



AGENDA
CITY OF TAYLOR, TEXAS
CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET
JANUARY 23, 2025, 6:00 PM

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

1. Consider approval of the minutes from the January 7, 2025, special called joint City Council and Taylor Economic Development Corporation meeting and the January 9, 2025, regularly scheduled City Council meeting. *Lucy Aldrich*
2. Consider ratifying the City Manager's reappointment of Kimberly Hill to the Civil Service Commission. *Brian LaBorde, LaShon Gros*
3. Consider ratifying an Interlocal Agreement between Texas Municipal League Intergovernmental Risk Pool and the City of Taylor for an opt-in for Cyber Liability and Data Breach Response Coverage signed by the City Manager. *Nicole Oman*
4. Consider approval partially accepting (water/wastewater utilities) with conditions noted of subdivision infrastructure for the RCR Taylor Logistics Park. *Jim Gray, Scott Dunlop*
5. Consider acceptance of settlement agreement with Clark Wilson Builder GC. LLC., True Dynamic Site Solutions LLC., Dynamic Site Solutions and FCCI Insurance Company regarding damage to 27 inch city water main line at 3811 N. Main St. *Brian LaBorde*
6. Consider approval of Ordinance 2025-05 establishing Investment Zone No. 11. *Brian LaBorde*

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

7. Presentation on the Historical African-American Burial Section Monument Unveiling and Dedication at the Taylor Cemetery. *Morgan Cook*

8. Consideration with possible action on adding a Code Enforcement supervisor position in the Development Services Department. *Scott Dunlop*

EXECUTIVE SESSION

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development).

- a. TPDES Permit #WQ0016601001 GRBK Edgewood LLC and Rummel & Rhode Farms LTD
- b. Texas Local Government Code Chapter 43, Municipal Annexation
- c. Project Spear
- d. Local on Main (3811 N. Main) Planned Development Amendment
- e. Jonah Water Corporation CCN

Reconvene into open session and take any action.

ADJOURN

I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on January 17, 2025, and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted by: Lucy Aldrich Date: January 17, 2025



City Council Meeting January 23, 2025 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 1.

Agenda Title: Consider approval of the minutes from the January 7, 2025, special called joint City Council and Taylor Economic Development Corporation meeting and the January 9, 2025, regularly scheduled City Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Lucy Aldrich, City Clerk

1. PURPOSE / DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

NA

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
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4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. January 7, 2025, Joint Meeting with TEDC Minutes
2. January 9, 2025 with Conflict of Interest Form

City of Taylor
Special Called Joint Meeting Minutes
Taylor City Council And
Taylor Economic Development Corporation

Taylor Public Library, 801 Vance Street, Taylor Texas

January 7, 2025, 11:30 A.M.

Mayor Ariola called the meeting to order at 11:33 am and declared a quorum.

City of Taylor -

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

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Carly Pearson, Assistant City Manager
Lucy Aldrich, City Clerk

Absent – Council Member Gerald Anderson

TEDC –

Betty Day
Joe Burgess
Ben Willis
Kelly Cmerek
Rachael Westerman

Ben White
Regina Carlson

CITIZEN COMMUNICATION

There were no citizen communications.

REGULAR AGENDA

1. Receive Strategic Planning Presentation from Michael N’dolo and Kristopher Phillips with the MRB Group.

Michael N’dolo and Kristopher Phillips with MRB Group gave a presentation on the strategic planning project. City Council and the Economic Development Corporation board discussed how important it is to work together and keep the lines of communication open with each other and staff. This workshop was for discussion only. No action was taken.

ADJOURN

Mayor Ariola declared the meeting for the City Council adjourned at 12:53 P.M.

Lucy Aldrich, City Clerk

City of Taylor
Regularly Scheduled City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
January 9, 2025 at 6:00 p.m.

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

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

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Mark Schroeder, City Attorney
Lucy Aldrich, City Clerk

Absent: Council Member Gerald Anderson

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

- Dr. Martin Luther King, Jr. Day proclamation
Mayor Ariola read the proclamation and presented it to Chairman Shorty Mitchell and members of the Greater Taylor Area Reverend Dr. Martin Luther King, Jr., Celebration and March Committee.

CITIZENS COMMUNICATION

No one signed up to speak.

Mayor Ariola pulled Item #4 from the Consent Agenda for separate consideration.

CONSENT AGENDA

1. Consider approval of the minutes from the December 12, 2024, regular Council Meeting.
2. Consider approval of Ordinance 2025-03 regarding a request for an Employment Center Plan referred to as 427 Loop, generally located along the Western side of Carlos G. Parker Boulevard S.W. near the intersection of Carey Avenue, legally described as approximately 28.594 acres of land situated in the J.C. Eaves Survey, Abstract No. 214, more particularly described by the Williamson Central Appraisal District Parcel R019198, Taylor, Williamson County, Texas.
3. Consider approval of Ordinance 2025-04 regarding a request for a Neighborhood Plan referred to as The Foundry generally located at the intersection of Old Granger Road and North Main Street, legally described as a 10.69-acre tract of land in the J. Pharrass Survey, Abstract No. 495, more particularly described by the Williamson Central Appraisal District Parcel R102540, Taylor, Williamson County, Texas.
4. Consider approval of Resolution R25-01 Approving the City Investment Policy and Investment Strategy. (ITEM #4 CONSIDERED SEPARATELY)
5. Concur with Monthly Financial Report for November 2024.
6. Consider authorizing the City Manager or his designee to sign and submit a Subdivision Participation Form for the Kroger Opioid Settlement.

Motion was made by Mayor Pro Tem Cmerek to approve consent agenda items 1, 2, 3, 5, and 6 as presented. Motion was seconded by Councilwoman Cobb. Motion carried unanimously.

4. Consider approval of Resolution R25-01 Approving the City Investment Policy and Investment Strategy.

Mayor Pro Tem Cmerek filed a Conflict-of-Interest with the City Clerk and left the dais at 6:09 p.m. The conflict is identified as Mr. Cmerek being an employee of one of the businesses identified in Resolution 25-01.

Motion was made by Councilmember Garcia to approve Resolution R25-01 as presented. Motion was seconded by Councilwoman Cobb. Motion carried unanimously.

Mayor Pro Tem Cmerek returned to the dais at 6:11 p.m.

PUBLIC HEARING/ORDINANCES

7. Hold a public hearing and introduce Ordinance 2025-05 establishing Investment Zone No. 11.

Brian LaBorde, City Manager introduced Ben White with the Economic Development Corporation who presented the item. Mr. White advised that establishing the zone which allows for incentives to attract and/or retain economic development is a proactive approach as the City is in competition with other communities. Putting the zone around this area allows for the opportunity of tax abatement in the future. This action does not affect the land or taxes of the site.

Mayor Ariola opened the public hearing at 6:13 p.m. With no one speaking, Mayor Ariola closed the public hearing at 6:13 p.m.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, DESIGNATING REINVESTMENT ZONE NO. 11; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

8. Consideration with possible action regarding a First Amendment to Chapter 312 Tax Abatement Agreement with Soulbrain, TX LLC.

Ben White with the Economic Development Corporation – this item is for a minor change to the agreement with Soulbrain regarding the number of jobs created on day-one which is identified as 50 positions. The amendment is for a phased approach of the number of jobs over a five-year period that ultimately ends in 50 positions.

Dr. Park with Soulbrain was available to answer questions and provide additional information.

Motion was made by Councilmember Garcia to approve the First Amendment to Chapter 312 Tax Abatement Agreement with Soulbrain. Motion was seconded by Mayor Pro Tem Cmerek. Motion carried unanimously.

9. **Consideration with possible action on Ordinance 2025-02 regarding a request for a Special Use Permit to construct a 300-foot Cell Tower on property generally located at 118 Cratis Lane, legally described as the JM Caffey Subdivision, Block One, Lot One, approximately 2.031 acres, more particularly described by Williamson County Appraisal District Parcel R575270, Taylor, Williamson County, Texas.**

Scott Dunlop, Director of Development Services presented the item. Mayor Ariola invited the applicant Brian Sullivan with Crafton Communications to give a brief presentation. Staff recommended denial of the permit as the height of the cell tower exceeds what is allowed by ordinance.

Motion was made by Councilmember Garcia to deny Ordinance 2025-02. Motion was seconded by Councilwoman Cobb. Motion carried unanimously.

10. **Consideration approval of Ordinance 2025-01 regarding a proposed Voluntary Annexation of approximately 163.25 acres, on petition by the applicant, BGE, Inc., generally located at 1051 County Road 401, in the extraterritorial jurisdiction of the City of Taylor, more particularly described by the Williamson Central Appraisal District Parcels R620763, R620762, R019655, R019236, R019969, R655885, R381849, and the Official Public Records of Williamson County, Texas, Document No. 2019032467, 2019032468, and 2021187922, part of and out of the G.M. Reese Survey, Abstract No. 533, and the H.T. & B.R.R. Co. Survey, Abstract No. 315, Taylor Extraterritorial Jurisdiction, Williamson County, Texas..**

Scott Dunlop, Director of Development Services, presented the item and asked that City Council consider approval of the ordinance. He further identified that the parcel being annexed into the City borders both Council District 1 and Council District 2. Staff will be coming back to a future meeting to address the district this parcel should be placed in.

Motion was made by Councilmember Garcia to approve Ordinance 2025-01 as presented. Motion was seconded by Mayor Pro Tem Cmerek. Motion carried unanimously.

11. **Consideration with possible action on an Alternative Landscape Plan and to seek relief from mitigation through a fee in lieu of the Boxwood Two Site Development Plan, generally located at 2002 West 2nd Street, legally described as Boxwood Subdivision, Block One, Lot Three, 2.013 acres, more particularly described by Williamson Central Appraisal District Parcel R665492, Taylor, Williamson County, Texas.**

Scott Dunlop, Director of Development Services - this item is a request for an alternative landscape plan as the developer has identified that they are not able to accommodate all of the required trees on the property. Staff recommends a fee-in-lieu for the unmitigated trees in the amount of \$10,512. Planning and Zoning Commission recommends approval of the alternative plan without the fee-in-lieu.

Rachel Lowder with Turnstyle Homes spoke against any fees being accessed.

Larry Magehee with Turnstyle Homes spoke against any fees being accessed.

Motion was made by Councilmember Garcia to move forward with the approval of the alternative landscape plan as presented with no fees being accessed. Motion was seconded by Councilwoman Cobb. Motion carried unanimously.

12. Consideration with possible action regarding a Roadway Impact Fee credit for the Park 79 development located at 3500 W. 2nd Street, Taylor, Williamson County, Texas.

Scott Dunlop, Director of Development Services presented this item. Under the city's adopted Roadway Impact Fee ordinance, developments that construct eligible roadway infrastructure may apply for a credit against their assessed roadway impact fees in an amount not to exceed the cost of the eligible infrastructure. Part of the Park 79 Project's roadway improvements include constructing half of CR 401 extension north of US 79. CR 401 is part of the city's adopted 10-year roadway capital improvement plan (CIP) and is therefore eligible for roadway impact fee (RIF) credits pursuant to Section 25-139 of roadway impact fee ordinance 2023-20. The applicant submitted a sealed engineer's opinion of probable cost for the construction of CR 401. This opinion of probable cost was reviewed and verified by the city's engineer and recommended for approval. City staff recommends approval of a 100% roadway impact fee credit for the Park 79 development.

Jeff Stringer, the applicant, was available to answer questions and provide additional information.

Motion was made by Councilmember Garcia to approve 100% of the roadway impact fee credit for the Park 79 development project. Motion was seconded by Mayor Pro Tem Cmerek. Motion carried unanimously.

13. Consider Presentation with possible direction on the 2025 Debt Schedule Update.

Jeff Wood, Chief Financial Officer gave a brief presentation on the 2025 Debt Schedule. He was available to answer questions and provide additional information.

Motion was made by Councilmember Garcia to receive the 2025 Debt Schedule update as presented. Motion was seconded by Mayor Ariola. Motion carried unanimously.

City Council recognized Jeff Wood, Chief Financial Officer for his service to the City of Taylor and appreciates his dedication to the organization. They wished him the best in his upcoming retirement.

Mayor Ariola read the executive session items and adjourned into closed session at 7:33 p.m.

EXECUTIVE SESSION

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development).

- a. Waste Connections Lone Star, Inc., Agreement.
- b. City Manager Annual Evaluation.

Regular City Council Meeting Minutes

January 9, 2025

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Mayor Ariola reconvened into open session at 8:31 p.m. No action was taken.

ADJOURN

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

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk

LGC Sec 171.002

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City Council Meeting January 23, 2025 Transmittal Letter

STRATEGIC PILLAR

Quality of Life

Agenda Item Number: 2.

Agenda Title: Consider ratifying the City Manager's reappointment of Kimberly Hill to the Civil Service Commission.

Council Action to be Taken: Approve the ratification of the City Manager's re-appointment of Kimberly Hill to the Civil Service Commission.

Department Submitted: City Manager / Human Resources

Staff Contact: Brian LaBorde, City Manager
LaShon Gros, Director

1. PURPOSE / DESCRIPTION

This item is for Council to confirm the City Manager's re-appointment of Kimberly Hill to the Civil Service Commission for another 3-year term.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor adopted Civil Service for sworn Police and Firefighters in 2004, based on Chapter 143 of the Texas State Local Government Code. Local Government Code 143.006 states that the Civil Service Commission shall be appointed by the City Manager and confirmed by Council. Duties of the commission include adopting local Civil Service Rules and Regulations to comply with state law, review hiring and promotional processes and on occasion hear disciplinary appeals and conduct investigations into employment related matters.

Mr. LaBorde is recommending the re-appointment of Ms. Hill for another 3-year term ending January 31, 2028. She has been serving on the Civil Service Commission since 2019, and her second term expires January 31, 2025. The re-appointment of Ms. Hill ensures continuity on the commission.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
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4. RECOMMENDATION

Confirm Mr. LaBorde's re-appointment of Kimberly Hill to the Civil Service Commission for a 3-year term.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS

Do not approve the City Manager's appointment and continue soliciting applicants.

8. ATTACHMENTS

1. Civil Service Board Roster - January 2025
2. Kimberly Hill application_Redacted

Civil Service Board			01-2025	
Willing to be reappointed?	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
	3	Tammy Sharp	2-2022 (filled an unexpired term); 1-2023	1-2026
	3	Louis Cappozzoli	10-2024	1-2027
YES	3	Kimberly Hill	7-2019; 2022	1-2025

Staff liaison: LaShon Gros

Members: 3

Duties: To adopt rules regarding hiring and promotional processes, the disciplinary process, maintenance of personnel files, and other subjects as defined by Civil Service Law.

Appointed by: City Manager, ratified by Council

Meets: As needed.

At the July 28, 2022, Council meeting, Council voted to change the term dates for the commissioners from beginning their term in July to beginning their term in January, to align with LGC 143.006.



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name	Kimberly Hill
Address (Residence and Mailing)	
	216 West 10th Street
	Taylor, TX 76574
How long at this residence?	10 years
Phone (Home)	N/A
Cell Phone	512-269-3763
Fax	N/A
Email	[REDACTED]

Occupation	Disabled
Employer	N/A
Address	N/A
Work Phone	N/A
Business owner?	☐ Yes ☒ No
Additional information?	N/A

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Civil Service Commission

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I've had previous experiences in working with both Fire Department and Police Department with my
work experience in the Medical Field as well as volunteer experiences while in college. I have had
previous experiences serving on commissions and/or boards for Williamson County and Taylor ISD.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature Kimberly Hill Date June 6, 2019



City Council Meeting January 23, 2025 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 3.

Agenda Title: Consider ratifying an Interlocal Agreement between Texas Municipal League Intergovernmental Risk Pool and the City of Taylor for an opt-in for Cyber Liability and Data Breach Response Coverage signed by the City Manager.

Council Action to be Taken: Ratify an Interlocal Agreement with TMLIRP to continue Cyber Liability coverage.

Department Submitted: Internal Services

Staff Contact: Nicole Oman, Director

1. PURPOSE / DESCRIPTION

Since 2016, TML Risk Pool began offering Cyber Liability and Data Breach Response Coverage. Cyber Claims have increased in both frequency and severity. Due to cybercriminal activity being impossible to predict, the Pool nor any other insurer can rely on past patterns and trend to predict future losses. The Board of Trustees recently created a new Cyber Fund and approved changes to the Pool's Coverage structure. Members must elect to continue coverage or "opt-in" by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

It was recently identified that TMLIRP needed an Interlocal Agreement with the City to continue Cyber Liability and the deadline to submit had passed. In order to be covered immediately, the City Manager had to sign the agreement and get it returned to TMLIRP before the next City Council meeting scheduled for January 23, 2025.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
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4. RECOMMENDATION

Staff recommends City Council ratify the Interlocal Agreement to continue Cyber Liability and Data Breach Response Coverage.

5. FUNDING SOURCE

This is included in our FY25 budget in the amount of \$1,250.00 for the core+coverage.

6. TIMELINE

7. OTHER OPTIONS

8. ATTACHMENTS

1. Full mailout packet Core + - Band 1
2. TMLIRP Cyber Liability and Data Breach Response Interlocal Agreement



CRITICAL ALERT:
Cyber Liability and Data Breach Response Coverage

DATE: June 7, 2024
TO: All Members with Core+ (Band 1) Cyber Coverage
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering ***Cyber Liability and Data Breach Response Coverage (“Cyber Coverage”)***, cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That’s why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool’s Coverage structure, effective on October 1, 2024. ***Members must elect to continue coverage or “opt-in” by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.***

MEMBERS THAT DON’T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

1. A two-page flyer **explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.**
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A **new, separate Interlocal Agreement (contract)** to join the Pool’s new Cyber Fund.

Please review the above information.

If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

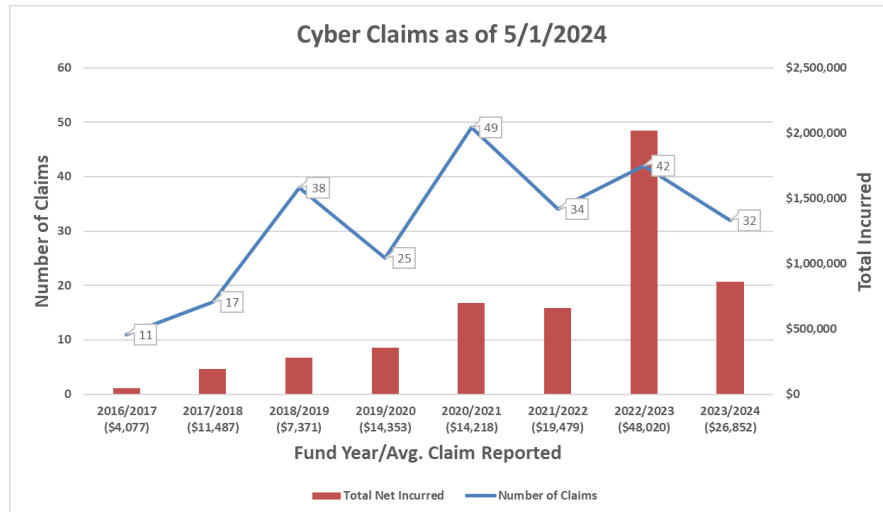
REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.



CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, **for those Members who opt-in and sign the Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.



The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the “Local Officials: *Stronger, Together* Podcast.”

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the “STP Podcast” link at the top of the page, and scroll down to Episode 9c.)



LIMIT PAGE

Your entity currently has **Core + Cyber** Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

*A limit of **\$25,000,000** is shared by all **Members** for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.*

	Core	Core+
Tower 1 - Limit of Liability*	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
Tower 2 - Limit of Liability	\$100,000	\$250,000
<u>First Party Loss</u>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<u>Third Party Loss</u>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<u>eCrime</u>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
Tower 3 - Limit of Liability	\$100,000	\$150,000
Breach Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
New 2024-25 Annual Contribution	\$1,000	\$1,250
<i>Previous 2023-24 Contribution</i>	<i>\$175</i>	<i>\$247.24</i>

**The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name City of Taylor
Name of Contact Nicole Oman Title Internal Services Director
Mailing Address 400 Porter St. Email Address nicole.oman@taylor.tx.gov
Street Address (if different from above) _____
City Taylor Zip 76574 Phone (512) 352-2247
☒ Nicole Oman
SIGNATURE OF AUTHORIZED MEMBER OFFICIAL
City Manager Date 1/7/25
Title _____
Member's Federal Tax I.D. Number 74-6002355
This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____
Member Name _____
Contract Number _____
SIGNATURE OF AUTHORIZED FUND OFFICIAL _____
Title _____ Date _____



City Council Meeting January 23, 2025 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 4.

Agenda Title: Consider approval partially accepting (water/wastewater utilities) with conditions noted of subdivision infrastructure for the RCR Taylor Logistics Park.

Council Action to be Taken: Consider partial acceptance for the water and wastewater utilities with conditional items noted.

Department Submitted: Public Works, Development Services

Staff Contact: Jim Gray, Director
Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

The purpose of this agenda item is to partially accept the public infrastructure completed for the RCR Taylor Logistics Park subdivision with the following:

- Partial Acceptance of Improvements. The Developer is seeking partial approval of the subdivision improvements. This will be only for water and wastewater utilities that have been constructed within the subdivision. The following is noted for partial acceptance.
 - All remaining infrastructure including but not limited to paving and drainage items shall be completed and accepted.
 - The warranty period for the public improvements shall not begin until all public improvements have been approved and accepted. It shall be the responsibility of the Developer/Contractor to ensure items currently in place are maintained.
- Conditions of the Partial Acceptance:
 - Outstanding items noted in the lift station and force main startup and testing to be completed. This includes a test report from Xylem (pump mfr.) and verification the dial out alarm system functions correctly and is approved by the City.
 - An updated set of record drawings to include the lift station and force main shall also be submitted.
 - A final Operation and Maintenance (O&M) Manual for the lift station shall be

approved by the City.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The RCR Taylor Logistics Park is a multi-phased industrial subdivision and railpark located generally within the southwest City limits along FM 3349 and abutting the existing Samsung Semiconductor tract. As part of the Subdivision Process, acceptance of the public infrastructure is required once construction of the improvements have been completed in accordance to City Ordinances. As of 1/15/25, the Developer has completed construction of the water and wastewater utilities; however, there are incomplete items pertaining to the streets and drainage that still require attention, therefore the Developer has requested to allow for partial acceptance of the improvements while continuing to address outstanding items pertaining to the streets and drainage. The items noted in the partial acceptance for this phase of the development have passed inspections, a construction final walkthrough has been completed including a testing and startup of the lift station and force main. The Developer has provided the required acceptance documentation per the City's Ordinances with a maintenance bond forthcoming once full acceptance is provided. It is again noted that the warranty period for the public improvements shall not begin until all public improvements have been approved and accepted. It shall be the responsibility of the Developer/Contractor to ensure items currently in place are maintained.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• N/A	• N/A

4. RECOMMENDATION

Staff recommends providing partial acceptance of the public infrastructure as outlined for the RCR Taylor Logistics Railpark including the conditional items noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

Commercial Planned Development Zoning Ordinance (Amended) Approved – July 28, 2022
Preliminary Plat Approved – July 21, 2022
Subdivision Improvement Plans Approved – August 15, 2023
Final Plat – September 9, 2023

7. OTHER OPTIONS

Require all conditional items to be completed and require remaining public improvement items

to be presented for complete approval at a later City Council meeting.
Do not partially accept infrastructure and require all items to be completed for full acceptance.

8. ATTACHMENTS

1. PZ 2022-1573 - RCR Taylor Logistics Park -Certificate of Partial Acceptance
2. RCR Taylor SIP Engineering Concurrence Letter_Sealed 20250115

CERTIFICATE OF PARTIAL ACCEPTANCE

PROJECT: RCR Taylor Logistics Park – Public Infrastructure Improvements
CONTRACTOR: W.T. Byler
CONTRACT FOR: Public Infrastructure Improvements

This CERTIFICATE OF PARTIAL ACCEPTANCE applies to all work under the Contract Documents or to the following specified parts thereof: **RCR Taylor Logistics Park public infrastructure improvements including: water, and wastewater utility improvements within the public ROW and Sanitary Lift Station and Force Main respectively.**

BY: 

Jacob E. Walker, P.E.
HDR Engineering, Inc.
City Engineer

FOR: The City of Taylor

TO: W.T. Byler
CONTRACTOR

The work to which this Certificate applies has been inspected by authorized representatives of **OWNER, CONTRACTOR, AND CITY**, and that work is hereby declared to be complete in accordance with the Contract Documents and is accepted by the City of Taylor on:

01/23/2025

Date of Acceptance



January 15, 2025

City of Taylor Development Services
400 Porter Street
Taylor, Texas 76574

RE: Engineer's Concurrence For Project Acceptance

Project: RCR Taylor Logistics Park – Public Infrastructure SIP (PZ 2022-1573)

Owner's Name & Address

Hydie McAlister – RCR Rail Co.
250 US-290 BUS, Hempstead, TX 77445

Engineer's Name & Address

Richard W. Heiges – RITD
35505 Cooper Rd, Brookshire, TX 77423

To whom it may concern:

I, the undersigned Professional Engineer in the State of Texas, met with representatives of the City of Taylor's Development Services Department, along with other City officials, representative from HDR Engineering, and the Project Contractor and made a visual inspection of the above referenced project. A punch list was provided to RITD by HDR that summarized the remaining items that would need attention in order to obtain full approval of the project construction. As of the date of this letter, the punch list items from the site walk related to water and wastewater facilities have been addressed by the contractor. I, therefore, recommend acceptance by the City of Taylor, Texas of the utilities that are included in this project.

Respectfully,

RICHARD W. HEIGES, PE/RPLS
Railroad Infrastructure & Terminal Development, LLC
RITD | Railroad Consulting | Engineering | Inspection
P.O. Box 1087 | 35505 Cooper Rd. | Brookshire, TX 77423
O: 281-392-4850 | F: 281-934-3530 | www.ritd-llc.com



01/15/2025



City Council Meeting January 23, 2025 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 5.

Agenda Title: Consider acceptance of settlement agreement with Clark Wilson Builder GC. LLC., True Dynamic Site Solutions LLC., Dynamic Site Solutions and FCCI Insurance Company regarding damage to 27 inch city water main line at 3811 N. Main St.

Council Action to be Taken: Consideration of settlement agreement

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE / DESCRIPTION

Clark Wilson Builder GC. LLC. developer of the 3811 N. Main St. multi-family development attempted to make a connection into the 27 inch main water line on 10/12/23 resulting in damage to the structure of the steel/concrete lined water main. Through the developer's insurance, a settlement was reached for the developer to procure and pay for a contractor (Rangeline Pipeline Services, LLC.) to make the necessary emergency repairs to the structure integrity of the line.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The developer has taken responsibility to repair and select a vendor with the expertise to repair such specialty line. The line has been compromised and the repair work is deemed an emergency to restore to its structural integrity.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Developer insurance to pay for repairs	•

4. RECOMMENDATION

Staff recommends approval of settlement agreement

5. FUNDING SOURCE

developer insurance

6. TIMELINE

7. OTHER OPTIONS

8. ATTACHMENTS

1. Agreement between City of Taylor & True Dynamic Site Solutions
2. Release and Agreement - 3811 N. Main (Waterline) True Dynamic Site Solutions

Agreement Between City of Taylor and True Dynamic Site Solutions

This Agreement ("Agreement") is entered into on this January ____, 2025, by and between the City of Taylor, Texas ("City"), and True Dynamic Site Solutions ("Contractor"), collectively referred to as the "Parties."

Recitals

WHEREAS, the Contractor damaged a City waterline located at or near 3811 N. Main Street, Taylor, Texas;

WHEREAS, an insurance claim was made to Contractor's insurance company and the insurance company agreed to pay the claim to the City for the cost of repairs, excluding the cost of the site civil support work;

WHEREAS, the Contractor has agreed to provide, at no cost to the City, site civil support services as needed by the City's third-party contractor, Rangeline, in order to repair damages to the city waterline caused by the Contractor's prior actions or omissions; and

WHEREAS, the City requires the Contractor to perform such site civil support work on a date and time specified by the City and Rangeline to ensure timely repair of the waterline;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Scope of Work

The Contractor shall self-perform all necessary site civil support services as needed by Rangeline for (1) the complete waterline repair, (2) to put the waterline back in service, and (3) to restore the site. This includes, but is not limited to, coordinating with and supporting Rangeline for the preparation and execution of the repair, preparing the site and excavations (3 total), necessary traffic control approved by TxDOT, all needed supporting materials, labor, electrical, lighting, air compressor, excavation dewater and working surface material in the excavation, post repair backfill, and site restoration. The Contractor shall be responsible for the designated items in the Rangeline quote the "Customer" is responsible for, which is included in Attachment A. For planning purposes, a general repair sequence is included in Attachment B.

2. Performance Requirements

The City will coordinate with Rangeline and notify the Contractor in writing of the date and time by which the civil site repair work must be performed. The Contractor shall execute preparation and repair activities as required to support the repair completion by the date completion established. The Contractor shall provide full-time around-the-clock support to Rangeline when the repair is underway until the repair is completed, and the waterline put back into normal service. The Contractor shall install a grout cover over the repair and backfill the excavations and restore

the site the day following the repair. The Contractor agrees to fully perform the required site civil support work in accordance with all applicable laws, regulations, and standards.

3. Liquidated Damages

If the Contractor fails to perform the required site civil support work as specified in paragraph 1 on the specified date and time, the Contractor agrees to pay the City liquidated damages in the amount of **\$156,000.00**. The Parties agree that the liquidated damages are a reasonable estimate of the costs and losses the City may incur due to the Contractor's failure to timely perform the site civil support work.

4. No Cost to City

The Contractor shall bear all costs, expenses, and liabilities associated with performing the site support work. Under no circumstances shall the City be responsible for any payments or reimbursements to the Contractor.

5. Indemnification

The Contractor shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the Contractor's failure to perform as required under this Agreement.

6. Term

This Agreement shall remain in effect until the repair work has been satisfactorily completed or any applicable liquidated damages have been paid.

7. Governing Law

This Agreement shall be governed by the laws of the State of Texas. Any disputes arising under this Agreement shall be resolved in a court of competent jurisdiction located in Williamson County, Texas.

8. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

City of Taylor, Texas

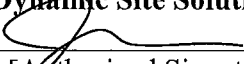
By: 

Name: Brian Laborde

Title: City Manager

Date: 1-10-25

True Dynamic Site Solutions

By: 

Name: [Authorized Signatory]

Title: [Title]

Date: 1-9-25

Attachments:

A – Rangeline Pipeline Services LLC Quote No. RPLS 24-087 Rev F

B – General Repair Sequence

Attachment A
Rangeline Pipeline Services, LLC Quote No. RPLS 24-087 Rev F



October 9, 2024

Quote No. RPLS 24-087 Rev F

HDR, Inc.
Troy.StTours@hdrinc.com

Tommy Knebel
512-297-9262
TKNEBEL@DSSATX.COM

Attn: Troy St. Tours
Phone: 512-460-7327

Re: Taylor, Texas – 27” B303 Pipe Repair and Valve Insertion

Rangeline will provide Epoxy Coated Line Stop fittings with Stainless Steel Hardware, unless otherwise specified and perform the following:

Unit	Size	Pipe Type	Double Line Stop With Bypass Water Main (80 PSI or less)	Line Stop Equipment Overnight charges After 7PM on 10 th Day “When Equipment is on the Pipe”
1	27”	RCCP	\$106,512.00 Each	\$1,750.00 Per Day

Note: Rangeline cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Rangeline will provide the following Material and Services:

Quantity	Description	Unit	Extended
1	24" RSGV Flg x FL w/ BG & Operation Nut Open Left	\$31,145.00	\$31,145.00
1	Labor and Material for 16” HDPE Bypass Piping up to 240’	\$69,847.00	\$69,847.00
2	27” Cylinder Plain End x 24” D Flange Reducer	\$11,731.00	\$23,462.00
2	27” Butt Strap w/ Grout Band	\$998.00	\$1,996.00
1	Weld Service for 1 – 24” Valve Cut-in, After Business Hours	\$10,707.00	\$10,707.00

Take-offs are provided as a courtesy only and we make no representation or warranty regarding their accuracy or completeness. You therefore remain responsible for verifying our calculations prior to manufacture and shipment. Any changes to the listed materials must be negotiated and will be charged based on our Standard Pricing.

Freight: FOB Origin, Pre-paid and Add

Prices are based on:

- Rangeline will provide (2) 16” 150# flanged outlets for customer to connect bypass piping to the 27” double line stop assembly. Customer must provide and install all bypass piping and related material if not selected with the purchase of this quote.
- Please allow 3 weeks’ notice for scheduling **after receipt of purchase order and/or approved drawings** to ensure availability. Projects that require shorter lead times may incur additional charges.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it’s O.D.
- Concrete Pressure Pipe materials are custom made. Once material order is placed, they are non-returnable.
- Rangeline may require a pre-construction meeting prior to scheduling any services.
- Price does not include “Sales Tax” on supplied material.

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- **Scheduled Night Work.** Normal daytime hours (7:00AM- 7:00 PM CST) Monday through Friday. Technician(s) will have a \$300.00 per hour after hours charge, portal-to-portal. Price includes all after-hours charges (excluding weekends and holidays) for this quote only, stand-by charges will still apply.
- Rangeline will allow (2) Mobilizations/De-Mobilizations to the jobsite per double line stop. Additional trips will be \$2,000.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- Rangeline will allow (1) Mobilizations/De-Mobilizations to the jobsite for each welding service. Additional trips will be \$1,500.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee please refer to Terms and Conditions #13 (Page 4). This includes weather related cancellations.
- Rangeline will allow each Line Stop to be left in place for (10) calendar day(s) or less. Each additional day will be charged as noted above including weekends. Days are Limited to no more than 14 days from the scope of the original quote. Any days needed past the 14th additional day will REQUIRE an approved Change Order before proceeding or equipment will have to be removed on the 14th day. The Change Order MUST be received by Rangeline prior to the 14th day.
- Stand-by charges will be billed at \$200.00 per hour / per technician during normal daytime hours and \$300.00 per hour / per technician during afterhours.
- Stand-by charges for equipment at \$1,750.00/per day.

This is a 7-page proposal. Please read it in its entirety, then sign and return page 7 prior to scheduling work.

Please see the attached page for the customer's responsibility.

Additional charges may be added for ID badges, security check-in or job postponements due to site events.

Above costs do not include office expense for extensive contract agreements.

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Sub-Contract agreements (when required) must be received by Rangeline Pipeline Services, LLC prior to starting work. Rangeline will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.

Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.

Quotation is valid for 31 days.

No retainage allowed.

If you have any questions, please feel free to contact our sales team in your region listed below:

Operations Manager
Noel Simental
(817) 727-3364 noel@rangeline.com

Scheduling Coordinator
Erika Goree
(682) 250-2153 egoree@rangeline.com

Gulf Coast Sales Manager
Tim Rodriguez
(713) 325-1111 trodriguez@rangeline.com

Product Line Manager
Ken Beul
(817) 247-7723 ken@rangeline.com

Thank you for the opportunity to quote your project!

Please visit our "NEW" website at www.rangeline.com

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

City of Taylor Responsibility ☒ **Flow rates of 1 ft/sec for Single position Line Stops or 2 ft/sec for Double position Line Stops shall not be exceeded while Line Stop heads are inserted. If the flow rates are higher than the above noted rates, the flow will need to be**

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lowered. These rates and flow direction will need to be confirmed by the customer, owner, and/or engineer before any Line Stop heads are inserted. Rangeline will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping which causes damage to the piping system. Owner and/or Engineer is responsible for all proper information. Flow Rate must be measured at the point of the line stop location. Please be advised that "NOT" knowing the flow direction or the feet per second conditions during the insertion of the Line Stop equipment may cause damage to the pipe and or Rangeline equipment. In the event this occurs Rangeline will be compensated for its time, material, equipment damage and services.

Dynamic Site Solutions

- Responsibility ☒ Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- ☒ 12' extension ladder, light pole, and pump for de-watering.
- ☒ Scheduling inspectors and obtaining permits as necessary.
- ☒ Labor assistance of 1 man to be supervised by Rangeline Technician(s).
- ☒ Installing additional materials supplied by others.
- ☒ Lifting equipment and an air compressor (185CFM) with personnel to operate.
- ☒ Removal and cleaning of all hazardous and/or explosive chemicals from pipeline on which welding service is to be done.
- ☒ Concrete support for the Tapping Valve if required.
- ☒ Concrete pipe anchor or mega lug joint restraint system if required.
- ☒ Concrete support for the Line Stop Fitting shall be at the minimal of 2 feet on each side of pipe, 1 foot underneath the pipe, and 2 feet past the line stop sleeve up to the crown of the pipe.
- ☒ Pipe O.D. measurements prior to ordering materials and scheduling.
- ☒ Pipe Cylinder O.D. measurements prior to ordering materials and scheduling.

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Dynamic Site Solutions

Responsibility ☒ Electric power and lighting as required.

☒ Clean-up and debris removal.

☒ Job-site supervisors and/or inspection.

☒ Labor & material for grouting.

Rangeline Pipeline Services, LLC. - Terms and Conditions

1. Rangeline has issued this quotation based upon all information provided by the Customer.
2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be for the account of Customer.
3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are

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booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.

4. In the case of unusual or non-typical pipe variations the customer will be subject to additional costs.
5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early. Time on site for calculating the base period and the additional days commences the day the technician or equipment are on the job site, and ends when equipment leaves the job site or customer's custody. Any additional days the equipment is on the job site will be paid by Customer at the per day charge quoted. When jobsite or travel days fall on weekends or holidays, the price quoted will be increased according to the job value.
6. Rangeline shall not be held liable for any back charges without prior written consent of Rangeline. Rangeline does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for Rangeline to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site.
7. Rangeline makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide Rangeline employees with safe working conditions prior to entering the work place.
8. Rangeline cannot take responsibility for actions other than its own employees. Rangeline will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in Rangeline's equipment or caused solely by the negligence of Rangeline employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of Rangeline and customer will indemnify and hold Rangeline harmless there from.
9. Rangeline makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.
10. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. Rangeline cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. NOTE: Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves.
11. In the case of unusual line stopping conditions, Rangeline may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system
12. Rangeline will provide Tapping and Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.
13. Customer shall pay for all costs and expenses incurred by Rangeline because of rescheduling or cancellation by the customer for any reason including inclement weather.
14. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. Rangeline cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.
15. All materials fabricated for PCCP & RCP pipes are non returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight and sales tax for all these items once ordered. These materials are custom ordered and "NON RETURNABLE".
16. The supply of bid and or performance bonds is excluded. We supply these bonds only when specifically stated on the quotation.
17. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. Rangeline does not allow retainage on any invoices.
18. Clerical errors are subject to correction.
19. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, Rangeline shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by Rangeline's liability insurance in effect at the time of such loss, etc., and Customer shall hold Rangeline harmless for any loss, etc., in excess of coverage. Rangeline will provide Customer a certificate of its liability insurance upon request.
20. In the event it becomes necessary for Rangeline to retain legal counsel to enforce its rights the customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred.
21. Rangeline shall not be held liable for any pipe which breaks or leaks as a result of material installation, tapping pipe, line stopping pipe or completion of line stop fitting. Rangeline follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.
22. Rangeline will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, Rangeline cannot be responsible for any lost or pieces of coupons which do not come out after the tap is performed.
23. Rangeline does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.
24. Prices & Payment

All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket and our delivery records. Failure to notify us of discrepancies in quantities/schedules prior to manufacturing of items invoiced constitutes irrevocable acceptance of the quantities and delivery schedule for the materials covered by the invoice. If you fail to make payments when due on any order, or if at any time we have any doubt about your intention or ability to pay, we may decline to make any further shipments on this or any other order with you. Our rights and remedies in this regard are not exclusive and we retain all other rights and remedies at law. Sales or use tax are not included in the prices set forth on the face of the Quotation or Order Acknowledgement. Prices for undelivered goods may be increased by Seller in the event of any increase in the cost to Seller of supplies, labor or services, or any increase in Seller's cost resulting from governmental or administrative action or any other cause beyond Seller's control. Invoices shall be deemed correct unless contested in writing within seven (7) business days of invoice date.

25. Delivery

Unless stated otherwise in a quotation by us, shipments are quoted F.O.B. jobsite. Rail shipments are based on minimum car load lots. Truck shipments are based on applicable state limit truck load lots. Delivery is tailgate, on board trucks unless otherwise specified. You agree to provide: (1) an unloading point accessible over roads acceptable to the carrier; (2) an area where unloading can be accomplished quickly and efficiently with standard unloading methods; (3) blocking and chocking if required for unloaded material; (4) indemnification of us and the carrier regarding liability for personal injury, including death and property damage resulting from unloading done under your direction; (5) flagmen and lights or warning devices if required by local agents,

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governmental laws, rules or regulations; (6) payment for unloading time in excess of one hour at the rate specified in the published tariff of the carrier making delivery; (7) adequate qualified labor and facilities to remove materials from truck. If any of the above are not provided, we reserve the right to stop deliveries until the condition is remedied. Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. We cannot guarantee precise delivery dates and we shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the delivery schedule against which the delivery was made. In the event delivery is required beyond curb lines, you will be responsible for any damage to curbs, sidewalks, driveways, or other property.

26. Warranty and Limitations

Our products are warranted to be manufactured in accordance with the specifications identified on the face of our Quotation or Order Acknowledgement and to be free of defects in workmanship or materials for a period of one (1) year after date of delivery. Any action for breach of contract arising from this Agreement must be commenced within one (1) year after the cause of action has arisen. Our responsibility under this warranty is limited to the repair or to the furnishing by us, above ground of a replacement of defective or non-conforming products, or to the allowance of a credit for such products, all at our option. WE ACCEPT NO RESPONSIBILITY FOR DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED. ANY DEFECTS IN PROJECT DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT WARRANTY OF TITLE. ITEMS MANUFACTURED FOR A PARTICULAR PROJECT ARE NOT SUBJECT TO RETURN FOR CREDIT. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND WHICH YOU MAY INCUR. OUR LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE MATERIALS IN QUESTION. THE WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL EXPRESSED AND IMPLIED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR SOLE RESPONSIBILITY IS AS STATED AND YOU ACKNOWLEDGE THAT YOU ARE PURCHASING OUR PRODUCTS SOLELY ON THE BASIS OF OUR WARRANTY AS SET FORTH HEREIN.

27. Damage In Transit

Shipments must be inspected by you before unloading to ascertain any damage enroute. Charges for inspections or tests are your expense. Shipping damage claims will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of the freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our responsibility terminates when the carrier accepts our products for transportation.

28. Indemnity

You expressly agree to indemnify, defend, and hold us harmless from and against all loss, expense, including attorney fees and damages arising from bodily injury to any person, including death resulting therefrom (whether to your employees or others) and damage to property caused by any of the Products after delivery to you or to your customer except to the extent caused by our gross negligence or willful misconduct.

29. Force Majeure

We are not responsible or liable for any delays or nonperformance in the event of fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials including energy requirements, failure of carriers to deliver either machinery, equipment or material, in the event any legislative, executive, or judicial act of any political or governmental authority substantially affects our operations, in the event we suspend or discontinue business for any reason, or any other reason beyond our control.

30. Cancellation Charges

In the event any order accepted by us in writing is cancelled by you, you shall be liable for and shall pay to us all charges incurred in connection with such order, including but not limited to the cost of all purchased materials, expenses incurred for the engineering, fabrication, production, and assembly of such materials and anticipated profits.

31. Governing Law

The contract formed pursuant to these terms, conditions, and specifications and the obligations thereby imposed on us and you shall be governed by and construed according to the laws of the State of Texas. You hereby expressly and irrevocably agree that we may bring any action or claim to enforce the contract formed pursuant to these Terms and Conditions in the State or Federal Court of competent jurisdiction for Dallas County, Texas, and you hereby irrevocably consent to jurisdiction in that Court. You hereby further irrevocably consent to service of process in accordance with the provisions of the laws of the State of Texas.

32. Miscellaneous

- a. Once we have accepted any order from you, in writing, all changes in the order must be in writing, showing the change and the order number. All costs for changes in the order will be at your expense, subject to the terms and conditions herein.
- b. Our failure to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of that or any other provision or of any of our rights under this Agreement, nor shall it constitute a waiver by us of any subsequent default by you in the performance of this Agreement.

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- c. Our field representative may, from time to time, be present on a job site where products you have purchased from us are being installed and he or she will be glad to work with you and be of assistance to you. The field representative, of course, has no authority to modify this Agreement or bind us however; and since the installation is your responsibility under your supervision or that of your customer or his contractor, we shall not be responsible for any instructions or technical advice in connection with the design, installation or use of the materials sold hereunder.
- d. You agree to pay any and all costs, expenses, and attorney fees which we may incur or become liable for by reason of our enforcing or attempting to enforce the terms of this Agreement, including lien claims and foreclosure of liens filed.
- e. Should any part or provision of this Agreement be declared invalid, unenforceable, illegal, or in conflict with any law, the validity and enforceability of the remaining or provisions shall not be affected.
- f. The prices listed are unit prices for the quantities listed. We reserve the right to change unit prices in the event of quantity changes.
- g. Neither this Agreement nor any of the rights or responsibilities arising hereunder may be assigned by you without our express written consent to the assignment.
- h. The services of a Layout Technician are included in our pricing for the initial submittal and one revision. Charges may be incurred if further revisions are required unless caused by our error.
- i. If we are required to store finished product thirty (30) days beyond a jointly agreed to delivery date, a storage charge of one and one-half (1.5%) percent per month will be assessed on the purchase price of the product stored.

Customer
Signature

Rangeline
Signature

Customer acknowledges and accepts all information regarding supplied quotation.

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Attachment B General Repair Sequence

The City requires that the shutdown for the pipe repair occurs on a Friday evening at 10:00 PM and the repair completed overnight. Preparation work that is required before the repair needs to be completed in the days prior to shutdown Friday evening. A general repair sequence follows below. The days and tasks may be shifted as coordinated with Rangeline and as required to complete the repair by the specified completion date and time.

Day 1:

1. Dynamic Site excavates at three locations to minimum specifications specified by Rangeline to prepare for line stops and pipe the repair.
2. Rangeline starts assembling the bypass line.
3. Dynamic Site support Rangeline as needed.

Day 2:

1. Rangeline installs pipe saddles on the pipe at the line stop locations. Rangeline will cut a coupon out of the pipe at the saddle locations to prepare for the line stops installation (this could be day 2 or 3).
2. Dynamic Site supports Rangeline as needed.
3. Dynamic site installs concrete thrust blocks under the saddles after they are installed. The concrete is to be high-strength fast cure concrete (24-hour cure time).
4. Rangeline assembles the bypass line as needed.

Day 3:

1. Rangeline assembles the bypass line as needed and Dynamic Site continues to provide support. The bypass is to be installed, tested and functional prior to shutting off the water flow in step 3.
2. The City of Taylor coordinates with the Brazos River Authority (BRA) to turn water supply pumps off at 10:00 PM. Note, the BRA water supply pumps provide water to two other large municipal customers.
3. Dynamic Site provides support to Rangeline throughout the repair.

4. Dynamic Site will maneuver the line stops into place as directed by Rangeline. Rangeline installs the line stops on the saddles and the bypass line is connected to the line stops.
5. The line stops are lowered into the pipe to stop flow and flow is introduced to the bypass line. Once the line stops have isolated the damage pipe, the City of Taylor will coordinate with the BRA to turn the water supply pumps back on.
6. Rangeline cuts out the damaged section of pipe.
7. Dynamic Site removes the damaged pipe from the excavation and lowers the new repair assembly with valve into place.
8. Rangeline welds the new assembly into place.
9. After the repair is complete, the City will coordinate with the BRA to turn off the water supply pumps.
10. Rangeline equalizes pressure on both sides of the line stops.
11. Rangeline will prepare the line stops for removal and Dynamic Site will lift and remove the line stops as directed by Dynamic Site.
12. The City coordinates with the BRA to turn the water supply pumps on.

Post Repair:

1. Dynamic Site install exterior mortar coating over the repaired pipe with diaper provided by Rangeline.

Dynamic Site backfills and compacts the excavation.

GENERAL RELEASE

The undersigned parties to this Release, to wit: City of Taylor, (hereinafter collectively referred to as the "Releasor"), Clark Wilson Builder GC, LLC, True Dynamic Site Solutions LLC, Dynamic Site Solutions and FCCI Insurance Company (hereafter collectively referred to as the "Releasee") hereby agree as follows:

WHEREAS, Releasor has filed a claim against Releasee due to an accident, incident or loss occurring on 10/12/2023 at 3811 N Main St, Taylor, 76574, in Williamson County, TX (hereafter "the Occurrence");

WHEREAS, the parties wish to compromise and settle all claims each may have against the other as a result of the Occurrence;

NOW, THEREFORE, the parties agree as follows:

SCOPE OF RELEASE

Releasor, for and on behalf of each and all of his/her/their respective present, former, and future successors, heirs, executors, administrators, guarantors, attorneys, representatives, insurers and assigns (all of whom are also hereinafter collectively referred to as the "Releasor"), for and in consideration of the sum of \$363,528.14 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby release, acquit, and forever discharge Releasee, and if Releasee is/are a corporation, all of its respective present, former and affiliated and subsidiary corporations, divisions and associations, and each and all of its present, former and future officers, directors, trustees, agents, employees, insurers, executors, personal representatives, managers, predecessors, successors, representatives and assigns (all of whom are also hereafter collectively referred to as the "Releasee") of and from any and all claims, demands, contracts, leases, guaranties, covenants, suits, causes of action, obligations, controversies, debts, costs, accounts, damages, judgments, losses and liabilities of whatever kind or nature, in law, equity, statutory or otherwise, whether known or unknown, which against them, or any of them, Releasor now has, had, may have had, or can, shall or may have which were or might or could have been asserted in connection with, arising out of or in any way relating to the Occurrence.

It is the intent of the undersigned Releasor that this is a general, complete, full, comprehensive and final release of any and all liability of the parties released herein arising from or out of any act performed or omitted by, or on behalf of the parties released herein prior to the date hereof, in any way relating to the Occurrence.

OWNERSHIP OF CAUSES OF ACTION

The undersigned Releasor hereby expressly warrants, represents and covenants to the parties released herein that Releasor is presently the legal owner and holder of the claims or causes of action released hereby, and that it has not heretofore expressly or impliedly assigned, transferred, pledged or otherwise disposed of any such rights, claims, demands, or causes of action being described herein and released hereby.

SATISFACTION OF LIENS

The undersigned Releasor further declares and represents that any and all hospital liens, worker's compensation liens, repairmen liens, attorney's liens, governmental liens and/or subrogation rights possessed by any third party have been or will be settled or released and that the undersigned hereby expressly agrees to hold harmless and indemnify the Releasee from any such liens or any action brought on account of such liens or subrogation rights, whether or not said actions allege or show negligence on the part of Releasee in determining the existence or validity of any such liens, said indemnification to include without limitation the amount of the lien(s) and Releasee attorney's fees expended in defending any such actions. Releasor hereby agrees that the proceeds of this settlement will be used to satisfy any such liens.

RELEASOR'S INITIALS

ENTIRE AGREEMENT

The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto and supersedes any prior oral or written agreements between the parties, and that the terms of the Release are contractual and not a mere recital.

The undersigned has read the foregoing Release and fully understands it.

Executed in Taylor, Williamson County, Texas this 19th
day of January, 2025

[Signature]
City of Taylor Representative, Releasor

Brian LaBorde, City Manager
PRINT OR TYPE NAME

N/A, Releasor

N/A

PRINT OR TYPE NAME

County of Williamson
State of Texas

BEFORE ME, the undersigned authority, personally appeared, Brian LaBorde
who, after being duly cautioned and sworn, depose(s) and
say(s) he/she/they has/have read the above Release and that he/she/they has/have set his/her/their hand(s) and seal(s)
thereto for the purposes therein expressed.

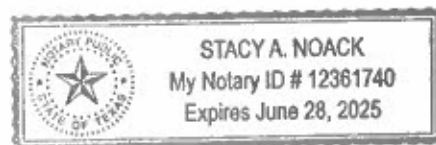
The foregoing instrument was acknowledged before me this 10th day of January, 2025
by Brian LaBorde;

☒ Who is/are personally known to me or
☐ Who produced the following identification _____ and
☐ Who did take an oath or
☐ Who did not take an oath.

[Signature]
SIGNATURE OF NOTARY

Stacy A Noack
PRINT OR TYPE NAME OF NOTARY
(NOTARY SEAL)

My Commission Expires: June 28, 2025



Alabama Claimants	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION, FINES, OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.
Arkansas Workers' Compensation Claimants	ANY PERSON OR ENTITY WHO WILLFULLY AND KNOWINGLY MAKES ANY MATERIAL FALSE STATEMENT OR REPRESENTATION, WHO WILLFULLY AND KNOWINGLY OMITTS OR CONCEALS ANY MATERIAL INFORMATION, OR WHO WILLFULLY AND KNOWINGLY EMPLOYS ANY DEVICE, SCHEME, OR ARTIFICE FOR THE PURPOSE OF OBTAINING ANY BENEFIT OR PAYMENT, DEFEATING OR WRONGFULLY INCREASING OR WRONGFULLY DECREASING ANY CLAIM FOR BENEFIT OR PAYMENT, OR OBTAINING OR AVOIDING WORKERS' COMPENSATION COVERAGE OR AVOIDING PAYMENT OF THE PROPER INSURANCE PREMIUM, OR WHO AIDS AND ABETS FOR ANY OF SAID PURPOSES, UNDER THIS CHAPTER SHALL BE GUILTY OF A CLASS D FELONY. FIFTY PERCENT (50%) OF ANY CRIMINAL FINE IMPOSED AND COLLECTED UNDER THIS SUBDIVISION (A)(1) OR SUBDIVISION (A)(2) OF THIS SECTION SHALL BE PAID AND ALLOCATED IN ACCORDANCE WITH APPLICABLE LAW TO THE DEATH AND PERMANENT TOTAL DISABILITY TRUST FUND ADMINISTERED BY THE WORKERS' COMPENSATION COMMISSION.
Arkansas Claimants	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.
Florida Claimants	ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.
Florida Workers' Compensation Claimants	ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY EMPLOYER OR EMPLOYEE, INSURANCE COMPANY, OR SELF-INSURED PROGRAM, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION COMMITS INSURANCE FRAUD, PUNISHABLE AS PROVIDED IN S. 817.234.
Indiana Claimants	A PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURER FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION COMMITS A FELONY.
Kansas Workers' Compensation Claimants	WARNING: ACCEPTANCE OF EMPLOYMENT WITH A DIFFERENT EMPLOYER THAT REQUIRES THE PERFORMANCE OF ACTIVITIES YOU HAVE STATED YOU CANNOT PERFORM BECAUSE OF THE INJURY FOR WHICH YOU ARE RECEIVING TEMPORARY DISABILITY BENEFITS COULD CONSTITUTE FRAUD AND COULD RESULT IN LOSS OF FUTURE BENEFITS AND RESTITUTION OF PRIOR WORKERS COMPENSATION AWARDS AND BENEFITS PAID.
Kentucky Claimants	ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.
Louisiana Claimants	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.
Louisiana Workers' Compensation Claimants	NOTICE: IF THE EMPLOYEE IS RESPONDING TO INQUIRIES ABOUT PREVIOUS INJURIES, DISABILITIES OR OTHER MEDICAL CONDITIONS, THEN THE EMPLOYEE IS HEREBY ADVISED THAT HIS OR HER FAILURE TO ANSWER TRUTHFULLY MAY RESULT IN HIS OR HER FORFEITURE OF WORKER'S COMPENSATION BENEFITS UNDER R.S. 23:1208.1.
Maryland Claimants	ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.
Ohio Claimants	ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.
Oklahoma Workers' Compensation Claimants	ANY PERSON OR ENTITY WHO MAKES ANY MATERIAL FALSE STATEMENT OR REPRESENTATION, WHO WILLFULLY AND KNOWINGLY OMITTS OR CONCEALS ANY MATERIAL INFORMATION, OR WHO EMPLOYS ANY DEVICE, SCHEME, OR ARTIFICE, OR WHO AIDS AND ABETS ANY PERSON FOR THE PURPOSE OF: (1) OBTAINING ANY BENEFIT OR PAYMENT, (2) INCREASING ANY CLAIM FOR BENEFIT OR PAYMENT, OR (3) OBTAINING WORKERS' COMPENSATION COVERAGE UNDER THE ADMINISTRATIVE WORKERS' COMPENSATION ACT, SHALL BE GUILTY OF A FELONY PUNISHABLE PURSUANT TO SECTION 1663 OF TITLE 21 OF THE OKLAHOMA STATUTES.
Oklahoma Claimants	WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Pennsylvania Claimants	ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.
Pennsylvania Automobile Insurance Claimants	ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE OR DEFRAUD ANY INSURER FILES AN APPLICATION OR CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION SHALL, UPON CONVICTION, BE SUBJECT TO IMPRISONMENT FOR UP TO SEVEN YEARS AND PAYMENT OF A FINE OF UP TO \$15,000.
Tennessee Workers' Compensation Claimants	IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO ANY PARTY TO A WORKERS' COMPENSATION TRANSACTION FOR THE PURPOSE OF COMMITTING FRAUD. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.
Tennessee Claimants	IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.
Texas Workers' Compensation Claimants	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.
Virginia Claimants	IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.
Washington D.C. Claimants	WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.
Harbor Worker and Longshore Workers' Compensation Claimants	ANY CLAIMANT OR REPRESENTATIVE OF A CLAIMANT WHO KNOWINGLY AND WILLFULLY MAKES A FALSE STATEMENT OR REPRESENTATION FOR THE PURPOSE OF OBTAINING A BENEFIT OR PAYMENT UNDER CHAPTER 33 U.S.C.A. § 901 et. seq. SHALL BE GUILTY OF A FELONY, AND ON CONVICTION THEREOF SHALL BE PUNISHED BY A FINE NOT TO EXCEED \$10,000, BY IMPRISONMENT NOT TO EXCEED FIVE YEARS, OR BY BOTH.
All State Claimants	WARNING: SOME STATE LAWS REQUIRE THAT THE INSURER ADVISE ALL CLAIMANTS OF THE FOLLOWING: UNDER MOST STATE LAWS, A PERSON WHO KNOWINGLY AND WITH THE INTENT TO DEFRAUD AN INSURANCE COMPANY SUBMITS A CLAIM OR DOCUMENTATION IN SUPPORT OF A CLAIM CONTAINING MATERIALLY FALSE, INCOMPLETE OR MISLEADING INFORMATION, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT THE PERSON TO CRIMINAL AND/OR CIVIL PENALTIES.

Agreement Between City of Taylor and True Dynamic Site Solutions

This Agreement ("Agreement") is entered into on this January ____, 2025, by and between the City of Taylor, Texas ("City"), and True Dynamic Site Solutions ("Contractor"), collectively referred to as the "Parties."

Recitals

WHEREAS, the Contractor damaged a City waterline located at or near 3811 N. Main Street, Taylor, Texas;

WHEREAS, an insurance claim was made to Contractor's insurance company and the insurance company agreed to pay the claim to the City for the cost of repairs, excluding the cost of the site civil support work;

WHEREAS, the Contractor has agreed to provide, at no cost to the City, site civil support services as needed by the City's third-party contractor, Rangeline, in order to repair damages to the city waterline caused by the Contractor's prior actions or omissions; and

WHEREAS, the City requires the Contractor to perform such site civil support work on a date and time specified by the City and Rangeline to ensure timely repair of the waterline;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Scope of Work

The Contractor shall self-perform all necessary site civil support services as needed by Rangeline for (1) the complete waterline repair, (2) to put the waterline back in service, and (3) to restore the site. This includes, but is not limited to, coordinating with and supporting Rangeline for the preparation and execution of the repair, preparing the site and excavations (3 total), necessary traffic control approved by TxDOT, all needed supporting materials, labor, electrical, lighting, air compressor, excavation dewater and working surface material in the excavation, post repair backfill, and site restoration. The Contractor shall be responsible for the designated items in the Rangeline quote the "Customer" is responsible for, which is included in Attachment A. For planning purposes, a general repair sequence is included in Attachment B.

2. Performance Requirements

The City will coordinate with Rangeline and notify the Contractor in writing of the date and time by which the civil site repair work must be performed. The Contractor shall execute preparation and repair activities as required to support the repair completion by the date completion established. The Contractor shall provide full-time around-the-clock support to Rangeline when the repair is underway until the repair is completed, and the waterline put back into normal service. The Contractor shall install a grout cover over the repair and backfill the excavations and restore

the site the day following the repair. The Contractor agrees to fully perform the required site civil support work in accordance with all applicable laws, regulations, and standards.

3. Liquidated Damages

If the Contractor fails to perform the required site civil support work as specified in paragraph 1 on the specified date and time, the Contractor agrees to pay the City liquidated damages in the amount of **\$156,000.00**. The Parties agree that the liquidated damages are a reasonable estimate of the costs and losses the City may incur due to the Contractor's failure to timely perform the site civil support work.

4. No Cost to City

The Contractor shall bear all costs, expenses, and liabilities associated with performing the site support work. Under no circumstances shall the City be responsible for any payments or reimbursements to the Contractor.

5. Indemnification

The Contractor shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the Contractor's failure to perform as required under this Agreement.

6. Term

This Agreement shall remain in effect until the repair work has been satisfactorily completed or any applicable liquidated damages have been paid.

7. Governing Law

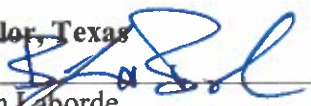
This Agreement shall be governed by the laws of the State of Texas. Any disputes arising under this Agreement shall be resolved in a court of competent jurisdiction located in Williamson County, Texas.

8. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

City of Taylor, Texas

By: 

Name: Brian Laborde

Title: City Manager

Date: 1-10-25

True Dynamic Site Solutions

By: 

Name: [Authorized Signatory]

Title: [Title]

Date: 1-9-25

Attachments:

A – Rangeline Pipeline Services LLC Quote No. RPLS 24-087 Rev F

B – General Repair Sequence

Attachment A

Rangeline Pipeline Services, LLC Quote No. RPLS 24-087 Rev F



October 9, 2024

Quote No. RPLS 24-087 Rev F

HDR, Inc.
Troy.StTours@hdrinc.com

Attn: Troy St. Tours
 Phone: 512-460-7327

Tommy Knebel
 512-297-9262
TKNEBEL@DSSATX.COM

Re: Taylor, Texas – 27" B303 Pipe Repair and Valve Insertion

Rangeline will provide Epoxy Coated Line Stop fittings with Stainless Steel Hardware, unless otherwise specified and perform the following:

Unit	Size	Pipe Type	Double Line Stop With Bypass Water Main (80 PSI or less)	Line Stop Equipment Overnight charges After 7PM on 10 th Day "When Equipment is on the Pipe"
1	27"	RCCP	\$106,512.00 Each	\$1,750.00 Per Day

Note: Rangeline cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Rangeline will provide the following Material and Services:

Quantity	Description	Unit	Extended
1	24" RSGV Flg x FL w/ BG & Operation Nut Open Left	\$31,145.00	\$31,145.00
1	Labor and Material for 16" HDPE Bypass Piping up to 240'	\$69,847.00	\$69,847.00
2	27" Cylinder Plain End x 24" D Flange Reducer	\$11,731.00	\$23,462.00
2	27" Butt Strap w/ Grout Band	\$998.00	\$1,996.00
1	Weld Service for 1 – 24" Valve Cut-in, After Business Hours	\$10,707.00	\$10,707.00

Take-offs are provided as a courtesy only and we make no representation or warranty regarding their accuracy or completeness. You therefore remain responsible for verifying our calculations prior to manufacture and shipment. Any changes to the listed materials must be negotiated and will be charged based on our Standard Pricing.

Freight: FOB Origin, Pre-paid and Add

Prices are based on:

- Rangeline will provide (2) 16" 150# flanged outlets for customer to connect bypass piping to the 27" double line stop assembly. Customer must provide and install all bypass piping and related material if not selected with the purchase of this quote.
- Please allow 3 weeks' notice for scheduling **after receipt of purchase order and/or approved drawings** to ensure availability. Projects that require shorter lead times may incur additional charges.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Concrete Pressure Pipe materials are custom made. Once material order is placed, they are non-returnable.
- Rangeline may require a pre-construction meeting prior to scheduling any services.
- Price does not include "Sales Tax" on supplied material.

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- **Scheduled Night Work.** Normal daytime hours (7:00AM- 7:00 PM CST) Monday through Friday. Technician(s) will have a \$300.00 per hour after hours charge, portal-to-portal. Price includes all after-hours charges (excluding weekends and holidays) for this quote only, stand-by charges will still apply.
- Rangeline will allow (2) Mobilizations/De-Mobilizations to the jobsite per double line stop. Additional trips will be \$2,000.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- Rangeline will allow (1) Mobilizations/De-Mobilizations to the jobsite for each welding service. Additional trips will be \$1,500.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee please refer to Terms and Conditions #13 (Page 4). This includes weather related cancellations.
- Rangeline will allow each Line Stop to be left in place for (10) calendar day(s) or less. Each additional day will be charged as noted above including weekends. Days are Limited to no more than 14 days from the scope of the original quote. Any days needed past the 14th additional day will REQUIRE an approved Change Order before proceeding or equipment will have to be removed on the 14th day. The Change Order MUST be received by Rangeline prior to the 14th day.
- Stand-by charges will be billed at \$200.00 per hour / per technician during normal daytime hours and \$300.00 per hour / per technician during afterhours.
- Stand-by charges for equipment at \$1,750.00/per day.

This is a 7-page proposal. Please read it in its entirety, then sign and return page 7 prior to scheduling work.

Please see the attached page for the customer's responsibility.

Additional charges may be added for ID badges, security check-in or job postponements due to site events.

Above costs do not include office expense for extensive contract agreements.

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Sub-Contract agreements (when required) must be received by Rangeline Pipeline Services, LLC prior to starting work. Rangeline will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.

Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.

Quotation is valid for 31 days.

No retainage allowed.

If you have any questions, please feel free to contact our sales team in your region listed below:

Operations Manager
Noel Simental
(817) 727-3364 noel@rangeline.com

Scheduling Coordinator
Erika Goree
(682) 250-2153 egoree@rangeline.com

Gulf Coast Sales Manager
Tim Rodriguez
(713) 325-1111 trodriguez@rangeline.com

Product Line Manager
Ken Beul
(817) 247-7723 ken@rangeline.com

Thank you for the opportunity to quote your project!

Please visit our “NEW” website at www.rangeline.com

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

City of Taylor Responsibility ☒ **Flow rates of 1 ft/sec for Single position Line Stops or 2 ft/sec for Double position Line Stops shall not be exceeded while Line Stop heads are inserted. If the flow rates are higher than the above noted rates, the flow will need to be**

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lowered. These rates and flow direction will need to be confirmed by the customer, owner, and/or engineer before any Line Stop heads are inserted. Rangeline will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping which causes damage to the piping system. Owner and/or Engineer is responsible for all proper information. Flow Rate must be measured at the point of the line stop location. Please be advised that "NOT" knowing the flow direction or the feet per second conditions during the insertion of the Line Stop equipment may cause damage to the pipe and or Rangeline equipment. In the event this occurs Rangeline will be compensated for its time, material, equipment damage and services.

Dynamic Site Solutions

- Responsibility
- ☒ Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
 - ☒ 12' extension ladder, light pole, and pump for de-watering.
 - ☒ Scheduling inspectors and obtaining permits as necessary.
 - ☒ Labor assistance of 1 man to be supervised by Rangeline Technician(s).
 - ☒ Installing additional materials supplied by others.
 - ☒ Lifting equipment and an air compressor (185CFM) with personnel to operate.
 - ☒ Removal and cleaning of all hazardous and/or explosive chemicals from pipeline on which welding service is to be done.
 - ☒ Concrete support for the Tapping Valve if required.
 - ☒ Concrete pipe anchor or mega lug joint restraint system if required.
 - ☒ Concrete support for the Line Stop Fitting shall be at the minimal of 2 feet on each side of pipe, 1 foot underneath the pipe, and 2 feet past the line stop sleeve up to the crown of the pipe.
 - ☒ Pipe O.D. measurements prior to ordering materials and scheduling.
 - ☒ Pipe Cylinder O.D. measurements prior to ordering materials and scheduling.

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Dynamic Site Solutions

Responsibility ☒ Electric power and lighting as required.

☒ Clean-up and debris removal.

☒ Job-site supervisors and/or inspection.

☒ Labor & material for grouting.

Rangeline Pipeline Services, LLC. - Terms and Conditions

1. **Rangeline** has issued this quotation based upon all information provided by the Customer.
2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be for the account of Customer.
3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are

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booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.

4. In the case of unusual or non-typical pipe variations the customer will be subject to additional costs.
5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early. Time on site for calculating the base period and the additional days commences the day the technician or equipment are on the job site, and ends when equipment leaves the job site or customer's custody. Any additional days the equipment is on the job site will be paid by Customer at the per day charge quoted. When jobsite or travel days fall on weekends or holidays, the price quoted will be increased according to the job value.
6. Rangeline shall not be held liable for any back charges without prior written consent of Rangeline. Rangeline does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for Rangeline to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site.
7. Rangeline makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide Rangeline employees with safe working conditions prior to entering the work place.
8. Rangeline cannot take responsibility for actions other than its own employees. Rangeline will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in Rangeline's equipment or caused solely by the negligence of Rangeline employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of Rangeline and customer will indemnify and hold Rangeline harmless there from.
9. Rangeline makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.
10. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. Rangeline cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. NOTE: Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves.
11. In the case of unusual line stopping conditions, Rangeline may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system
12. Rangeline will provide Tapping and Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.
13. Customer shall pay for all costs and expenses incurred by Rangeline because of rescheduling or cancellation by the customer for any reason including inclement weather.
14. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. Rangeline cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.
15. All materials fabricated for PCCP & RCP pipes are non returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight and sales tax for all these items once ordered. These materials are custom ordered and "NON RETURNABLE".
16. The supply of bid and or performance bonds is excluded. We supply these bonds only when specifically stated on the quotation.
17. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. Rangeline does not allow retainage on any invoices.
18. Clerical errors are subject to correction.
19. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, Rangeline shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by Rangeline's liability insurance in effect at the time of such loss, etc., and Customer shall hold Rangeline harmless for any loss, etc., in excess of coverage. Rangeline will provide Customer a certificate of its liability insurance upon request.
20. In the event it becomes necessary for Rangeline to retain legal counsel to enforce its rights the customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred.
21. Rangeline shall not be held liable for any pipe which breaks or leaks as a result of material installation, tapping pipe, line stopping pipe or completion of line stop fitting. Rangeline follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.
22. Rangeline will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, Rangeline cannot be responsible for any lost or pieces of coupons which do not come out after the tap is performed.
23. Rangeline does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.
24. Prices & Payment

All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket and our delivery records. Failure to notify us of discrepancies in quantities/schedules prior to manufacturing of items invoiced constitutes irrevocable acceptance of the quantities and delivery schedule for the materials covered by the invoice. If you fail to make payments when due on any order, or if at any time we have any doubt about your intention or ability to pay, we may decline to make any further shipments on this or any other order with you. Our rights and remedies in this regard are not exclusive and we retain all other rights and remedies at law. Sales or use tax are not included in the prices set forth on the face of the Quotation or Order Acknowledgement. Prices for undelivered goods may be increased by Seller in the event of any increase in the cost to Seller of supplies, labor or services, or any increase in Seller's cost resulting from governmental or administrative action or any other cause beyond Seller's control. Invoices shall be deemed correct unless contested in writing within seven (7) business days of invoice date.

25. Delivery

Unless stated otherwise in a quotation by us, shipments are quoted F.O.B. jobsite. Rail shipments are based on minimum car load lots. Truck shipments are based on applicable state limit truck load lots. Delivery is tailgate, on board trucks unless otherwise specified. You agree to provide: (1) an unloading point accessible over roads acceptable to the carrier; (2) an area where unloading can be accomplished quickly and efficiently with standard unloading methods; (3) blocking and chocking if required for unloaded material; (4) indemnification of us and the carrier regarding liability for personal injury, including death and property damage resulting from unloading done under your direction; (5) flagmen and lights or warning devices if required by local agents,

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governmental laws, rules or regulations; (6) payment for unloading time in excess of one hour at the rate specified in the published tariff of the carrier making delivery; (7) adequate qualified labor and facilities to remove materials from truck. If any of the above are not provided, we reserve the right to stop deliveries until the condition is remedied. Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. We cannot guarantee precise delivery dates and we shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the delivery schedule against which the delivery was made. In the event delivery is required beyond curb lines, you will be responsible for any damage to curbs, sidewalks, driveways, or other property.

26. Warranty and Limitations

Our products are warranted to be manufactured in accordance with the specifications identified on the face of our Quotation or Order Acknowledgement and to be free of defects in workmanship or materials for a period of one (1) year after date of delivery. Any action for breach of contract arising from this Agreement must be commenced within one (1) year after the cause of action has arisen. Our responsibility under this warranty is limited to the repair or to the furnishing by us, above ground of a replacement of defective or non-conforming products, or to the allowance of a credit for such products, all at our option. WE ACCEPT NO RESPONSIBILITY FOR DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED. ANY DEFECTS IN PROJECT DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT WARRANTY OF TITLE. ITEMS MANUFACTURED FOR A PARTICULAR PROJECT ARE NOT SUBJECT TO RETURN FOR CREDIT. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND WHICH YOU MAY INCUR. OUR LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE MATERIALS IN QUESTION. THE WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL EXPRESSED AND IMPLIED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR SOLE RESPONSIBILITY IS AS STATED AND YOU ACKNOWLEDGE THAT YOU ARE PURCHASING OUR PRODUCTS SOLELY ON THE BASIS OF OUR WARRANTY AS SET FORTH HEREIN.

27. Damage In Transit

Shipments must be inspected by you before unloading to ascertain any damage enroute. Charges for inspections or tests are your expense. Shipping damage claims will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of the freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our responsibility terminates when the carrier accepts our products for transportation.

28. Indemnity

You expressly agree to indemnify, defend, and hold us harmless from and against all loss, expense, including attorney fees and damages arising from bodily injury to any person, including death resulting therefrom (whether to your employees or others) and damage to property caused by any of the Products after delivery to you or to your customer except to the extent caused by our gross negligence or willful misconduct.

29. Force Majeure

We are not responsible or liable for any delays or nonperformance in the event of fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials including energy requirements, failure of carriers to deliver either machinery, equipment or material, in the event any legislative, executive, or judicial act of any political or governmental authority substantially affects our operations, in the event we suspend or discontinue business for any reason, or any other reason beyond our control.

30. Cancellation Charges

In the event any order accepted by us in writing is cancelled by you, you shall be liable for and shall pay to us all charges incurred in connection with such order, including but not limited to the cost of all purchased materials, expenses incurred for the engineering, fabrication, production, and assembly of such materials and anticipated profits.

31. Governing Law

The contract formed pursuant to these terms, conditions, and specifications and the obligations thereby imposed on us and you shall be governed by and construed according to the laws of the State of Texas. You hereby expressly and irrevocably agree that we may bring any action or claim to enforce the contract formed pursuant to these Terms and Conditions in the State or Federal Court of competent jurisdiction for Dallas County, Texas, and you hereby irrevocably consent to jurisdiction in that Court. You hereby further irrevocably consent to service of process in accordance with the provisions of the laws of the State of Texas.

32. Miscellaneous

- a. Once we have accepted any order from you, in writing, all changes in the order must be in writing, showing the change and the order number. All costs for changes in the order will be at your expense, subject to the terms and conditions herein.
- b. Our failure to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of that or any other provision or of any of our rights under this Agreement, nor shall it constitute a waiver by us of any subsequent default by you in the performance of this Agreement.

Rangeline Pipeline Services, LLC.
Corporate Office * (682) 250-2153
1150 Blue Mound Rd W Ste 824
Haslet, TX 76052



- c. Our field representative may, from time to time, be present on a job site where products you have purchased from us are being installed and he or she will be glad to work with you and be of assistance to you. The field representative, of course, has no authority to modify this Agreement or bind us however, and since the installation is your responsibility under your supervision or that of your customer or his contractor, we shall not be responsible for any instructions or technical advice in connection with the design, installation or use of the materials sold hereunder.
- d. You agree to pay any and all costs, expenses, and attorney fees which we may incur or become liable for by reason of our enforcing or attempting to enforce the terms of this Agreement, including lien claims and foreclosure of liens filed.
- e. Should any part or provision of this Agreement be declared invalid, unenforceable, illegal, or in conflict with any law, the validity and enforceability of the remaining or provisions shall not be affected.
- f. The prices listed are unit prices for the quantities listed. We reserve the right to change unit prices in the event of quantity changes.
- g. Neither this Agreement nor any of the rights or responsibilities arising hereunder may be assigned by you without our express written consent to the assignment.
- h. The services of a Layout Technician are included in our pricing for the initial submittal and one revision. Charges may be incurred if further revisions are required unless caused by our error.
- i. If we are required to store finished product thirty (30) days beyond a jointly agreed to delivery date, a storage charge of one and one-half (1.5%) percent per month will be assessed on the purchase price of the product stored.

Customer

Signature _____

Rangeline

Signature _____

Customer acknowledges and accepts all information regarding supplied quotation.

Rangeline Pipeline Services, LLC.

Corporate Office * (682) 250-2153

1150 Blue Mound Rd W Ste 824

Haslet, TX 76052

Attachment B General Repair Sequence

The City requires that the shutdown for the pipe repair occurs on a Friday evening at 10:00 PM and the repair completed overnight. Preparation work that is required before the repair needs to be completed in the days prior to shutdown Friday evening. A general repair sequence follows below. The days and tasks may be shifted as coordinated with Rangeline and as required to complete the repair by the specified completion date and time.

Day 1:

1. Dynamic Site excavates at three locations to minimum specifications specified by Rangeline to prepare for line stops and pipe the repair.
2. Rangeline starts assembling the bypass line.
3. Dynamic Site support Rangeline as needed.

Day 2:

1. Rangeline installs pipe saddles on the pipe at the line stop locations. Rangeline will cut a coupon out of the pipe at the saddle locations to prepare for the line stops installation (this could be day 2 or 3).
2. Dynamic Site supports Rangeline as needed.
3. Dynamic site installs concrete thrust blocks under the saddles after they are installed. The concrete is to be high-strength fast cure concrete (24-hour cure time).
4. Rangeline assembles the bypass line as needed.

Day 3:

1. Rangeline assembles the bypass line as needed and Dynamic Site continues to provide support. The bypass is to be installed, tested and functional prior to shutting off the water flow in step 3.
2. The City of Taylor coordinates with the Brazos River Authority (BRA) to turn water supply pumps off at 10:00 PM. Note, the BRA water supply pumps provide water to two other large municipal customers.
3. Dynamic Site provides support to Rangeline throughout the repair.

4. Dynamic Site will maneuver the line stops into place as directed by Rangeline. Rangeline installs the line stops on the saddles and the bypass line is connected to the line stops.
5. The line stops are lowered into the pipe to stop flow and flow is introduced to the bypass line. Once the line stops have isolated the damage pipe, the City of Taylor will coordinate with the BRA to turn the water supply pumps back on.
6. Rangeline cuts out the damaged section of pipe.
7. Dynamic Site removes the damaged pipe from the excavation and lowers the new repair assembly with valve into place.
8. Rangeline welds the new assembly into place.
9. After the repair is complete, the City will coordinate with the BRA to turn off the water supply pumps.
10. Rangeline equalizes pressure on both sides of the line stops.
11. Rangeline will prepare the line stops for removal and Dynamic Site will lift and remove the line stops as directed by Dynamic Site.
12. The City coordinates with the BRA to turn the water supply pumps on.

Post Repair:

1. Dynamic Site install exterior mortar coating over the repaired pipe with diaper provided by Rangeline.

Dynamic Site backfills and compacts the excavation.



City Council Meeting January 23, 2025 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 6.

Agenda Title: Consider approval of Ordinance 2025-05 establishing Investment Zone No. 11.

Council Action to be Taken: Approve Ordinance 2025-05.

Department Submitted: City Manager and Taylor Economic Development Corporation.

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE / DESCRIPTION

In accordance with CH 312 of the Texas Tax Code, City is required to hold a public hearing to designate a Reinvestment Zone, Zone #11, Taylor Port Zone, prior to consider any tax abatements for any developments. The purpose for such zone is to allow for incentives to attract and/or retain economic development.

The request for such zone is to be considered for Lot 3B (called 26.292 acres) of RCR Taylor Logistics Park Replat of Phase 2, Block 2, Lot 3, as recorded in Instrument No. 2023055776 of the Official Public Records of Williamson County, Texas. Seven-day notice of such public hearing was published in the newspaper prior to Council consideration.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

This is a CH 312 reinvestment zone out of the Local Government Code and such zone is required prior to any incentive agreement consideration. Any incentive agreement after creation of the zone will need Council approval.

Ben White, President/CEO, Taylor Economic Development Corporation will be in attendance to answer any questions with regards such zone creation.

City Council held a public hearing at the January 9, 2025, meeting.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
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• Recruit economic development	•
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4. RECOMMENDATION

Approve Ordinance 2025-05.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. Ordinance Designating Tax Abatement Reinvestment Zone No. 11
2. Notice of Public Hearing-Classifieds-122924REV

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, DESIGNATING REINVESTMENT ZONE NO. 11; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

WHEREAS, the City Council of the City of Taylor, Texas, has caused notice to be published in a newspaper having general circulation in the City and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone described herein; and

WHEREAS, the City Council of the City of Taylor, Texas, has conducted a public hearing on the designation of the area described herein as a reinvestment zone on January 9th, 2025 at 6:00 p.m. in the Council Chambers at the City Hall at which interested parties were allowed to speak and present evidence for or against the designation;

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

SECTION 1. That the City Council of the City of Taylor, Texas, finds that the area described herein will, if designated as a reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the City. The City Council further finds that the improvements sought are feasible and practicable and would be of benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement.

SECTION 2. That pursuant to the provisions of Section 312.201 of the Texas Tax Code, the real property described in Exhibit “A” and made a part hereof for all purposes, is hereby designated as a reinvestment zone and for identification is assigned the name “Reinvestment Zone No. 11” or “Taylor Port Zone”.

SECTION 3. That the property within Reinvestment Zone No. 11 is eligible for commercial-industrial tax abatement effective on January 1, 2025. The designation of Reinvestment Zone No. 11 does not obligate the City of Taylor to enter any tax abatement agreement with any person or entity for the abatement of taxes for any real or personal property located in Reinvestment Zone No. 11, nor does it obligate the City of Taylor to enter any agreements with any person or entity for the City to provide any incentives.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinance or as amended hereby, which shall remain in full force and effect.

SECTION 5. That all ordinances of the City of Taylor in conflict with the provisions of this Ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

SECTION 6. That this ordinance shall take effect immediately from and after its passage and the publication, as the law and charter in such cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, ON THIS THE ____TH DAY OF _____ 2025.

CITY OF TAYLOR, TEXAS

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

Mark Schroeder, City Attorney

EXHIBIT "A"

BEGINNING at a 5/8 inch iron rod found with ID. Cap (RITD, LLC - RPLS 6452) for the southwest corner of Lot 3B (called 26.292 acres) of RCR Taylor Logistics Park Replat of Phase 2, Block 2, Lot 3, as recorded in Instrument No. 2023055776 of the Official Public Records of Williamson County, Texas for the northwest corner hereof, common with the northwest corner of said RCR Taylor Logistics Park Lot 3A (called 20.120 acres), also being on an east line of the Possession and Use Agreement Between RCR Taylor Land, L.P. & Williamson County, Texas Tract called 12.327 acres as recorded in Instrument No. 2021124409 of said Official Public Records, being the east right-of-way line of FM 3349;

THENCE along the south and west lines of said Phase 2, Block 2, Lot 3B, for north and east lines hereof, being along the north and east lines of said Lot 3A, the following calls:

S 82° 20' 49" E, 113.81 feet to a 5/8 inch iron rod found with ID. Cap (RITD, LLC - RPLS 6452) for an angle point hereof and of said Lot 3B;

N 72° 58' 00" E, 1060.08 feet to a 5/8 inch iron rod found with ID. Cap (RITD, LLC - RPLS 6452) for an interior corner of Phase 2, Lot 3B common with the north corner hereof;

S 17° 02' 00" E, 416.36 feet to a 5/8 inch iron rod found with ID. Cap (RITD, LLC – RPLS 6452) for an angle point hereof and being in the west line of RCR Taylor Logistics Park Amending Plat 3 Phase 1, Lot 1A3 (called 102.19 acres) recorded in Document No. 2023095246 of the Official Public Records of Williamson County, Texas;

S 07° 36' 04" W, 1545.14 feet to a 5/8 inch iron rod found with ID. Cap (RITD, LLC - RPLS 6452) For a tangent point hereof and of Phase 1 Lot 1A3, being at the beginning of a curve to the right;

THENCE along an east line hereof, common with a west line of Phase1, Lot 1A3, being along said curve to the right, through a central angle of 65° 01' 18", having a radius of 55.00 feet, a chord of S 40° 06' 43" W, 59.12 feet, for an arc distance of 62.42 feet to a 5/8 inch iron rod found for a tangent point hereof, and of said Phase 1 Lot 13A, at the end of said curve to the right;

THENCE along a south line hereof and the north line of Lot 1A3, S 72° 37' 23" W, 540.39 feet to a 5/8 inch iron rod found for a tangent point hereof and of said Phase 1, Lot 1A3, at the beginning of a curve to the left;

THENCE along an east line hereof and a west line of Phase 1 Lot 1A3, being along said curve to the left, through a central angle of 64° 56' 10", having a radius of 80.00 feet, a chord of S 40° 09' 35" W, 85.89 feet, for an arc distance of 90.67 feet to a 5/8 inch iron rod found with ID. Cap (RITD, LLC – RPLS 6452) for a tangent point hereof, and of said Phase 1, Lot1A3, and at the end of said curve to the left;



City Council Meeting January 23, 2025 Transmittal Letter

STRATEGIC PILLAR

Quality of Life

Agenda Item Number: 7.

Agenda Title: **Presentation on the Historical African-American Burial Section Monument Unveiling and Dedication at the Taylor Cemetery.**

Council Action to be Taken: Receive an update and presentation on the African-American Burial Section Monument and the Cemetery Grave Location App

Department Submitted: Cemetery

Staff Contact: Morgan Cook, Cemetery Sexton

1. PURPOSE / DESCRIPTION

To bring awareness of the event of the unveiling and dedication of the new monument donated by the Taylor Conservation and Historical Society Historical African-American Burial Section and the Taylor City Cemetery Grave Location App

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Taylor Conservation and Heritage Society donated a monument recognizing the Historical African-American Burial Section in Blocks 1-5 in the 2nd Addition of the Taylor City Cemetery. Although there are records of burials in those sections, many of the small markers in that section have been lost to time with little to no family members remaining in the area. The monument will recognize those so they may further be remembered in the generations to come.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Further preservation and recognition of burial sites within the older African-American burial section within the cemetery • Improved beautification of cemetery grounds	•

• Donated by the Taylor Conservation and Historical Society • Ease of locating loved ones graves	
---	--

4. RECOMMENDATION

Attendance to the event if possible and bring further awareness to the cemetery needs.

5. FUNDING SOURCE

N/A

6. TIMELINE

Event to be held 2PM, Saturday, February 1, 2025

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. Monument Presentation



Historic African-American Burial Section Monument Unveiling & Dedication

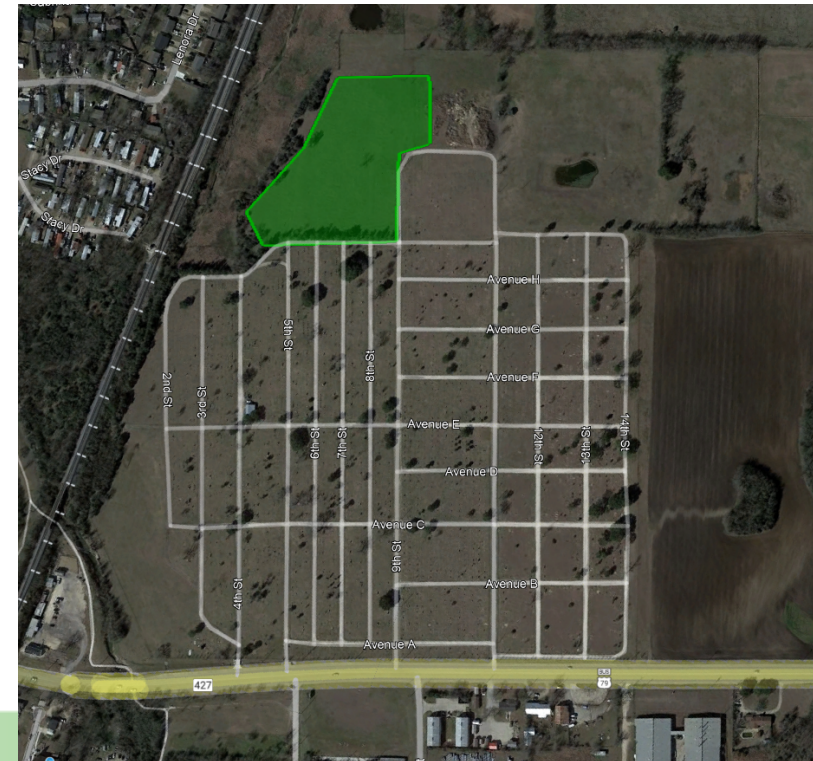
Historical African-American Burial Section Monument Dedication and Unveiling

When: 2:00PM, Saturday, February 1, 2025

Where: Taylor City Cemetery

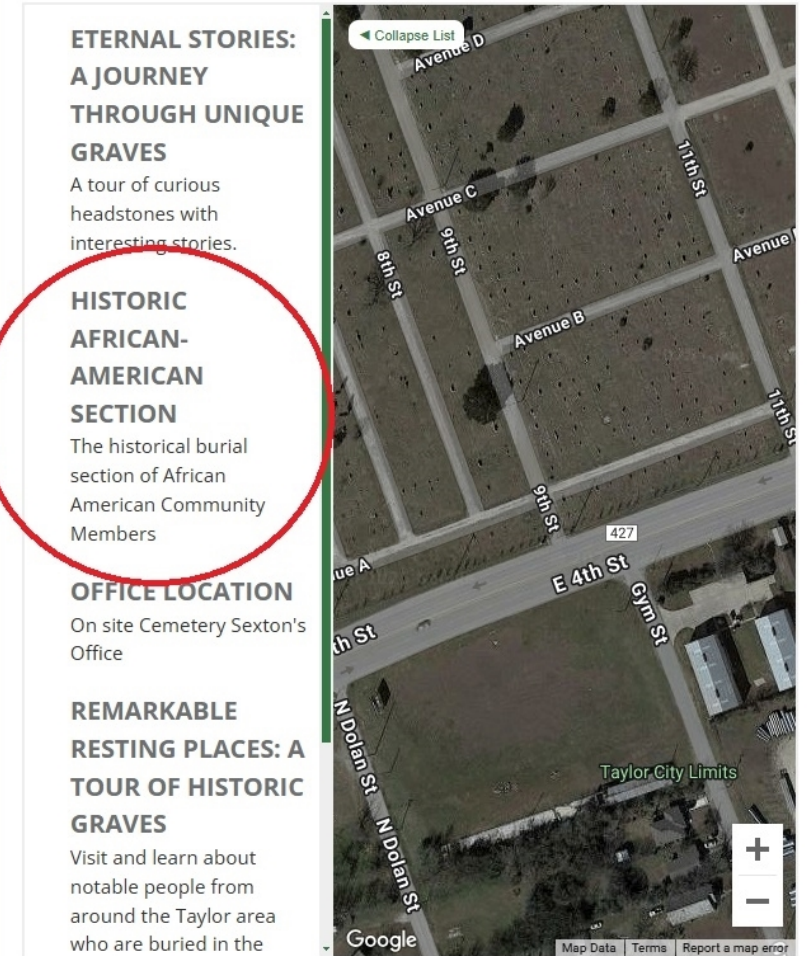
1101 E. 4th St.

Taylor, Texas 76574



Locate The Event

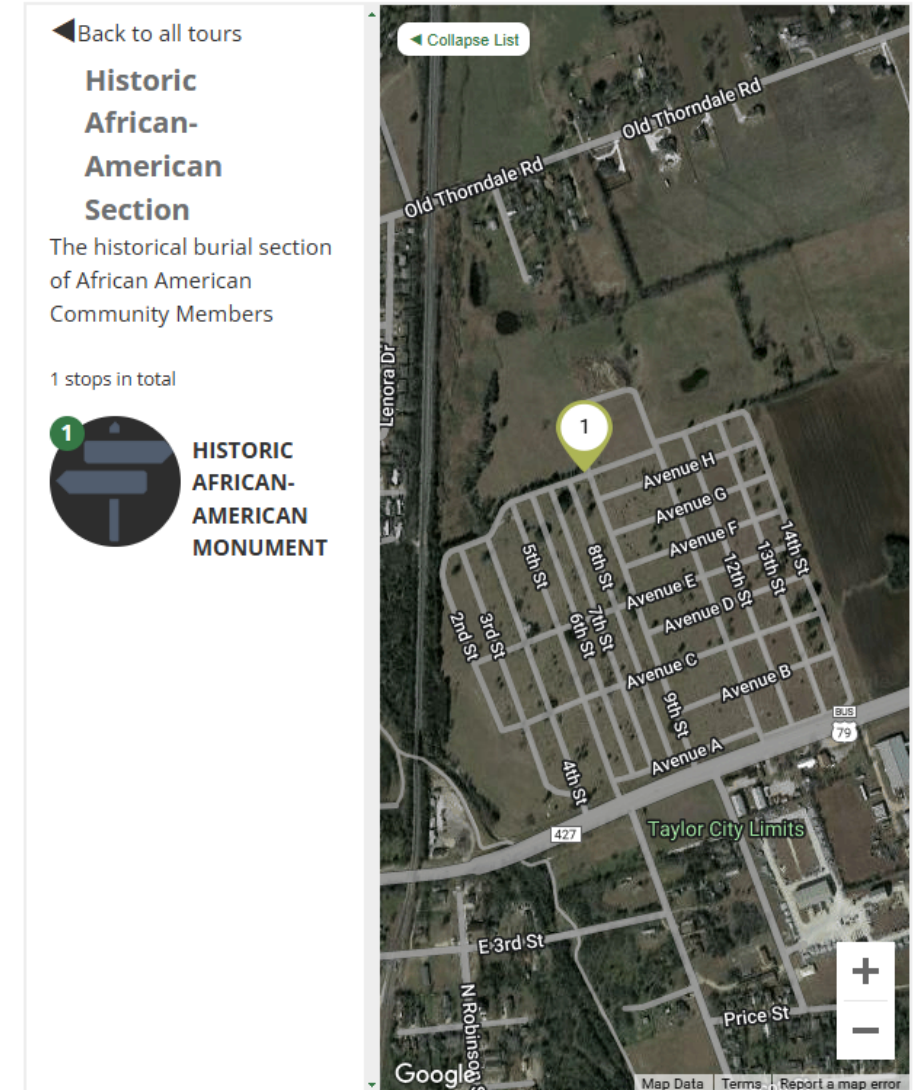
1. Navigate To: www.taylortx.gov/266/cemetery
2. Scroll down to Cemetery Tours of Notable Burials
3. Click/Tap “Historic African-American Section Monument”



Locate The Event

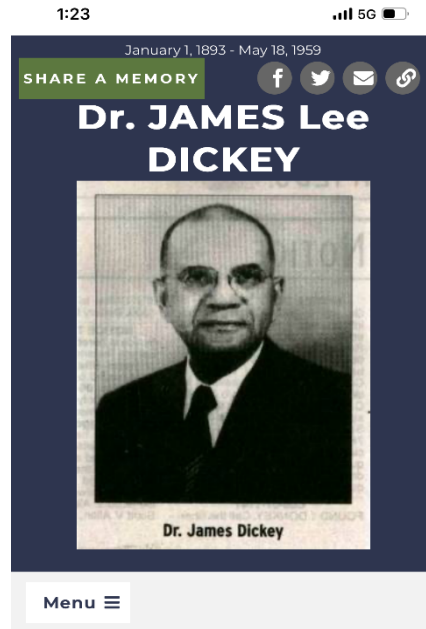
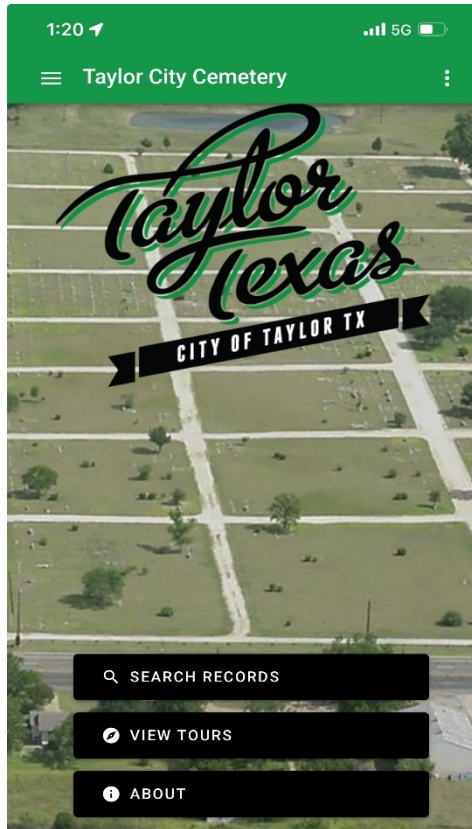
The Pin shown is the location of the marker.

Physical Directions: Enter Gate 3 of the Cemetery and follow the road straight back and the monument will be located on your left.



Grave Location App

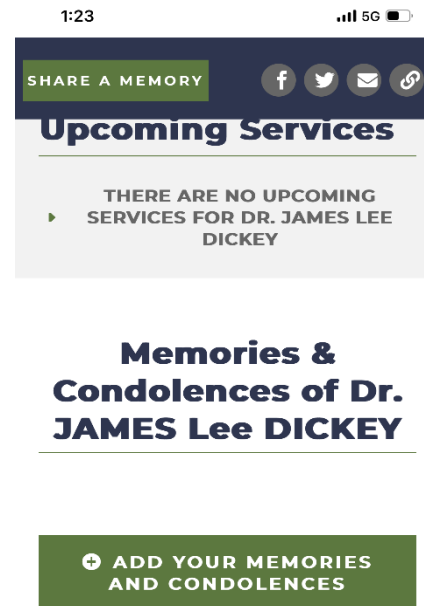
Locate Loved Ones and Cemetery Tours via GPS



Obituary

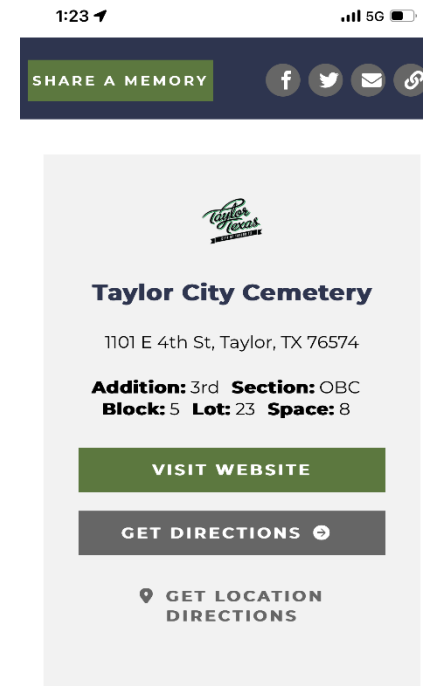
Dickey, James Lee (1893-1959).James Lee Dickey, Black physician, the son of

remembermyjourney.com

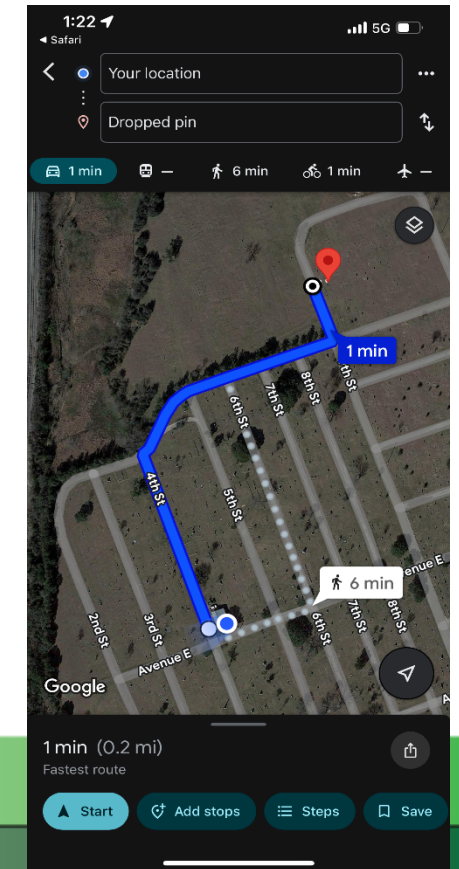


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Upcoming Services
remembermyjourney.com





City Council Meeting January 23, 2025 Transmittal Letter

STRATEGIC PILLAR
Quality of Life

Agenda Item Number: 8.

Agenda Title: **Consideration with possible action on adding a Code Enforcement supervisor position in the Development Services Department.**

Council Action to be Taken: Consideration of approving a Code Enforcement Supervisor position

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

This item is to add a Code Enforcement Supervisor position within the Code Enforcement Division of the Development Services Department.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

In fiscal year 24-25, the City Council approved a Senior Planner position that is funded from the city's general fund. Through a Development Review Reimbursement Agreement (DRRA) approved as part of the Samsung project, planning and permitting positions' base salaries and benefits can be paid through funds deposited in an escrow account pursuant to this agreement. The purpose of the agreement is maintain adequate planning and permitting staff to process and complete applicable reviews within the timeframes required by other project related development agreements. Currently, the recently filled Senior Planner position is not being paid from the escrow account associated with the DRRA. In discussions with the Finance Department, the Senior Planner's base salary and benefits can be paid from this escrow account. In doing so, the funds currently paid from the general fund can be reallocated. We are requesting that those funds be reallocated to fund a Code Enforcement Supervisor position.

The maximum pay and benefits for the current Senior Planner positions is \$122,022.43 (Pay grade 25). The maximum pay and benefits for the Code Enforcement Supervisor is \$111,510.97 (Pay grade 23). The current pay and benefits for the Senior Planner position is \$106,898.52, which is \$4,612.45 less than the maximum pay and benefits for the Code Enforcement Supervisor position. However, with the Code Enforcement Supervisor position being requested 4

months into the budget year and it is highly unlikely when that position is filled that it's at the maximum pay, the cost would not be an additional salary expense added to the city's budget and it may result in a reduction in the amount of pay and benefits currently budgeted.

The Code Enforcement Supervisor oversees the operations of the Code Enforcement Office under the supervision of the Development Services Director. Under administrative direction, the purpose of the position is to promote health, safety and welfare of the citizens of the City of Taylor through enforcement of the Public Nuisance, Property Maintenance, Neighborhood Preservation, Zoning, Sign and Environmental Codes. This position establishes work procedures, implements policies, and manages enforcement activities, emphasizing a resolution of violations in a cooperative manner. An employee in this classification also establishes and strengthens relationships with neighborhood leaders and concerned citizens. The supervisor is to review complaints and assist subordinates in developing recommendations to resolve any complaints concerning code violations. Position provides support and/or assistance to employees, the general public and property owners as necessary.

Previously, Code Enforcement Supervisor functions were primarily done by the past Development Services Director, as well as the two Code Enforcement Officers. These functions, like assigning cases and their priorities, implementing policies, and facilitating case escalation are essential to the smooth operations of the Code Enforcement Division, but with the retirement of the prior Director, these functions have transitioned to the two Code Enforcement Officers. To help increase the Division's efficiency and equitably manage workload, we are requesting a Supervisor position to oversee the Division. This position will help Division's functionality by being solely focused on its operations and policies, with in-the-field support on cases. Further, adding a new Code Enforcement staff member would help the city be more proactive on code violations than reactive as currently the majority of our violations are being reported by residents. We would also like to increase the number of vacant and substandard building cases we process annually, and those cases typically require more staff time to make the determination, work with the property owner, coordinate with police, fire, and other departments as necessary, process the case through court when needed, and coordinating the bids and demolition. Having vacant and substandard cases handled by the supervisor would free up valuable time during the officers' days to handle more day-to-day cases like debris, abandoned vehicles, high grass and weeds, and zoning code violations. Without creating the Supervisor role, its functions will need to transition back to the Development Director. That would limit the Director's other responsibilities like managing other divisions, updating the Land Development Code and other development ordinances, and managing the Permit Process Audit.

3. PROS and CONS	
<u>PROS</u>	<u>CONS</u>
• Additional Code Enforcement employee without increasing the Development Services salary and benefits budget • More proactive and efficient code	•

enforcement • A supervisor dedicated to overseeing code enforcement operations and implementing new policies and procedures • Creating an additional level within the city's organizational chart to allow code enforcement officers the opportunity to advance within their division rather than leave the city	
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4. RECOMMENDATION

Staff recommends approving a Code Enforcement supervisor position in the Development Services Department.

5. FUNDING SOURCE

Reallocation of Senior Planner salary in General Fund to Code Enforcement Supervisor salary

6. TIMELINE

N/A

7. OTHER OPTIONS

8. ATTACHMENTS

1. Development Services Personnel Costs for FY 2025
2. CODE ENFORCEMENT SUPERVISOR JD
3. Code Enforcement Supervisor PPT

EMPLOYEE	POSITION	PAY		BENEFITS (City contribution)								HOURLY COSTS		
				Annual Pay as of 01/14/2025	Health Insurance	Dental	Vision	Basic Life	Long Term Dis- ability	TMRS Retirement	Medi-care	Social Security	Total Pay & Benefits	Hourly cost (Pay & Benefits)
	SENIOR PLANNER	25		\$ 92,361.00	\$ 8,805.60	\$283.44	\$ 57.48	\$ 175.49	\$277.08	\$ 12,976.72	\$ 1,339.23	\$5,726.38	\$ 122,002.43	\$ 58.66
	CODE ENFORCEMENT	23		\$ 83,774.00	\$ 8,805.60	\$284.44	\$ 57.48	\$ 159.17	\$251.32	\$ 11,770.25	\$ 1,214.72	\$5,193.99	\$ 111,510.97	\$ 53.61
	ASSUMPTIONS													
	Health Insurance-Employee Only			\$733.80 per month or \$7,897.44/ year										
	Dental Insurance			\$ 23.62 per month or \$283.44/ year										
	Vision Insurance			\$ 4.79 per month or \$57.48 / year										
	Basic Life / AD&D			0.190 per 1000 of annual salary										
	Long Term Disability Insurance			Cost is 30 cents per 100 of annual salary.										
	TMRS Retirement			Cost is 14.05% of employee's salary										
	Medicare and Social Security			Cost is 7.65% of employee's salary (1.45% Medicare and 6.20% Social Security)										

CODE ENFORCEMENT SUPERVISOR

JOB DETAILS:

JOB LOCATION: Taylor Development Services Dept. – Taylor, TX

POSITION TYPE: Full Time

DESCRIPTION:

BRIEF DESCRIPTION OF THE JOB:

The Code Enforcement Supervisor oversees the operations of the Code Enforcement Office under the supervision of the Development Services Director. Under administrative direction, the purpose of the position is to promote health, safety and welfare of the citizens of the City of Taylor through enforcement of the Public Nuisance, Property Maintenance, Neighborhood Preservation, Zoning, Sign and Environmental Codes. This position establishes work procedures, implements policies, and manages enforcement activities, emphasizing a resolution of violations in a cooperative manner. An employee in this classification also establishes and strengthens relationships with neighborhood leaders and concerned citizens. The supervisor is to review complaints and assist subordinates in developing recommendations to resolve any complaints concerning code violations. Position provides support and/or assistance to employees, the general public and property owners as necessary.

ORGANISATIONAL RELATIONSHIPS/ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Plans, schedules, supervise and evaluate code enforcement inspection personnel to ensure quality standards and timely completion of all inspections.
- Serves on call to respond to emergency situations and maintenance needs and may attend meetings on evenings and/or weekends related to community improvement projects; may make presentations or respond to questions regarding such activities.
- Conducts field inspections and issues courtesy written and/or verbal legal notices of code and regulation violations.
- Maintains appropriate records and files
- Interacts with City Attorney in preparation of code enforcement cases as needed
- Interacts with other City, County, and State agencies to enforce violations

- Interacts with general public in the enforcement of City Codes
- Establish and maintain cooperative working relationships with city officials and employees, the general public and representatives of other agencies toward the accomplishment of assigned projects
- Works effectively with a variety of staff, other governmental representatives, and the public; deal tactfully and courteously with the public and maintain composure in difficult and/or stressful situations.
- Supervises systematic site inspections of properties and structures within the City ensure compliance with all applicable City, State and Federal codes and regulatory requirements; enforces all aspects of the City's codes and ordinances.
- Investigates code or ordinance non-compliant conditions on private property, public property and on business establishments.
- Reviews case documentation and incident report.
- Presents evidence in various legal proceedings.
- Performs related work as required.

SKILL AND ABILITY REQUIREMENTS:

- Knowledge of the principles and practices of the code enforcement process.
- Knowledge of investigative principles, methods and techniques, and case management principles for the purpose of preserving evidence and establishing documentation and audit trail for legal purposes.
- Knowledge of the geography, streets and principal locations of the City.
- Skill in applying sound principles of independent judgment and discretion during inspection activities.
- Ability to effectively communicate and speak before public groups and respond to questions.
- Ability to review applications and interpret and apply basic code requirements as well as provide administrative support ensuring public notice and legal advertisement requirements are met.
- Ability to work independently and carry out assignments to completion with minimum supervision; adhere to prescribed routines and practices; maintain records and to make reports requiring accuracy.
- Must be able to maintain effective oral and written communication with the Development Services Director and Code Enforcement staff as well as other employees and the general public.

- Must be able to work with public and private interests in achieving the goals of the department with regard to complex and diverse code enforcement topics.
- Ability to perform a wide variety of different types of tasks without the variety itself causing a loss of efficiency.
- Ability to use tape measure and document data.
- Ability to utilize a video recorder and digital camera when needed.
- Ability to operate a basic computer.
- Ability to make decisions based on available data/criteria, laws and regulations, or city policy.
- Ability to handle special projects of diverse nature as assigned.
- Ability to read and interpret documents such as safety rules and city policy procedures.

QUALIFICATIONS:

REQUIRED EXPERIENCE AND TRAINING:

- High school diploma.
- Three (3) years experience in Code Enforcement, Law Enforcement or related field.

PREFERRED EXPERIENCE AND TRAINING:

- Knowledge of Accela code enforcement software

CERTIFICATES/LICENSES REQUIRED:

- Must possess Level I Code Enforcement certification upon hiring and possess or obtain Level II certification within 6 months.
- Valid Texas Driver's License

Code Enforcement Supervisor position

Key Functions of the Role:

- Plans, schedules, supervise and evaluate code enforcement inspection personnel to ensure quality standards and timely completion of all inspections.
- Supervises systematic site inspections of properties and structures within the City ensure compliance with all applicable City, State and Federal codes and regulatory requirements; enforces all aspects of the City's codes and ordinances.
- Conducts field inspections and issues courtesy written and/or verbal legal notices of code and regulation violations.
- Serves on call to respond to emergency situations and maintenance needs and may attend meetings on evenings and/or weekends related to community improvement projects; may make presentations or respond to questions regarding such activities.
- Establishes work procedures, implements policies, and manages enforcement activities

Budgetary Considerations:

- No increase in Development Services' salary budget
- Current Senior Planner position is funded from the city's general fund. This position's pay and benefits can be funded by the Development Review Reimbursement Agreement escrow account that was established to fund planning and permitting positions, but not code enforcement positions.
- Reallocating the Senior Planner position's salary from the general fund to this escrow account will allow for the addition of a Code Enforcement Supervisor position to the Development Services staff without increasing the department's salary budget in the general fund as the two positions have similar funding.

EMPLOYEE	POSITION	PAY		BENEFITS (City contribution)									HOURLY COSTS	
Name	Position Title	Pay Grade		Annual Pay as of 01/14/2025	Health Insurance	Dental	Vision	Basic Life	Long Term Disability	TMRS Retirement	Medi-care	Social Security	Total Pay & Benefits	Hourly cost (Pay & Benefits)
	SENIOR PLANNER	25		\$ 92,361.00	\$ 8,805.60	\$283.44	\$ 57.48	\$ 175.49	\$277.08	\$ 12,976.72	\$ 1,339.23	\$5,726.38	\$ 122,002.43	\$ 58.66
	CODE ENFORCEMENT	23		\$ 83,774.00	\$ 8,805.60	\$284.44	\$ 57.48	\$ 159.17	\$251.32	\$ 11,770.25	\$ 1,214.72	\$5,193.99	\$ 111,510.97	\$ 53.61

ASSUMPTIONS

Health Insurance-Employee Only	\$733.80 per month or \$7,897.44/ year
Dental Insurance	\$ 23.62 per month or \$283.44/ year
Vision Insurance	\$ 4.79 per month or \$57.48 / year
Basic Life / AD&D	0.190 per 1000 of annual salary
Long Term Disability Insurance	Cost is 30 cents per 100 of annual salary.
TMRS Retirement	Cost is 14.05% of employee's salary
Medicare and Social Security	Cost is 7.65% of employee's salary (1.45% Medicare and 6.20% Social Security)

Code Enforcement Case Volume:

By fiscal year

Cases Created Between 10/1/2020 & 9/30/2021

Total of All Cases	1077
Total by Officer	
	44
Colin Harrison	221
Mckenzi Hicks	10
Mark Acosta	391
Omar Lopez	411

Cases Created Between 10/1/2021 & 9/30/2022

Total of All Cases	1046
Total by Officer	
	13
Carrie Orts	1
Colin Harrison	96
Mckenzi Hicks	1
Mark Acosta	426
Omar Lopez	508
Ana Huerta	1

Cases Created Between 10/1/2022 & 9/30/2023

Total of All Cases	987
Total by Officer	
	1
Colin Harrison	49
Mark Acosta	405
Omar Lopez	501
Ana Huerta	17
Daniel Cisneros	14

Cases Created Between 10/1/2023 & 9/30/2024

Total of All Cases	723
Total by Officer	
	2
Colin Harrison	60
Ana Huerta	306
Beverley Ashton	1
Daniel Cisneros	354

Cases Created Between 10/1/2024 & 1/15/2025

Total of All Cases	116
Total by Officer	
Ana Huerta	56
Daniel Cisneros	60