

AGENDA

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

OCTOBER 24, 2019, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION/RECOGNITION

1. Arbor Day proclamation
2. Taylor Conservation and Heritage Society 40th Anniversary Proclamation
3. Municipal Court Week, November 4th – 8th, 2019.
4. Recognition of Taylor as a Scenic City
5. Recognition of Volunteers for Neighborhood Cleanup

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

6. Approve minutes from October 17, 2019 City Council meeting, and amended minutes from September 16, 2019. (Dianna Barker)
7. Consider Ordinance 2019-30, Pipeline construction. (Mark Schroeder)
8. Consider Professional Services Agreement with Halff Associates for Taylor Community Parks Master Plans, O&M Plan and Parkland Dedication Ordinance Assessment. (Tom Yantis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

9. Receive County bond presentation on the upcoming bond election on November 5, 2019 by Commissioner Russ Boles. (Brian LaBorde/Russ Boles)
10. Receive update from HDR Architecture on Justice Center project. (Kelly Kaatz/Halden Tally)
11. Receive Report on Debt Scenarios (Jeff Wood/Jennifer Ritter)
12. Consider recommendation on SAFER Grant award. (Jeff Wood/Chief Baum)
13. Accept conveyance of Memorial Stadium from TISD (Mark Schroeder)
14. Consider rescheduling previously cancelled Council meeting dates in November and December. (Dianna Barker/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 October 21, 2019 and remained posted for at least 72

hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: *Dianna Barker* Date *10-21-19*
Dianna Barker, City Clerk



City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 1
Agenda Title: Arbor Day Proclamation
Council Action to be taken: Presentation of Proclamation
Department Submitted: Parks and Recreation
Staff Contact: Larry Foos, Director of Parks and Recreation

1. PURPOSE/DESCRIPTION

The purpose of this item is to proclaim November 9th as Taylor Arbor Day.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

November 1st is Texas Arbor Day and the City of Taylor will plant 10 trees in Taylor Regional Park on November 9th, beginning at 8:00 am.

This proclamation satisfies one of the requirements to maintain our Tree City USA designation.

3. STAFF ANALYSIS (How and Why)

4. RECOMMENDATION

Staff requests presentation of this proclamation.

5. FUNDING SOURCE

Budgeted in the FY2019/2020 budget.

6. TIMELINE

This year's Arbor Day activities will be held on Saturday, November 9, 2019, at Taylor Regional Park at 8:00 am.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 1a. [Proclamation](#)

Proclamation

ARBOR DAY

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Brandt Rydell, Mayor of the City of Taylor, do hereby proclaim November 9, 2019 as

ARBOR DAY IN THE CITY OF TAYLOR

and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Proclaimed this 24th day of October, 2019.

Brandt Rydell, Mayor
City of Taylor



***City Council Meeting
October 24, 2019
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #:

2

Agenda Title:

**Taylor Conservation and Heritage Society
40th Anniversary Proclamation**

Council Action to be taken: Read proclamation

Department Submitted: City Management

Staff Contact:

Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

To recognize the Taylor Conservation and Heritage Society's 40th anniversary.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

N/A

3. STAFF ANALYSIS (How and Why)

N/A

4. RECOMMENDATION

N/A

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

2a. [Proclamation](#)

Proclamation

TAYLOR CONSERVATION AND HERITAGE SOCIETY

WHEREAS, In 1979 a group of Taylor citizens took action to save the iconic Taylor National Bank Building from being demolished; and

WHEREAS, on October 29, 1979, the Taylor Conservation and Heritage Society was established with the mission to protect, preserve and promote the architectural, historical, and cultural legacies of Taylor and East Williamson County; and

WHEREAS, the Taylor Conservation and Heritage Society created the historical marker program to recognize parks, historical homes, and various other City historical sites; and

WHEREAS, the Taylor Conservation and Heritage Society financially helps support local nonprofits in endeavors that involve the Society's mission, and promote tourism in the City of Taylor.

NOW, THEREFORE, I, Brandt Rydell, Mayor of the City of Taylor, do hereby proclaim grand accomplishment and recognize October 29, 2019 as the

40th Anniversary of the Taylor Conservation and Heritage Society

AND, call upon citizens to lend their support and show their appreciation for the contributions made by the Taylor Conservation and Heritage Society for the past, present, and future of the City of Taylor.

In witness whereof, I have hereunto set my hand and seal of the City of Taylor, Texas this 24TH day of October, 2019.

Brandt Rydell, Mayor
City of Taylor



City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 3
Agenda Title: Municipal Court Week proclamation
Council Action to be taken: Read proclamation
Department Submitted: Municipal Court
Staff Contact: Esther Walton, Court Administrator

1. PURPOSE/DESCRIPTION

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

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

N/A

3. STAFF ANALYSIS (How and Why)

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

4. RECOMMENDATION

Proclaim November 4 – 8, 2019 as Municipal Court Week

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

3a. [Proclamation](#)

Proclamation

Municipal Court Week

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

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

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

Now, therefore, as Mayor of the City of Taylor, I do hereby proclaim the week of November 4-8, 2019, as

Municipal Court Week

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

Proclaimed this the 24th day of October, 2019.

Brandt Rydell, Mayor



City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 4
Agenda Title: Recognition of Taylor as a Scenic City

Council Action to be taken: Receive recognition

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

The City of Taylor was one of 22 cities in Texas to be recognized by Scenic Texas as a Certified Scenic City in 2019. The Mayor, Council and staff received the award from Scenic Texas at a reception in San Antonio on October 10th in conjunction with the Texas Municipal League Annual Conference.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The mission of the Scenic City Certification Program is to support and recognize Texas municipalities that implement high-quality scenic standards for public roadways and public spaces. The Scenic City Certification Program provides a proven, highly-regarded tool to Texas cities for assessment, evaluation, and recognition of infrastructure standards.

Any Texas city may apply to the Scenic City Certification Program for an objective, points-based review of existing municipal infrastructure ordinances. Every application receives a score sheet evaluation; cities that score at the upper level and demonstrate a landscaping/tree planting program, on-premise sign regulations and prohibition of new billboards may earn Certified Scenic City designation.

Staff would like to thank Carrie Orts, Administrative Assistant in Development Services, for her hard work in preparing the Scenic City certification application!

3. STAFF ANALYSIS (How and Why)

N/A

4. RECOMMENDATION

N/A

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

4a. [Award photos](#)



Scenic City Recognition October 24, 2019









City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 5
Agenda Title: **Receive update on Neighborhood Clean Up event on October 5, 2019**

Council Action to be taken: Accept report and acknowledge volunteers

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

Recognition of the efforts of the volunteers who attended the Neighborhood Clean Up event. This program promotes community involvement to help make Taylor a more attractive place to live and work.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The City Council received a report on September 12, 2019 and selected the neighborhood east of Robinson Park between S. Dolan Street and Second Avenue from E. M.L.K Jr. Boulevard to Miller Street for the Clean Up this year.

3. STAFF ANALYSIS (How and Why)

Approximately 70 volunteers attended the event on October 5, 2019. The volunteers were supported by City staff, the Mayor and Council Members. It is estimated that 40 tons of trash was collected by the volunteers plus numerous tires.

The volunteers who attended included:

Beth	Almquist
Carolyn	Hill +1
Clint	Bacon
Daniel	Rojas
Danielle	Ogundare
Ed	McGowan
Elis	Nevins
George	Qualley
Grace	Gonzales

Julie	Downs
Kyle	Crumley
Liam	Bower
Lillian	Ryan
Lisa	from 4 th Street Grind
Maureen	Gray
Ona	Siddle +3
Paulina	Amado
Sean	Rotthoff
Stephanie	Pierce Smith +1
Tiffany	Price
Yvonne	Oude -Reimerink +4
Alondra	Vega
Ron	Braley +1
Kathy	Dabbs +6
Ric	Gordon +1
Tommy	Rojas
Patrick	Taylor +3
Thomas	Rohlack +1
Christine	Rudolph +1
Donna	Van Cleve+1
Don	Artieschoufsky +3
Gail	Samuels
Joanne	Braley +2
Sarah	Davis
Andrea	Bostick +3
Amanda	Lutz
Anne	Wentrcek
Misty	Murtha
Julie	Rydell + 3
Yasmine	Carter
Mark	Schroeder
Gary	Krause

We are also very appreciative of the generosity of our sponsors for this event. Thank you to our sponsors:

- Summit Cabinets
- Ringer Windows
- Dude's Diesel Performance
- 4th Street Grind
- Texas Beer Company
- Agora Community Connections
- Wal-Mart
- HEB

The donations from the sponsors covered the expenses for the event.

We'd also like to recognize the City Council for their support of the event and for being team captains for our volunteer teams. Thank you Mayor Rydell, Mayor Pro Tem Ariola, Councilmember Garcia, Councilmember Drummond and Councilmember Anderson.

Finally, the event could not have happened without the diligent work of the City staff led by Colin Harrison, Assistant Director of Development Services and the following departments:

- City Management
- City Clerk
- Communications
- Development Services
- Fire Department
- Parks
- Police Department
- Public Works

4. RECOMMENDATION

Accept report and acknowledge any of the volunteers who attended the Neighborhood Clean Up.

5. FUNDING SOURCE

The majority of the costs of the event were covered by sponsorships and donations.

6. TIMELINE

N/A

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

8. ATTACHMENTS

5a. [Pictures – Power Point](#)

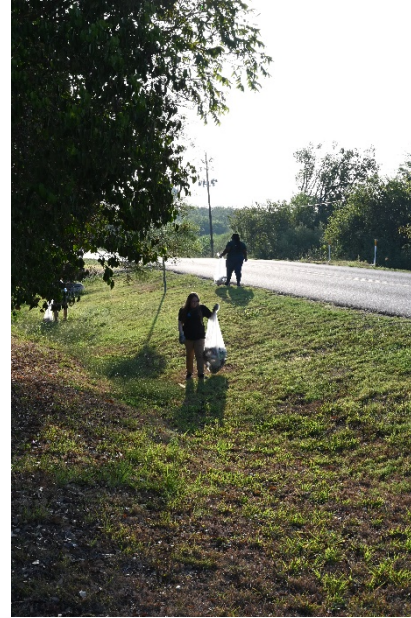


Neighborhood Cleanup

Saturday, October 5, 2019

Neighborhood east of Robinson Park

Approximately 70 volunteers attended the event. Volunteers were supported by City staff, the Mayor and Council Members



It is estimated that 40 tons of trash was collected by the volunteers plus numerous tires.





Thank you sponsors and volunteers!





City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 6
Agenda Title: Approve minutes from the October 17, 2019 regular Council meeting and amended minutes from September 26, 2019.

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

Department Submitted: City Clerk

Staff Contact: Dianna Barker

1. PURPOSE/DESCRIPTION

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

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

N/A

3. STAFF ANALYSIS (How and Why)

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 6a. [October 17, 2019 minutes](#)
- 6b. [September 26, 2019 amended minutes](#)

City of Taylor
Regular City Council Meeting (Rescheduled from October 10th)
Taylor City Hall, Council Chambers, 400 Porter Street
October 17, 2019 at 6:00 p.m.

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

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

Brian LaBorde, City Manager
Mark Schroeder, Assistant City Attorney
Dianna Barker, City Clerk

INVOCATION – Travis Summerlin gave the invocation.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. **Friends of the Library week proclamation**

Councilmember Drummond read the proclamation and presented it to Karen Ellis, Library Director.

CITIZENS COMMUNICATION

Amanda Bertelson, 421 N. Main St. – concerned about costs of permits and recent tax increase causing hardships to businesses.

CONSENT AGENDA

2. **Approve minutes from September 26, 2019.**
3. **Consider Ordinance 2019-29, TMRS conversion.**
4. **Consider Agreement for Professional Services by HDR Engineering for the Task Order 7, 2019 Infrastructure Bond, Mustang Creek Wastewater Treatment Plant**
5. **Concur with preliminary financials for August 2019**
6. **Consider Resolution R19-22, Ceremonial naming of Potter's Alley.**

Mayor Pro-Tem Ariola requested to pull item 2 for separate consideration.

Motion was made by Councilmember Garcia to approve the consent agenda items 3, 4, 5, and 6 as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

2. **Approve minutes from September 26, 2019.**

Mayor Pro-Tem Ariola – Item #14, strike last sentence. Item #17, stated at meeting that he does not want to tie staffs hands by naming specific projects. That is not captured in written minutes; does not agree with written motion and what was verbally agreed on.

Mayor Rydell – Item #12, add to the last sentence before the motion, “impact on future development”.

Mayor Rydell moved the Executive Session items up on the agenda to accommodate visiting attorneys.

Mayor Rydell read the executive session meeting announcement and adjourned into executive session at 6:21p.m.

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

- a. Crude Oil pipeline
- b. Update on Thrall Water Supply agreement

The Council reconvened into regular session at 7:00p.m.

No action was taken.

PUBLIC HEARING/ORDINANCES

7. **Consider introducing ordinance 2019-30 establishing building regulations and procedures and requiring a permit for the development of pipelines.**

Brian LaBorde, City Manager - This ordinance establishes a permitting process and engineering and development standards for pipelines that impact existing and planned city rights-of-way and utilities. It is necessary to establish a permitting process and development standards that ensure the ability of the City to maintain and expand its roadway and utility networks in the future within the city limits and ETJ.

The City Attorney read the caption of the Ordinance.

ORDINANCE NO. 2019-30

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS ADOPTING BUILDING REGULATIONS AND PROCEDURES AND REQUIRING A PERMIT FOR DEVELOPMENT OF PIPELINES WITHIN OR INVOLVING CITY RIGHTS OF WAY OR UTILITY INFRASTRUCTURE; MAKING FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING A PENALTY; PROVIDING SEVERABILITY; AND PROVIDING FOR RELATED MATTERS.

First reading. No action required.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

8. **Reconsider options for MDUS Royal Street, 1st Street, and Walnut Street drainage project from Halff Associates.**

Dan Franz with Halff Associates - presented a Power Point presentation which discussed the recommended mitigation options for 1st Street, Royal Street MDUS. Halff recommended the implementation of Option 2, channel improvements.

Motion was made by Councilmember Garcia to direct staff to proceed with Option 2. Motion was seconded by Councilmember Anderson. Motion carried unanimously.

9. Consider agreement with Lone Star Soccer for field uses at Taylor Regional Park.

Larry Foos, Parks & Rec Director – Provided a presentation on the highlights of the agreement. This agreement provides a fair and workable system for scheduling and controlling the use of the City’s soccer fields and community facilities. Staff has worked with Lonestar to develop a user agreement that addresses the responsibilities of both parties and develops new fees.

Motion was made by Councilmember Drummond to approve the user agreement with Lonestar Soccer Club as presented. Motion was seconded by Mayor Pro-Tem Ariola. Motion carried unanimously.

10. Consider removal or replacement of fence surrounding the pavilion at Murphy Park.

Larry Foos, Parks & Rec Director - There is currently a 30-year old chain-link fencing around the Murphy Park Pavilion to close off the pavilion except for those who rent it. The Parks Department was asked to consider removing the fence around Murphy Park. The Parks Board, at their September meeting, voted 7-1 to keep the fence in place. Police Chief Fluck recommends not removing the fence around the pavilion. Council determined that the current fence remain as is for now, but unlock the gates.

11. Discussion and possible direction to staff regarding the formation of a Comprehensive Plan Steering Committee and an Impact Fee Advisory Committee.

Tom Yantis, Development Services Director - staff is proposing the formation of a Comprehensive Plan Steering Committee in order to assist the Council and the consultant in the update of the Comprehensive Plan.

State law requires the Council to appoint an advisory committee for the study of the City’s impact fees. The Planning and Zoning commission may be used as this committee for impact fee update.

Motion was made by Councilmember Garcia to establish a Comprehensive Plan Steering Committee made up of no more than 13 members including members of existing boards and commissions, and utilize the Planning and Zoning Commission with the addition of one member representing the ETJ as the Capital Improvements Advisory Committee. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

12. Consider Memorandum of Understanding with Taylor Conservation and Heritage Society.

Jeff Wood, Finance Director - This MOU is required to facilitate the processing of a grant from the Meadows Foundation and the payment of invoices from grant proceeds for the construction of the Dickey-Givens Center. The MOU was developed to provide an understanding between the parties as to how the expenditure of the funds must be accomplished to conform to the City purchasing and accounting practices.

Mayor Rydell stated that he and Councilmember Anderson currently sit on the Taylor Conservation and Heritage Society board. Assistant City Attorney Mark Schroeder concurred there is no conflict of interest, therefore, they would not need to recuse themselves.

Regular City Council Meeting Minutes

October 17, 2019

4

Motion was made by Councilmember Garcia to approve the Memorandum of Understanding with the Taylor Conservation and Heritage Society as presented. Motion was seconded by Mayor Pro-Tem Ariola. Motion carried unanimously.

ADJOURN

With no further action Mayor Rydell declared the meeting adjourned at 8:29p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
September 26, 2019 at 6:00 p.m.

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

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

Brian LaBorde, City Manager
Mark Schroeder, Assistant City Attorney
Dianna Barker, City Clerk

INVOCATION – Father Alberto gave the invocation.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. **2019 National Night Out Proclamation**
Councilmember Anderson read the proclamation and presented it to Police Chief Fluck.
2. **Recognition of Finance Department's Budget Award**
Mayor Rydell recognized the Finance Department for their great work and presented the award to Jeff Wood, Director of Finance and his staff.

CITIZENS COMMUNICATION

None.

CONSENT AGENDA

3. **Approve minutes from September 12, 2019.**
4. **Consider Ordinance 2019-24, establishing fees for city services for FY 2019/2020.**
5. **Consider Ordinance 2019-26 for voluntary annexation (Castlewood) by Haynie Consulting LLC, annexing a tract of land approximately 11.93 acres, more or less, in size generally located across from Taylor High School on FM 973.**
6. **Consider Ordinance 2019-27 changing the current zoning for a parcel of land, consisting of approximately 58.31 acres, addressed as 530 FM 973, located across from Taylor High School, from Single-Family Residential Zoning District (R-1) to Local Commercial Zoning District (B-1) and Single-Family Zoning District with a Residential Planned Development Overlay (R-1/RPD).**
7. **Consider renewal of contract with HDR Engineering for engineering services. (Jim Gray)**
8. **Consider approving a contract with ATS Engineers, Inspectors and Surveyors for Plan Review and Inspection Services.**
9. **Discuss and consider approving Cooperative Purchasing Interlocal Agreement with Williamson County.**

Mayor Pro-Tem Ariola requested item #8 be pulled for separate consideration.

Motion was made by Councilmember Garcia to approve the consent agenda items 3 through 7, and 9 as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

8. Consider approving a contract with ATS Engineers, Inspectors and Surveyors for Plan Review and Inspection Services.

Mayor Pro-Tem Ariola wanted to make sure that when an inspector inspects a property and finds a problem that needs to be corrected, the inspector should continue the entire inspection and let the property owner know of all the problems visible at that time instead of stopping the inspection after the first problem and coming back out to finish the inspection after that violation has been corrected. Dan with ATS was present, explained the inspection process, and stated he did not think that was happening but will address this issue with his staff.

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

PUBLIC HEARING/ORDINANCES

10. Consider Introducing Ordinance 2019-29 for TMRS Conversion.

Jeff Wood, Director of Finance - This item introduces the ordinance required to make the change from a 1.5:1 to a 2 to 1 matching ratio. Sean Thompson with TMRS explained the changes and their effects.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2019-29

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE MEMBERS OF THE CITY OF TAYLOR; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; PROVIDING FOR A CHANGE IN THE MUNICIPAL CONTRIBUTIONS TO THE CURRENT SERVICE ANNUITY RESERVE AT RETIREMENT OF THE EMPLOYEES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

This is the first reading. No action was taken.

11. Hold a Public Hearing and Consider Ordinance 2019-28, rezoning RCR Rail Park.

Tom Yantis, Development Services Director - The subject property was annexed in 2018 for a rail oriented commercial development. The next step in the development process is rezoning the subject property so the appropriate permits may be obtained. Mr. Yantis gave a brief presentation on the project. The request is consistent with the Comprehensive Plan, Land Use Objectives and general Planning Principles and Policy Guides. This is the second reading of the ordinance.

Mayor Rydell opened the public hearing at 6:28pm.

Steve Cheryl, 1922 Purple Sage, Kingsland TX., Lawrence Family Partnership representative - The Lawrence family owns 380 acres east of the subject property. The Lawrence family would like Council to direct staff to go back and review the project more thoroughly and would like larger setbacks at property lines.

Mark Sholander, RCR representative – intends on having clean park and following all regulations.

Vanessa Carpenter, neighbor to RCR property – her family and other neighbors were not notified of the project or meetings; wants to see more info shared with surrounding neighbors before project begins.

With no one else appearing, the public hearing was closed at 6:41pm.

Motion was made by Mayor Pro-Tem Ariola to adopt Ordinance 2019-28, rezoning the RCR Rail Park as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

12. Receive presentation from M2E3, LLC regarding a proposed crude oil pipeline project within the Taylor city limits and ETJ.

Tom Yantis - M2E3, LLC is proposing to construct a 30 inch crude oil pipeline through the western portion of the city limits and ETJ. This item is for informational purposes only and to allow Council to ask questions. Marie Taylor, Enterprise Pipeline representative, gave a brief presentation on the proposed oil pipeline, where it is to be located through Taylor and the type of pipe to be built. Project is scheduled to begin next month. Council was disappointed that this is the first they are hearing of the pipeline through Taylor and were concerned about environmental hazards, construction problems, and the impact on future development.

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

Council took a break at 7:32pm.

Council reconvened at 7:40pm.

13. Receive the Taylor Chamber of Commerce FY2018 financial review and the FY 2019/2020 Hotel Occupancy Tax budget. (Tia Stone/Nancci Burgess)

Tia Stone, Chamber of Commerce President – gave a brief presentation of the Chamber's FY2018 financials and the FY2019/2020 budget.

Motion was made by Councilmember Garcia to receive the Chamber's financial review and FY2019/2020 Occupancy tax budget as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

14. Discuss and consider renewal of the Publicity and Tourism Agreement (HOT agreement) with the Taylor Chamber of Commerce.

Tia Stone, Chamber of Commerce President - The City's contract/agreement with the Chamber of Commerce for the distribution of a portion of the City's Hotel/Motel Occupancy Tax expires September 30, 2019. The HOT agreement was presented with minor changes.

Motion was made by Councilmember Drummond to renew the amended Publicity and Tourism (HOT) agreement as presented. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

15. Receive and consider the budget for Taylor Economic Development Corporation for FY 2019/2020.

Mark Thomas, TEDC President - This item is to satisfy the requirement as stated in the TEDC Bylaws. Mr. Thomas presented Council with a revised budget from the one sent out in the packet and gave a brief presentation of their FY2019/2020 budget. Most budget line items remain as they were in FY2018/2019.

Motion was made by Councilmember Garcia to approve the TEDC's FY2019/2020 budget as presented. Motion was seconded by Mayor Pro-Tem Ariola. Motion carried unanimously.

16. Consider approving the bid for the 50/50 Memorial Sign at Pierce Park.

Jim Gray, Public Works Director - The City went out for bid to fabricate and install the 50/50 Memorial Sign for the Skate Park. Two bids were received with Pfluger Builders being the low bidder at \$11,478.00.

Motion was made by Mayor Pro-Tem Ariola to approve the low bid from Pfluger Builders in the amount of \$11,478.00 as presented. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

17. Discuss and consider potential projects using Valero funds and Valero Civic Funds

Jeff Jenkins, Deputy City Manager - City staff is seeking a decision from Council on which projects are to be completed using the Valero donated funds. Council was asked in August 2019 to review a list of quality of life projects and a scoring exercise was conducted to identify the top list of projects. Seven projects were scored at the top of the list. Valero is in agreement with all of the projects except the Dog Park. Valero suggest the City complete all the other projects on the list and put the dog park last. If funds allow the City to get to the dog park project, Valero recommends the City revisit this item to see if another project might be considered. Council would like to provide \$200,000.00 to the Regional Park funds to supplement what Lonestar is no longer going to provide.

Motion was made by Councilmember Garcia to approve the priority list as presented to include: Robinson Park restroom, Robinson Park Basketball Court lights, Murphy Park Shade structures, Skate Park lighting, Bull Branch Shade structure, Taylor Regional Park shade structures. Motion was seconded by Councilmember Anderson. Motion carried unanimously.

18. Discuss potential Master Plan for Robinson Park, Bull Branch Park, and Murphy Park.

Brian LaBorde, City Manager - Staff is requesting consideration to look into three separate working plans that will solely focus in on needed improvements, desired level of service and maintenance expectations to these parks. Staff has been dealing with several community requests on further improvements or additions to our park system primarily in these parks. Staff has been in discussion with Halff Associates to assist with a comprehensive document focusing in on these parks for staff

to use in capital planning, park maintenance and an overall level of service determination for each of the parks.

Motion was made by Councilmember Garcia to have staff move forward with creating a comprehensive working plan covering Murphy, Robinson and Bull Branch and a parkland dedication ordinance assessment. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

19. Consider Memorandum of Understanding with Taylor Conservation and Heritage Society.

This item was postponed to a later date.

ADJOURN

With no further action Mayor Rydell declared the meeting adjourned at 9.02p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk



City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 7

Agenda Title: Consider ordinance 2019-30 establishing building regulations and procedures and requiring a permit for the development of pipelines

Council Action to be taken: Consider ordinance

Department Submitted: City Manager

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

The ordinance establishes a permitting process and engineering and development standards for pipelines that impact existing and planned city rights-of-way and utilities.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

Council received a presentation at the September 26, 2019 regarding a proposed pipeline and requested that staff review the City's ordinances related to pipeline development.

3. STAFF ANALYSIS (How and Why)

As more pipelines are proposed for development within the city limits and ETJ it is necessary to establish a permitting process and development standards that ensure the ability of the City to maintain and expand its roadway and utility networks in the future.

At the time of this posting, the City Attorney's office is updating the proposed ordinance. The final draft to be adopted will be added to the agenda packet by Wednesday, October 23rd.

4. RECOMMENDATION

Staff recommends adopting the ordinance

5. FUNDING SOURCE

N/A

6. TIMELINE

Ordinance introduction – October 17, 2019

Ordinance consideration – October 24, 2019

7. OTHER OPTIONS (In order of preference)

Council may choose not to consider the ordinance.

8. ATTACHMENTS

7a. [Draft Ordinance 2019-30 from October 17th meeting.](#)

**UPDATED ORDINANCE WILL BE ADDED TO THE AGENDA PACKET BY
WEDNESDAY, OCTOBER 23RD.**

7b. [Power Point](#)

ORDINANCE NO. 2019-30

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS ADOPTING BUILDING REGULATIONS AND PROCEDURES AND REQUIRING A PERMIT FOR DEVELOPMENT OF PIPELINES WITHIN OR INVOLVING CITY RIGHTS OF WAY OR UTILITY INFRASTRUCTURE; MAKING FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING A PENALTY; PROVIDING SEVERABILITY; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Taylor (the “City”) recognizes the need to continue to regulate areas involving the City’s roadways, rights of way, easements and utility infrastructure;

WHEREAS, the City is a home rule City with the requisite authority to protect the public health and welfare and it is in the public interest to have regulatory control over some aspects of pipeline installation to minimize conflicts with existing buildings, roadways (current and planned) and land uses together with future infrastructure and development;

WHEREAS, the City desires to provide clarity and ensure consistency with both federal and state law provisions concerning pipelines; and

WHEREAS, the City Council seeks to adopt regulations to ensure consistency with City intentions not to engage in regulation or enforcement activity with respect to matters that are or may be within the exclusive jurisdiction of either the federal government or the State of Texas, including the United States Department of Transportation and the Texas Railroad Commission.

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Building Regulations Amended. The City Council hereby adopts the regulations and procedures as set forth in Exhibit “A” entitled “Building Regulations and Permitting Involving Pipelines and the City of Taylor, Texas Right of Way, Roadway and Utility Infrastructure,” attached to and incorporated in this Ordinance as though fully transcribed herein for all purposes.

Section 3. Amendment of Ordinances. Prior ordinances of the City dealing with or applicable to oil and gas pipelines are hereby amended to the extent of any conflict herewith, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 5. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be subjected to a fine not to exceed the sum of Five Hundred and No/100 Dollars (\$500.00) for each offense, except where a different penalty has been established by State law for such offense in which event the penalty shall be fixed by state law and if deemed a violation of any provision which governs fire safety, zoning or public health or sanitation shall be punished by a penalty of fine not to exceed the sum of Two Thousand and No/100 Dollars (\$2,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.

Section 6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases , clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 17th day of October, 2019.

PASSED, APPROVED and ADOPTED on this the 24th day of October, 2019.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

EXHIBIT “A”

Building Regulations and Permitting Involving Pipelines and the City’s Rights of Way, Roadway and Utility Infrastructure

I. OIL AND GAS PIPELINES - General Technical Provisions.

(1) The following provisions apply to natural gas transmission pipelines and hazardous pipelines eight (8) inches or larger interior diameter, built on or after the date of final passage of this Ordinance (“Pipelines”) and any entities that may operate such Pipelines shall be identified herein as “Pipeline Operators.”

(2) As determined in the sole, but reasonable discretion of the City, Pipelines shall be located so that they do not interfere with or damage existing utilities, including but not limited to water, sewer, or gas lines, storm drains, electric lines or the facilities of any public utilities located in public rights-of-way, utility easements, municipal utility easements or other City-owned property or in private residential areas.

(3) The Pipeline Operator shall be required to comply with pipeline permit requirements and all regulations regarding noise set forth in this Ordinance.

(4) The Pipeline Operator shall be responsible to grade, level and restore the property affected by pipeline construction to the same surface condition, as nearly practicable, as existed before operations were first commenced within thirty (30) days after completion of the pipeline.

(5) The City has control of roadways and facilities and/or lines existing within public rights-of-way, utility easements or on/under City owned property within the City, whether current or planned and the Pipeline Operator shall, unless pre-empted by state or federal law, design and build all Pipelines that will be on, over, under, along, across, within, or crossing public roads and/or all facilities and/or lines existing within the public rights-of-way, utility easements or on/under City owned property within the City limits shall be a minimum depth of thirteen (13) feet from top of pipe to surface unless an alternative depth is approved by City staff and cased to minimum specifications set forth by the City’s Engineering Design Criteria, irrespective of the angle such Pipeline crosses such roads and/or all facilities and/or other lines existing within such rights-of-way, utility easements or on/under City owned property. “Planned roadways” include but are not limited to roads shown on approved preliminary plats, approved final plats, roads shown on CAMPO maps and any roadways shown on the City of Taylor’s Comprehensive Plan and/or Transportation Plan. Planned roadways may include corridors. “Planned infrastructure” includes but is not limited to water/wastewater/stormwater lines shown on approved preliminary plats, approved final plats, shown on the City of Taylor’s Comprehensive Plan, Master Plans, and/or Capital Improvement Plan.

(6) Any existing rights-of-way, utility easements and or City owned property, pipeline construction shall be bored under such and restored to its original compaction unless otherwise approved by the City.

(7) At least ten (10) days prior to the commencement of any Pipeline construction, the Pipeline Operator shall give written mailed notice to all residents, tenants and property owners that are located adjacent to the proposed Pipeline. The mailing shall include the Pipeline Operator’s publication on Pipeline safety.

(8) At the time the required Pipeline records are submitted to the Railroad Commission of Texas, the Pipeline Operator shall provide the City the following information, including

GPS information sufficient to locate the Pipelines in the future, including the beginning and end points of the Pipeline and sufficient points in between the Pipeline route and the depth of cover information. This information shall be submitted to the City in a format compatible with the City's own GIS system.

- a. As-built or record drawings of the Pipelines. Accuracy of the record drawings shall meet the City requirements as established by the City Engineer. The scale of the record drawings shall be a minimum of one inch to 40 feet. The drawings shall also be supplied in a DFF digital file format with the location tied to at least one nearby GPS (global positioning system) City monument. If the new Pipeline length exceeds 1,000 feet within the City, the Pipeline shall be tied to at least two GPS City monuments;
- b. The origin point and the destination of the Pipeline;
- c. Confirmation of the substance to be transported;
- d. A copy of the substance material safety data sheet (MSDS);
- e. Engineering plans, drawings and/or maps with summarized specifications showing the horizontal location, covering depths and location of shutoff valves of the subject Pipeline. Drawings shall show the location of other pipelines and utilities that are crossed or paralleled within 15 feet of the Pipeline right-of-way;
- f. Detailed cross-section drawings for all public rights-of-ways and utility easement crossings on City property as permitted by the City; and
- g. A list of the names and mailing addresses of all the property owners, residents and tenants adjacent to the Pipeline construction.

(9) At the time of permitting and each year thereafter that the Pipeline remains active, each Pipeline Operator shall provide to the fire chief and the chief of police the names, mailing addresses and telephone numbers of at least two primary persons, officers or contacts available on a 24-hour basis and at least two alternative persons, officers or contacts to be reached in the event that the primary contacts are unavailable who:

- a. Can initiate appropriate actions to respond to an emergency;
- b. Have access to information on the location of the closest shutoff valve to any specific point in the City;
- c. Can furnish the common name of the material then being carried by the Pipeline; and
- d. Can furnish the name and contact information for the contracted entities who would respond to an emergency incident involving the pipeline.

Any change in the above information must be provided to the City by contacting the City engineer prior to such change.

(10) Each Pipeline Operator shall file a copy of all initial or follow-up reports provided to the U.S. Department of Transportation or the Railroad Commission of Texas on unsafe Pipeline conditions, Pipeline emergencies or Pipeline incidents within the City concurrently with the City. In addition, such Pipeline Operator shall file any initial or follow-up reports filed with state and federal environmental regulatory agencies pertaining to the Pipeline releases within the City concurrently with the City.

II. OIL AND GAS PIPELINES - Technical Provisions for Building around Pipelines

(11.) In this section:

(a) HAZARDOUS PIPELINE means a pipeline designed for the transmission of a hazardous liquid or gas with an inside diameter of eight inches or more.

(b) HAZARDOUS LIQUID means a liquid that is dangerous to human health or safety or the environment if used incorrectly or if not properly stored or contained. Pipeline safety regulations identify petroleum, petroleum products, or anhydrous ammonia as hazardous liquids. (Reference 49 CFR 195.2).

(c) NATURAL GAS means natural gas, the principal constituent of which is methane. For purposes of this Ordinance, Natural Gas is not a Hazardous Liquid.

(d) TRANSMISSION PIPELINE means large lines (greater than thirty (30) inches interior diameter) that move hazardous liquid and natural gas long distances around the country, often at high pressures (typically 200 - 1500 psi).

III. OIL AND GAS PIPELINES - City Permit Required.

(11) Prior to the construction and/or operation of Natural Gas through a Transmission Pipeline or Hazardous Materials through a Hazardous Pipeline as both are defined herein on or after the date of passage of this ordinance, the pipeline operator shall provide to the City certification that the design and installation of the Natural Gas Transmission Pipeline(s) or Hazardous Pipeline(s) meet all state and federal requirements. This certification is required for informational purposes only; the City does not assert authority to enforce these state and federal requirements.

(12) Transmission Pipelines, Hazardous Pipelines, gathering lines and production lines within the City limits or extraterritorial jurisdiction where they are within, under, or touch City right-of-way, roads, easements or any other City property shall be constructed in accordance with the City's ordinances.

(13) The City may also require that a Pipeline be redesigned or relocated should it conflict with the alignment and depth of a gravity dependent Proposed Utility Infrastructure.

(14) Review by the City for all proposed Pipelines through private residential areas shall be required prior to the issuance of a pipeline permit for the commencement of Pipeline construction.

(15) All known oil and gas pipelines, including Hazardous Pipelines and all private or public easements must be indicated on a plat.

(16) A pipeline permit application shall be required as follows:

a. Applications for Natural Gas Transmission Pipeline, Hazardous Pipelines, or other activities regulated by this Ordinance shall be submitted to the City in a form prescribed by the City.

b. Plans submitted with each application for a pipeline permit shall be in a format approved by the City showing the dimensions and locations of the pipeline and related items or facilities, as well as all proposed lift stations, pumps or other service structures related to such pipeline and the location, type and size of all existing utilities, drainage, rights-of-way and roadway improvements. The plans must additionally show the elevation and location of all known public utilities within 15 feet of the centerline of the proposed pipeline. Any application that fails to meet these requirements will be returned as incomplete to the applicant.

c. The following information shall be provided in the application:

1. The name, business addresses and telephone numbers of the pipeline operator;
 2. The names, titles and telephone numbers of the following:
 - i. The person signing the application on behalf of the pipeline operator; and
 - ii. The person designated as the principal contact for the submittal.
 3. The origin point and the destination of the proposed subject pipeline;
 4. A text description of the general location of the proposed subject pipeline;
 5. Identification of the substance to be transported through the proposed subject pipeline;
 6. A copy of the substance material safety data sheet (MSDS);
 7. Engineering plans, drawings and/or maps with summarized specifications showing the horizontal location, covering depths and location of shutoff valves of the proposed subject pipeline. To the extent that information can be obtained, drawings shall show the location of other pipelines and utilities that will be crossed or paralleled within 15 feet of the proposed subject pipeline right-of-way;
 8. Detailed cross section drawings for all public street rights-of-way and public utility easement crossings;
 9. The proposed method or methods to be used for the installation of the pipeline;
 10. Methods to be used to prevent both internal and external corrosion;
 11. A binder of certificates of all bonds and insurance; and
 12. A proposed alignment strip map showing name and address of all affected property owners.
 13. All easements, deeds or right of way agreements obtained by the Pipeline for the construction and maintenance of the pipeline.
 14. As built drawings for the pipeline.
- (17) Fees associated with such pipeline permit(s) are as follows:
- (a) *Pipeline permit application fee.* Every application for a pipeline permit shall be accompanied by a permit fee of \$2,500.00.
 - (b) *Pipeline right-of-way review.* Each pipeline permit application for use of a public right-of-way or public utility easement is subject to review and determination by a City engineer or his/her designee.
 - (1) Permittees using the public right-of-way or a public utility easement shall enter into a City-approved use agreement with the City prior to receiving a pipeline permit authorizing the use of the City right-of-way or public utility easement.
 - (2) In the event a pipeline permit application for use of public right-of-way or a public utility easement is denied, an applicant may appeal such denial within five (5) days of receipt of written notice of such denial to the City manager. The decision of the City manager may be appealed to the City Council within five (5) days of receipt if the City manager's decision. The City Council's decision shall be final.
 - (c) *Pipeline right-of-way annual use fee.* Annual fee of \$3.00 times the number of rods of public ROW or public utility easements occupied. Payment for the first year is due within 30 days of approval and payment for subsequent years is due prior to each anniversary of the effective date of the agreement. This fee may, in the sole discretion of the City, be adjusted for inflation as long as the fee does not exceed the cost to the City of administering, supervising, inspecting, and otherwise regulating the location of pipelines occupying public rights-of-way and public utility easements.

(18) No permit shall be granted until all necessary easements and right of ways have been acquired by Applicant.

(19) Insurance and Bonds.

(a) Each pipeline operator of a Natural Gas Transmission Pipeline or a Hazardous Pipeline during the term of its regulated pipeline permit must carry public liability insurance with a carrier rated "A" or better by A.M. Best in a minimum amount of \$1,000,000.00 for one person and \$5,000,000.00 for one accident and property damage insurance in the amount of \$10,000,000.00 for one accident.

(b) Each pipeline operator shall provide and maintain in full force and effect during the term of its regulated pipeline permit insurance with the following minimum limits:

(1) Worker's compensation at statutory limits.

(2) Employer's liability insurance with the following minimum limits for bodily injury by:

(a) accident, \$1,000,000 per each accident; and

(b) disease, \$1,000,000 per employee with a per-policy aggregate of \$1,000,000.

(3) Commercial general liability coverage, including blanket contractual liability, products and completed operations, personal injury, bodily injury, broad form property damage, operations hazard, pollution, explosion, collapse and underground hazards for \$2,000,000 per occurrence and aggregate policy limit of \$2,000,000.

(4) Automobile liability insurance (for automobiles used by the pipeline operator in the course of its performance under the pipeline permit, including employer's nonownership and hired auto coverage) for \$2,000,000 combined single limit per occurrence.

(5) Umbrella liability insurance following the form of the primary liability coverage described in Subsections (a) and (b) and providing coverage with minimum combined bodily injury (including death) and property damage limit of \$25,000,000 per occurrence and \$25,000,000 annual aggregate. Increased primary liability limits equivalent to the umbrella liability insurance limits specified will satisfy the umbrella liability insurance requirements.

(c) Performance bond or irrevocable letter of credit.

(1) Before issuance of a pipeline permit, the pipeline operator shall submit to the City a performance bond or irrevocable letter of credit approved as to form by the City attorney in the amount of \$100,000.

(2) The performance bond is effective upon the issuance of the pipeline permit and must remain in full force and effect until all work under the terms of the pipeline permit has been completed.

(3) The performance bond may be amended to include other permitted pipeline permits.

IV. OIL AND GAS PIPELINES - Noise

(20) The Pipeline Operator of a Pipeline as defined herein shall submit a noise management plan detailing how the Pipeline or any equipment or facilities including compressor stations used in the installation of the Pipeline and/or, transportation of Natural

Gas complies with the maximum permissible noise levels of this section. The noise management plan must:

- a. Identify operation noise impacts;
- b. Provide documentation establishing the ambient noise level prior to construction of any pipeline;

and

- c. 1. Detail how the impacts will be mitigated. In determining noise mitigation, specific site characteristics shall be considered, including but not limited to the following:
 - i. Nature and proximity of adjacent development, location and type;
 - ii. Seasonal and prevailing weather patterns, including wind directions;
 - iii. Vegetative cover on or adjacent to the site; and
 - iv. Topography.

2. The Pipeline Operator shall be responsible for verifying compliance with this section and the noise management plan after the installation of the noise generation equipment.

(21) No Pipeline or any equipment or facilities including compressor stations associated with such pipeline shall be operated at any location within the City in such a manner so as to create any noise, that Exceeds 55dB(A) at the closest noise sensitive areas (i.e. homes, businesses, parks, churches, etc.)

(22) The sound level meter used in conducting noise evaluations shall meet the American National Standard Institute's Standard for sound meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

(23) A citation may be immediately issued for failure to comply with the provisions of this section. However, if the Pipeline Operator is in compliance with the approved noise management plan, and a violation still occurs, the Pipeline Operator will be given 24 hours from notice of noncompliance to correct the violation from an identified source before a citation is issued. Additional extensions of the 24-hour period may be granted in the event that the source of the violation cannot be identified after reasonable diligence by the operator.

V. OIL AND GAS PIPELINES - Coordination of Information Regarding Emergencies.

Upon discovery of a pipeline emergency or incident, any affected pipeline operator shall as soon as practical communicate to the City's 911 system the following information:

- a. A general description of the emergency or incident;
- b. The location of the emergency or incident;
- c. The name and telephone number of the person reporting the emergency or incident;
- d. The name of the pipeline operator;
- e. Whether or not any hazardous material is involved and identification of the hazardous material so involved; and
- f. Any other information as requested by the emergency dispatcher or other such official at the time of reporting the emergency or incident.

VI. OIL AND GAS PIPELINES - Pipeline Repairs and Maintenance Involving the Public Rights-of-Way, Utility Easements or City owned Property

(24) If non-emergency repairs necessitate excavation of a Natural Gas Transmission Pipeline or Hazardous Pipeline in the public rights-of-way, utility easements, or City owned

property, the pipeline operator shall send notification to occupants of business establishments and residential dwellings located adjacent to the pipeline to be excavated at least five (5) days prior to commencing such repairs.

(25) If above-ground non-emergency repairs that are not routine maintenance are required and involve the public rights-of-way, utility easements or City owned property, the pipeline operator shall send notification to occupants of businesses and residential dwellings located within 200 feet from the centerline of the pipeline section to be repaired at least five (5) days prior to commencing such repairs.

(26) The notice required herein shall be sent by United States regular mail, postage prepaid mailed at least five (5) business days prior to commencing any non-emergency repair; provided, however, that the pipeline operator may use hand delivery notice as an alternative, at the pipeline operator's discretion.

VII. OIL AND GAS PIPELINES - No Implied Grant of Use.

Nothing in this subsection grants permission for the use of any public street, public rights-of-way, utility easements or City-owned property. In the event a Pipeline Operator wishes to undertake any Pipeline construction on, over, under, along or across any public rights-of-way, utility easements or other City-owned property, the Pipeline Operator shall apply for and execute a written agreement with the City governing the terms and conditions for such use; obtain all required permits and comply with any other applicable provisions of the City code.

VIII. OIL AND GAS PIPELINES - No Assumption of Responsibility by City; Responsibility.

Nothing in these provisions shall be construed as an assumption by the City of any responsibility of a pipeline operator of a pipeline not owned by the City.

IX. OIL AND GAS PIPELINES - Public Awareness Information.

In keeping with the Natural Gas Pipeline Safety Act of 1968 and 49 CFR § 192.614, "Damage Prevention Program," 49 CFR § 192.615, "Emergency Plans," the Hazardous Liquids Safety Act of 1979, and 49 CFR

§ 195.408, "Communications," 49 CFR § 195.440, "Public Awareness," and the Community Right-to-Know Act, 40 CFR Parts 350-374, all as amended:

- (1) Annually, all pipeline operators will provide affected landowners, public officials and emergency providers with appropriate public awareness information as outlined in API 1162.
- (2) Each pipeline owner or operator shall maintain a public education program that is communicated to residents and business establishments within 1,000 feet of the centerline of a pipeline.
- (3) Public education information shall be communicated at least annually in both English and Spanish.

X. OIL AND GAS PIPELINES - Violations.

- (27) A person is criminally responsible for a violation of this article if the person:
 - (a) fails to obtain a City permit as required herein;
 - (b) fails to comply with the City's ordinances; or
 - (c) fails to comply with any provision of this Ordinance.

(28) To the extent that this Ordinance refers to or incorporates any requirements of federal or state law, the violation of any such requirements of federal or state law shall not be subject to the provisions of this Ordinance.

XI. OIL AND GAS PIPELINES - Street and Right-of-Way Use.

(1) In the event a Natural Gas Transmission Pipeline is placed within any public right-of-way under the jurisdiction of the City, the owner/operator shall comply with the right-of-way use regulations as provided in the City's Ordinances and obtain an appropriate franchise, permit or authorization for the use of such right-of-way.

To the extent that the provisions of this article conflict with the City's right-of-way use ordinance, this article shall apply.

XII. Variance – Applicants may seek variances to the Ordinance by applying to the Planning and Zoning Commission of the City of Taylor following variance procedures established by the Taylor Subdivision Ordinance.



Building Regulations and Procedures for Development of Pipelines October 24, 2019



- General Technical Provisions

- Provisions apply to natural gas transmission pipelines and hazardous pipelines eight (8) inches or larger interior diameter, built on or after the date of final passage of this Ordinance.
- Pipelines shall be located so that they do not interfere with or damage existing utilities.
- Pipeline Operator shall be responsible to grade, level and restore the property affected by pipeline construction to the same surface condition, as nearly practicable, as existed before operations were first commenced within thirty (30) days after completion of the pipeline.
- Pipeline Operator shall design and build all Pipelines that will be on, over, under, along, across, within, or crossing public roads and/or all facilities and/or lines existing within the public rights-of-way, utility easements or on/under City owned property within the City limits shall be a minimum depth of thirteen (13) feet from top of pipe to surface and cased to minimum specifications set forth by the City's Engineering Design Criteria Technical Provisions for Building around Pipelines.
- May not build New Construction within 200 feet of a Hazardous Pipeline or a Natural Gas Transmission Pipeline without Fire Chief approval.



- City permit process
 - Prior to the construction and/or operation of Natural Gas through a Transmission Pipeline or Hazardous Materials through a Hazardous Pipeline, the pipeline operator shall provide to the City certification that the design and installation of the Natural Gas Transmission Pipeline(s) or Hazardous Pipeline(s) meet all state and federal requirements
 - Permit fee of \$2,500.00 required.
 - Pipeline Right-of-Way annual use fee, \$3.00 times the number of rods of public ROW occupied.
 - Pipeline operator must carry public liability insurance with a carrier rated "A" or better for the duration of the term of its regulated pipeline.
- Noise Management Plan
 - Pipeline operator shall submit a noise management plan
 - No Pipeline or any equipment or facilities including compressor stations associated with such pipeline shall be operated at any location within the City in such a manner so as to create any noise, that Exceeds 55dB(A) at the closest noise sensitive areas (i.e. homes, businesses, parks, churches, etc.)



- Pipeline repairs and maintenance involving Public ROW and City owned property
 - If non-emergency repairs necessitate excavation of a Natural Gas Transmission Pipeline or Hazardous Pipeline in the public rights-of-way, utility easements, or City owned property, the pipeline operator shall send notification to occupants of business establishments and residential dwellings located adjacent to the pipeline to be excavated at least five (5) days prior to commencing such repairs.
 - Above-ground non-emergency repairs that are not routine maintenance are required and involve the public rights-of-way, utility easements or City owned property, the pipeline operator shall send notification to occupants of businesses and residential dwellings located within 200 feet from the centerline of the pipeline section to be repaired at least five (5) days prior to commencing such repairs.
- Public Awareness Information
 - Pipeline owner or operator shall maintain a public education program that is communicated to residents and business establishments within 1,000 feet of the centerline of a pipeline, in both Spanish and English.



City Council Meeting October 24, 2019

STRATEGIC PILLAR

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

Agenda Item #: 8

Agenda Title: **Consider Professional Services Agreement with Halff Associates for Taylor Community Parks Master Plans, O&M Plan and Parkland Dedication Ordinance Assessment.**

Council Action to be taken: Consider approval of agreement

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager, Tom Yantis, ACM/Director of Development Services, and Larry Foos, Parks Director.

1. PURPOSE/DESCRIPTION

Staff is requesting consideration of a professional services agreement with Halff Associates to prepare master plans, and operation and maintenance plans for the City's community parks as well as a review of the City's parkland dedication ordinance.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Background:

Staff has been in discussion with Halff Associates to assist with a comprehensive document focusing in on Robinson, Bull Branch and Murphy for staff to use in capital planning, park maintenance and an overall level of service determination for each of the parks. Staff chose these three parks due to the high level of usage, frequent citizen inquiries for park improvements, high public visibility and events held. Furthermore, due to budget constraints and limited funding (i.e. Valero park grant) staff feels concentrated parks plans will assist in directing resources; provide fresh citizen insight on usage, facilities, repurposing and the like; and a maintenance schedule to incorporate into each budget cycle to update existing park equipment and facilities. Finally, staff is asking as part of the master document a parkland dedication ordinance that will allow the City to exact open space/parks/trail improvements with new development.

Currently, staff has a Master Parks Plan covering all parks in the City's network performed in 2016 by Carter Burgess as well as a Strategic Facility Plan performed in

2017 by Sledge Engineering which provided a component on park improvements. In addition, specific park plans were performed in 2005 on Murphy, Robinson and Bull Branch.

Staff Analysis

As mentioned above, staff has been dealing with several community requests on further improvements or additions to our park system primarily in Robinson, Murphy and Bull Branch as well as maintenance and repair requests to existing facilities and equipment. Some of the areas that will be address in the plans to include but not limited to:

Robinson:

- Pool at Robinson
- Existing Givens Center
- Lighting
- Repurpose of slab for tennis court
- Bathrooms
- Sidewalk and trail Connectivity
- Parking
- Playground equipment
- Shading

Murphy:

- Fencing around pavilion
- Long term strategy on miniature golf area and other open space for future park improvements
- Bathrooms
- Memorial Field
- Parking
- Sidewalk and trail connectivity
- Lighting
- Pool
- Playground equipment
- Shading

Bull Branch:

- Improvements to trail and sidewalk connectivity
- Parking
- Playground equipment, facilities and shade structures
- Bathrooms

Pros	Cons
• Provides for citizen input on improvements and level of service expectations. • Maintenance schedule for staff to follow annually	• Could reinforce public perception in that another plan that may not be implemented. • Costs in a range of \$75,000-\$85,000 • At this time the plans will concentrate on the three parks only. A Master

• Provides for prioritization of projects to assist with future monies, and civic and non-profit organization requests to make improvements to parks. • Provides a forum with citizen involvement on answering questions to repurposing existing structures such as Memorial Field or Givens Center. • Provides for an ordinance for developer dedication of parkland and improvements • Provides for detailed attention to each park.	Parks Plan will be performed at a later time; however, this information will be included in the Master Parks Plan.
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Recommendation

Staff recommends authorizing the City Manager to execute the professional services agreement with Halff Associates for the Taylor Community Parks Master Plans, O&M Plan and Parkland Dedication Ordinance Assessment.

3. FUNDING SOURCE

Funding can come from the 2012 Certificate of Obligation Bond stipulated for quality of life projects at a current balance of \$380,015. Bond money can be spent for plans as long as they are specific and will be used to implement projects. The fee for the project is \$77,800 plus \$2,000 of reimbursable expenses.

4. TIMELINE CONSIDERATIONS

At the September 26, 2019 meeting, Council directed staff to negotiate a professional services agreement with Halff Associates.

If approved, a schedule will be negotiated with the consultant and the process should take no more than 6 months.

5. OTHER OPTIONS (In order of preference)

Park Board Consideration:

At the 9/18/19 Park Board Meeting, staff discussed the potential of the three park plans with the Park Board for direction. The following discussion points are noted:

- Staff presented the main points of the plan; 1. Site evaluation/data collection, 2. site analysis/opportunities and constraints, 3. Program development/uncovering the vision, 4. Parks Master Planning/ consensus building and adoption, 5. O & M Plan; and 6. Parkland Dedication.

- Parks Board Chairman expressed that there was definite support for the master planning process but did wonder about the “concept” of individual plans versus a city-wide parks master plan.
- Staff explained that each of the parks would receive more attention and a more detailed plan, capital projects list, and a maintenance plan.
- The parkland dedication concept was explained and supported. The possibility of receiving a fee from developers was supported.
- Parks Board supported the community involvement aspect of the process and liked that a presentation would be made to the Parks Board from the consultant.
- They would like an update on the master planning process during the October meeting.

6. ATTACHMENTS

8a. [Professional services agreement](#)

AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the City of Taylor a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer, herein called "Landscape Architect," relative to Landscape Architect providing professional Landscape Architecture services to the Client. Client and Landscape Architect when mentioned collectively shall be referred to as the "Parties".

W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Landscape Architect agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until the scope of services are complete generally according to "**Exhibit B**" or until terminated as provided herein.

II. Services to be Performed by Landscape Architect. Landscape Architect shall provide to the Client basic Landscape Architecture services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by a Landscape Architect to a Home Rule City. Landscape Architect shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation – "Exhibit C" establishes the compensation for the scope of services. Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Landscape Architect receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Landscape Architect's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Landscape Architect with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Landscape Architect in obtaining access to property necessary for performance of Landscape Architect's work for the Client, (iv) make prompt payments in response to Landscape Architect's statements and (v) respond in a timely fashion to requests from Landscape Architect. Landscape Architect is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work - Either the Client or the Landscape Architect may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Landscape Architect for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Landscape Architect's services under this Agreement by Client or by another service provider. Following Landscape Architect's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Landscape Architect's final invoice, pay the Landscape Architect for all services rendered and all costs incurred up to the date of Landscape Architect's receipt of such notice of termination.

VI. Ownership of Documents - Upon Landscape Architect's completion of services and receipt of payment in full, Landscape Architect shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Landscape Architect's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Landscape Architect and may not be used or reused, in any form, by Client without the express written authorization of Landscape Architect. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Landscape Architect, will be at Client's sole risk and without liability or legal exposure to Landscape Architect or to Landscape Architect's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Landscape Architect may reuse all drawings, reports, data and other information developed in performing

the services described by this Agreement in Landscape Architect's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Landscape Architect, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Landscape Architect shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Landscape Architect shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Landscape Architect. All services provided by Landscape Architect hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the Landscape Architecture profession in the State of Texas applicable to such Landscape Architecture services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Landscape Architect's personnel, or any personnel, professionals and/or consultants retained by Landscape Architect, Landscape Architect shall promptly propose substitutes to whom the Client has no reasonable objection, and Landscape Architect's compensation shall be equitably adjusted to reflect any difference in Landscape Architect's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Landscape Architect may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Landscape Architect to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Williamson County, Texas**.

XIV. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Landscape Architect. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Landscape Architect is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance - Landscape Architect shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Landscape Architect in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Landscape Architect mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Landscape Architect, respectively, has full authority to execute this Agreement and bind the entity so represented.

XIX. PROJECT ENHANCEMENT - IF DUE TO ANY ALLEGED OR ACTUAL BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFICIENCY IN THE SERVICES OF LANDSCAPE ARCHITECT OR ANY OF ITS CONSULTANTS, ANY ITEM, COMPONENT, OR CONDITION OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH LANDSCAPE ARCHITECT'S SERVICES, LANDSCAPE ARCHITECT'S AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING, CORRECTING OR REPLACING THE ITEM AT THE TIME THE ERROR IS DISCOVERED, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED PRIOR TO THE TIME CONSTRUCTION BEGAN. HOWEVER, IF THE CORRECTION TO THE DESIGN PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT TO THE PROJECT OF CLIENT/OWNER, THE AMOUNT OF DAMAGES, IF ANY, SHALL BE ADJUSTED DOWN BASED ON SUCH ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. CLIENT/OWNER SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH THE CORRECTION THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN NO EVENT AND REGARDLESS OF THE LEGAL THEORY OR FACTUAL BASIS OF ANY CLAIM, SHALL LANDSCAPE ARCHITECT'S OR ITS CONSULTANT'S LIABILITY INCLUDE ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN ADDITION, IF ANY SUCH ITEM, COMPONENT, OR CONDITION HAS AN IDENTIFIABLE USEFUL LIKE THAT IS LESS THAN THE BUILDING ITSELF, THE DAMAGES OF THE CLIENT/OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT LANDSCAPE ARCHITECT'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT LANDSCAPE ARCHITECT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE LANDSCAPE ARCHITECT, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE LANDSCAPE ARCHITECT AND LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE LANDSCAPE ARCHITECT OR THE LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE LANDSCAPE ARCHITECT'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, LANDSCAPE ARCHITECT SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST LANDSCAPE ARCHITECT AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO LANDSCAPE ARCHITECT UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XXI. WAIVER - Any failure by Landscape Architect to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Landscape Architect may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF TAYLOR, TEXAS



By: _____
Signature

M. James Hemenes, PLA, ASLA, CPRE
Printed Name

Dir of Landscape Architecture/Team Leader
Title

10/15/19
Date

By: _____
Signature

Printed Name

Title

Date

EXHIBIT “A”

Scope of Professional Services

TAYLOR COMMUNITY PARKS MASTER PLANS, O&M PLAN AND PARKLAND DEDICATION ORDINANCE ASSESSMENT

PURPOSE

The purpose of the services proposed herein is for Halff Associates, Inc. (CONSULTANT) to provide professional consulting services to prepare master plans and preliminary cost estimates for three (3) community level parks, an Operations and Maintenance Plan for four (4) community level parks, as well as an assessment of the current Parkland Dedication Ordinance for the City of Taylor (CITY). The three (3) community parks to receive master planning are Fannie Robinson Park, Murphy Park and Bull Branch Park. Those same three and Taylor Regional Park will be included in the Operations and Maintenance Plan. The master plans, through general public and direct stakeholder input, will identify proposed improvements to meet the current and future needs of the community, identify potential phases of development with associated costs and identify potential funding opportunities. The Operations and Maintenance Plans will look at key items of existing and proposed site conditions and appropriate levels of service and resources (manpower, equipment, utilities) necessary to maintain them in a manner that is both cost efficient and sustainable.

Project Assumptions

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation. The CITY will supply existing and proposed available data related to the project site to the CONSULTANT, as available. Existing data to be provided shall consist of the following at a minimum:

- 1. Existing Property Information** – boundary surveys, plats, deeds, easement information or any other property/right-of-way information related to the project areas.
- 2. Existing Utility Information** – as-built plans for all existing utilities located within the limits of the project sites. Plans shall show all utilities including but not limited to water, sanitary sewer, storm sewer, water quality/detention facilities, or any utilities related to or associated with the project. The CITY will also provide any dry utility information for the project sites.
- 3. Environmental Investigations** – any available data and information from existing environmental reports for the project sites.
- 4. Hydraulic Investigations** – any available data and information from existing hydraulic reports for the project sites.

Given the above stated purpose and project assumptions, CONSULTANT will provide the following basic services per project phases listed once the CITY has issued an executed agreement.

BASIC SERVICES

Phase 1: Data Collection | Site Inventory

This phase will include collecting all pertinent data applicable to the master planning process, including previous studies and relevant GIS data. A comprehensive site inventory will be performed as a precursor to the public input process. This phase includes the following tasks:

1. Conduct a project initiation meeting and obtain data.
2. Prepare preliminary base maps using available site data. CONSULTANT will use data provided by CITY and current available LIDAR imagery and topography for base maps. Existing tree canopy limits and critical site features will be located using GPS data collectors on-site and geo referenced on the base map. Design survey with tree canopy, topography and surface utilities are not included in basic services.
3. Conduct site inventory with CITY staff to determine surrounding influences and establish on site conditions critical to the project's development. Photo inventory existing conditions (One visit per park and a general data gathering meeting, 4-hour mtg.).
4. Workshop with City Staff to discuss key items associated with the planning effort and strategies for gathering public input and garnering support. Topics include but are not limited to policies related to community park uses, event planning, revenue generation, recreational programming, park safety, public art in community parks and facility rentals. (One visit, 6-hours, devised as needed by Client).
5. Assess all relevant data, including applicable regulatory requirements and development standards.
6. Research and assess surrounding land use trends, transportation (including bicycle and pedestrian connectivity opportunities), recreational trends and demographic growth trends.
7. Evaluate erosion control, hydrology, hydraulic, floodplain constraints and other applicable environmental assessments.

Deliverables: Digital PDF format of maps/graphics and reports.

Phase 2: Site Analysis | Opportunities and Constraints

This phase will include a comprehensive analysis of the existing data to determine each park's opportunities and constraints. This analysis includes such things as available ingress/egress, on- and off-road pedestrian and bike connectivity, neighborhood buffer areas, environmental constraints, among others. This phase includes the following tasks:

1. Compile existing site data into a composite overlay.
2. Develop a framework plan of on/off site opportunities and constraints.
3. Discuss with CITY and conduct an Architectural Assessment of the Memorial Field facilities for possible re-purposing for CITY use. (One visit, 3 hour mtg.)
4. Prepare report of preliminary findings and present to CITY staff to determine direction and establish governing objectives based on the findings (One visit, 2-hour mtg.).

Deliverables: Digital PDF format of maps/graphics and reports. Three (3) 30"x42" illustrative boards of site analysis/opportunities/constraints.

Phase 3: Program Development | Uncovering the Community Vision

This phase includes an in-depth public outreach to identify the community's vision for the future park development. Key person interviews, stakeholder/public input meetings and other public engagement to identify community preferences and potential program elements (subject to the parks' environmental and other constraints) are included in this process. This phase includes the following tasks:

1. Develop public outreach material and coordinate with CITY's project manager and Communications department on outreach schedule and materials.
2. Conduct kick-off meetings and personal interviews with key stakeholders including but not limited to Parks Board, key Community Leaders associated with the community parks and other CITY staff members (One visit, 8-hours, devised as needed by Client on the same day as the Public Meeting).
3. Facilitate First Community Park Public Meetings: Learning and Listening – Gather public expectations, ideas, and concerns to build a strong base of needs, issues and ideas (possible theme) for park improvements (One, two-hour weekday evening meeting in each of the Community Parks. Three total meetings).
4. Summarize findings and develop opportunities and constraints assessment.
5. Prepare report of preliminary findings and establish "community vision" statements and present to CITY staff (One, 2-hour mtg.).

Deliverables: Digital PDF format of illustrations/graphics and public comments. Three (3) 30"x42" illustrative boards summarizing initial public input.

Phase 4: Parks Master Planning | Consensus Building and Adoption

This phase includes preparation of potential alternatives for the future layout and programmatic configuration of the parks. The alternatives will be presented to CITY staff and others as appropriate. Preferences will be compiled to determine the preferred visions for the parks. A final draft master plan for each park will be reviewed by CITY staff. The final draft plans will be presented at the second public meeting and to the Parks Board and CITY Council. This phase includes the following tasks:

1. Develop two (2) preliminary concept plans delineating overall character and image of each park based on first public input meetings. Review with CITY staff for comment.
2. Present the preliminary concept plans and provide project update to CITY Council. Meeting may be a joint meeting with the Parks Board (to be determined).
3. Facilitate Second Community Park Meeting: Exploring Ideas – Recap first meeting vision and ideas for the parks and present the two (2) preliminary concept plans per park explaining how public input was incorporated into each plan. The intent of this meeting is to determine what ideas are liked, which ones need refinement and which ones to remove (One, 4-hour weekday afternoon and evening meeting.).
4. Develop a single refined concept plan for each park and supporting graphics for specific areas and draft report, including proposed phasing, budget opinion of probable construction costs (OPCC) and funding strategies. Review with CITY staff. *Optional: provide update to CITY Council if required prior to third public meeting.*

5. Facilitate Third Community Park Meeting: Refining the Plan – Recap second meeting concept plans feedback/results and present the refined concept plans and graphics for each park (1 plan rendering and no more than 3 perspectives each), specifically incorporating comments, proposed phasing and development costs. Have a “listening station” to elicit feedback on expectations for Operations & Maintenance (One, 4-hour weekday afternoon and evening meeting).
6. Develop final illustrative master plans, supporting graphics, OPCC’s and final draft report. Review with CITY staff.
7. Present final draft master plans for final review and adoption by the Parks Board and CITY Council (Two meetings or One joint meeting).

Deliverables: Digital PDF format of all maps/graphics and reports. Three (3) 30”x42” illustrative boards of master plans and graphics; All final master plan graphic boards to be printed and billed as reimbursable expenses.

Phase 5: Operations and Maintenance Plan

This phase includes preparation of an Operations and Maintenance (O&M) Plan for four (4) community level parks (Fannie Robinson Park, Murphy Park, Bull Branch Park and Taylor Regional Park) to establish appropriate levels of service and Best Management Practices based on existing conditions/analysis, CITY staff input, community expectations, final master plans and availability of resources. In addition to the data, analysis and recommendations, the plan will include an executive summary to assist with approvals and implementation of the plan. This phase includes the following tasks:

1. Review of existing conditions and analysis of such with regards to O&M.
2. Conduct CITY staff interviews regarding current practices and expectations (One visit, 2-hour meeting).
3. Provide “listening station” at the Third Community Meeting.
4. Prepare the draft Operations and Maintenance Plan.
5. Review draft plan with CITY staff.
6. Finalize plan.
7. Attend one (1) Parks Board and City Council meeting, as required, for adoption of the Operations and Maintenance Plan (Two meetings or One joint meeting).

Phase 6: Parkland Dedication Ordinance Assessment

In this stand-alone task, Halff will review the current City of Taylor ordinance and existing review/approval process and offer recommendations for improvement in order to ensure open space/parks/trails outcomes commensurate with new development. In this review, Half will provide a comparative analysis of comparable communities with regards to requirements and fees. This step is a consultant assessment and will include staff coordination but no public engagement or ordinance drafting. Will include a recommended roadmap for the next steps.

1. Review of existing ordinance and other directly related codes.

2. Develop a spreadsheet for a comparative analysis of Taylor and other communities identified as similar or worthy of benchmarking.
3. Prepare general recommendations for next steps.
4. Review recommendations with CITY staff (One, 2-hour meeting).

ADDITIONAL SERVICES

The following services are not included in the proposed basic services. CONSULTANT can provide services list at the request of the CITY. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as needed. Items that are considered additional services include:

1. Graphics and marketing material other than indicated in basic services.
2. Topographical and design surveys.
3. Construction document and permitting services.
4. Bidding and construction phase services.
5. Environmental analysis and permitting.
6. Hydraulic and hydrology study and analysis other than indicated in basic services.
7. Design of areas outside the limits of the project sites.
8. Additions to the project scope or budget that causes additional work.
9. Additional meetings or workshops not identified in the project scope.
10. Revisions to the concepts by the CITY after the final master plan and report are complete and adopted by the CITY.
11. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
12. Design of gas, telephone or other utility improvements.
13. Printing of drawings, specifications and contract documents except as noted herein.
14. Graphic products except as noted herein.
15. Traffic engineering reports or studies.
16. Negotiations/agreements with adjacent property owners.
17. Plat preparation.
18. Any additional work not specifically included in the basic services of this proposal.

EXHIBIT “B”

Schedule

TAYLOR COMMUNITY PARKS MASTER PLANS, O&M PLAN AND PARKLAND DEDICATION ORDINANCE ASSESSMENT

TAYLOR COMMUNITY PARKS MASTER PLANS, O&M PLAN AND PARKLAND DEDICATION ASSESSMENT - TENTATIVE SCHEDULE		2019				2020															
(Exact dates to be determined in coordination with City staff)		Nov.				Dec.				Jan.				Feb.				Mar.			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Phase	Task Description																				
1	Data Collection Site Inventory	4 wks																			
	Staff Workshop	★																			
2	Site Analysis Opportunities & Constraints					4 wks															
	Architectural Assessment					★															
3	Program Development Uncovering the Community Vision									6 wks											
	Develop outreach program																				
	Key stakeholder meetings site walking tour																				
	First Public Meeting - Learning and Listening													★							
	Preliminary findings and community vision statement																				
4	Park Master Planning Consensus Building & Adoption													10 wks							
	Develop Three (3) Concept Plans (Staff Review / City Council Update)																				
	Second Public Meeting - Exploring Ideas Developed Refined Plan (Present 3 Concepts)																	★			
	Develop Single Refined Concept Plan Phasing OPCC MORE plan (Staff Review / Optional City Council Update)																				
	Third Public Meeting - (Present single refined concept plan)																		★		
	Develop Final Draft Master Plan and Report (Staff Review)																				
5	Operations & Maintenance Plan																	10 wks			
	Existing conditions and analysis - O&M																				
	Staff Interviews																	★			
	"Listening Station" at Third Community Meeting																		★		
	Draft O&M Plan																				
6	Parkland Dedication Ordinance Assessment																	4 wks			
Present Final Draft Master Plans and O&M Plan to City Council for Adoption																					★

EXHIBIT “C”

Basis of Compensation

TAYLOR COMMUNITY PARKS MASTER PLANS, O&M PLAN AND PARKLAND DEDICATION ORDINANCE ASSESSMENT

Basic Services as described in Attachment ‘A’ will be provided for a total lump sum fee of **\$82,080** plus a reimbursable allowance of \$2,000. The overall fee total shown will not be exceeded without prior written authorization by the CITY.

Payment for total services as described in Attachment ‘A’ will be invoiced to the CITY on a monthly basis, based upon a percentage of completed tasks. Below is a cost breakdown of the Basic Services:

Phase	Fee
Phase 1: Data Collection Site Inventory	\$ 11,150
Phase 2: Site Analysis Opportunities and Constraints	\$ 14,620
Phase 3: Program Development Uncovering the Community Vision	\$ 15,150
Phase 4: Parks Master Planning Consensus Building and Adoption	\$ 22,660
Phase 5: Operations & Maintenance Plan	\$ 10,300
Phase 6: Parkland Dedication Ordinance Assessment	\$ 8,200
Subtotal Professional Services	\$ 82,080
<u>Reimbursable Allowance</u>	<u>\$ 2,000</u>
Total	\$ 84,080

Reimbursable Allowance

Out of pocket expenses related to printing and graphic reproduction shall be reimbursed at cost plus 10 percent to the City.



City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 9
Agenda Title: Receive County bond presentation on the upcoming bond election on November 5, 2019

Council Action to be taken: Receive Presentation

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to provide information for the residents of Taylor about the upcoming bond election by Williamson County on November 5th.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The Williamson County Commissioners Court approved calling an election for two propositions on November 5th. The first is for voters to decide whether or not to authorize the issuance of bonds not to exceed \$412 million for roads. The second proposition is for issuing bonds not to exceed \$35 million for parks and recreation. Williamson County officials estimate that passage of the two bond propositions will not result in an increase in the county's debt service tax rate.

3. STAFF ANALYSIS (How and Why)

The two main projects contained in the proposition that effect Taylor is funding toward the SE Inner Loop project (Hwy 79/3349) and additional improvements for the Williamson County Exposition Center. The SE Inner Loop would provide additional option to get around the Highway 79 traffic through Hutto. The improvements at the Expo Center includes cover on the west arena and restrooms with showers at the RV Park.

4. RECOMMENDATION

Receive presentation.

5. FUNDING SOURCE

County I&S portion of the tax rate.

6. TIMELINE

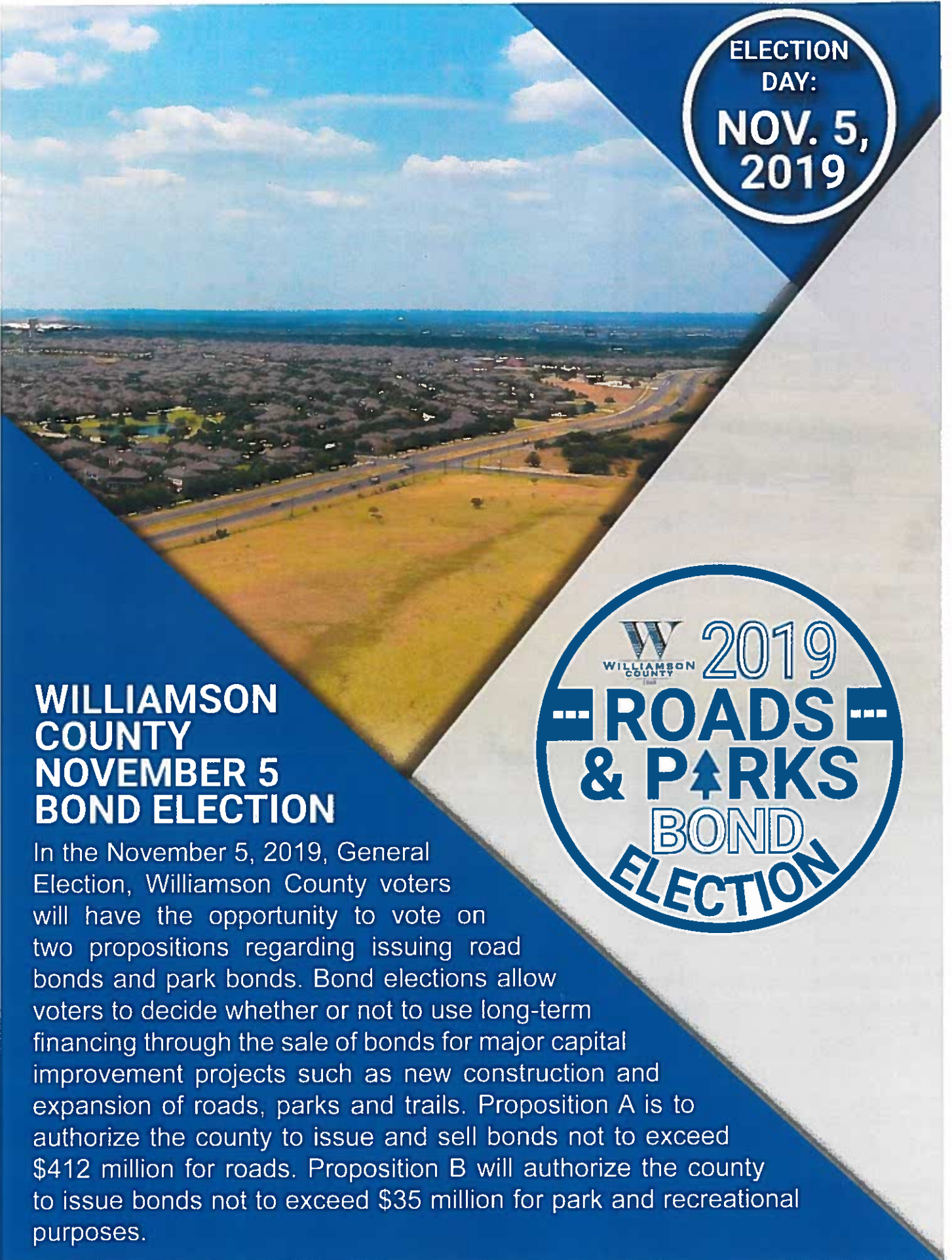
Election is on November 5, 2019.

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

N/A

8. ATTACHMENTS

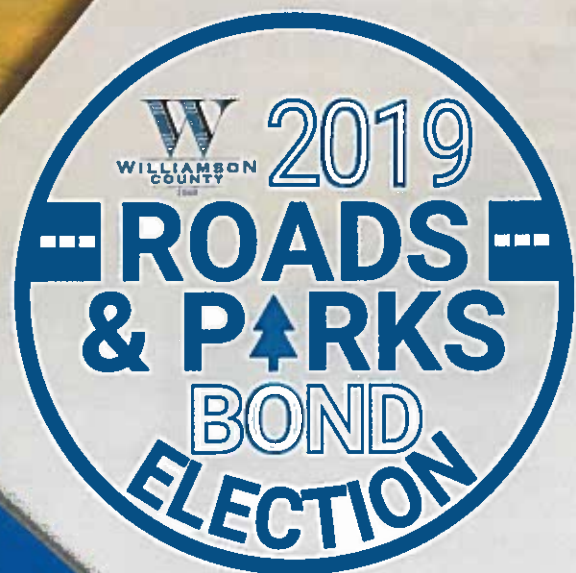
9a. [County Election Brochure](#)



ELECTION
DAY:
**NOV. 5,
2019**

WILLIAMSON COUNTY NOVEMBER 5 BOND ELECTION

In the November 5, 2019, General Election, Williamson County voters will have the opportunity to vote on two propositions regarding issuing road bonds and park bonds. Bond elections allow voters to decide whether or not to use long-term financing through the sale of bonds for major capital improvement projects such as new construction and expansion of roads, parks and trails. Proposition A is to authorize the county to issue and sell bonds not to exceed \$412 million for roads. Proposition B will authorize the county to issue bonds not to exceed \$35 million for park and recreational purposes.



2019 PROPOSED PARK BOND PROJECTS



In the November 5, 2019, General Election, Williamson County voters will have the opportunity to vote on two propositions regarding issuing road bonds and park bonds. Proposition B will authorize the county to issue bonds not to exceed \$35 million for park and recreational purposes. If approved by voters, the bond proceeds are proposed to be used for the following projects:



HIKE AND BIKE TRAILS

- Bagdad Trail from Leander to Liberty Hill
- Trail extension from Cedar Park Lakeline Park to Twin Lakes Park
- Trail extension south and eastward along Hairy Man Road
- Trails including an extension of Brushy Creek Regional Trail from Red Bud Lane to Hutto
- Regional Park trail extension northward towards Lake Georgetown Trail and southward towards Brushy Creek Regional Trail
- Pedestrian Bridge and Trail Improvements at Twin Lakes Park



RIVER RANCH COUNTY PARK

More than 1000 acres located off County Road 279 between Leander and Liberty Hill.

- Improvements including restrooms and pavilion

SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK

Almost 800 acres located on CR 175 near RM 1431 in Leander.

- Improvements including restrooms



BERRY SPRINGS PARK AND PRESERVE

Located on 300-acres along Berry Springs between I.H. 35 and C.R. 152 with the main entrance off C.R. 152.

- Improvements including restrooms and pavilion

CHAMPION PARK

About 33 acres located off Brushy Creek Road in Cedar Park and connects to the Brushy Creek Regional Trail.

- Improvements including additional parking



WILLIAMSON COUNTY EXPO CENTER

Over 50 acres located at 5350 Bill Pickett Trail in Taylor.

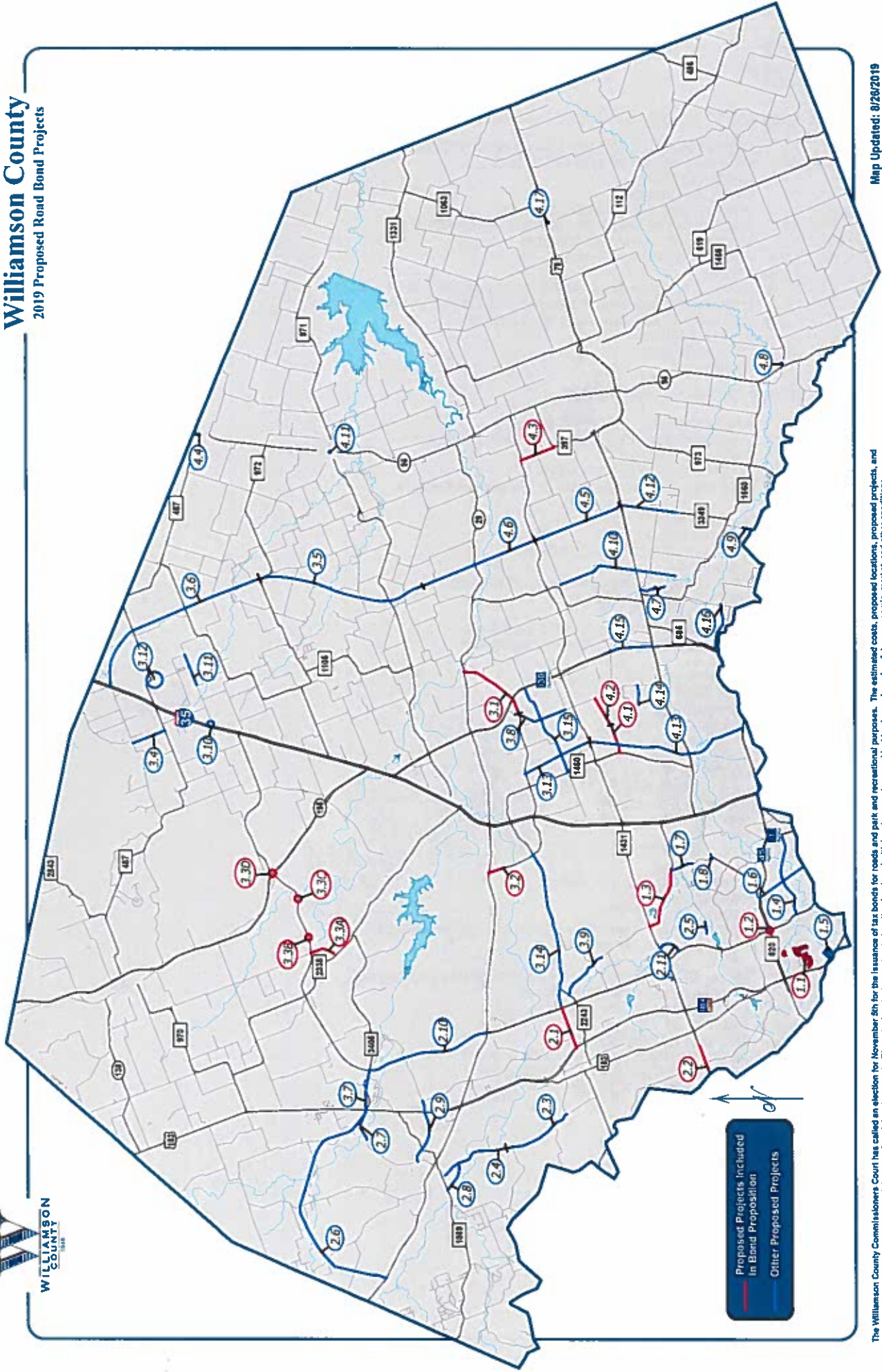
- Improvements including cover on west arena and restrooms with showers at RV Park

Learn more by visiting: www.wilco.org/bondelection



Williamson County

2019 Proposed Road Bond Projects

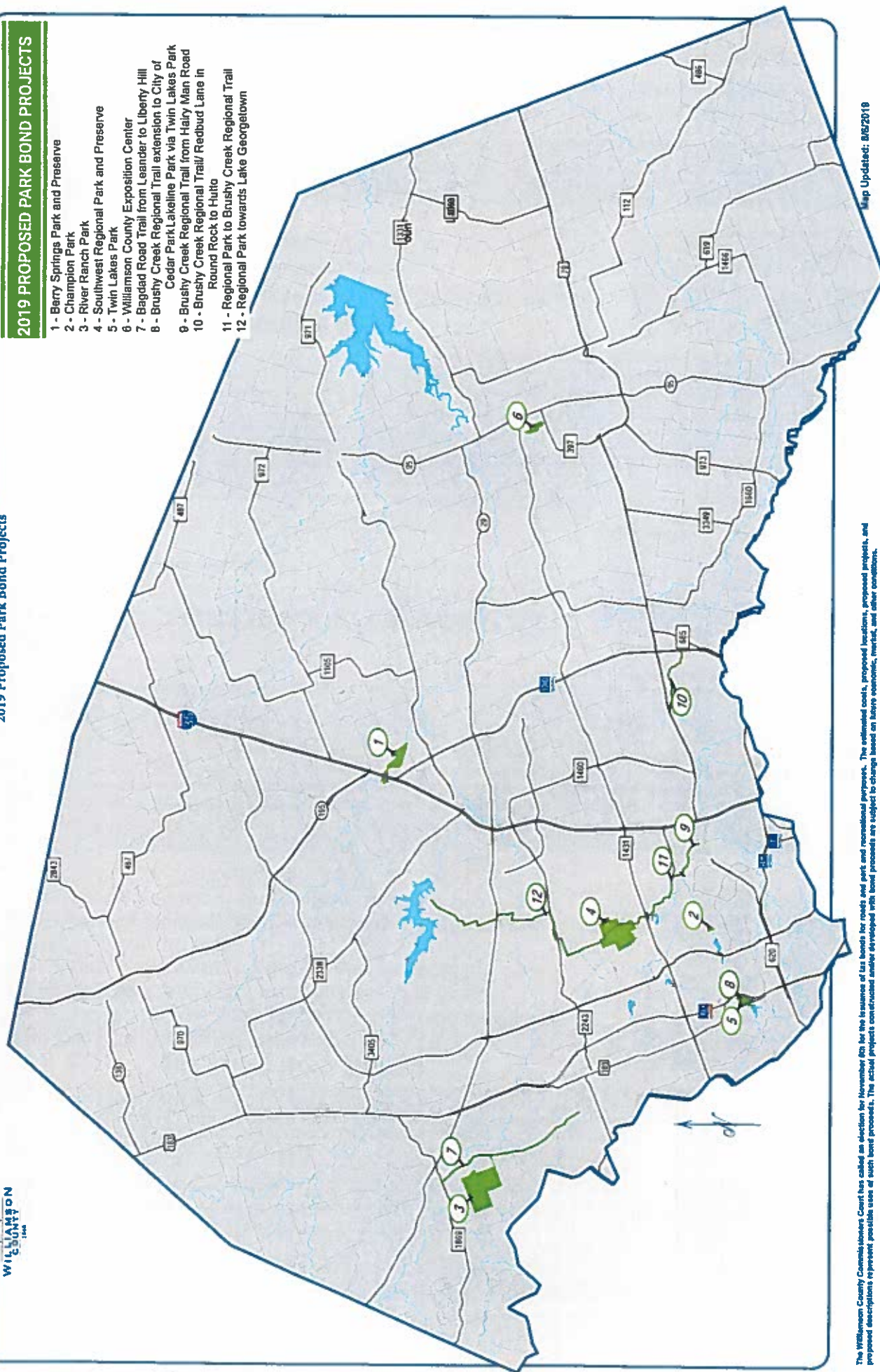


The Williamson County Commissioners Court has called an election for November 28th for the issuance of tax bonds for roads and park and recreational purposes. The estimated costs, proposed locations, proposed projects, and proposed descriptions represent possible uses of such bond proceeds. The actual projects constructed and/or developed with bond proceeds are subject to change based on future economic, market, and other conditions.

Map Updated: 8/26/2019



- 1 - Berry Springs Park and Preserve
- 2 - Champion Park
- 3 - River Ranch Park
- 4 - Southwest Regional Park and Preserve
- 5 - Twin Lakes Park
- 6 - Williamson County Exposition Center
- 7 - Bagdad Road Trail from Leander to Liberty Hill
- 8 - Brushy Creek Regional Trail extension to City of Cedar Park/Lakeline Park via Twin Lakes Park
- 9 - Brushy Creek Regional Trail from Hardy Man Road
- 10 - Brushy Creek Regional Trail/ Redbud Lane in Round Rock to Hutto
- 11 - Regional Park to Brushy Creek Regional Trail
- 12 - Regional Park towards Lake Georgetown



The Williamson County Council/Board/Court has called an election by November 4th for the issuance of tax bonds for roads and port and recreational purposes. The estimated costs, proposed locations, proposed projects, and proposed disciplines represent possible uses of such bond proceeds. The actual project configurations and/or bond proceeds are subject to change based on future economic, market, and other conditions.

Map Updated: 8/25/2018

PROPOSED PROJECTS INCLUDED IN BOND PROPOSITION

- 1.1 FOREST NORTH ROADWAY DRAINAGE IMPROVEMENTS
- 1.2 PARMER LANE AT SH 45 INTERCHANGE
- 1.3 SAM BASS ROAD
- 2.1 HERO WAY (RM 2243)
- 2.2 WHITESTONE BOULEVARD WIDENING
- 3.1 SOUTHEAST INNER LOOP EXTENSION (CORRIDOR C)
- 3.2 SOUTHWEST BYPASS EXTENSION
- 3.3 SUN CITY SAFETY PROJECTS
- 3.3A CR 245
- 3.3B RONALD REAGAN BOULEVARD AT SILVER SPUR BOULEVARD
- 3.3C RONALD REAGAN BOULEVARD AT SUN CITY BOULEVARD
- 3.3D SH 195 AT RONALD REAGAN BOULEVARD
- 4.1 CR 112 WIDENING
- 4.2 CR 112 WIDENING
- 4.3 CR 366

OTHER PROPOSED PROJECTS

- 1.4 ANDERSON MILL ROAD EXTENSION
- 1.5 POND SPRINGS ROAD DRAINAGE IMPROVEMENTS
- 1.6 RM 620 EXTENSION
- 1.7 WYOMING SPRINGS EXTENSION
- 1.8 WYOMING SPRINGS INTERSECTION IMPROVEMENTS
- 2.3 BAGDAD ROAD/CR 279
- 2.4 BAGDAD ROAD/CR 279
- 2.5 BRUSHY CREEK ROAD WIDENING
- 2.6 CORRIDOR I
- 2.7 CR 214 EXTENSION (WITH RIVER CROSSING)
- 2.8 LIBERTY HILL (SH 29) BYPASS
- 2.9 LONG RUN ROAD
- 2.10 RONALD REAGAN BOULEVARD WIDENING
- 2.11 TORO GRANDE BOULEVARD EXTENSION
- 3.4 BUD STOCKTON EXTENSION
- 3.5 CORRIDOR E4
- 3.6 CORRIDOR E5
- 3.7 CORRIDOR I (FM 3405)
- 3.8 CR 110 NORTH
- 3.9 CR 175
- 3.10 CR 314 SAFETY IMPROVEMENTS
- 3.11 CR 314 WIDENING
- 3.12 CR 332 REALIGNMENT
- 3.13 MOKAN
- 3.14 RM 2243
- 3.15 WESTINGHOUSE/CR 111
- 4.4 BARTLETT STREET PROJECT
- 4.5 CORRIDOR E2
- 4.6 CORRIDOR E3
- 4.7 COTTONWOOD CREEK ROAD DRAINAGE IMPROVEMENTS
- 4.8 COUPLAND STREET PROJECT
- 4.9 CR 129
- 4.10 CR 134 EXTENSION/CR 132 EXTENSION (HUTTO ARTERIAL)
- 4.11 DAVILLA CULVERT REPLACEMENT
- 4.12 FM 3349 AT US 79 INTERCHANGE
- 4.13 MOKAN
- 4.14 OLD SETTLERS BOULEVARD
- 4.15 SH 130 NORTHBOUND FRONTAGE ROAD
- 4.16 SOUTHEAST CORRIDOR (CORRIDOR E1)
- 4.17 THRALL STREET PROJECT

PROPOSITION A: PROPOSED ROADS

Proposition A will authorize the county to issue and sell bonds not to exceed \$412 million for the purpose of constructing, improving, extending, expanding, upgrading and/or developing roads and other transportation-related improvements.

2019 BOND ELECTION ROAD PROJECTS

Forest North Road Drainage Improvements - Construct drainage improvements

Parmer Lane at SH 45 Interchange Planning - Planning for future 3-level diamond including bridge over railroad

Sam Bass Road Safety Project from Wyoming Springs to RM 1431 - Construct 3 lanes of a future 6-lane roadway including traffic signal improvements

Hero Way (RM 2243) from US 183A to Ronald Reagan Boulevard - Construct 1 frontage road

Whitestone Boulevard Widening from Bagdad Road to Anderson Mill Road - Planning through utility relocation for future roadway widening from 4 lanes to 6 lanes

Southeast Inner Loop Extension from SH 29 to Sam Houston Parkway - Construct 1 frontage road with a bridge over SH 130

Southwest Bypass Extension from SH 29 to Wolf Ranch Parkway - Construct 1 frontage road including intersection improvements at SH 29

CR 112 Widening from FM1460 / A.W.Grimes to CR 110 - Widen existing 2 lane roadway to a 4-lane divided roadway

CR 366 from Carlos Parker to Chandler Road - Reconstruct existing 2-lane roadway to 5 lanes

Sun City Safety Projects including:

CR 245 from north of RM 2338 to Ronald Reagan Boulevard - Reconstruct and widen to 4 lanes

Ronald Reagan Boulevard at Silver Spur Boulevard turn lanes - Construct intersection improvements

Ronald Reagan Boulevard at Sun City Boulevard turn lanes - Construct intersection improvements

SH 195 North Bound off ramp at Ronald Reagan Boulevard - Construct exit ramp

PROPOSITION B: PROPOSED PARKS & RECREATION

Proposition B will authorize the county to issue and sell bonds not to exceed \$35 million for the purpose of constructing, improving, renovating, acquiring land, buildings and facilities for park and recreational purposes including, but not limited to, parkland, open space/preserve land, trail acquisition, pedestrian and bike trail improvements.

2019 BOND ELECTION PARKS & RECREATION PROJECTS

Berry Springs Park and Preserve Improvements including restrooms and pavilion

Champion Park Improvements including additional parking

River Ranch Park Improvements including restrooms and pavilion

Southwest Regional Park Improvements including restrooms

Pedestrian Bridge and Trail Improvements at Twin Lakes Park

Williamson County Expo Center Improvements including cover on west arena and restrooms with showers at RV Park

Bagdad Trail from Leander to Liberty Hill

Trail extension from Cedar Park Lakeline Park to Twin Lakes Park

Trail extension south and eastward along Hairy Man Road

Trails including an extension of Brushy Creek Regional Trail from Red Bud Lane to Hutto

Regional Park trail extension northward towards Lake Georgetown Trail and southward towards Brushy Creek Regional Trail



Proposed 2019 Road & Parks Bonds

Precinct	Proposed Road Bond Funds
Precinct 1	\$53,633,250
Precinct 2	\$102,533,650
Precinct 3	\$98,404,600
Precinct 4	\$123,907,000
Total	\$412,000,000

Precinct 4	
4.3 - CR 366	\$8,128,000
4.12 - Hwy 79/FM 3349 Bridge	\$20,435,000
4.16 - CR 138 to CR 137	\$27,500,000
4.9 - CR 129	\$2,035,000
4.8 - Coupland	\$705,000
4.17 - Thrall	\$601,000
4.11 - Granger	\$208,000
4.4 - Bartlett	\$426,000

Expo Center	
Wind Block/Hanger Doors	\$1,000,000
RV Restrooms>Showers	\$350,000
Pavillions (2)	\$500,000
Widen Arena	\$200,000
Maintnace Area	\$400,000
Cover on West Areana	\$1,000,000
Improved Parking	\$500,000
Bill Picket Access Road	\$400,000
Total	\$4,350,000

2013 Bond	
Chandler Road to Loop	
CR 101	
Expo Expansion - Pavillion	\$4,500,000



City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 10

Agenda Title: **Receive update from HDR Architecture
on Justice Center project**

Council Action to be taken: Receive update

Department Submitted: City Management

Staff Contact: Kelly Kaatz/Halden Tally, HDR Engineering

1. PURPOSE/DESCRIPTION

The purpose of this item is to update the City Council on the Justice Center project as it relates to recently completed comparable projects, facility options, and project costs.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The 2017 Strategic Facilities Plan (SFP) details a \$12,826,000 project to construct a Justice Center comprised of the Police Department and Municipal Courts as seen below in the excerpt from the 2017 SFP.

Table 11-4 Police Department Recommended Improvements Budget

Description	Priority 1	Priority 2	Priority 3
Land Acquisition	\$243,000		
New Justice Center (Police Portion)	\$10,435,000		
New Justice Center (Municipal Court Portion)		\$1,517,000	
Backup Generator for New Police Station	\$49,000		
Secured Covered Parking for Police Vehicles	\$485,000		
Car wash area			\$97,000
Opinion of Cost	\$11,212,000	\$1,517,000	\$97,000
Total			\$12,826,000

In the summer of 2018, City staff retained HDR Architecture to conduct a programming exercise with the Police Department and Municipal Courts to determine size requirements, spatial needs, and updated construction costs. Through the programming exercise, construction costs were estimated at \$16,306,274.

In March 2019, the 2019 Infrastructure Bond secured \$2,050,000 to fund Justice Center land acquisition, architectural services, and Animal Shelter improvements.

3. STAFF ANALYSIS (How and Why)

In July 2019, the City asked HDR to review and update total project costs associated with the Justice Center and analyze project options to combine facilities:

1. Police Department
2. City Hall
3. Police Department + City Hall
4. Police Department + Municipal Courts
5. Police Department + Municipal Courts + City Hall

HDR analyzed construction costs of 17 recently completed Police/Justice Center/City Hall projects across Texas to compare with the proposed project in Taylor. These projects vary in style, construction type, size, and location. They provide a wide spectrum of similar projects that Taylor may consider emulating and give accurate cost data to better estimate Taylor's project.

Once the City decides which facilities to include with the total project, property evaluation will commence to identify recommended locations for the facility. Upon acquiring property, architectural services can commence toward full design of the facility. Typically, the design services will take 12 months to complete, and construction will take 18 to 24 months depending on the project selection.

4. RECOMMENDATION

Receive update.

5. FUNDING SOURCE

1. 2019 Infrastructure Bond for land acquisition and architectural services
2. Future bond sales

6. TIMELINE

December 2017–2017 Strategic Facility Plan

October 2018–HDR Updated Programming for Justice Center

March 2019–2019 Infrastructure Bond secured \$2.05M for Justice Center/Animal Shelter

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

10a. [Justice Center Power Point Presentation](#)



City Council Update

Council Date: 10/24/2019

Topics

- Proposed Building Program
- Example Project Cost Comparisons
- Cost Summary

Program Summary

SPACE LIST - Summary

(DRAFT)

Taylor Police and Municipal Court Facility

Police Department	Net Square Feet	Department Grossing Factor	Department Square Feet
1 Public Lobby	2,345	1.30	3,049
2 Records	716	1.35	967
3 Dispatch	673	1.45	976
4 Command Staff	832	1.35	1,123
5 Victim Services	480	1.40	672
6 Patrol	2,810	1.40	3,934
7 CID	992	1.40	1,389
8 Evidence	2,209	1.40	3,093
9 Staff Facilities	2,757	1.35	3,722
10 Technology	300	1.25	375
11 Facility Maintenance	150	1.25	188
12 Mechanical (5%)			974
	14,264		20,460
Building Gross Factor - Circulation, Stairs, Exterior Envelope (8%)			1,637
			22,097
			TOTAL G.S.F.

Program Summary

		Net Square	Department	Department
		Feet	Grossing Factor	Square Feet
Municipal Court				
1	Public Lobby	1,560	1.30	2,028
2	Clerk Area	1,140	1.45	1,653
3	Courtroom	2,200	1.30	2,860
4	Support Offices	1,596	1.40	2,234
5	Jury	392	1.35	529
6	Holding	320	1.30	416
7	Mechanical (5%)			486
		7,208		10,207
Building Gross Factor - Circulation, Stairs, Exterior Envelope (8%)				817
				11,023
				TOTAL G.S.F.

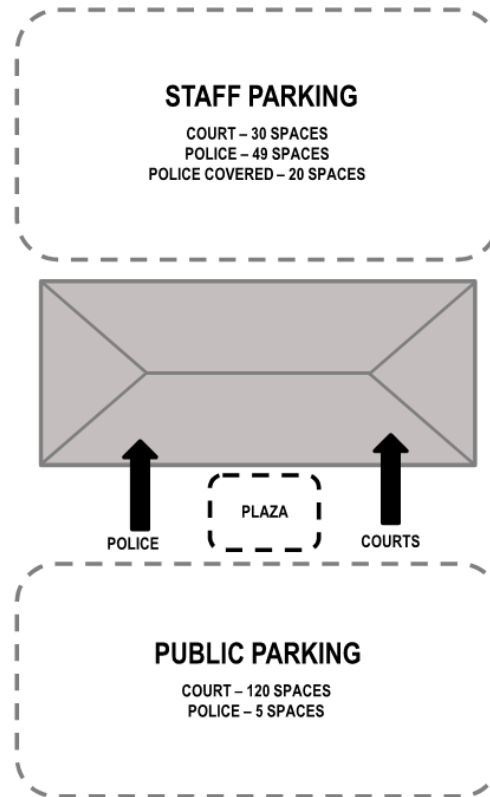
City Hall (based on the current footprint)

17,000

Program Summary

Police Department	22,097 SF
Municipal Court	11,023 SF
JUSTICE CENTER TOTAL	33,210 SF
New City Hall	17,000 SF
TOTAL WITH CITY HALL INCLUDED	50,120 SF

Site

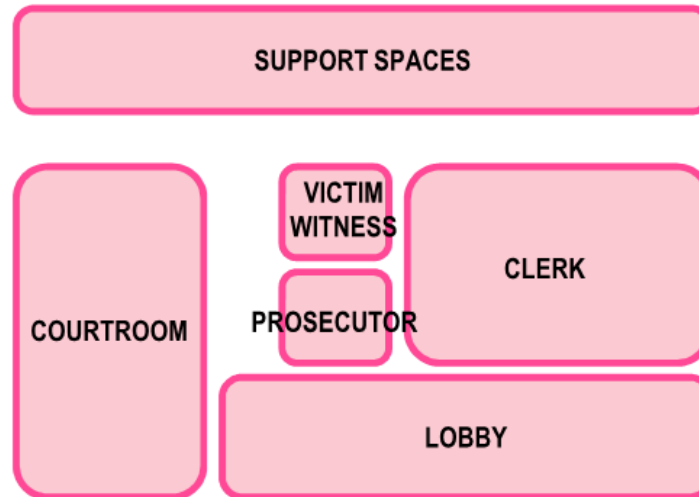


Space Summary



POLICE
DEPARTMENT

Space Summary



**MUNICIPAL
COURT**

Comparison Projects



Prosper City Hall

Comparison Projects



Converse City Hall

Comparison Projects



New Boerne City Hall

Comparison Projects



North Richland Hill City Hall

Comparison Projects



New Braunfels City Hall

Comparison Projects



Katy City Hall

Comparison Projects



Buda Municipal & Public Safety Complex

Comparison Projects



Austin County Justice Center

Comparison Projects



Comal County Landa Annex Courts Addition & Renovation

Comparison Projects



College Station Police Headquarters

Comparison Projects



Kendall County Law Enforcement Center

Comparison Projects



Waller County Law Enforcement Center

Comparison Cost Analysis

CONSTRUCTION COST ANALYSIS					
Project	Construction Cost per SF	Year Completed	Construction SF Area	SF Cost Adjusted to JUNE 2021 (6.0% Per Annum)	SF Cost Adjusted to JUNE 2021 (8.0% Per Annum)
Prosper City Hall	\$ 416	2018	44,500	\$ 493	\$ 522
Converse	\$ 553	2017	15,000	\$ 658	\$ 695
Deer Park City Hall	\$ 412	2018	17,000	\$ 489	\$ 512
Boerne City Hall	\$ 347	2016	45,390	\$ 462	\$ 506
North Richland Hills	\$ 330	2016	78,500	\$ 438	\$ 482
Kaufman City Hall	\$ 325	2018	17,500	\$ 385	\$ 405
New Braunfels	\$ 228	2016	62,000	\$ 303	\$ 331
Katy City Hall	\$ 227	2016	33,000	\$ 302	\$ 330
Glenn Heights City and Fire Station	\$ 208	2016	32,200	\$ 268	\$ 292
Buda Municipal Complex	\$ 455	2017	54,683	\$ 555	\$ 586
Buda Public Safety Complex	\$ 468	2017	14,420	\$ 570	\$ 603
Austin County Justice Center	\$ 290	2018		\$ 345	\$ 365
College Station Police Headquarters	\$ 332	2018	75,000	\$ 395	\$ 418
Comal County Landa Annex Courts Expansion	\$ 382	2018	51,000	\$ 455	\$ 481
Waller County Law Enforcement Center	\$ 404	2019	96,300	\$ 453	\$ 470
Kendall County Law Enforcement Center	\$ 392	2018	51,000	\$ 465	\$ 492
Bee County Law Enforcement Center	\$ 372	2019	52,300	\$ 415	\$ 433
Average Cost Per Square Feet				\$ 438	\$ 466

Project Budget Summary

City of Taylor Justice Center – Police Only (Municipal Court Future)

Police Department (22,097 SF)

The estimated project budgetary cost is **\$11,525,230** broken down into budget components as follows:

Estimated Construction Cost (2021) @ 451 <u>psf</u>	\$ 9,956,747
Furniture, Fixtures & Equipment	\$ 657,606
Owner Contingency	\$ 498,285
Professional Services	\$ 1,194,800
Test and Balance	\$ 81,840
<u>Geotech/Survey/Materials Testing</u>	\$ 135,300
Moving	\$ 33,000
Land Acquisition	\$ 1,000,000
Total Estimated Budgetary Project Cost	\$ 12,307,438

Project Budget Summary

City of Taylor New City Hall (17,000 SF)

The estimated project budgetary cost is **\$10,664,516** broken down into budget components as follows:

Estimated Construction Cost (2021)	\$ 8,369,766
Furniture, Fixtures & Equipment	\$ 669,580
Owner Contingency	\$ 418,500
Professional Services	\$ 1,004,370
Test and Balance	\$ 62,700
Geotech/Survey/Materials Testing	\$ 104,600
Moving	\$ 35,000
Land Acquisition (included with Justice Center)	\$ 0
Total Estimated Budgetary Project Cost	\$ 10,664,516

* Land Acquisition cost assumed as "0" since city hall will be an add-on to a main justice project

Project Budget Summary

City of Taylor Municipal Complex - New City Hall & Police (39,097 SF) (Municipal Court Future)

Police Department (22,097 SF)

City Hall (17,000 SF)

The estimated project budgetary cost is **\$19,389,949** broken down into budget components as follows:

Estimated Construction Cost (2021) @ 458.95psf	\$	17,925,210
Furniture, Fixtures & Equipment	\$	894,965
Owner Contingency	\$	745,800
Professional Services	\$	1,792,521
Test and Balance	\$	112,000
<u>Geotech</u> /Survey/Materials Testing	\$	184,500
Moving	\$	45,000
Land Acquisition (included with Justice Center)	\$	1,000,000
Total Estimated Budgetary Project Cost	\$	22,699,996

Project Budget Summary

City of Taylor Justice Center (33,120 SF)

Police Department (22,097 SF)

Municipal Court (11,023 SF)

The estimated project budgetary cost is **\$21,761,774** broken down into budget components as follows:

Estimated Construction Cost (2021)	\$ 16,306,274
Furniture, Fixtures & Equipment	\$ 1,304,500
Owner Contingency	\$ 815,300
Professional Services	\$ 1,956,700
Test and Balance	\$ 124,000
Geotech/Survey/Materials Testing	\$ 205,000
Moving	\$ 50,000
Land Acquisition	\$ 1,000,000

Total Estimated Budgetary Project Cost	\$ 21,761,774
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Project Budget Summary

City of Taylor Municipal Complex - New City Hall & Justice Center (50,120 SF)

Police Department (22,097 SF)

Municipal Court (11,023 SF)

City Hall (17,000 SF)

The estimated project budgetary cost is **\$24,781,198** broken down into budget components as follows:

Estimated Construction Cost (2021) @ 447.20 <u>psf</u>	\$	22,413,664
Furniture, Fixtures & Equipment	\$	1,157,485
Owner Contingency	\$	1,120,680
Professional Services	\$	2,129,300
Test and Balance	\$	146,320
<u>Geotech</u> /Survey/Materials Testing	\$	241,000
Moving	\$	59,000
Land Acquisition (included with Justice Center)	\$	1,000,000
Total Estimated Budgetary Project Cost	\$	28,267,449

Cost Comparison

Project Cost Vs. Construction Cost			
PROJECT SCENARIOS	Square Footage	Construction Cost	Project Cost
POLICE ONLY	22,097 SF	\$ 9,956,747	\$ 12,307,438
CITY HALL ONLY	17,000 SF	\$ 8,369,766	\$ 10,664,516
POLICE + CITY HALL	39,097 SF	\$ 17,925,210	\$ 21,803,735
POLICE + COURT	33,120 SF	\$ 16,306,274	\$ 21,761,774
POLICE + CITY HALL + COURT	50,120 SF	\$ 22,413,664	\$ 28,267,449



Thank You!
Questions?



City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 11
Agenda Title: **Receive Report on Debt Scenarios**

Council Action to be taken: Receive Presentation

Department Submitted: **Finance**

Staff Contact: Jeffrey Wood, Director of Finance

1. PURPOSE/DESCRIPTION

This agenda item is intended to provide Council with an understanding of the potential debt service tax rate impact of various debt scenarios. This information should help Council determine the scope of future capital improvement projects.

Jennifer Ritter of Specialized Public Finance Inc. will present the various debt scenarios to Council and will be available to answer any questions.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

During the development of the budget, staff informed Council that we desired to have a more holistic discussion about capital improvements, which would include a look at various debt scenarios to fund the improvements. This item will provide the financial cost for various amounts of debt issuance to provide Council and staff the financial framework in which to develop a Capital Improvement Plan.

3. STAFF ANALYSIS (How and Why)

Staff has worked with our financial advisor to develop various scenarios to show the projected tax rate the will be required to service different levels of debt. This is for informational purposes only to be used by Council when deciding the scope of future projects and the corresponding debt required to fund the projects.

4. RECOMMENDATION

This item is to provide Council with information to be used in future decisions, so no recommendation is made at this time.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

11a. [Debt Scenarios](#)

11b. [Debt Scenarios PowerPoint Presentation](#)

City of Taylor, Texas
Preliminary Debt Capacity Analysis
Tax Rate Analysis for No New Debt

FOR PURPOSES OF ILLUSTRATION

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	Est. I&S Tax Rate	Est. Total Tax Rate
2019	\$ 1,118,679,288		\$ 2,141,803	\$ 0.1920	
2020	\$1,202,126,925	7.46%	2,321,242	0.1977	0.8092
2021	1,274,254,540	6.00%	2,436,300	0.1941	0.8057
2022	1,350,709,812	6.00%	2,426,158	0.1824	0.7939
2023	1,431,752,401	6.00%	2,433,161	0.1725	0.7841
2024	1,474,704,973	3.00%	2,424,072	0.1669	0.7784
2025	1,518,946,122	3.00%	2,407,797	0.1609	
2026	1,564,514,506	3.00%	2,402,635	0.1559	
2027	1,572,337,079	0.50%	2,055,267	0.1327	
2028	1,580,198,764	0.50%	1,518,830	0.0976	
2029	1,588,099,758	0.50%	1,309,995	0.0837	
2030	1,596,040,257	0.50%	1,057,515	0.0673	
2031	1,604,020,458	0.50%	1,058,490	0.0670	
2032	1,612,040,560	0.50%	1,053,120	0.0663	
2033	1,620,100,763	0.50%	861,600	0.0540	
2034	1,628,201,267	0.50%	499,200	0.0311	
2035	1,636,342,273	0.50%	-	-	
2036	1,644,523,985	0.50%	-	-	
2037	1,652,746,604	0.50%	-	-	
2038	1,661,010,338	0.50%	-	-	
2039	1,669,315,389	0.50%	-	-	
2040	1,677,661,966	0.50%	-	-	
2041	1,686,050,276	0.50%	-	-	
2042	1,694,480,527	0.50%	-	-	
2043	1,702,952,930	0.50%	-	-	
2044	1,711,467,695	0.50%	-	-	
2045	1,711,467,695	0.50%	-	-	
			\$ 28,407,183		

Assumptions:

FY 2020 TAV provided by WCAD as of April 25, 2019.

Assumes market interest rates for AA- issue as of 10-2-19 plus 75 basis points.

Est. tax collections rate: 98.50%

Est. AV Growth through 2026 is estimate provided by City. Assumed at 0.50% thereafter for purposes of illustration.

Est Total Tax Rate assumes the M&O Rate is constant at the current rate

City of Taylor, Texas

Preliminary Debt Capacity Analysis

Tax Rate Analysis for a \$5 Million Issuance in 2021

FOR PURPOSES OF ILLUSTRATION

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$5,000,000 Series 2021			Total Tax Debt Service	Est. I&S Tax Rate	Est. Total Tax Rate
				Dated: 2/1/21 Principal	Interest	Rate: 3.21% Total			
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -	\$ 2,141,803	\$ 0.1920	
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-	2,321,242	0.1977	0.8092
2021	1,274,254,540	6.00%	2,436,300	-	77,781	77,781	2,514,081	0.2003	0.8119
2022	1,350,709,812	6.00%	2,426,158	45,000	155,563	200,563	2,626,720	0.1974	0.8090
2023	1,431,752,401	6.00%	2,433,161	50,000	154,550	204,550	2,637,711	0.1870	0.7986
2024	1,474,704,973	3.00%	2,424,072	50,000	153,400	203,400	2,627,472	0.1809	0.7924
2025	1,518,946,122	3.00%	2,407,797	100,000	152,225	252,225	2,660,022	0.1778	
2026	1,564,514,506	3.00%	2,402,635	100,000	149,825	249,825	2,652,460	0.1721	
2027	1,572,337,079	0.50%	2,055,267	100,000	147,375	247,375	2,302,642	0.1487	
2028	1,580,198,764	0.50%	1,518,830	100,000	144,875	244,875	1,763,705	0.1133	
2029	1,588,099,758	0.50%	1,309,995	200,000	142,275	342,275	1,652,270	0.1056	
2030	1,596,040,257	0.50%	1,057,515	200,000	136,775	336,775	1,394,290	0.0887	
2031	1,604,020,458	0.50%	1,058,490	200,000	131,275	331,275	1,389,765	0.0880	
2032	1,612,040,560	0.50%	1,053,120	200,000	125,475	325,475	1,378,595	0.0868	
2033	1,620,100,763	0.50%	861,600	200,000	119,675	319,675	1,181,275	0.0740	
2034	1,628,201,267	0.50%	499,200	200,000	113,675	313,675	812,875	0.0507	
2035	1,636,342,273	0.50%	-	250,000	107,675	357,675	357,675	0.0222	
2036	1,644,523,985	0.50%	-	260,000	100,050	360,050	360,050	0.0222	
2037	1,652,746,604	0.50%	-	265,000	92,120	357,120	357,120	0.0219	
2038	1,661,010,338	0.50%	-	275,000	83,773	358,773	358,773	0.0219	
2039	1,669,315,389	0.50%	-	285,000	75,110	360,110	360,110	0.0219	
2040	1,677,661,966	0.50%	-	295,000	65,848	360,848	360,848	0.0218	
2041	1,686,050,276	0.50%	-	305,000	56,113	361,113	361,113	0.0217	
2042	1,694,480,527	0.50%	-	315,000	45,895	360,895	360,895	0.0216	
2043	1,702,952,930	0.50%	-	325,000	35,185	360,185	360,185	0.0215	
2044	1,711,467,695	0.50%	-	335,000	23,973	358,973	358,973	0.0213	
2045	1,711,467,695	0.50%	-	345,000	12,248	357,248	357,248	0.0212	
\$ 28,407,183				\$ 5,000,000	\$ 2,602,731	\$ 7,602,731	\$ 36,009,915		

Assumptions:

FY 2020 TAV provided by WCAD as of April 25, 2019.

Assumes market interest rates for AA- issue as of 10-2-19 plus 75 basis points.

Est. tax collections rate: 98.50%

Est. AV Growth through 2026 is estimate provided by City. Assumed at 0.50% thereafter for purposes of conservatism.

Est Total Tax Rate assumes the M&O Rate is constant at the current rate

City of Taylor, Texas

Preliminary Debt Capacity Analysis

Tax Rate Analysis for a \$13 Million Issuance in 2021

FOR PURPOSES OF ILLUSTRATION

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$13,000,000 Series 2021			Total Tax Debt Service	Est. I&S Tax Rate	Est. Total Tax Rate
				Dated: 2/1/21 Principal	Interest	Rate: 3.29% Total			
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -	\$ 2,141,803	\$ 0.1920	
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-	2,321,242	0.1977	0.8092
2021	1,274,254,540	6.00%	2,436,300	-	210,474	210,474	2,646,774	0.2109	0.8224
2022	1,350,709,812	6.00%	2,426,158	-	420,948	420,948	2,847,105	0.2140	0.8255
2023	1,431,752,401	6.00%	2,433,161	10,000	420,948	430,948	2,864,108	0.2031	0.8146
2024	1,474,704,973	3.00%	2,424,072	10,000	420,718	430,718	2,854,789	0.1965	0.8081
2025	1,518,946,122	3.00%	2,407,797	100,000	420,483	520,483	2,928,280	0.1957	
2026	1,564,514,506	3.00%	2,402,635	100,000	418,083	518,083	2,920,718	0.1895	
2027	1,572,337,079	0.50%	2,055,267	100,000	415,633	515,633	2,570,899	0.1660	
2028	1,580,198,764	0.50%	1,518,830	100,000	413,133	513,133	2,031,963	0.1305	
2029	1,588,099,758	0.50%	1,309,995	200,000	410,533	610,533	1,920,528	0.1228	
2030	1,596,040,257	0.50%	1,057,515	200,000	405,033	605,033	1,662,548	0.1058	
2031	1,604,020,458	0.50%	1,058,490	200,000	399,533	599,533	1,658,023	0.1049	
2032	1,612,040,560	0.50%	1,053,120	200,000	393,733	593,733	1,646,853	0.1037	
2033	1,620,100,763	0.50%	861,600	200,000	387,933	587,933	1,449,533	0.0908	
2034	1,628,201,267	0.50%	499,200	360,000	381,933	741,933	1,241,133	0.0774	
2035	1,636,342,273	0.50%	-	870,000	371,133	1,241,133	1,241,133	0.0770	
2036	1,644,523,985	0.50%	-	895,000	344,598	1,239,598	1,239,598	0.0765	
2037	1,652,746,604	0.50%	-	920,000	317,300	1,237,300	1,237,300	0.0760	
2038	1,661,010,338	0.50%	-	950,000	288,320	1,238,320	1,238,320	0.0757	
2039	1,669,315,389	0.50%	-	980,000	258,395	1,238,395	1,238,395	0.0753	
2040	1,677,661,966	0.50%	-	1,010,000	226,545	1,236,545	1,236,545	0.0748	
2041	1,686,050,276	0.50%	-	1,045,000	193,215	1,238,215	1,238,215	0.0746	
2042	1,694,480,527	0.50%	-	1,080,000	158,208	1,238,208	1,238,208	0.0742	
2043	1,702,952,930	0.50%	-	1,120,000	121,488	1,241,488	1,241,488	0.0740	
2044	1,711,467,695	0.50%	-	1,155,000	82,848	1,237,848	1,237,848	0.0734	
2045	1,711,467,695	0.50%	-	1,195,000	42,423	1,237,423	1,237,423	0.0734	
			\$ 28,407,183	\$ 13,000,000	\$ 7,923,581	\$ 20,923,581	\$ 49,330,765		

Assumptions:

FY 2020 TAV provided by WCAD as of April 25, 2019.

Assumes market interest rates for AA- issue as of 10-2-19 plus 75 basis points.

Est. tax collections rate: 98.50%

Est. AV Growth through 2026 is estimate provided by City. Assumed at 0.50% thereafter for purposes of conservatism.

Est Total Tax Rate assumes the M&O Rate is constant at the current rate

City of Taylor, Texas

Preliminary Debt Capacity Analysis

Tax Rate Analysis for a \$18 Million Issuance in 2021

FOR PURPOSES OF ILLUSTRATION

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$18,000,000 Series 2021			Total Tax Debt Service	Est. I&S Tax Rate	Est. Total Tax Rate
				Dated: 2/1/21 Principal	Interest	Rate: 3.28% Total			
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -	\$ 2,141,803	\$ 0.1920	
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-	2,321,242	0.1977	0.8092
2021	1,274,254,540	6.00%	2,436,300	-	289,830	289,830	2,726,130	0.2172	0.8287
2022	1,350,709,812	6.00%	2,426,158	-	579,660	579,660	3,005,818	0.2259	0.8375
2023	1,431,752,401	6.00%	2,433,161	150,000	579,660	729,660	3,162,821	0.2243	0.8358
2024	1,474,704,973	3.00%	2,424,072	175,000	576,210	751,210	3,175,282	0.2186	0.8301
2025	1,518,946,122	3.00%	2,407,797	175,000	572,098	747,098	3,154,895	0.2109	
2026	1,564,514,506	3.00%	2,402,635	175,000	567,898	742,898	3,145,533	0.2041	
2027	1,572,337,079	0.50%	2,055,267	175,000	563,610	738,610	2,793,877	0.1804	
2028	1,580,198,764	0.50%	1,518,830	175,000	559,235	734,235	2,253,065	0.1448	
2029	1,588,099,758	0.50%	1,309,995	200,000	554,685	754,685	2,064,680	0.1320	
2030	1,596,040,257	0.50%	1,057,515	200,000	549,185	749,185	1,806,700	0.1149	
2031	1,604,020,458	0.50%	1,058,490	200,000	543,685	743,685	1,802,175	0.1141	
2032	1,612,040,560	0.50%	1,053,120	200,000	537,885	737,885	1,791,005	0.1128	
2033	1,620,100,763	0.50%	861,600	300,000	532,085	832,085	1,693,685	0.1061	
2034	1,628,201,267	0.50%	499,200	660,000	523,085	1,183,085	1,682,285	0.1049	
2035	1,636,342,273	0.50%	-	1,175,000	503,285	1,678,285	1,678,285	0.1041	
2036	1,644,523,985	0.50%	-	1,210,000	467,448	1,677,448	1,677,448	0.1036	
2037	1,652,746,604	0.50%	-	1,250,000	430,543	1,680,543	1,680,543	0.1032	
2038	1,661,010,338	0.50%	-	1,290,000	391,168	1,681,168	1,681,168	0.1028	
2039	1,669,315,389	0.50%	-	1,330,000	350,533	1,680,533	1,680,533	0.1022	
2040	1,677,661,966	0.50%	-	1,375,000	307,308	1,682,308	1,682,308	0.1018	
2041	1,686,050,276	0.50%	-	1,420,000	261,933	1,681,933	1,681,933	0.1013	
2042	1,694,480,527	0.50%	-	1,465,000	214,363	1,679,363	1,679,363	0.1006	
2043	1,702,952,930	0.50%	-	1,515,000	164,553	1,679,553	1,679,553	0.1001	
2044	1,711,467,695	0.50%	-	1,565,000	112,285	1,677,285	1,677,285	0.0995	
2045	1,711,467,695	0.50%	-	1,620,000	57,510	1,677,510	1,677,510	0.0995	
			\$ 28,407,183	\$ 18,000,000	\$ 10,789,735	\$ 28,789,735	\$ 57,196,918		

Assumptions:

FY 2020 TAV provided by WCAD as of April 25, 2019.

Assumes market interest rates for AA- issue as of 10-2-19 plus 75 basis points.

Est. tax collections rate: 98.50%

Est. AV Growth through 2026 is estimate provided by City. Assumed at 0.50% thereafter for purposes of conservatism.

Est Total Tax Rate assumes the M&O Rate is constant at the current rate

City of Taylor, Texas

Preliminary Debt Capacity Analysis

Tax Rate Analysis for a \$23 Million Issuance in 2021

FOR PURPOSES OF ILLUSTRATION

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$23,000,000 Series 2021			Total Tax Debt Service	Est. I&S Tax Rate	Est. Total Tax Rate
				Dated: 2/1/21 Principal	Interest	Rate: 3.28% Total			
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -	\$ 2,141,803	\$ 0.1920	
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-	2,321,242	0.1977	0.8092
2021	1,274,254,540	6.00%	2,436,300	-	369,938	369,938	2,806,237	0.2236	0.8351
2022	1,350,709,812	6.00%	2,426,158	-	739,875	739,875	3,166,033	0.2380	0.8495
2023	1,431,752,401	6.00%	2,433,161	175,000	739,875	914,875	3,348,036	0.2374	0.8490
2024	1,474,704,973	3.00%	2,424,072	175,000	735,850	910,850	3,334,922	0.2296	0.8411
2025	1,518,946,122	3.00%	2,407,797	175,000	731,738	906,738	3,314,535	0.2215	
2026	1,564,514,506	3.00%	2,402,635	200,000	727,538	927,538	3,330,173	0.2161	
2027	1,572,337,079	0.50%	2,055,267	200,000	722,638	922,638	2,977,904	0.1923	
2028	1,580,198,764	0.50%	1,518,830	250,000	717,638	967,638	2,486,468	0.1597	
2029	1,588,099,758	0.50%	1,309,995	250,000	711,138	961,138	2,271,133	0.1452	
2030	1,596,040,257	0.50%	1,057,515	340,000	704,263	1,044,263	2,101,778	0.1337	
2031	1,604,020,458	0.50%	1,058,490	345,000	694,913	1,039,913	2,098,403	0.1328	
2032	1,612,040,560	0.50%	1,053,120	360,000	684,908	1,044,908	2,098,028	0.1321	
2033	1,620,100,763	0.50%	861,600	565,000	674,468	1,239,468	2,101,068	0.1317	
2034	1,628,201,267	0.50%	499,200	945,000	657,518	1,602,518	2,101,718	0.1310	
2035	1,636,342,273	0.50%	-	1,470,000	629,168	2,099,168	2,099,168	0.1302	
2036	1,644,523,985	0.50%	-	1,515,000	584,333	2,099,333	2,099,333	0.1296	
2037	1,652,746,604	0.50%	-	1,560,000	538,125	2,098,125	2,098,125	0.1289	
2038	1,661,010,338	0.50%	-	1,610,000	488,985	2,098,985	2,098,985	0.1283	
2039	1,669,315,389	0.50%	-	1,660,000	438,270	2,098,270	2,098,270	0.1276	
2040	1,677,661,966	0.50%	-	1,715,000	384,320	2,099,320	2,099,320	0.1270	
2041	1,686,050,276	0.50%	-	1,775,000	327,725	2,102,725	2,102,725	0.1266	
2042	1,694,480,527	0.50%	-	1,830,000	268,263	2,098,263	2,098,263	0.1257	
2043	1,702,952,930	0.50%	-	1,895,000	206,043	2,101,043	2,101,043	0.1253	
2044	1,711,467,695	0.50%	-	1,960,000	140,665	2,100,665	2,100,665	0.1246	
2045	1,711,467,695	0.50%	-	2,030,000	72,065	2,102,065	2,102,065	0.1247	
			\$ 28,407,183	\$ 23,000,000	\$ 13,690,253	\$ 36,690,253	\$ 65,097,436		

Assumptions:

FY 2020 TAV provided by WCAD as of April 25, 2019.

Assumes market interest rates for AA- issue as of 10-2-19 plus 75 basis points.

Est. tax collections rate: 98.50%

Est. AV Growth through 2026 is estimate provided by City. Assumed at 0.50% thereafter for purposes of conservatism.

Est Total Tax Rate assumes the M&O Rate is constant at the current rate

City of Taylor, Texas

Preliminary Debt Capacity Analysis

Tax Rate Analysis for a \$29 Million Issuance in 2021

FOR PURPOSES OF ILLUSTRATION

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$29,000,000 Series 2021			Total Tax Debt Service	Est. I&S Tax Rate	Est. Total Tax Rate
				Dated: 2/1/21 Principal	Interest	Rate: 3.27% Total			
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -	\$ 2,141,803	\$ 0.1920	
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-	2,321,242	0.1977	0.8092
2021	1,274,254,540	6.00%	2,436,300	-	465,805	465,805	2,902,105	0.2312	0.8428
2022	1,350,709,812	6.00%	2,426,158	-	931,610	931,610	3,357,768	0.2524	0.8639
2023	1,431,752,401	6.00%	2,433,161	175,000	931,610	1,106,610	3,539,771	0.2510	0.8625
2024	1,474,704,973	3.00%	2,424,072	175,000	927,585	1,102,585	3,526,657	0.2428	0.8543
2025	1,518,946,122	3.00%	2,407,797	175,000	923,473	1,098,473	3,506,270	0.2344	
2026	1,564,514,506	3.00%	2,402,635	200,000	919,273	1,119,273	3,521,908	0.2285	
2027	1,572,337,079	0.50%	2,055,267	200,000	914,373	1,114,373	3,169,639	0.2047	
2028	1,580,198,764	0.50%	1,518,830	250,000	909,373	1,159,373	2,678,203	0.1721	
2029	1,588,099,758	0.50%	1,309,995	365,000	902,873	1,267,873	2,577,868	0.1648	
2030	1,596,040,257	0.50%	1,057,515	630,000	892,835	1,522,835	2,580,350	0.1641	
2031	1,604,020,458	0.50%	1,058,490	645,000	875,510	1,520,510	2,579,000	0.1632	
2032	1,612,040,560	0.50%	1,053,120	670,000	856,805	1,526,805	2,579,925	0.1625	
2033	1,620,100,763	0.50%	861,600	880,000	837,375	1,717,375	2,578,975	0.1616	
2034	1,628,201,267	0.50%	499,200	1,270,000	810,975	2,080,975	2,580,175	0.1609	
2035	1,636,342,273	0.50%	-	1,805,000	772,875	2,577,875	2,577,875	0.1599	
2036	1,644,523,985	0.50%	-	1,860,000	717,823	2,577,823	2,577,823	0.1591	
2037	1,652,746,604	0.50%	-	1,920,000	661,093	2,581,093	2,581,093	0.1585	
2038	1,661,010,338	0.50%	-	1,980,000	600,613	2,580,613	2,580,613	0.1577	
2039	1,669,315,389	0.50%	-	2,040,000	538,243	2,578,243	2,578,243	0.1568	
2040	1,677,661,966	0.50%	-	2,110,000	471,943	2,581,943	2,581,943	0.1562	
2041	1,686,050,276	0.50%	-	2,180,000	402,313	2,582,313	2,582,313	0.1555	
2042	1,694,480,527	0.50%	-	2,250,000	329,283	2,579,283	2,579,283	0.1545	
2043	1,702,952,930	0.50%	-	2,325,000	252,783	2,577,783	2,577,783	0.1537	
2044	1,711,467,695	0.50%	-	2,405,000	172,570	2,577,570	2,577,570	0.1529	
2045	1,711,467,695	0.50%	-	2,490,000	88,395	2,578,395	2,578,395	0.1529	
			\$ 28,407,183	\$ 29,000,000	\$ 17,107,403	\$ 46,107,403	\$ 74,514,586		

Assumptions:

FY 2020 TAV provided by WCAD as of April 25, 2019.

Assumes market interest rates for AA- issue as of 10-2-19 plus 75 basis points.

Est. tax collections rate: 98.50%

Est. AV Growth through 2026 is estimate provided by City. Assumed at 0.50% thereafter for purposes of conservatism.

Est Total Tax Rate assumes the M&O Rate is constant at the current rate

City of Taylor, Texas

Preliminary Debt Capacity Analysis

Tax Rate Analysis for a \$29 Million Two-Phase Issuance in 2020 & 2021

FOR PURPOSES OF ILL

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$15,000,000 Series 2020			\$14,000,000 Series 2022			Total Tax Debt Service	Est. I&S Tax Rate	Est. Total Tax Rate
				Dated: 12/1/20 Principal	Interest	Rate: 3.26% Total	Dated: 5/1/22 Principal	Interest	Rate: 3.68% Total			
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -			\$ -	\$ 2,141,803	\$ 0.1920	
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-			-	2,321,242	0.1977	0.8092
2021	1,274,254,540	6.00%	2,436,300	-	324,467	324,467			-	2,760,767	0.2200	0.8315
2022	1,350,709,812	6.00%	2,426,158	-	486,700	486,700		126,335	126,335	3,039,193	0.2284	0.8400
2023	1,431,752,401	6.00%	2,433,161	10,000	486,700	496,700		505,340	505,340	3,435,201	0.2436	0.8551
2024	1,474,704,973	3.00%	2,424,072	10,000	486,470	496,470	10,000	505,340	515,340	3,435,882	0.2365	0.8481
2025	1,518,946,122	3.00%	2,407,797	100,000	486,235	586,235	45,000	505,080	550,080	3,544,112	0.2369	
2026	1,564,514,506	3.00%	2,402,635	100,000	483,835	583,835	100,000	503,888	603,888	3,590,358	0.2330	
2027	1,572,337,079	0.50%	2,055,267	100,000	481,385	581,385	100,000	501,188	601,188	3,237,839	0.2091	
2028	1,580,198,764	0.50%	1,518,830	100,000	478,885	578,885	100,000	498,438	598,438	2,696,153	0.1732	
2029	1,588,099,758	0.50%	1,309,995	200,000	476,285	676,285	200,000	495,588	695,588	2,681,868	0.1714	
2030	1,596,040,257	0.50%	1,057,515	200,000	470,785	670,785	215,000	489,588	704,588	2,432,888	0.1548	
2031	1,604,020,458	0.50%	1,058,490	200,000	465,285	665,285	225,000	483,138	708,138	2,431,913	0.1539	
2032	1,612,040,560	0.50%	1,053,120	200,000	459,485	659,485	240,000	476,050	716,050	2,428,655	0.1530	
2033	1,620,100,763	0.50%	861,600	200,000	453,685	653,685	445,000	468,490	913,490	2,428,775	0.1522	
2034	1,628,201,267	0.50%	499,200	495,000	447,685	942,685	535,000	454,028	989,028	2,430,913	0.1516	
2035	1,636,342,273	0.50%	-	1,010,000	432,835	1,442,835	550,000	436,640	986,640	2,429,475	0.1507	
2036	1,644,523,985	0.50%	-	1,040,000	402,030	1,442,030	570,000	418,490	988,490	2,430,520	0.1500	
2037	1,652,746,604	0.50%	-	1,075,000	370,310	1,445,310	585,000	399,680	984,680	2,429,990	0.1493	
2038	1,661,010,338	0.50%	-	1,110,000	336,448	1,446,448	605,000	379,790	984,790	2,431,238	0.1486	
2039	1,669,315,389	0.50%	-	1,145,000	301,483	1,446,483	625,000	359,220	984,220	2,430,703	0.1478	
2040	1,677,661,966	0.50%	-	1,180,000	264,270	1,444,270	650,000	337,345	987,345	2,431,615	0.1471	
2041	1,686,050,276	0.50%	-	1,220,000	225,330	1,445,330	670,000	314,270	984,270	2,429,600	0.1463	
2042	1,694,480,527	0.50%	-	1,260,000	184,460	1,444,460	695,000	290,150	985,150	2,429,610	0.1456	
2043	1,702,952,930	0.50%	-	1,305,000	141,620	1,446,620	720,000	264,783	984,783	2,431,403	0.1449	
2044	1,711,467,695	0.50%	-	1,345,000	96,598	1,441,598	750,000	238,143	988,143	2,429,740	0.1441	
2045	1,711,467,695	0.50%	-	1,395,000	49,523	1,444,523	775,000	210,018	985,018	2,429,540	0.1441	
2046	1,720,025,033	0.50%	-	-	-	-	2,250,000	180,180	2,430,180	2,430,180	0.1434	
2047	1,728,625,158	0.50%	-	-	-	-	2,340,000	92,430	2,432,430	2,432,430	0.1429	
\$ 28,407,183				\$ 15,000,000	\$ 9,292,792	\$ 24,292,792	\$ 14,000,000	\$ 9,933,625	\$ 23,933,625	\$ 71,770,990		

Assumptions:

FY 2020 TAV provided by WCAD as of April 25, 2019.

Assumes market interest rates for AA- issue as of 10-2-19 plus 75 basis points.

Est. tax collections rate: 98.50%

Est. AV Growth through 2026 is estimate provided by City. Assumed at 0.50% thereafter for purposes of conservatism.

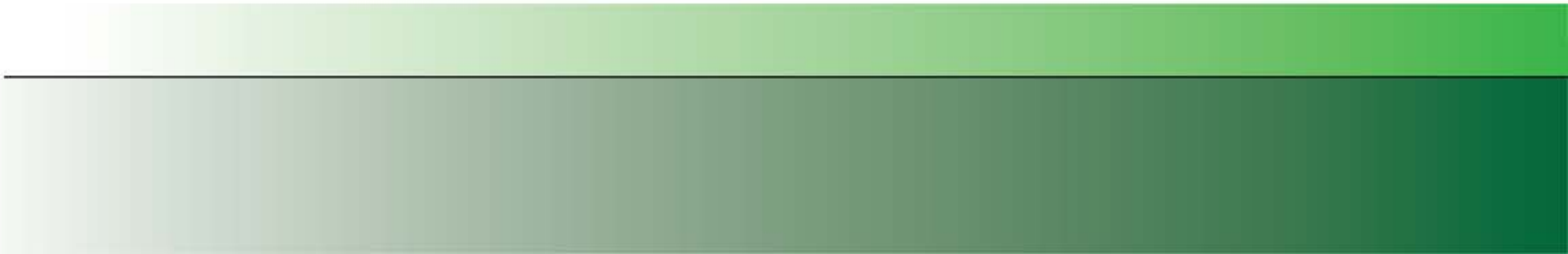
Est Total Tax Rate assumes the M&O Rate is constant at the current rate



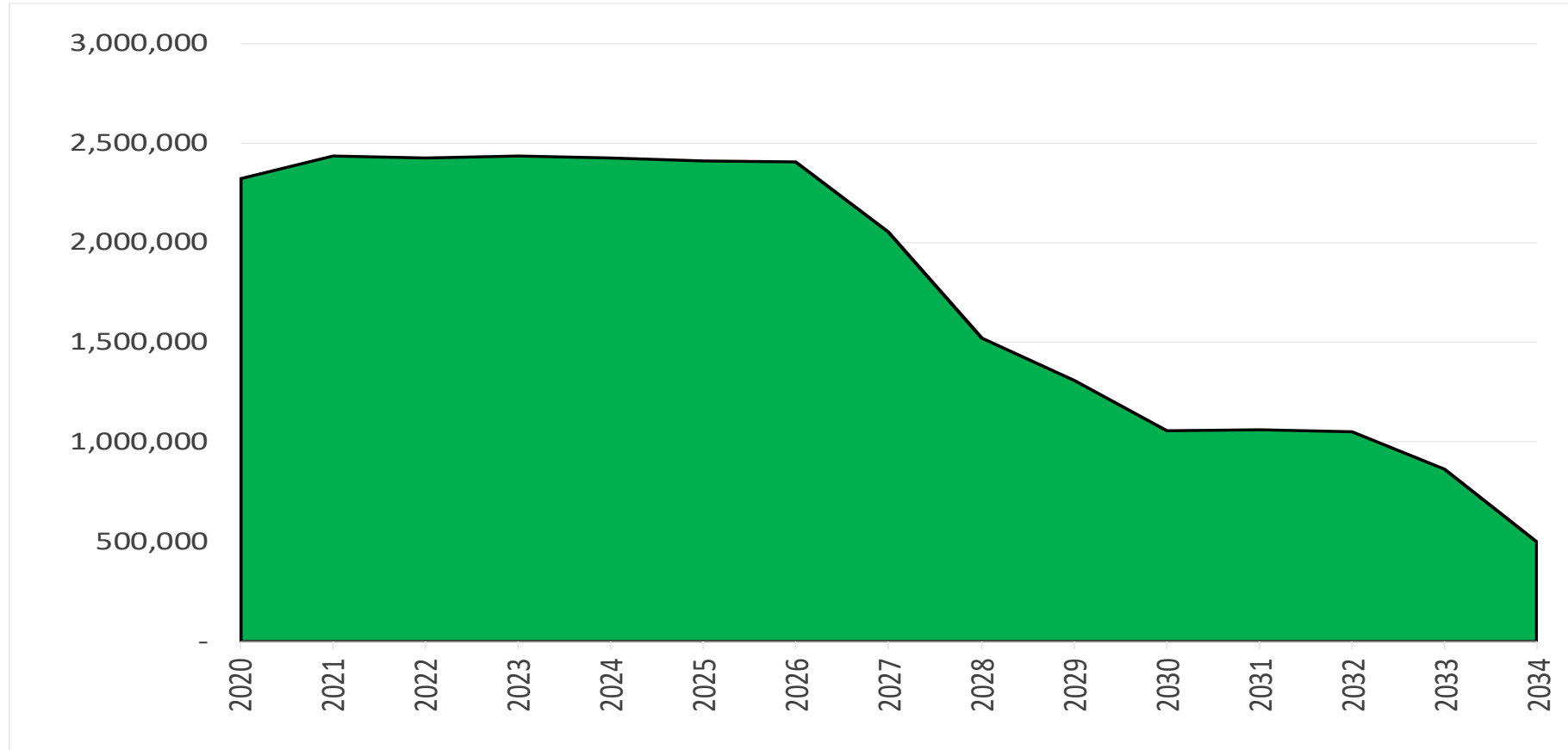
Debt Capacity Analysis

October 24, 2019

Taylor Outstanding Debt

- The City has prior outstanding bonds split between multiple purposes: tax-supported, water & sewer, airport, TIRZ, etc.
 - The Interest & Sinking Fund tax rate (I&S) supports the bonds that are repaid from taxes
 - The annual tax-supported bond payment in FY 2020 is \$2,321,242
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Taylor Tax-Supported Debt

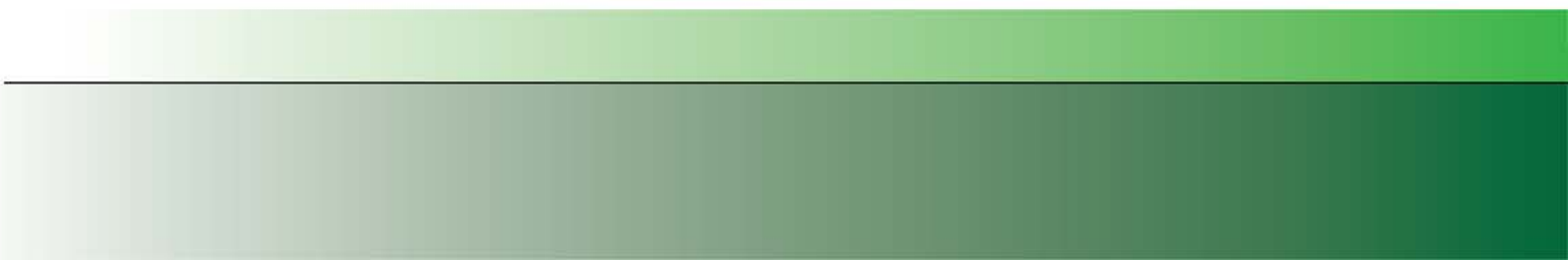


Anticipated Tax Rate With No New Debt

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	Est. I&S Tax Rate	Est. Total Tax Rate
2019	\$ 1,118,679,288		\$ 2,141,803	\$ 0.1920	
2020	\$1,202,126,925	7.46%	2,321,242	0.1977	0.8092
2021	1,274,254,540	6.00%	2,436,300	0.1941	0.8057
2022	1,350,709,812	6.00%	2,426,158	0.1824	0.7939
2023	1,431,752,401	6.00%	2,433,161	0.1725	0.7841
2024	1,474,704,973	3.00%	2,424,072	0.1669	0.7784
2025	1,518,946,122	3.00%	2,407,797	0.1609	
2026	1,564,514,506	3.00%	2,402,635	0.1559	
2027	1,572,337,079	0.50%	2,055,267	0.1327	
2028	1,580,198,764	0.50%	1,518,830	0.0976	
2029	1,588,099,758	0.50%	1,309,995	0.0837	
2030	1,596,040,257	0.50%	1,057,515	0.0673	
2031	1,604,020,458	0.50%	1,058,490	0.0670	
2032	1,612,040,560	0.50%	1,053,120	0.0663	
2033	1,620,100,763	0.50%	861,600	0.0540	
2034	1,628,201,267	0.50%	499,200	0.0311	
2035	1,636,342,273	0.50%	-	-	
2036	1,644,523,985	0.50%	-	-	
2037	1,652,746,604	0.50%	-	-	
2038	1,661,010,338	0.50%	-	-	
2039	1,669,315,389	0.50%	-	-	
2040	1,677,661,966	0.50%	-	-	
2041	1,686,050,276	0.50%	-	-	
2042	1,694,480,527	0.50%	-	-	
2043	1,702,952,930	0.50%	-	-	
2044	1,711,467,695	0.50%	-	-	
2045	1,711,467,695	0.50%	-	-	
			\$ 28,407,183		

*Scenario assumes M&O Tax Rate remains constant

New Bond Issuance

- The I&S tax rate will hold fairly steady next year (FY 2021) with no new bond issues in FY 2020. But if there is no debt issue in 2021, the tax rate will be forced to drop in FY 2022.
 - This is based on a fairly conservative assumption of 3-6% growth in tax base.
 - Greater growth could cause tax rate to drop sooner.
- 
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Bond Capacity in 2021 with no tax increase

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$5,000,000 Series 2021			Total Tax Debt Service	Est. I&S	Est. Total	Change
				Dated: 2/1/21 Principal	Interest	Rate: 3.21% Total		Tax Rate	Tax Rate	
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -	\$ 2,141,803	\$ 0.1920		
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-	2,321,242	0.1977	0.8092	
2021	1,274,254,540	6.00%	2,436,300	-	77,781	77,781	2,514,081	0.2003	0.8119	0.0026
2022	1,350,709,812	6.00%	2,426,158	45,000	155,563	200,563	2,626,720	0.1974	0.8090	(0.0029)
2023	1,431,752,401	6.00%	2,433,161	50,000	154,550	204,550	2,637,711	0.1870	0.7986	
2024	1,474,704,973	3.00%	2,424,072	50,000	153,400	203,400	2,627,472	0.1809	0.7924	
2025	1,518,946,122	3.00%	2,407,797	100,000	152,225	252,225	2,660,022	0.1778		
2026	1,564,514,506	3.00%	2,402,635	100,000	149,825	249,825	2,652,460	0.1721		
2027	1,572,337,079	0.50%	2,055,267	100,000	147,375	247,375	2,302,642	0.1487		
2028	1,580,198,764	0.50%	1,518,830	100,000	144,875	244,875	1,763,705	0.1133		
2029	1,588,099,758	0.50%	1,309,995	200,000	142,275	342,275	1,652,270	0.1056		
2030	1,596,040,257	0.50%	1,057,515	200,000	136,775	336,775	1,394,290	0.0887		
2031	1,604,020,458	0.50%	1,058,490	200,000	131,275	331,275	1,389,765	0.0880		
2032	1,612,040,560	0.50%	1,053,120	200,000	125,475	325,475	1,378,595	0.0868		
2033	1,620,100,763	0.50%	861,600	200,000	119,675	319,675	1,181,275	0.0740		
2034	1,628,201,267	0.50%	499,200	200,000	113,675	313,675	812,875	0.0507		
2035	1,636,342,273	0.50%	-	250,000	107,675	357,675	357,675	0.0222		
2036	1,644,523,985	0.50%	-	260,000	100,050	360,050	360,050	0.0222		
2037	1,652,746,604	0.50%	-	265,000	92,120	357,120	357,120	0.0219		
2038	1,661,010,338	0.50%	-	275,000	83,773	358,773	358,773	0.0219		
2039	1,669,315,389	0.50%	-	285,000	75,110	360,110	360,110	0.0219		
2040	1,677,661,966	0.50%	-	295,000	65,848	360,848	360,848	0.0218		
2041	1,686,050,276	0.50%	-	305,000	56,113	361,113	361,113	0.0217		
2042	1,694,480,527	0.50%	-	315,000	45,895	360,895	360,895	0.0216		
2043	1,702,952,930	0.50%	-	325,000	35,185	360,185	360,185	0.0215		
2044	1,711,467,695	0.50%	-	335,000	23,973	358,973	358,973	0.0213		
2045	1,711,467,695	0.50%	-	345,000	12,248	357,248	357,248	0.0212		
			\$ 28,407,183	\$ 5,000,000	\$ 2,602,731	\$ 7,602,731	\$ 36,009,915	\$ (0.0002)		

*Scenario assumes M&O Tax Rate remains constant

Anticipated Tax Rate with \$13 Million Bond in 2021

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$13,000,000 Series 2021			Total Tax Debt Service	Est. I&S Tax Rate	Est. Total Tax Rate	Change
				Dated: 2/1/21 Principal	Rate: 3.29% Interest	Total				
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -	\$ 2,141,803	\$ 0.1920		
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-	2,321,242	0.1977	0.8092	
2021	1,274,254,540	6.00%	2,436,300	-	210,474	210,474	2,646,774	0.2109	0.8224	0.0132
2022	1,350,709,812	6.00%	2,426,158	-	420,948	420,948	2,847,105	0.2140	0.8255	0.0031
2023	1,431,752,401	6.00%	2,433,161	10,000	420,948	430,948	2,864,108	0.2031	0.8146	
2024	1,474,704,973	3.00%	2,424,072	10,000	420,718	430,718	2,854,789	0.1965	0.8081	
2025	1,518,946,122	3.00%	2,407,797	100,000	420,483	520,483	2,928,280	0.1957		
2026	1,564,514,506	3.00%	2,402,635	100,000	418,083	518,083	2,920,718	0.1895		
2027	1,572,337,079	0.50%	2,055,267	100,000	415,633	515,633	2,570,899	0.1660		
2028	1,580,198,764	0.50%	1,518,830	100,000	413,133	513,133	2,031,963	0.1305		
2029	1,588,099,758	0.50%	1,309,995	200,000	410,533	610,533	1,920,528	0.1228		
2030	1,596,040,257	0.50%	1,057,515	200,000	405,033	605,033	1,662,548	0.1058		
2031	1,604,020,458	0.50%	1,058,490	200,000	399,533	599,533	1,658,023	0.1049		
2032	1,612,040,560	0.50%	1,053,120	200,000	393,733	593,733	1,646,853	0.1037		
2033	1,620,100,763	0.50%	861,600	200,000	387,933	587,933	1,449,533	0.0908		
2034	1,628,201,267	0.50%	499,200	360,000	381,933	741,933	1,241,133	0.0774		
2035	1,636,342,273	0.50%	-	870,000	371,133	1,241,133	1,241,133	0.0770		
2036	1,644,523,985	0.50%	-	895,000	344,598	1,239,598	1,239,598	0.0765		
2037	1,652,746,604	0.50%	-	920,000	317,300	1,237,300	1,237,300	0.0760		
2038	1,661,010,338	0.50%	-	950,000	288,320	1,238,320	1,238,320	0.0757		
2039	1,669,315,389	0.50%	-	980,000	258,395	1,238,395	1,238,395	0.0753		
2040	1,677,661,966	0.50%	-	1,010,000	226,545	1,236,545	1,236,545	0.0748		
2041	1,686,050,276	0.50%	-	1,045,000	193,215	1,238,215	1,238,215	0.0746		
2042	1,694,480,527	0.50%	-	1,080,000	158,208	1,238,208	1,238,208	0.0742		
2043	1,702,952,930	0.50%	-	1,120,000	121,488	1,241,488	1,241,488	0.0740		
2044	1,711,467,695	0.50%	-	1,155,000	82,848	1,237,848	1,237,848	0.0734		
2045	1,711,467,695	0.50%	-	1,195,000	42,423	1,237,423	1,237,423	0.0734		
\$ 28,407,183				\$ 13,000,000	\$ 7,923,581	\$ 20,923,581	\$ 49,330,765			\$ 0.0163

*Scenario assumes M&O Tax Rate remains constant

Anticipated Tax Rate with \$18 Million Bond in 2021

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$18,000,000 Series 2021			Total Tax Debt Service	Est. I&S Tax Rate	Est. Total Tax Rate	Change
				Dated: 2/1/21 Principal	Interest	Rate: 3.28% Total				
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -	\$ 2,141,803	\$ 0.1920		
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-	2,321,242	0.1977	0.8092	
2021	1,274,254,540	6.00%	2,436,300	-	289,830	289,830	2,726,130	0.2172	0.8287	0.0195
2022	1,350,709,812	6.00%	2,426,158	-	579,660	579,660	3,005,818	0.2259	0.8375	0.0087
2023	1,431,752,401	6.00%	2,433,161	150,000	579,660	729,660	3,162,821	0.2243	0.8358	
2024	1,474,704,973	3.00%	2,424,072	175,000	576,210	751,210	3,175,282	0.2186	0.8301	
2025	1,518,946,122	3.00%	2,407,797	175,000	572,098	747,098	3,154,895	0.2109		
2026	1,564,514,506	3.00%	2,402,635	175,000	567,898	742,898	3,145,533	0.2041		
2027	1,572,337,079	0.50%	2,055,267	175,000	563,610	738,610	2,793,877	0.1804		
2028	1,580,198,764	0.50%	1,518,830	175,000	559,235	734,235	2,253,065	0.1448		
2029	1,588,099,758	0.50%	1,309,995	200,000	554,685	754,685	2,064,680	0.1320		
2030	1,596,040,257	0.50%	1,057,515	200,000	549,185	749,185	1,806,700	0.1149		
2031	1,604,020,458	0.50%	1,058,490	200,000	543,685	743,685	1,802,175	0.1141		
2032	1,612,040,560	0.50%	1,053,120	200,000	537,885	737,885	1,791,005	0.1128		
2033	1,620,100,763	0.50%	861,600	300,000	532,085	832,085	1,693,685	0.1061		
2034	1,628,201,267	0.50%	499,200	660,000	523,085	1,183,085	1,682,285	0.1049		
2035	1,636,342,273	0.50%	-	1,175,000	503,285	1,678,285	1,678,285	0.1041		
2036	1,644,523,985	0.50%	-	1,210,000	467,448	1,677,448	1,677,448	0.1036		
2037	1,652,746,604	0.50%	-	1,250,000	430,543	1,680,543	1,680,543	0.1032		
2038	1,661,010,338	0.50%	-	1,290,000	391,168	1,681,168	1,681,168	0.1028		
2039	1,669,315,389	0.50%	-	1,330,000	350,533	1,680,533	1,680,533	0.1022		
2040	1,677,661,966	0.50%	-	1,375,000	307,308	1,682,308	1,682,308	0.1018		
2041	1,686,050,276	0.50%	-	1,420,000	261,933	1,681,933	1,681,933	0.1013		
2042	1,694,480,527	0.50%	-	1,465,000	214,363	1,679,363	1,679,363	0.1006		
2043	1,702,952,930	0.50%	-	1,515,000	164,553	1,679,553	1,679,553	0.1001		
2044	1,711,467,695	0.50%	-	1,565,000	112,285	1,677,285	1,677,285	0.0995		
2045	1,711,467,695	0.50%	-	1,620,000	57,510	1,677,510	1,677,510	0.0995		
\$ 28,407,183				\$ 18,000,000	\$ 10,789,735	\$ 28,789,735	\$ 57,196,918			\$ 0.0283

*Scenario assumes M&O Tax Rate remains constant

Anticipated Tax Rate with \$23 Million Bond in 2021

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$23,000,000 Series 2021			Total Tax Debt Service	Est. I&S Tax Rate	Est. Total Tax Rate	Change
				Dated: 2/1/21 Principal	Interest	Rate: 3.28% Total				
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -	\$ 2,141,803	\$ 0.1920		
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-	2,321,242	0.1977	0.8092	
2021	1,274,254,540	6.00%	2,436,300	-	369,938	369,938	2,806,237	0.2236	0.8351	0.0259
2022	1,350,709,812	6.00%	2,426,158	-	739,875	739,875	3,166,033	0.2380	0.8495	0.0144
2023	1,431,752,401	6.00%	2,433,161	175,000	739,875	914,875	3,348,036	0.2374	0.8490	
2024	1,474,704,973	3.00%	2,424,072	175,000	735,850	910,850	3,334,922	0.2296	0.8411	
2025	1,518,946,122	3.00%	2,407,797	175,000	731,738	906,738	3,314,535	0.2215		
2026	1,564,514,506	3.00%	2,402,635	200,000	727,538	927,538	3,330,173	0.2161		
2027	1,572,337,079	0.50%	2,055,267	200,000	722,638	922,638	2,977,904	0.1923		
2028	1,580,198,764	0.50%	1,518,830	250,000	717,638	967,638	2,486,468	0.1597		
2029	1,588,099,758	0.50%	1,309,995	250,000	711,138	961,138	2,271,133	0.1452		
2030	1,596,040,257	0.50%	1,057,515	340,000	704,263	1,044,263	2,101,778	0.1337		
2031	1,604,020,458	0.50%	1,058,490	345,000	694,913	1,039,913	2,098,403	0.1328		
2032	1,612,040,560	0.50%	1,053,120	360,000	684,908	1,044,908	2,098,028	0.1321		
2033	1,620,100,763	0.50%	861,600	565,000	674,468	1,239,468	2,101,068	0.1317		
2034	1,628,201,267	0.50%	499,200	945,000	657,518	1,602,518	2,101,718	0.1310		
2035	1,636,342,273	0.50%	-	1,470,000	629,168	2,099,168	2,099,168	0.1302		
2036	1,644,523,985	0.50%	-	1,515,000	584,333	2,099,333	2,099,333	0.1296		
2037	1,652,746,604	0.50%	-	1,560,000	538,125	2,098,125	2,098,125	0.1289		
2038	1,661,010,338	0.50%	-	1,610,000	488,985	2,098,985	2,098,985	0.1283		
2039	1,669,315,389	0.50%	-	1,660,000	438,270	2,098,270	2,098,270	0.1276		
2040	1,677,661,966	0.50%	-	1,715,000	384,320	2,099,320	2,099,320	0.1270		
2041	1,686,050,276	0.50%	-	1,775,000	327,725	2,102,725	2,102,725	0.1266		
2042	1,694,480,527	0.50%	-	1,830,000	268,263	2,098,263	2,098,263	0.1257		
2043	1,702,952,930	0.50%	-	1,895,000	206,043	2,101,043	2,101,043	0.1253		
2044	1,711,467,695	0.50%	-	1,960,000	140,665	2,100,665	2,100,665	0.1246		
2045	1,711,467,695	0.50%	-	2,030,000	72,065	2,102,065	2,102,065	0.1247		
			\$ 28,407,183	\$ 23,000,000	\$ 13,690,253	\$ 36,690,253	\$ 65,097,436			\$ 0.0403

*Scenario assumes M&O Tax Rate remains constant

Anticipated Tax Rate with \$29 Million Bond in 2021

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$29,000,000 Series 2021			Total Tax Debt Service	Est. I&S Tax Rate	Est. Total Tax Rate	Change
				Dated: 2/1/21 Principal	Interest	Rate: 3.27% Total				
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -	\$ 2,141,803	\$ 0.1920		
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-	2,321,242	0.1977	0.8092	
2021	1,274,254,540	6.00%	2,436,300	-	465,805	465,805	2,902,105	0.2312	0.8428	0.0336
2022	1,350,709,812	6.00%	2,426,158	-	931,610	931,610	3,357,768	0.2524	0.8639	0.0212
2023	1,431,752,401	6.00%	2,433,161	175,000	931,610	1,106,610	3,539,771	0.2510	0.8625	
2024	1,474,704,973	3.00%	2,424,072	175,000	927,585	1,102,585	3,526,657	0.2428	0.8543	
2025	1,518,946,122	3.00%	2,407,797	175,000	923,473	1,098,473	3,506,270	0.2344		
2026	1,564,514,506	3.00%	2,402,635	200,000	919,273	1,119,273	3,521,908	0.2285		
2027	1,572,337,079	0.50%	2,055,267	200,000	914,373	1,114,373	3,169,639	0.2047		
2028	1,580,198,764	0.50%	1,518,830	250,000	909,373	1,159,373	2,678,203	0.1721		
2029	1,588,099,758	0.50%	1,309,995	365,000	902,873	1,267,873	2,577,868	0.1648		
2030	1,596,040,257	0.50%	1,057,515	630,000	892,835	1,522,835	2,580,350	0.1641		
2031	1,604,020,458	0.50%	1,058,490	645,000	875,510	1,520,510	2,579,000	0.1632		
2032	1,612,040,560	0.50%	1,053,120	670,000	856,805	1,526,805	2,579,925	0.1625		
2033	1,620,100,763	0.50%	861,600	880,000	837,375	1,717,375	2,578,975	0.1616		
2034	1,628,201,267	0.50%	499,200	1,270,000	810,975	2,080,975	2,580,175	0.1609		
2035	1,636,342,273	0.50%	-	1,805,000	772,875	2,577,875	2,577,875	0.1599		
2036	1,644,523,985	0.50%	-	1,860,000	717,823	2,577,823	2,577,823	0.1591		
2037	1,652,746,604	0.50%	-	1,920,000	661,093	2,581,093	2,581,093	0.1585		
2038	1,661,010,338	0.50%	-	1,980,000	600,613	2,580,613	2,580,613	0.1577		
2039	1,669,315,389	0.50%	-	2,040,000	538,243	2,578,243	2,578,243	0.1568		
2040	1,677,661,966	0.50%	-	2,110,000	471,943	2,581,943	2,581,943	0.1562		
2041	1,686,050,276	0.50%	-	2,180,000	402,313	2,582,313	2,582,313	0.1555		
2042	1,694,480,527	0.50%	-	2,250,000	329,283	2,579,283	2,579,283	0.1545		
2043	1,702,952,930	0.50%	-	2,325,000	252,783	2,577,783	2,577,783	0.1537		
2044	1,711,467,695	0.50%	-	2,405,000	172,570	2,577,570	2,577,570	0.1529		
2045	1,711,467,695	0.50%	-	2,490,000	88,395	2,578,395	2,578,395	0.1529		
			\$ 28,407,183	\$ 29,000,000	\$ 17,107,403	\$ 46,107,403	\$ 74,514,586			\$ 0.0547

*Scenario assumes M&O Tax Rate remains constant

Anticipated Tax Rate with 2-Phase \$29 Million Bond

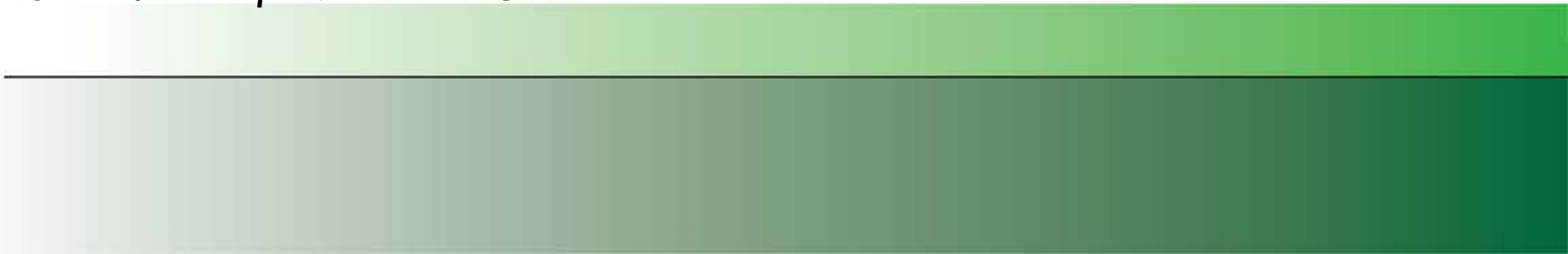
FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax Debt	\$15,000,000 Series 2020			\$14,000,000 Series 2022			Total Tax Debt Service	Est. I&S	Est. Total	Change
				Dated: 12/1/20 Principal	Interest	Rate: 3.26% Total	Dated: 5/1/22 Principal	Interest	Rate: 3.68% Total		Tax Rate	Tax Rate	
2019	\$ 1,118,679,288		\$ 2,141,803	\$ -	\$ -	\$ -			\$ -	\$ 2,141,803	\$ 0.1920		
2020	\$1,202,126,925	7.46%	2,321,242	-	-	-			-	2,321,242	0.1977	0.8092	
2021	1,274,254,540	6.00%	2,436,300	-	324,467	324,467			-	2,760,767	0.2200	0.8315	0.0223
2022	1,350,709,812	6.00%	2,426,158	-	486,700	486,700		126,335	126,335	3,039,193	0.2284	0.8400	0.0085
2023	1,431,752,401	6.00%	2,433,161	10,000	486,700	496,700		505,340	505,340	3,435,201	0.2436	0.8551	0.0151
2024	1,474,704,973	3.00%	2,424,072	10,000	486,470	496,470	10,000	505,340	515,340	3,435,882	0.2365	0.8481	
2025	1,518,946,122	3.00%	2,407,797	100,000	486,235	586,235	45,000	505,080	550,080	3,544,112	0.2369		
2026	1,564,514,506	3.00%	2,402,635	100,000	483,835	583,835	100,000	503,888	603,888	3,590,358	0.2330		
2027	1,572,337,079	0.50%	2,055,267	100,000	481,385	581,385	100,000	501,188	601,188	3,237,839	0.2091		
2028	1,580,198,764	0.50%	1,518,830	100,000	478,885	578,885	100,000	498,438	598,438	2,696,153	0.1732		
2029	1,588,099,758	0.50%	1,309,995	200,000	476,285	676,285	200,000	495,588	695,588	2,681,868	0.1714		
2030	1,596,040,257	0.50%	1,057,515	200,000	470,785	670,785	215,000	489,588	704,588	2,432,888	0.1548		
2031	1,604,020,458	0.50%	1,058,490	200,000	465,285	665,285	225,000	483,138	708,138	2,431,913	0.1539		
2032	1,612,040,560	0.50%	1,053,120	200,000	459,485	659,485	240,000	476,050	716,050	2,428,655	0.1530		
2033	1,620,100,763	0.50%	861,600	200,000	453,685	653,685	445,000	468,490	913,490	2,428,775	0.1522		
2034	1,628,201,267	0.50%	499,200	495,000	447,685	942,685	535,000	454,028	989,028	2,430,913	0.1516		
2035	1,636,342,273	0.50%	-	1,010,000	432,835	1,442,835	550,000	436,640	986,640	2,429,475	0.1507		
2036	1,644,523,985	0.50%	-	1,040,000	402,030	1,442,030	570,000	418,490	988,490	2,430,520	0.1500		
2037	1,652,746,604	0.50%	-	1,075,000	370,310	1,445,310	585,000	399,680	984,680	2,429,990	0.1493		
2038	1,661,010,338	0.50%	-	1,110,000	336,448	1,446,448	605,000	379,790	984,790	2,431,238	0.1486		
2039	1,669,315,389	0.50%	-	1,145,000	301,483	1,446,483	625,000	359,220	984,220	2,430,703	0.1478		
2040	1,677,661,966	0.50%	-	1,180,000	264,270	1,444,270	650,000	337,345	987,345	2,431,615	0.1471		
2041	1,686,050,276	0.50%	-	1,220,000	225,330	1,445,330	670,000	314,270	984,270	2,429,600	0.1463		
2042	1,694,480,527	0.50%	-	1,260,000	184,460	1,444,460	695,000	290,150	985,150	2,429,610	0.1456		
2043	1,702,952,930	0.50%	-	1,305,000	141,620	1,446,620	720,000	264,783	984,783	2,431,403	0.1449		
2044	1,711,467,695	0.50%	-	1,345,000	96,598	1,441,598	750,000	238,143	988,143	2,429,740	0.1441		
2045	1,711,467,695	0.50%	-	1,395,000	49,523	1,444,523	775,000	210,018	985,018	2,429,540	0.1441		
2046	1,720,025,033	0.50%	-	-	-	-	2,250,000	180,180	2,430,180	2,430,180	0.1434		
2047	1,728,625,158	0.50%	-	-	-	-	2,340,000	92,430	2,432,430	2,432,430	0.1429		
\$ 28,407,183				\$ 15,000,000	\$ 9,292,792	\$ 24,292,792	\$ 14,000,000	\$ 9,933,625	\$ 23,933,625	\$ 71,770,990			\$ 0.0459

*Scenario assumes M&O Tax Rate remains constant

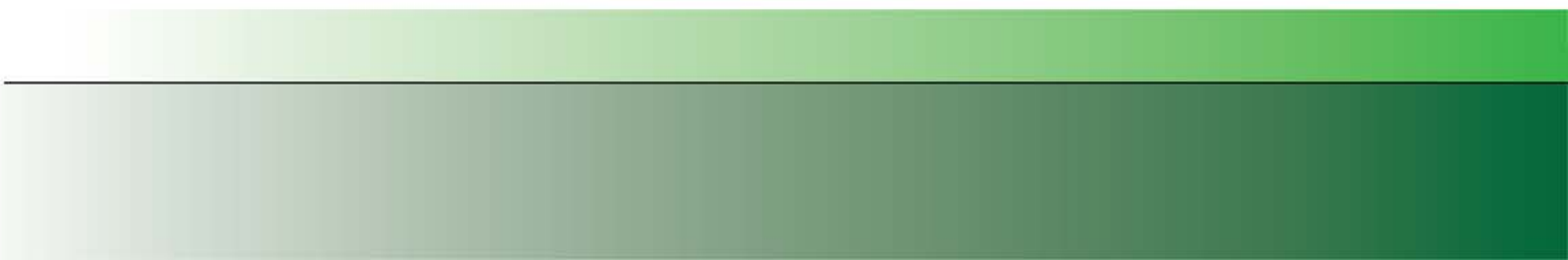
Capacity Summary

- Based on assumptions (6% AV growth 3 years, then 3% for 3 years, then 0.50% thereafter and current market interest rates plus 0.75%), if City doesn't issue bond in 2021, I&S rate will **drop** by 1.25 cents in FY 2022

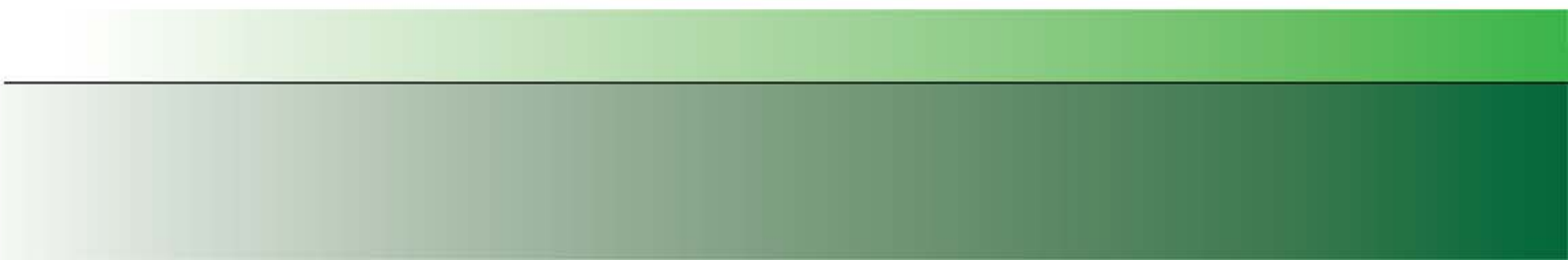
Capacity Summary

- \$13 Million 2021 bonds = 1.6 cent I&S increase
 - \$18 Million 2021 bonds = 2.8 cent I&S increase
 - \$23 Million 2021 bonds = 4.0 cent I&S increase
 - \$29 Million 2021 bonds = 5.5 cent I&S increase
 - \$29 Million 2020 & 2022 bonds = 4.6 cent I&S increase
-
- First 1¢ = ~\$10 million
 - Additional 1¢ = ~\$4.2 million
- 

Capacity Summary

- Based on conservative assumptions in growth rate
 - Based on issuing all at once – phased is “cheaper”
 - Tax rate begins to drop immediately after increase
 - Assumes M&O Tax Rate remains constant
- 
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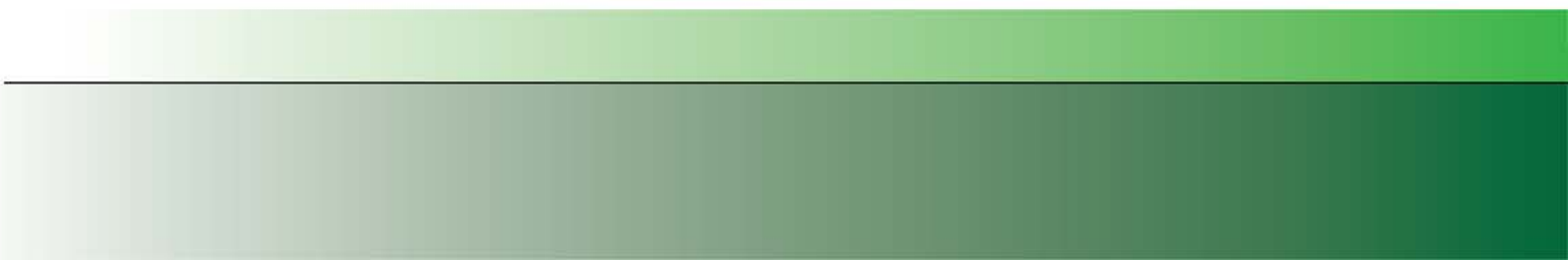
Rollback Strategy

- The I&S portion of the tax rate is not subject to rollback cap created under SB2.
 - One strategy to address spending restriction is to fund all capital projects on I&S side of ledger.
 - For example: vehicles, equipment, HVAC, etc. that may be funded through cash or leases.
- 
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Other Debt Issuance Considerations

- Debt issuances in addition to scenarios would result in a higher I&S rate
 - No remaining capacity
 - Ability to issue additional debt without increasing I&S rate would be restricted for at least 5 years (depending on amount borrowed)
 - Assumes M&O rate remains constant at current rate
 - To increase I&S rate without increasing total tax rate would require a reduction in the M&O rate
 - Reducing the M&O rate will result in reduced funding for City operations
-

Summary of Options

- First option is to design work to keep cost within current I&S rate
 - Second option is to issue in stages to complete selected projects
 - Third option is to seek voter approval for a large General Obligation bond to cover all selected projects
 - Cannot issue for projects rejected by voters for 3 years
 - Could structure projects in multiple voter propositions
- 
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City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 12
Agenda Title: **Consider Recommendation on SAFER Grant Award**

Council Action to be taken: Consider Accepting Staff Recommendation

Department Submitted: Finance/Fire Department

Staff Contact: Jeffrey Wood, Director of Finance
Daniel Baum, Fire Chief

1. PURPOSE/DESCRIPTION

Taylor has been notified that they have been chosen to receive a Staffing for Adequate Fire & Emergency Response (SAFER) Grant.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

Previous Fire Chief Ekiss believed the fire department needed additional staffing and the SAFER Grant program offered a way to add the desired staffing at a reduced cost to the City. Council approved the submission of the grant application as part of the consent agenda at the March 14, 2019 meeting.

3. STAFF ANALYSIS (How and Why)

Taylor has been notified that they have been chosen to receive a SAFER Grant to assist in covering the cost of three new fire personnel. The grant will cover 75% of the cost in years 1 & 2, and 35% of the cost in year 3. The grant application was submitted prior to the 2019 legislative session that brought about property tax reform that will now restrict the City's ability to raise addition tax revenue. City staff was asked to evaluate the impact of accepting the grant award given the limitations imposed on new revenue by the property tax reform.

See the SAFER Grant Memo for a complete analysis of the grant award.

4. RECOMMENDATION

Staff recommends that the City does not accept the award due to the potential impact on the budget, as explained in more detail in the SAFER Grant Memo.

5. FUNDING SOURCE

Additional staffing was a fire department request during the budget process for an adjustment to base. It was decided at that time that funding was not available for additional staff and that a strategic plan for the fire department would be needed to identify the long-term staffing and facility needs of the department. Therefore, no funding was included in the budget for additional fire personnel.

6. TIMELINE

The deadline for notifying FEMA of the City's desire to accept or reject the grant is November 4, 2019

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 12a. [SAFER Grant Memo](#)
- 12b. [SAFER Grant Application](#)
- 12c. [SAFER Grant FAQ](#)
- 12d. [PowerPoint Presentation](#)



Date: October 14, 2019
To: Brian LaBorde, City Manager
From: Jeffrey Wood, Director of Finance
Subject: SAFER Grant

City Manager LaBorde,

The City of Taylor was recently notified that they have been awarded a three-year Staffing for Adequate Fire & Emergency Response (SAFER) Grant from FEMA. I have been tasked to review the financial impact of accepting the grant.

The first question that should be answered in regards to the grant is the staffing needs within the fire department. The answer to that question should be based on operational needs and is outside the scope of this analysis. However, a brief discussion of the recent history of our staffing levels is important as it will be a factor in the financial analysis of the grant.

We currently have twenty-one personnel assigned to three shifts of seven. In late 2011, management eliminated three firefighter positions in exchange for an Assistant Chief/ Fire Marshal position and the department has been operating at the current levels since then.

The Taylor Fire Department currently works a 24-hour on, 48-hour off schedule utilizing a 14-day Fair Labor Standards Act (FLSA) pay cycle. Under this schedule, firefighters are paid overtime after working 106 hours in a 14-day period. Another common FLSA cycle is a 28-day cycle where firefighters are paid overtime after working 212 hours in a 28-day period. In this model, many departments utilize "Kelly" days. "Kelly" days are named as such for Chicago Mayor Edward J. Kelly, who decided that firefighters needed extra time off, so he gave them a shift off for every seven shifts worked. A variation of this duty schedule used by fire departments today results in every third 28-day cycle having a tenth day of work scheduled. It is common for fire departments to give a firefighter this tenth day off without pay¹, which results in the firefighter being scheduled to work 216 hours in every 28-day period. The Taylor Fire Department has utilized the 28-day FLSA cycle in the past, however the City has always worked their firefighters on the "Kelly" day and paid them overtime for doing so.

To analyze the financial impact of the Grant as part of the cost of the fire department, I looked at two different scenarios. Scenario One looks at the impact of accepting the grant under the current

¹ Are Kelly Days Supposed to be Paid or Unpaid Days Off? Curt Varone. May 8, 2018. Fire Law Blog.
<http://www.firelawblog.com/2018/05/08/are-kelly-days-supposed-to-be-paid-or-unpaid-days-off/>

14-day FLSA schedule. Scenario Two looks at the impact of accepting the grant if the fire department personnel were converted back to a 28-day cycle and given the “Kelly” day off without pay. A third option would be to reject the grant and remain on the current 14-day FLSA schedule, but this option will not be discussed further since it does not result in any financial change from our current operational costs.

Scenario #1

For Scenario One, I looked at the cost of adding three full-time firefighters under the current 14-day FLSA schedule. The personnel cost has been adjusted slightly from what was submitted as part of the grant application as I found some hours had been duplicated in the original calculation, resulting in the total cost be slightly overstated. The new cost analysis shows the yearly cost estimates as follows:

	Year 1	Year 2	Year 3	Year 4
Personnel Cost	\$180,464	\$189,487	\$208,436	\$218,858
Equipment Cost	\$22,500			
Federal Share	\$135,348	\$140,684	\$65,652	\$0
City Share	\$67,616	\$48,803	\$142,784	\$218,858
TV	\$1,192,039,121	\$1,263,561,468	\$1,339,375,156	\$1,419,737,666
M&O Tax Rate	\$0.611551	\$0.611551	\$0.611551	\$0.611551
I&S Tax Rate	\$0.197664	\$0.197664	\$0.197664	\$0.197664
Estimate Total Tax Rate (rate is slightly below the de minimis rate)	\$0.809215	\$0.809215	\$0.809215	\$0.809215
Total Tax Revenue	\$9,501,467	\$10,071,555	\$10,675,848	\$11,316,399
M&O Tax Revenue	\$7,180,578	\$7,611,413	\$8,068,098	\$8,552,184
YOY M&O Tax Revenue Increase		\$430,835	\$456,685	\$484,086

The grant will pay 75% of the personnel cost in year 1, up to the amount approved with the application. Because the personnel cost has been reduced in year 1 from the amount stated on the grant application, the anticipated grant share has been reduced accordingly to 75% of the anticipated cost. Year 1 also includes the cost of the equipment needed to properly outfit each firefighter. The cost of this equipment was estimated at \$7,500 per firefighter at the time the grant application was submitted.

This scenario assumes that personnel costs will increase by 5% per annum plus an additional 5% step increase in year 3. The grant application called for personnel costs to remain the same over the three year grant period, which is not a realistic expectation and resulted in the grant amount being capped as a percentage of the year 1 costs as stated in the application. The anticipated increase in year 2 and 3 will result in the City receiving the full grant amount for both of those years. Year 4 reflects the end of the grant period and the City cost of retaining the hired staff. Scenario #1 also assumes Taxable Value will grow by 6% per year and the tax rate will stay at the

current level. This estimated tax rate assumes that debt issuances would be limited to an amount that maintains the current Interest & Sinking (I&S) tax rate. Debt issuance that increases the I&S rate may result in a lower Maintenance & Operations (M&O) tax rate unless Council is willing to increase the total tax rate to cover the additional debt.

In summary, Scenario One would increase staffing levels, but at a significant cost to the City. The cost of maintaining just these three staff positions after the grant period would require a significant percentage of the limited new revenue that the City will receive under the property tax reform. If the cost in Year 1 was not offset in the FY2019-20 budget, an additional cost of 25% of the total City cost would need to be included to maintain the minimal fund balance requirements.

Scenario #2

For Scenario Two, I looked at the cost of adding three full-time firefighters under a 28-day FLSA schedule. This scenario would present cost savings by reducing the number of FLSA overtime hours paid due to scheduling. By utilizing the cost savings from a switch to the 28-day schedule, the financial impact of accepting the grant would be mitigated in both the grant years and subsequent years. The costs under Scenario Two are as follows:

	Year 1	Year 2	Year 3	Year 4
Personnel Cost	\$176,304	\$185,119	\$203,631	\$213,813
Equipment Cost	\$22,500			
28-day Savings	(\$89,915)	(\$92,613)	(\$95,391)	(\$98,253)
Federal Share	\$132,228	\$138,839	\$65,652	\$0
City Share	(\$23,339)	(\$46,333)	\$42,588	\$115,560
TV	\$1,192,039,121	\$1,263,561,468	\$1,339,375,156	\$1,419,737,666
M&O Tax Rate	\$0.611551	\$0.611551	\$0.611551	\$0.611551
I&S Tax Rate	\$0.197664	\$0.197664	\$0.197664	\$0.197664
Estimate Total Tax Rate (rate is slightly below the de minimis rate)	\$0.809215	\$0.809215	\$0.809215	\$0.809215
Total Tax Revenue	\$9,501,467	\$10,071,555	\$10,675,848	\$11,316,399
M&O Tax Revenue	\$7,180,578	\$7,611,413	\$8,068,098	\$8,552,184
YOY M&O Tax Revenue Increase		\$430,835	\$456,685	\$484,086

Scenario Two makes all the same assumptions that are in Scenario One. In addition, Scenario Two reflects the potential cost savings of reducing the annual FLSA scheduling overtime hours from 242 per firefighter to 52, and assumes the City would recognize 80% of those cost savings. The result of this scenario is a reduction in total costs in year 1 and year 2, with minimal costs in year 3 of the grant. The ongoing cost of maintaining the higher staffing level would also be mitigated under this scenario. This scenario results in a net decrease in pay for existing personnel due to the reduction in mandatory overtime hours. Scenario #2 also assumes Taxable Value will grow by

6% per year and the tax rate will stay at the current level. This estimated tax rate assumes that debt issuances would be limited to an amount that maintains the current I&S tax rate. Debt issuance that increases the I&S rate may result in a lower M&O tax rate unless Council is willing to increase the total tax rate to cover the additional debt.

In summary, Scenario Two would increase staffing levels at a lesser cost increase to the City than Scenario One, but maintaining just these three additional staff positions after the grant period would represent approximately 24% of new M&O property tax revenues. In addition, Scenario Two reduces the pay of the current personnel because of the reduction in overtime hours associated with the switch to a 28- day FLSA schedule. Scenario Two would require current personnel to buy-in to the fact that the additional staffing was worth the individual reduction in pay.

Financial Recommendation:

From a financial standpoint, both scenarios represent an additional cost burden at the end of the grant period that could consume anywhere from 24-45% of new M&O property tax revenues in the first year after the grant period. Given the limitations on the City's ability to raise additional revenue under the property tax reform and public pressure against an increase in the tax rate, I do not believe it is financially prudent to commit such a large percentage of a limited resource for three staff positions in one department without first conducting a comprehensive study to identify and prioritize all of the City's needs.

Chief Baum's Recommendation:

Additional staffing is needed to move towards the recommended industry best-practice of staffing four firefighters per fire apparatus and having fifteen firefighters available as a first alarm response to a single family residential fire. Current authorized staffing is seven personnel per day, which is only achieved 20% of the time due to vacation and other types of leave. Minimum staffing level is six per day with overtime being utilized as necessary to maintain that staffing level. With current and planned growth, the demands on the Fire Department will evolve, as will the nature of the hazards. As well as planned residential growth, new industrial growth such as the Valero fuel terminal, Hart Components, and the RCR Rail Logistics facilities have the potential to place unique demands on the Fire Department.

The SAFER grant application was applied for in March 2019. FEMA announced that we were awarded the grant in early September 2019. The timing of the award notice is problematic for the following reasons: FEMA allows 30 days to accept or reject the grant (a 30 day extension was granted); the Fiscal Year 2020 budget was already prepared and submitted to City Council; the grant personnel must start by February 28, 2020; the grant does not cover uniforms and PPE which is estimated to be an additional \$22,500; the salary figures in the grant did not include the recently implemented COLA and increase in City retirement match to 2:1; and most significantly, the Texas legislature has recently capped City revenue growth at 3.5% on existing values, severely limiting the City's ability to increase service levels at this time.

The City needs to take a comprehensive look at Fire Department staffing, facility, and equipment needs and create a multi-year strategic plan to phase in the needed resources so that we can increase our service levels in a predictable manner. I recommend that in the next fiscal year the Fire Department work with a third party consultant to develop a standards of cover and staffing plan

that is based on NFPA standards, GIS and traffic analysis, land use, zoning, and the City's comprehensive plan. This plan would be adopted by City Council and provide a framework for ensuring that the Fire Department is able to meet the current and future needs of the community as determined by data as well as being balanced with available fiscal resources.

Additional Information:

Are there any penalties towards the City on any future SAFER grant application submittals should the City deny this grant award?

There is no penalty for rejecting the grant, however past grant history may be considered during any future grant application.

Is council action needed regarding the SAFER Grant award?

Council action is not required by FEMA/DHS. In the grant application it was stated that council approval would be requested should we choose to accept the grant.

Staff Recommendation:

Staff recommends that the City reject the SAFER Grant award. After the application for this grant was submitted, new property tax reform was approved by the State Legislature that has change the financial landscape for local governments. The potential financial impact on future budgets is too great of a risk to assume given the uncertainties of the new property tax reform act. In addition, a comprehensive standard of cover and staffing plan should be completed prior to increasing staffing levels. Completion of this plan will identify the specific needs in fire services and provide the framework for the expansion of fire services in an orderly and planned manner.

Taylor Professional Firefighters Association Comments:

I am writing on behalf of the Taylor Professional Firefighters Association. I would like to explain the views held by Taylor Firefighters as they pertain to the SAFER grant and our request to be considered for pay increases. As you consider these important issues we hope to show the benefits of each in such a way as to be beneficial to both the City and the community that we serve.

The selection of the Taylor Fire Department to receive a Staffing for Adequate Fire and Emergency Response (SAFER) grant has been an ongoing goal for the department for years. As you well know the Fire Department lost three fire fighter positions with the promotion of an Assistant Chief in 2009. Since then the goal has been to get those firefighters positions restored in order to return to eight firefighters per shift instead of the current seven per shift. Utilization of the SAFER grant allows for a reduction of the initial budget impact of adding additional firefighters while simultaneously putting more "boots on the ground".

The following outlines the difference three additional personnel could make in an emergency response.

1) Initial fire ground operations will be more effective. A three-person unit, which is the way our E2 is deployed daily, is limited in some of its fire response capabilities. The need to split the fire

crew to perform basic tasks, such as establishing a water supply, essentially stops any interior work that needs to be done until a second unit arrives. This is because firefighters, consistent with department policy and National Fire Protection Association standards, always work in pairs when operating in a burning structure.

2) Aside from emergency response, the addition of three personnel (one per shift) could provide a buffer from utilization of overtime. There are regular occurrences where a firefighter is injured, has a baby, leaves the organization for other opportunities, or has time off scheduled and the department ends up staffing shifts with overtime. This wears not only on the budget but also on the personnel. The nature of our work cycle is designed for our personnel to have two days off to rest. If one is working constant double shifts, it will begin to show in work performance and will heighten the possibility of firefighter health issues.

3) Evidence shows that efficiency, effectiveness, and citizen safety come in numbers. The Taylor Fire Department has not increased its number of firefighters since 1999. Even though the department's workload has increased, and the community population has tremendously increased. With the growth of new business and new population, the SAFER grant is needed just to keep pace.

4) Lastly the most important reason to take advantage of this opportunity is that it is a competitive grant. If the SAFER grant is declined, there is a high probability that we will not be awarded this opportunity again. Our association is concerned that we will have missed out on a substantial opportunity for growing our fire department consistent with community growth and increased workload.

As far as raises are concerned, we believe the city should strive towards becoming economically competitive with surrounding communities and fire departments of similar size and demographic. While firefighters understand it is difficult to compete with Round Rock and Austin, the loss of our trained and experienced firefighters to nearby Hutto Fire Rescue should be a reason for re-evaluation. On more than one occasion, we have lost personnel for the sole reason of immediate financial advancement at an entry level firefighter position.

Other fire departments are all too happy to take Taylor FD personnel. We send them well-trained, motivated, and experienced firefighters; personnel that we invested days and sometimes years in training and substantial tax-payer dollars. At a recent new hire interview in Round Rock, one of our former employees was asked why he had left the Taylor Fire Department. This former employee told his new employer that he didn't want to leave Taylor but could not pass up the opportunity for his family in better pay and benefits. Most of our personnel leave for that very reason.

The recent salary surveys the city performed should provide a good picture of where we are in comparison to other fire departments and where we lose our people. The problem is that the survey information became outdated effectively when the new fiscal year started. This is strikingly similar to earlier salary surveys. Multiple departments on the current survey have seen substantial pay increases taking them even further ahead of us. These departments have a consistent compensation strategy in place. We need to find a target and maintain our pay at or above that

level. Hutto would be an excellent choice, but at the very least our own police department would be a start.

Our Association was asked to make a preference as to which option they would prefer, SAFER grant or raises? Throughout the department, the consensus was for SAFER since it is a grant, one that is awarded only after proving a need and beating other possible winners. This opportunity may not come again. Accepting the SAFER grant benefits the community and the citizens that we are sworn to serve and protect. For this reason, it should be considered the more immediate need. That being said, if we don't look hard at the current pay scale of the department and make changes in the very near future, the additional staffing could just be future turnover at the rate we are currently seeing.

We thank you all for your continued dedication and service to the City. Your decisions and leadership are of paramount importance and the weight you carry is not lost on the members of our organization.

In public service,
Taylor Professional Firefighters Local 4194
Matt Whisenant

Applicant's Acknowledgements

* I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.

* As required per 2 CFR § 25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.

* I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's Period of Performance (POP).

* I certify that the applicant organization is aware that this application period is open from 02/15 to 03/22/2019 and will close at 5 PM EST; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.

* I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: <https://www.fema.gov/media-library/assets/documents/90195>.

* I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by **Robert C Copeland** on 2019-03-11 20:37:26.0

Overview

* Are you a member, or are you currently involved in the management of the fire department or organization applying for this grant with this application?	
Yes, I am a member/officer of this applicant	

If you answered **No**, you must please complete the preparer information below. If you answered **Yes**, please skip the Preparer Information section.

Note: Fields marked with an asterisk (*) are required.

Preparer Information	
Preparer's Name	
Address 1	
Address 2	
City	
State	
Zip	- Need help for ZIP+4?
Primary Phone	Ext. Select
Email	

In the space below please list the person your fire department or organization has selected to be the **Primary Point of Contact** for this grant. This should be an officer, member, or employee of the fire department or organization applying for the grant that will see the grant through completion, has the authority to make decisions on and to act upon this grant application.

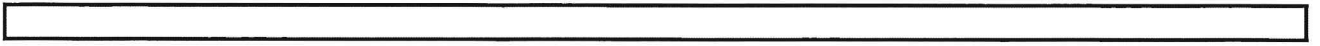
The Primary Contact, as listed below, is the person for which all exchanges of information will be made relative to the application; all information provided must be specific to the contact listed. The Primary Contact must be an employee of the fire department or organization applying for the grant and shall not be a grant writer or a non-employee of the fire department or organization.

In addition to the Primary Contact information, you will be asked to provide two (2) Alternate Points of Contact on the next page. The Alternate Contacts must be familiar with the application and must be able to answer any questions relative to this application in the event that Primary Point of Contact is unavailable. When you are finished, click the Save and Continue button below.

Reminder: Please list only phone numbers and an email address where we can get in *direct contact* with the respective point of contact(s). If this contact changes at any time during the period of performance please update this information.

Note: Fields marked with an asterisk (*) are required.

Primary Point of Contact	
* Title	Assistant Chief
Prefix	Mr.
* First Name	Robert
Middle Initial	C
* Last Name	Copeland
* Primary Phone	512-352-6992 Ext. Type work
* Secondary Phone	512-786-7545 Ext. Type cell
Optional Phone	512-748-5858 Ext. Type home
Fax	512-365-1339
* Email	robert.copeland@taylortx.gov



Contact Information

Alternate Contact 1 Information	
* Title	Fire Chief
Prefix	Mr.
* First Name	Daniel
Middle Initial	
* Last Name	Baum
* Primary Phone	512-378-0041 Ext. Type cell
* Secondary Phone	512-365-6498 Ext. Type work
Optional Phone	Ext. Type Select
Fax	512-365-1339
* Email	daniel.baum@taylortx.gov

Alternate Contact 2 Information	
* Title	Administrative Assistant
Prefix	Mrs.
* First Name	Michele
Middle Initial	D
* Last Name	Vrabel
* Primary Phone	512-595-2884 Ext. Type cell
* Secondary Phone	913-702-5498 Ext. Type home
Optional Phone	Ext. Type Select
Fax	512-365-1339
* Email	michele.vrabel@taylortx.gov

Applicant Information

EMW-2018-FH-00074

Originally submitted on 03/18/2019 by Pat Ekiss (Userid: pekiss03)

Contact Information:

Address: 304 E. 3rd. St.

City: Taylor

State: Texas

Zip: 76574

Day Phone: 5123526992X526992

Evening Phone: 7377088040

Cell Phone: 5123780041

Email: pat.ekiss@taylor.tx.gov

Application number is EMW-2018-FH-00074

Applicant Information	
* Organization Name	City of Taylor Fire Department
* What kind of organization do you represent?	All Paid/Career
If you answered "Combination" above, what is the percentage of career members in your organization?	%
* Type of Jurisdiction Served	City
If "Other", please enter the type of jurisdiction served	n/a
* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Williamson
SAM.gov (System For Award Management)	
* What is the legal name of your Entity as it appears in SAM.gov? Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.	TAYLOR, CITY OF
* What is the legal business address of your Entity as it appears in SAM.gov? Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.	
* Mailing Address 1	400 Porter Street
Mailing Address 2	
* City	Taylor
* State	Texas
* Zip	76574 - 3600 Need help for ZIP+4?
* Employer Identification Number (e.g. 12-3456789) Note: This information must match your SAM.gov profile.	74-6002355
* Is your organization using the DUNS number of your Jurisdiction?	Yes
* I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application. (Required if you select Yes above)	☒
* What is your 9 digit DUNS number?	033907163 (call 1-866-705-5711 to get a DUNS number)
If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number	

please enter it here.

Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own DUNS number and bank account separate from your Jurisdiction.

* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?

Yes

* I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record.



Headquarters or Main Station Physical Address

* Physical Address 1

304 E. 3rd. St.

Physical Address 2

* City

Taylor

* State

Texas

* Zip

76574 - 3601

[Need help for ZIP+4?](#)

Mailing Address

* Mailing Address 1

400 Porter Street

Mailing Address 2

* City

Taylor

* State

Texas

* Zip

76574 - 3600

[Need help for ZIP+4?](#)

Bank Account Information

* The bank account being used is: (Please select one from right)

Maintained by my Jurisdiction

Note: The following banking information must match your SAM.gov profile.

* Type of bank account

Checking

* Bank routing number - 9 digit number on the bottom left hand corner of your check

111902819

* Your account number

2057404

Additional Information

* For this fiscal year (Federal) is your jurisdiction receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?

No

* Is the applicant delinquent on any federal debt?

No

If you answered "Yes" to any of the additional questions above, please provide an explanation in the space provided below (4000 characters) :

Applicant Characteristics (Part I)

* Is this application being submitted on behalf of a Federal Fire Department or organization contracted by the Federal government which is solely responsible for the suppression of fires on Federal property?	No
* Please indicate the type of community your organization serves.	Urban
* Please describe your organization and/or the community that you serve (2000 characters) .	The City of Taylor Fire Department was founded in 1886. The once vibrant and affluent community grew to be a hub of trade and entertainment and found its roots in cotton cattle and corn. When Interstate 35 which runs north and south through our state was developed 18 miles to our west, the city began to see a slow decline as the growth was pushed to the central and western portions of our county. Today we are once again one of the fastest growing counties in the nation and Taylor is beginning to see a revitalized spirit as we are now experiencing explosive growth and a renewed economy. The Fire Department is striving to stay ahead of the growth curve while establishing our focus on excellent customer service and superior firefighter safety. We serve an extremely diverse community with varied economical and sociological characteristics and are well respected by our City Council, citizens, business owners and staff. We continue to seek ways to meet the recommendations of NFPA 1710 and have worked hard to develop relationships with our neighboring departments to secure automatic/mutual aid agreements. Our goals with this grant are to create a more efficient response and safer incident scenes thus improving the level of protection and efficiency during all emergency incidents. We are a Chapter 143 Civil Service Organization and therefore not able to recruit or employ volunteer or part time staff and must rely upon the city and our administration to develop the financial means necessary to grow our staffing model while still maintaining current and technologically sound apparatus and tools. We have made significant strides in this area and are proud of our accomplishments. Our policies, equipment and guidelines place a significant focus on the safety of our members. Cancer reduction, injury prevention and mental and physical health govern much of what we do and how we operate. We commit to furthering this mission with those who will join our ranks through this process.
* What is the square mileage of your first-due response area? Primary/First Due Response Area is a geographical area proximate to a fire or rescue facility and normally served by the personnel and apparatus from that facility in the event of a fire or other emergency and does not include daily or seasonal population surges.	21
* What percentage of your primary response area is protected by hydrants?	98 %

* Does your organization protect critical infrastructure?	Yes	
If Yes, please describe the critical infrastructure protected (3000 characters) .		
The Electric Reliability Council of Texas (ERCOT) maintains its headquarters in the city limits of Taylor. ERCOT manages the flow of electric power to more than 25 million Texas customers -- representing about 90 percent of the state's electric load. As the independent system operator for the region, ERCOT schedules power on an electric grid that connects more than 46,500 miles of transmission lines and 600+ generation units. It also performs financial settlement for the competitive wholesale bulk-power market and administers retail switching for 7 million premises in competitive choice areas. ERCOT is a membership-based 501(c) nonprofit corporation, governed by a board of directors and subject to oversight by the Public Utility Commission of Texas and the Texas Legislature. Its members include consumers, cooperatives, generators, power marketers, retail electric providers, investor-owned electric utilities, transmission and distribution providers and municipally owned electric utilities. Certainly our utilities, phone service switching station, regional airport, city and county administrative offices and water distribution facilities are all located within our city limits and primary response area.		
(Percentages in three answers below must sum up to 100%)		
* How much of your primary response area is for agriculture, wildland, open space, or undeveloped properties?	15%	
* What percentage of your primary response area is for commercial and industrial purposes?	28 %	
* What percentage of your primary response area is used for residential purposes?	57 %	
* How many occupied structures (commercial, industrial, residential, or institutional) in your primary response area are more than three (3) stories tall? Do not include structures which are not regularly occupied such as silos, towers, steeples, etc.	3	
* What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served?	17100	
* Do you have a seasonal increase in population?	No	
If Yes what is your seasonal increase in population?	n/a	
* How many stations are operated by your organization?	2	
* Please indicate if your department has a formal automatic/mutual aid agreement with another community or fire department and the type of agreement that exists.	Both automatic and mutual aid	
* What services does your organization provide?		
Basic Life Support	Emergency Medical Responder Haz-Mat Operational Level Haz-Mat Technical Level	Rescue Operational Level Rescue Technical Level Structural Fire Suppression Wildland Fire Suppression
SAFER intends to improve local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the enhanced staffing, a SAFER grant recipient's response time will be reduced sufficiently and an appropriate number of trained personnel will be assembled at the incident scene.		
The following questions are designed to help us understand the staffing changes that have occurred in your department over the past several years and how the grant will assist in improving your staffing levels. The		

information provided must be a true and accurate depiction of your department on the timelines listed below.

Use the following definitions when completing the table below.

Total # of Operational Career Personnel — this number represents the total number of **full-time operational career personnel** employed by your department on the dates indicated. (Note: only operational personnel — including operational officers - should be included)

Operational Officers — of the operational career personnel indicated in the "Total # of Operational Career Personnel" question, how many of those serve in **operational officer-level (both command and company) positions**?

NFPA Compliance — of the "Total # of Operational Career Personnel" indicated, how many are assigned to **field or response apparatus positions that directly support the department's compliance** with NFPA 1710 (Section 5.2.4.1 — Single-Family Dwelling Initial Full Alarm Assignment Capability) or NFPA 1720 (Section 4.3 — Staffing and Deployment)? (**Note:** Officers should **only** be included in this number if they **directly support the department's compliance** with NFPA 1710 or NFPA 1720 compliance)

Note: The number of **career personnel** in any of these fields should include positions which are job-shared. Job-shared positions will be counted as one (1) regardless of how many personnel fill those positions.

For more information regarding these standards please see the Notice of Funding Opportunity or go to www.nfpa.org/freeaccess

* What is the department's current (at the start of the application period) budgeted operational staffing level? (NOTE: include all budgeted positions, even if they are not currently filled)

23

	Total # of Operational Career Personnel	# Operational Officers	# NFPA Support
* Staffing levels at the start of the application period	23	6	23
* Staffing levels at one year prior to the start of the application period	23	6	23
* Staffing levels at two years prior to the start of the application period	23	6	23
* If awarded this grant, what will the staffing levels be in your department? Note: These numbers should reflect the staffing levels at the start of the application period plus the number of positions being requested in the application. (Whole Numbers only)	27	6	26

* Please provide details on the department's existing staffing model to include the number of shifts, number of positions per shift, chief level officer staffing per shift (i.e., Battalion Chief, District Chief, etc.), and contracted work hours. (3000 characters)

The City of Taylor Fire Department currently employs 23 sworn members consisting of 2 chief officers, 6 Lieutenants (line supervisors), 6 Apparatus Operators and 9 firefighters operating out of two fire stations. All members are supported by 1 civilian Administrative Assistant. We are a Chapter 143 Civil Service organization and therefore not able to augment our staffing through the utilization of volunteer or part time members. Our department is staffed 24 hours a day 365 days a year. Members are assigned to a 24 hours on and 48 hours off work schedule with a minimum daily staffing of 6 members per day. These members are supported by at least 1 chief officer who is on call at all times including evenings and holidays. The 7th position is necessary to allow for earned time off and sick leave of personnel. If a member is scheduled off for vacation or holiday and another member calls in sick that position must be covered by voluntary or mandatory overtime.

* Does your department utilize part-time paid firefighters?

No

If Yes, please provide details on how the part-time firefighters are used within your department to include the number of part-time firefighters, the number of full-time, NFPA compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs (3000 characters) .

* Does your department utilize reserve/relief paid firefighters?

No

If yes, please provide details on how the reserve/relief firefighters are used within your department to include the number of reserve/relief firefighters, the number of full-time, NFPA compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs (3000 characters) .

* Do you currently report to the National Fire Incident Reporting System (NFIRS)?

Yes

Applicant Characteristics (Part II)

	2019	2018	2017
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	0	1	3
* What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of line of duty <u>member injuries</u> in your jurisdiction over the last three calendar years?	0	2	4
* What is your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) related to fire-related programs and emergency response for the current (at time of application) fiscal year? Fiscal Year: 2019 Budget: \$ 2,528,435			
* What was your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) related to fire-related programs and emergency response for the previous three fiscal years? Fiscal Year: 2018 Budget: \$ 2,405,448 Fiscal Year: 2017 Budget: \$ 2,357,688 Fiscal Year: 2016 Budget: \$ 2,174,879 Please indicate in the text box next to each of the budget figures what fiscal year that amount pertains to.			
* What percentage of your operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?	78 %		
* Does your department have any rainy day reserves, emergency funds, or capital outlay?	No		
If yes, what is the total amount currently set aside?			
If yes, describe the planned purpose of these funds (1000 characters) .	In order to maintain our current bond rating the city must maintain an amount equal to three months of operating capital in reserve. Through aggressive planning and professional leadership of our manager and council that reserve balance has recently been increased to close to four months. However this reserve cache is for all city functions/departments, not just the fire department.		
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%			
Taxes?	99.8 %		
Bond Issues?	0 %		
EMS Billing?	0 %		
Grants?	0 %		
Donations?	0 %		

Fund drives?	0 %
Fee for Service?	.2 %
Other?	0 %
If you entered a value other than 0 into the "Other" field, please explain (1000 characters) :	

* How many **frontline** vehicles does your organization have in each of the types or classes of vehicle listed below that respond to **first alarm assignments in support of NFPA 1710/1720**? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. Enter numbers only and enter 0 if you do not have any of the vehicles below.

Type or Class of Vehicle	Number of Frontline Vehicles	Total Number of Available Riding Positions	Total Number of Filled Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I or Type II Engine Urban Interface	1	4	3
Ambulances for transport and/or emergency response	0	0	0
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more)	1	2	0
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint	1	4	3
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	2	4	0
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	0	0	0
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle	2	4	2

Please use this comments section if you wish to provide any additional information with regards to the **Type or Class of Vehicle** section above (2000 characters) .

Our department has made significant improvements in the age, equipping and diversity of our fleet. Upon notification of a single alarm we would dispatch the appropriate apparatus 2 one 105 foot quint, one Type 1 engine with 750 gallons and up to two chief officers/commanders. Our minimum daily staffing is 6 firefighters and 1 chief officer at all times. This is supplemented by an automatic aid agreement with our neighboring community which gives us and additional Type 1 engine with 750 gallons of water and 3 to 4 additional personnel. The other apparatus mentioned are used as off duty members are called back or in other types of emergency response and also support

our frontline apparatus through a ready reserve program.

Department Call Volume

	2018	2017	2016
* Summary of responses per year by category (Enter whole number only. If you have no calls for any of the categories, Enter 0)			
Fire - NFIRS Series 100	80	75	49
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	6	1	0
Rescue & Emergency Medical Service Incident - NFIRS Series 300	1405	1418	1605
Hazardous Condition (No Fire) - NFIRS Series 400	94	104	77
Service Call - NFIRS Series 500	219	204	217
Good Intent Call - NFIRS Series 600	131	143	158
False Alarm & False Call - NFIRS Series 700	169	143	137
Severe Weather & Natural Disaster - NFIRS Series 800	1	2	1
Special Incident Type - NFIRS Series 900	13	17	10
Total	2118	2107	2254

FIRES

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)	30	36	19
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)	11	9	11
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)	18	21	5
Total	59	66	35
What is the total acreage of all vegetation fires?	38	2	1

RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)	95	120	107
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)	0	1	1
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)	9	4	10
How many EMS-BLS Response Calls	1301	1293	1487
How many EMS-ALS Response Calls	0	0	0
How many EMS-BLS Scheduled Transports	0	0	0
How many EMS-ALS Scheduled Transports	0	0	0
How many Community Paramedic Response Calls	0	0	0
Total	1405	1418	1605

MUTUAL AND AUTOMATIC AID

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

How many times did your organization receive Mutual Aid?	3	5	1
How many times did your organization receive Automatic Aid?	14	21	11
How many times did your organization provide Mutual Aid?	27	21	17
How many times did your organization provide Automatic Aid?	20	24	11
Of the Mutual and Automatic Aid responses, how many were structure fires?	19	20	9

Request Details

The activity for your organization is listed in the table below.

Activity	Number of Entries	Total Cost	Action
Hiring of Firefighters	1	562,734	View Details

FEMA Form 080-0-4a

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
**Staffing for Adequate Fire and Emergency Response Hiring of Firefighters
Application
(Questions and Narrative)**

OMB
Collection
Number:
1660-0135
Expiration Date: 08/31/2017

PAPERWORK BURDEN DISCLOSURE NOTICE
FEMA Form 080-0-4a

Public reporting burden for this data collection is estimated to average 7.5 hours per response for FEMA Form 080-0-4a, Staffing for Adequate Fire and Emergency Response Hiring of Firefighters Application (Questions and Narrative). The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0135) NOTE: Do not send your completed form to this address.

Request Details

* In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may waive or reduce a SAFER Hiring grant recipient's position cost limit, cost share requirement, the minimum budget requirement, and/or the restriction on supplanting. Is it the department's intent to apply for any of the available waivers?	No
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* If yes, which type of waiver will be applied for?	
--	--

Activity				Action
Hiring of Firefighters				View Details
Budget Item	Number of positions	Cost Per Firefighter		Overall Total
(Budget Line Item).	3	Annual Salary	46,264	562,734
		Annual Benefits	16,262	
		Total	62,526	

Overall total for budget line item: 562,734

Total Funding Requested: 562,734

Budget

Hiring of Firefighters:

There is a three-year period of performance for grants awarded under the Hiring of Firefighters Activity. The amount of Federal funding provided to a recipient for hiring a firefighter in any fiscal year may not exceed -

- Year One: 75 percent of the usual annual costs of a first-year firefighter as provided in the Request Details section;
- Year Two: 75 percent of the usual annual cost of a first-year firefighter as provided in the Request Details section;
- Year Three: 35 percent of the usual annual cost of a first-year firefighter as provided in the Request Details section.

Review and confirm the budget information below. If you need to change any of the budget amounts on the matrix, you will need to update the information on the previous Request Details screen.

When you are finished, press the *Save and Continue* button below.

Budget Matrix				
	First 12-Month Period	Second 12-Month Period	Third 12-Month Period	Total
Personnel	138,792	138,792	138,792	416,376
Benefits	48,786	48,786	48,786	146,358
Total:	187,578	187,578	187,578	562,734
Total Applicant Share	46,894	46,894	121,925	215,713
Total Federal Share	140,684	140,684	65,653	347,021

Narrative Statement for Hiring of FireFighters

* Element #1 - Project Description (30%):

* 1a. Why does the department need the positions requested in this application? (2500 characters)

Our department continues to struggle with retention of qualified firefighters as we lose them to neighboring departments paying considerably higher wages. In the past year and a half our city has made significant improvements in our base pay and has committed to continued support during the upcoming budget process to ensure we are able to keep our range of pay within the 50 percentile of those included in our recent payroll surveys. We are currently operating well below the recommended staffing level with a minimum daily staffing of six firefighters and one chief officer. The addition of the three requested positions would increase our guaranteed minimum daily staffing model to seven firefighters and one chief officer as it fills the void of those members who are off on earned vacation or holiday. Utilization of our automatic aid agreement would expand the number of firefighters by three and add a chief officer as well bringing our department closer to recognized national standards. We would still rely heavily on our mutual aid partners but those units are fourteen to eighteen minutes away from the time the alarm is received. The city is committed to hiring overtime to maintain these minimum staffing levels when or if a member calls in sick or suffers an injury preventing them from reporting to duty when another member is already off for vacation or holiday to guarantee the proposed staffing model.

* 1b. How will the positions requested in this application be used within the department (e.g., 4th on engine, open a new station, eliminate browned out stations, reduce overtime)? (2500 characters)

The three positions requested would be assigned to our Quint Company operations spread equally across three shifts. This would bring the minimum staffing of that response vehicle to four members at all times. To provide that same level of staffing our department would be required to hire overtime 84% of the time to cover those members who are allowed off to expend earned vacation or holiday time. We have researched and implemented overtime prior to this request and found out quickly that it was taking its toll on our members both physically and mentally as often times those positions were filled by utilizing mandatory overtime. This was counterproductive as well counterintuitive. Our goal was to increase firefighter and fire ground safety but requiring someone to work mandatory overtime, especially during holidays created negative moral and dissention among the ranks. The fire department has requested these positions in the annual budget request each year for the past eight years and each time our request has been denied as we continue to compete with our other city departments who themselves have significant shortages in staffing.

* 1c. What specific benefits will the requested positions provide to the department and community? (2500 characters)

The immediate benefit to the department would be increased fire ground and increased firefighter safety by moving closer to NFPA 1710 recommended standards. Our administration fully recognizes that we are well below acceptable staffing levels, especially for a city our size and the call volume experienced annually. Clearly an increased number of first responders arriving early to an incident can have a far greater impact on the successful and timely suppression of a fire than those who arrive 14 to 18 minutes later. Having the proper number of firefighters arriving within the first few minutes (first due) allow us to go to work quicker and to accomplish a more rapid deployment of an attack team, rapid intervention or on-deck crew and incident commander. We firmly believe that we will be much more effective on the fire ground and significantly reduce the loss due to fire perhaps reducing our city's loss rate annually by thousands of dollars.

* 1d. Describe how funds awarded through this grant would enhance the department's ability to protect critical infrastructure within the primary response area. (2500 characters)

As stated earlier, our goal is to quickly and efficiently mitigate any and all emergencies by having and maintaining a nationally recognized level of personnel arrive within the first four to six minutes of an emergency. ERCOT is a prime example of a large campus requiring a large number of firefighters to enter, inspect and clear large buildings. Our current staffing levels prevent us from performing these important functions in a timely manner.

***Element #2 - Impact on Daily Operations (30%):**

*** 2a. Explain how the community and the current firefighters employed by the department are at risk without the positions requested in this application? (2500 characters)**

With the addition of three personnel (one per shift) the Fire Department will be able to better and more consistently meet the requirement of NFPA 1710, specifically, section 5.2.3.1.1. We believe it is imperative that we have an adequate number of firefighters arrive within the first 4 minutes of an emergency and that we always provide at least two members to perform firefighter rescue (RIT) any time our suppression crews enter an IDLH area. Our current staffing levels do not adequately provide for this safety element without mutual aid assistance the majority of the time. This is a huge risk to the safety, health and well-being of our members and of great concern to our leadership. We also recognize that staffing levels have a huge impact on the amount and quality of work performed during those first few critical moments upon our arrival. We have taken all the necessary steps to develop an automatic aid agreement with the only full time neighboring department we have. However, their average response time is 8 to 9 minutes from receipt of alarm. We firmly believe that failure to provide adequate staffing during the first few moments of an incident has a huge impact on the safety of our citizens due to a lack of manpower to perform rescue and suppression activities as well as all the other fire ground positions necessary. The addition of one member per shift will have a tremendously positive effect on this deficit as well as ensure compliance with NFPA 1710.

*** 2b. How will that risk be reduced if awarded? (1500 characters)**

Simply put, increasing the number of initial responders to a residential structure fire has proven to provide a safer and more efficient fire ground. Our job is hard enough as it is but, when we fail to complete necessary task due to on scene conditions and problems identified because of a lack of available manpower, everyone is at risk - citizens, business owners and firefighters.

***Element #3 - Financial Need (30%):**

*** 3a. Provide an income versus expenses breakdown of the current annual budget as indicated in the Applicant Characteristics section of the application. (2500 characters)**

Being a municipal fire department we are forced to compete with every department in the city for limited tax dollars. We recognize the importance and need of each department or division within our city and work hard to develop and maintain good working, administrative and political relationships with each of them. This often means we will support their budget request as they continue to support ours. We are fortunate that those forged relationships have in the past supported our request for equipment, firefighter health and safety needs and equal pay for our members. However, our city continues to see a less than desired growth rate of 2 - 4% annually. We see the growth wave rapidly approaching our borders and are excited about the possibility of future financial stability but in the interim, find ourselves continuing to fight for every dollar budgeted annually. Our 2.5 million dollar annual budget expenditures are broken down in the following order; Personnel 78% Training 1.25% Public Safety and Specialty Equipment 2% Operational Equipment 2% Utilities 1% Equipment Rental and Fixed Equipment Expenses 13% Contract Services 2% Uniforms .5% Program/Special Events, Facility Repairs and Fees for Services .25%

*** 3b. Describe the department's budget shortfalls and inability to address financial needs without federal assistance. (2500 characters)**

The primary shortfall of our annual budget continues to be the ability to increase funds for adequate staffing. In the past few years our city has worked hard to adjust our pay scales to become more competitive with our neighboring departments. This year and next the focus will be towards bringing our retirement benefits up to comparable level with the majority of the rest of our state. Our contribution rates are currently at 1-1/2 to 1 while most every other municipality contributes at a rate of 2 to 1. This places us in an extremely less than desirable position when it comes to retaining qualified personnel. Our city has committed to addressing this shortfall in rapid fashion but the cost to do so has placed additional financial burdens on all of us. Our employees are our greatest asset and we fully support this measure realizing that other needs may be pushed back on the priority list. The SAFER Grant affords us a wonderful opportunity to fill an existing void immediately while gradually absorbing the positions gained into full time positions.

*** 3c. What other actions has the department taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs)? (2500 characters)**

Currently the only State Assistance programs available for staffing or recruitment apply only to volunteer or wildland organizations. We are not familiar with any other programs that would supplement staffing like the Staffing for Adequate Fire and Emergency Response (SAFER) grant program offers. We have applied once before for the SAFER program but were unsuccessful in our attempts. Over the past four years we feared that once the grant period ended we would struggle to maintain the positions gained by the grant. We feel that had a duty to ensure that individuals hired would be guaranteed a position within our department. We are now able to make that guarantee with confidence and are therefore once again making application and seeking approval of our request for increased staffing.

*** 3d. Discuss how the critical functions of the department are affected without this funding. (2500 characters)**

With the addition of three personnel (one per shift) the Fire Department will be able to better and more consistently meet the requirement of NFPA 1710, specifically, section 5.2.3.1.1. We agree that it is imperative that we have an adequate number of firefighters arrive within the first 4 minutes of an emergency and that we always provide at least two members to perform firefighter rescue (RIT) any time our suppression crews enter an IDLH area. Our current staffing levels do not provide for this requirement even with the assistance of automatic aid the majority of the time. This is a huge risk to the safety, health and well-being of our members and of great concern to our leadership. We have conducted numerous studies on how better to deploy our resources. Improvements have been made but we continue to see where increased staffing is the main key to solving critical issues and increasing overall scene and foreground safety. Over the past few years our department has placed a strong emphasis on improving and strengthening our inspection program as well as implementing NFPA 1620 recommendations for pre-fire planning. We believe that statistics and risk assessments have proven that this program has and will continue to have a positive effect on loss due to fire in our community. However, we have not lost sight of the reality that fires do and will continue to happen and that they will remain the as one of the greatest threats to the safety and wellbeing of our community and firefighters.

***Element #4 - Cost Benefit (10%):**

*** Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application. (3500 characters)**

If approved, the three firefighters would each be assigned to fill the positions left vacant through hiring freezes or re-appropriation from several years ago. This would restore daily staffing to standards in previous years and once again provide for four-man constant staffing of the first due apparatus. This would result in a large reduction in overtime cost due to backfilling during vacation, holiday, training hours

or sick time used by members. Those savings in overtime would be utilized to ensure continued employment of those hired through the grant as well as be reallocated to other needs within the organization when or where possible. Additional manpower results in increased efficiency and safety for our members. Working faster and more efficiently would have a direct impact on the amount of property saved in the event of fire or natural disaster. Clearly this would result in an increased level of safety for our citizens and department members. Also, improvement of our ISO (insurance Services Organization) rating is directly tied to meeting the standards established by NFPA 1710. Where we have made numerous inroads and improvements to our equipment, water supply, dispatching services and notification systems we find ourselves continuing to make up the staffing shortfall. An improvement of our ISO rating would have a direct impact on every homeowner and business owners annual insurance premiums. We called for a review of our ISO standing in 2014 and saw our rating improve from a 4 to a 3 during the process. Having made critical improvements and changes since that review we are confident that with the addition of three additional members to our ranks we would see our current rating improve from a 3 to a 2.

Element #5 - Additional Information : If you have any additional information you would like to include about the department and/or this application in general, please provide below. (2000 characters)

Currently more than 42% of our members serve as volunteer firefighters in other communities. We believe their efforts present a very positive reputation of our department and profession due to this involvement in their local community. The city has established a notification and waiver document that is offered to each member annually. If the member chooses to work or volunteer while off duty, all that is required is notification of such through the completion of the document. To date, no member requests have been denied. The City of Taylor Fire Department has and will continue to seek ways to support our profession and our members. A professional grant writer was not used in the development, review or submission of this grant request.

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an asterisk (*) are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being

made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Robert C Copeland** on **03/18/2019**

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an asterisk (*) are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies 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 any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract 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 (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (4000 characters)

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable awarding office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such

purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	Zip	Action
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If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Signed by **Robert C Copeland** on **03/18/2019**

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

Submit Application

Application Area	Status
Applicant's Acknowledgements	Complete
Overview	Complete
Contact Information	Complete
Applicant Information	Complete
Applicant Characteristics (I)	Complete
Applicant Characteristics (II)	Complete
Department Call Volume	Complete
Request Details	Complete
Budget	Complete
Narrative Statement	Complete
Assurances and Certifications	Complete

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED.
- Be sure you have thoroughly reviewed the application before you submit.
- If "placeholders" were used, be sure to update the application with the correct information before submitting.
- If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.
- When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:

To the best of my knowledge and belief, all data submitted in this application are true and correct.

This application has been duly authorized by the governing body of the applicant and the applicant will comply with the terms of the Notice of Funding Opportunity, comply with all the terms and conditions of the grant award, including any special conditions in accordance with the articles of agreement, and comply with all applicable Federal statutory and regulatory requirements, if awarded.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: The Primary Point Of Contact will be responsible for signing and submitting the application. Fields marked with an asterisk (*) are required.

I, Robert C Copeland, am hereby providing my signature for this application as of 18-Mar-2019.

Assistance to Firefighters Grant Program (AFGP)



FY 2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program

Frequently Asked Questions (FAQs)

What's new for FY 2018?

- Applicants may now request to waive the position cost limit for new firefighters.
- Pursuant to IB 427, applicants must indicate when they apply for an award whether they are requesting a waiver and what requirement they seek to waive.
- The simplified acquisition threshold increased to \$250,000.
- The definition of "new recruit."
- Updated prioritization and eligibility tables.

What is the purpose of SAFER?

The purpose of SAFER is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments.

To achieve this purpose, SAFER is a competitive, discretionary grant program comprised of two categories:

- 1) **Hiring of Firefighters Activity** grants provide financial assistance to help fire departments hire new firefighters or change the status of part-time or paid-on-call firefighters to full-time firefighters. The goal is to assist departments to improve staffing levels to ensure they have adequate personnel to respond and safely perform at incident scenes, providing protection from fire and fire-related hazards in their communities. **This activity provides three-year grants to assist fire departments by paying a portion of the salaries and benefits of the SAFER-funded positions.**
- 2) **Recruitment and Retention of Volunteer Firefighters Activity** grants assist fire departments and national, state, local, or federally recognized tribal organizations with the recruitment and/or retention of volunteer firefighters. The goal is to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies likely to occur within the fire department's geographic response area. **Recruitment and Retention of Volunteer Firefighters Activity grants can have a period of performance of up to four years.**

How much funding is available for the FY 2018 SAFER Grant Program?

A total of \$350,000,000 has been appropriated for the FY 2018 SAFER Grants.

Specific funding parameters are either required by law or are the outcome of recommendations from the Criteria Development Panel (CDP). Each requirement is identified below, followed by the source of the requirement which is noted in parentheses:

- 10 percent is set aside for the recruitment and retention of volunteer firefighters activity. (15 USC § 2229a(a)(2))

- No more than 33 percent of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP)
- 10 percent is set aside for grants awarded to volunteer or majority volunteer departments for hiring of firefighters. A majority volunteer fire department is made up of more than 50 percent of personnel who do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. It may be necessary to go out of rank order to select a sufficient number of applications in order to meet the 10 percent requirement. (15 USC § 2229a(a)(1)(H))

If less than 10 percent of the funds available for the hiring of firefighters are awarded to volunteer and majority volunteer fire departments, the remaining funds must be transferred to provide grants for the recruitment and retention of volunteer firefighters. (15 USC § 2229a(a)(1)(H))

What is the maximum amount of funding an applicant can be awarded?

There is no maximum award amount for grant awards made under the FY 2018 SAFER Grant Program.

Can a department apply for both SAFER Grant categories - Hiring of Firefighters Activity and Recruitment and Retention of Volunteer Firefighters Activity?

Yes. However, departments interested in applying for both a Hiring of Firefighters Activity grant and a Recruitment and Retention of Volunteer Firefighters Activity grant must submit **two separate applications, one for each activity**. Each application will require its own unique narrative statement.

Are SAFER Grants “renewable” after the period of performance?

No. SAFER is a competitive/discretionary grant program. Program funds are not renewable and funding is only available to grant recipients during the period of performance associated with the award. Current or former grant recipients do not have a competitive advantage over applicants who have not previously received a SAFER Grant award.

Hiring of Firefighters Activity

Who is eligible to apply for funding in the Hiring of Firefighters Activity?

Career, combination, and volunteer fire departments may apply for funding in the Hiring of Firefighters Activity.

What are eligible expenses in the Hiring of Firefighters Activity?

Only the salary and associated benefits (actual payroll expenses) for the SAFER-funded positions are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, and contractually obligated.

Will the SAFER Hiring of Firefighters Activity pay for raises or increases to firefighter pay or benefits in years two and three?

No. The federal portion of grant funds for years one, two, and three is based on the usual annual cost of a first-year (i.e., entry-level) firefighter in your department at the time the grant application was submitted.

What are some ineligible expenses in the Hiring of Firefighters Activity?

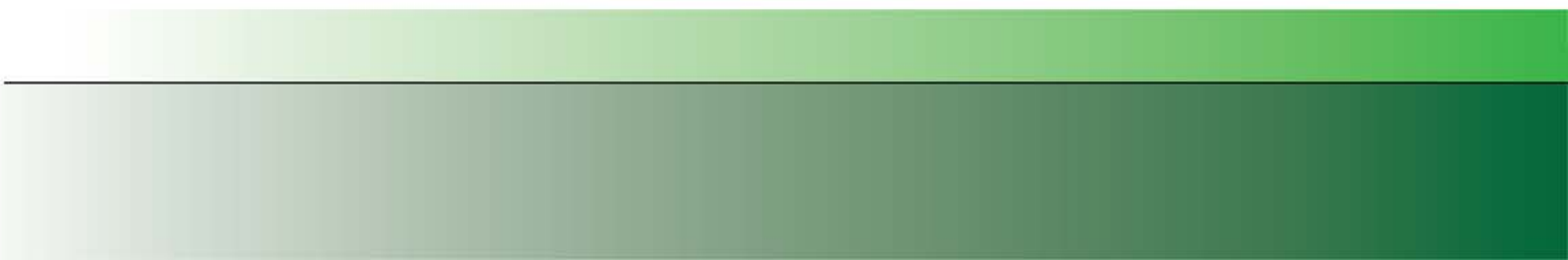
- The salaries and benefits of full-time firefighters who are employees at the time of grant award are ineligible to be funded under this grant.
- Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/medical exams, background checks, etc.), and indirect costs associated with hiring of firefighters.



Staffing for Adequate Fire & Emergency Response (SAFER) Grant

Analysis and Discussion

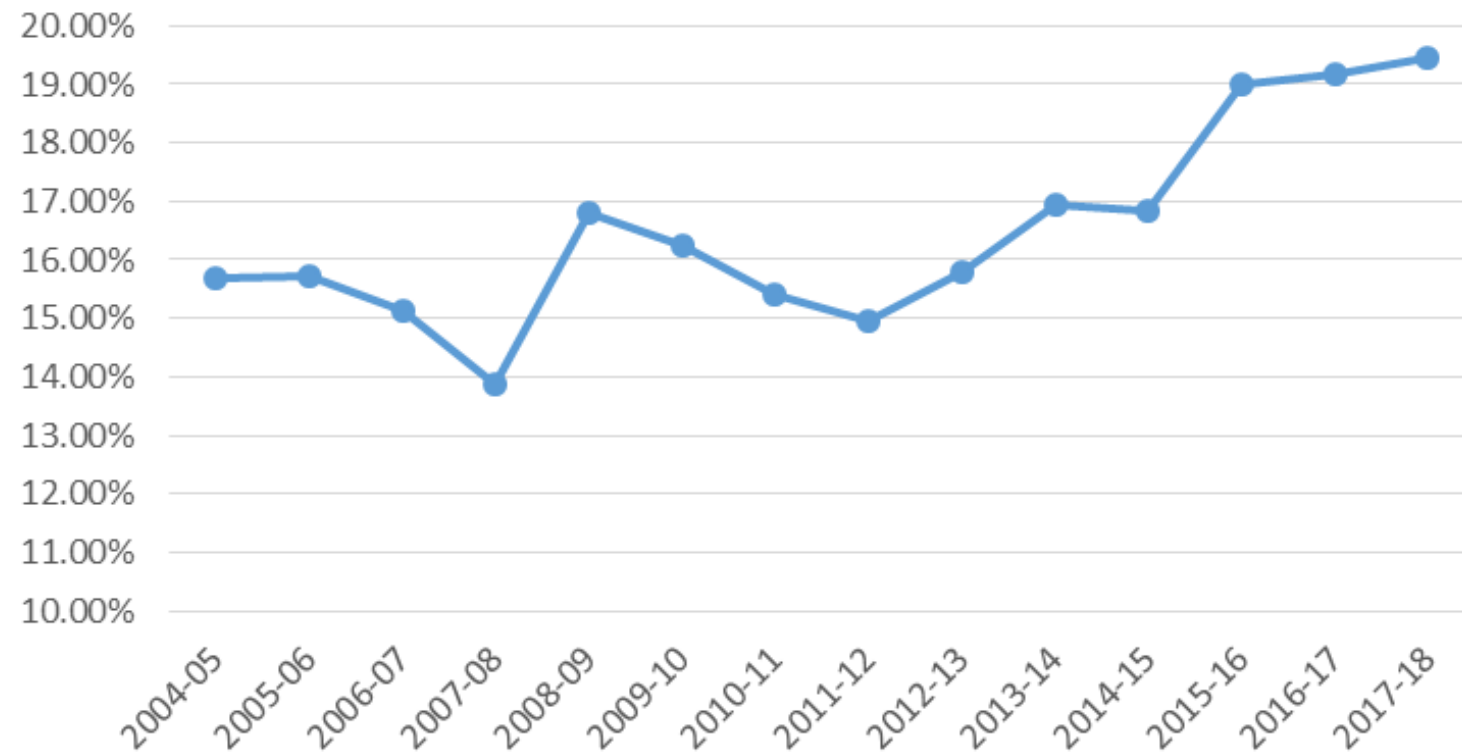
SAFER Grant

- Provides funding to assist fire departments in obtaining additional staffing
 - 3-year grant
 - Grant covers 75% of the personnel costs in years 1 & 2, 35% of cost in year 3
 - Grant does not cover any other costs such as PPE, uniforms and training
 - Taylor applied for three firefighters
 - **Application was submitted prior to the Property Tax Reform legislation**
- 
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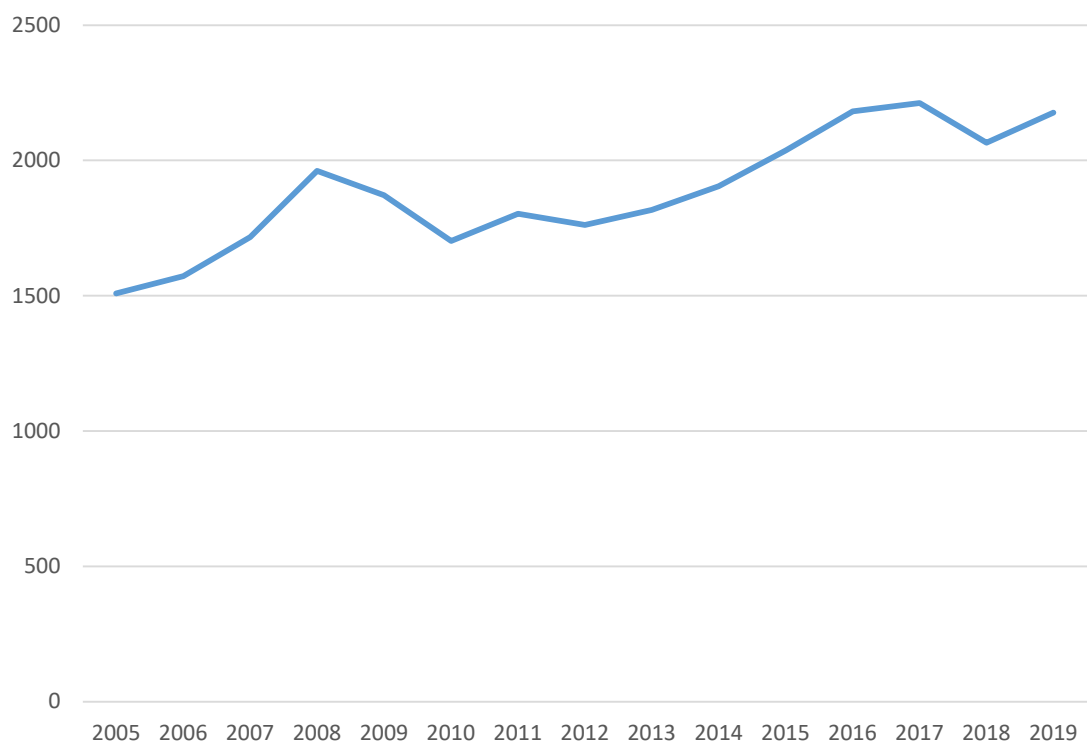
Scenario #1 – Current Work Schedule

	Year 1	Year 2	Year 3	Year 4
Personnel Cost	\$180,464	\$189,487	\$208,436	\$218,858
Equipment Cost	\$22,500			
Federal Share	\$135,348	\$140,684	\$65,652	\$0
City Share	\$67,616	\$48,803	\$142,784	\$218,858
TV	\$1,192,039,121	\$1,263,561,468	\$1,339,375,156	\$1,419,737,666
M&O Tax Rate	\$0.611551	\$0.611551	\$0.611551	\$0.611551
I&S Tax Rate	\$0.197664	\$0.197664	\$0.197664	\$0.197664
Estimate Total Tax Rate (rate is slightly below the de minimis rate)	\$0.809215	\$0.809215	\$0.809215	\$0.809215
Total Tax Revenue	\$9,501,467	\$10,071,555	\$10,675,848	\$11,316,399
M&O Tax Revenue	\$7,180,578	\$7,611,413	\$8,068,098	\$8,552,184
YOY M&O Tax Revenue Increase		\$430,835	\$456,685	\$484,086

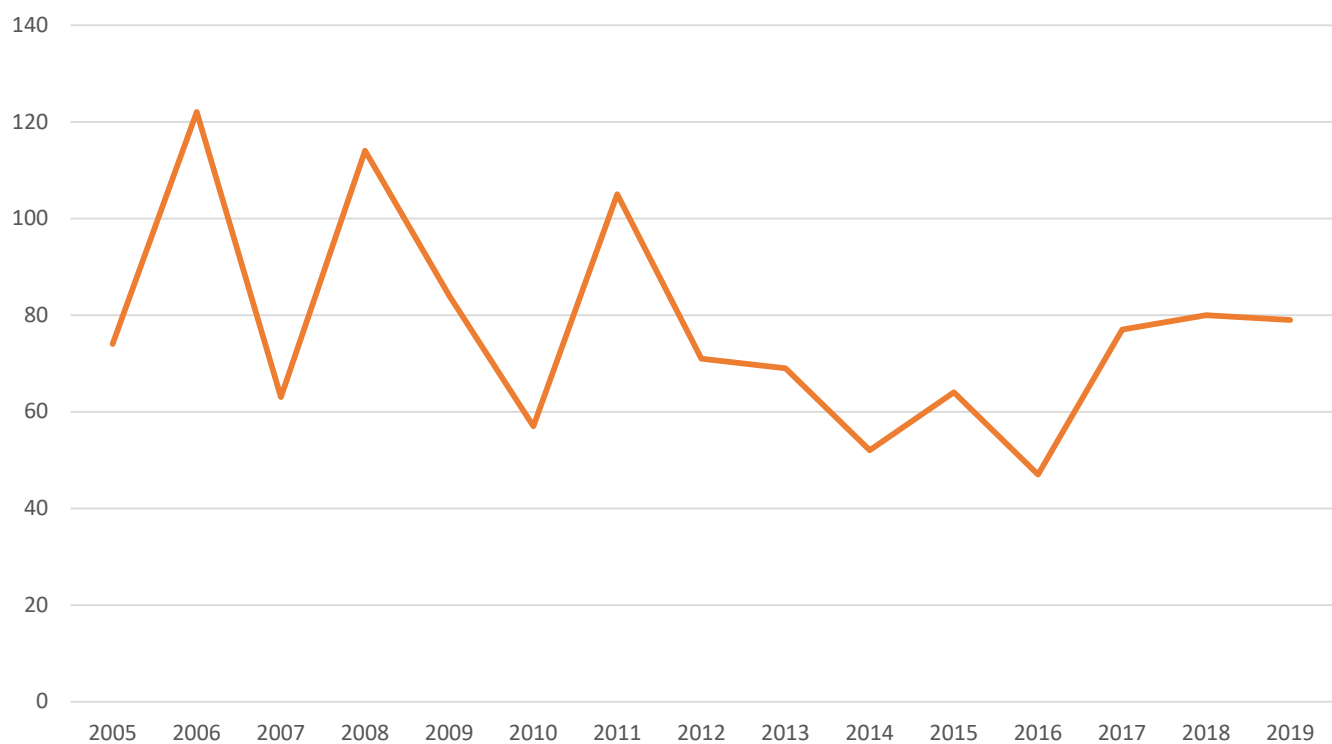
FD Budget as % of Gen Fund



Number of Emergency Responses

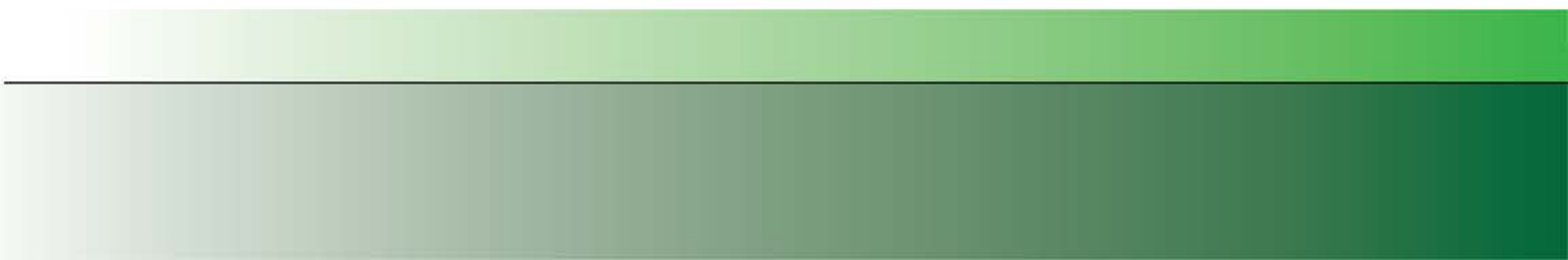


Number of Fires Extinguished

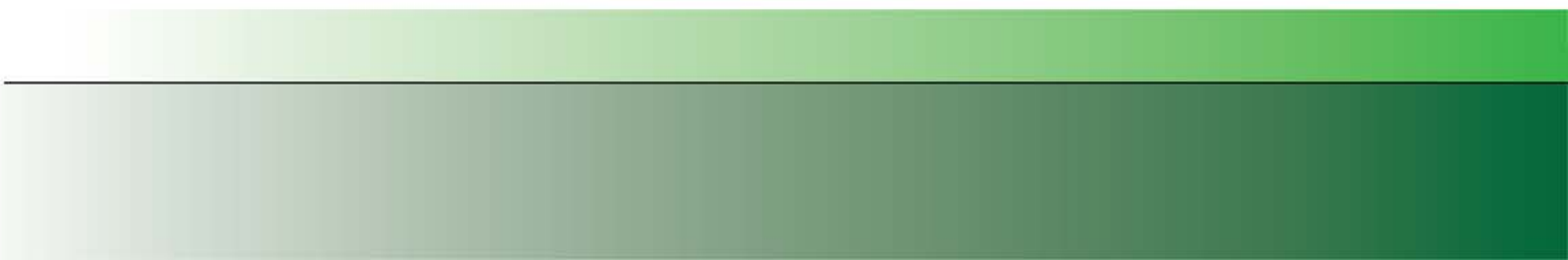


	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Emergency Responses	1509	1572	1717	1962	1871	1703	1803	1762	1817	1905	2037	2181	2212	2066	2177
Fires Extinguished	74	122	63	114	84	57	105	71	69	52	64	47	77	80	79
Inspections												272	220	228	268

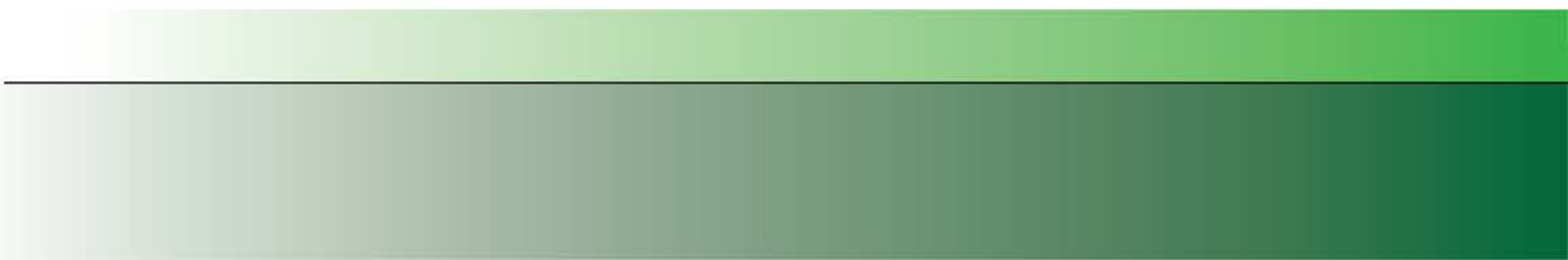
Financial Impact of Award

- SAFER grant represents an additional cost burden at the end of the grant period that could consume up to 45% of new M&O property tax revenues
 - Property Tax Reform limits the City's ability to raise additional revenue
 - Requires commitment of a large percentage of future revenues for three staff positions in one department
- 
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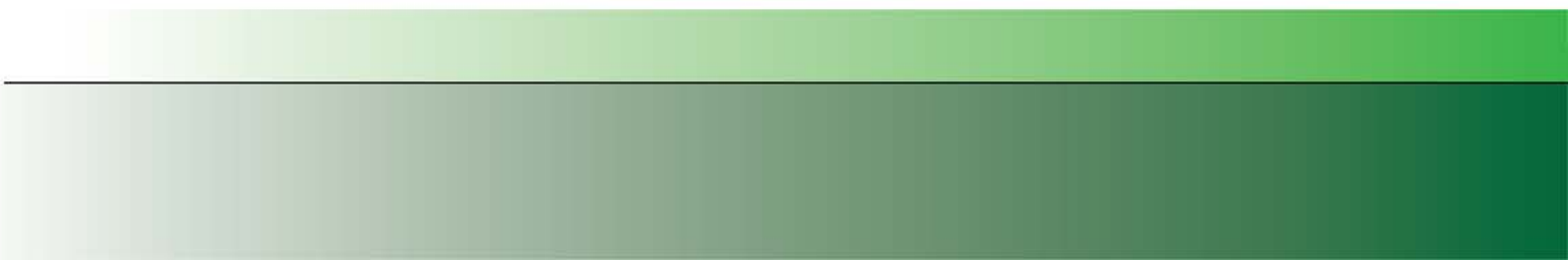
SAFER Grant – Chief's Thoughts

- Additional staffing is needed to move towards the recommended industry best-practice for staffing
 - The timing of the award notice is problematic for the following reasons:
 - the Fiscal Year 2020 budget was already prepared and submitted to City Council and does not include funding for the City's share of the grant
 - grant personnel must start by February 28, 2020
 - salary figures in the grant did not include the recently implemented COLA and increase in City retirement match to 2:1
 - Texas legislature has recently capped City revenue growth at 3.5% on existing values, severely limiting the City's ability to increase service levels
- 

SAFER Grant – Chief's Thoughts

- The City needs to take a comprehensive look at Fire Department staffing, facility, and equipment needs
 - Create a multi-year strategic plan to phase in the needed resources in a predictable manner
 - Work with a third party consultant to develop a standards of cover and staffing plan that is based on NFPA standards, GIS and traffic analysis, land use, zoning, and the City's comprehensive plan
 - This plan would provide a framework for ensuring that the Fire Department is able to meet the current and future needs of the community while being balanced with available fiscal resources
- 
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SAFER Grant – Staff Recommendation

- Staff recommends that the City reject the SAFER Grant award at this time
 - Grant was submitted prior to new property tax reform
 - Impact of property tax reform on future budgets is still uncertain
 - A comprehensive standard of cover and staffing plan should be completed prior to increasing staffing levels
 - This plan will provide a strategic framework for future department operations
 - Accepting award would limit available resources for future goals and objectives
- 
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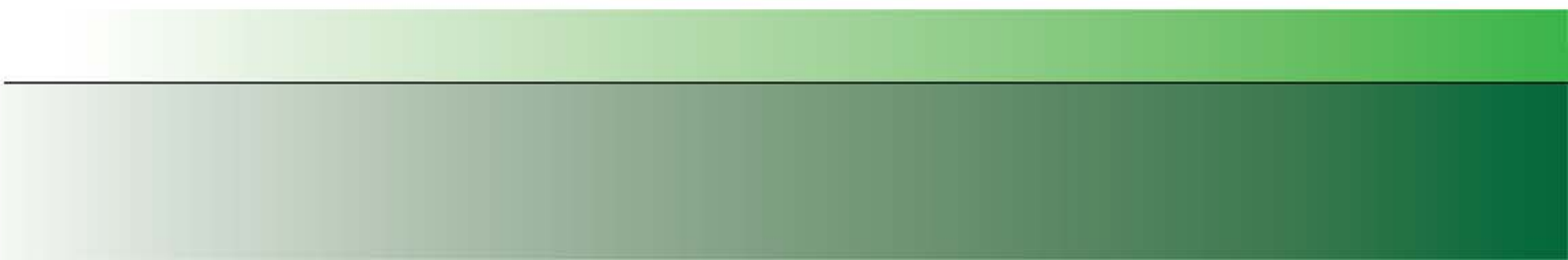
SAFER Grant – Q&A

Are there any penalties towards the City on any future SAFER grant application submittals should the City deny this grant award?

There is no penalty for rejecting the grant, however past grant history may be considered during any future grant application.

Is council action needed regarding the SAFER Grant award?

Council action is not required by FEMA/DHS. In the grant application it was stated that council approval would be requested should we choose to accept the grant.

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***City Council Meeting
October 24, 2019
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 13
Agenda Title: **Consider Resolution R19-23, Accepting conveyance of Memorial Stadium from TISD**

Council Action to be taken: Accept conveyance

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager
Mark Schroeder, Assistant City Attorney

1. PURPOSE/DESCRIPTION

This item would convey Taylor ISD's portion of Memorial Stadium to the City of Taylor for recreational use.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

Taylor ISD purchased the property that currently makes up a majority of Memorial Stadium from the 20 yard line toward the parking lot, 5.29 acres, in 1918. The City owns 1.82 acres of Memorial Field, while TISD owns the rest of the field.

In 2014 the City entered into a 50-year interlocal agreement with TISD to allow for the usage of the 1.82 acres for park land services for sports events and recreational services.

In 2017, Taylor ISD stopped using the field for High School Football games and started using the current stadium near the new High School. The City has used the fields for other football leagues in Taylor and members of the community have been using the tracks as well.

3. STAFF ANALYSIS (How and Why)

Taylor ISD will pass a resolution at their Board meeting on October 21, 2019 conveying approximately 5.29 acres located adjacent to city property in Murphy Park. (A copy of that resolution will be forwarded to Council once received.) Once the city accepts the property, then it must be used for a public park or other recreational use by the public. If it ceases to be used for those purposes, then the property would revert back to the ISD. Upon acceptance of the property by the city, a survey will be done so that an updated legal description can be inserted into the final form of the conveyance

deed. Additionally, any lease agreements between the ISD and the City will be terminated.

The city would gain the usage of the field house and storage building. The current staff discussion, for the usage, would be to continue to use the Stadium for football activities, track and explore additional recreational options. This is something that we could further look into during the Murphy Park Master Plan.

City would pay for the needed survey and additional costs would include legal, recording and filing fees to transfer the land.

4. RECOMMENDATION

Accept conveyance of the TISD owned portion of Memorial Field.

5. FUNDING SOURCE

N/A

6. TIMELINE

Would be conveyed once the survey is complete.

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

N/A

8. ATTACHMENTS

13a. [City of Taylor Resolution R19-23](#)

13b. [Maps of field area](#)

RESOLUTION R19-23

RESOLUTION OF THE TAYLOR CITY COUNCIL ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM THE TAYLOR INDEPENDENT SCHOOL DISTRICT Concerning Conveyance of Property to City of Taylor

WHEREAS, The Board of Trustees of the Taylor Independent School District (“District”) has determined that the real property generally described in attached Exhibit “A” (the “Property”) is not necessary for the construction of facilities to meet the current and foreseeable needs of the District for educational purposes;

WHEREAS, The Board of Trustees is authorized by Texas Local Government Code section 272.001(l) to donate or sell real property for less than fair market value to another political subdivision if:

- (1) the land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling political subdivision;
- (2) the donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and
- (3) the title and right to possession of the land or interest revert to the donating or selling political subdivision if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.

WHEREAS, the City of Taylor (“City”) has requested the Property for the City to (i) use to provide a public park or other recreational use by the public that will enhance the availability of recreation and leisure activities; and (ii) develop and maintain the property for such public purpose;

WHEREAS, the City of Taylor (“City”) has agreed to bear the costs associated with the conveyance of the property, including but not limited to costs of closing the transaction, so that the District does not incur any costs related to the donation;

WHEREAS, the proposed deed, attached hereto, contains language that provides for the title and right to possession of the land or interest to revert to Taylor ISD if the City ceases to use the land or interest in carrying out the public purpose described therein;

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

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.

2. That the City Council of the City of Taylor agrees to accept the conveyance of the Property from the Board of Trustees of the Taylor ISD for the purpose stated.

3. The final warranty deed with an updated legal description will be executed by the President of the Board of Trustees upon completion of a new survey of the Property by the City of Taylor. No further action will be required of either party upon passage of this Resolution.

PASSED, APPROVED, and ADOPTED on the 24th day of October, 2019.

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor, City of Taylor, Texas

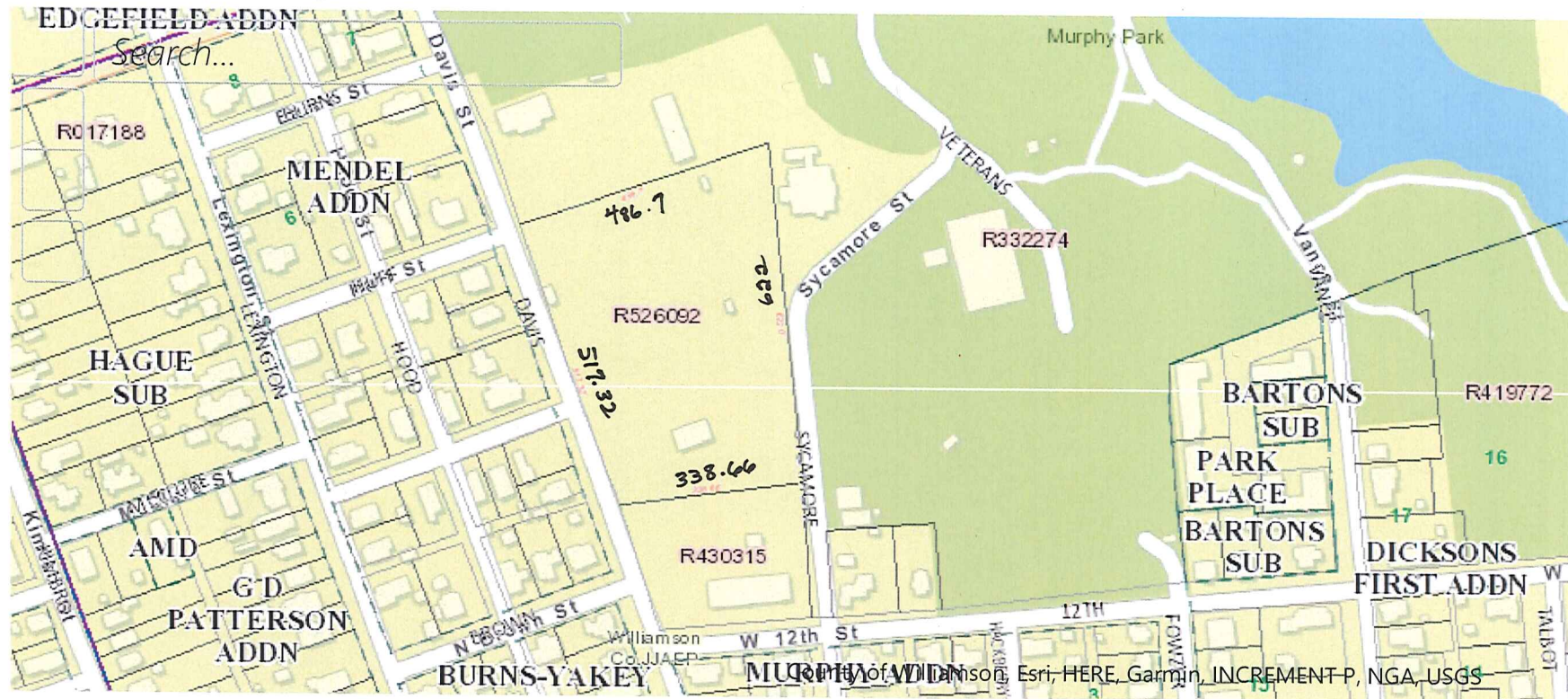
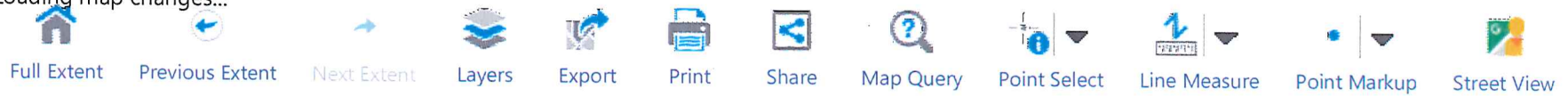
ATTEST:

Dianna Barker
City Clerk

APPROVED AS TO FORM:

Ted W. Hejl
City Attorney

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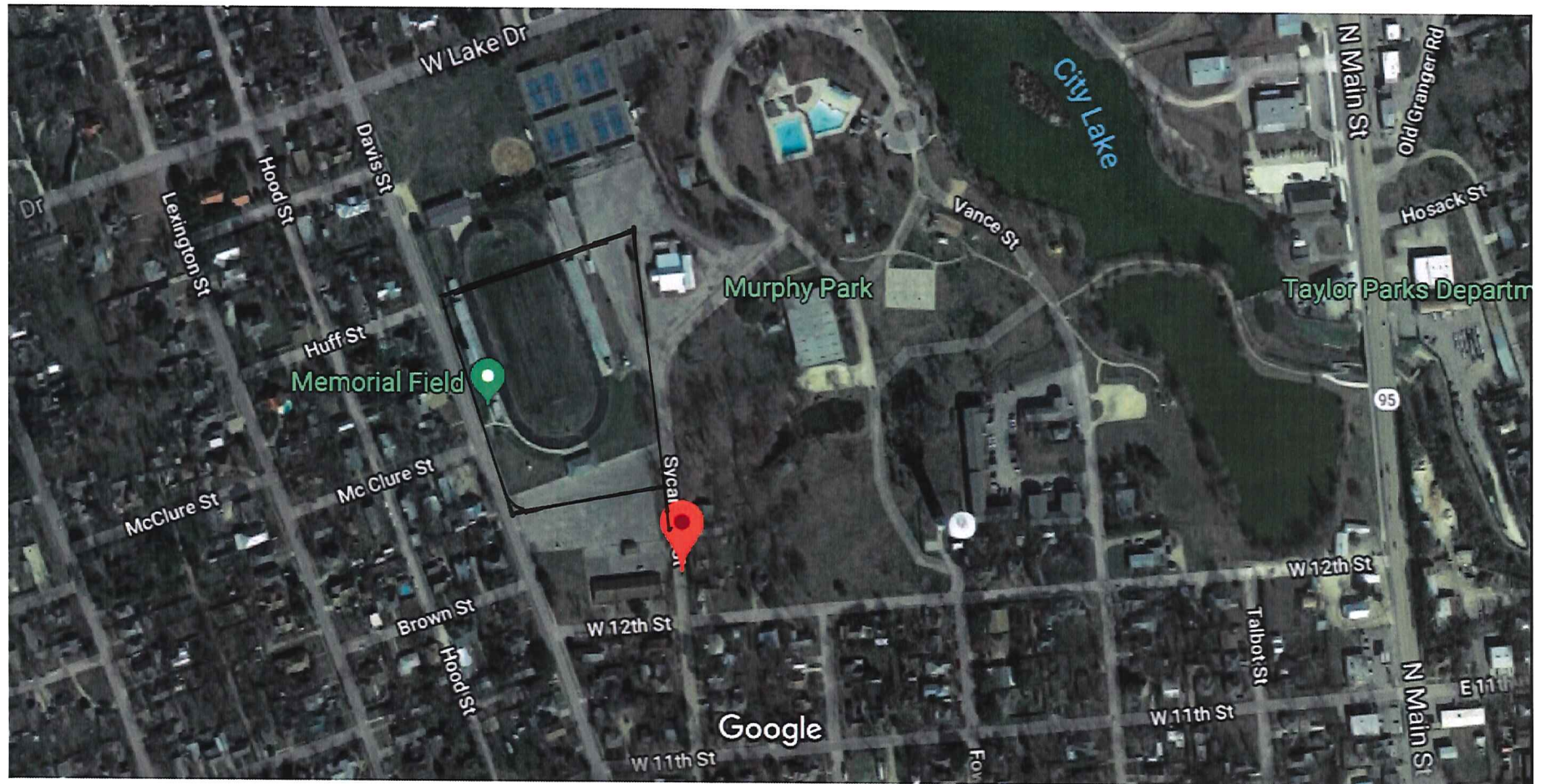
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Imagery ©2018 Google, Map data ©2018 Google 200 ft



City Council Meeting October 24, 2019 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 14
Agenda Title: **Consider rescheduling previously cancelled Council meeting dates in November and December**

Council Action to be taken: Consider Council meeting dates in November & December

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

This agenda item is to obtain guidance from the City Council on meeting dates in November, and December.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

At the September 12th Council meeting, Council considered whether to cancel or reschedule one regularly scheduled meeting date in October, November, and December.

In October, the first meeting date (October 10th) conflicted with the TML Conference.
In November, the second meeting date (November 28th) falls on Thanksgiving Day.
In December, the second meeting date (December 26th) falls the day after Christmas.

Council moved to cancel the three conflicting meeting dates listed above, reschedule the October 10th meeting to October 17th, and requested staff look ahead at future agendas and bring this issue back to Council to determine if additional meetings need to be scheduled during November and December. The concern from Council was the shortage of meetings in October, November, and December might cause the agendas in January to be excessive.

3. STAFF ANALYSIS (How and Why)

Currently the draft agenda for November 14th has 15 items, 8 of which are action items.
The draft agenda for December 12th has 16 items, 8 of which are action items.
The draft agenda for January 9, 2020 has 6 items, 1 of which is an action item.

4. RECOMMENDATION

Staff feels that the agenda load for November and December can be comfortably handled with only one meeting each month, not causing the January meetings to become overloaded.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

Reschedule the November 28th and December 26th regularly scheduled Council meetings to other dates during the respective month.

8. ATTACHMENTS

14a. [Power Point](#)



City Council Meeting Dates

October 24, 2019

**Discuss and consider City Council meeting dates in November, and
December**



For November & December 2019, Council's discretion to:

- *Cancel* and only have one Council meeting in November & December; or
- *Reschedule* the Council meeting to another day during each month.

Historically Council has chosen to only have one meeting during each month.



- Currently the draft agenda for November 14th has 16 items, 9 of which are action items.
- The draft agenda for December 12th has 16 items, 8 of which are action items.
- The draft agenda for January 9, 2020 has 6 items, 1 of which is an action item.

November

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11 Closed Veterans Day	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28 -----Thanksgiving-----	29	30

December

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	----- Christmas -----			