.

Total monthly charge includes the monthly minimum plus the volumetric rate per 1,000 gallons.

	Meter Size	Monthly Minimum Charge		Volumetric Rate Pe	
A.	All meter sizes (5/8" x 3/4", 1", 1½", 2", 3", 4", 6")	$	35.30	$	7.80

	11. Additional Utility Service Fees	Fee	
A.	After Hours Connection/Reconnection Fee (after 5pm)	$	70.00
B.	Connect Fee	$	35.00
C.	Fire Hydrant Meter-Base Fee (no consumption included)	$	135.00
D.	Fire Hydrant Meter-Deposit	$	800.00
E.	Late Fee (Applied to balance of account if not paid		10%
F.	Lock Fee	$	50.00
G.	Meter Flow Test-In-House	$	52.00
H.	Plugged/Pulled Meter Fee	$	100.00
I.	Reconnect Fee (for non-payment) before 5pm	$	65.00

Water and Wastewater Fee Schedule

J. Return Check & NSF Electronic Draft Fees	$	40.00
K. Third Party Meter Flow Test-Commercial	$	229.00
L. Third Party Meter Flow Test-Residential	$	125.00
M. Transfer Fee	$	30.00
N. Unauthorized Usage Fee (customer turns water back on to avoid the after charge)	$	100.00

Muncipal Drainage Utility System (MDUS) Fee Schedule

	Monthly Fee
1. Equivalent Residential Unit (ERU)	
A. Residential (includes multi-family) = 1 ERU/Unit. Fee is per ERU.	$ 3
B. Non-residential = $3.00 per 2,500 sq ft of impervious area. $3 minimum.	$ 3

Transportation User Fee Schedule (TUF) Fee Schedule

Trip Factor Index

Category	Units	Trip Factor	SubCategories
Building Materials	1,000 SF	4.49	Building Materials and Lumber Store, Hardware/Paint Store, Nursery
Convenience Market	1,000 SF	34.57	Convenience Market (no gas pumps), Convenience Market with Gas Pumps, Gasoline/Service Station
Medical Office	1,000 SF	3.57	Medical-Dental Office Building, Clinic, Veterinary Hospital/Veterinary Clinic
Restaurant	1,000 SF	11.15	Restaurant, Drinking Place
Fast Food	1,000 SF	26.15	Fast Food Restaurant w/out Drive-Thru Window, Fast Food Restaurant with Drive-Thru Window, Donut Place w/out Drive-Thru Window, Donut Place with Drive-Thru Window
Hospital/Nursing Home	1,000 SF	0.74	Hospital, Nursing Home
Indoor Recreation	1,000 SF	3.53	Bowling Alley, Movie Theater, Health Fitness Club
Lodging	Rooms	0.47	Hotel, Motel
Business Office	1,000 SF	1.29	General Office Building, Single Tenant Office Building, United States Post Office, Research and Development Center, Business Park
Bank	1,000 SF	12.13	Walk-In Bank, Drive-In Bank
Salon	1,000 SF	1.93	Hair Salon
General Retail	1,000 SF	3.71	Shopping Center, Apparel Store, Arts and Craft Store, DVD/Video Rental
Auto Part/Service/Wash	1,000 SF	4.46	Quick Lubrication Vehicle Shop, Self Service Car Wash, Automated Car Wash,
Large School/Day Care	students	0.20	All schools w/greater than 50 students
Day Care	1,000 SF	12.46	Daycare Center (less than 50 students)
Supermarket/Pharmacy	1,000 SF	8.40	Supermarket, Pharmacy/Drugstore
Prison	1,000 SF	2.91	Prison
Superstore	1,000 SF	4.35	Free-Standing Discount Superstore
Outdoor Recreation	acres/campsites	0.30	Campground/RV Park, Golf Course, Arena
Car Sales	1,000 SF	2.62	New Car Sales
Warehousing	1,000 SF	0.32	Warehousing
Industrial	1,000 SF	0.73	General Light Industrial, General Heavy Industrial, Manufacturing, Utilities

Transportation User Fee Schedule

Calculation for Monthly Base Trip Rate: Trip Factor times square foot divided by 1,000 square feet.

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

*All churches will be placed in Tier I

City Council Meeting
September 26, 2024
Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 4.

Agenda Title: **Consider TML Region 10 Director Election Ballot Vote from the City of Taylor.**

Council Action to be Taken: Cast a vote for a candidate.

Department Submitted: City Management

Staff Contact: Jeffery Jenkins, Deputy City Manager

1. PURPOSE / DESCRIPTION

The purpose of this agenda item is to consider voting for a candidate for the TML Region 10 director of the TML Board of Directors.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City received an official ballot for the election of the Region 10 director of the TML (Texas Municipal League) Board of Directors due to the City being a TML member city. Each TML member city is entitled to one vote, which must be cast by a majority vote of the city's governing body. Each elected member will serve a two-year term on the TML Board of Directors.

3. PROS and CONS

PROS	CONS
•	•

4. RECOMMENDATION

Recommendation was to cast Taylor's vote for Jimmy Jenkins, Councilmember, Smithville.

5. FUNDING SOURCE

NA

6. TIMELINE

Completed ballots must be returned to TML by October 3, 2024.

7. OTHER OPTIONS

Vote for another candidate.
Do not vote for any candidate.

8. ATTACHMENTS

1. TML Reg 10 ballot

OFFICIAL BALLOT

Texas Municipal League (TML) Region 10 Director Election

This is the official ballot for the election of the Region 10 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 3, 2024. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 10 Director (select one)

☐ **Dr. Christopher Harvey, Mayor, Manor**

☐ **Jimmy Jenkins, Councilmember, Smithville**

☐ **Na'Cole Thompson, Mayor Pro Tem, Leander**

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2024.

_____ _____

Signature of Authorized Official Title

_____ _____

Printed Name of Authorized Official Printed Name of City

Region 10 Director Candidate Biographies (printed on both sides)

Dr. Christopher Harvey, Mayor, Manor

I humbly submit this application for the Region 10 Regional Director position. I have lived in Region 10 all my life, being born and raised in Austin, now living in Manor. I am a graduate of Texas State University (Social Work), Concordia University at Austin (Master's in Education Administration), and the University of Mary Hardin-Baylor (Doctorate in Leadership in Education Administration). I am a leader in the field of Education. I am a man with Christian values and practices. I am a family man with a wife and three girls. My political affiliation is non-partisan. I value diversity, small business, and community. I believe that strong city leadership can change our country and the world. I have served my community on the Manot City Council since 2019. My colleagues in Region 10 will share that when I have had the floor, I didn't promote Manor, but the region. My supporters in the Texas Legislature and US Congress will echo the sentiment. I am an advocate of regional planning. We've even embarked on a regional wastewater treatment plant and regional economic initiatives with Samsung, Tesla, Applied Materials, and the City of Austin. I have worked to build a relationship with Mayor Kirk Watson and we talk about regional employment, transportation needs (like US HWY 290, FM 973, and HWY 95). He is a supporter of regional planning. He called several Mayors to meet in Austin to answer the call of joining an association so that we can partner and build our area together. I shared this with my council and city staff. We believe in the work and made the financial and time commitments.

Jimmy Jenkins, Councilmember, Smithville

I am retired from American Airlines and returned home to Smithville in 2018. I was born in Wichita Falls and have been a tradesman all my life. After retirement, I wanted to keep my mind and body active. I started attending council meetings and ran for and was elected in 2023. Our small city is at the edge of the growth that is hitting Bastrop County, and over the next two to three years it will be at our doors. As a Smithville councilmember, I have been very active in TML, CARTPO, the Bastrop County Public Health Taskforce, and other related activities for the city. Managing our land use, working with officials to protect our city's ability to govern, and managing the city's infrastructure are top priorities. I have the privilege to be appointed to the 2024 TML Policy Summit. Working to protect our cities' rights to govern and promoting good legislation with other TML members will be a privilege. I am a firm believer that working together with other cities and towns we can improve the lives of our constituents and make our cities better by the exchange of ideas and being good listeners. If I am chosen to serve, I will work hard for Region 10. Listening to ideas from member cities, promoting each other, and promoting ideas that the members put forth to TML leadership will be job one. Texas is a great place to live, raise a family, and to be from. Let's keep it that way. Thank you in advance for your consideration.

Region 10 Director Candidate Biographies (printed on both sides)

Na'Cole Thompson, Mayor Pro Tem, Leander

Na'Cole Thompson's dedication to public service, combined with her extensive experience, education, and recommendation from TML Director Mayor Christine DeLisle, make her a strong candidate for the Texas Municipal League Region 10 director, where she aims to represent and advocate for her region's interests at the state level. Na'Cole's active membership with the Texas Association of Black City Council Members, is a further testament to her advocacy for inclusive governance. As a native Austinite and notable figure, Na'Cole has proven herself to be a versatile leader with deep connections in her community. Currently serving her second term on the Leander City Council and as the mayor pro tem, she continues to demonstrate her commitment to her constituents. Na'Cole's community involvement extends outside city limits as she serves on the Capital Area Council of Governments (CAPCOG) General Assembly, where she contributes to regional strategies that benefit a wide range of communities. Additionally, Na'Cole serves as the board president of the Brushy Creek Regional Utility Authority, working closely with neighboring cities to ensure effective water resource management. On the Leander City Council, Na'Cole has been a proactive council liaison to the Leander Public Arts & Culture Commission, spearheading cultural enrichment through events such as the City's annual Juneteenth and Martin Luther King Jr. celebrations. Lastly, as a small business owner, Na'Cole brings a practical understanding of the challenges and opportunities facing local enterprises. Her educational background includes an MBA from Florida Metropolitan University and a bachelor's degree in communications from Baylor University, supplemented by her graduation from the Women's Entrepreneurship Certificate Program at Cornell University and the LBJ Women's Campaign School.

City Council Meeting
September 26, 2024
Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 5.

Agenda Title: **Consider TML Intergovernmental Risk Pool Board of Trustees Election Ballot Vote from the City of Taylor.**

Council Action to be Taken: Vote for a candidate for each position.

Department Submitted: City Management

Staff Contact: Jeffery Jenkins, Deputy City Manager

1. PURPOSE / DESCRIPTION

The purpose of this agenda item is to consider voting for a candidate to fill vacant seats on the TML Intergovernmental Risk Pool Board.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City received an official ballot for the election of Places 11-14 of the Board of Trustees for the TML Intergovernmental Risk Pool. Each member city of the Pool is entitled to vote for Trustee members. Elected Trustee members serve a 6-year term on the Board.

3. PROS and CONS

PROS	CONS
•	•

4. RECOMMENDATION

Recommendation is to cast the City of Taylor votes for Randy Criswell for Place 11, Allison Heyward for Place 12, Harlan Jefferson for Place 13 and Mike Land for Place 14.

5. FUNDING SOURCE

NA

6. TIMELINE

Completed ballots are due back to TML by September 30, 2024.

7. OTHER OPTIONS

Vote for other candidates.
Do not vote for a candidate to each place on the Board.

8. ATTACHMENTS

1. TML Rick Pool ballot

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool
Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2024. Ballots received after September 30, 2024, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

☐ **Randy Criswell.** (Incumbent) Randy Criswell is currently the City Manager of Wolfforth (Region 3), a position he's held since 2022. He has served on the TML Risk Pool Board of Trustees since 2015 and as Chair of the Board from 2020 to 2022. He has been in public service since 1994, having served the City of Canyon in three administrative roles including City Manager, the City of Mineral Wells as City Manager, and his current position. Mr. Criswell has a Bachelor of Science Degree from Texas Tech University in Engineering Technology and is a Certified Public Manager. He is a member of TCMA and a past member of the TCMA Board of Directors. He and his wife Janie have three grown children, and he enjoys golf, his Harley Davidson motorcycle, and spending time with Janie.

☐ **Robert S. Davis**. Robert Davis serves as the City Attorney for the City of Bullard (Region 15). He is a Senior Partner at Flowers Davis PLLC in Tyler and oversees the Business and Commercial Litigation, Insurance Defense, Defense of Governmental Entities, Employment Law, and Medical Liability Sections of the law firm. Mr. Davis has extensive experience in representing governmental entities and government officials in all types of litigation. He also has extensive experience in litigation for major insurance carriers and drafting coverage opinions for insurance carriers. Through the years, he has written many papers for and made numerous presentations to Texas Sheriff's Association, Texas Association of Counties, Texas Jail Association, and Texas Chief Deputies' Association.

WRITE IN CANDIDATE:

_____

PLACE 12

☐ **Cedric Davis, Sr.** Cedric Davis is the City Manager of the City of Mathis (Region 11). He joined the city's administration team on January3, 2024, and has more than three decades of experience as a public servant. He served as the City Manager of Mathis for over four years, and is a former Chief of Police and Public Educator. He is a graduate of Law Enforcement Management Institute of Texas and the Advanced Military Academy of Texas. He has a Bachelor of Science degree in Criminal Justice Administration from Sam Houston State University. He is a licensed Master Peace Officer, Police Instructor, Investigator, and holds certifications in Public Management, Smart City Practitioner, and Public Finance Investment Officer. In 2008 he served as Mayor of Balch Springs.

☐ **Rocky Hawkins.** Rocky Hawkins is a Councilmember for the City of Gladewater (Region 15), and served as such for four years. He has also served on the Gladewater Lake Board for 10 years, as a Chamber of Commerce Volunteer, as a member of the "Friends of the Library" at the Lee-Bardwell Public Library in Gladewater, and on various boards and committees at First Baptist Church for 30 years. Mr. Hawkins began his career with a brief stint as a Parole Officer for Gregg County; later spent almost 15 years in the Hospitality/Restaurant Business; and finished his career with 30 years at Eastman Chemical Co. He holds an associate's degree in business management from Kilgore College and a B.S. degree in Criminal Justice from Sam Houston State University.

☐ **Allison Heyward.** (Incumbent) Allison Heyward has served as Councilmember for the City of Schertz (Region 7) since 2018. She also serves on the TML Board of Directors and is currently the TML President Elect. She previously served in 2022 on the TMLIRP Board as the TML Board representative. In January 2023, she was appointed to Place 12 on the TMLIRP Board to fill a vacancy. She holds a Bachelor's Degree in Accounting from Texas Southern University, and is a 2020 graduate of the Chamber Leadership Core Program. Mrs. Heyward is also a TML Leadership Fellow and a Certified Municipal Officer (CMO), having received the TMLI CMO (Certified Municipal Official Designation) Award of Excellence for maintaining the designation for 5 continuous years. She has also been recognized with the President's Award for being one of the top 2 highest earners of Continuing Education Units.

☐ **Rudy Zepeda.** Rudy Zepeda has served as the Finance Director for the City of Santa Fe (Region 14) since 2021. Before joining Santa Fe, Mr. Zepeda served eight years in Dayton, Texas, as Assistant City Manager and Finance Director. He holds a degree in Classics from the University of Arizona and certification in Certified Public Management from Stephen F. Austin University. While Finance Director in Santa Fe, the city earned the Government Finance Officers Association (GFOA) Budget Presentation Award and the Excellence in Financial Reporting award. This year, the city was recognized by the State Comptroller's Office with its Traditional Finances Star Award. Mr. Zepeda's career spans 30 years, with significant experience in both public and private sectors, including 14 years in local government.

WRITE IN CANDIDATE:

_____

PLACE 13

☐ **Harlan Jefferson.** (Incumbent) Deputy City Manager for the City of Burleson (Region 13). Mr. Jefferson has been in public service for 41 years, serving as a Risk Manager for the City of Denton early in his career and serving as Town Manager for Flower Mound and Prosper, Texas. Mr. Jefferson is an active member of the Texas City Management Association (TCMA), having served on its Board of Directors and is a Past President of the North Texas City Manager Association. He holds a Bachelor of Arts in Political Science and a Master of Public Administration from the University of North Texas. Additionally, he is an Adjunct Faculty member in the Master of Public Administration Program at the University of North Texas.

☐ **James Quin.** City Administrator for the City of Hutchins (Region 13) since March 2022. He served as City Administrator of Haslet for 8 years and City Manager for Richland Hills for 16 years. Mr. Quin earned a Bachelor of Science Education degree and a Master of Public Administration degree from Missouri State University. He is a member of the International City/County Management Association (ICMA) and maintains the ICMA Credentialed Manager (CM) designation. In April 2022, he was awarded the High Performance Leadership Academy Certificate issued by ICMA Professional Development Academy. Also, he is a full member of TCMA, and previously served on the HCA Medical City Alliance Hospital Board for 6 years.

WRITE IN CANDIDATE:

_____

PLACE 14

☐ **Mike Land** (Incumbent) City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land serves on the International City/County Management (ICMA) Board of Directors and is the 2024-25 ICMA President-Elect. Additionally, he serves on the Texas Women's Leadership Institute Advisory Board, the Texas A&M University's Development Industry Advisory Council, and the UTA MPA Advisory Board. He has also served as School Board Trustee for Gainesville Independent School District and as President of TCMA.

WRITE IN CANDIDATE:

_____

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2024.

_____ _____

Signature of Authorized Official Title

_____

Printed Name of Authorized Official

_____

Printed Name of Political Entity

City Council Meeting September 26, 2024 Transmittal Letter

STRATEGIC PILLAR
Quality of Life

Agenda Item Number: 6.

Agenda Title: **Consider the Amended and Restated Cooperative Agreement with Williamson County and Cities Health District.**

Council Action to be Taken: Consider approving amended agreement.

Department Submitted: City Management

Staff Contact: Jeffery Jenkins, Deputy City Manager

1. PURPOSE / DESCRIPTION

The Williamson County and Cities Health District has requested that the cities and the county consider an amendment to the cooperative agreement, which provides or the governance of the district. The Board of Health approved this amended agreement. This agreement changes the fiscal year of the District from the calendar year to October 1st-September 30th.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor has been a member of the Williamson County/Cities Health District since 1989. The District provides health services through the following divisions: clinical services, emergency preparedness, epidemiology and disease surveillance, environmental health and food safety, and WIC administration and community nutrition. The District has a Cooperative Agreement that provides for the governance of the organization. The agreement was last updated in 2021 and there is a request to amend it again.
The change being requested would be to modify the fiscal year of the District. Currently, they operate on a calendar year fiscal year and this would modify the fiscal year to October 1st-September, which is in line with all cities and the county. The rationale for the change are the following: alignment with member governments, enhancing financial management with more accurate forecasting and strategic planning and improved revenue recognition. The Board of Health approved this amendment at the May 2024 Board of Health Meeting.

3. PROS and CONS

PROS	CONS

• Overall, better alignment with member governments and enhances some financial forecasting and revenue recognition.	• NA

4. RECOMMENDATION

Staff recommends approving the updated agreement.

5. FUNDING SOURCE

Member funding fee is $2.35 per capita. Taylor's fee for FY 25 is $40,741.95 and is paid through the General Fund.

6. TIMELINE

Prefer to get all member cities' approval and signatures by October 31st.

7. OTHER OPTIONS

Do not approve amended agreement.

8. ATTACHMENTS

1. Proposed FY Amendment to 2021 WCCHD Cooperative Agreement_Clean (002)
2. Proposed FY Amendment to 2021 WCCHD Cooperative Agreement_Redlined (002)
3. WCCHD Fiscal Year Transition Presentation (002)

STATE OF TEXAS	§	**AMENDED AND RESTATED**
	§	
	§	**COOPERATIVE AGREEMENT**
	§	
	§	**WILLIAMSON COUNTY AND CITIES**
	§	
COUNTY OF WILLIAMSON	§	**PUBLIC HEALTH DISTRICT**

This Amended and Restated Cooperative Agreement (this "Agreement") is made by and between the County of Williamson ("County") and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the "Member Governments "), under Chapter 121, Subchapter E of the Texas Health and Safety Code (the "Code"), acting by and through their respective authorized officers, representatives and governing bodies.

RECITALS

WHEREAS, in1943 the Williamson County Health Department was established; and

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the "Act"), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in the county for the purpose of providing and furnishing public health programs; and

WHEREAS, in 1989 the Williamson County Health Department was reorganized as a Public Health District by Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the "Original Members"), and re-designated as the Williamson County & Cities Health District (hereinafter the "District"); and

WHEREAS, the District began being governed by a public health board pursuant to the Code and a "Cooperative Agreement," which was initially approved by the Original Members in 1989 and revised and approved by the Original Members in 1992, 2004, and 2007; and

WHEREAS, the Cities of Liberty Hill and Hutto joined the District in 2007, and, thereafter, in 2013, the City of Leander joined the District (collectively the "New Member Cities"); and

WHEREAS, the County, Original Member Cities and New Member Cities comprise all membership in the District as of the Effective Date of this Agreement and are collectively referred to herein as the "Member Governments"; and

WHEREAS, the Member Governments approved an amended and restated Cooperative Agreement in 2021; and

WHEREAS, the Member Governments have determined that the Cooperative Agreement needs to be amended and restated again to modify the District's fiscal year; and

NOW THEREFORE, the Member Governments of the District do hereby amend and restate

the Cooperative Agreement relating to the Williamson County & Cities Health District in accordance with the following:

I. GOVERNANCE

1.1. The affairs of the District shall be governed by a public health board, which shall be called the Williamson County Board of Health (hereinafter the "Board"). The Board shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction, provided that no rule adopted shall be in conflict with the laws of the State of Texas.

1.2 Except as otherwise set out herein, two Directors shall be appointed by the Williamson County Commissioners' Court, and one Director shall be appointed by each of the City Managers of the Cities of Cedar Park, Georgetown, Round Rock, Taylor and Hutto. The Cities of Leander and Liberty Hill have shared one Director since becoming Member Governments and they hereby agree to continue to share such Director. Thus, the City Manager of the City of Leander shall appoint one Director to serve on behalf of the Cities of Leander and Liberty Hill. In the event either the City of Liberty Hill reaches a population of 15,000 or more, or additional cities having populations of less than 15,000 become new Member Governments following the Effective Date of this Agreement, the City of Liberty Hill shall then appoint a Director in accordance with the provisions of Section 1.3 below.

1.3. Any incorporated city within the District's territory may apply to become a member of the District and the governing body of each existing Member Government shall review the application. The governmental entity making application may be admitted as a new Member Government of the District if a majority of the governing bodies of each then existing Member Governments approves such application. Upon admission as a member of the District and approval of this Agreement, the new member will become a Member Government.

1.3.1 For incorporated city Member Governments with a population of 15,000 or greater, the City Manager of such city may appoint one qualified Director to the Board.

1.3.2 New incorporated city Member Governments that have less than 15,000 population must each join together and select two qualified Directors to represent them on the Board; provided, however, if there are four or less new incorporated city Member Governments with population less than 15,000 each, they will all join together and select one qualified Director to represent them on the Board.

1.3.3 Except as otherwise set out herein, existing Member Governments in place on the Effective Date of this Agreement will retain current representation on the Board regardless of population estimate.

1.4. To be qualified as a Director, a person must be a citizen of the United States and must have resided at least three (3) years in the District. A Director shall not be an elected official but must be an employee of the Member Government for which he or she serves.

1.5. Directors shall serve without compensation.

1.6. Directors shall serve staggered three-year terms, except as provided in Sections 1.7 and 1.9 below.

1.7. The term effective date for Directors appointed by new Member Governments shall be staggered such that no more than one-third (1/3) of the terms of the Directors expire in any one year. To accomplish such staggering, new Directors shall have terms commencing as follows: on January 1 of the current year for those joining the District between January 1 through June 30, and January 1 of the following year for those joining the District between July 1 through December
31. In addition, if multiple new Member Governments join the District in the same year, the Board may designate the initial term of the newly appointed Directors to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

1.8. A Director for a city Member Government may be removed be from the Board at the discretion of the particular city Member Government's City Manager. Directors representing the County serve at the pleasure of the Williamson County Commissioners Court and may be removed at its discretion. The Executive Director is to contact the Member Government if its appointed Director is absent for two consecutive Board meetings or three Board meetings during a calendar year.

1.9 All vacancies of a Director shall be filled for the unexpired portion of the term by the City Manager of the appointing city Member Government or by the Williamson County Commissioners Court for the County's Directors, whichever the case may be. If less than one (1) year remains in the unexpired term for the Director of a Member Government, then the City Manager or the Williamson County Commissioners Court may appoint its Director(s) to fill the unexpired portion of the term plus a full term of three (3) years.

1.10. A Director may serve consecutive terms.

II. OFFICERS

2.1. *General*. The officers of the Board shall consist of the chairperson, vice-chairperson, and secretary. The Williamson County Commissioners Court shall name the Chairperson of the Board. Members of the Board shall select the remaining officers from amongst their members, and each officer shall serve a one-year term.

2.2. *Chairperson.* The Chairperson shall preside at all meetings of the Board. At each meeting, the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the District.

2.3. *Vice-Chairperson*. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson and in case of the resignation or death of the Chairperson. The Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Williamson County Commissioners Court shall appoint a new Chairperson.

2.4. *Secretary*. The Secretary or his/her designee shall act as Secretary of the meetings of the Board and record all votes and shall keep a record of the proceedings of the Board in a journal of proceedings to be kept for such purpose and shall perform all duties incidental to his/her office.

III. EXECUTIVE DIRECTOR

3.1. The Directors of the Board shall appoint an Executive Director of the District. The Executive Director shall be the chief administrative officer of the District and shall manage the day-to-day operations of the District, subject to the direction of the Board.

3.2. If the Executive Director is a physician licensed and in good standing in the state of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the District. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be retained as provided in Section 8.1.

3.3. The Executive Director shall be an ex-officio non-voting member of the Board.

3.4. If, during the annual evaluation of the Executive Director or at any other time, two-thirds of the entire Board determines the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the District's personnel policies, the Executive Director's employment may be terminated immediately. The exact terms of the termination shall be determined at the time by a majority vote of the Board. In the event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director.

3.5. The Executive Director shall employ such full or part-time employees as are needed to carry out the programs of the District. These employees shall be employees of the District and perform those duties as are assigned to them. The compensation of such personnel, including the Executive Director, shall be determined by the Board subject to the laws of the State of Texas. The Executive Director shall have the authority, and subject to provisions of the policies-procedures of the District, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

IV. MEETINGS

4.1. A majority of the voting Directors shall constitute a quorum for the transaction of business. The presence of the Executive Director shall not count for the purposes of determining whether a quorum is present.

4.2. The Board shall meet at least quarterly on a date fixed by the Board and shall hold such meetings as may be called by the chairperson or by the majority of the Board.

4.3. The Board shall comply with the Open Meetings Act.

V. PURPOSE OF THE DISTRICT

5.1. The District may perform any public health function that any of its Member Governments may perform unless otherwise restricted by law. The Board and Director shall determine which public health programs and services will be provided by the District based on needs assessment and the availability of resources.

5.2. The District shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.

5.3. The District shall provide "Essential public health services" as defined in Section 121.002 of the Act.

5.3.1. Monitor the health status of individuals in the community to identify community health problems;

5.3.2. Diagnose and investigate community health problems and community health hazards;

5.3.3. Inform, educate, and empower the community with respect to health issues;

Mobilize community partnerships in identifying and solving community health

problems;

5.3.5. Develop policies and plans that support individual and community efforts to improve health;

5.3.6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

5.3.7. Link individuals who have a need for community and personal health services to appropriate community and private providers;

5.3.8. Ensure a competent workforce for the provision of essential public health services;

5.3.9. Research new insights and innovative solutions to community health problems; and

5.3.10. Evaluate the effectiveness, accessibility, and quality of personal and population- based services in a community.

5.4. By way of illustration but not by way of requirement or limitation, the District may provide public health services such as the following: communicable disease control and prevention services, public health education, information and referral services, environmental and consumer health programs, public health nutrition programs, community assessment and health status data analysis, public health emergency preparedness and response, and collaborating with others to address public health issues.

5.5. Member Governments and other government entities, as well as private institutions both within and outside of Williamson County, may contract with the District to provide additional public health services upon approval of the Board**.**

5.6. The Board shall have the authority to set and collect fees for its services and for the issuance of health and sanitation-related licenses and permits as authorized by law.

5.7. The District shall also have authority to conduct health and sanitation inspections for Member Governments, for non-member governments that enter into an interlocal agreement with the District, or as authorized by law.

5.8. When the District has the responsibility to issue a certain type of health or sanitation permit, the Member Governments agree not to require their own health or sanitation permits.

VI. LIABILITY AND INDEMNITY

6.1. As provided in the Act, the District is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a member of a public health district is not liable under Chapter 101 for any conduct of the District's personnel or for any condition or use of the District's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity.

6.2. The District shall indemnify each and every Director, its officers and its employees, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the District. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of this Agreement and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability. Notwithstanding the foregoing, the District will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

6.3. The District must purchase and maintain insurance, as available, on behalf of any Director, officer, employee, or agent of the District, or on behalf of any person serving at the request of the District as a board member, officer, employee, medical Director or Health Authority, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.

6.4. The District may engage private legal counsel who will advise and represent the District on general legal matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest. For matters relating solely to their own Member

Government, the Member Governments agree to provide or fund legal services to the District for matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest.

VII. FINANCING OF THE FUNCTIONS OF THE DISTRICT

7.1. For fiscal year 2025, the District's fiscal year shall be January 1, 2025 through September 30, 2025. Thereafter, the District's fiscal year shall be October 1 through September 30.

7.2. The Member Governments of the District shall pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance, in the amount agreed to by the governing body of each Member. The District will request that city Member Governments contribute on a per capita basis based on the U.S. Census Bureau's most recent annual estimate of population.

7.3. The Board shall annually request funding from Member Governments on an October 1 – September 30 fiscal year basis. New Member Governments joining after the Effective Date of this Agreement shall pay on the same basis or according to the same formula as the existing Member Governments, but such payment may be pro-rated to the date of the new Member's admission to the District relative to October 1.

7.4. The District shall also actively seek funding from the Texas Department of State Health Services or its successor (or any other state or federal agency), and from public or private grants.

7.5. The District shall be allowed to assess and collect fees for its services as may be established by the Board.

7.6. The Board and Executive Director will maximize funding from other available sources, including governmental and private grants, prior to requesting funding from Member Governments.

7.7. All funds of the District not otherwise employed will be deposited in banks or other depositories designated by the Board.

7.8. All checks, drafts, endorsements, notes and evidences of indebtedness of the District will be signed by such officers or agents and all endorsements for deposits to the credit of the District will be made as authorized by the Board.

7.9. No loans or advances will be contracted on behalf of the District, and no note or other evidence of indebtedness will be issued in its name, except as authorized by majority vote of the Board and for purposes allowed by law.

7.10. Only the Executive Director or his/her designee acting in compliance with any Business Practices or Policies and Procedures Manual approved by the Board, may, in the name of and on behalf of the District, enter into contracts or execute and deliver instruments as specifically authorized by the Board by resolution or action at a duly called meeting. The District shall maintain sufficient undesignated cash reserve funds to prevent untimely disruptions in services

or loss of key personnel.

7.12. The Executive Director will provide to the Board no later than one hundred fifty (150) days after the close of the fiscal year a report containing the following information in appropriate detail:

7.12.1. The assets and liabilities of the District as of the end of the fiscal year;

7.12.2. The principal changes in assets and liabilities during the fiscal year;

7.12.3. The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year;

7.12.4. The expenses or disbursements, for both general and restricted purposes, during the fiscal year;

7.12.5. The substantial activities and projects begun, in progress, and completed during the fiscal year.

7.12.6. The annual report will include a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the District that such statements were prepared without audit from the books and records of the District.

7.13. The Board shall require that an independent audit of the District's financial records be made annually. The annual audit shall be available for public inspection during all normal business hours at the District office. The District shall adopt sound financial management policies and procedures and shall comply with requirements of funding entities.

VIII. EMPLOYEES

8.1. If the Executive Director is not a physician, the Executive Director, subject to approval by the Board, shall appoint a physician licensed and in good standing in the state of Texas as an officer of the District to serve as the Health Authority. If no local physician can be found who is willing to so serve, then the designated Medical Director of the Texas Department of State Health Services or its successor or his/her designee shall serve as the Health Authority. A Health Authority appointed under the provisions of Section 121.021 of the Act has certain duties prescribed by State Law that are necessary to implement and enforce to protect public health. The Health Authority shall aid the Board in all matters of local quarantine, disease prevention and suppression, sanitation inspection and control of contagious, infectious, and epidemic diseases within the District's jurisdiction. It is the intent of this Agreement that any Health Authority of the District shall be an "employee" as defined by Section 101.001(2) of the Texas Civil Practice and Remedies Code for the purposes of the Texas Tort Claims Act. A Health Authority is a state officer when performing duties prescribed by state law (Section 121.024 of the Texas Health and Safety Code).

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IX. MISCELLANEOUS

9.1. The provisions of Chapter 121 of the Texas Health and Safety Code shall be applicable to the District. In the event of a conflict between Chapter 121 and this Agreement, Chapter 121 shall control.

9.2. A Member Government may withdraw from this Agreement by giving written notice to the other Member Governments and to the Executive Director no later than six (6) months before the end of the District's fiscal year. The withdrawal shall become effective at the end of the current District fiscal year after the withdrawing Member Government has given written notice of its decision to the Board. Such notice of withdrawal shall not relieve such Member Government of any obligation incurred by such Member Government prior to date of withdrawal.

9.3. Modification of this Agreement shall be in writing and effective upon approval by a majority of the Member Governments.

9.4. This Agreement shall remain in effect unless modified or cancelled by a majority of the Member Governments.

9.5. In the event that a majority of Member Governments vote to dissolve the District, after payment of all liabilities, the District's unencumbered assets will be distributed proportionately to current Member Governments based on their current fiscal year contributions to the District.

9.6. This Agreement constitutes the entire Agreement between the Parties in regard to the provision of public health services and supersedes all prior such Agreements between the Parties.

9.7. This Agreement shall become effective (the date inserted will be the last date of approval by a Member Government)_____day of_____, 2024 (the "Effective Date").

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By:_____,
Bill Gravell Jr., County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By:_____
Jim Penniman-Morin, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By:_____
Dwayne Ariola, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By:_____
Christine DeLisle, Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By:_____
Crystal Mancilla, Mayor

Date: _____

STATE OF TEXAS	§	**AMENDED AND RESTATED**
	§	
	§	**COOPERATIVE AGREEMENT**
	§	
	§	**WILLIAMSON COUNTY AND CITIES**
	§	
COUNTY OF WILLIAMSON	§	**PUBLIC HEALTH DISTRICT**

This Amended and Restated Cooperative Agreement (this "Agreement") is made by and between the County of Williamson ("County") and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the "Member Governments "), under Chapter 121, Subchapter E of the Texas Health and Safety Code (the "Code"), acting by and through their respective authorized officers, representatives and governing bodies.

RECITALS

WHEREAS, in1943 the Williamson County Health Department was established; and

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the "Act"), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in the county for the purpose of providing and furnishing public health programs; and

WHEREAS, in 1989 the Williamson County Health Department was reorganized as a Public Health District by Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the "Original Members"), and re-designated as the Williamson County & Cities Health District (hereinafter the "District"); and

WHEREAS, the District began being governed by a public health board pursuant to the Code and a "Cooperative Agreement," which was initially approved by the Original Members in 1989 and revised and approved by the Original Members in 1992, 2004, and 2007; and

WHEREAS, the Cities of Liberty Hill and Hutto joined the District in 2007, and, thereafter, in 2013, the City of Leander joined the District (collectively the "New Member Cities"); and

WHEREAS, the County, Original Member Cities and New Member Cities comprise all membership in the District as of the Effective Date of this Agreement and are collectively referred to herein as the "Member Governments"; and

WHEREAS, the Member Governments approved an amended and restated Cooperative Agreement in 2021; and

WHEREAS, the Member Governments have determined that the Cooperative Agreement needs to be amended and restated again to modify the District's fiscal year~~reflect modifications relating to the composition of the Board and to clarify certain provisions~~; and

NOW THEREFORE, the Member Governments of the District do hereby amend and restate the Cooperative Agreement relating to the Williamson County & Cities Health District in accordance with the following:

I. GOVERNANCE

1.1. The affairs of the District shall be governed by a public health board, which shall be called the Williamson County Board of Health (hereinafter the "Board"). The Board shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction, provided that no rule adopted shall be in conflict with the laws of the State of Texas.

1.2 Except as otherwise set out herein, two Directors shall be appointed by the Williamson County Commissioners' Court, and one Director shall be appointed by each of the City Managers of the Cities of Cedar Park, Georgetown, Round Rock, Taylor and Hutto. The Cities of Leander and Liberty Hill have shared one Director since becoming Member Governments and they hereby agree to continue to share such Director. Thus, the City Manager of the City of Leander shall appoint one Director to serve on behalf of the Cities of Leander and Liberty Hill. In the event either the City of Liberty Hill reaches a population of 15,000 or more, or additional cities having populations of less than 15,000 become new Member Governments following the Effective Date of this Agreement, the City of Liberty Hill shall then appoint a Director in accordance with the provisions of Section 1.3 below.

1.3. Any incorporated city within the District's territory may apply to become a member of the District and the governing body of each existing Member Government shall review the application. The governmental entity making application may be admitted as a new Member Government of the District if a majority of the governing bodies of each then existing Member Governments approves such application. Upon admission as a member of the District and approval of this Agreement, the new member will become a Member Government.

1.3.1 For incorporated city Member Governments with a population of 15,000 or greater, the City Manager of such city may appoint one qualified Director to the Board.

1.3.2 New incorporated city Member Governments that have less than 15,000 population must each join together and select two qualified Directors to represent them on the Board; provided, however, if there are four or less new incorporated city Member Governments with population less than 15,000 each, they will all join together and select one qualified Director to represent them on the Board.

1.3.3 Except as otherwise set out herein, existing Member Governments in place on the Effective Date of this Agreement will retain current representation on the Board regardless of population estimate.

1.4. To be qualified as a Director, a person must be a citizen of the United States and must have resided at least three (3) years in the District. A Director shall not be an elected official but must be an employee of the Member Government for which he or she serves.

1.5. Directors shall serve without compensation.

1.6. Directors shall serve staggered three-year terms, except as provided in Sections 1.7 and 1.9 below.

1.7. The term effective date for Directors appointed by new Member Governments shall be staggered such that no more than one-third (1/3) of the terms of the Directors expire in any one year. To accomplish such staggering, new Directors shall have terms commencing as follows: on January 1 of the current year for those joining the District between January 1 through June 30, and January 1 of the following year for those joining the District between July 1 through December
31. In addition, if multiple new Member Governments join the District in the same year, the Board may designate the initial term of the newly appointed Directors to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

1.8. A Director for a city Member Government may be removed be from the Board at the discretion of the particular city Member Government's City Manager. Directors representing the County serve at the pleasure of the Williamson County Commissioners Court and may be removed at its discretion. The Executive Director is to contact the Member Government if its appointed Director is absent for two consecutive Board meetings or three Board meetings during a calendar year.

1.9 All vacancies of a Director shall be filled for the unexpired portion of the term by the City Manager of the appointing city Member Government or by the Williamson County Commissioners Court for the County's Directors, whichever the case may be. If less than one (1) year remains in the unexpired term for the Director of a Member Government, then the City Manager or the Williamson County Commissioners Court may appoint its Director(s) to fill the unexpired portion of the term plus a full term of three (3) years.

1.10. A Director may serve consecutive terms.

II. OFFICERS

2.1. *General*. The officers of the Board shall consist of the chairperson, vice-chairperson, and secretary. The Williamson County Commissioners Court shall name the Chairperson of the Board. Members of the Board shall select the remaining officers from amongst their members, and each officer shall serve a one-year term.

2.2. *Chairperson.* The Chairperson shall preside at all meetings of the Board. At each meeting, the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the District.

2.3. *Vice-Chairperson*. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson and in case of the resignation or death of the Chairperson. The Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Williamson County Commissioners Court shall appoint a

new Chairperson.

2.4. *Secretary*. The Secretary or his/her designee shall act as Secretary of the meetings of the Board and record all votes and shall keep a record of the proceedings of the Board in a journal of proceedings to be kept for such purpose and shall perform all duties incidental to his/her office.

III. EXECUTIVE DIRECTOR

3.1. The Directors of the Board shall appoint an Executive Director of the District. The Executive Director shall be the chief administrative officer of the District and shall manage the day-to-day operations of the District, subject to the direction of the Board.

3.2. If the Executive Director is a physician licensed and in good standing in the state of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the District. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be retained as provided in Section 8.1.

3.3. The Executive Director shall be an ex-officio non-voting member of the Board.

3.4. If, during the annual evaluation of the Executive Director or at any other time, two-thirds of the entire Board determines the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the District's personnel policies, the Executive Director's employment may be terminated immediately. The exact terms of the termination shall be determined at the time by a majority vote of the Board. In the event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director.

3.5. The Executive Director shall employ such full or part-time employees as are needed to carry out the programs of the District. These employees shall be employees of the District and perform those duties as are assigned to them. The compensation of such personnel, including the Executive Director, shall be determined by the Board subject to the laws of the State of Texas. The Executive Director shall have the authority, and subject to provisions of the policies-procedures of the District, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

IV. MEETINGS

4.1. A majority of the voting Directors shall constitute a quorum for the transaction of business. The presence of the Executive Director shall not count for the purposes of determining whether a quorum is present.

4.2. The Board shall meet at least quarterly on a date fixed by the Board and shall hold such meetings as may be called by the chairperson or by the majority of the Board.

4.3. The Board shall comply with the Open Meetings Act.

V. PURPOSE OF THE DISTRICT

5.1. The District may perform any public health function that any of its Member Governments may perform unless otherwise restricted by law. The Board and Director shall determine which public health programs and services will be provided by the District based on needs assessment and the availability of resources.

5.2. The District shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.

5.3. The District shall provide "Essential public health services" as defined in Section 121.002 of the Act.

5.3.1. Monitor the health status of individuals in the community to identify community health problems;

5.3.2. Diagnose and investigate community health problems and community health hazards;

5.3.3. Inform, educate, and empower the community with respect to health issues;

Mobilize community partnerships in identifying and solving community health

problems;

5.3.5. Develop policies and plans that support individual and community efforts to improve health;

5.3.6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

5.3.7. Link individuals who have a need for community and personal health services to appropriate community and private providers;

5.3.8. Ensure a competent workforce for the provision of essential public health services;

5.3.9. Research new insights and innovative solutions to community health problems; and

5.3.10. Evaluate the effectiveness, accessibility, and quality of personal and population- based services in a community.

5.4. By way of illustration but not by way of requirement or limitation, the District may provide public health services such as the following: communicable disease control and prevention services, public health education, information and referral services, environmental and consumer health programs, public health nutrition programs, community assessment and health status data analysis, public health emergency preparedness and response, and collaborating with others to address public health issues.

5.5. Member Governments and other government entities, as well as private institutions both within and outside of Williamson County, may contract with the District to provide additional public health services upon approval of the Board**.**

5.6. The Board shall have the authority to set and collect fees for its services and for the issuance of health and sanitation-related licenses and permits as authorized by law.

5.7. The District shall also have authority to conduct health and sanitation inspections for Member Governments, for non-member governments that enter into an interlocal agreement with the District, or as authorized by law.

5.8. When the District has the responsibility to issue a certain type of health or sanitation permit, the Member Governments agree not to require their own health or sanitation permits.

VI. LIABILITY AND INDEMNITY

6.1. As provided in the Act, the District is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a member of a public health district is not liable under Chapter 101 for any conduct of the District's personnel or for any condition or use of the District's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity.

6.2. The District shall indemnify each and every Director, its officers and its employees, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the District. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of this Agreement and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability. Notwithstanding the foregoing, the District will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

6.3. The District must purchase and maintain insurance, as available, on behalf of any Director, officer, employee, or agent of the District, or on behalf of any person serving at the request of the District as a board member, officer, employee, medical Director or Health Authority, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.

6.4. The District may engage private legal counsel who will advise and represent the District on general legal matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest. For matters relating solely to their own Member

Government, the Member Governments agree to provide or fund legal services to the District for matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest.

VII. FINANCING OF THE FUNCTIONS OF THE DISTRICT

7.1. For fiscal year 2025, t~~T~~he District's fiscal year shall be January 1, 2025 through September 30, 2025~~December 31~~. Thereafter, the District's fiscal year shall be October 1 through September 30.

7.2. The Member Governments of the District shall pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance, in the amount agreed to by the governing body of each Member. The District will request that city Member Governments contribute on a per capita basis based on the U.S. Census Bureau's most recent annual estimate of population.

7.3. The Board shall annually request funding from Member Governments on an October 1 – September 30 fiscal year basis. New Member Governments joining after the Effective Date of this Agreement shall pay on the same basis or according to the same formula as the existing Member Governments, but such payment may be pro-rated to the date of the new Member's admission to the District relative to October 1.

7.4. The District shall also actively seek funding from the Texas Department of State Health Services or its successor (or any other state or federal agency), and from public or private grants.

7.5. The District shall be allowed to assess and collect fees for its services as may be established by the Board.

7.6. The Board and Executive Director will maximize funding from other available sources, including governmental and private grants, prior to requesting funding from Member Governments.

7.7. All funds of the District not otherwise employed will be deposited in banks or other depositories designated by the Board.

7.8. All checks, drafts, endorsements, notes and evidences of indebtedness of the District will be signed by such officers or agents and all endorsements for deposits to the credit of the District will be made as authorized by the Board.

7.9. No loans or advances will be contracted on behalf of the District, and no note or other evidence of indebtedness will be issued in its name, except as authorized by majority vote of the Board and for purposes allowed by law.

7.10. Only the Executive Director or his/her designee acting in compliance with any Business Practices or Policies and Procedures Manual approved by the Board, may, in the name of and on behalf of the District, enter into contracts or execute and deliver instruments as specifically authorized by the Board by resolution or action at a duly called meeting. The District shall

maintain sufficient undesignated cash reserve funds to prevent untimely disruptions in services or loss of key personnel.

7.12. The Executive Director will provide to the Board no later than one hundred fifty (150) days after the close of the fiscal year a report containing the following information in appropriate detail:

7.12.1. The assets and liabilities of the District as of the end of the fiscal year;

7.12.2. The principal changes in assets and liabilities during the fiscal year;

7.12.3. The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year;

7.12.4. The expenses or disbursements, for both general and restricted purposes, during the fiscal year;

7.12.5. The substantial activities and projects begun, in progress, and completed during the fiscal year.

7.12.6. The annual report will include a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the District that such statements were prepared without audit from the books and records of the District.

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9.6. This Agreement constitutes the entire Agreement between the Parties in regard to the provision of public health services and supersedes all prior such Agreements between the Parties.

9.7. This Agreement shall become effective (the date inserted will be the last date of approval by a Member Government)_____day of_____, 2024~~1~~ (the "Effective Date").

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By:_____,
Bill Gravell Jr., County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By:_____
Jim Penniman-Morin~~Corbin Van Arsdale~~, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By:_____
~~Brandt Rydell~~Dwayne Ariola, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By:_____
Christine DeLisle~~Sederquist~~,
Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

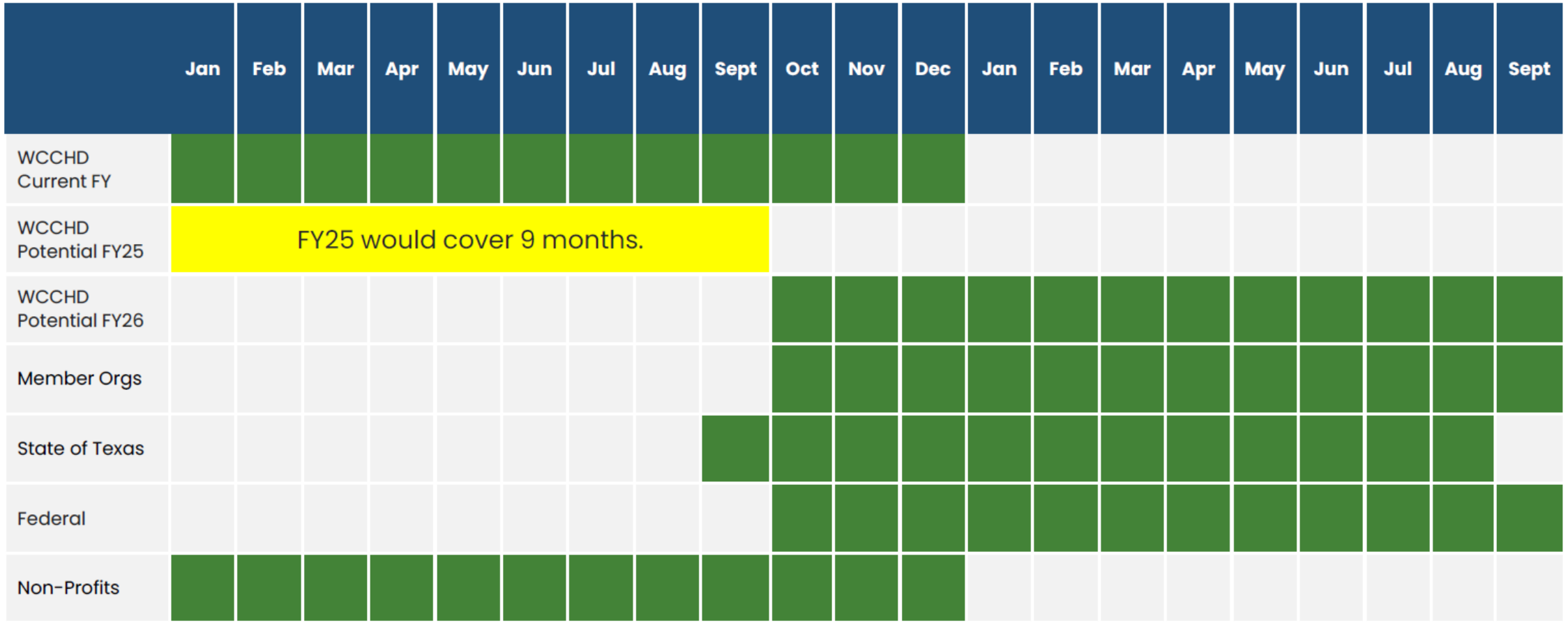
By:_____
~~Liz Branigan~~Crystal Mancilla, Mayor

Date: _____

WCCHD Fiscal Year Transition proposal

WCCHD FY25 Fiscal Year Proposal

Fiscal Year Comparison by Funding Agency



Consideration - Aligning with member governments benefits

Match the fiscal year of its member governments (Oct-Sept), allowing WCCHD to streamline financial reporting and budgeting processes, enhancing coordination and efficiency in resource allocation.

Promote synchronized budgeting cycles, enabling more accurate forecasting and strategic planning for WCCHD and its member municipalities.

Facilitate smoother collaboration between WCCHD and its members on joint initiatives, as all parties operate on the same financial timeline, minimizing discrepancies and maximizing synergy.

Consideration – Financial transparency and efficiency

Shifting the fiscal year to Oct-Sept enables WCCHD to fully capture revenue generated from its environmental health programs within its fiscal year.

Due to timing issues, revenue generated from environmental health programs may not be fully realized within WCCHD's Jan-Dec fiscal year. By transitioning to Oct-Sept, WCCHD can address this lag and ensure timely revenue recognition, enhancing financial transparency and accountability.

Proposed FY24 - FY26+

FY24: January 01, 2024 – December 31, 2024

FY25: January 01, 2025 – September 30, 2025

FY26: October 01, 2025 – September 30, 2026

SUBSEQUENT FISCAL YEARS: October 01 – September 30

Fiscal year transition approved? What's next?

WCCHD's member governments convene to amend the Cooperative Agreement to state that the new fiscal year is October – September

FY25 Budget Planning Summer - Fall 2024

WCCHD staff start making shifts and plans in all applicable software applications and calendars to account for the change in the fiscal year

WCCHD notifies funding agencies of the adopted fiscal year

FY25 – 9 months, budget adoption September 2024

FY26 – 12 months, budget adoption September 2025

WCCHD coordinates with fiscal auditors to ensure that audits continue uninterrupted under the new FY schedule

WCCHD finance staff coordinate changes with all providers and reviewers

City Council Meeting
September 26, 2024
Transmittal Letter

STRATEGIC PILLAR
Quality of Life

Agenda Item Number: 7.

Agenda Title: **Consider approving resolution R24-26 awarding a contract for HOME Program management services to Langford Community Management Services.**

Council Action to be Taken: Staff recommends that Council approve Resolution R24-26 awarding a contract for HOME Program management services to Langford Community Management Services and authorize the City Manager to execute the contract.

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE / DESCRIPTION

The purpose of this agenda item is to award a contract to Langford Community Management Services to provide professional management of the City's HOME Program.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

In compliance with State and Federal rules, the City issued a request for proposal (RFP) for management services for the HOME Program. The RFP was advertised in the Taylor Press and on the City's web site. The deadline for submitting a proposal was August 29, 2024.

As of the deadline, the City had only received one proposal from Langford Community Management Services (LCMS). LCMS has provided the same service for the City for many years.

3. PROS and CONS

PROS	CONS
• Provides for a qualified professional management firm to administer the	• N/A

HOME Program	

4. RECOMMENDATION

Staff recommends that Council approve Resolution R24-26 awarding a contract for HOME Program management services to Langford Community Management Services and authorize the City Manager to execute the contract.

5. FUNDING SOURCE

All costs associated with the management contract are reimbursable through the HOME Program and the Texas Department of Housing and Community Affairs.

6. TIMELINE

RFP responses were due by August 29, 2024.

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. LANGFORD PROPOSAL LETTER Taylor - Home Program Cover Letter - 08.22.24
2. RFP 2024-10 Home Program Management Services Langford Proposal
3. Resol R24-26 HOME RSP AGREEMENT MANAGEMENT contract to LCMS

LANGFORD
COMMUNITY MANAGEMENT SERVICES
EST. 1983

9017 W. Hwy. 29 Suite 206, Liberty Hill, Texas 78642
Office: 512.452.0432
LCMSinc.com / Facebook / LinkedIn

August 20, 2024

Tom Yantis, City Assistant Manager
City of Taylor
400 Porter Street
Taylor, TX 76574

RE: Proposal to Administer the City of Taylor Texas HOME – Housing Reconstruction/Rehabilitation Assistance Program for the Reservation System (RSP) Agreement through the Texas Department of Housing and Community Affairs (TDHCA) (RFP 2024-10)

Dear Mr. Yantis,

In response to your request for proposals for grant consultant services, we respectfully submit this letter followed by resumes of our key personnel, a list of current and past projects, and a list of references.

Our firm's grant consultant qualifications are extensive. Langford Community Management Services opened its doors as Bill Langford Associates in 1983. At that time the business was a sole proprietorship owned by Bill Langford. We incorporated in 1997 as Langford Community Management Services, Inc. (LCMS) as a Women-Owned Business Enterprise. For the past 41 years, we have worked with cities and counties to handle their grant writing and grant administration needs.

Our proposal to administer and manage Taylor's HOME grant programs covers all aspects of the project. The following information describes by category the type of administration we provide:

- Financial Management: Our firm maintains a financial management journal that documents vouchers, receipt of funds, local match expenditures, and payments to contractors. Financial advice is always available from our company to the locality. Upon request, we will also provide additional financial reports to the governing body.

- Record-keeping Requirements: Upon award of grant funds, we will set up a complete filing system for the City. A duplicate set will be maintained in our office in Austin. We will prepare and submit all required documents on a timely basis.

- Environmental Clearance Procedures: Our firm completes the environmental assessment and ensures all clearance procedures are met. This includes lead-based paint clearance if necessary.

- Client Identification, Intake, and Qualification for Assistance: We will prepare all application forms and procedures, conduct all intake interviews, and verify application and income information. We will rank applicants based on objective criteria approved by the locality's governing body.

- Affirmative Marketing, Fair Housing, Equal Employment Opportunity, Section 504, and Labor Standards Requirements: Our assistance will be provided to the City throughout the project to ensure compliance with all these areas of federal regulation. All necessary paperwork will be generated by our office and submitted to TDHCA on a timely basis.

- Bid/Contract Award Process: Our Company will provide architect-sealed house plans and outline specifications for the project. Our staff will handle preparation of the invitation for bid, the bidding process, and will assist the City with the award of the construction contract.

- Construction Monitoring: Our office will oversee all aspects of the construction and/or rehabilitation of the homes and will monitor all project activity during construction. Appropriate forms will be submitted to TDHCA as necessary.

- Contract Close-out: Our assistance to the City includes preparation of the final completion reports. We are also available to work with your auditor until the final financial and programmatic examinations are completed. We will continue to work with the City after the construction is complete to make sure that program rules and regulations are satisfied.

- Loan Closings: Langford Community Management Services, Inc. is licensed through Nationwide Mortgage Licensing System & Registry for Loan Origination, NMLS ID: 630095. Karen Walker RMLO #1209925 and Lacie Koska RMLO #1893297.

As the Housing Service Provider, we will manage the contract with each homeowner including a project specific environmental review, set-up record keeping for each unit, assist with the bidding and contracting for each unit, prepare necessary program forms, oversee construction and the contractor payments, prepare work write-ups, specifications and cost estimates for each home, and inspect and assess units for lead-based paint.

The City is receiving a RSP agreement through the TDHCA HOME Program. Our proposed cost of services for grant management of your HOME Program is a 5% administration fee (based on hard costs drawn from TDHCA) in addition to a fee not to exceed $12,000 for each housing unit to cover soft costs, such as work write-ups and overall construction management. Both of these costs are allowed under TDHCA rules and are covered by the funding TDHCA will provide.

The City of Taylor is to be commended for its interest in helping its citizens. HOME Grant Projects can be very beneficial to the City and its residents provided the projects are properly administered and completed.

Our offices are located at 9017 W. HWY 29, 206, Liberty Hill, Texas 78642. We can be reached at the following phone and fax numbers: (512) 452-0432, fax (512) 452-5380. The following is a list of email addresses for the employees that would work on this project:

Judy Langford	judy@lcmsinc.com
Karen Walker	karen@lcmsinc.com
Lacie Koska	lacie@lcmsinc.com

Thank you for the opportunity to submit our proposal. If we can provide you with any additional information, please do not hesitate to ask.

Sincerely,

Judy Langford
President

Enclosures: Langford Community Management City of Taylor Home Program Proposal RFP 2024-10 HOME PROGRAM MANAGEMENT SERVICES.

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.

CITY OF TAYLOR

Serving Texas
Cities and Counties

Proposal for Management Services
HOME Housing Rehabilitation
Assistance Program (HRA)

AUGUST 20 2024

LCMS, INC.

9017 W State HWY 29 Suite 206
Liberty Hill Texas 78642

Phone: (512) 452-0432
Fax: (512) 452-5380
Email: judy@lcmsinc.com

HOME HRA – Construction of a new home administered by LCMS

GRANT ADMINISTRATION EXPERIENCE

Background of the Firm

Langford Community Management Services began in 1983 as Bill Langford Associates, a grant consulting firm specializing in the infrastructure needs of cities, towns and counties. Bill Langford made his career in City Management and as the Executive Director of the Deep East Texas Council of Governments. Judy Langford joined the firm in 1991 having worked for the State and City for over 9 years. As it grew, the business was incorporated in 1997 as Langford Community Management Services, Inc. (LCMS), a women-owned business enterprise. With its roots in public service, LCMS strives to meet our clients' needs with the recognition that all local governments are in place to assist the public and provide services based on taxpayers monies.

LCMS has worked with the Texas Department of Housing and Community Affairs (TDHCA) HOME Program since 1993. The firm has worked closely with TDHCA offering suggestions and comments that have helped evolve the HOME program over the years.

Our firm's qualifications to be your grant consultant are extensive. Over the years, LCMS has helped our communities by obtaining HOME funds for nearly 600 houses in Texas. LCMS has written and administered many millions of dollars in grants and loans from other state and federal agencies, including the Texas Department of Agriculture, General Land Office, Texas Department of Emergency Management, Texas Department of Economic Development, Texas

Parks and Wildlife, Texas Department of Transportation, Texas Water Development Board, Texas Water Commission (now Texas Commission on Environmental Quality), Department of Energy (DOE), State Energy Conservation Office (SECO), Housing and Urban Development (HUD), United States Department of Agriculture (USDA), Texas Historical Commission (THC)U.S. Department of Justice (DOJ), Federal Emergency Management Agency (FEMA) and the Economic Development Administration (EDA).

The Scope of Work provided by Langford Community Management Services is total and complete. Our services go well beyond those that are normally proposed, such as maintaining close contact with State and Federal Agencies, preparing and personally delivering materials to the State offices. This insures an efficient tracking system and more-timely processing of payments and required documents. Under each of our administration contracts, we continue to work with communities after the construction of a project is complete to make sure that program rules and regulations are satisfied. Our firm is intricately familiar with the needs of cities, towns and counties, and we understand the need for a grant administrator to manage a project completely.

Qualifications of Key Personnel

LCMS will provide an experienced team to manage the project, having a combined HOME/CDBG experience of over 80 years. Since 1991, Judy Langford, President, has written and administered CDBG grants for cities and counties.

Karen Walker is our HOME Program Manager. Since joining our firm over 12 years ago she has been instrumental in gaining funding, approval and overseeing the building of over 400 homes within the HOME program. LCMS has managed nearly 35,000,000.00 in HOME funds since 1993. Karen also has a Mortgage Origination License (1209925) required to close on HOME funded programs that fall under a loan status, such as a repayable loan or a forgivable loan.

Lacie Koska is working with the HOME program under the guidance of Karen Walker. Lacie also has her Mortgage Origination License (1893297).

Paula Rodriguez is our HOME Program Liaison for South Texas communities. She is readily accessible since she has her home base in South Texas and has a relationship with many cites in this area.

Resumes of these and other staff are attached. As a small firm, the City will receive services directly from the ownership of the business.

Within this proposal is a full list of references and projects. The community is welcome to contact any of these references.

Availability and Dedication

LCMS was built on the dedication and successful implementation of programs for cities, towns and counties. If selected, LCMS stands ready to apply this same dedication to the community and its HOME program. This proposal is for an initial three (3) years or till the completion of the homes in the process of construction with an option of an additional 2 year extension.

Approach to Providing Services

LCMS understands the need for the selected consulting firm to administer and manage the City's HOME program entirely. This is the stance our firm takes on all contracts. LCMS will

organize the program in such a way that the City will ultimately be responsible only for internal processes such as final review and approval of the draws. Homeowner application process, Tiered Environmental Reviews along with construction management will be necessary on these projects and LCMS is very experienced with these reviews and the associated processes anticipated by the HOME program.

WORK PERFORMANCE WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) HOME PROGRAM.

Scope of Work

With over 40 years of experience working with TDHCA and administering projects for the HOME program, LCMS provides an all-inclusive management of a project. A proven success is our personal attention to the program that ensures proper application processes, homeowner satisfaction, construction management and required documents.

Our team stands ready to provide the City of TAYLOR the following management services for TDHCA HOME Program within each of the following areas:

Project Management

- Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
- Maintenance of filing system.
- Provide general advice and technical assistance to Administrator's personnel on implementation of project and regulatory matters
- If requested, assist in the procurement of construction services through a sealed bid process, if applicable, and as required by the HOME Program regulations.
- Furnish the Administrator with necessary forms and procedures as required to implement projects under the HOME contract.
- Assist the Administrator in meeting all special condition requirements that may be stipulated in the contract between the Administrator and TDHCA.
- Prepare and submit to TDHCA all documentation necessary for amending the HOME contract, as applicable
- Conduct environmental clearance procedures as required.
- Prepare and submit Project Set-up, Project Completion, HUB and other required reports.
- Establish procedures to document expenditures associated with local administration of the project
- Serve as liaison for the Administrator during any review or monitoring visit by staff representatives from either TDHCA or HUD.

Financial Management

- Assist the Administrator in proving its ability to manage the grant funds to the state's audit division
- Assist the Administrator in establishing and maintaining a Direct Deposit bank account and/or separate local bank account, journals and ledgers

- Assist the Administrator in submitting the required Direct Deposit Authorization form, the Texas Application of Payee Identification Number, the Identification of Contract Administrator form and any other forms as required by TDHCA.
- Prepare all fund drawdown on behalf of the administrator in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
- Review invoices received for payment and file back-up documentation
- Provide general advice and technical assistance to Administrator's personnel regarding implementation of project and regulatory matters.
- Assist the Administrator in establishing procedures to handle the use of any HOME program income.

Environmental Review

- Perform environmental assessment procedures and prepare documentation as necessary
- Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
- Document consideration of any public comments.
- Prepare any required re-assessment of environmental assessment and/or documentation as necessary.

Homeowner Rehabilitation/Reconstruction Assistance – HRA/PWD/Disaster

- Prepare and submit local rehabilitation guidelines, policies and procedures and work write-ups for all projects to TDHCA for approval.
- Develop affirmative marketing plan, outreach and necessary application processing/ verification forms.
- Screen applicants for program qualification
- Screen homes for feasibility
- Conduct lead-based paint assessment
- Inform all applicants as to eligibility and prepare HOME contract for qualified applicants
- Prepare work write-ups and cost estimates
- If requested, assist homeowners in the procurement of contracted construction services
- Conduct homeowner pre-construction conference and prepare documentation
- Issue Notice to Proceed to construction contractor(s).
- Ensure that all construction activities meet or exceed Texas Minimum Construction Standards.
- Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
- Maintain client files following TDHCA requirements
- Manage dispute resolution process as required.

Fair Housing / Equal Opportunity

- Assist the Administrator in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
- Maintain documentation of all project beneficiaries by ethnicity and gender.
- Prepare Section 3 and Affirmative Marketing Plan and waitlist.

- Perform all Section 504 requirements and prepare documentation as necessary
- Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

Audit / Close-Out Procedures

- Prepare the final Project Completion Report, including Historically Underutilized Businesses (HUB) Report and Certificate of Contract Completion
- Assist Administrator in resolving any review, monitoring and/or audit findings.
- Assist Administrator in resolving any third party claims
- Provide auditor with Home audit guidelines.

STATEMENT OF QUALIFICATIONS

Our firm's grant consultant qualifications are extensive. For the past 40 years, we have worked with cities, towns and counties to handle their grant writing and grant administration needs. We have administered numerous federally-funded, local, public works, and construction projects, including many HOME HRA projects. Project lists by type are included within this proposal.

WORK PERFORMANCE ON CURRENT AND PAST PROJECTS

LCMS is currently contracted with the Texas Department of Housing and Community Affairs for, or have completed, new homes under the HOME HRA Program in numerous cities and counties. See list in proposal.

CAPACITY TO PERFORM

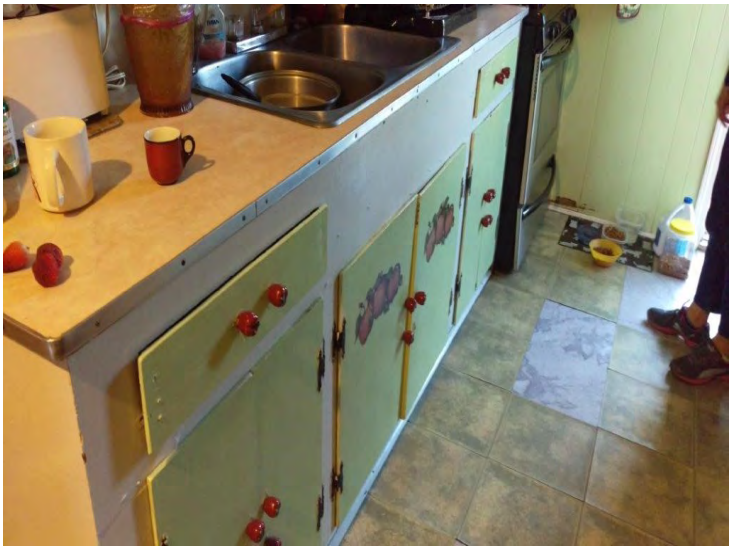
LCMS ranks our employees as our #1 asset. Our work with more than 70 communities would not be possible without the knowledge, experience and skills of our staff members. LCMS has in place a strong team with vast training and experience in the HOME program, as well as beneficial programs such as Texas Capital Fund. LCMS staff are trained and certified for various programs through the Texas Department of Agriculture to be administrators of the TxCDBG Program. Many of the staff are GLO- and CDBG-trained for environmental reviews, and trained and certified with the Texas Department of Transportation for administration of TxDOT projects.

Resumes for LCMS staff are included in this proposal.

HISTORICALLY UNDERUTILIZED BUSINESS

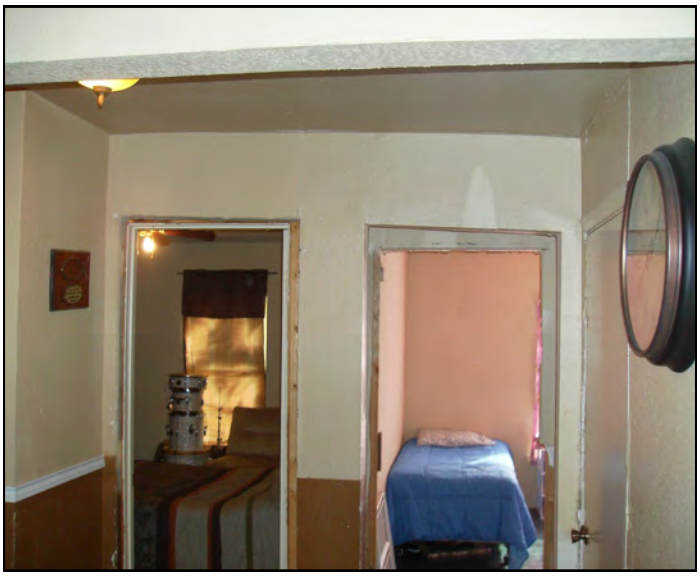
LCMS is a State of Texas Certified Historically Underutilized Business (HUB) and an Equal Opportunity Employer. Please see attached State Certificate.

BEFORE PHOTOS - The City of Lyford



The City of Lyford - After the HOME Program

BEFORE PHOTOS - The City of Taylor



The City of Taylor - After the HOME Program

JUDY LANGFORD

President

PROFESSIONAL EXPERIENCE

Management Consultant, **Langford Community Management Services**, Austin, Texas

June 1991 to present: Co-owner of Langford Community Management Services, Inc.
Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Agriculture CDBG, Texas General Land Office – Disaster Recovery Division; Texas Parks & Wildlife Department; Texas Historical Commission; Texas Department of Economic Development; Texas Department of Transportation; Neighborhood Stabilization Program; U.S. Department of Energy – Energy Efficiency and Conservation Block Grant Program; State Energy Conservation Office; U.S. Department of Labor; U.S. Department of Justice, Texas Department of Economic Development; Texas Department of Emergency Management; Federal Emergency Management Agency; U.S. Department of Housing and Urban Development – Economic Development Initiative as well as private entities such as HNTB. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Responsible for the environmental clearance of projects to include the submission and maintenance of the Environmental Review Record for projects as needed. Conduct public hearings for grant programs at city council and commissioner's court meetings as needed. Insure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Quality Assurance Coordinator, **Kerrville State Hospital,** Kerrville, Texas

August 1988 to May 1991: Developed and administered Quality Assurance Program for a 16 county catchment area of the Kerrville State Hospital with eight community based mental health centers.

EDUCATION

Bachelor's Degree, The University of Texas at Austin

WORKSHOPS and TRAININGS

Texas Department of Agriculture Grant Application and Implementation Workshops
General Land Office Disaster Recovery Program Training
Texas Department of Transportation Grant Workshops
Texas Safe Routes to School Grant Administration Workshops
Texas Department of Housing and Community Affairs Grant Administration Workshops
Texas Municipal League Annual Conferences

CERTIFICATIONS

Texas Engineering Extension Service - Texas Department of Transportation LGPP Qualified
Texas Department of Agriculture Administration Certified

KAREN WALKER

Home Program Manager

PROFESSIONAL EXPERIENCE

Management Consultant, **Langford Community Management Services**, Austin, Texas

November 2012 to present: Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Housing and Community Affairs – HOME Program and Housing Trust Fund; and Texas Historical Commission. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Conduct public hearings for grant programs at city council and commissioner's court meetings as needed. Insure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

President, **CWKR Venture Corporation**, (d.b.a. Headshots Photography)

1987-2010**:** Photography Concession within Macy's Department Store located in Hawaii. Created a new industry in photography by combining professional makeup application, styling techniques and contemporary photography ideas within a mall atmosphere using an assembly line process. Achieved business profitability within one month of start up. Implemented strategies to achieve sales exceeding $900,000 for first location. Secured $500,000.00 in investment capital to expand growth. Continued to grow by way of opening more company owned locations while developing franchise strategy. Merged retail business with a full-scale department store. Negotiated and secured a relationship with Liberty House Department stores (now known as Macy's) to operate a Headshots photography studio within the junior clothes department in the Macy's store in Aiea Hawaii. Identified strategies resulting in profitability since 1988. Scaled local business model to national level, with revenue growth of 800% in four years.

President. LowCarb Success, Austin, Texas

2001 to 2004: Created a business plan for production of food manufacturing and implemented business plan. Achieved a sales base from 0 to over 4 million yearly sales within a 3 year period of time. Created line extensions to existing products. Added in the graphic look and the branding of the products. Organized national trade shows for the purpose of obtaining new distribution centers.

Talent Coordinator, Performer, Honolulu Hawaii

1985 to 1990: Responsible for managing talent and negotiating client contracts. Make-up artist. Nightly Entertainer at the Sheraton Waikiki.

EXPERTISE

Management and Training, Independent Sales, Financial Administration, Site Planning, Franchise Setup and Sales, Vendor Coordination, Marketing and Entertainer.

WORKSHOPS and TRAININGS

Texas Department of Housing and Community Affairs Grant Workshops

LICENSES

Mortgage Loan Originator, License #1209925

LACIE KOSKA

Management Consultant and Environmental Specialist

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas
May 2019 to present: Manages and administers the construction of TDHCA funded HOME program homes. Responsible for correspondence regarding grant projects to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Housing and Community Affairs – HOME Program and Housing Trust Fund; and Texas Historical Commission. Oversee financial management, monitor construction and engineering activities for grantees. Program eligibility specialist: accept applications, process, and enter HOME program applicant information into the TDHCA Housing Contract System. Conduct public hearings for grant programs at city council and commissioner's court meetings as needed. Ensure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities to develop plans and strategies which better assist them in meeting the needs of their community.

Prepare Environmental Review Records (ERR) for Texas Department of Agriculture's Office of Rural Affairs' Community Development projects administered by Langford and the General Land Office. The ERR includes research and determination of information as to whether the human environment would be negatively impacted by the project activities and outcome; publishing of Public Notices; Coordination with the Texas Historical Commission, Texas Coastal Program, United States Fish and Wildlife Service, Texas Parks and Wildlife Department, Environmental Protection Agency, Texas Department of Agriculture, engineers, administrator and Grantee staff.

Accounting Specialist, Picco Coatings Company, Houston, Texas
May 2015 to October 2017: Responsible for all accounts payables, accounts receivable, weekly payroll, inventory invoices and monthly reconciliation of accounts. Assisted customer service and the shipping department when necessary.

Customer Service Representative, Univar USA, Houston, Texas
September 2004 to August 2009: Responsible for several cities and working with the customers for all their ordering and shipping needs. Trained new team members as part of the on-going goal of quality control and consistency in the department.

Receptionist, C.W. Rod Tool, Houston Texas
September 2003 to September 2004: Prepared and made bank deposits daily. Assisted customers in the store and on the phone. Regularly maintained information binders. Responsible for front office duties.

EDUCATION

Bachelor's Degree, Sam Houston State University, Huntsville, TX

LICENSES

Mortgage Loan Originator, License #1893297

MELISA DURHAM

Management Consultant

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas

August 2013 to present: Prepare Environmental Review Records (ERR) for Texas Department of Agriculture's Office of Rural Affairs' Community Development projects administered by Langford and the General Land Office. The ERR includes research and determination of information as to whether the human environment would be negatively impacted by the project activities and outcome; publishing of Public Notices; Coordination with the Texas Historical Commission, Texas Coastal Program, United States Fish and Wildlife Service, Texas Parks and Wildlife Department, Environmental Protection Agency, Texas Department of Agriculture, engineers, administrator and Grantee staff.

Assist with writing of competitive grants on behalf of rural cities and counties throughout the State of Texas, and correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Rural Affairs, Texas Department of Rural Affairs – Disaster Recovery Division; Texas Department of Agriculture; Texas Parks & Wildlife Department; Texas Historical Commission; Texas Department of Economic Development; Texas Department of Transportation; as well as private entities such as HNTB. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Office Manager, Frontera Administrative Services, Inc., Austin, Texas

June 2009 to June 2013: Co-managed grant projects funded through the Texas Department of Transportation Border Colonia Access Paving (BCAP), Texas Department of Agriculture Community Development (CDBG), and Texas Water Development Board Economically Distressed Areas Program (EDAP): Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Responsible for the environmental clearance of projects to include the submission and maintenance of the Environmental Review Record for projects as needed. Insure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

WORKSHOPS and TRAININGS

The Office of Rural Affairs Implementation Workshops
The Office of Rural Affairs TxCDBG Administrator Certification Workshops
Texas Municipal League Annual Conferences
TDHCA 1st Thursday Eligibility Training for Affordable Housing Programs
TDHCA Environmental Review and Clearance for Single Family Housing Construction Projects

PAULA RODRIGUEZ

Management Consultant

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Harlingen, Texas

January 2018 to present: Assist Texas communities, but focusing extensively in South Texas counties and communities, with the identification of needs and the preparation, submission and administration of loans and grants through local, state, or federal agencies. Oversee the financial management of the projects. Monitor and coordinate construction and engineering activities. Attend public hearings, city council and commissioner's court meetings. Provide support and information to the communities and ensure that all State and Federal rules and regulations are met throughout the loan/grant process from initial application through loan/grant closeout. Attend trainings and workshops to keep up to date on all rules and regulations for each loan and grant program.

Capital Programs Director and Planning Director, City of La Feria, Texas

January 2012 to December 2017: Assist the City Manager with the general function of the city government, working in planning and zoning, community development, project management and coordination, comprehensive planning, hazard mitigation planning, housing development, subdivision review, and code enforcement.

Communities Programs Loan Specialist, USDA Rural Development: Edinburg, San Benito, Raymondville, Rio Grande City, and McAllen, Texas

February 1980 to December 2011: Worked exclusively with all rural South Texas communities providing information, assistance, and guidance for water, wastewater, community facilities, and rural housing loan and grant programs. Served also as Area Environmental Specialist, assisting communities in the completion of the environmental review process for their projects.

EDUCATION

Bachelor of Science, Texas A&M University, College Station, Texas. December 1978
Master of Education, Texas A&M University, College Station, Texas, December 1979

WORKSHOPS and TRAININGS

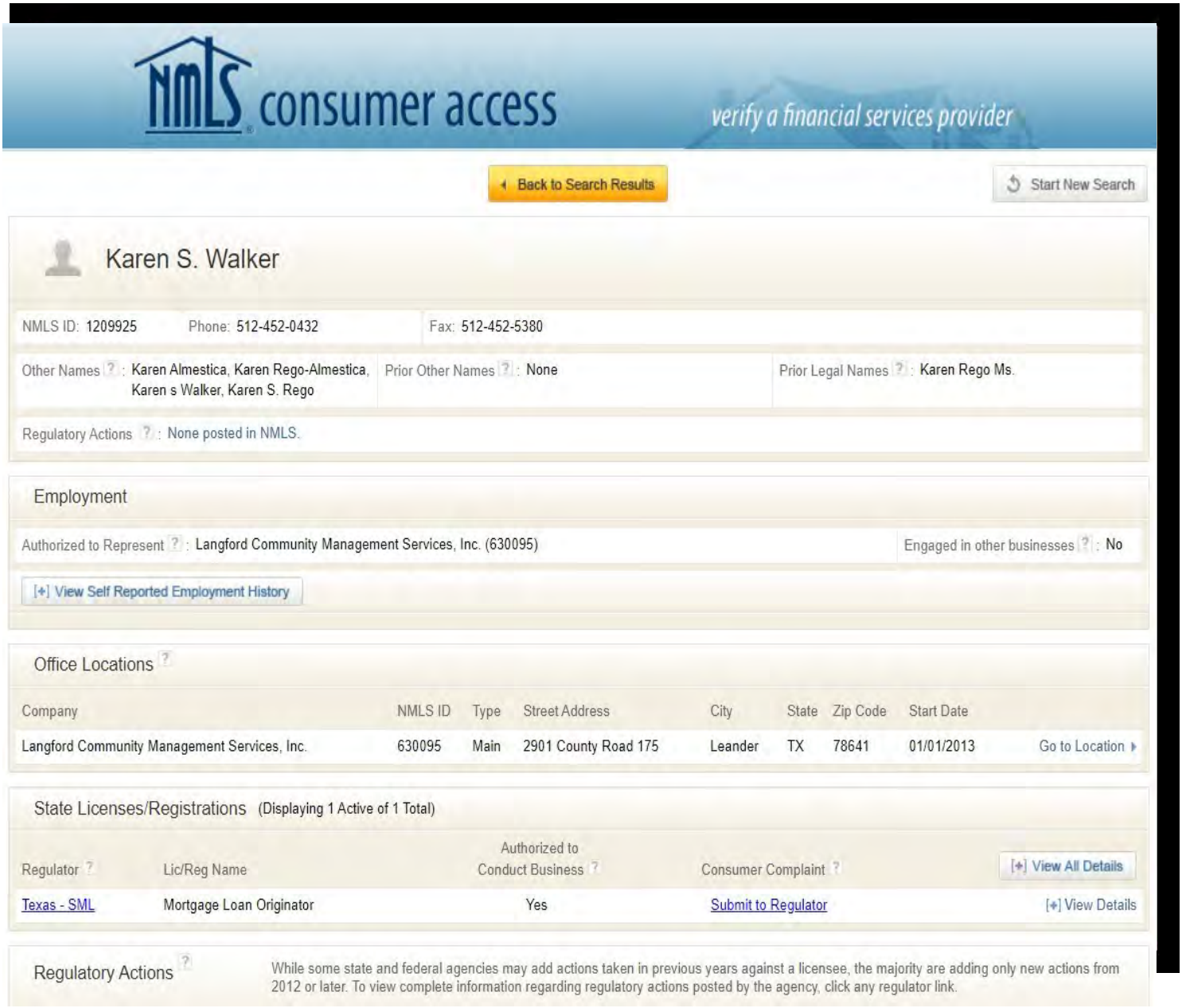
Texas Department of Agriculture Grant Application and Implementation Workshops
Texas Department of Housing and Community Affairs Grant Administration Workshops
Texas Municipal League Conferences
Texas Floodplain Management Association Continuing Education Workshops

CERTIFICATIONS

Certified Floodplain Manager – Texas Floodplain Management Association
Texas Department of Agriculture Administration Certified

NMLS consumer access
verify a financial services provider
Langford Community Management Services, Inc.
SEARCH
2 matches found!
Filter by:
Individual
Company
Any Regulator
Langford Community Managem...
NMLS ID: 630095
Address: 13740 Research Blvd.Suite G-1
Austin, TX 78750
Karen Rego Ms....
NMLS ID: 1209925
Location(s): Austin, TX 78750
Represents: Langford Community Management Services, Inc. (630095)
Information made available through NMLS Consumer Access℠ is derived from NMLS (Nationwide Mortgage Licensing System & Registry or Nationwide Multistate Licensing System), the financial services industry's online registration and licensing database. NMLS was created by the Conference of State Bank Supervisors (CSBS) and the American Association of Residential Mortgage Regulators (AARMR) and is owned and operated by the State Regulatory Registry LLC (SRR), a wholly owned subsidiary of CSBS. For more information about the System, please visit the NMLS Resource Center or the NMLS Federal Registry Resource Center websites. | Download PDF Reader

NMLS consumer access
verify a financial services provider
Back to Search Results
Start New Search
Langford Community Management Services, Inc.
NMLS ID: 630095
Street Address: 13740 Research Blvd.Suite G-1 Austin, TX 78750
Mailing Address: 13740 Research Blvd.Suite G-1 Austin, TX 78750
Phone: 512-452-0432
Toll-Free Number: Not provided
Fax: 512-452-5380
Website: www.lcmsinc.com
Email: judy@lcmsinc.com
Other Trade Names : None
Prior Other Trade Names : None
Prior Legal Names : None
Sponsored MLOs : 1
Fiscal Year End: 12/31
Formed in: Texas, United States
Date Formed: 12/20/1996
Stock Symbol: None
Business Structure: Corporation
State Regulatory Actions : None posted in NMLS.
Branch Locations No Branch Locations in NMLS
State Licenses/Registrations (Displaying 1 Active of 2 Total) [+] View All
Regulator
Lic/Reg Name
Authorized to Conduct Business
Consumer Complaint
[+] View All Details
Texas - SML
Mortgage Company License
Yes
Submit to Regulator
[+] View Details
State Regulatory Actions
While some state agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the state, click any regulator link.
No regulatory actions have been posted in NMLS.
Information made available through NMLS Consumer Access℠ is derived from NMLS (Nationwide Mortgage Licensing System & Registry or Nationwide Multistate Licensing System), the financial services industry's online registration and licensing database. NMLS was created by the Conference of State Bank Supervisors (CSBS) and the American Association of Residential Mortgage Regulators (AARMR) and is owned and operated by the State Regulatory Registry LLC (SRR), a wholly owned subsidiary of CSBS. For more information about the System, please visit the NMLS Resource Center or the NMLS Federal Registry Resource Center websites. | Download PDF Reader


NMLS consumer access
verify a financial services provider
Back to Search Results
Start New Search
Karen S. Walker
NMLS ID: 1209925
Phone: 512-452-0432
Fax: 512-452-5380
Other Names : Karen Almestica, Karen Rego-Almestica, Karen s Walker, Karen S. Rego
Prior Other Names : None
Prior Legal Names : Karen Rego Ms.
Regulatory Actions : None posted in NMLS.
Employment
Authorized to Represent : Langford Community Management Services, Inc. (630095)
Engaged in other businesses : No
[+] View Self Reported Employment History
Office Locations
Company NMLS ID Type Street Address City State Zip Code Start Date
Langford Community Management Services, Inc. 630095 Main 2901 County Road 175 Leander TX 78641 01/01/2013 Go to Location
State Licenses/Registrations (Displaying 1 Active of 1 Total)
Regulator Lic/Reg Name Authorized to Conduct Business Consumer Complaint [+] View All Details
Texas - SML Mortgage Loan Originator Yes Submit to Regulator [+] View Details
Regulatory Actions
While some state and federal agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the agency, click any regulator link.

NMLS consumer access

verify a financial services provider

Back to Search Results | Start New Search

Lacie Tornberg Koska

NMLS ID: 1893297 | Phone: 512-452-0432 | Fax: Not provided

Other Names: None | Prior Other Names: None | Prior Legal Names: None

Regulatory Actions: None posted in NMLS.

Employment

Authorized to Represent: Langford Community Management Services, Inc. (630095) | Engaged in other businesses: No

[+] View Self Reported Employment History

Office Locations

Company	NMLS ID	Type	Street Address	City	State	Zip Code	Start Date	
Langford Community Management Services, Inc.	630095	Main	2901 County Road 175	Leander	TX	78641	01/07/2019	Go to Location

State Licenses/Registrations (Displaying 1 Active of 1 Total)

[+] View All Details

Regulator	Lic/Reg Name	Authorized to Conduct Business	Consumer Complaint	
Texas - SML	Mortgage Loan Originator	Yes	Submit to Regulator	[+] View Details

Regulatory Actions

While some state and federal agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the agency, click any regulator link.

No regulatory actions have been posted in NMLS.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1742804904700**
File/Vendor Number:	**059528**
Approval Date:	**08-DEC-2020**
Scheduled Expiration Date:	**08-DEC-2024**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LANGFORD COMMUNITY MANAGEMENT

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 11-DEC-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

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Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

No results found

Simple Search | Search Editor

Any Words

All Words

Exact Phrase

e.g. 123456789, Smith Corp

Classification

Excluded Individual

First Name

Middle Name

Last Name

SSN / TIN

Add Individual

Judy Langford ×

Reid Howell ×

Excluded Entity

Entity Name

Langford Community Management Services, Inc. ×

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

No results found

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

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USASpending.gov

Grants.gov

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Check Entity Status

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External Resources

Contact

⚠ **WARNING**

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No results found

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Entities Search Results 1 Total Results

Filter by:

Entity Name	Status
"LANGFORD COMMUNITY MANAGEMENT SERVICES INC."	active Inactive

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC. ● Active Registration

Unique Entity ID: E9ZTZ6ZKMK51

CAGE/NCAGE: 5U3R0

Physical Address:
9017 W STATE HIGHWAY 29 STE 206
LIBERTY HILL , TX
78642 USA

Expiration Date:
Oct 22, 2024

Purpose of Registration:
All Awards

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LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
E9ZTZ6ZKMK51	**5U3R0**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Oct 22, 2024**	
Physical Address	Mailing Address	
9017 W State Highway 29 **STE 206** **Liberty Hill, Texas 78642-2424** **United States**	**9017 W State Highway 29** **STE 206** **Liberty Hill, Texas 78642-2424** **United States**	

Business Information

Doing Business as	Division Name	Division Number
LANGFORD COMMUNITY MANAGEMENT SERVICES INC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 31	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 8, 2023	**Oct 23, 2023**	**Dec 21, 2009**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1997	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

9017 W State Highway 29
Liberty Hill, Texas 78642

Judy Langford

Points of Contact

Accounts Receivable POC

JUDY LANGFORD, Owner
judy@LCMSINC.com
5124520432

Electronic Business

JUDY LANGFORD, Owner
judy@LCMSINC.com
5124520432

9017 W. State HWY 29
Suite #206
Liberty Hill, Texas 78642
United States

Judy Langford
judy@lcmsinc.com
5127042040

2901 County Road 175
Leander, Texas 78641
United States

Government Business

Judy Langford, Owner
judy@LCMSINC.com
5124520432

9017 W. State HWY
Suite #206
Liberty Hill, Texas 78642
United States

JUDY LANGFORD
judy@LCMSINC.com
5124520432

2901 County Road 175
Leander, Texas 78641
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**813990**	**Other Similar Organizations (Except Business, Professional, Labor, And Political Organizations)**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
$4,000,000.00	**30**

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jesus Sanchez
Central Insurance Agency	PHONE (A/C, No, Ext): (512) 451-6551 FAX (A/C, No): (512) 454-0183
6000 N. Lamar Blvd	E-MAIL ADDRESS: jsanchez@centralins.com
Austin TX 78752	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A: Hartford Lloyds 38253
Langford Community Management Services, Inc.	INSURER B: Hartford Financial 00914
9017 W. Hwy 29, Suite 206	INSURER C: Travelers Casualty & Surety Co of America
Liberty Hill TX 78642	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2024/25 GL WC Prof **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			65SBANN6521	01/09/2024	01/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EPLI	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			65SBANN6521	01/09/2024	01/09/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		65WBCAT2987	01/09/2024	01/09/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Professional Liability			106982718	09/18/2023	09/18/2024	General Aggregate Each Occurrence Deductible	$2,000,000 $2,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

INSURED'S COPY FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Proposal Form

CITY OF TAYLOR HOME GRANT MANAGEMENT SERVICES

	Price
Administration Percentage	5% OF HARD COST CONSTRUCTION PER HOME
Soft Cost Maximum Fee Per Unit	$12,000 PER HOME
Other Fees (please explain)	

Submitted by (*Firm Name*): LANGFORD COMMUNITY MANAGEMENT SERVICES

Signature of Authorized Representative: _____

Address: 9017 W. STATE HWY 29 SUITE 206, LIBERTY HILL TEXAS 78642

Telephone: 512-454-0432

Email Address: JUDY@LCMSINC.COM

Date: 08/20/2024

Having examined the Request for Proposals and all attachments thereto, the following is a breakdown of all proposed fees.

In submitting its Proposal, the undersigned agrees to the following:

(i) To hold its Proposal, open for acceptance for 60 days after opening of the Proposals, together with the time period for execution of the Agreement by the parties.

(ii) To accept the right of City to reject any or all Proposals, to waive formalities and/or irregularities, and to accept the Proposal which City considers the best value to the City based on the Selection Criteria and ranking.

(iii) By signing this Proposal Form, the undersigned on behalf of the Proposer, affirms that, to the best of his or her knowledge, the information contained in this Proposal is accurate, complete and correct, and has been arrived at

independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Proposer in the award of this Proposal.

ADDENDA

Undersigned acknowledges receipt of the following Addenda:

No. N/A Dated _____
No. N/A Dated _____

REPRESENTATIONS

By execution and submission of this Proposal, the Proposer hereby represents and warrants to City as follows:

1. The Proposer has prior experience on similar projects of the same or similar type.

2. The Proposer has read and understands the Proposal Documents and the Agreement, including attachments thereto, and this Proposal is made in accordance with the Proposal Documents.

3. The Proposer has the financial ability to undertake and perform the work as contemplated by the Proposal and Contract Documents and is not aware of any conditions (financial or otherwise) that would limit or impair its ability to perform its obligations under this RFP.

4. The information provided by Proposer to the City, including all required exhibits are correct, complete and accurate.

5. The person signing this Proposal on behalf of Proposer is duly authorized to do so and has the legal ability to bind the Proposer to the terms of this Proposal.

EXHIBITS

The following Exhibits are attached to this Proposal Form and incorporated herein:

Exhibit 1 – References
Exhibit 2 – HB 89 Verification
Exhibit 3 – SB252 Verification
Exhibit 4 – Certification Regarding Debarment, Suspension and Ineligibility
Exhibit 5 – Conflict of Interest CIQ
Exhibit 6 – Conflict of Interest 1295

EXHIBIT 1
REFERENCES

Provide three references familiar with the Company's work:

Reference #1

Company Name CITY OF TAYLOR

Address 400 PORTER STREET

Type of Business GOVERNMENT ENTITY (CITY)

Contact Person TOM YANTIS

Telephone and Fax #'s 512-352-5990

Email Address TOM.YANTIS@TAYLORTX.GOV

Reference #2

Company Name CITY OF SMITHVILLE

Address 317 MAIN STREET, SMITHVILLE TEXAS 78957

Type of Business GOVERNMENT ENTITY (CITY)

Contact Person ROBERT TAMBLE

Telephone and Fax #'s 512-237-3282

Email Address CITYMANAGER@CI.SMITHVILLE.TX.US

Reference #3

Company Name CITY OF COMBES

Address P.O. BOX 280/ 21626 HAND ROAD, COMBES, TEXAS 78535

Type of Business GOVERNMENT ENTITY (CITY)

Contact Person IDA GUTIERREZ

Telephone and Fax #'s 956-425-7131

Email Address AGUTIERREZ@TOWNOFCOMBES.COM

EXHIBIT 2

House Bill 89 Verification

I, JUDY LANGFORD (Person's name), the undersigned representative of (Company or Business name) LANGFORD COMMUNITY MANAGEMENT SERVICES

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. **Does not boycott Israel currently; and**

2. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with Bell City, Texas.**

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

08/20/2024
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit 3
Senate Bill 252 Certification Form

Prohibition on Contracts with Terrorist Organizations

The Texas Legislature approved legislation that will impact all government contracts for goods and services. This requires a certification from any vendor/independent contractor entering into a contract with City of Belton to ensure the vendor/contractor complies with the requirements stipulated herein.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153:

SB 252 prohibits governmental entities from contracting with parties on the State Comptroller's list of companies known to have contracts with, or provide supplies or services to, an organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. As a result of this law, governmental entities are required to certify that vendors/independent contractors are not on the listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization.

I, (authorized official) JUDY LANGFORD,
do hereby depose and certify the truthfulness and accuracy of the contents of the statements submitted on this certification, that the company named below:

1) does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
2) will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
3) is not listed on the website of the Comptroller of the State of Texas

LANGFORD COMMUNITY MANAGEMENT SERVICES
Company Name

Signature of Authorized Signature

PRESIDENT
Title of Authorized Signature

08/20/2024
Date

EXHIBIT 4

Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein and;

d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____ TITLE:PRESIDEN

Printed Name: JUDY LANGFORD Telephone: 512-452-0432 T Date: 08/20/2024

If the Contractor is unable to certify to all the statements in this Certification, such Contractor should attach an explanation to this proposal.

EXHIBIT 5

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NO CONFLICT OF INTEREST

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 [redacted]
Signature of vendor doing business with the governmental entity

08/20/2024
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

EXHIBIT 6

CERTIFICATE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015 and new rules (Chapter 46) on November 30, 2015.

The successful bidder will be required to submit a signed and notarized 1295 form to the City prior to the award of this bid and/or prior to signing a contract with the City. The successful bidder will be required to complete and print the form via the Texas Ethics Commission's website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The "identification number" to be used on the 1295 form for this procurement is:

2024-HOME GRANT MGMT

All prospective bidders shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful bidder for this procurement.

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application _____ b. initial award c. post-award	a. initial filing _____ b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime:
____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Judy Langford **Title:** President/Owner **Telephone No.:** 512-452-0432 **Date:** 08/19/2024
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

CERTIFICATION REGARDING LOBBYING

(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING $100,000)

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

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

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Langford Community Management Services, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Judy Langford - President/Owner

Printed Name and Title of Contractor's Authorized Official

08/20/2024

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

Attachment 1-M

The Texas Legislature approved HB 1295 during its last Legislative session and the date for Implementation of the new process was January 1, 2016.

Please note that this form must be electronically completed on the Texas Ethics Commission website. https://www.ethics.state.tx.us/File/. The completed Form 1295, Certification of Filing, must be printed, and returned to the City Purchasing Department along with the vendor signed contract.

For more information on on-line filing requirements, visit the Texas Ethics Commission website at https://ethics.state.tx.us/filinginfo/1295/.

Conflict of Interest Questionnaire is also found on the Texas Ethics Website. https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

Compliance with SB 13: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001,and will not boycott energy companies during the term of any contract with the City of Taylor.

[X] Yes, we agree [ ] No, we do not agree

Compliance with SB 19: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Taylor.

[X] Yes, we agree [ ] No, we do not agree

Company Name LANGFORD COMMUNITY MANAGEMENT SERVICES

RESOLUTION R24-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AUTHORIZING APPROVAL FOR THE MANAGEMENT CONTRACT AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE RSP HOME (HRA) AGREEMENT.

WHEREAS, the City of TAYLOR advertised for REQUEST FOR PROPOSALS in accordance with all state and federal procurement laws; and

WHEREAS, the PROPOSAL DEADLINE WAS 11 A.M. August 29, 2024. THERE WAS One (1) PROPOSAL RECEIVED FROM LANGFORD COMMUNITY MANAGEMENT SERVICES.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, that the City of Taylor awards the MANAGEMENT CONTRACT FOR THE RSP HOME AGREEMENT TO LANGFORD COMMUNITY MANAGEMENT SERVICES.

Passed and approved this 26th day of September 2024.

_____
Dwayne Ariola, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

City Council Meeting
September 26, 2024
Transmittal Letter

STRATEGIC PILLAR
Quality of Life Economic Vitality Streets/Infrastructure

Agenda Item Number: 8.

Agenda Title: **Hold a public hearing and introduce Ordinance 2024-43 regarding a request for an Infill Neighborhood Plan generally located at 215 Commercial Drive.**

Council Action to be Taken: Hold a public hearing and introduce Ordinance 2024-43

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

Hold a public hearing and introduce Ordinance 2024-43 regarding a request for an Infill Neighborhood Plan.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Upon analyzing the request for Infill Neighborhood Plan to allow for multifamily, single-family attached, and civic spaces in the P5 – Urban Center Place Type, the proposed plan is consistent with the intended Place Type development of the surrounding area.
See staff report attached for additional background and analysis.

3. PROS and CONS

PROS	CONS
• Provides Infill Residential development with a variety of housing types. • Utilitization of existing nearby water and wastewater utilities. • Increase in tax base.	• N/A

4. RECOMMENDATION

At their September 10, 2024, meeting, the Planning and Zoning Commission recommended approval of the Infill Neighborhood Plan.

5. FUNDING SOURCE

n/a

6. TIMELINE

Planning and Zoning Commission Public hearing and recommendation to City Council - September 10, 2024
City Council public hearing and introduce ordinance - September 26, 2024
City Council consider ordinance - October 10, 2024

7. OTHER OPTIONS

n/a

8. ATTACHMENTS

1. _10_PZ-2024-2109_215 Commerical Drive INP Staff Report
2. _10a_PZ-2024-2109_215 Commercial Drive INP LOI
3. _10b_PZ-2024-2109 Location Map
4. _10c_PZ-2024-2109 Current Zoning
5. _10d_PZ-2024-2109 Proposed Zoning
6. _10e_PZ-2024-2109 Growth Sector
7. _10f_PZ-2024-2109 Future Land Use
8. _10g_PZ-2024-2109 Notification Map
9. _10h_PZ-2023_215 Commercial INP Ordinance 2024-43
10. _10h1_PZ-2024-2109_215 Commercial INP Survey_Exhibit A
11. _10h2_PZ-2023-2109_215 Commercial Drive Infill Neighborhood Plan_Exhibit B
12. PPT_PZ-2024-2109

City of Taylor
PZ-2024-2109
Infill Neighborhood Plan
Staff Report

Item Details

Subject Property:	215 Commercial Drive
Total Acreage:	Approximately 4.68 acres
Legal Description:	Approximately 4.68 acres of land generally located at 215 Commercial Drive, legally described as Lake Aire Subdivision, Block One, Northern Part of Lot One, approximately 4.68 acres, more particularly described by Williamson Central Appraisal District Parcel R048754, Taylor, Williamson County, Texas
Applicant:	Chris Dringenberg, Southwest Engineers
Property Owner(s):	Greg Bruggeman, GWV Commercial Drive LLC
Request:	A request for an Infill Neighborhood Plan
Case History:	This is the first hearing of this request.

Overview of Applicant's Request & Background

The applicant is requesting an Infill Neighborhood Plan to allow for multifamily, single-family attached, and civic spaces on the subject property.

The applicant worked with the City's design consultant, Michael Watkins Architect, to furnish the applicant and the City with Infill Neighborhood Plan to address a neighborhood structure and scale, civic spaces, and frontage types to support surrounding land use in the area. A master plan with development program and annotations, the plan (see attached) contains:

- a regulating plan with both general and design-specific standards
- a thoroughfare plan with applicable front types or cross sections,
- a civic space plan,
- a fire apparatus access diagram, and an addressing plan

The applicant, city staff, and Michael Watkins and his team of urban designers met virtually to collaboratively conduct a design charette. A neighborhood layout was developed and after the charette, a plan was sent out and reviewed by staff and the applicant before finalizing the proposed Infill Neighborhood Plan attached with this report. The proposed community closely aligns with the City's long-term goals and will help the city meet the growing demand for walkable communities. The plan (see attached) contains a Regulating Plan that identifies Place

Types, Primary and Secondary frontages, design-specific standards, provides general standards and recommends the following warrants and a variance:

- A Warrant is recommended to allow for lower ratios of P4 than is permitted for a TND, given that other properties currently zoned P5 are expected to include a mix of Place Types if they redevelop.
- A Warrant is recommended to allow for larger Block size for Block B, due to the existing thoroughfare network and potential thoroughfare connections in this area.
- A Warrant is recommended to allow this parking lot not to connect to the adjacent parking lot due to the significant change in elevation in this area.
- Liner Buildings shall be permitted in the areas shown, on page B.4 of the attached plan, in order to screen parking. All Liner Buildings shall have the Primary Entrance and a Stoop, Porch, or balcony facing the Primary Frontage. A Warrant is recommended to allow parking in the Second Lot Layer in these locations only if it is enclosed in a building and screened from view at Frontages.
- A Variance is recommended to allow parking in the Second Layer in order to accommodate the applicant's proposed program and associated parking. This parking shall be screened where visible from frontages.
- A Variance is recommended to allow parking lots to face Commercial Drive in these locations in order to accommodate the applicant's proposed program and associated parking given the existing easements and thoroughfare network on and near the Subject Property.

Location:

The subject property is located at 215 Commercial Drive.

Physical and Natural Features:

The subject property is vacant land that is relatively flat and mostly of devoid foliage.

Growth Sector Designations:

The subject property is located within the Infill Growth Sector (G-5).

The Infill Growth Sector is made up of areas that are already developed and served by infrastructure. They are also intended for higher intensity uses than are currently in place.

Future Land Use and Zoning Designations:

The subject property is assigned the Future Land Use designation as Market: Community.

Market Centers are mixed-use areas anchored by a retail destination where surrounding residents go to get daily goods and services. As with all centers, Market Centers are envisioned as mixed-use and walkable places. Neighborhood, Community, and Regional Market Centers differ by the scale of the development but not in the types of uses or the walkable nature.

The current zoning is P5: Urban Center. The P5 Urban Center Place Type regulates a higher intensity mixture of building types that accommodate commercial, retail, offices, hotels, and residential. Buildings are set close to the sidewalk with high pedestrian and vehicle traffic. P5

promotes a continuous line of buildings and wide sidewalks critical to defining the public frontage.

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	P5 – Urban Center & P3 – Neighborhood	Infill Neighborhood Sector (G-4) & Infill Growth Sector (G-5)	Neighborhood Infill & Market: Community	Multifamily
South	P5	Infill Growth Sector (G-5)	Market: Community	Multifamily
East	P5	Infill Growth Sector (G-5)	Market: Community	Self-Storage
West	CS – Civic Space	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Vacant Land

Transportation

The subject property gains access off Commercial Drive to the north and through an access point through the property to the south along Lake Drive.

Utilities

The subject property is located within the City of Taylor water and wastewater CCN. There is a 6-inch water line, 8-inch wastewater line, and 6-inch water line located on the subject property.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the zoning map amendment request. Thirty-seven (37) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, August 25, 2024.

Staff Analysis

Upon analyzing the request for Infill Neighborhood Plan to allow for multifamily, single-family attached, and civic spaces in the P5 – Urban Center Place Type, the proposed plan is consistent with the intended Place Type development of the surrounding area. The Infill Neighborhood Plan request is consistent with the following Land Use Policies in Envision Taylor Comprehensive Plan:

- **LU9** – Promote development patterns that maximize the use of existing infrastructure and land use before expanding infrastructure to underdeveloped areas.

- The applicant currently has access to water and wastewater on their property and would likely only be required to extend as needed (lateral lines to buildings

- **LU10** - New development should generate sufficient revenue to support the long-term cost of maintaining the infrastructure that serves it.

  - The applicant has proposed a mix of Place Types – P4 and P5 which address the desired increase in more housing. The applicant is also proposing a civic space at the center of the development using to activate the space.

Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested Infill Neighborhood Plan.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for an Infill Neighborhood Plan and recommends to City Council either in favor of or opposition to each request. In determining a recommendation on an Infill Neighborhood Plan request, the Planning and Zoning Commission members consider the following factors

Is the Infill Neighborhood Plan consistent with the Comprehensive Plan?

- The Infill Neighborhood Plan is consistent with the Comprehensive Plan.

Is the Infill Neighborhood Plan compatible with the surrounding area?

- The Plan is compatible with other zoning to the north, east, west, and to the south of the subject property.

Does the Infill Neighborhood Plan promote the public health, safety, or general welfare?

- Staff analysis determined that the proposed EC Plan for the subject property will promote public health, safety, and the general welfare. In addition, the Planning Principles and Policy Guide in the Comprehensive Plan aim to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development.

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

- There is adequate infrastructure available for the proposed multi-family development.

Do current conditions indicate that an Infill Neighborhood Plan is necessary?

- The Taylor Land Development Code requires developments over 2.5 Acres infill location, requiring an Infill Neighborhood Plan.

Attachments:

1. Letter of Intent from Applicant
2. Location Map
3. Zoning Map
4. Growth Sectors Map
5. Future Land Use Map
6. Notification Map
7. Draft Ordinance

a. Exhibit A – Survey
b. Exhibit B – Infill Neighborhood Plan

Letter of Intent

Please accept this submission as our Infill Neighborhood Application for the property described as a 4.68-acre tract of land, more or less, out of the W.J. Baker Survey, Abstract No. 65, Williamson County, Texas, being a part of Lot I, Lake Alre, said plat recorded in Cabinet F, slides 75-76, Plat records, Williamson County, Texas and located at 215 Commercial Drive. Along with this letter we have uploaded an updated Site Plan along with a Massing Plan for comparison of the proposed development with relationship to the existing adjacent properties. As requested, we have also included a recent deed of the property along with a recent survey.

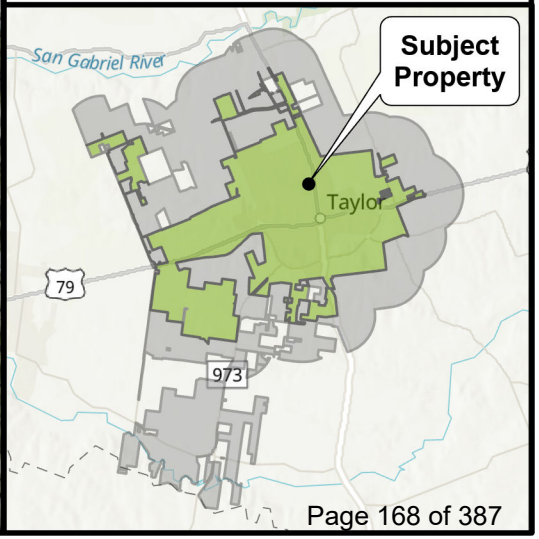
The proposed development will consist of two (2) muti-family buildings three-four stories in height along with a through driveway connecting Commercial Drive to the existing development to the south. In addition the development it is anticipated that an existing onsite water line will need to be relocated so that the proposed improvements can be achieved. We would like to discuss with the group the plans provided and make any necessary adjustments based on this meeting/review of the plans that will help us move onto the next step with a Site Plan Application Submission.

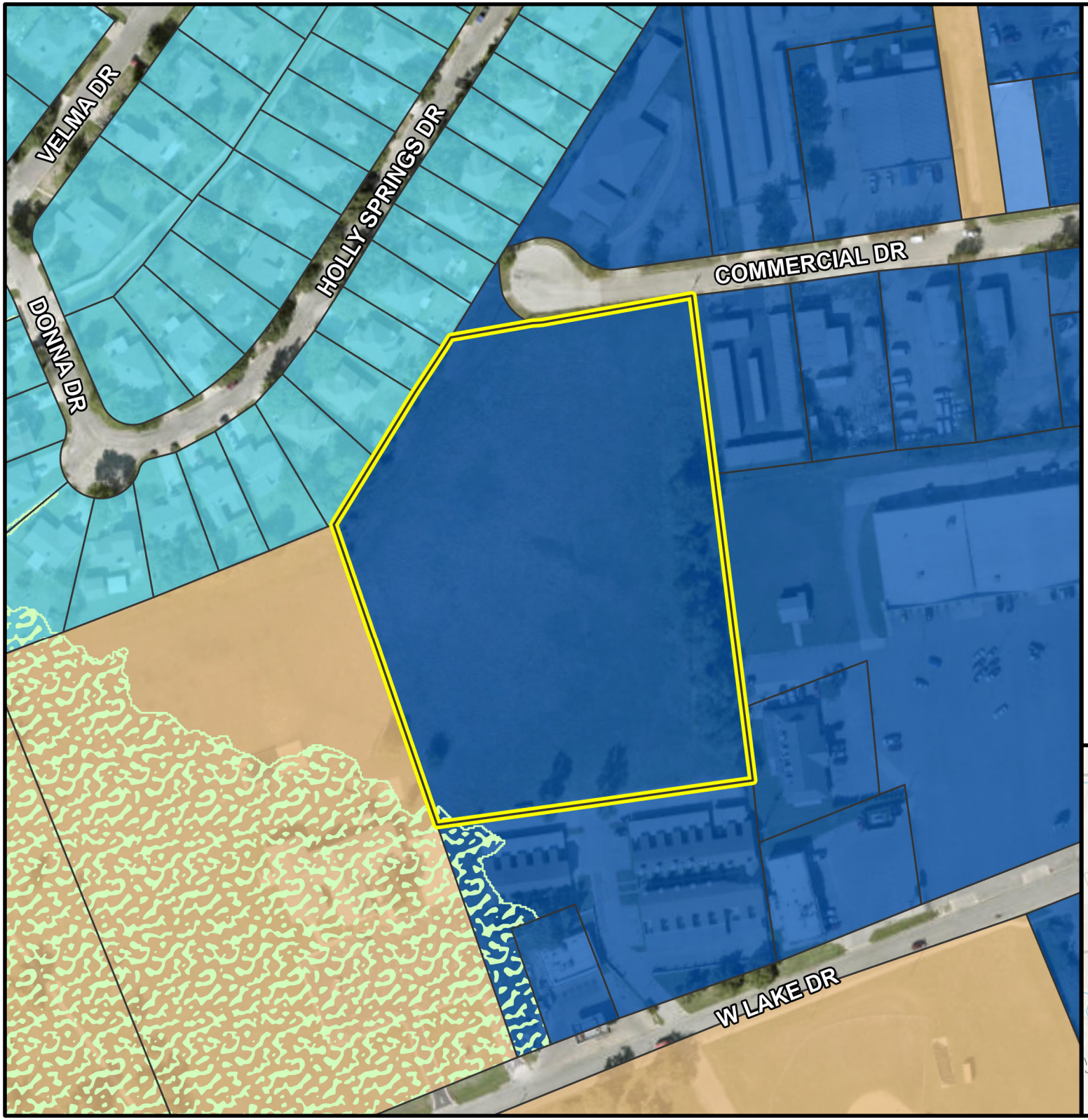
PZ-2024-2109

215 Commercial Dr.
Neighborhood Plan
Location Map
Approximately 4.7 acres

- City Limits
- Subject Property
- Parcels

N 0 410 820
Feet





PZ-2024-2109

215 Commercial Dr.
Neighborhood Plan
Current Zoning Map
Approximately 4.7 acres

- City Limits
- Subject Property
- Parcels

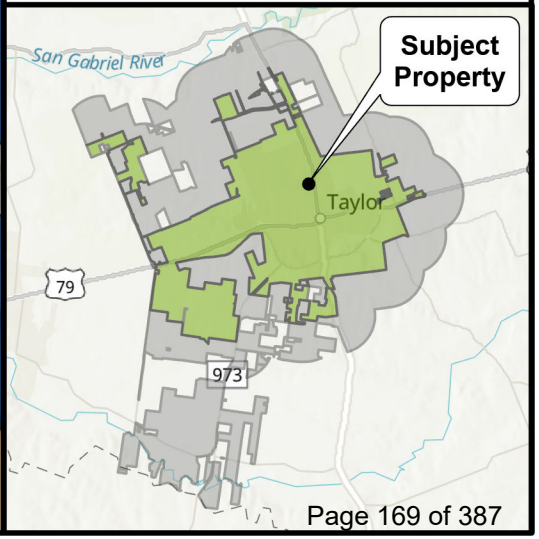
Overlay Zoning

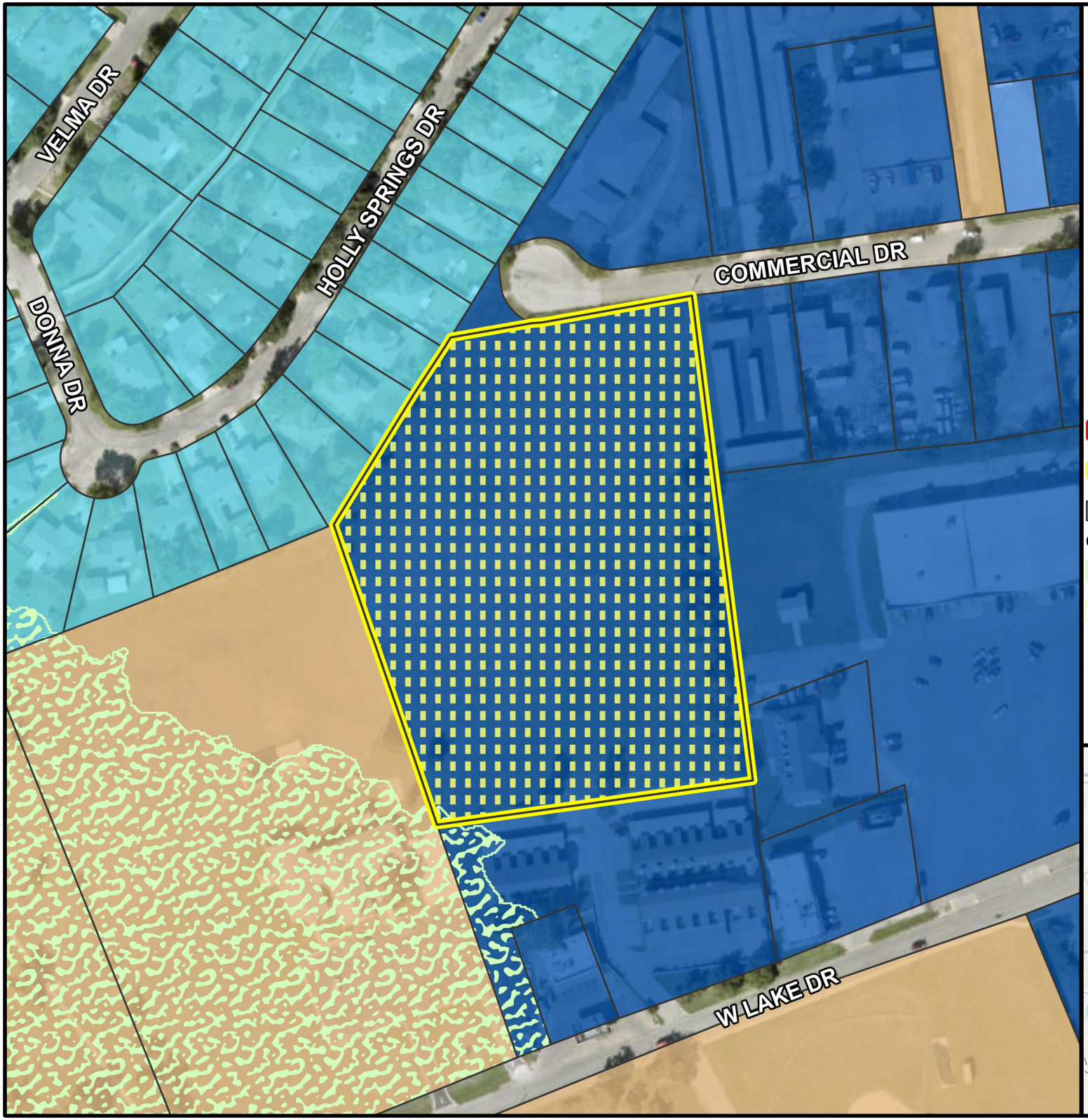
- P1: Nature

Place Type Zoning

- P3: Neighborhood
- P4: Mix
- P5: Urban Center
- CS: Civic Space

N 0 150 300
Feet





Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2109

215 Commercial Dr.
Neighborhood Plan
Proposed Zoning Map
Approximately 4.7 acres

- City Limits
- Subject Property
- Parcels

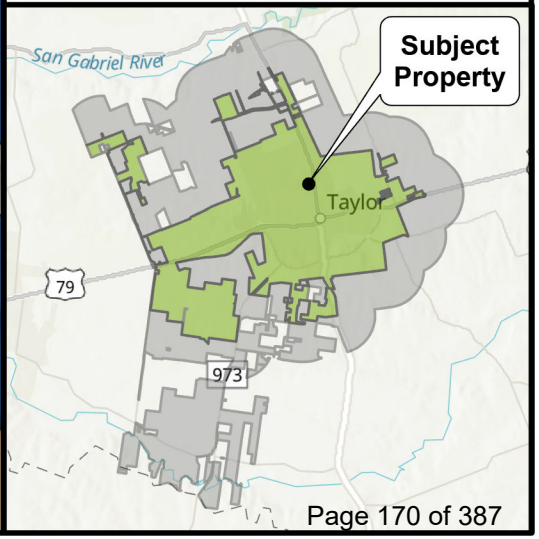
Overlay Zoning

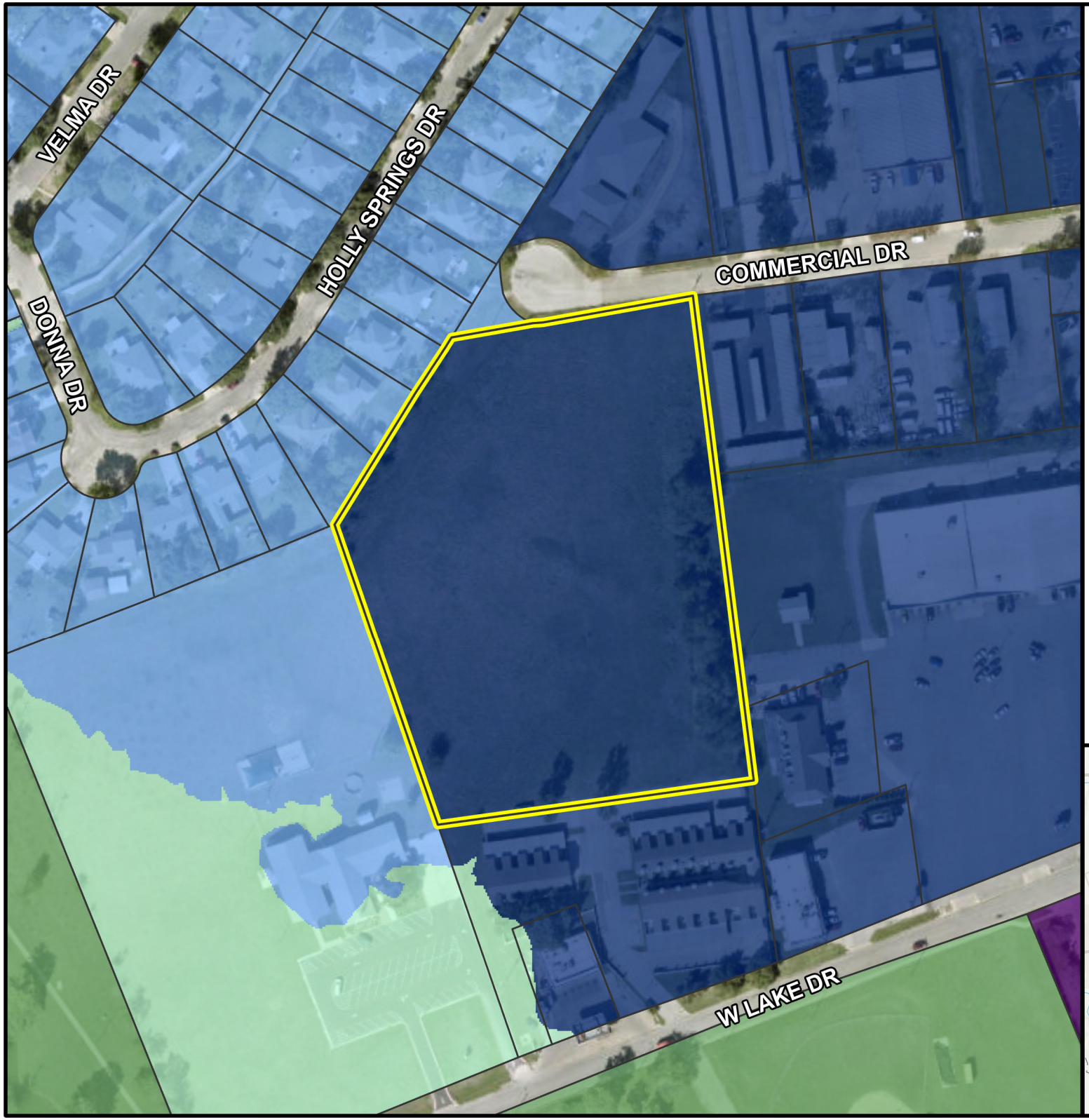
- P1: Nature
- Neighborhood Plan Overlay

Place Type Zoning

- P3: Neighborhood
- P4: Mix
- P5: Urban Center
- CS: Civic Space

N 0 150 300
Feet





PZ-2024-2109

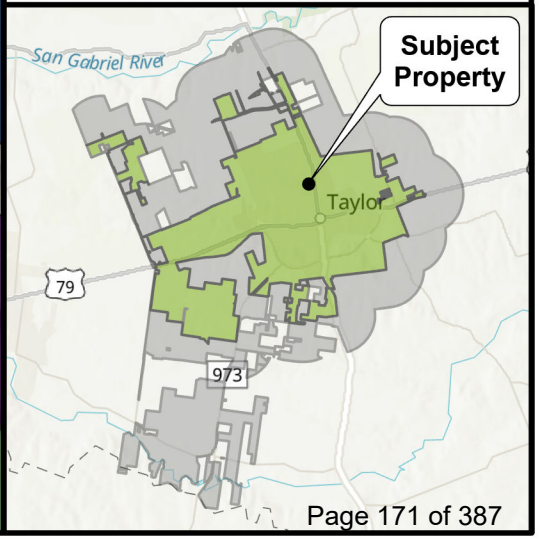
215 Commercial Dr.
Neighborhood Plan
Growth Sector Map
Approximately 4.7 acres

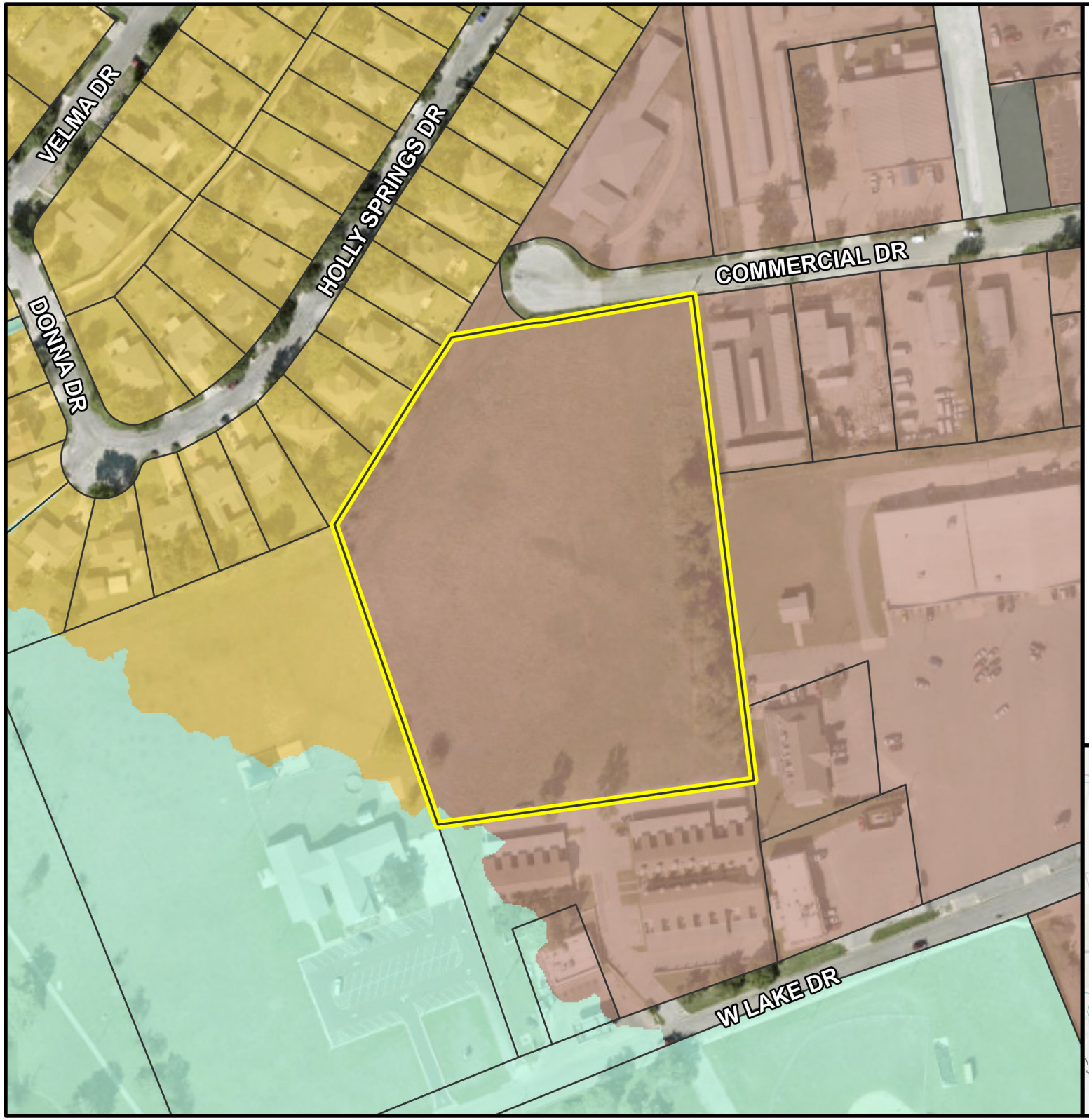
- City Limits
- Subject Property
- Parcels

Growth Sector

- Preserved Open Sector (O-1)
- Reserved Open Sector (O-2)
- Intended Growth Sector (G-3)
- Infill Neighborhood Sector (G-4)
- Infill Growth Sector (G-5)

N 0 150 300
Feet





PZ-2024-2109

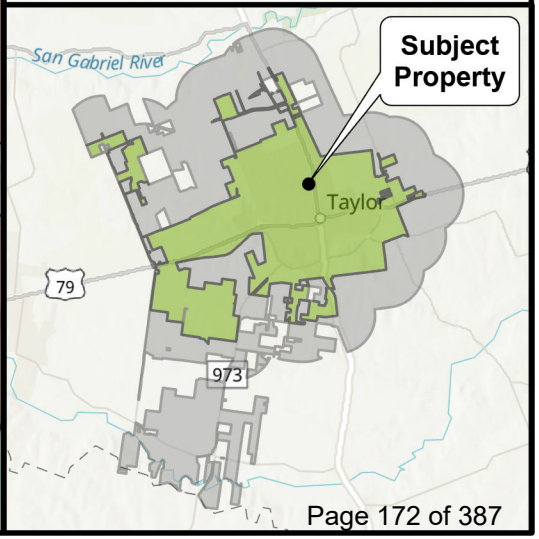
215 Commercial Dr.
Neighborhood Plan
Future Land Use Map
Approximately 4.7 acres

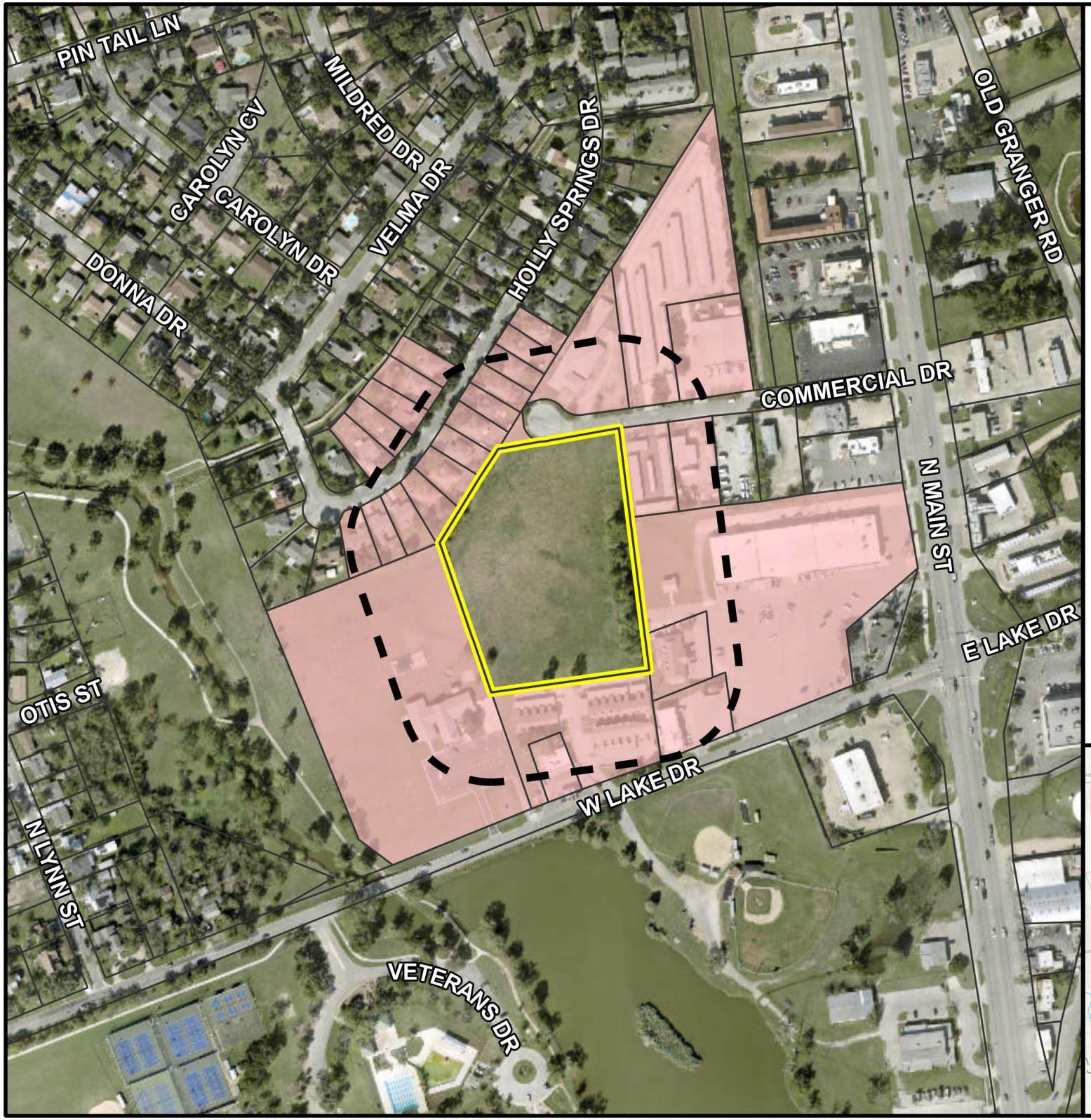
- City Limits
- Subject Property
- Parcels

Future Land Use

- Area of Minimal Change
- Neighborhood Infill
- Market: Community
- Market: Neighborhood
- Open Space

N 0 150 300
Feet





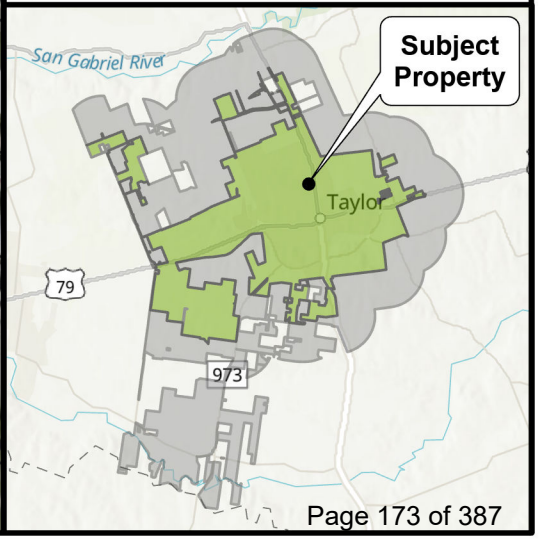
Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2109

215 Commercial Dr.
Neighborhood Plan
Notification Map
Approximately 4.7 acres

- City Limits
- Subject Property
- 200-ft. Buffer
- Notified Properties
- Parcels

N 0 310 620
Feet



ORDINANCE NO. 2024-43

AN ORDINANCE APPROVING AN INFILL NEIGHBORHOOD PLAN REFERRED TO AS 215 COMMERCIAL GENERALLY LOCATED AT 215 COMMECIAL DRIVE, LEGALLY DESCRIBED AS LAKE AIRE SUBDIVISION, BLOCK ONE, NORTHERN PART OF LOT ONE, APPROXIMATELY 4.68 ACRES, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R048754, TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on September 26, 2024, to consider the request made by the applicant, whose property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to approve an Infill Neighborhood Plan referred to as 215 Commercial; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 10, 2024, to consider the zoning request, and recommended the Infill Neighborhood Plan to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Infill Neighborhood Plan and Property zoning change.

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

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

SECTION 2. The Official Zoning map of the City of Taylor, Texas, is changed to indicate that an Infill Neighborhood Plan has been approved for the Property and to show the allocation and location of Place Types on the Property as depicted in the Infill Neighborhood Plan attached hereto for all purposes as Exhibit "B".

SECTION 3. All other terms and conditions contained in the official zoning map, except as amended herein, shall continue and remain in full force and effect.

SECTION 4. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2024-43 was introduced before the Taylor City Council on the 26th day of September 2024.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2024.

_____
Dwayne Ariola, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

_____
Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2024-43, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2024, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2024.

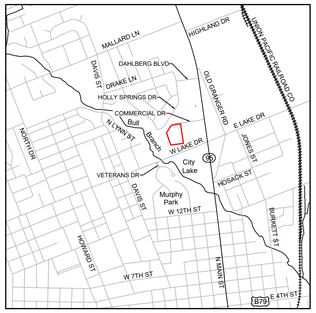
_____
Dianna McLean
City Clerk

EXHIBIT A

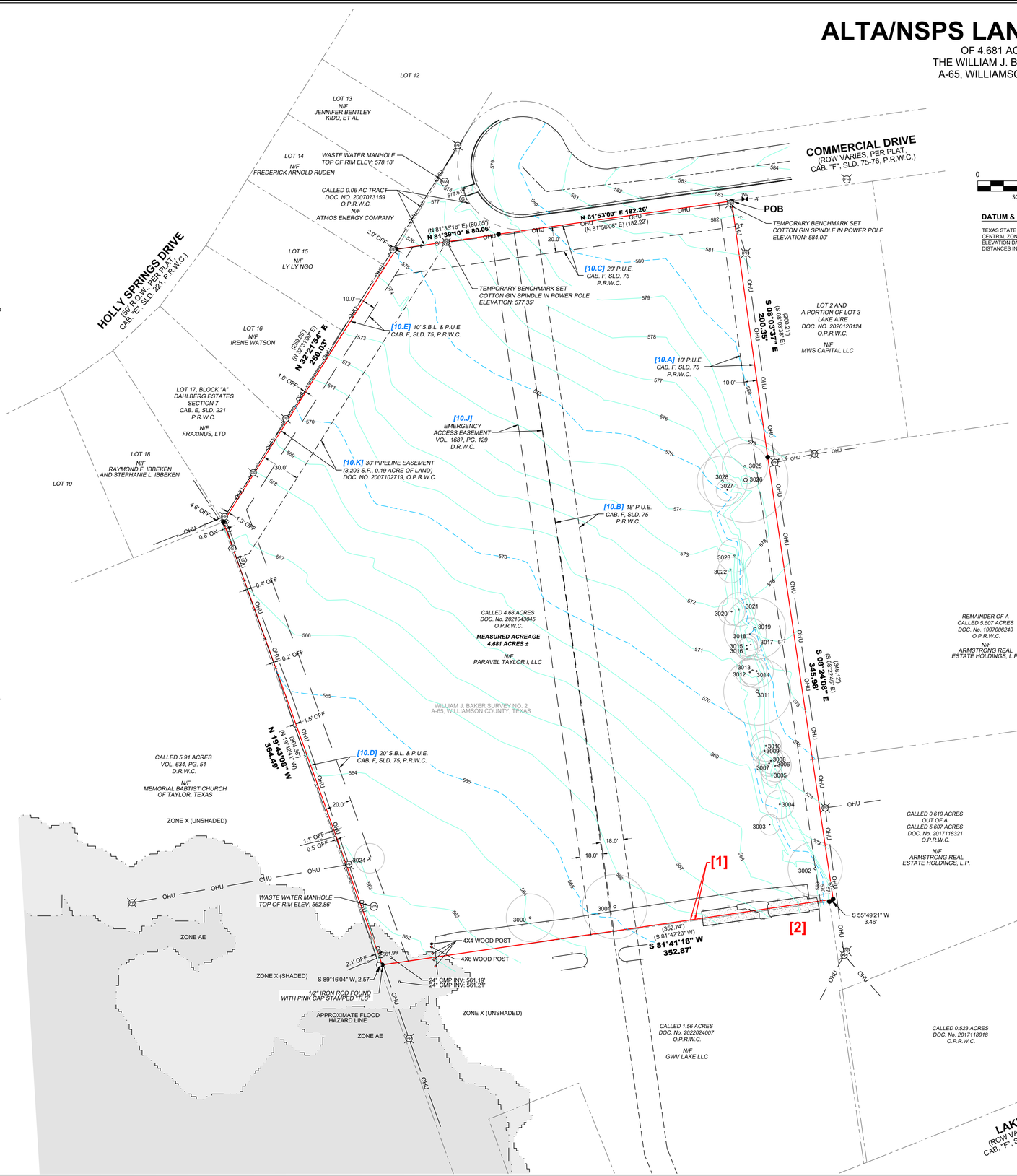
(Metes & Bounds/Legal Description/Survey)

ALTA/NSPS LAND TITLE SURVEY

OF 4.681 ACRES ± OUT OF
THE WILLIAM J. BAKER SURVEY NO. 2
A-65, WILLIAMSON COUNTY, TEXAS



VICINITY MAP
SCALE: 1" = 2000'



TREE TABLE		
Tag No.	Type	Trunk
3000	COTTONWOOD	18 1/2 "
3001	COTTONWOOD	25 "
3002	HACKBERRY	12X10X8 (M)
3003	HACKBERRY	8 "
3004	HACKBERRY	11 "
3005	HACKBERRY	8 "
3006	HACKBERRY	12 1/2 "
3007	HACKBERRY	10 "
3008	HACKBERRY	10 "
3009	HACKBERRY	8X5 (M)
3010	HACKBERRY	12 "
3011	HACKBERRY	19X14 (M)
3012	HACKBERRY	11 "
3013	HACKBERRY	11 "
3014	HACKBERRY	13 "
3015	HACKBERRY	8 1/2 "
3016	HACKBERRY	8 1/2 "
3017	HACKBERRY	8 1/2 "
3018	HACKBERRY	12 1/2 "
3019	HACKBERRY	24 "
3020	ASH	10 1/2 "
3021	HACKBERRY	13 "
3022	HACKBERRY	10 "
3023	HACKBERRY	13 "
3024	HACKBERRY	7X5X4 (M)
3025	HACKBERRY	17 1/2 "
3026	HACKBERRY	33 "
3027	HACKBERRY	8 1/2 "
3028	HACKBERRY	19 1/2 "

LEGEND

- 1/2" IRON ROD FOUND (PINK CAP STAMPED "SURVEY WORKS")
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- GAS PIPELINE MARKER
- GUY WIRE
- POWER POLE
- FIRE HYDRANT
- MANHOLE WASTEWATER
- WATER VALVE
- OHU — OVERHEAD UTILITY
- WOOD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- EDGE OF PAVEMENT
- PROPERTY LINE
- ADJOINER LINE
- CONCRETE AREA
- DEED OVERLAP / GAP

P.U.E.	PUBLIC UTILITY EASEMENT
S.B.L.	SETBACK LINE
INV	INVERT
+ 100'	SPOT ELEVATION
CMP	CORRUGATED METAL PIPE
ON/OFF	STRUCTURE ON/OFF SUBJECT PROPERTY
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
VOL. PG.	VOLUME AND PAGE
R.P.R.W.C.	REAL PROPERTY RECORDS WILLIAMSON COUNTY
D.R.W.C.	DEED RECORDS WILLIAMSON COUNTY
DOC. NO.	DOCUMENT NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
CAB. SLD.	CABINET AND SLIDE
P.R.W.C.	DEED RECORDS WILLIAMSON COUNTY
N/F	NOW OR FORMERLY

TREE LEGEND

CRITICAL ROOT ZONE = DIAMETER EQUAL IN FEET TO TWICE THE NUMBER OF INCHES OF THE TREE'S TRUNK DIAMETER

(M) MULTIPLE TRUNK

DATUM & BEARING BASIS

TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83. GRID NORTH, ELEVATION DATA NAVD 88, GEOID 18. DISTANCES IN US SURVEY FEET (GRID).

SURVEYOR NOTES

[1] THE MONUMENTATION FOUND DURING THE COURSE OF THIS SURVEY FOR THE SOUTH LINE OF THE SUBJECT 4.68 ACRE TRACT CONFLICTS WITH THE NORTH LINE OF THE CALLED 1.56 ACRES RECORDED IN DOC. NO. 2022024007, AS DEPICTED HEREON.

[2] ASPHALT PAVING OVERLAPS THE SOUTH LINE OF THE SUBJECT PROPERTY AS DEPICTED HEREON.

TABLE A - ALTA NOTES

1. MONUMENTS PLACED AT ALL MAJOR CORNERS
2. ADDRESS(ES) OF THE SURVEYED PROPERTY DISCLOSED
3. FLOOD ZONE CLASSIFICATION DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY
4. GROSS LAND AREA: 4.681 ACRES
5. VERTICAL RELIEF SOURCE: 1-FOOT CONTOURS BASED ON GROUND SURVEY MEASUREMENTS

7(a). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL

8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK AS DEPICTED
9. NO PAINTED PARKING AREAS NOTED DURING SURVEY
13. NAMES OF ADJOINING LAND OWNERS PER WILLIAMSON COUNTY APPRAISAL DISTRICT
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK
17. THERE IS NO EVIDENCE OF PROPOSED STREET RIGHT OF WAY CHANGES AS PROVIDED BY THE CLIENT OR GOVERNING MUNICIPALITY.

GENERAL NOTES:

1) THIS PROPERTY IS SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS. SURVEYOR HAS MADE NO INVESTIGATION FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR OWNERSHIP TITLE EVIDENCE.
2) SUBJECT TO ALL APPLICABLE DEVELOPMENT CODES AND ZONING ORDINANCES.
3) DUE TO DIFFERING BUILDING PRACTICES, BUILDING DIMENSIONS ARE APPROXIMATE.
4) ANY UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY.
5) OWNERSHIP DEED RECORDED IN DOCUMENT NO. 2021191992, WILLIAMSON COUNTY RECORDS.
6) TREE TYPES TO BE VERIFIED BY CERTIFIED ARBORIST.

Texas 811 — Know what's below. Call before you dig.

TITLE COMMITMENT NOTES:

COMMITMENT FOR TITLE INSURANCE PREPARED BY: FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 202202922, EFFECTIVE DATE: AUGUST 3, 2023

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]

THE FOLLOWING MATTERS ADDRESSED BY THE SURVEYOR ARE ITEMIZED BELOW.

A) PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH, AS SHOWN BY THE PLAT RECORDED IN CABINET F, SLIDE 75 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING FURTHER AFFECTED BY DOCUMENT NO. 1999041159 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON SURVEY DATED FEBRUARY 20, 2021, PREPARED BY KENNETH LOUIS CRIDER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624. [AS DEPICTED]

B) PUBLIC UTILITY EASEMENT 18 FEET IN WIDTH, AS SHOWN BY THE PLAT RECORDED IN CABINET F, SLIDE 75 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON SURVEY DATED FEBRUARY 20, 2021, PREPARED BY KENNETH LOUIS CRIDER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624. [AS DEPICTED]

C) PUBLIC UTILITY EASEMENT 20 FEET IN WIDTH, AS SHOWN BY THE PLAT RECORDED IN CABINET F, SLIDE 75 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON SURVEY DATED FEBRUARY 20, 2021, PREPARED BY KENNETH LOUIS CRIDER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624. [AS DEPICTED]

D) BUILDING SETBACK 20 FEET IN WIDTH, AS SHOWN BY THE PLAT RECORDED IN CABINET F, SLIDE 75 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON SURVEY DATED FEBRUARY 20, 2021, PREPARED BY KENNETH LOUIS CRIDER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624. [AS DEPICTED]

E) BUILDING SETBACK 10 FEET IN WIDTH, AS SHOWN BY THE PLAT RECORDED IN CABINET F, SLIDE 75 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON SURVEY DATED FEBRUARY 20, 2021, PREPARED BY KENNETH LOUIS CRIDER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624. [AS DEPICTED]

F) INTENTIONALLY DELETED

G) UTILITY EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT DATED FEBRUARY 4, 1974, RECORDED IN VOLUME 608, PAGE 256 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT, UNABLE TO DETERMINE LOCATION FROM RECORD DOCUMENT, EASEMENT APPEARS TO BE EAST OF SUBJECT PROPERTY BASED ON DESCRIPTION]

H) INGRESS, EGRESS AND PARKING OF VEHICULAR TRAFFIC BY INSTRUMENT DATED NOVEMBER 13, 1975, RECORDED IN VOLUME 623, PAGE 916 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT, SOUTH OF SUBJECT PROPERTY]

I) UTILITY EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT DATED DECEMBER 19, 1978, RECORDED IN VOLUME 747, PAGE 106 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. [MAY APPLY, UNABLE TO DETERMINE LOCATION FROM RECORD DOCUMENT]

J) PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF TAYLOR, BY INSTRUMENT DATED MAY 5, 1988, RECORDED IN VOLUME 1687, PAGE 129 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON SURVEY DATED FEBRUARY 20, 2021, PREPARED BY KENNETH LOUIS CRIDER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624. [AS DEPICTED]

K) PIPELINE EASEMENT GRANTED TO ATMOS ENERGY CORPORATION, A TEXAS CORPORATION, BY INSTRUMENT DATED NOVEMBER 16, 2007, RECORDED UNDER DOCUMENT NO. 2007107719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [AS DEPICTED]

L) THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT TO LEVY TAXES AND ISSUE BONDS. [APPLIES]

M) FENCE OUTSETS AS SHOWN ON SURVEY DATED FEBRUARY 20, 2021, PREPARED BY KENNETH LOUIS CRIDER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624.

N) CONCRETE AND ASPHALT AREA OVER PROPERTY LINE AS SHOWN ON SURVEY DATED FEBRUARY 20, 2021, PREPARED BY KENNETH LOUIS CRIDER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624.

O) UPON RECEIPT OF AN ACCEPTABLE AFFIDAVIT FROM THE SELLER(S), THE FOLLOWING WILL BE DELETED AS AN EXCEPTION:

"ANY AND ALL LEASES, RECORDED OR UNRECORDED, WITH RIGHTS OF TENANTS IN POSSESSION."

P) INTENTIONALLY DELETED

Q) INTENTIONALLY DELETED

UTILITY NOTES

1. SURVEYOR MAKES NO GUARANTEES THAT THE UTILITES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED AND DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY). SURVEYOR DOES CERTIFY THAT UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.
2. TEXAS 811 ONE CALL SERVICES WERE USED FOR UNDERGROUND UTILITY MARKING. TICKET NUMBER: 2360315706
3. ALL SUBSURFACE UTILITIES AND PIPE SIZES SHOWN HEREON ARE APPROXIMATE AND HAVE NOT BEEN FIELD VERIFIED.

FLOOD INFORMATION

SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION ZONE X (SHADED) AND ZONE X (UNSHADED) BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 48491C0533F, WITH A DATE OF IDENTIFICATION OF DECEMBER 20, 2019, FOR COMMUNITY NUMBER 480670, IN WILLIAMSON COUNTY, STATE OF TEXAS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

TO: GOLDWOLF VENTURES, LLC, FIDELITY NATIONAL TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEY, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS:
1, 2, 3, 4, 5, 7(a), 8, 9, 13, 16, AND 17 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON APRIL 19, 2023.

DATE OF PLAT OR MAP: JUNE 20, 2023

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

DEREK KINSAUL, R.P.L.S. No 6356

SHEET SIZE = 24"X36"

SURVEYED FOR: GOLDWOLF VENTURES
PROJECT NO. 21-0353.01
COMMERCIAL DR.,
TAYLOR, TX

SURVEY WORKS
INFO@SURVEYWORKS.COM
SURVEYWORKS.COM
1207 UPLAND DRIVE
AUSTIN, TX 78741
FIRM #10194157
(512) 599-8067

SHEET
1 of 1

An Infill Neighborhood Plan
for
215 Commercial Drive
Taylor, Texas

A BACKGROUND
Regional Context A.2
Site in Context A.3
Comprehensive Plan Excerpts A.4
Target Place Type Allocations A.5
Existing Conditions A.6
Elevation Analysis A.7

B INFILL NEIGHBORHOOD PLAN
Place Type Allocations B.2
Regulating Plan B.3
Design-Specific Standards. B.4
Thoroughfare Types Plan B.5
Thoroughfare Sections B.6
Civic Space Plan B.7

C ILLUSTRATIVE PLAN AND DIAGRAMS
Master Plan in Context C.2
Illustrative Master Plan with Program C.3
Fire Apparatus Access Diagram C.4
Detailed Program and Parking C.5
Master Plan with Annotations C.6
Character Images C.7

X APPENDIX
Charrette Plans X.2

For
The City of Taylor, Texas
and
GWV Commercial Drive, LLC
by
Michael Watkins Architect, LLC
September 3, 2024

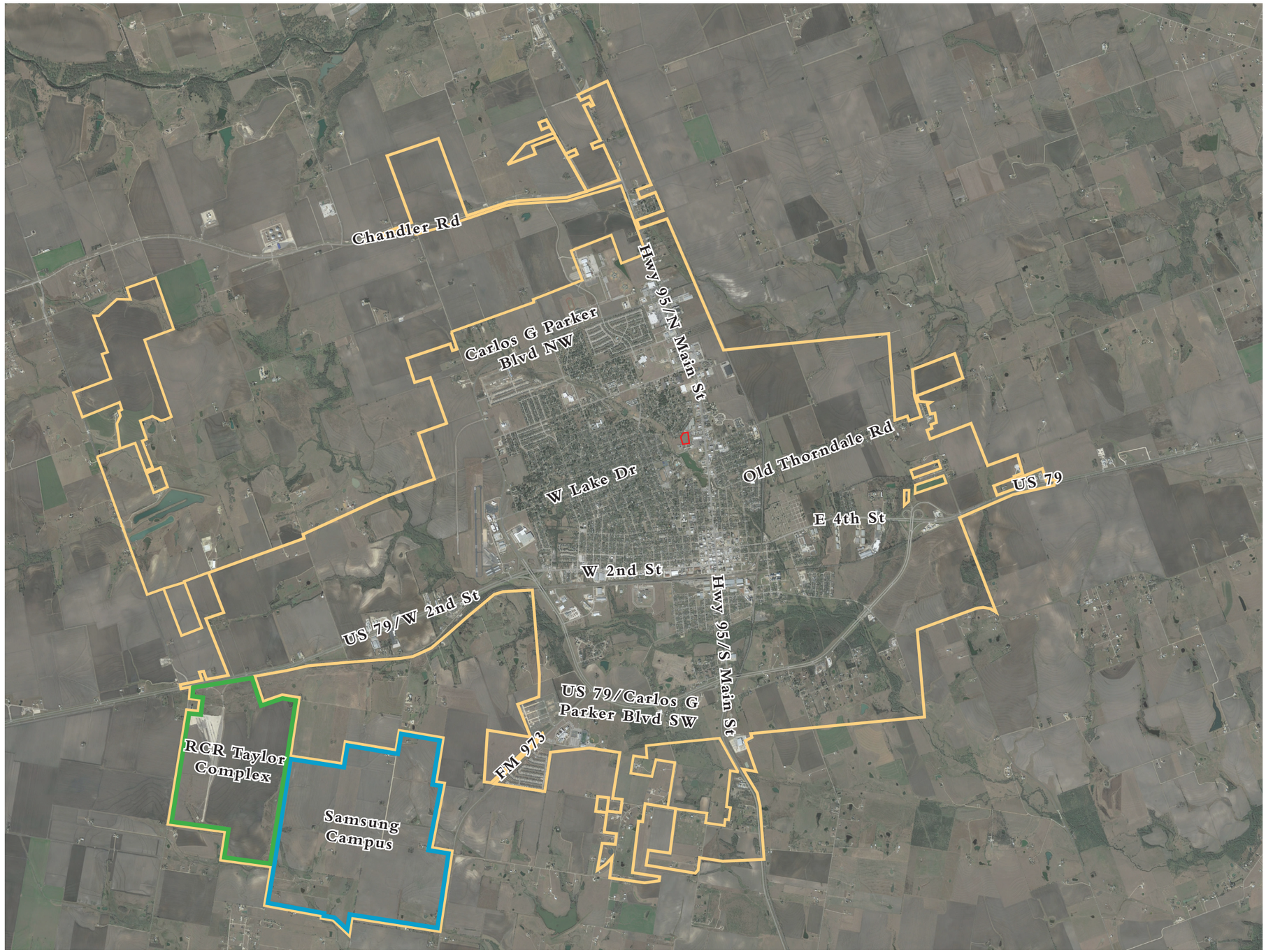
A. Background

The Infill Neighborhood Plan provides the general layout for the development, serving as a guide for future steps in the development. This layout is based on the existing conditions on the Subject Property as described in the Background chapter and the specific development scenario described in the Supplemental Plans. The Regulations chapter describes the required components and standards associated with this layout and demonstrates the layout's compliance with the Taylor Comprehensive Plan and the Taylor Land Development Code. Other scenarios and refinements to the design are anticipated and shall be permitted within the bounds of the requirements in the Regulations chapter and all other applicable regulations.

The Background chapter summarizes information about the site, program, zoning, and other relevant constraints provided by the Applicant and the City of Taylor that inform the design of the Infill Neighborhood Plan.

Regional Context A.2
Site in Context A.3
Comprehensive Plan Excerpts A.4
Target Place Type Allocations A.5
Existing Conditions A.6
Elevation Analysis A.7

REGIONAL CONTEXT



Key

- City Boundary
- Subject Property
- Samsung Campus
- RCR Taylor Complex

N

0 ft 2,250 ft 4,500 ft 9,000 ft

SITE IN CONTEXT

Key

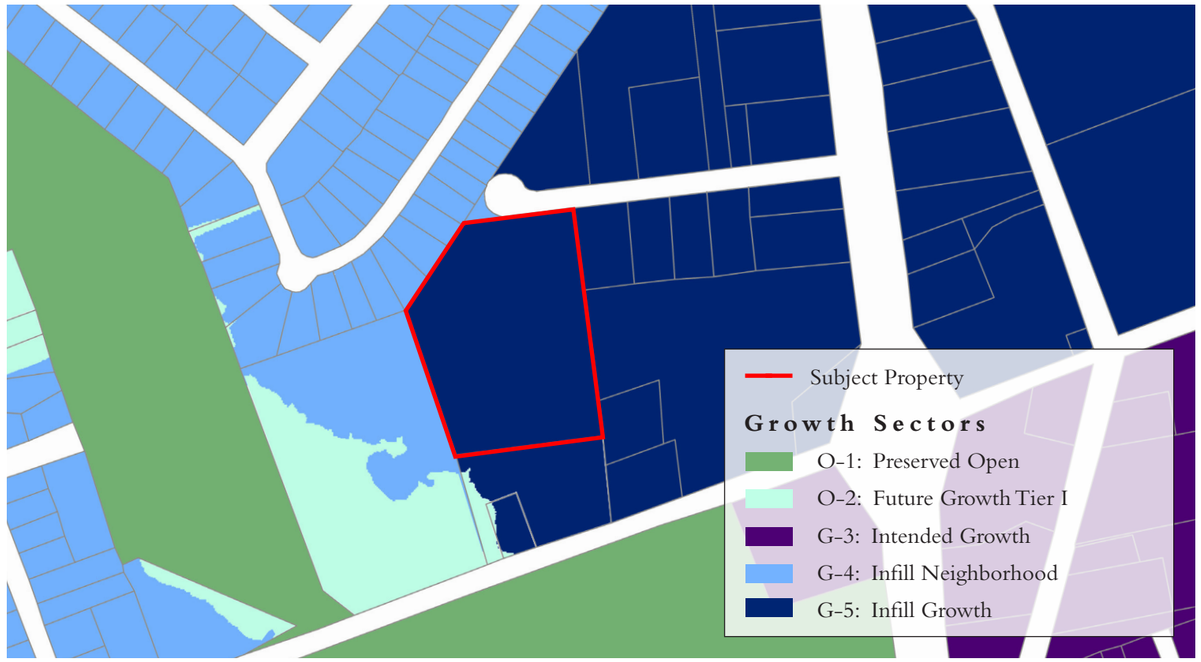
- Subject Property
- Community Boulevard
- Trail
- 1-foot Contour
- 10-foot Contour
- 30-foot Pipeline Easement
- Varying Public Utility Easements

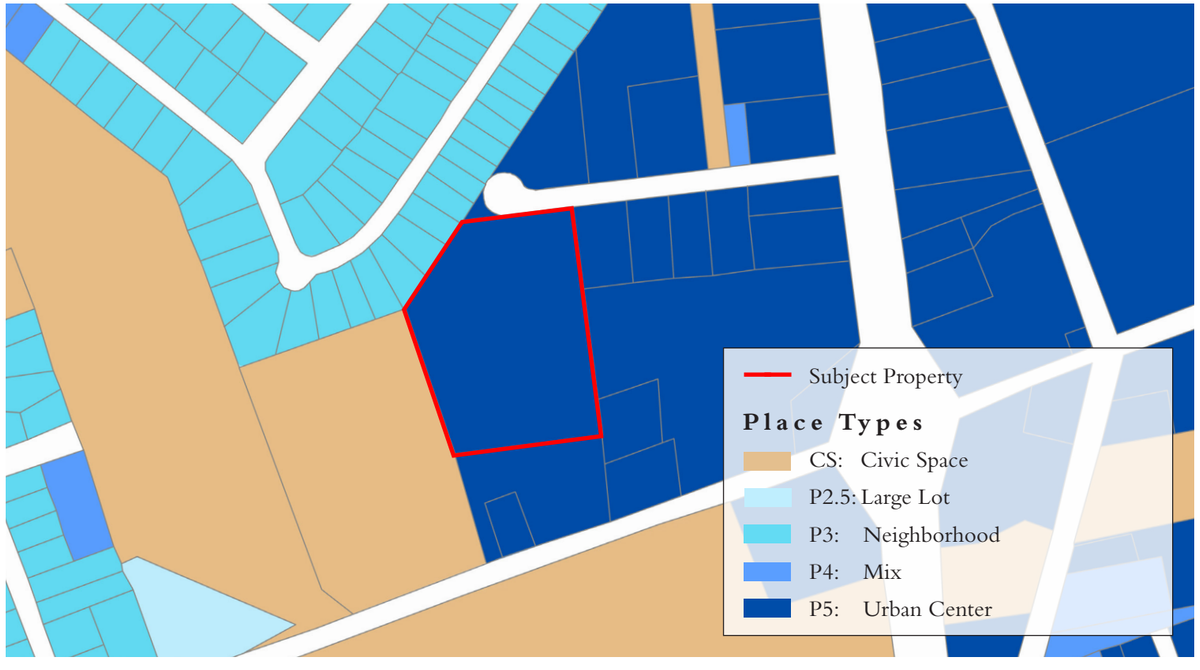
0 ft 80 ft 160 ft 320 ft

N

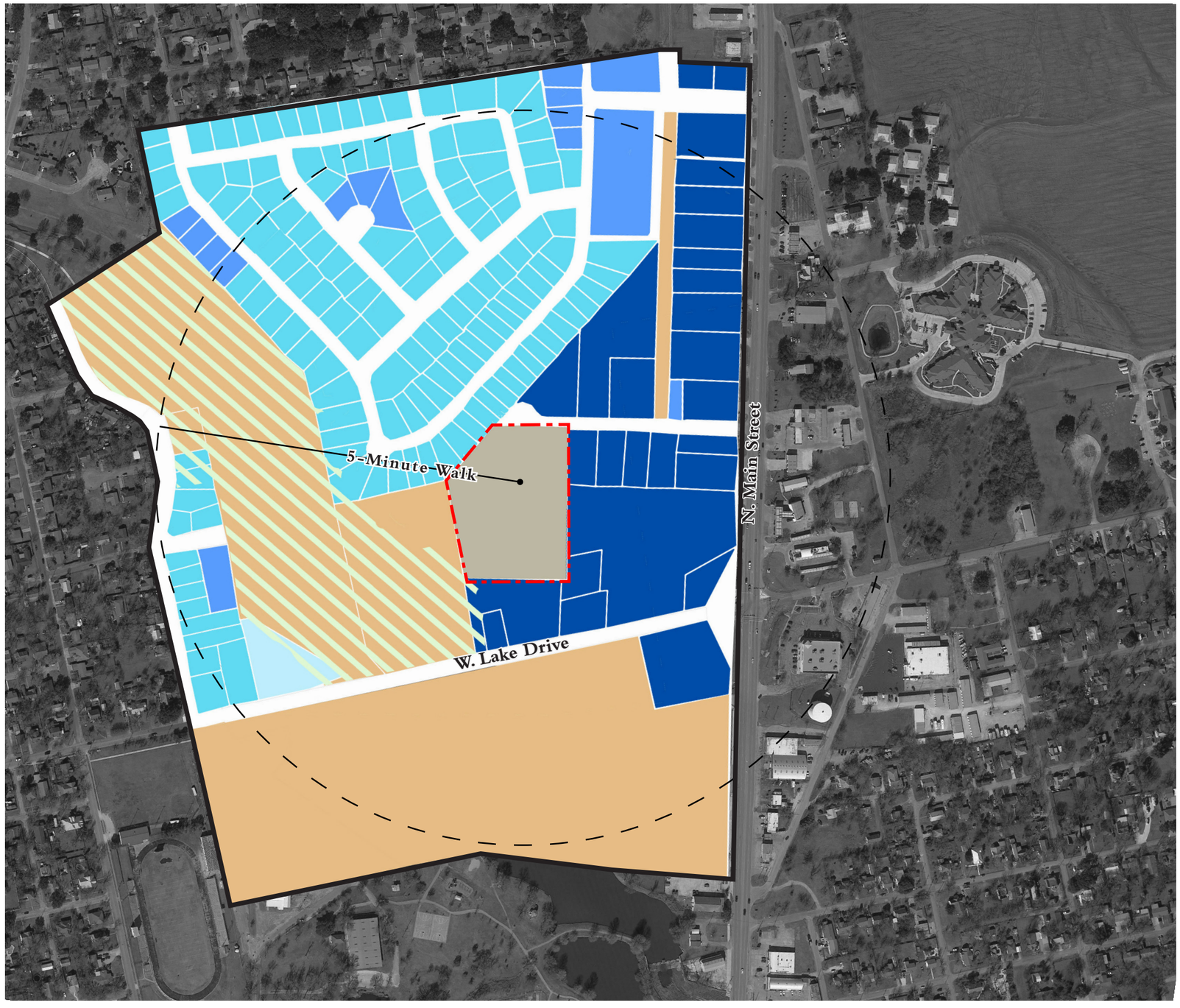
The design is subject to change. Not for construction.

COMPREHENSIVE PLAN EXCERPTS





TARGET PLACE TYPE ALLOCATIONS

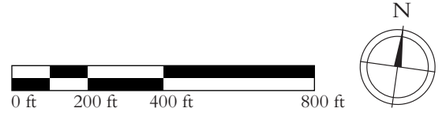


Key

- Subject Property
- Pedestrian Shed

Place Type	Permitted for a TND	Total in Pedestrian Shed	Outside Subject Property	Inside Subject Property
P1 [2]	5% min.	TBD	23.2 ac.	TBD
P2.5	0% min.	TBD	1.3 ac.	TBD
P3	10-30%	TBD	32.4 ac.	TBD
P4	40-60%	TBD	6.3 ac.	TBD
P5	10-30%	TBD	23.3 ac.	TBD
CS	10% min.	TBD	54.5 ac.	TBD
TBD	-	TBD	0.0 ac.	4.7 ac..
Total	**100%**	**122.5 ac.**	**117.8 ac.**	**4.7 ac.**

1. *The percentages listed are calculated with respect to the area of the Pedestrian Shed as shown on the accompanying plan. The Pedestrian Shed (as described in LDC § 3.6.1.7) delineates the area of the subject property and adjacent properties intended to constitute a complete TND (as described in LDC § 3.6.1.4). Areas and percentages listed are approximate.*
2. *The area of P1 is not counted towards any of the totals because P1 is an overlay district, so all areas zoned P1 are totaled according to their base Place Type.*



The design is subject to change. Not for construction.

EXISTING CONDITIONS

Key

- Subject Property
- 1-foot Contour
- 10-foot Contour
- Pipeline Easement
- Public Easement

Note: parking may be located in both the Pipeline and Public Easements.

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

ELEVATION ANALYSIS

Key

- Subject Property
- 1-foot Contour
- 10-foot Contour
- 580-585 feet
- 575-580 feet
- 570-575 feet
- 565-570 feet
- 560-565 feet

0 ft 40 ft 80 ft 160 ft

N

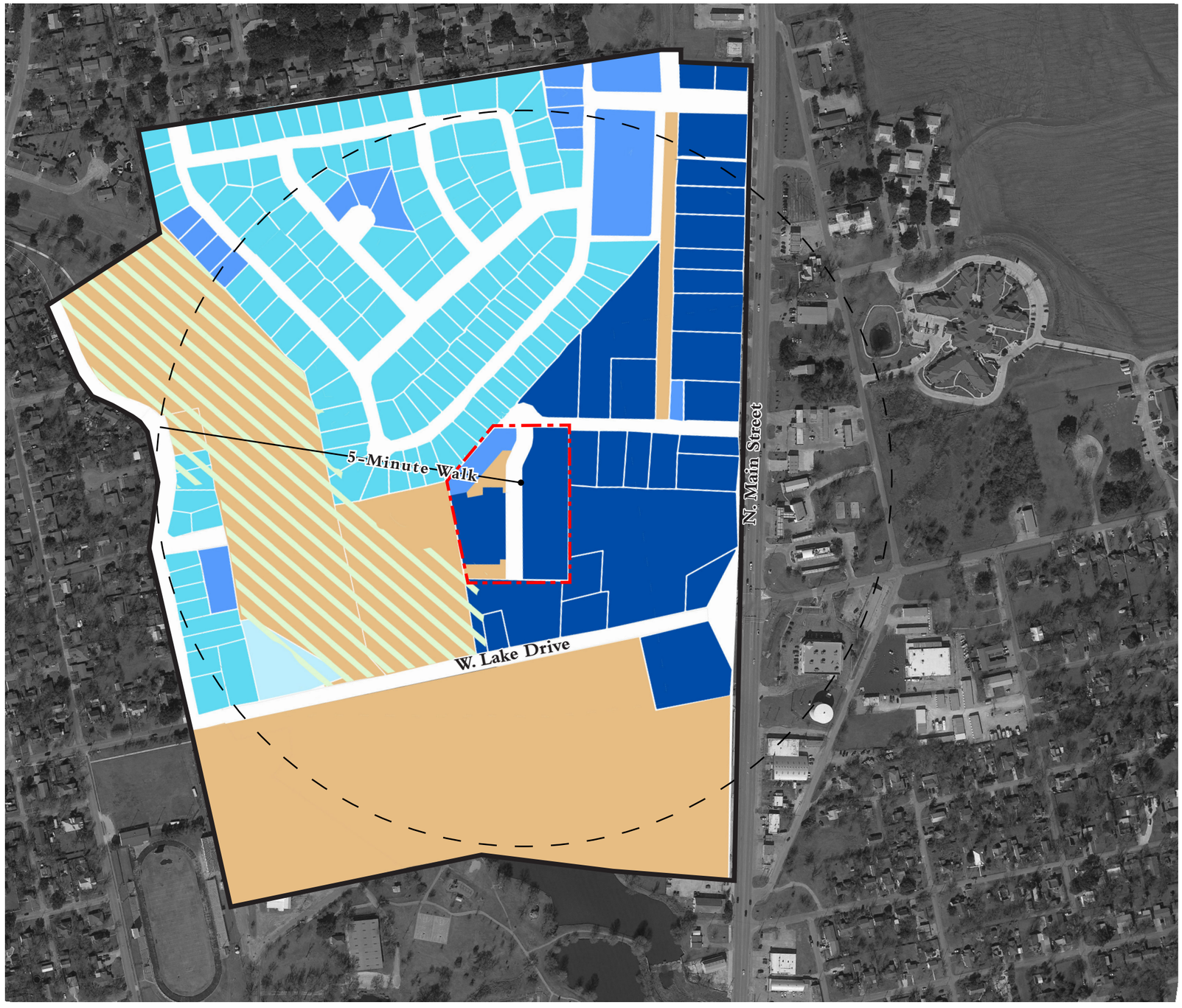
The design is subject to change. Not for construction.

B. Regulations

The Regulations chapter is a set of plans and standards which specifies the requirements of this Infill Neighborhood Plan and demonstrates how the Infill Neighborhood Plan complies with the Taylor Comprehensive Plan and Land Development Code. These Regulations include the general layout of Thoroughfares, Civic Spaces, Blocks, and Lots, as well as standards specifying any deviations from the LDC and additional requirements necessary for the development to comply with the Comprehensive Plan and the intent of the LDC. While these Regulations are informed by the specific development scenario described in the Supplemental Plans chapter, other scenarios and refinements to the design are anticipated and shall be permitted within the bounds of these Regulations and all other applicable regulations.

Regulating Plan in Context B.2
Regulating Plan B.3
Design-Specific Standards B.4
Thoroughfare Types Map B.5
Thoroughfare Sections B.6
Civic Space Plan B.7

PLACE TYPE ALLOCATIONS



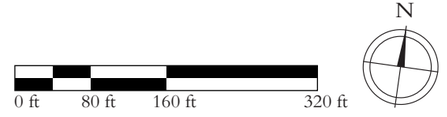
Key

Subject Property

Pedestrian Shed

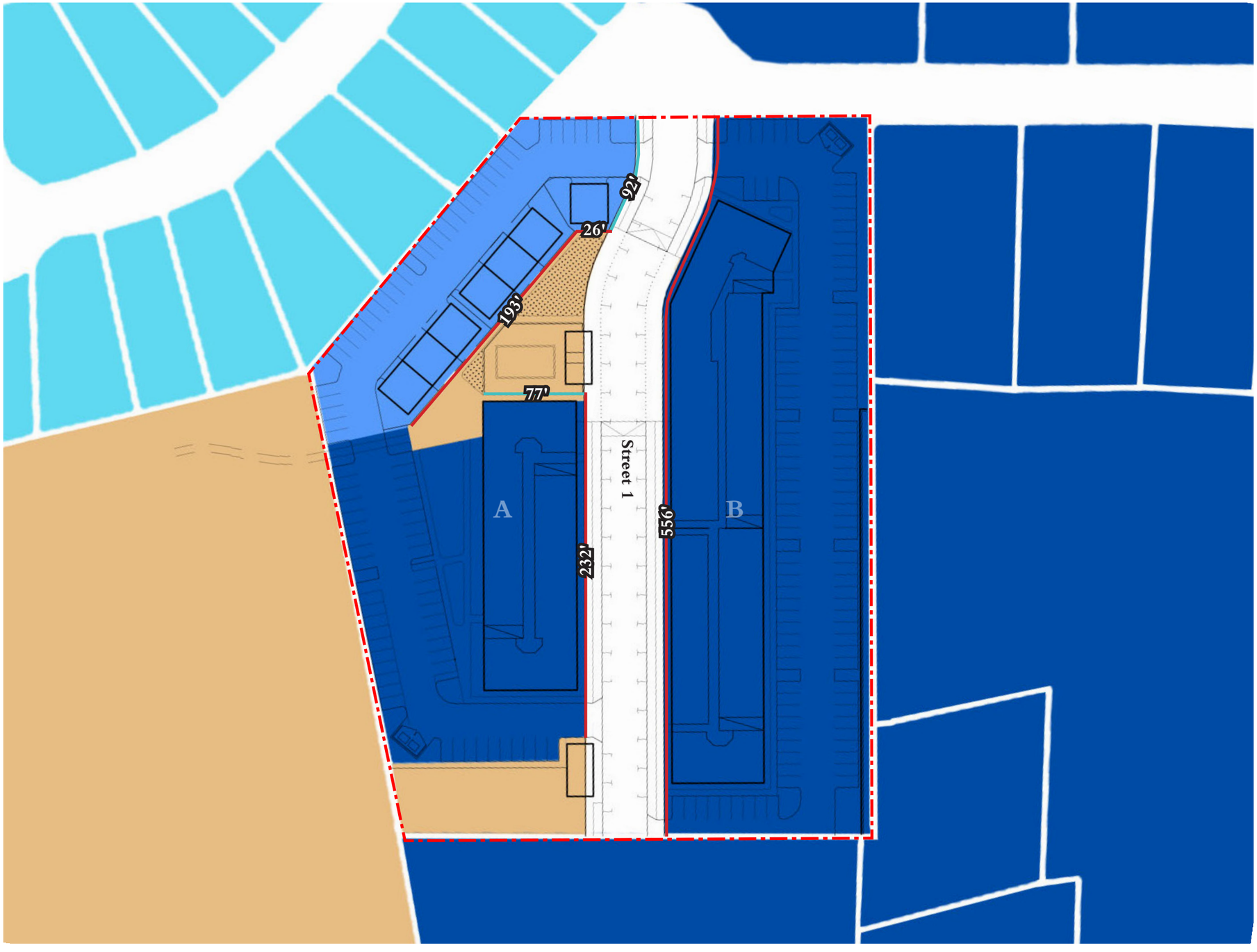
Place Type	Permitted for a TND	Total in Pedestrian Shed	Outside Subject Property	Inside Subject Property
P1 [3]	5% min.	23.2 ac. (19.1%)	23.2 ac.	0.0 ac.
P2.5	0% min.	1.3 ac. (0.1%)	1.3 ac.	0.0 ac.
P3	10-30%	32.4 ac. (26.7%) [5]	32.4 ac.	0.0 ac.
P4	40-60%	6.3 ac. (5.2%) [5]	6.3 ac.	0.6 ac.
P5	10-30%	26.2 ac. (21.6%) [5]	23.3 ac.	2.9 ac.
CS	10% min.	55.0 ac. (45.4%)	54.5 ac.	0.5 ac.
Total	**100%**	**121.2 ac.**	**117.8 ac.**	**4.0 ac.**

1. *The percentages listed are calculated with respect to the area of the Pedestrian Shed on the accompanying plan. The Pedestrian Shed (as described in LDC § 3.6.1.7) delineates the area of the subject property and adjacent properties intended to constitute a complete TND (as described in LDC § 3.6.1.4). Areas and percentages listed are approximate.*
2. *The areas and percentages listed are calculated excluding the following: Front Type Thoroughfares, land within the ETJ or other land outside the Taylor city limits, and TxDOT RsOW.*
3. *The area of P1 is not counted towards any of the totals because P1 is an overlay district, so all areas zoned P1 are totaled according to their base Place Type.*
4. *See the Civic Space Plan on page B.8.for the total Civic Space allocation within the subject property.*
5. *See a recommended Warrant regarding the allocation of P5 in this Pedestrian Shed in the General Standards on page B.3.*



The design is subject to change. Not for construction.

REGULATING PLAN

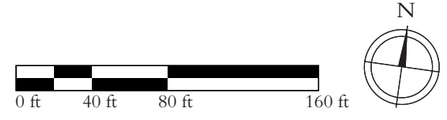


Key

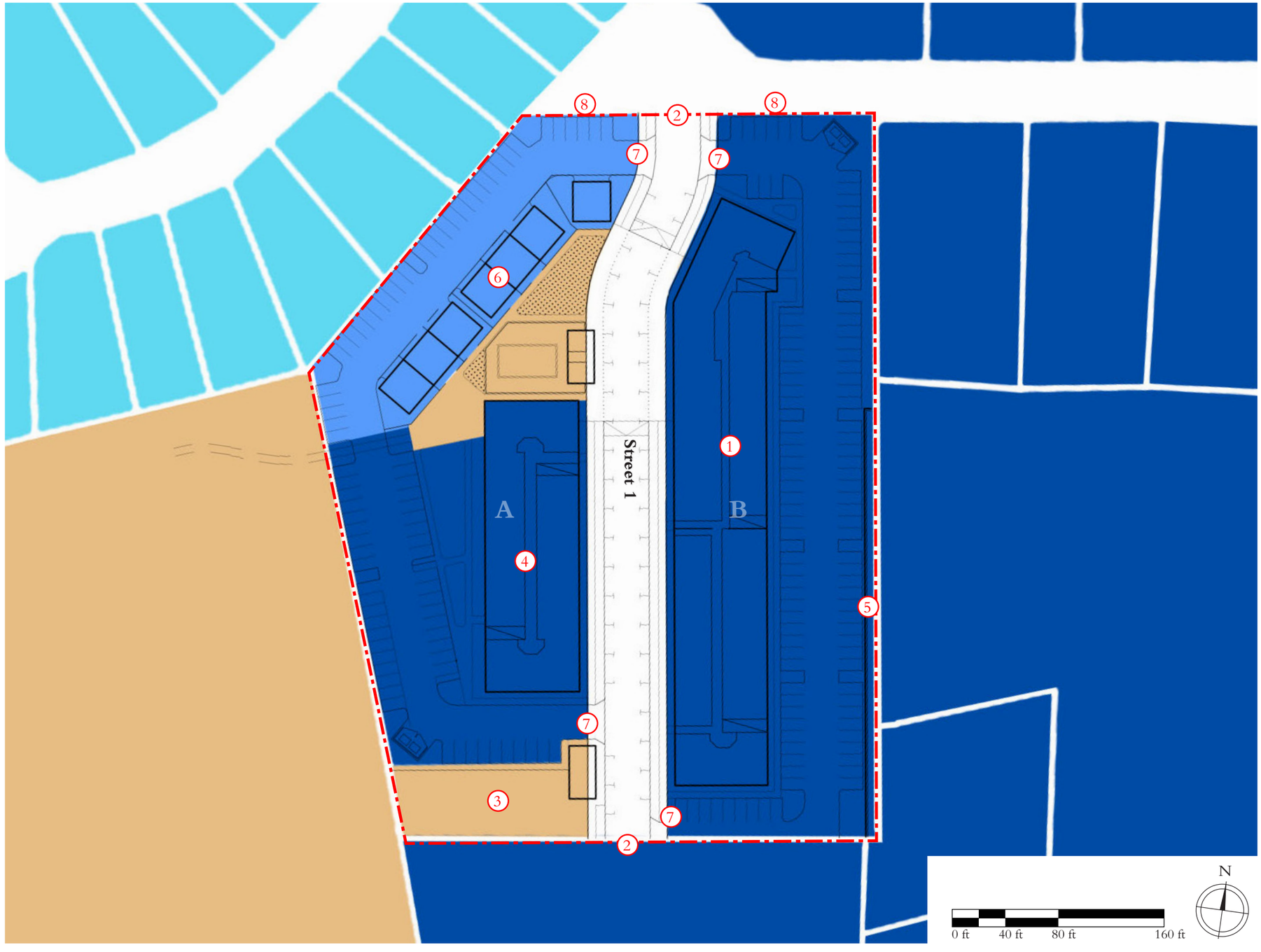
- Subject Property
- P2.5
- P3
- P4
- P5
- CS
- Primary Frontage
- Secondary Frontage

General Standards

1. A Warrant is recommended to allow for lower ratios of P4 than is permitted for a TND, given that other properties currently zoned P5 are expected to include a mix of Place Types if they redevelop.
2. Block dimensions shown are non-binding and are intended to demonstrate compliance with City Standards for block length and perimeter. See the Design Specific Standards on page B.4 for a recommended Warrant for blocks which do not comply.



The design is subject to change. Not for construction.



Design-Specific Standards

1. A Warrant is recommended to allow for larger Block size for Block B, due to the existing thoroughfare network and potential thoroughfare connections in this area.
2. Street 1 is intended to connect to the adjacent properties, with the exact location of the connection to be determined.
3. Stormwater management facilities, whether primarily wet or dry, shall be designed such that they add value to the neighborhood, rather than detract from it.
    a. Dry facilities shall be landscaped to act as an open lawn or space for unstructured recreation when dry, and shall be landscaped around the perimeter with a variety of plantings including, at a minimum, canopy trees which provide shade for users.
    b. Wet facilities shall be designed to look like natural ponds with gently sloping edges rather than steep "engineered" banks. Wet ponds shall be landscaped around the perimeter with a variety of plantings including, at a minimum, canopy trees which provide shade for users.
    c. Maintenance berms and/or maintenance access shall be provided for in both wet and dry facilities.
4. Buildings in Block A shall have a maximum height of 3 stories to provide a transition from the P4 and P5 proposed in this Infill Neighborhood Plan and the neighboring Detached Dwellings in P3.
5. A Warrant is recommended to allow this parking lot not to connect to the adjacent parking lot due to the significant change in elevation in this area.
6. Liner Buildings shall be permitted in the areas shown in order to screen parking. All Liner Buildings shall have the Primary Entrance and a Stoop, Porch, or balcony facing the Primary Frontage. A Warrant is recommended to allow parking in the Second Lot Layer in these locations only if it is enclosed in a building and screened from view at Frontages.
7. A Variance is recommended to allow parking in the Second Layer in order to accommodate the applicant's proposed program and associated parking. This parking shall be screened where visible from frontages.
8. A Variance is recommended to allow parking lots to face Commercial Drive in these locations in order to accommodate the applicant's proposed program and associated parking given the existing easements and thoroughfare network on and near the Subject Property

The design is subject to change. Not for construction.

THOROUGHFARE TYPES MAP

Key

Subject Property

Front Thoroughfare Types

Name	Type	ROW	Pavement
Street	ST	60	34

Rear Thoroughfare Types

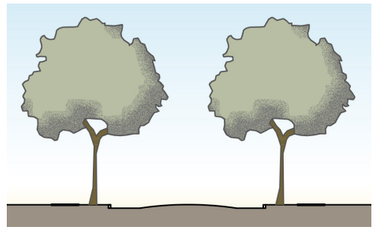
Name	Pavement
Fire Lane in Parking Lot	26-feet clear

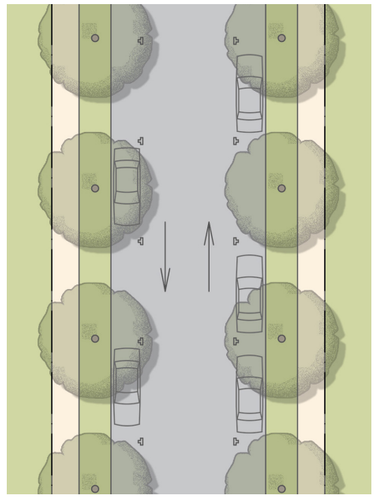
0 ft 40 ft 80 ft 160 ft

N

The design is subject to change. Not for construction.

THOROUGHFARE SECTIONS





ST-60-34

Neighborhood Street
60 ft. ROW
34 ft. Pavement
Slow Movement
Two-Way Traffic
Parking Both Sides
12 ft. Curb Radius
Header Curbs
7 ft. Tree Lawn
Allee[1], 25-30 ft. o.c.
6 ft. Sidewalk
For buildings up to 30 ft. tall

[1](Cluster pattern permitted adjacent to civic spaces.)

Thoroughfare Type
ST Street

Right-of-Way Width

Pavement Width

XX-###-##

Thoroughfare Type
Place Type
Right-of-Way or Easement Width
Pavement Width
Movement
Traffic Lanes
Parking Lanes
Pavement / Curb
Curb Type
Planter Type (includes curb if any)
Landscape Type
Walkway Type

Notes

CIVIC SPACE PLAN

Key

Subject Property

Civic Space Types

Plaza

Park

Area of Civic Space in Subject Property	0.51 ac
Area of Subject Property	4.72 ac
Civic Space Ratio	**11%**

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

C. Supplemental Plans

The Supplemental Plans chapter is a set of additional plans that elaborates on the specific development scenario used as the basis for this Infill Neighborhood Plan. This information includes the Building Types, uses, and parking incorporated into the design, how that design proposes to address matters such as fire apparatus access, and particular features of the design that contribute to the intended character of the development. The information presented in this chapter reflects one possible development scenario for this Infill Neighborhood Plan. Other scenarios and refinements to the design are anticipated and shall be permitted within the bounds of the requirements in the Regulations chapter and all other applicable regulations.

Master Plan in Context C.2
Master Plan with Summary Program C.3
Fire Apparatus Access Diagram C.4
Detailed Program and Parking C.5
Master Plan with Annotations C.6
Character Images C.7

MASTER PLAN IN CONTEXT

Key

- Subject Property
- 1-foot Contour
- 10-foot Contour
- Community Boulevard
- Trail
- Stormwater Management Pond
- Large Apartment Building
- Leasing Office with Multi-Family Above
- Park-under Unit
- Pavilion or Civic Structure
- Pool

N

0 ft 80 ft 160 ft 320 ft

The design is subject to change. Not for construction.

MASTER PLAN WITH SUMMARY PROGRAM

Key

- Subject Property
- 1-foot Contour
- 10-foot Contour
- Stormwater Management Pond
- Leasing Office with Multi-Family Above
- Pavilion or Civic Structure
- Pool

Residential Program

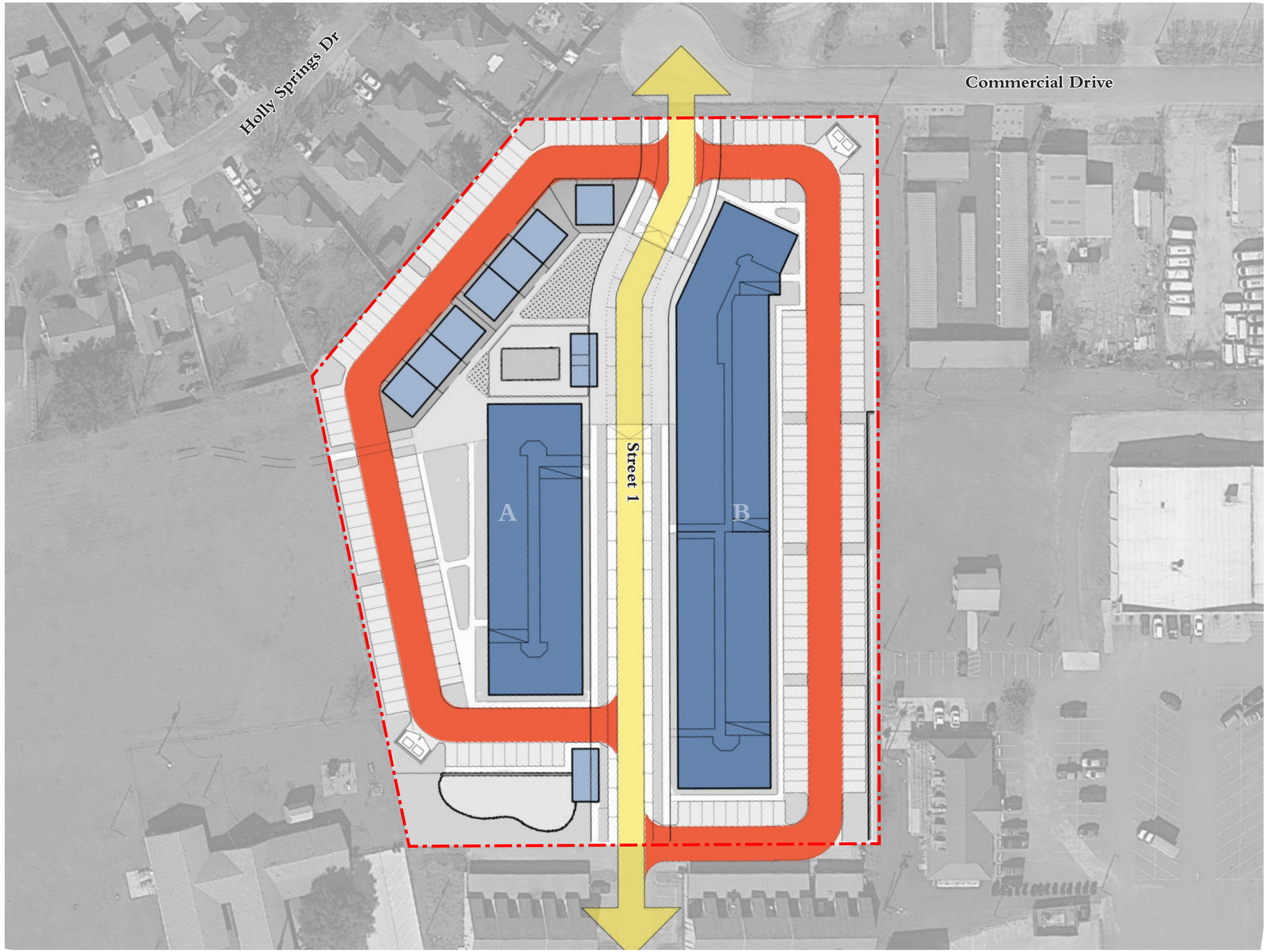
Large Apartment Buildings	163 units
1-Bedroom units	*129 units*
2-Bedroom units	*34 units*
Park-under Units	7 units
Total Residential	**170 units**

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

FIRE APPARATUS ACCESS DIAGRAM

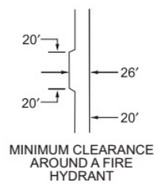


Key

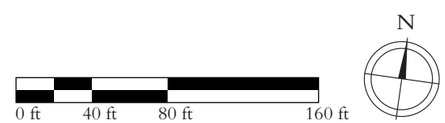
- Subject Property
- 26-foot Fire Apparatus Access Roads
- 20-foot Fire Apparatus Access Roads
- Buildings over 30 feet
- Buildings under 30 feet

Fire Apparatus Access Notes

1. Disclaimer: Applicant's understanding of the relevant standards from these fire apparatus access notes to be confirmed by the City of Taylor.
2. Buildings 30 feet tall or greater:
   - Fire Apparatus Access Roads shall be 26 feet clear minimum.
   - Fire Apparatus Access Roads shall be between 15 and 30 feet from the building.
   - Fire Apparatus Access Roads shall provide access to one complete side of the building, as determined by the Fire Official.
3. For buildings less than 30 feet tall:
   - Fire Apparatus Access Roads shall be 20 feet clear minimum.
4. All Fire Apparatus Access Roads shall have an effective inside turning radius of 15 feet.
5. All Fire Apparatus Access Roads shall be a maximum distance of 150 feet from all portions of any building.
6. Where a fire hydrant is located on a Fire Apparatus Access Road, the minimum road width shall be 26 feet (7925 mm), exclusive of all shoulders (*see graphic below*).

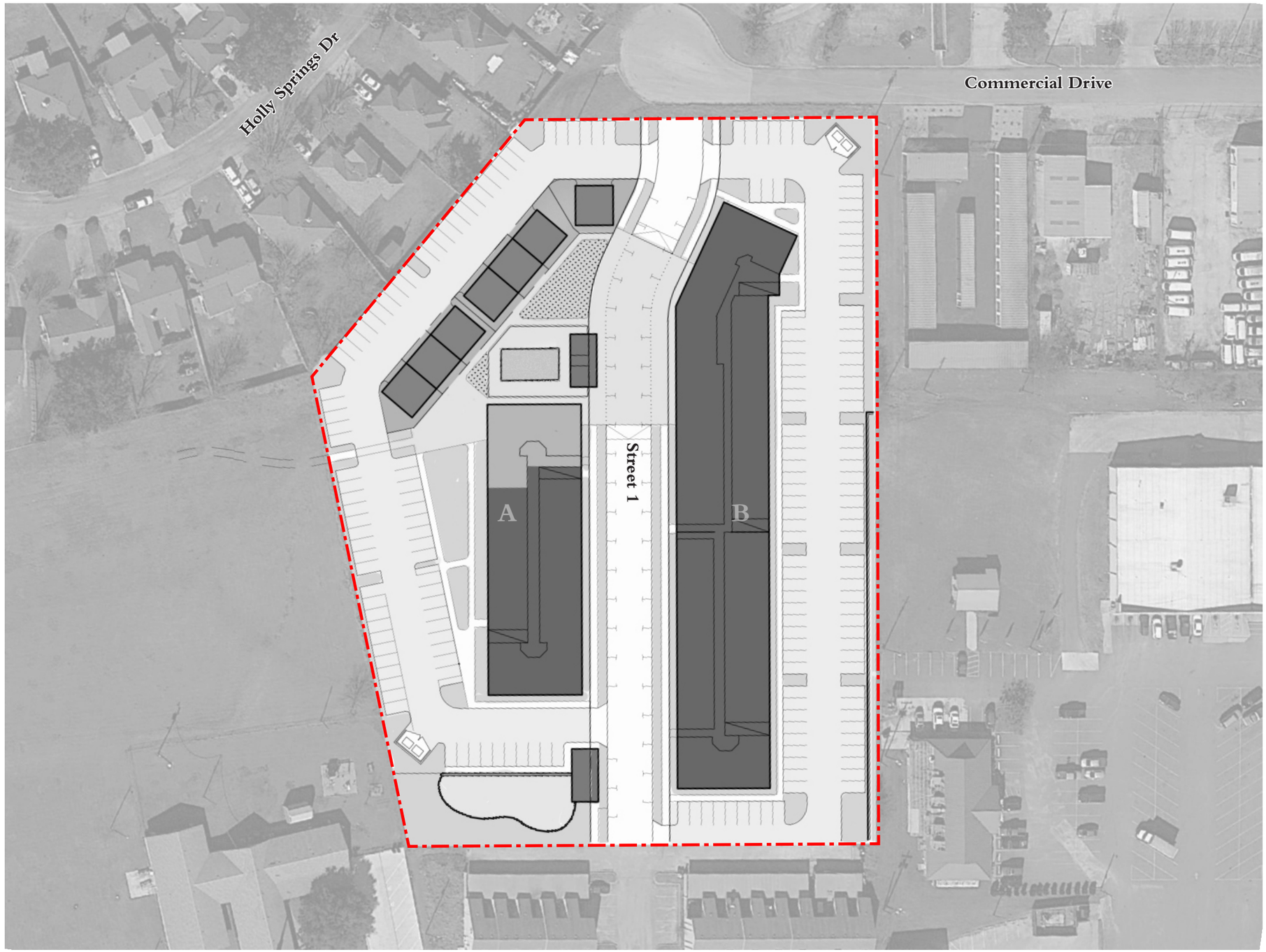


MINIMUM CLEARANCE AROUND A FIRE HYDRANT



The design is subject to change. Not for construction.

DETAILED PROGRAM AND PARKING



Key

- Subject Property
- Area Boundary

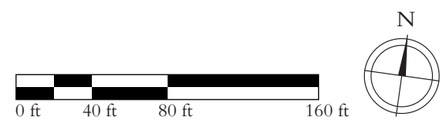
Applicant's Requested Parking Ratios		Spaces
Multi-family Residential	per unit	1.5
Park-under Units	per unit	2

Parking counts provided are approximate and assume 9' x 18' spaces with 24' drive aisles. Further refinement will be needed to account for accessible parking, EV charging, dumpster location, etc. Parking area lines are drawn along the center of streets.

Detailed Program

Large Apartment Buildings		Spaces
1-Bedroom units	129 units	194
2-Bedroom units	34 units	51
Total	163 units	245
Park-under Units	7 units	14
Total Requested		**259**

Parking Provided	Spaces
Provided on Street	40
Provided in Parking Lots	185
Provided in Garages	14
Total Provided	**239**
Difference	**-20**



The design is subject to change. Not for construction.

MASTER PLAN WITH ANNOTATIONS

Key

- Subject Property
- 1-foot Contour
- 5-foot Contour
- Stormwater Management Pond
- Pool
- abc Thoroughfare Label

Annotations

1. Park-under Buildings
2. Multi-family Buildings
3. Pavilion
4. Leasing Office
5. Retaining Wall
6. Future Trail Connection
7. Raised Intersection with Bollards

0 ft 40 ft 80 ft 160 ft

N

The design is subject to change. Not for construction.

CHARACTER IMAGES

1. Park-under Buildings - East Beach, Norfolk,Va.

2. Multi-family Buildings - Beacon Place, Kentlands, Gaithersburg, Md.

3. Pavilion - Amerson River Park, Macon, Ga.

X. Appendix

The Appendix chapter provides additional information for reference that is not directly related to the content of the Infill Neighborhood Plan.

Charrette Plans X.2

CHARRETTE PLAN - WEDNESDAY - SCHEME 1

Key

- Subject Property
- 1-foot Contour
- 5-foot Contour
- Stormwater Management Pond
- Pool
- Townhouse
- Multi-Family
- Civic

PROGRAM

MULTI-FAMILY	UNITS
1 BEDROOM	114
2 BEDROOM	38
TOWNHOUSE	
24 x 50 PARK-UNDER	+ 9
TOTAL	= 161 UNITS

MULTI-FAMILY PARKING

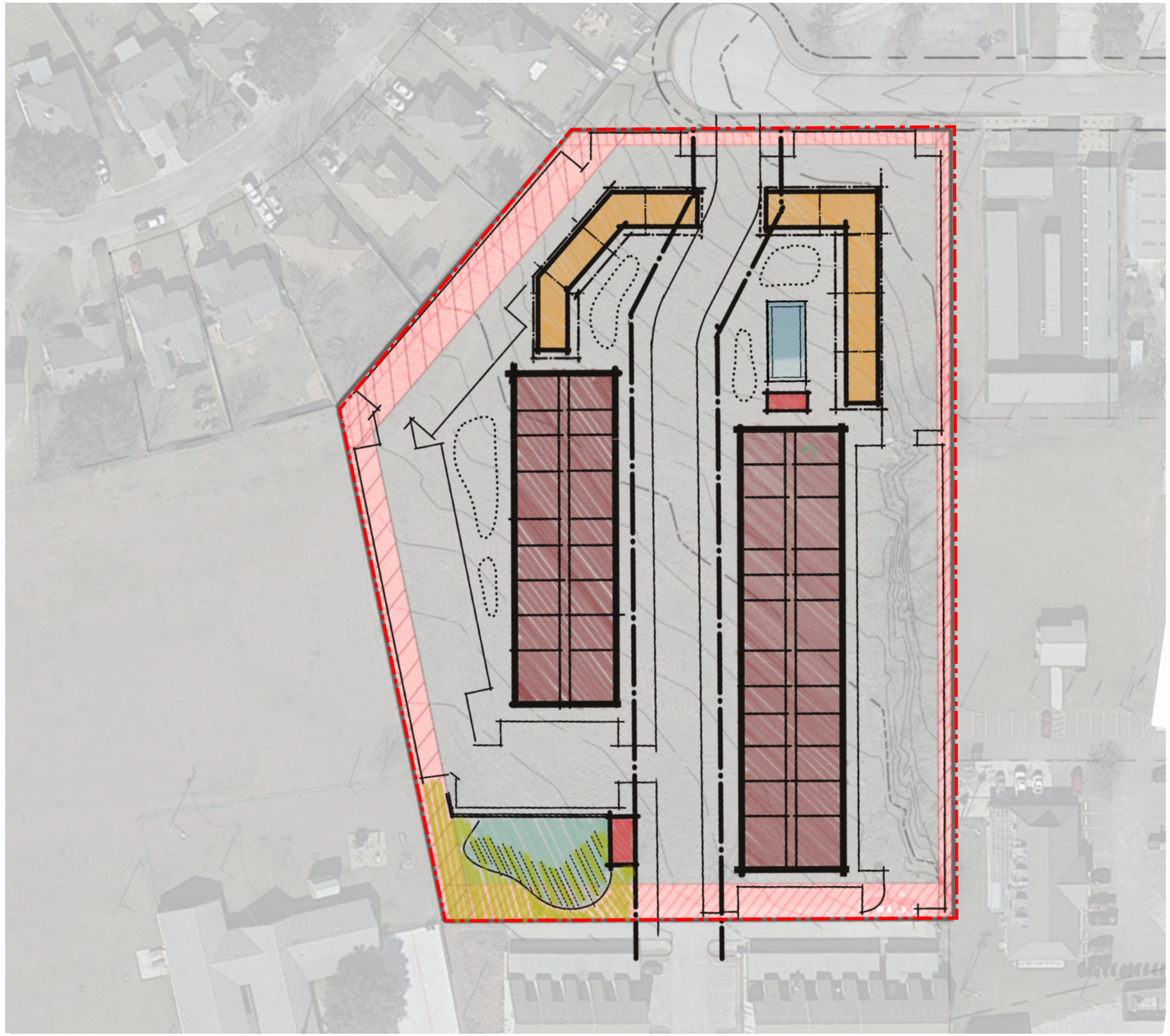
TOT. MULTI-FAM BEDROOMS	190 BEDS
SPACES/BEDROOM	x 1.18/B
REQUIRED	= 224 SPACES
PROVIDED	240 SPACES
NET	+16 SPACES

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

CHARRETTE PLAN - WEDNESDAY - SCHEME 2



Key

- Subject Property
- 1-foot Contour
- 5-foot Contour
- Stormwater Management Pond
- Pool
- Liner
- Multi-Family
- Civic

PROGRAM

MULTI-FAMILY	UNITS
1 BEDROOM	106
2 BEDROOM	38
TOWNHOUSE	
40x24 CARRIAGE HOUSE	+9
TOTAL	= 153 UNITS

MULTI-FAMILY PARKING

TOT. MULTI-FAM BEDROOMS 174 BEDS

SPACES/BEDROOM x1.18/B

REQUIRED = 205 SPACES

PROVIDED 240 SPACES

NET +35 SPACES

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

CHARRETTE PLAN - FRIDAY

Key

- Subject Property
- 1-foot Contour
- 5-foot Contour
- Stormwater Management Pond
- Pool
- Liner
- Multi-Family
- Civic

PROGRAM

MULTI-FAMILY	UNITS
1 BEDROOM	130
2 BEDROOM	38
TOWNHOUSE	
40x24 CARRIAGE HOUSE	+ 5
TOTAL	= 173 UNITS
MULTI-FAMILY PARKING	
TOT. MULTI-FAM BEDROOMS	206 BEDS
SPACES/BEDROOM	x 1.18/B
REQUIRED	= 243 SPACES
PROVIDED	243 SPACES
NET	= 1.18 SPACES/BED

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

PZ-2024-2109

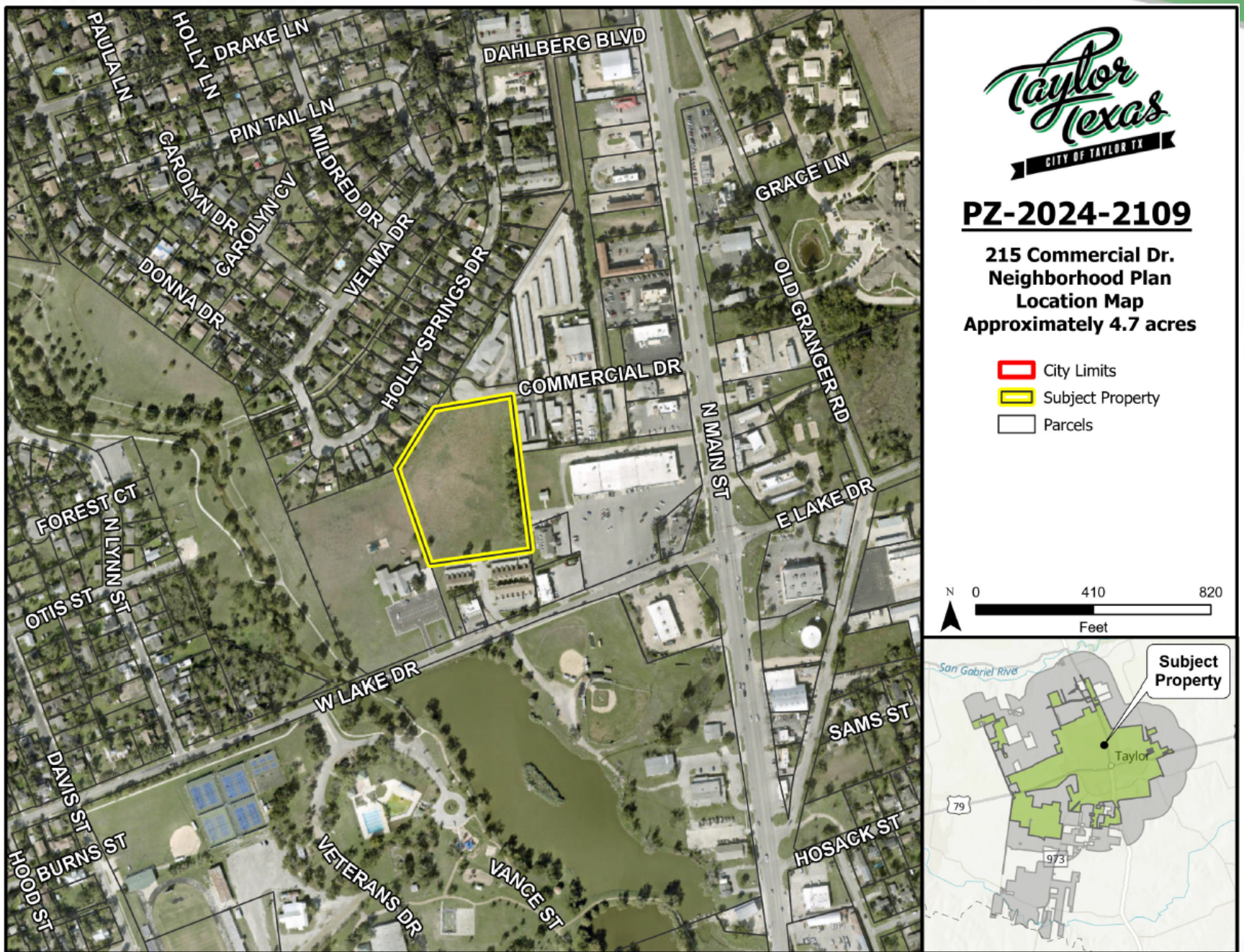
Infill Neighborhood Plan

215 Commercial Drive

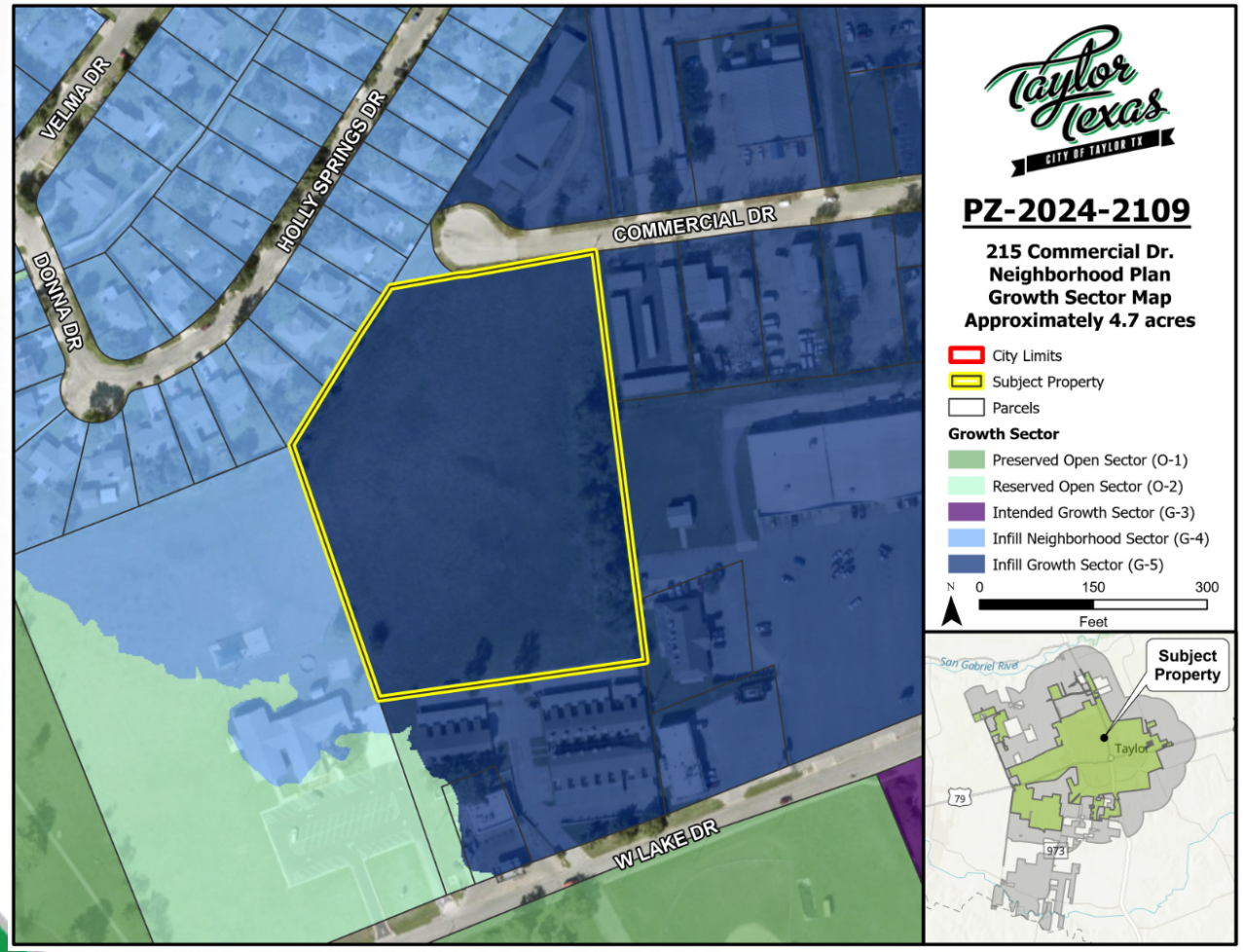
Development Process

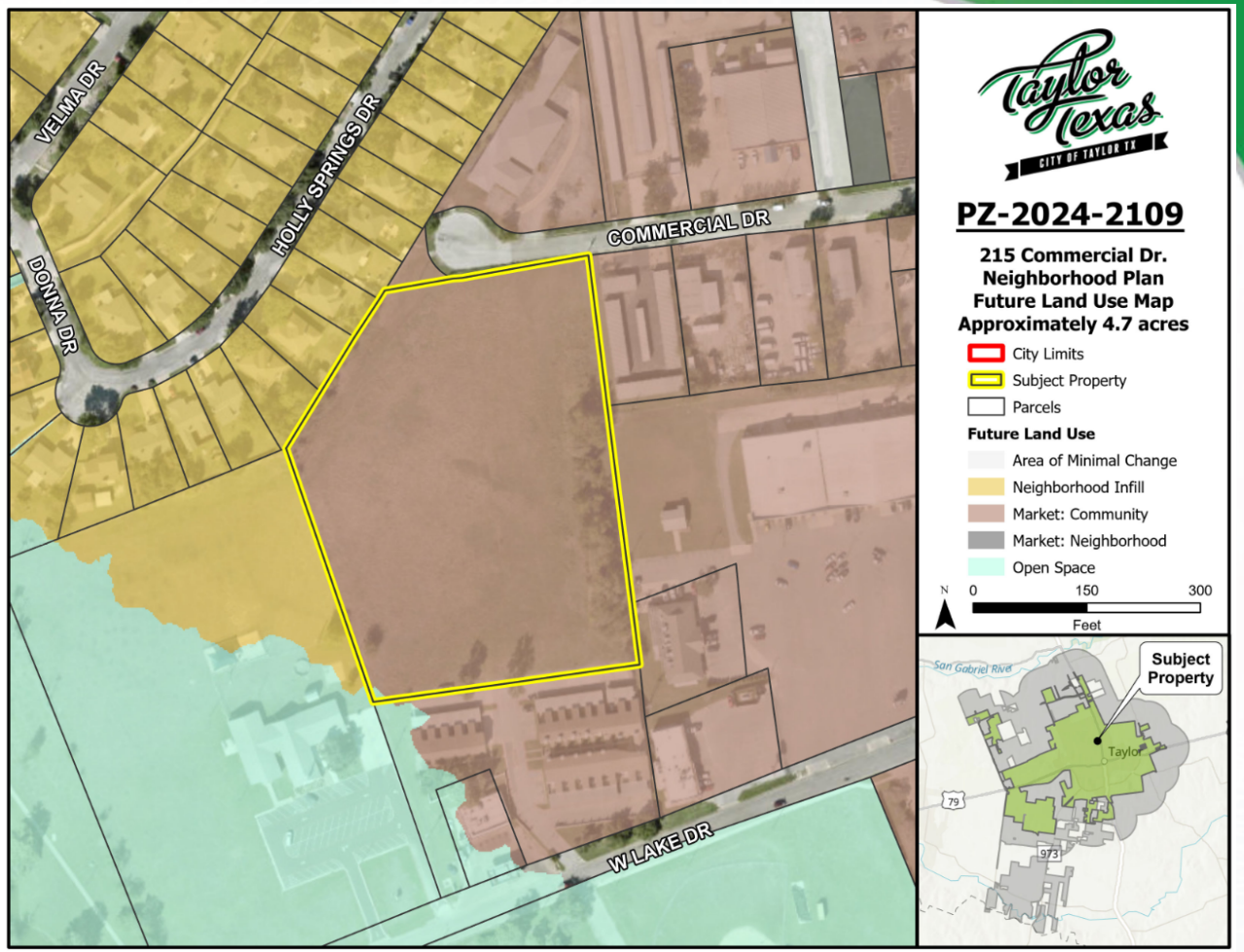
1. **Comprehensive Plan Amendment** – Changes to the Growth Sector, Future Land Use, or Transportation Master Plan. Can also be actions to amend the Comp. Plan to fulfill an Implementation Strategy.
2. **Plan and/or Place Type Designation** – Projects 2.5 acres and greater will go through an Employment Center, Neighborhood, or Infill Neighborhood Plan to layout new Centers or Neighborhoods and allocate Place Type Zoning Districts.
3. **Preliminary Plat** – Division of land into lots (identifying lot boundaries, streets, easements, etc.).
4. **Subdivision Improvement Plans** – Public Infrastructure Plans (Water, Sewer, Drainage).
5. **Final Plat** To be recorded after approved and accepted infrastructure improvements.
6. **Site Development Plans** – Engineered or surveyed drawings depicting proposed development on a lot(s).
7. **Building Permit** - Layout of building(s) on lot(s) and detailed construction drawings.

Location Map



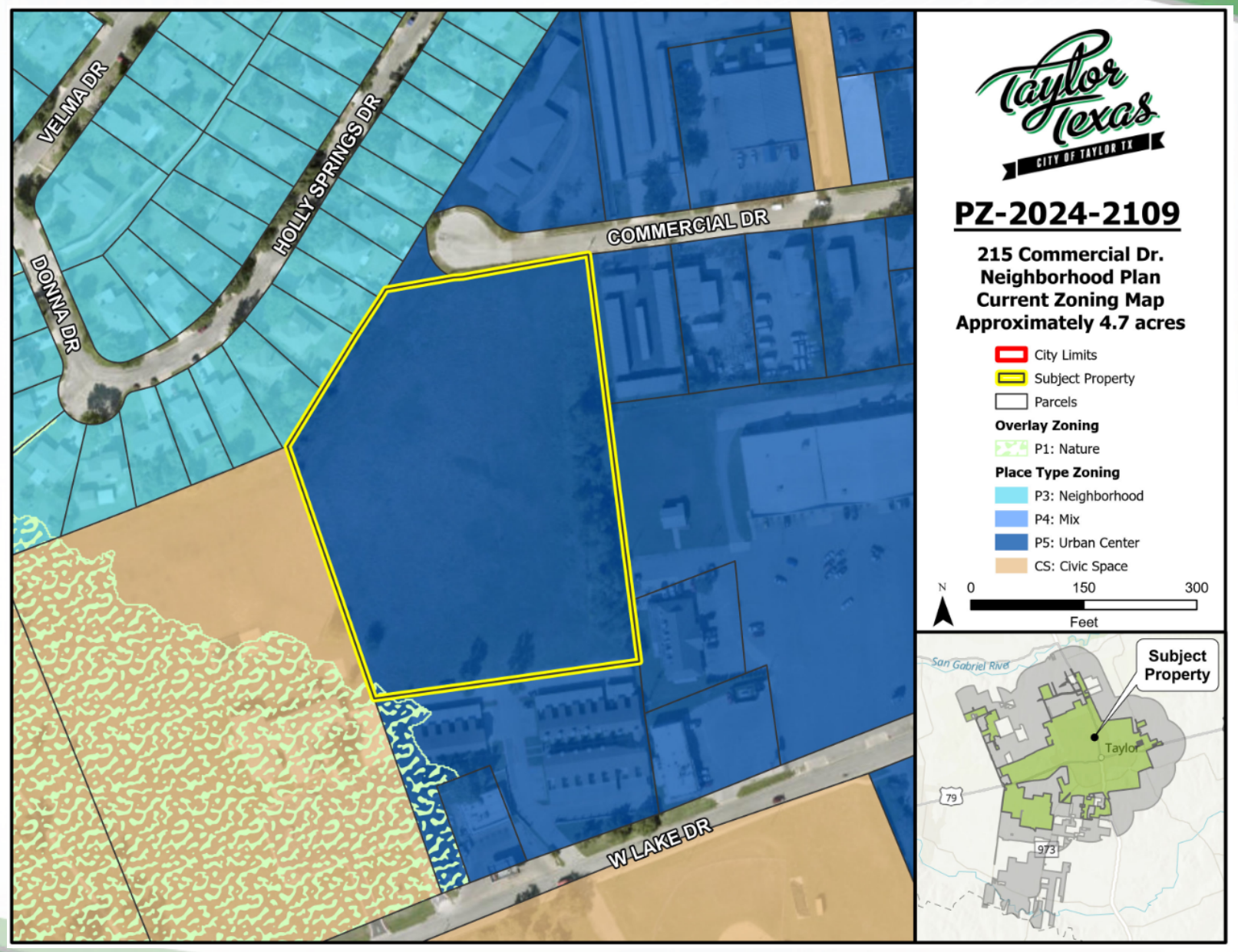
Growth Sector & Future Land Use Maps



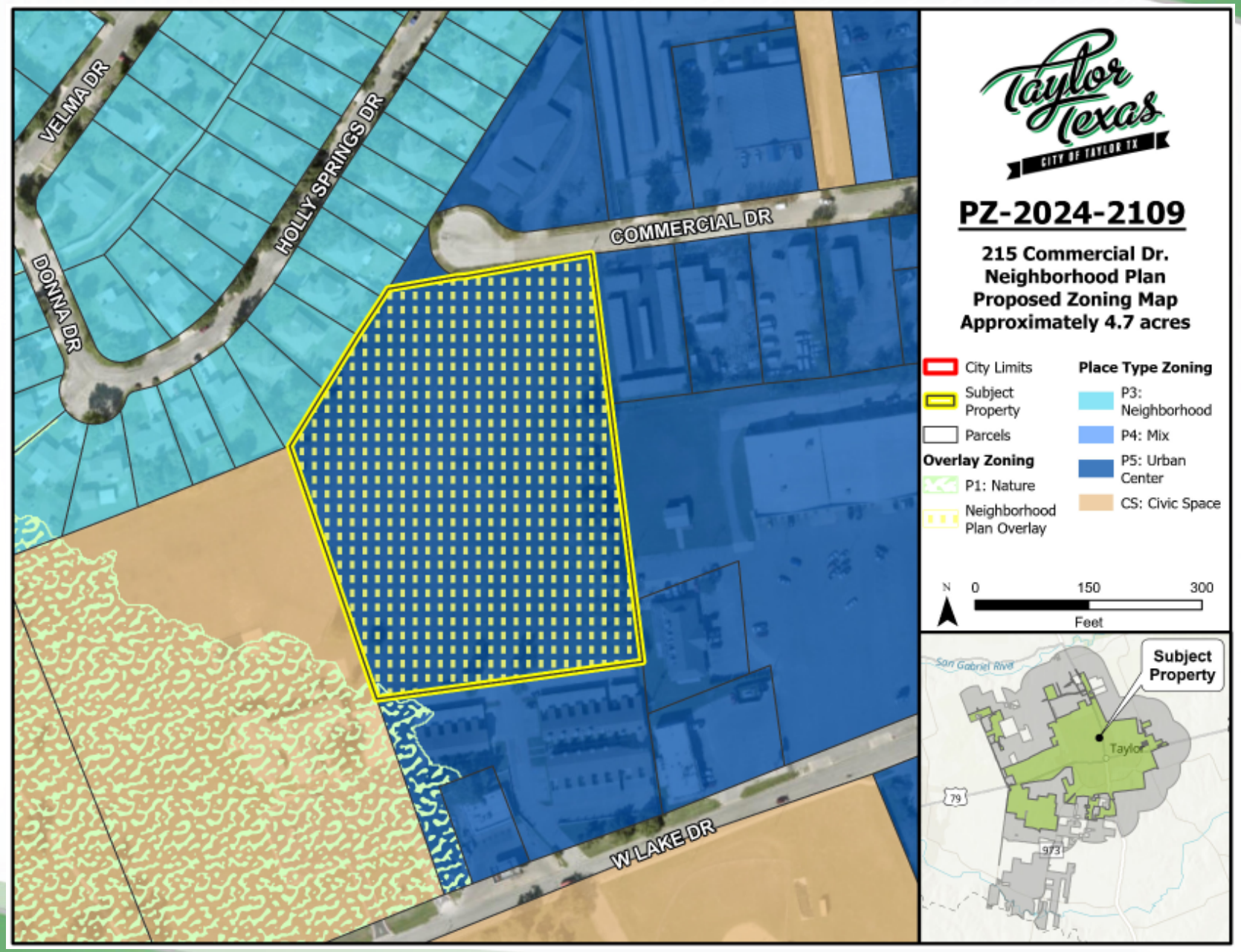


Taylor Texas
CITY OF TAYLOR TX

Existing Zoning Map

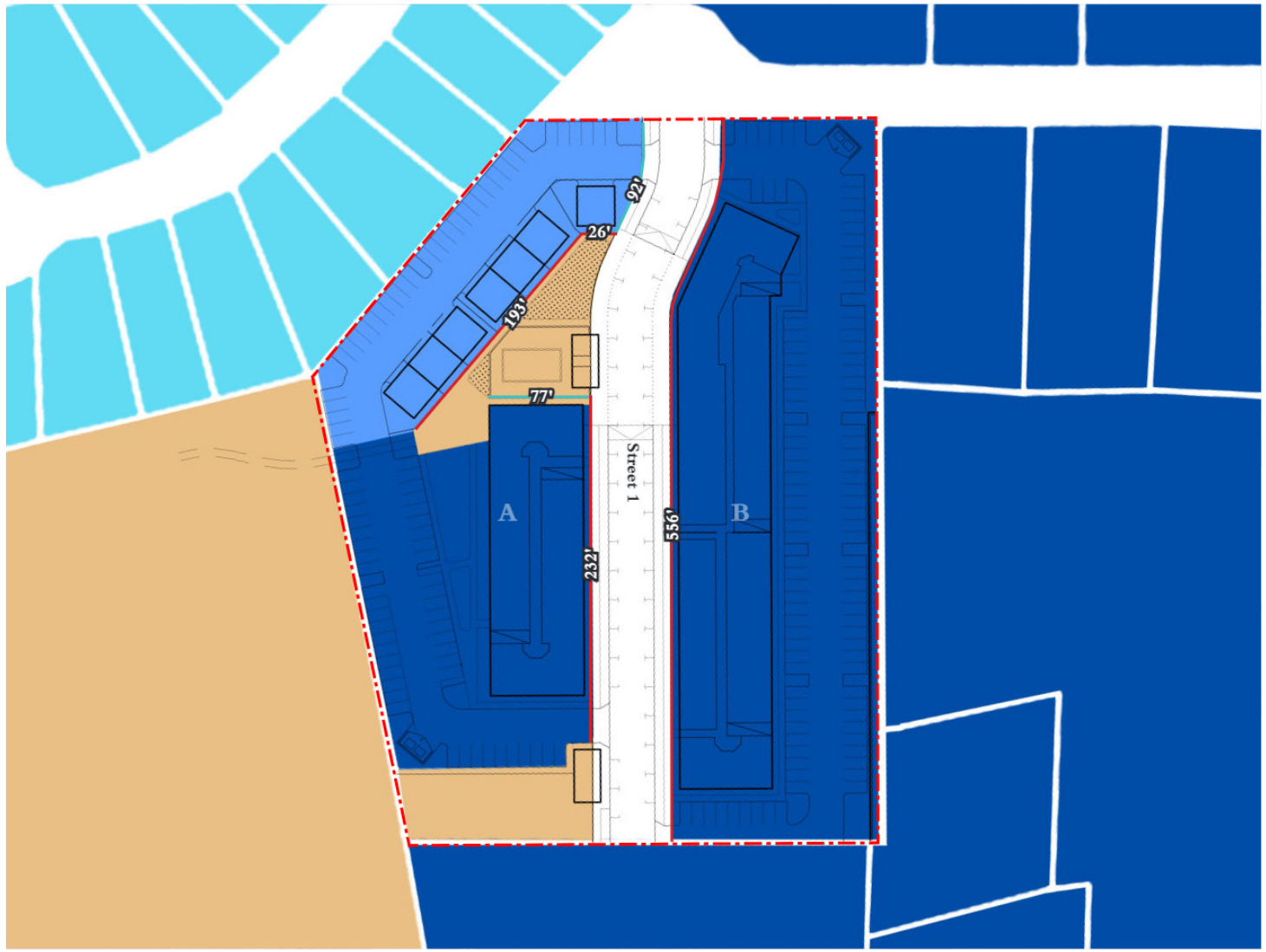


Proposed Zoning



Regulating Plan

REGULATING PLAN



Key

- Subject Property
- P2.5
- P3
- P4
- P5
- CS
- Primary Frontage
- Secondary Frontage

General Standards

1. A Warrant is recommended to allow for lower ratios of P4 than is permitted for a TND, given that other properties currently zoned P5 are expected to include a mix of Place Types if they redevelop.
2. Block dimensions shown are non-binding and are intended to demonstrate compliance with City Standards for block length and perimeter. See the Design Specific Standards on page B.4 for a recommended Warrant for blocks which do not comply.

Illustrative Master Plan

MASTER PLAN WITH SUMMARY PROGRAM

Key

- Subject Property
- 1-foot Contour
- 10-foot Contour
- Stormwater Management Pond
- Leasing Office with Multi-Family Above
- Pavilion or Civic Structure
- Pool

Residential Program

Large Apartment Buildings	163 units
1-Bedroom units	*129 units*
2-Bedroom units	*34 units*
Park-under Units	7 units
Total Residential	**170 units**

Proposed Warrants/Variances

i. A Warrant is recommended to allow for lower ratios of P4 than is permitted for a TND, given that other properties currently zoned P5 are expected to include a mix of Place Types if they redevelop.

ii. A Warrant is recommended to allow for larger Block size for Block B, due to the existing thoroughfare network and potential thoroughfare connections in this area.

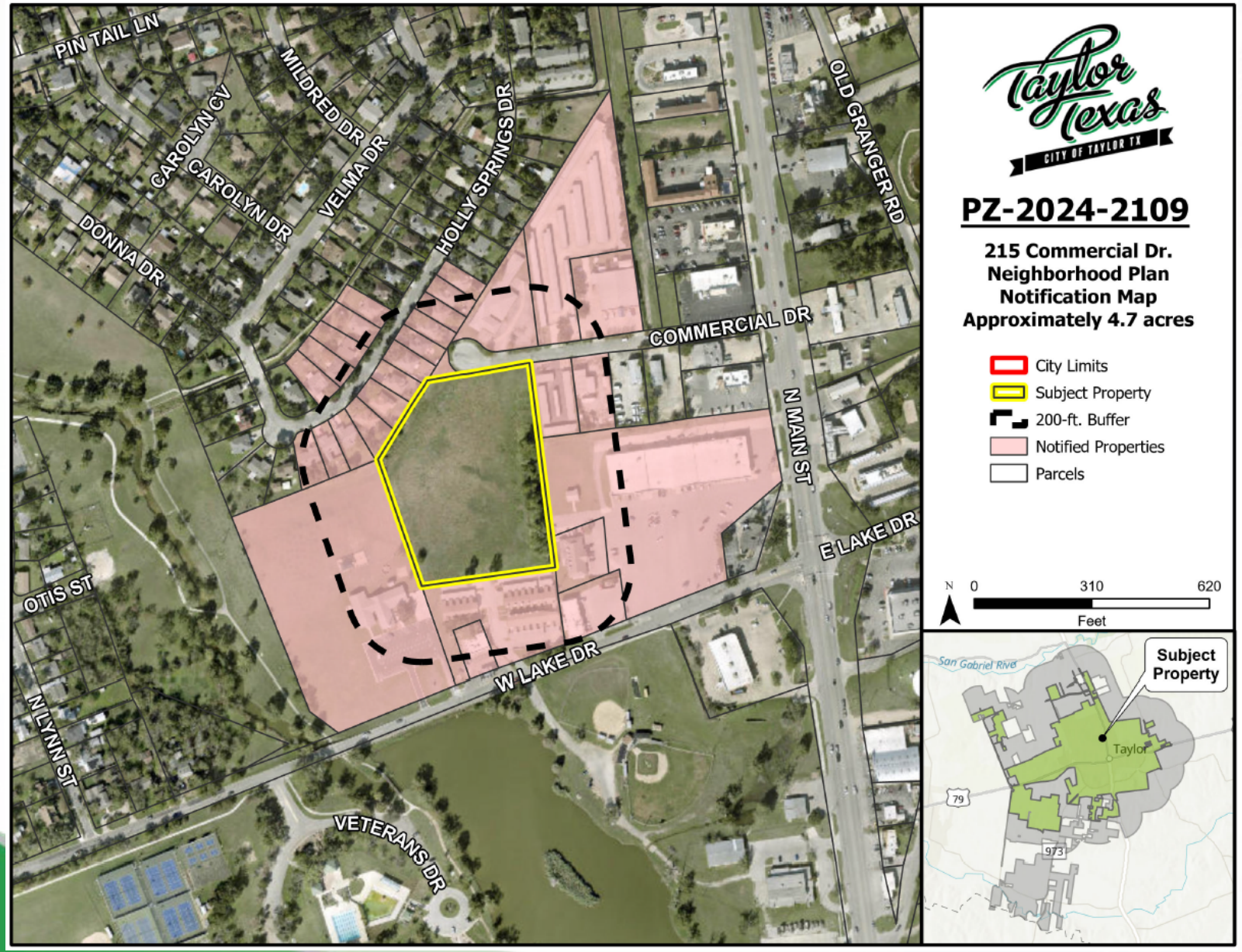
iii. A Warrant is recommended to allow this parking lot not to connect to the adjacent parking lot due to the significant change in elevation in this area.

iv. Liner Buildings shall be permitted in the areas shown, on page B.4 of the attached plan, in order to screen parking. All Liner Buildings shall have the Primary Entrance and a Stoop, Porch, or balcony facing the Primary Frontage. A Warrant is recommended to allow parking in the Second Lot Layer in these locations only if it is enclosed in a building and screened from view at Frontages.

v. A Variance is recommended to allow parking in the Second Layer in order to accommodate the applicant's proposed program and associated parking. This parking shall be screened where visible from frontages.

vi. A Variance is recommended to allow parking lots to face Commercial Drive in these locations in order to accommodate the applicant's proposed program and associated parking given the existing easements and thoroughfare network on and near the Subject Property.

Notification Map



- 37 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received zero responses in opposition or approval of the request from the notified parties.

P&Z Recommendation

At the September 10, 2024, meeting the Planning & Zoning Commission recommended **Approval** of the proposed Infill Neighborhood Plan referred to as 215 Commercial Drive with the stipulated warrants and variances.

City Council Meeting September 26, 2024 Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure Quality of Life Economic Vitality

Agenda Item Number: 9.

Agenda Title: **Hold a public hearing and introduce Ordinance 2024-44 regarding a request for an amendment to the Neighborhood Plan referred to as Davis Tract Phase 2, generally located west of Backwood Pass.**

Council Action to be Taken: Hold a public hearing and introduce Ordinance 2024-44

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

Hold a public hearing and introduce Ordinance 2024-44 regarding a request for an amendment to the Neighborhood Plan referred to as Davis Tract Phase 2

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Upon analyzing the request for a Neighborhood Plan for a mix of residential (single-family detached, large multifamily), nonresidential (commercial on ground floors and hotel) and civic space uses in the P4: Mix and P5: Urban Center Place Types, the proposed plan is consistent with the intended Place Type development of the surrounding area.
See staff report attached for additional background and analysis.

3. PROS and CONS

PROS	CONS
• Provides a neighborhood design that complies with the intent of the Comprehensive Plan and the Land Development Code. • Provides mixed-use (residential and commercial) development.	•

• Increase in tax base.	

4. RECOMMENDATION

At their September 10, 2024, meeting the Planning and Zoning Commission recommended approval to the City Council for the proposed Neighborhood Plan.

5. FUNDING SOURCE

n/a

6. TIMELINE

Planning and Zoning Commission Public hearing and recommendation to City Council - September 10, 2024
City Council Public Hearing and introduce ordinance - September 26, 2024
City Council consider ordinance - October 10, 2024

7. OTHER OPTIONS

n/a

8. ATTACHMENTS

1. _11_PZ-2024-2102_Davis Tract Ph 2 Amd NP Staff Report
2. _11a_PZ-2024-2102 Location Map
3. _11b_PZ-2024-2102 Current Zoning
4. _11c_PZ-2024-2102 Growth Sector
5. _11d_PZ-2024-2102 Future Land Use
6. _11e_PZ-2024-2102 Notification Map
7. _11f_PZ-2024-2102_Davis Tract Ph 2 Amd NP Ordinance 2024-44
8. _11f1_PZ-2024-2102_Davis Tract Ph 2 Amd Survey_Exhibit A
9. _11f2_PZ-2024-2102_Davis Tract Ph 2 Amd Neighborhood Plan_Exhibit B
10. PPT_PZ-2024-2102

City of Taylor
PZ-2024-2102
Neighborhood Plan
Staff Report

Item Details

Subject Property:	Generally located West of Backwood Pass
Total Acreage:	Approximately 99 acres
Legal Description:	Approximately 99 acres of land, part of and out of the James C. Eaves Survey, Abstract No. 533, and George M. Reese Survey, Abstract No. 214, more particularly described by the Williamson Central Appraisal District Parcels R019951, R019181, R019651, Taylor, Williamson County, Texas
Applicant:	Luke Caraway, Viewpoint Engineering
Property Owner(s):	Dharma Rajah, Taylor 973, LLC
Request:	A request for a Neighborhood Plan
Case History:	This is the first hearing of this request

Overview of Applicant's Request & Background

The applicant is requesting a Neighborhood Plan to allow for a mix of residential (single-family detached, large multi-family, liner buildings/thin buildings), commercial, hotel and civic space uses on the subject property.

The current zoning, P4 – Mix Place Type and P5 – Urban Center Place Type, requires that specific development standards be determined to fit the needs of the proposed development at time of application through a Neighborhood Plan for the subject property. The City's Land Development Code states that the P4 Place Type is meant to regulate a variety of building types ranging from smaller commercial buildings to intermixed house-form commercial and attached and detached residential. It provides flexibility for this area to easily transition between low-intensity commercial and residential building types, allowing for the neighboring P5 Urban Center zoning to expand and contract over time, increasing Taylor's economic resiliency. The P5 Urban Center Place Type is meant for a higher intensity mixture of building types that accommodate commercial, retail, offices, hotels, and residential. In P5 Place Type buildings are set close to the sidewalk with high pedestrian and vehicle traffic to promote a continuous line of buildings and wide sidewalks critical to defining the public frontage.

The applicant worked with the City's design consultant, Michael Watkins Architect, to produce a Neighborhood Plan to address development standards, civic spaces, and frontage types. The development standards for the Neighborhood Plan were prepared and have been reviewed and finalized by staff and the applicant. The proposed plan closely aligns with the City's long-term goals and the City's Place Type zoning. The plan (see attached) contains a Regulating Plan that

identifies Place Types, Primary and Secondary frontages, design-specific standards, provides general standards and recommends the following warrants and a variance:

- A Warrant is recommended to allow for a P1 (Nature) ratio of zero percent (0%) or 0 acres instead of the required five percent (5%) or 5 acres, given that the subject property is neither adjacent to nor includes land which falls within the LDC's definition of Nature (lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation).
- A Warrant is recommended to allow for a lower P4 (Mix) ratio of 35.7% or 27.7 acres instead of the required 40-60% or 40 to 60 acres, given that the subject property dedicates a 12-acre site for a public school—a facility which will benefit the community at large. With the school site, the subject property generously exceeds the minimum requirements for civic space allocation percentages.
- A warrant is recommended for Block AB to allow for a block length longer than 800 feet, (without being divided by a pedestrian Front Thoroughfare or Civic Space along that length. The previously approved in the Davis Tract -Phase 2 PD standards allowed for a maximum block length of 800 feet long but only if it is divided by a pedestrian Front Thoroughfare or Civic Space along that length) given that the already in place Block size exceeds this maximum and additional thoroughfare connections are impractical.
- A warrant is recommended to allow for a 282-foot minimum horizontal inside radius on Community Boulevards to allow for walkable streets with commercial frontage, where pedestrian activity is the highest.
- A Variance is recommended to allow for Block length standards which conform to those prescribed in the previously approved Davis Tract – Phase 2 PD Standards. These Block length standards are as follows: *Blocks shall be a maximum of 600 feet in any direction. Blocks shall be bounded by vehicular Front Thoroughfares. A Block may be a maximum of 800 feet long if it is divided by a pedestrian Front Thoroughfare or Civic Space along that length.*

Location:

The subject property is generally located just north of Farm to Market 973 (FM 973), northwest of the intersection of US 79 and FM 973.

Physical and Natural Features:

The subject property is vacant land that is relatively flat and devoid foliage. A utility easement exists through the center of the property and along a small portion of the western boundary of the subject property along the City's ETJ.

Growth Sector Designations:

The subject property is located within the Controlled Growth Sector Tier II (G-2.2)

The Controlled Growth Sector Tier II consists of areas where infrastructure is planned but not yet installed or areas where existing infrastructure lacks capacity and needs to be upgraded prior to expansion (Envision Taylor Comprehensive Plan page 50).

Future Land Use and Zoning Designations:

The subject property is assigned the Future Land Use designation of Special Employment District and Neighborhood Greenfield.

While the Special Employment District was created to provide a location for other, large-scale employment land uses that are associated with Samsung or other regional high-tech businesses, complimentary land uses such as commercial and retail services and high-density residential are considered appropriate in the Special Employment District and should be part of a master plan for areas adjacent to Neighborhood Greenfield and Neighborhood Infill land use designations.

The Neighborhood Greenfield was created for new communities that include a mix of residential uses and building types and neighborhoods serving retail and services. Greenfield development should be developed as an extension of the existing urban fabric in Taylor.

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	ETJ	Future Growth Tier I (G-1)	Special Employment District	Vacant
South	P2.5: Large Lot	Controlled Growth Sector Tier I (G-2.1)	Neighborhood Infill	Vacant
East	P3: Neighborhood	Controlled Growth Sector Tier I (G-2.1)	Special Employment District, Neighborhood Greenfield, and Neighborhood Infill	Single Family Home
West	ETJ	Controlled Growth Sector Tier I (G-2.1)	Special Employment District, and Neighborhood Greenfield	Vacant

Transportation

The subject property will be accessed through the Castlewood Subdivision from FM 973.

This plan identifies a future North-South Community Boulevard with an 80-foot right-of-way connecting County Road 403 and Wesley Miller Lane through the site providing access from both north and the south. The plan also proposes access from the east with a new Neighborhood Avenue with a 60 feet right-of-way which will connects to Farm to Market Road 973 (FM 973).

Utilities

The subject property is located within the City of Taylor Water and Wastewater CCN. Extensions of water and wastewater to and through the subject site will be required for development.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the neighborhood

plan request. Thirteen (13) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, August 25, 2024.

Staff Analysis

Upon analyzing the request for a Neighborhood Plan for a mix of residential (single-family detached, large multi-family), nonresidential (commercial on ground floors and hotel) and civic space uses in the P4: Mix and P5: Urban Center Place Types, the proposed plan is consistent with the intended Place Type development of the surrounding area. The Neighborhood Plan request is consistent with the following Land Use Policies in Envision Taylor Comprehensive Plan:

- LU1 – New development should resemble the form and scale of traditional development patterns in Taylor.
    - The new development allows for a mix of residential and supporting commercial and civic uses at walkable distances similar to the traditional development patterns in Taylor.

Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested neighborhood plan.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for a Neighborhood Plan and recommends to City Council either in favor of or opposition to each request. In determining a recommendation on a Neighborhood Plan request, the Planning and Zoning Commission members consider the following factors:

Is the Neighborhood Plan consistent with the Comprehensive Plan?

- The Neighborhood Plan request is consistent with the Comprehensive Plan. The applicant would like to use the property for a mix of residential (single-family detached, large multi-family), nonresidential (commercial on ground floors and hotel) and civic space uses in the P4: Mix and P5: Urban Center Place Types.

Is the Neighborhood Plan compatible with the surrounding area?

- The Plan is compatible with other zoning to the north, east, west, and to the south of the subject property.

Does the Neighborhood Plan promote the public health, safety, or general welfare?

- Staff analysis determined that the proposed Neighborhood Plan for the subject property will promote public health, safety, and the general welfare. In addition, the Planning Principles and Policy Guide in the Comprehensive Plan aim to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development.

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

- Currently there is a 24-inch water main along FM 973 to the south of the subject property and an 8-inch waterline and a 12-inch waterline along the eastern boundary of the subject property. The subject property also has access to wastewater through an 18-inch wastewater line along Farm to Market Road 973 (FM 973) to the south and 8-inch wastewater line along the eastern boundary at Blazed Trail and Wesley Miller Lane.

Do current conditions indicate that a Neighborhood Plan is necessary?

- The Taylor Land Development Code requires a Neighborhood Plan on the subject property before any development permits can be considered.

Attachments:

1. Location Map
2. Current Zoning Map
3. Growth Sectors Map
4. Future Land Use Map
5. Notification Map
6. Draft Ordinance
    a. Exhibit A – Survey
    b. Exhibit B – Neighborhood Plan

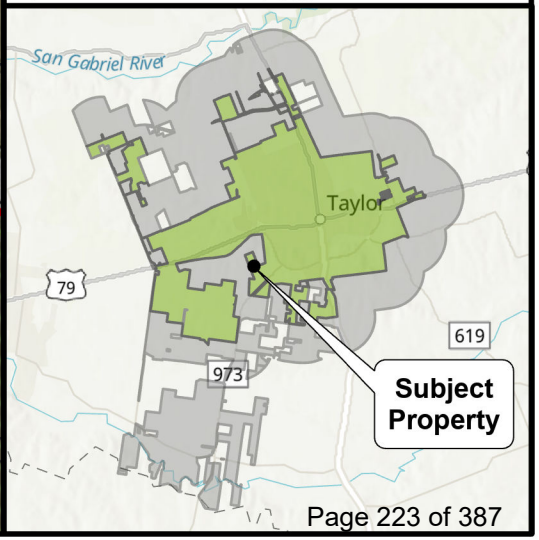
Taylor Texas
CITY OF TAYLOR TX

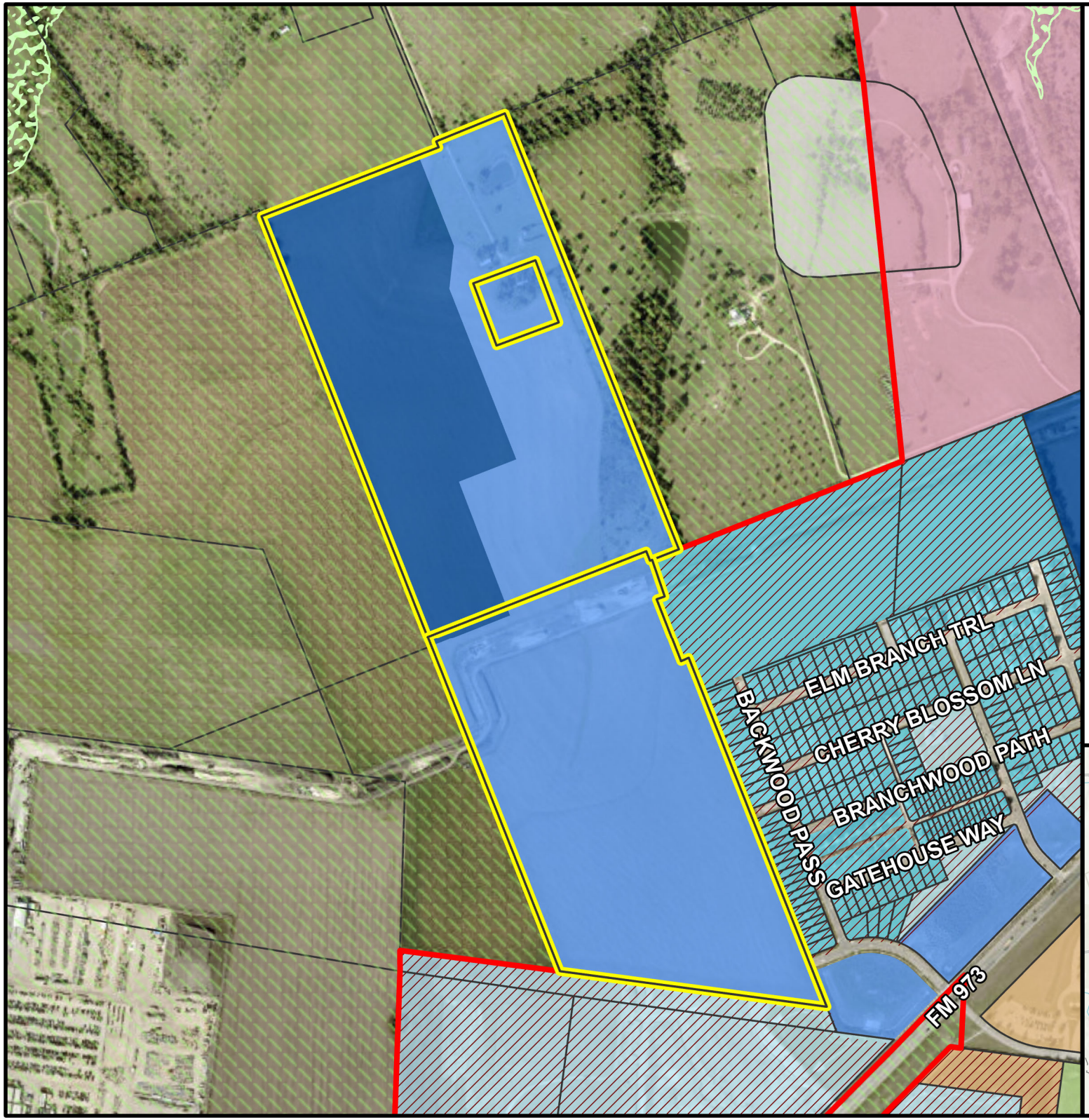
PZ-2024-2102

Davis Tract FM 973
New Neighborhood Plan
Amendment
Location Map
Approximately 100 acres

- City Limits
- ETJ Boundary
- Subject Property
- Parcels

N 0 1,000 2,000
Feet





PZ-2024-2102

Davis Tract FM 973
New Neighborhood Plan Amendment
Current Zoning Map
Approximately 100 acres

- City Limits
- ETJ Boundary
- Subject Property
- Parcels

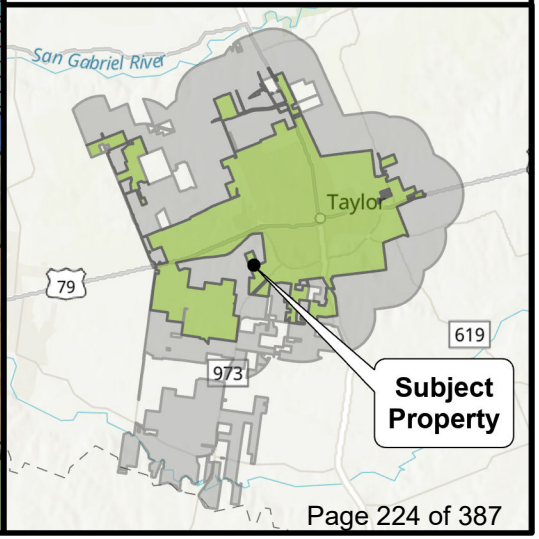
Overlay Zoning

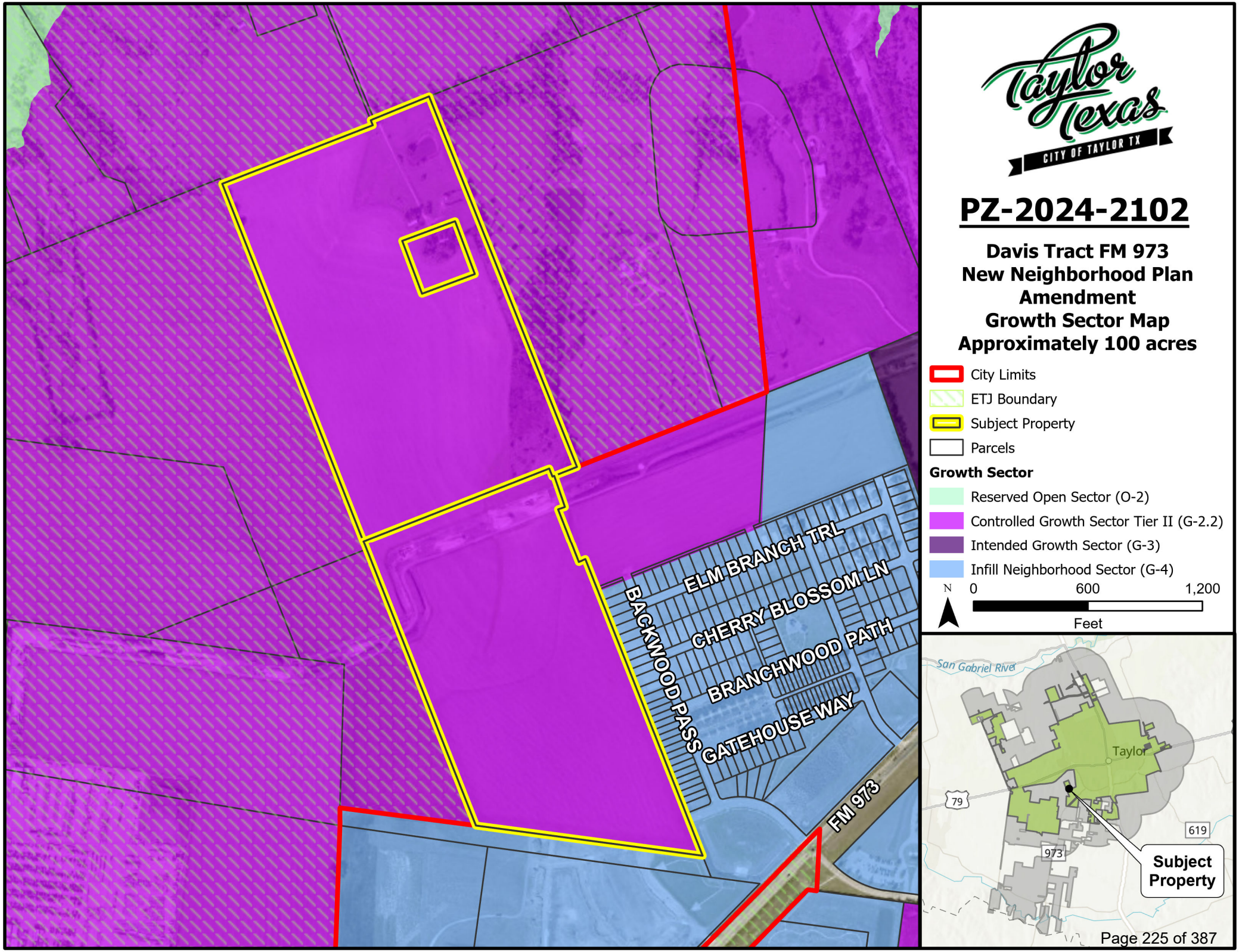
- Planned Development Overlay
- P1: Nature

Place Type Zoning

- P2: Rural
- P2.5: Large Lot
- P3: Neighborhood
- P4: Mix
- P5: Urban Center
- EC: Employment Center
- CS: Civic Space
- Unknown

N 0 600 1,200
Feet





PZ-2024-2102

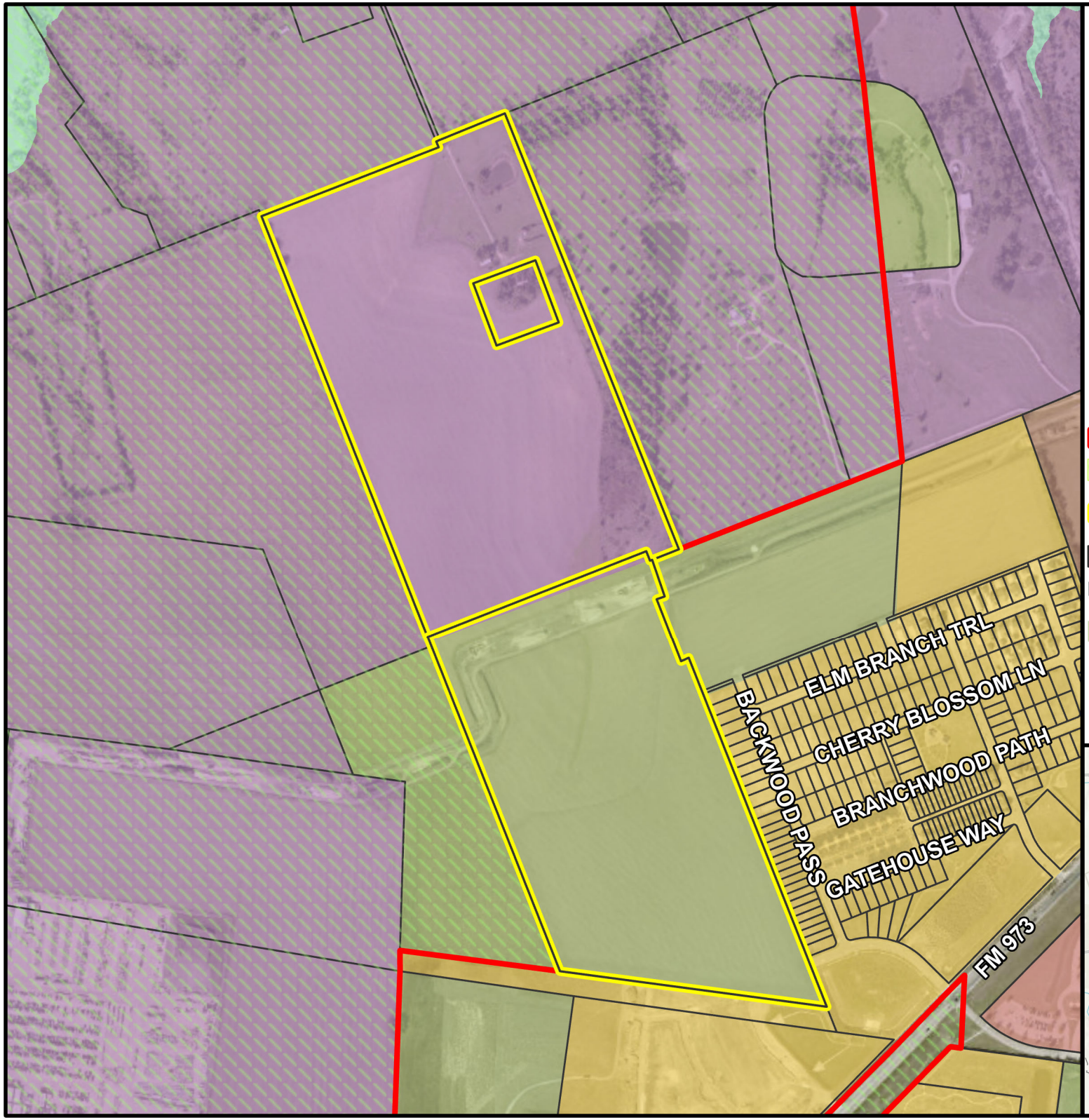
Davis Tract FM 973
New Neighborhood Plan Amendment
Growth Sector Map
Approximately 100 acres

- City Limits
- ETJ Boundary
- Subject Property
- Parcels

Growth Sector

- Reserved Open Sector (O-2)
- Controlled Growth Sector Tier II (G-2.2)
- Intended Growth Sector (G-3)
- Infill Neighborhood Sector (G-4)

N 0 600 1,200
Feet



PZ-2024-2102

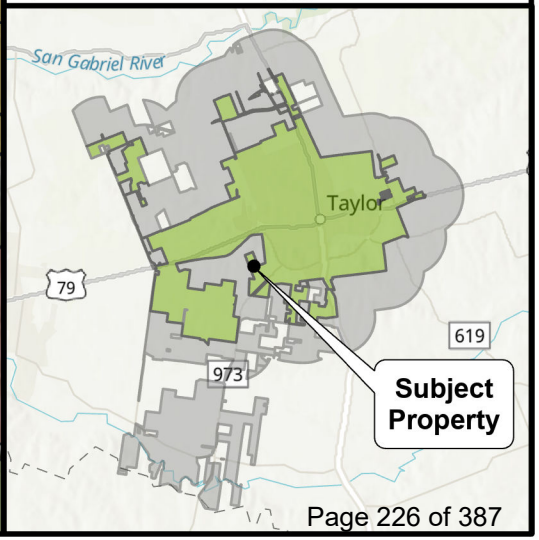
Davis Tract FM 973
New Neighborhood Plan Amendment
Future Land Use Map
Approximately 100 acres

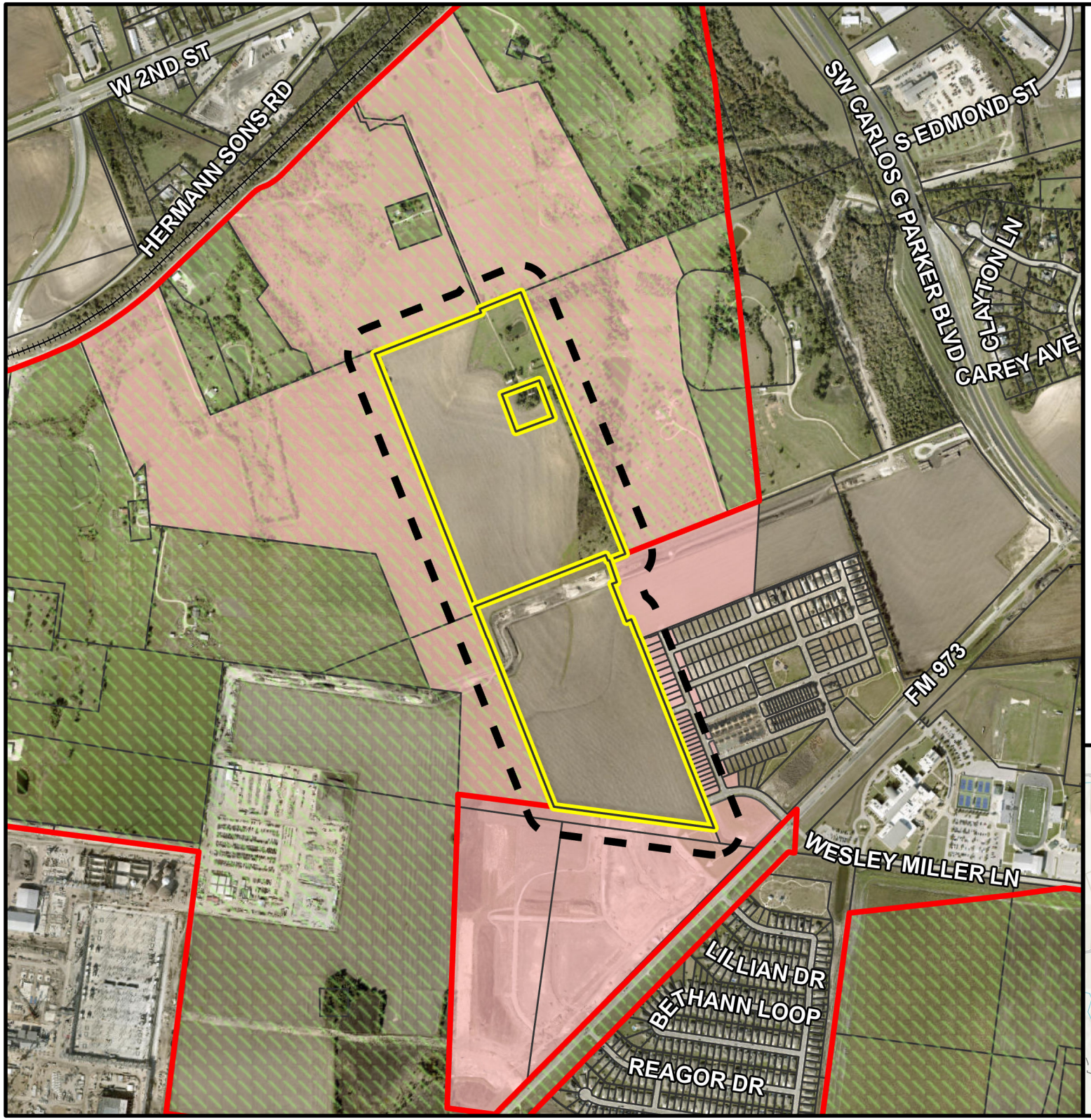
- City Limits
- ETJ Boundary
- Subject Property
- Parcels

Future Land Use

- Neighborhood Greenfield
- Neighborhood Infill
- Civic: Community
- Employment: Special Zone
- Market: Community
- Open Space

N 0 600 1,200
Feet





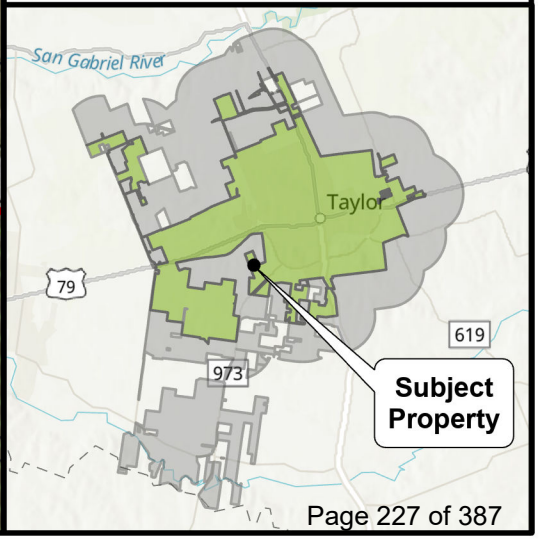
Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2102

Davis Tract FM 973
New Neighborhood Plan
Amendment
Notification Map
Approximately 100 acres

- City Limits
- ETJ Boundary
- Subject Property
- 200-ft. Buffer
- Notified Properties
- Parcels

N 0 1,000 2,000
Feet



ORDINANCE NO. 2024-44

AN ORDINANCE REPEALING AND REPLACING DAVIS TRACT PHASE TWO NEIGHBORHOOD PLAN, ORDINANCE 2024-01, GENERALLY LOCATED WEST OF BACKWOOD PASS, LEGALLY DESCRIBED AS APPROXIMATELY 99 ACRES OF LAND PART OF AND OUT OF THE JAMES C. EAVES SURVEY, ABSTRACT NO. 533, AND GEORGE M. REESE SURVEY, ABSTRACT NO. 214, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019951, R019181, AND R019651, TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on September 26, 2024, to consider the request made by the applicant, whose property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to approve an Neighborhood Plan referred to as Davis Tract Phase Two; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 10, 2024, to consider the zoning request, and recommended the Neighborhood Plan to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Infill Neighborhood Plan and Property zoning change.

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

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

SECTION 2. The Official Zoning map of the City of Taylor, Texas, is changed to indicate that an Infill Neighborhood Plan has been approved for the Property and to show the allocation and location of Place Types on the Property as depicted in the Neighborhood Plan attached hereto for all purposes as Exhibit "B".

SECTION 3. All other terms and conditions contained in the official zoning map, except as amended herein, shall continue and remain in full force and effect.

SECTION 4. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2024-44 was introduced before the Taylor City Council on the 26th day of September 2024.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2024.

_____
Dwayne Ariola, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

_____
Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2024-44, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2024, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2024.

_____
Dianna McLean
City Clerk

EXHIBIT A

(Metes & Bounds/Legal Description/Survey)

ASH & ASSOCIATES
SURVEYING - MAPPING - PLANNING
"Serving the Community of Texas"
142 Jackson Lane
San Marcos, Texas 78666
Phone: 512-392-1719
ashandassociates.net

REM. (-) S&E ANNEXATION TRACT
99.990 ACRES
GM REESE & JC EAVES SURVEYS

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEING A 99.990 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533 AND THE JAMES C. EAVES SURVEY ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, THE SAME BEING ALL THAT CERTAIN 54.911 ACRE TRACT OF LAND CALLED TRACT 1 AND A PORTION OF THAT CERTAIN 70.644 ACRE TRACT OF LAND CALLED TRACT 2, AS CONVEYED BY DEED DATED DECEMBER 9, 2021 TO TAYLOR 973, LLC, RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3 inch buried metal fence post found at the south corner of said Taylor 973, LLC, called 70.644 acre Tract 2, for the south corner of the herein described tract of land, same being at the common east corner of that certain called 90.65 acre tract of land conveyed to T.W. Ford, LP, by deed dated June 1, 2017, recorded in Document No. 2017050597, Official Public Records, Williamson County, Texas, and being in the north line of that certain called 69.993 acre tract of land conveyed to Castlewood South, LLC, by deed dated June 4, 2021, recorded in Document No. 2021084226, Official Public Records, Williamson County, Texas;

THENCE North 21°34'49" West (N21°34’35”W Record), with the northeast line of said Ford called 90.65 acre tract and the common southwest line of said Taylor 973, LLC, called 70.644 acre Tract 2, at an approximate distance of 1556 feet passing the northwest line of said George M. Reese Survey and the common southeast line of said James C. Eaves Survey, at a distance of 1597.78 feet passing the west corner of said Taylor 973, LLC, called 70.644 acre Tract 2 and the common south corner of said Taylor 973, LLC, called 54.911 acre Tract 1, and continuing on with the northeast line of said Ford called 90.65 acre tract and the common southwest line of said called 54.911 acre Tract 1, a total distance of **3610.80 feet** (3611.39’ Record) to a 1/2" iron rod found at the west corner of said called 54.911 acre Tract 1, for the west corner of the herein described tract of land, same being at a south corner of that certain called 52.501 acre tract of land conveyed to Taylor 53 Business, LLC, by deed dated October 29, 2021, recorded in Document No. 2021166275, Official Public Records, Williamson County, Texas;

THENCE North 68°46'43" East (N68°46’54”E Record) with the northwest line of said Taylor 973, LLC, called 54.911 acre Tract 1 and the common southeast line of said Taylor 53 Business, LLC, called 52.501 acre tract, along the meander of a wire fence, at a distance of 852.54 feet (852.58’ Record) passing a 1” iron pipe found, and continuing on for a total distance of **864.85 feet** (864.99’ Record) to a 1/2" iron rod with cap “Chaparral” found at the east corner of said Taylor 53 Business, LLC, called 52.501 acre tract and a common interior corner of said Taylor 973, LLC, called 54.911 acre Tract 1, for an interior corner of the herein described tract of land, and from which a 1” bent iron pipe found bears North 68°55'04" East, a distance of 17.93 feet;

THENCE North 22°28'28" West (N22°20’19”W Record) with a northeast line of said Taylor 53 Business, LLC, called 52.501 acre tract and a common southwest line of said Taylor 973, LLC, called 54.911 acre Tract 1, a distance of **35.94 feet** (36.05’ Record) to a 1/2" iron rod with cap “RPLS 2547” found at the northerly west corner of said 54.911 acre Tract 1, for a northerly west corner of the tract of land herein described, same being at the common south corner of that certain 0.873 acre tract of land called Tract 3, as conveyed by deed dated December 9, 2021 to Taylor 973, LLC, recorded in Document No. 2021188725, Official Public Records, Williamson County, Texas, and being in the northwest line of the said James C. Eaves Survey and the common southeast line of the H.G. Johnson Survey, Abstract No. 348;

THENCE North 68°47'56" East (N68°43’57”E Record), with the J.C. Eaves/H.G. Johnson Survey line and a northwest line of said Taylor 973, LLC, called 54.911 acre Tract 1, a distance of **17.99 feet** (18.02’ Record) to a 1/2” iron pipe found at an east corner of said Taylor 973, LLC, called 0.873 acre Tract 3 and a common corner of said Taylor 973, LLC, called 54.911 acre Tract 1, for a corner of the herein described tract of land, same being at the south corner of that certain called 142.37 acre tract of land conveyed to John Bohls by deed dated January 19, 1907, recorded in Volume 123, Page 191, Deed Records, Williamson County, Texas;

THENCE North 68°46'34" East (N68°46’48”E Record), with the southeast line of said Bohls called 142.37 acre tract, the common northwest line of said Taylor 973, LLC, called 54.911 acre Tract 1 and said J.C. Eaves/H.G. Johnson Survey line, along the meanders of a wire fence, a distance of **298.64 feet** (298.69’ Record) to 1/2" iron rod found at the north corner of said called 54.911 acre Tract 1, for the north corner of the herein described tract of land, same being at the common west corner of that certain called 45.83 acre tract of land, conveyed to J. Patrick and Beverly K. Quinn by deed dated September 25, 1996, recorded in Document No. 1996052460, Official Public Records, Williamson County, Texas;

THENCE South 21°33'08" East (S21°33’03”E Record), with the northeast line of said Taylor 973, LLC, called 54.911 acre Tract 1 and the common southwest line of said J. Patrick and Beverly K. Quinn called 45.83 acre tract, along the meanders of a wire fence, a distance of **2086.64 feet** (2087.00’ Record) to a 1/2" iron rod found at the east corner of said called 54.911 acre Tract 1 and the common south corner of said Quinn called 45.83 acre tract, for an east corner of the herein described tract of land, same being in the northwest line of the aforesaid Taylor 973, LLC, called 70.644 acre Tract 2, and the afore-mentioned Eaves/Reese Survey line;

THENCE South 68°35'33" West (S68°34’59”W Record), with the southeast line of said Taylor 973, LLC, called 54.911 acre Tract 1, the common northwest line of said called 70.644 acre Tract 2, and the said Eaves/Reese Survey line, a distance of **125.33 feet** to a corner of the herein described tract of land, and from which a common corner of said tracts 1 and 2, bears South 68°35'33" West (S68°34'59" W Record), a distance of 8.04 feet;

THENCE through and severing said Taylor 973, LLC, called 70.644 acre Tract 2, the following courses and distances numbered **(1)** through **(5)**:

1) South 20°51'11" East, a distance of **170.39 feet** to corner;

2) South 68°35'08" West, a distance of **40.89 feet** to corner;

3) South 21°26'02" East, a distance of **295.44 feet** to corner;

4) North 68°24'19" East, a distance of **34.93 feet** to corner;

5) South 21°54'48" East, a distance of **160.00 feet** to a 1/2" iron rod found at an interior corner of said Taylor 973, LLC. called 70.644 acre Tract 2, and the common west corner of Castlewood Subdivision Phase 2, an addition to Williamson County, Texas, according to the map thereof recorded in Document No. 2022074792, Official Public Records, Williamson County, Texas;

THENCE with a northeast line of said Taylor 973, LLC. called 70.644 acre Tract 2 and the common southwest line of said Castlewood Subdivision Phase 2, the following courses and distances numbered **(1)** and **(2)**:

1) South 21°38'06" East (S21°35’30”E Record), a distance of **514.60 feet** (514.66’ Record) to a 6 inch steel pipe post found for corner;

2) South 21°34’27” East (S21°35’30”E Record), at a distance of 80.4 feet passing the centerline of Blaze Trail, a 50 foot public right-of-way, and continuing on for a total distance of **759.37 feet** to a 1/2" iron rod found for corner at a south corner of said Castlewood Subdivision Phase 2 and a common west corner of Wesley Miller Lane, a 70 foot public right-of-way, as shown by plat of Castlewood Subdivision Phase 1, an addition to Williamson County, Texas, according to the map thereof recorded in Document No. 2021152781, Official Public Records, Williamson County, Texas;

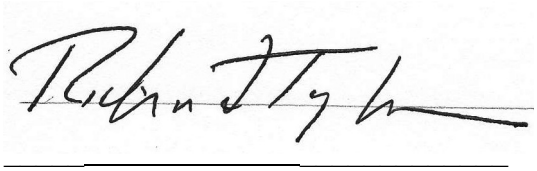
THENCE South 21°26’07” East (S21°35’25”E Record), continuing with a northeast line of said Taylor 973, LLC. called 70.644 acre Tract 2, a distance of **70.01 feet** (70.00’ Record) to a 1/2" iron rod found for corner at a south corner of said Castlewood Subdivision Phase 1, a south corner of said Wesley Miller Lane, and a common west corner of Castlewood Subdivision Phase 3, an addition to Williamson County, Texas, according to the afore-mentioned map thereof recorded in Document No. 2022074792, Official Public Records, Williamson County, Texas;

THENCE South 21°38’36” East (S21°35’30”E Record), continuing with a northeast line of said Taylor 973, LLC. called 70.644 acre Tract 2 and the common southwest line of said Castlewood Subdivision Phase 3, a distance of **162.78 feet** to a 1/2" iron rod with cap “Chaparral” found at the east corner of said called 70.644 acre Tract 2, for an east corner of the herein described tract of land, same being at an east corner of the of the afore-mentioned called 69.993 acre tract of land conveyed to Castlewood South, LLC, by deed dated June 4, 2021, recorded in Document No. 2021084226, Official Public Records, Williamson County, Texas, and from which a 1/2" iron rod with cap “Haynie Consulting” found in the south line of said George M. Reese Survey and the common north line of the HT&B RR. CO. Survey, Section 6, Abstract No. 211, a corner of said Castlewood Subdivision Phase 3 and a common interior corner of said called 69.993 acre tract, bears South 21°31’48” East (S21°35’30”E Record), a distance of 127.72 feet (127.58’ Record);

THENCE North 82°37'18" West (N82°38’12”W Record), with the southeast line of said Taylor 973, LLC. called 70.644 acre Tract 2 and the common north line of said Castlewood South, LLC, called 69.993 acre tract a distance of **1196.62 feet** (1196.79’ Record) to the **POINT OF BEGINNING** and **CONTAINING 99.990 ACRES OF LAND.**

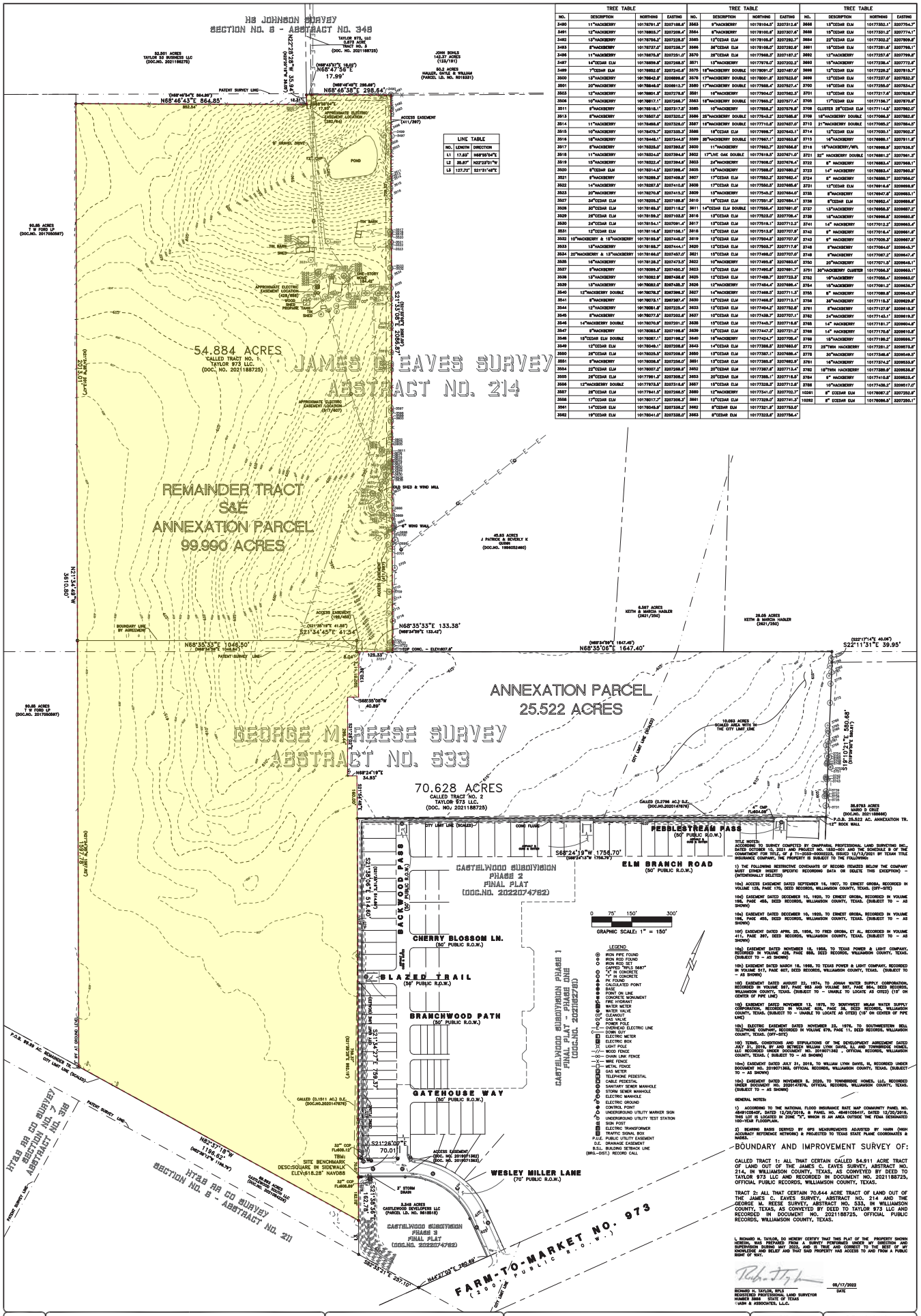
BEARING BASIS HEREIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS CENTRAL ZONE) & NAD83 (HORIZONTAL).

I, Richard H. Taylor, do certify that this description and associated exhibit were prepared this date from a boundary survey performed under my direction during May 17, 2022, and is true and correct to the best of my knowledge and belief.



10/23/2023
Date

Richard H. Taylor
Registered Professional Land Surveyor
No. 3986 State of Texas
Attachment: Drawing of 99.990 Acre Remainder Tract & 25.522 Acre Annexation Tract
Job: 22-8154



LINE TABLE		
NO.	LENGTH	DIRECTION
L1	17.85'	N68°35'08"E
L2	35.07'	N22°35'11"W
L3	127.72'	S21°31'48"E

TREE TABLE			
NO.	DESCRIPTION	NORTHING	EASTING
3490	11"HACKBERRY	10178781.5'	3207185.6'
3491	12"HACKBERRY	10178805.7'	3207209.4'
3492	13"HACKBERRY	10178795.3'	3207228.5'
3493	8"HACKBERRY	10178737.2'	3207238.7'
3496	11"HACKBERRY	10178875.8'	3207251.0'
3497	14"CEDAR ELM	10178859.9'	3207268.5'
3499	7"CEDAR ELM	10178852.9'	3207240.8'
3500	13"HACKBERRY	10178842.3'	3206999.6'
3501	32"HACKBERRY	10178846.0'	3207000.4'
3503	12"HACKBERRY	10178901.8'	3207278.8'
3504	10"HACKBERRY	10178917.1'	3207266.7'
3511	8"HACKBERRY	10178918.1'	3207317.8'
3512	8"HACKBERRY	10178907.0'	3207320.2'
3514	11"HACKBERRY	10178885.8'	3207320.6'
3515	10"HACKBERRY	10178475.7'	3207320.3'
3516	18"HACKBERRY	10178446.1'	3207344.5'
3517	8"HACKBERRY	10178325.0'	3207300.8'
3518	11"HACKBERRY	10178324.6'	3207284.8'
3519	15"HACKBERRY	10178322.4'	3207284.4'
3520	8"CEDAR ELM	10178311.5'	3207295.4'
3521	8"HACKBERRY	10178289.2'	3207409.5'
3522	14"HACKBERRY	10178287.5'	3207410.5'
3523	20"HACKBERRY	10178270.8'	3207415.2'
3524	34"CEDAR ELM	10178270.2'	3207185.8'
3526	20"CEDAR ELM	10178165.2'	3207116.2'
3529	28"CEDAR ELM	10178159.2'	3207103.5'
3530	24"CEDAR ELM	10178154.1'	3207091.4'
3531	12"CEDAR ELM	10178116.8'	3207156.1'
3532	10"HACKBERRY & 15"HACKBERRY	10178185.2'	3207449.8'
3533	13"HACKBERRY	10178188.7'	3207444.1'
3534	20"HACKBERRY & 15"HACKBERRY	10178166.0'	3207457.0'
3535	16"HACKBERRY	10178128.2'	3207473.5'
3537	8"HACKBERRY	10178099.2'	3207410.3'
3538	13"HACKBERRY	10178082.8'	3207448.6'
3539	13"HACKBERRY	10178052.0'	3207438.3'
3540	12"HACKBERRY DOUBLE	10178078.2'	3207398.3'
3541	8"HACKBERRY	10178073.1'	3207397.4'
3544	12"HACKBERRY	10178081.8'	3207228.4'
3545	8"HACKBERRY	10178077.2'	3207230.8'
3546	14"HACKBERRY DOUBLE	10178079.9'	3207201.2'
3547	8"HACKBERRY	10178085.6'	3207198.6'
3548	15"CEDAR ELM DOUBLE	10178087.1'	3207195.2'
3549	12"CEDAR ELM	10178049.1'	3207208.8'
3550	10"HACKBERRY	10178035.5'	3207208.3'
3551	9"HACKBERRY	10178008.8'	3207208.0'
3554	22"CEDAR ELM	10178007.2'	3207209.8'
3555	26"CEDAR ELM	10177981.9'	3207208.2'
3556	12"HACKBERRY DOUBLE	10177973.5'	3207316.6'
3557	28"CEDAR ELM	10177941.2'	3207208.5'
3558	17"CEDAR ELM	10178017.7'	3207209.3'
3561	14"CEDAR ELM	10178045.8'	3207338.2'
3562	19"CEDAR ELM	10178041.6'	3207338.0'
3563	9"HACKBERRY	10178104.5'	3207314.6'
3564	8"HACKBERRY	10178105.8'	3207307.6'
3565	12"CEDAR ELM	10178105.8'	3207292.7'
3566	26"CEDAR ELM	10178105.0'	3207282.6'
3570	26"CEDAR ELM	10177968.3'	3207187.2'
3571	13"HACKBERRY	10177978.0'	3207202.3'
3575	18"HACKBERRY DOUBLE	10178091.2'	3207487.0'
3576	17"HACKBERRY DOUBLE	10178091.8'	3207523.6'
3580	18"HACKBERRY DOUBLE	10177988.4'	3207527.4'
3581	16"HACKBERRY	10177904.0'	3207562.3'
3583	18"HACKBERRY DOUBLE	10177985.2'	3207577.4'
3586	10"HACKBERRY	10177855.2'	3207579.6'
3587	25"HACKBERRY DOUBLE	10177843.2'	3207585.6'
3588	18"HACKBERRY DOUBLE	10177710.8'	3207587.0'
3588	18"CEDAR ELM	10177698.7'	3207643.1'
3589	28"HACKBERRY DOUBLE	10177697.1'	3207653.8'
3600	11"HACKBERRY	10177662.7'	3207656.6'
3602	17"LIVE OAK DOUBLE	10177619.5'	3207671.6'
3603	13"HACKBERRY	10177609.0'	3207676.4'
3605	15"HACKBERRY	10177598.0'	3207680.2'
3607	17"CEDAR ELM	10177552.2'	3207682.4'
3608	17"CEDAR ELM	10177550.5'	3207685.6'
3609	13"HACKBERRY	10177543.2'	3207684.6'
3610	18"HACKBERRY	10177501.3'	3207684.1'
3611	14"CEDAR ELM DOUBLE	10177555.4'	3207681.0'
3616	13"CEDAR ELM	10177525.0'	3207706.4'
3617	13"CEDAR ELM	10177519.1'	3207712.2'
3618	13"CEDAR ELM	10177513.8'	3207707.9'
3619	12"CEDAR ELM	10177504.5'	3207707.6'
3620	12"CEDAR ELM	10177503.7'	3207717.6'
3621	15"CEDAR ELM	10177498.0'	3207707.0'
3622	10"HACKBERRY	10177495.8'	3207683.0'
3623	12"CEDAR ELM	10177490.8'	3207691.7'
3625	12"CEDAR ELM	10177489.7'	3207723.5'
3626	12"CEDAR ELM	10177484.4'	3207688.4'
3627	14"HACKBERRY	10177488.5'	3207711.5'
3630	12"CEDAR ELM	10177465.8'	3207713.1'
3633	12"CEDAR ELM	10177440.3'	3207752.8'
3637	10"CEDAR ELM	10177439.7'	3207707.1'
3638	15"CEDAR ELM	10177443.7'	3207718.8'
3639	12"CEDAR ELM	10177447.3'	3207721.3'
3644	16"HACKBERRY	10177424.7'	3207705.4'
3645	13"CEDAR ELM	10177398.8'	3207683.2'
3650	13"CEDAR ELM	10177387.1'	3207686.4'
3651	13"CEDAR ELM	10177385.9'	3207692.5'
3652	20"CEDAR ELM	10177387.6'	3207711.4'
3653	20"CEDAR ELM	10177386.6'	3207716.5'
3655	13"CEDAR ELM	10177385.1'	3207716.5'
3657	15"CEDAR ELM	10177328.3'	3207712.8'
3658	12"CEDAR ELM	10177328.5'	3207702.3'
3662	8"CEDAR ELM	10177328.5'	3207753.0'
3663	9"CEDAR ELM	10177325.8'	3207756.4'
3666	13"CEDAR ELM	10177352.1'	3207734.7'
3668	15"CEDAR ELM	10177331.3'	3207774.1'
3684	22"CEDAR ELM	10177302.2'	3207809.8'
3691	15"CEDAR ELM	10177281.4'	3207765.1'
3692	12"HACKBERRY	10177257.6'	3207769.8'
3693	15"HACKBERRY	10177238.4'	3207772.5'
3698	12"CEDAR ELM	10177229.2'	3207815.7'
3699	12"CEDAR ELM	10177237.6'	3207833.3'
3700	18"CEDAR ELM	10177255.6'	3207834.2'
3701	12"CEDAR ELM	10177217.6'	3207828.3'
3705	17"CEDAR ELM	10177196.7'	3207870.8'
3708	CLUSTER 28"CEDAR ELM	10177114.6'	3207862.0'
3709	18"HACKBERRY DOUBLE	10177086.3'	3207882.8'
3710	21"HACKBERRY DOUBLE	10177085.2'	3207884.6'
3714	12"CEDAR ELM	10177030.1'	3207902.3'
3715	16"HACKBERRY	10176989.1'	3207911.8'
3716	18"HACKBERRY/WFL	10176988.9'	3207836.5'
3721	32" HACKBERRY DOUBLE	10176881.2'	3207961.3'
3723	8" HACKBERRY	10176883.4'	3207966.1'
3723	14" HACKBERRY	10176883.4'	3207960.8'
3724	8" HACKBERRY	10176888.7'	3207956.0'
3731	12"CEDAR ELM	10176916.6'	3209858.8'
3735	8"HACKBERRY	10176947.8'	3209852.1'
3738	8"CEDAR ELM	10176962.4'	3209859.8'
3737	13"HACKBERRY	10176968.2'	3209887.2'
3739	18"HACKBERRY	10176968.5'	3209880.8'
3741	14" HACKBERRY	10177012.2'	3209865.4'
3742	8" HACKBERRY	10177016.4'	3209861.8'
3743	9" HACKBERRY	10177009.3'	3209857.8'
3744	8"HACKBERRY	10177064.6'	3209845.7'
3748	9"HACKBERRY	10177067.2'	3209847.4'
3750	20"HACKBERRY	10177071.5'	3209845.1'
3751	20"HACKBERRY CLUSTER	10177066.3'	3209863.1'
3752	10"HACKBERRY	10177066.4'	3209869.0'
3754	15"HACKBERRY	10177081.2'	3209836.7'
3755	8" HACKBERRY	10177089.8'	3209845.5'
3756	26"HACKBERRY	10177115.5'	3209829.8'
3761	8"HACKBERRY	10177127.9'	3209818.8'
3762	24"HACKBERRY	10177143.1'	3209819.2'
3765	14" HACKBERRY	10177181.7'	3209843.8'
3768	14" HACKBERRY	10177170.6'	3209810.8'
3769	15"HACKBERRY	10177199.2'	3209855.7'
3772	28"TWIN HACKBERRY	10177281.5'	3209875.8'
3778	30"HACKBERRY	10177348.6'	3209849.3'
3781	16"HACKBERRY	10177374.2'	3209839.8'
3782	18"TWIN HACKBERRY	10177389.6'	3209836.8'
3784	9" HACKBERRY	10177410.8'	3209825.4'
3788	10"HACKBERRY	10177438.3'	3209817.0'
10241	8" CEDAR ELM	10176967.2'	3207232.8'
10263	8" CEDAR ELM	10176998.8'	3207280.1'

TITLE NOTES:
ACCORDING TO SURVEY COMPETED BY CHAPARRAL PROFESSIONAL LAND SURVEYING INC., DATED OCTOBER 15, 2021 AND PROJECT NO. 1832-001 AND THE SCHEDULE B OF THE COMMITMENT FOR TITLE, GF # 71-2030-00002225, ISSUED 12/13/2021 BY TEXAN TITLE INSURANCE COMPANY, THE PROPERTY IS SUBJECT TO THE FOLLOWING:

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW THE COMPANY MUST EITHER INSERT SPECIFIC RECORDING DATA OR DELETE THIS EXCEPTION) - (INTENTIONALLY DELETED)

10a) ACCESS EASEMENT DATED SEPTEMBER 16, 1907, TO ERNEST GROBA, RECORDED IN VOLUME 125, PAGE 170, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (OFF-SITE)

10d) EASEMENT DATED DECEMBER 10, 1920, TO ERNEST GROBA, RECORDED IN VOLUME 198, PAGE 466, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10e) EASEMENT DATED DECEMBER 10, 1920, TO ERNEST GROBA, RECORDED IN VOLUME 198, PAGE 465, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10f) EASEMENT DATED APRIL 25, 1956, TO FRED GROBA, ET AL, RECORDED IN VOLUME 417, PAGE 287, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10g) EASEMENT DATED NOVEMBER 18, 1988, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 625, PAGE 888, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10h) EASEMENT DATED MARCH 18, 1998, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 517, PAGE 627, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10i) EASEMENT DATED AUGUST 22, 1974, TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 857, PAGE 983 AND VOLUME 597, PAGE 954, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – UNABLE TO LOCATE OR SITED) (15' ON CENTER OF PIPE LINE)

10j) EASEMENT DATED NOVEMBER 13, 1978, TO SOUTHWEST MILAM WATER SUPPLY CORPORATION, RECORDED IN VOLUME 920, PAGE 36, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – UNABLE TO LOCATE AS SITED) (10' ON CENTER OF PIPE LINE)

10k) ELECTRIC EASEMENT DATED NOVEMBER 23, 1976, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 879, PAGE 31, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (OFF-SITE)

10l) TERMS, CONDITIONS AND STIPULATIONS OF THE DEVELOPMENT AGREEMENT DATED JULY 31, 2018, BY AND BETWEEN WILLIAM LYNN DAVIS, III AND TOWNSHORE HOMES, LLC RECORDED UNDER DOCUMENT NO. 2018071362 , OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10m) EASEMENT DATED JULY 31, 2018, TO WILLIAM LYNN DAVIS, III, RECORDED UNDER DOCUMENT NO. 2018071363, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10n) EASEMENT DATED NOVEMBER 5, 2020, TO TOWNSHORE HOMES, LLC, RECORDED UNDER DOCUMENT NO. 2020147876, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

GENERAL NOTES:

1) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48491C0540F, DATED 12/20/2019, & PANEL NO. 48491C0541F, DATED 12/20/2019, THIS LOT IS LOCATED IN ZONE "X", WHICH IS AN AREA OUTSIDE THE FEMA DESIGNATED 100-YEAR FLOODPLAIN.

2) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (NSRS ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (4203) NAD83.

BOUNDARY AND IMPROVEMENT SURVEY OF:

CALLED TRACT 1: ALL THAT CERTAIN CALLED 54.911 ACRE TRACT OF LAND OUT OF THE JAMES C. EAVES SURVEY, ABSTRACT NO. 214, IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY DEED TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

TRACT 2: ALL THAT CERTAIN 70.644 ACRE TRACT OF LAND OUT OF THE JAMES C. EAVES SURVEY, ABSTRACT NO. 214 AND THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY DEED TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

I, RICHARD H. TAYLOR, DO HEREBY CERTIFY THAT THIS PLAT OF THE PROPERTY SHOWN HEREON, WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING MAY 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC RIGHT OF WAY.

RICHARD H. TAYLOR, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
NUMBER 5988 STATE OF TEXAS
©ASH & ASSOCIATES, L.L.C.

05/17/2022
DATE

GRAPHIC SCALE: 1" = 150'

LEGEND:
- IRON PIPE FOUND
- IRON ROD FOUND
- IRON ROD SET
- CAPPED "RPLS 5988"
- "X" IN CONCRETE
- "V" IN CONCRETE
- CALCULATED
- CALCULATED POINT
- BACK
- POINT ON LINE
- CONCRETE MONUMENT
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- CLEANOUT
- GAS VALVE
- POWER POLE
- POWER POLE W/ ELECTRIC LINE
- DOWN GUY
- ELECTRIC METER
- ELECTRIC BOX
- LIGHT POLE
- WOOD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- METAL FENCE
- GAS METER
- TELEPHONE PEDESTAL
- CABLE PEDESTAL
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC GROUND
- CONTROL POINT
- UNDERGROUND UTILITY MARKER SIGN
- UNDERGROUND UTILITY TEST STATION
- SIGN POST
- ELECTRIC TRANSFORMER
- TRAFFIC SIGNAL BOX
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE
- (RPLS-CST.) RECORD CALL

REVISIONS			
6	.	.	.
5	.	.	.
4	.	.	.
3	.	.	.
2	ANNEX 25 AC & REM 100 AC		05/23/22
1	TOPO	MAM	5/10/22
NO.	REVISION	APPD.	DATE

DRAWING INFORMATION

DESIGNED BY:	MAM	DATE:	05/17/2022
DRAWN BY:	MAM/RHT	PROJECT NO:	22-8154
APPROVED BY:	RHT	PLOT SCALE:	1" : 150'
FILE NAME:	T 1 & 2		

ASH & ASSOCIATES
SURVEYING - PLANNING - MAPPING
"SERVING THE COMMUNITY OF TEXAS"

142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100847-00

DRAWING SHEET: 1 OF 1 — T 1& 2

BOUNDARY AND IMPROVEMENT SURVEY OF:
TRACT 1 : 54.884 ACRES
TRACT 2 : 70.628 ACRES
JAMES C. EAVES SURVEY – ABS. NO. 214
GEORGE M. REESE SURVEY – ABS. NO. 533
WILLIAMSON COUNTY, TEXAS

Neighborhood Plan
for
Davis Tract Phase 2
PZ-2024-2102
Taylor, Texas

A BACKGROUND

Regional Context A.2
Subject Property in Context A.3
Comprehensive Plan Excerpts A.4
Place Types in Context A.5
Existing Conditions A.6
Elevation Analysis A.7

B REGULATIONS

Place Type Allocation Plan B.2
Regulating Plan B.3
Block Frontages and Dimensions B.4
Design-Specific Standards B.5
Transportation Master Plan Diagram B.7
Thoroughfare Types B.8
Thoroughfare Sections B.9
Civic Space Plan B.11

C SUPPLEMENTAL PLANS

Illustrative Master Plan in Context C.2
Illustrative Master Plan with Program Summary C.3
Fire Apparatus Access C.4
Addressing Diagram C.5
Program Acreage C.6
Detailed Parking and Program C.7

X APPENDIX

Charrette Plans X.1

For
The City of Taylor, Texas
and
Top Notch Properties
by
Michael Watkins Architect, llc

August 29, 2024

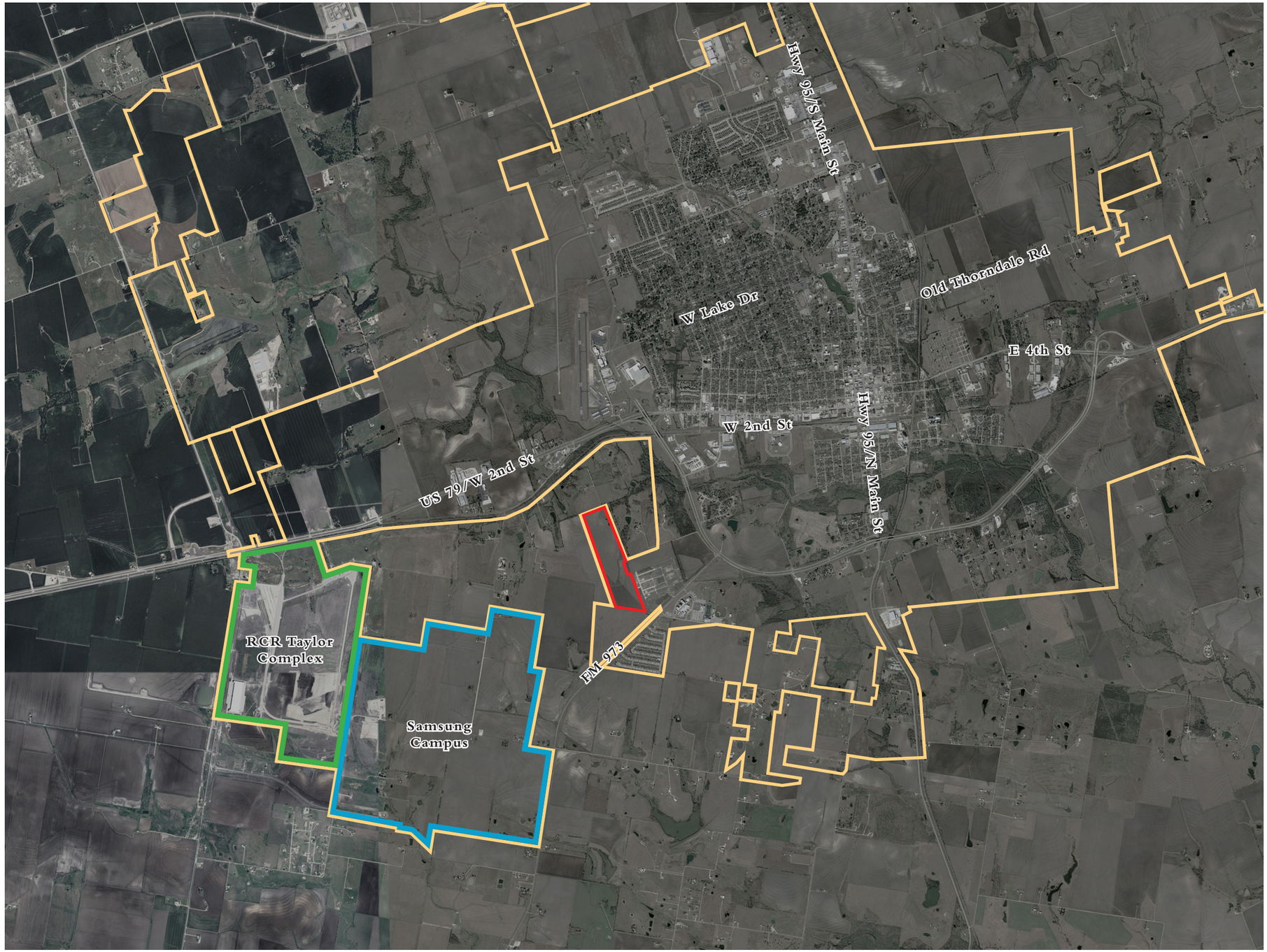
A. Background

The Neighborhood Plan provides the general layout for the development, serving as a guide for future steps in the development. This layout is based on the existing conditions on the Subject Property as described in the Background chapter and the specific development scenario described in the Supplemental Plans. The Regulations chapter describes the required components and standards associated with this layout and demonstrates the layout's compliance with the Taylor Comprehensive Plan and the Taylor Land Development Code. Other scenarios and refinements to the design are anticipated and shall be permitted within the bounds of the requirements in the Regulations chapter and all other applicable regulations.

The Background chapter summarizes information about the site, program, zoning, and other relevant constraints provided by the Applicant and the City of Taylor that inform the design of the Neighborhood Plan.

Regional Context A.2
Subject Property in Context A.3
Comprehensive Plan Excerpts A.4
Place Types in Context A.5
Existing Conditions A.6
Elevation Analysis A.7

REGIONAL CONTEXT



Key

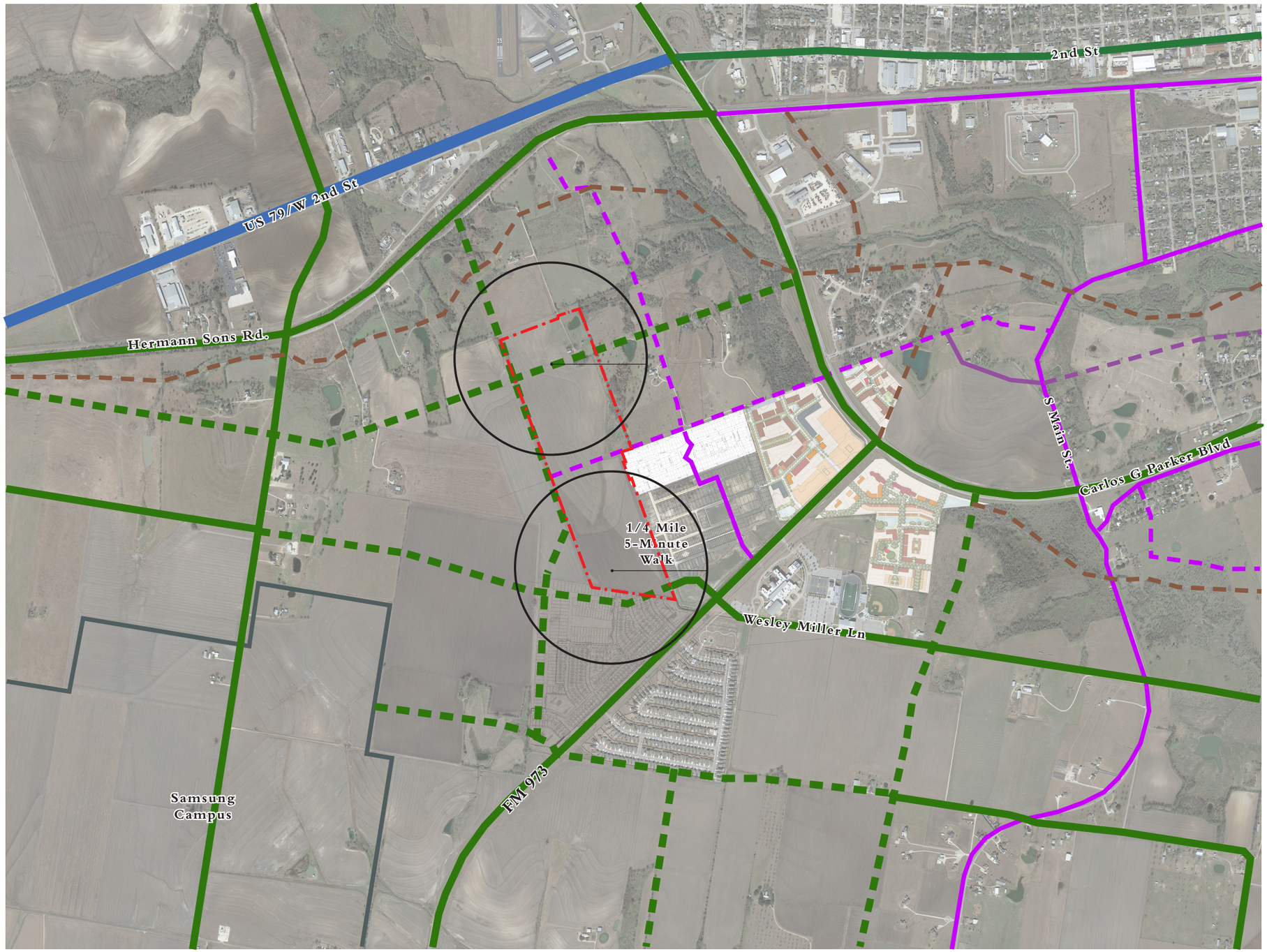
- City Boundary
- Subject Property
- Samsung Campus
- RCR Taylor Complex

0 mile ¼ mile ½ mile 1 mile

N

The design is subject to change. Not for construction.

SUBJECT PROPERTY IN CONTEXT



Key

- Subject Property
- Existing Thoroughfare
- Proposed Thoroughfare

Thoroughfare Designations

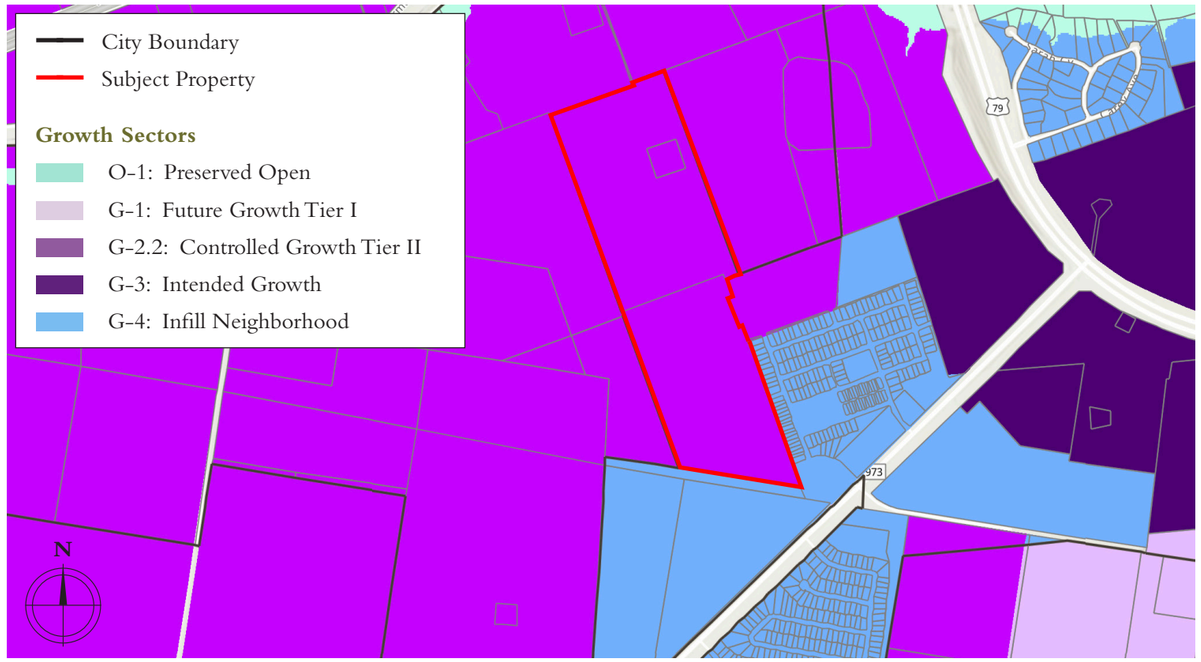
- Regional Road
- Community Boulevard
- Neighborhood Avenue
- Trail

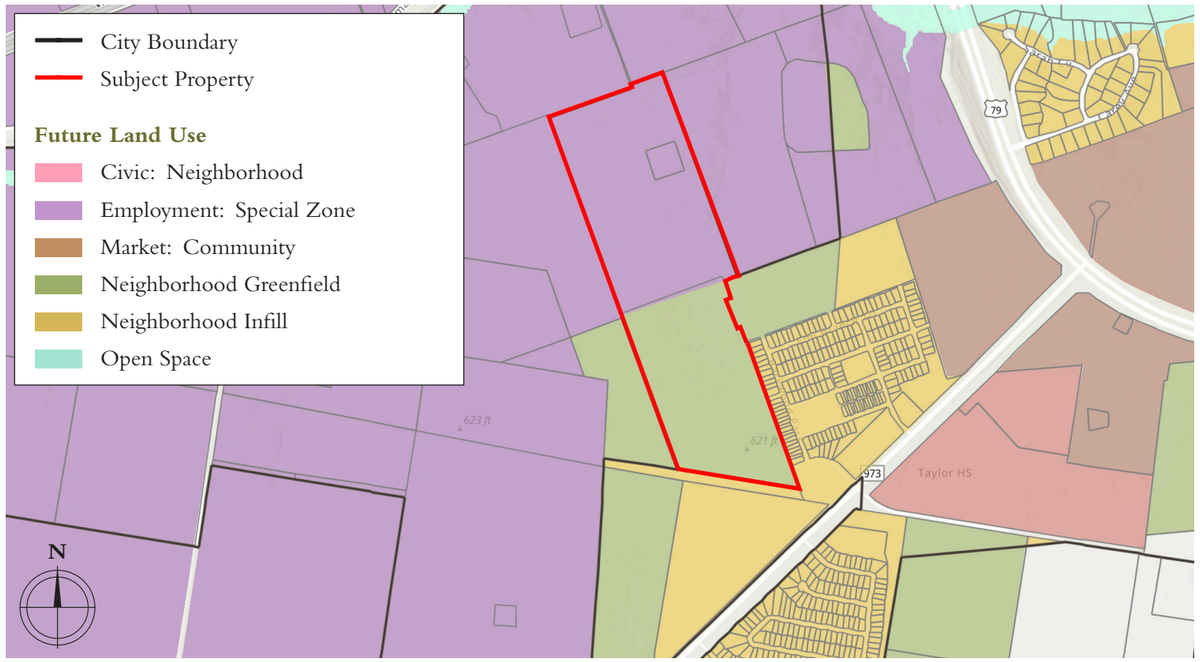
0 mi ⅛ mi ¼ mi ½ mi

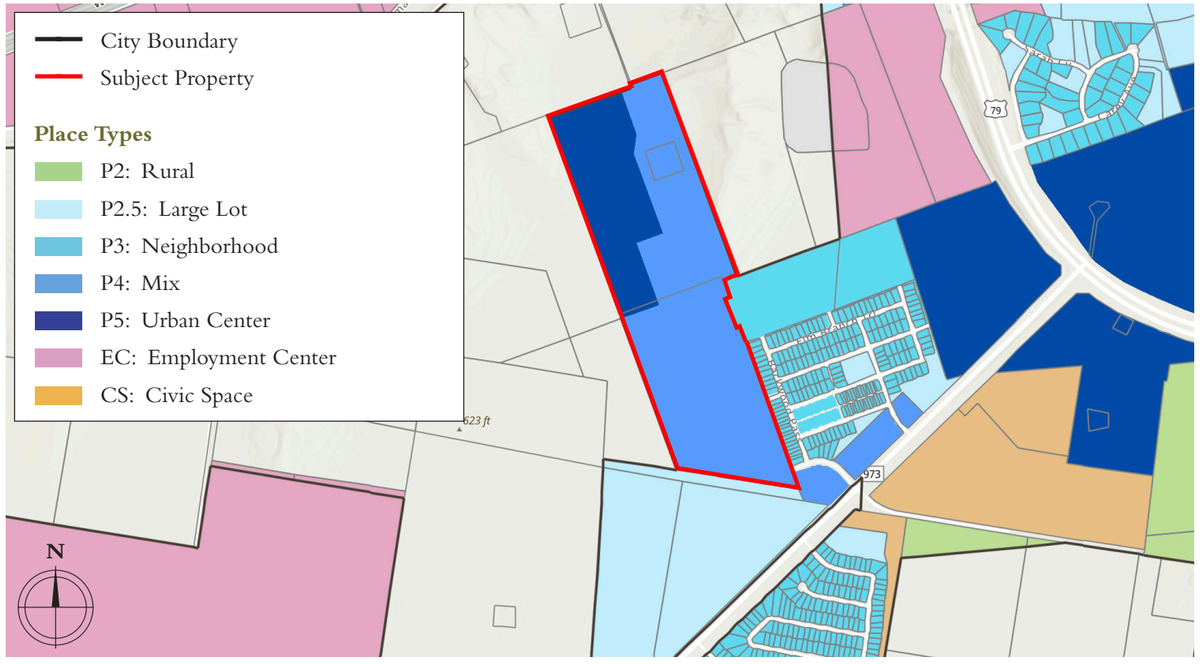
N

The design is subject to change. Not for construction.

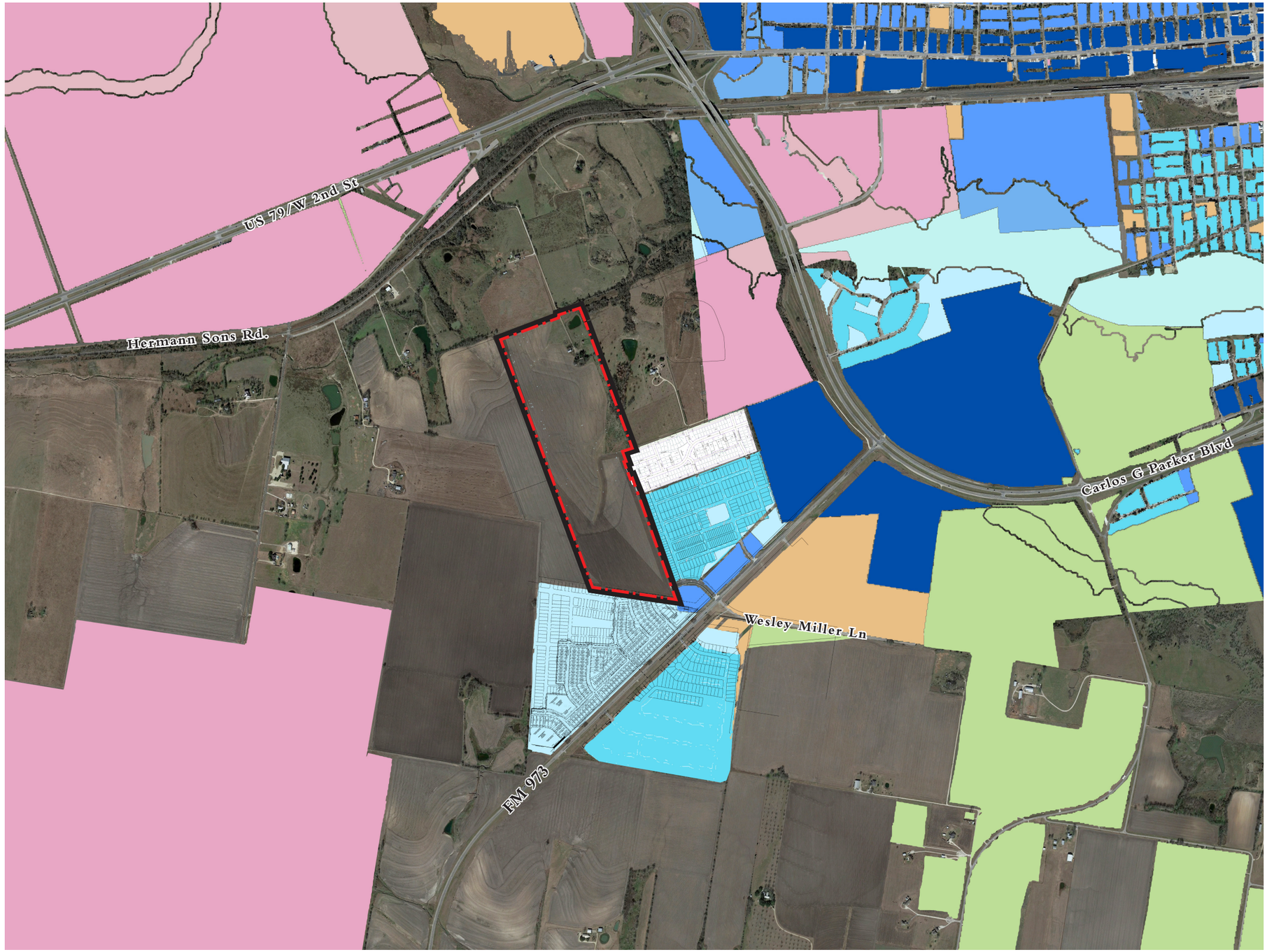
COMPREHENSIVE PLAN EXCERPTS







PLACE TYPES IN CONTEXT

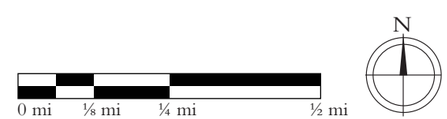


Key

- Subject Property
- Pedestrian Shed

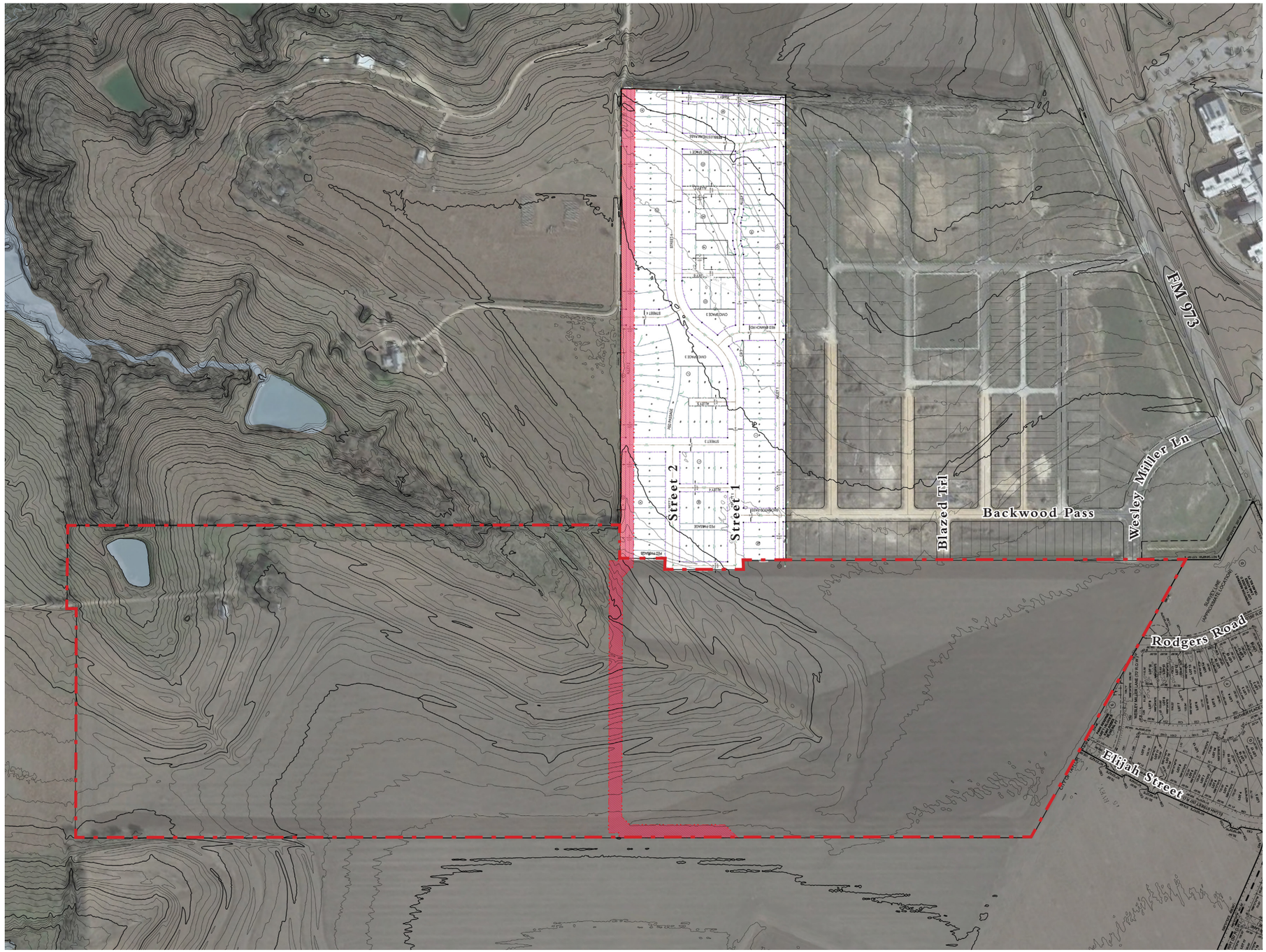
Place Type	Permitted for a TND	Target for Subject Property
P1	5%	5.0 ac. (5%)
P3	10-30%	10-30 ac. (10-30%)
P4	40-60%	40-60 ac. (40-60%)
P5	10-30%	10-30 ac. (10-30%)
CS	10%	10 ac. (10%)
Total	100%	100 ac. (100.0%)

The areas and percentages shown are approximate and do not include TxDOT ROW, Front Type Thoroughfare ROW, areas within the ETJ, or other properties that have not been subdivided. The effective Pedestrian Shed is intended to include areas reasonably walkable (approximately 5 minute walking distance) from the Site based on existing conditions. Its shape does not conform precisely to a 1/4-mile-radius circle, but approaches an area of approximately 80 acres. Properties zoned as Planned Developments are counted towards the Place Types that most closely resemble the standards of the Planned Development. These assumptions are intended to create consistent calculations and useful comparisons between the areas and percentages.



The design is subject to change. Not for construction.

EXISTING CONDITIONS



Key

- Subject Property
- 5-foot Contours
- 1-foot Contours
- Wetlands
- Utility Easements

N

0 ft 200 ft 400 ft 800 ft

The design is subject to change. Not for construction.

ELEVATION ANALYSIS

Key

- Subject Property
- 1-foot Contours
- 5-foot Contours
- 615-620 ft.
- 610-615 ft.
- 605-610 ft.
- 600-605 ft.
- 595-600 ft.
- 590-595 ft.
- 585-590 ft.
- 580-585 ft.

0 ft 200 ft 400 ft 800 ft

N

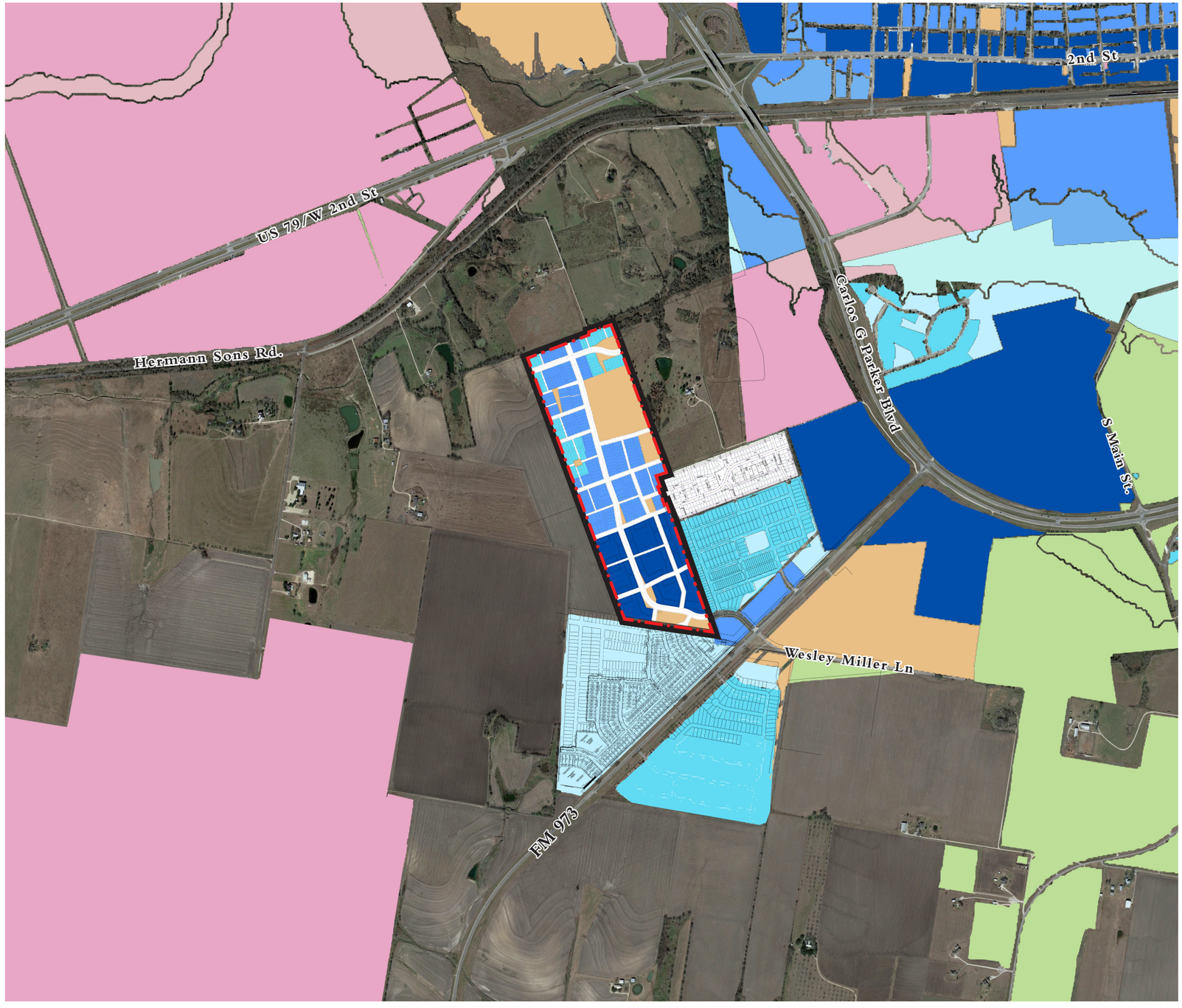
The design is subject to change. Not for construction.

B. Regulations

The Regulations chapter is a set of plans and standards which specifies the requirements of this Neighborhood Plan and demonstrates how the Neighborhood Plan complies with the Taylor Comprehensive Plan and Land Development Code. These Regulations include the general layout of Thoroughfares, Civic Spaces, Blocks, and Lots, as well as standards specifying any deviations from the LDC and additional requirements necessary for the development to comply with the Comprehensive Plan and the intent of the LDC. While these Regulations are informed by the specific development scenario described in the Supplemental Plans chapter, other scenarios and refinements to the design are anticipated and shall be permitted within the bounds of these Regulations and all other applicable regulations.

Place Type Allocation Plan B.2
Regulating Plan B.3
Block Frontages and Dimensions B.4
Design-Specific Standards B.5
Transportation Master Plan Diagram B.7
Thoroughfare Types B.8
Thoroughfare Sections B.9
Civic Space Plan B.11

PLACE TYPE ALLOCATION PLAN



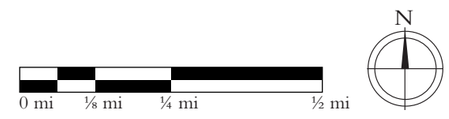
Key

- Subject Property
- Pedestrian Shed

Place Type	Permitted for a TND	Target	Actual
P1	5%	5.0 ac. (5%)	0 ac. (0%)[4]
P3	10-30%	10-30 ac. (10-30%)	7.9 ac. (10.2%)
P4	40-60%	40-60 ac. (40-60%)	27.7 ac. (35.7%)[5]
P5	10-30%	10-30 ac. (10-30%)	23.0 ac. (29.6%)
CS	10%	10 ac. (10%)	19.1 ac. (24.6%)
Total	100%	100 ac. (100.0%)	

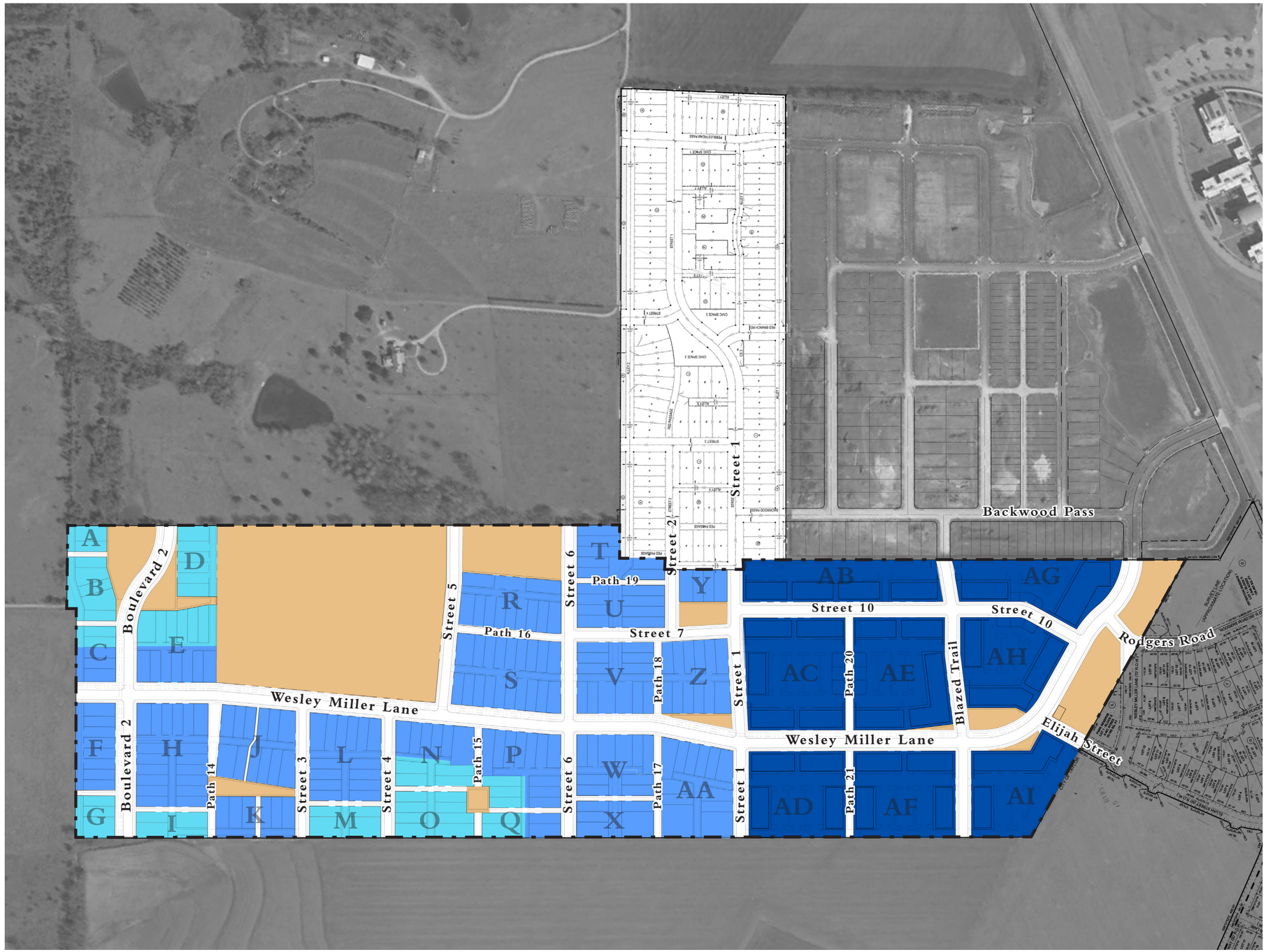
Notes

1. *The percentages listed are calculated with respect to the area of the Pedestrian Shed as shown on the accompanying plan. The Pedestrian Shed (as described in LDC § 3.6.1.7) delineates the area of the subject property and adjacent properties intended to constitute a complete TND (as described in LDC § 3.6.1.4). Areas and percentages listed are approximate.*
2. *The areas and percentages listed are calculated excluding the following: Front Type Thoroughfares, land within the ETJ or other land outside the Taylor city limits, and TxDOT RsOW.*
3. *For the total Civic Space allocation within the subject property, refer to the Civic Space Plan on page B.11.*
4. *See a recommended Warrant regarding the allocation of P1 in this Pedestrian Shed in the General Standards on page B.3.*
5. *See a recommended Warrant regarding the allocation of P4 in this Pedestrian Shed in the General Standards on page B.3.*



The design is subject to change. Not for construction.

REGULATING PLAN

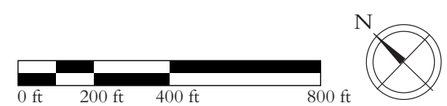


Key

- Subject Property
- P3
- P4
- P5
- CS

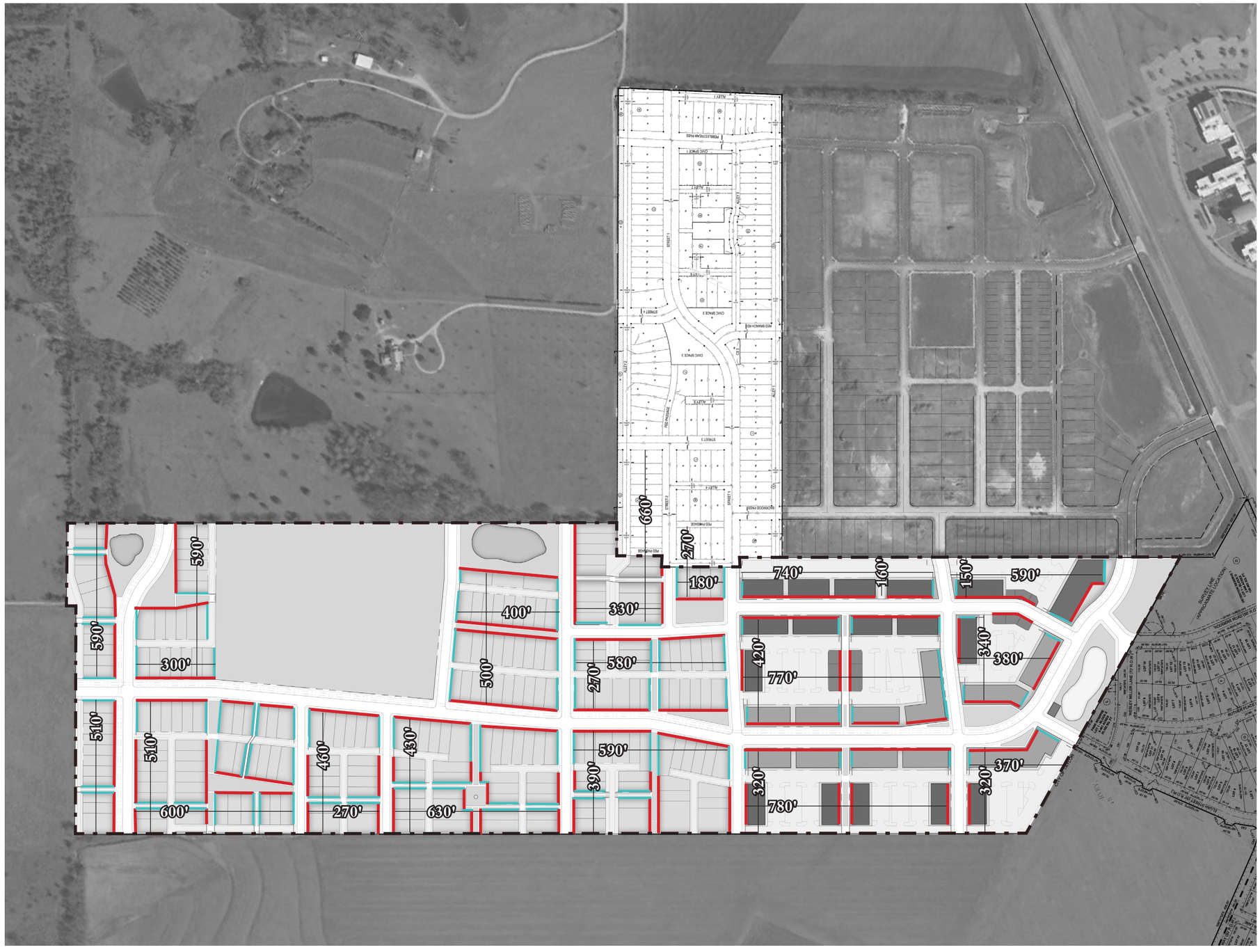
General Standards

1. *A Warrant is recommended to allow for a P1 (Nature) ratio of zero percent (0%) given that the subject property is neither adjacent to nor includes land which falls within the LDC's definition of Nature (lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. P1 is intended to preserve areas that contain sensitive habitats, active or passive open spaces, parks and limited agriculture uses. Nature includes floodplains, creeks tributaries and other waterways.).*
2. *A Warrant is recommended to allow for a lower ratio of P4 (Mix) given that the subject property dedicates a 12-acre site for a public school—a facility which will benefit the community at large. With the school site, the subject property generously exceeds the minimum requirements for civic space allocation percentages.*



The design is subject to change. Not for construction.

BLOCK FRONTAGES AND DIMENSIONS



Key

- Subject Property
- Primary Frontage
- Secondary Frontage
- Block Dimensions

Notes

1. *Block dimensions shown are non-binding and are intended to demonstrate compliance with City Standards for block length and perimeter. See the Design Specific Standards on page B.5 for a recommended Warrant for blocks which do not comply.*

N

0 ft 200 ft 400 ft 800 ft

The design is subject to change. Not for construction.

Design Specific Standards

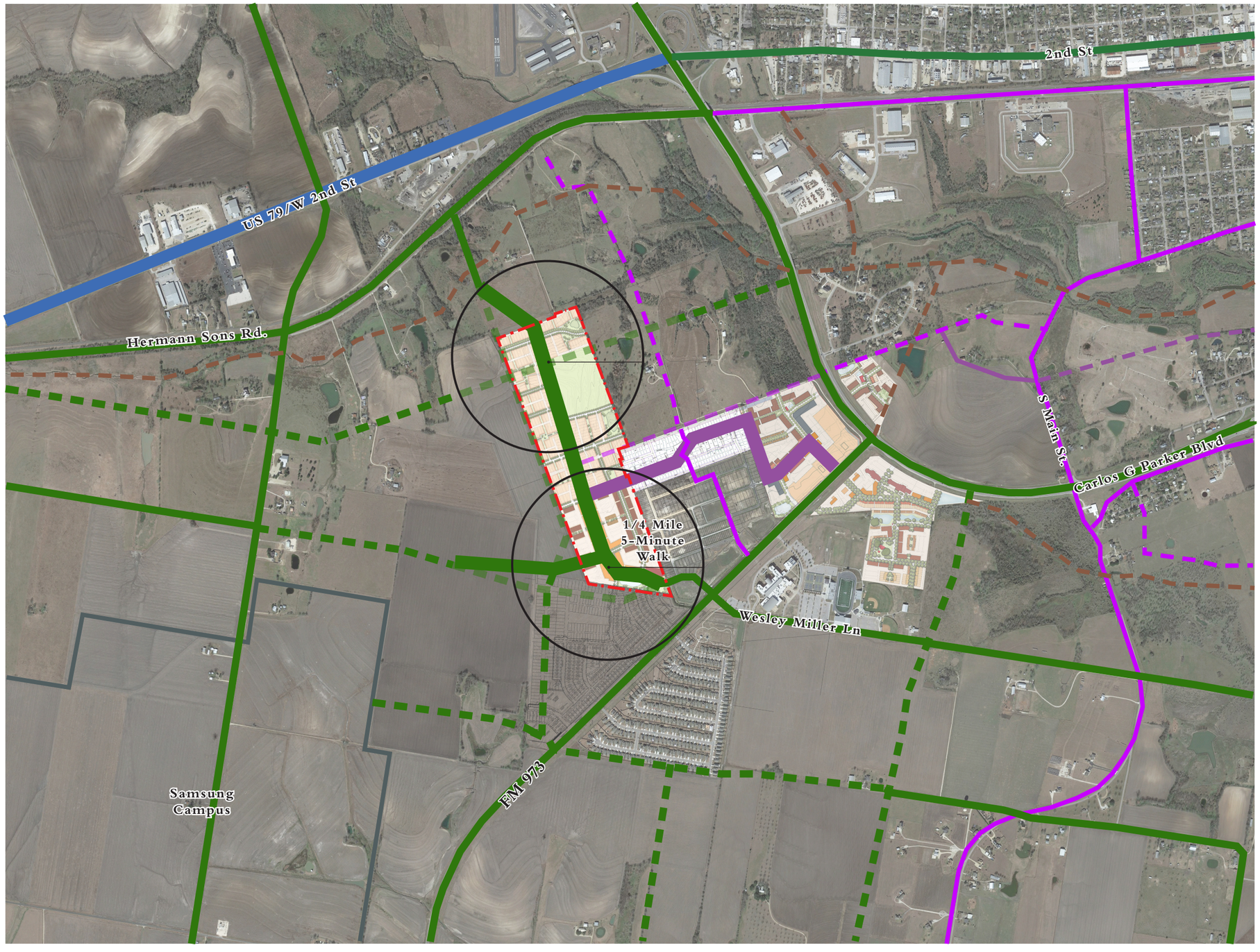
1. A Variance is recommended to allow for Block length standards which conform to those prescribed in the previously approved Davis Tract – Phase 2 PD Standards. These Block length standards are as follows: *Blocks shall be a maximum of 600 feet in any direction. Blocks shall be bounded by vehicular Front Thoroughfares. A Block may be a maximum of 800 feet long if it is divided by a pedestrian Front Thoroughfare or Civic Space along that length.*
2. A warrant is recommended for Block AB to allow for a block length longer than 800', given that the already in place Block size exceeds this maximum and additional thoroughfare connections are impractical.
3. Wesley Miller Lane, Boulevard 2, Streets 1, 3, 4, 5, and Blazed Trail, Elijah Street, Rodgers Road, and Paths 14, 15, 17, and 21 are intended to connect to adjacent properties, with the exact location of the connection to be determined.
4. The multi-family parking lot in Block AB is intended to connect to the alley on the adjacent property, with the exact location of the connection to be determined.
5. It is recommended that a fountain or other civic monument be placed in the civic space on Path 15.
6. It is recommended that special pavers be used within the area outlined to reinforce the character of the central civic space. These special pavers should be flush (no curb) from building face to building face.
7. It is recommended that the school be sited in the middle of its property to allow for circulation without disrupting the neighboring lots. The siting of the school shall reinforce a civic presence within the neighborhood.
8. It is recommended that the civic space between Elijah Street and Rodgers Road be designed in such way that it creates one, unified, civic space with the already existing civic space in Castlewood South.
9. A warrant is recommended to allow for a 282-foot minimum horizontal inside radius on Community Boulevards to allow for walkable streets with commercial frontage, where pedestrian activity is the highest.

The design is subject to change. Not for construction.

10. In some places, the utility easement is in the side yards of single-family detached lots. These lots are an extra 25 feet in width to accommodate the standard buildable area of a typical single family lot. The portion of the side yard within the easement shall follow all restrictions and regulations prescribed by the easement document(s).
11. The layout of the school grounds should include a landscape screen in the location shown.
12. A warrant is recommended for parking to be placed in the second layer of lots labeled "Thin Buildings," provided this parking is located within the building.
13. A variance is recommended to allow for parking to be placed in the locations shown if walls or hedges of a height sufficient to visually screen the parking from a frontage are provided.
14. A warrant is recommended to allow for the intersections of local streets to be offset as a traffic-calming measure.
15. Stormwater management facilities, whether primarily wet or dry, shall be designed such that they add value to the neighborhood, rather than detract from it.
    a. Dry facilities shall be landscaped to act as an open lawn or space for other unstructured recreation when dry, and shall be landscaped around the perimeter with a variety of plantings including, at a minimum, canopy trees which provide shade for users.
    b. Wet facilities shall be designed to look like natural ponds with gently sloping edges rather than steep "engineered" banks. Wet ponds shall be landscaped around the perimeter with a variety of plantings including, at a minimum, canopy trees which provide shade for users.
    c. Maintenance berms and/or maintenance access shall be accounted for in both wet and dry facilities.

The design is subject to change. Not for construction.

TRANSPORTATION MASTER PLAN DIAGRAM



Key

- Subject Property
- Existing Thoroughfare
- Proposed Thoroughfare
- Previously Proposed Thoroughfare

Thoroughfare Designations

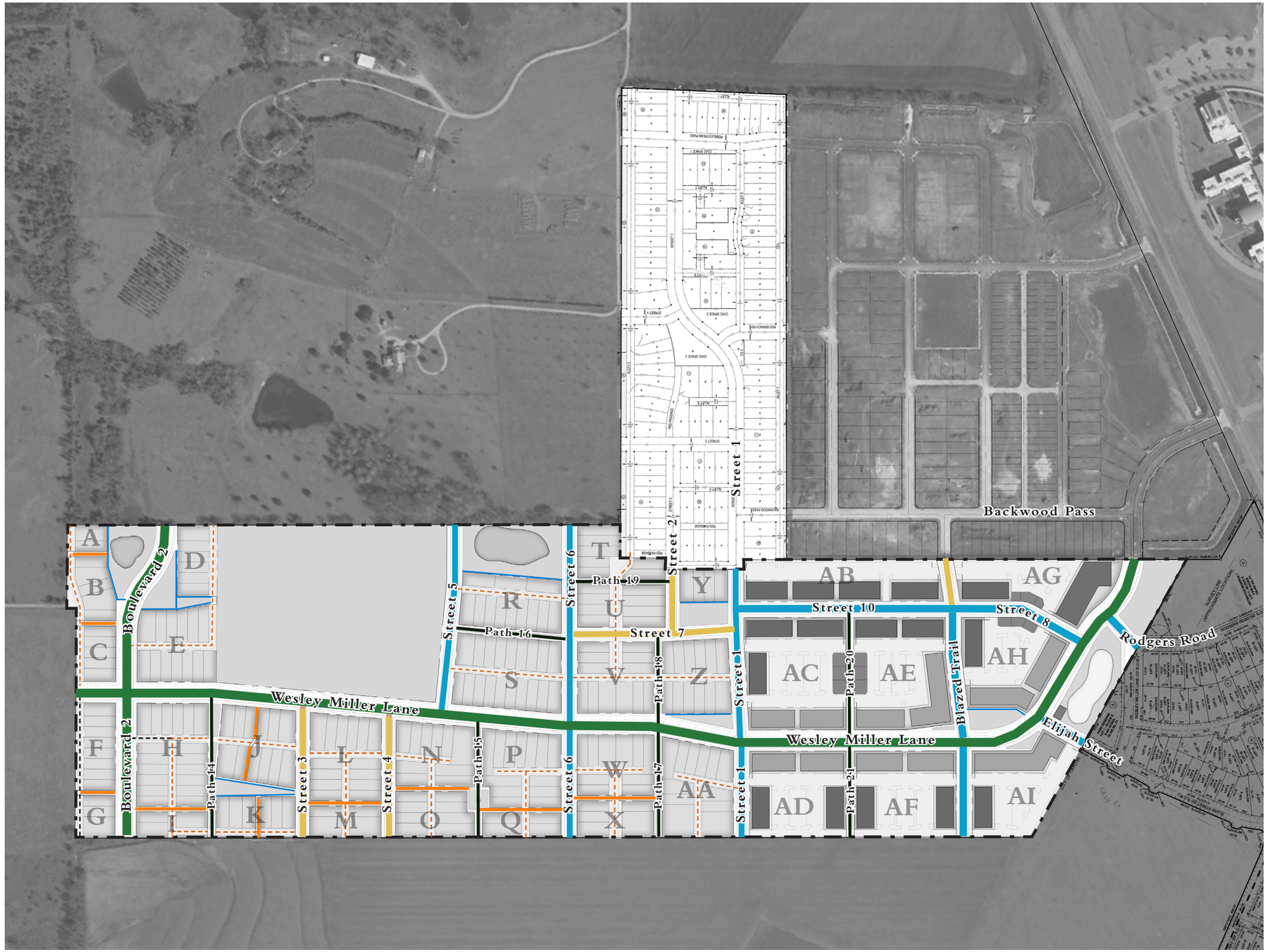
- Regional Road
- Community Boulevard
- Neighborhood Avenue
- Trail

0 mi ⅛ mi ¼ mi ½ mi

N

The design is subject to change. Not for construction.

THOROUGHFARE TYPES



Key

Subject Property

Front Thoroughfare Types

Name	Type	ROW	Pavement
Boulevard	BV	80	36
Street	ST	60	34
Street	ST	54	28
Path	PT	30	6 & 6
Path	PT	V	6

Rear Thoroughfare Types

Name	Type	ROW	Pavement
Fire Alley	FA	26	26
Rear Alley	RA	30	12

Civic Space Thoroughfare Types

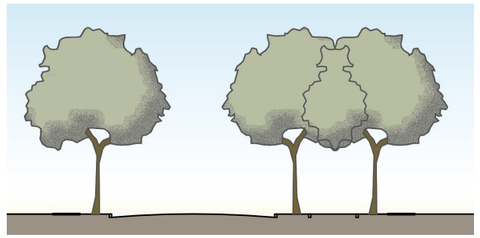
Sidewalk in Civic Space (See Civic Space Standards)

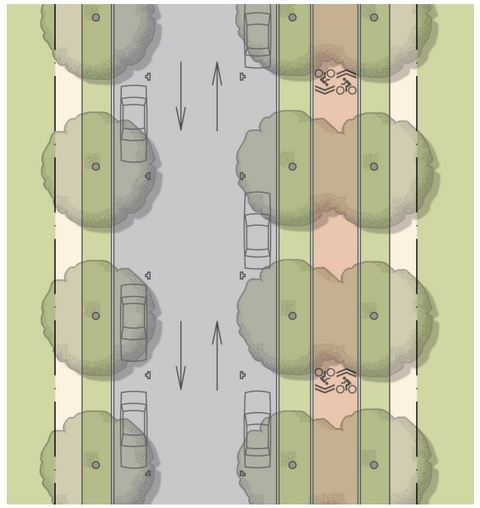
N

0 ft 200 ft 400 ft 800 ft

The design is subject to change. Not for construction.

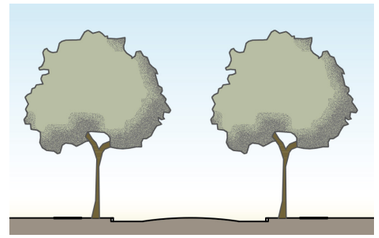
THOROUGHFARE SECTIONS

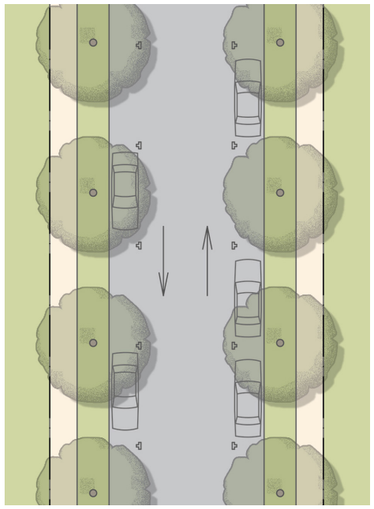




BV-80-36

Neighborhood Boulevard
80 ft. ROW
36 ft. Pavement
Slow Movement
Two-Way Traffic
Parking Both Sides
12 ft. Curb Radius
Header Curbs
8 ft. Tree Lawn
Allee, 25-30 ft. o.c.
6 ft. Sidewalk; 10 ft. Shared-use Path
20-foot clear width

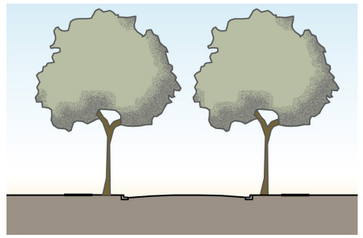


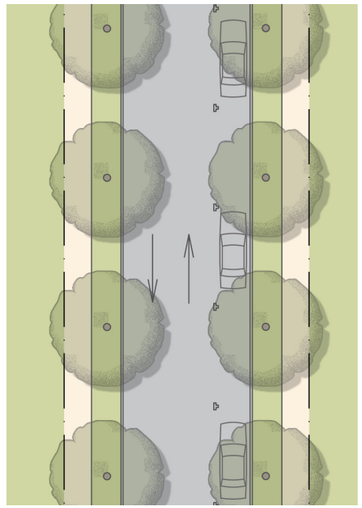


ST-60-34

Neighborhood Street
60 ft. ROW
34 ft. Pavement
Slow Movement
Two-Way Traffic
Parking Both Sides
12 ft. Curb Radius
Header Curbs
7 ft. Tree Lawn
Allee[i], 25-30 ft. o.c.
6 ft. Sidewalk
For buildings up to 30 ft. tall

[i](Cluster pattern permitted adjacent to civic spaces.)



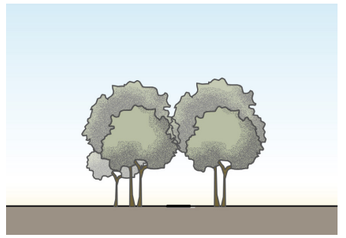


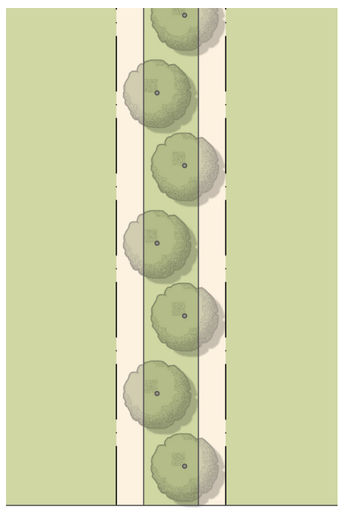
ST-54-28

Neighborhood Street
54 ft. ROW
28 ft. Pavement
Slow Movement
Two-Way Traffic
Parking One Side
12 ft. Curb Radius
Header Curbs
7 ft. Tree Lawn
Allee[i], 25-30 ft. o.c.
6 ft. Sidewalk
20-foot clear width

[i](Cluster pattern permitted adjacent to civic spaces.)

This Thoroughfare type may be converted to a Yield Street with parking on both sides.

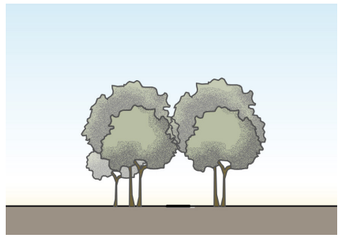


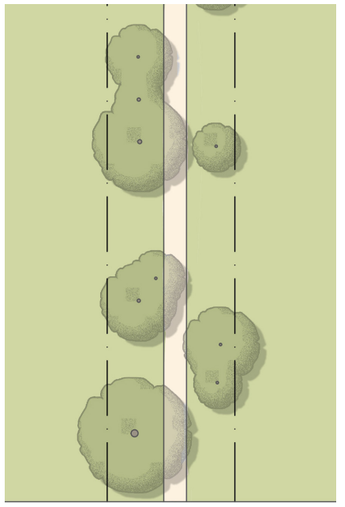


PT-30-6&6

Path
30 ft. ROW Minimum
N/A
Pedestrian
N/A
N/A
N/A
N/A
Planting zone varies
Trees, ground cover, shrubs, lawn
6 ft. Sidewalk
Not provided on this Thoroughfare

This Thoroughfare type will be privately owned and maintained.





PT-V-6

Path
30' ROW
N/A
Pedestrian
N/A
N/A
N/A
N/A
Planting zone varies
Trees, ground cover, shrubs, lawn
6 ft. Sidewalk
Not provided on this Thoroughfare

This Thoroughfare type will be privately owned and maintained.

Thoroughfare Type

- ST Street
- PS Pedestrian Street
- FA Fire Alley

Right-of-Way Width

Pavement Width

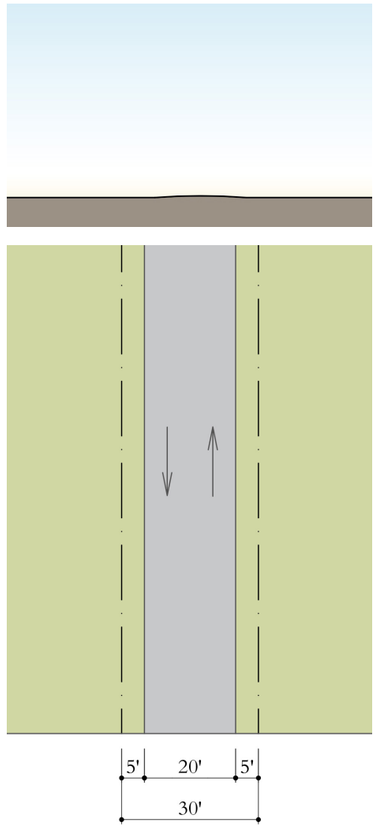
XX-##-##

Thoroughfare Type
Right-of-Way or Easement Width
Pavement Width
Movement
Traffic Lanes
Parking Lanes
Pavement / Curb
Curb Type
Planter Type (includes curb if any)
Landscape Type
Walkway Type
Fire Apparatus Access

Notes

The design is subject to change. Not for construction.

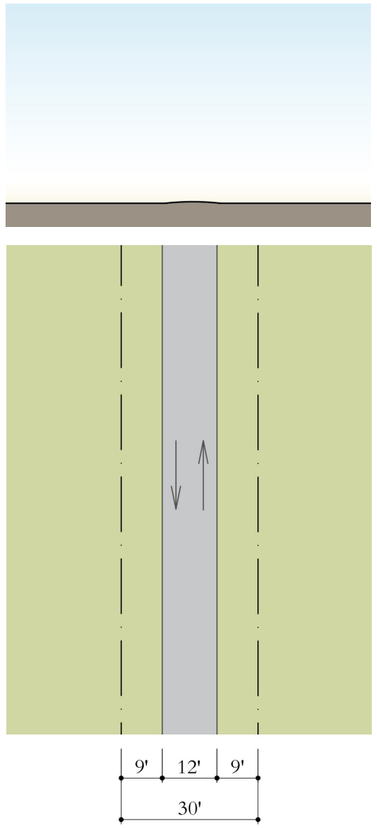
THOROUGHFARE SECTIONS



FA-30-20

Fire Alley
30 ft. ROW
20 ft.
Slow Movement
Two-Way Traffic, Fire Access
No Parking
15 ft. Curb Radius; Apron at Street
Inverted Crown and/or Ribbon Curb
N/A
N/A
No Sidewalk
20-foot clear width

This Thoroughfare type will be privately owned and maintained. Pavement may be widened for greater clear width.



RA-30-12

Rear Alley
30 ROW ft.
12 ft.
Slow Movement
Two-Way Traffic, Fire Access
No Parking
15 ft. Curb Radius; Apron at Street
Inverted Crown and/or Ribbon Curb
N/A
N/A
No Sidewalk
Not provided on this Thoroughfare

This Thoroughfare type will be privately owned and maintained. Pavement may be widened for greater clear width.

Thoroughfare Type
- ST Street
- PS Pedestrian Street
- FA Fire Alley

Right-of-Way Width

Pavement Width

XX-##-##

Thoroughfare Type
Right-of-Way or Easement Width
Pavement Width
Movement
Traffic Lanes
Parking Lanes
Pavement / Curb
Curb Type
Planter Type (includes curb if any)
Landscape Type
Walkway Type
Fire Apparatus Access
Notes

The design is subject to change. Not for construction.

CIVIC SPACE PLAN

Key

- Subject Property
- All lots are within 660 feet of a Civic Space.
- Square
- Green
- Park
- School Site

Civic Space Allocation

19.1 ac.	Civic Space in Subject Property
99.9 ac.	Total Area of Subject Property
19.9%	**Civic Space Ratio**

The design is subject to change. Not for construction.

C. Supplemental Plans

The Supplemental Plans chapter is a set of additional plans that elaborates on the specific development scenario used as the basis for this Neighborhood Plan. This information includes the Building Types, uses, and parking incorporated into the design, how that design proposes to address matters such as fire apparatus access, and particular features of the design that contribute to the intended character of the development. The information presented in this chapter reflects one possible development scenario for this Neighborhood Plan. Other scenarios and refinements to the design are anticipated and shall be permitted within the bounds of the requirements in the Regulations chapter and all other applicable regulations.

Illustrative Master Plan in Context C.2
Illustrative Master Plan with Program Summary C.3
Fire Apparatus Access C.4
Addressing Diagram C.5
Program Acreage C.6
Detailed Parking and Program C.7

ILLUSTRATIVE MASTER PLAN IN CONTEXT

Key

Subject Property

0 mi ⅛ mi ¼ mi ½ mi

N

The design is subject to change. Not for construction.

ILLUSTRATIVE MASTER PLAN WITH PROGRAM SUMMARY

Key

Subject Property

Residential

Single-Family Detached	235 Units
Subtotal Single-Family	**235 Units**
Large Multi-Family (16 Buildings)	384 Units
Thin Buildings	12 Units
Subtotal Multi-Family	**396 Units**
Total Residential	**631 Units**

Non-Residential

Commercial	151,000 SF
Hotel	100 Keys

N

0 ft 200 ft 400 ft 800 ft

The design is subject to change. Not for construction.

FIRE APPARATUS ACCESS

Key

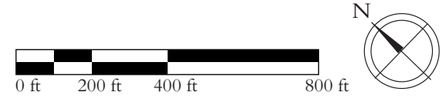
- Subject Property
- 26-foot Fire Apparatus Access Roads
- 20-foot Fire Apparatus Access Roads
- Temporary 20-foot Fire Apparatus Access Roads
- Buildings over 30 feet
- Lots with building under 30 feet

Fire Apparatus Access Notes

1. Applicant's understanding of the relevant standards from these fire apparatus access notes to be confirmed by the City of Taylor.
2. Buildings 30 feet tall or greater:
   - Fire Apparatus Access Roads shall be 26 feet clear minimum.
   - Fire Apparatus Access Roads shall be between 15 and 30 feet from the building.
   - Fire Apparatus Access Roads shall provide access to one complete side of the building, as determined by the Fire Official.
3. For buildings less than 30 feet tall:
   - Fire Apparatus Access Roads shall be 20 feet clear minimum
4. All Fire Apparatus Access Roads shall have an effective inside turning radius of 15 feet.
5. All Fire Apparatus Access Roads shall be a maximum distance of 150 feet from all portions of any building.
6. Where a fire hydrant is located on a Fire Apparatus Access Road, the minimum road width shall be 26 feet (7925 mm), exclusive of all shoulders (*see graphic*).

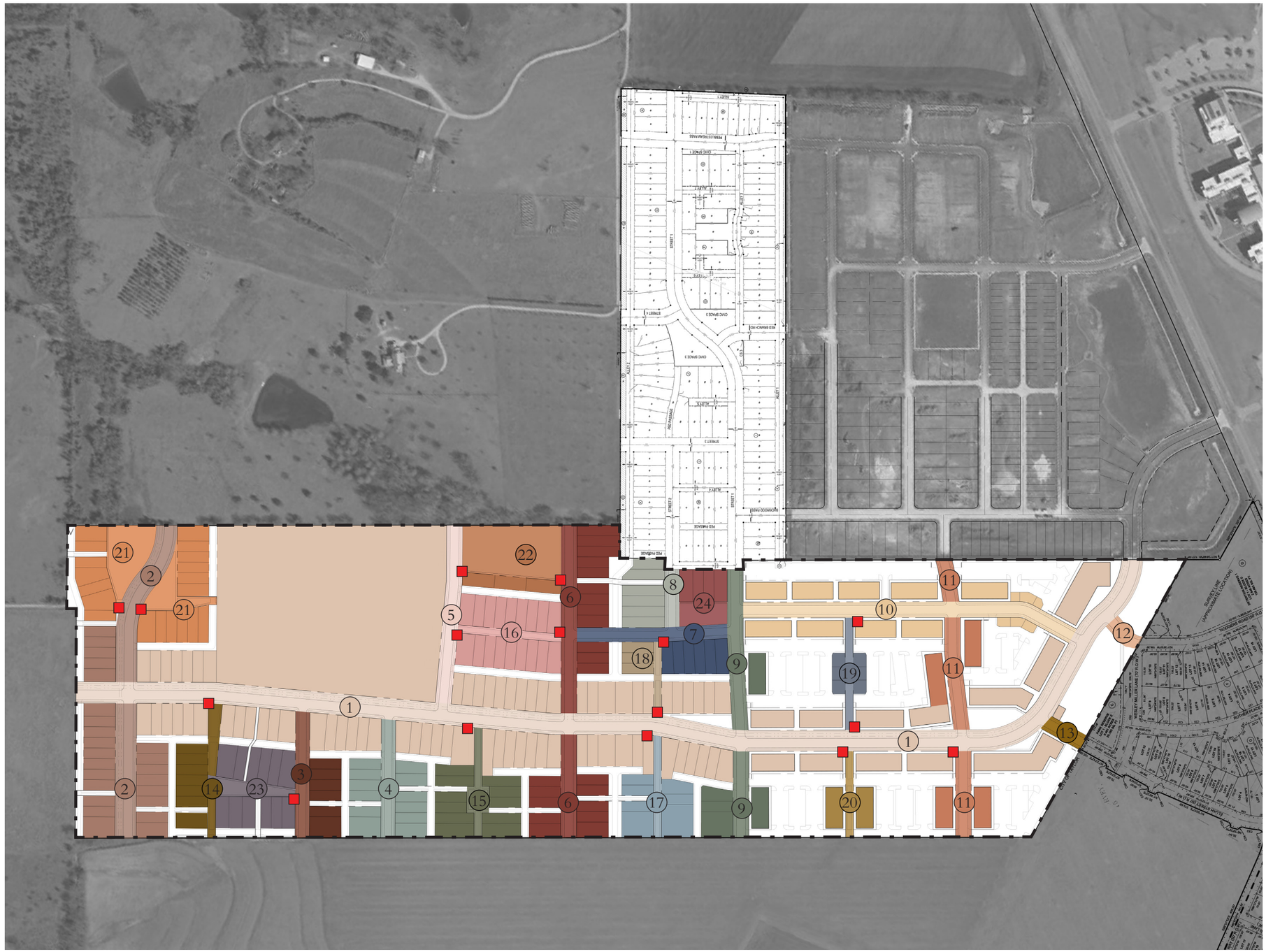
MINIMUM CLEARANCE AROUND A FIRE HYDRANT

7. In places where Fire Apparatus Access Roads dead end at the boundary of the subject property, it is recommended that temporary fire access be provided on a small number of private lots until a permanent Fire Apparatus Access is completed on adjacent properties.



The design is subject to change. Not for construction.

ADDRESSING DIAGRAM



Thoroughfare Names & Key

- Subject Property
- 1 Wesley Miller Lane
- 2 _____ Boulevard
- 3 _____ Street
- 4 _____ Street
- 5 _____ Street
- 6 _____ Street
- 7 _____ Street
- 8 Street 2 (Name to be coordinated with Phase 1)
- 9 Street 1 (Name to be coordinated with Phase 1)
- 10 _____ Street
- 11 Blazed Trail
- 12 Rodgers Road
- 13 Elijah Street
- 14 _____ Path
- 15 _____ Path
- 16 _____ Path
- 17 _____ Path
- 18 _____ Path
- 19 _____ Path
- 20 _____ Path
- 21 _____ Park
- 22 _____ Park
- 23 _____ Park
- 24 _____ Park
- Sign with unit numbers

Notes

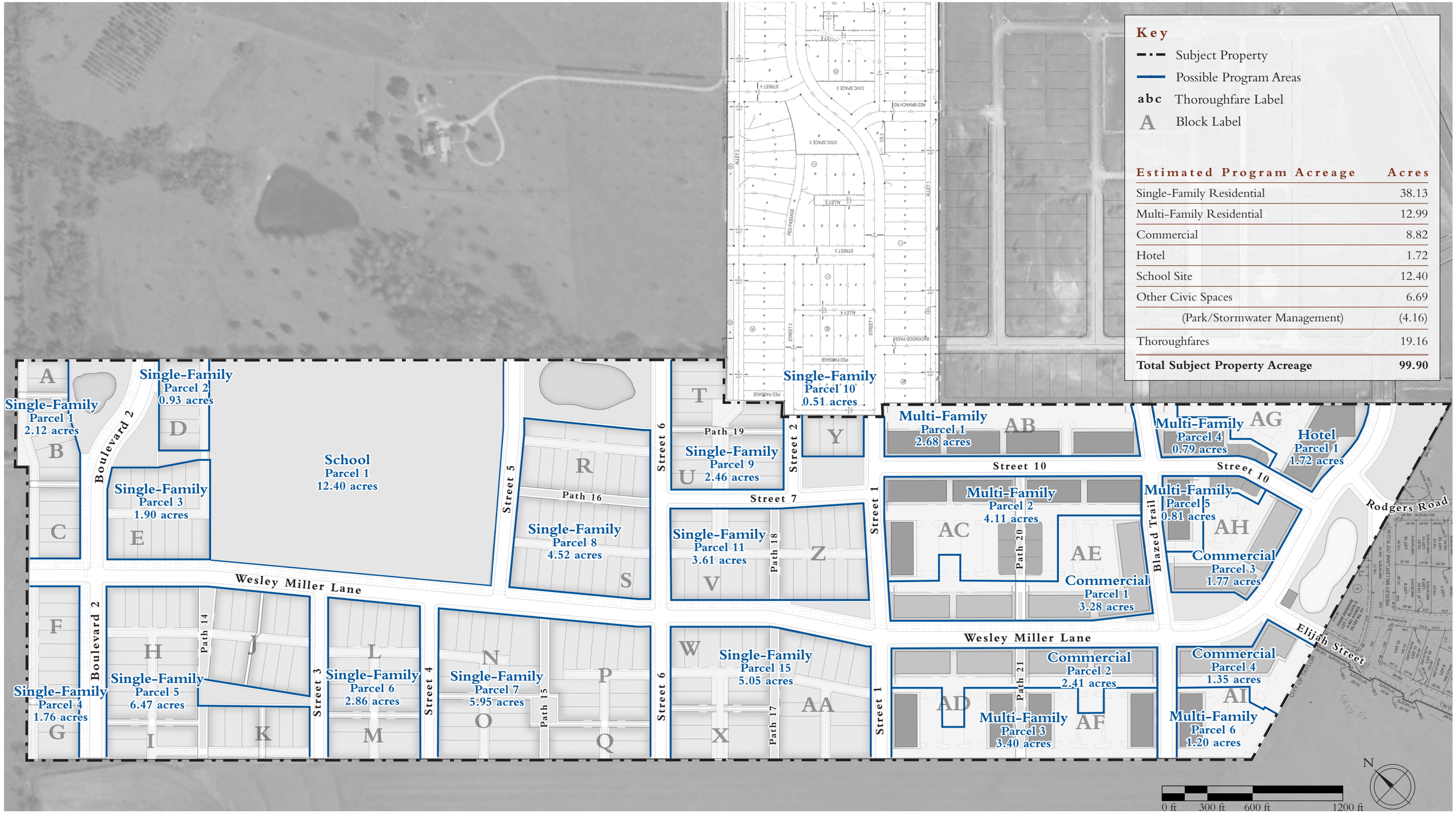
1. *This addressing plan is conceptual and is subject to refinements in future phases.*

N

0 ft 200 ft 400 ft 800 ft

The design is subject to change. Not for construction.

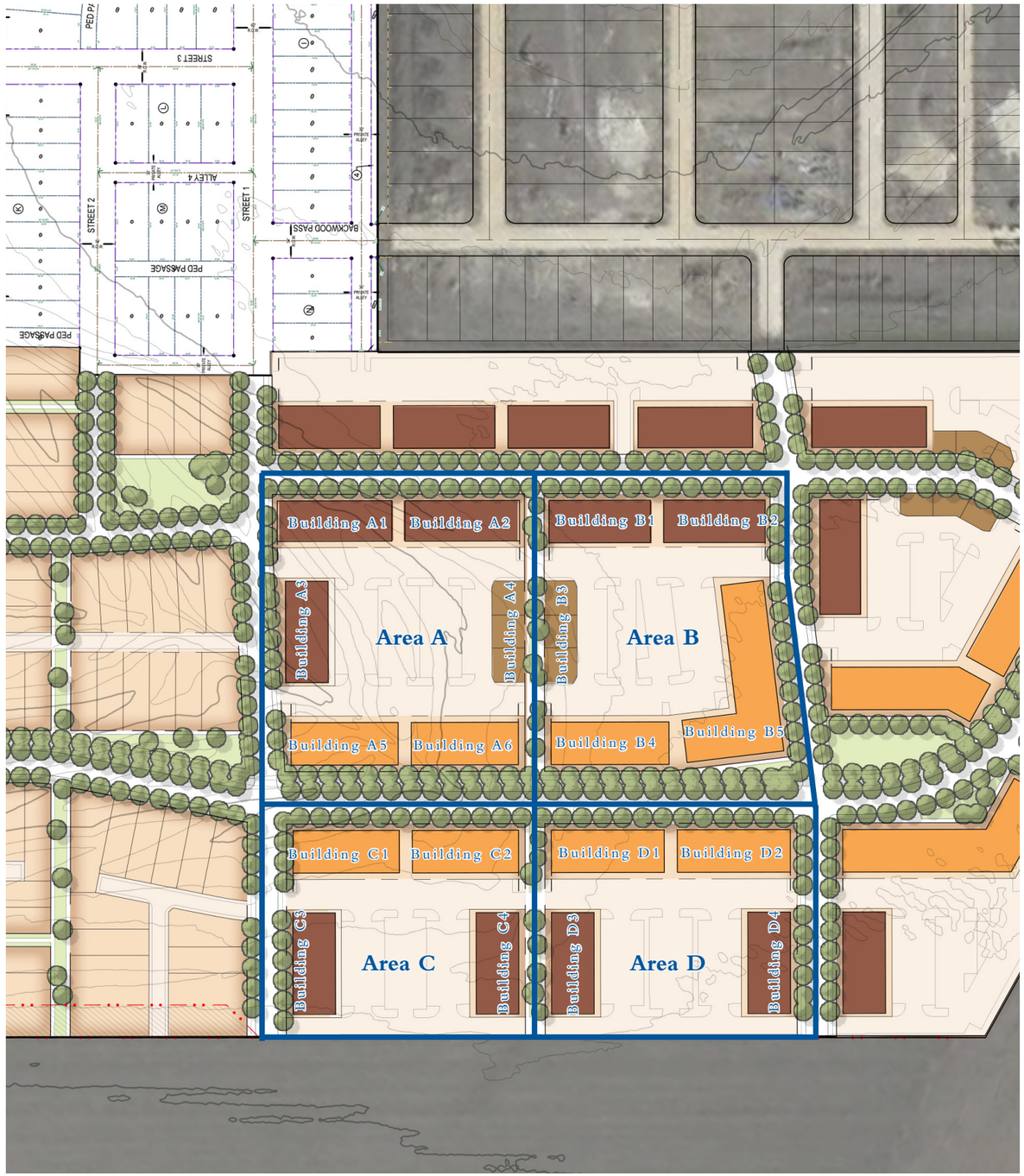
PROGRAM ACREAGE



Estimated Program Acreage	Acres
Single-Family Residential	38.13
Multi-Family Residential	12.99
Commercial	8.82
Hotel	1.72
School Site	12.40
Other Civic Spaces	6.69
(Park/Stormwater Management)	(4.16)
Thoroughfares	19.16
Total Subject Property Acreage	**99.90**

The design is subject to change. Not for construction.

DETAILED PARKING AND PROGRAM



Assumed Parking Ratios		Spaces
Thin Buildings	per unit	1.5
Multi-Family Residential	per unit	1.5
Retail/Restaurant	per 1,000 SF	3.3
Hotel	per key	1

Area A

Large Multi-Family	Program	Spaces
Building A1	24 units	36
Building A2	24 units	36
Building A3	24 units	36
Commercial	Program	Spaces
Building A5	10,600 SF	35
Building A6	10,600 SF	35
Thin Buildings	Program	Spaces
Building A4	3 units	6
Total Requested		**184**
Parking Provided		Spaces
Provided on Street		43
Provided in Parking Lots		165
Provided in Garages		6
Total Provided		**214**
Difference		**+30**

Area B

Large Multi-Family	Program	Spaces
Building B1	24 units	36
Building B2	24 units	36
Commercial	Program	Spaces
Building B4	11,500 SF	38
Building B5	22,500 SF	75
Thin Buildings	Program	Spaces
Building B3	3 units	6
Total Requested		**191**
Parking Provided		Spaces
Provided on Street		48
Provided in Parking Lots		129
Provided in Garages		6
Total Provided		**183**
Difference		**-8**

Area C

Large Multi-Family	Program	Spaces
Building C3	24 units	36
Building C4	24 units	36
Commercial	Program	Spaces
Building C1	10,500 SF	34.5
Building C2	10,500 SF	34.5
Total Requested		**141**
Parking Provided		Spaces
Provided on Street		25
Provided in Parking Lots		113
Total Provided		**138**
Difference		**-3**

Area D

Large Multi-Family	Program	Spaces
Building D3	24 units	36
Building D4	24 units	36
Commercial	Program	Spaces
Building D1	11,200 SF	37
Building D2	11,200 SF	37
Total Requested		**146**
Parking Provided		Spaces
Provided on Street		24
Provided in Parking Lots		116
Total Provided		**140**
Difference		**-6**

Parking counts provided are approximate and assume 10' x 20' spaces with 24' drive aisles. Further refinement will be needed to account for accessible parking, EV parking, dumpster location, etc.

DETAILED PARKING AND PROGRAM

Assumed Parking Ratios		Spaces
Thin Buildings	per unit	1.5
Multi-Family Residential	per unit	1.75
Retail/Restaurant	per 1,000 SF	3.3
Hotel	per key	1

Area E

Large Multi-Family	Program	Spaces
Building E1	24 units	36
Building E2	24 units	36
Building E3	24 units	36
Building E4	24 units	36
Total Requested		**144**
Parking Provided		Spaces
Provided on Street		39
Provided in Parking Lots		124
Total Provided		**163**
Difference		**+19**

Area F

Large Multi-Family	Program	Spaces
Building F1	24 units	36
Hotel	Program	Spaces
Building F3	100 keys	100
Thin Buildings	Program	Spaces
Building F2	3 units	6
Total Requested		**142**
Parking Provided		Spaces
Provided on Street		32
Provided in Parking Lots		93
Provided in Garages		6
Total Provided		**131**
Difference		**-11**

Area G

Large Multi-Family	Program	Spaces
Building G1	24 units	36
Commercial	Program	Spaces
Building G3	15,000 SF	49.5
Building G4	13,300 SF	43.5
Thin Buildings	Program	Spaces
Building G2	3 unit	6
Total Requested		**135**
Parking Provided		Spaces
Provided on Street		48
Provided in Parking Lots		97
Provided in Garages		6
Total Provided		**151**
Difference		**+16**

Area H

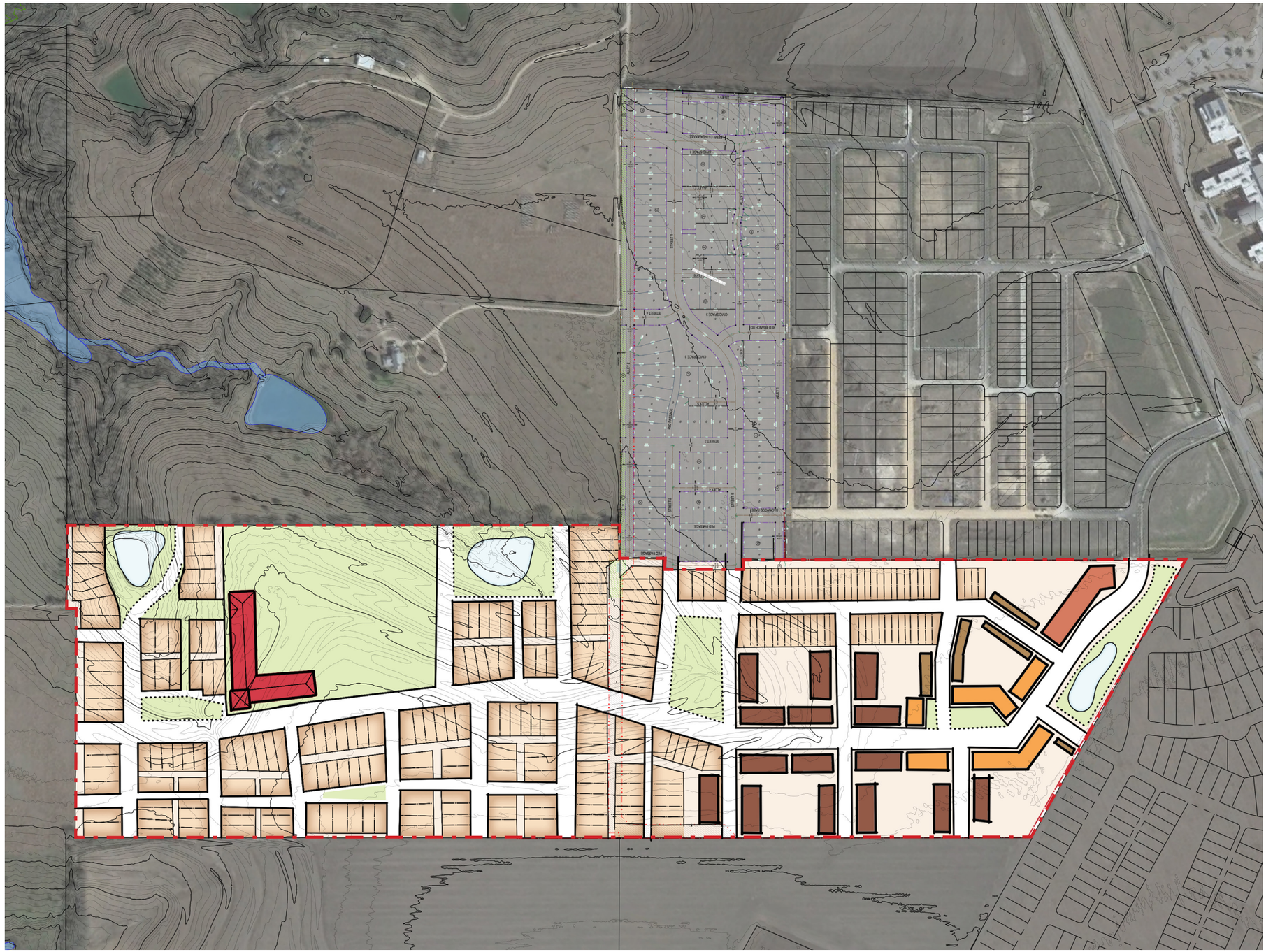
Large Multi-Family	Program	Spaces
Building 8a	24 units	36
Commercial	Program	Spaces
Building 8b	24,000 SF	79
Total Requested		**115**
Parking Provided		Spaces
Provided on Street		23
Provided in Parking Lots		121
Total Provided		**144**
Difference		**+29**

Parking counts provided are approximate and assume 10' x 20' spaces with 24' drive aisles. Further refinement will be needed to account for accessible parking, EV parking, dumpster location, etc.

X. Appendix

The Appendix chapter provides additional information for reference that is not directly related to the content of the Neighborhood and Employment Center Plans. This primarily includes description of the design process that resulted in this document.

Charrette Plan Iterations X.2



Key

Subject Property

Residential

Single-Family Detached	229 Units
Townhouses	20 Units
Thin Buildings	25 Units
Large Multi-Family Buildings	360 Units
Total Residential	**639 Units**

Commercial

Retail	63,000 SF
Hotel	100 Rooms

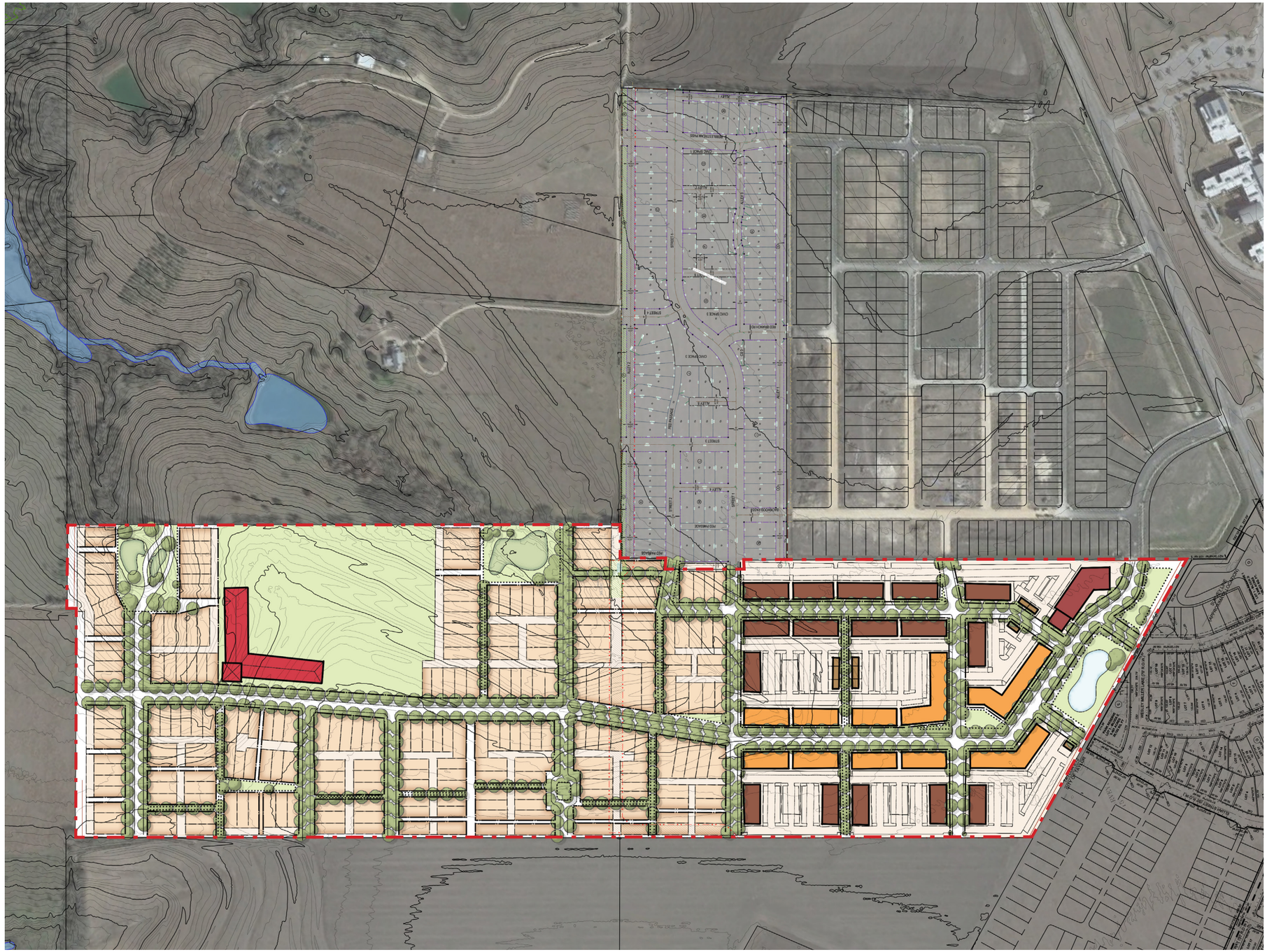
Civic

School Site	12.2 acres
Civic Spaces	8.1 acres
Total Civic	**20.3 acres (20.3%)**

N

0 ft 200 ft 400 ft 800 ft

CHARRETTE PLAN - FRIDAY, AUGUST 2



Key

Subject Property

Residential

Single-Family Detached	237 Units
Thin Buildings	10 Units
Large Multi-Family Buildings	360 Units
Total Residential	**639 Units**

Commercial

Retail	149,000 SF
Hotel	100 Rooms

Civic

School Site	11.9 acres
Civic Spaces	5.9 acres
Total Civic	**17.8 acres (17.8%)**

N

0 ft 200 ft 400 ft 800 ft

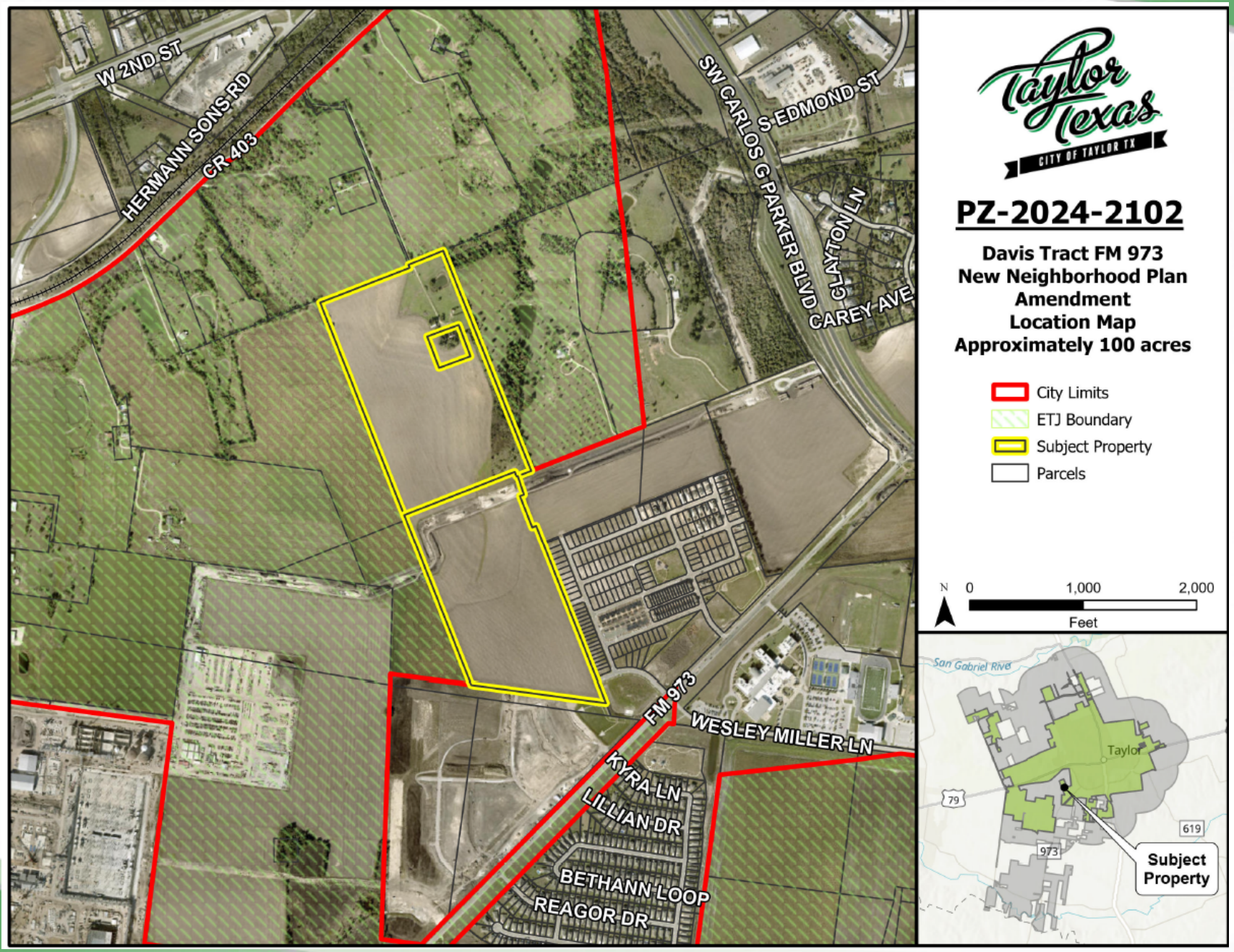
PZ-2024-2102

Neighborhood Plan
Davis Tract Phase 2 Amendment

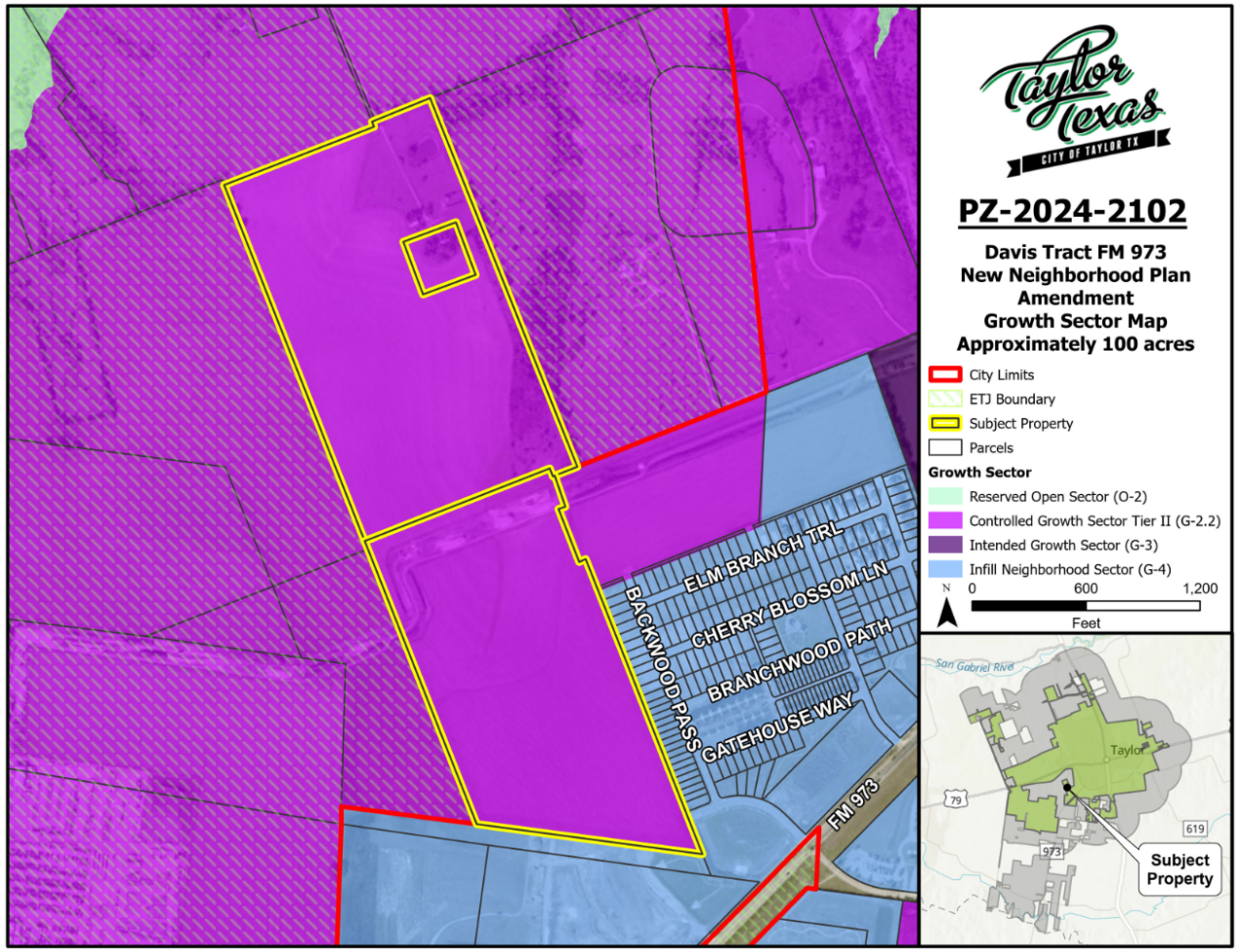
Development Process

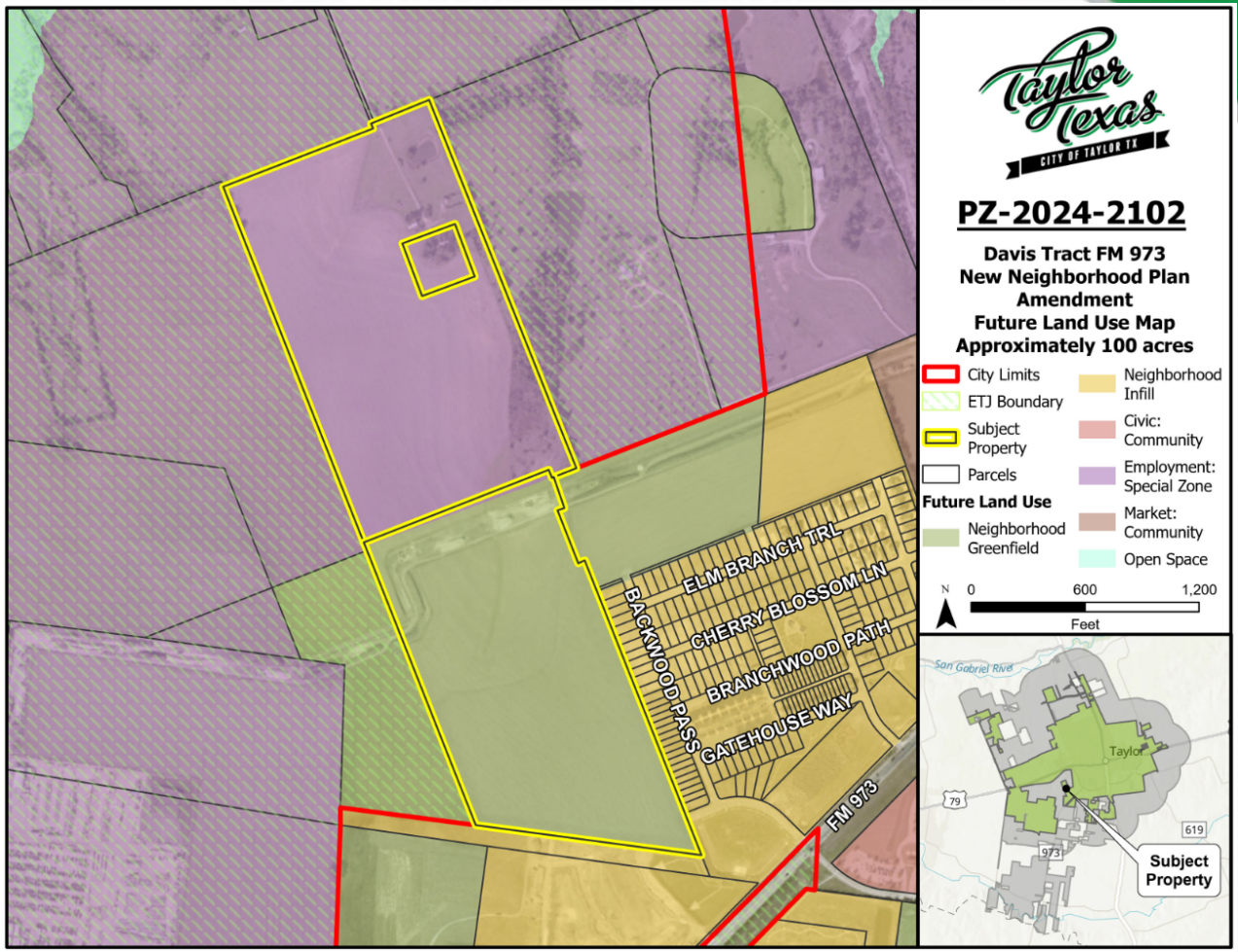
1. **Comprehensive Plan Amendment** – Changes to the Growth Sector, Future Land Use, or Transportation Master Plan. Can also be actions to amend the Comp. Plan to fulfill an Implementation Strategy.
2. **Plan and/or Place Type Designation** – Projects 2.5 acres and greater will go through an Employment Center, Neighborhood, or Infill Neighborhood Plan to layout new Centers or Neighborhoods and allocate Place Type Zoning Districts.
3. **Preliminary Plat** – Division of land into lots (identifying lot boundaries, streets, easements, etc.).
4. **Subdivision Improvement Plans** – Public Infrastructure Plans (Water, Sewer, Drainage).
5. **Final Plat** To be recorded after approved and accepted infrastructure improvements.
6. **Site Development Plans** – Engineered or surveyed drawings depicting proposed development on a lot(s).
7. **Building Permit** - Layout of building(s) on lot(s) and detailed construction drawings.

Location Map



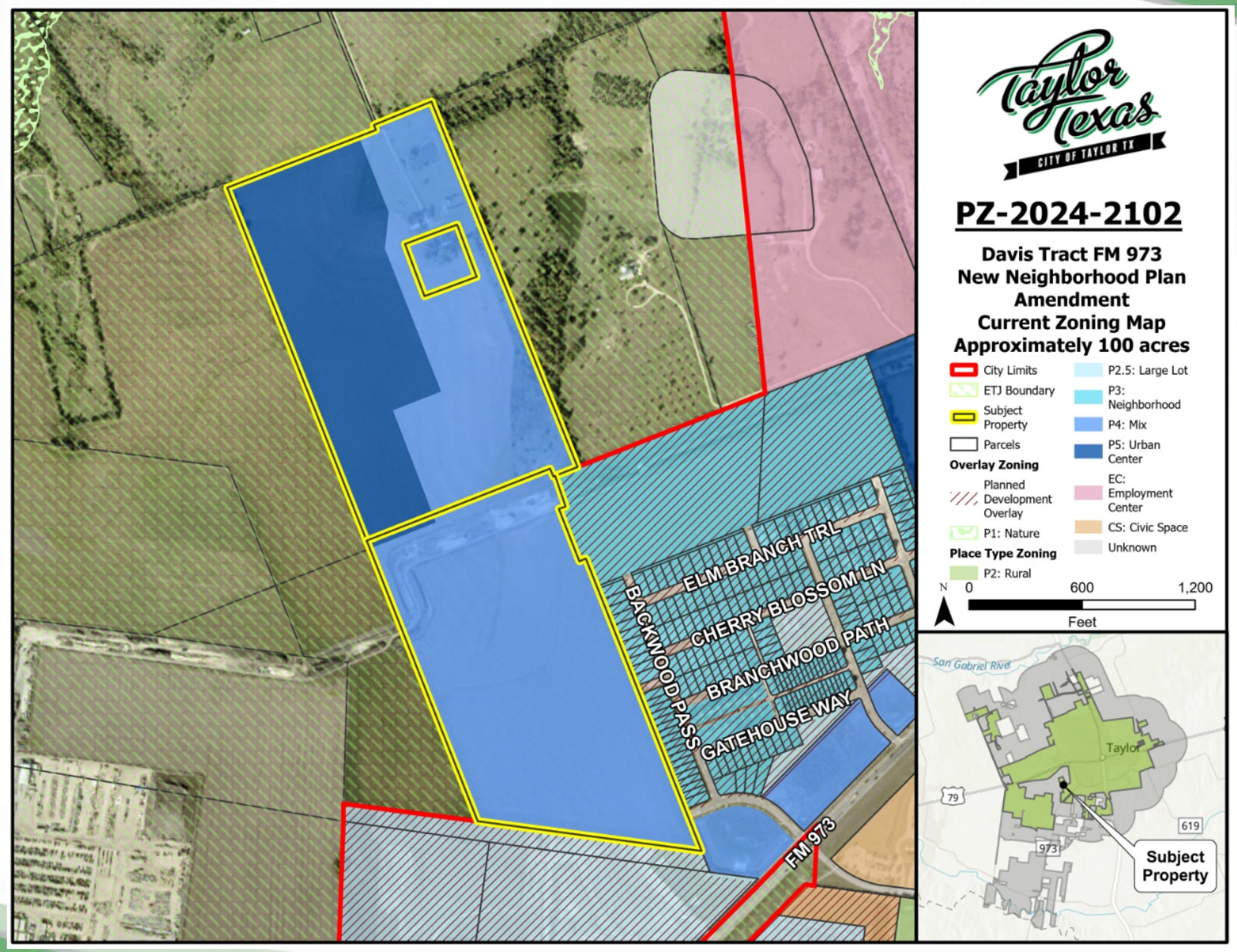
Growth Sector & Future Land Use Maps





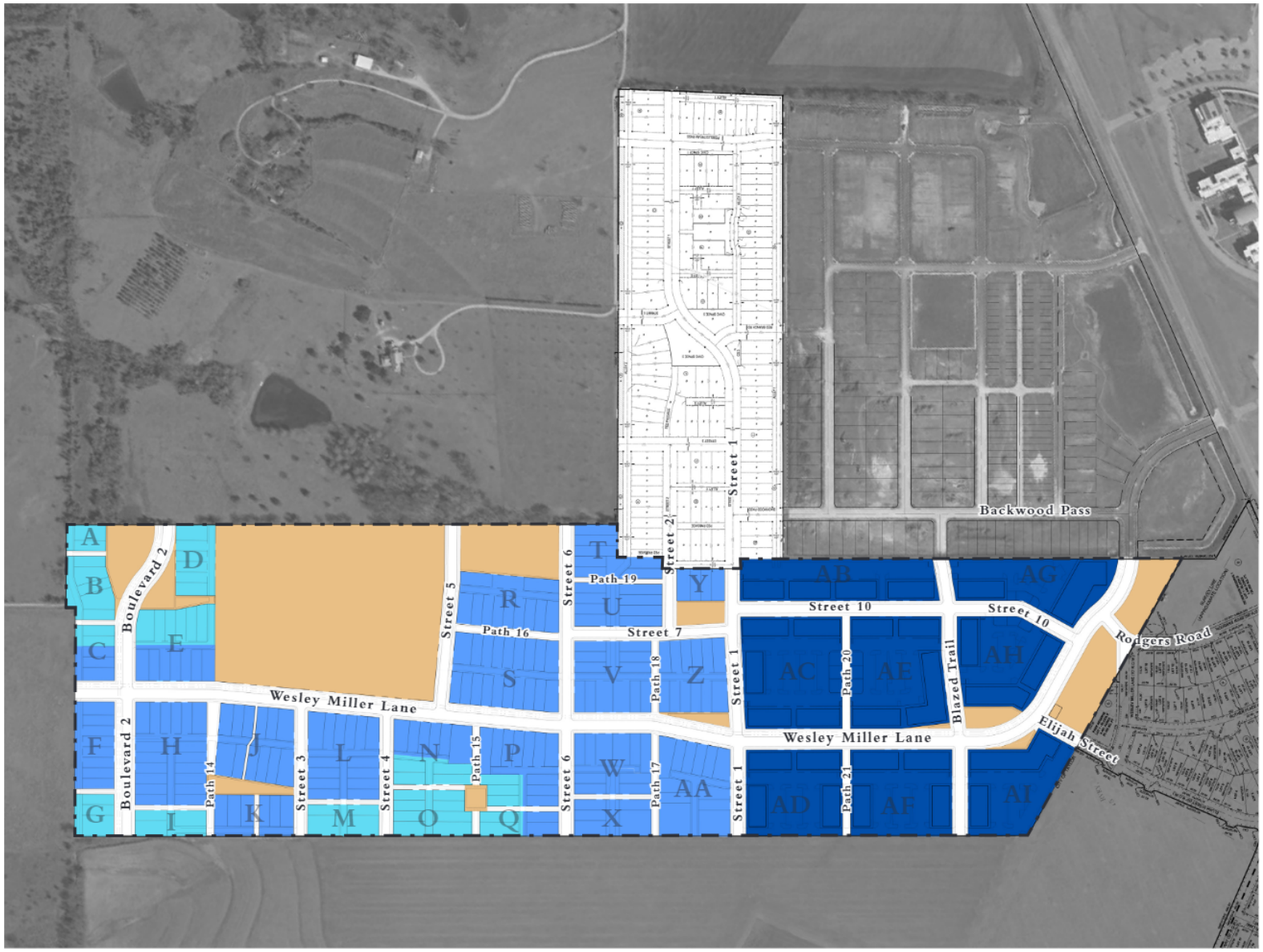
Taylor Texas
CITY OF TAYLOR TX

Existing Zoning Map



Regulating Plan

REGULATING PLAN



Key

- Subject Property
- P3
- P4
- P5
- CS

General Standards

1. *A Warrant is recommended to allow for a P1 (Nature) ratio of zero percent (0%) given that the subject property is neither adjacent to nor includes land which falls within the LDC's definition of Nature (lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. P1 is intended to preserve areas that contain sensitive habitats, active or passive open spaces, parks and limited agriculture uses. Nature includes floodplains, creeks tributaries and other waterways.).*
2. *A Warrant is recommended to allow for a lower ratio of P4 (Mix) given that the subject property dedicates a 12-acre site for a public school—a facility which will benefit the community at large. With the school site, the subject property generously exceeds the minimum requirements for civic space allocation percentages.*

Illustrative Master Plan

ILLUSTRATIVE MASTER PLAN WITH PROGRAM SUMMARY

Key

Subject Property

Residential

Single-Family Detached	235 Units
Subtotal Single-Family	**235 Units**
Large Multi-Family (16 Buildings)	384 Units
Thin Buildings	12 Units
Subtotal Multi-Family	**396 Units**
Total Residential	**631 Units**

Non-Residential

Commercial	151,000 SF
Hotel	100 Keys

Proposed Warrants/Variances

i. A Warrant is recommended to allow for a P1 (Nature) ratio of zero percent (0%) or 0 acres instead of the required five percent (5%) or 5 acres, given that the subject property is neither adjacent to nor includes land which falls within the LDC's definition of Nature (lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation).

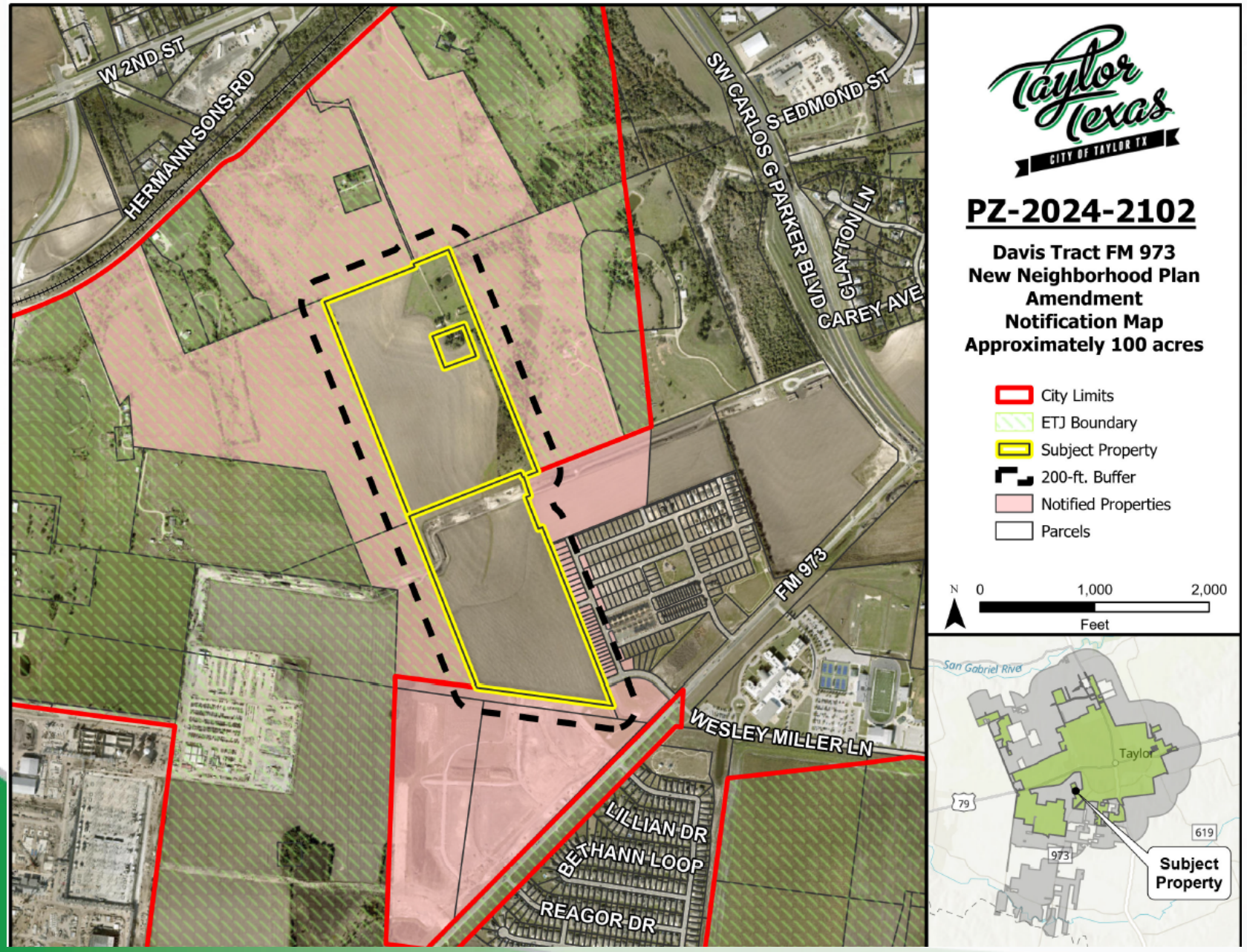
ii. A Warrant is recommended to allow for a lower P4 (Mix) ratio of 35.7% or 27.7 acres instead of the required 40-60% or 40 to 60 acres, given that the subject property dedicates a 12-acre site for a public school—a facility which will benefit the community at large. With the school site, the subject property generously exceeds the minimum requirements for civic space allocation percentages.

iii. A warrant is recommended for Block AB to allow for a block length longer than 800 feet,(without being divided by a pedestrian Front Thoroughfare or Civic Space along that length. The previously approved in the Davis Tract -Phase 2 PD standards allowed for a maximum block length of 800 feet long but only if it is divided by a pedestrian Front Thoroughfare or Civic Space along that length) given that the already in place Block size exceeds this maximum and additional thoroughfare connections are impractical.

iv. A warrant is recommended to allow for a 282-foot minimum horizontal inside radius on Community Boulevards to allow for walkable streets with commercial frontage, where pedestrian activity is the highest.

v. A Variance is recommended to allow for Block length standards which conform to those prescribed in the previously approved Davis Tract – Phase 2 PD Standards. These Block length standards are as follows: Blocks shall be a maximum of 600 feet in any direction. Blocks shall be bounded by vehicular Front Thoroughfares. A Block may be a maximum of800 feet long if it is divided by a pedestrian Front Thoroughfare or Civic Space along that length.

Notification Map



- 13 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received zero (0) responses in opposition or approval of the request from the notified parties.

P&Z Recommendation

At their September 10, 2024, meeting the Planning & Zoning Commission recommended **Approval** of the proposed Neighborhood Plan referred to as Davis Tract Phase Two Amendment with the stipulated warrants and variances.

City Council Meeting
September 26, 2024
Transmittal Letter

STRATEGIC PILLAR
Economic Vitality

Agenda Item Number: 10.

Agenda Title: **Receive the Chamber of Commerce Report and the Hotel Occupancy Tax Budget presentation.**

Council Action to be Taken: Approve report and budget as presented.

Department Submitted: City Management

Staff Contact: Jeffery Jenkins, Deputy City Manager
Tia Stone

1. PURPOSE / DESCRIPTION

The purpose of this agenda item is to receive a report from the Taylor Chamber regarding hotel occupancy tax activities and to hear a presentation concerning the hotel occupancy tax budget the Chamber administers each year. The budget focuses on the administration of the Hotel Occupancy Tax grants for the time period of October 2024-September 2025. The next year of the contact 2025-2026, can be approved administratively, as long as it's consistent with previous budgets.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Chamber of Commerce prepares a written report annually regarding the description of the activities undertaken by the Chamber to benefit the City and how hotel occupancy tax funds (HOT) were spent promoting Taylor and boosting tourism opportunities. The Chamber will be presenting this report to the City Council.
Additionally, the Chamber will provide how they plan to budget using the $50,000 HOT funds over the next year.

3. PROS and CONS

PROS	CONS
• Assists with promoting Taylor and provides for tourism	• NA

• Administers the HOT fund grants	

4. RECOMMENDATION

Approve Report and Budget as presented.

5. FUNDING SOURCE

The City budget includes providing for up to $50,000 in Hotel/Motel Occupancy Tax revenue to the Chamber to administer as outlined by state law and by contractual agreements. This report provides details as to how these funds have been spent.

6. TIMELINE

Agreement and budget continues for the next year. Administrative review of the budget next year.

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. 22-24 24-26 Budget HOT Powerpoint

2024-2026 HOT budget

Tia Rae Stone, GTCCVC President

Hotel Occupancy Tax

- City collects 7% on the total price of a guest room or sleeping facility (hotels, vacation rentals, etc). Expenditures MUST meet two-step process

  #1 **Benefit the hotel/motel or convention industry**

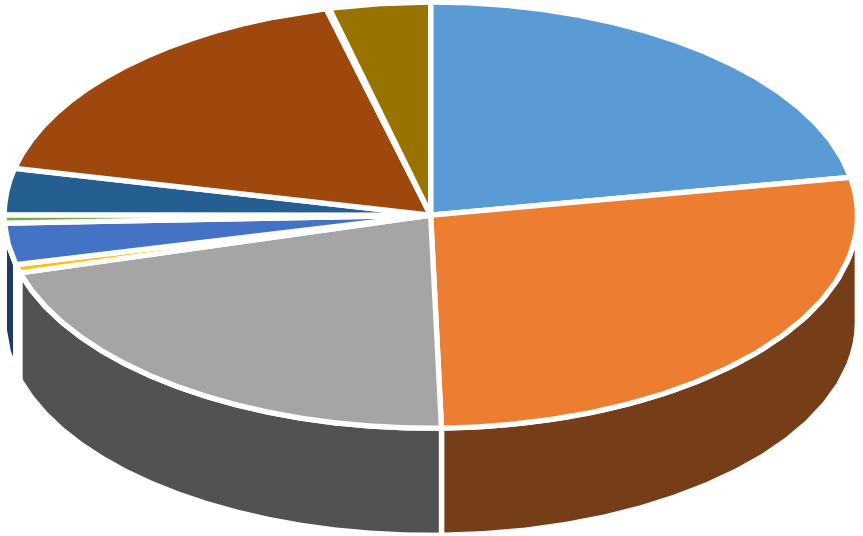
  AND

  #2 Be spent under one of nine categories

- 25%+ Amount of levy City retains
- 75% up to $50K Transferred to the Chamber per contract
- 30% Amount Chamber can use for admin

HOT 2022-24 Budget
$50,000/annually

- **Administration 30%** Chamber administration of HOT contract.
- **Remodel 37%**
- **Grants 28.5%**
- **Moody Passport 0.85%**
- **Tour Texas 4.25%**
- **Strategic Plan 23.7%**
- **Training 0.8%**
- **Visitation Dashboard 4.7%**
- **Dues 5%**
- **Postage 0.16%**

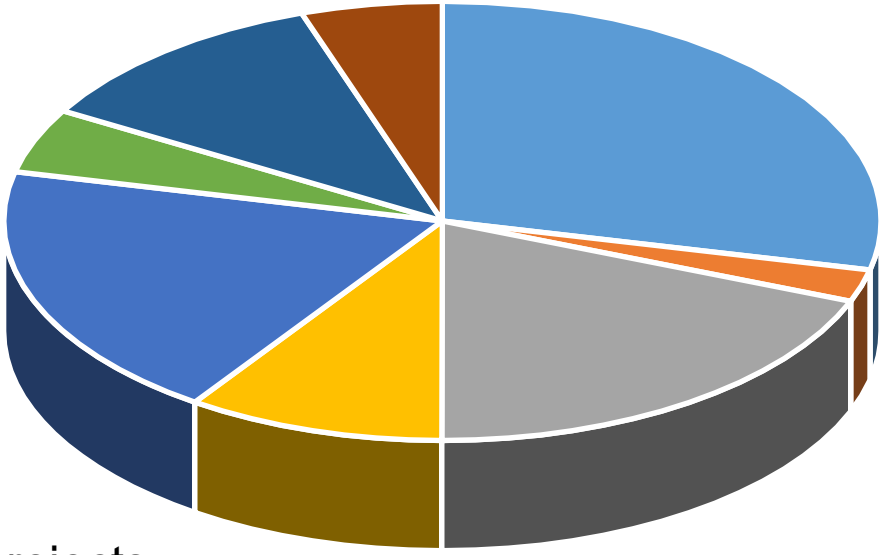


Tourism Updates

- Hired Cygnet Strategies to help form community's tourism strategic plan. First report included, what can be found online about Taylor AND some secret shopping.
  - Found known and solvable issues with amount and accuracy of online information.
  - Gave HUGE kudos for Taylor's culture based on conversations with, primarily, downtown and OTH businesses
- Next step is surveys – online and with stakeholders
- After that, meetings with tourism planning group
- Final report should be available in January

HOT 2024-26 Budget
$50,000/annually

- **Administration 30%** Chamber administration of HOT contract.
- **Misc. Printing 2.5%**
- **Grants 20%**
- **Advertising 10%**
- **Strategic Plan 20%**
- **Dan Moody Bronze 5%**
- **TRP & Downtown Projects 12%**
- **Dues 5.46%**
- Leaves about $20K to use for other projects



City Council Meeting September 26, 2024 Transmittal Letter

STRATEGIC PILLAR
Economic Vitality

Agenda Item Number: 11.

Agenda Title: **Consider renewal of the Publicity and Tourism Agreement with the Taylor Chamber of Commerce.**

Council Action to be Taken: Approve agreement.

Department Submitted: City Management

Staff Contact: Jeffery Jenkins, Deputy City Manager

1. PURPOSE / DESCRIPTION

The agreement with the Taylor Chamber of Commerce, to administration a portion of the City's Hotel/Motel Occupancy Tax, expires September 30, 2024. Funding provided to the Chamber from HOT funds is used to provide grants for organizations offering tourism-based events. There is a cap of $50,000 annually on the amount of hotel occupancy tax funds provided to the Chamber in this agreement.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

This agreement is a partnership to focus on tourism and to assist the City with funding towards organizations offering tourism-based events in Taylor. The Chamber provides administrative assistance by managing the grant program and closely monitoring the impact after the event occurs.
The Chamber provides additional advertising and promotion of the City of Taylor through their overall operation and managing the Visitors Center. The goal is to increase tourism and the visibility of Taylor, to directly impact the tourism income to benefit the overall community.

The agreement contains some modifications from the previous version in 2022-2024. Here are the highlights of these modifications:

- General terms - Removed language deducting hotel tax generated by sporting events. Better to use total number and methodology to deduct has never been used
- Highlighted section 3.1-allows for administrative approval of the budget during non-

contract years, as long as it is consistent with past budgets.

- 3.1 2C Provides for the Chamber to commission a tourism study to look at current trends and identify any new best practices.
- 3.3 Provides for additional reporting every six month between the Chamber and the City Manager's designee
- Date changes, and officer changes

3. PROS and CONS

PROS	CONS
• Provides for administration of the Hotel Occupancy Grant program	• NA

4. RECOMMENDATION

Approve agreement.

5. FUNDING SOURCE

Hotel Occupancy Tax funds agreement $50,000; additional funds to assist $10,000 in City budget to partner with the tourism study

6. TIMELINE

Agreement in place October 2024-September 2026

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. Chamber Agreement Redlined
2. Chamber HOT Agreement 2024-2026 final
3. Publicity and Tourism Agreement

STATE OF TEXAS COUNTY OF WILLIAMSON

§

§ KNOW ALL MEN BY THESE PRESENTS:

§

PUBLICITY AND TOURISM AGREEMENT

This Publicity and Tourism Agreement ("Agreement") is made by and between the City of Taylor, Texas, a Texas Home Rule Municipal Corporation, (referred to herein as the "City") and the Taylor Chamber of Commerce, a Texas non-profit corporation organized and existing under the laws of the State of Texas, (referred to herein as "Chamber of Commerce"). The City and the Chamber of Commerce are also referred to collectively in this Agreement as the "Parties" and singularly as "Party". The Parties have entered into other Publicity and Tourism Agreements prior to the date of this Agreement. However, the Parties intend that this Agreement will supersede and replace all previously adopted and finalized Publicity and Tourism Agreements in their entirety.

RECITALS

WHEREAS, V.A.T.S. Tax Code, Chapter 351, entitled Local Hotel Occupancy Tax, provides that a hotel/motel sleeping room tax of seven percent (7%) may be collected by cities, and that the proceeds from such tax may be used for promotion of tourism, in support of the arts, historical preservations and other purposes as set out in the statute as now written and as may be amended, and the City has been and is collecting the tax; and

WHEREAS, the City, acting under the authority granted to it under state statutes and its Home-Rule Charter, has theretofore enacted a local hotel/motel occupancy tax on occupants of hotels and motels within the City and its extraterritorial jurisdiction; and

WHEREAS, the City desires to use a portion of the revenue generated from the hotel/motel occupancy tax to promote tourism in the City and to publicize activities and special events occurring in and around the City; and

WHEREAS, the Chamber of Commerce has expressed a desire to establish ongoing programs to promote tourism in and around the City, and desires to work with the City to accomplish this goal; and

WHEREAS, the City, has determined that it desires to work with the Chamber of Commerce toward the mutual goal of promoting tourism in and around the City; and

WHEREAS, the City has determined the Chamber of Commerce is an organization that is able to receive information from the public concerning promotion of tourism in the Taylor area, and that the Chamber of Commerce is able to summarize the input received from the public in this regard and to present that information to the City Council for its consideration; and

WHEREAS, the City desires to periodically receive from the Chamber of Commerce information concerning requests of local businesses and organizations so that the City may evaluate the information when budgeting for expenditures related to publicity for the City, and for promoting tourism in and around the City; and

WHEREAS, in consideration of their mutual desire to promote tourism and to attract visitors to the City, the Parties desire to contract for the management and supervision by the Chamber of Commerce for programs and activities funded with revenue from the hotel/motel occupancy tax.

NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS TO BE PERFORMED BY THE PARTIES AND OTHER VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED THE PARTIES AGREE TO THE FOLLOWING:

I.

GENERAL TERMS

As more specifically detailed herein, the Parties generally agree to the following basic terms:

1) In conformity with the Texas Tax Code, Chapter 351 and the City ordinances pertaining thereto, the City shall collect the hotel/motel occupancy tax. The City shall provide by payment to the Chamber of Commerce seventy-five per cent (75%) of hotel/motel taxes collected by the City, but such amount shall not exceed and shall be limited to Fifty Thousand Dollars ($50,000.00). ~~All hotel/motel taxes derived from sporting events shall be excluded from payment to the Chamber and such hotel/motel taxes shall be retained by the City~~. The payments to the Chamber of Commerce shall be made monthly within fifteen (15) days of receipt of the tax by the City. ~~The City will develop a methodology for the revenue amount from sporting events.~~

2) The Chamber of Commerce shall expend the tax revenue disbursed under this Agreement for the exclusive purpose of advertising and conducting solicitations and programs to attract tourists and visitors to the City and its vicinity, as provided by the Texas Tax Code Chapter §351.101(a). All such revenues shall be expended in a directly enhancing and promoting tourism and the hotel industry in the City and the immediate vicinity.

3) During the term of this Agreement, the Chamber of Commerce may request additional hotel/motel tax revenue funds for special projects in excess of the funds allocated to it in this Agreement. The City shall retain sole discretion in granting or denying additional funds requested by the Chamber of Commerce.

II.

SERVICES TO BE PERFORMED BY THE CHAMBER OF COMMERCE

Section 2.1 LOCAL ORGANIZATIONS'/BUSINESSES' REQUESTS FOR FUNDING:

The Parties agree that the Chamber of Commerce shall meet with members of the Taylor community to receive information from them, related to their requests for assistance from the City for promotion of business and/or

publicity related to various local events and activities. Subsequently, on an annual basis, the Chamber of Commerce will coordinate with the City Manager to attend a regularly scheduled City Council meeting to present a written update on the information the Chamber of Commerce has gathered from the Taylor community and with year-to-date budget, income, and expenditure information. The Parties agree that if and when entities, businesses or individuals in the Taylor community request an audience for presentation of information to the City concerning promotion of tourism or special events or activities, the City may refer these entities, businesses, and individuals to the Chamber of Commerce and the Chamber of Commerce shall schedule time to receive a presentation from the requesting entity.

Section 2.2 PROMOTION OF TOURISM:

The Chamber of Commerce shall perform services related to advertising and promoting tourism for the visitor market, from which the City derives direct tourist income benefit.

The Chamber of Commerce agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and meetings/conventions to the City and the local area by: publishing and distributing brochures and community information packets through traditional means as well as incorporating electronic media and emerging technologies; advertising in various tourists publications and general media publications as appropriate; representing the City at travel shows and other such events; participating with state and regional agencies in tourist development programs of benefit to the local area and to the City; and, using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City.

The Chamber of Commerce further agrees that it will: seek to achieve economic benefits for the City through all such activities; provide tourist-related information about the City, upon request; and serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

Section 2.3 STAFFING:

The Chamber of Commerce shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. The Chamber of Commerce shall further provide office space, equipment, supplies and other materials necessary to accomplish the purposes of this Agreement.

It is expressly understood and agreed by and between the Parties that the Chamber of Commerce is hired and engaged as an independent contractor and is not an officer, agent, or employee of the City.

III.

BUDGET AND PERFORMANCE REVIEW Section

3.1 BUDGET PROCESS:

During the third quarter for ~~contract~~ contract year of this Agreement term, the Chamber of Commerce shall provide to the City a proposed budget for the upcoming year outlining the amount of hotel/motel occupancy tax revenue it expects to receive and how it will be expended. The proposed budget will then be considered and either rejected or approved by the City Council, in writing, in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the Parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber of Commerce with respect to expenditures of revenue provided.

For the budget year, when the contract is not under review, the Chamber will present the budget to the City Manager or his/her designee. The City designee can administratively approve the budget, if its consistent within the scope of usage for Hotel Occupancy tax funds and meets this agreement.

~~For the budget year when the contract is not under review, the Chamber will present the budget to the City Manager or his/her liaison~~. ~~The liaison can administratively approve the budget, as long as its within the scope of usage for Hotel Occupancy Funds.~~

The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of local hotel/motel occupancy tax revenue it has received and, upon request of the City Council or other person acting on behalf of the City Council, shall make the records available for inspection and review. The Chamber of Commerce shall maintain the revenue provided from the local hotel/motel occupancy tax in a separate account established for that purpose and shall not commingle that revenue with any other monies of the Chamber of Commerce.

It is understood and agreed by and between the Parties that hotel/motel occupancy tax funds may be spent by the Chamber of Commerce for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, directly related to the promotion of tourism. The portion of the total administrative costs for which hotel/motel occupancy tax revenues are expended may not exceed the actual administrative costs for the activities, nor may the administrative expense exceed thirty percent (30%) of the Fifty Thousand Dollar ($50,000.00) per annum revenue cap of hotel/motel occupancy tax paid by the City to the Chamber of Commerce. Payments received beyond this cap shall not be eligible for any additional administrative cost offset. The limit of Chamber administrative cost expenditures utilizing hotel/motel occupancy tax revenues may not exceed fifteen thousand dollars ($15,000.00) per annum. The administrative cost, once approved in the budget as provided herein, may be transferred into a separate Chamber of Commerce account.

Section 3.2 PERFORMANCE EVALUATION/STANDARDS:

1) Hotel Occupancy

a) The Chamber will work with its tourism committee, over the next two years, to identify the best method and practices to measure hotel occupancy and related data within the City of Taylor.

2) Outputs & Activity:

a) As a cost measure, the Chamber hereby agrees to have a financial audit performed effective fiscal year 2016 and every three (3) years thereafter while an informal audit shall be performed annually. These services are to be performed by a Certified Public Accountant in the State of Texas.

b) The City shall be provided annual reports with itemized counts of products and materials distributed by the Chamber to determine proper distribution. Such products and materials shall include examples of pamphlets and brochures, circulation information and any data pertinent to purchased advertising.

~~b)~~c) During the term of this agreement, the Chamber will commission a tourism study, which will look at current trends and events and what are some best practices moving forward with usage of the Hotel Occupancy Tax funds. The City designee will work closely with the Chamber on the study and serve as a committee member if a committee is created.

3) Additional Requirements for City Consideration:

a) The City may conduct an economic analysis for a comprehensive understanding of direct and indirect revenues introduced into the local economy from sporting activities (i.e. hotel tax, sales tax, tourism, retail, etc.)

b) The information obtained may be shared with third parties in the development community, with the public and with community leaders.

Section 3.3 REPORTING:

The Chamber of Commerce shall prepare a written report for submission to the City Council on an annual basis, during the month of September. The report shall include, but are not limited to, the following information:

1) a description of the activities undertaken by the Chamber of Commerce to benefit the City during the preceding quarter which shall include a Post Event Report Form for each activity receiving Hotel Motel Funds.

2) an updated financial statement that indicates how the Chamber of Commerce has expended hotel/motel occupancy tax funds provided by the City on the development of tourism and promotion of local events and on activities, businesses, and organizations, pursuant to the Chamber of Commerce's annual tourism budget as previously approved by the City Council; and,

3) Other information the City Council may request after the reports is presented to ensure City Councils' understanding of the activities undertaken by the Chamber of Commerce in performance of the terms of the Agreement.

~~4)~~ The terms and criteria in Section 3.2 Performance and Evaluation, Outputs and Activity, and additional requirements for City consideration shall be monitored by the City Manager or their designee. ~~.~~

All reports and records related to hotel/motel occupancy tax funds shall be maintained and available to the City for a period of five

(5) years after receipt of approval from the City.

Additional Reporting:

Every six months, the Chamber of Commerce will provide reports and update the City Manager's staff designee regarding the budget, performance, reporting and overall efforts as described in this agreement.

IV.

TERM AND TERMINATION

This Agreement shall begin the 1st day of October 2024~~2~~ and shall terminate at midnight on the 30th day of September 2026~~4~~. In the event either Party fails to abide by any of the terms of this Agreement the non-defaulting party shall furnish a thirty (30) day prior written notice of the default and opportunity to cure to the defaulting Party. The defaulting Party shall have thirty (30) days from the date of the notice to cure the default and if the default is cured within the thirty (30) day cure period this Agreement shall remain in full force and effect. Failure of the defaulting Party to cure the default within the thirty (30) day cure period shall result in termination of this Agreement ninety (90) days from the date of the default notice was given by the non-defaulting Party to the defaulting Party or September 30, whichever occurs first.

v.

NOTICES

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed to:

City of Taylor Attn: City Manager

400 Porter Street Taylor, Texas 76574

Taylor Chamber of Commerce Attn: President

1519 North Main Street Taylor, Texas 76574

With a copy to:

Taylor Chamber of Commerce

Attn: Chairman-Board of Directors 1519 North Main Street

Taylor, Texas 76574

VI.

ASSIGNMENT

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or contracting for joint promotion with other agencies.

VII.

VENUE AND JURISDICTION

This Agreement shall be subject to the laws and statues of the State of Texas, and venue, jurisdiction and performance shall be in Williamson County, Texas.

VIII. INDEMNITY

The Chamber of Commerce agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability for negligence and willful misconduct of the Chamber of Commerce, including without limitation, all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or from damage to any property, arising from or in connection with the operations of the Chamber of Commerce, its officers, agents, and employees carried out in furtherance of this Agreement. The Chamber of Commerce shall carry or cause to be carried public liability insurance in the amount(s) of: THREE HUNDRED THOUSAND AND N0/100 DOLLARS ($300,000.00) for each person; THREE HUNDRED THOUSAND AND N0/100

DOLLARS ($300,000.00) for each occurrence; and ONE HUNDRED THOUSAND AND N0/100 DOLLARS ($100,000.00) property damage liability insurance for each occurrence. The insurance policies for the coverage shall name the City as an additional insured and the policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by this Agreement are begun by the Chamber of Commerce.

IX.

INDEPENDENT CONTRACTOR

It is understood and agreed that the Chamber of Commerce shall not in any manner be considered a partner or joint venturer with the City, nor shall the Chamber of Commerce be considered or hold itself out as an agent or official representative of the City. The Chamber of Commerce shall be considered an independent contractor for the purposes of the Agreement and shall in no manner incur any expenses or liability on behalf of the City.

Dated this the __day of _____202~~1~~2.

CITY OF TAYLOR, TEXAS

_____

BY: Dwayne Ariola ~~Brandt Rydell~~

ITS: Mayor

Attest:

_____

Dianna Mc~~C~~lean, City Clerk

TAYLOR CHAMBER OF COMMERCE

_____

BY: Ebby Green ~~Cheryl Webster~~

ITS: Board Chairman

_____

BY: Tia Stone

ITS: President

STATE OF TEXAS COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS:

§

PUBLICITY AND TOURISM AGREEMENT

This Publicity and Tourism Agreement ("Agreement") is made by and between the City of Taylor, Texas, a Texas Home Rule Municipal Corporation, (referred to herein as the "City") and the Taylor Chamber of Commerce, a Texas non-profit corporation organized and existing under the laws of the State of Texas, (referred to herein as "Chamber of Commerce"). The City and the Chamber of Commerce are also referred to collectively in this Agreement as the "Parties" and singularly as "Party". The Parties have entered into other Publicity and Tourism Agreements prior to the date of this Agreement. However, the Parties intend that this Agreement will supersede and replace all previously adopted and finalized Publicity and Tourism Agreements in their entirety.

RECITALS

WHEREAS, V.A.T.S. Tax Code, Chapter 351, entitled Local Hotel Occupancy Tax, provides that a hotel/motel sleeping room tax of seven percent (7%) may be collected by cities, and that the proceeds from such tax may be used for promotion of tourism, in support of the arts, historical preservations and other purposes as set out in the statute as now written and as may be amended, and the City has been and is collecting the tax; and

WHEREAS, the City, acting under the authority granted to it under state statutes and its Home-Rule Charter, has theretofore enacted a local hotel/motel occupancy tax on occupants of hotels and motels within the City and its extraterritorial jurisdiction; and

WHEREAS, the City desires to use a portion of the revenue generated from the hotel/motel occupancy tax to promote tourism in the City and to publicize activities and special events occurring in and around the City; and

WHEREAS, the Chamber of Commerce has expressed a desire to establish ongoing programs to promote tourism in and around the City, and desires to work with the City to accomplish this goal; and

WHEREAS, the City, has determined that it desires to work with the Chamber of Commerce toward the mutual goal of promoting tourism in and around the City; and

WHEREAS, the City has determined the Chamber of Commerce is an organization that is able to receive information from the public concerning promotion of tourism in the Taylor area, and that the Chamber of Commerce is able to summarize the input received from the public in this regard and to present that information to the City Council for its consideration; and

WHEREAS, the City desires to periodically receive from the Chamber of Commerce information concerning requests of local businesses and organizations so that the City may evaluate the information when budgeting for expenditures related to publicity for the City, and for promoting tourism in and around the City; and

WHEREAS, in consideration of their mutual desire to promote tourism and to attract visitors to the City, the Parties desire to contract for the management and supervision by the Chamber of Commerce for programs and activities funded with revenue from the hotel/motel occupancy tax.

NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS TO BE PERFORMED BY THE PARTIES AND OTHER VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED THE PARTIES AGREE TO THE FOLLOWING:

I.

GENERAL TERMS

As more specifically detailed herein, the Parties generally agree to the following basic terms:

1) In conformity with the Texas Tax Code, Chapter 351 and the City ordinances pertaining thereto, the City shall collect the hotel/motel occupancy tax. The City shall provide by payment to the Chamber of Commerce seventy-five per cent (75%) of hotel/motel taxes collected by the City, but such amount shall not exceed and shall be limited to Fifty Thousand Dollars ($50,000.00). The payments to the Chamber of Commerce shall be made monthly within fifteen (15) days of receipt of the tax by the City.

2) The Chamber of Commerce shall expend the tax revenue disbursed under this Agreement for the exclusive purpose of advertising and conducting solicitations and programs to attract tourists and visitors to the City and its vicinity, as provided by the Texas Tax Code Chapter §351.101(a). All such revenues shall be expended in a directly enhancing and promoting tourism and the hotel industry in the City and the immediate vicinity.

3) During the term of this Agreement, the Chamber of Commerce may request additional hotel/motel tax revenue funds for special projects in excess of the funds allocated to it in this Agreement. The City shall retain sole discretion in granting or denying additional funds requested by the Chamber of Commerce.

II.

SERVICES TO BE PERFORMED BY THE CHAMBER OF COMMERCE

Section 2.1 LOCAL ORGANIZATIONS'/BUSINESSES' REQUESTS FOR FUNDING:

The Parties agree that the Chamber of Commerce shall meet with members of the Taylor community to receive information from them, related to their requests for assistance from the City for promotion of business and/or publicity related to various local events and activities. Subsequently, on an annual basis, the Chamber of Commerce will coordinate with the City Manager to attend a scheduled City Council meeting to present a written update on the information the Chamber of Commerce has gathered from the Taylor community and

with year-to-date budget, income, and expenditure information. The Parties agree that if and when entities, businesses or individuals in the Taylor community request an audience for presentation of information to the City concerning promotion of tourism or special events or activities, the City may refer these entities, businesses, and individuals to the Chamber of Commerce and the Chamber of Commerce shall schedule time to receive a presentation from the requesting entity.

Section 2.2 PROMOTION OF TOURISM:

The Chamber of Commerce shall perform services related to advertising and promoting tourism for the visitor market, from which the City derives direct tourist income benefit.

The Chamber of Commerce agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and meetings/conventions to the City and the local area by: publishing and distributing brochures and community information packets through traditional means as well as incorporating electronic media and emerging technologies; advertising in various tourists publications and general media publications as appropriate; representing the City at travel shows and other such events; participating with state and regional agencies in tourist development programs of benefit to the local area and to the City; and, using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City.

The Chamber of Commerce further agrees that it will: seek to achieve economic benefits for the City through all such activities; provide tourist-related information about the City, upon request; and serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

Section 2.3 STAFFING:

The Chamber of Commerce shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. The Chamber of Commerce shall further provide office space, equipment, supplies and other materials necessary to accomplish the purposes of this Agreement.

It is expressly understood and agreed by and between the Parties that the Chamber of Commerce is hired and engaged as an independent contractor and is not an officer, agent, or employee of the City.

III.

BUDGET AND PERFORMANCE REVIEW Section

3.1 BUDGET PROCESS:

During the third quarter of the contract year of this Agreement term, the Chamber of Commerce shall provide to the City a proposed budget for the upcoming year outlining the amount of hotel/motel occupancy tax revenue it expects to receive and how it will be expended. The proposed budget will then be considered and either rejected or approved by the City Council, in writing, in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the Parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber of Commerce with respect to expenditures of revenue provided.

For the budget year, when the contract is not under review, the Chamber will present the budget to the City Manager or his/her designee. The City designee can administratively approve the budget, if its consistent within the scope of usage for Hotel Occupancy tax funds and meets this agreement.

The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of local hotel/motel occupancy tax revenue it has received and, upon request of the City Council or other person acting on behalf of the City Council, shall make the records available for inspection and review. The Chamber of Commerce shall maintain the revenue provided from the local hotel/motel occupancy tax in a separate account established for that purpose and shall not commingle that revenue with any other monies of the Chamber of Commerce.

It is understood and agreed by and between the Parties that hotel/motel occupancy tax funds may be spent by the Chamber of Commerce for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, directly related to the promotion of tourism. The portion of the total administrative costs for which hotel/motel occupancy tax revenues are expended may not exceed the actual administrative costs for the activities, nor may the administrative expense exceed thirty percent (30%) of the Fifty Thousand Dollar ($50,000.00) per annum revenue cap of hotel/motel occupancy tax paid by the City to the Chamber of Commerce. Payments received beyond this cap shall not be eligible for any additional administrative cost offset. The limit of Chamber administrative cost expenditures utilizing hotel/motel occupancy tax revenues may not exceed fifteen thousand dollars ($15,000.00) per annum. The administrative cost, once approved in the budget as provided herein, may be transferred into a separate Chamber of Commerce account.

Section 3.2 PERFORMANCE EVALUATION/STANDARDS:

1) Hotel Occupancy

    a) The Chamber will work with its tourism committee, over the next two years, to identify the best method and practices to measure hotel occupancy and related data within the City of Taylor.

2) Outputs & Activity:

a) As a cost measure, the Chamber hereby agrees to have a financial audit performed effective fiscal year 2016 and every three (3) years thereafter while an informal audit shall be performed annually. These services are to be performed by a Certified Public Accountant in the State of Texas.

b) The City shall be provided annual reports with itemized counts of products and materials distributed by the Chamber to determine proper distribution. Such products and materials shall include examples of pamphlets and brochures, circulation information and any data pertinent to purchased advertising.

c) During the term of this agreement, the Chamber will commission a tourism study, which will look at current trends and events and what are some best practices moving forward with usage of the Hotel Occupancy Tax funds. The City designee will work closely with the Chamber on the study and serve as a committee member if a committee is created.

3) Additional Requirements for City Consideration:

a) The City may conduct an economic analysis for a comprehensive understanding of direct and indirect revenues introduced into the local economy from sporting activities (i.e. hotel tax, sales tax, tourism, retail, etc.)

b) The information obtained may be shared with third parties in the development community, with the public and with community leaders.

Section 3.3 REPORTING:

The Chamber of Commerce shall prepare a written report for submission to the City Council on an annual basis, during the month of September. The report shall include, but are not limited to, the following information:

1) a description of the activities undertaken by the Chamber of Commerce to benefit the City during the preceding quarter which shall include a Post Event Report Form for each activity receiving Hotel Motel Funds.

2) an updated financial statement that indicates how the Chamber of Commerce has expended hotel/motel occupancy tax funds provided by the City on the development of tourism and promotion of local events and on activities, businesses, and organizations, pursuant to the Chamber of Commerce's annual tourism budget as previously approved by the City Council; and,

3) Other information the City Council may request after the reports is presented to ensure City Councils' understanding of the activities undertaken by the Chamber of Commerce in performance of the terms of the Agreement.

The terms and criteria in Section 3.2 Performance and Evaluation, Outputs and Activity, and additional requirements for City consideration shall be monitored by the City Manager or their designee. All reports and records related to hotel/motel occupancy tax funds shall be maintained and available to the City for a period of five(5) years after receipt of approval from the City.

Additional Reporting:

Every six months, the Chamber of Commerce will provide reports and update the City Manager's staff designee regarding the budget, performance, reporting and overall efforts as described in this agreement.

IV.

TERM AND TERMINATION

This Agreement shall begin the 1st day of October 2024 and shall terminate at midnight on the 30th day of September 2026. In the event either Party fails to abide by any of the terms of this Agreement the non-defaulting party shall furnish a thirty (30) day prior written notice of the default and opportunity to cure to the defaulting Party. The defaulting Party shall have thirty (30) days from the date of the notice to cure the default and if the default is cured within the thirty (30) day cure period this Agreement shall remain in full force and effect. Failure of the defaulting Party to cure the default within the thirty (30) day cure period shall result in termination of this Agreement ninety (90) days from the date of the default notice was given by the non-defaulting Party to the defaulting Party or September 30, whichever occurs first.

V.

NOTICES

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed to:

City of Taylor Attn: City Manager

400 Porter Street Taylor, Texas 76574

Taylor Chamber of Commerce Attn: President

1519 North Main Street Taylor, Texas 76574

With a copy to:

Taylor Chamber of Commerce

Attn: Chairman-Board of Directors 1519 North Main Street

Taylor, Texas 76574

VI.

ASSIGNMENT

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or contracting for joint promotion with other agencies.

VII.

VENUE AND JURISDICTION

This Agreement shall be subject to the laws and statues of the State of Texas, and venue, jurisdiction and performance shall be in Williamson County, Texas.

VIII. INDEMNITY

The Chamber of Commerce agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability for negligence and willful misconduct of the Chamber of Commerce, including without limitation, all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or from damage to any property, arising from or in connection with the operations of the Chamber of Commerce, its officers, agents, and employees carried out in furtherance of this Agreement. The Chamber of Commerce shall carry or cause to be carried public liability insurance in the amount(s) of: THREE HUNDRED THOUSAND AND N0/100 DOLLARS ($300,000.00) for each person; THREE HUNDRED THOUSAND AND N0/100

DOLLARS ($300,000.00) for each occurrence; and ONE HUNDRED THOUSAND AND N0/100 DOLLARS ($100,000.00) property damage liability insurance for each occurrence. The insurance policies for the coverage shall name the City as an additional insured and the policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by this Agreement are begun by the Chamber of Commerce.

IX.

INDEPENDENT CONTRACTOR

It is understood and agreed that the Chamber of Commerce shall not in any manner be considered a partner or joint venturer with the City, nor shall the Chamber of Commerce be considered or hold itself out as an agent or official representative of the City. The Chamber of Commerce shall be considered an independent contractor for the purposes of the Agreement and shall in no manner incur any expenses or liability on behalf of the City.

Dated this the __day of _____2024.

CITY OF TAYLOR, TEXAS

_____

BY: Dwayne Ariola

ITS: Mayor

Attest:

_____

Dianna Mclean, City Clerk

TAYLOR CHAMBER OF COMMERCE

_____

BY: Ebby Green

ITS: Board Chairman

_____

BY: Tia Stone

ITS: President

City Council Meeting

September 26, 2024

Consider renewal of the Publicity and Tourism Agreement with the Taylor Chamber of Commerce

Background and Next Steps

Background:

- City and Chamber have an agreement to promote tourism and special events
- Chamber provides tourism promotions, manages visitor center and provides grants for special events to promote the event

Next Steps:

- Agreement is up for a two-year renewal
- Term updates and modifications were made in the agreement which includes:
  - General terms- removed the deduction for sporting events, city has not deducted due to these events in previous years
  - Modified the agreement to allow for administrative approval of the budget on non-contract renewal years
  - Added a tourism study to be completed to help identify new methods or best practices
  - Regular meeting with City Management designee and Chamber official

Questions ?

City Council Meeting
September 26, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure Quality of Life

Agenda Item Number: 12.

Agenda Title: **Conduct a public meeting and receive an update presentation from Langford Community Management Services and HDR Engineering regarding the Resilient Communities Program (RCP) Grant.**

Council Action to be Taken: Receive update as presented.

Department Submitted: City Management

Staff Contact: Jeffery Jenkins, Deputy City Manager
Jerri Conrado
Leslie Pollack

1. PURPOSE / DESCRIPTION

The purpose of this item will be to receive an update regarding the Resilient Community Program grant the city was selected for funding and the implementation of the grant project.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor applied for CDBG-MIT Resilient Communities Program (RCP) through the General Land Office (GLO) back in the first quarter of 2023. Council approved the submission of the application at the February 9,2023, meeting. The City of Taylor was selected for funding in the last quarter of 2023.

The RCP grant will provide $300k to the City of Taylor. The funds will be used to help fund a sidewalk & trails master plan along with an ADA transition plan. There is no required match for this grant. This grant will also require some updates to the Comprehensive Plan with the addition of residency goals, add ADA/trails transition study and updating the transportation chapter. Langford Community Management Service will be the grant administrator for this project. Jerri Conrado will be representing LCMS at the meeting. Leslie Pollack with HDR will be providing an update on the plan and next steps. LionHeart will assist with updating the Comprehensive Plan.

3. PROS and CONS

PROS	CONS
• Provides for project with no match requirements • Provides for ADA/Trails plan • Gives guidance on what are priority projects • Increases resilience in the current • Ensure the city meeting current ADA standards and regulations	• Limited scope, will not cover all desired improvements int he plan or implementation. • Maintenance cost for new trails and ADA improvements.

4. RECOMMENDATION

Receive report as presented.

5. FUNDING SOURCE

Funded through grant $300k with no match.

6. TIMELINE

2025, get the plan completed. Must be completed by 12/31/26.

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. Taylor City Council_RCP_AT and ADA Plan

Resilient Communities Program Grant

Active Transportation Plan
ADA Transition Plan

City Council

City of Taylor

September 26, 2024

Active Transportation Plan

Leslie Pollack, P.E., PTOE
HDR Engineering, Inc.

09/26/24

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Active Transportation Plan

- Current Status
  - Comprehensive Plan –
    Priority Multimodal Corridors
  - Downtown Plan –
    Corridor-Specific Recommendations
  - Repaving –
    Evaluations on Repaved Roadways

Active Transportation Plan

- Existing Conditions Evaluation
  - Sidewalks
  - Trails
  - Bicycle Facilities
  - Shared-Use Path
  - Origins and Destinations (Demand)
  - Crash Evaluation
- Bicycle, Sidewalk, and Trail Analysis
  - Crash Countermeasures
  - “Kit of Parts” for Various Facilities
  - Proposed Typical Sections on 10 Priority Routes

Active Transportation Plan

- Route Prioritization
  - Cost Estimation
  - CIP List
- Policy Recommendations and Implementation Strategies
  - Funding Mechanisms
  - Best Practices
- Bicycle, Pedestrian, and Trails Plan Chapter in Comprehensive Plan

ADA Transition Plan

Jesus Lardizabal, RAS
Altura Solutions

09/26/24

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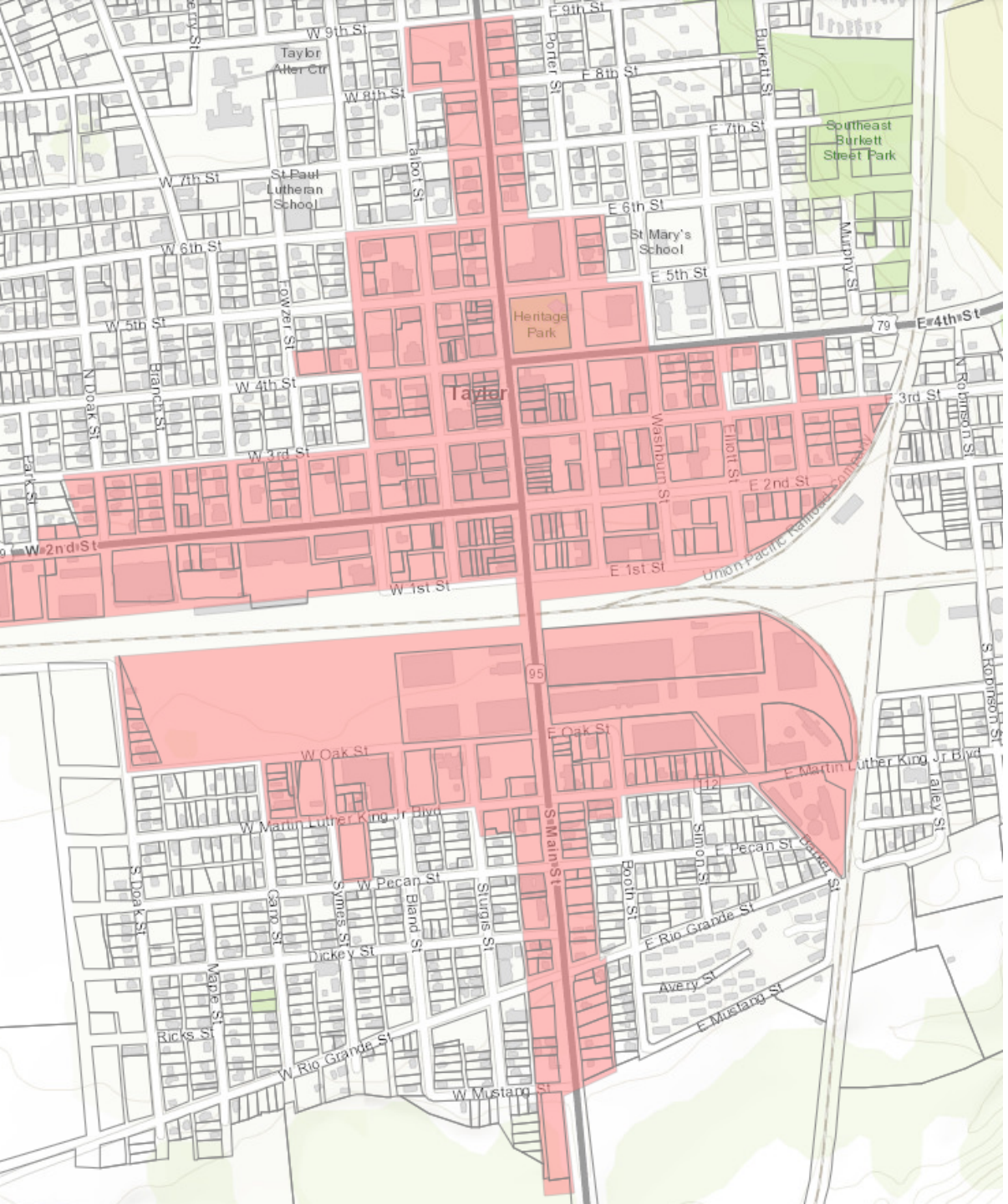


ADA Transition Plan

- Self-Assessment
  - Sidewalks, Curb Ramps, Pedestrian Signals, On-Street Parking in Downtown
  - City Parks (8 total)
  - Hike & Bike Trails (3 miles)
- Programs, Services, and Activities Analysis
  - Parks Dept. Programs and Services
  - ROW Programs and Services
- ADA Transition Plan Document as Chapter in Comprehensive Plan

Community and Stakeholder Engagement

- Advisory Committee
- Design Review Committee
- Public Meetings (3)
- Online Survey
- Stakeholder Interviews
- Council Presentations

City Council Meeting September 26, 2024 Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure Economic Vitality

Agenda Item Number: 13.

Agenda Title: **Consider Task Orders 56, 57 and 58 with HDR Engineering, Inc., and enter into an Interlocal Agreement with Taylor Economic Development Corporation for reimbursement.**

Council Action to be Taken: Consider approving Task Orders and ILA.

Department Submitted: City Manager

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE / DESCRIPTION

Consider Task Order 56, 57 and 58 with HDR Engineering, Inc., and enter into an Interlocal Agreement (ILA) with Taylor Economic Development Corporation (TEDC) for reimbursement of such tasks.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

In a joint partnership with the TEDC, staff would like Council to consider tasks order with HDR on the following:

1. Task Order 56 - Water Supply Study: This task order is for evaluating water supply alternatives to serve southeast Taylor. The lump sum fee is $271,700. The anticipated duration is 6 months.

2. Task Order 57 – HWY 79 Sanitary Sewer Phase 2 Preliminary Engineering: The scope is for preliminary engineering to extend sanitary sewer service beyond the airport area to the western city limit. The lump sum fee is $248,800. The anticipated duration is 6 months.

3. Task Order 58 – Airport Sanitary Sewer (aka HWY 79 Sewer Phase 1) Bid and Construction Phase Services: The task order is for engineering services for the bidding and construction phases. The construction phase scope includes providing a Resident Project Representative (RPR) to observe construction activities to verify the installation is being performed per the construction contract documents. The total fee is $659,400. This fee includes a lump sum fee for Project Management of $62,000; lump sum fee for Bidding Phase Services of $27,000; and time

and materials fee, not to exceed, for Construction Phase Services of $570,400. The anticipated duration is 21 months after the design is finalized.

Attached herein, an ILA is provided wherein the TEDC has agreed to reimburse the city on the task order expenses along with costs to construct Phase 1 of the HWY 79 Sewer project.

Moreover, in the ILA the City will work with the TEDC on a case-by-case basis on developments to see about reimbursement from developer impact fees back to the TEDC.

3. PROS and CONS

PROS	CONS
• Provides additional water distribution solutions to the east side of city for development. • Initiates sanitary sewer along HWY 79 for development. • Reimbursement from EDC revenue.	•

4. RECOMMENDATION

At the August TEDC meeting, Board members approved such tasks to proceed ahead to Council for consideration. Therefore, city staff recommends to Council for consideration.

5. FUNDING SOURCE

TEDC 4A revenue.

6. TIMELINE

Please see enclosed task orders on timelines.

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. Task Order 56 Water Supply Study Task Order
2. Task Order 57_2024 Hwy 79 Phase 2 PER
3. Task Order 58_2024 Airport Sewer Bid and CA Scope
4. Airport Sewer Project Reimbursement Agreement.FINAL.w-Exhs
5. 9-26-24 Agenda Item 13_presentation

TASK ORDER No. 56

Water Supply Study

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

TASK ORDER NUMBER: 56
PROJECT NAME: Water Supply Study

PART 1.0 PROJECT BACKGROUND AND DESCRIPTION:

This Task Order is to evaluate water supply alternatives for supplying additional water to the southeast side of the City for future industrial development. The City currently obtains treated surface water from the Brazos River Authority (BRA) from Lake Granger, which enters the water distribution system on the north side of Taylor for conveyance throughout the City. The existing infrastructure cannot provide increased water supply to the southeast side of Taylor for serving planned and anticipated industrial development in this area. Significant capital improvements plan (CIP) projects are required to add capacity in the current system to serve this area.

The City is experiencing accelerated growth and increasing development interest, which is increasing projected demands on the water supply system, especially in the southeast side of Taylor. As such, there is growing interest in alternative water sources to meet anticipated demands in southeast Taylor, and to diversify the City's water supply.

This study will evaluate alternatives for providing an additional 2 million gallons per day (MGD) and 4 MGD to the southeast side of Taylor. These alternatives include the following (Refer to Exhibit 1 and Exhibit 2):

1. Increasing the BRA water supply contract floor and constructing required CIP improvements to the distribution system to add capacity to convey water to the southeast side of Taylor.
2. Rehabilitating and providing treatment for the existing Trinity well at the Southwood Hills Elevated Storage Tank (EST) site, including necessary brine disposal, to provide additional water supply to the southeast area.
3. Increasing the BRA water supply contract floor and constructing CIP improvements to add capacity to convey water to blend with the rehabilitated Trinity well supply and provide additional water supply to the southeast area.
4. Incorporating water from the Recharge Groundwater Supply System (Recharge), as a standalone alternative, to provide additional water supply to the southeast area.
5. Incorporating water from the Recharge Groundwater Supply System (Recharge), as a standalone alternative, and blending with the rehabilitated Trinity well supply to provide additional water supply to the southeast area.

6. Incorporating water from the Recharge supply utilizing the City of Hutto existing transmission pipeline and, in exchange, the City of Taylor would provide the City of Hutto additional water supply from the City of Taylor's west (high) zone through the existing connection at Frame Switch.
7. Incorporating water from the Recharge supply utilizing the City of Hutto existing transmission pipeline and, in exchange, the City of Taylor would provide the City of Hutto additional water supply from the City of Taylor's west (high) zone through the existing connection at Frame Switch. Utilize the Recharge water supply to blend with the rehabilitated Trinity well supply and provide additional water supply to the southeast area.
8. Incorporating water from the EPCOR SH 130 groundwater supply system (EPCOR), as a standalone alternative, to provide additional water supply to the southeast area.
9. Incorporating water from the EPCOR system and blending with the rehabilitated Trinity well supply to provide additional water supply to the southeast area.
10. Adding advanced treatment for the outflow from the Mustang Creek Wastewater Treatment Plant (WWTP) effluent to be conveyed in a separate reuse system for industrial purposes.

The evaluation will be conducted in two steps. The initial step will be to conduct a high-level screening evaluation for the alternatives listed previously to narrow the alternatives to up to four for more detailed evaluations. The initial analysis shall be conducted using the Texas Water Development Board Unified Cost Model (UCM) to perform a relative comparison of alternatives, supplemented with additional cost data as needed.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

Task 1 – Project Management

1) ENGINEER will initiate and manage the ENGINEER's scope of the Work, and coordinate with the City to complete the project and address the City's goals.
2) ENGINEER will prepare status reports and monthly invoices.
3) ENGINEER will attend a virtual project kick-off meeting with the City and its representatives. ENGINEER attendees will include the Project Manager, Project Principal and Project Engineer.
4) Institute and manage a QA/QC program for the work performed on this project. Senior technical staff who are not involved with the project will perform internal QA/QC reviews.
5) Deliverables:
   a) Meeting minutes, in PDF format.
   b) Monthly invoices and status reports.

Task 2 – Data Collection

1) ENGINEER will collect and review available data and information needed for the study. For additional data identified to be needed, HDR will initiate data requests to the City and water providers as needed. Anticipated data needs include, but are not limited to:
   a) Water quality data for water in the Taylor distribution system (BRA water).
   b) Southwood Hills Trinity well water quality analysis.
   c) Southwood Hills Trinity well construction documentation, screen information, well logs, available video inspection, etc.

d) Recent tank inspection reports for the Southwood Hills EST and ground storage tank.
e) Information on the Recharge Groundwater Supply System (planned conveyance system maps, well capacity, pump station capacity, water quality, rate structure, contract terms, etc.).
f) Information on the EPCOR Supply System (planned conveyance system maps, well capacity, pump station capacity, water quality, rate structure, contract terms, etc.).
g) Mustang Creek WWTP effluent water quality data.
h) Current potable water demand or billing data.
i) Projected monthly and peak day water demands by industrial customers.

2) Assumptions:
   a) HDR will provide a data request list within one week of notice to proceed (NTP).
   b) Requested data will be provided within two weeks of request.
3) Deliverable: Data request via email.

Task 3 – Alternatives Screening Evaluation

1) ENGINEER will perform a high-level screening evaluation of the alternatives listed in Part 1.0 for providing 2 MGD and 4 MGD to southeast Taylor. This evaluation includes:
   a. Prepare descriptions of the water supply alternatives and identify any potential fatal flaws.
   b. Estimate the sizes for facilities and infrastructure needed to supply the alternative water supply.
   c. Develop conceptual facility and infrastructure plan map.
   d. Prepare planning level cost estimates using the Texas Water Development Board (TWDB) Unified Costing Model (UCM) and cost related assumptions.
   e. Compare the alternatives based on capital cost and unit cost of water to narrow the list to up to four (4) recommended alternatives for more further detailed evaluation in Task 4.
   f. Prepare a Technical Memorandum describing the evaluation.
2) Assumptions
   a. Up to 20 alternatives are included in the screening level evaluation.
   b. Analysis of water quality blends is not included.
   c. The recommended alternatives will be for a specific water supply amount of either 2 MGD or 4 MGD.
   d. The City will provide review comments on a draft Technical Memorandum within 10 days of transmittal.
3) Deliverables:
   a. Draft and final Technical Memorandum summarizing the screening level evaluation in PDF format.

Task 4 – Alternatives In-Depth Evaluation

1) ENGINEER will further evaluate up to four recommended water supply alternatives identified in Task 3 for supplying either 2 MGD or 4 MGD of water for potable and industrial uses in southeast Taylor. The evaluations will include the following:
   a. Identify allowable average and peak supply water supply rates.
   b. Review available water chemistry data for the new water supply and establish water quality goals/parameters for introducing the new supply into the City's system.

c. Evaluate the water treatment needed, if any, to incorporate the supply into the distribution system.
d. Determine the infrastructure needed, if any, to convey the additional water supply to the City's system (pipelines, storage tanks, pump stations, etc.).
e. Determine the infrastructure needed to convey the additional water supply through the water distribution system to serve southeast Taylor.
f. Reevaluate the required water distribution infrastructure planned to serve the southeast side of Taylor for potential reductions in lieu of the new supply entering that zone, and determine the potential cost reductions, if any, to the City's CIP.
g. Identify potential permitting requirements that may need to be addressed.
h. Perform a high-level assessment to determine if there may be any environmental or cultural resource issues or limitations to be addressed with an alternative.

2) Assumptions
   a. Other than the alternative for increasing the BRA floor, the water supply options are assumed to deliver water to the Southwood Hills EST site.
   b. A conceptual pipeline route and facility locations plan will be developed for each alternative. This scope does not include a detailed alternatives analysis for pipeline routes and facility locations.
   c. ENGINEER will utilize the existing water distribution system model to analyze conveying the new supply into the system.
   d. Detailed environmental and cultural assessments, including field work, are not included in this scope.

Task 5 – Benefit Analysis, Cost Estimates, and Schedule

1) Establish Non-Economic Ranking Criteria
   a. Develop non-economic ranking criteria for to be used for comparison purposes. The evaluation criteria may include focus topics such as redundancy and resiliency, environmental factors, permitting, stakeholder cooperation, and duration to complete project.
2) Overall Project Cost Estimates
   a. Prepare planning level (Class 5) costs for each of the alternatives evaluated in Task 4, including capital and O&M costs.

Task - 6 Reports and Presentations

Task – 6.1 Draft and Final Report

1) Prepare and submit a draft alternatives evaluation study report to assemble the evaluations/analyses of the previous tasks, organize and document the information developed in the above tasks, and provide recommendations.
2) Assumptions:
   a. The City will provide review comments within two weeks after receipt of the draft report.
   b. HDR will provide a final report within two weeks after receipt of the City's comments.
3) Deliverables: Draft report in PDF and Word formats and final report in PDF

format.

Task – 6.2 Presentations

1) Prepare a summary of the water supply alternatives evaluation and present at for the following meetings:
    a. Taylor city management – virtual meeting conducted via Teams
    b. Taylor city council – in person meeting
    c. Taylor Economic Corporation (TEDC) – in person meeting
2) Deliverables: Study summary presentation in Power Point format.

PART 3.0 OWNER'S RESPONSIBILITIES:

The City shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the City to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

The City shall coordinate and, as necessary, attend meetings with the ENGINEER either by phone or in person during the project.

PART 4.0 PERIODS OF SERVICE:

ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP).

ENGINEER shall complete its obligations within a reasonable time per the following target schedule:

Data Collection	30 days
Alternative Screening Evaluation:	60 days
Alternatives Evaluation (Up to 4):	60 days
Reports and Presentations:	30 days
Total	180 days

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

If the City authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

PART 5.0 ENGINEER'S FEE:

The City shall pay ENGINEER for the services set forth in Part 2.0 on a lump sum payment basis in the amounts as shown below:

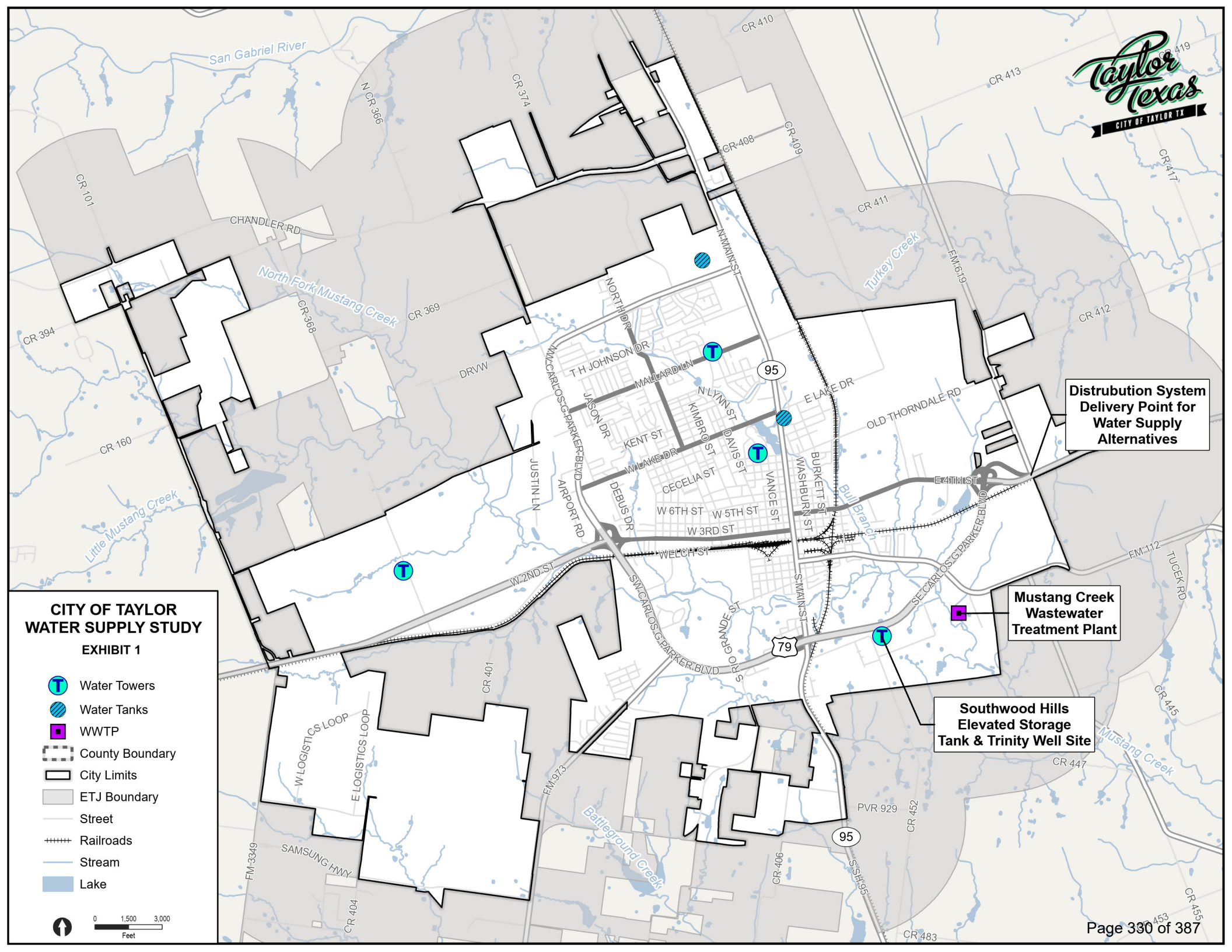
Task No.	Task Name	Fee
1	Project Management	$27,400
2	Data Collection	$11,700
3	Alternatives Screening Evaluation	$98,900
4	Alternatives In-Depth	$62,000
5	Benefit Analysis & Cost Estimates	$21,300
6	Reports and Presentations	$50,400
	Total	**$271,700**

The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the fee to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services completed during the billing period.

This Task Order is executed this _____ day of _____, 2024.

CITY OF TAYLOR		HDR ENGINEERING, INC.	
"OWNER"		"ENGINEER"	
BY:		BY:	
NAME:	Brian LaBorde	NAME:	Mark Borenstein, PE
TITLE:	City Manager	TITLE:	Senior Vice President
ADDRESS:	400 Porter St. Taylor, TX 76574	ADDRESS:	4401 West Gate Blvd Suite 400 Austin, TX 78745


Distrubution System Delivery Point for Water Supply Alternatives
Mustang Creek Wastewater Treatment Plant
Southwood Hills Elevated Storage Tank & Trinity Well Site
CITY OF TAYLOR WATER SUPPLY STUDY
EXHIBIT 1
Water Towers
Water Tanks
WWTP
County Boundary
City Limits
ETJ Boundary
Street
Railroads
Stream
Lake
0 1,500 3,000
Feet
San Gabriel River
North Fork Mustang Creek
Little Mustang Creek
Turkey Creek
Bull Branch
Battleground Creek
Mustang Creek
CHANDLER RD
T H JOHNSON DR
MALLARD LN
JASON DR
KENT ST
W LAKE DR
CECELIA ST
DEBUS DR
JUSTIN LN
AIRPORT RD
N LYNN ST
KIMBRO ST
DAVIS ST
VANCE ST
WASHBURN ST
BURKETT ST
E LAKE DR
OLD THORNDALE RD
E 4TH ST
W 6TH ST
W 5TH ST
W 3RD ST
WELCH ST
W 2ND ST
N MAIN ST
S MAIN ST
NW CARLOS G PARKER BLVD
SW CARLOS G PARKER BLVD
SE CARLOS G PARKER BLVD
S RIO GRANDE ST
FM 112
TUCEK RD
W LOGISTICS LOOP
E LOGISTICS LOOP
SAMSUNG HWY
FM 973
FM 3349
PVR 929
S SH 95
CR 101
CR 160
CR 394
CR 366
CR 368
CR 369
CR 374
CR 401
CR 404
CR 406
CR 408
CR 409
CR 410
CR 411
CR 412
CR 413
CR 417
CR 419
CR 445
CR 447
CR 452
CR 453
CR 455
CR 483
95
79

CITY OF TAYLOR
WATER SUPPLY STUDY

EXHIBIT 2

- City Limits
- County Boundary

Recharge Pipeline System

- Hutto Delivery
- Well Sites
- Pipeline Route
- Pump Station

City of Hutto Heart of Texas Water System

- Well
- Pump Station
- Ground Storage Tank
- Elevated Storage Tank
- Heart of Texas Pipeline

EPCOR Alternative

- 130 Pipeline

City of Taylor Water Distribution System

- Water Towers

Water Lines

- <= 4"
- 5
- 6"
- 8"
- 10"
- 12"
- 16"
- 18
- 20"
- 24"
- 27"
- Other

0 3,500 7,000
Feet

Route for Recharge Connection to be Determined

Route for EPCOR Connection to be Determined

Taylor
Hutto
Thrall
Thorndale
Coupland
Elgin
Pump Station
Well 5
Well 7
Well 3
Well 10
Well 1
Well 4
Well 12
Well 11
16"
20"
Milam County
Williamson County
Williamson County
Lee County
Williamson County
Bastrop County
Travis County
Bastrop County
Lee County
Bastrop County

TASK ORDER No. 57

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

TASK ORDER NUMBER: 57

PROJECT NAME: Highway 79 Sewer Phase 2 Preliminary Engineering

PART 1.0 PROJECT DESCRIPTION:

This Task Order is to provide preliminary engineering services for sanitary sewer alternatives (Project) for the area bounded by Highway 79 (south), Country Road 101 (west), Country Road 398 (north) and Justin Lane (east), herein after known as the study Area. Refer to attached Exhibit 1.

This scope of services will identify potential sanitary sewer alignments and sizes needed to serve the proposed land uses within the Area, integrating technical, constructability, environmental, land and right-of-way, and existing utility factors. Based on these activities, ENGINEER will prepare a Preliminary Engineering Report (PER) as described in Part 2.0.

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

TASK 1: Project Management

A) ENGINEER will initiate and manage the ENGINEER's scope of the WORK, and coordinate with the OWNER to complete the project and address the OWNER 's goals.
B) ENGINEER will prepare monthly invoices and institute and manage a QA/QC program for the work performed on this project.
C) Deliverables
    1) Monthly invoices.

TASK 2: Project Kickoff and Data Collection

A) ENGINEER will conduct a project kick-off meeting with OWNER.
    1) ENGINEER attendees will include the Project Manager, Pipeline Design Engineer, Hydraulic Modeler, and the Right-of-Way Specialist.
    2) The meeting will review Project scope and schedule, design objectives and constraints, objectives, easement requirements, and identify available data and data needs.
B) Anticipated data needs include, but are not limited to:
    1) Data collection will be coordinated with the Wastewater Master Plan and GIS projects being conducted under separate Task Orders.
    2) GIS data for wastewater infrastructure including contour elevations, existing sanitary sewer lines and force mains (invert elevation, diameter, length, material), and lift station information.
    3) Record drawings of wastewater pipes or lift stations.

4) Relevant OWNER planning and land use documents.
5) Planned roadway improvements in the project area.
6) Available property information, and site plans if applicable.

C) Assumptions:
1) OWNER will provide the following data/information:
(a) Review existing GIS data on record and confirm it represents known existing system configuration in the study Area within 30 days of NTP.
(b) Property boundaries and information for the study Area.
2) ENGINEER can rely on data provided by OWNER.

D) Deliverables:
1) Kickoff meeting notes, in PDF format.
2) List of data needs, in email format.

TASK 3: Pipeline Route Technical Evaluation

A) ENGINEER will develop up to two (2) sanitary sewer routing strategies for Area.
1) Strategy 1 will consider:
(a) Trunk sanitary sewer(s) will generally be aligned to follow natural drainage courses in the Area, regardless of land ownership, rights-of-way or easements.
(b) Branch sewers (e.g., sewers to larger land parcels) will generally be aligned to follow proposed thoroughfares, right-of-ways or easements.
(c) Parcels within the Area that are hydraulically isolated from natural drainage courses will be served by lift stations (e.g., parcels along US Hwy 79).
2) Strategy 2 will consider:
(a) Trunk sanitary sewer(s) and branch sewers will generally be aligned to follow proposed thoroughfare right-of-ways, regardless of natural drainage.

B) ENGINEER will conduct one site visit to assess and document constructability issues for each strategy and special features that could affect the sewer line route. Such assessments will consider:
1) Topography and potential impacts to hydraulics and construction.
2) Hydraulic conditions and constraints from flow modeling.
3) Coordination with local, county, and State agencies to identify planned roadway or right-of-way changes in the vicinity of the alternative routes and requirements that impact installation of a new sewer line across or in the right-of-way (ROW).
4) TxDOT and Williamson County Permitting requirements for installing the sewer line across or within agency ROW.
5) Review and adjust potential routes based on factors identified from the environmental screening, property, easement. and right-of-way assessment; and the utilities evaluations, as described in subsequent Tasks 4, 5, and 6.

C) ENGINEER will conduct an in-person meeting with the OWNER to present preliminary findings on the two strategies and potential routes and diameters. This could result in adjusting the routes or possibly eliminating a route from further evaluation.

D) ENGINEER will provide analysis and comparison of the two strategies that considers and includes:
1) A preliminary design for the recommended route for each strategy.
2) Construction timing and sequencing considerations for each strategy.
3) Planning level Opinions of Probable Construction Cost (OPCC) for the two alternative routes in accordance with an AACE International Class 5 estimate.

(a) Information gathered in the environmental, right-of-way, utility and technical evaluations may indicate a route alternative is not feasible.
(b) An OPCC will not be developed for an unfeasible alternative.

E) Assumptions:
(a) The OWNER will provide anticipated land use and development expectations (e.g., residential, commercial, etc.) to ENGINEER.
(b) Private properties will not be accessed since rights of entry for field investigation will not be provided in this evaluation.
(c) Downstream sanitary sewer is sufficiently sized to convey flows from the Area and additional hydraulic modeling of downstream sewers will not be necessary.
(d) Branch sewer analysis and routing will not extend into individual parcels, rather it will consider parcel boundaries and hydraulic features (e.g., ridge lines).
(e) Branch sewers will terminate at one location per parcel, or possibly two (2) if the parcel has a topographic highpoint/ridge preventing the entire parcel from gravity flowing to a single location.
(f) The AACE Class 5 estimate will be based on recommended practice number 18R-97.
(g) The OPCCs are to be made based on HDR's engineering experience, qualifications, and general familiarity with the construction industry for similar facilities.
(h) Because HDR has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, HDR cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from OPCCs prepared by HDR.

F) Deliverables
1) The documentation and findings of this task will be incorporated into a Technical Memorandum for inclusion within the Preliminary Engineering Report (Task 7).

TASK 4: Environmental Screening Coordination

A) ENGINEER will conduct a desktop analysis of the environmental constraints for two alternative routes using subject matter research, GIS analysis, and interactive internet mapping applications. Information from this task will be incorporated into the pipeline technical route analysis (Task 3).

B) ENGINEER will develop an Environmental Constraints report and exhibits describing and summarizing the following:
1) Sensitive species including listed Threatened and Endangered species potentially near the project (TPWD Natural Diversity Database).
2) Wetlands and surface waters based on remote sensing and existing GIS data (this does not constitute a wetlands delineation for permitting purposes).
3) Known cultural resources and historic properties listed with the Texas Historical Commission (THC).
4) Location of parks and other public places / recreational property
5) Land use.
6) Permit evaluation of all potentially applicable federal, state, and local permits, including permitting thresholds, permitting conditions, and estimated processing timelines.

C) Assumptions:
1) Project area research is limited to the boundary noted in Exhibit 1.
2) Digital resource data for the Project area are readily and publicly available.
3) No site visits will be conducted as a part of this preliminary task.

4) No regulatory agency coordination will occur as a part of this task, apart from general phone calls, if necessary, requesting location of publicly available data, potential permits, etc.
5) Information on water resources will be based on aerial photography interpretation, National Wetland Inventory, and the National Hydrography Dataset.
6) A delineation of potential waters of the U.S. is not included in this project phase.

D) Deliverables:
1) Draft and final environmental constraints analysis report of the two (2) alternative alignments, in PDF format.
2) GIS map and shape files of environmental resources (electronic files).
3) The documentation and findings of this task will be incorporated into a Technical Memorandum for inclusion within the Preliminary Engineering Report (Task 7).

TASK 5: Preliminary Property, Easement, and Right-of-Way Services

A) ENGINEER will provide preliminary easements and right-of-way services to support evaluating the sewer line route alternatives. Information gathered in this task will be incorporated into the pipeline route technical evaluation (Task 3).
B) ENGINEER will attend up to three meetings with the OWNER to discuss research.
C) ENGINEER will prepare an initial property owner list with property owner contact information.
D) ENGINEER will conduct preliminary property, easement and ROW research as follows:
1) Parcel ownership in the proposed alternatives.
(a) For estimating purposes approximately 30 landowners are assumed.
2) Obtain copies of the current Assessor's Parcel Information and Maps at the alternative locations.
3) Acquire copies of Maps from the County at the alternative locations.
4) Perform title research such as recorded deeds of the current owners.
(a) Research additional information available from other sources that may be used in assisting with right-of-way analysis.
(b) This information will be limited based on what is publicly available.
E) ENGINEER will provide a cost estimate for the acquisition of the easements for each of the route alternatives.
F) Assumptions:
1) Approximately 30 property owners have parcels that may be impacted by the new sewer pipeline; however, the number will vary for each alternative route.
2) All deliverables will be as PDF or in GIS.
G) Deliverables:
1) Initial list of property owner with owner contact information.
2) Cost estimates for easement acquisitions up to two alternative pipeline routes.
3) The documentation and findings of this task will be incorporated into a Technical Memorandum for inclusion within the Preliminary Engineering Report (Task 7).

TASK 6: Utilities Evaluation

A) ENGINEER will perform an evaluation of potential major or significant (e.g., pipelines) existing and planned utilities that may affect each of the alternative routes.
B) ENGINEER will:
1) Identify and coordinate with utilities and OWNER, County, and known private utilities within each alternative pipeline route. This includes:

(a) Perform a "One Call" and review Texas Railroad Commission pipeline information.
(b) Identify utility point of contact and collecting information on the type of utility and location, including available record documents/drawings.

2) Attend one utility coordination meeting to clarify utility information and potential relocation requirements (one individual meeting per utility, and one joint City of Taylor Utility Meeting).
3) Review utility companies' prior rights, existing easements, easement requirements and entry requirements.
4) Identify potential subsurface utility engineering (SUE) needs.

C) ENGINEER will prepare a spreadsheet matrix and map exhibit of major potential identified utility conflicts/ crossings for each alternative pipeline route.
D) ENGINEER will prepare evaluate the two alternative routes in relation to potential major utility constraints and crossings and provide recommendations for route adjustments or utility relocation, if needed, to mitigate potential utility conflicts.
E) ENGINEER will provide recommendations for mitigating high-risk potential utility conflicts and/or long lead relocations, as needed.
F) Preliminary opinion of probable costs for potential utility conflicts or relocation will be estimated for utilities that have prior rights.
G) Assumptions:
1) Adequate information (e.g., utility records and any property interests) for all potentially affected utilities is obtained from the utility companies.
2) Field SUE services are not included in the scope. SUE services can be provided as additional work if needed and authorized by the OWNER. SUE services will be included in the design phase.
3) All deliverables will be in PDF format.

H) Deliverables:
1) Utilities contact information and documentation.
2) Utility coordination communication log.
3) Utilities conflicts list of major potential utility conflicts and large-scale utility layout.
4) The documentation and findings of this task will be incorporated into a Technical Memorandum for inclusion within the Preliminary Engineering Report (Task 7).

TASK 7: Preliminary Engineering Report

A) ENGINEER will prepare a Preliminary Engineering Report (PER) that includes the following:
1) Proposed project description.
2) Summary of the alternative pipeline route evaluations, including the engineering, environmental, and property aspects.
3) Preliminary Opinions of Probable Construction Cost (OPCC) for each alternative pipeline route.
4) Recommendation for preferred pipeline route.
5) Basis of design for the new sewer pipeline that includes flowrates from the parcels within the project area (e.g., single flow rate per parcel).
6) Appendices that document the information obtained to support the PER, including:
(a) Utilities information and findings.
(b) Environmental information and findings.
(c) Property information.
7) Route evaluations.

B) Draft PER will be submitted to OWNER for review and approval.
C) ENGINEER will revise PER following receipt of comments from OWNER.

D) Final PER will be presented to OWNER in up to 2 in-person public meetings.
E) Assumptions:
   1) The report will be finalized within 15 days after receipt of the OWNER 's review comments on the draft report.
   2) All deliverables will be in PDF format.
F) Deliverables:
   1) Draft and Final PER.

GENERAL ASSUMPTIONS

1) Detailed designs will not be prepared for WORK.
2) ENGINEER will notify the OWNER of any changes to the scope of work and additional services will not be performed without written approval.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

The OWNER shall coordinate and, as necessary, attend meetings with the ENGINEER either by phone or in person during the design, bidding, and construction of the project.

PART 4.0 PERIODS OF SERVICE:

ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP). ENGINEER will complete its obligations within a reasonable time per the following target schedule:

Task	**Target Completion Time (calendar days)**
TASK 1: Project Management	180
TASK 2: Project Kickoff and Data Collection	30
TASK 3: Pipeline Route Technical Evaluation	150
TASK 4: Environmental Screening Coordination	90
TASK 5: Preliminary Property, Easement, and Right-of-Way Services	120
TASK 6: Utilities Evaluation	90
TASK 7: Preliminary Engineering Report	180

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, will be adjusted equitably.

If OWNER authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

PART 5.0 ENGINEER'S FEE

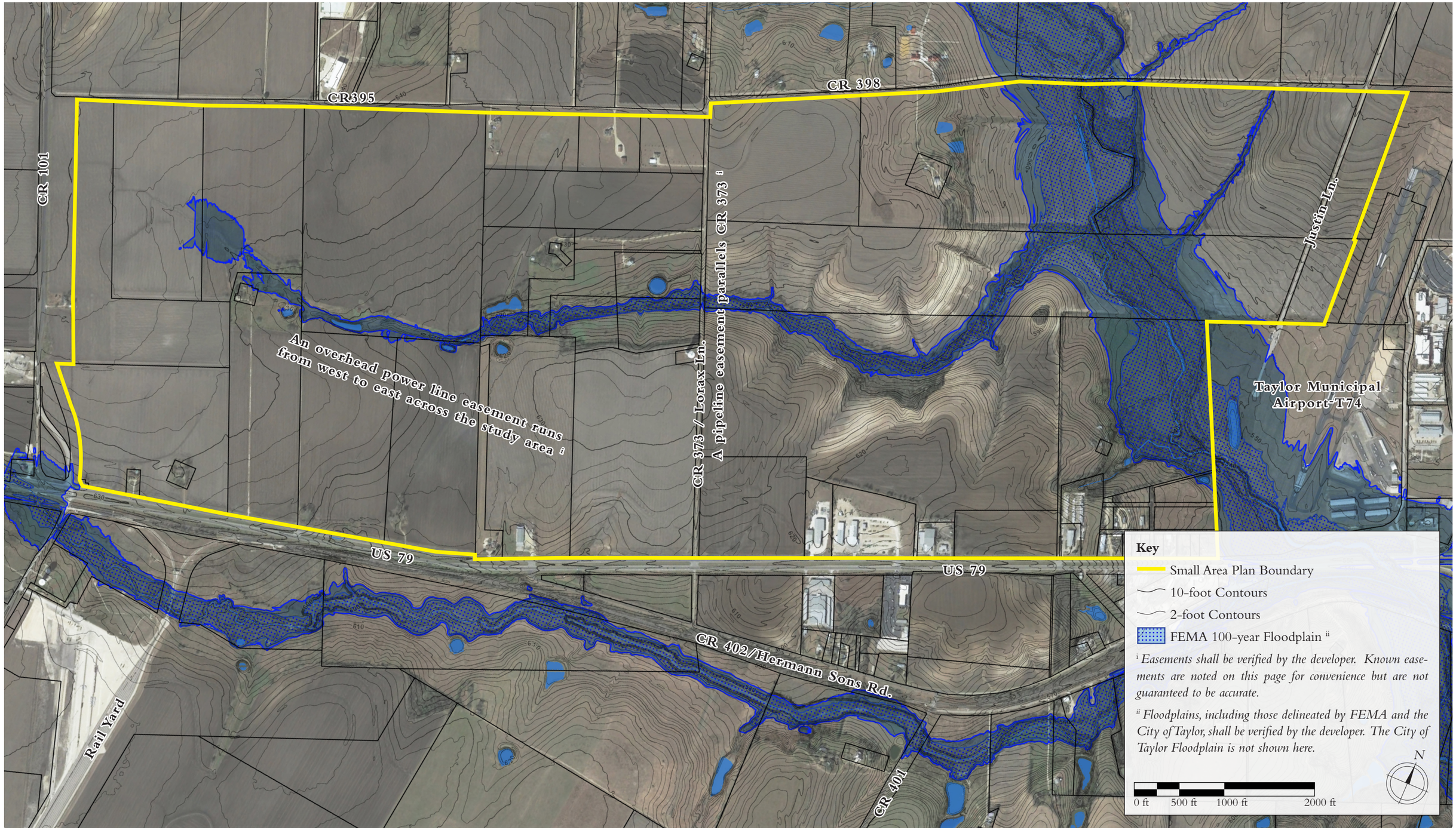
OWNER shall pay ENGINEER for the services set forth in Part 2.0 on a LUMP SUM payment basis in the amounts as shown as follows.

Task	Fee
TASK 1: Project Management	$25,800
TASK 2: Project Kickoff and Data Collection	$9,200
TASK 3: Pipeline Route Technical Evaluation	$80,200
TASK 4: Environmental Screening Coordination	$13,300
TASK 5: Preliminary Property, Easement, and Right-of-Way Services	$46,200
TASK 6: Utilities Evaluation	$22,700
TASK 7: Preliminary Engineering Report	$51,400
TOTAL	**$248,800**

The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services completed during the billing period.

This Task Order is executed this _____ day of _____, 2024.

CITY OF TAYLOR		HDR ENGINEERING, INC.	
"OWNER"		"ENGINEER"	
BY:		BY:	
NAME:	Brian LaBorde	NAME:	Mark Borenstein, P.E.
TITLE:	City Manager	TITLE:	Senior Vice President
ADDRESS:	400 Porter St. Taylor, TX 76574	ADDRESS:	4401 West Gate Blvd Suite 400 Austin, TX 78745


CR395
CR 398
CR 101
CR 373 / Lorax Ln.
A pipeline easement parallels CR 373 [i]
Justin Ln.
An overhead power line easement runs from west to east across the study area [i]
Taylor Municipal Airport-T74
US 79
US 79
CR 402/Hermann Sons Rd.
Rail Yard
CR 401
Key
Small Area Plan Boundary
10-foot Contours
2-foot Contours
FEMA 100-year Floodplain [ii]
[i] Easements shall be verified by the developer. Known easements are noted on this page for convenience but are not guaranteed to be accurate.
[ii] Floodplains, including those delineated by FEMA and the City of Taylor, shall be verified by the developer. The City of Taylor Floodplain is not shown here.
N
0 ft
500 ft
1000 ft
2000 ft

TASK ORDER No. 58

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

TASK ORDER NUMBER: 58

PROJECT NAME: Airport Sewer Bid and Construction Phase Services

PART 1.0 PROJECT DESCRIPTION:

This Task Order is to provide bid and construction phase service for approximately 5,100 linear-feet of 24-inch gravity sanitary sewer (Sewer) between the existing Airport Lift Station and the existing 36-inch sanitary sewer installed as part of the FM 973 Sewer Line project, located at the intersection of Carlos G Parker Boulevard and South Edmond Street ("WORK").

Design of WORK was accomplished as part of Task Order 37 between OWNER and ENGINEER.

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

TASK 1: Project Management (Lump Sum)

A) ENGINEER will initiate and manage the ENGINEER's scope of the WORK, and coordinate with the OWNER to complete the project.
B) ENGINEER will develop monthly invoices and institute and manage a QA/QC program for the work performed on this project.
C) ENGINEER will establish and manage a document control platform (e.g., Newforma) for document control purposes, documentation and workflow needs between City, ENGINEER and selected contractor(s).
D) Deliverables
    1) Monthly invoices.

TASK 2: Bidding Phase Services (Lump Sum)

A) ENGINEER will prepare public Notice of Bid for CITY to publish in accordance with State and local bidding requirements.
    1) OWNER will submit and pay for any cost with bid advertisement in local media.
B) ENGINEER will conduct a Pre-Bid Meeting with OWNER and potential bidders.
    1) This meeting will be approximately 1 hour and will occur in person at an OWNER facility.
    2) Following the Pre-Bid Meeting, ENGINEER and OWNER will conduct a 2-hour field visit with potential bidders.
C) ENGINEER will prepare responses to bidders' questions and prepare two (2) addenda to clarify, correct, or modify the bidding documents and submit to the OWNER for distribution to potential bidders.

D) ENGINEER will provide information or assistance as needed, by ENGINEER's Project Manager, or delegate, to the OWNER.
E) ENGINEER will attend and facilitate the Bid Opening.
F) ENGINEER will review bids, check apparent low-bidder's references, prepare a Bid Tabulation and Recommendation to Award letter for OWNER.
G) Upon completion of Bidding phase, ENGINEER will prepare Issued for Construction drawings and specifications for the Contractor's use.
    1) A PDF of conformed drawings and specifications will be provided to OWNER for distribution to selected Contractor.
H) ENGINEER will receive selected Contractor's contract document, bond, insurance, etc., and facilitate execution of Construction Contract by OWNER and Contractor
I) Assumptions
    1) ENGINEER will provide bidding documents to OWNER for distribution to prospective bidders.
    2) ENGINEER assumes prospective bidders will obtain bidding documents from an online document distribution system. Hard copies of bidding documents will not be prepared.
J) Deliverables
    1) Pre-Bid Meeting Agenda and Minutes.
    2) Addendums.
    3) Recommendation to Award letter.
    4) Issued for Construction drawings and specifications.

TASK 3: Construction Phase Services (Time and Materials, not to Exceed)

A) Pre-Construction Conference
    1) ENGINEER will conduct a 1-hour pre-construction conference prior to commencement of WORK at the project site.
    2) The conference will be held at the OWNER's offices and will be attended by the ENGINEER's project manager and project engineer.
    3) ENGINEER will prepare agenda and meeting minutes and distribute to Contractor and OWNER.
B) Submittals
    1) The Contractor will submit to the ENGINEER the proposed Schedule of Submittals, including but not limited to Shop Drawings, Product Manuals, Samples, etc., for review, comment, and concurrence by the ENGINEER prior to the start of the submittal process for review, comment, and eventual concurrence by the ENGINEER.
    2) ENGINEER will maintain a log of all submittals, RFIs, change orders, field orders, and other pertinent correspondence between City, ENGINEER and Contractor(s).
    3) ENGINEER will provide to OWNER on a monthly basis a status update of submittals, RFIs, change order and other pertinent correspondence.
    4) After Contractor's review and approval of submittals (e.g., Shop Drawings, Product Data and samples), ENGINEER will review and take appropriate action on the Contractor's submittals, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
        (a) Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
        (b) The review of a specific item will not indicate review of an assembly of which the item is a component.

5) ENGINEER will log, track, and distribute submittals to the appropriate ENGINEER project team members for review.
6) ENGINEER will evaluate and determine the acceptability of substitute, or "or-equal" materials and equipment proposed by Contractor.
7) ENGINEER will review up to 25 shop drawing submittals/resubmittals are assumed.
   (a) ENGINEER will review up to 10 shop drawings or other Contractor submittals no more than two times, because of repeated inadequate submissions by Contractor.

C) Request for Information (RFI)
1) ENGINEER will respond to up to 12 RFIs from Contractor.

D) Field Orders
1) Prepare Field Orders (FOs) and Work Change Directives (WCDs) to facilitate construction progress for changes to the work not involving price or time. Up to 6 combined total FOs and WCDs are assumed.

E) Change Proposal Requests
1) ENGINEER will prepare or review Change Proposal Requests (CPR) for proposed changes to the construction contract or construction scope. Up to 6 CPRs are assumed.

F) Change Orders
1) ENGINEER will assist with reviews of and recommendations for proposed Change Orders.
2) ENGINEER will prepare up to 2 Change Order is assumed.

G) Construction Material Testing (CMT) for Quality Assurance
1) ENGINEER will order special inspection or testing necessary to review if materials, products, assemblages, and equipment conform to the design concept and the Contract Documents for quality assurance purposes.
   (a) Quality control testing remains the responsibility of the Contractor.
2) ENGINEER will utilize OWNER's CMT contractor(s).
   (a) CMT contractor cost will be paid by OWNER.
3) ENGINEER will review certificates of inspections, tests, and approvals as provided by Contractor.

H) Construction Progress Meetings
1) ENGINEER will facilitate up to 18, 2-hour, monthly construction progress meetings at or near the WORK site.
2) Following each progress meeting, ENGINEER will visit the WORK site for up to 2-hours of review with the Contractor and OWNER.
3) ENGINEER will attend construction progress and site visit meetings.
4) ENGINEER will prepare agenda and meeting minutes and distribute to Contractor and City

I) Miscellaneous Site Visits
1) Given the nature of construction, ENGINEER will make up to 4 additional as needed, 2-hour site visits to observe the progress and quality of Contractor's executed work in relation to the ENGINEER'S design and document site visit.

J) Construction Observation
1) ENGINEER will provide a Resident Project Representative (RPR) to observe construction activities performed by the contractor to verify that installation is being performed in accordance with the Contract Documents.
2) Construction observations will be performed through the 18-months expected construction duration based on the following assumptions:
   (a) Months 1 and 2: periodic daily observation not to exceed 20 hours per week.
   (b) Months 3 to 16: daily observation not to exceed 40 hours per week.
   (c) Months 17 and 18: periodic daily observation not to exceed 20 hours per week.

(d) ENGINEER will:
  (i) Prepare daily work reports, and take pertinent photographs,
  (ii) Review Contractor's approach and compliance with environmental conservation plans, erosion control plans and stormwater control plans, traffic control plans and implementation,
  (iii) Interpret construction documents, coordinate with ENGINEER and provide clarification to Contractor,
  (iv) Measure and document quantities of materials delivered to the WORK site and incorporated into the WORK,
  (v) Observe Contractor's Quality Control testing,
  (vi) Communicate with property owners and stakeholders regarding construction activities, and
  (vii) Attend monthly construction progress meetings.

K) Acceptability and Payment for WORK

1) ENGINEER will prepare written decisions on issues relating to the acceptability of the contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of the contractor's work based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation.
2) ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's Representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work.
3) In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
4) By recommending payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents.
5) Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens,

claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

L) Substantial Completion
   1) After notice from Contractor that the entire WORK is ready for its intended use, ENGINEER with OWNER and Contractor, will visit the WORK to determine if the WORK is substantially complete.
   2) If deficiencies in the Contractor's Work are observed, ENGINEER will prepare a list documenting observed deficiencies to OWNER.
   3) If after considering any objections of OWNER, ENGINEER considers the WORK substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

M) Final Completion
   1) ENGINEER will conduct a final visit to the Project to determine if the completed WORK meets the design intent so that ENGINEER may recommend, in writing, final payment to Contractor.
   2) Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the WORK is acceptable (subject to the provisions herein) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

N) Record Drawings
   1) ENGINEER will prepare Record Drawings based on "red-line" markups information provided by the Contractor.
   2) Record drawings will be completed within 4 weeks after receipt of Contractor "red-line" markups.

O) Assumptions
   1) ENGINEER shall not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction.
   2) ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor.
   3) ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents.
   4) ENGINEER shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents; however, the ENGINEER shall report to the OWNER any deficiencies in the work identified by the ENGINEER.
   5) Construction duration is expected to be 18 months from Notice to Proceed until Final Completion. Construction duration more than 18 months will require an amendment to this Task Order.
   6) Duration from Substantial Completion to Final Completion is 6 weeks.

P) OWNER will be responsible for:
   1) Quality Assurance materials testing costs.

GENERAL ASSUMPTIONS

1) Detailed designs will not be prepared for WORK.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

The OWNER shall coordinate and, as necessary, attend meetings with the ENGINEER either by phone or in person during the design, bidding, and construction of the project.

PART 4.0 PERIODS OF SERVICE:

ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP). ENGINEER will complete its obligations within a reasonable time per the following target schedule:

Task	Target Completion Time
Task 1: Project Management	21 months
Task 2: Bidding Phase Services	2 Months from NTP and completion of WORK design
Task 3: Construction Phase Services	After completion of Task 2, 18 months plus 1 month for Record Drawing Preparation

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, will be adjusted equitably.

If OWNER authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

PART 5.0 ENGINEER'S FEE

OWNER shall pay ENGINEER for the services set forth in Part 2.0 on a LUMP SUM and Time and Materials (T & M, Not to exceed without approval) payment basis in the amounts as shown as follows.

Task	Compensation	Fee
Task 1: Project Management	Lump Sum	$62,000
Task 2: Bidding Phase Services	Lump Sum	$27,000
Task 3: Construction Phase Services	T & M, NTE	$570,400
	TOTAL	**$659,400**

The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services completed during the billing period.

Time and Materials, Not To Exceed, will be compensated at 3.25 times raw labor rates for ENGINEER's office personnel and 2.80 times raw labor rates for ENGINEER's RPR providing Construction Observation per Task 3.J.

This Task Order is executed this _____ day of _____, 2024.

CITY OF TAYLOR		HDR ENGINEERING, INC.	
"OWNER"		"ENGINEER"	
BY:		BY:	
NAME:	Brian LaBorde	NAME:	Mark Borenstein, P.E.
TITLE:	City Manager	TITLE:	Senior Vice President
ADDRESS:	400 Porter St. Taylor, TX 76574	ADDRESS:	4401 West Gate Blvd Suite 400 Austin, TX 78745

INTERLOCAL AGREEMENT REGARDING AIRPORT SEWER PROJECT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the City of Taylor, a Home Rule municipality in the State of Texas ("City") and the Taylor Economic Development Corporation, ("EDC"), Texas corporation. The City and EDC are sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties".

WHEREAS, the Parties desire to enter into this Agreement for EDC to reimburse City for the costs incurred by the City the project known as the Airport Sewer Project (aka HWY 79 Sewer Phase 1);

WHEREAS, the EDC agrees to reimburse the City for costs incurred by the City to conduct a Water Supply Study, perform the preliminary engineering to extend sewer service beyond the airport to the western city limit, and to construct the sewer line, which more particularly described in Exhibits "A," "B," and "C" to this Agreement;

WHEREAS, the Airport Sewer Project will provide needed extension of infrastructure for economic development prospects located in the proposed service area of the line;

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II.
AGREEMENT

1.01 Study and Design. The City, with the assistance of their consultants, will conduct a Water Supply Study as described in Exhibit "A" and engineer, design, and permit the Airport Sewer Project as described in Exhibit "B".

1.02 Construction and Permitting Costs. The City will bid and construct the Airport Sewer Project as described in in Exhibit "C."

1.03 Acquisition of Real Property Rights. In order to construct the Airport Sewer Project, the City will have to acquire real property easement rights. EDC hereby authorizes the City to undertake the acquisition of utility easements and other real property rights and interest through negotiation or condemnation which are necessary for the Airport Sewer Project. This authorization includes property acquisition costs, appraisal costs, title fees, permitting,

mobilization, attorney fees, environmental, geotechnical, subterranean, and other costs which may be necessary in the acquisition of real property rights.

1.04 Reimbursement. EDC will reimburse City for the costs incurred for the Water Supply Study, the design, engineering, and permitting for the Airport Sewer Project, all costs associated with the acquisition of real property rights, costs of construction of the Airport Sewer Project, and any other costs for the scope of the work described in Exhibits "A," "B," or "C." The City will present the reimbursement costs, along with backup documentation, to EDC. EDC shall promptly pay City the reimbursement costs.

1.05 Plans and Specifications. City will make available all documentation of reimbursable costs incurred for the easement acquisition costs for the Airport Sewer Project.

1.06 Developer impact fee reimbursement to EDC. City agrees to make all reasonable efforts to work with EDC to reimburse EDC for its contributions to the Airport Sewer Project through developer impact fees or portion thereof paid to City as developments connect to the Airport Sewer system.

ARTICLE III.
GENERAL PROVISIONS

2.01 Entire Agreement. This written Agreement constitutes the entire Agreement between the Parties, and any prior oral agreement which purports to vary from the terms hereof shall be void.

2.02 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this Agreement.

2.03 Successors and Assigns. Neither Party may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other Party.

2.04 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either Party.

2.05 Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and the obligations are performable and venue for any dispute arising out of this Agreement shall lie in Williamson County, Texas.

2.06 Notice. Unless otherwise noted, all notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, postage prepaid or by hand delivery to the following addresses:

City of Taylor
Attention: City Manager
400 Porter Street
Taylor, Texas 76574

Taylor Economic
Development Corporation
Attention: Executive Director
112 W. 2nd Street, Suite 203
Taylor, Texas 76574

2.07 Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

2.08 Force Majeure. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

2.09 Rights and Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Entity, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The parties hereto do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

2.10 Performance Obligations. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

2.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

2.12 Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary

action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

2.13 Binding Effect. This Agreement shall be binding upon and inures to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein; however, this Agreement confers no rights or benefits on any third Parties.

IN WITNESS THEREOF, the Parties, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original and have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

CITY OF TAYLOR, TEXAS

By:_____
Brian LaBorde
City Manager

Date: September _____, 2024

ATTEST:

By:_____
Diana McLean, City Clerk

TAYLOR ECONOMIC DEVELOPMENT CORPORATION

By:_____
Ben White
Executive Director

Date: September _____, 2024

ATTEST:

By:_____

EXHIBIT
A

TASK ORDER No. 56

Water Supply Study

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

TASK ORDER NUMBER: 56
PROJECT NAME: Water Supply Study

PART 1.0 PROJECT BACKGROUND AND DESCRIPTION:

This Task Order is to evaluate water supply alternatives for supplying additional water to the southeast side of the City for future industrial development. The City currently obtains treated surface water from the Brazos River Authority (BRA) from Lake Granger, which enters the water distribution system on the north side of Taylor for conveyance throughout the City. The existing infrastructure cannot provide increased water supply to the southeast side of Taylor for serving planned and anticipated industrial development in this area. Significant capital improvements plan (CIP) projects are required to add capacity in the current system to serve this area.

The City is experiencing accelerated growth and increasing development interest, which is increasing projected demands on the water supply system, especially in the southeast side of Taylor. As such, there is growing interest in alternative water sources to meet anticipated demands in southeast Taylor, and to diversify the City's water supply.

This study will evaluate alternatives for providing an additional 2 million gallons per day (MGD) and 4 MGD to the southeast side of Taylor. These alternatives include the following (Refer to Exhibit 1 and Exhibit 2):

1. Increasing the BRA water supply contract floor and constructing required CIP improvements to the distribution system to add capacity to convey water to the southeast side of Taylor.
2. Rehabilitating and providing treatment for the existing Trinity well at the Southwood Hills Elevated Storage Tank (EST) site, including necessary brine disposal, to provide additional water supply to the southeast area.
3. Increasing the BRA water supply contract floor and constructing CIP improvements to add capacity to convey water to blend with the rehabilitated Trinity well supply and provide additional water supply to the southeast area.
4. Incorporating water from the Recharge Groundwater Supply System (Recharge), as a standalone alternative, to provide additional water supply to the southeast area.
5. Incorporating water from the Recharge Groundwater Supply System (Recharge), as a standalone alternative, and blending with the rehabilitated Trinity well supply to provide additional water supply to the southeast area.

6. Incorporating water from the Recharge supply utilizing the City of Hutto existing transmission pipeline and, in exchange, the City of Taylor would provide the City of Hutto additional water supply from the City of Taylor's west (high) zone through the existing connection at Frame Switch.
7. Incorporating water from the Recharge supply utilizing the City of Hutto existing transmission pipeline and, in exchange, the City of Taylor would provide the City of Hutto additional water supply from the City of Taylor's west (high) zone through the existing connection at Frame Switch. Utilize the Recharge water supply to blend with the rehabilitated Trinity well supply and provide additional water supply to the southeast area.
8. Incorporating water from the EPCOR SH 130 groundwater supply system (EPCOR), as a standalone alternative, to provide additional water supply to the southeast area.
9. Incorporating water from the EPCOR system and blending with the rehabilitated Trinity well supply to provide additional water supply to the southeast area.
10. Adding advanced treatment for the outflow from the Mustang Creek Wastewater Treatment Plant (WWTP) effluent to be conveyed in a separate reuse system for industrial purposes.

The evaluation will be conducted in two steps. The initial step will be to conduct a high-level screening evaluation for the alternatives listed previously to narrow the alternatives to up to four for more detailed evaluations. The initial analysis shall be conducted using the Texas Water Development Board Unified Cost Model (UCM) to perform a relative comparison of alternatives, supplemented with additional cost data as needed.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

Task 1 – Project Management

1) ENGINEER will initiate and manage the ENGINEER's scope of the Work, and coordinate with the City to complete the project and address the City's goals.
2) ENGINEER will prepare status reports and monthly invoices.
3) ENGINEER will attend a virtual project kick-off meeting with the City and its representatives. ENGINEER attendees will include the Project Manager, Project Principal and Project Engineer.
4) Institute and manage a QA/QC program for the work performed on this project. Senior technical staff who are not involved with the project will perform internal QA/QC reviews.
5) Deliverables:
   a) Meeting minutes, in PDF format.
   b) Monthly invoices and status reports.

Task 2 – Data Collection

1) ENGINEER will collect and review available data and information needed for the study. For additional data identified to be needed, HDR will initiate data requests to the City and water providers as needed. Anticipated data needs include, but are not limited to:
   a) Water quality data for water in the Taylor distribution system (BRA water).
   b) Southwood Hills Trinity well water quality analysis.
   c) Southwood Hills Trinity well construction documentation, screen information, well logs, available video inspection, etc.

d) Recent tank inspection reports for the Southwood Hills EST and ground storage tank.
e) Information on the Recharge Groundwater Supply System (planned conveyance system maps, well capacity, pump station capacity, water quality, rate structure, contract terms, etc.).
f) Information on the EPCOR Supply System (planned conveyance system maps, well capacity, pump station capacity, water quality, rate structure, contract terms, etc.).
g) Mustang Creek WWTP effluent water quality data.
h) Current potable water demand or billing data.
i) Projected monthly and peak day water demands by industrial customers.

2) Assumptions:
   a) HDR will provide a data request list within one week of notice to proceed (NTP).
   b) Requested data will be provided within two weeks of request.
3) Deliverable: Data request via email.

Task 3 – Alternatives Screening Evaluation

1) ENGINEER will perform a high-level screening evaluation of the alternatives listed in Part 1.0 for providing 2 MGD and 4 MGD to southeast Taylor. This evaluation includes:
   a. Prepare descriptions of the water supply alternatives and identify any potential fatal flaws.
   b. Estimate the sizes for facilities and infrastructure needed to supply the alternative water supply.
   c. Develop conceptual facility and infrastructure plan map.
   d. Prepare planning level cost estimates using the Texas Water Development Board (TWDB) Unified Costing Model (UCM) and cost related assumptions.
   e. Compare the alternatives based on capital cost and unit cost of water to narrow the list to up to four (4) recommended alternatives for more further detailed evaluation in Task 4.
   f. Prepare a Technical Memorandum describing the evaluation.
2) Assumptions
   a. Up to 20 alternatives are included in the screening level evaluation.
   b. Analysis of water quality blends is not included.
   c. The recommended alternatives will be for a specific water supply amount of either 2 MGD or 4 MGD.
   d. The City will provide review comments on a draft Technical Memorandum within 10 days of transmittal.
3) Deliverables:
   a. Draft and final Technical Memorandum summarizing the screening level evaluation in PDF format.

Task 4 – Alternatives In-Depth Evaluation

1) ENGINEER will further evaluate up to four recommended water supply alternatives identified in Task 3 for supplying either 2 MGD or 4 MGD of water for potable and industrial uses in southeast Taylor. The evaluations will include the following:
   a. Identify allowable average and peak supply water supply rates.
   b. Review available water chemistry data for the new water supply and establish water quality goals/parameters for introducing the new supply into the City's system.

c. Evaluate the water treatment needed, if any, to incorporate the supply into the distribution system.
d. Determine the infrastructure needed, if any, to convey the additional water supply to the City's system (pipelines, storage tanks, pump stations, etc.).
e. Determine the infrastructure needed to convey the additional water supply through the water distribution system to serve southeast Taylor.
f. Reevaluate the required water distribution infrastructure planned to serve the southeast side of Taylor for potential reductions in lieu of the new supply entering that zone, and determine the potential cost reductions, if any, to the City's CIP.
g. Identify potential permitting requirements that may need to be addressed.
h. Perform a high-level assessment to determine if there may be any environmental or cultural resource issues or limitations to be addressed with an alternative.

2) Assumptions
   a. Other than the alternative for increasing the BRA floor, the water supply options are assumed to deliver water to the Southwood Hills EST site.
   b. A conceptual pipeline route and facility locations plan will be developed for each alternative. This scope does not include a detailed alternatives analysis for pipeline routes and facility locations.
   c. ENGINEER will utilize the existing water distribution system model to analyze conveying the new supply into the system.
   d. Detailed environmental and cultural assessments, including field work, are not included in this scope.

Task 5 – Benefit Analysis, Cost Estimates, and Schedule

1) Establish Non-Economic Ranking Criteria
   a. Develop non-economic ranking criteria for to be used for comparison purposes. The evaluation criteria may include focus topics such as redundancy and resiliency, environmental factors, permitting, stakeholder cooperation, and duration to complete project.
2) Overall Project Cost Estimates
   a. Prepare planning level (Class 5) costs for each of the alternatives evaluated in Task 4, including capital and O&M costs.

Task - 6 Reports and Presentations

Task – 6.1 Draft and Final Report

1) Prepare and submit a draft alternatives evaluation study report to assemble the evaluations/analyses of the previous tasks, organize and document the information developed in the above tasks, and provide recommendations.
2) Assumptions:
   a. The City will provide review comments within two weeks after receipt of the draft report.
   b. HDR will provide a final report within two weeks after receipt of the City's comments.
3) Deliverables: Draft report in PDF and Word formats and final report in PDF

format.

Task – 6.2 Presentations

1) Prepare a summary of the water supply alternatives evaluation and present at for the following meetings:
    a. Taylor city management – virtual meeting conducted via Teams
    b. Taylor city council – in person meeting
    c. Taylor Economic Corporation (TEDC) – in person meeting
2) Deliverables: Study summary presentation in Power Point format.

PART 3.0 OWNER'S RESPONSIBILITIES:

The City shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the City to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

The City shall coordinate and, as necessary, attend meetings with the ENGINEER either by phone or in person during the project.

PART 4.0 PERIODS OF SERVICE:

ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP).

ENGINEER shall complete its obligations within a reasonable time per the following target schedule:

Data Collection	30 days
Alternative Screening Evaluation:	60 days
Alternatives Evaluation (Up to 4):	60 days
Reports and Presentations:	30 days
Total	180 days

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

If the City authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

PART 5.0 ENGINEER'S FEE:

The City shall pay ENGINEER for the services set forth in Part 2.0 on a lump sum payment basis in the amounts as shown below:

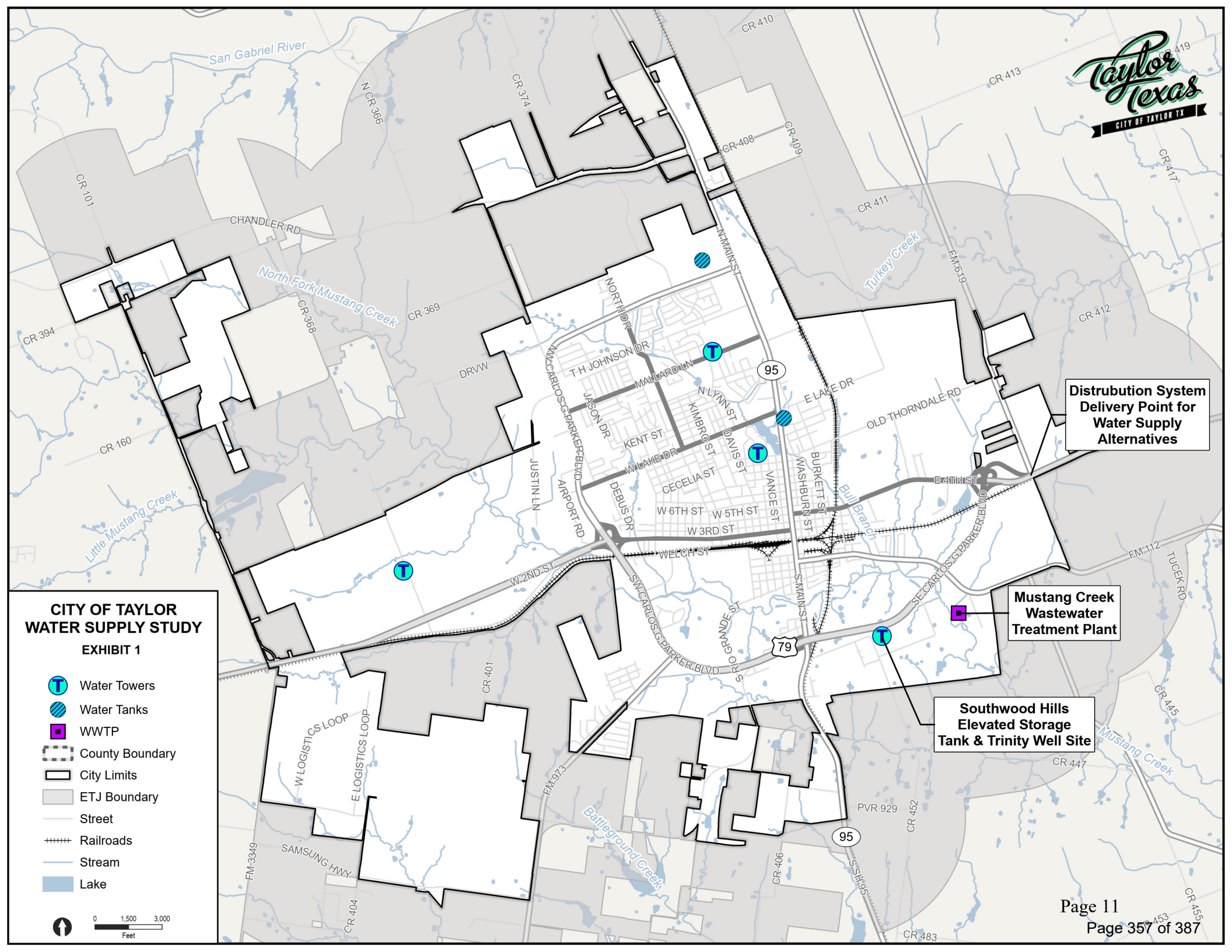
Task No.	Task Name	Fee
1	Project Management	$27,400
2	Data Collection	$11,700
3	Alternatives Screening Evaluation	$98,900
4	Alternatives In-Depth	$62,000
5	Benefit Analysis & Cost Estimates	$21,300
6	Reports and Presentations	$50,400
	Total	**$271,700**

The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the fee to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services completed during the billing period.

This Task Order is executed this _____ day of _____, 2024.

CITY OF TAYLOR		HDR ENGINEERING, INC.	
"OWNER"		"ENGINEER"	
BY:		BY:	
NAME:	Brian LaBorde	NAME:	Mark Borenstein, PE
TITLE:	City Manager	TITLE:	Senior Vice President
ADDRESS:	400 Porter St. Taylor, TX 76574	ADDRESS:	4401 West Gate Blvd Suite 400 Austin, TX 78745


CITY OF TAYLOR
WATER SUPPLY STUDY
EXHIBIT 1
Water Towers
Water Tanks
WWTP
County Boundary
City Limits
ETJ Boundary
Street
Railroads
Stream
Lake
0 1,500 3,000
Feet
Distrubution System Delivery Point for Water Supply Alternatives
Mustang Creek Wastewater Treatment Plant
Southwood Hills Elevated Storage Tank & Trinity Well Site
San Gabriel River
North Fork Mustang Creek
Little Mustang Creek
Turkey Creek
Bull Branch
Battleground Creek
Mustang Creek
CHANDLER RD
T H JOHNSON DR
MAILARD LN
JASON DR
KENT ST
W LAKE DR
CECELIA ST
DEBUS DR
W 6TH ST
W 5TH ST
W 3RD ST
WELCH ST
W 2ND ST
N LYNN ST
KIMBRO ST
DAVIS ST
VANCE ST
WASHBURN ST
BURKETT ST
E 4TH ST
E LAKE DR
OLD THORNDALE RD
NORTH DR
JUSTIN LN
AIRPORT RD
N CARLOS G PARKER BLVD
SW CARLOS G PARKER BLVD
SE CARLOS G PARKER BLVD
S MAIN ST
N MAIN ST
S RIO GRANDE ST
W LOGISTICS LOOP
E LOGISTICS LOOP
SAMSUNG HWY
FM 973
FM 3349
FM 112
FM 619
TUCEK RD
PVR 929
S SH 95
CR 101
CR 366
CR 374
CR 408
CR 409
CR 410
CR 411
CR 413
CR 417
CR 419
CR 412
CR 394
CR 368
CR 369
DRVW
CR 160
CR 401
CR 404
CR 406
CR 452
CR 445
CR 447
CR 453
CR 455
CR 483
95
79

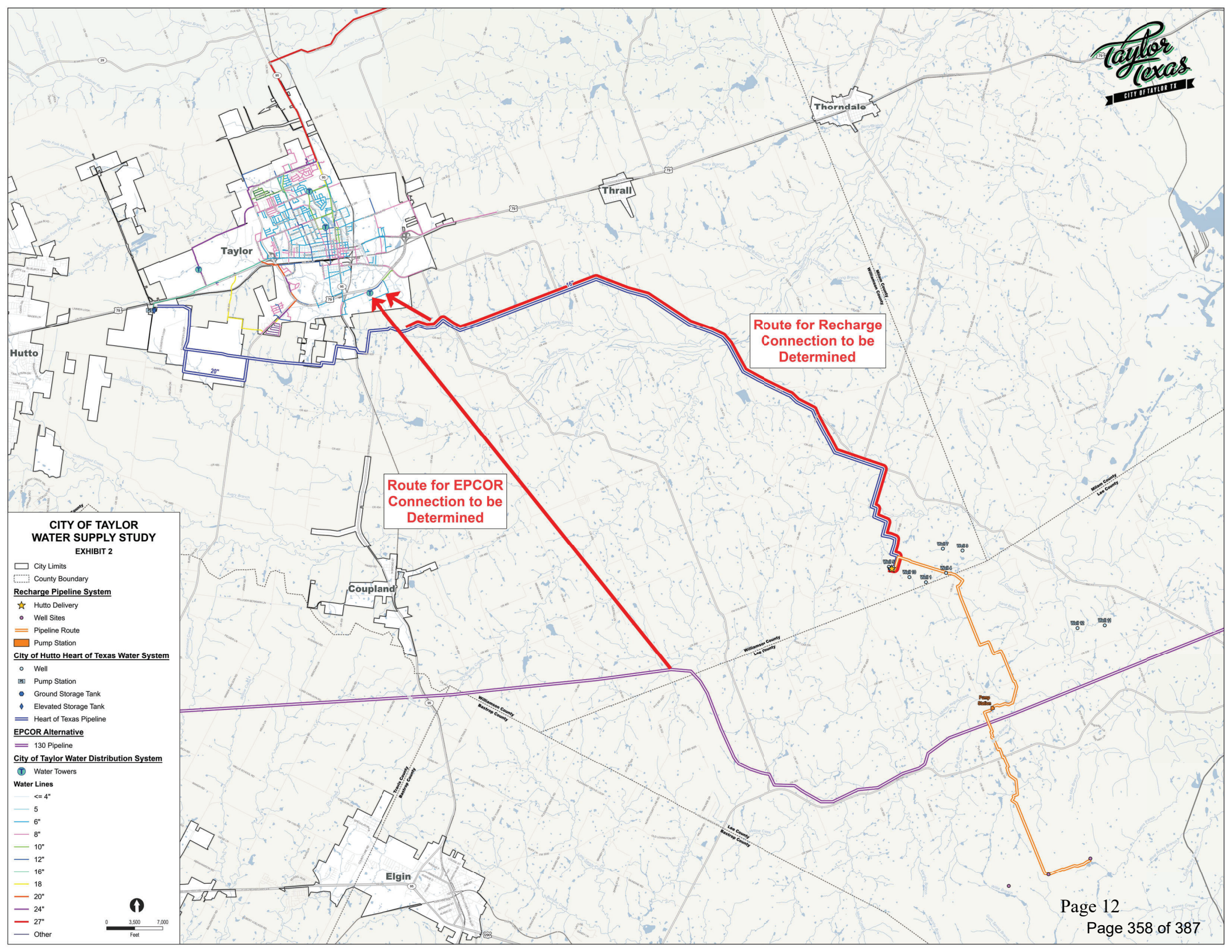

Taylor Texas
CITY OF TAYLOR TX
Thorndale
Thrall
Taylor
Hutto
Coupland
Elgin
Route for Recharge Connection to be Determined
Route for EPCOR Connection to be Determined
16"
20"
CITY OF TAYLOR
WATER SUPPLY STUDY
EXHIBIT 2
City Limits
County Boundary
Recharge Pipeline System
Hutto Delivery
Well Sites
Pipeline Route
Pump Station
City of Hutto Heart of Texas Water System
Well
Pump Station
Ground Storage Tank
Elevated Storage Tank
Heart of Texas Pipeline
EPCOR Alternative
130 Pipeline
City of Taylor Water Distribution System
Water Towers
Water Lines
<= 4"
5
6"
8"
10"
12"
16"
18
20"
24"
27"
Other
0
3,500
7,000
Feet

EXHIBIT B

TASK ORDER No. 57

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

TASK ORDER NUMBER: 57

PROJECT NAME: Highway 79 Sewer Phase 2 Preliminary Engineering

PART 1.0 PROJECT DESCRIPTION:

This Task Order is to provide preliminary engineering services for sanitary sewer alternatives (Project) for the area bounded by Highway 79 (south), Country Road 101 (west), Country Road 398 (north) and Justin Lane (east), herein after known as the study Area. Refer to attached Exhibit 1.

This scope of services will identify potential sanitary sewer alignments and sizes needed to serve the proposed land uses within the Area, integrating technical, constructability, environmental, land and right-of-way, and existing utility factors. Based on these activities, ENGINEER will prepare a Preliminary Engineering Report (PER) as described in Part 2.0.

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

TASK 1: Project Management

A) ENGINEER will initiate and manage the ENGINEER's scope of the WORK, and coordinate with the OWNER to complete the project and address the OWNER 's goals.
B) ENGINEER will prepare monthly invoices and institute and manage a QA/QC program for the work performed on this project.
C) Deliverables
    1) Monthly invoices.

TASK 2: Project Kickoff and Data Collection

A) ENGINEER will conduct a project kick-off meeting with OWNER.
    1) ENGINEER attendees will include the Project Manager, Pipeline Design Engineer, Hydraulic Modeler, and the Right-of-Way Specialist.
    2) The meeting will review Project scope and schedule, design objectives and constraints, objectives, easement requirements, and identify available data and data needs.
B) Anticipated data needs include, but are not limited to:
    1) Data collection will be coordinated with the Wastewater Master Plan and GIS projects being conducted under separate Task Orders.
    2) GIS data for wastewater infrastructure including contour elevations, existing sanitary sewer lines and force mains (invert elevation, diameter, length, material), and lift station information.
    3) Record drawings of wastewater pipes or lift stations.

4) Relevant OWNER planning and land use documents.
5) Planned roadway improvements in the project area.
6) Available property information, and site plans if applicable.

C) Assumptions:
1) OWNER will provide the following data/information:
(a) Review existing GIS data on record and confirm it represents known existing system configuration in the study Area within 30 days of NTP.
(b) Property boundaries and information for the study Area.
2) ENGINEER can rely on data provided by OWNER.

D) Deliverables:
1) Kickoff meeting notes, in PDF format.
2) List of data needs, in email format.

TASK 3: Pipeline Route Technical Evaluation

A) ENGINEER will develop up to two (2) sanitary sewer routing strategies for Area.
1) Strategy 1 will consider:
(a) Trunk sanitary sewer(s) will generally be aligned to follow natural drainage courses in the Area, regardless of land ownership, rights-of-way or easements.
(b) Branch sewers (e.g., sewers to larger land parcels) will generally be aligned to follow proposed thoroughfares, right-of-ways or easements.
(c) Parcels within the Area that are hydraulically isolated from natural drainage courses will be served by lift stations (e.g., parcels along US Hwy 79).
2) Strategy 2 will consider:
(a) Trunk sanitary sewer(s) and branch sewers will generally be aligned to follow proposed thoroughfare right-of-ways, regardless of natural drainage.

B) ENGINEER will conduct one site visit to assess and document constructability issues for each strategy and special features that could affect the sewer line route. Such assessments will consider:
1) Topography and potential impacts to hydraulics and construction.
2) Hydraulic conditions and constraints from flow modeling.
3) Coordination with local, county, and State agencies to identify planned roadway or right-of-way changes in the vicinity of the alternative routes and requirements that impact installation of a new sewer line across or in the right-of-way (ROW).
4) TxDOT and Williamson County Permitting requirements for installing the sewer line across or within agency ROW.
5) Review and adjust potential routes based on factors identified from the environmental screening, property, easement. and right-of-way assessment; and the utilities evaluations, as described in subsequent Tasks 4, 5, and 6.

C) ENGINEER will conduct an in-person meeting with the OWNER to present preliminary findings on the two strategies and potential routes and diameters. This could result in adjusting the routes or possibly eliminating a route from further evaluation.

D) ENGINEER will provide analysis and comparison of the two strategies that considers and includes:
1) A preliminary design for the recommended route for each strategy.
2) Construction timing and sequencing considerations for each strategy.
3) Planning level Opinions of Probable Construction Cost (OPCC) for the two alternative routes in accordance with an AACE International Class 5 estimate.

(a) Information gathered in the environmental, right-of-way, utility and technical evaluations may indicate a route alternative is not feasible.
(b) An OPCC will not be developed for an unfeasible alternative.

E) Assumptions:
(a) The OWNER will provide anticipated land use and development expectations (e.g., residential, commercial, etc.) to ENGINEER.
(b) Private properties will not be accessed since rights of entry for field investigation will not be provided in this evaluation.
(c) Downstream sanitary sewer is sufficiently sized to convey flows from the Area and additional hydraulic modeling of downstream sewers will not be necessary.
(d) Branch sewer analysis and routing will not extend into individual parcels, rather it will consider parcel boundaries and hydraulic features (e.g., ridge lines).
(e) Branch sewers will terminate at one location per parcel, or possibly two (2) if the parcel has a topographic highpoint/ridge preventing the entire parcel from gravity flowing to a single location.
(f) The AACE Class 5 estimate will be based on recommended practice number 18R-97.
(g) The OPCCs are to be made based on HDR's engineering experience, qualifications, and general familiarity with the construction industry for similar facilities.
(h) Because HDR has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, HDR cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from OPCCs prepared by HDR.

F) Deliverables
1) The documentation and findings of this task will be incorporated into a Technical Memorandum for inclusion within the Preliminary Engineering Report (Task 7).

TASK 4: Environmental Screening Coordination

A) ENGINEER will conduct a desktop analysis of the environmental constraints for two alternative routes using subject matter research, GIS analysis, and interactive internet mapping applications. Information from this task will be incorporated into the pipeline technical route analysis (Task 3).

B) ENGINEER will develop an Environmental Constraints report and exhibits describing and summarizing the following:
1) Sensitive species including listed Threatened and Endangered species potentially near the project (TPWD Natural Diversity Database).
2) Wetlands and surface waters based on remote sensing and existing GIS data (this does not constitute a wetlands delineation for permitting purposes).
3) Known cultural resources and historic properties listed with the Texas Historical Commission (THC).
4) Location of parks and other public places / recreational property
5) Land use.
6) Permit evaluation of all potentially applicable federal, state, and local permits, including permitting thresholds, permitting conditions, and estimated processing timelines.

C) Assumptions:
1) Project area research is limited to the boundary noted in Exhibit 1.
2) Digital resource data for the Project area are readily and publicly available.
3) No site visits will be conducted as a part of this preliminary task.

4) No regulatory agency coordination will occur as a part of this task, apart from general phone calls, if necessary, requesting location of publicly available data, potential permits, etc.
5) Information on water resources will be based on aerial photography interpretation, National Wetland Inventory, and the National Hydrography Dataset.
6) A delineation of potential waters of the U.S. is not included in this project phase.

D) Deliverables:
1) Draft and final environmental constraints analysis report of the two (2) alternative alignments, in PDF format.
2) GIS map and shape files of environmental resources (electronic files).
3) The documentation and findings of this task will be incorporated into a Technical Memorandum for inclusion within the Preliminary Engineering Report (Task 7).

TASK 5: Preliminary Property, Easement, and Right-of-Way Services

A) ENGINEER will provide preliminary easements and right-of-way services to support evaluating the sewer line route alternatives. Information gathered in this task will be incorporated into the pipeline route technical evaluation (Task 3).
B) ENGINEER will attend up to three meetings with the OWNER to discuss research.
C) ENGINEER will prepare an initial property owner list with property owner contact information.
D) ENGINEER will conduct preliminary property, easement and ROW research as follows:
1) Parcel ownership in the proposed alternatives.
(a) For estimating purposes approximately 30 landowners are assumed.
2) Obtain copies of the current Assessor's Parcel Information and Maps at the alternative locations.
3) Acquire copies of Maps from the County at the alternative locations.
4) Perform title research such as recorded deeds of the current owners.
(a) Research additional information available from other sources that may be used in assisting with right-of-way analysis.
(b) This information will be limited based on what is publicly available.
E) ENGINEER will provide a cost estimate for the acquisition of the easements for each of the route alternatives.
F) Assumptions:
1) Approximately 30 property owners have parcels that may be impacted by the new sewer pipeline; however, the number will vary for each alternative route.
2) All deliverables will be as PDF or in GIS.
G) Deliverables:
1) Initial list of property owner with owner contact information.
2) Cost estimates for easement acquisitions up to two alternative pipeline routes.
3) The documentation and findings of this task will be incorporated into a Technical Memorandum for inclusion within the Preliminary Engineering Report (Task 7).

TASK 6: Utilities Evaluation

A) ENGINEER will perform an evaluation of potential major or significant (e.g., pipelines) existing and planned utilities that may affect each of the alternative routes.
B) ENGINEER will:
1) Identify and coordinate with utilities and OWNER, County, and known private utilities within each alternative pipeline route. This includes:

(a) Perform a "One Call" and review Texas Railroad Commission pipeline information.
(b) Identify utility point of contact and collecting information on the type of utility and location, including available record documents/drawings.

2) Attend one utility coordination meeting to clarify utility information and potential relocation requirements (one individual meeting per utility, and one joint City of Taylor Utility Meeting).
3) Review utility companies' prior rights, existing easements, easement requirements and entry requirements.
4) Identify potential subsurface utility engineering (SUE) needs.

C) ENGINEER will prepare a spreadsheet matrix and map exhibit of major potential identified utility conflicts/ crossings for each alternative pipeline route.
D) ENGINEER will prepare evaluate the two alternative routes in relation to potential major utility constraints and crossings and provide recommendations for route adjustments or utility relocation, if needed, to mitigate potential utility conflicts.
E) ENGINEER will provide recommendations for mitigating high-risk potential utility conflicts and/or long lead relocations, as needed.
F) Preliminary opinion of probable costs for potential utility conflicts or relocation will be estimated for utilities that have prior rights.
G) Assumptions:
1) Adequate information (e.g., utility records and any property interests) for all potentially affected utilities is obtained from the utility companies.
2) Field SUE services are not included in the scope. SUE services can be provided as additional work if needed and authorized by the OWNER. SUE services will be included in the design phase.
3) All deliverables will be in PDF format.

H) Deliverables:
1) Utilities contact information and documentation.
2) Utility coordination communication log.
3) Utilities conflicts list of major potential utility conflicts and large-scale utility layout.
4) The documentation and findings of this task will be incorporated into a Technical Memorandum for inclusion within the Preliminary Engineering Report (Task 7).

TASK 7: Preliminary Engineering Report

A) ENGINEER will prepare a Preliminary Engineering Report (PER) that includes the following:
1) Proposed project description.
2) Summary of the alternative pipeline route evaluations, including the engineering, environmental, and property aspects.
3) Preliminary Opinions of Probable Construction Cost (OPCC) for each alternative pipeline route.
4) Recommendation for preferred pipeline route.
5) Basis of design for the new sewer pipeline that includes flowrates from the parcels within the project area (e.g., single flow rate per parcel).
6) Appendices that document the information obtained to support the PER, including:
(a) Utilities information and findings.
(b) Environmental information and findings.
(c) Property information.
7) Route evaluations.

B) Draft PER will be submitted to OWNER for review and approval.
C) ENGINEER will revise PER following receipt of comments from OWNER.

D) Final PER will be presented to OWNER in up to 2 in-person public meetings.
E) Assumptions:
   1) The report will be finalized within 15 days after receipt of the OWNER 's review comments on the draft report.
   2) All deliverables will be in PDF format.
F) Deliverables:
   1) Draft and Final PER.

GENERAL ASSUMPTIONS

1) Detailed designs will not be prepared for WORK.
2) ENGINEER will notify the OWNER of any changes to the scope of work and additional services will not be performed without written approval.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

The OWNER shall coordinate and, as necessary, attend meetings with the ENGINEER either by phone or in person during the design, bidding, and construction of the project.

PART 4.0 PERIODS OF SERVICE:

ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP). ENGINEER will complete its obligations within a reasonable time per the following target schedule:

Task	**Target Completion Time (calendar days)**
TASK 1: Project Management	180
TASK 2: Project Kickoff and Data Collection	30
TASK 3: Pipeline Route Technical Evaluation	150
TASK 4: Environmental Screening Coordination	90
TASK 5: Preliminary Property, Easement, and Right-of-Way Services	120
TASK 6: Utilities Evaluation	90
TASK 7: Preliminary Engineering Report	180

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, will be adjusted equitably.

If OWNER authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

PART 5.0 ENGINEER'S FEE

OWNER shall pay ENGINEER for the services set forth in Part 2.0 on a LUMP SUM payment basis in the amounts as shown as follows.

Task	Fee
TASK 1: Project Management	$25,800
TASK 2: Project Kickoff and Data Collection	$9,200
TASK 3: Pipeline Route Technical Evaluation	$80,200
TASK 4: Environmental Screening Coordination	$13,300
TASK 5: Preliminary Property, Easement, and Right-of-Way Services	$46,200
TASK 6: Utilities Evaluation	$22,700
TASK 7: Preliminary Engineering Report	$51,400
TOTAL	**$248,800**

The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services completed during the billing period.

This Task Order is executed this _____ day of _____, 2024.

CITY OF TAYLOR		HDR ENGINEERING, INC.	
"OWNER"		"ENGINEER"	
BY:		BY:	
NAME:	Brian LaBorde	NAME:	Mark Borenstein, P.E.
TITLE:	City Manager	TITLE:	Senior Vice President
ADDRESS:	400 Porter St. Taylor, TX 76574	ADDRESS:	4401 West Gate Blvd Suite 400 Austin, TX 78745

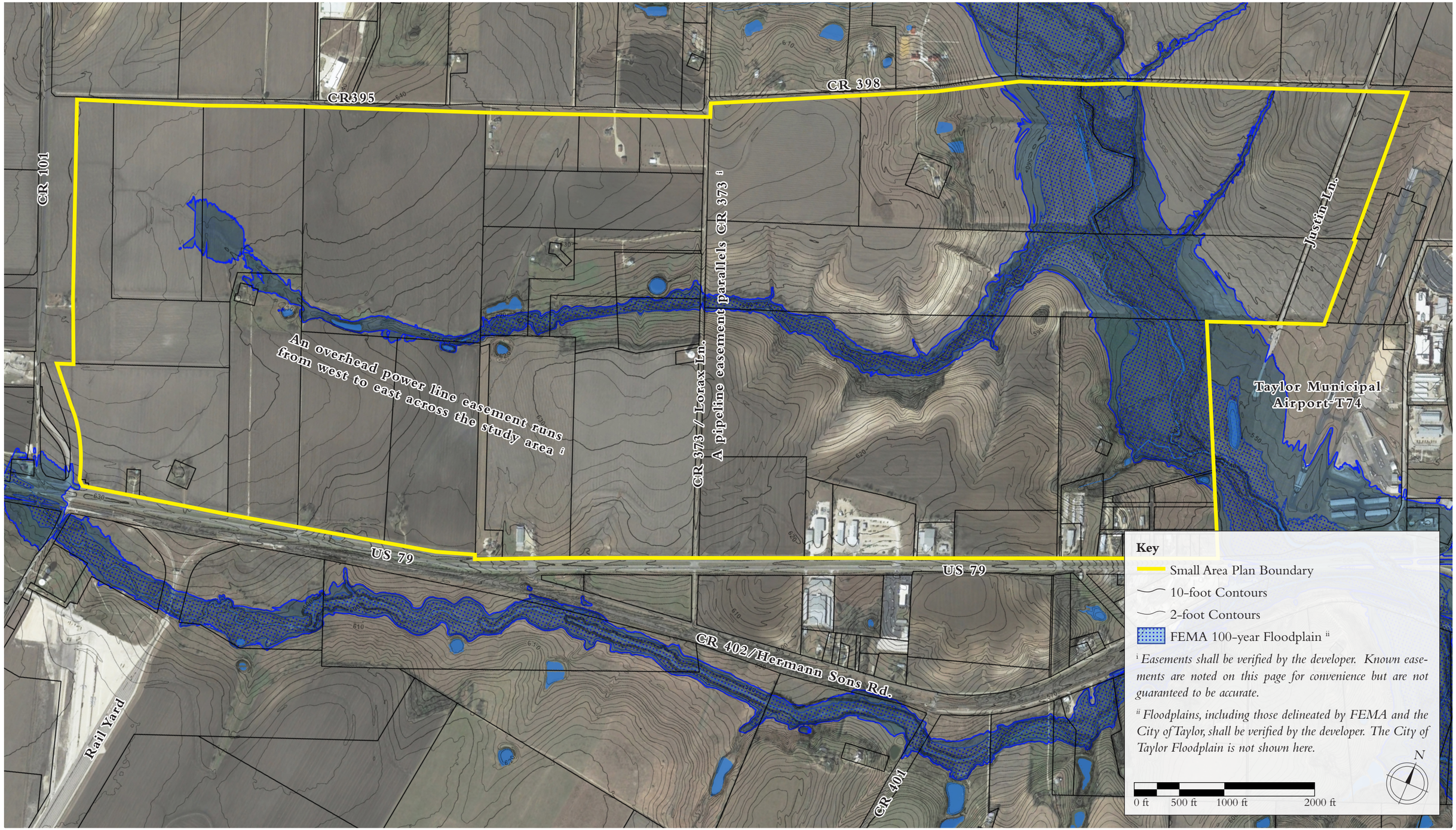

CR395
CR 398
CR 101
Justin Ln.
CR 373 / Lorax Ln.
A pipeline easement parallels CR 373 [i]
An overhead power line easement runs from west to east across the study area [i]
Taylor Municipal Airport-T74
US 79
US 79
CR 402/Hermann Sons Rd.
Rail Yard
CR 401
Key
Small Area Plan Boundary
10-foot Contours
2-foot Contours
FEMA 100-year Floodplain [ii]
[i] Easements shall be verified by the developer. Known easements are noted on this page for convenience but are not guaranteed to be accurate.
[ii] Floodplains, including those delineated by FEMA and the City of Taylor, shall be verified by the developer. The City of Taylor Floodplain is not shown here.
N
0 ft
500 ft
1000 ft
2000 ft

EXHIBIT
C

TASK ORDER No. 58

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

TASK ORDER NUMBER: 58

PROJECT NAME: Airport Sewer Bid and Construction Phase Services

PART 1.0 PROJECT DESCRIPTION:

This Task Order is to provide bid and construction phase service for approximately 5,100 linear-feet of 24-inch gravity sanitary sewer (Sewer) between the existing Airport Lift Station and the existing 36-inch sanitary sewer installed as part of the FM 973 Sewer Line project, located at the intersection of Carlos G Parker Boulevard and South Edmond Street ("WORK").

Design of WORK was accomplished as part of Task Order 37 between OWNER and ENGINEER.

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

TASK 1: Project Management (Lump Sum)

A) ENGINEER will initiate and manage the ENGINEER's scope of the WORK, and coordinate with the OWNER to complete the project.
B) ENGINEER will develop monthly invoices and institute and manage a QA/QC program for the work performed on this project.
C) ENGINEER will establish and manage a document control platform (e.g., Newforma) for document control purposes, documentation and workflow needs between City, ENGINEER and selected contractor(s).
D) Deliverables
    1) Monthly invoices.

TASK 2: Bidding Phase Services (Lump Sum)

A) ENGINEER will prepare public Notice of Bid for CITY to publish in accordance with State and local bidding requirements.
    1) OWNER will submit and pay for any cost with bid advertisement in local media.
B) ENGINEER will conduct a Pre-Bid Meeting with OWNER and potential bidders.
    1) This meeting will be approximately 1 hour and will occur in person at an OWNER facility.
    2) Following the Pre-Bid Meeting, ENGINEER and OWNER will conduct a 2-hour field visit with potential bidders.
C) ENGINEER will prepare responses to bidders' questions and prepare two (2) addenda to clarify, correct, or modify the bidding documents and submit to the OWNER for distribution to potential bidders.

D) ENGINEER will provide information or assistance as needed, by ENGINEER's Project Manager, or delegate, to the OWNER.
E) ENGINEER will attend and facilitate the Bid Opening.
F) ENGINEER will review bids, check apparent low-bidder's references, prepare a Bid Tabulation and Recommendation to Award letter for OWNER.
G) Upon completion of Bidding phase, ENGINEER will prepare Issued for Construction drawings and specifications for the Contractor's use.
    1) A PDF of conformed drawings and specifications will be provided to OWNER for distribution to selected Contractor.
H) ENGINEER will receive selected Contractor's contract document, bond, insurance, etc., and facilitate execution of Construction Contract by OWNER and Contractor
I) Assumptions
    1) ENGINEER will provide bidding documents to OWNER for distribution to prospective bidders.
    2) ENGINEER assumes prospective bidders will obtain bidding documents from an online document distribution system. Hard copies of bidding documents will not be prepared.
J) Deliverables
    1) Pre-Bid Meeting Agenda and Minutes.
    2) Addendums.
    3) Recommendation to Award letter.
    4) Issued for Construction drawings and specifications.

TASK 3: Construction Phase Services (Time and Materials, not to Exceed)

A) Pre-Construction Conference
    1) ENGINEER will conduct a 1-hour pre-construction conference prior to commencement of WORK at the project site.
    2) The conference will be held at the OWNER's offices and will be attended by the ENGINEER's project manager and project engineer.
    3) ENGINEER will prepare agenda and meeting minutes and distribute to Contractor and OWNER.
B) Submittals
    1) The Contractor will submit to the ENGINEER the proposed Schedule of Submittals, including but not limited to Shop Drawings, Product Manuals, Samples, etc., for review, comment, and concurrence by the ENGINEER prior to the start of the submittal process for review, comment, and eventual concurrence by the ENGINEER.
    2) ENGINEER will maintain a log of all submittals, RFIs, change orders, field orders, and other pertinent correspondence between City, ENGINEER and Contractor(s).
    3) ENGINEER will provide to OWNER on a monthly basis a status update of submittals, RFIs, change order and other pertinent correspondence.
    4) After Contractor's review and approval of submittals (e.g., Shop Drawings, Product Data and samples), ENGINEER will review and take appropriate action on the Contractor's submittals, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
        (a) Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
        (b) The review of a specific item will not indicate review of an assembly of which the item is a component.

5) ENGINEER will log, track, and distribute submittals to the appropriate ENGINEER project team members for review.
6) ENGINEER will evaluate and determine the acceptability of substitute, or "or-equal" materials and equipment proposed by Contractor.
7) ENGINEER will review up to 25 shop drawing submittals/resubmittals are assumed.
   (a) ENGINEER will review up to 10 shop drawings or other Contractor submittals no more than two times, because of repeated inadequate submissions by Contractor.

C) Request for Information (RFI)
1) ENGINEER will respond to up to 12 RFIs from Contractor.

D) Field Orders
1) Prepare Field Orders (FOs) and Work Change Directives (WCDs) to facilitate construction progress for changes to the work not involving price or time. Up to 6 combined total FOs and WCDs are assumed.

E) Change Proposal Requests
1) ENGINEER will prepare or review Change Proposal Requests (CPR) for proposed changes to the construction contract or construction scope. Up to 6 CPRs are assumed.

F) Change Orders
1) ENGINEER will assist with reviews of and recommendations for proposed Change Orders.
2) ENGINEER will prepare up to 2 Change Order is assumed.

G) Construction Material Testing (CMT) for Quality Assurance
1) ENGINEER will order special inspection or testing necessary to review if materials, products, assemblages, and equipment conform to the design concept and the Contract Documents for quality assurance purposes.
   (a) Quality control testing remains the responsibility of the Contractor.
2) ENGINEER will utilize OWNER's CMT contractor(s).
   (a) CMT contractor cost will be paid by OWNER.
3) ENGINEER will review certificates of inspections, tests, and approvals as provided by Contractor.

H) Construction Progress Meetings
1) ENGINEER will facilitate up to 18, 2-hour, monthly construction progress meetings at or near the WORK site.
2) Following each progress meeting, ENGINEER will visit the WORK site for up to 2-hours of review with the Contractor and OWNER.
3) ENGINEER will attend construction progress and site visit meetings.
4) ENGINEER will prepare agenda and meeting minutes and distribute to Contractor and City

I) Miscellaneous Site Visits
1) Given the nature of construction, ENGINEER will make up to 4 additional as needed, 2-hour site visits to observe the progress and quality of Contractor's executed work in relation to the ENGINEER'S design and document site visit.

J) Construction Observation
1) ENGINEER will provide a Resident Project Representative (RPR) to observe construction activities performed by the contractor to verify that installation is being performed in accordance with the Contract Documents.
2) Construction observations will be performed through the 18-months expected construction duration based on the following assumptions:
   (a) Months 1 and 2: periodic daily observation not to exceed 20 hours per week.
   (b) Months 3 to 16: daily observation not to exceed 40 hours per week.
   (c) Months 17 and 18: periodic daily observation not to exceed 20 hours per week.

(d) ENGINEER will:
  (i) Prepare daily work reports, and take pertinent photographs,
  (ii) Review Contractor's approach and compliance with environmental conservation plans, erosion control plans and stormwater control plans, traffic control plans and implementation,
  (iii) Interpret construction documents, coordinate with ENGINEER and provide clarification to Contractor,
  (iv) Measure and document quantities of materials delivered to the WORK site and incorporated into the WORK,
  (v) Observe Contractor's Quality Control testing,
  (vi) Communicate with property owners and stakeholders regarding construction activities, and
  (vii) Attend monthly construction progress meetings.

K) Acceptability and Payment for WORK

1) ENGINEER will prepare written decisions on issues relating to the acceptability of the contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of the contractor's work based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation.
2) ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's Representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work.
3) In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
4) By recommending payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents.
5) Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens,

claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

L) Substantial Completion
   1) After notice from Contractor that the entire WORK is ready for its intended use, ENGINEER with OWNER and Contractor, will visit the WORK to determine if the WORK is substantially complete.
   2) If deficiencies in the Contractor's Work are observed, ENGINEER will prepare a list documenting observed deficiencies to OWNER.
   3) If after considering any objections of OWNER, ENGINEER considers the WORK substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

M) Final Completion
   1) ENGINEER will conduct a final visit to the Project to determine if the completed WORK meets the design intent so that ENGINEER may recommend, in writing, final payment to Contractor.
   2) Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the WORK is acceptable (subject to the provisions herein) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

N) Record Drawings
   1) ENGINEER will prepare Record Drawings based on "red-line" markups information provided by the Contractor.
   2) Record drawings will be completed within 4 weeks after receipt of Contractor "red-line" markups.

O) Assumptions
   1) ENGINEER shall not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction.
   2) ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor.
   3) ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents.
   4) ENGINEER shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents; however, the ENGINEER shall report to the OWNER any deficiencies in the work identified by the ENGINEER.
   5) Construction duration is expected to be 18 months from Notice to Proceed until Final Completion. Construction duration more than 18 months will require an amendment to this Task Order.
   6) Duration from Substantial Completion to Final Completion is 6 weeks.

P) OWNER will be responsible for:
   1) Quality Assurance materials testing costs.

GENERAL ASSUMPTIONS

1) Detailed designs will not be prepared for WORK.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

The OWNER shall coordinate and, as necessary, attend meetings with the ENGINEER either by phone or in person during the design, bidding, and construction of the project.

PART 4.0 PERIODS OF SERVICE:

ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP). ENGINEER will complete its obligations within a reasonable time per the following target schedule:

Task	Target Completion Time
Task 1: Project Management	21 months
Task 2: Bidding Phase Services	2 Months from NTP and completion of WORK design
Task 3: Construction Phase Services	After completion of Task 2, 18 months plus 1 month for Record Drawing Preparation

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, will be adjusted equitably.

If OWNER authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

PART 5.0 ENGINEER'S FEE

OWNER shall pay ENGINEER for the services set forth in Part 2.0 on a LUMP SUM and Time and Materials (T & M, Not to exceed without approval) payment basis in the amounts as shown as follows.

Task	Compensation	Fee
Task 1: Project Management	Lump Sum	$62,000
Task 2: Bidding Phase Services	Lump Sum	$27,000
Task 3: Construction Phase Services	T & M, NTE	$570,400
	TOTAL	**$659,400**

The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services completed during the billing period.

Time and Materials, Not To Exceed, will be compensated at 3.25 times raw labor rates for ENGINEER's office personnel and 2.80 times raw labor rates for ENGINEER's RPR providing Construction Observation per Task 3.J.

This Task Order is executed this _____ day of _____, 2024.

CITY OF TAYLOR		HDR ENGINEERING, INC.	
"OWNER"		"ENGINEER"	
BY:		BY:	
NAME:	Brian LaBorde	NAME:	Mark Borenstein, P.E.
TITLE:	City Manager	TITLE:	Senior Vice President
ADDRESS:	400 Porter St. Taylor, TX 76574	ADDRESS:	4401 West Gate Blvd Suite 400 Austin, TX 78745

Taylor Development Support Projects

Water/Wastewater

9/26/2024

AGENDA

Introduction

Water Supply Alternative Study – Southeast Taylor

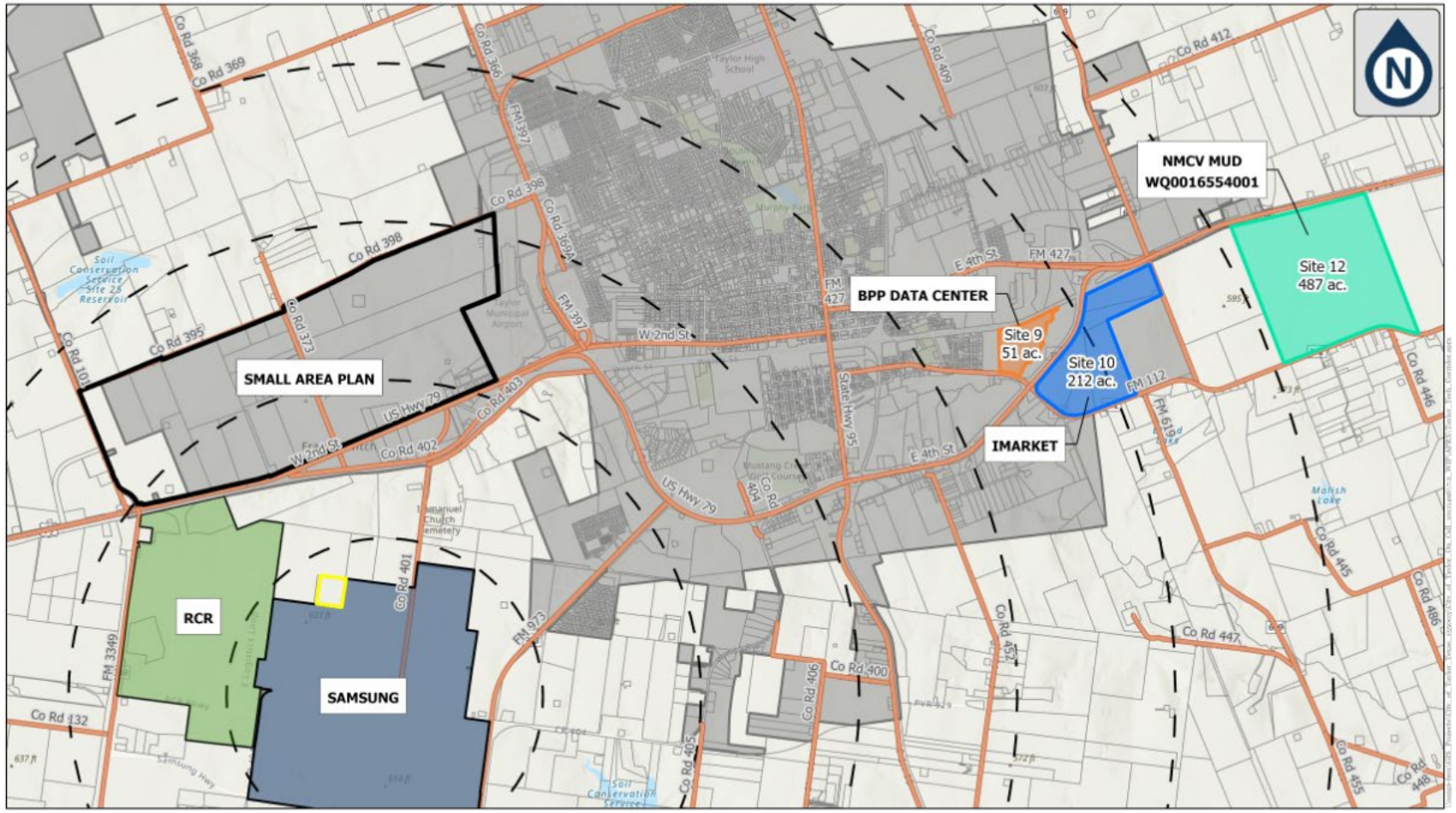
Sewer System Expansion – West Taylor

- Airport Sewer Main (HWY 79 Phase 1) - Bidding and Construction Services, and Construction
- HWY 79 Sewer Phase 2 Preliminary Engineering

Summary

INTRODUCTION

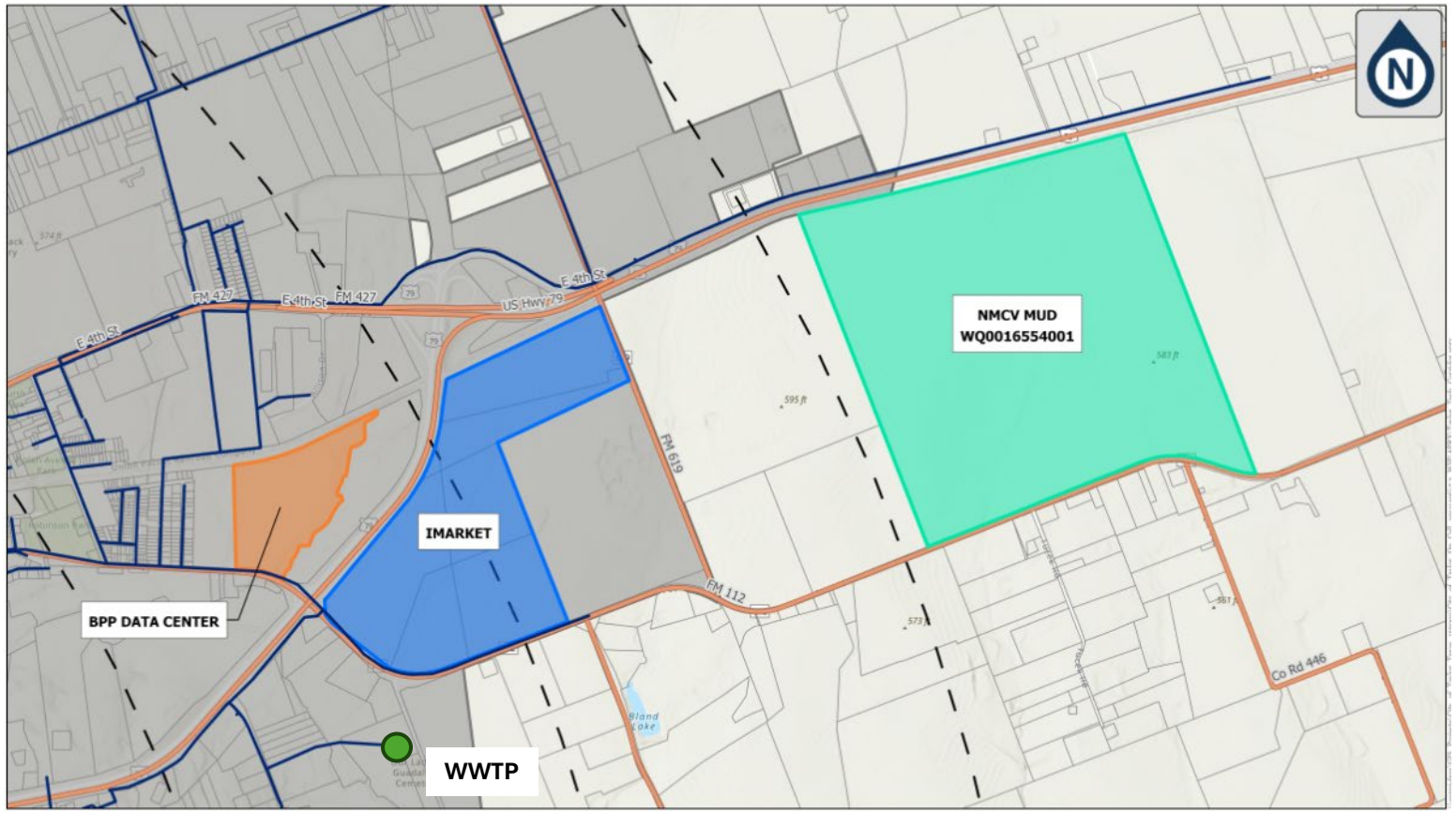
- Increased development interest
- Utility Needs
  - Southeast – water system capacity/supply increase
  - West/northwest – sewer system expansion



WATER SUPPLY ALTERNATIVE STUDY – SOUTHEAST TAYLOR

EXISTING WATER SYSTEM – SOUTHEAST TAYLOR

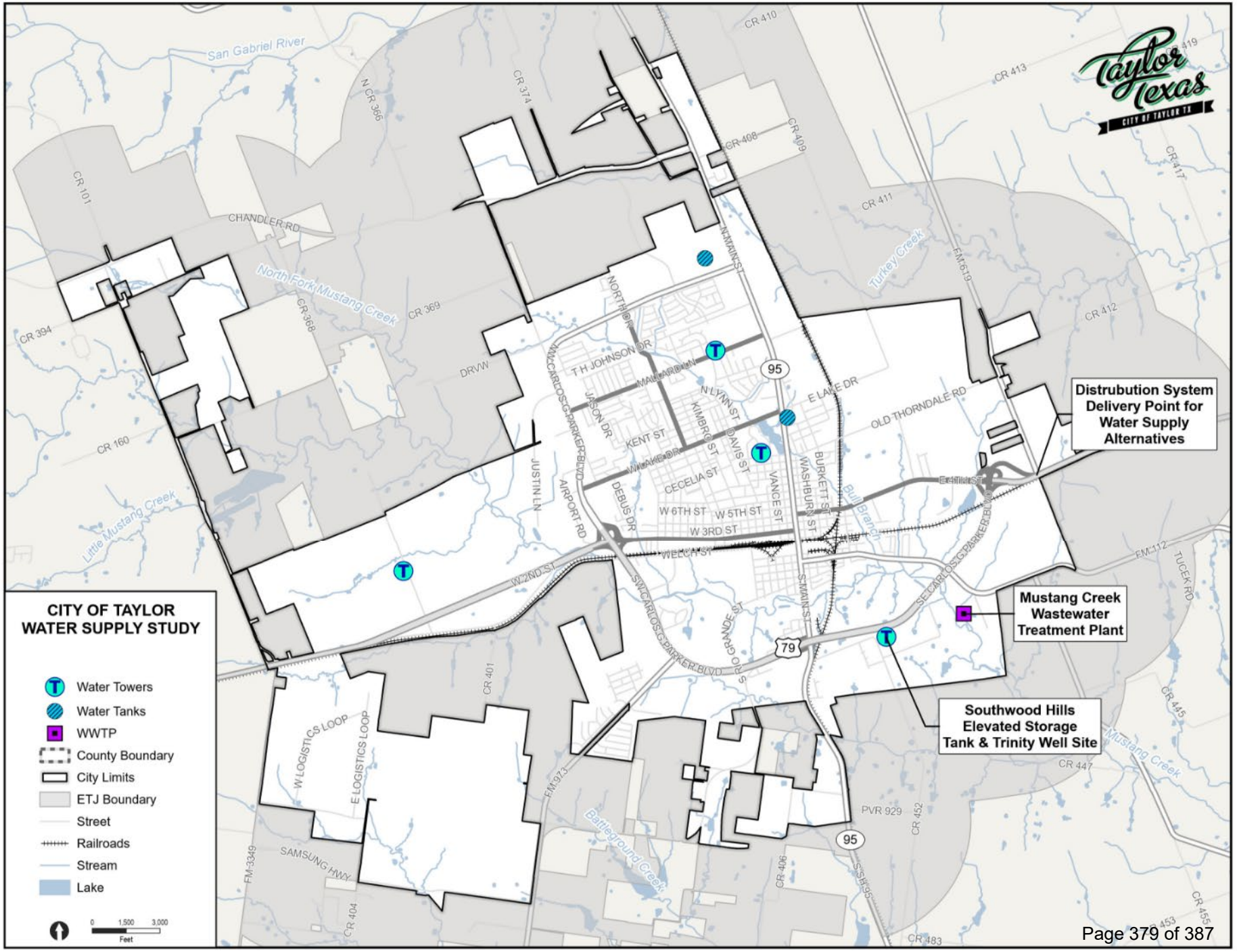
- Improvements needed to serve development in this area
- Study water supply alternatives to serve the area
  - Water supply diversity
  - System resilience
  - Potential enhancement to planned CIP to serve the area



WATER SUPPLY STUDY

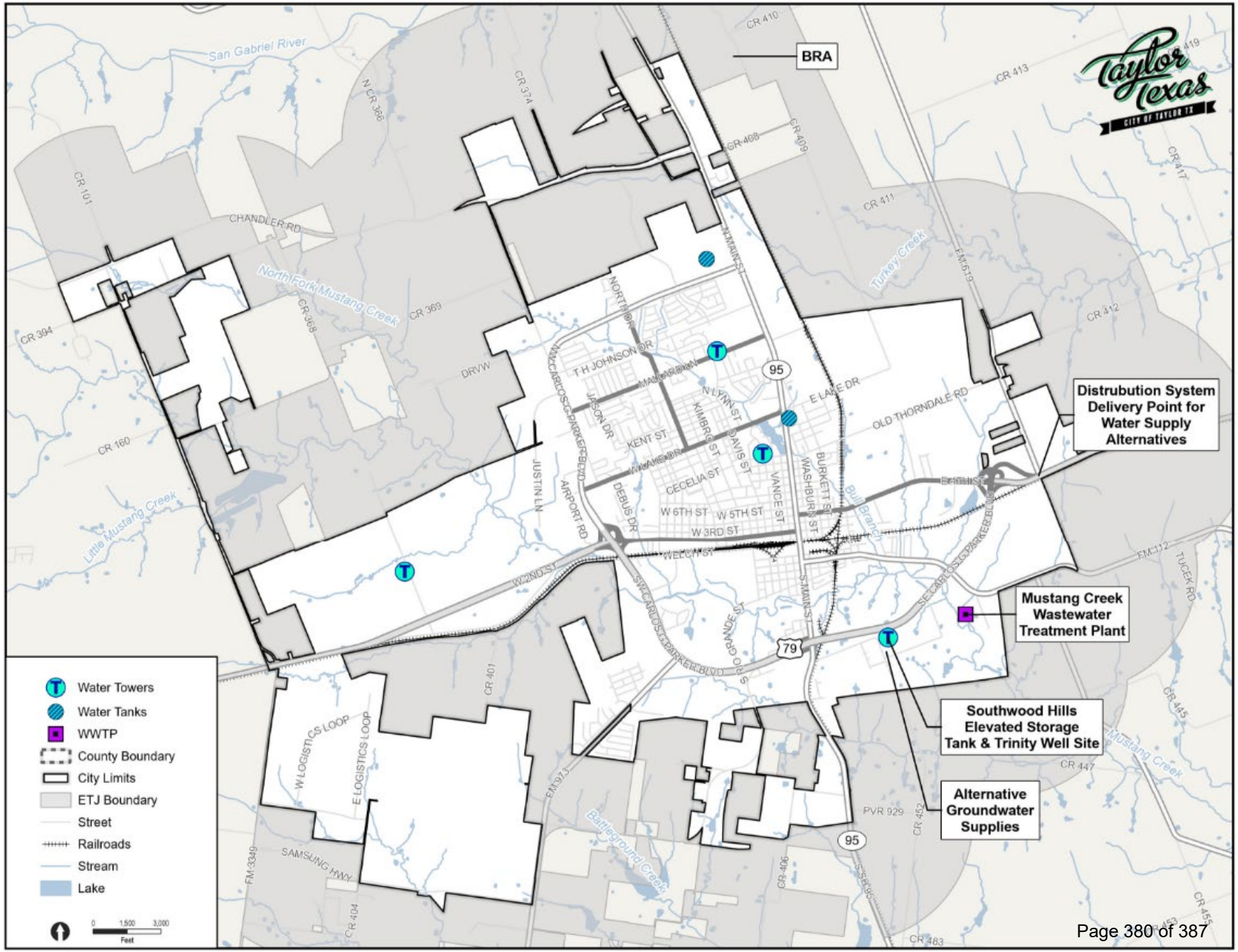
- **Evaluate alternatives to supply water to SE Taylor**

- **Initial screening alternatives**
  - Up to 20 alternatives
  - Estimate facilities needed
  - Planning level costs
  - Compare & recommend up to 4 alternatives for more detailed evaluation
  - Potential to reserve capacity
- **Detailed evaluation**
  - Water quality & treatment
  - Reevaluate required system infrastructure needed (compare to planned CIP)
  - Benefit analysis, cost estimates & anticipated schedule
  - Recommendations



Some Water Supply Options

- Increase BRA floor
- Rehab Trinity well
- BRA supply w/Trinity well blending
- Investor Owned groundwater sources
- Alternative groundwater sources w/Trinity well blending
- Mustang Creek WWTP reuse treatment for industrial purposes



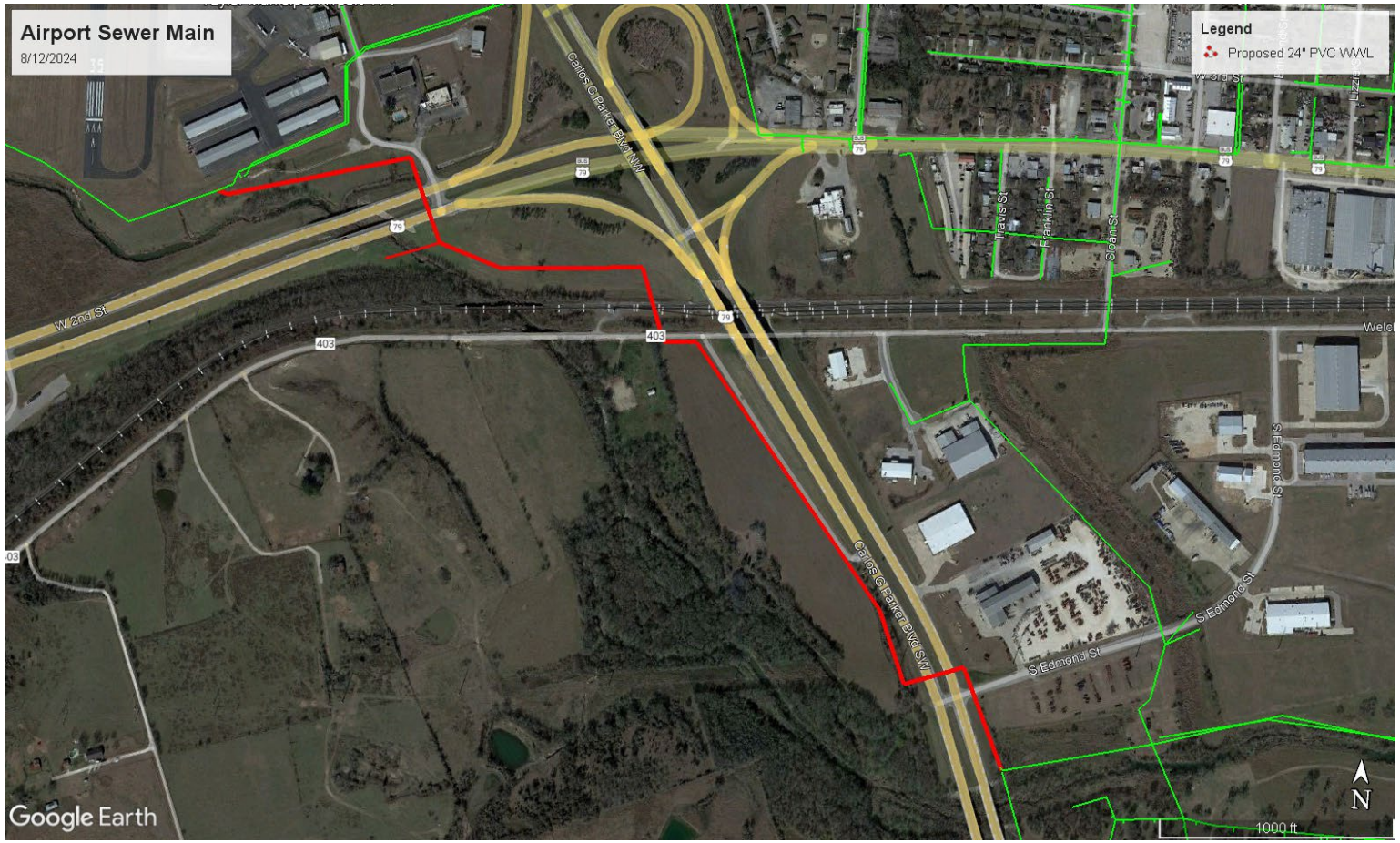
WATER SUPPLY ALTERNATIVE STUDY

- Taylor EDC reimbursement
  - Fee: $271,700
- Anticipated Schedule
  - Data collection & alternative screening – 90 days
  - Alternatives evaluation, reports & presentations – 90 days
  - Total duration – 180 days

Sewer System Expansion – West/Northwest Taylor

WASTEWATER INFRASTRUCTURE – WEST/NORTHWEST

- No sewer north and west of the airport
- 24” Airport Sewer Main (Phase 1) is in design
  - Up to 5 MGD capacity
  - Serve development around the airport
  - Basis for sewer extension west

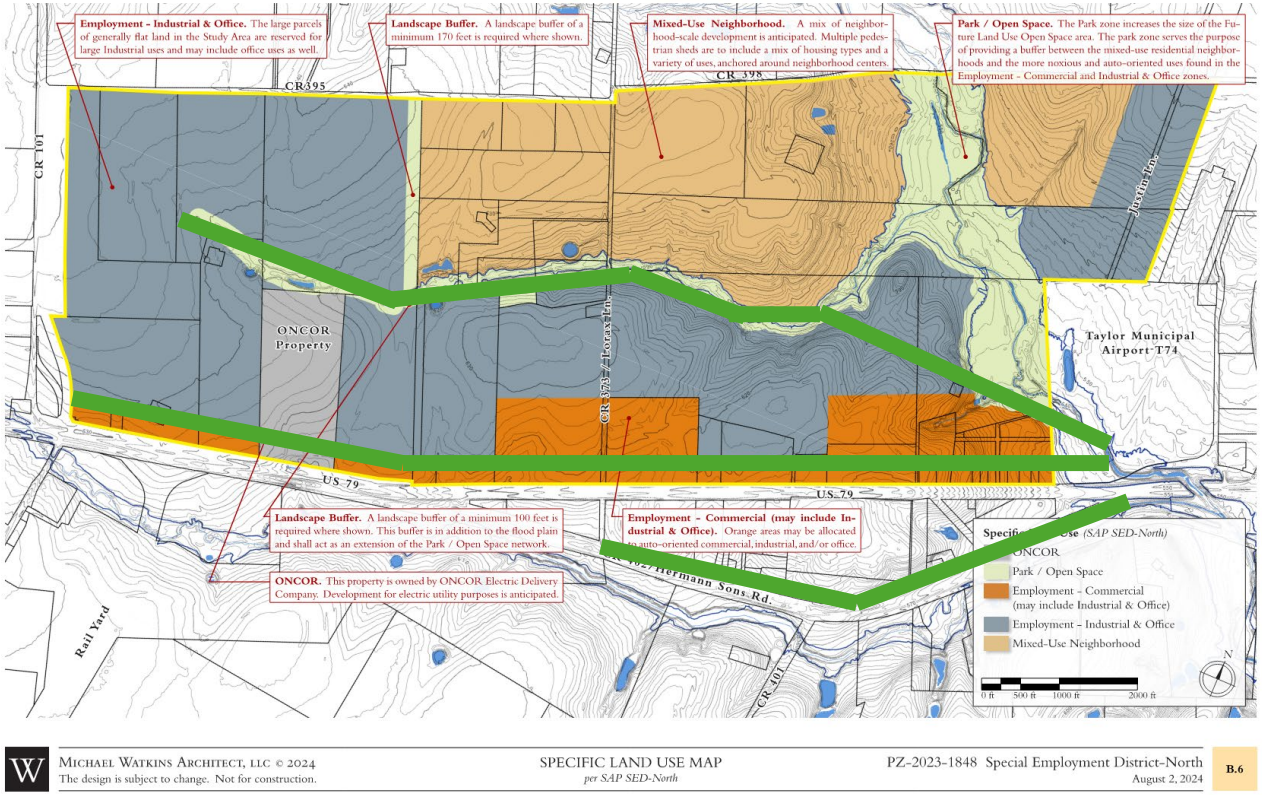


AIRPORT SEWER MAIN (PHASE 1)

- Design in progress
  - Approximately 5,100 LF of 24" sewer
  - Being reimbursed by the EDC
- Taylor EDC reimbursement
  - Anticipated total construction costs: $7,500,000 +/-
  - Bidding and Construction Administration Services Needed:
    - Project Management: $62,000
    - Bidding Phase Services: $27,000
    - Construction Phase Services: $570,400.
      - Full time inspection
    - Total Fee: $659,400 (included in total construction cost)
- Anticipated completion schedule
  - Design, bidding, award, NTP – 5 to 6 months months
  - Construction – 21 months

HWY 79 SEWER PHASE 2 PRELIMINARY ENGINEERING

- Plan for expanding sewer service capacity to the west to support development
- Preliminary engineering deliverables:
  - Schematic of line location
  - OPCC
  - Schedule
  - Easement acquisition
- Taylor EDC Reimbursement
  - Fee - $248,800
- Anticipated schedule – 6 months



SUMMARY

SUMMARY

Project	Cost
Water Supply Alternative Study	$271,700
Airport Sewer Main (Phase 1) Bidding & Construction Services, & Construction	$7,500,000 (Est.)
HWY 79 Sewer Phase 2 – Preliminary Engineering	$248,800
TOTAL	$8,020,000

- Taylor EDC Reimbursement - Interlocal Agreement