

AGENDA

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

OCTOBER 22, 2020, 6:00 P.M.

In order to assist in maintaining the health of Council Members, staff and the public, this meeting will be conducted by *video conference*.

You may view this meeting as it's happening through the City's website at <http://www.ci.taylor.tx.us/660/Taylor-Videos>

For citizen comments, please contact the City Clerk's office at Dianna.barker@taylor.tx.gov prior to 5:30p.m. Thursday, October 22nd.

The agenda packet is available at <http://www.ci.taylor.tx.us/calendar>

CALL TO ORDER AND DECLARE A QUORUM

PROCLAMATION/RECOGNITIONS

1. Arbor Day proclamation.

BOARDS & COMMISSION PRESENTATION

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.)

2. Approve minutes from the October 8, 2020 City Council meeting. (Dianna Barker)
3. Consider Ordinance 2020-16 annexing 27.98 acres out of the Parthinia Coursey Survey, addressed as 110 Southpark Blvd., located in the extraterritorial jurisdiction of the City of Taylor, Williamson County, Texas. (Tom Yantis)
4. Consider sublease of FordTex hangar (Airport) to WC&R LLC. (David Cornelius)
5. Consider Resolution R20-26 ratifying and confirming city council action taken September 10, 2020 on which date the city council approved a loan from Government Capital Corporation for the purchase of a 2020 VAC truck from Freightliner of Austin. (Jim Gray)

PUBLIC HEARINGS / ORDINANCES

6. Hold a public hearing and consider introducing Ordinance 2020-18 amending Sections 4.3 Measurements and Special Circumstances and 9.2 Non-conforming Status of the City of Taylor Zoning Ordinance regarding carports. (Tom Yantis)
7. Hold a public hearing and introduce Ordinance 2020-19 approving a Specific Use Permit for a liquor store at 619 North Main Street, Lot 3, Block 33, Town of Taylor, consisting of approximately 10,980 square feet, more particularly described by Williamson Central Appraisal District Parcel R015105. (Tom Yantis)
8. Introduce Ordinance 2020-20, approval of Fire Department Civil Service Pay Schedule (Chief Baum). *(Meeting to conduct second reading of this ordinance to immediately follow this meeting.)*

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

9. Receive an update from Williamson County regarding Capital Improvement Projects. (Jeff Jenkins/Bob Daigh)
10. Consider Telework Policy for city employees. (Kim Peterson)

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

- a. 1st/Royal easement acquisitions

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

- a. Potential litigation related to the issuance of a certificate of occupancy.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on October 19, 2020 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.

Posted By: Dianna Barker Date 10-19-2020
Dianna Barker, City Clerk



City Council Meeting October 22, 2020 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 1

Agenda Title: Arbor Day Proclamation

Council Action to be taken: Presentation of Proclamation

Department Submitted: Parks and Recreation

Staff Contact: Larry Foos, Director of Parks and Recreation

1. PURPOSE/DESCRIPTION

The purpose of this item is to proclaim November 7 as Taylor Arbor Day. The official Texas State Arbor Day is celebrated the first Friday in November.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

November 6 is *Texas* Arbor Day and the City of Taylor will plant 10 trees in Taylor Regional Park on November 7, beginning at 9:00 am.

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

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
N/A	N/A

4. RECOMMENDATION

Staff requests presentation of this proclamation.

5. FUNDING SOURCE

N/A

6. TIMELINE

This year's Arbor Day activities will be held on Saturday, November 7, 2019, at Taylor Regional Park at 9:00 am.

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

N/A

8. ATTACHMENTS

1a. [Arbor Day Proclamation](#)



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

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

Whereas, Arbor Day is now observed throughout the nation and the world, and

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

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

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

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

Now, Therefore, I, _____, Mayor of the City of
_____, do hereby proclaim
_____ as

Arbor Day

In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this _____ day of _____
Mayor _____



City Council Meeting October 22, 2020 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 2

Agenda Title: Approve minutes from the October 8, 2020 regular Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Dianna Barker

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

2a. [October 8, 2020 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
October 8, 2020 at 6:00 p.m. via Video Conference

In order to assist in maintaining the health of Council Members, staff and the public during COVID-19 pandemic, this meeting was held by video conference.

Council or staff present in City Hall: No one.

Council Members attending via video: Mayor Brandt Rydell
Mayor Pro-Tem Dwayne Ariola
Council Member Robert Garcia
Council Member Mitch Drummond
Council Member Gerald Anderson

Others attending: Mark Schroeder, Assistant City Attorney
Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Dianna Barker, City Clerk

Mayor Brandt Rydell took a roll call, declared a quorum and called the meeting to order at 6:00 p.m.

CITIZENS COMMUNICATION

None.

CONSENT AGENDA

1. **Approve minutes from the September 24, 2020 Council meeting.**
2. **Consider Ordinance 2020-17 amending the temporary parklet program to extend the expiration date.**
3. **Concur with Preliminary Financials for August 2020.**

Motion was made by Councilmember Garcia to approve the consent agenda items as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously via roll call vote.

PUBLIC HEARINGS / ORDINANCES

4. **Hold a public hearing and introduce Ordinance 2020-16 annexing 27.98 acres out of the Parthinia Coursey Survey, addressed as 110 Southpark Blvd., located in the extraterritorial jurisdiction of the City of Taylor, Williamson County, Texas.**

Tom Yantis, Development Services Director – presented a map showing the area of voluntary annexation of the Hart Components property as anticipated and documented in the Chapter 380 agreement between Hart Components and the City of Taylor, November 2017.

Mayor Rydell opened the public hearing at 6:03p.m. With no one appearing, the public hearing was closed at 6:04p.m.

The City Attorney read the caption of the Ordinance.

ORDINANCE NO. 2020-16

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT.

First reading, no action taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

5. **Receive presentation from CAPCOG (Capital Area Council of Government) and updates on various programs involving CAPCOG.**

Betty Voights, CAPCOG – gave a presentation providing an overview about CAPCOG and the programs they provide in the area.

Motion was made by Councilmember Garcia to receive the CAPCOG presentation as presented. Motion was seconded by Mayor Pro-Tem Ariola. Motion carried unanimously via roll call vote.

6. **Receive Pavement Design Criteria Update.**

Jacob Walker, HDR Engineering – gave a presentation on pavement design criteria considerations for potential updates to the City's Engineering Manual.

Motion was made by Councilmember Anderson to receive the pavement design criteria update as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously via roll call vote.

7. **Receive Presentation on the Animal Shelter Improvements from Police Department/Animal Control, HDR.**

Police Chief Fluck – gave a presentation on the Animal Shelter long-term remodel and Animal Shelter improvements.

Motion was made by Mayor Pro-Tem Ariola to receive the Animal Shelter improvement presentation as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously via roll call vote.

8. **Consider approving Diversity Equity and Inclusion Scope of Services.**

Kim Peterson, Human Resources Director – gave a presentation and requested Council approval on a Scope of Services for hiring a consultant in FY 20-2021 to assist with developing and implementing a Diversity Equity and Inclusion program for the City of Taylor.

Motion was made by Councilmember Anderson to approve the Scope of Services as written and presented. Motion was seconded by Councilmember Garcia. Motion carried 4 to 0 via roll call vote. Councilmember Drummond dropped off virtual meeting.

9. Consider City Council meeting dates in November and December.

Dianna Barker, City Clerk – stated that the regularly scheduled second Council meeting dates in November and December fall on the Thanksgiving and Christmas holidays and requested Council guidance on cancelling the November 26th and December 24th regularly scheduled Council meetings or rescheduling them to another date within their respective months.

Motion was made by Councilmember Drummond to cancel the November 26th and December 24th regularly scheduled Council meeting dates. Motion was seconded by Councilmember Anderson. Motion carried unanimously via roll call vote.

Mayor Rydell read the Executive Session items. City Council adjourned into executive session at 7:31p.m.

Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.072 of the Texas Government Code, to conduct deliberations regarding the purchase, exchange, lease, or value of real property.

- a. Justice Center

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

- a. Dickey-Givens Agreement with Welfare Workers Club
- b. Lawsuit styled Ferma Enterprises, LLC and Yupel, LLC v. City of Taylor, Cause No. 20-1431-C425
- c. Transfer of water service area from Noack Water Supply Corporation to Manville Water Supply Corporation

City Council reconvened into regular session at 8:31p.m.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 8:31p.m.

ATTEST:

Brandt Rydell, Mayor

Dianna Barker, City Clerk



City Council Meeting October 22, 2020 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 3

Agenda Title: Consider Ordinance 2020-16 annexing 27.98 acres out of the Parthinia Coursey Survey, addressed as 110 Southpark Blvd., located in the extraterritorial jurisdiction of the City of Taylor, Williamson County, Texas

Council Action to be taken: Consider ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

This agenda item provides for the voluntary annexation of the Hart Components property as anticipated and documented in the Chapter 380 agreement between Hart Components and the City of Taylor.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City entered a Chapter 380 economic development agreement with Hart Components in November of 2017. One of the provisions of that agreement, as amended, was for Hart to petition for voluntary annexation and for the City to complete the annexation by the end of calendar year 2020.

The ordinance was introduced and a public hearing was held at the October 8, 2020 Council meeting.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Completes one of the required provisions of the 380 agreement • Adds the Hart property to the City's tax roll	• N/A

4. RECOMMENDATION

Staff recommends holding the public hearing and introducing the ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

Public hearing and ordinance introduction – October 8, 2020

Ordinance adoption and annexation completion – October 22, 2020

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

N/A

8. ATTACHMENTS

3a. [Annexation ordinance 2020-16](#)

3b. [Service Plan](#)

3c. [2nd Amendment to Hart 380 Agreement Including Annexation Petition](#)

ORDINANCE NO. 2020-16

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT.

WHEREAS, §43.0671 of the Texas Local Government Code and the Charter of the City of Taylor, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and Charter of the City of Taylor, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

27.98 ACRES OUT OF THE PRATHINIA COURSEY SURVEY, ABSTRACT NO. 131 IN WILLIAMSON COUNTY. TEXAS BEING OUT OF THE REMAINING PORTION OF THAT 53.53 ACRE TRACT CALLED TRACT III IN A DEED TO HOLDEN INVESTMENTS, INC., RECORDED IN VOLUME 1675, PAGE 816, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND ON THIS DATE BY TLS, INC., AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "TLS INC." set in the east line of the MKT Railroad (100' right-of-way), being in the west line of said 53.53 acre tract, marking the southwest corner of Taylor Southpark Section One, a subdivision recorded in Cabinet G, Slide 168, Plat Records of Williamson County, Texas, being the southwest corner of Southpark Boulevard (100' right-of-way), for the northwest corner of the tract;

THENCE: N 83°12'59" E, into and across said 53.53 acre tract at 618.98 feet pass a 1/2 inch iron rod with plastic cap stamped "TLS INC." set at the southeast corner of Southpark Boulevard, being the southeast corner of said Taylor Southpark subdivision, and continuing for an overall distance of 1087.72 feet to a 1/2 inch iron rod with plastic cap stamped "TLS INC.", set in the east line of said 53.53 acre tract and in the west line of that 84.60 acres tract called First Tract in a deed to Doris Seale recorded in Volume 2041, Page 639 of said Official Records, for the northeast corner of this tract;

THENCE: with the west line of said First Tract and the east line of said 53.53 acre tract the following three (3) courses, for the east line of this tract:

1. S 20°47'37" E, 293.92 feet to a 1/2 inch iron rod with plastic cap stamped "TLS INC." set, for an exterior angle point in the east line of this tract;
2. S 71°19'06" W, 312.32 feet to a 1/2 inch iron rod with plastic cap stamped "TLS INC." set,

for an interior angle point in the east line of this tract;

3. S 20°49'50" E, 1499.91 feet to a 1/2 inch iron rod with plastic cap stamped "TLS INC." set in the common line of said Parthinia Coursey Survey and the north line of the Thomas B. Lee Survey, Abstract No. 800, marking the southwest corner of said First Tract and the northwest corner of that tract called 92.905 acres in a deed to John Bigon recorded in Document No. 9724459 of said Official Records, being the northeast corner of that tract called 19.320 acres in a deed to Jason Israel Jaramillo and Trina Renee Jaramillo recorded in Document No. 2014040559 of said Official Public Records, for the southeast corner of said 53.53 acre tract and this tract;

THENCE: N 78°11'20" W, 569.44 feet with the north line of said Jaramillo tract to a 1/2 inch iron rod with plastic cap stamped "TLS INC." set in the east line of said M K T Railroad, marking the northwest corner of said Jaramillo tract, for the southwest corner of said 53.53 acre tract and this tract;

THENCE: with the east line of said M K T Railroad and the west line of said 53.53 acre tract the following three (3) courses; for the west line of this tract

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

1. That the heretofore described property is hereby annexed to the City of Taylor, Williamson County, Texas, and that the boundary limits of the City of Taylor be and the same are hereby extended to include the above described territory within the city limits of the City of Taylor, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Taylor and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan or agreement for the property annexed is hereby adopted and attached as exhibit "A".

The City Clerk is hereby directed to file with the County Clerk of Williamson County, Texas, a certified copy of this ordinance.

This Ordinance shall be in full force and effect immediately upon passage.

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2020-16 was introduced before the Taylor City Council on the 8th day of October, 2020.

PASSED, APPROVED and ADOPTED this the ____ day of _____, 2020.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna Barker, 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. 2020-16, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2020, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office on this ____ day of _____, 2020.

Dianna Barker
City Clerk

EXHIBIT

A

**HART COMPONENTS, LLC
AND
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
AGREED SERVICE PLAN**

AREA OF ANNEXATION: Exhibit "A" to the Agreement

PROVISION OF SERVICES TO BE PROVIDED

The City of Taylor, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:

BUILDING INSPECTION

The City will provide code enforcement, building inspection services and permit issuances to the area upon annexation in accordance with City budget appropriations.

EMERGENCY MEDICAL SERVICES

Emergency Medical Services will be provided by Williamson County EMS and the City of Taylor Fire Department in accordance with City budget appropriations.

FIRE

Fire suppression and fire prevention requirements will extend to the area upon annexation and will be provided in accordance with City budget appropriations.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Health Code Enforcement will be provided by the City to the area upon annexation in accordance with City budget appropriations and will also be provided by the Williamson County Health Department.

LIBRARY

Library privileges will be available to residents of the area upon annexation with such privileges being provided within the City budget appropriations.

PARKS AND RECREATION

City parks and recreation facilities will be available to residents of the area upon annexation and such privileges will be provided in accordance with City budget appropriations.

PLANNING AND ZONING

The City will extend planning and zoning through City ordinances to the area upon annexation in accordance with City budget appropriations.

POLICE

The City of Taylor Police Department will extend routine patrols to the area upon annexation and will be provided in accordance with City budget appropriations.

SANITARY SEWER SERVICE

Sewer service to the area will be provided in accordance with the Agreement. Extension of service annexation shall be by the Company in accordance with City codes and ordinances.

SOLID WASTE SERVICES

Solid Waste Collection services will be provided to the area upon annexation in accordance with ordinances and City policies in effect after annexation within the City's budget appropriations.

STORM WATER MANAGEMENT

The Company will provide storm water drainage at its expense prior to annexation and storm water management after annexation will be provided by the City pursuant to its ordinances within the City's budget appropriations.

STREET

Street maintenance to the area will be provided upon annexation within the City's budget appropriations.

STREET LIGHTING

The City will coordinate any request for street lighting with electric providers in accordance with City policy.

WATER SERVICE

Water service to the area will be provided in accordance with the Agreement. Extension of service annexation shall be by the company in accordance with City codes and ordinances.

**SECOND AMENDMENT
TO THE HART COMPONENTS, LLC
AND
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

Recitals

WHEREAS, Hart Components, LLC, a North Carolina Limited Liability Company (LLC) (hereinafter referred to as "Hart"), and the City of Taylor, Texas ("City") entered into the Chapter 380 Economic Development Agreement ("Agreement") effective on November 14, 2017; Amended in the First Amendment to the Chapter 380 Economic Development Agreement;

WHEREAS, both parties to the Agreement desire to amend the Agreement pursuant to its Article 9.5 as set forth in this Second Amendment to the Chapter 380 Economic Development Agreement ("Amendment");

WHEREAS, both parties agree that neither party has breached the Agreement; and

WHEREAS, both parties desire to ratify and reaffirm the Agreement as previously amended and its provisions that are unaffected by this document; it is therefore agreed that the Agreement is amended as set forth below:

1. Article 6.2 "Infrastructure Construction" is amended by deleting Article 6.2 in its entirety and replacing it with the following text:

Infrastructure Construction. The City will connect to the water and wastewater lines portion of the Infrastructure on the Land in reasonable cooperation with Hart before the slabs are installed so that site work, grading and excavation can be done together. The City and Hart shall cooperate and coordinate matters that may affect the critical path of Hart construction and City connection to the Infrastructure.

The water, wastewater, and roadway impact fees required from Hart for such infrastructure connections on the Land in the amount of Forty-three Thousand and Eighty and NO/100 Dollars (\$43,080.00) will be advanced and paid by the City for Hart subject to the following reimbursement provision. The Forty-three Thousand and Eighty and NO/100 Dollars (\$43,080.00) advanced and paid by the City for impact fees due from Hart shall be reimbursed by Hart to the City and shall be due and payable in equal annual installments of Eight Thousand, Six Hundred and Sixteen and No/100 Dollars (\$8,616.00) on March 1 of each year, beginning March 1, 2021 and continuing annually on the same date until the Forty-three Thousand and Eighty and No/100 Dollars has been paid in full. In the event of a default by Hart, before exercising any remedy for default by the City, the City will first give Hart written notice of default and Hart will have fifteen (15) days after the notice is given in which to cure the default. If the default is not cured fifteen (15) days after notice, the City may declare the unpaid amount and this Agreement in default and shall be entitled to exercise all remedies for default under this Agreement, in law and under equity, including without limitation, termination of all grants otherwise payable to Hart. Impact fees to be advanced by the City do not include any other water or wastewater fees including without limitation water or wastewater deposits required by the City, fees related or required for such utility accounts, meter fees, monthly usage fees for such utilities, Transportation User Fee, and Municipal Drainage Utility System fees, or any other utility costs which fees and costs shall remain as the obligation of Hart and paid when required by the City. In the event of any default by Hart terminating this Agreement prior to complete reimbursement to the City, Hart's liability shall survive the termination and continue until reimbursement to the City is made in full. Hart acknowledges its obligation that the City of Taylor's solid wastewater franchise provider, which is currently Waste Connections Lone Star, Inc. doing business as Waste Connections, shall be the sole solid wastewater provider to Hart.

2. The definition of "Voluntary Annexation" in Article 1 of the Agreement amended in the First Amendment to the Hart Components LLC and The City of

Taylor, Texas Chapter 380 Economic Development Agreement in paragraph 5 is deleted in its entirety and replaced with the following text:

Voluntary Annexation shall mean this Agreement made by Hart under Section 212.172 Local Government Code agreeing to voluntary annexation into the City pursuant to Section 43.0671 Subsection C-3, Local Government Code. Hart will file a voluntary petition required under Section 43.0671 Local Government Code requesting voluntary annexation into the City upon Hart's execution of this Amendment. The City will act on Hart's voluntary petition to incorporate the Land and completed Development into the City no earlier than September 1, 2020 and no later than December 31, 2020. Hart waives Section 43.0671 Local Government Code requirements, including a service plan, for voluntary annexation into the City requiring only the City ordinance incorporating the Land and completed Development into the City.

Economic Development. This Amendment is consistent with the City's economic development program and promotion of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.

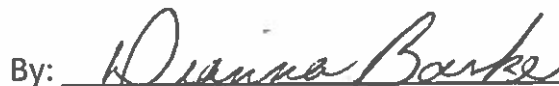
EXECUTED on this 25 day of June, 2020.

CITY OF TAYLOR, TEXAS



By: Brian LaBorde
Its: City Manager

ATTEST:



By: Dianna Barker
City Secretary

APPROVED AS TO FORM:

By: [Signature]
City Attorney

EXECUTED the 23rd day of June, 2020.

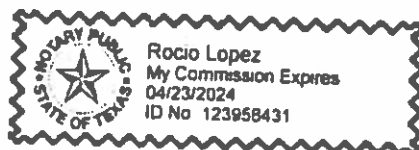
HART COMPONENTS, LLC,
a Texas Limited Liability Company

[Signature]
By: Eric M James
Its: President

CITY's Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 23rd day of June, 2020,
by Brian LaBorde, being City Manager of the City of Taylor,
Texas, a Texas municipality, on behalf of said municipality and in the capacity herein
stated.

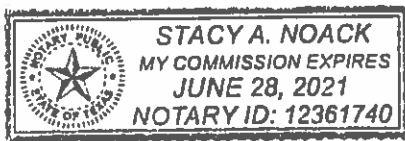


[Signature]
Notary Public, State of Texas

HART's Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 23rd day of June, 2020, by HART COMPONENTS, LLC, a Texas Limited Liability Company on behalf of said company and in the capacity herein stated.




Notary Public, State of Texas

**PETITION FOR VOLUNTARY ANNEXATION
INTO THE CITY OF TAYLOR, TEXAS**

Pursuant to the provisions of Section 43.0671 of the Local Government code and our agreement with the City of Taylor under the provisions of Section 212.172 of the Local Government Code, Hart Components, LLC requests voluntary annexation in the City of Taylor Texas of the following described property attached as Exhibit "A."

EXECUTED on this 23rd day of June, 2020.

**HART COMPONENTS, LLC,
a Texas Limited Liability Company**

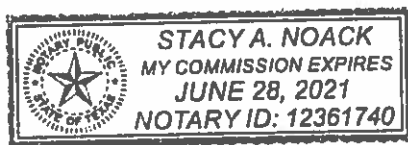


By: Eric M. James

Its: President

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 23rd day of June, 2020, by HART COMPONENTS, LLC, a Texas Limited Liability Company on behalf of said company and in the capacity herein stated.


Notary Public, State of Texas



City Council Meeting October 22, 2020 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 4
Agenda Title: Airport sublease of FordTex hangar to WC&R LLC

Council Action to be taken: Authorize the City Manager to sign the hangar sublease

Department Submitted: Public Works - Airport

Staff Contact: David Cornelius, Airport Manager

1. PURPOSE/DESCRIPTION

Current airport ground leasee, FordTex Investments, desires to sublease their hangar to WC&R LLC for a period of one year, terminating on August 31st, 2021. FordTex Investments holds a thirty (30) year ground lease (expires May 1, 2036) with the City, upon which they built a 7800 sf hangar used to store company aircraft. This sublease represents WC&R LLC's desire to utilize the currently empty FordTex hangar.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

WC&R LLC intends to utilize the hangar space for the storage of up to eight (8) corporate aircraft, which is consistent with the defined usage within the existing ground lease contract with FordTex Investments. With the sale of FordTex's aircraft and the relocation of the avionics business, the hangar has been vacant for almost three years, causing a significant reduction in aviation fuel sales at the airport. WC&R LLC indicated that their pre-Covid fuel purchases for their fleet of aircraft were typically 3000-5000 gallons of fuel per month. Even a portion of this type of fuel usage would greatly enhance existing airport fuel revenues.

WC&R LLC has expressed a desire for a long-term lease arrangement with the City and would like to make Taylor Municipal their home airport. While this is ideal type of tenant needed at our airport, the short term sublease between FordTex and WC&R will provide the City with an opportunity to evaluate the performance and expectations of WC&R without having entered into a long term lease. With the loss of their corporate aircraft and recent realtors showing the property, it appears that FordTex desires to sell their hangar building and assign their Airport ground lease to someone else, most likely WC&R.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Short duration (1 yr) lease • Increased airport fuel sales • Evaluate the metrics of a potential long-term tenant • Revitalization of an unused airport facility • Facilitates modification of the terms of the ground lease contract at the end of the sublease;	• Sublease was executed without prior City approval as required in the existing ground lease contract;

4. RECOMMENDATION

The staff recommends that the Council authorize the City Manager to sign the sublease between FordTex Investments Inc and WC&R LLC. Despite that the Airport Advisory Board has not met to discuss this situation, allowing this sublease is consistent with the board's previously stated desire to attract and hold commercial tenants.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

4a. [Lease Agreement](#)

ASSIGNMENT AND MODIFICATION OF LEASE

THIS AGREEMENT is made between FORDTEX INVESTMENTS, INC. a Texas Business Corporation, called Assignor in this Agreement, and WC&R LLC, a Texas Limited Liability Company, called Assignee in this Agreement.

RECITALS

WHEREAS, a Lease was executed effective May 1, 2006, between the City of Taylor, Texas as the Lessor, and the Assignor as Lessee, by the terms of which the property ("Property") described in the Lease attached hereto as Exhibit "A" and incorporated by reference herein was leased to the Assignor as Lessee for a term of thirty (30) years, commencing on the 1st day of May 1, 2006, and ending on April 30, 2036, subject to earlier termination as therein provided ("Lease");

WHEREAS, the Lease Property is to be used only as a site for aircraft storage and sales and installation of aircraft avionics; and

WHEREAS, the Lease requires prior written consent at the exclusive option of Lessor under terms required by Lessor for any assignment or sublease of the Lease Property; and

NOW THEREFORE, the Assignor desires to assign the Lease to the Assignee and the Assignee desires to accept the Lease assignment under the Lease terms and conditions and the terms hereinafter stated.

ASSIGNMENT

In consideration of good and valuable consideration and the agreement of the Assignor and Assignee set forth herein, the Assignor assigns to the Assignee all right, title, and interest in and to the Lease as stated therein and also as required herein.

This Assignment is made with recourse and liability to Assignee and all rights, duties and obligations of Lessee in the Lease shall also remain the obligation of Assignor.

Assignor and Assignee agree the first sentence of paragraph 3.1 of the Lease is amended to read as follows:

The term of this Lease shall begin May 1, 2006, and shall continue until August 31, 2021, both date inclusive, unless sooner terminated as herein provided.

No other amendments are made to paragraph 3.1 or the Lease. All other terms and conditions of the Lease are ratified and confirmed by Assignor and Assignee.

BINDING ON SUCCESSORS

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement their successors and assigns. Notwithstanding, this assignment is approved only for this transfer from Assignor to Assignee and all future assignments must be in accordance with the terms and provisions of the Lease assigned herein.

Dated this the 28th day of September 2020.

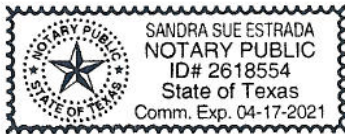
SIGNATURE PAGES TO FOLLOW

ASSIGNOR:
FORDTEX INVESTMENTS, INC.

By: Doug ~~Freeling~~ Freeling
Its: Vice President

STATE OF TEXAS,
COUNTY OF Williamson

This instrument was acknowledged before me on this the 28th day of September 2020, by Doug Freeling, Vice President of FORDTEX INVESTMENTS, INC., a Texas Corporation on behalf of said company and in the capacity herein stated.



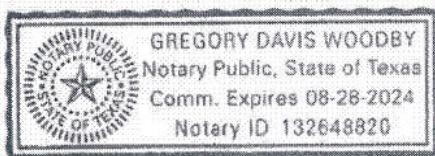
Notary Public, State of Texas

ASSIGNEE:
WC&R L.L.C.

By: Barry Williamson
Its: Member and Manager

STATE OF TEXAS,
COUNTY OF Travis

This instrument was acknowledged before me on this the 28th day of September 2020, by Barry Williamson, Member and Manager of WC&R L.L.C., a Texas Limited Liability Company on behalf of said company and in the capacity herein stated.



Notary Public, State of Texas

CONSENT OF LESSOR

The undersigned is the Lessor in the Lease described in the foregoing Assignment. The City of Taylor, Texas consents to the assignment of the Lease by FORDTEX INVESTMENTS, INC. to the WC&R L.L.C. under the terms and conditions stated in this Assignment.

LESSOR:

CITY OF TAYLOR, TEXAS
ATTEST:

By: Brian LaBorde
Title: City Manager

STATE OF TEXAS,
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned , on this day personally appeared Brian LaBorde, City Manager of Taylor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of September 2020.

Notary Public, State of Texas

LEASE AGREEMENTPREAMBLE

The City of Taylor, Texas, and a Home Rule municipal subdivision in Williamson County, Texas, ("Lessor" or "City"), owns and operates the Taylor Municipal Airport, located in Taylor, Texas, ("Airport").

Lessor has lease space available at the Airport for use for aeronautical purposes; and

Fordtex Investments, Inc., a Texas business corporation, ("Lessee") desires to ground lease space on the Airport on which to construct an airplane hanger for use by Lessee.

ARTICLE 1. PREMISES AND USE

1.1 Premises. Lessor leases to Lessee 7,800 square feet of land located on the airport shown by a metes and bounds description attached hereto as Exhibit "A" and incorporated by reference herein ("Premises").

1.2 Use. The purpose of this Lease is for Lessee to construct a 7,800 square foot aircraft hangar using plans and specifications approved by the City prior to construction that shall be used for aircraft storage and sales and installation of aircraft avionics ("Hangar"). Premises not required by Lessee for hangar construction shall be used for the same purposes.

1.3 Right of Flight. Lessor reserves to itself, its patrons, visitors, and other lessees and their patrons, visitors, and employees, the right of flight and the passage of aircraft above the Premises and the right to cause noise, dust, and interference which may be inherent in the operation of aircraft now known or hereafter in use, including the use of the air space for landing at, taking off from, or operating at or near the Airport.

1.4 Use of Airport Facilities. During the term of this Lease, Lessee is granted access to the Airport runways, taxiways, and aprons subject to rules and regulations imposed for use of the Airport by Lessor, the Federal Aviation Administration ("FAA"), or any other governmental entity having jurisdiction or control over the use of the Airport. This Lease is granted subject to Airport use and operation as a general aviation facility.

ARTICLE 2. LEASE FEE

2.1 Consideration. Lessee shall pay the sum of fifteen cents (15¢) per square foot annually based on 7,800 square feet shown in the Survey for the Premises. The Lease payment shall be paid monthly in advance and shall be due and payable on the first (1st) of each month during the Lease term beginning the first (1st) day of May 2006. The consideration shall be adjusted as provided in 2.2 and 2.5 below.

2.2 Payment Adjustment. Lessee agrees that the Lease payment shall be reviewed and subject to adjustment by Lessor in (5) year intervals throughout the term of the Lease beginning May 1, 2011. Adjustments shall continue on the anniversary date of each (5) five-year interval thereafter during term of this Lease. Any adjustment to the Lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI) reflecting the change over the previous (12) twelve months. Any increase in the Lease payment shall begin immediately and continue at that rate until the next adjustment. If the CPI decreases from the previous review date, the Lease payment shall not be decreased and shall remain the same amount charged during the preceding period. In no event shall the Lease payment be less than the sum of fifteen cents (15¢) per square foot or twenty cents (\$0.20) per square foot as required in 2.5 below.

2.3 Place of Payment. Lessee agrees all monthly Lease payments are due and payable and shall be paid by Lessee without demand or notice from Lessor. All Lease payments shall be made to the City of Taylor, 400 Porter Street, Taylor, Texas, 76574 unless notified in writing to the contrary by Lessor.

2.4 LANDLORD'S LIEN. LESSEE EXPRESSLY AGREES THAT THE CITY SHALL HAVE A STATUTORY LANDLORD'S LIEN UPON, AND IN ADDITION IS HEREBY GIVEN AN EXPRESS LANDLORD'S LIEN UPON, ALL OF THE MACHINERY, EQUIPMENT, GOODS, WARES, CHATTELS, IMPLEMENTS, FIXTURES, FURNITURE, TOOLS AND OTHER PERSONAL PROPERTY, INCLUDING ALL OF THE LESSEE'S PROPERTY, WHICH LESSEE SHALL NOW OR AT ANY TIME HEREAFTER PLACE IN OR UPON THE HANGAR, INCLUDING ALL REPLACEMENTS THEREOF AND ADDITIONS THERETO. THE CITY IS ALSO GRANTED AN EXPRESS CONTRACTUAL LIEN, IN ADDITION TO ANY LIEN PROVIDED BY LAW, AND A SECURITY INTEREST IN ALL PROPERTY OF LESSEE FOUND IN THE HANGAR TO SECURE THE COMPLIANCE BY LESSEE WITH ALL TERMS OF THIS AGREEMENT.

2.5 Sublease to Avionics. Lessee has represented to the City that Avionics will generate sales tax from use of the Hangar in avionics sales and installation. In consideration for the representation and procurement of the sublease in the Hangar to Avionics, Lessee has reduced the Hangar consideration from twenty cents (\$0.20) per square foot annually to fifteen cents (\$0.15) per square foot annually. In the event Avionics does not occupy and begin avionic sales and installation from the Hangar within six months from the date of this Lease Agreement or vacates the

Hanger after occupancy and sales and installation of aircraft avionics, the consideration required in this lease shall immediately increase to and become twenty cents (\$0.20) per square foot annually.

ARTICLE 3. COMMENCEMENT AND TERM OF LEASE

3.1 Term of Lease. The term of this Lease shall begin May 1, 2006, and shall continue until April 30, 2036, both dates inclusive, unless sooner terminated as herein provided.

Notwithstanding the stated Lease term, Lessor may find it desirable or necessary to move or abandon the Airport prior to the termination of this Lease. In the event Lessor does move or abandon the Airport, Lessor shall be entitled to terminate this Lease and shall furnish Lessee written notice of Lease termination 180 days prior to the termination date. Upon such termination Lessor shall pay unto Lessee the unamortized cost of the Hangar based upon the primary thirty (30) year term of this Lease. The unamortized cost will be measured by one thirtieth of the cost of the Hangar on a yearly basis concurrent with the effective date of this Lease. For example, if Lessor terminates the Lease effective June 1, 2016, and the cost of the Hangar is Sixty Thousand and No/100 Dollars (\$60,000.00), Lessor will pay Lessee and Mortgagee jointly the sum of Forty Thousand and No/100

Dollars (\$40,000.00) where upon the Hangar will become the sole property of Lessor.

3.2 Reversion of Improvements. At the expiration of this Lease, or upon earlier termination, all improvements made to the Premises by Lessee shall revert to and become the property of Lessor without payment to Lessee. In the alternative, Lessor can require Lessee to remove all or any part of the improvements at Lessee's cost and the removal shall not disturb nor damage the remainder of the Premises.

3.3 Holding Over. Any holding over by Lessee after the termination of this Lease shall not operate as a renewal of this Lease. During the hold over, Lessee shall be tenants at sufferance of Lessor and shall pay to Lessor a sum equal to three hundred percent (300%) of the consideration in effect per month at the time of Ground Lease termination.

ARTICLE 4. COVENANTS AND CONDITIONS

4.1 Federal Aviation Administration. Lessee shall comply with all enforcement procedures and regulations imposed upon Lessor required by the United States or the Federal Aviation Administration to comply with the Lessor's assurances for F.A.A. grant funding or to other agencies or entities providing funds for Airport improvements.

4.2 Non-Discrimination. Lessee, for itself, its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (1) No person on the grounds of race, color, sex, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financing assistance from the Department of Transportation; and
- (2) In the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, sex, religion, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) Lessee shall at all times use the Premises in compliance with all Non-Discrimination laws, either in effect at the present time or those promulgated in the future, of the United States of America, the State of Texas, the City of Taylor, and the Federal Aviation Administration, or their successors.

4.3 Abide by All Laws. Lessee agrees to abide by all laws, statutes, ordinances, rules and regulations of the Federal Aviation Administration, Texas Department of Transportation, Division of Aviation, State of Texas, City of Taylor, and of all other duly constituted public authorities having jurisdiction. No provision in this Lease shall be construed as being in conflict with Federal Aviation Administration rules or other laws and this Lease shall be construed as being in harmony with such laws in the case of any conflict. Lessee agrees to conduct all activities on the Premises in accordance with the standards now established or that may be established later by any competent and lawful authority, including without limitation, the City.

4.4 Non-Exclusive Lease. Notwithstanding anything herein contained that may be or appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Lease Agreement are non-exclusive and Lessor reserves the right to grant similar or other privileges to other lessees on other parts of the Airport.

4.5 Non-Assignment/Subletting. Lessee may not assign this Lease or sublease any part or the entire Premises or the Hanger without the prior written consent of Lessor which consent shall be at exclusive option of Lessor. All approved assignees and sublessees of this Lease shall be required to

comply with the terms of this Lease and any other requirements imposed by Lessor as a condition for assignment approval. No assignment or sublease approved by Lessor shall relieve Lessee of liability arising to Lessee under this Lease unless given by written release by Lessor. Lessor has approved Avionics use of the Hanger as provided in 2.5 above.

4.6 Acceptance of Premises. Lessee agrees to accept the Premises on as "as is" basis. Lessor hereby disclaims, and Lessee accepts Lessor's disclaimer of warranty, either expressed or implied, the condition, use, or fitness of the Premises relating to Lessee's purpose and use of the Premises. Lessee assumes full responsibility to make repairs, at its own expense, as may be necessary for the safe and efficient use of the Premises and to furnish any equipment necessary to properly secure the Premises.

4.7 Utilities. Lessee shall obtain, at its sole cost and expense, including without limitation, installation costs, utilities and utility services required by Lessee for use in the Premises. Lessee shall promptly pay all charges and installation costs for electricity, gas, telephone service, sanitation service and other utilities furnished to the Premises. Lessor shall not be liable for any interruption or failure in utility services furnished to the Premises.

4.8. Maintenance of Premises by Lessee. Lessee agrees it shall be responsible for all maintenance and repair of the Premises that may arise during the Lease term, which is part of the consideration to Lessor for this Lease. Lessee agrees the Premises, with all improvements, shall be maintained in a safe, clean and attractive condition and kept in good order and working condition at all times. Lessee shall provide adequate and proper sanitary handling and disposal in approved receptacles from the Airport of all trash, garbage, hydrocarbons and other refuse caused in Lessee's use of the Premises. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner, on or about the Premises, shall not be permitted. Lessee shall not use or permit others to use the Premises for storage of wrecked or permanently disabled aircraft, aircraft parts, automobiles, vehicles of any type, or any other equipment or items which would distract from the appearance of the Premises.

4.9 Taxes. Lessee shall pay all taxes required by law for Lessee's use of the Premises, in addition to the Consideration, and all taxes levied on the Premises and Hager that may be required by law.

4.10 Inspection. Lessor shall have the right to enter the Premises and Hangar at reasonable times for inspection, safety reasons, and in operation of the Airport.

ARTICLE 5. INSURANCE, CASUALTY AND INDEMNIFICATION

5.1 Insurance. As a condition precedent to this Lease and Lessee's right to operate on the Airport, Lessee shall continuously maintain in effect during the term of this Lease, at Lessee's expense, the following insurance coverage:

1. Comprehensive General (Public) Liability Insurance covering the Premises, the Lessee, and its activities at the Airport. Liability insurance limits shall be in the minimum amounts of \$100,000.00 bodily injury, \$300,000.00 per occurrence and \$100,000.00 property damage.
2. Personal Property insurance insuring the contents and personal property used and located by Lessee on the Premises.
3. Airport Premises Liability in the amount of \$1,000,000.00.
4. Casualty, fire, wind and storm, and extended coverage insuring the Hanger in an amount not less than the current replacement value of the hangar.

The City of Taylor shall be named as an additional named insured or loss payee on all policies and shall provide a minimum of thirty (30) days written notice to the Lessee prior to the effective date of any cancellation, change or lapse of the policies.

Lessor shall be provided with copies of all insurance policies prior to commencement of this Lease and during the term of this Lease and all policies must be approved by Lessor as a condition precedent to commencement of this Lease and during the term of this Lease. Lessor shall be entitled to require insurance from Lessee deemed necessary by Lessor to protect Lessor's interest in the Airport and in the Hangar.

Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the Lessor.

Notwithstanding other provisions of this Lease, Lessor may terminate this Lease upon Lessee's failure to provide insurance required in this Lease after a 72-hour written notice to cure the default has been given to Lessee.

5.2 Destruction of the Hangar. If the Hangar is damaged or destroyed by causality or other loss or if the Hangar becomes partially or wholly unusable for purposes of this Lease, Lessee shall restore the Hangar to the same or better condition existing prior to the damage, destruction, partial or total loss of use. Insurance proceeds payable on such account of a loss shall first be used to repair or replace the Hangar and if not sufficient shall be paid by Lessee. All repairs and restoration shall be completed within

a time schedule conditioned upon the damage, loss or destruction and approved by Lessor and Lessee. In the event Lessee fails to comply with this provision, this Lease shall be subject to termination by Lessor and, in the event of termination, all improvements constructed upon the Premises shall revert to Lessor without payment to Lessee and all insurance proceeds shall revert and become the property of Lessor. Lessor shall additionally be entitled to exercise its remedies for Lessee's default provided in paragraph 6.1 below.

5.3 Independent Contractor. During this Lease, the parties agree Lessee is and shall be deemed to be an independent contractor and operator and not an agent or employee of the City. Nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the parties hereto.

5.4 Indemnification of Lessee. Lessee agrees to indemnify and hold harmless Lessor and its agents, employees, representatives, successors and assigns from and against liability arising from any negligent act or omission of Lessee. During the term of this Lease, Lessee shall indemnify, hold free and harmless, assume liability for and, at the City's option, defend the City, its agents, servants, Council persons, employees, officers, licensees, invitees and

Board members their successors, heirs or assigns from any and all loss, damages, liability, claims, costs and expenses which the City, its agents, servants, Council persons, employees, officers, licensees, invites, and Board members may pay or become obligated to pay for any demand, claim, assertion of liability, or any action founded, arising or alleged to have arisen out of Lessee's occupancy or use of the Premises, performance of this Lease, act or omission of Lessee, or act or omission of the City for the Premises or Airport, for damages, injury to person or property, including the Airport, or death of any person. Lessee further covenants and agrees to release the City and any of its agents, servants, Council persons, employees, officers or Board members from responsibility for any loss caused by fire, theft, rain, vandalism, windstorm, hail, any casualty loss from any other natural cause which results directly or indirectly in any loss to any aircraft, personal property or persons, or any death or injury to any person.

ARTICLE 6. TERMINATION

6.1 Default. If Lessee does not timely pay all sums due to Lessor when due and payable according to this Lease Agreement, or if Lessee abandons the Premises for a period of thirty (30) days or more, or if Lessee is not performing any terms, provisions, covenants or conditions of this Lease

Agreement, then Lessee shall be in default. In the event of default, Lessor may terminate this Lease by giving Lessee ten (10) days written notice of the default and an opportunity to cure the default. If the default is not cured after written notice and the opportunity to cure, this Lease Agreement and all right, privilege, and interest of Lessee hereunder shall, at the option of Lessor, terminate. Lessor shall be further entitled to exercise its rights and remedies under law or equity against Lessee for default and all remedies shall be cumulative to rights granted Lessor herein.

6.2 Surrender of Premises. Lessee covenants and agrees that upon termination of this Lease Agreement, in whatever manner the termination may be brought about, it will promptly surrender and deliver the Premises and Hangar, if Hangar removal is not required by Lessor. All personal property may be removed by Lessee at the expiration of this Lease Agreement, provided Lessee is not then in default of any of its obligations hereunder and provided further that Lessee shall repair any damage done to the Premises in removing personal property.

6.3 Non-Waiver for Breach. No acceptance of lease consideration by Lessor after it is due, and no delay on the part of Lessor in enforcing any obligation of the Lessee shall be construed as a waiver or any default then,

theretofore or thereafter existing in the performance of any other obligation required of Lessee. Lease termination shall not release Lessee from responsibility or liability to Lessor for rents theretofore due and unpaid or from the performance of any covenant, agreement, or obligation of Lessee that has not been kept or performed.

6.4 Attorney Fees. The prevailing party in any litigation arising under this Lease Agreement shall be entitled to its reasonable attorney fees and court costs, including appeals, if any.

ARTICLE 7. CONSTRUCTION

7.01 Mandatory Construction. In consideration for the granting of this Lease for the term provided for above, Lessee agrees to construct the Hangar on the Premises being 7,800 square feet with all necessary appurtenances and improvements reasonably necessary for the purposes set forth above. As a condition precedent to this Lease, the type, size, quality, code and safety compliance of the Hangar to be constructed upon the Premises must be approved in writing by Lessor prior to commencement of construction of the Hangar to assure Lessor the Hangar will be suitable for the Airport. Construction on the Premises for the Hangar shall commence within sixty (60) days of the effective date of this Lease and be completed and receive a certificate of occupancy on or

before six (6) months from the issuance of the building permit. Lessor, at its sole option, may grant a longer period for completion of construction.

In the event Lessee fails to commence or complete construction within the time frames set forth above, and no extension for completion has been approved by Lessor, this Lease shall immediately terminate.

7.02 Performance. Lessee will be required to furnish a performance guarantee in the full amount of the improvements or other work in favor of the Lessor prior to the issuance of the building permit. The Performance guarantee will be payable to the Lessor and approved as to form, substance and surety by Lessor.

7.03 As-Built Plans. Within sixty (60) days of the issuance of the certificate of occupancy for the Hangar, Lessee shall provide the Lessor a complete full size set of as-built plans.

7.04 Rights of Mortgagee. Any person, corporation or institution that lends money to Lessee for construction of the Hangar that retains a security interest in the Hangar, shall, upon default of Lessee's obligations to the mortgagee, have the right to enter upon the Premises and operate or manage the Hangar, according to the terms of this Lease, for a period not to exceed the term of the mortgage with Lessee,

or until the loan is paid in full, whichever comes first, but in no event longer than allowed under the terms and provisions of this Lease. It is expressly understood and agreed that the right of the mortgagee referred to herein is limited and restricted to those improvements constructed with funds borrowed from mortgagee and the mortgagee shall have no rights under this Lease greater than those granted to Lessee.

ARTICLE 8. MISCELLANEOUS

8.1 Lease Binding on Successors, Assigns. All covenants, agreements, provisions and conditions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors or assigns.

8.2 Protection of Airport. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction and to allow Airport operations in the manner necessary for a public municipal airport. Lessor reserves the right to further develop the Airport and Lessee shall not hinder nor interfere with the development. Lessor expressly reserves the right to grant other leases on the Airport whether similar or not to this Lease Agreement.

8.3 Subordination. This Lease Agreement shall be subordinate to provisions of any existing or future

agreements entered into by and between the Lessor and the Federal or State Government for the improvement, operation and maintenance of the Airport.

8.4 Entire Agreement. This Lease Agreement constitutes the entire understanding between the parties and supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification of this Lease Agreement shall be in writing signed by both parties.

8.5 Notice. Any notice given to either party under the terms of this Lease shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to:

LESSEE:

Fordtex Investments, Inc.
c/o Doug Freelin, Vice President
P. O. Box 1377
Taylor, Texas 76574

LESSOR:

City of Taylor
c/o City Manager
400 Porter Street
Taylor, Texas 76574

Or to such other address as each party may hereafter designate in writing sent in same manner for any other notice.

8.6 Headings. The headings and subtitles contained in this Lease Agreement are for the purpose of clarification and in no way are determinative of the intent and purposes of the Lease or the conditions stated herein.

8.7 Severability. If any part, provision, term, condition, obligation or portion of this Lease is found to be illegal or void by a court of final jurisdiction, the entire Lease shall not be void, but the void provision shall be struck and the remainder of the Lease shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.

8.8 Governing Law/Venue. This Lease shall be construed and interpreted under the laws of the State of Texas. In the event of a breach of this Lease, venue for any and all causes of action, whether in law or equity shall be instituted and maintained in Williamson County, Texas, and all obligations of the parties hereunder are performable in Williamson County, Texas.

8.9 Multiple Counterparts. It is agreed that this Lease Agreement may be executed in multiple copies each having the force and effect of an original.

8.10 Pronouns. All personal pronouns used in this Lease Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders and the singular shall include the plural and vice versa.

8.11 Time. Time is of the essence of each and every provision of this Lease Agreement.

This Lease Agreement is dated this the 23rd day of May 2006 and effective May 1, 2006.

ATTEST:

Susan Brock
Susan Brock
City Clerk

CITY OF TAYLOR, TEXAS

Donald R. Hill
Donald R. Hill
Mayor

LESSOR

FORDTEX INVESTMENTS INC.

[Signature]
By
Its:
LESSEE

EXHIBIT

"A"

STATE OF TEXAS
COUNTY OF WILLIAMSON

May 12, 2006

7800 SQ. FT.

These notes describe that certain tract of land, situated in the H.G. JOHNSON SURVEY, ABSTRACT NO. 348, in Williamson County, Texas; subject tract being part of and out of a called "117.84 Acres" currently being owned by the City of Taylor, recorded in Volume 325, Page 284, of the Deed Records of Williamson County, Texas, (DRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on May 11, 2006; subject tract being more fully described as follows:

BEGINNING at a 60D Nail set (N: 10183641.7041, E: 3207523.8976), being in the West Right-of-Way of Airport Road, same being the Southeast corner of subject tract;

THENCE South 67°59'55" West, a distance of 105.00 feet to a 60D Nail set, being the Southwest corner of subject tract;

THENCE North 22°00'05" West, a distance of 80.00 feet to a "Mag" Nail set, being the Northwest corner of subject tract;

THENCE North 67°59'55" East, a distance of 85.00 feet to a 60D Nail set, being the Northernmost corner of subject tract;

THENCE South 22°00'05" East, a distance of 30.00 feet to a 60D Nail set, being an interior corner of subject tract;

THENCE North 67°59'55" East, a distance of 20.00 feet to a 60D Nail set, being in the West Right-of-Way of Airport Road, same being an exterior corner of subject tract;

THENCE South 22°00'05" East, a distance of 50.00 feet to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of 0.179 Acre and/or 7800 Sq. Ft..

Surveyor's Note: Bearings and distances shown hereon are based on the City of Taylor Horizontal Control Network and are Surface Values (Texas State Plane Coordinate System, Central Zone 4203, NAD83/93). Vertical Datum based on NGVD88 (to convert to Grid Values, divide by a combined scale factor of 1.000118171.)

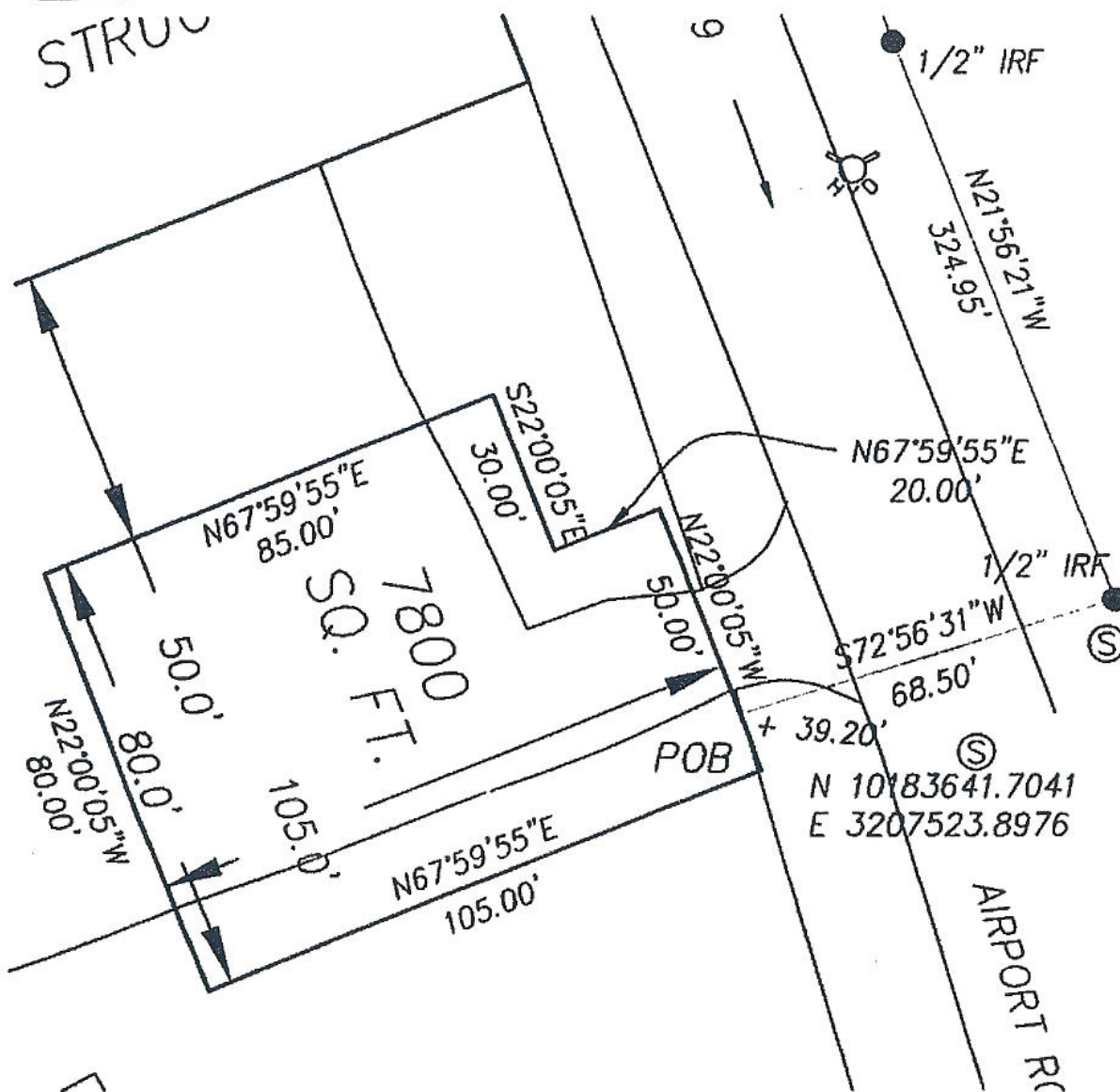
Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249





LEGEND:
 SANITARY SEWER MANHOLE
 FIRE HYDRANT



BEARINGS AND COORDINATE POSITIONS
 SHOWN HEREON ARE BASED ON THE TEXAS
 STATE PLANE COORDINATE SYSTEM
 (CENTRAL ZONE, NAD 83/93 HORIZONTAL
 ADJUSTMENT)

TAYLOR MUNICIPAL
 AIRPORT
 TAYLOR, TEXAS
 EXHIBIT ONE
 PROJECT LAYOUT

BRYAN TECHNICAL SERVICES, INC.
 P. O. BOX 1371
 TAYLOR, TEXAS 76574
 512-365-2524
 512-365-2526 (Fax)
 surveying@austin.rr.com



City Council Meeting October 22, 2020 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 5

Agenda Title: Consider Resolution R20-26 ratifying and confirming city council action taken September 10, 2020 on which date the city council approved a loan from Government Capital Corporation for the purchase of a 2020 VAC truck from Freightliner of Austin.

Council Action to be taken: Adopt Resolution

Department Submitted: Public Works

Staff Contact: Jim Gray, Public Works Director

1. PURPOSE/DESCRIPTION

The purpose of this item is to ratify and confirm Council's action taken September 10, 2020 approving the Government Capital Corporation financing for the VAC truck purchase as referenced in the September 10, 2020 City Council Transmittal letter and to supplement the minutes of the September 10, 2020 City Council meeting.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

September 10, 2020 Taylor City Council meeting the Council approved the purchase of a 2020 VAC truck from Freightliner of Austin and financing for the purchase from Strategic Government Capital Corporation which loan was referenced in the September 10, 2020 Transmittal Letter to the Council.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• 5-year finance agreement • Low interest rate 2.49% • First payment October 1, 2021 • Annual payment of \$88,844.16	• N/A

4. RECOMMENDATION

Adopt Resolution R20-26.

5. FUNDING SOURCE

Utility Fund

6. TIMELINE

Ratified the funding decision September 10, Council meeting

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

N/A

8. ATTACHMENTS

5a. Resolution R20-26

RESOLUTION R20-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS RATIFYING AND CONFIRMING CITY COUNCIL ACTION TAKEN SEPTEMBER 10, 2020 ON WHICH DATE THE CITY COUNCIL APPROVED A LOAN FROM GOVERNMENT CAPITAL CORPORATION FOR THE PURCHASE OF A 2020 VAC TRUCK FROM FREIGHTLINER OF AUSTIN.

WHEREAS, in the September 10, 2020 Taylor City Council meeting the Council approved the purchase of a 2020 VAC truck from Freightliner of Austin and financing for the purchase from Government Capital Corporation which loan was referenced in the September 10, 2020 Transmittal Letter to the Council; and

WHEREAS, the Council adopts this Resolution to ratify and confirm its action taken September 10, 2020 approving the Government Capital Corporation financing for the VAC truck purchase as referenced in the September 10, 2020 City Council Transmittal letter, to state all requisite action to approve the Government Capital loan was taken September 10, 2020, and to supplement the minutes of the September 10, 2020 City Council meeting.

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

The Taylor City Council approved and now ratifies and confirms the action taken September 10, 2020 approving financing from Government Capital Corporation for the purchase of a 2020 VAC truck from Freightliner of Austin.

Passed and approved this 22ND day of October 2020.

Brandt Rydell., Mayor

ATTEST:

Dianna Barker, City Clerk



City Council Meeting October 22, 2020 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 6

Agenda Title: **Hold a public hearing and consider introducing Ordinance 2020-18 amending Sections 4.3 Measurements and Special Circumstances and 9.2 Non-conforming Status of the City of Taylor Zoning Ordinance regarding carports.**

Council Action to be taken: Discussion and possible direction to staff

Department Submitted: Development Services

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

1. PURPOSE/DESCRIPTION

This agenda item is intended to allow the City Council to consider a recommendation from the Planning and Zoning Commission regarding a text amendment to the Zoning Ordinance related to non-conforming carports.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Earlier this year, the City received a code enforcement complaint regarding a carport that was being constructed and enclosed in the Crestview neighborhood. After investigating the complaint, city staff determined that the carport was located within the required 25 foot front setback and directed the property owner to remove the carport. The owner of the property complied. The Code Enforcement Officer identified other similar carports within the neighborhood.

After further investigation, staff initiated several additional enforcement cases in the neighborhood. One of the property owners contacted Councilmember Anderson to see if there is anything the City could do to allow these carports to remain.

Councilmember Anderson sponsored an agenda item to discuss this topic at the July 16, 2020 Council meeting. The City Council referred the issue to the Planning and Zoning Commission for a recommendation.

On August 11, 2020 the Planning and Zoning Commission discussed this topic and provided the following recommendation:

A majority of the Commission recommended that the Council consider amending the Zoning Ordinance to allow the owners of existing, non-conforming carports to register with the City, pay for and receive a safety inspection of the carport and for the Council to consider other criteria such as architectural compatibility. The Commission does not recommend allowing any additional carports to be constructed without meeting the requirements of the Zoning Ordinance and building codes.

On August 27, 2020 the City Council considered the Commission's recommendation and referred the item back to the Commission with a recommendation to initiate a zoning ordinance amendment for existing non-conforming carports and to also include a provision to allow new carports on lots with special circumstances to be built.

At their meeting on September 8, 2020 the Commission directed staff to proceed with preparing a text amendment to the Zoning Ordinance.

On October 13, 2020 the Commission, on a 6-2 vote, recommended approval of the text amendment that is included in this packet.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
The P&Z recommendation would provide a mechanism for existing, non-conforming carports to be made legal.	Some carports will not pass safety inspection and may still have to be removed.

4. RECOMMENDATION

The P&Z recommends approval of the amendment to the Zoning Ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

6a. [Ordinance 2020-18](#)

ORDINANCE NO. 2020-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, CHANGING TEXT OF THE ZONING ORDINANCE, SECTION 4.3 MEASUREMENTS AND SPECIAL CIRCUMSTANCES, BY ADDING A PROVISION FOR SPECIFIC USE PERMITS IN CERTAIN CIRCUMSTANCES ON A CASE BY CASE BASIS TO ALLOW CARPORTS IN THE FRONT AND STREET SIDE SETBACKS AND SECTION 9.2 NONCONFORMING STATUS, TO ALLOW FOR THE REGISTRATION OF EXISTING NONCONFORMING CARPORTS AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on October 22, 2020, to consider the change to the text of Zoning Ordinance, Section 4.3 Measurements and Special Circumstances and Section 9.2 Nonconforming Status; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on October 13, 2020, to consider the change to the text of Zoning Ordinance, Section 4.3 Measurements and Special Circumstances and Section 9.2 Nonconforming Status, and recommended the approval of the change to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the change to Section 4.3 Measurements and Special Circumstances and Section 9.2 Nonconforming Status of the Zoning Ordinance.

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 Zoning Ordinance, Section 4.3 Measurements and Special Circumstances, is amended as follows to add a new subpart j to 4.3.2 Yard Setbacks, 5. Front Setbacks:

4.3.2 Yard Setbacks

5. Front Setbacks

j. Where special conditions exist making the provision of covered parking on a residential lot is not practical in any location other than within the required front setback, a property owner may seek a Specific Use Permit for an unenclosed carport to be located within the front setback. If granted, the permit shall specify the following conditions and any other conditions deemed appropriate by the Planning and Zoning Commission and City Council to protect the public health, safety and general welfare:

1. The carport may not encroach into any easements or rights-of-way;
2. The carport may not block visibility from any street or alley;
3. No protected trees may be removed in order to construct the carport;
4. The carport must meet all adopted building codes.

The Zoning Ordinance, Section 4.3 Measurements and Special Circumstances, is amended as follows to add a new subpart i to 4.3.2 Yard Setbacks, 7. Side Setbacks:

4.3.2 Yard Setbacks

7. Side Setbacks

i. Where special conditions exist making the provision of covered parking on a residential lot is not practical in any location other than within the required street side setback, a property owner may seek a Specific Use Permit for an unenclosed carport to be located within the street side setback. If granted, the permit shall specify the following conditions and any other conditions deemed appropriate by the Planning and Zoning Commission and City Council to protect the public health, safety and general welfare:

1. The carport may not encroach into any easements or rights-of-way;
2. The carport may not block visibility from any street or alley;
3. No protected trees may be removed in order to construct the carport;
4. The carport must meet all adopted building codes.

The Zoning Ordinance, Section 9.2 Nonconforming Status, is amended as follows to add a new subpart 4:

9.2 Nonconforming Status

4. Carports were constructed prior to June 1, 2020 that did not meet the requirements of this ordinance at the time of construction and:

- a. were registered with the City by the property owner; and
- b. passed a safety inspection by the City prior to June 1, 2021.

SECTION 3. All other terms and conditions contained in the Zoning Ordinance and 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 2020-18 was introduced before the Taylor City Council on the 22nd day of October 2020.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2020.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

DRAFT

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna Barker, 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. 2020-XX, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2020, 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 _____, 2020.

Dianna Barker
City Clerk



City Council Meeting

October 22, 2020

Transmittal Letter

Agenda Item #: 7

Agenda Title: Hold a public hearing and introduce Ordinance 2020-19 approving a Specific Use Permit for a liquor store at 619 North Main Street, Lot 3, Block 33, Town of Taylor, consisting of approximately 10,980 square feet, more particularly described by Williamson Central Appraisal District Parcel R015105.

STRATEGIC PILLAR

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

Council Action to be taken: Introduce Ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, AICP/Director of Development Services and Assistant City Manager

1. PURPOSE/DESCRIPTION

The applicant is requesting a Specific Use Permit (SUP) for a liquor store. In Table 3.7 RECREATIONAL AND ENTERTAINMENT USES operating a liquor store in the B-1 Zoning District requires a SUP. As COVID 19 has had a negative impact on his business, the store owner would like the opportunity to provide more products, specifically liquor so that he may attract a broader customer base. He believes that if the request for the SUP is approved he will be able to keep his store open.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Previously the owner of the business applied for a variance to the minimum distance from a school. Currently, the required minimum distance from a liquor store to a school is 300 feet; measured from one property line to the other i.e., as the crow flies. The subject property is about 270 feet from the Legacy Early College High School property line (30 feet shy of the minimum requirement). A variance application went before City Council on August 13, 2020 and was approved unanimously to allow the liquor store to be less than 300 feet from the school property.

On October 1, 2020, the Planning and Zoning Commission held a public hearing regarding this request. The Planning and Zoning Commission recommended approval of the request.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Consistent with the Zoning Ordinance • Utilities are available • Increase in tax base • Retaining existing businesses helps the local economy	•

4. RECOMMENDATION

On October 13, the Planning and Zoning Commission held a public hearing and unanimously recommended approval.

On October 22, Council will hold a public hearing and introduced the Ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – October 13, 2020 P&Z unanimously recommended approval

City Council public hearing and ordinance introduction – October 22, 2020

City Council introduced the ordinance

City Council consideration of ordinance approval – November 12, 2020.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

7a. [Staff Report](#)

7b. [Ordinance 2020-19](#)

7c. [Exhibit A](#)

7d. [PowerPoint Presentation](#)

**Staff Report
Specific Use Permit
619 North Main Street**

Requested Action: Specific Use Permit for a liquor store.

Applicant: Sanjog Tamang

Subject Property: Approximately 10,890 square feet, Lot 3, Block 33, City of Taylor, Taylor, Williamson County, Texas

Parcel Information

Current Use: Convenience store

Proposed Use: Liquor store

Adjacent Parcel Information

Direction	Land Use	Zoning
North	Vacant	B-1
South	Single-Family	B-1
East	Right-of-Way (N. Main)	
West	Institutional (First Presbyterian Church)	B-1

Purpose:

The purpose of the application is to meet the requirement in Table 3.7 RECREATIONAL AND ENTERTAINMENT USES. In the land use table a liquor store requires a specific use permit in the B-1 Zoning District. Additionally, the convenience store owner would like the opportunity to provide more products, specifically liquor so that he may attract a broader customer base as his business has suffered during the pandemic.

Background:

Previously the applicant applied for a variance to the minimum distance from a school. Currently, the minimum distance from a school is 300 feet. The distance is measured from one property line to the other I.e., as the crow flies. The distance from the subject property to the school is about 270 feet so the required distance is 30 feet shy of the minimum requirement. The application went before City Council on August 13, 2020 and was approved unanimously.

In order to recommend approval of an application for a specific use permit, the Planning and Zoning Commission shall consider the following factors:

1. Consistency with guiding documents.

The application is consistent with the Zoning Ordinance which we use to implement the Comprehensive Plan. The owner of the convenience is requesting the specific use permit as required in the Zoning Ordinance. To operate a liquor store in the B-1 Zoning District requires a specific use permit.

2. Compatible with the Surrounding Area.

The store is an established business in the B-1 Zoning District with one residential use to the south. There is a screening fence between the residential use and the store to ensure compatibility between different uses.

3. Promotion of health, safety, or general welfare.

The owner will meet all of the existing ordinances which will promote the health, safety and general welfare.

4. Facilitation of infrastructure.

The subject property already has the necessary infrastructure.

5. There are changed conditions.

There are changed conditions recently with the pandemic and the owner is trying to provide more products so he can keep his business open.

6. Community need.

The community needs to increase sales tax revenue. A basic tenet of economic development is to retain existing businesses, especially in these unpredictable times.

ORDINANCE NO. 2020-19

AN ORDINANCE APPROVING A REQUEST FOR A SPECIFIC USE PERMIT FOR A LIQUOR STORE AT 619 NORTH MAIN STREET, LEGALLY DESCRIBED AS LOT 3, BLOCK 33, CITY OF TAYLOR, APPROXIMATELY 10,890 SQUARE FEET, MORE OR LESS, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R015105; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIFIC USE PERMIT APPROVED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on October 22, 2020, to consider the request made by Sanjog Tamang, Applicant and Owner of the property, respectively, which property is shown in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to request a Specific Use Permit for a Liquor Store use, which is a use permitted by Specific Use Permit approval within the Local Commercial Zoning District (B-1); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on October 13, 2020, to consider the request for a Specific Use Permit, and recommended approval of the request to the City Council; and

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

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

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

SECTION 2. The Property is approved for a Specific Use Permit for a Liquor Store use.

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Specific Use Permit for the Property.

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

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2020-19 was introduced before the Taylor City Council on the 22nd day of October 22, 2020.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2020.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

EXHIBIT A

DRAFT



PZ-2020-1246

**KINGS MINI
MART
LOCATION MAP**

Legend

King's Mini Mart

Streets

ZONING

B-1

B-1/CPD

B-3 Central Business

MF-2 Multi-Family

P Parks

0 62.5 125
 US Feet

DRAWN BY: MH

CHECKED BY: SS



Exhibit "A"

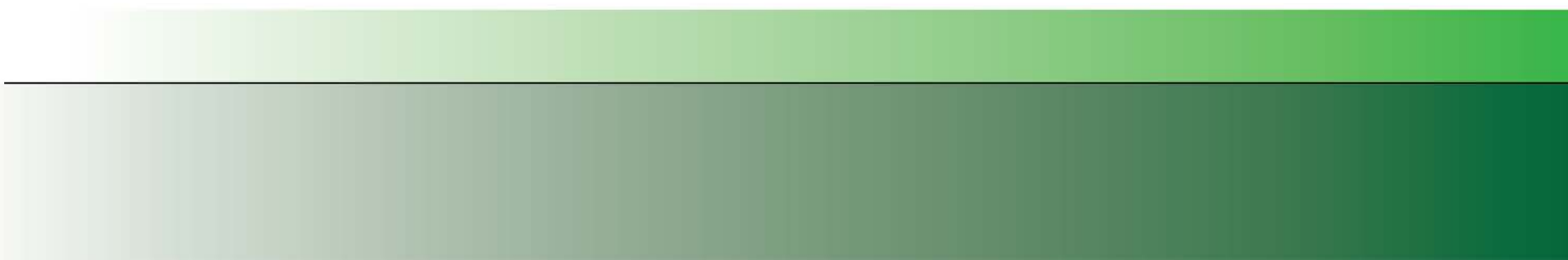


City of Taylor City Council

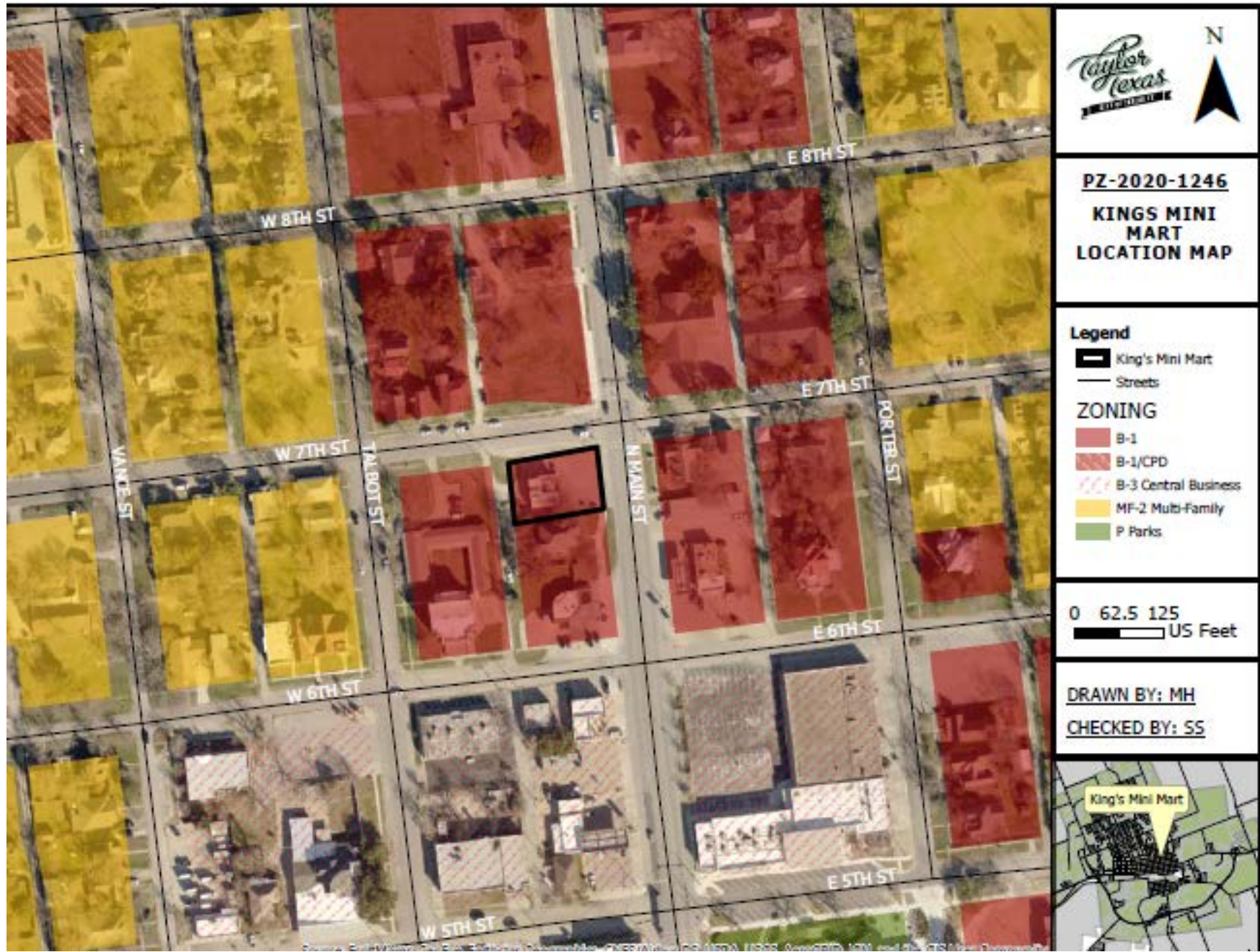
October 22, 2020

PZ-2020-1246

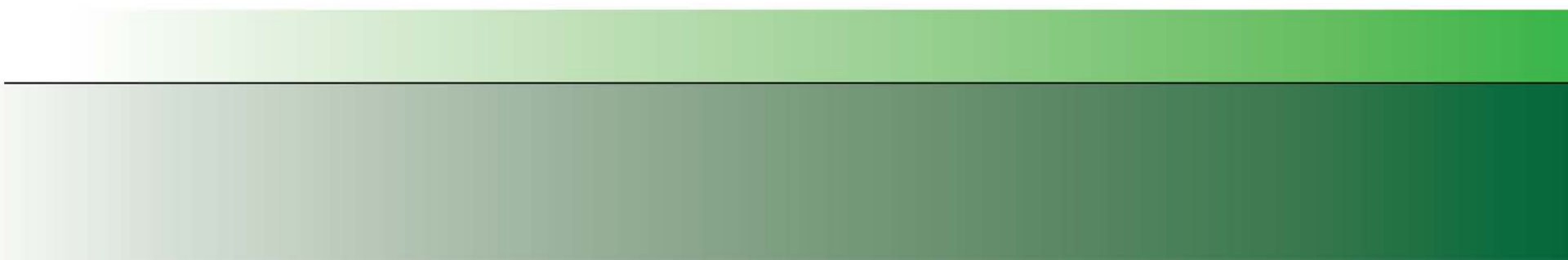
Consider a Specific Use Permit for a Liquor Store
at 619 N. Main Street

A decorative horizontal bar at the bottom of the slide, consisting of a light green gradient bar on top and a darker green gradient bar on the bottom, separated by a thin black line.

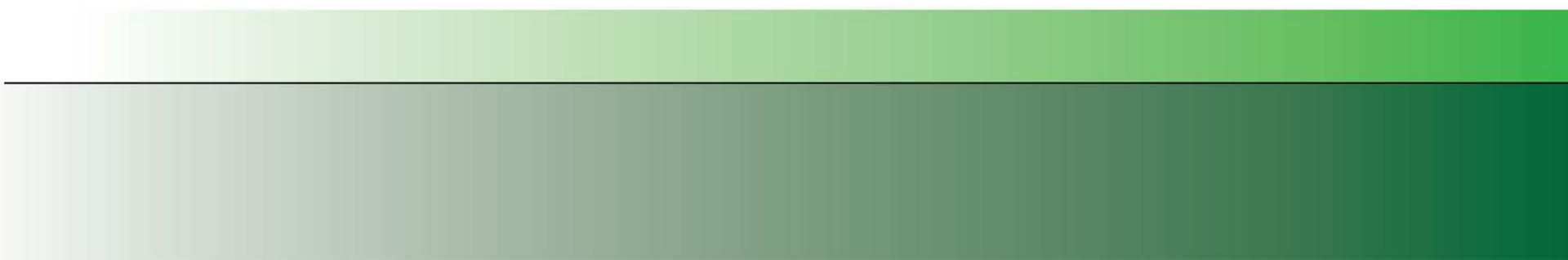
Location Map



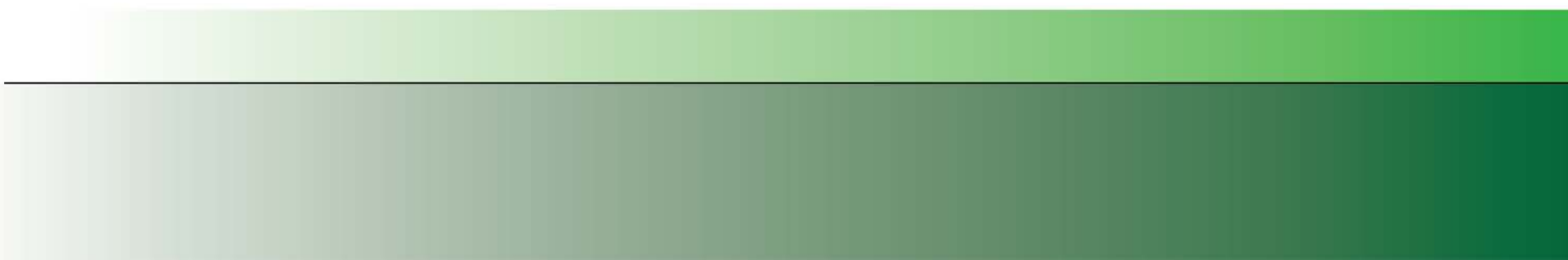
Background

- Store owner made application for a variance to the minimum distance from a school.
 - City Council granted variance on August 13, 2020.
- 
- A decorative horizontal bar at the bottom of the slide, consisting of a light green gradient bar on top and a darker green gradient bar on the bottom, separated by a thin black line.

Purpose

- A Specific Use Permit is required for a liquor store in Local Commercial Zoning District (B-1).
 - The store owner is trying to keep his store open as his business has been slower due to COVID 19.
- 
- A decorative horizontal bar at the bottom of the slide, consisting of a light green gradient bar on top and a darker green gradient bar on the bottom, separated by a thin black line.

Staff Recommendations

- Staff recommends approval:
 - Consistent with Zoning Ordinance and surrounding zoning and uses;
 - Store owner will meet regulations, which promotes health, safety and welfare;
 - No extension of infrastructure required
 - COVID 19 has changed the economic environment so the store owner is trying to increase business
 - Tenet of economic development retain existing businesses
- 
- A decorative horizontal bar at the bottom of the slide, featuring a green-to-dark-green gradient with a thin black line separating it from the text area above.



City Council Meeting October 22, 2020 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 8
Agenda Title: Introduce Ordinance 2020-20, approval of Fire Department Civil Service Pay Schedule

Council Action to be taken: Introduce ordinance approving Civil Service pay schedule

Department Submitted: Fire

Staff Contact: Daniel Baum, Fire Chief

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to seek approval to adopt an interim Civil Service pay schedule for the Taylor Fire Department. The proposed pay schedule adjusts the base pay rate for the Firefighter position to be equivalent to 90% of the market average.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Taylor Fire Department is currently recruiting to fill two vacant positions. Firefighter recruiting has become an increasingly competitive marketplace over the past several years.

A compensation study presented to Council by PSPC in May, 2020 showed that at the entry-level, the starting salary for a Firefighter in Taylor was 19% below the market average. By the eighth year of employment, Taylor Firefighters are 30% below the market average.

PSPC proposed several pay schedules to reflect 90%, 95%, and 100% of the market average. Due to the COVID situation, a relatively flat budget was adopted that did not include any salary adjustments.

As we are actively recruiting, we have observed that many other communities that are currently recruiting have again increased their entry level Firefighter salaries, putting us at a further competitive disadvantage.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Raises entry level Firefighter salary to 90% of market average. • Provides modest salary increases to current Firefighters. • Funded within adopted Fire Department budget.	• Only addresses Firefighter rank; no salary adjustment for Driver/Operator and Lieutenant ranks. • Creates a salary compression issue between the Firefighter and Driver/Operator ranks. • Funds utilized to implement pay schedule will defer some purchases.

4. RECOMMENDATION

Staff recommends City Council introduce an ordinance adopting a new Fire Department Civil Service pay schedule.

5. FUNDING SOURCE

Adoption of new pay schedule will be funded from existing Fire Department budget.

6. TIMELINE

Pay schedule would go into effect in November, 2020.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 8a. Draft ordinance 2020-20
- 8b. Slide presentation
- 8c. Proposed pay schedule

ORDINANCE NO. 2020-20

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING THE CIVIL SERVICE PAY SCHEDULE CS-15 FOR THE CITY OF TAYLOR FIRE DEPARTMENT PREVIOUSLY ADOPTED IN ORDINANCE NO. 2020-09 ON SEPTEMBER 10, 2020, TO BE EFFECTIVE NOVEMBER 1, 2020.

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

SECTION 1.0: That the City of Taylor Civil Service Pay Schedule CS-15 for the Taylor Fire Department be amended in accordance with the pay schedule in the attached Exhibit A with an effective date of November 1, 2020.

SECTION 2.0: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted to be effective November 1, 2020.

SECTION 3.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 22nd day of October, 2020.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2020.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney



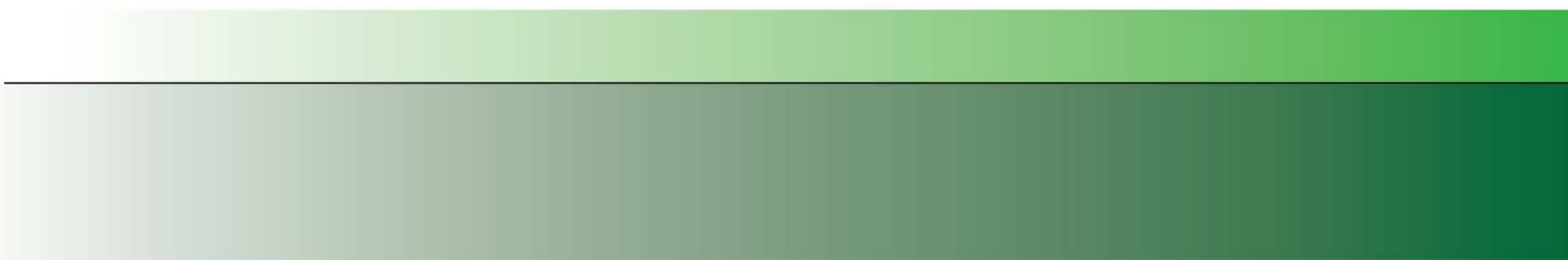
Fire Department Pay Schedule

Consider adopting updated Civil Service pay schedule for the Taylor Fire
Department

Purpose

The purpose of this agenda item is to seek approval to adopt an interim Civil Service pay schedule for the Taylor Fire Department.

The proposed pay schedule adjusts the base pay rate for the Firefighter position to be equivalent to 90% of the market average.

A decorative horizontal bar at the bottom of the slide, consisting of a light green gradient bar on top and a darker green gradient bar on the bottom, separated by a thin black line.

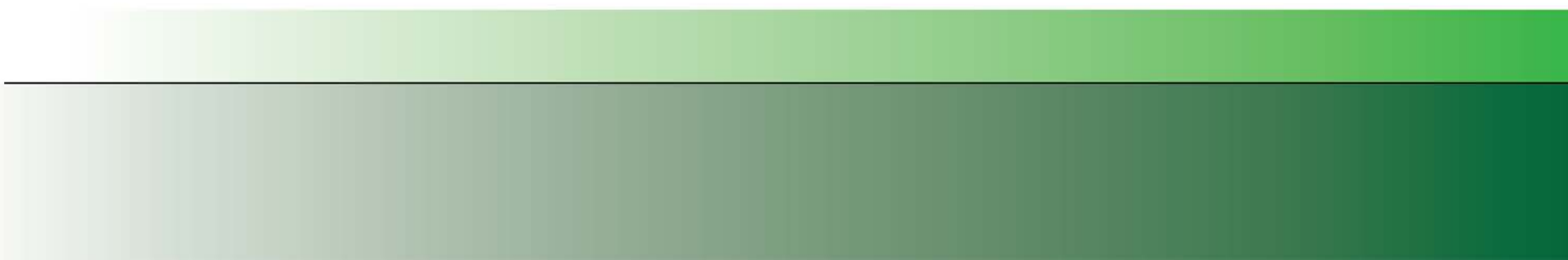
Background

PSPC presented a compensation study to Council in May, 2020.

At that time, the entry-level Firefighter position was shown to be 19% below the market average. The Firefighter position is 30% below the market average by the eighth year of employment.

PSPC proposed three pay schedules to consider at 90%, 95%, and 100% of market average.

Due to COVID and uncertain revenues, a relatively flat budget was adopted that did not include any compensation adjustments.

A decorative horizontal bar at the bottom of the slide, featuring a green-to-dark-green gradient.

Staff Analysis

Taylor Entry-Level Firefighter Salary: \$42,357

Market Average (March 2020): \$50,390

Near-by communities currently recruiting:

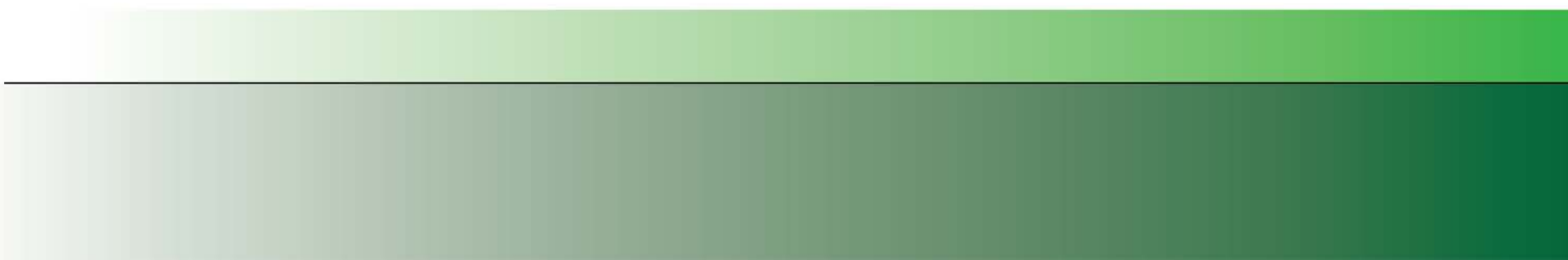
Georgetown: \$52,530

Hutto: \$48,360

Liberty Hill: \$47,000

Lockhart: \$47,672

Travis County ESD #11 (Del Valle): \$41,500

A decorative horizontal bar at the bottom of the slide, featuring a green gradient that transitions from a lighter shade on the left to a darker shade on the right. A thin black line is positioned just above the bar.

Recommendation & Timeline

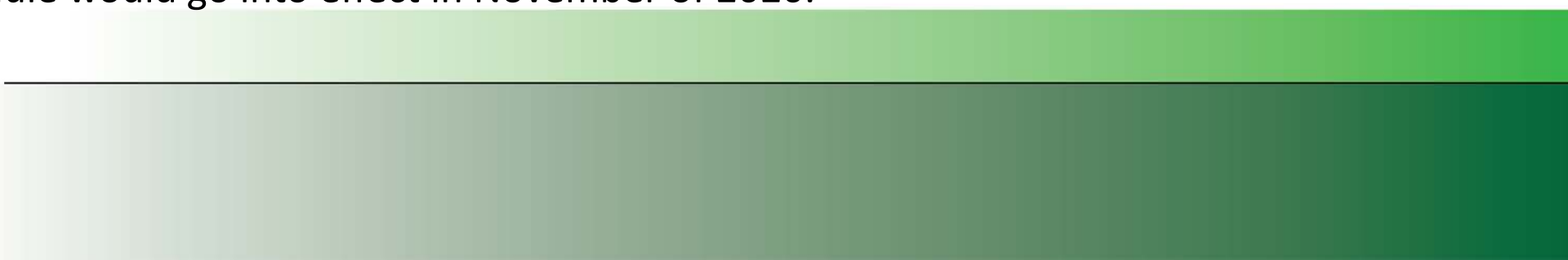
Recommend we raise entry level salary to \$45,351 which is 90% of the market average. Modest increases will be made across the Firefighter pay steps, but those steps will not meet 90% of market.

Increase is intended to make us more competitive in the market for our recruitment efforts.

No changes will be made to the Driver/Operator or Lieutenant pay steps at this time.

Our goal is to address the entire Fire Department pay schedule later in the budget year as available funding allows.

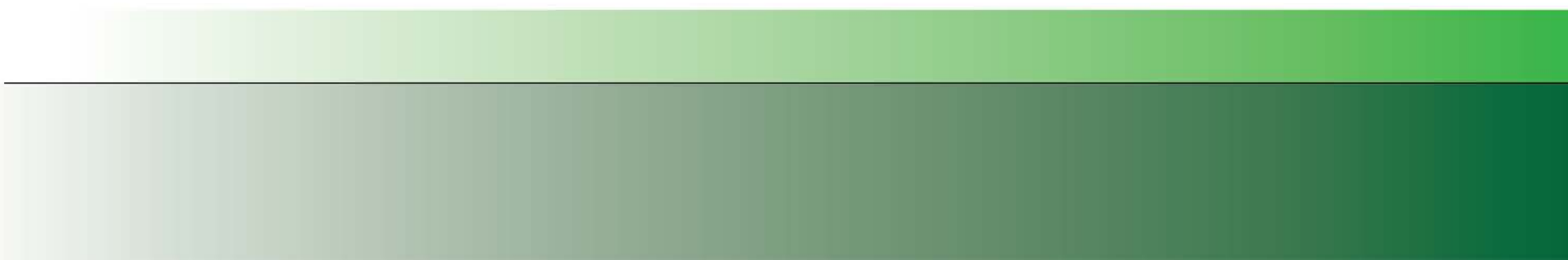
This new pay schedule would go into effect in November of 2020.

A decorative horizontal bar at the bottom of the slide, featuring a green-to-dark-green gradient. A thin black line is positioned just above the bar, starting from the left margin and extending towards the center.

Funding/Cost

Cost is estimated to be \$30,000.

Cost will be funded through adopted Fire Department budget by cost savings from participation in regional AFG Grant with Pflugerville Fire Department as well as deferring certain uniform and PPE purchases.

A decorative horizontal bar at the bottom of the slide, consisting of a light green gradient bar on top and a darker green gradient bar on the bottom, separated by a thin black line.

City of Taylor
Civil Service Pay Schedule CS-15
Effective November, 2020

Fire Department

Annual Salary/2912

Firefighter/EMT

Annual Salary/2080(Modify Pay)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BASE (0-2 yrs)	3 thru 5 years	6 thru 8 years	9 thru 11 years	12 thru 14 years	15 + years
1 mo to 24 mos.	24 -60 mos.	60-108 mos.	108-168 mos.	168-228 mos.	228 mos +
\$ 45,351.00	\$ 48,525.57	\$ 51,437.10	\$ 54,008.96	\$ 56,169.32	\$ 57,292.70
15.574	16.664	17.664	18.547	19.289	19.675
\$ 21.803	\$ 23.330	\$ 24.729	\$ 25.966	\$ 27.004	\$ 27.545

%					
Difference from prev step	7%	6%	5%	4%	2%

Driver / Operator

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BASE (0-4 yrs)	5 thru 7 years	8 thru 11years	12 thru 16 years	17 thru 21 years	22 + years
1 mo to 48 mos.	48-84 mos.	84-132 mos.	132-192 mos.	192-252 mos	252 mos +
\$ 49,570.42	\$ 52,047.90	\$ 54,648.34	\$ 57,380.76	\$ 60,255.10	\$ 63,267.86
17.023	17.874	18.767	19.705	20.692	21.727
23.832	25.023	26.273	27.587	28.969	30.417

Lieutenant

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
BASE (0-4 yrs)	5 thru 7 years	8 thru 10 years	11 thru 13 years	14 thru 17 years	18 thru 21 years	22 + years
1 mo to 48 mos.	48-84 mos.	84-120 mos.	120-156 mos.	156-204 mos.	204-252 mos	252 mos +
\$ 56,156.59	\$ 58,964.42	\$ 61,912.64	\$ 65,008.27	\$ 68,259.44	\$ 71,675.70	\$ 75,259.49
19.285	20.249	21.261	22.324	23.441	24.614	25.845
\$26.998	\$28.348	\$29.766	\$31.254	\$32.817	\$34.459	\$36.182

Assignment Pay:

Medical Officer - \$1,000.00/ year (.344/hour)

Inspector - \$475.00/ year (.164/hour)

Fire Investigator - \$300.00/ year (.104/ hour)

City of Taylor
Civil Service Pay Schedule CS-15
Effective October, 2020

Fire Department

Annual Salary/2912

Firefighter/EMT

Annual Salary/2080(Modify Pay)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BASE (0-2 yrs)	3 thru 5 years	6 thru 8 years	9 thru 11 years	12 thru 14 years	15 + years
1 mo to 24 mos.	24 -60 mos.	60-108 mos.	108-168 mos.	168-228 mos.	228 mos +
\$ 45,351.00	\$ 49,595.00	\$ 52,938.00	\$ 56,374.00	\$ 59,743.00	\$ 62,811.00
15.574	17.031	18.179	19.359	20.516	21.570
\$ 21.803	\$ 23.844	\$ 25.451	\$ 27.103	\$ 28.723	\$ 30.198

% Difference from prev step	9%	7%	6%	6%	5%
--------------------------------------	----	----	----	----	----

Driver / Operator

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BASE (0-4 yrs)	5 thru 7 years	8 thru 11years	12 thru 16 years	17 thru 21 years	22 + years
1 mo to 48 mos.	48-84 mos.	84-132 mos.	132-192 mos.	192-252 mos	252 mos +
\$ 49,570.42	\$ 52,047.90	\$ 54,648.34	\$ 57,380.76	\$ 60,255.10	\$ 63,267.86
17.023	17.874	18.767	19.705	20.692	21.727
23.832	25.023	26.273	27.587	28.969	30.417

Lieutenant

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
BASE (0-4 yrs)	5 thru 7 years	8 thru 10 years	11 thru 13 years	14 thru 17 years	18 thru 21 years	22 + years
1 mo to 48 mos.	48-84 mos.	84-120 mos.	120-156 mos.	156-204 mos.	204-252 mos	252 mos +
\$ 56,156.59	\$ 58,964.42	\$ 61,912.64	\$ 65,008.27	\$ 68,259.44	\$ 71,675.70	\$ 75,259.49
19.285	20.249	21.261	22.324	23.441	24.614	25.845
\$26.998	\$28.348	\$29.766	\$31.254	\$32.817	\$34.459	\$36.182

Assignment Pay:

Medical Officer - \$1,000.00/ year (.344/hour)

Inspector - \$475.00/ year (.164/hour)

Fire Investigator - \$300.00/ year (.104/ hour)

Salary Costs (not including benefits)

Employee	Date of Hire	Step	Current	90% all steps
BROCK, COLTON	6/5/17	2	\$ 44,477	\$ 49,595
COZZENS, BRIAN	10/28/19	1	\$ 42,357	\$ 45,351
DOMINGUEZ, NATHAN D.	2/27/17	2	\$ 44,477	\$ 49,595
SELLEARS, BRANDON	11/26/18	1	\$ 42,357	\$ 45,351
WAITS, JASON W	12/5/00	6	\$ 54,061	\$ 62,811
WILLENBORG, LOGAN	4/13/20	1	\$ 42,357	\$ 45,351
CULBERTSON, AARON	7/22/20	1	\$ 42,357	\$ 45,351
ANCHORS	10/__/20	1	\$ 42,357	\$ 45,351
VACANT		1	\$ 42,357	\$ 45,351
VACANT		1	\$ 42,357	\$ 45,351
Annual Cost			\$ 439,514	\$ 479,458

Not included - To be promoted:

SORRICK, RYAN L 10/21/13

90% Step 1
only

\$	48,525
\$	45,351
\$	48,525
\$	45,351
\$	57,292
\$	45,351
\$	45,351
\$	45,351
\$	45,351
\$	45,351

\$ 471,799

Will be promoted to Driver in Novemeber once Lieutenant vacancy filled



City Council Meeting October 22, 2020 Transmittal Letter

Agenda Item #: 9
Agenda Title: Receive an update from Williamson County regarding Capital Improvement Projects

STRATEGIC PILLAR

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

Council Action to be taken: Receive presentation

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

On this item, Council will receive a presentation from Mr. Bob Daigh, Sr., Director of Infrastructure for Williamson County. The purpose of this item will be to provide an update regarding the capital improvement projects in the immediate area.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Williamson County is the 5th fastest growing County in the state, due to the growth, our County heavily focuses on infrastructure projects. Recently in 2019 a \$477 million bond was approved by the voters for road improvements and quality of life projects.

Taylor receives a major benefit with having Williamson County Expo Center, which is managed by Williamson County. In the 2019 bond proposition, it included additions and improvements to the Expo Center. The facility has been instrumental with increasing regional and out of state tourism to Taylor. Any increases to sales tax, generated by additional spending, provides the benefit of reducing the city property tax rate for anyone owning property within Taylor.

Altogether this presentation will provide Council with updated information which can be share with everyone to keep them better informed on County projects.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
This presentation will inform Council and our residents regarding County projects in the immediate area. By receiving the	N/A

update we will all be better informed on current status of these projects.	
--	--

4. RECOMMENDATION

Receive presentation.

5. FUNDING SOURCE

Various County funding.

6. TIMELINE

Varies depending on the specific project.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

9a. [WILCO CIP update Power point presentation](#)

City of Taylor Infrastructure Update

October 2020



Williamson County EXPO Center

- New “Pavilion” is now open!
- <https://www.youtube.com/watch?v=ktOSHHona1U&t=7s>



CR 101
(US 79 to North of Chandler Road)

Anticipated Completion: Spring 2022

Original Contract Amount = \$13,092,842.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$13,092,842.00

Expenditures to Date = \$2,784,542.11 (21%)

CR 101

(US 79 to North of Chandler Road)



CR 101

(US 79 to North of Chandler Road)



CR 101 (US 79 to North of Chandler Road)





CR 366

CR 366

CHANDLER RD

95

N MAIN ST

WILLIAMSON COUNTY
EXPOSITION CENTER

BILL PICKETT TRL

CR 366

CR 367

CR 369

CR 369

OLD GEORGETOWN RD

DRW

NW CARLOS G PARKER BLVD

TAYLOR

397

NORTH BULL
BRANCH

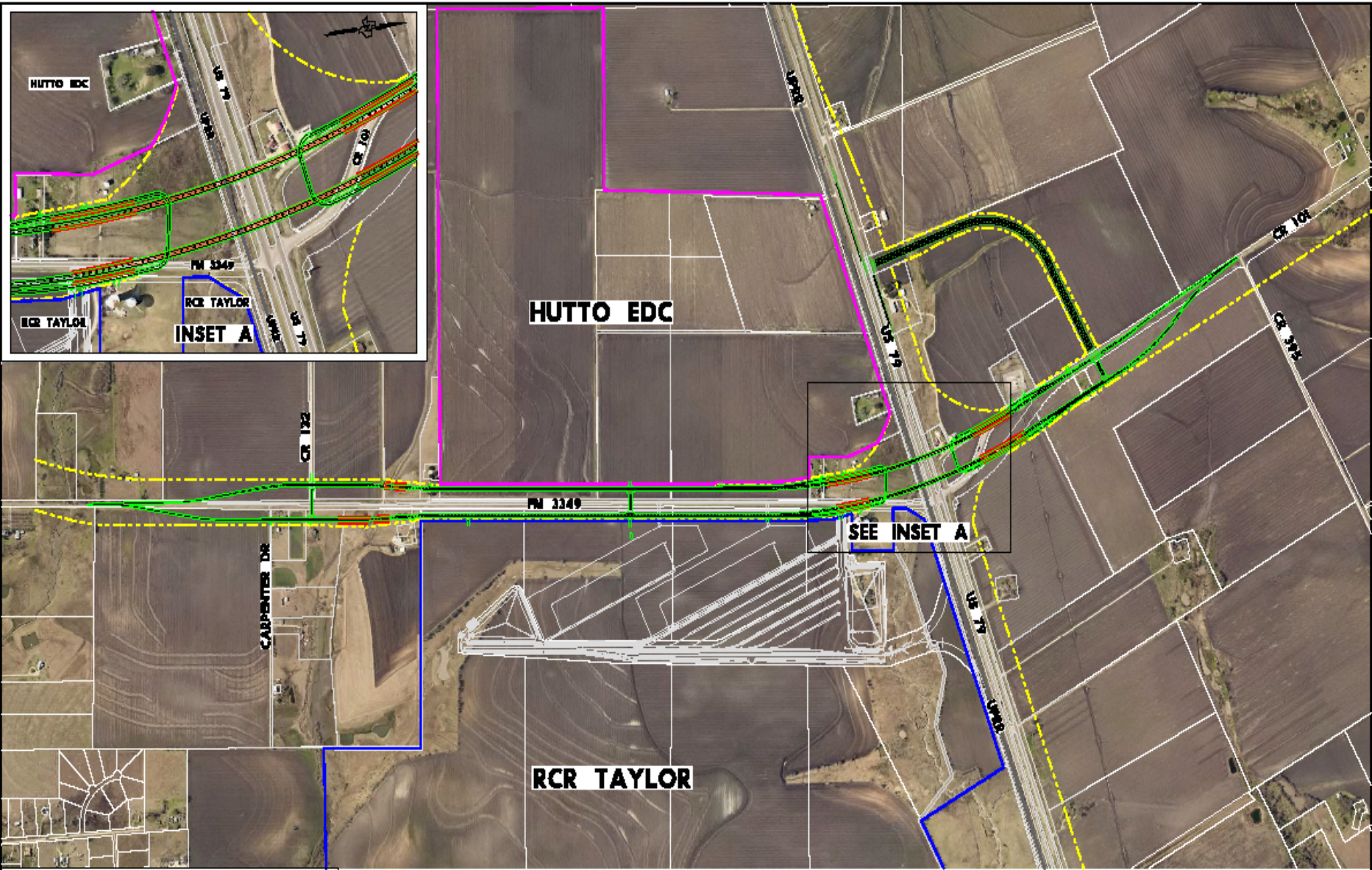
JUSTIN LN

RYDELL LN

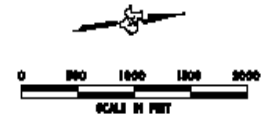
OAKLAWN DR
TYLER LN
DON HILL LN
BREWERS PL
JASON DR
WHISTLING WAY
MEADOW RIDGE DR
ROBIN LN
ZACHARY LN
MEADOW LN
MALLARD LN
SMITH AVE
GRACE ST
KENT ST
DELLINGER DR
GEORGE ST
STASNY ST
KIRK ST
GILMORE ST
LEXINGTON ST
FISHER ST

SHERRY DR
J M CUBA DR
PINEHURST DR
T H JOHNSON DR
CRYSTAL CIR
COTTONBOWL DR
TREY DR
N LYNN ST
BEL AIR ST
LATHAN LN
HEIGHTS BLVD
BIG SUR TRL
WIND CAVE DR
YELLOWSTONE DR
BIG BEND TRL
YOSEMITE TRL
DONNA DAVIS ST

ESTES PARK



- LEGEND**
- PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)
 - PROPOSED ROW
 - PROPOSED RETAINING WALL
 - PROPOSED FRONTAGE ROAD/CROSS STREET
 - PROPOSED BRIDGE
 - HUTTO EDC
 - RCR TAYLOR



PREPARED BY: PHILIP A. FULTON, PE#73469
DATE: JUNE 24, 2020

PRELIMINARY

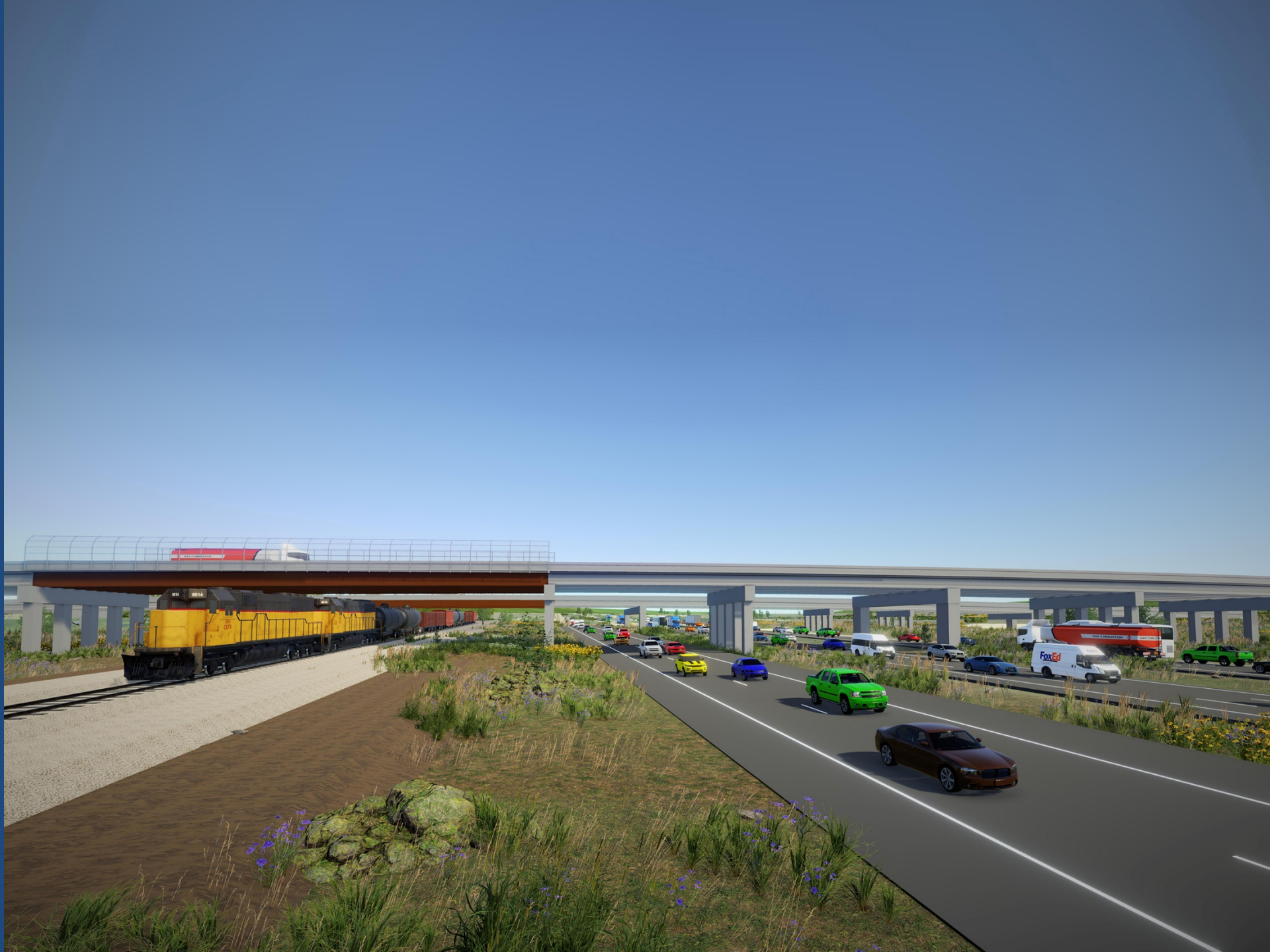
THIS PRINT IS FURNISHED FOR INFORMATION ONLY.
THE PLAN INFORMATION OR OTHER DATA SHOWN HEREON IS
SUBJECT TO CHANGE AND MUST NOT BE CONSTRUED AS FINAL.



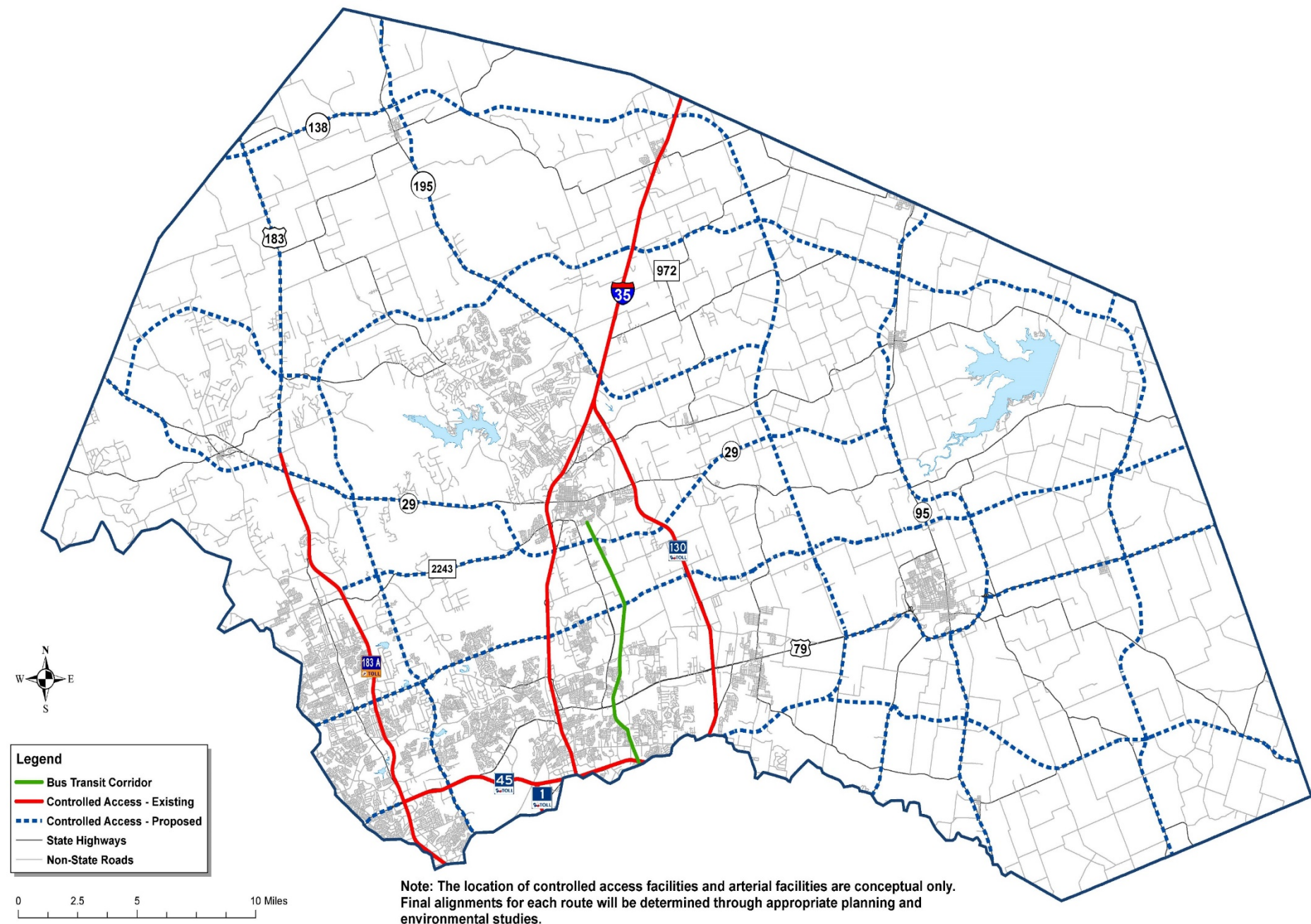
WILLIAMSON COUNTY
Tennessee

HDR
Engineering & Construction
1000 Highway 100
Suite 200
Franklin, TN 37067

**FM 3349 AT US 79
INTERCHANGE PHASE 1**



Conceptual Map of Proposed Controlled Access Facilities





City Council Meeting October 22, 2020 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 10
Agenda Title: Consider Telework Procedure for City employees

Council Action to be taken: Approve policy

Department Submitted: Human Resources

Staff Contact: Kim Peterson, Director, Human Resources & Civil Service

1. PURPOSE/DESCRIPTION

The purpose of the Telework Procedure is to provide a scheduling option for employees to support improved productivity, work-life balance, and support employee recruiting and retention as well as support organizational objectives related to continuity of service provision, air quality, reducing peak hour travel and save money for operations overhead.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor has gained significant experience in use of Teleworking schedules as a means of continuing operations while keeping employees and the public safe during the current COVID-19 outbreak. A survey in May of employees conducted by CPS Consultants indicates that 100% of employees working from home say that they have the technology and tools that they need, with 89% saying that their workload has remained the same or increased. 86% would prefer to work remotely part of the time when it is possible to return to work.

Telework is not intended to result in a reduction in customer service provided by City departments and departments operating customer reception desks are expected to maintain staffing presence for walk-in customers during normal business hours.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Provides a scheduling option for employees to support improved productivity, work-life balance, and support employee recruiting and retention. Telework can support these organizational objectives: • Support air quality • Reduce peak hour travel • Save money for overhead (fewer office resources required) • Increase employee productivity • Improve employee retention	• Community perception of a reduction in customer service or performance management from the City of Taylor • Possible issues related to coordination between employees, technology maintenance costs, or other operational issues.

4. RECOMMENDATION

Approve Telework Procedure as written or with modifications requested by Council.

5. FUNDING SOURCE

No additional costs identified to implement policy.

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

Do not approve the Telework Procedure

8. ATTACHMENTS

10a. [Power Point presentation](#)

10b. [Proposed Telework Procedure](#)

Telework Procedure

10/22/2020 City Council meeting



What is Telework?

- Working one or more days each work week at home instead of commuting to the work place.
- Telework may be used a few hours a day up to several days per week. It may be created for a temporary time period or it may be for a regular work schedule.
- It is flexible, but deliberate: boundaries are defined, expectations and schedules are set, and all City policies apply.



Purpose

- Telework is a scheduling option for employees to support improved productivity, work-life balance, and support employee recruiting and retention.
- Telework can support organizational objectives
 - Continuity of service provision
 - Air quality, reducing peak hour travel and
 - Save money for operations overhead.



Background

- Telework has previously been used intermittently for short term needs or while employee is out due to illness, etc.
- During COVID-19 outbreak, 30+ employees have teleworked intermittently for over 6 months
- Employee survey results (May, 2020, CPS Consulting):
 - 100% of employees working from home have technology & tools needed
 - 89% saying that their workload has remained the same or increased.
 - 86% would prefer to work remotely part of the time when it is possible to return to work.



Proposed Procedure

- No reduction in customer service; department reception desks are expected to maintain staffing presence for walk-in customers during normal business hours.
- Sets out responsibilities of supervisors and employees
- Requires documentation of the Telework schedule and approval by department management
- Requires teleworking employee to minimize distractions and retain safety, attendance and performance standards.
- Sets out technology support standards
- Allows termination of telework at any time.



Summary

Council approval of Telework Procedure recommended





Telework Procedure

DRAFT: October 2020

Overview	This procedure provides guidelines and requirements for establishing and managing effective telework opportunities. Telework is a voluntary, management work option, not an employee benefit. It is subject to management approval and support. Telework is not intended to result in a reduction in customer service provided by City departments and departments operating customer reception desks are expected to maintain staffing presence for walk-in customers during normal business hours.
Purpose	Provide a scheduling option for employees to support improved productivity, work-life balance, and support employee recruiting and retention. Telework can support these organizational objectives: • Support air quality • Reduce peak hour travel • Save money for overhead (fewer office resources required) • Increase employee productivity • Improve employee retention
DEFINITIONS	
Telework	Working one or more days each work week at home or at an office near home instead of commuting to a distant work place, including the associated changes in work structure required to create such an arrangement. Telework may be used a few hours a day up to several days per week. It may be created for a temporary time period or it may be for an extended period of time. It is flexible, but it is deliberate: boundaries are defined, expectations and schedules are set, and all City policies apply.

Home- based telework	Working in a space specifically set aside as an office in an employee's residence and the most frequently used form of telework.
Designated Assigned Office	The location of the office to which the employee would be assigned and report for work, when not teleworking.
Alternate Work Site	The location away from the designated headquarters where the employee establishes his/her telework office. May also be referred to as remote work site or teleworker office.
Telework Schedule	A telework schedule established to accommodate work from a site other than the designated headquarters. A telework relationship may be established as an on-going work schedule, anticipated to last three months or longer or as a short-term work schedule such as those necessitated by convalescence, family leave, or facility access constraints. Any requirements for time spent in the office will be included in the telework agreement based on the requirements of the position.
RESPONSIBILITIES	
City Manager or designee	• Approve significant changes to customer service delivery model associated with use of telework schedules
Department Director or designee	• Establish customer service standards and determine if teleworking is suitable for the department. If telework is allowed in department, may require educating customers on accessing city services. • May authorize employees to telework within established City guidelines tailored to the specific department requirements. The selection of work tasks, employees and supervisors appropriate for a telework schedule will be at the discretion of the department. • May designate responsibility for review and approval of the telework schedule within the department. • May approve allowable furniture, equipment and records that can be removed from a City office to be used or worked on from the alternate work site. All issued furniture and equipment will be recorded and returned to the office when the telework assignment ends.
Supervisor	• Review, evaluate and approve employee Telework Request Form and related documentation for a telework schedule. • Review current performance standards and revise, as needed, to accommodate a telework schedule. • Monitor and manage employee performance.

Telework Employee	• Complete required application forms to request a telework schedule and comply with all participation requirements. • An employee must forego teleworking if needed in the office on the regularly scheduled telework day. • Provide a safe and healthful environment in which to work. • In general, employee may be a full or part time employee including probationary employees if properly trained in job duties. • The Telework schedule is not a substitute for dependent care and an employee must make arrangements for dependent care so that the employee is available for work during their approved telework schedule. • In order to access City's Virtual Private Network (VPN), teleworker is required to have home wireless Internet connection. The employee may be required to use their own home or cellphones for work. • The Teleworker is expected to check e-mail periodically throughout the day and must be available via e-mail and phone. • The Teleworker must follow all current City policies and procedures. • For Time & Attendance, the Teleworker must timely turn in timesheets for work hours and leave requests for time not worked.
Human Resources Department	Assist departments in designing, implementing, and evaluating solutions to personnel issues related to teleworking.
Internal Services Department	Provide technology support to the teleworker within available resources during normal business hours. Technology support will generally be conducted from the office, by phone or remote connection to the teleworker's computer and the Internal Services representative will not provide on-site support at the teleworker's home or telework location.
PROCEDURES	
Application for a Telework Schedule	An employee may apply for a telework schedule by submitting a Telework Request Form to his or her immediate supervisor.
Evaluating the Telework Application	The supervisor or other department designee may review the application and related documents, using guidelines provided in this procedure and department standards for performance. Work appropriate to telework depends on job content, rather than job title, type of position, or work schedule. Jobs acceptable for telework are those that can be performed at an alternate work site without diminishing the quality of the work or disrupting the productivity of the office. There is no set of "correct" characteristics of telework-appropriate tasks. <u>Successful telecommuters</u> usually have responsibilities (in part or full) where the individual works alone or in meetings, for example: • Accounting, financial analysis, or data analysis

	• Report writing, editing, grant or case review • Word processing or data entry or programming • Research or planning • Telephone-intensive work • Able to participate in meetings through videoconferencing such as ZOOM or Teams Examples of work that <u>may not be suitable</u> telework include: • Requires frequent access to material that cannot be moved from regular office • Requires any special facilities or equipment • Requires costly security outside the regular office • Requires the performance of direct service for others, such as law enforcement, firefighting, fleet and vehicle repair, building maintenance, parks, road or utility maintenance • Requires close supervision or on-the-job training • Adds to the workload of other employees.	
Approval of the Telework Schedule	If the telework schedule request is considered eligible for approval, then the following steps will be followed: • A Self-Certification Safety Checklist for the Alternate Work Site is completed, signed, and dated by the employee. • A Telework Agreement is completed, signed and dated by the employee. • The supervisor or department designee reviews forms and, if approved, notifies the employee in writing that the telework schedule has been approved.	
Managing the Telework Schedule	CHANGES TO APPROVED SCHEDULE:	Business needs take precedence over telework days. An employee must forego teleworking if needed in the office on the regularly scheduled telework day. Telework employees may compress or flex their work schedules with approval of the supervisor. Overtime hours must be approved in advance by the supervisor.
	ACCEPTABLE TELEWORK WORKSITE:	The site requested as the employee's alternate work site must be approved in advance by the department supervisor. The employee must work at the designated headquarters when not at the alternate work site. The employee's supervisor shall ensure that the teleworker has an adequate work area when at the designated headquarters.

	LENGTH OF TIME:	Each department will determine the length of time appropriate for a telework agreement and state the term in the Telework Agreement.
	SCHEDULING:	Teleworkers need regular contact with supervisors and co-workers and access to specialized files and/or equipment. In addition, the supervisor and the teleworker must take actions to prevent the teleworker from becoming isolated from central office staff. Therefore, teleworkers are encouraged to spend a minimum of one day per week in the designated headquarters, except under unusual conditions.
	TIME AND ATTENDANCE:	In general, the employee is expected to keep the Department's core business hours. For non-exempt employees, departments shall maintain a record of actual hours teleworked. Each department shall establish and follow an explicit procedure for documenting hours of work. Examples include: • Verification by computer log-in and log-out times • The employee e-mails their supervisor when the employee begins work the workday and then e-mail again when the employee ends work that day. • Employee documentation in calendar of actual begin and end time of work.
	PERFORMANCE EVALUATION:	In general, Performance Review standards should remain the same whether an employee is performing work as a teleworker or works at the main office. The Performance Review standards may require some revision to ensure that they can be used as a basis of evaluation. Feedback meetings may be expanded to include more frequent meetings and/or review of the telework schedule to evaluate the effect of teleworking on performance. Each teleworker agreement shall be discussed and renewed through the employee's Performance Review. Additional review may be required when there is a major job change (such as a promotion) or there is a change in supervisor.
	STANDARDS OF CONDUCT:	Standards as defined by the City Personnel Policies apply in the telework relationship, to the alternate work site, and in all work done there on behalf of the City of

		Taylor.
	CONFIDENTIAL AND SENSITIVE INFORMATION:	Teleworkers are expected to adhere to all City of Taylor and department policies and procedures regarding security and confidentiality for the computer, its data and information, and any other information handled in the course of work.
	TECHNOLOGY ISSUES	The Teleworker must notify supervisor if internet or phone connection is down at the telework location. The employee may need to go into the office if there is insufficient workload at home.
	HEALTH AND SAFETY:	The City of Taylor recognizes the importance of the health and safety of its employees, and will provide a safe and healthful environment in which to work. Likewise, teleworkers must provide a safe and healthful environment in which to work. Teleworkers must ensure that the alternate work sites meet acceptable standards, and must complete a self-certification safety inspection form. Remote and teleworkers are covered under workers' compensation laws if the injury arises out of and in the course of employment. If an employee incurs a work-related injury while teleworking, the employee must notify his or her Supervisor or department designee immediately. All workers' compensation insurance claim forms must be submitted to the Human Resources Director immediately for appropriate action to be taken.
Termination of Telework Schedule	The department may terminate the telework schedule or any individual telework agreement for any reason, at any time. Whenever feasible, such notice will be provided at least 2 weeks prior to the termination of the schedule. The opportunity to participate in a telework schedule is offered only with the understanding that it is the responsibility of the employee to ensure that a proper work environment is maintained. Dependent care arrangements must not interfere with work. Personal disruptions such as non-business telephone calls and visitors must be kept to a minimum. Failure to maintain a proper work environment, as determined by department management, may provide cause for termination of the telework schedule or agreement. The participating employee may also request to terminate participation at any time. Management will make arrangements for the employee to begin working at the main office as quickly as possible, and when feasible, within 30 days of notification by the employee.	

Renewal of Telework Schedules	The telework schedule shall be reviewed annually, at a minimum, through the Performance Review process. There is no automatic right of the teleworker to continue teleworking and it is subject to performance review and business operations needs. The ability to telework is dependent upon the position and the department, and may be subject to change. A supervisor has no authority to require an employee to telework.
Technology	The teleworking employee must use City issued equipment for telework and related firewall and other security measures. The employee may not use personal computers or other technology. The exception is that the employee may use a home printer on occasion or come into the office to print documents as needed. If the home printer is used, the employee may request reimbursement for reasonable expenses associated with replacement ink cartridges or paper or related matters.
ATTACHMENTS	A. Teleworker Request Form B. Self-certification Safety Checklist for Alternate Work Site C. Teleworking Agreement



City of Taylor
Telework Request Form

Department: _____
Today's
Date: _____

Employee Name: _____ Title: _____
Supervisor's
Name: _____ Supervisor
Title: _____

Job Responsibilities

List Major Job Tasks:

Supervisor Notes:

Describe job tasks you propose do at alternate work site:

Briefly describe how telework will benefit the department and enhance your ability to meet business goals:

Proposed Telework Schedule

I would like to telework on the following day or days:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday
☐ Friday ☐ Saturday ☐ Sunday

On Telework Days, I would be available during the hours of

_____ a.m. / p.m. to
_____ a.m. /p.m.

Supervisor Notes:

Employee Signature

Date



City of Taylor Telework
**Self-certification Safety Checklist
for Alternate Work Site**

Department:

Date:

Employee Name:

Alternate Work

Address:

Please complete this safety checklist for your alternate work site.

SAFETY ASSESSMENT	Yes	No
Workplace Environment		
Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance?		
Are all stairs with four or more steps equipped with handrails?		
Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)?		
Are aisles, doorways, and corners free of obstructions to permit visibility and movement?		
Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?		
Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?		
Is the office space neat, clean, and free of excessive combustibles?		
Are floor surfaces clean, dry, level, and free of worn seams?		
Are carpets well secured to the floor and free of worn seams?		
Is there adequate reading light?		
Is there a functional (UL Approved) smoke alarm/detector?		
Is there a readily accessible (UL Approved) fire extinguisher?		
I understand that Safety inspections may be made of my alternate work site with prior notice, except in the case of emergency.		

SIGNATURE

Employee Signature	
Printed Name:	
Date:	



City of Taylor
Telework Agreement

Department:

Today's Date:

Employee Name:

Title:

I have read and understand the City of Taylor Telework Personnel Procedure, and agree to the duties, obligations, responsibilities and conditions for teleworkers described in that document.

I understand that telework days must be scheduled in advanced and approved by my supervisor. I agree, among other things, that I am responsible for performing my job duties within supervisor-approved telework work hours and furnishing and maintaining my work space in a safe manner. I have completed the Security Checklist (attached).

I understand that, at certain times, it may be necessary for my telework schedule to be revised to ensure critical deadlines are met or to attend meetings. Any change in the telework schedule must be pre-approved and documented.

I understand that telework is a voluntary option. I understand that I may notify my supervisor at any time that I no longer want to telework. I also understand that my supervisor may at any time change any or all of the conditions under which I am permitted to telework, or withdraw permission to telework.

Telework Schedule		
My regular telework schedule will be (specify designated lunch or breaks, as appropriate): ☐ On a weekly basis as indicated below ☐ On a monthly basis as indicated below ☐ No regular schedule – as needed and appropriate to work task		
	At designated headquarters	At alternate work site
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Communications resources		
As Needed:	At designated headquarters	At alternate work site
Telephone		
FAX		
E-mail Address		
Other:		

Employee Signature

Date