



AGENDA
CITY OF TAYLOR, TEXAS
CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET
MAY 8, 2025, 6:00 PM

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

- Proclamation - National Salvation Army Week
- Proclamation - Building Safety Month
- Proclamation - National Police Week
- Proclamation - National Public Works Week
- Proclamation - Honoring Karen Ellis

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 April 24, 2025, regularly scheduled City Council meeting. *Lucy Aldrich*
2. Consider approval of the minutes from the April 30, 2025, special called City Council meeting. *Lucy Aldrich*
3. Consider authorizing the City Manager or designee to sign an Updated Agreement with Williamson County for the use of Community Development Block Grant Funds. *Brian LaBorde*
4. Consider approval of Ordinance 2025-11 regarding a request for a Place Type Amendment from P2 – Rural to P2C – Rural Commercial on property generally located at 1900 OLG Cemetery Road, legally described as Honey Bucket Lot 1, Block 1, 4.02 acres, more particularly described by Williamson Central Appraisal District Parcel R665367, Taylor, Williamson County, Texas. *Scott Dunlop*

5. Consider approval of Ordinance 2025-12 regarding a request for a Special Use Permit to allow lodging without a full time, on-site operator for property generally located at 2908 Tyler Lane, legally described as Rob Roy Estates, Lot 133, Block B, more particularly described by Williamson Central Appraisal District Parcel R427194, Taylor, Williamson County, Texas. *Scott Dunlop*
6. Consider approval of Ordinance 2025-13 regarding a request for a Special Use Permit, with conditions, to allow drive-through services in the second and third layer of the lot for property generally located at 2101 N. Main Street, legally described as 0.5717 acres of land in the William J. Baker Survey, Abstract No. 65, more particularly described by Williamson Central Appraisal District Parcel R018711, Taylor, Williamson County, Texas. *Scott Dunlop*
7. Consider approval of Ordinance 2025-14 regarding a request for an amendment to the Planned Development on property generally located at 3811 N. Main Street, legally described as a 21.782 acres of land part of the William J. Baker Survey, Abstract No. 65, more particularly described by Williamson Central Appraisal District Parcel R018654, Taylor, Williamson County, Texas. *Scott Dunlop*
8. Consider approval of a conditional acceptance of subdivision infrastructure for the Castlewood South Subdivision Phase 2. *Jim Gray*
9. Consider approval of a cost sharing agreement between the City of Taylor and Park 79 Commerce Center LLC. *Scott Dunlop*

PUBLIC HEARINGS / ORDINANCES

10. Hold a public hearing on Ordinance 2025-16; an ordinance of the City Council of the City of Taylor, Williamson County, Texas, amending Ordinance No. 2021-30 designating Tax Increment Reinvestment Zone No. Two, City of Taylor, as amended by Ordinance No. 2022-23, by amending the boundaries of Tax Increment Reinvestment Zone No. Two and to reduce the City's contribution to the Tax Increment Fund. *Brian LaBorde*

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. Consider Ordinance 2025-16; an ordinance of the City Council of the City of Taylor, Williamson County, Texas, amending Ordinance No. 2021-30 designating Tax Increment Reinvestment Zone No. Two, City of Taylor, as amended by Ordinance No. 2022-23, by amending the boundaries of Tax Increment Reinvestment Zone No. Two and to reduce the City's contribution to the Tax Increment Fund. *Brian LaBorde*
12. Presentation on the Wellness Center Feasibility Study. *Tyler Bybee*

ADJOURN

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

I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on May 5, 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: May 5, 2025

Proclamation

National Salvation Army Week

WHEREAS, The Salvation Army was founded in 1865 by William and Catherine Booth to meet the needs of the poor and disadvantaged in the slums of London, England, and has since grown to serve in 134 countries around the world; and

WHEREAS, The Salvation Army began its work in the United States in 1880 and now assists approximately 23 million Americans each year through a wide range of social services and programs; and

WHEREAS, since 1955, The Salvation Army has been a vital part of Williamson County, providing support to meet both spiritual and physical needs, and is dedicated to preventing homelessness by offering rental and utility assistance to neighbors in need; and

WHEREAS, guided by its motto, “Doing the Most Good,” The Salvation Army serves the community with compassion and commitment, offering services to struggling families, the aging, the homeless, and individuals facing food insecurity, as well as providing job training, spiritual healing, holiday assistance, and disaster relief; and

WHEREAS, National Salvation Army Week was first proclaimed in 1954 by President Dwight D. Eisenhower to recognize the organization’s unwavering commitment to uplifting individuals and strengthening communities; and

WHEREAS, in 2025, The Salvation Army is commemorating the 71st anniversary of National Salvation Army Week, honoring its legacy of service and the many volunteers, donors, and community advocates who support its mission.

NOW, THEREFORE, I, Dwayne Ariola, Mayor of the City of Taylor, do hereby proclaim the week of May 12 – 18, 2025, as

National Salvation Army Week

in the City of Taylor, and encourage all citizens to recognize and support the valuable work of The Salvation Army and to express appreciation for its enduring service to our community.

Signed this 8th day of May, 2025.

Dwayne Ariola, Mayor
City of Taylor

Proclamation

Building Safety Month

WHEREAS the City of Taylor, Texas is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS the safety and resilience of our buildings depend on the dedication of building safety officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry who work year-round to ensure the safe construction of buildings, and;

WHEREAS these professionals work together across all levels of government to develop and uphold strong building codes and standards that protect us where we live, learn, work, and play; and

WHEREAS these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, Dwayne Ariola, Mayor of the City of Taylor, do hereby proclaim the month of May 2025 as

Building Safety Month

in the City of Taylor, and I encourage our citizens to join us in recognizing the importance of building safety and promote awareness of building safety and resilience.

Signed this 8th day of May, 2025.

Dwayne Ariola, Mayor
City of Taylor

Proclamation

NATIONAL POLICE WEEK

Whereas, the members of the Taylor Police Department play an essential role in safeguarding the rights and freedoms of all citizens of Taylor; and

Whereas, our police officers recognize their duty to serve the community by protecting our citizens against violence or disorder and they have established a reputation for preserving the rights and security of all citizens; and

Whereas, May 15th is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U. S. flags should be flown at half staff;

Whereas, we seek to honor the service and sacrifice of those law enforcement officers killed or disabled in the line of duty while protecting our communities and citizens against violence.

Now, therefore, as Mayor of the City of Taylor I do hereby proclaim the week of May 11-17, 2025, be recognized as

Police Week

Signed this 8th day of May, 2025.

Dwayne Ariola, Mayor
City of Taylor

Proclamation

National Public Works Week

WHEREAS public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Taylor; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, parks, airport, cemeteries and other structures and facilities essential for our citizens; and,

WHEREAS it is in the public interest for the citizens, civic leaders, and children in the City of Taylor to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS this year marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I, Dwayne Ariola, Mayor of the City of Taylor, do hereby proclaim the week of May 18 - May 24, 2025, as

National Public Works Week

in Taylor, Texas, and urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Signed this 8th day of May, 2025.

Dwayne Ariola, Mayor
City of Taylor

Proclamation

Honoring Karen Ellis

WHEREAS, Karen has served the Taylor Public Library with unwavering dedication, vision, and leadership, significantly contributing to its growth and continued success as a vital resource for the community; and

WHEREAS, during her tenure, Karen played a critical role in the design and development of the library's current facility, lending her expertise to the planning of essential spaces including the computer lab, archive room, and meeting room, ensuring they would serve the diverse needs of Taylor residents; and

WHEREAS, her deep knowledge of Taylor's history has enriched the library's programming and collections, helping to preserve and celebrate the community's heritage; and

WHEREAS, under Karen's leadership, the number of active library cardholders steadily increased, a testament to her commitment to access, engagement, and community outreach; and

WHEREAS, Karen introduced and nurtured meaningful programs such as Story Time and expanded the reach of the Summer Reading Program to include participation from schools throughout Taylor and the surrounding area; and

WHEREAS, she successfully wrote and secured numerous grants, enhancing the library's capacity to provide innovative services—including support for the Inter Library Loan System and a mental health initiative in partnership with the St. David's Foundation; and

WHEREAS, Karen has been a tireless advocate for literacy, education, and equitable access to information, impacting the lives of countless individuals and families throughout our community.

NOW, THEREFORE, I, Dwayne Ariola, Mayor of the City of Taylor, do hereby recognize and express sincere gratitude to **Karen Ellis** for her outstanding service, dedication, and lasting contributions to the Taylor Public Library and the Taylor community.

Signed this the 8th day of May, 2025.

Dwayne Ariola, Mayor
City of Taylor



City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 1.

Agenda Title: Consider approval of the minutes from the April 24, 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. April 24, 2025 Meeting Minutes

City of Taylor
Regularly Scheduled City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
April 24, 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
Council Member Gerald Anderson
Mayor Dwayne Ariola

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

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

No one signed up to speak.

Deputy City Manager Jeff Jenkins was recognized for his service to the City of Taylor.

CONSENT AGENDA

1. **Consider approval of the minutes from the April 10, 2025, regular Council Meeting.**
2. **Consider authorizing the City Manager to enter into a contract with Dr. Marissa Little for spay/neuter and related veterinary medical services for the Police Department's Animal Control division.**
3. **Consider approval of an amendment to the CDBG-CV agreement between Williamson County and the City of Taylor for the use of Community Development Block Grant Coronavirus (CDBG-CV) Funds.**
4. **Consider approval of an agreement between Williamson County and City of Taylor for the use of Community Development Block Grant Coronavirus (CDBG-CV) Funding.**
5. **Concur with Monthly Financial Report for March 2025.**

Motion was made by Councilmember Garcia to approve the consent agenda as presented.

Motion was seconded by Councilmember Anderson. Motion carried unanimously.

Mayor Ariola announced that Public Hearing/Ordinances items 6, 7, 8, and 9 are postponed to the May 22, 2025, City Council meeting.

PUBLIC HEARING/ORDINANCES

6. **Hold and introduce Ordinance 2025-07 regarding a proposed Voluntary Annexation of approximately 52.226 acres, generally located at 650 County Road 403, in the extraterritorial jurisdiction of the City of Taylor, more particularly described by the Williamson Central Appraisal District Parcels R019335 and R019991, and the Official**

Public Records of Williamson County, Texas, Document No. 2021166275, part of and out of the H.G. Johnson Survey, Abstract No. 348, and the James C. Eaves Survey, Abstract No. 214, Taylor Extraterritorial Jurisdiction, Williamson County, Texas.

This item was not discussed or heard due to postponing to the May 22, 2025 City Council meeting.

7. **Hold a Public Hearing and introduce Ordinance 2025-08 regarding a proposed Voluntary Annexation of approximately 47.634 acres, generally located at 100 County Road 403, in the extraterritorial jurisdiction of the City of Taylor, more particularly described by the Williamson Central Appraisal District Parcels R019185 and R019954, and the Official Public Records of Williamson County, Texas, Document No. 2021184603, part of and out of the James C. Eaves Survey, Abstract No. 214, Taylor Extraterritorial Jurisdiction, Williamson County, Texas.**

This item was not discussed or heard due to postponing to the May 22, 2025 City Council meeting.

8. **Hold a public hearing and introduce Ordinance 2025-09 regarding a request for an Employment Center Plan referred to as Forterra Mixed Use, generally located at 650 County Road 403, consisting of approximately 52.501 acres of land situated in the H.G. Johnson Survey, Abstract No. 348, and the James C. Eaves Survey, Abstract No. 214, more particularly described by the Williamson Central Appraisal District Parcel R019991 and R019335, Taylor, Williamson County, Texas.**

This item was not discussed or heard due to postponing to the May 22, 2025 City Council meeting.

9. **Hold a public hearing and introduce Ordinance 2025-10 regarding a request for an Employment Center Plan referred to as Forterra Business Park, generally located at 100 County Road 403, consisting of approximately 47.634 acres of land situated in the J.C. Eaves Survey, Abstract No. 214, more particularly described by the Williamson Central Appraisal District Parcel R019185 and R019954, Taylor, Williamson County, Texas.**

This item was not discussed or heard due to postponing to the May 22, 2025 City Council meeting.

10. **Hold a public hearing and introduce Ordinance 2025-11 regarding a request for a Place Type Amendment from P2 – Rural to P2C – Rural Commercial on property generally located at 1900 OLG Cemetery Road, legally described as Honey Bucket Lot 1, Block 1, 4.02 acres, more particularly described by Williamson Central Appraisal District Parcel R665367, Taylor, Williamson County, Texas.**

The applicant wants to expand their business by adding carports, parking, and paved areas. The property consists of a portable restroom business located southwest of the intersection at Farm to Market Road 122 and OLG Cemetery Road and is zoned P2 – Rural. A rezone to P2C – Rural Commercial would allow for the expansion of their use. On April 8, 2025, Planning and Zoning

voted 9 to 0 recommending approval of the place type amendment from P2 – Rural to P2C – Rural Commercial.

Mayor Ariola opened the public hearing at 6:15 p.m.

With no one speaking, Mayor Ariola closed the public hearing at 6:15 p.m.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2025-11

AN ORDINANCE CHANGING THE PLACE TYPE ZONING OF PROPERTY DESCRIBED AS HONEY BUCKET LOT 1, BLOCK 1, 4.02 ACRES, GENERALLY LOCATED AT 1900 O L G CEMETERY ROAD FROM P2 (RURAL) TO P2C (RURAL COMMERCIAL) AMENDING THE OFFICIAL PLACE TYPE ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE PLACE TYPE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

First reading. No action was taken.

11. **Hold a public hearing and introduce Ordinance 2025-12 regarding a request for a Special Use Permit to allow lodging without a full time, on-site operator for property generally located at 2908 Tyler Lane, legally described as Rob Roy Estates, Lot 133, Block B, more particularly described by Williamson Central Appraisal District Parcel R427194, Taylor, Williamson County, Texas.**

The applicant is requesting a Special Use Permit to allow lodging (short-term rental) without a full-time, on-site operator. The Place Type zoning for the subject property is P3 – Neighborhood which allows lodging (short-term rental) by right if there is a full time, on-site operator and requires a Special Use Permit if there is no full time, on-site operator. On April 8, 2025, Planning and Zoning Commission voted 9-0 to recommend approval of the Specific Use Permit with a three year term limit.

Mayor Ariola opened the public hearing at 6:18 p.m.

With no one speaking, Mayor Ariola closed the public hearing at 6:19 p.m.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2025-12

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR LODGING WITHOUT A FULL TIME, ON-SITE OPERATOR, LOCATED AT 2908 TYLER LANE, LEGALLY DESCRIBED AS ROB ROY ADDITION, BLOCK B, LOT 133, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R427194, TAYLOR, WILLIAMSON COUNTY, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIAL USE PERMIT APPROVED HEREIN; PROVIDING A SAVINGS CLAUSE.

First reading. No action was taken.

12. **Hold a public hearing and introduce Ordinance 2025-13 regarding a request for a Special Use Permit, with conditions, to allow drive-through services in the second and third layer of the lot for property generally located at 2101 N. Main Street, legally described as 0.5717 acres of land in the William J. Baker Survey, Abstract No. 65, more particularly described by Williamson Central Appraisal District Parcel R018711, Taylor, Williamson County, Texas.**

The applicant is requesting a Special Use Permit (SUP) for 2101 N. Main to allow drive-thru facilities in the second and third layers of the lot within the P5 – Urban Center Place Type, which typically permits such use only in the third layer with a SUP. Eleven notices were sent out to adjacent property owners within 200 feet of the property. No responses have been received. Staff has worked with the applicant to develop two SUP condition options. The applicant selected Option 1, which included a pull-ahead spot and several deviations from code related to setbacks, façade buildout, parking, and drive-thru layout. On April 8, 2025, Planning and Zoning Commission unanimously recommended approval of the SUP with the specified condition.

Mayor Ariola opened the public hearing at 6:24 p.m.

With no one speaking, Mayor Ariola closed the public hearing at 6:24 p.m.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2025-13

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR DRIVE THRU FACILITIES AND CONDITIONS RELATED TO SITE DEVELOPMENT GENERALLY LOCATED AT 2101 N. MAIN STREET, LEGALLY DESCRIBED AS APPROXIMATELY 0.5717 ACRES OF LAND IN THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65, TAYLOR, WILLIAMSON COUNTY, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIAL USE PERMIT APPROVED HEREIN.

First reading. No action was taken.

13. **Hold a public hearing and introduce Ordinance 2025-14 regarding a request for an amendment to the Planned Development on property generally located at 3811 N. Main Street, legally described as a 21.782 acres of land part of the William J. Baker Survey, Abstract No. 65, more particularly described by Williamson Central Appraisal District Parcel R018654, Taylor, Williamson County, Texas.**

The requested amendment modifies the project's platting and site development requirements to help restart construction. Key changes include consolidating the site into one large lot with private streets and utilities, removing DIY/Maker's spaces, and listing allowable B-1 uses. The amendment also adds a fee-in-lieu for a trail connection to the adjacent Regional Park and incorporates additional amenities from the approved site plan. A provision was added to prevent the development from becoming tax-exempt. On April 8, 2025, Planning and Zoning Commission unanimously recommended approval of the amendment as presented.

The applicant, Leah Bojo, was available to answer questions and provide additional information.

Mayor Ariola opened the public hearing at 6:30 p.m.

With no one speaking, Mayor Ariola closed the public hearing at 6:30 p.m.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE 2022-39 TO REPEAL AND REPLACE EXHIBITS B, B.1, AND B.2; ADDING EXHIBITS B.3, B.4, AND B.5; AND PROVIDING A SAVINGS CLAUSE.

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

- 14. Consideration with possible action on Resolution R25-08, a resolution authorizing proceeding with the issuance of Certificates of Obligation and directing publication of Notice of Intent to issue Combination Tax & Revenue Certificates of Obligation, Series 2025.**

Robert Powers, Chief Financial Officer, gave a presentation and requested City Council consideration of issuing debt to finance various CIP projects. The potential projects under consideration include both utility projects, primarily sewer, and tax-supported projects such as transportation, facilities, and public safety.

Motion was made by Mayor Pro Tem Cmerek to approve Resolution 25-08 as presented.

Motion was seconded by Councilwoman Cobb. Motion carried 4 to 0, with Councilmember Garcia abstaining.

- 15. Receive an update and discuss the next steps for a potential Charter Election.**

Jeff Jenkins, Deputy City Manager, gave a brief presentation that provide a potential schedule and some additional key points regarding how the charter committee process may work.

Motion was made by Mayor Pro Tem Cmerek to receive the presentation as presented. Motion was seconded by Councilwomen Cobb. Motion carried unanimously.

Mayor Ariola read the executive session items and adjourned into closed session at 7:09 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. Section 551.071; Consultation with City Attorney regarding Second Amendment to Development Review Reimbursement Agreement by and between the City of Taylor, Texas and Samsung Austin Semiconductor, LLC.

- b. Section 551.071; Consultation with City Attorney regarding Second Amendment to Tax Increment Reinvestment Zone No. Two Economic Development and Chapter 380 Agreement by and between the City of Taylor, Texas and Samsung Austin Semiconductor, LLC.
- c. Section 551.071; Consultation with City Attorney regarding an amendment to the Tax Abatement Agreement by and between the City of Taylor, Texas and Samsung Austin Semiconductor LLC dated September 8, 2022.
- d. Section 551.072; Real Estate Exception, Project Spear.

Mayor Ariola reconvened into open session at 7:50 p.m.

No action was taken.

ADJOURN

With no further business Mayor Ariola declared the meeting adjourned at 7:51 p.m.

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk



City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 2.

Agenda Title: Consider approval of the minutes from the April 30, 2025, special called 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>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. 09 April 30, 2025 Special Called meeting

City of Taylor
Special Called City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
April 30, 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
Member Shelli Cobb
Council Member Gerald Anderson
Mayor Dwayne Ariola

Brian LaBorde, City Manager
Carly Pearson, Assistant City Manager Council
Mark Schroeder, City Attorney
Lucy Aldrich, City Clerk

Mayor Ariola read the executive session items and adjourned into closed session at 6:01 p.m.

EXECUTIVE SESSION

- a. Section 551.071; Consultation with City Attorney regarding Second Amendment to Development Review Reimbursement Agreement by and between the City of Taylor, Texas and Samsung Austin Semiconductor, LLC.
- b. Section 551.071; Consultation with City Attorney regarding Second Amendment to Tax Increment Reinvestment Zone No. Two Economic Development and Chapter 380 Agreement by and between the City of Taylor, Texas and Samsung Austin Semiconductor, LLC.
- c. Section 551.071; Consultation with City Attorney regarding the amendment of the boundaries of the Tax Increment Reinvestment Zone No. Two.
- d. Section 551.072; Real Estate Exception, Project Spear.

Mayor Ariola reconvened into open session at 6:33 p.m.
No action was taken

PUBLIC HEARINGS / ORDINANCES

2. **Introduce an ordinance of the City Council of the City of Taylor, Williamson County, Texas, amending Ordinance No. 2021-30 Designating Tax Increment Reinvestment Zone No. Two, City of Taylor, as amended by Ordinance No. 2022-23, by amending the boundaries of Tax Increment Reinvestment Zone No. Two and to reduce the City's contribution to the Tax Increment Fund; containing findings; providing a severability clause; and providing an effective date.**

Mayor Ariola opened a public hearing at 6:34 p.m.

Sandra Wolf spoke on the agenda item.

Mayor Ariola closed the public hearing at 6:37 p.m.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2025-16
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR,
WILLIAMSON COUNTY, TEXAS, AMENDING ORDINANCE NO. 2021-30

DESIGNATING TAX INCREMENT REINVESTMENT ZONE NO. TWO, CITY OF TAYLOR, AS AMENDING BY ORDINANCE NO. 2022-23, BY AMENDING THE BOUNDARIES OF TAX INCREMENT REINVESTMENT ZONE NO. TWO AND TO REDUCE THE CITY'S CONTRIBUTION TO THE TAX INCREMENT FUND; CONTAINING FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

- 3. Consider and approve Second Amendment to Development Review Reimbursement Agreement by and between the City of Taylor, Texas and Samsung Austin Semiconductor, LLC.**

Motion was made by Councilmember Garcia to approve the second amendment to the development review reimbursement agreement by and between the City of Taylor, Texas and Samsung Austin Semiconductor, LLC., as presented and authorize the Mayor to execute the agreement on behalf of the City. Motion was seconded by Councilmember Anderson. Motion carried unanimously.

- 4. Consider and approve Second Amendment to Tax Increment Reinvestment Zone No. Two Economic Development and Chapter 380 Agreement by and between the City of Taylor, Texas and Samsung Austin Semiconductor, LLC.**

Motion was made by Councilmember Garcia to approve the second amendment to the Tax Increment Reinvestment Zone No. Two Economic Development and Chapter 380 Economic Incentive Agreement by and between the City of Taylor, Texas and Samsung Austin Semiconductor, LLC., as presented and authorize the mayor to execute the agreement on behalf of the City. Motion was seconded by Councilmember Anderson. Motion carried unanimously.

ADJOURN

With no further business Mayor Ariola declared the meeting adjourned at 6:48 p.m.

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk



City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 3.

Agenda Title: **Consider authorizing the City Manager or designee to sign an Updated Agreement with Williamson County for the use of Community Development Block Grant Funds.**

Council Action to be Taken: Authorize the City Manager or designee to sign updated agreement.

Department Submitted: City Management Office

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE / DESCRIPTION

Previously, at the March 27, 2025, Council Meeting, Council authorized the City Manager or designee to sign an agreement with Williamson County for the use of Wilco CDBG funds. The County made some modifications in April 2025 to the agreement, therefore this updated agreement needs approval from Council to allow the City Manager or designee to sign. The City was awarded \$659,000 for waterline improvements. The County requires an agreement between the County and City prior to releasing the funds for usage.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Williamson County awarded Taylor a Community Development Block Grant for \$659,000. The project award was for the water line improvements at 5th and Murphy, which would replace existing 2-inch waterlines with 8-inch waterlines. The County requires an agreement between the County and City prior to releasing the funds for usage. This item allows the City Manager or designee to sign the agreement, which will start the timeline for getting the project constructed. The construction would likely occur between October 2025-May 2026.

The Council approved this agreement back on March 27th, but two new portions were requested after this item was approved. **The County has asked us to add on page 16 Exhibit A point 3 they modified the proposed budget to all of these items, instead of listing them separate:**

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

CDBG Subrecipient

Amount Amount

A.

Construction\Rehabilitation\Installation and/or
Engineering, planning & administrative costs \$659,000 _____

This was done for clarity and flexibility for the agreement and when explaining this to the federal government.

On page 11, they added a new point 13 which is another federal requirement with build America, buy America act:

13. BUILD AMERICA, BUY AMERICA ACT:

Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

These were the only changes to agreement that were added. It is recommended to make these changes and authorize the City Manager or designee to sign this updated contract.

3. PROS and CONS	
<u>PROS</u>	<u>CONS</u>
• Provides funding for waterline project	•

4. RECOMMENDATION

Authorize the City Manager or designee to sign agreement.

5. FUNDING SOURCE

Grant funded. Grant admin fee will be paid out of General Fund.

6. TIMELINE

County approve the contract in May 2025

Design April 2025-Sept 2025

Construction October 2025-May 2026

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. CDBG Agreement Taylor Water FY24 (004)

**AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF TAYLOR
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING**

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between Williamson County ("County"), and the City of Taylor ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient in the construction of water line improvements to replace existing undersized, 2-inch water mains, which do not meet current standards. Waterline will be approximately 1,100 linear feet (LF) of 8" waterline. The project will improve conditions to benefit households in the project vicinity, 5th and Murphy in Taylor TX.; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. PURPOSE AND SCOPE OF SERVICES:

- A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.
- B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractual arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.
- C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

4. **Objective and Outcome Statement: Sustainability for the purpose of creating suitable living environments.**

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full \$659,000 (Grant Amount – Six Hundred Fifty Nine Thousand Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

- A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.
- B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.
- C. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars (\$100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars (\$100.00) per year shall be remitted promptly to the County.
- D. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the

requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

- A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.
- B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.
- C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.
- D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as "Construction Trade Participant(s)") shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverage of not less than \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence, and \$500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

- E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).
- F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreement shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)
- G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. PERFORMANCE AND REPORTING:

- A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.
- C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.
- D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

- E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

- A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.
- B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.
- C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and
- d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of \$2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

- a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
- b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers,

roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **BUILD AMERICA, BUY AMERICA ACT:**

Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

14. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

15. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

16. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

- A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.
- B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.
- C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.
- D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

17. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

18. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

19. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

20. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

21. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

22. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2025.

Williamson County, Texas

By: _____

Valerie Covey
Presiding Officer/Authorized Official
Williamson County

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
WILLIAMSON COUNTY)

On this _____ day of _____, 2025, before me, _____, a Notary Public in and for said State, personally appeared Valerie Covey, to me personally known, who being by me duly sworn, did say that she is the Presiding Officer/Authorized Official of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Valerie Covey acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by her voluntarily executed.

Notary Public in and for Williamson County, Texas

By: _____
 Brian LaBorde
 City Manager

ACKNOWLEDGMENT

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the _____ and _____, respectively, of the City of Taylor executing the foregoing instrument; that the seal affixed hereto is the seal of said city; that the instrument was signed on behalf of the city by proper authority; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the city, by it and by them voluntarily executed.

Notary Public in and for the State of Texas

EXHIBIT A

TO AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF TAYLOR FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FISCAL YEAR 2024 FUNDING

1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will utilize CDBG funds for the construction of water line improvements to replace existing undersized, 2-inch water mains, which do not meet current standards. Waterline will be approximately 1,100 linear feet (LF) of 8" waterline. The project will improve conditions to benefit households in the project vicinity, 5th and Murphy in Taylor TX.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

Program Element

- | | |
|---------------------------|--|
| 1. April 2025 | Award of funds and contract with Williamson County |
| 2. April-May 2025 | Environmental Assessment |
| 3. April-September 2025 | Project design and plan/specs preparation |
| 4. September-October 2025 | Bid/award of construction contract |
| 5. October 2025-May 2026 | Construction |
| 6. Monitoring Period | To be determined based on statement below |

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

	<u>CDBG Amount</u>	<u>Subrecipient Amount</u>
A. <u>Construction\Rehabilitation\Installation and/or Engineering, planning & administrative costs</u>	\$659,000	_____
 CDBG Grant	 \$659,000	

EXHIBIT B

Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program

or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statutes are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.



City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 4.

Agenda Title: Consider approval of Ordinance 2025-11 regarding a request for a Place Type Amendment from P2 – Rural to P2C – Rural Commercial on property generally located at 1900 OLG Cemetery Road, legally described as Honey Bucket Lot 1, Block 1, 4.02 acres, more particularly described by Williamson Central Appraisal District Parcel R665367, Taylor, Williamson County, Texas.

Council Action to be Taken: Approve on Consent.

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

The subject property consists of a portable restroom business located southwest of the intersection at Farm to Market Road 122 and OLG Cemetery Road. The applicant desires to expand their business by adding carports, parking, and paved areas. The subject property is currently P2 – Rural and within the P2 Place Type commercial is not a permitted Building Type. Staff has encouraged the applicant to rezone the property to P2C – Rural Commercial to allow for the expansion of their use. Without the place type amendment, the business would be unable to improve their property as it would be increasing a non-conforming use

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The request for a Place Type amendment aims to provide consistency with the use of a commercial business. Upon analyzing the request, the proposed Place Type P2 – Rural will permit small commercial, highway commercial, temporary commercial, commercial accessory, carts, kiosks, and food trailers, and civic building types. The current business, Honey Bucket, operates as a temporary commercial use as there are limited permanent structures and the land meets the demands of the business at this time in its current state. The Place Type amendment request is consistent with the surrounding zoning of the adjacent properties. The applicant is also concurrently seeking a variance to allow for better screening to decrease the likelihood of becoming a nuisance.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Appropriate Zoning for Existing Use	•

4. RECOMMENDATION

On April 8, 2025, the Planning and Zoning Commission voted 9-0 to recommend Approval of the Place Type Amendment Request. On April 24, 2025, City Council held a public hearing and introduced the ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

P&Z Public Hearing - April 8, 2025

City Council Public Hearing - April 24, 2025

City Council Vote - May 8, 2025

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. _03_PZ-2025-2436_1900 OLG Cemetery Road Rezone
2. _03a_PZ 2025-2436_1900 OLG Cemetery Road Rezone LOI
3. _03b_PZ 2025-2436 Location Map
4. _03c_PZ 2025-2436 Current Zoning
5. _03d_PZ 2025-2436 Proposed Zoning
6. _03e_PZ 2025-2436 Growth Sector
7. _03f_PZ 2025-2436 Future Land Use
8. _03g_PZ 2025-2436 Notification Map
9. _03h_PZ-2025-2436_1900 OLG Cemetery Road_Ordinance 2025-11
10. _03h1_PZ 2025-2436_1900 OLG Cemetery Road_Survey_EXHIBIT A
11. _03h2_PZ 2025-2436 Proposed Zoning_EXHIBIT B
12. PZ-2024-2436_PPT

City of Taylor
PZ-2025-2436
Place Type Zoning Amendment
Staff Report

Item Details

Subject Property: 1900 OLG Cemetery Road

Total Acreage: Approximately 4.02 acres

Legal Description: Approximately 4.02 acres of land generally located at 1900 OLG Cemetery Road, Honey Bucket Block 1, Lot 1, more particularly described by the Williamson Central Appraisal District Parcel R665367, Taylor Williamson County, Texas

Property Owner/Applicant: Mark Perry

Request: A request to rezone from the existing Place Type of P2 – Rural to P2 – Rural Commercial.

Case History: This is the first hearing of this request.

Overview of Applicant's Request & Background

The subject property consists of a portable restroom business located southwest of the intersection at Farm to Market Road 122 and OLG Cemetery Road. The applicant desires to expand their business by adding carports, parking, and paved areas. The subject property is currently P2 – Rural and within the P2 Place Type commercial is not a permitted Building Type. Staff has encouraged the applicant to rezone the property to P2C – Rural Commercial to allow for the expansion of their use. Without the place type amendment, the business would be unable to improve their property as it would be increasing a non-conforming use.

Location:

The subject property is located Southwest of the intersection at Farm to Market Road 122 and OLG Cemetery Road. The property is adjacent to the City of Taylor wastewater treatment plant.

Physical and Natural Features:

The subject property is a rural property with a commercial use that is relatively flat and has an average amount of foliage for the area. It is adjacent to the wastewater treatment plant and part of the property is in the floodplain.

Growth Sector Designations:

The subject property is located within the Infill Growth Sector (G-3). The Intended Growth Sector consists of areas with access to existing or planned transportation/infrastructure and are on the periphery of existing developed areas. These are primarily vacant, underutilized, or poorly developed commercial areas adjacent to existing centers and service areas (Envision Taylor Comprehensive Plan page 50).

Future Land Use and Zoning Designations:

The subject property is assigned the Future Land Use designation of Neighborhood Greenfield which are new communities that contain a wide mix of residential uses and neighborhood services. Greenfield development should be developed as an extension of the existing urban fabric in Taylor.

The subject property is currently zoned P2 – Rural. This Place Type is intended to regulate higher low intensity residential use.

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	Employment Center	Intended Growth Sector & Reserved Open Sector	Employment: Regional	Agricultural
South	Civic Space	Future Growth Sector & Reserved Open Sector	Area of Minimal Change	Wastewater Treatment
East	P2 – Rural	Future Growth Sector	Area of Minimal Change	Agricultural
West	P2 – Rural	Intended Growth Sector & Reserved Open Sector	Neighborhood Green Field Open Space	Agricultural

Transportation

The subject property gains access off OLG Cemetery Road to the East. OLG Cemetery is categorized as a Rural Street. A rural street has open swales and drains by percolation. The street has wide shoulder or bicycle trails, and no on-street parking.

Utilities

The subject property is located within the City of Taylor water and wastewater CCN. There is an 8-inch water line located to the northwest of the lot. The property is not connected to wastewater.

Public Notification

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

amendment request. Seven (7) notices were mailed to the property owners and a legal notice advertisement for the public hearing was placed in the Taylor Press on Sunday, March 23, 2025.

Staff Analysis

The request for a Place Type amendment aims to provide consistency with the use of a commercial business. Upon analyzing the request, the proposed Place Type P2 – Rural will permit small commercial, highway commercial, temporary commercial, commercial accessory, carts, kiosks, and food trailers, and civic building types. The current business, Honey Bucket, operates as a temporary commercial use as there are limited permanent structures and the land meets the demands of the business at this time in its current state. The Place Type amendment request is consistent with the surrounding zoning of the adjacent properties. The applicant is also concurrently seeking a variance to allow for better screening to decrease the likelihood of becoming a nuisance.

Staff Recommendation

For the reasons stated in the staff analysis, staff recommend approval of the request Place Type amendment from P2 – Rural to P2C – Rural Commercial.

Planning and Zoning Commission Recommendation

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

Is the rezoning consistent with the Comprehensive Plan?

- The rezoning request is consistent with the Comprehensive Plan. The applicant intends to increase the use to conform with their zoning. The change to P2C – Rural Commercial would allow for the expansion for their commercial use in an area predicted to have minimal change.

Is the rezoning compatible with the surrounding area?

- The rezoning is compatible with other place types found along the eastern frontage of OLG Cemetery Road.

Does the rezoning promote public health, safety, or general welfare?

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

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

- There are adequate existing public utilities servicing the subject property.

Do current conditions indicate that a rezoning is necessary?

- The current place type does not allow for any expansion of the legal nonconforming use on the property. To further develop the property, the property owner would need to rezone to permit any on-site improvements.

Attachments:

- a. Letter of Intent from Applicant
- b. Location Map
- c. Zoning Map
- d. Proposed Zoning
- e. Growth Sectors Map
- f. Future Land Use Map
- g. Notification Map
- h. Ordinance 2025-XX
 - a. Survey
 - b. Proposed Zoning Map

LETTER OF INTENT STATEMENT DESCRIPTION & NARRATIVE

The applicant shall provide a narrative to support their request and documentation of the need for a Place Type Zoning Map Amendment (re-zoning).

APPLICANT STATEMENT DESCRIPTION & NARRATIVE: The applicant is seeking a rezone to P2C, Rural Commercial, at the direction of City Staff. The Applicant owns and operates a commercial portable restroom/fencing operation, which has been in operation and serving the City of Taylor for more than 30-years at this site, which is adjacent to the City Waste Water Treatment facility immediately to the south. In order to provide minor improvements to the operation, including two (2) covered shelters for some of the existing operations as well as pave existing parking areas that are currently gravel, the Applicant has been in the process of working with City Staff on obtaining land development permits for many months now. When the minor improvement application efforts began the site was still zoned M1, Light Industrial. However, during the review process the site was rezoned via a large-scale City-wide update of the Comprehensive Plan and City development regulations, making the existing commercial operation a pre-existing legal non-conforming use. Given the recent zone change to P2, Rural, Staff is requiring the completion of a rezone to P2C, Rural Commercial, in order to complete the aforementioned minor development improvements to the existing operation.

Additionally, the applicant shall review and answer the following questions:

- 1. Is the Place Type Zoning Map Amendment (re-zoning) consistent with guiding documents such as the Comprehensive Plan and Land Development Code (LDC)?**

APPLICANT RESPONSE: The rezoning request is consistent with the Comprehensive Plan, which seeks to maintain the character of Taylor. More specifically, the Comp Plan envisions maintaining the character, building on Taylor's history. The traditional pattern of development in Taylor achieves the goals of this plan. New development should continue this pattern whether constructed in infill or greenfield settings. This site has been operated as a portable restroom operation serving the City of Taylor for more than 30-years. It's ongoing and continued operation is fully consistent with these comprehensive plan goals and policies.

The rezoning request is consistent with the Land Development Code, which allows for the continued use of pre-existing legal non-conforming uses. The minor addition of small open-walled covers for existing operations and paving is consistent with the traditional pattern of development in this area, which is immediately adjacent to the City's waste water treatment facility. This request and the associated improvements will ultimately improve the site and bring it into greater compliance with the LDC with new landscaping, screening, paving parking areas and additional stormwater features that are supportive and continuing the existing and historical pattern of development in this neighborhood.

2. Is the Place Type Zoning Map Amendment (re-zoning) compatible with the surrounding area?

APPLICANT RESPONSE: The rezoning is compatible with other adjacent properties, which have been neighbors to the existing use for more than 30-years.

- Northwest Neighbor: Compatible; The existing site includes a natural buffer, a flood plain, naturally separating the 30+ year old operation from the property to the vacant property abutting to the site to the northwest.
- Northeast Neighbor: Compatible; The property to the northeast is across Old Cemetery Road, which is a vacant farm field.
- Southerly Neighbor: Compatible; The abutting property to the south is City owned and is developed with the City's waste water treatment plant.
- Westerly Neighbor: Compatible; The abutting property to the west is a vacant property that includes an electrical power corridor and open drainage area.

3. Does the Place Type Zoning Map Amendment (re-zoning) promote health, safety, and general welfare?

APPLICANT RESPONSE: The rezoning of the subject property will promote public health, safety, and the general welfare. In addition, the Planning Principles and Policy Guide in the Comprehensive Plan aim to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development, which is being implemented via the LDC development permit review and approval process ensuring compliance.

4. Is infrastructure available for future development of this site for uses allowed in the proposed Place Type zoning district(s)?

APPLICANT RESPONSE: There are existing public utilities already adequate, available and in use for the scope of the existing operation. Additional storm water facilities are proposed with the ongoing land development permits currently under City review.

5. Are there changed conditions that make the Place Type Zoning Map Amendment (re-zoning) necessary?

APPLICANT RESPONSE: The applicant has been instructed to complete a rezone to better comply with the current LDC. The site has been used for a portable restroom and fencing facility for more than 30-years. Prior to the recent revisions to the City comprehensive plan and City-wide rezone efforts, the existing use was in the M1, Light Industrial zone, and was a compliant use. The applicant simply wants to add two (2) covered areas to the existing operations to provide shelter, and has agreed to paving the parking areas as required by the City, as well as provide enhancement landscaping, perimeter screening and storm water

facilities, all of which bring the site in to greater conformance with City development standards.

6. Is there a need in the community for the proposed development or Place Type zoning associated with this request?

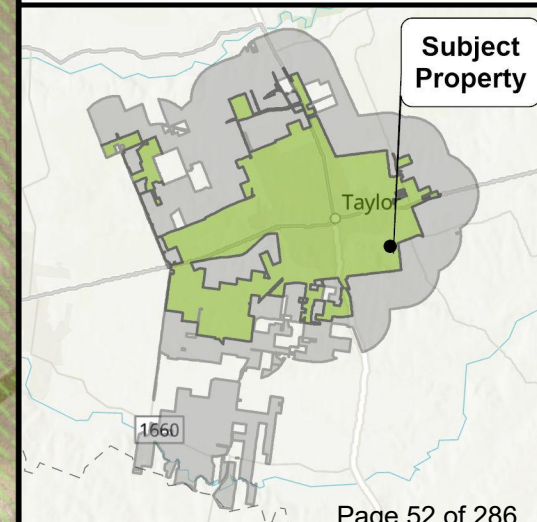
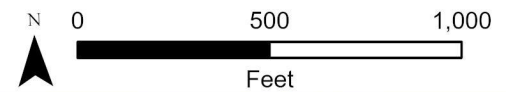
APPLICANT RESPONSE: Yes. The portable restroom and fencing operation have been in place for more than 30-years, serving the community of Taylor. This use is an essential service that serves the general public by providing necessary services and facilities for development projects, city functions, residential home projects, local fairs and events, etc. The applicant operates a well-maintained and tidy operation. The company is committed to providing reliable and efficient services, contributing to local support of various community activities and development projects. The operation is not only an essential service supporting a local City of Taylor economy but also helps ensure that public events and construction projects proceed without disruptions, benefiting both residents and visitors.



PZ-2025-2436

**1900 O L G Cemetery Road
Place Type Amendment
Location Map
Approximately 4.1 acres**

-  Subject Property
-  City Limits
-  ETJ Boundary
-  Parcels





PZ-2025-2436

**1900 O L G Cemetery Road
Place Type Amendment
Current Zoning Map
Approximately 4.1 acres**

 Subject Property

 Parcels

Overlay Zoning

 P1: Nature

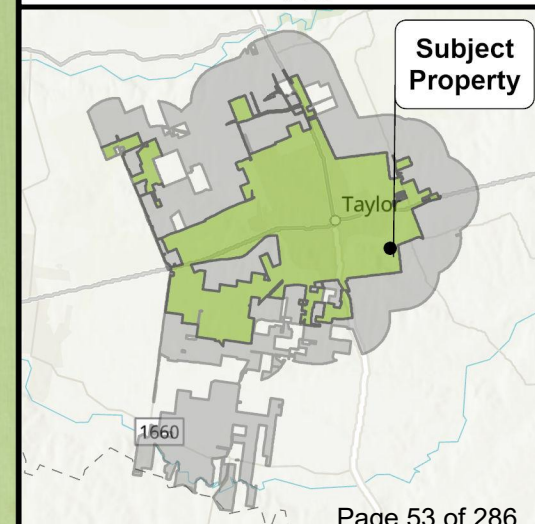
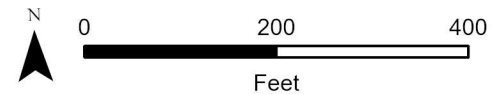
Place Type Zoning

 P2: Rural

 P2.5: Large Lot

 EC: Employment Center

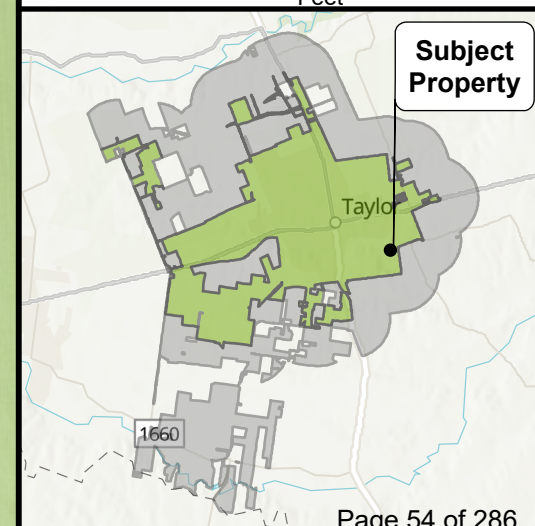
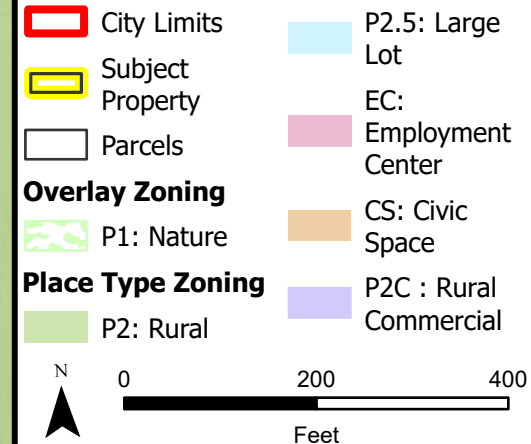
 CS: Civic Space





PZ-2025-2436

**1900 O L G Cemetery Road
Place Type Amendment
Proposed Zoning Map
Approximately 4.1 acres**





PZ-2025-2436

**1900 O L G Cemetery Road
Place Type Amendment
Growth Sector Map
Approximately 4.1 acres**

 Subject Property

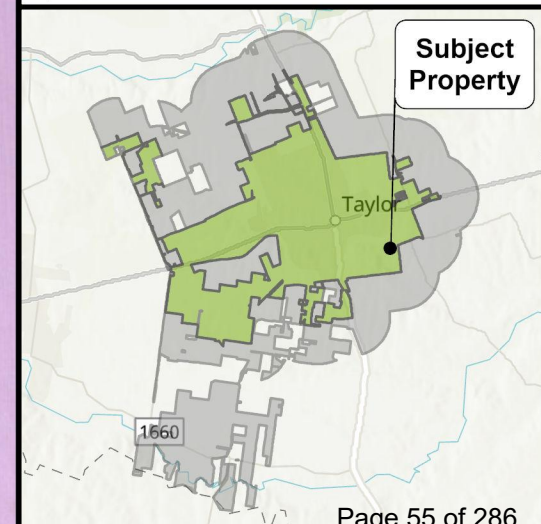
 Parcels

Growth Sector

 Reserved Open Sector (O-2)

 Future Growth Sector (G-1)

 Intended Growth Sector (G-3)





PZ-2025-2436

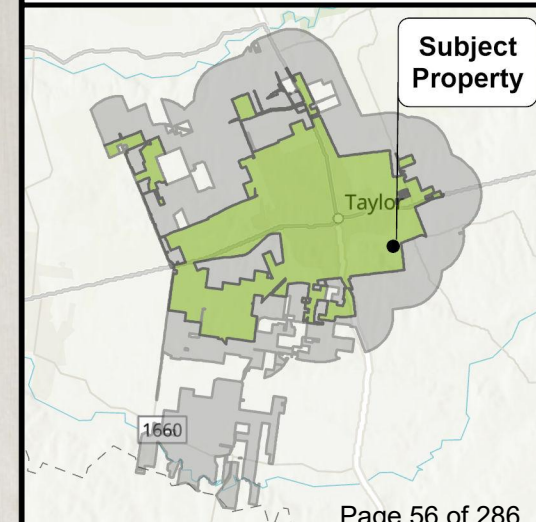
**1900 O L G Cemetery Road
Place Type Amendment
Future Land Use Map
Approximately 4.1 acres**

 Subject Property

 Parcels

Future Land Use

-  Area of Minimal Change
-  Neighborhood Greenfield
-  Employment: Regional
-  Open Space

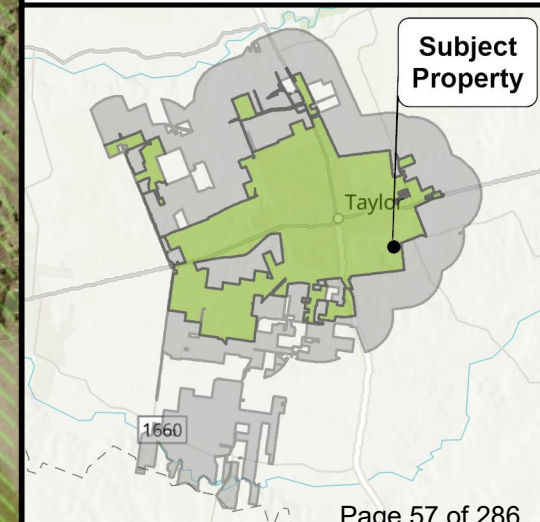
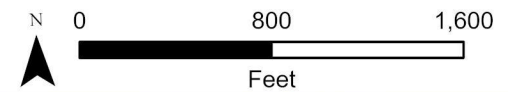




PZ-2025-2436

**1900 O L G Cemetery Road
Place Type Amendment
Notification Map
Approximately 4.1 acres**

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



ORDINANCE NO. 2025-11

AN ORDINANCE CHANGING THE PLACE TYPE ZONING OF PROPERTY DESCRIBED AS HONEY BUCKET LOT 1, BLOCK 1, 4.02 ACRES, GENERALLY LOCATED AT 1900 O L G CEMETERY ROAD FROM P2 (RURAL) TO P2C (RURAL COMMERCIAL) AMENDING THE OFFICIAL PLACE TYPE ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE PLACE TYPE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on April 24, 2025, to consider the request made by the applicant, whose property is legally described in Exhibit “A” the Place Type Change Form attached hereto and incorporated by reference herein for all purposes (“Property”), to change the place type zoning as described above; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on April 8, 2025, to consider the place type zoning change request, and recommended approval of the place type zoning change to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Property zoning change.

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

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

SECTION 2. The place type zoning of this Property is changed from: Place Type Zoning District P2 – Rural to P2C – Rural Commercial at property located at 1900 O L G Cemetery Road.

SECTION 3. The official place type zoning map of the City of Taylor, Texas, is changed to show the Property Place Type zoning as described in Section 2 and reflected in Exhibit “B” attached hereto.

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

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2025-11 was introduced before the Taylor City Council on the 24th day of April 2025.

PASSED, APPROVED, and ADOPTED on the 8th day of May, 2025.

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Lucy Aldrich, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2025-11 passed and approved by the City Council of the City of Taylor, Texas, on the 8th day of May 2025, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2025.

Lucy Aldrich
City Clerk

EXHIBIT A
(Metes & Bounds Survey)

EXHIBIT B
(Proposed Place Type Map)

LEGAL DESCRIPTION

BEING 4.02 ACRES LOCATED IN THE PARTHENIA COURSEY SURVEY, ABSTRACT NUMBER 131, WILLIAMSON COUNTY, TEXAS, DESCRIBED TO MRP TEXAS, LLC 11C DOCUMENT NUMBER 2019004630, AND BEING ALL OF THE REMAINDER OF A CALLED 10.00 ACRE TRACT OF LAND, DESCRIBED IN DEED TO M'LISSA D. LINDEMANN, IN DOCUMENT NUMBER 200300345 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A CALLED 6.00 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2006015897 OF SAID PUBLIC RECORDS; SAID 4.02 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2 INCH IRON ROD WITH "1433" CAP, FOUND FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 6.00 ACRE SAVE AND EXCEPT TRACT, AND SAME BEING IN THE SOUTHWEST RIGHT OF WAY OF FM 112, A VARIABLE WIDTH RIGHT OF WAY, NO DEED OF RECORD FOUND;

THENCE, S 49°51'58" E, WITH A NORTHEAST LINE OF SAID REMAINDER TRACT AND THE TRACT DESCRIBED HEREIN FOR A DISTANCE OF 258.53 FEET TO AN IRON ROD WITH CAP, FOUND FOR THE EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING AT THE INTERSECTION OF LARRY STREET, A VARIABLE WIDTH RIGHT OF WAY, NO DEED OF RECORD FOUND;

THENCE S 19°41'45" E, WITH THE EAST LINE OF SAID REMAINDER TRACT AND THE TRACT DESCRIBED HEREIN, SAME BEING THE APPARENT WEST RIGHT OF WAY OF SAID LARRY STREET, FOR A DISTANCE OF 341.51 FEET TO A 1/2 INCH IRON ROD, FOUND FOR THE SOUTHEAST CORNER OF SAID REMAINDER TRACT AND THE TRACT DESCRIBED HEREIN, SAME BEING A NORTHEAST CORNER OF A CALLED 22.355 ACRE TRACT, DESCRIBED TO THE CITY OF TAYLOR IN VOLUME 501, PAGE 361 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S 67°53'52" W, WITH THE COMMON LINE OF SAID REMAINDER TRACT AND SAID 22.355 ACRE TRACT, FOR A DISTANCE OF 377.59 FEET TO A 3/4 INCH IRON ROD, FOUND FOR THE SOUTHWEST CORNER OF SAID REMAINDER TRACT AND THE TRACT DESCRIBED HEREIN, SAME BEING A SOUTHEAST CORNER OF A CALLED 56.67 ACRE TRACT, DESCRIBED TO TOM W. FORD IN DOCUMENT NUMBER 1996017724 OF SAID OFFICIAL RECORDS;

THENCE, WITH THE COMMON LINES OF SAID REMAINDER TRACT AND SAID 56.67 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

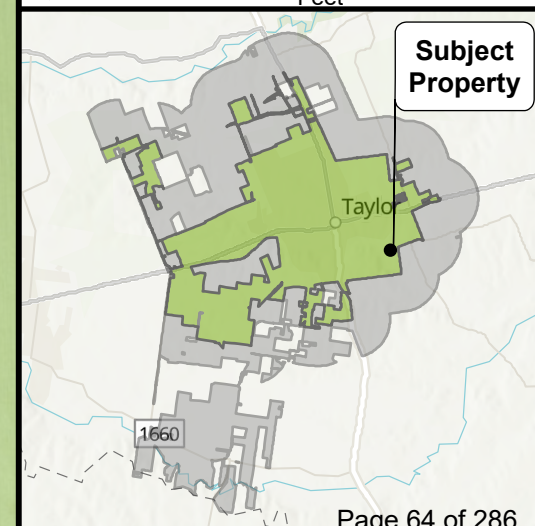
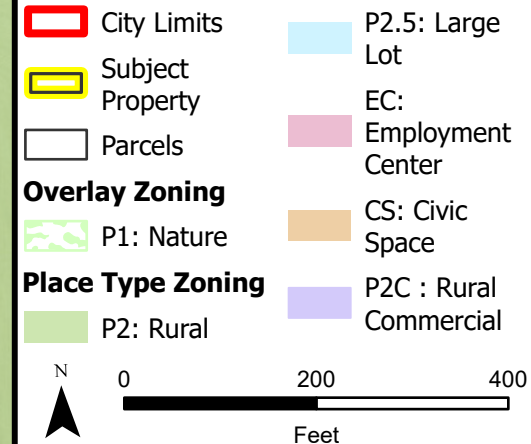
1. N 16°22'10" W, 279.00 FEET TO A 1/2 INCH IRON ROD WITH "RPLS6714" CAP, SET,
2. N 63°56'17" W, 83.40 FEET TO A 1/2 INCH IRON ROD WITH "RPLS6714" CAP, SET;

THENCE, N 30°19'01" E. WITH THE NORTH LINE OF SAID REMAINDER TRACT AND THE TRACT DESCRIBED HEREIN, SAME BEING THE SOUTH LINE OF SAID 6.00 ACRE SAVE AND EXCEPT TRACT, FOR A DISTANCE OF 377.61 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, CONTAINING 4.02 ACRES, MORE OR LESS.



PZ-2025-2436

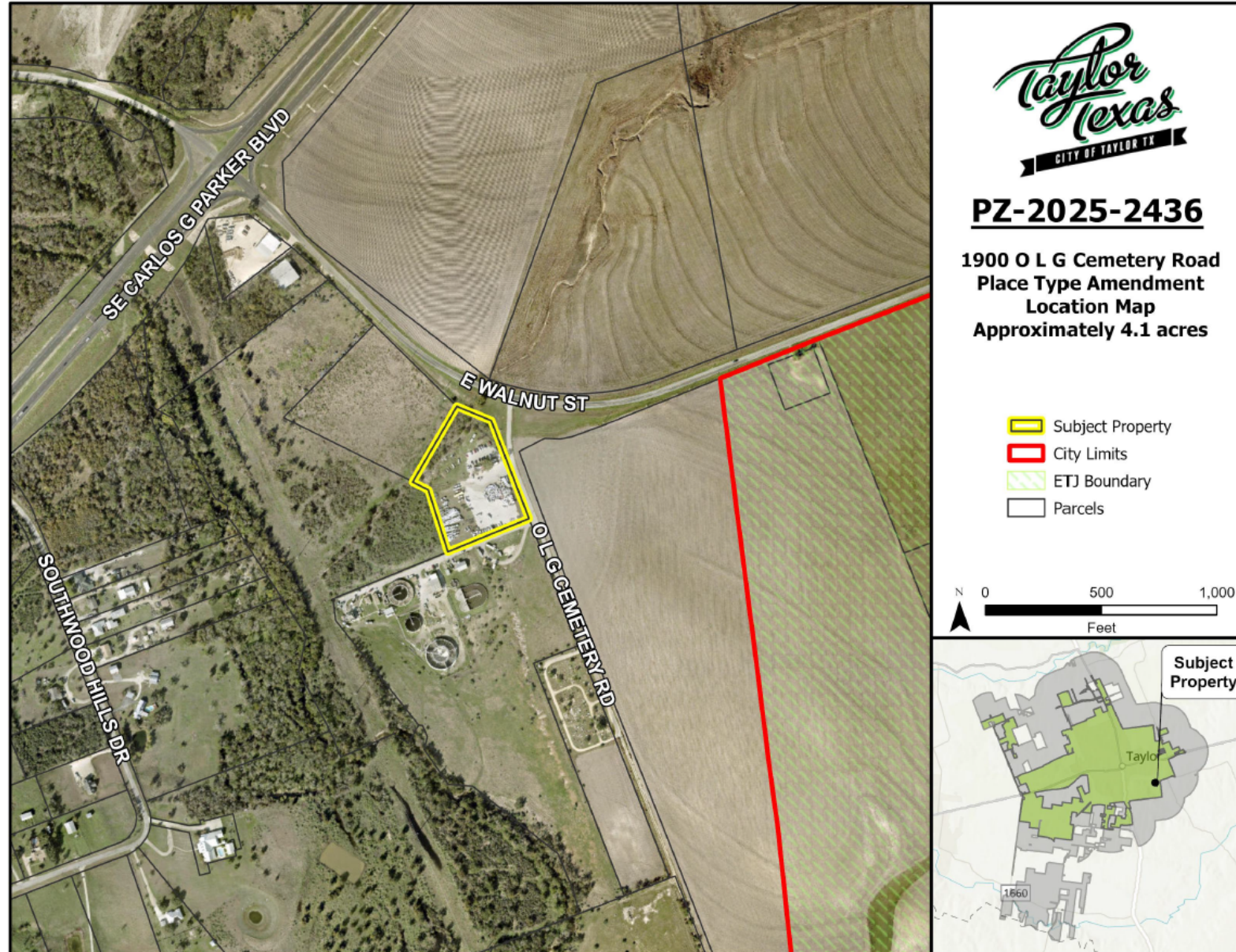
**1900 O L G Cemetery Road
Place Type Amendment
Proposed Zoning Map
Approximately 4.1 acres**



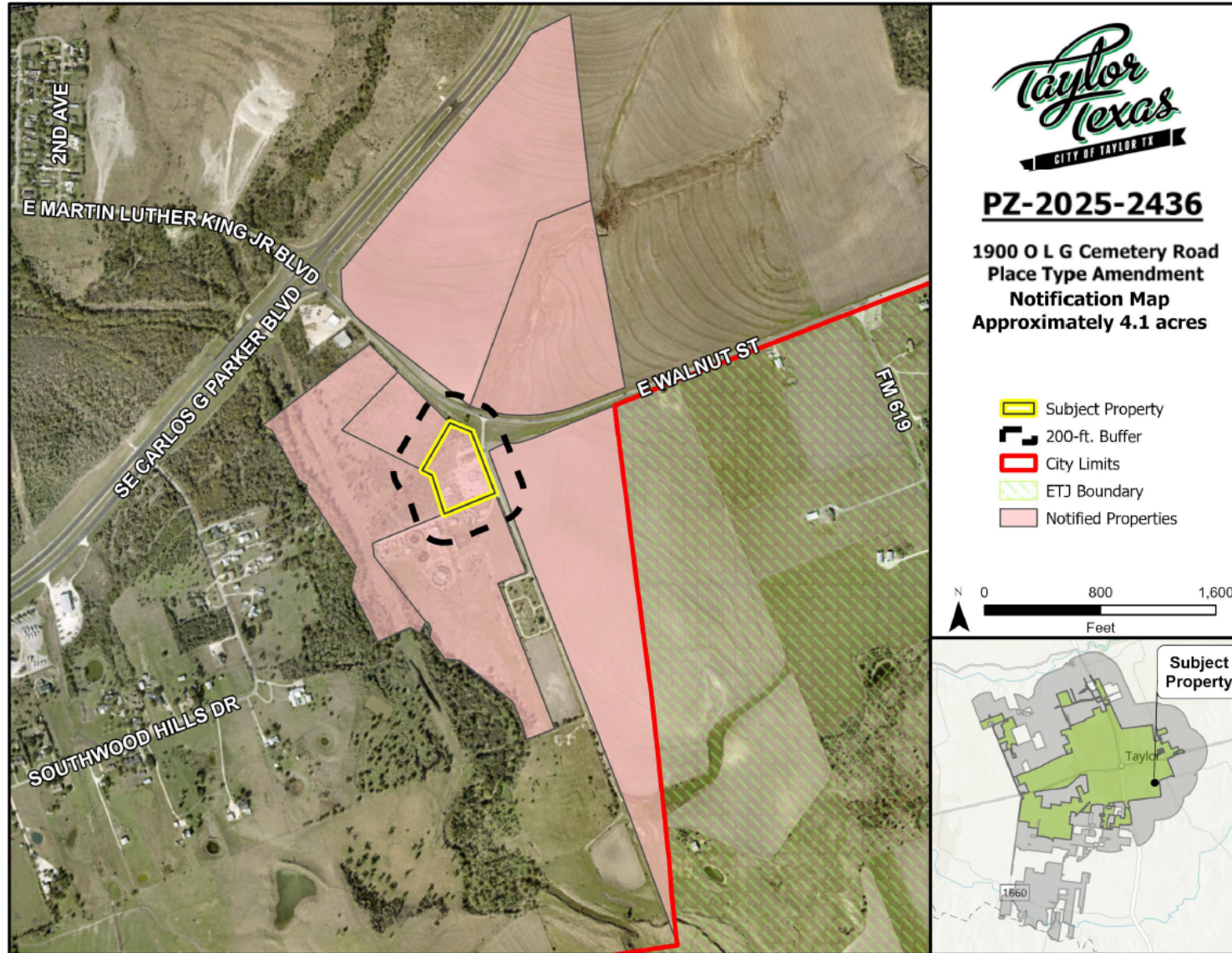
PZ-2024-2436

1900 OLG Cemetery Road- Place Type Zoning Change

Location Map



Notification Map



- 6 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received no responses in opposition or approval of the request from the notified parties.

Timeline

September 7th, 2022: Initially met with staff in a pre-application meeting to go over the process of developing the lot

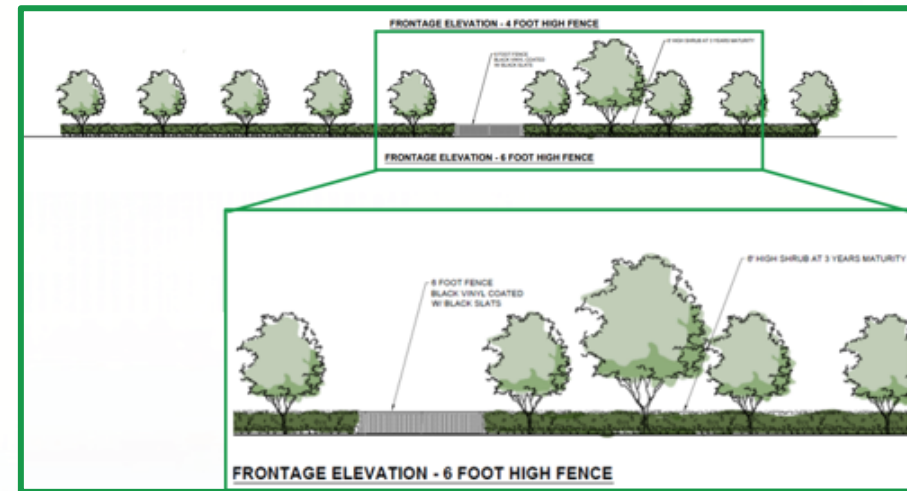
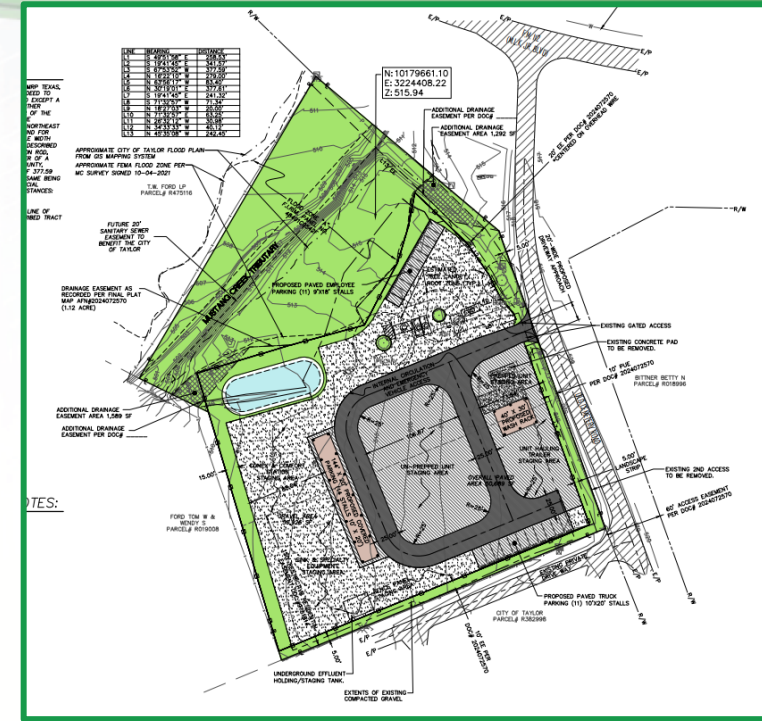
September 8th, 2023: Submitted a Minor Plat application. This was approved July 3rd, 2024, after three reviews with staff

November 9th, 2023: Land Development Code was adopted

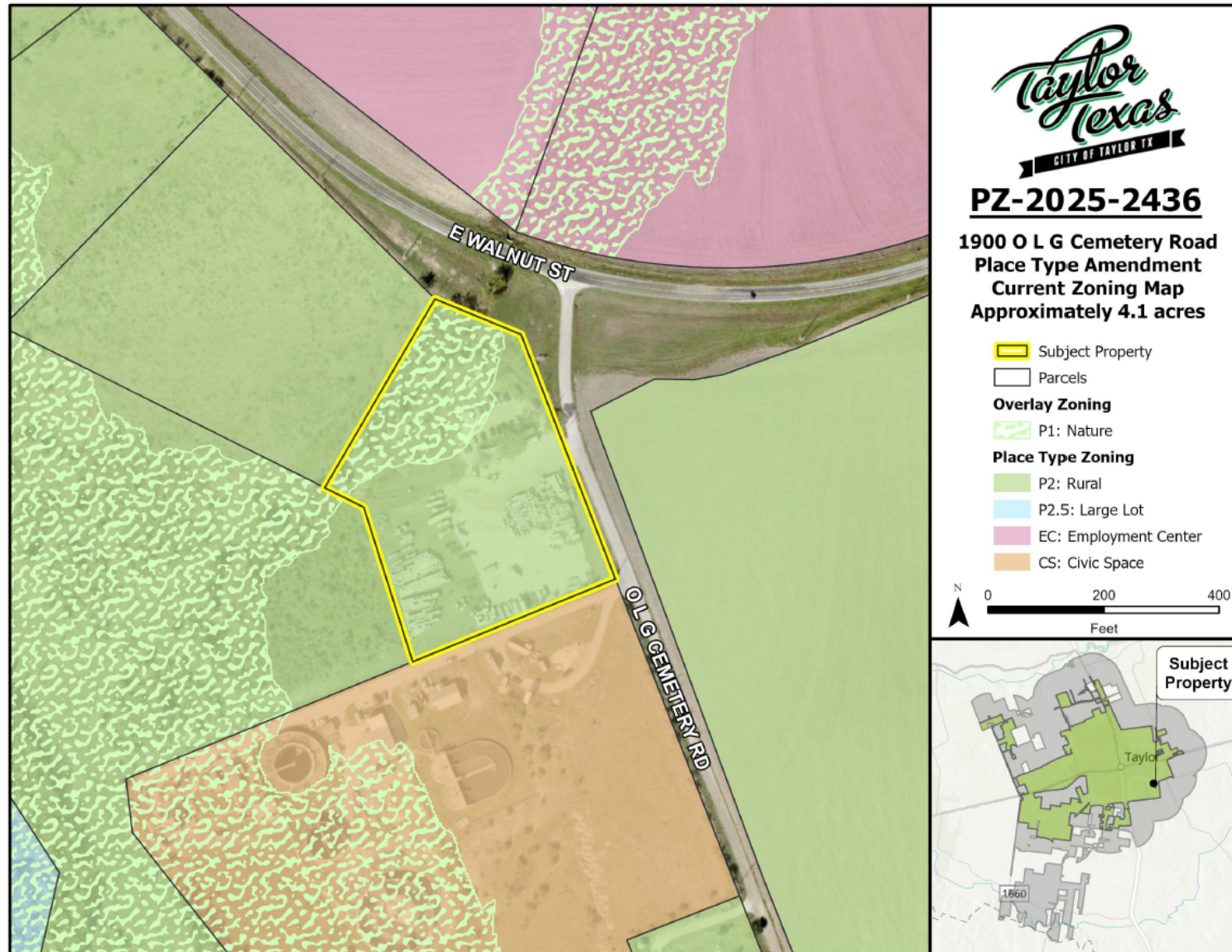
October 4th, 2024: Submitted a Site Development Application. After the initial review staff notified the applicant, a re-zone will be required as the site development constitutes an expansion of nonconformity

February 12th, 2025: Staff met with the applicant to discuss the re-zone application

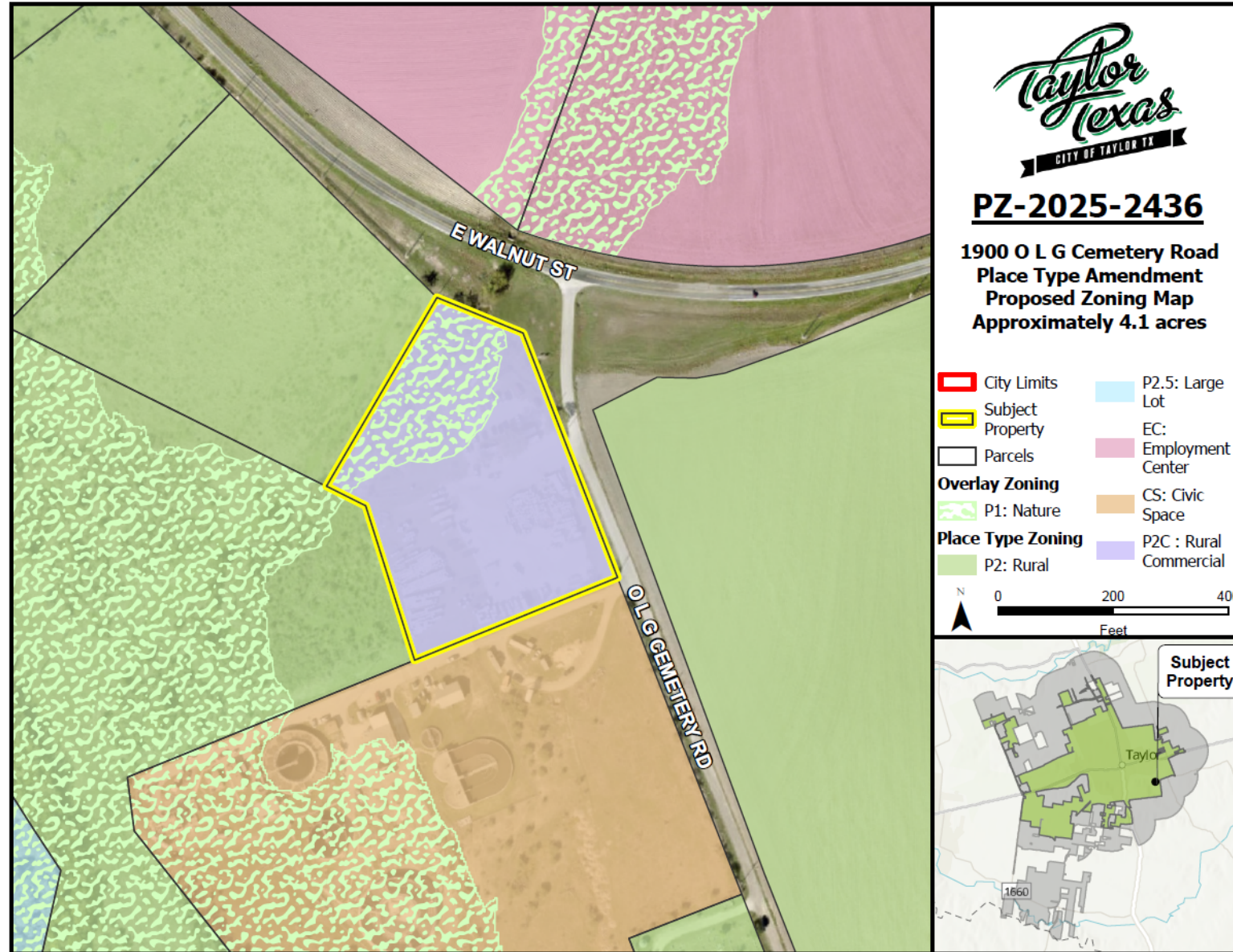
February 28th, 2025: Applicant wanted to submit for a fence height variance to increase screening. This Variance was approved by the ZBA.



Current Place Type Zoning



Proposed Place Type Zoning



Analysis

The subject property consists of a portable restroom business located southwest of the intersection at Farm to Market Road 122 and OLG Cemetery Road.

- The applicant desires to expand their business by adding carports, parking, and paved areas.
- The subject property is currently P2 – Rural the use would not be consistent with the residential nature of P2 – Rural.
- To expand the business the zoning needs to be more consistent with the use
- The applicant has worked with the City to increase screening

Without the place type amendment, the business would be unable to improve their property as it would be increasing a non-conforming use.



P&Z Recommendation

On April 8, 2025, the Planning and Zoning Commission voted 9-0 to recommend approval of the Place Type Amendment from P2 – Rural to P2C – Rural Commercial.



City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 5.

Agenda Title: Consider approval of Ordinance 2025-12 regarding a request for a Special Use Permit to allow lodging without a full time, on-site operator for property generally located at 2908 Tyler Lane, legally described as Rob Roy Estates, Lot 133, Block B, more particularly described by Williamson Central Appraisal District Parcel R427194, Taylor, Williamson County, Texas.

Council Action to be Taken: Approve on Consent Agenda

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

The subject property is a 1,622 square foot home located in the Rob Roy Estates Subdivision (circa 2002). The applicant is requesting a Special Use Permit to allow lodging (short-term rental) without a full-time, on-site operator. The Place Type zoning for the subject property is P3 – Neighborhood which allows lodging (short-term rental) by right if there is a full time, on-site operator and requires a Special Use Permit if there is no full time, on-site operator (LDC Section 5.2.2.1 (1) (c)).

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The request for a Special Use Permit aims to allow the owner to use the property as a short-term rental without a full-time, on-site operator.

The applicant has been operating the property as a long-term rental serving Samsung employees. They are only looking to use the site as a short-term rental in between leases. Staff are not aware of any previous complaints (for example, in terms of noise, disturbance to residents or parking problems) about the use of this property as a short-term rental.

Currently, the short-term rental of this property by this applicant appears to be in compliance with the performance and compatibility standards of Section 5.9 of the Land Development Code.

Previous Special Use Permits for short term rentals without a full-time on-site operator in similar locations within a residential neighborhood have been approved with a 3-year time limit. This time limit was to allow an opportunity for any potential nuisances to be reviewed as part of the renewal of a Special Use Permit.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• An SUP allows the city to regulate the use of a property as a short-term rental, which includes placing a time limit on how long the permit is valid for, and allows the city not to renew the permit should any concerns be raised by adjacent property owners.	•

4. RECOMMENDATION

On April 8, 2025, the Planning and Zoning Commission voted 9-0 to recommend Approval of the Specific Use Permit with a three year term limit. On April 24, 2025, City Council held a public hearing and introduced the ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

P&Z Public Hearing - April 8, 2025
City Council Public Hearing - April 24, 2025
City Cuuncil Vote - May 8, 2025

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. _04_PZ-2025-2437_2908 Tyler Ln SUP Staff Report
2. _04a_PZ 2025-2437 Letter of Intent
3. _04b_PZ 2025-2437 Location Map
4. _04c_PZ 2025-2437 Current Zoning
5. _04d_PZ 2025-2437 Notification Map

6. _04e_PZ 2025-2437_2908 Tyler Ln SUP Plot Plan
7. _04f_PZ-2025-2437_2908 Tyler Ln SUP_Ordinance 2025-12
8. _04f1_PZ 2025-2437_2908 Tyler Ln SUP Plot_EXHIBIT A
9. _04f2_PZ 2025-2437_2908 Tyler Ln SUP Proposed Zoning_EXHIBIT B
10. PZ-2025-2437_PPT

City of Taylor
PZ-2025-2437
Special Use Permit
Staff Report

Item Details

Subject Property:	2908 Tyler Lane
Total Acreage:	Approximately 0.137 acres
Legal Description:	Approximately 0.137 acres of land, generally located at 2908 Tyler Lane, more particularly described by the Williamson Central Appraisal District Parcel R427194, Rob Roy, Block B, Lot 133, Taylor, Williamson County, Texas.
Applicant:	Joan Maxfield
Property Owner(s):	Joan Maxfield
Request:	A request to obtain a Special Use Permit to use the property as lodging (short-term rental) without a full-time, on-site operator.
Case History:	This is the first hearing of this request.

Overview of Applicant's Request & Background

The subject property is a 1,622 square foot home located in the Rob Roy Estates Subdivision (circa 2002). The applicant is requesting a Special Use Permit to allow lodging (short-term rental) without a full-time, on-site operator. The Place Type zoning for the subject property is P3 – Neighborhood which allows lodging (short-term rental) by right if there is a full time, on-site operator and requires a Special Use Permit if there is no full time, on-site operator (LDC Section 5.2.2.1 (1) (c)).

Location:

The subject property is located mid-block at 2908 Tyler Lane (North of Mallard Lane and along the eastern side of Tyler Lane).

Physical and Natural Features:

The subject property consists of 0.137-acre lot in an established neighborhood of similar sized lots. The home consists of three bedrooms and two baths with a fenced backyard.

Growth Sector Designations:

The Infill Neighborhood Sector (G-4) consists of areas within the City that are already developed and served by infrastructure. Infill development is encouraged to generally match the character of the existing development while allowing for incremental increases in density.

Future Land Use and Zoning Designations:

The subject property was assigned the Future Land Use designation of Neighborhood Infill that represents existing developed areas in Taylor that have access to existing streets and utility infrastructure. Infill development is anticipated to fill in vacant and underutilized lots within the City of Taylor. These areas are anticipated to accommodate a slight increase in density with the inclusion of accessory dwelling units and missing middle housing such as smaller lots, townhomes, and additional corner units. In addition to housing, neighborhoods accommodate smaller neighborhood-oriented retail and services.

The subject property is currently zoned Place Type P3 – Neighborhood which allows lodging (short-term rental) by right if there is a full time, on-site operator and requires a Special Use Permit if there is no full time, on-site operator (section 5.2.2.1 (1) (c)). This district generally includes low-density residential areas.

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	P3 Neighborhood	Infill Neighborhood Sector	Neighborhood Infill	Single Family Residence
South	P3 Neighborhood	Infill Neighborhood Sector	Neighborhood Infill	Single Family Residence
East	P3 Neighborhood	Infill Neighborhood Sector	Neighborhood Infill	Single Family Residence
West	P3 Neighborhood	Infill Neighborhood Sector	Neighborhood Infill	Single Family Residence

Transportation

The subject property gains access off Mallard Lane and Tyler Lane.

Utilities

The subject property is located within the City of Taylor water CCN. There is an 8-inch water line located on Tyler Lane. subject property is located within the city's CCN for wastewater services and there is an 8-inch wastewater line located on Tyler Lane.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the SUP request. Thirty-Five (35) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, March 30th, 2025.

Staff Analysis

The request for a Special Use Permit aims to allow the owner to use the property as a short-term rental without a full-time, on-site operator.

The applicant has been operating the property as a long-term rental serving Samsung employees. They are only looking to use the site as a short-term rental in between leases. Staff are not aware of any previous complaints (for example, in terms of noise, disturbance to residents or parking problems) about the use of this property as a short-term rental.

Currently, the short-term rental of this property by this applicant appears to be in compliance with the performance and compatibility standards of Section 5.9 of the Land Development Code.

Previous Special Use Permits for short term rentals without a full-time on-site operator in similar locations within a residential neighborhood have been approved with a 3-year time limit. This time limit was to allow an opportunity for any potential nuisances to be reviewed as part of the renewal of a Special Use Permit.

Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested Special Use Permit.

Planning and Zoning Commission Recommendation

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

Is the Special Use Permit consistent with the Comprehensive Plan?

- The Special Use Permit request is consistent with the Comprehensive Plan.

Is the Special Use Permit compatible with the surrounding area?

- The use is compatible with the area.

Does the Special Use Permit promote the public health, safety, or general welfare?

- Staff analysis determined that the subject property is in accord with the Planning Principles and Policy Guide in the Comprehensive Plan that aims to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development.

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

- Public utilities are available in the area.

Do current conditions indicate that a Special Use Permit is necessary?

- Conditions do indicate that a Special Use Permit is necessary to allow lodging without a full-time, on-site operator.

Attachments:

- a. Letter of Intent from Applicant
- b. Location Map
- c. Zoning Map
- d. Notification Map
- e. Plot Plan
- f. Ordinance 2025-XX

- a. Survey – Exhibit A
- b. Proposed Zoning Map – Exhibit B

Special Use Permit for Short Term Rental

I own a 3BR/2B house at 2908 Tyler Lane in Taylor. At the present time, it is being rented by the month as a fully furnished home with all bills paid to construction workers at the Samsung facility. My plan is to also use it for short term rentals at times thru AirBNB.

The house would be rented to a maximum of 6 persons. Renters would be expected to park in the garage and drive where there is room for four cars. We will have rules in place to avoid having any negative impact on the neighbors. No parties or more than 6 guests will be permitted at the house. Quiet time will start at 9 PM. Fireworks and illegal substances will not be permitted. Carla and I both live locally within 15 minutes of the property so we could address any problems quickly and would be glad to share our contact information with the neighbors.

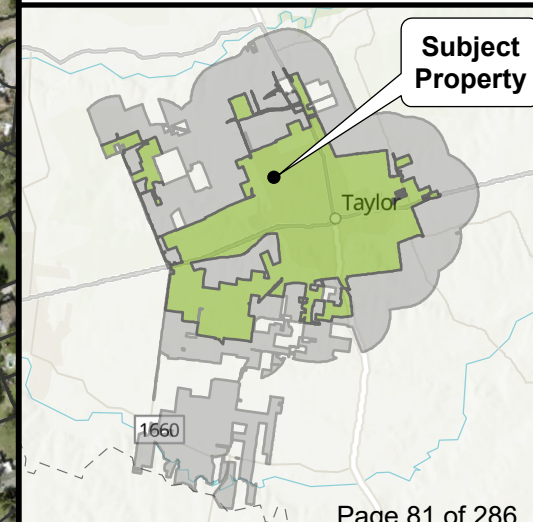
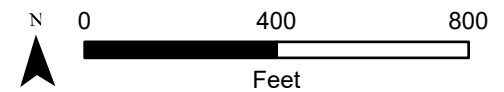
Carla Hoffman, my daughter, will be managing the property. She began managing an AirBNB rental 5 yrs ago and now manages three other AirBNB properties for me. On the AirBNB website she has had over 250 reviews with all 3 properties having excellent ratings from visitors. We have had no problems with noise or parties or any concern from our neighbors.



PZ-2025-2437

**2908 Tyler Lane
Special Use Permit
Location Map
Approximately 0.13 acres**

-  Subject Property
-  Parcels





PZ-2025-2437

**2908 Tyler Lane
Special Use Permit
Current Zoning Map
Approximately 0.13 acres**

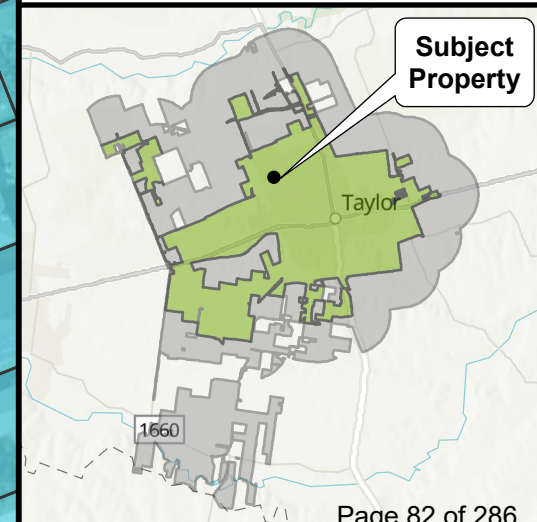
 Subject Property

 Parcels

Place Type Zoning

 P2.5: Large Lot

 P3: Neighborhood

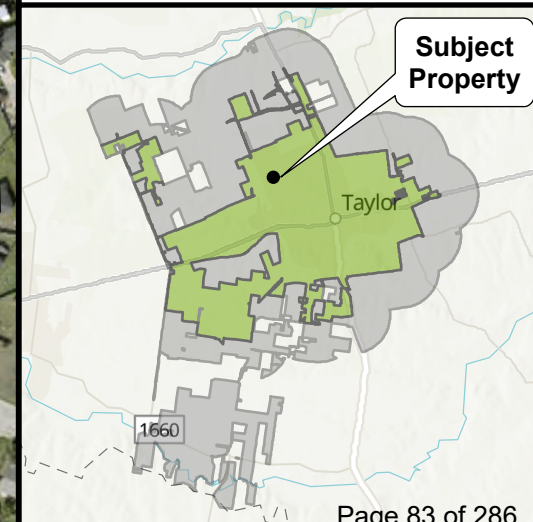
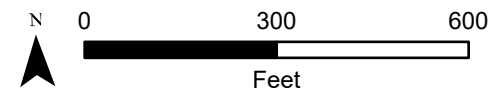




PZ-2025-2437

**2908 Tyler Lane
Special Use Permit
Notification Map
Approximately 0.13 acres**

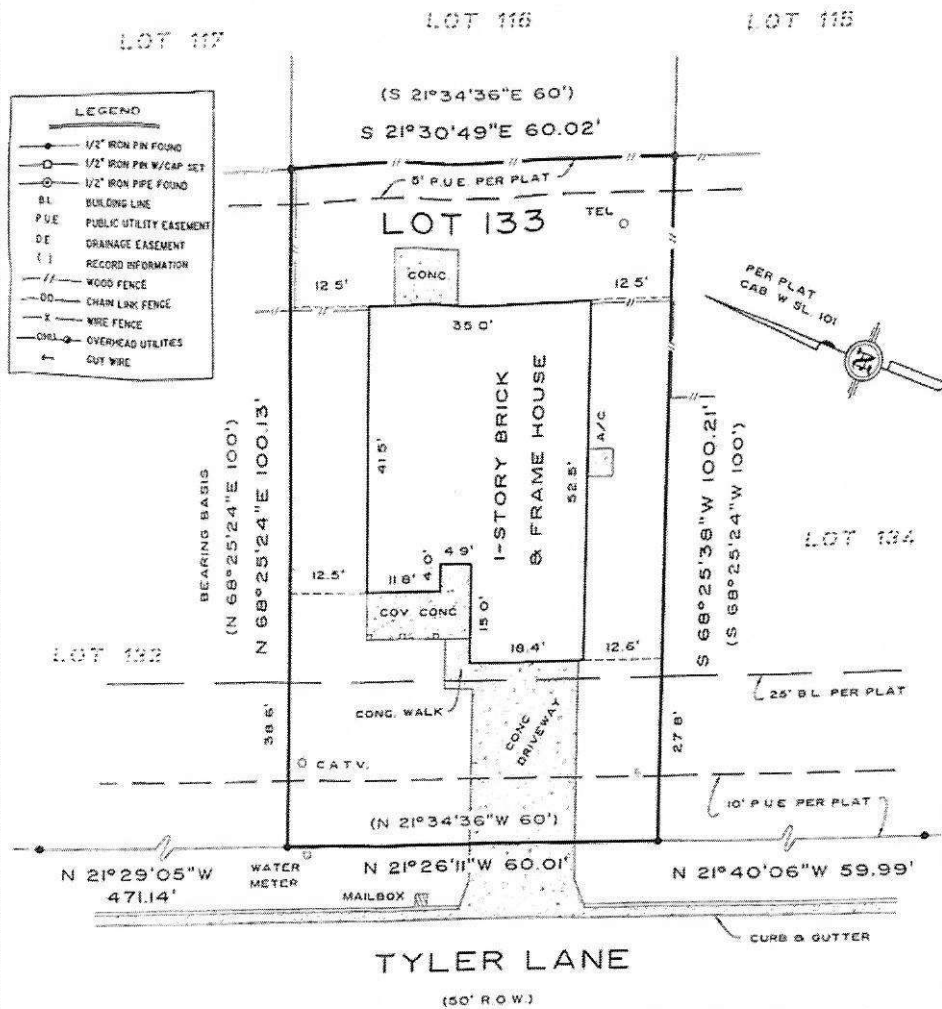
-  Subject Property
-  200-ft. Buffer
-  Notified Properties



SURVEY PLAT OF: 2908 TYLER LANE, TAYLOR, TEXAS, 76574

LEGAL DESCRIPTION: LOT 133, BLOCK B, ROB ROY ESTATES, AN ADDITION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET W, SLIDES 101-102, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

REFERENCE: TRAVIS STOLLE



Fences on common lot lines are for the use and enjoyment of both property owners. Fences meander along or near the lot lines. Restrictive covenants and easement rights recorded in Cabinet W, Slides 101-102, Plat Records of Williamson County, Texas, Document No 2002059311, Document No 2003051126, Real Property Records, Williamson County, Texas, affect this lot. The following items of record affect the parent tract of this lot: Volume 282, Page 504, Volume 348, Page 416, Volume 857, Page 945. Easement recorded in Volume 1439, Page 599, Real Property Records, Williamson County, Texas, does not affect this lot. This property is in Zone "X" of the F.E.M.A. Flood Insurance Rate Map for Williamson County, Texas, Community Panel No 480670 0535 E, Dated September 26th, 2008.

THE STATE OF TEXAS TO THE LIEN HOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED
COUNTY OF TRAVIS AND TO AUSTIN TITLE COMPANY AND LAWYERS TITLE INSURANCE CORPORATION

The undersigned does hereby state that this survey was this day made on the ground of the property legally described hereon and to the best of his information, knowledge and belief is correct, and that there are no discrepancies, conflicts, shortages in area, visible utility line or roads in place, except as shown hereon, and that said property has access to and from a dedicated roadway, except as shown hereon.

COPYRIGHT 2009 POINT-LINE SERVICES, INC.

Use of this survey for any other purpose or other parties shall be at their risk and undersigned is not responsible to others for any loss resulting therefrom.

Dated this 12th day of August, 2009

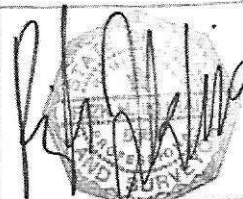
Job No 09800809 Scale: 1" = 20'

GF No 2413013586

POINT-LINE SERVICES, INC.

LAND & ENGINEERING SURVEYING
RIZK H. IKHRAIS, R.P.L.S. 5381

8200 CAMERON ROAD, SUITE 160
AUSTIN, TEXAS 78754
TEL (512) 339-0808 FAX (512) 339-0807



ORDINANCE NO. 2025-12

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR LODGING WITHOUT A FULL TIME, ON-SITE OPERATOR, LOCATED AT 2908 TYLER LANE, LEGALLY DESCRIBED AS ROB ROY ADDITION, BLOCK B, LOT 133, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R427194, TAYLOR, WILLIAMSON COUNTY, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIAL USE PERMIT APPROVED HEREIN; PROVIDING A SAVINGS CLAUSE

WHEREAS, the Taylor City Council conducted a public hearing on April 24, 2024, to consider the request made by the applicant, whose property is legally described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes (“Property”), to request a Special Use Permit for lodging without a full time, on-site operator, which is a use required to obtain a Special Use Permit to grant approval within the P3 – Neighborhood Place Type zoning district; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on April 8, 2025, to consider the Special Use Permit, and recommended approval of the Special Use Permit with a renewal in three (3) years to address any code enforcement issues if any, to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Special Use Permit with a term limit of three (3) years; and

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

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

SECTION 2. The Property is approved for a Special Use Permit to allow lodging without a full-time, on-site operator with a term limit of three (3) years.

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Special Use Permit for the Property as shown in Exhibit “B” attached hereto for all purposes.

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

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2025-12 was introduced before the Taylor City Council on the 24th day of April 2025.

PASSED, APPROVED, and ADOPTED on the 8th day of May, 2025.

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Lucy Aldrich, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2025-12, passed and approved by the City Council of the City of Taylor, Texas, on the 8th day of May 2025, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2025.

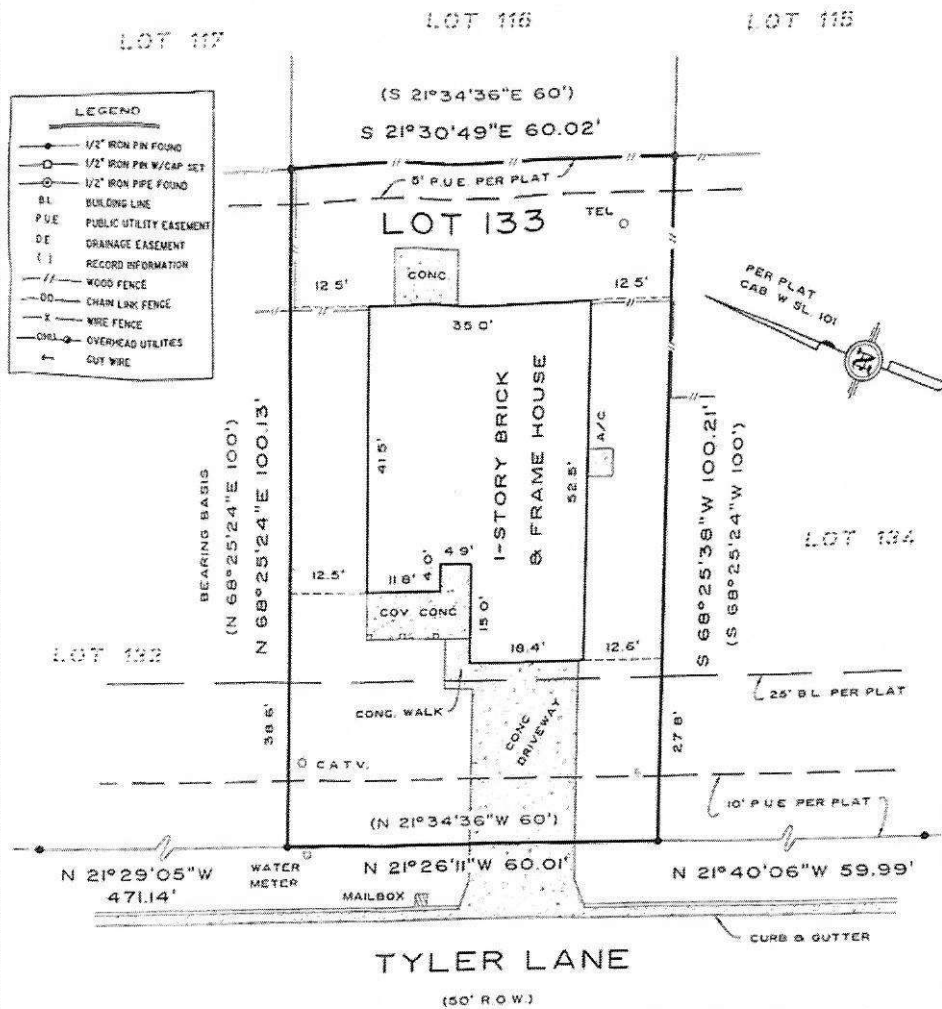
Lucy Aldrich
City Clerk

EXHIBIT A
(Legal Description/Survey)

SURVEY PLAT OF: 2908 TYLER LANE, TAYLOR, TEXAS, 76574

LEGAL DESCRIPTION: LOT 133, BLOCK B, ROB ROY ESTATES, AN ADDITION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET W, SLIDES 101-102, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

REFERENCE: TRAVIS STOLLE



Fences on common lot lines are for the use and enjoyment of both property owners. Fences meander along or near the lot lines. Restrictive covenants and easement rights recorded in Cabinet W, Slides 101-102, Plat Records of Williamson County, Texas, Document No. 2002059311, Document No. 2003051126, Real Property Records, Williamson County, Texas, affect this lot. The following items of record affect the parent tract of this lot: Volume 282, Page 504, Volume 348, Page 416, Volume 857, Page 945. Easement recorded in Volume 1439, Page 599, Real Property Records, Williamson County, Texas, does not affect this lot. This property is in Zone "X" of the F.E.M.A. Flood Insurance Rate Map for Williamson County, Texas, Community Panel No. 480670 0535 E, Dated September 26th, 2008.

THE STATE OF TEXAS TO THE LIEN HOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED
COUNTY OF TRAVIS AND TO AUSTIN TITLE COMPANY AND LAWYERS TITLE INSURANCE CORPORATION

The undersigned does hereby state that this survey was this day made on the ground of the property legally described hereon and to the best of his information, knowledge and belief is correct, and that there are no discrepancies, conflicts, shortages in area, visible utility line or roads in place, except as shown hereon, and that said property has access to and from a dedicated roadway, except as shown hereon.

COPYRIGHT 2009 POINT-LINE SERVICES, INC.

Use of this survey for any other purpose or other parties shall be at their risk and undersigned is not responsible to others for any loss resulting therefrom.

Dated this 12th day of August, 2009

Job No. 09800809 Scale: 1" = 20'

GF No. 2413013586

POINT-LINE SERVICES, INC.

LAND & ENGINEERING SURVEYING
RIZK H. IKHRAIS, R.P.L.S. 5381

8200 CAMERON ROAD, SUITE 160
AUSTIN, TEXAS 78754
TEL (512) 339-0808 FAX (512) 339-0807

[Signature]



PZ-2025-2437

**2908 Tyler Lane
Special Use Permit
Proposed Zoning Map
Approximately 0.13 acres**

 Subject Property

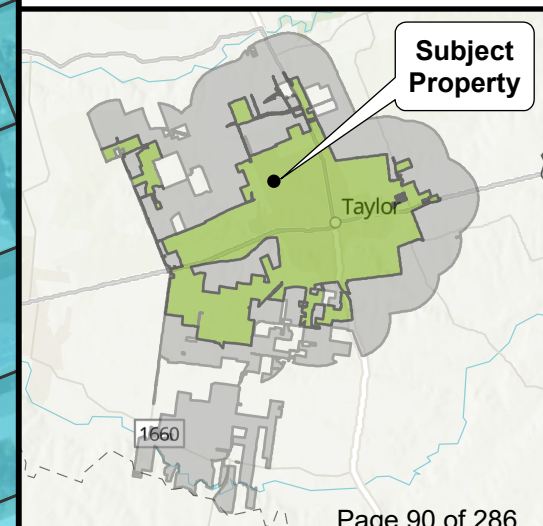
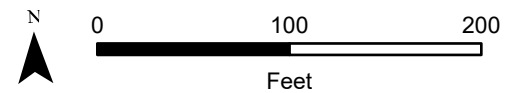
 Parcels

 Subject Property

Place Type Zoning

 P2.5: Large Lot

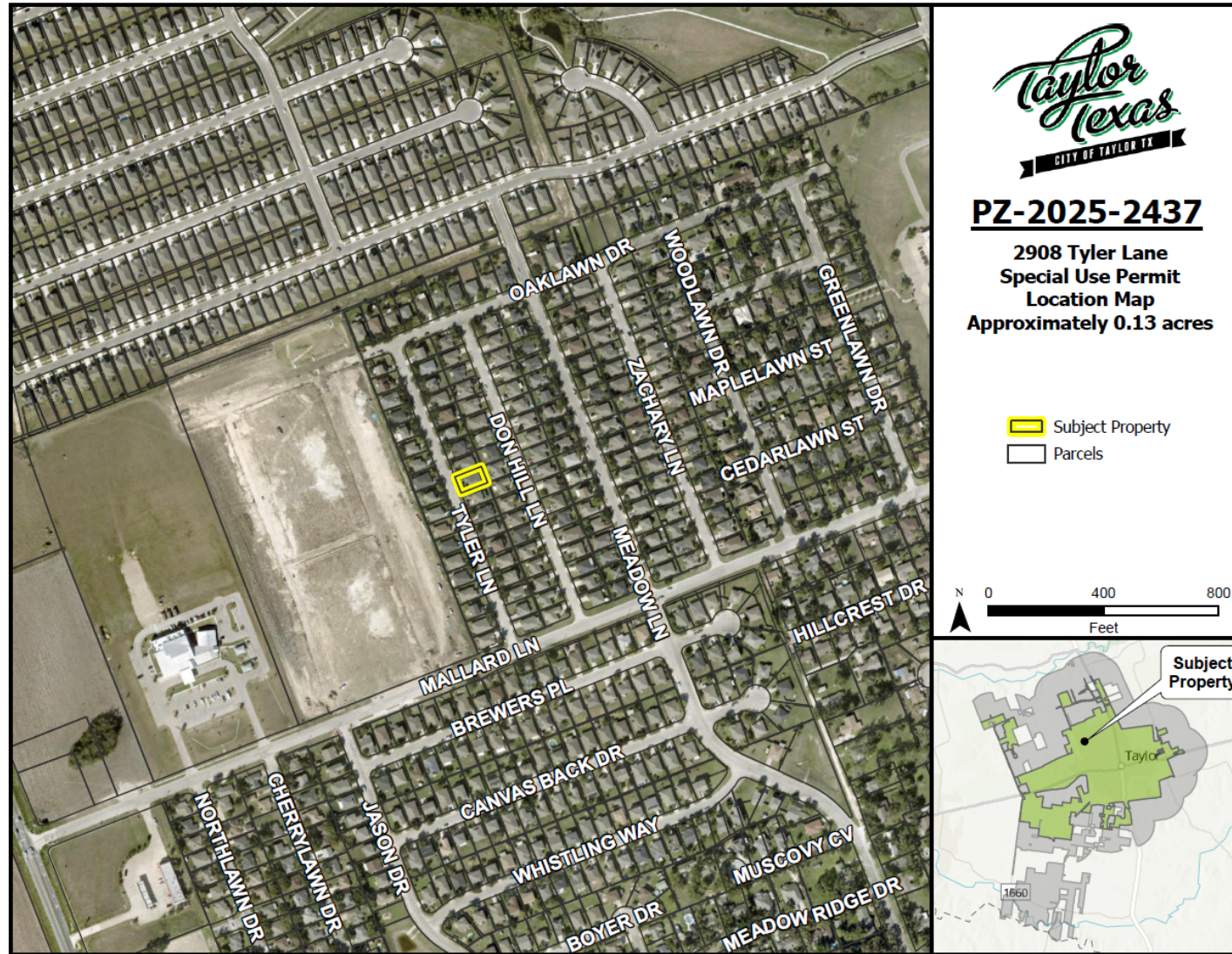
 P3: Neighborhood



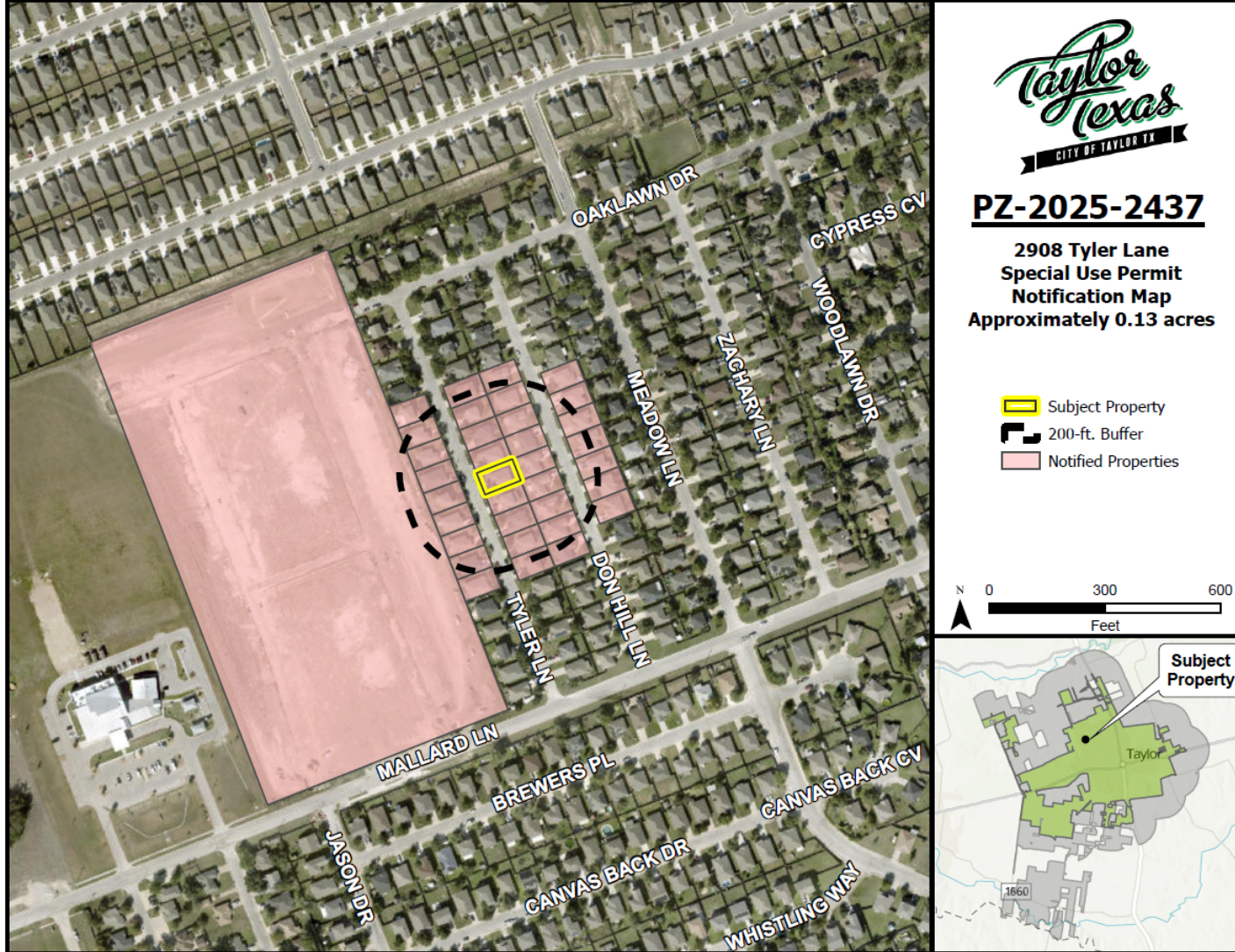
PZ-2025-2437

2908 Tyler Lane – Special Use Permit

Location Map

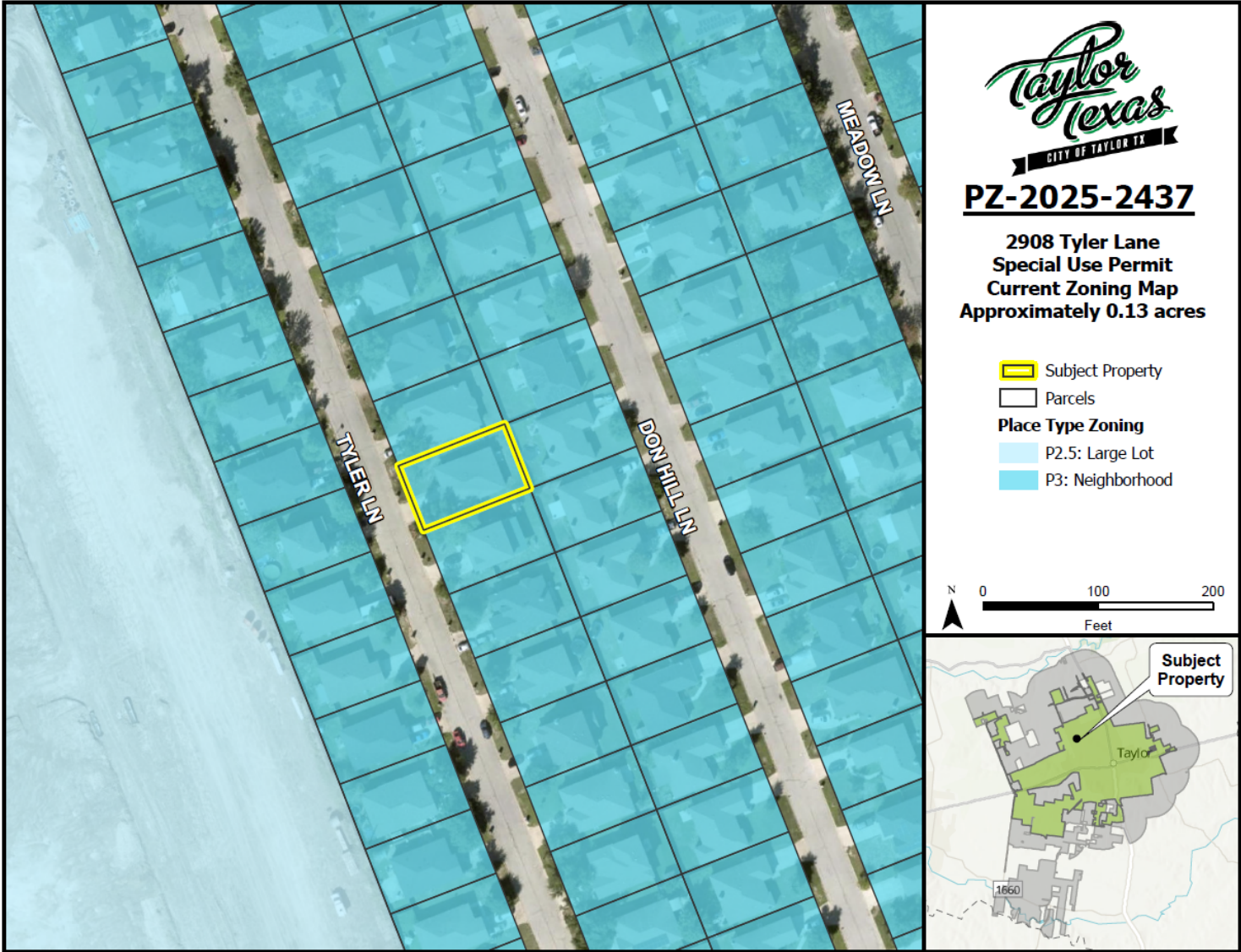


Notification Map



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

Existing Place Type Zoning



Request

Overview

- 2908 Tyler Lanes wants to operate as a short-term rental property.
- Applicant states there will not be an on-site operator
- New request as short-term rental
- P&Z to consider if a time limit should be placed.

Applicant stated the property will:

- Only operate between tenets. The tenets which are on monthly lease
- Quiet time at 9pm
- Will be rented to a maximum of 6 people at a time
- Will expect tenets to park inside garage

5.2.2.1 RESIDENTIAL BUILDING TYPES.

Within residential buildings the following uses are permitted with the stated limitations.

(1) P2, P2.5, P3, P3M.

- (a) Dwelling
- (b) Home Occupation
- (c) Lodging with a full time, on-site operator. Specific Use Permit without a full time, on-site operator
- (d) Accessory Commercial Use with Specific Use Permit

(2) P4, P5

- (a) Dwelling
- (b) Home Occupation
- (c) Lodging
- (d) Accessory Commercial Use

(3) EC- as determined in Employment Center Plan

P&Z Recommendation

On April 8, 2025, the Planning and Zoning Commission voted 9-0 to recommend approval of the Special Use Permit at 2908 Tyler Lane with a 3-year renewal condition.



City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality
Quality of Life

Agenda Item Number: 6.

Agenda Title: Consider approval of Ordinance 2025-13 regarding a request for a Special Use Permit, with conditions, to allow drive-through services in the second and third layer of the lot for property generally located at 2101 N. Main Street, legally described as 0.5717 acres of land in the William J. Baker Survey, Abstract No. 65, more particularly described by Williamson Central Appraisal District Parcel R018711, Taylor, Williamson County, Texas.

Council Action to be Taken: Approve on Consent Agenda.

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

The applicant is requesting a Special Use Permit to allow drive-thru facilities in the second and third layer of the lot within the P5 – Urban Center Place Type. The current Place Type zoning for the subject property only allows for drive-thru facilities within the third layer with a Special Use Permit.

Special Use Permits allow for the approval of land uses with characteristics or operating conditions that do not meet one or more of the criteria of the LDC, but which are in keeping within the intent of the LDC and the Comprehensive Plan.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

With a Special Use Permit, staff is able to recommend conditions to the site standards typical for the P5 - Urban Center Place Type while allowing drive-through services in the second layer. The site's southern neighbor is a fast-food restaurant, with a drive-thru which is congruent with the proposed use. However, the neighboring site was built before the adoption of the Land Development Code and the Comprehensive Plan, which designates the site as an area of high change. The current neighboring establishment, Taco Bell, is considered an existing non-conforming building type, which does not align with the City's stated desires for a walkable

urban center. N. Main Street is a major thoroughfare within the City, thus upholding a safe and connected environment that encourages walkable development and best aligns with the City's goals outlined in the Comprehensive Plan.

After communication with the applicant, staff have proposed options that allow for a drive through the facility within the second and third layers of the lot. The Code ensures dense, neighborhood-oriented style development for this P5 – Urban Center Place Type. While the articulation of the structures proposed is not completely congruent, staff require a means for safe street interaction, screening for parking from the public realm, and attractive landscaping.

Option 1: Option with “Pull-Ahead Spot”

1. Deviation from Section 4.3.1.8 of the Land Development Code to allow the **build-to-line** to exceed the 0'-15' as shown on the diagram provided February 27, with a driving aisle covered by landscaped screening in the space of a relocated pull ahead spot along the northern end of the property. *The setback from N. Main shall not surpass 30' and the landscaping shall be subject to Section Sec. 28-28 from the City of Taylor's Code of Ordinances. The applicant shall choose from the list of designated shade trees and determine spacing no greater than the average of the tree's mature crown diameter.*
2. Deviation to Section 4.3.1.8 of the Land Development Code to allow the **Facade Buildout** to be less than the 80% minimum required for P5 Place Type. *A minimum of 35 percent façade buildout shall be designated for this lot.*
3. Deviation to Section 4.3.1.8 of the Land Development Code to allow the **Building Disposition** to be *Edgeward* which is not permitted by right in the P5 Place Type.
4. Deviation to Section 4.3.1.8 of the Land Development Code to allow **Parking** to be *provided in the second and third layers of the site with a landscaped screening as opposed to only the third layer as is permitted in the P5 Place Type. Landscaping shall replace any parking shown in the first layer. A drive aisle shall be allowed to cross the front façade with an enhanced landscape buffer, screening the aisle from the roadway with shade trees along the sidewalk.*
5. Deviation from Section 5.2.2.2.4 of the Land Development Code to allow **Drive-thru Services** to be *provided in the second and third layers of the site as opposed to only the third layer. The drive aisle crossing the front façade shall connect the drive-thru to the singular entryway to N. Main, located near the northern edge of the property. A drive crossing the front façade shall limit the maximum allowable entrances from N. Main to one, with its position along the northern edge.*
6. Deviation to Section 5.4.1.2 of the Land Development Guide to allow the **parking area to be larger than one and a half times the size of the building footprint** in the P5 Place Type. *The parking size shall not surpass more than 5 times the building footprint.*

Option 2: Option without “Pull-Ahead Spot”

1. Deviation from Section 4.3.1.8 of the Land Development Code to allow the **Facade Buildout** to be less than the 80% minimum required for P5 Place Type. *A minimum of 35 percent façade buildout shall be designated for this lot.*
2. Deviation from the Land Development Code to allow the **Building Disposition** to be *Edgeyard* which is not permitted by right in the P5 Place Type.
3. Deviation from Section 4.3.1.8 of the Land Development Code to allow the **Parking** to be *provided in the second and third layers of the site with a landscaped screening* as opposed to only the third layer as permitted in the P5 Place Type. *A terminus for the drive-thru shall be allowed on the Southern end, in the existing southern curb cut, with no drive aisle crossing the front façade. With this deviation, there shall be no change to the build-to requirements allowed in the P5 Place Type.*
4. Deviation of Section 5.2.2.2.4 of the Land Development Code to allow **Drive-thru Services** *to be provided in the second and third layers of the lot* as opposed to only the third layer. The drive aisle on the southern end should be one-way only, with a reduced throat width compared to what is shown. A landscaped entry will exist between the entryways. Landscaping will occupy the parking space formerly in the first layer. Preferably, outdoor seating/dining should occupy the space from the front façade to the street in conjunction with landscaping, promoting a walkable environment. Shade trees shall run along the sidewalk as defined in Section Sec. 28-28 from the City of Taylor's Code of Ordinances with spacing no greater than the average of the tree's mature crown diameter.
5. Section 5.4.1.2 of the Land Development Code- Variance to allow the **parking area** to be larger than one and a half times the size of the building footprint in the P5 Place Type. *The parking size shall not surpass more than 5 times the building footprint.*

Of the two options presented to the applicant, they chose Option 1.

3. PROS and CONS	
<u>PROS</u>	<u>CONS</u>
• This SUP with conditions allows the city to accommodate the proposed use while still meeting the intent of the city's Land Development Code.	•

4. RECOMMENDATION

On April 8, 2025, the Planning and Zoning Commission voted 9-0 to recommend approval of the request for a Special Use Permit with Option 1 as presented by Staff.

Option 1: Option with “Pull-Ahead Spot”

1. Deviation from Section 4.3.1.8 of the Land Development Code to allow the **build-to-line** to exceed the 0'-15' as shown on the diagram provided February 27, with a driving aisle covered by landscaped screening in the space of a relocated pull ahead spot along the northern end of the property. *The setback from N. Main shall not surpass 30' and the landscaping shall be subject to Section Sec. 28-28 from the City of Taylor's Code of Ordinances. The applicant shall choose from the list of designated shade trees and determine spacing no greater than the average of the tree's mature crown diameter.*
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3. Deviation to Section 4.3.1.8 of the Land Development Code to allow the **Building Disposition** to be *Edgeward* which is not permitted by right in the P5 Place Type.
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5. Deviation from Section 5.2.2.2.4 of the Land Development Code to allow **Drive-thru Services** to be *provided in the second and third layers of the site as opposed to only the third layer. The drive aisle crossing the front façade shall connect the drive-thru to the singular entryway to N. Main, located near the northern edge of the property. A drive crossing the front façade shall limit the maximum allowable entrances from N. Main to one, with its position along the northern edge.*
6. Deviation to Section 5.4.1.2 of the Land Development Guide to allow the **parking area to be larger than one and a half times the size of the building footprint** in the P5 Place Type. *The parking size shall not surpass more than 5 times the building footprint.*

On April 24, 2025, the City Council held a public hearing and introduced the ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

P&Z Public Hearing - April 8, 2025

City Council Public Hearing - April 24, 2025

7. OTHER OPTIONS

8. ATTACHMENTS

1. _05_PZ-2025-2442 Wendy's SUP Staff Report
2. _05a_PZ-2025-2442 Wendy's SUP Letter of Intent
3. _05b_PZ-2025-2442 Wendy's SUP Site Plan
4. _05c_PZ-2025-2442 Wendy's SUP Staff Recommendation Letter
5. _05d_PZ 2025-2442 Location Map
6. _05e_PZ 2025-2442 Current Zoning
7. _05f_PZ 2025-2442 Growth Sector
8. _05g_PZ 2025-2442 Future Land Use
9. _05h_PZ 2025-2442 Proposed Zoning Map
10. _05i_PZ 2025-2442 SUP Notification Map
11. _05j_PZ-2025-2442 SUP Ordinance 2025-13
12. _05j1_PZ-2025-2442 SUP Field Notes_EXHIBIT A
13. _05j2_PZ 2025-2442 Proposed Zoning Map_EXHIBIT C
14. PZ-2025-2442_PPT

**City of Taylor
PZ-2025-2442
Special Use Permit
Staff Report**

Item Details

Agenda No.	5
Requested Action:	Consider Approval of a Special Use Permit with Conditions for drive-thru facilities in P5 – Urban Center.
Address/Location:	Generally located at 2101 N. Main St.
Legal Description:	Legally described as 0.5717 acres of land in the William J. Baker Survey, Abstract No. 65, more particularly described by Williamson Central Appraisal District Parcel R018711, Taylor, Williamson County, Texas.
Current Zoning:	P5 – Urban Center
Current Use:	Closed – Car Wash
Applicant:	Foresite Group, LLC
Case History:	This is the first submission of the Special Use Permit.

Overview of Applicant’s Request & Background

The applicant is requesting a Special Use Permit to allow drive-thru facilities in the second and third layer of the lot within the P5 – Urban Center Place Type. The current Place Type zoning for the subject property only allows for drive-thru facilities within the third layer with a Special Use Permit.

Special Use Permits allow for the approval of land uses with characteristics or operating conditions that do not meet one or more of the criteria of the LDC, but which are in keeping within the intent of the LDC and the Comprehensive Plan.

Location:

The subject property is located on the Western side of N. Main Street. Neighboring establishments: Taco Bell (2009 N. Main Street) and Pizza Hut (2103 N. Main Street).

Physical and Natural Features:

The subject property consists of a 0.5717-acre lot surrounded by similar sized lots. The site is predominately paved and has an abandoned car wash structure with associated lighting, signage, and a dumpster enclosure.

Growth Sector Designations:

The Infill Neighborhood Sector (G-5) consists of areas within the city that are already developed and served by infrastructure. Development in this area is intended for higher intensity uses than are currently in place.

Future Land Use and Zoning Designations:

The subject property was assigned the Future Land Use designation of Market Center: Community. This represents mixed-use areas anchored by a retail destination where surrounding residents go to get daily goods and services. As with all centers, Market Centers are envisioned as mixed-use and walkable places.

The subject property is currently zoned Place Type P5 – Urban Center which allows for commercial and retail uses. The proposed site is partially congruent with the Land Development Code. The proposed building type, building disposition, and parking locations do not meet restrictions outlined in the LDC. However, the proposed Small Commercial building type is allowed in the Place Type. The applicant is requesting a special use permit for a drive-thru to best meet the needs of their end tenant. Section 5.2.2.2(4) of the Land Development Code grants the City Council to permit drive-thru facilities for commercial building types.

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	P5 Urban Center	Infill Growth Sector	Market Center: Community	Commercial
South	P5 Urban Center	Infill Growth Sector	Market Center: Community	Commercial
East	P5 Urban Center	Infill Growth Sector	Market Center: Community	Commercial
West	P4 Mix	Infill Neighborhood Sector	Neighborhood Infill	Single Family Residence

Transportation

The subject property gains access from two points of ingress off N. Main Street, a designated Community Boulevard and Multi-modal Corridor. There is a city-owned underutilized alley in the rear of the property (western edge). The site is centrally located between Dahlberg Blvd. to the North and Commercial Drive to the South.

Utilities

The subject property is located within the City of Taylor water and wastewater CCN. There is 10-inch water line located on N. Main St. and there is a 6-inch wastewater line located on N. Main St.

Public Notification

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

Eleven (11) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, March 23, 2025.

Staff Analysis

The request for a Special Use Permit aims to allow the owner to use the property for a fast-food restaurant with a drive-thru. To use the site for the proposed use, staff have identified context-sensitive conditions that should be added to the Special Use Permit to achieve the spirit of the Land Development Code. While staff believe that a drive-thru typical of lower density development is not in line with the goals and objectives of the P5 – Urban Center Taylor Comprehensive Plan and Land Development Code, staff has made recommendations that would increase the site’s compliance to both documents.

With a Special Use Permit, staff is able to recommend conditions to the site standards typical for the P5 - Urban Center Place Type while allowing drive-through services in the second layer. The site’s southern neighbor is a fast-food restaurant, with a drive-thru which is congruent with the proposed use. However, the neighboring site was built before the adoption of the Land Development Code and the Comprehensive Plan, which designates the site as an area of high change. The current neighboring establishment, Taco Bell, is considered an existing non-conforming building type, which does not align with the City’s stated desires for a walkable urban center. N. Main Street is a major thoroughfare within the City, thus upholding a safe and connected environment that encourages walkable development and best aligns with the City’s goals outlined in the Comprehensive Plan.

After communication with the applicant, staff have proposed options that allow for a drive through the facility within the second and third layers of the lot. The Code ensures dense, neighborhood-oriented style development for this P5 – Urban Center Place Type. While the articulation of the structures proposed is not completely congruent, staff require a means for safe street interaction, screening for parking from the public realm, and attractive landscaping.

Finally, the Comprehensive Plan encourages development that protects drivers and pedestrians. In this context, it is important to limit dangerous pedestrian and vehicular interactions along N. Main Street and the adjacent mixed-use path. On the West side of N. Main, there are 12 entrances that have been constructed. While using the underutilized alley in the rear is most likely not a plausible option for the applicant, City is seeking a site design that improves safety and potentially decreases the amount of access points onto the roadway.

Staff Recommendation

For the reasons stated in the staff analysis, Staff recommends approval of the requested Special Use Permit with Conditions. Two options were presented to the applicant. The applicant shall choose one that best aligns with the need of their tenant.

Option 1: Option with “Pull-Ahead Spot”

1. Deviation from Section 4.3.1.8 of the Land Development Code to allow the **build-to-line** to exceed the 0'-15' as shown on the diagram provided February 27, with a driving aisle covered by landscaped screening in the space of a relocated pull ahead spot along the northern end of the property. *The setback from N. Main shall not surpass 30' and the*

landscaping shall be subject to Section Sec. 28-28 from the City of Taylor's Code of Ordinances. The applicant shall choose from the list of designated shade trees and determine spacing no greater than the average of the tree's mature crown diameter.

2. Deviation to Section 4.3.1.8 of the Land Development Code to allow the **Facade Buildout** to be less than the 80% minimum required for P5 Place Type. *A minimum of 35 percent façade buildout shall be designated for this lot.*
3. Deviation to Section 4.3.1.8 of the Land Development Code to allow the **Building Disposition** to be *Edgeward* which is not permitted by right in the P5 Place Type.
4. Deviation to Section 4.3.1.8 of the Land Development Code to allow **Parking** to be *provided in the second and third layers of the site with a landscaped screening as opposed to only the third layer as is permitted in the P5 Place Type. Landscaping shall replace any parking shown in the first layer. A drive aisle shall be allowed to cross the front façade with an enhanced landscape buffer, screening the aisle from the roadway with shade trees along the sidewalk.*
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Option 2: Option without “Pull-Ahead Spot”

1. Deviation from Section 4.3.1.8 of the Land Development Code to allow the **Facade Buildout** to be less than the 80% minimum required for P5 Place Type. *A minimum of 35 percent façade buildout shall be designated for this lot.*
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throat width compared to what is shown. A landscaped entry will exist between the entryways. Landscaping will occupy the parking space formerly in the first layer. Preferably, outdoor seating/dining should occupy the space from the front façade to the street in conjunction with landscaping, promoting a walkable environment. Shade trees shall run along the sidewalk as defined in Section Sec. 28-28 from the City of Taylor's Code of Ordinances with spacing no greater than the average of the tree's mature crown diameter.

5. Section 5.4.1.2 of the Land Development Code- Variance to allow the **parking area** to be larger than one and a half times the size of the building footprint in the P5 Place Type. *The parking size shall not surpass more than 5 times the building footprint.*

Planning and Zoning Commission Recommendation

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

Is the Special Use Permit consistent with the Comprehensive Plan?

- The Special Use Permit request is inconsistent with the Comprehensive Plan.

Is the Special Use Permit compatible with the surrounding area?

- The use is compatible with the area.

Does the Special Use Permit promote the public health, safety, or general welfare?

- Staff analysis determined that the special use permit with listed conditions is in accord with the Planning Principles and Policy Guide in the Comprehensive Plan that aims to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development.

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

- Public utilities are available in the area.

Do current conditions indicate that a Special Use Permit is necessary?

- Conditions do indicate that a Special Use Permit is necessary for a drive-thru facility.

Attachments

- a) Applicant's Letter of Intent
- b) Applicant's Site Plan
- c) Staff Conditions for SUP
- d) Location Map
- e) Current Zoning Map
- f) Growth Sector Map
- g) Future Land Use Map
- h) Proposed Zoning Map
- i) Notification Map
- j) Ordinance 2025-XX
 - a. Survey
 - b. Proposed Zoning Map



4925 Greenville Avenue, Suite 480
Dallas, Texas 75206
o | 214.939.7123
f | 770.368.1944
w | www.foresitegroup.net
D/B/A Foresite Consulting Group of Texas, LLC

March 3rd, 2024

City of Taylor
Development Services
Development.services@taylortx.gov
(512) 352-3675

**RE: Wendy's Taylor 4903
Letter of Intent**

Dear City of Taylor,

The purpose of this narrative is to provide the intent of the special use permit for the proposed +/- 2,024 SF Wendy's Drive-through restaurant on a +/- 0.57-acre parcel of land ("Site") Located at 2101 N Main Street, Taylor, TX 76574 within the City of Taylor Jurisdictional limits. The special use permit is needed to obtain drive-through services in conjunction with a proposed restaurant use.

Sincerely,
FORESITE GROUP, LLC

A handwritten signature in black ink that reads "Caroline H".

Caroline McConnell
Project Analyst

cc: David Norris (Foresite Group, LLC)
cc: Tina Ramke (HAZA Foods)

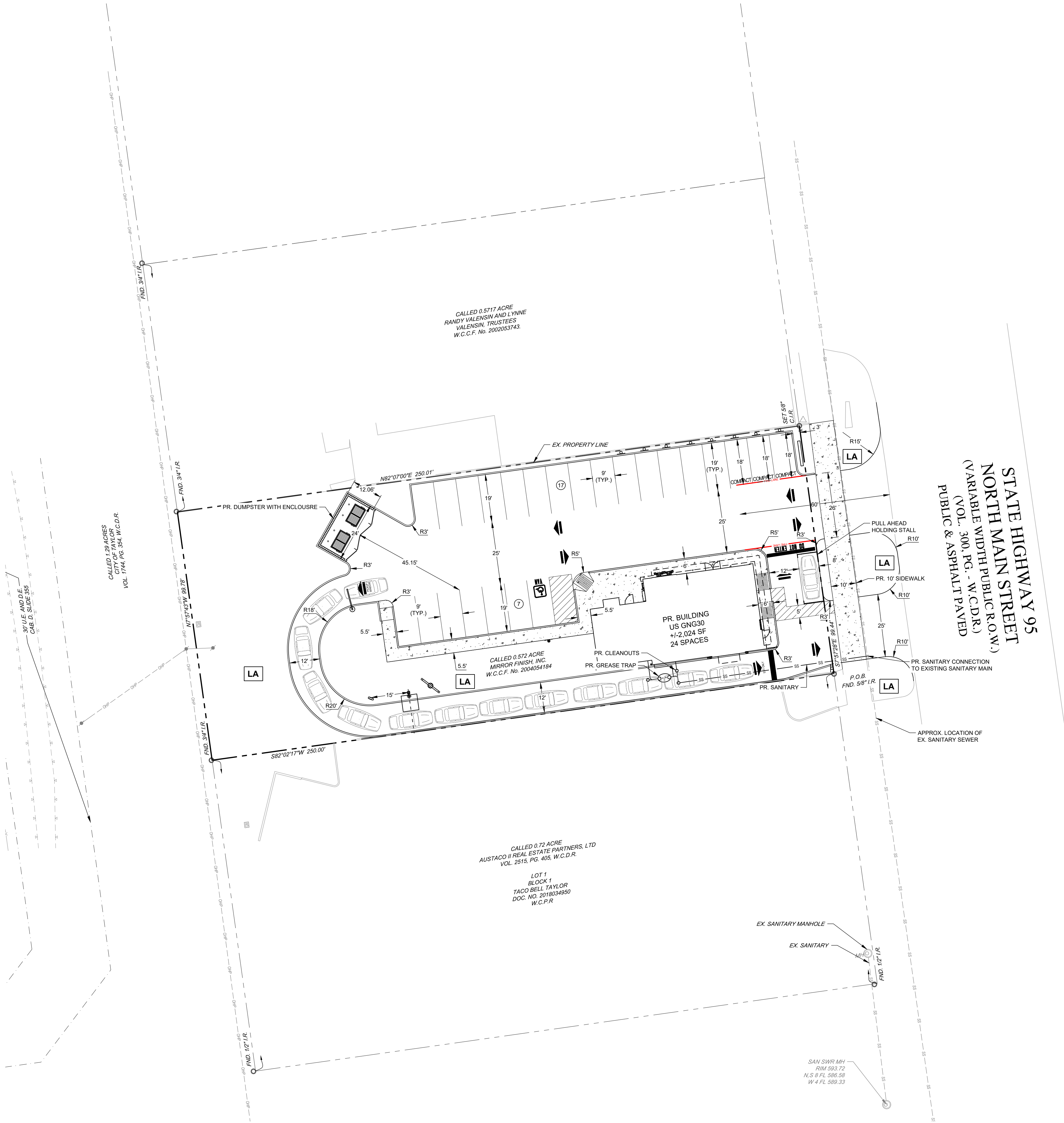
GENERAL NOTES:

- 1) ALL PROPOSED DIMENSIONS USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED PARKING LOT ARE SHOWN AT THE FACE OF CURB. ALL PROPOSED DIMENSIONS USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED BUILDING LOCATION ARE GIVEN AT THE OUTSIDE FACE OF THE BUILDING CORNERS. ALL CURB RADII ARE GIVEN AT THE FACE OF CURB.
- 2) CONTRACTOR MUST NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS IN THE FIELD AND THE SURVEY SHOWN ON THE PLANS BEFORE PROCEEDING WITH ANY NEW CONSTRUCTION.
- 3) CONTRACTOR IS RESPONSIBLE FOR CORRECT HORIZONTAL AND VERTICAL ALIGNMENT OF ALL TIES BETWEEN PROPOSED AND EXISTING PAVEMENTS, CURB AND GUTTER, SIDEWALKS, WALLS, AND UTILITIES.

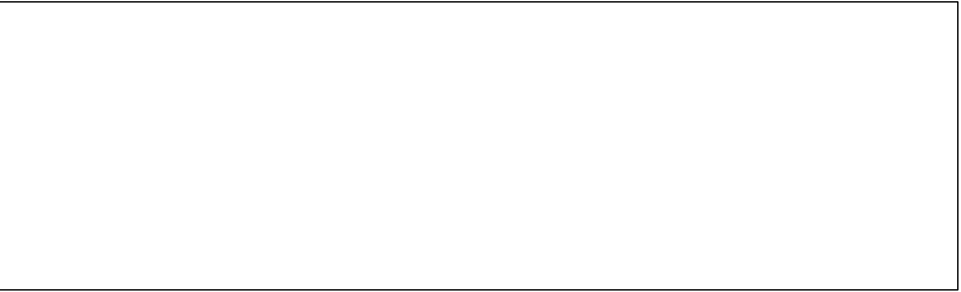
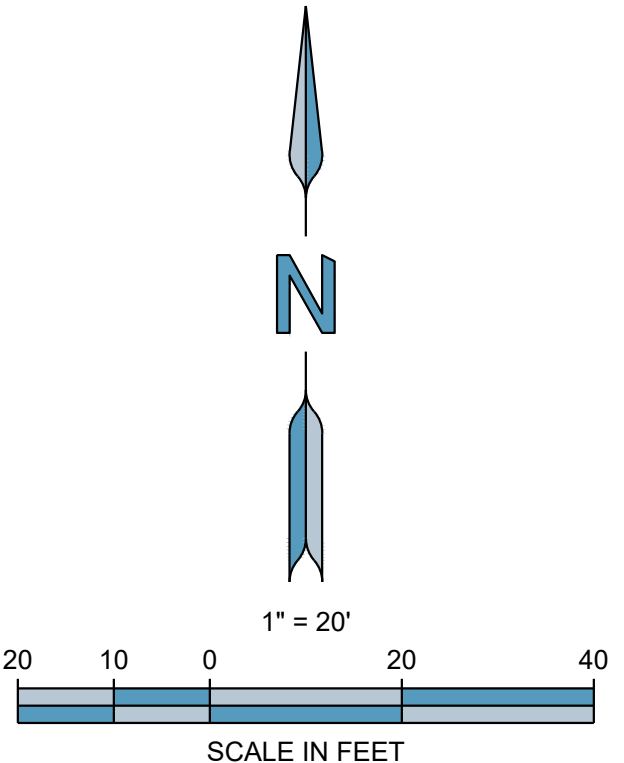
SITE NOTES:

- 1) SEE ARCHITECTURAL PLANS FOR BUILDING FLOOR PLAN DIMENSIONS, DOOR LOCATIONS, SITE LIGHTING PLAN, AND OTHER ARCHITECTURAL DETAILS.
- 2) ALL CONSTRUCTION RELATED PERMITS DURING THE CONSTRUCTION PHASE OF THIS PROJECT ARE THE RESPONSIBILITY OF THE OWNER, HOWEVER A CONTRACTOR/DEVELOPER CAN DO PERMITTING WITH AGENT AUTHORIZATION.
- 3) CONSTRUCTION TRAILERS ARE TO BE PERMITTED PURSUANT WITH A VALID BUILDING PERMIT.
- 4) THE CITY OF TAYLOR ACCEPTS NO RESPONSIBILITY FOR THE AMERICANS WITH DISABILITIES ACT (ADA), EXCEPT FOR NOTIFICATION REQUIREMENT. THE OWNER/DEVELOPER IS SOLELY RESPONSIBLE FOR COMPLIANCE FOR SAID ACT.
- 5) ENGINEER CONTACT: MR. DAVID A. NORRIS, PE, (214) 939-7123.

BENCHMARKS	
NAME	DESCRIPTION
TEMPORARY BENCHMARK #1	BOX CUT ON THE SOUTHEAST CORNER OF THE HEADWALL AT THE NORTH SIDE OF THE NORTHERNMOST DRIVEWAY. ELEV = 595.93'



LEGEND	
	PROPERTY LINE
	LANDSCAPE AREAS
	FIRE LANE STRIPING
	VEHICLE
	PROPOSED PARKING COUNT



SITE PLAN
FOR
2101 N MAIN STREET

+/- 0.57 ACRES
LOCATED IN THE WILLIAM J. BAKER SURVEY
ABSTRACT NO. 65
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS

PREPARED: FEBRUARY 2025

TBPELS Firm No. F-12878

FORESITE
group

D/B/A Foresite Consulting Group of Texas, Inc.

ENGINEER:
FORESITE GROUP, LLC
4925 GREENVILLE AVE., SUITE 480
DALLAS, TX 75206
(214) 939-7123
CONTACT: DAVID NORRIS, P.E.



March 27, 2025

David Norris
4925 Greenville Ave., Suite 480
Dallas, Texas 75206

RE: Staff Recommendations for Special Use Permit for 2101 N Main St. to allow drive-thru facilities in the P5: Urban Center land type designation.

Dear David:

Staff has made two recommendations based upon whether a pull-ahead spot is desired for your intended tenant. Please consider them and determine which scenario best fits your interests. If you have any questions or concerns, please contact Cole Bakley.

Option 1: Option with “Pull-Ahead Spot”

1. Deviation from Section 4.3.1.8 of the Land Development Code to allow the build-to-line to exceed the 0'-15' as shown on the diagram provided February 27, with a driving aisle covered by landscaped screening in the space of a relocated pull ahead spot along the northern end of the property. The setback from N. Main shall not surpass 30' and the landscaping shall be subject to Section Sec. 28-28 from the City of Taylor's Code of Ordinances. The applicant shall choose from the list of designated shade trees and determine spacing no greater than the average of the tree's mature crown diameter.
2. Deviation to Section 4.3.1.8 of the Land Development Code to allow the Facade Buildout to be less than the 80% minimum required for P5 Place Type. A minimum of 35 percent façade buildout shall be designated for this lot.
3. Deviation to Section 4.3.1.8 of the Land Development Code to allow the Building Disposition to be Edgeyard which is not permitted by right in the P5 Place Type.
4. Deviation to Section 4.3.1.8 of the Land Development Code to allow the Parking to be provided in the second and third layers of the site with a landscaped screening as opposed to only the third layer as is permitted in the P5 Place Type. Landscaping shall replace any parking shown in the first layer. A drive aisle shall be allowed to cross the front façade with an enhanced landscape buffer, screening the aisle from the roadway with shade trees along the sidewalk.
5. Deviation from Section 5.2.2.2.4 of the Land Development Code to allow Drive-thru Services to be provided in the second and third layers of the site as opposed to



- only the third layer. The drive aisle crossing the front façade shall connect the drive-thru to the singular entryway to N. Main, located near the northern edge of the property. A drive crossing the front façade shall limit the maximum allowable entrances from N. Main to one, with its position along the northern edge.
6. Deviation to Section 5.4.1.2 of the Land Development Guide to allow the parking area to be larger than one and a half times the size of the building footprint in the P5 Place Type. The parking size shall not surpass more than 5 times the building footprint.



Option 2: Option without “Pull-Ahead Spot”

1. Deviation from Section 4.3.1.8 of the Land Development Code to allow the Facade Buildout to be less than the 80% minimum required for P5 Place Type. A minimum of 35 percent façade buildout shall be designated for this lot.
2. Deviation from the Land Development Code to allow the Building Disposition to be Edgeyard which is not permitted by right in the P5 Place Type.
3. Deviation from Section 4.3.1.8 of the Land Development Code to allow the Parking to be provided in the second and third layers of the site with a landscaped screening as opposed to only the third layer as permitted in the P5 Place Type. A terminus for the drive-thru shall be allowed on the Southern end, in the existing southern curb cut, with no drive aisle crossing the front façade. With this deviation, there shall be no change to the build-to requirements allowed in the P5 Place Type.
4. Deviation of Section 5.2.2.2.4 of the Land Development Code to allow Drive-thru Services to be provided in the second and third layers of the site as opposed to only the third layer. The drive aisle on the southern end should be one-way only, with a reduced throat width compared to what is shown. A landscaped entry will exist between the entryways. Landscaping will occupy the parking space formerly in the first layer. Preferably, outdoor seating/dining should occupy the space to the street in conjunction with landscaping, promoting a walkable environment. Shade trees shall run along the sidewalk as defined in Section Sec. 28-28 from the City of Taylor's Code of Ordinances with spacing no greater than the average of the tree's mature crown diameter.
5. Section 5.4.1.2 of the Land Development Code- Variance to allow the parking area to be larger than one and a half times the size of the building footprint in the P5 Place Type. The parking size shall not surpass more than 5 times the building footprint.

Respectfully,

Cole Bakley

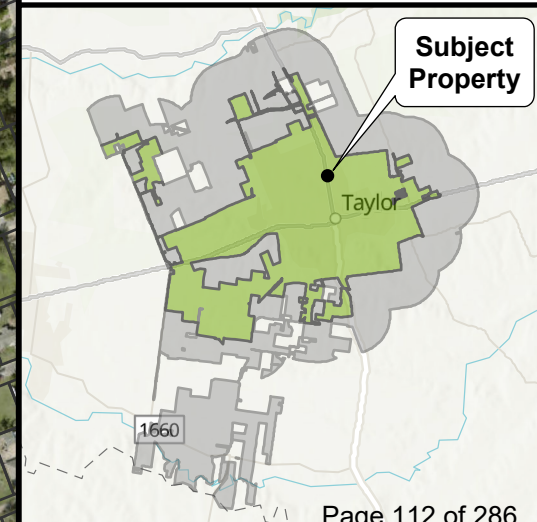
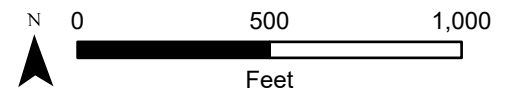
Cole Bakley
Senior Planner
Development Services Department
City of Taylor



PZ-2025-2442

**2101 N Main St
Special Use Permit
Location Map
Approximately 0.57 acres**

-  Subject Property
-  Parcels





PZ-2025-2442

**2101 N Main St
Special Use Permit
Current Zoning Map
Approximately 0.57 acres**

 Subject Property

 Parcels

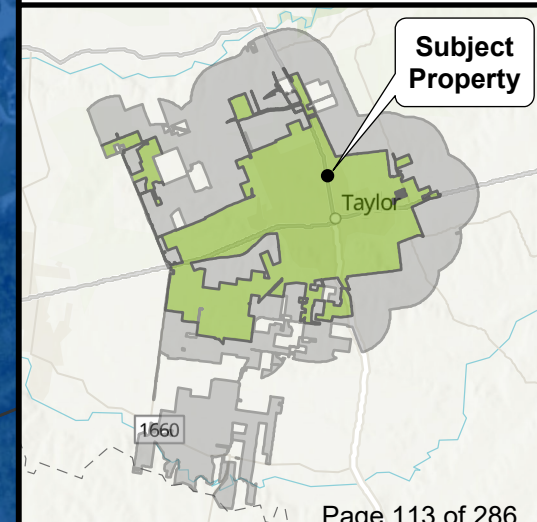
Place Type Zoning

 P3: Neighborhood

 P4: Mix

 P5: Urban Center

 CS: Civic Space





PZ-2025-2442

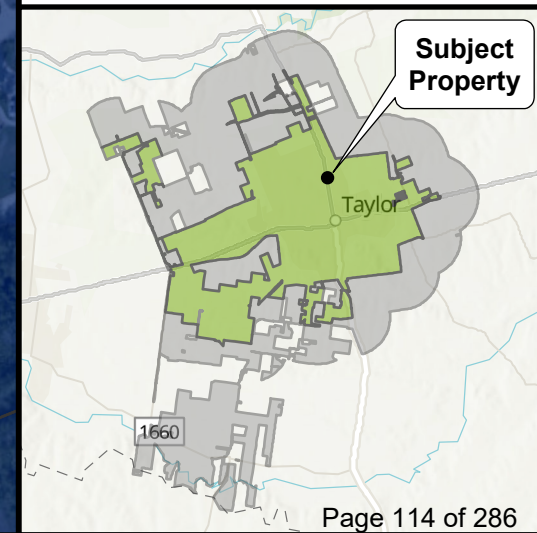
**2101 N Main St
Special Use Permit
Growth Sector Map
Approximately 0.57 acres**

 Subject Property

 Parcels

Growth Sector

-  Intended Growth Sector (G-3)
-  Infill Neighborhood Sector (G-4)
-  Infill Growth Sector (G-5)





PZ-2025-2442

2101 N Main St
Special Use Permit
Future Land Use Map
Approximately 0.57 acres

 Subject Property

 Parcels

Future Land Use

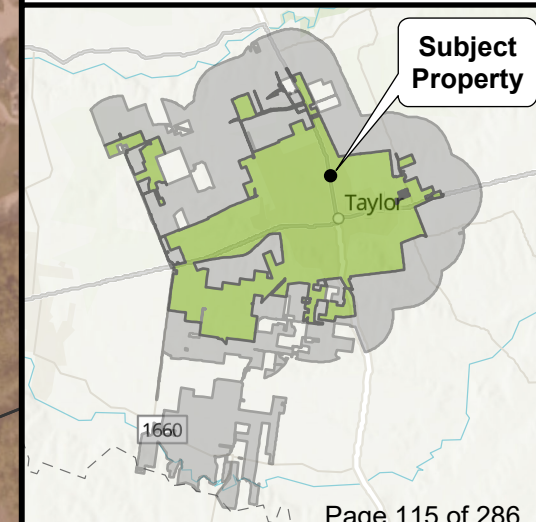
 Area of Minimal Change

 Neighborhood Infill

 Employment: Neighborhood

 Market: Community

 Market: Neighborhood

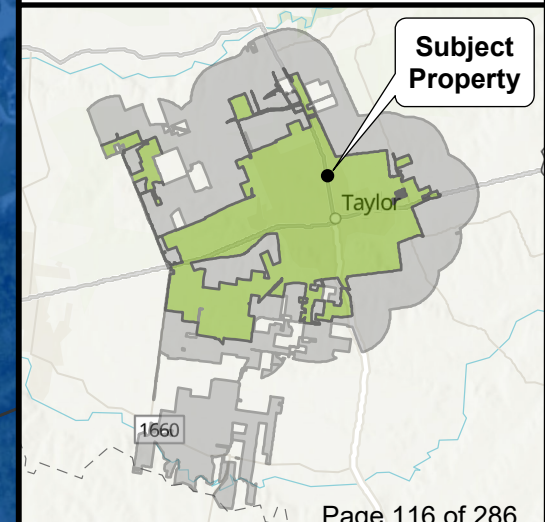




PZ-2025-2442

**2101 N Main St
Special Use Permit
Proposed Zoning Map
Approximately 0.57 acres**

- | | |
|--|--|
|  Subject Property | Place Type Zoning |
|  Parcels |  P3: Neighborhood |
| Overlay Zoning |  P4: Mix |
|  Special Use Permit Overlay |  P5: Urban Center |
| |  CS: Civic Space |

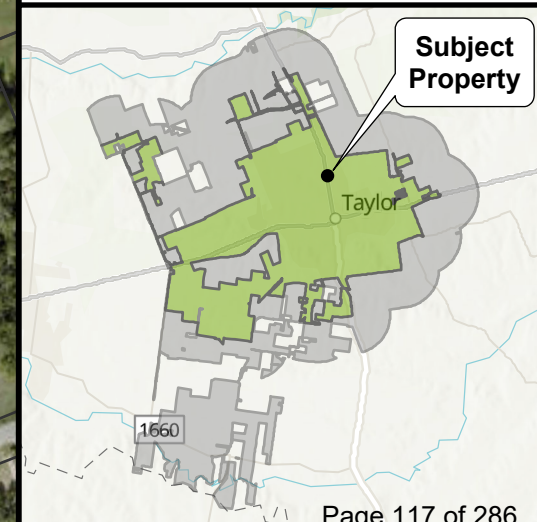
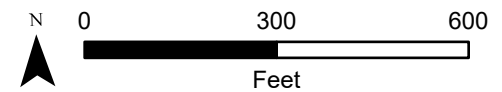




PZ-2025-2442

**2101 N Main St
Special Use Permit
Notification Map
Approximately 0.57 acres**

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



ORDINANCE NO. 2025-13

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR DRIVE THRU FACILITIES AND CONDITIONS RELATED TO SITE DEVELOPMENT GENERALLY LOCATED AT 2101 N. MAIN STREET, LEGALLY DESCRIBED AS APPROXIMATELY 0.5717 ACRES OF LAND IN THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65, TAYLOR, WILLIAMSON COUNTY, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE SPECIAL USE PERMIT APPROVED HEREIN;

WHEREAS, the Taylor City Council, after proper notice, conducted a public hearing on April 24, 2025, to consider the request made by David Norris, Foresite Group LLC, Applicant of the property, respectively, which property is shown in Exhibit “A” attached hereto and incorporated by reference herein for all purposes (“Property”), to request a Special Use Permit for a drive through facilities, which is required for in P5: Urban Center.

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on April 8, 2025, to consider the request for a Special Use Permit, and recommended approval of the request with conditions to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Property Special Use Permit with conditions shown in Exhibit “B”.

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

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

SECTION 2. The Property is approved for a Special Use Permit for drive-through facilities in the P5: Urban Center Place Type as defined Section 5.2.2.2.4 of the Land Development Code, with conditions shown in Exhibit “B”.

SECTION 3. The Property is approved with the Conditions outlined in Exhibit “B” attached hereto and incorporated herein for all purposes.

SECTION 4. The Official Zoning map of the City of Taylor, Texas, is changed to show the Special Use Permit for the Property as shown in Exhibit “C” attached hereto and incorporated herein for all purposes.

SECTION 5. All other terms and conditions contained in the official zoning map, except as amended herein, shall continue and remain in full force and effect.

SECTION 6. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of

this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 7. In accordance with Article VIII of the City Charter, Ordinance 2025-13 was introduced before the Taylor City Council on the 24th day of April 2025.

PASSED, APPROVED, and ADOPTED on the 8th day of May 2025.

Dwanye Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

Mark Schroeder, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Lucy Aldrich, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2025-13, passed and approved by the City Council of the City of Taylor, Texas, on the 8th day of May 2025, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2025.

Lucy Aldrich,
City Clerk

EXHIBIT A
(Survey/Legal Description)

EXHIBIT B

(Site Development Conditions)

1. Deviation from Section 4.3.1.8 of the Land Development Code to allow the build-to-line to exceed the 0'-15' as shown on the diagram provided February 27, with a driving aisle covered by landscaped screening in the space of a relocated pull ahead spot along the northern end of the property. *The setback from N. Main shall not surpass 30' and the landscaping shall be subject to Section Sec. 28-28 from the City of Taylor's Code of Ordinances. The applicant shall choose from the list of designated shade trees and determine spacing no greater than the average of the tree's mature crown diameter.*
2. Deviation to Section 4.3.1.8 of the Land Development Code to allow the Facade Buildout to be less than the 80% minimum required for P5 Place Type. *A minimum of 35 percent façade buildout shall be designated for this lot.*
3. Deviation to Section 4.3.1.8 of the Land Development Code to allow the Building Disposition to be *Edgeward* which is not permitted by right in the P5 Place Type.
4. Deviation to Section 4.3.1.8 of the Land Development Code to allow Parking to be provided in the second and third layers of the site with a landscaped screening as opposed to only the third layer as is permitted in the P5 Place Type. *Landscaping shall replace any parking shown in the first layer. A drive aisle shall be allowed to cross the front façade with an enhanced landscape buffer, screening the aisle from the roadway with shade trees along the sidewalk.*
5. Deviation from Section 5.2.2.2.4 of the Land Development Code to allow Drive-thru Services to be provided in the second and third layers of the site as opposed to only the third layer. *The drive aisle crossing the front façade shall connect the drive-thru to the singular entryway to N. Main, located near the northern edge of the property. A drive crossing the front façade shall limit the maximum allowable entrances from N. Main to one, with its position along the northern edge.*
6. Deviation to Section 5.4.1.2 of the Land Development Guide to allow the parking area to be larger than one and a half times the size of the building footprint in the P5 Place Type. *The parking size shall not surpass more than 5 times the building footprint.*

EXHIBIT C
(Zoning Map)



DEED

2004054184

4 PGS

CHICAGO TITLE

GF 382232 AT 6

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

That JOHN C. OLIVER COMPANY, INC., a Texas corporation (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the Grantor paid by MIRROR FINISH INC., a Texas corporation, (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, and for the further consideration of:

the sum of THREE HUNDRED FIFTY ONE THOUSAND and 00/100 DOLLARS (\$351,000.00) in hand paid and advanced by STATE BANK, a Texas banking corporation (hereinafter called "Lender"), at the request of Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, and to evidence such advancement and other indebtedness of Grantee to the Lender, Grantee has executed that one certain promissory note ("Note") in the original principal sum of SIX HUNDRED THIRTY ONE THOUSAND and 00/100 DOLLARS (\$631,000.00), dated of even date herewith payable to the order of the Lender, bearing interest as therein provided with principal and interest being payable in installments and with the entire unpaid indebtedness evidenced by said Note being due and payable on or before January 1, 2023, if not sooner paid, said Note being described in and secured by a Deed of Trust and Security Agreement of even date herewith, executed by Grantee to TAMELA K. COOPER, TRUSTEE, reference to which is hereby made for all purposes; and in consideration of the payment of the sum above mentioned by Lender, Grantor hereby transfers, sets over, assigns, and conveys unto said Lender and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said Note has been executed in favor of Grantor and by said Grantor assigned to the Lender without recourse and without warranties,

has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee all of the real property in Williamson County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes together with all improvements, structures and fixtures located thereon, if any, and all rights, titles, privileges, hereditaments, easements, licenses, rights-of-way, appurtenances and interests of Grantor appurtenant thereto (said real property and all of the foregoing being hereinafter collectively referred to as the "Property").

This conveyance is made and accepted subject to the liens in favor of Lender herein described and any and all restrictions, covenants, mineral reservations, outstanding mineral royalties and easements, if any, relating to the hereinabove described property but only to the extent that they are valid, still in effect and shown of record in the office of the County Clerk of Williamson County,

Texas and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, applicable to the herein described property, if any, but only to the extent that they are valid and still in effect. Ad valorem taxes for the current year have been prorated as of the date hereof and Grantee has assumed payment thereof.

For the same consideration, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, without warranty, express or implied, all interests of Grantor, if any, in (i) strips and gores, if any, between the Property and any abutting properties, whether owned or claimed by deed, limitations, or otherwise, and whether located inside or outside the Property; and (ii) any land lying in or under the bed of any creek, stream, or waterway or any highway, avenue, street, road, alley, easement, right-of-way or sidewalk, open or proposed, in, or across, abutting or adjacent to the Property.

TO HAVE AND TO HOLD the above described Property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its legal representatives, successors and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the said Property and premises unto the said Grantee, its legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor(s) and not otherwise.

But it is expressly agreed and stipulated that the Vendor's Lien and Superior Title is retained and reserved against the above described Property and premises until the above described note, together with all interest thereon, is fully paid according to its face and tenor, effect and reading, when this Warranty Deed shall become absolute.

EXECUTED on the date of the acknowledgment(s) shown below and effective and dated as of JUNE 30, 2004. TO BE EFFECTIVE AS OF JULY 2, 2004.

JOHN C. OLIVER COMPANY, INC.

By: John C. Oliver

Name: John C. OLIVER

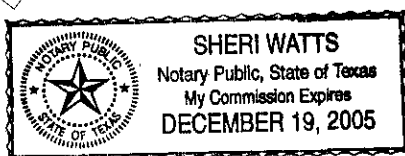
Title: President

The address of Grantee is:

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 30th day of JUNE, 2004, by JOHN C. OLIVER as PRESIDENT of John C. Oliver Company, Inc., a Texas corporation, on behalf of said corporation.



Sheri Watts
Notary Public - State of Texas

Return To:
Chicago Title Insurance Co
21707 Kingsland Blvd., 100
Katy, TX 77450

EXHIBIT A

0.572 acre(s) of land out of the W. J. Baker Survey, Abstract No. 65 in Williamson County, Texas, subject tract all of a called 0.57 acre tract conveyed in Warranty Deed from Alva J. Goodwill, et ux to Norman Janssen, dated April 8, 1977 and recorded in Volume 666, Page 211, Deed Records of Williamson County, Texas; said 0.572 acres being more particularly described by metes and bounds in Exhibit "A" as follows:

These notes describe that certain tract of land situated in the W. J. Baker Survey, A-65, located in Williamson County, Texas in the City of Taylor; subject tract all of a called "0.57 Acre" tract conveyed in a Warranty Deed from Alva J. Goodwill, et ux to Norman Janssen dated 04-08-77 and recorded in Volume 66, Page 211 of the Deed Records of Williamson County, Texas; being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249 on 12-13-99; subject tract being more fully described as follows:

BEGINNING at the Northeast corner of said "0.57 Acre" in the West right-of-way line of North Main Street (SH No. 95), same being for the Southeast corner of a called 0.5717 Acre" tract described in Document No. 199974122 of the Official Records of Williamson County, Texas, also being the Southeast corner of a called "0.574 Acre" tract conveyed in a Deed from John W. Mason to Virgil E. Rogers, Trustee of the Tyler Children's Trust, dated 12-16-99 and recorded in Volume 1739, Page 300 of the Official Records of Williamson County, Texas (aforementioned "0.5717 Acre" tract being a re-survey of said "0.574 Acre" tract); found a 1/2 inch iron rod at same corner; found a 1/2 inch iron rod at the Northeast corner of said "0.5717 Acre" tract bearing North 05 deg., 19 min., 23 sec. West, a distance of 99.61 feet;

THENCE South 05 deg., 19 min., 23 sec. East with said West right-of-way line of North Main Street (SH No. 95), same being the East line of said "0.57 Acre" tract, a distance of 99.44 feet (c-100.00') to the Southeast corner of subject tract, same being for the Southeast corner of said "0.57 Acre" tract and for the Northeast corner of a called "0.72 Acre" tract conveyed in a Warranty Deed from Threadgill Brothers to Austaco II Real Estate Partners, LTD., dated 04-20-94 and recorded in Volume 2515, Page 405 of the Official Records of Williamson County, Texas; set a 1/2 inch iron rod for an offset corner (unable to set at calculated corner due to concrete obstruction) bearing South 05 deg., 12 min., 32 sec. East, a distance of 1/13 feet, found a 1/2 inch iron rod at the Southeast corner of said "0.72 Acre" tract bearing South 04 deg., 38 min., 05 sec. East, a distance of 125.77 feet;

THENCE South 84 deg., 40 min., 37 sec. West with the South line of subject tract, same being for the common line of said "0.57 Acre" tract and "0.72 Acre" tract and "0.72 Acre" tract, a distance of 250.55 feet (c-250.00') to the Southwest corner of subject tract, same being for the Southwest corner of said "0.57 Acre" tract and for the Northwest corner of said "0.72 Acre" tract in a line for the East line of a called "1.29 Acres" conveyed in a Special Warranty Deed from Calvin W. Williams to the City of Taylor dated 12-17-88 and recorded in Volume 1744, Page 354 of the Official Records of Williamson County, Texas; found a 3/4 inch iron rod at same corner; found a 1/2 inch iron rod at the Southwest corner of said "0.72 Acre" tract bearing South 05 deg., 08 min., 58 sec. East, a distance of 125.42 feet;

THENCE North 05 deg., 06 min., 44 sec. West with a line for the common line of said "0.57 Acre" tract and said "1.29 Acres", a distance of 99.76 feet (c-100.00') to a 3/4 inch iron rod found for the Northwest corner of said "0.57 Acre" tract, same being for

DESCRIPTION

the Southwest corner of aforementioned "0.5717 Acre" tract; found a 3/8 inch iron rod at the Northwest corner of said "0.5717 Acre" tract bearing North 05 deg., 09 min., 44 sec. West, a distance of 99.68 feet;

THENCE North 84 deg., 45 min., 00 sec. East (Basis of Bearings) with a line for the common line of said "0.57 Acre" tract and said "0.5717 Acre" tract, a distance of 250.19 feet (c-250.00') to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 0.572 Acre.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2004054184

Nancy E. Rister

07/09/2004 02:48 PM

MSTANLEY \$20.00

NANCY E. RISTER, COUNTY CLERK

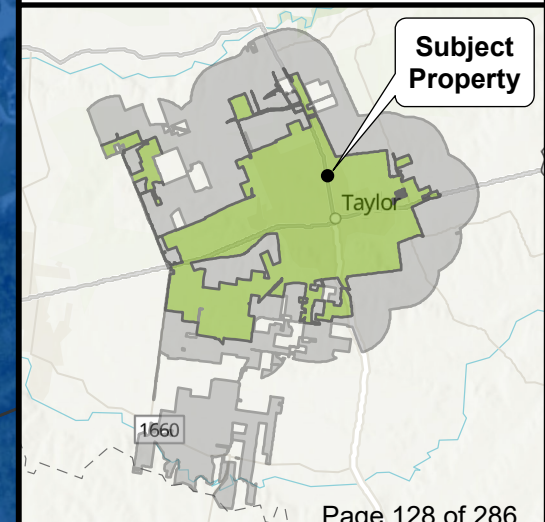
WILLIAMSON COUNTY, TEXAS



PZ-2025-2442

**2101 N Main St
Special Use Permit
Proposed Zoning Map
Approximately 0.57 acres**

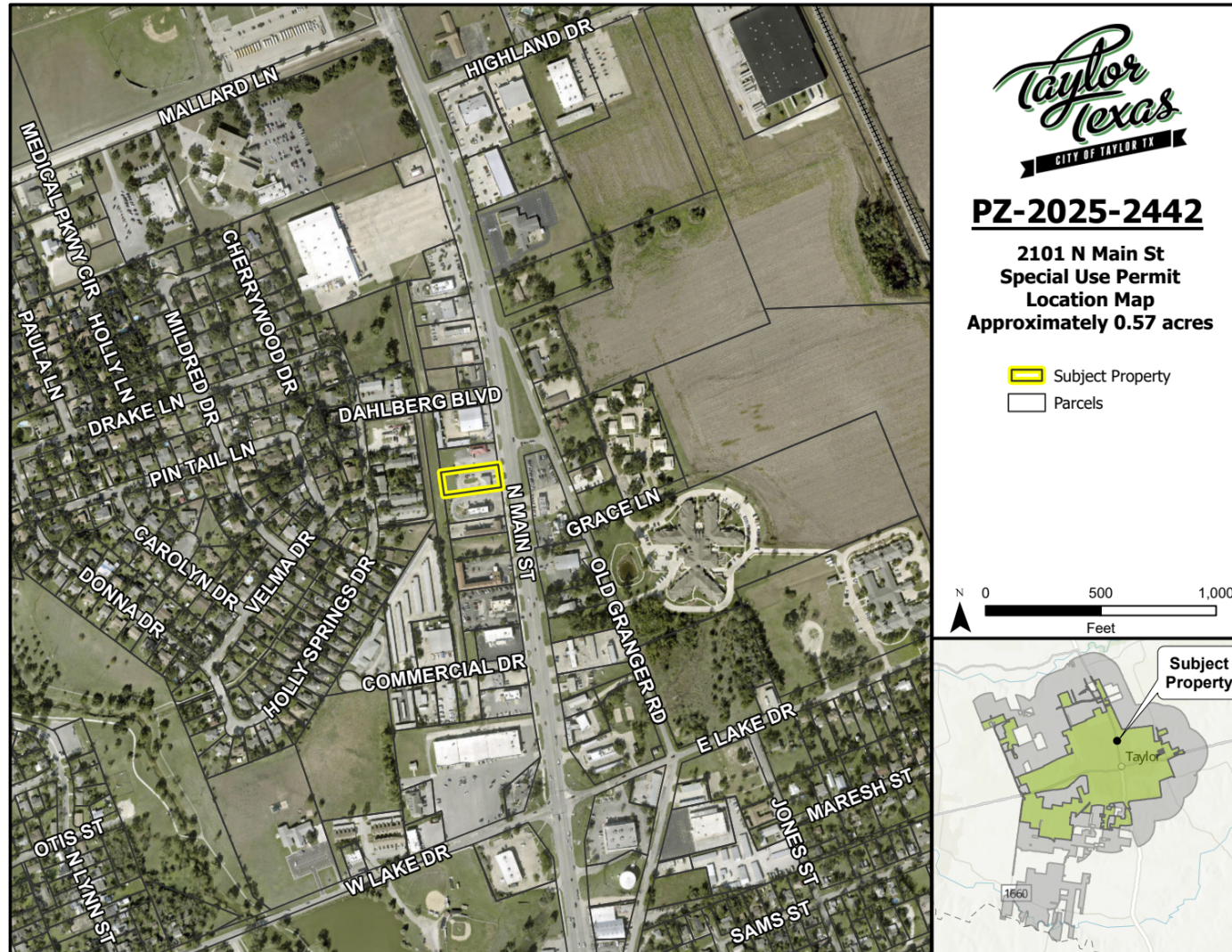
- | | |
|--|--|
|  Subject Property | Place Type Zoning |
|  Parcels |  P3: Neighborhood |
| Overlay Zoning |  P4: Mix |
|  Special Use Permit Overlay |  P5: Urban Center |
| |  CS: Civic Space |



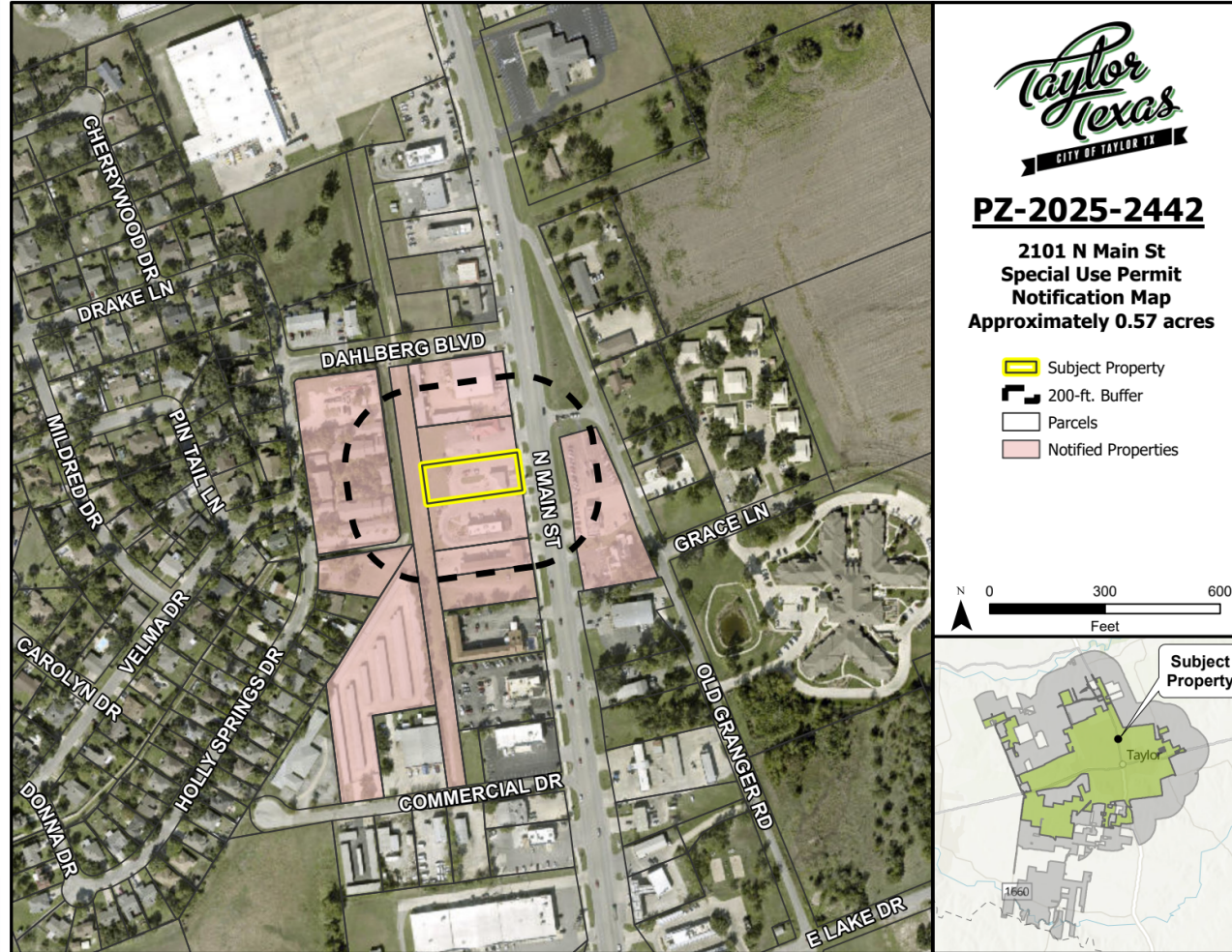
PZ-2025-2442

Special Use Permit
2101 N. Main St.

Location Map



Notification Map



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

Special Use Permit Request

Request:

Special use permit adherent to Section 5.2.2.2(4) of the City of Taylor's Land Development Code.

The applicant is requesting a Special Use Permit to allow drive-thru facilities in the second and third layer of the lot within the P5 – Urban Center Place Type. The current Place Type zoning for the subject property only allows for drive-thru facilities within the third layer with a Special Use Permit.

- (3) P4
 - (a) Retail excluding drive-through services and vehicle services. Outdoor retail activities with Special Use Permit
 - (b) Office
- (4) P5
 - (a) Retail excluding vehicle services. Drive-through services in the third layer with Special Use Permit
 - (b) Office
 - (c) Commercial, outdoor storage in the third layer with Special Use Permit
- (5) CS
 - (a) Temporary retail
 - (b) Retail with Special Use Permit
- (6) EC - as determined in Employment Center Plan including:
 - (a) Retail including drive-through services, vehicle services and outdoor activities
 - (b) Office
 - (c) Commercial including outdoor storage
 - (d) Industrial

Timeline of 2101 N. Main

December 4, 2024: Pre-application meeting held with the applicant.

February 28, 2025: Special Use Permit request was formally submitted requesting drive-through facilities in the second and third layers.

February 28, 2025: 7 variances were requested were formally submitted to the Zoning Board of Adjustments to allow for the site as proposed.

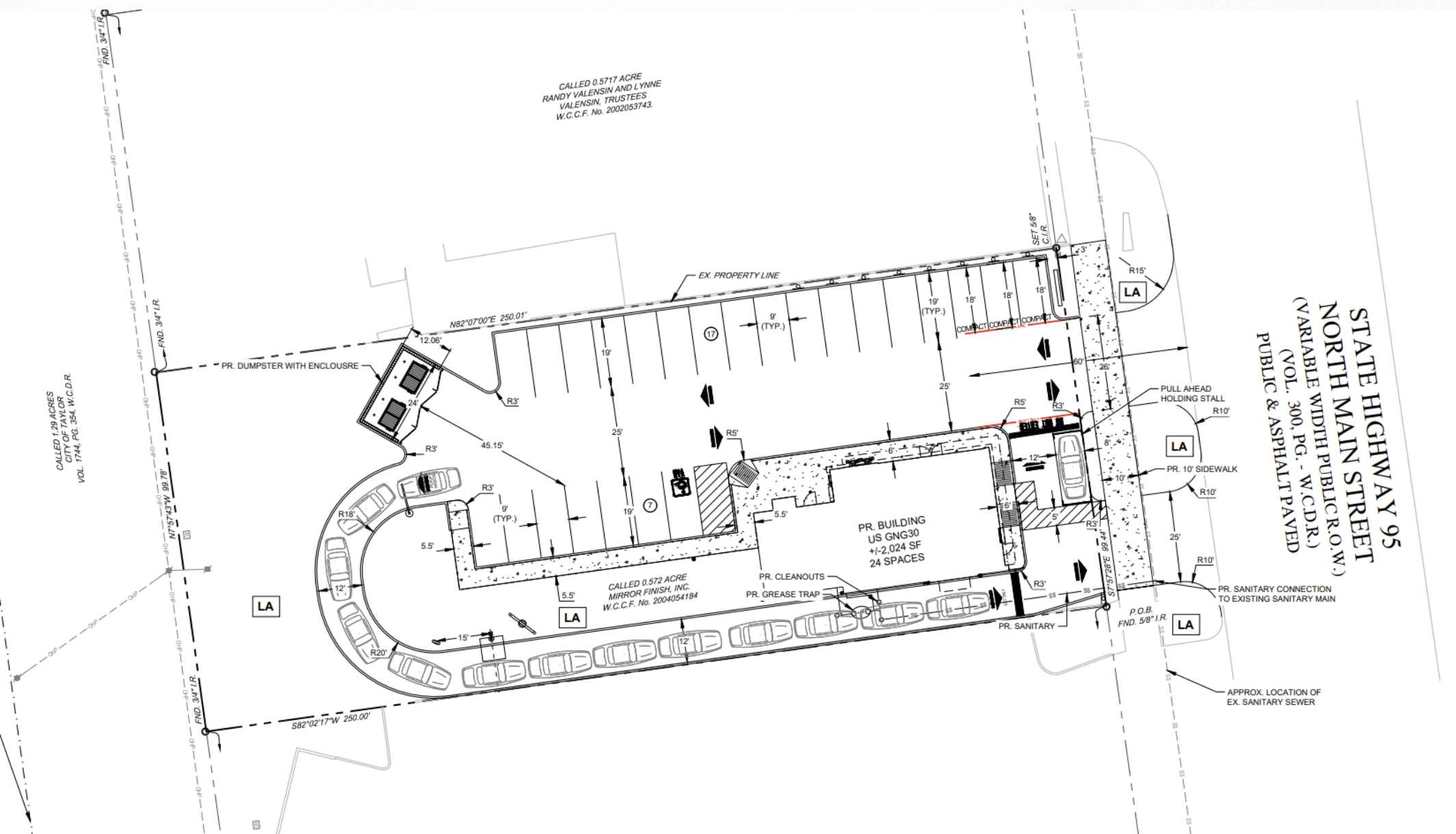
Timeline of 2101 N. Main

March 17, 2025: Discussion with the applicants about combining the application into one. This mechanism adds conditions to the SUP.

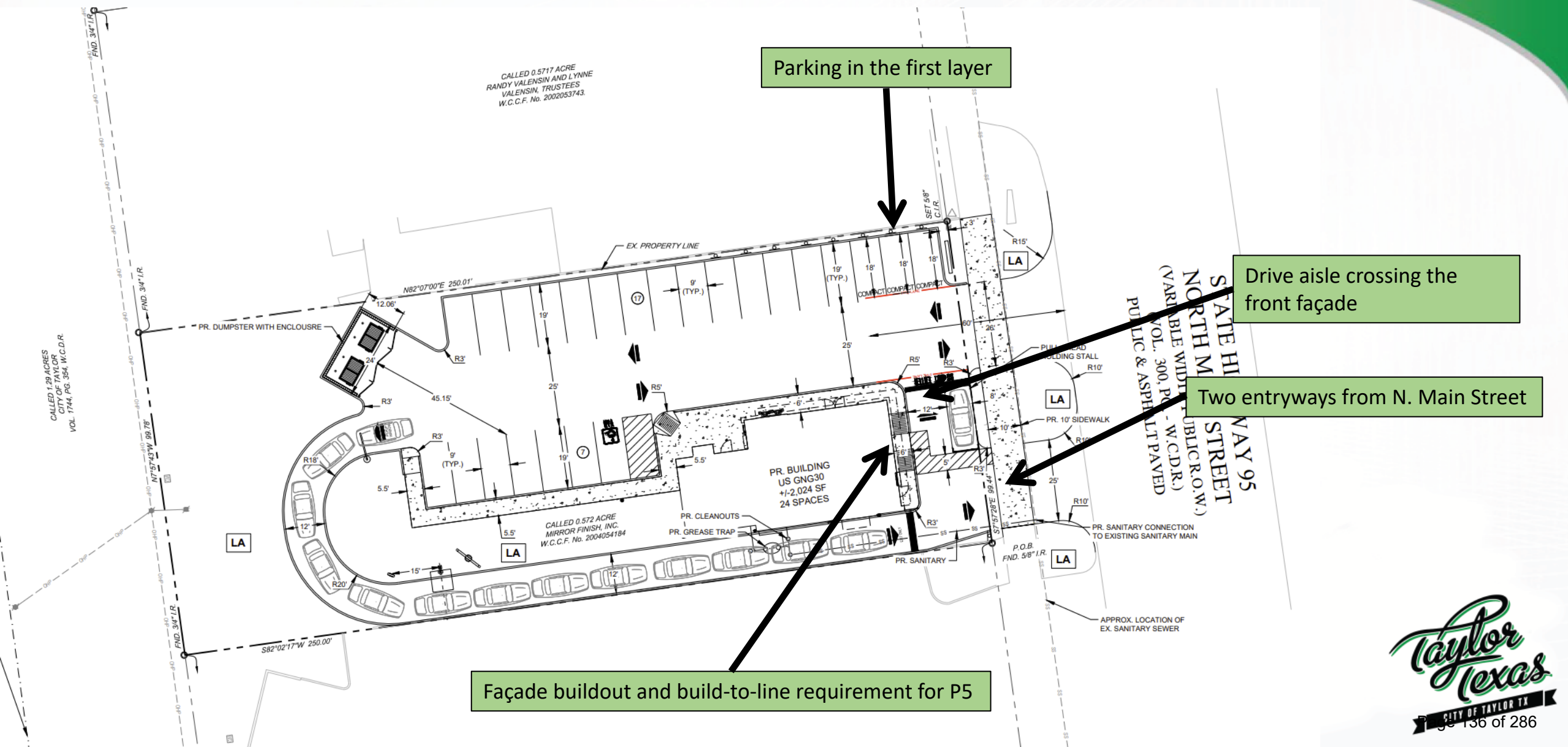
March 27, 2025: Staff recommends two alternatives to meet the needs of the end user while upholding the intent of the Land Development Code.

April 4, 2025: Applicant communicates preference for one of the options provided by staff. Applicant provided updated drawings for the site.

Original Site Plan



Staff Concerns with Proposal



SUP Conditions provided by Staff

The applicant desired a need for a pull ahead spot in their letter of intent. Thus, when staff recommended modifications to the SUP, they provided two options. These options were the following:

Option 1: Option with “Pull-Ahead Spot”

This was the option preferred by the applicant.

Option 2: Option without “Pull-Ahead Spot”

CALLED 1.29 ACRES
 CITY OF TAYLOR
 VOL. 1744, PG. 354, W.C.D.R.



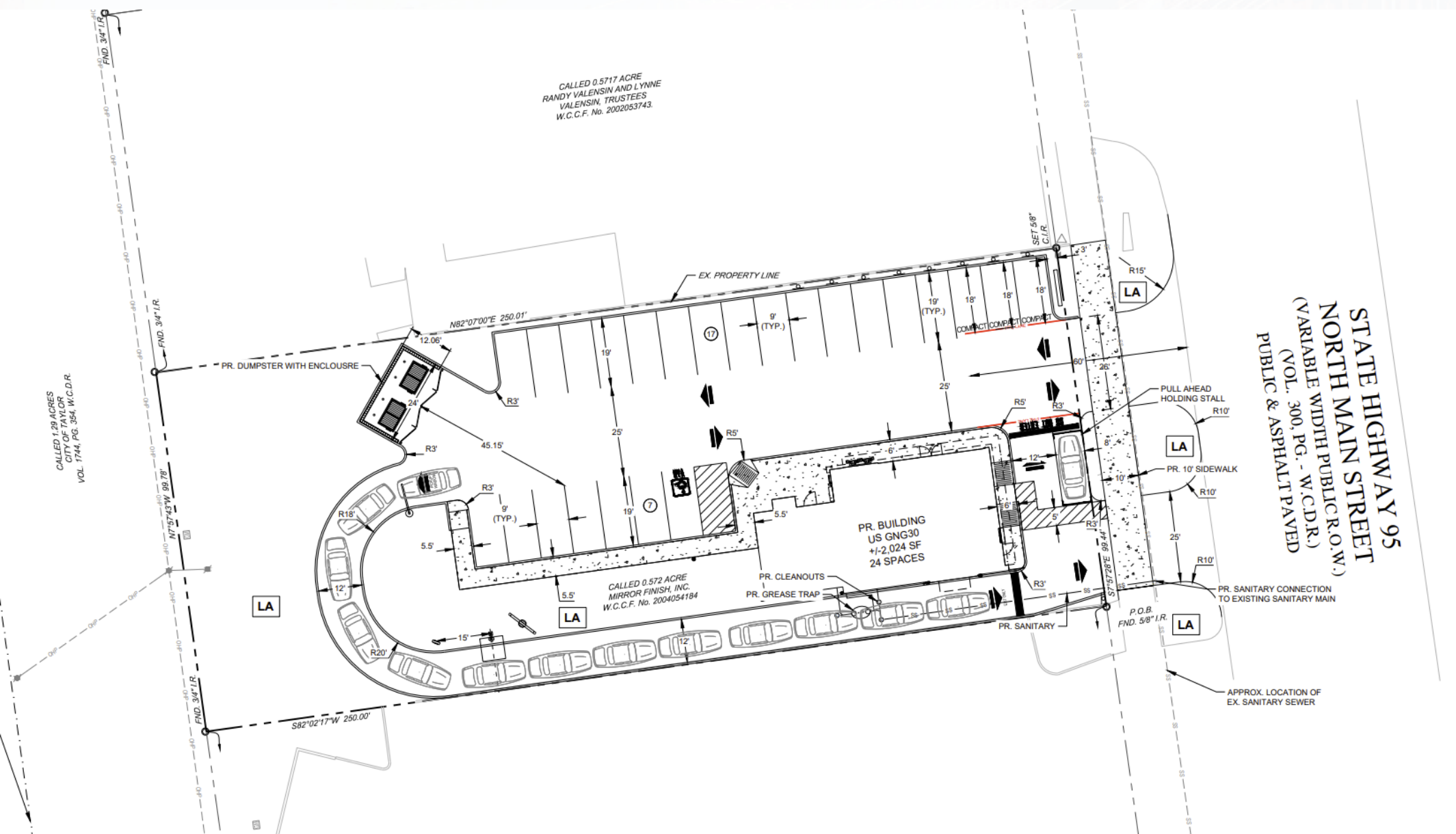
Option 1: Option with “Pull-Ahead Spot”

1. Deviation from Section 4.3.1.8 of the Land Development Code to allow the **build-to-line** to exceed the 0'-15' as shown on the diagram provided February 27, with a driving aisle covered by landscaped screening in the space of a relocated pull ahead spot along the northern end of the property. *The setback from N. Main shall not surpass 30' and the landscaping shall be subject to Section Sec. 28-28 from the City of Taylor's Code of Ordinances. The applicant shall choose from the list of designated shade trees and determine spacing no greater than the average of the tree's mature crown diameter.*
2. Deviation to Section 4.3.1.8 of the Land Development Code to allow the **Facade Buildout** to be less than the 80% minimum required for P5 Place Type. *A minimum of 35 percent façade buildout shall be designated for this lot.*
3. Deviation to Section 4.3.1.8 of the Land Development Code to allow the **Building Disposition** to be *Edgeward* which is not permitted by right in the P5 Place Type.

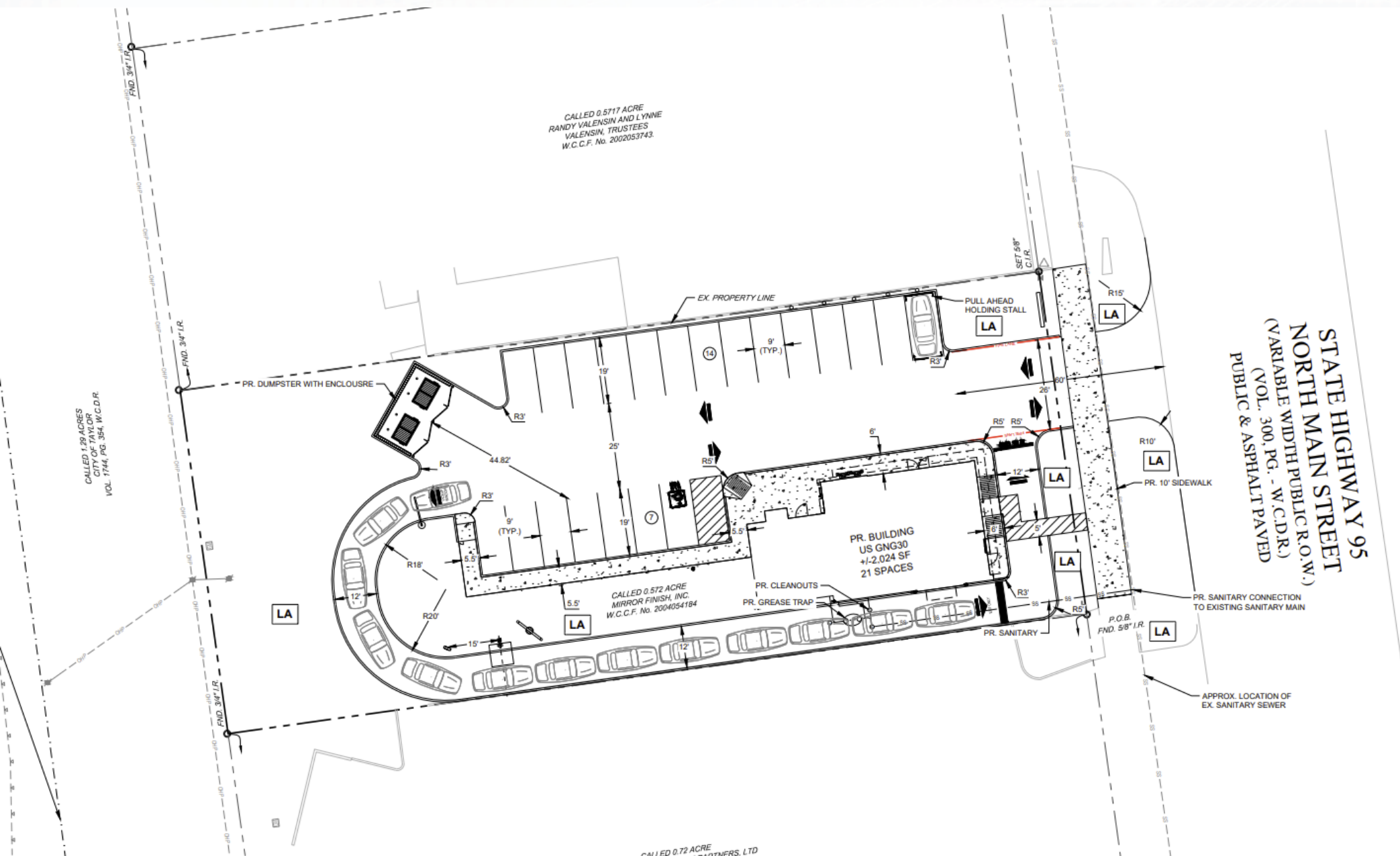
Option 1: Option with “Pull-Ahead Spot”

4. Deviation to Section 4.3.1.8 of the Land Development Code to allow **Parking** to be provided in the second and third layers of the site with a landscaped screening as opposed to only the third layer as is permitted in the P5 Place Type. Landscaping shall replace any parking shown in the first layer. A drive aisle shall be allowed to cross the front façade with an enhanced landscape buffer, screening the aisle from the roadway with shade trees along the sidewalk.
5. Deviation from Section 5.2.2.2.4 of the Land Development Code to allow **Drive-thru Services** to be provided in the second and third layers of the site as opposed to only the third layer. The drive aisle crossing the front façade shall connect the drive-thru to the singular entryway to N. Main, located near the northern edge of the property. A drive crossing the front façade shall limit the maximum allowable entrances from N. Main to one, with its position along the northern edge.
6. Deviation to Section 5.4.1.2 of the Land Development Guide to allow the **parking area to be larger than one and a half times the size of the building footprint** in the P5 Place Type. The parking size shall not surpass more than 5 times the building footprint.

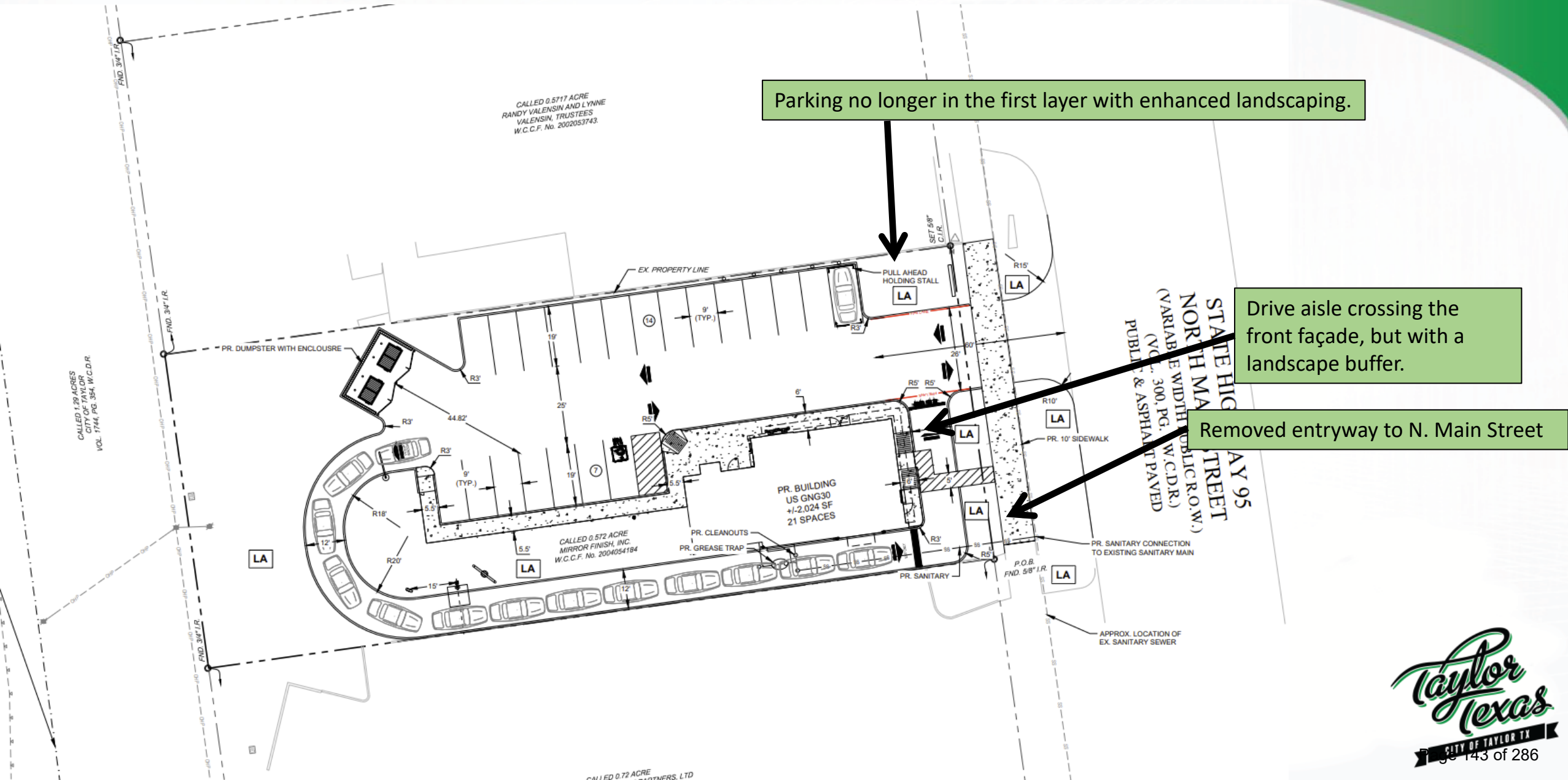
Original Site Plan



Modified Site Plan



Modified Site Plan



P&Z Recommendation

On April 8, 2025, the Planning and Zoning Commission voted 9-0 to recommend approval of the Special Use Permit at 2101 N. Main Street with Condition 1.



City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR

Quality of Life
Economic Vitality

Agenda Item Number: 7.

Agenda Title: Consider approval of Ordinance 2025-14 regarding a request for an amendment to the Planned Development on property generally located at 3811 N. Main Street, legally described as a 21.782 acres of land part of the William J. Baker Survey, Abstract No. 65, more particularly described by Williamson Central Appraisal District Parcel R018654, Taylor, Williamson County, Texas.

Council Action to be Taken: Approve on Consent Agenda.

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

The purpose of this amendment is to modify the project's platting and site development requirements to help facilitate restarting construction.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Staff have worked with the developer and their team on the proposed amendment and both parties have agreed to the revised terms. The project's current/previous approvals (Ordinance 2022-39) provided for public streets and utility infrastructure and divided into multiple lots and blocks. This amendment allows for the project to be platted as one large lot with private streets and private utility infrastructure. At this time, the developer intends to construct the project as previously approved but with a private street grid, so the look and feel of the project once complete will not be materially different than if it had been constructed with public streets and public utilities.

The modifications to the previous zoning approvals include:

1. Platting the project as one lot
2. Having drive aisles, street parking, and utilities internal to project as private instead of public

3. Removing the DIY/Maker's spaces
4. Listing the allowable B-1 Local Business commercial uses that could be located within the project if they provide for commercial
5. Removed the maximum setback as the streets would be private, but retained the maximum 15' setback along the Perimeter Street as that is a future public ROW
6. Removed the public street requirement, but retained a right-of-way along the project's western boundary consistent with the city's Master Transportation Plan, so in the future the city or another developer could install a public roadway for north-south connectivity through the site
7. Add a fee-in-lieu for a trail connection from the project through the adjacent Regional Park. This trail is a minimum 6' concrete trail that would connect the project to the recently completed pier within the Regional Park as well as to the sports fields
8. Added more amenities consistent with the approved site plan. The current Ordinance only requires 2 sets of exercise equipment, 1 drinking fountain, and 4 dog waste bag holders. Their approved Site Development Plan included many more amenities, so those were added to this Planned Development Amendment so the developer, or their successor, will be required to have those amenities. The added amenities include: A minimum 3,800 SF Lifestyle and Fitness Center, minimum 1,200 SF plaza at the leasing office, minimum 2,800 SF outdoor play area with playground for ages 5-8, swimming pool, minimum 750 SF splash pad, minimum 1,950 SF dedicated dog park, minimum 800 SF BBQ station area with 4 BBQ pits, minimum 200 SF fire pit and seating area, 2 waste receptacles, and dark sky compliant pathway and landscaping illumination.
9. Added a provision that the development will not and cannot seek an alternative financial structure that would cause the property to become tax-exempt.

With these amendments, staff feel confident that the project will add value to the city and its current and future residents, while balancing the needs of the developer to move this project forward.

3. PROS and CONS	
<u>PROS</u>	<u>CONS</u>
• Allows the stalled project to advance towards completion • Added amenities, both on and off-site, that add value to the project and city • Added provisions that protect the city from alternative financing structures that could have taken the project off the tax rolls	•

4. RECOMMENDATION

On April 8, 2025, the Planning and Zoning Commission vote 9-0 to recommend Approval. On April 24, 2025, the City Council held a public hearing and introduced the ordinance.

5. FUNDING SOURCE

NA

6. TIMELINE

P&Z Commission Public Hearing - April 8, 2025

City Council Public Hearing - April 24, 2025

City Council Vote - May 8, 2025

7. OTHER OPTIONS

1. Modify provisions of the amendment as the Council deems fit.
2. Deny the amendment.

8. ATTACHMENTS

1. 3811 N. Main PD city revisions 040325.3_notations
2. 3811 N. Main PD city revisions 040325.3
3. PZ-2025-2393_3811 N. Main PD Amendment Ordinance 2025-14
4. Ord 2022-39 Rezone 3811 N. Main Street
5. PZ-2025-2393_PPT

**EXHIBIT B
3811 NORTH MAIN STREET
RESIDENTIAL PLANNED DEVELOPMENT**

PROPERTY

The subject property is located north of Carlos G Parker Boulevard (just north of the currently existing H- E- B) on the west side of N Main Street at 3811 N Main Street, Taylor, TX 76574. The tract includes approximately 21.782 acres, as more particularly described in the survey attached hereto as Exhibit A (the Property).

PURPOSE

The purpose of this planned development zoning ordinance is to develop a multifamily project on a single lot with varying building sizes, and which will incorporate a mix of unit types, with spaces easily accessible to such units through a network of pedestrian-friendly streets and civic spaces. The property is currently zoned P5 – Urban Center with a PD overlay. The property was previously zoned by Ordinance 2022-39 to Multi-Family Residential Planned Development (MF-2/RPD).

Commented [SD1]: This will allow them to plat the property as one large lot with private drives.

Commented [SD2]: Updated zoning reference to acknowledge prior zoning ordinance and current zoning

CONCEPT SITE LAYOUT & LAND USE

A conceptual layout of the proposed site has been attached to this Development Plan as Exhibit B.1. The primary use for the development shall be for multifamily development with a variety of unit sizes and bedroom mixes, as well as related accessory amenity and parkland uses. In addition to residential uses, the following uses are permitted on the ground floor of any building as generally depicted in Exhibit B.1.: Plant Nursery (Retail Sales); Art Gallery or Museum; Child Care Center/Day Care Center; Community Center (Public); Continuing Care Retirement Community; Family Home (Child Care); Fraternal Organization, Lodge, Union Hall, or Civic Organization; Group Day Care Home; Institution or Religious, Charitable, or Philanthropic Nature; Kindergarten or Nursery School (Private); Libraries; Museums; Non-profit Activities by a Church; Retirement Housing for the elderly; School, Business; School, Commercial Trade; School, Driving/Defensive Driving; School, Private (Primary or Secondary); School, Public or Parochial; Seasonal Use (Temporary); Skilled Nursing Facility; Accountant or Bookkeeping Office; Armed Services Recruiting Office; Architect's Office; Bank, Savings and Loan or Credit Union; Dental Clinic, Laboratory or Office; Medical Clinic or Office; Minor Medical Emergency Clinic; Mortgage and Loan Agency; Offices, General Business and Professional; Optician or Optometrist; Radio or Television Broadcasting without Tower; Real Estate Office; Telemarketing Agency; Amusement Arcade; Amusement, Commercial (Indoor); Aquariums; Ballroom Dancing; Day Camp for Children; Liquor Store; Private Club; Theater or Playhouse (Indoors); Antique Shop, Sales Indoors; Appliance Rental; Art Supply Store; Bakery or Confectionary Shop (Retail); Banking, Automatic Teller Only; Book or Stationary Shop or Newsstand; Cellular Phone/Pager Sales (Indoor); Cleaning Shop or Laundry Pick-Up and Self-Service(Small Shop); Computer Sales; Consignment Store; Copy Shop; Custom Personal Services Shop; Donut Shop; Drapery, Needlework or Weaving Shop; Drug Store or Pharmacy; Florist Shop; Food Bank or Pantry; Food and Beverage Sales without Gasoline (Convenience Store); Food Store; Furniture Home Furnishings and Appliance Store; Garden Shop; Green House or Plant Nursery with Outside Display of Plants (Retail Sales); Handcraft Shop and Art Objects Sales; Hardware Shop; Hobby Shop; Household Appliance Service or Repair; Ice Cream/Yogurt Sales; Incidental or Accessory Retail or Service Uses; Key Shop; Kiosk; Laundromat (or Self-Service Washateria); Medical Appliances, Fitting, Sales, or Rental; Pet Grooming; Pet Shop; Restaurant or Cafeteria (No Drive-Thru Service); Retail Shop, Apparel, Gift, Accessory and Similar Items; Security Systems Installation Company; Silk Screening Studio or Tee Shirt Shop; Studio, Decorator, Artist, Photographer; Studio, Health/Reducing/Fitness or Similar Service/Establishment; Studio, Music, Dance, or Drama;; Travel Bureau or Travel Consultants; Trophy Sales and Engraving; Used Merchandise or Second Hand Thrift Store; Used Merchandise or Second Hand (Non-Profit); Vacuum Cleaner Sales and Repair; Variety Store or Similar Retail Outlet; Veterinarian Hospital (Inside Animal Pens Only); Veterinarian Office (No Animal Hospital); Wallpaper, Flooring, and Carpet Store; and live/work.

Commented [SD3]: Listed allowable commercial uses. Previously had only stated "B-1 Local Business district uses". Removed DIY/Maker's Spaces.

PLANNED DEVELOPMENT STANDARDS

Deviations from Zoning Ordinance	
Height	4 stories or 55 feet, whichever is greater

Parking Minimum	None
Maximum Density	One dwelling unit per one thousand square feet of the Property.
Setbacks	Minimum: 5'-0" (balconies may project up to a foot into the minimum setback). ¹ Maximum: 15'-0" – Only applicable to structures along the Perimeter Drive boundary.

Commented [SD4]: Removed maximum setback from private streets, but maintained 15' maximum setback from Perimeter Drive, which is a future public road.

PERIMETER DRIVE REQUIREMENTS

The Perimeter Drive shown in Exhibit B.1 shall be built to public street widths, as depicted in Exhibit B.1, and shall consist of concrete or asphalt, shall be privately maintained with a License and Maintenance Agreement, and shall include access easements for public use via the Final Plat or separate instrument recorded prior to the first Certificate of Occupancy. The Perimeter Drive shall include drive aisles, parking stalls, and landscaping and irrigation. Other improvements may be considered during the site development permit review. The widths for the Perimeter Drive and the private drives shall meet the standards shown in Exhibits B.2 (Perimeter Drive Cross Section) and B.3 (Private Drive Cross Section), respectively. All driveways, alleys, parking areas, detention areas, and landscaping areas are to be private (owned and maintained by a Condominium or Property Owner's Association).

SIDEWALKS

A minimum of 6-foot sidewalk shall be constructed along the North Main Street (FM 95) right of way and along the east side of the Perimeter Drive (adjacent to buildings 1, 3, and 4), generally as shown on Exhibit B.1 and Exhibit B.2. Sidewalks shall be installed on a building-by-building basis as shown on Exhibit B.1, Exhibit B.2, and Exhibit B.3.

Commented [SD5]: This section used to refer to Street Requirements. With this amendment, the previously public streets will be private. However, a public ROW will be dedicated along the western perimeter of the project because there is a future roadway alignment consistent with the city's Master Transportation Plan. This project will dedicate that ROW and install some private improvements in the ROW, with a License and Maintenance Agreement, so in the future either the city or another developer can install the public road if the connectivity is needed.

REGIONAL PARK TRAIL CONNECTION

The Developer shall pay a fee-in-lieu to the City for the design and construction of a minimum 6' concrete trail connecting the subject property to the Regional Park, as generally shown in Exhibit B.4. An engineer's opinion of probable cost shall be provided by the Developer and reviewed by the City prior to acceptance of the funds. The fee-in-lieu shall be paid prior to final plat recordation.

Commented [SD6]: To further enhance this Planned Development and to account for a reduction in the public improvements, we've added a requirement that developer pay a fee-in-lieu to the city for the construction of a minimum 6' trail from the project and through the Regional Park. This trail will extend from the newly constructing pier in the Regional Park to the project as well as a connection to some of the sports fields.

FLOOR ELEVATION

The finished floor elevation (FFE) of each building shall be the maximum height achievable such that the rise in grade does not necessitate handrails pursuant to Section 405 of Texas Accessibility or ANSI Standards.

LANDSCAPE REQUIREMENTS

Street trees will be planted between the sidewalk and back of curb along the Perimeter Drive and private drives with a maximum spacing of 35 feet, as generally shown on Exhibit B.1. The approved list of trees to be planted generally in accordance with the legend provided in Exhibit B.1 is shown below:

- Cedar Elm
- Drake Elm
- Bigtooth Maple
- Chinquapin Oak
- Monterey Oak
- Red Oak
- Texas Ash
- Pecan²

¹ Drainage areas may encroach within setbacks, which shall be measured from private drive boundary.

² To the extent reasonably required and subject to city approval, the planned development may include other native and adaptive tree species, so long as they are generally grouped in accordance with the Conceptual Site Plan.

The minimum percentage requirements of Sec. 28-29 of the City Code of Ordinances shall apply except that only 10 percent of the required landscaped area and required plantings shall be installed between the Perimeter Drive and private drives and the buildings being constructed. The number of trees planted between the Perimeter Drive and private drives and buildings shall be the greater of 10 percent of the required plantings or the amount required to meet the maximum spacing. Notwithstanding the number of lots or blocks, this minimum percentage shall be calculated across the project. Maintenance of street trees located along private drives must meet and comply with City Code of Ordinances as of the date hereof. All other landscaping requirements not mentioned herein will comply the City Code of Ordinances as of the date hereof.

The path which parallels North Main Street shall have a double allée of trees, subject to TxDOT's approval and any utility conflicts.

PARKLAND

This planned development includes at least 1.25 acres of privately owned and maintained parkland, as generally shown on Exhibit B.1.³ The parkland included in this planned development, as well as related amenities, are deemed to meet the Park and Playground Requirements of the City Subdivision Ordinance.

Parkland Amenities - The following common area amenities are proposed on-site and located within the parkland areas, as generally shown on Exhibit B.1:

- Fitness and Lifestyle Building: no less than 3,800 SF
- Dedicated outdoor workout space with 2 sets of exercise equipment
- 1 drinking fountain
- 4 dog bag waste holders
- Plaza at leasing building: no less than 1200 SF
- Outdoor play area with playground for ages 5-8: no less than 2800 SF
- Swimming pool
- Splash pad: no less than 750 SF
- Dedicated dog park area: no less than 1950 SF
- BBQ stations: 4, no less than 800 total SF
- Fire pit and seating space: no less than 200 SF
- Waste receptacles: no fewer than 2
- Illumination along paths: no fewer than 20 dark sky-compliant Tree lights, 9 dark sky-compliant Tree well lights, 10 stair lights and 4 edge lights

Commented [SD7]: Added amenities consistent with the approved Site Development Plan so they are required improvements. Previously only 2 sets of exercise equipment, 1 drinking fountain, and 4 dog waste bag holders were included. This revision includes many more amenities as well as their minimum sizes.

SIGNAGE

One entry monument sign may be located at the entrance to the development, as generally shown on Exhibit B.1, outside of the right-of-way, and in accordance with Chapter 24 of the Code of Ordinances. The dimensions of the monument shall not exceed a 32 square foot sign face and 8 feet in height. No off-premise signage shall be installed.

FIRE HYDRANT PLACEMENT

Subject to Fire Marshall's approval and compliance with all relevant codes, ordinances, and statutes, fire hydrants will be placed in the following order of preference:

1. At street-street intersections, where on-street parking does not exist anyway within the sight triangle.
2. At street-alley intersections, where on-street parking does not exist anyway adjacent to the alley apron.

³ The exact amount of parkland will be determined at the time of site plan but shall not be less than 1.25 acres.

3. At street-alley intersections, where on-street parking does not exist anyway adjacent to the alley apron.
4. Mid-block only if necessary due to hydrant spacing requirements and simply remove one or two on-street parking spaces to provide the required pavement width.

PROPERTY OWNER'S ASSOCIATION

A Property Owner's Association (or Condominium Association) will be created to own and maintain all parkland, open space, common area amenities, detention ponds, signage, private paving and sidewalks not to be dedicated to the City, unless otherwise stated herein.

PERMITTING REVIEW

The City agrees to allow concurrent review of the site plan and building plans. The site plan shall encompass all of a phase. Phases shown in Exhibit B.5. Temporary and/or final certificates of occupancy shall be issued on a per building basis subject to the City's approval and compliance with life and safety requirements.

FINANCIAL STRUCTURE

Owner, and any successors or assigns, shall be prohibited from utilizing a housing finance corporation, as defined in Chapter 394 of the Texas Local Government Code, or any other similar entity, arrangement, or mechanism, to obtain or claim any exemption from ad valorem property taxes related to the property or any future development on the property. This restriction shall be documented in deed restrictions filed with the Williamson County Clerk prior to the issuance of any site development or building permits, or prior to commencement of any construction activity if permits have already been issued. These deed restrictions shall run with the land and shall be binding on all future owners. They may not be amended or terminated without the express written consent of the City.

EXHIBITS

The exhibits attached hereto shall be considered part of the planned development, except that the exact design and locations of any building, facility, structure, landscaping feature, parkland, or amenity shall be established during the site development permit review phase. Minor modifications from any such exhibit are permitted so long as the property owner complies with the minimum requirements included in the text of this planned development and city codes.

Exhibit B.1 - Conceptual Site Plan
Exhibit B.2 - Perimeter Drive Cross Sections
Exhibit B.3 - Private Drive Cross Section
Exhibit B.4 - Regional Park Trail Connection
Exhibit B.5 - Phasing Plan

Commented [SD8]: The City Attorney added this provision to restrict the project from utilizing a Housing Finance Corporation, or there financial structure, that would remove the project from the tax rolls. There is also a Deed Restriction that has been reviewed by the city attorney as well as a note on their Final Plat that further requires and emphasizes the project cannot utilize any financial structures that would eliminate taxes.

Exhibit B.1- Conceptual Site Plan



Exhibit B.2 – Perimeter Drive Cross Section



Exhibit B.3 – Private Drive Cross Section

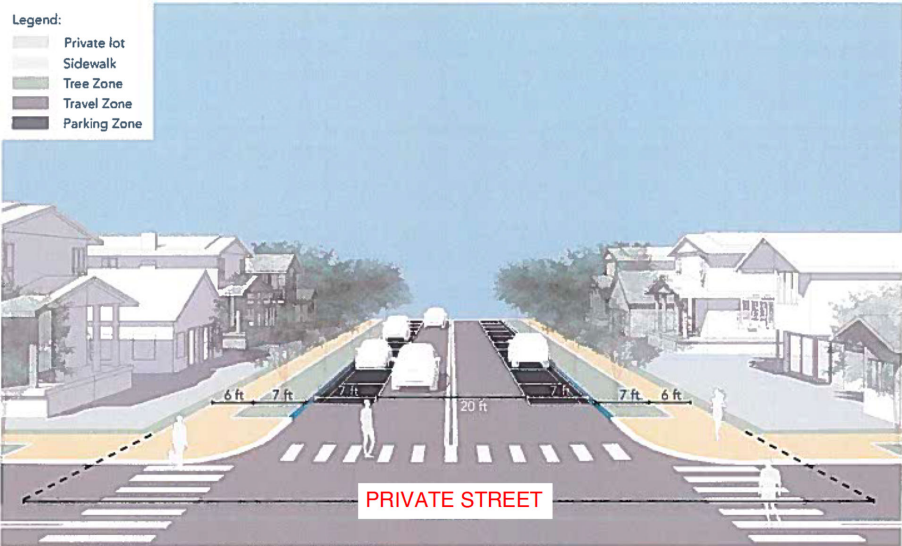


Exhibit B.4 – Regional Park Trail Connection



Exhibit B.5 – Phasing Plan



EXHIBIT B
3811 NORTH MAIN STREET
RESIDENTIAL PLANNED DEVELOPMENT

PROPERTY

The subject property is located north of Carlos G Parker Boulevard (just north of the currently existing H- E- B) on the west side of N Main Street at 3811 N Main Street, Taylor, TX 76574. The tract includes approximately 21.782 acres, as more particularly described in the survey attached hereto as Exhibit A (the Property).

PURPOSE

The purpose of this planned development zoning ordinance is to develop a multifamily project on a single lot with varying building sizes, and which will incorporate a mix of unit types, with spaces easily accessible to such units through a network of pedestrian-friendly streets and civic spaces. The property is currently zoned P5 – Urban Center with a PD overlay. The property was previously zoned by Ordinance 2022-39 to Multi-Family Residential Planned Development (MF-2/RPD).

CONCEPT SITE LAYOUT & LAND USE

A conceptual layout of the proposed site has been attached to this Development Plan as Exhibit B.1. The primary use for the development shall be for multifamily development with a variety of unit sizes and bedroom mixes, as well as related accessory amenity and parkland uses. In addition to residential uses, the following uses are permitted on the ground floor of any building as generally depicted in Exhibit B.1.;; Plant Nursery (Retail Sales);; Art Gallery or Museum; Child Care Center/Day Care Center; Community Center (Public); Continuing Care Retirement Community; Family Home (Child Care); Fraternal Organization, Lodge, Union Hall, or Civic Organization; Group Day Care Home; Institution or Religious, Charitable, or Philanthropic Nature; Kindergarten or Nursery School (Private); Libraries; Museums; Non-profit Activities by a Church; Retirement Housing for the elderly; School, Business; School, Commercial Trade; School, Driving/Defensive Driving; School, Private (Primary or Secondary); School, Public or Parochial; Seasonal Use (Temporary); Skilled Nursing Facility; Accountant or Bookkeeping Office; Armed Services Recruiting Office; Architect's Office; Bank, Savings and Loan or Credit Union; Dental Clinic, Laboratory or Office; Medical Clinic or Office; Minor Medical Emergency Clinic; Mortgage and Loan Agency; Offices, General Business and Professional; Optician or Optometrist; Radio or Television Broadcasting without Tower; Real Estate Office; Telemarketing Agency; Amusement Arcade; Amusement, Commercial (Indoor); Aquariums; Ballroom Dancing; Day Camp for Children; Liquor Store; Private Club; Theater or Playhouse (Indoors); Antique Shop, Sales Indoors; Appliance Rental; Art Supply Store; Bakery or Confectionary Shop (Retail); Banking, Automatic Teller Only; Book or Stationary Shop or Newsstand; Cellular Phone/Pager Sales (Indoor); Cleaning Shop or Laundry Pick-Up and Self-Service(Small Shop); Computer Sales; Consignment Store; Copy Shop; Custom Personal Services Shop; Donut Shop; Drapery, Needlework or Weaving Shop; Drug Store or Pharmacy; Florist Shop; Food Bank or Pantry; Food and Beverage Sales without Gasoline (Convenience Store); Food Store; Furniture Home Furnishings and Appliance Store; Garden Shop; Green House or Plant Nursery with Outside Display of Plants (Retail Sales); Handcraft Shop and Art Objects Sales; Hardware Shop; Hobby Shop; Household Appliance Service or Repair; Ice Cream/Yogurt Sales; Incidental or Accessory Retail or Service Uses; Key Shop; Kiosk; Laundromat (or Self-Service Washateria); Medical Appliances, Fitting, Sales, or Rental; Pet Grooming; Pet Shop; Restaurant or Cafeteria (No Drive-Thru Service); Retail Shop, Apparel, Gift, Accessory and Similar Items; Security Systems Installation Company; Silk Screening Studio or Tee Shirt Shop; Studio, Decorator, Artist, Photographer; Studio, Health/Reducing/Fitness or Similar Service/Establishment; Studio, Music, Dance, or Drama;;; Travel Bureau or Travel Consultants; Trophy Sales and Engraving; Used Merchandise or Second Hand Thrift Store; Used Merchandise or Second Hand (Non-Profit); Vacuum Cleaner Sales and Repair; Variety Store or Similar Retail Outlet; Veterinarian Hospital (Inside Animal Pens Only); Veterinarian Office (No Animal Hospital); Wallpaper, Flooring, and Carpet Store; and live/work.

PLANNED DEVELOPMENT STANDARDS

Deviations from Zoning Ordinance	
Height	4 stories or 55 feet, whichever is greater

Parking Minimum	None
Maximum Density	One dwelling unit per one thousand square feet of the Property.
Setbacks	Minimum: 5'-0" (balconies may project up to a foot into the minimum setback). ¹ Maximum: 15'-0" – Only applicable to structures along the Perimeter Drive boundary.

PERIMETER DRIVE REQUIREMENTS

The Perimeter Drive shown in Exhibit B.1 shall be built to public street widths, as depicted in Exhibit B.1, and shall consist of concrete or asphalt, shall be privately maintained with a License and Maintenance Agreement, and shall include access easements for public use via the Final Plat or separate instrument recorded prior to the first Certificate of Occupancy. The Perimeter Drive shall include drive aisles, parking stalls, and landscaping and irrigation. Other improvements may be considered during the site development permit review. The widths for the Perimeter Drive and the private drives shall meet the standards shown in Exhibits B.2 (Perimeter Drive Cross Section) and B.3 (Private Drive Cross Section), respectively. All driveways, alleys, parking areas, detention areas, and landscaping areas are to be private (owned and maintained by a Condominium or Property Owner's Association).

SIDEWALKS

A minimum of 6-foot sidewalk shall be constructed along the North Main Street (FM 95) right of way and along the east side of the Perimeter Drive (adjacent to buildings 1, 3, and 4), generally as shown on Exhibit B.1 and Exhibit B.2. Sidewalks shall be installed on a building-by-building basis as shown on Exhibit B.1, Exhibit B.2, and Exhibit B.3.

REGIONAL PARK TRAIL CONNECTION

The Developer shall pay a fee-in-lieu to the City for the design and construction of a minimum 6' concrete trail connecting the subject property to the Regional Park, as generally shown in Exhibit B.4. An engineer's opinion of probable cost shall be provided by the Developer and reviewed by the City prior to acceptance of the funds. The fee-in-lieu shall be paid prior to final plat recordation.

FLOOR ELEVATION

The finished floor elevation (FFE) of each building shall be the maximum height achievable such that the rise in grade does not necessitate handrails pursuant to Section 405 of Texas Accessibility or ANSI Standards.

LANDSCAPE REQUIREMENTS

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¹ Drainage areas may encroach within setbacks, which shall be measured from private drive boundary.

² To the extent reasonably required and subject to city approval, the planned development may include other native and adaptive tree species, so long as they are generally grouped in accordance with the Conceptual Site Plan.

The minimum percentage requirements of Sec. 28-29 of the City Code of Ordinances shall apply except that only 10 percent of the required landscaped area and required plantings shall be installed between the Perimeter Drive and private drives and the buildings being constructed. The number of trees planted between the Perimeter Drive and private drives and buildings shall be the greater of 10 percent of the required plantings or the amount required to meet the maximum spacing. Notwithstanding the number of lots or blocks, this minimum percentage shall be calculated across the project. Maintenance of street trees located along private drives must meet and comply with City Code of Ordinances as of the date hereof. All other landscaping requirements not mentioned herein will comply the City Code of Ordinances as of the date hereof.

The path which parallels North Main Street shall have a double allée of trees, subject to TxDOT's approval and any utility conflicts.

PARKLAND

This planned development includes at least 1.25 acres of privately owned and maintained parkland, as generally shown on Exhibit B.1.³ The parkland included in this planned development, as well as related amenities, are deemed to meet the Park and Playground Requirements of the City Subdivision Ordinance.

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- Dedicated outdoor workout space with 2 sets of exercise equipment
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Subject to Fire Marshall's approval and compliance with all relevant codes, ordinances, and statutes, fire hydrants will be placed in the following order of preference:

1. At street-street intersections, where on-street parking does not exist anyway within the sight triangle.
2. At street-alley intersections, where on-street parking does not exist anyway adjacent to the alley apron.

³ The exact amount of parkland will be determined at the time of site plan but shall not be less than 1.25 acres.

3. At street-alley intersections, where on-street parking does not exist anyway adjacent to the alley apron.
4. Mid-block only if necessary due to hydrant spacing requirements and simply remove one or two on-street parking spaces to provide the required pavement width.

PROPERTY OWNER'S ASSOCIATION

A Property Owner's Association (or Condominium Association) will be created to own and maintain all parkland, open space, common area amenities, detention ponds, signage, private paving and sidewalks not to be dedicated to the City, unless otherwise stated herein.

PERMITTING REVIEW

The City agrees to allow concurrent review of the site plan and building plans. The site plan shall encompass all of a phase. Phases shown in Exhibit B.5. Temporary and/or final certificates of occupancy shall be issued on a per building basis subject to the City's approval and compliance with life and safety requirements.

FINANCIAL STRUCTURE

Owner, and any successors or assigns, shall be prohibited from utilizing a housing finance corporation, as defined in Chapter 394 of the Texas Local Government Code, or any other similar entity, arrangement, or mechanism, to obtain or claim any exemption from ad valorem property taxes related to the property or any future development on the property. This restriction shall be documented in deed restrictions filed with the Williamson County Clerk prior to the issuance of any site development or building permits, or prior to commencement of any construction activity if permits have already been issued. These deed restrictions shall run with the land and shall be binding on all future owners. They may not be amended or terminated without the express written consent of the City.

EXHIBITS

The exhibits attached hereto shall be considered part of the planned development, except that the exact design and locations of any building, facility, structure, landscaping feature, parkland, or amenity shall be established during the site development permit review phase. Minor modifications from any such exhibit are permitted so long as the property owner complies with the minimum requirements included in the text of this planned development and city codes.

Exhibit B.1 - Conceptual Site Plan
Exhibit B.2 - Perimeter Drive Cross Sections
Exhibit B.3 - Private Drive Cross Section
Exhibit B.4 - Regional Park Trail Connection
Exhibit B.5 - Phasing Plan

Exhibit B.1- Conceptual Site Plan

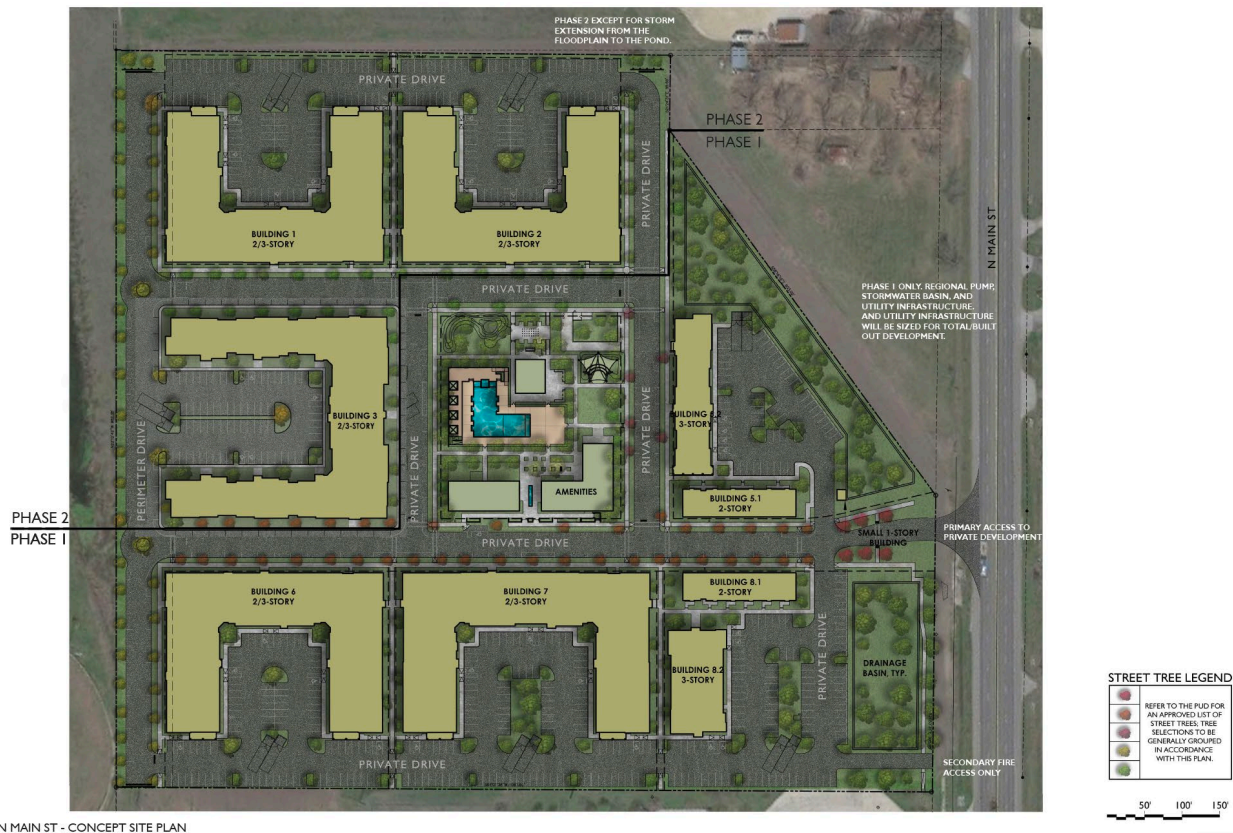


Exhibit B.2 – Perimeter Drive Cross Section



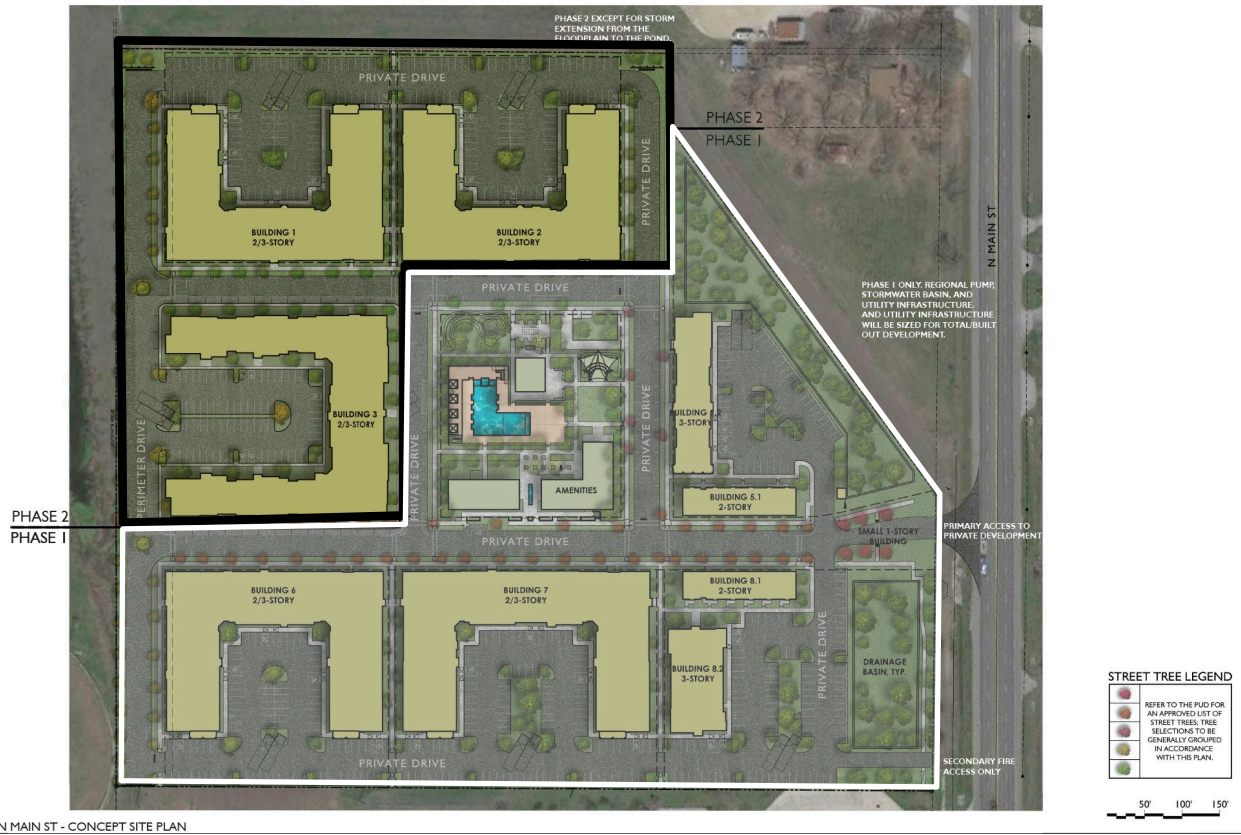
Exhibit B.3 – Private Drive Cross Section



Exhibit B.4 – Regional Park Trail Connection



Exhibit B.5 – Phasing Plan



ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE 2022-39 TO REPEAL AND REPLACE EXHIBITS B, B.1, AND B.2; ADDING EXHIBITS B.3, B.4, AND B.5; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on April 24, 2025, to consider the request made by the applicant, whose property is legally described in Exhibit “A” of Ordinance 2022-39 (“Property”), to approve a Planned Development amendment; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on April 8, 2025, to consider the amendment, and recommended the Planned Development amendment to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Planned Development amendment.

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

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

SECTION 2. Ordinance 2022-39 of the City of Taylor, Texas, is hereby amended to repeal and replace Exhibits “B”, “B.1”, and “B.2” with Exhibits “B”, “B.1”, “B.2”, “B.3”, “B.4”, and “B.5” as provided for in Exhibit “A”.

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

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

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2025-14 was introduced before the Taylor City Council on the 24th day of April 2025.

PASSED, APPROVED, and ADOPTED on the 8th day of May, 2025.

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Lucy Aldrich, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2025-14, passed and approved by the City Council of the City of Taylor, Texas, on the 8th day of May 2025, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2025.

Lucy Aldrich
City Clerk

EXHIBIT A

Amended Exhibits B, B.1, B.2, B.3, B.4 and B.5 of Ordinance 2022-39

[Following Page]

EXHIBIT B
3811 NORTH MAIN STREET
RESIDENTIAL PLANNED DEVELOPMENT

PROPERTY

The subject property is located north of Carlos G Parker Boulevard (just north of the currently existing H- E-B) on the west side of N Main Street at 3811 N Main Street, Taylor, TX 76574. The tract includes approximately 21.782 acres, as more particularly described in the survey attached hereto as Exhibit A (the Property).

PURPOSE

The purpose of this planned development zoning ordinance is to develop a multifamily project on a single lot with varying building sizes, and which will incorporate a mix of unit types, with spaces easily accessible to such units through a network of pedestrian-friendly streets and civic spaces. The property is currently zoned P5 – Urban Center with a PD overlay. The property was previously zoned by Ordinance 2022-39 to Multi-Family Residential Planned Development (MF-2/RPD).

CONCEPT SITE LAYOUT & LAND USE

A conceptual layout of the proposed site has been attached to this Development Plan as Exhibit B.1. The primary use for the development shall be for multifamily development with a variety of unit sizes and bedroom mixes, as well as related accessory amenity and parkland uses. In addition to residential uses, the following uses are permitted on the ground floor of any building as generally depicted in Exhibit B.1.: Plant Nursery (Retail Sales); Art Gallery or Museum; Child Care Center/Day Care Center; Community Center (Public); Continuing Care Retirement Community; Family Home (Child Care); Fraternal Organization, Lodge, Union Hall, or Civic Organization; Group Day Care Home; Institution or Religious, Charitable, or Philanthropic Nature; Kindergarten or Nursery School (Private); Libraries; Museums; Non-profit Activities by a Church; Retirement Housing for the elderly; School, Business; School, Commercial Trade; School, Driving/Defensive Driving; School, Private (Primary or Secondary); School, Public or Parochial; Seasonal Use (Temporary); Skilled Nursing Facility; Accountant or Bookkeeping Office; Armed Services Recruiting Office; Architect's Office; Bank, Savings and Loan or Credit Union; Dental Clinic, Laboratory or Office; Medical Clinic or Office; Minor Medical Emergency Clinic; Mortgage and Loan Agency; Offices, General Business and Professional; Optician or Optometrist; Radio or Television Broadcasting without Tower; Real Estate Office; Telemarketing Agency; Amusement Arcade; Amusement, Commercial (Indoor); Aquariums; Ballroom Dancing; Day Camp for Children; Liquor Store; Private Club; Theater or Playhouse (Indoors); Antique Shop, Sales Indoors; Appliance Rental; Art Supply Store; Bakery or Confectionary Shop (Retail); Banking, Automatic Teller Only; Book or Stationary Shop or Newsstand; Cellular Phone/Pager Sales (Indoor); Cleaning Shop or Laundry Pick-Up and Self-Service(Small Shop); Computer Sales; Consignment Store; Copy Shop; Custom Personal Services Shop; Donut Shop; Drapery, Needlework or Weaving Shop; Drug Store or Pharmacy; Florist Shop; Food Bank or Pantry; Food and Beverage Sales without Gasoline (Convenience Store); Food Store; Furniture Home Furnishings and Appliance Store; Garden Shop; Green House or Plant Nursery with Outside Display of Plants (Retail Sales); Handcraft Shop and Art Objects Sales; Hardware Shop; Hobby Shop; Household Appliance Service or Repair; Ice Cream/Yogurt Sales; Incidental or Accessory Retail or Service Uses; Key Shop; Kiosk; Laundromat (or Self-Service Washateria); Medical Appliances, Fitting, Sales, or Rental; Pet Grooming; Pet Shop; Restaurant or Cafeteria (No Drive-Thru Service); Retail Shop, Apparel, Gift, Accessory and Similar Items; Security Systems Installation Company; Silk Screening Studio or Tee Shirt Shop; Studio, Decorator, Artist, Photographer; Studio, Health/Reducing/Fitness or Similar Service/Establishment; Studio, Music, Dance, or Drama;;; Travel Bureau or Travel Consultants; Trophy Sales and Engraving; Used Merchandise or Second Hand Thrift Store; Used Merchandise or Second Hand (Non-Profit); Vacuum Cleaner Sales and Repair; Variety Store or Similar Retail Outlet; Veterinarian Hospital (Inside Animal Pens Only); Veterinarian Office (No Animal Hospital); Wallpaper, Flooring, and Carpet Store; and live/work.

PLANNED DEVELOPMENT STANDARDS

Deviations from Zoning Ordinance	
Height	4 stories or 55 feet, whichever is greater

Parking Minimum	None
Maximum Density	One dwelling unit per one thousand square feet of the Property.
Setbacks	Minimum: 5'-0" (balconies may project up to a foot into the minimum setback). ¹ Maximum: 15'-0" – Only applicable to structures along the Perimeter Drive boundary.

PERIMETER DRIVE REQUIREMENTS

The Perimeter Drive shown in Exhibit B.1 shall be built to public street widths, as depicted in Exhibit B.1, and shall consist of concrete or asphalt, shall be privately maintained with a License and Maintenance Agreement, and shall include access easements for public use via the Final Plat or separate instrument recorded prior to the first Certificate of Occupancy. The Perimeter Drive shall include drive aisles, parking stalls, and landscaping and irrigation. Other improvements may be considered during the site development permit review. The widths for the Perimeter Drive and the private drives shall meet the standards shown in Exhibits B.2 (Perimeter Drive Cross Section) and B.3 (Private Drive Cross Section), respectively. All driveways, alleys, parking areas, detention areas, and landscaping areas are to be private (owned and maintained by a Condominium or Property Owner's Association).

SIDEWALKS

A minimum of 6-foot sidewalk shall be constructed along the North Main Street (FM 95) right of way and along the east side of the Perimeter Drive (adjacent to buildings 1, 3, and 4), generally as shown on Exhibit B.1 and Exhibit B.2. Sidewalks shall be installed on a building-by-building basis as shown on Exhibit B.1, Exhibit B.2, and Exhibit B.3.

REGIONAL PARK TRAIL CONNECTION

The Developer shall pay a fee-in-lieu to the City for the design and construction of a minimum 6' concrete trail connecting the subject property to the Regional Park, as generally shown in Exhibit B.4. An engineer's opinion of probable cost shall be provided by the Developer and reviewed by the City prior to acceptance of the funds. The fee-in-lieu shall be paid prior to final plat recordation.

FLOOR ELEVATION

The finished floor elevation (FFE) of each building shall be the maximum height achievable such that the rise in grade does not necessitate handrails pursuant to Section 405 of Texas Accessibility or ANSI Standards.

LANDSCAPE REQUIREMENTS

Street trees will be planted between the sidewalk and back of curb along the Perimeter Drive and private drives with a maximum spacing of 35 feet, as generally shown on Exhibit B.1. The approved list of trees to be planted generally in accordance with the legend provided in Exhibit B.1 is shown below:

- Cedar Elm
- Drake Elm
- Bigtooth Maple
- Chinquapin Oak
- Monterey Oak
- Red Oak
- Texas Ash
- Pecan²

¹ Drainage areas may encroach within setbacks, which shall be measured from private drive boundary.

² To the extent reasonably required and subject to city approval, the planned development may include other native and adaptive tree species, so long as they are generally grouped in accordance with the Conceptual Site Plan.

The minimum percentage requirements of Sec. 28-29 of the City Code of Ordinances shall apply except that only 10 percent of the required landscaped area and required plantings shall be installed between the Perimeter Drive and private drives and the buildings being constructed. The number of trees planted between the Perimeter Drive and private drives and buildings shall be the greater of 10 percent of the required plantings or the amount required to meet the maximum spacing. Notwithstanding the number of lots or blocks, this minimum percentage shall be calculated across the project. Maintenance of street trees located along private drives must meet and comply with City Code of Ordinances as of the date hereof. All other landscaping requirements not mentioned herein will comply the City Code of Ordinances as of the date hereof.

The path which parallels North Main Street shall have a double allée of trees, subject to TxDOT's approval and any utility conflicts.

PARKLAND

This planned development includes at least 1.25 acres of privately owned and maintained parkland, as generally shown on Exhibit B.1.³ The parkland included in this planned development, as well as related amenities, are deemed to meet the Park and Playground Requirements of the City Subdivision Ordinance.

Parkland Amenities - The following common area amenities are proposed on-site and located within the parkland areas, as generally shown on Exhibit B.1:

- Fitness and Lifestyle Building: no less than 3,800 SF
- Dedicated outdoor workout space with 2 sets of exercise equipment
- 1 drinking fountain
- 4 dog bag waste holders
- Plaza at leasing building: no less than 1200 SF
- Outdoor play area with playground for ages 5-8: no less than 2800 SF
- Swimming pool
- Splash pad: no less than 750 SF
- Dedicated dog park area: no less than 1950 SF
- BBQ stations: 4, no less than 800 total SF
- Fire pit and seating space: no less than 200 SF
- Waste receptacles: no fewer than 2
- Illumination along paths: no fewer than 20 dark sky-compliant Tree lights, 9 dark sky-compliant Tree well lights, 10 stair lights and 4 edge lights

SIGNAGE

One entry monument sign may be located at the entrance to the development, as generally shown on Exhibit B.1, outside of the right-of-way, and in accordance with Chapter 24 of the Code of Ordinances. The dimensions of the monument shall not exceed a 32 square foot sign face and 8 feet in height. No off-premise signage shall be installed.

FIRE HYDRANT PLACEMENT

Subject to Fire Marshall's approval and compliance with all relevant codes, ordinances, and statutes, fire hydrants will be placed in the following order of preference:

1. At street-street intersections, where on-street parking does not exist anyway within the sight triangle.
2. At street-alley intersections, where on-street parking does not exist anyway adjacent to the alley apron.

³ The exact amount of parkland will be determined at the time of site plan but shall not be less than 1.25 acres.

3. At street-alley intersections, where on-street parking does not exist anyway adjacent to the alley apron.
4. Mid-block only if necessary due to hydrant spacing requirements and simply remove one or two on-street parking spaces to provide the required pavement width.

PROPERTY OWNER'S ASSOCIATION

A Property Owner's Association (or Condominium Association) will be created to own and maintain all parkland, open space, common area amenities, detention ponds, signage, private paving and sidewalks not to be dedicated to the City, unless otherwise stated herein.

PERMITTING REVIEW

The City agrees to allow concurrent review of the site plan and building plans. The site plan shall encompass all of a phase. Phases shown in Exhibit B.5. Temporary and/or final certificates of occupancy shall be issued on a per building basis subject to the City's approval and compliance with life and safety requirements.

FINANCIAL STRUCTURE

Owner, and any successors or assigns, shall be prohibited from utilizing a housing finance corporation, as defined in Chapter 394 of the Texas Local Government Code, or any other similar entity, arrangement, or mechanism, to obtain or claim any exemption from ad valorem property taxes related to the property or any future development on the property. This restriction shall be documented in deed restrictions filed with the Williamson County Clerk prior to the issuance of any site development or building permits, or prior to commencement of any construction activity if permits have already been issued. These deed restrictions shall run with the land and shall be binding on all future owners. They may not be amended or terminated without the express written consent of the City.

EXHIBITS

The exhibits attached hereto shall be considered part of the planned development, except that the exact design and locations of any building, facility, structure, landscaping feature, parkland, or amenity shall be established during the site development permit review phase. Minor modifications from any such exhibit are permitted so long as the property owner complies with the minimum requirements included in the text of this planned development and city codes.

Exhibit B.1 - Conceptual Site Plan

Exhibit B.2 - Perimeter Drive Cross Sections

Exhibit B.3 - Private Drive Cross Section

Exhibit B.4 - Regional Park Trail Connection

Exhibit B.5 - Phasing Plan

PHASE 2 EXCEPT FOR STORM EXTENSION FROM THE FLOODPLAIN TO THE POND.

PRIVATE DRIVE

**BUILDING 1
2 1/3-STORY**

**BUILDING 2
2 1/3-STORY**

PRIVATE DRIVE

**PHASE 2
PHASE 1**

PERIMETER DRIVE

**BUILDING 3
2 1/3-STORY**

PRIVATE DRIVE

**BUILDING 4
3-STORY**

**BUILDING 5.1
2-STORY**

AMENITIES

PRIVATE DRIVE

PHASE 1 ONLY: REGIONAL PUMP, STORMWATER BASIN, AND UTILITY INFRASTRUCTURE WILL BE SIZED FOR TOTAL BUILT OUT DEVELOPMENT.

SMALL 1-STORY BUILDING

PRIMARY ACCESS TO PRIVATE DEVELOPMENT

N MAIN ST

DRAINAGE BASIN, TYP.

SECONDARY FIRE ACCESS ONLY

STREET TREE LEGEND

- REFER TO THE PSD FOR AN APPROVED LIST OF STREET TREES. TREE SELECTIONS TO BE GENERALLY GROUPED IN ACCORDANCE WITH THIS PLAN.

3811 N MAIN ST - CONCEPT SITE PLAN

0' 50' 100' 150'

Exhibit B.2 – Perimeter Drive Cross Section



Exhibit B.3 – Private Drive Cross Section



Exhibit B.4 – Regional Park Trail Connection



[illegible]

ORDINANCE NO. 2022-39

AN ORDINANCE CHANGING THE ZONING ON PROPERTY DESCRIBED AS APPROXIMATELY 21.78 ACRES OF LAND GENERALLY LOCATED AT 3811 NORTH MAIN STREET, FROM RURAL/AGRICULTURAL (R/A) AND LOCAL BUSINESS (B-1) ZONING DISTRICTS TO MULTI-FAMILY RESIDENTIAL WITH A RESIDENTIAL PLANNED DEVELOPMENT (MF-2/RPD), PART OF AND OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65, TAYLOR, WILLIAMSON COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council, after proper notice, conducted a public hearing on August 25, 2022 to consider the request made by Hebron Holdings, LLC through Leah Bojo (Drenner Group), for property which is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to change the zoning for the Property from Rural/Agricultural (R/A) and Local Business (B-1) to Multi-Family Residential with a Residential Planned Development (MF-2/RPD); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on August 9, 2022, to consider the zoning request, and recommended the change to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Property zoning change.

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

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

SECTION 2. The Property described in Exhibit "A" is changed from Rural/Agricultural (R/A) and Local Business (B-1) zoning districts to Multi-Family Residential with a Residential Planned Development (MF-2/RPD).

SECTION 3. The Residential Planned Development overlays hereby referred to as the 3811 North Main St. Planned Development that shall be applied to and be required for the Property are described in Exhibit "B" attached hereto and incorporated herein for all purposes. Notwithstanding Section 2.17.5 of the Zoning Ordinance, the minimum lot sizes and densities shall be as established in the Planned Development standards in Exhibit "B".

SECTION 4. The Official Zoning Map of the City of Taylor, Texas is changed to show the Property zoning district changed from Rural/Agricultural (R/A) and Local Business (B-1) to Multi-Family Residential with a Residential Planned Development (MF-2/RPD) on approximately 21.78 acres as shown in Exhibit "C" attached hereto and incorporated herein for all purposes.

SECTION 5. All other terms and conditions contained in the official zoning map, except as amended herein, shall continue and remain in full force and effect.

SECTION 6. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 7. In accordance with Article VIII of the City Charter, Ordinance 2022-39 was introduced before the Taylor City Council on the 25th day of August 2022.

PASSED, APPROVED, and ADOPTED on the 8 day of September 2022.



Brandt Rydell, Mayor

ATTEST:



Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl,
City Attorney

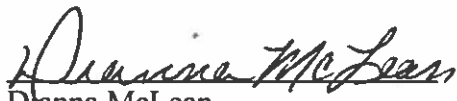
CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2022-39, passed and approved by the City Council of the City of Taylor, Texas, on the 8 day of Sept 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this 8 day of Sept 2022.



Dianna McLean
City Clerk

EXHIBIT A
(Legal Description)

JULY 2,

21.782 ACRE

These notes describe that certain tract of land located in the **WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65**, situated in Williamson County, Texas; subject tract being part of and out of called "40.00 Acres" conveyed in Gift Deed from Hermann A. Pasemann, ET UX to Robert Ray Pasemann recorded in Doc No. 2020013247 of the Official Public Records of Williamson County also "1.7 Acres" (OPRWC) dated 2-1-2018, being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of July, 2021 and being more fully described as follows:

BEGINNING at a found 1/2" Iron Rod Found (capped "BPI") (North=10195255.1100 feet, East=3213641.6890 feet) at the Northeast corner of the Pasemann Addition recorded in Doc No. 2004055754 of the (OPRWC) also the East line of "40.00 Acres" and the West line of State Highway 95;

THENCE South 68° 07' 38" West along the North line of the Pasemann Addition recorded in Doc No. 2004055754 of the (OPRWC) a distance of **1087.60 feet** to a 1/2" Iron Rod Found in the West line of "23.689 Acres" conveyed in a Special Warranty Deed from the City of Taylor Park Foundation to the City of Taylor, Texas and recorded in Doc No. 2008013737 of the (OPRWC) dated 2-12-2008, also at the West line of "40.00 Acres" and the Northwest corner of the Pasemann Addition Subdivision;

THENCE North 22° 12' 42" West along the West line of said "40.00 Acres" passing a calculated point at the Northwest corner of same at approximately **882.35 feet**, same being the Southwest corner of said "1.7 Acres" conveyed in Gift Deed from Hermann A. Pasemann, ET UX to Robert Ray Pasemann recorded in Volume 1094 Page 135 of the (ORWC) dated 10-26-1984 and continuing a total distance of **982.35 feet** to a 1/2" Iron Rod Found at the Southwest corner of "2.53 Acres" conveyed in Executors Deed with V/L from Joseph R. Quebe, Independent Executor of the Estates of Joe Stan Quebe to Joseph R. Quebe, ET UX Amy Quebe and recorded in Doc No. 2017082010 of the (OPRWC) and dated 8-25-2017 same being the Northwest corner of said "1.7 Acres";

THENCE North 68° 18' 04" East along the North line of "1.7 Acres" also the South line of "2.53 Acres" a distance of **738.57 feet** to a 1/2" Iron Pipe Found in the South line of "2.53 Acres" also the North line of "1.7 Acres" same being the Northwest corner of "2.826 Acres" conveyed in General Cash Warranty Deed from Robert M. Parker and Barbara A. Parker to T.W. Ford, LP recorded in Doc No. 201005442 of the (OPRWC) dated 8-13-2010;

THENCE South 21° 24' 31" East with the upper West line of said "2.826 Acres" a distance of **99.96 feet** to a 1/2" Iron Pipe Found at an exterior corner of same corner of also in the South line of "1.7 Acres" also the North line of "40.00 Acres";

THENCE South 58° 16' 16" East along the West line of "2.826 Acres" a distance of **603.00 feet** to a 1/2" Iron Pipe Found at the Southeast corner of "2.826 Acres" also in the East line of "40.00 Acres" and in the West Right of Way of State Highway 95;

THENCE South 21° 33' 31" East along the East line of "40.00 Acres" and the West Right of Way line of State Highway 95 a distance of **395.05 feet** to the **PLACE OF BEGINNING** containing according to the dimensions herein stated are of **21.782 Acres** of land.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment and are grid values. Attention is invited to accompanying plat for further information.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

Bryan technical Services, Inc.
TBPLS Firm No. 10128500
Bryantechnicalservices.com



EXHIBIT B

3811 NORTH MAIN STREET

RESIDENTIAL PLANNED DEVELOPMENT

PROPERTY

The subject property is located north of Carlos G Parker Boulevard (just north of the currently existing H-E-B) on the west side of N Main Street at 3811 N Main Street, Taylor, TX 76574. The tract includes approximately 21.782 acres, as more particularly described in the survey attached hereto as Exhibit A (the Property).

PURPOSE

The purpose of this planned development zoning ordinance is to develop a multifamily project with varying building sizes, and which will incorporate a mix of unit types, with spaces easily accessible to such units through a network of pedestrian-friendly streets and civic spaces. To move forward with our project, we are making an application for a Residential Planned Development District (RPD) with MF-2 (Multi-Family (High Density) Residential District) zoning. The Property is currently zoned partly as B-1 (Local Business District) and partly as R/A (Rural/Agricultural).

CONCEPT SITE LAYOUT & LAND USE

A conceptual layout of the proposed site has been attached to this Development Plan as Exhibit B.1. The primary use for the development shall be for multifamily development with a variety of unit sizes and bedroom mixes, as well as related accessory amenity and parkland uses. In the “live work” buildings generally shown on Exhibit B.1 as building type “E”, in addition to residential uses, uses permitted in B-1 (Local Business) districts shall be permitted. In the “DIY/Maker’s Space” buildings generally shown on Exhibit B.1 as building type “M”, uses permitted in B-1 (Local Business) districts shall be permitted, except for those uses included as permitted in Tables 3.9 to 3.12 of the zoning ordinance.¹ Maker/DIY Spaces are intended exclusively for maker space (not for parking). A standard door and window will be placed on the side. Inside will be sheet-rocked and provided with a countertop area, upgraded lighting, and additional plugs for power. The frontage of the side street (facing the parking drive aisles) will include doors with at least 25% glass, and/or window(s).

PLANNED DEVELOPMENT STANDARDS

Deviations from Zoning Ordinance	
Height	4 stories or 55 feet, whichever is greater
Parking Minimum	None
Maximum Density	One dwelling unit per one thousand square feet of the Property.

¹ Subject to compliance with relevant provisions of the City Code of Ordinances (including fire and building codes), a total of no less than 16 “DIY/Maker’s Space” buildings will be constructed on the Property of approximately up to 288 square feet and approximate dimensions of up to 16’ by 18’. Phase 1 is to contain approximately 10 buildings, and Phase 2 will contain approximately 6 buildings.

Setbacks	Minimum and Maximum: 5'-0" and 15'-0" (balconies may project up to a foot into the minimum setback). ²
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STREET REQUIREMENTS

Thoroughfare streets (each street denoted on Exhibit B.1) are to be dedicated to the City for public use. The widths of such streets shall meet the standards shown on Exhibit B.2 (Typical Road Section). A pedestrian pathway parallel to Street D connecting the northern property line to the southern property line (as generally shown on Exhibit B.1) is to be granted by easement or license to the City for public use. The remaining driveways, alleys, and parking areas are to be private (owned and maintained by a Condominium or Property Owner's Association).

SIDEWALKS

A minimum of 6-foot sidewalks shall be constructed on both sides of all public thoroughfare streets, generally as shown on Exhibit B.1 and Exhibit B.2. Sidewalks shall be installed on a building-by-building basis.

FLOOR ELEVATION

The finished floor elevation (FFE) of each building shall be the maximum height achievable such that the rise in grade does not necessitate handrails pursuant to Section 405 of Texas Accessibility or ANSI Standards.

LANDSCAPE REQUIREMENTS

Street trees will be planted between the sidewalk and back of curb along all public streets with a maximum spacing of 30-35 feet, as generally shown on Exhibit B.1. The approve list of trees to be planted generally in accordance with the legend provided in Exhibit B.1 is shown below:

- Cedar Elm
- Drake Elm
- Bigtooth Maple
- Chinquapin Oak
- Monterey Oak
- Red Oak
- Texas Ash
- Pecan³

The minimum percentage requirements of Sec. 28-29 of the City Code of Ordinances shall apply except that only 10 percent of the required landscaped area and required plantings shall be installed between the front property lines and the buildings being constructed. Notwithstanding the number of lots or blocks, this minimum percentage shall be calculated across the project. Maintenance of street trees

² Setbacks are to be measured per lot.

³ To the extent reasonably required and subject to city approval, the planned development may include other native and adaptive tree species, so long as they are generally grouped in accordance with the Conceptual Site Plan.

located along public streets must meet and comply with City Code of Ordinances as of the date hereof. All other landscaping requirements not mentioned herein will comply the City Code of Ordinances as of the date hereof.

The path which parallels North Main Street shall have a double allee of trees, subject to TxDOT's approval and any utility conflicts.

PARKLAND

This planned development includes at least 1.25 acres of privately owned and maintained parkland, as generally shown on Exhibit B.1.⁴ The parkland included in this planned development, as well as related amenities, are deemed to meet the Park and Playground Requirements of the City Subdivision Ordinance.

Parkland Amenities – The following common area amenities are proposed on-site and located within the parkland areas, as generally shown on Exhibit B.1:

- 2 sets of outdoor exercise equipment
- 1 drinking fountain
- 4 dog bag waste holders

SIGNAGE

Entry signage will be placed at the entrance to the development, outside of the right-of-way, and in accordance with Chapter 24 of the Code of Ordinances. No off-premise signage will be installed.

FIRE HYDRANT PLACEMENT

Subject to Fire Marshall's approval and compliance with all relevant codes, ordinances, and statutes, fire hydrants will be placed in the following order of preference:

1. At street-street intersections, where on-street parking does not exist anyway within the sight triangle.
2. At street-alley intersections, where on-street parking does not exist anyway adjacent to the alley apron.
3. Mid-block only if necessary due to hydrant spacing requirements, and simply remove one or two on-street parking spaces to provide the required pavement width.

PROPERTY OWNER'S ASSOCIATION

A Property Owner's Association (or Condominium Association) will be created to own and maintain all parkland, open space, common area amenities, detention ponds, signage, private paving and sidewalks not to be dedicated to the City, unless otherwise stated herein.

PERMITTING REVIEW

The City agrees to allow concurrent review of the site plan and building plans after the preliminary plat and subdivision plans are reviewed and approved. The site plan shall encompass all of a phase and is permitted to cross streets.

⁴ The exact amount of parkland will be determined at the time of site plan.

EXHIBITS

The exhibits attached hereto shall be considered part of the planned development, except that the exact design and locations of any building, facility, structure, landscaping feature, parkland, or amenity shall be established during the subdivision construction plan review phase. Modifications from any such exhibit is permitted so long as the property owner complies with the minimum requirements included in the text of this planned development.

Exhibit B.1 – Conceptual Site Plan

Exhibit B.2 – Typical Road Sections

Exhibit B.1 – Conceptual Site Plan

[To be attached.]

Exhibit B.2 – Typical Road Section

[To be attached.]

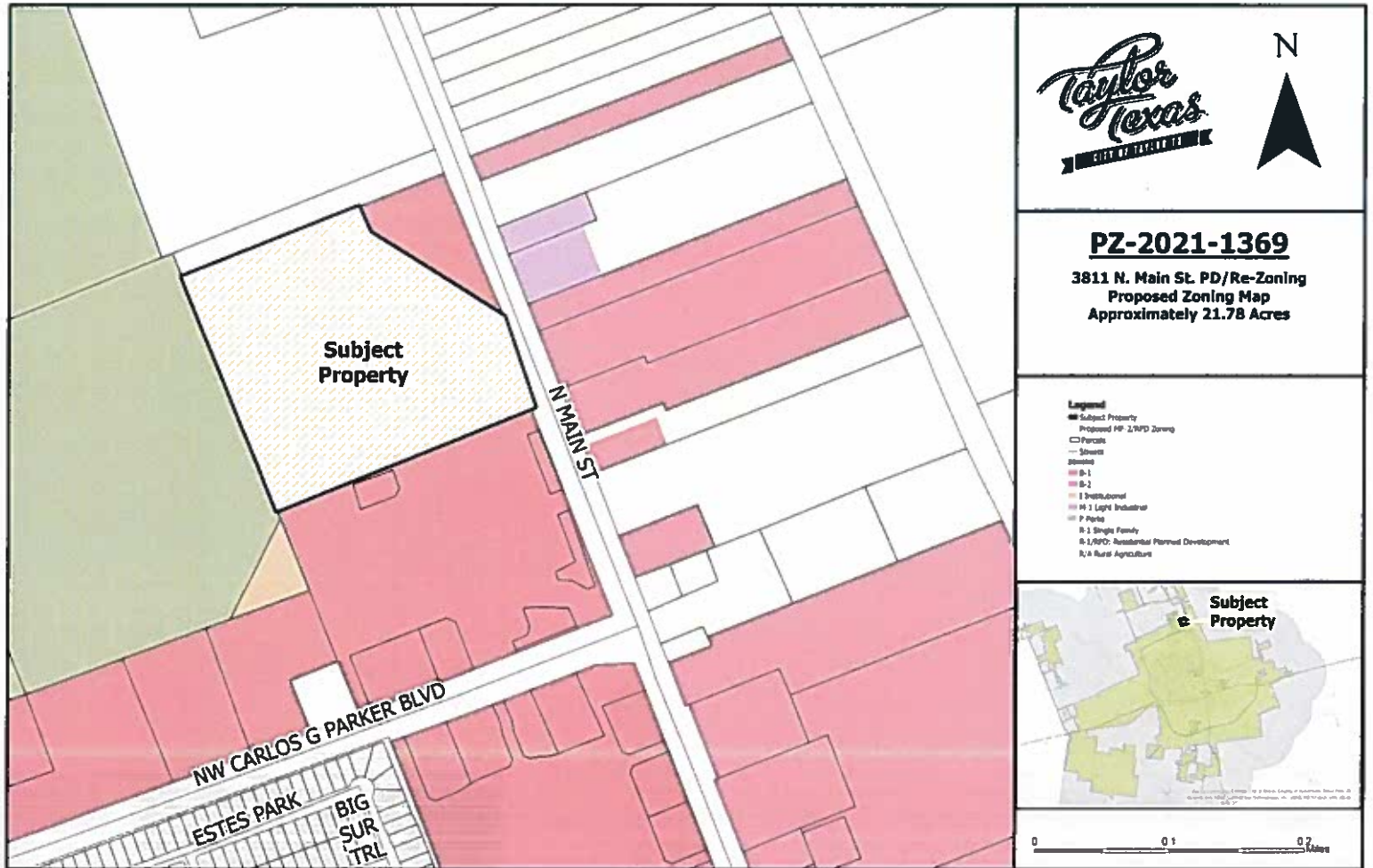


EXHIBIT B.1

Item	Quantity	Unit	Notes
1. 1-3 STORY	10	SF	
2. 2-4 STORY	10	SF	
3. 3-4 STORY	10	SF	
4. 4-5 STORY	10	SF	
5. 5-6 STORY	10	SF	
6. 6-7 STORY	10	SF	
7. 7-8 STORY	10	SF	
8. 8-9 STORY	10	SF	
9. 9-10 STORY	10	SF	
10. 10-11 STORY	10	SF	
11. 11-12 STORY	10	SF	
12. 12-13 STORY	10	SF	
13. 13-14 STORY	10	SF	
14. 14-15 STORY	10	SF	
15. 15-16 STORY	10	SF	
16. 16-17 STORY	10	SF	
17. 17-18 STORY	10	SF	
18. 18-19 STORY	10	SF	
19. 19-20 STORY	10	SF	
20. 20-21 STORY	10	SF	
21. 21-22 STORY	10	SF	
22. 22-23 STORY	10	SF	
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Neighborhood Street



PZ-2025-2393

PD Amendment for 3811 N. Main

3811 N Main Street

Planning & Zoning Commission

PZ-2025-2393

April 8, 2025

Neighborhood Aerial



Site Aerial



Property Details

Size:

- 21.782 acres

Zoning:

- P5 (Urban Center) – PUD Overlay

Current Use:

- Undeveloped

Growth Sector:

- Infill Growth Sector (G-5)

Access:

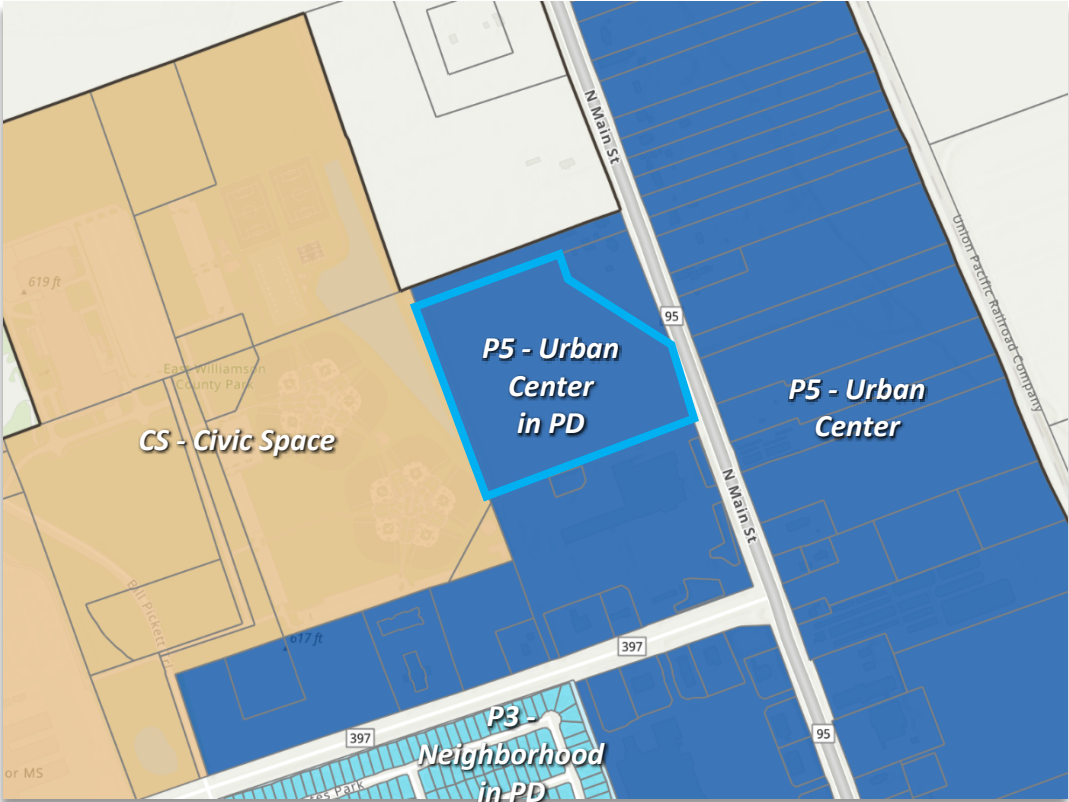
- N Main Street
 - Community Boulevard
- Taylor Regional Park & Sports Complex
 - Regional Park



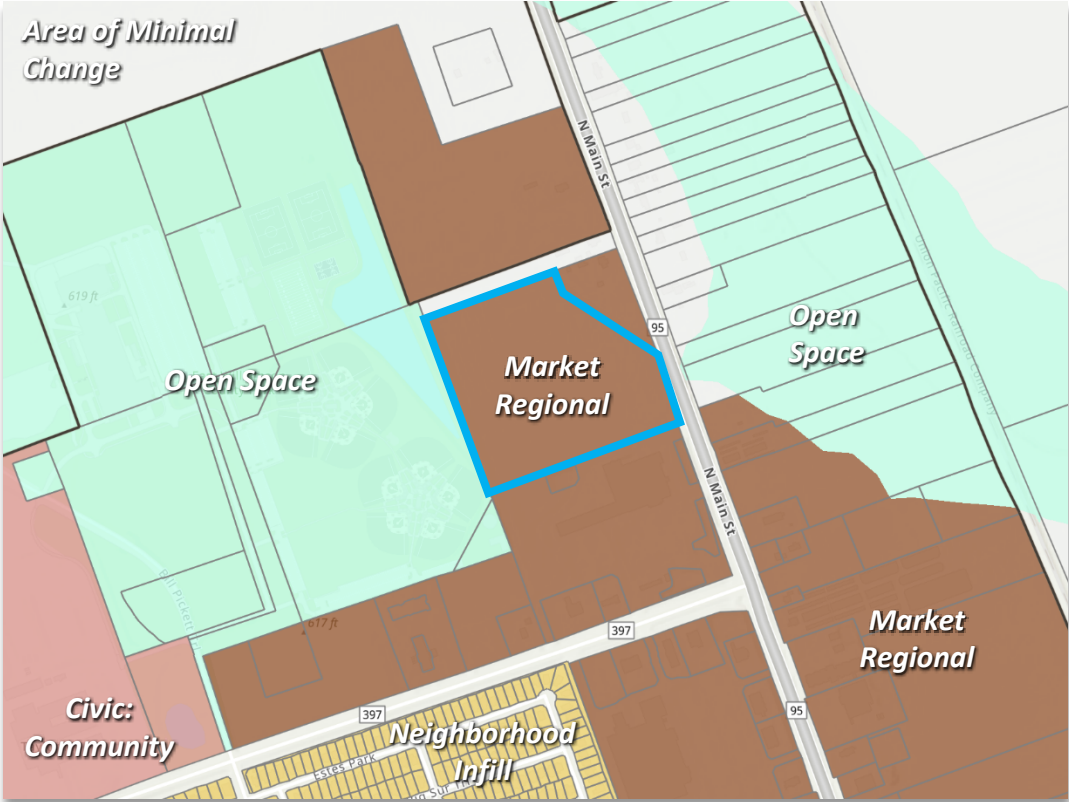
Timeline

March 23, 2022	Original PD Submittal
Aug. 9, 2022	Original PD Planning and Zoning Commission
Aug. 25, 2022	Original PD City Council – <i>1st reading</i>
Sept. 8, 2022	Original PD City Council – <i>2nd reading</i>
Jan. 3, 2025	Submitted PD Amendment application
April 2, 2025	Submitted amended PD Amendment application
April 8, 2025	Planning and Zoning Commission
April 24, 2025	City Council – <i>1st reading</i>
May 8, 2025	City Council – <i>2nd reading</i>

Zoning and FLUM Map



P5 – Urban Center with PD Overlay
to
P5 – Urban Center with PD Overlay



Market Regional
to
Market Regional

Concept Site Layout



Regional Park Trail Connection



PD Modifications

General:

- Developing as a single lot.
- Development will not and cannot seek an alternative financial structure that would cause the property to become tax-exempt.
- Changes to building sizes.

Streets:

- Privately constructed and maintained.
 - Public access easement to be dedicated.
- Perimeter Street remains as consistent with Transportation Plan.
 - 15-foot setback remains.

Parkland:

- Fee in lieu of design and construction of off-site trail connection to adjacent regional park.
- Include amenities: Plaza, playground, pool, splash pad, dog park, BBQ stations, fire pit, waste receptacles, and dark sky-compliant lighting.

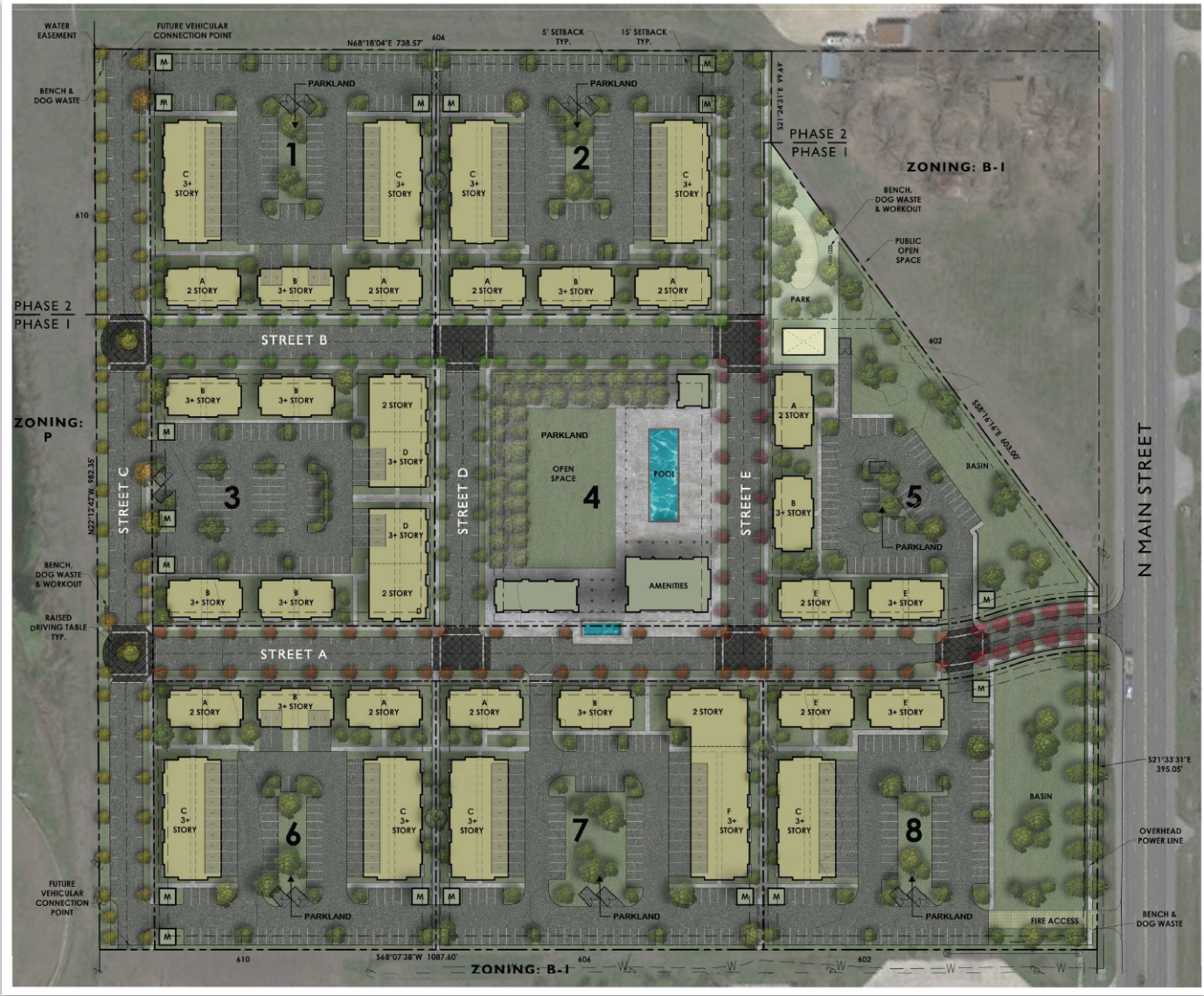
Request

We respectfully request your recommendation in favor of the proposed PD Amendment to the 3811 North Main St. Planned Development.

HFC Prohibition

1. Subdivision – Plat Note
2. Public Deed Restriction
3. PD Ordinance

Original Concept Site Layout



Project Details

Residential:

- 487 multifamily residential units

Land Development Ordinance Objective

- 1.3.1.5 – *“Infill development shall be prioritized as it is the most fiscally sustainable form of development... [and it] takes advantage of existing and planned infrastructure systems to complete or enhance neighborhoods.”*

Agent Information

Leah M. Bojo

Email: lbojo@drennergrouper.com

Phone: 512-807-2918

P&Z Recommendation

On April 8, 2025, the Planning and Zoning Commission voted 9-0 to recommend approval of the Planned Development Amendment at 3811 N. Main Street.



City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 8.

Agenda Title: Consider approval of a conditional acceptance of subdivision infrastructure for the Castlewood South Subdivision Phase 2.

Council Action to be Taken: Approve on Consent

Department Submitted: Public Works

Staff Contact: Jim Gray, Director

1. PURPOSE / DESCRIPTION

The purpose of this agenda item is to accept the public infrastructure completed for the Castlewood South Phase 2 Subdivision.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Castlewood South Phase 2 Subdivision is the final phase of a multi-phased residential development project located in the southwest City limits along FM 973 and abutting the existing Castlewood Subdivision. Phase 1 was accepted on August 22, 2024 and homes are currently being constructed within this phase. As part of the Subdivision Process found in the Taylor Land Development Code, acceptance of the public infrastructure is required once construction of the improvements have been completed in accordance to City Ordinances. The Castlewood South Phase 2 development has passed inspections, has completed a construction final walkthrough, and the Developer has provided the required acceptance documentation per the City's Ordinances including a maintenance bond.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• N/A	• N/A

4. RECOMMENDATION

Staff recommends accepting the public infrastructure completed for the Castlewood South Phase 2 subdivision.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planned Development Zoning Ordinance Approved – March 12, 2021

Preliminary Plat Approved – August 11, 2021

Subdivision Improvement Plans Approved – October 4, 2022

Phase 1 Final Plat Approved – June 14, 2023

Phase 2 Final Plat Approved – June 11, 2024

Phase 1 Public Improvements Acceptance – August 22, 2024

7. OTHER OPTIONS

Do not accept infrastructure.

8. ATTACHMENTS

1. 00 - PZ 2021-1353 - Castlewood South Ph. 2 -Certificate of Acceptance

CERTIFICATE OF ACCEPTANCE

PROJECT: Castlewood South Phase 2 – Public Infrastructure Improvements
CONTRACTOR: JL Gray Construction
CONTRACT FOR: Public Infrastructure Improvements

This CERTIFICATE OF ACCEPTANCE applies to all work under the Contract Documents or to the following specified parts thereof: **Castlewood South Phase 2 public infrastructure improvements including: paving, drainage, water, and wastewater utility improvements within public ROW.**

BY: 

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

FOR: The City of Taylor

TO: JL Gray Construction
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:

05/08/2025

Date of Acceptance



City Council Meeting **May 8, 2025** **Transmittal Letter**

STRATEGIC PILLAR

Economic Vitality
Streets/Infrastructure

Agenda Item Number: 9.

Agenda Title: Consider approval of a cost sharing agreement between the City of Taylor and Park 79 Commerce Center LLC.

Council Action to be Taken: Consider approval of the cost sharing

Department Submitted: Development Services

Staff Contact: Scott Dunlop, Director

1. PURPOSE / DESCRIPTION

This Cost Sharing Agreement allows for the over sizing of public water and wastewater lines being constructed as part of the Park 79 Commerce Center industrial development.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The development's demands required a 12" water line and an 8" wastewater line. Due to anticipated demands from properties adjacent to Park 79 and consistent with the city's Capital Improvements Plan, the city requested these lines to be oversized. The water is oversized to an 18" line and wastewater is oversized to a 12" line. This oversizing will facilitate the easier development of adjacent properties that can tie into these facilities. The oversizing cost is \$625,157.70 and this can be paid out of the city's CIP fund balances. The oversizing payment would be due within 30 days after the city accepts the facilities.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
- Increases water and wastewater line sizes for future growth - Cost sharing on over sizing lines is the most efficient and cost-effective way for the city to have infrastructure installed that is consistent with the city	

CIP without issuing debt	
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4. RECOMMENDATION

Approve a cost sharing agreement between the City of Taylor and Park 79 Commerce Center LLC

5. FUNDING SOURCE

CIP Funds

6. TIMELINE

If approved, the developer has 90 days to commence installation of the over sized lines and completion within 12 months.

7. OTHER OPTIONS

Deny the cost sharing agreement

8. ATTACHMENTS

1. Park 79 Cost Sharing Agreement for Water and Wastewater Lines_Draft

“Developer’s Engineer” shall mean the person or firm designated by Developer as engineer for the Project, which is currently Pape-Dawson Engineers.

“Effective Date” shall mean the date this Agreement has been executed by all parties hereto.

“Improvements” shall collectively mean the Water Line Improvements and the Wastewater Line Improvements, as each are defined below.

“Project Costs” shall mean all cost and expenses of the Improvements paid or incurred by the Developer in connection with the design and construction of the Improvements, including, but not limited to, costs and expenses for:

- (a) feasibility, design, engineering, environmental, consulting, inspection, survey, and legal;
- (b) soils and materials testing;
- (c) obtaining governmental and regulatory approvals;
- (d) purchasing materials; and
- (e) construction management, construction, and inspections.

“LDC” shall mean the Land Development Code of the City of Taylor, Texas in effect as of the Effective Date, which was originally adopted by Ordinance No. 2023-55 on November 9, 2023.

“Water Line Improvements” shall mean the water line improvements within the Project as more particularly described and depicted in **Exhibit B** attached hereto and made a part hereof.

“Wastewater Line Improvements” shall mean the wastewater line improvements within the Project as more particularly described and depicted in **Exhibit C** attached hereto and made a part hereof.

ARTICLE II IMPROVEMENTS/OVERSIZING

Section 2.1 **Water Line Improvements**. The City is requiring the oversizing of the Water Line Improvements from the proposed 12” water line required to serve the Project to an 18” water line, as more particularly set forth in **Exhibit B** attached hereto. Developer will be responsible for the costs associated with providing the appropriately sized Water Line Improvements to the Project. The City will be responsible for the Oversizing Costs (defined herein). After the completion and the City’s acceptance of the applicable Water Line Improvements, the City shall reimburse Developer for the Oversizing Costs of the Water Line Improvements by paying the Developer a lump sum cost within thirty (30) days after the City’s receipt of the Completion Report (defined herein) associated therewith.

Section 2.2 **Wastewater Line Improvements**. The City is requiring the oversizing of the

Wastewater Line Improvements from the proposed 8” wastewater line required to serve the Project to 12” wastewater line, as more particularly set forth in **Exhibit C** attached hereto. Developer will be responsible for the costs associated with providing the appropriately sized Wastewater Line Improvements to the Project. The City will be responsible for the Oversizing Costs. After the completion and the City’s acceptance of the applicable Wastewater Line Improvements, the City shall reimburse Developer for the Oversizing Costs of the Wastewater Line Improvements by paying the Developer a lump sum cost within thirty (30) days after the City’s receipt of the Completion Report associated therewith.

Section 2.3 **Oversizing Costs**. The term “**Oversizing Costs**” refers to and includes all costs incurred and paid by Developer in connection with the design and construction of the Improvements in excess of total costs Developer would have incurred if Developer was providing only the appropriately sized Improvements to the Project, which amount of such Oversizing Costs is set forth in **Exhibit D**. All such Oversizing Costs shall be reasonable, necessary and documented to and approved by the City Engineer, City Manager, and/or the City Council, as applicable. The total amount of Oversizing Costs to be paid to Developer by the City hereunder is \$625,154.70. Notwithstanding the foregoing, in the event the City requires any revision to the Approved Plans after the Effective Date of this Agreement that results in an increase to the Oversizing Costs or to the total cost of the Project, any such increase shall require a written amendment to this Agreement approved by the City Council before such additional costs are reimbursable.

Section 2.3A. **Audit Rights**. The City Engineer has reviewed the pricing and amounts included in the Oversizing Costs prior to the date of this Agreement. The City shall have the right, upon reasonable notice and during normal business hours, to audit and inspect all books, records, invoices, contracts, and other documentation related to the Oversizing Costs submitted for reimbursement. Developer shall retain all such documentation for a period of one (1) year following final payment under this Agreement. The City’s obligation to reimburse Oversizing Costs is contingent on verification of reasonable and necessary expenditures through such audit.

Section 2.4 **Plans and Specifications**. The Improvements will be designed and constructed in accordance with the Taylor Tract-14501 Hwy 79 – Public Improvements plans dated February 2024 prepared by Developer’s Engineer, as approved by the City in Project File No. PZ-2024-2104 (the “**Approved Plans**”). The City agrees not to unreasonably withhold, condition or delay its approval of any required revisions to the Approved Plans and not to require any changes or revisions to the Approved Plans, which could cause a delay to the completion of the Improvements or a material increase in the costs of the Improvements or the Project. The Approved Plans shall not be modified or amended without the prior written consent of both the City and Developer, which both Parties agree to give reasonably; provided, however, that the City reserves the right to require revisions as reasonably necessary to ensure compliance with applicable laws, public safety standards, or coordination with regional infrastructure, subject to a good faith effort to minimize delay and cost.

Section 2.5 **Timing**. The Improvements shall be constructed simultaneous with Developer’s construction of the other infrastructure for the Project. The City acknowledges that the construction of the Improvements will be governed by and subject to the terms of the Construction Contract.

Section 2.6 Dedication and Acceptance. Dedication and acceptance of the Improvements is governed by the LDC. The City agrees that it will not unreasonably deny, delay, or condition its acceptance of the Improvements. From and after the City's final acceptance of the Improvements, the City will own, operate and maintain the Improvements and will be responsible for all costs associated with it, except as otherwise provided by the LDC or this Agreement.

Section 2.7 Warranty and Maintenance. Developer warrants that the Improvements will be free from defects in workmanship and materials for a period of two (2) years following final acceptance by the City in accordance with the LDC and adopted city codes. Upon receipt of written notice from the City during the warranty period, Developer shall promptly repair or replace any defect at Developer's sole cost and expense. This warranty shall survive acceptance of the Improvements and is in addition to any remedies provided by law or ordinance.

Section 2.8 Performance Deadline. Developer shall commence construction of the Improvements no later than ninety (90) days after the approval of this Agreement.. Developer shall complete construction of the Improvements no later than twelve (12) months after commencement, subject to extensions caused by Force Majeure as provided in Section 6.7. Failure to commence or complete the Improvements within the applicable time periods shall constitute a default under this Agreement, subject to the notice and cure provisions of Article IV.

ARTICLE III

CITY'S COST PARTICIPATION/REIMBURSEMENT OBLIGATIONS

Upon Developer's receipt of written notice from the City of the City's acceptance of the Improvements, Developer shall submit to the City an invoice, together with a written report of the total Project Costs for such applicable component of the Improvements that includes supporting information documenting all amounts paid for which reimbursement is claimed and verifying that Developer has complied with all other requirements of this Agreement in the construction of the applicable Improvements ("Completion Report"). The City shall remit Oversizing Costs to Developer within thirty (30) days of receipt of the Completion Report. If the Water Line Improvements and the Wastewater Line Improvements are not accepted by the City on the date, then Developer may submit a separate Completion Report for reimbursement of the Oversizing Costs associated with each of the Water Line Improvements and the Wastewater Line Improvements, and the City shall remit Oversizing Costs associated with the applicable Improvements within thirty (30) days of receipt of each such separate Completion Report.

ARTICLE IV

DEFAULT/REMEDIES

Section 4.1 Default. If one Party believes that the other Party is in default of any provision of this Agreement, the non-defaulting Party will give written notice to the other Party (a "Default Notice"), specifying the event of default and extend the defaulting Party thirty (30) days to cure the default, or, if the curative action cannot reasonably be completed within thirty (30) days, thirty (30) days to commence the curative action and thereafter to diligently pursue the curative action to completion. This thirty (30)-day period for notice and opportunity to cure must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to an alleged default. The non-defaulting Party must mitigate any direct or consequential

damages arising from any default to the extent reasonably possible under the circumstances.

Section 4.2 Remedies. If the default is not cured within the thirty (30)-day period, or if curative action is not commenced or diligently pursued in the case of curative action that cannot reasonably be completed in thirty (30) days, the non-defaulting Party may pursue all remedies, at law or in equity, that it deems appropriate to redress such default. Either Party may seek specific performance of a default by the other Party at any time (after the period to cure the default has expired), and neither Party will be liable for damages to the other Party, except for the costs as specifically listed herein.

ARTICLE V TERM, ASSIGNMENT AND AMENDMENT

Section 5.1 Term. The term of this Agreement will commence on the Effective Date and continue until each Party has completed all of its obligations hereunder, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 5.2 Amendment by Agreement. This Agreement may be amended as to all or part of the Land at any time by mutual written consent of the City and Developer.

Section 5.3 Assignment.

(a) This Agreement, and the rights of Developer, in whole or in part, may be assigned to its Designated Successors and Assigns only upon the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment shall be in writing, shall specifically set forth the assigned rights and obligations, and shall be executed by the Designated Successor and Assign. Upon approval by the City, Developer may request to be released from its obligations under this Agreement, and the City shall thereafter look solely to the Designated Successor and Assign for performance.

(b) Unless expressly stated in the assignment documentation, no assignment of any rights and/or obligations of the Developer under this Agreement shall be deemed an assignment of the Developer's rights to receive the reimbursements set forth in this Agreement from the City.

Section 5.4 Binding Obligation. Subject to Section 5.3 above, this Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns; however, this Agreement is not binding on and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Project. For purposes of this Agreement, the Parties agree as follows: (a) that the term "end buyer" means any owner, lessee, or occupant; and (b) that term "fully developed and improved lot" means any lot, regardless of proposed use, for which the City has approved a final plat.

Section 5.5 Estoppel Certificates. From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Developer

or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

Section 5.6 Cooperation.

(a) The City and Developer shall cooperate with each other as reasonable and necessary to carry out the intent of this Agreement, including, but not limited to, the execution of such further documents as may be reasonably required.

(b) In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. Each party agrees to pay its own legal fees in connection with any such third party claim.

Section 5.7 Termination for Cause. The City shall have the right to terminate this Agreement upon written notice to Developer if any of the following events occur:

(a) Developer materially defaults in the performance of any obligation under this Agreement, and such default is not cured within the period provided in Article IV;

(b) Developer fails to commence construction of the Improvements within ninety (90) days following the approval of this Agreement, or fails to complete the Improvements within twelve (12) months after commencement, except as extended by Force Majeure under Section 6.7;

(c) Developer files for bankruptcy, is adjudicated bankrupt or insolvent, or becomes subject to a receivership or assignment for the benefit of creditors; or

(d) Developer abandons the Project, as evidenced by a suspension of all development activity for a continuous period of one hundred eighty (180) days without written explanation or approved extension from the City.

Upon such termination, the City shall have no further obligation to reimburse Developer for any Oversizing Costs not already approved and paid as of the effective date of termination. Termination shall not affect the City's right to recover damages for any breach or enforce any continuing Developer obligations under this Agreement.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6.1 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified

and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

City: City of Taylor
Attn: City Manager
400 Porter Street
Taylor, TX 76574

With a copy to: Hejl & Schroeder PC
Attn: Mark Schroeder
311 Talbot Street
P.O. Box 192
Taylor, Texas 76574

Developer: Park79 Commerce Center, LLC
Attn: Jeff Stringer
9411 New Forest
Spring, TX 77379
-and-
Attn: Doug Wiley
1720 S. Bellaire Street, PH
Denver, CO 80222

With a Copy to: Metcalfe Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
Attn: Talley J. Williams

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 6.2 Severability; Waiver. If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.3 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.4 Entire Agreement. With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.

Section 6.5 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.

Section 6.6 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 6.7 Force Majeure. The duties of the Parties to observe or perform any of the provisions of this Agreement on its part to be performed or observed shall be excused for a period equal to the period of prevention, delay or stoppage due to causes beyond the reasonable control of a Party by reason of strikes, civil riots, invasion, fire or other casualty, or acts of God (“**Force Majeure**”), provided that a Party has taken steps that are reasonable under the circumstances to mitigate the effects of the Force Majeure. Payment of monetary amounts due under this Agreement shall not be limited by Force Majeure.

Section 6.8 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

Section 6.9 Right to Continue Development. In consideration of Developer’s

agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, provided that such moratorium will continue only during the duration of the emergency.

Section 6.10 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A Description of the Land
- Exhibit B Water Line Improvements
- Exhibit C Wastewater Line Improvements
- Exhibit D Oversizing Costs

The undersigned parties have executed this Agreement on the dates indicated below.

CITY OF TAYLOR, TEXAS,
a Texas home-rule municipality

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

PARK79 COMMERCE CENTER LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

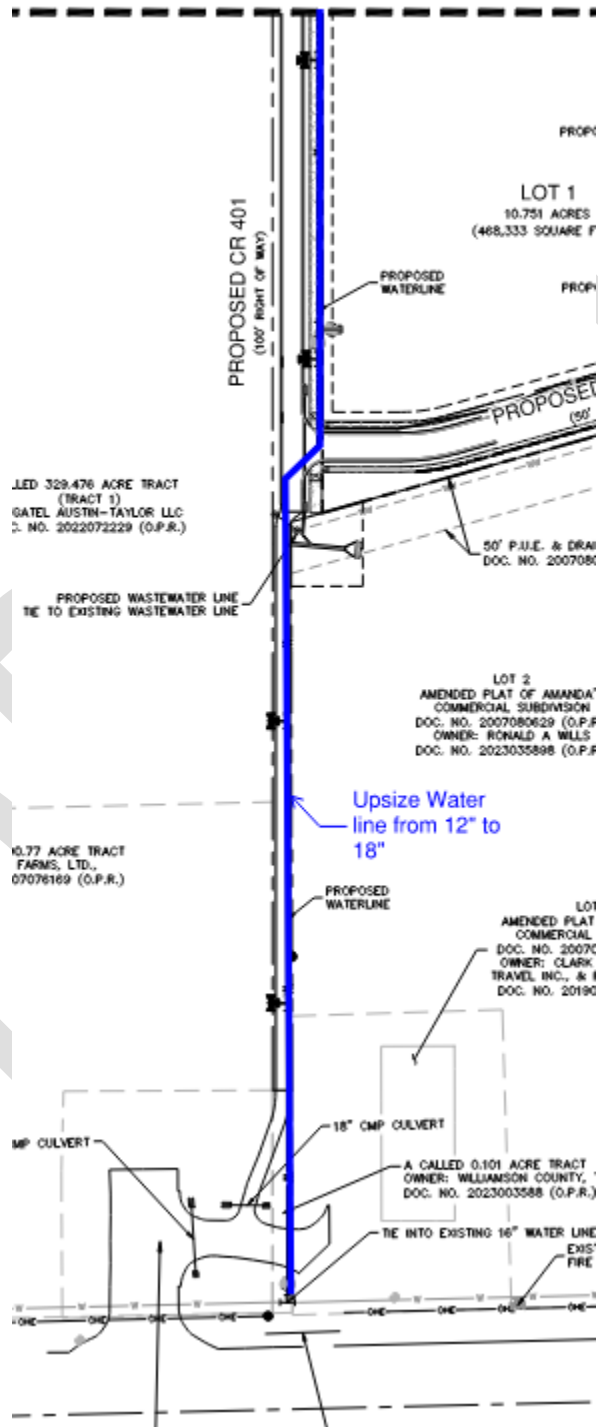
DRAFT

Exhibit A
Description of the Land

Block A, Lots 1-5 of Taylor Tract Subdivision as recorded in Document Number 2025007422 of the Official Records of Williamson County, Texas.

DRAFT

Exhibit B
Water Line Improvements



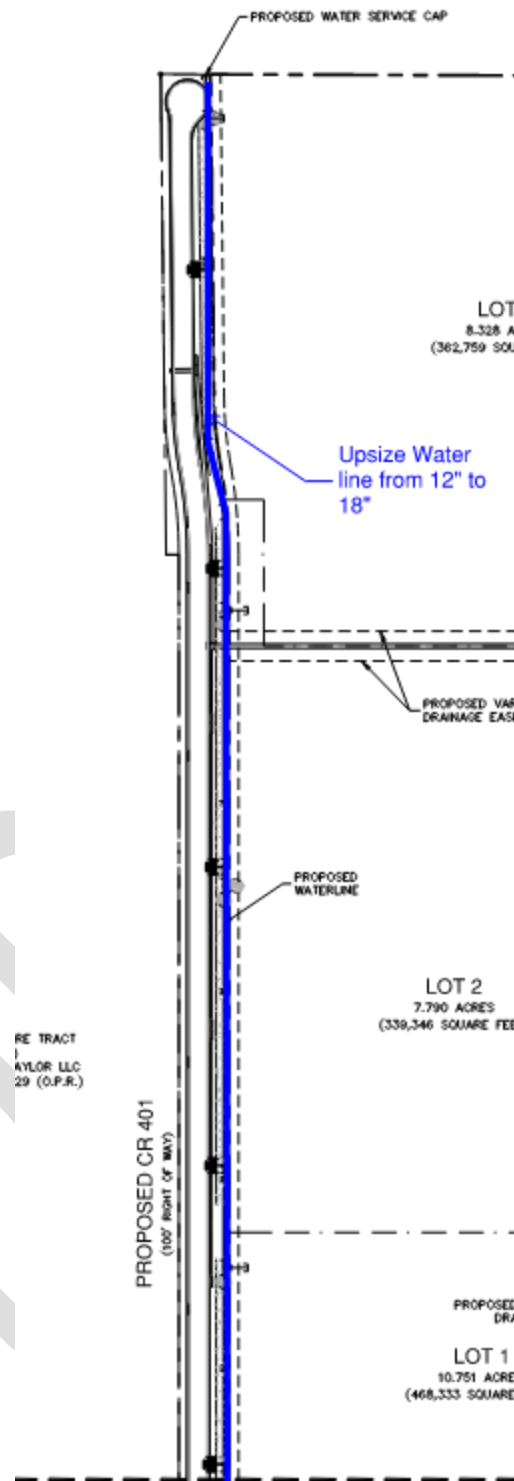
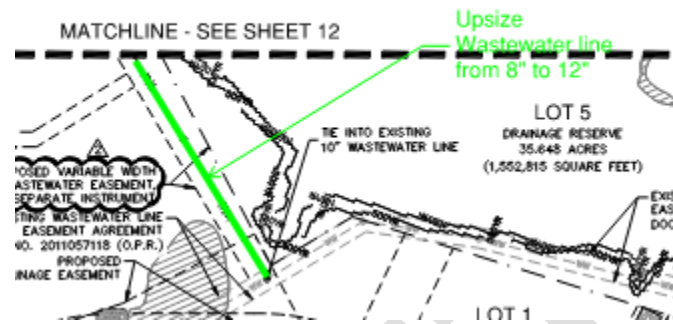


Exhibit C
Wastewater Line Improvements



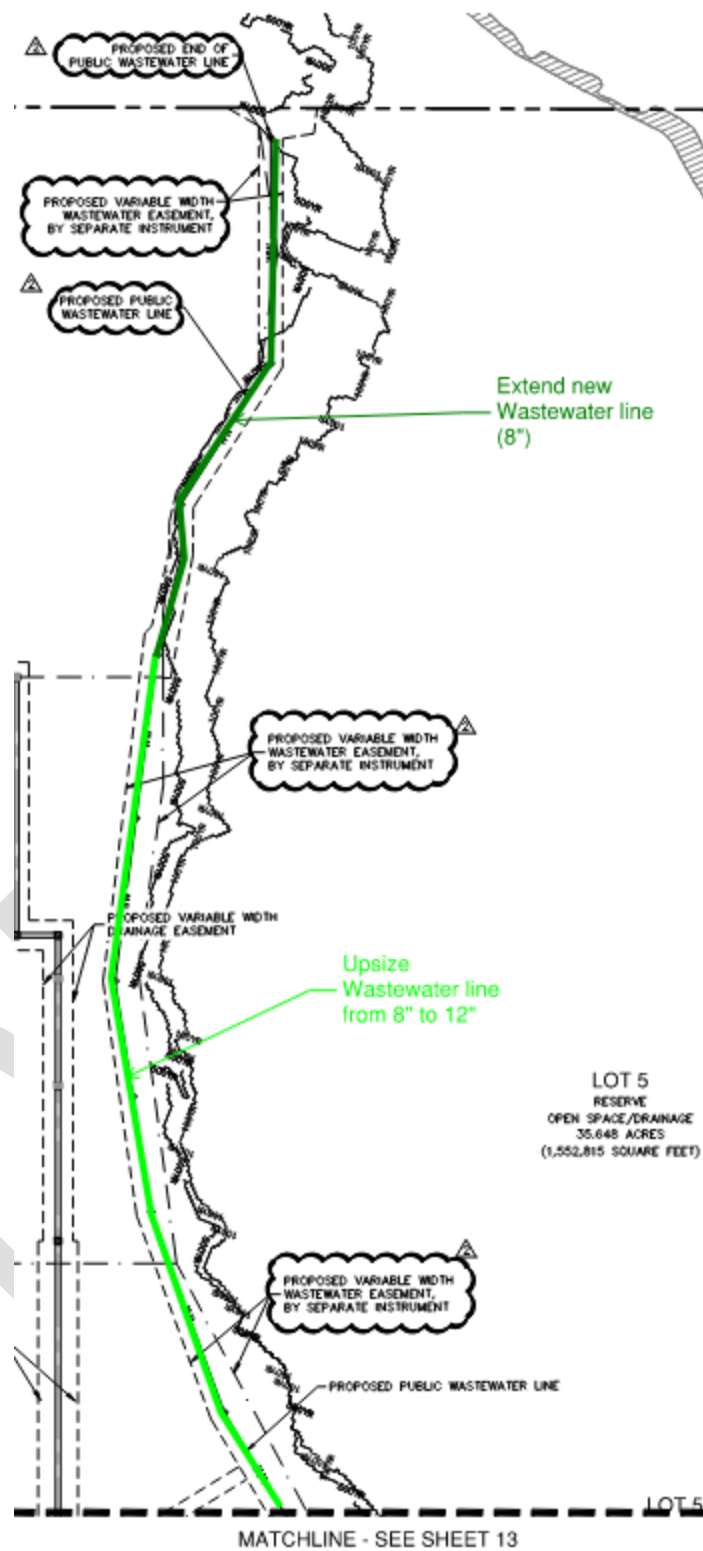


Exhibit D

Oversizing Costs

[illegible]



107 N. Grange Street
P.O. Box 1732
Bertram, Texas 78605
Phone 512.355.9094 Fax 512.355.2992

Change Order Request

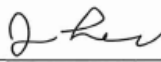
Material Escalation

Park 79 Commerce Center
14501 Highway 79
Taylor, TX

April 14, 2025

Description	Quantity	Unit Price	Ext. Price
Public Water - Change Orders			
8" Fire Meter Assembly In 10 x 12 Vault (No Meter)	2 ea	\$519.66	\$1,039.32
3" Air Release on 18" Line	3 ea	\$1,349.19	\$4,047.58
18" x 10" Tee	4 ea	\$535.33	\$2,141.30
18" x 8" Swivel Tee	8 ea	\$712.90	\$5,703.19
18" x 6" Swivel Tee	2 ea	\$526.24	\$1,052.48
18" 45° Bend	2 ea	\$409.46	\$818.93
18" 22.5° Bend	5 ea	\$336.35	\$1,681.74
18" 11.25° Bend	2 ea	\$424.42	\$848.85
8" x 6" Swivel Tee	6 ea	\$79.59	\$477.51
8" 45° Bend	8 ea	\$45.44	\$363.53
8" 22.5° Bend	8 ea	\$109.54	\$876.30
18" Cap	1 ea	\$239.49	\$239.49
8" Cap	2 ea	\$25.74	\$51.48
18" Mega Lug	72 ea	\$177.22	\$12,759.91
8" Mega Lug	68 ea	\$30.01	\$2,040.54
6" Mega Lug	12 ea	\$18.71	\$224.53
			\$34,366.70
Total Change Order Amount			\$34,366.70

NOTES:



Jason Lewis

4/14/2025

Date




05.02.25

Unit pricing herein is actual pricing from the sub-contractor. Engineers seal indicates agreement the prices above fall within standard current pricing ranges.



City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 10.

Agenda Title: **Hold a public hearing on Ordinance 2025-16; an ordinance of the City Council of the City of Taylor, Williamson County, Texas, amending Ordinance No. 2021-30 designating Tax Increment Reinvestment Zone No. Two, City of Taylor, as amended by Ordinance No. 2022-23, by amending the boundaries of Tax Increment Reinvestment Zone No. Two and to reduce the City's contribution to the Tax Increment Fund.**

Council Action to be Taken: Hold a public hearing.

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE / DESCRIPTION

An agreement has been reached with Samsung to redact the property Linde Gas, Inc occupies on Samsung property wherein an amendment to the ordinance needs to be considered to reduce the boundaries of the Samsung TIF in accordance with CH311.007 of the Tx Tax Code.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

At a Special Called Council meeting on April 30, Council was introduced to the ordinance amending the TIF to include carving out Linde Gas on Samsung property. A public hearing was held, and another public hearing is to be held to allow citizens to express their input on the subject matter. Notice of May 8th, hearing was given to the Taylor Press as required under Sec.311.003 of the Tx Tax Code seven days prior to the date of the hearing. The public hearing can be held on either date the ordinance is considered wherein City Charter requires two readings of an ordinance prior to adoption.

As stated by the Mayor at the April 30th Council meeting, by removing Linde Gas, Inc., 90% taxable value will be captured in the general fund of the city versus staying within the TIF #2 zone and only used within such TIF zone. 10% will be subject to paying off the DRRA. 2025 preliminary appraisal value of Linde Gas is estimated at \$291M, still subject to owner appeal and

prior to the certified appraisal roll, that the City of Taylor can realize and help aid in public improvements, services and/or property tax assistance.

3. PROS and CONS	
<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

This is a public hearing only. No action can be taken during a public hearing.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

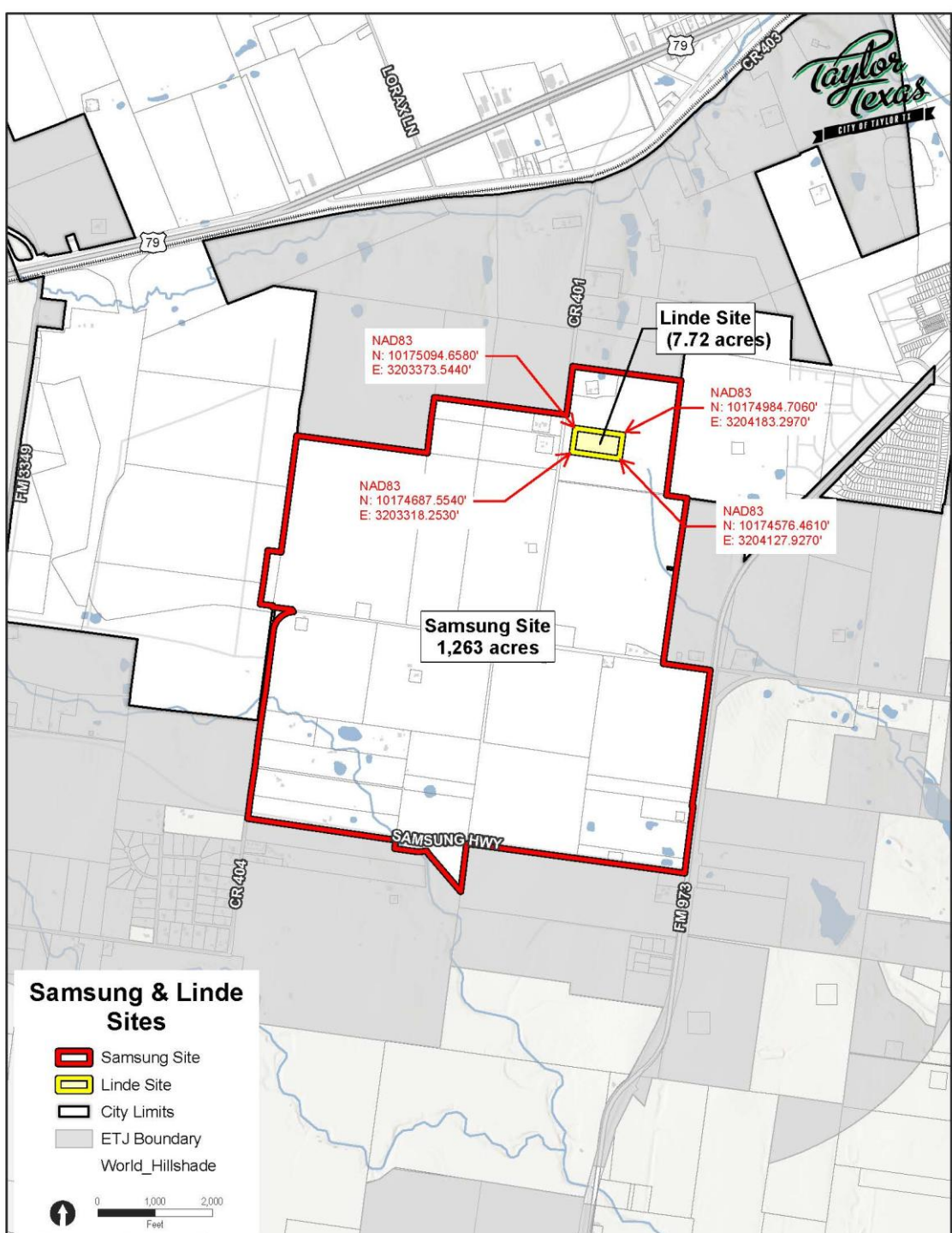
1. Presentation
2. Ordinance Amending Ordinance 2021-30 Designating Tax increment Reinvestment Zone 2
3. Publisher's Affidavit - Reinvestment Zone Two

Public Hearing regarding Ordinance 2025-16

Amending Ordinance No. 2021-30 designating Tax Increment Reinvestment Zone No. Two, City of Taylor, as amended by Ordinance No. 2022-23, by amending the boundaries of Tax Increment Reinvestment Zone No. Two and to reduce the City's contribution to the Tax Increment Fund.



Linde Gas, Inc.
on Samsung-
owned
property.
Provide
specialty bulk
gas to
Samsung.



General points to ordinance amendment

- Remove Linde Gas from the TIF #2 zone.
- All taxable value will be captured in the city's general fund
 - 2025 preliminary value is at \$291M; this is not the certified tax roll value and does not reflect any appeals.
- No city abatement with Linde Gas; 90% capture of appraised value.



Questions?



ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, AMENDING ORDINANCE NO. 2021-30 DESIGNATING TAX INCREMENT REINVESTMENT ZONE NO. TWO, CITY OF TAYLOR, AS AMENDED BY ORDINANCE NO. 2022-23, BY AMENDING THE BOUNDARIES OF TAX INCREMENT REINVESTMENT ZONE NO. TWO AND TO REDUCE THE CITY'S CONTRIBUTION TO THE TAX INCREMENT FUND; CONTAINING FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously adopted Ordinance No. 2021-30 creating Tax Increment Reinvestment Zone No. Two (the "Zone"), to promote the development or redevelopment of a certain geographic area within its extraterritorial jurisdiction by the creation of a tax increment reinvestment zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"); and

WHEREAS, the City Council previously adopted Ordinance No. 2022-23 expanding the boundaries of the Zone; and

WHEREAS, the City Council desires to amend the boundaries of the Zone to exclude the area described in Exhibit "A" and depicted in Exhibit "B", attached hereto; and

WHEREAS, the proposed amendment of the boundaries of the Zone to exclude the area described in Exhibit "A" and as depicted in Exhibit "B" will not result in the Zone being in excess of the restrictions set forth in Tax Code Section 311.006; and

WHEREAS, the City Council desires to reduce its participation in the Zone; and

WHEREAS, in compliance with the Act, the City called a public hearing to receive public comments on the amendment of the boundaries of the Zone and its benefits to the City and the property in the Zone as proposed to be amended; and

WHEREAS, in compliance with the Act, notice of the public hearing was published in the *Taylor Press*, a paper of general circulation in the City, such publication date being not later than seven (7) days prior to the date of the public hearing; and

WHEREAS, such public hearing was convened at the time and place mentioned in the published notice, to wit, on the 8th day of May 2025, 6:00 p.m., at the Council Chambers in the City Hall of the City of Taylor, Williamson County, Texas, which public hearing was then closed; and

WHEREAS, the City, at such public hearing, invited any interested person, or the person's representative, to appear and speak for or against the amendment of the boundaries of Zone by excluding the area described in Exhibit "A" attached hereto, and depicted in the map attached hereto as Exhibit "B", speak to whether all or part of the area described in Exhibit "A" and depicted in Exhibit "B" should be excluded from the Zone, and speak for or against the concept of tax increment financing; and

WHEREAS, all owners of property located within the area to be excluded from the Zone were given the opportunity at such public hearing to protest the exclusion of their property in the Zone;

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

SECTION 1. The facts and recitations contained in the preamble of this ordinance found and declared to be true and correct.

SECTION 2. The City Council, after conducting the public hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on the proposed amendment of the Zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law.
- (b) That the area described in Exhibit “A” and as depicted in Exhibit “B” to be excluded from the Zone will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the Zone.
- (c) That the exclusion of the area described in Exhibit “A” and depicted in Exhibit “B,” will not prevent the Zone as amended herein from meeting the criteria for the creation of a reinvestment Zone as set forth in the Act in that it is a geographic area located wholly within the City and the extraterritorial jurisdiction of the City and the Zone after exclusion of the area described in Exhibit “A” and depicted in Exhibit “B,” meets the criteria set forth in the Act for designation as a reinvestment zone under Tax Code Section 311.005.
- (d) That the total appraised value of taxable real property in the Zone as amended herein and in existing reinvestment zones does not exceed fifty percent (50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.
- (e) That the proposed amendment of the Zone will significantly enhance the value of all taxable real property in the Zone and the proposed expansion of the Zone will be of general benefit to the City.
- (f) That the development or redevelopment of the property in the Zone as amended herein will not occur solely through private investment in the reasonably foreseeable future.
- (g) That not more than thirty percent (30%) of the property in the Zone as amended herein, excluding property that is publicly owned, is used for residential purposes.
- (h) That the amendment of the Zone meets the requirements of Tax Code Section 311.005, as the Zone is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City.

SECTION 3. Ordinance No. 2021-30, as amended by Ordinance No. 2022-23 is hereby amended by amending the boundaries of the Zone to exclude the area described and depicted in Exhibits “A” and “B” attached hereto. The boundaries of the Zone shall be as set forth in Ordinance No. 2021-30, as amended by Ordinance No. 2022-23, and as amended herein to exclude the area described and depicted in Exhibits “A” and “B”. The termination date of the Zone for the Zone as amended herein is the same termination date for the Zone prior to this amendment.

SECTION 4. That section 8 of Ordinance No. 2021-30, as amended by Ordinance No. 2022-23, as amended herein is amended to read as follows:

“Section 8. The City will participate in the Zone by contributing annually Ninety-Three and One-Half percent (93.5%) of the City's Tax Increment from real property ad valorem taxes in the Zone assessed and collected for Tax Years beginning January 1, 2021, and continuing until termination of the Zone; provided however beginning with the Tax Year following the date the City has made the DRRA Payments in full subject to the Maximum DRRA Payment Amount as set forth and defined in Section 3.9 of the Second Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement by and between the City and Samsung Austin Semiconductor LLC (the “Second Amendment”), the percentage of the City's contribution of the City Tax Increment from real property ad valorem taxes in the Zone assessed and collected for respective Tax Years is reduced as follows:

- (a) Ninety-Two and One-Half percent (92.5%) if such DRRA Payments have been paid in full during years 1-10 following the Commencement Date;
- (b) Ninety percent (90%) if such DRRA Payments have been paid in full during years 11-20 following the Commencement Date; and
- (c) Eight Five Percent (85%) if such DRRA Payments have been paid in full during years 21-30 following the Commencement Date”.

Commencement Date shall have the meaning assigned in the Second Amendment.

SECTION 5. All ordinances of the City of Taylor, Williamson County, Texas, in conflict with the provisions of this ordinance, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. If any section, paragraph, clause, or provision of this ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, ON THIS THE 22nd DAY OF MAY 2025.

CITY OF TAYLOR, TEXAS

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

Mark Schroeder, City Attorney

EXHIBIT "A"

Description

DESCRIPTION

A 7.72 Acre (336,212 Square Feet), tract of land, lying within the H.T.&B.R.R.Co Survey, Abstract 315, Williamson County, Texas, and being a portion of the remainder of a called 79.36 acre tract, Tract 1, conveyed to Samsung Austin Semiconductor, LLC, in Document No. 2021184492, Official Public Records of Williamson County, Texas, described as Follows:

COMMENCING, at a 1/2" iron rod found for the southeastern corner of said remainder of the 79.36 acre tract, the northeastern corner of a called 0.93 acre tract, conveyed to Samsung Austin Semiconductor, LLC, in Document No. 2021187920, Official Public Records of Williamson County, Texas and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, from which a 1/2" iron rod with "ATWELL" cap found for the northeastern corner of said remainder of the 79.36 acre tract, the southeastern corner of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being on the western line of said 151.17 acre tract bears, N 07° 08' 58" E, a distance of 1947.41 feet;

THENCE, over and across said remainder of the 79.36 acre tract, the following five (5) courses and distances:

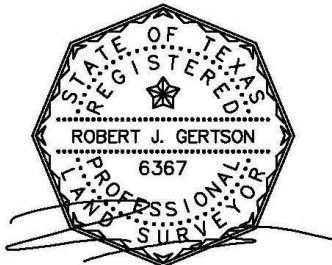
1. N 52° 34' 29" W, a distance of 1044.25 feet to a 1/2" iron rod with "ATWELL" cap set for the **POINT OF BEGINNING** of the herein described tract;
2. N 82° 11' 15" W, a distance of 817.26 feet to a 1/2" iron rod with "ATWELL" cap set;
3. N 07° 44' 04" E, a distance of 410.84 feet to a 1/2" iron rod with "ATWELL" cap set;
4. S 82° 16' 03" E, a distance of 817.18 feet to a 1/2" iron rod with "ATWELL" cap set, from which said 1/2" iron rod with "ATWELL" cap found for the northeastern corner of said remainder of the 79.36 acre tract, the southeastern corner of a said 1.50 acre tract and also being on the western line of said 151.17 acre tract bears, N 48° 48' 32" E, a distance of 1350.51 feet;
5. S 07° 43' 26" W, a distance of 411.98 feet to the **POINT OF BEGINNING**.

Containing 7.72 acres or 336,212 square feet, more or less.

BEARING BASIS NOTE

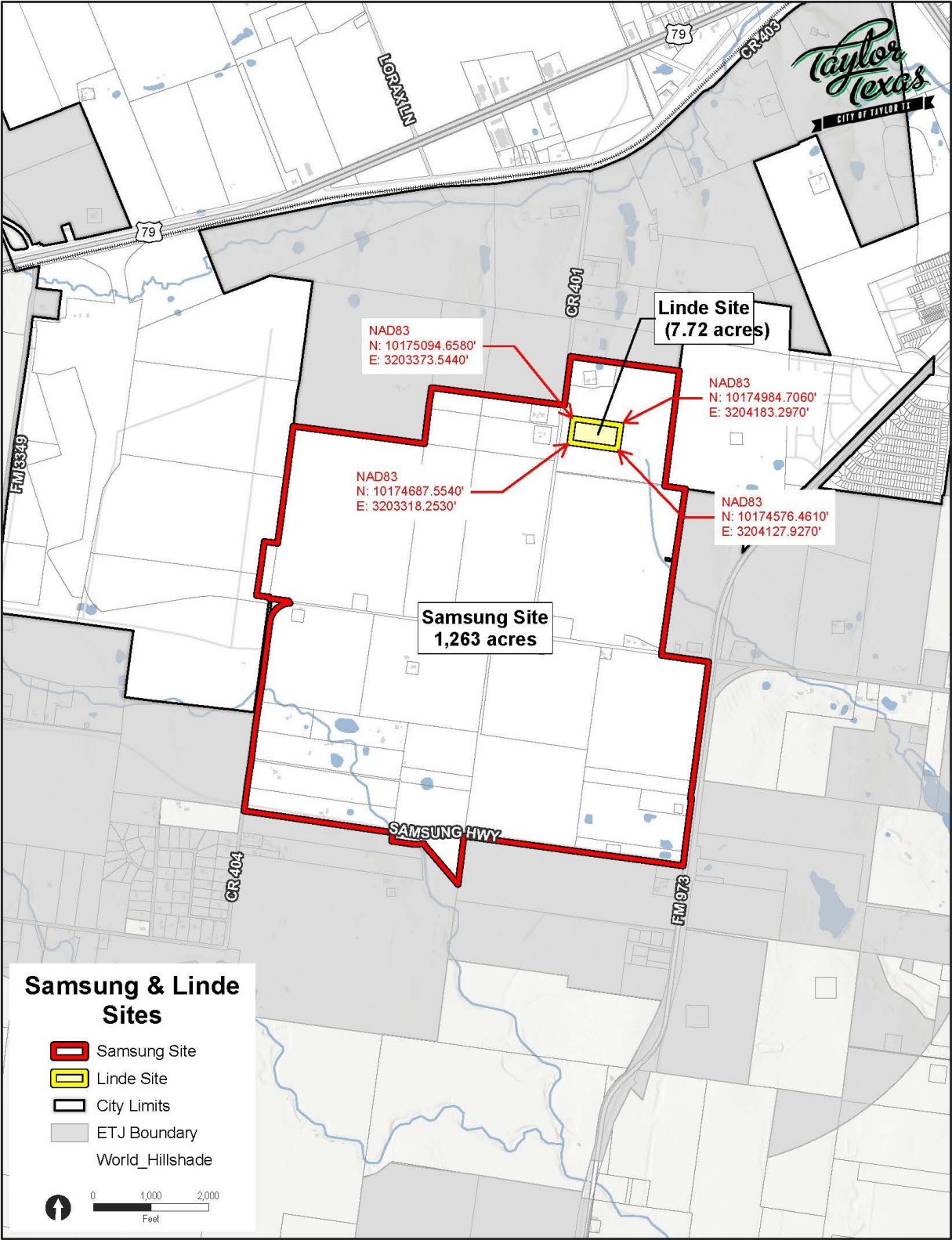
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



10/05/2022

EXHIBIT “B”
Depiction



PUBLISHER'S AFFIDAVIT

State of Texas

County of Williamson

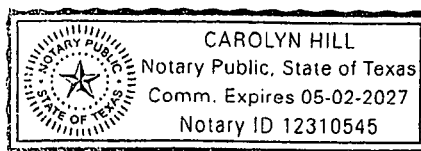
Before me, the undersigned authority, on this day personally appeared Jason Chlapek who being duly sworn, deposes and says that he is the Area Editor of the Taylor Press, that said newspaper is regularly published in Taylor, Texas, and generally circulated in Williamson County, Texas; and that the notice, a copy of which is hereto attached, was published in said newspaper on the following:

DAY(S): April 27, 2025

J. Chlapek

Publisher Signature

Sworn and subscribed before me on this the 1st day of May, 2025.



Carolyn Hill

Notary Public Signature

Carolyn Hill

Printed Name of Notary Public

My commission expires May 2, 2027.

TAYLOR PRESS
211 W. 3rd ST
Taylor, TX 76574

Invoice

Invoice #

30307

CITY OF TAYLOR
ATTN: ACCOUNTS PAYABLE
400 PORTER ST
TAYLOR TX 76574

Date

4/27/2025

		Account #	P.O. No.	Rep	Terms	
		30625	Lucy	HOUSE	Net 10	
Date	Tag Line	Width	Height	Qty	Rate	Amount
4/27/2025	REINVESTMENT ZONE 2	4	8	32	15.00	480.00
	AFFIDAVIT FEE -			1	10.00	10.00
	REINVESTMENT ZONE 2					
				Total		\$490.00

We Appreciate Your
Business!

512-352-8535

business@taylorpress.net

GARAGE SALE

Multi-Family -
2701 Donna Dr.
Taylor, Mix of Sev-
eral Family Items ...
Toys, Clothes,
Exercise Bike & much
more. 8-1
**BIG SALE - GUNS,
AMMO, COLLECT-
IBLES, SIGNS,
JUNK.** 1800 CR 374,
TAYLOR, 1 MILE
WEST OF HWY 95
OFF CHANDLER
RD. FRIDAY MAY
2ND & SATURDAY
MAY 3RD 8-3.

EMPLOYMENT

Electric Reliability
Council of Texas, Inc.
(ERCOT) is recruiting
for the following
positions in Taylor,
TX: Operations
Engineer Sr (Req-
uisition # R1836)
to provide engineering
analysis and techni-
cal support for plan-
ning and reliable
operation of the
electric power grid
in compliance with
NERC Standards,
ERCOT Protocols
and Market Guides,
develop tools and
procedures to
monitor and control
system, and serve
as SME. Market Op-
erations Engineer
Sr (Requisition #
R1837) to monitor,
analyze ERCOT's
wholesale market;
prepare and val-
date system models;
recommend and
test changes;
provide technical
assistance to Public
Utility Commission
of Texas (PUCT),
industry and stake-
holder groups. Both
positions may tele-
commute up to 3
days per week from
within the State of
Texas. To see the
full list of require-
ments and apply
go to <http://www.ercot.com/careers>
and search for the
specific requisi-
tion # or job title in
the search box. No
recruiters. E-O-E

Public Notice

City of Hutto
Advertisement for Architectural Firm
RFQ# 2025-040-023-PP-1
The City of Hutto is seeking Statements
of Qualifications (SOQs) from
experienced and qualified architectural
firms or teams ("RESPONDENTS") to
provide comprehensive architectural
and engineering services for the design
and construction of the City's new Public
Works Service Center ("the PROJECT").
The selected Architect team will
collaborate closely with a Construction
Manager at Risk (CMAR) firm to ensure
a successful, efficient, and cost-effective
project delivery.
The scope of services will include
full architectural and site design,
preparation of construction documents,
support during the bidding process,
and construction administration. The
selected firm will act as the lead design
consultant and will play an integral
role in coordinating with the CMAR
throughout all phases of the project.
The RFQ document can be viewed and
downloaded on <https://www.hutto.tx.us/865.aspx> and www.civicusa.com. To be considered for this project,
your firm must meet the qualifications
and satisfy the requirements set forth
in the RFQ. If you are interested in
being considered, please submit your
electronic SOQ by 9 a.m., Friday, May
30, 2025. Hard copies will not be
accepted.

Public and Legal Notices

Hutto ISD Public Notice. Hutto ISD is accepting competitive sealed proposals for a Transportation Parking Lot Project (CSPP# 25-04-01). Additional information is available at www.hippocampus.org/purchasing (select Purchasing and Vendor Information then Current Open Solicitations). Proposals must be submitted online via Bonfire or a physical copy at 200 College St., Hutto, TX 76636 no later than May 12, 2025, by 12:00 p.m.
☆☆☆☆

MISCELLANEOUS FOR SALE

OFFICE SPACE FOR LEASE. 1,426 sq. ft. MAIN ST., TAYLOR, TX. 512-352-6345
FOR SALE. 55 gal-
lon ink drums \$10,
wood pallets \$2,
and end rolls \$5. Call
Ginae Printing.
512-352-3687, or
come by 2675 CR
374, Circleville, TX.

BUILDING & CONSTRUCTION

Eulenfeld Construction
• Remodeling
• Foundation Repair
• Interior & Exterior
Painting
• Major & Minor
Roofing
INSURED
365-7174

AUTOS

CASH for Junk Cars with / without title. 254-721-6592

PETS

Available for Adoption or Foster! To find out the availability of adoptions, please contact the Taylor Animal Shelter 701 E. Fourth St. Taylor, TX 512-352-5443 for an appointment.
LOTS AND ACREAGE FOR SALE
Land for sale in Boerne, Texas. Two acres \$195,000, one acre \$103,500. Located at 3 Millview Lane. Just outside the Boerne city limits in Kendall County. Can be used for residential or commercial uses. For information, call EEF at 830-249-2441.

Public Notice

☆☆☆☆

Public Notice

☆☆☆☆

Public & Legal Notices

Hutto ISD Public Notice. Hutto ISD is accepting proposals for Kitchen Serving Lines (RFP# 25-04-02). Additional information is available at www.hippocampus.org/purchasing (select Purchasing and Vendor Information then Current Open Solicitations). Proposals must be submitted online via Bonfire or a physical copy at 200 College St., Hutto, TX 76636 no later than May 12, 2025, by 12:00 p.m.

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Public Notice

Public Hearings regarding the cases listed below will be held by the City of Taylor Planning and Zoning Commission on Monday, May 12, 2025, at 6:00 P.M. and by the City of Taylor City Council on Thursday, May 22, 2025, at 6:00 P.M. Both Public Hearings will be held in the City Council Chambers in City Hall, 400 Porter Street, Taylor, Texas 76754.

Hold a public hearing and consider making a recommendation regarding revisions to the Land Development Code creating allowances for Special Use Permits for the following uses: Multifamily, Mixed-Use with Multifamily Component, and Recreational Vehicle Parks.

PZ-2024-2214 Hold a public hearing and consider making a recommendation regarding a request for a New Neighborhood Plan referred to as Windy Ridge RV Park, generally located at 1957 Windy Ridge Road, consisting of approximately 75 acres of land situated in the P Course Survey, Abstract No. 131, more particularly described by the Williamson Central Appraisal District Parcel R019068 and R018906, Taylor, Williamson County, Texas

PZ-2025-2463 Hold a public hearing and consider making a recommendation regarding a request for a Special Use Permit to allow lodging without a full time, on-site operator, for property generally located at 2112 W. Lake Drive, consisting of approximately 5.716 acres of land situated in the William J. Baker Survey, Abstract No. 65, more particularly described by Williamson Central Appraisal District Parcel R018819, Taylor, Williamson County, Texas.

PZ-2025-2475 Hold a public hearing and consider making a recommendation regarding a request for a Subdivision Variance from the Engineering Manual, Section 2.7 - Driveway Spacing and Design Standards for properties generally located at CR 367, legally described as approximately 27.930 acres of land in the Spring Creek Subdivision Phase One, Taylor, Williamson County, Texas.

The applications are available for public review upon request during the Development Services Department's normal business hours at City Hall or you may email planning@taylor.tx.gov for more information.

FORM OF INVITATION FOR BIDS

INVITATION FOR BIDS

The Housing Authority of Rockdale, Texas will receive bids for: Fire Sprinkler System for 60 Units and Office/Community Center until 2 P.M. Central Time on the 12th day of May, 2025 at Housing Authority of Rockdale, 100 Cordova Drive, Rockdale, Texas 76567, at which time and place all bids will be publicly opened and read aloud.

Proposed forms of contract documents, including plans and specifications, are on file at the office of Housing Authority of the City of Rockdale at 100 Cordova Drive, Rockdale, Texas and at the office of William Tammings Architects, at 1716 Cliffwood Drive, Austin, Texas 78731.
Copies of the documents may be obtained by depositing \$50 (fifty) with the Housing Authority of Rockdale for each set of documents so obtained. Such deposit will be refunded to each person who returns the plans, specifications, and other documents in good condition within 10 days after bid opening.

A certified check or bank draft, payable to the Housing Authority of Rockdale U.S. Government bonds, or a satisfactory bid bond, executed by the bidder and acceptable sureties in an amount equal to five percent of the bid shall be submitted with each bid. The successful bidder will be required to furnish and pay for satisfactory performance and payment bond or bonds. Attention is called to the provisions for equal employment opportunity, and payment of not less than the minimum salaries and wages as set forth in the Specifications must be paid on this project.

The Housing Authority reserves the right to reject any and all bids.

FORM OF INVITATION FOR BIDS

The Housing Authority of Rockdale reserves the right to reject any; or all bids or to waive any informalities in the bidding.

No bid shall be withdrawn for a period of Forty Five days subsequent to the opening of bid without the consent of the Housing Authority of Rockdale.

Housing Authority of Rockdale

Date April 10, 2025

Mario Casarez
Mario Casarez
Title: Executive Director

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2024 EDITION, AS AMENDED), CHAPTER 16, PLANNING AND MISCELLANEOUS DEVELOPMENT REGULATIONS OF THE CITY OF HUTTO BY ADOPTING A UNIFIED DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A public hearing will be held on May 15, 2025 at 7:00 p.m.

Hutto City Hall 500 West Live Oak Street, Hutto, Texas

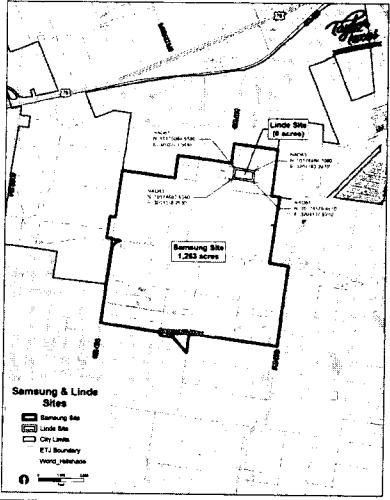
For additional information the public may contact Development Services at 512-759-3479 or planning@huttotx.gov

CITY OF TAYLOR

NOTICE OF PUBLIC HEARING AMENDMENT OF THE BOUNDARIES OF AND CITY PARTICIPATION IN TAX INCREMENT REINVESTMENT ZONE NO. TWO

The City of Taylor City Council will conduct a public hearing at 6:00 p.m. on May 8, 2025, in the City Hall Council Chamber at 400 Porter Street Taylor, Texas to consider an amendment to the boundaries of a Tax Increment Reinvestment Zone No. Two (the "Zone") to exclude the area (the "Area") described below from Zone and to reduce the City's participation in the Zone pursuant to Chapter 311 of the Texas Tax Code, and its benefits.

Interested persons, and their representatives, and property owners of the Area are entitled to speak for or against the exclusion of the Area from the Zone as described below, and its boundaries, the reduction of the City's participation in the Zone, and/or the concept of tax increment financing.



NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF THE LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code (as amended), the "Act", notice is hereby given that the City Council of the City of Hutto, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition ("Petition"), filed by the owners ("Owners") of all property within the District, requesting that the City create a public improvement district ("District") to include property owned by the Owners.

Time and Place of the Hearing. The public hearing will be held at the City Hall Council Chambers, 500 W Live Oak Street, Hutto, Texas, 76634, at 7:00 p.m., May 15, 2025.

General Nature of the Proposed Public Improvements. The purpose of the District includes the design, acquisition, and construction of public improvement projects authorized by Section 372.00(b) of the Act that are necessary for development of the property within the District, which public improvements will include, but not be limited to, landscaping, streets, roadway construction, water, wastewater, drainage facilities and improvements, park improvements, improvements related to the foregoing, payment of expenses incurred in the establishment, administration and operation of the District, and other improvement projects, and the costs of financing the public improvements described in the preceding paragraph, collectively, the "Authorized Improvements". These Authorized Improvements shall promote the interests of the City and confer a special benefit on the property within the District.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$40,000,000.00 (including insurance and other financing costs).

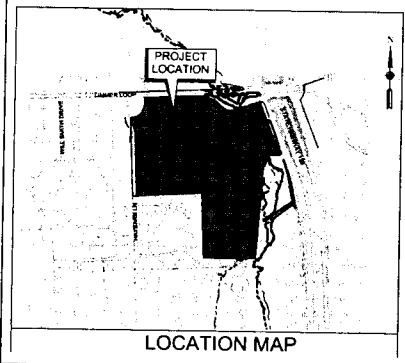
Proposed District Boundaries. The District is proposed to include the land generally depicted on **Exhibit A**.

Proposed Method of Assessment. The City shall levy assessments on the property located within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owners. Notwithstanding the foregoing, if the City requests over-sizing of any Authorized Improvements, the City shall be responsible for the cost of all such over-sizing.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property.

EXHIBIT A





City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 11.

Agenda Title: **Consider Ordinance 2025-16; an ordinance of the City Council of the City of Taylor, Williamson County, Texas, amending Ordinance No. 2021-30 designating Tax Increment Reinvestment Zone No. Two, City of Taylor, as amended by Ordinance No. 2022-23, by amending the boundaries of Tax Increment Reinvestment Zone No. Two and to reduce the City's contribution to the Tax Increment Fund.**

Council Action to be Taken: Consideration of ordinance.

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE / DESCRIPTION

An agreement has been reached with Samsung to redact the property Linde Gas, Inc occupies on Samsung property wherein an amendment to the ordinance needs to be considered to reduce the boundaries of the Samsung TIF in accordance with CH311.007 of the Tx Tax Code.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

At a Special Called Council meeting on April 30, Council was introduced to the ordinance amending the TIF to include carving out Linde Gas on Samsung property. A public hearing was held, and another public hearing is to be held to allow citizens to express their input on the subject matter. Notice of May 8th, hearing was given to the Taylor Press as required under Sec.311.003 of the Tx Tax Code seven days prior to the date of the hearing.

This will be the final consideration to adopt the Ordinance 2025-16 amending the TIF #2 zone to remove Linde Gas from zone.

As stated by the Mayor at the April 30th Council meeting, by removing Linde Gas, Inc., 90% taxable value will be captured in the general fund of the city versus staying within the TIF #2 zone and only used within such TIF zone. 10% will be subject to paying off the DRRA. 2025 preliminary appraisal value of Linde Gas is estimated at \$291M, still subject to owner appeal and

prior to the certified appraisal roll, that the City of Taylor can realize and help aid in public improvements, services and/or property tax assistance.

3. PROS and CONS	
<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Council to consider adoption of Ordinance 2025-16.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. Ordinance Amending Ordinance 2021-30 Designating Tax increment Reinvestment Zone
2

ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, AMENDING ORDINANCE NO. 2021-30 DESIGNATING TAX INCREMENT REINVESTMENT ZONE NO. TWO, CITY OF TAYLOR, AS AMENDED BY ORDINANCE NO. 2022-23, BY AMENDING THE BOUNDARIES OF TAX INCREMENT REINVESTMENT ZONE NO. TWO AND TO REDUCE THE CITY'S CONTRIBUTION TO THE TAX INCREMENT FUND; CONTAINING FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously adopted Ordinance No. 2021-30 creating Tax Increment Reinvestment Zone No. Two (the "Zone"), to promote the development or redevelopment of a certain geographic area within its extraterritorial jurisdiction by the creation of a tax increment reinvestment zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"); and

WHEREAS, the City Council previously adopted Ordinance No. 2022-23 expanding the boundaries of the Zone; and

WHEREAS, the City Council desires to amend the boundaries of the Zone to exclude the area described in Exhibit "A" and depicted in Exhibit "B", attached hereto; and

WHEREAS, the proposed amendment of the boundaries of the Zone to exclude the area described in Exhibit "A" and as depicted in Exhibit "B" will not result in the Zone being in excess of the restrictions set forth in Tax Code Section 311.006; and

WHEREAS, the City Council desires to reduce its participation in the Zone; and

WHEREAS, in compliance with the Act, the City called a public hearing to receive public comments on the amendment of the boundaries of the Zone and its benefits to the City and the property in the Zone as proposed to be amended; and

WHEREAS, in compliance with the Act, notice of the public hearing was published in the *Taylor Press*, a paper of general circulation in the City, such publication date being not later than seven (7) days prior to the date of the public hearing; and

WHEREAS, such public hearing was convened at the time and place mentioned in the published notice, to wit, on the 8th day of May 2025, 6:00 p.m., at the Council Chambers in the City Hall of the City of Taylor, Williamson County, Texas, which public hearing was then closed; and

WHEREAS, the City, at such public hearing, invited any interested person, or the person's representative, to appear and speak for or against the amendment of the boundaries of Zone by excluding the area described in Exhibit "A" attached hereto, and depicted in the map attached hereto as Exhibit "B", speak to whether all or part of the area described in Exhibit "A" and depicted in Exhibit "B" should be excluded from the Zone, and speak for or against the concept of tax increment financing; and

WHEREAS, all owners of property located within the area to be excluded from the Zone were given the opportunity at such public hearing to protest the exclusion of their property in the Zone;

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

SECTION 1. The facts and recitations contained in the preamble of this ordinance found and declared to be true and correct.

SECTION 2. The City Council, after conducting the public hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on the proposed amendment of the Zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law.
- (b) That the area described in Exhibit “A” and as depicted in Exhibit “B” to be excluded from the Zone will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the Zone.
- (c) That the exclusion of the area described in Exhibit “A” and depicted in Exhibit “B,” will not prevent the Zone as amended herein from meeting the criteria for the creation of a reinvestment Zone as set forth in the Act in that it is a geographic area located wholly within the City and the extraterritorial jurisdiction of the City and the Zone after exclusion of the area described in Exhibit “A” and depicted in Exhibit “B,” meets the criteria set forth in the Act for designation as a reinvestment zone under Tax Code Section 311.005.
- (d) That the total appraised value of taxable real property in the Zone as amended herein and in existing reinvestment zones does not exceed fifty percent (50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.
- (e) That the proposed amendment of the Zone will significantly enhance the value of all taxable real property in the Zone and the proposed expansion of the Zone will be of general benefit to the City.
- (f) That the development or redevelopment of the property in the Zone as amended herein will not occur solely through private investment in the reasonably foreseeable future.
- (g) That not more than thirty percent (30%) of the property in the Zone as amended herein, excluding property that is publicly owned, is used for residential purposes.
- (h) That the amendment of the Zone meets the requirements of Tax Code Section 311.005, as the Zone is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City.

SECTION 3. Ordinance No. 2021-30, as amended by Ordinance No. 2022-23 is hereby amended by amending the boundaries of the Zone to exclude the area described and depicted in Exhibits “A” and “B” attached hereto. The boundaries of the Zone shall be as set forth in Ordinance No. 2021-30, as amended by Ordinance No. 2022-23, and as amended herein to exclude the area described and depicted in Exhibits “A” and “B”. The termination date of the Zone for the Zone as amended herein is the same termination date for the Zone prior to this amendment.

SECTION 4. That section 8 of Ordinance No. 2021-30, as amended by Ordinance No. 2022-23, as amended herein is amended to read as follows:

“Section 8. The City will participate in the Zone by contributing annually Ninety-Three and One-Half percent (93.5%) of the City's Tax Increment from real property ad valorem taxes in the Zone assessed and collected for Tax Years beginning January 1, 2021, and continuing until termination of the Zone; provided however beginning with the Tax Year following the date the City has made the DRRA Payments in full subject to the Maximum DRRA Payment Amount as set forth and defined in Section 3.9 of the Second Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement by and between the City and Samsung Austin Semiconductor LLC (the “Second Amendment”), the percentage of the City's contribution of the City Tax Increment from real property ad valorem taxes in the Zone assessed and collected for respective Tax Years is reduced as follows:

- (a) Ninety-Two and One-Half percent (92.5%) if such DRRA Payments have been paid in full during years 1-10 following the Commencement Date;
- (b) Ninety percent (90%) if such DRRA Payments have been paid in full during years 11-20 following the Commencement Date; and
- (c) Eight Five Percent (85%) if such DRRA Payments have been paid in full during years 21-30 following the Commencement Date”.

Commencement Date shall have the meaning assigned in the Second Amendment.

SECTION 5. All ordinances of the City of Taylor, Williamson County, Texas, in conflict with the provisions of this ordinance, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. If any section, paragraph, clause, or provision of this ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, ON THIS THE 22nd DAY OF MAY 2025.

CITY OF TAYLOR, TEXAS

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

Mark Schroeder, City Attorney

EXHIBIT "A"

Description

DESCRIPTION

A 7.72 Acre (336,212 Square Feet), tract of land, lying within the H.T.&B.R.R.Co Survey, Abstract 315, Williamson County, Texas, and being a portion of the remainder of a called 79.36 acre tract, Tract 1, conveyed to Samsung Austin Semiconductor, LLC, in Document No. 2021184492, Official Public Records of Williamson County, Texas, described as Follows:

COMMENCING, at a 1/2" iron rod found for the southeastern corner of said remainder of the 79.36 acre tract, the northeastern corner of a called 0.93 acre tract, conveyed to Samsung Austin Semiconductor, LLC, in Document No. 2021187920, Official Public Records of Williamson County, Texas and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, from which a 1/2" iron rod with "ATWELL" cap found for the northeastern corner of said remainder of the 79.36 acre tract, the southeastern corner of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being on the western line of said 151.17 acre tract bears, N 07° 08' 58" E, a distance of 1947.41 feet;

THENCE, over and across said remainder of the 79.36 acre tract, the following five (5) courses and distances:

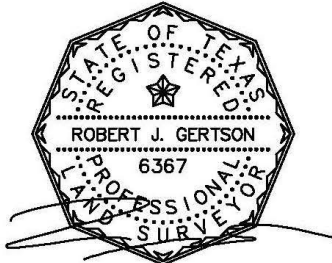
1. N 52° 34' 29" W, a distance of 1044.25 feet to a 1/2" iron rod with "ATWELL" cap set for the **POINT OF BEGINNING** of the herein described tract;
2. N 82° 11' 15" W, a distance of 817.26 feet to a 1/2" iron rod with "ATWELL" cap set;
3. N 07° 44' 04" E, a distance of 410.84 feet to a 1/2" iron rod with "ATWELL" cap set;
4. S 82° 16' 03" E, a distance of 817.18 feet to a 1/2" iron rod with "ATWELL" cap set, from which said 1/2" iron rod with "ATWELL" cap found for the northeastern corner of said remainder of the 79.36 acre tract, the southeastern corner of a said 1.50 acre tract and also being on the western line of said 151.17 acre tract bears, N 48° 48' 32" E, a distance of 1350.51 feet;
5. S 07° 43' 26" W, a distance of 411.98 feet to the **POINT OF BEGINNING**.

Containing 7.72 acres or 336,212 square feet, more or less.

BEARING BASIS NOTE

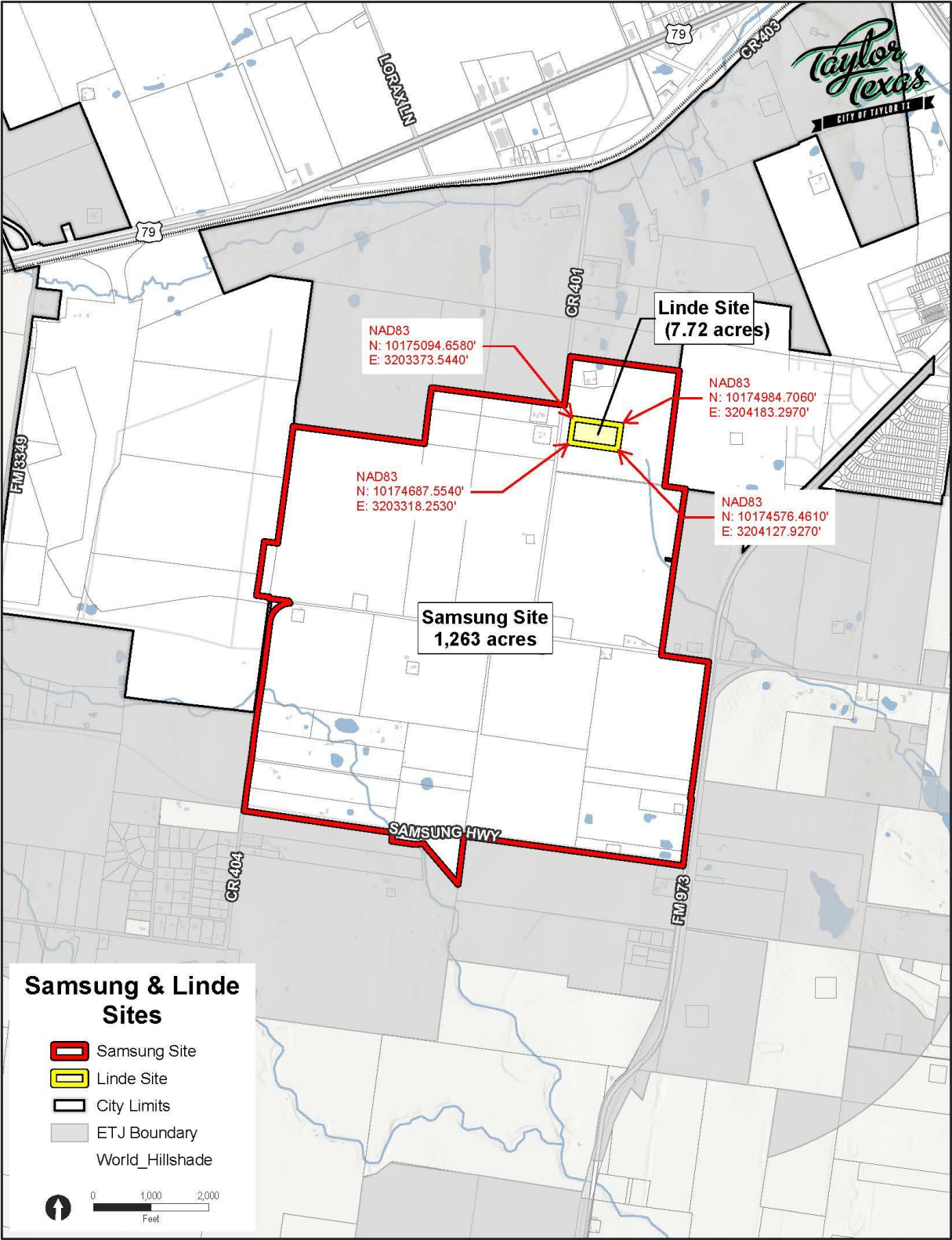
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



10/05/2022

EXHIBIT “B”
Depiction





City Council Meeting May 8, 2025 Transmittal Letter

STRATEGIC PILLAR
Quality of Life

Agenda Item Number: 12.

Agenda Title: Presentation on the Wellness Center Feasibility Study.

Council Action to be Taken: Receive presentation and provide feedback on the concepts and findings presented

Department Submitted: Parks and Recreation

Staff Contact: Tyler Bybee, P&R Director

1. PURPOSE / DESCRIPTION

Receive presentation on the Wellness Center Feasibility Study Findings

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The need for an indoor recreation facility has been an identified community need as early as 2004. In 2010, the City of Taylor went out for a bond election to construct a recreation facility to be operated by the YMCA and the election failed. Staff believes that the need for this type of facility has grown exponentially since 2010 and recommends this study to re-engage the community in this discussion.

As a rapidly growing community engaging in exercise, a feasibility/user assessment for an indoor space to help meet the health, education and wellness needs is a logical/needed exercise. In 2022, the St. David's foundation held a community meeting/board meeting focusing on the health/wellness needs of Taylor/greater Eastern Williamson County, with dozens of county, municipal and non-profit organizations represented. One major take away from the meeting was the lack of and need for a large community space for residents to improve their physical and mental well-being. A wellness center can provide a wide range of community benefits, catering to the physical, mental, and emotional well-being of individuals. Here are some key community benefits of a wellness center: Improved Physical Health, Mental Health Support, Health Education, Social Interaction, Access to Professionals, Stress Reduction, Preventive Care, Community Engagement, Seniors and Youth Engagement and Promotion of Healthy Habits.

In 2023, the Parks and Recreation department began a wide array of programs for the residents. The attendance and support for these programs have been overwhelming. This is all being done with very little usable indoor recreation space. Also, in 2023, University of Texas Architecture Graduate School students created seven different concepts of a Wellness Center.

At the September 28th, 2023 meeting, City Council approved issuing the RFQ . The RFQ was issued on February 4th and the submissions were opened on March 4th. There were eight submissions received. After a multi-round interview process, staff recommended awarding the RFQ to Barker Rinker Seacat(BRS) Architecture, which City Council approved at the April 25th meeting. BRS is a firm that specializes in the planning and design of indoor public spaces, most specifically Wellness/Recreation Centers, Senior Centers and Athletic Complexes, with almost 50 years of experience. BRS has partnered with a variety of industry experts to help complete this study.

The feasibility/use assessment includes the following components: demographics and trends analysis, local recreation facility and program analysis, stakeholder/focus group interviews, community survey, needs assessment and preliminary cost estimates, operating pro forma, funding options analysis and concept plan development. A council appointed steering committee, composed of a variety of community members/stakeholders will be utilized to execute this study. At the July 11th, 2024 meeting council approved the scope and contract with BRS for \$183,835, funded out of the Samsung Quality of Life Funds.

The timeline/key milestones of the study are as follows:

August 15th- Kick Off meeting with Staff

September 25th- Steering Committee workshop #1 and Community Meeting #1

September 26th- Public Scientific Survey Launched

October 23rd-24th-DFW Rec Center Tours

November 20th- Steering Committee Workshop #2, Community Meeting #2 and Public Survey completed

January 23rd- Steering Committee workshop #3

April 21st- Community Meeting #3

BRS will be presenting the results of the study thus far and would like council feedback to help move toward the final plan report.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• NA	• NA

4. RECOMMENDATION

Receive report and provide feedback to BRS on presented concepts and findings

5. FUNDING SOURCE

Samsung Quality of Life Funds

6. TIMELINE

Estimated final plan to be delivered in May 2025

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. BRS Wellness Center Study Presentation



TAYLOR, TEXAS
WELLNESS AND RECREATION CENTER FEASIBILITY STUDY RECOMMENDATIONS
CITY COUNCIL MEETING

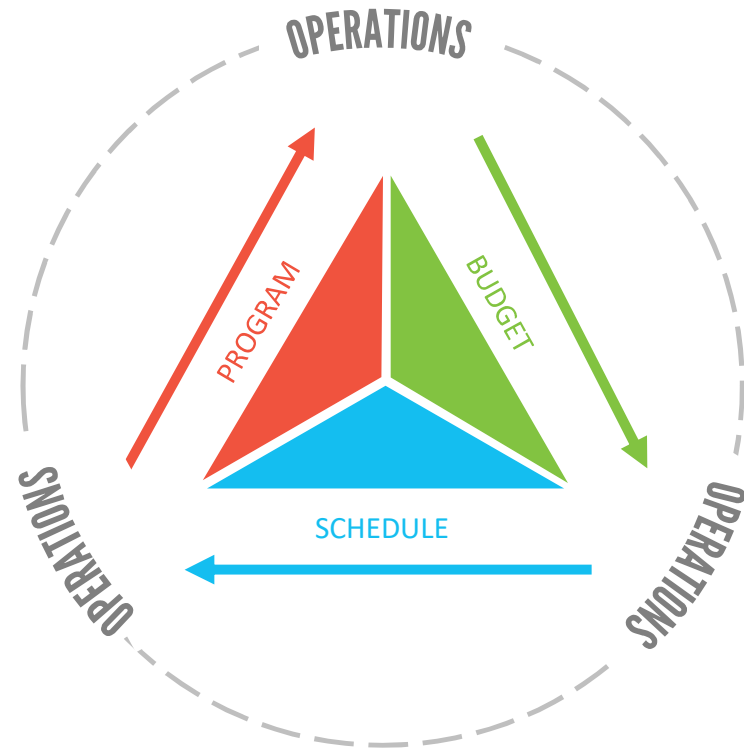
MAY 8, 2025



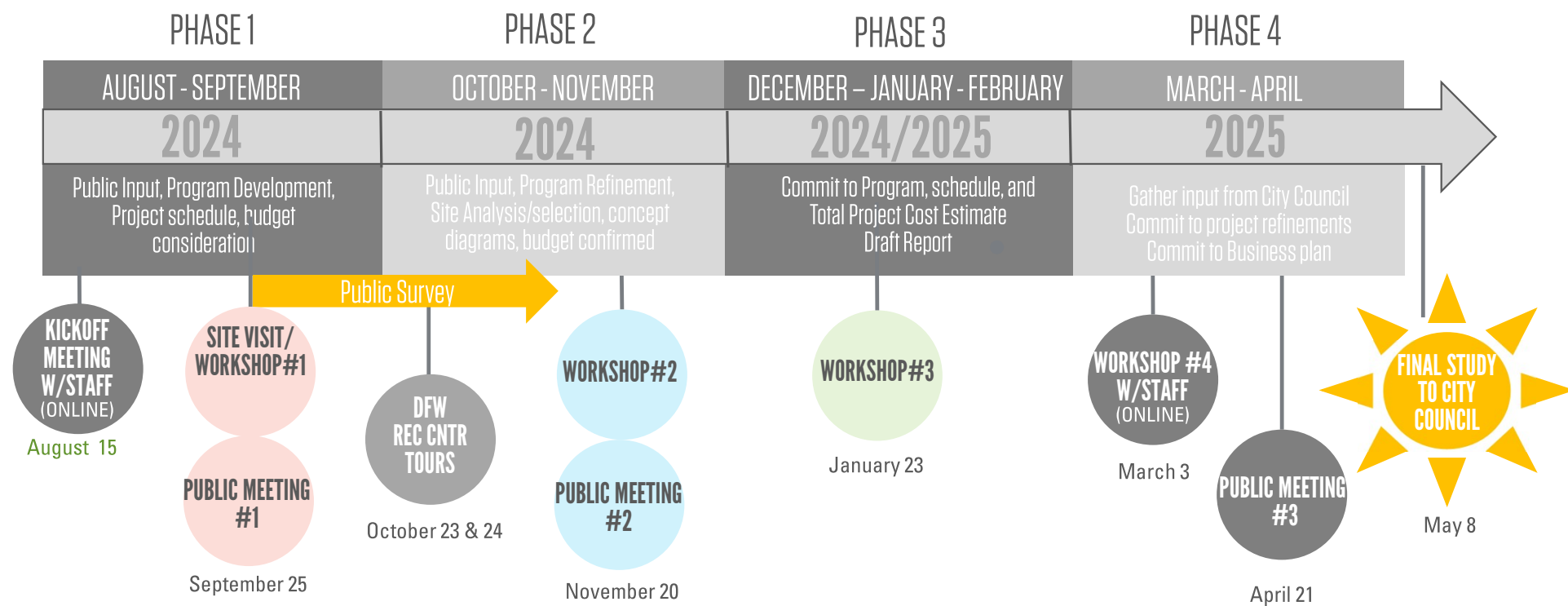
FEASIBILITY PROCESS

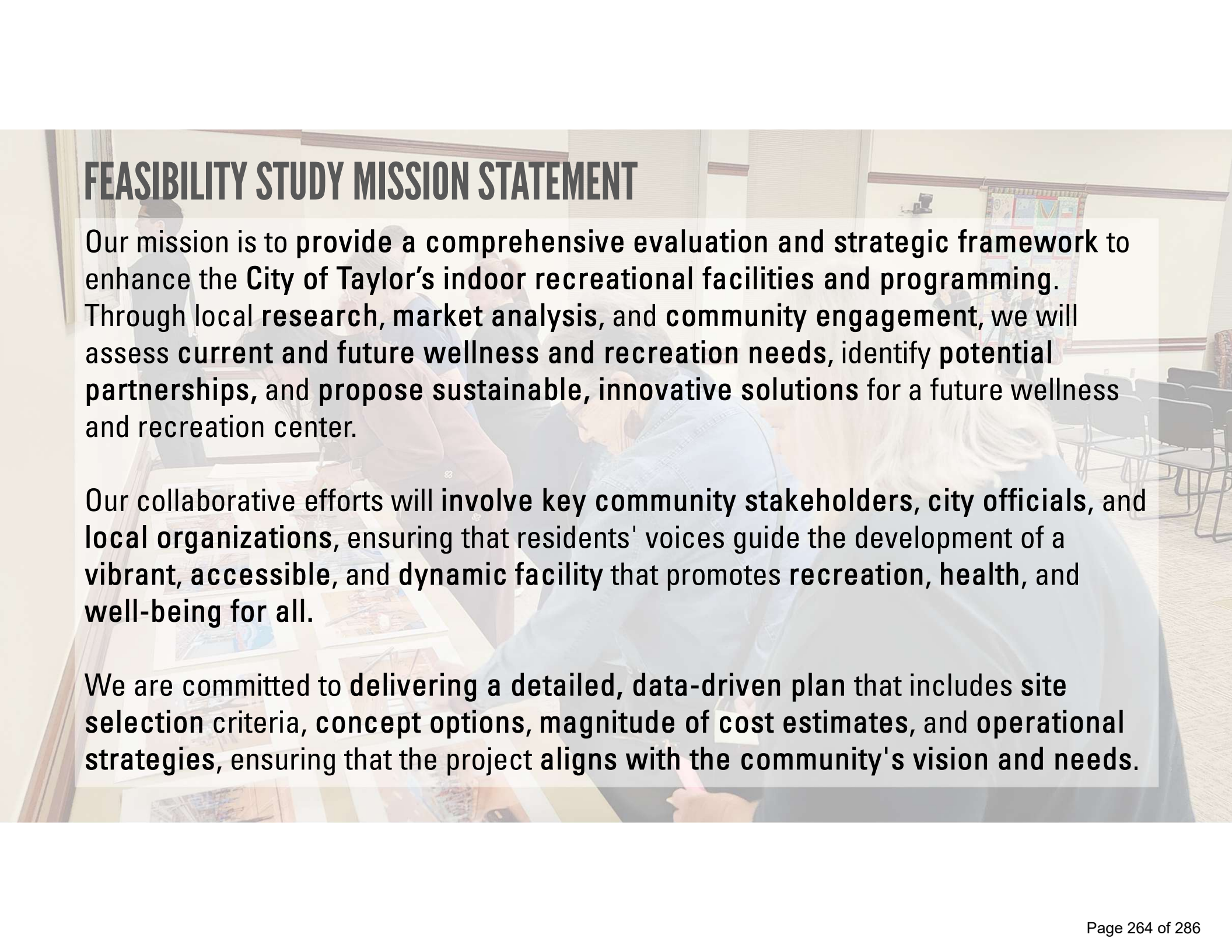
A PROVEN PROCESS

TO GET THE BEST
DATA BASED
RESULTS!



FEASIBILITY STUDY TIME-FRAME



The background image shows a group of people, including children and adults, gathered around a long table in a community room. They appear to be engaged in a collaborative activity, possibly a workshop or meeting. There are various items on the table, including papers, a water bottle, and some small objects. The room has large windows and a colorful quilt hanging on the wall in the background.

FEASIBILITY STUDY MISSION STATEMENT

Our mission is to provide a comprehensive evaluation and strategic framework to enhance the City of Taylor's indoor recreational facilities and programming. Through local research, market analysis, and community engagement, we will assess current and future wellness and recreation needs, identify potential partnerships, and propose sustainable, innovative solutions for a future wellness and recreation center.

Our collaborative efforts will involve key community stakeholders, city officials, and local organizations, ensuring that residents' voices guide the development of a vibrant, accessible, and dynamic facility that promotes recreation, health, and well-being for all.

We are committed to delivering a detailed, data-driven plan that includes site selection criteria, concept options, magnitude of cost estimates, and operational strategies, ensuring that the project aligns with the community's vision and needs.

THE SURVEY SAYS!...

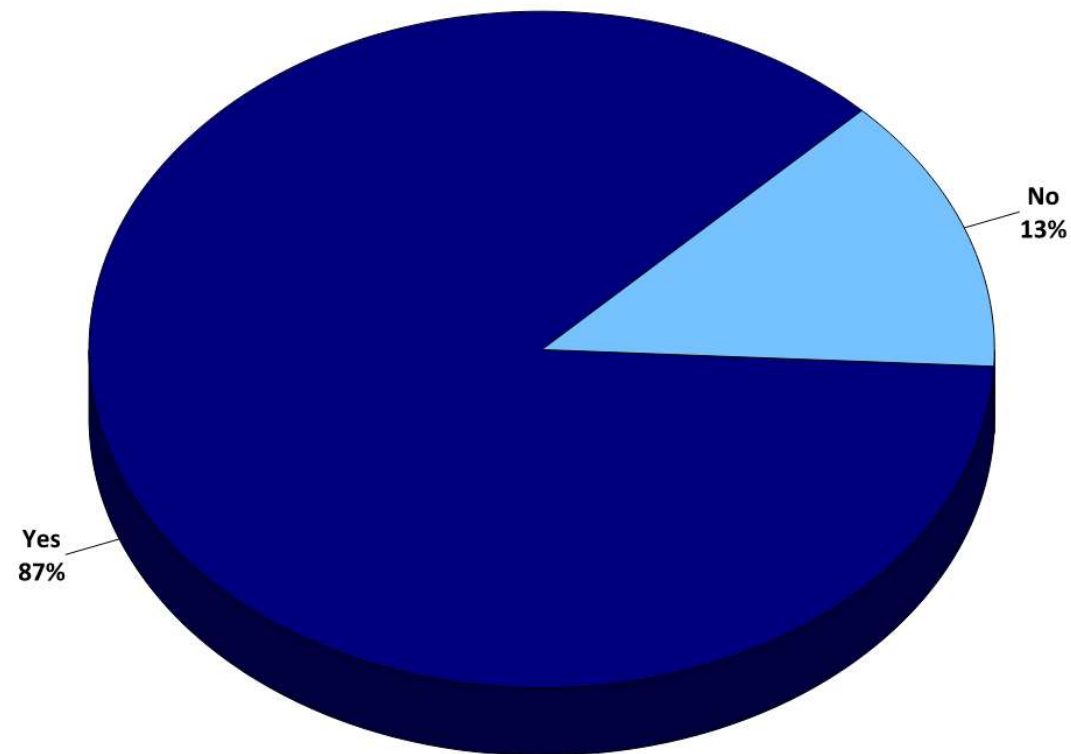
- Taylor insight through:
 - 1) Scientifically valid survey;
 - 2) Internet-based survey
- Taylor PARD advertised the survey for residents through the usual PARD avenues

**467 RESIDENTS
RESPONSE!**

For the Statistically valid survey

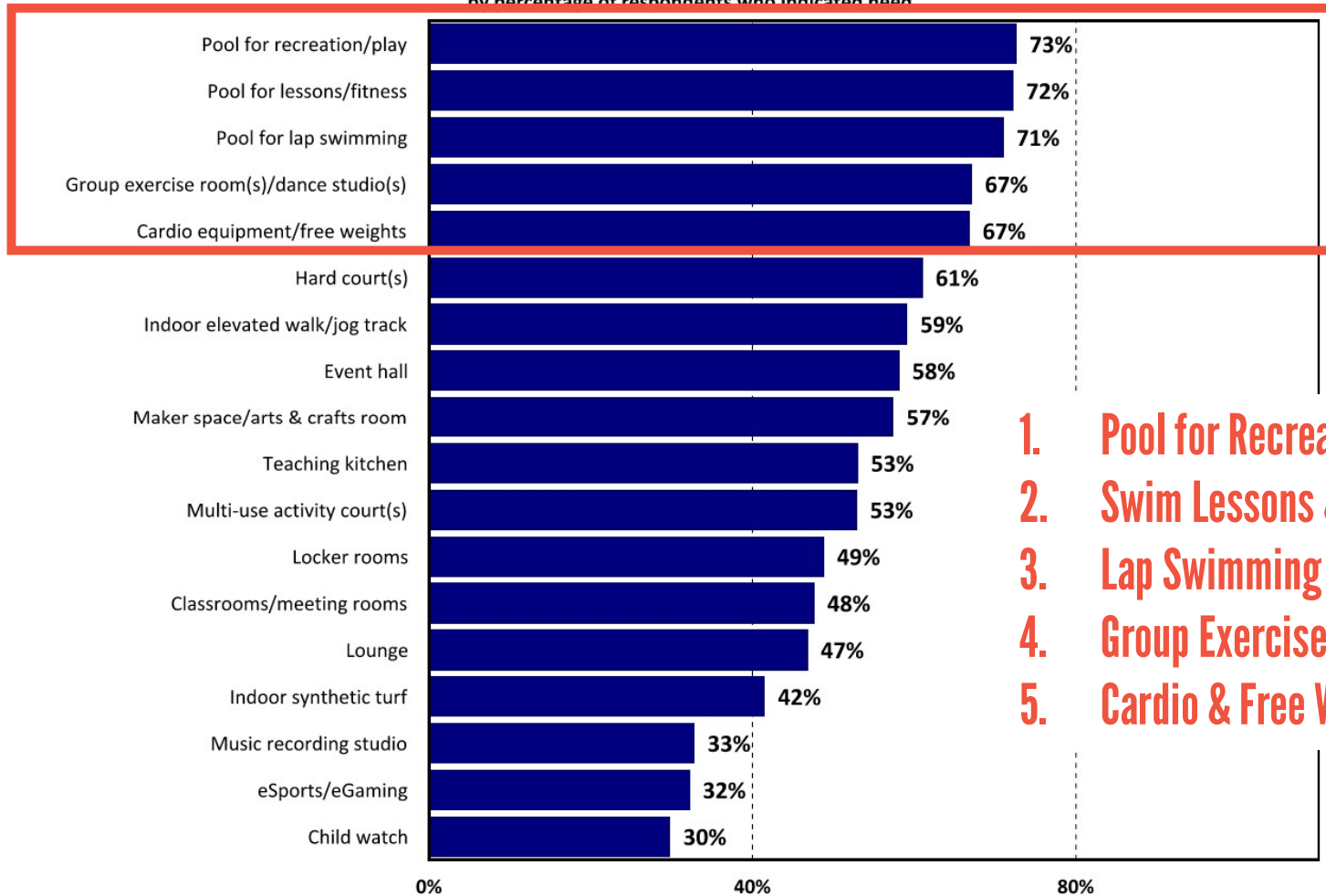
**INTERNET SURVEY CONFIRMS
OUTCOME**

Q3. Do you believe it is valuable for the City of Taylor to offer a wellness/recreation center to the community as a whole?
by percentage of respondents (excluding "don't know")



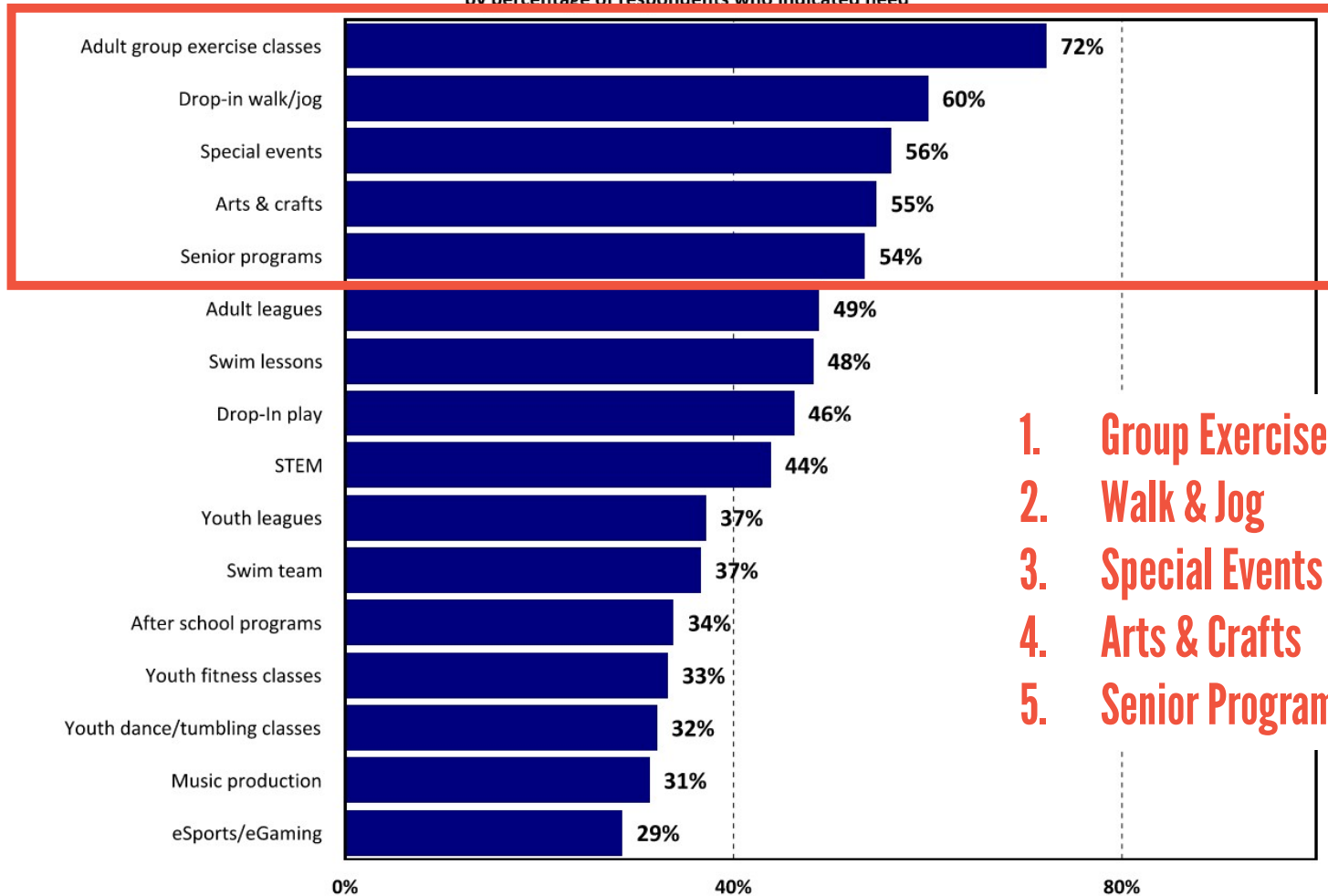
Q5. Need for amenities.

by percentage of respondents who indicated need



1. Pool for Recreation/Play
2. Swim Lessons & Fitness
3. Lap Swimming
4. Group Exercise
5. Cardio & Free Weights

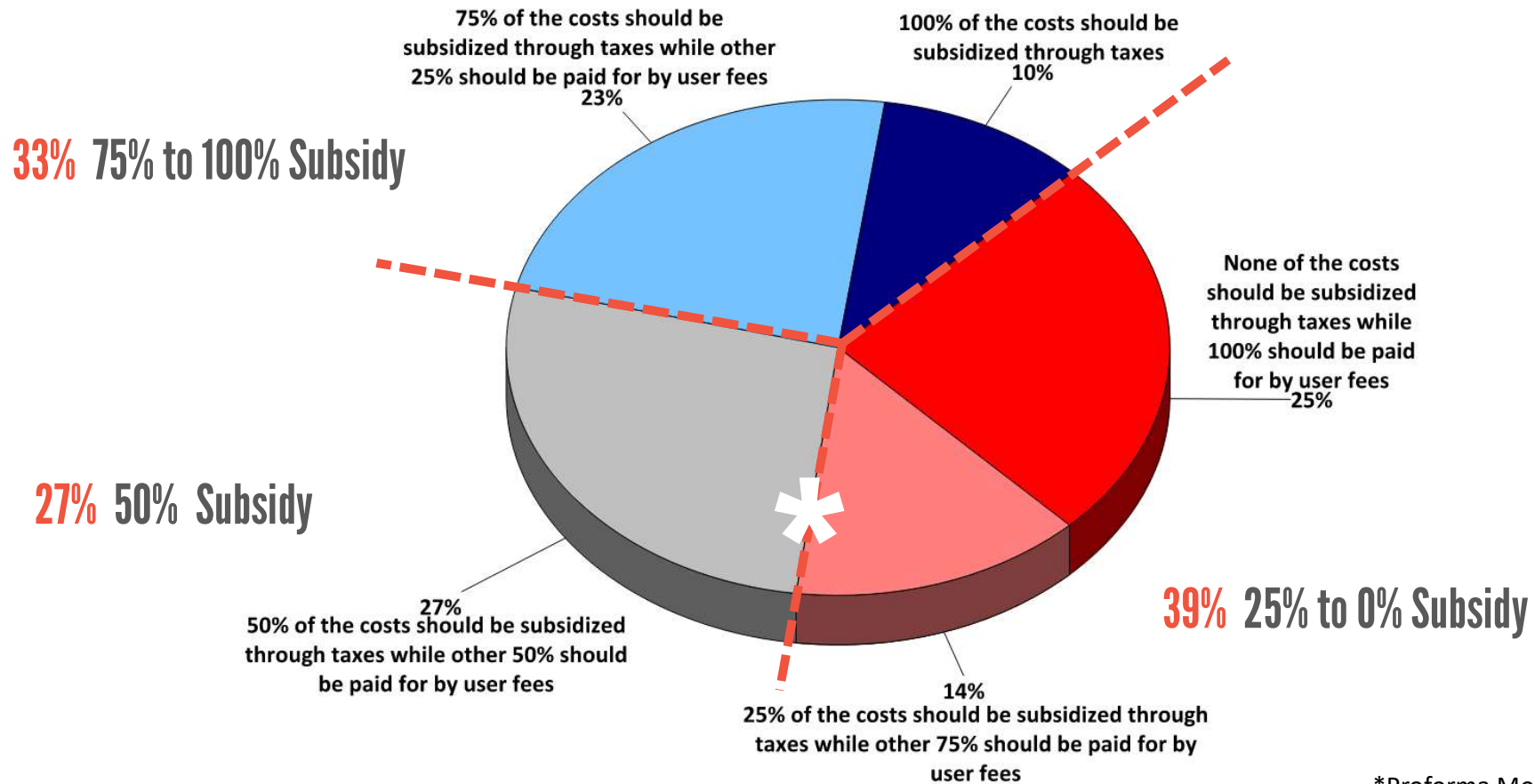
Q9. Need for programs/services. by percentage of respondents who indicated need



1. Group Exercise Classes
2. Walk & Jog
3. Special Events
4. Arts & Crafts
5. Senior Programs

Q15. Which one statement below best describes your opinions on how the City of Taylor might subsidize a potential wellness/recreation center?

by percentage of respondents (excluding "not provided")

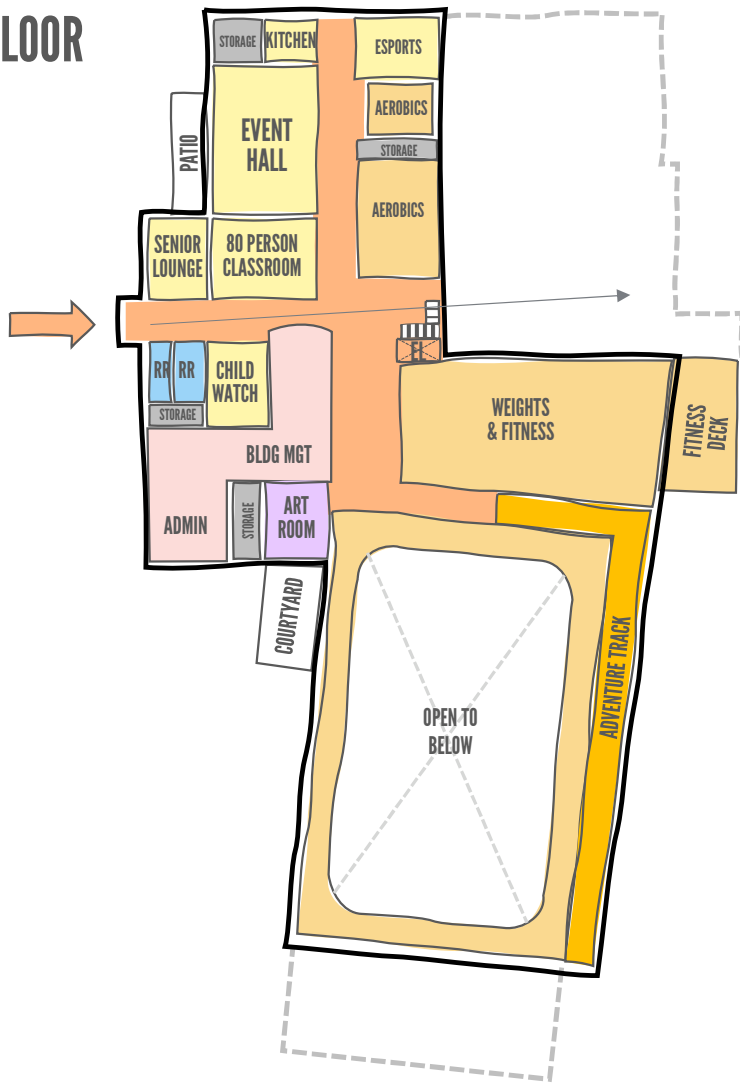


*Proforma Model =25% Subsidy

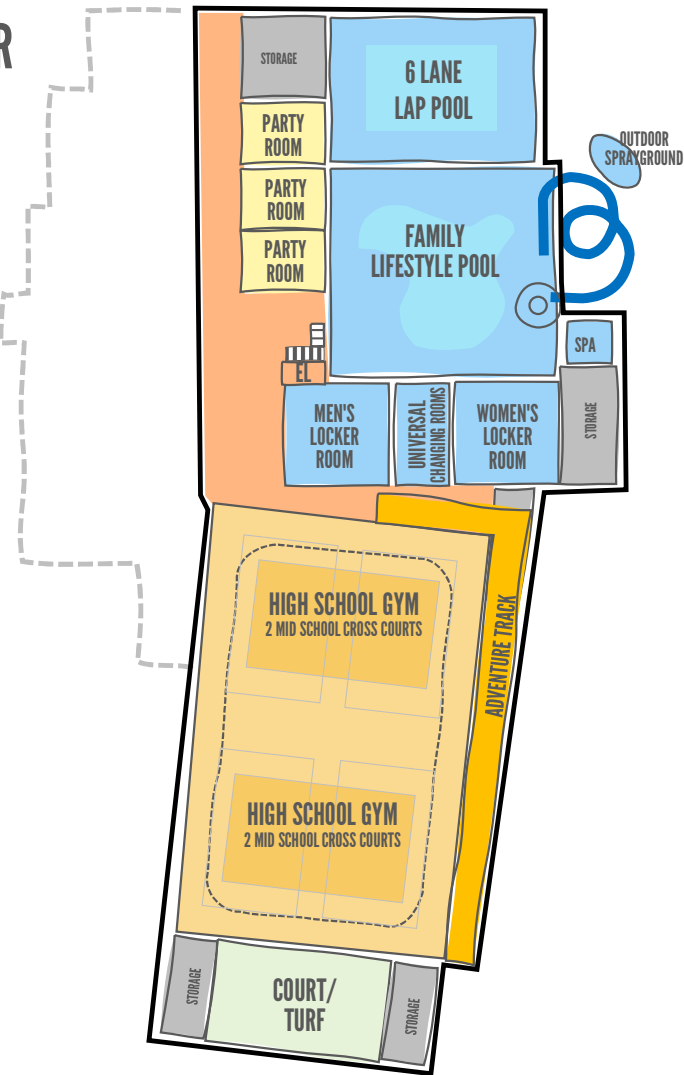
RECOMMENDED FULL PROGRAM

PROGRAM SPACE	NET SQ/FT	PROGRAM SPACE	NET SQ/FT
Administration (Includes Dept. Offices)	3,708	Elevated Walk/Jog Track	3,492
Lobby and Support Spaces	3,528	Adventure/Hill Course Track (5 Laps/Mi)	2,346
Locker Spaces	4,000	Fitness & Weights	8,500
Universal Changing Rooms (6)	1,215	Aerobics/Dance Studio (15-20 Person)	800
Child Watch	1,060	Aerobics/Dance Studio (30-35 Person)	2,000
Classroom (80 Person)	1,875	Aquatics Support	740
Esports Gaming Room	950	Lap Pool (6-Lane if school is the partner)	8,193
Party Room (3)	1,200	Recreation Activity Pool (5,400)	12,550
Senior Adult Lounge	1,520	Water Slide	51
Outdoor Patio/Gathering Space	1,125	Spa (Whirlpool) - 15 Person	275
Maker Spaces (Arts & Crafts Room)	1,500	Outdoor Spray Ground (Medium)	350
Community / Events Hall (240 Person)	3,400	Photovoltaic System	
Catering Kitchen	550	Solar Hot Water System	
Gyms (2) High School or (4) Middle School	25,672	Certified LEED (Add 1%)	
Court/Turf (Small Multi Use Activity)	4,900		
		Total SQ/FT (Gross)	111,800

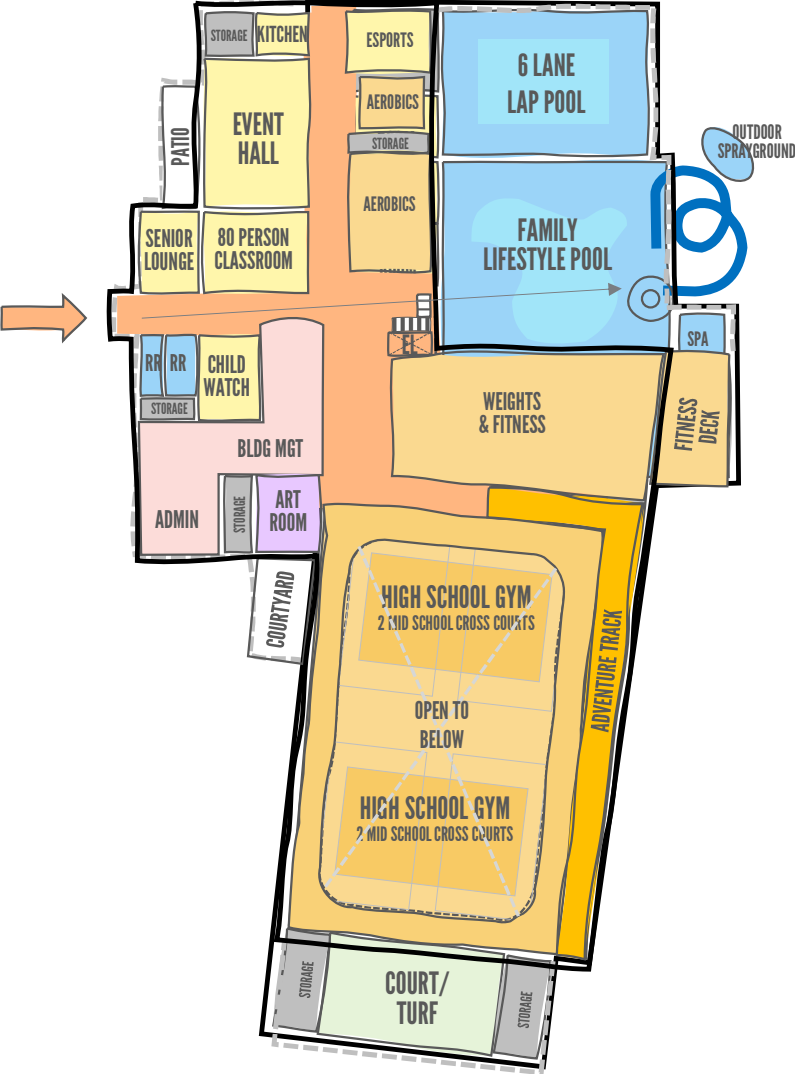
UPPER FLOOR



LOWER FLOOR

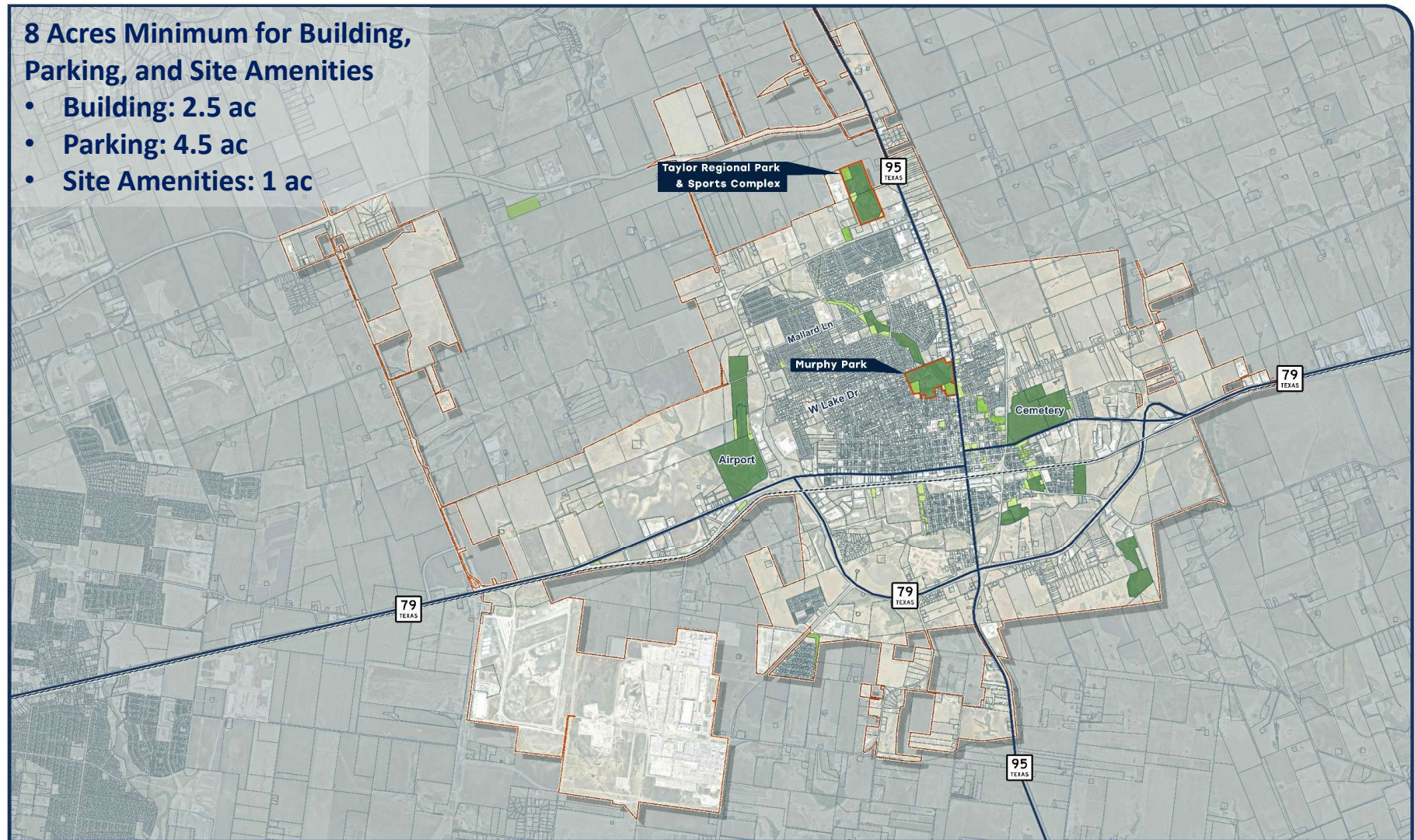


UPPER FLOOR
LOWER FLOOR



**8 Acres Minimum for Building,
Parking, and Site Amenities**

- Building: 2.5 ac
- Parking: 4.5 ac
- Site Amenities: 1 ac



TAYLOR - CITY OWNED PROPERTIES



0 250 500 1,000 Feet



Site Analysis

- Flat Topography
- Existing Parking
- Not Centrally Located
- Existing Water Lines Near Site
- Native Blackland Prairie



TAYLOR - REGIONAL PARK & SPORTS COMPLEX



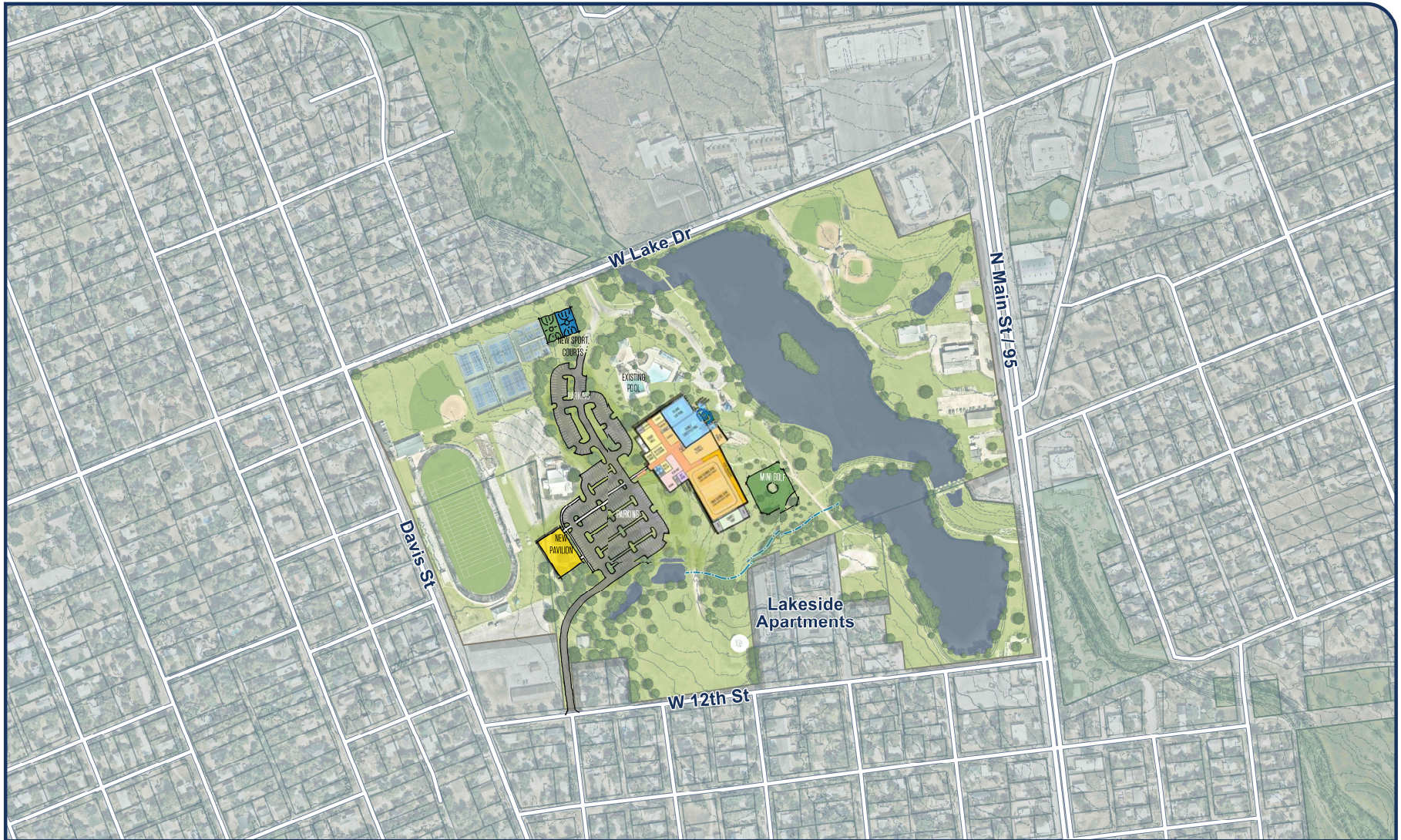
SITE ANALYSIS

- Change in Elevation
- Existing Parking
- Centrally Located
- Existing Water Lines On Site
- Existing Assets
 - Lake/Ponds/ Creeks
 - Pavilion
 - Sport Courts
 - Mini Golf Course



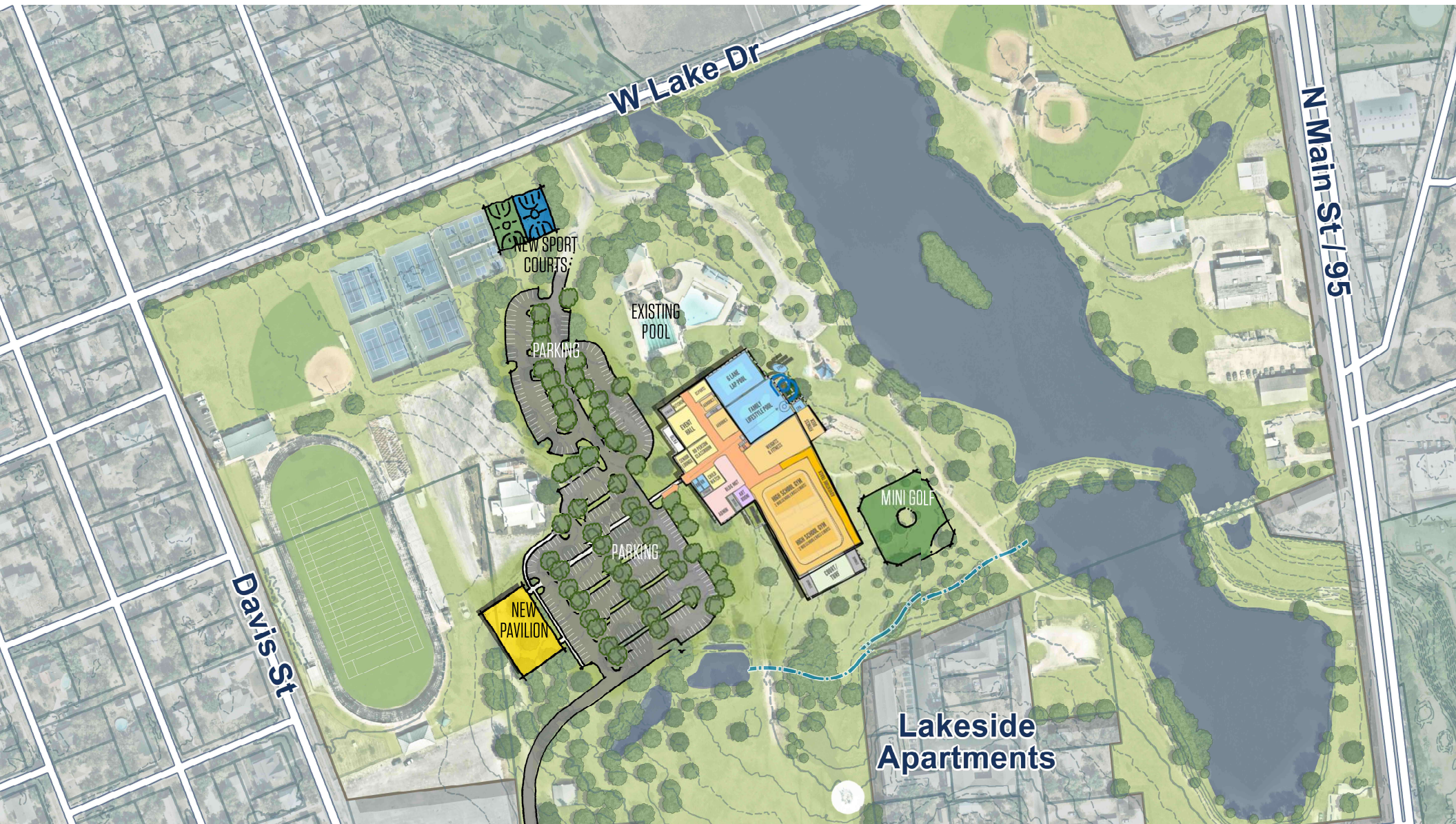
TAYLOR - MURPHY PARK





TAYLOR - MURPHY PARK





TAYLOR WELLNESS AND RECREATION CENTER **RECOMMENDED SCHEDULE**



May 2026 **PROJECT FUNDING - GENERAL OBLIGATION BOND**

June 2026 **ARCHITECT SELECTION/ DESIGN BEGINS**

July 2027 **BID**

August 2027 **CONSTRUCTION BEGINS**

April 2029 **CONSTRUCTION COMPLETE / GRAND OPENING**

POTENTIAL BASE PROGRAM

PROGRAM SPACE	NET SQ/FT	PROGRAM SPACE	NET SQ/FT
Administration (Includes Dept. Offices)	2,090	Fitness & Weights	8,500
Lobby and Support Spaces	3,530	Aerobics/Dance Studio (30-35 Person)	2,000
Locker Spaces	2,400	Aquatics Support	740
Universal Changing Rooms (6)	1,220	Recreation Activity Pool (5,400)	12,550
Child Watch	1,060	Water Slide	50
Classroom (80 Person)	1,875	Spa (Whirlpool) - 15 Person	275
Party Room (2)	800	Certified LEED (Add 1%)	
Senior Adult Lounge	1,520		
Outdoor Patio/Gathering Space	1,125		
Maker Spaces (Arts & Crafts Room)	1,500		
Gyms (1) High School or (2) Middle School	12,280		
Elevated Walk/Jog Track	3,740		
		Total <u>BASE</u> SQ/FT (Gross)	64,800

CONSTRUCTION

(Includes cost escalation to midpoint of construction)

\$41,800,000

SOFT COSTS

(A&E Design, Contingencies, FF&E, Permits, etc.)

\$13,500,000

TOTAL PROJECT COST*

\$55,300,000

CONSIDER ADD ALTERNATES

Events Hall **\$2.1M** added cost

2nd High School Gym **\$6.7M** added cost (includes Adventure Track)

*Includes Cost Escalation to Mid Point of Construction

TAYLOR WELLNESS & RECREATION CENTER **POTENTIAL PHASES**



MAGNITUDE OF COST FOR FULL PROGRAM

PROGRAM SPACE	NET SQ/FT	PROGRAM SPACE	NET SQ/FT
Administration (Includes Dept. Offices)	3,700	Fitness & Weights	8,500
Lobby and Support Spaces	3,530	Aerobics/Dance Studio (15-20 Person)	800
Locker Spaces	2,400	Aerobics/Dance Studio (30-35 Person)	2,000
Universal Changing Rooms (6)	1,220	Aquatics Support	740
Child Watch	1,060	Lap Pool (6-Lane if school is the partner)	8,190
Classroom (80 Person)	1,875	Recreation Activity Pool (5,400)	12,550
Esports Gaming Room	950	Water Slide	50
Party Room (3)	1,200	Spa (Whirlpool) - 15 Person	275
Senior Adult Lounge	1,520	Outdoor Spray Ground (Medium)	350
Outdoor Patio/Gathering Space	1,125	Photovoltaic System	
Maker Spaces (Arts & Crafts Room)	1,500	Solar Hot Water System	
Community / Events Hall (240 Person)	3,400	Certified LEED (Add 1%)	
Catering Kitchen	550		
Gyms (2) High School or (4) Middle School	25,670		
Court/Turf (Small Multi Use Activity)	4,900		
Elevated Walk/Jog Track	3,740		
Adventure/Hill Course Track (5 Laps/Mi)	2,740		
		Total SQ/FT (Gross)	111,800

CONSTRUCTION

(Includes cost escalation to midpoint of construction)

\$65,200,000

SOFT COSTS

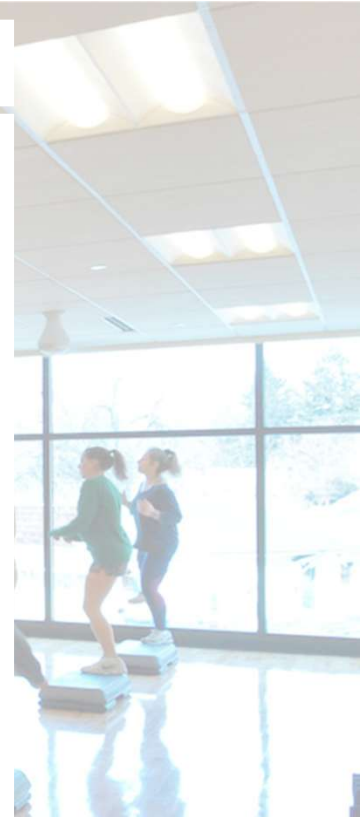
(A&E Design, Contingencies, FF&E, Permits, etc.)

\$20,600,000

TOTAL PROJECT COST*

\$85,800,000

*Includes Cost Escalation to Mid Point of Construction



TAYLOR WELLNESS AND RECREATION CENTER OPERATIONS



Full-Time Staff

- Facility Manager
- Admin Support
- Aquatics Manager
- Recreation Coordinator
- Fitness Coordinator
- Maintenance Foreman
- Maintenance Tech
- Custodial (4)

Part-Time Staff

- Building Supervisor
- Lead Front Desk
- Front Desk
- Head Lifeguard
- Lifeguard
- Building Attendant
- Fitness Attendant
- Lead Child Watch
- Child Watch

COST RECOVERY 65% to 75%

	Daily Admission Fee Adult/ Youth/ Senior	Monthly Admission Fee Adult/ Youth /Senior	Average Annual Expenses	Average Annual Revenue	Average Annual Subsidy
~75% Cost Recovery	\$7/ \$7/ \$7	\$35/ \$20/ \$20	~\$1,872,000	~\$1,407,000	~\$465,000
~70% Cost Recovery	\$7/ \$6/ \$6	\$30/ \$18/ \$18	~\$1,842,000	~\$1,280,000	~\$562,000
~65% Cost Recovery	\$6/ \$5/ \$5	\$24/ \$12/ \$12	~\$1,839,000	~\$1,175,000	~\$664,000

- Details for cost recovery calculated for the facility opening year of 2029 can be provided.
- Fees above are for Taylor Residents.
- Fees for Non-residents could be 25% to 50% more cost.

To compare Apples to Apples if the City used the **YMCA pricing**:

Cost Recovery would be ~90%

	Daily Admission Fee Adult/ Youth/ Senior	Monthly Admission Fee Adult/ Youth /Senior	Average Annual Subsidy
YMCA Rates as of 2025	NA/ NA/NA	\$50/ \$20/ \$37	~\$220,000

Hutto Family YMCA

Facility Hours		Child Watch Hours	
Monday-Friday	5:00am-9:00 pm	Monday-Friday	8:00am – 12:00pm
Saturday	7:00am – 5:00pm	(Plus Zone)	4:00pm – 8:00pm
Sunday	1:00pm – 6:00pm	Saturday	8:00am – 1:00pm
		Sunday	1:00pm – 4:00pm

Membership Type	Monthly Fee	Corporate Fee	Join Fee
Youth (12-17 yrs.)	\$20		\$0
Young Adults (18-25 with valid full-time college or technical school ID)	\$37		\$0
Adults (18+ yrs.)	\$50	\$45	\$50
Couple (2 adults living in same home)	\$81	\$73	\$75
Family I (1 adult & children up to 17 yrs. living in same home)	\$81	\$73	\$75
Family II (2 adults & children up to 17 yrs. living in same home)	\$90	\$81	\$100
Senior I (1 adult – 62+ yrs.)	\$37		\$50
Senior II (2 adults – 62+ yrs. living in same home)	\$47		\$50
Senior Family (1 or 2 adults 62+ years & children up to 17 living in same home)	\$70		\$75

* No join fee on corporate memberships.

Hutto Family YMCA
512-846-2360
www.ymcabx.org



A background image showing two children, a boy and a girl, sitting at a table and drawing. The boy is on the left, wearing a blue shirt, and the girl is on the right, wearing a light blue shirt. They are both focused on their work, with the boy holding a yellow marker and the girl holding a yellow pencil. The image is slightly blurred and has a soft, pastel-like color palette.

CONFIRM OUTSIDE AGENCIES AS POTENTIAL PARTNERS FOR CONTRACT OPERATIONS

Two Private Operators are interested in submitting proposals for the operations of the Taylor Wellness & Recreation Center (WRC).

- YMCA of Central Texas
- Taylor Boys and Girls Club

To compare apples to apples it is recommended the private operators submit bids based on this feasibility study program. (Program reflects the citizens wants and needs)

This feasibility study provides a proforma for the WRC with the City as the operator.

If the City is interested comparing private operator bids with the City Operations Plan, discussions and negotiations would need to occur if the City funds the project

A background image showing two young children, a girl and a boy, sitting at a table and drawing. The girl is on the right, looking down at her drawing, and the boy is on the left, also looking down. They are both holding yellow markers. The image is slightly blurred and has a light blue overlay.

CONFIRM OUTSIDE AGENCIES AS POTENTIAL PARTNERS FOR CONTRACT OPERATIONS

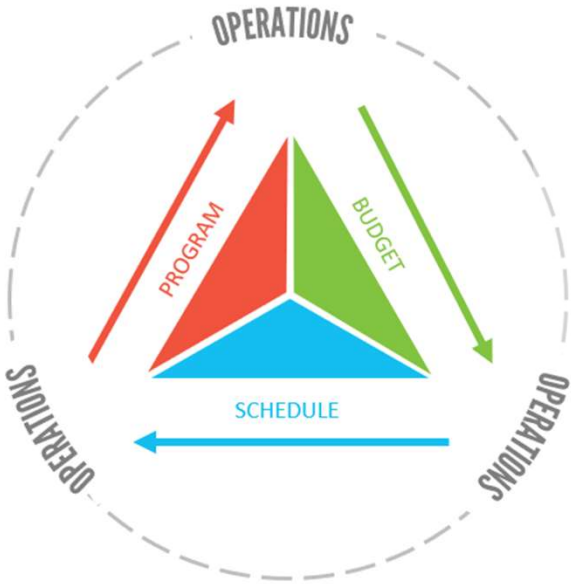
Attention will need to be paid to the following:

- Fees and Charges for Taylor Residents
- Subsidies the private operators require
- Capital improvements costs (roof, HVAC replacements)
- Scholarships for underprivileged citizens
- Proof public money is a good investment for the Taylor residents (open books and annual accounting of public money spent)
- Community access to public funded building for City events and programs

FEASIBILITY STUDY DRAFT
RECOMMENDATIONS SUMMARY

OPERATIONS
BASE PHASE 65% - 75% Cost Recovery

PROGRAM
**BASE
PHASE** 64,800
square feet



BUDGET
**BASE
PHASE** \$55,300,000

SCHEDULE
BASE PHASE April 2029 Grand Opening