AGENDA

CITY OF TAYLOR, TEXAS

CITY COUNCIL MEETING

CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

OCTOBER 24, 2024, 6:00 PM

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

- Friends of the Library proclamation

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

1. Consider approval of the minutes from the September 26, 2024, regularly scheduled Council meeting and the October 17, 2024, special called Council meeting. *Lucy Aldrich*
2. Concur with Monthly Financial Report for August 2024. *Jeff Wood*
3. Consider approval of Ordinance 2024-43 regarding a request for an Infill Neighborhood Plan generally located at 215 Commercial Drive. *Scott Dunlop*
4. Consider approval of Ordinance 2024-44 regarding a request for an amendment to the Neighborhood Plan referred to as Davis Tract Phase 2, generally located west of Backwood Pass. *Scott Dunlop*
5. Consider approval of Resolution R24-27 appointing the City Manager as administrator of the HOME Program. *Tom Yantis*
6. Consider approval of a purchase order Dell Financial Services for the purchase of replacement computers approved in the FY24-25 Budget. *Nicole Oman*
7. Consider approval of the purchase of General Fund Fleet for the Fire Department, Police Department, Animal Control, Streets and Grounds, and Parks and Recreation approved in the FY24-25 Budget. *Nicole Oman*

8. Consider approval of the purchase of Enterprise Fund Fleet for Utility Administration, Utility Maintenance, Waste Water Treatment Plant, and Cemetery approved in FY24-25 Budget. *Nicole Oman*

9. Consider approval of Amendment No.3 to the agreement for additional construction phase engineering services with HDR, Inc., for grant funded mitigation projects. *Jim Gray*

10. Consider approval of an Interlocal Agreement regarding the participation of the City of Taylor and Williamson County in the design and construction costs related to the Corridor A2 Project. *Jeffery Jenkins, Jacob Walker*

11. Consider approval and issuance of a Purchase Order for hydraulic modifications at the Mustang Creek Wastewater Treatment Plant. *Jim Gray, Jacob Walker*

PUBLIC HEARINGS / ORDINANCES

12. Hold a public hearing and introduce Ordinance 2024-45 regarding a request to allow an Infill Neighborhood Plan generally located at 1120 W. Lake Drive, to modify permitted building types and heights within the P3: Neighborhood Place Type, legally described as approximately 1.24 acres of land situated in Hague Heights, Block One, Lots 8 through 13, more particularly described by the Williamson Central Appraisal District Parcel R017151, Taylor, Williamson County, Texas. *Scott Dunlop*

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

13. Receive update on the Downtown Master Plan. *Tom Yantis*

14. Consider an agreement for Fiber Internet Services from Astound Business Solutions and authorize the City Manager to execute the agreement. *Nicole Oman*

15. Consider appointments to the Civil Service Board, Parks & Recreation Advisory Board, Public Arts Advisory Board, and Tree Advisory Board. *Lucy Aldrich*

16. Consider awarding the Mustang Creek Drainage Improvements construction contract to Ranger Excavating and allowing the City Manager to execute all necessary documents. *Jim Gray, Jacob Walker*

17. Consider Task Order 59 with HDR Engineering for the design of the Tammi Lane Sewer Replacement. *Jim Gray, Jacob Walker*

18. Receive update on 2024 Street Maintenance Update and Striping Alternatives *Jim Gray, Jacob Walker*

EXECUTIVE SESSION

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).

a. Project Ford

b. Taylor Station Development Agreement
c. Project Spear

Reconvene into open session and take any action.

ADJOURN

I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on October 21, 2024 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted by: *Lucy Aldrich* Date: October 21, 2024

Proclamation

National Friends of Libraries Week
Friends of the Taylor Public Library

Whereas, Friends of the Taylor Public Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much needed equipment & supplies, support for children's summer reading, and special events throughout the year; and

Whereas, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

Whereas, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services; and

Whereas, the Friends' gift of their time and commitment to the Taylor Public Library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community.

Now, therefore, I, Dwayne Ariola, Mayor of the City of Taylor, do hereby proclaim the week of October 20-26, 2024, as:

Friends of Libraries Week in the City of Taylor, Texas,

and urge everyone to join the **Friends of the Library** and thank them for all they do to make our library and community so much better.

Signed this 24th day of October 2024.

_____

Dwayne Ariola, Mayor
City of Taylor

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 1.

Agenda Title: **Consider approval of the minutes from the September 26, 2024, regularly scheduled Council meeting and the October 17, 2024, special called Council meeting.**

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

Department Submitted: City Clerk

Staff Contact: Lucy Aldrich, City Clerk

1. PURPOSE / DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

NA

3. PROS and CONS

PROS	CONS
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. September 26, 2024 City Council Meeting Minutes
2. October 17, 2024 Special Called meeting

City of Taylor
Regularly Scheduled City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
September 26, 2024 at 6:00 p.m.

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

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

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

Absent: Dwayne Ariola

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

- **Fire Prevention Week proclamation**
  Councilmember Anderson read the proclamation and presented it to Chief Baum.

- **National Night Out proclamation**
  Councilwoman Cobb read the proclamation and presented it to Chief Fluck.

- **Hispanic Heritage Month proclamation**
  Mayor Pro-Tem Cmerek read the proclamation and presented it to Mr. Gumi Gonzales.

City Clerk, Dianna McLean introduced new City Clerk, Lucy Aldrich.

CITIZENS COMMUNICATION

Speaking for Esmeralda Gonzalez, Pam Harper – concerned about the homeless.
Rick Von Pfeil – concerned about rocks as landscaping weapons.

BOARDS & COMMISSION PRESENTATION

1. **Library Advisory Board update.**
   Sheon Corley, Board Chairman – gave a presentation on the current and future activities, policies and grants.

   Motion was made by Councilmember Garcia to receive the Library Advisory Board update as presented. Motion was seconded by Councilmember Anderson. Motion carried unanimously.

CONSENT AGENDA

2. **Approve minutes from the September 12, 2024 regular Council Meeting.**
3. **Consider Ordinance 2024-38 Establishing Fees for City Services for Fiscal Year 2025.**
4. **Consider TML Region 10 Director Election Ballot Vote from the City of Taylor.**

5. **Consider TML Intergovernmental Risk Pool Board of Trustees Election Ballot Vote from the City of Taylor.**
6. **Consider the Amended and Restated Cooperative Agreement with Williamson County and Cities Health District.**
7. **Consider approving resolution R24-26 awarding a contract for HOME Program management services to Langford Community Management Services.**

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

PUBLIC HEARING/ORDINANCES

8. **Hold a public hearing and introduce Ordinance 2024-43 regarding a request for an Infill Neighborhood Plan generally located at 215 Commercial Drive.**
Scott Dunlop, Development Services Director - explained that the request is to allow for multifamily, single-family attached, and civic spaces in the P5 – Urban Center Place Type. The proposed plan is consistent with the intended Place Type development of the surrounding area. The Planning and Zoning Commission recommended approval of the Infill Neighborhood Plan.
Mayor Pro-Tem Cmerek opened the public hearing at 6:33 p.m.
Jarrett Wood with the development team spoke in support and was available to answer questions and provide additional information.
The public hearing was closed at 6:35 p.m.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2024-43
AN ORDINANCE APPROVING AN INFILL NEIGHBORHOOD PLAN REFERRED TO AS 215 COMMERCIAL DRIVE GENERALLY LOCATED AT 215 COMMERCIAL DRIVE, LEGALLY DESCRIBED AS LAKE AIRE SUBDIVISION, BLOCK ONE, NORTHERN PART OF LOT ONE, APPROXIMATELY 4.68 ACRES, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R048754, TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

First reading. No action was taken.

9. **Hold a public hearing and introduce Ordinance 2024-44 regarding a request for an amendment to the Neighborhood Plan referred to as Davis Tract Phase 2, generally located west of Backwood Pass.**
Scott Dunlop, Development Services Director - explained that the request is for a Neighborhood Plan with a mix of residential (single-family detached, large multifamily), nonresidential (commercial on ground floors and hotel) and civic space uses in the P4: Mix and P5: Urban Center Place Types. The proposed plan is consistent with the intended Place Type development of the surrounding area. The Planning and Zoning Commission recommended approval of the proposed Neighborhood Plan.

Mayor Pro-Tem Cmerek opened the public hearing at 6:42.
Steven Tinnin with the development team spoke in support and was available to answer questions and provide additional information.
The public hearing was closed at 6:45 p.m.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2024-44

AN ORDINANCE REPEALING AND REPLACING DAVIS TRACT PHASE TWO NEIGHBORHOOD PLAN, ORDINANCE 2024-01, GENERALLY LOCATED WEST OF BACKWOOD PASS, LEGALLY DESCRIBED AS APPROXIMATELY 99 ACRES OF LAND PART OF AND OUT OF THE JAMES C. EAVES SURVEY, ABSTRACT NO. 533, AND GEORGE M. REESE SURVEY, ABSTRACT NO. 214, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019951, R019181, AND R019651, TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

10. **Receive the Chamber of Commerce Report and the Hotel Occupancy Tax Budget presentation.**
Tia Stone, Chamber of Commerce President – gave a presentation on the Chamber's HOT budget and an update on tourism.

Motion was made by Councilmember Garcia to receive the Chamber of Commerce report and HOT budget as presented. Motion was seconded by Councilwoman Cobb. Motion carried unanimously.

11. **Consider renewal of the Publicity and Tourism Agreement with the Taylor Chamber of Commerce.**
Jeff Jenkins, Deputy City Manager – presented the agreement which provides funding to the Chamber from HOT funds it is used to provide grants for organizations offering tourism-based events.

Motion was made by Councilmember Garcia to Renew the Chamber Tourism Agreement as presented. Motion was seconded by Councilmember Anderson. Motion carried unanimously.

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

Motion was made by Councilmember Garcia to receive the Langford Community Management Services and HDR Engineering grant update as presented. Motion was seconded by Councilmember Anderson. Motion carried unanimously.

13. **Consider Task Orders 56, 57 and 58 with HDR Engineering, Inc., and enter into an Interlocal Agreement with Taylor Economic Development Corporation for reimbursement.**
Brian LaBorde, City Manager – presented Task Orders 56, 57, and 58 with HDR Engineering; and an Interlocal Agreement with TEDC that provides for TEDC reimbursing the city on the task order expenses along with the costs to construct Phase 1 of the Hwy 79 sewer project.

Motion was made by Councilmember Garcia to approve Task Orders 56, 57, & 58 and the Interlocal Agreement with TEDC as presented. Motion was seconded by Councilmember Anderson. Motion carried unanimously.

Councilmember Garcia recognized City Clerk Dianna McLean for her service to the City of Taylor.

ADJOURN
With no further business Mayor Pro-Tem Cmerek declared the meeting adjourned at 7:28 p.m.

_____
Mayor Pro-Tem Kelly Cmerek

ATTEST:

_____
Lucy Aldrich, City Clerk

City of Taylor
Special Called City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
October 17, 2024 at 6:00 p.m.

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

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

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Lucy Aldrich, City Clerk

CITIZENS COMMUNICATION

Elizabeth Ashabranmer asked City Council to make upgrades to the Animal Shelter presented in the CIP a priority.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

1. **CIP Workshop for the 2025 Debt Issue.**
   Jeff Wood, Chief Financial Officer introduced Jennifer Ritter of Specialized Public Finance, Inc. She gave a presentation on the role of debt in municipal financing.
   Jacob Walker of HDR presented additional information on the preliminary debt-funded improvement projects that were presented during the budget development process along with other projects that have been identified since budget discussions.
   During discussions, City Council directed staff as follows:
   - Accept street maintenance as presented.
   - Add a sidewalk project along the east side of N. Main Street near Carlos G Parker Blvd to enhance pedestrian access across N. Main Street. The proposed budget for the Downtown Master Plan Streetscape Project should be reduced to reflect the cost of the new sidewalk project.
   - Accept drainage improvements as presented prioritizing Debus Drive over Otis Street.
   - Accept Parks Master Plan Update as presented.
   - Prioritize facilities with $20 million debt issuance: 1.) Public Works facility Option 2 (1403 Welch Street); 2.) Fire Station 2 renovations; do not include Fire Station 1 renovations or the Animal Shelter HVAC update.
   - Prioritize facilities with $25 million debt issuance: 1.) Public Works facility Option 2 (1403 Welch Street); 2.) Fire Station 2 renovations; 3.) Fire Station 1 renovations; do not include the Animal Shelter HVAC update.
   - Accept other obligated funds as presented.

   Motion was made by Councilor Anderson to receive the CIP 2025 Debt Issue presentation as presented and directed staff to move forward with the identified projects as discussed. Motion was seconded by Councilwoman Cobb. Motion carried 4 to 1, with Mayor Pro Tem Cmerek in opposition.

ADJOURN
With no further business Mayor Ariola declared the meeting adjourned at 8:37 p.m.

_____
Dwayne Ariola, Mayor

ATTEST:

_____
Lucy Aldrich, City Clerk

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Economic Vitality

Agenda Item Number: 2.

Agenda Title: **Concur with Monthly Financial Report for August 2024.**

Council Action to be Taken: Approve by Consent

Department Submitted: Finance

Staff Contact: Jeff Wood, Chief Financial Officer

1. PURPOSE / DESCRIPTION

Article 12, Section 12.3 of the City of Taylor's Charter states in part that the City Manager shall prepare and submit to the City Council a written monthly financial report that is in a form satisfactory with the City Council. This report is intended to satisfy the Charter requirement.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Council has approved previous monthly financial reports by consent.

To better accommodate the new agenda software, staff has included the summary that was previously part of the transmittal letter for this item at the beginning of the monthly report.

3. PROS and CONS

PROS	CONS
• Monthly financial reports provide Council with a snapshot of each fund along with a summary of the financial activity that occurred during the month. • Updated financial information can assist Council with their decision-making process.	•

4. RECOMMENDATION

Concur with the preliminary monthly financial report by consent.

5. FUNDING SOURCE

NA

6. TIMELINE

Immediate Consideration

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. Monthly Financial Report 08.2024

Monthly Finance Report as of :

August 2024

City of Taylor
400 Porter Street
Taylor, TX 76574

Monthly Financial Report Summary for August 2024

The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of August 31, 2024:

General Fund:

The General Fund is used to account for all financial transactions not properly includable in other funds. The principal sources of revenues include local property taxes, sales and franchise taxes, licenses and permits, fines and forfeitures, and charges for services. Expenditures include general government, public safety, public works, culture and recreation, and community development.

- Revenues in the General Fund are up by $4,436,119 or 14% over last fiscal year-to-date. The majority of revenue collected in August was received through property tax and sales tax. Revenues YTD are 111% of the budgeted amount.

- Property tax collections amount to $7,830,608 through August. The amount collected represents approximately 98% of budgeted property tax revenues. The timing of individual tax payments can vary year-over-year so comparisons to previous years should keep such fluctuations in mind.

- The City's portion of the total sales tax collection is $20,595,256 through August, up by $4,742,306 or 30% when compared to this same time last year. Included in this total is the property tax reduction portion that is being reserved to offset the reduced property tax revenues in FY 2025. This reserved amount accounts for approximately 60% of the surplus shown YTD in the General Fund. The payment received in August represents sales that occurred in June. August revenues were lower than the previous year but more than budgeted.

- Expenditures in the General Fund are higher by $2,753,040 or 11% compared to expenses last fiscal year-to-date. Expenditures of 86% of budget are at a normal level.

- It should be noted when reviewing the level of revenues over expenditures that the majority of budgeted revenues are received in the first half of the year, while expenditures are dispersed more evenly throughout the year. It is common to show a significant budget surplus at mid-year that will regularly decrease over the last six months.

Special Revenue Funds;

The City accounts for resources restricted to, or designated for, specific purposes in special revenue funds.

- The TIF #1 Fund receives the annual transfer from the City and the County for the captured taxes collected in the district in April or May of each year. The revenue reported for August

is interest earned. The expenditures budgeted for this fiscal year are related to the debt service payments, grants, administrative expenses, downtown master planning and landscape maintenance.

- Hotel Occupancy Tax collections from the lodging providers are recorded monthly, but the 380 Agreement payment is distributed quarterly. The timing of the 380 Agreement payment can skew the monthly report and result in the fund being reflected in a more positive position than is actually the case.

  Hotel Occupancy Tax of $28,884 was collected in August. August's collection was $3,386 less than August 2023, and fiscal year-to-date HOT collections are $36,141 (112%) more than FY 2022-23.

  Expenditures consist of a pass through to the Chamber, but will also include expenditures for our marketing agreement, 380 Agreement, and a transfer to the Main Street Fund to be used for advertising.

- Main Street revenues reported during the year are from sales and other fund-raising activities. Expenditures are for rental assistance, advertising, city sponsored events and façade grants.

- Municipal Court Special Revenues are budgeted at $12,850 and current revenues total 200% of budget. Expenditures from this fund are for security work and technology at the Municipal Court.

- Library Donation Fund reflects revenues generated from interest income and donations.

- Transportation User Fee (TUF) Fund – User fees collected in August are reported at $72,395. Expenditures are associated with wage and benefit costs, engineering costs, equipment costs and the cost of materials for street maintenance.

- Municipal Drainage Utility System (MDUS) Fund – Drainage fees collected in August are reported at $55,627. Expenditures are related to wage and benefit costs, engineering costs, and equipment costs.

Enterprise Funds:

The City maintains several Enterprise funds, which are used to account for operations that are more reflective of business-type activities. All activities associated with providing such services are accounted for in these funds. Enterprise funds are primarily funded by user charges and fees.

Sanitation Fund

- Revenues from franchise fees and user charges for services are reported at $2,168,920. The City contracts its solid waste collection service and expenditures represent the payment to the City's solid waste provider. Fiscal year-to-date cost for solid waste collection services is $1,997,269.

Utility Fund

- Revenues through August totaled $14,875,645, which includes $14,563,649 in charges for service. User charges are up $2,617,379 compared to the same period last year. Expenditures fiscal year-to-date total $13,555,201 compared to $11,661,797 a year ago. Year-to-year comparisons in the Utility Fund reflect differences in billing and usage, and such differences can be caused by several factors that can vary throughout the year. This should be kept in mind when comparing individual time periods.

- The Utility Fund is operating at a normal level when compared to budgeted amounts for this period of the fiscal year, with revenues exceeding expenditures by $1,320,444.

Airport Fund

- Revenues consist of airport hangar rental, sale of fuel and interest income. Hangar rental is reported at $280,457 and revenues from fuel sales are $89,950. Fuel sales are limited by the ongoing project to replace the fuel farm.

- The Airport Fund is operating above budget with expenditures exceeding revenues by $421,592. However, this includes a $300,000 grant match that is paid with existing bond funds and the ongoing fuel farm construction project that is grant reimbursed by TxDOT.

Cemetery Fund

- Revenues are reported at $279,017 and are 73% of budgeted amounts. Revenues are dependent on the number of lots sold and graves dug, and these sources can be variable.

- Expenditures of $296,233 represent 54% of budgeted amounts.

- Expenditures exceed revenues by $17,217, but this amount excludes any interfund administrative fee transfer.

Other Funds:

- Roadway Impact Fund – There was $152,062 in revenue collected in August. There are no budgeted expenditures in this fund for FY 2024.

- Utility Impact Fund – There was $558,208 in revenue collected in August. Expenditures are budgeted for improvements to the sewer lift station located near the airport.

Internal Service Funds:

Internal Service Funds are an accounting device used to accumulate and allocate costs internally amoung the City's various functions. The City uses internal service funds to account for the maintenance and purchase of equipment.

- The Fleet Operating Fund charges rental fees and replacement fees to the various City departments and these fees are used to off-set the expenditures for repairs and maintenance to the City's vehicles. This same concept is applied to the Fleet Replacement Fund for the purpose of purchasing vehicles.

- Expenditures in the Fleet Operating Fund are operating as anticipated.

- The Fleet Replacement Fund reflects expenditures that includes capital lease payments for purchases are made either monthly, quarterly or annually throughout the year. Expenditures also reflect cash purchases for equipment and vehicles made on behalf of the other funds.

Monthly Investment Report

- The Monthly Investment Report from our investment consultant covers the period of August 1 – August 30. This report reflects the coordinated efforts of City staff and Meeder (Patterson & Associates) to manage the City funds that are not immediately needed for operational purposes. The report shows the average yield obtained on the City's funds was 5.37% during the reporting period. The portfolio remains heavily invested in our liquid, pooled accounts and other short-term investments that are advantageous with the current inverted yield curve. We continue to monitor the interest rate environment and will adjust the portfolio's weighted average maturity as needed.

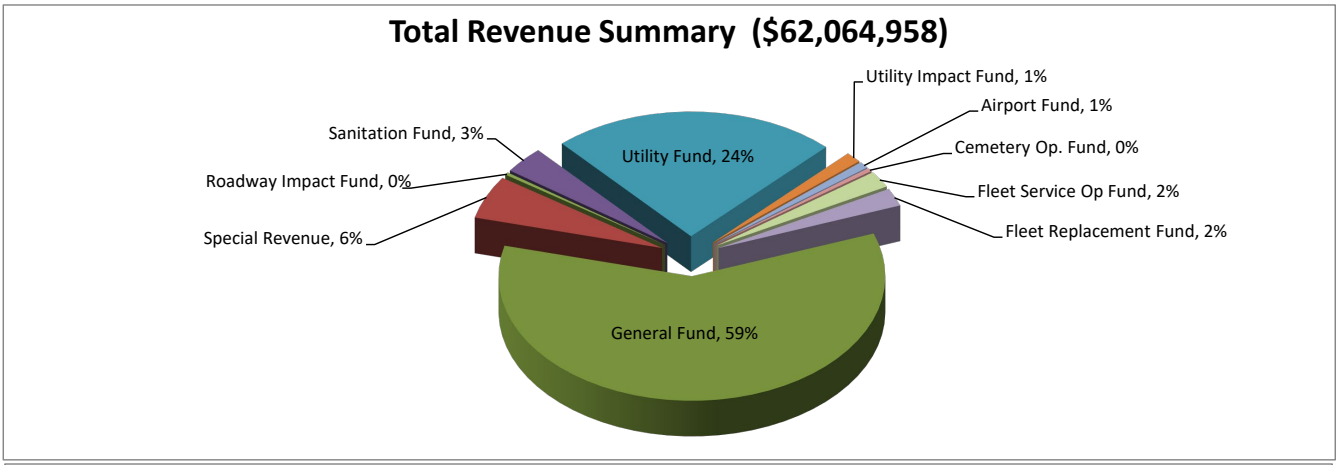
Attachment A

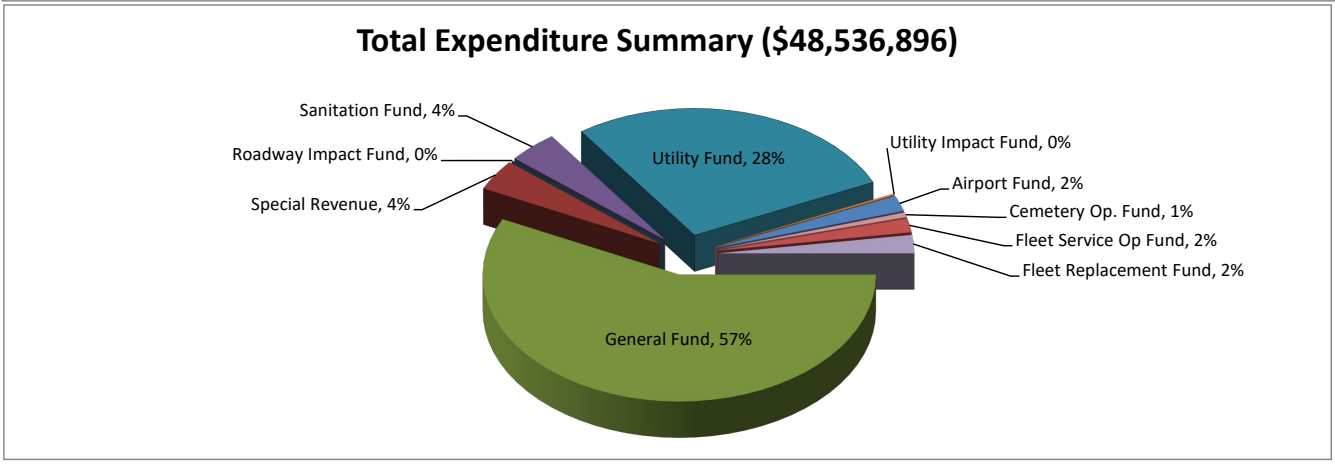
Financial Summary

Summary Revenue/Expenditures

Preliminary Year-to-Date as of August 31, 2024

	Revenue			Expenditures			
	Annual Budget	Actual Y-T-D	% of Budget	Annual Budget	Actual Y-T-D	% of Budget	Surplus/Deficit
General Fund	$ 31,533,176	$ 36,923,073	117%	$ 32,153,364	$ 27,763,272	86%	9,159,801
Special Revenue Funds							
- Tax Increment Fund (TIF) #2	$ 500,000	$ 540,537	108%	$ 523,300	$ 28,000	5%	512,537
- Tax Increment Fund (TIF) #1	880,000	$ 965,293	110%	834,709	$ 701,154	84%	264,139
- Hotel/Motel Tax	310,000	$ 337,526	109%	296,000	$ 253,744	86%	83,782
- Main St. Revenue	188,700	$ 136,531	72%	250,246	$ 140,314	56%	(3,783)
- Municipal Court Sec/Tech	12,850	$ 25,744	200%	31,642	$ 8,185	26%	17,559
- Library Grants/Donations	5,000	$ 28,823	576%	11,084	$ 18,953	171%	9,870
- Transportation Fund (TUF)	860,000	$ 814,677	95%	858,993	$ 455,242	53%	359,435
- MDUS	563,500	$ 614,405	109%	549,398	$ 290,753	53%	323,651
Special Rev Funds Total	**$ 3,320,050**	**$ 3,463,535**	**104%**	**$ 3,355,372**	**$ 1,896,345**	**57%**	**1,567,190**
Enterprise Funds							
- Sanitation Fund	$ 2,167,000	$ 2,168,920	100%	$ 2,159,200	$ 1,997,269	93%	171,651
- Utility Fund	16,606,500	$ 14,875,645	90%	16,422,681	$ 13,555,201	83%	1,320,444
- Airport Fund	946,000	$ 536,780	57%	1,013,495	$ 958,372	95%	(421,592)
- Cemetery Op. Fund	381,500	$ 279,017	73%	553,187	$ 296,233	54%	(17,217)
Roadway Impact Fund	$ 80,000	$ 208,858	261%	$ -	$ -	0%	208,858
Utility Impact Fund	$ 425,000	$ 848,439	200%	$ 300,000	$ 85,026	28%	763,413
Fleet Service Operating Fund	$ 1,339,600	$ 1,332,579	99%	$ 987,782	$ 852,978	86%	479,601
Fleet Replacement Fund	$ 2,088,852	$ 1,428,113	68%	$ 2,088,852	$ 1,132,201	54%	295,912
Total	**$ 58,887,678**	**$ 62,064,958**	**105%**	**$ 59,033,933**	**$ 48,536,896**	**82%**	**13,528,062**





Attachment B

Financial Statements by Fund

General Fund
Tax Increment Financing Funds
Hotel Occupancy Tax Fund
Main Street Fund
Municipal Court Special Fee Fund
Library Grant/Donations Fund
Roadway Impact Fee Fund
Transportation User Fee Fund
Municipal Drainage Utility System Fund
Sanitation Fund
Public Utilities Fund
Utility Impact Fund
Airport Fund
Cemetery Operating Fund
Fleet Services Operating Fund
Fleet Replacement Fund

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

100-GENERAL FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	23,173,000.00	1,193,642.39	29,268,604.37	126.30	0.00	(6,095,604.37)
320-PERMITS AND LICENSES	1,202,000.00	148,641.05	1,046,518.60	87.06	0.00	155,481.40
330-INTERGOVERNMENTAL REV	402,600.00	9,565.00	588,637.96	146.21	0.00	(186,037.96)
340-CHARGES FOR SERVICES	755,300.00	163,507.87	1,263,354.61	167.27	0.00	(508,054.61)
410-FINES AND FORFEITURES	179,500.00	27,677.19	233,613.14	130.15	0.00	(54,113.14)
420-ASSESSMENTS	15,791.03	16,530.00	44,567.13	282.23	0.00	(28,776.10)
430-USE OF MONEY AND PROP	3,310,000.00	159,482.00	1,803,530.62	54.49	0.00	1,506,469.38
440-DONATIONS FROM PRIVAT	47,550.00	4,650.00	229,936.00	483.57	0.00	(182,386.00)
450-INTERFUND OPERATING T	2,447,435.00	35,826.52	2,441,996.52	99.78	0.00	5,438.48
460-PROCEEDS GEN FIXED AS	0.00	1,450.00	2,313.90	0.00	0.00	(2,313.90)
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	31,533,176.03	1,760,972.02	36,923,072.85	117.09	0.00	(5,389,896.82)
EXPENDITURE SUMMARY						
500-CITY COUNCIL	440,739.00	2,295.77	280,206.04	83.91	89,630.72	70,902.24
501-CITY MANAGEMENT	998,151.18	92,715.45	886,462.79	92.20	33,827.50	77,860.89
503-PUBLIC INFORMATION	311,028.00	34,603.70	245,223.56	84.05	16,194.33	49,610.11
504-HUMAN RESOURCES	466,057.00	39,009.43	430,544.00	93.81	6,650.00	28,863.00
505-CITY CLERK	214,345.00	19,116.78	187,801.89	87.62	0.00	26,543.11
512-FINANCIAL SERVICES	1,077,536.00	75,313.48	839,635.76	80.49	27,674.50	210,225.74
516-MUNICIPAL COURT	385,381.00	26,185.48	383,076.76	107.24	30,212.50	(27,908.26)
522-DEVELOPMENT SERVICES	1,772,192.82	159,785.59	1,648,153.05	102.24	163,768.82	(39,729.05)
524-MAIN STREET PROGRAM	200,132.00	24,243.03	176,693.49	88.29	0.00	23,438.51
527-MOODY MUSEUM	22,225.00	1,982.81	12,884.31	57.97	0.00	9,340.69
532-PUBLIC LIBRARY	695,188.00	67,571.07	541,567.35	80.25	16,296.41	137,324.24
542-FIRE SUPPRESSION/EMER	4,227,925.00	398,787.21	4,034,974.69	96.05	25,850.36	167,099.95
552-POLICE FIELD SERVICES	5,370,459.00	504,922.15	4,958,088.45	93.35	54,972.00	357,398.55
558-ANIMAL CONTROL SECTIO	383,721.00	43,711.19	395,752.08	125.82	87,045.74	(99,076.82)
563-STREET & GROUND MAIN	3,114,155.00	259,134.00	2,899,156.62	98.53	169,331.17	45,667.21
565-PARKS & RECREATION	2,603,015.00	218,861.87	2,137,602.79	107.94	672,048.76	(206,636.55)
566-INTERNAL SVCS/BLDG	912,650.00	75,827.19	644,986.92	126.72	511,537.14	(243,874.06)
573-ENGINEERING & INSPECT	900,000.00	137,485.65	1,222,629.66	183.58	429,577.50	(752,207.16)
575-INTERNAL SVC/IT DEPT	298,515.36	4,150.34	263,668.71	98.50	30,371.47	4,475.18
592-NON-DEPARTMENTAL	7,759,949.00	35,026.06	5,574,162.58	73.06	95,250.00	2,090,536.42
*** TOTAL EXPENDITURES ***	32,153,364.36	2,220,728.25	27,763,271.50	94.00	2,460,238.92	1,929,853.94
*** TOTAL PROFIT / (LOSS) ***	(620,188.33)	(459,756.23)	9,159,801.35	80.25-	(2,460,238.92)	(7,319,750.76)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

118-TIF #2
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	500,000.00	0.00	525,837.79	105.17	0.00	(25,837.79)
430-USE OF MONEY AND PROP	0.00	2,950.01	14,698.75	0.00	0.00	(14,698.75)
*** TOTAL REVENUES ***	500,000.00	2,950.01	540,536.54	108.11	0.00	(40,536.54)
EXPENDITURE SUMMARY						
520-TIF EXPENSES	523,300.00	0.00	28,000.00	5.35	0.00	495,300.00
*** TOTAL EXPENDITURES ***	523,300.00	0.00	28,000.00	5.35	0.00	495,300.00
*** TOTAL PROFIT / (LOSS) ***	(23,300.00)	2,950.01	512,536.54	199.73-	0.00	(535,836.54)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

119-TIF (TAX INCREMENT FUND)
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	575,000.00	0.00	574,976.39	100.00	0.00	23.61
330-INTERGOVERNMENTAL REV	300,000.00	0.00	341,203.58	113.73	0.00	(41,203.58)
430-USE OF MONEY AND PROP	5,000.00	2,629.80	49,113.01	982.26	0.00	(44,113.01)
*** TOTAL REVENUES ***	880,000.00	2,629.80	965,292.98	109.69	0.00	(85,292.98)
EXPENDITURE SUMMARY						
520-TIF EXPENSES	834,709.00	10,150.00	701,154.03	96.50	104,320.00	29,234.97
*** TOTAL EXPENDITURES ***	834,709.00	10,150.00	701,154.03	96.50	104,320.00	29,234.97
*** TOTAL PROFIT / (LOSS) ***	45,291.00	(7,520.20)	264,138.95	352.87	(104,320.00)	(114,527.95)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

120-HOTEL/MOTEL FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	310,000.00	28,884.42	337,525.59	108.88	0.00	(27,525.59)
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	310,000.00	28,884.42	337,525.59	108.88	0.00	(27,525.59)
EXPENDITURE SUMMARY						
612-HOTEL/MOTEL TAX	296,000.00	4,737.27	253,744.06	88.08	6,960.06	35,295.88
*** TOTAL EXPENDITURES ***	296,000.00	4,737.27	253,744.06	88.08	6,960.06	35,295.88
*** TOTAL PROFIT / (LOSS) ***	14,000.00	24,147.15	83,781.53	548.72	(6,960.06)	(62,821.47)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

123-MAIN STREET REVENUE FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
440-DONATIONS FROM PRIVAT	32,600.00	0.00	56,530.75	173.41	0.00	(23,930.75)
450-INTERFUND OPERATING T	156,100.00	0.00	80,000.00	51.25	0.00	76,100.00
*** TOTAL REVENUES ***	188,700.00	0.00	136,530.75	72.35	0.00	52,169.25
EXPENDITURE SUMMARY						
615-CONTRIBUTE TO CIVIC P	250,246.00	3,070.00	140,313.65	60.95	12,220.00	97,712.35
*** TOTAL EXPENDITURES ***	250,246.00	3,070.00	140,313.65	60.95	12,220.00	97,712.35
*** TOTAL PROFIT / (LOSS) ***	(61,546.00)	(3,070.00)	(3,782.90)	26.00	(12,220.00)	(45,543.10)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

125-MUNICIPAL CRT SPECIAL FEE
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
410-FINES AND FORFEITURES	12,850.00	3,088.54	25,744.10	200.34	0.00	(12,894.10)
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	12,850.00	3,088.54	25,744.10	200.34	0.00	(12,894.10)
EXPENDITURE SUMMARY						
625-MUNICIPAL COURT BLDG	9,642.00	0.00	629.41	6.53	0.00	9,012.59
626-MUNICIPAL CRT TECHNO	22,000.00	0.00	7,555.33	45.23	2,396.00	12,048.67
627-MUN COURT JUDICIAL	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	31,642.00	0.00	8,184.74	33.44	2,396.00	21,061.26
*** TOTAL PROFIT / (LOSS) ***	(18,792.00)	3,088.54	17,559.36	80.69-	(2,396.00)	(33,955.36)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

129-LIBRARY GRANT/DONATION
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	12,500.00	0.00	0.00	(12,500.00)
430-USE OF MONEY AND PROP	5,000.00	1,400.41	14,901.36	298.03	0.00	(9,901.36)
440-DONATIONS FROM PRIVAT	1,422.00	0.00	1,421.94	100.00	0.00	0.06
*** TOTAL REVENUES ***	6,422.00	1,400.41	28,823.30	448.82	0.00	(22,401.30)
EXPENDITURE SUMMARY						
624-LIBRARY	11,084.00	579.57	18,953.09	171.00	0.00	(7,869.09)
*** TOTAL EXPENDITURES ***	11,084.00	579.57	18,953.09	171.00	0.00	(7,869.09)
*** TOTAL PROFIT / (LOSS) ***	(4,662.00)	820.84	9,870.21	211.72-	0.00	(14,532.21)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

200-ROADWAY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
420-ASSESSMENTS	80,000.00	152,062.12	208,857.96	261.07	0.00	(128,857.96)
*** TOTAL REVENUES ***	80,000.00	152,062.12	208,857.96	261.07	0.00	(128,857.96)
EXPENDITURE SUMMARY						
631-ROADWAY IMPACT FEE	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL PROFIT / (LOSS) ***	80,000.00	152,062.12	208,857.96	261.07	0.00	(128,857.96)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

210-TRANSPORTATION FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	16,500.00	0.00	0.00	(16,500.00)
340-CHARGES FOR SERVICES	860,000.00	72,394.91	798,176.73	92.81	0.00	61,823.27
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	860,000.00	72,394.91	814,676.73	94.73	0.00	45,323.27
EXPENDITURE SUMMARY						
632-TRANSPORTATION	858,993.00	88,292.81	455,242.15	92.32	337,816.04	65,934.81
*** TOTAL EXPENDITURES ***	858,993.00	88,292.81	455,242.15	92.32	337,816.04	65,934.81
*** TOTAL PROFIT / (LOSS) ***	1,007.00	(15,897.90)	359,434.58	146.83	(337,816.04)	(20,611.54)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

300-MUNICIPAL DRAINAGE UTILIT
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	563,500.00	55,627.26	614,104.89	108.98	0.00	(50,604.89)
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS	0.00	0.00	0.00	0.00	0.00	0.00
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	563,500.00	55,627.26	614,104.89	108.98	0.00	(50,604.89)
EXPENDITURE SUMMARY						
750-MUNICIPAL DRAINAGE	549,398.00	20,083.77	290,753.44	52.92	0.00	258,644.56
*** TOTAL EXPENDITURES ***	549,398.00	20,083.77	290,753.44	52.92	0.00	258,644.56
*** TOTAL PROFIT / (LOSS) ***	14,102.00	35,543.49	323,351.45	292.95	0.00	(309,249.45)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

320-SANITATION FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
310-TAXES	197,000.00	16,844.54	385,682.33	195.78	0.00	(188,682.33)
340-CHARGES FOR SERVICES	1,970,000.00	161,300.79	1,783,237.22	90.52	0.00	186,762.78
*** TOTAL REVENUES ***	2,167,000.00	178,145.33	2,168,919.55	100.09	0.00	(1,919.55)
EXPENDITURE SUMMARY						
721-SANITATION/GARBAGE	2,159,200.00	166,510.00	1,997,268.57	92.50	0.00	161,931.43
*** TOTAL EXPENDITURES ***	2,159,200.00	166,510.00	1,997,268.57	92.50	0.00	161,931.43
*** TOTAL PROFIT / (LOSS) ***	7,800.00	11,635.33	171,650.98	200.65	0.00	(163,850.98)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

340-PUBLIC UTILITIES FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
320-PERMITS AND LICENSES	500.00	0.00	500.00	100.00	0.00	0.00
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	15,668,000.00	1,223,425.34	14,563,648.86	92.95	0.00	1,104,351.14
420-ASSESSMENTS	797,000.00	20,379.15	95,571.45	11.99	0.00	701,428.55
430-USE OF MONEY AND PROP	138,500.00	16,420.42	201,541.17	145.52	0.00	(63,041.17)
440-DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T	0.00	0.00	8,875.00	0.00	0.00	(8,875.00)
460-PROCEEDS GEN FIXED AS	2,500.00	750.51	5,508.48	220.34	0.00	(3,008.48)
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	16,606,500.00	1,260,975.42	14,875,644.96	89.58	0.00	1,730,855.04
EXPENDITURE SUMMARY						
701-UTILITIES ADMINISTRAT	693,163.00	55,135.70	591,655.73	87.76	16,693.03	84,814.24
706-WASTEWATER TREATMENT	2,121,499.00	112,089.85	1,452,774.16	97.06	606,398.18	62,326.66
708-UTILITY DISTRIBUTION/	3,265,320.00	238,842.38	2,630,347.96	83.90	109,159.48	525,812.56
709-UTILITIES NON-DEPARTM	10,342,699.00	400,704.73	8,880,422.69	87.66	185,578.99	1,276,697.32
*** TOTAL EXPENDITURES ***	16,422,681.00	806,772.66	13,555,200.54	88.13	917,829.68	1,949,650.78
*** TOTAL PROFIT / (LOSS) ***	183,819.00	454,202.76	1,320,444.42	219.03	(917,829.68)	(218,795.74)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

345-UTILITY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	425,000.00	558,208.00	848,439.00	199.63	0.00	(423,439.00)
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	425,000.00	558,208.00	848,439.00	199.63	0.00	(423,439.00)
EXPENDITURE SUMMARY						
592-NON-DEPARTMENTAL	300,000.00	1,440.00	85,025.73	39.47	33,394.82	181,579.45
*** TOTAL EXPENDITURES ***	300,000.00	1,440.00	85,025.73	39.47	33,394.82	181,579.45
*** TOTAL PROFIT / (LOSS) ***	125,000.00	556,768.00	763,413.27	584.01	(33,394.82)	(605,018.45)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

350-AIRPORT FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
320-PERMITS AND LICENSES	0.00	0.00	0.00	0.00	0.00	0.00
330-INTERGOVERNMENTAL REV	30,000.00	35,185.11	41,021.38	136.74	0.00	(11,021.38)
340-CHARGES FOR SERVICES	645,000.00	43,207.08	393,179.65	60.96	0.00	251,820.35
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	5,000.00	3,265.32	40,453.90	809.08	0.00	(35,453.90)
440-DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T	266,000.00	0.00	62,125.00	23.36	0.00	203,875.00
*** TOTAL REVENUES ***	946,000.00	81,657.51	536,779.93	56.74	0.00	409,220.07
EXPENDITURE SUMMARY						
732-AIRPORT OPERATIONS DE	977,995.00	38,750.24	958,371.62	197.79	976,024.75	(956,401.37)
*** TOTAL EXPENDITURES ***	977,995.00	38,750.24	958,371.62	197.79	976,024.75	(956,401.37)
*** TOTAL PROFIT / (LOSS) ***	(31,995.00)	42,907.27	(421,591.69)	368.23	(976,024.75)	1,365,621.44

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

370-CEMETERY OPERATING FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	200,500.00	10,825.00	131,794.00	65.73	0.00	68,706.00
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	2,000.00	1,125.00	3,523.00	176.15	0.00	(1,523.00)
440-DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T	94,000.00	0.00	63,197.30	67.23	0.00	30,802.70
460-PROCEEDS GEN FIXED AS	85,000.00	3,487.50	80,502.50	94.71	0.00	4,497.50
*** TOTAL REVENUES ***	381,500.00	15,437.50	279,016.80	73.14	0.00	102,483.20
EXPENDITURE SUMMARY						
761-CEMETERY OPERATING DE	553,187.00	36,696.68	296,233.47	78.91	140,258.90	116,694.63
*** TOTAL EXPENDITURES ***	553,187.00	36,696.68	296,233.47	78.91	140,258.90	116,694.63
*** TOTAL PROFIT / (LOSS) ***	(171,687.00)	(21,259.18)	(17,216.67)	91.72	(140,258.90)	(14,211.43)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

382-FLEET SERVICES OPERATING
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
340-CHARGES FOR SERVICES	1,296,698.00	0.00	1,296,699.00	100.00	0.00	(1.00)
420-ASSESSMENTS	6,662.00	9,532.28	35,879.90	538.58	0.00	(29,217.90)
430-USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T	36,240.00	0.00	0.00	0.00	0.00	36,240.00
*** TOTAL REVENUES ***	1,339,600.00	9,532.28	1,332,578.90	99.48	0.00	7,021.10
EXPENDITURE SUMMARY						
517-FlEET SERVICES	987,782.00	92,369.13	852,978.34	87.91	15,415.95	119,387.71
*** TOTAL EXPENDITURES ***	987,782.00	92,369.13	852,978.34	87.91	15,415.95	119,387.71
*** TOTAL PROFIT / (LOSS) ***	351,818.00	(82,836.85)	479,600.56	131.94	(15,415.95)	(112,366.61)

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

384-FLEET REPLACEMENT FUND
FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
330-INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES	2,088,852.00	0.00	1,356,852.00	64.96	0.00	732,000.00
420-ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP	0.00	1,079.19	11,483.41	0.00	0.00	(11,483.41)
450-INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS	0.00	31,814.50	59,777.75	0.00	0.00	(59,777.75)
470-PROCEEDS GEN LONG TER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	2,088,852.00	32,893.69	1,428,113.16	68.37	0.00	660,738.84
EXPENDITURE SUMMARY						
518-EQUIPMENT REPLACEMENT	2,088,852.00	32,531.15	1,132,201.48	207.64	3,205,174.41	(2,248,523.89)
*** TOTAL EXPENDITURES ***	2,088,852.00	32,531.15	1,132,201.48	207.64	3,205,174.41	(2,248,523.89)
*** TOTAL PROFIT / (LOSS) ***	0.00	362.54	295,911.68	0.00	(3,205,174.41)	2,909,262.73

Attachment C

Council Report

Checks Posted in August 2024

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC		AFLAC AUG 2024 INVOICE	1,158.83
		MISCELLANEOUS	ISABEL GOMEZ	ISABEL GOMEZ:DEPOSIT REFUN	50.00
			ISABEL GOMEZ	ISABEL GOMEZ:DEPOSIT REFUN	200.00
			JOHN MCDONALD	JOHN MCDONALD:DEPOSIT REFU	100.00
			LAUREN ROCHA	LAUREN ROCHA:DEPOSIT REFUN	200.00
			LATONYA PATTERSON	LATONYA PATTERSON:DEPOSIT	200.00
			NEW LIFE OF TAYLOR	NEW LIFE OF TAYLOR:DEP REF	175.00
			HELEN ORANGE	HELEN ORANGE:DEPOSIT REFUN	200.00
		McCREARY, VESELKA, BRAGG & ALLEN PC		CC FEES-JULY 2024	237.10
		NATIONWIDE RETIREMENT SOLUTIONS		457B DEF COMP PLAN	3,111.80
				457B DEF COMP PLAN ROTH	130.00
				457B DEF COMP PLAN	3,132.15
				457B DEF COMP PLAN ROTH	130.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS		JULY 2024 CONTRIBUTIONS	59,828.57
				JULY 2024 CONTRIBUTIONS	4,864.80
		UNITED WAY FOR GREATER AUSTIN		UNITED WAY CONTRIBUTIONS	5.00
				UNITED WAY CONTRIBUTIONS	5.00
		WEX HEALTH, INC. DBA: WEX		38705 FSA	1,223.43
				38705 FSA	1,223.43
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI		ACCT #2091015 TAYLOR FF AS	1,018.00
				ACCT #2091015 TAYLOR FF AS	1,018.00
		INTERNATIONAL CITY MANAGEMENT ASSOC RE		PLAN ID 307325-CONTRIBUTOR	2,107.69
				PLAN ID 307325-ROTH	625.00
				PLAN ID 307325-CONTRIBUTOR	2,107.69
				PLAN ID 307325-ROTH	625.00
		LIBERTY NATIONAL LIFE INSURANCE		GLOBE LIFE AUG 2024	913.86
		HEALTH CARE SERVICE CORPORATION		BCBS SEPT INV.	24,557.93
				RETIREE DEPENDENT	612.42
				TEDC/CARLSON & WHITE	1,992.43
				COBRA / MUMMERT	1,543.25
		HUMANA INSURANCE COMPANY		CARLSON/WHITE-TEDC	18.67
				HUMANA VISION 2024	295.88
				CARLSON/WHITE -TEDC	114.88
				HUMANA DENTAL 2024	2,672.72
		CONSERVE		J. FREDENBURG WG2529173	158.94
				TOTAL:	116,557.47
CITY COUNCIL	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM		TML CONFERENCE SHIRTS	231.43
		PNC BANK NATIONAL ASSOCIATION		TML ORIENTATION CANCELLATI	180.00-
				TML ORIENTATION CANCELLATI	180.00-
		VERIZON WIRELESS		CELLPHONES	208.97
				MIFI	51.90
		DENTON NAVARRO ROCHA BERNAL & ZECH, P.		COT VS ROBERT MAREK	340.00
		MESSER, FORT, & MCDONALD, PLLC		SPECIAL COUNSEL	355.00
				SPECIAL COUNSEL	12.50
				TOTAL:	839.80
CITY MANAGEMENT	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM		TML CONFERENCE SHIRTS	77.68
		ODP BUSINESS SOLUTIONS, LLC		COPY PAPER	9.97
				FOLDERS, TONER, PENS	148.12
		TEXAS MUNICIPAL RETIREMENT SYSTEMS		JULY 2024 CONTRIBUTIONS	6,912.39
		VERIZON WIRELESS		CELL PHONES	214.99
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S		EQUIPMENT	20.69
		HEALTH CARE SERVICE CORPORATION		BCBS SEPT INV.	2,632.48
		HUMANA INSURANCE COMPANY		HUMANA VISION 2024	19.16
				HUMANA DENTAL 2024	94.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	95.75
			TOTAL:	10,225.71
PUBLIC INFORMATION	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	TML CONFERENCE SHIRTS	77.68
			AUDIO ADAPTER & PATCH CABL	54.69
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	9.97
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	1,490.23
		VERIZON WIRELESS	CELL PHONES	94.35
		OSBORNE, STACEY FORD	PIO SERVICES FY2023/2024	5,384.34
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	20.69
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,316.24
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	47.24
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	95.75
			TOTAL:	8,600.76
HUMAN RESOURCES	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	FOIL CERTIFICATES	27.06
			CERTIFICATE HOLDERS	38.85
			CHRIS PRINTER INK	19.00
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	9.97
			GENERAL OFFICE SUPPLIES FO	258.27
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	2,663.38
		VERIZON WIRELESS	CELL PHONES	134.57
		MESSER, LORI S. DBA: LOGIC COMPENSATIO	COMPENSATION STUDY	500.00
		ROSS GANNAWAY, PLLC	JULY 22 THRU AUG. 16 LEGAL	884.50
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,316.24
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	14.37
			HUMANA DENTAL 2024	70.86
			TOTAL:	5,937.07
CITY CLERK	GENERAL FUND	ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	9.97
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	1,378.48
		VERIZON WIRELESS	CELL PHONES	54.13
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	20.69
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,316.24
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	47.24
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	95.74
			TOTAL:	2,932.07
FINANCIAL SERVICES	GENERAL FUND	ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	9.97
		PNC BANK NATIONAL ASSOCIATION	OFFICEMAX/DEPOT ASSEMBLY F	15.00-
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	5,309.74
		VERIZON WIRELESS	CELL PHONES	94.35
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	20.69
			XPHASER 4622	46.95
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,974.36
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	19.16
			HUMANA DENTAL 2024	94.48
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	95.75
			TOTAL:	7,650.45
MUNICIPAL COURT	GENERAL FUND	ADT SECURITY SERVICES INC	109 W 5TH ST SEC/9/1-30/20	76.60
		BRINKS, INCORPORATED	BRINKS JULY 2024	853.12
		ODP BUSINESS SOLUTIONS, LLC	COMPUTER INK/TONER	197.52
			TAPE, TISSUE, POST-IT NOTE	80.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	1,511.39
		ATMOS ENERGY	NATURAL GAS-109 W 5TH ST	79.21
		VERIZON WIRELESS	CELL PHONES	54.13
		CINTAS CORP DBA FIRST AID & SAFETY	109 W 5TH ST/MEDICAL SUPPL	89.35
		WILSON, LUCAS C. DBA: ATTORNEY AT LAW	LEGAL SERVICES MUNICIPAL	2,187.50
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,974.36
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	14.37
			HUMANA DENTAL 2024	70.86
			TOTAL:	7,189.20
DEVELOPMENT SERVICES	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	SPRAY	113.79
			SHIRTS	56.15
			BACK SEAT SUPPORT FOR CHAI	21.55
			MONEY BAGS, MARKERS, FOLDE	72.84
			STANDING DESK	109.99
			DOCKING STATIONS	149.99
		LEONARD, JENNY REBECCA DBA: LIONHEART	PROJ#027-004 DOWNTOWN	6,344.14
		WATKINS, MICHAEL DEAN DBA:	On Call Urban Design Srvc	1,792.68
			PZ-2024-2102 PROJ2106-36	19,567.54
			PZ-2024-2173/PROJ#2106-39	10,000.00
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	9.97
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	5,044.09
		VERIZON WIRELESS	CELL PHONES	299.34
		HUMPHREYS, JAMES BRENT DBA: MALLARD &	708 MAPLE/ABATEMENT	225.00
			703 S. MAIN/ABATEMENT	225.00
			503 S. MAIN/ABATEMENT	175.00
			2103 KENT ST/ABATEMENT	1,000.00
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	20.69
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	5,264.96
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	38.32
			HUMANA DENTAL 2024	188.96
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	95.75
			TOTAL:	50,815.75
MAIN STREET PROGRAM 00	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	CREDIT DESK STORAGE	18.35-
			LAPTOP BAGS & KEYBOARD SLE	158.85
			KEYBOARD	59.95
			NOTEBOOK & STICKY NOTES	31.94
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	9.98
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	1,385.02
		ULINE, INC.	STORAGE CABINET	756.81
		VERIZON WIRELESS	CELL PHONES	94.35
			IPAD	33.91
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	EQUIPMENT	20.69
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,316.24
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	47.24
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	95.75
			TOTAL:	4,001.96
CD-MOODY MUSEUM	GENERAL FUND	ADT SECURITY SERVICES INC	MOODY SEC/9/1/2024-11/30/2	189.15
			MOODY SEC/7/2/2024-10/1/20	69.01
		AMAZON.COM SALES, INC DBA: AMAZON.COM	OFFICE SUPPLIES	182.83
		GUTIERREZ, EDUARDO	MOODY MUSEUM DOCENT7/25-8/	600.00
			MOODY MUSEUM DECENT 8/7-10	255.00
			MOODY MUSEUM DOCENT 8/14-1	300.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,595.99
PUBLIC LIBRARY	GENERAL FUND	INGRAM BOOK COMPANY	BOOKS	1,002.39
		ODP BUSINESS SOLUTIONS, LLC	TABS, PENCILS, PAPER, PUSH	107.31
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	4,148.40
		ATMOS ENERGY	NATURAL GAS-801 VANCE ST	80.10
			NATURAL GAS-801 VANCE ST	77.40
		VERIZON WIRELESS	CELL PHONES	54.13
		CINTAS CORP DBA FIRST AID & SAFETY	LIBRARY FIRST AID	21.27
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	4,606.84
			ADD RACHEL SIMS	1,316.24
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	33.53
			ADD RACHEL SIMS	4.79
			ADD RACHEL SIMS	4.79
			HUMANA DENTAL 2024	165.34
			ADD RACHEL SIMS	23.62
			ADD RACHEL SIMS	23.62
			TOTAL:	11,669.77
FIRE DEPARTMENT	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	GRILL COVER	51.15
			CLEANING ITEMS/DUSTER	159.18
			CARTRIDGES	47.99
			SUPPLIES	20.53
			BRACKETS	136.00
			SUPPLIES	139.56
		AUGUST INDUSTRIES INC.	QUARTERLY AIR TEST&	603.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,413.19
			MEDICAL SUPPLIES	133.70
		CASCO INDUSTRIES INC.	Kit, quick fill 3' hose &	852.71
		THE FIRE CENTER DBA: FUEGO INTERNATION	Annual Bunker Gesr Inspec	7,106.25
		MY-LOR, INC	TAGS FOR S51	65.15
		PNC BANK NATIONAL ASSOCIATION	CARHART SALES TAX CREDIT	33.65-
			CARHART SALES TAX CREDIT	67.32-
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	26,591.29
		ATMOS ENERGY	NATURAL GAS-705 CARLOS PAR	92.76
			NATURAL GAS-200 WASHBURN S	109.06
		VERIZON WIRELESS	CELL PHONES	241.32
			DATA CARDS	175.05
		BAUM, DANIEL	FIRE IN THE SKY CONFERENCE	78.00
		AT&T U-VERSE	FD INTERNET - STA 2	127.69
		IMPACT PROMOTIONAL SERVICES, LLC DBA:	SHIPPING	44.00
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	FD INTERNET	401.30
		THE BEISTLE COMAPNY DBA: FIRE SMART PR	FIRE PREVENTION ITEMS	405.00
			GIVE AWAY ITEMS	375.00
		SIDDONS MARTIN EMERGENCY GROUP LLC	FM2 RESTRIPE	2,241.00
		AXCESS FIRE & SAFETY SUPPLY INC	ANNUAL GROUND LADDER TESTI	942.75
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	18,427.36
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	129.33
			HUMANA DENTAL 2024	637.74
			TOTAL:	61,646.09
POLICE DEPARTMENT	GENERAL FUND	AT&T	PD INTERNET	1,668.56
		AMAZON.COM SALES, INC DBA: AMAZON.COM	27" COMPUTER MONITORS	338.00
			LAPTOP CODING PAP	19.90
			EVIDENCE TAGS	92.00
			PENS/NOTEPADS	147.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CID DESK	81.62
			LAPTOP STAND REFUND	26.77-
		CENTRAL TEXAS COLLEGE	BPOC FEE/E. CAMPPELL,S. SA	220.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	DISPATCH RADIO BACKUP JULY	413.28
		FED EX	EVIDENCE SHIPMENT 20221212	32.25
		THE PITNEY BOWES BANK INC. DBA: PURCHA	POSTAGE REFILL	537.50
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	35,132.51
		TRANSUNION RISK AND ALTERNATIVE DATA S	TLO BACKGROUND SEARCH JULY	75.00
		VERIZON WIRELESS	PD	643.77
			CELL PHONES - VOCA COORDIN	40.22
			CELL PHONES - VOCA VOLUNTE	40.22
			MIFI-VOCA COORDINATOR	37.99
			DATA CARDS	645.83
		SLAPPEY COMMUNICATIONS, LLC DBA: IT VO	MONTHLY IT SUPPORT FY 24	7,909.76
		SYMBOLARTS, LLC	PD DEPT COINS	894.40
		BURRELL PRINTING COMPANY, INC	VICTIM SERVICES BOOKLETS (	1,164.45
		SECURITAS TECHNOLOGY CORPORATION	KEYSCAN BOX MAINTENANCE 09	60.79
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	SPECTRUM INTERNET-AUG 2024	343.47
		AXON ENTERPRISE INC.	YEARLY AUTOTRANSCRIBE	350.40
			BWC Bundle Yr 2 for New	3,990.12
		AVAYA FINANCIAL SERVICES	POLICE SOFTWARE	355.49
		KONICA MINOLTA PREMIER FINANCE	C450i COPIER LEASE 8/9-9/1	170.00
			C250i COPIER LEASE8/30-9/2	268.11
		AT&T CORP	PD SVC	30.00
			PD SVC	41.85
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	25,008.56
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	186.81
			HUMANA DENTAL 2024	968.42
			TOTAL:	81,882.28
ANIMAL CONTROL	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	RETURN SUNSHADE	55.98-
			CAT FLEA MEDS	95.94
			SHARPS CONTAINER	22.45
			RETURN SUNSHADE	55.98-
			CREDIT OFFICE SIGN	9.99-
			PAGER SYSTEM	82.00
		EVINS GROUP LLC DBA: OPENWORK	TEMP KENNEL TECHS W.E. 7.2	2,030.00
			TEMP KENNEL TECH W.E. 8.3.	986.00
		GONZALES, ANDREW SCOTT DBA: 5G SERVICE	ACO POLO EMBROIDERY	90.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	1,731.72
		VERIZON WIRELESS	CELL PHONES	134.57
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	ACO INTERNET	541.12
		KONICA MINOLTA PREMIER FINANCE	ACO COPIER LEASE 8/19-9/18	170.00
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,974.36
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	70.86
		GRAEF, ARLON WAYNE	ACO VET SERVICES	1,541.00
			TOTAL:	9,357.65
STREETS & GROUND MAINT	GENERAL FUND	ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	(48) 6.4 OZ SYNTHETIC-WEED	237.12
		AMAZON.COM SALES, INC DBA: AMAZON.COM	S. ENGLAND/SHIRTS	76.75
			PENS,PADS,TAPE,POST-IT NOT	147.92
			(1) PERSONAL WEARABLE FAN	29.99
			ORANGE NITRILE GLOVES XL	70.11
			(20) REAMS COPIER PAPER	91.98
			ST,GR/BLUE INK PENS	29.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FRAG REED DIFFUSER-RESTROO	19.99
		CENTERLINE SUPPLY, INC	CHANDLER RD/CR 365 SIGNS	54.00
		COUFAL-PRATER EQUIP LLC DBA UNITED AG	ST,GR/(2) CHAINSAW CHAINS	64.96
		ERGON ASPHALT & EMULSIONS, INC	BLANKET PO SS1 EMULSION	4,673.27
			BLANKET PO SS1 EMULSION	1,221.81
		GRAINGER, W. W. INC.	LARGE ORANGE NITRILE GLOVE	87.78
		HDR ENGINEERING INC	PUBLIC WORK STAFF AUGMENTA	6,178.06
		HEART OF TEXAS LANDSCAPE & IRRIGATION	BLANKET PO IRRIGATION FY	834.00
			BLANKET PO IRRIGATION FY	516.00
			BLANKET PO IRRIGATION FY	408.00
		MOSS & MOSS INC. #4000	DUCT TAPE-COVER SIGN ON 97	21.58
			WHITE/ORANGE MARKING PAINT	172.59
			LOCKS FOR TRAILERS	55.76
			GLOVES/BURKETT HOMELESS CA	25.98
		POPE MATERIALS INC	HAUL ROAD BASE	1,564.51
			HAUL ROAD BASE	1,058.04
			HAUL WASHED SAND	1,050.86
		GONZALES, ANDREW SCOTT DBA: 5G SERVICE	EMBROIDERY-4 SHIRTS-S.ENGL	50.00
		TEXAS CRUSHED STONE CO.	REGULAR ROAD BASE	1,180.94
			REGULAR ROAD BASE	795.01
			WASHED SAND	1,333.16
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	10,735.71
		ATMOS ENERGY	NATURAL GAS-1424 N MAIN ST	85.54
		VERIZON WIRELESS	CELL PHONES	325.29
			GATEWAY SIGN	38.05
		WILLIAMSON COUNTY GRAIN	GENERIC ROUND-UP (30) 1 GA	600.00
			GENERIC ROUND UP-(20) 1 GA	433.00
			REFUND SALES TAX ON ROUND-	33.00-
		HAYDAY, INC. DBA: CTWP	1424 N MAIN COPIER MAINTEN	96.59
		VERMEER TEXAS-LOUISIANA	FC 155VST Fecon Rental	8,144.00
		ARROW MAGNOLIA INTERNATIONAL, INC.	CHEMAQUA-DISINFECTANT SPRA	121.65
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	PW INTERNET	231.20
		AVAYA FINANCIAL SERVICES	STS CAMERA	167.58
		COMMUNITY COFFEE COMPANY LLC	1424 N MAIN ST/COFFEE SERV	139.45
		SANCHEZ, JAMIE DBA: JAY'S TREE SERVICE	TREE REMOVAL @ 2904 DAVIS	950.00
		UNIFIRST HOLDINGS INC	ST,GR/UNIFORM RENTAL	334.66
			ST,GR/UNIFORM RENTAL	334.66
			ST,GR/UNIFORM RENTAL	334.66
			ST,GR/UNIFORM RENTAL	334.66
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	9,871.80
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	76.64
			HUMANA DENTAL 2024	377.92
		ENGLAND, SABRINA	OSHA 511 THROUGH TEEX	224.00
			TOTAL:	55,973.95
PARKS & RECREATION	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	IRRIGATION TIMERS	128.99
			OFFICE NOTEBOOK & SUPPLIES	33.76
			TML CONFERENCE SHIRTS	38.84
			NETS GOLF HOLE CUPS TIMERS	626.22
		JIM McNABB INC DBA: ART OFFICE SIGNS	SIGNS FOR TENNIS & PICKLEB	750.00
		COURTEX CONSTRUCTION INC.	3 NEW PICKLEBALL COURTS	41,173.00
		HEART OF TEXAS LANDSCAPE & IRRIGATION	DICKEY GIVENS IRRIGATION R	584.00
			PIERCE PARK IRRIGATION REP	139.00
			BULL BRANCH BALLFIELD IRRI	608.00
		MISCELLANEOUS APRIL GREEN	APRIL GREEN:ADULT FITNESS	1,140.00
		SHARON BOON	SHARON BOON:ADULT FITNESS	156.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GERALD JONES	GERALD JONES:ADULT VOLLEYB	1,087.50
		FERGUSON FACILITIES SUPPLY #61	CAN LINERS, PINESOL, HAND	185.42
			PINE-SOL, TOILET PAPER	94.81
			DAWN SOAP, TISSUE, TOWELS	2,458.46
		WILLIAMS SCOTSMAN, INC. DBA: MOBILE MI	MOBILE MINI LEASE8/16-9/14	102.00
		MOSS & MOSS INC. #5000	CONCRETE MIX, MIXER, BRUSH	51.74
			SIGNS & HARDWARE	14.70
			HAMMER, PRY BAR, WRECK BAR	79.76
			TOILET FLAPPER & SUPPLIES	6.91
		L AND O SERVICES, LLC DBA: PAUL'S POOL	LIQUID CHLORINE	179.80
			LIQUID CHLORINE	143.84
			LIQUID CHLORINE	143.84
			LIQUID CHLORINE	143.84
			LIQUIDE CHLORINE	143.84
		THE PLAYWELL GROUP INC	Field 10 Shade Fabric	3,572.39
		PLAYWORKS, INC.	TRP FIELD 10 SHADE REPLACE	2,741.93
		PROGRESSIVE COMMERCIAL AQUATIC, INC.	Pool & Splash Pad	7,718.00
			MURPHY POOL REPL CIRCUIT B	650.00
			SPLASH PAD REPLUMB MULTIPO	891.39
		YOUNG MEN'S CHRISTIAN ASSOCIATION OF C	2024 SUMMER POOL MGMT	31,788.83
		GONZALES, ANDREW SCOTT DBA: 5G SERVICE	JACKET EMBROIDERY	12.50
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	6,587.89
		TIME WARNER CABLE DBA SPECTRUM	DICKEY GIVENS INTERNET	100.51
		ATMOS ENERGY	NATURAL GAS-1418 DAVIS ST	87.66
			NATURAL GAS-1418 DAVIS ST	83.79
		VERIZON WIRELESS	CELL PHONES	215.01
			IPAD	21.66
		WAYNE GING PLUMBING, LLC	HERITAGE SQ REPL 2 LAV FAU	550.00
			ROB PAVILION REPL RESTRM S	204.00
			BULL BRANCH REPLACE URINAL	1,063.00
			TRP REPLACE HOT WATER HEAT	2,400.00
		ERIC DONNELL JACKSON	REPR TRP RESTROOM LOCKS	122.50
			REPR CORE & KEYS	110.00
			ROBINSON LADIES RESTROOM K	334.40
		JACKSON, DON DBA: JACKSON FENCING & WE	ANCHOR TABLES AT HERITAGE	550.00
		TRUGREEN LIMITED PARTNERSHIP	TRPSC/LAWN SERVICE	2,060.00
			TRPSC SOCCER LAWN SERVICE	350.77
		AVAYA FINANCIAL SERVICES	TRPSC PHONE SYSTEM	121.60
			P&R CAMERA	167.58
		EZROW CLEANING LLC	DICKEY GIVENS JANITORIAL S	217.00
			DICKEY GIVENS WINDOW CLEAN	85.00
		NORTHWEST CASCADE INC DBA HONEY BUCKET	MEMORIAL FIELD PORTA POTTY	145.00
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	5,264.96
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	43.11
			ADD MATT TOPHAM	4.79
			ADD MATT TOPHAM	4.79
			HUMANA DENTAL 2024	212.58
			ADD MATT TOPHAM	23.62
			ADD MATT TOPHAM	23.62
		BEIDLER, CHELSEA	BACK TO SCHOOL BASH FACE P	310.00
		BPCP BRIMAR HOLDINGS LLC	BARRICADES FOR MEMORIAL FI	2,648.87
			TOTAL:	121,703.82
INTERNAL SERVICES/BLDG	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	DAMP RID	27.40
			TML CONFERENCE SHIRTS	40.75
		JIM McNABB INC DBA: ART OFFICE SIGNS	DEV SVCS SIGN	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GULF COAST PAPER CO. INC.	SILVER TRASH LINERS	48.32
			DAWN SOAP, ACID BOWL CLEAN	149.81
			DISH TABS	60.00
			NON ACID BOWL CLEANER	56.36
		HOME DEPOT CREDIT SERVICES	CH FANS (DEV SVCS)	119.92
		KRUSE, KELLY D DBA KRUSE ELECTRIC SER	LIBRARY REPLACE RECESSED L	321.85
			ANIMAL SHELTER ELETRICAL	9,750.00
			FS1 REPAIR CORD	390.25
			FS LOOP INSTALL CIRCUIT	567.80
			FS LOOP REWIRE FIXTURE	962.80
			PD REMOVE FAN/ELC BOX	86.25
			LABOR ACO REPLACE FAN BOAR	425.00
			MOODY LED LIGHT BULB	34.42
		FERGUSON FACILITIES SUPPLY #61	TISSUE & HAND TOWELS	545.36
			KITCHEN PAPER TOWELS	37.99
			JUMBO TISSUE/HAND TOWEL	246.46
		MOSS & MOSS INC. #6000	MOODY/GOOF REMOVER	8.09
			CH MISC HARDWARE	2.28
			CH PAINT - FRONT ENTRANCE	11.69
			MOODY MISC SUPPLIES	16.80
			MOODY MISC SUPPLIES	24.82
			ACO FILTERS	55.78
		ODP BUSINESS SOLUTIONS, LLC	FELICIA STAMP INK REFILL	15.18
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	2,795.81
		ATMOS ENERGY	NATURAL GAS-400 PORTER ST	81.02
		VERIZON WIRELESS	CELL PHONES	152.73
		VIC'S HEAT & AIR	WWTP BARD WALL MOUNTED AC	2,500.00
			BLDG FILTER REPLACEMENTS	922.50
			LIBRARY/SERVICE A/C SYSTEM	355.00
			UTILITY BILLING OFFICE/SER	355.00
		WAYNE GING PLUMBING, LLC	LIBRARY LOW WATER PRESSURE	200.00
		GRENIER SERVICE COMPANY, LLC DBA:	FS#1 DOOR REPAIR	285.00
		SPARKLETTS & SIERRA SPRINGS	BLDG MAINT COOLER RENTAL	11.99
		ERIC DONNELL JACKSON	LIBRARY EXTRA KEYS	115.00
		OMAN, NICOLE	TEEX OSHA TRAINING	230.88
			TEEX OSHA TRAINING	104.00
		QUADIENT LEASING USA, INC.	CH POSTAGE LEASE 9/20-12/1	669.75
		THE CLEANING GUYS LLC DBA CG ENVIRONME	FS#1 SUMP DISPOSAL	6,702.40
		CINTAS CORP DBA FIRST AID & SAFETY	CH FIRST AID	50.36
		TALLEY, JORDAN DBA W&J HOME REPAIR	MOODY MUSEUM REPAIRS	2,900.00
		AVAYA FINANCIAL SERVICES	CH CAMERA	167.59
		UNIFIRST HOLDINGS INC	MATS-UTILITY MAINTENANCE	3.84
			1424 N MAIN MATS	13.31
			MATS-UTILITY MAINTENANCE	4.22
			1424 N MAIN ST - MATS	13.31
			PD MAT SERVICE 8.8.2024	16.33
			MATS-UTILITY MAINTENANCE	3.87
			1424 N MAIN MATS	13.31
			FIRE #1 MATS	8.76
			MUNICIPAL COURT MATS	14.60
			PD MAT SERVICE 8.15.2024	16.33
			LIBRARY MATS	17.55
			FIRE #2 MATS	6.84
			MATS-UTILITY MAINTENANCE	3.84
			1424 N MAIN MATS	13.31
		AMBASSADOR SERVICES, LLC.	CH/PD/LIBRARY JANITORIAL	3,122.86

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
		HEALTH CARE SERVICE CORPORATION		BCBS SEPT INV.	1,974.36
				TERM TRAVE ESSARY	658.12-
		HUMANA INSURANCE COMPANY		HUMANA VISION 2024	14.37
				TERM TRAVE ESSARY	4.79-
				HUMANA DENTAL 2024	70.86
				TERM TRAVE ESSARY	23.62-
		TEXAS AIRSYSTEMS, LLC		LIBRARY/A-C REPAIRS	2,223.00
				LIBRARY A/C REPAIR	1,115.00
				TOTAL:	40,662.75
ENGINEERING & INSPECTI	GENERAL FUND	UNION PACIFIC RAILROAD COMPANY		FM112/Robinson Sidewalk	9,292.81
		HDR ENGINEERING INC		CITY ENG. SERVICES	9,816.60
				HDR/ANIMAL SHELTER	5,221.14
				HDR/GIS SERVICES	6,423.20
				DEVELOPMENT REVIEWS&INSPEC	83,719.71
				TAYLOR FD STAT 2 TRAFFIC C	1,727.90
				EDC ASSIST & SPEC DEV ASSI	5,903.83
				PARKS DEPT PROJECT MGMT	2,505.70
				TXDOT COORDINATION-ILA,MMA	7.26
				T-O#41 PERMIT EXPEDITING	12,867.50
				TOTAL:	137,485.65
INTERNAL SVC/ I T DEPT	GENERAL FUND	AT&T		CH INTERNET	1,668.57
		SLAPPEY COMMUNICATIONS, LLC DBA: IT VO		PRORATED USER B. BILINGER	8.59
				PRORATED BILL CHASE ESTES	39.25
		CHARTER COMMUNICATIONS HOLDINGS, LLC D		CABLE	89.43
		AVAYA FINANCIAL SERVICES		ANNUAL LEASE/CITY PHONES	2,344.50
				TOTAL:	4,150.34
NON-DEPARTMENTAL	GENERAL FUND	LANGFORD COMMUNITY MANAGEMENT SERVICES		LHMPP GRANT 22-130-062-E6	6,250.00
		HEALTH CARE SERVICE CORPORATION		RETIREE COVERAGE	3,331.07
		HUMANA INSURANCE COMPANY		HUMANA VISION RETIREES 202	19.16
				TOTAL:	9,600.23
TIF EXPENDITURES	TIF (TAX INCREMENT	LEONARD, JENNY REBECCA DBA: LIONHEART		DOWNTOWN MASTER PLAN	10,150.00
				TOTAL:	10,150.00
HOTEL/MOTEL TAX	HOTEL/MOTEL FUND	ARSENAL ADVERTISING LLC DBA: ARSENAL		TAYLOR MADE ADS FY23/24	4,737.27
				TOTAL:	4,737.27
CONTRIBUTE CIVIC PROGR	MAIN STREET REVENU	MORRIS, KARYN DBA SWEET & SOUTHERN FIN		519 N MAIN SHOP DT TAYLOR	500.00
		SKILES, TERRY V.		FILMING REELS ADVERTISEMEN	1,200.00
				TOTAL:	1,700.00
LIBRARY	LIBRARY GRANT/DONA	MISCELLANEOUS	GREEN MAN THERAPEUTIC	GREEN MAN THERAPEUTIC MASS	60.00
			KAMI VISITSAK	KAMI VISITSAK:CHAIR YOGA	255.00
			GREEN MAN THERAPEUTIC	GREEN MAN THERAPEUTIC MASS	60.00
			GREEN MAN THERAPEUTIC	GREEN MAN THERAPEUTIC MASS	60.00
				TOTAL:	435.00
I & S PAYMENT ACCOUNTS	I & S FOR G O BOND	BANK OF AMERICA NA		CO SERIES 2007	459,312.00
				CO SERIES 2007	42,133.57
		JP MORGAN CHASE BANK-GO REF 2015		GO REF 2015	377,527.50
				GO REF 2015	7,886.55
		THE BANK OF NEW YORK MELLON		GO REFUNDING SERIES 2021	825.00
				CO 2023A PAYING AGENT FEE	750.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CO SERIES 2022	444,180.00
			CO SERIES 2022	214,782.91
			GO REF BONDS 2016	58,905.54
			GO REF BONDS 2017	115,544.00
			GO REF BONDS 2017	18,398.16
			GO REF BONDS 2021	395,000.00
			GO REF BONDS 2021	21,900.00
			COMBINATION TAX REV CO 201	41,720.00
			COMBINATION TAX REV CO 201	15,507.92
			COMBINATION TAX REV CO 201	490,000.00
			COMBINATION TAX REV CO 201	48,675.00
			COMBINATION TAX REV CO 201	337,906.00
			COMBINATION TAX REV CO 201	133,283.39
			COMBINATION TAX REV CO 202	1,147,190.63
		WILMINGTON TRUST, NA	CO SER 2013 PAYING AGENT F	300.00
			TAX & REVENUE CO SERIES 20	54,300.00
			TAX & REVENUE CO SERIES 20	65,000.00
		WEBSTER BANK, N.A.	LTN SERIES 2022	100,000.00
			LTN SERIES 2022	72,435.50
		BOKF NA	COMBINATION TAX REV CO 202	170,000.00
			COMBINATION TAX REV CO 202	200.00
			TOTAL:	4,833,663.67
I & S PAYMENT ACCOUNTS	I&S UTILITY CO'S &	BANK OF AMERICA NA	CO SERIES 2006	43,165.00
			CO SERIES 2006	750,000.00
			CO SERIES 2007	660,688.00
			CO SERIES 2007	60,606.18
		JP MORGAN CHASE BANK-GO REF 2015	GO REF 2015	327,472.50
			GO REF 2015	6,840.90
		THE BANK OF NEW YORK MELLON	CO SERIES 2022	380,820.00
			CO SERIES 2022	184,145.22
			GO REF BONDS 2016	101,294.46
			GO REF BONDS 2017	144,456.00
			GO REF BONDS 2017	23,001.84
			COMBINATION TAX REV CO 201	85,820.00
			COMBINATION TAX REV CO 201	31,900.52
			COMBINATION TAX REV CO 201	197,094.00
			COMBINATION TAX REV CO 201	77,741.61
			TOTAL:	3,075,046.23
AIRPORT CO'S-I&S ACCOU	I & S FOR AIRPORT	THE BANK OF NEW YORK MELLON	COMBINATION TAX REV CO 201	47,460.00
			COMBINATION TAX REV CO 201	17,641.56
			TOTAL:	65,101.56
CAPITAL PROJECTS	GENERAL CAPITAL IM	HDR ENGINEERING INC	T/O#55 D.R AQUATIC C	24,497.50
			TOTAL:	24,497.50
2013 BOND PROJECTS	GENERAL CAPITAL IM	HDR ENGINEERING INC	T/O#14/CR 366 WATERLINE DE	2,687.64
			TOTAL:	2,687.64
RESILIENT COMM PROGRAM	GENERAL CAPITAL IM	LANGFORD COMMUNITY MANAGEMENT SERVICES	GLO-RESILIENT COMMUNITIES	37,000.00
			TOTAL:	37,000.00
DRAINAGE IMPROVEMENTS	MDUS IMPROVEMENT P	HDR ENGINEERING INC	TO #4 MUSTANG CREEK	2,364.35
			TO #1 PROFESSIONAL ENG.	12,955.98
			TOTAL:	15,320.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PERFORMANCE CONTRACT	2017 PERFORMANCE C	HDR ENGINEERING INC	TO # 26 ELECTRICAL IMPROV	7,798.40
			TOTAL:	7,798.40
NON-DEPARTMENTAL	TRANSPORTATION FUN	TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	481.27
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	303.09
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	68.24
			TOTAL:	862.18
TRANSPORTATION	TRANSPORTATION FUN	BRAUNTEX MATERIALS, INC.	3,723 /TONS HMCL TYPE D	24,118.52
			3,723 /TONS HMCL TYPE D	23,344.90
			3,723 /TONS HMCL TYPE D	11,881.60
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	912.36
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,316.24
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	47.24
			TOTAL:	61,630.44
NON-DEPARTMENTAL	MUNICIPAL DRAINAGE	TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	547.02
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,003.08
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	68.24
			TOTAL:	1,627.92
MUNICIPAL DRAINAGE	MUNICIPAL DRAINAGE	HUNTER CONCRETE PUMPING, INC.	814 E 2ND ST. DRAINAGE PRO	615.00
			DRAINAGE PROJ-814 E 2ND ST	963.00
			DRAINAGE PROJ-814 E 2ND ST	731.00
		MOSS & MOSS INC. #4000	BATTERIES-LASER LEVEL-814	28.78
			BLADE TO CUT PIPE-814 E 2N	19.79
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	1,036.97
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,974.36
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	14.37
			HUMANA DENTAL 2024	70.86
			TOTAL:	5,454.13
NON-DEPARTMENTAL	SANITATION FUND	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES&USE TAX ENDING 7/31/	9,515.81
			TOTAL:	9,515.81
SANITATION/TRASH	SANITATION FUND	WASTE CONNECTIONS LONE STAR, INC.	6052 RESIDENTIAL	71,824.34
			6051 RESIDENTIAL RECYCLE	33,583.05
			296 FRONT LOAD	53,699.81
			239 COMMERCIAL TOTERS	7,497.04
			TOTAL:	166,604.24
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC AUG 2024 INVOICE	211.00
		NATIONWIDE RETIREMENT SOLUTIONS	457B DEF COMP PLAN	70.00
			457B DEF COMP PLAN	70.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	8,974.13
		WEX HEALTH, INC. DBA: WEX	38705 FSA	73.63
			38705 FSA	73.63
		INTERNATIONAL CITY MANAGEMENT ASSOC RE	PLAN ID 307325-CONTRIBUTOR	65.00
			PLAN ID 307325-ROTH	50.00
			PLAN ID 307325-CONTRIBUTOR	65.00
			PLAN ID 307325-ROTH	50.00
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	2,817.38
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	42.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HUMANA DENTAL 2024	242.56
			TOTAL:	12,804.95
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	AMAZON.COM SALES, INC DBA: AMAZON.COM	FOLDERS, PENS, EPSON RIBBO	164.98
		BRINKS, INCORPORATED	BRINKS JULY 2024	1,542.86
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER	9.98
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	3,206.53
		VERIZON WIRELESS	CELL PHONES	134.57
			IPAD	3.21
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	4,606.84
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	33.53
			HUMANA DENTAL 2024	141.72
			TOTAL:	9,844.22
WASTEWATER TREATMENT	PUBLIC UTILITIES F	WASTE CONNECTIONS LONE STAR, INC.	(2) 20 YD SLUDGE	970.10
		RISE SKYBEAM/JAB BROADBAND INC.	WWTP INTERNET	169.78
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	3,985.71
		TRACTOR SUPPLY COMPANY	FUEL	12.06
			BOOTS	179.99
			PUMP AND HOSE	294.98
		VERIZON WIRELESS	CELL PHONES	134.57
		HD SUPPLY, INC. DBA: USABLUEBOOK	LOCK OUT, BROTH, AMMONIA T	2,302.20
		SUNBELT RENTALS, INC.	Pump Rental/Pump Repair	8,232.51
		LAPRADE, NAPTALLY	WW OP LICENSE RENEWAL	111.00
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	3,948.72
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	28.74
			HUMANA DENTAL 2024	141.72
			TOTAL:	20,512.08
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F	ACT PIPE & SUPPLY, LTD	Parts & Clamps Order	2,178.96
			Parts & Clamps Order	4,857.30
			Parts & Clamps Order	1,144.03
			Parts & Clamps Order	638.04
		AMAZON.COM SALES, INC DBA: AMAZON.COM	OFFICE SUPPLIES	1,199.89
		CITY OF ROUND ROCK	JULY 2024 BAC-T'S	550.00
		DEPT OF STATE HEALTH SERVICES DBA LAB	WATER TESTING	828.00
		PVS DX INC. DBA: DPC INDUSTRIES, INC.	CHLORINE	1,523.16
		MOSS & MOSS INC. #3000	KEYS	38.18
			4" VALVE	44.99
			SOCKET	4.04
			NITRILE GLOVES	14.97
			KEYS	21.00
			PLIERS	10.13
			PIPE	15.28
		POPE MATERIALS INC	FREIGHT 3/8" CRUSHED STONE	520.06
			BASE FREIGHT	518.97
		PNC BANK NATIONAL ASSOCIATION	TXST TESTING REFUND	50.00-
		TEXAS CRUSHED STONE CO.	3/8" CRUSHED STONE	754.51
			3/8" CRUSHED STONE	752.91
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	9,820.21
		TECHLINE PIPE, L.P	FULL CIRCLE HARDWARE	903.08
		VERIZON WIRELESS	CELL PHONES	303.23
			IPAD	6.69
		MCCOY'S BUILDING SUPPLY	CONCRETE	9.86
		CINTAS CORP DBA FIRST AID & SAFETY	1201 N MAIN/MEDICAL KIT RE	108.27
		UNIFIRST HOLDINGS INC	UTILITY MAINT-UNIFORM RENT	396.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UTILITY MAINT-UNIFORM RENT	447.04
			UTILITY MAINT-UNIFORM RENT	393.23
			UTILITY MAINT-UNIFORM RENT	344.01
		HAYDAY, INC. DBA: CTWP	UTILITY MAINTEN COPIER REN	248.35
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	7,897.44
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	71.85
			HUMANA DENTAL 2024	330.69
		REYES, PETE	WATER CUT/108 E 2ND ST	900.00
		IG TRUE GRIT PARENT HOLDINGS, INC.	TEMPORARY STAFF	2,250.00
			TEMPORARY STAFF	3,000.00
			TEMPORARY STAFF	95.81
			TEMPORARY STAFF	87.77
			TEMPORARY STAFF	1,650.00
			TEMPORARY STAFF	1,050.00
			TEMPORARY STAFF	17.22
			TEMPORARY STAFF	31.03
			TEMPORARY STAFF	2,400.00
			TEMPORARY STAFF	85.76
			TEMPORARY STAFF	19.16
			TEMPORARY STAFF	1,050.00
			TOTAL:	49,481.49
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	EWC WTP/O&M 22028	316,295.31
			SAMSUNG INTERIM WATER JULY	935.51
		HDR ENGINEERING INC	CITY ENG. SERVICES	9,816.60
			3811 N MAIN-TRANSMISSION W	2,820.57
			THRALL WATER AGMT & MODELI	7.26
			WATER/WW MASTER PLAN UPDAT	7.26
			WATER/SEWER/PLANT CIP DEVE	11,852.76
			WATER CONSERVATION PLAN TC	7.26
			MUD ASSISTANCE(WILCO MUD 5	1,649.09
			WWTP ENGINEERING SUPPORT S	3,060.45
			TO # 45 LEAD SERVICE LINE	26,549.65
			TO # 43 SANITARY SEWER	2,565.00
			T/O#53 TAYLOR EDC WATERLI	1,318.91
		KNOLLE, HOLCOMB, CALLAHAN & TAYLOR, P.	TAYLOR100-7 UBIQUITY/MEARS	665.00
			TOTAL:	377,550.63
NON-DEPARTMENTAL	UTILITY IMPACT FEE	HDR ENGINEERING INC	TO # 30 AIRPORT LIFTSTA.	1,440.00
			TOTAL:	1,440.00
NON-DEPARTMENTAL	AIRPORT FUND	TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	620.07
			TOTAL:	620.07
AIRPORT OPERATIONS DEP	AIRPORT FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	PRINTER	549.91
			REPLACEMENT BLINDS FROM HE	386.13
			JACKETS	200.00
			SHIRTS	63.98
			MOUSE TRAP STATIONS	355.31
		BASSCO SERVICES, INC.	Fuel Truck Rental	5,400.00
			Fuel Truck Rental	12,600.00
		COUFAL-PRATER EQUIP LLC DBA UNITED AG	BLOWER	473.52
		MOSS & MOSS INC. #6000	REPAIR KEYS	10.36
			SPRAY, NAIL, & FLASHLIGHT	55.75
		RISE SKYBEAM/JAB BROADBAND INC.	AIRPORT INTERNET	129.78
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	1,175.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	CELL PHONES	94.35
		AVAYA FINANCIAL SERVICES	AIRPORT SECURITY CAMERAS	187.41
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
		FIRETROL PROTECTION SYSTEMS, INC.	AIRPORT REPAIR PANEL	416.13
			TOTAL:	22,107.70
NON-DEPARTMENTAL	CEMETERY OPERATING	TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	625.35
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	68.24
			TOTAL:	703.17
CEMETERY OPERATING DEP	CEMETERY OPERATING	RILEY GARDNER MEMORIAL SVC CO INC.	CEMETERY HEADSTONE LEVEL	12,500.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	1,185.47
		VERIZON WIRELESS	CELL PHONES	54.13
			CEMETERY IPAD	15.53
		KNIPPA, DANIEL	FY24 GRAVE DIGGING	2,600.00
			FY24 GRAVE DIGGING	1,950.00
		UNIFIRST HOLDINGS INC	CEMETERY/UNIFORM RENTAL	15.95
			CEMETERY/UNIFORM RENTAL	15.95
			CEMETERY/UNIFORM RENTAL	15.95
			CEMETERY/UNIFORM RENTAL	15.95
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	1,316.24
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	47.24
			TOTAL:	19,741.99
NON-DEPARTMENTAL	FLEET SERVICES OPE	AFLAC	AFLAC AUG 2024 INVOICE	48.62
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	970.91
		WEX HEALTH, INC. DBA: WEX	38705 FSA	5.00
			38705 FSA	5.00
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	303.09
			TOTAL:	1,332.62
FLEET SERVICES SECTION	FLEET SERVICES OPE	ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	WATER DEPT PREMIX	45.98
			STREET DEPT PURUS DEF	24.12
			STREET DEPT PURUS DEF	24.12
			#580 PATCH	3.34
			#349 PATCH	37.03
			#330 MOTOR/BLOWER	210.25
			STOCK OIL	25.32
			#733 GENERATOR	388.94
			#733 OIL	102.84
			ST DEPT/PURUS DEF	24.12
			FD PURUS DEF	36.18
			SHOP 4CYCLE GAS	90.00
			#620 HYD HOSE/HDY OIL	126.55
			#627 FUSE	4.18
			WWTP PURUS DEF	24.12
			#515 MUDFLAP	39.98
			#544 MISC PARTS	13.56
			STOCK OIL/WASH SOLVENT	177.12
			#340 OIL/FILTER	55.01
			#337 OIL/FILTER	55.01
			#303 OIL	48.66
			#306 OIL	48.66
			#11 BATTERY	119.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#303 FILTER	6.20
			#306 FILTER	6.20
			#11 FILTER	24.71
			#96 FILTER	13.10
			#628 AIR FILTER	7.35
			WATER DEPT WASH SOLVENT	8.44
			#347 OIL	85.70
			STOCK OIL	17.14
			STREET DEPT/FUEL PREMIX	45.98
			#515 BLADE	9.98
			SHOP TOOL	49.92
			STOCK BLADE	9.98
			CHAINSAW/WEEDEATER PLUGS	31.08
			#626 MISC PARTS	25.56
			STOCK WASH SOLVENT	25.32
		JIM McNABB INC DBA: ART OFFICE SIGNS	FLEET STOCK VINYL STICKERS	80.00
		METRO FIRE APPARATUS SPECIALISTS, INC	E2 HARDWARE TURN SIGNAL	110.42
		BASSCO SERVICES, INC.	FUEL TRUCK LEASE	1,800.00
		COUFAL-PRATER EQUIP LLC DBA UNITED AG	M1 FILTER	4.51
			M1 MISC PARTS	104.53
			#558A MISC HARDWARE	1,025.82
		DEFENDER SUPPLY LLC	HAIL DAMAGE REPAIR	13,800.00
		HENNA CHEVROLET INC	#347 PAD KIT	306.86
			#348 ROTOR	65.60
			#349 ROTOR	65.60
			#102 BLADES	50.12
			#800 BLADES	50.12
			#624 BLADES	50.12
			#601 BLADE	50.12
			#617 BLADE	50.12
			#331 CABLE	81.15
			#628 TANK/CAP/BLADE	75.07
			#303 BLADE	32.10
			#337 ELEMENT	43.16
			#342 BLADE	64.43
			#628 BLADE	42.14
			STOCK BLADE	42.14
			#628 MOTOR	140.81
			#628 BODY/SEAL	216.50
		O'REILLY AUTOMOTIVE, INC.	#627 ANTIFREEZE	59.97
			#627 RADIATOR	207.12
			330 MISC HARDWARE	34.26
			#513 ELECTRICAL SWITCH	22.99
			#337 FILTER	9.99
			#515 CLIMATE CONTROL RESIS	164.54
			#515 CAP	38.78
			RETURN #515 CAP	19.32-
			#515 BLOWER/MOTOR	14.24
			#515 SWITCH	24.41
			#544 OIL/FILTER	242.32
		INTERSTATE BATT. N AUSTIN	#621 BATTERY	163.74
			#733 BATTERY	178.95
			#511 BATTERY	346.20
		MOSS & MOSS INC. #8000	#513 MISC HARDWARE	2.69
			STOCK MISC HARDWARE	5.38
		EWALD KUBOTA INC	#509 OIL/FILTER	62.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#625 ORING	44.32
			#557 OIL/FILTER	40.99
		TONY MORGAN DBA: TDM TIRE SERVICE	#632 TIRE REPAIR	140.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	JULY 2024 CONTRIBUTIONS	1,840.57
		VERIZON WIRELESS	CELLPHONES	134.57
			GPS TRACKING SYSTEM	848.87
		ASSOCIATED SUPPLY COMPANY, INC	#577A SKID FT	308.26
		SIDDONS MARTIN EMERGENCY GROUP LLC	E2/CAB LIFT PUMP REPAIR	5,625.97
			T1 BRAKE REPAIRS	3,104.25
			T1 MISC PARTS	3,457.07
			FIRE STOCK WHEEL NUTS	57.45
		CINTAS CORP DBA FIRST AID & SAFETY	FLEET FIRST AID	82.95
		SOUTHERN TIRE MART	FM2 TIRES	241.08
			STOCK TIRES	241.08
			#347 (QTY 4) TIRES	608.00
		UNIFIRST HOLDINGS INC	FLEET/UNIFORM RENTAL	33.10
			FLEET/UNIFORM RENTAL	33.10
			FLEET/UNIFORM RENTAL	33.10
			FLEET/UNIFORM RENTAL	33.10
		SPINUP LLC DBA:	#633 OIL CHANGE	123.99
			#627 OIL CHANGE	99.99
		HEALTH CARE SERVICE CORPORATION	BCBS SEPT INV.	2,632.48
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	19.16
			HUMANA DENTAL 2024	70.86
		FLEETPRIDE, INC.	#565 DRAIN VALVE/BRAKES	177.47
			#515 COMBO BRAKE	160.86
			TOTAL:	42,194.30
FLEET REPLACEMENT	FLEET REPLACEMENT	CLAYTON HOLDINGS LLC	PAY #5 EQUIP LEASE 5000288	760.25
			PAY #5 EQUIP LEASE 5000288	14,441.43
		CLOSNER EQUIPMENT CO., INC	INVENTORY FEES	14.07
			NEW 2023 MAULDIN 1860B	8,000.00
			INTEREST	2,000.00
		DISCOUNTCELL, INC.	(6)CRADLEPOINT R920	5,940.00
			TOTAL:	31,155.75
TAX SUPPORTED CAPITAL	2022 BOND	HDR ENGINEERING INC	CITY COUNCIL STRIPING ALTE	7.27
			ADDITIONAL CONST. INSPECT	14,955.00
		HVJ SOUTH CENTRAL TEXAS - M&J, INC.	2033 ST MAINT. PROJECT	5,292.74
		AUSTIN UNDERGROUND INCORPORATED DBA:TE	2022 ST MAINT. 2ND, 4TH,	502,020.06
			TOTAL:	522,275.07
UITILITY INFRASTRUCTUR	SAMSUNG INFRASTRUC	HDR ENGINEERING INC	T/O#22-FM973/CR401 W & WW	1,230.08
			PO#041895 T/O25 NORTH PUMP	1,440.00
			TO # 24 PSA FM973 &CR401	1,713.00
		CBRE, INC.	PARCEL 1 & 1DE ROW	5,974.13
			TOTAL:	10,357.21
DEVELOPMENT SERVS	SAMSUNG DRRA ESCRO	HDR ENGINEERING INC	TO # 23 AMENDMENT 2	219,884.47
		VERIZON WIRELESS	CELLPHONES	54.31
		AT&T CORP	SAS TRAILER	30.00
			TOTAL:	219,968.78
DEVELOPMENT SERVS	SAMSUNG 3RD PARTY	HDR ENGINEERING INC	SAMSUNG 3RD PARTY DRRA	19,083.75
			TOTAL:	19,083.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
2023A BOND	2023A BOND	HDR ENGINEERING INC	TO# 40 CITY HALL/JUSTICE	36,849.39
		RABA KISTNER, INC.	COT COMPLEX STUDY	5,970.00
		GRANITE MEDIA PARTNERS, INC. DBA: TAYL	300 E 2ND REMOVE METAL BUI	132.00
		RANDALL SCOTT ARCHITECTS, INC.	JUSTICE CENTER/CITY HALL	172,263.00
			TOTAL:	215,214.39
2024 BOND STREETS	2024 TAX SUPPORTED	HDR ENGINEERING INC	TO # 47 LOCAL FLOOD	20,814.50
			TO #48 2024 STREET MAINT.	5,735.87
			TO # 50 MLK SIDEWALK	6,195.29
		MCGRAY & MCGRAY LAND SURVEYORS, INC.	Surveying Srvcs. Sidewalk	29,952.00
		GONZALEZ, AYDA S. DBA: AG3 GROUP, LLC	DRAINAGE PROJECT/SURVEY	30,975.00
			DRAINAGE PROJECT/SURVEY	17,330.00
			TOTAL:	111,002.66
2024 BOND PARKS	2024 TAX SUPPORTED	HDR ENGINEERING INC	2024 BOND PROJECT ESTIMATE	1,208.93
			TOTAL:	1,208.93
2022 UTILITY REV BOND	2022 UTILITY REVEN	HDR ENGINEERING INC	TO # 31 FM619 WATERLINE	1,943.37
			TO # 44 BULL BRANCH SEWER	51,422.34
		AUSTIN SURVEY COMPANY LLC DBA: INLAND	BULL BRANCH SEWER IMPROVE	9,675.00
			TOTAL:	63,040.71
UTILITY CAP IMPROVEMEN	UTILITY CAP IMPROV	HDR ENGINEERING INC	2024 BOND PROJECT ESTIMATE	1,208.93
			TO #37 AIRPORT SEWER	165,809.75
			TOTAL:	167,018.68
NON-DEPARTMENTAL	POOLED CASH	PNC BANK NATIONAL ASSOCIATION	7/7/24-7/31/24 TRANSACTION	28,764.19
			TOTAL:	28,764.19

========== FUND TOTALS ==========

100	GENERAL FUND	750,478.76
119	TIF (TAX INCREMENT FUND)	10,150.00
120	HOTEL/MOTEL FUND	4,737.27
123	MAIN STREET REVENUE FUND	1,700.00
129	LIBRARY GRANT/DONATION	435.00
140	I & S FOR G O BONDS	4,833,663.67
144	I&S UTILITY CO'S & BONDS	3,075,046.23
146	I & S FOR AIRPORT CO'S	65,101.56
162	GENERAL CAPITAL IMPROVEME	64,185.14
164	MDUS IMPROVEMENT PROJECTS	15,320.33
166	2017 PERFORMANCE CONTRACT	7,798.40
210	TRANSPORTATION FUND	62,492.62
300	MUNICIPAL DRAINAGE UTILIT	7,082.05
320	SANITATION FUND	176,120.05
340	PUBLIC UTILITIES FUND	470,193.37
345	UTILITY IMPACT FEE FUND	1,440.00
350	AIRPORT FUND	22,727.77
370	CEMETERY OPERATING FUND	20,445.16
382	FLEET SERVICES OPERATING	43,526.92
384	FLEET REPLACEMENT FUND	31,155.75
500	2022 BOND	522,275.07
501	SAMSUNG INFRASTRUCTURE	10,357.21
502	SAMSUNG DRRA ESCROW	219,968.78
503	SAMSUNG 3RD PARTY DRRA	19,083.75
504	2023A BOND	215,214.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
	505	2024 TAX SUPPORTED BOND		112,211.59
	600	2022 UTILITY REVENUE BOND		63,040.71
	601	UTILITY CAP IMPROVEMENTS		167,018.68
	950	POOLED CASH		28,764.19
		GRAND TOTAL:		11,021,734.42

TOTAL PAGES: 18

Attachment D

Balance Sheets by Funds

General Fund
Tax Increment Financing Funds
Hotel Occupancy Tax Fund
Main Street Fund
Municipal Court Special Fee Fund
Library Grant/Donations Fund
Roadway Impact Fee Fund
Transportation User Fee Fund
Municipal Drainage Utility System Fund
Sanitation Fund
Public Utilities Fund
Utility Impact Fee Fund
Airport Fund
Cemetery Fund
Fleet Services Operating Fund
Fleet Replacement Fund

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
======			
100-100-100	PETTY CASH	0.00	
100-100-102	CLAIM ON POOLED CASH	17,764,610.20	
100-100-103	SECURITY INVESTMENTS	3,843,911.83	
100-100-104	SAFEKEEPING CHECKING ACCT	(7,800.83)	
100-100-105	MONEY MARKET @CNB #4260618	12,296.53	
100-100-107	GEN OPERATING TXCLASS 0008	3,683,887.52	
100-100-108	NED TRUST(MOODY)TEXSTAR	221,976.80	
100-100-113	TEXPOOL 2465300015 N MOODY	23,615.04	
100-120-100	PROPERTY TAXES RECEIVABLE	249,901.78	
100-120-103	MISC. ACCOUNTS RECEIVABLE	10,294.49	
100-120-110	ALLOWANCE UNCOLLECTED TAXES	(54,611.46)	
100-120-120	SALES TAXES RECEIVABLE	2,394,951.94	
100-120-121	MIXED BEV TAX RECEIVABLE	6,684.58	
100-120-140	GRANTS RECEIVABLE	(35,360.14)	
100-120-141	FRANCHISE TAX RECEIVABLE	(83,438.44)	
100-120-150	LEASE RECEIVABLE KAPSCH	136,841.39	
100-120-250	DUE FROM FUND 350 FOR LOAN	0.00	
100-120-252	DUE FROM CIP FUND	5,325.00	
100-120-255	DUE FROM OTHER FUNDS	162,531.92	
100-120-302	TEDC REIMBURSE FOR MAIN ST	0.00	
100-170-100	CURRENT YR RES FOR ENCUMBRANCE	(3,768,177.84)	
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,288,715.45	
100-170-103	PRE-PAY HEALTH INSURANCE	0.00	
100-180-101	DUE FROM SOURCES-GRANT REVENUE	0.00	
			25,856,155.76
	TOTAL ASSETS		25,856,155.76
			==========
LIABILITIES			
==========			
100-200-100	ACCRUED PAYABLES	0.00	
100-200-110	ENCUMBERED PAYABLE GEN.	(3,768,177.84)	
100-200-111	PRIOR YEAR ENCUMBRANCE	1,288,715.45	
100-200-200	FICA & MEDICARE PAYABLE	(130.98)	
100-200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
100-200-202	TMRS PAYABLE	98,438.88	
100-200-203	DEFERRED COMP PAYABLE	1,809.31	
100-200-204	CIVIL SERVICE-SICK LEAVE	0.00	
100-200-205	TEDC SALES TAX PAYABLE	0.00	
100-200-209	CHILD SUPPORT PAYABLE	0.00	
100-200-210	CHILD SUPPORT PAYABLE	(747.71)	
100-200-211	GARNISHMENTS PAYABLE	3,272.94	
100-200-212	LIFE INSURANCE PAYABLE	6,893.49	
100-200-213	DENTAL PAYABLE	(3,984.18)	
100-200-214	AFLAC PAYABLE	6,210.19	
100-200-215	CLOTHES RENTAL PAYABLE	0.00	
100-200-216	CINCINNATI LIFE PAYABLE	5,406.75	
100-200-218	BLUE CHOICE PAYABLE	27.62	
100-200-219	SCOTT & WHITE HEALTH PAYABLE	8,133.58	

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
100-200-220	S&W PAYABLE 2001-2011	(9,793.98)		
100-200-221	FLEXIBLE SPENDING (FSA) PAYABL	(2,241.81)		
100-200-222	PRE-PAID LEGAL PAYABLE	(4,418.10)		
100-200-228	MISC DEDUCTIONS PAYABLE	0.00		
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)		
100-200-230	UNITED WAY PAYABLE	0.00		
100-200-231	MEMBERSHIP/DUES PAYABLE	200.00		
100-200-232	COURT BOND REFUND PAYABLE	(651.80)		
100-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)		
100-200-234	GLOBE LIFE PAYABLE	(2,153.40)		
100-200-235	VISION PLAN PAYABLE	317.98		
100-200-300	RETAINAGE PAYABLE	0.00		
100-200-301	COURT COLLECTIONS	5,820.52		
100-200-401	WAGES PAYABLE	209,427.71		
100-200-500	ACCOUNTS PAYABLE PENDING	376,255.83		
100-200-502	DUE TO STATE/COURT FEES	50,272.57		
100-200-503	DUE TO COMPT. SALES TAX	0.00		
100-200-504	DUE TO TEDC-MONTHLY SALES TAX	0.00		
100-200-505	DUE TO OMNIBASE SERVICES INC	(577.33)		
100-200-507	DUE TO HEALTH/COBRA FROM OTHER	(28,900.65)		
100-200-508	DUE TO TISD:HOUSING AUTH PILOT	0.00		
100-200-509	DUE TO TMRS FROM TEDC	79.59		
100-210-111	DUE TO I&S (TAX COLLECTIONS)	375,839.00		
100-210-191	DUE TO OTHERS FROM EVIDENCE	0.00		
100-220-100	TAX DISTRIBUTION	0.00		
100-220-110	DEFERRED INFLOW OF RESOURCES	114,679.64		
100-240-100	DEFERRED TAX REVENUE	195,290.32		
100-240-101	UNCLAIMED FUNDS	14,999.34		
100-240-102	DEFERRED REV-BOND PREMIUM	0.00		
100-240-103	DEFERRED REVENUE	41,610.14		
100-240-104	REFUNDABLE FACILITY DEPOSITS	8,854.22		
100-241-110	PREPAYMNT PERMT M2E3LLC 100YRS	2,478.19		
100-241-111	RESERVE CHRISTMAS DONATIONS	4.66		
100-241-113	ESCROW-BONDS POSTED-DEFENDENTS	7,498.45		
	TOTAL LIABILITIES		(1,052,052.98)	
EQUITY				
100-265-100	RESTRICTED PORTION FUND BA	0.00		
100-270-100	FUND BALANCE	17,716,011.10		
100-280-100	ASSIGNED FUND BALANCE	32,396.29		
	TOTAL BEGINNING EQUITY	17,748,407.39		
	TOTAL REVENUE	36,923,072.85		
	TOTAL EXPENSES	27,763,271.50		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	9,159,801.35		
	TOTAL EQUITY & FUND BALANCE		26,908,208.74	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			25,856,155.76

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

118-TIF #2

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
118-100-102	CLAIM ON POOLED CASH	0.00		
118-100-103	SECURITY INVESTMENTS	0.00		
118-100-104	SAFEKEEPING CHECKING ACCT	0.00		
118-100-115	TEXPOOL 2465300022 TIF #2	658,595.79		
118-120-103	MISC ACCOUNTS RECEIVABLE	0.00		
118-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00		
118-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
			658,595.79	
	TOTAL ASSETS			658,595.79
LIABILITIES				
118-200-110	CURRENT YEAR ENCUMBRANCE	0.00		
118-200-111	PRIOR YEAR ENCUMBRANCE	0.00		
118-200-300	RETAINAGE PAYABLE	0.00		
118-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
118-270-100	FUND BALANCE	146,059.25		
	TOTAL BEGINNING EQUITY	146,059.25		
	TOTAL REVENUE	540,536.54		
	TOTAL EXPENSES	28,000.00		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	512,536.54		
	TOTAL EQUITY & FUND BALANCE		658,595.79	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			658,595.79

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
119-100-102	CLAIM ON POOLED CASH	231,254.23		
119-100-103	SECURITY INVESTMENTS	0.00		
119-100-104	SAFEKEEPING CHECKING ACCT	0.00		
119-100-115	TEXPOOL 246530004 TIF PROP TAX	587,101.44		
119-120-103	MISC ACCOUNTS RECEIVABLE	0.00		
119-170-100	CURRENT YR RES FOR ENCUMBRANCE	(104,320.00)		
119-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
			714,035.67	
	TOTAL ASSETS			714,035.67
LIABILITIES				
119-200-110	CURRENT YEAR ENCUMBRANCE	(104,320.00)		
119-200-111	PRIOR YEAR ENCUMBRANCE	0.00		
119-200-300	RETAINAGE PAYABLE	0.00		
119-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		(104,320.00)	
EQUITY				
119-270-100	FUND BALANCE	554,216.72		
	TOTAL BEGINNING EQUITY	554,216.72		
	TOTAL REVENUE	965,292.98		
	TOTAL EXPENSES	701,154.03		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	264,138.95		
	TOTAL EQUITY & FUND BALANCE		818,355.67	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			714,035.67

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
120-100-102	CLAIM ON POOLED CASH	189,837.42		
120-120-103	MISC ACCOUNTS RECEIVABLE	24,520.19		
120-170-100	CURRENT YR RES FOR ENCUMBRANCE	(6,960.06)		
120-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
			207,397.55	
	TOTAL ASSETS			207,397.55
LIABILITIES				
120-200-110	CURRENT YEAR ENCUMBRANCE	(6,960.06)		
120-200-111	PRIOR YEAR ENCUMBRANCE	0.00		
120-200-500	ACCOUNTS PAYABLE PENDING	0.00		
120-200-505	DUE TO SAYDA 380 AGREEMENT	0.00		
	TOTAL LIABILITIES		(6,960.06)	
EQUITY				
120-270-100	FUND BALANCE	130,576.08		
	TOTAL BEGINNING EQUITY	130,576.08		
	TOTAL REVENUE	337,525.59		
	TOTAL EXPENSES	253,744.06		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	83,781.53		
	TOTAL EQUITY & FUND BALANCE		214,357.61	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			207,397.55

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
123-100-102	CLAIM ON POOLED CASH	83,993.22		
123-120-103	MISC ACCOUNTS RECEIVABLE	0.00		
123-170-100	CURRENT YR RES FOR ENCUMBRANCE	(24,130.00)		
123-170-101	PRIOR YR RES FOR ENCUMBRANCE	11,910.00		
			71,773.22	
	TOTAL ASSETS			71,773.22
				==========
LIABILITIES				
==========				
123-200-110	CURRENT YEAR ENCUMBRANCE	(24,130.00)		
123-200-111	PRIOR YEAR ENCUMBRANCE	11,910.00		
123-200-500	ACCOUNTS PAYABLE PENDING	26,231.77		
123-240-100	PRE-REGISTER FESTIVAL/CARSHOW	0.00		
	TOTAL LIABILITIES		14,011.77	
EQUITY				
======				
123-270-100	FUND BALANCE	61,544.35		
	TOTAL BEGINNING EQUITY	61,544.35		
	TOTAL REVENUE	136,530.75		
	TOTAL EXPENSES	140,313.65		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(3,782.90)		
	TOTAL EQUITY & FUND BALANCE		57,761.45	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			71,773.22
				==========

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
125-100-102	CLAIM ON POOLED CASH	122,970.36		
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(18,991.00)		
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	16,595.00		
			120,574.36	
	TOTAL ASSETS			120,574.36
LIABILITIES				
125-200-110	CURRENT YEAR ENCUMBRANCE	(18,991.00)		
125-200-111	PRIOR YEAR ENCUMBRANCE	16,595.00		
125-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		(2,396.00)	
EQUITY				
125-270-100	FUND BALANCE	105,411.00		
	TOTAL BEGINNING EQUITY	105,411.00		
	TOTAL REVENUE	25,744.10		
	TOTAL EXPENSES	8,184.74		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	17,559.36		
	TOTAL EQUITY & FUND BALANCE		122,970.36	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			120,574.36

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

129-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
129-100-102	CLAIM ON POOLED CASH	68,227.24		
129-100-103	TEXSTAR: NOBLE TRUST - 3444	1,022.50		
129-100-108	NED TRUST (LIBRARY) TEXSTAR	311,838.89		
129-120-103	MISC ACCTS RECEIVABLE	0.00		
129-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,436.37)		
129-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,436.37		
			381,088.63	
	TOTAL ASSETS			381,088.63
				==========
LIABILITIES				
==========				
129-200-110	CURRENT YEAR ENCUMBRANCE	(1,436.37)		
129-200-111	PRIOR YEAR ENCUMBRANCE	1,436.37		
129-200-233	OTHER A/P PENDING (AUDITOR)	(10,945.00)		
129-200-500	ACCOUNTS PAYABLE PENDING	11,089.57		
	TOTAL LIABILITIES		144.57	
EQUITY				
======				
129-270-100	FUND BALANCE	371,073.85		
	TOTAL BEGINNING EQUITY	371,073.85		
	TOTAL REVENUE	28,823.30		
	TOTAL EXPENSES	18,953.09		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	9,870.21		
	TOTAL EQUITY & FUND BALANCE		380,944.06	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			381,088.63
				==========

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
200-100-102	CLAIM ON POOLED CASH	932,913.18		
200-170-100	CURRENT YR RES FOR ENCUMBRANCE	(97,999.32)		
200-170-101	PRIOR YR RES FOR ENCUMBRANCE	97,999.32		
			932,913.18	
	TOTAL ASSETS			932,913.18
LIABILITIES				
200-200-110	CURRENT YR ENCUMBRANCES	(97,999.32)		
200-200-111	PRIOR YR ENCUMBRANCES	97,999.32		
200-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
200-270-100	FUND BALANCE	724,055.22		
	TOTAL BEGINNING EQUITY	724,055.22		
	TOTAL REVENUE	208,857.96		
	TOTAL EXPENSES	0.00		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	208,857.96		
	TOTAL EQUITY & FUND BALANCE		932,913.18	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			932,913.18

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

210-TRANSPORTATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
210-100-101	2019 CO BOND FUNDS TEXSTAR	0.00		
210-100-102	CLAIM ON POOLED CASH	1,930,735.55		
210-100-103	SECURITY INVESTMENTS	0.00		
210-100-104	SAFEKEEPING CHECKING ACCT	0.00		
210-120-130	ACCTS RECEIVABLE TRANSPORTATIO	136,448.08		
210-120-131	ALLOWANCE-TRANSPORTATION	(19,352.76)		
210-170-100	CURRENT YR RES FOR ENCUMBRANCE	(344,492.75)		
210-170-101	PRIOR YR RES FOR ENCUMBRANCE	6,676.71		
			1,710,014.83	
	TOTAL ASSETS			1,710,014.83
LIABILITIES				
210-200-100	ACCRUED PAYABLES	0.00		
210-200-110	CURRENT YR ENCUMBRANCES	(344,492.75)		
210-200-111	PRIOR YR ENCUMBRANCES	6,676.71		
210-200-200	FICA & MEDICARE PAYABLE	0.00		
210-200-201	FEDERAL WITHHOLDING PAYABLE	0.00		
210-200-202	TMRS PAYABLE	(2,007.54)		
210-200-209	CHILD SUPPORT PAYABLE	0.00		
210-200-212	LIFE INSURANCE PAYABLE	(45.71)		
210-200-213	DENTAL PAYABLE	165.58		
210-200-219	SCOTT & WHITE HEALTH PAYABLE	1,201.39		
210-200-221	FLEXIBLE SPENDING (FSA) PAYABL	0.00		
210-200-222	PRE-PAID LEGAL PAYABLE	0.00		
210-200-235	VISION PLAN PAYABLE	18.88		
210-200-401	WAGES PAYABLE	1,771.23		
210-200-500	ACCOUNTS PAYABLE PENDING	11,587.38		
210-240-101	UNCLAIMED FUNDS	0.00		
	TOTAL LIABILITIES		(325,124.83)	
EQUITY				
210-270-100	FUND BALANCE	1,675,705.08		
	TOTAL BEGINNING EQUITY	1,675,705.08		
	TOTAL REVENUE	814,676.73		
	TOTAL EXPENSES	455,242.15		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	359,434.58		
	TOTAL EQUITY & FUND BALANCE		2,035,139.66	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			1,710,014.83

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
300-100-102	CLAIM ON POOLED CASH	693,959.61		
300-120-100	DRAINAGE RECEIVABLE	88,165.46		
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(6,099.42)		
300-160-206	FIXED ASSET-WORK IN PROGRESS	0.00		
300-170-100	CURRENT YR RES FOR ENCUMBRANCE	(9,441.60)		
300-170-101	PRIOR YR RES FOR ENCUMBRANCE	9,441.60		
300-190-103	ACCUMULATED DEPRECIATION	0.00		
			776,025.65	
	TOTAL ASSETS			776,025.65
LIABILITIES				
300-200-104	ACCRUED INTEREST PAYABLE	0.00		
300-200-110	CURRENT YEAR ENCUMBRANCES	(9,441.60)		
300-200-111	PRIOR YEAR ENCIMBRANCES	9,441.60		
300-200-200	FICA & MEDICARE PAYABLE	0.00		
300-200-201	FEDERAL WITHHOLDING PAYABLE	0.00		
300-200-202	TMRS PAYABLE	1,746.73		
300-200-203	DEFERRED COMP PAYABLE	(5.01)		
300-200-208	ACCRUED VACATION	0.00		
300-200-209	CHILD SUPPORT PAYABLE	0.00		
300-200-212	LIFE INSURANCE PAYABLE	59.85		
300-200-213	DENTAL PAYABLE	26.96		
300-200-219	SCOTT & WHITE HEALTH PAYABLE	242.62		
300-200-221	FLEXIBLE SPENDING (FSA) PAYABL	18.52		
300-200-222	PRE-PAID LEGAL PAYABLE	(223.20)		
300-200-233	OTHER A/P PENDING (AUDITOR)	0.00		
300-200-235	VISION PLAN PAYABLE	11.76		
300-200-240	BOND PAYABLE - CURRENT	0.00		
300-200-300	RETAINAGE PAYABLE	0.00		
300-200-401	WAGES PAYABLE	2,715.14		
300-200-500	ACCOUNTS PAYABLE PENDING	1,538.29		
	TOTAL LIABILITIES		6,131.66	
EQUITY				
300-250-100	CONTRIBUTED CAPITAL-DRAINAGE	0.00		
300-270-100	FUND BALANCE	446,542.54		
	TOTAL BEGINNING EQUITY	446,542.54		
	TOTAL REVENUE	614,104.89		
	TOTAL EXPENSES	290,753.44		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	323,351.45		
	TOTAL EQUITY & FUND BALANCE		769,893.99	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			776,025.65

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

320-SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
320-100-102	CLAIM ON POOLED CASH	569,672.38		
320-120-103	MISC ACCOUNTS RECEIVABLE	86,918.84		
320-120-130	ACCTS RECEIVABLE GARBAGE	284,430.93		
320-120-131	ALLOWANCE-GARBAGE	(818.82)		
320-120-141	FRANCHISE TAX RECEIVABLE	0.00		
320-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00		
320-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00		
			940,203.33	
	TOTAL ASSETS			940,203.33
LIABILITIES				
320-200-100	ACCRUED PAYABLES	0.00		
320-200-110	CURRENT YR ENCUMBRANCES	0.00		
320-200-111	PRIOR YR ENCUMBRANCES	0.00		
320-200-500	ACCOUNTS PAYABLE PENDING	0.00		
320-200-503	DUE TO STATE COMPT SALES TAX	45,088.95		
320-240-101	UNCLAIMED FUNDS	0.00		
	TOTAL LIABILITIES		45,088.95	
EQUITY				
320-270-100	FUND BALANCE	723,463.40		
	TOTAL BEGINNING EQUITY	723,463.40		
	TOTAL REVENUE	2,168,919.55		
	TOTAL EXPENSES	1,997,268.57		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	171,650.98		
	TOTAL EQUITY & FUND BALANCE		895,114.38	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			940,203.33

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
340-100-100	PETTY CASH	1,600.00	
340-100-101	2019 CO BOND FUNDS TEXSTAR	88,895.81	
340-100-102	CLAIM ON POOLED CASH	4,756,598.70	
340-100-103	SECURITY INVESTMENTS	0.00	
340-100-104	SAFEKEEPING CHECKING ACCT	0.00	
340-100-107	TEXPOOL 2465300012 TOWER RENT	384,590.04	
340-100-110	TEXPOOL 2465300001 UTILITY FD	55,890.42	
340-100-116	UTILITY OPERATING-TXCLASS 0007	1,137,065.65	
340-100-118	TEXPOOL RATE STABILIZATION 18	175,263.30	
340-100-119	TEXPOOL CAPITAL OUTLAY-ASSETS	345,645.74	
340-100-120	TEXPOOL WORKING CAPITAL-CIP	510,850.64	
340-100-121	TEXPOOL 2017 WWTP IMPROVMNTS	0.00	
340-100-122	RESTRICTED CASH-ESCROW	(150,000.00)	
340-120-100	ACCOUNTS RECEIVABLE	2,016,994.13	
340-120-101	CURRENT REFUND PAYABLE	17,544.21	
340-120-102	UNAPPLIED CREDITS	(51,848.60)	
340-120-103	MISC. ACCOUNTS RECEIVABLE	1,467.62	
340-120-104	AR - AUDIT ACCRUALS	0.00	
340-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(5,303.61)	
340-120-150	LEASE RECEIVABLE VERIZON	6,358.82	
340-120-151	LEASE RECEIVABLE ATT	50,367.90	
340-140-100	INVENTORY	57,236.92	
340-150-100	BOND ISSUANCE COSTS	0.00	
340-150-105	DEFERRED AMT ON REFUNDING	0.00	
340-160-100	LAND	457,201.00	
340-160-200	BUILDINGS	6,363,714.34	
340-160-206	FIXED ASSETS: WORK IN PROGRESS	2,969,035.34	
340-160-225	PLANT DISTRIBUTION/COLLECTION	54,080,074.24	
340-160-235	EQUIPMENT	1,287,936.97	
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,350,872.09)	
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	434,336.40	
340-170-103	PRE-PAY HEALTH INSURANCE	0.00	
340-190-103	ACCUMULATED DEPRECIATION	(28,993,610.43)	
			44,647,033.46
	TOTAL ASSETS		44,647,033.46
LIABILITIES			
340-200-104	ACCRUED INTEREST PAYABLE	133,957.33	
340-200-110	CURRENT YEAR ENCUMBRANCES	(1,350,872.09)	
340-200-111	PRIOR YEAR ENCUMBRANCE	434,336.40	
340-200-200	FICA AND MEDICARE PAYABLE	(526.13)	
340-200-201	FEDERAL WITHHOLDING PAYABLE	(1,073.32)	
340-200-202	TMRS PAYABLE	9,647.67	
340-200-203	DEFERRED COMP PAYABLE	(283.69)	
340-200-204	DEFERRED CHARGES	0.00	
340-200-205	Pension Liability	908,812.74	
340-200-208	ACCRUED VACATION	31,437.53	

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
340-200-209	CHILD SUPPORT PAYABLE	0.00
340-200-210	CHILD SUPPORT PAYABLE	0.00
340-200-211	OPEB-SDBF LIABILITY	56,825.25
340-200-212	LIFE INSURANCE PAYABLE	1,458.47
340-200-213	DENTAL PAYABLE	103.21
340-200-214	AFLAC PAYABLE	613.93
340-200-215	CLOTHES RENTAL PAYABLE	0.00
340-200-216	CINCINNATI LIFE PAYABLE	390.42
340-200-218	BLUE CHOICE PAYABLE	175.48
340-200-219	SCOTT & WHITE HEALTH PAYABLE	(1,996.31)
340-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	0.00
340-200-222	PRE-PAID LEGAL PAYABLE	(251.40)
340-200-228	MISC. DEDUCTIONS PAYABLE	0.00
340-200-229	MET LIFE DENTAL PAYABLE	(135.78)
340-200-230	UNITED WAY PAYABLE	(1.00)
340-200-233	OTHER A/P PENDING (AUDITOR)	(15,805.47)
340-200-235	VISION PLAN PAYABLE	36.59
340-200-240	BONDS PAYABLE-CURRENT	0.00
340-200-300	RETAINAGE PAYABLE	0.00
340-200-401	WAGES PAYABLE	36,598.21
340-200-500	ACCOUNTS PAYABLE PENDING	154,543.82
340-200-505	DUE TO OTHER FUNDS	0.00
340-200-999	UNRECONCILED DIFFERENCES	0.00
340-210-100	UNAMORT. BOND DISCOUNT	0.00
340-210-101	BOND PREMIUMS	1,919,947.71
340-210-102	DEFERRED AMT ON REFUNDING	(363,450.74)
340-210-110	DEFERRED OUTFLOW RESORCES TMRS	(158,416.10)
340-210-111	SDBF-DEF OUTFLOW OF RE CONTR	(1,746.32)
340-210-113	SDBF DEF INFLOW ACT EX VS ASS	6,414.64
340-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	14,870.90
340-210-115	DEFERRED OUTFLOW INVST TMRS	(303,727.27)
340-210-118	DEFERRED INFLOW-ACTUAL VS ASSM	(3,999.65)
340-210-119	DEFERRED OUTFLOW-CHNG IN ASSUM	0.00
340-220-110	DEFERRED INFLOW OF RESOURCES	66,816.09
340-230-109	CAPITAL LEASE BANC ONE NEMI	0.00
340-230-114	4.5M CO SERIES 2003 (65%)	0.00
340-230-115	4.2M COMB CO 2006 (4M)	1,940,000.00
340-230-116	10M COMB SERIES 2007 (7M)	3,165,000.00
340-230-117	9.615M COMB SERIES 08 (6.615M)	0.00
340-230-118	8.995 GO REFUNDING 2009	0.00
340-230-119	2.625 GO REF 2010	0.00
340-230-120	5.450M GO REF 2012 (1.460M)	0.00
340-230-121	4.595M 2015 GO REF (1.695M)	655,000.00
340-230-122	8.010M 2016 GO REF (5.065M)	5,065,000.00
340-230-123	5.34M COMB SERIES 2017(2.250M)	2,170,000.00
340-230-124	3.02M GO REF 2017 (1.585M)	1,150,000.00
340-230-125	12.590 M 2019 COs (4.425M)	4,025,000.00
340-230-126	4.035M 2021 GO Ref	0.00
340-230-127	22.91M 2022 CO (10.575M)	19,280,000.00
340-240-100	METER DEPOSITS	609,385.00
340-240-101	UNCLAIMED FUNDS	5,611.58

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
340-240-120	ALLOWANCE FOR BAD DEBT	0.00		
	TOTAL LIABILITIES		39,639,697.70	
EQUITY				
340-250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30		
340-250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00		
340-270-100	FUND BALANCE	3,171,637.04		
	TOTAL BEGINNING EQUITY	3,686,891.34		
	TOTAL REVENUE	14,875,644.96		
	TOTAL EXPENSES	13,555,200.54		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	1,320,444.42		
	TOTAL EQUITY & FUND BALANCE		5,007,335.76	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			44,647,033.46

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
345-100-102	CLAIM ON POOLED CASH	4,234,869.09		
345-100-103	SECURITY INVESTMENTS	0.00		
345-100-104	SAFEKEEPING CHECKING ACCT	0.00		
345-160-206	WORK IN PROGRESS	56,250.00		
345-160-225	PLANT DISTRIBUTION	143,311.29		
345-170-100	CURRENT YR RES FOR ENCUMBRANCE	(172,439.82)		
345-170-101	PRIOR YR RES FOR ENCUMBRANCE	139,045.00		
			4,401,035.56	
	TOTAL ASSETS			4,401,035.56
LIABILITIES				
345-200-110	CURRENT YEAR ENCUMBRANCE	(172,439.82)		
345-200-111	PRIOR YEAR ENCUMBRANCE	139,045.00		
345-200-233	OTHER A/P PENDING (AUDITOR)	0.00		
345-200-500	ACCOUNTS PAYABLE PENDING	0.00		
	TOTAL LIABILITIES		(33,394.82)	
EQUITY				
345-270-100	FUND BALANCE	3,671,017.11		
	TOTAL BEGINNING EQUITY	3,671,017.11		
	TOTAL REVENUE	848,439.00		
	TOTAL EXPENSES	85,025.73		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	763,413.27		
	TOTAL EQUITY & FUND BALANCE		4,434,430.38	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			4,401,035.56

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
350-100-102	CLAIM ON POOLED CASH	(174,235.73)	
350-100-106	TEXPOOL 2017 AIRPORT CONST	728,986.17	
350-120-100	AIRPORT RECEIVABLES	(1,933.47)	
350-120-101	REFUND CHECKS PAYABLE	0.00	
350-120-103	MISC. ACCOUNTS RECEIVABLE	(385.00)	
350-120-140	GRANTS RECEIVABLE	0.00	
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	0.00	
350-150-100	BOND ISSUANCE COSTS	0.00	
350-150-105	DEFERRED AMT ON REFUNDING	0.00	
350-160-100	LAND	859,833.00	
350-160-200	T-HANGERS (BUILDINGS)	4,344,298.10	
350-160-206	FIXED ASSETS:WORK IN PROGRESS	57,509.50	
350-160-210	EQUIPMENT	118,846.06	
350-160-300	RUNWAY	2,238,415.96	
350-160-335	FIELD EQUIPMENT	0.00	
350-170-100	CURRENT YR RES FOR ENCUMBRANCE	(976,024.75)	
350-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00	
350-170-103	PRE-PAY HEALTH INSURANCE	0.00	
350-190-103	ACCUMULATED DEPRECIATION	(2,376,995.58)	
			4,818,314.26
	TOTAL ASSETS		4,818,314.26
LIABILITIES			
350-200-100	ACCRUED ACCOUNTS PAYABLE	0.00	
350-200-110	CURRENT YEAR ENCUMBRANCE	(976,024.75)	
350-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
350-200-200	FICA AND MEDICARE PAYABLE	0.00	
350-200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
350-200-202	TMRS PAYABLE	945.68	
350-200-210	NET PENSION LIABILITY	33,196.33	
350-200-211	NEW OPED-SDBF LIABILITY	2,075.66	
350-200-212	LIFE INSURANCE PAYABLE	14.00	
350-200-213	DENTAL PAYABLE	42.71	
350-200-214	AFLAC PAYABLE	0.00	
350-200-219	SCOTT & WHITE PAYABLE	(13.58)	
350-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	47.22	
350-200-222	PRE-PAID LEGAL	0.00	
350-200-228	MISC. DEDUCTIONS PAYABLE	0.00	
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)	
350-200-235	VISION PLAN PAYABLE	4.37	
350-200-240	BONDS PAYABLE-CURRENT	0.00	
350-200-401	WAGES PAYABLE	2,460.12	
350-200-500	ACCOUNTS PAYABLE PENDING	2,859.15	
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	0.00	
350-200-502	DUE TO FUND 100	0.00	
350-200-505	DUE TO OTHER FUNDS	0.00	
350-200-999	UNRECONCILED DIFFERENCE	(271.67)	

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
350-210-100	UNAMORT. BOND DISCOUNT	0.00		
350-210-101	BOND PREMIUMS	16,385.76		
350-210-110	DEFERRED OUTFLOW TMRS CONT	(5,786.49)		
350-210-111	SDBF DEF OUTFLOW RE CONTRIB	(63.79)		
350-210-113	SDBF DEF INFLOW ACT EXP VS ASS	234.31		
350-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	543.19		
350-210-115	DEFERRED OUTLOW INVST TMRS	(11,094.29)		
350-210-118	DEFERRED INFLOW ACT VS ASSMPT	(146.10)		
350-210-119	DEFERRED OUTFLOW CNGS IN ASSUM	0.00		
350-230-101	LONG TERM DEBT	0.00		
350-230-102	BOND PAYABLE-$290K REF 2010	0.00		
350-230-103	5.34M COMB SERIES 2017(1.445M)	1,200,000.00		
350-240-101	ACCRUED INTEREST PAYABLE	4,521.80		
	TOTAL LIABILITIES		269,311.87	
EQUITY				
350-250-100	CONTRIBUTED CAPITAL GRANT	4,274,320.92		
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82		
350-280-100	RETAINED EARNINGS	178,525.25		
350-281-100	PRIOR PERIOD ADJUSTMENTS	442,482.09		
	TOTAL BEGINNING EQUITY	4,970,594.08		
	TOTAL REVENUE	536,779.93		
	TOTAL EXPENSES	958,371.62		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(421,591.69)		
	TOTAL EQUITY & FUND BALANCE		4,549,002.39	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			4,818,314.26

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
370-100-102	CLAIM ON POOLED CASH	201,712.27	
370-100-103	SECURITY INVESTMENTS	0.00	
370-100-104	SAFEKEEPING CHECKING ACCCT	0.00	
370-120-103	MISC ACCOUNTS RECEIVABLE	0.00	
370-160-206	FIXED ASSETS-WORK IN PROGRESS	0.00	
370-160-225	INFRASTRUCTURE	10,032.80	
370-160-301	VEHICLES	36,464.95	
370-170-100	CURRENT YR RES FOR ENCUMBRANCE	(154,178.73)	
370-170-101	PRIOR YR RES FOR ENCUMBRANCE	13,919.83	
370-170-103	PRE-PAY HEALTH INSURANCE	0.00	
370-190-103	ACCUMULATED DEPRECIATION	(6,338.01)	
			101,613.11
	TOTAL ASSETS		101,613.11
LIABILITIES			
370-200-110	CURRENT YR ENCUMBRANCE	(154,178.73)	
370-200-111	PRIOR YEAR ENCUMBRANCE	13,919.83	
370-200-200	FICA & MEDICARE PAYABLE	0.00	
370-200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
370-200-202	TMRS PAYABLE	146.58	
370-200-208	ACCRUED VACATION	4,139.43	
370-200-210	NET PENSION LIABILITY	48,552.83	
370-200-211	NEW OPEB-SDBF LIABILITY	3,035.86	
370-200-212	LIFE INSURANCE PAYABLE	(29.07)	
370-200-213	ASSURANT DENTAL PAYABLE	(56.08)	
370-200-214	AFLAC PAYABLE	0.00	
370-200-219	SCOTT & WHITE HEALTH PAYABLE	283.28	
370-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	0.00	
370-200-222	PRE-PAID LEGAL	0.00	
370-200-228	MISC DEDUCTIONS PAYABLE	0.00	
370-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)	
370-200-235	VISION PLAN PAYABLE	(6.09)	
370-200-401	WAGES PAYABLE	2,273.99	
370-200-500	ACCOUNTS PAYABLE PENDING	3,625.72	
370-210-100	DUE TO CEMETERY LAND PURCHASE	0.00	
370-210-110	DEFERRED OUTFLOW CONT TMRS	(8,463.30)	
370-210-111	SDBF DEF OUTFLOW RES CONTRIB	(93.30)	
370-210-113	SDBF DEF INFLOW ACT EX VS ASSU	342.70	
370-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	794.47	
370-210-115	DEFERRED OUTFLOW INVST TMRS	(16,226.47)	
370-210-118	DEFERRED INFLOW ACTUAL VS ASSM	(213.68)	
370-210-119	DEFERRED OUTFLOW-CHG ASSUMP	0.00	
	TOTAL LIABILITIES		(103,494.32)

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
EQUITY				
370-270-100	FUND BALANCE	222,324.10		
	TOTAL BEGINNING EQUITY	222,324.10		
	TOTAL REVENUE	279,016.80		
	TOTAL EXPENSES	296,233.47		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(17,216.67)		
	TOTAL EQUITY & FUND BALANCE		205,107.43	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			101,613.11

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
382-100-102	CLAIM ON POOLED CASH	531,421.58	
382-100-104	SAFEKEEPING CHECKING ACCT	0.00	
382-120-250	DUE FROM OTHER FUNDS	0.00	
382-160-206	ESCROW FOR EQUIPMENT PURCHASES	0.00	
382-160-301	VEHICLES	0.00	
382-160-303	OFFICE EQUIPMENT	0.00	
382-160-305	FIELD EQUIPMENT	0.00	
382-160-306	HEAVY EQUIPMENT	0.00	
382-160-320	EQUIPMENT	0.00	
382-170-100	CURRENT YR RES FOR ENCUMBRANCE	(90,297.90)	
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	74,881.95	
382-170-103	PRE-PAY HEALTH INSURANCE	0.00	
382-190-103	ACCUMULATED DEPRECIATION	0.00	
			516,005.63
	TOTAL ASSETS		516,005.63
LIABILITIES			
382-200-110	CURRENT YEAR ENCUMBRANCE	(90,297.90)	
382-200-111	PRIOR YEAR ENCUMBRANCE	74,881.95	
382-200-200	FICA AND MEDICARE PAYABLE	0.00	
382-200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
382-200-202	TMRS PAYABLE	870.65	
382-200-203	DEFERRED COMP PAYABLE	0.00	
382-200-208	ACCRUED VACATION	4,944.81	
382-200-210	NET PENSION LIABILITY	111,361.36	
382-200-211	NEW OPEB-SDBF LIABILITY	7,490.51	
382-200-212	LIFE INSURANCE PAYABLE	(340.66)	
382-200-213	DENTAL PAYABLE	(226.31)	
382-200-214	AFLAC PAYABLE	160.18	
382-200-215	CLOTHES RENTAL PAYABLE	0.00	
382-200-216	CINCINNATI LIFE PAYABLE	261.10	
382-200-218	BLUE CHOICE PAYABLE	0.00	
382-200-219	SCOTT & WHITE HEALTH PAYABLE	(156.00)	
382-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	0.00	
382-200-222	PRE-PAID LEGAL PAYABLE	(626.20)	
382-200-228	MISC DEDUCTIONS PAYABLE	0.00	
382-200-229	MET LIFE DENTAL PAYABLE	0.00	
382-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)	
382-200-235	VISION PLAN PAYABLE	(32.18)	
382-200-401	WAGES PAYABLE	2,763.21	
382-200-500	ACCOUNTS PAYABLE PENDING	29,787.13	
382-210-110	DEFERRED OUTFLOW CONTB TMRS	(19,411.52)	
382-210-111	SDBF DEF OUTFLOW RES CONTRI	(213.99)	
382-210-113	SDBF DEF INFLOW ACT EXP VS ASS	786.02	
382-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	1,822.21	
382-210-115	DEFERRED OUTFLOW INVST TMRS	(37,217.22)	
382-210-118	DEFERRED INFLOW ACTUAL VS ASSM	(490.10)	

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
382-210-119	DEFERRED OUTLOW-CHNG IN ASSUMP	0.00		
382-240-101	UNCLAIMED FUNDS	78.32		
	TOTAL LIABILITIES		83,471.41	
EQUITY				
382-260-121	RESERVE:FUTURE EQUIP PURCHASES	0.00		
382-270-100	FUND BALANCE	(47,066.34)		
	TOTAL BEGINNING EQUITY	(47,066.34)		
	TOTAL REVENUE	1,332,578.90		
	TOTAL EXPENSES	852,978.34		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	479,600.56		
	TOTAL EQUITY & FUND BALANCE		432,534.22	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			516,005.63

BALANCE SHEET
AS OF: AUGUST 31ST, 2024

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
384-100-102	CLAIM ON POOLED CASH	914,564.35		
384-100-104	CAPITAL EQUIP ACCT 2139517	0.00		
384-100-105	SIGNATURE BANK EQUIP (ESCROW)	0.00		
384-100-106	FROST LEASING ESCROW 010597724	0.00		
384-100-107	UMB BANK CLAYTON HOLDINGS	0.00		
384-100-108	2018 FLEET/EQUIP TEXSTAR 20180	241,098.45		
384-100-109	GOVERNMENT CAPITAL CORP	0.00		
384-100-110	US BANCORP GOVERNMENT LEAS	0.00		
384-100-111	US BANCORP GOV ESCROW	0.00		
384-120-103	MISC ACCOUNTS RECEIVABLE	0.00		
384-140-100	PREPAID CAP LEASE	0.00		
384-150-100	BOND ISSUANCE COSTS	0.00		
384-160-206	FIXED ASSETS-WORK IN PROGRESS	103,164.89		
384-160-320	MACHINERY & EQUIPMENT	9,019,552.02		
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(7,016,465.24)		
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	3,865,694.83		
384-190-103	ACCUMULATED DEPRECIATION	(7,315,204.10)		
			(187,594.80)	
	TOTAL ASSETS			(187,594.80)
LIABILITIES				
384-200-104	ACCRUED INTEREST PAYALBE	0.00		
384-200-110	CURRENT YEAR ENCUMBRANCE	(6,962,061.24)		
384-200-111	PRIOR YEAR ENCUMBRANCE	3,811,290.83		
384-200-500	ACCOUNTS PAYABLE PENDING	1,375.40		
384-200-505	DUE TO OTHER FUNDS	0.00		
384-210-101	UNAMORT BOND PREMIUM	30,724.49		
384-230-103	5.44M COMB SERIES 2015(2.66M)	1,125,000.00		
384-230-115	CAPITAL LEASE PAYABLE-CURRENT	0.00		
384-230-120	CAP LEASE PAYABLE-NONCURRENT	144,729.14		
384-230-125	NOTES PAYABLE	815,834.57		
384-240-101	ACCRUED INTEREST PAYABLE	19,775.36		
	TOTAL LIABILITIES		(1,013,331.45)	
EQUITY				
384-270-100	FUND BALANCE	529,824.97		
	TOTAL BEGINNING EQUITY	529,824.97		
	TOTAL REVENUE	1,428,113.16		
	TOTAL EXPENSES	1,132,201.48		
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	295,911.68		
	TOTAL EQUITY & FUND BALANCE		825,736.65	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE			(187,594.80)

Attachment E

Sales Tax Tracking Report

Sales Tax Tracking (Total Amount) FY 2023-24

	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Estimated Amount	$ Difference from Actual to Est. Amt	% from Actual	$ Difference from Prior Year Amount	% from Pr. Yr. Actual
October	393,127	468,966	1,023,003	1,764,706	2,748,592	(983,886)	-35.8%	741,703	72.5%
November	482,805	581,787	1,242,415	1,428,563	2,866,008	(1,437,445)	-50.2%	186,148	15.0%
December	404,316	475,711	1,743,702	5,654,663	2,535,731	3,118,932	123.0%	3,910,961	224.3%
January	403,476	421,763	1,660,588	3,353,527	2,287,161	1,066,366	46.6%	1,692,939	101.9%
February	552,026	678,554	2,494,516	3,904,364	2,305,614	1,598,749	69.3%	1,409,847	56.5%
March	393,003	503,163	1,900,982	2,485,884	1,857,987	627,896	33.8%	584,902	30.8%
April	391,521	453,235	688,276	2,121,020	1,732,730	388,290	22.4%	1,432,744	208.2%
May	577,092	710,906	3,804,360	2,134,048	1,818,751	315,297	17.3%	(1,670,312)	-43.9%
June	493,430	612,055	2,176,802	1,569,566	1,608,504	(38,938)	-2.4%	(607,236)	-27.9%
July	442,382	849,121	1,964,244	1,606,989	1,435,929	171,059	11.9%	(357,256)	-18.2%
August	549,608	703,460	2,438,379	1,437,011	1,293,359	143,652	11.1%	(1,001,368)	-41.1%
Sept.	468,276	867,785	2,749,238		1,112,833				
	$ 5,551,064	$ 7,326,507	$ 23,886,505	$ 27,460,341	$ 23,603,200			$ 6,323,074	

Sales Tax Tracking (Taylor EDC Portion) FY 2023-24

	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual
October	$ 98,282	$ 117,242	$ 255,751	$ 441,177
November	$ 120,701	$ 145,447	$ 310,604	$ 357,141
December	$ 101,079	$ 118,928	$ 435,926	$ 1,413,666
January	$ 100,869	$ 105,441	$ 415,147	$ 838,382
February	$ 138,007	$ 169,639	$ 623,629	$ 976,091
March	$ 98,251	$ 125,791	$ 475,245	$ 621,471
April	$ 97,880	$ 113,309	$ 172,069	$ 530,255
May	$ 144,273	$ 177,727	$ 951,090	$ 533,512
June	$ 123,358	$ 153,014	$ 544,201	$ 392,392
July	$ 110,595	$ 212,280	$ 491,061	$ 401,747
August	$ 137,402	$ 175,865	$ 609,595	$ 359,253
Sept.	$ 117,069	$ 216,946	$ 687,310	$ -
	1,387,766	1,831,627	5,971,626	6,865,085

Sales Tax Tracking (City's Portion) FY 2023-24

	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Estimated Amount	$ Difference from Actual to Est. Amt	% from Actual	$ Difference from Prior Year Amount	% from Pr. Yr. Actual
October	294,845	351,725	767,252	1,323,530	2,061,444	(737,914)	-35.8%	556,278	72.5%
November	362,104	436,341	931,811	1,071,422	2,149,506	(1,078,084)	-50.2%	139,611	15.0%
December	303,237	356,784	1,307,777	4,240,997	1,901,798	2,339,199	123.0%	2,933,220	224.3%
January	302,607	316,322	1,245,441	2,515,145	1,715,371	799,775	46.6%	1,269,704	101.9%
February	414,020	508,916	1,870,887	2,928,273	1,729,211	1,199,062	69.3%	1,057,386	56.5%
March	294,752	377,372	1,425,736	1,864,413	1,393,490	470,922	33.8%	438,676	30.8%
April	293,641	339,926	516,207	1,590,765	1,299,548	291,217	22.4%	1,074,558	208.2%
May	432,819	533,180	2,853,270	1,600,536	1,364,063	236,472	17.3%	(1,252,734)	-43.9%
June	370,073	459,041	1,632,602	1,177,175	1,206,378	(29,203)	-2.4%	(455,427)	-27.9%
July	331,786	636,841	1,473,183	1,205,242	1,076,947	128,295	11.9%	(267,942)	-18.2%
August	412,206	527,595	1,828,784	1,077,759	970,019	107,739	11.1%	(751,026)	-41.1%
Sept.	351,207	650,839	2,061,929	-	834,625				

Cumulative Year -to- Date (City's Portion) FY 2023-24

	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Estimated Amount	$ Difference from Actual to Est. Amt	% from Actual	$ Difference from Prior Year Amount	% from Pr. Yr. Actual
October	294,845	351,725	767,252	1,323,530	2,061,444	(737,914)	-35.8%	556,278	72.5%
November	656,949	788,065	1,699,063	2,394,952	4,210,950	(1,815,998)	-43.1%	695,889	41.0%
December	960,186	1,144,849	3,006,840	6,635,949	6,112,749	523,201	8.6%	3,629,109	120.7%
January	1,262,794	1,461,171	4,252,281	9,151,095	7,828,119	1,322,975	16.9%	4,898,814	115.2%
February	1,676,813	1,970,087	6,123,168	12,079,367	9,557,330	2,522,037	26.4%	5,956,199	97.3%
March	1,971,566	2,347,459	7,548,905	13,943,780	10,950,820	2,992,960	27.3%	6,394,876	84.7%
April	2,265,207	2,687,385	8,065,111	15,534,545	12,250,368	3,284,177	26.8%	7,469,433	92.6%
May	2,698,026	3,220,565	10,918,381	17,135,081	13,614,431	3,520,649	25.9%	6,216,699	56.9%
June	3,068,099	3,679,606	12,550,983	18,312,255	14,820,809	3,491,446	23.6%	5,761,273	45.9%
July	3,399,885	4,316,447	14,024,166	19,517,497	15,897,756	3,619,741	22.8%	5,493,331	39.2%
August	3,812,091	4,844,041	15,852,950	20,595,256	16,867,776	3,727,480	22.1%	4,742,305	29.9%
Sept.	4,163,298	5,494,880	17,914,879		17,702,400				
% Y-T-D Increase over prior year	12.0%	32.0%	226.0%						

Attachment F

Monthly Investment Report

City of Taylor

Investment Report

As of August 31, 2024



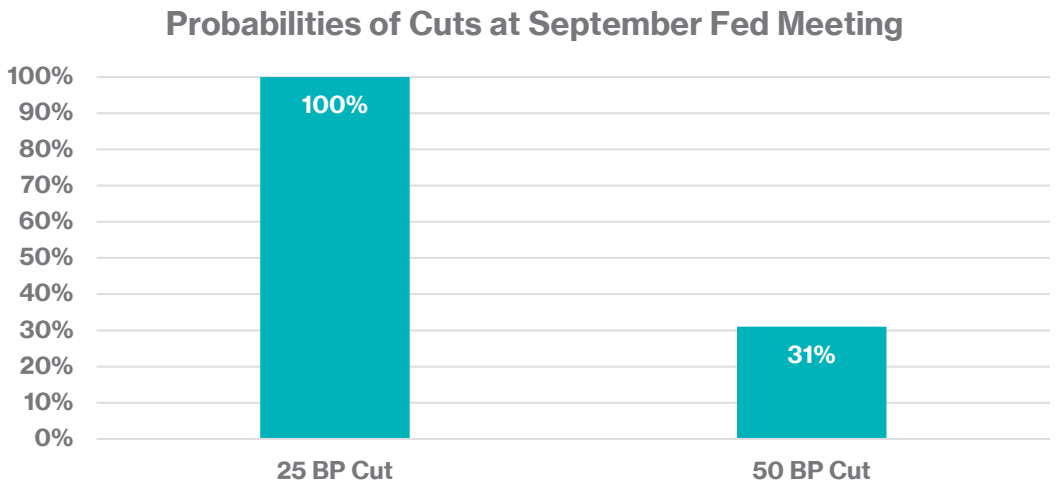
MEEDER
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

- Fed Chair Jay Powell telegraphed a September 18th rate cut during a recent speech
- The labor market is softening with continuing unemployment claims rising
- Some are expecting inflation to reaccelerate significantly, we are not
- Intermediate-term interest rates have declined materially the past few months

The September Rate Cut

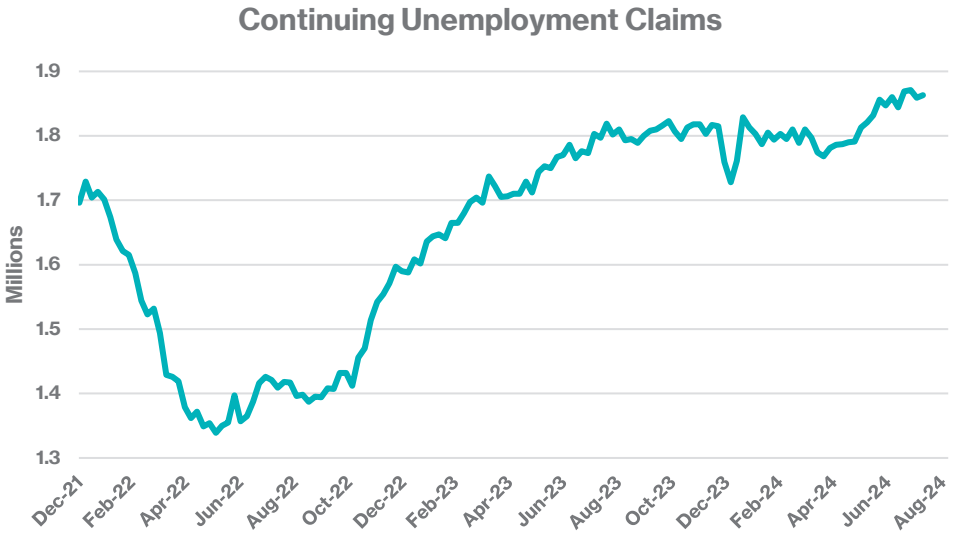
- At the Fed's annual economic symposium in Jackson Hole, Chair Powell stated, "the time has come for policy to adjust".
- Powell also said, "our restrictive monetary policy helped restore balance between aggregate supply and demand".



SOURCES: FEDERAL RESERVE, BLOOMBERG, CME AS OF 8/30/24

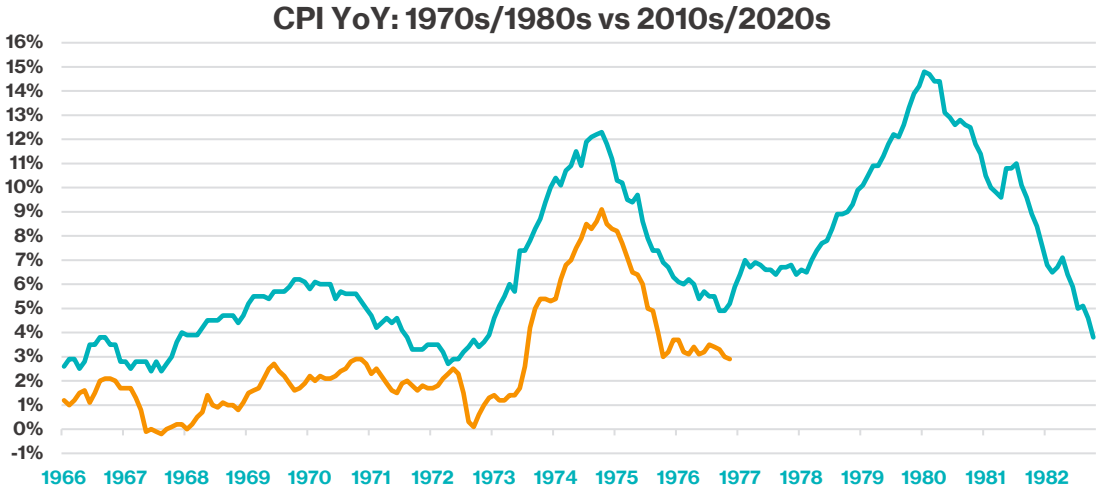
Continuing Claims Show a Softening in the Labor Market

- Continuing claims track the number of U.S. residents filing for ongoing unemployment benefits in a given week.
- It measures ongoing unemployment benefits, which contrasts with initial claims, that track new filings for benefits.
- After remaining fairly steady for about a year, continuing claims have been moving higher the past few months.



SOURCES: BLOOMBERG, DEPARTMENT OF LABOR

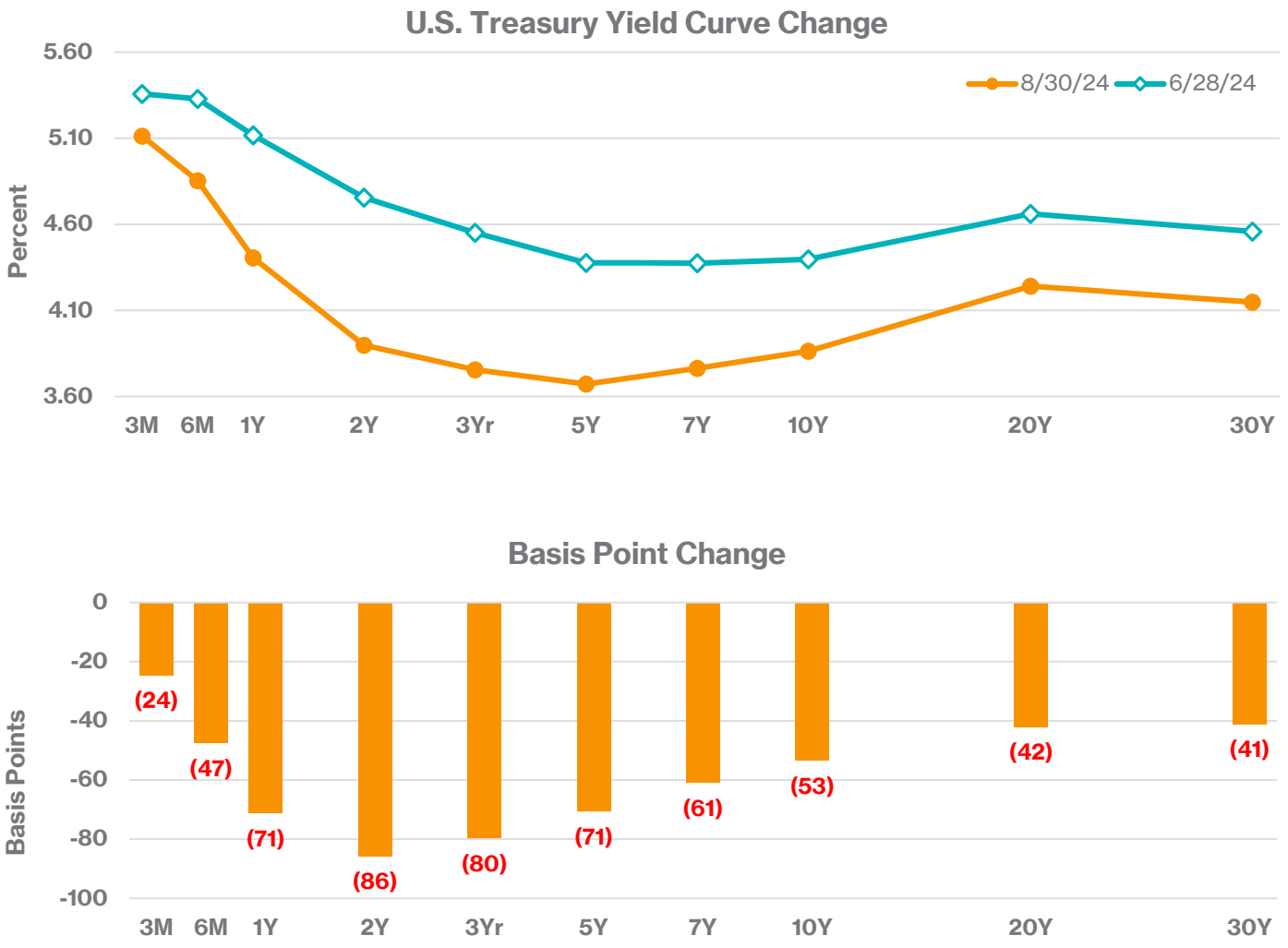
A High Inflation Repeat?



- Some market pundits believe inflation will follow a similar pattern as it did in the 1970s/80s and have a resurgence to higher levels.
- We don't expect that to happen due to the significantly different factors occurring now versus the 1970s/80s, such as demographics and technology.

SOURCES: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS

Intermediate-Term Rates Declined Meaningfully the Past Few Months



SOURCE: BLOOMBERG

MEEDER PUBLIC FUNDS

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MEEDER
PUBLIC FUNDS

Portfolio Summary

5.37
Weighted Average Yield to Maturity

0.01
Weighted Average Maturity (Years)

0.01
Portfolio Effective Duration (Years)

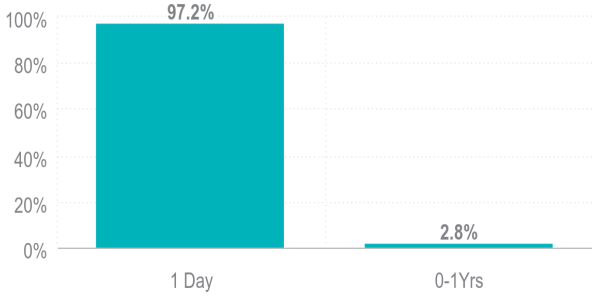
0.01
Weighted Average Life (Years)

AAA
Average Credit Rating

Portfolio Position

Par Value	$144,998,429
Principal Cost	$144,988,935
Book Value	$144,993,091
Market Value	$144,988,589
Unrealized Gain/Loss	($4,502)
Accrued Interest	$65,741

Maturity Distribution



Sector Allocation



LGIP	97.24%
U.S. Agencies	2.75%
Money Market Funds	0.01%

MEEDER PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
LGIP	140,986,131.99	140,986,131.99	140,986,131.99	97.24%	1	5.40
Money Market Funds	12,296.53	12,296.53	12,296.53	0.01%	1	0.40
U.S. Agencies	4,000,000.00	3,990,160.00	3,994,662.24	2.75%	147	4.72
TOTAL	**144,998,428.52**	**144,988,588.52**	**144,993,090.76**	**100.00%**	**5**	**5.38**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		0.00	0.00			
TOTAL CASH AND INVESTMENTS	**144,998,428.52**	**144,988,588.52**	**144,993,090.76**		**5**	**5.38**

TOTAL EARNINGS

	CURRENT MONTH
	523,601.33

MEEDER PUBLIC FUNDS

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
2019 BOND FUND						
LGIP	1	646,970.41	646,970.41	0.45	5.29	1
TOTAL	**1**	**646,970.41**	**646,970.41**	**0.45**	**5.29**	**1**
2022 DEBT NON-TAX SUPPORTED						
LGIP	1	5,601,421.47	5,601,421.47	3.86	5.43	1
TOTAL	**1**	**5,601,421.47**	**5,601,421.47**	**3.86**	**5.43**	**1**
2022 DEBT TAX SUPPORTED						
LGIP	1	5,879,360.04	5,879,360.04	4.05	5.43	1
TOTAL	**1**	**5,879,360.04**	**5,879,360.04**	**4.06**	**5.43**	**1**
2022 TAX SUPPORTED LIMITED TAX						
LGIP	1	5,283,276.00	5,283,276.00	3.64	5.43	1
TOTAL	**1**	**5,283,276.00**	**5,283,276.00**	**3.64**	**5.43**	**1**
2023A TAX & REVENUE CO						
LGIP	1	54,763,785.46	54,763,785.46	37.75	5.43	1
TOTAL	**1**	**54,763,785.46**	**54,763,785.46**	**37.77**	**5.43**	**1**
2024 DNTS						
LGIP	1	9,094,054.11	9,094,054.11	6.27		1
TOTAL	**1**	**9,094,054.11**	**9,094,054.11**	**6.27**		**1**
2024 DTS						
LGIP	1	20,699,077.56	20,699,077.56	14.27		1

MEEDER PUBLIC FUNDS

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
TOTAL	**1**	**20,699,077.56**	**20,699,077.56**	**14.28**		**1**
AIRPORT FUND						
LGIP	1	728,986.17	728,986.17	0.50	5.30	1
TOTAL	**1**	**728,986.17**	**728,986.17**	**0.50**	**5.30**	**1**
CEMETERY PERMANENT FUND						
LGIP	3	63,797.60	63,797.60	0.04	5.30	1
TOTAL	**3**	**63,797.60**	**63,797.60**	**0.04**	**5.30**	**1**
FLEET REPLACEMENT FUND						
LGIP	1	241,098.45	241,098.45	0.17	5.29	1
TOTAL	**1**	**241,098.45**	**241,098.45**	**0.17**	**5.29**	**1**
GENERAL FUND						
LGIP	3	34,129,301.70	34,129,301.70	23.53	5.31	1
Money Market Funds	1	12,296.53	12,296.53	0.01	0.40	1
U.S. Agencies	4	4,000,000.00	3,994,662.24	2.80	4.72	146
TOTAL	**8**	**38,141,598.23**	**38,136,260.47**	**26.30**	**5.25**	**16**
SPECIAL REV-TAX INCREMENT FUND						
LGIP	1	1,245,697.23	1,245,697.23	0.86	5.30	1
TOTAL	**1**	**1,245,697.23**	**1,245,697.23**	**0.86**	**5.30**	**1**
UTILITY FUND						
LGIP	2	2,609,305.79	2,609,305.79	1.80	5.36	1

MEEDER PUBLIC FUNDS

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
TOTAL	2	2,609,305.79	2,609,305.79	1.80	5.36	1
GRAND TOTAL	23	144,998,428.52	144,993,090.76	100.00	5.37	5

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
2019 BOND FUND												
LGIP												
TEXSTAR	TexSTAR	08/31/2024 08/31/2024	646,970.41	646,970.41 0.00	646,970.41	5.29		1	1.00 646,970.41	0.00 646,970.41	0.45	AAA
LGIP TOTAL			**646,970.41**	**646,970.41 0.00**	**646,970.41**	**5.29**		**1**	**1.00 646,970.41**	**0.00 646,970.41**	**0.45**	**AAA**
2019 BOND FUND TOTAL			646,970.41	646,970.41 0.00	646,970.41	5.29		1	646,970.41	0.00 646,970.41	0.45	AAA
2022 DEBT NON-TAX SUPPORTED												
LGIP												
TXCLASS	Texas CLASS	08/31/2024 08/31/2024	5,601,421.47	5,601,421.47 0.00	5,601,421.47	5.43		1	1.00 5,601,421.47	0.00 5,601,421.47	3.86	AAA
LGIP TOTAL			**5,601,421.47**	**5,601,421.47 0.00**	**5,601,421.47**	**5.43**		**1**	**1.00 5,601,421.47**	**0.00 5,601,421.47**	**3.86**	**AAA**
2022 DEBT NON-TAX SUPPORTED TOTAL			5,601,421.47	5,601,421.47 0.00	5,601,421.47	5.43		1	5,601,421.47	0.00 5,601,421.47	3.86	AAA
2022 DEBT TAX SUPPORTED												
LGIP												
TXCLASS	Texas CLASS	08/31/2024 08/31/2024	5,879,360.04	5,879,360.04 0.00	5,879,360.04	5.43		1	1.00 5,879,360.04	0.00 5,879,360.04	4.06	AAA
LGIP TOTAL			**5,879,360.04**	**5,879,360.04 0.00**	**5,879,360.04**	**5.43**		**1**	**1.00 5,879,360.04**	**0.00 5,879,360.04**	**4.06**	**AAA**
2022 DEBT TAX SUPPORTED TOTAL			5,879,360.04	5,879,360.04 0.00	5,879,360.04	5.43		1	5,879,360.04	0.00 5,879,360.04	4.06	AAA
2022 TAX SUPPORTED LIMITED TAX												
LGIP												
TXCLASS	Texas CLASS	08/31/2024 08/31/2024	5,283,276.00	5,283,276.00 0.00	5,283,276.00	5.43		1	1.00 5,283,276.00	0.00 5,283,276.00	3.64	AAA
LGIP TOTAL			**5,283,276.00**	**5,283,276.00 0.00**	**5,283,276.00**	**5.43**		**1**	**1.00 5,283,276.00**	**0.00 5,283,276.00**	**3.64**	**AAA**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
2022 TAX SUPPORTED LIMITED TAX TOTAL			5,283,276.00	5,283,276.00 0.00	5,283,276.00	5.43		1	5,283,276.00	0.00 5,283,276.00	3.64	AAA
2023A TAX & REVENUE CO												
LGIP												
TXCLASS	Texas CLASS	08/31/2024 08/31/2024	54,763,785.46	54,763,785.46 0.00	54,763,785.46	5.43		1	1.00 54,763,785.46	0.00 54,763,785.46	37.77	AAA
LGIP TOTAL			**54,763,785.46**	**54,763,785.46 0.00**	**54,763,785.46**	**5.43**		**1**	**1.00 54,763,785.46**	**0.00 54,763,785.46**	**37.77**	**AAA**
2023A TAX & REVENUE CO TOTAL			54,763,785.46	54,763,785.46 0.00	54,763,785.46	5.43		1	54,763,785.46	0.00 54,763,785.46	37.77	AAA
2024 DNTS												
LGIP												
TXCLASS	Texas CLASS	08/31/2024 08/31/2024	9,094,054.11	9,094,054.11 0.00	9,094,054.11			1	1.00 9,094,054.11	0.00 9,094,054.11	6.27	AAA
LGIP TOTAL			**9,094,054.11**	**9,094,054.11 0.00**	**9,094,054.11**			**1**	**1.00 9,094,054.11**	**0.00 9,094,054.11**	**6.27**	**AAA**
2024 DNTS TOTAL			9,094,054.11	9,094,054.11 0.00	9,094,054.11			1	9,094,054.11	0.00 9,094,054.11	6.27	AAA
2024 DTS												
LGIP												
TXCLASS	Texas CLASS	08/31/2024 08/31/2024	20,699,077.56	20,699,077.56 0.00	20,699,077.56			1	1.00 20,699,077.56	0.00 20,699,077.56	14.28	AAA
LGIP TOTAL			**20,699,077.56**	**20,699,077.56 0.00**	**20,699,077.56**			**1**	**1.00 20,699,077.56**	**0.00 20,699,077.56**	**14.28**	**AAA**
2024 DTS TOTAL			20,699,077.56	20,699,077.56 0.00	20,699,077.56			1	20,699,077.56	0.00 20,699,077.56	14.28	AAA
AIRPORT FUND												
LGIP												

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
TEXPOOL	TexPool	08/31/2024 08/31/2024	728,986.17	728,986.17 0.00	728,986.17	5.30		1	1.00 728,986.17	0.00 728,986.17	0.50	AAA
LGIP TOTAL			**728,986.17**	**728,986.17 0.00**	**728,986.17**	**5.30**		**1**	**1.00 728,986.17**	**0.00 728,986.17**	**0.50**	**AAA**
AIRPORT FUND TOTAL			**728,986.17**	**728,986.17 0.00**	**728,986.17**	**5.30**		**1**	**728,986.17**	**0.00 728,986.17**	**0.50**	**AAA**
CEMETERY PERMANENT FUND												
LGIP												
TEXSTAR	TexSTAR	08/31/2024 08/31/2024	62,432.73	62,432.73 0.00	62,432.73	5.29		1	1.00 62,432.73	0.00 62,432.73	0.04	AAA
TXCLASS	Texas CLASS	08/31/2024 08/31/2024	964.35	964.35 0.00	964.35	5.43		1	1.00 964.35	0.00 964.35	0.00	AAA
TEXPOOL	TexPool	08/31/2024 08/31/2024	400.52	400.52 0.00	400.52	5.30		1	1.00 400.52	0.00 400.52	0.00	AAA
LGIP TOTAL			**63,797.60**	**63,797.60 0.00**	**63,797.60**	**5.30**		**1**	**1.00 63,797.60**	**0.00 63,797.60**	**0.04**	**AAA**
CEMETERY PERMANENT FUND TOTAL			**63,797.60**	**63,797.60 0.00**	**63,797.60**	**5.30**		**1**	**63,797.60**	**0.00 63,797.60**	**0.04**	**AAA**
FLEET REPLACEMENT FUND												
LGIP												
TEXSTAR	TexSTAR	08/31/2024 08/31/2024	241,098.45	241,098.45 0.00	241,098.45	5.29		1	1.00 241,098.45	0.00 241,098.45	0.17	AAA
LGIP TOTAL			**241,098.45**	**241,098.45 0.00**	**241,098.45**	**5.29**		**1**	**1.00 241,098.45**	**0.00 241,098.45**	**0.17**	**AAA**
FLEET REPLACEMENT FUND TOTAL			**241,098.45**	**241,098.45 0.00**	**241,098.45**	**5.29**		**1**	**241,098.45**	**0.00 241,098.45**	**0.17**	**AAA**
GENERAL FUND												
LGIP												
TXCLASS	Texas CLASS	08/31/2024 08/31/2024	3,683,887.52	3,683,887.52 0.00	3,683,887.52	5.43		1	1.00 3,683,887.52	0.00 3,683,887.52	2.54	AAA

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
TEXPOOL	TexPool	08/31/2024 08/31/2024	29,472,138.54	29,472,138.54 0.00	29,472,138.54	5.30		1	1.00 29,472,138.54	0.00 29,472,138.54	20.33	 AAA
TEXSTAR	TexSTAR	08/31/2024 08/31/2024	973,275.64	973,275.64 0.00	973,275.64	5.29		1	1.00 973,275.64	0.00 973,275.64	0.67	 AAA
LGIP TOTAL			**34,129,301.70**	**34,129,301.70 0.00**	**34,129,301.70**	**5.31**		**1**	**1.00 34,129,301.70**	**0.00 34,129,301.70**	**23.54**	**AAA**
MONEY MARKET FUNDS												
60618	City National Bank MMF - Public Funds	08/31/2024 08/31/2024	12,296.53	12,296.53 0.00	12,296.53	0.40		1	1.00 12,296.53	0.00 12,296.53	0.01	NA
MONEY MARKET FUNDS TOTAL			**12,296.53**	**12,296.53 0.00**	**12,296.53**	**0.40**		**1**	**1.00 12,296.53**	**0.00 12,296.53**	**0.01**	**NA**
U.S. AGENCIES												
3130AVB84	FHLBANKS 5.250 09/13/24	03/29/2023 03/31/2023	1,000,000.00	1,009,900.00 0.00	1,009,900.00	4.53	09/13/2024	13	99.99 999,900.00	(324.03) 1,000,224.03	0.69	Aaa AA+
3130ATUR6	FHLBANKS 4.625 12/13/24	06/28/2023 06/30/2023	1,000,000.00	993,035.38 0.00	993,035.38	5.13	12/13/2024	104	99.83 998,290.00	(358.15) 998,648.15	0.69	Aaa AA+
3130AUZC1	FHLBANKS 4.625 03/14/25	03/10/2023 03/14/2023	1,000,000.00	995,701.21 0.00	995,701.21	4.85	03/14/2025	195	99.86 998,580.00	(274.94) 998,854.94	0.69	Aaa AA+
3130AVYU0	FHLBANKS 3.950 06/02/25	06/01/2023 06/05/2023	1,000,000.00	991,870.00 0.00	991,870.00	4.38	06/02/2025	275	99.34 993,390.00	(3,545.12) 996,935.12	0.69	Aaa AA+
U.S. AGENCIES TOTAL			**4,000,000.00**	**3,990,506.59 0.00**	**3,990,506.59**	**4.72**		**147**	**99.75 3,990,160.00**	**(4,502.24) 3,994,662.24**	**2.75**	**AA+**
GENERAL FUND TOTAL			**38,141,598.23**	**38,132,104.82 0.00**	**38,132,104.82**	**5.25**		**16**	**38,131,758.23**	**(4,502.24) 38,136,260.47**	**26.30**	**AAA**
SPECIAL REV-TAX INCREMENT FUND												
LGIP												
TEXPOOL	TexPool	08/31/2024 08/31/2024	1,245,697.23	1,245,697.23 0.00	1,245,697.23	5.30		1	1.00 1,245,697.23	0.00 1,245,697.23	0.86	 AAA
LGIP TOTAL			**1,245,697.23**	**1,245,697.23 0.00**	**1,245,697.23**	**5.30**		**1**	**1.00 1,245,697.23**	**0.00 1,245,697.23**	**0.86**	**AAA**
SPECIAL REV-TAX INCREMENT FUND TOTAL			**1,245,697.23**	**1,245,697.23 0.00**	**1,245,697.23**	**5.30**		**1**	**1,245,697.23**	**0.00 1,245,697.23**	**0.86**	**AAA**
UTILITY FUND												

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
LGIP												
TXCLASS	Texas CLASS	08/31/2024 08/31/2024	1,137,065.65	1,137,065.65 0.00	1,137,065.65	5.43		1	1.00 1,137,065.65	0.00 1,137,065.65	0.78	AAA
TEXPOOL	TexPool	08/31/2024 08/31/2024	1,472,240.14	1,472,240.14 0.00	1,472,240.14	5.30		1	1.00 1,472,240.14	0.00 1,472,240.14	1.02	AAA
LGIP TOTAL			**2,609,305.79**	**2,609,305.79 0.00**	**2,609,305.79**	**5.36**		**1**	**1.00 2,609,305.79**	**0.00 2,609,305.79**	**1.80**	**AAA**
UTILITY FUND TOTAL			**2,609,305.79**	**2,609,305.79 0.00**	**2,609,305.79**	**5.36**		**1**	**2,609,305.79**	**0.00 2,609,305.79**	**1.80**	**AAA**
GRAND TOTAL			**144,998,428.52**	**144,988,935.11 0.00**	**144,988,935.11**	**5.37**		**5**	**144,988,588.52**	**(4,502.24) 144,993,090.76**	**100.00**	**AAA**

MEEDER PUBLIC FUNDS

Cash Reconciliation Report

CEMETERY PERMANENT FUND

POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
08/28/2024	3130ANNS5	FEDERAL HOME LOAN BANKS 0.5 08/28/2024	0.00	08/28/2024	0.00	2,500.00
COUPON TOTAL			**0.00**		**0.00**	**2,500.00**

POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
08/28/2024	3130ANNS5	FEDERAL HOME LOAN BANKS 0.5 08/28/2024	-1,000,000.00	08/28/2024	-1,000,000.00	1,000,000.00
MATURITY TOTAL			**-1,000,000.00**		**-1,000,000.00**	**1,000,000.00**

MEEDER PUBLIC FUNDS

Transaction Statement

CEMETERY PERMANENT FUND

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	08/28/2024	08/28/2024	3130ANNS5	FEDERAL HOME LOAN BANKS 0.5 08/28/2024	(1,000,000.00)	1,000,000.00	1,000,000.00	0.00
MATURITY TOTAL					**(1,000,000.00)**	**1,000,000.00**	**1,000,000.00**	**0.00**

MEEDER PUBLIC FUNDS

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
CEMETERY PERMANENT FUND									
3130ANNS5	FEDERAL HOME LOAN BANKS 0.5 08/28/2024	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00
TOTAL		**1,000,000.00**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
GENERAL FUND									
3130AVYU0	FHLBANKS 3.950 06/02/25	1,000,000.00	991,870.00	(8,130.00)	996,588.37	346.76	996,935.12	5,065.12	(3,064.88)
3130AUZC1	FHLBANKS 4.625 03/14/25	1,000,000.00	995,701.21	(4,298.79)	998,671.97	182.97	998,854.94	3,153.73	(1,145.06)
3130ATUR6	FHLBANKS 4.625 12/13/24	1,000,000.00	993,035.38	(6,964.62)	998,241.28	406.87	998,648.15	5,612.77	(1,351.85)
3130AVB84	FHLBANKS 5.250 09/13/24	1,000,000.00	1,009,900.00	9,900.00	1,000,802.77	(578.74)	1,000,224.03	(9,675.97)	224.03
TOTAL		**4,000,000.00**	**3,990,506.59**	**(9,493.41)**	**3,994,304.39**	**357.85**	**3,994,662.24**	**4,155.65**	**(5,337.76)**
GRAND TOTAL		**5,000,000.00**	**4,990,506.59**	**(9,493.41)**	**4,994,304.39**	**357.85**	**3,994,662.24**	**4,155.65**	**(5,337.76)**

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
2019 BOND FUND									
TEXSTAR	TexSTAR	2024-08-31	646,970.41	646,970.41	0.00	0.00	3,139.36	3,139.36	0.00
TOTAL			**646,970.41**	**646,970.41**	**0.00**	**0.00**	**3,139.36**	**3,139.36**	**0.00**
2022 DEBT NON-TAX SUPPORTED									
TXCLASS	Texas CLASS	2024-08-31	5,601,421.47	5,601,421.47	0.00	0.00	25,979.38	25,979.38	0.00
TOTAL			**5,601,421.47**	**5,601,421.47**	**0.00**	**0.00**	**25,979.38**	**25,979.38**	**0.00**
2022 DEBT TAX SUPPORTED									
TXCLASS	Texas CLASS	2024-08-31	5,879,360.04	5,879,360.04	0.00	0.00	27,375.70	27,375.70	0.00
TOTAL			**5,879,360.04**	**5,879,360.04**	**0.00**	**0.00**	**27,375.70**	**27,375.70**	**0.00**
2022 TAX SUPPORTED LIMITED TAX									
TXCLASS	Texas CLASS	2024-08-31	5,283,276.00	5,283,276.00	0.00	0.00	25,777.36	25,777.36	0.00
TOTAL			**5,283,276.00**	**5,283,276.00**	**0.00**	**0.00**	**25,777.36**	**25,777.36**	**0.00**
2023A TAX & REVENUE CO									
TXCLASS	Texas CLASS	2024-08-31	54,763,785.46	54,763,785.46	0.00	0.00	251,630.47	251,630.47	0.00
TOTAL			**54,763,785.46**	**54,763,785.46**	**0.00**	**0.00**	**251,630.47**	**251,630.47**	**0.00**
2024 DNTS									
TXCLASS	Texas CLASS	2024-08-31	9,094,054.11	9,094,054.11	0.00	0.00	0.00	0.00	0.00
TOTAL			**9,094,054.11**	**9,094,054.11**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
2024 DTS									
TXCLASS	Texas CLASS	2024-08-31	20,699,077.56	20,699,077.56	0.00	0.00	0.00	0.00	0.00
TOTAL			**20,699,077.56**	**20,699,077.56**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
AIRPORT FUND									
TEXPOOL	TexPool	2024-08-31	728,986.17	728,986.17	0.00	0.00	3,265.32	3,265.32	0.00
TOTAL			**728,986.17**	**728,986.17**	**0.00**	**0.00**	**3,265.32**	**3,265.32**	**0.00**
CEMETERY PERMANENT FUND									
3130ANNS5	FEDERAL HOME LOAN BANKS 0.5 08/28/2024	2021-08-30	0.00	0.00	2,125.00	0.00	375.00	2,500.00	0.00
TEXPOOL	TexPool	2024-08-31	400.52	400.52	0.00	0.00	1.86	1.86	0.00
TEXSTAR	TexSTAR	2024-08-31	62,432.73	62,432.73	0.00	0.00	279.44	279.44	0.00
TXCLASS	Texas CLASS	2024-08-31	964.35	964.35	0.00	0.00	4.39	4.39	0.00
TOTAL			**63,797.60**	**63,797.60**	**2,125.00**	**0.00**	**660.69**	**2,785.69**	**0.00**
FLEET REPLACEMENT FUND									
TEXSTAR	TexSTAR	2024-08-31	241,098.45	241,098.45	0.00	0.00	1,079.19	1,079.19	0.00
TOTAL			**241,098.45**	**241,098.45**	**0.00**	**0.00**	**1,079.19**	**1,079.19**	**0.00**
GENERAL FUND									
60618	City National Bank MMF - Public Funds	2024-08-31	12,296.53	12,296.53	0.00	0.00	4.16	4.16	0.00
3130AVYU0	FHLBANKS 3.950 06/02/25	2023-06-05	1,000,000.00	991,870.00	6,473.61	0.00	3,291.67	0.00	9,765.28
3130AUZC1	FHLBANKS 4.625 03/14/25	2023-03-14	1,000,000.00	995,701.21	17,600.69	0.00	3,854.17	0.00	21,454.86
3130ATUR6	FHLBANKS 4.625 12/13/24	2023-06-30	1,000,000.00	993,035.38	6,166.67	0.00	3,854.17	0.00	10,020.83
3130AVB84	FHLBANKS 5.250 09/13/24	2023-03-31	1,000,000.00	1,009,900.00	20,125.00	0.00	4,375.00	0.00	24,500.00
TEXPOOL	TexPool	2024-08-31	29,472,138.54	29,472,138.54	0.00	0.00	130,284.74	130,284.74	0.00
TEXSTAR	TexSTAR	2024-08-31	973,275.64	973,275.64	0.00	0.00	4,373.77	4,373.77	0.00
TXCLASS	Texas CLASS	2024-08-31	3,683,887.52	3,683,887.52	0.00	0.00	16,905.83	16,905.83	0.00
TOTAL			**38,141,598.23**	**38,132,104.82**	**50,365.97**	**0.00**	**166,943.50**	**151,568.50**	**65,740.97**

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
SPECIAL REV-TAX INCREMENT FUND									
TEXPOOL	TexPool	2024-08-31	1,245,697.23	1,245,697.23	0.00	0.00	5,579.81	5,579.81	0.00
TOTAL			**1,245,697.23**	**1,245,697.23**	**0.00**	**0.00**	**5,579.81**	**5,579.81**	**0.00**
UTILITY FUND									
TEXPOOL	TexPool	2024-08-31	1,472,240.14	1,472,240.14	0.00	0.00	6,594.55	6,594.55	0.00
TXCLASS	Texas CLASS	2024-08-31	1,137,065.65	1,137,065.65	0.00	0.00	5,218.15	5,218.15	0.00
TOTAL			**2,609,305.79**	**2,609,305.79**	**0.00**	**0.00**	**11,812.70**	**11,812.70**	**0.00**
GRAND TOTAL			**144,998,428.52**	**144,988,935.11**	**52,490.97**	**0.00**	**523,243.48**	**509,993.48**	**65,740.97**

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
2019 BOND FUND											
TEXSTAR	TexSTAR	646,970.41	706,295.05	646,970.41	08/31/2024	5.30	5.29	3,139.36	0.00	0.00	3,139.36
TOTAL		**646,970.41**	**706,295.05**	**646,970.41**		**5.30**	**5.29**	**3,139.36**	**0.00**	**0.00**	**3,139.36**
2022 DEBT NON-TAX SUPPORTED											
TXCLASS	Texas CLASS	5,601,421.47	5,674,888.44	5,601,421.47	08/31/2024	0.00	5.43	25,979.38	0.00	0.00	25,979.38
TOTAL		**5,601,421.47**	**5,674,888.44**	**5,601,421.47**		**0.00**	**5.43**	**25,979.38**	**0.00**	**0.00**	**25,979.38**
2022 DEBT TAX SUPPORTED											
TXCLASS	Texas CLASS	5,879,360.04	6,398,493.62	5,879,360.04	08/31/2024	0.00	5.43	27,375.70	0.00	0.00	27,375.70
TOTAL		**5,879,360.04**	**6,398,493.62**	**5,879,360.04**		**0.00**	**5.43**	**27,375.70**	**0.00**	**0.00**	**27,375.70**
2022 TAX SUPPORTED LIMITED TAX											
TXCLASS	Texas CLASS	5,283,276.00	5,626,955.77	5,283,276.00	08/31/2024	0.00	5.43	25,777.36	0.00	0.00	25,777.36
TOTAL		**5,283,276.00**	**5,626,955.77**	**5,283,276.00**		**0.00**	**5.43**	**25,777.36**	**0.00**	**0.00**	**25,777.36**
2023A TAX & REVENUE CO											
TXCLASS	Texas CLASS	54,763,785.46	54,624,413.02	54,763,785.46	08/31/2024	0.00	5.43	251,630.47	0.00	0.00	251,630.47
TOTAL		**54,763,785.46**	**54,624,413.02**	**54,763,785.46**		**0.00**	**5.43**	**251,630.47**	**0.00**	**0.00**	**251,630.47**
2024 DNTS											
TXCLASS	Texas CLASS	9,094,054.11	9,094,054.11	9,094,054.11	08/31/2024	0.00		0.00	0.00	0.00	0.00
TOTAL		**9,094,054.11**	**9,094,054.11**	**9,094,054.11**		**0.00**		**0.00**	**0.00**	**0.00**	**0.00**
2024 DTS											
TXCLASS	Texas CLASS	20,699,077.56	20,699,077.56	20,699,077.56	08/31/2024	0.00		0.00	0.00	0.00	0.00
TOTAL		**20,699,077.56**	**20,699,077.56**	**20,699,077.56**		**0.00**		**0.00**	**0.00**	**0.00**	**0.00**

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
AIRPORT FUND											
TEXPOOL	TexPool	728,986.17	725,720.85	728,986.17	08/31/2024	5.34	5.30	3,265.32	0.00	0.00	3,265.32
TOTAL		**728,986.17**	**725,720.85**	**728,986.17**		**5.34**	**5.30**	**3,265.32**	**0.00**	**0.00**	**3,265.32**
CEMETERY PERMANENT FUND											
3130ANNS5	FEDERAL HOME LOAN BANKS 0.5 08/28/2024	0.00	1,000,000.00	0.00	08/28/2024	0.50	0.50	375.00	0.00	0.00	375.00
TEXPOOL	TexPool	400.52	398.66	400.52	08/31/2024	5.34	5.30	1.86	0.00	0.00	1.86
TEXSTAR	TexSTAR	62,432.73	62,153.29	62,432.73	08/31/2024	5.30	5.29	279.44	0.00	0.00	279.44
TXCLASS	Texas CLASS	964.35	959.96	964.35	08/31/2024	0.00	5.43	4.39	0.00	0.00	4.39
TOTAL		**63,797.60**	**1,063,511.91**	**63,797.60**		**5.22**	**5.30**	**660.69**	**0.00**	**0.00**	**660.69**
FLEET REPLACEMENT FUND											
TEXSTAR	TexSTAR	241,098.45	240,019.26	241,098.45	08/31/2024	5.30	5.29	1,079.19	0.00	0.00	1,079.19
TOTAL		**241,098.45**	**240,019.26**	**241,098.45**		**5.30**	**5.29**	**1,079.19**	**0.00**	**0.00**	**1,079.19**
GENERAL FUND											
3130ATUR6	FHLBANKS 4.625 12/13/24	1,000,000.00	998,241.28	998,648.15	12/13/2024	4.63	5.13	3,854.17	406.87	0.00	4,261.03
3130AUZC1	FHLBANKS 4.625 03/14/25	1,000,000.00	998,671.97	998,854.94	03/14/2025	4.63	4.85	3,854.17	182.97	0.00	4,037.14
3130AVB84	FHLBANKS 5.250 09/13/24	1,000,000.00	1,000,802.77	1,000,224.03	09/13/2024	5.25	4.53	4,375.00	(578.74)	0.00	3,796.26
3130AVYU0	FHLBANKS 3.950 06/02/25	1,000,000.00	996,588.37	996,935.12	06/02/2025	3.95	4.38	3,291.67	346.76	0.00	3,638.42
60618	City National Bank MMF - Public Funds	12,296.53	12,292.37	12,296.53	08/31/2024	0.11	0.40	4.16	0.00	0.00	4.16
TEXPOOL	TexPool	29,472,138.54	35,815,711.92	29,472,138.54	08/31/2024	5.34	5.30	130,284.74	0.00	0.00	130,284.74
TEXSTAR	TexSTAR	973,275.64	973,351.96	973,275.64	08/31/2024	5.30	5.29	4,373.77	0.00	0.00	4,373.77
TXCLASS	Texas CLASS	3,683,887.52	3,666,981.69	3,683,887.52	08/31/2024	0.00	5.43	16,905.83	0.00	0.00	16,905.83
TOTAL		**38,141,598.23**	**44,462,642.33**	**38,136,260.47**		**4.74**	**5.25**	**166,943.50**	**357.85**	**0.00**	**167,301.35**

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
SPECIAL REV-TAX INCREMENT FUND											
TEXPOOL	TexPool	1,245,697.23	1,240,117.42	1,245,697.23	08/31/2024	5.34	5.30	5,579.81	0.00	0.00	5,579.81
TOTAL		**1,245,697.23**	**1,240,117.42**	**1,245,697.23**		**5.34**	**5.30**	**5,579.81**	**0.00**	**0.00**	**5,579.81**
UTILITY FUND											
TEXPOOL	TexPool	1,472,240.14	1,465,645.59	1,472,240.14	08/31/2024	5.34	5.30	6,594.55	0.00	0.00	6,594.55
TXCLASS	Texas CLASS	1,137,065.65	1,131,847.50	1,137,065.65	08/31/2024	0.00	5.43	5,218.15	0.00	0.00	5,218.15
TOTAL		**2,609,305.79**	**2,597,493.09**	**2,609,305.79**		**3.01**	**5.36**	**11,812.70**	**0.00**	**0.00**	**11,812.70**
GRAND TOTAL		**144,998,428.52**	**153,153,682.43**	**144,993,090.76**		**1.41**	**5.37**	**523,243.48**	**357.85**	**0.00**	**523,601.33**

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City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Quality of Life Economic Vitality Streets/Infrastructure

Agenda Item Number: 3.

Agenda Title: **Consider approval of Ordinance 2024-43 regarding a request for an Infill Neighborhood Plan generally located at 215 Commercial Drive.**

Council Action to be Taken: Consider Ordinance 2024-43

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

Consider Ordinance 2024-43 regarding a request for an Infill Neighborhood Plan.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

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

3. PROS and CONS

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

4. RECOMMENDATION

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

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission Public hearing and recommendation to City Council - September 10, 2024
City Council public hearing and introduce ordinance - September 26, 2024
City Council consider ordinance - October 24, 2024

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

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

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

Item Details

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

Overview of Applicant's Request & Background

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

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

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

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

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

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

Location:

The subject property is located at 215 Commercial Drive.

Physical and Natural Features:

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

Growth Sector Designations:

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

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

Future Land Use and Zoning Designations:

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

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

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

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

The surrounding properties are:

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

Transportation

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

Utilities

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

Public Notification

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

Staff Analysis

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

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

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

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

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

Staff Recommendation

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

Planning and Zoning Commission Recommendation

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

Is the Infill Neighborhood Plan consistent with the Comprehensive Plan?

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

Is the Infill Neighborhood Plan compatible with the surrounding area?

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

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

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

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

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

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

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

Attachments:

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

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

Letter of Intent

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

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



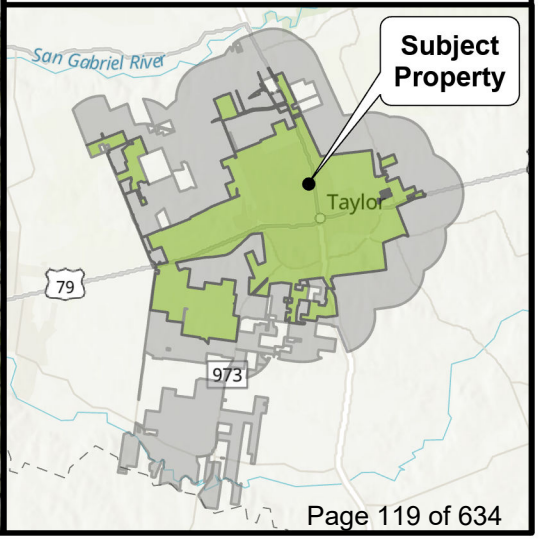
Taylor Texas
CITY OF TAYLOR TX

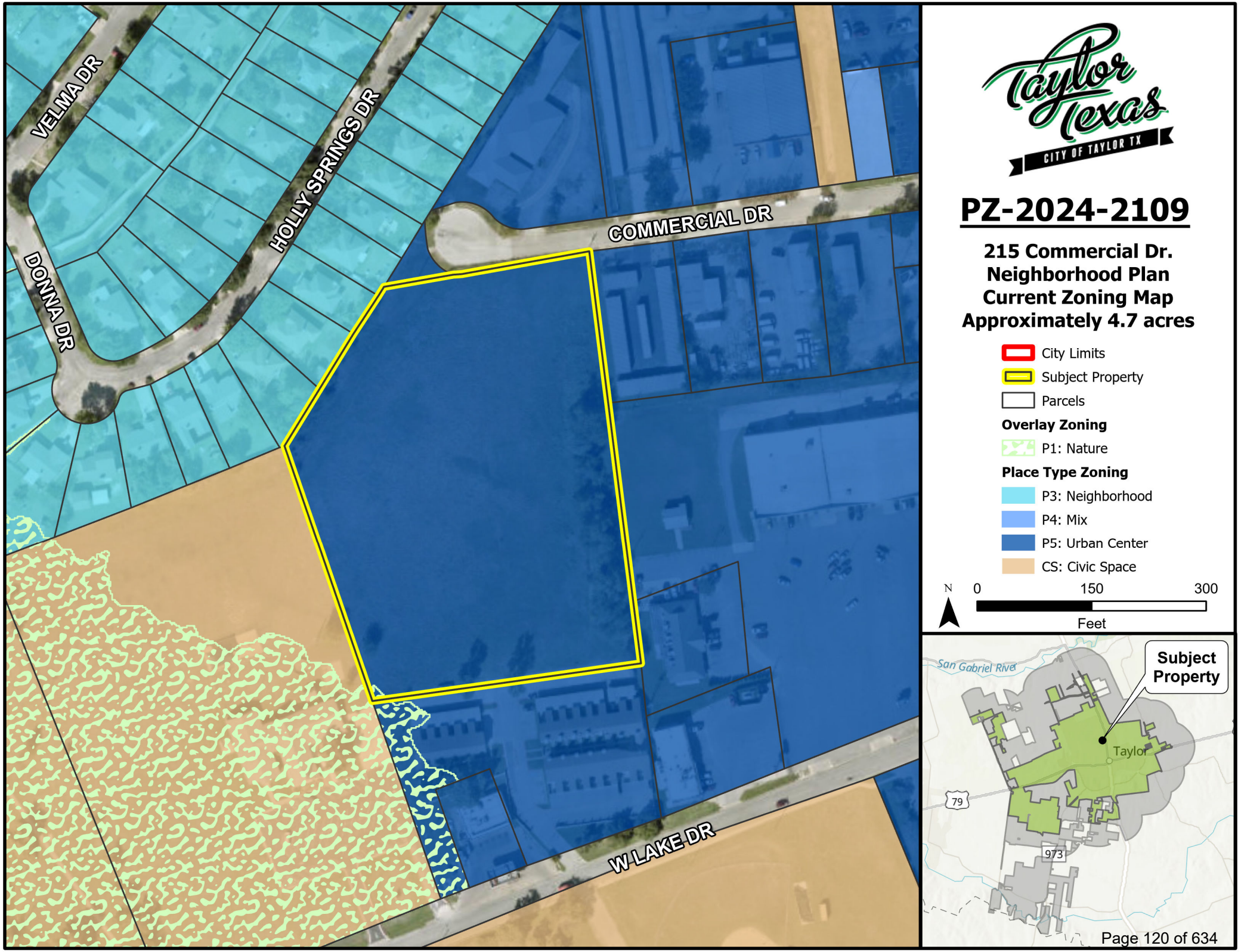
PZ-2024-2109

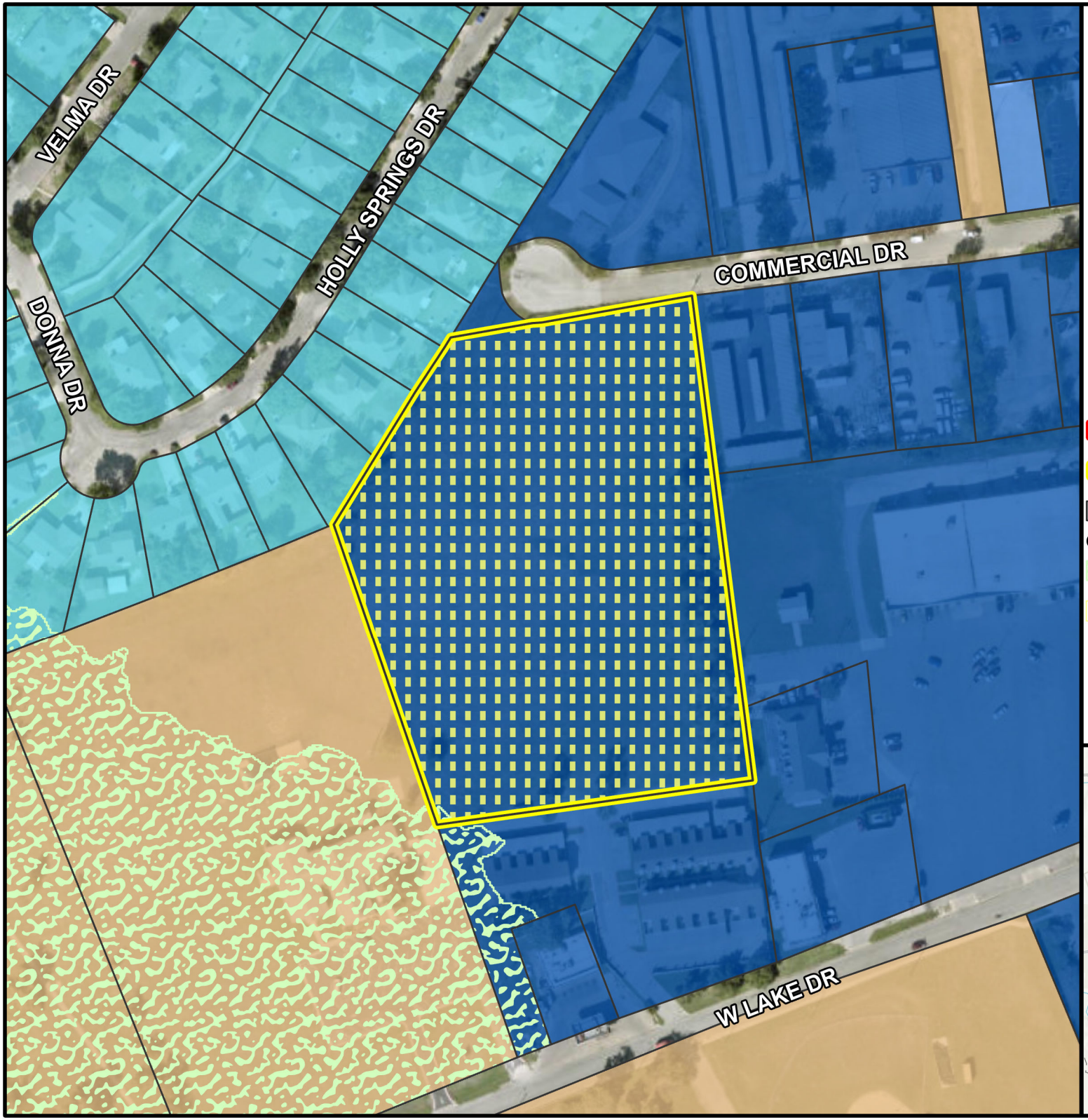
215 Commercial Dr.
Neighborhood Plan
Location Map
Approximately 4.7 acres

- City Limits
- Subject Property
- Parcels

N 0 410 820
Feet




VELMA DR
HOLLY SPRINGS DR
DONNA DR
COMMERCIAL DR
W LAKE DR
Taylor Texas
CITY OF TAYLOR TX
PZ-2024-2109
215 Commercial Dr.
Neighborhood Plan
Current Zoning Map
Approximately 4.7 acres
City Limits
Subject Property
Parcels
Overlay Zoning
P1: Nature
Place Type Zoning
P3: Neighborhood
P4: Mix
P5: Urban Center
CS: Civic Space
N
0
150
300
Feet
San Gabriel River
Subject Property
Taylor
79
973



Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2109

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

- City Limits
- Subject Property
- Parcels

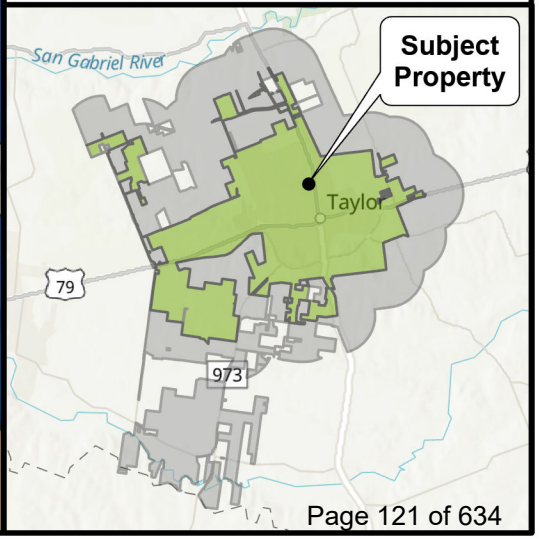
Overlay Zoning

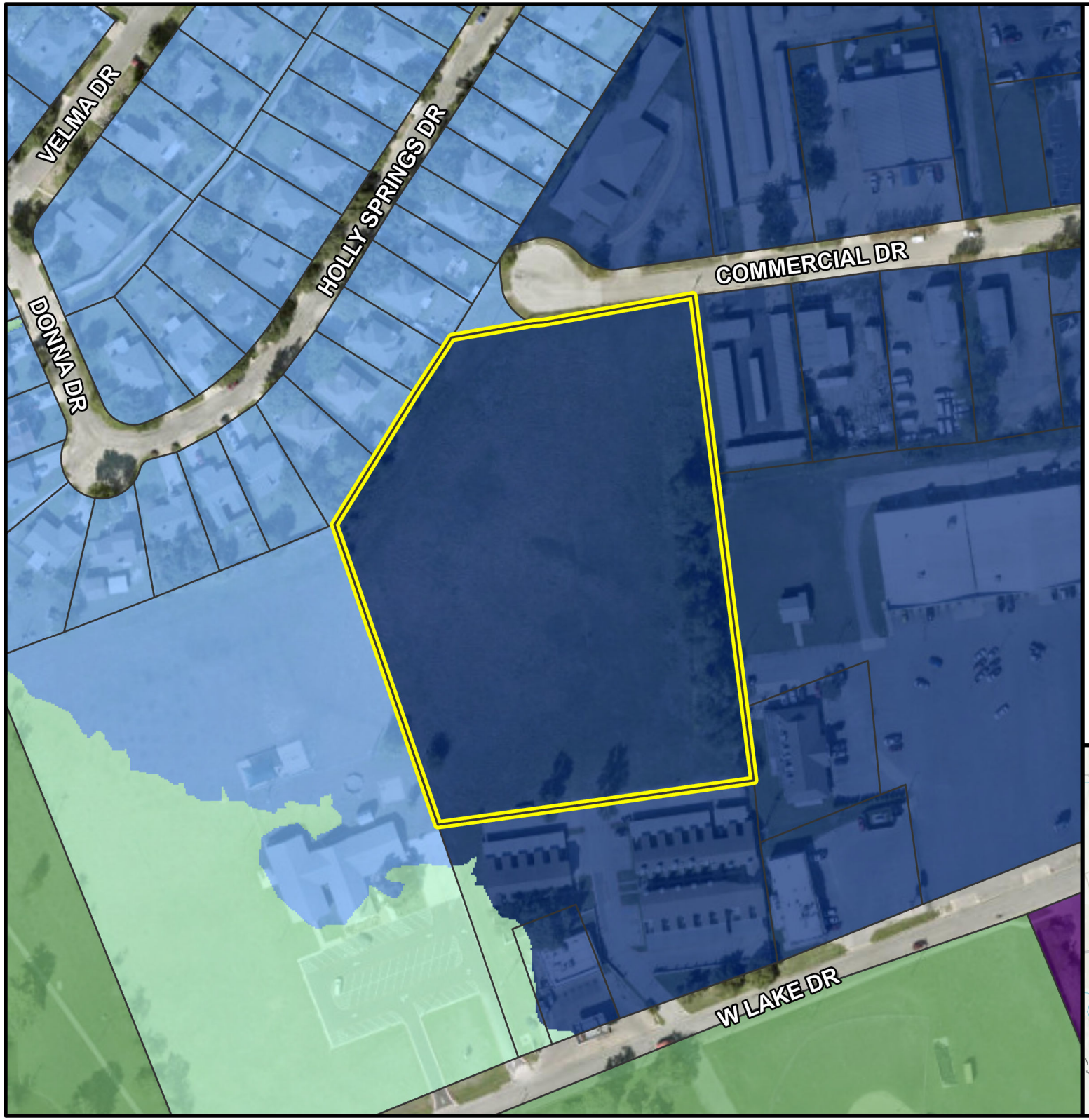
- P1: Nature
- Neighborhood Plan Overlay

Place Type Zoning

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

N 0 150 300
Feet





PZ-2024-2109

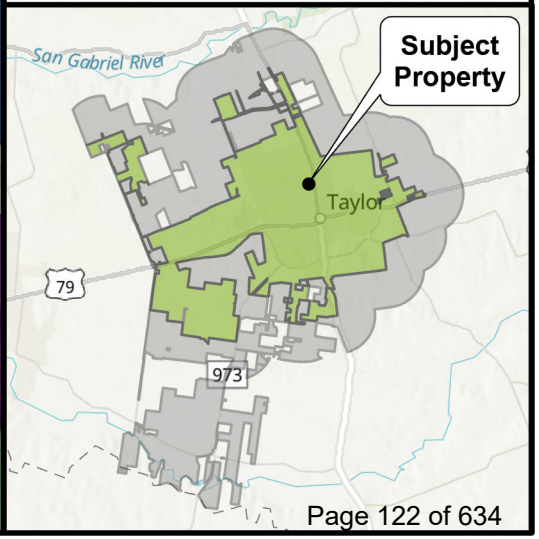
215 Commercial Dr.
Neighborhood Plan
Growth Sector Map
Approximately 4.7 acres

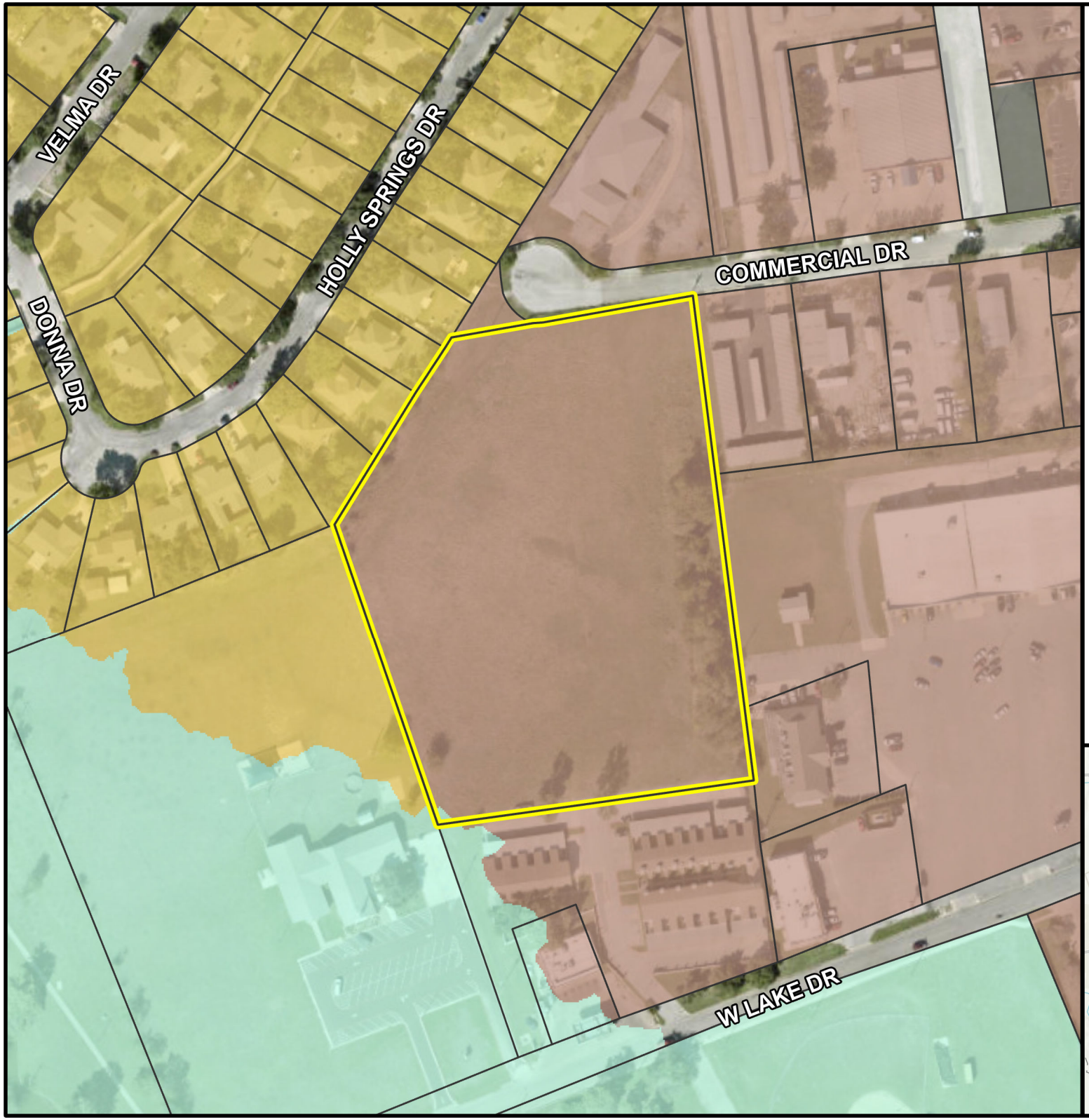
- City Limits
- Subject Property
- Parcels

Growth Sector

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

N 0 150 300
Feet





PZ-2024-2109

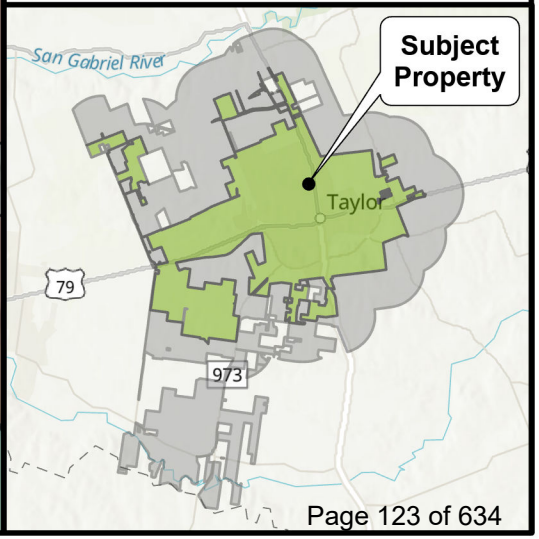
215 Commercial Dr.
Neighborhood Plan
Future Land Use Map
Approximately 4.7 acres

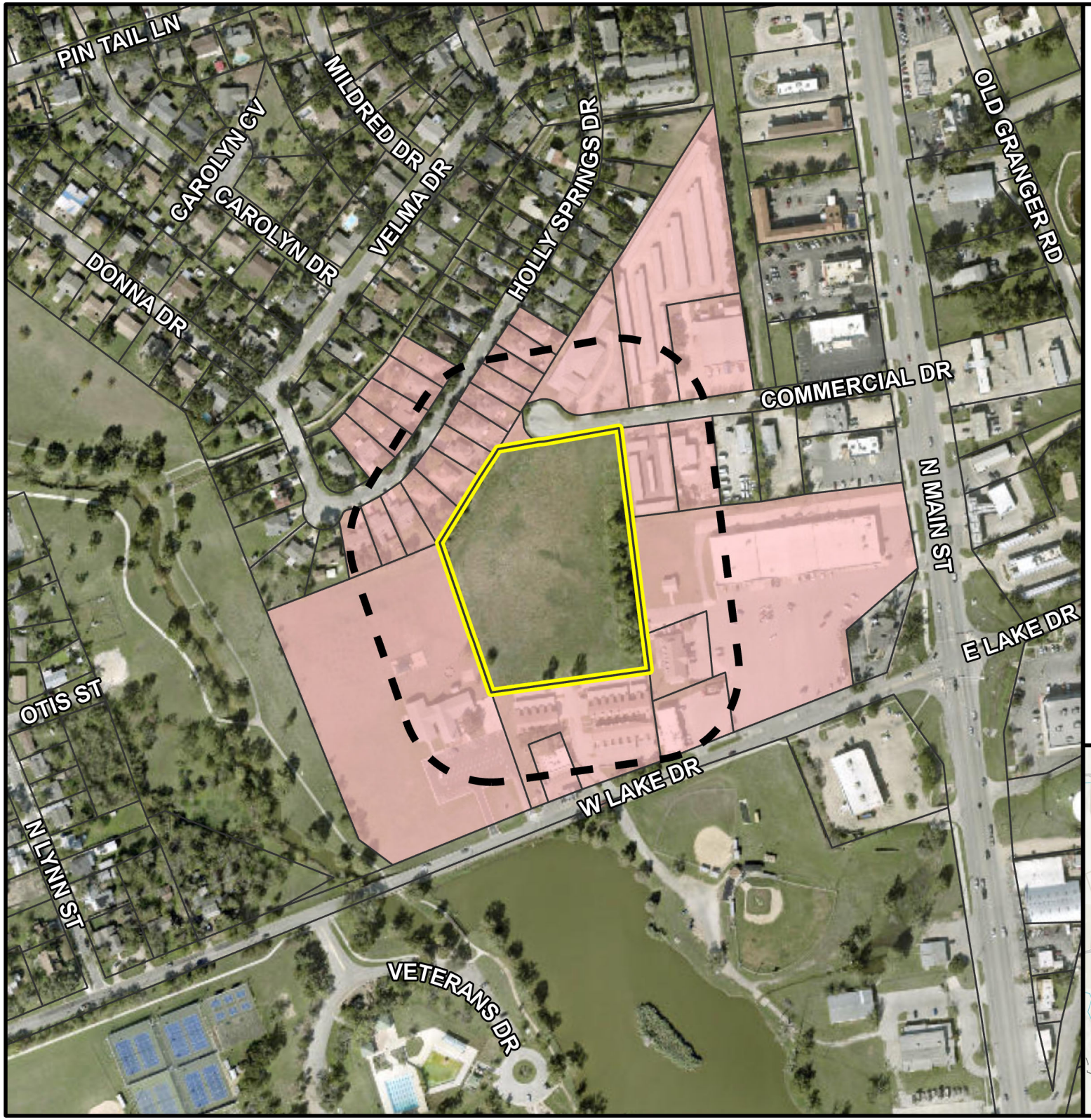
- City Limits
- Subject Property
- Parcels

Future Land Use

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

N 0 150 300
Feet





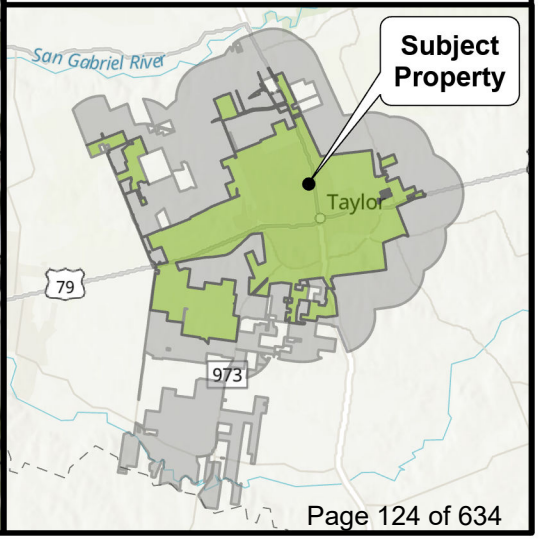
Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2109

215 Commercial Dr.
Neighborhood Plan
Notification Map
Approximately 4.7 acres

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

N 0 310 620
Feet



ORDINANCE NO. 2024-43

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

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

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

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

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

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

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

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

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

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

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

_____
Dwayne Ariola, Mayor

ATTEST:

_____
Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

_____
Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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

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

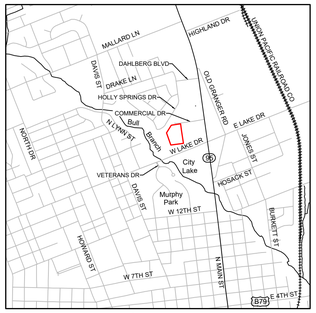
_____
Lucy Aldrich
City Clerk

EXHIBIT A

(Metes & Bounds/Legal Description/Survey)

ALTA/NSPS LAND TITLE SURVEY

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



VICINITY MAP
SCALE: 1" = 2000'

TITLE COMMITMENT NOTES:

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

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

THE FOLLOWING MATTERS ADDRESSED BY THE SURVEYOR ARE ITEMIZED BELOW.

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

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

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

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

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

F) INTENTIONALLY DELETED

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

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

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

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

K) PIPELINE EASEMENT GRANTED TO ATMOS ENERGY CORPORATION, A TEXAS CORPORATION, BY INSTRUMENT DATED NOVEMBER 16, 2007, RECORDED UNDER DOCUMENT NO. 2007102719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [AS DEPICTED]

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

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

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

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

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

P) INTENTIONALLY DELETED

Q) INTENTIONALLY DELETED

UTILITY NOTES

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

FLOOD INFORMATION

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

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

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

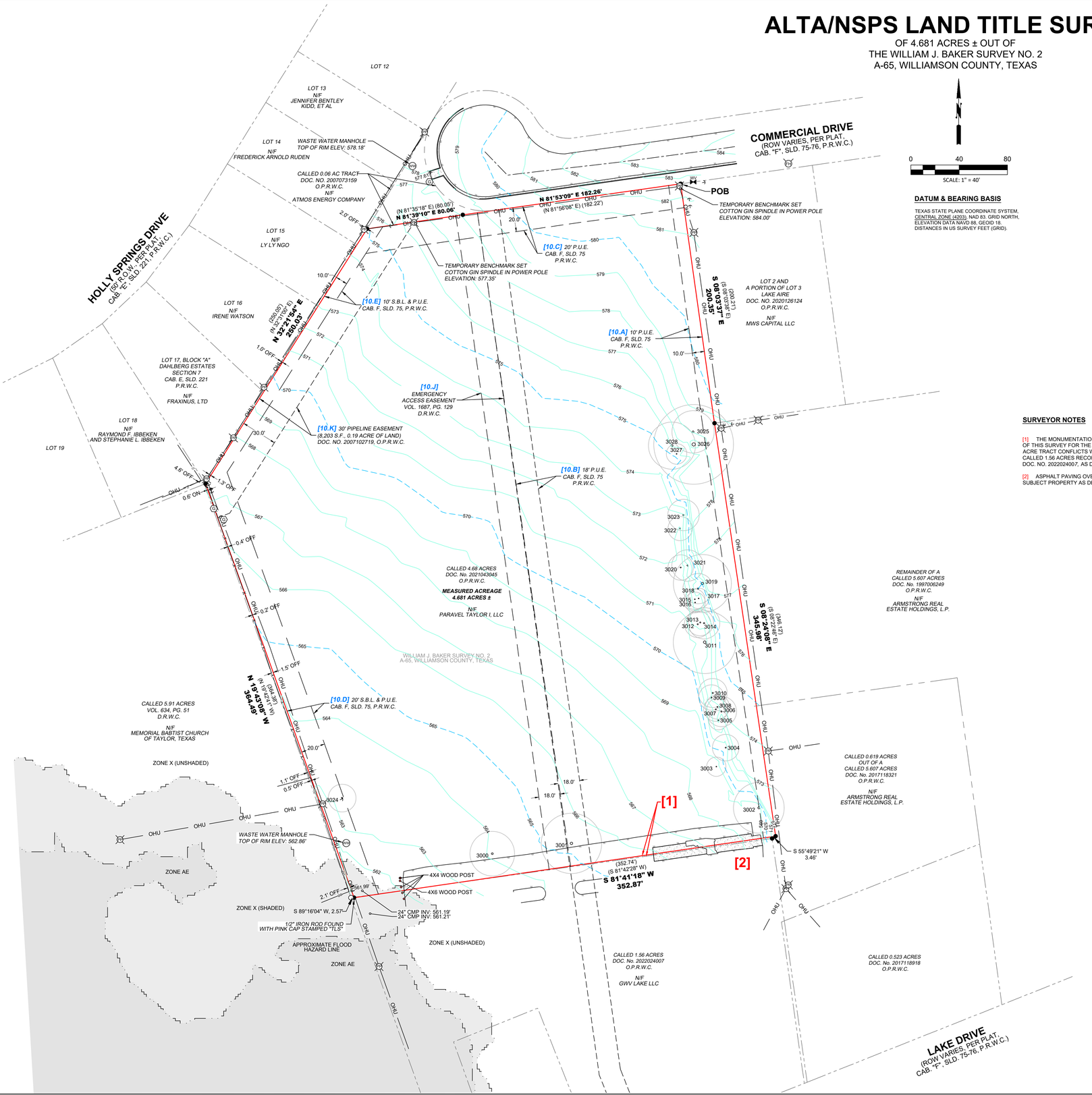
THE FIELDWORK WAS COMPLETED ON APRIL 19, 2023.

DATE OF PLAT OR MAP: JUNE 20, 2023

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

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

SHEET SIZE = 24"X36"



0 40 80
SCALE: 1" = 40'

DATUM & BEARING BASIS

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

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

SURVEYOR NOTES

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

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

LEGEND

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

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

TREE LEGEND

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

(M) MULTIPLE TRUNK

TABLE A - ALTA NOTES

1. MONUMENTS PLACED AT ALL MAJOR CORNERS
2. ADDRESS(ES) OF THE SURVEYED PROPERTY DISCLOSED
3. FLOOD ZONE CLASSIFICATION DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY
4. GROSS LAND AREA: 4.681 ACRES
5. VERTICAL RELIEF SOURCE: 1-FOOT CONTOURS BASED ON GROUND SURVEY MEASUREMENTS
7(a). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK AS DEPICTED
9. NO PAINTED PARKING AREAS NOTED DURING SURVEY
13. NAMES OF ADJOINING LAND OWNERS PER WILLIAMSON COUNTY APPRAISAL DISTRICT
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK
17. THERE IS NO EVIDENCE OF PROPOSED STREET RIGHT OF WAY CHANGES AS PROVIDED BY THE CLIENT OR GOVERNING MUNICIPALITY.

GENERAL NOTES:

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

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

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

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

SHEET
1 of 1



An Infill Neighborhood Plan
for
215 Commercial Drive
Taylor, Texas

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

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

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

X APPENDIX
Charrette Plans X.2

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



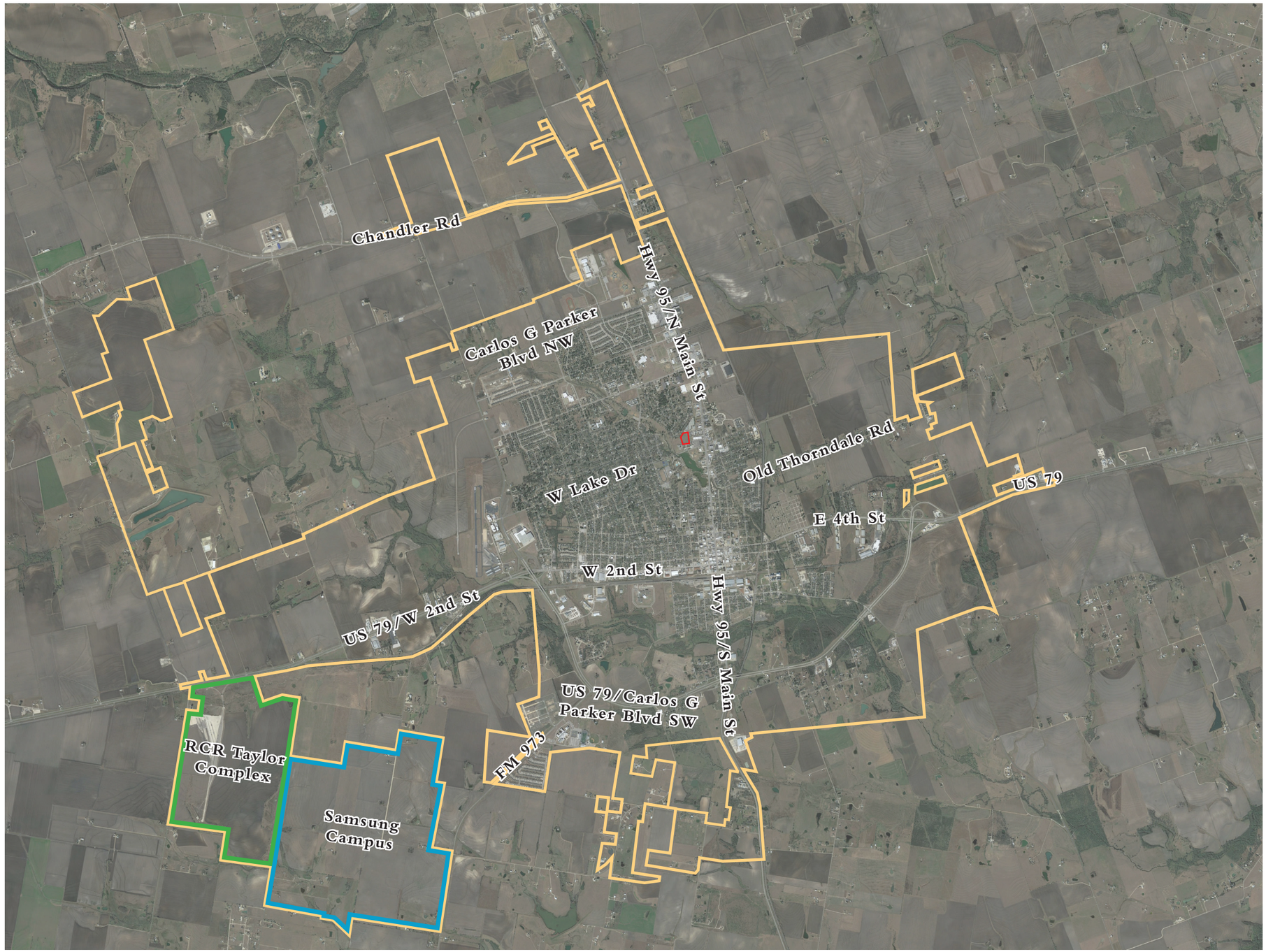
A. Background

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

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

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

REGIONAL CONTEXT



Key

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

N

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

SITE IN CONTEXT



Key

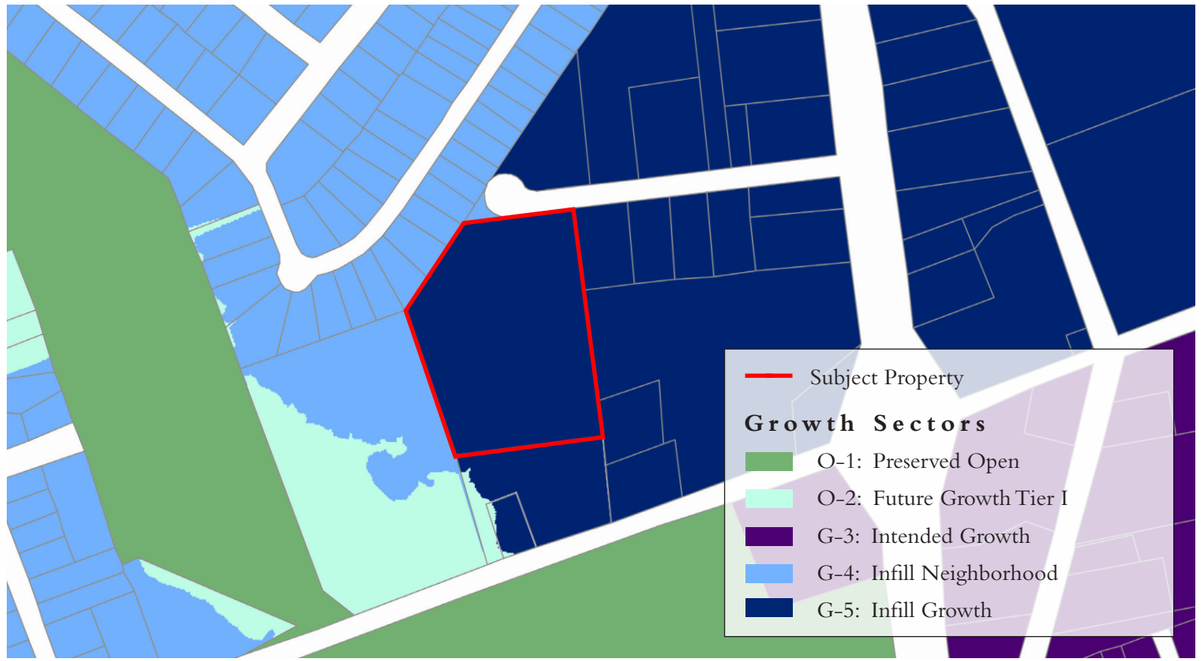
- Subject Property
- Community Boulevard
- Trail
- 1-foot Contour
- 10-foot Contour
- 30-foot Pipeline Easement
- Varying Public Utility Easements

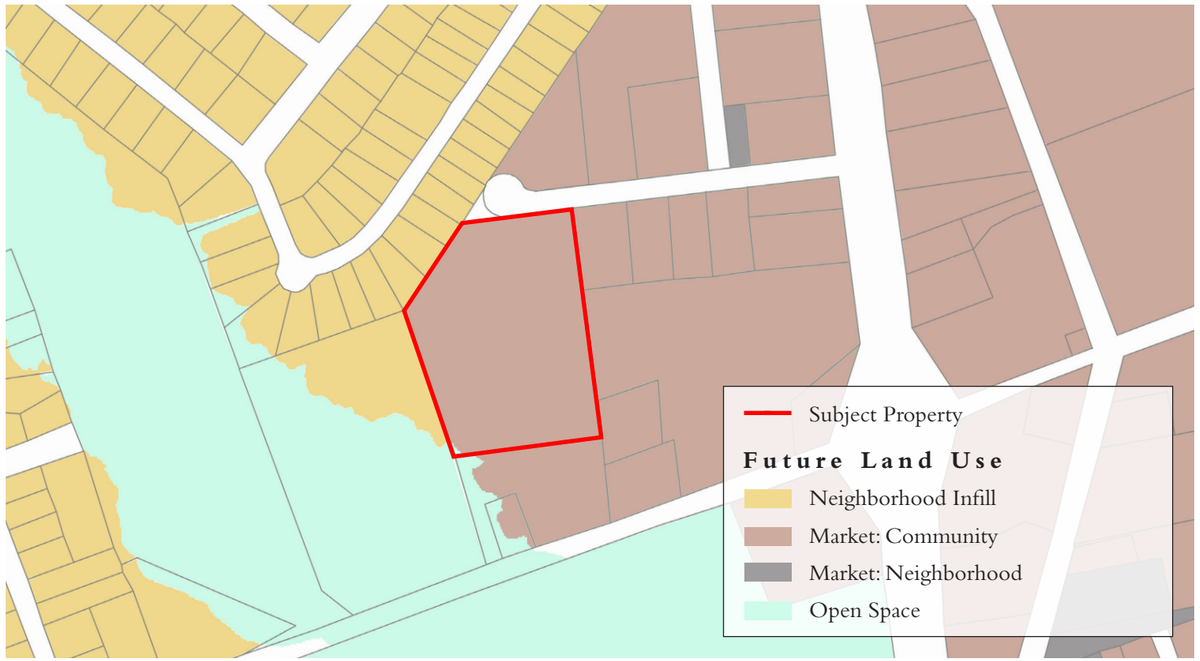
N

0 ft 80 ft 160 ft 320 ft

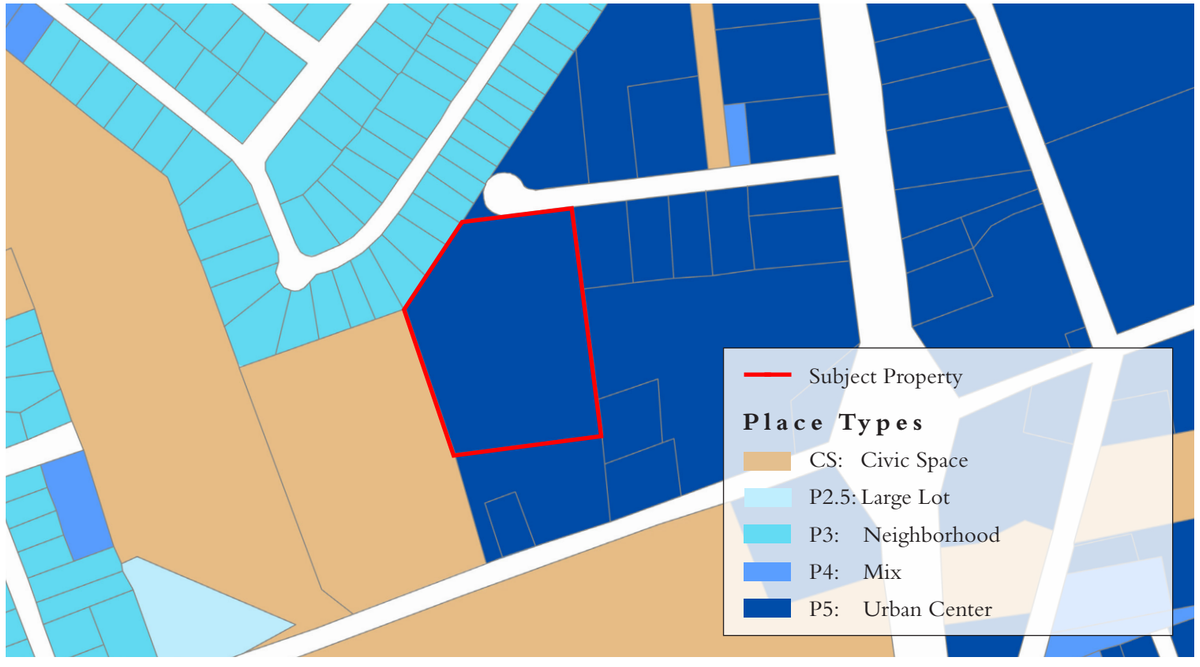
The design is subject to change. Not for construction.

COMPREHENSIVE PLAN EXCERPTS

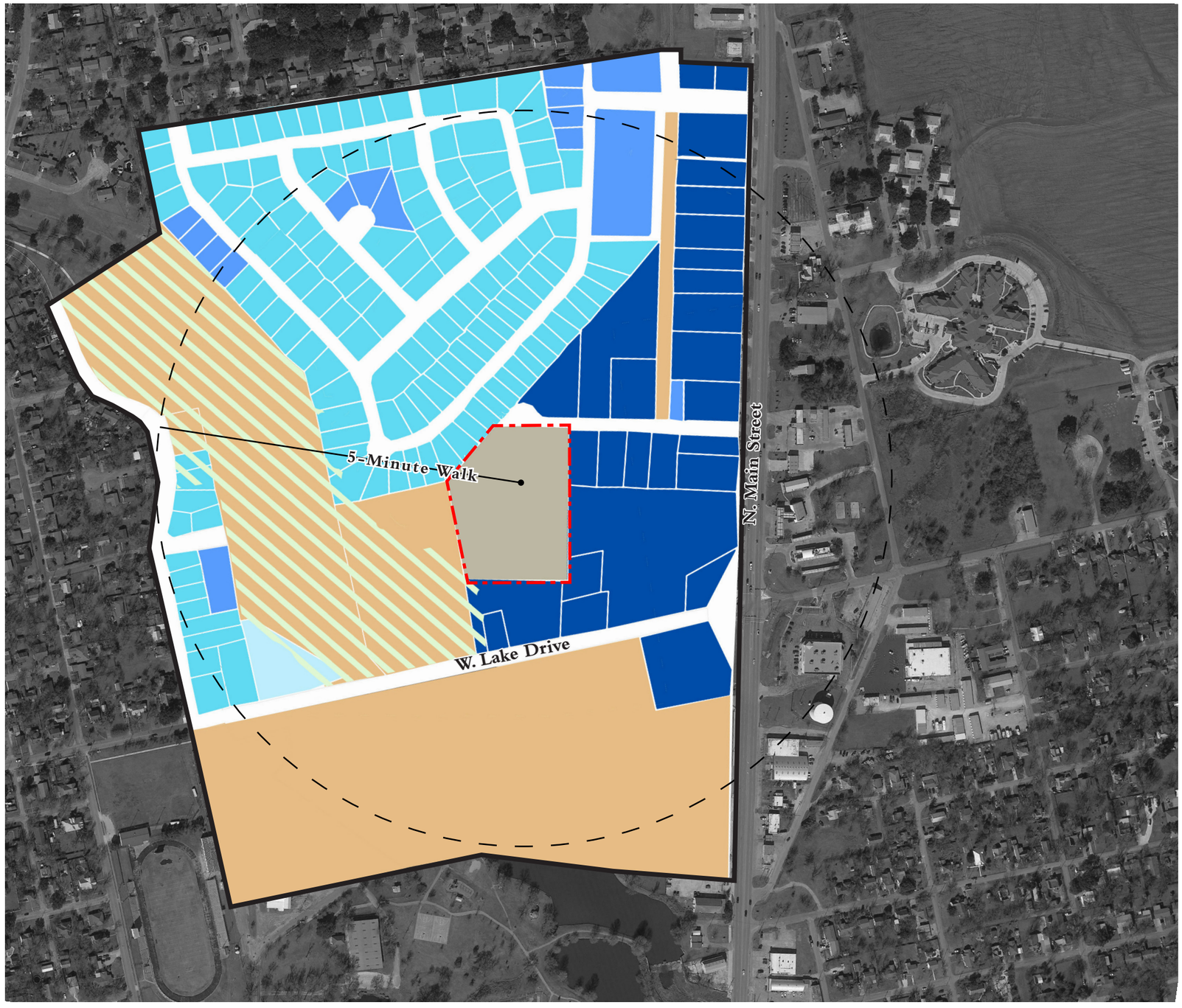








TARGET PLACE TYPE ALLOCATIONS

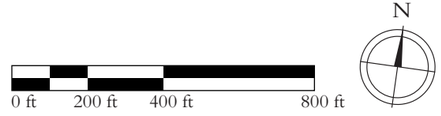


Key

- Subject Property
- Pedestrian Shed

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

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



The design is subject to change. Not for construction.

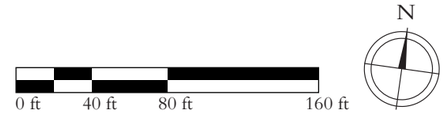
EXISTING CONDITIONS



Key

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

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



The design is subject to change. Not for construction.

ELEVATION ANALYSIS



Key

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

0 ft 40 ft 80 ft 160 ft

N

The design is subject to change. Not for construction.

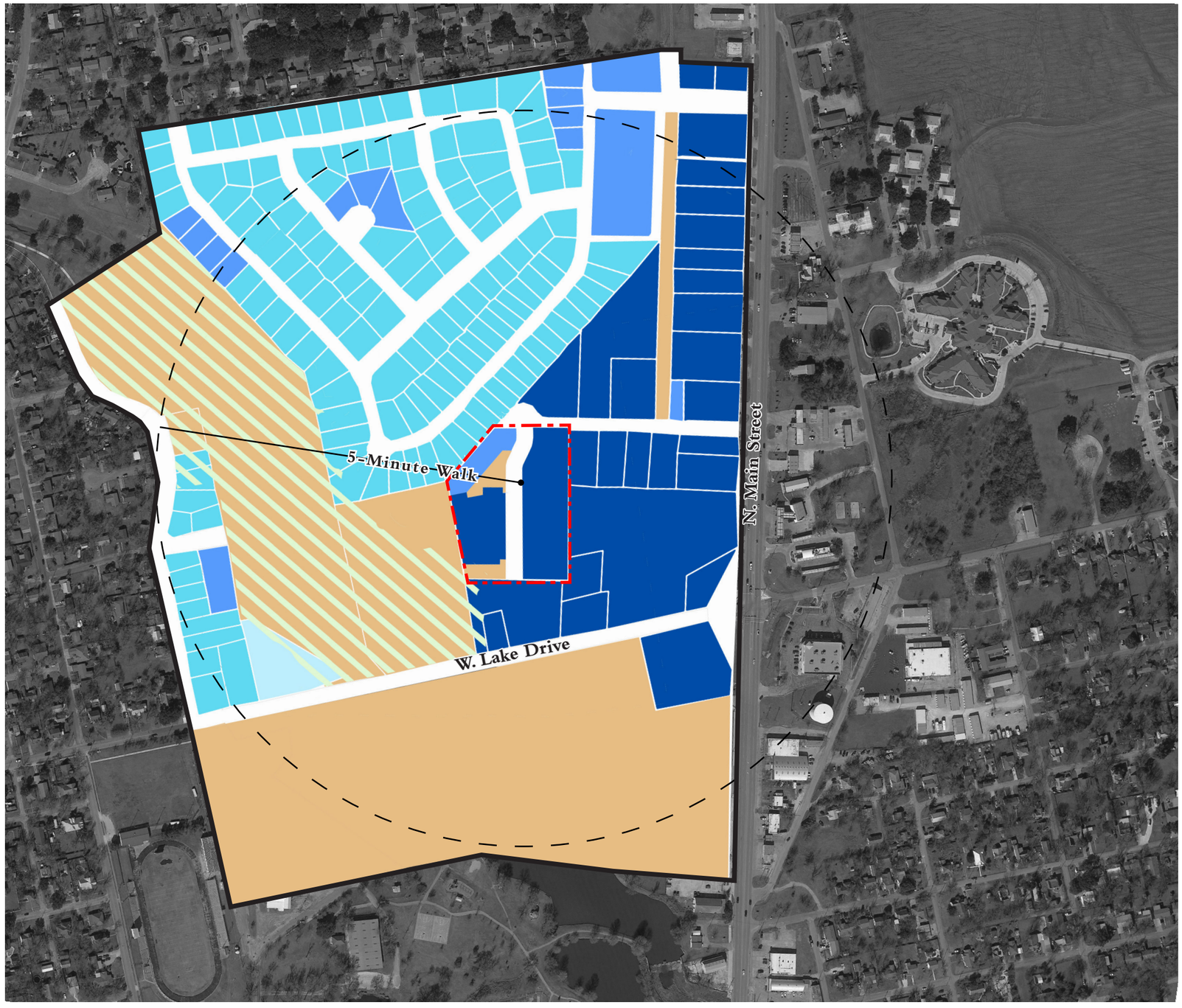


B. Regulations

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

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

PLACE TYPE ALLOCATIONS

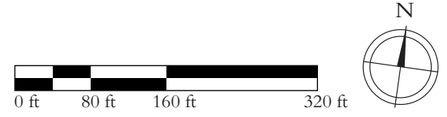


Key

- Subject Property
- Pedestrian Shed

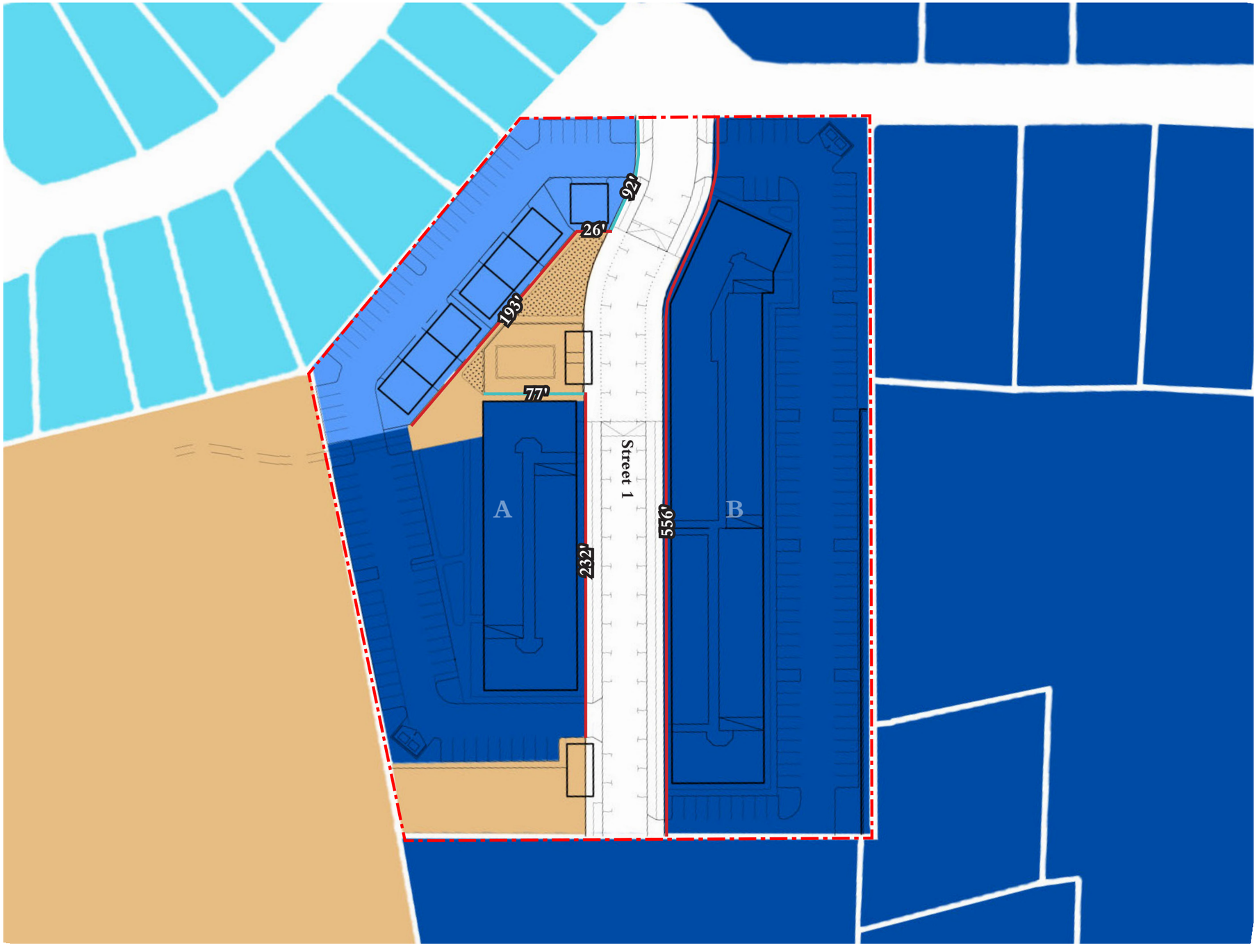
Place Type	Permitted for a TND	Total in Pedestrian Shed	Outside Subject Property	Inside Subject Property
P1 [3]	5% min.	23.2 ac. (19.1%)	23.2 ac.	0.0 ac.
P2.5	0% min.	1.3 ac. (0.1%)	1.3 ac.	0.0 ac.
P3	10-30%	32.4 ac. (26.7%) [5]	32.4 ac.	0.0 ac.
P4	40-60%	6.3 ac. (5.2%) [5]	6.3 ac.	0.6 ac.
P5	10-30%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

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



The design is subject to change. Not for construction.

REGULATING PLAN

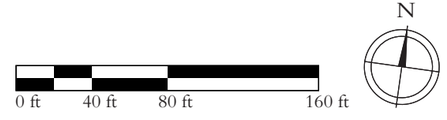


Key

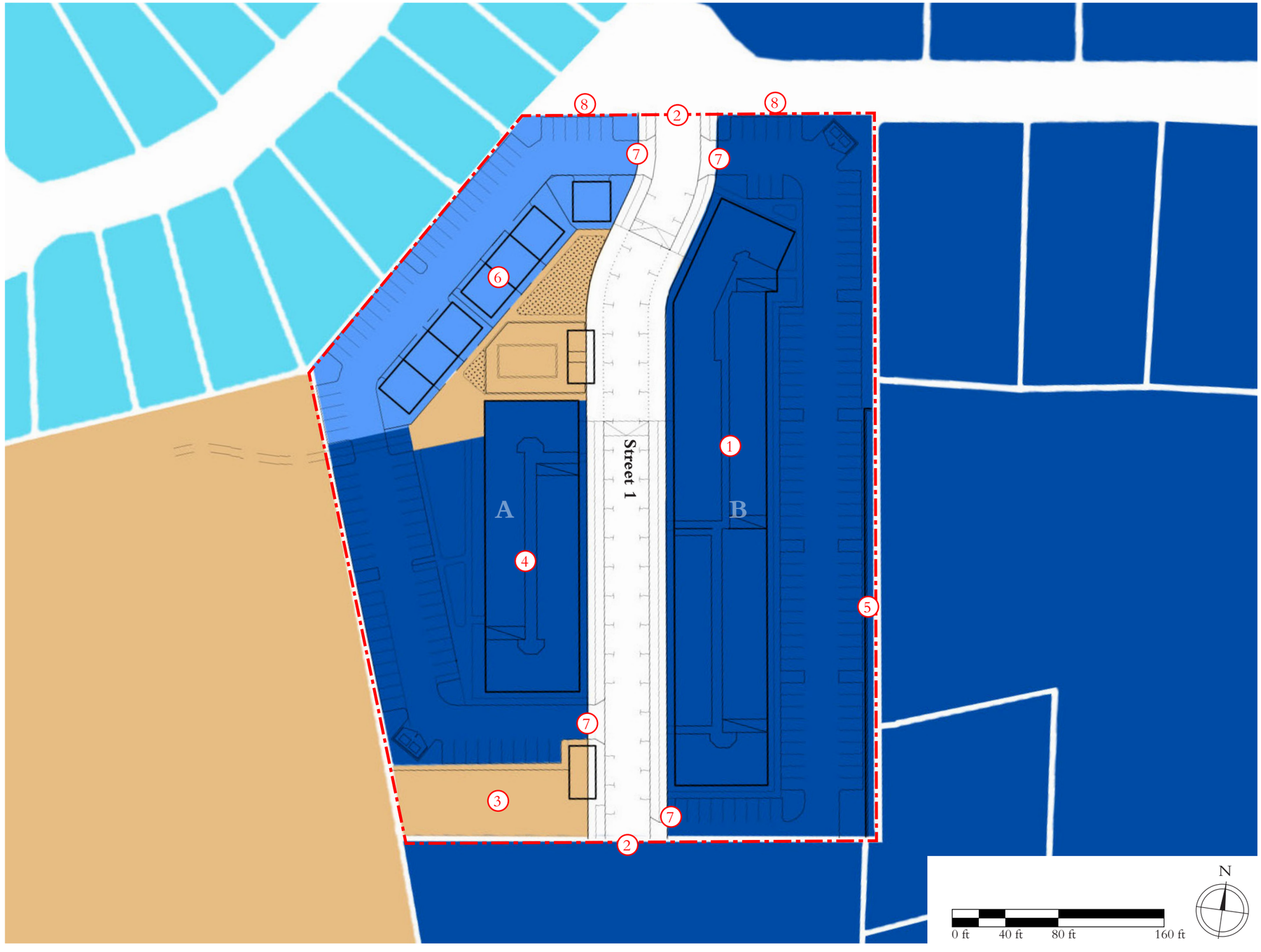
- Subject Property
- P2.5
- P3
- P4
- P5
- CS
- Primary Frontage
- Secondary Frontage

General Standards

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



The design is subject to change. Not for construction.



Design-Specific Standards

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

The design is subject to change. Not for construction.

THOROUGHFARE TYPES MAP



Key

Subject Property

Front Thoroughfare Types

Name	Type	ROW	Pavement
Street	ST	60	34

Rear Thoroughfare Types

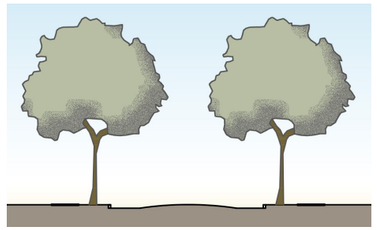
Name	Pavement
Fire Lane in Parking Lot	26-feet clear

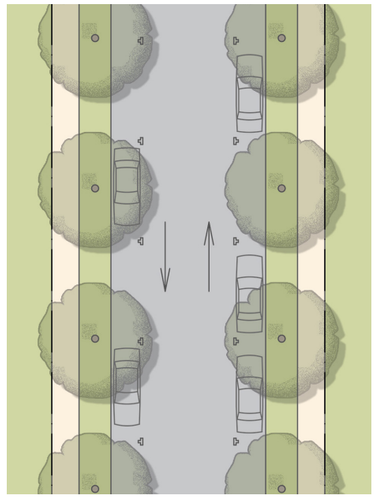
N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

THOROUGHFARE SECTIONS





ST-60-34

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

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

Thoroughfare Type
ST Street

Right-of-Way Width

Pavement Width

XX-###-##

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

Notes

CIVIC SPACE PLAN



Key

Subject Property

Civic Space Types

Plaza

Park

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

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.



C. Supplemental Plans

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

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

MASTER PLAN IN CONTEXT



Key

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

N

0 ft 80 ft 160 ft 320 ft

The design is subject to change. Not for construction.

MASTER PLAN WITH SUMMARY PROGRAM



Key

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

Residential Program

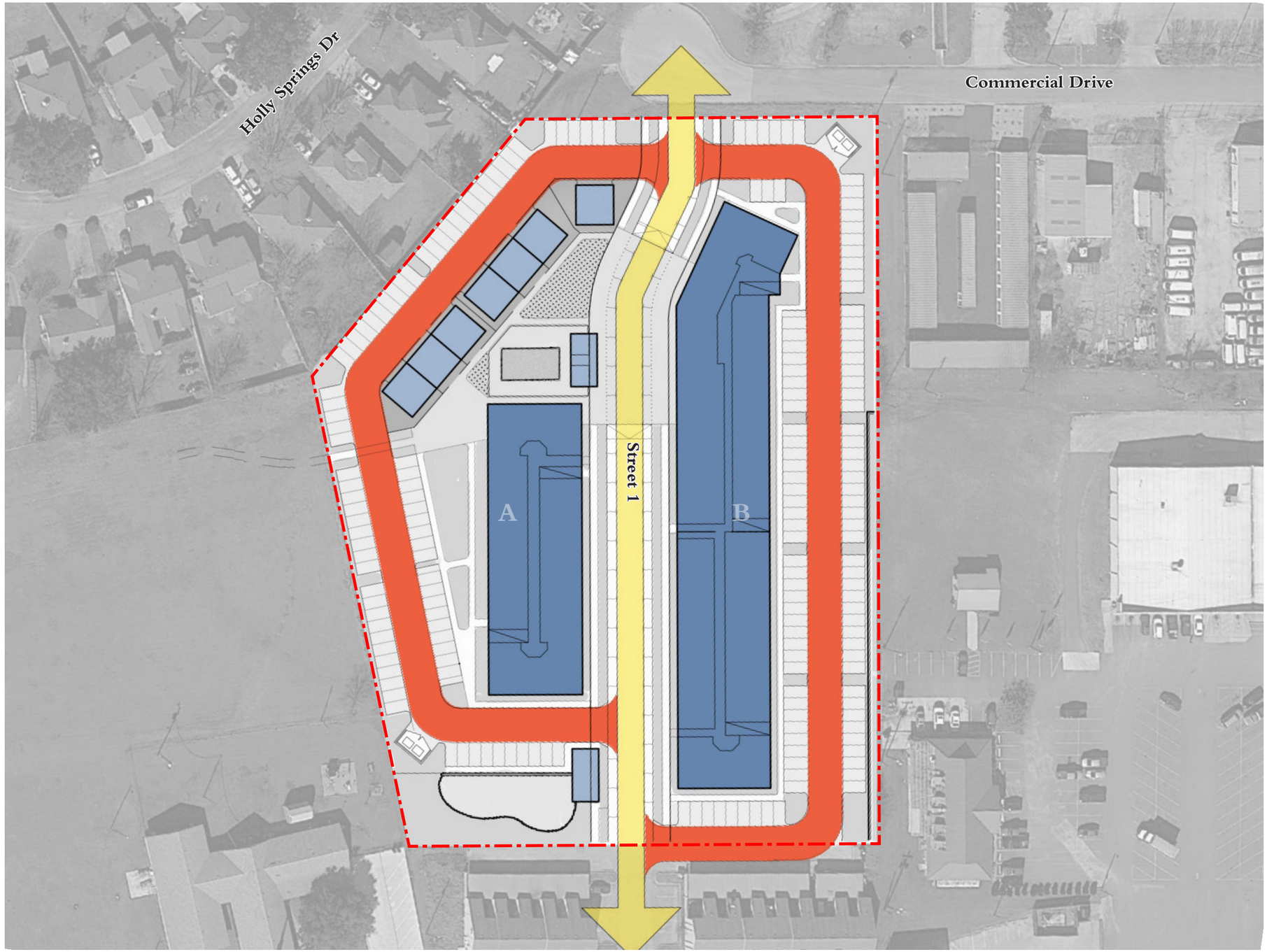
Large Apartment Buildings	163 units
1-Bedroom units	*129 units*
2-Bedroom units	*34 units*
Park-under Units	7 units
Total Residential	**170 units**

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

FIRE APPARATUS ACCESS DIAGRAM

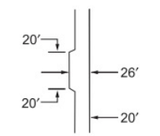


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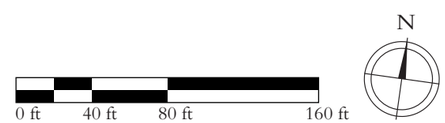
- Subject Property
- 26-foot Fire Apparatus Access Roads
- 20-foot Fire Apparatus Access Roads
- Buildings over 30 feet
- Buildings under 30 feet

Fire Apparatus Access Notes

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

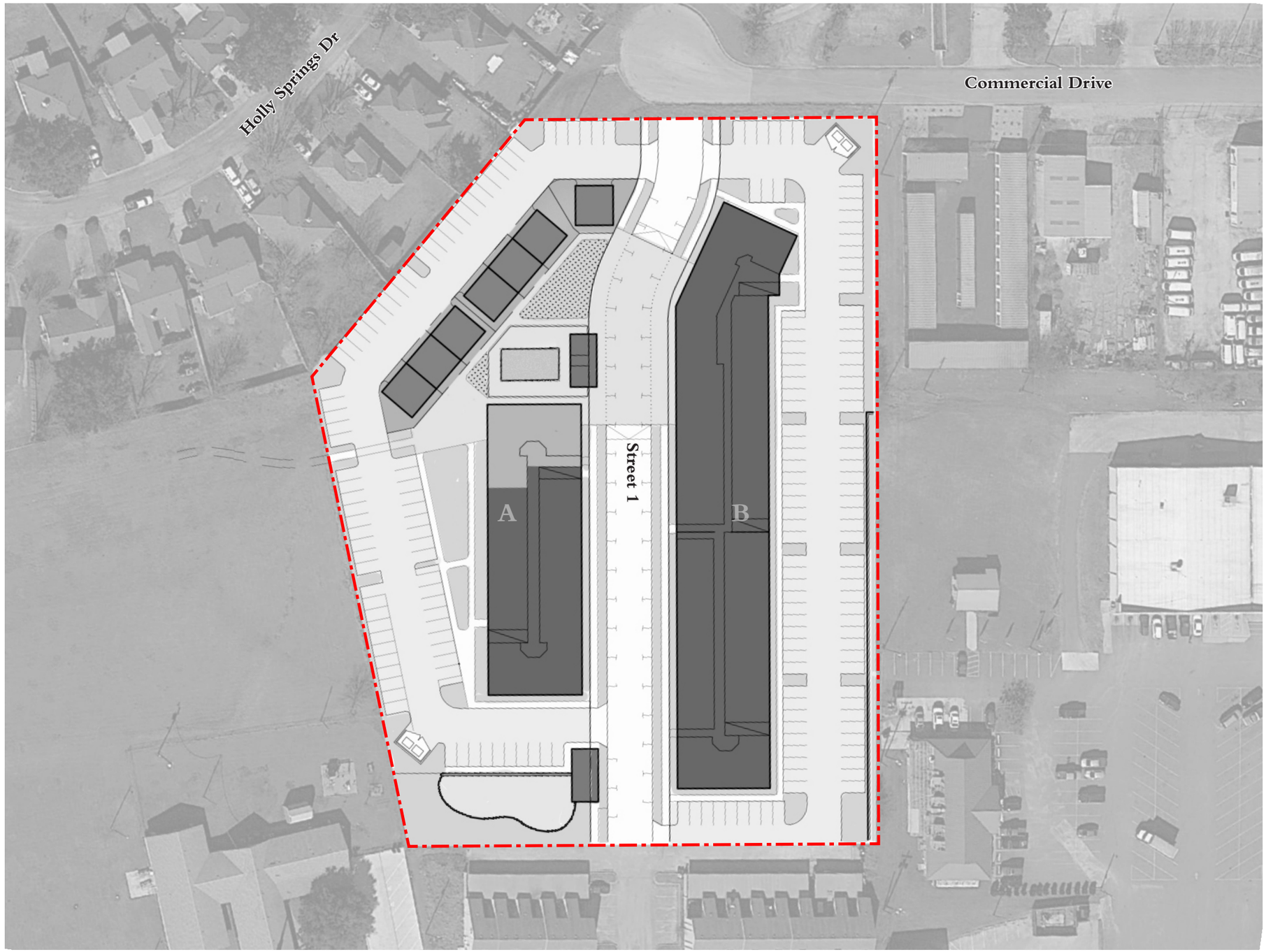


MINIMUM CLEARANCE AROUND A FIRE HYDRANT



The design is subject to change. Not for construction.

DETAILED PROGRAM AND PARKING



Key

- Subject Property
- Area Boundary

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

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

Detailed Program

Large Apartment Buildings		Spaces
1-Bedroom units	129 units	194
2-Bedroom units	34 units	51
Total	163 units	245
Park-under Units	7 units	14
Total Requested		**259**

Parking Provided	Spaces
Provided on Street	40
Provided in Parking Lots	185
Provided in Garages	14
Total Provided	**239**
Difference	**-20**

0 ft 40 ft 80 ft 160 ft

N

The design is subject to change. Not for construction.

MASTER PLAN WITH ANNOTATIONS



Key

- Subject Property
- 1-foot Contour
- 5-foot Contour
- Stormwater Management Pond
- Pool
- abc Thoroughfare Label

Annotations

1. Park-under Buildings
2. Multi-family Buildings
3. Pavilion
4. Leasing Office
5. Retaining Wall
6. Future Trail Connection
7. Raised Intersection with Bollards

0 ft 40 ft 80 ft 160 ft

N

The design is subject to change. Not for construction.

CHARACTER IMAGES



1. Park-under Buildings - East Beach, Norfolk,Va.



2. Multi-family Buildings - Beacon Place, Kentlands, Gaithersburg, Md.



3. Pavilion - Amerson River Park, Macon, Ga.



X. Appendix

The Appendix chapter provides additional information for reference that is not directly related to the content of the Infill Neighborhood Plan.

Charrette Plans X.2

CHARRETTE PLAN - WEDNESDAY - SCHEME 1



Key

- Subject Property
- 1-foot Contour
- 5-foot Contour
- Stormwater Management Pond
- Pool
- Townhouse
- Multi-Family
- Civic

PROGRAM

MULTI-FAMILY	UNITS
1 BEDROOM	114
2 BEDROOM	38
TOWNHOUSE	
24 x 50 PARK-UNDER	+ 9
TOTAL	= 161 UNITS

MULTI-FAMILY PARKING

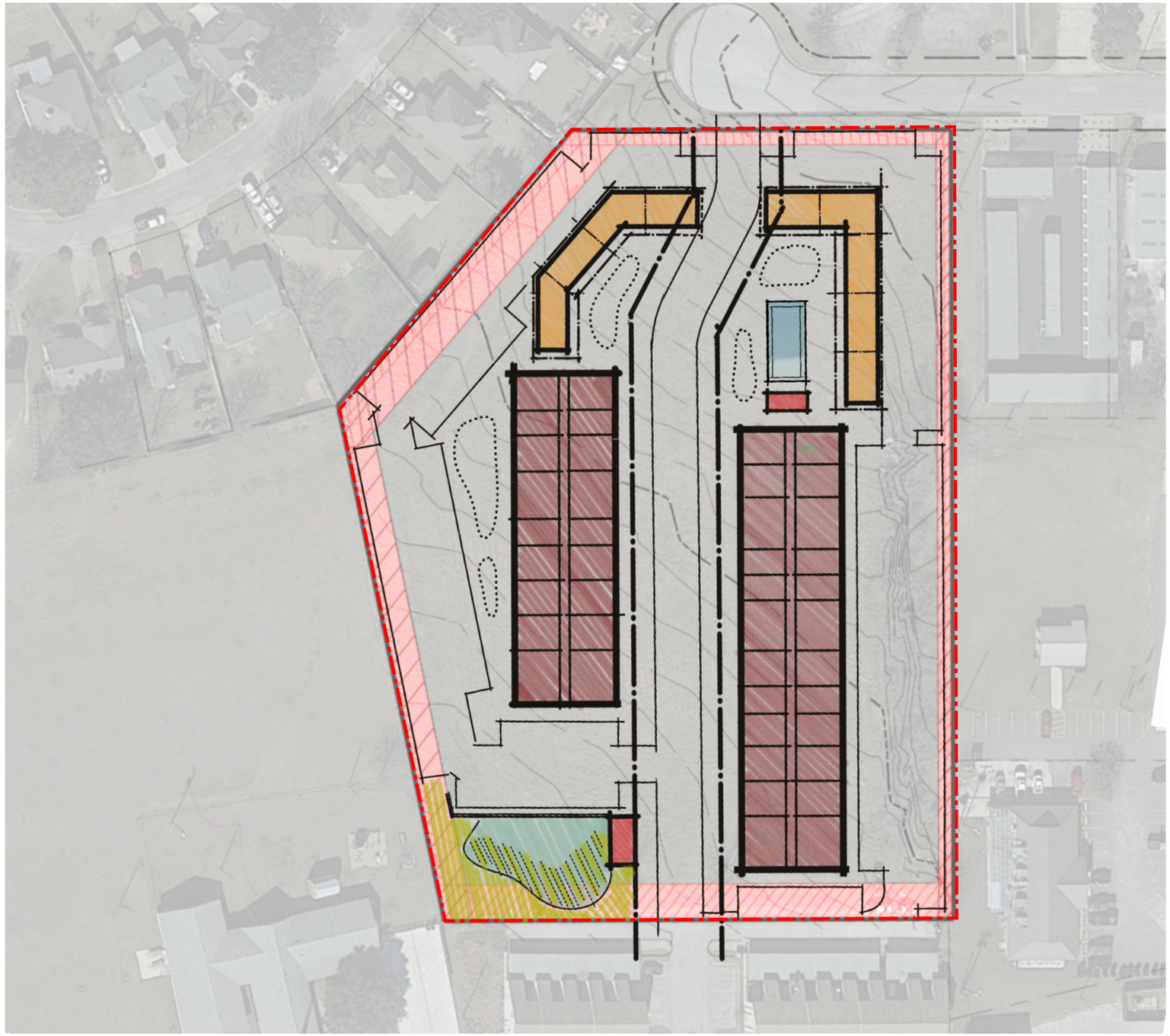
TOT. MULTI-FAM BEDROOMS	190 BEDS
SPACES/BEDROOM	x 1.18/B
REQUIRED	= 224 SPACES
PROVIDED	240 SPACES
NET	+16 SPACES

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

CHARRETTE PLAN - WEDNESDAY - SCHEME 2



Key

- Subject Property
- 1-foot Contour
- 5-foot Contour
- Stormwater Management Pond
- Pool
- Liner
- Multi-Family
- Civic

PROGRAM

MULTI-FAMILY	UNITS
1 BEDROOM	106
2 BEDROOM	38
TOWNHOUSE	
40x24 CARRIAGE HOUSE	+9
TOTAL	= 153 UNITS

MULTI-FAMILY PARKING

TOT. MULTI-FAM BEDROOMS 174 BEDS

SPACES/BEDROOM x1.18/B

REQUIRED = 205 SPACES

PROVIDED 240 SPACES

NET +35 SPACES

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

CHARRETTE PLAN - FRIDAY



Key

- Subject Property
- 1-foot Contour
- 5-foot Contour
- Stormwater Management Pond
- Pool
- Liner
- Multi-Family
- Civic

PROGRAM

MULTI-FAMILY	UNITS
1 BEDROOM	130
2 BEDROOM	38
TOWNHOUSE	
40x24 CARRIAGE HOUSE	+ 5
TOTAL	= 173 UNITS

MULTI-FAMILY PARKING

TOT. MULTI-FAM BEDROOMS 206 BEDS

SPACES/BEDROOM x 1.18/B

REQUIRED = 243 SPACES

PROVIDED 243 SPACES

NET = 1.18 SPACES/BED

N

0 ft 40 ft 80 ft 160 ft

The design is subject to change. Not for construction.

PZ-2024-2109

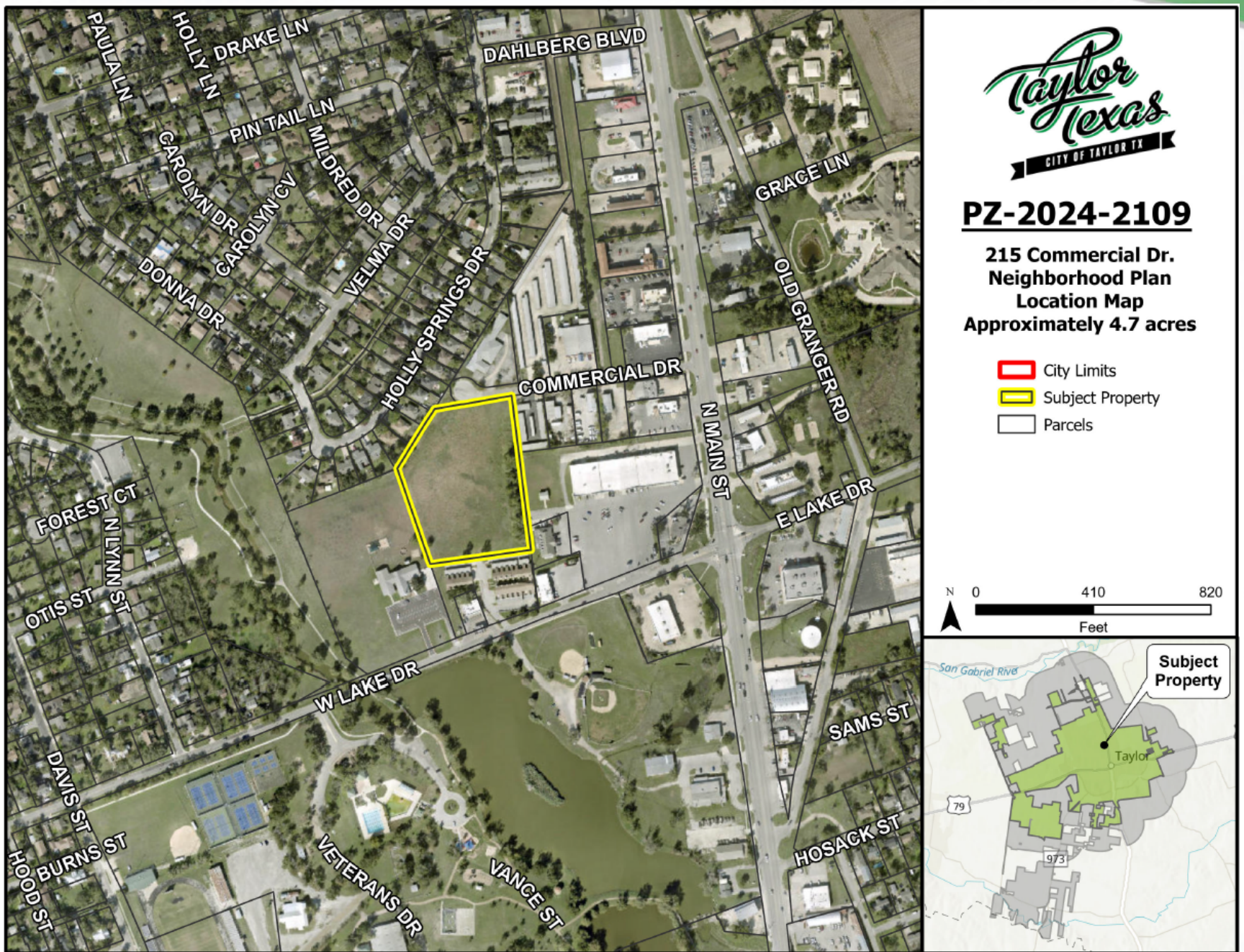
Infill Neighborhood Plan

215 Commercial Drive

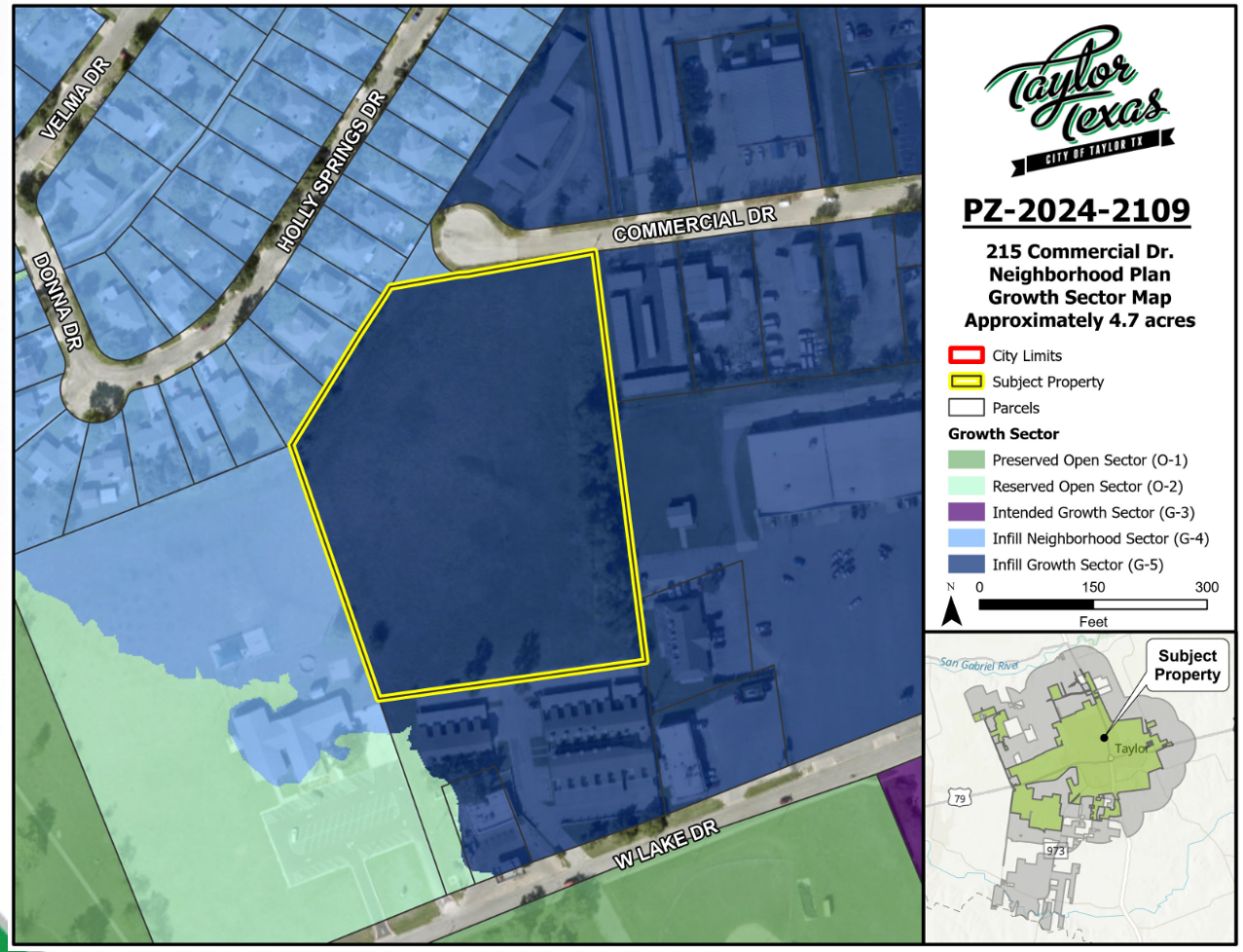
Development Process

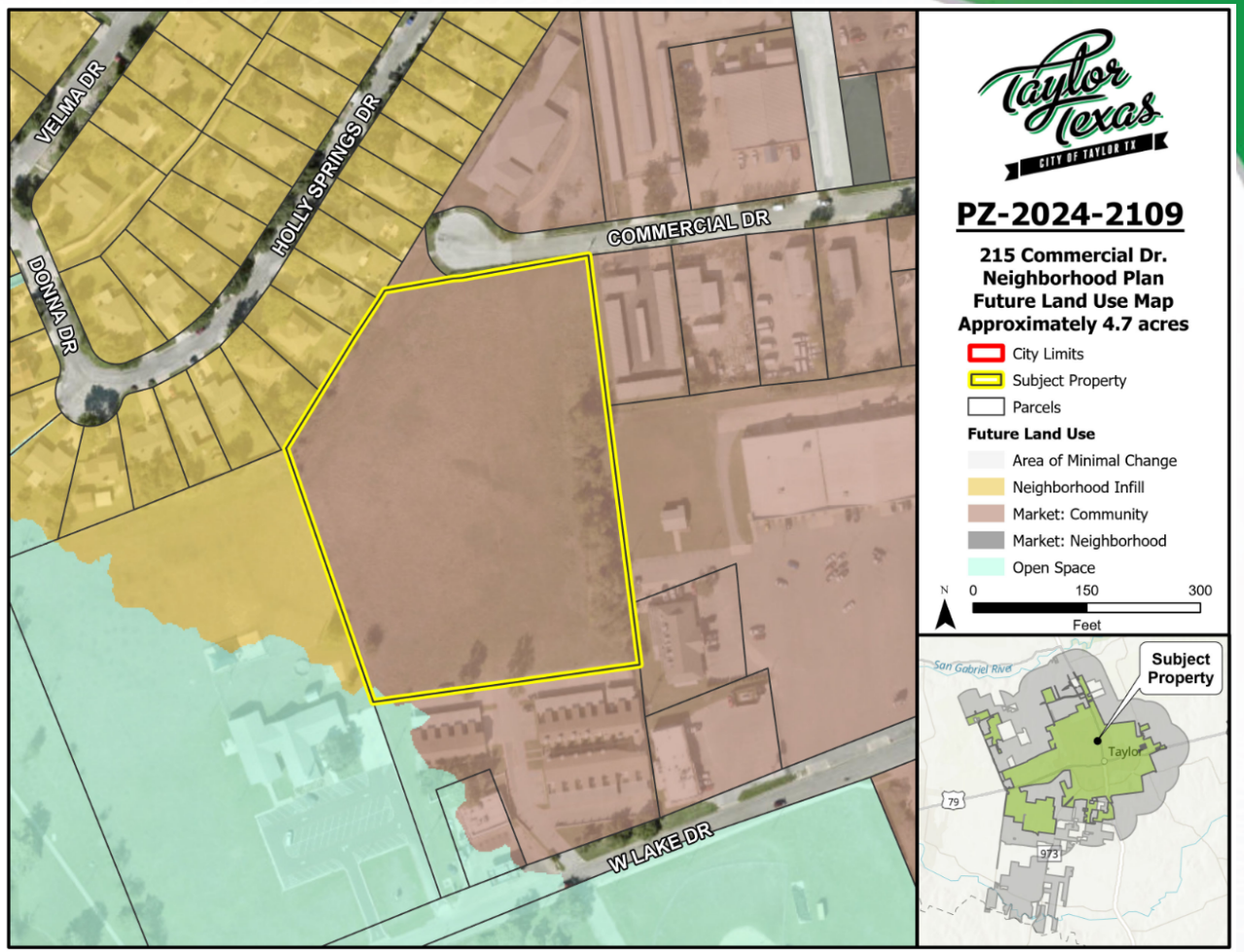
1. **Comprehensive Plan Amendment** – Changes to the Growth Sector, Future Land Use, or Transportation Master Plan. Can also be actions to amend the Comp. Plan to fulfill an Implementation Strategy.
2. **Plan and/or Place Type Designation** – Projects 2.5 acres and greater will go through an Employment Center, Neighborhood, or Infill Neighborhood Plan to layout new Centers or Neighborhoods and allocate Place Type Zoning Districts.
3. **Preliminary Plat** – Division of land into lots (identifying lot boundaries, streets, easements, etc.).
4. **Subdivision Improvement Plans** – Public Infrastructure Plans (Water, Sewer, Drainage).
5. **Final Plat** To be recorded after approved and accepted infrastructure improvements.
6. **Site Development Plans** – Engineered or surveyed drawings depicting proposed development on a lot(s).
7. **Building Permit** - Layout of building(s) on lot(s) and detailed construction drawings.

Location Map



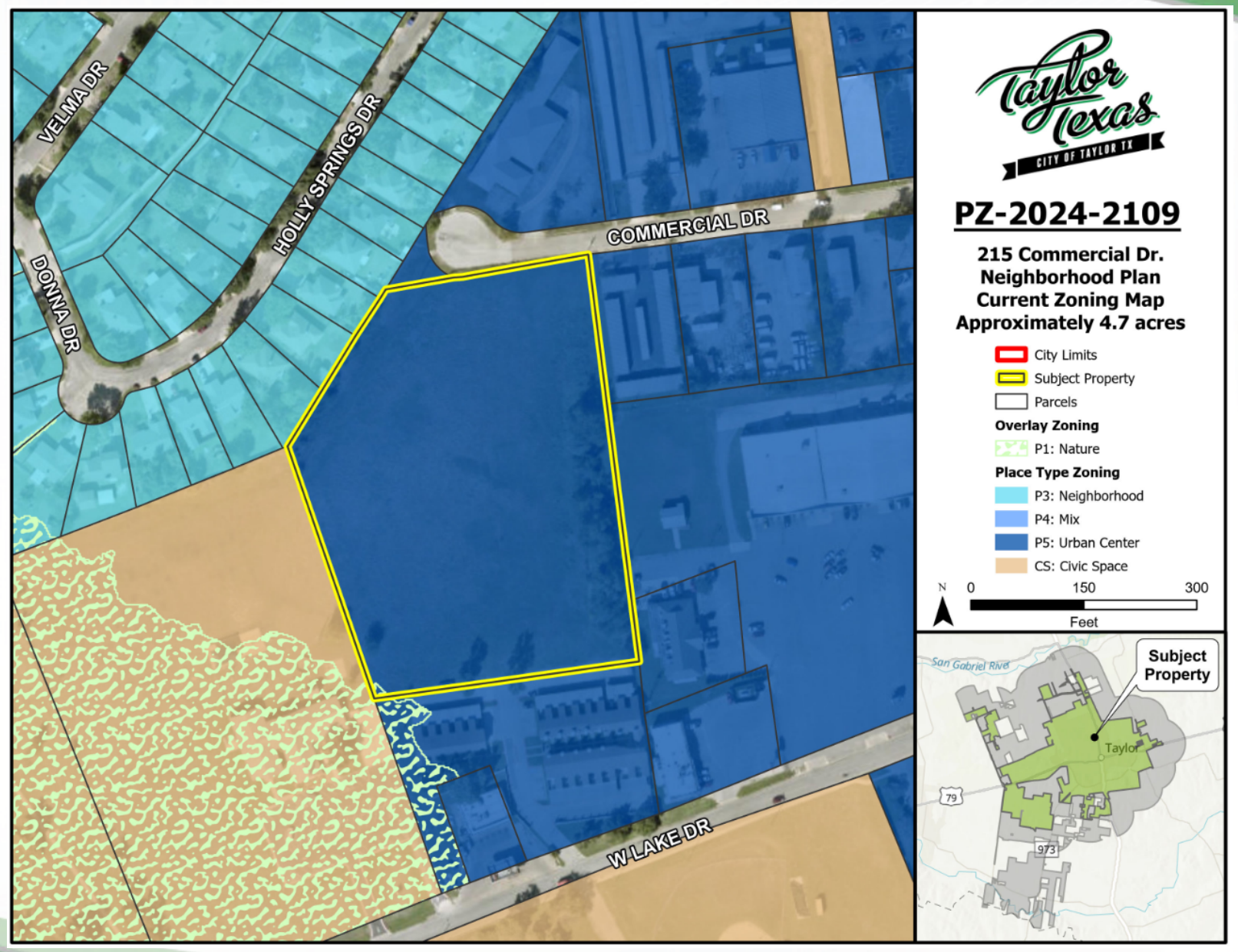
Growth Sector & Future Land Use Maps



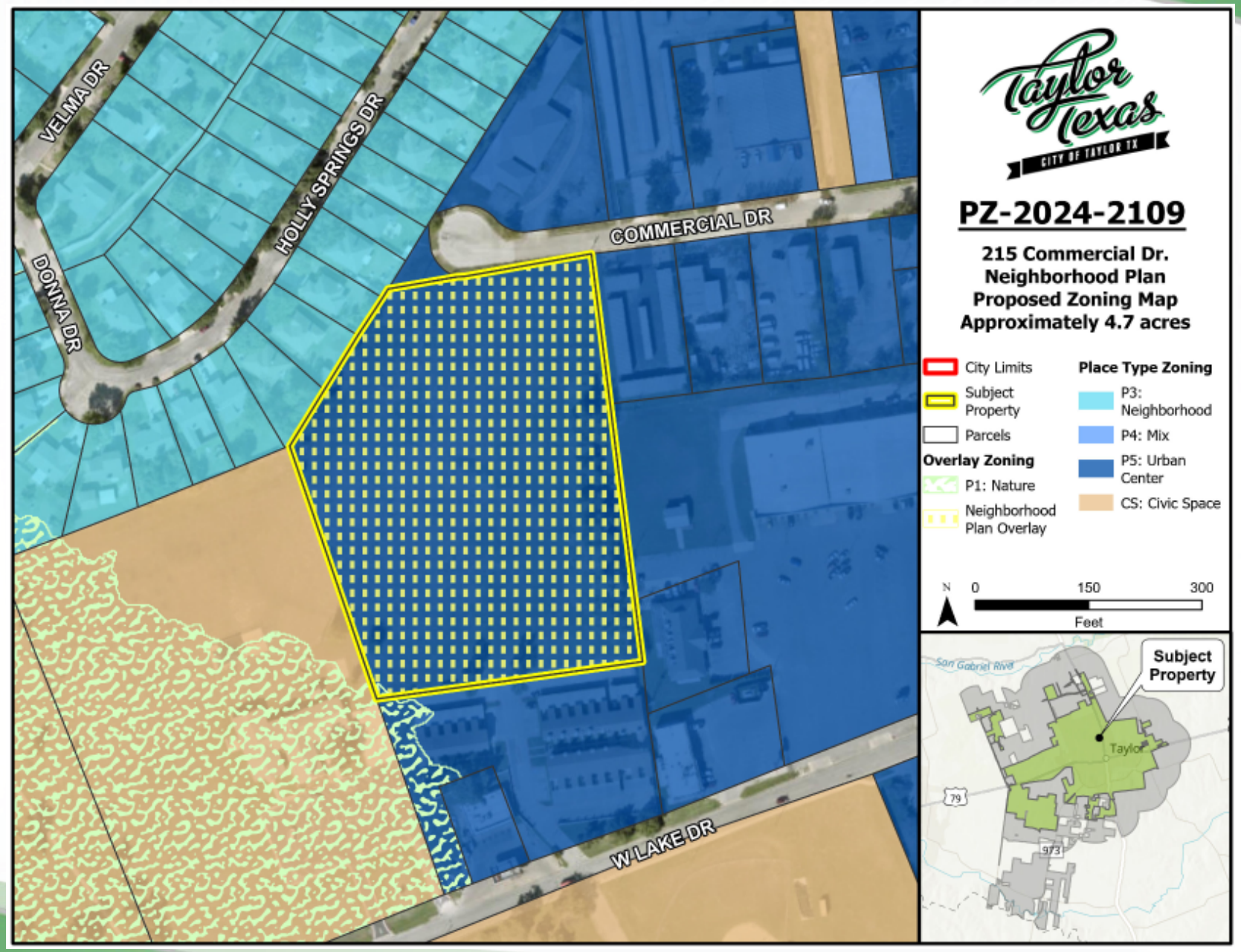


Taylor Texas
CITY OF TAYLOR TX

Existing Zoning Map

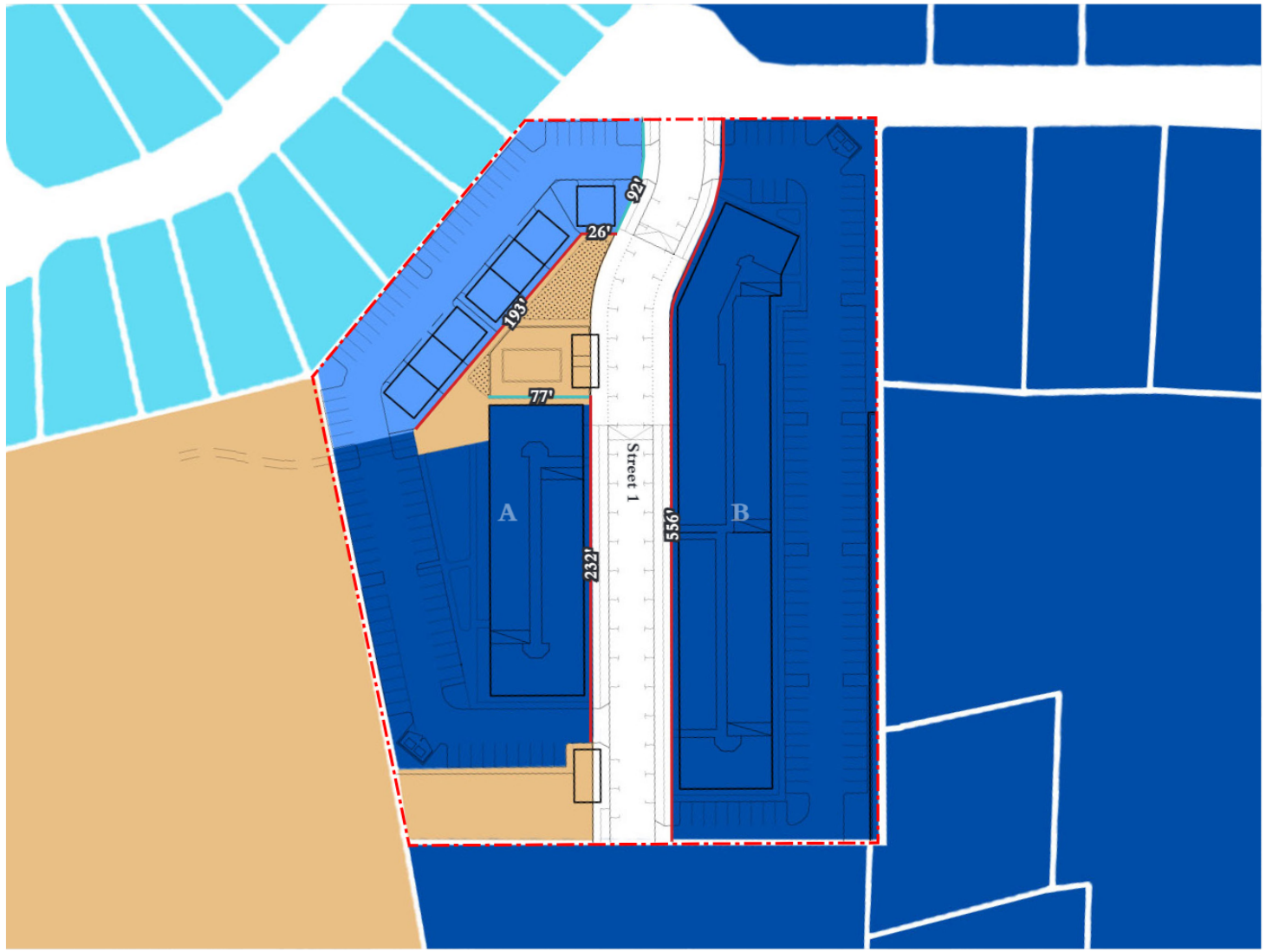


Proposed Zoning



Regulating Plan

REGULATING PLAN



Key

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

General Standards

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

Illustrative Master Plan

MASTER PLAN WITH SUMMARY PROGRAM



Key

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

Residential Program

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

Proposed Warrants/Variances

i. A Warrant is recommended to allow for lower ratios of P4 than is permitted for a TND, given that other properties currently zoned P5 are expected to include a mix of Place Types if they redevelop.

ii. A Warrant is recommended to allow for larger Block size for Block B, due to the existing thoroughfare network and potential thoroughfare connections in this area.

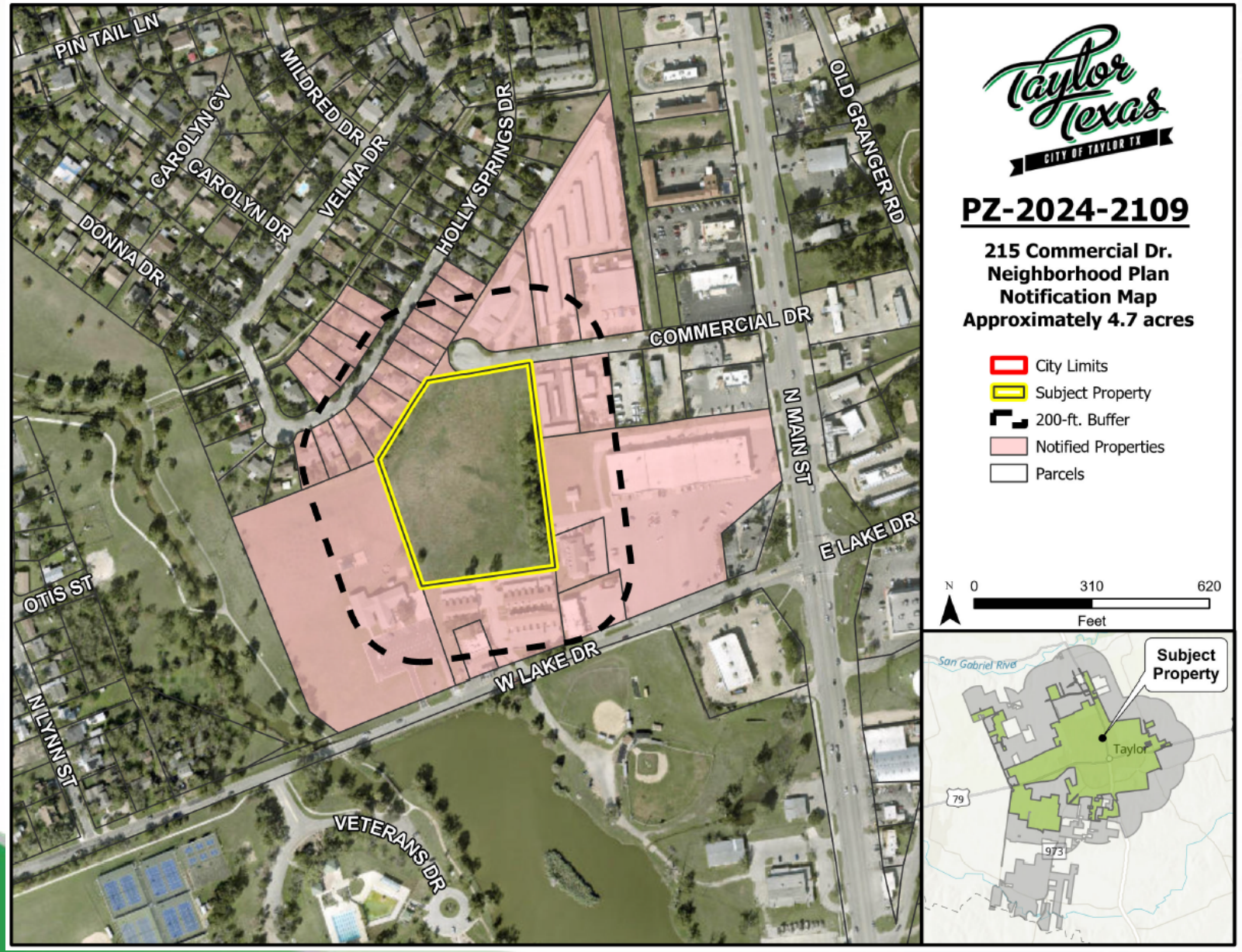
iii. A Warrant is recommended to allow this parking lot not to connect to the adjacent parking lot due to the significant change in elevation in this area.

iv. Liner Buildings shall be permitted in the areas shown, on page B.4 of the attached plan, in order to screen parking. All Liner Buildings shall have the Primary Entrance and a Stoop, Porch, or balcony facing the Primary Frontage. A Warrant is recommended to allow parking in the Second Lot Layer in these locations only if it is enclosed in a building and screened from view at Frontages.

v. A Variance is recommended to allow parking in the Second Layer in order to accommodate the applicant's proposed program and associated parking. This parking shall be screened where visible from frontages.

vi. A Variance is recommended to allow parking lots to face Commercial Drive in these locations in order to accommodate the applicant's proposed program and associated parking given the existing easements and thoroughfare network on and near the Subject Property.

Notification Map



- 37 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received zero responses in opposition or approval of the request from the notified parties.

P&Z Recommendation

At the September 10, 2024, meeting the Planning & Zoning Commission recommended **Approval** of the proposed Infill Neighborhood Plan referred to as 215 Commercial Drive with the stipulated warrants and variances.

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure Quality of Life Economic Vitality

Agenda Item Number: 4.

Agenda Title: **Consider approval of Ordinance 2024-44 regarding a request for an amendment to the Neighborhood Plan referred to as Davis Tract Phase 2, generally located west of Backwood Pass.**

Council Action to be Taken: Consider Ordinance 2024-44

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

Consider Ordinance 2024-44 regarding a request for an amendment to the Neighborhood Plan referred to as Davis Tract Phase 2

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Upon analyzing the request for a Neighborhood Plan for a mix of residential (single-family detached, large multifamily), nonresidential (commercial on ground floors and hotel) and civic space uses in the P4: Mix and P5: Urban Center Place Types, the proposed plan is consistent with the intended Place Type development of the surrounding area.
See staff report attached for additional background and analysis.

3. PROS and CONS

PROS	CONS
• Provides a neighborhood design that complies with the intent of the Comprehensive Plan and the Land Development Code. • Provides mixed-use (residential and commercial) development.	•

• Increase in tax base.	

4. RECOMMENDATION

At their September 10, 2024, meeting the Planning and Zoning Commission recommended approval to the City Council for the proposed Neighborhood Plan.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission Public hearing and recommendation to City Council - September 10, 2024
City Council Public Hearing and introduce ordinance - September 26, 2024
City Council consider ordinance - October 24, 2024

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. _11_PZ-2024-2102_Davis Tract Ph 2 Amd NP Staff Report
2. _11a_PZ-2024-2102 Location Map
3. _11b_PZ-2024-2102 Current Zoning
4. _11c_PZ-2024-2102 Growth Sector
5. _11d_PZ-2024-2102 Future Land Use
6. _11e_PZ-2024-2102 Notification Map
7. _11f_PZ-2024-2102_Davis Tract Ph 2 Amd NP Ordinance 2024-44
8. _11f1_PZ-2024-2102_Davis Tract Ph 2 Amd Survey_Exhibit A
9. _11f2_PZ-2024-2102_Davis Tract Ph 2 Amd Neighborhood Plan_Exhibit B
10. PPT_PZ-2024-2102

City of Taylor
PZ-2024-2102
Neighborhood Plan
Staff Report

Item Details

Subject Property:	Generally located West of Backwood Pass
Total Acreage:	Approximately 99 acres
Legal Description:	Approximately 99 acres of land, part of and out of the James C. Eaves Survey, Abstract No. 533, and George M. Reese Survey, Abstract No. 214, more particularly described by the Williamson Central Appraisal District Parcels R019951, R019181, R019651, Taylor, Williamson County, Texas
Applicant:	Luke Caraway, Viewpoint Engineering
Property Owner(s):	Dharma Rajah, Taylor 973, LLC
Request:	A request for a Neighborhood Plan
Case History:	This is the first hearing of this request

Overview of Applicant's Request & Background

The applicant is requesting a Neighborhood Plan to allow for a mix of residential (single-family detached, large multi-family, liner buildings/thin buildings), commercial, hotel and civic space uses on the subject property.

The current zoning, P4 – Mix Place Type and P5 – Urban Center Place Type, requires that specific development standards be determined to fit the needs of the proposed development at time of application through a Neighborhood Plan for the subject property. The City's Land Development Code states that the P4 Place Type is meant to regulate a variety of building types ranging from smaller commercial buildings to intermixed house-form commercial and attached and detached residential. It provides flexibility for this area to easily transition between low-intensity commercial and residential building types, allowing for the neighboring P5 Urban Center zoning to expand and contract over time, increasing Taylor's economic resiliency. The P5 Urban Center Place Type is meant for a higher intensity mixture of building types that accommodate commercial, retail, offices, hotels, and residential. In P5 Place Type buildings are set close to the sidewalk with high pedestrian and vehicle traffic to promote a continuous line of buildings and wide sidewalks critical to defining the public frontage.

The applicant worked with the City's design consultant, Michael Watkins Architect, to produce a Neighborhood Plan to address development standards, civic spaces, and frontage types. The development standards for the Neighborhood Plan were prepared and have been reviewed and finalized by staff and the applicant. The proposed plan closely aligns with the City's long-term goals and the City's Place Type zoning. The plan (see attached) contains a Regulating Plan that

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

- A Warrant is recommended to allow for a P1 (Nature) ratio of zero percent (0%) or 0 acres instead of the required five percent (5%) or 5 acres, given that the subject property is neither adjacent to nor includes land which falls within the LDC's definition of Nature (lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation).
- A Warrant is recommended to allow for a lower P4 (Mix) ratio of 35.7% or 27.7 acres instead of the required 40-60% or 40 to 60 acres, given that the subject property dedicates a 12-acre site for a public school—a facility which will benefit the community at large. With the school site, the subject property generously exceeds the minimum requirements for civic space allocation percentages.
- A warrant is recommended for Block AB to allow for a block length longer than 800 feet, (without being divided by a pedestrian Front Thoroughfare or Civic Space along that length. The previously approved in the Davis Tract -Phase 2 PD standards allowed for a maximum block length of 800 feet long but only if it is divided by a pedestrian Front Thoroughfare or Civic Space along that length) given that the already in place Block size exceeds this maximum and additional thoroughfare connections are impractical.
- A warrant is recommended to allow for a 282-foot minimum horizontal inside radius on Community Boulevards to allow for walkable streets with commercial frontage, where pedestrian activity is the highest.
- A Variance is recommended to allow for Block length standards which conform to those prescribed in the previously approved Davis Tract – Phase 2 PD Standards. These Block length standards are as follows: *Blocks shall be a maximum of 600 feet in any direction. Blocks shall be bounded by vehicular Front Thoroughfares. A Block may be a maximum of 800 feet long if it is divided by a pedestrian Front Thoroughfare or Civic Space along that length.*

Location:

The subject property is generally located just north of Farm to Market 973 (FM 973), northwest of the intersection of US 79 and FM 973.

Physical and Natural Features:

The subject property is vacant land that is relatively flat and devoid foliage. A utility easement exists through the center of the property and along a small portion of the western boundary of the subject property along the City's ETJ.

Growth Sector Designations:

The subject property is located within the Controlled Growth Sector Tier II (G-2.2)

The Controlled Growth Sector Tier II consists of areas where infrastructure is planned but not yet installed or areas where existing infrastructure lacks capacity and needs to be upgraded prior to expansion (Envision Taylor Comprehensive Plan page 50).

Future Land Use and Zoning Designations:

The subject property is assigned the Future Land Use designation of Special Employment District and Neighborhood Greenfield.

While the Special Employment District was created to provide a location for other, large-scale employment land uses that are associated with Samsung or other regional high-tech businesses, complimentary land uses such as commercial and retail services and high-density residential are considered appropriate in the Special Employment District and should be part of a master plan for areas adjacent to Neighborhood Greenfield and Neighborhood Infill land use designations.

The Neighborhood Greenfield was created for new communities that include a mix of residential uses and building types and neighborhoods serving retail and services. Greenfield development should be developed as an extension of the existing urban fabric in Taylor.

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	ETJ	Future Growth Tier I (G-1)	Special Employment District	Vacant
South	P2.5: Large Lot	Controlled Growth Sector Tier I (G-2.1)	Neighborhood Infill	Vacant
East	P3: Neighborhood	Controlled Growth Sector Tier I (G-2.1)	Special Employment District, Neighborhood Greenfield, and Neighborhood Infill	Single Family Home
West	ETJ	Controlled Growth Sector Tier I (G-2.1)	Special Employment District, and Neighborhood Greenfield	Vacant

Transportation

The subject property will be accessed through the Castlewood Subdivision from FM 973.

This plan identifies a future North-South Community Boulevard with an 80-foot right-of-way connecting County Road 403 and Wesley Miller Lane through the site providing access from both north and the south. The plan also proposes access from the east with a new Neighborhood Avenue with a 60 feet right-of-way which will connects to Farm to Market Road 973 (FM 973).

Utilities

The subject property is located within the City of Taylor Water and Wastewater CCN. Extensions of water and wastewater to and through the subject site will be required for development.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the neighborhood

plan request. Thirteen (13) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, August 25, 2024.

Staff Analysis

Upon analyzing the request for a Neighborhood Plan for a mix of residential (single-family detached, large multi-family), nonresidential (commercial on ground floors and hotel) and civic space uses in the P4: Mix and P5: Urban Center Place Types, the proposed plan is consistent with the intended Place Type development of the surrounding area. The Neighborhood Plan request is consistent with the following Land Use Policies in Envision Taylor Comprehensive Plan:

- LU1 – New development should resemble the form and scale of traditional development patterns in Taylor.
    - The new development allows for a mix of residential and supporting commercial and civic uses at walkable distances similar to the traditional development patterns in Taylor.

Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested neighborhood plan.

Planning and Zoning Commission Recommendation

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

Is the Neighborhood Plan consistent with the Comprehensive Plan?

- The Neighborhood Plan request is consistent with the Comprehensive Plan. The applicant would like to use the property for a mix of residential (single-family detached, large multi-family), nonresidential (commercial on ground floors and hotel) and civic space uses in the P4: Mix and P5: Urban Center Place Types.

Is the Neighborhood Plan compatible with the surrounding area?

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

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

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

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

- Currently there is a 24-inch water main along FM 973 to the south of the subject property and an 8-inch waterline and a 12-inch waterline along the eastern boundary of the subject property. The subject property also has access to wastewater through an 18-inch wastewater line along Farm to Market Road 973 (FM 973) to the south and 8-inch wastewater line along the eastern boundary at Blazed Trail and Wesley Miller Lane.

Do current conditions indicate that a Neighborhood Plan is necessary?

- The Taylor Land Development Code requires a Neighborhood Plan on the subject property before any development permits can be considered.

Attachments:

1. Location Map
2. Current Zoning Map
3. Growth Sectors Map
4. Future Land Use Map
5. Notification Map
6. Draft Ordinance
    a. Exhibit A – Survey
    b. Exhibit B – Neighborhood Plan



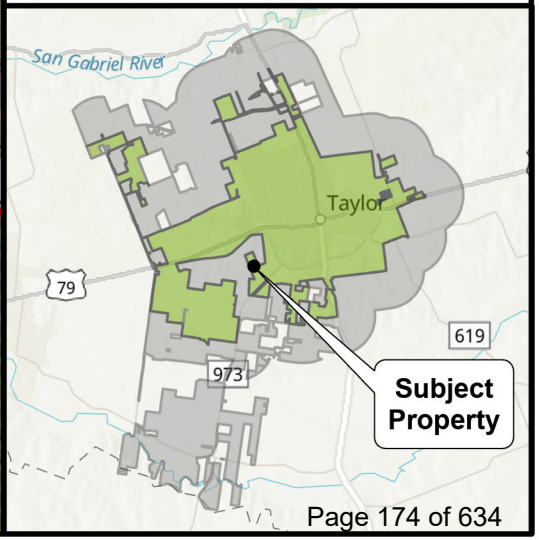
Taylor Texas
CITY OF TAYLOR TX

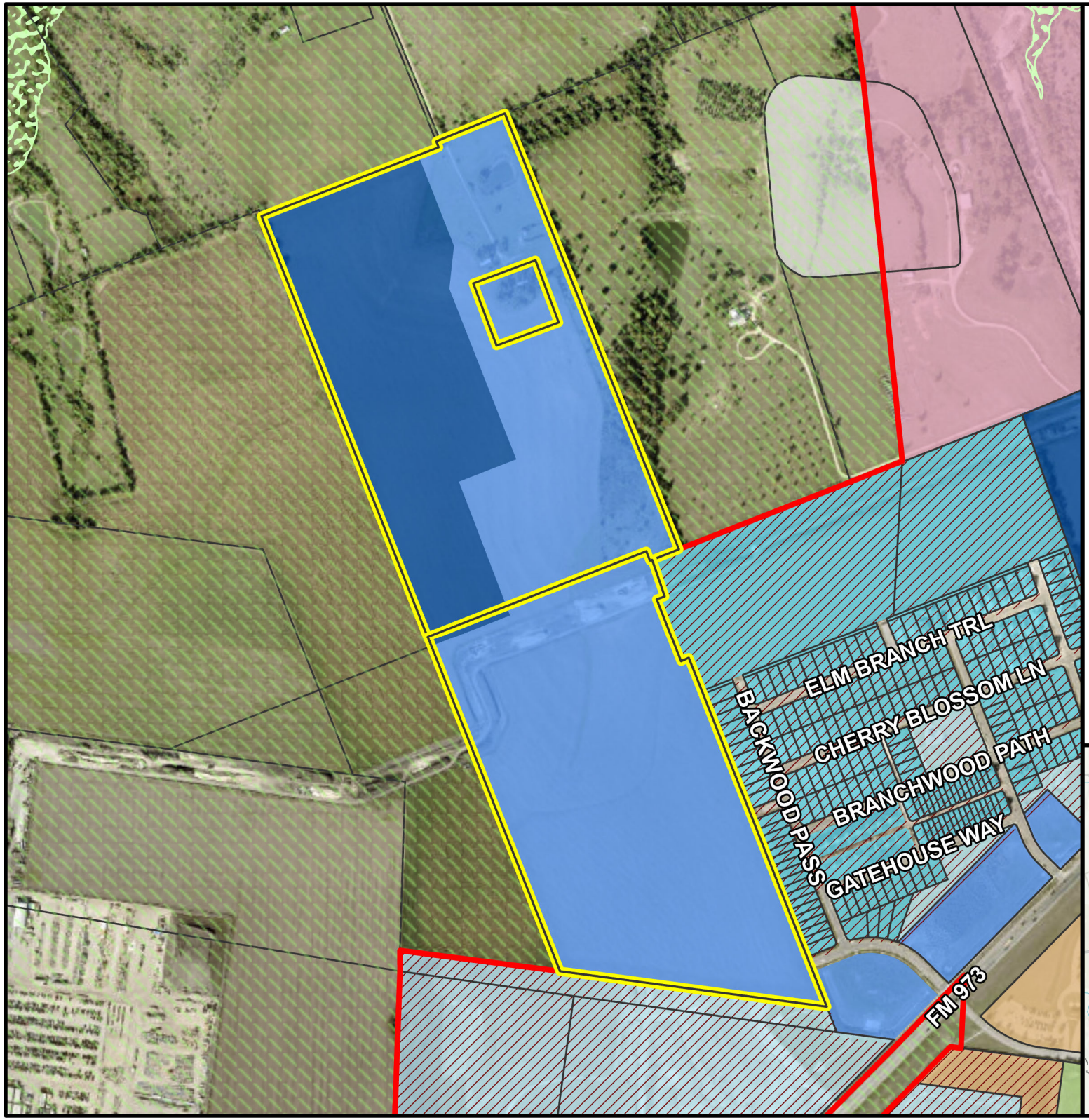
PZ-2024-2102

Davis Tract FM 973
New Neighborhood Plan Amendment
Location Map
Approximately 100 acres

- City Limits
- ETJ Boundary
- Subject Property
- Parcels

N 0 1,000 2,000
Feet





PZ-2024-2102

Davis Tract FM 973
New Neighborhood Plan Amendment
Current Zoning Map
Approximately 100 acres

- City Limits
- ETJ Boundary
- Subject Property
- Parcels

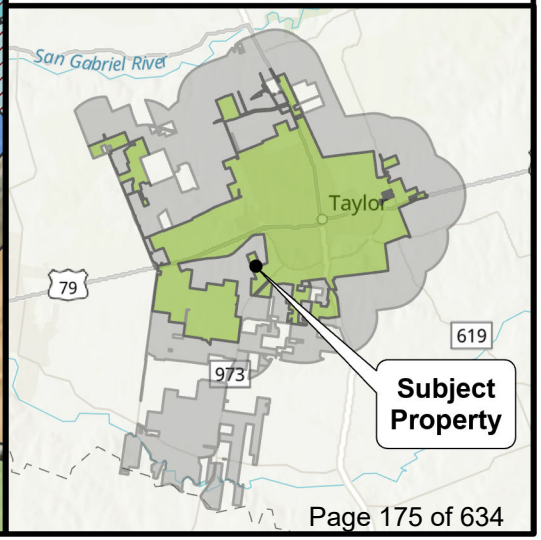
Overlay Zoning

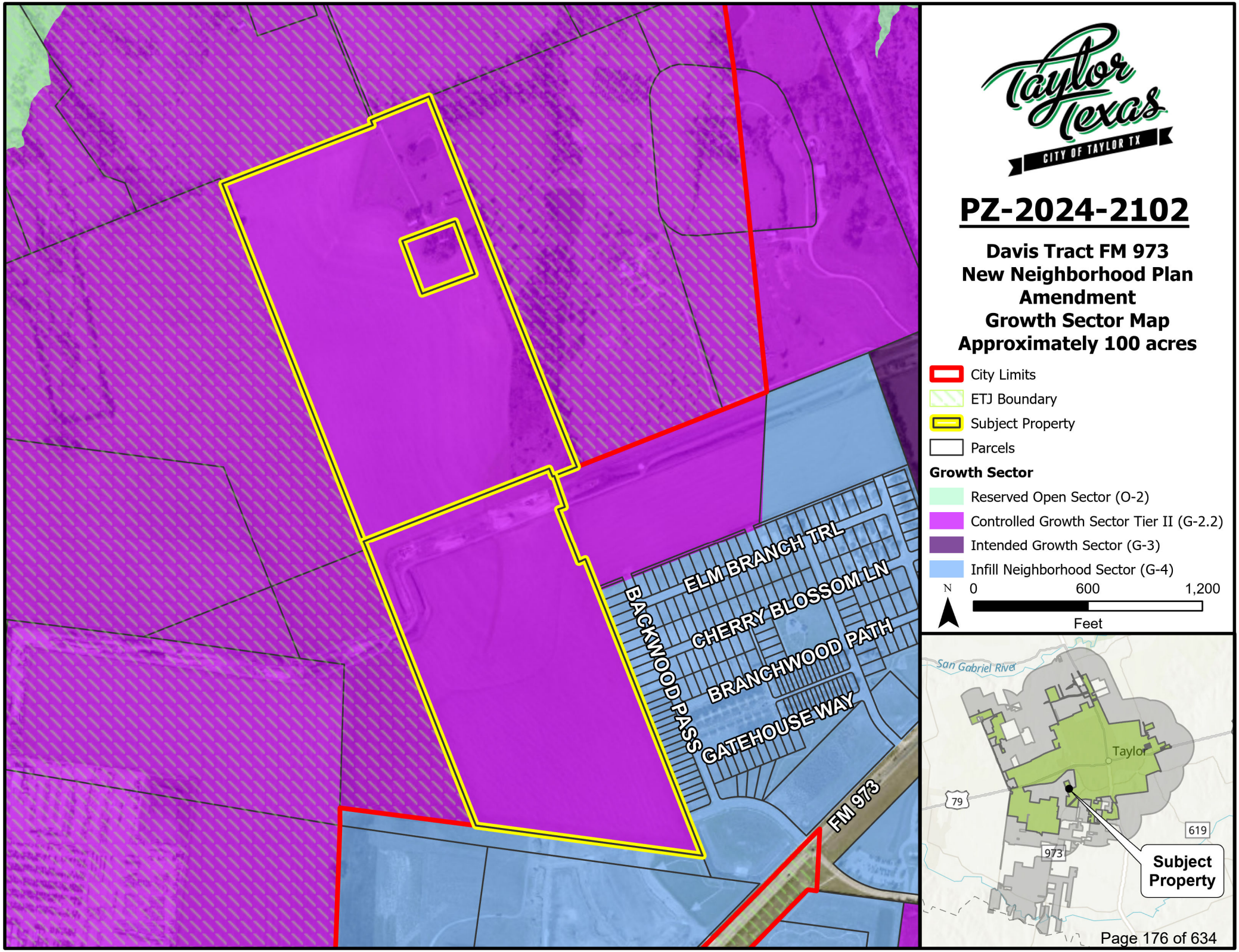
- Planned Development Overlay
- P1: Nature

Place Type Zoning

- P2: Rural
- P2.5: Large Lot
- P3: Neighborhood
- P4: Mix
- P5: Urban Center
- EC: Employment Center
- CS: Civic Space
- Unknown

N 0 600 1,200
Feet





Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2102

Davis Tract FM 973
New Neighborhood Plan Amendment
Growth Sector Map
Approximately 100 acres

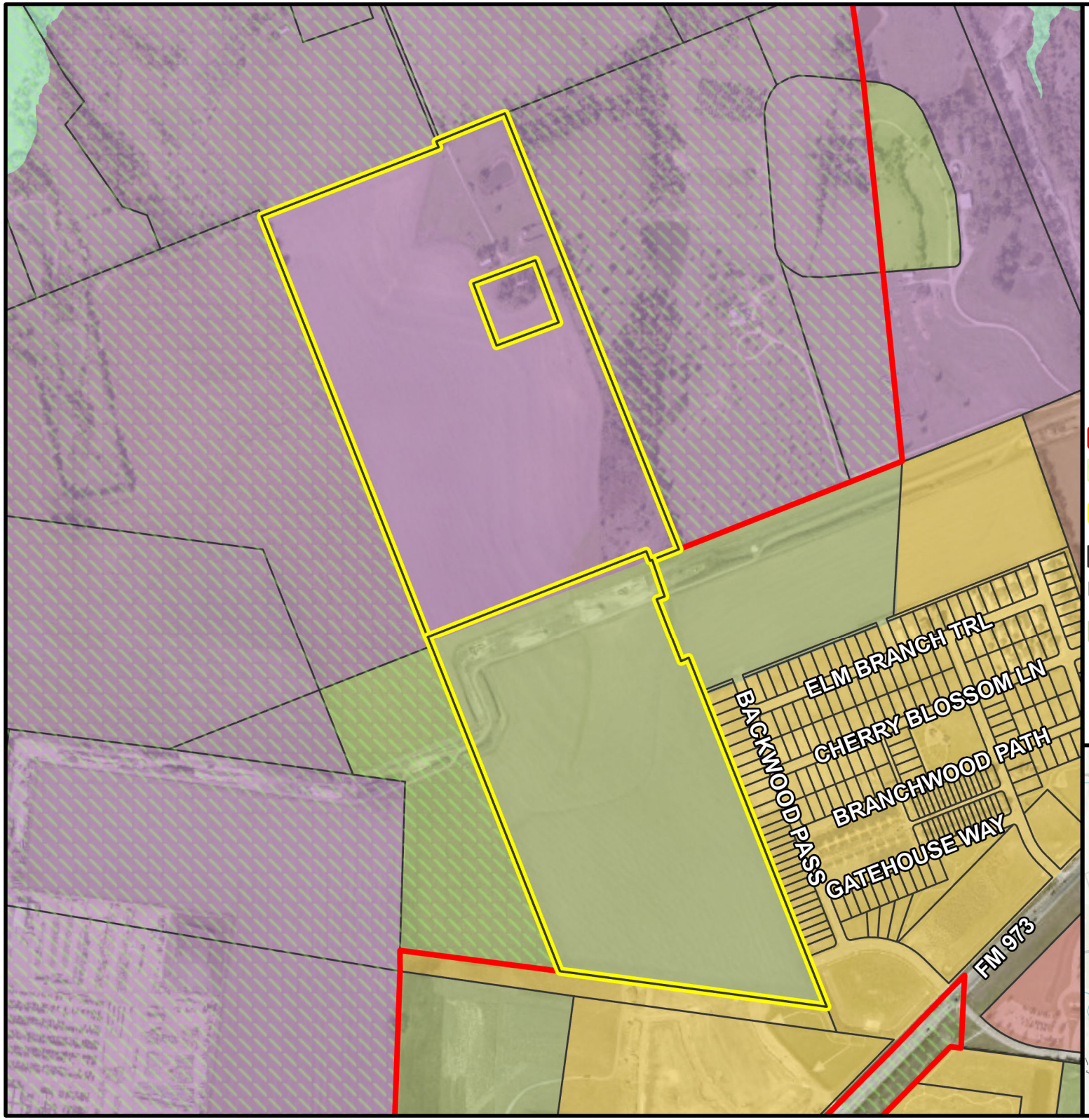
- City Limits
- ETJ Boundary
- Subject Property
- Parcels

Growth Sector

- Reserved Open Sector (O-2)
- Controlled Growth Sector Tier II (G-2.2)
- Intended Growth Sector (G-3)
- Infill Neighborhood Sector (G-4)

N

0 600 1,200
Feet



PZ-2024-2102

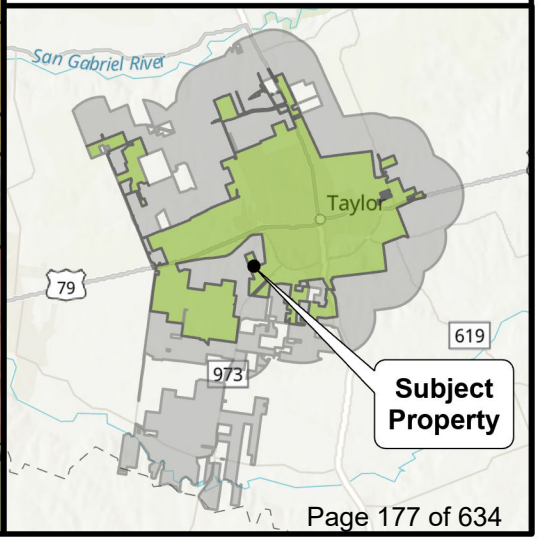
Davis Tract FM 973
New Neighborhood Plan Amendment
Future Land Use Map
Approximately 100 acres

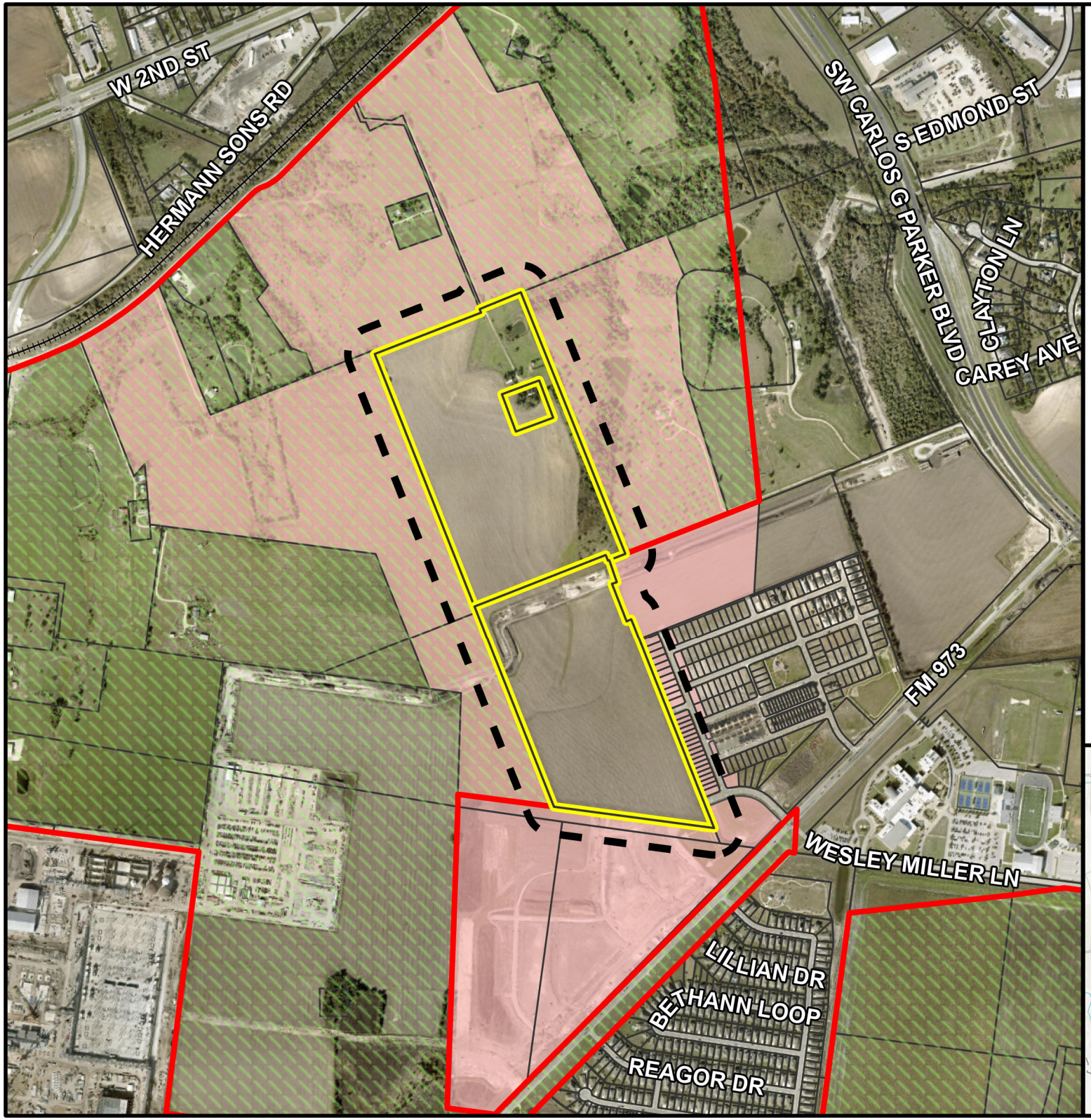
- City Limits
- ETJ Boundary
- Subject Property
- Parcels

Future Land Use

- Neighborhood Greenfield
- Neighborhood Infill
- Civic: Community
- Employment: Special Zone
- Market: Community
- Open Space

N 0 600 1,200
Feet





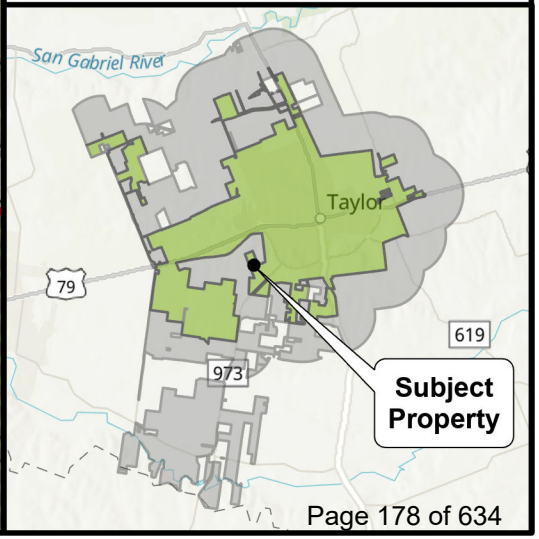
Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2102

Davis Tract FM 973
New Neighborhood Plan Amendment
Notification Map
Approximately 100 acres

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

N 0 1,000 2,000
Feet



ORDINANCE NO. 2024-44

AN ORDINANCE REPEALING AND REPLACING DAVIS TRACT PHASE TWO NEIGHBORHOOD PLAN, ORDINANCE 2024-01, GENERALLY LOCATED WEST OF BACKWOOD PASS, LEGALLY DESCRIBED AS APPROXIMATELY 99 ACRES OF LAND PART OF AND OUT OF THE JAMES C. EAVES SURVEY, ABSTRACT NO. 533, AND GEORGE M. REESE SURVEY, ABSTRACT NO. 214, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019951, R019181, AND R019651, TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

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

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

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

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

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

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

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

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

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2024-44 was introduced before the Taylor City Council on the 26th day of September 2024.

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

_____
Dwayne Ariola, Mayor

ATTEST:

_____
Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

_____
Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Lucy Aldrich, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2024-44, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2024, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

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

_____
Lucy Aldrich
City Clerk

EXHIBIT A

(Metes & Bounds/Legal Description/Survey)

ASH & ASSOCIATES
SURVEYING - MAPPING - PLANNING
"Serving the Community of Texas"
142 Jackson Lane
San Marcos, Texas 78666
Phone: 512-392-1719
ashandassociates.net

REM. (-) S&E ANNEXATION TRACT
99.990 ACRES
GM REESE & JC EAVES SURVEYS

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEING A 99.990 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533 AND THE JAMES C. EAVES SURVEY ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, THE SAME BEING ALL THAT CERTAIN 54.911 ACRE TRACT OF LAND CALLED TRACT 1 AND A PORTION OF THAT CERTAIN 70.644 ACRE TRACT OF LAND CALLED TRACT 2, AS CONVEYED BY DEED DATED DECEMBER 9, 2021 TO TAYLOR 973, LLC, RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3 inch buried metal fence post found at the south corner of said Taylor 973, LLC, called 70.644 acre Tract 2, for the south corner of the herein described tract of land, same being at the common east corner of that certain called 90.65 acre tract of land conveyed to T.W. Ford, LP, by deed dated June 1, 2017, recorded in Document No. 2017050597, Official Public Records, Williamson County, Texas, and being in the north line of that certain called 69.993 acre tract of land conveyed to Castlewood South, LLC, by deed dated June 4, 2021, recorded in Document No. 2021084226, Official Public Records, Williamson County, Texas;

THENCE North 21°34'49" West (N21°34’35”W Record), with the northeast line of said Ford called 90.65 acre tract and the common southwest line of said Taylor 973, LLC, called 70.644 acre Tract 2, at an approximate distance of 1556 feet passing the northwest line of said George M. Reese Survey and the common southeast line of said James C. Eaves Survey, at a distance of 1597.78 feet passing the west corner of said Taylor 973, LLC, called 70.644 acre Tract 2 and the common south corner of said Taylor 973, LLC, called 54.911 acre Tract 1, and continuing on with the northeast line of said Ford called 90.65 acre tract and the common southwest line of said called 54.911 acre Tract 1, a total distance of **3610.80 feet** (3611.39’ Record) to a 1/2" iron rod found at the west corner of said called 54.911 acre Tract 1, for the west corner of the herein described tract of land, same being at a south corner of that certain called 52.501 acre tract of land conveyed to Taylor 53 Business, LLC, by deed dated October 29, 2021, recorded in Document No. 2021166275, Official Public Records, Williamson County, Texas;

THENCE North 68°46'43" East (N68°46’54”E Record) with the northwest line of said Taylor 973, LLC, called 54.911 acre Tract 1 and the common southeast line of said Taylor 53 Business, LLC, called 52.501 acre tract, along the meander of a wire fence, at a distance of 852.54 feet (852.58’ Record) passing a 1” iron pipe found, and continuing on for a total distance of **864.85 feet** (864.99’ Record) to a 1/2" iron rod with cap “Chaparral” found at the east corner of said Taylor 53 Business, LLC, called 52.501 acre tract and a common interior corner of said Taylor 973, LLC, called 54.911 acre Tract 1, for an interior corner of the herein described tract of land, and from which a 1” bent iron pipe found bears North 68°55'04" East, a distance of 17.93 feet;

THENCE North 22°28'28" West (N22°20’19”W Record) with a northeast line of said Taylor 53 Business, LLC, called 52.501 acre tract and a common southwest line of said Taylor 973, LLC, called 54.911 acre Tract 1, a distance of **35.94 feet** (36.05’ Record) to a 1/2" iron rod with cap “RPLS 2547” found at the northerly west corner of said 54.911 acre Tract 1, for a northerly west corner of the tract of land herein described, same being at the common south corner of that certain 0.873 acre tract of land called Tract 3, as conveyed by deed dated December 9, 2021 to Taylor 973, LLC, recorded in Document No. 2021188725, Official Public Records, Williamson County, Texas, and being in the northwest line of the said James C. Eaves Survey and the common southeast line of the H.G. Johnson Survey, Abstract No. 348;

THENCE North 68°47'56" East (N68°43’57”E Record), with the J.C. Eaves/H.G. Johnson Survey line and a northwest line of said Taylor 973, LLC, called 54.911 acre Tract 1, a distance of **17.99 feet** (18.02’ Record) to a 1/2” iron pipe found at an east corner of said Taylor 973, LLC, called 0.873 acre Tract 3 and a common corner of said Taylor 973, LLC, called 54.911 acre Tract 1, for a corner of the herein described tract of land, same being at the south corner of that certain called 142.37 acre tract of land conveyed to John Bohls by deed dated January 19, 1907, recorded in Volume 123, Page 191, Deed Records, Williamson County, Texas;

THENCE North 68°46'34" East (N68°46’48”E Record), with the southeast line of said Bohls called 142.37 acre tract, the common northwest line of said Taylor 973, LLC, called 54.911 acre Tract 1 and said J.C. Eaves/H.G. Johnson Survey line, along the meanders of a wire fence, a distance of **298.64 feet** (298.69’ Record) to 1/2" iron rod found at the north corner of said called 54.911 acre Tract 1, for the north corner of the herein described tract of land, same being at the common west corner of that certain called 45.83 acre tract of land, conveyed to J. Patrick and Beverly K. Quinn by deed dated September 25, 1996, recorded in Document No. 1996052460, Official Public Records, Williamson County, Texas;

THENCE South 21°33'08" East (S21°33’03”E Record), with the northeast line of said Taylor 973, LLC, called 54.911 acre Tract 1 and the common southwest line of said J. Patrick and Beverly K. Quinn called 45.83 acre tract, along the meanders of a wire fence, a distance of **2086.64 feet** (2087.00’ Record) to a 1/2" iron rod found at the east corner of said called 54.911 acre Tract 1 and the common south corner of said Quinn called 45.83 acre tract, for an east corner of the herein described tract of land, same being in the northwest line of the aforesaid Taylor 973, LLC, called 70.644 acre Tract 2, and the afore-mentioned Eaves/Reese Survey line;

THENCE South 68°35'33" West (S68°34’59”W Record), with the southeast line of said Taylor 973, LLC, called 54.911 acre Tract 1, the common northwest line of said called 70.644 acre Tract 2, and the said Eaves/Reese Survey line, a distance of **125.33 feet** to a corner of the herein described tract of land, and from which a common corner of said tracts 1 and 2, bears South 68°35'33" West (S68°34'59" W Record), a distance of 8.04 feet;

THENCE through and severing said Taylor 973, LLC, called 70.644 acre Tract 2, the following courses and distances numbered **(1)** through **(5)**:

1) South 20°51'11" East, a distance of **170.39 feet** to corner;

2) South 68°35'08" West, a distance of **40.89 feet** to corner;

3) South 21°26'02" East, a distance of **295.44 feet** to corner;

4) North 68°24'19" East, a distance of **34.93 feet** to corner;

5) South 21°54'48" East, a distance of **160.00 feet** to a 1/2" iron rod found at an interior corner of said Taylor 973, LLC. called 70.644 acre Tract 2, and the common west corner of Castlewood Subdivision Phase 2, an addition to Williamson County, Texas, according to the map thereof recorded in Document No. 2022074792, Official Public Records, Williamson County, Texas;

THENCE with a northeast line of said Taylor 973, LLC. called 70.644 acre Tract 2 and the common southwest line of said Castlewood Subdivision Phase 2, the following courses and distances numbered **(1)** and **(2)**:

1) South 21°38'06" East (S21°35’30”E Record), a distance of **514.60 feet** (514.66’ Record) to a 6 inch steel pipe post found for corner;

2) South 21°34’27” East (S21°35’30”E Record), at a distance of 80.4 feet passing the centerline of Blaze Trail, a 50 foot public right-of-way, and continuing on for a total distance of **759.37 feet** to a 1/2" iron rod found for corner at a south corner of said Castlewood Subdivision Phase 2 and a common west corner of Wesley Miller Lane, a 70 foot public right-of-way, as shown by plat of Castlewood Subdivision Phase 1, an addition to Williamson County, Texas, according to the map thereof recorded in Document No. 2021152781, Official Public Records, Williamson County, Texas;

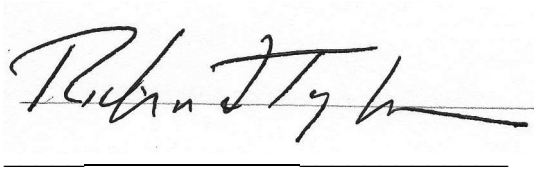
THENCE South 21°26’07” East (S21°35’25”E Record), continuing with a northeast line of said Taylor 973, LLC. called 70.644 acre Tract 2, a distance of **70.01 feet** (70.00’ Record) to a 1/2" iron rod found for corner at a south corner of said Castlewood Subdivision Phase 1, a south corner of said Wesley Miller Lane, and a common west corner of Castlewood Subdivision Phase 3, an addition to Williamson County, Texas, according to the afore-mentioned map thereof recorded in Document No. 2022074792, Official Public Records, Williamson County, Texas;

THENCE South 21°38’36” East (S21°35’30”E Record), continuing with a northeast line of said Taylor 973, LLC. called 70.644 acre Tract 2 and the common southwest line of said Castlewood Subdivision Phase 3, a distance of **162.78 feet** to a 1/2" iron rod with cap “Chaparral” found at the east corner of said called 70.644 acre Tract 2, for an east corner of the herein described tract of land, same being at an east corner of the of the afore-mentioned called 69.993 acre tract of land conveyed to Castlewood South, LLC, by deed dated June 4, 2021, recorded in Document No. 2021084226, Official Public Records, Williamson County, Texas, and from which a 1/2" iron rod with cap “Haynie Consulting” found in the south line of said George M. Reese Survey and the common north line of the HT&B RR. CO. Survey, Section 6, Abstract No. 211, a corner of said Castlewood Subdivision Phase 3 and a common interior corner of said called 69.993 acre tract, bears South 21°31’48” East (S21°35’30”E Record), a distance of 127.72 feet (127.58’ Record);

THENCE North 82°37'18" West (N82°38’12”W Record), with the southeast line of said Taylor 973, LLC. called 70.644 acre Tract 2 and the common north line of said Castlewood South, LLC, called 69.993 acre tract a distance of **1196.62 feet** (1196.79’ Record) to the **POINT OF BEGINNING** and **CONTAINING 99.990 ACRES OF LAND.**

BEARING BASIS HEREIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS CENTRAL ZONE) & NAD83 (HORIZONTAL).

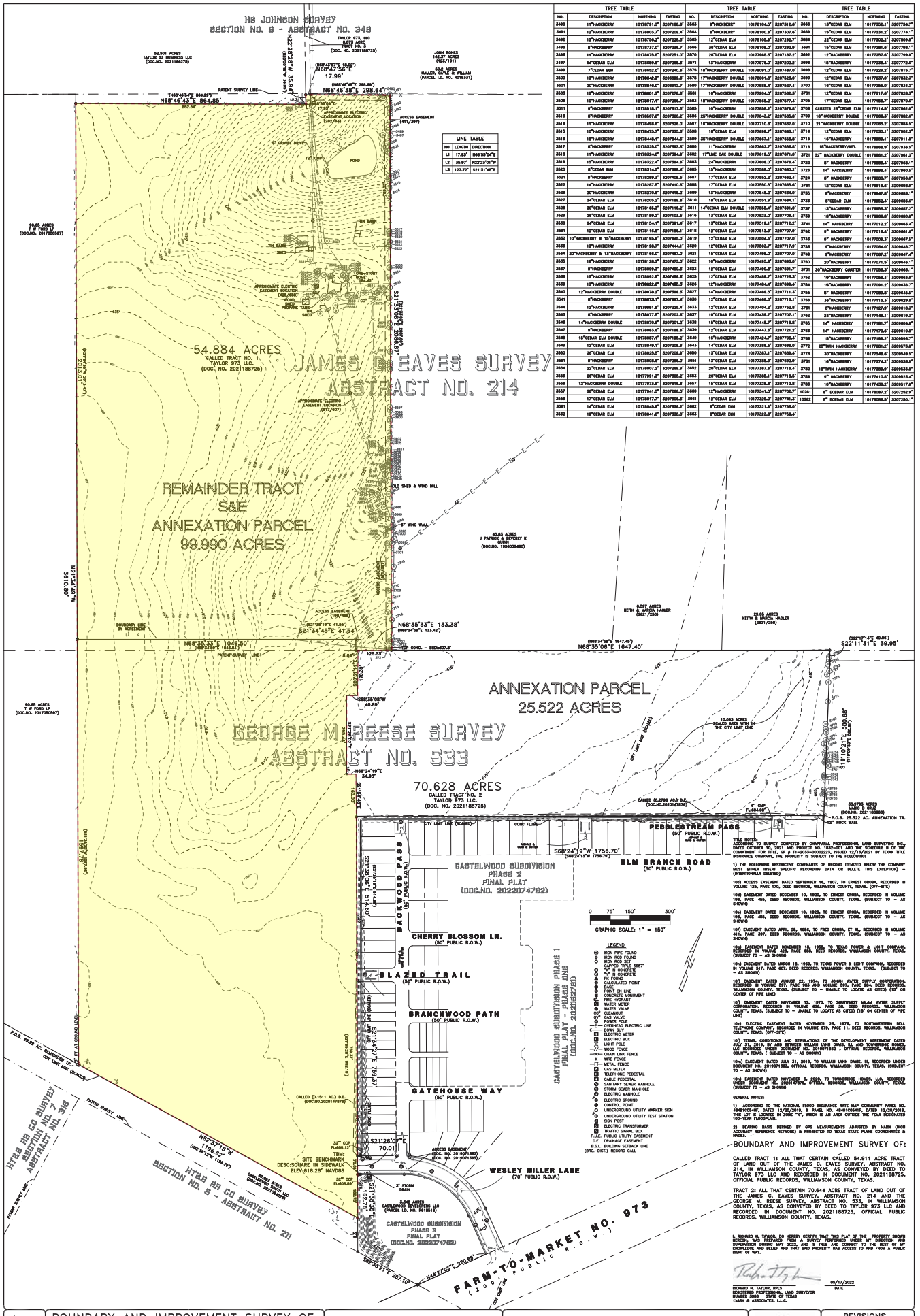
I, Richard H. Taylor, do certify that this description and associated exhibit were prepared this date from a boundary survey performed under my direction during May 17, 2022, and is true and correct to the best of my knowledge and belief.





10/23/2023
Date

Richard H. Taylor
Registered Professional Land Surveyor
No. 3986 State of Texas
Attachment: Drawing of 99.990 Acre Remainder Tract & 25.522 Acre Annexation Tract
Job: 22-8154



LINE TABLE		
NO.	LENGTH	DIRECTION
L1	17.85'	N68°35'04"E
L2	35.07'	N22°37'51"W
L3	127.72'	S21°31'48"E

TREE TABLE			
NO.	DESCRIPTION	NORTHING	EASTING
3490	11"HACKBERRY	10178781.5'	3207185.6'
3491	12"HACKBERRY	10178805.7'	3207209.4'
3492	13"HACKBERRY	10178795.3'	3207228.5'
3493	8"HACKBERRY	10178737.2'	3207238.7'
3496	11"HACKBERRY	10178875.8'	3207251.0'
3497	14"CEDAR ELM	10178859.9'	3207268.5'
3499	7"CEDAR ELM	10178852.9'	3207240.8'
3500	13"HACKBERRY	10178842.3'	3206999.6'
3501	32"HACKBERRY	10178846.0'	3207000.1'
3503	12"HACKBERRY	10178801.8'	3207278.8'
3506	10"HACKBERRY	10178917.1'	3207266.7'
3511	8"HACKBERRY	10178918.1'	3207317.8'
3512	8"HACKBERRY	10178807.0'	3207320.2'
3514	11"HACKBERRY	10178685.8'	3207320.6'
3515	10"HACKBERRY	10178475.7'	3207320.3'
3516	18"HACKBERRY	10178446.1'	3207344.5'
3517	8"HACKBERRY	10178325.0'	3207360.8'
3518	11"HACKBERRY	10178324.6'	3207394.8'
3519	15"HACKBERRY	10178322.4'	3207396.6'
3520	8"CEDAR ELM	10178311.5'	3207295.4'
3521	8"HACKBERRY	10178289.2'	3207409.5'
3522	14"HACKBERRY	10178287.5'	3207410.5'
3523	20"HACKBERRY	10178270.8'	3207415.2'
3524	34"CEDAR ELM	10178270.2'	3207185.8'
3525	20"CEDAR ELM	10178169.3'	3207116.2'
3529	28"CEDAR ELM	10178159.2'	3207103.5'
3530	24"CEDAR ELM	10178154.1'	3207091.4'
3531	12"CEDAR ELM	10178116.8'	3207156.1'
3532	10"HACKBERRY & 15"HACKBERRY	10178185.5'	3207449.8'
3533	13"HACKBERRY	10178188.7'	3207444.1'
3534	20"HACKBERRY & 15"HACKBERRY	10178166.0'	3207457.0'
3535	16"HACKBERRY	10178128.2'	3207473.5'
3537	8"HACKBERRY	10178099.2'	3207480.3'
3538	13"HACKBERRY	10178082.8'	3207468.6'
3539	13"HACKBERRY	10178052.0'	3207438.3'
3540	12"HACKBERRY DOUBLE	10178078.2'	3207399.3'
3541	8"HACKBERRY	10178073.1'	3207397.4'
3544	12"HACKBERRY	10178081.8'	3207228.4'
3545	8"HACKBERRY	10178077.2'	3207230.8'
3546	14"HACKBERRY DOUBLE	10178079.9'	3207201.2'
3547	8"HACKBERRY	10178085.5'	3207198.8'
3548	15"CEDAR ELM DOUBLE	10178087.1'	3207195.2'
3549	12"CEDAR ELM	10178049.1'	3207208.8'
3550	10"HACKBERRY	10178035.8'	3207208.8'
3551	9"HACKBERRY	10178008.8'	3207208.0'
3554	22"CEDAR ELM	10178007.2'	3207269.8'
3555	26"CEDAR ELM	10177981.8'	3207308.2'
3556	12"HACKBERRY DOUBLE	10177973.5'	3207316.8'
3557	28"CEDAR ELM	10177941.2'	3207298.5'
3558	17"CEDAR ELM	10178017.7'	3207309.3'
3561	14"CEDAR ELM	10178045.8'	3207335.2'
3562	19"CEDAR ELM	10178041.6'	3207335.0'
3563	9"HACKBERRY	10178104.5'	3207315.6'
3564	8"HACKBERRY	10178105.8'	3207307.6'
3565	12"CEDAR ELM	10178105.8'	3207292.7'
3566	26"CEDAR ELM	10178105.5'	3207282.6'
3570	26"CEDAR ELM	10177968.3'	3207187.2'
3571	13"HACKBERRY	10177978.0'	3207202.3'
3575	18"HACKBERRY DOUBLE	10178091.2'	3207487.0'
3576	17"HACKBERRY DOUBLE	10178091.8'	3207523.6'
3580	18"HACKBERRY DOUBLE	10177985.4'	3207527.4'
3581	16"HACKBERRY	10177904.0'	3207562.3'
3583	18"HACKBERRY DOUBLE	10177985.2'	3207577.4'
3588	10"HACKBERRY	10177858.2'	3207579.6'
3589	28"HACKBERRY DOUBLE	10177857.1'	3207583.8'
3590	11"HACKBERRY	10177852.7'	3207566.6'
3591	14"CEDAR ELM DOUBLE	10177858.4'	3207581.0'
3592	13"CEDAR ELM	10177525.0'	3207706.4'
3617	13"CEDAR ELM	10177519.1'	3207712.2'
3618	13"CEDAR ELM	10177513.8'	3207707.9'
3619	13"CEDAR ELM	10177504.5'	3207707.6'
3620	12"CEDAR ELM	10177503.7'	3207717.6'
3621	15"CEDAR ELM	10177498.0'	3207707.0'
3622	10"HACKBERRY	10177495.8'	3207683.0'
3623	12"CEDAR ELM	10177490.8'	3207681.7'
3625	13"CEDAR ELM	10177489.7'	3207723.8'
3626	12"CEDAR ELM	10177484.4'	3207688.4'
3627	14"CEDAR ELM	10177488.5'	3207711.3'
3630	12"CEDAR ELM	10177446.8'	3207713.1'
3633	12"CEDAR ELM	10177440.4'	3207752.8'
3636	12"CEDAR ELM	10177439.7'	3207707.1'
3638	15"CEDAR ELM	10177443.7'	3207718.8'
3639	12"CEDAR ELM	10177447.3'	3207721.3'
3644	16"HACKBERRY	10177424.7'	3207708.4'
3645	13"CEDAR ELM	10177388.3'	3207682.5'
3650	13"CEDAR ELM	10177387.1'	3207686.4'
3651	13"CEDAR ELM	10177383.9'	3207692.5'
3652	20"CEDAR ELM	10177387.8'	3207713.4'
3653	20"CEDAR ELM	10177385.1'	3207716.5'
3657	15"CEDAR ELM	10177328.5'	3207712.8'
3660	13"HACKBERRY	10177341.0'	3207702.7'
3663	8"CEDAR ELM	10177325.8'	3207756.4'
3665	13"CEDAR ELM	10177352.1'	3207754.7'
3666	15"CEDAR ELM	10177331.3'	3207774.1'
3684	22"CEDAR ELM	10177302.2'	3207809.8'
3691	18"CEDAR ELM	10177281.4'	3207795.1'
3692	12"HACKBERRY	10177257.6'	3207799.8'
3693	15"HACKBERRY	10177238.4'	3207772.5'
3699	12"CEDAR ELM	10177229.2'	3207815.7'
3699	12"CEDAR ELM	10177237.6'	3207833.3'
3700	18"CEDAR ELM	10177255.6'	3207834.2'
3701	12"CEDAR ELM	10177217.6'	3207828.3'
3705	17"CEDAR ELM	10177196.7'	3207875.8'
3708	CLUSTER 28"CEDAR ELM	10177114.6'	3207862.0'
3709	18"HACKBERRY DOUBLE	10177086.3'	3207882.8'
3710	21"HACKBERRY DOUBLE	10177085.2'	3207884.5'
3714	12"CEDAR ELM	10177030.1'	3207902.3'
3715	16"HACKBERRY	10176989.1'	3207911.8'
3716	18"HACKBERRY/WFL	10176988.5'	3207836.5'
3721	32" HACKBERRY DOUBLE	10176881.2'	3207961.3'
3723	8" HACKBERRY	10176883.4'	3207966.1'
3723	14" HACKBERRY	10176883.4'	3207960.8'
3724	8" HACKBERRY	10176888.7'	3207956.0'
3731	12"CEDAR ELM	10176916.6'	3208008.8'
3735	8"HACKBERRY	10176947.8'	3208002.1'
3738	8"CEDAR ELM	10176962.4'	3208008.8'
3737	13"HACKBERRY	10176968.2'	3208007.2'
3739	18"HACKBERRY	10176968.5'	3208060.8'
3741	14" HACKBERRY	10177012.2'	3208065.4'
3742	8" HACKBERRY	10177016.4'	3208061.8'
3743	9" HACKBERRY	10177009.3'	3208057.8'
3748	8"HACKBERRY	10177064.6'	3208045.7'
3748	9"HACKBERRY	10177067.2'	3208047.4'
3750	20"HACKBERRY	10177071.5'	3208045.1'
3751	20"HACKBERRY CLUSTER	10177066.3'	3208063.1'
3752	16"HACKBERRY	10177066.4'	3208063.0'
3754	15"HACKBERRY	10177081.2'	3208063.7'
3755	8" HACKBERRY	10177089.8'	3208045.5'
3756	26"HACKBERRY	10177115.5'	3208029.8'
3761	8"HACKBERRY	10177127.9'	3208018.8'
3762	24"HACKBERRY	10177143.1'	3208019.2'
3765	14" HACKBERRY	10177181.7'	3208003.8'
3766	14" HACKBERRY	10177170.6'	3208010.8'
3769	15"HACKBERRY	10177199.2'	3208005.7'
3772	25"TWIN HACKBERRY	10177281.5'	3208075.8'
3778	30"HACKBERRY	10177348.6'	3208049.3'
3781	16"HACKBERRY	10177374.2'	3208039.8'
3782	18"TWIN HACKBERRY	10177389.6'	3208036.8'
3784	9" HACKBERRY	10177410.8'	3208025.4'
3788	10"HACKBERRY	10177438.3'	3208017.0'
10241	8" CEDAR ELM	10176967.2'	3207232.8'
10263	8" CEDAR ELM	10176998.2'	3207280.1'

TITLE NOTES:
ACCORDING TO SURVEY COMPETED BY CHAPARRAL PROFESSIONAL LAND SURVEYING INC., DATED OCTOBER 15, 2021 AND PROJECT NO. 1832-001 AND THE SCHEDULE B OF THE COMMITMENT FOR TITLE, OF G F 11-2030-00002225, ISSUED 12/13/2021 BY TEXAN TITLE INSURANCE COMPANY, THE PROPERTY IS SUBJECT TO THE FOLLOWING:

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW THE COMPANY MUST EITHER INSERT SPECIFIC RECORDING DATA OR DELETE THIS EXCEPTION) - (INTENTIONALLY DELETED)

10a) ACCESS EASEMENT DATED SEPTEMBER 16, 1907, TO ERNEST GROBA, RECORDED IN VOLUME 125, PAGE 170, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (OFF-SITE)

10d) EASEMENT DATED DECEMBER 10, 1920, TO ERNEST GROBA, RECORDED IN VOLUME 198, PAGE 488, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10e) EASEMENT DATED DECEMBER 10, 1920, TO ERNEST GROBA, RECORDED IN VOLUME 198, PAGE 495, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10f) EASEMENT DATED APRIL 25, 1956, TO FRED GROBA, ET AL, RECORDED IN VOLUME 417, PAGE 397, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10g) EASEMENT DATED NOVEMBER 18, 1988, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 625, PAGE 888, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10h) EASEMENT DATED MARCH 18, 1998, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 517, PAGE 627, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10i) EASEMENT DATED AUGUST 22, 1974, TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 857, PAGE 983 AND VOLUME 597, PAGE 954, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – UNABLE TO LOCATE OR SITED) (10' ON CENTER OF PIPE LINE)

10j) EASEMENT DATED NOVEMBER 13, 1978, TO SOUTHWEST MILAM WATER SUPPLY CORPORATION, RECORDED IN VOLUME 835, PAGE 35, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – UNABLE TO LOCATE AS SITED) (10' ON CENTER OF PIPE LINE)

10k) ELECTRIC EASEMENT DATED NOVEMBER 23, 1976, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 979, PAGE 11, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (OFF-SITE)

10l) TERMS, CONDITIONS AND STIPULATIONS OF THE DEVELOPMENT AGREEMENT DATED JULY 31, 2018, BY AND BETWEEN WILLIAM LYNN DAVIS, III AND TOWNSTONE HOMES, LLC RECORDED UNDER DOCUMENT NO. 2018071362 , OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10m) EASEMENT DATED JULY 31, 2018, TO WILLIAM LYNN DAVIS, III, RECORDED UNDER DOCUMENT NO. 2018071363, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

10n) EASEMENT DATED NOVEMBER 5, 2020, TO TOWNSTONE HOMES, LLC, RECORDED UNDER DOCUMENT NO. 2020147676, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO – AS SHOWN)

GENERAL NOTES:

1) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48491C0540F, DATED 12/20/2019, & PANEL NO. 48491C0541F, DATED 12/20/2019, THIS LOT IS LOCATED IN ZONE "X", WHICH IS AN AREA OUTSIDE THE FEMA DESIGNATED 100-YEAR FLOODPLAIN.

2) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (NSRS ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (4203) NAD83.

BOUNDARY AND IMPROVEMENT SURVEY OF:

CALLED TRACT 1: ALL THAT CERTAIN CALLED 54.911 ACRE TRACT OF LAND OUT OF THE JAMES C. EAVES SURVEY, ABSTRACT NO. 214, IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY DEED TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

TRACT 2: ALL THAT CERTAIN 70.644 ACRE TRACT OF LAND OUT OF THE JAMES C. EAVES SURVEY, ABSTRACT NO. 214 AND THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY DEED TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

I, RICHARD H. TAYLOR, DO HEREBY CERTIFY THAT THIS PLAT OF THE PROPERTY SHOWN HEREON, WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING MAY 2020, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC RIGHT OF WAY.

05/17/2022
DATE

RICHARD H. TAYLOR, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
NUMBER 5986 STATE OF TEXAS
©ASH & ASSOCIATES, L.L.C.

BOUNDARY AND IMPROVEMENT SURVEY OF:
TRACT 1 : 54.884 ACRES
TRACT 2 : 70.628 ACRES
JAMES C. EAVES SURVEY – ABS. NO. 214
GEORGE M. REESE SURVEY – ABS. NO. 533
WILLIAMSON COUNTY, TEXAS

DRAWING INFORMATION

DESIGNED BY:	MAM	DATE:	05/17/2022
DRAWN BY:	MAM/RHT	PROJECT NO:	22-8154
APPROVED BY:	RHT	PLOT SCALE:	1" : 150'
FILE NAME:	T 1 & 2		

ASH & ASSOCIATES
SURVEYING - PLANNING - MAPPING
"SERVING THE COMMUNITY OF TEXAS"
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100847-00

REVISIONS			
6	-	-	-
5	-	-	-
4	-	-	-
3	-	-	-
2	ANNEX 25 AC & REM 100 AC	RHT	05/23/22
1	TOPO	MAM	5/10/22
NO.	REVISION	APPD.	DATE

DRAWING NO. T 1& 2
SHEET: 1 OF 1



Neighborhood Plan
for
Davis Tract Phase 2
PZ-2024-2102
Taylor, Texas

A BACKGROUND

Regional Context A.2
Subject Property in Context A.3
Comprehensive Plan Excerpts A.4
Place Types in Context A.5
Existing Conditions A.6
Elevation Analysis A.7

B REGULATIONS

Place Type Allocation Plan B.2
Regulating Plan B.3
Block Frontages and Dimensions B.4
Design-Specific Standards B.5
Transportation Master Plan Diagram B.7
Thoroughfare Types B.8
Thoroughfare Sections B.9
Civic Space Plan B.11

C SUPPLEMENTAL PLANS

Illustrative Master Plan in Context C.2
Illustrative Master Plan with Program Summary C.3
Fire Apparatus Access C.4
Addressing Diagram C.5
Program Acreage C.6
Detailed Parking and Program C.7

X APPENDIX

Charrette Plans X.1

For
The City of Taylor, Texas
and
Top Notch Properties
by
Michael Watkins Architect, llc

August 29, 2024

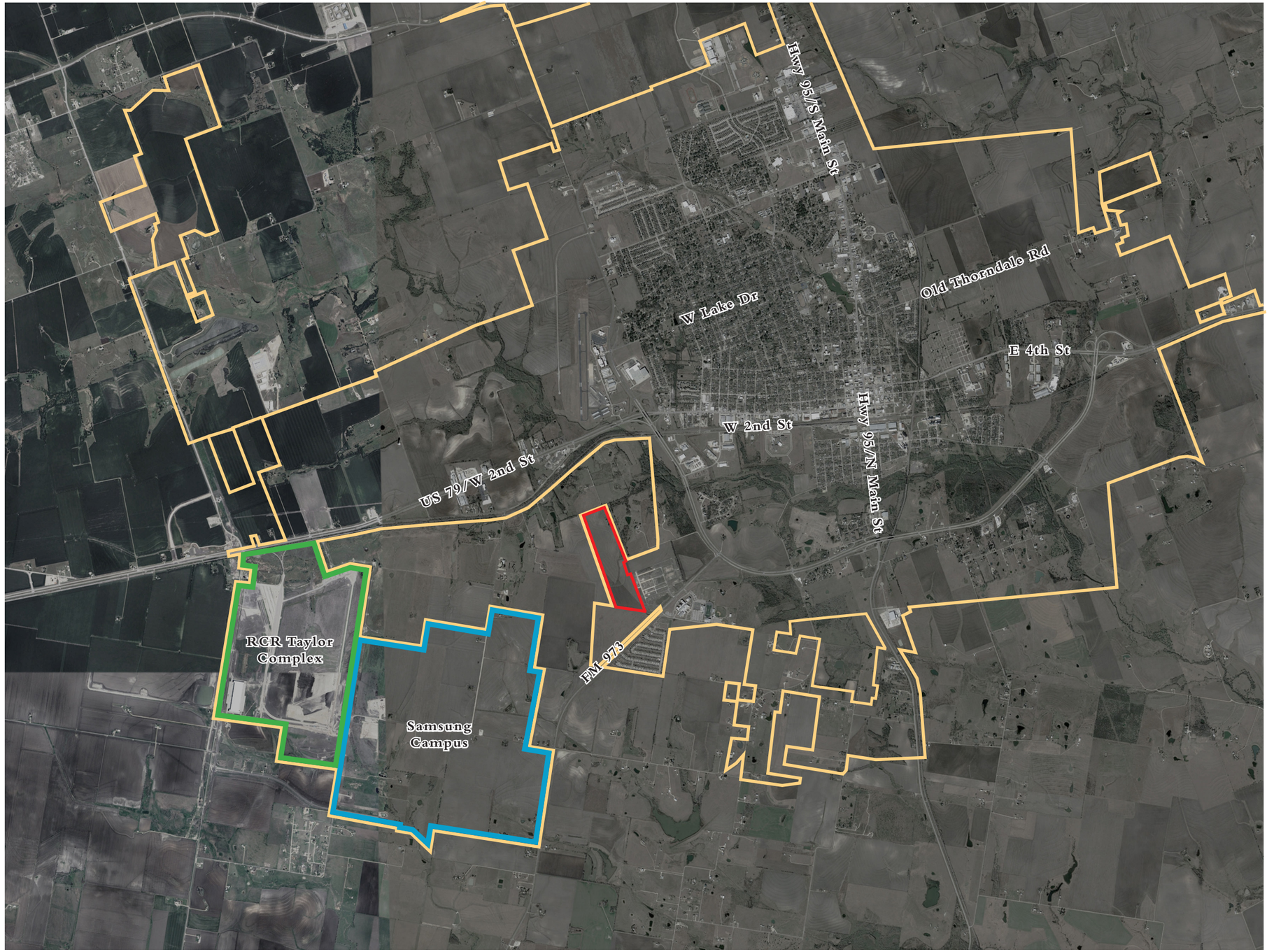
A. Background

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

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

Regional Context A.2
Subject Property in Context A.3
Comprehensive Plan Excerpts A.4
Place Types in Context A.5
Existing Conditions A.6
Elevation Analysis A.7

REGIONAL CONTEXT



Key

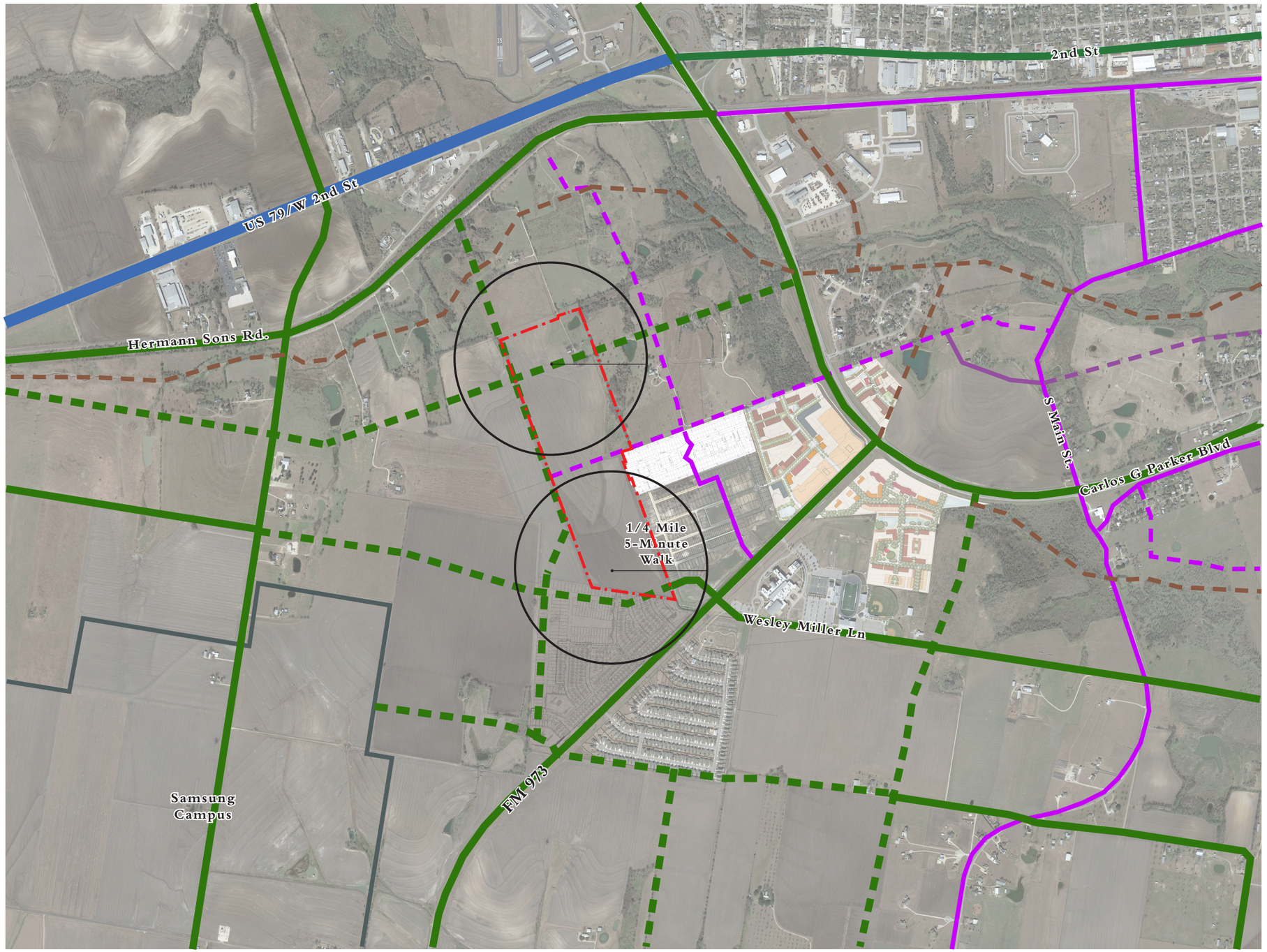
- City Boundary
- Subject Property
- Samsung Campus
- RCR Taylor Complex

N

0 mile ¼ mile ½ mile 1 mile

The design is subject to change. Not for construction.

SUBJECT PROPERTY IN CONTEXT



Key

- Subject Property
- Existing Thoroughfare
- Proposed Thoroughfare

Thoroughfare Designations

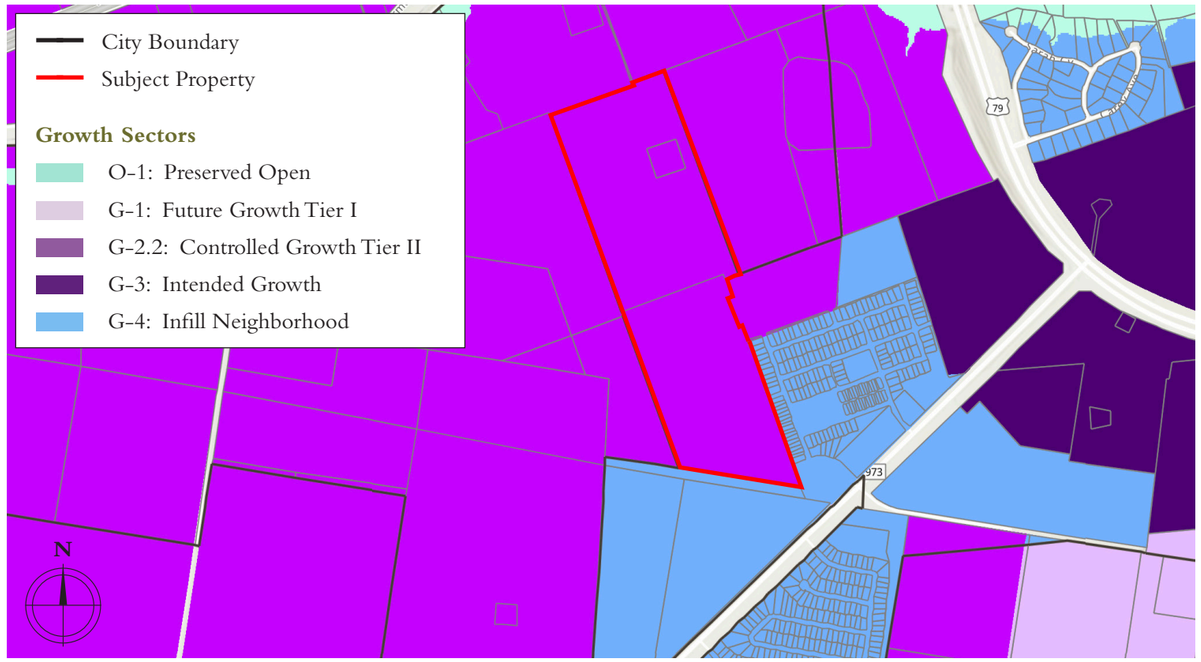
- Regional Road
- Community Boulevard
- Neighborhood Avenue
- Trail

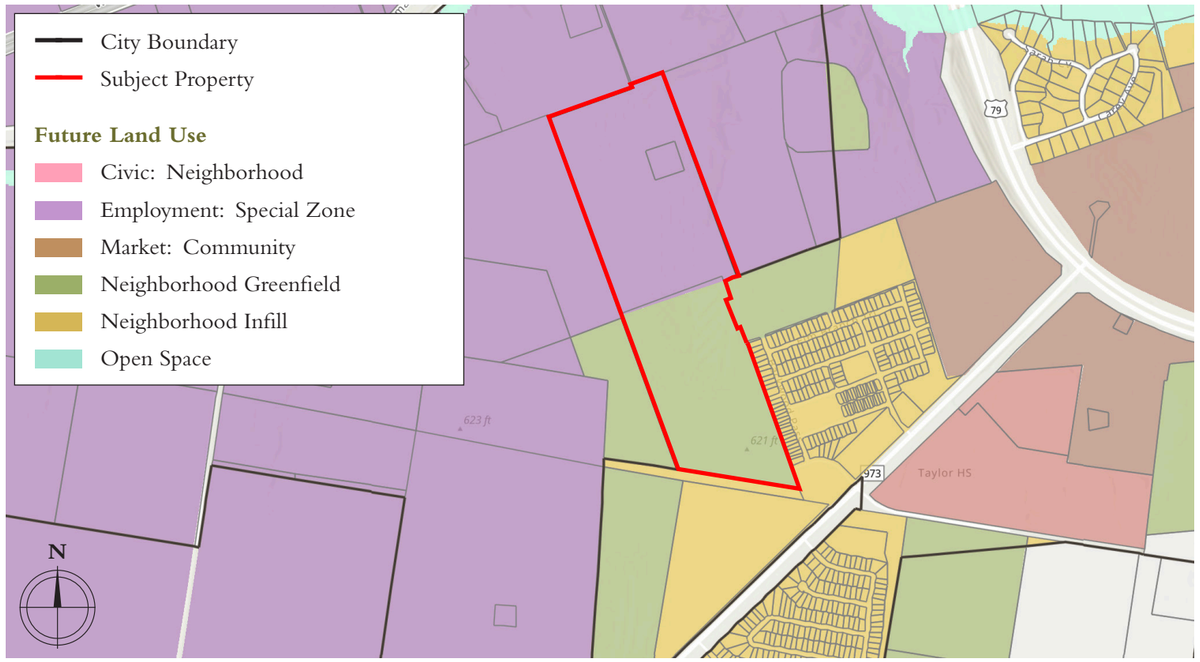
0 mi ⅛ mi ¼ mi ½ mi

N

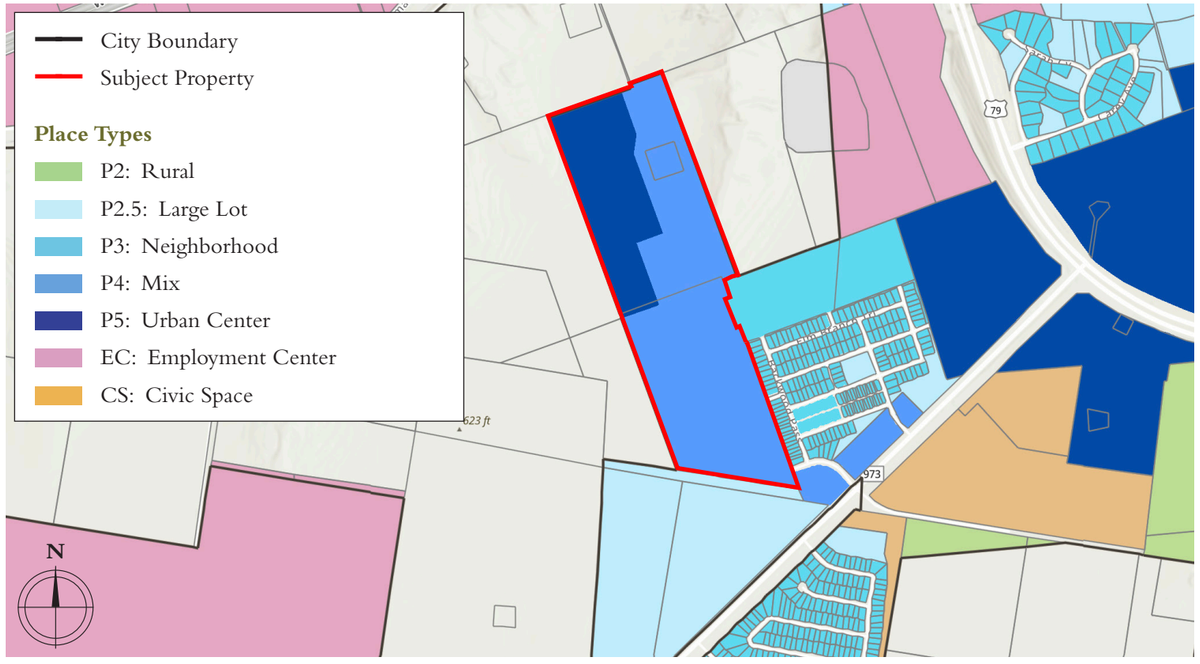
The design is subject to change. Not for construction.

COMPREHENSIVE PLAN EXCERPTS

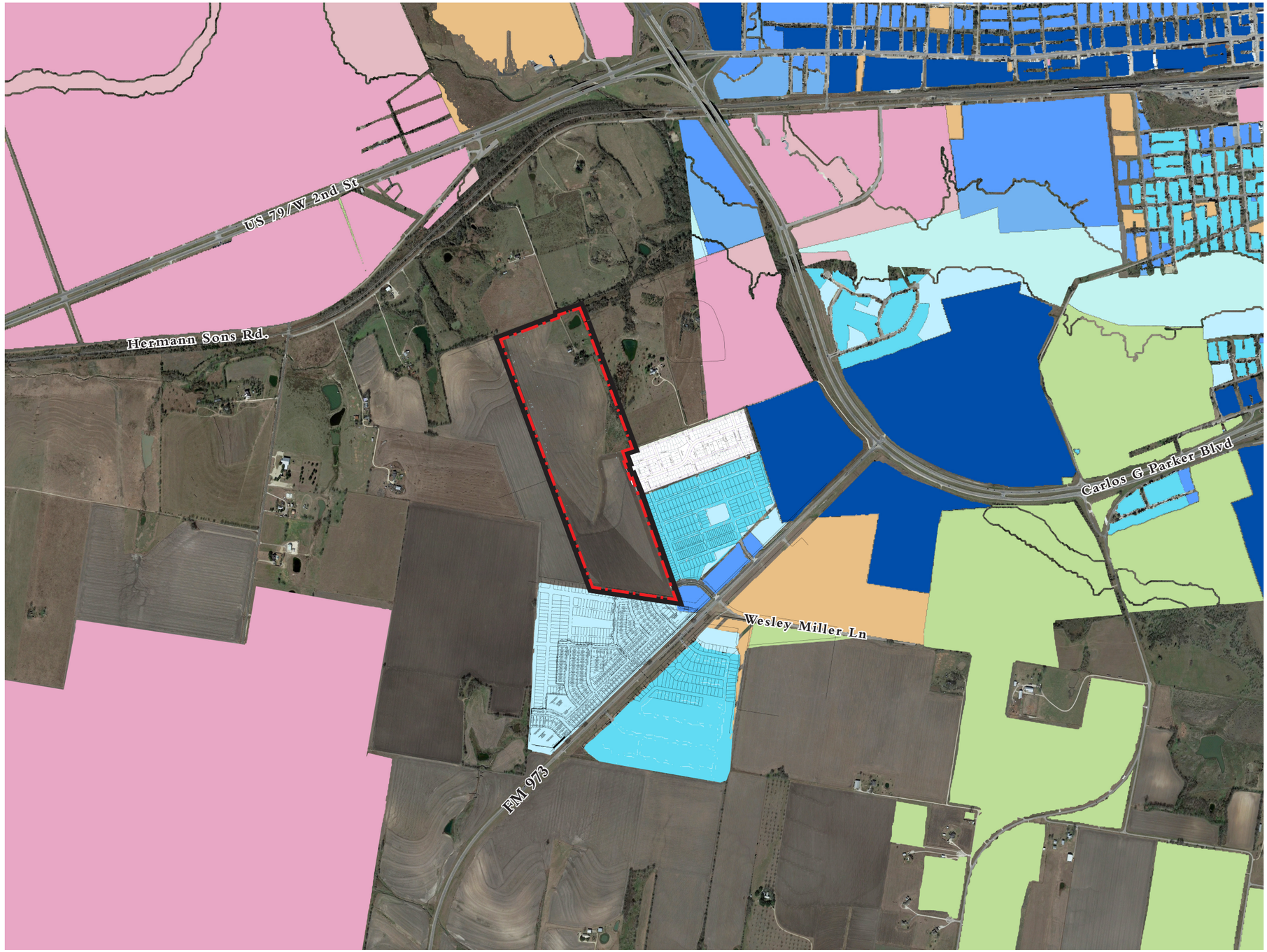








PLACE TYPES IN CONTEXT

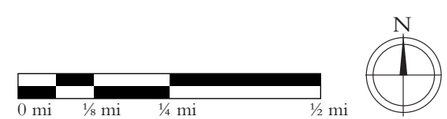


Key

- Subject Property
- Pedestrian Shed

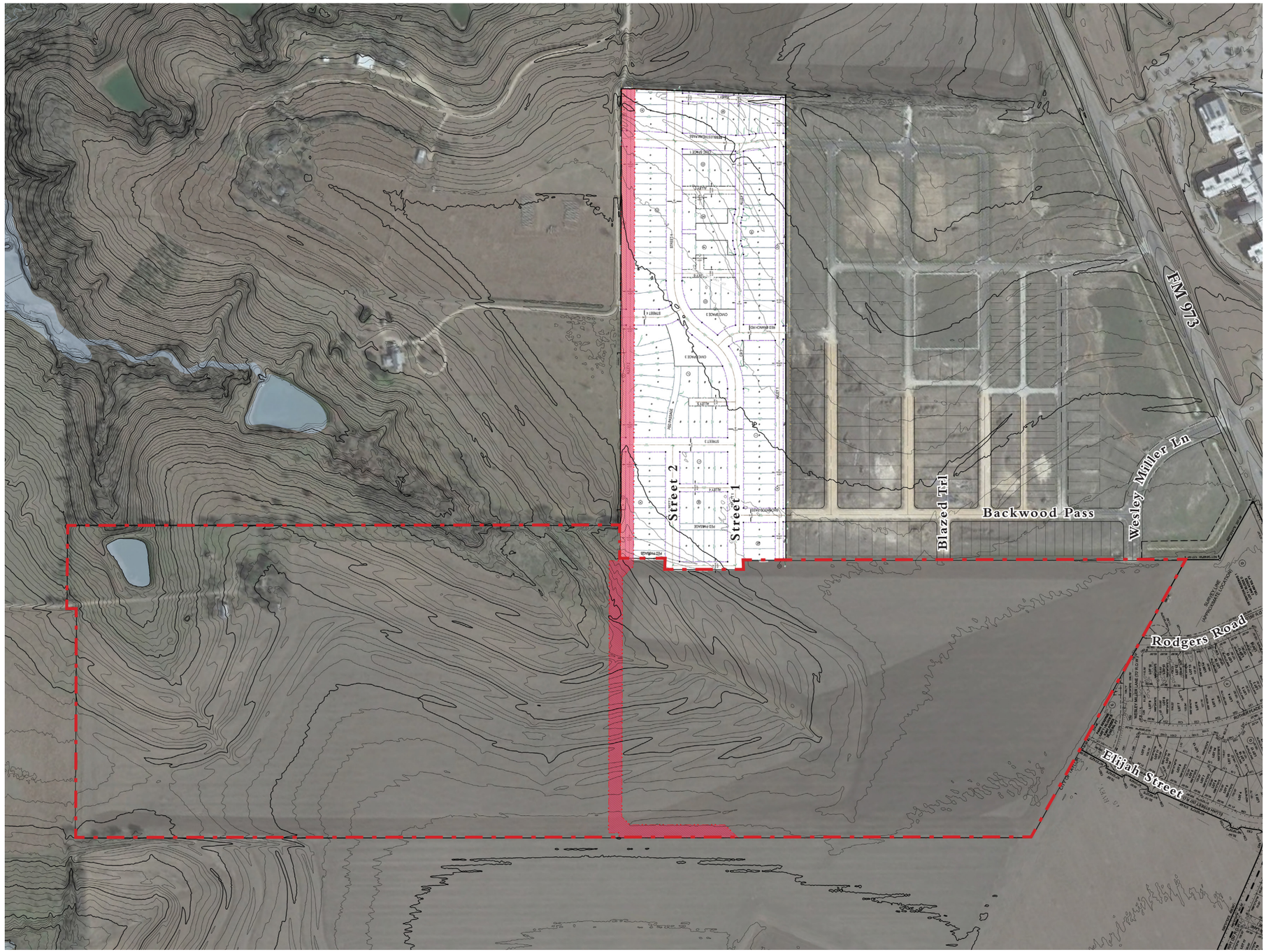
Place Type	Permitted for a TND	Target for Subject Property
P1	5%	5.0 ac. (5%)
P3	10-30%	10-30 ac. (10-30%)
P4	40-60%	40-60 ac. (40-60%)
P5	10-30%	10-30 ac. (10-30%)
CS	10%	10 ac. (10%)
Total	100%	100 ac. (100.0%)

The areas and percentages shown are approximate and do not include TxDOT ROW, Front Type Thoroughfare ROW, areas within the ETJ, or other properties that have not been subdivided. The effective Pedestrian Shed is intended to include areas reasonably walkable (approximately 5 minute walking distance) from the Site based on existing conditions. Its shape does not conform precisely to a 1/4-mile-radius circle, but approaches an area of approximately 80 acres. Properties zoned as Planned Developments are counted towards the Place Types that most closely resemble the standards of the Planned Development. These assumptions are intended to create consistent calculations and useful comparisons between the areas and percentages.



The design is subject to change. Not for construction.

EXISTING CONDITIONS



Key

- Subject Property
- 5-foot Contours
- 1-foot Contours
- Wetlands
- Utility Easements

N

0 ft 200 ft 400 ft 800 ft

The design is subject to change. Not for construction.

ELEVATION ANALYSIS



Key

- Subject Property
- 1-foot Contours
- 5-foot Contours
- 615-620 ft.
- 610-615 ft.
- 605-610 ft.
- 600-605 ft.
- 595-600 ft.
- 590-595 ft.
- 585-590 ft.
- 580-585 ft.

0 ft 200 ft 400 ft 800 ft

N

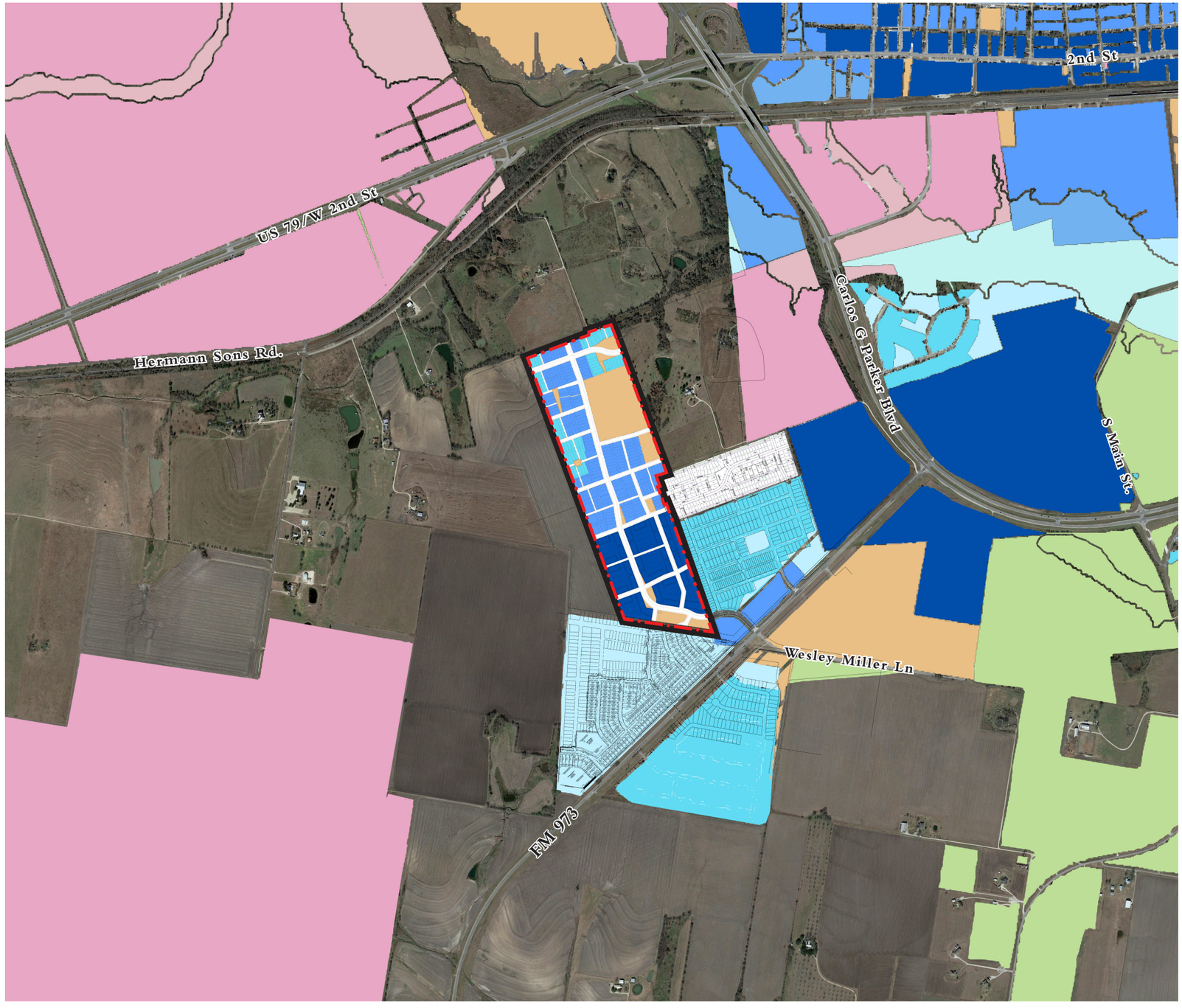
The design is subject to change. Not for construction.

B. Regulations

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

Place Type Allocation Plan B.2
Regulating Plan B.3
Block Frontages and Dimensions B.4
Design-Specific Standards B.5
Transportation Master Plan Diagram B.7
Thoroughfare Types B.8
Thoroughfare Sections B.9
Civic Space Plan B.11

PLACE TYPE ALLOCATION PLAN



Key

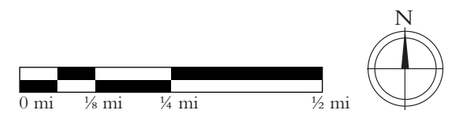
Subject Property

Pedestrian Shed

Place Type	Permitted for a TND	Target	Actual
P1	5%	5.0 ac. (5%)	0 ac. (0%)[4]
P3	10-30%	10-30 ac. (10-30%)	7.9 ac. (10.2%)
P4	40-60%	40-60 ac. (40-60%)	27.7 ac. (35.7%)[5]
P5	10-30%	10-30 ac. (10-30%)	23.0 ac. (29.6%)
CS	10%	10 ac. (10%)	19.1 ac. (24.6%)
Total	100%	100 ac. (100.0%)	

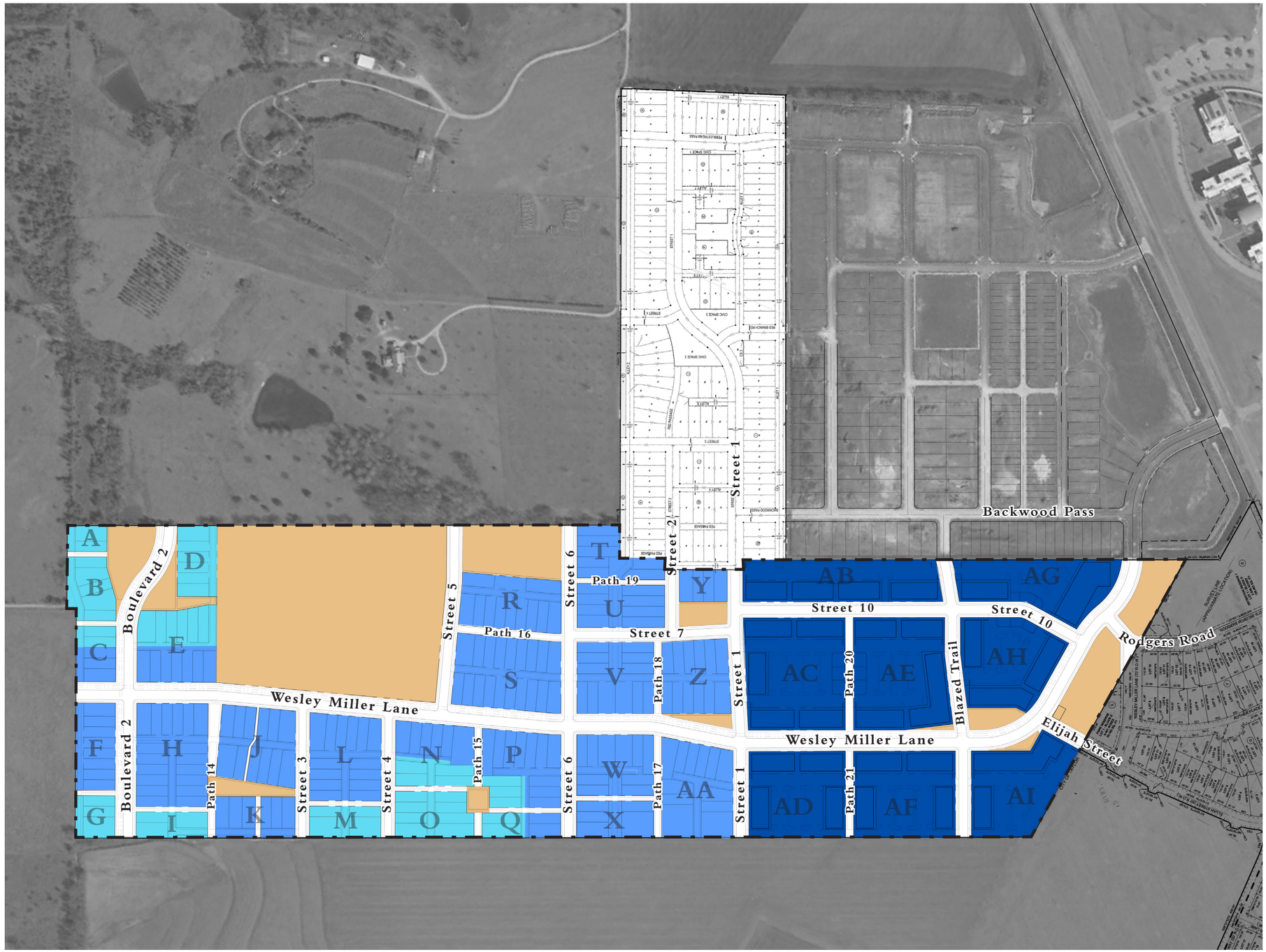
Notes

1. *The percentages listed are calculated with respect to the area of the Pedestrian Shed as shown on the accompanying plan. The Pedestrian Shed (as described in LDC § 3.6.1.7) delineates the area of the subject property and adjacent properties intended to constitute a complete TND (as described in LDC § 3.6.1.4). Areas and percentages listed are approximate.*
2. *The areas and percentages listed are calculated excluding the following: Front Type Thoroughfares, land within the ETJ or other land outside the Taylor city limits, and TxDOT RsOW.*
3. *For the total Civic Space allocation within the subject property, refer to the Civic Space Plan on page B.11.*
4. *See a recommended Warrant regarding the allocation of P1 in this Pedestrian Shed in the General Standards on page B.3.*
5. *See a recommended Warrant regarding the allocation of P4 in this Pedestrian Shed in the General Standards on page B.3.*



The design is subject to change. Not for construction.

REGULATING PLAN

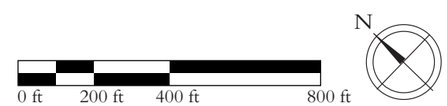


Key

- Subject Property
- P3
- P4
- P5
- CS

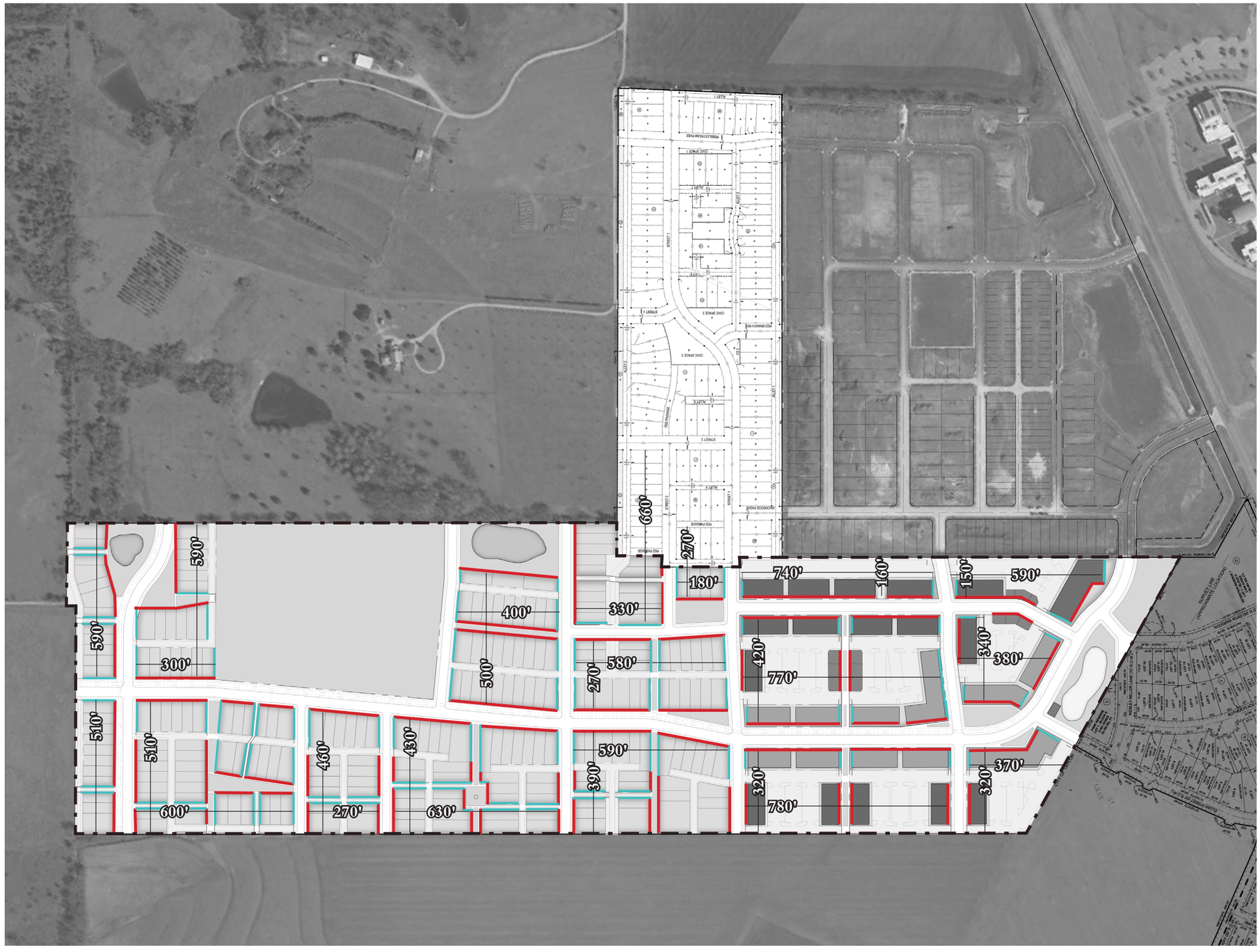
General Standards

1. *A Warrant is recommended to allow for a P1 (Nature) ratio of zero percent (0%) given that the subject property is neither adjacent to nor includes land which falls within the LDC's definition of Nature (lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. P1 is intended to preserve areas that contain sensitive habitats, active or passive open spaces, parks and limited agriculture uses. Nature includes floodplains, creeks tributaries and other waterways.).*
2. *A Warrant is recommended to allow for a lower ratio of P4 (Mix) given that the subject property dedicates a 12-acre site for a public school—a facility which will benefit the community at large. With the school site, the subject property generously exceeds the minimum requirements for civic space allocation percentages.*



The design is subject to change. Not for construction.

BLOCK FRONTAGES AND DIMENSIONS



Key

- Subject Property
- Primary Frontage
- Secondary Frontage
- Block Dimensions

Notes

1. *Block dimensions shown are non-binding and are intended to demonstrate compliance with City Standards for block length and perimeter. See the Design Specific Standards on page B.5 for a recommended Warrant for blocks which do not comply.*

N

0 ft 200 ft 400 ft 800 ft

The design is subject to change. Not for construction.



Design Specific Standards

1. A Variance is recommended to allow for Block length standards which conform to those prescribed in the previously approved Davis Tract – Phase 2 PD Standards. These Block length standards are as follows: *Blocks shall be a maximum of 600 feet in any direction. Blocks shall be bounded by vehicular Front Thoroughfares. A Block may be a maximum of 800 feet long if it is divided by a pedestrian Front Thoroughfare or Civic Space along that length.*
2. A warrant is recommended for Block AB to allow for a block length longer than 800', given that the already in place Block size exceeds this maximum and additional thoroughfare connections are impractical.
3. Wesley Miller Lane, Boulevard 2, Streets 1, 3, 4, 5, and Blazed Trail, Elijah Street, Rodgers Road, and Paths 14, 15, 17, and 21 are intended to connect to adjacent properties, with the exact location of the connection to be determined.
4. The multi-family parking lot in Block AB is intended to connect to the alley on the adjacent property, with the exact location of the connection to be determined.
5. It is recommended that a fountain or other civic monument be placed in the civic space on Path 15.
6. It is recommended that special pavers be used within the area outlined to reinforce the character of the central civic space. These special pavers should be flush (no curb) from building face to building face.
7. It is recommended that the school be sited in the middle of its property to allow for circulation without disrupting the neighboring lots. The siting of the school shall reinforce a civic presence within the neighborhood.
8. It is recommended that the civic space between Elijah Street and Rodgers Road be designed in such way that it creates one, unified, civic space with the already existing civic space in Castlewood South.
9. A warrant is recommended to allow for a 282-foot minimum horizontal inside radius on Community Boulevards to allow for walkable streets with commercial frontage, where pedestrian activity is the highest.

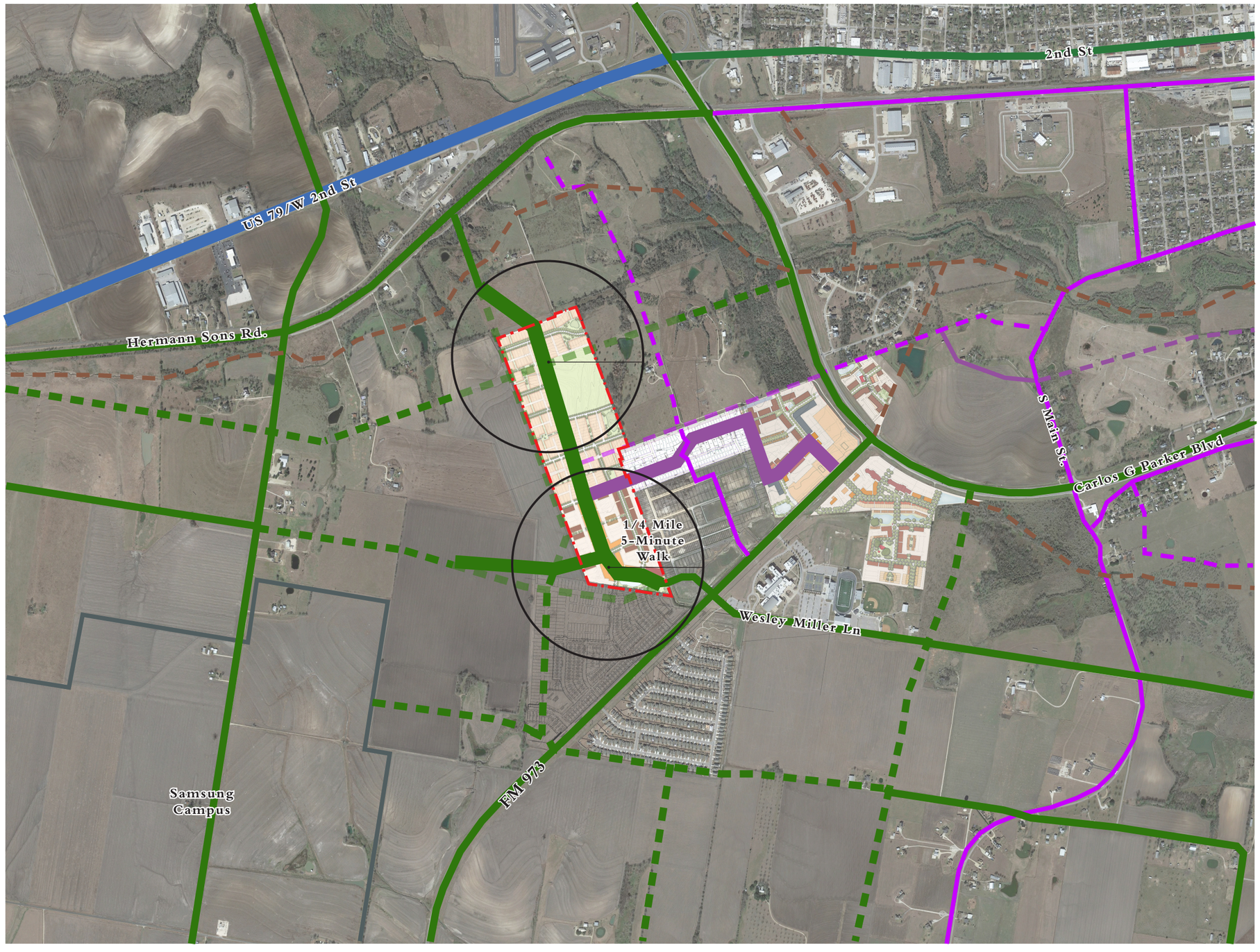
The design is subject to change. Not for construction.



10. In some places, the utility easement is in the side yards of single-family detached lots. These lots are an extra 25 feet in width to accommodate the standard buildable area of a typical single family lot. The portion of the side yard within the easement shall follow all restrictions and regulations prescribed by the easement document(s).
11. The layout of the school grounds should include a landscape screen in the location shown.
12. A warrant is recommended for parking to be placed in the second layer of lots labeled "Thin Buildings," provided this parking is located within the building.
13. A variance is recommended to allow for parking to be placed in the locations shown if walls or hedges of a height sufficient to visually screen the parking from a frontage are provided.
14. A warrant is recommended to allow for the intersections of local streets to be offset as a traffic-calming measure.
15. Stormwater management facilities, whether primarily wet or dry, shall be designed such that they add value to the neighborhood, rather than detract from it.
    a. Dry facilities shall be landscaped to act as an open lawn or space for other unstructured recreation when dry, and shall be landscaped around the perimeter with a variety of plantings including, at a minimum, canopy trees which provide shade for users.
    b. Wet facilities shall be designed to look like natural ponds with gently sloping edges rather than steep "engineered" banks. Wet ponds shall be landscaped around the perimeter with a variety of plantings including, at a minimum, canopy trees which provide shade for users.
    c. Maintenance berms and/or maintenance access shall be accounted for in both wet and dry facilities.

The design is subject to change. Not for construction.

TRANSPORTATION MASTER PLAN DIAGRAM



Key

- Subject Property
- Existing Thoroughfare
- Proposed Thoroughfare
- Previously Proposed Thoroughfare

Thoroughfare Designations

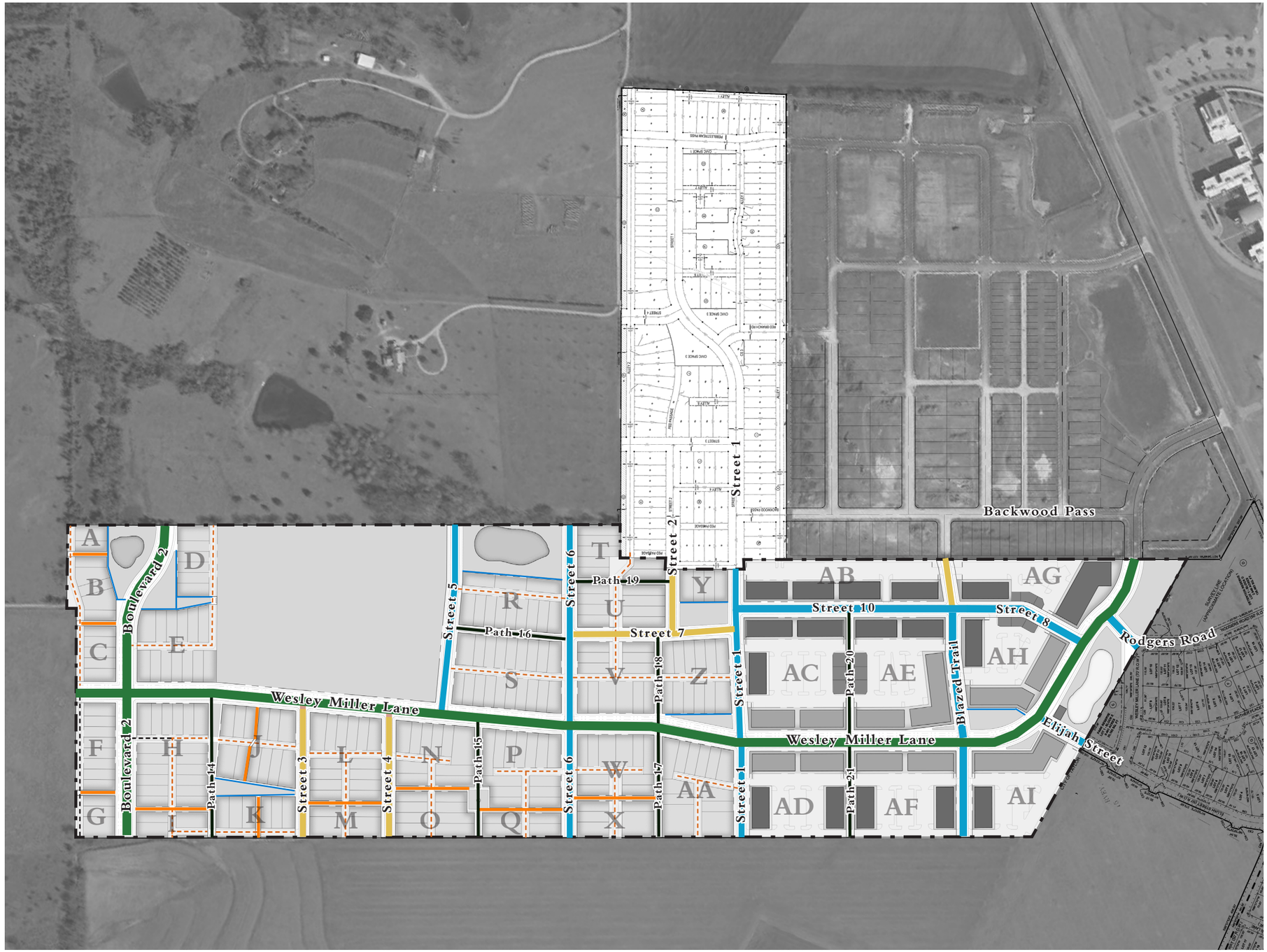
- Regional Road
- Community Boulevard
- Neighborhood Avenue
- Trail

0 mi ⅛ mi ¼ mi ½ mi

N

The design is subject to change. Not for construction.

THOROUGHFARE TYPES



Key

Subject Property

Front Thoroughfare Types

Name	Type	ROW	Pavement
Boulevard	BV	80	36
Street	ST	60	34
Street	ST	54	28
Path	PT	30	6 & 6
Path	PT	V	6

Rear Thoroughfare Types

Name	Type	ROW	Pavement
Fire Alley	FA	26	26
Rear Alley	RA	30	12

Civic Space Thoroughfare Types

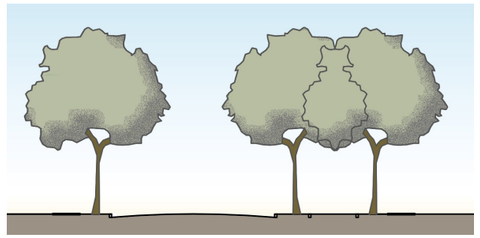
Sidewalk in Civic Space (See Civic Space Standards)

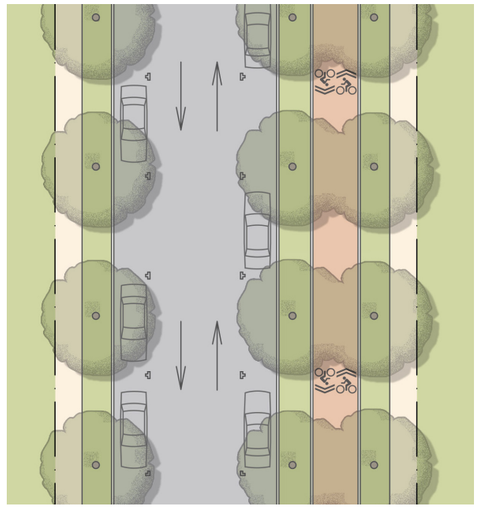
0 ft 200 ft 400 ft 800 ft

N

The design is subject to change. Not for construction.

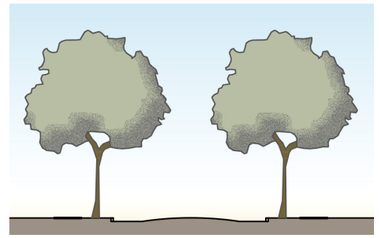
THOROUGHFARE SECTIONS

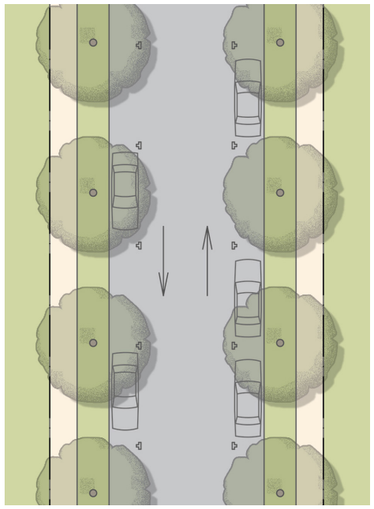




BV-80-36

Neighborhood Boulevard
80 ft. ROW
36 ft. Pavement
Slow Movement
Two-Way Traffic
Parking Both Sides
12 ft. Curb Radius
Header Curbs
8 ft. Tree Lawn
Allee, 25-30 ft. o.c.
6 ft. Sidewalk; 10 ft. Shared-use Path
20-foot clear width

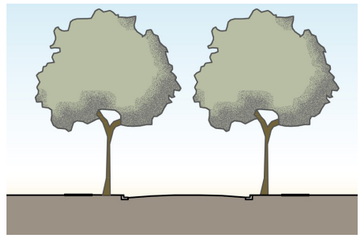


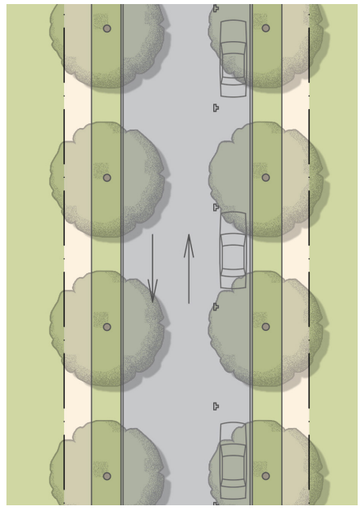


ST-60-34

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

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



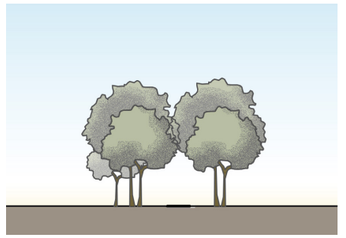


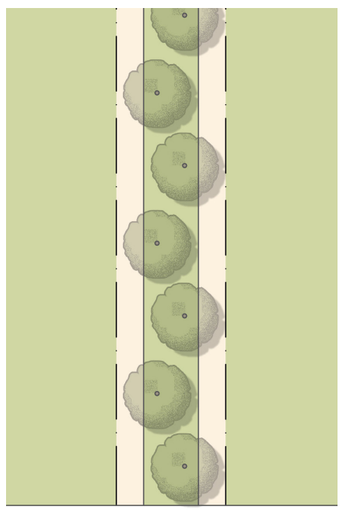
ST-54-28

Neighborhood Street
54 ft. ROW
28 ft. Pavement
Slow Movement
Two-Way Traffic
Parking One Side
12 ft. Curb Radius
Header Curbs
7 ft. Tree Lawn
Allee[i], 25-30 ft. o.c.
6 ft. Sidewalk
20-foot clear width

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

This Thoroughfare type may be converted to a Yield Street with parking on both sides.

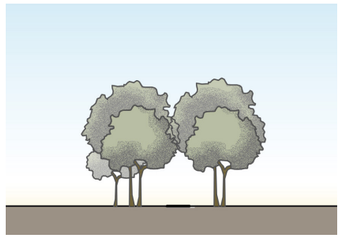


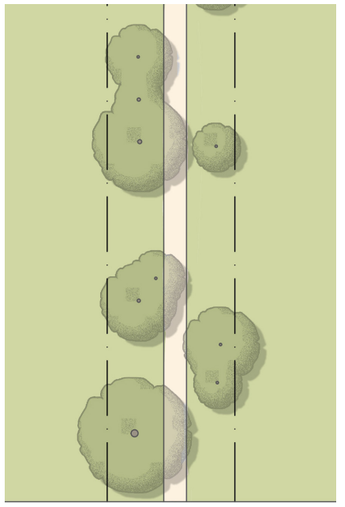


PT-30-6&6

Path
30 ft. ROW Minimum
N/A
Pedestrian
N/A
N/A
N/A
N/A
Planting zone varies
Trees, ground cover, shrubs, lawn
6 ft. Sidewalk
Not provided on this Thoroughfare

This Thoroughfare type will be privately owned and maintained.





PT-V-6

Path
30' ROW
N/A
Pedestrian
N/A
N/A
N/A
N/A
Planting zone varies
Trees, ground cover, shrubs, lawn
6 ft. Sidewalk
Not provided on this Thoroughfare

This Thoroughfare type will be privately owned and maintained.

Thoroughfare Type
- ST Street
- PS Pedestrian Street
- FA Fire Alley

Right-of-Way Width

Pavement Width

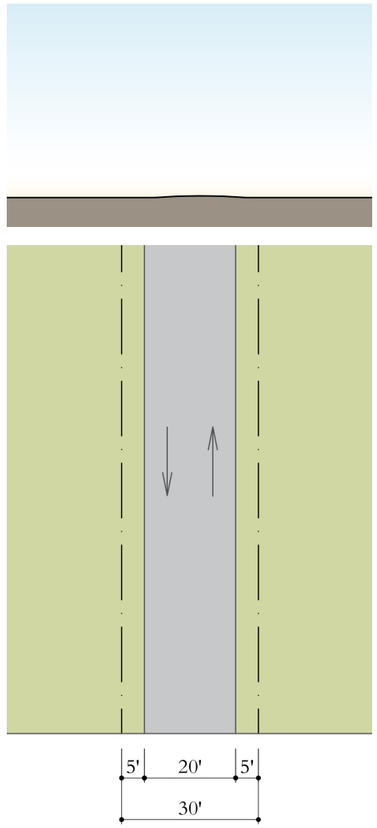
XX-##-##

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

Notes

The design is subject to change. Not for construction.

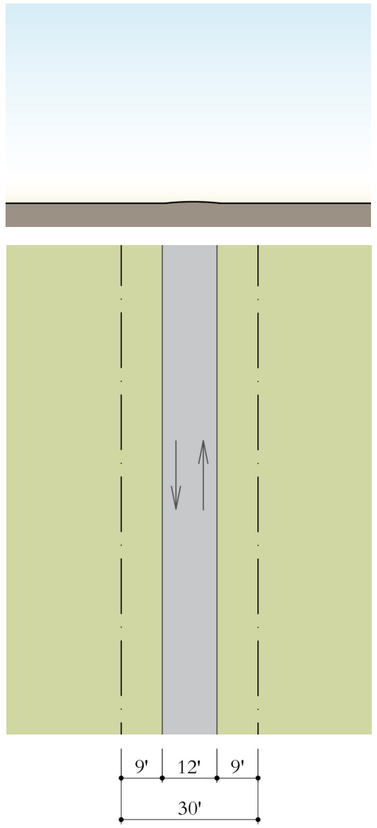
THOROUGHFARE SECTIONS



FA-30-20

Fire Alley
30 ft. ROW
20 ft.
Slow Movement
Two-Way Traffic, Fire Access
No Parking
15 ft. Curb Radius; Apron at Street
Inverted Crown and/or Ribbon Curb
N/A
N/A
No Sidewalk
20-foot clear width

This Thoroughfare type will be privately owned and maintained. Pavement may be widened for greater clear width.



RA-30-12

Rear Alley
30 ROW ft.
12 ft.
Slow Movement
Two-Way Traffic, Fire Access
No Parking
15 ft. Curb Radius; Apron at Street
Inverted Crown and/or Ribbon Curb
N/A
N/A
No Sidewalk
Not provided on this Thoroughfare

This Thoroughfare type will be privately owned and maintained. Pavement may be widened for greater clear width.

Thoroughfare Type
- ST Street
- PS Pedestrian Street
- FA Fire Alley

Right-of-Way Width

Pavement Width

XX-##-##

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

The design is subject to change. Not for construction.

CIVIC SPACE PLAN



Key

- Subject Property
- All lots are within 660 feet of a Civic Space.
- Square
- Green
- Park
- School Site

Civic Space Allocation

19.1 ac.	Civic Space in Subject Property
99.9 ac.	Total Area of Subject Property
19.9%	**Civic Space Ratio**

0 ft 200 ft 400 ft 800 ft

N

The design is subject to change. Not for construction.

C. Supplemental Plans

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

Illustrative Master Plan in Context C.2
Illustrative Master Plan with Program Summary C.3
Fire Apparatus Access C.4
Addressing Diagram C.5
Program Acreage C.6
Detailed Parking and Program C.7

ILLUSTRATIVE MASTER PLAN IN CONTEXT



Key

Subject Property

0 mi ⅛ mi ¼ mi ½ mi

N

The design is subject to change. Not for construction.

ILLUSTRATIVE MASTER PLAN WITH PROGRAM SUMMARY



Key

Subject Property

Residential

Single-Family Detached	235 Units
Subtotal Single-Family	**235 Units**
Large Multi-Family (16 Buildings)	384 Units
Thin Buildings	12 Units
Subtotal Multi-Family	**396 Units**
Total Residential	**631 Units**

Non-Residential

Commercial	151,000 SF
Hotel	100 Keys

0 ft 200 ft 400 ft 800 ft

N

The design is subject to change. Not for construction.

FIRE APPARATUS ACCESS



Key

- Subject Property
- 26-foot Fire Apparatus Access Roads
- 20-foot Fire Apparatus Access Roads
- Temporary 20-foot Fire Apparatus Access Roads
- Buildings over 30 feet
- Lots with building under 30 feet

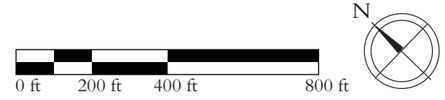
Fire Apparatus Access Notes

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



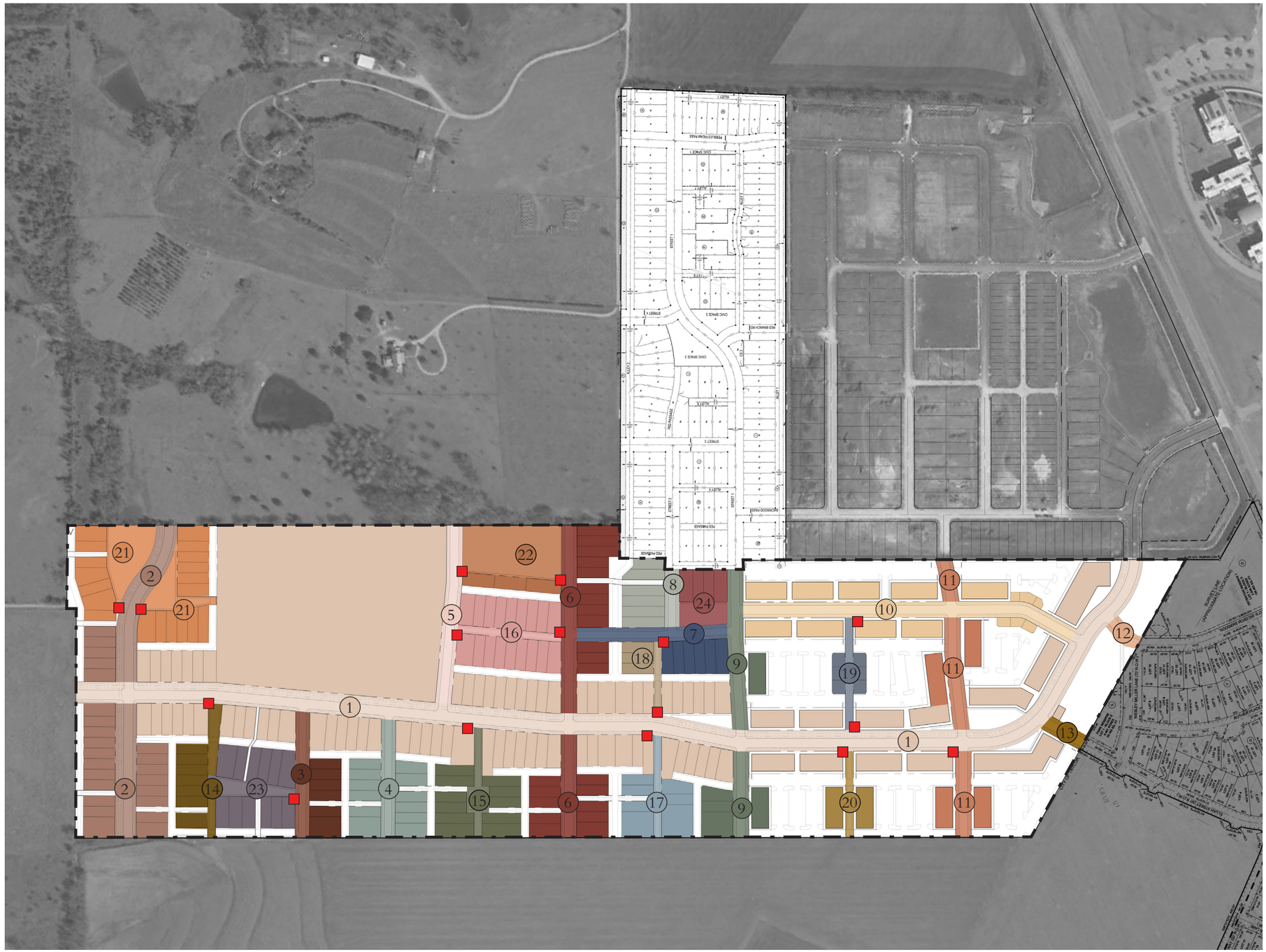
MINIMUM CLEARANCE AROUND A FIRE HYDRANT

7. In places where Fire Apparatus Access Roads dead end at the boundary of the subject property, it is recommended that temporary fire access be provided on a small number of private lots until a permanent Fire Apparatus Access is completed on adjacent properties.



The design is subject to change. Not for construction.

ADDRESSING DIAGRAM



Thoroughfare Names & Key

- Subject Property
- 1 Wesley Miller Lane
- 2 _____ Boulevard
- 3 _____ Street
- 4 _____ Street
- 5 _____ Street
- 6 _____ Street
- 7 _____ Street
- 8 Street 2 (Name to be coordinated with Phase 1)
- 9 Street 1 (Name to be coordinated with Phase 1)
- 10 _____ Street
- 11 Blazed Trail
- 12 Rodgers Road
- 13 Elijah Street
- 14 _____ Path
- 15 _____ Path
- 16 _____ Path
- 17 _____ Path
- 18 _____ Path
- 19 _____ Path
- 20 _____ Path
- 21 _____ Park
- 22 _____ Park
- 23 _____ Park
- 24 _____ Park
- Sign with unit numbers

Notes

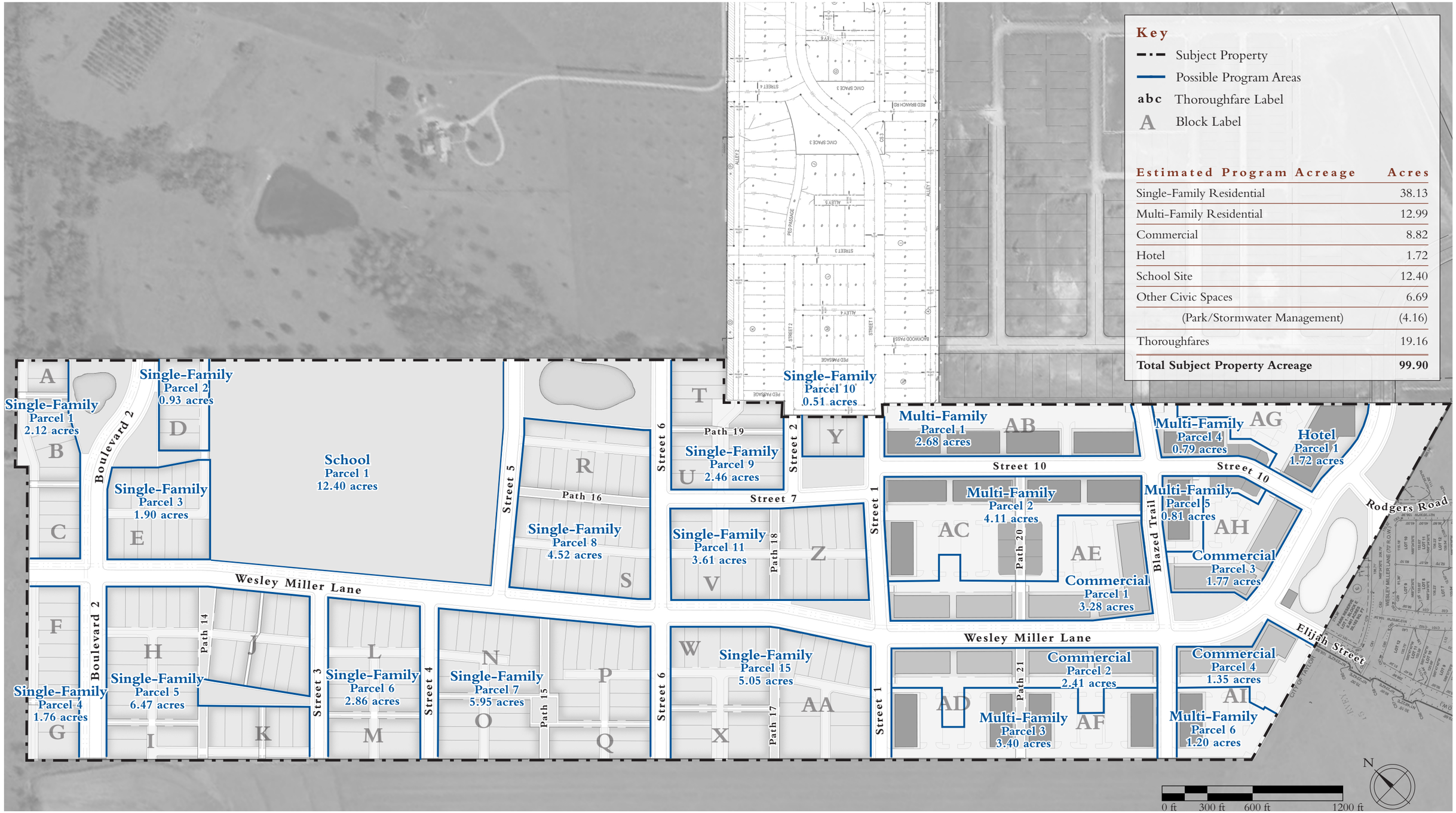
1. *This addressing plan is conceptual and is subject to refinements in future phases.*

N

0 ft 200 ft 400 ft 800 ft

The design is subject to change. Not for construction.

PROGRAM ACREAGE



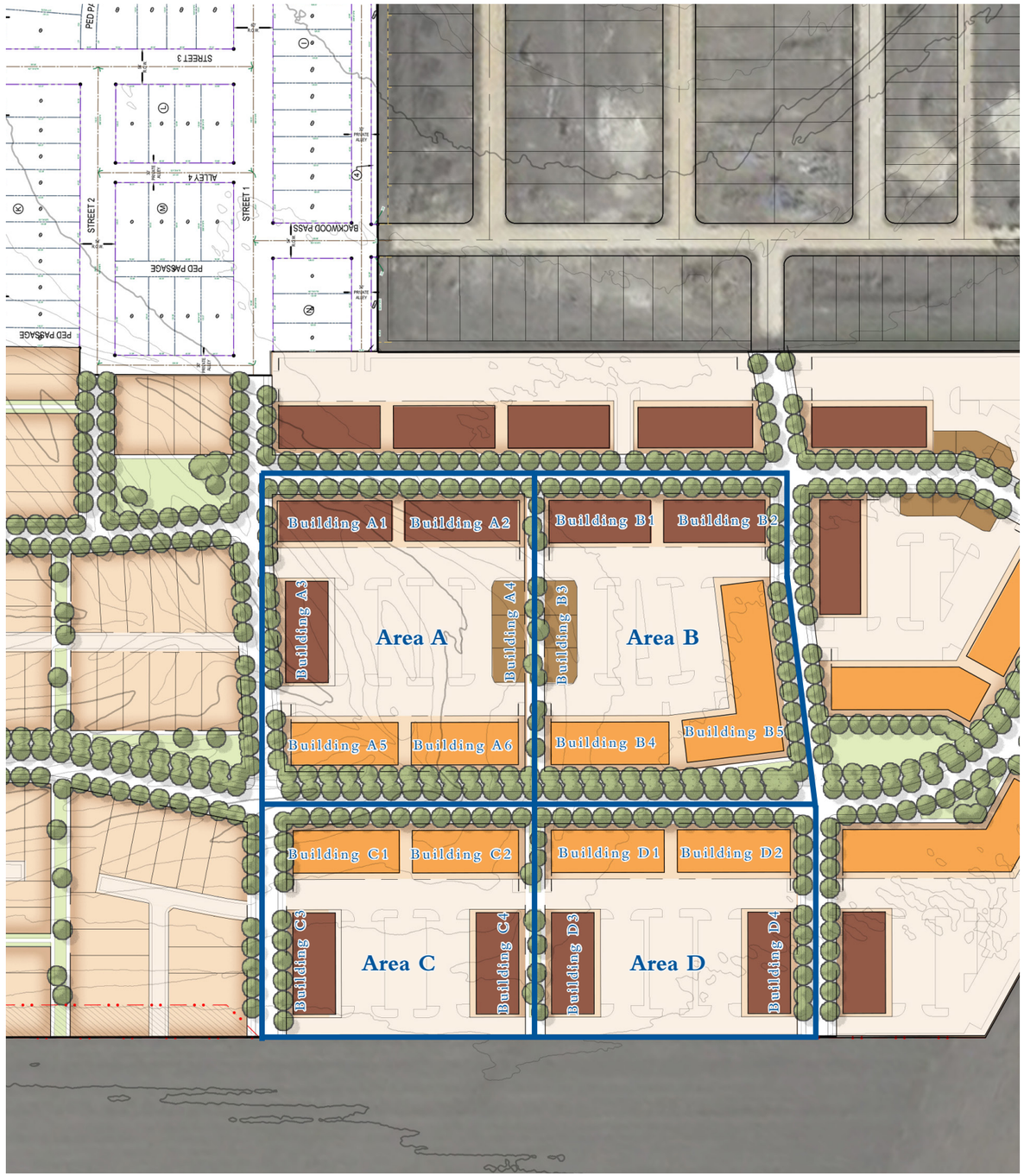
Key

- Subject Property
- Possible Program Areas
- abc Thoroughfare Label
- A Block Label

Estimated Program Acreage	Acres
Single-Family Residential	38.13
Multi-Family Residential	12.99
Commercial	8.82
Hotel	1.72
School Site	12.40
Other Civic Spaces	6.69
(Park/Stormwater Management)	(4.16)
Thoroughfares	19.16
Total Subject Property Acreage	**99.90**

The design is subject to change. Not for construction.

DETAILED PARKING AND PROGRAM



Assumed Parking Ratios		Spaces
Thin Buildings	per unit	1.5
Multi-Family Residential	per unit	1.5
Retail/Restaurant	per 1,000 SF	3.3
Hotel	per key	1

Area A

Large Multi-Family	Program	Spaces
Building A1	24 units	36
Building A2	24 units	36
Building A3	24 units	36
Commercial	Program	Spaces
Building A5	10,600 SF	35
Building A6	10,600 SF	35
Thin Buildings	Program	Spaces
Building A4	3 units	6
Total Requested		**184**
Parking Provided		Spaces
Provided on Street		43
Provided in Parking Lots		165
Provided in Garages		6
Total Provided		**214**
Difference		**+30**

Area B

Large Multi-Family	Program	Spaces
Building B1	24 units	36
Building B2	24 units	36
Commercial	Program	Spaces
Building B4	11,500 SF	38
Building B5	22,500 SF	75
Thin Buildings	Program	Spaces
Building B3	3 units	6
Total Requested		**191**
Parking Provided		Spaces
Provided on Street		48
Provided in Parking Lots		129
Provided in Garages		6
Total Provided		**183**
Difference		**-8**

Area C

Large Multi-Family	Program	Spaces
Building C3	24 units	36
Building C4	24 units	36
Commercial	Program	Spaces
Building C1	10,500 SF	34.5
Building C2	10,500 SF	34.5
Total Requested		**141**
Parking Provided		Spaces
Provided on Street		25
Provided in Parking Lots		113
Total Provided		**138**
Difference		**-3**

Area D

Large Multi-Family	Program	Spaces
Building D3	24 units	36
Building D4	24 units	36
Commercial	Program	Spaces
Building D1	11,200 SF	37
Building D2	11,200 SF	37
Total Requested		**146**
Parking Provided		Spaces
Provided on Street		24
Provided in Parking Lots		116
Total Provided		**140**
Difference		**-6**

Parking counts provided are approximate and assume 10' x 20' spaces with 24' drive aisles. Further refinement will be needed to account for accessible parking, EV parking, dumpster location, etc.

DETAILED PARKING AND PROGRAM



Assumed Parking Ratios		Spaces
Thin Buildings	per unit	1.5
Multi-Family Residential	per unit	1.75
Retail/Restaurant	per 1,000 SF	3.3
Hotel	per key	1

Area E

Large Multi-Family	Program	Spaces
Building E1	24 units	36
Building E2	24 units	36
Building E3	24 units	36
Building E4	24 units	36
Total Requested		**144**
Parking Provided		Spaces
Provided on Street		39
Provided in Parking Lots		124
Total Provided		**163**
Difference		**+19**

Area F

Large Multi-Family	Program	Spaces
Building F1	24 units	36
Hotel	Program	Spaces
Building F3	100 keys	100
Thin Buildings	Program	Spaces
Building F2	3 units	6
Total Requested		**142**
Parking Provided		Spaces
Provided on Street		32
Provided in Parking Lots		93
Provided in Garages		6
Total Provided		**131**
Difference		**-11**

Area G

Large Multi-Family	Program	Spaces
Building G1	24 units	36
Commercial	Program	Spaces
Building G3	15,000 SF	49.5
Building G4	13,300 SF	43.5
Thin Buildings	Program	Spaces
Building G2	3 unit	6
Total Requested		**135**
Parking Provided		Spaces
Provided on Street		48
Provided in Parking Lots		97
Provided in Garages		6
Total Provided		**151**
Difference		**+16**

Area H

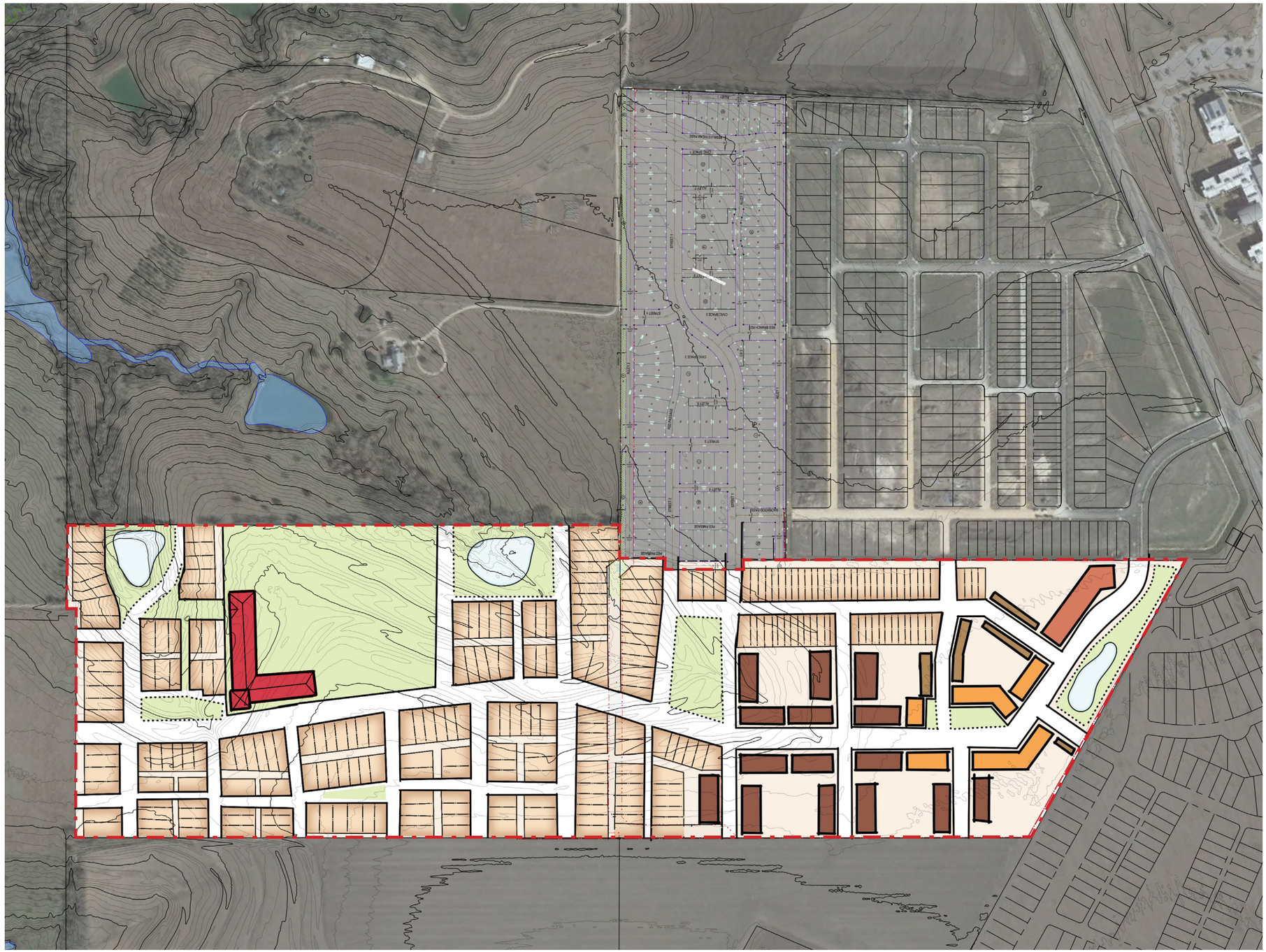
Large Multi-Family	Program	Spaces
Building 8a	24 units	36
Commercial	Program	Spaces
Building 8b	24,000 SF	79
Total Requested		**115**
Parking Provided		Spaces
Provided on Street		23
Provided in Parking Lots		121
Total Provided		**144**
Difference		**+29**

Parking counts provided are approximate and assume 10' x 20' spaces with 24' drive aisles. Further refinement will be needed to account for accessible parking, EV parking, dumpster location, etc.

X. Appendix

The Appendix chapter provides additional information for reference that is not directly related to the content of the Neighborhood and Employment Center Plans. This primarily includes description of the design process that resulted in this document.

Charrette Plan Iterations X.2



Key

Subject Property

Residential

Single-Family Detached	229 Units
Townhouses	20 Units
Thin Buildings	25 Units
Large Multi-Family Buildings	360 Units
Total Residential	**639 Units**

Commercial

Retail	63,000 SF
Hotel	100 Rooms

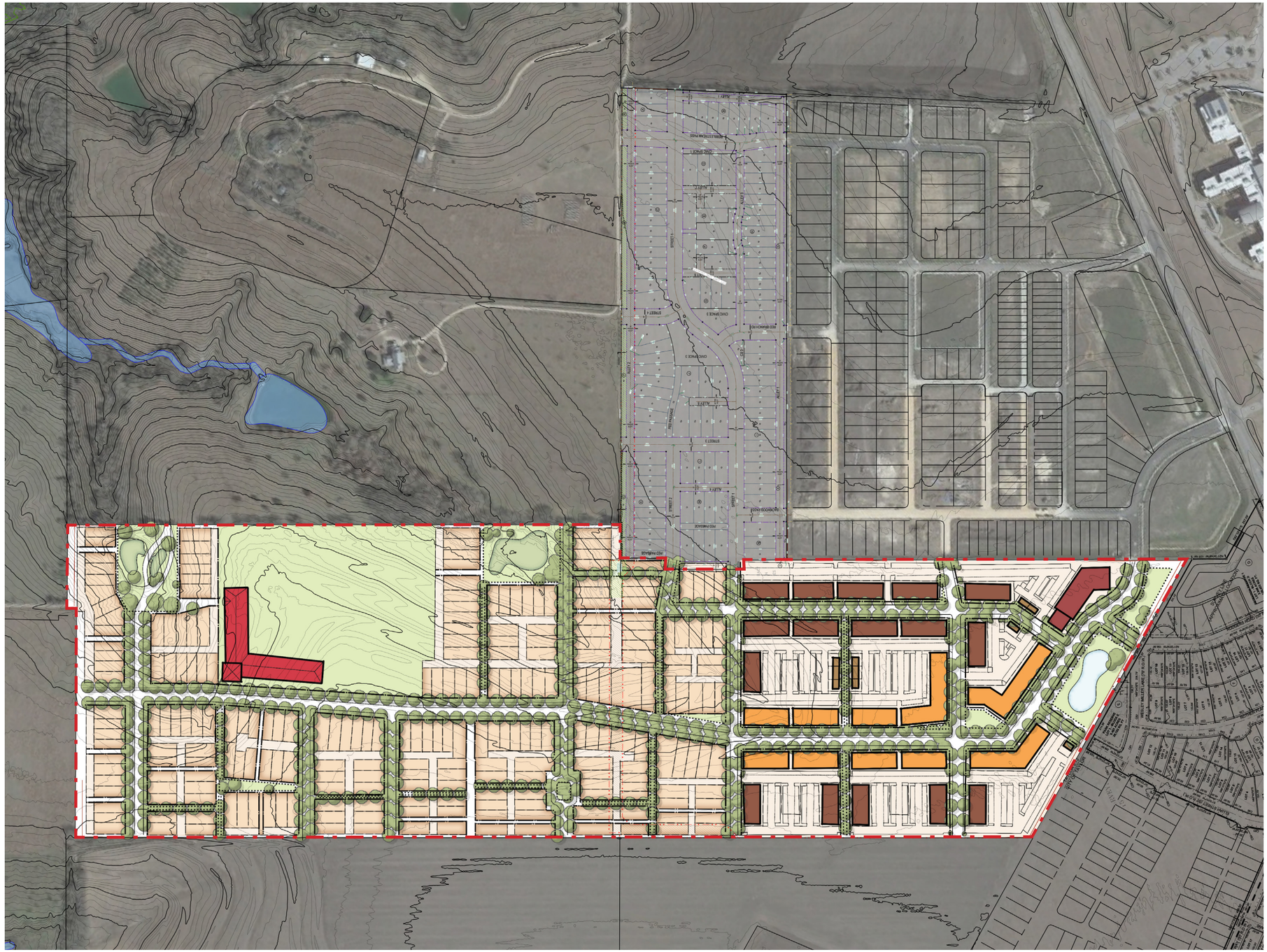
Civic

School Site	12.2 acres
Civic Spaces	8.1 acres
Total Civic	**20.3 acres (20.3%)**

N

0 ft 200 ft 400 ft 800 ft

CHARRETTE PLAN - FRIDAY, AUGUST 2



Key

Subject Property

Residential

Single-Family Detached	237 Units
Thin Buildings	10 Units
Large Multi-Family Buildings	360 Units
Total Residential	**639 Units**

Commercial

Retail	149,000 SF
Hotel	100 Rooms

Civic

School Site	11.9 acres
Civic Spaces	5.9 acres
Total Civic	**17.8 acres (17.8%)**

N

0 ft 200 ft 400 ft 800 ft

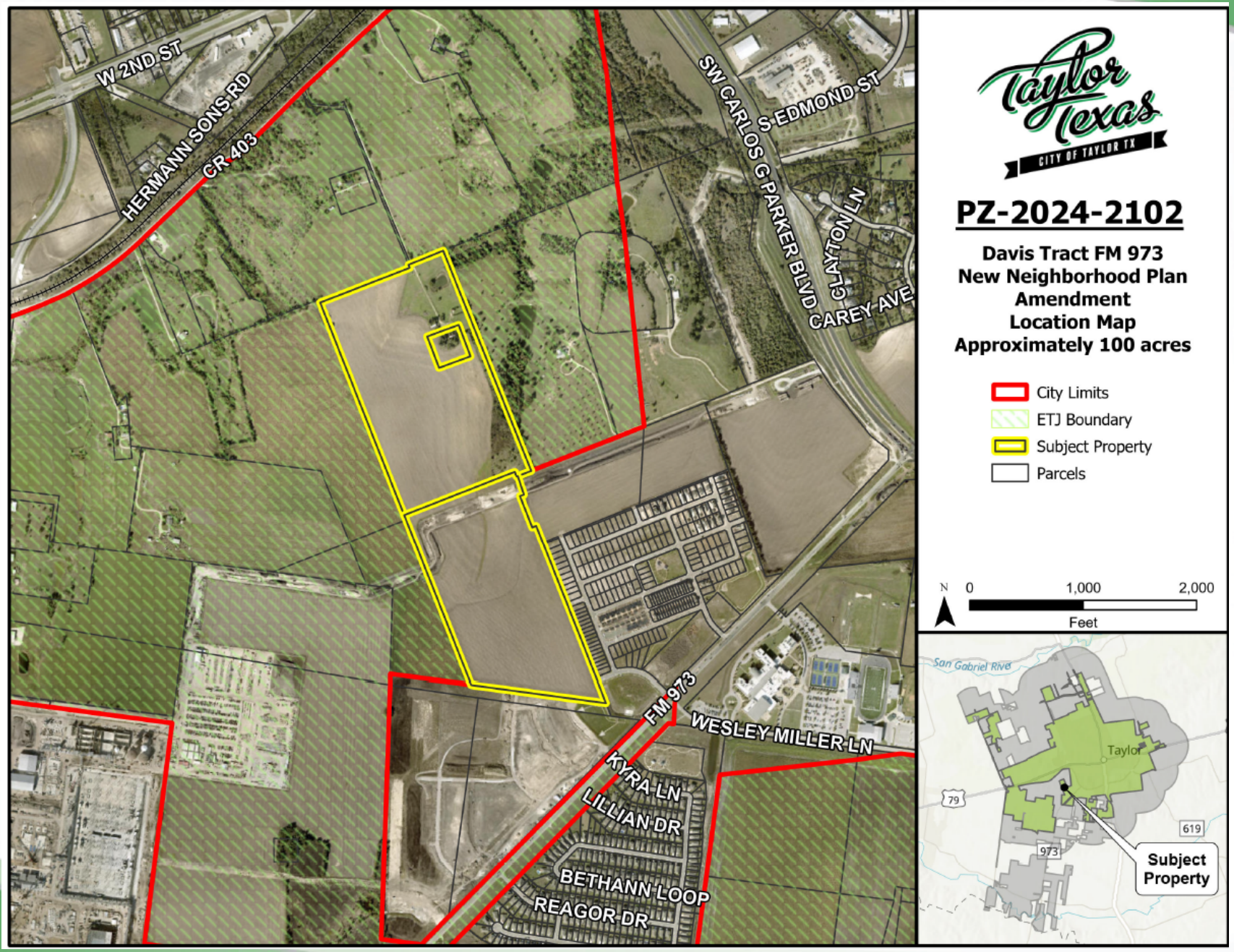
PZ-2024-2102

Neighborhood Plan
Davis Tract Phase 2 Amendment

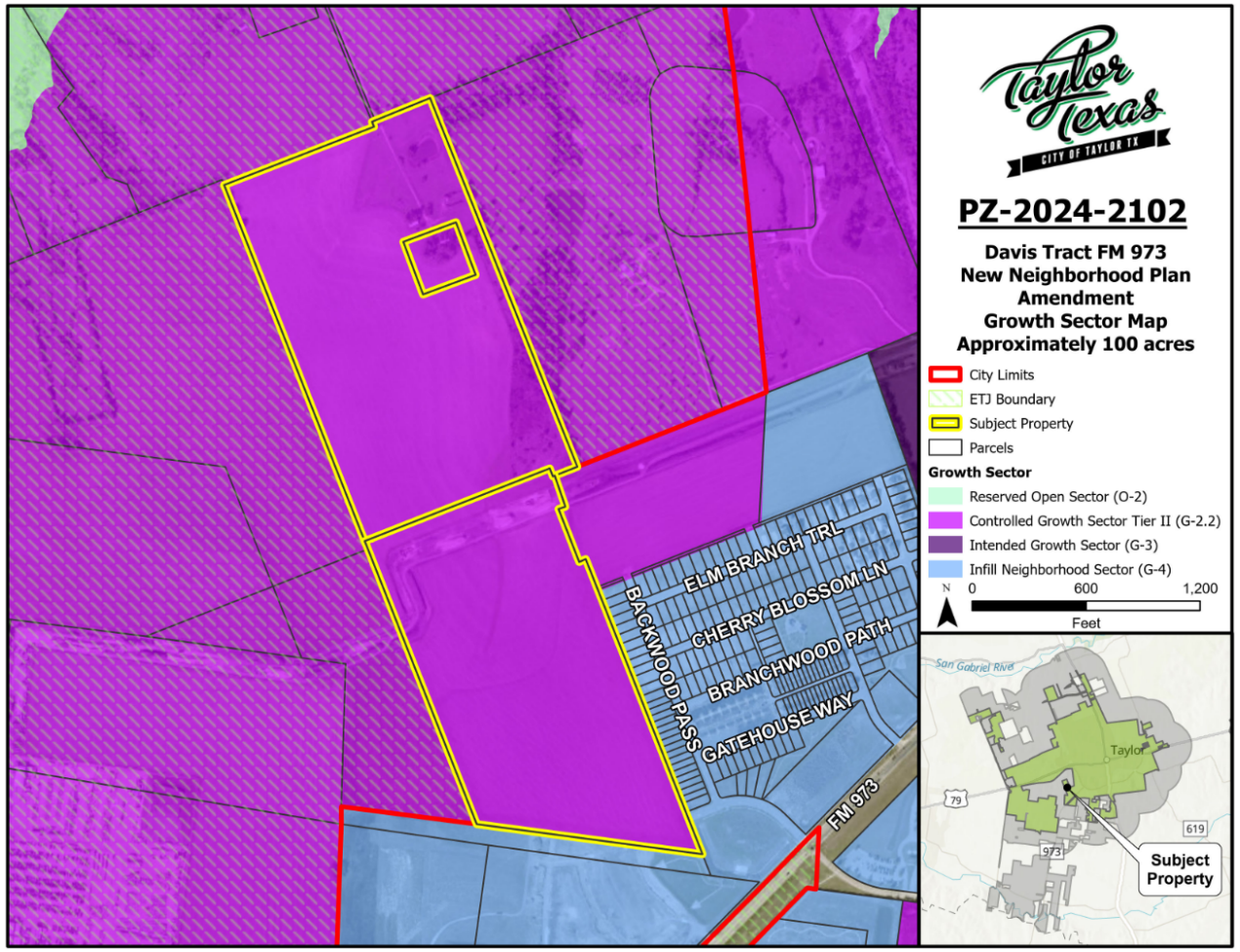
Development Process

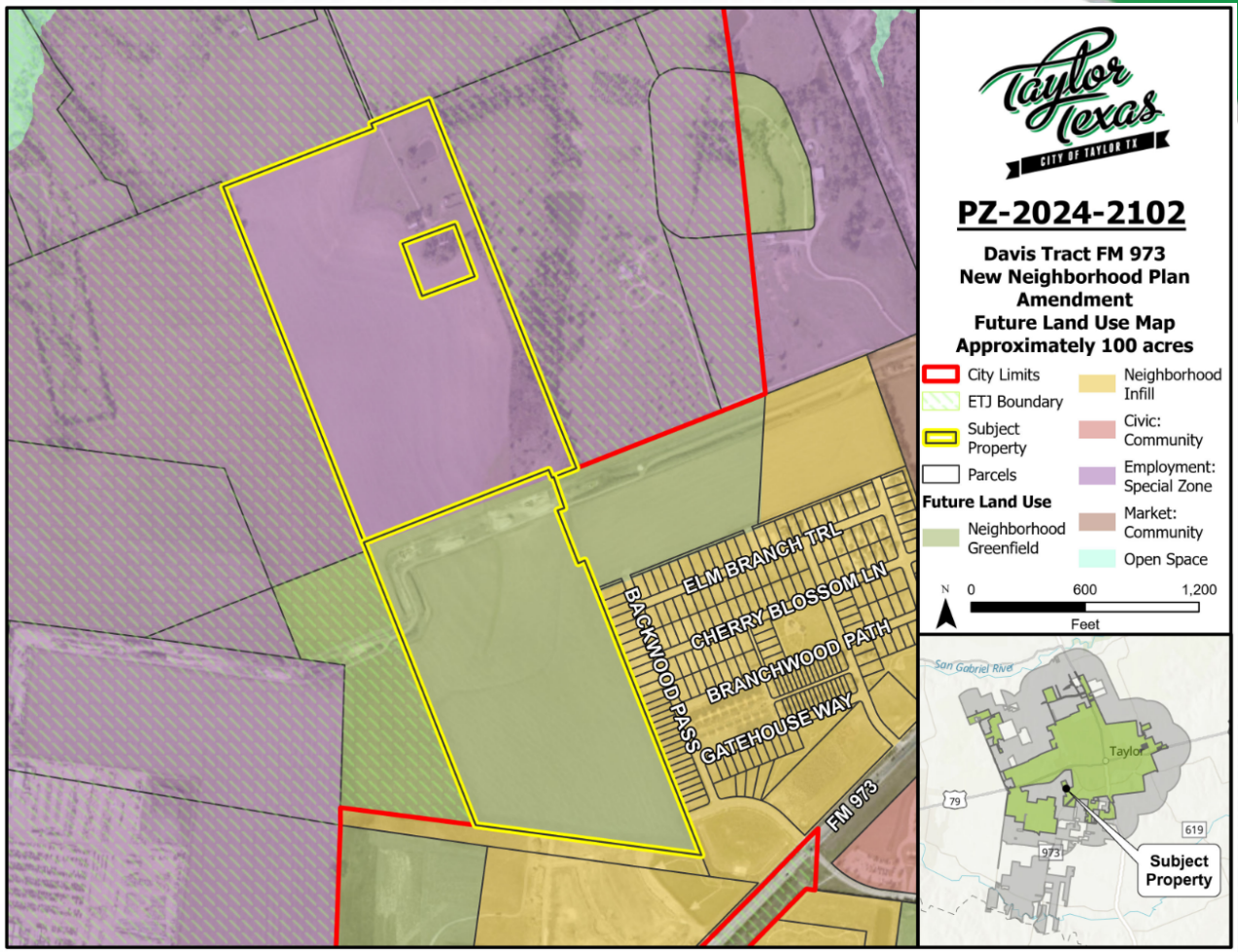
1. **Comprehensive Plan Amendment** – Changes to the Growth Sector, Future Land Use, or Transportation Master Plan. Can also be actions to amend the Comp. Plan to fulfill an Implementation Strategy.
2. **Plan and/or Place Type Designation** – Projects 2.5 acres and greater will go through an Employment Center, Neighborhood, or Infill Neighborhood Plan to layout new Centers or Neighborhoods and allocate Place Type Zoning Districts.
3. **Preliminary Plat** – Division of land into lots (identifying lot boundaries, streets, easements, etc.).
4. **Subdivision Improvement Plans** – Public Infrastructure Plans (Water, Sewer, Drainage).
5. **Final Plat** To be recorded after approved and accepted infrastructure improvements.
6. **Site Development Plans** – Engineered or surveyed drawings depicting proposed development on a lot(s).
7. **Building Permit** - Layout of building(s) on lot(s) and detailed construction drawings.

Location Map



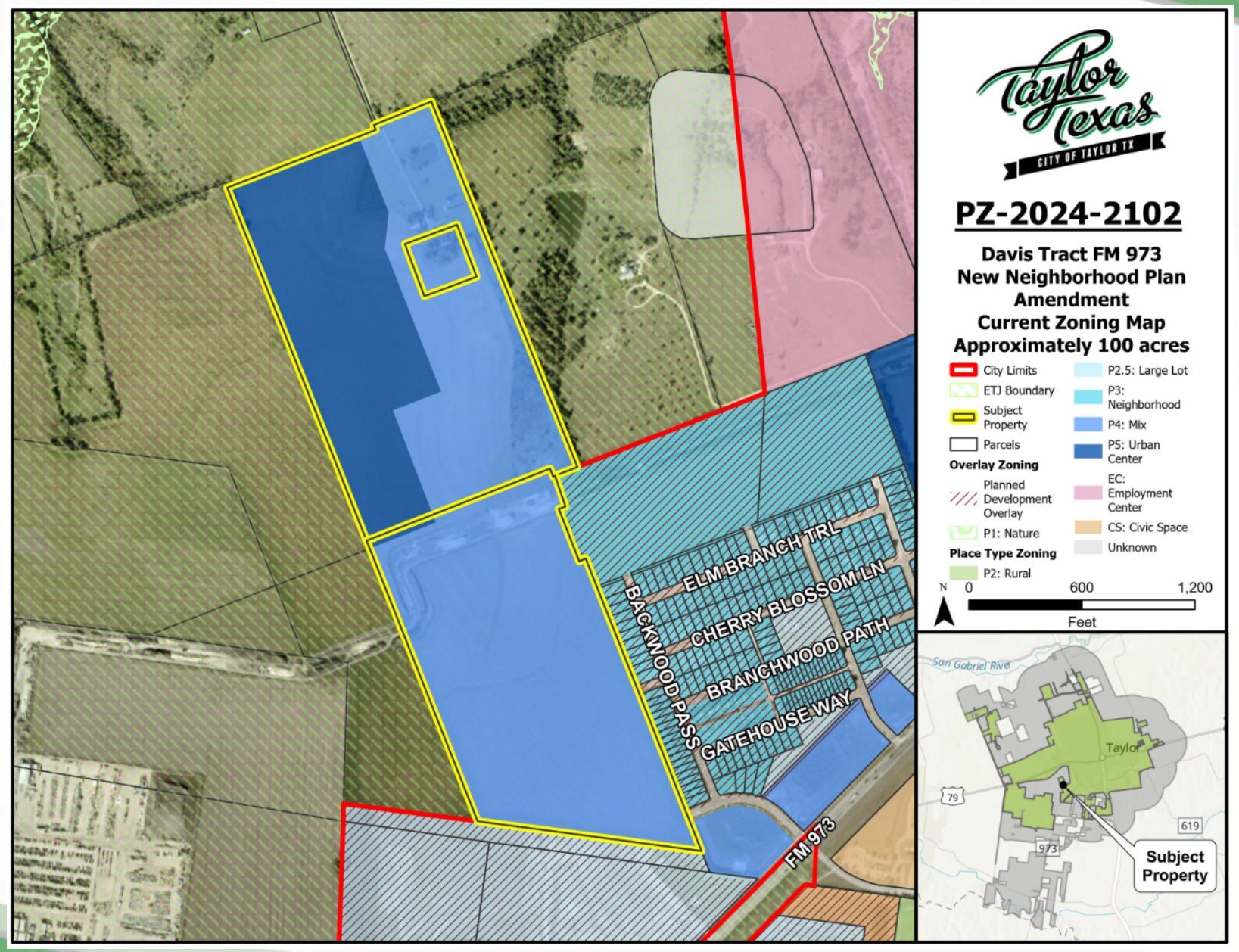
Growth Sector & Future Land Use Maps





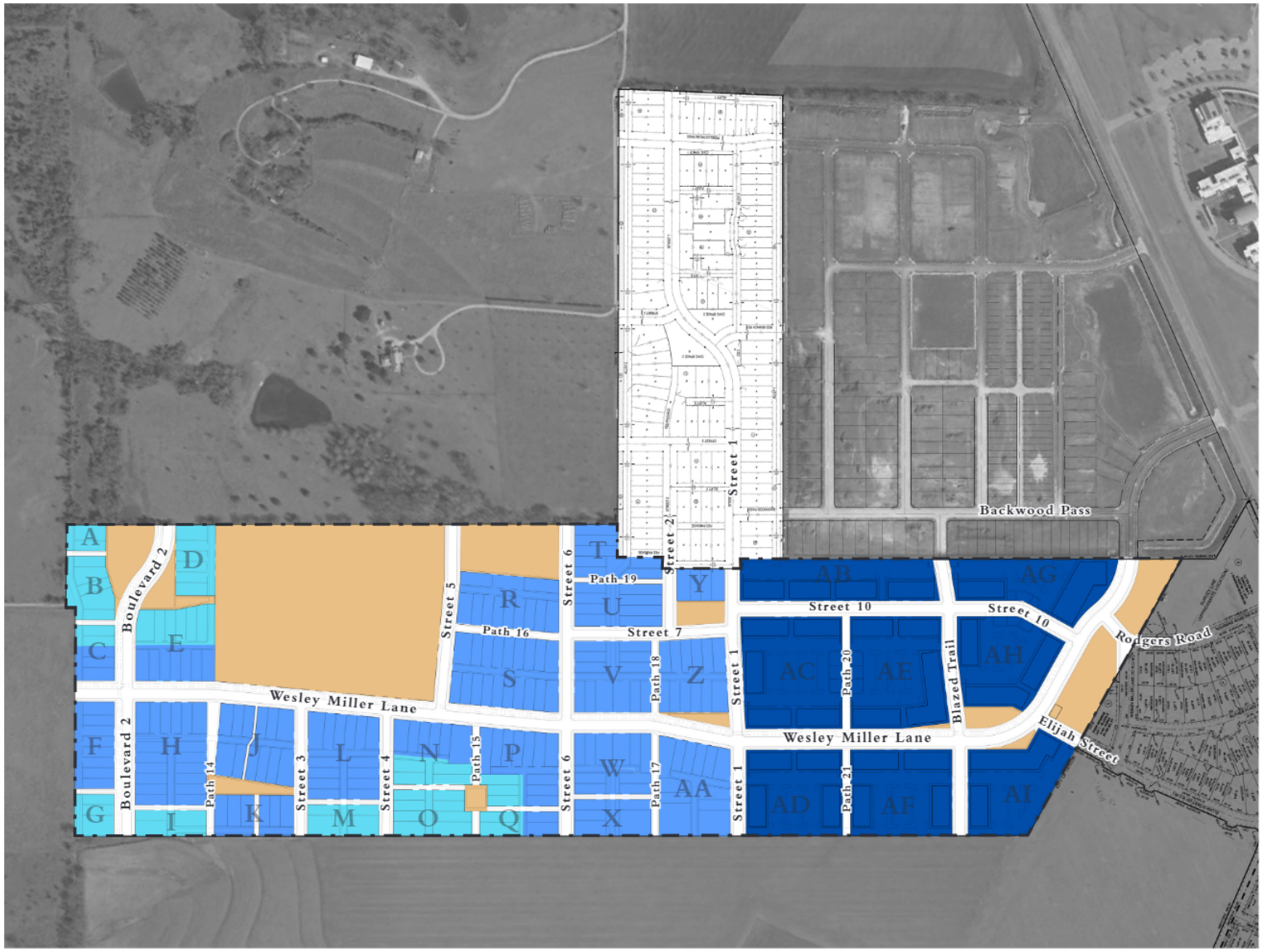
Taylor Texas
CITY OF TAYLOR TX

Existing Zoning Map



Regulating Plan

REGULATING PLAN



Key

- Subject Property
- P3
- P4
- P5
- CS

General Standards

1. *A Warrant is recommended to allow for a P1 (Nature) ratio of zero percent (0%) given that the subject property is neither adjacent to nor includes land which falls within the LDC's definition of Nature (lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. P1 is intended to preserve areas that contain sensitive habitats, active or passive open spaces, parks and limited agriculture uses. Nature includes floodplains, creeks tributaries and other waterways.).*
2. *A Warrant is recommended to allow for a lower ratio of P4 (Mix) given that the subject property dedicates a 12-acre site for a public school—a facility which will benefit the community at large. With the school site, the subject property generously exceeds the minimum requirements for civic space allocation percentages.*

Illustrative Master Plan

ILLUSTRATIVE MASTER PLAN WITH PROGRAM SUMMARY



Key

Subject Property

Residential

Single-Family Detached	235 Units
Subtotal Single-Family	**235 Units**
Large Multi-Family (16 Buildings)	384 Units
Thin Buildings	12 Units
Subtotal Multi-Family	**396 Units**
Total Residential	**631 Units**

Non-Residential

Commercial	151,000 SF
Hotel	100 Keys

Proposed Warrants/Variances

i. A Warrant is recommended to allow for a P1 (Nature) ratio of zero percent (0%) or 0 acres instead of the required five percent (5%) or 5 acres, given that the subject property is neither adjacent to nor includes land which falls within the LDC's definition of Nature (lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation).

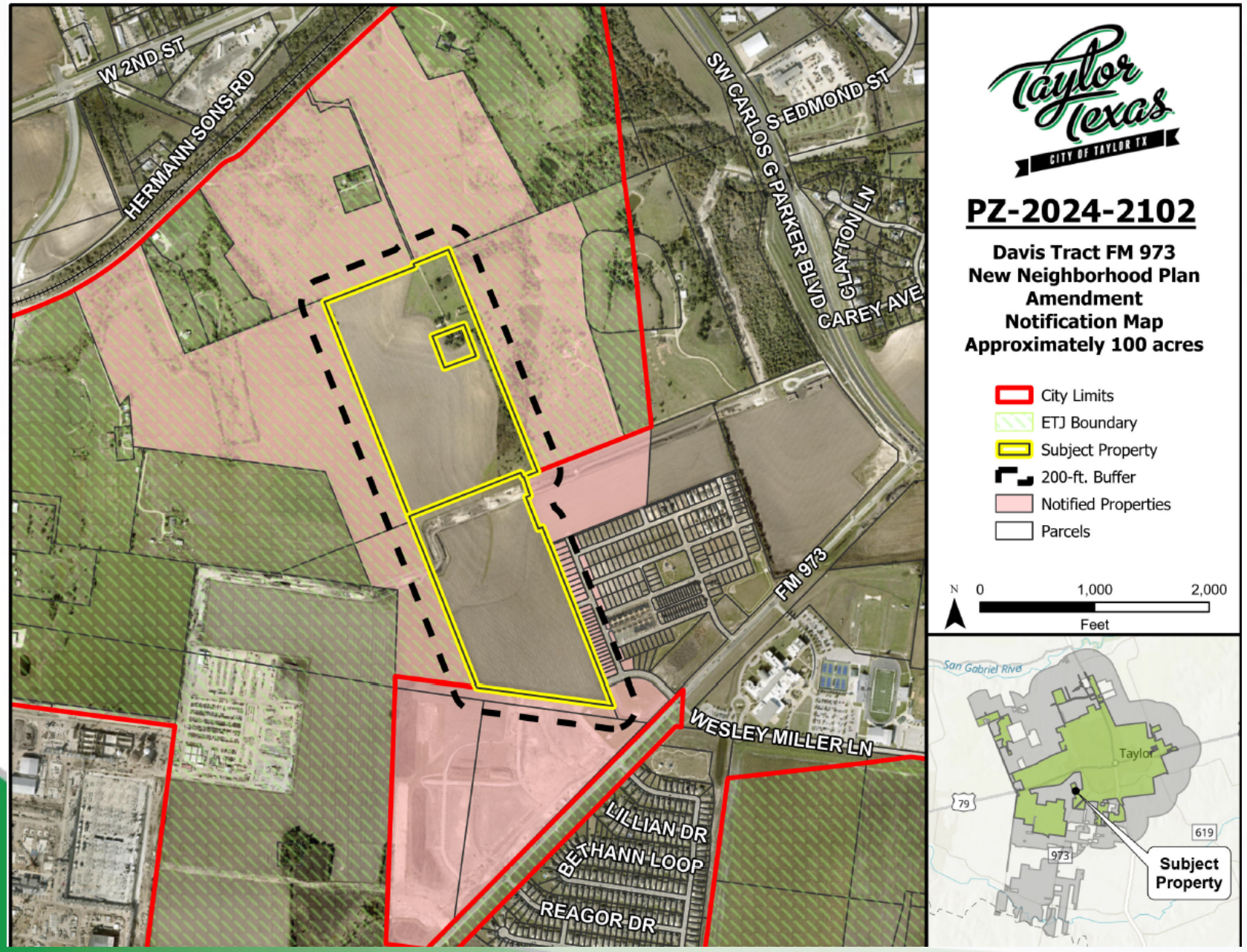
ii. A Warrant is recommended to allow for a lower P4 (Mix) ratio of 35.7% or 27.7 acres instead of the required 40-60% or 40 to 60 acres, given that the subject property dedicates a 12-acre site for a public school—a facility which will benefit the community at large. With the school site, the subject property generously exceeds the minimum requirements for civic space allocation percentages.

iii. A warrant is recommended for Block AB to allow for a block length longer than 800 feet,(without being divided by a pedestrian Front Thoroughfare or Civic Space along that length. The previously approved in the Davis Tract -Phase 2 PD standards allowed for a maximum block length of 800 feet long but only if it is divided by a pedestrian Front Thoroughfare or Civic Space along that length) given that the already in place Block size exceeds this maximum and additional thoroughfare connections are impractical.

iv. A warrant is recommended to allow for a 282-foot minimum horizontal inside radius on Community Boulevards to allow for walkable streets with commercial frontage, where pedestrian activity is the highest.

v. A Variance is recommended to allow for Block length standards which conform to those prescribed in the previously approved Davis Tract – Phase 2 PD Standards. These Block length standards are as follows: Blocks shall be a maximum of 600 feet in any direction. Blocks shall be bounded by vehicular Front Thoroughfares. A Block may be a maximum of800 feet long if it is divided by a pedestrian Front Thoroughfare or Civic Space along that length.

Notification Map



- 13 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received zero (0) responses in opposition or approval of the request from the notified parties.

P&Z Recommendation

At their September 10, 2024, meeting the Planning & Zoning Commission recommended **Approval** of the proposed Neighborhood Plan referred to as Davis Tract Phase Two Amendment with the stipulated warrants and variances.

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Quality of Life

Agenda Item Number: 5.

Agenda Title: **Consider approval of Resolution R24-27 appointing the City Manager as administrator of the HOME Program.**

Council Action to be Taken: Approve resolution

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE / DESCRIPTION

In January, 2019 Council approved a resolution (R19-08) naming Assistant City Manager, Tom Yantis, as the representative in matters pertaining to the city participation in the HOME competitive awards with the Texas Department of Housing and Community Affairs program. This item is to replace Tom Yantis as the designated representative with Brian LaBorde, City Manager.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

See above.

3. PROS and CONS

PROS	CONS
• Ensures no lapse in authorized signatures for the HOME Program	• None

4. RECOMMENDATION

Approve resolution

5. FUNDING SOURCE

N/A

6. TIMELINE

Previous resolution passed in January 2019.

7. OTHER OPTIONS

8. ATTACHMENTS

1. Resolution R24-27 appointing City Manager as Administrator of HOME program

RESOLUTION R24-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AUTHORIZING THE CITY MANAGER, BRIAN LABORDE, TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE HOME PROGRAM RESERVATION SYSTEM WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.

WHEREAS, the City Council of the City of TAYLOR desires to continue to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income.

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

1. That the City directs and designates the City Manager, Brian LaBorde, as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with the City's HOME RSP Application Agreement number 2024-0043 and/or any contract number associated with the HOME RSP System and all City's participation in the HOME Program, including execution of all documents pertaining to City's current HOME Reservation System Participant Agreement and future HOME agreements.

Passed and approved this 24th day of October, 2024.

_____
Dwayne Ariola, Mayor

ATTEST:

_____
Lucy Aldrich, City Clerk

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Quality of Life Economic Vitality

Agenda Item Number: 6.

Agenda Title: **Consider approval of a purchase order Dell Financial Services for the purchase of replacement computers approved in the FY24-25 Budget.**

Council Action to be Taken: Approve Purchase Order

Department Submitted: Internal Service

Staff Contact: Nicole Oman, Director

1. PURPOSE / DESCRIPTION

We are seeking approval of a Purchase Order in the amount of $81,200.00 to Dell Financial Services for the purchase of computers and hardware that are on the replacement schedule approved in the FY 24-25 department budgets for the FY 24-25 Budget. These will be purchased on the DIR Contract DIR-TSO-3763.

- Cemetery
- City Clerk
- City Council
- City Management
- Development Services
- Finance
- Fire Department
- Human Resources
- Library
- Municipal Court
- Parks and Recreation
- Streets and Grounds
- Police Department
- Utility Admin
- Utility Maintenance
- WWTP

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On September 12, 2024, Council approved the FY24-25 budget, Ordinance No. 2024-36 including replacing computers within each department's budgets for the FY24-25 budget.

3. PROS and CONS

PROS	CONS
• Improve the quality and efficiency of service provided to the citizens. • Increase reliability and disruptions to operations. • Ensure consistent performance and that systems remain protected with up-to-date security measures.	•

4. RECOMMENDATION

Staff recommends approval of a Purchase Order to Dell Financial Services

5. FUNDING SOURCE

Funds are available and approved in the FY24-25 Budget

6. TIMELINE

A Purchase Order will be issued after approval.

7. OTHER OPTIONS

Accept or reject any or all the recommendations.

8. ATTACHMENTS

1. Computer Replacements FY24-25

COMPUTER REPLACEMENT FY 24-25

DEPARTMENT	DESCRIPTION	24-25	GL LINE
CEMETERY	DELL VOSTRO NOTEBOOK 5490	$ 1,600	370-761-267
CEMETERY		$ 1,600	
CITY CLERK	MICROSOFT SURFACE PRO	$ 1,600	100-505-267
CITY CLERK	DELL OPTIPLEX 5080	$ 1,200	100-505-267
CITY CLERK		$ 2,800	
CITY COUNCIL	MICROSOFT SURFACE PRO	$ 1,600	100-500-267
CITY COUNCIL	MICROSOFT SURFACE PRO	$ 1,600	100-500-267
CITY COUNCIL	MICROSOFT SURFACE PRO	$ 1,600	100-500-267
CITY COUNCIL	MICROSOFT SURFACE PRO	$ 1,600	100-500-267
CITY COUNCIL	MICROSOFT SURFACE PRO	$ 1,600	100-500-267
CITY COUNCIL		$ 8,000	
CITY MANAGEMENT	MICROSOFT SURFACE PRO	$ 2,000	100-501-267
CITY MANAGEMENT	MICROSOFT SURFACE PRO	$ 2,000	100-501-267
CITY MANAGEMENT		$ 4,000	
DEVELOPMENT SERVICES	MICROSOFT SURFACE PRO	$ 1,600	100-522-267
DEVELOPMENT SERVICES	MICROSOFT SURFACE PRO	$ 1,600	100-522-267
DEVELOPMENT SERVICES	MICROSOFT SURFACE PRO	$ 1,600	100-522-267
DEVELOPMENT SERVICES	MICROSOFT SURFACE PRO	$ 2,000	100-522-267
DEVELOPMENT SERVICES	MICROSOFT SURFACE PRO	$ 1,600	100-522-267
DEVELOPMENT SERVICES		$ 8,400	
FINANCE	MICROSOFT SURFACE PRO	$ 1,600	100-512-267
FINANCE	MICROSOFT SURFACE PRO	$ 1,600	100-512-267
FINANCE	MICROSOFT SURFACE PRO	$ 1,600	100-512-267
FINANCE		$ 4,800	
FIRE DEPARTMENT	MICROSOFT SURFACE PRO	$ 1,600	100-542-267
FIRE DEPARTMENT	MICROSOFT SURFACE PRO	$ 1,600	100-542-267
FIRE DEPARTMENT	MICROSOFT SURFACE PRO	$ 1,600	100-542-267
FIRE DEPARTMENT	DELL LATITUDE 7220	$ 1,600	100-542-267
FIRE DEPARTMENT	DELL OPTIPLEX 5270	$ 1,500	100-542-267
FIRE DEPARTMENT	OPTIPLEX 3080	$ 1,500	100-542-267
FIRE DEPARTMENT	DELL OPTIPLEX 3070	$ 1,500	100-542-267
FIRE DEPARTMENT	DELL OPTIPLEX 5480	$ 1,500	100-542-267
FIRE DEPARTMENT	OPTIPLEX 7480	$ 1,500	100-542-267
FIRE DEPARTMENT	DELL OPTIPLEX 5480	$ 1,500	100-542-267
FIRE DEPARTMENT		$ 15,400	
HR	MICROSOFT SURFACE PRO	$ 1,600	100-504-267
HR		$ 1,600	
LIBRARY	MICROSOFT SURFACE PRO	$ 1,600	100-532-267
LIBRARY	DELL OPTIPLEX 3070 ** replace with more speed	$ 1,200	100-532-267
LIBRARY	HP COMPAQ 4300 PRO	$ 950	100-532-267
LIBRARY	HP PRODESK 400 G4	$ 950	100-532-267

LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	HP PRODESK 400 G4	$	950	100-532-267
LIBRARY	SERVER ROOM	$	950	100-532-267
LIBRARY	DELL OPTIPLEX 3060	$	950	100-532-267
LIBRARY	DELL OPTIPLEX 3060	$	950	100-532-267
LIBRARY		$	950	100-532-267
LIBRARY		$	18,950	
MUNICIPAL COURT	MICROSOFT SURFACE PRO	$	1,500	125-626-267
MUNICIPAL COURT	MICROSOFT SURFACE PRO	$	1,500	125-626-267
MUNICIPAL COURT	MICROSOFT SURFACE PRO	$	1,500	125-626-267
MUNICIPAL COURT	MICROSOFT SURFACE PRO	$	1,500	125-626-267
MUNICIPAL COURT		$	6,000	
PARKS & RECREATION	MICROSOFT SURFACE PRO	$	1,500	100-565-267
PARKS & RECREATION	DELL OPTIPLEX 5060 * Laptop request	$	1,500	100-565-267
PARKS & RECREATION		$	3,000	
POLICE	DELL OPTIPLEX 5060	$	1,800	100-552-267
POLICE	DELL OPTIPLEX 5060	$	3,500	100-552-267
POLICE	MICROSOFT SURFACE PRO 7	$	3,500	100-552-267
POLICE	MICROSOFT SURFACE PRO 7	$	3,500	100-552-267
POLICE	DELL OPTIPLEX 5080	$	1,500	100-552-267
POLICE	DELL OPTIPLEX 5080	$	1,500	100-552-267
POLICE	DELL OPTIPLEX 5080	$	1,600	100-552-267
POLICE	DELL OPTIPLEX 5080	$	1,500	100-552-267
POLICE	DELL VOSTRO LAPTOP	$	2,000	100-552-267
POLICE	DELL VOSTRO	$	1,200	100-552-267
POLICE		$	23,100	
STREETS & GROUNDS	MICROSOFT SURFACE PRO	$	1,200	100-563-267
STREETS & GROUNDS	HP PRODESK 600	$	1,200	100-563-267
STREETS & GROUNDS	HP PRODESK 600	$	1,500	100-563-267
STREETS & GROUNDS	MICROSOFT SURFACE PRO	$	1,500	100-563-267
STREETS & GROUNDS	DELL OPTIPLEX 7090	$	1,200	100-563-267
STREETS & GROUNDS		$	6,600	
UTILITY ADMIN	PANASONIC FZ-55 CF53	$	5,800	340-701-267
UTILITY ADMIN	PANASONIC FZ-55	$	5,800	340-701-267
UTILITY ADMIN	DELL OPTIPLEX 5070	$	1,500	340-701-267
UTILITY ADMIN	DELL OPTIPLEX 7090	$	1,200	340-701-267
UTILITY ADMIN		$	14,300	
UTILITY MAINTENANCE	DELL PRECISION 3440	$	2,700	340-708-267

UTILITY MAINTENANCE	DELL OPTIPLEX 5060	$	1,200	340-708-267
UTILITY MAINTENANCE	DELL OPTIPLEX 5060	$	1,200	340-708-267
UTILITY MAINTENANCE	DELL OPTIPLEX 5060	$	1,200	340-708-267
UTILITY MAINTENANCE		$	6,300	TOTAL
WWTP	DELL OPTIPLEX 3020	$	1,200	340-706-267
WWTP		$	1,200	
		$	**126,050**	

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure Quality of Life Economic Vitality

Agenda Item Number: 7.

Agenda Title: **Consider approval of the purchase of General Fund Fleet for the Fire Department, Police Department, Animal Control, Streets and Grounds, and Parks and Recreation approved in the FY24-25 Budget.**

Council Action to be Taken: Approve purchase

Department Submitted: Internal Services

Staff Contact: Nicole Oman, Director

1. PURPOSE / DESCRIPTION

The purpose of this agenda item is for approval to purchase the following.

1. Purchase City Fleet equipment and vehicles that were approved in the FY 24-25 Budget.
2. The equipment and vehicles will be purchased through various State Cooperative Boards or meet the requirements of our Purchasing Policy.
3. We are seeking approval of expenditures for the Fleet Replacements for FY 24–25 purchases in the General Fund with Use Tax up to $1,399,000.00.
    - Replacement #BT1 and #HG - Trucks 4WD Crew Cab PPV (Fire Department)
    - Replacement #12 - Polaris UTV (Fire Department)
    - Replacement #303 - Traverse unmarked (Police Department)
    - Replacement #306 - Truck 1500 4WD PPV unmarked with technology (Police Department)
    - Replacement #95 - 3/4 Truck with 6 compartment unit (Animal Control)
    - Replacement #34, #73, #519, #520 - Trailers (Streets and Grounds)
    - Replacement #514 - Mauldin MT-600 (Streets and Grounds)
    - Replacement #515 -12 yd Dump Truck (Streets and Grounds)
    - Replacement #516 - Truck 1 1/2-ton (Streets and Grounds)
    - Replacement #525 - Mower ZD1211-3-60 (Streets and Grounds)
    - Replacement #535 - Truck 1-ton 4WD (Streets and Grounds)
    - Replacement #542 - Utility Cab Tractor 4WD MX6000HSTC with Front Loader (Streets and Grounds)
    - Replacement #543 - Truck 3/4-ton 4WD (Streets and Grounds)

- Replacement #544 - 8 yd Dump Truck (Streets and Grounds)
- Replacement #548 - Truck 3/4-ton 4WD (Streets and Grounds)
- Replacement #552 - Utility Cab Tractor 4WD MX6000HSTC (Streets and Grounds)
- Replacement #567 - Groundsmaster 5910 (Streets and Grounds)
- Replacement #541 - Sand Pro 5040 Groomer (Parks and Recreation)
- Replacement #731 - Mower ZD1211-3-60 (Parks and Recreation)

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On September 12, 2024, Council approved the FY24-25 budget, Ordinance No. 2024-36 which included FY24-25 Proposed Budget Capital Improvement Program for Fleet Replacements.

3. PROS and CONS

PROS	CONS
• Improve the quality and efficiency of service provided to the citizens. • Replacing the older vehicles and equipment is needed to lower the maintenance costs on them and reduce downtime. • Increase reliability and disruptions to operations.	• n/a

4. RECOMMENDATION

The staff recommendation is to approve the purchase of Fleet for FY 24-25.

5. FUNDING SOURCE

1. Fleet for the General Fund will be funded with Sales Use Tax.

6. TIMELINE

We anticipate issuing Purchase Orders upon approval. Times of arrival will vary depending on availability.

7. OTHER OPTIONS

Accept or reject any or all the recommendations.

8. ATTACHMENTS

1. General Fund Vehicles & Equipment Replacement List FY 24-25

GENERAL FUND HIGHLIGHTS

- Vehicles/Equipment Use Tax Purchases

#	Type	Year	Make/Model	Dept. Assign.	Date Acquired	Annual	mi/ hrs	3/31/2024	24-25
FIRE DEPARTMENT									
BT1	SUV	2007	FORD EXPEDITION XLT	FS	7/5/07	6,000	mi.	76,481	$ 105,000.00
HG	SUV	2004	FORD EXPEDITION	FS	1/19/04	5,000	mi.		$ 105,000.00
12	GC	2004	EZ-GO SPORT 350 WORKHORSE GOLF CART	FS	1/23/04	50	hr.		$ 60,000.00
POLICE DEPARTMENT									
303	CR	2013	CHEVROLET IMPALA	PDI	7/15/13	10,000	mi.	94,573	$ 80,000.00
306	CR	2016	CHEVROLET IMPALA	PDI	10/13/15	18,000	mi.	132,096	$ 80,000.00
ANIMAL CONTROL									
95	PU	2007	CHEVROLET CREWCAB SINGLE CAB 3/4 TON	ACO	3/13/08	5,000	mi.	104,188	$ 89,000.00
PUBLIC WORKS - STREETS AND GROUNDS									
34	TL	1993	SHOPMADE LOWBOY 18' TRAILER	PWS					$ 5,000.00
73	TL	1993	LOWBOY 16' TRAILER	PWS					$ 5,000.00
514	CS	2001	LEE BOY TACH DISTRIBUTOR	PWS	1/1/15	50	hr.		$ 40,000.00
515	DT	2002	STERLING 7500 DUMPTRUCK 1/2 TON	PWS	1/1/02	2,000	mi.	74,466	$ 140,000.00
516	PU	2002	FORD F550 1 1/2 TON	PWS	11/1/01	3,000	mi.	65,737	$ 90,000.00
519	TL	2002	PACE CARGO TRAILER	PWS					$ 8,000.00
520	TL	2002	PACE CARGO TRAILER	PWS					$ 8,000.00
525	MW	2013	KUBOTA ZD323-60 ZERO TURN	PWS	3/29/13	200	hr.		$ 22,000.00
535	PU	2003	CHEVROLET EXT. CAB 1 TON	PWS	4/9/03	2,000	mi.	51,310	$ 70,000.00
542	TC	2004	JOHN DEERE 5220 TRACTOR LOADER (AT CEM)	PWS	3/2/04	50	hr.		$ 55,000.00
543	PU	2004	CHEVROLET EXT. CAB 1 TON	PWS	3/10/04	2,000	mi.	45,988	$ 75,000.00
544	DT	2004	FREIGHTLINER 3 TON 8 yd	PWS	3/11/04	1,000	mi.		$ 125,000.00
548	PU	2005	CHEVROLET EXT. CAB 3/4 TON	PWS	8/19/05	8,000	mi.	68,605	$ 75,000.00
552	TC	2007	JOHN DEERE 5202 UTILITY TRACTOR	PWS	5/8/07	200	hr.		$ 52,000.00
567	MW	2015	TORO GROUNDMASTER 5900	PWS	7/10/15	200	hr.		$ 60,000.00
PARKS AND RECREATION									
541	TC	2004	JOHN DEERE 1200A GROOMER	TRPSC	1/29/04	50	hr.		$ 28,000.00
731	MW	2014	KUBOTA ZG227LA-60	TRPSC	12/1/14	100	hr.		$ 22,000.00
									$ 1,399,000.00

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure Quality of Life Economic Vitality

Agenda Item Number: 8.

Agenda Title: **Consider approval of the purchase of Enterprise Fund Fleet for Utility Administration, Utility Maintenance, Waste Water Treatment Plant, and Cemetery approved in FY24-25 Budget.**

Council Action to be Taken: Approve purchase

Department Submitted: Internal Services

Staff Contact: Nicole Oman, Director

1. PURPOSE / DESCRIPTION

1. Purchase City Fleet equipment and vehicles that were approved in the FY 24-25 Budget.
2. The equipment and vehicles will be purchased through various State Cooperative Boards or meet the requirements of our Purchasing Policy.
3. We are seeking approval of expenditures for the Fleet Replacements for FY 24–25 purchases in the Enterprise Funds up to $445,918.00.

- Replacement of #618 Truck (Utility Admin)
- Replacement of #130 Trailer (Utility Maintenance)
- Replacement of #612 Trailer (Utility Maintenance)
- Replacement of #620 Backhoe (Utility Maintenance)
- Replacement of #47 Backhoe (WWTP)
- Replacement of #13 ATV (Cemetery)

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On September 12, 2024, Council approved the FY24-25 budget, Ordinance No. 2024-36 which included FY24-25 Proposed Budget Capital Improvement Program for Fleet Replacements.

3. PROS and CONS

PROS	CONS

• Improve the quality and efficiency of service provided to the citizens. • Replacing the older vehicles and equipment is needed to lower the maintenance costs on them and reduce downtime. • Increase reliability and disruptions to operations.	• N/A

4. RECOMMENDATION

The staff recommendation is to approve the purchase of Fleet for FY 24-25.

5. FUNDING SOURCE

The fleet will be funded with Utility Funds.

6. TIMELINE

We anticipate issueing Purchase Orders upon approval. Times of arrival will vary depending on availability.

7. OTHER OPTIONS

Accept or reject any or all the recommendations.

8. ATTACHMENTS

1. Enterprise Funds Vehicles & Equipment Replacement List FY 24-25

ENTERPRISE FUNDS VEHICLES/EQUIPMENT

UTILITY ADMIN									
618	PU	2016	CHEVROLET 1/2 TON **SMALLER VEHICLE	UADM	7/6/16	11,000	mi.	89,926	$ 42,500.00
PUBLIC WORKS - UTILITY MAINTENANCE									
130	TL	1992	SHOPMADE UTILITY TRAILER	UM					$ 8,000.00
612	TL	1991	SHOPBUILT TRAILER	UM					$ 8,000.00
620	BH	2000	JOHN DEERE 410E BACKHOE	UM	12/4/00	100	hr.		$ 181,709.00
PUBLIC WORKS - WASTE WATER TREATMENT PLANT									
47	BH	2000	JOHN DEERE 410E BACKHOE	WWTP	6/10/00	50	hr.		$ 181,709.00
PUBLIC WORKS - CEMETERY									
13	GC	2009	YAHAMA GOLF CART	CEM	1/1/15				$ 24,000.00
									$ 445,918.00

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure

Agenda Item Number: 9.

Agenda Title: **Consider approval of Amendment No.3 to the agreement for additional construction phase engineering services with HDR, Inc., for grant funded mitigation projects.**

Council Action to be Taken: Consider approval of Amendment No.3 to agreement to perform additional construction phase engineering services for the City of Taylor for Mitigation Projects under the U.S. Department of Housing and Urban Development Block Grant Program ("CDBG-MIT") and Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF).

Department Submitted: Public Works

Staff Contact: Jim Gray, Director

1. PURPOSE / DESCRIPTION

The purpose of this agenda item is to possibly approve an amendment to add construction phase related services for the CDBG-MIT and TWDB FIF funded projects, which includes the Donna Channel, Mustang Creek, and Travis & Franklin drainage improvement projects.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The CDBG-MIT and TWDB FIF funded projects were awarded to the City in 2022. Since then, the project design documents have been completed and thus construction phase services are now fully understood. This amendment adds the following required construction phase services: field inspection services; material testing; additional site visits; community communication during construction; and special construction permitting such as Texas Department of Licensing and Regulation (TDLR), Union Pacific Railroad (UPRR), and Aquatic Resource Relocation Plan (ARRP) permitting. This modification adds an amount of $491,240.08 to the master CDBG-MIT and TWDB FIF contract. This amendment is funded entirely by the GLO and TWDB grant funds with $736,000 still remaining in grant fund contingency. This contingency may be needed if Donna and Travis & Franklin bids come in higher than the 100% engineering estimates or if there are change orders. The City also has the $3M in funds set aside if the grant funds are not sufficient to cover these projects.

3. PROS and CONS

PROS	CONS
○ This amendment is funded entirely by the GLO and TWDB grant funds with $736,000 still remaining in grant fund contingency. ○ Construction inspection, material testing, and additional site visits provide additional quality assurance and thus protection to the City that the contractor will construct the project per required plans and specifications. ○ Provides an avenue for communication with the community during construction. ○ Provides the required permit support to obtain compliance with applicable regulations.	• Reduces overall contingency within the grant funds from $1.2M to $736K. However, the project grant funding is still sufficient to deliver the projects per current projects.

4. RECOMMENDATION

Staff recommends approving Amendment No.3 to the CDBG-MIT and TWDB FIF contract in the amount of $491,240.08.

5. FUNDING SOURCE

U.S. Department of Housing and Urban Development Block Grant Program (“CDBG-MIT”) and Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF)

6. TIMELINE

Anticipated construction is expected to start in March 2025 and continue through January 2026.

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. Presentation
2. Amendment No. 3
3. Engineering Services Agreement - June 2022
4. Amendment No. 1
5. Amendment No. 2

CONSIDER APPROVAL OF AMENDMENT 3 GRANT FUNDED FLOOD MITIGATION FOR CONSTRUCTION PHASE SERVICES

City Council

City of Taylor

October 24th, 2024

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SUMMARY

- GLO-CDBG and TWDB FIF grant funded flood mitigation projects
  - Donna Channel Drainage Improvements
  - Mustang Creek Drainage Improvements
  - Travis & Franklin Streets Drainage Improvements
- Construction Phase Services Include:
  - Field Inspection Services
  - Material Testing
  - Engineer Site Observations
  - Special Construction Permitting (TDLR, ARRP, UPRR)
  - Community communication during construction

SUMMARY

- Amendment 3 is funded entirely by the GLO and TWDB grant funds
- No city funds are needed for Amendment 3
- $736,000 remaining in grant contingency funds
- Amendment 3 requests $491,240.08 for Construction Phase Services

AMENDMENT NO.3 TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on **June 1, 2022** to perform engineering services for the **City of Taylor for Mitigation Projects Under the U.S. Department of Housing and Urban Development Community Development Block Grant Program ("CDBG-MIT")**;

HDR and the City of Taylor desire to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and **City of Taylor** do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Modification No.1 (TWDB FIF Funded - TASK ORDER NO.1 – Travis and Franklin Street Drainage Improvements)

Perform additional services as described below:

M1-1 Task 7.1 – Prepare and submit Union Pacific Railroad (UPRR) permit application. This includes payment of the permit fee, which is estimated at $3,055.00.

M1-2 Task 10 – Construction Phase Services – Task 10.11 – Communication Plan - Prepare for and facilitate a meet the contractor night prior to the start of construction. Monitor the project e-mail and field, disseminate, and respond to comments and questions received from the public during construction.

M1-3 Task 10 – Construction Phase Services – Task 10.12 – Field Inspection Services - Perform part-time field services to observe the work. Part-time is estimated at an average of three hours per day throughout the duration of the project and includes the following services:

- Maintain a document management system for tracking receipt and distribution of correspondence, submittals, RFI's, change requests, and daily reports.
- Prepare construction observation reports describing the contractor's activities performed for each working day HDR's on-site representative is present on site. The report will identify materials and equipment installed, construction equipment used by the Contractor, and craft on site.
- Participate in construction progress meetings.
- Provide review of Contractor maintained red-line drawings compared to actual construction work performed.
- Provide digital photographs during the course of construction when on site.

- Track remedial actions until work is completed in accordance with the contract documents.
- Review the work performed in conformance with the Contract documents and log daily quantities for each bid item.
- Assist in the review of pay applications from the Contractor.
- Review material sourcing and delivery tickets in conformance with the Contract requirements.

M1-4 Task 10 – Construction Phase Services – Task 10.13 – Material Testing – Perform observation and testing of the following construction materials:

- Soils laboratory testing, in-place field nuclear density testing,
- Concrete compressive strength specimen sampling, testing, and reporting,
- Asphalt aggregate sampling and observation.

This work will be performed by Raba Kistner Consultants, Inc. as described in their September 3, 2024, proposal.

M1-5 Task 10 – Construction Phase Services – Task 10.14 – Additional Construction Phase Services – Site Visits - The number of site visits anticipated has increased from 8 to 12 as the construction scope includes both drainage and roadway improvements.

M1-6 Section 3.01 – Contract Limit, Fees, and Expenses

Modify the following:

Task Order 1 - $298,204.73, increase amount to $406,980.17 (increase of $108,775.44)

Modification No.2 (GLO CDBG/ FIF Funded - Task ORDER NO.3 – Bull Branch Detention / Donna Channel Improvements – Final Design, Bid, and Construction

Perform additional services as described below:

M2-1 Task 7 – Permitting – Task 7.2 – TDLR Permitting - Comply with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and TDLR Administrative Rule 68.102. Perform the project registration with TDLR, perform the plan review, and inspection for compliance with the State of Texas Architectural Barriers Act. The Public Right-of-Way Accessibility Guidelines (PROWAG) will be used as the standard to achieve compliance for all worked located within the Public Right-of-Way. This work will be performed by Altura Solutions, LLC, as described in their August 12, 2024, proposal.

M2-2 Task 10 – Construction Phase Services – Task 10.11 – Communication Plan - Prepare for and facilitate a meet the contractor night prior to the start of construction. Monitor the project e-mail and field, disseminate, and respond to comments and questions received from the public during construction.

M2-3 Task 10 – Construction Phase Services – Task 10.12 – Field Inspection Services - Perform part-time field services to observe the work. Part-time is estimated at an average of three hours per day throughout the duration of the project and includes the services previously described under M1-3 above.

M2-4 Task 10 – Construction Phase Services – Task 10.13 – Material Testing – Perform observation and testing of the following construction materials:

- Soils laboratory testing, in-place field nuclear density testing,
- Reinforcing steel observations,
- Concrete compressive strength specimen sampling, testing, and reporting,
- Drilled pier observations,
- Structural steel observations,
- Asphalt aggregate sampling and observation.

This work will be performed by Raba Kistner Consultants, Inc. as described in their September 3, 2024, proposal.

M2-5 Task 10 – Construction Phase Services – Task 10.14 – Additional Construction Phase Services – Site Visits - The number of site visits anticipated has increased from 30 to 40 as the construction duration has increased and project scope includes structural bridge and retaining wall components and increased concrete work.

M2-6 Section 3.01 – Contract Limit, Fees, and Expenses

Modify the following:

Task Order 3 – $536,326.19 (as modified in Amendment No.2), increase amount to $827,180.08 (increase of $290,853.89)

Modification No.3 (GLO CDBG Funded – TASK ORDER NO.4 – Mustang Creek Regional Detention / Drainage Improvements

Perform additional services as described below:

M3-1 Task 7.2 – Aquatic Resource Relocation Plan (ARRP) - Prepare Aquatic Resource Relocation Plan (ARRP), perform required relocations, and submit required documentation and obtain approval from TPWD. Four native freshwater mussel species and a total of 134 specimens were observed in the initial mussel survey completed on September 8, 2023. None of the species observed have a listing status with USFWS or TPWD. As a result of the above findings, additional TPWD permitting efforts were identified.

M3-2 Task 10 – Construction Phase Services – Task 10.11 – Field Inspection Services - Perform part-time field services to observe the work. Part-time is estimated at an average of three hours per day throughout the duration of the project and includes the services previously described under M1-3 above.

M3-3 Task 10 – Construction Phase Services – Task 10.12 – Additional Construction Phase Services – Site Visits – The number of site visits anticipated has increased from 8 to 12 as additional site visits have been identified to observe specialized rock riprap installation.

M3-4 Section 3.01 – Contract Limit, Fees, and Expenses

Modify the following:

Task Order 4 - $412,076.83, increase amount to $503,687.58 (increase of $91,610.75)

Modification No.4

This modification modifies the total contract amount.

M4-1 Section 3.01 – Contract Limit, Fees, and Expenses

Modify the following

Total $1,703,602.70 (as modified in Amendment No.2), increase to $2,194,842.78 (increase of $491,240.08)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")	City of Taylor
By:_____	By:_____
Title: Senior Vice President	Title:_____
Date: 10/17/24	Date:_____

PROFESSIONAL ENGINEERING SERVICES FOR
MITIGATION PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THE City of Taylor ("City") and **HDR Engineering, Inc., Tax Identification Number 470680568** ("Provider", "Engineer", or "HDR")), each a "Party" and collectively, "the Parties," enter into the following contract as of **June 1, 2022** for professional engineering services (the "Contract") pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has applied for U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") funds, administered by the Texas General Land Office ("GLO") for damage sustained from **repetitive flooding from multiple events including May of 2015**; and

WHEREAS, the CDBG-MIT program is funded under the Housing and Urban Development, Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018, Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in Subrecipient Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Administrative and Audit Regulations" means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee's with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts. "Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

"Benchmark" or "Billing Milestone" means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

"CDBG—MIT" means the Community Development Block Grant—Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

"Contract Period" means the period of time between the effective date of a contract and its expiration or termination date.

"Deliverable" means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Federal Assurances" means Standard Form 424B (Rev. 7-97 (non-construction projects; or Standard Form 424D (Rev. 7-97 (construction projects, in **Attachment A,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04, "Certifications Regarding Lobbying – Lower Tier Covered Transactions," also in **Attachment A**, attached hereto and incorporated herein for all purposes.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "Generally Accepted Accounting Principles."

"GASB" means the Governmental Accounting Standards Board.

"General Affirmations" means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"HSP" means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/

"Non-housing" refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

"Performance Statement" means Provider's detailed project summary hereby incorporated for all purposes as **Attachment C**.

"Project" means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-MIT non-housinggrant and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines for the CDBG-MIT Program, incorporated herein by reference for all purposes in its entirety.

"Project Period" means the stated time for completion of a Project assigned by Work Order, if any.

"Prompt Pay Act" means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

"Provider" means **HDR Engineering,** selected to provide the services under this Contract, if any.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Quarterly Report" means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

"RFQ"/"RFP" means the Subrecipient's Request for Qualifications/Proposals, or the Solicitation, as defined below.

"Scope of Work" means Provider's detailed scope of work hereby incorporated for all purposes as **Attachment H.**

"Solicitation" means Subrecipient's Request for Qualifications/Proposals, including any Addenda.

"Solicitation Response" means Provider's full and complete response to the Solicitation, including any Addenda.

"State of Texas TexTravel" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Subcontractor" means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

"Subrecipient" means **City of Taylor**, a local governmental body or political subdivision that receives funds under HUD's CDBG—MIT Program for non- housing projects.

"Subrecipient Agreement" means the contractual agreement for a CDBG-MIT non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

"Technical Guidance Letter or 'TGL'" means an instruction, clarification, or interpretation of the requirements of the CDBG-MIT Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;

(c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;

(h) Time is of the essence in this Contract.

(i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G and Attachment H. Solicitation Documents; and Provider's Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for disaster recovery projects in the City of Taylor, Williamson County,Texas, as authorized under GLO Contract No. 22-083-005-D477 ("Subrecipient's Contract"), as

may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as **Attachment C** ("the Project").

Provider is responsible for obtaining Subrecipient's most current performance statement and Implementation Schedule, Budget ("Subrecipient's Documents"), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.

No work may begin and no charges may be incurred prior to the effective date of Subrecipient's Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient's Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

MONTHLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:

MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachment H** of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

FINAL DOCUMENTATION: By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, **"as built"** report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date of award and shall terminate after closing of project with GLO. Any extensions will be subject to terms and conditions mutually agreeable to both parties.

2.02 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

2.03 TERMINATION OF AGREEMENT FOR CAUSE

If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, and the Firm fails to cure within a commercially reasonable cure period, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2.04 TERMINATION FOR CONVENIENCE OF THE CITY/COUNTY

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

2.05 CHANGES

The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

2.06 RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

2.07 PERSONNEL

a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2.08 ASSIGNABILITY

The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

2.09 REPORTS AND INFORMATION

The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

2.10 RECORDS AND AUDITS

The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

2.11 *FINDINGS CONFIDENTIAL*

All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

2.12 COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

2.13 *COMPLIANCE WITH LOCAL LAWS*

The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

2.14 CONFLICTS OF INTEREST

a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

2.15 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2.16 EQUAL OPPORTUNITY CLAUSE (APPLICABLE TO CONTRACTS AND SUBCONTRACTS OVER $10,000).

- The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

2.17 CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2.18 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

2.19 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

2.20 AGE DISCRIMINATION ACT OF 1975

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2.21 BYRD ANTI-LOBBING AMENDMENT (31 U.S.C. 1352) (IF CONTRACT GREATER THAN OR EQUAL TO $100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

2.22 EXTENT OF AGREEMENT

This Agreement, which includes Parts I-VIII, and Attachments A - H represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated on a negotiated fee basis, for a not to exceed 15% for the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. Shall be reimbursable in increments as shown in the Benchmarks in **Attachment C** for the type of work to be performed. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Post-award services to be provided for Engineering Scope as defined in **Attachment H** to be completed at maximum amounts as listed below:

Texas Water Development Board Flood Infrastructure Fund

Task Order 1 - $298,204.73

Task Order 2 - $364,993.31

GLO CDBG-MIT

Task Order 3 - $456,326.19

Task Order 4 - $412,076.83

Total **$ 1,531,601.06** amount. (To be amended and added with funding.)

Reimbursement for services may be requested based on the Benchmarks**,** according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04** above.

At a minimum, invoices must clearly reflect:

(a) Provider's Contract Number;

(b) Service Period

(c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;

(d) the current amount being billed;

(e) the cumulative amount billed previously;

(f) the balance remaining to be billed; and

(g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs

incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

Not-To-Exceed Draw Percentages	
Milestones	**Engineering Funds**
Engineering Contract Executed	30%
100% Design Approval	60%
Bid Advertisement	70%
Construction Notice to Proceed	85&
As-Built Plans/COCC/FWCR	100%

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Housing and Urban Development, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123) enacted on February 9, 2018. It is to mitigate disaster risk and reduce future losses, and allow grantees the opportunity to transform state & local planning, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2015, 2016 & Hurricane Harvey (2017) Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Fulfillment of the Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non- compliance.

(b) All participants in the CDBG-MIT grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.

(c) The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:

https://www.bpn.gov/ccr/

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

(a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

(b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to anythird party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

(a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

(c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract**, REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PROVIDER'S PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

(a) withholding of income taxes, FICA, or any other taxes or fees;
(b) industrial or workers' compensation insurance coverage;
(c) participation in any group insurance plans available to employees of the State of Texas;
(d) participation or contributions by the State to the State Employees Retirement System;
(e) accumulation of vacation leave or sick leave; or
(f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient
City of Taylor
400 Porter St.
Taylor, TX 76574
Attention: Brian LaBorde, City Manager

Provider
HDR Engineering, Inc.
4401 West Gate Blvd, Suite 400
Austin, Texas 78745-1469
Attention: Kelly Kaatz, Senior Vice President

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Williamson County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising from or relating to determining the party responsible for any disallowed costs as a result of noncompliance with federal, state, or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be submitted to mediation. Any mediation ruling shall become final and binding 60 days after being signed unless the parties agree in writing to submit the claim to another dispute resolution process or either party gives written notice of intent to submit the claim to a court of competent jurisdiction. If a mutually agreeable resolution cannot be reached through mediation within a period of 90 days, then either party may initiate the provisions above for resolution.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

8.18 REQUIRED CONTRACT PROVISIONS FOR CONTRACTS USING FEDERAL FUNDS

Attachment F

8.19 CERTIFICATE OF INTEREST PARTIES

Provider shall visit https://www.ethics.state.tx.us/filinginfo/1295/ and fill out Certificate of Interested Parties (FORM 1295) **Attachment G.**

SIGNATURE PAGE FOLLOWS

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on this 27th day of May, 2022.

City of Taylor

BY: B. LaBorde
(Subrecipient's Authorized Representative)

Brian LaBorde
(Printed Name)

City Manager
(Title)

BY:
(HDR Engineering, Inc.)

Todd Warrix
(Printed Name)

Associate Vice President
(Title)

0MB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEA SE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency . Further, certain Federal assistance 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 firm, I certify that the firm:

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 assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, *or* change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. 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.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 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).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination . 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. §§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. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975. as amended (42 U.S.C. §§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 (PL 91-616), as amended, relatin g 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 Act of 1968 (42 U.S.C. §§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, U) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the 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.

13. 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.

14. Will comply 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.

15. 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).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. 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.).

18. 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."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Associate Vice President
APPLICANT ORGANIZATION	**DATE SUBMITTED**
HDR Engineering, Inc	05/27/2022

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) 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 in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

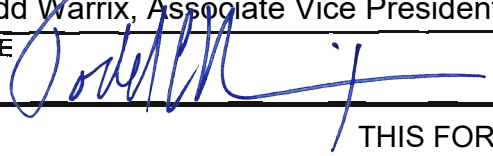
Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Todd Warrix, Associate Vice President

SIGNATURE	DATE
	May 27, 2022

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application ☐ b. initial award c. post-award	☐ a. initial filing ☐ b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity In No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.

3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.

4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.

7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (https://www.sam.gov/), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.

11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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Attachment C

Performance Statement

To Be Determined and Added once funding has occurred & contract is approved between state and entity

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq*.);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq*.); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq*.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq*.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.)*, particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Subrecipient, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Subrecipient notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the Subrecipient shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the Subrecipient and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the Subrecipient shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the Subrecipient to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The Subrecipient's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the Subrecipient with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Subrecipient to evidence the endorsement of the Subrecipient as an additional insured on all policies, and the certificate(s) must reference the related Subrecipient Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

written notice to the Subrecipient, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Subrecipient reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the Subrecipient alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)
$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
$1 MILLION CSL AUTOMOBILE INSURANCE
$1 MILLION ERRORS AND OMISSIONS
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- $1 MILLION EACH ACCIDENT
- $1 MILLION DISEASE EACH EMPLOYEE
- $1 MILLION DISEASE POLICY LIMIT
STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

(a) be submitted the Subrecipient;
(b) prominently display "Subrecipient Contract No. XXXXXX
(c) Name the Subrecipient and the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

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REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY) 5/23/2022

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

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

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : Lloyds of London	
INSURED 1429583	HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	**INSURER B :**	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES * **CERTIFICATE NUMBER:** 18561306 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P001412200	6/1/2022	6/1/2023	PER CLAIM: $1,000,000 AGGREGATE: $1,000,000	

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

CDBG-MIT & FIF DRAINAGE IMPROVEMENTS PROJECT. PM BRYAN MARTIN

CERTIFICATE HOLDER

18561306
CITY OF TAYLOR
ATTENTION: ROCIO LOPEZ
400 PORTER ST.
TAYLOR TX 76574

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

Joyce M Agnello

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This endorsement, effective: 06/01/2022 12:01 A.M.

Forms a part of policy no.: P001412200

Issued to: HDR, Inc

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person orther employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown in Item 1. of Declarations.
2. **Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2022

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Liberty Mutual Fire Insurance Company 23035 INSURER B : Ohio Casualty Insurance Company 24074 INSURER C : Liberty Insurance Corporation 42404 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W24807688 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	TB2-641-444950-032	06/01/2022	06/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-042	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	EUO(23)57919363	06/01/2022	06/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-012	06/01/2022	06/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

City of Taylor
Attn: Rocio Lopez
400 Porter St.
Taylor, TX 76574

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project Description: CDBG-MIT & FIF Drainage Improvements Project. PM Bryan Martin.

Additional Insured: The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents.

Waiver of Subrogation: The Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): **All locations owned by or rented to the Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Policy Number: TB2-641-444950-032

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **All construction projects not located at premises owned, leased or rented by a Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Policy Number TB2-641-444950-032
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number: AS2-641-444950-042
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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POLICY NUMBER: TB2-641-444950-032

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done un der a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-012 Effective Date 06/01/2022 Premium
$

Issued to:HDR Engineering, Inc.

WC 00 03 13
Ed. 4/1/1984

© 1983 National Council on Compensation Insurance, Inc.

Policy Number TB2-641-444950-032
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement	As required by written contract or written agreement	30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Policy Number AS2-641-444950-042
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement		30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		**30**

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-012 Effective Date 06/01/2022 **Premium $**

Issued to HDR Engineering, Inc. **Endorsement No.**

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REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

Italics – Explanatory; NOT CONTRACT LANGUAGE

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p, 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11))
>$10,000	*B) All contracts in excess of $10, 000 must address termination for cause and for convenience by the non-• Federal entity including the manner by which it will be affected and the basis for settlement.* **Termination for Cause:** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. **Termination for Convenience of the City/County:** City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.	2 CFR 2:00 APPENDIX ll (B)

>$50,000	*(A) Contracts for more than $50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate*. Use the following language for contracts > $50,000: **Resolution of Program Non-compliance and Disallowed Costs:** In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.	2 CFR 200 APPENDIX II (A)
Equal Opportunity Clause for Construction Contracts > $10K, including administration & engineering contracts associated with construction contracts.		
≥$10,000	2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." **§60-1.4(b) Equal opportunity clause:** *(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract. loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:* During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled , terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however. That in the event a contractor becomes involved in. or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations. and relevant

	orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11. 2015]	
CONSTRUCTION CONTRACTS		
>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	*Federal labor standards provisions include:* 1. *Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);* 2. *Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and* 3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)*	

>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)* (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations {29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations {29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency	2 CFR 200 APPENDIX II (D)
≥$100,000	(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>$100,000	(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	*2 CFR 200 APPENDIX II (G)*

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-892094

Date Filed:
05/27/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HDR Engineering, Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22-083-005-D477
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HDR, Inc.	Omaha, NE United States	X	
Keen, Eric	Omaha, NE United States	X	
O'Reilly, Charles	Boston, MA United States	X	
Meysenburg, Galen	Omaha, NE United States	X	
LeCureux, David	Omaha, NE United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Mark D. Borenstein, and my date of birth is 09/06/72.

My address is 710 Hester's Crossing, Suite 150 (street), Round Rock (city), TX (state), 78681 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 27th day of May (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED 2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS 2
ENGINEERING SERVICES 2

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

(a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.

(b) Provide monthly project status updates.

(c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

(a) Assist with the development of grant applications, as necessary.

(b) Provide all project information necessary to ensure timely execution of the environmental review.

(c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:

i. Cross sections/elevations

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 25%

xii. Schedules for design, permitting, acquisition and construction

(d) Design surveying, topographic and utility mapping.

(e) Perform subsurface explorations for project sites, as necessary.

(f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.

(g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.

(h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.

(j) Prepare plans and profiles, including vertical design information for the selected alternative.

(k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.

(l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal

descriptions of parcels to be acquired.

(m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

(a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

i. Cross sections/elevations

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 20%

xii. Schedules for design, permitting, acquisition and construction

(b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.

(c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or

files associated with the completed design documents.

(e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

(a) Submit appropriate items and support subrecipient in the development of complete bid package.

(b) Prepare and assist subrecipient in the advertisements for bid solicitation.

(c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

(d) Attend and support subrecipient at pre-bid conference and bid opening.

(e) Support subrecipient with ongoing communication during bid process.

(f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.

(g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.

(h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

(a) Ensure delivery of subrecipient project in accordance with contract.

(b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.

(c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.

(d) Provide periodic and final inspections and tests reports, as required for the project.

(e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.

(f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.

(g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.

(h) Obtain independent cost estimates for validation purposes, as required.

(i) Review and respond to requests for information/clarification.

(j) Support subrecipient with issue identification and claims resolutions.

(k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.

(l) Develop a final "as built" report of quantities, drawings, and specifications.

(m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.

(n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.

(o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.

(p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.

(q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).

(r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

(a) Provide Geotechnical Investigations as may be required for a project.

(b) Provide Detailed Surveying as may be required for a project.

(c) Provide Site Specific Testing as may be required for a project.

(d) Provide Archeological Studies as may be required for a project.

(e) Provide Planning Studies as may be required for a project.

(f) Provide Feasibility Studies as may be required for a project.

(g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).

(h) Provide Phase I and Phase II environmental site assessments as requested.

ENGINEERING SERVICES

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

TASK ORDER NO.1 – Travis and Franklin Street Drainage Improvements

TASK ORDER NO.2 – Bull Branch Detention / Donna Channel Improvements – Preliminary Design

GLO CDBG-MIT

TASK ORDER NO.3 – Bull Branch Detention / Donna Channel Improvements – Final Design, Bid, and Construction

TASK ORDER NO.4 – Mustang Creek Regional Detention / Drainage Improvements

TASK ORDER NUMBER: 1

PROJECT NAME: Travis and Franklin Street Drainage Improvements (TWDB FIFF funded)

PART 1.0 PROJECT DESCRIPTION:

Travis & Franklin Drainage Improvements

The Travis/Franklin drainage improvements consist of proposed storm drain and roadway improvements along both Travis and Franklin Streets. Each of the 29 affected properties experience localized flooding within and adjacent to the public right of way which impacts resident and emergency service access to the area. The current road section is a rural roadway with no storm sewer system or defined roadside drainage ditches. The proposed improvements would provide adequate conveyance of 25-year runoff via storm drain and remove the risk of interior inundation of structures from local flooding for the 100-year storm event. The storm drain and roadway improvements would collect localized runoff and rout to existing culverts south of the residential area. Collection and routing of the localized runoff will mitigate emergency access to Travis and Franklin Streets as well as prospective inundation of homes by local flooding runoff during the 100-year storm event.

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

Task 1 - Project Management

The project management tasks below will be performed throughout the duration of this project. The duration of this project is assumed at 35 months.

1.1 Project Startup. Establish sub-consultant scopes of work and agreements. Establish project controls, work plan, and schedule.

1.2 Team Management. HDR will manage project team for duration of project and provide project management services to control project quality, progress, and budget.

1.3 Monthly Reports. HDR will provide monthly progress reports and status updates as part of monthly invoice cycle on tasks completed, on-going and upcoming tasks, issues and challenges encountered, and budget and schedules for design, permitting, acquisition and construction in Microsoft Project format. Additional progress updates will be provided as needed at project milestones.

1.4 Status Meetings. HDR will conduct online project status meetings with the City's project sponsor. Prepare a meeting agenda for each meeting, and following each meeting, prepare meeting minutes to summarize key decisions and action items.

Task 1 Deliverables:

- Electronic PDF submittals of monthly progress reports, schedule,

meeting agendas and minutes.

Task 2 – Schematic Design and Modeling

2.1 Data Collection

Collect data from field visits, City and 3rd party sources including:

- GIS-based data
  - Most current Central Texas LiDAR terrain data
  - Buildings (available and needs refining / cleaning)
  - Road center lines (available and needs refining / cleaning)
  - Road / paved areas (buffer center lines for roadways)
  - Land Cover, Parcels or similar to assign land use and terrain roughness
  - Bridge/culvert information (available information from existing regional HEC-RAS 2D models)
- Existing storm drain information and as-builts
- H&H Data: regional HEC-RAS 2D models
- Obtain flood damage report data from the City

2.2 Pre-Project Hydrologic and Hydraulic Analysis / Model Development

- Utilize ICM model platform (allows hydrology, major pipes, and riverine systems to be combined in one model) to develop pre-project condition basin-wide model to evaluate the 2-, 10-, 25-, and 100-year storm events.
  - 2-yr typically for erosion
  - 25-yr for storm drain/pipe
  - 100-yr for surface water
- Determine depths of flooding and determine where inadequate public drainage systems result in increased flood risk to habitable structures, and roadways.
- Define key hydrologic peak flow rates within the project area and at key hydrologic junctions downstream.

2.3 Post-Project Hydrologic and Hydraulic Model Development

- Utilize ICM model platform to develop post-project condition basin-wide model to evaluate the 2-, 10-, 25-, and 100-year storm events.
- Travis & Franklin Area Evaluation – Prepare localized hydrologic and hydraulic calculations to analyze and size drainage improvements. Develop conceptual drainage improvements to convey 25-year runoff within street curbs, gutters, inlets, and storm drains; and to remove 100-year inundation of finish floor elevations of habitable structures

from localized flood runoff.

- Adverse Impact Evaluation - Proposed improvements shall not cause increase inundation on any building or roadway surface or create any additional adverse impacts upstream or downstream of the proposed improvements.

2.4 Drainage Report

Provide drainage report establishing methodology, assumptions, and summary of results.

Task 2 Deliverables

- Drainage Technical Memorandum documenting project goals and objectives, assumptions, methods, conceptual drainage improvements, pre- and post- project flood hazard (flood extent boundaries, flood structures and roadways), and no adverse impact statement.
- Open House Deliverables – Mailing list and postcards, presentation Power Point, summary of public meeting input PDF, and E-mail list of residents / stakeholders.

Task 2 Assumptions / Exclusions

- City of Taylor Drainage Design and Analysis Criteria as provided in the Engineering Manual to be followed.
- No FEMA CLOMR/LOMR included.
- Design intent is to meet drainage criteria identified in task order. Larger events can happen and flooding is still possible within the project area.

Task 3 - Design Data Collection

3.1 Topographic & Boundary Survey

Engineer will provide survey services using subconsultant Doucet. Perform field topographic, planimetric, boundary, utility surveys, office computations, 3D digital mapping, and preparation of ROW/easement acquisition documents. Surveying services for the entire project area will include the following:

- Secure right-of-entry (ROE) for surveying activities.
- Horizontal and vertical control. Horizontal control shall be based on Texas State Plane Coordinate System, North Central Zone, NAD-83. Vertical control to be based on NGVD-88. Use survey feet units.
- Locate visible utilities within the project limits.
- Generate, recover, and/or verify existing horizontal and vertical project primary control at the site, if any.
- Establish additional secondary control as needed for the project to collect data along the length of the project.
- Use iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control as applicable.
- Perform differential leveling through all the project control (primary and secondary)

to establish or extend vertical control for the project.

- Perform a topographic/design survey within the project limits (**approximately 5 acres**). The topographic/design survey includes but is not necessarily limited to: roadway, ditches, major grade breaks, culverts, culvert types and sizes, fences, driveways, mailboxes, traffic and other signs, mailbox turnouts, striping, and visible above ground utilities.
- Survey hydraulic structures within project limit and up to **4** outside project boundary, and survey crown or super elevation of roadway.
- Process the collected information and develop a DTM file and 1-foot interval contours.
- Establish locations for each tree that is eight inches in diameter and larger and note the size and species.
- Locate up to **4** soil boring locations.
- Locate SUE designated utility lines within the project limits and coordinate with SUE provider for timing of the surveying activities.
- Locate (ROW) monumentation and other evidence to reestablish the existing (ROW) lines for design purposes. The Surveyor shall perform sufficient records research from various sources to generate a property schematic of the adjoining parcels to the project. In support of the records research, The Surveyor shall perform sufficient field surveying of property corners and other evidence for boundary analysis of the affected adjoining tracts.

Task 3.1 Deliverables

- Topographic Survey – AutoCAD.dwg file with break-lines and associated files, a DTM file processed to 1.0-foot contours and the associated spot point data in ASCII format, and a list of benchmarks and project control.

3.2 Subsurface Utility Engineering (SUE) QL-B

Engineer will provide SUE services using subconsultant Rios Group. Engineer will provide SUE QL-B services immediately following project NTP, including the following tasks:

- Engineer will develop SUE QL-B Work Plan for project limits.
- Engineer will provide coordination and management of SUE subconsultant and scheduling to complete SUE work.
- Engineer will conduct SUE QL-B services including designating known utilities by conventional geophysical means crossing the proposed geotechnical locations within the project areas. Utilities that will be marked include franchise and site utilities. Engineer will mark the location of the designated lines in the field using a combination of paint and pin flags. Upon completion of the field designating activities, Engineer will prepare a field sketch of the utilities found.
- Once all known utilities are designated, Engineer will scan the project area to search for unknown utilities. These “unknowns” can be defined as: utilities not shown on available utility record drawings, not known or recollected by site personnel and have no above ground features in close proximity to the project area. In order to find unknown utilities, Engineer will perform passive and inductive sweeps of the area.

These sweeps will be conducted north to south, east to west and diagonally across the project area.

Task 3.2 Deliverables

- SUE QL-B Data (AutoCAD.dwg file and PDF)

3.3 Geotechnical Investigations

Engineer will perform a geotechnical investigation using subconsultant HVJ within the street ROW to characterize the existing pavement, underlying subgrade, and groundwater conditions for Contractor Information during bidding. Subconsultant to provide geologist or geotechnical technician to oversee and manage the sample collection and soil classification process, provide technical direction during exploration, and prepare detailed boring logs of the material encountered for the purposes of characterizing the type of excavation a contractor is expected to excavate for bidding purposes (**4 borings up to 15 feet deep**).

Task 3.3 Deliverables

- Geotechnical Investigation – Geotechnical Data Report PDF

3.4 Environmental Constraints and Permitting Requirements Analysis

a. Engineer will perform an on-site habitat evaluation.

b. Engineer will perform an environmental constraint and permitting analysis.

Task 3.4 Assumptions / Exclusions:

- There will be no work in jurisdictional waters of the U.S.
- Project corridor is not within range or nor contain suitable habitat of State or Federal Threatened and Endangered Species, therefore no environmental scope tasks are included herein to address such issues.
- Cultural resource investigations and coordination will be conducted by others.

Task 4 – Preliminary Drawings and Estimate

4.1 Drawings. Engineer will update the schematic design concepts in consideration of the design data and public comment received in Task 3. Drawings may include:

a. General Information Drawings – Cover sheet, sheet index, legends, general notes, quantities, and overall project layout map showing project limits, staging areas, access, environmental sensitive areas that should be avoided during construction, and phasing. Develop recommendation of project phasing for sequencing of bid packages and construction.

b. Drainage Area Map and Hydrologic and Hydraulic Data Tables, and special notes.

c. Storm Drain Improvement Plans - Proposed storm drain plan and profiles, typical sections, pipe sizes, inlet locations, standard details, special notes, and specifications.

d. Utility Relocation Designs - Water & Wastewater Relocation and Adjustment Plans - Proposed water distribution and wastewater collection main line relocation/adjustment plan and profile (wastewater profile only), design details, special notes, and specifications. This scope only includes required relocations or adjustments of water and wastewater and does not include system replacement and improvements of the existing water and wastewater mains and services.

e. Roadway Improvements Plans – Proposed horizontal alignment and layout, typical sections, vertical elevations, standard details, special notes, and specifications.

4.2 H&H - Engineer to update the ICM hydrologic and hydraulic model to represent the design data and preliminary design concepts. Engineer to update project hydrologic and hydraulic data and 100-year flood extents. Engineer to update the drainage report.

4.3 Cost Estimate – Engineer will develop preliminary design-level opinion of probable construction cost (OPCC). OPCC will conform to AACE Class 2 standards (low expected actual cost -15% to +5%, high expected actual cost +5% to +20%). Estimates will be developed using the latest available City average low bid unit prices, TxDOT average low bid unit costs, and other readily available regional recent project low bid unit prices.

4.4 Utility Coordination – Limited utility coordination anticipated. Engineer to coordinate with identified utilities within the project limits, which may include sanitary sewer and water improvements.

4.5 Value Engineering – Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.

4.6 Subsurface Utility Engineer (SUE) QL-A – Engineer will conduct SUE QL-A services including vacuum excavating up to **two test holes**, as requested. Engineer will contact one call prior to beginning work and attempt to designate each line prior to completing at test hole. If the line is non toneable, Engineer will dig on the one call marks. Engineer will open width of test hole one foot of each side of the center line of the one call marks attempting to expose the utility. If no utility is found this will be considered a dry hole and counted as a completed test hole.

4.7 Geotechnical Design Recommendations – Geotechnical Engineer will prepare recommendations for various design elements, including pavement design and construction recommendations per City of Taylor Engineering Manual.

Task 4 Deliverables:

- Preliminary Design Drawings in PDF format (Size: 22”x34”)

- Preliminary design OPCC in PDF format
- Preliminary Utility conflict summary and Utility Layout in PDF format
- Environmental constraints and permitting requirements assessment and cultural resources assessment documentation in PDF format.
- SUE QL-A data report PDF
- Geotechnical Design Recommendation Report PDF

Task 5 – Easement / Land Acquisition

Easement / Land Acquisition services are assumed not required.

Task 6 – Design Phase – Draft Final Plans, Specifications, and Estimate

6.1 Drawings - Engineer will develop drawings of proposed improvements in accordance with applicable City and TxDOT design criteria and specifications. Drawings may include:

a. General Information Drawings

b. Drainage Area Map and Hydrologic and Hydraulic Data Tables

c. Storm Drain Improvement Plans

d. Water & Wastewater Relocation and Adjustment Plans

e. Roadway Improvement Plans

f. Structural Details

g. Traffic Control Plans

h. Temporary Erosion & Sedimentation Control and Restoration Plan (SW3P)

6.2 H&H - Update hydrologic and hydraulic models, H&H data tables, and drainage report.

6.3 Project Manual

a. Develop Division 00 and 01 requirements and specifications

b. Engineer to provide applicable technical specifications, special provisions, and special specifications.

6.4 Cost Estimate – Engineer update opinion of probable construction cost (OPCC). OPCC to AACE Class 2 standards (low expected actual cost -15% to +5%, high expected actual cost +5% to +20%).

6.5 Utility Coordination – Limited utility coordination anticipated. Engineer to coordinate with identified utilities within the project limits, which may include sanitary sewer and water improvements.

Task 6 Deliverables

- Draft Design Drawings in PDF format (Size: 22”x34”)
- Draft Drainage Report PDF
- Draft OPCC in PDF format
- Utility contact list, tracking log, and status report in PDF format

Task 7 – Permitting

No permitting requirements are anticipated for this project.

Task 8 – Design Phase – Final PS&E

8.1 Drawings – Develop final plans for construction package incorporating previous review comments, utility coordination information, proposed easements, final hydrologic and hydraulic drainage design results, temporary traffic control plans, and final permitting information.

8.2 Final Project Manual – Provide final Project Manual for up to two construction packages.

8.3 Cost Estimate – Engineer update opinion of probable construction cost (OPCC). OPCC to AACE Class 1 standards (low expected actual cost -10% to +3%, high expected actual cost +3% to +15%).

8.4 H&H Update – Provide final H&H data and report.

8.5 Utility Coordination

a. Assist utility companies in the relocation design by providing interim over-the-shoulder reviews on their relocation design plans.

b. Review / sign-off final relocation plan (Compatibility with road/ drainage improvements, Compliance to Design Criteria Manual, Utility Accommodation).

c. Provide a finalized utility layout, conflict matrix and evidence.

Task 8 Deliverables

- 100% Design Drawings in PDF format (Size: 22”x34”)
- 100% Drainage Report PDF
- 100% Project Manual PDF
- 100% design OPCC in PDF format
- Utility sign-off PDFs

Task 9 - Bidding Phase Services

9.1 Prepare Issued for Bid contract documents. Prepare bid advertisement. It is assumed that the project will be bid digitally on CivCast and contract documents will be distributed digitally. Conduct pre-bid meeting in-person at the City. Coordinate meeting invites and agenda.

9.2 Respond to contractor questions. Prepare and post bid addenda on CivCast

9.3 Attend bid opening in-person at the City. Prepare bid tabulation, evaluate bidders, and provide letter of recommendation.

Task 9 Deliverables

- Addenda for uploading to CivCast
- Bid Tabulations in Excel
- Award recommendation letter

Task 10 – Construction Phase Services

10.1 Incorporate bid addenda into the contract documents and prepare conformed Issued for Construction contract documents.

10.2 Conduct pre-construction conference to be conducted in-person at the City. Coordinate meeting invites and agenda.

10.3 Review up to 16 submittals/shop drawings including up to 2 resubmittals each.

10.4 Respond to up to 6 RFIs.

10.5 Review up to 1 contractor change proposal requests

10.6 Develop and issue up to 1 change orders

10.7 Perform periodic project site visits (8). Conduct progress meeting before or after each site visit.

10.8 Perform substantial completion walk through and provide notice of completion.

10.9 Develop record drawings.

10.10 Provide construction contract close-out coordination and documentation.

Task 10 Assumptions / Exclusions

- Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor. Accordingly, Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the

Contract Documents.

- Engineer shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Contract Documents; however, Engineer shall report to the City any deficiencies in the work actually identified by Engineer.
- The City will be responsible for:
  - Construction management and contract administration
  - On-site inspection of the construction work
  - Materials testing per the requirements of the Contract Documents.
  - The City will review and approve Contractor payment applications.
- Engineer will not:
  - Provide post-construction professional services.
  - Provide construction staking services
  - Provide services of a Resident Project Representative (RPR)
  - Perform construction engineering, inspection, or field measurements of installed items of work.
- Record drawings to be provided one month following completion of construction and receipt of contractor as-builts. Record drawings will be based on Contractor provide as-builts.
- The construction duration for the project will be approximately 18 calendar months.

Task 10 Deliverables

- RFI responses in PDF
- Submittal/Shop Drawing reviews in PDF
- Change Order in PDF
- Substantial completion punch list in PDF
- Notices of substantial and final completion in PDF
- Record Drawings in PDR

PART 3.0 CITY'S RESPONSIBILITIES:

- Provide a point of contact for the CDBG-MIT Program.
- Provide documentation and information required for ENGINEER to perform the requested services.

PART 4.0 PERIODS OF SERVICE:

TASK ORDER NO.1

Services shall begin on the date of execution of this task order and shall terminate after three years, unless extended by mutual agreement. This task order may be terminated at any time by either party with seven days written notice.

PART 5.0 ENGINEER'S FEE:

Compensation for ENGINEER's service under this Agreement shall be on the basis of Lump Sum. The amount of the lump sum is fee Not-To-Exceed an amount of **$298,204.73.**

PART 6.0 OTHER: None

TASK ORDER NUMBER: 2

PROJECT NAME: Bull Branch Detention / Donna Channel Improvements - Preliminary Design (TWDB FIFF funded)

PART 1.0 PROJECT DESCRIPTION:

Bull Branch Detention / Donna Channel Improvements

A regional detention facility is proposed in the upper portion of Bull Branch watershed, along with Donna Channel improvements, which consist of channel improvements along the Donna Channel and storm drain improvements along Mallard Lane and Drake Lane.

Donna Channel Improvements
The Donna Channel is an existing channel located behind the residential lots west of Donna Drive and east of Davis Street / Brookwood Circle. The project will include structural improvements to the Donna Channel, including repairing existing slopes, channel banks, and retaining walls and replacing the existing cross culvert at Drake Lane with a new cross culvert. The purpose of these improvements will be to improve the structural stability of the Donna Channel and to increase the capacity of the Drake Lane culverts.

Mallard Lane and Davis Street Storm Drain Improvements
The project will include a new storm drain system beginning along Mallard Lane near Paula Lane and continuing west to either Davis Street or to the upper reaches of the Donna Channel. The purpose of the system would be to capture and divert stormwater flows into the downstream conveyance system.

Drake Lane Storm Drain Improvements
The project will include a new storm drain system along Drake Lane. This system would begin at Mildred Drive and connect at the Donna Channel cross culvert west of Donna Drive. The purpose of these improvements is to capture overland flows directed to Drake Lane and convey them in an underground drainage system to the improved Donna Channel.

Bull Branch Detention Improvements
The project will include regional detention in the upper portion of the Bull Branch watershed. The purpose will be to minimize potential impacts from the Donna Channel improvements and to reduce peak flow rates for the selected design events along Bull Branch.

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

Task 1 - Project Management

The project management tasks below will be performed throughout the duration of this project. The duration of this project is assumed at 35 months.

1.1 Project Startup. Establish sub-consultant scopes of work and agreements. Establish project controls, work plan, and schedule.

1.2 Team Management. HDR will manage project team for duration of project and provide project management services to control project quality, progress, and budget.

1.3 Monthly Reports. HDR will provide monthly progress reports and status updates as part of monthly invoice cycle on tasks completed, on-going and upcoming tasks, issues and challenges encountered, and budget and schedules for design, permitting, acquisition and construction in Microsoft Project format. Additional progress updates will be provided as needed at project milestones.

1.4 Status Meetings. HDR will conduct online project status meetings with the City's project sponsor. Prepare a meeting agenda for each meeting, and following each meeting, prepare meeting minutes to summarize key decisions and action items.

Task 1 Deliverables:

- Electronic PDF submittals of monthly progress reports, schedule, meeting agendas and minutes.

Task 2 – Schematic Design and Modeling

2.1 Data Collection

Collect data from field visits, City and 3rd party sources including:

- GIS-based data
  - Most current Central Texas LiDAR terrain data
  - Buildings (available and needs refining / cleaning)
  - Road center lines (available and needs refining / cleaning)
  - Road / paved areas (buffer center lines for roadways)
  - Land Cover, Parcels or similar to assign land use and terrain roughness
  - Bridge/culvert information (available information from existing regional HEC-RAS 2D models)
- Existing storm drain information and as-builts
- H&H Data: regional HEC-RAS 2D models
- Obtain flood damage report data from the City

2.2 Pre-Project Hydrologic and Hydraulic Analysis / Model Development

- Utilize ICM model platform (allows hydrology, major pipes, and riverine systems to be combined in one model) to develop pre-project condition basin-wide model to evaluate the 2-, 10-, 25-, and 100-year storm events.
  - 2-yr typically for erosion

- 25-yr for storm drain/pipe
- 100-yr for surface water

- Determine depths of flooding and determine where inadequate public drainage systems result in increased flood risk to habitable structures, and roadways.
- Define key hydrologic peak flow rates within the Donna Channel and at key hydrologic junctions downstream along Bull Branch.

2.3 Post-Project Hydrologic and Hydraulic Model Development

- Utilize ICM model platform to develop post-project condition basin-wide model to evaluate the 2-, 10-, 25-, and 100-year storm events.
- Donna Channel Project Area Evaluation - Prepare localized hydrologic and hydraulic calculations to analyze and size drainage improvements. Develop conceptual drainage improvements to convey 25-year runoff within street curbs, gutters, inlets, and storm drains; remove 100-year inundation of finish floor elevations of habitable structures within project area; and reduce downstream flood risks along Bull Branch.
- Adverse Impact Evaluation - Proposed improvements shall not cause increase inundation on any building or roadway surface or create any additional adverse impacts upstream or downstream of the proposed improvements.

2.4 Drainage Report

Provide drainage report establishing methodology, assumptions, and summary of results.

2.5 Neighborhood Open House

- Conduct a neighborhood open-house meeting after the schematic design and modeling tasks and present the project and solicit input from the public.
- HDR will develop a mailing list and prepare postcard notices to publicize the meeting within the project area.
- HDR will assist with logistics of preparing for the meeting including set up, presentation, and interaction with the general public.
- A summary of the project scope shall be presented followed by individual meetings with HDR staff and attendees on specific issues.
- A summary of the public meeting and the input received shall be prepared in memorandum form and provided to City staff.
- From the open-house meeting, HDR will develop an email list of residents/stakeholders.

Task 2 Deliverables

- Drainage Technical Memorandum documenting project goals and objectives, assumptions, methods, conceptual drainage improvements, pre- and post- project

flood hazard (flood extent boundaries, flood structures and roadways), and no adverse impact statement.

- Open House Deliverables – Mailing list and postcards, presentation Power Point, summary of public meeting input PDF, and E-mail list of residents / stakeholders.

Task 2 Assumptions / Exclusions

- City of Taylor Drainage Design and Analysis Criteria as provided in the Engineering Manual to be followed.
- No FEMA CLOMR/LOMR included.
- Design intent is to meet drainage criteria identified in task order. Larger events can happen and flooding is still possible within the project area.

Task 3 - Design Data Collection

3.1 Topographic & Boundary Design Survey

Engineer will provide survey services using subconsultant Doucet. Perform field topographic, planimetric, boundary, utility surveys, office computations, 3D digital mapping, and preparation of ROW/easement acquisition documents. Surveying services for the entire project area will include the following:

- Secure right-of-entry (ROE) for surveying activities.
- Horizontal and vertical control. Horizontal control shall be based on Texas State Plane Coordinate System, North Central Zone, NAD-83. Vertical control to be based on NGVD-88. Use survey feet units.
- Locate visible utilities within the project limits.
- Generate, recover, and/or verify existing horizontal and vertical project primary control at the site, if any.
- Establish additional secondary control as needed for the project to collect data along the length of the project.
- Use iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control as applicable.
- Perform differential leveling through all the project control (primary and secondary) to establish or extend vertical control for the project.
- Perform a topographic/design survey within the project limits (**approximately 33 acres**). The topographic/design survey includes but is not necessarily limited to: up to **30** Finished Floor Elevations, roadway, ditches, major grade breaks, culverts, culvert types and sizes, fences, driveways, mailboxes, traffic and other signs, mailbox turnouts, striping, and visible above ground utilities.
- Survey hydraulic structures within project limits and up to **4** outside project boundary, and survey crown or super elevation of roadway.
- Process the collected information and develop a DTM file and 1-foot interval contours.
- Establish locations for each tree that is eight inches in diameter and larger and note the size and species.

- Locate up to **8** soil boring locations.
- Locate SUE designated utility lines within the project limits and coordinate with SUE provider for timing of the surveying activities.
- Locate (ROW) monumentation and other evidence to reestablish the existing (ROW) lines for design purposes. The Surveyor shall perform sufficient records research from various sources to generate a property schematic of the adjoining parcels to the project. In support of the records research, The Surveyor shall perform sufficient field surveying of property corners and other evidence for boundary analysis of the affected adjoining tracts.

Task 3.1 Deliverables

- Topographic Survey – AutoCAD.dwg file with break-lines and associated files, a DTM file processed to 1.0-foot contours and the associated spot point data in ASCII format, and a list of benchmarks and project control.

3.2 Subsurface Utility Engineering (SUE) QL-B

Engineer will provide SUE services using subconsultant Rios Group. Engineer will provide SUE QL-B services immediately following project NTP, including the following tasks:

- Engineer will develop SUE QL-B Work Plan for project limits.
- Engineer will provide coordination and management of SUE subconsultant and scheduling to complete SUE work.
- Engineer will conduct SUE QL-B services including designating known utilities by conventional geophysical means crossing the proposed geotechnical locations within the project areas. Utilities that will be marked include franchise and site utilities. Engineer will mark the location of the designated lines in the field using a combination of paint and pin flags. Upon completion of the field designating activities, Engineer will prepare a field sketch of the utilities found.
- Once all known utilities are designated, Engineer will scan the project area to search for unknown utilities. These “unknowns” can be defined as: utilities not shown on available utility record drawings, not known or recollected by site personnel and have no above ground features in close proximity to the project area. In order to find unknown utilities, Engineer will perform passive and inductive sweeps of the area. These sweeps will be conducted north to south, east to west and diagonally across the project area.

Task 3.2 Deliverables

- SUE QL-B Data (AutoCAD.dwg file and PDF)

3.3 Geotechnical Data Report

Engineer will perform a geotechnical investigation using subconsultant HVJ to obtain data to characterize excavatability, trench, backfill, and compaction requirements, slope stability, existing pavement, underlying subgrade, and groundwater conditions. Subconsultant to provide geologist or geotechnical technician to oversee and manage the

sample collection and soil classification process, provide technical direction during exploration, and prepare detailed boring logs of the material encountered for the purposes of characterizing the type of excavation a contractor is expected to excavate for bidding purposes (**8 borings up to 20 feet deep for Donna Channel**).

Task 3.3 Deliverables

- Geotechnical Investigation – Geotechnical Data Report PDF

3.4 Environmental Constraints and Permitting Requirements Analysis

a. Engineer will perform an on-site habitat evaluation.

b. Engineer will perform an environmental constraint and permitting analysis.

Task 3.4 Assumptions / Exclusions:

- There will be no work in jurisdictional waters of the U.S.
- Project corridor is not within range or nor contain suitable habitat of State or Federal Threatened and Endangered Species, therefore no environmental scope tasks are included herein to address such issues.
- Cultural resource investigations and coordination will be conducted by others.

Task 4 – Preliminary Drawings and Estimate

Existing roadway reconstruction is not anticipated as part of the proposed project improvements. Design of roadway profile or cross section modifications are beyond the scope of this Task Order.

4.1 Drawings. Engineer will update the schematic design concepts in consideration of the design data and public comment received in Task 3. Drawings may include:

a. General Information Drawings – Cover sheet, sheet index, legends, general notes, quantities, and overall project layout map showing project limits, staging areas, access, environmental sensitive areas that should be avoided during construction, and phasing. Develop recommendation of project phasing for sequencing of bid packages and construction.

b. Right-of-Way and Easement Layouts with Project Improvements – Define easement and land acquisition requirements, and special notes.

c. Drainage Area Map and Hydrologic and Hydraulic Data Tables, and special notes.

d. Storm Drain Improvement Plans - Proposed storm drain plan and profiles, typical sections, pipe sizes, inlet locations, standard details, special notes, and specifications.

e. Detention Improvement Plans – Proposed detention plan, grading, typical cross sections/elevations, design details, special notes, and specifications.

f. Channel Improvement Plans – Proposed channel improvements plans, profile, typical sections, design details, special notes, and specifications.

g. Utility Relocation Designs - Water & Wastewater Relocation and Adjustment Plans - Proposed water distribution and wastewater collection main line replacement plan and profile (wastewater profile only), design details, special notes, and specifications.

4.2 H&H - Engineer to update the ICM hydrologic and hydraulic model to represent the design data and preliminary design concepts. Engineer to update project hydrologic and hydraulic data and 100-year flood extents. Engineer to update the drainage report.

4.3 Cost Estimate – Engineer will develop preliminary design-level opinion of probable construction cost (OPCC). OPCC will conform to AACE Class 2 standards (low expected actual cost -15% to +5%, high expected actual cost +5% to +20%). Estimates will be developed using the latest available City average low bid unit prices, TxDOT average low bid unit costs, and other readily available regional recent project low bid unit prices.

4.4 Utility Coordination

Identify and contact existing utilities located in the project area. HDR will coordinate with up to 3 utility companies to address potentially 6 conflicts. Utility Identification and coordination services for design will include the following:

a. Confirm Point of Contacts, send out formal Notification Letters communicating project timeline, timeline needs of utility relocations.

b. Create and maintain Utility Communication Log tracking correspondence with utility companies.

c. Identify utility conflicts with proposed improvements and constructability of improvements with labeling corresponding numerical ID.

d. Coordinate and conduct utility coordination meetings (including meeting minutes).

e. Identify Utilities with Compensable Rights-Coordinator will investigate prior right claims by utilities submitting such claims, Coordinator will request appropriate documentation from utilities to validate prior rights.

f. Optimize street and drainage design to minimize/avoid conflicts with utilities.

g. Create and maintain Utility Conflict Matrix identifying each Conflict ID.

h. Prepare conceptual level capital cost estimates for each of the design alternatives. The engineer's estimate of project costs will include the construction cost and an estimate of real estate and utility relocation costs.

4.5 Value Engineering – Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.

4.6 Environmental – Provide project information necessary to ensure timely execution of the environmental review.

4.7 Subsurface Utility Engineer (SUE) QL-A – Engineer will provide SUE services using subconsultant Rios Group. Engineer will conduct SUE QL-A services including vacuum excavating up to **2 test holes** as requested. Engineer will contact one call prior to beginning work and attempt to designate each line prior to completing at test hole. If the line is non toneable, Engineer will dig on the one call marks. Engineer will open width of test hole one foot of each side of the center line of the one call marks attempting to expose the utility. If no utility is found this will be considered a dry hole and counted as a completed test hole.

4.8 Geotechnical Design Recommendations – Geotechnical Engineer will prepare recommendations for various design elements, including: slope stability; and construction recommendations (excavatability, trenching, backfill, compaction requirements, and groundwater).

Task 4 Deliverables:

- Preliminary Design Drawings in PDF format (Size: 22”x34”)
- Preliminary design OPCC in PDF format
- Preliminary Utility conflict summary and Utility Layout in PDF format
- Environmental constraints and permitting requirements assessment and cultural resources assessment documentation in PDF format.
- SUE QL-A data report PDF
- Geotechnical Design Recommendation Report PDF

PART 3.0 CITY’S RESPONSIBILITIES:

- Provide a point of contact for the CDBG-MIT Program.
- Provide documentation and information required for ENGINEER to perform the requested services.

PART 4.0 PERIODS OF SERVICE:

Services shall begin on the date of execution of this task order and shall terminate after three years, unless extended by mutual agreement. This task order may be terminated at any time by either party with seven days written notice.

PART 5.0 ENGINEER’S FEE:

Compensation for ENGINEER’s service under this Agreement shall be on the basis of Lump Sum. The amount of the lump sum is fee Not-To-Exceed an amount of **$364,993.31.**

PART 6.0 OTHER: None

TASK ORDER NUMBER: 3

PROJECT NAME: Bull Branch Detention / Donna Channel Improvements – Final Design, Bid, and Construction (GLO CDBG-MIT funded)

PART 1.0 PROJECT DESCRIPTION:

Bull Branch Detention / Donna Channel Improvements

A regional detention facility is proposed in the upper portion of Bull Branch watershed, along with Donna Channel improvements, which consist of channel improvements along the Donna Channel and storm drain improvements along Mallard Lane and Drake Lane.

Donna Channel Improvements
The Donna Channel is an existing channel located behind the residential lots west of Donna Drive and east of Davis Street / Brookwood Circle. The project will include structural improvements to the Donna Channel, including repairing existing slopes, channel banks, and retaining walls and replacing the existing cross culvert at Drake Lane with a new cross culvert. The purpose of these improvements will be to ensure structural stability of the Donna Channel and to increase the capacity of the Drake Lane culverts.

Mallard Lane and Davis Street Storm Drain Improvements
The project will include a new storm drain system beginning along Mallard Lane near Paula Lane and continuing west to either Davis Street or to the upper reaches of the Donna Channel. The purpose of the system would be to capture and divert stormwater flows into the downstream conveyance system.

Drake Lane Storm Drain Improvements
The project will include a new storm drain system along Drake Lane. This system would begin at Mildred Drive and connect at the Donna Channel cross culvert west of Donna Drive. The purpose of these improvements is to capture overland flows directed to Drake Lane and convey them in an underground drainage system to the improved Donna Channel.

Bull Branch Detention Improvements
The project will include regional detention in the upper portion of the Bull Branch watershed. The purpose will be to mitigate any potential impacts from the Donna Channel improvements and to reduce peak flow rates along Bull Branch.

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

Tasks 1 through 5 are being performed under separate funding and include: (1) Project Management: (2) Schematic Design and Modeling; (3) Design Data Collection; (4) Preliminary Drawing and Estimate; (5) Final Design Data Collection.

Task 5 – Easement / Land Acquisition

Engineer assumes up to **6 easements** of varying length and type along the project will be necessary for the construction of work. Engineer does not anticipate the need for condemnation to acquire the easements as part of this project and services related to condemnation requirements (appraisal, appraisal review, final offer) are not included in the scope of work.

All title services and fees associated with preliminary Title Reports, Closing Costs, and Title Policies shall be obtained and paid by the City. Incidental Costs associated with title curative (processing fees, recording fees, etc.) shall be paid by the City.

5.1 Easement Descriptions – Preparation of parcel acquisition descriptions, permanent easement descriptions, or temporary easement descriptions.

5.2 Land/Easement Acquisition

a. Administration – Engineer will maintain status reports of all parcel activities and provide bi-weekly status reports to City. Engineer will prepare an initial property City list with property City contact information.

b. Right of Entry – Engineer will obtain for purposes of easement acquisition.

c. Market Study – In lieu of an appraisal, Engineer will provide a Market Study for the initial offer. This market study will include land values and the affected improvements for each parcel. Engineer will provide the steps in preparation of the market study report, recapitulation of the data and final findings for each parcel. A market study is not intended to be nor should be construed to be an appraisal of any of the properties involved in the project. A market study is not sufficient to make a final offer.

d. Negotiation of Permanent Easements

i. The Engineer will secure preliminary title reports for each parcel from a City approved Title Company and secure title report updates when requested by City.

ii. Engineer will request title insurance from the Title Company if requested by City for parcels closing.

iii. The Engineer will analyze preliminary title report to determine potential title problems, propose and inform City Staff of methods to cure title deficiencies. The curative services necessary to provide clear title to City is the responsibility of the Engineer. Fees associated with title curative are to be paid by the City or reimbursed by the City to the property City at closing.

iv. Engineer, with the prepared Market Study, will confirm City's approved value prior to making the Initial Offer for each parcel.

v. Engineer will prepare and send the letter transmitting the LandCitys' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR) to the Property City.

vi. Engineer will prepare the initial offer letter, purchase contract, and instruments of easement conveyance approved by City. The written initial offer must be sent to each property City or the property City's designated representative CMRRR.

vii. The Engineer will maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipts.

viii. The Engineer will respond to property City inquiries verbally or in writing within five business days.

ix. Engineer will prepare a negotiator contact report for each parcel, per contact.

x. Engineer will maintain parcel files related to the purchase of the easement.

xi. Engineer will advise property City of the counteroffer process if approved by the City.

xii. Engineer will transmit to City written counteroffer from property Citys including supporting documentation, and HDR's recommendation regarding the counteroffer.

xiii. The Engineer will obtain an original executed Easement (or other conveyance document) and purchase agreement and coordinate with the City approved Title Company for title curative, fund requests, and closings.

Task 5 Deliverables

- Signed and Sealed Easement Description PDFs
- Easement Acquisition documents (certified mail and PDFs)

Task 6 – Design Phase – Draft Plans, Specifications, and Estimate (PS&E)

6.1 Drawings - Engineer will develop drawings of proposed improvements in accordance with applicable City and TxDOT design criteria and specifications. Drawings may include:

a. General Information Drawings

b. Right-of-Way and Easement Layouts with Project Improvements – Define easement and land acquisition requirements.

c. Drainage Area Map

d. Storm Drain Improvement Plans

e. Detention Improvement Plans

f. Channel Improvement Plans

g. Water & Wastewater Relocation and Adjustment Plans (may not be required)

h. Structural Details

i. Pavement Restoration Plans

j. Traffic Control Plans

k. Temporary Erosion & Sedimentation Control and Restoration Plan (SW3P)

6.2 H&H - Update hydrologic and hydraulic models, H&H data tables, and drainage report.

6.3 Project Manual

a. Develop Division 00 and 01 requirements and specifications

b. Engineer to provide applicable technical specifications, special provisions, and special specifications.

6.4 Cost Estimate – Engineer update opinion of probable construction cost (OPCC). OPCC to AACE Class 2 standards (low expected actual cost -15% to +5%, high expected actual cost +5% to +20%).

6.5 Utility Coordination – Provide utility coordination of existing utilities affected by the project. HDR will coordinate with up to 3 utility companies to address potentially 6 conflicts. Utility Coordination services will include:

a. Calculate conflict confirmation/ clearance with pavement/ drainage/ improvement design information. Provide Calculation Binder showing evidence of information used to confirm/ clear each conflict.

b. Upon confirmation of all conflicts, work with design team(s) and utility companies to obtain best solution to resolve each conflict.

c. Coordinate with each utility company to determine and record: design time, long-lead material time, moratorium periods, bidding/ award time, construction time and removal/ proper abandonment.

d. Provide technical support for interpretation of Utility: standards, timelines, material descriptions, labor quantities, symbols, terms/ slang, and prior rights validation.

e. Provide conceptual alignments for all required facilities needing relocation.

f. Prepare Proposed Utility layout.

Task 6 Deliverables

- Draft Design Drawings in PDF format (Size: 22”x34”)

- Draft Drainage Report PDF
- Draft OPCC in PDF format
- Utility contact list, tracking log, and status report in PDF format

Task 7 – Permitting

7.1 USACE Section 404 Permitting – non anticipated

Task 8 – Design Phase – Final PS&E

8.1 Drawings – Develop final signed and sealed plans for construction package incorporating previous review comments, utility coordination information, proposed easements, final hydrologic and hydraulic drainage design results, temporary traffic control plans, and final permitting information.

8.2 Final Project Manual – Provide final Project Manual.

8.3 Cost Estimate – Engineer update opinion of probable construction cost (OPCC). OPCC to AACE Class 1 standards (low expected actual cost -10% to +3%, high expected actual cost +3% to +15%).

8.4 H&H Update – Provide final H&H data and report.

8.5 Utility Coordination

a. Assist utility companies in the relocation design by providing interim over-the-shoulder reviews on their relocation design plans.

b. Review / sign-off final relocation plan (Compatibility with road/ drainage improvements, Compliance to Design Criteria Manual, Utility Accommodation).

c. Provide a finalized utility layout, conflict matrix and evidence.

8.6 End of Design Neighborhood Open House

a. Conduct a neighborhood open-house meeting at the end of the 100% design effort to present the final design project and construction sequence.

b. HDR will send updates to e-mail distribution list and distribute fliers and postcard notices to publicize the meeting within the project area.

c. HDR will assist with logistics of preparing for the meeting including set up, presentation, and interaction with the general public.

d. A summary of the project scope shall be presented followed by individual meetings with HDR staff and attendees on specific issues.

e. A summary of the public meeting and the input received shall be prepared in memorandum form and provided to County staff.

Task 8 Deliverables

- Signed and Sealed Drawings in PDF format (Size: 22”x34”)
- Signed and Sealed Drainage Report PDF
- Signed and Sealed Project Manual PDF
- Signed and Sealed Final OPCC in PDF format
- Utility sign-off PDFs

Task 9 - Bidding Phase Services

9.1 Prepare Issued for Bid contract documents. Prepare bid advertisements. The projects will be bid digitally on CivCast and contract documents will be distributed digitally. Conduct pre-bid meetings in-person at the City. Coordinate meeting invites and agenda.

9.2 Respond to contractor questions. Prepare and post bid addenda on CivCast

9.3 Attend bid openings in-person at the City. Prepare bid tabulation, evaluate bidders, and provide letter of recommendation.

Task 9 Deliverables

- Addenda for uploading to CivCast
- Bid Tabulations in Excel
- Award recommendation letter

Task 10 – Construction Phase Services

10.1 Incorporate bid addenda into the contract documents and prepare conformed Issued for Construction contract documents.

10.2 Conduct pre-construction conference to be conducted in-person at the City. Coordinate meeting invites and agenda.

10.3 Review submittals/shop drawings including up to 2 resubmittals each. (30 submittals)

10.4 Respond to Requests for Information (RFIs) (12 RFIs)

10.5 Review contractor Change Proposal Requests (CPR) (3 CPRs)

10.6 Develop and issue Change Orders (2 COs)

10.7 Perform periodic project site visits. Conduct progress meeting before or after each site visit (30 visits)

10.8 Perform substantial completion walk through and provide notice of completion.

10.9 Develop record drawings.

10.10 Provide construction contract close-out coordination and documentation.

Task 10 Assumptions / Exclusions

- Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor. Accordingly, Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents.
- Engineer shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Contract Documents; however, Engineer shall report to the City any deficiencies in the work actually identified by Engineer.
- The City will be responsible for:
  - Construction management and contract administration
  - On-site inspection of the construction work
  - Materials testing per the requirements of the Contract Documents.
  - The City will review and approve Contractor payment applications.
- Engineer will not:
  - Provide post-construction professional services.
  - Provide construction staking services
  - Provide services of a Resident Project Representative (RPR)
  - Perform construction engineering, inspection, or field measurements of installed items of work.
- Record drawings to be provided one month following completion of construction and receipt of contractor as-builts. Record drawings will be based on Contractor provide as-builts.
- The construction duration for the project will be approximately 12 calendar months.

Task 10 Deliverables

- RFI responses in PDF
- Submittal/Shop Drawing reviews in PDF
- Change Order in PDF
- Substantial completion punch list in PDF
- Notices of substantial and final completion in PDF
- Record Drawings in PDR

PART 3.0 CITY'S RESPONSIBILITIES:

- Provide a point of contact for the CDBG-MIT Program.
- Provide documentation and information required for ENGINEER to perform the requested services.

PART 4.0 PERIODS OF SERVICE:

Services shall begin on the date of execution of this task order and shall terminate after three years, unless extended by mutual agreement. This task order may be terminated at any time by either party with seven days written notice.

PART 5.0 ENGINEER'S FEE:

Compensation for ENGINEER's service under this Agreement shall be on the basis of Lump Sum. The amount of the lump sum is fee Not-To-Exceed an amount of **$456,326.19.**

PART 6.0 OTHER: None

TASK ORDER NUMBER: 4

PROJECT NAME: Mustang Creek Regional Detention / Drainage Improvements (GLO CDBG-MIT funded)

PART 1.0 PROJECT DESCRIPTION:

Mustang Creek Regional Detention / Drainage Improvements

The area of Mustang Creek immediately southwest of the Taylor Municipal Airport has encountered streambank erosion issues that are encroaching upon the airport property and runway. The Mustang Creek project will provide overbank flood storage through a proposed channel flood bench and mitigate the erosion issue through stabilization of approximately 350 feet of streambank. The primary purpose of this project is to provide roughly 20 acre-feet of additional floodplain storage for the benefit of downstream residents.

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

Task 1 - Project Management

The project management tasks below will be performed throughout the duration of this project. The duration of this project is assumed at 35 months from conceptual design through construction and close out.

1.1 Project Startup. Establish sub-consultant scopes of work and agreements. Establish project controls, work plan, and schedule.

1.2 Team Management. HDR will manage project team for duration of project and provide project management services to control project quality, progress, and budget.

1.3 Monthly Reports. HDR will provide monthly progress reports and status updates as part of monthly invoice cycle on tasks completed, on-going and upcoming tasks, issues and challenges encountered, and budget and schedules for design, permitting, acquisition and construction in Microsoft Project format. Additional progress updates will be provided as needed at project milestones.

1.4 Status Meetings. HDR will conduct online project status meetings with the City's project sponsor. Prepare a meeting agenda for each meeting, and following each meeting, prepare meeting minutes to summarize key decisions and action items.

Task 1 Deliverables:

- Electronic PDF submittals of monthly progress reports, schedule, meeting agendas and minutes.

Task 2 – Schematic Design and Modeling

2.1 Data Collection

Collect data from field visits, City and 3rd party sources including:

- GIS-based data
  - Most current Central Texas LiDAR terrain data
  - Buildings (available and needs refining / cleaning)
  - Road center lines (available and needs refining / cleaning)
  - Road / paved areas (buffer center lines for roadways)
  - Land Cover, Parcels or similar to assign land use and terrain roughness
  - Bridge/culvert information (available information from existing regional HEC-RAS 2D models)
- Existing storm drain information and as-builts
- H&H Data: regional HEC-RAS 2D models
- Obtain flood damage report data from the City

2.2 Pre-Project Hydrologic and Hydraulic Analysis / Model Development

- Utilize ICM model platform (allows hydrology, major pipes, and riverine systems to be combined in one model) to develop pre-project condition basin-wide model to evaluate the 2-, 10-, 25-, and 100-year storm events.
  - 2-yr typically for erosion
  - 25-yr for storm drain/pipe
  - 100-yr for surface water
- Define key hydrologic peak flow rates within the Mustang Creek project areas and at key hydrologic junctions downstream.

2.3 Post-Project Hydrologic and Hydraulic Model Development

- Utilize ICM model platform to develop post-project condition basin-wide model to evaluate the 2-, 10-, 25-, and 100-year storm events.
- Mustang Creek Project Area Evaluation - Develop conceptual drainage improvements to provide approximately 20 acre-feet of flood storage in the overbanks of Mustang Creek (i.e. flood bench storage) and to stabilize roughly 350 linear feet of channel embankment near the airport runway.
- Adverse Impact Evaluation - Proposed improvements shall not cause increase inundation on any building or roadway surface or create any additional adverse impacts upstream or downstream of the proposed improvements.

2.4 Drainage Report

Provide drainage report establishing methodology, assumptions, and summary of results.

Task 2 Deliverables

- Drainage Technical Memorandum documenting project goals and objectives, assumptions, methods, conceptual drainage improvements, pre- and post- project flood hazard (flood extent boundaries, flood structures and roadways), and no adverse impact statement.
- Open House Deliverables – Mailing list and postcards, presentation Power Point, summary of public meeting input PDF, and E-mail list of residents / stakeholders.

Task 2 Assumptions / Exclusions

- City of Taylor Drainage Design and Analysis Criteria as provided in the Engineering Manual to be followed.
- No FEMA CLOMR/LOMR included.
- Design intent is to meet drainage criteria identified in task order. Larger events can happen and flooding is still possible within the project area.

Task 3 - Design Data Collection

Design data collection services are provided for the Mustang Creek project. For the Donna Channel project this task is being performed under separate funding.

3.1 Topographic & Boundary Survey

Engineer will provide survey services using subconsultant Doucet. Perform field topographic, planimetric, boundary, utility surveys, office computations, 3D digital mapping, and preparation of ROW/easement acquisition documents. Surveying services for the entire project area will include the following:

- Secure right-of-entry (ROE) for surveying activities.
- Horizontal and vertical control. Horizontal control shall be based on Texas State Plane Coordinate System, North Central Zone, NAD-83. Vertical control to be based on NGVD-88. Use survey feet units.
- Locate visible utilities within the project limits.
- Generate, recover, and/or verify existing horizontal and vertical project primary control at the site, if any.
- Establish additional secondary control as needed for the project to collect data along the length of the project.
- Use iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control as applicable.
- Perform differential leveling through all the project control (primary and secondary) to establish or extend vertical control for the project.
- Perform a topographic/design survey within the project limits (**approximately 25 acres**). The topographic/design survey includes but is not necessarily limited to: roadway, ditches, major grade breaks, culverts, culvert types and sizes, fences, driveways, mailboxes, traffic and other signs, mailbox turnouts, striping, and visible above ground utilities.

- Survey downstream hydraulic structures at **Highway 79, railroad crossing, and CR403**.
- Process the collected information and develop a DTM file and 1-foot interval contours.
- Establish locations for each tree that is eight inches in diameter and larger and note the size and species.
- Locate up to **5** soil boring locations.
- Locate SUE designated utility lines within the project limits and coordinate with SUE provider for timing of the surveying activities.
- Locate (ROW) monumentation and other evidence to reestablish the existing (ROW) lines for design purposes. The Surveyor shall perform sufficient records research from various sources to generate a property schematic of the adjoining parcels to the project. In support of the records research, The Surveyor shall perform sufficient field surveying of property corners and other evidence for boundary analysis of the affected adjoining tracts.

Task 3.1 Deliverables

- Topographic Survey – AutoCAD.dwg file with break-lines and associated files, a DTM file processed to 1.0-foot contours and the associated spot point data in ASCII format, and a list of benchmarks and project control.

3.2 Subsurface Utility Engineering (SUE) QL-B

Engineer will provide SUE services using subconsultant Rios Group. Engineer will provide SUE QL-B services immediately following project NTP, including the following tasks:

- Engineer will develop SUE QL-B Work Plan for project limits.
- Engineer will provide coordination and management of SUE subconsultant and scheduling to complete SUE work.
- Engineer will conduct SUE QL-B services including designating known utilities by conventional geophysical means crossing the proposed geotechnical locations within the project areas. Utilities that will be marked include franchise and site utilities. Engineer will mark the location of the designated lines in the field using a combination of paint and pin flags. Upon completion of the field designating activities, Engineer will prepare a field sketch of the utilities found.
- Once all known utilities are designated, Engineer will scan the project area to search for unknown utilities. These “unknowns” can be defined as: utilities not shown on available utility record drawings, not known or recollected by site personnel and have no above ground features in close proximity to the project area. In order to find unknown utilities, Engineer will perform passive and inductive sweeps of the area. These sweeps will be conducted north to south, east to west and diagonally across the project area.

Task 3.2 Deliverables

- SUE QL-B Data (AutoCAD.dwg file and PDF)

3.3 Geotechnical Investigations

Engineer will perform a geotechnical investigation using subconsultant HVJ to characterize stream and slope stability, and groundwater conditions. Subconsultant to provide geologist or geotechnical technician to oversee and manage the sample collection and soil classification process, provide technical direction during exploration, and prepare detailed boring logs of the material encountered for the purposes of characterizing the type of excavation a contractor is expected to excavate for bidding purposes (**5 borings up to 20 feet deep**).

Task 3.3 Deliverables

- Geotechnical Investigation – Geotechnical Data Report PDF

3.4 Environmental Constraints and Permitting Requirements Analysis

a. Data Collection

1. Engineer will perform an on-site habitat evaluation.
2. Delineation of Waters of the United States – Engineer to use GPS delineation of the ordinary high-water mark (OHWM) of Mustang Creek and wetlands to document spatial limits and conditions of potential water of the United States (WOTUS) in the study area. Delineation will be conducted using the 1987 USACE Delineation Manual and 2010 Great Plains Regional Supplement.
3. On-site evaluation of all potential WOTUS using Texas Rapid Assessment Method (Version 2.0)

b. Engineer will perform an environmental constraint and permitting analysis.

1. Mustang Creek WOTUS Permitting Evaluation:
    - GIS impact assessment of up to two potential project layouts for bank stabilization and floodplain bench alternatives.
    - TXRAM calculations of debits (impacts) and credits (mitigation)
    - Prepare Technical Memo summarizing the impacts for each alternative.

Task 3.4 Assumptions / Exclusions:

- There will be no work in jurisdictional waters of the U.S. besides the bank stabilization and floodplain benching in and along Mustang Creek.
- Delineation and TXRAM field efforts can be accomplished in one, one-day mobilization.
- There are currently no USACE-approved mitigation banks with stream or wetland credits available for purchase.
- Delineation exhibits and proposed jurisdictional determinations will be based on the definitions of WOTUS in place at the time of reporting. Revisions of the exhibits based on changes in the definitions or delineation guidance based on U.S. Supreme

Court decisions or USACE / USEPA Proposed Rulemaking may require a supplemental fee.

- Cultural resource investigations and coordination will be conducted by others, including coordination with the USACE Archeologist for Section 106 review prior to Section 404 permit decision. HDR can provide cultural resource surveys and agency support as supplemental services under an amendment.
- Post-permitting services consisting of annual monitoring or final mitigation plan design and construction support are not included.
- Project corridor is not within range or nor contain suitable habitat of State or Federal Threatened and Endangered Species, therefore no environmental scope tasks are included herein to address such issues.

Task 4 – Preliminary Drawings and Estimate

4.1 Drawings. Engineer will update the schematic design concepts in consideration of the design data and public comment received in Task 3. Drawings may include:

a. General Information Drawings – Cover sheet, sheet index, legends, general notes, quantities, and overall project layout map showing project limits, staging areas, access, environmental sensitive areas that should be avoided during construction, and phasing. Develop recommendation of project phasing for sequencing of bid packages and construction.

b. Drainage Area Map and Hydrologic and Hydraulic Data Tables, and special notes.

c. Channel Improvement Plans – Proposed channel improvements plans, profile, typical sections, design details, special notes, and specifications.

4.2 H&H - Engineer to update the ICM hydrologic and hydraulic model to represent the design data and preliminary design. Engineer to update project hydrologic and hydraulic data and 100-year flood extents. Engineer to update the drainage report.

4.3 Cost Estimate – Engineer will develop preliminary design-level opinion of probable construction cost (OPCC). OPCC will conform to AACE Class 2 standards (low expected actual cost -15% to +5%, high expected actual cost +5% to +20%). Estimates will be developed using the latest available City average low bid unit prices, TxDOT average low bid unit costs, and other readily available regional recent project low bid unit prices.

4.4 Utility Coordination – Limited utility coordination anticipated. Engineer to coordinate with identified utilities within the project limits, which may include sanitary sewer and water improvements.

4.5 Value Engineering – Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.

4.6 Geotechnical Design Recommendations – Geotechnical Engineer will prepare recommendations for various design elements, including: slope stability; and construction recommendations (excavatability, compaction requirements, and groundwater).

Task 4 Deliverables:

- Preliminary Design Drawings in PDF format (Size: 22”x34”)
- Preliminary design OPCC in PDF format
- Preliminary Utility conflict summary and Utility Layout in PDF format
- Environmental constraints and permitting requirements assessment and cultural resources assessment documentation in PDF format.
- Geotechnical Design Recommendation Report PDF

Task 5 – Easement / Land Acquisition

No easement / land acquisition services are anticipated for the Mustang Creek project.

Task 6 – Design Phase – Draft Plans, Specifications, and Estimate (PS&E)

6.1 Drawings - Engineer will develop drawings of proposed improvements in accordance with applicable City and TxDOT design criteria and specifications. Drawings may include:

a. General Information Drawings

b. Drainage Area Map and Hydrologic and Hydraulic Data Tables

c. Channel/Detention Improvement Plans

d. Construction Safety & Phasing Plan (CSPP): Engineer will prepare a Construction Safety & Phasing Plan (CSPP) per the requirements described in FAA AC 150/5370-2G Operational Safety on Airports During Construction. The goal of the CSPP is to identify aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard.

   NOTAMs and FAA Form 7460: Engineer will create and manage airspace cases for anticipated construction equipment and stockpiles on the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website.

e. Traffic Control Plans

f. Temporary Erosion & Sedimentation Control and Restoration Plan (SW3P)

6.2 H&H - Update hydrologic and hydraulic models, H&H data tables, and drainage report.

6.3 Project Manual

a. Develop Division 00 and 01 requirements and specifications

b. Engineer to provide applicable technical specifications, special provisions, and special specifications.

6.4 Cost Estimate – Engineer update opinion of probable construction cost (OPCC). OPCC to AACE Class 2 standards (low expected actual cost -15% to +5%, high expected actual cost +5% to +20%).

6.5 Utility Coordination – Limited utility coordination anticipated. Engineer to coordinate with identified utilities within the project limits, which may include sanitary sewer and water improvements.

Task 6 Deliverables

- Draft Design Drawings in PDF format (Size: 22”x34”)
- Draft Drainage Report PDF
- Draft OPCC in PDF format
- Utility contact list, tracking log, and status report in PDF format

Task 7 – Permitting

7.1 USACE Section 404 Permitting

a. Preparation of a Pre-Construction Notification for NWP 13, consisting of the following:

   - WOTUS Delineation and TXRAM Condition Assessment Report with exhibits
   - Alternatives discussion
   - Impact assessment summary
   - Project impact exhibits illustrating the limits of fill and excavation activities with quantity of temporary and permanent impacts to WOTUS.

b. Comment and Response coordination

Task 8 – Design Phase – Final PS&E

8.1 Drawings – Develop final signed and sealed plans for construction package incorporating previous review comments, utility coordination information, final hydrologic and hydraulic drainage design results, temporary traffic control plans, and final permitting information.

8.2 Final Project Manual – Provide final Project Manual.

8.3 Cost Estimate – Engineer update opinion of probable construction cost (OPCC). OPCC to AACE Class 1 standards (low expected actual cost -10% to +3%, high expected actual cost +3% to +15%).

8.4 H&H Update – Provide final H&H data and report.

8.5 Utility Coordination

a. Assist utility companies in the relocation design by providing interim over-the-shoulder reviews on their relocation design plans.

b. Review / sign-off final relocation plan (Compatibility with road/ drainage improvements, Compliance to Design Criteria Manual, Utility Accommodation).

c. Provide a finalized utility layout, conflict matrix and evidence.

8.6 End of Design Neighborhood Open House

a. Conduct a neighborhood open-house meeting at the end of the 100% design effort to present the final design project and construction sequence.

b. HDR will send updates to e-mail distribution list and distribute fliers and postcard notices to publicize the meeting within the project area.

c. HDR will assist with logistics of preparing for the meeting including set up, presentation, and interaction with the general public.

d. A summary of the project scope shall be presented followed by individual meetings with HDR staff and attendees on specific issues.

e. A summary of the public meeting and the input received shall be prepared in memorandum form and provided to County staff.

Task 8 Deliverables

- 100% Design Drawings in PDF format (Size: 22”x34”)
- 100% Drainage Report PDF
- 100% Project Manual PDF
- 100% design OPCC in PDF format
- Utility sign-off PDFs

Task 9 - Bidding Phase Services

9.1 Prepare Issued for Bid contract documents. Prepare bid advertisements. The projects will be bid digitally on CivCast and contract documents will be distributed digitally. Conduct pre-bid meetings in-person at the City. Coordinate meeting invites and agenda.

9.2 Respond to contractor questions. Prepare and post bid addenda on CivCast

9.3 Attend bid openings in-person at the City. Prepare bid tabulation, evaluate bidders, and provide letter of recommendation.

Task 9 Deliverables

- Addenda for uploading to CivCast

- Bid Tabulations in Excel
- Award recommendation letter

Task 10 – Construction Phase Services

10.1 Incorporate bid addenda into the contract documents and prepare conformed Issued for Construction contract documents.

10.2 Conduct pre-construction conference to be conducted in-person at the City. Coordinate meeting invites and agenda.

10.3 Review submittals/shop drawings including up to 2 resubmittals each. (30 submittals for Donna 20 submittals for Mustang)

10.4 Respond to Requests for Information (RFIs) (8 RFIs)

10.5 Review contractor Change Proposal Requests (CPR) (2 CPRs)

10.6 Develop and issue Change Orders (1 CO)

10.7 Perform periodic project site visits. Conduct progress meeting before or after each site visit (8 visits)

10.8 Perform substantial completion walk through and provide notice of completion.

10.9 Develop record drawings.

10.10 Provide construction contract close-out coordination and documentation.

Task 10 Assumptions / Exclusions

- Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor. Accordingly, Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents.
- Engineer shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Contract Documents; however, Engineer shall report to the City any deficiencies in the work actually identified by Engineer.
- The City will be responsible for:
  - Construction management and contract administration
  - On-site inspection of the construction work
  - Materials testing per the requirements of the Contract Documents.
  - The City will review and approve Contractor payment applications.

- Engineer will not:
  - Provide post-construction professional services.
  - Provide construction staking services
  - Provide services of a Resident Project Representative (RPR)
  - Perform construction engineering, inspection, or field measurements of installed items of work.
- Record drawings to be provided one month following completion of construction and receipt of contractor as-builts. Record drawings will be based on Contractor provide as-builts.
- The construction duration for the project will be approximately 12 calendar months.

Task 10 Deliverables

- RFI responses in PDF
- Submittal/Shop Drawing reviews in PDF
- Change Order in PDF
- Substantial completion punch list in PDF
- Notices of substantial and final completion in PDF
- Record Drawings in PDR

PART 3.0 CITY'S RESPONSIBILITIES:

- Provide a point of contact for the CDBG-MIT Program.
- Provide documentation and information required for ENGINEER to perform the requested services.

PART 4.0 PERIODS OF SERVICE:

Services shall begin on the date of execution of this task order and shall terminate after three years, unless extended by mutual agreement. This task order may be terminated at any time by either party with seven days written notice.

PART 5.0 ENGINEER'S FEE:

Compensation for ENGINEER's service under this Agreement shall be on the basis of Lump Sum. The amount of the lump sum is fee Not-To-Exceed an amount of **$412,076.83.**

PART 6.0 OTHER: None

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on June 1, 2023 to perform engineering services for damage sustained from repetitive flooding from multiple events including May of 2015 ("Disaster Recovery Projects in the City of Taylor");

City of Taylor desires to amend this Agreement in order to add Texas Water Development Board (TWDB) provisions to the agreement for purposes of incorporating use the Flood Infrastructure Fund (FIF);

HDR is willing to amend the agreement to include TWDB FIF provisions.

NOW, THEREFORE, HDR and City of Taylor do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Item No.1 – Agreement Title

Agreement Title shall be revised from 'Professional Engineering Services for Mitigation Projects under the U.S. Department of Housing and Urban Development Community Development Block Grant Program' to 'Professional Engineering Services for Mitigation Projects under the U.S. Department of Housing and Urban Development Community Development Block Grant Program and the Texas Water Development Board Flood Infrastructure Fund'.

Item No.2 – Agreement Introduction

Agreement Introduction shall be revised to add the following paragraph after the third paragraph:

'**Whereas**, the Subrecipient has applied for Flood Infrastructure Fund (FIF) funds, administered by the Texas Water Development Board (TWDB) for flood risk reduction improvements for the Travis and Franklin Street Drainage Improvements and Bull Branch Detention / Donna Channel Improvements projects, which are a part of the CDBG-MIT disaster recovery projects in the City of Taylor.'

Item No.3 – Section 8.04 Indemnity

Remove Section 8.04 in its entirety and replace with the following:

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE SUBRECIPIENT, THE GLO OR THE TWDB, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, THE TWDB, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE TWDB FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) TO THE EXTENT CAUSED BY OR ARISING IN CONNECTION WITH:

- AN ACT OF NEGLIGENCE OR INTENTIONAL TORTBY THE PROVIDER IN THE PROVIDER'S PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR

- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT.

Item No.4 – Third-Party Beneficiary

Remove Section 8.16 in its entirety and replace with the following:

8.16 Third-Party Beneficiary

The Parties agree that the GLO and the TWDB, as the administrators of the CDBG-MIT program and TWDB FIF program, are third-party beneficiaries to this Contract and that the GLO and TWDB shall have the right to enforce any provision of this Contract. Provided, however, that GLO and TWDB shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.16 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR TWDB.

Item No.5 – Attachment H, Title Page

Title shall be revised from 'Texas General Land Office Engineering Scope of Work' to 'Texas General Land Office and Texas Water Development Board Engineering Scope of Work'.

Item No.6 – Attachment H, Task Order Number 1-4, Task 9.1 – Bidding Phase Services, Prepare Issued for Bid contract documents

Add the following to the end of the paragraph: Additionally, HDR shall assist the city to competitively bid the construction contracts per the requirements of the State of Texas Local Government Code, which requires the advertisement for bid to be published at least once a week for two consecutive weeks in a newspaper published in the municipality. The date of the first publication must be before the 14th day before the date set to publicly open the bids and read them aloud.

Item No.7 – Attachment H, Task Order No.3, Part 2.0

The first paragraph shall be revised to remove reference to Task 5 being performed under separate funding. Thus, the first paragraph shall be removed and replaced with the following: 'Tasks 1 through 4 are being performed under separate funding and include: (1) Project Management; (2) Schematic Design and Modeling; (3) Design Data Collection; and (4) Preliminary Drawings and Estimate.'

Item No.8 – Attachment H, Task Order No.3, Task 5 – Easement / Land Acquisition

Add the following paragraph as the first paragraph in Task 5: The following scope of services provide the professional services required to support the easement and land acquisition task. This task is being jointly funded by GLO CDBG-MIT and TWDB FIF funding.

Item No.9 – Attachment H, Task Order No.3, Task 10 – Construction Phase Services

Add the following paragraph as the first paragraph in Task 10: The following scope of services provide the professional services required to support the construction phase. The construction contract is being jointly funded by GLO CDBG-MIT and TWDB FIF funding.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")	City of Taylor ("COT")
By: _____	By: _____
Title: Vice President	Title: City Manager
Date: 7 June 2023	Date: June 12, 2023

AMENDMENT NO.2 TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on **June 1, 2022** to perform engineering services for the **City of Taylor for Mitigation Projects Under the U.S. Department of Housing and Urban Development Community Development Block Grant Program ("CDBG-MIT")**;

HDR and the City of Taylor desire to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and **City of Taylor** do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Modification No.1 (TWDB FIFF Funded)

Perform additional survey, geotechnical investigations, and preliminary engineering design required for TASK ORDER NO.2, as described below:

M1-1 Attachment H - TASK ORDER NO.2 – Bull Branch Detention / Donna Channel Improvements, PART 1.0 PROJECT DESCRIPTION: Bull Branch Detention / Donnal Channel Improvements – Donna Channel Improvements

Add the following:

Lower Donna Channel Improvements – Detailed hydrologic and hydraulic modeling identified adverse impacts to residential lots downstream of Drake Lane along Donna Channel from upstream project improvements. Thus 'Lower Donna Channel' improvements are required to mitigate the identified flood impacts. These improvements consist of extending the Donna Channel improvements to near the confluence of Bull Branch and include additional channel embankment; concrete lining; rock riprap installation; the removal and replacement of an existing maintenance crossing; and the removal and replacement of an existing pedestrian bridge.

M1-2 Attachment H – TASK ORDER NO.2 – Bull Branch Detention / Donna Channel

Improvements, Task 3 – Design Data Collection – 3.1 – Topographic & Boundary Design Survey

Add the following:

- Establish a minimum of two benchmarks for horizontal and vertical control.
- Expand original Topographic Scope area to include additional area along Medical Parkway, south of Mallard Lane

M1-3 Attachment H – TASK ORDER NO.2 – Bull Branch Detention / Donna Channel Improvements, Task 3 – Design Data Collection – 3.3 – Geotechnical Data Report

Modify the following:

- from '8 borings up to 20 feet deep for Donna Channel' to '10 borings up to 20 feet deep for Donnal Channel'.

M1-4 Attachment H – TASK ORDER NO.2 – Bull Branch Detention / Donna Channel Improvements, Task 4 – Preliminary Drawings and Estimate – 4.1 Drawings

Add the following:

- 4.1.h – Lower Donna Channel and Maintenance Access/Bridge Plans.

M1-5 Section 3.01 – Contract Limit, Fees, and Expenses

Modify the following:

- 'Task Order 2 - $364,993.31', increase amount to $407,868.32

The increase of $42,875.01 is for (1) two additional borings up to 20 feet deep at a cost of $11,570.00; (2) for the additional Medical Parkway survey at a cost of $12,000.00; and (3) for the cost for additional design associated with the Lower Donna Channel improvements at a cost of $19,305.01.

Modification No.2 (GLO CDBG Funded)

Perform additional pre-final and final engineering design for the 'Lower Donna Channel' and associated maintenance access and bridge crossing, required for TASK ORDER NO.3, as described below:

M2-1 Attachment H - TASK ORDER NO.3 – Bull Branch Detention / Donna Channel Improvements, PART 1.0 PROJECT DESCRIPTION: Bull Branch Detention / Donnal Channel Improvements – Donna Channel Improvements

Add the following:

Lower Donna Channel Improvements – Detailed hydrologic and hydraulic modeling identified

adverse impacts to residential lots downstream of Drake Lane along Donna Channel from upstream project improvements. Thus 'Lower Donna Channel' improvements are required to mitigate the identified flood impacts. These improvements consist of extending the Donna Channel improvements to near the confluence of Bull Branch and include additional channel embankment; concrete lining; rock riprap installation; the removal and replacement of an existing maintenance crossing; and the removal and replacement of an existing pedestrian bridge.

M2-2 Attachment H – TASK ORDER NO.3 – Bull Branch Detention / Donna Channel Improvements, Task 6 – Design Phase – Draft Plans, Specifications, and Estimate (PS&E), 6.1 Drawings

Add the following:

- 6.1.l – Lower Donna Channel and Maintenance Access/Bridge Plans.

M2-3 Attachment H – TASK ORDER NO.3 – Bull Branch Detention / Donna Channel Improvements, Task 8 – Design Phase – Final PS&E, Drawings

Add the following:

- Final design of Lower Donna Channel and Maintenance Access/Bridge Plans.

M2-4 Section 3.01 – Contract Limit, Fees, and Expenses

Modify the following:

- 'Task Order 3 - $456,326.19', increase amount to $536,326.19

This increase of $80,000.00 is to incorporate the draft and final plans for the Lower Donna Channel Improvements.

Modification No.3 (City of Taylor Funded)

Perform additional survey, engineering design, bid, and construction phase services for the 'Bull Branch Park Trail and Donna Drive Drainage Improvements, as described below:

M3-1 Attachment H

Add the following:

- TASK ORDER NO.5, as attached, to add 'Bull Branch Park Trail and Donna Drive Drainage Improvements'.

M3-2 Section 3.01 – Contract Limit, Fees, and Expenses

Add the following:

Task Order 5 - $49,126.63

Modification No.4

This modification modifies the total contract amount.

M4-1 Section 3.01 – Contract Limit, Fees, and Expenses

Modify the following:

Total $1,531,601.06 to $1,703,602.70

This increase of $172,001.64 represents TWDB FIF funded Modifications No.1 increase of $80,000, GLO CDBG funded Modification No.2 increase of $42,875.01, and City of Taylor funded Modification No.3 of $49,126.63. Total compensation for basic engineering fees does not exceed the 15% maximum allowable of construction costs, as required per Section 3.01 – Contract Limit, Fees, and Expenses, for GLO and TWDB funded Tasks (Tasks 1-4).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")	_____ ("_____")
By:_____	By: B. LaBorde
Title: Vice President	Title: City Manager
Date: 02/01/2024	Date: 2/5/2024

TASK ORDER NUMBER: 5

PROJECT NAME: Bull Branch Park Trail and Donna Drive Drainage Improvements (City of Taylor funded)

PART 1.0 PROJECT DESCRIPTION:

Bull Branch Park Trail Improvements

The proposed trail improvements consist of 2,100 LF in length and is located on the northeast side of Bull Branch between Davis Street and W. Lake Drive. The trail crosses over Donna Channel and a Tributary to Bull Branch flowing from the east. The existing asphalt trail alignment will be replaced with an eight-foot-wide concrete trail. The project also includes drainage improvements where concentrated runoff crosses the trail. Donna Channel crossing improvements are not included in the park trail improvements as this crossing is being replaced by others as part of the Donna Channel improvement project.

Donna Drive Drainage Improvements

Roadway drainage between the properties at 2205 and 2203 on Donna Drive does not drainage to a concrete swale that flows to Bull Branch, causing roadway ponding. The City requested to repair this section of Donna Drive, to allow for positive drainage to flow towards the concrete and drain to Bull Branch.

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

The following scope of services provide the required services to deliver ready for bid documents and do not include bid and construction phase services.

Task 1 - Project Management

The project management tasks below will be performed throughout the duration of this project. The duration of this project is assumed at six months.

1.1 Project Startup. Establish sub-consultant scopes of work and agreements. Establish project controls, work plan, and schedule.

1.2 Status Meetings. HDR will conduct two online project status meetings with the City. HDR will prepare a meeting agenda for each meeting, and following each meeting, prepare meeting minutes to summarize key decisions and action items.

Task 1 Deliverables:

- Electronic PDF submittals of meeting agendas and minutes.

Task 2 - Design Data Collection

2.2 Topographic & Boundary Design Survey

Engineer will provide survey services using subconsultant Doucet. Perform field topographic, planimetric, boundary, utility surveys, office computations, 3D digital mapping, and preparation of ROW/easement acquisition documents. Surveying services for the entire project area will include the following:

- Secure right-of-entry (ROE) for surveying activities.
- Horizontal and vertical control. Horizontal control shall be based on Texas State Plane Coordinate System, North Central Zone, NAD-83. Vertical control to be based on NGVD-88. Use survey feet units.
- Locate visible utilities within the project limits.
- Generate, recover, and/or verify existing horizontal and vertical project primary control at the site, if any.
- Establish additional secondary control as needed for the project to collect data along the length of the project.
- Use iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control as applicable.
- Perform differential leveling through all the project control (primary and secondary) to establish or extend vertical control for the project.
- Perform a topographic/design survey within the project area limits. The topographic/design survey includes but is not necessarily limited to: roadway, ditches, major grade breaks, culverts, culvert types and sizes, fences, driveways, mailboxes, traffic and other signs, mailbox turnouts, striping, and visible above ground utilities.
- Process the collected information and develop a DTM file and 1-foot interval contours.
- Establish locations for each tree that is eight inches in diameter and larger and note the size and species.
- Locate SUE designated utility lines within the project limits and coordinate with SUE provider for timing of the surveying activities.
- Locate (ROW) monumentation and other evidence to reestablish the existing (ROW) lines for design purposes. The Surveyor shall perform sufficient records research from various sources to generate a property schematic of the adjoining parcels to the project. In support of the records research, The Surveyor shall perform sufficient field surveying of property corners and other evidence for boundary analysis of the affected adjoining tracts.

Task 2.2 Deliverables

- Topographic Survey – AutoCAD.dwg file with break-lines and associated files, a DTM file processed to 1.0-foot contours and the associated spot point data in ASCII format, and a list of benchmarks and project control.

Task 3 – 90% Design Submittal

3.1 Drawings - Engineer will develop drawings of proposed trail and roadway improvements in accordance with applicable City and TxDOT design criteria and specifications. Drawings may include:

a. General Information Drawings

b. Dimension Control

c. Trail Improvement Plans

d. Culvert Plans

e. Roadway Improvement Plans

f. Standard Details

g. Traffic Control Plans

h. Temporary Erosion & Sedimentation Control and Restoration Plan (SW3P)

3.2 Project Manual

a. Develop Division 00 and 01 requirements and specifications

b. Engineer to provide applicable technical specifications, special provisions, and special specifications.

3.3 Cost Estimate – Engineer update opinion of probable construction cost (OPCC). OPCC to AACE Class 2 standards (low expected actual cost -15% to +5%, high expected actual cost +5% to +20%).

Task 3 Deliverables

- Draft Design Drawings in PDF format (Size: 22”x34”)
- Draft OPCC in PDF format
- Draft Project Manual

Task 4 – Design Phase – Final PS&E (100%)

4.1 Drawings – Develop final signed and sealed plans for construction package incorporating previous review comments.

4.2 Final Project Manual – Provide final Project Manual.

4.3 Cost Estimate – Engineer update opinion of probable construction cost (OPCC). OPCC to AACE Class 1 standards (low expected actual cost -10% to +3%, high expected actual cost +3% to +15%).

Task 4 Deliverables

- Signed and Sealed Drawings in PDF format (Size: 22”x34”)
- Signed and Sealed Project Manual PDF
- Signed and Sealed Final OPCC in PDF format

PART 3.0 CITY’S RESPONSIBILITIES:

- Provide a point of contact for the City Project Manager.
- Provide documentation and information required for ENGINEER to perform the requested services.

PART 4.0 PERIODS OF SERVICE:

Services shall begin on the date of execution of this task order and shall terminate after three years, unless extended by mutual agreement. This task order may be terminated at any time by either party with seven days written notice.

PART 5.0 ENGINEER’S FEE:

Compensation for ENGINEER’s service under this Agreement shall be on the basis of Lump Sum. The amount of the lump sum is fee Not-To-Exceed an amount of **$49,126.63.**

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure

Agenda Item Number: 10.

Agenda Title: **Consider approval of an Interlocal Agreement regarding the participation of the City of Taylor and Williamson County in the design and construction costs related to the Corridor A2 Project.**

Council Action to be Taken: Approve Interlocal Agreement.

Department Submitted: City Management

Staff Contact: Jeffery Jenkins, Deputy City Manager
Jacob Walker, City Engineer

1. PURPOSE / DESCRIPTION

This Interlocal Agreement provides for the participation of the City of Taylor with Williamson County on the design and construction costs for the Corridor A2 Project.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

In April 2023, the City of Taylor approved a resolution supporting a list of projects that impacted Taylor and also agreed to match these projects if they were approved. The A2 project would connect FM 973 and Highway 95 on the south side of Taylor. This vital roadway extension is in the City's Transportation Master Plan and was ranked the highest priority for Taylor of the projects the County would consider funding. The City adopted resolution R23-18 supporting the A2 project and gave direction to pledge a $3,000,000 match to assist with funding it. Council obligated the City to provide the matching funds, as the City had to send a bond request form to the County regarding which projects the City wanted in the bond and the dollar match the City would provide if the project was approved by the voters. The Corridor A2 project made it through the County bond committee and was one of the projects included in the overall bond package that passed in November 2023.

The total cost for the A2 project is estimated to be $29,500,000 and the city would provide a match of $3,000,000 to go towards the project. This project match was discussed during the October 17th CIP Bond meeting and is one of the items that must be funded in this next bond issuance. The funding for this project would come from the 2025 Certificate of Obligations and

paid to the County on June 15, 2025. This Interlocal Agreement needs to be approved to finalize the City payment and our obligation.

3. PROS and CONS

PROS	CONS
• Provides for better connectivity in this area • County funds majority of the project	•

4. RECOMMENDATION

Approve agreement.

5. FUNDING SOURCE

Certificate of Obligation.

6. TIMELINE

Construction is anticipated to start in 2025.

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. WILCO -- ILA w City of Taylor For A2 Corridor Project (AH 1.29.24)(Audit and HNTB rev 2.29.24)(AH 10.14.24)(AH 10.17.2024) -- Clean (002)
2. Presentation 10.24 ILA Wilco A2 JJ
3. R23-18 3-road and 3-trail projects, Wilco Bond election
4. WILCO Bond Projects (2) presentation April 2023

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF TAYLOR, TEXAS AND WILLIAMSON COUNTY, TEXAS IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE CORRIDOR A2 PROJECT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("**Agreement"**) is entered into between the City of Taylor, Texas ("**City**"), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas ("**County**"). In this Agreement, City and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing and constructing a roadway from FM 973 to State Highway 95, as shown in Exhibit "A" attached hereto ("County Project");

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City's participation in the design, right-of-way acquisition, utility relocation, and construction of the County Project.

II.
DESIGN AND CONSTRUCTION OF COUNTY PROJECT

2.01 Design of County Project. The County shall be responsible for contracting with a firm ("Design Firm") regarding the engineering and design for the County Project and shall ensure that the design includes the following:

A new location three-lane road between FM 973 and SH 95.

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisition, relocation of utilities not owned by the City, construction bidding, project management, and all other costs related to the County Project ("Project Cost"). The estimated Project Cost is $29,500,000.00 which includes all costs related to the County Project; except that the City shall be solely responsible for the relocation of any City utilities.

2.03 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

III.
CITY OBLIGATIONS

3.01 City Payment. The City shall reimburse the County for the County Project in an amount not to exceed THREE MILLION AND NO/100 DOLLARS ($3,000,000.00) for the design, right-of-way acquisition, and construction, including utility relocation costs for utilities not owned by the City (together "City Participation Amount"). The County will submit an invoice for the City Participation Amount upon award of the construction contract. City payment shall be due on June 15, 2025.

3.02 NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This

applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

TAYLOR:
400 Porter Street
Taylor, TX 76574
Attn: Brian Laborde
Telephone: (512) 352-6475
Facsimile: (512) 352-6037

COUNTY:
710 S. Main Street
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

THE CITY OF TAYLOR, TEXAS

By:_____
Dwayne Ariola, Mayor

ATTEST:

By: _____
Lucy Aldrich, City Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2024, by _____ as _____ of the City of Taylor, Texas, on behalf of said City.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ATTEST:

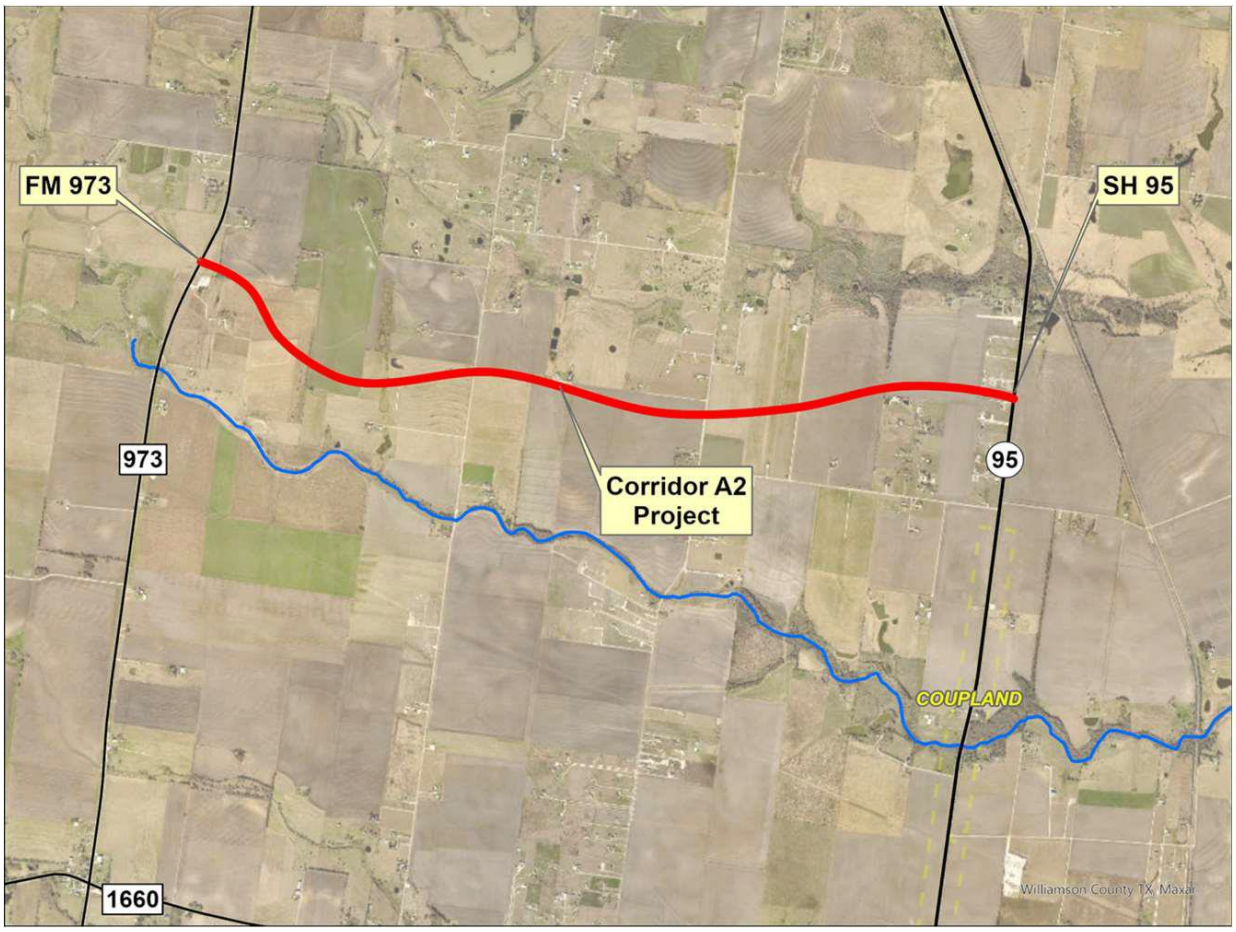
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

EXHIBIT “A”


FM 973
SH 95
973
95
Corridor A2
Project
COUPLAND
1660
Williamson County TX, Maxar

City Council Meeting

October 24, 2024

Consider Interlocal Agreement regarding the participation of the City of Taylor and Williamson County in the design and construction costs related to Corridor A2

Background and Next Steps

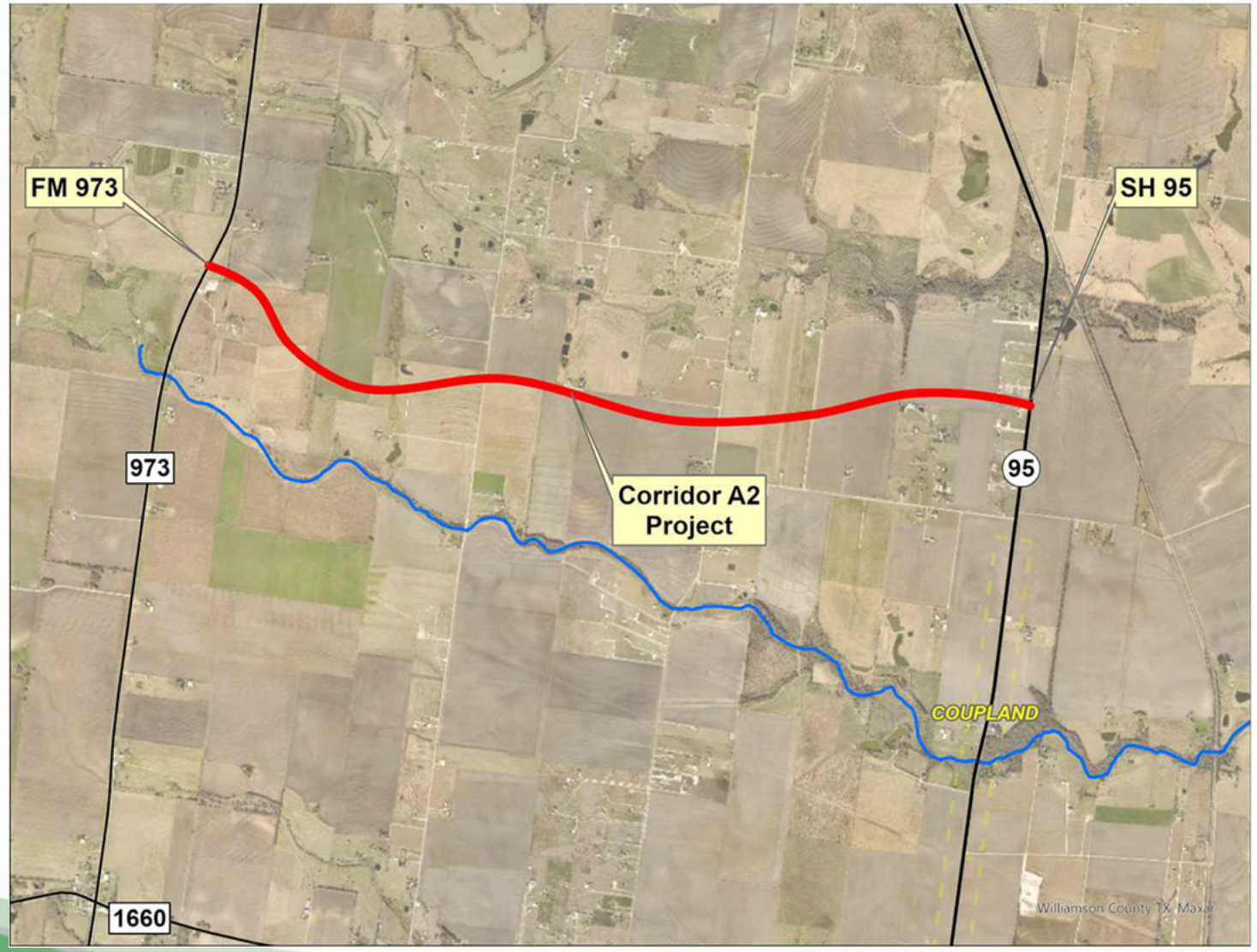
Background:

- City Council approved Resolution 23-18, supporting A2 Regional Road to be on the November 2023 County Bonds
- A2: Within City Transportation Master Plan, connects FM 973 and Highway 95 in south Taylor. Total project estimated $29 million
- City Council pledged and obligated $3 million match for the project
- Voters approved $825 million in bonds with A2 as part of the project

Next Steps:

- Consider approving Interlocal Agreement with Williamson County
- Provides for terms for the City to provide the match on June 15, 2025
- City match would be from the 2025 Certificate of Obligations
- Match was discussed October 17th meeting, must fund project
- County anticipates construction to start in next year

Project Map A2 Corridor



Questions ?

RESOLUTION R23-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS IN SUPPORT OF THREE ROAD PROJECTS AND THREE TRAIL SYSTEM PROJECTS FOR THE 2023 WILLIAMSON COUNTY ROAD AND PARK BOND ELECTION.

WHEREAS, the Williamson County Commissioners Court is planning to submit a list of potential bond funded roadway projects to the voters of the County of Williamson for approval in November 2023; and

WHEREAS, Corridor A2 will be a critical regional roadway extension between FM 973, the Samsung Highway, and US 79 East of Taylor as described in the City's Transportation Master Plan; and the City of Taylor has determined it is the number one ranked project for the City on this Bond Election; and

WHEREAS, CR 401 Extension from US 79 north to Chandler Road is also a critical connection of a community boulevard as described in the City's Transportation Master Plan and is essential to enhance the effective and efficient movement of local and regional traffic and development growth in the western part of Taylor; and the City of Taylor has ranked CR 366 improvements second; and

WHEREAS, the Southeast Loop Segment 2 is also a critical transportation link that is critical to the regional transportation and economic development of the City of Taylor, and that the City of Taylor has ranked the Southeast Loop Segment 2 as number three.

WHEREAS, updating Williamson County's Trails Master Plan to include proposed trails expanding throughout East Williamson County and tying into the City of Taylor's trail system is a crucial component for multi-modal and recreational transportation of the continuing expansion of East Williamson County and the City of Taylor; and the City of Taylor has ranked it the number one project for the City on this Bond Election; and

WHEREAS, the South Taylor Trail Project will be an essential pedestrian and bicycle connection between the City's terminus of the Bull Branch Trail in Robinson Park extending along Mustang Creek to Taylor High School where it will provide a critical ADA route for students, residents, and recreationalists to travel to-and-from southwest Taylor throughout the City on foot or on bike; and the City of Taylor has ranked it second; and

WHEREAS, the Hutto-to-Taylor Trail Connection Project will be a very important link creating bicycle and pedestrian connectivity amongst the cities as well as throughout the remainder of Williamson County to the west, and the City of Taylor has ranked it third.

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

SECTION 1: That the City Council wishes to make it known to the Williamson County Commissioner's Court that the Council supports the placement of proposed Corridor A2 from FM 973 to HWY 95 on the list of road projects to be submitted to the voters for approval for bond funding, and

SECTION 2: That the City Council wishes to make it known to the Williamson County Commissioner's Court that the Council supports the placement of the extension of CR 401 from

US 79 to Chandler Road on the list of road projects to be submitted to the voters for approval for bond funding.

SECTION 3: That the City Council wishes to make it known to the Williamson County Commissioner's Court that the Council supports the placement of the construction of the Southeast Loop Segment 2 on the list of road projects to be submitted to the voters for approval for bond funding.

SECTION 4: That the City Council wishes to make it known to the Williamson County Commissioner's Court that the Council supports the placement of an update to the Williamson County Trails Master Plan to include development of East Williamson County trails tying into the Taylor Trail System on the list of trail projects to be submitted to the voters for approval for bond funding.

SECTION 5: That the City Council wishes to make it known to the Williamson County Commissioner's Court that the Council supports the placement of the South Taylor Trail from Robinson Park to Taylor High School along Mustang Creek on the list of trail projects to be submitted to the voters for approval for bond funding.

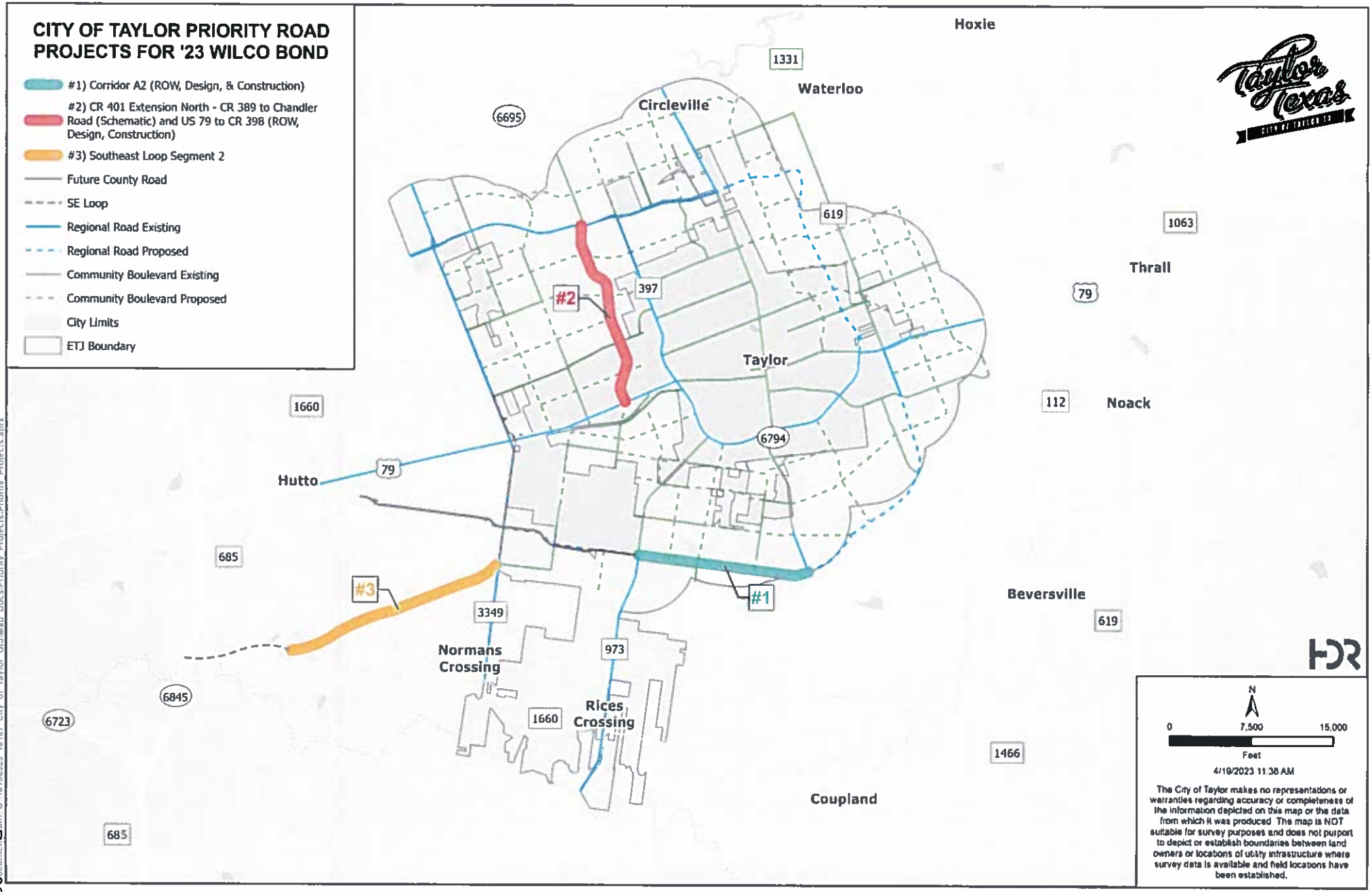
SECTION 6: That the City Council wishes to make it known to the Williamson County Commissioner's Court that the Council supports the placement of the Hutto-to-Taylor Trail Connection Project on the list of trail projects to be submitted to the voters for approval for bond funding.

PASSED, AND APPROVED ON THIS 27th DAY OF APRIL, 2023.

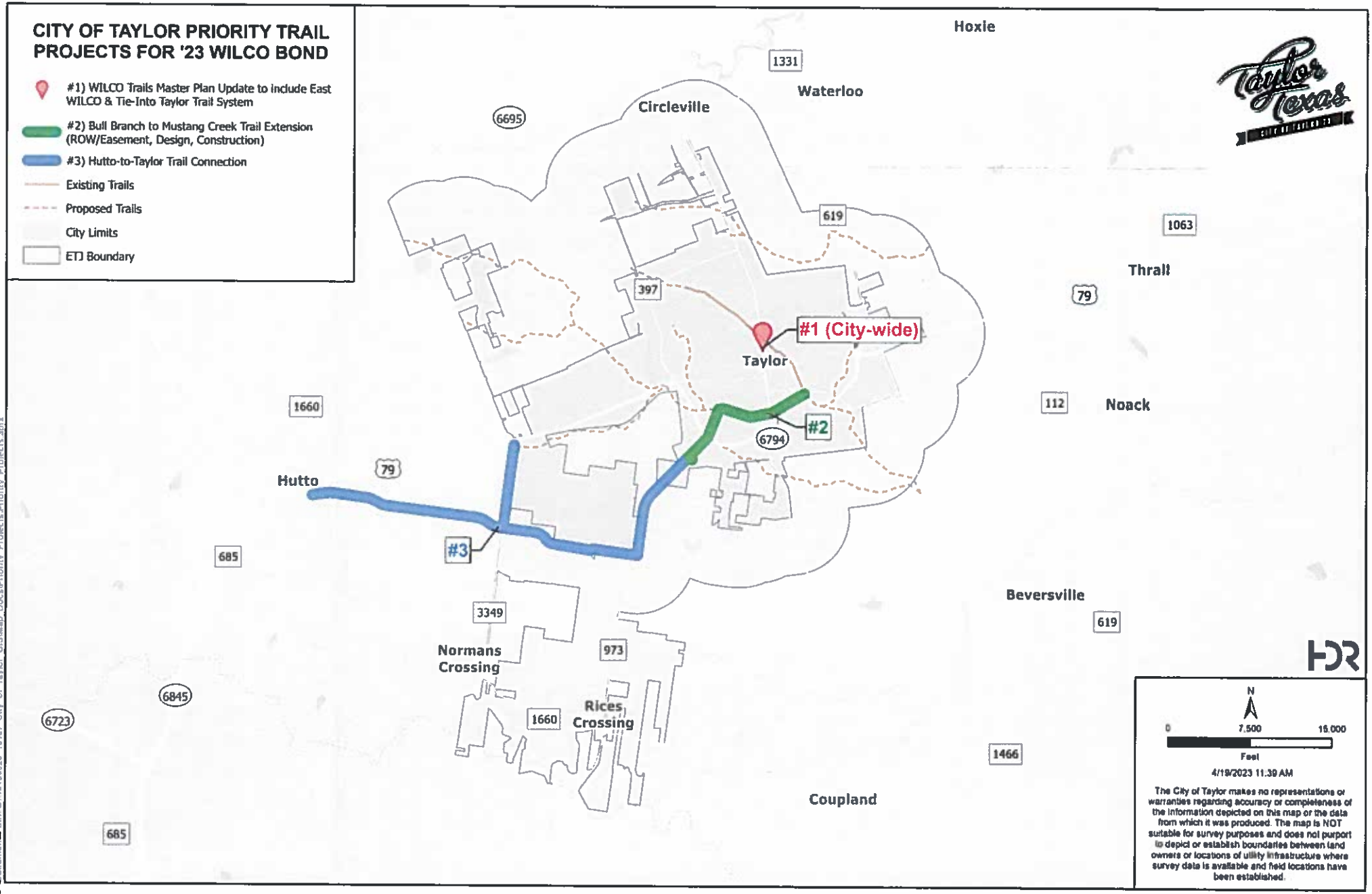
Brandt Rydell, Mayor
City of Taylor

ATTEST:

Dianna McLean
City Clerk



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CITY OF TAYLOR PRIORITY TRAIL PROJECTS FOR '23 WILCO BOND
#1) WILCO Trails Master Plan Update to include East WILCO & Tie-Into Taylor Trail System
#2) Bull Branch to Mustang Creek Trail Extension (ROW/Easement, Design, Construction)
#3) Hutto-to-Taylor Trail Connection
Existing Trails
Proposed Trails
City Limits
ETJ Boundary
Hoxie
1331
Waterloo
Circleville
6695
619
1063
Thrall
397
79
#1 (City-wide)
Taylor
1660
112
Noack
#2
6794
79
Hutto
#3
685
Beversville
619
3349
Normans Crossing
973
6845
6723
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The City of Taylor makes no representations or warranties regarding accuracy or completeness of the information depicted on this map or the data from which it was produced. The map is NOT suitable for survey purposes and does not purport to depict or establish boundaries between land owners or locations of utility infrastructure where survey data is available and field locations have been established.

Resolution R23-18
November 2023 Williamson County
Road & Park Bond Election

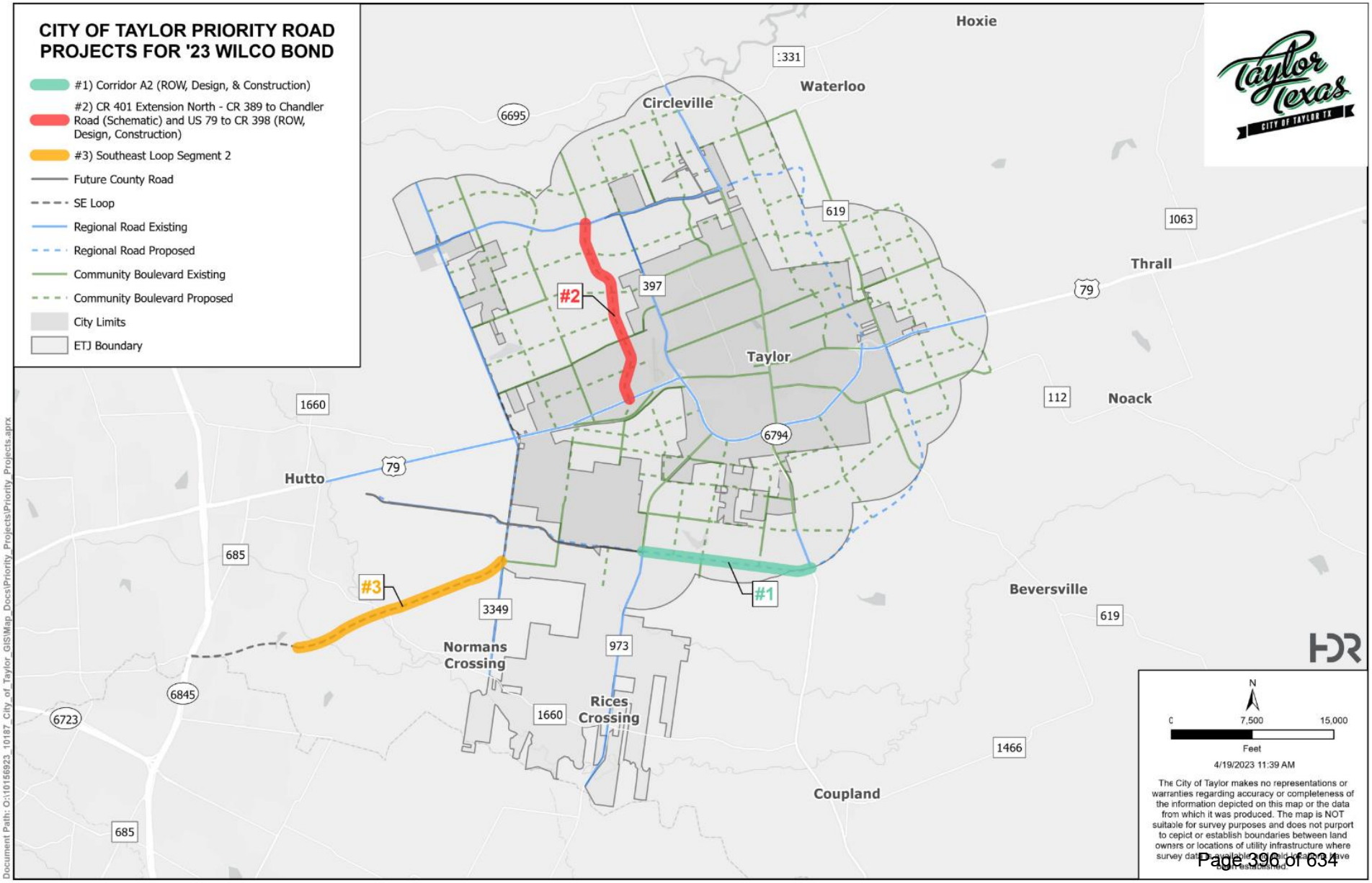
City of Taylor's Priority Projects

April 27, 2023

Resolution R23

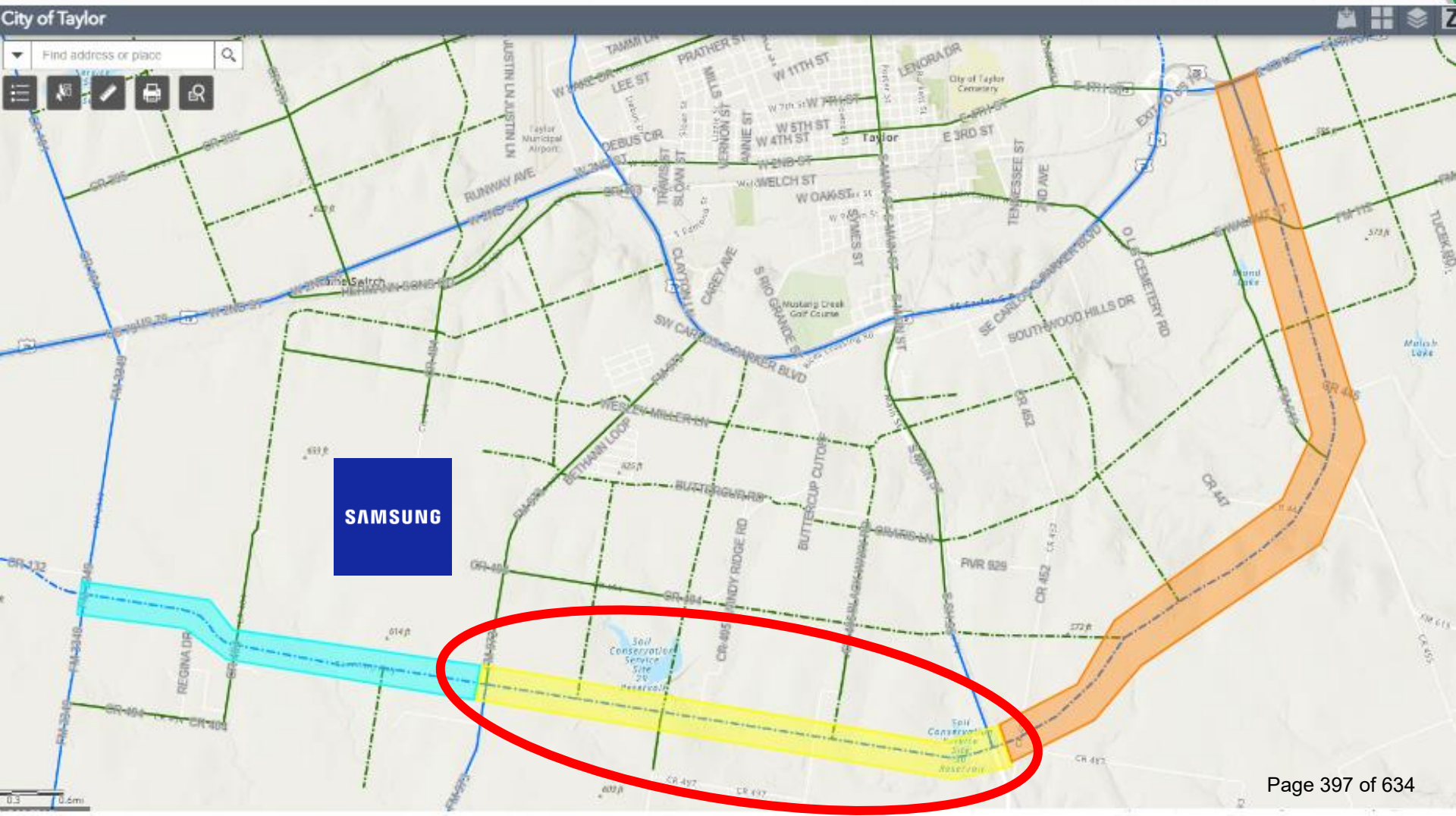
- Williamson County is considering holding a road and park bond election in November 2023
- During the next several months the County will be receiving and evaluating input from local communities and the public for projects to include in a possible bond election.
- The County asked that Taylor provide its top three (3) roadway/drainage projects and/or your top three (3) regional trail connection projects it would like the County to consider funding in partnership with the City.
- Local cost participation is strongly encouraged and will be used to evaluate projects.
- The City of Taylor is recommending 3 road projects and 3 trail projects for consideration.

Resolution R23 - Roads



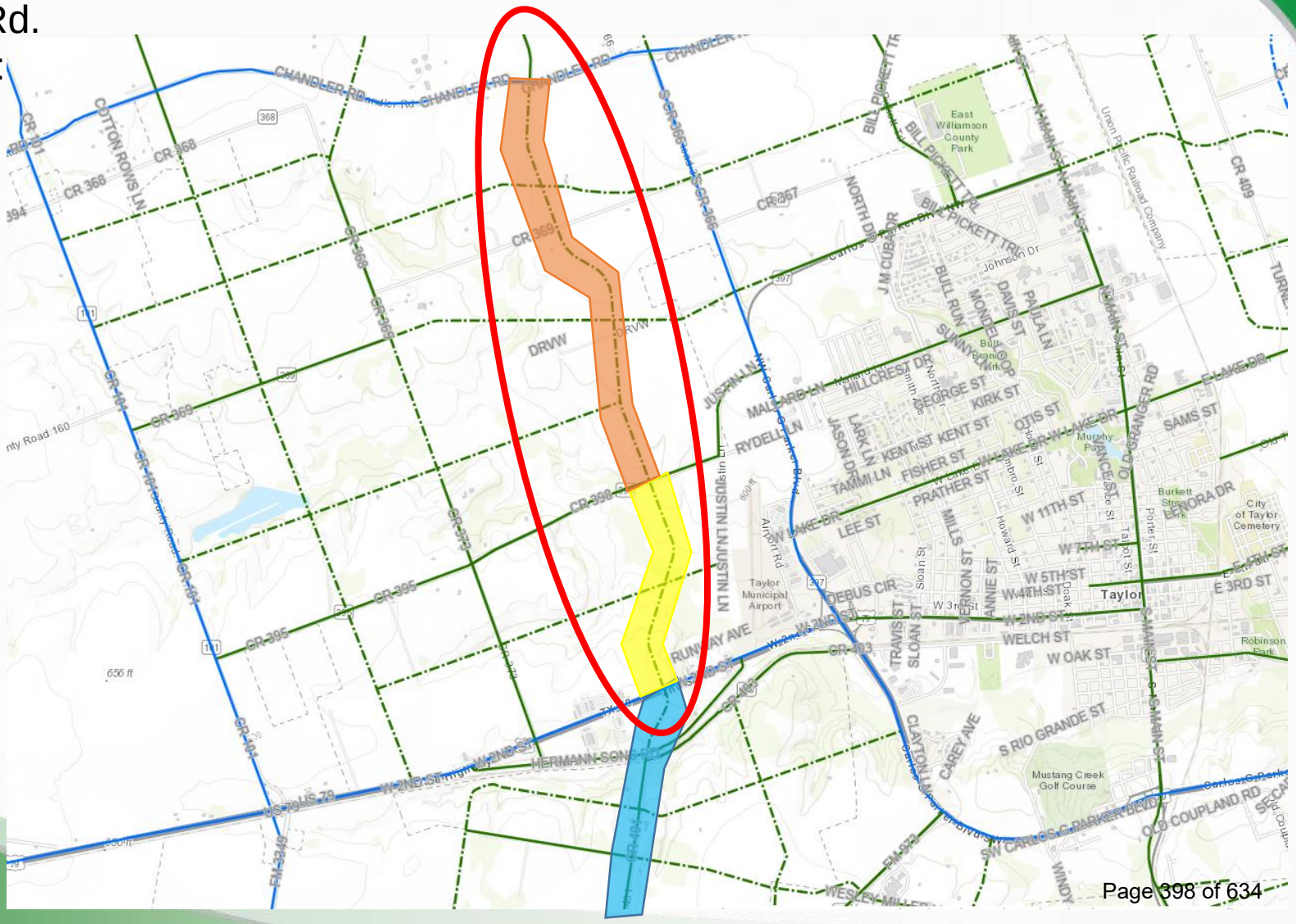
#1 – Corridor A2

- Extension of Samsung Highway from FM 973 to HWY 95
- ROW, Design, Construction
- City Match: 10% up to $3M



#2 – CR 401 Extension

- Extension of CR 401 North from US 79 to Chandler Road
- ROW, Design, Construction from US 79 to CR 398; Schematic from CR 398 to Chandler Rd.
- City Match:

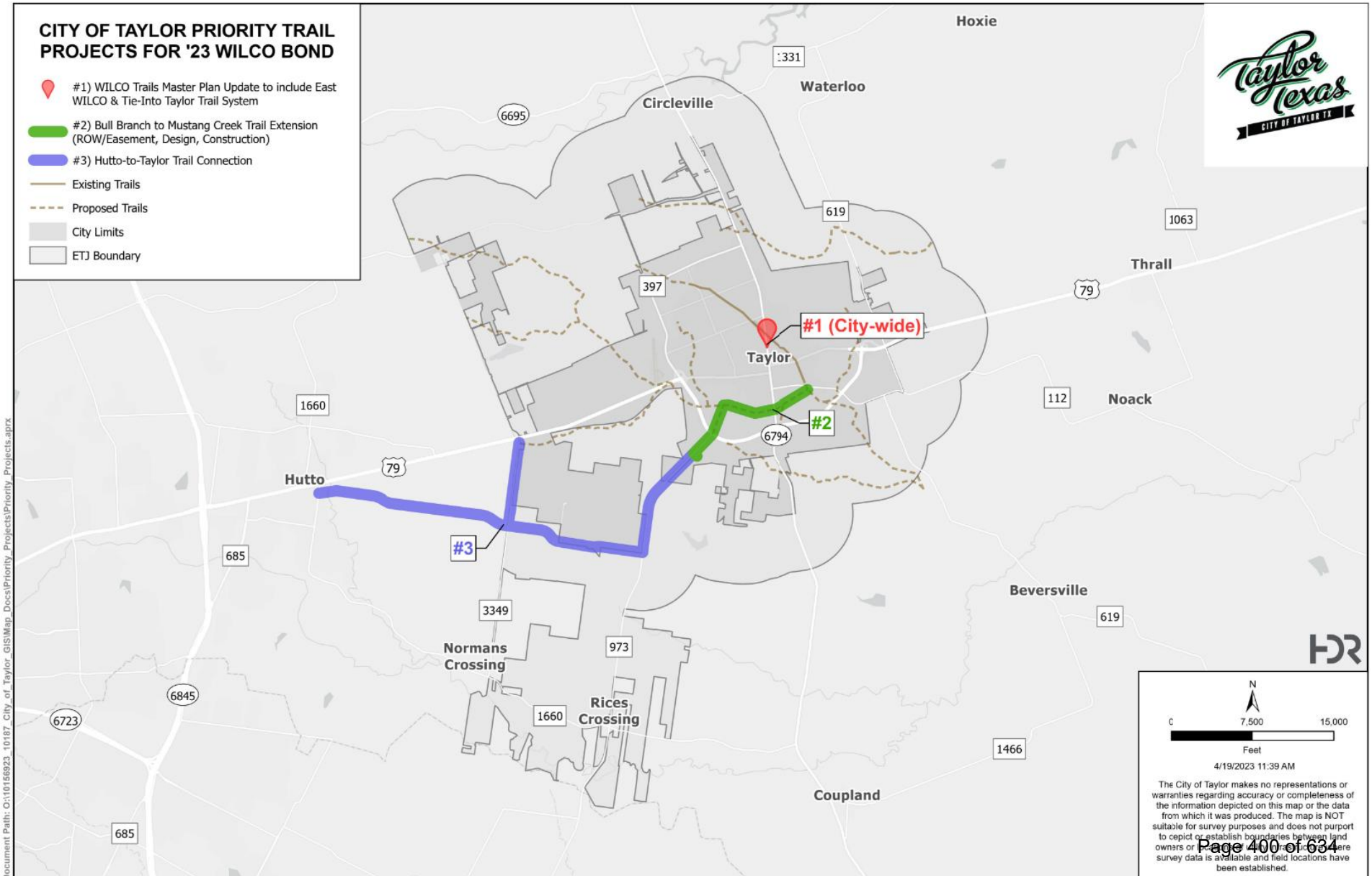


#3 – Southeast Loop Segment 2

- Extension of CR 401 North from US 79 to Chandler Road
- Construction of Southeast Loop Segment 2
- City Match: $0

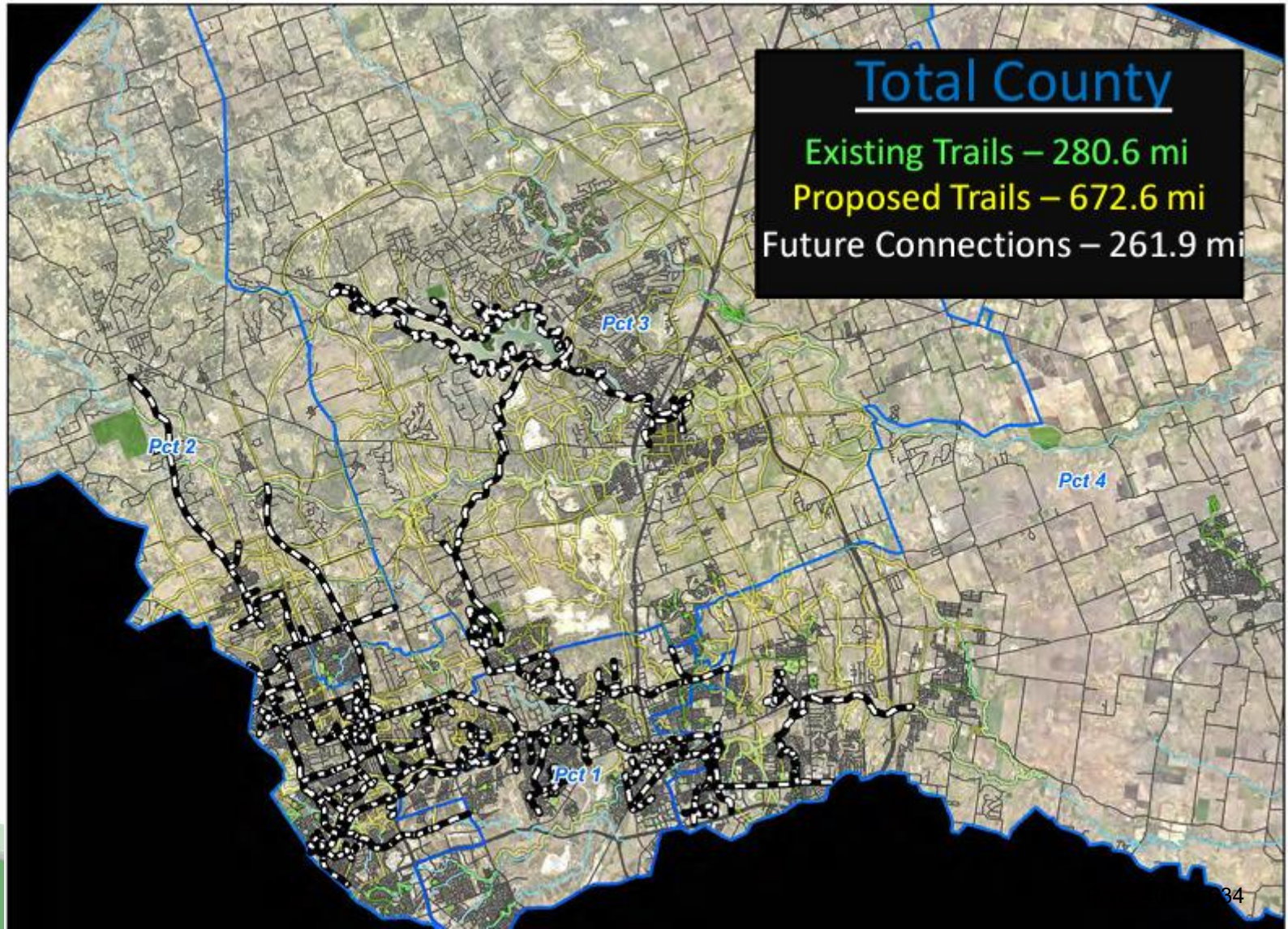


Resolution R23 - Trails



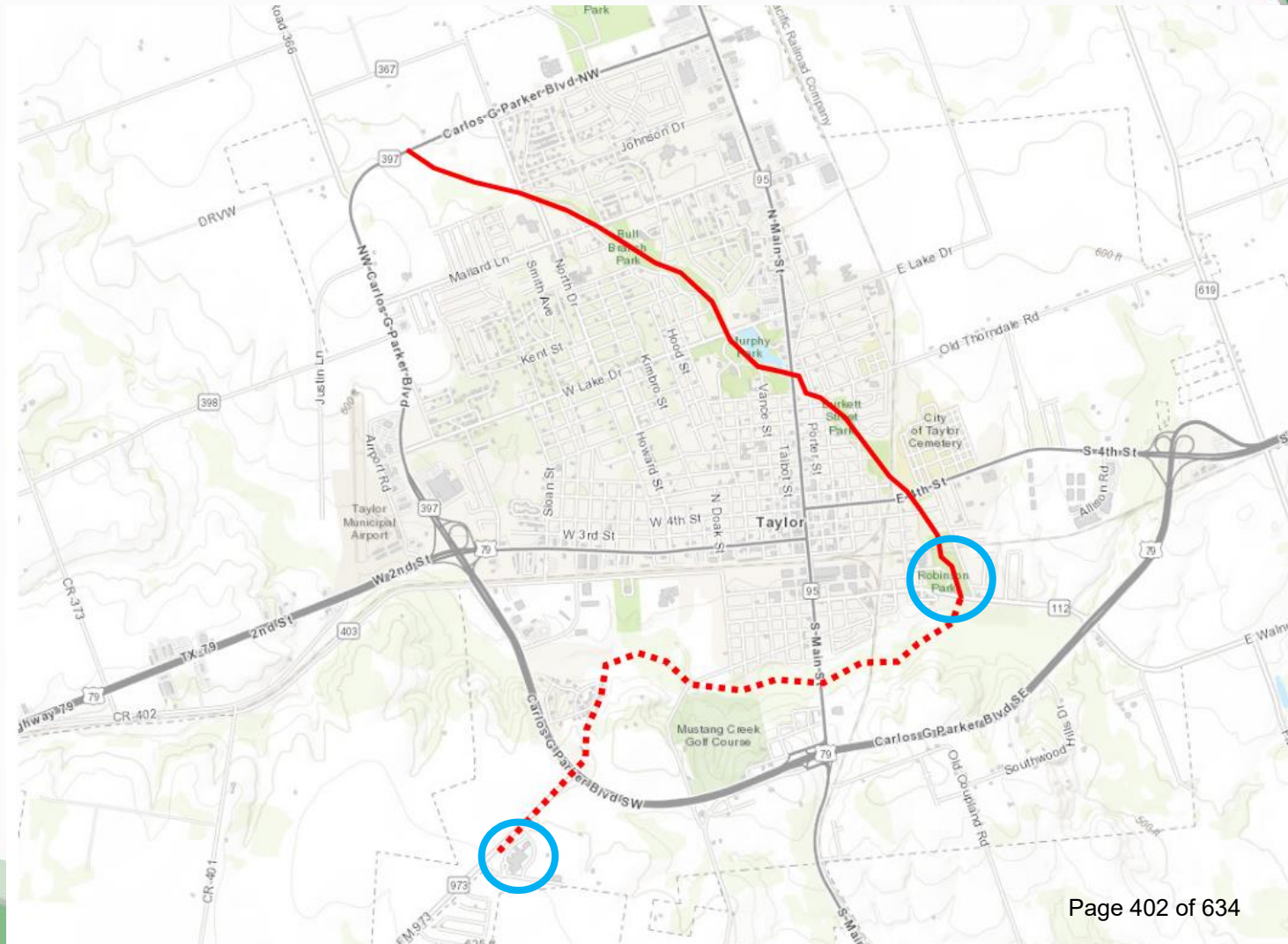
#1 – Update to WILCO Trails Master Plan

- Update the County's master plan to include East WILCO & Taylor Trails
- City Match:



#2 – South Taylor Trail

- Proposed trail along Mustang Creek connecting to Bull Branch Trail in Robinson Park
- ROW, Design, Construction
- City Match: 10% up to $1M



#3 – Hutto-to-Taylor Trail Connection

- Proposed trail as part of the County's overall network that would connect the Western part of the County to Taylor by tying Hutto's Cottonwood Creek Trail to Taylor
- ROW, Design, Construction
- City Match: 10% up to $1M



Resolution R23
November 2023 Williamson County Road & Park Bond Election

City of Taylor's Priority Projects

Questions or Comments?

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure

Agenda Item Number: 11.

Agenda Title: **Consider approval and issuance of a Purchase Order for hydraulic modifications at the Mustang Creek Wastewater Treatment Plant.**

Council Action to be Taken: Consider and authorize issuing a purchase order for hydraulic modifications needed at the Mustang Creek Wastewater Treatment Plant

Department Submitted: Public Works

Staff Contact: Jim Gray, Director
Jacob Walker, City Engineer

1. PURPOSE / DESCRIPTION

This item refers to authorizing and issuing a purchase order to CSA Construction, Inc. for modifications needed to address effluent hydraulics from Treatment Train 2 at the Mustang Creek Wastewater Treatment Plant.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Treatment Train 2 at the Mustang Creek Wastewater Treatment Plant, which had been out of service for years and in poor shape, was recently rehabilitated and restored for service. After the treatment unit was started up unforeseen hydraulic issues were observed in the effluent piping leaving the Train 2 clarifier, which include air entrapment from the clarifier launder and related hydraulic surges. The hydraulic surges impact the downstream ultraviolet (UV) system operation at higher flows, and potentially the plant's treatment capabilities under differing flow conditions which is a potential risk for meeting permit requirements.

A modification plan was developed to address the Train 2 hydraulic issues, which includes installing an effluent drop box at the clarifier launder, and replacing the 16" pipe connecting to the launder with a 24" pipe that will connect to the drop box. Modifications are also included in the plan to install a watertight manhole lid for the downstream manhole to mitigate potential overflows.

The modification plan was issued to four contractors to solicit proposals to perform the work and only three proposals were received. The following table summarizes the proposal costs and anticipated time to complete the work.

Contractor	Cost	Time (Days)	Comments
CSA Construction Inc.	$127,586.27	21	Time based on material availability when propos
Prota Inc.	$115,000.00	40 to 47	4-5 weeks for materials, 12 days to construct
Archer Western Construction	$350,000.00	35	Higher price due to assumed bypass pumping

The proposals were evaluated for both cost and time. It is important to complete the modifications as soon as possible to solidify the plant's treatment capabilities for differing flow conditions which includes receiving Samsung discharge flows that will start in November. Although CSA Construction, Inc.'s (CSA) proposal is higher than the proposal from Prota, CSA anticipates completing the work in half the time. CSA's experience from completing the recent Train 2 rehabilitation is anticipated to aid in expediting the modifications. Given the importance of the treatment plant capabilities for handling increased flows and meeting permit requirements, it is recommended to authorize and issue a purchase order to CSA Construction, Inc. to complete the Train 2 modifications for the amount to $127,586.27.

3. PROS and CONS

PROS	CONS
• Modifications will address hydraulic issues that impact treatment capabilities. • CSA Construction anticipates completing the work in the shortest time frame, half of the low-cost proposal. • Completing the work in the shortest time frame will improve treatment capabilities for varying and increased flow conditions, which includes receiving flows from Samsung. CSA's experience with the Train 2 rehabilitation will aid in expediting the effluent line modifications.	• The CSA proposal is higher than the low-cost proposal.

4. RECOMMENDATION

Authorize and issue a purchase order to CSA Construction Inc. for modifications to address

Train 2 effluent hydraulic issues at the Mustang Creek Wastewater Treatment Plant in the amount of $127,586.27.

5. FUNDING SOURCE

Wastewater Treatment Plant Budget: 340-706

6. TIMELINE

CSA anticiaptes completing the work in 21 days from notice to proceed. The schedule was based on material availability at the time the proposal was prepared.

7. OTHER OPTIONS

Issue the purchase order for the modifications to Prota, Inc.

8. ATTACHMENTS

1. PPTX Slides

CONSIDER ISSUING A PURCHASE ORDER FOR MODIFICATIONS AT THE MUSTANG CREEK WASTEWATER TREATMENT PLANT

City Council

City of Taylor

October 24, 2024

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SUMMARY

- Treatment Train 2 at the wastewater treatment plant has unforeseen hydraulic issues that effect treatment capabilities.
- A modification plan to address the issues was developed and issued to contractors to solicit proposals for completing the work.
- The modifications are needed to be completed as soon as possible to better handle varying and increased flows and to meet permit requirements, including receiving flows from Samsung.

CONTRACTOR PROPOSALS

Contractor proposals to complete the work:

Contractor	Cost	Time (Days)	Comments
CSA Construction Inc.	$127,586.27	21	Time based on material availability when proposal was prepared
Prota Inc.	$115,000.00	40 to 47	4-5 weeks for materials, 12 days to construct
Archer Western Construction	$350,000.00	35	Higher price due to assumed bypass pumping

Although CSA's proposal is higher than Prota's, CSA anticipates completing the work in the shortest time, half of the low-cost proposal.

- Improved treatment capabilities for meeting varying and planned increased flows.
- CSA's experience from completing the recent Train 2 rehabilitation will aid in expediting the modifications.

Recommend authorizing and issuing a purchase order to CSA Construction, Inc. in the amount of $127,586.27.

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure Quality of Life Economic Vitality

Agenda Item Number: 12.

Agenda Title: **Hold a public hearing and introduce Ordinance 2024-45 regarding a request to allow an Infill Neighborhood Plan generally located at 1120 W. Lake Drive, to modify permitted building types and heights within the P3: Neighborhood Place Type, legally described as approximately 1.24 acres of land situated in Hague Heights, Block One, Lots 8 through 13, more particularly described by the Williamson Central Appraisal District Parcel R017151, Taylor, Williamson County, Texas.**

Council Action to be Taken: Hold a public hearing and introduce Ordinance 2024-45

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

Hold a public hearing and introduce Ordinance 2024-45

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The requested Infill Neighborhood Plan to change to Place Type P3 – Neighborhood with modification to the allowable building types and limit the building heights, aims to provide housing that would be like the existing housing in the surrounding neighborhood. Upon analyzing the request, the proposed rezoning is consistent with the surrounding zoning of neighborhood homes to the north and south immediately adjacent to the subject property. The plat from 1915 depicts a total of six lots (8, 9, 10, 11, 12, and 13) that were merged into one parcel. The request is to activate the acreage as it was intended and previously platted to create further density in the area. A change of Place Type is required as the individual lots will be less than the area minimum (1 acre) required in the existing P2.5 Place Type. P3 aligns more accurately with the configuration of the platted lots from the 1915 Hague Heights Addition. Additionally, access along W. Lake Drive for lots 8 and 9 shall be limited to consist of one shared access off W. Lake Drive.

Consideration by the Planning and Zoning Commission further modified the Permitted Building

Types to exclude Attached Dwellings, Cottage Courts, and Duplexes, and limit the building height to two stories.

3. PROS and CONS

PROS	CONS
• Infill housing on vacant land • Infill housing where existing infrastructure is located • Increase in tax base	•

4. RECOMMENDATION

At the October 8th Planning and Zoning Commission meeting, the Commission voted (6-2) to recommend approval of the Infill Neighborhood Plan request with the following modifications to the P3 Place Type zoning: Grant P3 Place Type excluding Attached Dwellings, Cottage Courts, and Duplexes, and limit the building height to two stories.

5. FUNDING SOURCE

n/a

6. TIMELINE

Planning and Zoning Commission Public Hearing and Recommendation to City Council - October 8, 2024
City Council Public Hearing and Introduce Ordinance - October 24, 2024
City Council Consider Ordinance - November 14, 2024

7. OTHER OPTIONS

n/a

8. ATTACHMENTS

1. _10_PZ-2024-2212_1120 W Lake Dr Infill Neighborhood Plan Staff Report_rev
2. _10a_PZ-2024-2212_Survey from Applicant
3. _10b_PZ-2024-2212_Hague Heights Addition Plat circa 1915
4. _10c_PZ_2024_2212_ Location Map
5. _10d_PZ_2024_2212_ Current Zoning
6. _10e_PZ_2024_2212_ Proposed Zoning
7. _10f_PZ_2024_2212_ Growth Sector
8. _10g_PZ_2024_2212_ Future Land Use
9. _10h_PZ_2024_2212_Notification Map

10. _10j1_PZ-2024-2212_Survey_Exhibit A
11. _10j_PZ-2024-2212_1120 W Lake Drive Place Type Change Ordinance 2024-45
12. _10j2_PZ-2024-2212_Neighborhood Infill Standards_Exhibit B
13. _10j3_PZ-2024-2212_Proposed Zoning_Exhibit C
14. PPT PZ-2024-2212

City of Taylor

PZ-2024-2212

Infill Neighborhood Plan

Staff Report

Item Details

Subject Property:	1120 W. Lake Drive
Total Acreage:	Approximately 1.240 acres
Legal Description:	Approximately 1.240 acres of land generally located at 1120 W. Lake Drive, more particularly described by the Williamson Central Appraisal District Parcel R017151, Murphy Addition, Hague Heights, Block 1, Lot 8-13, Taylor, Williamson County, Texas
Property Owner:	Jonathan Downs, Smart Nest LLC
Request:	A request for an Infill Neighborhood Plan for property generally located at 1120 W. Lake Drive.
Case History:	This is the first hearing of the Infill Neighborhood Plan. A zoning amendment request from Place Type P2.5 – Large Lot to Plance Type P3 – Neighborhood was heard in August, but the application was withdrawn.

Overview of Applicant's Request & Background

The subject property currently consists of a single-family home located at the northeast corner of North Drive and W. Lake Drive. The subject property is shown to be developed as one parcel but is platted as six individual lots that have all come under one ownership. The Hague Heights Addition (1915) shows how the subject property and surrounding properties in the addition were intended to develop in a denser configuration. The applicant previously requested a zoning amendment request from Place Type P2.5 – Large Lot to Plance Type P3 – Neighborhood in August 2024. The Planning & Zoning Commission voted to table the item, and the applicant elected to remove the item from the City Council agenda.

The applicant is now requesting an Infill Neighborhood Plan to change to Place Type P3 – Neighborhood with modification to the allowable building types to exclude Cottage Court and limit the building height to two-stories to develop the remaining five lots as platted. This would allow the applicant to develop the 6 lots with the P3 Neighborhood standards, limiting the maximum building height to 2 stories and excluding the Cottage Court building type. Cottage Court would allow for a group of individual, small dwelling units on a single lot or on individual lots that share a central courtyard

Location:

The subject property is a corner lot located at 1120 W. Lake Drive at the northeast corner of North Drive and West Lake Drive. The subject property is bounded by W. Lake Drive to the South, North Drive to the West, and Fisher Street to the North.

Physical and Natural Features:

The subject property consists of the six lots combined into a 1.240-acre parcel. The subject property consists of one single family home and additions of garage space.

Growth Sector Designations:

The subject property is located within Infill Growth Sector (G-5). The Infill Growth Sector is made up of areas that are already developed and served by infrastructure. They are also intended for higher intensity uses than are currently in place (Envision Taylor Comprehensive Plan page 50).

Future Land Use and Zoning Designations:

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

The subject property is currently zoned Place Type P2.5 – Large Lot. The P2.5 Large Lot Place Type includes properties that are one (1) acre or greater. Generally, the lots contain one (1) or more structures with large setbacks from the street. Properties may be entirely fenced but can be seen from the street edge. Generally, the properties are residential in nature. The proposed P3 Place Type does not have an area minimum and permits Detached and Attached Dwellings, Cottage Courts, Duplexes, Accessory Dwelling Units, Residential Accessories, and Civic Buildings.

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	P3 Neighborhood	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Single Family Home
South	P3 Neighborhood	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Single Family Home
East	P2.5 Large Lot	Infill Growth Sector (G-5)	Market: Neighborhood	Single Family Home
West	P2.5 Large Lot	Infill Growth Sector (G-5)	Market: Neighborhood	Single Family Home

Transportation

The subject property gains access off North Drive for the existing home (lot 10). Lots 8 and 9 will also take access off W. Lake Drive and Lots 11, 12, and 13 will have access off Fisher Street. W. Lake Drive is identified as a Community Boulevard and North Drive is identified as a Neighborhood Avenues connect neighborhoods with the surrounding community and are typically low-speed, moderate volume streets. Community Boulevards are primary routes connecting major areas of the city and they are typically moderate-speed, high-volume streets. Turning movements should be limited on Community Boulevards when possible.

Utilities

The subject property is located within the City of Taylor water and wastewater CCN. There are adequate water lines bounding the subject property (8-inch – 12-inch lines). There is a 6-inch wastewater line on W. Lake Drive and North Drive.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the zoning map amendment request. Twenty-one (21) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, September 22, 2024.

Staff Analysis

The requested Infill Neighborhood Plan to change to Place Type P3 – Neighborhood with modification to the allowable building types to exclude cottage court and limit the building height to two-stories, aims to provide housing that would be like the existing housing in the surrounding neighborhood. Upon analyzing the request, the proposed rezoning is consistent with the surrounding zoning of neighborhood homes to the north and south immediately adjacent to the subject property. The plat from 1915 depicts a total of six lots (8, 9, 10, 11, 12, and 13) that were merged into one parcel. The request is to activate the acreage as it was intended and previously platted to create further density in the area. A change of Place Type is required as the individual lots will be less than the area minimum (1 acre) required in the existing P2.5 Place Type. P3 aligns more accurately with the configuration of the platted lots from the 1915 Hague Heights Addition. Additionally, access along W. Lake Drive for lots 8 and 9 shall be limited to consist of one shared access off W. Lake Drive.

- **LU9** – Promote development patterns that maximize the use of existing infrastructure and land before expanding infrastructure to underdeveloped areas.
    - The proposed development on the subject property an existing lot as a neighborhood infill redevelopment with existing utilities.

Planning and Zoning Commission Recommendation

At the October 8th Planning and Zoning Commission meeting, the Commission voted (6-2) to recommend approval of the Infill Neighborhood Plan request with the following modifications to the P3 Place Type zoning: Grant P3 Place Type excluding Attached Dwellings, Cottage Courts, and Duplexes, and limiting the building height to two stories.

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

Is the rezoning consistent with the Comprehensive Plan?

- The rezoning request is partially consistent with the Comprehensive Plan. It seeks to provide an increase in density and housing to the large lot but the P3 – Neighborhood Place Type will not activate

Is the rezoning compatible with the surrounding area?

- The rezoning is compatible with other adjacent properties as they are primarily P3 – Neighborhood Place Type which is to the north and south of the subject property.

Does the rezoning promote the public health, safety, or general welfare?

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

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

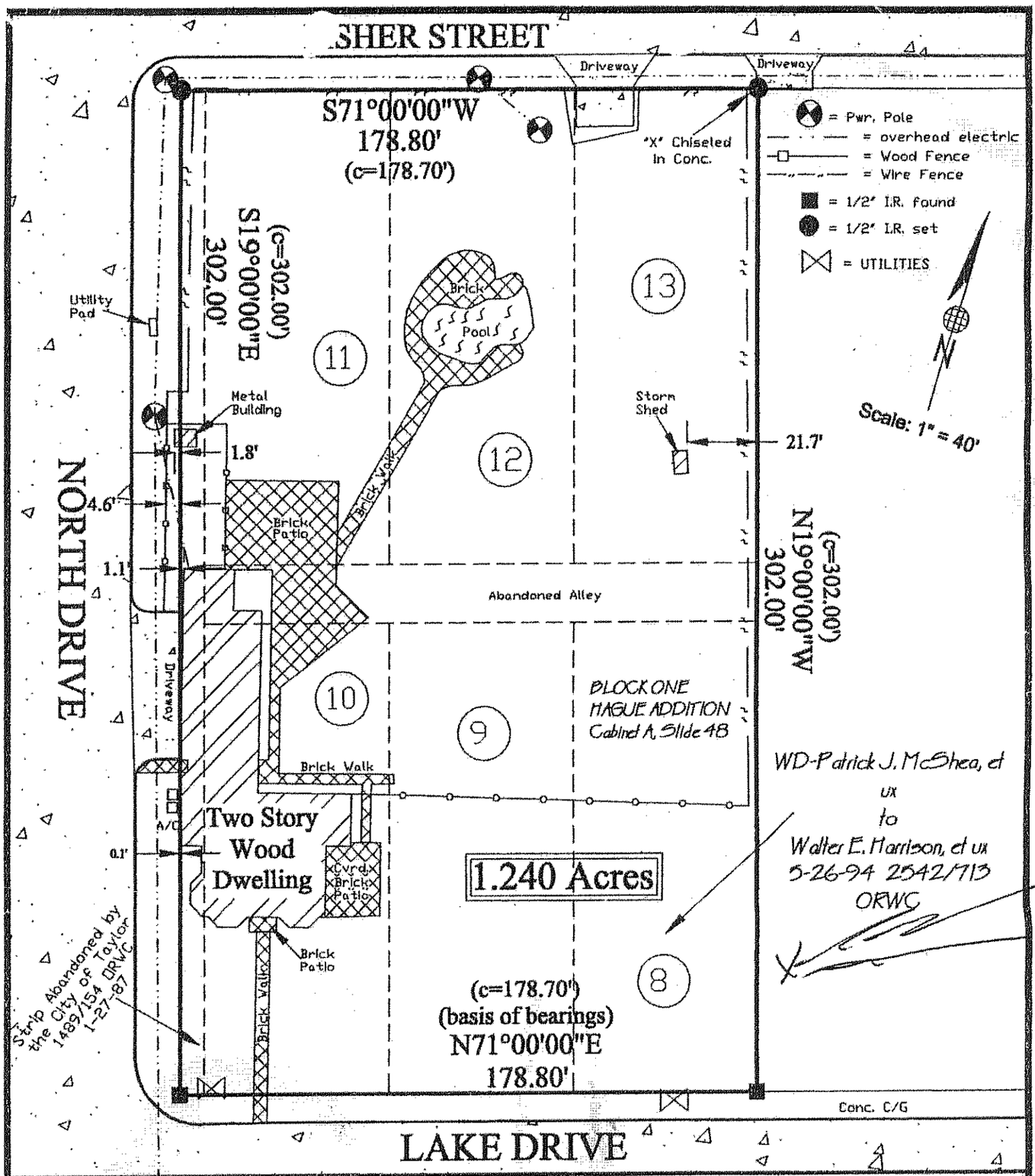
- There are existing public utilities adequate for infill development.

Do current conditions indicate that a rezoning is necessary?

- To proceed with development as platted in the Hague Heights Addition the request to rezone to P3 is necessary to meet minimum area requirements. Currently, P2.5 – Large Lot requires a minimum of one acre. The individual lots as platted will all be less than an acre and thus a rezoning is required.

Attachments:

1. Survey from Applicant
2. Hague Heights Addition Plat circa 1915
3. Location Map
4. Existing Zoning Map
5. Proposed Zoning Map
6. Growth Sectors Map
7. Future Land Use Map
8. Notification Map
9. Citizen Responses
10. Ordinance 2024-45
    a. Exhibit A – Survey
    b. Exhibit B – Proposed Zoning Map
    c. Exhibit C – Proposed Infill Neighborhood Plan Standards
11. PZ-2024-2212 PowerPoint



This is to certify that, on this date, a true and accurate survey was made on the ground under my supervision of property located at No. 1120 Lake Drive in Williamson County, Texas, described as follows: Lots 8, 9, 10, 11, 12 and 13, Block 1, Hague Heights, according to the map or plat thereof recorded in Cabinet A, Slide 48, of the Plat Records of Williamson County, Texas, and those certain tracts of land abandoned by City of Taylor as conveyed in Deed recorded in Volume 1489, Page 157, Official Records Williamson County, Texas.

FLOOD NOTE:

The property depicted hereon is / ~~is not~~ within a Special Flood Hazard Area as determined by the ~~Federal Emergency Management Agency;~~ the flood area being identified on F. I. R. M. Panel No. **48491 C0266 C** effective 9-27-91 located in Zone "X".

BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-365-2524
512-365-2526 (Fax)
bbryan@ccsi.com

NOTE: This tract is subject to easements, covenants, conditions, restrictions and right to create additional public utility easements across subject property as shown on foregoing plat.

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4949
PROFESSIONAL
LAND SURVEYOR

To: First American Title Insurance Company of Texas

Re: Harrison, G.F.# 03010296, Proj. No. 01-752

SURVEYORS CERTIFICATE

The plat shown hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings are as shown, all improvements being within the boundaries of the property, set back from the property lines the distances indicated. There are no encroachments, conflicts or protrusions, except as shown hereon, and said property has access to and from a dedicated roadway.

DATE: December 28, 2001

State of Texas,

County of Williamson.

Know All Men By These Presents:-

That we, Annie Hague and Ed. R. Hague, husband and wife of Williamson County, Texas, do hereby certify that theabove and foregoing map is a true and correct map of an addition made by us to the City of Taylor, Texas, in above said county, to be known as "Hague Heights" consisting of Blocks Numbered 1 and 2, and each Block consisting of 20 lots, numbered consecutively from 1 to 20, and all sales of said lots will be made with reference to said map.

In witness whereof we have hereto set our hands this the 30th day of March A.D.1915.

Annie N. Hague,

Ed R Hague.

State of Texas,)
)
County of Williamson.) Before me, Fred I Fisher, a Notary Public in and for Williamson County, Texas, on this day personally appeared Ed R Hague and Annie Hague, wife of said Ed R Hague known tome tobe the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Annie Hague wife of the said Ed R Hague, having been examined byme privily and apart from her husband, and having the same fully explained to her she the said Annie Hague acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Givenunder my hand and seal of office, this 30th day of March A. D. 1915.

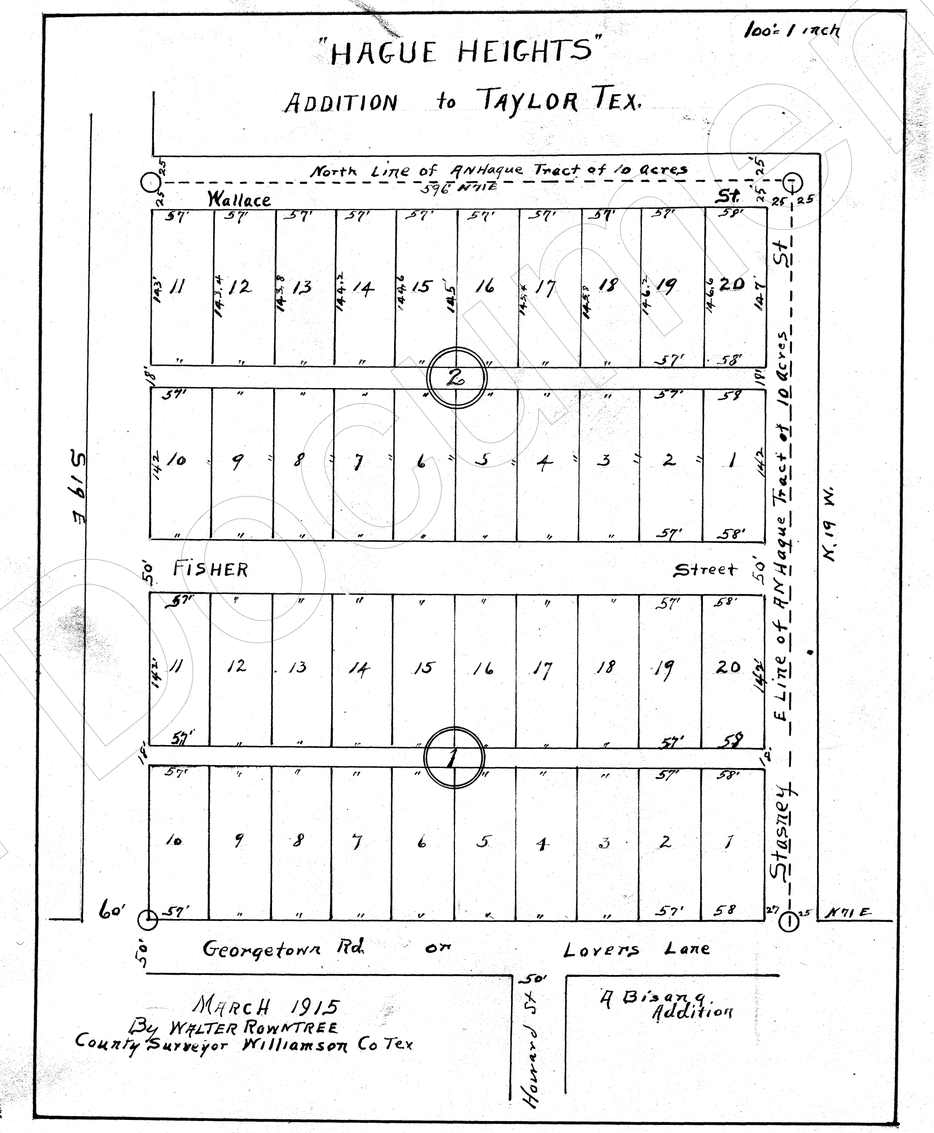
(L.S.)
623.

Fred I Fisher, Notary Public, in and for Williamson County, Texas.

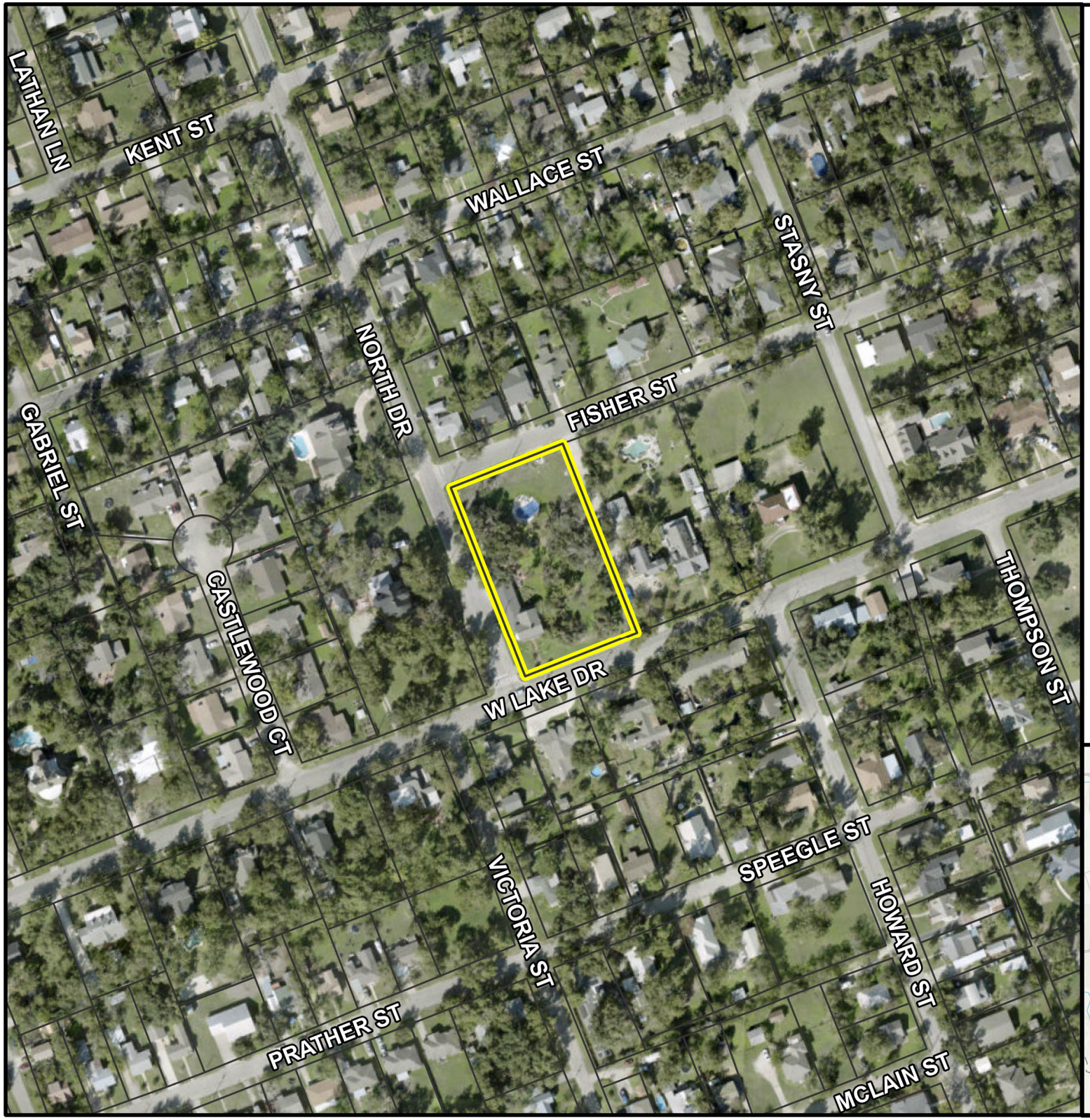
Filed for Record April 1st, 1915,at 8 o'clock A M.
Recorded April 1st, 1915, at 9:30 o'clock A M.

T. M. Murray
County Clerk, Williamson County, Texas.

By _____ Dept.



Unofficial Document

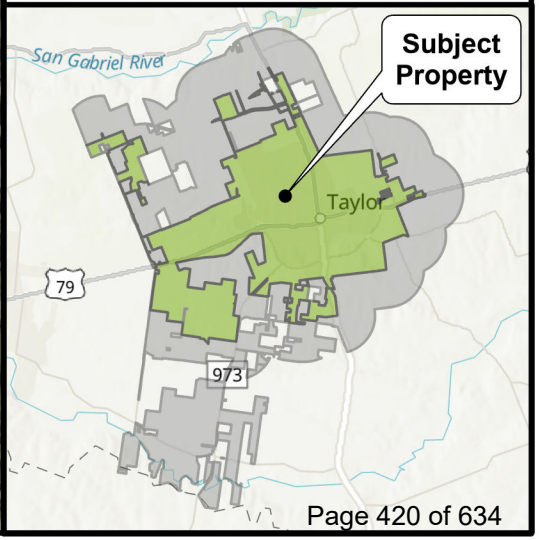


PZ-2024-2212

1120 W Lake Drive
Rezoning
Location Map
Approximately 1.24 acres

City Limits
Subject Property
Parcels

N 0 200 400
Feet





Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2212

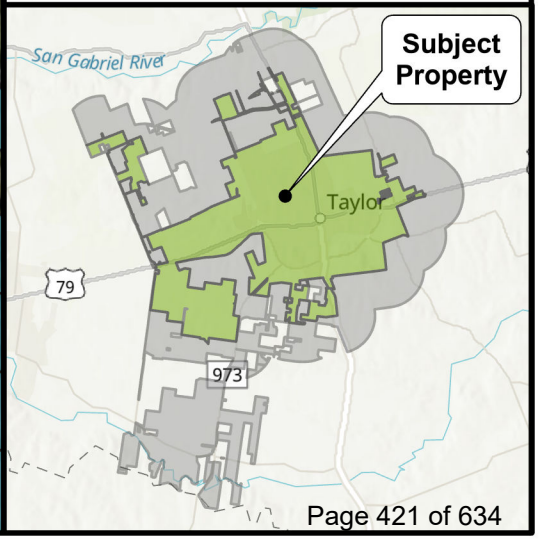
1120 W Lake Drive
Rezoning
Current Zoning Map
Approximately 39 acres

- City Limits
- Subject Property
- Parcels

Place Type Zoning

- P2.5: Large Lot
- P3: Neighborhood

N 0 150 300
Feet





PZ-2024-2212

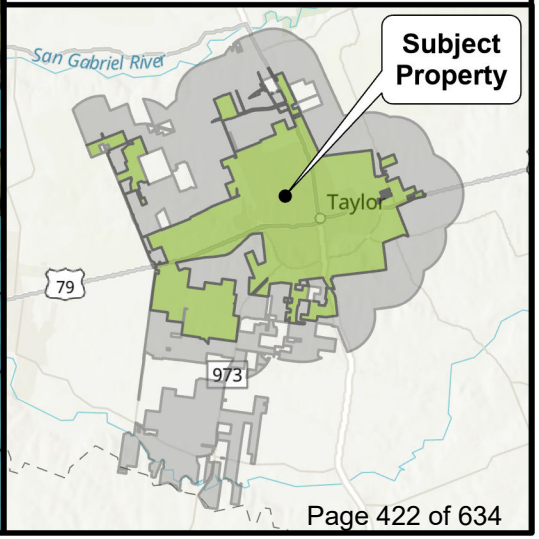
1120 W Lake Drive
Rezoning
Proposed Zoning Map
Approximately 1.24 acres

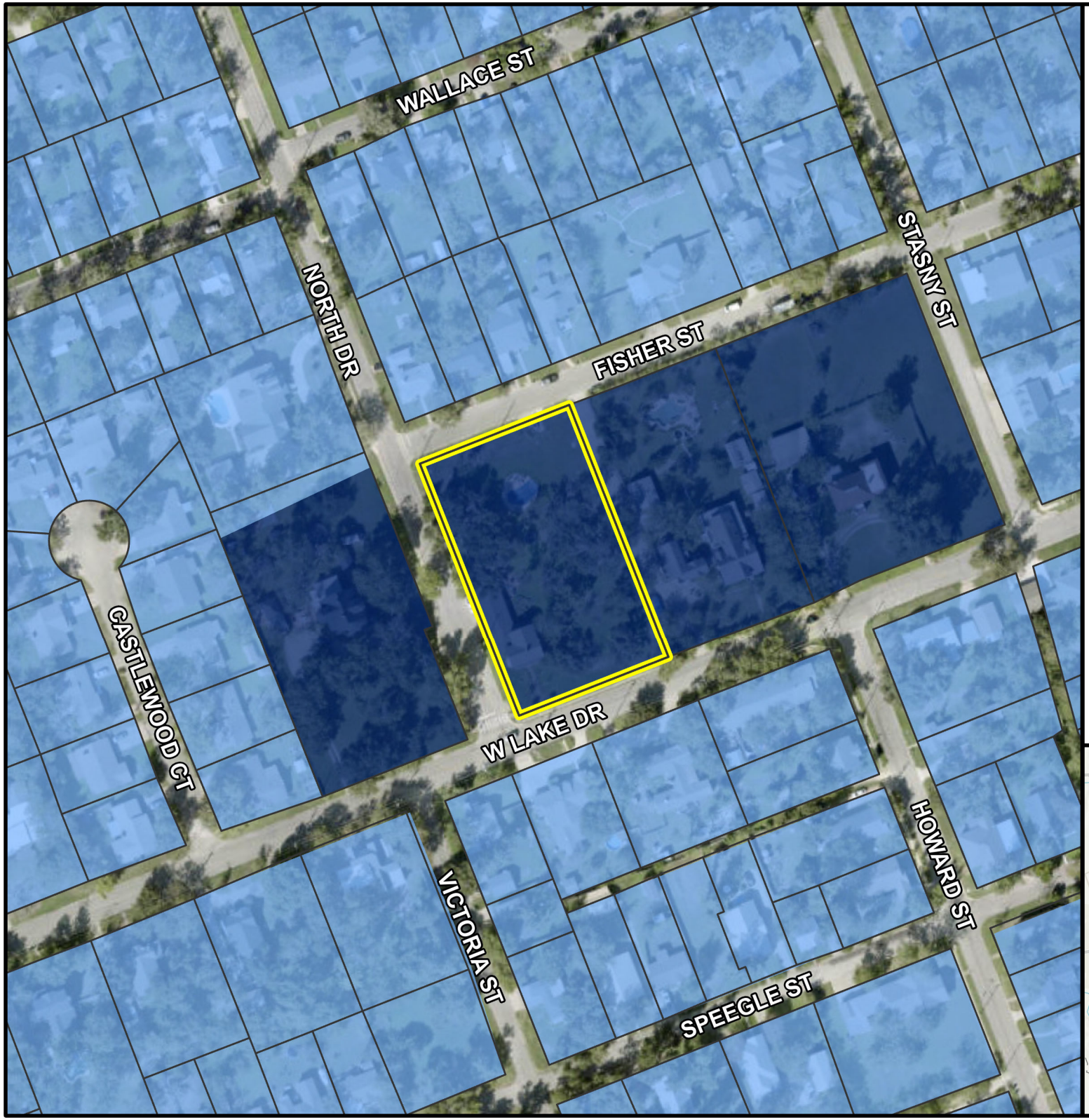
- City Limits
- Subject Property
- Parcels

Place Type Zoning

- P2.5: Large Lot
- P3: Neighborhood

N 0 150 300
Feet





Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2212

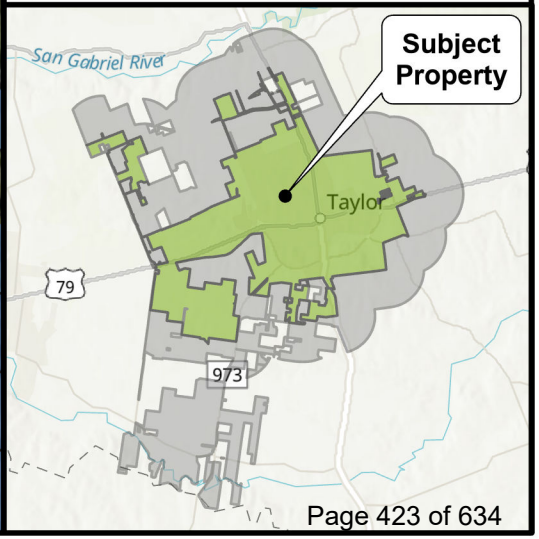
1120 W Lake Drive
Rezoning
Growth Sector Map
Approximately 1.24 acres

- City Limits
- Subject Property
- Parcels

Growth Sector

- Infill Neighborhood Sector (G-4)
- Infill Growth Sector (G-5)

N 0 150 300
Feet





Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2212

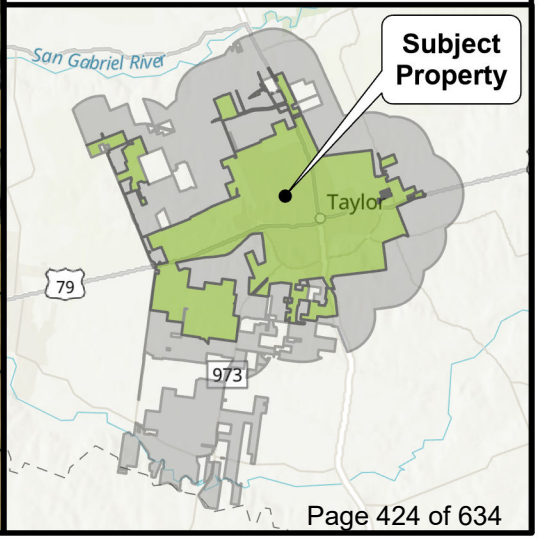
1120 W Lake Drive
Rezoning
Future Land Use Map
Approximately 1.24 acres

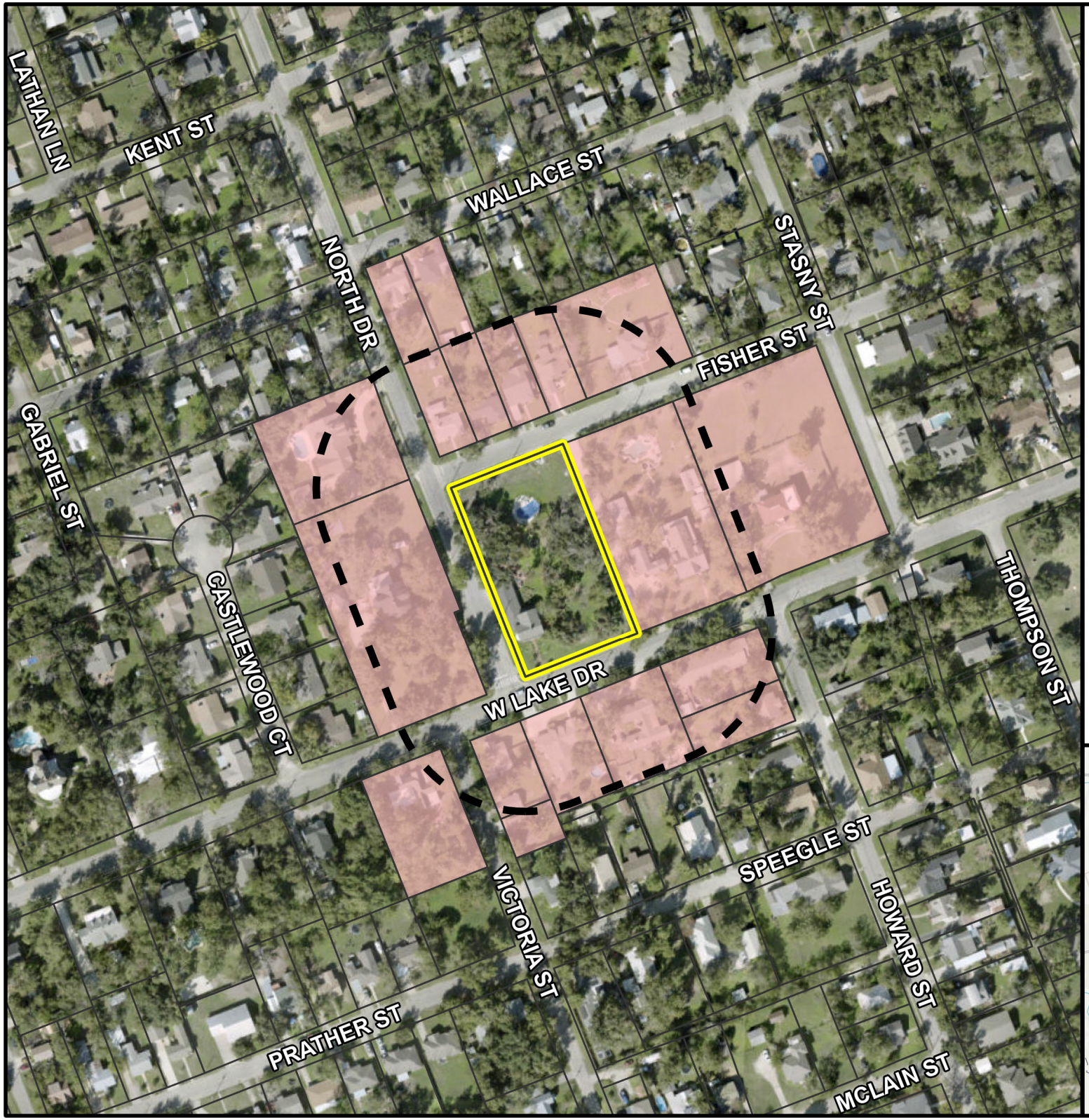
- City Limits
- Subject Property
- Parcels

Future Land Use

- Neighborhood Infill
- Market: Neighborhood

N 0 150 300
Feet



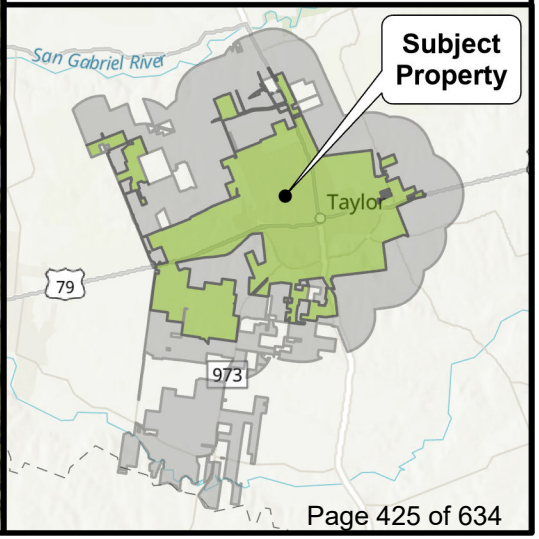


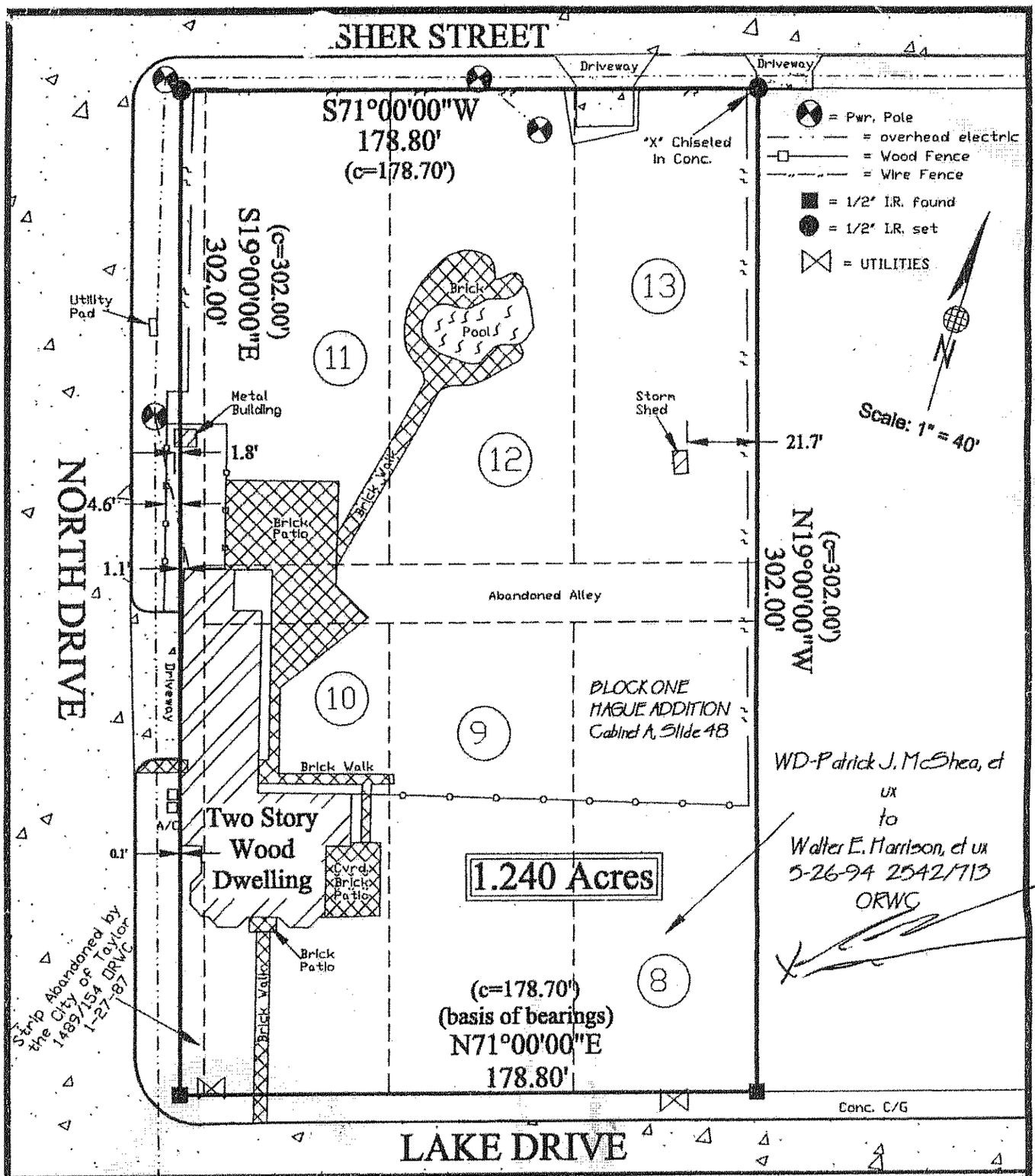
PZ-2024-2212

1120 W Lake Drive
Rezoning
Notification Map
Approximately 1.24 acres

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

N 0 200 400
Feet





This is to certify that, on this date, a true and accurate survey was made on the ground under my supervision of property located at No. 1120 Lake Drive in Williamson County, Texas, described as follows: Lots 8, 9, 10, 11, 12 and 13, Block 1, Hague Heights, according to the map or plat thereof recorded in Cabinet A, Slide 48, of the Plat Records of Williamson County, Texas, and those certain tracts of land abandoned by City of Taylor as conveyed in Deed recorded in Volume 1489, Page 157, Official Records Williamson County, Texas.

FLOOD NOTE:

The property depicted hereon is / ~~is not~~ within a Special Flood Hazard Area as determined by the ~~Federal Emergency Management Agency;~~ the flood area being identified on F. I. R. M. Panel No. **48491 C0266 C** effective 9-27-91 located in Zone "X".

BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-365-2524
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bbryan@ccsi.com

NOTE: This tract is subject to easements, covenants, conditions, restrictions and right to create additional public utility easements across subject property as shown on foregoing plat.

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4949
PROFESSIONAL
LAND SURVEYOR

To: First American Title Insurance Company of Texas

Re: Harrison, G.F.# 03010296, Proj. No. 01-752

SURVEYORS CERTIFICATE

The plat shown hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings are as shown, all improvements being within the boundaries of the property, set back from the property lines the distances indicated. There are no encroachments, conflicts or protrusions, except as shown hereon, and said property has access to and from a dedicated roadway.

DATE: December 28, 2001

ORDINANCE NO. 2024-45

AN ORDINANCE APPROVING AN INFILL NEIGHBORHOOD PLAN ON PROPERTY GENERALLY LOCATED AT 1120 W. LAKE DRIVE, LEGALLY DESCRIBED AS HAGUE HEIGHTS ADDITION, BLOCK ONE, LOTS EIGHT THROUGH THIRTEEN, CONSISTING OF APPROXIMATELY 1.24 ACRES OF LAND, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R017151, TAYLOR, WILLIAMSON COUNTY, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council, after proper notice, conducted a public hearing on October 24, 2024, to consider the request made by the applicant, whose property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Properties"), to approve an Infill Neighborhood Plan; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on October 8, 2024, to consider the zoning request, and recommended the Infill Neighborhood Plan to the City Council; and

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

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

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

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

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

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

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2024-45 was introduced before the Taylor City Council on the 24th day of October 2024.

DRAFT

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

_____
Dwayne Ariola, Mayor

ATTEST:

_____
Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

_____
Mark Schroeder,
City Attorney

DRAFT

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Lucy Aldrich, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2024-45, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2024, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

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

_____
Lucy Aldrich
City Clerk

DRAFT

EXHIBIT A

(Metes & Bounds/Legal Description/Survey)

DRAFT

Blocks	
Block Length (maximum)	300 ft
Block Perimeter (maximum)	1,320 ft

Lots	
Width (minimum	None
Area (minimum)	None
Lot Coverage (maximum)	60%
Build-to-Line (range)	5 ft – 20 ft
Façade Buildout (minimum)	50%
Stories (maximum)	2 Stories

Parking Location	
First Layer	Not Permitted
Second Layer	Permitted
Third Layer	Permitted
On-Street	Permitted
RV Storage	Permitted

Private Frontage Types	
Common Yard	Permitted
Porch with Optional Fence	Permitted
Stoop	Permitted
Gallery	Not Permitted
Arcade	Not Permitted
Shopfront	Not Permitted
Forecourt	Permitted
Terrace	Permitted

Building Disposition	
Edgeyard	Permitted
Sideyard	Permitted
Courtyard	Permitted
Rearyard	Not Permitted

Building Types	
Detached Dwelling	Permitted
Attached Dwelling	Not Permitted
Cottage Court	Not Permitted
Duplex	Not Permitted
Triplex	Not Permitted
Quadraplex	Not Permitted
Small Apartment	Not Permitted
Large Apartment	Not Permitted
Manufactured Home/Park	Not Permitted
Accessory Dwelling Unit	Permitted
Recreation Vehicle Park	Not Permitted
Residential Accessory	Permitted
Small Commercial	Not Permitted
Live/Work	Not Permitted
Mixed-Use Commercial	Not Permitted
Large Commercial	Not Permitted
Highway Commercial	Not Permitted
Industrial	Not Permitted
Carts, Kiosks, Food Trailers	Not Permitted
Commercial Accessory	Not Permitted
Civic Buildings	Permitted



PZ-2024-2212

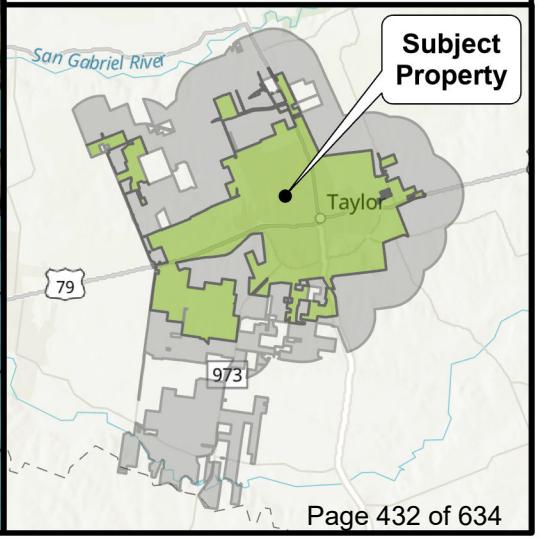
1120 W Lake Drive
Rezoning
Proposed Zoning Map
Approximately 1.24 acres

- City Limits
- Subject Property
- Parcels

Place Type Zoning

- P2.5: Large Lot
- P3: Neighborhood

N 0 150 300
Feet



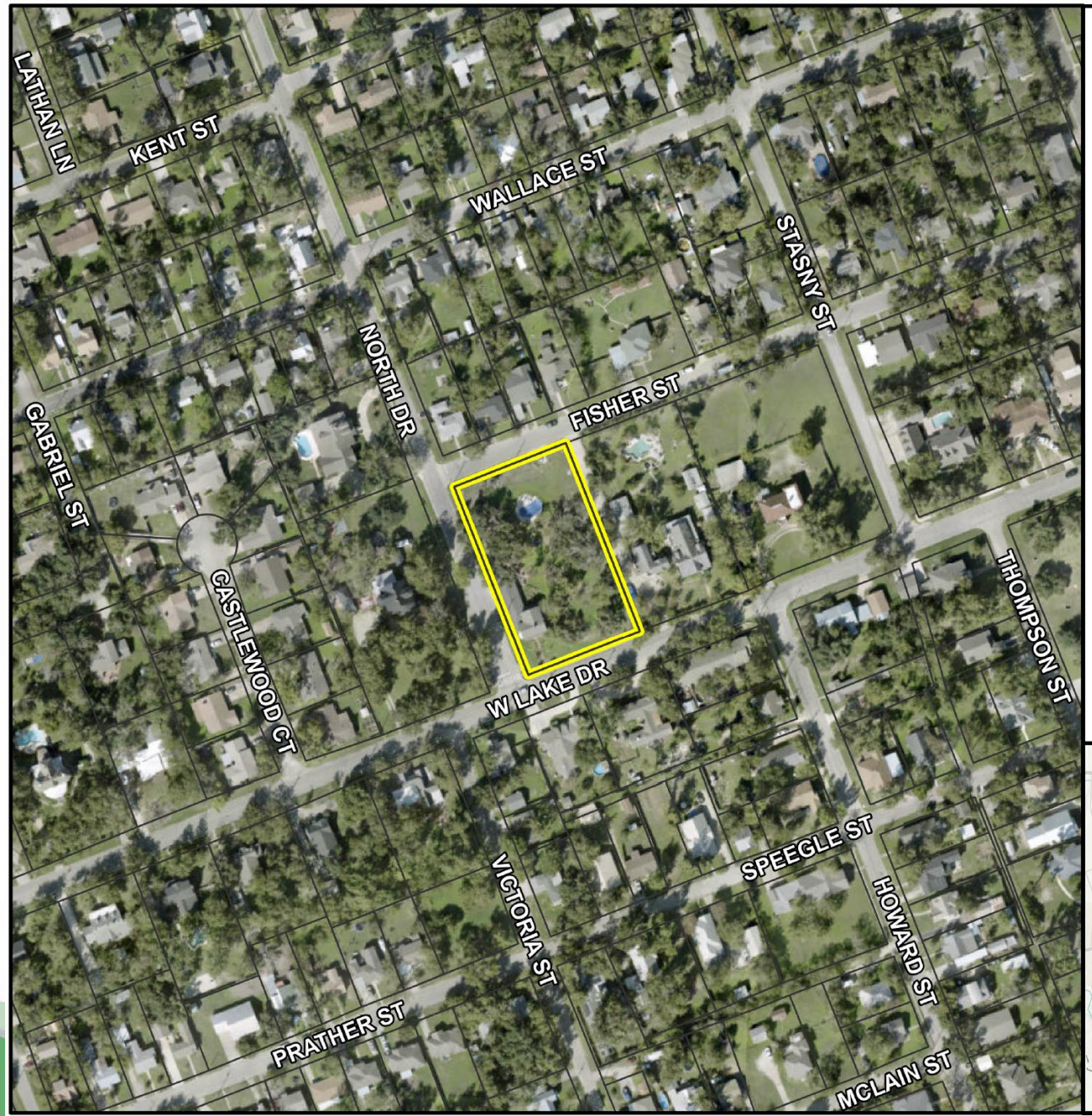
PZ-2024-2212

Infill Neighborhood Plan

P2.5 – Large Lot to P3 – Neighborhood

1120 W. Lake Drive

Location Map



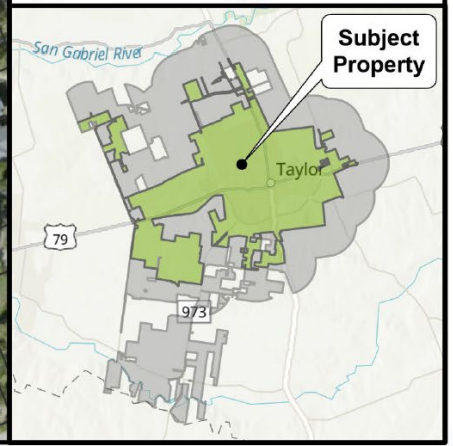
Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2212

1120 W Lake Drive
Rezoning
Location Map
Approximately 1.24 acres

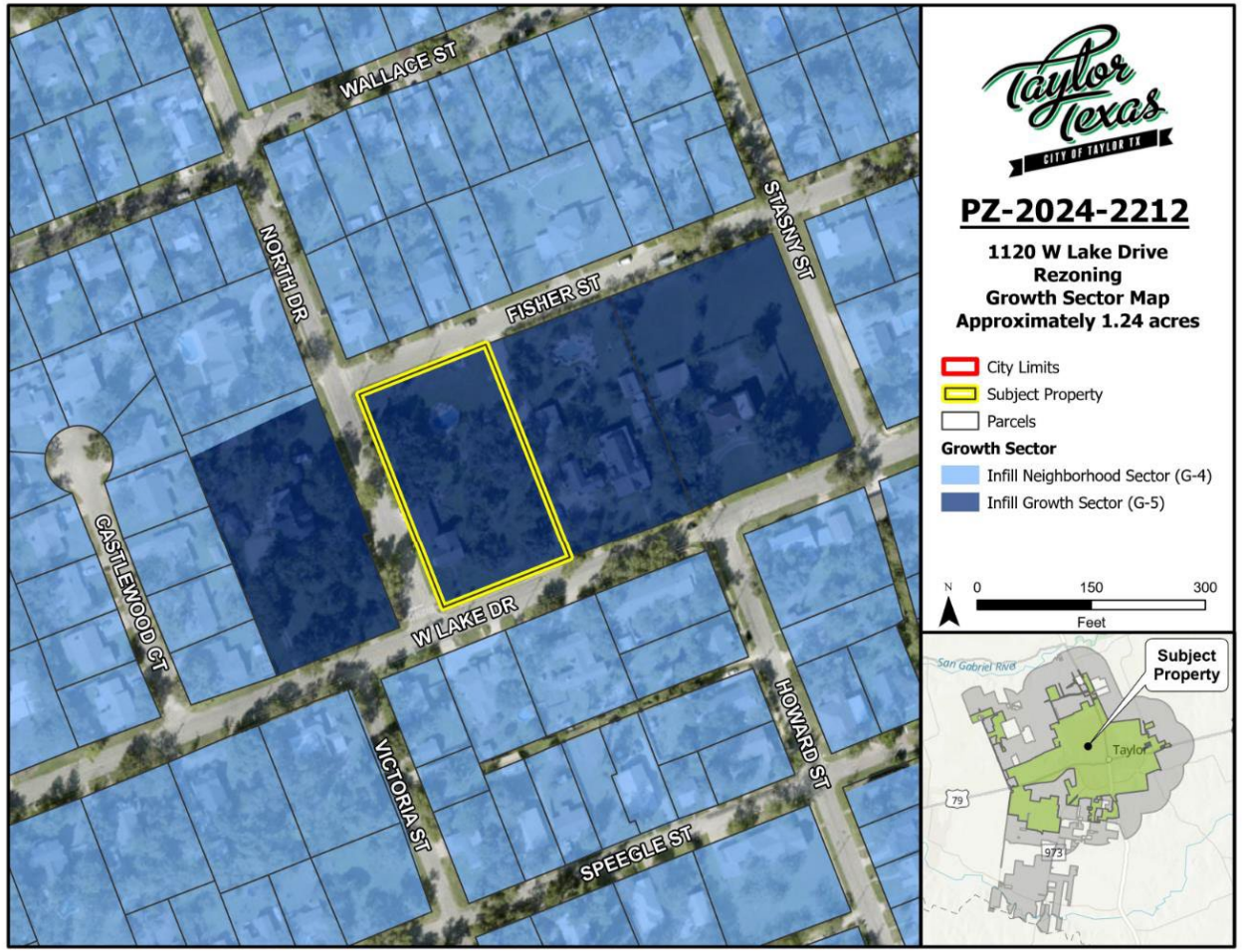
City Limits
Subject Property
Parcels

N 0 200 400
Feet



Taylor Texas
CITY OF TAYLOR TX

Growth Sector & Future Land Use Map





Taylor Texas
CITY OF TAYLOR TX

Hague Heights Plat (1915)

CABINET A SLIDE 48

State of Texas,
County of Williamson.

Know All Men By These Presents:-

That we, Annie Hague and Ed. R. Hague, husband and wife of Williamson County, Texas, do hereby certify that theabove and foregoing map is a true and correct map of an addition made by us to the City of Taylor, Texas, in above said county, to be known as "Hague Heights" consisting of Blocks Numbered 1 and 2, and each Block consisting of 20 lots, numbered consecutively from 1 to 20, and all sales of said lots will be made with reference to said map.

In witness whereof we have hereto set our hands this the 30th day of March A.D.1915.

Annie N. Hague,

Ed R Hague.

State of Texas,)
County of Williamson.) Before me, Fred I Fisher, a Notary Public in and for Williamson County, Texas, on this day personally appeared Ed R Hague and Annie Hague, wife of said Ed R Hague known toms tobe the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Annie Hague wife of the said Ed R Hague, having been examined hyme privily and apart from her husband, and having the same fully explained to her she the said Annie Hague acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

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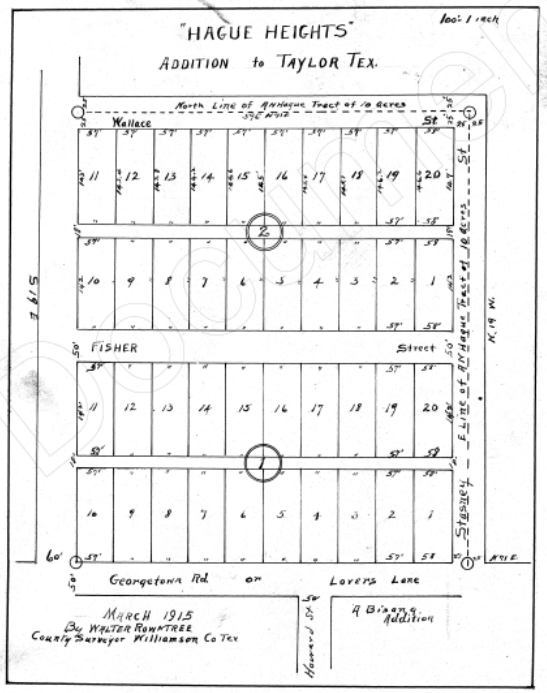
(L.S.)

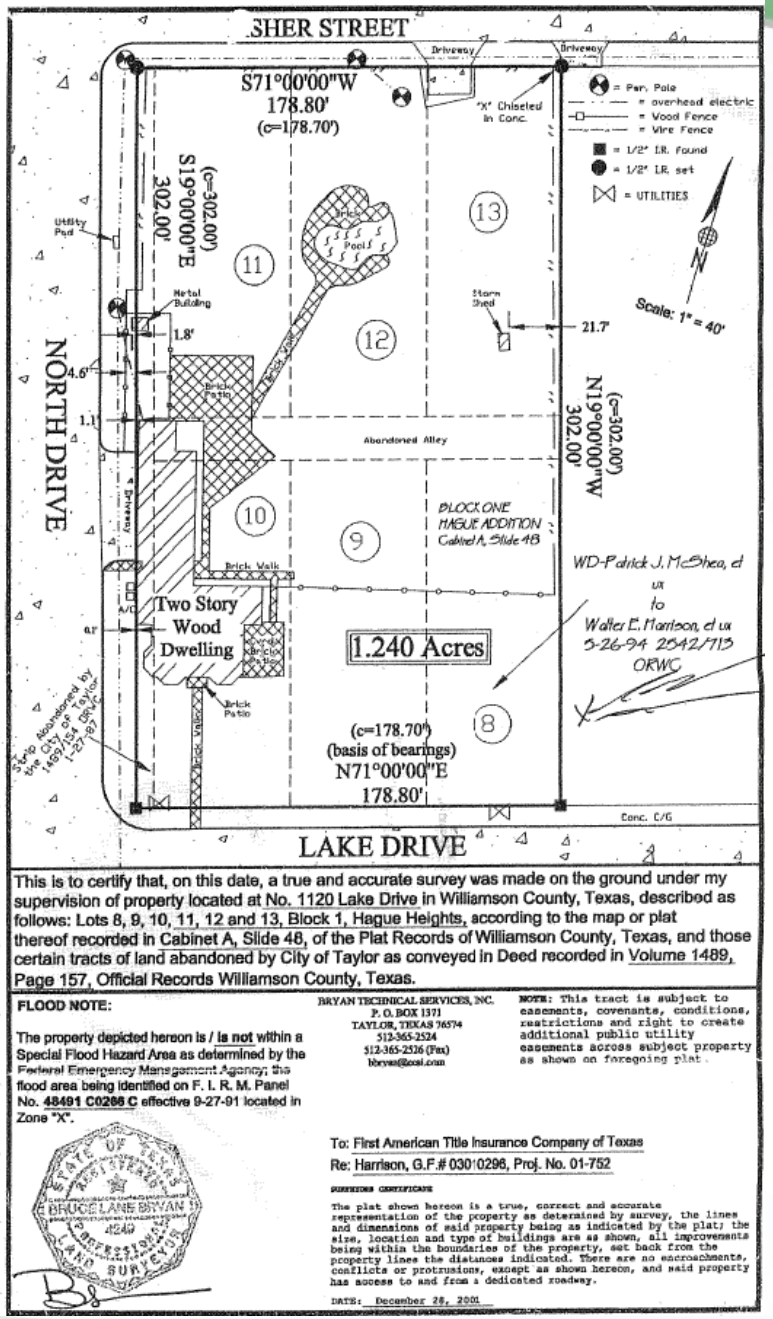
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Filed for Record April 1st. 1915,at 8 o'clock A M.
Recorded April 1st, 1915. at 9:30 o'clock A M.

County Clerk, Williamson County, Texas.

By _____ Dept.





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BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-365-2524
512-365-2526 (Fax)
bbryan@ccsi.com

NOTE: This tract is subject to easements, covenants, conditions, restrictions and right to create additional public utility easements across subject property as shown on foregoing plat.

STATE OF TEXAS
BRUCE LANE BRYAN
4849
REGISTERED
LAND SURVEYOR

To: First American Title Insurance Company of Texas
Re: Harrison, G.F.# 0301029G, Proj. No. 01-752

SURVEYORS CERTIFICATE

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DATE: December 28, 2001

Survey with Abandoned Alley

Unofficial Document

Place Type (Zoning)
From → To



4.2.3.4 P2.5: LARGE LOT

The P2.5 Large Lot Place Type includes properties that are one (1) acre or greater. Generally, the lots contain one (1) or more structures with large setbacks from the street. Properties may be entirely fenced but can be seen from the street edge. Generally, the properties are residential in nature.



4.2.3.5 P3: NEIGHBORHOOD

The P3 Neighborhood Place Type generally includes low-density residential areas. P3 is adjacent to higher density Place Types that have some mixed-use buildings. Setbacks vary from relatively deep to shallow. The roads and blocks may be irregular to accommodate natural conditions.

Current Place Type Allocation at 1120 W. Lake Dr.

4.3.1.4 P2.5 LARGE LOT

LOTS	
WIDTH (MINIMUM)	NONE
AREA (MINIMUM)	1 ACRE MINIMUM
LOT COVERAGE (MAXIMUM)	40%
BUILD-TO-LINE (RANGE)	10'-150'
FACADE BUILDOUT (MINIMUM)	40%
STORIES (MAXIMUM)	3 STORIES

BLOCKS	
BLOCK LENGTH (MAXIMUM)	720'
BLOCK PERIMETER (MAXIMUM)	2,880'

PUBLIC FRONTAGE (RIGHT OF WAY)	
SIDEWALK ZONE WIDTH	5'-15'
LANDSCAPE ZONE	PERMITTED
VEHICULAR PARKING ZONE WIDTH	PARALLEL - 8'
VEHICULAR TRAVEL ZONE WIDTH	16'-24'

BUILDING TYPES	
DETACHED DWELLING	●
ATTACHED DWELLING	○
COTTAGE COURT	●
DUPLEX	○
TRIPLEX	○
QUADRAPLEX	○
SMALL APARTMENT	○
LARGE APARTMENT	○
MANUFACTURED HOME/PARK	●
ACCESSORY DWELLING UNIT	●
RECREATIONAL VEHICLE PARK	○
RESIDENTIAL ACCESSORY	●
SMALL COMMERCIAL	○
LIVE/WORK	○
MIXED-USE COMMERCIAL	○
LARGE COMMERCIAL	○
HIGHWAY COMMERCIAL	○
INDUSTRIAL	○
CARTS, KIOSKS, FOOD TRAILERS	○
TEMPORARY COMMERCIAL	○
COMMERCIAL ACCESSORY	○
CIVIC BUILDINGS	●

PRIVATE FRONTAGE TYPES	
COMMON YARD	●
PORCH WITH OPTIONAL FENCE	●
STOOP	●
GALLERY	○
ARCADE	○
SHOPFRONT	○
FORECOURT	●
TERRACE	●

BUILDING DISPOSITION	
EDGEYARD	●
SIDEYARD	○
COURTYARD	○
REARYARD	○

PERMITTED	●
NOT PERMITTED	○

STREET TYPES	
RURAL STREET	○
RESIDENTIAL ALLEY	●
COMMERCIAL ALLEY	○
YIELD STREET	●
NEIGHBORHOOD STREET	●
NEIGHBORHOOD AVENUE	●
SIDE STREET	○
2 LANE COMMUNITY BOULEVARD	○
4 LANE COMMUNITY BOULEVARD	○
PATH	●
TRAIL	●

PARKING LOCATION	
FIRST LAYER	○
SECOND LAYER	●
THIRD LAYER	●
ON-STREET	○
RV STORAGE	●

Existing P3 Place Type Standards

4.3.1.5 P3 - NEIGHBORHOOD

LOTS	
WIDTH (MINIMUM)	NONE
AREA (MINIMUM)	NONE
LOT COVERAGE (MAXIMUM)	60%
BUILD-TO-LINE (RANGE)	5'-20'
FACADE BUILDOUT (MINIMUM)	50%
STORIES (MAXIMUM)	3 STORIES

BLOCKS	
BLOCK LENGTH (MAXIMUM)	330'
BLOCK PERIMETER (MAXIMUM)	1,320'

PUBLIC FRONTAGE (RIGHT OF WAY)	
SIDEWALK ZONE WIDTH	5'-15'
LANDSCAPE ZONE	PERMITTED
VEHICULAR PARKING ZONE WIDTH	PARALLEL - 8'
VEHICULAR TRAVEL ZONE WIDTH	16'-24'

BUILDING TYPES	
DETACHED DWELLING	●
ATTACHED DWELLING	●
COTTAGE COURT	●
DUPLEX	●
TRIPLEX	○
QUADRAPLEX	○
SMALL APARTMENT	○
LARGE APARTMENT	○
MANUFACTURED HOME/PARK	○
ACCESSORY DWELLING UNIT	●
RECREATIONAL VEHICLE PARK	○
RESIDENTIAL ACCESSORY	●
SMALL COMMERCIAL	○
LIVE/WORK	○
MIXED-USE COMMERCIAL	○
LARGE COMMERCIAL	○
HIGHWAY COMMERCIAL	○
INDUSTRIAL	○
CARTS, KIOSKS, FOOD TRAILERS	○
TEMPORARY COMMERCIAL	○
COMMERCIAL ACCESSORY	○
CIVIC BUILDINGS	●

PRIVATE FRONTAGE TYPES	
COMMON YARD	●
PORCH WITH OPTIONAL FENCE	●
STOOP	●
GALLERY	○
ARCADE	○
SHOPFRONT	○
FORECOURT	●
TERRACE	●

BUILDING DISPOSITION	
EDGEYARD	●
SIDEYARD	●
COURTYARD	●
REARYARD	○

PERMITTED	●
NOT PERMITTED	○

STREET TYPES	
RURAL STREET	○
RESIDENTIAL ALLEY	●
COMMERCIAL ALLEY	○
YIELD STREET	●
NEIGHBORHOOD STREET	●
NEIGHBORHOOD AVENUE	●
SIDE STREET	●
2 LANE COMMUNITY BOULEVARD	●
4 LANE COMMUNITY BOULEVARD	○
PATH	●
TRAIL	●

PARKING LOCATION	
FIRST LAYER	○
SECOND LAYER	●
THIRD LAYER	●
ON-STREET	●
RV STORAGE (THIRD LAYER)	●

Proposed P3 Place Type Standards

Blocks	
Block Length (maximum)	300 ft
Block Perimeter (maximum)	1,320 ft

Lots	
Width (minimum	None
Area (minimum)	None
Lot Coverage (maximum)	60%
Build-to-Line (range)	5 ft – 20 ft
Façade Buildout (minimum)	50%
Stories (maximum)	2 Stories

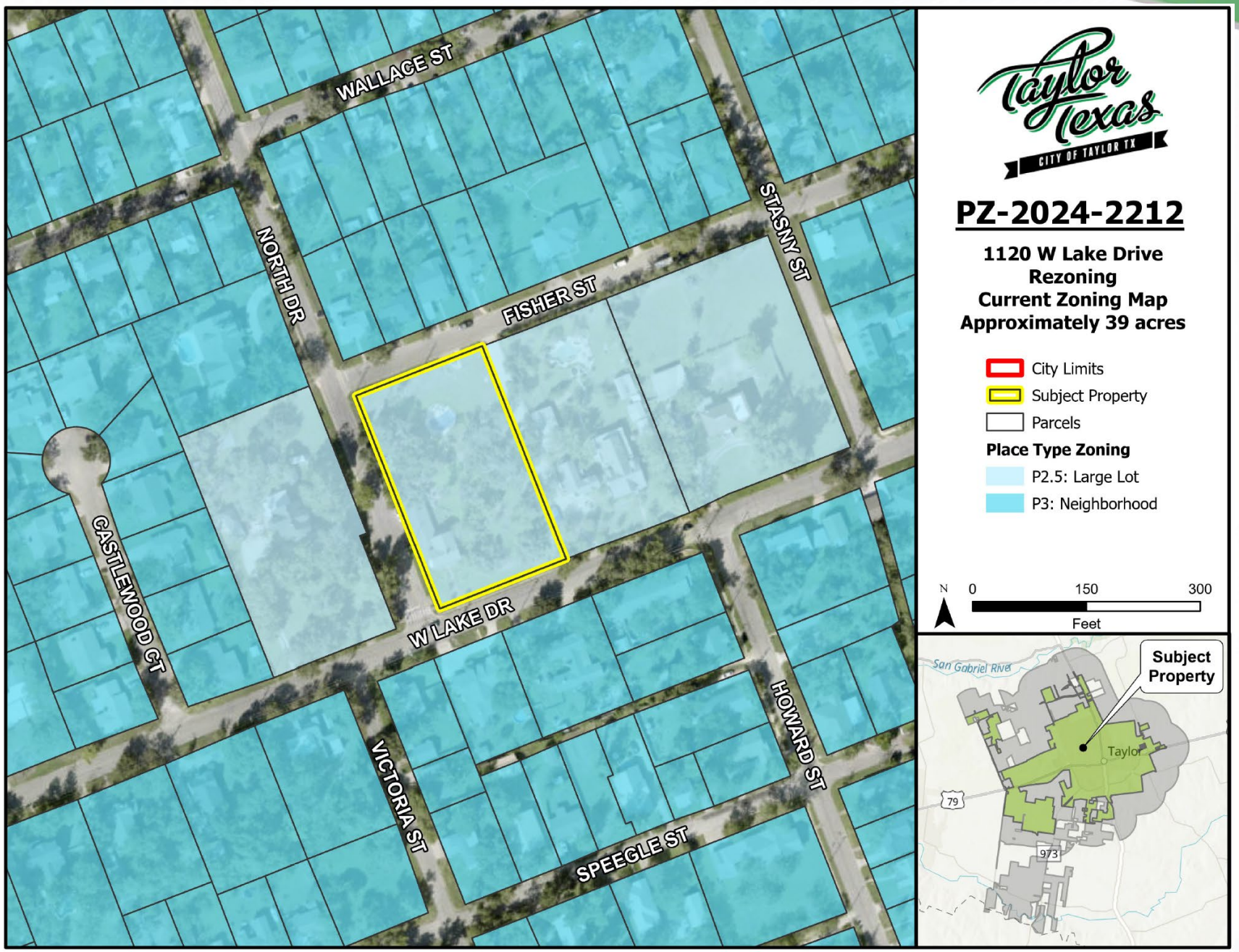
Parking Location	
First Layer	Not Permitted
Second Layer	Permitted
Third Layer	Permitted
On-Street	Permitted
RV Storage	Permitted

Private Frontage Types	
Common Yard	Permitted
Porch with Optional Fence	Permitted
Stoop	Permitted
Gallery	Not Permitted
Arcade	Not Permitted
Shopfront	Not Permitted
Forecourt	Permitted
Terrace	Permitted

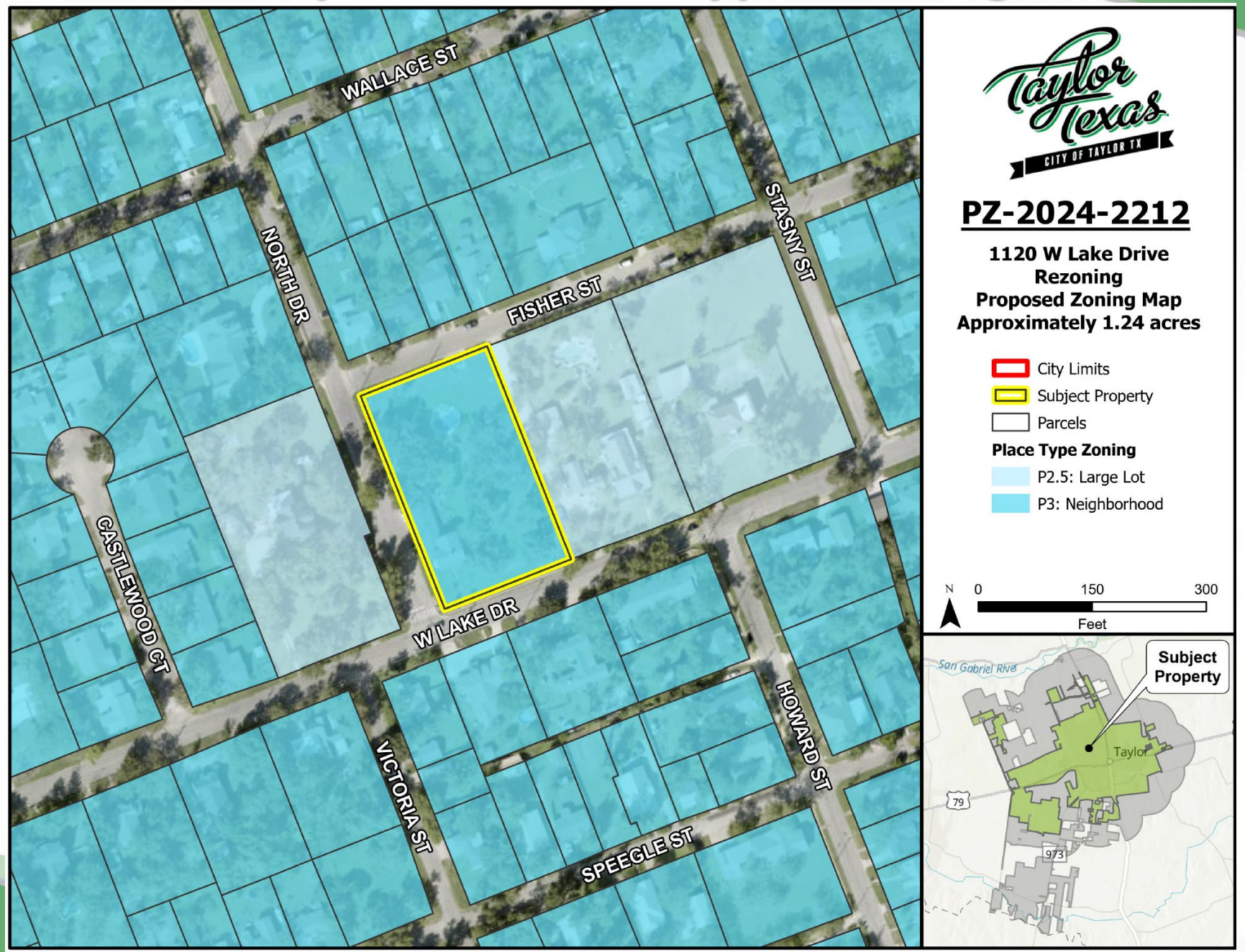
Building Disposition	
Edgeyard	Permitted
Sideyard	Permitted
Courtyard	Permitted
Rearyard	Not Permitted

Building Types	
Detached Dwelling	Permitted
Attached Dwelling	Not Permitted
Cottage Court	Not Permitted
Duplex	Not Permitted
Triplex	Not Permitted
Quadraplex	Not Permitted
Small Apartment	Not Permitted
Large Apartment	Not Permitted
Manufactured Home/Park	Not Permitted
Accessory Dwelling Unit	Permitted
Recreation Vehicle Park	Not Permitted
Residential Accessory	Permitted
Small Commercial	Not Permitted
Live/Work	Not Permitted
Mixed-Use Commercial	Not Permitted
Large Commercial	Not Permitted
Highway Commercial	Not Permitted
Industrial	Not Permitted
Carts, Kiosks, Food Trailers	Not Permitted
Commercial Accessory	Not Permitted
Civic Buildings	Permitted

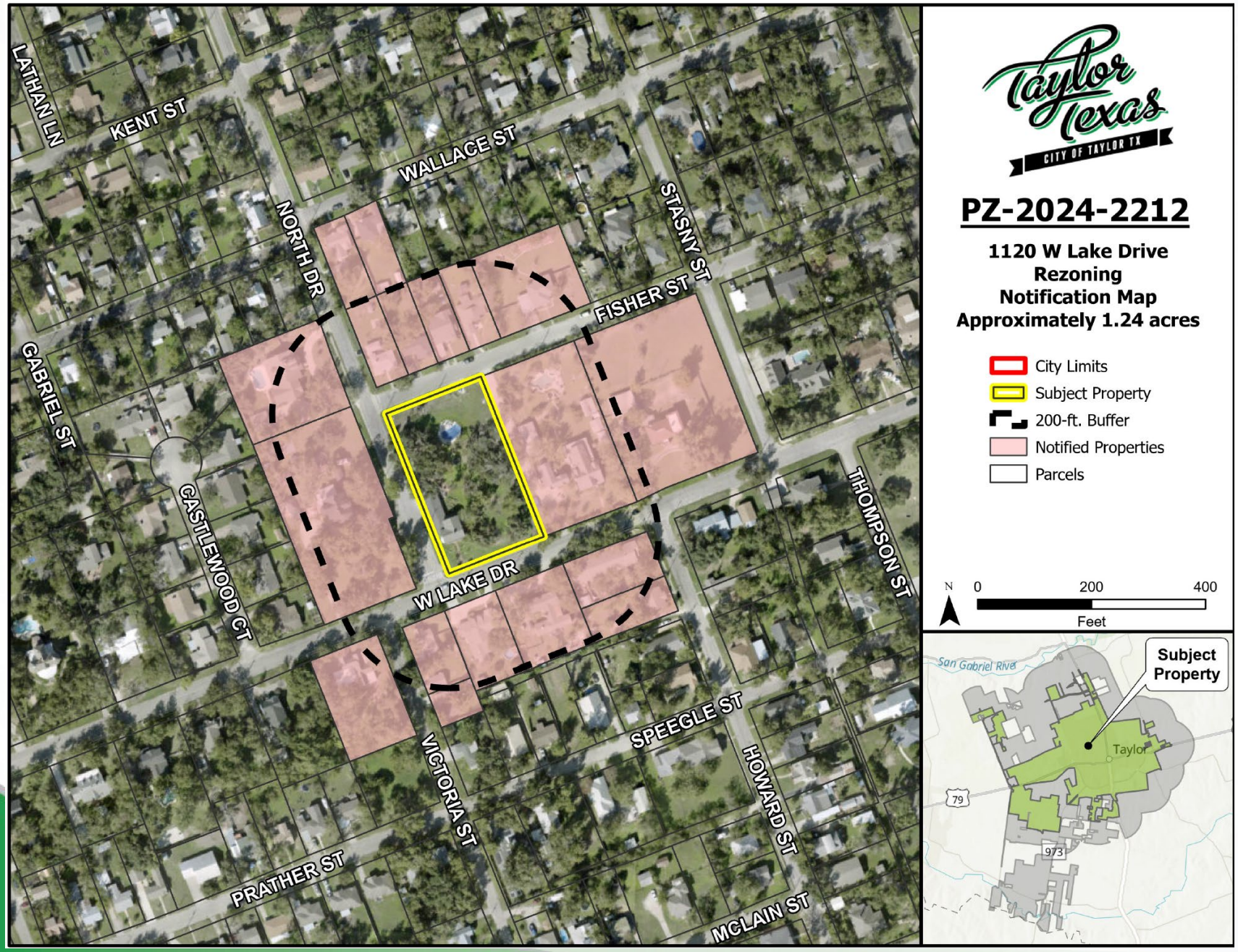
Existing Place Type Zoning



Proposed Place Type Zoning



Notification Map



Taylor Texas
CITY OF TAYLOR TX

PZ-2024-2212

1120 W Lake Drive Rezoning Notification Map Approximately 1.24 acres

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

N 0 200 400
Feet

- 21 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received one (1) responses in opposition and zero (0) response in support.

Taylor Texas
CITY OF TAYLOR TX

P&Z Recommendation

At the October 8, 2024, Planning and Zoning Commission Meeting the Commission voted (6-2) to recommend Approval of the Infill Neighborhood Plan with further modification of the P3 – Neighborhood Place Type to not permit Attached Dwellings, Cottage Courts, and Duplex building types, and to limit the height of buildings to two stories.

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure Quality of Life Economic Vitality

Agenda Item Number: 13.

Agenda Title: **Receive update on the Downtown Master Plan.**

Council Action to be Taken: Receive the report updating the Council on the progress made with the update of the Downtown Master Plan as information.

Department Submitted: Development Services - Main Street

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE / DESCRIPTION

The purpose of this report is to keep the City Council fully informed on the progress made by Lionheart Places for the update of the 2015 Downtown Master Plan.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

At the February 2024 City Council meeting, the Council received a request from the TIF #1 board (comprised of the Main Street Advisory board and a member each from Williamson County and the ISD) to request that funds be allocated from the TIF #1's fund balance for the purpose of updating the 2015 Downtown Master Plan to help prepare the downtown district for the rapid growth coming to Taylor.

The contract for the update of the 2015 Downtown Master Plan was presented to Council at the March 28, 2024 meeting. Rebecca Leonard, the principal of Lionheart Places, which is the consulting group selected for this update, was a participant in the 2015 plan's development. Ms. Leonard and her staff presented their proposal for the project which consisted of 4 tasks to be addressed over the balance of 2024.

The Council approved the contract for Lionheart Places' services at their March 28, 2024 meeting and the Lionheart Places team began work in April 2024. Throughout the process, the Taylor community has been heavily involved through Stakeholder Dialogue meetings which have been held both in person and online.

The project is nearing the completion date of December 2024. Currently, the project is moving toward the end of Task Three: Create, which ends in October. Task Four: Share, launches in

November.

The purpose of this update is to inform the City Council of the progress made towards the development of a new updated Downtown Master Plan which will address the issues and opportunities created as Taylor continues to grow with the arrival of new industry and residents. This updated plan seeks to balance the importance of preserving our largely intact historic downtown district with the demands growth and development will put on it in the coming years.

3. PROS and CONS

PROS	CONS
• In the 9 years since the last Downtown Master Plan, Taylor and its downtown district have undergone dramatic changes. It is important that the downtown stakeholders are prepared to successfully meet those challenges and opportunities armed with a professionally-developed plan. • An updated Downtown Master Plan will provide the tools downtown Taylor will need for both the public and private sectors to successfully handle the rapid growth patterns in Taylor's future.	There are no known cons.

4. RECOMMENDATION

That the Council receive this report as information.

5. FUNDING SOURCE

The update to the Downtown Master Plan has been funded through the TIF #1 (119) account.

6. TIMELINE

The project is scheduled to be completed by the end of December 2024.

7. OTHER OPTIONS

8. ATTACHMENTS

1. Lionheart Places update to City Council - October 2024

CITY COUNCIL UPDATE
for
Taylor Downtown Plan

10/24/2024

LIONHEART PROCESS

Stakeholder Dialogue #2
(Identifying Opportunities and Constraints)

Key Stakeholder Meetings (3)

- Advisory Board Meeting #3

City Council Update #2

Key Stakeholder Meetings (3)

- Advisory Board Meeting #2

Key Stakeholder Dialogue #1
(Defining the Vision and Goals)

Key Stakeholder Dialogue #3
(Choosing a Preferred Path)

Key Stakeholder Meetings (3)

- Advisory Board Meeting #4

City Council Update #3

Presentations (up to 3)



Advisory Board Meeting #1

City Council Update #1

STAKEHOLDER DIALOGUE SUMMARY 1

STAKEHOLDER DIALOGUE SUMMARY 1

Over 100 members of the community attended the first stakeholder dialogue.





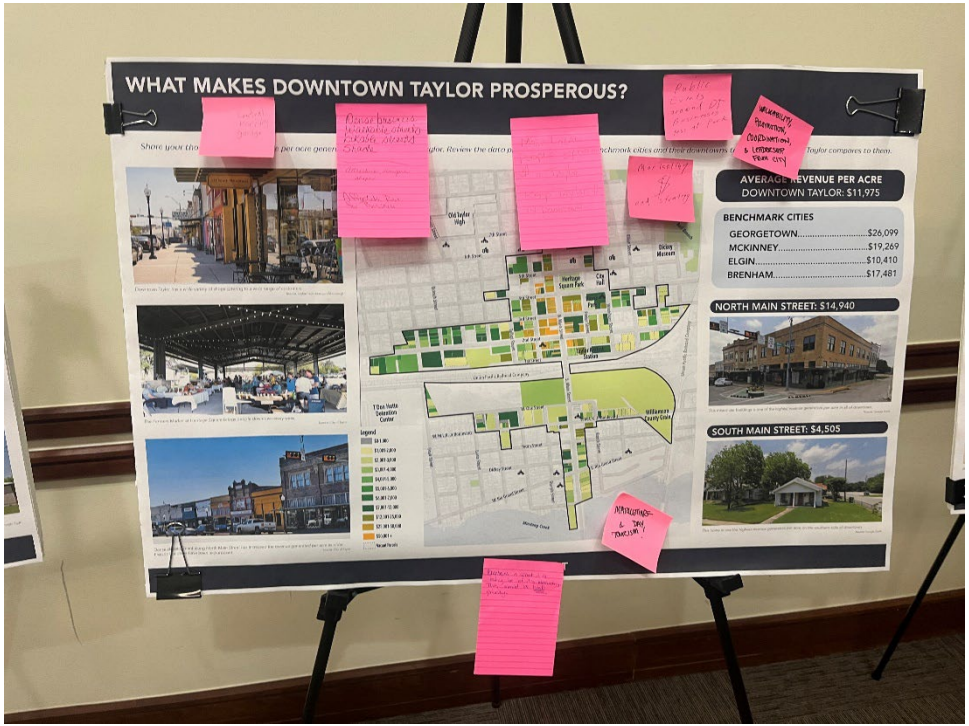




STAKEHOLDER DIALOGUE SUMMARY 1

KEY TAKEAWAYS | PROSPERITY

- Need more infill.
- New City Hall will stimulate investment.
- Need to maximize development (4-stories) at existing City Hall once the new City Hall is complete.
- Encourage/enforce better maintenance of buildings.



STAKEHOLDER DIALOGUE SUMMARY 1

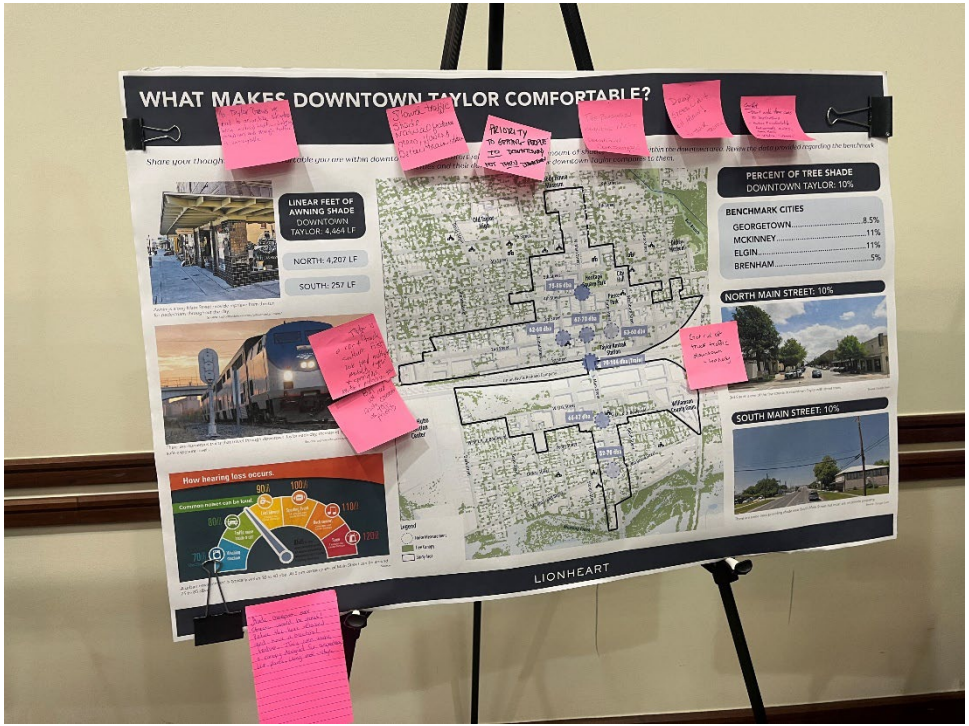
KEY TAKEAWAYS | VIBRANCY

- More local businesses. Fill buildings!
- Look at Business Personal Property Tax Rendition Revenue as a metric for vibrancy.
- CARTS is good but could expand (frequency, hours of operation, destinations, etc.).
- Parking isn't convenient, especially ADA parking and people with large trucks. Consider back-in parking. Consider parking garage.
- Need narrower streets with a larger percentage of right of way dedicated to pedestrians, bicycles, human scaled elements (trees, seating, art, etc.) and business overflow (café seating, kiosks, etc.).
- Consider public restrooms.



KEY TAKEAWAYS | HUMAN COMFORT

- Safe sidewalks and bicycle access.
- Need more shade – trees and canopies (trellis idea so canopy could include natural elements).
- Trees, flowers and other natural elements downtown.
- Reduce speed limit and enforce it on Main Street.
- Route truck traffic around downtown – not through.
- Locate, build and develop signage for public parking facilities.



KEY TAKEAWAYS | CULTURAL SIGNIFICANCE

- New studio tour was great! Keep expanding and marketing.
- Need more office, restaurants, bars, boutiques and performance spaces.
- Need more public art.
- Need more markets and festivals.
- Celebrate the culture of South Main Street.
- Celebrate and highlight the musical talent in this region. Many are being pushed out of Austin.

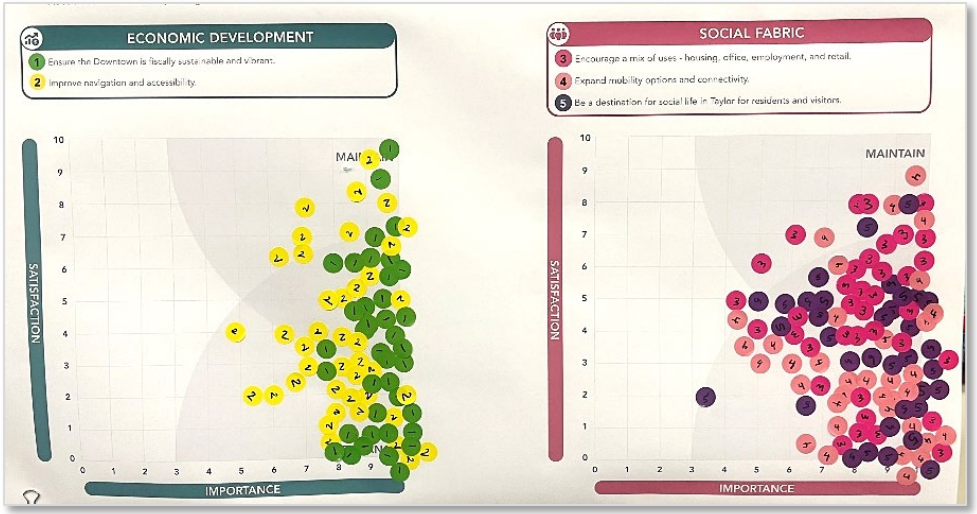


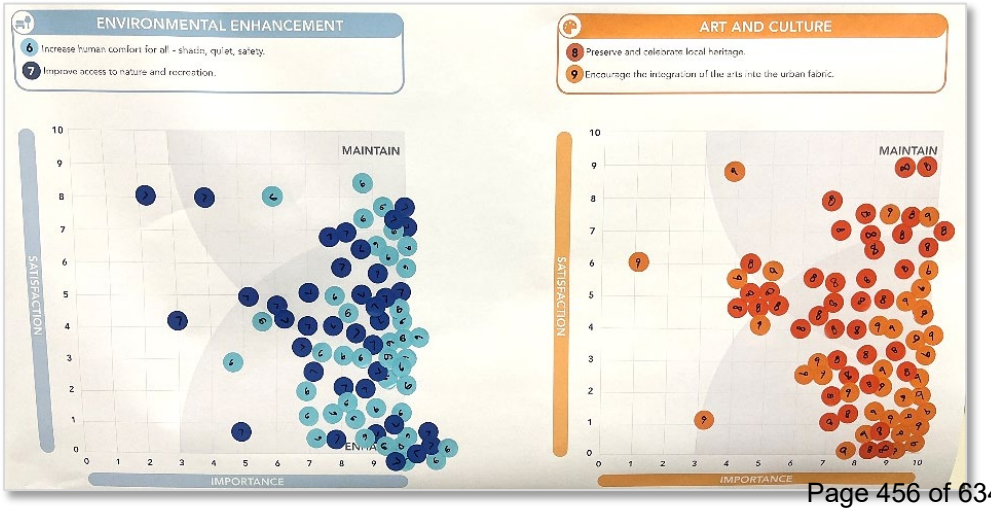
KEY TAKEAWAYS | NATURE & RECREATION

- Pierce Skate Park and Heritage Square are people's favorite items implemented in previous plans.
- Pierce Skate Park needs more commercial around it.
- Connect to natural areas around Mustang Creek and Bull Branch.



STAKEHOLDER DIALOGUE SUMMARY 1





GOALS

ECONOMIC DEVELOPMENT

- ED1 Ensure the Downtown is fiscally sustainable and vibrant.
- ED2 Improve navigation and accessibility.

SOCIAL FABRIC

- SF1 Encourage a mix of uses - housing, office, employment, and retail.
- SF2 Expand mobility options and connectivity.
- SF3 Be a destination for social life in Taylor for residents and visitors.

ENVIRONMENTAL ENHANCEMENT

- EN1 Increase human comfort for all - shade, quiet, safety.
- EN2 Improve access to nature and recreation.

ART AND CULTURE

- AC1 Preserve and celebrate local heritage.
- AC2 Encourage the integration of the arts into the urban fabric.

KEY TAKEAWAYS

- Support Small Local Businesses
- Lower Vacancy Rates (Incentives/Taxes)
- Increase Walkability
- Multi-mobility (Bike Lanes/Expand CARTS/Bus Service/Pedestrian Improvements/Parking)
- Lower Speed Limit on Main Street & Remove Truck Traffic
- Trash Cans!
- Access to Greenspace
- More Community Events (Markets/Festivals/Public Art)

STRATEGIES DISCUSSION

DOWNTOWN FRAMEWORK

New/Enhanced Parks and Gathering Spaces

- Old Taylor High
- Doak Street Park Enhancements and Buffer Trail
- Mustang Creek Park
- Nature Connections and Trailheads

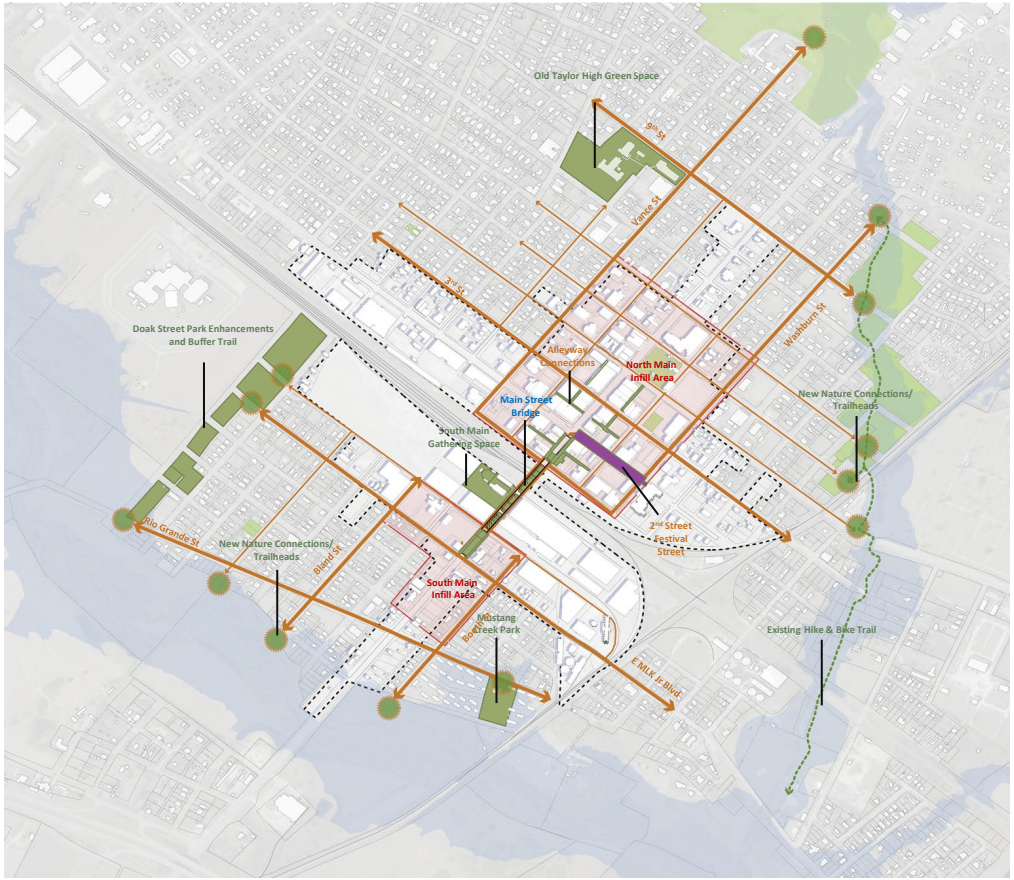
Streetscape Improvements

- Main Street Enhancements
- East MLK Jr. Blvd Enhancements
- Alleyway Connections
- Vance & Washburn Street Enhancements
- 1st Street Enhancements
- 2nd Street Festival Street Enhancements
- 3rd & 9th Streets Enhancements

Main Street Bridge Strategies

Infill Areas

- North Main
- South Main



COMMUNITY DIALOGUE 2 RUN OF SHOW

RUN OF SHOW

November 18
6-7:30PM

1. WELCOME [5 minutes]
2. STAKEHOLDER DIALOGUE 1 SUMMARY [10 minutes]
3. DOWNTOWN FRAMEWORK PLAN [30 minutes]
    - NEW/ENHANCED PARKS AND GATHERING SPACES
    - STREETSCAPE IMPROVEMENTS
    - ALLEYWAY CONNECTIONS
    - MAIN STREET BRIDGE STRATEGIES
    - INFILL AREAS
4. NEXT STEPS [5 minutes]
5. OPEN HOUSE ACTIVITIES [40 minutes]



City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Quality of Life Economic Vitality

Agenda Item Number: 14.

Agenda Title: **Consider an agreement for Fiber Internet Services from Astound Business Solutions and authorize the City Manager to execute the agreement.**

Council Action to be Taken: Approve Agreement and authorize City Manager to sign

Department Submitted: Internal Services

Staff Contact: Nicole Oman, Director

1. PURPOSE / DESCRIPTION

This agenda item is to consider approving an agreement with Astound Business Solutions, which would provide eleven (11) city facilities with fiber internet.

Christopher Cox and Delina Anderson with Astound Business Solutions are here with us to present The Astound Fiber Network.

Astound is looking to expand our Fiber Optic Network throughout the City of Taylor. This agreement provides for new service locations for (11) sites for the City of Taylor facilities. City Hall at 400 Porter Street and new City Hall (300 E 2nd Street) will be Dedicated Fiber Service (to support 10G scalability) and the other sites will be NON-Dedicated (to support 1G scalability). Astound will place (7)GPON Fiber LCC's throughout the city, which allows Astound to service other businesses in the area. Astound's Fiber Network will support Voice, Internet, and Cable TV Services for the city and for the residents of the City of Taylor. This is an investment of close to a million dollars that Astound is spending and not passing on any of that cost to the city. Astound is proposing a 10-year partnership with the City of Taylor. This new Fiber network will provide a technology that will support the city's current needs and will be scalable to support future growth of the City.

Astound is on TIPS Contract - 230105 which meets our purchasing requirements.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

We evaluated the current network infrastructure to determine the best solution for the city. This

fiber network will support Voice, Internet, and Cable TV Services for the city. It will provide a technology that will support the city's current needs and will be scalable to support future growth of the city.

3. PROS and CONS

PROS	CONS
• Provide fiber connectivity to all city facilities, providing higher bandwidth to ensure faster data transfer, low latency, and high performance. • Fiber will provide a more stable and reliable connection for voice traffic (VoIP). • Scalability - can support increased bandwidth demand over time, making it easier for the city to expand its infrastructure without needing frequent hardware upgrades. • Reliability - Fewer outages and more consistent service across facilities. • Fiber with a VPN adds a layer of encryption and privacy. • Lower Latency - Improve services across the city facilities. • Centralize the management of all city facilities' networks, making it easier for IT departments to monitor, troubleshoot, and secure data traffic.	• Lower bandwidth and speed • Limited Scalability • Higher Latency • Unreliable Performance • Lower Voice Quality

4. RECOMMENDATION

The Staff recommendation is to approve MSA agreement with Astound Business Solutions.

5. FUNDING SOURCE

Funds are available in the FY 24-25 General and Enterprise Funds Budgets.

6. TIMELINE

Expected buildout of Phase I should be completed within (6) Six months of receiving MSA. Phase II will follow.

7. OTHER OPTIONS

8. ATTACHMENTS

1. City Of Taylor Astound Presentation-Final.1
2. Internet Cost Comparision Chart for Phase 1
3. Astound Master Service Agreement
4. Astound Service Order

City Of Taylor



The Astound Fiber Network

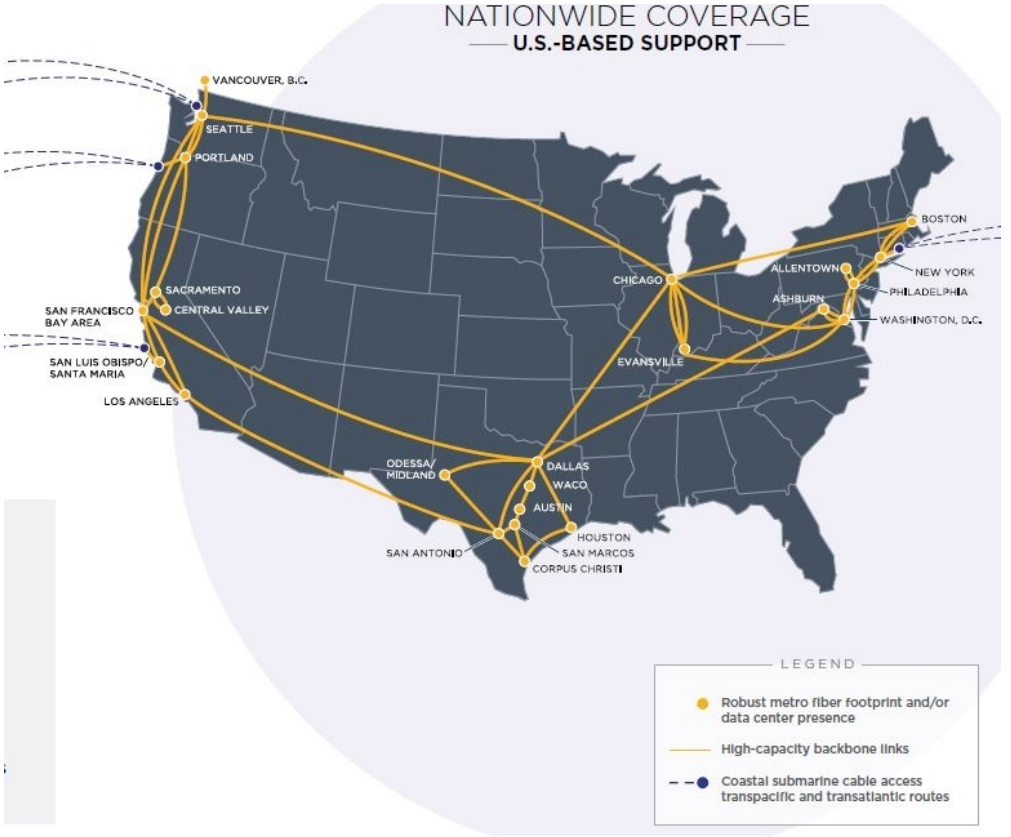
Powering businesses across the U.S.

While we provide coast-to-coast connectivity to over 1 million customers, we maintain a local, customer-centric approach, with dedicated industry experts on-hand, around-the-clock, to help stay on top of today's evolving IT technology.

- In 12 states and 8 of the top 10 metro areas in the U.S.
- More than 41,000 route miles
- More than 19,600 on-net buildings
- More than 75,000 business customers
- Connected to more than 100 data centers and 2,000 cell sites

We Deliver Solutions Over the Most Reliable Network:

- Connectivity
- Internet
- Voice/Unified Communications
- Cloud Networking
- Custom Solutions/Advanced Services



TIPS

- Membership at TIPS is free for public agencies with no obligation to purchase. In Texas, TIPS Members can qualify for Reward Dollars based on your overall spend with TIPS Vendors throughout the TIPS FY

- TIPS Member Registration Link – In Texas, agencies must complete an interlocal agreement and if required by the agency, a board resolution. You can submit your membership documents to tips@tips-usa.com for processing.



Opportunity Summary- City Of Taylor

- Astound is looking to expand our Fiber Optic Network throughout the City of Taylor. Solution provides for new service locations for (11) sites for the City of Taylor. City Hall at 400 Porter Street and new City Hall (300 E 2nd Street) will be Dedicated Fiber Service (to support 10G scalability) and the other sites will be NON-Dedicated (to support 1G scalability).

- Astound will place (6)GPON Fiber LCC's throughout the city which allow Astound to service other businesses in the area. Astounds Fiber Network will support Voice, Internet, and Cable TV Services for the city and for the residents of the City of Taylor. This is an investment of close to a million dollars that Astound is spending and not passing on any of that cost to the city.

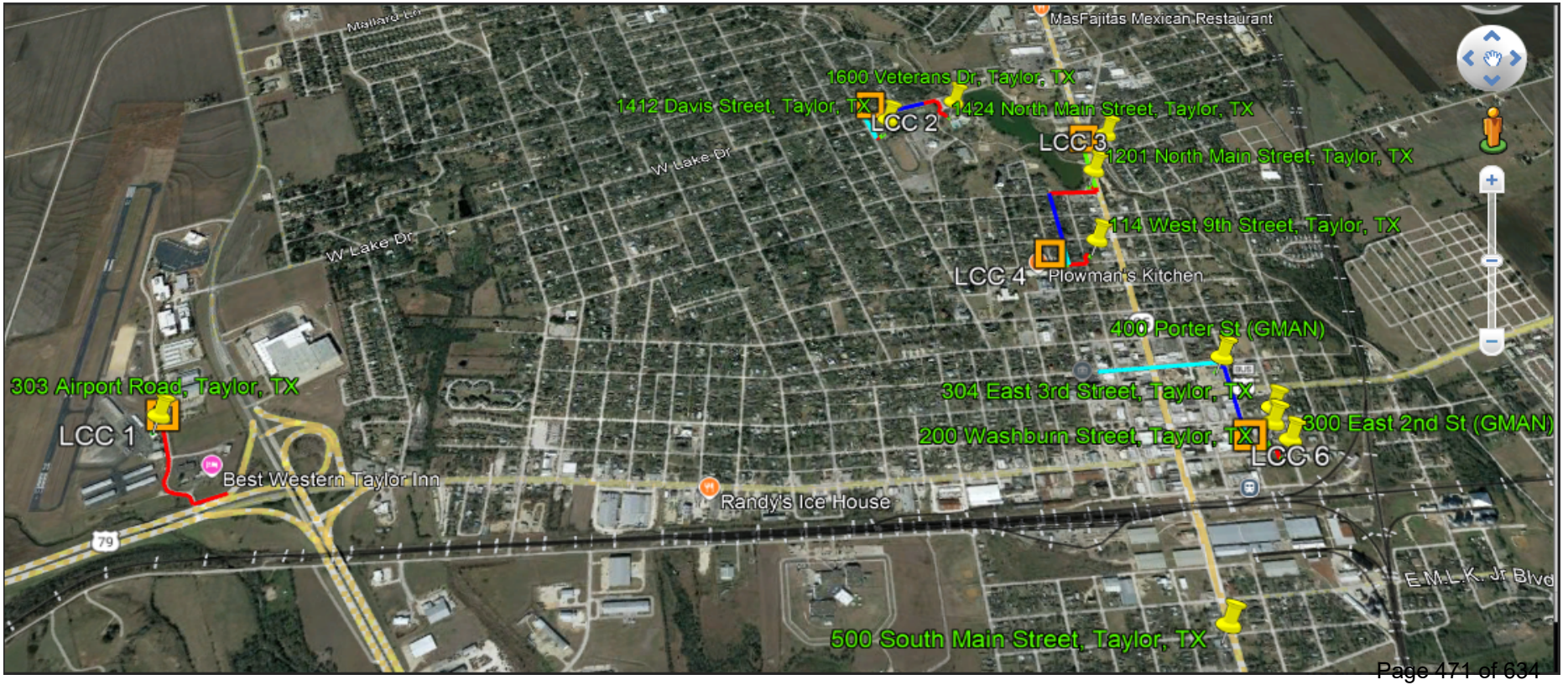
- Astound is proposing a 10 year partnership with the City of Taylor. This new Fiber network will provide a technology that will support the city's current needs and will be scalable to support future growth of the City.

- In the event The City of Taylor needs to make changes for scalability or a department moves to a new location there will be no penalties to resume services

PHASE 1

BUILDING	ADDRESS	CITY	PHASE
City Hall	400 Porter Street	Taylor, TX 76574	Phase 1
Police	500 S. Main Street	Taylor, TX 76574	Phase 1
Public Works	1424 N. Main Street	Taylor, TX 76574	Phase 1
Fire Administration	304 E. 3rd Street	Taylor, TX 76574	Phase 1
Fire Station #1	200 Washburn Street	Taylor, TX 76574	Phase 1
Parks	1412 Davis Street	Taylor, TX 76574	Phase 1
Utility Mnt	1201 N. Main Street	Taylor, TX 76574	Phase 1
Moody Museum	114 W. 9th	Taylor, TX 76574	Phase 1
Murphy Pool	1600 Veterans Dr.	Taylor, TX 76574	Phase 1
Airport	303 Airport Rd Ste 101	Taylor, TX 76574	Phase 1
City Hall (new)	300 E 2nd Street	Taylor, TX 76574	Phase 1

KMZ-Network Design



PHASE 2

BUILDING	ADDRESS	CITY	PHASE
Municipal Court	109 W. 5th Street	Taylor, TX 76574	Phase 2
Dickey-Givens	1015 E. Martin Luther King	Taylor, TX 76574	Phase 2
Fire Station #2	705 Carlos Parker Blvd	Taylor, TX 76574	Phase 2
Animal Shelter	701 E. 4th	Taylor, TX 76574	Phase 2
Cemetery	1101 E. 4th	Taylor, TX 76574	Phase 2
WWTP	1904 OLG Cemetery Rd.	Taylor, TX 76574	Phase 2
Library	801 Vance Street	Taylor, TX 76574	ERATE FUNDING

References:

REFERENCES

Williamson County
Rory Tierney
Director of Operations
Office: 512-943-1457 | Cell: 512-591-8052
rory.tierney@wilco.org

- Astound provides Fiber Based Internet Services to 13 sites for Williamson County

City of Cedar Park
Ilija Preocanin
Assistant Director of Information Services
Information Services
ilija.preocanin@cedarparktexas.gov
Phone: 512-401-5810
Mobile: 512-791-1202

- Astound provides Fiber Based Internet Services to 5 sites for the City of Cedar Park

References:

City of Leander

Paul Preston
ppreston@leandertx.gov

Stuart Smith, CISSP
Assistant Director / Information Security Officer
Information Technology Department
City of Leander
ssmith@leandertx.gov
(512) 528-2922 (office)

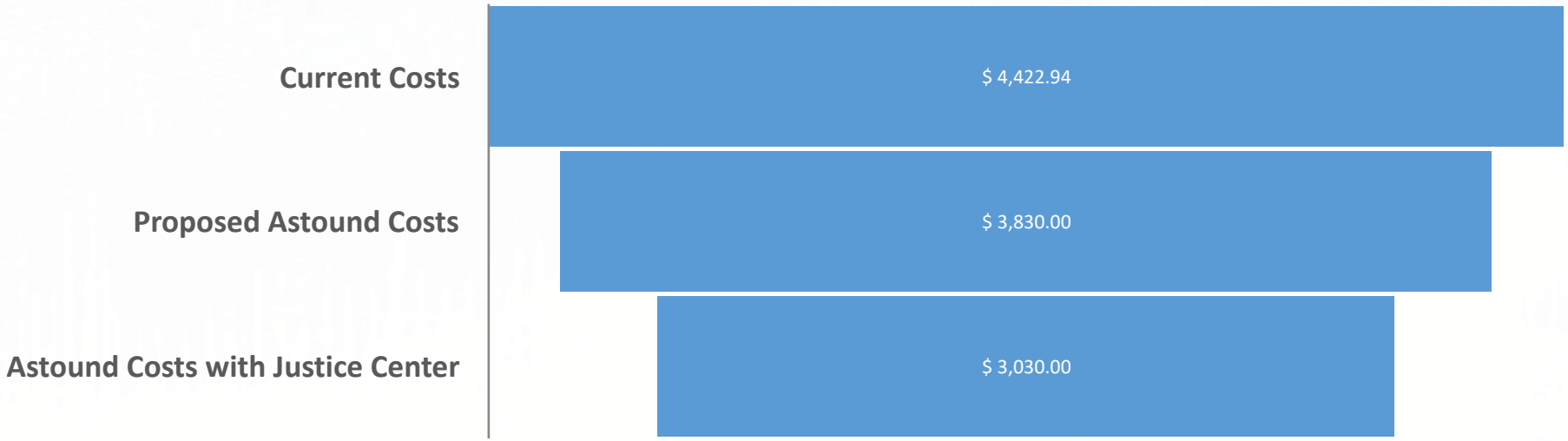
- Astound provides Fiber Based Internet Services to 5 sites for the City of Leander

Hays County
Jeff McGill
Director, Information Technology
Hays County, TX
(512)393-2841
jmcgill@co.hays.tx.us

Astound provides Fiber Based Internet Services to 20 sites for Hays County

- Astound has many more Cities and Counties that we can reference throughout the state of Texas

Internet Cost Comparision for Phase I



MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER (TEXAS)

This Master Services Agreement for Enterprise Services-Governmental Customer (Texas) (this "**MSA**") is entered into as of this _____ day of _____, 2024 (the "**Effective Date**"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "**Provider**"), and CITY OF TAYLOR, TEXAS, a home-rule municipality ("**Customer**"). For purposes of this MSA, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC. Each of Provider and Customer may be referred to in this MSA as a "**Party**" and together as the "**Parties**."

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the "**Services**"). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more "**Service Orders**," as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "**Service Site**"); (iii) the initial term of the Service Order (the "**Initial Service Term**"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("**MRC**") for the Service, and (b) any non-recurring charges ("**NRC**") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the "**Agreement**." Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the "**SLA**"), the SLA constitutes a part of this MSA. Customer's use of any Services purchased pursuant to the Agreement will also be governed by Provider's Acceptable Use Policy for Commercial Services (the "**AUP**") which is posted on Provider's website at http://www.astound.com/business/aup. Additional provisions that are applicable only to specific types of Services are contained in Provider's Service-Specific Terms and Conditions (the "**Service-Specific T&Cs**") which is posted on Provider's website at http://www.astound.com/business/service-terms. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the "**MSA Term**") shall be for ten (10) years, commencing on the Effective Date and expiring on the date that is one day prior to the tenth (10th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern the same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will begin to automatically renew on a month-to-month basis (the "**Renewal Term**"). During the Renewal Term, either Party may terminate this Service Order by giving no less than thirty (30) days' advance written notice of termination to the other Party. Written notice of termination by Customer must be given to Provider by completing and submitting the online "Change of Service" form on the

Astound Business Solutions website located at http://www.astound.com/business/support/macd. The total period of time a Service Order is in effect is referred to as the "**Service Term**" for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Customer will not be invoiced for any fees or costs until the full services are available at the locations included in the Service Order. Invoices shall be delivered monthly, and shall be paid by Customer within sixty (60) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.0% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to

resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within fifteen (15) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, to the extent not prohibited by applicable law, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer's account manager and to the notice address specified in Article 11 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-Appropriation. Customer is a Texas governmental entity subject to legislative appropriation requirements and provisions of the Texas Constitution that may limit Customer's ability to incur contractual debts. Accordingly, notwithstanding anything to the contrary contained elsewhere in this MSA or in any Service Order, in the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may

terminate the Service Order at issue as a matter of public convenience without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Provider by completing and submitting the online "Change of Service" form on the Astound Business Solutions website located at http://www.astound.com/business/support/macd. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, to the extent not prohibited by applicable law, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.4 Termination Charge.

(a) Local Governmental Entities Under Texas Local Gov't Code § 271.151. The provisions of this Subsection 6.4(a) shall apply only if the Customer is a "local governmental entity" as that term is defined in Texas Local Gov't Code § 271.151. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall, consistent with Texas Local Gov't Code § 271.153(a), pay Provider a "**Termination Charge**" to compensate Provider for the direct damages Provider suffered as a result of Customer's Termination for Customer Convenience or as a result of Customer's Default, as applicable. To the extent permitted by law, the Termination Charge shall equal the sum of the following: (a) all unpaid amounts for Services actually provided prior to the termination date; (b) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (c) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services (provided, that Provider shall use good faith, commercially reasonable efforts to mitigate such third party cancellation charges); (d) one hundred percent (100%) of all remaining MRC Customer was to pay Provider for the Service during the first (1st) year of the Service Term; (e) seventy-five percent (75%) of all remaining MRC Customer was to pay Provider for the Service during the second (2nd) year of the Service Term; (f) fifty percent (50%) of all remaining MRC Customer was to pay Provider for the Service during the third (3rd) year of the Service Term; (g) twenty-five percent (25%) of all remaining MRC Customer was to pay provider for the Service during the fourth (4th) and later years of the Service Term (if applicable); and (h) if and to the extent not already recovered by Provider pursuant to items (a) through (g) above, any additional amounts necessary in order for Provider to recoup its actual, documented out-of-pocket costs incurred in extending its communications network to reach the Service Sites at issue and install the Services at issue, calculated on a time and materials basis plus a 15% administrative mark-up. Notwithstanding anything to the contrary provided in the immediately preceding sentence, in no event shall the amount of the Termination Charge, when added to the total amount of Fees already paid by Customer to Provider for the Services at issue prior to the early termination, exceed the total amount Customer would have paid for the Services pursuant to the Service Order had the Services not been terminated early. If incurred, the Termination Charge will be due and payable by Customer within forty-five (45) days after the termination date of the Service(s) at issue. Customer acknowledges and agrees that the calculation of the Termination Charge represents a genuine estimate of Provider's actual direct damages, is not a penalty or windfall and does not consist of consequential or exemplary damages prohibited by Texas Local Gov't Code § 271.153(b). If this Subsection 6.4(a) is found to be unlawful, invalid and/or unenforceable, then Provider shall be entitled to such damages as are authorized by law.

(b) State Agencies and Institutions of Higher Education Under Texas Gov't Code § 2260.001. The provisions of this Subsection 6.4(b) shall apply only if the Customer is a "unit of state government" or an "institution of higher education" as those terms are defined in Texas Gov't Code § 2260.001. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall, consistent with Texas Gov't Code

§ 2260.003, pay Provider a "**Termination Charge**" to compensate Provider for the direct damages Provider suffered as a result of Customer's Termination for Customer Convenience or as a result of Customer's Default, as applicable. To the extent permitted by law, the Termination Charge shall equal the sum of the following: (a) all unpaid amounts for Services actually provided prior to the termination date; (b) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (c) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services (provided, that Provider shall use good faith, commercially reasonable efforts to mitigate such third party cancellation charges); (d) one hundred percent (100%) of all remaining MRC Customer was to pay Provider for the Service during the first (1st) year of the Service Term; (e) seventy-five percent (75%) of all remaining MRC Customer was to pay Provider for the Service during the second (2nd) year of the Service Term; (f) fifty percent (50%) of all remaining MRC Customer was to pay Provider for the Service during the third (3rd) year of the Service Term; (g) twenty-five percent (25%) of all remaining MRC Customer was to pay provider for the Service during the fourth (4th) and later years of the Service Term (if applicable); and (h) if and to the extent not already recovered by Provider pursuant to items (a) through (g) above, any additional amounts necessary in order for Provider to recoup its actual, documented out-of-pocket costs incurred in extending its communications network to reach the Service Sites at issue and install the Services at issue, calculated on a time and materials basis plus a 15% administrative mark-up. Notwithstanding anything to the contrary provided in the immediately preceding sentence, in no event shall the amount of the Termination Charge, when added to the total amount of Fees already paid by Customer to Provider for the Services at issue prior to the early termination, exceed the total amount Customer would have paid for the Services pursuant to the Service Order had the Services not been terminated early. If incurred, the Termination Charge will be due and payable by Customer within forty-five (45) days after the termination date of the Service(s) at issue. Customer acknowledges and agrees that the calculation of the Termination Charge represents a genuine estimate of Provider's actual direct damages, is not a penalty or windfall and does not consist of consequential or exemplary damages prohibited by Texas Gov't Code § 2260.003(c). If this Subsection 6.4(b) is found to be unlawful, invalid and/or unenforceable, then Provider shall be entitled to such damages as are authorized by law.

(c) Counties Under Texas Local Gov't Code § 262.001 *et seq*. The provisions of this Section 6.4(c) shall apply only if the Customer is a county generally governed by Texas Local Gov't Code § 262.001 *et seq*. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall, consistent with applicable law, pay Provider a "**Termination Charge**" to compensate Provider for the direct damages Provider suffered as a result of Customer's Termination for Customer Convenience or as a result of Customer's Default, as applicable. To the extent permitted by law, the Termination Charge shall equal the sum of the following: (a) all unpaid amounts for Services actually provided prior to the termination date; (b) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (c) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services (provided, that Provider shall use good faith, commercially reasonable efforts to mitigate such third party cancellation charges); (d) one hundred percent (100%) of all remaining MRC Customer was to pay Provider for the Service during the first (1st) year of the Service Term; (e) seventy-five percent (75%) of all remaining MRC Customer was to pay Provider for the Service during the second (2nd) year of the Service Term; (f) fifty percent (50%) of all remaining MRC Customer was to pay Provider for the Service during the third (3rd) year of the Service Term; (g) twenty-five percent (25%) of all remaining MRC Customer was to pay provider for the Service during the fourth (4th) and later years of the Service Term (if applicable); and (h) if and to the extent not already recovered by Provider pursuant to items (a) through (g) above, any additional amounts necessary in order for Provider to recoup its actual, documented out-of-pocket costs incurred in extending its communications network to reach the Service Sites at issue and install the Services at issue, calculated on a time and materials basis plus a 15% administrative mark-up. Notwithstanding anything to the contrary provided in the immediately preceding sentence, in no event shall the amount of the Termination Charge, when added to the total amount of Fees already paid by Customer to Provider for the Services at issue prior to the early termination, exceed the total amount Customer would have paid for the Services pursuant to the Service Order had the Services not been terminated early. If incurred, the Termination Charge will be due and payable by Customer within forty-five (45) days after the termination date of the Service(s) at issue. Customer acknowledges and agrees that the calculation of the Termination Charge represents a genuine estimate of Provider's actual direct damages, is not a penalty or windfall and does not consist of consequential or exemplary damages prohibited by Texas Local Gov't Code § 262.007(c). If this Subsection 6.4(c) is found to be unlawful, invalid and/or unenforceable, then Provider shall be entitled to such damages as are authorized by law.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – LIMITATION OF LIABILITY

7.1 General Limitations. Neither Party shall be liable to the other Party for any loss or damage occasioned by a Force Majeure Event. Except for Customer's obligation to pay Fees, each Party's aggregate liability to the other Party for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by the injured Party; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the twelve (12) month period immediately preceding the event giving rise to the claim.

7.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

7.3 No Special Damages. EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

7.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

7.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

ARTICLE 8 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 9 – DISPUTE RESOLUTION

9.1 Good Faith Negotiations. To the extent not prohibited by applicable law, except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "**Dispute**") arises between the Parties in connection with this Agreement, the Parties shall first use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "**Dispute Notice**"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

9.2 Units of State Government Subject to Texas Gov't Code § 2260.004. The provisions of this Section 9.2 shall apply only if the Customer is an entity subject to Texas Gov't Code § 2260.004. Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event any Dispute arises between the Parties in connection with this Agreement, the Parties shall resolve the Dispute using the dispute resolution process required by Texas Gov't Code § 2260.004.

9.3 Governing Law and Venue. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Texas. Any judicial action arising in connection with the Agreement shall be in the District Court of the State of Texas in and for the county in which the Services at issue are provided, or in the Federal District Court for the District in which the Services at issue are provided, as applicable.

ARTICLE 10 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 10, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 11 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:
Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Business Solutions

If to Customer:

With a Copy to:
Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

With a Copy to:

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 12 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 13 – MISCELLANEOUS

13.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

13.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

13.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

13.4 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

EXHIBIT A - Service Level Agreement for Lit Fiber Services
EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

13.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

13.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:	**PROVIDER:**
City of Taylor, Texas, a home-rule municipality	Astound Business Solutions, LLC, a Delaware limited liability company
By_____	By_____
Name: _____	Name: _____
Title: _____	Title: _____

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EXHIBIT A
to
Master Services Agreement for Enterprise Services

Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by Astound pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

Astound's Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the Astound Network or Astound Equipment, Astound's CNOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Astound on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The Astound Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The Astound Network is designed to provide a monthly average one-way Latency not to exceed the following:

- **For "Local Market" distances of ≤ 75 miles = 10 ms**
- **For "Inter-Market" distances of between 76 – 750 miles = 20 ms**
- **For "Long-Haul" distances of > 750 miles = 50 ms**

If the applicable Latency target is not achieved in a given month and Astound does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Astound CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	**Target Inter-Market Latency**	**Target Long-Haul Latency**	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	**20 ms or less**	**50 ms or less**	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The Astound Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- **For Local Market distances of ≤ 75 miles = 2 ms**
- **For Inter-Market distances of between 76 – 750 miles = 5 ms**
- **For Long-Haul distances of > 750 miles = 15 ms**

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Astound Backbone Network" means Astound's core fiber backbone that connects Astound's POPs and regional hubs.

"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the ability of Customer to exchange Ethernet packets with the Astound Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\text{\% Availability (per calendar month)} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Astound's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the Astound Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Astound's Network to another designated point on Astound's Network. Latency is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Astound Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the

number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Astound pursuant to its internal network monitoring process, or by Customer's reporting of a problem to the Astound CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Astound will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account

manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

EXHIBIT B
to
Master Services Agreement for Enterprise Services

Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Astound pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

Astound's dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, Astound's CNOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Astound on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Astound does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Astound by Customer.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in Services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem.

5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period,

Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

5.3 **Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the "MSA") executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER NAME	CUSTOMER DBA	CUSTOMER POINT OF CONTACT	CUSTOMER BILLING ADDRESS
City of Taylor		Name: Nicole Oman Email: nicole.oman@taylortx.gov Office: 512-352-3675 Mobile: 5123522247	
EXISTING ACCOUNT NUMBER		**ASTOUND SALES REP**	**ASTOUND SALES SEGMENT**
0 -		Chris Cox - 772618	Enterprise

INITIAL SERVICE TERM	SERVICE ORDER REFERENCE NUMBER
120 months	OP418261

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
1 Usable Static IP (BCI)	114 W 9th St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$20.00	$20.00	$0.00	$0.00
Business Class Internet 200 Mb	114 W 9th St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$205.00	$205.00	$0.00	$0.00
1 Usable Static IP (BCI)	1201 N Main St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$20.00	$20.00	$0.00	$0.00
Business Class Internet 200 Mb	1201 N Main St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$205.00	$205.00	$0.00	$0.00

PROPRIETARY AND CONFIDENTIAL

1 Usable Static IP (BCI)	1412 Davis St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$20.00	$20.00	$0.00	$0.00
Business Class Internet 200 Mb	1412 Davis St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$205.00	$205.00	$0.00	$0.00
1 Usable Static IP (BCI)	1424 N Main St , Taylor, TX 76574, USA		N/A		1	$20.00	$20.00	$0.00	$0.00
Business Class Internet 200 Mb	1424 N Main St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$205.00	$205.00	$0.00	$0.00
1 Usable Static IP (BCI)	1600 Veterans Dr , Taylor, TX 76574, USA	Cust Prem	N/A		1	$20.00	$20.00	$0.00	$0.00
Business Class Internet 200 Mb	1600 Veterans Dr , Taylor, TX 76574, USA	Cust Prem	N/A		1	$205.00	$205.00	$0.00	$0.00
1 Usable Static IP (BCI)	200 Washburn St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$20.00	$20.00	$0.00	$0.00
Business Class Internet 200 Mb	200 Washburn St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$205.00	$205.00	$0.00	$0.00
/29 Static IP Block (5 Usable)	300 E 2nd St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$30.00	$30.00	$0.00	$0.00
DIA 1 Gb	300 E 2nd St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$950.00	$950.00	$0.00	$0.00
1 Usable Static IP (BCI)	303 Airport Rd , Taylor, TX 76574, USA	Cust Prem	N/A		1	$20.00	$20.00	$0.00	$0.00
Business Class Internet 200 Mb	303 Airport Rd ste 101, Taylor, TX 76574, USA	Cust Prem	N/A		1	$205.00	$205.00	$0.00	$0.00
1 Usable Static IP (BCI)	304 E 3rd St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$20.00	$20.00	$0.00	$0.00
Business Class Internet 200 Mb	304 E 3rd St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$205.00	$205.00	$0.00	$0.00
/29 Static IP Block (5 Usable)	400 Porter St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$30.00	$30.00	$0.00	$0.00
10,000 Minute ABCP	400 Porter St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$0.00	$0.00	$0.00	$0.00
DIA 1 Gb	400 Porter St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$950.00	$950.00	$0.00	$0.00
DID	400 Porter St , Taylor, TX 76574, USA	Cust Prem	N/A		200	$0.00	$0.00	$0.00	$0.00
SIP Base Package (10 trunks)	400 Porter St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$100.00	$100.00	$0.00	$0.00

SIP each additional Trunk (11-100)	400 Porter St , Taylor, TX 76574, USA	Cust Prem	N/A		30	$5.00	$150.00	$0.00	$0.00
/30 Static IP Block (1 Usable)	500 S Main St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$0.00	$0.00	$0.00	$0.00
DIA 1 Gb	500 S Main St , Taylor, TX 76574, USA	Cust Prem	N/A		1	$800.00	$800.00	$0.00	$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						**TOTALS**	**$4,810.00**		**$0.00**

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

TIPS Contract-230105 Grande Communications Networks LLC dba Astound Business Solutions

Astound will not apply any early termination penalties for bandwidth speed adjustments needed for scalability during the contracted terms. If, at any time during the Initial Service Term, Customer moves to a new location and Provider is unable to provide Services at Customer's new location, then Customer may terminate this Service Order as of the date on which Customer vacates the Service Site(s) without incurring any Termination Charge or other early termination fee. Should Customer desire to exercise its rights under this paragraph, Customer shall do so by delivering at least thirty (30) days advance written notice to Provider. To the extent that any documented engineering, installation and construction costs associated with the discontinued Services remain at the time of the relocation, the Parties shall then negotiate in good faith to determine whether (i) any pricing or Service adjustments are warranted under this Service Order or any other agreement covering the relocated Services; or (ii) Customer reimburses Provider for such costs.

Astound will not start billing until the City of Taylor is ready to activate and start using the services.

Portability; Substitution of Services. For purposes of this Service Order, Section 6.3 of the T&Cs is deleted in its entirety and replaced with the following:

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; and (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services. For avoidance of any doubt, relocation of the Services received at one of Customer's Service Sites to another location shall be deemed a substitution of Services for purposes of this Service Order.

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature	Authorized Provider Signature
Printed Name	Printed Name
Title	Title
Date Signed	Date Signed

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Quality of Life Economic Vitality

Agenda Item Number: 15.

Agenda Title: **Consider appointments to the Civil Service Board, Parks & Recreation Advisory Board, Public Arts Advisory Board, and Tree Advisory Board.**

Council Action to be Taken: Appoint to various Boards and Commissions.

Department Submitted: City Clerk

Staff Contact: Lucy Aldrich, City Clerk

1. PURPOSE / DESCRIPTION

To appoint members to fill vacant seats on various Boards and Commissions.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Board and Commission appointments are made in February and August of each year. The August meeting is for appointments to fill current vacancies and the February meeting is reserved for a full review of all boards, attendance records, and re-appointments. Advertisement for applications was published in the August 18th newspaper and social media posts have been made over the last couple of months.

Four boards are needing to have seats filled:

Civil Service Board

Current Member	Reason for Appointment	Applicant Appointed by City Manager
Carey Gambrell	Term expired	Louis Cappozzoli

*Appointments to the Civil Service Board are made by the City Manager and ratified by the City Council.

Parks and Recreation Advisory Board

Current Member	Reason for Appointment		Applicants
Luke Thompson	Graduated	Student member	Matthew Rangel

Public Arts Advisory Board

Current Member	Reason for Appointment	Applicants
Cayla Cardiff	Resigned	Lauren Glover Lucinda Chapter

Tree Advisory Board

Current Member	Reason for Appointment	Applicants
Susan Carr	Term expired	Pam Harper

3. PROS and CONS

PROS	CONS
•	•

4. RECOMMENDATION

Staff recommends appointments to these Boards.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS

Do not make appointments.

8. ATTACHMENTS

1. Civil Service Board Application
2. Parks & Recreation Advisory Board Applicant
3. Public Arts Advisory Board Applicants
4. Tree Advisory Board Applicant

City of Taylor
Board and Commission Application

PLEASE TYPE OR PRINT CLEARLY

Name Louis Cappozzoli

Address (Residence and Mailing)

2100 W Lake Dr. Taylor, Texas 76574

How long at this residence? 5 years

Phone (Home)

Cell Phone 512-[redacted]

Fax

Email [redacted]

Occupation Paralegal

Employer Norton Rose Fulbright US LLP

Address 98 San Jacinto Boulevard, Suite 1100

Austin, Texas 78701

Work Phone 512-536-2463

Business owner? ☐ Yes ☑ No

Additional information?

Are you willing to meet via Zoom or other virtual software? ☑ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously, with the exception of the ZBA. If more than one, please list in order of priority for which you wish to be considered.

Civil Service Commission

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

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

Familiar with Texas law. I am already trained to assist attorneys and should have no problem seeking guidance or working with the City Attorney. I moved here 5 years ago and seeking to give back to the Taylor community.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. *(*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, or the TEDC. Change in residency status during term can result in termination of appointment.)* Applications must be received at least 10 business days prior to Council making appointments.

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

Signature _____ Date 10/07/2024

CITY OF TAYLOR
DESCRIPTION OF BOARDS AND COMMISSIONS

Animal Control Appeals Board and Shelter Advisory Committee meets as needed (at least 3 times a year) and hears registration appeals and assists the animal control officer in compliance issues.

Civil Service Commission is appointed by the City Manager to adopt rules regarding hiring and promotional processes, the disciplinary process, maintenance of personnel files, and other subjects as defined by Civil Service Law.

NEW - Historic Preservation Commission is appointed by the City Council. Candidates should have knowledge and demonstrate interest in preservation-related fields such as architecture, history, archaeology, planning, or urban or community design, as well as historic preservation. All members shall participate in appropriate historic preservation training at least annually.

Library Board meets the 2nd Tuesday of each month, with the exceptions of June, July and December, and makes recommendations to the City Council about the operations of the library and helps ensure that the Library meets the needs of the City.

Main Street Advisory Board meets the 3rd Wednesday of each month. Main Street is a national movement of Economic Development through Historic Preservation. This is a working board charged with developing and implementing policy to create positive change in the Downtown Improvement District. Board members are charged with identifying and mobilizing resources, building a strong volunteer base, developing new leadership, and maintaining clear focus on the district's needs and opportunities through the development and implementation of an annual work plan based on the Transformation Strategies established by the board. Board members are expected to chair committees and actively participate in Main Street projects, programs, and activities. Members serve 3-year terms.

Moody Museum meets the 3rd Tuesday of every other month. Oversees the operation of the Moody Museum and volunteers.

Parks and Recreation meets the 3rd Wednesday of each month. Makes recommendations to the City Council regarding sports activities, recreation programs, parks, and parks facilities and helps ensure that they meet present and future needs of the community.

Planning & Zoning Commission meets the 2nd Tuesday of each month. Approves or disapproves platting or replatting of land within the corporate limits and within the extraterritorial jurisdiction of the City and makes recommendations to the City Council regarding the use of land, location of buildings and of businesses, in respect to their environments.

Public Arts Advisory Board meets the 4th Wednesday of each month. The board's purpose is to promote the acquisition by the City of works of art in public places and to raise awareness, interest and funding for art in public places. Members serve 3-year terms.

Taylor Economic Development Corporation (TEDC) meets the 3rd Wednesday of each month. Promotes, assists, and enhances economic development activities for the City.

Tree Advisory Board meets quarterly on a Tuesday. Reviews city plan to plant and maintain trees, supports public education efforts related to tree care and promotes Arbor Day activities.

Zoning Board of Adjustments meets the 1st Tuesday of each month or as needed. Hears and decides special exceptions to the zoning ordinance and rules on appeals. This board is autonomous.

Applications are public information. Applications are kept on file for two (2) years from date of application.

Please complete and return to: City Clerk, City of Taylor, 400 Porter St., Taylor, TX. 76574
(512)352-3676 or Fax (512)352-8255 or email: Dianna.mclean@taylortx.gov

City of Taylor
Board and Commission Application

PLEASE TYPE OR PRINT CLEARLY

Name Matthew Rangel

Address (Residence and Mailing)
[redacted] Davis St
Taylor TX

How long at this residence? 17 years

Phone (Home) [redacted]

Cell Phone

Fax

Email [redacted]

Occupation Resell clothing

Employer Matthew Rangel

Address [redacted] Davis St
Taylor, TX

Work Phone [redacted]

Business owner? ☑ Yes ☐ No

Additional information?

Are you willing to meet via Zoom or other virtual software? ☑ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously, with the exception of the ZBA. If more than one, please list in order of priority for which you wish to be considered.

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

List experience, training, skills or interests which you believe you could bring to this position. (Attach additional pages if needed.)
I run a small business by myself which brings leadership skills and I am a athlete so parks and Rec is perfect, also have lived in Taylor my whole life so I know what the environment here is

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. *(*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, or the TEDC. Change in residency status during term can result in termination of appointment.)* Applications must be received at least 10 business days prior to Council making appointments.

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

Signature Matthew Rangel Date Aug 15

City of Taylor
Board and Commission Application

PLEASE TYPE OR PRINT CLEARLY

Name Lauren Glover

Address (Residence and Mailing)
306 W. 7th St.
Taylor, TX 76574

How long at this residence? 15 years

Phone (Home) —

Cell Phone 512- [redacted]

Fax —

Email [redacted]

Occupation Art Teacher

Employer Hutto High School

Address 101 FM 685
Hutto, TX 78634

Work Phone (512) 759-4700

Business owner? ☐ Yes ☒ No

Additional information?

Are you willing to meet via Zoom or other virtual software? ☒ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously, with the exception of the ZBA. If more than one, please list in order of priority for which you wish to be considered.

Public Arts Advisory Board

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

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

MA, Art Education, BA Art History, coursework in city planning, Art Teacher for last 14 years, Create art for personal enjoyment, Worked at Blanton Museum of Art, Interned at the Contemporary + TX Biennial, Austin

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. *(*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, or the TEDC. Change in residency status during term can result in termination of appointment.)* Applications must be received at least 10 business days prior to Council making appointments.

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

Signature _____ Date 7/3/24

City of Taylor
Board and Commission Application

PLEASE TYPE OR PRINT CLEARLY

Name Lucinda (Cindy) Chapter

Address (Residence and Mailing)
906 George St.
Taylor, TX

How long at this residence? 2 years

Phone (Home) 512 [redacted]

Cell Phone

Fax

Email [redacted]

Occupation massage therapist

Employer self

Address

Work Phone 512 820 7381

Business owner? ☒ Yes ☐ No

Additional information?

Are you willing to meet via Zoom or other virtual software? ☒ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously, with the exception of the ZBA. If more than one, please list in order of priority for which you wish to be considered.

Public Arts Advisory Board

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

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

I'm an artist. Degree (BA) in Interior design + art. Founder of Taylor Studio Tour. Downtown Business owner.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. *(*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, or the TEDC. Change in residency status during term can result in termination of appointment.)* Applications must be received at least 10 business days prior to Council making appointments.

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

Signature [signature] Date 29 August 2024

City of Taylor
Board and Commission Application

RECEIVED
OCT 04 2024
BY:

PLEASE TYPE OR PRINT CLEARLY

Name Pamela Harper

Address (Residence and Mailing)
3307 Crystal Circle
Taylor, Tx 76574

How long at this residence? 23 years

Phone (Home) only cell

Cell Phone 512-[redacted]

Fax

Email [redacted]

Occupation Retired Paraprofessional Educator

Employer

Address

Work Phone

Business owner? ☐ Yes ☑ No

Additional information?

Are you willing to meet via Zoom or other virtual software? ☑ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously, with the exception of the ZBA. If more than one, please list in order of priority for which you wish to be considered.

Tree Advisory, Library Board

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

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

I love to garden. I plant a Zinnia Garden every spring. My information regarding the Library Board is on another application

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. *(*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, or the TEDC. Change in residency status during term can result in termination of appointment.)* Applications must be received at least 10 business days prior to Council making appointments.

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

Signature Pamela Harper Date 10-4-2024

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure

Agenda Item Number: 16.

Agenda Title: **Consider awarding the Mustang Creek Drainage Improvements construction contract to Ranger Excavating and allowing the City Manager to execute all necessary documents.**

Council Action to be Taken: Consider awarding the Mustang Creek Drainage Improvements construction contract to Ranger Excavating and allowing the City Manager to execute all necessary documents.

Department Submitted: Public Works

Staff Contact: Jim Gray, Director
Jacob Walker, City Engineer

1. PURPOSE / DESCRIPTION

The purpose of this agenda item is to possibly award contract for the construction of the Mustang Creek Drainage Improvements. Mitigation solutions includes a 22 acre-feet of off channel flood storage within a channel bench and the stabilization of bank erosion threatening the Municipal Airport runway.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Mustang Creek Drainage Improvement project was included in a two project Texas GLO CDBG-MIT grant application awarded to the City in June 2021. The other sister GLO grant funded drainage mitigation project is Donna Channel Drainage Improvements. The Mustang Creek flood bench increase channel flow area which decreases flood elevations and velocities near the stabilized bank to reduce erosion potential in protecting the Municipal Airport runway.

The Mustang Creek Drainage Improvements project was advertised for competitive bid on 8/25/2024 to 9/1/2024 in the Taylor Press. Six (6) competitive bids from construction contractors were received and the bids were opened on 9/16/2024. The apparent complete low bidder was Ranger Excavating with a bid of $870,725.00. Based on the information presented in their bid, staff recommends awarding the construction contract for the Mustang Creek Drainage Improvements to Ranger Excavation plus a 25% contingency (for low bid well below average) of

$217,681.25, for a total construction cost of $1,088,406.25.

3. PROS and CONS

PROS	CONS
• Drainage improvements will reduce flood risk and protect bank erosion near airport runway. • Project funded by Texas GLO CDBG-MIT funds.	• No forseeable cons

4. RECOMMENDATION

Staff recommends approval of up to $1,088,406.25 construction costs, which includes executing a contract for the low bid of $870,725.00 with Ranger Excavating, and includes a 25% contingency for unforeseen construction issues.

5. FUNDING SOURCE

Texas General Land Office (GLO) CDBG-MIT funds.

6. TIMELINE

Anticipated construction is expected to start in November 2024 through May 2025.

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. Recommendation Letter
2. Bid Tabs
3. Mustang Creek Drainage Improvements Construction Contract

September 25, 2024

Mr. Jim Gray, P.E .
Public Works Director City of Taylor
400 Porter Street Taylor, Texas
Via email to: Jim.Gray@taylortx.gov

RE: Mustang Creek Drainage Improvements
Recommendation to Award Construction Contract

Dear Mr. Gray,

On September 16, 2024, HDR Engineering assisted the City of Taylor in opening bids for the above-referenced project. The bid included the construction for improvements to the Mustang Creek Drainage Improvements to add channel conveyance by excavating a flood bench and stabilization of channel bank erosion.

Six responsive bid proposals were submitted with total bid prices ranging from $870,725.00 to $1,814,150.00. A detailed Bid Tabulation is enclosed for your review. Based on our review of the bids submitted, Ranger Excavating of Austin, Texas is the lowest responsive bidder.

A reference check was performed on Ranger Excavating via a telephone poll of owners and engineers for similar projects the contractor has worked on in Texas over the past several years. The overall impression from the references we spoke with was that Ranger Excavating provides quality work in a timely and professional manner, they are very responsive, and they would gladly work with them again. Additionally, the company appears to have a solid financial condition, credit rating, and payment history.

Based on the information presented, HDR recommends the City of Taylor accept the bid from Ranger Excavating in the amount of $870,725.00. We will prepare the Notice of Award Letter and other contract documents to be forwarded to Ranger Excavating if the City of Taylor concurs with this recommendation.

Sincerely,
HDR Engineering, Inc.

Paul Morales, P.E.
Project Manager

Attachment: Bid Tabulation

hdrinc.com
4401 West Gate Blvd., Suite 400, Austin, TX 78745
T 512.912.5100 **F** 512.912.5158
Texas Registered Engineering Firm F-754

	Bidder			**Jordan Foster Construction**		**Ranger Excavating**		**Patin Construction, LLC**	
	Attachments:								
	Required Bid Security			✓		✓		✓	
	Acknowledgement of Addendum 01			✓		✓		✓	
	List of Proposed Subcontractors								
	List of Proposed Suppliers								
	Evidence of Authority to do Business in State of Texas			✓		✓			
	Required Bidder Qualification Statement with Supporting Data			✓		✓		✓	
MUSTANG CREEK DRAINAGE IMPROVEMENTS									
Bid item #	**Description**	**Quantity**	**Units**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Preparing ROW	1	LS	$ 132,000.00	$ 132,000.00	$ 15,000.00	$ 15,000.00	$ 64,000.00	$ 64,000.00
2	Removing Concrete (Misc)	1	LS	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00
3	Excavation (Channel)	42,240	CY	$ 13.00	$ 549,120.00	$ 13.00	$ 549,120.00	$ 19.50	$ 823,680.00
4	Topsoil (4 IN)	32,000	SY	$ 1.20	$ 38,400.00	$ 1.00	$ 32,000.00	$ 1.00	$ 32,000.00
5	Seeding for Erosion Control	32,000	SY	$ 0.35	$ 11,200.00	$ 0.60	$ 19,200.00	$ 1.00	$ 32,000.00
6	Vegetative Watering	960	MG	$ 49.00	$ 47,040.00	$ 28.00	$ 26,880.00	$ 12.00	$ 11,520.00
7	Soil Retention Blanket (CL2) (TY F)	27,000	SY	$ 1.75	$ 47,250.00	$ 1.60	$ 43,200.00	$ 5.50	$ 148,500.00
8	Soil Retention Blanket (CL2) (TY G)	75	SY	$ 10.00	$ 750.00	$ 15.00	$ 1,125.00	$ 5.00	$ 375.00
9	Landscape Establishment	5	MO	$ 4,000.00	$ 20,000.00	$ 1,200.00	$ 6,000.00	$ 2,500.00	$ 12,500.00
10	Riprap (D50=15 IN)	950	CY	$ 178.00	$ 169,100.00	$ 95.00	$ 90,250.00	$ 150.00	$ 142,500.00
11	Barricades, Signs, and Traffic Handling	5	MO	$ 2,700.00	$ 13,500.00	$ 1,200.00	$ 6,000.00	$ 3,000.00	$ 15,000.00
12	Biodegradable Erosion Log (Install and Remove)	3,350	LF	$ 6.00	$ 20,100.00	$ 7.00	$ 23,450.00	$ 9.50	$ 31,825.00
13	Rock Berm (Install and Remove)	40	LF	$ 185.00	$ 7,400.00	$ 115.00	$ 4,600.00	$ 50.00	$ 2,000.00
14	Construction Exit (Install and Remove)	230	SY	$ 60.00	$ 13,800.00	$ 30.00	$ 6,900.00	$ 12.00	$ 2,760.00
15	Mobilization (5%)	1	LS	$ 50,000.00	$ 50,000.00	$ 42,000.00	$ 42,000.00	$ 5,000.00	$ 5,000.00
	TOTAL BID				**$ 1,127,660.00**		**$ 870,725.00**		**$ 1,326,660.00**

I, Paul Morales, do hereby certify this bid tabulation is accurate and true

	Bidder			**Packsaddle Management, LLC**		**JH Contracting, LLC**		**Dalrymple Gravel & Contracting**	
	Attachments:								
	Required Bid Security			✓		✓		✓	
	Acknowledgement of Addendum 01			✓		✓		✓	
	List of Proposed Subcontractors			✓					
	List of Proposed Suppliers			✓					
	Evidence of Authority to do Business in State of Texas			✓				✓	
	Required Bidder Qualification Statement with Supporting Data			✓		✓		✓	
MUSTANG CREEK DRAINAGE IMPROVEMENTS									
Bid item #	**Description**	**Quantity**	**Units**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Preparing ROW	1	LS	$ 10,000.00	$ 10,000.00	$ 23,202.50	$ 23,202.50	$ 10,000.00	$ 10,000.00
2	Removing Concrete (Misc)	1	LS	$ 5,000.00	$ 5,000.00	$ 4,713.00	$ 4,713.00	$ 5,000.00	$ 5,000.00
3	Excavation (Channel)	42,240	CY	$ 35.00	$ 1,478,400.00	$ 19.19	$ 810,585.60	$ 22.00	$ 929,280.00
4	Topsoil (4 IN)	32,000	SY	$ 1.50	$ 48,000.00	$ 5.54	$ 177,280.00	$ 1.00	$ 32,000.00
5	Seeding for Erosion Control	32,000	SY	$ 0.50	$ 16,000.00	$ 1.19	$ 38,080.00	$ 1.00	$ 32,000.00
6	Vegetative Watering	960	MG	$ 10.00	$ 9,600.00	$ 10.49	$ 10,070.40	$ 35.00	$ 33,600.00
7	Soil Retention Blanket (CL2) (TY F)	27,000	SY	$ 2.00	$ 54,000.00	$ 1.74	$ 46,980.00	$ 1.75	$ 47,250.00
8	Soil Retention Blanket (CL2) (TY G)	75	SY	$ 20.00	$ 1,500.00	$ 10.40	$ 780.00	$ 1.75	$ 131.25
9	Landscape Establishment	5	MO	$ 2,500.00	$ 12,500.00	$ 2,200.00	$ 11,000.00	$ 500.00	$ 2,500.00
10	Riprap (D50=15 IN)	950	CY	$ 100.00	$ 95,000.00	$ 104.86	$ 99,617.00	$ 155.00	$ 147,250.00
11	Barricades, Signs, and Traffic Handling	5	MO	$ 500.00	$ 2,500.00	$ 3,377.00	$ 16,885.00	$ 6,500.00	$ 32,500.00
12	Biodegradable Erosion Log (Install and Remove)	3,350	LF	$ 7.00	$ 23,450.00	$ 11.55	$ 38,692.50	$ 7.00	$ 23,450.00
13	Rock Berm (Install and Remove)	40	LF	$ 100.00	$ 4,000.00	$ 83.54	$ 3,341.60	$ 100.00	$ 4,000.00
14	Construction Exit (Install and Remove)	230	SY	$ 40.00	$ 9,200.00	$ 24.40	$ 5,612.00	$ 40.00	$ 9,200.00
15	Mobilization (5%)	1	LS	$ 45,000.00	$ 45,000.00	$ 64,341.98	$ 64,341.98	$ 65,000.00	$ 65,000.00
	TOTAL BID				**$ 1,814,150.00**		**$ 1,351,181.58**		**$ 1,373,161.25**
	I, Paul Morales, do hereby certify this bid tabulation is accurate and true								

	Bidder			**Jordan Foster Construction**		**Ranger Excavating**		**Patin Construction, LLC**	
	Attachments:								
	Required Bid Security			✓		✓		✓	
	Acknowledgement of Addendum 01			✓		✓		✓	
	List of Proposed Subcontractors								
	List of Proposed Suppliers								
	Evidence of Authority to do Business in State of Texas			✓		✓			
	Required Bidder Qualification Statement with Supporting Data			✓		✓		✓	
MUSTANG CREEK DRAINAGE IMPROVEMENTS									
Bid item #	**Description**	**Quantity**	**Units**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Preparing ROW	1	LS	$ 132,000.00	$ 132,000.00	$ 15,000.00	$ 15,000.00	$ 64,000.00	$ 64,000.00
2	Removing Concrete (Misc)	1	LS	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00
3	Excavation (Channel)	42,240	CY	$ 13.00	$ 549,120.00	$ 13.00	$ 549,120.00	$ 19.50	$ 823,680.00
4	Topsoil (4 IN)	32,000	SY	$ 1.20	$ 38,400.00	$ 1.00	$ 32,000.00	$ 1.00	$ 32,000.00
5	Seeding for Erosion Control	32,000	SY	$ 0.35	$ 11,200.00	$ 0.60	$ 19,200.00	$ 1.00	$ 32,000.00
6	Vegetative Watering	960	MG	$ 49.00	$ 47,040.00	$ 28.00	$ 26,880.00	$ 12.00	$ 11,520.00
7	Soil Retention Blanket (CL2) (TY F)	27,000	SY	$ 1.75	$ 47,250.00	$ 1.60	$ 43,200.00	$ 5.50	$ 148,500.00
8	Soil Retention Blanket (CL2) (TY G)	75	SY	$ 10.00	$ 750.00	$ 15.00	$ 1,125.00	$ 5.00	$ 375.00
9	Landscape Establishment	5	MO	$ 4,000.00	$ 20,000.00	$ 1,200.00	$ 6,000.00	$ 2,500.00	$ 12,500.00
10	Riprap (D50=15 IN)	950	CY	$ 178.00	$ 169,100.00	$ 95.00	$ 90,250.00	$ 150.00	$ 142,500.00
11	Barricades, Signs, and Traffic Handling	5	MO	$ 2,700.00	$ 13,500.00	$ 1,200.00	$ 6,000.00	$ 3,000.00	$ 15,000.00
12	Biodegradable Erosion Log (Install and Remove)	3,350	LF	$ 6.00	$ 20,100.00	$ 7.00	$ 23,450.00	$ 9.50	$ 31,825.00
13	Rock Berm (Install and Remove)	40	LF	$ 185.00	$ 7,400.00	$ 115.00	$ 4,600.00	$ 50.00	$ 2,000.00
14	Construction Exit (Install and Remove)	230	SY	$ 60.00	$ 13,800.00	$ 30.00	$ 6,900.00	$ 12.00	$ 2,760.00
15	Mobilization (5%)	1	LS	$ 50,000.00	$ 50,000.00	$ 42,000.00	$ 42,000.00	$ 5,000.00	$ 5,000.00
	TOTAL BID				**$ 1,127,660.00**		**$ 870,725.00**		**$ 1,326,660.00**

I, Paul Morales, do hereby certify this bid tabulation is accurate and true

	Bidder			**Packsaddle Management, LLC**		**JH Contracting, LLC**		**Dalrymple Gravel & Contracting**	
	Attachments:								
	Required Bid Security			✓		✓		✓	
	Acknowledgement of Addendum 01			✓		✓		✓	
	List of Proposed Subcontractors			✓					
	List of Proposed Suppliers			✓					
	Evidence of Authority to do Business in State of Texas			✓				✓	
	Required Bidder Qualification Statement with Supporting Data			✓		✓		✓	
MUSTANG CREEK DRAINAGE IMPROVEMENTS									
Bid item #	**Description**	**Quantity**	**Units**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Preparing ROW	1	LS	$ 10,000.00	$ 10,000.00	$ 23,202.50	$ 23,202.50	$ 10,000.00	$ 10,000.00
2	Removing Concrete (Misc)	1	LS	$ 5,000.00	$ 5,000.00	$ 4,713.00	$ 4,713.00	$ 5,000.00	$ 5,000.00
3	Excavation (Channel)	42,240	CY	$ 35.00	$ 1,478,400.00	$ 19.19	$ 810,585.60	$ 22.00	$ 929,280.00
4	Topsoil (4 IN)	32,000	SY	$ 1.50	$ 48,000.00	$ 5.54	$ 177,280.00	$ 1.00	$ 32,000.00
5	Seeding for Erosion Control	32,000	SY	$ 0.50	$ 16,000.00	$ 1.19	$ 38,080.00	$ 1.00	$ 32,000.00
6	Vegetative Watering	960	MG	$ 10.00	$ 9,600.00	$ 10.49	$ 10,070.40	$ 35.00	$ 33,600.00
7	Soil Retention Blanket (CL2) (TY F)	27,000	SY	$ 2.00	$ 54,000.00	$ 1.74	$ 46,980.00	$ 1.75	$ 47,250.00
8	Soil Retention Blanket (CL2) (TY G)	75	SY	$ 20.00	$ 1,500.00	$ 10.40	$ 780.00	$ 1.75	$ 131.25
9	Landscape Establishment	5	MO	$ 2,500.00	$ 12,500.00	$ 2,200.00	$ 11,000.00	$ 500.00	$ 2,500.00
10	Riprap (D50=15 IN)	950	CY	$ 100.00	$ 95,000.00	$ 104.86	$ 99,617.00	$ 155.00	$ 147,250.00
11	Barricades, Signs, and Traffic Handling	5	MO	$ 500.00	$ 2,500.00	$ 3,377.00	$ 16,885.00	$ 6,500.00	$ 32,500.00
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13	Rock Berm (Install and Remove)	40	LF	$ 100.00	$ 4,000.00	$ 83.54	$ 3,341.60	$ 100.00	$ 4,000.00
14	Construction Exit (Install and Remove)	230	SY	$ 40.00	$ 9,200.00	$ 24.40	$ 5,612.00	$ 40.00	$ 9,200.00
15	Mobilization (5%)	1	LS	$ 45,000.00	$ 45,000.00	$ 64,341.98	$ 64,341.98	$ 65,000.00	$ 65,000.00
	TOTAL BID				**$ 1,814,150.00**		**$ 1,351,181.58**		**$ 1,373,161.25**

I, Paul Morales, do hereby certify this bid tabulation is accurate and true

CONSIDER CONSTRUCTION CONTRACT FOR MUSTANG CREEK DRAINAGE IMPROVEMENTS

City Council

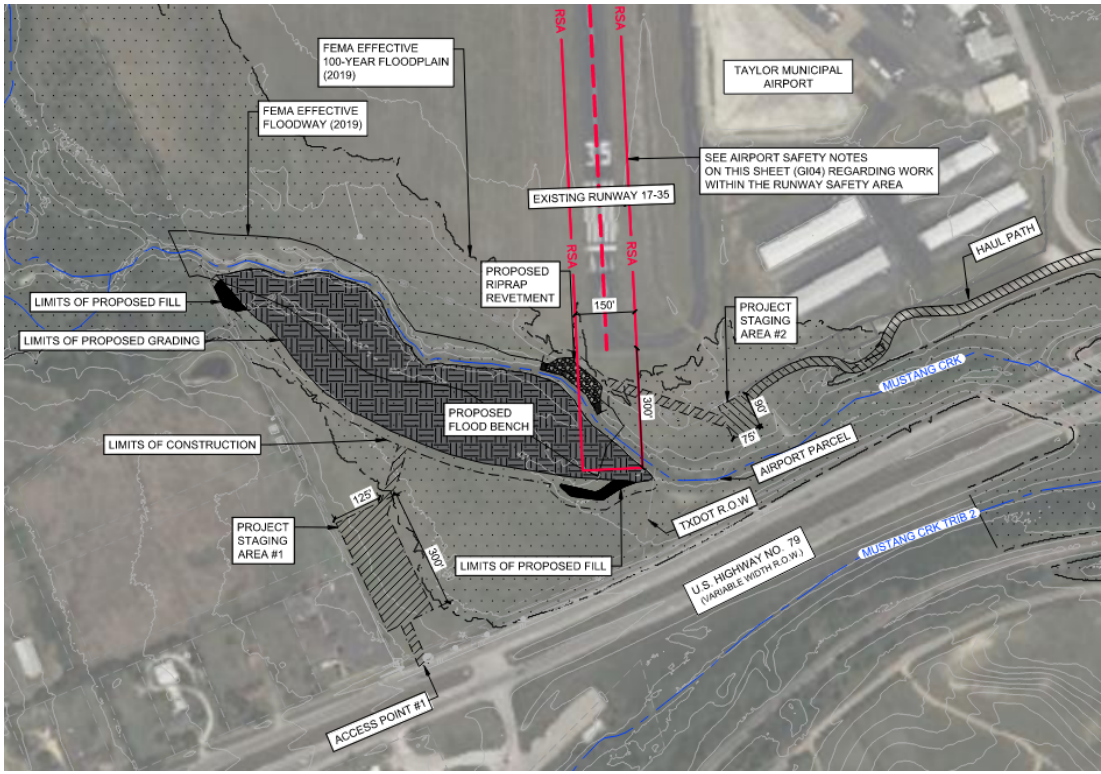
City of Taylor

October 24th, 2024

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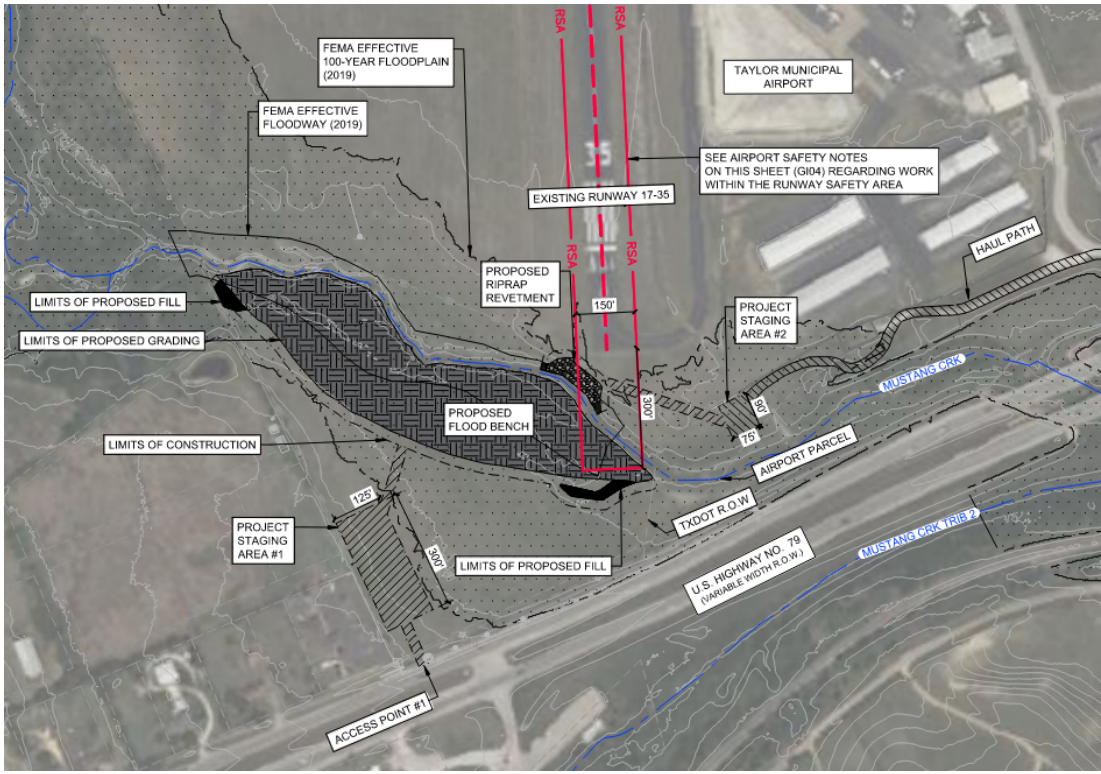
SUMMARY

- Texas GLO CDGB-MIT funding
- Mustang Creek Drainage Improvements
  - Channel Flood Benching to add channel flow area
  - Bank Stabilization to protect runway



SUMMARY

- 6 bids received
- Bids ranged from $871 to $1.8M
  - Average bid $1.3M
- Low bid was Ranger Excavating
- Recommend approval of up to $1.09M construction cost, which includes 25% contingency



City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure

Agenda Item Number: 17.

Agenda Title: **Consider Task Order 59 with HDR Engineering for the design of the Tammi Lane Sewer Replacement.**

Council Action to be Taken: Consider executing Task Order 59 with HDR Engineering for the design of the Tammi Lane Sewer Replacement.

Department Submitted: Public Works

Staff Contact: Jim Gray, Director
Jacob Walker, City Engineer

1. PURPOSE / DESCRIPTION

This item refers to executing Task Order 59 with HDR Engineering for design, bidding and construction administration services for the Tammi Lane Sewer Replacement project. This Task Order is to design approximately 1,100 linear-feet of 15-inch gravity sanitary sewer between Kent Street and West Lake Drive. The new sewer will replace two existing 6-inch gravity sewer lines that are in poor condition and have known capacity issues.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The existing sanitary sewer between Kent Street and West Lake Drive (between Tammi Lane and Meadow Lane) has known capacity and condition issues which have resulted in several sanitary sewer spills to the tributary of Mustang Creek. Hydraulic modeling of the sanitary sewer system during the City's Wastewater Master Planning process verifies the existing 6-inch sewer lines do not have the capacity required for modeled flows. Attempts to investigate the existing pipes using CCTV cameras have been unsuccessful due to the condition of the existing 6-inch vitrified clay pipe and tree root intrusion.

Replacing the sewer line between Kent Street and West Lake Drive with a 15-inch line will increase the capacity of this segment and mitigate the overflow issues. Based on the hydraulic modeling and the Wastewater Master Plan, it is also recommended to extend the upsized 15-inch to West 2nd Street in a future phase to convey projected modeled flows.

The project design is anticipated to take up 6 months to complete, which includes the necessary

upfront environmental and cultural resources investigations, data collection (survey, geotechnical, subsurface utility engineering) and easement acquisition services needed to complete the design. The overall project is anticipated to take up to 12 months to complete. The Task Order fee for design, bid, and construction administration services including easement acquisition is 333,500.00.

3. PROS and CONS

PROS	CONS
• The proposed sewer main replacement will increase sanitary sewer system capacity to avoid sanitary sewer overflows. • The new sewer main will decrease inflow and infiltration into the sanitary sewer system to assist in reduction of peak flows to the wastewater treatment plant. • The sewer main is sized according to the City's hydraulic model and Wastewater Master Plan for full build-out of the sewershed.	• Capital costs

4. RECOMMENDATION

Recommend executing Task Order 59 with HDR Engineering for the design of the Tammi Lane Sewer Replacement in the amount of $333,500.

5. FUNDING SOURCE

Combination of 2022 CO Bond and Utility Funds allocated for inflow and infiltration of the wastewater system and condition-based repairs.

6. TIMELINE

The anticipated timeframe to complete the design, bid and construction is up to 12 months.

7. OTHER OPTIONS

Reject the Task Order.

8. ATTACHMENTS

1. Tammi Ln Design-Bid-CA Contract PPTX Slides
2. TO59_Tammi Ln Sewer Design Bid CA

CONSIDER EXECUTING TASK ORDER FOR TAMMI LANE SEWER REPLACEMENT PROJECT

City Council

City of Taylor

October 24, 2024

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SUMMARY

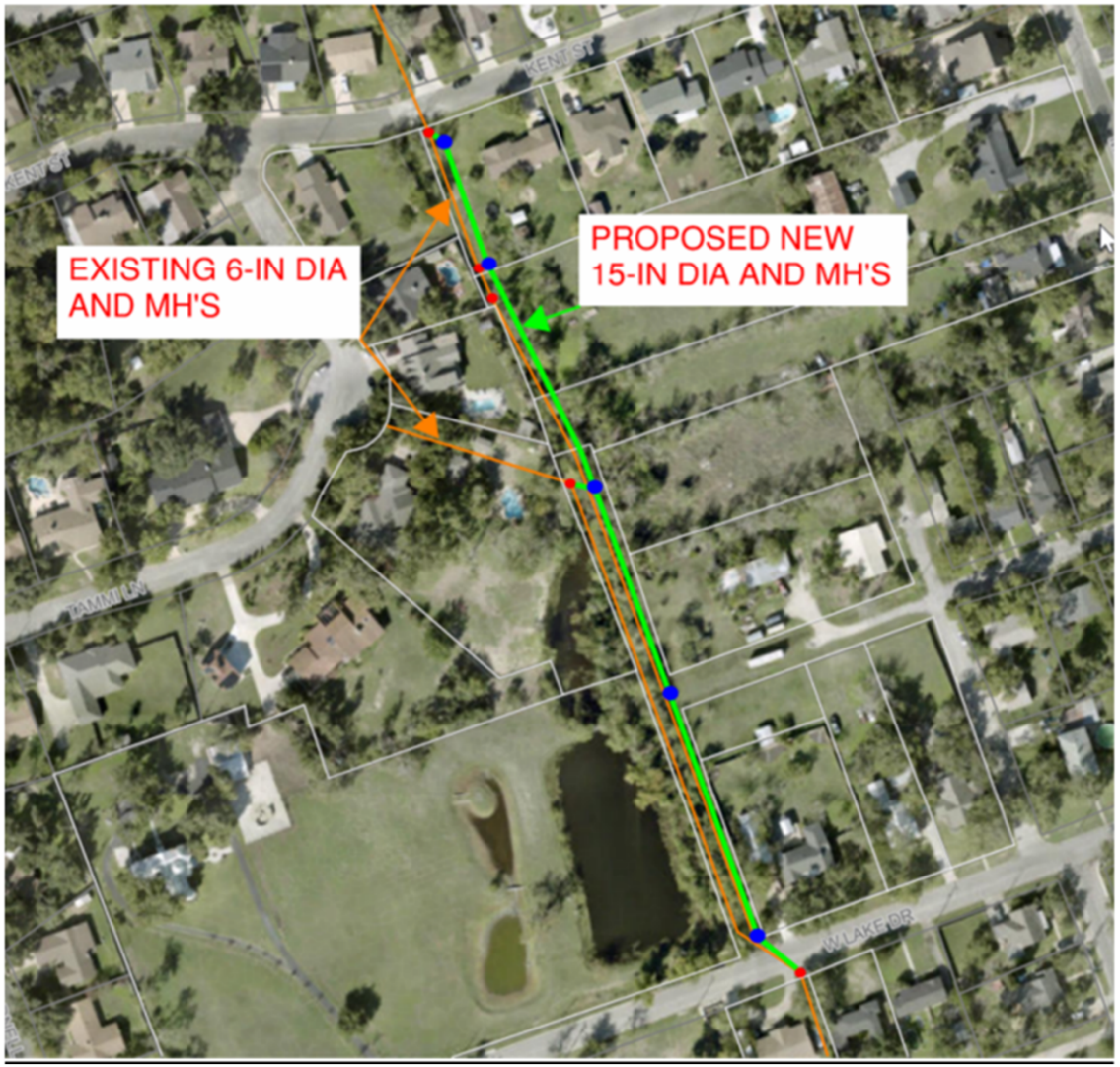
- The existing 6-inch Tammi Lane sewer lines between Kent Street and West Lake Drive have known capacity and condition issues that have contributed to several sewer overflows.
- Task Order 59 is to provide engineering services needed to mitigate the Tammi Lane sewer line issues.
  - Engineering services include Design, Bidding, Construction Administration and Easement Acquisition Services needed to replace the existing 6-inch sanitary sewer lines with about 1,100 feet of 15-inch line.
  - Includes Survey, Geotechnical Investigation and Subsurface Utility Exploration.
- The sewer line replacement is consistent with the City's Wastewater Master Plan.

TASK ORDER 59

Tammi Lane Sewer Replacement

- Design, Bid, Const Admin, Easement Acquisition – HDR Engineering, Inc. $333,500
- The design anticipated to take up to 6 months to complete.
- Overall project is anticipated to take up to 12 months to complete.

EXHIBIT 1


EXISTING 6-IN DIA
AND MH'S
PROPOSED NEW
15-IN DIA AND MH'S
KENT ST
KENT ST
PAMMI DR
W LAKE DR

TASK ORDER No. 59

Tammi Lane Sewer Replacement Project

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

TASK ORDER NUMBER: 59
PROJECT NAME: Tammi Lane Sewer Replacement Project

PART 1.0 PROJECT DESCRIPTION:

This Task Order is to design approximately 1,100 linear feet of replacement gravity sanitary sewer east of Tammi Lane from the first manhole south of Kent Street to the first manhole south of West Lake Drive with a new 15-inch pipe, and to provide Bidding, Construction Administration and Construction Observation services for the Work as defined in PART 2.0 of this document.

The sewer replacement is based on the Basis of Design Report (BODR) completed in Task Order 43 for evaluating the replacement. Two individual 6-inch sewers contribute to the system north of West Lake Drive, one from Tammi Lane and another from Kent Street. The sewers will be combined into a common 15-in pipe as shown in Exhibit 1., which is to be sized for the 2040 loadings identified in the 2024 Wastewater Master Plan update.

The aforementioned sewer replacements are herein defined as "Work".

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

Task 1 – Project Management

1) ENGINEER will manage the HDR scope of Work, coordinate with City, and other project consultants hired by City, including surveying and geotechnical.
2) ENGINEER will prepare status reports and monthly invoices.
3) ENGINEER will attend a project kick-off meeting with the City and its representatives. ENGINEER attendees will include the Project Manager and Project Engineer. The kick-off meeting will include the review of the sanitary sewer alignment, design objectives, and identify available data and data needs. The BODR developed by ENGINEER will be presented and reviewed by kickoff meeting attendees.
4) At the request of the City, ENGINEER will attend up to 2 meetings with City in addition to other meetings defined herein.
5) Deliverables:
    a) Meeting minutes, invoices, and status reports, in PDF format.

Task 2 – Design Phase Support

1) Environmental Data Collection and Permitting Services
    a. ENGINEER will conduct an in-field pedestrian survey to identify potential waters of the United States (U.S.), including wetlands, in the project corridor. The delineation will be conducted using the 1987 Wetland Delineation Manual, 2010 Great Plains Regional Delineation Supplement, and most recent USACE Fort Worth District Regulatory Branch guidance.
    b. Effects Analysis – ENGINEER will conduct an evaluation of preliminary design (approximate 30%) to determine fill impacts, if any, to potential waters of the U.S. including the tributary to Mustang Creek and other sites delineated in Task 2.1.a.
    c. Permitting Evaluation – ENGINEER will evaluate if a US Army Corp of Engineers' (USACE) Nationwide Permit 58 (NWP 58) may be required for fill impact to waters of the U.S. ENGINEER will develop a technical memorandum to summarize the findings of Tasks 2.1.a and 2.1.b., to define Section 404 permitting requirements and associated 401 Water Quality Certification best management practices, if any, for use by City and a construction contractor.
    d. General Habitat Evaluations: ENGINEER will conduct a general evaluation of wildlife and aquatic species habitat conditions along the sanitary sewer corridor to assist City in planning for pre-construction surveys or relocation efforts, such as those required for compliance with the Migratory Bird Treaty Act or Texas Wildlife Code. The findings and recommendations for pre-construction work will be included in the Permit Evaluation Memo (Task 2.1.c) based on approximately 60% design and anticipated construction methods.
    e. Assumptions:
        i. The design approach will be to avoid fill in waters of the U.S. A pre-construction notification (PCN) to and/or other coordination with the USACE for coverage under NWP 58 is not anticipated nor included within this scope. This will be confirmed and included in the technical memorandum, including any general and regional NWP conditions to be followed during construction.
        ii. If the project cannot be designed in a way that meets all general and regional conditions for coverage under NWP 58 without the notification to the USACE, ENGINEER will provide a supplemental scope and estimate for these services.
        iii. It will be confirmed whether sanitary sewer alignments are not within range of or contain suitable habitat of State or Federal Threatened and Endangered Species, therefore no scope is included to address these issues.
        iv. Field wetland delineation will require approximately 2 days for a field team comprised of two environmental scientists from ENGINEER for a project corridor of up to 100-ft wide with all access provided by City. If additional mobilizations for additional field work are necessary, a supplemental fee would be required.
        v. No construction phase permitting support is currently included, such as migratory bird nest surveys or Aquatic Resource Relocation Plan (ARRP) coordination, but can be provided as a supplemental service, if required by regulatory agency or necessary for compliance with non-notifying general permit conditions. To be noted in the memo section described in Task 214.d above.

2) Cultural Resources
    a. ENGINEER will perform a desktop cultural resources evaluation and agency consultation to determine whether an archaeological survey is required under the Antiquities Code of Texas (ACT).
    b. Assumptions
        i. Intensive archaeological survey including shovel testing and mechanical trenching not included in project scope.
        ii. Archaeology report – ACT compliant report detailing intensive survey and analysis results and recommendations not included in project scope.
        iii. Archaeology report finalization and curation not included in project scope.
        iv. Archaeological compliance with Section 106 of the National Historic Preservation Act (NHPA) is not necessary.
        v. Phase II archaeological testing and/or Phase III data recovery is not included in the scope of work. Should the intensive survey determine additional investigation and/or agency consultation is warranted, it will be covered under a separate scope and fee.
        vi. Assumes that no portion of the project alignment require archaeological survey due to previous survey coverage.

Task 3 – Permitting Services

1) TCEQ
    a. ENGINEER and City will work cooperatively to submit sanitary sewer construction permit for TCEQ approval.
    b. ENGINEER will provide technical criteria and design data for the City's use in filing permit applications for approval by TCEQ.
    c. ENGINEER will revise the drawings and specifications as required based on comments from TCEQ for permit approval.
    d. ENGINEER to submit Summary Transmittal Letter to TCEQ on behalf of the City.
2) Assumptions:
    a. Site disturbance is anticipated to be less than five (5) acres, so a Notice of Intent (NOI) to the TCEQ for compliance with the Texas Pollution Discharge Elimination System (TPDES) Stormwater General Permit TXR150000 is not anticipated.
    b. Contractor will be responsible to submit SWPPP during the construction phase.
    c. The City will be responsible for all permit fees.

Task 4 – Design Data Collection

1) City will provide available data related to existing sewer system and other City-owned utilities along sewer alignment.
2) Surveying
    a. ENGINEER will provide direction to survey subconsultant needed for topographic, legal, and utility surveying information needed to complete the design.
    b. ENGINEER will contract directly with surveyor.
    c. The following scope of services will be provided by surveyor:
        i. Identification of existing easement areas and copies of existing easements along the proposed alignment.
        ii. Provide primary survey control monuments.

iii. Provide benchmarks on approximate 800-foot intervals along the anticipated sewer alignment.
iv. Locate, both horizontal and vertical, spot elevations along the project route including top of bank and creek inverts, edges of back of curbs, driveways, visible utilities, drainage structures, centerline of roads, trees 8" and up, (except for heavily wooded areas in which only the perimeter will be located) any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project.
v. Collect spot elevations and break lines sufficient to generate a 1-foot contour interval terrain model.
vi. Manhole locations and inverts will be collected (approx. 5).
vii. Stake three (3) soil boring locations.
viii. Prepare metes and bounds descriptions with accompanying survey plats for three (3) permanent easements (also depicting temporary construction easements as needed) along the project route.

3) Geotechnical
    a. ENGINEER will provide direction to geotechnical testing subconsultant for needed geotechnical data and coordinate with geotechnical testing subconsulant as needed.
    b. The following scope of services will be provided by geotechnical testing firm:
        i. Geotechnical subconsultant will provide three (3), 20-foot soil borings along the alignment at the approximate locations selected by the ENGINEER.
        ii. Geotechnical subconsultant will provide GPS coordinates of final soil boring locations.
        iii. Geotechnical subconsultant will provide associated laboratory testing to confirm strength and classification of subsurface soils.
        iv. The results of the geotechnical data investigation will be presented in written engineering data report, including soil borings with soils classified in accordance with ASTM D2487.
    c. Geotechnical subconsultant will provide geotechnical recommendations for soil type, excavation, trenching, backfill, trench support, and dewatering in a written geotechnical design report based on the geotechnical data.
    d. Assumptions
        i. Drilling fluids and soil cutting may be disposed of on-site.
        ii. Field services can be performed in Level D personal protective equipment (PPE) during normal daytime working hours.
        iii. Traffic control to be provided by geotechnical testing subconsultant. There are no anticipated traffic control permits, or drill permits required.
4) SUE / Utility Mapping, per the ASCE 38-02 SUE definition
    a. SUE subconsultant will perform the Quality Level C/D Subsurface Utility Investigation to provide a utility base map:
        i. Quality Level D (QL-D): SUE subconsultant will collect available utility records, as-builts and plot utilities in Civil 3D DWG.
        ii. Quality Level C: SUE subconsultant will further develop existing utility alignments based on surveyed surface-visible features and correlated with QL-D information from utility records.

b. ENGINEER will provide direction to SUE subconsultant for needed subsurface utility exploration (SUE) QL-B Locating and QL-A Test Hole data, including location, size, depth, and type of utility, needed to confirm existing utility locations.
c. SUE subconsultant anticipates completion of site work in two (2) – 10-hour days.
d. ENGINEER will incorporate SUE QL-B (underground utility locating) data and SUE QL-A (test holes data provided by SUE subconsultant into the mapping and conflict analysis effort.
e. ENGINEER will utilize existing SUE work performed for the City's drainage improvements project from Kent Street to the south approximately 350-ft.

Task 5 – Easement Acquisition Services

1) Administration
   a. ENGINEER will maintain status reports of parcel activities and provide monthly status reports to City.
   b. ENGINEER will prepare initial property owner list with property owner contact information.
   c. ENGINEER will attend Public Meetings and Council Meetings as requested by City, not to exceed two (2) meetings total.
2) Rights of Entry
   a. ENGINEER will prepare Rights of Entry for up to three (3) parcels.
   b. ENGINEER will request Right of Entries from property owners for property surveys, inspections, etc., as applicable.
3) Market Study
   a. In lieu of an appraisal, the ENGINEER will provide a Market Study for up to three (3) parcels for the initial offer.
      i. This market study will include land values and the affected improvements for each parcel.
   b. ENGINEER will provide the steps taken in preparation of the market study report, recapitulation of the data and final findings for up to three (3) parcels.
      i. A market study is not intended to be nor should be construed to be an appraisal of the properties involved in the proposed project.
      ii. A market study is not sufficient to make a final offer.
4) Negotiation
   a. ENGINEER will secure preliminary title reports for up to three (3) parcels from a City approved Title Company and secure title report updates when requested by City. ENGINEER will request title insurance from the Title Company if requested by City for parcels closing.
   b. ENGINEER will analyze up to three (3) preliminary title reports to determine potential title problems, propose and inform City Staff of methods to cure title deficiencies.
   c. The curative services necessary to provide clear title to City is the responsibility of the ENGINEER.
   d. ENGINEER will coordinate with the Title Company, City, and owners for closings.
   e. ENGINEER, with the prepared Market Study, confirm City's approved value prior to making the Initial Offer for each parcel.
   f. ENGINEER will prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR) to the Property Owner.

g. ENGINEER will prepare the initial offer letter, purchase contract, and instruments of easement conveyance approved by City. The written initial offer must be sent to each property owner or the property owner's designated representative CMRRR.
h. ENGINEER will maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. ENGINEER will retain copies of signed and unsigned CMRRR receipts.
i. ENGINEER will respond to property owner inquiries verbally or in writing within five (5) business days.
j. ENGINEER will prepare a negotiator contact report for each parcel, per contact.
k. ENGINEER will maintain parcel files related to the purchase of the easement.
l. ENGINEER will advise property owner of the counteroffer process if approved by the City.
    i. The ENGINEER will transmit to City written counteroffer from property owners including supporting documentation, and ENGINEER's recommendation regarding the counteroffer.

5) Assumptions
    a. Based on 2018 property/parcel mapping, ENGINEER and City expect three (3) easements of varying length along the sanitary sewer alignment will be necessary for the construction of WORK.
    b. ENGINEER does not anticipate the need for condemnation to acquire the easements as part of this project and services related to condemnation requirements (appraisal, appraisal review, final offer) are not included in the scope of work. If such services are required, this would be covered under a supplemental scope and fee.
    c. All title services and fees associated with preliminary Title Reports, Closing Costs, and Title Policies shall be obtained and paid by the City.
    d. Target Completion Time listed in Part 4.0 is dependent on receipt of survey within 90 days of NTP.

Task 6 – Design of Sanitary Sewer

1) ENGINEER will prepare construction documents (e.g., plans and specifications) indicating the scope, extent, and character of the WORK to be performed.
2) Assumptions:
    a. Existing utilities will not require relocation.
    b. All structures (e.g., manholes) will be precast concrete, not requiring the ENGINEER to provide structural designs.
    c. Construction drawings will be 22" x 34" full-size drawings (PDF only), allowing for use at a half-size scale of 11" x 17".
    d. Plan and profile sheets will be produced at a 1" = 20 full-size scale for plan (horizontal) view and 1" = 5' full-size scale for profile (vertical).
    e. Trenchless sewer construction (e.g., auger-bore) is anticipated at the following locations of the project:
        i. West Lake Drive
3) Expected construction drawings/plans include:
    a. Title/Cover – 1 sheet
    b. General Notes – 1 sheet
    c. Abbreviations, Legend, and Symbology – 1 sheet
    d. Project Layout and Sheet Index – 1 sheet
    e. Sewer Plan and Profile (1" = 20') – 5 sheets

f. Trenchless Crossings Details – 1 sheet
g. Standard Construction Details – 3 sheets
h. Erosion Control Details – 1 sheet

4) All design milestone submittals will be in PDF format.
5) ENGINEER will submit the following document at the respective milestones:
    a. 60% Design Milestone
        i. Construction Plans, as detailed above
        ii. Table of Contents for Technical Specifications
        iii. Opinion of Probable Construction Cost (Class 3)
    b. Bid Documents Milestone
        i. Construction Plans, as detailed above
        ii. Technical Specifications and "Front End" Contract documents
        iii. Opinion of Probable Construction Cost (Class 1)
6) Design Milestone Review Meetings
    a. ENGINEER will submit Design Milestone packages to City for review and comment.
    b. City will provide review comments for each Design Milestone package within 10 calendar days of submittal by ENGINEER.
    c. Within 7 calendar days after receipt of City's Design Milestone review comments (60%, and Bid Docs), ENGINEER will conduct a 1-hour design milestone review meeting with City to discuss City's questions and modifications.
    d. For each of the two (2) Design Milestone meetings, the ENGINEER'S project manager, and project engineer will attend.
    e. Design Milestone Review Meetings will be hosted virtually.
7) Technical Specifications
    a. ENGINEER will:
        i. Prepare technical specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor based on City of Austin standard specifications and conform to the prior 17-division format of the Construction Specifications Institute (CSI).
        ii. Prepare additional HDR technical specifications to supplement City of Austin Specifications as needed, to address requirements in the City of Taylor Engineering Manual.
    b. Assumptions
        i. "Front End" modified EJCDC contractual documents between City and Contractor will be provided by City for inclusion by ENGINEER and reviewed City prior to bidding.
8) Opinion of Probable Construction Cost (OPCC)
    a. ENGINEER will:
        i. Prepare and submit to the City an Opinion of Probable Construction Cost (OPCC) at defined design development level.
        ii. The OPCC will be provided in PDF format.
    b. Assumptions:
        i. The Design Milestone OPCCs will be as noted herein and as defined by the AACE Recommended Practice No. 18R (2016).
        ii. ENGINEER's OPCCs are to be made based on ENGINEER's experience, qualifications, and general familiarity with the construction industry.
        iii. Because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions,

ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from OPCCs prepared by ENGINEER.

Task 7 – Bidding Support

1) ENGINEER will provide bidding documents and City will advertise Work to bidders and public.
2) ENGINEER will conduct a Pre-Bid Meeting with City and potential bidders.
    a. This meeting will be approximately 1 hour and will occur in person at a City facility.
    b. Following the Pre-Bid Meeting, ENGINEER and City will conduct a 1-hour field visit with potential bidders.
3) ENGINEER will prepare responses to bidders' questions and prepare up to two (2) addenda to clarify, correct, or modify the bidding documents and submit to City for distribution to potential bidders.
4) ENGINEER will provide information or assistance as needed, up to 6 hours, by the City during negotiations with prospective contractors.
5) Attend the Bid Opening, assist the OWNER in evaluating bids, prepare a Bid Tabulation and Recommendation to Award letter.
6) Upon completion of Bidding phase, ENGINEER will prepare conformed drawings and specifications for inclusion in the conformed documents for the Contractor's use.
    a. A PDF of conformed drawings and specifications will be provided to City.
7) Assumptions
    a. Provide bidding documents to OWNER for distribution to prospective bidders. It is assumed prospective bidders will obtain bidding documents by downloading them from the OWNER's online document distribution system.
    b. ENGINEER will post bidding documents to CivCast and will provide bid advertisement to City for local publication. Publication fees will be paid by City.
    c. CivCast will be utilized by City and Engineer to manage the bidding process and transmit all addenda and clarifications to potential bidders.

Task 8 – Services During Construction

1) ENGINEER will serve as the City's Engineer for the Project as directed by City.
2) Pre-Construction Conference
    a. ENGINEER will conduct a 1-hour pre-construction conference prior to commencement of work at the project site.
    b. The conference will be held at the City of Taylor offices and will be attended by the ENGINEER's project manager and project engineer.
    c. ENGINEER will prepare agenda and meeting minutes and distribute to Contractor and City.
3) Submittals
    a. The Contractor will submit to the ENGINEER the proposed Schedule of Submittals, including but not limited to Shop Drawings, Product Manuals, Samples, etc., for review, comment, and concurrence by the ENGINEER prior to the start of the submittal process for review, comment, and eventual concurrence by the ENGINEER.
    b. ENGINEER will setup and maintain a log of all submittals, RFIs, change orders, field orders, and other pertinent correspondence.

c. ENGINEER will monthly provide status update of submittals, RFIs, change order and other pertinent correspondence.
d. After Contractor's review and approval of submittals, ENGINEER shall review and take appropriate action on the Contractor's submittals, such as Shop Drawings, Product Data, and samples, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
e. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
    i. The review of a specific item shall not indicate review of an assembly of which the item is a component.
    ii. Log, track, and distribute submittals to the appropriate ENGINEER project team members for review.
    iii. Up to 20 shop drawing submittals/resubmittals are assumed.
f. ENGINEER will evaluate and determine the acceptability of substitute, or “or-equal” materials and equipment proposed by Contractor.
g. ENGINEER will review Shop Drawings or other Contractor submittals no more than two times, because of repeated inadequate submissions by Contractor.

4) Request for Information by Contractor
    a. ENGINEER will respond to up to 10 RFIs from Contractor.
5) Change Orders
    a. ENGINEER will assist with reviews of and recommendations for proposed Change Orders.
    b. ENGINEER will prepare up to 2 Change Orders is assumed.
6) Construction Material Testing for Quality Assurance
    a. ENGINEER will recommend to City special inspection or testing when deemed necessary to review if materials, products, assemblages, and equipment conform to the design concept and the Contract Documents for quality assurance purposes.
        i. Quality control testing remain the responsibility of the Contractor.
    b. ENGINEER will review special inspections reports and tests of the Contractor’s work as required by the Contract Documents and as may be deemed necessary.
    c. ENGINEER will review certificates of inspections, tests, and approvals.
7) Construction Progress Meetings
    a. ENGINEER will participate in up to 5, 1-hour, monthly construction progress meetings at or near the WORK site.
    b. Following each progress meeting, ENGINEER will visit the WORK site for up to 1-hour of review with the Contractor and City.
    c. ENGINEER’S Project Manager or his designee will attend construction progress and site visit meetings.
    d. ENGINEER will prepare agenda and meeting minutes and distribute to Contractor and City.
8) Miscellaneous Site Visits
    a. Given the nature of construction, ENGINEER will make up to 3, 2-hour site visits at intervals appropriate, as requested by the City or Contractor to observe the progress and quality of Contractor’s executed work in relation to the ENGINEER’s design, is proceeding in accordance with the Contract Documents.
    b. ENGINEER will prepare meeting minutes and distribute to Contractor and City.
9) Construction Observation
    a. ENGINEER will observe construction activities performed by the contractor to verify that installation is being performed in accordance with the Contract Documents.

b. Construction observations will be performed during through the 5-month duration based on the following assumptions.
    i. 5 months of construction will require periodic daily observation of 20 hours a week.
    ii. Observations between substantial and final completions will require minimal daily observation of 10 hours a week for a duration of 2 weeks.

10) Substantial Completion
    a. After notice from Contractor that Contractor considers the entire WORK is ready for its intended use, ENGINEER with City and Contractor, will visit the Project to determine if the WORK is substantially complete.
    b. If deficiencies in the Contractor's Work are observed, ENGINEER will prepare a list documenting observed deficiencies to County or its representatives.
    c. If after considering any objections of City, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
11) Final Completion
    a. ENGINEER will conduct a final visit to the Project to determine if the completed WORK meets the design intent so that ENGINEER may recommend, in writing, final payment to Contractor.
    b. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable (subject to the provisions herein) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
12) Record Drawings
    a. ENGINEER will Prepare Record Drawings based on "red-line" markups information received solely from the Contractor.
    b. Record drawings will be completed within 8 weeks after receipt of Contractor "red-line" markups.
13) Assumptions
    a. The ENGINEER shall not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction.
    b. The ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor.
    c. Accordingly, ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents.
    d. The ENGINEER shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents; however, the ENGINEER shall report to the OWNER any deficiencies in the work identified by the ENGINEER.
    e. Construction duration is expected to be 5 months from Notice to Proceed until Substantial completion. Duration from Substantial Completion to Final Completion is 2 weeks.
14) Acceptability and Payment for WORK
    a. ENGINEER will prepare written decisions on issues relating to the acceptability of the contractor's work or the interpretation of the requirements of the Contract

Documents pertaining to the execution, performance, or progress of the contractor's work based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation.

b. ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work.
    i. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
c. By recommending payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents.
    i. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15) OWNER will be responsible for:
    a. Quality Assurance materials testing costs.

PART 3.0 OWNER'S RESPONSIBILITIES:

The City shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the City to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements,

programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

The City shall coordinate and, as necessary, attend meetings with the ENGINEER either by phone or in person during the design, bidding, and construction of the project.

PART 4.0 PERIODS OF SERVICE:

ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP).

ENGINEER shall complete its obligations within a reasonable time per the following target schedule:

Task No.	Task Name	Target Completion Time
1	Project Management	12 months from NTP
2	Design Support	2 months from NTP
3	Permitting Services	3.5 months after Task 4 completion
4	Data Collection	2 months from NTP
5	Easement Acquisition Services	5 months from NTP
6	Design of Sanitary Sewer	
6.1	60% Design Milestone	3 months after Task 4 completion
6.2	Bid Documents Design Milestone	1 month after Task 6.1 completion
7	Bidding Support	1 month after Task 6.2 completion
8	Services During Construction	5 months after Task 7 completion

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

If the City authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

PART 5.0 ENGINEER'S FEE:

The City shall pay ENGINEER for the services set forth in Part 2.0 on the payment basis in the amounts as shown as follows.

Task No.	Task Name	Payment Basis	Fee
1	Project Management	Lump Sum	$25,300.00
2	Design Phase Support	Lump Sum	$23,200.00
3	Permitting Services	Lump Sum	$1,900.00
4	Data Collection	Lump Sum	$69,000.00
5	Easement Acquisition Services	Lump Sum	$41,200.00
6	Design of Sanitary Sewer	Lump Sum	$60,700.00
7	Bidding Support	Lump Sum	$12,400.00

8	Services During Construction	Time & Materials	$99,800.00*
		Total Fee =	$333,500.00

* Includes Resident Project Representative Construction Observation

The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services completed during the billing period.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for document reproduction, transportation travel, subconsultants, subcontractors, shipping, and express, and other incurred expenses.

Time and Materials, Not to Exceed, will be compensated at 3.25 times raw labor rates.

This Task Order is executed this _____ day of October, 2024.

CITY OF TAYLOR		HDR ENGINEERING, INC.	
"OWNER"		"ENGINEER"	
BY:		BY:	
NAME:	Brian LaBorde	NAME:	Mark D. Borenstein, PE
TITLE:	City Manager	TITLE:	Senior Vice President
ADDRESS:	400 Porter St. Taylor, TX 76574	ADDRESS:	4401 West Gate Blvd Suite 400 Austin, TX 78745

EXHIBIT 1


EXISTING 6-IN DIA
AND MH'S
PROPOSED NEW
15-IN DIA AND MH'S
KENT ST
KENT ST
TAMMY LN
W LAKE DR

City Council Meeting
October 24, 2024
Transmittal Letter

STRATEGIC PILLAR
Streets/Infrastructure

Agenda Item Number: 18.

Agenda Title: **Receive update on 2024 Street Maintenance Update and Striping Alternatives**

Council Action to be Taken: Receive update on street maintenance and consider striping alternatives for Bill Pickett Tr, TH Johnson Dr, Lake Dr, and Mallard Ln.

Department Submitted: Public Works

Staff Contact: Jim Gray, Director
Jacob Walker, City Engineer

1. PURPOSE / DESCRIPTION

This item is to receive an update on street maintenance and consider striping alternatives for Bill Pickett Tr, TH Johnson Dr, Lake Dr, and Mallard Ln.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Council approved $3.75 million for street maintenance on TH Johnson Dr and Lake Dr on January 10th, 2024 with utility and tax-supported debt issuance for FY 23-24. The Design Task Order for the 2024 Street Maintenance project was approved by Council on March 28th, 2024. Pavement marking alternatives and pavement maintenance recommendations have been developed in coordination with City staff for presentation to Council.

The purpose of this item is to receive an update on pavement maintenance recommendations for TH Johnson Dr and Lake Dr, and to consider striping alternatives on Bill Pickett Tr, TH Johnson Dr, Lake Dr. If approved, roadway and striping design plans will be completed in accordance with Council recommendations for these roadways.

The 2022 Street Maintenance project incorporated on-street bicycle facilities in the pavement marking and signing plans on Mallard Lane. Council also requested additional striping and shared use path options for Mallard Lane. Funding for Mallard Lane would need to be identified.

3. PROS and CONS

PROS	CONS
• Pavement maintenance will improve the riding surface of the roadways and extend their useful life • Striping updates can utilize the existing roadway surface to add parking and/or bicycle facilities that implement the priority multimodal corridors identified in the adopted City of Taylor Comprehensive Plan • Bicycle and parking striping would add traffic calming to these roadways • Updating the striping on Mallard Lane could provide additional parking and space for delivery vehicles, garbage bins, and mail carriers. • Updates could reduce maintenance requirements due to flex posts and buttons	• Some pavement marking alternatives reduce parking available on these roadways • Removing on-street bicycle facilities on Mallard would not implement the priority multimodal corridors identified in the adopted City of Taylor Comprehensive Plan. • Shared Use Path facilities could be provided in the future at an increased cost • Future Shared Use Path facilities may require easements • Additional cost to redesign pavement marking and signing. • Additional cost to replace striping on Mallard Lane if chosen

4. RECOMMENDATION

N/A

5. FUNDING SOURCE

Street maintenance on Bill Pickett Tr, TH Johnson Dr, and Lake Dr would be funded with the previously approved $3.75 million utility and tax-supported debt issuance for FY 23-24. Funding for Mallard Lane updates would need to be identified.

6. TIMELINE

Street maintenance design would be completed by January 2025, with construction occurring in 2025 and completed in early 2026. Mallard Lane timeline would need to be determined based on the selected design.

7. OTHER OPTIONS

Reject all proposed alternatives

8. ATTACHMENTS

1. 2024 Street Maintenance Update

2024 STREET MAINTENANCE UPDATE (BILL PICKETT TR, TH JOHNSON DR, LAKE DR, MALLARD LN)

City Council

City of Taylor

October 24, 2024

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PURPOSE

Discuss the proposed restriping and resurfacing options for the 2024 Street Maintenance Project.

Limits of Striping and Resurfacing Changes

Bill Pickett Trail

Carlos G. Parker Blvd to TH Johnson Dr

TH Johnson Drive

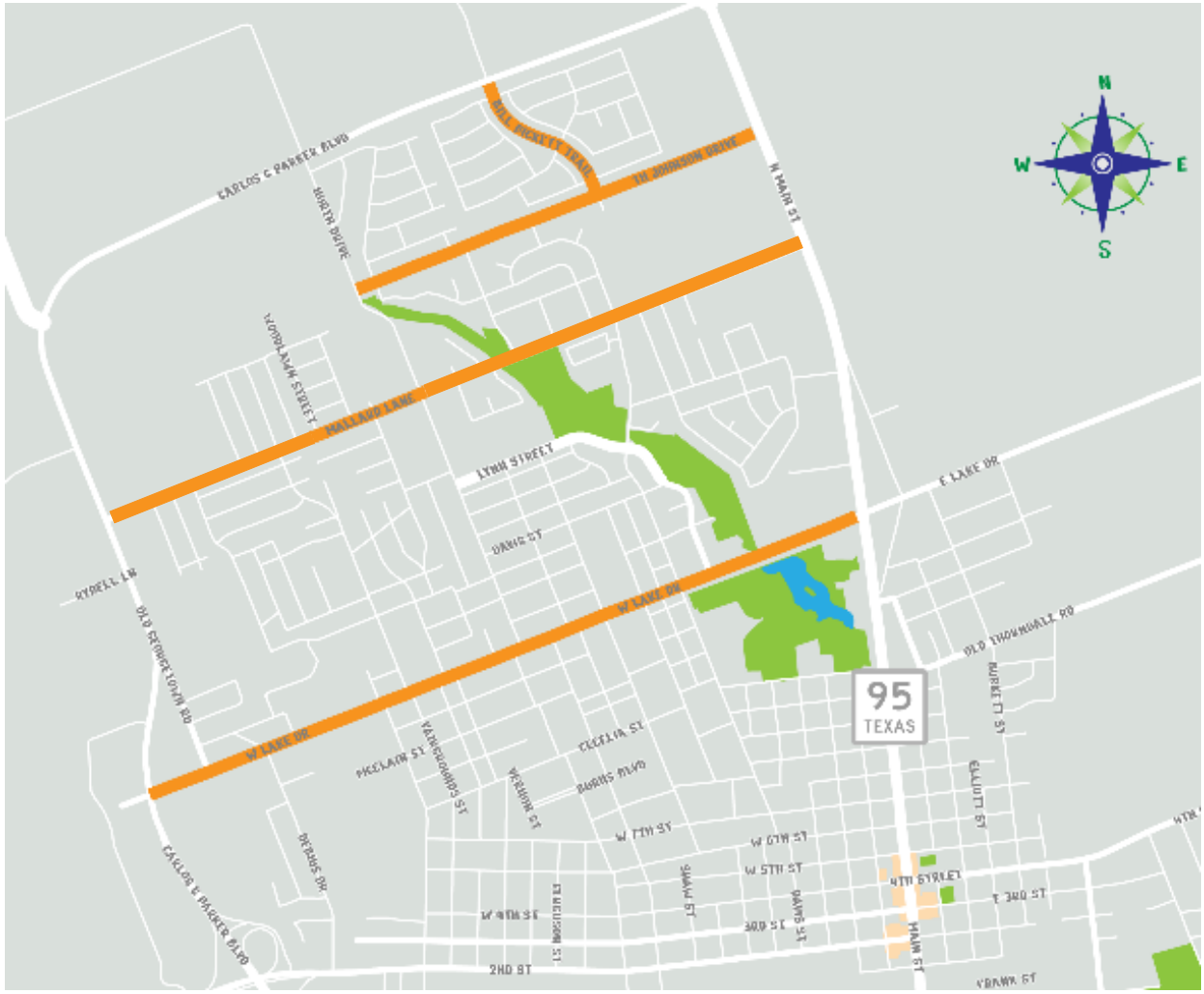
North Dr to Main St

Lake Drive

Carlos G. Parker Blvd to Main St

Mallard Lane

Carlos G. Parker Blvd to Main St



BILL PICKETT TRAIL

Resurfacing and restriping from Carlos G Parker Boulevard to TH Johnson Drive

Basic Option

- Maintain existing roadway configuration
- Restripe existing centerline and bike lanes on both sides of Bill Pickett Trail

Option 1

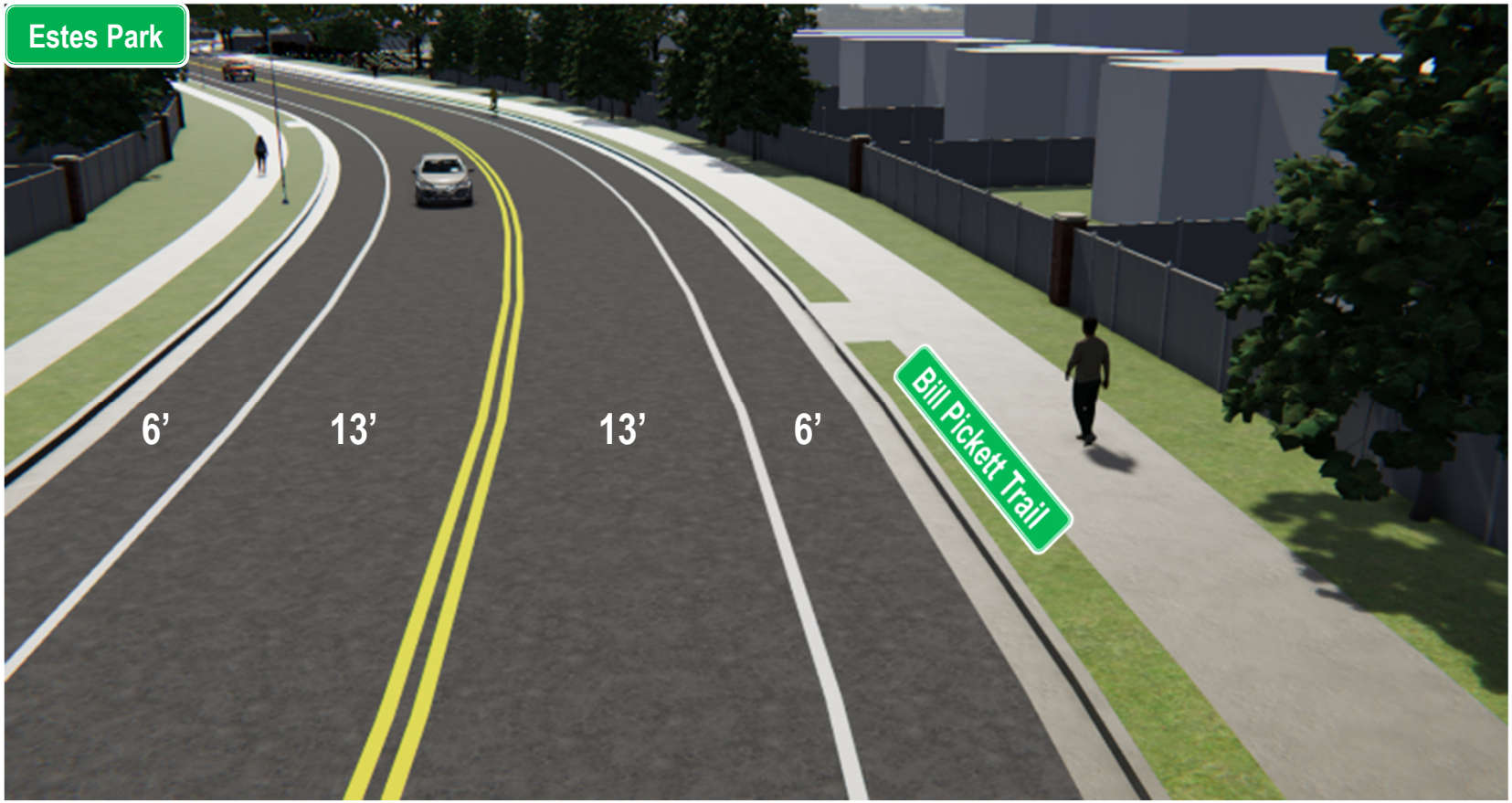
- Stripe buffered bike lanes on both sides of Bill Pickett Trail





BILL PICKETT TRAIL
BASIC OPTION

Restripe Existing Bill Pickett Trail



BILL PICKETT TRAIL
BASIC OPTION

Restripe Existing Bill Pickett Trail

Pros

- Implements the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan
- Familiar roadway configuration maintains existing bike lane along Bill Pickett Trail
- Provides traffic calming along Bill Pickett Trail

Cons

- Cyclists have minimal protection from adjacent vehicles
- No parking along Bill Pickett Trail (currently no parking allowed)
- Cannot provide left-turn lanes on Bill Pickett Trail

BILL PICKETT TRAIL
OPTION 1

Stripe buffered bike lanes on both sides of Bill Pickett Trail



BILL PICKETT TRAIL
OPTION 1

Stripe buffered bike lanes on both sides of Bill Pickett Trail

Pros

- Implements the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan
- Familiar roadway configuration maintains existing bike lane along Bill Pickett Trail
- Provides increased safety and comfort for cyclists with the addition of a buffer
- Provides traffic calming along Bill Pickett Trail

Cons

- No parking along Bill Pickett Trail (currently no parking allowed)
- Cannot provide left-turn lanes on Bill Pickett Trail

TH JOHNSON DRIVE

Revised Striping from North Drive to Main Street

Basic Option

- Stripe centerline on TH Johnson Drive from North Drive to Bill Pickett Trail
- Restripe existing configuration on TH Johnson Drive from Bill Pickett Trail to Main Street

Option 1

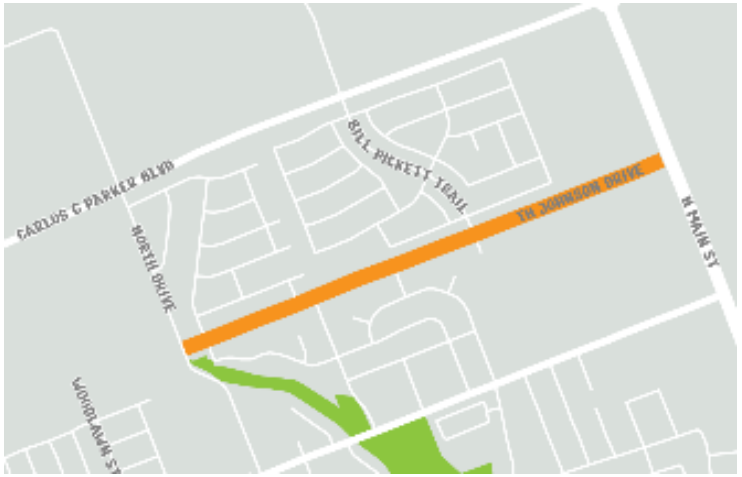
- Parallel parking on both sides of TH Johnson Drive from Pinehurst Drive to Bill Pickett Trail
- Parallel parking on one side of TH Johnson Drive from Bill Pickett Trail to Main Street
- Option for Future Project: Provide an off-street Shared Use Path (SUP) on the north side of TH Johnson Drive

Option 2

- Buffered bike lanes on both sides of TH Johnson Drive

Option 3

- Two-way cycle track on the north side of TH Johnson Drive from Bull Run to Main Street
- Option for Future Project: Transition the cycle track to an off-street SUP on the north side of TH Johnson Drive from North Dr to Bull Run



All Options

- Left-turn lanes between Bill Pickett Trail and Main Street
- Restripe TH Johnson Drive and North Drive intersection to provide left-turn lanes

TH JOHNSON DRIVE

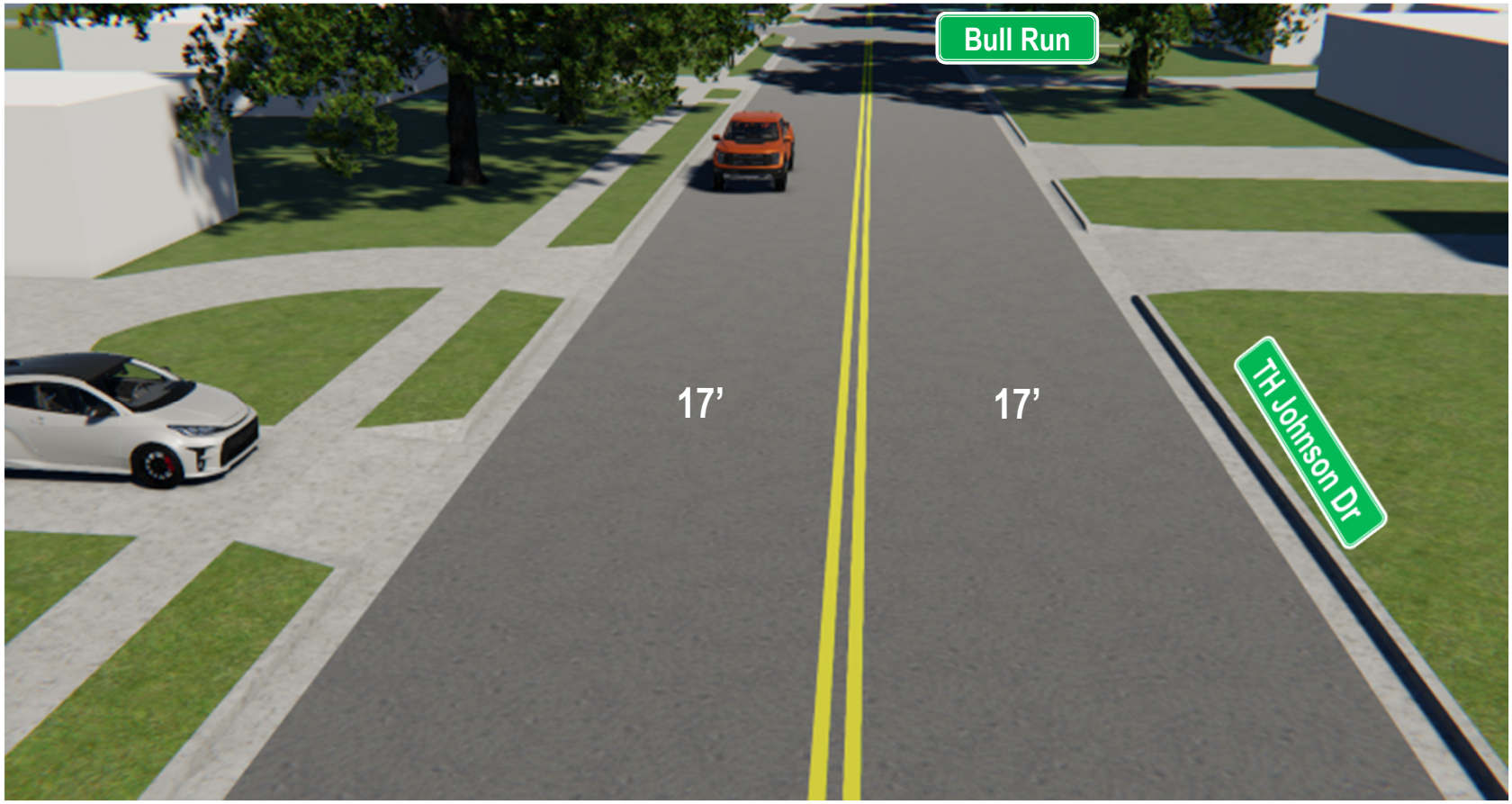
Existing Conditions





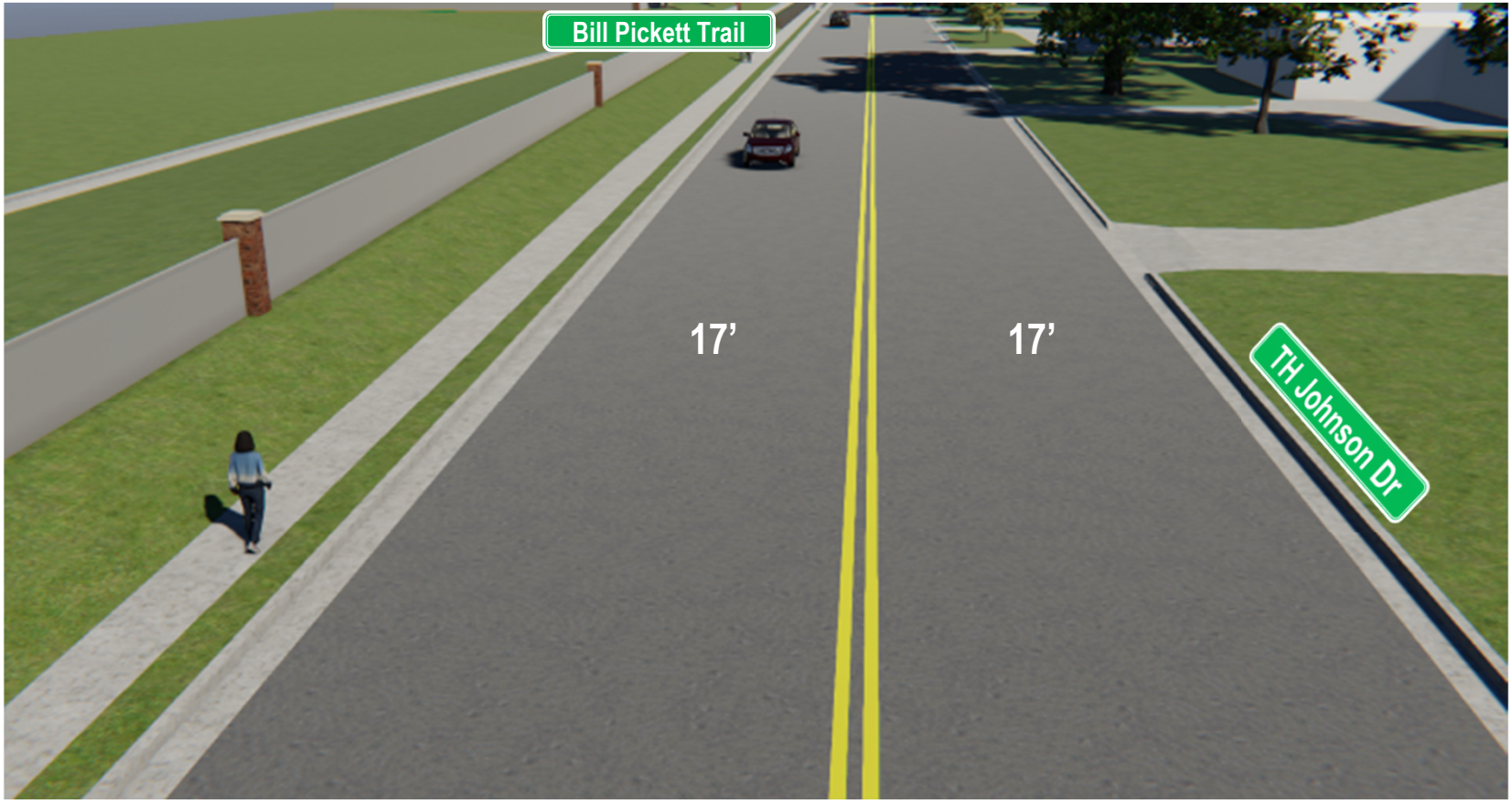
TH JOHNSON DR
BASIC OPTION

Stripe centerline from North Drive to Bill Pickett Trail
Restripe existing configuration from Bill Pickett Trail to Main Street



TH JOHNSON DR
BASIC OPTION

Stripe centerline from North Drive to Bill Pickett Trail
Restripe existing configuration from Bill Pickett Trail to Main Street



TH JOHNSON DR
BASIC OPTION

Stripe centerline from North Drive to Bill Pickett Trail
Restripe existing configuration from Bill Pickett Trail to Main Street



TH JOHNSON DR
BASIC OPTION

Stripe centerline from North Drive to Bill Pickett Trail
Restripe existing configuration from Bill Pickett Trail to Main Street



TH JOHNSON DRIVE
BASIC OPTION

Stripe centerline from North Drive to Bill Pickett Trail
Restripe existing configuration from Bill Pickett Trail to Main Street

Pros

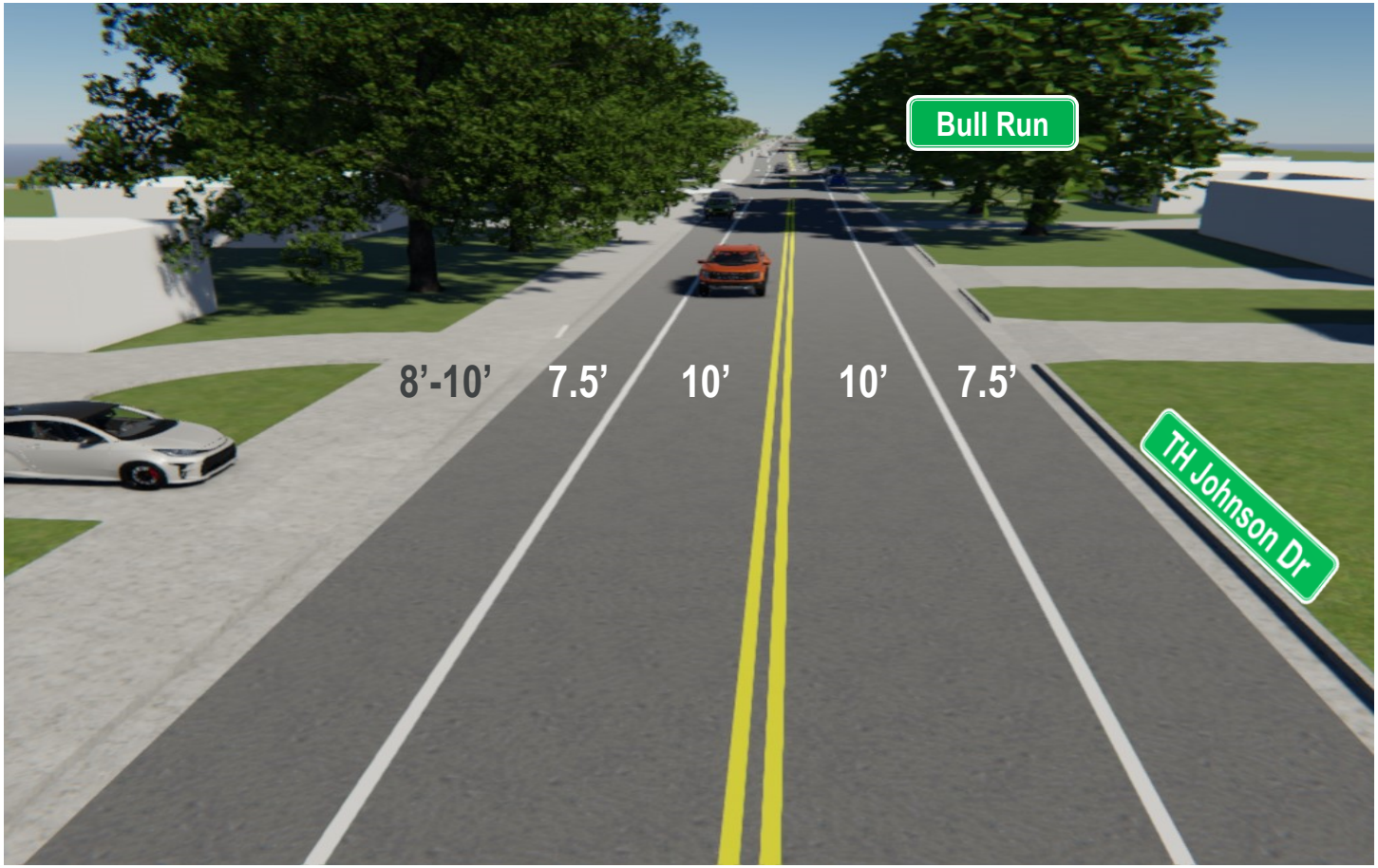
- Familiar roadway configuration maintains existing cross-section along TH Johnson with space available for residential street parking, garbage bins, delivery vehicles, and mail carriers
- Maintains left-turn lanes east of Bill Pickett Trail to access TH Johnson Elementary School and businesses on TH Johnson Dr near Main St

Cons

- Does not provide traffic calming
- Does not implement the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan under this project

TH JOHNSON DR
OPTION 1-FUTURE SUP

Parallel parking on both sides of TH Johnson Drive (North Drive to Bill Pickett Trail)
Future Option: SUP on north side of TH Johnson Drive



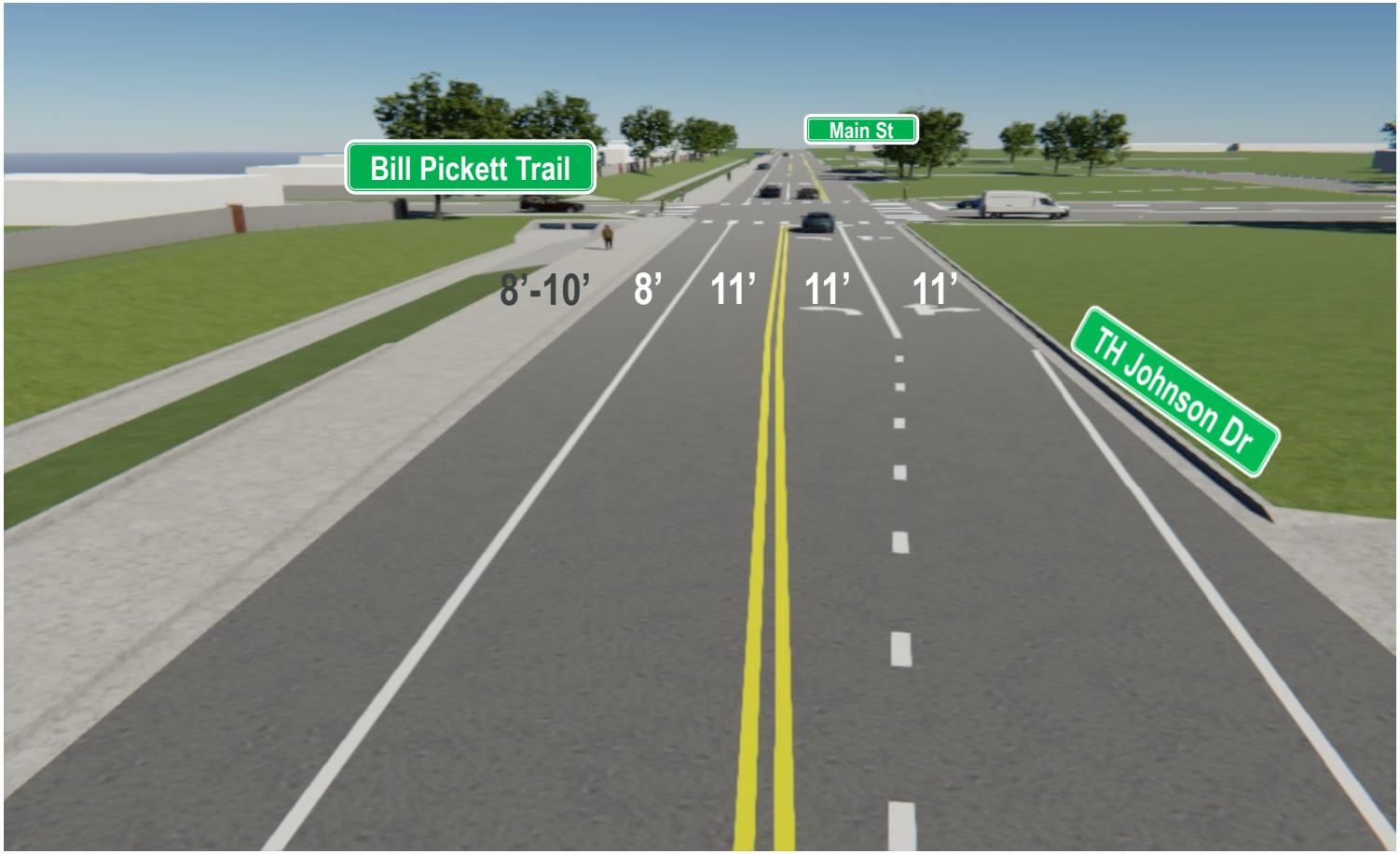
TH JOHNSON DR
OPTION 1-FUTURE SUP

Parallel parking on both sides of TH Johnson Drive (North Drive to Bill Pickett Trail)
Future Option: SUP on north side of TH Johnson Drive



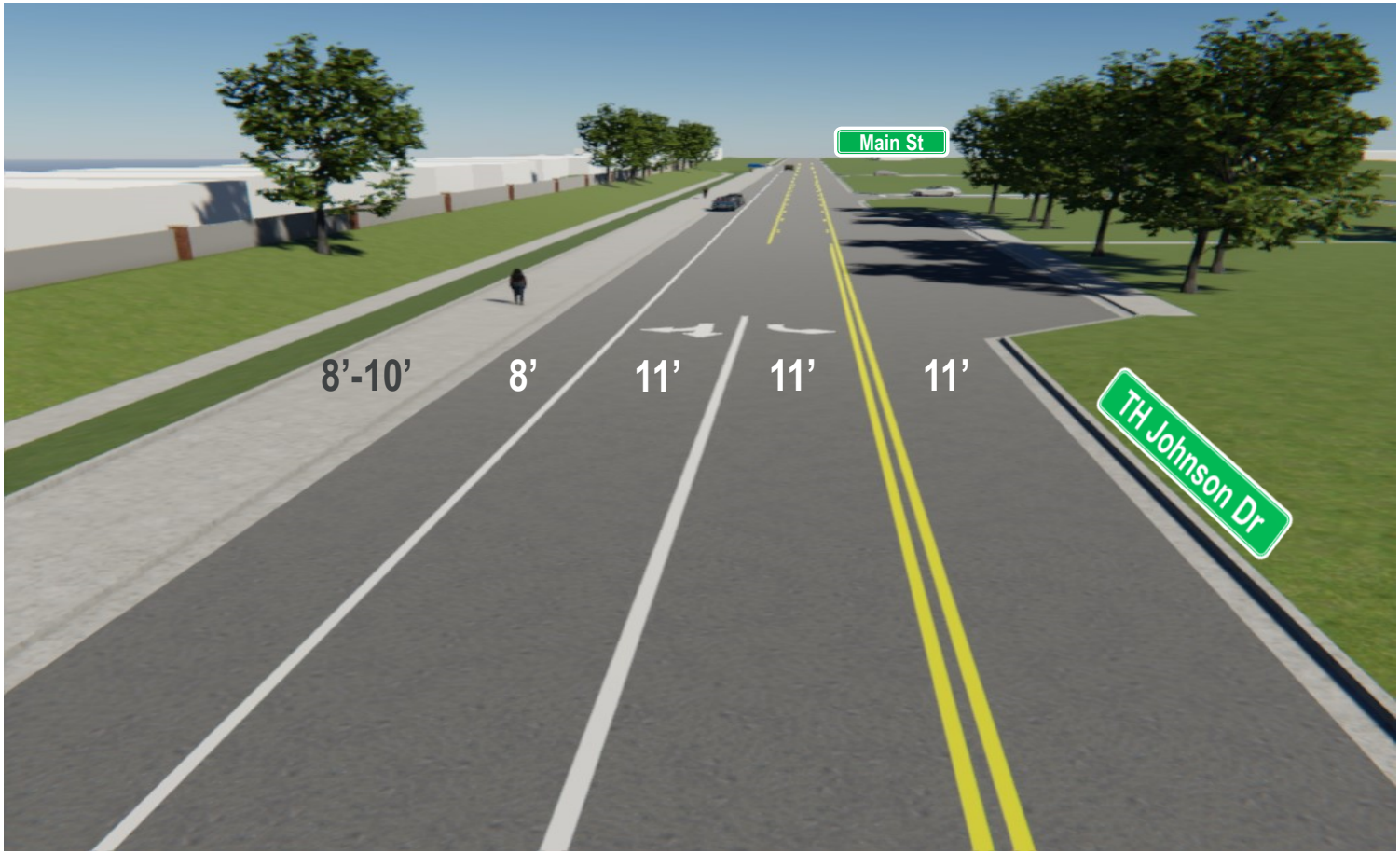
TH JOHNSON DR
OPTION 1-FUTURE SUP

Left-turn lanes (Bill Pickett Trail to Main Street)



TH JOHNSON DR
OPTION 1-FUTURE SUP

Left-turn lanes (Main Street to Bill Pickett Trail)



TH JOHNSON DR

OPTION 1-FUTURE SUP



TH JOHNSON DRIVE
OPTION 1

Parallel parking on both sides of TH Johnson Drive (North Drive to Bill Pickett Trail)
Future Option: SUP on north side of TH Johnson Drive

Pros

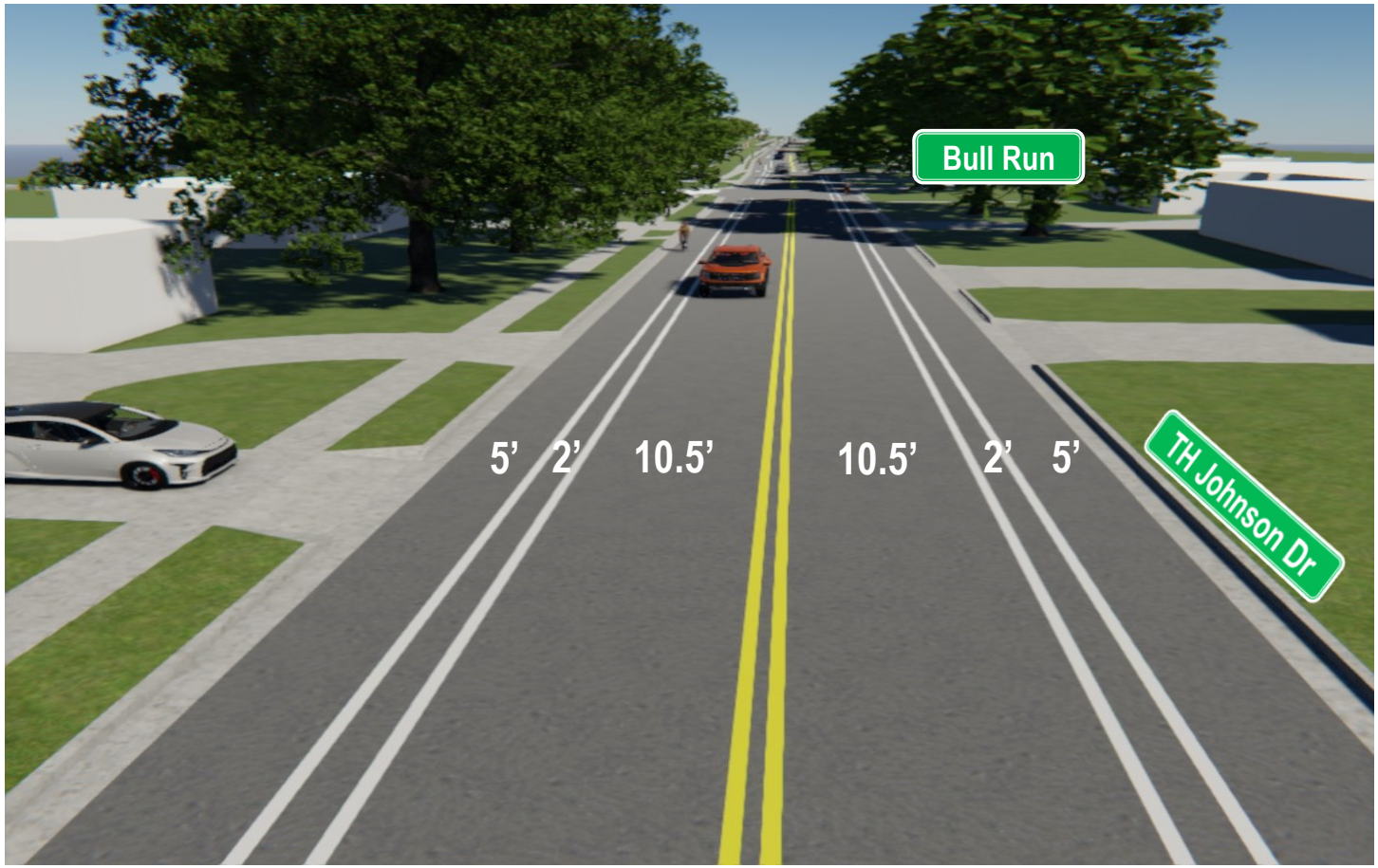
- Adds and maintains left-turn lanes east of Bill Pickett Trail to access TH Johnson Elementary School and businesses on TH Johnson Dr near Main St
- Adds marked parking for residents west of Bill Pickett Trail and calms traffic
- Improved safety for vehicles turning left from TH Johnson Drive

Cons

- Does not implement the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan under this project (until the off-street SUP can be added in the future)
- Additional future cost to install SUP
- SUP would require ROW from existing properties

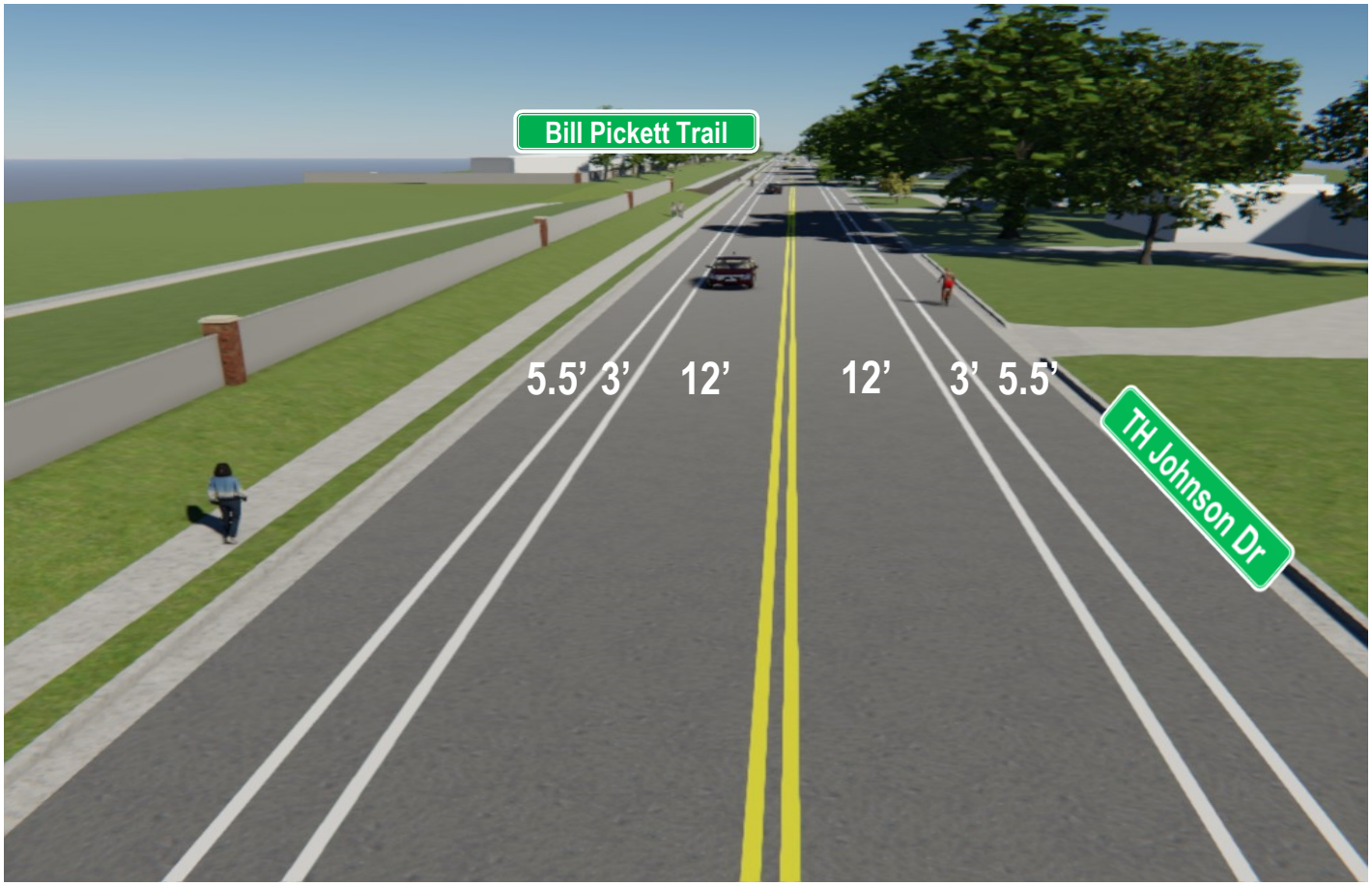
TH JOHNSON DRIVE
OPTION 2

Buffered bike lanes on both sides of TH Johnson Drive



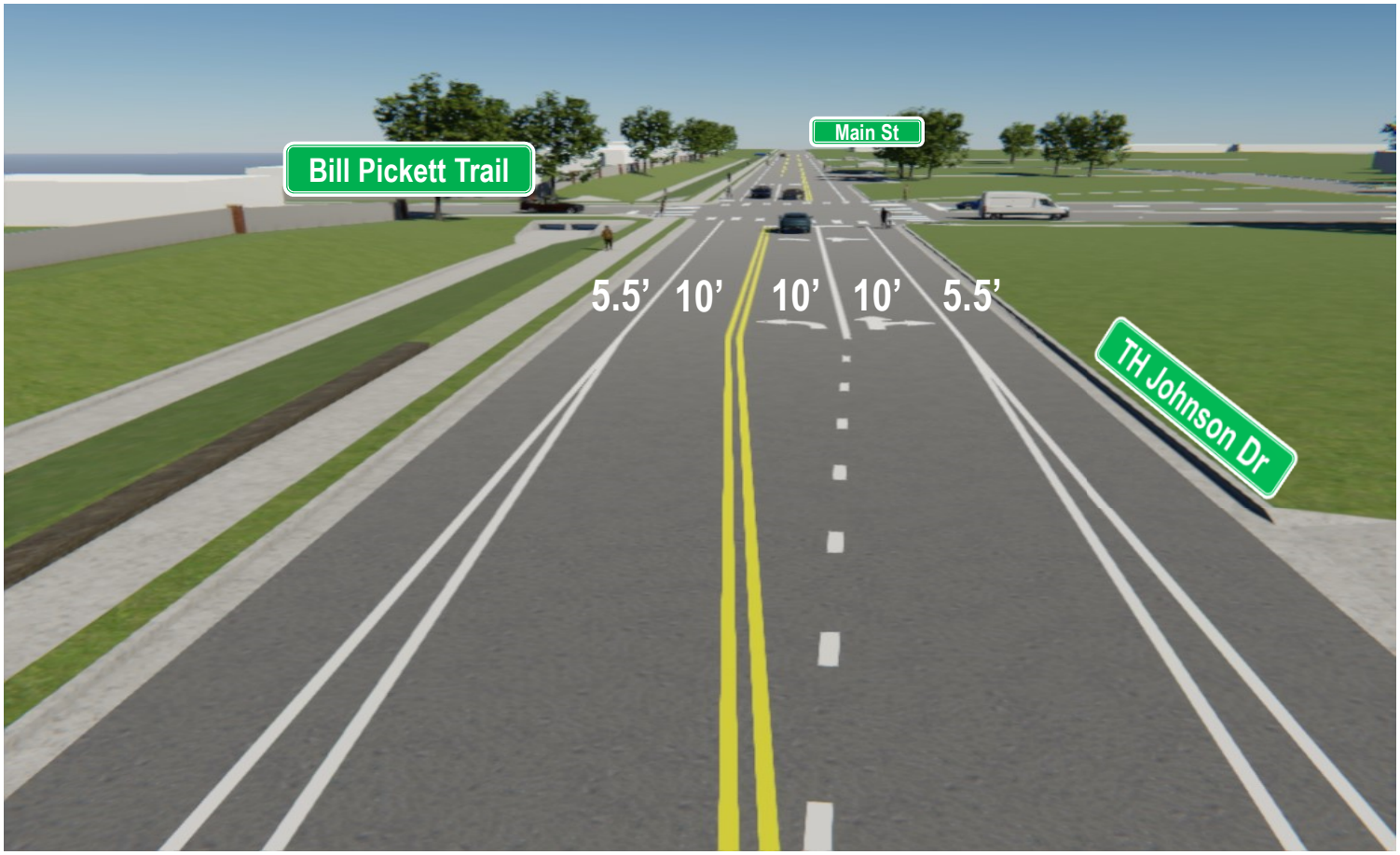
TH JOHNSON DRIVE
OPTION 2

Buffered bike lanes on both sides of TH Johnson Drive



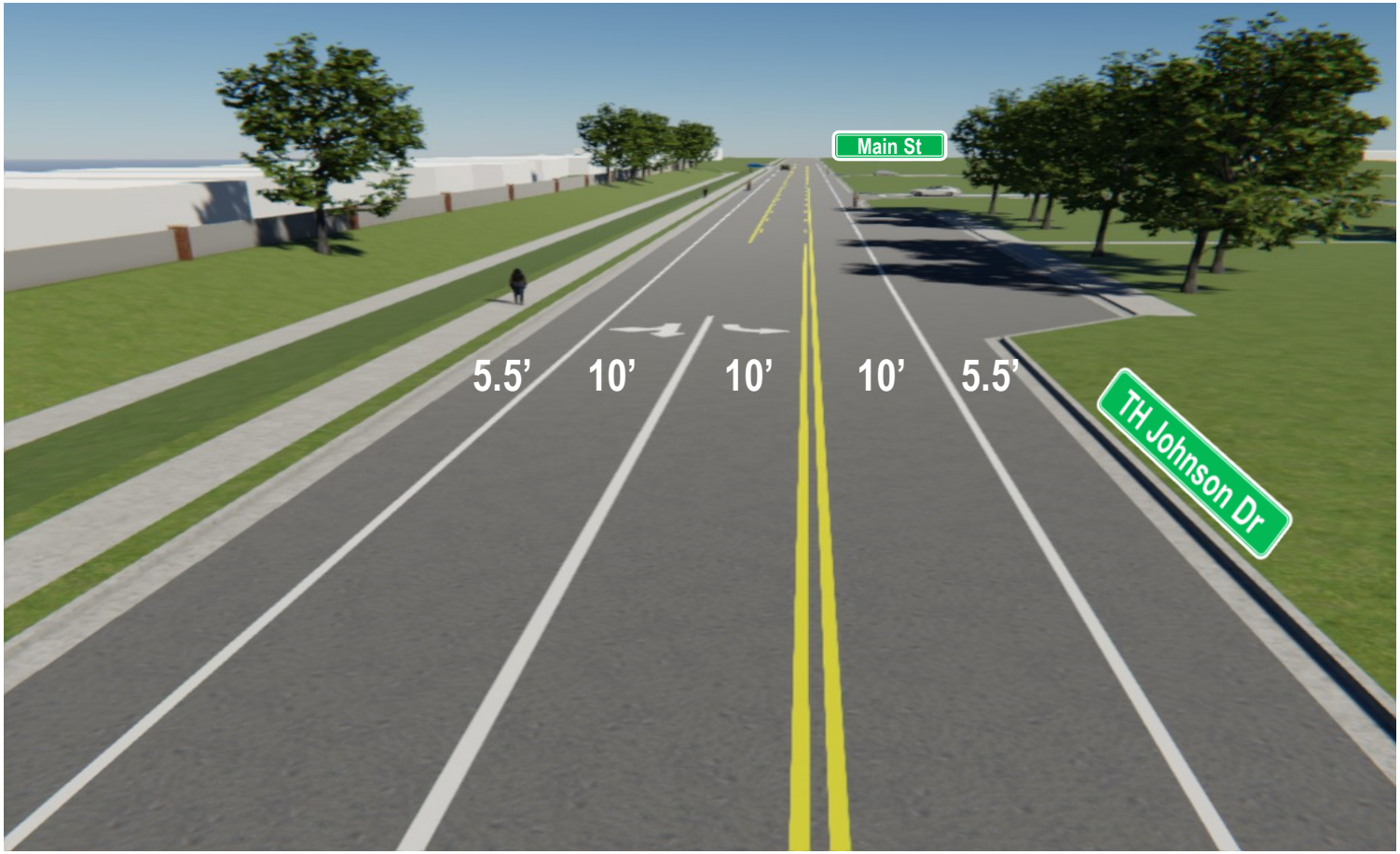
TH JOHNSON DRIVE
OPTION 2

Left-turn lanes (Bill Pickett Trail to Main Street)



TH JOHNSON DRIVE
OPTION 2

Left-turn lanes (Main Street to Bill Pickett Trail)



TH JOHNSON DRIVE
OPTION 2



TH JOHNSON DRIVE
OPTION 2

Buffered bike lanes on both sides

Pros

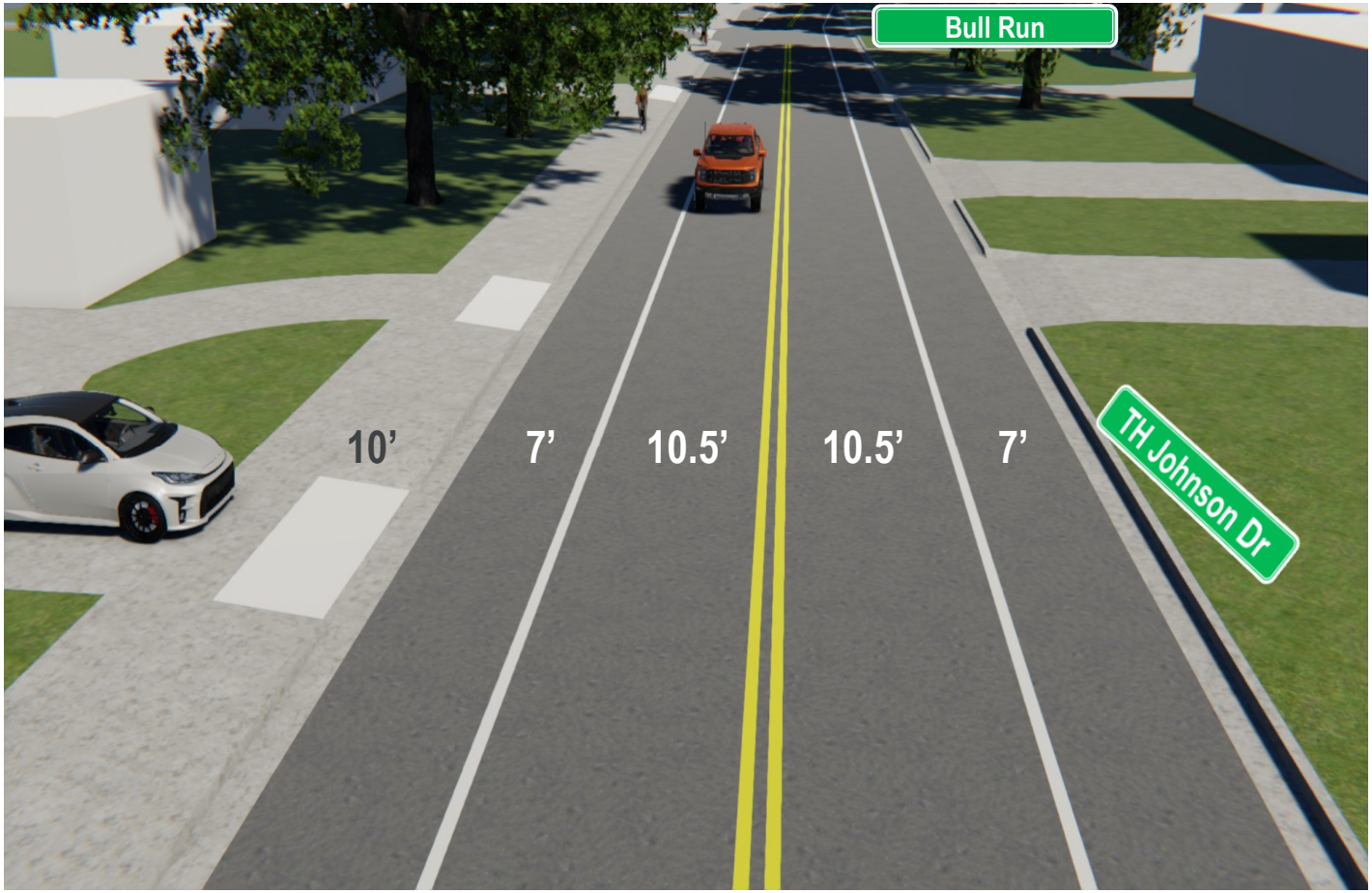
- Implements the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan
- Provides increased safety and comfort for cyclists
- Provides traffic calming along TH Johnson Drive

Cons

- No parking along TH Johnson Drive

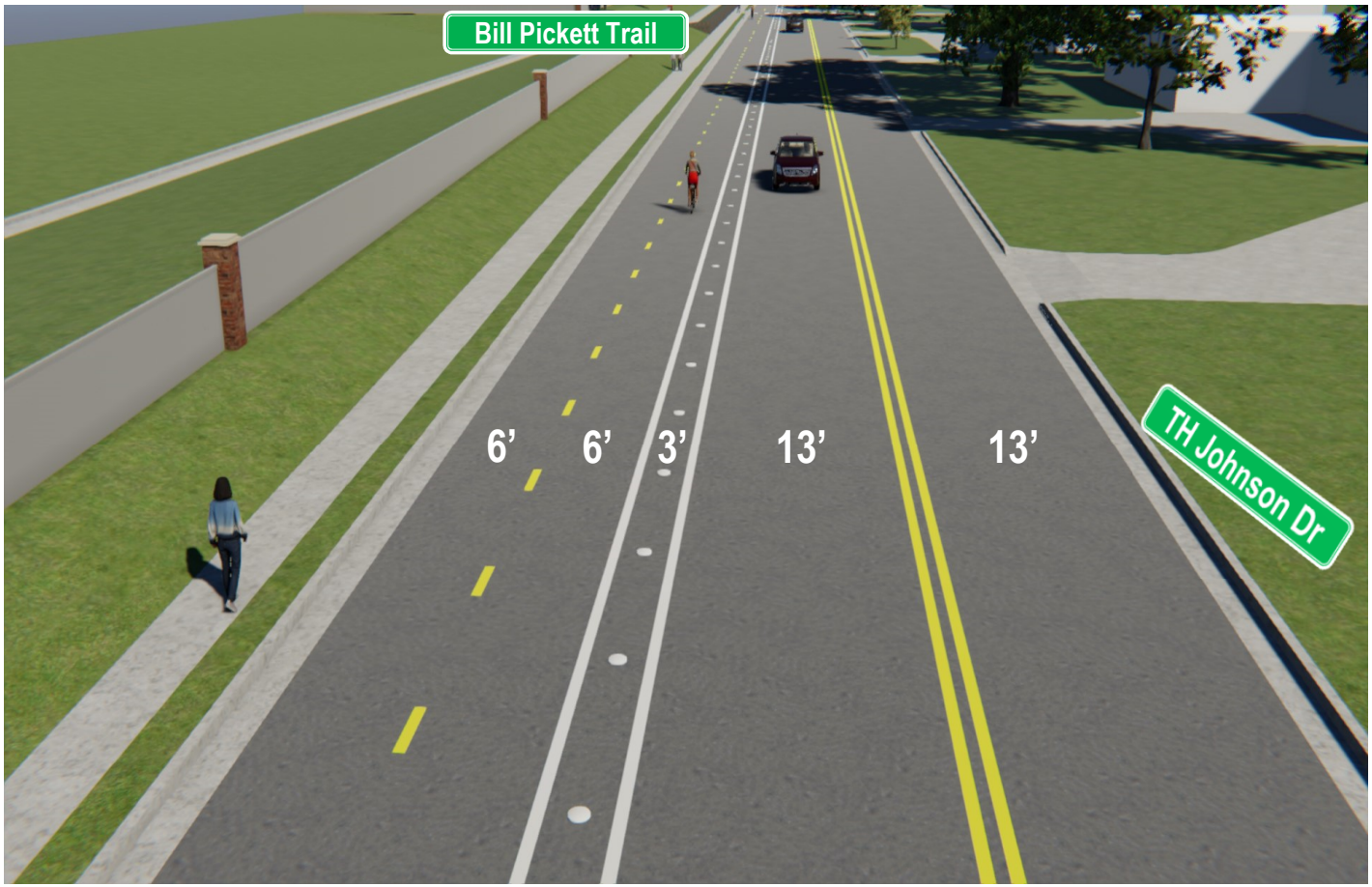
TH JOHNSON DRIVE
OPTION 3

Parking on both sides of TH Johnson Drive (North Drive to Bull Run), with option of future SUP



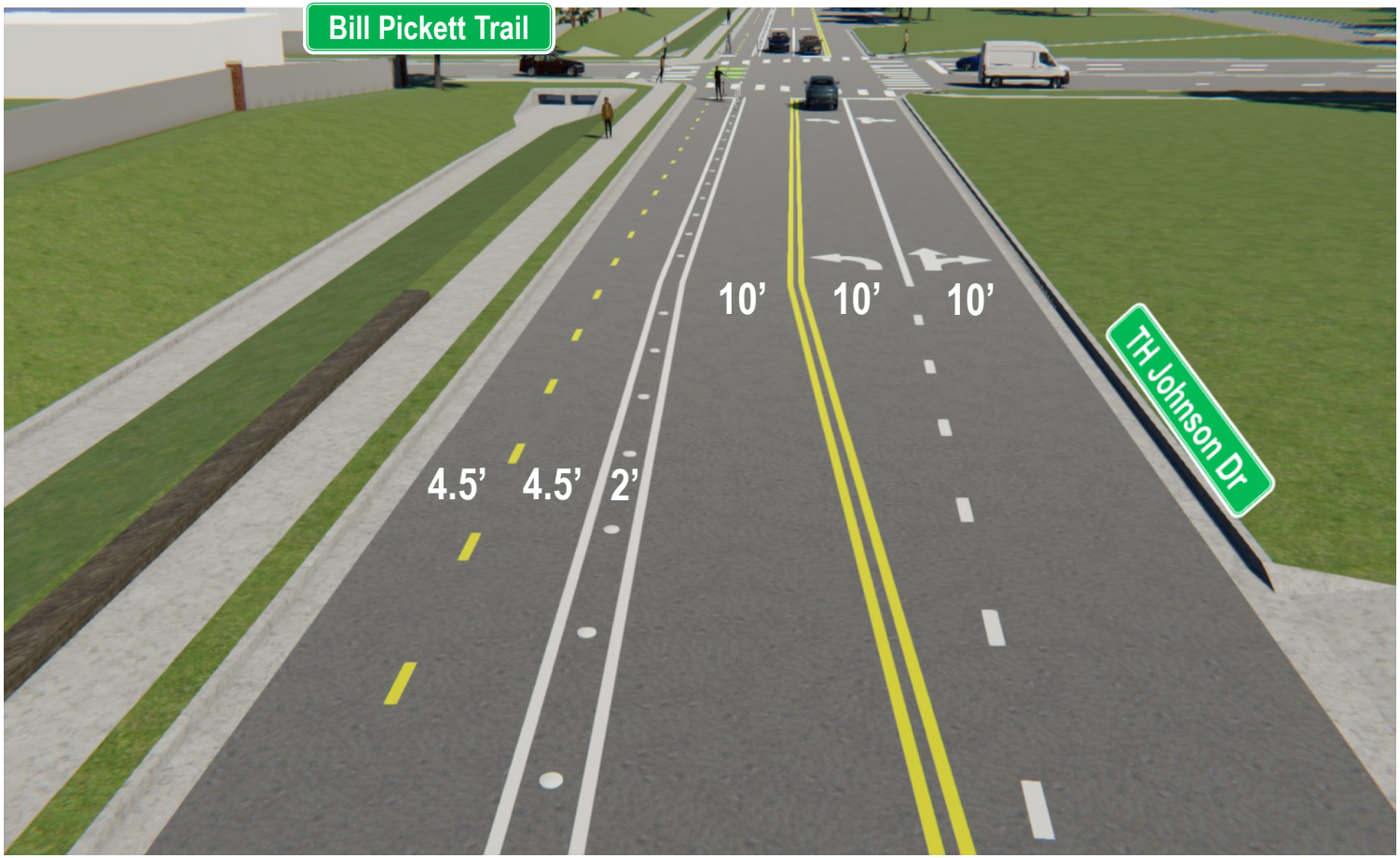
TH JOHNSON DRIVE
OPTION 3

Two-way cycle track on the north side of TH Johnson Drive (Bull Run to Main Street)



TH JOHNSON DRIVE
OPTION 3

Left-turn lanes (Bill Pickett Trail to Main Street)



TH JOHNSON DRIVE
OPTION 3

Left-turn lanes (Main Street to Bill Pickett Trail)



TH JOHNSON DRIVE
OPTION 3



TH JOHNSON DRIVE
OPTION 3

Two-way cycle track on the north side of TH Johnson Drive (Bull Run to Main Street)

Pros

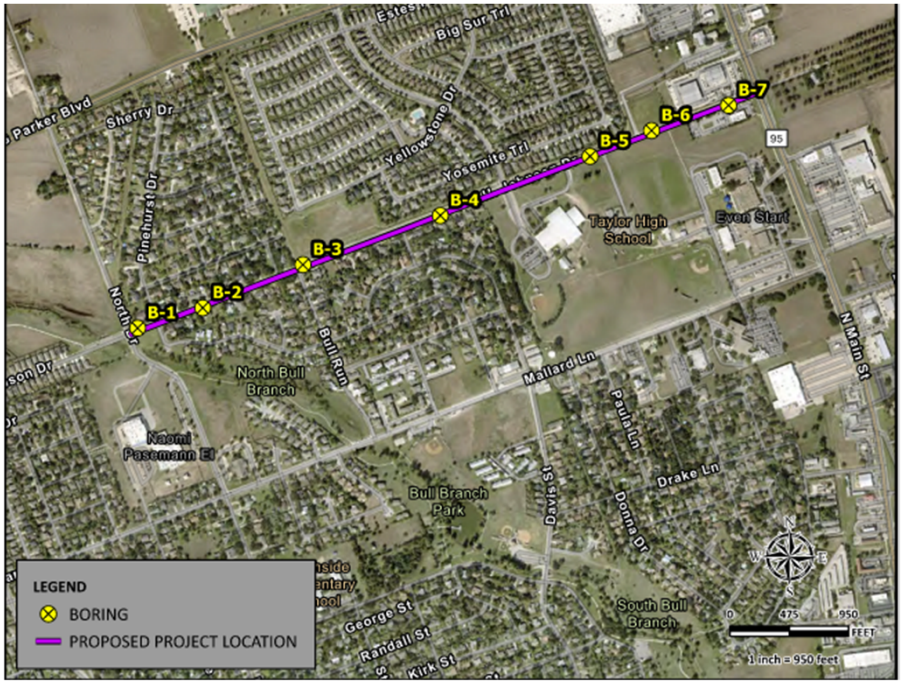
- Implements the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan
- Provides increased safety and comfort for cyclists
- Provides traffic calming along TH Johnson Drive
- Wider buffer + bicycle lanes than Option 2

Cons

- No parking along TH Johnson Drive
- Potential conflicts with right-turning drivers who may not look for bicycles coming from their right
- Challenge with driveway ingress/egress for larger vehicles (trucks/trailers/RVs)
  - Widen commercial driveways as mitigation
- SUP option would require ROW from existing properties and additional future cost

TH JOHNSON DRIVE
PAVEMENT RECOMMENDATIONS

GEOTECHNICAL EVALUATION



Average OCI Score: 57

Roadway	Associated Borings	Asphalt Thickness (in.)	Flexible Base Thickness (in.)	Lime Treated Subgrade Thickness (in.)	Total Section Thickness (in.)
TH Johnson Drive	B-1	3	5	-	8
	B-2	2-1/2	11	-	13-1/2
	B-3	2	9	-	11
	B-4	2	11	-	13
	B-5	3	6	-	9
	B-6	3	12	-	15
	B-7	3	3	-	6

Alligator Cracking



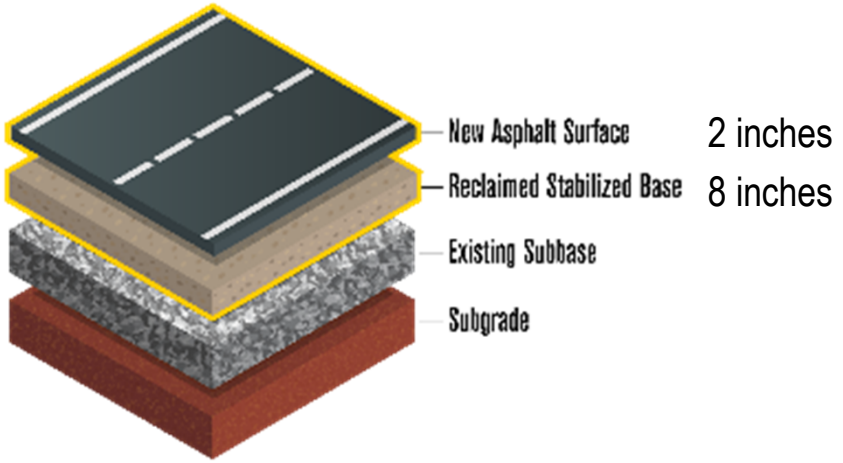
TH JOHNSON DRIVE
PAVEMENT RECOMMENDATIONS

RECLAMATION





- Recommended by geotechnical analysis
- Effective treatment method, provides good impact on ride quality. Used on Mallard Lane with 2022 Street Maintenance
- Mixes and stabilizes existing base and asphalt, new asphalt is paved on top. Saves money on not having to import new base and subbase materials.



LAKE DRIVE

Basic Option

- Stripe centerline on Lake Drive from Carlos G Parker Boulevard to Main Street
- Maintain existing intersection configuration at Howard Street and Davis Street

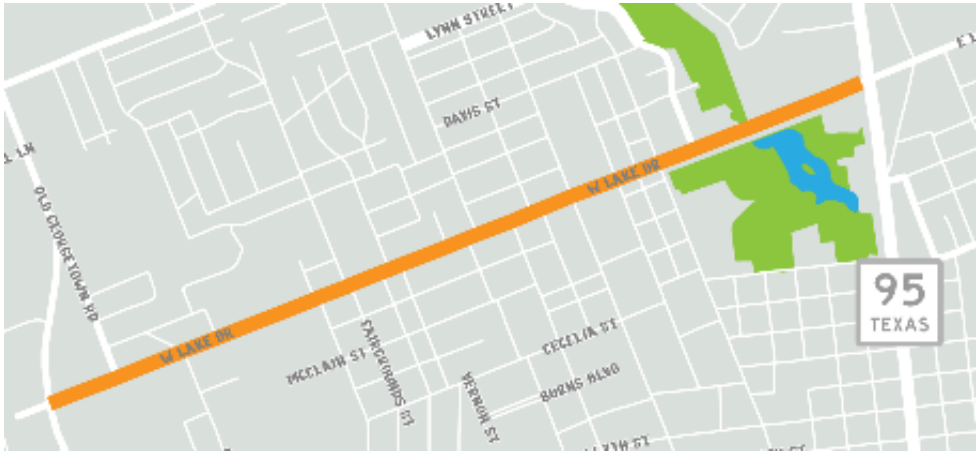
Option 1

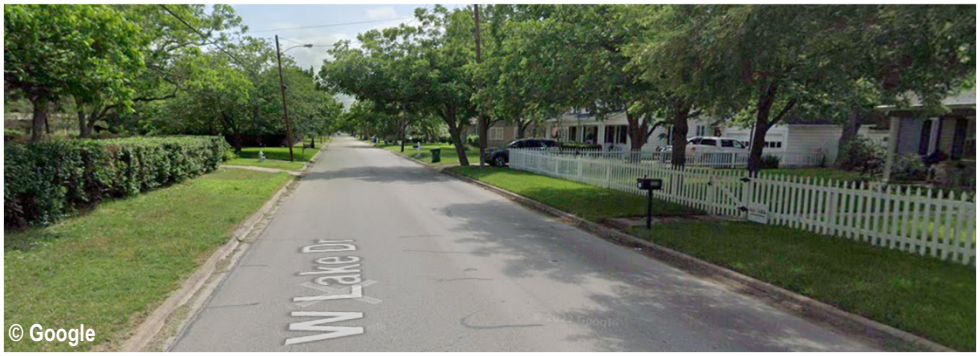
- Provide bike lanes on both sides of Lake Drive
- Option for Future Project: Provide sidewalk on alternating sides of Lake Drive

Option 2

- Option for Future Project: Provide an off-street SUP on the south side of Lake Drive

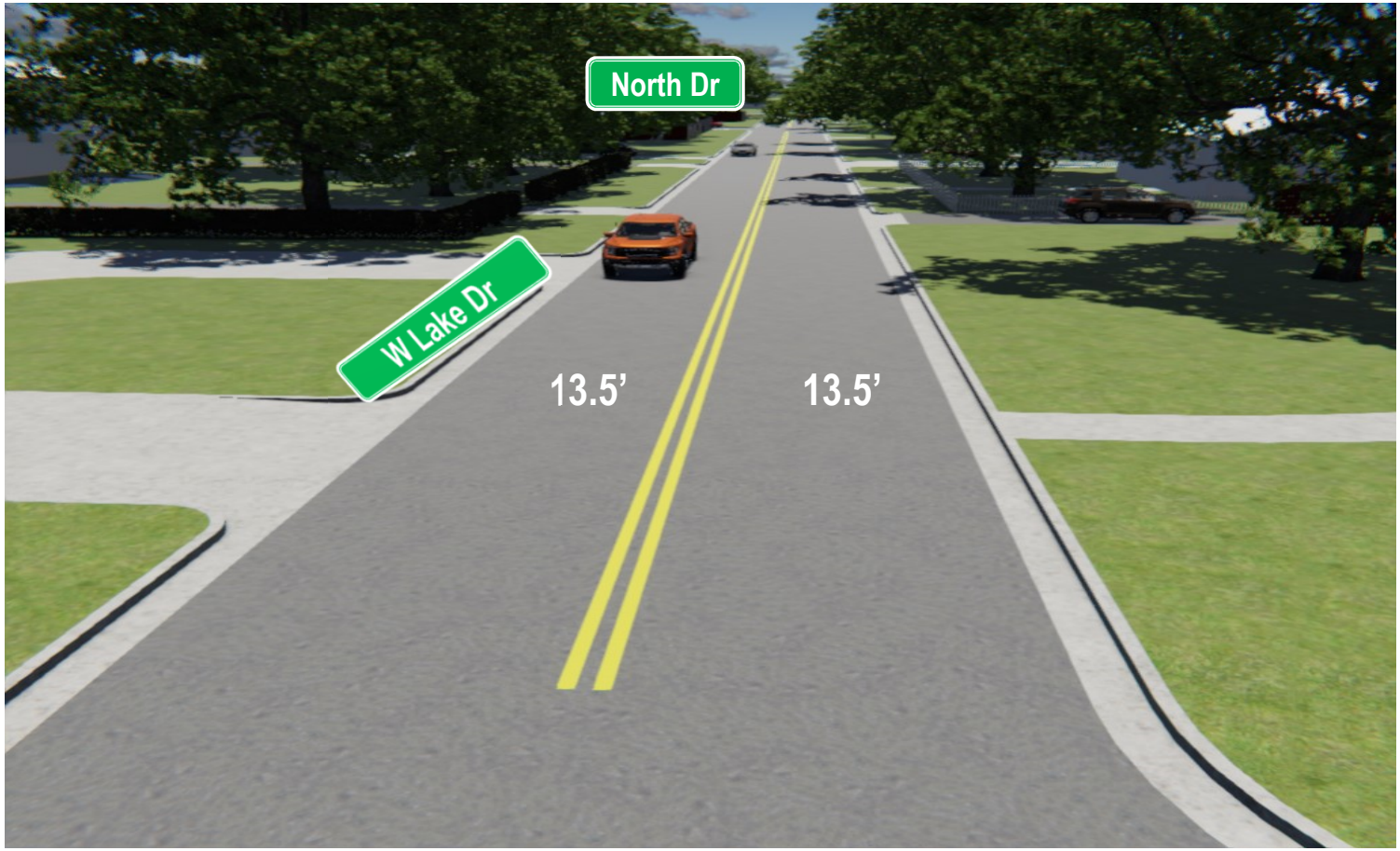
Revised Striping from Carlos G. Parker Boulevard to Main Street





LAKE DRIVE
BASIC OPTION

Stripe Centerline from Carlos G. Parker Boulevard to Main Street



LAKE DRIVE
BASIC OPTION

Stripe Centerline from Carlos G. Parker Boulevard to Main Street



LAKE DRIVE
BASIC OPTION

Stripe Centerline from Carlos G Parker Boulevard to Main Street

Pros

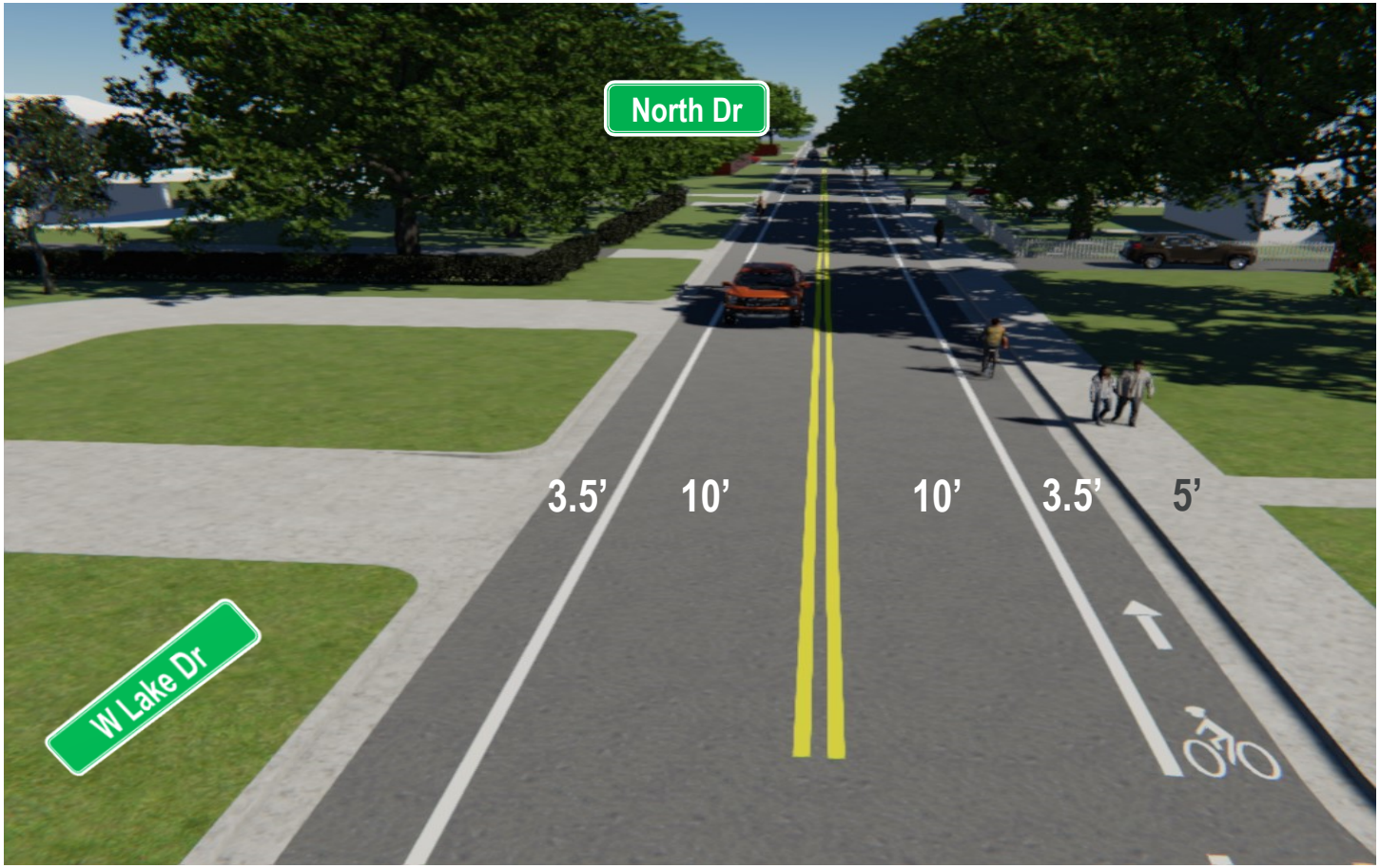
- Familiar roadway configuration maintains existing cross-section along Lake Drive

Cons

- Does not provide additional traffic calming
- Does not implement the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan under this project

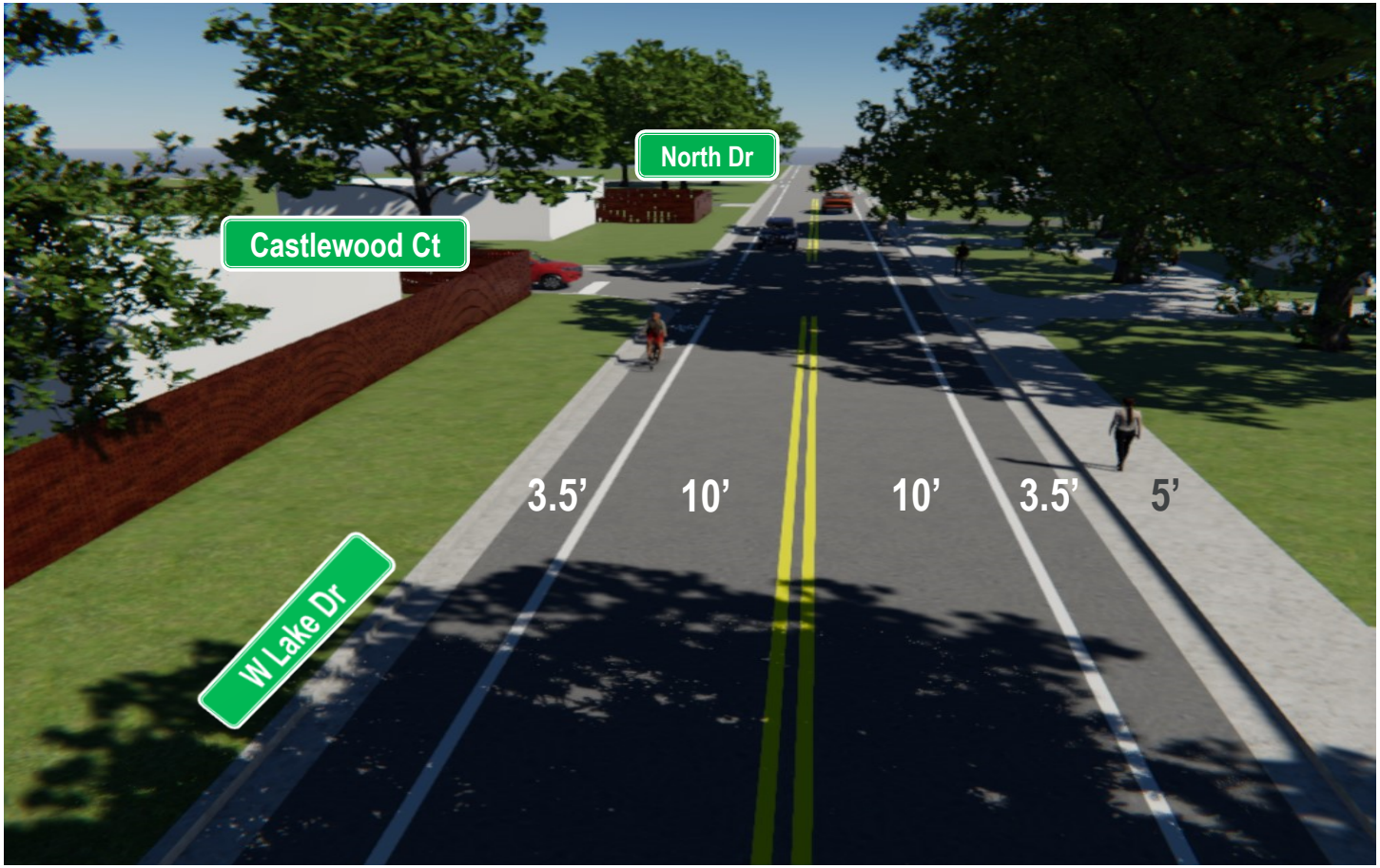
LAKE DRIVE
OPTION 1

Bike lanes on both sides of Lake Drive, Future sidewalk on alternating sides of Lake Drive



LAKE DRIVE
OPTION 1

Bike lanes on both sides of Lake Drive, Future sidewalk on alternating sides of Lake Drive



LAKE DRIVE
OPTION 1



LAKE DRIVE
OPTION 1

Bike lanes on both sides of Lake Drive, Future sidewalk on alternating sides of Lake Drive

Pros

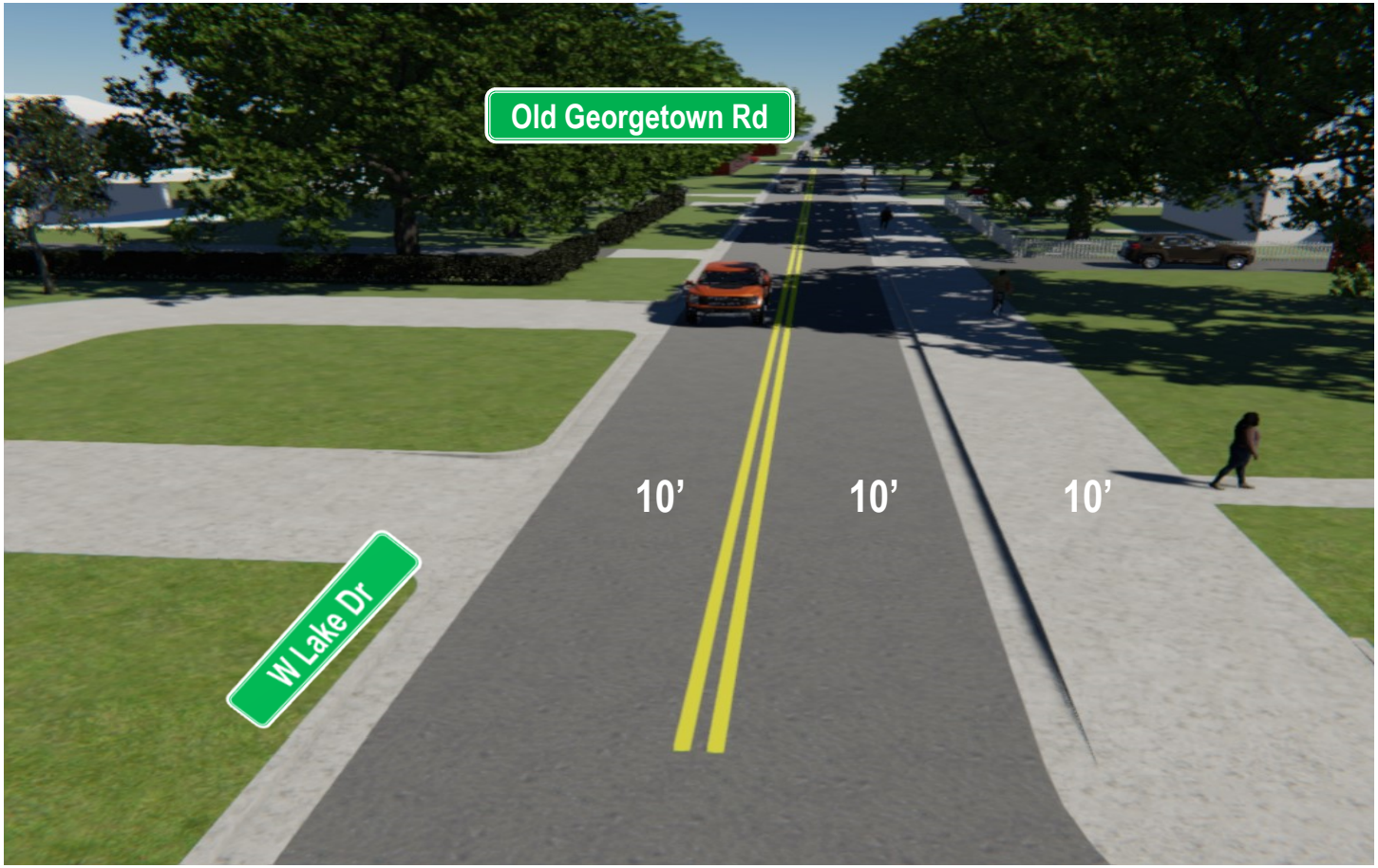
- Implements the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan
- Provides increased safety and comfort for cyclists
- Provides separate dedicated facilities for cyclists (bike lanes) and pedestrians (future sidewalk)
- Provides traffic calming along Lake Drive
- Connectivity to parks and recreational destinations

Cons

- No parking along Lake Drive
- Additional future cost to install sidewalk
- Potential future easements and landscaping removal required for sidewalks

LAKE DRIVE
OPTION 2

SUP on the south side of Lake Drive



LAKE DRIVE
OPTION 2



LAKE DRIVE
OPTION 2

SUP on the south side of Lake Drive

Pros

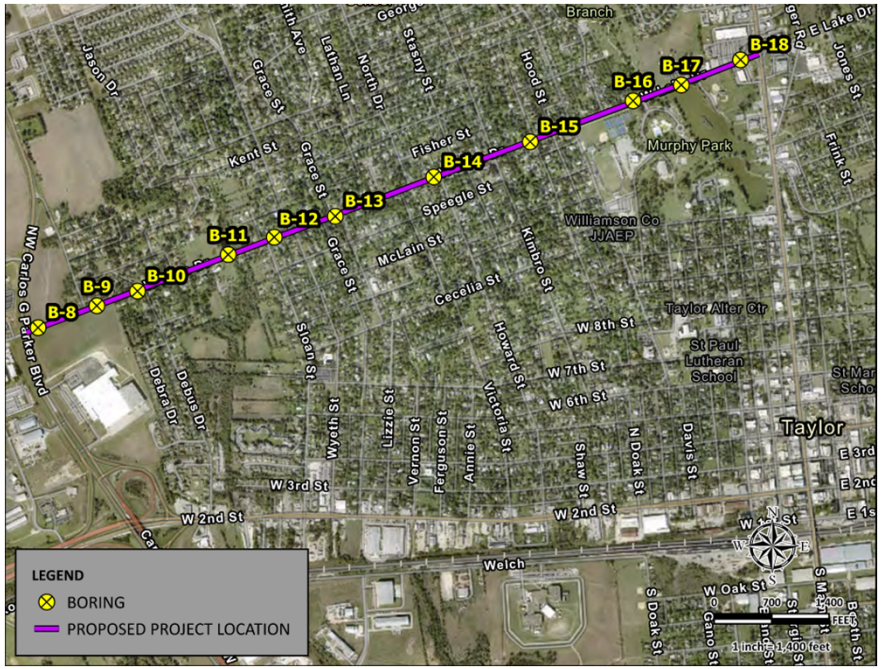
- Provides shared path for cyclists and pedestrians along Lake Drive
- Connectivity to parks and recreational destinations
- Narrow roadway width provides traffic calming along Lake Drive

Cons

- No parking along Lake Drive
- Additional future cost to install SUP
- Does not implement the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan under this project (until the off-street SUP can be added in the future)
- SUP may require ROW from existing properties and pulling existing curb into the roadway

LAKE DRIVE
PAVEMENT RECOMMENDATIONS

GEOTECHNICAL EVALUATION



Roadway	Associated Borings	Asphalt Thickness (in.)	Flexible Base Thickness (in.)	Lime Treated Subgrade Thickness (in.)	Total Section Thickness (in.)
West Lake Drive	B-8	2-1/2	17-1/2	8	28
	B-9	2-1/2	4	-	6-1/2
	B-10	3-1/2	8	-	11-1/2
	B-11	4	8	-	12
	B-12	3	7	-	10
	B-13	4	5-1/2	-	9-1/2
	B-14	4-1/2	6	-	10-1/2
	B-15	4	6	-	10
	B-16	4	3	-	7
	B-17	5	1	-	6
	B-18	4	9-1/2	-	13-1/2

Average OCI Score: 71

LAKE DRIVE
PAVEMENT RECOMMENDATIONS

PAVEMENT MAINTENANCE STRATEGY

- Geotechnical boring showed thin existing base layer
- Thin base combined with higher traffic volumes on Lake Drive present challenges for pavement reclamation
- Working to refine pavement recommendations with the geotechnical engineer
- Likely to be a mixture of spot reconstruction and seal coat/microsurfacing



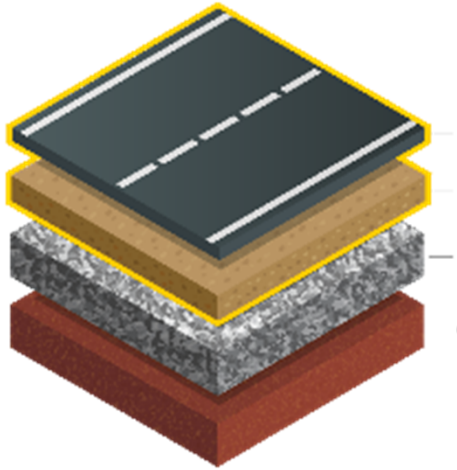
LAKE DRIVE
PAVEMENT RECOMMENDATIONS

RECONSTRUCTION





- Most effective treatment method, provides the most impact on ride quality.
- Removes and replaces entire street section.
- Most expensive option, likely to be used for spot treatment along Lake Drive



4-5 inches

8-10 inches

12 inches lime treatment

LAKE DRIVE
PAVEMENT RECOMMENDATIONS

SEAL COAT



- Used on 2nd and 4th Streets
- Application of asphalt followed by a layer of crushed rock
- Needs treatment 7-10 years
- Less Smooth Ride
- Less Expensive

MICROSURFACING



- Applies mixture of water, asphalt, chemical additives, and small crushed rock
- Needs treatment 5-7 years
- Smoother Ride
- More Expensive

COMMUNICATION STRATEGIES

- **Primary Goal:** Align striping plan with community interests and needs.
- **Secondary Goal:** Decision Receipt – Details the reason behind council decision (based on community input, not personal reasons)

- <u>Communications Department Preferred Strategies:</u>
  - School District Input (Traffic on TH Johnson from three schools)
    - Superintendent
    - Transportation Director
    - Crossing Guards (They see pedestrian and bicycle traffic daily)
  - Summerfield HOA
  - Hunter's Run Residents
  - The Grove at Bull Creek HOA
  - FlashVote Transportation Survey (Statistically significant representation of community-wide opinion

COMMUNICATION STRATEGIES

- Other Strategies:
  - Public Poll (Display two or three options for striping and let the public vote for two weeks – Biased)
  - Door Knocking (Especially for TH Johnson and Lake Drive)
  - Meetings with Taylor Citizens Coalition and Taylor Neighbors Coalition
  - Public Meetings

DISCUSSION

MALLARD LANE

Multimodal Reconfiguration

Option 1

From West of Woodlawn Street to East of North Drive:

- Remove current two-way cycle track on the north side of Mallard Lane
- Provide parallel parking on both sides of Mallard Lane
- Provide an off-street Shared-Use Path on the north side of Mallard Lane

All other locations on Mallard Lane:

- Maintain two-way cycle track on north side of Mallard Lane

Option 2

- Remove existing two-way cycle track along entire roadway
- Stripe centerline from Carlos G Parker Boulevard to Main Street

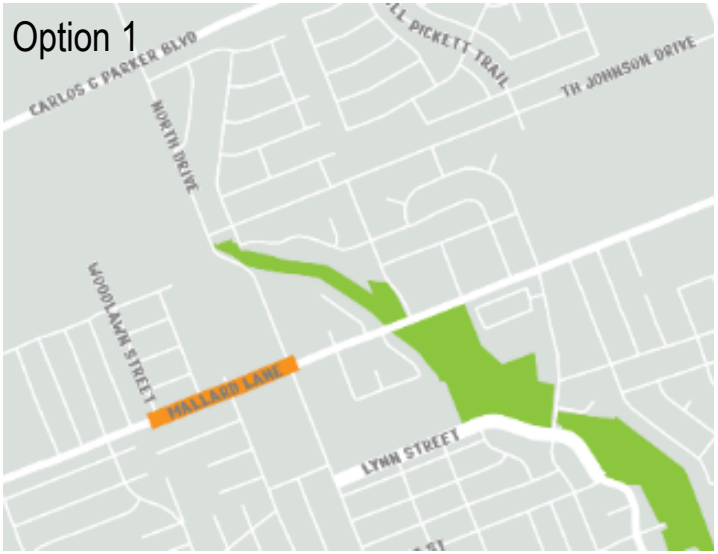
Option 3

From Carlos G Parker Boulevard to North Drive:

- Remove current two-way cycle track on the north side of Mallard Lane
- Provide parallel parking on both sides of Mallard Lane

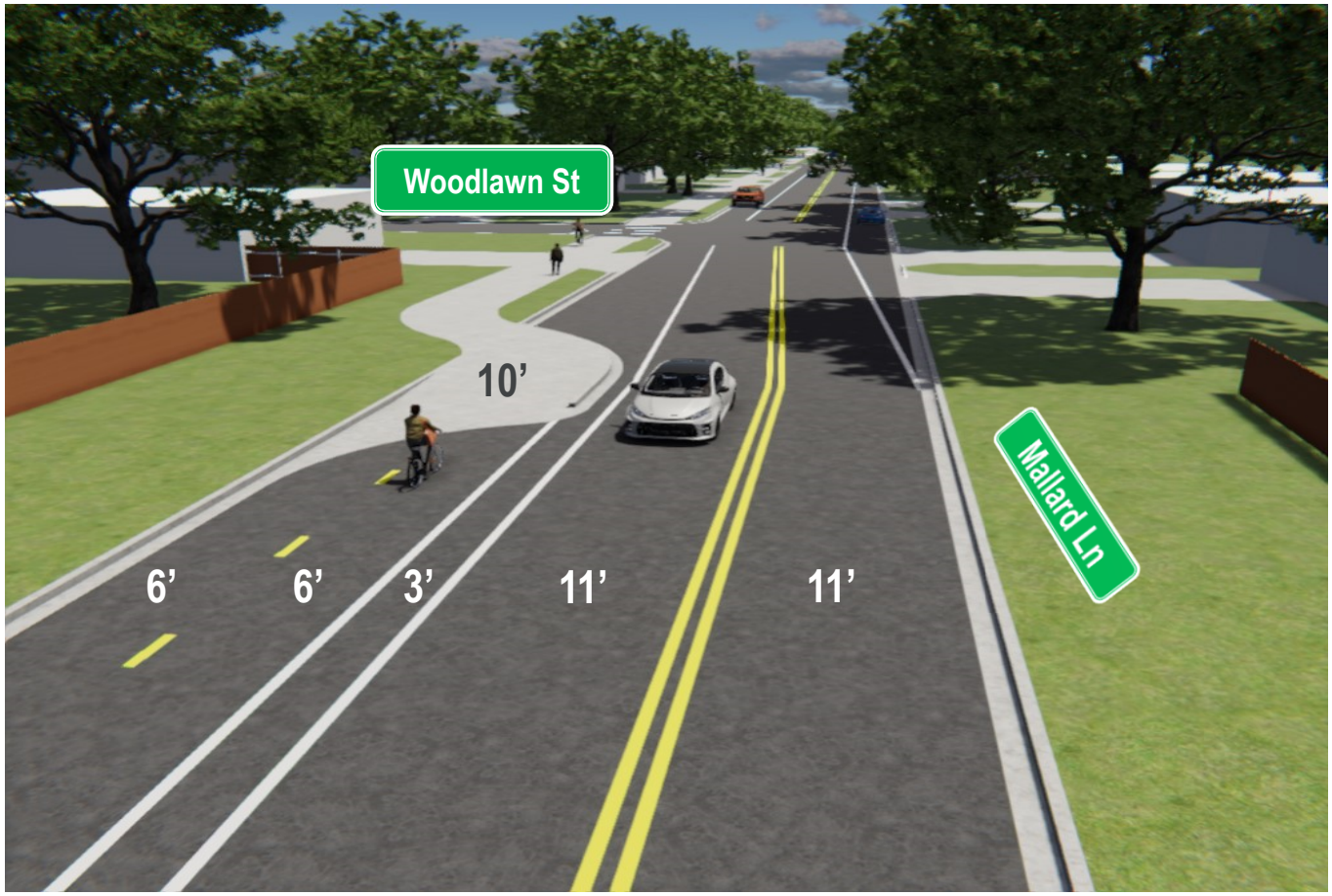
From North Drive to Main Street:

- Maintain two-way cycle track on north side of Mallard Lane



MALLARD LANE
OPTION 1

Parallel parking on both sides
SUP on the north side of Mallard Lane
(West of Woodlawn Street to East of North Drive)



MALLARD LANE
OPTION 1

Parallel parking on both sides
SUP on the north side of Mallard Lane
(West of Woodlawn Street to East of North Drive)



MALLARD LANE
OPTION 1

Parallel parking on both sides
SUP on the north side of Mallard Lane
(West of Woodlawn Street to East of North Drive)



MALLARD LANE
OPTION 1



MALLARD LANE
Shared-Use Path (SUP)





MALLARD LANE
OPTION 1

Conceptual Layout



MALLARD LANE
OPTION 1

Parallel parking on both sides
Future SUP on the north side of Mallard Lane
(West of Woodlawn Street to East of North Drive)

Pros

- Provides space for garbage bins, delivery vehicles and mail carriers
- Adds parking for residents adjacent to homes and continues to calm traffic
- Off-street shared-use path maintains existing bicycle connectivity

Cons

- Potential future easements and landscaping removal required for SUP
- Additional future cost to install SUP (approximately $300,000)
- Added cost to resurface roadway and replace striping (approximately $40,000)

MALLARD LANE
OPTION 2

Remove existing two-way cycle track

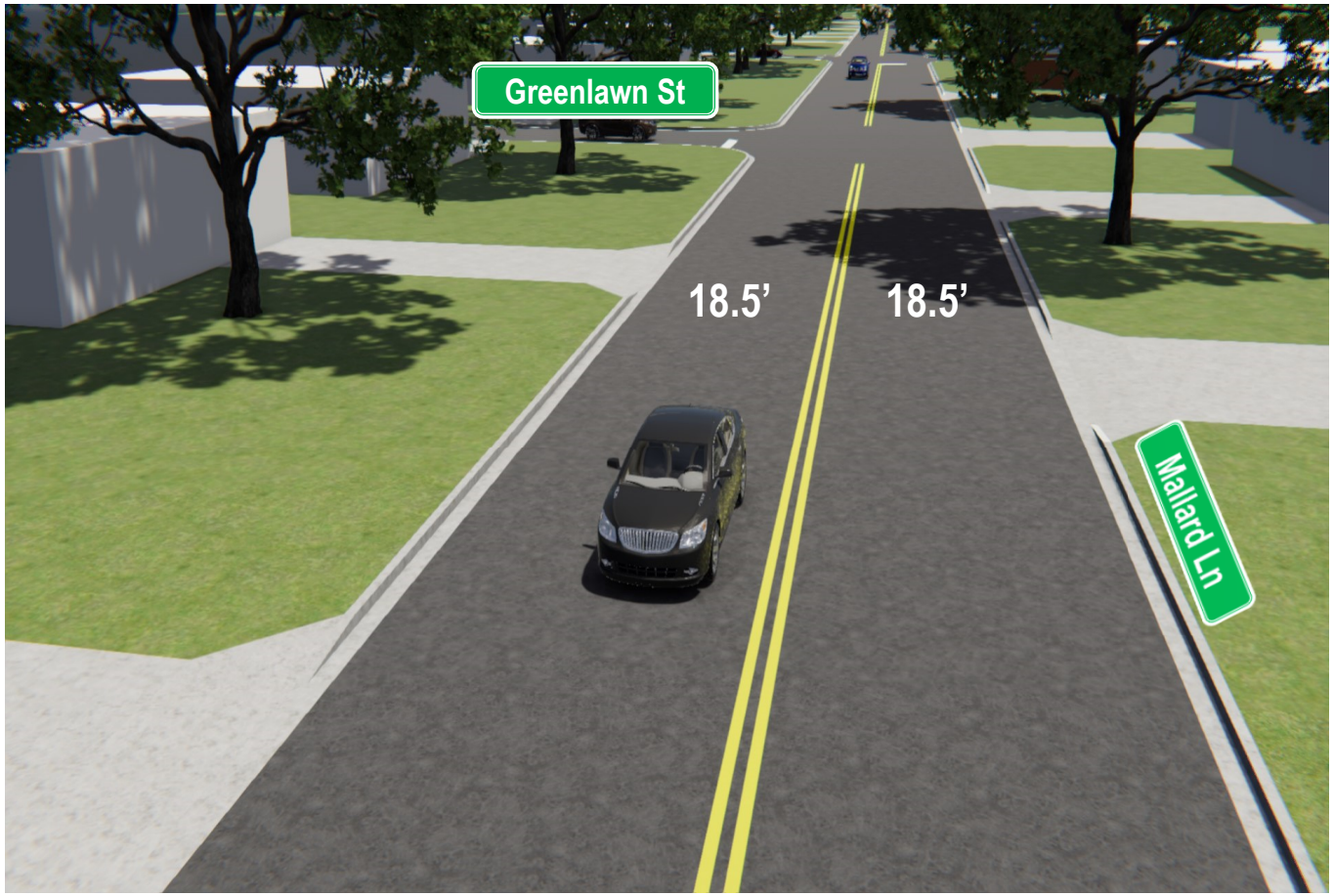
Stripe centerline from Carlos G Parker Boulevard to Main Street



MALLARD LANE
OPTION 2

Remove existing two-way cycle track

Stripe centerline from Carlos G Parker Boulevard to Main Street



MALLARD LANE
OPTION 2

Remove existing two-way cycle track

Stripe centerline from Carlos G Parker Boulevard to Main Street



MALLARD LANE
OPTION 2

Remove existing two-way cycle track

Stripe centerline from Carlos G Parker Boulevard to Main Street

Pros

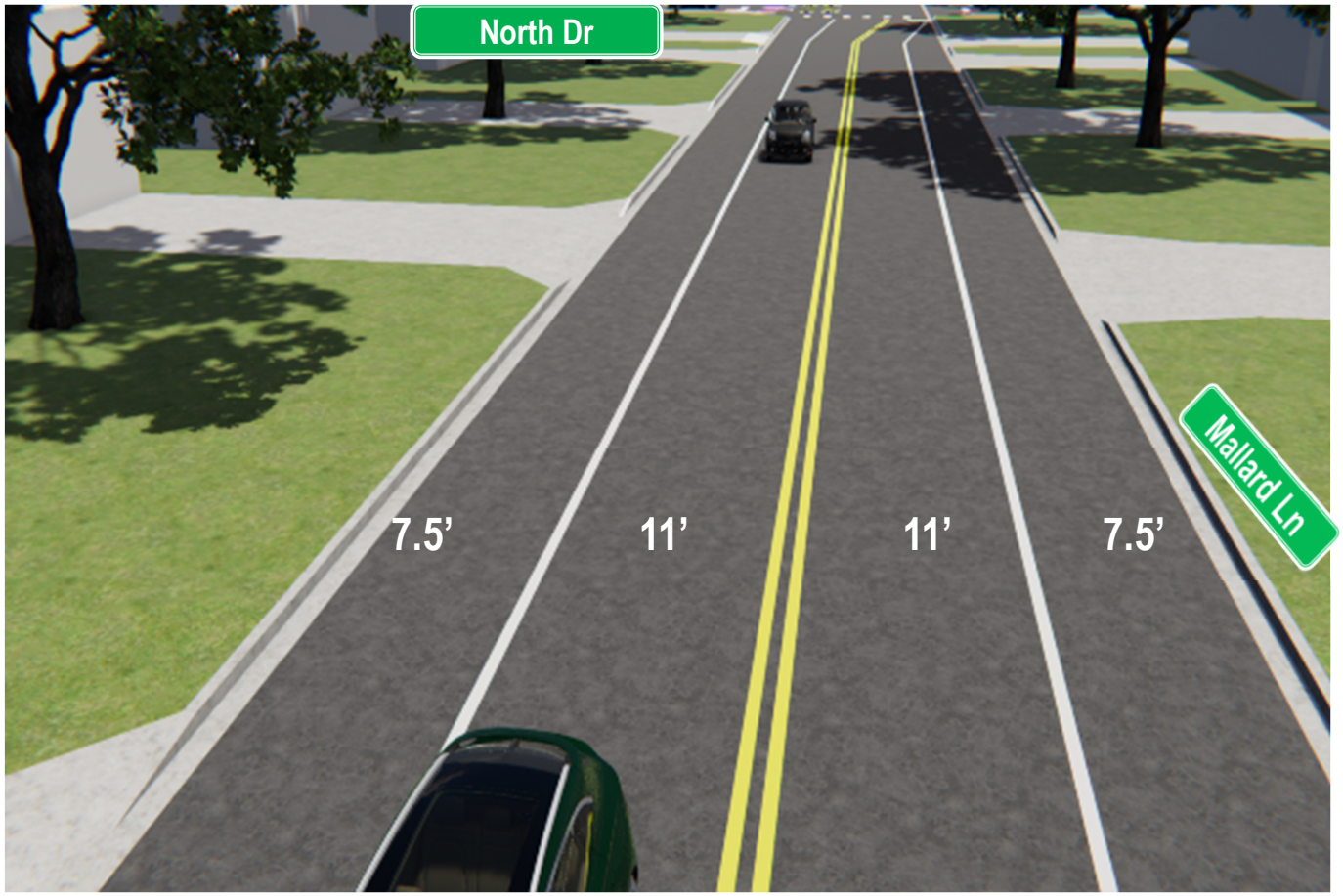
- Restores space for residential street parking, garbage bins, delivery vehicles, and mail carriers
- Improves residential driveway access on the north side of Mallard Lane

Cons

- Added cost to remove two-way cycle track, resurface Mallard Lane, and replace striping (approximately $200,000)
- Does not provide additional traffic calming
- Does not currently implement the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan (off-street Shared Use Path can be added in future)
- Potential future easements and landscaping removal required for SUP
- Additional future cost to install SUP (approximately $1,750,000)

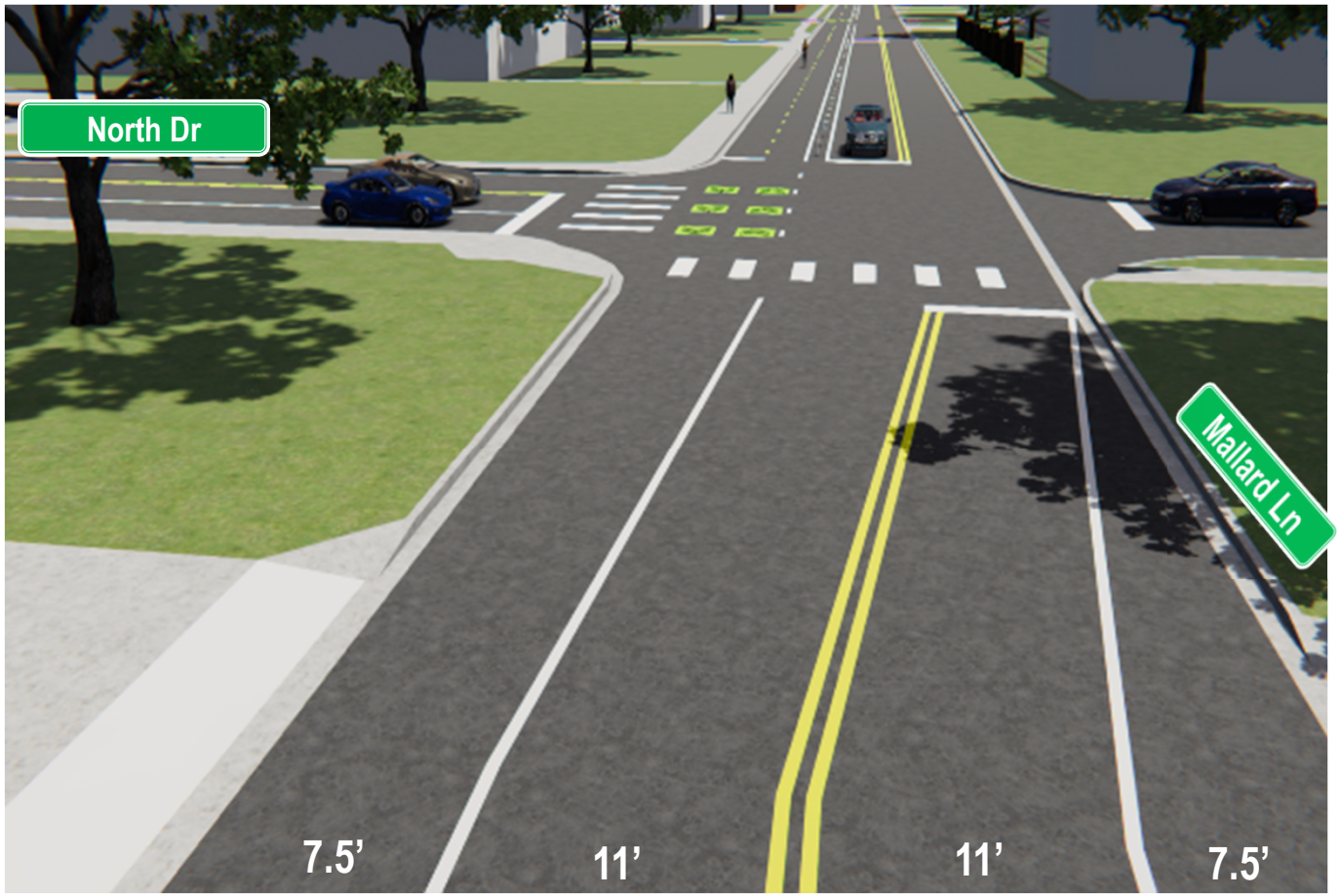
MALLARD LANE
OPTION 3

Remove existing two-way cycle track and provide parallel parking from Carlos G Parker Boulevard to North Drive



MALLARD LANE
OPTION 3

Remove existing two-way cycle track and provide parallel parking from Carlos G Parker Boulevard to North Drive



MALLARD LANE
OPTION 3

Remove existing two-way cycle track and provide parallel parking from Carlos G Parker Boulevard to North Drive

Pros

- Restores space for residential street parking, garbage bins, delivery vehicles, and mail carriers
- Improves residential driveway access on the north side of Mallard Lane
- Cycle track maintains existing bicycle connectivity from North Drive to Main Street

Cons

- Added cost to remove two-way cycle track, resurface Mallard Lane, and replace striping (approximately $100,000)
- Does not currently implement the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan (off-street Shared Use Path can be added in future at additional cost)
- Potential future easements and landscaping removal required for SUP (approximately
- Additional future cost to install SUP and cycle track (approximately $400,000)

DISCUSSION

CONCEPTUAL LAYOUTS

BILL PICKETT TRAIL-BASIC OPTION



CONCEPTUAL LAYOUTS

BILL PICKETT TRAIL-OPTION 1



CONCEPTUAL LAYOUTS

TH JOHNSON DR-BASIC OPTION



CONCEPTUAL LAYOUTS

TH JOHNSON DR-BASIC OPTION



CONCEPTUAL LAYOUTS

TH JOHNSON DR-OPTION 1



CONCEPTUAL LAYOUTS

TH JOHNSON DR-OPTION 1



CONCEPTUAL LAYOUTS

TH JOHNSON DR-OPTION 2



CONCEPTUAL LAYOUTS

TH JOHNSON DR-OPTION 2



CONCEPTUAL LAYOUTS

TH JOHNSON DR-OPTION 3



CONCEPTUAL LAYOUTS

TH JOHNSON DR-OPTION 3



CONCEPTUAL LAYOUTS

W LAKE DR-BASIC OPTION



CONCEPTUAL LAYOUTS

W LAKE DR-BASIC OPTION



CONCEPTUAL LAYOUTS

W LAKE DR-BASIC OPTION



CONCEPTUAL LAYOUTS

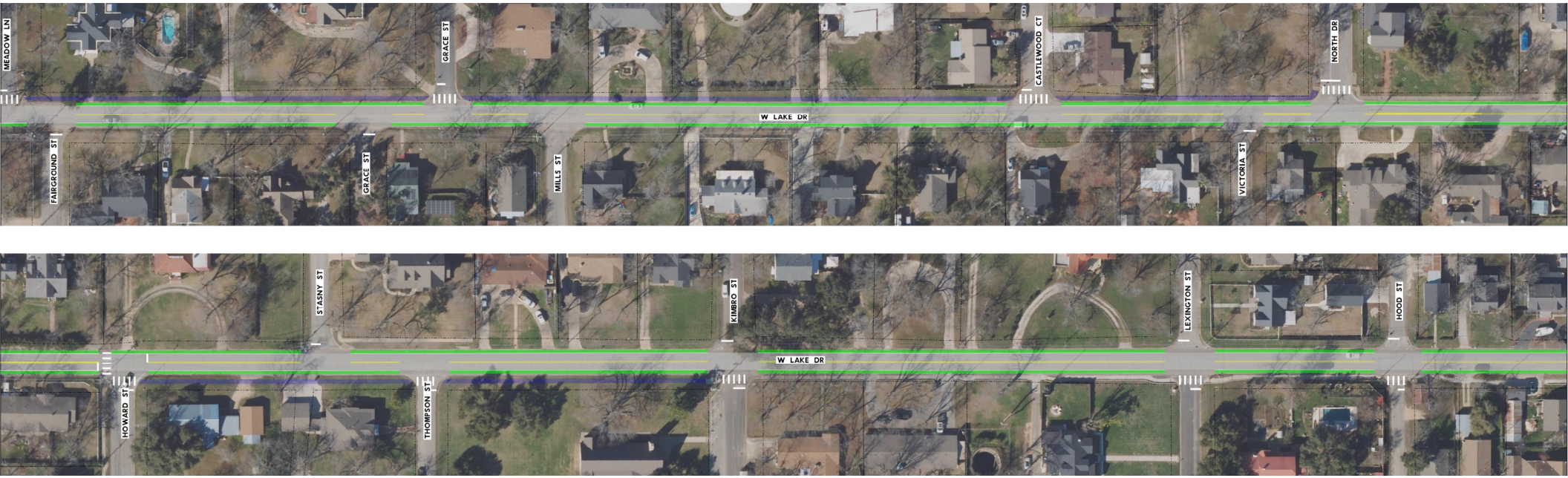
W LAKE DR-OPTION 1





CONCEPTUAL LAYOUTS

W LAKE DR-OPTION 1



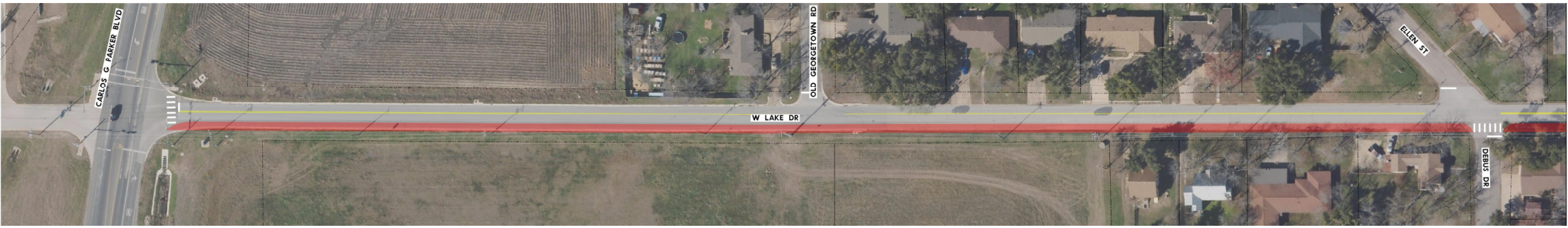
CONCEPTUAL LAYOUTS

W LAKE DR-OPTION 1



CONCEPTUAL LAYOUTS

W LAKE DR-OPTION 2





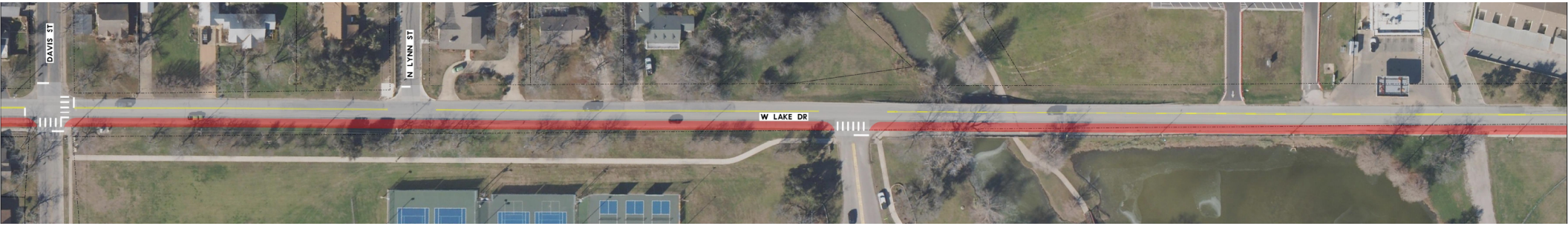
CONCEPTUAL LAYOUTS

W LAKE DR-OPTION 2



CONCEPTUAL LAYOUTS

W LAKE DR-OPTION 2





CONCEPTUAL LAYOUTS

MALLARD LANE-OPTION 1



CONCEPTUAL LAYOUTS

MALLARD LANE-OPTION 2



CONCEPTUAL LAYOUTS

MALLARD LANE-OPTION 2



CONCEPTUAL LAYOUTS

MALLARD LANE-OPTION 2



CONCEPTUAL LAYOUTS

MALLARD LANE-OPTION 3



CONCEPTUAL LAYOUTS

MALLARD LANE-OPTION 3



CONCEPTUAL LAYOUTS

MALLARD LANE-OPTION 3

