



AGENDA
CITY OF TAYLOR, TEXAS
CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET
DECEMBER 11, 2025, 6:00 PM

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

- KRXT Radio Award Recognition.
- Kelly Kaatz Recognition.

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 November 13, 2025, regularly scheduled City Council meeting. *Lucy Aldrich*
2. Consider approval of Ordinance 2025-34 approving the 2025 Amended and Restated Project and Financing Plan for Tax Increment Reinvestment Zone No. Two. *Brian LaBorde*
3. Consider approval of Ordinance 2025-37 regarding a request for a Neighborhood Plan referred to as Taylor Apartments, generally located at 3601 N. Main Street, consisting of approximately 21.43 acres of land situated in the J. Pharrass Survey, Abstract No. 495, more particularly described by the Williamson Central Appraisal District Parcels R019549 and R020046, Taylor, Williamson County, Texas. *Courtney Peres*
4. Consider approval of Ordinance No. 2025-36 amending the Fiscal Year 2026 Annual Budget. *Robert Powers*
5. Consider approval of an agreement for Administrative Management Services with Langford Community Services for the Kimbro/Shaw to 2nd Street Drainage Improvements Grant (HMGP DR-4485-0167) Phase 1. *Tyler Bybee, Jim Gray*
6. Consider approval of an agreement for Engineering Services Task Order #3 with HDR Engineering for the Kimbro/Shaw to 2nd Street Drainage Improvements Grant (HMGP DR

4485-0167) Phase 1. *Tyler Bybee, Jim Gray*

7. Consider approval of procurement of a cascade/rescue truck from Lubbock Truck Sales, Inc. *Daniel Baum*
8. Consider approval of an amendment to the previously approved Easement and Right-of-Way Agreement with Oncor Electric Delivery Company LLC and authorize the Mayor to execute the amended agreement. *Jim Gray*

PUBLIC HEARINGS / ORDINANCES

9. Hold a public hearing and introduce Ordinance 2026-01, a Special Use Permit for the operation of a Home Based business for a pediatric therapy practice (Land Development Code Section 5.9.3.7 (6)) on property generally located at 2105 Davis Street, legally described as Bel-Air Addition, Block 8, Lot 3, Lot 2 Northern Part and Southern parts of Lots 4 and 5, 0.35 acres of land, more particularly described by Williamson Central Appraisal District Parcel R014369, Taylor, Williamson County, Texas. *Carly Kehoe Pearson*
10. Hold a public hearing and introduce Ordinance 2026-02, a Special Use Permit to allow lodging without a full time, on-site operator at property generally located at 3004 Don Hill Lane, legally described Rob Roy Estates, Block C, Lot 94, 0.027 acres of land, more particularly described by Williamson Central Appraisal District Parcel R427227, Taylor, Williamson County, Texas. *Carly Kehoe Pearson*
11. **POSTPONED BY APPLICANT.** Hold a public hearing and introduce an Ordinance regarding a request for an Employment Center Plan referred to as Project Comal, generally located at 1051 County Road 401, legally described as approximately 220 acres of land situated in the G.M. Reese Survey, Abstract No. 533, H.T. & B.R.R. Co. Survey, Abstract No. 315, James C. Eaves Survey, Abstract No. 214, more particularly described by the Williamson Central Appraisal District Parcels R620763, R655885, R620762, R381849, R019655, R019236, R019231, R019180, and R019969, Taylor and Taylor Extraterritorial Jurisdiction, Williamson County, Texas. *Carly Kehoe Pearson*

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

12. Discussion, consideration, and possible action on making Charter Review Committee appointments and defining the scope of the Charter review. *Lucy Aldrich*
13. Discussion, consideration, and possible action on an agreement between Williamson County and the City of Taylor for billing and collection services related to the Park79 Commerce Public Improvement District. *Robert Powers*
14. Discussion, consideration, and possible action on an acquisition and reimbursement agreement and a developer deposit agreement with Taylor 79, LLC, and Park79 Commerce Center LLC related to the Quannah Partners Park79 Commerce Center development. *Robert Powers*
15. Discussion, consideration, and possible action of a Tax Abatement Agreement by and among the City of Taylor, Texas, PDC TP 01 LOT A LLC, and Compal USA Technology, Inc. *Ben White, Taylor Economic Development Corporation*
16. Discussion, consideration, and possible action on an Economic Development Incentive Agreement by and among the City of Taylor, Texas, the Taylor Economic Development Corporation, and Compal USA Technology, Inc. *Ben White, President/CEO Taylor Economic*

EXECUTIVE SESSION

Convene into Closed Executive Session.

EXECUTIVE SESSION I. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code, to consult with City Attorney regarding:

1. Park 79 and Scott Felder Public Improvement District Agreements.
2. David Legere Murphy Street Development Agreement Right-of-Way Lease.

EXECUTIVE SESSION II. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code, to consult with City Attorney; Section 551.072 of the Texas Government Code, to conduct deliberations regarding the purchase, exchange, lease, or value of real property; and Section 551.087 of the Texas Government Code, to consider economic development negotiations.

1. Project Green.

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

1. Dwight Schmidt and wife, Vicki Schmidt
Parcel R002845 & R019052

Taylor City Council authorizes the use of the power of eminent domain to acquire two permanent easements and one temporary construction easement. The east permanent easement being 0.2207 acre (9,613 square feet), the west permanent easement being 0.2244 acre (9,773 square feet), and the temporary constriction easement being 0.0233 acre (1,014 square feet), located in the Parthinia Coursey Sruvey, Abstract No. 131, Williamson County, Texas, for the wastewater project.

2. TW Ford, LP and Tom W Ford and Wendy Ford, as to a Life Estate
Parcel R019002

Taylor City Council authorizes the use of the power of eminent domain to acquire a permanent easement being 0.459 acre (20,014 square feet), located in the Parthinia Coursey Survey, Abstract No. 131, Williamson County, Texas, for the wastewater project.

3. TW Ford, LP
Parcel R475116

Taylor City Council authorizes the use of the power of eminent domain to acquire a permanent easement and a temporary constriction easement. The permanent wastewater easement being 0.308 acre (13,438 square feet), and the temporary construction easement being 0.287 acre (12,504 square feet), located in the Parthinia Coursey Survey, Abstract 131, Williamson County, Texas, for the wastewater project.

4. Gayle Haller
Parcel R019350

Taylor City Council authorizes the use of the power of eminent domain to acquire a permanent easement and a temporary constriction easement. The permanent wastewater easement being 1.814 acre (79,008 square feet), and the temporary construction easement being 1.658 acres (72,230 square feet) located in the H.G. Johnson Survey, Abstract No. 348, of Williamson County, Texas, for the wastewater project.

Reconvene into open session and take any action.

EXECUTIVE SESSION III.

1. Consider and take possible action on Resolution R25-26, condemnation for wastewater and temporary construction easements.
2. Consider and take possible action on Resolution R25-27, condemnation for wastewater easement.
3. Consider and take possible action on Resolution R25-28, condemnation for wastewater and temporary construction easements.
4. Consider and take possible action on Resolution R25-29, condemnation for wastewater and temporary construction easements.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or Regular Meeting may be convened into Closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 5:00 p.m. on December 5, 2025, and remained posted for at least three business days before the scheduled date 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: December 5, 2025



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 1.

Agenda Title: Consider approval of the minutes from the November 13, 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>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. November 13, 2025, Meeting Minutes

City of Taylor
Regularly Scheduled City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
November 13, 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:

Council Member Greg Redden
Council Member Shelli Cobb
Council Member Heather Long
Mayor Dwayne Ariola

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

Absent: Mayor Pro-Tem Kelly Cmerek

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- Taylor Garden Club, 75th Anniversary Proclamation.
Councilwoman Long presented the proclamation to members of the Taylor Garden Club.
- Small Shop Days Proclamation
Councilwoman Cobb presented the proclamation to Ruby Fisher and Taylor business owners.

CITIZENS COMMUNICATION

Janet Curtis – spoke on an upcoming community outreach event.

Griffin Teggegan – spoke on Agenda Item #8, Vacant Commercial Structure ordinance.

CONSENT AGENDA

1. **Consider approval of the minutes from the October 23, 2025, regularly scheduled City Council meeting.**
2. **Consider approval of the purchase of replacement hydraulic rescue tools for the Fire Department from Municipal Emergency Services (MES).**

Motion was made by Councilwoman Cobb to approve the consent agenda items as presented.

Motion was seconded by Councilman Redden. Motion carried unanimously.

PUBLIC HEARINGS / ORDINANCES

3. **Introduce Ordinance 2025-34 approving the 2025 Amended and Restated Project and Financing Plan for Tax Increment Reinvestment Zone No. Two.**

City Manager Brian LaBorde presented the item. Mr. LaBorde provided an overview of the proposed 2025 Amended and Restated Project and Financing Plan for TIRZ No. 2, including updated boundaries (removal of the Linde site), revised costs, and financial projections.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2025-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, APPROVING THE 2025 AMENDED AND RESTATED PROJECT

AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NO. TWO, CITY OF TAYLOR, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The ordinance was introduced. No action was taken.

4. **Hold a public hearing and introduce Ordinance 2025-37 regarding request for a Neighborhood Plan referred to as Taylor Apartments, generally located at 3601 N. Main Street, consisting of approximately 21.43 acres of land situated in the J. Pharrass Survey, Abstract No. 495, more particularly described by the Williamson Central Appraisal District Parcels R019549 and R020046, Taylor, Williamson County, Texas.**

Carly Pearson, Assistant City Manager – presented a Neighborhood Plan request, noting compliance with growth and land use maps, an anticipated 422 living units, and proposed warrants to allow block lengths up to 450 feet and a reduced ratio of P1 (green space). Planning and Zoning Commission voted 6 to 0 recommending approval of the proposed Neighborhood Plan with the stipulated warrants on August 12, 2025.

Mayor Ariola opened the public hearing at 6:27 p.m. With no one speaking the public hearing was closed at 6:27 p.m.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY OF TAYLOR APPROVING A NEIGHBORHOOD PLAN FOR PROPERTY GENERALLY LOCATED AT 3601 N. MAIN STREET, CONSISTING OF APPROXIMATELY 21.43 ACRES OF LAND SITUATED IN THE J. PHARRASS SURVEY, ABSTRACT NO. 495, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019549 AND R020046, TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

The ordinance was introduced. No action was taken.

5. **Receive a presentation on unallocated funds and introduce Ordinance No. 2025-36 Amending the FY26 Annual Budget.**

Robert Powers, Chief Financial Officer, introduced a proposed budget amendment ordinance presented in two parts. Proposal A earmarks unallocated funds for prioritized uses, including potential project expansions, while Proposal B amends the Development Services budget to separate HDR support services from general engineering services such as staff augmentation, plan reviews, and civil infrastructure inspections. Revised revenue projections were also presented, along with a review of unallocated fund balances and prioritization recommendations. During the presentation, Jacob Walker with HDR provided additional information on the 2022 project warranty items and drainage bond projects.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2025-36

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2025-29 ADOPTED ON SEPTEMBER 10, 2025, MAKING APPROPRIATIONS FOR THE

**SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND
ENDING SEPTEMBER 30, 2026.**

The ordinance was introduced. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

6. Receive a presentation on the FY 25-26 Level Up List and associated 2025 Curb Replacement Program.

Jim Gray, Director of Public Works presented an update on the FY25-26 Level Up Program. Conor Stuart with HDR presented the current inventory of curb and gutter infrastructure along city-maintained roads. Mr. Stuart also introduced a preliminary roadmap for developing a curb and gutter repair and replacement program, outlining future planning efforts and strategies to improve infrastructure that would coincide with the Level Up Program.

Motion was made by Councilman Redden to receive the presentation. Motion was seconded by Councilwoman Long. Motion carried unanimously.

7. Discussion, consideration, and possible action on Resolution R25-25, amending the Decorum and Conduct Policy.

LaShon Gros, Managing Director of Administrative Services, presented Resolution R25-25 amending the Decorum and Conduct Policy, explaining that following Council discussion of the draft policy on October 23, staff revised it only to remove the restriction on pooling speaker time, with all other provisions unchanged.

Motion was made by Councilwoman Cobb to approve Resolution R25-25 as presented. Motion was seconded by Councilman Redden. Motion carried 3 to 1 with Councilwoman Long in opposition.

8. Discussion, consideration, and possible action on Ordinance 2025-35, establishing regulations for vacant commercial structures.

Daniel Baum, Fire Chief – presented revised ordinance language for vacant commercial structures, updating the version previously submitted on October 23. The revision removes the requirement to post property manager contact information at the building entrance and replaces the prior standard of care with new language.

Motion was made by Councilwoman Long to approve Ordinance 2025-35 as presented. Motion was seconded by Councilman Redden. Motion carried unanimously.

9. Discussion, consideration, and possible action on Guaranteed Maximum Price (GMP) No. 1 with Bartlett Cocke General Contractors for the 2nd Street Sewer Line Relocation associated with the New City Hall/Justice Center project.

Jacob Walker with HDR introduced Andrew Betts with HDR who will be providing project management services for this project. Mr. Walker provided an update on the New City Hall/Justice Center project, including progress on final design and utility relocation work under 2nd Street. He presented a proposal for approval of GMP #1 in the amount of \$1,078,066 to maintain the construction schedule, noting the work is within budget and scheduled from November 14, 2025, to March 16, 2026.

Mr. Albert Janecka spoke on the agenda item.

Motion was made by Councilwoman Long to approve GMP #1 as presented. Motion was seconded by Councilman Redden. Motion carried 3 to 0 with Councilwoman Cobb abstaining.

EXECUTIVE SESSION

Mayor Ariola read the executive session items and adjourned into closed session at 7:51 p.m.

- a. Consultation with City Attorney pursuant to Texas Government Code Section 551.087, regarding Project Star.
- b. Consultation with City Attorney pursuant to Texas Government Code Section 551.087, regarding Project Seville.
- c. Consultation with City Attorney pursuant to Texas Government Code Section 551.072, regarding the purchase, exchange, lease, or value of real property infrastructure needs for development, update on Water/Wastewater Master Plans.
- d. Consultation with City Attorney pursuant to Texas Government Code Section 551.071, regarding the economic development agreement with Hart Components.
- e. Consultation with City Attorney pursuant to Texas Government Code Section 551.071, regarding tax credit and bond funding agreement request and right-of-way abandonment request from the Foundry Development.
- f. Consultation with City Attorney pursuant to Texas Government Code Sections 551.071 and 551.072, regarding easement acquisition for the Airport Gravity Sewer Main project.
- g. Consultation with City Attorney pursuant to Texas Government Code Sections 551.071 and 551.072, regarding easement acquisition for the iMarket Sewer project.

At 9:45 p.m., Mayor Ariola reconvened the Council into open session. Mayor Pro Tem Cmerek attended the Executive Session remotely by video conference. No action was taken on the items discussed.

ADJOURN

With no further business Mayor Ariola declared the meeting adjourned at 9:45 p.m.

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 2.

Agenda Title: Consider approval of Ordinance 2025-34 approving the 2025 Amended and Restated Project and Financing Plan for Tax Increment Reinvestment Zone No. Two.

Council Action to be Taken: Approve on Consent Agenda.

Department Submitted: City Manager

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE / DESCRIPTION

To consider an ordinance approving an amendment to the project and finance plan to the Tax Increment Reinvestment Zone No. Two (TIRZ #2).

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

History and Background:

The City Council created Tax Increment Reinvestment Zone No. Two (“the Zone”) in 2021 through Ordinance No. 2021-30, as authorized by Chapter 311 of the Texas Tax Code. The Zone was expanded in 2022 by Ordinance No. 2022-23, and most recently, the boundaries were amended by Ordinance No. 2025-16 to exclude the property known as the Linde Site.

In compliance with the Texas Tax Code, a Project and Financing Plan for the Zone was previously adopted. The proposed 2025 Amended and Restated Project and Financing Plan reflects the updated Zone boundary, revised project costs, and financial projections.

Additionally, the City of Taylor and Samsung Austin Semiconductor LLC entered into a Tax Abatement Agreement on September 8, 2022, which supports major economic development efforts associated with the Zone. The proposed First Amendment to the Tax Abatement Agreement, dated June 30, 2025, updates provisions related to timing and administrative coordination consistent with current development milestones.

The TIRZ No. 2 Board of Directors met on October 23, 2025 and unanimously approved a

resolution amending and restating the Project and Financing Plan.

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

4. RECOMMENDATION

Staff recommends City Council's approval of the ordinance approving the amended and restated Project and Financing Plan.

5. FUNDING SOURCE

n/a

6. TIMELINE

7. OTHER OPTIONS

n/a

8. ATTACHMENTS

1. Ordinance - TIF Zone No Two Amended and Restated Project and Financing Plan
2. Exhibit A - 2025 Amended And Restated TIRZ No. 2 Project and Financing Plan
3. Presentation - TIRZ No. 2 Amended Project and Financing Plan

ORDINANCE NO. 2025-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, APPROVING THE 2025 AMENDED AND RESTATED PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NO. TWO, CITY OF TAYLOR, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted Ordinance No. 2021-30 designating Reinvestment Zone No. Two (“Reinvestment Zone No. Two”), to promote the development or redevelopment of the area, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”); and

WHEREAS City Council adopted Ordinance No. 2021-30 designating Tax Increment Reinvestment Zone No. Two (the “Zone”), as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”); and

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

WHEREAS in compliance with the Act, the City Council approved a Project and Financing Plan for Zone; and

WHEREAS, the City Council adopted Ordinance No. 2025-16 amending the boundaries of the Zone to exclude certain property known as the Linde Site from the Zone; and

WHEREAS in compliance with the Act the Board of Directors of the Zone has reviewed and recommends that the City Council approve the 2025 Amended and Restated Project and Financing Plan for the Zone attached hereto as Exhibit “A” (the “2025 Amended and Restated Project and Financing Plan”); and

WHEREAS the City Council after having reviewed the 2025 Amended and Restated Project and Financing Plan desires to approve the same.

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

SECTION 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. That the 2025 Amended and Restated Project and Financing Plan for Tax Increment Reinvestment Zone Number Two is hereby approved.

SECTION 3. That all ordinances of the City of Taylor, Texas, in conflict with the provisions of this Ordinance be, 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 4. That 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 5. This Ordinance shall take effect upon its passage as the law and charter in such cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, ON THIS THE 11TH DAY OF DECEMBER 2025.

CITY OF TAYLOR, TEXAS

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

Mark Schroeder, City Attorney
(PGS:9-19-25)

Exhibit “A”
2025 Amended and Restated Project and Financing Plan

EXHIBIT A

REINVESTMENT ZONE NO. TWO
CITY OF TAYLOR (the “TECHNOLOGY ZONE”)
AMENDED PROJECT AND FINANCING PLAN

June 5, 2025

1. INTRODUCTION

1.1 Authority and Purpose

The City of Taylor, a Texas Home Rule City (the “City”), has the authority under Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction (“ETJ”) of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the “City Council”) determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, the administration of one or more programs for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structure or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is “used for residential purposes” (defined by the Act as follows: “...property is used for residential purposes if it is occupied by a house having fewer than five living units ...”) or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Zone

The City Council adopted Ordinance No. 2021-30 creating a tax increment reinvestment zone known as “Reinvestment Zone No. Two, City of Taylor (the “Technology Zone”) (the “Zone”) that includes approximately 1,251.1 acres of land (the “Property”) Subsequently, the City Council adopted Ordinance No. 2022-23 expanding the boundaries of the Zone to include approximately 176.9205 acres and a revised total of 1,251.0510 acres of land as described in in **Appendix A**. Upon adoption of the ordinance described below, the Zone will exclude the Linde Site of approximately 7.72 acres of land resulting in a revised total of 1243.33 acres of land. The City Ordinance designating this Zone provided that the City will participate in the Zone by contributing annually up to 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. Following the adoption of Ordinance No. 2022-23 the City participation in the Zone was reduced to Ninety-Two- and One-Half percent (92.5%). The City Council has or intends to adopt an ordinance on May 21, 2025 amending the boundaries of the Zone to exclude 7.72 acres from the Zone known as the Linde Site and to conditionally reduce the City's contribution of the City's Tax Increment to the Zone 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 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 Developer dated April 30, 2025 (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 will be conditionally 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".

Samsung Austin Semiconductor LLC (the "Developer") has purchased the Property and will construct in phases in the Zone two new manufacturing facilities for semiconductor wafer fabrication with each facility consisting of one or more buildings containing a 300-millimeter semiconductor wafer (or successor technology) manufacturing plant containing not less than 6,000,000 square feet of space other ancillary plant facilities, required parking and landscaping and other improvements (sometimes referred to as the "Projects"). The Projects include the purchase and installation of machinery and equipment used in connection with the manufacturing, processing and fabricating semiconductors in cleanroom facilities, utility additions and support structures. The estimated cost of the Projects are more than \$35,000,000,000.

The Property is currently under development, and due to its size, location, and physical characteristics, the development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it was previously predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. The Developer completed voluntarily annexation into the City following the acquisition of the Property.

The Developer and the City have entered into the following agreements pursuant to Chapter 212 Subchapter G Texas Local Government Code to provide for development standards, uses and other development regulations pertaining to the development of the Property:

- Development Agreement dated November 29, 2021, between the City and the Developer, as amended by the First Amendment to the Development Agreement dated July 14, 2022;

- Project Funding Agreement dated July 15, 2022, between the City and the Developer.

The Developer and the City have also entered into the following agreements related to the Projects:

- Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement by and between the City and Developer, dated November 29, 2021 as amended by that certain First Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement by and between the City and Developer dated July 15, 2022 as amended by that certain Second Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement by and between the City and Developer, dated April 30, 2025.
- Development Review Reimbursement Agreement by and between the City and Developer, dated September 24, 2021, as amended by that certain First Amendment to Development Review Reimbursement Agreement by and between the City and Developer, dated July 15, 2022, as amended by that certain Second Amendment to Development Review Reimbursement Agreement by and between the City and Developer, dated April 30, 2025.

For purposes of the Zone, the “Improvements” or “Projects means one or more improvements constructed on the Property consisting of (i) buildings housing one or more 300-millimeter semiconductor wafer (or successor technology) manufacturing plants (each a “Plant”); (ii) other buildings and ancillary facilities constructed on the property supporting the operation of the Plants that are developed and used for purposes authorized by the Development Standards (as that term is defined in the Development Agreement, as amended, and (iii) such additional related improvements constructed on the Property including, but not limited to, required parking, landscaping and all other improvements constructed on the Property.

For purposes of the Zone, “Initial Improvements” or “Initial Projects” means one or more improvements constructed on the Property, consisting of (i) the first Plant constructed on the Land, commonly referred to as Fab 1 (“Fab 1”), which is to be owned and operated by Company or a Company Affiliate, (ii) subject to and contingent upon the Fab 2 Certificate being issued, the second Plant constructed on the Land, commonly referred to as “Fab 2” (“Fab 2”), which is to be owned and operated by Developer or a Developer Affiliate, and (iii) the other buildings and ancillary facilities constructed on the Property as supporting facilities for Fab 1 or, if constructed, Fab 2, which may be owned and/or operated by Developer or third parties, including, but not limited to, required parking and landscaping, and infrastructure such as water, wastewater, electrical, bulk gas and natural gas facilities. For clarity, for purposes of meeting the requirements that Developer obtain temporary or final certificates of occupancy for certain square feet of floor space, only those parts of the Initial Improvements that are owned by Developer shall count toward the square footage requirement.

There will be significant resources and services in addition to the current City level of services to (i) achieve the planned schedule for the development of the Property and the construction of the Initial Projects and (ii) to provide the expedited and prioritized review procedures described in

Articles IV and V of the Development Agreement, as amended. Developer will advance the funds to the City for services related to the receipt and review of applications for permits and/or inspections relating to compliance with applicable laws, ordinances, and regulations, to the extent related to and reasonably necessary for the development of the Initial Projects, including, but not limited to, review and amendment of City's Comprehensive Plan as reasonable and necessary to make the Comprehensive Plan consistent with the concept plan, thoroughfare alignments, impacts on surrounding land uses and the zoning regulations enacted to govern the development and use of the Property for the Initial Projects, building plan review, building inspections, construction plan review, construction inspection, site development plan review, site development inspection, subdivision plat reviews, subdivision improvement plans review, subdivision improvement inspections and similar related services related to and reasonably necessary for the development of the Initial Project ("Development Review Services"). The costs to be incurred by City by third party contractor(s) and/or temporary full-time and part-time City employees for Development Review Services are referred to as the Development Review Costs.

On September 24, 2021, the Developer and City entered that certain Development Review Reimbursement Agreement ("DRRA") pursuant to which Developer deposited with City the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00), which was the amount estimated by the City in Development Review Costs to be incurred by City during the first six (6) months following the effective date of the DRRA (the "Initial Deposit") not later than (i) ten (10) business days after the date of Developer's voluntary petition for annexation, or (ii) if Developer provides written notice to City that Developer desires City to provide Development Review Services prior to said date, then not later than ten (10) business after City's receipt of such written notice from Developer, which notice shall specify the date for the commencement of such Development Review Services. Each and every time during the term of the DRRA the balance of the Review Cost Escrow fell below One Hundred Thousand and No/ 100 Dollars (\$100,000.00), not later than ten (10) business days after receipt of a written request from City, the Developer was to deposit via electronic funds transfer into the Review Cost Escrow such additional sums as necessary to return the balance of the Review Cost Escrow to One Hundred Thousand and No/100 Dollars (\$100,000.00) (each an "Additional Deposit"); provided, however, the Developer's obligation to make payments to the Review Cost Escrow shall not exceed an aggregate amount (including the Initial Deposit and all Additional Deposits) of Ten Million and No/100 Dollars (\$10,000,000.00), unless the Developer agrees otherwise. On July 14, 2022, the City and the Developer entered into the First Amendment to the DRRA which increased the required deposit by the Developer to \$1,000,000 and to require additional deposits when the balance of the Review Cost Escrow falls below \$200,000 to return the balance of the Review Cost Escrow to \$200,000.

City intends to repay to Developer the funds expended by City for Development Review Services pursuant to the DRRA for the Initial Improvements without the accrual of any interest, from the tax increment from the Zone beginning on the sixth (6th) anniversary of the Commencement Date (hereinafter defined) and continue such repayment on an annual basis until the sixteenth (16th) anniversary of the Commencement Date (the "DRRA Payments").

On April 30, 2025 the City and Developer entered the Second Amendment to the DRRA which requires City to perform the Development Review Services relating to the Initial Project at certain levels and within certain time frames which represent an expedited and heightened level of

performance beyond what is required for similar actions by City generally. The Developer's obligations in that Agreement to fund the Review Cost Escrows are made in consideration of and to facilitate City's performance of the Development Review Services; more specifically, in the case of the Developer Review Cost Escrow, with respect to those portions of the Initial Improvements that are owned by Developer, and in the case of the Third Party Review Cost Escrow, with respect to those portions of the Initial Improvements that are owned by third parties ("Third Party Improvements"). City shall repay Developer amounts expended from the Developer Review Cost Escrow in accordance with the Second Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement by and between the City and Developer, dated April 30, 2025. The total of such repayments not to exceed (i) Nine Million U.S. Dollars (\$9,000,000.00) if Developer meets the Equipment Threshold (as defined below) and (ii) Five Million U.S. Dollars (\$5,000,000.00) if Developer does not meet the Equipment Threshold. The "Equipment Threshold" means Developer has installed and commissioned equipment, i.e., has completed a safety level two inspection, in connection with the Project, costing in the aggregate at least Two Billion U.S. Dollars (\$2,000,000,000) by December 31, 2026. City is not required to repay amounts expended from the Third Party Review Cost Escrow for Third Party Development Review Costs other than Third Party Development Review Costs that are City Out-of-Pocket Expenses under Section 3.2(e) of the DRRA, as amended.

The first DRRA Payment is due on the Annual Payment Date following the sixth (6th) anniversary of the Commencement Date (the earlier of (i) December 31, 2022, and (ii) the date a certificate of occupancy is issued by the City for occupancy of not less than six (6) million square feet of Improvements by Developer following the completion of the Annexation; provided, however, that the Developer may, at its sole discretion and sole option, elect to delay the Commencement Date by up to one (1) year by delivering a notice to the City) and each DRRA Payment thereafter being due on the Annual Payment Date of each calendar year thereafter until the Annual Payment Date following the thirtieth (30th) anniversary of the Commencement Date (the "Final Payment" with the due date of the Final Payment being the "Final Payment Date").

The amount of each DRRA Payment shall, subject to the Maximum DRRA Payment Amount, be equal to the balance of Tax Increment remaining on deposit in the Tax Increment Fund on the Annual Payment Date after (i) payment of the administrative costs described in Section 3.2(a)(i) of the Tax Increment Reinvestment Zone No. Two Economic Development Agreement, and Chapter 380 Economic Development Incentive Agreement, as amended and the Annual Grant and (ii) subtracting \$50,000 (being the minimum balance required to be retained in the Tax Increment Fund described in Section 3.2(a)(ii)) of the Tax Increment Reinvestment Zone No. Two Economic Development Agreement, and Chapter 380 Economic Development Incentive Agreement, as amended. In addition, as an additional payment of the DRRA Payments and subject to the Maximum DRRA Payment, City will, on an annual basis beginning the on the Annual Payment Date following the sixth (6th) anniversary of the Commencement Date and continuing until the Annual Payment Date following the thirtieth (30th) anniversary of the Commencement Date, pay Developer from its general funds (or from such other funds of the City as may be legally set aside consistent with Article III, Section 52(a) of the Texas Constitution), an economic development grant pursuant to its authority under Chapter 380 of the Texas Local Government Code, as amended, with such grant in an amount up to ten percent (10%) of the real property taxes assessed

on the Linde Site and improvements and collected for each tax year after removal of the Linde Site from the Zone.

Following City's Final Payment as described above, if there is remaining unpaid balance of Reimbursable Expenses (taking into account all DRRA Payments made and subject to the Maximum DRRA Payment), then City shall promptly pay such remainder from its general funds (or from such other funds of the City as may be legally set aside consistent with Article III, Section 52(a) of the Texas Constitution), as an economic development grant to Developer pursuant to the City's authority under Chapter 380 of the Texas Local Government Code, as amended.

Under the Tax Increment Reinvestment Zone No. Two Economic Development Agreement, and Chapter 380 Economic Development Incentive Agreement, as amended the City will provide thirty (30) annual grants equal to certain percentages of the City real property taxes assessed by the City against the Property and the improvements (owned by Developer) and collected by the City to be funded by the tax increment from the Zone (the "Annual Grants"). The Annual Grants are the following percentages of the City real property taxes assessed by the City against the Property owned by Developer in the Zone:

<u>Grant Year</u> (Tax Year following Commencement Date)	<u>Percentage</u>
1-10	92.5%
11-20	90%
21-30	85%

For purposes of the Annual Grants a "Grant Year" means a given Tax Year except that the "First Grant Year" shall mean the Tax Year following the calendar year in which the Commencement Date occurs.

The amount of each Annual Grant shall be the lesser of: (i) an amount equal to the percentage set forth in the grant schedule above for the respective Grant Year, of the ad valorem taxes assessed against the Improvements and the Property and collected by the City for the applicable Grant Year; and (ii) the available tax increment from the Zone, after consideration and deduction of the tax increment fund priorities set forth below.

Tax Increment Fund Priorities:

(a) The funds deposited in the Tax Increment Fund from the Reinvestment Zone shall only be used for the following and shall be applied in the following order of priority:

- (i) the allocation of the reasonable administrative costs of the Reinvestment Zone, not to exceed \$50,000.00 per year;
- (ii) the allocation of the maintenance of a minimum balance of \$50,000.00 in the Tax Increment Fund; and
- (iii) Annual Grant payments to Developer;
- (iv) DRRA Payments to Developer;

Developer is required to submit a payment request for the Annual Grant with respect to a particular Grant Year on or after March 1 of the calendar year that follows such Grant Year, but no later than 180-days after March 1 of the calendar year that follows such Grant Year, beginning March 1 of the calendar year following the First Grant Year. Such Annual Grants shall be paid by the City to Developer by the Annual Payment Date (June 1 of the calendar year) beginning with the Annual Payment Date that occurs in the first full calendar year following the First Grant Year, provided the City has timely received prior to the delinquency date the City ad valorem taxes assessed against the Improvements and the Property in full for the respective Grant Year (i.e., the Tax Year immediately preceding the year in which an Annual Grant is to be made. The last Annual Grant will be paid with respect to the thirtieth (30th) Grant Year, on the Annual Payment Date that occurs after the thirtieth (30th) Grant Year. If the Developer fails to timely submit a payment request for an Annual Grant, such failure shall not constitute a breach or default of this Agreement but operates as a forfeiture of such Annual Grant for such Grant Year. If a forfeiture occurs for any Grant Year as provided in the previous sentence, the Developer will remain eligible to receive the Annual Grants for the remaining Grant Years provided the Developer is not otherwise in breach or default of this Agreement or an agreement related to the project.

If the Initial Improvements, and other projects are financed as contemplated by this Project and Financing Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City and Williamson County an economically beneficial manufacturing facility.

1.4 Preliminary Plan and Hearing

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and held a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the proposed Zone, the boundaries of the proposed Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of the Property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the Preliminary Plan dated September 9, 2021 (the “Preliminary Plan”), the purpose of which was to describe, in general terms, the public and private improvements and projects that are being undertaken and financed by the Zone. A description of how such improvements and projects will be undertaken and financed were determined by this Final Plan, which was approved by the Board (hereinafter defined) on September 30, 2021, and by the City Council on October 14, 2021. This description remains unchanged except for the amendment to the Zone excluding the Linde Site.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council adopted an ordinance in accordance with the Act creating the Zone as (1) the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably

foreseeable future, (2) that the Zone is feasible, and (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City. Among other provisions required by the Act, the ordinance creating the Zone appointed a Board of Directors for the Zone (the “Board”). These actions were followed as applicable for the amendments to the Zone described above.

1.6 Board Recommendations

After the creation of the Zone, the Board reviewed the Preliminary Plan and approved and recommended to the City Council this Final Project and Financing Plan for Reinvestment Zone No. Two (the “Final Plan”). The City Council approved the Final Plan by ordinance following the Board’s recommendation on October 14, 2021. This amendment to the Final Plan has been reviewed by the Board and has been recommended to the City Council to adopt this Amended Project and Financing Plan.

1.7 Council Action

The City Council adopted an ordinance designating the Zone, appointing the Board and after taking into consideration the recommendations of the Board, approved the Final Plan. These actions were followed as applicable for the amendments to the Zone and this amendment to the Final Plan.

2. DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located in Williamson County in the City. The Property was, at the time of the adoption of the initial Final Plan, undeveloped, so the then current uses of the Property included agricultural, ranching, and related uses. The Property had limited public infrastructure to support the Projects. Development of the Projects will require public infrastructure and water and wastewater facilities which are not to be funded by the Zone Tax Increment hereinafter defined. A map of the Property and the amended Zone is shown on **Appendix B**. The Zone as amended now excludes the Linde Site as described in **Appendix B**.

2.2 Proposed Uses

The proposed use of the Property are manufacturing facilities to fabricate semiconductors and other related technology as further described in Section 1.3 above and is being developed pursuant to that certain Development Agreement, as amended.

2.3 Property Description

The property included in the Reinvestment Zone No. Two will be an area of approximately 1,251.1 acres, generally located Southwest of downtown Taylor, Texas, in an area South of State Highway 79, North of County Road 1660, East of County Road 3349, and West of Farm to Market Road 973 in the city limits of the City of Taylor, and would include the properties listed by Williamson

Central Appraisal District Property Identification Numbers as set forth in **Appendix A**. The Zone property now excludes the 7.72 acre Linde Site.

3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

The Property is wholly located in the city limits of the City and will be subject to the Development Agreement, as amended. As part of the annexation the City changed the zoning from the temporary zoning classification for the Property to planned development for proposed uses for the Project, including amendments to the City Master Comprehensive Plan. In addition, Exhibit B to the Development Agreement contains the following development standards.

Development Standards

The following minimum development standards shall apply to the Land (as defined in the Development Agreement).

I. Land Uses

A. The Land may be developed and used for the Project and the following purposes:

1. All land uses permitted within a Heavy Industrial Districts (M-2) as set forth in the Zoning Ordinance as of the Effective Date;
2. All land uses for which a specific use permit may be obtained within a Heavy Industrial Districts (M-2) as set forth in the Zoning Ordinance as of the Effective Date but not including sexually oriented businesses; provided, however, approval of a specific use permit prior to the commencement of such use shall not be required; and
3. A commissary or restaurant providing food service use to employees and guests of the owner of the Land that is not open and accessible to the public shall be considered a permitted accessory use.
4. A residential use providing lodging for employees and guests of the owner of the Land that is not open and accessible to the public shall be considered a permitted accessory use, provided however, that the number of such units be limited to twenty-five (25) units, each of which may accommodate a maximum of two (2) guests. The Company shall be responsible for collecting and paying state and local hotel occupancy taxes on any lodging units for which the Company charges a fee to use in accordance with applicable state law and the City's ordinances.
5. For purposes of the Zoning Ordinance, provided the Land is developed in accordance with these Development Standards, the Project shall not be a use which could potentially create a problem to the environment due to emissions, visual quality, odor, noise, hazard, or similar factors such that the Project.

B. For purposes of the application of Section 3.3.3 of the Zoning Ordinance to the development and use of the Land, the Company shall be deemed to be in compliance with said

Section 3.3.3 so long as the Company is in substantial compliance with applicable provisions of state and federal laws and regulations relating to air quality and emissions and the provisions of all air quality permits issued by to the Company by the TCEQ in association with operation of the Project.

II. Maximum Height

The maximum height of buildings and other structures constructed on the Land shall not exceed fifty (50) feet subject to the following:

1. The height of a building or structure may exceed 50 feet at the rate of two (2) feet for every, one (1) foot that the building or structure is setback from the Perimeter Buffer (described below); and
2. In no case shall the height of any building or structure exceed two hundred and fifty (250) feet.

For the avoidance of doubt, no restriction in the Taylor Municipal Airport Height Hazard Zoning Regulations (i.e., Appendix A, Code of Ordinances) applies to the Project notwithstanding Section 14 to Appendix A, Code of Ordinances; provided, however, such exemption from the application of the Taylor Municipal Airport Height Hazard Zoning Regulations to the Project or the Land does not otherwise exempt the development and use of the Land from applicable federal or state laws and regulations.

III. Signs

One freestanding monument sign may be located at each entrance driveway into the Project, the sign area of which shall not exceed an area of sixty (60) square feet on each sign face; the height of which shall not exceed six (6) feet, and the length of which shall not exceed ten (10) feet).

IV. Site Development Regulations

There shall be a fifty (50) foot building setback from the property line (the "Perimeter Buffer"). For the avoidances of doubt, the setback may overlap with any easement property. Fences and any security or utility facilities or structures may be located within the Perimeter Buffer but shall in any case be set back a sufficient distance from the edge of any roadway to prevent creating a visual obstruction to operators of vehicles or pedestrians entering or exiting the Land. This exemption includes, but is not limited to, (i) electrical substations, (ii) guard houses, (iii) security towers, (iv) hike, bike, or any nature trail or natural features.

V. Parking

A. The only parking requirement is that the Land shall be developed with sufficient parking so that workers and visitors to the Land shall not be required to park on any street adjacent to the Land.

B. No parking study shall be required.

C. Truck bays and parking shall be of sufficient distance from the property lines such that no stacking or parking of commercial trucks entering the Land on the Perimeter Roadway Easements occurs.

VI. Landscaping

A perimeter landscaped buffer shall be required to be developed on the Land as depicted below and in accordance with the following:

Scenario 1

For the portions of the Land abutting the Perimeter Roadway Easements, County Road ("CR") 401, and CR 404 as of the effective date of this Agreement, landscaping standards described in Scenario 1 shall apply.

Scenario 2

For the portions of the Land abutting Farm-to-Market Road 973 and other public roadways not described in Scenario 1, above, or the portions of the Land abutting tracts that are not located within (i) an M-1 or M-2 Zoning District or (ii) within a Planned Development Zoning District that authorizes the property to be developed and uses for purposes only authorized by right or following approval of a specific use permit with an M-1 or M-2 Zoning District, landscaping standards described in Scenario 2 shall apply. Scenario 2 landscaping standards shall not be applicable to portions of the Land located adjacent residentially or commercially zoned tracts with an existing, primary land use of agriculture or residential with a density of less than 1 unit per 10 acres.

Scenario 3

For the portions of the Land abutting undeveloped land, or land with an existing primary land use of agriculture or residential with a density of less than 1 unit per 10 acres as of the date of this Agreement, landscaping standards described in Scenario 3 shall apply.

When abutting undeveloped property, or property with an existing primary land use of agriculture or residential with a density of less than one (1) unit per ten (10) acres, is developed and/or redeveloped and zoned to a zoning district other than (i) and M-1 or M-2 Zoning District, or (ii) a Planned Development zoning district that authorizes the property to be developed and used for purposes only authorized by right or following approval of a specific use permit with an M-1 or M-2 Zoning District, Company shall have six (6) months from the earlier of the time the first Certificate of Occupancy (CO) is issued for the abutting property's development or the date that the first phase of Subdivision Improvements are accepted by the City Council to comply with the Scenario 2 landscaping standards described herein. City shall have the right, not earlier than ten (10) days after delivery of written notice to the Company, to suspend issuance of any site

development permits and/or performance of any inspections associated with development of the Land until compliance with this paragraph is obtained

Notwithstanding anything in this Section VI to the contrary, (a) the Company shall have no landscaping obligation until a site development permit is approved for a portion of the Land that abuts the triggering properties described in Scenarios 1, 2, or 3; and (b) once a landscaping obligation is triggered by such a site development permit, the obligation to landscape shall only be applicable to the area abutting the triggering property.

VII. Tree Survey and Preservation

The City shall not prohibit the removal of trees on the site outside of the Perimeter Buffer. Tree survey, preservation and mitigation requirements shall apply only to trees that are nineteen inches (19") in diameter or greater measured at a height of 24-inches from the ground.

VIII. Block Length

Notwithstanding anything to the contrary in the Subdivision Ordinance, there shall be no maximum block length within the Land.

IX. Noise

The maximum allowable sound pressure level measured along each property line shall be based on the hourly Ldn measurement methodology, adjusted as follows for the zoning designation for the adjoining property:

- 1.) Commercial Zoning Sound Pressure Level – 65 DBA
- 2.) Industrial Zoning Sound Pressure Level – 70 DBA

These measurements should be made at the property line using the DNL (Ldn) measurement technology.

X. Helicopter Landing Sites

A maximum of two (2) helicopter landing sites will be allowed at the site.

XI. Impervious Cover

There shall be no impervious cover requirements on the Land.

XII. Construction Codes

As defined in Section 2.01 of the Development Agreement.

The First Amendment to the Development Agreement provided for the construction of the planned second fabrication facility.

4. RELOCATION OF DISPLACED PERSONS

4.1 No Relocation Necessary

No persons were displaced and needed relocation due to the creation of the Zone or implementation of the Final Plan, as amended herein.

5. ESTIMATED NON-PROJECT COSTS

5.1 List of Non-Project Costs

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The total non-project costs are estimated to be more than \$35,000,000,000.

6. PROPOSED IMPROVEMENTS

6.1 Categories of Improvements

The proposed improvements not to be financed by the Zone include offsite water improvements, offsite wastewater treatment plant, roadways, building structures and related real personal property, and machinery and equipment, which shall be designed and constructed in accordance with the Development Agreement, as amended, and all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. The Developer's proposed Project Improvements are to be financed in part through the Annual Grants are described above. In addition, the City and the Board will have the option to allow for additional funds generated by the Zone to be used to fund the costs of additional roadways, other related public infrastructure, their associated maintenance costs and to promote economic development activities that promote the Zone ("Additional Improvements"). At this time, it is not anticipated that any Zone funds will be used for these Additional Improvements.

6.2 Locations of the Improvements

The proposed Project Improvements will be in the Zone subject to the Development Agreement, as amended, which may be revised, with the approval of the Mayor or designee, from time to time without amending the Final Plan.

7. ESTIMATED PROJECT COSTS

7.1 Project Costs

The total costs of the Developer's Project in the Zone to be financed in part by the Zone Tax Increment are the estimated amount of the thirty (30) Annual Grants in the amount of \$801,362,920, the repayment of the Development Review Costs from the Zone Tax Increment are now subject to the Maximum DRRA Payment Amounts described above, and the costs of administering the Zone in the amount of \$405,681 (the "Project Costs") and are estimated to be \$805,481,728.

7.2 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the city to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the costs of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are set forth in the Zone Priority set forth above.

7.3 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone creates a new increment of real property tax revenue and through the duration of the Zone. It is estimated the Project Costs will be incurred during calendar years 2022 through 2052, as shown on **Appendix D**.

8. ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of this Preliminary Plan, economic feasibility was evaluated over the term of the Zone, as shown in the analyses included as **Appendix D**. This evaluation focuses on only direct financial benefits (i.e., ad valorem tax revenues from the expenditure of the Project Costs in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$857,072,642 in total new City real property tax revenue. This projection is slightly less based on the exclusion of the 7.72 acre Linde Site. The City, as a participant, will benefit from the new development within the Zone and will retain approximately \$39,305,642 in net additional real property tax revenue. The remaining additional revenue will be deposited in the TIRZ Fund to pay Project Costs.

The analyses show a portion of the new real property tax revenue generated by the Zone will be retained by the City. The remainder of the new real property tax revenue generated within the

Zone will be available to pay other Project Costs, until the Zone expires or is otherwise terminated. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the City. Based on the foregoing, the feasibility of the Zone has been demonstrated. The plan for the development for the Improvements is economically feasible.

9. ESTIMATED BONDED INDEBTEDNESS

9.1 No Estimated Bonded Indebtedness

No bonded indebtedness issued by the City pursuant to the Act is contemplated.

10. APPRAISED VALUE

10.1 Current Appraised Value

The total appraised value of taxable real property in the Zone as of the adoption of the Final Plan is \$21,845,265 from 2025 on, as shown in **Appendix A**, which represents the Tax Increment Base, (the “Tax Increment Base”) of the Property as determined by the Williamson Central Appraisal District in accordance with Section 311.012(c) of the Act. The new total appraised value excludes the 7.72 acre Linde Site. The projected total appraised value of the taxable real property in the Zone as of January 1, 2025, is \$1,850,107,718 less the projected total appraised value of the Linde Site of \$291,000,000 resulting in a total appraised value of taxable real property in the Zone of \$1,559,107,718.

10.2 Estimated Captured Appraised Value

The amount of the City’s tax increment for a year during the term of the Zone is the amount of property taxes assessed and collected by the City for that year on the captured appraised value of the Property and the Improvements less the Tax Increment Base of the Property, (the “Captured Appraised Value”). The Tax Increment Base of the Property is the total taxable value of the Property for the year in which the Zone was designated, as stated in **Section 10.1**. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be \$1,765,462,453, as shown on **Appendix D**. This estimate has been updated to exclude the 7.72 acre Linde Site.

At the estimated time (year 2026) that the Initial Improvements are completed, the Captured Appraised Value will be \$4,115,462,453 as shown on **Appendix D**. This estimate has been updated to exclude the 7.72 acre Linde Site. The actual Captured Appraised Value, as certified by the Williamson Central Appraisal District will, for each year, be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan, as amended herein.

11. METHOD OF FINANCING

The Developer and City have entered into that certain Tax Increment Reinvestment Zone No. Two Economic Development Agreement, and Chapter 380 Economic Development Incentive

Agreement, as amended pursuant to which the City will provide thirty (30) annual grants equal to certain percentages of the City real property taxes assessed by the City against the Property and the improvements and collected by the City to be funded by the tax increment from the Zone (the “Annual Grants”) as described above.

The City may amend the Final Plan in compliance with the Act, including but not limited to what is considered a Project Cost.

12. DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence on the creation of the Zone, and shall continue until December 31, 2054, unless otherwise terminated in accordance with the Act.

12.2 Termination

The Zone will terminate December 31, 2054. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

APPENDIX A

The Property

Property ID	Legal Description	Acres	
2021 Parcels Added to TIRZ			2021 Taxable Value
R019409	AW0800 LEE, T.B. SUR., ACRES 12.400	12.4000	\$ 132,758
R019700	AW0631 TYLER, B.J. SUR., ACRES 17.000	17.0000	\$ 226,823
R020073	AW0631 TYLER, B.J. SUR., ACRES 2.000	2.0000	\$ 32,686
R019412	AW0800 LEE, T.B. SUR., ACRES 8.000	8.0000	\$ 85,392
R019701	AW0631 TYLER, B.J. SUR., ACRES 10.000	10.0000	\$ 133,425
R020074	AW0631 TYLER, B.J. SUR., ACRES 2.000	2.0000	\$ 166,836
R019411	AW0800 - LEE, T.B. SUR., ACRES 158.185	158.1850	\$ 1,433,789
R430327	AW0800 - LEE, T.B. SUR., ACRES 1.5	1.5000	\$ 13,596
R430327	AW0484 - NOBLES, W. SUR., ACRES 5	5.0000	\$ 45,320
R019702	AW0632 - TYLER, L.A. SUR., ACRES 94.76	94.7600	\$ 1,163,671
R020075	AW0632 TYLER, L.A. SUR., ACRES .50	0.5000	\$ 4,899
R019408	AW0800 LEE, T.B. SUR., ACRES 62.0	62.0000	\$ 643,002
R019261	AW0318 H.T. & B.R.R. CO. SUR., ACRES 83.33	83.3300	\$ 826,633
R019977	AW0318 H.T. & B.R.R. CO. SUR., ACRES 1.0	1.0000	\$ 67,215
R019262	AW0318 H.T. & B.R.R. CO. SUR., ACRES 70.3855	70.3855	\$ 711,405
R092013	AW0318 H.T. & B.R.R. CO. SUR., ACRES 1.0	1.0000	\$ 48,902
R019706	AW0636 TYLER, G.W. SUR., ACRES 95.750	95.7500	\$ 1,095,021
R020076	AW0636 TYLER, G.W. SUR., ACRES 1.000	1.0000	\$ 64,762
R019209	AW0923 EBBERLY, J. SUR., ACRES 59.0	59.0000	\$ 539,791
R019237	AW0315 H.T. & B.R.R. CO. SUR., ACRES 79.49	71.7700	\$ 893,088
R594305	AW0315 - H.T. & B.R.R. CO. SUR., 5.30 ACRES	5.3000	\$ 149,190
R019965	AW0315 - H.T. & B.R.R. CO. SUR., 2 ACRES	2.0000	\$ 385,150
R019230	AW0315 - H.T. & B.R.R. CO. SUR., ACRES 142.7, [MH R574023]	142.7000	\$ 1,654,153
R019705	AW0634 TYLER, G.N. SUR., ACRES .879	0.8790	\$ 114,420
R577898	AW0315 AWO315 - H.T. & B.R.R. CO. SUR., ACRES 0.86	86.0000	\$ 7,338
R019264	AW0318 H.T. & B.R.R. CO. SUR., ACRES 35.85	35.8500	\$ 445,186
R019263	AW0318 H.T. & B.R.R. CO. SUR., ACRES 7.470	7.4700	\$ 159,208
R107030	AW0318 H.T. & B.R.R. CO. SUR., ACRES 21.63	21.6300	\$ 363,665
R019412	AW0800 LEE, T.B. SUR., ACRES 8.001	8.0010	\$ 85,392
Total 2021		1,066.4105	\$ 11,692,716
2022 Parcels Added to TIRZ			2022 Taxable Value
R019703	AW0634 TYLER, G.N. SUR., ACRES 92.0	92.0000	\$ 4,931,230
R331121	AW0923 EBBERLY, J. SUR., ACRES 8.718	8.7180	\$ 468,158
R331122	AW0923 EBBERLY, J. SUR., ACRES 35.195	35.1950	\$ 1,888,739
R331120	AW0923 AWO923 - EBBERLY, J. SUR., ACRES 6.691	6.6910	\$ 359,172
R331123	AW0923 EBBERLY, J. SUR., ACRES .50	0.5000	\$ 108,165
R019223	AW0923 EBBERLY, J. SUR., ACRES 10.0165	10.0165	\$ 1,184,171
R338860	AW0923 EBBERLY, J. SUR., ACRES 1.0	1.0000	\$ 534,043
R019235	AW0315 H.T. & B.R.R. CO. SUR., ACRES 7.43	7.4300	\$ 338,234
R327085	AW0315 H.T. & B.R.R. CO. SUR., ACRES 1.0	1.0000	\$ 340,637
Parcel 10	ROW	14.3700	\$ -
Total 2022		176.9205	\$ 10,152,549
District Total		1,243.3310	\$ 21,845,265
Source: Williamson County Appraisal District			

PARCEL 1
(Northwestern Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19

SURVEY



PARCEL 1
(Northwestern Area)

LEGAL DESCRIPTION

A 372.76 acres (16,237,212 square feet), tract of land, lying within the Lucius A. Tyler Survey, Abstract 632, the Thomas B. Lee Survey, Abstract 800, the Watkins Nobles Survey, Abstract 484 and the Benjamin J. Tyler Survey, Abstract 631, Williamson County, Texas, and being all of a called 95.260 acre tract, conveyed to Brandon Roznovak and wife, Abby Roznovak in Document No. 2014074516, Official Public Records of Williamson County, Texas, all of the remainder of a called 62 acre tract, conveyed to Larry Gene Hamann in Document No. 2006104445, Official Public Records of Williamson County, Texas, all of a called 164.685 acre tract, conveyed to The Eugene R. and Judy A. Kanak Living Trust in Document No. 2015101314, Official Public Records of Williamson County, Texas and all of a called 51.4 acre tract, conveyed to Harvey Bill Hehman and described in Volume 366, Page 282, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with "BRYAN TECH" cap found for the southeastern corner of said 95.260 acre tract also being the point of intersection of the northern right of way line of County Road 404 with the western right of way line of County Road 401, for the **POINT OF BEGINNING** and the southeastern corner of the herein described tract;

THENCE, with the southern line of said 95.260 acre tract and also being the northern right-of-way line of County Road 404, N 82° 10' 39" W, a distance of 1359.65 feet to a 1/2" iron rod found for the southwestern corner of said 95.260 acre tract and also being the southeastern corner of said remainder of 62 acre tract;

THENCE, with the southern line of said remainder of 62 acre tract and also being the northern right-of-way line of County Road 404, N 82° 09' 52" W, a distance of 871.92 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 62 acre tract and also being the southeastern corner of said 164.685 acre tract;

THENCE, with the southern line of said 164.685 acre tract and also being the northern right-of-way line of County Road 404, N 82° 01' 09" W, a distance of 2546.24 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.685 acre tract and also being an ell corner of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 164.685 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a found post for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with Sam Surveying cap found for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.685 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.685 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.685 acre tract, the northwestern corner of said remainder of 62 acre tract and also being the southwestern corner of said 51.4 acre tract;

THENCE, with the western line of said 51.4 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a Post found for the northwestern corner of said 51.4 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

THENCE, with the northern line of said 51.4 acre tract and also being the southern line of said 79.74 acre tract, S 82° 46' 28" E, a distance of 2283.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.4 acre tract, the southeastern corner of said 79.74 acre tract and also being on the western right of way line of County Road 401, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 51.4 acre tract and also being the western right of way line of County Road 401, S 07° 34' 17" W, a distance of 990.46 feet to a 6" Wood Post found for the southeastern corner of said 51.4 acre tract and also being the northeastern corner of said 95.260 acre tract;

THENCE, with the eastern line of said 95.260 acre tract and also being the western right of way line of County Road 401, S 08° 05' 03" W, a distance of 3031.44 feet to the **POINT OF BEGINNING**.

Containing 372.76 acres or 16,237,212 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.

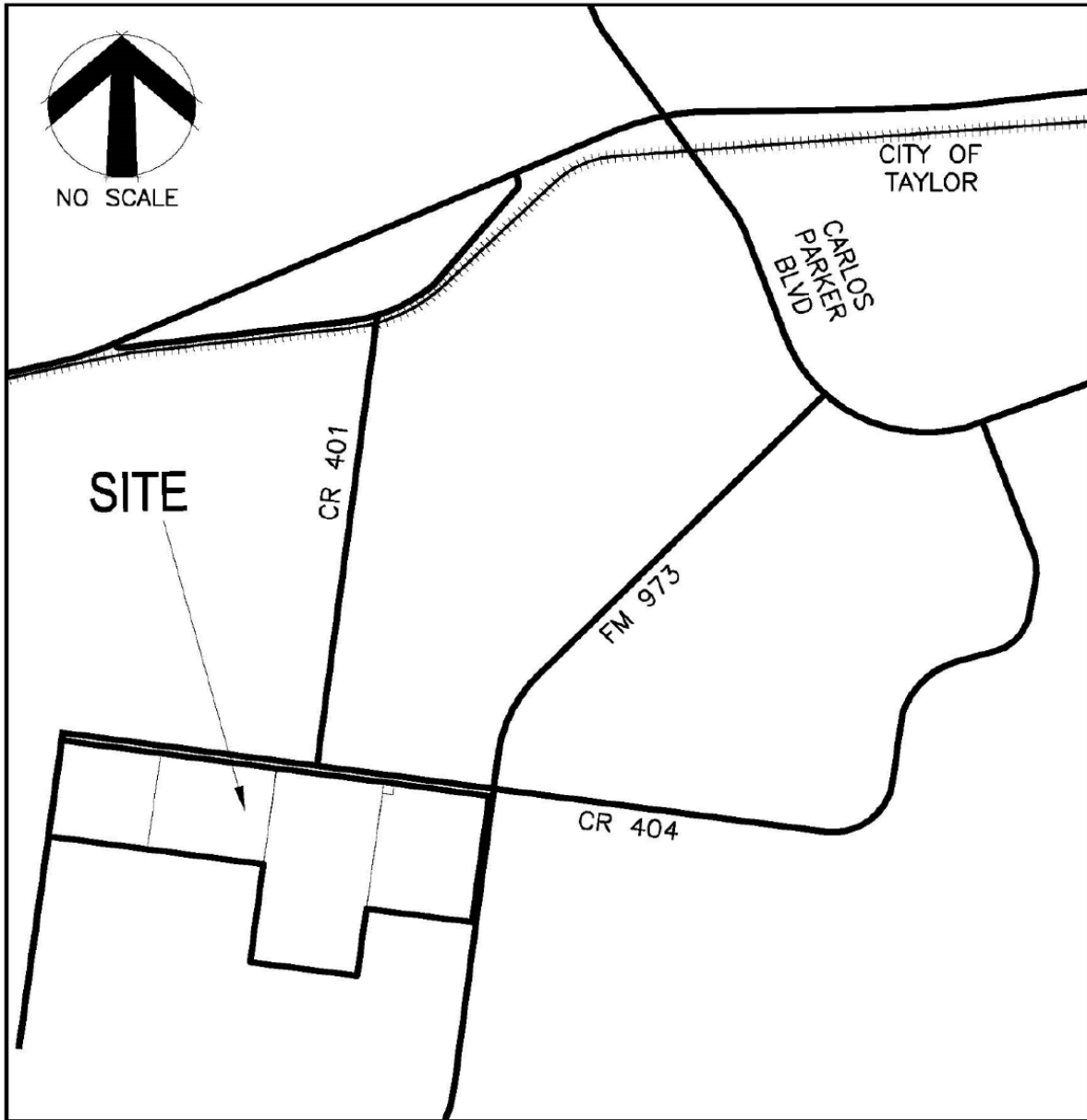
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TBPE LS Firm No. 10193726



08/24/2021

PARCEL 2
(South Central Area)

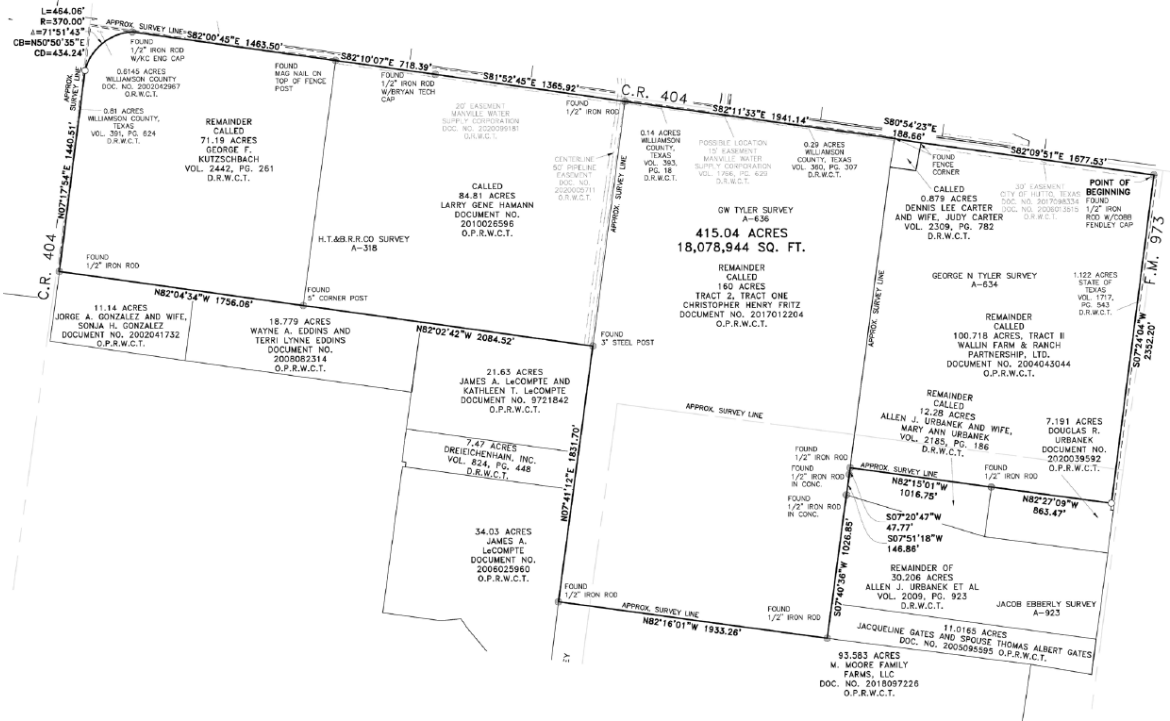
VICINITY MAP



VICINITY MAP

N.T.S. ¹⁹

PARCEL 2
(South Central Area)
SURVEY



PARCEL 2
(South Central Area)

LEGAL DESCRIPTION

A 415.04 acre (18,078,944 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 318, the GW Tyler Survey, Abstract 636, the George N. Tyler Survey, Abstract 634 and the Jacob Ebberly Survey, Abstract 923, Williamson County, Texas, and being all of the remainder of a called 100.718 acre tract, (Tract II) conveyed to Wallin Farm & Ranch Partnership, Ltd. in Document No. 2004043044, Official Public Records of Williamson County, Texas, all of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, all of a called 84.81 acre tract, conveyed to Larry Gene Hamann in Document No. 2010026596, Official Public Records of Williamson County, Texas, all of a called 0.879 acre tract, conveyed to Dennis Lee Carter and wife, Judy Carter in Volume 2309, Page 782, Deed Records of Williamson County, Texas and all of the remainder of a called 71.19 acre tract, conveyed to George F. Kutzschback in Volume 2442, Page 261, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said remainder of 100.718 acre tract and also being the intersection point of the western right of way line of Farm to Market Road 973 (R.O.W. varies) with the southern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northeastern corner of the herein described tract;

THENCE, with the eastern line of said remainder of 100.718 acre tract and also being the western right of way line of Farm to Market Road 973, S 07° 24' 04" W, a distance of 2352.20 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southeastern corner of said remainder of 100.718 acre tract and also being on the most northern northeastern corner of a called 7.191 acre tract, conveyed to Douglas R. Urbanek in Document No. 2020039592, Official Public Records of Williamson County, Texas, for the southeastern corner of the herein described tract;

THENCE, with the southern line of said remainder of 100.718 acre tract and also being the northern line of said 7.191 acre tract, N 82° 27' 09" W, a distance of 863.47 feet to a 1/2" iron rod found, for the northwestern corner of said 7.191 acre tract and also being the northeastern corner of the remainder of a called 12.28 acre tract, conveyed to Allen J. Urbanek and wife, Mary Ann Urbanek in Volume 2185, Page 186, Deed Records of Williamson County, Texas;

THENCE, with the southern line of said remainder of 100.718 acre tract and also being the northern line of said remainder of 12.28 acre tract, N 82° 15' 01" W, a distance of 1016.75 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 100.718 acre tract, the northwestern corner of said remainder of 12.28 acre tract and also being on the eastern line of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas;

THENCE, with a eastern line of said remainder of 160 acre tract and also being the western line of said remainder of 12.28 acre tract, the following two (2) courses and distances:

1. S 07° 20' 47" W, a distance of 47.77 feet to a 1/2" iron rod in concrete found;
2. S 07° 51' 18" W, a distance of 146.86 feet to a 1/2" iron rod in concrete found for the southwestern corner of said remainder of 12.28 acre tract and also being the northwestern corner of the remainder of a called 30.206 acre tract, conveyed to Allen J. Urbanek Et Al in Volume 2009, Page 923, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said remainder of 160 acre tract, being the western line of said remainder of 30.206 acre tract and also being the western line of a called 11.0165 acre tract, conveyed to Jacqueline Gates and Spouse Thomas Albert Gates in Document No. 2005095595, Official Public Records of Williamson County, Texas, S 07° 40' 36" W, a distance of 1026.85 feet to a 1/2" iron rod found for the southeastern corner of a said remainder of 160 acre tract, the southwestern corner of said 11.0165 acre tract and also being on the northern line of a called 93.583 acre tract, conveyed to M. Moore Family Farms, LLC in Document No. 2018097226, Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said remainder of 160 acre tract and also being the northern line of said 93.583 acre tract, N 82° 16' 01" W, a distance of 1933.26 feet to a 1/2" iron rod found for the southwestern corner of a said remainder of 160 acre tract, the northwestern corner of said 93.583 acre tract and also being on the eastern line of a called 34.03 acre tract, conveyed to James A. LeCompte in Document No. 2006025960, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said remainder of 160 acre tract, the eastern line of said 34.03 acre tract, the eastern line of a called 7.47 acre tract, conveyed to Dreieichenhain, Inc. in Volume 824, Page 448, Deed Records of Williamson County, Texas and the eastern line of a called 21.63 acre tract, conveyed to James A. LeCompte and Kathleen T.

LeCompte in Document No. 9721842, Official Records of Williamson County, Texas, N 07° 41' 12" E, a distance of 1831.70 feet to a 3" Steel Post found for the northeastern corner of a said 21.63 acre tract and also being the southeastern corner of said 84.81 acre tract;

THENCE, with the southern line of said 84.81 acre tract, being the northern line of said 21.63 acre tract and also being the northern line of a called 18.779 acre tract, conveyed to Wayne A. Eddins and Terri Lynne Eddins in Document No. 2008082314, Official Public Records of Williamson County, Texas, N 82° 02' 42" W, a distance of 2084.52 feet to a 5" Corner Post found for the southwestern corner of said 84.81 acre tract and also being the southeastern corner of said 71.19 acre tract;

THENCE, with the southern line of said 71.19 acre tract, being the northern line of said 18.779 acre tract and also being the northern line of a called 11.14 acre tract, conveyed to Jorge A. Gonzalez and wife, Sonja H. Gonzalez in Document No. 2002041732, Official Public Records of Williamson County, Texas, N 82° 04' 34" W, a distance of 1756.06 feet to a 1/2" iron rod found for the southwestern corner of said 71.19 acre tract, the northwestern corner of said 11.14 acre tract and also being on the eastern right of way line of County Road 404, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 71.19 acre tract and also being the eastern right of way line of County Road 404, the following two (2) courses and distances:

1. N 07° 17' 54" E, a distance of 1440.51 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the most southern northwestern corner of said 71.19 acre tract and of the herein described tract and also being the point of curvature of a curve to the right;
2. With said curve to the right, an arc distance of 464.06 feet, having a radius of 370.00 feet, an angle of 71° 51' 43", and a chord bearing N 50° 50' 35" E, a distance of 434.24 feet to a 1/2" iron rod with cap stamped "KC ENG" found for the most northern northwestern corner of said 71.19 acre tract and of the herein described tract and also being on the southern right of way line of County Road 404;

THENCE, with the northern line of said 71.19 acre tract and also being the southern right of way line of County Road 404, S 82° 00' 45" E, a distance of 1463.50 feet to a Mag Nail on Top of Fence Post found for the northeastern corner of said 71.19 acre tract and also being the northwestern corner of said 84.81 acre tract;

THENCE, with the northern line of said 84.81 acre tract and also being the southern right of way line of County Road 404, the following two (2) courses and distances:

1. S 82° 10' 07" E, a distance of 718.39 feet to a 1/2" iron rod with "BRYAN TECH" cap found;
2. S 81° 52' 45" E, a distance of 1365.92 feet to a 1/2" iron rod found for the northeastern corner of said 84.81 acre tract and also being the northwestern corner of said remainder of called 160 acre tract;

THENCE, with the northern line of said remainder of 160 acre tract and also being the southern right of way line of County Road 404, S 82° 11' 33" E, a distance of 1941.14 feet to a fence corner found for the northeastern corner of said remainder of 160 acre tract and also being the northwestern corner of said 0.879 acre tract;

THENCE, with the northern line of said 0.879 acre tract and also being the southern right of way line of County Road 404, S 80° 54' 23" E, a distance of 188.66 feet to a fence corner found for the northeastern corner of said 0.879 acre tract also being an ell corner of the remainder of said 100.718 acre tract

THENCE, with the northern line of said remainder of 100.718 acre tract and also being the southern right of way line of County Road 404, S 82° 09' 51" E, a distance of 1677.53 feet to the **POINT OF BEGINNING**.

Containing 415.04 acres or 18,078,944 square feet, more or less.

BEARING BASIS NOTE

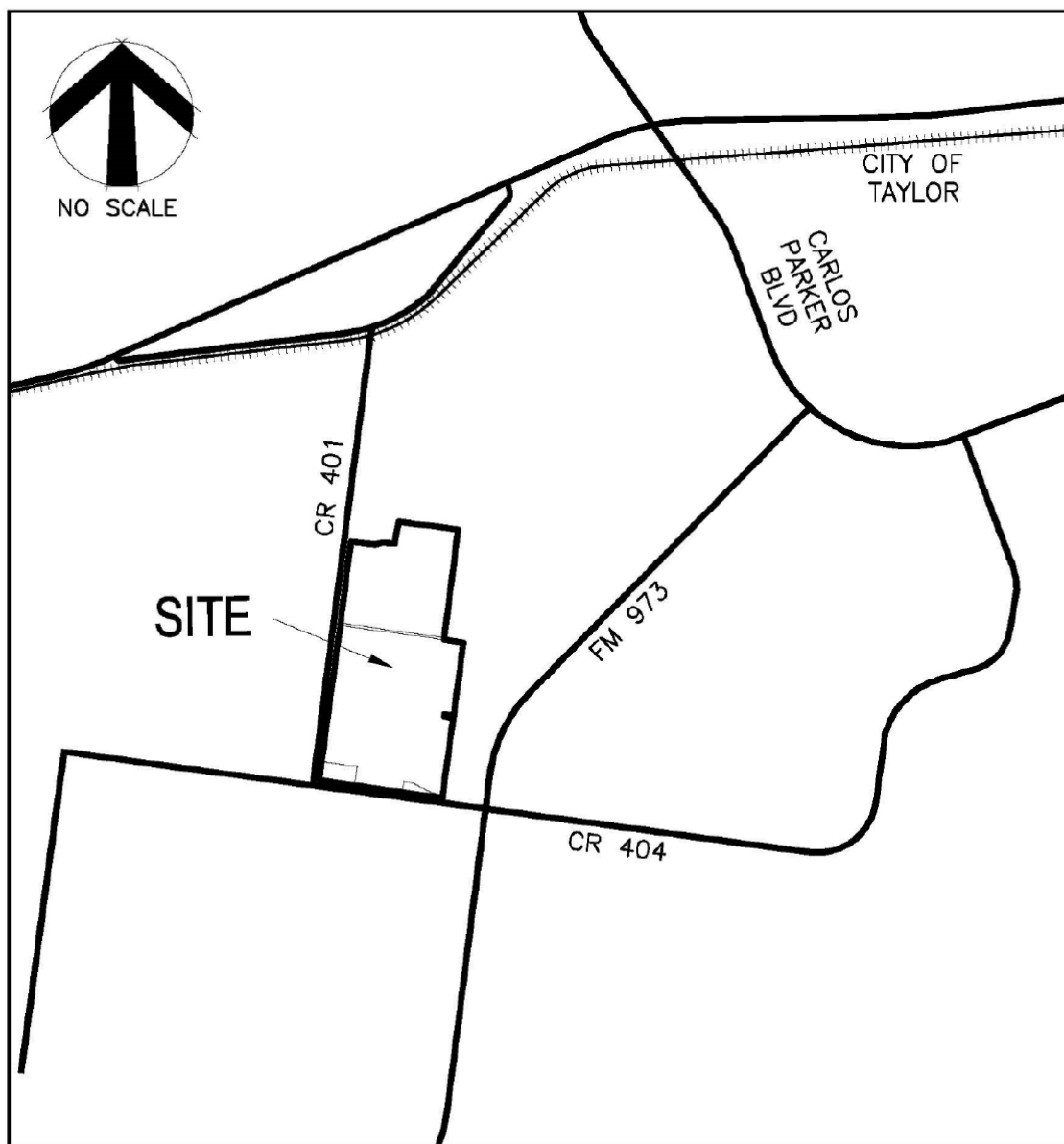
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

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08/19/2021



PARCEL 3
(Northeastern Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19

PARCEL 3
(Northeastern Area)

LEGAL DESCRIPTION

A 228.33 acre (9,945,920 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 315, Williamson County, Texas, and being all of a called 5.300 acre tract, conveyed to Christopher H. Fritz and wife, Trina Renee Fritz in Document No. 2020002212, Official Public Records of Williamson County, Texas, all of a called 2.000 acre tract, conveyed to Bethany Fritz Grissom and husband, Russell Lane Grissom in Document No. 2015010250, Official Public Records of Williamson County, Texas, all of a called 0.86 acre tract, (Tract 2) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, all of the remainder of a called 149.15 acre tract, (Tract 5), conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas and all of a called 79.49 acre tract, (Tract 2 – Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with "BRYAN TECH" cap found for the southwestern corner of said 5.300 acre tract and also being the point of intersection of the northern right of way line of County Road 404 with the eastern right of way line of County Road 401, for the **POINT OF BEGINNING** and the southwestern corner of the herein described tract;

THENCE, with the western line of said 5.300 acre tract and also being the eastern right-of-way line of County Road 401, N 07° 49' 01" E, a distance of 352.00 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 5.300 acre tract and also being an ell corner of said remainder of 149.15 acre tract;

THENCE, with the western line of said remainder of 149.15 acre tract and also being the eastern right of way line of County Road 401, N 07° 49' 01" E, a distance of 2491.60 feet to a PK nail in asphalt set for the northwestern corner of said remainder of 149.15 acre tract and also being the southwestern corner of said 0.86 acre tract;

THENCE, with the western line of said 0.86 acre tract and also being the eastern right of way line of County Road 401, N 09° 41' 07" E, a distance of 19.59 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 0.86 acre tract and also being southwestern corner of said 79.49 acre tract;

THENCE, with the western line of said 79.49 acre tract and also being the eastern right of way line of said County Road 401, N 07° 06' 15" E, a distance of 1524.62 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the most western northwestern corner of said 79.49 acre tract and also being the southwestern corner of a called 8.43 acre tract, conveyed to Russel Ripple in Volume 1745, Page 154, Deed Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with a northern line of said 79.49 acre tract and also being the southern line of said 8.43 acre tract, the following three (3) course and distances:

1. S 83° 44' 37" E, a distance of 441.18 feet to a 1/2" iron rod found;
2. N 77° 19' 50" E, a distance of 137.53 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
3. S 86° 50' 59" E, a distance of 224.17 feet to a 1/2" iron rod found for an ell corner of said 79.49 acre tract and also being the southeastern corner of said 8.43 acre tract;

THENCE, with a western line of said 79.49 acre tract and also being the eastern line of said 8.43 acre tract, N 10° 54' 30" E, a distance of 409.12 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for an ell corner of said 79.49 acre tract, the northeastern corner of said 8.43 acre tract and also being the northern line of a called 48.100 acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas;

THENCE, with a northern line of said 79.49 acre tract and also being the southern line of said 48.100 acre tract, S 82° 28' 10" E, a distance of 1084.96 feet to 1/2" iron rod found for the northeastern corner of said 79.49 acre tract, being the southeastern corner of said 48.100 acre tract 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, for the northeastern corner of the herein described tract

THENCE, with the eastern line of said 79.49 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 2007.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.49 acre tract and also being the northeastern corner of said 0.86 acre tract;

THENCE, with the eastern line of said 0.86 acre tract and also being the western line of said 151.17 acre tract,

S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for an angle point of said remainder of 149.15 acre tract, the southeastern corner of said 0.86 acre tract and also being the southwestern corner of said 151.17 acre tract;

THENCE, with the northern line of said remainder of 149.15 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said remainder of 149.15 acre tract and also being the northwestern corner of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said remainder of 149.15 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
5. S 07° 48' 15" W, a distance of 1561.15 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southeastern corner of said remainder of 149.15 acre tract, the southwestern corner of said 75 acre tract and also being on the northern right of way line of County Road 404, for the southeastern corner of the herein described tract

THENCE, with the southern line of said remainder of 149.15 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 117.38 feet to a 1/2" iron rod found for an ell corner of said remainder of 149.15 acre tract and also being the southeastern corner of said 2.000 acre tract;

THENCE, with the southern line of said 2.000 acre tract and also being the northern right-of-way line of County Road 404, N 82° 10' 59" W, a distance of 619.59 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southwestern corner of said 2.00 acre tract and also being an ell corner of said 149.15 acre tract;

THENCE, with the southern line of said remainder of 149.15 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 874.15 feet to a 1/2" iron rod found for an ell corner of said remainder of 149.15 acre tract and also being the southeastern corner of said 5.300 acre tract;

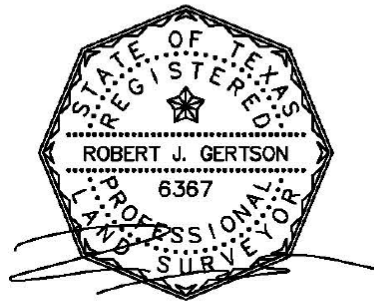
THENCE, with the southern line of said 5.300 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 655.87 feet to the **POINT OF BEGINNING**.

Containing 228.33 acres or 9,945,920 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.

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08/19/2021

PARCEL 4
(Southwestern Area)

VICINITY MAP



VICINITY MAP

N.T.S.

PARCEL 4
(Southwestern Area)

LEGAL DESCRIPTION

A 177.90 acre (7,749,285 square feet), tract of land, lying withing the H.T. & B.R.R.CO. Survey, Abstract 318, Williamson County, Texas, and being all of a called 11.14 acre tract, conveyed to Jorge A. Gonzalez and Wife, Donja H. Gonzales in Document No. 2002041732, Official Public Records of Williamson County, Texas, all of a called a 18.779 acres conveyed to Wayne A Eddins and Terri Lynne Eddins in Document No. 2008082314, Official Public Records of Williamson County, Texas, all of a called 21.63 acres conveyed to James A. LeCompte and Kathleen T. LeCompte in Document No. 9721842, Official Public Records of Williamson County, Texas, all of a called 7.47 acres conveyed to Dreieichenhain, Inc. in Volume 824, Page 448 Deed Records of Williamson County, Texas, all of a called 34.03 acres conveyed to James A. LeCompte in Document No. 2006025960, Official Public Records of Williamson County, Texas, all of a called 23.7 acres conveyed to Scott R. O'Connor and Carrie E. O'Connor in Document No. 2004068042, Official Public Records of Williamson County, Texas, all of a called 29.88 acres conveyed to Daniel Everett Zabcik in Volume 2660, Page 116, Official Public Records of Williamson County, Texas, and all of a called 30.00 acre tract conveyed to Arlon Wayne Graef, Et Ux, in Document No. 199644849 Official Public Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod found for the northernmost corner of said 11.14 acre tract, also being the southwestern corner of the remainder of a called 71.19 acre tract conveyed to George F. Kutzschbach in Volume 2442, Page 261, Deed Records of Williamson County, Texas, also being the eastern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northernmost corner of the herein described tract;

THENCE, with the northern line of said 11.14 acre tract and said 18.779 acre tract, also being the southern line of said 71.19 acre tract, S 82° 04' 34" E, a distance of 1756.06 feet to a 5" fence corner post found for the southeastern corner of said 71.19 acre tract, also being the southwestern corner of a called 84.81 acre tract conveyed to Larry Gene Hamann in Document No. 2010026596 for a northern corner of the herein described tract;

THENCE, with the northern line of said 18.779 acre tract, also being the southern line of said 84.81 acre tract and also being the northern line of said 21.63 acre tract, S 82° 02' 42" E, a distance of 2084.52 feet to a 3" steel corner post found for the southernmost corner of said 84.81 acre tract, also being on the western line of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas; for the easternmost corner of the herein described tract;

THENCE, with the western line of said remainder of 160 acre tract also being the eastern line of said 21.63 acre tract, the eastern line of said 7.47 acre tract and the eastern line of said 34.03 acre tract, S 07° 41' 12" W, passing a point at a distance of 1831.70 feet for the southwestern corner of said remainder of 160 acre tract, also being a northwestern corner of a called 93.583 continuing for a total distance of 2677.90 feet to the southernmost point of the herein described tract, also being a northeastern corner of a called 242.04 acre tract conveyed to Billy B. Trimble and Betty O. Trimble in Volume 2420, Page 29, Official Public Records of Williamson County, Texas, and also being in the western line of said 93.583 acre tract;

THENCE, with the southern line of said 34.03 acre tract and also being the northern line of said 242.04 acre tract, the following three (3) courses and distances:

1. N 39° 32' 48" W, a distance of 834.00 feet to point on the southern line of the herein described tract;
2. N 34° 48' 48" W, a distance of 90.20 feet to point on the southern line of the herein described tract;
3. S 84° 53' 12" W, a distance of 145.60 feet to point on the southern line of the herein described tract; also being a northern corner of said 242.04 acre tract and a northeastern corner of a called 26.63 acre tract conveyed to John William Wilder in Volume 2406, Page 378 Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said 34.03 acre tract also being the northern line of said 26.63 acre tract, the following two (2) courses and distances:

1. N 82° 18' 48" W, a distance of 416.80 feet to point on the southern line of the herein described tract;
2. N 07° 41' 04" E, a distance of 175.76 feet to point on the southern line of the herein described tract, also being the southernmost corner of said 23.7 acre tract;

THENCE, with the southern line of said 23.7 acre tract also being the northern line of said 26.63 acre tract, N 82° 27' 12" W, a distance of 2603.86 feet to point for the southwestern corner of said 23.7 acre tract and the herein described tract, also being the

northernmost corner of said 26.63 acre tract also being on the eastern line of said right of way line of County Road 404 (R.O.W. varies);

THENCE, with the eastern right of way line of County Road 404 (R.O.W. Varies) also being the western property line of said 23.7 acre tract, western line of said 29.88 acre tract, western line of said 30.00 acre tract and western line said 11.14 acre tract, N 07° 32' 48" E, a distance of 1925.00 feet to the **POINT OF BEGINNING**.

Containing 177.90 acres or 7,749,285 square feet, more or less.

BEARING BASIS NOTE

This boundary exhibit was prepared from record information and central appraisal District Linework. No on the ground survey was performed.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
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TBPE LS Firm No. 10193726



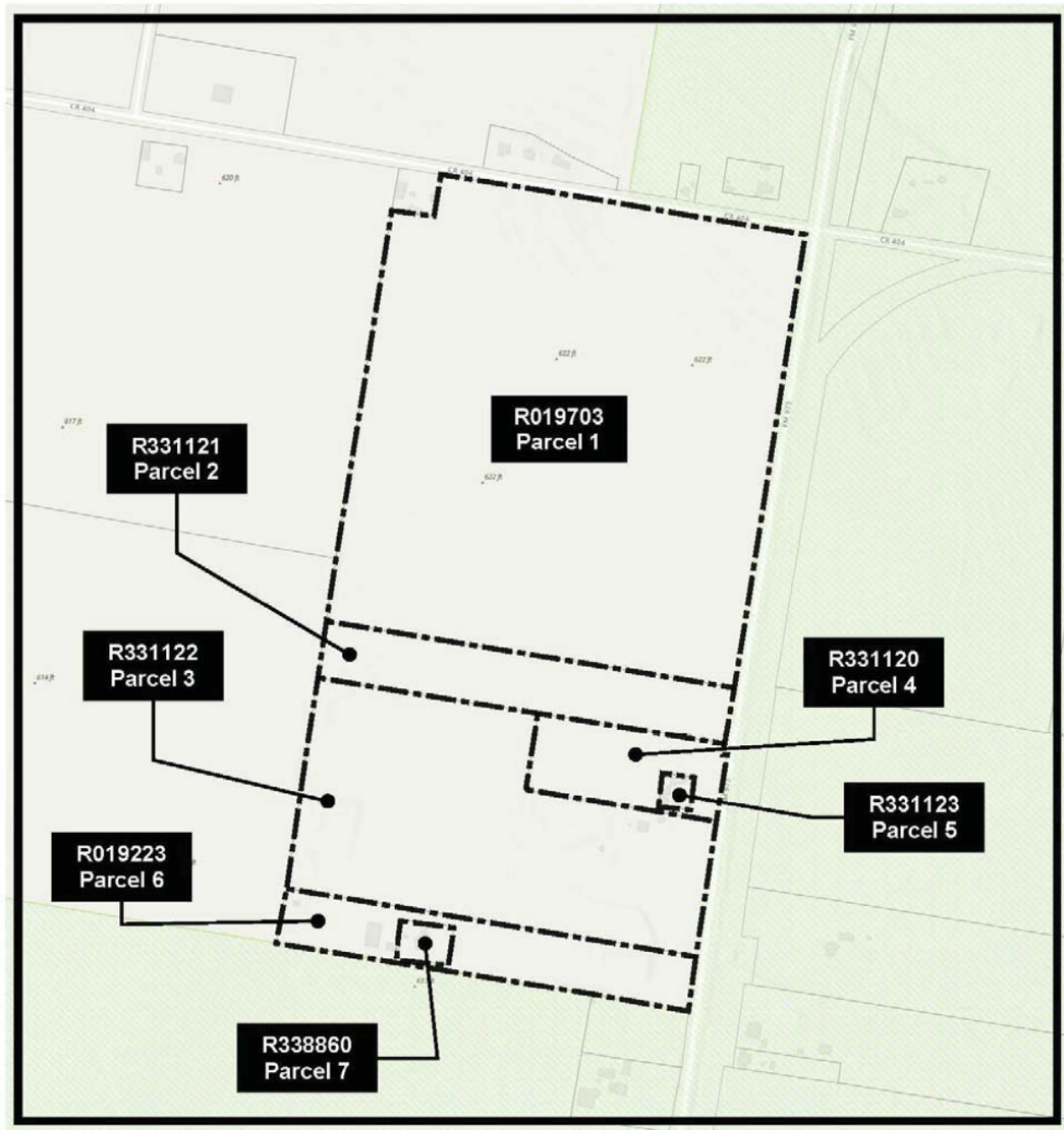
08/26/2021

(Parcels 1 through 9 – large map)



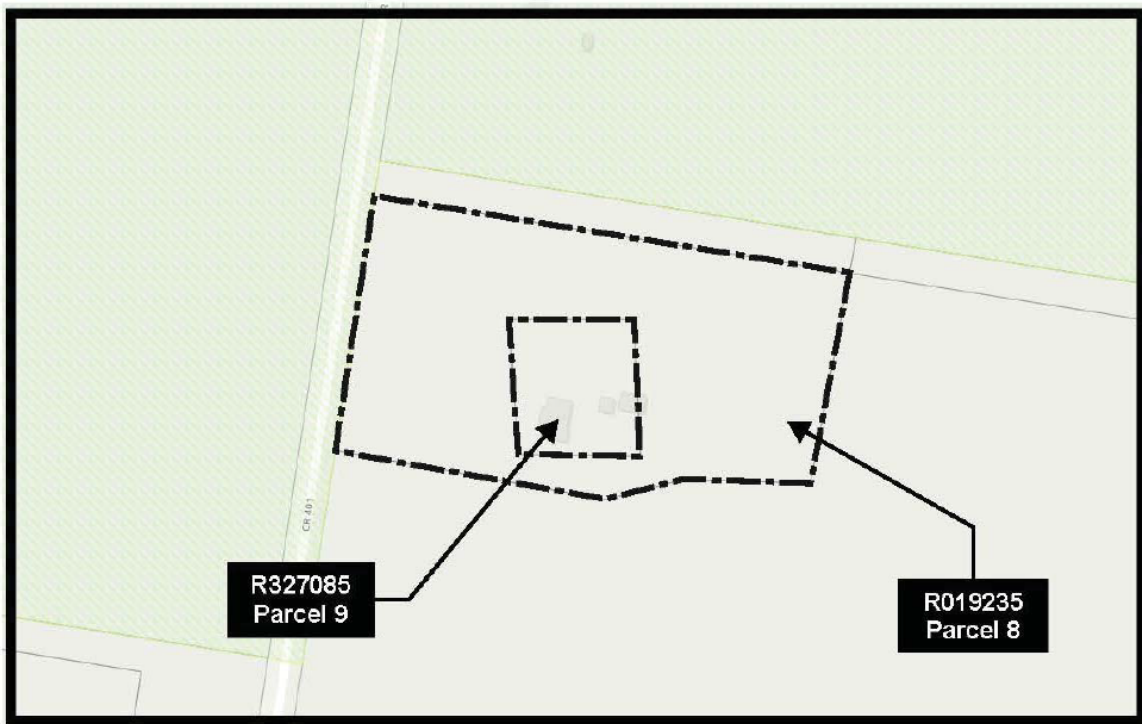
Added Properties
Visual Depiction
(Parcels 1 through 7 - detail)

INSET "B"



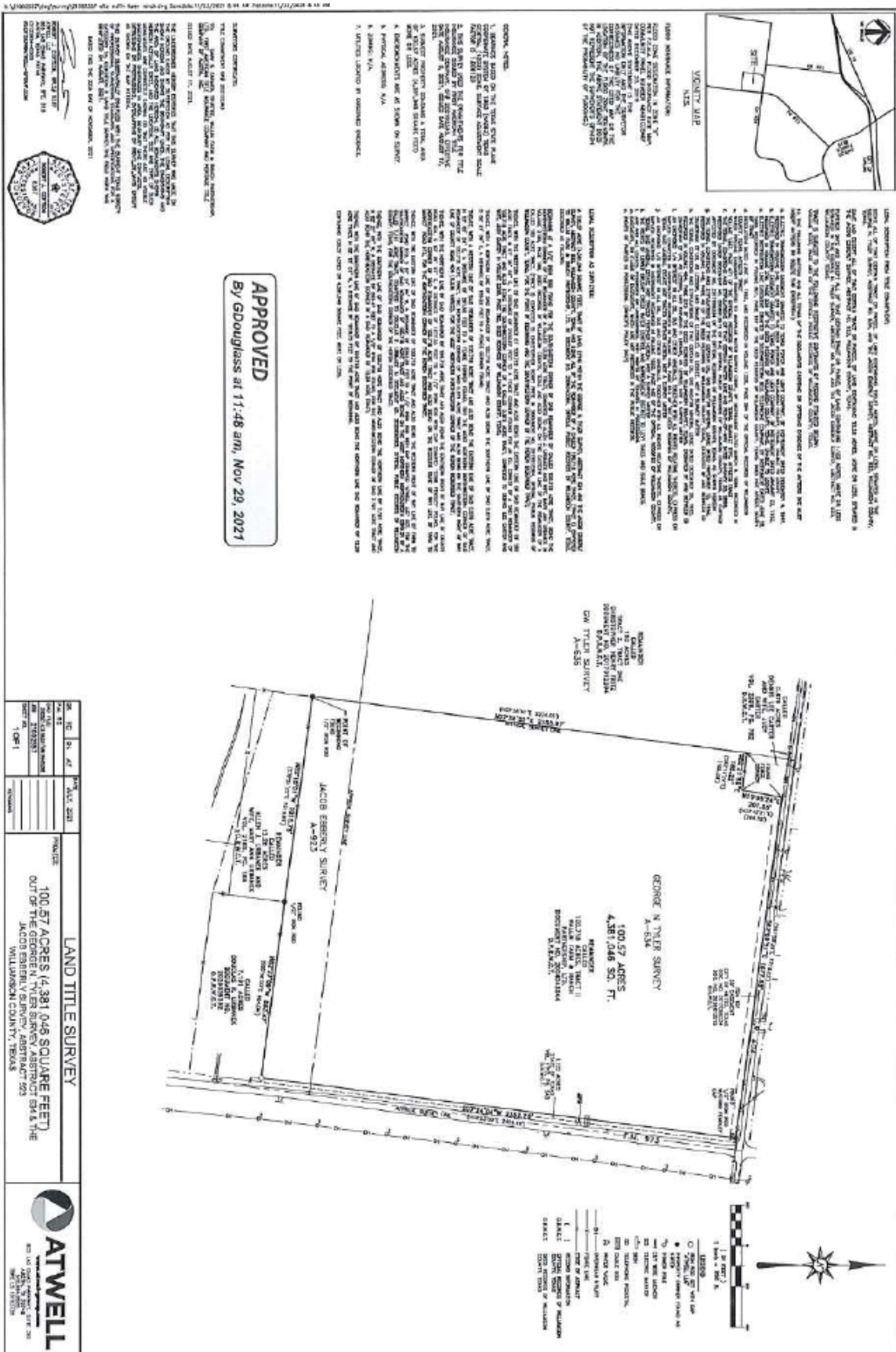
Added Properties
Visual Depiction
(Parcels 8 and 9 - detail)

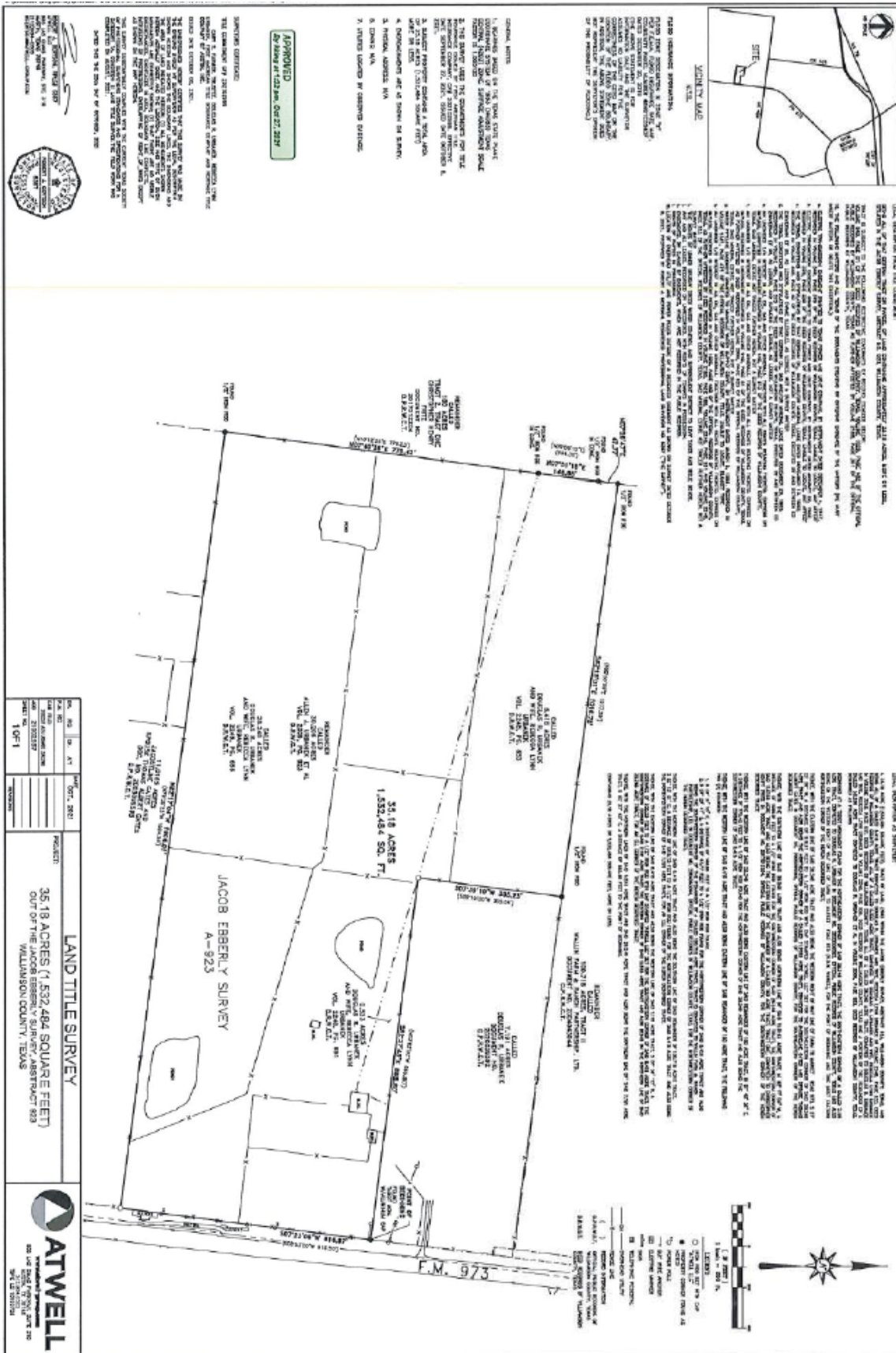
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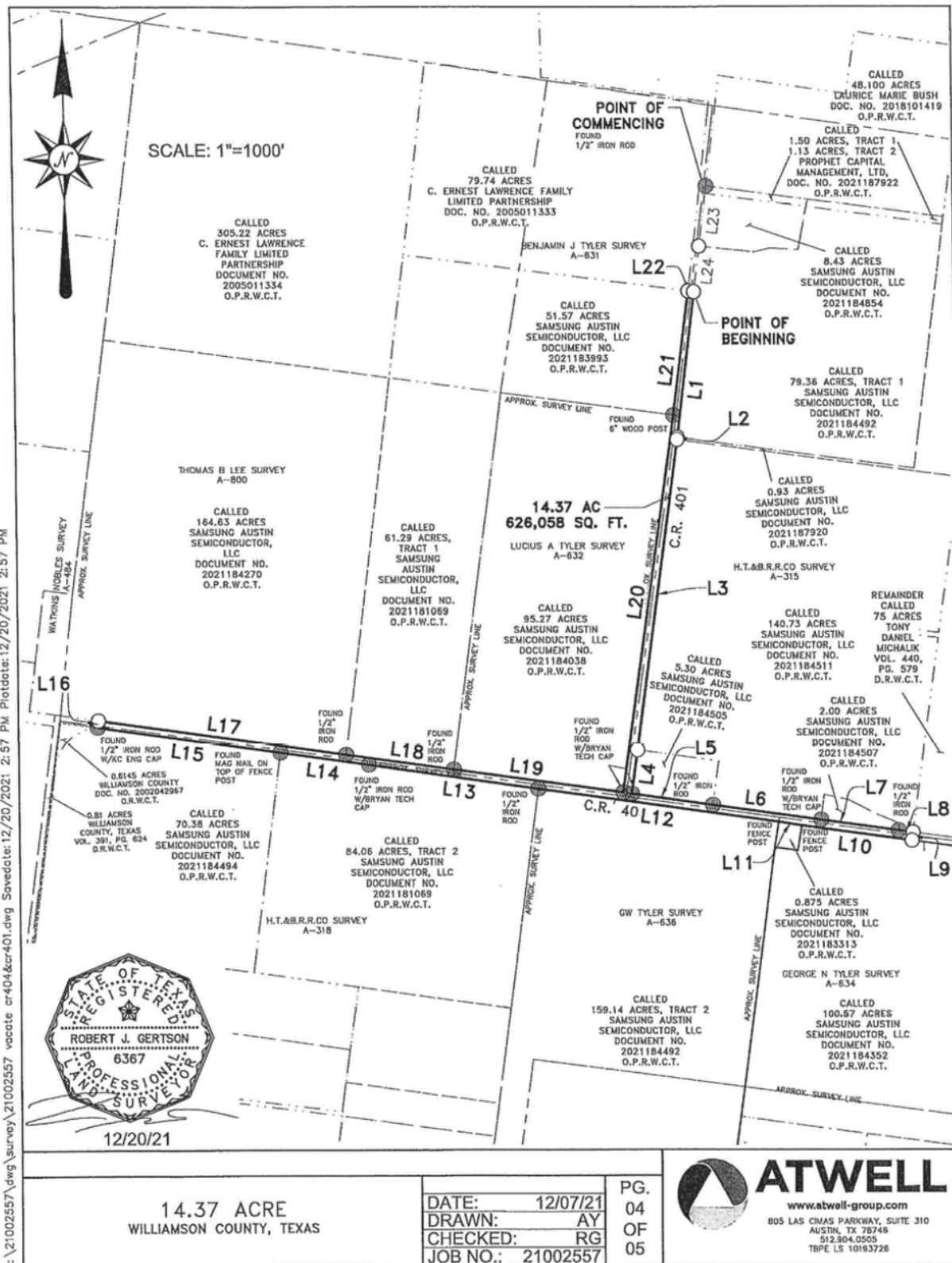


(Parcel 10)









Parcels 1 and 2 consist of the following described area:

A 100.57 ACRE (4,381,046 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE GEORGE N. TYLER SURVEY, ABSTRACT 634 AND THE JACOB EBERLY SURVEY, ABSTRACT 923, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMAINDER OF A CALLED 100.718 ACRE TRACT, (TRACT 1) CONVEYED TO WALLIN FARM & RANCH PARTNERSHIP, LTD. IN DOCUMENT NO. 2004043044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHWESTERN CORNER OF SAID REMAINDER OF CALLED 100.718 ACRE TRACT, BEING THE NORTHWESTERN CORNER OF THE REMAINDER OF A CALLED 12.28 ACRE TRACT, CONVEYED TO ALLEN J. URBANEK AND WIFE, MARY ANN URBANEK IN VOLUME 2185, PAGE 186, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING ON THE EASTERN LINE OF THE REMAINDER OF A CALLED 160 ACRE TRACT, (TRACT 2) CONVEYED TO CHRISTOPHER HENRY FRITZ IN DOCUMENT NO. 2017012204, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE POINT OF BEGINNING AND THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT, N 07° 36' 52" E, A DISTANCE OF 2155.97 FEET TO A FENCE CORNER FOUND FOR AN ELL CORNER OF A SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE SOUTHWESTERN CORNER OF A CALLED 0.879 ACRE TRACT, CONVEYED TO DENNIS LEE CARTER AND WIFE, JUDY CARTER IN VOLUME 2309, PAGE 782, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, WITH A NORTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE SOUTHERN LINE OF SAID 0.879 ACRE TRACT, S 82° 21' 59" E, A DISTANCE OF 185.22 FEET TO A FENCE CORNER FOUND;

THENCE, WITH A WESTERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE EASTERN LINE OF SAID 0.879 ACRE TRACT, N 10° 05' 24" E, A DISTANCE OF 201.55 FEET TO A FENCE CORNER FOUND, FOR THE MOST NORTHERN NORTHWESTERN CORNER OF SAID REMAINDER OF 100.718 ACRE TRACT, THE NORTHEASTERN CORNER OF SAID 0.879 ACRE TRACT AND ALSO BEING ON THE SOUTHERN RIGHT OF WAY LINE OF COUNTY ROAD 404 (R.O.W. VARIES), FOR THE MOST NORTHERN NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE SOUTHERN RIGHT OF WAY LINE OF COUNTY ROAD 404, S 82° 09' 51" E, A DISTANCE OF 1677.53 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "COBB FENDLEY" FOUND, FOR THE NORTHEASTERN CORNER OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING ON THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, FOR THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, S 07° 24' 04" W, A DISTANCE OF 2352.20 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET, FOR THE SOUTHEASTERN CORNER OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING ON THE MOST NORTHERN NORTHEASTERN CORNER OF A CALLED 7.191 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK IN DOCUMENT NO. 2020039592, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE NORTHERN LINE OF 7.191 ACRE TRACT, N 82° 27' 09" W, A DISTANCE OF 863.47 FEET TO A 1/2" IRON ROD FOUND, FOR THE NORTHWESTERN CORNER OF SAID 7.191 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF A SAID REMAINDER OF 12.28 ACRE TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE NORTHERN LINE SAID REMAINDER OF 12.28 ACRE TRACT, N 82° 15' 01" W, A DISTANCE OF 1016.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 100.57 ACRES OR 4,381,046 SQUARE FEET, MORE OR LESS.

Parcel 3 consists of the following described area:

A 35.18 ACRE (1,532,484 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE JACOB EBBERLY SURVEY, ABSTRACT 923, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 6.416 ACRE TRACT CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 653, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.533 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 651, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 28.246 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 656, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF THE REMAINDER OF A CALLED 30.206 ACRE TRACT CONVEYED TO DOUGLAS R. URBANEK ET AL IN VOLUME 2009, PAGE 923, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A TXDOT MONUMENT FOUND FOR THE NORTHEASTERN CORNER OF SAID 28.246 ACRE TRACT, THE SOUTHEASTERN CORNER OF A CALLED 7.191 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK IN DOCUMENT NO. 2020039592, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING ON THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973 (R.O.W. VARIES), FOR THE POINT OF BEGINNING AND THE MOST EASTERN NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 28.246 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, S 07° 23' 06" W, A DISTANCE OF 616.97 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE SOUTHEASTERN CORNER OF SAID 28.246 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF A CALLED 11.0165 ACRE TRACT, CONVEYED TO JACQUELINE GATES AND SPOUSE THOMAS ALBERT GATES IN DOCUMENT NO. 2005095595, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 28.246 ACRE TRACT AND ALSO BEING NORTHERN LINE OF SAID 11.0165 ACRE TRACT, N 82° 17' 04" W, A DISTANCE OF 1906.01 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWESTERN CORNER OF SAID 28.246 ACRE TRACT, THE NORTHWESTERN CORNER OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE EASTERN LINE OF THE REMAINDER OF A CALLED 160 ACRE TRACT, TRACT ONE, CONVEYED TO CHRISTOPHER HENRY FRITZ IN DOCUMENT NO. 2017012204, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 28.246 ACRE TRACT AND ALSO BEING EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT, N 07° 40' 36" E, A DISTANCE OF 775.42 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 28.246 ACRE TRACT AND ALSO BEING THE SOUTHWESTERN CORNER OF SAID 6.416 ACRE TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 6.416 ACRE TRACT AND ALSO BEING EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. N 07° 51' 18" E, A DISTANCE OF 146.86 FEET TO A 1/2" IRON ROD FOUND;
2. N 07° 20' 47" E, A DISTANCE OF 47.77 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 6.416 ACRE TRACT AND ALSO BEING THE SOUTHWESTERN CORNER OF THE REMAINDER OF A CALLED 100.718 ACRE TRACT, (TRACT II) CONVEYED TO WALLIN FARM & RANCH PARTNERSHIP, LTD. IN DOCUMENT NO. 2004043044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 6.416 ACRE TRACT AND ALSO BEING THE SOUTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT, S 82° 15' 01" E, A DISTANCE OF 1016.75 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEASTERN CORNER OF SAID 6.416 ACRE TRACT AND ALSO BEING THE NORTHWESTERN CORNER OF SAID 7.191 ACRE TRACT, FOR AN ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 6.416 ACRE TRACT AND ALSO BEING THE WESTERN LINE OF SAID 7.191 ACRE TRACT, S 07° 39' 10" W, A DISTANCE OF 355.23 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE SOUTHEASTERN CORNER OF SAID 6.416 ACRE TRACT, THE SOUTHWESTERN CORNER OF SAID 7.191 ACRE TRACT, THE WESTERN CORNER OF SAID 0.533 ACRE TRACT AND ALSO BEING ON THE NORTHERN LINE OF SAID 28.246 ACRE TRACT, FOR AN ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINES OF SAID 0.533 ACRE TRACT AND SAID 28.246 ACRE TRACT AND ALSO BEING THE SOUTHERN LINE OF SAID 7.191 ACRE TRACT, S 82° 27' 45" E, A DISTANCE OF 885.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.18 ACRES OR 1,532,484 SQUARE FEET, MORE OR LESS.

Parcels 4 and 5 consist of the following described area:

A 7.19 ACRE (313,308 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE JACOB EBBERLY SURVEY, ABSTRACT 923, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 7.191 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK IN DOCUMENT NO. 2020039592, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE MOST NORTHERN NORTHEASTERN CORNER OF SAID 7.191 ACRE TRACT, THE SOUTHEASTERN CORNER OF THE REMAINDER OF A CALLED 100.718 ACRE TRACT, (TRACT II) CONVEYED TO WALLIN FARM & RANCH PARTNERSHIP, LTD. IN DOCUMENT NO. 2004043044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING ON THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, FOR THE POINT OF BEGINNING AND THE MOST NORTHERN NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 7.191 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S 07° 24' 04" W, A DISTANCE OF 48.03 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET;
2. S 82° 29' 00" E, A DISTANCE OF 20.69 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET;
3. S 07° 23' 06" W, A DISTANCE OF 307.06 FEET TO A TXDOT MONUMENT FOUND FOR THE SOUTHEASTERN CORNER OF SAID 7.191 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF A CALLED 28.246 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 656, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE MOST SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 7.191 ACRE TRACT, THE NORTHERN LINE OF SAID 28.246 ACRE TRACT AND THE NORTHERN LINE OF A CALLED 0.533 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 651, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, N 82° 27' 45" W, A DISTANCE OF 885.80 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE SOUTHWESTERN CORNER OF SAID 7.191 ACRE TRACT, THE WESTERN CORNER OF SAID 0.533 ACRE TRACT AND ALSO BEING THE SOUTHEASTERN CORNER OF A CALLED 6.416 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 653, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE MOST SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 7.191 ACRE TRACT AND ALSO BEING THE EASTERN LINE OF SAID 6.416 ACRE TRACT, N 07° 39' 10" E, A DISTANCE OF 355.23 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 7.191 ACRE TRACT, THE NORTHWESTERN CORNER OF SAID 6.416 ACRE TRACT AND ALSO BEING ON THE SOUTHERN LINE OF SAID REMAINDER OF A CALLED 100.718 ACRE TRACT, FOR THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 7.191 ACRE TRACT ALSO BEING THE SOUTHERN LINE OF SAID REMAINDER OF A CALLED 100.718 ACRE TRACT, S 82° 27' 09" E, A DISTANCE OF 863.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.19 ACRES OR 313,308 SQUARE FEET, MORE OR LESS.

Parcels 6 and 7 consist of the following described area:

A 11.02 ACRE (479,944 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE JACOB EBBERLY SURVEY, ABSTRACT 923, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 11.0165 ACRE TRACT CONVEYED TO JACQUELINE GATES AND SPOUSE THOMAS ALBERT GATES IN DOCUMENT NO. 2005095595, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE NORTHEASTERN CORNER OF SAID 11.0165 ACRE TRACT, THE SOUTHEASTERN CORNER OF A CALLED 28.246 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 656, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING ON THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973 (R.O.W. VARIES), FOR THE POINT OF BEGINNING AND THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, S 07° 23' 06" W, A DISTANCE OF 252.02 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE SOUTHEASTERN CORNER OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF A CALLED LOT 1, TEICHELMAN ACES, A SUBDIVISION RECORDED IN VOLUME 1, PAGE 277, PLAT RECORDS OF WILLIAMSON COUNTY, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 11.0165 ACRE TRACT, BEING THE NORTHERN LINE OF SAID LOT 1 AND ALSO BEING THE NORTHERN LINE OF A CALLED 93.583 ACRE TRACT, CONVEYED TO M. MOORE FAMILY FARMS, LLC IN DOCUMENT NO. 2018097226 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, N 82° 16' 01" W, A DISTANCE OF 1907.29 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWESTERN CORNER OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE SOUTHEASTERN CORNER OF THE REMAINDER OF A CALLED 160 ACRE TRACT, TRACT 2, TRACT ONE, CONVEYED TO CHRISTOPHER HENRY FRITZ IN DOCUMENT NO. 2017012204, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 11.0165 ACRE TRACT AND ALSO BEING EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT, N 07° 40' 36" E, A DISTANCE OF 251.43 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE SOUTHWESTERN CORNER OF SAID 28.246 ACRE TRACT, FOR THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE SOUTHERN LINE OF SAID 28.246 ACRE TRACT, S 82° 17' 04" E, A DISTANCE OF 1906.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.02 ACRES OR 479,944 SQUARE FEET, MORE OR LESS.

Parcels 8 and 9 consist of the following described area:

A 8.43 ACRE (367,363 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE H.T.&B.R.R.CO. SURVEY, ABSTRACT 315, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 8.43 ACRE TRACT, CONVEYED TO RUSSEL RIPPLE IN VOLUME 1745, PAGE 154, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 8.43 ACRE TRACT, THE SOUTHWESTERN CORNER OF A CALLED 48.100 ACRE TRACT, CONVEYED TO LAURICE MARIE BUSH IN DOCUMENT NO. 2018101419, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING ON THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 401 (RIGHT OF WAY VARIES), FOR THE POINT OF BEGINNING AND THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 8.43 ACRE TRACT AND ALSO BEING THE SOUTHERN LINE OF SAID 48.100 ACRE TRACT, S 82° 28' 11" E, A DISTANCE OF 819.64 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE NORTHEASTERN CORNER OF SAID 8.43 ACRE TRACT AND ALSO BEING AN ELL CORNER OF A CALLED 79.49 ACRE TRACT, (TRACT 2 - TRACT 2) CONVEYED TO CHRISTOPHER HENRY FRITZ IN DOCUMENT NO. 2017012204, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 8.43 ACRE TRACT AND ALSO BEING A WESTERN LINE OF SAID 79.49 ACRE TRACT, S 10° 54' 30" W, A DISTANCE OF 409.12 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEASTERN CORNER OF SAID 8.43 ACRE TRACT AND ALSO BEING AN ELL CORNER OF SAID 79.49 ACRE TRACT, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 8.43 ACRE TRACT AND ALSO BEING A NORTHERN LINE OF SAID 79.49 ACRE TRACT, THE FOLLOWING THREE (3) COURSE AND DISTANCES:

1. N 86° 50' 59" W, A DISTANCE OF 224.17 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET;
2. S 77° 19' 50" W, A DISTANCE OF 137.53 FEET TO A 1/2" IRON ROD FOUND;
3. N 83° 44' 37" W, A DISTANCE OF 441.18 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE SOUTHWESTERN CORNER OF SAID 8.43 ACRE TRACT, AN ELL CORNER OF SAID 79.49 ACRE TRACT AND ALSO BEING ON THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 401, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 8.43 ACRE TRACT AND ALSO BEING THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 401, N 07° 18' 23" E, A DISTANCE OF 482.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.43 ACRES OR 367,363 SQUARE FEET, MORE OR LESS.

But excluding therefrom the following described area:

A 1.13 acre (49,062 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 a called 8.43 acre tract, conveyed to Russel Ripple in Volume 1745, Page 154, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod found for the northwestern corner of said 8.43 acre tract, the southwestern corner of a called 48.100 acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas and also being on the eastern right of way line of County Road 401 (right of way varies), for the **POINT OF BEGINNING** and the northwestern corner of the herein described tract;

THENCE, with the northern line of said 8.43 acre tract and also being the southern line of said 48.100 acre tract, S 82° 28' 11" E, a distance of 819.64 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 8.43 acre tract and also being an ell corner of a called 79.49 acre tract, (Tract 2 – Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract, from which a 1/2" iron rod found for the southeastern corner of said 48.100 acre tract and also being the northeastern corner of said 79.49 acre tract bears S 82° 28' 11" E, a distance of 1084.96 feet;

THENCE, with the eastern line of said 8.43 acre tract and also being a western line of said 79.49 acre tract, S 10° 54' 30" W, a distance of 60.10 feet to a calculated point, for the southeastern corner of the herein described tract, from which a 1/2" iron rod found for the southeastern corner of said 8.43 acre tract and also being an ell corner of said 79.49 acre tract bears S 10° 54' 30" W, a distance of 349.01 feet;

THENCE, over and across said 8.43 acre tract, N 82° 28' 11" W, a distance of 815.87 feet to a calculated point on the western line of said 8.43 acre tract and also being on the eastern right of way line of County Road 401, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 8.43 acre tract and also being the eastern right of way line of County Road 401, N 07° 18' 23" E, a distance of 60.00 feet to the **POINT OF BEGINNING**.

Containing 1.13 acres or 49,062 square feet, more or less.

Parcel 10 consists of the following described area:

A 14.37 Acre (626,058 Square Feet), tract of land, lying within the Benjamin J. Tyler Survey Abstract 631, the Lucius A Tyler Survey Abstract 632, the Thomas B Lee Survey Abstract 800, the Watkins Nobles Survey Abstract 484, the H.T.&B.R.R.Co Survey Abstract 318, the GW Tyler Survey Abstract 636, the George N Tyler Survey Abstract 634 and the H.T.&B.R.R.Co. Survey, Abstract 315, Williamson County, Texas, and being a portion of County Road 401 and County Road 404 as occupied and maintained by Williamson County Texas, as shown on Page 4 of 5, described As Follows:

COMMENCING, at a 1/2" iron rod found on the eastern right of way line of County Road 401 (right of way varies), being the northwestern corner of a called 1.13 acre tract, Tract 2, conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the southwestern corner of a called 48.100 acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 1.13 acre tract and of the remainder of a called 8.43 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184854, Official Public Records of Williamson County, Texas, S 07° 18' 23" W, a distance of 482.83 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southwestern corner of said remainder of 8.43 acre tract and also being an ell corner 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;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 79.36 acre tract, S 07° 06' 15" W, a distance of 365.08 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the eastern right of way line of County Road 401 and also being the western line of said 79.36 acre tract, S 07° 06' 15" W, a distance of 1159.54 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southwestern corner of said 79.36 acre tract and also being the northwestern 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;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 0.93 acre tract, S 09° 41' 07" W, a distance of 19.59 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southwestern corner of said 0.93 acre tract and also being the northwestern corner of a called 140.73 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184511, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 140.73 acre tract, S 07° 49' 01" W, a distance of 2491.60 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for an ell corner of said 140.73 acre tract and also being the northwestern corner of a called 5.30 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184505, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 5.300 acre tract, S 07° 49' 01" W, a distance of 352.00 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southwestern corner of said 5.30 acre tract and also being on the northern right of way line of County Road 404 (right of way varies);

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 5.30 acre tract, S 82° 10' 59" E, a distance of 655.87 feet to a 1/2" iron rod found for the southeastern corner of said 5.30 acre tract and also being an ell corner of said 140.73 acre tract;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 140.73 acre tract, S 82° 10' 59" E, a distance of 874.15 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for an ell corner of said 140.73 acre tract and also being the southwestern of a called 2.00 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184507, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 2.00 acre tract, S 82° 10' 59" E, a distance of 619.59 feet to a 1/2" iron rod found for the southeastern corner of said 2.00 acre tract and also being an ell corner of said 140.73 acre tract;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 140.73 acre tract, S 82° 10' 59" E, a distance of 117.38 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southeastern corner of said 140.73 acre tract and also being the southwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, over and across said County Road 404, S 07° 48' 15" W, a distance of 65.26 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set on the southern right of way line of County Road 404 and also being on the northern line of a called 100.57 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184352, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 100.57 acre tract, N 82° 09' 51" W, a distance of 880.85 feet to a fence post found for an ell corner said 100.57 acre tract and also being the northeastern corner of a called 0.875 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021183313, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 0.875 acre tract, N 80° 54' 23" W, a distance of 188.66 feet to a fence post found for the northwestern corner of said 0.875 acre tract and also being the northeastern corner of a called 159.14 acre tract, Tract 2 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184492, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 159.14 acre tract, N 82° 11' 33" W, a distance of 1941.14 feet to a 1/2" iron rod found, for the northwestern corner of said 159.14 acre tract and also being the northeastern corner of a called 84.06 acre tract, Tract 2 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021181069, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 84.06 acre tract, the following two (2) courses and distance:

1. N 81° 52' 45" W, a distance of 1365.92 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found;
2. N 82° 10' 07" W, a distance of 718.39 feet to a mag nail on top of fence post found, for the northwestern corner of said 84.06 acre tract and also being the northeastern corner of a called 70.38 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184494, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of the said 70.38 acre tract, N 82° 00' 45" W, a distance of 1463.50 feet to a 1/2" iron rod with cap stamped "KC ENG" found;

THENCE, over and across said County Road 404, N 07° 58' 51" E, a distance of 55.72 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set on the northern right of way line of County Road 404 and also being on the southern line of a called 164.63 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184270, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 164.63 acre tract, S 82° 01' 09" E, a distance of 1990.31 feet to a 1/2" iron rod found for the southeastern corner of said 164.63 acre tract and also being the southwestern corner of a called 61.29 acre tract, Tract 1 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021181069, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 61.29 acre tract, S 82° 09' 52" E, a distance of 871.92 feet to a 1/2" iron rod found for the southeastern corner of said 61.29 acre tract and also being the southwestern corner of a called 95.27 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184038, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 95.27 acre tract, S 82° 10' 39" E, a distance of 1359.65 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southeastern corner of said 95.27 acre tract and also being on the western right of way line of County Road 401 (right of way varies);

THENCE, with the western right of way line of County Road 401 and also being the eastern line of said 95.27 acre tract, N 08° 05' 03" E, a distance of 3031.44 feet to a 6" wood post found for the northeastern corner of said 95.27 acre tract and also being the southeastern corner of a called 51.57 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021183993, Official Public Records of Williamson County, Texas;

THENCE, with the western right of way line of County Road 401 and also being the eastern line of said 51.57 acre tract, N 07° 34' 17" E, a distance of 990.46 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.57 acre tract and also being the southeastern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011333, Official Public Records of Williamson County, Texas;

THENCE, over and across said County Road 401, S 82° 46' 28" E, a distance of 45.64 feet to the POINT OF BEGINNING.

Containing 14.37 acres or 626,058 square feet, more or less.

The Zone does not include the 7.72 acre Linde Site described and depicted below for which Williamson Appraisal District has not yet assigned account numbers:

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:

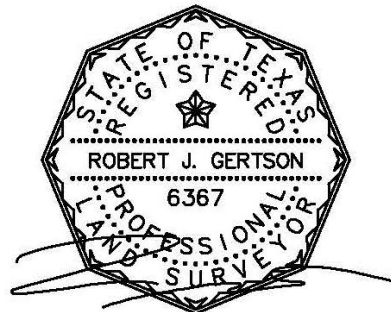
1. N 52° 34' 29" W, a distance of 1044.25 feet to a 1/2" iron rod with "ATWELL" cap set for the **POINT OF BEGINNING** of the herein described tract;
2. N 82° 11' 15" W, a distance of 817.26 feet to a 1/2" iron rod with "ATWELL" cap set;
3. N 07° 44' 04" E, a distance of 410.84 feet to a 1/2" iron rod 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.

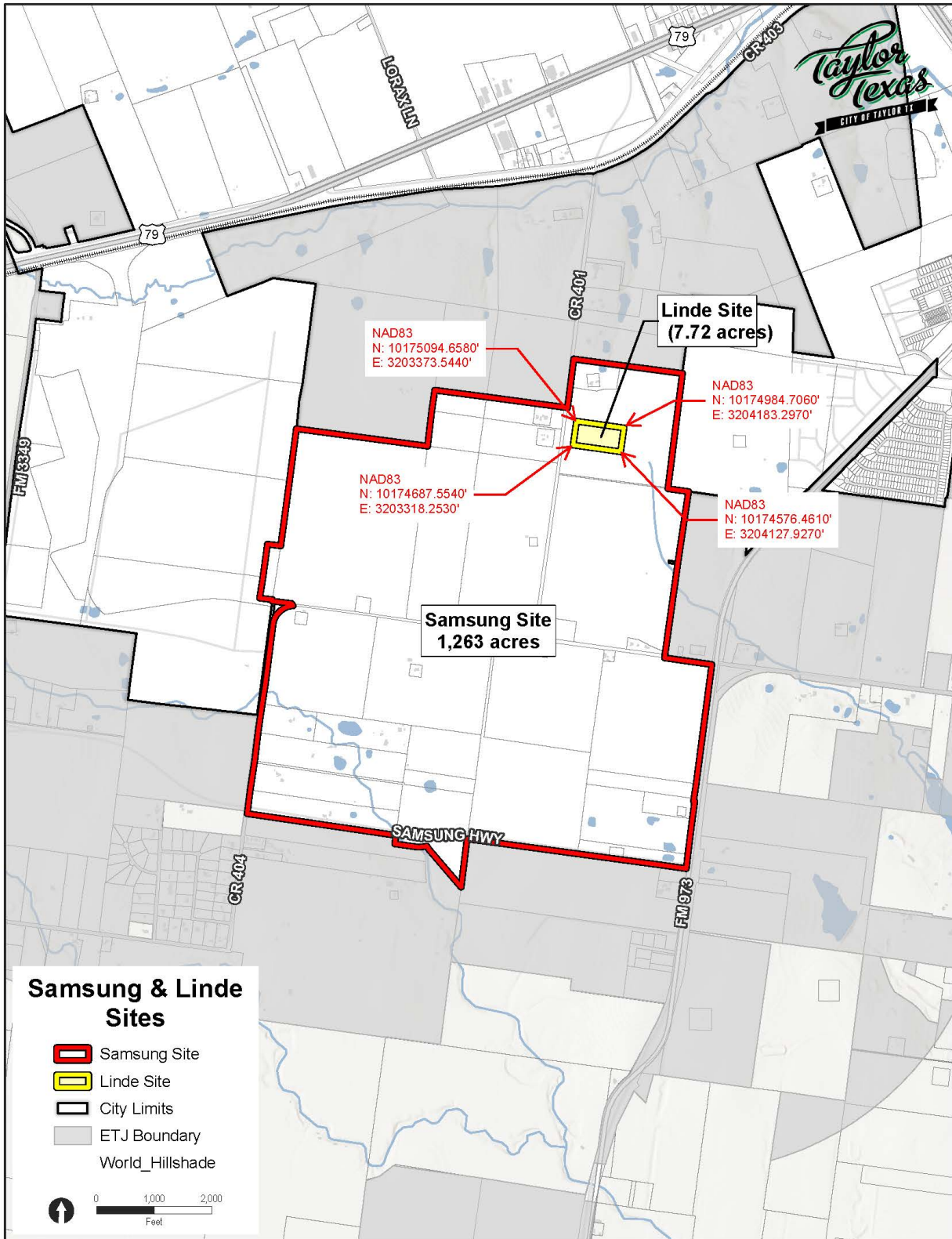
BEARING BASIS NOTE

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

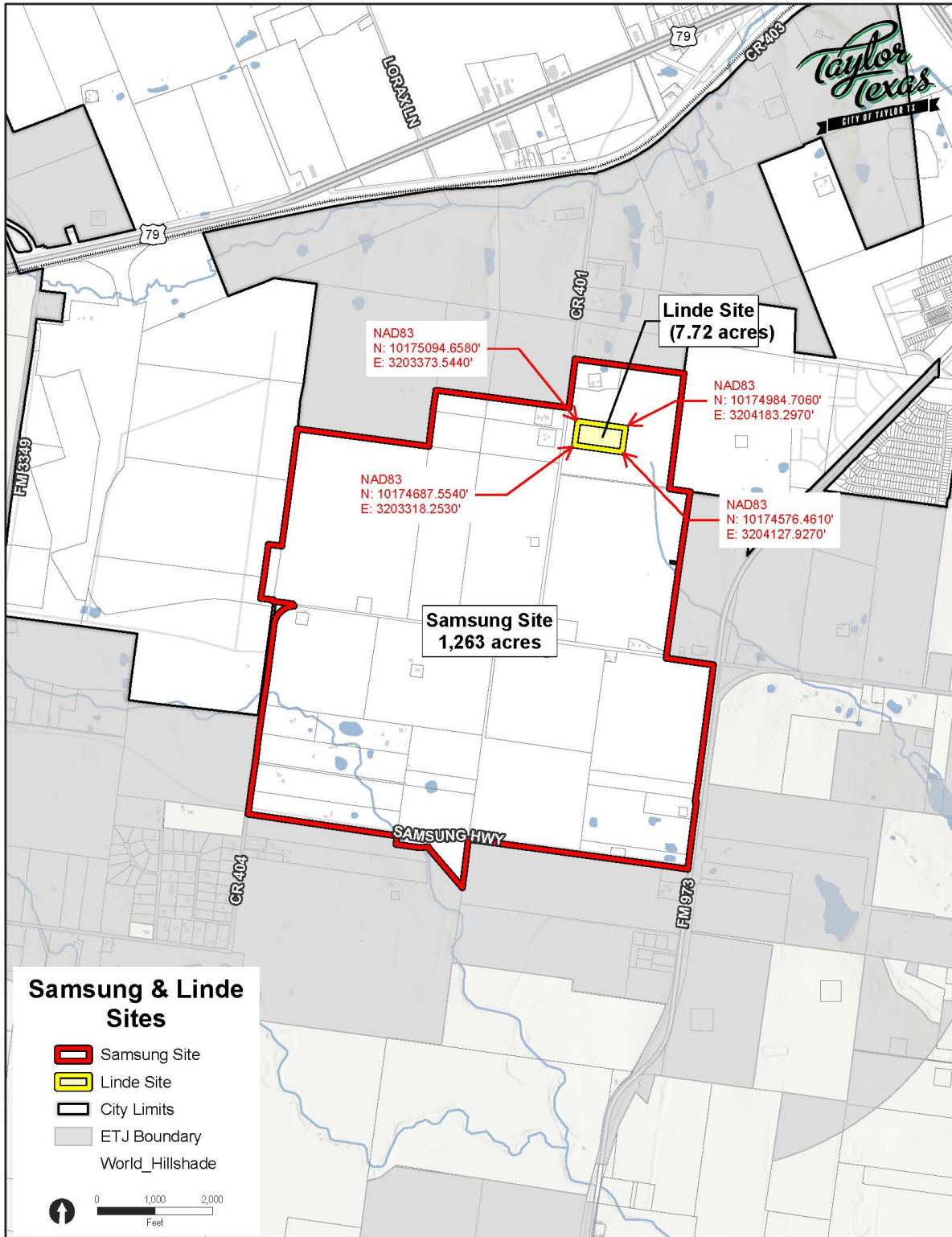


10/05/2022



APPENDIX B

Map of the Property



APPENDIX C

Estimated Timeline of Incurred Costs

Completion of Construction of the Initial Improvements. Company shall, subject to delays resulting from one or more events of Force Majeure and/or an uncured breach of a Related Agreement by City, cause Completion of Construction of the Initial Improvements on or before December 31, 2028, in phases as set forth below:

- By December 31, 2026, Company will cause Completion of Construction of a minimum of 3,000,000 square feet of Improvements (not including temporary construction facilities such as temporary modular or mobile structures) for which temporary or final certificates of occupancy may be issued, such issuances not to be unreasonably withheld, delayed or denied by the City (“Occupiable Improvements”), and a minimum of 3,000,000 square feet of non-Occupiable Improvements (“Non-Occupiable Improvements”), for a total minimum of 6,000,000 square feet of Occupiable Improvements and Non-Occupiable Improvements; and
- By December 31, 2028, Company will cause Completion of Construction of a minimum of an additional 1,000,000 square feet of Occupiable Improvements, for a total minimum of 4,000,000 square feet of Occupiable Improvements and a total minimum of 7,000,000 square feet of Occupiable Improvements and Non-Occupiable Improvements.”

APPENDIX D

Captured Appraised Value and Feasibility Study

This schedule has been revised to account for the exclusion of the 7.72 acre Linde Site

Year	Real Property (a)	Personal Property (a)	Projected Real and Personal Property AV Before Base	Tax Increment Base (b)	Projected Incremental Real and Personal Property AV	City of Taylor Tax Rate (c)	Projected City of Taylor Gross Ad Valorem Taxes
2023	\$ 5,000,000	\$ -	\$ 5,000,000	\$ 21,941,331	\$ -	0.628774	\$ -
2024	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 21,941,331	\$ -	0.591368	\$ -
2025	\$ 1,559,107,718	\$ 1,426,810,000	\$ 2,985,917,718	\$ 21,845,265	\$ 2,964,072,453	0.591368	\$ 17,528,576
2026	\$ 1,559,107,718	\$ 2,578,200,000	\$ 4,137,307,718	\$ 21,845,265	\$ 4,115,462,453	0.591368	\$ 24,337,528
2027	\$ 1,559,107,718	\$ 3,270,260,000	\$ 4,829,367,718	\$ 21,845,265	\$ 4,807,522,453	0.591368	\$ 28,430,149
2028	\$ 1,559,107,718	\$ 3,118,750,000	\$ 4,677,857,718	\$ 21,845,265	\$ 4,656,012,453	0.591368	\$ 27,534,168
2029	\$ 1,559,107,718	\$ 3,375,140,000	\$ 4,934,247,718	\$ 21,845,265	\$ 4,912,402,453	0.591368	\$ 29,050,376
2030	\$ 1,559,107,718	\$ 3,493,840,000	\$ 5,052,947,718	\$ 21,845,265	\$ 5,031,102,453	0.591368	\$ 29,752,330
2031	\$ 1,559,107,718	\$ 2,298,124,600	\$ 3,857,232,318	\$ 21,845,265	\$ 3,835,387,053	0.591368	\$ 22,681,252
2032	\$ 1,559,107,718	\$ 1,509,422,200	\$ 3,068,529,918	\$ 21,845,265	\$ 3,046,684,653	0.591368	\$ 18,017,118
2033	\$ 1,559,107,718	\$ 957,250,000	\$ 2,516,357,718	\$ 21,845,265	\$ 2,494,512,453	0.591368	\$ 14,751,748
2034	\$ 1,559,107,718	\$ 592,088,800	\$ 2,151,196,518	\$ 21,845,265	\$ 2,129,351,253	0.591368	\$ 12,592,302
2035	\$ 1,559,107,718	\$ 402,244,400	\$ 1,961,352,118	\$ 21,845,265	\$ 1,939,506,853	0.591368	\$ 11,469,623
2036	\$ 1,559,107,718	\$ 290,124,600	\$ 1,849,232,318	\$ 21,845,265	\$ 1,827,387,053	0.591368	\$ 10,806,582
2037	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2038	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2039	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2040	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2041	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2042	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2043	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2044	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2045	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2046	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2047	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2048	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2049	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2050	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2051	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2052	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380

(a) - Per Impact Data Source, Williamson County Appraisal District, Section 313 Tax Abatement Proposal and reflects likely maintaining agriculture tax exemption on pc

(b) - Base value has been adjusted to exclude the 7.72 acre Linde Site per the 2025 TIRZ #1 Amendment.

(c) - Per Williamson County Appraisal District

SAS Tax Rebate %	SAS Tax Rebate	Cumulative SAS Rebate	Permit Fee Rebate %	Permit Fee Rebate	Beginning Permit Fee Reimbursement Balance	Rebate to SAS	Ending Permit Fee Reimbursement Balance (d)	TIRZ Administrative Costs	Net to City of Taylor	Cumulative to City of Taylor
92.5%	\$ -	\$ -	0.0%	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 10,000	\$ (10,000)	\$ (10,000)
92.5%	\$ -	\$ -	0.0%	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 10,200	\$ (10,200)	\$ (20,200)
92.5%	\$ 16,213,933	\$ 16,213,933	0.0%	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 10,404	\$ 1,304,239	\$ 1,284,039
92.5%	\$ 22,512,213	\$ 38,726,146	0.0%	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 10,612	\$ 1,814,703	\$ 3,098,742
92.5%	\$ 26,297,888	\$ 65,024,034	0.0%	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 10,824	\$ 2,121,437	\$ 5,220,179
92.5%	\$ 25,469,105	\$ 90,493,139	1.0%	\$ 275,342	\$ 10,000,000	\$ 275,342	\$ 9,724,658	\$ 11,041	\$ 1,778,680	\$ 6,998,859
92.5%	\$ 26,871,598	\$ 117,364,737	1.0%	\$ 290,504	\$ 9,724,658	\$ 290,504	\$ 9,434,155	\$ 11,262	\$ 1,877,013	\$ 8,875,872
92.5%	\$ 27,520,905	\$ 144,885,643	1.0%	\$ 297,523	\$ 9,434,155	\$ 297,523	\$ 9,136,631	\$ 11,487	\$ 1,922,415	\$ 10,798,286
92.5%	\$ 20,980,158	\$ 165,865,800	1.0%	\$ 226,813	\$ 9,136,631	\$ 226,813	\$ 8,909,819	\$ 11,717	\$ 1,462,565	\$ 12,260,851
92.5%	\$ 16,665,834	\$ 182,531,635	1.0%	\$ 180,171	\$ 8,909,819	\$ 180,171	\$ 8,729,648	\$ 11,951	\$ 1,159,162	\$ 13,420,013
90.0%	\$ 13,276,574	\$ 195,808,208	1.0%	\$ 147,517	\$ 8,729,648	\$ 147,517	\$ 8,582,130	\$ 12,190	\$ 1,315,467	\$ 14,735,480
90.0%	\$ 11,333,072	\$ 207,141,280	1.0%	\$ 125,923	\$ 8,582,130	\$ 125,923	\$ 8,456,207	\$ 12,434	\$ 1,120,873	\$ 15,856,353
90.0%	\$ 10,322,661	\$ 217,463,941	1.0%	\$ 114,696	\$ 8,456,207	\$ 114,696	\$ 8,341,511	\$ 12,682	\$ 1,019,584	\$ 16,875,937
90.0%	\$ 9,725,924	\$ 227,189,865	1.0%	\$ 108,066	\$ 8,341,511	\$ 108,066	\$ 8,233,445	\$ 12,936	\$ 959,656	\$ 17,835,593
90.0%	\$ 9,396,342	\$ 236,586,207	1.0%	\$ 104,404	\$ 8,233,445	\$ 104,404	\$ 8,129,041	\$ 13,195	\$ 926,439	\$ 18,762,033
90.0%	\$ 9,396,342	\$ 245,982,549	1.0%	\$ 104,404	\$ 8,129,041	\$ 104,404	\$ 8,024,637	\$ 13,459	\$ 926,176	\$ 19,688,208
90.0%	\$ 9,396,342	\$ 255,378,891	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 13,728	\$ 1,030,310	\$ 20,718,519
90.0%	\$ 9,396,342	\$ 264,775,233	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 14,002	\$ 1,030,036	\$ 21,748,554
90.0%	\$ 9,396,342	\$ 274,171,575	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 14,282	\$ 1,029,756	\$ 22,778,310
90.0%	\$ 9,396,342	\$ 283,567,917	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 14,568	\$ 1,029,470	\$ 23,807,780
85.0%	\$ 8,874,323	\$ 292,442,240	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 14,859	\$ 1,551,198	\$ 25,358,977
85.0%	\$ 8,874,323	\$ 301,316,563	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 15,157	\$ 1,550,900	\$ 26,909,877
85.0%	\$ 8,874,323	\$ 310,190,886	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 15,460	\$ 1,550,597	\$ 28,460,475
85.0%	\$ 8,874,323	\$ 319,065,209	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 15,769	\$ 1,550,288	\$ 30,010,763
85.0%	\$ 8,874,323	\$ 327,939,532	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 16,084	\$ 1,549,973	\$ 31,560,735
85.0%	\$ 8,874,323	\$ 336,813,855	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 16,406	\$ 1,549,651	\$ 33,110,386
85.0%	\$ 8,874,323	\$ 345,688,178	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 16,734	\$ 1,549,323	\$ 34,659,709
85.0%	\$ 8,874,323	\$ 354,562,501	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 17,069	\$ 1,548,988	\$ 36,208,697
85.0%	\$ 8,874,323	\$ 363,436,824	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 17,410	\$ 1,548,647	\$ 37,757,344
85.0%	\$ 8,874,323	\$ 372,311,147	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 17,758	\$ 1,548,299	\$ 39,305,642

(d) - Any unpaid balance in this account will be paid to the Company from the City's General Fund after Year 16 of the TIRZ



AGENDA ITEM #2 : INTRODUCE ORDINANCE 2025-34 APPROVING THE 2025 AMENDED AND RESTATED PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE No. TWO.



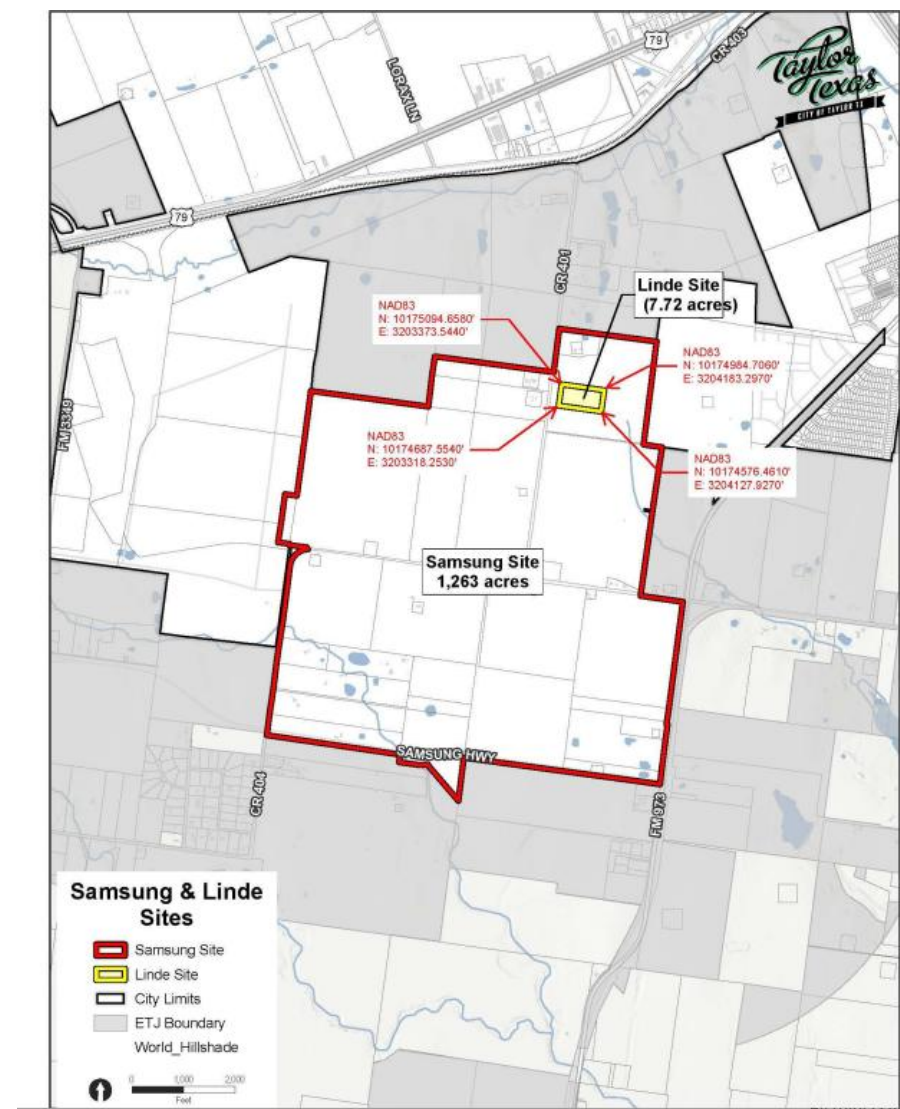
- History:

- April 30th, 2025 ~second amendment to Development Review Reimbursement Agreement regarding *repayments not to exceed (i) Nine Million U.S. Dollars (\$9,000,000.00) if Company meets the Equipment Threshold (as defined below) and (ii) Five Million U.S. Dollars (\$5,000,000.00) if Company does not meet the Equipment Threshold. The "Equipment Threshold" means Company has installed and commissioned equipment, i.e., has completed a safety level two inspection, in connection with the Project, costing in the aggregate at least Two Billion U.S. Dollars (\$2,000,000,000) by December 31, 2026. City is not required to repay amounts expended from the Third-Party Review Cost Escrow for Third Party Development Review Costs.*
- May 8th, 2025 ~ removal of Linde Gas from TIRZ # 2 (Zone #2)
- June 12th, 2025 ~ First amendment to tax abatement agreement revising definitions and milestones establishing occupiable and non-occupiable improvements.
- October 23rd, 2025 ~ TIRZ #2 met and approved unanimously a resolution amending and restating the Project and Finance and affirming Councils approval on the first amendment to the tax abatement agreement from June 12, 2025.



RECOMMENDATION:

- Ask Council to consider first reading of an ordinance for the amendment and restatement of the Project and Finance Plan for Tax Increment Reinvestment Zone # 2.





City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 3.

Agenda Title: Consider approval of Ordinance 2025-37 regarding a request for a Neighborhood Plan referred to as Taylor Apartments, generally located at 3601 N. Main Street, consisting of approximately 21.43 acres of land situated in the J. Pharrass Survey, Abstract No. 495, more particularly described by the Williamson Central Appraisal District Parcels R019549 and R020046, Taylor, Williamson County, Texas.

Council Action to be Taken: Approve on Consent Agenda.

Department Submitted: Development Services Department

Staff Contact: Courtney Peres, Interim Assistant Director

1. PURPOSE / DESCRIPTION

The applicant is requesting a Neighborhood Plan proposing P1: Nature, P3: Neighborhood, P4: Mix, P5: Urban Center, and CS: Civic Space Place Types. Specific uses proposed and aligning with the proposed Place Types are large and small apartment buildings, and civic spaces to support the proposed uses.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Upon analyzing the request for a Neighborhood Plan for large and small apartment uses in P5 and P4 place types, the proposed plan is consistent with the surrounding Place Types of the properties to the north, west, and south of the subject property and consistent with the future land use and growth type from the comprehensive plan.

City Council introduced the ordinance and held a public hearing at the November 13, 2025, Council Meeting.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

For the reasons stated in the staff analysis, staff recommends approval of the requested Neighborhood Plan with the following warrants and variances:

- A Warrant is recommended to allow for block lengths to exceed the maximum length for the townhomes, 4-story garden apartment, and 3-story garden apartment blocks

5. FUNDING SOURCE

N/A

6. TIMELINE

P&Z Commission Public Hearing: August 12, 2025

City Council Public Hearing: November 13, 2024

City Council Action: December 11, 2025

7. OTHER OPTIONS

8. ATTACHMENTS

1. PZ-2024-2173 3601 N Main Staff Report
2. PZ-2024-2173 Letter of Intent
3. PZ-2024-2173 Location Map
4. PZ-2024-2173 Current Zoning
5. PZ-2024-2173 Proposed Zoning
6. PZ-2024-2173 Growth Sector
7. PZ-2024-2173 Future Land Use
8. PZ-2024-2173 Notification Map
9. PZ-2024-2173 Ordinance 2025-37
10. PZ-2024-2173 Legal Description
11. PZ-2024-2173 Taylor Apartments Neighborhood Plan
12. PZ-2024-2173 PPT_TaylorApartments CC11132025

City of Taylor
PZ-2024-2173
Neighborhood Plan
Staff Report

Item Details

Subject Property:	Generally located at 3601 N Main Street
Total Acreage:	Approximately 21.43 acres
Legal Description:	Approximately 21.43 acres of land situated in the J. Pharrass Survey, Abstract No. 495, more particularly described by the Williamson Central Appraisal District Parcels R019549 and R020046, Taylor, Williamson County, Texas.
Applicant:	Mario Trevino, Pillar Income Asset Management
Property Owner(s):	Neil Crouch, LD Taylor TX LLC
Request:	A request for an Neighborhood Plan
Case History:	This is the first hearing of this request.

Overview of Applicant's Request & Background

The applicant is requesting a Neighborhood Plan proposing P1: Nature, P3: Neighborhood, P4: Mix, P5: Urban Center, and CS: Civic Space Place Types. Specific uses proposed and aligning with the proposed Place Types are large and small apartment buildings, and civic spaces to support the proposed uses.

The applicant chose to design the neighborhood plan and Michael Watkins Architect, to review and provide critique.

Location:

The subject property is located along the eastside of Main Street, approximately 400 feet south of the intersection of Carols g Parker Boluvard and Main Street.

Physical and Natural Features:

The subject property is majority vacant open space. The property has relatively flat topography with little vegetation, except for along the western property line.

Growth Sector Designations:

The subject property is located within the Intended Growth Sector (G-3) and Infill Growth Sector (G-5).

The Intended Growth Sector (G-3) 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. Growth policies should encourage the development or redevelopment of these areas as compact residential and mixed-use development.

The Infill Growth Sector (G-5) is made up of areas that are already developed and served by infrastructure. They are also intended for higher intensity uses than are currently in place.

Future Land Use and Zoning Designations:

The subject property is assigned the Future Land Use designation of Market: Regional.

Market Centers are mixed-use areas anchored by a retail destination where surrounding residents go to get daily goods and services. As with all centers, Market Centers are envisioned as mixed-use and walkable places. Neighborhood, Community, and Regional Market Centers differ by the scale of the development but not in the types of uses or the walkable nature (Envision Taylor Comprehensive Plan page 72).

The subject property is currently zoned P5: Urban Center, The P5 Urban Center Place Type regulates a higher intensity mixture of building types that accommodate commercial, retail, offices, hotels, and residential. Buildings are set close to the sidewalk with high pedestrian and vehicle traffic. P5 promotes a continuous line of buildings and wide sidewalks critical to defining the public frontage.

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	P5: Urban Center	Intended Growth Sector (G-3)	Market: Regional & Open Space	Self Storage
South	P5: Urban Center	Intended Growth Sector (G-3)	Market: Regional, Market: Community, & Employment: Neighborhood	Drive-Thru & Retail
East	ETJ	Future Growth Sector (G-1)	Area of Minimal Change	Vacant Agricultural Land
West	P5: Urban Center & CS: Civic Space	Infill Growth Sector (G-5)	Market: Regional	Retail

Transportation

The subject property gains access from Main street on the west side of the property. Various public rights-of-way are proposed within the neighborhood planr Plan to further connect to adjacent properties.

Utilities

The subject property is located within the City of Taylor water CCN. The property has an 12-inch waterline along Main Street to the west of the property. The property is located in the City of Taylor wastewater CCN. There is a 8-inch wastewater main along the western property boundary.

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. Fourteen (14) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, July 27, 2025

Staff Analysis

Upon analyzing the request for an Neighborhood Plan for large and small apartment uses in P5 and P4 place types, the proposed plan is consistent with the surrounding Place Types of the properties to the north, west, and south of the subject property and consistent with the future land use and growth type from the comprehensive plan. The request is consistent with the following Land Use Policy in Envision Taylor Comprehensive Plan:

- LU8 – A jobs-housing balance that supports people living and working in Taylor should be encouraged.
 - The addition of apartments support the existing retail and commercial.
- LU4 - New development and growth should not increase the flood hazards or other risks associated with climate change in existing neighborhoods
 - The development is not located withing any flood plain
- LU9 - Promote development patterns that maximize the use of existing infrastructure and land before expanding infrastructure to underdeveloped areas
 - The development is adjacent and connecting to existing developments.
- LU11 - Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre
 - The development promotes a higher density with multifamily.

Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested Neighborhood Plan with the following warrants and variances:

- A Warrant is recommended to allow for block lengths to exceed the maximum length for the townhomes, 4-story garden apartment, and 3-story garden apartment blocks

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 Neighborhood Plan consistent with the Comprehensive Plan?

- The Plan is consistent with the Comprehensive Plan. The applicant would like to use the property to develop the site with a large and small apartments that complement the nearby retail.

Is the plan compatible with the surrounding area?

- The neighborhood plan is compatible with the existing place types and the future land use of properties adjacent to the site.

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

- Staff analysis determined that the proposed plan for the subject property will promote public health, safety, and the general welfare. In addition, the planning principles and policy guide in the comprehensive plan aim to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development.

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

- The property has an 12-inch waterline along Main Street to the west of the property. Public utilities present in the immediate area that the property will need to extend throughout the site.

Do current conditions indicate that an Neighborhood Plan is necessary?

The Neighborhood Plan is a required step in the development process for properties over 2.5 acres on previously undeveloped land. The plan allows the subject property to consist of large and small apartments with connections to the surrounding existing retail and future development.

Attachments:

1. Letter of Intent from Applicant
2. Location Map
3. Existing Zoning Map
4. Proposed Zoning Map
5. Growth Sectors Map
6. Future Land Use Map
7. Notification Map
8. Draft Ordinance
 - a. Exhibit A – Survey
 - b. Neighborhood Plan

Mario Trevino
Pillar Income Asset Management
1603 LBJ Frwy, Suite 800
Dallas, TX 75234
mario.trevino@pillarincome.com
(469)522-4338
05/31/2024

City of Taylor
Development Services
400 Porter St
Taylor, TX 76574

To whom this may concern,

I am writing to express our formal intent to develop the 21.43-acre tract located at 3601 N Main St Taylor, TX 76574 into a multi-phase, multi-family residential and commercial project. This letter outlines our development proposal, which we believe will greatly enhance the area and meet the growing demand for housing and commercial space.

Our development plan comprises two phases of multi-family residential units and a commercial component as follows:

Phase 1 and Phase 2: Multi-Family Residential Development

- **Total Units:** 418 units (209 units in each phase)
- **Parking:** 479 parking spaces for the residential units, providing a parking ratio of approximately 2.29 spaces per unit
- **Amenities:** Each residential phase will include modern amenities to cater to the needs of our residents, such as a fitness center, resort style pool, community room, outdoor recreational areas, and more

Commercial Development

- **Total Area:** 10,194 square feet of commercial space
- **Parking:** 94 parking spaces dedicated to the commercial area

Key Benefits of the Development

1. **Housing Supply:** This development will significantly increase the supply of high-quality housing in the area, accommodating 418 families or individuals.
2. **Economic Growth:** The commercial space will attract businesses that will provide services to the community, create jobs, and stimulate local economic activity.
3. **Community Enhancement:** The project will contribute to the aesthetic and functional improvement of the neighborhood, offering new and attractive living and commercial environments.

We are committed to adhering to all local zoning regulations and requirements throughout the development process. Additionally, we will work closely with community leaders and stakeholders to ensure that our project aligns with the broader goals and needs of the community.

We believe this development represents a significant positive investment in the future of Taylor, and we are excited to move forward with this project. We look forward to the opportunity to discuss our proposal in greater detail and to address any questions or concerns you may have.

Thank you for considering our letter of intent. We anticipate working collaboratively with your team to bring this vision to fruition.

Please let me know if you need any additional information or if there are any specific requirements that need to be addressed in our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mario Trevino', with a stylized, flowing script.

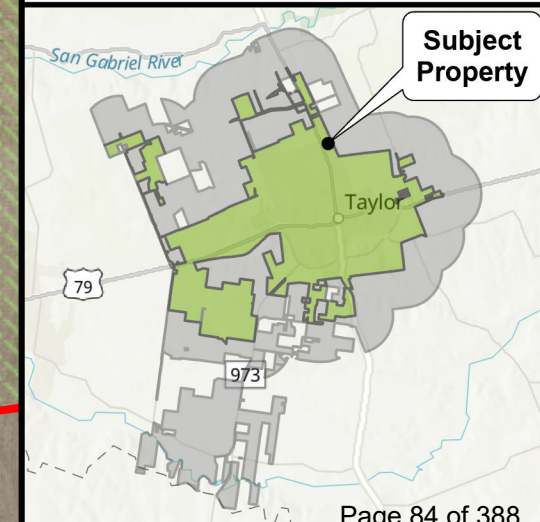
Mario Trevino
Pillar Income Asset Management



PZ-2024-2173

**3601 N Main St.
Neighborhood Plan
Location Map
Approximately 21 acres**

- City Limits
- ETJ Boundary
- Subject Property
- Parcels
- Railroads





PZ-2024-2173

**3601 N Main St.
Neighborhood Plan
Current Zoning Map
Approximately 21 acres**

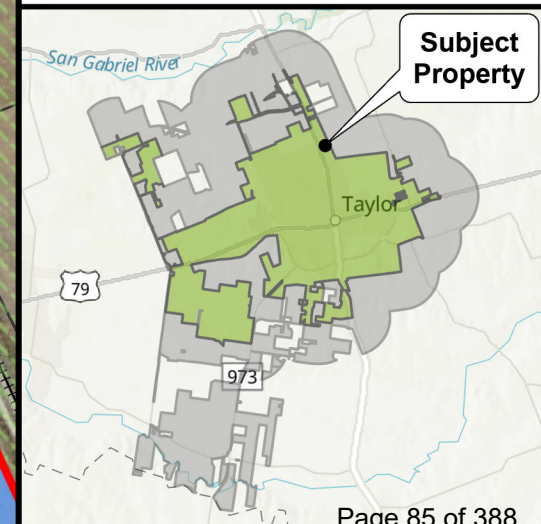
- City Limits
- ETJ Boundary
- Subject Property
- Parcels

Overlay Zoning

- P1: Nature

Place Type Zoning

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





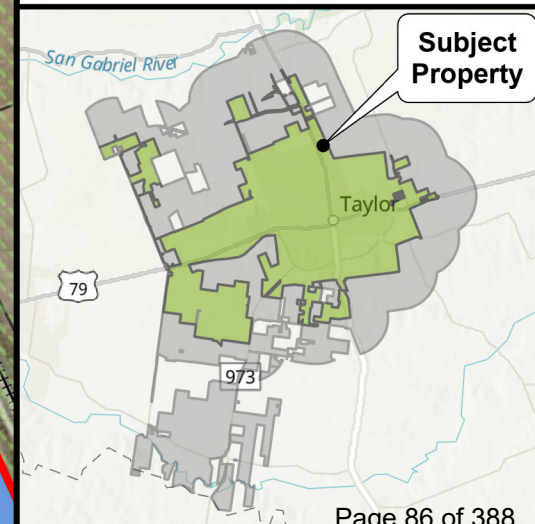
PZ-2024-2173

**3601 N Main St.
Neighborhood Plan
Proposed Zoning Map
Approximately 21 acres**

City Limits	Place Type Zoning
ETJ Boundary	P4: Mix
Subject Property	P5: Urban Center
Parcels	CS: Civic Space

Overlay Zoning

P1: Nature
Neighborhood Plan Overlay





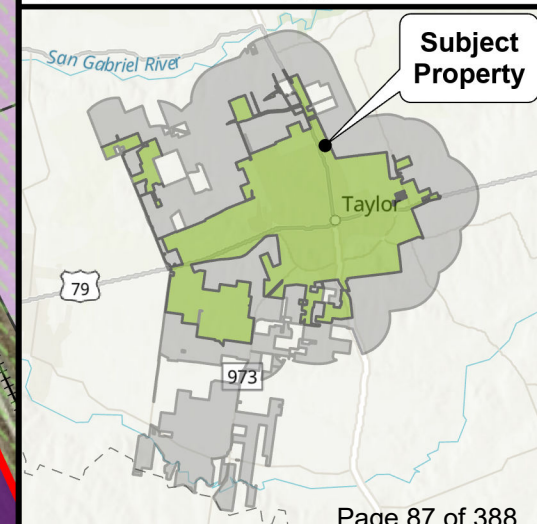
PZ-2024-2173

**3601 N Main St.
Neighborhood Plan
Growth Sector Map
Approximately 21 acres**

- City Limits
- ETJ Boundary
- Subject Property
- Parcels

Growth Sector

- Reserved Open Sector (O-2)
- Future Growth Sector (G-1)
- Intended Growth Sector (G-3)
- Infill Growth Sector (G-5)





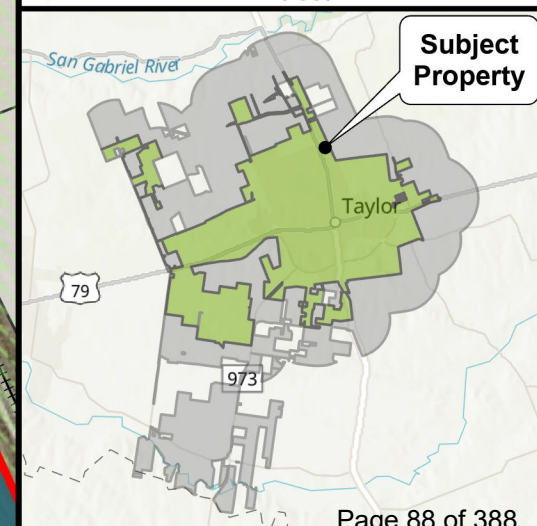
PZ-2024-2173

**3601 N Main St.
Neighborhood Plan
Future Land Use Map
Approximately 21 acres**

- City Limits
- ETJ Boundary
- Subject Property
- Parcels

Future Land Use

- Area of Minimal Change
- Employment: Neighborhood
- Market: Community
- Market: Regional
- Open Space

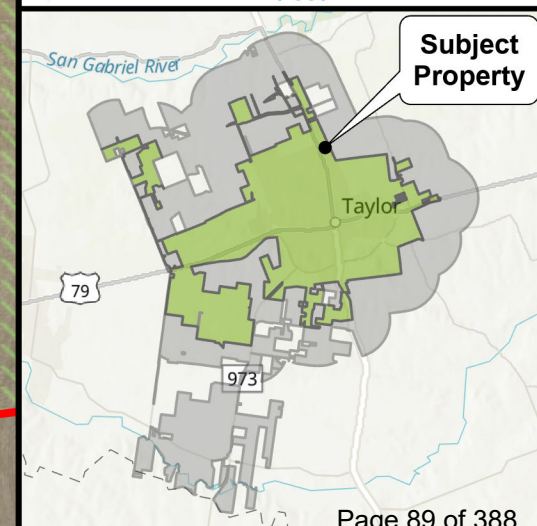




PZ-2024-2173

**3601 N Main St.
Neighborhood Plan
Notification Map
Approximately 21 acres**

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



ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY OF TAYLOR APPROVING A NEIGHBORHOOD PLAN FOR PROPERTY GENERALLY LOCATED AT 3601 N. MAIN STREET, CONSISTING OF APPROXIMATELY 21.43 ACRES OF LAND SITUATED IN THE J. PHARRASS SURVEY, ABSTRACT NO. 495, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019549 AND R020046, TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on November 13, 2025, to consider the request made by the applicant, whose property is legally described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes (“Property”), to approve a Neighborhood Plan referred to as Taylor Apartments; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on August 12, 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 Official Zoning map of the City of Taylor, Texas, is changed to indicate that a Neighborhood Plan has been approved for the Property and to show the allocation and location of Place Types on the Property as depicted in the Neighborhood Plan attached hereto for all purposes as Exhibit “B”.

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

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

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2025-37 was introduced before the Taylor City Council on the 13th day of November 2025.

PASSED, APPROVED, and ADOPTED on the 11th day of December, 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. 2025-37 passed and approved by the City Council of the City of Taylor, Texas, on the 11th day of December 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
(Neighborhood Plan)

Exhibit A
Page 1 **of** 3

21.430 ACRES

These notes describe that certain tract of land located in the **J. PHARRASS SURVEY, ABSTRACT NO. 495**, located in the City of Taylor, situated in Williamson County, Texas; being a portion of a called "23.00 Acres" conveyed in a Deed from Maude Eleanor and Ross M. Lynch to Harry Zeplin dated 5-20-1946 and recorded in Volume 338, Page 187 of the Deed Records of Williamson County (DRWC) and also a portion of a called "16.9 Acres" conveyed in a Deed from Kurt Wilde, et ux to Harry Zeplin dated 1-5-1948 and recorded in Volume 346, Page 268 (DRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on July 10, 2018, and being more fully described as follows:

BEGINNING at a 1/2" Iron rod found in the West line of the Union Pacific Railroad, being the Southeast corner of Lot 1 of the AAA storage subdivision, as recorded in cabinet FF, Slide 258 of the Plat records of Williamson County (PRWC), being the Northeast corner of said "16.9 Acres" and also being the Northeast corner of herein described tract, from which a 1/2" Iron rod found (did not honor) bears North 26° 09' 58" West a distance of 9.83 feet, and a 1/2" Iron pipe found at the Northeast corner of said "Lot 1 of the AAA storage subdivision" bears North 24° 38' 02" West a distance of 326.31 feet;

THENCE South 24° 37' 15" East with the West line of said Union Pacific Railroad and the East line of said "16.9 Acres", passing the common line of said "16.9 Acres" and said "23.00 Acres" at approximately 509.4 feet and continuing for a total distance of **834.23 feet** to a 1/2" Iron rod found (capped 4249) being the Northeast corner of a called "9.9795 Acres" conveyed in a Warranty deed with Vendor's lien from Ronald R. McBroom and George Williams to Shannon B. McMakin and J. Patrick Quinn dated 12-18-2003 and recorded in Document No. 2003121597 of the Official Public Records of Williamson County (OPRWC), also being the Southeast corner of herein described tract;

THENCE South 68° 08' 33" West with the North line of said "9.9795 Acres", over and across said "23.00 Acres" a distance of **1186.70 feet** to a 1/2" Iron rod found (capped 4249) being the Northeast corner of Lot 1, Block 1 of the M&W Development Subdivision as recorded in Cabinet "CC", Slide 374 (PRWC), being an exterior corner of said "9.9795 Acres" and also being an angle corner of herein described tract;

THENCE South 67° 19' 41" West with the North line of said "Lot, Block 1 M&W Development Subdivision" over and across said "23.00 Acres" a distance of **296.01**

Exhibit A
Page 2 **of** 3

feet to a 1/2" Iron rod found (capped 4249) being in the East right-of-Way line of State Highway No. 95, also known as North Main Street, being the Northwest corner of said "Lot, Block 1 M&W Development Subdivision" and also being the Southwest corner of herein described tract;

THENCE North 21° 31' 10" West with said "East right-of-Way line of State Highway No. 95, also known as North Main Street", a distance of **64.34 feet** to a 1/2" Iron rod found (capped), being the Southwest corner of Lot 1, Block 1 of the Advance Auto Parts Subdivision as recorded in Document No. 2015017419 (OPRWC), also being an exterior corner of herein described tract;

THENCE North 68° 10' 20" East with North line of said "Lot 1, Block 1 of the Advance Auto Parts Subdivision" a distance of **245.01 feet** to a 1/2" Iron rod found, being the Southeast of said "Lot 1, Block 1 of the Advance Auto Parts Subdivision" and also being an interior corner of herein described tract;

THENCE North 21° 46' 41" West with East line of said "Lot 1, Block 1 of the Advance Auto Parts Subdivision" a distance of **129.57 feet** to a Iron rod found with aluminum disc stamped "Woodley" at the Northeast corner of said "Lot 1, Block 1 of the Advance Auto Parts Subdivision", being the Southeast corner of Lot 1, Block 1 of the Whataburger Subdivision, as recorded in Cabinet "DD", Slides 258 - 259 of the Plat Records of Williamson County (PRWC), also being an angle corner of herein described tract;

THENCE North 21° 36' 06" West with East line of said "Lot 1, Block 1 of the Whataburger Subdivision" a distance of **150.31 feet** to a 1/2" Iron rod found (capped 4249), being the Northeast corner of "Lot 1, Block 1 of the Whataburger Subdivision" also being in the South line of Lot 1, Block 1 of the T. S. Taylor Subdivision, as recorded in Cabinet "Z", Slide 367 (PRWC), being an exterior corner of herein described tract;

THENCE North 68° 17' 21" East with the South line of said "Lot 1, Block 1 of the T. S. Taylor Subdivision" a distance of **230.09 feet** to a 1/2" Iron rod found (capped Vara Survey) being the Southeast corner of said "Lot 1, Block 1 of the T. S. Taylor Subdivision", also being an interior corner of herein described tract;

THENCE North 21° 36' 59" West with the East line of said "Lot 1, Block 1 of the T. S. Taylor Subdivision" a distance of **300.37 feet** to a 1/2" Iron rod found (capped Vara Survey) being the Northeast corner of said "Lot 1, Block 1 of the T. S. Taylor Subdivision", also being an interior corner of herein described tract;

THENCE South 68° 13' 07" West with the North line of said "Lot 1, Block 1 of the T. S. Taylor Subdivision" a distance of **79.02 feet** to a 1/2" Iron rod found, being the

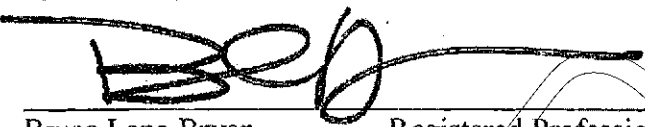
Exhibit A
Page 3 **of** 3

Southeast corner of Lot 1, of the Main Street Commons Subdivision, as recorded in Document No. 2012031807 (OPRWC), being an exterior corner of herein described tract;

THENCE North 21° 33' 36" West with the East line of said "Lot 1, of the Main Street Commons Subdivision" a distance of **199.73 feet** to a PK Nail set, being the in the East line of said "Lot 1, of the Main Street Commons Subdivision", being an interior corner of said "Lot 1 of the AAA storage subdivision", and also being the Northwest corner of herein described tract, from which a 5/8" Iron rod found at the Northeast corner of "Lot 1, of the Main Street Commons Subdivision" bears North 21 ° 40' 16" West a distance of 109.88 feet;

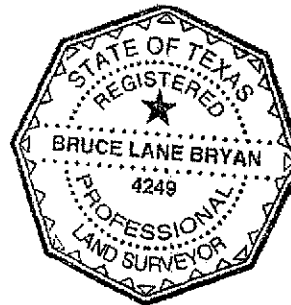
THENCE North 68° 29' 07" East with the South line of said "Lot 1 of the AAA storage subdivision" a distance of **1042.87 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of **21.430 Acres**.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment.


 Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

Bryan Technical Services, Inc.
 911 North Main, Taylor, Texas 76574
 Firm No. 10128500
www.bryantechnicalservices.com



Return to
Longhorn Title Co., Inc.
 309 N. Main
 Taylor, TX 76574

SITE 19.95 ACRES
UNITS 422 (384 MF + 38 TH)
DENSITY 21.15

COMMERCIAL 1.48 ACRES

TOTAL ACREAGE: 21.43

UNIT TABULATION - MF

	UNITS	RATIO
A UNITS	224	58.0%
B UNITS	160	42.0%
TOTAL M.F.	384	100%

TH UNITS	38
TOTAL (MF + TH)	422

BLOCK 1 - PARKING TABULATION

TOTAL UNITS	108
'A' - BUILDING FOOTPRINT AREA	38,978 SF
'B' - ALLOWABLE PARKING AREA (A X 1.5 = B)	58,467 SF
'C' - PROVIDED PARKING AREA	41,401 SF

PARKING PROVIDED	171
PARKING-TO-UNIT RATIO	1.58

BLOCK 2 - PARKING TABULATION

TOTAL UNITS	96
'A' - BUILDING FOOTPRINT AREA	34,340 SF
'B' - ALLOWABLE PARKING AREA (A X 1.5 = B)	51,510 SF
'C' - PROVIDED PARKING AREA	50,842 SF

PARKING PROVIDED	187
PARKING-TO-UNIT RATIO	1.94

BLOCK 3 - PARKING TABULATION

TOTAL UNITS	96
'A' - BUILDING FOOTPRINT AREA	34,340 SF
'B' - ALLOWABLE PARKING AREA (A X 1.5 = B)	51,510 SF
'C' - PROVIDED PARKING AREA	50,434 SF

PARKING PROVIDED	186
PARKING-TO-UNIT RATIO	1.93

BLOCK 4 - PARKING TABULATION

TOTAL UNITS	104
'A' - BUILDING FOOTPRINT AREA	34,756 SF
'B' - ALLOWABLE PARKING AREA (A X 1.5 = B)	52,134 SF
'C' - PROVIDED PARKING AREA	38,132 SF

PARKING PROVIDED	172
PARKING-TO-UNIT RATIO	1.65

BLOCK 5 - PARKING TABULATION

'A' - BUILDING FOOTPRINT AREA	11,400 SF
'B' - ALLOWABLE PARKING AREA (A X 1.5 = B)	17,100 SF
'C' - PROVIDED PARKING AREA	17,028 SF

PARKING PROVIDED	47
------------------	----

- ADDRESS:
- 3601 S HWY 95, TAYLOR, TX 76574
 - PARCEL ID: R019549

LOT PLACE TYPE:

- P3 - NEIGHBORHOOD
- P4 - MIX
- P5 - URBAN CENTER

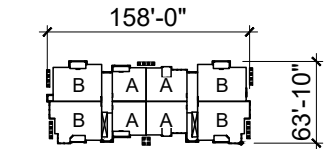
LOT DEVELOPMENT PATTERN:

- TRADITIONAL NEIGHBORHOOD DEVELOPMENT.
(HISTORIC-PATTERNED DEVELOPMENT WITH SMALL, WALKABLE BLOCKS ON A STREET GRID WITH WELL-DEFINED PUBLIC SPACES.)

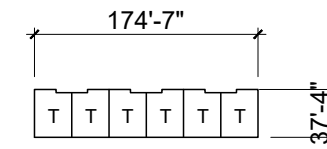
RIGHT OF WAY TYPES:

- NEIGHBORHOOD AVENUE
(26FT PAVING WIDTH, 60FT DEDICATED RIGHT-OF-WAY)
- STREET
(26FT PAVING WIDTH, 50FT DEDICATED RIGHT-OF-WAY)
- PATH
(5FT PAVING WIDTH, RIGHT-OF-WAY VARIES)

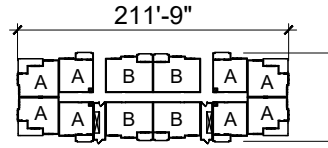
BUILDING KEY



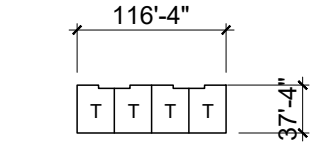
BUILDING B 3 STORY



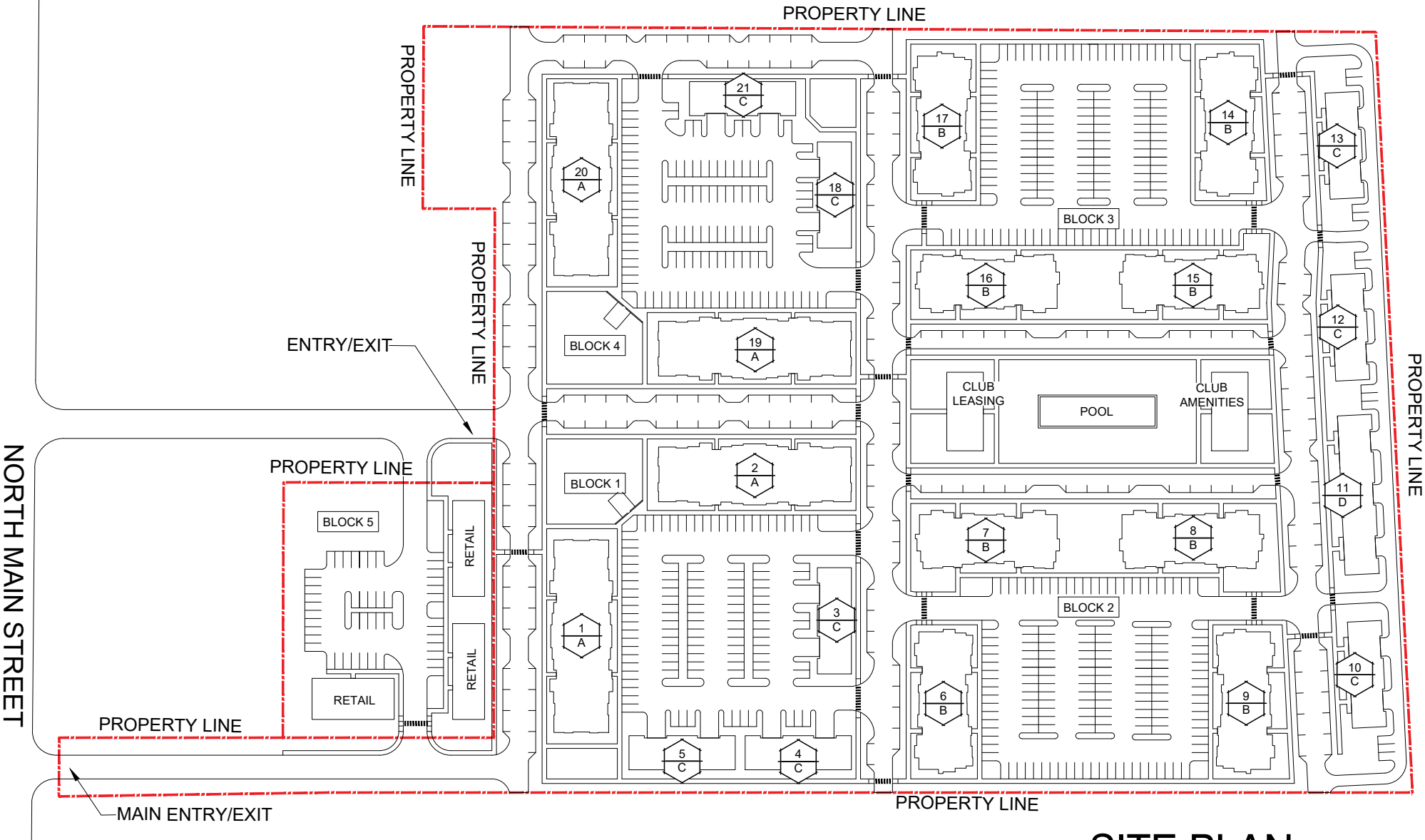
BUILDING D 2 STORY



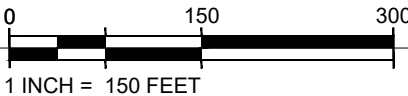
BUILDING A 4 STORY



BUILDING C 2 STORY



SITE PLAN

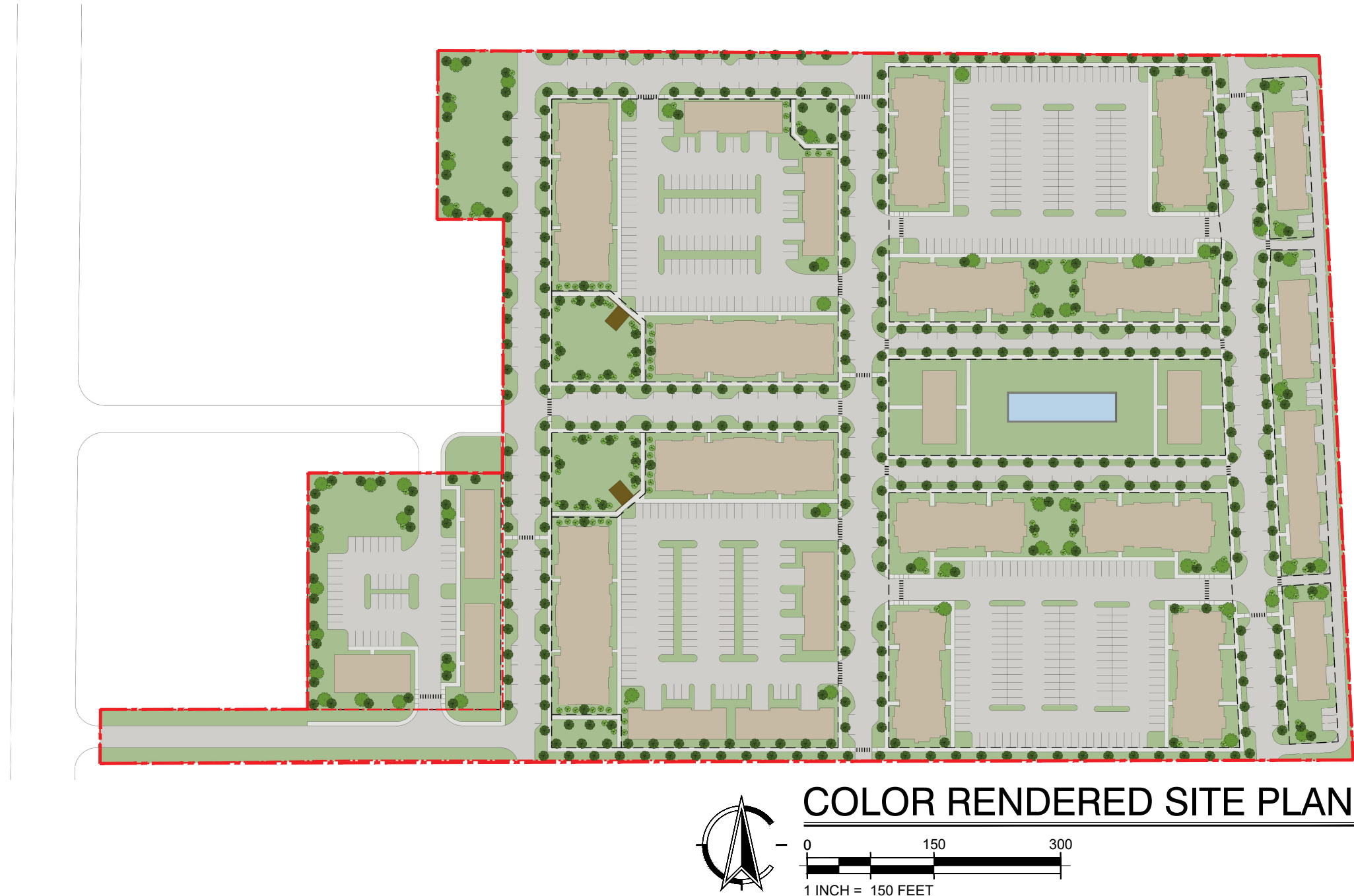


3601 S HWY 95,
TAYLOR, TEXAS 76574

DATE: 07/14/25

A1.1

COLOR
RENDERED
SITE PLAN
Copyright © 2025



COLOR RENDERED SITE PLAN

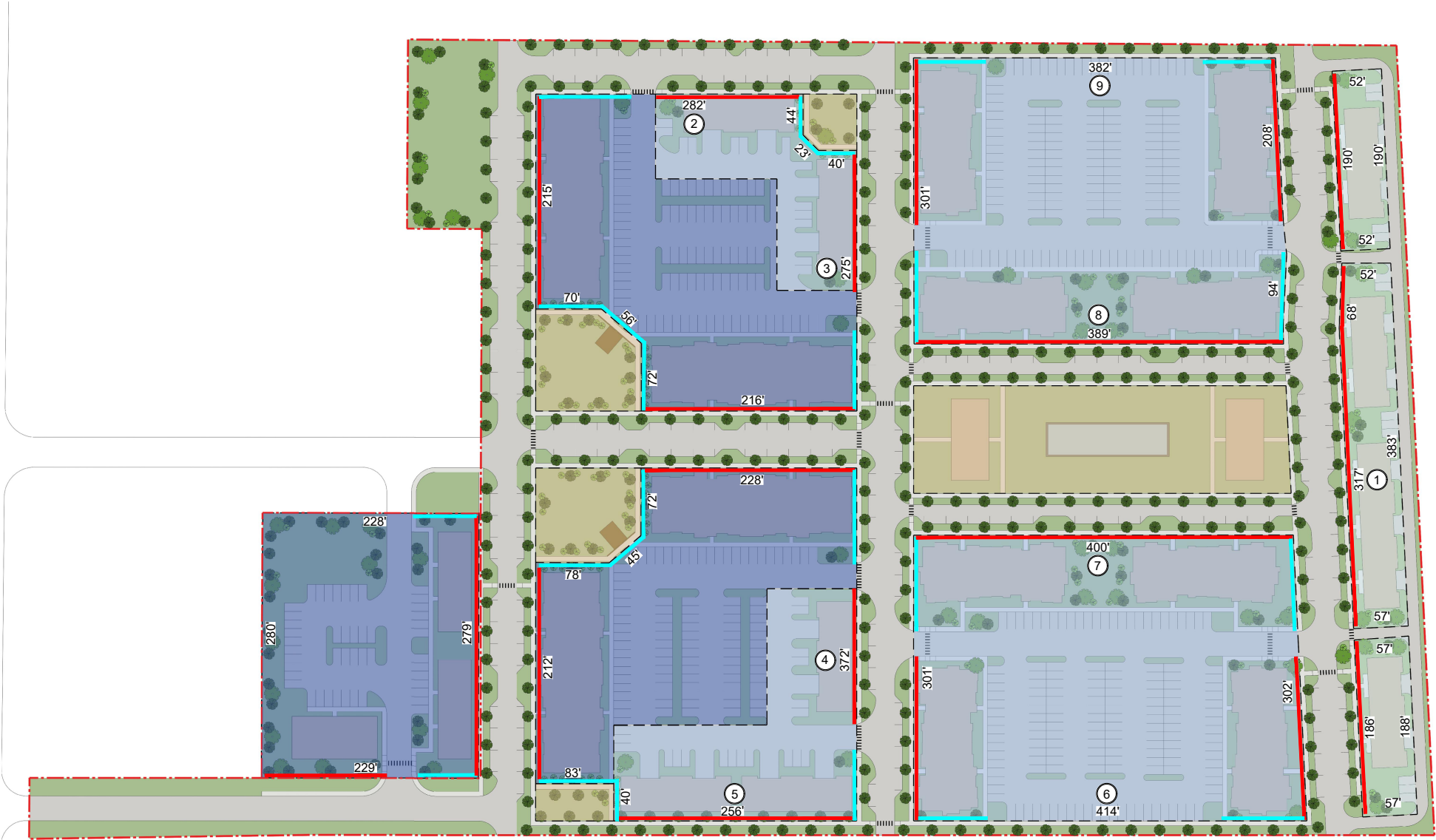
0 150 300
1 INCH = 150 FEET

A WARRANT IS RECOMMENDED TO ALLOW FOR A HIGHER BLOCK LENGTH AT THE FOLLOWING LOCATIONS:

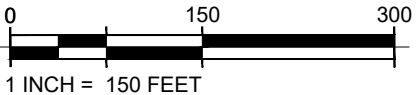
- ① TOWNHOUSE BLOCK.
THIS BLOCK CAN NOT BE REDUCED WITH A PATH OR OTHER THOROUGHFARE DUE TO A NEARBY TRAIN TRACK THAT WOULD PREVENT CONNECTIVITY TO ADJACENT SITE.
- ② 4-STORY GARDEN APARTMENT/ TOWNHOUSE BLOCK.
THIS BLOCK CAN NOT BE REDUCED FURTHER DUE TO UNIT DENSITY AND PARKING COUNT CONSTRAINTS.
- ③ 4-STORY GARDEN APARTMENT/ TOWNHOUSE BLOCK.
THIS BLOCK CAN NOT BE REDUCED FURTHER DUE TO UNIT DENSITY AND PARKING COUNT CONSTRAINTS.
- ④ 4-STORY GARDEN APARTMENT/ TOWNHOUSE BLOCK.
THIS BLOCK CAN NOT BE REDUCED FURTHER DUE TO UNIT DENSITY AND PARKING COUNT CONSTRAINTS.
- ⑤ 4-STORY GARDEN APARTMENT/ TOWNHOUSE BLOCK.
THIS BLOCK CAN NOT BE REDUCED FURTHER DUE TO UNIT DENSITY AND PARKING COUNT CONSTRAINTS.
- ⑥ 3-STORY GARDEN APARTMENT BLOCK.
THIS BLOCK CAN NOT BE REDUCED FURTHER DUE TO UNIT DENSITY AND PARKING COUNT CONSTRAINTS.

- ⑦ 3-STORY GARDEN APARTMENT BLOCK.
THIS BLOCK CAN NOT BE REDUCED FURTHER DUE TO UNIT DENSITY AND PARKING COUNT CONSTRAINTS.
- ⑧ 3-STORY GARDEN APARTMENT BLOCK.
THIS BLOCK CAN NOT BE REDUCED FURTHER DUE TO UNIT DENSITY AND PARKING COUNT CONSTRAINTS.
- ⑨ 3-STORY GARDEN APARTMENT BLOCK.
THIS BLOCK CAN NOT BE REDUCED FURTHER DUE TO UNIT DENSITY AND PARKING COUNT CONSTRAINTS.

KEY	
	PRIMARY FRONTAGE
	SECONDARY FRONTAGE
	BLOCK OUTLINE



BLOCK/FRONTAGE DIAGRAM



KEY

SUBJECT PROPERTY

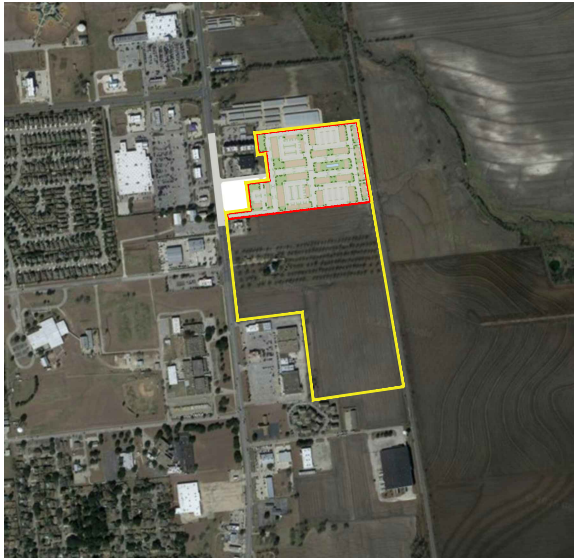
PEDESTRIAN SHED*

*PEDESTRIAN SHED CONSTITUTES APPROXIMATELY 80 ACRES.

*AREA OUTSIDE SUBJECT PROPERTY BUT WITHIN PEDESTRIAN SHED, NOT YET SUBDIVIDED; TO HAVE STANDARD MIX OF PLACE TYPE ALLOCATIONS PER LDC

1. THE PERCENTAGES LISTED ARE CALCULATED WITH RESPECT TO THE AREA OF THE PEDESTRIAN SHED AS SHOWN. THE PEDESTRIAN SHED (AS DESCRIBED IN LDC 3.6.1.7) DELINEATES THE AREA OF THE SUBJECT PROPERTY AND ADJACENT PROPERTIES INTENDED TO CONSTITUTE A COMPLETE TND (AS DESCRIBED IN LDC 3.6.1.4). AREAS AND PERCENTAGES LISTED ARE APPROXIMATE.
2. THE AREAS AND PERCENTAGES LISTED ARE CALCULATED EXCLUDING THE FOLLOWING: FRONT TYPE THOROUGHFARES, LAND WITH THE ETJ OR OTHER LAND OUTSIDE THE TAYLOR CITY LIMITS AND TxDOT ROW.
3. A WARRANT IS RECOMMENDED TO ALLOW FOR A LOWER RATIO OF P1 THAN IS PERMITTED FOR A TND, GIVEN THE EXISTING CONDITIONS OF THE SUBJECT PROPERTY. IT IS PROJECTED THAT AREA WITHIN THE PEDESTRIAN SHED BUT, OUTSIDE SUBJECT PROPERTY TO CONTAIN RECOMMENDED P1 PERCENTAGES FOR TND.

PLACE TYPE	PERMITTED FOR A TND	WITHIN PEDESTRIAN SHED			TARGET FOR SUBJECT PROPERTY
		TOTAL	OUTSIDE SUBJECT PROPERTY	INSIDE SUBJECT PROPERTY	
P1	5% MIN.	4.0 ACRE (5%)	4.0 ACRE	0.0 ACRE	0.77 ACRE
P3	10-30%	15.8 ACRE (20%)	14.8 ACRE	1.0 ACRE	1.5-4.7 ACRE
P4	40-60%	35.5 ACRE (45%)	28.5 ACRE	7.0 ACRE	6.2-9.3 ACRE
P5	10-30%	15.8 ACRE (20%)	11.2 ACRE	4.6 ACRE	1.5-4.7 ACRE
CS	10% MIN.	7.9 ACRE (10%)	6.2 ACRE	1.7 ACRE	1.5 ACRE MIN.
TOTAL	100%	79.0 ACRE (100%)	-	14.3 ACRE	-



VICINITY MAP



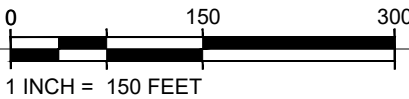
PLACE TYPE DIAGRAM



KEY			
	PROPERTY LINE		
	NAME	ROW	PAVEMENT
	NEIGHBORHOOD AVENUE	62	36
	STREET	62	36
	STREET	46	20
	FIRE ALLEY	V	26
	REAR ALLEY	16	12
	PATH	V	5
	SIDEWALK IN CIVIC SPACE		



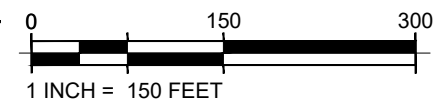
THOROUGHFARE TYPE DIAGRAM



KEY	
	PROPERTY LINE
	SQUARE
	POCKET PARK
TOTAL AREA OF CIVIC SPACE IN SUBJECT PROPERTY: 1.7 ACRES.	

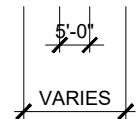
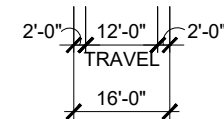
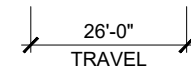
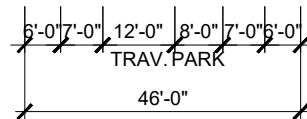
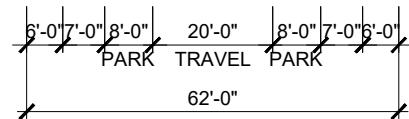
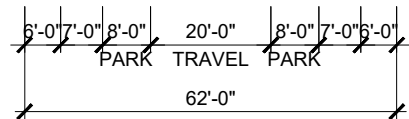
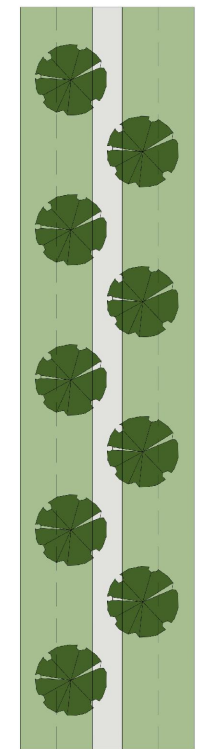
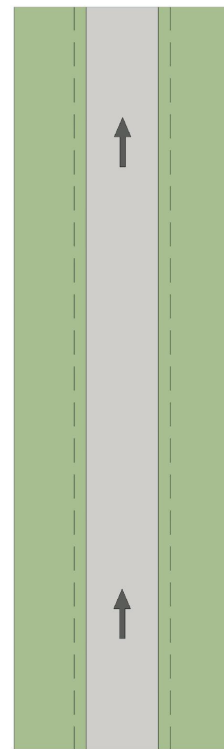
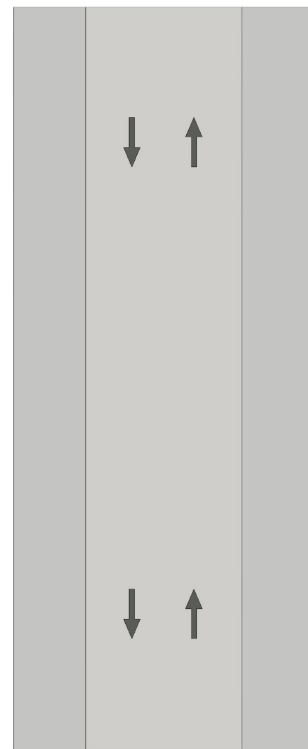
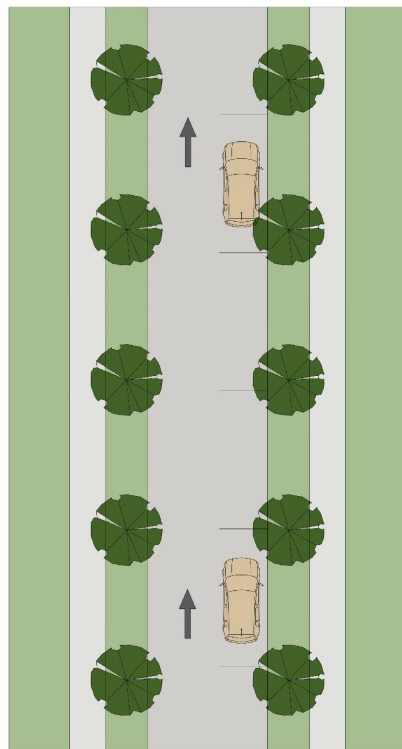
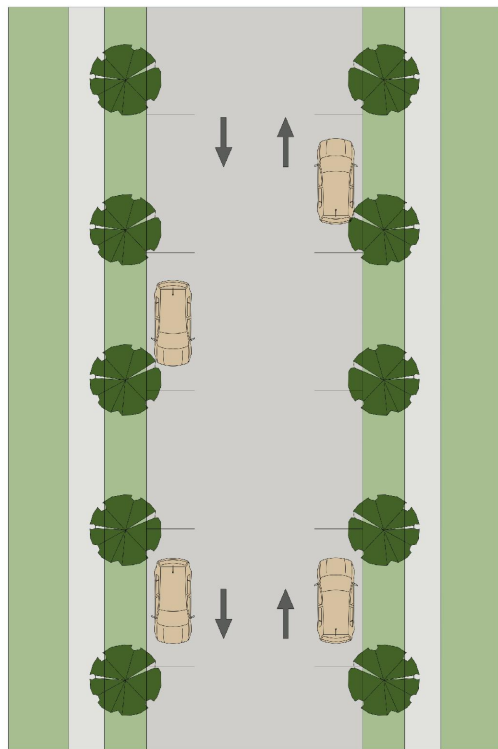
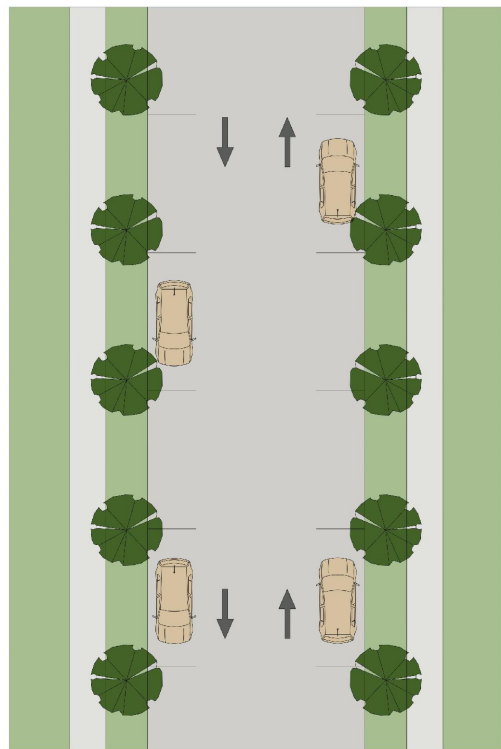
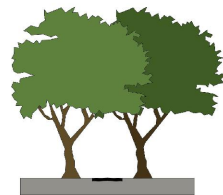
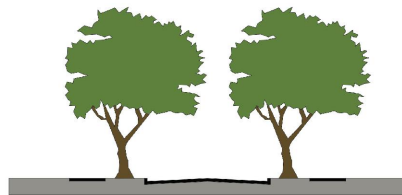
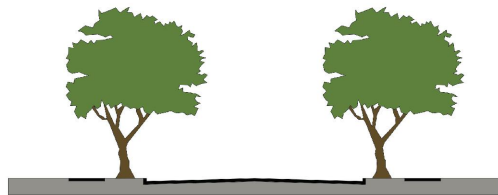
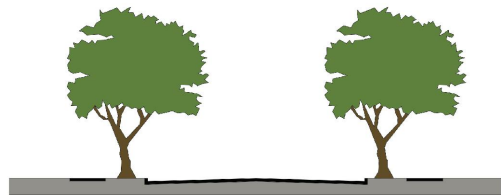


CIVIC SPACE PLAN



THOROUGHFARE TYPE
RIGHT-OF-WAY WIDTH
PAVEMENT WIDTH

XX-##-##
THOROUGHFARE TYPE
RIGHT-OF-WAY OR EASEMENT WIDTH
PAVEMENT WIDTH
MOVEMENT
TRAFFIC LANES
PARKING LANES
PAVEMENT/CURB
CURB TYPE
PLANTER TYPE (INCLUDES CURB IF ANY)
LANDSCAPE TYPE
WALKWAY TYPE



AV-62-36
NEIGHBORHOOD AVENUE
60 FT. ROW
36 FT. PAVEMENT
SLOW MOVEMENT
TWO-WAY TRAFFIC
PARKING BOTH SIDES
12 FT. CURB RADIUS
HEADER CURBS
7 FT. TREE LAWN
ALLEE: 35-30 FT. O.C.
6 FT. SIDEWALK

ST-62-36
STREET
60 FT. ROW
36 FT. PAVEMENT
SLOW MOVEMENT
TWO-WAY TRAFFIC
PARKING BOTH SIDES
12 FT. CURB RADIUS
HEADER CURBS
7 FT. TREE LAWN
ALLEE: 35-30 FT. O.C.
6 FT. SIDEWALK

ST-46-20
STREET
39 FT. ROW
20 FT. PAVEMENT
SLOW MOVEMENT
ONE-WAY TRAFFIC
PARKING ONE SIDE
12 FT. CURB RADIUS
HEADER CURBS
7 FT. TREE LAWN
ALLEE: 35-30 FT. O.C.
6 FT. SIDEWALK

FA-N/A-26
FIRE ALLEY
N/A
26 FT. PAVEMENT
SLOW MOVEMENT
TWO-WAY TRAFFIC
N/A
N/A
N/A
N/A
N/A
N/A
NO SIDEWALK

RA-16-12
REAR ALLEY
N/A
26 FT. PAVEMENT
SLOW MOVEMENT
TWO-WAY TRAFFIC
N/A
N/A
N/A
N/A
N/A
N/A
NO SIDEWALK

PT-V-5
PATH
ROW WIDTH VARIES
N/A
N/A
N/A
N/A
N/A
PLANTING ZONE VARIES
TREES, GROUND COVER, SHRUBS, LAWN
5 FT. SIDEWALK

3601 S HWY 95,
TAYLOR, TEXAS 76574

DATE: 07/14/25

A1.6

THOROUGHFARE
SECTIONS

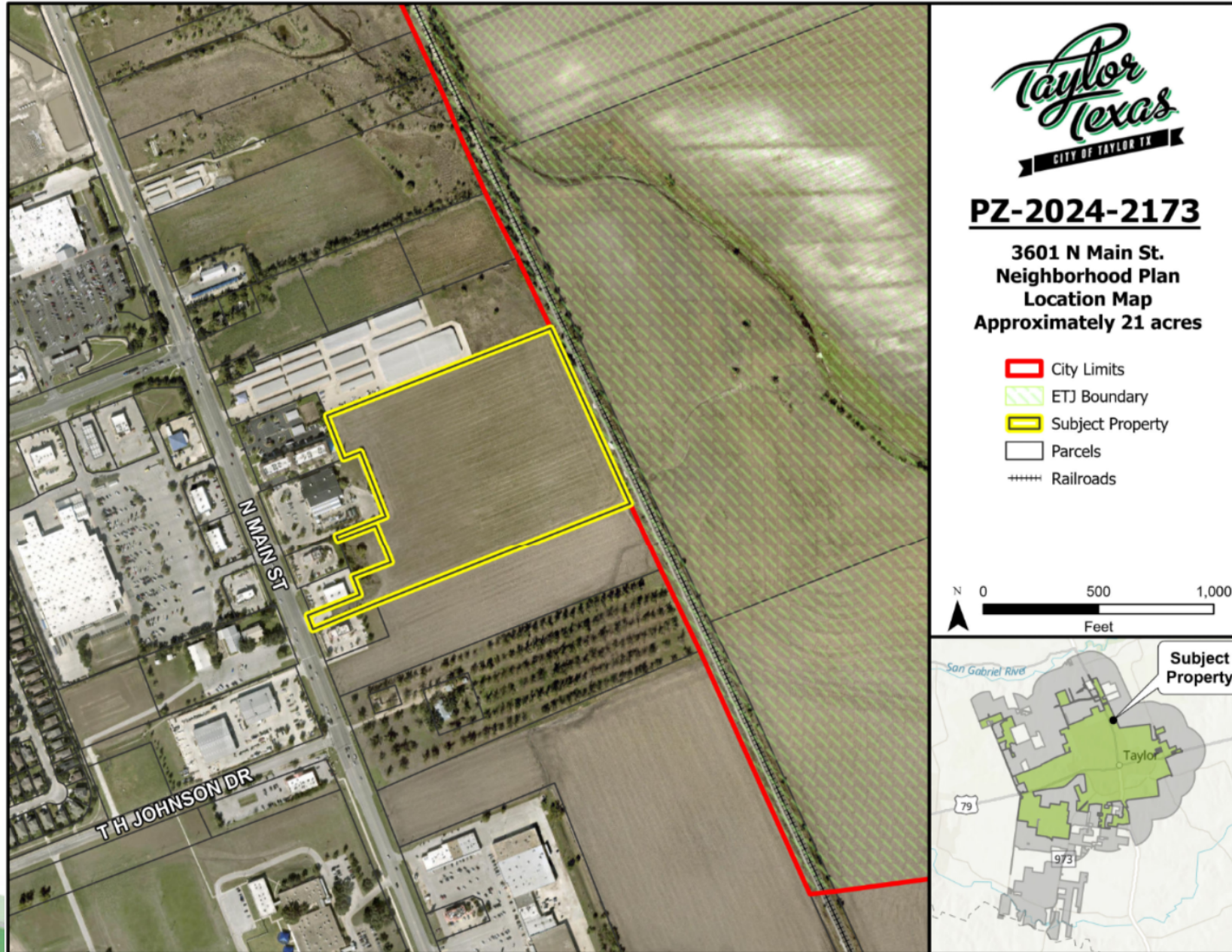
Copyright © 2025

PZ-2024-2173

Neighborhood Plan

3601 N Main – Taylor Apartments

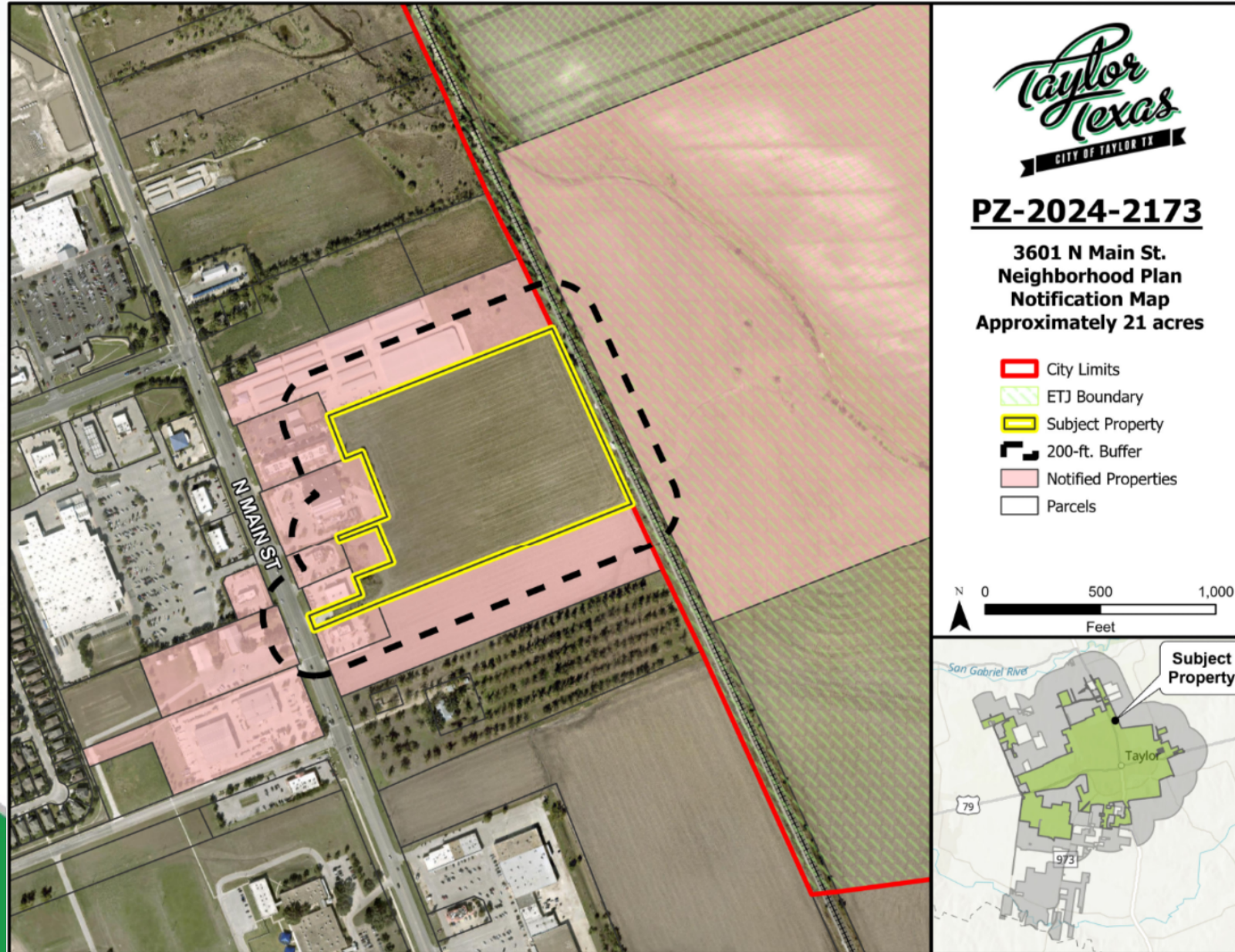
Location Map



Reference Map



Notification Map

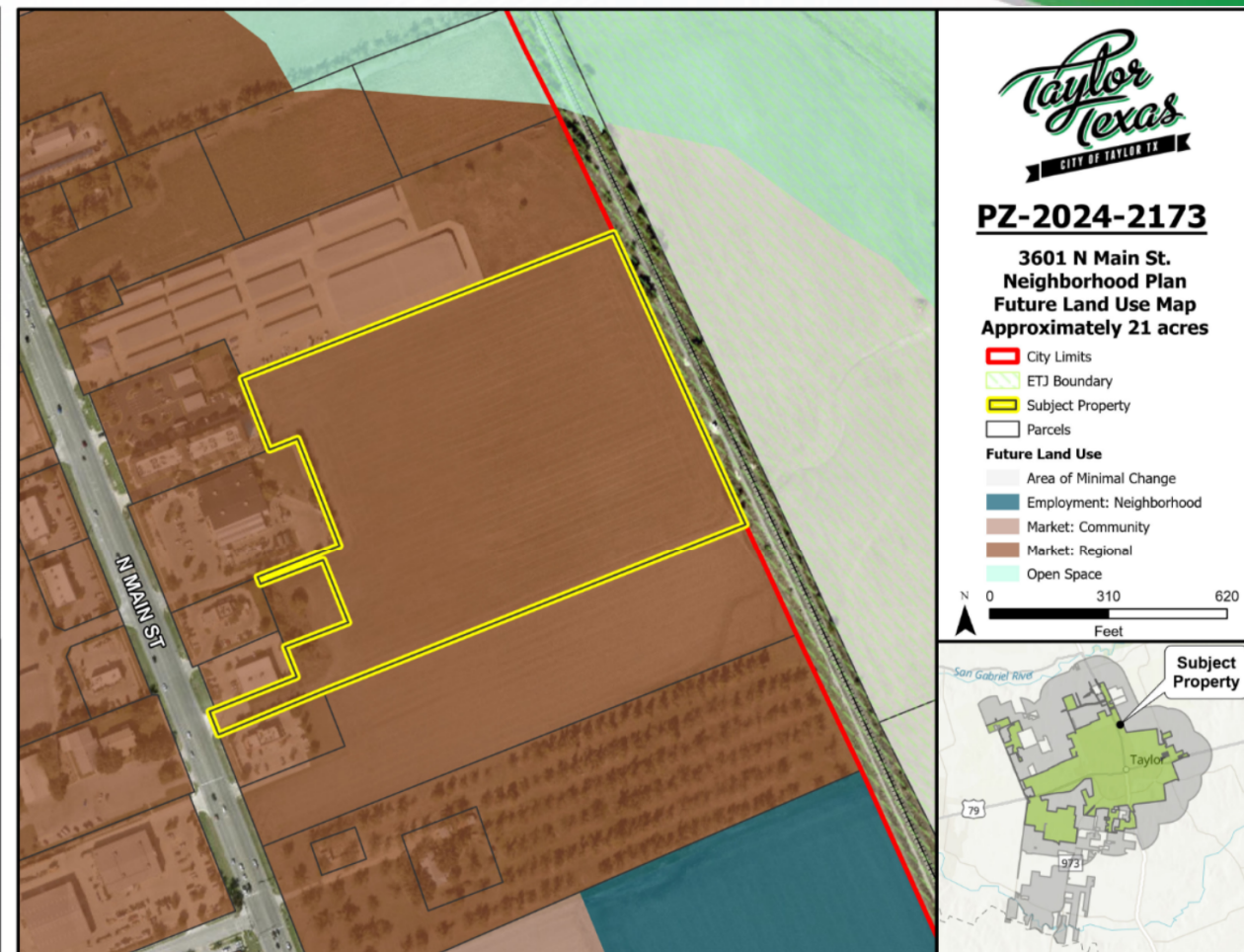
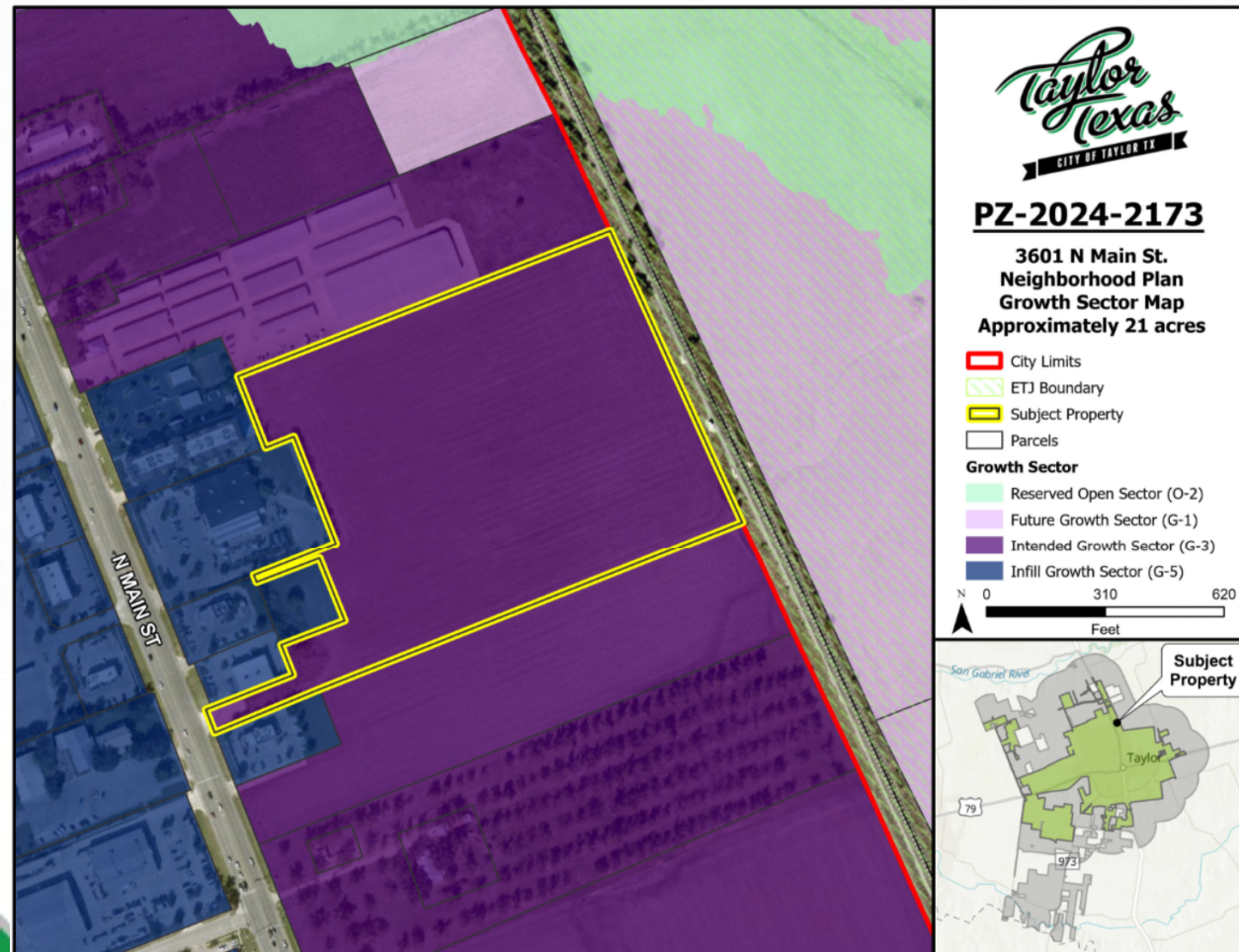


- 14 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received one (1) response in opposition and zero (0) in approval of the request from the notified parties.

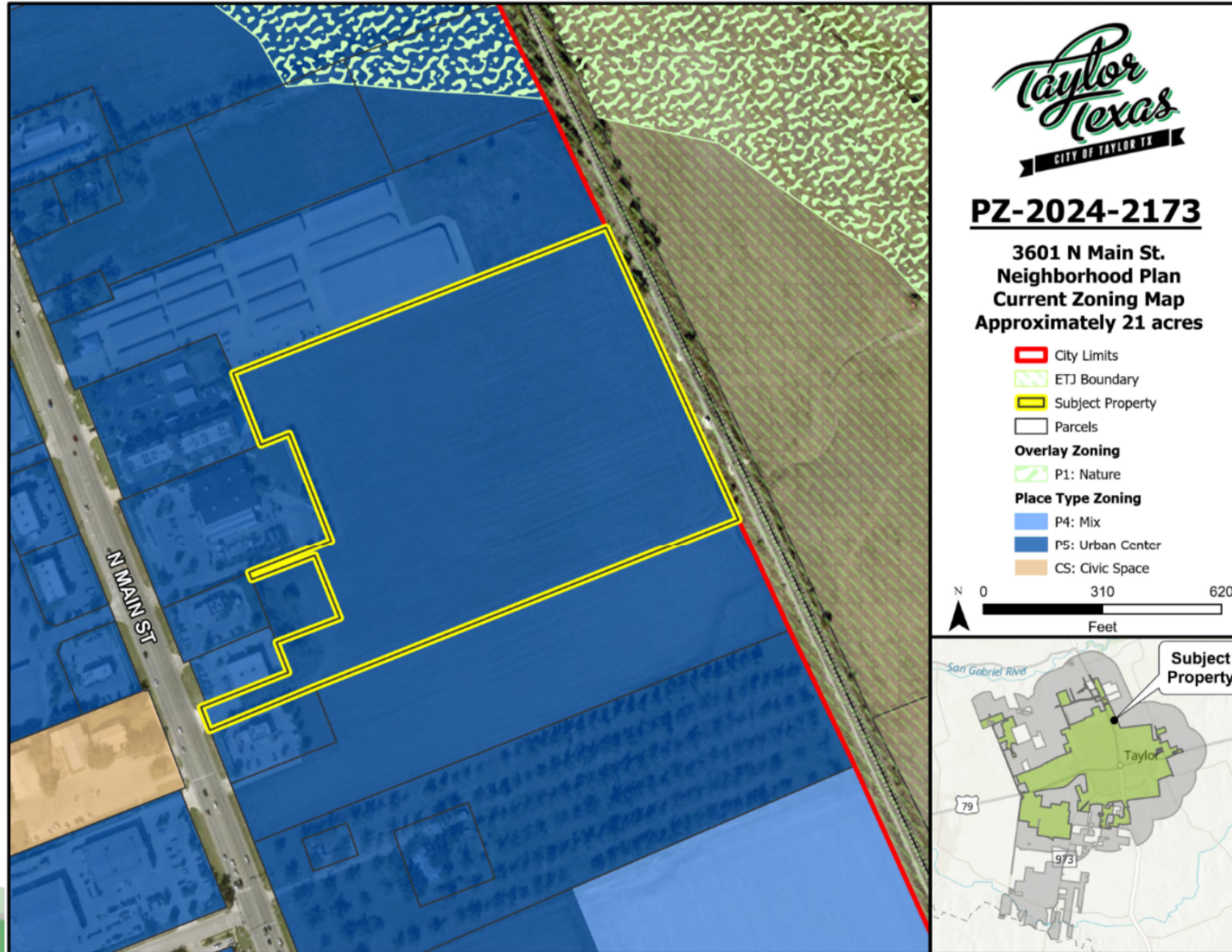
Project History

- The project was applied for on June 3, 2024.
- The requirement for a Special Use Permit for Multifamily was approved June 12, 2025, thus does not apply to this project.
- The Applicant has stated that no tax exemptions or financing mechanisms will be utilized.

Growth Sector & Future Land Use Maps



Existing Zoning Map



Existing Zoning

4 - 132

TAYLOR MADE LAND DEVELOPMENT ORDINANCE

4.3.1.8 P5 - URBAN CENTER

LOTS

WIDTH (MINIMUM)	NONE
AREA (MINIMUM)	NONE
LOT COVERAGE (MAXIMUM)	100%
BUILD-TO-LINE (RANGE)	0'- 15'
FACADE BUILDOUT (MINIMUM)	80%
STORIES (MAXIMUM)	5 STORIES

BLOCKS

BLOCK LENGTH (MAXIMUM)	330'
BLOCK PERIMETER (MAXIMUM)	1,320'

PUBLIC FRONTAGE (RIGHT OF WAY)

SIDEWALK ZONE WIDTH	12'-18'
LANDSCAPE ZONE	PERMITTED
VEHICULAR PARKING ZONE WIDTH	PARALLEL - 8'-12' ANGLED - 17'-22'
VEHICULAR TRAVEL ZONE WIDTH	16'- 40'

BUILDING TYPES

DETACHED DWELLING	☐
ATTACHED DWELLING	☐
COTTAGE COURT	☐
DUPLEX	☐
TRIPLEX	☐
QUADRAPLEX	☐
SMALL APARTMENT	☒
LARGE APARTMENT	☒
MANUFACTURED HOME/PARK	☐
ACCESSORY DWELLING UNIT	☐
RECREATIONAL VEHICLE PARK	☐
RESIDENTIAL ACCESSORY	☐
SMALL COMMERCIAL	☒
LIVE/WORK	☒
MIXED-USE COMMERCIAL	☒
LARGE COMMERCIAL	☒
HIGHWAY COMMERCIAL	☐
INDUSTRIAL	☐
CARTS, KIOSKS, FOOD TRAILERS	☒
TEMPORARY COMMERCIAL	☒
COMMERCIAL ACCESSORY	☒
CIVIC BUILDINGS	☒

PRIVATE FRONTAGE TYPES

COMMON YARD	☐
PORCH WITH OPTIONAL FENCE	☐
STOOP	☒
GALLERY	☒
ARCADE	☒
SHOPFRONT	☒
FORECOURT	☒
TERRACE	☒

BUILDING DISPOSITION

EDGEYARD	☐
SIDEYARD	☒
COURTYARD	☒
REARYARD	☒

PERMITTED	☒
NOT PERMITTED	☐

STREET TYPES

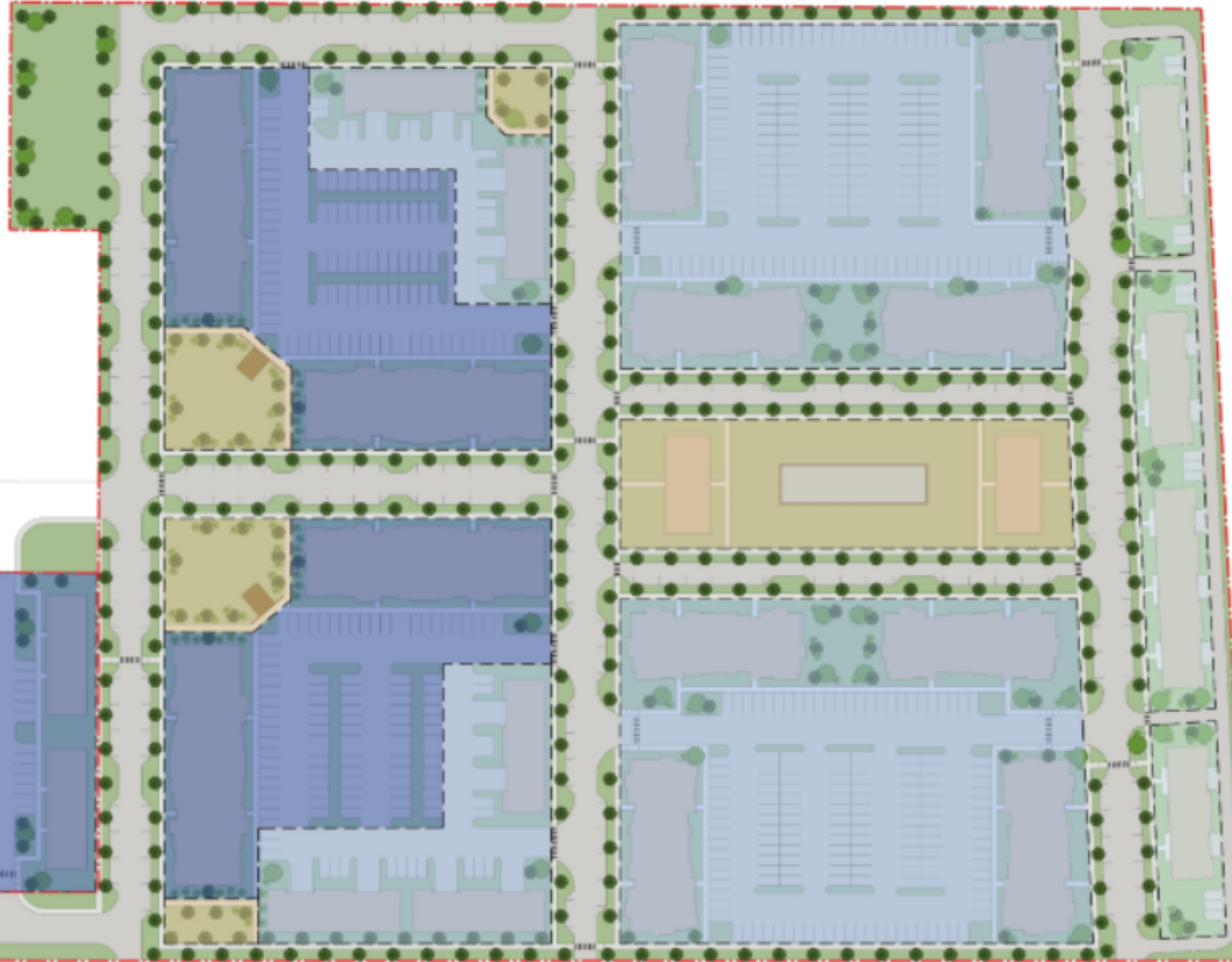
RURAL STREET	☐
RESIDENTIAL ALLEY	☐
COMMERCIAL ALLEY	☒
YIELD STREET	☐
NEIGHBORHOOD STREET	☒
NEIGHBORHOOD AVENUE	☒
SIDE STREET	☒
2 LANE COMMUNITY BOULEVARD	☒
4 LANE COMMUNITY BOULEVARD	☒
PATH	☒
TRAIL	☒

PARKING LOCATION

FIRST LAYER	☐
SECOND LAYER	☐
THIRD LAYER	☒
ON-STREET	☒
RV STORAGE (THIRD LAYER)	☐

- 19.95AC
- 384 MF Units
- 38 TH Units
- Total 422 Living Units

Neighborhood Plan - Regulating Plan

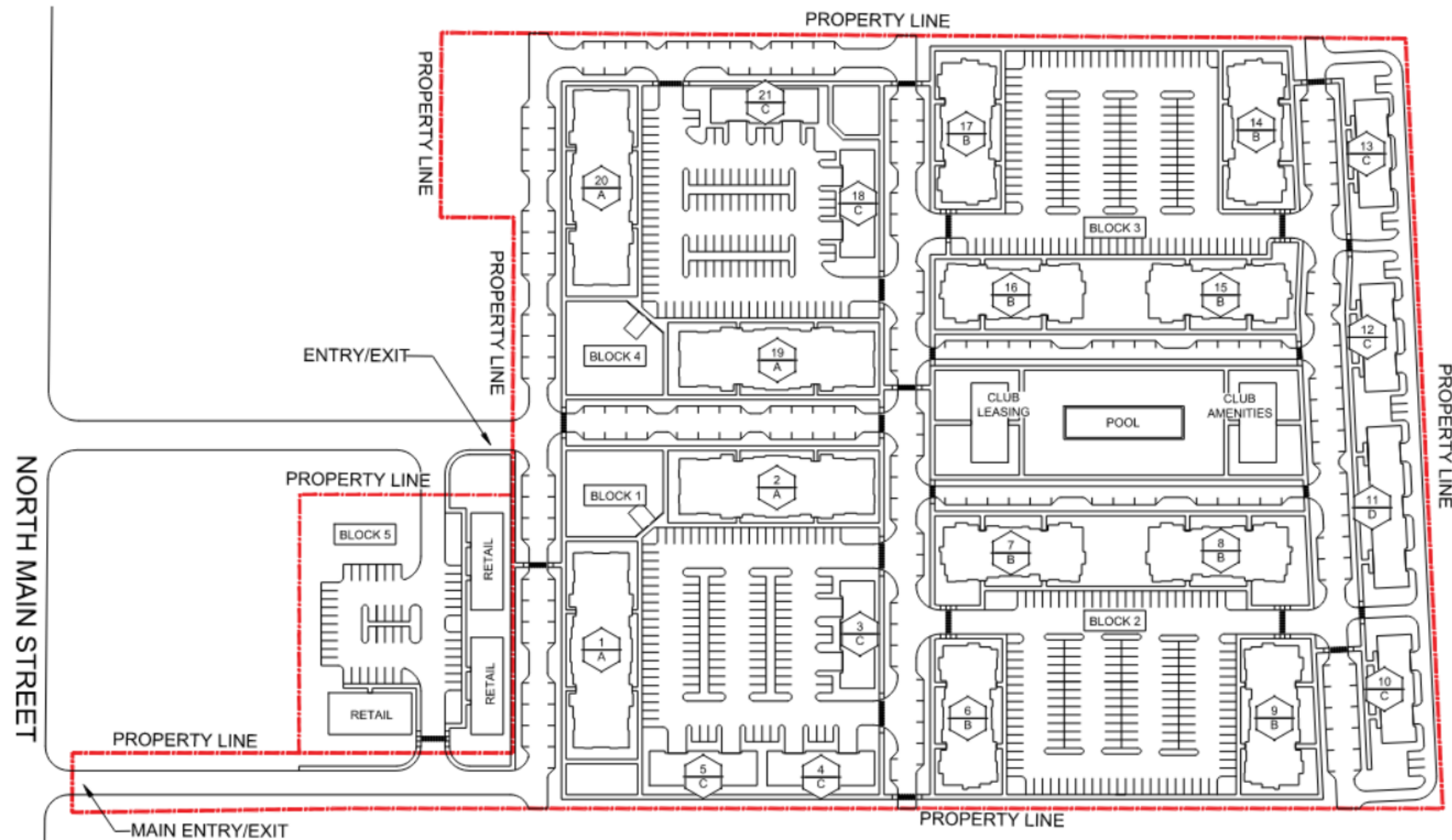


- 19.95AC
- 384 MF Units
- 38 TH Units
- Total 422 Living Units

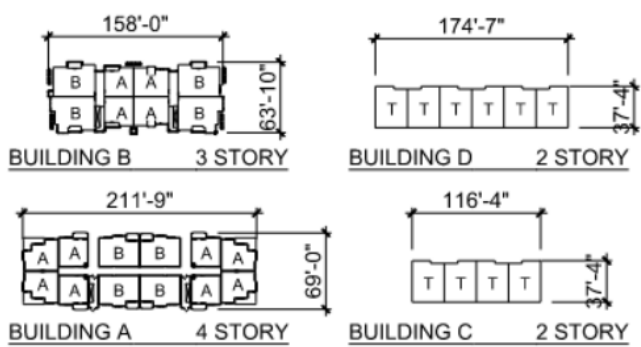
Neighborhood Plan - Regulating Plan

PLACE TYPE	PERMITTED FOR A TND	WITHII	
		TOTAL	TARGET FOR SUBJECT PROPERTY
P1	5% MIN.	4.0 ACRE (5%)	0.77 ACRE
P3	10-30%	15.8 ACRE (20%)	1.5-4.7 ACRE
P4	40-60%	35.5 ACRE (45%)	6.2-9.3 ACRE
P5	10-30%	15.8 ACRE (20%)	1.5-4.7 ACRE
CS	10% MIN.	7.9 ACRE (10%)	1.5 ACRE MIN.
TOTAL	100%	79.0 ACRE (100%)	-

Illustrative Master Plan



BUILDING KEY



Proposed Warrants/Variations

- 1) A Warrant is recommended to allow for block lengths to exceed the maximum length of 330' , not to exceed 450'.



- 1) A Warrant is recommended to allow for a lower ratio of P1 than is permitted.

P1	5% MIN.	4.0 ACRE (5%)	0.77 ACRE
----	---------	------------------	-----------

P&Z Recommendation

On August 12, 2025, the Planning and Zoning Commission voted 6-0 **Recommended Approval** of the proposed Neighborhood Plan referred to as 3601 N. Main – Taylor Apartments with the stipulated warrants.



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure
Quality of Life

Agenda Item Number: 4.

Agenda Title: Consider approval of Ordinance No. 2025-36 amending the Fiscal Year 2026 Annual Budget.

Council Action to be Taken: Approve on Consent Agenda.

Department Submitted: Finance

Staff Contact: Robert Powers, Chief Financial Officer

1. PURPOSE / DESCRIPTION

To consider amending the adopted FY26 Annual Budget to appropriate unallocated funds and amend the Development Services budget.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Updated background:

The A2 Corridor is a Williamson County Bond project that is being designed and managed by the County. Plans are at 90% completion and the project should be let within the next couple of months. The City's matching obligation is capped at \$3,000,000 per the ILA between the County and the City. The City does not have a City-owned utilities in the project corridor that would need to be moved. As City staff was preparing our recommended amount for the 2025 CO debt issue, the City reached out to Williamson County to defer the payment due date from June 15, 2025. The amended ILA now has a payment due date of February 28, 2028. At the time, staff was trying to reduce the size of the debt issue to lessen the tax rate impact for the following year.

As we've been reviewing our available funds from all sources over the last several months, we identified the recommended option which is to use funds remaining from older debt issues. This has the additional benefit in that the deferred payment date results in interest earnings that can be used on other projects. One example is the intersection at CR366/Chandler which is still in discussion with the County on improvements. In the budget amendment, we're proposing to set aside \$101,000 which was the first option presented to City staff by the County.

The CR366 project with Williamson County was approved by the City Council in May 2021 and the City's match was identified as coming from the 2013 CO debt issue. Those funds still exist and the amendment captures those funds in the budget. This project is a County/TxDot project and construction is completed and now in the close-out process. The City's \$200,000 obligation will be payable in the near future once the invoice is received from the County.

As discussed during the November 13, 2025 meeting, several other funds are still being evaluated and staff will bring recommendations back to Council in the next couple of months - these include use of TUF funds, Library and Moody Museum donated funds, the Downtown TIF, as well as Utility CIP project funds.

The FY26 budget was adopted by the City Council on September 10, 2025. The purpose of the proposed budget amendment is two-fold and each can be considered separately. The first involves programming existing, but unallocated fund balances. For the past several months, City staff have been reviewing various funds with unallocated balances in order to bring a comprehensive recommendation to the City Council. These funds include private donations, capital project funds, and special revenue funds.

After a recent meeting with the Mayor and Mayor Pro Tem, the consensus recommendation was that existing commitments be prioritized to avoid the need for future debt. These existing commitments include \$3,000,000 local cost-share for the A2 Corridor Project with Williamson County; \$2,028,000 for a Fire Ladder Truck with expected delivery in December 2026; and \$200,000 local cost-share with Williamson County for the CR366 road improvements due this fiscal year.

In 2023, the City Council supported inclusion of the A2 Corridor Project (connection between FM 973 to Hwy 95) on the November 2023 County Bond Election which subsequently passed.

On October 24, 2024, the City Council approved the inter-local agreement with Williamson County which provided for the \$3 million local match on the estimated \$29 million dollar project. The anticipated source of funding for the local match was a future 2025 debt issuance.

On November 16, 2023, the City Council approved the purchase of a Ladder Truck for the Fire Department in the amount of \$2,028,333.94 from Texas Fire Apparatus. The truck would replace a 1999 ladder truck. Payment would be due upon delivery and the anticipated source of funding was a future 2025 debt issuance.

On May 13, 2021, the City entered into an inter-local agreement with Williamson County for improvements to CR 366. The ILA required the City to relocate its waterline in the right-of-way and provide a \$200,000 local match payable at the completion of the project. City staff indicated that the source of the match would come from remaining proceeds from the 2013 debt issuance.

In addition to these existing commitments, staff is also recommending the following - a) \$300,000 for FF&E to outfit the new Public Works building at 205 S. Edmond St.; b) \$101,000 for intersection improvements (contingency) at CR366 & Chandler Rd.; and c) \$25,000 for exterior painting of the Moody Museum (using donated funds.)

Staff is also recommending the following - that existing reserves in the Municipal Drainage Fund (MDUS) be reserved for Phase 2 of the Kimbro-Shaw drainage project recently approved by FEMA; use TUF funds for 4th Street improvements (\$250,000); and investigate the potential to use the Transportation Fund (TUF) to purchase heavy equipment that would increase the capacity and efficiency of the program. A final decision would require future City Council approval.

Lastly, staff is recommending that the two drainage projects identified in the 2025 CO projects (Gabriel St. and North St.) be deferred so that the Tammi Lane and possibly Thorndale projects can move forward. Both are higher priority projects on the Master Drainage Program and were included in the list of 2024 projects, but have been delayed due to funding constraints.

The second part of the proposed budget amendment involves the need to correct a budgeting oversight in the FY26 General Fund budget. The adopted budget does not include funds for the ongoing staff and professional services support provided by HDR to the Development Services Department. After reviewing the revenue estimates, staff believes these can be increased by an additional \$685,000 (which includes \$60,000 from the EDC) and that another \$145,000 in expenditures can be re-directed to support this program. The total budget would be \$830,000.

This is less than what was spent in FY25, but staff will continue to look for ways to cut costs and increase efficiencies without negatively impacting growth and development.

A few other amendments are included to account for projects or programs funded in the prior year but need to carry-over into the current fiscal year.

The ordinance includes both exhibits - one for the unallocated funds and the second for the Development Services budget. Council has full discretion to accept, reject, or revise any or all of the proposed changes.

City Council introduced the ordinance at the November 13, 2025, City Council meeting.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Set aside existing funds to avoid the need to incur debt in the future. • Appropriately fund the Development Services Department.	• City Council may have other priorities.

4. RECOMMENDATION

Approve ordinance as presented.

5. FUNDING SOURCE

Various funds.

6. TIMELINE

Ordinance No. 25-36 was introduced on November 11, 2025.

7. OTHER OPTIONS

1. Revise the list of recommended uses.
2. Delay consideration until a future date.

8. ATTACHMENTS

1. Ordinance - Budget Amend FY26_No1
2. Presentation
3. FY26 Budget_Amd#1 Exhibit

ORDINANCE NO. 2025-36

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2025-29 ADOPTED ON SEPTEMBER 10, 2025, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026.

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

SECTION 1.0: That the appropriations for the fiscal year beginning October 1, 2025 and ending September 30, 2026, for the support of the general government of the City of Taylor, Texas be amended for said term in accordance with the change in revenues and expenditures shown in the attached Exhibit A.

SECTION 2.0: That the amendment in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2025 and ending September 30, 2026.

SECTION 3.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 13th day of November, 2025.

PASSED, APPROVED, and ADOPTED this the 11th day of December, 2025.

Dwayne Ariola, Mayor

ATTEST:

Lucy Aldrich, City Clerk

APPROVED AS TO FORM:

Mark Schroeder, City Attorney

Proposed FY26 Budget Amendment #1

December 11, 2025

Additional Information since Nov. 13 meeting

- A2 Corridor – this is a Williamson County bond project designed and managed by the County. Plans are 90% complete and bid letting is anticipated in early 2026. The City's local share is capped at \$3,000,000. Under a revised ILA with the County, this City's payment due date changed from June 15, 2025 to February 28, 2028.
- CR366 – is also a Williamson County bond project and the ILA was approved in May 2021 and capped the City's local share at \$200,000. The City anticipated using funds from its 2013 CO debt issue. These funds remain.
- Staff will continue to evaluate several other funds such as TUF, the Downtown TIF, Library & Moody Museum donations, and Utility CIP project funds and bring forward recommendations to the City Council at a later date.

Proposed FY26 Budget Amendment #1

Purpose (each to be considered separately)

- ☐ Proposal A - Earmark unallocated funds.
- ☐ Proposal B - Amend the Development Services budget to separate HDR support services from general engineering services. This includes staff augmentation, plan reviews, and civil infrastructure construction inspections.

Proposal A: Unallocated Funds

Background: City staff has been reviewing the various City funds that have unallocated fund balances.

- These funds include private donations, capital project funds, and special revenue funds.
- Staff recommends that existing commitments be prioritized to avoid the need for future debt.
- Allocation of these funds is at the discretion of the City Council.
- City Council may accept, revise, or delay action on any of the recommendations.
- Staff recommendations are consistent with the allowed uses for each of the funds.

Existing Unallocated Fund Balances

	Fund	Balance
100	Moody Museum Donation	232,950
119	Downtown TIF #1	1,460,000
129	Library Grants & Donations	400,000
162	2019 CO's	250,000
162	General Capital Projects	1,200,000
165	CO's Series 2013 - Streets	565,000
166	CO's Series 2017	300,000
200	Roadway Impact Fees	2,715,000

	Fund	Balance
210	Transportation (TUF) Fund	1,965,000
300	Municipal Drainage (MDUS)	905,000
345	Water Impact Fee Fund	3,125,000
346	Wastewater Impact Fee	2,075,000
500	CO's Series 2022	3,000,000
505	CO's Series 2024	3,040,000
600	Utility CO's Series 2022	1,920,000
602	Utility CO's Series 2024	4,150,000

Recommended Prioritization

Existing Commitments include:

- \$3,000,000 local match for the A2 Corridor Project with Williamson County (payment due Feb. '28). Approved by City Council on 10/24/24. Funding was anticipated to be in the 2025 debt issuance.
- \$2,028,000 Fire Department Ladder Truck (expected delivery Dec. '26). Approved by City Council on 11/16/2023. Funding was anticipated to be in the 2025 debt issuance.
- \$200,000 local match for the CR366 road improvements project with Williamson County (payment due upon completion of the project – FY26). Approved by City Council on 5/13/21. Funding was anticipated to come from the 2013 debt issuance.

Additional Recommendations

- \$300,000 for FF&E for the new Public Works Building.
- \$101,000 for Chandler Road / CR366 intersection improvements (contingency).
- \$25,000 for exterior painting of Moody Museum.

Also,

- Use Drainage Fund (MDUS) for phase 2 of the Kimbro-Shaw drainage project (10% FEMA grant local match plus contingency).
- Evaluate use of Transportation Fund (TUF) to purchase heavy equipment to increase capacity and efficiency & use TUF funds for 4th Street improvements (\$250,000 est.)
- Repurpose \$1,175,000 set aside in the FY25 CO's for Gabriel St. and North St. drainage projects to allow previously approved and higher priority Tammi Lane drainage project to move forward to bid.
- Transfer remaining prior year allocation for Cemetery Maintenance Building (\$596,230)
- Adjust Public Works Bldg purchase budget to reflect closing in prior year.

2022 PROJECT WARRANTY ITEMS



4th St Pavement

- Poorly performing majority of the sealcoat.
- Working with contractor to re-do seal coat or provide credit for upgraded surface treatment
- Upgraded Surface Treatment Option & Restriping:
 - Thin milling & overlay with 1" thin overlay mix (TOM)
 - Estimated cost ~ \$250K+/- after credit
 - **Recommend upgrading 4th Street with 1" TOM**



Thin Overlay Mix (TxDOT Item 347) and Pavement Marking

	Description	Units	Qty	Unit Price	\$\$
4th St	TOM Item 347 - 1"	SY	19901	\$ 13.00	\$ 258,713.00
	Barricades/TCP	LS	1	\$ 6,000.00	\$ 6,000.00
	Pavement Marking				\$ 61,052.20
	TOTAL				\$ 325,765.20

2022 PROJECT WARRANTY ITEMS



2nd St Pavement

- Poorly performing sealcoat in localized areas
- Working with contractor to re-perform seal coat in problem areas or provide credit for upgraded surface treatment
- Upgraded Surface Treatment Option:
 - Thin milling & overlay with 1" thin overlay mix (TOM)
 - Estimated cost ~ \$685K+/- after credit
 - **Recommend only doing warranty work with seal coat; no additional upgrades.**



Thin Overlay Mix (TxDOT Item 347) and Pavement Marking

	Description	Units	Qty	Unit Price	\$
2nd St	Mill & TOM Item 347 - 1"	SY	47662	\$ 13.00	\$ 619,606.00
	Barricades/TCP	LS	1	\$ 6,000.00	\$ 6,000.00
	Pavement Marking				\$ 134,930.05
				TOTAL	\$ 760,536.05

Drainage Bond Projects

- DMP Drainage CIP Priority
 - 2024 Drainage Bond Projects
 - **8 – Burkett Street**
 - **9 – Velma Drive Area**
 - 11 – Old Thorndale Road Area (hold)
 - **12 - Tammi Lane Area**
 - 2025 Drainage Bond Projects
 - 13 – Gabriel Street (hold)
 - 14 – North Drive (hold)
- Project Cost Increases:
 - Expanded project areas to increase level of service to meet design criteria
 - Construction material costs increases (Based on Donna Channel bid)
 - Field constraint adjustments increasing materials quantity
 - Drainage easement needs for proposed improvements

Example of Project Expansion

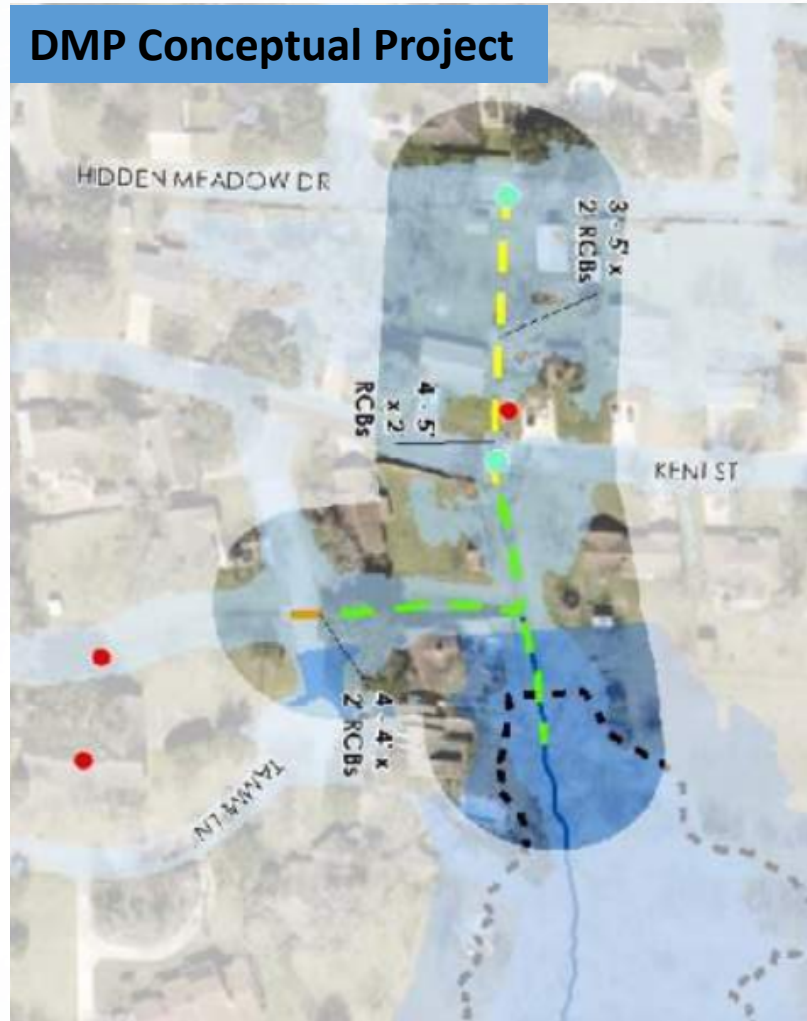
Tammi Lane Area Drainage Improvements

DMP Conceptual Project

- Easement not adequate for storm drain size
- No easement for channel improvements

Proposed Expanded Project

- Maximized storm drain to fit within existing easement
- Proposed 42" storm drain bypass to meet drainage criteria
- Proposed easement for channel improvements



Proposal A: Recommended Uses (highlighted)

	Fund	Balance		Fund	Balance
100	Moody Museum Donation	\$ 232,950 (\$25,000)	210	Transportation (TUF) Fund	\$1,965,000 (amount t.b.d.)
119	Downtown TIF #1	1,460,000	300	Municipal Drainage (MDUS)	905,000
129	Library Grants & Donations	400,000	345	Water Impact Fee Fund	3,125,000
162	2019 CO's	250,000	346	Wastewater Impact Fee	2,075,000
162	General Capital Projects	1,200,000	500	CO's Series 2022	3,000,000
165	CO's Series 2013 - Streets	565,000	505	CO's Series 2024	3,040,000
166	CO's Series 2017	300,000	600	Utility CO's Series 2022	1,920,000
200	Roadway Impact Fees	2,715,000	602	Utility CO's Series 2024	4,150,000

Highlighted fund balances will be 100% utilized with exception of the Moody Museum & Transportation Fund (TUF).

Proposal B: Development Services Budget

Background: The Development Services department uses HDR for staff augmentation, plan reviews and civil infrastructure improvement inspections. Due to a budgeting oversight by Finance in preparation of the FY26 budget, this function was not funded.

- Staff has re-evaluated the revenue estimates in the adopted FY26 budget and believes that development-related revenues can be increased by \$685,000.
- Staff also estimates that \$95,000 is available from existing staff vacancies plus another \$50,000 can be transferred from the general engineering services budget.
- Combined, this creates an \$830,000 budget.
- Staff will look to reduce costs throughout the year with the goal of staying within budget without negatively impacting growth and development.
- If revenues exceed budget estimates during the year, staff may recommend further adjustments to ensure the Development Services department budget is adequately funded.

Proposal B – Development Services Revised Revenues

Acct	Revenue	Adopted FY26	Adjustment	Proposed
100-320-152	Building Permits	\$750,000	\$375,000	\$1,125,000
100-320-157	Subdivision Development	250,000	125,000	375,000
100-330-215	TEDC Engineering Reimbursement (new)	0	60,000	60,000
100-340-266	Plan Review Fees	300,000	125,000	<u>425,000</u>
			Total	\$685,000

<u>FUND</u>		<u>ADOPTED</u>	<u>AMENDMENT</u> <u>NO.1-A</u>	<u>AMENDMENT</u> <u>NO.1-B</u>	<u>REVISED</u>
100	GENERAL FUND				
	REVENUES	30,430,342	0	685,000	31,115,342
	EXPENDITURES	<u>36,337,342</u>	<u>621,230</u>	<u>685,000</u>	<u>37,643,572</u>
	OVER/(UNDER)	<u>(5,907,000)</u>	<u>(621,230)</u>	<u>0</u>	<u>(6,528,230)</u>
162	GENERAL CAPITAL IMPROVEMENTS				
	REVENUES	700,000	775,000		1,475,000
	EXPENDITURES	<u>2,353,000</u>	<u>2,428,000</u>		<u>4,781,000</u>
	OVER/(UNDER)	<u>(1,653,000)</u>	<u>(1,653,000)</u>		<u>(3,306,000)</u>
165	CO SERIES 2013				
	REVENUES	5,632	0		5,632
	EXPENDITURES	<u>0</u>	<u>581,000</u>		<u>581,000</u>
	OVER/(UNDER)	<u>5,632</u>	<u>(581,000)</u>		<u>(575,368)</u>
166	CO SERIES 2017				
	REVENUES	0	0		0
	EXPENDITURES	<u>0</u>	<u>300,000</u>		<u>300,000</u>
	OVER/(UNDER)	<u>0</u>	<u>(300,000)</u>		<u>(300,000)</u>
210	TRANSPORTATION FUND (TUF)				
	REVENUES	875,000	0		875,000
	EXPENDITURES	<u>1,096,615</u>	<u>250,000</u>		<u>1,346,615</u>
	OVER/(UNDER)	<u>(221,615)</u>	<u>(250,000)</u>		<u>(471,615)</u>
370	CEMETERY OPERATING FUND				
	REVENUES	323,500	596,230		919,730
	EXPENDITURES	<u>379,490</u>	<u>545,000</u>		<u>924,490</u>
	OVER/(UNDER)	<u>(55,990)</u>	<u>51,230</u>		<u>(4,760)</u>
500	2022 BONDS				
	REVENUES	0	0		0
	EXPENDITURES	<u>200,000</u>	<u>3,360,000</u>		<u>3,560,000</u>
	OVER/(UNDER)	<u>(200,000)</u>	<u>(3,360,000)</u>		<u>(3,560,000)</u>
505	CO SERIES 2024				
	REVENUES	500,000	0		500,000
	EXPENDITURES	<u>10,836,500</u>	<u>1,360,000</u>		<u>12,196,500</u>
	OVER/(UNDER)	<u>(10,336,500)</u>	<u>(1,360,000)</u>		<u>(11,696,500)</u>
506	CO SERIES 2025				
	REVENUES	4,200,000	0		4,200,000
	EXPENDITURES	<u>11,300,000</u>	<u>(3,960,985)</u>		<u>7,339,015</u>
	OVER/(UNDER)	<u>(7,100,000)</u>	<u>3,960,985</u>		<u>(3,139,015)</u>

	<u>DEPT</u>	<u>ACCT</u>	<u>DESC.</u>	<u>CURRENT BUDGET</u>	<u>INCREASE / (DECREASE)</u>	<u>REVISED BUDGET</u>
100-GENERAL FUND						
<u>REVENUES</u>						
100-000-000	REVENUES			Total Change	0	
		Fund Balance	<i>Ned Trust (Moody Museum)</i>		25,000	
		Fund Balance	<i>Cemetery Maintenance Building (prior year)</i>		<u>596,230</u>	
					<u>621,230</u>	
<u>EXPENDITURES</u>						
100-566-349	BUILDING MAINTENANCE	Miscellaneous Repairs	<i>Moody Museum - Exterior Painting</i>	0	25,000	25,000
100-592-815	NON-DEPARTMENTAL	Interfund Transfers Out	<i>Cemetery Maintenance Building (prior year)</i>	0	<u>596,230</u>	596,230
				Total Change	<u>621,230</u>	
162-GENERAL CAPITAL IMPROVEMENTS						
<u>REVENUES</u>						
162-330-219	REVENUES	Other Federal Grants (CDBG)	<i>Waterline - 5th & Murphy</i>	0	600,000	600,000
162-330-230	REVENUES	Developer Contributions	<i>Soulbrain Tax Abatement Agreement</i>	0	25,000	25,000
162-330-239	REVENUES	Samsung Quality of Life Grant	<i>Samsung Annual Grant (new fund)</i>	0	<u>150,000</u>	150,000
				Total Change	<u>775,000</u>	
		Fund Balance	<i>2019 CO's (remaining balance with interest)</i>		265,000	
		Fund Balance	<i>Undesignated</i>		<u>1,238,000</u>	
					<u>1,503,000</u>	
<u>EXPENDITURES</u>						
162-500-724	CAPITAL PROJECTS	Heavy Equipment	<i>Fire Ladder Truck (\$2.028M; delivery est. Dec '26)</i>	0	1,238,000	1,238,000
162-500-819	CAPITAL PROJECTS	Other Contributions	<i>Wilco A2 Corridor local match (\$2m due Feb '28)</i>	0	265,000	265,000
162-539-512	CDBG 5th & MURPHY	Engineering	<i>Waterline - 5th & Murphy</i>	0	50,000	50,000
162-539-742	CDBG 5th & MURPHY	Construction	<i>Waterline - 5th & Murphy</i>	0	550,000	550,000
162-661-745	ADMINISTRATION	Developer Contributions	<i>Soulbrain Agr. (Emergency Preparedness)</i>	0	25,000	25,000
162-661-813	ADMINISTRATION	Samsung Quality of Life Grant	<i>Samsung Grant (FY25 & FY26)</i>	0	<u>300,000</u>	300,000
				Total Change	<u>2,428,000</u>	

165-CO SERIES 2013**REVENUES**

165-000-000 REVENUES

Total Change	<u>0</u>	0
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Fund Balance

2013 CO's (remaining balance with interest)

581,000**EXPENDITURES**

165-661-819 ADMINISTRATION

Other Contributions

Wilco A2 Corridor local match (\$2m due Feb '28)

0	<u>280,000</u>	280,000
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165-661-819 ADMINISTRATION

Other Contributions

Wilco CR366 ILA local match

0	<u>200,000</u>	200,000
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165-661-819 ADMINISTRATION

Other Contributions

CR366/Chandler intersection imprv. contingency

0	<u>101,000</u>	101,000
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Total Change	<u>581,000</u>	
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166-CO SERIES 2017**REVENUES**

166-000-000 REVENUES

Total Change	<u>0</u>	0
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Fund Balance

2017 CO's (remaining balance with interest)

300,000**EXPENDITURES**

166-665-810 EXPENDITURES

Public Works Building

New Bldg FF&E

0	<u>300,000</u>	300,000
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Total Change	<u>300,000</u>	
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210-TRANSPORTATION FUND (TUF)**REVENUES**

210-000-000 REVENUES

Total Change	<u>0</u>	0
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Fund Balance

Undesignated Funding Balance

250,000**EXPENDITURES**

210-632-539 EXPENDITURES

Other Contract Services

4th Street Repairs (subject to CC approval)

	<u>250,000</u>	250,000
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Total Change	<u>250,000</u>	
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370-CEMETERY OPERATING FUND**REVENUES**

370-450-370 REVENUES

Interfund Transfers In

Cemetery Maintenance Building (prior year)

	<u>596,230</u>	596,230
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Total Change	<u>596,230</u>	
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EXPENDITURES

370-761-742 EXPENDITURES

Construction

Cemetery Maintenance Building (carry-over)

	<u>545,000</u>	545,000
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Total Change	<u>545,000</u>	
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500-2022 BONDS

<u>REVENUES</u>					
500-000-000 REVENUES					0
			Total Change	<u>0</u>	
		Fund Balance	2022 CO's (remaining balance with interest)	<u>3,360,000</u>	
<u>EXPENDITURES</u>					
500-500-724 CO'S SERIES 2022	Heavy Equipment	Fire Ladder Truck (\$2.028M; delivery est. Dec '26)	0	790,000	790,000
500-500-742 CO'S SERIES 2022	Construction	Bull Branch Trails (fy25 carry-over)	200,000	115,000	315,000
500-500-819 CO'S SERIES 2022	Other Contributions	Wilco A2 Corridor local match (\$2m due Feb '28)	0	<u>2,455,000</u>	2,455,000
			Total Change	<u>3,360,000</u>	
505-CO SERIES 2024					
<u>REVENUES</u>					
505-000-000 REVENUES					
			Total Change	<u>0</u>	
		Fund Balance	Existing Funding Balance	<u>1,360,000</u>	1,360,000
<u>EXPENDITURES</u>					
505-563-512 2024 BONDS - STREETS	Engineering Services	2024 Street Program (FY25 carry-over)	0	110,000	110,000
505-563-742 2024 BONDS - STREETS	Construction	2024 Street Program (FY25 carry-over)	0	<u>1,250,000</u>	1,250,000
			Total Change	<u>1,360,000</u>	
506-CO SERIES 2025					
<u>REVENUES</u>					
506-000-000 REVENUES					0
			Total Change	<u>0</u>	
<u>EXPENDITURES</u>					
506-510-810 2025 CO'S - STS. & DRAINAGE	Public Works Building Purchase	Closing occurred in prior year (Project balance)	4,000,000	(3,960,985)	39,015
506-540-840 2025 CO'S - STS. & DRAINAGE	Gabriel Street Drainage	re-allocate to Tammi Lane	175,000	(175,000)	0
506-540-842 2025 CO'S - STS. & DRAINAGE	North Street Drainage	re-allocate to Tammi Lane	1,000,000	(1,000,000)	0
506-540-844 2025 CO'S - STS. & DRAINAGE	Tammi Lane Drainage	previously approved in FY24 CO project list	0	<u>1,175,000</u>	1,175,000
			Total Change	<u>(3,960,985)</u>	

	<u>DEPT</u>	<u>ACCT</u>	<u>DESC.</u>	<u>CURRENT BUDGET</u>	<u>INCREASE / (DECREASE)</u>	<u>REVISED BUDGET</u>
100-GENERAL FUND						
<u>REVENUES</u>						
100-320-152	REVENUES	Building Permits	<i>Revised FY26 estimate</i>	750,000	375,000	1,125,000
100-320-157	REVENUES	Subdivision Development Fes	<i>Revised FY26 estimate</i>	250,000	125,000	375,000
100-330-215	REVENUES	TEDC-Engineering Reimb.	<i>New cost-sharing agreement with TEDC</i>	0	60,000	60,000
100-340-266	REVENUES	Plan Review Fees	<i>Revised FY26 estimate</i>	300,000	<u>125,000</u>	425,000
Total Change					<u>685,000</u>	
<u>EXPENDITURES</u>						
100-522-111	DEVELOPMENT SERVICES	Personnel - Regular Full-time	<i>Revised FY26 estimate (vacancies)</i>	788,090	(95,000)	693,090
100-522-512	DEVELOPMENT SERVICES	Contract Services	<i>HDR staff augmentation; plan & permit reviews; inspections (previously in Engineering Services)</i>	0	830,000	830,000
100-592-512	NON-DEPARTMENTAL	Engineering Fees	<i>Revised FY26 estimate</i>	700,000	(50,000)	650,000
Total Change					<u>685,000</u>	



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 5.

Agenda Title: Consider approval of an agreement for Administrative Management Services with Langford Community Services for the Kimbro/Shaw to 2nd Street Drainage Improvements Grant (HMGP DR-4485-0167) Phase 1.

Council Action to be Taken: Consider Approval of an Agreement for Administrative Management Services with Langford Community Services for the Kimbro/Shaw to 2nd Street Drainage Improvements Grant (HMGP DR-4485-0167) Phase 1.

Department Submitted: City Management and Public Works

Staff Contact: Tyler Bybee, Managing Director of Community Services
Jim Gray, Director of Public Works

1. PURPOSE / DESCRIPTION

Consider Approval of an Agreement for Administrative Management Services with Langford Community Services for the Kimbro/Shaw to 2nd Street Drainage Improvements Grant (HMGP DR-4485-0167) Phase 1.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Feb 2022 - Council approved Resolution R22-07 applying for the Hazard Mitigation Grant Program on Feb 10, 2022.

May 2022 - HDR/Langford Community Management selected to assist with application. The Kimbro/Shaw project submitted to TDEM.

Feb 2023 - TDEM notified City project selected for FEMA review.

Jul 2025 - City notified of grant award by TDEM.

Aug 2025 - Council approved acceptance of the grant.

On July 21, 2025, the City was notified by the Texas Department of Emergency Management (TDEM) that the City's application for the Kimbro-Shaw to 2nd Street Drainage Improvements Project Phase I had been approved by FEMA. The total grant award is \$498,750. The federal share is \$451,250 which includes \$23,750 for management costs associated with the grant and

the local share is \$47,500. The period of performance is from July 1, 2025 to May 20, 2026. Phase I includes all environmental and technical items as described in the scope of work (SOW).

Phase I will include a topographic survey, cultural resource survey, engineering to include a hydrology and hydraulic study of the proposed improvements, and 100% design plans and specifications. Management costs include recordkeeping, start-up documents, progress meetings, and financial management.

After acceptance of the Phase I deliverables, the City may receive funding to proceed with Phase II of the project.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Relieves City staff with administrative burden of grant management. • City staff can rely on consultant with extensive professional experience in grant management to oversee these tasks.	

4. RECOMMENDATION

Recommend Approval of the Management Services Agreement with Langford Community Services.

5. FUNDING SOURCE

Funding for the management costs is provided 100% by the federal grant up to \$23,750. If a Cultural Resource Survey is required, Langford Community Management Services' fee will not exceed \$20,000.00 which would be paid from the City's Drainage Fund (MDUS).

6. TIMELINE

July 1, 2025 - May 20, 2026- Phase 1

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. Langford Scope 2 Contract DR-4485-0167 Taylor Kimbro-Shaw to 2nd St - Phase 1 revised

2. TDEM Award Letter 4485-0167 Taylor Kimbro-Shaw to 2nd St Drainage
3. SLIDES KimbroShaw Project_12.11.25



Brian LaBorde
City Manager
400 Porter St.
Taylor, TX 76574

RE: Contractual Agreement for Administrative Management Services for HMGP
DR-4485-0167 Taylor Kimbro-Shaw to 2nd Street Drainage – Phase 1

Mr. LaBorde:

Insofar as Langford Community Management Services (LCMS) was selected by the City of Taylor (in the same solicitation as the application preparation scope of work) to administer and manage the City's recently awarded grant project from the Texas Division of Emergency Management (TDEM), I am pleased to submit this Scope 2 contractual document for Phase 1 activities to the City.

Scope of Services

Langford Community Management Services will administer the grant funds in accordance with the HMGP guidelines, in cooperation with TDEM, and in compliance with all applicable state and federal statutes, terms, and conditions as per the attached list.

Should the State Historic Preservation Officer require a Cultural Resource Survey, Langford Community Management Services will be compensated at an hourly rate of \$100 (one hundred dollars) per hour, with a fee not to exceed \$20,000.00 (twenty thousand dollars).

Billed at a cost of \$125 (one hundred twenty-five dollars) an hour for grant and project management services and not to exceed the amount of \$22,750.00 (twenty-two thousand seven hundred fifty dollars) will be paid to LCMS for performing the activities listed below:

Project start-up – Process Notice of Award Letter to final execution and execute professional services contracts through signature and submission into the TDEM Grant Management System, attend kick-off meeting, and establish project files.

Recordkeeping – LCMS will prepare a filing system for the grant at the LCMS office and in cloud storage. This dual set filing system allows for protection of the files and accessibility of files for the City of Taylor during the project. The preparation of all start-up documentation including direct deposit and signatory forms will also be prepared for signature and then submission to the agency.

Requests for Reimbursements / Financial Management – Vouchers with accompanying documentation and spreadsheets are required by TDEM for the processing of pay requests. LCMS will compile the necessary payment request materials and submit them to TDEM for

reimbursement processing. LCMS will monitor both reimbursement requests and incoming payments, maintaining proper documentation and payment records. For each submitted reimbursement request, LCMS will deliver a summary report to the city.

Design Phase / Bid(s) / Construction Compliance – LCMS will oversee through progress meetings, conferences with the City, engineers, and/or TDEM to assure all bidding is completed meeting all required agency rules and regulations, as well as all Local, State and Federal laws. LCMS will work with construction companies, engineers, the City, and TDEM to comply with all agency requirements for construction. LCMS will also ensure compliance with the Excluded Parties list System that shows that any chosen contractor is not currently on the federally excluded (debarred) list. LCMS will assist in the preparation of force account documentation of in-house labor and equipment.

Quarterly Reporting – LCMS will prepare and submit all required quarterly reports for the project including any necessary supporting documentation for the report.

Close-out / Completion – LCMS will prepare final documentation for City review and approval and submission to TDEM.

LCMS includes all budget modifications, project modifications, extensions, and contract modifications as part of the course of the administration of the project and does not charge additional fees to accomplish these activities. Travel and overhead are not charged separately. This administration contract is for the term of the HMGP contract including all time extensions if necessary.

Additional Services

The City of Taylor and Langford Community Management Services will negotiate a mutually acceptable amendment to this contract for any additional services above the normal day-to-day administration of this grant.

Contract Amendment

Upon review and approval by TDEM/FEMA that all Phase 1 deliverables have been met and Phase 2 of the project has been awarded, an amendment to this contract will be submitted to the City of Taylor to cover all grant/project management costs for both Phase 1 (survey, engineering design documents, updated cost estimate, and BCA) and Phase 2 (construction activities) of this project.

Special Provisions

1. Langford Community Management Services will work with Tyler Bybee, Managing Director of Community Services, as the primary contact and local liaison.
2. This contract may be terminated by either party upon written notice to the other party at least thirty days prior to the effective termination date and upon payment of any and all fees due for work completed.

3. See Attachments A and B for additional federal contract provisions.

PAYMENTS TO Langford Community Management Services:

Progress Invoices will be submitted monthly/bimonthly to the City. The City shall pay for professional services performed within this AGREEMENT of Scope 2 activities in proportion to services performed during the period. Invoice payments will be made with Net 30-day terms.

If you are in agreement with the terms of this contract, please sign below and return the signed copy to me.

Sincerely,



Judy Langford
President

Accepted and agreed to on the ____ day of _____, 2025, by:

Signed: _____

Brian LaBorde
City Manager

ATTACHMENT A

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of September 18, 2024**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted	
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	construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
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>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations	2 CFR 200 APPENDIX II (G)

	issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> 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 action, 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 contractor 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).	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August	2 CFR 200.216

	13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
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No Threshold	§ 200.322 Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (3) [Iron and steel products, Manufactured Products, and Construction Materials] used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.	2 CFR §200.322
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	2 CFR 200.334
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252,	Texas Government Code 2252.152

	Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

ATTACHMENT B

Federal Contract Provisions

In compliance with 2CFR Part 200, Appendix II and other applicable federal regulations, the following clauses are hereby incorporated into the agreement and shall be binding upon GRANT MANAGER and all subconsultants:

1. **Termination for Cause and Convenience** (2 CFR Part 200, Appendix II (B))

OWNER reserves the right to terminate this Agreement for cause or for convenience as provided under applicable federal regulations and the terms of this Agreement.

2. **Suspension and Debarment** (2CFR 200, Appendix II (H))

This agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, GRANT MANAGER is required to verify that none of GRANT MANAGER's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

GRANT MANAGER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that GRANT MANAGER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

GRANT MANAGER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. GRANT MANAGER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. **Byrd Anti-Lobbying Amendment** (2 CFR Part 200, Appednix II(I))

If GRANT MANAGER's fee is more than \$100,000 GRANT MANAGER shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

Inconclusion: A signed Byrd Anti-Lobbying Certification document shall be provided by GRANT MANAGER and incorporated into this agreement.

4. Recycled Materials (2 CFR 200 §200.323)

In the performance of this contract, GRANT MANAGER shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) -designated items unless the product cannot be acquired -

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines Program – US EPA. GRANT MANAGER also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2CFR 200 §200.216)

a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Federal Emergency Management Agency (FEMA) Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-

b. *Prohibitions.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from obligating or expending grant , cooperative

agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, GRANT MANAGER and its subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:
 - (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology of any system;
 - (b) Enter, extend, or renew a contract to procure or obtain any equipment system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (c) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (d) Provide, as part of its performance of this agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

- (1) This clause does not prohibit GRANT MANAGER from providing-
 - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implications and regulation, the prohibitions also do not apply to:
 - (a) Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirements.

- (1) In the event GRANT MANAGER identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or GRANT MANAGER is notified of such by a subcontractor at any tier or by any other source, GRANT MANAGER shall report the information in

Paragraph (d)(2) of this clause to recipient or subrecipient in writing or via email, unless elsewhere in this agreement are established procedures for reporting information.

(2) GRANT MANAGER shall report the following information pursuant to paragraph (d)(1) of this clause:

(a) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.*

GRANT MANAGER shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

6. Domestic Preference for Procurement (2CFR §200.322)

GRANT MANAGER should, to the greatest extent practicable and consistent with the law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States .

7. Clean Air Act (2CFR 200 Appendix II (G))

GRANT MANAGER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

GRANT MANAGER agrees to report each violation to OWNER and understands and agrees that OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

GRANT MANAGER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. **Federal Water Pollution Control Act** (2CFR 200 Appendix II (G))

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to OWNER and understands and agrees that OWNER will, in turn, report each violation as required to assure notification to the (name of the pass-through entity, if applicable), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.



July 21, 2025

Brian LaBorde
City Manager
City of Taylor
400 Porter Street
Taylor, TX 76574

Subject: Sub-Grant Award

Dear Mr. LaBorde

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the {Hazard Mitigation Grant Program (HMGP), DR-4485, Texas Covid 19 Pandemic. The following is the information related to this award:

Sub-Recipient Information:

UEI NDBKFVYFL2F3
TINS Number: 74-6002355
FIPS Number: 491-71948-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 0167
Project Title: City of Taylor Kimbro/Shaw to 2nd St Drainage Improvements
Period of Performance (POP): July 1, 2025 to May 20, 2026

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	7/01/2025	\$475,000.00	90%	\$427,500.00	10%	\$47,500.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up to 5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	7/01/2025	\$23,750.00	100%	\$23,750.00	0%	\$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The approved Phase I cost will be utilized for a topographic survey including site visit, documentation, correspondence, terrestrial survey, reporting, quality assurance and quality control, cultural resource survey (as required) including literature and record search, fieldwork laboratory analysis, report preparation, and Environmental Assessments (EA) (as required). EAs and associated documents are generated to fulfill the requirements of the National Environmental Policy Act (NEPA). The engineering includes the hydrology and hydraulic (H&H) study of proposed improvements and 100 percent design plans and specification.

The approved management cost will be used for recordkeeping, notice of award/contract execution, kick-off meeting, start-up documents, establish file, maintain records, progress meetings, reimbursement/financial management.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded CATEx m13 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

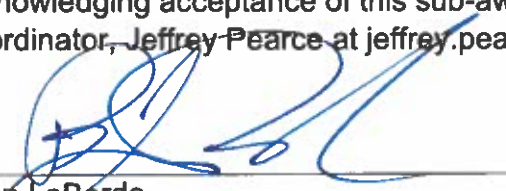
Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Jeffrey Pearce at jeffrey.pearce@tdem.texas.gov



Brian LaBorde
City Manager

8-19-2025

Date

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, John Welch at (979) 321-3121 or john.welch@tdem.texas.gov.

Respectfully,

A handwritten signature in blue ink, appearing to read "W. Nim Kidd".

W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

**DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION ON THE
ACCEPTANCE OF A GRANT FROM THE TEXAS DIVISION OF EMERGENCY
MANAGEMENT (TDEM) UNDER THE HAZARD MITIGATION GRANT PROGRAM
(HMGP) FOR THE CITY OF TAYLOR KIMBRO/SHAW TO 2ND STREET
DRAINAGE IMPROVEMENTS - PHASE I.**

December 11th, 2025
City Council Meeting

KIMBRO-SHAW ST. – 2ND ST. DRAINAGE IMPROVEMENTS

INTRO AND PROJECT DESCRIPTION

Historical Flood

- On May 25, 2015, the city received 5.5 inches of rainfall in 2-1/2 hours
- Resulting in flood damages reported in 280 homes and \$700,000 in flood damages

Proactive Response

- Developed Drainage Master Plan
- Actively seeking grant funds and using bonds to implement flood risk solutions

2022 Drainage Master Plan

- Ranked #2 for local drainage solutions identified
- Reduces flood risk for 55 homes/properties
- Address 8 flood prone areas identified by the public



KIMBRO-SHAW ST. – 2ND ST. DRAINAGE IMPROVEMENTS

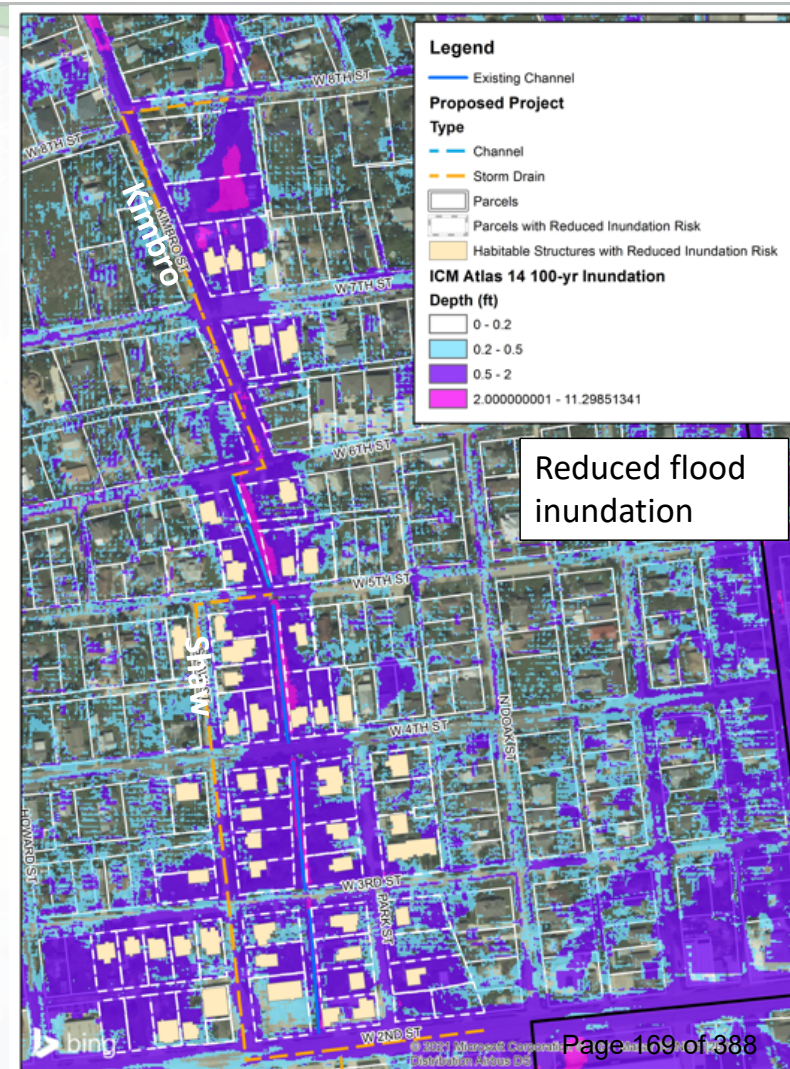
PROPOSED IMPROVEMENTS AND BENEFITS

Kimbrow Shaw Drainage Solution

- 3,700 linear feet of new storm drain, channels, and easement along Kimbro and Shaw Streets

Flood Risk Reduction Benefits

- 73 properties directly benefit
 - 49 habitable structures removed from flooding
 - 17 additional properties with reduced yard flooding
 - 7 properties with reduced street flooding





KIMBRO-SHAW ST. – 2ND ST. DRAINAGE IMPROVEMENTS

FEMA HMGP FUNDED

FEMA HMGP Timeline

- Feb 2022 – Council approved applying for HMGP grant on Feb 10, 2022
- May 2022 - HDR/Langford selected at City council to assist with application. Kimbro-Shaw project submitted to TDEM
- Feb 2023 – TDEM notified City project selected for FEMA review
- July 2025 – TDEM notified City of issuance of subgrant for Phase 1 – Environmental and Design Phase

Project Budget

- Phase 1 Project Budget
 - Phase 1 Costs: \$475,000 (90% federal share)
 - Phase 1 Management Costs: \$23,750 (100% federal share)
- Phase 2 Project Budget
 - Phase 2 Costs: \$3,467,014 (90% federal share)
 - Based on a November 2021 construction estimate

NEXT STEPS

- City accepts FEMA subgrant
- 36-month period of performance

Taylor Texas
Page 17 of 388
CITY OF TAYLOR, TX



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 6.

Agenda Title: Consider approval of an agreement for Engineering Services Task Order #3 with HDR Engineering for the Kimbro/Shaw to 2nd Street Drainage Improvements Grant (HMGP DR 4485-0167) Phase 1.

Council Action to be Taken: Consider Approval of an Agreement for Engineering Services Task Order #3 with HDR Engineering for the Kimbro/Shaw to 2nd Street Drainage Improvements Grant (HMGP DR 4485-0167) Phase 1.

Department Submitted: Public Works

Staff Contact: Tyler Bybee, Managing Director of Community Services
Jim Gray, Director of Public Works

1. PURPOSE / DESCRIPTION

Consider Approval of an Agreement for Engineering Services Task Order #3 with HDR Engineering for the Kimbro/Shaw to 2nd Street Drainage Improvements Grant (HMGP DR 4485-0167) Phase 1.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On July 21, 2025, the City was notified by the Texas Department of Emergency Management (TDEM) that the City's application for the Kimbro-Shaw to 2nd Street Drainage Improvements Project Phase I had been approved by FEMA. The total grant award is \$498,750. The federal share is \$451,250 which includes \$23,750 for management costs associated with the grant and the local share is \$47,500. The period of performance is from July 1, 2025 to May 20, 2026. Phase I includes all environmental and technical items as described in the scope of work (SOW).

Phase I will include a topographic survey, sub-surface utility investigation, engineering to include a hydrology and hydraulic study of the proposed improvements, and 100% design plans and specifications.

After acceptance of the Phase I deliverables, the City may receive funding to proceed with Phase

II of the project.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides City with specialized drainage engineering expertise for complex flood mitigation project. • Engineer will complete all technical studies, surveys, and design work required by FEMA. • Professional design ensures project meets all federal grant requirements and engineering standards.	•

4. RECOMMENDATION

Recommend Approval of the Engineering Services Agreement with HDR Engineering.

5. FUNDING SOURCE

Funding for the engineering services is provided 90% by the federal grant (\$409,500) and 10% local match (\$45,500) for a total of \$455,000. The engineering proposal totals \$455,293.20, resulting in a local cost increase of \$293.20 beyond the budgeted local share, which would be paid from the City's Drainage Fund (MDUS).

6. TIMELINE

Feb 2022 - Council approved Resolution R22-07 applying for the Hazard Mitigation Grant Program on Feb 10, 2022.

May 2022 - HDR/Langford Community Management selected to assist with application. The Kimbro/Shaw project submitted to TDEM.

Feb 2023 - TDEM notified City project selected for FEMA review. Jul 2025 - City notified of grant award by TDEM.

Aug 2025 - Council approved acceptance of the grant.

July 1, 2025 - May 20, 2026 - Phase 1

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. SLIDES HMGP-Kimbrow Project Update Presentation_2025-12-11

2. TO3_HDR_Kimbro-Shaw_Proposal

CONSIDER APPROVAL OF ENGINEERING SERVICES WITH HDR FOR THE CITY OF TAYLOR KIMBRO/SHAW TO 2ND STREET DRAINAGE IMPROVEMENTS - PHASE I.

December 11th, 2025
City Council Meeting

KIMBRO-SHAW ST. – 2ND ST. DRAINAGE IMPROVEMENTS

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KIMBRO-SHAW ST. – 2ND ST. DRAINAGE IMPROVEMENTS

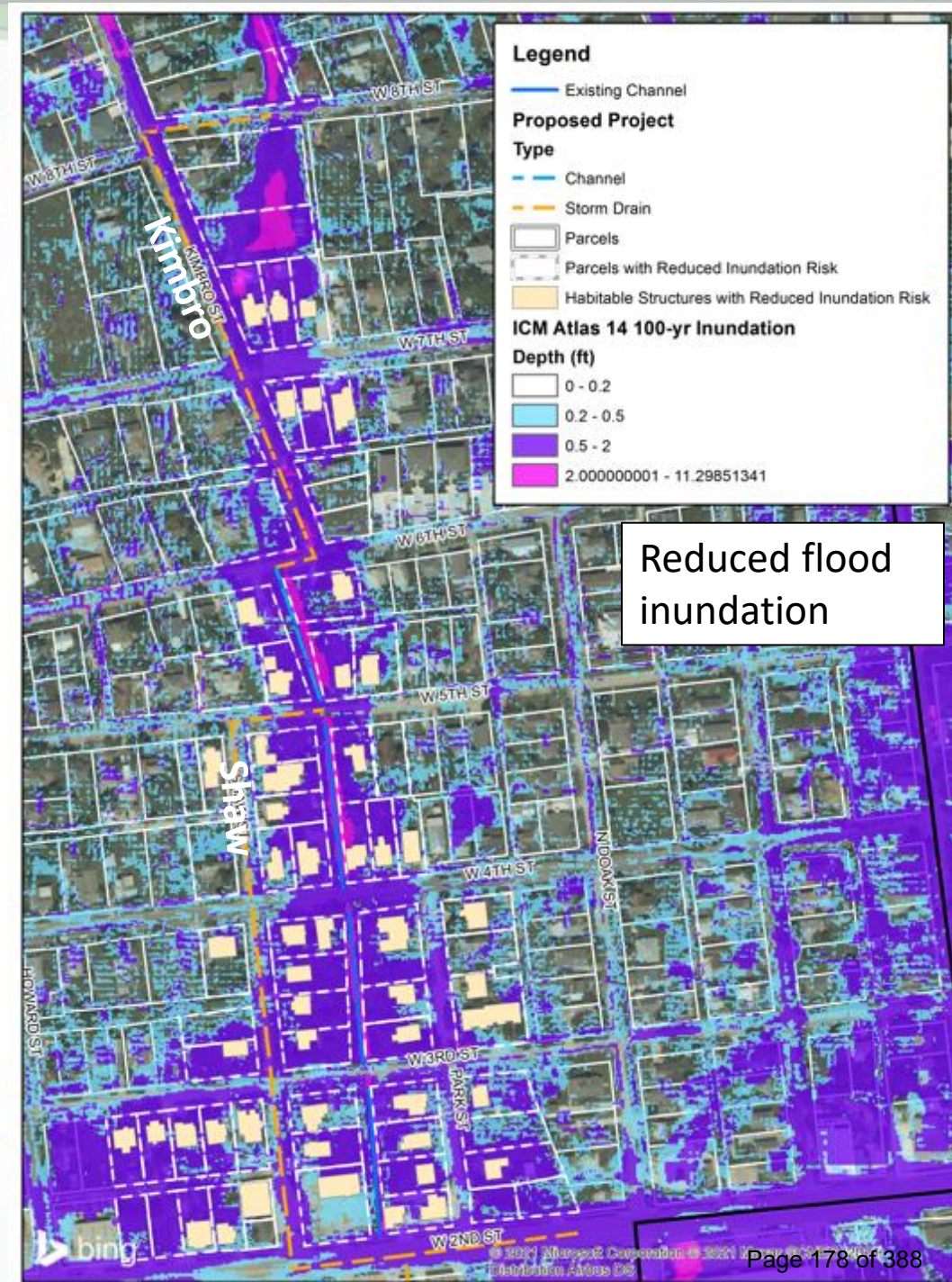
PROPOSED IMPROVEMENTS AND BENEFITS

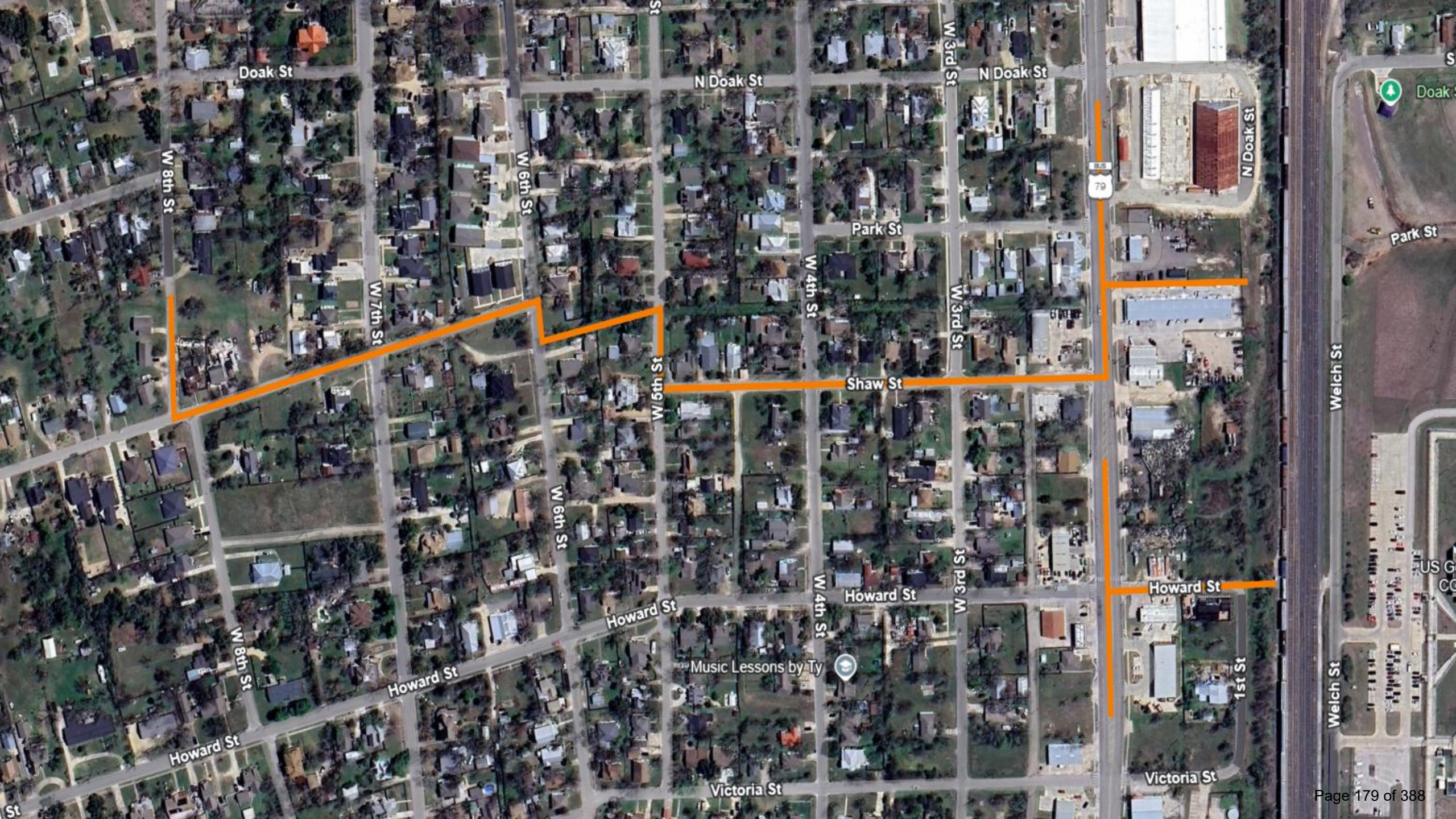
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KIMBRO-SHAW ST. – 2ND ST. DRAINAGE IMPROVEMENTS

FEMA HMGP FUNDED

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Project Budget

- Funding for the engineering services is provided:
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 - Total of \$455,000.
 - The engineering proposal totals \$455,293.20, resulting in a local cost increase of \$293.20 beyond the budgeted local share, which would be paid from the City's Drainage Fund (MDUS).

KIMBRO-SHAW ST. – 2ND ST. DRAINAGE IMPROVEMENTS

NEXT STEPS

Schedule

- City accepts FEMA subgrant
- 36-month period of performance

[illegible]

QUESTIONS?

ENGINEERING SERVICES PROPOSAL

TASK ORDER: TO 3

Kimbro-Shaw Storm Drainage Improvements

(DMP ID: MC_07)

PROJECT DESCRIPTION:

The City of Taylor has received a FEMA Hazard Mitigation Grant for the Kimbro-Shaw Storm Drainage Improvement project. The storm drainage improvements will be located along 2nd Street and north along Shaw Street to W. 5th Street, connected by a channel to W. 6th Street, and then continuing north to 8th Street. The system will collect drainage along this corridor that will flow south to 2nd Street and then south of 2nd Street to two separate outfalls into an existing drainage channel located along the north side of the railroad. The new storm drain system will tie into the existing 2nd Street storm drain system.

The drainage improvement project will reduce the risk of interior flood inundation to existing habitable structures in the project's vicinity. The project proposes roughly 3,700 linear feet of new storm drains and channels to convey stormwater runoff downstream. The project will also include new inlets, grading, street reconstruction, where new storm drains are proposed, and new drainage easements. This project was identified as a high priority local drainage project as part of the City of Taylor Drainage Master Plan.

The City has requested HDR provide this proposal for the engineering design phase of the FEMA grant. The City's 2019 FEMA grant construction cost estimate is approximately \$3.5M for the Kimbro-Shaw project. Escalating the construction cost to 2027, assuming 5% per year, brings the construction cost to approximately \$4.8M. Bidding and construction phase services will be submitted in a separate proposal once the design phase has been completed.





SCOPE OF SERVICES TO BE PERFORMED:

The following tasks are to be performed by HDR for the design phase services for this drainage project.

1 **Task 1: Project Management**

The project management tasks below will be performed throughout the duration of this project. The duration of this project is assumed at 20 months and includes design phase only.

- 1.1. Project Startup. HDR will establish sub-consultant scopes of work and agreements. Establish project controls, work plan, and schedule.
- 1.2. Team Management. HDR will manage project team for duration of project and provide project management services to control project quality, progress, and budget.
- 1.3. Monthly Invoices. HDR will provide monthly invoices and progress reports on tasks completed, on-going and upcoming tasks, issues and challenges encountered.
- 1.4. Status Meetings. HDR will conduct bi-monthly online project status meetings with the City's project sponsor. HDR will prepare a meeting agenda for each meeting, and following each meeting, prepare meeting minutes to summarize key decisions and action items.

Task 1 Deliverable:

- Electronic PDF submittals of monthly invoices and progress reports
- Bi-monthly project status meetings and meeting notes

2 **Task 2: Design Data Collection**

- 2.1 Data Collection. HDR will collect data from field visits, City and publicly available sources which may including:
 - GIS-based data
 - Most current Central Texas LiDAR terrain data
 - Buildings footprints (available and needs refining / cleaning)
 - Road center lines (available and needs refining / cleaning)
 - Road / paved areas (buffer center lines for roadways)
 - Land Cover, Parcels or similar to assign land use and terrain roughness
 - Bridge/culvert information (available information from existing regional hydraulic models)
 - Existing storm drain information and as-builts
 - Hydrologic and hydraulic data
 - Flood damage report data from the City

- 2.2 Topographic & Boundary Design Survey: HDR will contract and coordinate with AG3 to obtain and provide design level survey of the project area. AG3's detailed scope is included in Attachment A.
- 2.3 Subsurface Utility Engineering (SUE): HDR will contract and coordinate with LTRA to conduct QL-C and QL-D subsurface utility exploration (SUE) data. LTRA's detailed scope is included in Attachment A.

3 **Task 3: Preliminary 30% Design Documents**

- 3.1 Drawings. HDR will update the conceptual design concepts developed in the City's DMP and prepare 30% design assuming approximately 20 sheets. Design sheets may include:
 - a. General Information Sheets - Cover sheet, sheet index, legends, general notes, quantities, and overall project layout map showing project limits, staging areas, access, environmental sensitive areas that should be avoided during construction, and phasing.
 - c. Drainage Calculations Sheets - Drainage Area Map and Hydrologic and Hydraulic Data Tables.
 - d. Storm Drain Improvement Sheets - Proposed storm drain plan and profiles, typical sections, pipe sizes, and inlet locations.
 - e. Channel Improvement Sheets - Proposed channel improvement plans, profile, typical sections.
 - f. Utility Relocation Sheets – Identification of potential water & wastewater utility conflicts. Relocation and adjustment plans included in the following design submittal.
- 3.2 Storm Drainage Analysis: HDR will prepare a ICM storm drainage model to represent the design data and preliminary design concepts to meet City drainage criteria. HDR will prepare a Drainage Report to document the results of the storm drain analysis.
- 3.3 Cost Estimate: HDR will develop preliminary design-level opinion of probable construction cost (OPCC). OPCC will conform to AACE Class 4 standards (accuracy of estimate between -20% to +40%). Estimates will be developed using the available City bid unit prices, TxDOT bid unit costs, and other readily available regional recent project low bid unit prices.
- 3.4 Utility Coordination: HDR will identify and contact existing utilities located in the project area. HDR utility identification and coordination services for design will include the following:
 - a. Confirm point of contacts, send out notification communicating project timeline, timeline needs of utility relocations.
 - b. Create and maintain Utility Communication Log tracking correspondence with utility companies.



- c. Identify utility conflicts with proposed improvements and constructability of improvements with labeling corresponding numerical ID.
- d. Coordinate and conduct utility coordination meetings (including meeting minutes).
- e. Optimize street and drainage design to minimize/avoid conflicts with utilities.
- f. Create and maintain Utility Conflict Matrix identifying each Conflict ID.

Task 3 Deliverables:

- 1. 30% Drainage Design Report in PDF
- 2. 30% Design Drawings in PDF format (Size: 22"x34")
- 3. 30% design OPCC in PDF format
- 4. 30% Utility conflict summary and Utility Layout in PDF format

4 Task 4: 70% Design Documents

- 4.1 Drawings: HDR will address comments from the 30% drawings to prepare 70% drawings of proposed improvements in accordance with applicable City and TxDOT design criteria and specifications. Assuming 40 sheets, drawings may include:
 - a. General Information Drawings
 - b. Right-of-Way and Easement Layouts with Project Improvements – Define easement and land acquisition requirements.
 - c. Drainage Area Map
 - d. Storm Drain Improvement Plans
 - e. Channel Improvement Plans
 - f. Water & Wastewater Relocation and Adjustment Plans (if needed)
 - g. Pavement Trench Repair Plans
- 4.2 Drainage Report: HDR will update hydrologic and hydraulic models, H&H data tables, updated BCA, and drainage report.
- 4.3 Technical Specific: HDR will provide applicable technical specifications, special provisions, and special specifications.
- 4.4 Cost Estimate: HDR update opinion of probable construction cost (OPCC). OPCC to AACE Class 3 standards (accuracy of estimate between -15% to +30%).
- 4.5 Utility Coordination: HDR will provide utility coordination of existing utilities affected by the project. Utility Coordination services will include:
 - a. Calculate conflict confirmation/ clearance with pavement/ drainage/ improvement design information.



- b. Upon confirmation of all conflicts, work with design team(s) and utility companies to obtain best solution to resolve each conflict.
- c. Coordinate with each utility company to determine and record: design time, bidding/ award time, construction time and removal/ proper abandonment.
- d. Provide conceptual alignments for all required facilities needing relocation.
- e. Prepare Proposed Utility layout.

Task 4 Deliverables:

- 1. 70% Design Drawings in PDF (Size: 22"x34")
- 2. 70% OPCC in PDF
- 3. 70% Drainage Report in PDF
- 4. 70% Utility conflict summary and Utility Layout in PDF format

5 Task 5: Construction Documents (100% Design)

- 5.1 Drawings: HDR will develop final signed and sealed plans for construction package incorporating previous review comments, utility coordination information, final hydrologic and hydraulic drainage design results, and final permitting information.
- 5.2 Project Manual: HDR will provide final Project Manual.
- 5.3 Cost Estimate: HDR will update opinion of probable construction cost (OPCC). OPCC to AACE Class 1 standards (accuracy of estimate between -5% to +10%).
- 5.4 Drainage Report: HDR will provide final H&H data, updated BCA, and report.
- 5.5 Utility Coordination: HDR will provide utility coordination of existing utilities affected by the project. Utility Coordination services will include:
 - a. Calculate conflict confirmation/ clearance with pavement/ drainage/ improvement design information.
 - b. Upon confirmation of all conflicts, work with design team(s) and utility companies to obtain best solution to resolve each conflict.
 - c. Coordinate with each utility company to determine and record: design time, bidding/ award time, construction time and removal/ proper abandonment.
 - d. Provide conceptual alignments for all required facilities needing relocation.
 - e. Prepare Proposed Utility layout.

Task 5 Deliverables:

- 1. Signed and Sealed Drawings in PDF (Size: 22"x34")
- 2. Signed and Sealed Drainage Report PDF
- 3. Signed and Sealed Project Manual PDF



4. Signed and Sealed Final OPCC in PDF
5. Utility sign-off PDFs

Scoping Assumptions / Exclusions

- City of Taylor Drainage Design and Analysis Criteria, as provided in the Engineering Manual, will be used to complete the design.
- FEMA Conditional/Letter of Map Revision (CLOMR/LOMR) is not included.
- Design intent is to meet drainage criteria identified in the Drainage Master Plan. Larger events can occur and flooding is still possible within the project area.
- City will provide coordination and outreach with property owners.
- Bid Phase and Construction Phase are not included in this Design Phase scoping.
- Assume that project improvements will be bid and constructed as one package.
- Geotechnical investigation and analysis are not included in this scope.
- Structural engineering and design are not included in this scope.
- Land acquisitions for proposed easements are not included in this scope.
- Contractor will prepare and submit Traffic Control Plan, SWPPP, and Erosion and Sedimentation Control Plan for City and Engineer review.
- Scope does not include UPRR permitting/agreement licensing fees.
- Conceptual design developed in the City's Drainage Master Plan is feasible and can be designed.



ENGINEER'S FEE:

Compensation for the Engineer's service under this Agreement shall be on the basis of Lump Sum. The breakdown for the Lump Sum amount is summarized below.

DESIGN PHASE SERVICES

Direct Labor

Task 1: Project Management.....	\$ 24,300.00
Task 2: Design Data Collection	\$ 70,493.20
Task 3: Preliminary 30% Design Submittal	\$ 143,200.00
Task 4: 70% Design Submittal.....	\$ 127,200.00
Task 5: Construction Documents (100% Design)	\$ 90,100.00

TOTAL PROJECT ENGINEERING SERVICES \$ 455,293.20

WORK SCHEDULE:

The major project milestones durations for each task are anticipated not to exceed that which is listed below. These durations do not include City review time for each milestone submittal. Durations may vary based on outside factors and conditions beyond Engineer's or City's control such as easement acquisitions or franchise utility relocation delays. A detailed project schedule will be provided on the Notice to Proceed is provided.

Major Project Element / Milestone		Budgeted	% of Total	Starting Month	Estimated Months to Complete	Month																				
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1	Award, Planning	\$ 23,750.00	0.6%	1	3																					
2	Survey and SUE Investigation	\$ 65,000.00	1.6%	4	2																					
3	Prelim Eng	\$ 123,000.00	3.0%	6	6																					
4	Final Design	\$ 246,000.00	5.9%	12	9																					

SPECIAL PROVISIONS:

1. See Attachment B for additional federal contract provisions.



This Task Order 3 is executed this _____ day of _____, 2025.

CITY OF TAYLOR, TEXAS

“OWNER”

BY: _____

NAME: Brian LaBorde

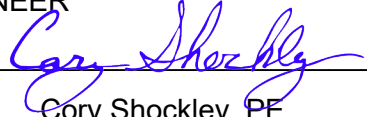
TITLE: City Manager

ADDRESS: 400 Porter St.

Taylor, TX 76574

HDR ENGINEERING, INC.

“ENGINEER”

BY: 

NAME: Cory Shockley, PE

TITLE: Vice President

ADDRESS: 710 Hesters Crossing, Ste. 150

Round Rock, TX 76574

ATTACHMENT A
Subconsultant Proposals

10/16/2025

City of Taylor
400 Porter Street
Taylor, TX 76574

ATTN: Jacob Walker, PE

RE: City of Taylor—Kimbrow Street and Shaw Street Drainage Improvements

Mr. Walker,

Thank you for the opportunity of submitting this supplemental proposal for professional surveying services in connection with your request to prepare a survey for the City of Taylor Drainage Projects. The survey limits are shown on the attached sketches. The scope of services and proposed survey fee is attached hereto. AG3's proposed method of payment is Lump Sum.

Please contact me if you have any questions or need additional information.

Sincerely,



Dan H. Clark
Vice President—Survey Division
AG3 Group, LLC

**For City of Taylor, TX—Kimbrow Street & Shaw Street Storm Drainage System
Services to be performed by the Surveyor**

This Scope of Services includes supplemental field and office surveying services to perform a survey of existing conditions for the Kimbro Street and Shaw Street Storm Drainage System.

The limits of the survey for these projects are shown on the attached Project Location/Limits.

AG3 will deliver files that will include the project survey performed under this scope of services.

The Following Surveying Services Tasks are included in this Scope of Services:

1. Site Reconnaissance

- Perform site review of existing field conditions.

2. Survey Control

- Establish survey control near the site that will not be disturbed during construction.
- Survey Control will be related to the State Plane Coordinate System, Texas Central Zone, NAD83.
- Set a minimum of four (4) control points for design and construction improvements in accordance with the "Manual of Practice for Land Surveying in Texas".

3. Right-of-Entry

- Coordinate with the City of Taylor to develop a right-of-entry (ROE) letter to be used for this project.
- Mail ROE letters to affected landowners in attempt to obtain ROE from up to four (4) landowners.
- If necessary, send follow-up letters via FedEx.

4. Field Survey

- Perform field survey on project site including topographic survey at approximately 50-foot intervals.
- Obtain break lines and spot elevations sufficient for 1-foot contour intervals.
- Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
- Field tie above ground visible improvements including, but not limited to, fences (including type), edge of pavement, curb & gutter, driveways, mailboxes, signs, etc.
- Coordinate with Texas 811 to have below ground utilities marked.
- Tie below ground utilities as marked by Texas 811.
- Tie visible utility locations, including ties to above-ground features, such as power poles, valves, and other features.
- Provide spot elevations at center point of WW and Storm manhole covers and access vaults.
- Provide invert elevation of WW and Storm manholes and elevation of pipe flowlines (if possible).
- Provide location, pipe size, (if possible) and invert elevation of existing WW & storm drain structures (including next upstream WW manhole to aid in estimation of pipe slopes).
- Field tie and tag existing trees 6-inches diameter and greater. Species will be identified to the best of the surveyor's ability. To ensure accurate ID of tree species, it is recommended the client contract with a Certified Arborist.
- Field tie OHWM if located and flagged by others at time survey is conducted.
- Provide size, type and flowline of cross culverts.
- Locate soil borings and core holes if they are present at time of survey.

- Locate sufficient property corners to establish apparent property boundaries within the project areas.
- Process field collected data for field survey.
- Perform quality control for survey requirements.

5. Base Mapping

- Prepare base maps illustrating data collected above from field survey.
- Include existing utilities as field located.
- QA/QC all base maps before delivery.

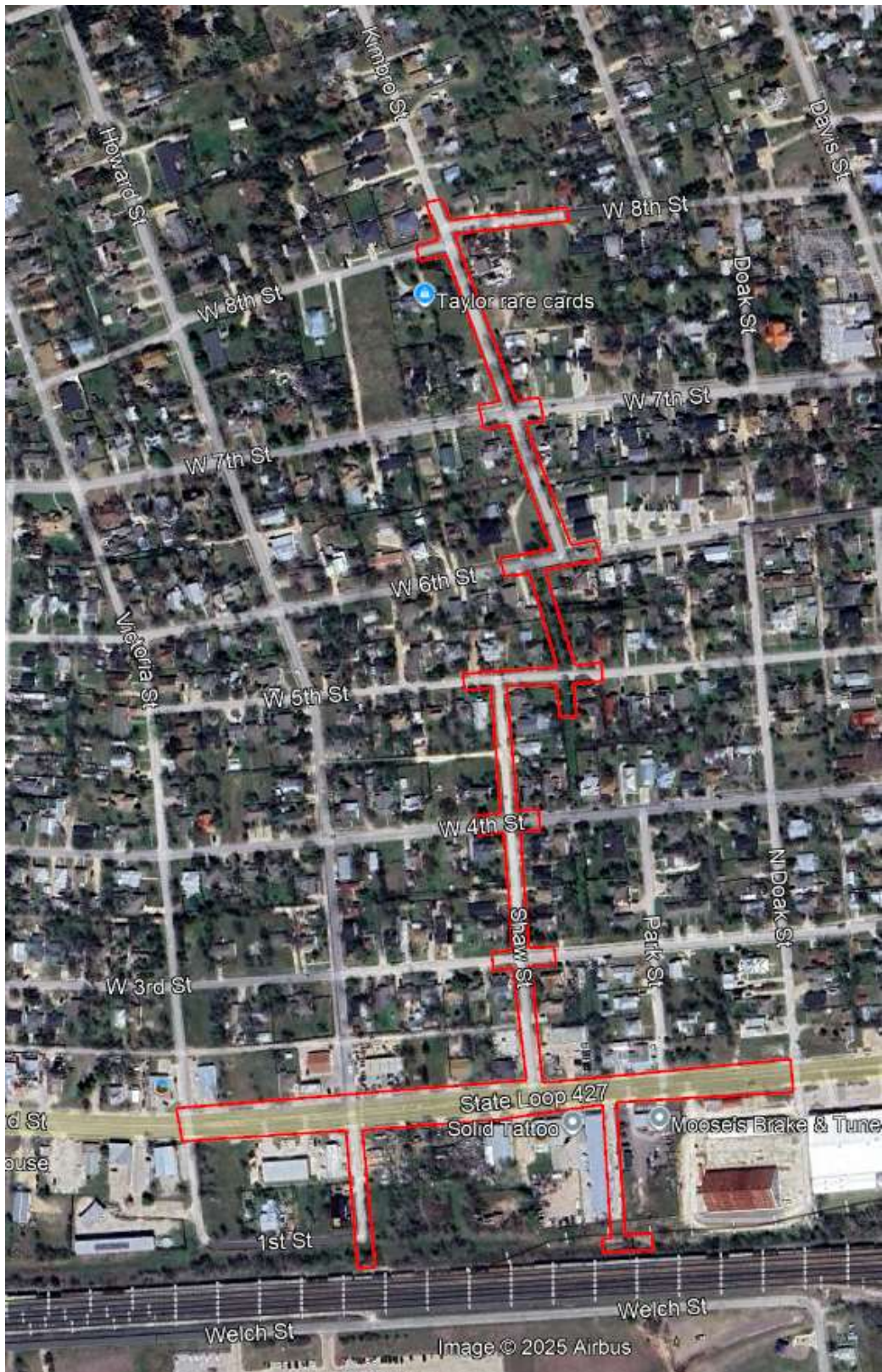
6. Prepare Digital Terrain Model (DTM)

- Extract spot elevations and break lines into DTM.
- Extract and prepare triangulated irregular network into DTM.
- Load 1-foot contour information.

7. Survey Coordination and Deliverables

- Attend kickoff meeting with engineering consultant.
- Conduct periodic internal staff meetings to insure progress.
- Perform internal Quality Control reviews to insure quality and accuracy of survey.
- Provide signed and sealed Survey Control sheet for the plan set in PDF.
- Final set of existing right-of-way drawings prepared to specified horizontal scale.
- Electronic files for all survey information defined above to be provided electronically in AutoCAD format.

Project Locations\Limits



FEE SCHEDULE/BUDGET
Project: Taylor Drainage
County: Williamson
Client: City of Taylor

Kimbrow & Shaw Streets	Direct Labor						Unit Costs				Totals
	Labor Classification:	Survey - (RPLS) Project Manager	Surveyor - Senior (RPLS)	Survey Technician (Surveyor-In-Training) - Senior	Survey Technician	Admin/Clerical	UAS Lidar/Photogrammetry System	1 - Person Survey Crew (GPS & Robotic total station included)	2 - Person Survey Crew (GPS & Robotic total station included)	3 - Person Survey Crew (GPS & Robotic total station included)	Sub-Task Subtotal
		Contract Rate:	\$ 255.00	\$ 150.00	\$ 115.00	\$ 95.00	\$ 75.00	\$ 2,500.00	\$ 125.00	\$ 175.00	
a: Verify Existing & Establish New Primary Control	2	4	8		1			20		\$5,605.00	
b: Right-of-Entry (up to 4 parcels)	1	2	8		1					\$1,550.00	
c: Design Survey	4	4	16		1			140		\$28,035.00	
d: Boundary Survey	1	2	8		1			20		\$5,050.00	
e: Deliverables	4	8	24		1					\$5,055.00	
Hours Subtotal :		12	20	64	0	5	0	0	180	0	Column Total = \$45,295.00
Labor Classification Subtotal :		\$ 3,060.00	\$ 3,000.00	\$ 7,360.00	\$ -	\$ 375.00	\$ -	\$ -	\$ 31,500.00	\$ -	Row Total = \$45,295.00
									Total Direct Labor	\$ 13,795.00	
									Total Unit Costs	\$ 31,500.00	
									Total Other Direct Expenses:	\$ 67.20	
									Task Total:	\$ 45,362.20	

Kimbrow & Shaw Streets--OTHER DIRECT EXPENSES					
Type	Unit	Cost/Unit		Quantity	Cost
		Fixed	Max		
Mileage	Mile	\$ 0.0700		960	\$ 67.20
Mobilization for Lidar Mobile Mapping System (travel to project) (includes vehicle)	Per Mile	\$ 10.00			\$ -
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	hour	\$ 130.00			\$ -
					\$ -
			Total Other Direct Expenses:	\$ 67.20	

PROJECT FEE SCHEDULE FOR:	HDR - City of Taylor Kimbro Shaw- Taylor TX		
SCOPE:	Provide Levels C and D		
ESTIMATED TIME TO COMPLETE:	Varies dependent on receipt of records		
SUBMITTAL:	CAD Deliverable. Client provides topo		
	background and survey control.		
		CURRENT PROJECT ESTIMATES	
	Standard Rate		
Job Description		Hrs./Days/Miles	Total
Project Manager	\$ 250.00	1	\$ 250.00
SUE Field Manager	\$ 180.00	1	\$ 180.00
Senior SUE Tech	\$ 126.00	20	\$ 2,520.00
SUE TECH 3	\$ 111.00		\$ -
SUE TECH 2	\$ 91.00	20	\$ 1,820.00
SUE TECH 1	\$ 78.00		\$ -
Senior Utility Coordinator	\$ 185.00		\$ -
Utility Coordinator	\$ 135.00	8	\$ 1,080.00
Sr. CADD Technician	\$ 137.00	8	\$ 1,096.00
CADD Technician	\$ 115.00		\$ -
Technical Support	\$ 65.00	1	\$ 65.00
Designating Truck	\$ 35.00	20	\$ 700.00
Locating Truck	\$ 80.00		\$ -
Field Supplies	\$ 50.00		\$ -
GPR equipment - Single Channel	\$200/ day		\$ -
Manhole Scanner- equipment only	\$300/ day		\$ -
Concrete cores	\$250 / core		\$ -
Concrete breaking and restoration	\$200 / each		\$ -
Lodging	\$110 / day	2	\$ 220.00
Meals	\$45 / day	2	\$ 90.00
Traffic Control & Permits	\$ -		\$ -
Mobilization - Project Specific	\$ -		\$ -
2 Man Survey Crew	\$ 175.00	30	\$ 5,250.00
Survey Technician-Coordination	\$ 110.00	6	\$ 660.00
		PROJECT TOTAL	\$ 13,931.00

PROJECT SCOPE ITEMS:	Use provide survey of surface features from HDR to develop an Quality level C and D map. Review data in field once line work is complete. Provide CADD file of utility map
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If you agree to this proposal, please sign below and email back. Your signature will serve as a written notice to proceed. Note: Geophysical search and records research does not guaranty all utilities will be found. Residential services and irrigation/sprinkler systems are not included in this investigation. Non conductive material utilities, ie pvc waterlines may require advanced geophysical methods to designate and are not included in this proposal.

Joseph A Murphy, PE
SUE Program Manager
214-979-1144 office

	Provide invoicing instructions below
Project Name:	
Project or Purchase Order Number:	
Project Manager Name:	
Project Manager Email:	
Project Manager Phone:	
Accounts Payable Contact Name:	
Accounts Payable Email:	
Mailing Address:	

ATTACHMENT B

Federal Contract Provisions

In compliance with 2CFR Part 200, Appendix II and other applicable federal regulations, the following clauses are hereby incorporated into the agreement and shall be binding upon ENGINEER and all subconsultants:

1. Termination for Cause and Convenience (2 CFR Part 200, Appendix (B))

OWNER reserves the right to terminate this Agreement for cause or for convenience as provided under applicable federal regulations and the terms of this Agreement.

2. Suspension and Debarment (2CFR 200, Appendix II(H))

This agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, ENGINEER is required to verify that none of ENGINEER's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ENGINEER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that ENGINEER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ENGINEER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. ENGINEER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment (2 CFR Part 200, Appednix II(I))

If ENGINEER's fee is more than \$100,000, ENGINEER shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

Inconclusion: A signed Byrd Anti-Lobbying Certification document shall be provided by ENGINEER and incorporated into this agreement as Attachment A.

4. **Recycled Materials** (2 CFR 200 §200.323)

In the performance of this contract, ENGINEER shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) -designated items unless the product cannot be acquired -

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines Program – US EPA. ENGINEER also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** (2CFR 200 §200.216)

a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Federal Emergency Management Agency (FEMA) Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-

b. *Prohibitions.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from obligating or expending grant , cooperative agreement, loan, or loan guarantee funds on certain

telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, ENGINEER and its subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:
 - (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology of any system;
 - (b) Enter, extend, or renew a contract to procure or obtain any equipment system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (c) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (d) Provide, as part of its performance of this agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

- (1) This clause does not prohibit ENGINEER from providing-
 - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implications and regulation, the prohibitions also do not apply to:
 - (a) Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirements.

- (1) In the event ENGINEER identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or ENGINEER is notified of such by a subcontractor at any tier or by any other source, ENGINEER shall report the information in Paragraph (d)(2) of this clause to recipient or subrecipient in writing or via email, unless elsewhere in this agreement are established procedures for reporting information.
- (2) ENGINEER shall report the following information pursuant to paragraph (d)(l) of this clause:
 - (a) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (b) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts.*

ENGINEER shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

6. Domestic Preference for Procurement (2CFR §200.322)

ENGINEER should, to the greatest extent practicable and consistent with the law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States

7. **Clean Air Act** (2CFR 200 Appendix II (G))

ENGINEER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ENGINEER agrees to report each violation to OWNER and understands and agrees that OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

ENGINEER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. **Federal Water Pollution Control Act** (2CFR 200 Appendix II (G))

ENGINEER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

ENGINEER agrees to report each violation to OWNER and understands and agrees that OWNER will, in turn, report each violation as required to assure notification to the (name of the pass-through entity, if applicable), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

ENGINEER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Quality of Life

Agenda Item Number: 7.

Agenda Title: Consider approval of procurement of a cascade/rescue truck from Lubbock Truck Sales, Inc.

Council Action to be Taken: Approve vehicle purchase.

Department Submitted: Fire

Staff Contact: Daniel Baum, Fire Chief

1. PURPOSE / DESCRIPTION

The purpose of this agenda item is to purchase a replacement cascade/rescue truck for \$682,188.00 from Lubbock Truck Sales, Inc., using funding from the Fleet Replacement Fund. This purchase will be made through Sourcewell contract #032824-DAI.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The purchase of this truck is part of the City's fleet replacement program. This vehicle will replace a 1996 model Freightliner rescue truck that has reached the end of its service life. This new truck was carefully specified for simplicity and reliability while meeting current safety and environmental standards. This vehicle is designed to meet current demands and be adaptable to future needs.

The use of a government cooperative purchasing agreement exempts the need for competitive bids per the City's purchasing policy.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Replaces vehicle that will be over 30 years old at the time of replacement	• 22 - 28 month lead time

• Compliant with latest safety and environmental standards • Configured for the needs of the city	
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4. RECOMMENDATION

Staff recommends approving the purchase of the replacement truck from Lubbock Truck Sales, Inc.

5. FUNDING SOURCE

Fleet Replacement Fund #384-518-723. Chassis cost and 30% of upfit are due at the time of order with the balance due at the time of delivery. A performance bond will be secured and is included in cost.

6. TIMELINE

The delivery lead time is estimated to be 22 - 28 months.

7. OTHER OPTIONS

8. ATTACHMENTS

1. Taylor Fire Truck Quote
2. Chassis Specifications
3. Body Specifications
4. Example Performance Bond
5. Presentation

Lubbock Truck Sales Inc.
Rusty Durham
rusty@lubbocktrucksales.com
806-549-5272



Quote created for:
City of Taylor
304 E 3rd St
Taylor, TX 76574
Daniel Baum
512-365-0180

Sourcewell member number# 149605

Dealer Contract # 032824-DAI

2026 M2 106 Crew Cab
Cummins L9 360 HP 1150 lb-ft
Allison 3000 EVS automatic transmission

Pre-Discount Price – Includes base price vehicle plus options from the factory		\$174,475
Sourcewell Discount	33.00%	-\$57,576.75
Discounted Sourcewell chassis price to member		\$116,898.25
Model Year Surcharge		\$3,750
GHG24 Cummins Surcharge		\$555
Cummins Tariff Charge		\$205
Steel Aluminum Tariff Charge		\$1,500
Destination Charge		\$3,375
All items which are not subject to the Daimler Contract Discount are added after/below the chassis price, i.e. bodies, dealer installed items, extended warranties and destination charges etc.		
Final Chassis price		\$126,283.25

SEE NEXT PAGE

Dealer added items:

Vengeant Apparatus Air Body	\$555,904.75
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Final Selling Price	\$682,188
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<u>Down Payment to order chassis and start build</u>	<u>\$293,054.68</u>
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Remaining Balance	\$389,133.32
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Memo:

These price for the body reflects a \$30,000 trade in value from the city of Taylor to Texas Fire Apparatus.

Down payment includes the cost of the chassis, and 30% of body cost.

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A proposal for
TAYLOR CITY OF SOURCEWELL MEMBER 149605

Prepared by
LUBBOCK TRUCK SALES, INC.

Rusty Durham

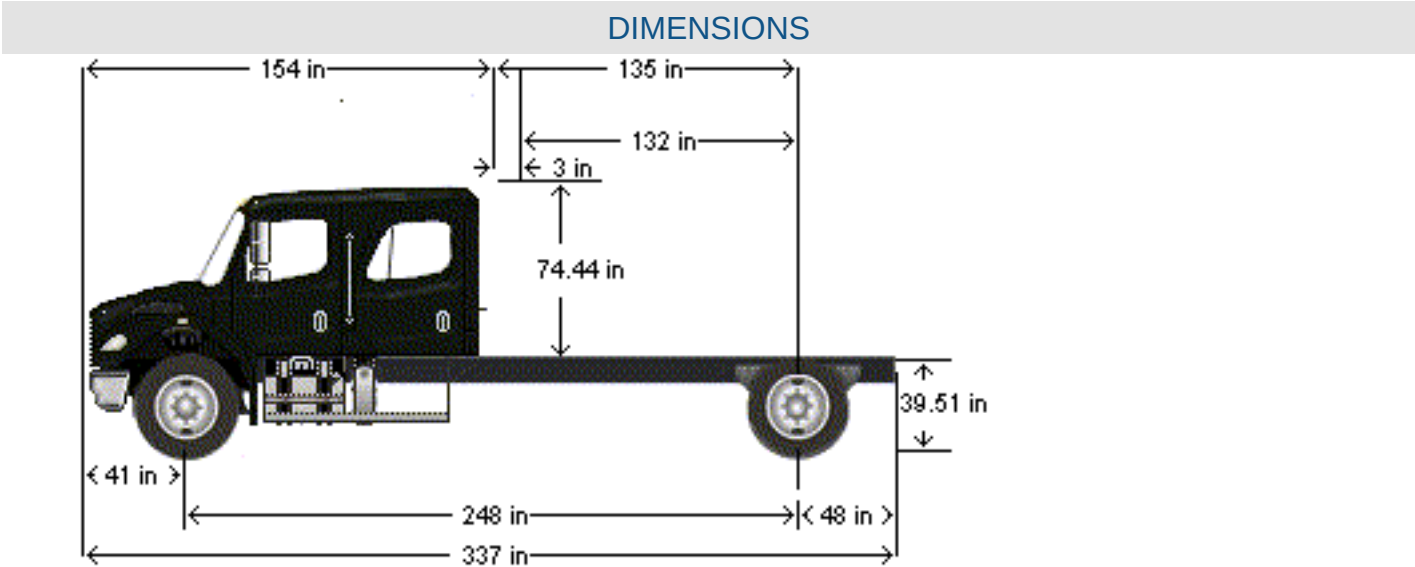
November 21, 2025

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale





VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	6300MM (248 INCH) WHEELBASE
Rear Frame Overhang (552)	1225MM (48 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE
Cab to Body Clearance (in)	3.0

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	153.5
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	112.8
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	135.2
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	132.2
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	183.4
Cab Height (CH)	74.4
Wheelbase (WB)	248.0
Frame Overhang (OH)	48.2
Overall Frame Length	325.6
Overall Length (OAL)	337.0
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	39.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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SPECIFICATION PROPOSAL

Description	Weight Front	Weight Rear	Retail Price
Price Level			
M2 PRL-30M (EFF:MY27 ORDERS)			STD
Data Version			
SPECPRO21 DATA RELEASE VER 015			N/C
Fuel Efficiency Package			
MEDIUM DUTY FUEL EFFICIENCY PACKAGE			N/C
Vehicle Configuration			
M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450	\$116,365.00
2027 MODEL YEAR SPECIFIED			STD
SET BACK AXLE - TRUCK			STD
STRAIGHT TRUCK PROVISION, NON-TOWING			STD
LH PRIMARY STEERING LOCATION			STD
General Service			
TRUCK CONFIGURATION			STD
DOMICILED, USA 50 STATES (EPA CLEAN IDLE LABEL OR NO CLEAN IDLE REQUIRED)			STD
EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)			STD
FIRE SERVICE			N/C
GOVERNMENT BUSINESS SEGMENT			N/C
DRY BULK COMMODITY			N/C
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
MAXIMUM 8% EXPECTED GRADE			STD
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
MEDIUM TRUCK WARRANTY			STD



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	Description	Weight Front	Weight Rear	Retail Price
	EXPECTED FRONT AXLE(S) LOAD 12000.0 lbs			
	EXPECTED REAR DRIVE AXLE(S) LOAD 21000.0 lbs			
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY 33000.0 lbs			
Truck Service				
	UTILITY BODY			N/C
	EXPECTED TRUCK BODY LENGTH 22.0 ft			
*	CUSTOM MFR'S/BODY TYPE IDENTIFICATION			N/C
	VENGEANT APPARATUS			
	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES 32.0 in			
Engine				
	CUM L9 360EV HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-FT @ 1200 RPM, R/F/E	640	30	\$13,600.00
Electronic Parameters				
	75 MPH ROAD SPEED LIMIT			N/C
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
	PTO MODE ENGINE RPM LIMIT - 1000 RPM			N/C
	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES			N/C
	PTO GOVERNOR RAMP RATE - 50 RPM PER SECOND			N/C
	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY			N/C
	CRUISE CONTROL BUTTON PTO CONTROL AND ONE REMOTE PTO SPEED			N/C
	PTO SPEED 1 SETTING - 800 RPM			N/C
	ENGINE FAN ENABLED WITH RETARDER			N/C
	PTO MINIMUM RPM - 800			N/C
	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C



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Description	Weight Front	Weight Rear	Retail Price
PTO 1, WITH SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS			N/C
ENGINE MOUNT PTO, TEM SUPPLIED REQUEST			N/C
Engine Equipment			
EPA 2010/GHG 2024 CONFIGURATION			STD
STANDARD OIL PAN			STD
ENGINE MOUNTED OIL CHECK AND FILL			STD
SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER			\$100.00
* LN 12V 350 AMP BRUSHLESS PAD MOUNT ALTERNATOR WITH VOLTAGE SENSE, LAMP			\$1,000.00
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10		\$20.00
BATTERY BOX FRAME MOUNTED			STD
STANDARD BATTERY JUMPERS			STD
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
NON-POLISHED BATTERY BOX COVER			STD
NON-ESSENTIAL POSITIVE LOAD DISCONNECT, LOCKING IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2		\$270.00
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2		STD
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
AIR COMPRESSOR DISCHARGE LINE			STD
GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING			N/C
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		STD



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Description	Weight Front	Weight Rear	Retail Price
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE			STD
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			STD
STANDARD EXHAUST SYSTEM LENGTH			STD
RH STANDARD HORIZONTAL TAILPIPE			STD
6 GALLON DIESEL EXHAUST FLUID TANK			STD
100 PERCENT DIESEL EXHAUST FLUID FILL			STD
LH UNDER CAB DIESEL EXHAUST FLUID TANK LOCATION			\$50.00
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
NO MUFFLER/TAILPIPE SHIELD	-10		STD
AIR POWERED ON/OFF ENGINE FAN CLUTCH			STD
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			\$20.00
CUMMINS SPIN ON FUEL FILTER			STD
COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
NO COOLANT FILTER	-10		STD
1100 SQUARE INCH ALUMINUM RADIATOR	70		\$75.00
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
RADIATOR DRAIN VALVE			STD
LOWER RADIATOR GUARD			STD



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Description	Weight Front	Weight Rear	Retail Price
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$92.00
CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			\$6.00
ALUMINUM FLYWHEEL HOUSING			STD
ELECTRIC GRID AIR INTAKE WARMER			STD
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			N/C

Transmission

ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	\$9,060.00
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Transmission Equipment

ALLISON VOCATIONAL PACKAGE 198 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS			N/C
ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
S4 ECONOMY 2 PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
2200 RPM PRIMARY MODE SHIFT SPEED			N/C
2200 RPM SECONDARY MODE SHIFT SPEED			N/C
ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD



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Description	Weight Front	Weight Rear	Retail Price
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 1000 RPM			N/C
QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS			\$455.00
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			\$95.00
CUSTOMER INSTALLED CHELSEA 281 SERIES PTO	50		N/C
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			N/C
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			\$365.00
TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15		STD
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID			STD

Front Axle and Equipment

	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		STD
	BENDIX ADB22X AIR DISC FRONT BRAKES	30	\$1,170.00
*	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		\$45.00
	FRONT DISC BRAKE ROTORS		N/C
	FRONT OIL SEALS		STD
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		STD
	STANDARD SPINDLE NUTS FOR ALL AXLES		STD
	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS		N/C
	TRW THP-60 POWER STEERING		STD



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Description	Weight Front	Weight Rear	Retail Price
POWER STEERING PUMP			STD
2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			\$17.00
Front Suspension			
12,000# DUAL TAPERLEAF FRONT SUSPENSION	42		\$57.00
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment			
MERITOR MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10	\$234.00
5.13 REAR AXLE RATIO			N/C
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20	\$640.00
DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE			\$734.00
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C
INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH			N/C
BENDIX ADB22X AIR DISC REAR BRAKES		-30	\$1,086.00
FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING			N/C
STANDARD BRAKE CHAMBER LOCATION			N/C
REAR DISC BRAKE ROTORS			N/C
REAR OIL SEALS			STD
AIR DISC LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			N/C
REAR AIR DISC BRAKE INTERNAL ADJUSTERS			N/C



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Description	Weight Front	Weight Rear	Retail Price
GUARANTEED NAME BRAND "ROADRANGER SYNTHETIC" FE 75W-90 REAR AXLE LUBE			\$131.00
Rear Suspension			
AIRLINER 21,000# REAR SUSPENSION WITH CHAIN CLEARANCE		20	\$29.00
AIRLINER HIGH POSITION RIDE HEIGHT			STD
STANDARD AXLE SEATS IN AXLE CLAMP GROUP			N/C
IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION			\$95.00
REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH BUZZER AND INDICATOR LIGHT			N/C
SINGLE AIR REAR SUSPENSION LEVELING VALVE			STD
TRANSVERSE CONTROL RODS			STD
REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)			STD
Pusher / Tag Equipment			
NO PUSHER/TAG BRAKE DUST SHIELDS			STD
Brake System			
AIR BRAKE PACKAGE			STD
WABCO 4S/4M ABS WITH TRACTION CONTROL			STD
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
STANDARD AIR MANAGEMENT UNIT			STD
FIBER BRAID PARKING BRAKE HOSE			STD
STANDARD BRAKE SYSTEM VALVES			STD
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
STD U.S. FRONT BRAKE VALVE			STD
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD



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Description	Weight Front	Weight Rear	Retail Price
WABCO OIL COALESCING FILTER FOR AIR DRYER			\$11.00
AIR DRYER MOUNTED UNDER HOOD			N/C
STEEL AIR BRAKE RESERVOIRS			STD
BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)			\$82.00

Trailer Connections

NO TRAILER AIR HOSE			STD
NO AIR HOSE HANGER			STD
NO TRAILER ELECTRICAL CABLE			STD

Wheelbase & Frame

6300MM (248 INCH) WHEELBASE			N/C
8.0MM X 89.0MM X 261MM STEEL FRAME (0.31X3.50X10.28 INCH) 140KSI	350	40	\$600.00
1225MM (48 INCH) REAR FRAME OVERHANG			N/C
FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	10	-50	N/C
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 135.24 in			
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) 132.24 in			
CALC'D FRAME LENGTH - OVERALL 325.62 in			
CALCULATED FRAME SPACE LH SIDE 145.37 in			N/C
CALCULATED FRAME SPACE RH SIDE 100.22 in			N/C
CALC'D SPACE AVAILABLE FOR DECKPLATE 0.0 in			
SQUARE END OF FRAME			STD
FRONT CLOSING CROSSMEMBER			STD
STANDARD WEIGHT ENGINE CROSSMEMBER			STD
STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD



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Description	Weight Front	Weight Rear	Retail Price
STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
STANDARD REARMOST CROSSMEMBER			STD
STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment			
THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30		\$370.00
FRONT TOW HOOKS - FRAME MOUNTED	15		\$74.00
SINGLE LICENSE PLATE BUMPER MOUNTING ON LH SIDE			STD
NO MUDFLAP BRACKETS			STD
NO REAR MUDFLAPS			STD
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE			STD
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$218.00
Fifth Wheel			
NO FIFTH WHEEL			STD
Fuel Tanks			
50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20		\$565.00
RECTANGULAR FUEL TANK(S)			STD
PLAIN ALUMINUM/HYDRAULIC FUEL TANK(S) WITH PAINTED ZINC-PLATED STEEL BANDS			N/C
FUEL TANK(S) FORWARD			STD
PLAIN STEP FINISH			STD
FUEL TANK CAP(S)			STD
DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR	5		\$395.00



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Description	Weight Front	Weight Rear	Retail Price
EQUIFLO INBOARD FUEL SYSTEM			STD
AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK			\$25.00
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD

Tires

MICHELIN X MULTI Z2 11R22.5 14 PLY RADIAL FRONT TIRES	14		\$750.00
MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		80	\$1,640.00

Hubs

CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD

Wheels

ACCURIDE 43644 ACCU-LITE 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-64		\$450.00
ACCURIDE 43644 ACCU-LITE 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-128	\$900.00
BRIGHT STANDARD POLISH FRONT WHEELS WITH ACCU-SHIELD FINISH			\$232.00
BRIGHT STANDARD POLISH REAR WHEELS WITH OUTER ONLY ACCU-SHIELD FINISH			\$232.00
FRONT WHEEL MOUNTING NUTS			STD
REAR WHEEL MOUNTING NUTS			STD
HALTEC DS1 DOUBLE SEAL CAPS, FRONT AND REAR AND NYLON WHEEL GUARDS, FRONT AND REAR ALL INTERFACES			\$108.00

Cab Exterior

154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB	430	250	\$12,419.00
AIR CAB MOUNTING			\$100.00
LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT			\$54.00
HOOD MOUNTED CHROMED PLASTIC GRILLE			\$159.00
CHROME HOOD MOUNTED AIR INTAKE GRILLE			\$43.00



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 149605
 304 E 3rd St
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 UNITED STATES
 Phone :9033914430

Prepared by:
 Rusty Durham
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 1801 E. SLATON RD
 LUBBOCK, TX 79404
 Phone :806-748-1529

Description	Weight Front	Weight Rear	Retail Price
FIBERGLASS HOOD			STD
FREIGHTLINER NAME PLATES			STD
TUNNEL/FIREWALL LINER			STD
DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS WITH DUAL LANYARDS	8		\$605.00
DUAL ELECTRIC HORNS			\$10.00
DUAL HORN SHIELDS			N/C
REAR LICENSE PLATE MOUNT END OF FRAME			STD
LED LOW BEAM AND HIGH BEAM HEADLIGHTS WITH CHROME BEZEL			\$300.00
LED AERODYNAMIC MARKER LIGHTS			STD
DAYTIME RUNNING LIGHTS			STD
INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
STANDARD FRONT TURN SIGNAL LAMPS			STD
AUTOMATIC ON/OFF, ENGINE COMPARTMENT, HOOD ACTIVATED WORK LIGHT WITH MANUAL OVERRIDE	1		\$190.00
SWITCH, INDICATOR LIGHT AND APPROXIMATELY 10 FEET OF WIRE ON CHASSIS RH BACK OF CAB FOR CUSTOMER FURNISHED UTILITY LIGHT(S)			\$47.00
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE			\$250.00
DOOR MOUNTED MIRRORS			STD
102 INCH EQUIPMENT WIDTH			STD
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
RH DOWN VIEW MIRROR			\$22.00
STANDARD SIDE/REAR REFLECTORS			STD
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER			\$81.00



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Description	Weight Front	Weight Rear	Retail Price
PARK BRAKE REMINDER WARNING SYSTEM			\$3.00
AERO BRIGHT EXTERIOR SUN VISOR	10		\$526.00
63X14 INCH TINTED REAR WINDOW			STD
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
RH AND LH ELECTRIC POWERED WINDOWS			\$162.00
1-PIECE SOLAR GREEN GLASS WINDSHIELD			STD
2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED			N/C
Cab Interior			
RUGGED TRIM PACKAGE			N/C
GRAY & CARBON VINYL INTERIOR "RUGGED"			N/C
CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			\$100.00
MOLDED DOOR PANEL			STD
MOLDED PLASTIC DOOR PANEL			STD
BLACK MATS WITH SINGLE INSULATION			STD
(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET			\$45.00
FORWARD ROOF MOUNTED CONSOLE			STD
LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
(2) CUP HOLDERS LH AND RH DASH			STD
M2/SD DASH			STD
5 LB. FIRE EXTINGUISHER	10		\$60.00
HEATER, DEFROSTER AND AIR CONDITIONER			STD



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Description	Weight Front	Weight Rear	Retail Price
STANDARD HVAC DUCTING			STD
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
STANDARD HEATER PLUMBING			STD
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
BINARY CONTROL, R-134A			STD
PREMIUM INSULATION			\$284.00
SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
PREMIUM LED CAB LIGHTING			(\$10.00)
NO SECURITY DEVICE			N/C
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
KEY QUANTITY OF 4			\$18.00
LH AND RH ELECTRIC DOOR LOCKS			\$220.00
NO MATTRESS	-20	-15	STD
TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10		\$24.00
SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	50		\$710.00
SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH NFPA 1901- 2009/2016 COMPLIANT SEAT SENSOR	40	15	\$760.00
SEATS INC 911 UNIVERSAL SCBA NON SUSPENSION LH AND RH REAR PASSENGER SEATS WITH UNDER SEAT STORAGE AND NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	140	40	\$890.00
INBOARD DRIVER AND PASSENGER SEAT ARMRESTS	4		\$74.00
LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
PARADE PANEL(S) ON APPLICABLE SCBA SEAT BACKS			\$130.00



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Description	Weight Front	Weight Rear	Retail Price
BLACK VINYL DRIVER SEAT COVER			STD
BLACK VINYL PASSENGER SEAT COVER			STD
BLACK CORDURA PLUS CLOTH REAR PASSENGER SEAT COVER			\$105.00
NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS			\$264.00
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			STD
DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls			
ELECTRONIC ACCELERATOR CONTROL			STD
NO INSTRUMENT PANEL-DRIVER			STD
FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			(\$59.00)
ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
BRIGHT ARGENT FINISH GAUGE BEZELS			\$1.00
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$45.00
97 DB BACKUP ALARM		3	\$44.00
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD



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Description	Weight Front	Weight Rear	Retail Price
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
2 INCH ELECTRIC FUEL GAUGE			STD
ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE			\$134.00
QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS			\$135.00
QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP			N/C
ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			N/C
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY			STD
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			\$60.00
NO OBSTACLE DETECTION SYSTEM			(\$4,324.00)
NO DR ASSIST SYSTEM			N/C
(1) BACKUP CAMERA-END OF FRAME MOUNTED WITH 15 FOOT EXTRA LONG CABLE COILED AT END OF FRAME			STD
ELECTRONIC STABILITY CONTROL,4X2 W/SAFETY MIN BODY WEIGHT EXCEEDS 4,000LBS REQ			STD
NO LANE DEPARTURE WARNING SYSTEM			(\$1,080.00)
ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
NO OVERHEAD INSTRUMENT PANEL			STD
1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10		\$780.00
NFPA VEHICLE DATA RECORDER AND SEATBELT DISPLAY			\$1,008.00
7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE			STD



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	Description	Weight Front	Weight Rear	Retail Price
	DASH MOUNTED RADIO			STD
	(2) RADIO SPEAKERS IN CAB			STD
	NO AM/FM RADIO ANTENNA			STD
	POWER AND GROUND WIRING PROVISION OVERHEAD			\$18.00
	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			\$55.00
*	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD			\$251.00
*	SHARKFIN MULTI-BAND ANTENNA, CENTRAL ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS			\$5.00
	INTEROPERABLE SDAR ANTENNA			STD
	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS			STD
	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
	STANDARD VEHICLE SPEED SENSOR			STD
	ELECTRONIC 3000 RPM TACHOMETER			STD
	DETROIT CONNECT PLATFORM HARDWARE			STD
	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES			STD
	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			STD
	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
	TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT			\$55.00
	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$90.00
	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$40.00
	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY			\$43.00
	(2) OVERHEAD MOUNTED LANYARD CONTROLS: (1) OFFICER AIR HORN AND (1) DRIVER AIR HORN			N/C



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Description	Weight Front	Weight Rear	Retail Price
NO TRAILER HAND CONTROL BRAKE VALVE			STD
DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY			N/C
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
ALTERNATING FLASHING (WIG WAG) HIGH BEAM HEADLAMPS WITH PARK BRAKE RELEASED AND TEM WIRED INPUT			\$5.00
ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR			\$111.00
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD
NO WRG/SW-OPTL #2,CHAS,AIR			STD

Design

PAINT: FTL-EMERGENCY 1	\$5,950.00
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Color

CAB COLOR A: L0001EY BLACK ELITE EY	N/C
CAB COLOR B: L3761EY FLAME RED ELITE EY	N/C
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT	STD
STANDARD E COAT/UNDERCOATING	STD

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS	STD
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Secondary Factory Options

* SPECIAL NARRATIVE INSTRUCTIONS	N/C
CITY OF TAYLOR MEMBER # 149605 999-999 SPECIAL NARRATIVE INSTRUCTIONS EARLIEST REQ DELIVERY DATE 02/02/2026 999-999 SPECIAL NARRATIVE	

Application Version 12.0.605
 Data Version PRL-30M.015
 Vengeance air truck



11/21/2025 10:47 AM
 Page 18 of 20

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Description	Weight Front	Weight Rear	Retail Price
INSTRUCTIONS EARLIEST REQ DELIVERY DATE 02/02/2026			

Sales Programs	
CY26 MY27 BUSINESS QUOTE SALES PROGRAM	N/C

TOTAL VEHICLE SUMMARY		
Adjusted List Price		
	Adjusted List Price **	\$ 174,475.00

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight+	7867 lbs	3795 lbs	11662 lbs
Total Weight+	7867 lbs	3795 lbs	11662 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE		
Other Factory Charges		
GHG24 SURCHARGE - CUMMINS		\$555.00
SOURCEWELL DEALER CHARGE		\$800.00
5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES NO SAFETY EVENT VIEWER	STD	(\$180.00)
CUMMINS TARIFF CHARGE - \$205		\$205.00
STEEL, ALUMINUM, AND CHINA TARIFF IMPACT FEE 108/114 SD AND M2 106/112		\$1,500.00
MY27 ESCALATOR		\$2,500.00

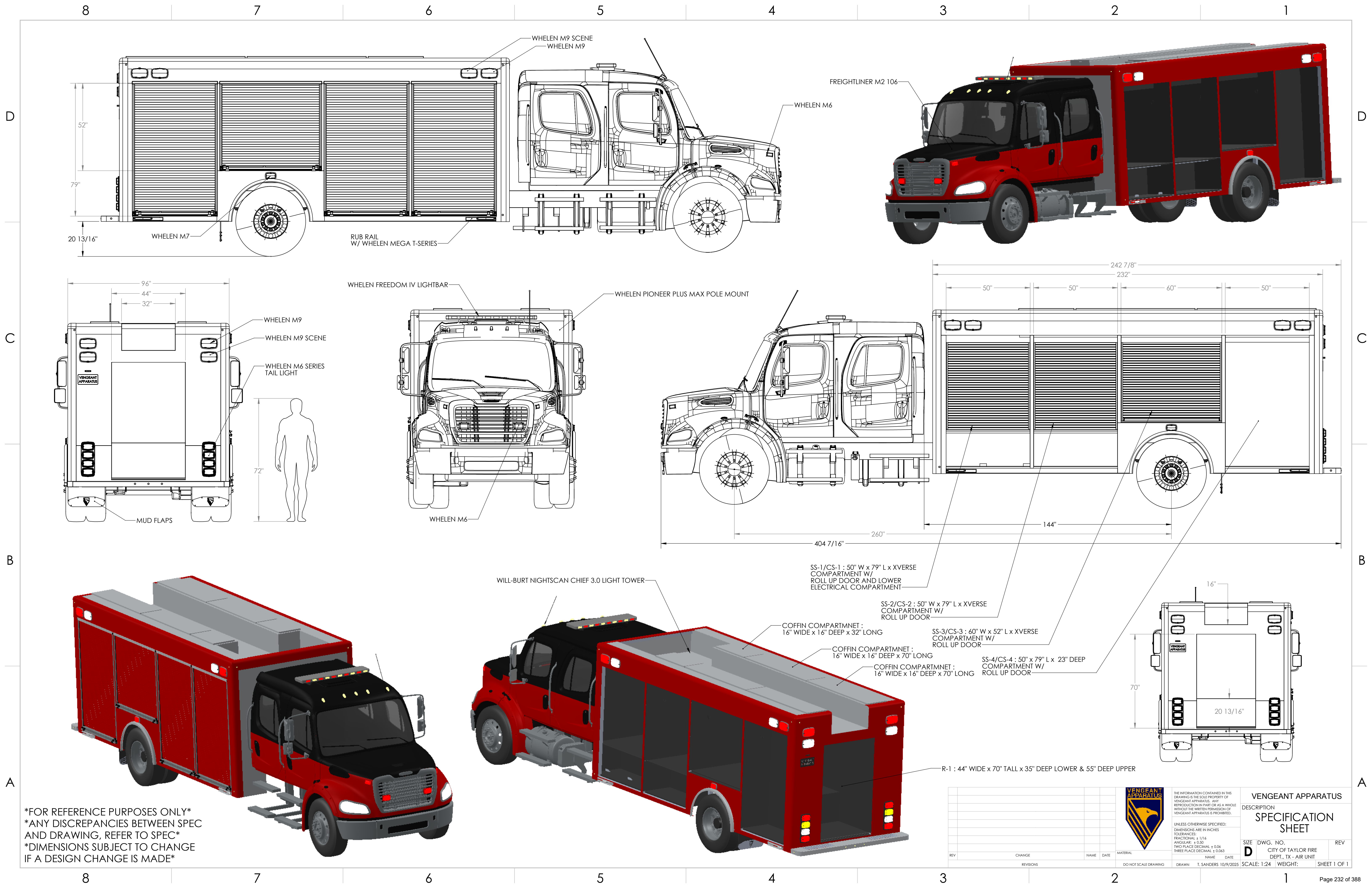
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Other Factory Charges	
STANDARD DESTINATION CHARGE	\$3,375.00

- (+) Weights Shown are estimates only.
If weight is critical, contact Customer Application Engineering.
- (**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.
- (***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.







The following specifications were prepared for the
City of Taylor Fire Dept, TX

Vengeant Apparatus is located at 702 W. Main St, Annville, PA, 17003, and operates under 30,000 square feet of production space including designated areas for Fabrication, Upfitting, Paint, and Graphics.

Vengeant Apparatus is known as a Second Stage Manufacturer (Body Builder). What this means is that Vengeant builds bodies on unfinished commercial chassis (Ford, Chevy, Dodge, International, Freightliner, Mack, Kenworth, etc.). Completed vehicles shall comply with Federal Motor Vehicle Safety Standards (FMSSA).

Vengeant Apparatus is also a member of the
Fire Apparatus Manufacturer's Association (FAMA).

Bid Bonds and Performance Bonds are offered upon request of the purchaser. If required, performance bonds are supplied no longer than 60 days after receiving the signed contract for the vehicle.



1 - Chassis Specification

- Freightliner M2 106 Plus Conventional Chassis, Crew Cab
 - Standard specs:
 - Cummins L9 380EV HP Diesel
 - CA: 132 in.
 - Allison 3000 EVS Automatic Transmission
 - PTO Provision
 - Horizontal exhaust system
 - 5.22 Rear Axle Ratio
 - Driver activated locking rear differential
 - **Red** exterior paint
 - 22½ in. Aluminum wheels, Dura-Bright finish
 - All wheels, air disc brakes
 - 50 gal. fuel tank
 - Rear View Camera with Display Monitor
 - 350-amp Alternator

2 - Apparatus Body

2.1 Apparatus Body Construction Overview

- The body shall be of self-standing rigid cage style construction consisting of the following:
 - 2 in. x 3 in. aluminum 6063 box tube inner frame
 - The exterior/interior walls shall be sheeted with aluminum 5052 alloy
 - Custom engineered aluminum corner extrusions of a 6061 alloy
 - Roof to be sheeted in a aluminum 3003 treadplate
- The body shall consist of nine (9) individual exterior compartments. The body shall be mounted on the before mentioned chassis and shall come with a fifteen (15) year structural warranty.
- The body shall measure approximately 220 in. long x 96 in. wide x 98 in. high.
- Apparatus body is purpose built and designed to meet the unique needs and demands of the emergency services environment.
- The body shall be mounted to the chassis with no chassis building be required or permitted.

2.2 - Roof Construction

- The roof shall be constructed of ¼ in. thick aluminum embossed diamond plate.
- The roof structure shall consist of 2 in. x 3 in. aluminum 6063 box tube that shall span the full width of the compartments.
- The roof structure tubes shall be spaced at a maximum of 12 in. on center.



- The roof tubes shall be welded to the inner structural connector of the radius.
- Inner cage to be welded to the aluminum embossed diamond plate roof and inner structural connector of the extruded radius.
- Aluminum embossed diamond plate roof seams shall be fully welded with no caulking or screws utilized or acceptable.

2.3 - Roof Radius

- The roof cove radius shall be an extruded aluminum 6061 alloy shape with an ultimate strength of 42,000 PSI.
- The shape shall be a 2 in. radius with a built in inner structural connector to form a one (1) piece side and roof structure.
- The radius shall be semi hollow shape for strength, reduced weight and to also allow passage for electrical wires.
- The roof and side sheets shall fit into the roof radius and shall be welded from the inside/outside of the body.

2.4 - Corner Radius

- The corner radius shall be of the same heavy construction as the roof radius. The corner radius shall have a radius of 3 in.
- All corners shall be semi hollow extruded shapes for structural strength and shall give a smooth exterior appearance without bending or forming sheet metal.

2.5 - Rescue Side Structure

- The sides shall be constructed with four (4) corner radii.
- The corner and roof shall be designed to work as a system that has a double gusset connector in each corner joint.
- The roof, corner, and sides shall be welded so as no bolts or rivets are required or permitted.
- Inner structural cage members shall be placed no more than 16 in. on center and welded to the roof rail inner structural connector.
- Side and rear walls of the body, compartments, and door skin shall be aluminum 5052 alloy. Front wall to be aluminum diamond plate.

2.6 - Floor Structure

- The floor structure shall consist of 3 in. x 2 in. aluminum 6063 box tube spaced specifically for each body style as structurally required. Lateral tubing shall extend the full width of the body between compartment boxes.



-
- The floor tubes shall be welded to the side structure channels. The interior floor surface shall be covered with a heavy duty aluminum sheet.

2.7 - Rear Step Construction

- The rear step of the apparatus shall be constructed of aluminum embossed diamond plate (Tread plate) for minimum body maintenance.
- The step surface shall contain a minimum 10 in. wide insert of aluminum grip strut.
- The step shall extend from the module's body with 2 in. x 3 in. x ¼ in. aluminum 6061 box tube for strength and integrity.
- The box tube shall be placed as to form a structural matrix to the chassis and keep the body in a complete modular form.

2.8 - Compartment Construction

- All exterior compartments shall be constructed of heavy duty aluminum sheet.
- All corners shall be welded.
- Each compartment shall be vented with a minimum 4 in. pre-cut vent.
- All compartment floors shall be of the "sweep out" style.
- Compartment skins shall be fully welded in place.
- All interior of compartments shall be coated with Black PPC material for excellent durability.

3 - Body Mounting

- The body structure sills shall be constructed of 2 in. x 3 in. x ¼ in. aluminum box tube and shall run the full length of the body structure.
- The 2 in. x 3 in. x ¼ in. aluminum box tubes shall be welded to every lateral structural member on both sides.
- The chassis and body shall be separated with a 1 in. x 3 in. rubber sill.
- The body shall be capable of being removed from and transferred to a new chassis similarly sized to the old chassis.
- There shall be adequate space left between the cab and body allowing for common flexing.
- The body shall be attached to the chassis using a spring-loaded body mounting system. This system shall be designed to allow independent movement between the body frame and the chassis frame protecting the module from the stresses and twisting rendered by the flexing of the chassis frame. As such, the body frame shall not rest on the chassis frame at any point.
- The body shall be mounted as per the chassis manufacturer's guidelines.



4 - Vehicle, Body Appearance, & Accessories

4.1 - Roll Up Style Compartment Doors - HANSEN INTERNATIONAL, INC.

- Each side exterior compartment shall have a roll up aluminum door.
- The doors shall be constructed and installed within the guidelines of HANSEN INTERNATIONAL, INC.
- Each slat shall interlock to create a flexible joint. At the end of the slats there shall be plastic end shoes for easy sliding of the doors.
- The roll up track shall include a rubber seal.
- Roll up door curtains, trim, and drip rail pieces shall be painted **Red** to match the module.
- Each door shall have a stainless steel drip pan installed.
- Each door shall have White LED Lighting on both sides of the opening to give ample lighting in the compartments.
 - Lights to turn on automatically when the door is opened
- Each door will have an integrated magnetic sensor to detect if a door is open and will activate the "Door Ajar" light on the center console.
- These doors shall be installed on the compartments (SS1/CS1), (SS2/CS2), (SS3/CS3), (SS4), (CS4), and (R1).

4.2 - Fenders & Wheel Wells

- The wheel well shall be provided with full fender liners as to eliminate pockets that might trap and collect road dirt.
- Rear fenders shall be of stainless steel with a polished finish.

4.3 - Running Boards

- OEM running boards shall be removed and a custom set of running boards created by Vengeant Apparatus shall be fabricated to completely encase the chassis sides. The running boards shall be the full length of the cab to eliminate any gaps between door openings. This new running board shall be made out of aluminum diamond plate with aluminum grip strut inserts.

4.4 - Exterior Body Trim

- There shall be provided natural/unfinished aluminum "C" channels, used as a rub rail, installed at the lowest edge of the apparatus body below compartments (SS1-SS2), (SS4), (CS1-CS2) and (CS4).

4.5 - Wheel Chocs

- There shall be two (2) Zico non-folding wheel chocs installed on the bottom edge, one (1) ea. side of (SS2) and (SS4) compartments.



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- This will include a horizontal mounting bracket for storage when not in use

4.6 - Rear Mud Flaps

- There shall be provided a set of heavy duty rear mud flaps with the Vengeant Eagle aluminum weights.
- The flaps shall be made of thick rubber material and shall be as wide as the dual rear wheels.
- The mud flaps shall be securely fastened to the module body using stainless steel fasteners.

4.7 - Class V Trailer Hitch

- There shall be provided a custom Class V trailer hitch with a 2 in. receiver tube which shall be securely fastened to the chassis/body. The receiver shall be custom built to bring it to the end of the body.
- There shall be a combination seven (7)/four (4)-pin trailer plug installed near the rear hitch receiver area

4.8 - Apparatus Body Painting

- The entire cab structure will be painted from the vehicle manufacturer, **Red**, and there shall be a two-tone one custom color paint scheme on chassis, **Black over Red**.
 - Confirmation of colors will be made at the pre-con meeting
 - Any requested paint modifications will not include the following locations:
 - Underside of cab, engine compartment, underside of hood, and hood hinges will remain **factory color**
- The entire module shall be fully ground smooth and sanded to eliminate any visible welded deflections.
- Prior to applying the first coat of primer on the module, all removable hardware items such as doors, handles, hinges, grab rails, lights etc. shall be removed.
- The module shall be two-tone painted to match the cab's **Black over Red**.
 - Confirmation of colors will be made at the pre-con meeting
- The priming and final coat application shall conform to the paint manufacturer's guidelines.
- The cab (if applicable) and the module shall be painted using 2 stage Sikkens Autocoat BT paint.



5 - Compartment Layout

5.1 - Roof Coffin Compartments (RCC1-RCC6)

- Roof Coffin Compartment 1 (RCC1-RCC3)
 - This compartment shall be located above the (SS1-SS4) transverse compartment
 - The area is approximately 176 in. long x 16 in. wide x 16 in deep
 - Three (3) aluminum diamond plate doors shall open inboard to outboard and have gas struts to assist in opening and maintaining the open position
 - Approximate Door Measurements: (RCC1) 20 in. long, (RCC2) & (RCC3) 70 in. long
 - Three (3) Tecniq E45 rigid slim lights mounted in compartment
 - One (1) mounted on the inboard face, evenly spaced in door opening
- Roof Coffin Compartment 2 (RCC4-RCC6)
 - This compartment shall be located above (CS1-CS4) compartments
 - The area is approximately 176 in. long x 16 in. wide x 16 in deep
 - Three (3) aluminum diamond plate doors shall open inboard to outboard and have gas struts to assist in opening and maintaining the open position
 - Approximate Door Measurements: (RCC4) 20 in. long, (RCC5) & (RCC6) 70 in. long
 - Three (3) Tecniq E45 rigid slim lights mounted in compartment
 - One (1) mounted on the inboard face, evenly spaced in door opening
- All the above lighting shall be activated automatically in PARK
- There shall be drain holes installed in case of water intrusion, and shall drain to the ground

5.2 - Transverse Compartment (SS1/CS1)

- This compartment shall start on the driver's side front of the module and shall be approximately 44 in. wide x 79 in. high and extends across the entire module.
- The inside floor shall come out to the edges of the truck for one (1) SlideMasters, AH2-D, aluminum dual direction slide to be installed.
 - The tray shall be made of 3/16 in. aluminum and installed in a manner that will not affect any door operations
 - Slide will have IMS Slide Lock, Closed- $\frac{1}{2}$ - $\frac{3}{4}$ -Open, stops



- It shall have an evenly distributed weight bearing capacity of 1,600 lbs., at a 70% extension

****Notice: Fabrication of any tray wall or associated compartmentation will be billed separately as time and material****

- There shall be a PAC Toolboard, PAC 7040 Double Dual Trac toolboard, that will divide the tray in half and shall be approximately 89 in. wide x 58 in. high
- Compartment (SS1) shall house the following:
 - One (1) 120-VAC 20-amp outlet
 - The outlet(s) shall work off shoreline power and inverter when the vehicle is running
 - Outlet(s) shall be located within the removable panel that is located in the forward, outer corner of the compartment
- Compartment (CS1) shall house the following:
 - One (1) 120-VAC 20-amp outlet
 - The outlet(s) shall work off shoreline power and inverter when the vehicle is running
 - Outlet(s) shall be located within the removable panel that is located in the forward, outer corner of the compartment

5.3 - Streetside Transverse Compartment, Lower (SS1)

- This compartment is located in the area below the front transverse floor.
- The area is approximately 44 in. wide x 14½ in. high x 23 in. deep.
- The compartment will house the following:
 - One (1) Whelen CenCom Core Amplifier and fuse block(s)
 - One (1) Xantrex Freedom XC Pro system
 - One (1) 12-VDC power lead hardwired thru ignition switching
 - One (1) 12-VDC power lead hardwired thru chassis batteries
 - One (1) ground lead hardwired to chassis frame and negative battery terminal

5.4 - Curbside Transverse Compartment, Lower (CS1)

- This compartment is located in the area below the front transverse floor.
 - The area is approximately 44 in. wide x 14½ in. high x 23 in. deep

5.5 - Transverse Compartment (SS2/CS2)

- This compartment shall start on the driver's side front of the module and shall be approximately 44 in. wide x 79 in. high and extends across the entire module.



- The inside floor shall come out to the edges of the truck for a SlideMasters, AH2-D, aluminum dual direction slide to be installed.
 - The tray shall be made of 3/16 in. aluminum and installed in a manner that will not affect any door operations
 - Slide will have IMS Slide Lock, Closed- $\frac{1}{2}$ - $\frac{2}{3}$ -Open, stops
 - It shall have an evenly distributed weight bearing capacity of 1,600 lbs., at a 70% extension

****Notice: Fabrication of any tray wall or associated compartmentation will be billed separately as time and material****

- Two (2) 120-VAC 20-amp outlets
 - The outlet(s) shall work off shoreline power and inverter when the vehicle is running
 - One (1) ea. in compartment (SS2) and (CS2)
 - Location: TBD

5.6 - Streetside Transverse Compartment, Lower (SS2)

- This compartment is located in the area below the front transverse floor and measures approximately 44 in. wide x 14½ in. high x 23 in. deep.

5.7 - Curbside Transverse Compartment, Lower (CS2)

- This compartment is located in the area below the front transverse floor and measures approximately 44 in. wide x 14½ in. high x 23 in. deep.

5.8 - Wheel Well Transverse Compartment 3 (SS3/CS3)

- These compartments shall be located above the wheel well and shall be approximately 60 in. wide x 52 in. high and extends across the entire module.
 - Compartment (SS3/CS3) shall house the following:
 - Two (2) adjustable General Devices Slide and Tilt shelf, one (1) ea. side
 - Max weight capacity: 200 lbs.

5.9 - Rearward Transverse Compartment 4 (SS4/CS4)

- This compartment shall be located between the wheel well and the rear of the apparatus and shall be approximately 50 in. wide x 79 in. high x 23 in. deep (20 in. of the forward portion to be transverse).
 - This transverse portion of the compartment shall contain the four (4) 6,000 PSI ASME Cascade cylinders, stacked
- Compartment (SS4) shall house the following:
 - One (1) 120-VAC 20-amp outlet



- The outlet(s) shall work off shoreline power and inverter when the vehicle is running
- Outlet(s) shall be located within the removable panel that is located in the rear, outer corner of the compartment
- Compartment (CS4) shall house the following:
 - One (1) 120-VAC 20-amp outlet
 - The outlet(s) shall work off shoreline power and inverter when the vehicle is running
 - Outlet(s) shall be located within the removable panel that is located in the rear, outer corner of the compartment

5.10 - Rear Compartment (R1)

- This compartment shall be located on the rear of the apparatus and shall be approximately 44 in. wide x 70 in. high x 35 in. deep.
- One (1) Breathing Air Cascade Dual Filling Station, space saver design, and control panel
 - To be mounted as far forward as allowed by the roll up door trim
- Any available space, will be filled with Zico, PACSR-B plastic Quic-Storage racks, Black
 - Each rack will have one (1) Zico, PACSR-RS, plastic Quic-Storage rack restraint strap
 - Location and Quantity: TBD (est. 10-16 bottle storage)

6 - Compartment Accessories

6.1 - Adjustable Shelves (Optional Add-on)

- IF selected, the provided aluminum adjustable shelves shall be constructed of 3/16 in. aluminum and have a full 2 in. lip surround for durability and strength.
- Shelving mounting hardware shall be aluminum unistrut and locking jam nuts.
- Adjustable shelves will be finished in the same color PPC as the compartments they will occupy.

6.2 - Compartment Floor/Shelf Matting (Optional Add-on)

- IF selected, there shall be Turtle Tile, or equivalent, floor tiles installed in compartments (SS1/CS1), (SS2/CS2), (SS3/CS3), (SS4/CS4), and (R1).
 - Compartment floor
 - Shelves and slide-out tray(s) (if applicable)
- Tiles shall be custom fitted to the individual area and shall assist in protecting the surface of the compartment from damage. It will also allow air



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flow/separation from standing water to the underside of anything laying on the matting.

6.3 - Compartment Lighting

- Compartments (SS1), (SS2), (SS3), (SS4), (CS1), (CS2), (CS3), (CS4), and (R1) shall all have dual track lighting, built into door tracking.

7 - 12-VDC Electrical System

- The electrical systems and associated equipment shall comply with all Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations, and shall also conform to all applicable SAE recommended standards and practices.
- The module body and accessory electrical equipment shall be served by circuits separate and distinct from the chassis circuits.
- All wiring shall be permanently color coded and marked to identify each wire.
- Wiring shall be routed in conduit or loom.
- All looms shall meet the SAE J-1128 GLX temperature rating of 257°F/125°C.
- Wiring shall be located and installed in such a manner that facilitates easy removal and servicing.

8 - Audible Warning Systems

8.1 - Siren & Lighting Control

- There shall be provided and installed a Whelen CenCom Core Amplifier Control module, Whelen CenCom Core Control Head w/slider switch rotary knob siren.
 - Slider positions on light controller
 - Position 1: Rear and four (4) corner modules in lightbar
 - Position 2: Adds front Red warning
 - Position 3: Adds front White warning
 - When transmission is placed into PARK, all lighting should go to a Position 2 style flash pattern
 - Side Scene lights shall activate when adjacent cab door is opened
 - Rear Scene can be activated when transmission is placed in REVERSE

8.2 - Siren Speakers

- There shall be provided two (2) Whelen SA315P, 123dB, 100-watt electronic speakers mounted behind the grille with a siren speaker bracket.
 - There shall be an external amplifier to allow for True Dual Tone sirens



- One (1) Federal Signal “Q” siren, Chrome, shall be recess mounted within the front bumper. The siren shall be activated by one (1) 12-VDC foot switch placed on the floor of the driver’s side.

9 - Module Lighting

9.1 - DOT Lighting

- There shall be provided the proper number of LED style marker lights located on the apparatus body - Tecniq S34 Red and Amber LEDs/Clear lenses, stainless steel trim rings.
 - Center rear markers will be located on the rear bumper
- Stop/Tail/Turn/Back-up lights are mentioned below.
- One (1) License plate light, Chrome, shall be mounted on the rear of the apparatus to illuminate the installed license plate.

9.2 - Visual Warning Systems

- All of the following lighting shall be mounted to the vehicle per manufacturer specifications.
- The lighting shall be positioned to provide adequate coverage on all zones of the vehicle.

9.3 - Roof Mounted Lightbar

- One (1) 60 in. Whelen Freedom IV lightbar DUO, Red/White LEDs/Clear lens (rear of lightbar unpopulated), includes alley lights. Cab mounted with permanent mount brackets.
 - Lightbar shall auto dim in night time conditions
 - White warning shall only flash on slider Position 3 and vehicle’s transmission is in DRIVE
 - White modules in lightbar will be activated for Front Scene and Side Scenes

9.4 - Front of Vehicle

- Four (4) Whelen M6 DUOs, Red/White LED/Clear lens, Chrome flanges.
 - Mounted to the grille of the vehicle in a “Λ” pattern
- White flash to be cut when the slider is in Position 3 and vehicle’s transmission is placed into PARK.

9.5 - Side of Vehicle

- Two (2) Whelen M6 SOLOs, Red LED/Clear lens, Chrome flanges.



-
- The above lighting shall be mounted on the truck chassis, front fenders area
 - Four (4) Whelen M9 SOLOs, Red LED/Clear lens, Chrome flanges.
 - The above lighting shall be mounted on the module's body, upper level, one (1) ea. just after the front edge of the body, and one (1) ea. just before the rear edge of the body, per side
 - Two (2) Whelen M7 DUOs, Red/Amber LED/Clear lens, Chrome flanges.
 - The above lighting shall be mounted on the module's body, lower level, centered directly above the rear axle
 - Amber color to be flashed with the Turn Signal and override Red warning
 - Four (4) Whelen Mega T-Series SOLOs, Red LED/Clear lens, Chrome flanges.
 - The above lighting shall be mounted one (1) ea. per rub rail

9.6 - Rear of Vehicle

- Two (2) Whelen M9 SOLOs, Red LED/Clear lens, Chrome flanges.
 - The above lighting shall be mounted on the rear of the module's body, upper outer edge, one (1) ea. side
- The following warning and DOT lighting shall be mounted in a Whelen 4-head M6 taillight pods, Chrome. Placed one (1) ea. side of the rear of the module's body, lower portion. The lighting shall be placed as follows, top to bottom:
 - Two (2) Whelen M62BTT, Brake/Tail, Red LED/lens
 - Two (2) Whelen M62T, Turn arrow, Amber LED/lens
 - Two (2) Whelen M62BU, Back-Up light, White LED/lens
 - Two (2) Whelen M6RC, SOLO warning light, Red LED/Clear lens

****Where possible, lighting should be placed in a manner that would not be blocked by the rungs of the ladder.****

9.7 - Scene & Underbody Lighting

- Scene Lighting
 - Front of the Apparatus:
 - Front Scene lighting will be provided by the lightbar's White modules and the four (4) M6 DUOs on the grille
 - Two (2) Whelen Pioneer Plus Max, combination flood/8° spot, pole mount, White housing, shall also provide illumination
 - One (1) ea. side, shall be mounted on the forward face of the module
 - Side of the Apparatus:
 - Side Scene shall be provided by four (4) Firetech Guardian Elite Scene lights, Chrome flange



- Two (2) ea. per side shall be surface mounted inward of the M9 SOLOs
 - The lightbar's side White modules shall also provide illumination
- Light Tower, recessed mounted above the (SS1/CS1) transverse compartment, oriented side to side of apparatus
 - One (1) Will-Burt NightScan Chief 3.0, NS3.0-500 WB, 4 x 125 Watt X-200
 - The light tower shall have a reach of 10 ft.
 - 350° rotation
 - Pan/346° tilt functions
 - Wired controller with a 50 ft. coiled cable, mounted in (SS1) Lower compartment area
 - There shall be four (4) Will-Burt X-200 LED heads with 20,000 lumens, each light head
- Rear of the Apparatus:
 - Rear Scene shall be provided by two (2) Firetech Guardian Elite Scene lights, Chrome flange
 - One (1) ea. per side shall be surface mounted below the M9 SOLOs
- Underbody Lighting:
 - Twelve (12) Tecniq E10 White LED underbody lights w/stainless steel brackets
 - Four (4) shall be mounted, one (1) ea. side, inboard of the running board on the chassis
 - Six (6) shall be mounted:
 - One (1) ea. under compartments (SS1), (SS2), (SS4), (CS1), (CS2), and (CS4)
 - Two (2) shall be mounted under the rear bumper area
 - All the above lighting shall be activated automatically in PARK

10 - Reverse Safety Systems

10.1 - Back-Up Alarm

- There shall be provided an automatic back-up alarm that activates when the vehicle's transmission is placed in REVERSE.

10.2 - Back-Up Camera

- Factory back-up camera shall be installed on the rear of the apparatus.
 - Camera screen to come on automatically in REVERSE



11 - Battery Charger/Inverter

- There shall be provided a Xantrex Freedom XC Pro 3000 Inverter/Charger system installed.
 - Selectable 5-100-amps DC
 - 25-amps AC, 50-amps surge (≤5s)
 - This Charger/Inverter will allow for 120-VAC power to be produced while the vehicle is running
- Included in the system shall be a Kussmaul 20-amp Auto Eject shoreline receptacle that shall provide 120-VAC service when active.
 - Auto Eject cover: Yellow
 - Location: **TBD**

12 - Interior Configuration

12.1 - Console

- The console shall be constructed from ¾ in. Birch plywood covered with a heavy duty Black Raptor bed lining coating.
- The console shall extend from the dashboard area to the rear wall area of the cab, two-piece full length.
 - There shall be one (1) vertical custom made Storage Solution, approximately 24 in. height, that shall consist of two (2) cubbies that will be used to store EMS supplies
- All switches shall be lighted and properly identified. Additionally, there shall be one (1) Sync USB extension (if applicable), two (2) USB-C & one (1) USB-A charge ports, one (1) cigarette lighter outlet, one (1) lighting control head, one (1) location for a department provided mobile radio, one (1) magnetic mic clip, and two (2) built-in cup holders.
 - “Door Ajar” light, Tecniq S34 Red marker light, will be affixed on the console to illuminate when activated
 - Red - Steady, compartment door open and transmission in PARK
 - Red - Fast flash, compartment door open and transmission in anything other than PARK
- Customer has requested the following to be added to the center console:
 - One (1) custom made notebook/map slot, with a single divider
- Any additional items to be mounted, shall be reviewed at the pre-con meeting and added to a Change Order.

12.2 - Radio Installation

- There shall be provided ample supply wiring, and antenna coax installation of a department-supplied radio.



- One (1) antenna connection port will be placed on the cab roof with cap
 - Antenna coax shall run to the center console area

13 - Other Vehicle Accessories

- One (1) Setcom intercom system and it shall consist of the following items:
 - One (1) Setcom-LiberatorMax Master Station, 16-Channel
 - Four (4) wireless LiberatorMAX fire headsets
 - Two (2) shall be PTT capable
 - Two (2) shall be intercom capable, ONLY
- One (1) pair of outer rear H.O. Bostrom, fold and hold, non-SCBA seats shall be installed replacing the Ford factory rear bench seat.
- One (1) Zico Swing Out & Down vehicle ladder shall be installed on the Right Rear of the module for roof access.
- The following labeling (where applicable) shall be provided and installed in accordance with NFPA 1900 requirements:
 - One (1) Overhaul height, overall length and GVWR
 - Driver's side sun visor, visible surface
 - One (1) Quantity of: Engine oil, engine coolant, chassis transmission fluid, pump transmission fluids (if applicable), front & rear tire cold pressure, and maximum tire speed rating
 - Driving compartment in an area where viewing is easily accessible
 - One (1) Chassis Occupancy Capacity, **FAMA14**
 - Area visible to the vehicle operator
 - Four (4) Seat Belt Usage, **FAMA07**
 - Area visible to each seat that is intended to occupied while the vehicle is in motion
 - Four (4) Helmet Usage, **FAMA15/43**
 - Area visible to each seat that is intended to occupied while the vehicle is in motion
 - One (1) Secured Items, **FAMA10**
 - Driving compartment in an area where viewing is easily seen
 - Four (4) Climbing Method Instructions, **FAMA23**
 - Four (4), one (1) ea. per cab door entrance

14 - Graphics

14.1 - Standard Graphics Package

- Vengeance's Standard Package will include:



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- Standard lettering with font title or Department provided patch/logo art FILE on front cab door, unit designation number on the A-Pillar or front fender
 - If font name is not provided, it is up to the discretion of the graphics team to find a similar font
 - If no similar font is available, additional cost will be incurred due to needing to recreate the font as close as possible
- Standard reflective stripe on the cab and the sides of module body
- Any alterations to redesign this package will incur further costs.
- **Graphics package to be finalized during pre-con meeting.**

14.2 - Rear Chevron Striping

- There shall be prismatic reflective striping, V98 material in single sheets, on the rear of the apparatus body.
- Exact layout and design of rear reflective chevron striping shall be determined during the pre-con meeting.

15 - Documentation & Inspections

15.1 - Tool Mounting (Time & Material)

- Tool mounting will be billed separately from the invoice of the apparatus. If tool mounting is requested, the locations shall be discussed and terms of this agreement shall be acknowledged at the pre-con meeting. Tool mounting timeline:
 - Customer has up to **15 business days** to add tools to be mounted at the normal rate once the apparatus enters the Up-fit process
 - From **15 business days to 30 business days** in the Up-fit process, Time & Material rates will be doubled
 - From **30 business days to delivery date**, Time & Material rates will be tripled and could have the potential to push delivery date back with no penalty to the manufacture/dealer

If an estimated cost is requested, there shall be an **ESTIMATED** cost given. Any changes to the discussed tool mounting will result in an increased cost to the customer.

Initials: _____

15.2 - OEM Parts

- Any and all OEM parts removed from the chassis during the manufacturing process of the apparatus, will be retained by Vengeant Apparatus.

Initials: _____



15.3 - Pre-Construction Meeting

- There shall be a required pre-con meeting in the selected manner of the department before any construction can begin.
- At least one representative from 911 Rapid Response shall be in attendance.
- At this meeting, parties shall again go over the specifications to ensure that the apparatus is built to meet or exceed all requirements.
- After this meeting the representative of 911 Rapid Response shall present the department a copy of the written work order to be used in production.

15.4 - Detailed, Scaled Drawings

- After the pre-con meeting, there shall be provided a detailed set of scaled computer drawings to be used in the production process.
- ***Drawings and all other visual representations shall be used for reference purposes only. Any discrepancies will revert back to written approved specifications and/or Change Orders.***

15.5 - Pre-Delivery Inspection

- There shall be a pre delivery inspection trip at the 911 Rapid Response facility in Annville, Pennsylvania.
- The inspection trip shall consist of up to four (4) members from the department who shall inspect the apparatus to ensure compliance to all specifications. ***(Airfare and lodging is NOT included in this specific spec)***
- All product provided documents shall be organized and presented to members, including drawings, diagrams and renderings.
- The truck shall be weighed before delivery.

16 - Warranties

• General Outline:

- The warranty and remedies set forth below are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension or addition to this warranty. Any alterations to installed equipment will void all labor and manufacturer warranties. Any alterations to wiring not by an authorized Vengeant Apparatus management or an otherwise directed associate will void any/all warranties. Vengeant Apparatus extends two (2) months for end-customers to advise of work needing to be changed, replaced, missing that did not meet the specifications of the outlined quote. After a two (2) months time frame, Vengeant Apparatus is not



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responsible or liable for these issues. Movement, placement, rewiring, alterations, modifications, or any other after-installation tampering will void warranties unless explicit written consent is obtained by an authorized Vengeant Apparatus Executive.

- **Limited Structure Module Warranty:**

- Subject to the requirements, exclusions, and limitations stated below, the structure of your Vengeant Apparatus is warranted to the original retail purchaser against defects in materials and workmanship by Vengeant LLC or 911 Rapid Response from normal use for a period of fifteen (15) years from the date of purchase. The structure is that portion of the module, which includes the mainframe, consisting of the bottom rails, cross members, side posts and exterior walls, interior walls, roof rails and bows, and the sub-frame.

- **Limited Wiring Warranty:**

- Our wiring routing and quality of its installation related to rubbing or chafing is covered for the LIFE of the original owner. Wiring quality relating to its ohm (Ω) resistance is guaranteed for fifteen (15) years. The wiring should maintain operating voltage over its length. Any alterations to wiring NOT by an authorized Vengeant technician, will VOID any/all warranties relating to the areas it reflects.

- **Paint:**

- Paint is covered for three (3) years from peeling and fading as long as no neglect or improper care occurred.

- **Graphics:**

- Graphics is covered under one (1) year Bumper-to-Bumper warranty which covers the lifting and peeling of applied vinyl graphics to painted surfaces. The separation of vinyl from lamination is also covered.

- **Full Warranty:**

- Commonly known as Bumper-to-Bumper in the automotive industry. The performed work and equipment by Vengeant Apparatus is guaranteed for one (1) year at no cost to the customer. Warranty repair work during this time shall fall within the guidelines within this document.

- **Vehicle Chassis Warranty:**



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-
- Per the manufacturer's warranty policy. Seek manufacture for their warranty terms and conditions.
 - **Exclusions of Items Warranted by Other Manufacturers:**
 - Expressly excluded from the Limited Warranty are any claims related to items that are warranted by their manufacturer. These items include, but are not limited to: lights, audible devices, pre-manufactured roll up doors, rub rails, fenderettes, mounting solutions, storage devices, pump, motors, roll out trays, tires, rims, axles, and axle components including, without implied limitation, tow in/tow out and camber on axle; brake components; springs and suspension components; and any other items purchased and installed by Vengeant Apparatus any claims related to these items must be presented to their manufacturer for adjustment or replacement.
 - **Other Exclusions NOT Covered by this Warranty:**
 - This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the vehicle has been subject to negligence, accident, abuse, misuse, improper loading or has been repaired or altered without the prior written consent of Vengeant Apparatus. Damages caused by failure to provide proper maintenance and repair, failure to care properly for the exterior and interior of the vehicle, scratches, dings and dents and product failure due to miss use per manufacturer guidelines, are not covered by this Limited Warranty.
 - **Prior Written Consent Required for Warranty or Defective Parts:**
 - No reimbursement will be made to any dealer or owner for repairs made without the prior written consent of Vengeant Apparatus. Any defective part(s) must be sent by prepaid freight to Vengeant Apparatus in order to qualify for replacement or reimbursement under this Limited Warranty. In the event, a dealer is required to perform or have performed locally warranty work and shop rate no higher than the Vengeant Apparatus rate will be paid. All work and pricing must be agreed upon prior to any repairs.

17 - NFPA

- This apparatus meets NFPA 1900 classifications within its category.



****BASIC ADDITIONAL OPTIONS LIST****

Additional Options, if selected, will be at additional cost

- Shelf Options:
 - Adjustable shelves, (SS1-SS3) and (CS1-CS3)
- Turtle Tile custom cut into each compartment/adjustable shelf/slide-out tray
- Grab Rail Options:
 - Chrome or Black finish
 - Non-Backlit
 - Rubber inserts
 - With Reflective inserts - Blue, Lime, Red, White, and Yellow
 - Backlit grab rails - White, Red, Blue, Green, or Amber
 - Dual Lit grab rails
 - Backlight LED: White, Red, Blue, Green, or Amber
 - Rearward facing LED: Red or Amber
- Vehicle to Vehicle Sync - synchronized lights and tones on an unlimited number of vehicles within any proximity, "A calm scene is a safe scene"
- Whelen Cloud Platform - GPS tracking, fleet management, HAAS Alerts, GEOfencing capabilities, OTA (Over The Air) updates
 - Service is \$30.00 a month
- Above running board Warning lighting, Whelen Tracer
 - TRIO: Red/White/Amber LEDs
 - DUO: Red/Amber LEDs
- FireTech Sub-Aqua ground lights, White or White/Red LEDs
- Other Options available upon request.

ERIE INSURANCE COMPANY
PERFORMANCE AND PAYMENT BOND

Know All Men by These Presents,

Bond No. Q93-6370280.....

That we, 911 Rapid Response, LLC & Vengeant, LLC
(hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a
corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety),
as Surety, are held and firmly bound unto Stittville Fire District

(hereinafter called the Oblige), in the sum of Two Hundred Fifty-Five Thousand Eight Hundred and 00/100

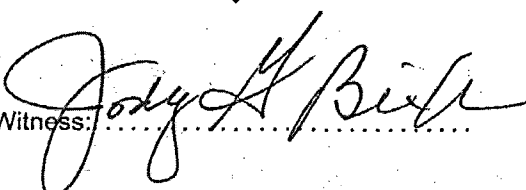
..... Dollars, (\$ 255,800.00),
for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

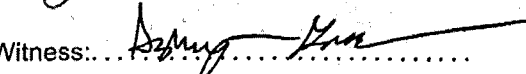
Signed, sealed and dated this 13th of September, 2022.....

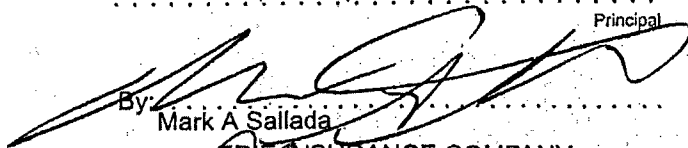
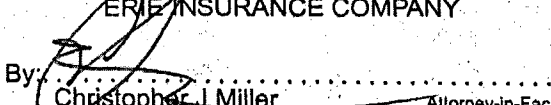
THE CONDITION OF THIS OBLIGATION IS SUCH: That whereas the above named Principal
did on the 13th day of September, 2022..... enter into a contract with the Oblige for
Fabrication of a 2023 Ford F550 Rescue Truck.....

which contract is made a part of this bond, the same as though fully set forth herein.

NOW, THEREFORE, if the above bound Principal shall well and truly keep, do and perform each and
every, all and singular, the matters and things said contract set forth and specified to be by said Principal
kept, done and performed at all times and in the manner in said contract specified and shall pay all lawful
claims of subcontractors, materialmen, laborers, persons, firms, or corporations, for labor performed or
materials furnished, in the performing or completing of said contract, we agreeing and assenting that this
undertaking shall be for the benefit of the Oblige, any subcontractor, materialmen, laborer, person, firm
or corporation having a just claim, subject to the Oblige's priority, then this obligation shall be void;
otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the
liability of the Surety for all and all claims hereunder shall in no event exceed the penal amount of this
obligation as herein stated.

Witness: 

Witness: 

911 Rapid Response, LLC & Vengeant, LLC
Principal
By: 
Mark A. Sallada
ERIE INSURANCE COMPANY
By: 
Christopher J. Miller
Attorney-in-Fact



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint -----

----- Brian R. Miller and Christopher J. Miller -----

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, -----

----- each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). -----

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed:

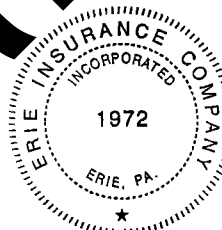
"RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove and such Attorney(s)-in-Fact at any time and revoke the power and authority given to him or her.

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This Limited Power of Attorney is signed and sealed by facsimiles under and in virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereunto affixed on this 13th day of September, 2022.



Timothy G. NeCastro
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA, ss.
COUNTY OF ERIE

On this 13th day of September, 2022, before me personally came Timothy G. NeCastro, known to me, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in said instrument which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

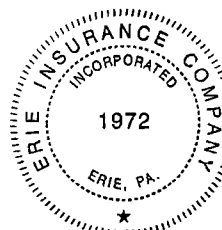


My commission expires June 27, 2020
Notary Public

CERTIFICATE

I, Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



Brian W. Bolash, Secretary

this 13th day of Sept 2022

SF57 9/16

COMPANY USE	CLASS	RISK TYPE	FILE TYPE	CANC DAYS	TYPE OF ATTACHMENT		RATE	MINIMUM PREMIUM	PREMIUM
					☐ NO RENEWAL ☐ CONTINUOUS	☐ CONT. CERT. ☐ NEW BOND			



CONSTRUCTION CONTRACT BOND
REQUEST FORM

☐ BID*

BID BOND %

OR BID AMOUNT \$

TOTAL ESTIMATED AMOUNT OF BID \$

*ATTACH ADVERTISEMENT OR INSTRUCTIONS TO BIDDERS.

DATE BID TO BE OPENED

WHERE

☐ OBLIGEE FORM (Please attach copy)
☐ SURETY FORM (Acceptable)
☐ OTHER (AIA or FEDERAL)

☒ PERFORMANCE BOND**

AMOUNT \$ 255,800.00

☐ PAYMENT BOND**

AMOUNT \$

☐ BOTH**

AMOUNT OF THE CONTRACT \$255,800.00

**ATTACH A COPY OF THE (SUB)CONTRACT OR NOTICE TO PROCEED OR NOTICE OF AWARD AND BOND FORMS.

AGENT'S NO. AA4669

AGENT'S NAME Miller Insurance Protection Team

PHONE NUMBER 717-865-4127

NAME OF CONTRACTOR (APPLICANT FOR THE BOND)

911 Rapid Response, LLC & Vengeant, LLC

ADDRESS

700 W Main St

CITY Annville

STATE PA

ZIP CODE 17003

HAS THIS CONTRACTOR PREVIOUSLY BEEN PREQUALIFIED w/ERIE FOR CONSTRUCTION CONTRACT BONDS?

☒ YES ☐ NO

OBLIGEE NAME: (requiring the bond from the applicant)

Stittville Fire District

ADDRESS

9069 Main St

CITY Stittville

STATE NY

ZIP CODE 13469

TITLE OF PROJECT AND SCOPE OF WORK TO BE PERFORMED (project description, location* and project number)

*Note: The location where the work is to be completed MUST be in ERIE-licensed territory.

Fabrication of a 2023 Ford F550 Rescue Truck

ESTIMATED CONTRACT START DATE

April 2023

CONTRACT DURATION (time allowed for completion)

December 2023 (Likely Sooner)

WARRANTY/MAINTENANCE PERIOD

N/A

IS A SEPARATE BOND REQUIRED?

☐ YES ☒ NO

LIQUIDATED DAMAGES OR PENALTY FOR LATE COMPLETION

\$ N/A PER

MULTI-YEAR CONTRACT DOES THE CONTRACT INCLUDE A PROVISION ALLOWING THE BOND TO RENEW ANNUALLY?

☐ YES ☐ NO

IF "YES," OPTIONAL TERM FROM

TO

PAYMENTS: WHEN MADE

PERCENT RETAINED ALL CASH?

% ☐ YES ☐ NO

IF NOT ALL CASH, EXPLAIN:

ARE CONTRACTORS PAYMENT ASSIGNED? ☐ YES ☐ NO

COST BREAKDOWN

Materials: \$

Major Equipment: \$

Labor: \$

Subcontractor Costs: \$

Profit: \$

TOTAL: \$ 0.00

BID RESULTS (If applicable, include name of contractor and bid amount.)

☐ Public Works (Public Works Projects; It is MANDATORY to Include Bid Results. Bid Spread is Greater Than 10% — STOP! Contact H.O. Surety Services Unit for Instructions BEFORE Issuing Final Bonds.)

☐ Subcontractor/Private

1st Bidder: \$

2nd Bidder: \$

3rd Bidder: \$

ENGINEER'S ESTIMATE: \$

CONTRACT WORK IN PROGRESS	INCLUDE ALL CONTRACTS — BONDED AND UNBONDED			PAYMENTS RECEIVED	% COMPLETED	EXPECTED COMPLETION DATE	NAME OF OWNER
	CONTRACT PRICE	KIND OF CONSTRUCTION	LOCATION OF WORK				
(a)	382,000	Outfit	Annaville, PA	\$382,000	100		Hale
(b)	195,000	Mfg	Annaville, PA	\$195,000	100		Jesson Twp
(c)	200,000	Mfg	Annaville, PA	\$200,000	100		Todd Twp
(d)	328,000	Mfg	Annaville, PA	\$328,000	100		Monroe Joint Fire District
(e)				\$			

OTHER
Have you applied to any other company for this bond? ☐ Yes ☒ No Were you declined? ☐ Yes ☒ No If declined, give name and address of company and reason
Does this applicant have other insurance with "ERIE"? ☒ Yes ☐ No If "Yes," under what name? Same Policy Number(s) Q08-0880129; Q44-0850578; Q917070283

AGREEMENT OF APPLICANT

Each of the undersigned hereby warrants that the foregoing statements, made to induce the Erie Insurance Company (hereinafter called the Company) to execute or procure the bond herein applied for, are true, and should the Company execute or procure said bond, (the term bond wherever used in this agreement, unless the context otherwise requires, shall include all bonds herein applied for and every continuation, renewal, extension, substitute, successor or new bond), hereby agrees as follows:

FIRST, to pay to the Company an initial premium of \$3,058.00 for the bond, which initial premium is based on the rates of the Company in force as of the effective date of the bond, and will thereafter pay any renewal premiums which may become due in accordance with such rates until written evidence satisfactory to the Company of its discharge from liability by reason of having executed or procured said bond shall be furnished to the Company at its Home Office in City of Erie, Pa., it being understood and agreed that should the amount of the contract upon which the aforesaid initial premium is based be increased or decreased the undersigned will pay the Company an additional premium calculated on the amount of such increase, or the Company will make a refund calculated on the amount of such decrease, at such rates of the Company applicable to such increase or decrease;

SECOND, to indemnify the Company against all loss, damages, claims, suits, costs and expenses whatever, including court costs and counsel fees, law or injury, or liability therefor, which the Company may sustain or incur by reason of: executing or procuring said bond, or procuring its release or evidence thereof from same, or investigating, defending, prosecuting or settling any claim, suit or other proceeding which may be brought or threatened by or against any of the undersigned or the Company in or alleged in connection with said bond or any collateral security hereunder or any of the agreements herein contained; and to place the Company in funds before it shall be required to make any payment;

THIRD, to assign and transfer and does hereby assign and transfer to the Company, as collateral, to secure the obligations herein of the undersigned and all other indebtedness or liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, all the right, title and interest of the undersigned and to: (a) every contract covered by said bond (the term contract wherever used in this agreement shall include every change, addition, substitution, successor or new contract) including all retained percentages, deferred payments, earned moneys and all funds and properties whatever that may be due or become due under said contract or that may be due, become due, awarded or earned in connection with or under circumstances growing out of said contract or work done thereunder; and every subcontract let or that may be let in connection therewith, and every claim which the undersigned may now or acquire against any person furnishing or agreeing to furnish labor, materials, supplies, machinery, tools or equipment in connection with said contract or any subcontract, and every claim accruing against such subcontract or claim; and (b) all machinery, equipment, plant, tools, supplies and materials which are now or may hereafter be about or upon the site of the work contemplated by said contract including supplies and materials now or hereafter purchased for or chargeable to said contract which may be in process of construction, or in storage, or where, or in transportation to said site; such assignment to be effective as of the date of said contract but only in event of (1) any breach of any of the agreements herein contained, or of said contract, bond, or any other bond (heretofore or hereafter) executed or procured by the Company on behalf of the undersigned, or (2) any assignment by any of the undersigned for the benefit of creditors, or the appointment, or any application for the appointment, of a receiver or trustee for any of the undersigned, whether insolvent or not, or (3) any proceeding or the exercise of any right which deprives any of the undersigned of the use of the machinery, equipment, plant, tools, supplies or materials herein referred to;

FOURTH, that the Company shall, at its option and in its sole discretion, have the right to take possession of all or any part of the work of the said contract, whenever, in its sole discretion, such action is desirable or necessary, and at the expense of the undersigned and each of them to complete, or cause the completion of, any such work, or re-let, or consent to re-letting or completion of, such contract;

FIFTH, that liability hereunder shall extend to and include all amounts paid by the Company in good faith under the belief that it was or might be liable therefor or that such payments were necessary or advisable to protect any of its rights hereunder or to avoid any liability or alleged liability, and the vouchers or other evidence of such payments or an itemized statement thereof sworn to by an officer of the Company shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company in regard thereto;

SIXTH, to waive and does hereby waive all rights to claim any property, including homestead, as exempt from levy, execution, attachment, sale or other legal processes under any law now or hereafter in force;

SEVENTH, that the Company shall have the right to decline to execute or procure said bond or bonds or any of them (including the right, if it shall execute or procure a bid or proposal bond, to decline to execute or procure any or all bonds herein applied for or the final bond or bonds required to be furnished by the undersigned) without incurring any liability whatever to the undersigned by reason of such declination;

EIGHTH, that authority is hereby granted to any bank, financial institution, individual, firm or corporation to disclose and furnish to Erie Insurance Company, any information which they have obtained or may at any time obtain through their own business transactions concerning the undersigned's affairs, financial standing, credit or manner of meeting obligations and the undersigned hereby expressly releases Erie Insurance Company and each and all of the said banks, financial institutions, individuals, firms, or corporations from any and all claims, demands, damages or causes of action arising by reason of the furnishing or disclosing of such information whether the same be true or not;

NINTH, that the Company may fill up any blanks left, or correct any errors in filling up any blanks, herein or in the said foregoing statements, and such insertions or corrections shall be prima facie correct;

TENTH, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;

ELEVENTH, that nothing herein contained shall be considered or construed to waive, abridge, defer or diminish any right or remedy which the Company might have if this instrument were not executed, and the rights hereunder shall be deemed to be cumulative with, and in addition to, all other rights of the Company, however derived;

TWELFTH, that the undersigned shall not be relieved of liability hereunder by the Company's consenting to any change, addition, substitution, continuation, renewal, extension, successor or new obligation in connection with said bond or any contract covered thereby, notice of the Company's consenting thereto being hereby waived;

THIRTEENTH, that these arrangements shall bind the undersigned and the heirs, personal representatives, successors and assigns thereof, jointly and severally, and shall inure to the benefit of any co-surety or reinsurer of the Company on said bond, and shall be liberally construed in favor of the Company.

DC APPLICANT(S) PLEASE READ	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
MD APPLICANT(S) PLEASE READ	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
OH APPLICANT(S) PLEASE READ	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
PA APPLICANT(S) PLEASE READ	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
TN & VA APPLICANT(S) PLEASE READ	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
OTHER APPLICANT(S) PLEASE READ	Any person who knowingly files an application containing any false, incomplete or misleading information, may be subject to criminal and/or civil penalties.

IN WITNESS WHEREOF, the Undersigned and each of them have hereunto set their hands and affix their several seals to this written instrument, consisting of and including an Application for a certain Bond, a Premium and an Indemnity Agreement, this <u>13th</u> day of <u>September</u> , year <u>2022</u>	
INDEMNITY	Witness as to Applicant Sign Here by: <u>Christopher J Miller</u> Name
	Sign Here by: Name
	Sign Here by: Name
	(Affix Corporate Seal Here)
	Attest Name Secretary
INDIVIDUAL Sign Here by: <u>Mark A Sallada</u> Name CO-PARTNERSHIP (Name of Firm) Sign Here Member of Firm by: Name CORPORATE (Name of Corporation) <u>91 Rapid Response, LLC & Vengeant, LLC</u> Sign Here President Mark Sallada Name	
(Provide the information below for all owners. Use additional sheet if necessary.)	
INDEMNITORS	Name Address City/State/Zip SS# DOB % of Business Ownership Spouse Name SS# Personal Net Worth Sign Here Witness Sign Here
	Name Address City/State/Zip SS# DOB % of Business Ownership Spouse Name SS# Personal Net Worth Sign Here Witness Sign Here
	Name Address City/State/Zip SS# DOB % of Business Ownership Spouse Name SS# Personal Net Worth Sign Here Witness Sign Here
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	Name Address City/State/Zip SS# DOB % of Business Ownership Spouse Name SS# Personal Net Worth Sign Here Witness Sign Here

ACKNOWLEDGMENTS OF EXECUTION

IF APPLICATION IS NOT SIGNED IN PRESENCE OF AUTHORIZED AGENT, SIGNATURES MUST BE NOTARIZED.

INDIVIDUAL &
INDEMNITOR

State of
County of } SS:

On thisday of,year, before me
personally came, to me known and known to me
to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

My commission expiresNotary Public

CORPORATION

State of Pennsylvania.....
County of Lebanon..... } SS:

On this 13th day of September....., 2022, before me
personally came Mark A. Sallada..... to me known who being
by me duly sworn, did depose and say; that he resides in Annville, PA..... that he is
the President of 911.Rapid.Response.LLC & Vengeant, LLC..... corporation described in and
which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such cor-
porate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

My commission expiresJody G. Bixler.....9-17-2022.....Notary Public

Commonwealth of Pennsylvania - Notary Seal
Jody G. Bixler, Notary Public
Lebanon County
My commission expires September 17, 2022
Commission number 65764
Member, Pennsylvania Association of Notaries

Example

Replacement Cascade/Rescue Truck

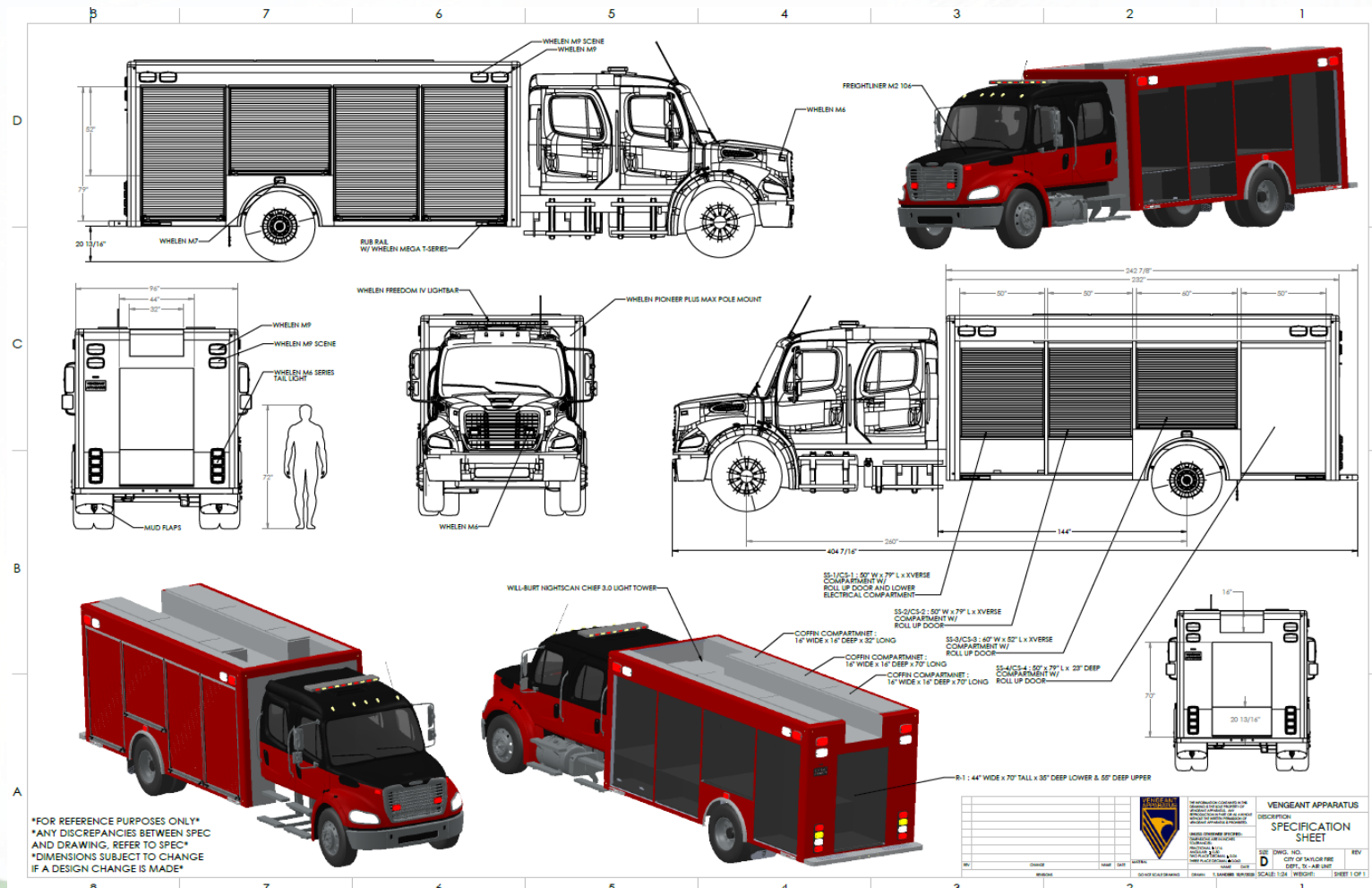
Daniel Baum, Fire Chief

December 11, 2025

Background & Staff Analysis

- The Taylor Fire Department proposes to replace a 1996 Freightliner cascade/rescue truck as part of the City's fleet replacement plan.
- This vehicle will be over 30 years old at the time of replacement, which is well beyond its expected service life.
- This vehicle contains a breathing air filling station for refilling SCBA cylinders at incident scenes, high-powered scene lighting, and specialized rescue equipment.

Vehicle Drawing



Recommendation

- Staff recommends the purchase of the replacement vehicle from Lubbock Truck Sales, Inc. for \$682,188.00 through Sourcewell contract #032824-DAI.
- Lubbock Truck Sales is the Sourcewell contracted Freightliner dealer. Vengeant Fire Apparatus will fabricate the vehicle body.
- Funds available and approved in the FY25-26 budget in the Fleet Replacement Fund.
- Chassis cost and 30% of vehicle body cost due upon order. Remainder will be paid upon delivery. A performance bond will be secured at the time of order and is included in the total cost.



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 8.

Agenda Title: Consider approval of an amendment to the previously approved Easement and Right-of-Way Agreement with Oncor Electric Delivery Company LLC and authorize the Mayor to execute the amended agreement.

Council Action to be Taken: Approve on consent.

Department Submitted: City Management

Staff Contact: Jim Gray, Director of Public Works

1. PURPOSE / DESCRIPTION

Approve easement in order to relocate the existing poles and further upsized poles from the center of the cemetery.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Oncor currently maintains electric transmission facilities that run through the City Cemetery. Under the proposed amended agreement, Oncor will relocate the facilities to a new easement along the outer edge of the cemetery property. In accordance with this amendment, the revised easement area will shift outside of the existing fenced area of the City Cemetery. This change will be less obtrusive to the City Cemetery. The existing poles and lines within the cemetery will be removed and abandoned. The relocation will improve the aesthetics and use of the cemetery property while preserving the City's interests and providing for continued electrical service.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Utility poles removed from center of cemetery and larger poles will not be located in center of the cemetery.	Poles will be on the perimeter of the city.

4. RECOMMENDATION

Staff recommends approval of the attached amended Easement and Right-of-Way Agreement and authorization for the Mayor to execute the document on behalf of the City.

5. FUNDING SOURCE

No cost to the city.

6. TIMELINE

n/a

7. OTHER OPTIONS

n/a

8. ATTACHMENTS

1. Easement Amendment Agreement 11.12.25
2. Taylor Cemetery Easement Exhibit (rev 10-21-25)

Original Line Name: Waco – Temple – Taylor 60 kV Line
Line Name: Temple Switch - Taylor Switch 69 kV Line
: Rebuild from Str. 74/13 to Taylor Switch
ENG WA #: OPT50123
Str #'s: near 79/19, 79/20, 79/21, 79/22, 79/23
80/1, 80/2, 80/3, 80/4, 80/5
E- _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Easement Amendment Agreement

WHEREAS, by virtue of that certain Easement and Right of Way dated August 28, 2025, recorded as document number 2025070224 of the Real Property Records of Williamson County, Texas, the City of Taylor, Texas ("Grantor") granted an easement to Oncor Electric Delivery Company LLC ("Grantee"), as more particularly described therein (the "Easement");

WHEREAS, Grantor requested Grantee shift the easement area to the east to avoid an oak tree, and Grantee agreed to do so;

WHEREAS, Grantor and Grantee wish to amend the Easement to reflect the relocated location of the easement area and to remove language within the Easement regarding a gate to be installed in the eastern fence line, which is no longer be needed;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree to the following:

1. The Easement is hereby amended to delete Exhibits A and B from the Easement in its entirety and to replace it with Exhibits A and B attached hereto this Easement Amendment Agreement, which shall now be the easement area for the Easement.
2. The Easement is hereby amended to delete the following language used in the Easement:

"Grantee agrees that it will not use any portion of the Cemetery Property for access to the easement and right-of-way except as reasonably necessary to get from the roads to the gates constructed in the easement and right-of-way, including traversing the Cemetery Property from E. 4th Street to the access gate to be constructed within the existing eastern fence line and traversing the Cemetery Property from the north to the access gate to be constructed within the northern fence line. Grantor agrees that Grantee will be allowed to install two sixteen-foot gates in each of the eastern fence line and in the northern fence line, which will create a thirty-two-foot-wide opening at each location and allow Grantee access into the easement and right-of-way."

Original Line Name: Waco – Temple – Taylor 60 kV Line
Line Name: Temple Switch - Taylor Switch 69 kV Line
: Rebuild from Str. 74/13 to Taylor Switch
ENG WA #: OPT50123
Str #'s: near 79/19, 79/20, 79/21, 79/22, 79/23
80/1, 80/2, 80/3, 80/4, 80/5
E- _____

and replace it with the following:

“Grantee agrees that it will not use any portion of the Cemetery Property for access to the easement and right-of-way except as reasonably necessary to get from E. 4th Street to the easement and right-of-way or traversing the Cemetery Property from the north to the easement and right-of-way. Grantor agrees that Grantee will be allowed to install two sixteen-foot gates in the northern fence line, which will create a thirty-two-foot-wide opening and allow Grantee access into the easement and right-of-way.”

3. As herein modified and amended, the Easement is hereby ratified, adopted and confirmed, and all other rights granted in the Easement which are not in conflict with the terms of this Easement Amendment Agreement shall remain in full force and effect.

(THIS SPACE INTENTIONALLY LEFT BLANK)

Original Line Name: Waco – Temple – Taylor 60 kV Line
Line Name: Temple Switch - Taylor Switch 69 kV Line
: Rebuild from Str. 74/13 to Taylor Switch
ENG WA #: OPT50123
Str #'s: near 79/19, 79/20, 79/21, 79/22, 79/23
80/1, 80/2, 80/3, 80/4, 80/5
E- _____

Executed the _____ day of _____, 2025.

Grantor:
City of Taylor, Texas:

(Signature)

(Printed Name)

(Title)

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____ as the _____ of **City of Taylor, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 20____.

Notary Public in and for the State of Texas

Original Line Name: Waco – Temple – Taylor 60 kV Line
Line Name: Temple Switch - Taylor Switch 69 kV Line
: Rebuild from Str. 74/13 to Taylor Switch
ENG WA #: OPT50123
Str #'s: near 79/19, 79/20, 79/21, 79/22, 79/23
80/1, 80/2, 80/3, 80/4, 80/5
E- _____

Grantee:
Oncor Electric Delivery Company LLC

Signature:

Name/Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Attorney-In-Fact of Oncor Electric Delivery Company LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 20____.

Notary Public in and for the State of Texas

After execution, return to:
Oncor Electric Delivery Company LLC
Transmission ROW Services (1311)
Attn: Laura DeLaPaz
777 Main Street, Suite 707
Fort Worth, Texas 76102



P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
WWW.SHERWOODSURVEYING.COM
TBPELS FIRM #10044200

23ONCOR035
CITY OF TAYLOR

DATE 01/16/2025
REVISED 10/21/2025

EXHIBIT "A"
TRANSMISSION EASEMENT

BEING A 5.129 ACRE TRACT OF LAND LOCATED IN THE P. COURSEY SURVEY, ABSTRACT 131, CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE FOLLOWING TRACTS: CITY OF TAYLOR CITY CEMETERY TRACT, THAT CERTAIN 12.75 ACRES CONVEYED TO THE CITY OF TAYLOR OF RECORD IN DOCUMENT NO. 2011025524 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND THAT CERTAIN 41.46 ACRE TRACT CONVEYED TO THE CITY OF TAYLOR OF RECORD IN VOLUME 2343, PAGE 434 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.129 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A FOUND 1 INCH IRON ROD (GRID COORDINATES N: 10186132.39, E: 3219135.33) AT THE SOUTHEASTERLY CORNER OF THE TERMINUS OF AN UNRECORDED INGRESS-EGRESS FOR THE CITY OF TAYLOR, BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN TRACT CONVEYED TO GUADALUPE AND ROSALBA GONZALEZ OF RECORD IN DOCUMENT NO. 2023047876 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, ALONG THE NORTHERLY LINE OF SAID CITY OF TAYLOR CITY CEMETERY AND SAID 12.75 ACRE TRACT, THE FOLLOWING COURSES:

N 68° 37' 07" E, A DISTANCE OF 293.60 FEET TO A FOUND ½ INCH IRON ROD MARKING THE NORTHWESTERLY CORNER OF SAID 12.75 ACRE TRACT;

N 68° 33' 56" E, A DISTANCE OF 518.68 FEET TO THE NORTHEASTERLY CORNER HEREOF;

THENCE, S 21° 29' 31" E, INTO AND ACROSS SAID 12.75 ACRE TRACT AND SAID 41.46 ACRE TRACT, A DISTANCE OF 2104.47 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 79 (E. 4TH STREET) (R.O.W. VARIES), FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, ALONG THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 79 (E. 4TH STREET), THE FOLLOWING COURSES:

S 68° 32' 01" W, A DISTANCE OF 67.40 FEET TO THE SOUTHWESTERLY CORNER OF SAID 41.46 ACRE TRACT FOR AN ANGLE POINT;



S 68° 18' 01" W, A DISTANCE OF 742.73 FEET TO A FOUND CONCRETE MONUMENT IN THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 79 (E. 4TH STREET) (R.O.W. VARIES), FOR AN ANGLE POINT HEREOF;

S 67° 49' 26" W, A DISTANCE OF 56.59 FEET TO THE SOUTHWESTERLY CORNER HEREOF, FROM WHICH A FOUND CONCRETE MONUMENT BEARS S 67° 49' 26" W, A DISTANCE OF 86.72 FEET;

THENCE, LEAVING THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 79 (E. 4TH STREET), INTO AND ACROSS SAID CITY OF TAYLOR CITY CEMETERY, AND SAID 12.75 ACRE TRACT, THE FOLLOWING COURSES:

N 22° 10' 34" W, A DISTANCE OF 10.47 FEET TO AN ANGLE POINT;

N 68° 18' 01" E, A DISTANCE OF 335.09 FEET TO AN INTERIOR ELL CORNER HEREOF;

N 21° 47' 42" W, A DISTANCE OF 15.00 FEET TO AN EXTERIOR ELL CORNER HEREOF;

N 68° 18' 01" E, A DISTANCE OF 461.82 FEET TO AN INTERIOR ELL CORNER HEREOF;

N 21° 29' 31" W, A DISTANCE OF 2001.51 FEET TO AN INTERIOR ELL CORNER HEREOF;

S 68° 32' 22" W, A DISTANCE OF 781.95 FEET TO AN ANGLE POINT, FROM WHICH A FOUND ½ INCH IRON ROD MARKING THE SOUTHWESTERLY CORNER OF SAID 12.75 ACRE TRACT BEARS S 52° 39' 51" E, A DISTANCE OF 643.85 FEET;

N 21° 23' 10" W, A DISTANCE OF 78.67 FEET TO THE NORTHWESTERLY CORNER HEREOF;

N 68° 37' 07" E, A DISTANCE OF 39.53 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 5.129 ACRES OF LAND, MORE OR LESS.



I, MELISSA T. HINTON, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A
SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD
83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.



Melissa T. Hinton

10-21-2025

MELISSA T. HINTON

DATE

R.P.L.S. #6521 STATE OF TEXAS



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 9.

Agenda Title: Hold a public hearing and introduce Ordinance 2026-01, a Special Use Permit for the operation of a Home Based business for a pediatric therapy practice (Land Development Code Section 5.9.3.7 (6)) on property generally located at 2105 Davis Street, legally described as Bel-Air Addition, Block 8, Lot 3, Lot 2 Northern Part and Southern parts of Lots 4 and 5, 0.35 acres of land, more particularly described by Williamson Central Appraisal District Parcel R014369, Taylor, Williamson County, Texas.

Council Action to be Taken: Hold a public hearing and consider the request for SUP

Department Submitted: Development Services Department

Staff Contact: Carly Kehoe Pearson, Assistant City Manager

1. PURPOSE / DESCRIPTION

The applicant is requesting a Special Use Permit to provide pediatric speech and occupational therapy services as a Home Occupation with an additional part-time employee. The applicant has stated that appointments will be between 10 AM and 7 PM, when adjacent property owners are unlikely to be home. The applicant is seeking to have one to three 30-minute appointments per day for the first 12 to 18 months. There will be no walk-ins as the business operates by appointment only.

The Place Type zoning for the subject property is P3 Neighborhood, which allows Home Occupations by right if the Home Occupation is conducted only by the permanent residences of the home (LDC Section 5.9.3.7 (1)). As the applicant will employ a part-time therapist who does not use the home as their primary residence, a SUP would be required to permit the use of the home as a Home Occupation (LDC Section 5.9.3.7 (6)).

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 Home Occupation (home business) that provides pediatric speech and occupational therapy services with an additional part time employee.

The request meets the intent of the future land use by providing a lower impact service within the neighborhood. The proposed use does request the ability to have an additional part-time employee on site who will provide services. This does conflict with the typical standards of a Home Occupation as it is typically a concern that an applicant would use the home as a leased space.

The applicant has stated that they manage administrative tasks such as managing appointment times, payments, advertisements, and act as a social worker for the home business. The applicant has indicated that they take an active role in the business and are not simply leasing a portion of the property as office space.

Currently, the applicant has communicated that they intend to provide up to three 30-minute appointments per day for the next 12 to 18 months. There is a maximum possible amount of eight 30-minute appointments per day (4 hours per day) but the applicant states it is unlikely due to the demographics of the city. As currently proposed, their business hours are from 10 AM to 7 PM (9 hours).

The applicant does host group workshops/training, but that will be held at a separate rented location if there is more than one person to keep traffic at 2105 Davis Street low. The additional traffic that would accompany the one to three appointments can be accommodated by the existing off-street parking space (driveway) as well as room for multiple on-street parking spaces (against the curb).

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

On November 12, 2025, the Planning and Zoning Commission voted (5-0) to recommend postponing the case until the December P&Z Meeting. Nora Roy recused herself from the dias due to a conflict of interest.

Staff has recommended the following conditions:

1. There shall be no more than one employee who does not use the home as a primary residence.
2. The business shall not operate outside of the hours of 10 AM to 7 PM Monday through Friday.

5. FUNDING SOURCE

N/A

6. TIMELINE

P&Z Commission Public Hearing: November 12, 2025

City Council Public Hearing: December 11, 2025

City Council Action: January 8, 2026

7. OTHER OPTIONS

1. Proceed with consideration without a recommendation for approval or disapproval from P&Z
2. Postpone until after a recommendation for approval or disapproval is made by P&Z

8. ATTACHMENTS

1. PZ-2025-2584_2105 Davis St_Staff Report
2. _06a_PZ 2025-2584 Letter of Intent
3. _06b_PZ 2025-2584 Location Map
4. _06c_PZ 2025-2584 Current Zoning
5. _06d_PZ 2025-2584 Notification Map
6. PZ-2025-2584_2105 Davis St SUP_Ordinance
7. _06e EXHIBIT A_PZ 2025-2584 Metes and Bounds description
8. _06e EXHIBIT B_PZ 2025-2584 Proposed Zoning
9. PZ-2025-2584 PPT

City of Taylor
PZ-2025-2584
Special Use Permit
Staff Report

Item Details

Request:	A request to obtain a Special Use Permit for a Home Occupation (Home Business) at 2105 Davis Street.
Legal Description:	Approximately 0.35 acres of land, generally located at 2105 Davis Street, Bel-Air Addition, Block 8, Lot 3, and northern part of Lot 2, and parts of Lots 4 and 5
Applicant/ Property Owner(s):	Felicia Graves/ Joshua and Felicia Graves
Responsible Staff:	Preston Gunn
Staff Recommendation:	Approval, with conditions placed on the quantity of employees and operating hours.

Overview of Applicant's Request & Background

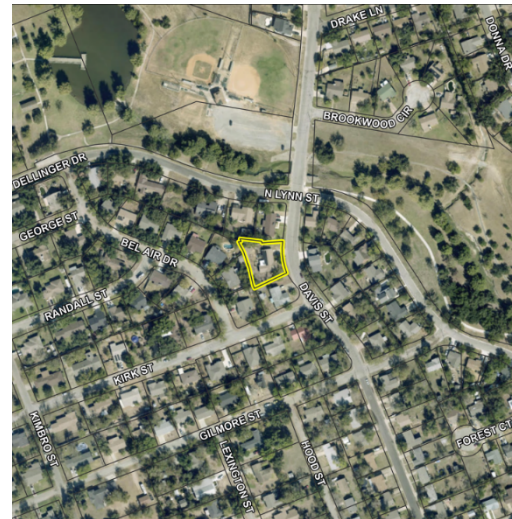
The applicant is requesting a Special Use Permit to provide pediatric speech and occupational therapy services as a Home Occupation with an additional part-time employee.

The applicant has stated that appointments will be between 10 AM and 7 PM, when adjacent property owners are unlikely to be home. The applicant is seeking to have one to three 30-minute appointments per day for the first 12 to 18 months. There will be no walk-ins as the business operates by appointment only.

The Place Type zoning for the subject property is P3 Neighborhood, which allows Home Occupations by right if the Home Occupation is conducted only by the permanent residences of the home (LDC Section 5.9.3.7 (1)). As the applicant will employ a part-time therapist who does not use the home as their primary residence, a SUP would be required to permit the use of the home as a Home Occupation (LDC Section 5.9.3.7 (6)).

Location:

The subject property is located mid-block on the west side of Davis Street and south of the intersection of North Lynn Street and Davis Street. It is surrounded by single family residential on all sides. The property is a short walk south of the Baseball and Softball Fields in Bull Branch Park.



Physical and Natural Features:

The subject property is within an established neighborhood and consists of one single family home with approximately 1,927 square feet of living space. The garage space was converted and enclosed at some point in time, but the driveway parking area did not decrease in size.

Land Use and Zoning:

The subject properties are located within the Infill Neighborhood Sector (G-4) which consists of areas within the city that are already developed and served by infrastructure. It encourages new development to match existing development while allowing for incremental increases in density.

The subject property is assigned the Future Land Use designation of Neighborhood Infill which is envisioned for a slight increase in density and smaller neighborhood-oriented retail and services.

The current zoning is P3: Neighborhood which regulates low-density residential areas. P3 generally permits by right Dwellings, Home Occupations, Lodging with a full-time on-site operator (Bed and Breakfast).

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	P3 Neighborhood	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Single Family Residence
South	P3 Neighborhood	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Single Family Residence
East	P3 Neighborhood	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Single Family Residence
West	P3 Neighborhood	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Single Family Residence

Transportation

The subject property gains access off Davis Street. Davis is called out as a Neighborhood Avenue in the City of Taylor Master Transportation Plan. This Street type is intended to be a low-speed (30 to 35mph) and moderate volume street intended to prioritize pedestrians and provide street parking.

Utilities

The subject property is located within the City of Taylor water CCN. There is a 6-inch water line located on Davis Street. subject property is located within the city's CCN for wastewater services and there is a 6-inch wastewater line located at the rear of the property and along its northern boundary. Utilities are not anticipated to being the limiting factor of this request.

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. Twenty-Three (23) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, September 28th, 2025.

Staff Analysis

The request for a Special Use Permit aims to allow the owner to use the property as a Home Occupation (home business) that provides pediatric speech and occupational therapy services with an additional part time employee.

The request meets the intent of the future land use by providing a lower impact service within the neighborhood. The proposed use does request the ability to have an additional part-time employee on site who will provide services. This does conflict with the typical standards of a Home Occupation as it is typically a concern that an applicant would use the home as a leased space.

The applicant has stated that they manage administrative tasks such as managing appointment times, payments, advertisements, and act as a social worker for the home business. The applicant has indicated that they take an active role in the business and are not simply leasing a portion of the property as office space.

Currently, the applicant has communicated that they intend to provide up to three 30-minute appointments per day for the next 12 to 18 months. There is a maximum possible amount of eight 30-minute appointments per day (4 hours per day) but the applicant states it is unlikely due to the demographics of the city. As currently proposed, their business hours are from 10 AM to 7 PM (9 hours).

The applicant does host group workshops/training but that will be held at a separate rented location if there is more than one person to keep traffic at 2105 Davis Street low. The additional traffic that would accompany the one to three appointments can be accommodated by the existing off-street parking space (driveway) as well as room for multiple on-street parking spaces (against the curb).

Staff Recommendations

For the reasons stated in the staff analysis, staff recommends Approval with the following conditions:

1. There shall be no more than one employee who does not use the home as a primary residence and,
2. The business shall not operate outside of the hours of 10 AM to 7 PM Monday through Friday.

For Zoning:

Following Section 5.9.3.7 (6) in the LDC, the Planning and Zoning Commission may recommend, and the City Council may impose standards to ensure the home occupation does not adversely affect the integrity of the residential neighborhood in which it is proposed and shall consider the following:

- a. Are the hours of operation of the home occupation compatible with a residential neighborhood.
- b. Is there sufficient off-street parking to accommodate the parking requirements of the home occupation.
- c. Will the property at which the home occupation is conducted retain the characteristics of a residential property; and
- d. Will the home occupation generate any nuisances incompatible with a residential neighborhood.

Attachments:

- a. Letter of Intent from Applicant
- b. Location Map
- c. Zoning Map
- d. Notification Map
- e. Ordinance 2025-XX
 - a. Meets and Bounds Description – Exhibit A
 - b. Proposed Zoning Map – Exhibit B

Letter of Intent

Re: Home Occupation Request for Little Fireflies Pediatric Therapy

Property Address: 2105 Davis Street, Taylor, TX 76574

To Whom It May Concern,

I am writing to express my intent to operate a home-based pediatric therapy practice, *Little Fireflies Pediatric Therapy*, at my primary residence located at 2105 Davis Street in Taylor, Texas.

This home is my full-time residence, and I am the property owner. The home office will be used to provide pediatric speech and occupational therapy services Monday through Friday by appointment only. The business is owned and operated by me, and services will be provided by a licensed therapist working on a very part-time basis as an independent contractor (1099).

This is a professional and low-impact home occupation. All services will take place inside the home office. There will be no retail activity, and appointment scheduling will be managed to ensure minimal traffic to the property.

Thank you for considering this request to operate a small therapeutic practice from my residence. I am committed to maintaining the quiet and respectful character of our neighborhood while offering an important service to families in our community.

Sincerely,

Felicia Graves

Owner & Director, Little Fireflies Pediatric Therapy

2105 Davis Street

Taylor, TX 76574



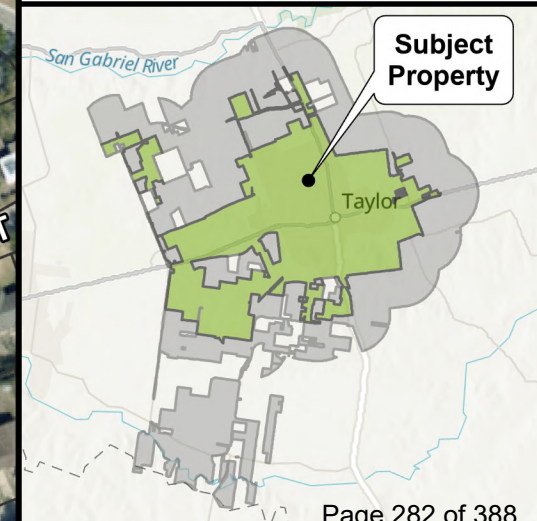
PZ-2025-2584

**2105 Davis St.
Special Use Permit
Location Map
Approximately 0.3 acres**

-  Subject Property
-  Parcel Boundary



0 200 400
Feet





PZ-2025-2584

**2105 Davis St.
Special Use Permit
Current Zoning Map
Approximately 0.3 acres**

Subject Property

Parcel Boundary

Overlay Zoning

P1: Nature

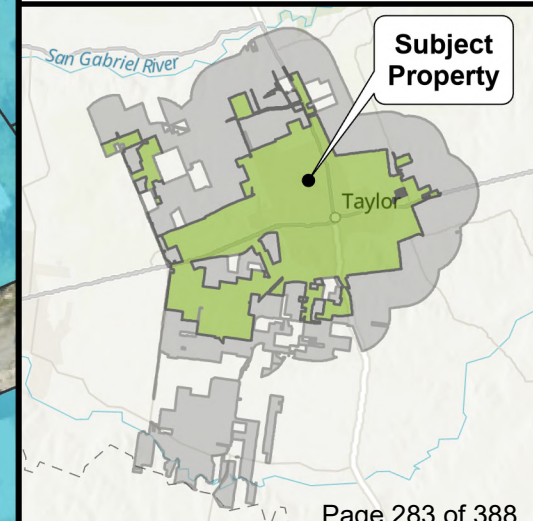
Place Type Zoning

P3: Neighborhood

CS: Civic Space



0 100 200
Feet

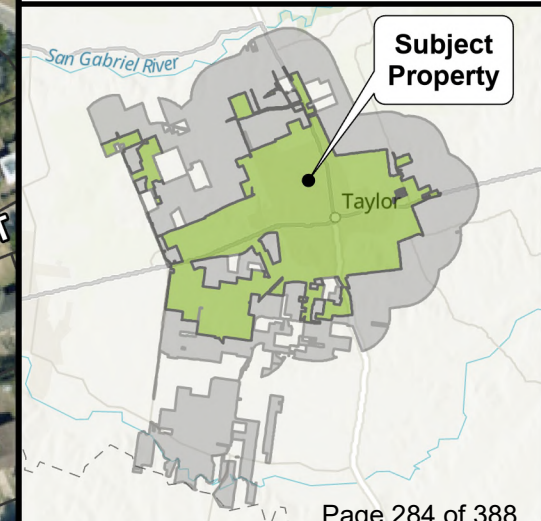
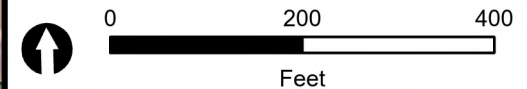




PZ-2025-2584

**2105 Davis St.
Special Use Permit
Notification Map
Approximately 0.3 acres**

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



ORDINANCE NO. 2026-01

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A HOME OCCUPATION GENERALLY LOCATED AT 2105 DAVIS STREET, CONSISTING OF APPROXIMATELY 0.35 ACERS FROM THE BEL-AIR ADDITION BLOCK 8, LOT 3, NORTH PART OF LOT 2, AND PARTS OF LOTS 4 AND 5. SURVEY MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R014369 TAYLOR, WILLIAMSON COUNTY, TEXAS, TO SHOW THE SPECIAL USE PERMIT APPROVED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on December 11, 2025, 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 a Home Occupation, which is a use required to obtain a Special Use Permit to grant approval when the proposed use does not meet the standards described in Section 5.9.3.7 (1), 5.9.3.7 (2), 5.9.3.7 (3), 5.9.3.7 (4) in the Land Development Code; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on November 12th, 2025, to consider the zoning request, and recommended approval of the zoning change; 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 is approved for a Special Use Permit for a Home Occupation as defined in Section 5.9.3.7 in the Land Development Code with the following conditions:

1. There shall be no more than one employee who does not use the home as a primary residence, and
2. The business shall not operate outside of the hours of 10 AM to 7 PM Monday through Friday.

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 2026-01 was introduced before the Taylor City Council on the 11th day of December 2025.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2026.

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. 2026-01, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2026, 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 _____ 2026.

Lucy Aldrich
City Clerk

EXHIBIT A
(Legal Description/Survey)

EXHIBIT "A"

3. Legal Description of land:

Being all of Lot 3 and a portion of Lots 2, 4, and 5, Block 8, of Bel-Air Addition, an addition to the City of Taylor, Williamson County, Texas, according to the plat thereof recorded in Cabinet B, Slide 18, Plat Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod at the common east corner of said Lots 3 and 4, said iron rod being on the west line of Davis Street (called 60 foot right-of-way), and being on a curve to the left having a radius of 240.00 feet;

THENCE along said west line and said curve, passing the common east corner of said Lot 3 and aforesaid Lot 2 at an arc distance of 60.00 feet and continuing a total arc distance of 100.69 feet, a chord bearing and distance of South 05° 20' 15" East - 99.95 feet to a found 1/2-inch iron rod;

THENCE South 72° 10' 05" West, departing said west line, a distance of 110.69 feet to a found 1/2-inch iron rod on the common line of said Lot 2 and Lot 22, aforesaid Block;

THENCE North 17° 34' 00" West along said common line, passing the common corner of said Lots 2 and 22, aforesaid Lot 3, and Lot 21, said Block, at a distance of 46.17 feet and continuing along the common line of said Lots 3 and 21 a total distance of 149.97 feet to a found iron pipe at the common corner of said Lots 3 and 21, aforesaid Lot 5, and Lots 6 and 20, said Block;

THENCE South 86° 07' 53" East, a distance of 9.14 feet along the common line of said Lots 3 and 5 to a found 1/2-inch iron rod;

THENCE North 19° 03' 20" West, departing said common line, a distance of 10.73 feet to a found 1/2-inch iron rod;

THENCE South 81° 24' 33" East, passing a found 1/2-inch iron rod at a distance of 45.32 feet, passing the common line of aforesaid Lots 4 and 5 at a distance of 57.79 feet and continuing a total distance of 68.49 feet to a point from which a fence corner bears South 00° 21' East - 0.5 of one foot;

THENCE South 09° 04' 10" East, a distance of 4.35 feet to a found 1/2-inch iron rod on the common line of aforesaid Lots 3 and 4;

THENCE South 86° 07' 53" East, a distance of 67.47 feet along said common line to the POINT OF BEGINNING and containing 15,401 square feet or 0.35 of one acre of land.



PZ-2025-2584

2105 Davis St.
Special Use Permit
Proposed Zoning Map
Approximately 0.3 acres

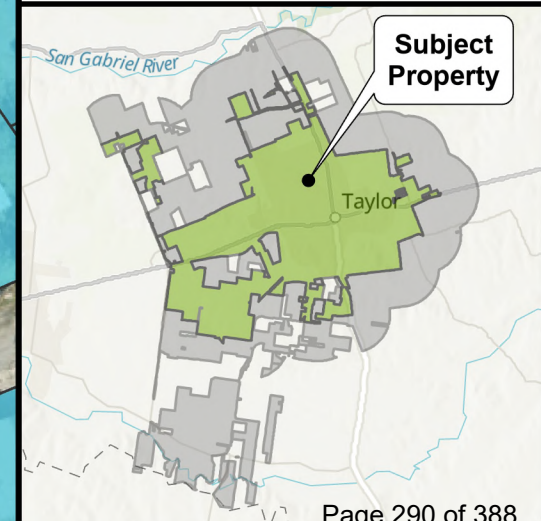
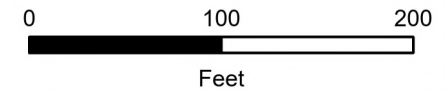
- Subject Property
- Parcel Boundary
- Special Use Permit

Overlay Zoning

- P1: Nature

Place Type Zoning

- P3: Neighborhood
- CS: Civic Space



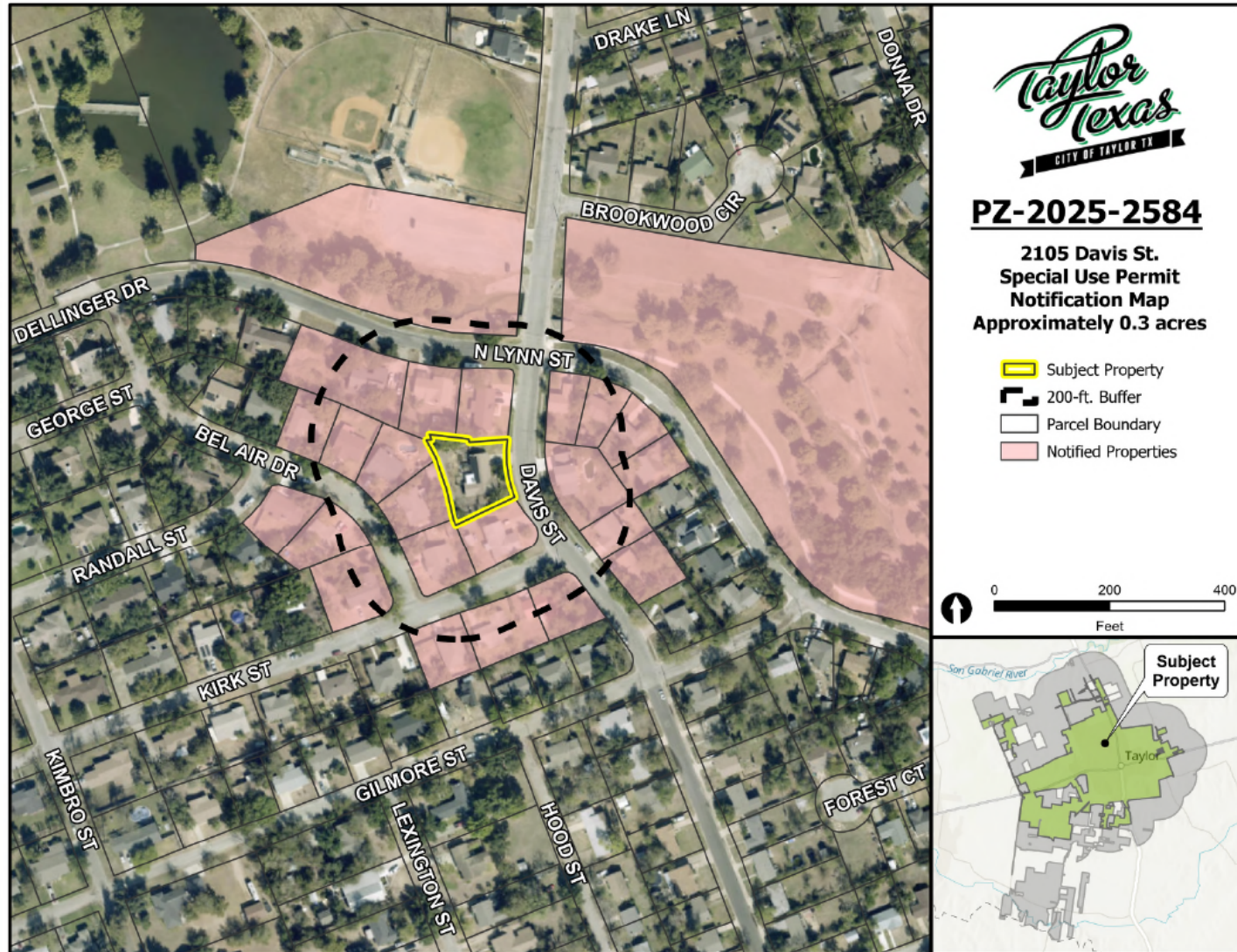
PZ-2025-2584

Special Use Permit for a Home Occupation
2105 Davis Street

Location Map

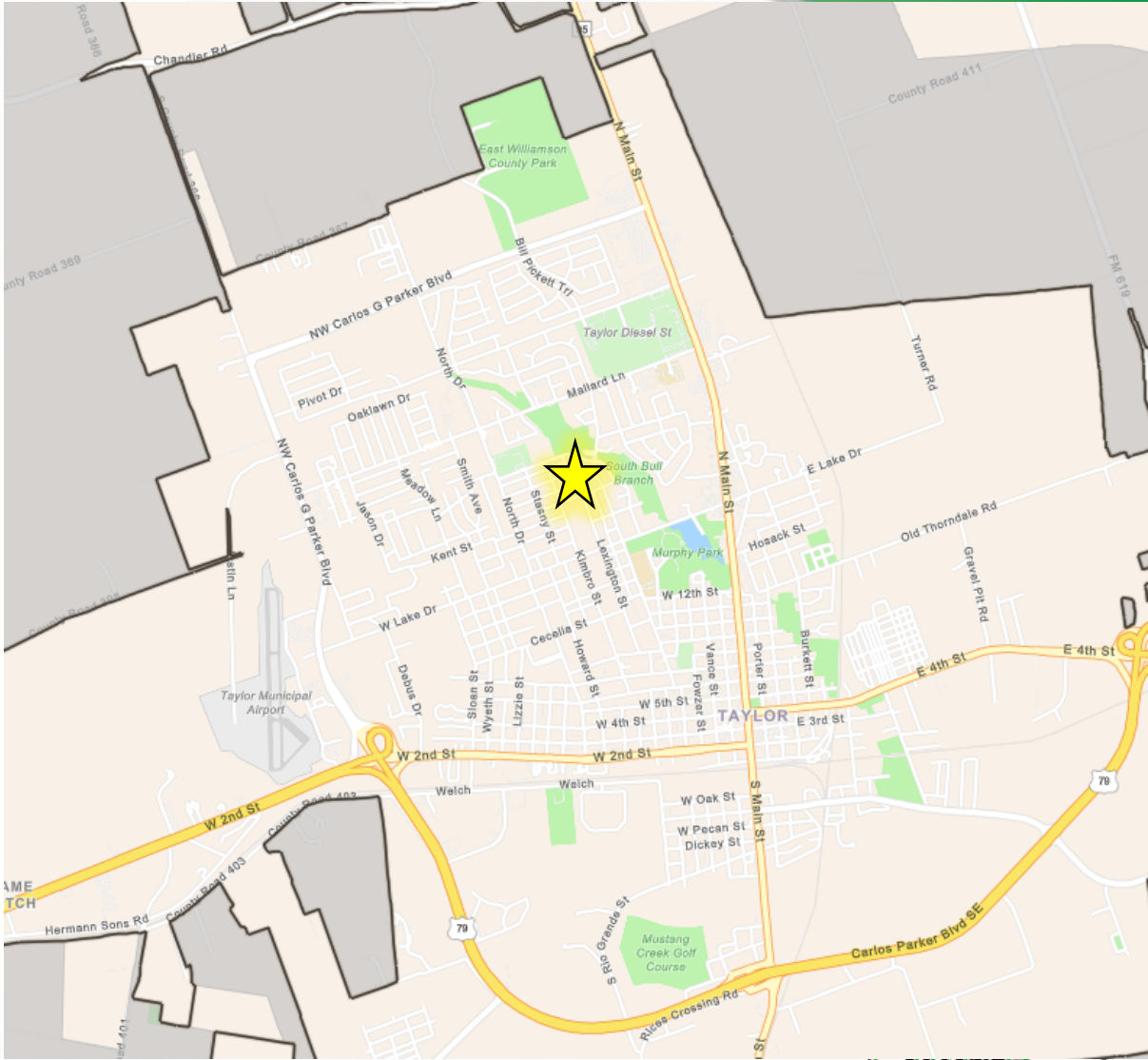


Notification Map



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

Site in Context



★ Site Location

Why an S.U.P is needed

Section 5.9.3.7 HOME OCCUPATIONS

The following standards are intended to permit residents to engage in home occupations that are compatible with residential uses and to ensure that home occupations do not adversely affect the integrity of residential areas. A home occupation shall be considered an accessory use, subject to the following conditions:

- 1. No persons shall be engaged in a home occupation other than persons occupying the subject dwelling unit as their permanent residence;**
2. The home occupation shall be conducted entirely within the principal building or within a permitted accessory structure;
3. There shall be no signs or other exterior visible evidence of a home occupation;
4. There shall be no visible storage of equipment, materials or vehicles that have more than two axles;
5. All home occupations shall comply with the performance standards of Chapter 5

Operations

The Applicant proposes:

1. Operating hours between 10 AM and 7 PM
2. Services to be provided by appointment only for one child/parent at anytime.
3. The resident will run the business with an additional part time employee who is not the resident of the home.
4. Any group events related to the business would be hosted at a local church where they rent a space.



P&Z Recommendation

On November 12, 2025, the Planning and Zoning Commission voted (5-0) to recommend postponing the request until the December 9, 2025 P&Z Meeting.

If desired to proceed without a recommendation for Approval or Disapproval from P&Z, staff would additionally recommend the following conditions:

1. There shall be no more than one employee who does not use the home as a primary residence.
2. The business shall not operate outside of the hours of 10 AM to 7 PM Monday through Friday.



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 10.

Agenda Title: Hold a public hearing and introduce Ordinance 2026-02, a Special Use Permit to allow lodging without a full time, on-site operator at property generally located at 3004 Don Hill Lane, legally described Rob Roy Estates, Block C, Lot 94, 0.027 acres of land, more particularly described by Williamson Central Appraisal District Parcel R427227, Taylor, Williamson County, Texas.

Council Action to be Taken: Hold a public hearing and introduce Ordinance

Department Submitted: Development Services Department

Staff Contact: Carly Kehoe Pearson, Assistant City Manager

1. PURPOSE / DESCRIPTION

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)).

The subject property is a 1,201sqft square foot home (according to Zillow), it is currently being used as a single-family residence. There have been no code violations on the property.

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. They intended to have quiet hours after 9pm with a max occupancy of 5 people.

Currently, the proposed short-term rental appears to be in compliance with the performance and compatibility standards of Section 5.9 of the Land Development Code. They can provide ample parking and have proposed typical quiet hours consistent with other approved short term rentals with no onsite operator.

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.

There is also a near by Special Use Permit for a short term rental to the south west of the property at 2908 Tyler Ln. 2908 has had zero Code Enforcement Complaints

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approval of the requested Special Use Permit with a 1-year limit

5. FUNDING SOURCE

N/A

6. TIMELINE

P&Z Commission Public Hearing: October 14, 2025

City Council Public Hearing: October 23, 2025

City Council Action: November 13, 2025

7. OTHER OPTIONS

8. ATTACHMENTS

1. _08_PZ-2025-2591_SUP 304 Don Hill STR Staff Report
2. _07a_PZ 2025-2591 letter of intent
3. _07b_PZ 2025-2591 Location Map
4. _07c_PZ 2025-2591 Current Zoning
5. _07d_PZ 2025-2591 Notification Map
6. PZ-2025-2591_SUP 3004 Don Hill STR SUP_Ordinance
7. PZ-2025-2591-3004 Don Hill Survey_Exhibit A
8. PZ-2025-2591 Proposed Zoning_Exhibit B
9. PZ-2025-2591 PPT

City of Taylor
PZ-2025-2591
Special Use Permit
Staff Report

Item Details

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.
Legal Description:	A property generally located at 3004 Don Hill Lane, legally described as 0.027 acres of land, situated in Rob Roy Estates, Block C, Lot 94, more particularly described by Williamson Central Appraisal District Parcel R427227, Taylor, Williamson County, Texas
Applicant:	Joan Maxfield
Applicant/ Property Owner(s):	Laura Alcaraz
Responsible Staff:	Preston Gunn
Staff Recommendation:	Approval of the requested Special Use Permit with a 1-year limit.

Overview of Applicant's Request & Background

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)).

The subject property is approximately 1,201 square foot home and it is currently being used as a single-family residence. There have been no code violations on the property.

Location:

The subject property is located mid-block at 3004 Don Hill Drive. The neighborhood is north of Mallard Lane and west of Naomi Paseman Elementary school.

Physical and Natural Features:

The subject property consists of 0.027-acre lot in an established neighborhood of similar sized lots. The home consists of three bedrooms, two bathrooms, a two-car garage, and a driveway that can accommodate up to four cars.

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 properties are located within the Infill Neighborhood Sector (G-4) which consists of areas within the city that are already developed and served by infrastructure. It encourages new development to match existing development while allowing for incremental increases in density.

The subject property is assigned the Future Land Use designation of Neighborhood Infill which is envisioned for a slight increase in density and smaller neighborhood-oriented retail and services.

The subject property is currently zoned Place Type 3 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 (G-4)	Neighborhood Infill	Single Family Residence
South	P3 Neighborhood	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Single Family Residence
East	P3 Neighborhood	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Single Family Residence
West	P3 Neighborhood	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Single Family Residence

Transportation

The subject property gains access off Don Hill Drive, which serves as a neighborhood street; categorized as a low capacity and low speed (20 to 30 mph) street that provides more space for continuously parked vehicles.

Utilities

The subject property is located within the City of Taylor water CCN. There is an 8-inch water line located on Don Hill Drive. The subject property is located within the city's CCN for wastewater services and there is an 8-inch wastewater line located on Don Hill Drive. Utilities are not anticipated to being the limiting factor of this request

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-Eight (38) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, October 26, 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.

Currently, the proposed short-term rental appears to be following the performance and compatibility standards of Section 5.9 of the Land Development Code. The applicant has stated they intend to have quiet hours after 9 PM with a max occupancy of five (5) people and the property provides ample parking.

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.

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 as it provides an incremental increase in density.

Is the Special Use Permit compatible with the surrounding area?

- The use is compatible with the area. There is another SUP for a short-term rental in the area which has caused no code enforcement cases or any known complaints from the adjacent residences.

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. Ordinance 2026-02
 - a. Survey – Exhibit A
 - b. Proposed Zoning Map – Exhibit B

Laura Alcaraz
3004 Don Hill Ln
Taylor, TX [ZIP Code]
512-913-3182
Laura.alcaraz@live.com

August 28, 2025
City of Taylor
Planning and Development Department
400 Porter Street
Taylor, TX 76574

Short-Term Rental at 3004 Don Hill Ln, Taylor, TX

Dear City of Taylor Planning and Development Department,
I am writing to formally express my intent to operate a short-term rental at my residence located at **3004 Don Hill Ln, Taylor, Texas**, through a platform such as Airbnb.

The proposed short-term rental will meet the following conditions:

- The **entire home** will be made available for rent.
- The **maximum occupancy** will be limited to **5 overnight guests**.
- **Check-in time** will be **3:00 PM**, and **check-out time** will be **10:00 AM**.
- **Pets will not be allowed**, and **no special events or parties** will be permitted on the premises.
- **Quiet hours** will be strictly enforced from **9:00 PM to 8:00 AM** daily.
- The property is equipped with **functioning smoke detectors and carbon monoxide alarms**, in compliance with safety standards.

I intend to maintain the property in a safe, clean, and respectful manner and will ensure that all guests adhere to the rules and expectations listed above.

Please let me know if any additional documentation or inspections are required as part of the approval process. I appreciate your time and consideration in reviewing my application for short-term rental operation.

Sincerely owners,



Laura Alcaraz



JoseM Moreno



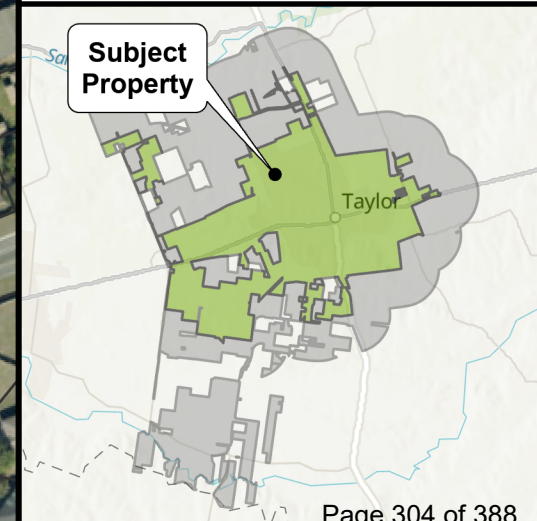
PZ-2025-2591

**3004 Don Hill Lane
Special Use Permit
Location Map
Approximately 0.1 acres**

-  Subject Property
-  Parcel Boundary



0 200 400
Feet





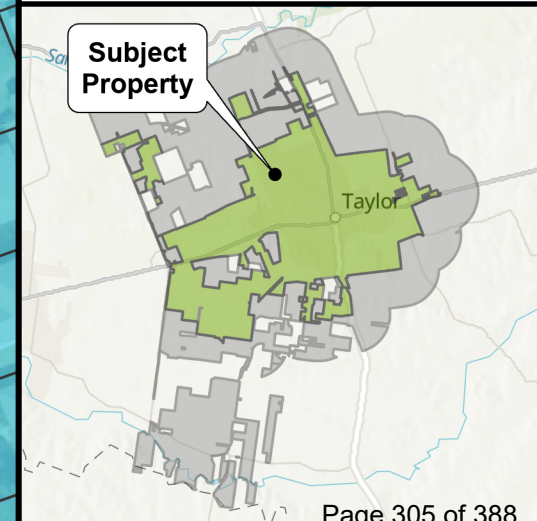
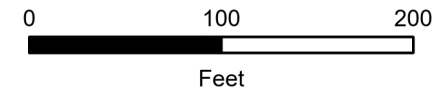
PZ-2025-2591

**3004 Don Hill Lane
Special Use Permit
Current Zoning Map
Approximately 0.1 acres**

-  Subject Property
-  Parcel Boundary
-  Special Use Permit

Place Type Zoning

-  P2.5: Large Lot
-  P3: Neighborhood

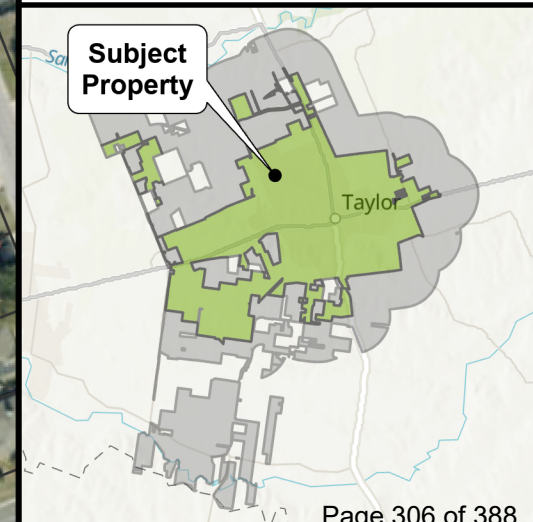
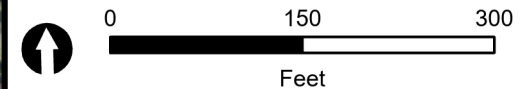




PZ-2025-2591

**3004 Don Hill Lane
Special Use Permit
Notification Map
Approximately 0.1 acres**

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



ORDINANCE NO. 2026-02

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SHORT-TERM RENTAL GENERALLY LOCATED AT 3004 DON HILL LANE, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R427227, ROB ROY, BLOCK C, LOT, TAYLOR, WILLIAMSON COUNTY, TEXAS, TO SHOW THE SPECIAL USE PERMIT APPROVED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on December 11, 2025, 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 (SUP) for a short term rental, which is a use required to obtain a Special Use Permit to grant approval within the P3 – Neighborhood Place Type; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on November 12, 2025, to consider the Special Use Permit, and recommended approval of the zoning change with a renewal in one (1) year 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 Property Special Use Permit.

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

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

SECTION 2. The 3004 Don Hill Lane is approved for a Special Use Permit for a Short-Term Rental.

Change of Information:

Any change of information provided in a short-term rental application form must be reported to the City within ten (10) days and be continuously updated as changes occur

Transferability:

A short-term rental permit is not transferable and shall not be assigned nor transferred to another person or entity. Any attempt to transfer a permit or attempt to use another person’s permit may be grounds for revocation of a permit.

Expiration; Renewals:

- a. A short-term rental permit expires upon the earlier of the following occurrences:
 1. One (1) year after the date of issuance; or
 2. When the ownership of the short-term rental changes.

- b. An owner shall file an application to renew a short-term rental permit in the form provided by the City at least thirty (30) days prior to the expiration of the current permit.

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 2026-02 was introduced before the Taylor City Council on the 11th day of December 2025.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2026.

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. 2026-02, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2026, 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 _____ 2026.

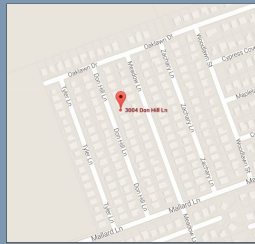
Lucy Aldrich
City Clerk

EXHIBIT A
(Legal Description/Survey)

PREPARED BY:

EXACTA
TEXAS SURVEYORS, INC.

7416 Canal Drive, Lake Worth, FL 33467
LB# 10193731 | exacta365.com | p: 866.735.1916 | f: 866.744.2882



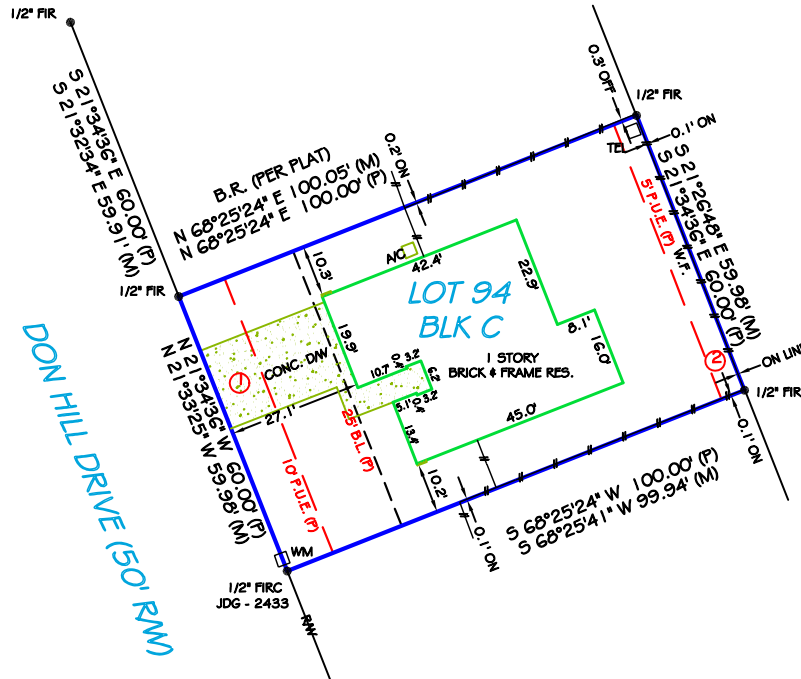
PROPERTY ADDRESS: 3004 DON HILL DRIVE TAYLOR, TEXAS 76574

SURVEY NUMBER: 1606.0597

FIELD WORK DATE: 6/8/2016

REVISION DATE(S): (REV.0 6/10/2016)

1606.0597
BOUNDARY SURVEY
WILLIAMSON COUNTY



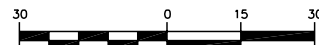
NOTES:
FENCE OWNERSHIP NOT DETERMINED
P.U.E. = PUBLIC UTILITY EASEMENT

I, J. SUBJECT TO APPLICABLE RESTRICTIVE TERMS, CONDITIONS, STIPULATIONS AND COVENANTS RECORDED IN CABINET W, SLIDE 101, PLAT RECORDS; DOCUMENTS NOS. 2002059311 AND 2003051126, OFFICIAL RECORDS; WILLIAMSON COUNTY, TEXAS.



Paul M. Valentine

I HEREBY CERTIFY THAT: THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON THE 8th DAY OF JUNE, 2016; ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN ON THE PLAT AND SET FORTH WITHIN THE TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, GF NO. CTA-07-CTA1600868UP, EFFECTIVE MAY 2, 2016, ARE SHOWN OR NOTED HEREON; THERE ARE NO VISIBLE ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN HEREON; THE PROPERTY HAS ACCESS TO A DEDICATED RIGHT-OF-WAY PER PLAT.



GRAPHIC SCALE (In Feet)
1 inch = 30' ft.



Use of This Survey for Purposes other than Intended, Without Written Verification, will be at the User's Sole Risk and Without Liability to the Surveyor.
Nothing hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

FLOOD INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN THE CITY OF TAYLOR, COMMUNITY NUMBER 480670, DATED 09/26/08.

POINTS OF INTEREST

1. CONCRETE DRIVEWAY OVER 10' PUBLIC UTILITY EASEMENT
2. WOOD FENCE OVER 5' PUBLIC UTILITY EASEMENT

POWERED BY:



CLIENT NUMBER: CTA1600868

DATE: 6/10/2016

BUYER: EAGLE BANK

SELLER: VANESSA M. SCHAFFER

CERTIFIED TO: EAGLE BANK; CHICAGO TITLE OF TEXAS; CHICAGO TITLE INSURANCE COMPANY

This is page 1 of 2 and is not valid without all pages.

EXACTA
TEXAS SURVEYORS, INC.

LB# 10193731
exacta365.com
p: 866.735.1916
f: 866.744.2882
7416 Canal Drive, Lake Worth, FL 33467

REPORT OF SURVEY

1606.0597

This is page 2 of 2 and is not valid without all pages.

LEGAL DESCRIPTION:

LOT 94, BLOCK C, ROB ROY ESTATES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET W, SLIDE 101, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

JOB SPECIFIC SURVEYOR NOTES:

THE BEARING REFERENCE OF NORTH 68 DEGREES 25 MINUTES 24 SECONDS EAST IS BASED ON THE NORTHWESTERLY LINE OF LOT 94, BLOCK C, OF ROB ROY ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN CABINET W, SLIDE 101, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

GENERAL SURVEYOR NOTES:

1. Firm Branch #10193731 is physically located at 7416 Canal Drive in Lake Worth, FL 33467.
2. The Legal description used to perform this survey was supplied by others. This survey does not determine or imply ownership.
3. Due to varying construction standards, house dimensions are approximate.
4. This survey is exclusively for the use of the parties to whom it is certified. It is not transferable to additional institutions or subsequent owners.
5. This property subject to any and all recorded and unrecorded easements. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants or ownership title evidence.
6. If there is a septic tank, well or drain field on this survey, the location of such items was shown to us by others and are not verified.
7. Any additions or deletions of this 2 page survey document are strictly prohibited. Use of this survey beyond the purpose of the transfer of title without written authorization of the signing surveyor is prohibited.
8. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
9. Dimensions are in feet and decimals thereof.
10. All pins marked as set are 5/8" or 1/2" diameter, 18" iron rebar, with "EXACTA" cap.
11. This survey only shows improvements found above ground. Underground footings, utilities and encroachments are not located on this survey map.
12. The information contained on this survey has been performed exclusively, and is the sole responsibility, of Exakta Surveyors. Additional logos or references to third party firms are for informational purposes only.
13. Points of Interest (POI's) are selected above- ground improvements which may be in contact with boundary, building setbacks or easement lines, as defined by the parameters of this survey. There may be additional POI's which are not shown, not called-out as POI's, or which are otherwise unknown to the surveyor. These POI's may not represent all items of interest to the viewer.
14. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
15. House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity.

LEGEND:

SURVEYOR'S LEGEND

LINE TYPES: (UNLESS OTHERWISE NOTED) BOUNDARY LINE STRUCTURE CENTERLINE CHAINLINE OR WIRE FENCE EASEMENT EDGE OF WATER IRON FENCE OVERHEAD LINES SURVEY LINE WALL OR PARTY WALL WOOD FENCE VINYL FENCE	A.C. AIR CONDITIONING B.R. BEARING REFERENCE B.C. BLOCK CORNER B.F.P. BACKFLOW PREVENTOR B.K. BLOCK B.M. BENCHMARK B.R.L. BUILDING RESTRICTION LINE B.M.T. BASEMENT B.W. BAYON WINDOW C. CALCULATED CATV CABLE TV, RISER C.B. CONCRETE BLOCK CHM. CHIMNEY C.L.P. CHAIN LINK FENCE C.O. CLEAN OUT C.O.C. CONCRETE COR. CORNER C.S.W. CONCRETE SIDEWALK C.V.G. CONCRETE VALLEY GUTTER CL. CENTER LINE CP. COVERED PORCH OS. CONCRETE SLAB (D) DEED D.F. DRAIN FIELD D.W. DRIVEWAY ELEV. ELEVATION ENT. ENTRANCE EW. ELECTRIC METER E.O.P. EDGE OF PAVEMENT E.O.W. EDGE OF WATER ELB. ELECTRIC UTILITY BOX (F) FIELD FCM. FOUND CONCRETE MONUMENT FMH. FOUND DRILL HOLE F.F. FINISHED FLOOR FP. FOUND IRON PIPE FR. FOUND IRON ROD FRG. FOUND IRON ROD & CAP FN. FOUND NAIL FRND. FOUND NAIL & DISC FRND. FOUND FRND. FOUND PARKER-SALON NAIL FRND. FOUND PK. NAIL & DISC FRNSPK. FOUND RAILROAD SPIKE GAR. GARAGE GM. GAS METER	ID. IDENTIFICATION ILL. ILLEGIBLE INT. INSTRUMENT INT. INTERSECTION L. LENGTH LM. LICENSE # - BUSINESS LSM. LICENSE # - SURVEYOR (M) MEASURED M.B. MAP BOOK M.E.S. MITERED END SECTION M.F. METAL FENCE N.R. NON RADIAL N.T.S. NOT TO SCALE O.C.S. ON CONCRETE SLAB O.G. ON GROUND OFF. OUTSIDE OF SUBJECT PARCEL OH. OVERHANG OH. OVERHEAD LINES ON. INSIDE OF SUBJECT PARCEL O.R.B. OFFICIAL RECORD BOOK O.R.V. OFFICIAL RECORD VOLUME O.A. OVERALL OS. OFFSET (P) PLAT P.B. PLAT BOOK P.C. POINT OF CURVATURE P.C.C. POINT OF COMPOUND CURVATURE P.C.P. PERMANENT CONTROL POINT P.E. POOL EQUIPMENT P.G. PAGE P.I. POINT OF INTERSECTION PLS. PROFESSIONAL LAND SURVEYOR PLT. PLANTER P.O.B. POINT OF BEGINNING P.O.C. POINT OF COMMENCEMENT P.P. PINCHED PIPE P.R.C. POINT OF REVERSE CURVATURE P.R.M. PERMANENT REFERENCE MONUMENT PSM. PROFESSIONAL SURVEYOR AND MAPPER P.T. POINT OF TANGENCY R. RADIUS OF RADIAL (R) RECORD RGE. RANGE RES. RESIDENCE RW. RIGHT OF WAY S. SURVEY S.B.L. SETBACK LINE S.C.L. SURVEY CLOSURE LINE SCR. SCREEN	SEC. SECTION SEP. SEPTIC TANK SEW. SEWER SGD. SET GLUE DISC SHRC. SET IRON ROD & CAP SHND. SET NAIL & DISC SQ.FT. SQUARE FEET STY. STORY S.T.L. SURVEY TIE LINE SV. SEWER VALVE SW. SIDEWALK S.W. SEAWALL TM. TEMPORARY BENCHMARK TEL. TELEPHONE FACILITIES T.O.B. TOP OF BANK TWP. TOWNSHIP TR. TRANSFORMER TY. TYPICAL U.R. UTILITY RISER WC. WITNESS CORNER WF. WATER FILTER WM. WOODEN FENCE WW. WATER METER/VALVE BOX WV. WATER VALVE V.F. VINYL FENCE
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ELECTRONIC SIGNATURE:

In order to "Electronically Sign" all of the PDFs sent by STARS, you must use a hash calculator. A free online hash calculator is available at <http://www.fileformat.info/tool/md5sum.htm>. To Electronically Sign any survey PDF: 1. Save the PDF onto your computer. 2. Use the online tool at <http://www.fileformat.info/tool/md5sum.htm> to browse for the saved PDF on your computer. 3. Select the Hash Method as SHA. 4. Click Submit. Your PDF is electronically signed if all of the characters in the SHA-1 code submitted by STARS matches the code which is produced by the hash calculator. If they match exactly, your PDF is electronically signed. If the codes do not match exactly, your PDF is not authentic.

PRINTING INSTRUCTIONS:

1. While viewing the survey in Adobe Reader, select the "Print" button under the "File" tab.
 2. Select a printer with legal sized paper.
 3. Under "Print Range", click select the "All" toggle.
 4. Under the "Page Handling" section, select the number of copies that you would like to print.
 5. Under the "Page Scaling" selection drop down menu, select "None."
 6. Uncheck the "Auto Rotate and Center" checkbox.
 7. Check the "Choose Paper size by PDF" checkbox.
 8. Click OK to print.
- TO PRINT IN BLACK + WHITE:**
1. In the main print screen, choose "Properties".
 2. Choose "Quality" from the options.
 3. Change from "Auto Color" or "Full Color" to "Gray Scale".

OFFER VALID ONLY FOR:
EAGLE BANK

EXACTA

25% off

ANY FUTURE
SURVEYING SERVICES
ON THIS PROPERTY

*Offer only valid for the buyer listed on the first page of survey & only for updates in relationship to existing improvements. Offer not valid for brand new construction & total discount not to exceed \$500.

EXACTA EXACTA
TEXAS SURVEYORS, INC.

104 10193731
exakta365.com
p: 866.735.1916
f: 866.744.2882
7416 Canal Drive, Lake Worth, FL 33467



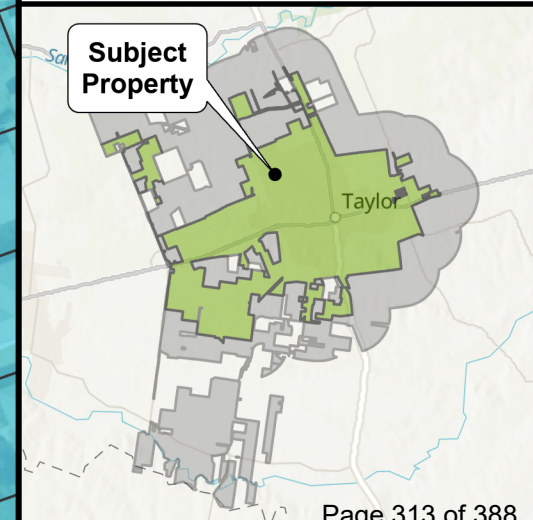
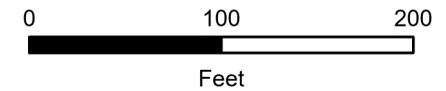
PZ-2025-2591

3004 Don Hill Lane
Special Use Permit
Proposed Zoning Map
Approximately 0.1 acres

-  Subject Property
-  Parcel Boundary
-  Special Use Permit

Place Type Zoning

-  P2.5: Large Lot
-  P3: Neighborhood



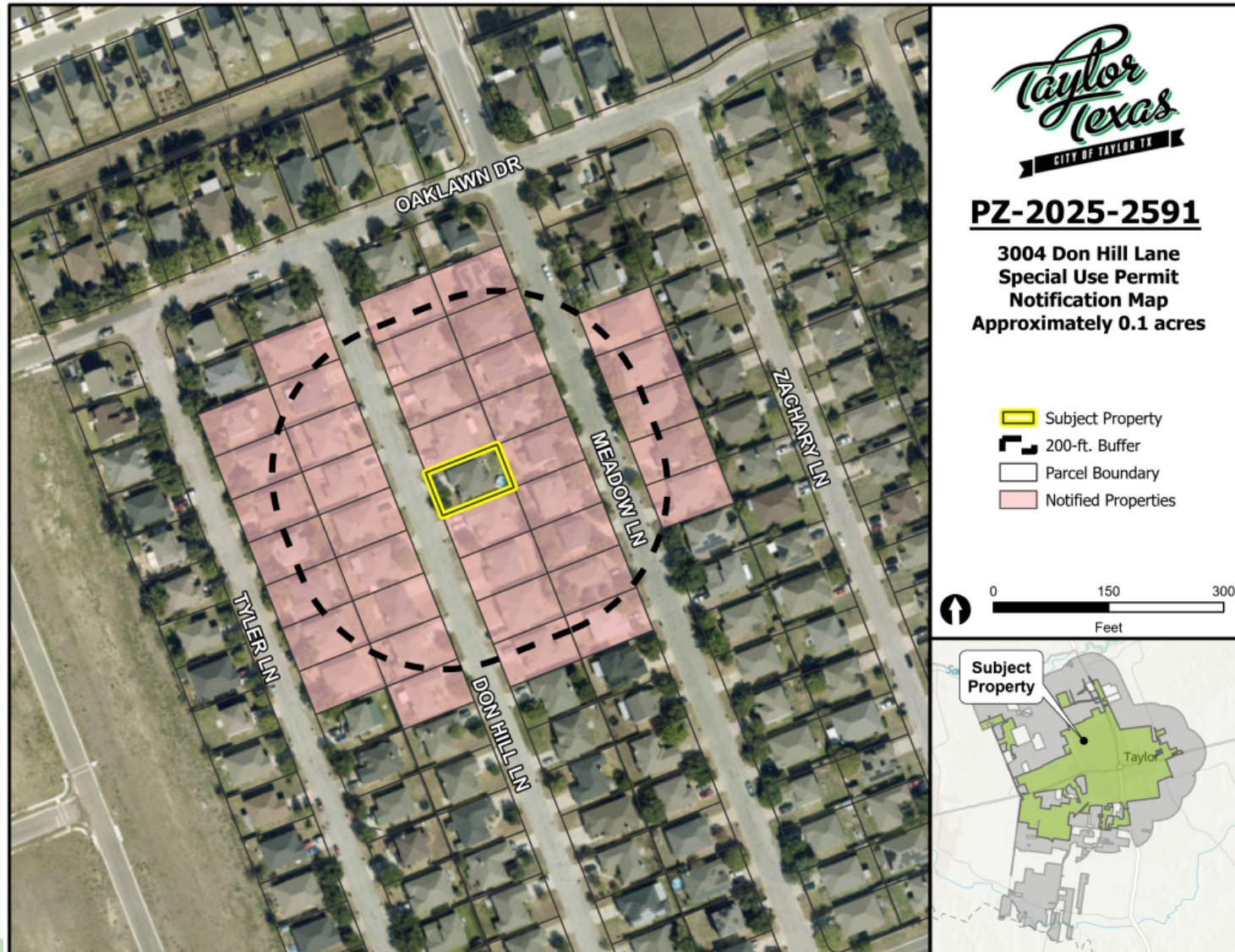
PZ-2025-2591

Special Use Permit for a Short-Term Rental
3004 Don Hill Lane

Location Map



Notification Map



- 38 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received no responses in opposition and none for approval of the request from the notified parties.

Site in Context



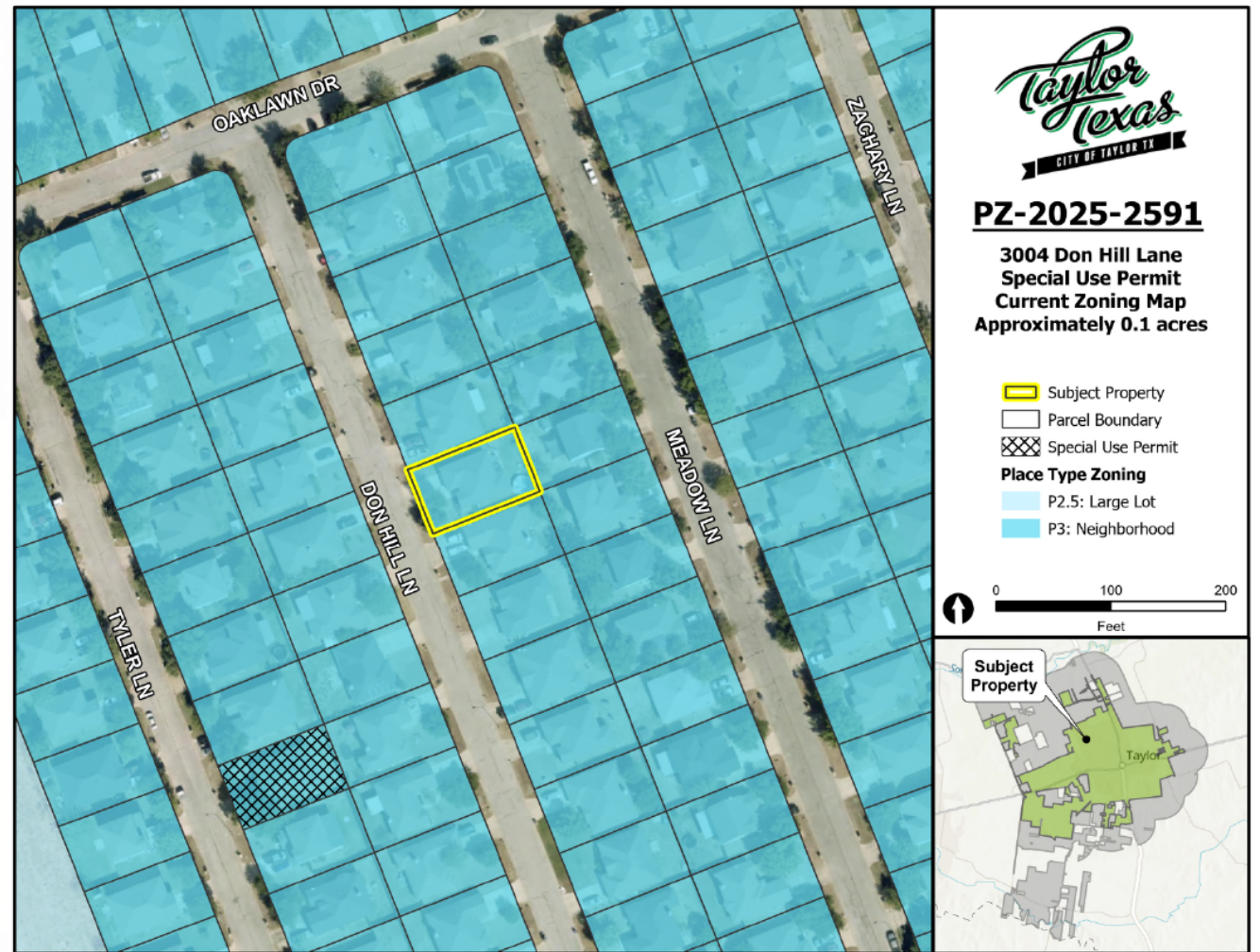
★ Site Location

Why an S.U.P is need

Section 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. Special Use Permit without a full time, on-site operator**
 - d. Accessory Commercial Use with Special Use Permit



Operations

The Applicant proposed operation of site

1. Max capacity of 5 people
2. No Pets allowed
3. Guests are not permitted to host special events or parties
4. Quiet hours from 9:00PM to 8:00AM

Changes in Staff Recommendation

1. Reduction from 3 years to 1 year.
2. A renewal permit will need to be submitted each year to permit the use of a short-term rental.
3. Short-term rentals will have a permit to post to show compliance.



P&Z Recommendation

On November 12, 2025, the Planning and Zoning Commission voted (4-1) to recommend Disapproval the request for lodging (short-term rental) without a full time, on-site operator for a term of one (1) year.



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 11.

Agenda Title: **POSTPONED BY APPLICANT. Hold a public hearing and introduce an Ordinance regarding a request for an Employment Center Plan referred to as Project Comal, generally located at 1051 County Road 401, legally described as approximately 220 acres of land situated in the G.M. Reese Survey, Abstract No. 533, H.T. & B.R.R. Co. Survey, Abstract No. 315, James C. Eaves Survey, Abstract No. 214, more particularly described by the Williamson Central Appraisal District Parcels R620763, R655885, R620762, R381849, R019655, R019236, R019231, R019180, and R019969, Taylor and Taylor Extraterritorial Jurisdiction, Williamson County, Texas.**

Council Action to be Taken: None.

Department Submitted: Development Services

Staff Contact: Carly Kehoe Pearson, Assistant City Manager

1. PURPOSE / DESCRIPTION

A request for an Employment Center Plan referred to as Project Comal, generally located at 1051 County Road 401. The applicant has requested that the public hearing be postponed to a future agenda. At this time, there is no further information to provide.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>

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4. RECOMMENDATION

5. FUNDING SOURCE

6. TIMELINE

7. OTHER OPTIONS

8. ATTACHMENTS

None



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 12.

Agenda Title: Discussion, consideration, and possible action on making Charter Review Committee appointments and defining the scope of the Charter review.

Council Action to be Taken: Take action to affirm the Mayor and City Council's first-choice nominees to the Charter Review Committee, and appoint two at-large members through nominations and voting.

Department Submitted: City Clerk

Staff Contact: Lucy Aldrich, City Clerk

1. PURPOSE / DESCRIPTION

To finalize the membership of the Charter Review Committee and define its scope of work. The committee will conduct a general review of the full City Charter and present recommendations to the City Council for consideration of potential amendments and ballot language for the November 2026 election.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On October 23, 2025, the City Council discussed the formation of a Charter Review Committee and directed staff to continue developing the process. Staff is recommending that the committee be composed of seven members. Positions 1 through 5 will be filled by the Mayor and each Council Member's first-choice nominee, while Positions 6 and 7 will be designated as at-large seats to be voted on by the City Council.

To facilitate this process, the Mayor and Council were asked to submit two nominees, identifying a first choice and a second choice. The first-choice nominees, which will be affirmed by council action during the December 11 meeting, are: Jim Buzan, Betty Day, Teri Willims, Christine Lopez, and John McDonald.

For the two at-large positions, council will follow the same procedure used when appointing the Mayor and Mayor Pro Tem after an election. Nominations will be taken from the pool of second-choice candidates already provided by council members, and voting will occur in the

public meeting to appoint the winning candidates. The second-choice nominees are: Stan Werner, Peter Bryan, Jackie Krueger, Richard Stone, and John Harper.

The Charter Review Committee's charge will be to conduct a general review of the full City Charter and present recommendations to the City Council for consideration of potential amendments and ballot language for the November 2026 election.

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

4. RECOMMENDATION

Staff recommends affirming the Mayor and Council's first-choice nominees, appointing two at-large members through nominations and voting at the December 11, 2025, meeting, and identifying the committee's charge for a general review of the full City Charter.

5. FUNDING SOURCE

Costs associated with this facilitation will be covered through the City's legal services budget. Exact expenditures will be determined as the scope of work is finalized.

6. TIMELINE

January – June/July 2026: Committee meets monthly to conduct review.

7. OTHER OPTIONS

1. Adjust the size of the committee (e.g., fewer or more members).
2. Limit the scope of review to specific Charter sections rather than a full review.
3. Defer creation of the committee until a later date.

8. ATTACHMENTS

1. Presentation - Charter Review Committee

Charter Review Committee Appointments

Lucy Aldrich
City Clerk

Background

- October 23, 2025: Council discussed forming a Charter Review Committee
- Recommended approach: Seven-member committee; Positions 1–5 filled by Mayor and Council Member selections (one each); Positions 6–7 at-large, chosen from five candidates provided by Mayor and Council, voted on at meeting.

Affirm First-Choice Nominees

Council to affirm the Mayor and Council's first-choice nominees:

- Jim Buzan
- Betty Day
- Teri Williams
- Christine Lopez
- John McDonald

Appoint Two At-Large Members

Second-Choice Nominees:

- Stan Werner
- Peter Bryan
- Jackie Krueger
- Richard Stone
- John Harper

Define Committee Charge

Council to affirm the Charter Review Committee's purpose:

- Conduct a general review of the full City Charter
- Present recommendations to City Council
- Council may consider amendments and ballot language for November 2026 election.

Next Steps

- January-June/July 2026: Committee meets monthly with attorney facilitator
- November 2026: Potential Charter amendments submitted to voters



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 13.

Agenda Title: Discussion, consideration, and possible action on an agreement between Williamson County and the City of Taylor for billing and collection services related to the Park79 Commerce Public Improvement District.

Council Action to be Taken: Consider approval of an agreement with Williamson County for billing and collection services related to the Park79 Commerce PID.

Department Submitted: Finance

Staff Contact: Robert Powers, Chief Financial Officer

1. PURPOSE / DESCRIPTION

Approval of this agreement would allow the Williamson County Tax Office to include the annual PID assessments on the tax bills for properties within the Park79 Commerce PID.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On November 16, 2023, the City Council approved Resolution R23-43 creating the Quannah Partners/Taylor Industrial Park PID (later renamed the Park79 Commerce PID). The developer requested approval of the PID to help finance the construction of public improvements for a proposed 69.2-acre industrial park to be located north of Highway 79 and east of CR 401. On June 13, 2024, the City Council approved the PID Financing Agreement (Resolution R24-17) with Taylor 79, LLC for construction of the authorized improvements.

Once the City Council approves the assessments on the parcels within the PID by adoption of the Service and Assessment Plan (SAP), it will be the City's responsibility to bill and collect those annual assessments to pay for the Authorized Improvements outlined in the Financing Plan.

Williamson County Tax Office works with many jurisdictions in the county to handle the assessment billing and collection process by including the annual assessment on the tax bill for parcels within the PID. This is very economical and efficient. The fee charged by the tax office is the same fee per parcel that they charge taxing entities for property tax administration.

Approval of this agreement does not create assessments on the property. This can only occur when the City Council approves the annual SAP.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides for an efficient and convenient method for billing and collecting annual PID assessments from individual property owners. • The tax office has access to up-to-date property owner information. • Including the assessment with the property tax bill is convenient for the property owner and results in fewer accounts that become delinquent.	• None.

4. RECOMMENDATION

Recommend approval of the agreement with Williamson County for the billing and collection services related to the Park79 Commerce PID.

5. FUNDING SOURCE

The annual parcel fee will be included in the annual PID assessment.

6. TIMELINE

November 16, 2023 - Resolution R23-43 creating the Quannah Partners/Taylor Industrial Park PID (later renamed Park79 Commerce PID)

June 13, 2024 - Resolution R24-17 approving the PID Financing Agreement with Taylor 79, LLC.

7. OTHER OPTIONS

1. City staff handles the annual billing and collection duties.
2. The billing and collection function is out-sourced to a third-party.

8. ATTACHMENTS

1. Park79_WilcoTax_11.14.25_rev3

**AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS
AND THE CITY OF TAYLOR, TEXAS
FOR BILLING AND COLLECTION SERVICES RELATED TO
PARK79 COMMERCE PUBLIC IMPROVEMENT DISTRICT**

This agreement (the "Agreement") is between Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and the City of Taylor, Texas (the "City"), a home-rule municipality located within the territory of the County, for billing and collection services related to Park79 Commerce Public Improvement District (the "District") authorized and administered by the City.

RECITALS

A. The City authorized the District, effective on November 16, 2023, by a majority vote of all members of its City Council adopting a resolution (Resolution No. R23-43) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.026). The City, may, in the future, over time and from time to time, alter the boundaries of the District, and this Agreement will remain in force until terminated.

B. The City shall adopt assessment plans apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepare a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City shall publish and mail the required notices and hold a public hearing, hear and pass on all objections to a proposed Assessment, and by ordinance levy the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. **Agreement for Billing and Collection of Installments of Assessments.** Beginning on the Effective Date (defined below) and continuing until the Agreement is terminated pursuant to its terms, the City authorizes the County exclusively, acting through the Williamson County Tax Assessor-Collector (the "Tax Assessor-Collector"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law. The County further agrees to send monthly collection reports to the City, prepare tax certificates, develop and maintain delinquent assessment rolls for the City, and provide copies of all records related to the services that the County provides under this Agreement. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the duties of the County under this Agreement. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

2. **Exclusions.** This Agreement will not include billing or collection of the following:

2.1 Assessments in amounts other than annual installments; and

2.2 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06; and

2.3 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of the foregoing excluded Assessments will remain the responsibility of the City.

3. **Term of Agreement.** The term of this Agreement will begin on the latest date accompanying the signature lines of the duly authorized representatives of the parties on this Agreement (the "Effective Date") and will terminate on the date that is one (1) year after the Effective Date (the "Initial Term"), unless renewed and extended as provided below. After the Initial Term, this Agreement will be automatically renewed and extended for an additional one (1) year term unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) calendar days before the end of the Initial Term. If the Agreement is renewed and extended after the Initial Term, thereafter it will be renewed and extended automatically for succeeding one (1) year terms unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) days before the end of then-current term. If a written notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien was been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred, and the proceeds have been collected.

4. **Assessment Data.** Each year during the term of this Agreement, on or before September 1, the City will provide to the Tax Assessor-Collector the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than ninety (90) days' notice to the City of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts

of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Williamson Central Appraisal District ("WCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the Initial Term or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to Section 12 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. **Billing of Assessments.** The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Williamson County Tax Office under an agreement with the municipality."

6. **Collection of Assessments.** The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in Section 10 below. The Tax Assessor-Collector and private legal counsel contracted by the County for the collection of delinquent property taxes will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of

collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Texas Tax Code Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in Section 2 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro-rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. **Notice to Property Owners.** If the City has not done so before the Effective Date, then after the Effective Date and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will ensure that each owner of property in the District, except exempt property, is notified by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. **Foreclosure Suits.** The City hereby agrees and expressly authorizes the County to contract on the City's behalf with private legal counsel for the collection of the delinquent installments of an Assessment, said private counsel being the same contracted by the County for the collection of delinquent property taxes. The maturity of the subsequent installments will not accelerate following a default in payment. The County and its private legal counsel will control the filing and conduct of foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in Section 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit

results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. Furthermore, the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit a third-party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. **Billing and Collection Fees.** As fees for the billing and collection services provided under this Agreement, the following provisions apply:

10.1 The City agrees to pay the County an annual fee for each parcel or tract of land in the District that is billed for the installment of an Assessment in an amount to be set annually by the Tax Assessor-Collector. The parcel fee for the billing and collection of the installments shall not exceed the parcel fee set for the year by the tax Assessor-Collector for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor Collector may deduct the amount of the parcel fee from the amount of the first installments collected prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

10.2 Should the County subsequently expect to incur any actual additional costs related to discharging its duties under this Agreement such as costs required to modify software or comply with new legal requirements associated with collecting the Assessments, the County shall provide written notice to the City of the proposed additional costs (which notice must include documentation of the proposed actual additional costs). The City shall be allowed ninety (90) days to review the proposed additional actual costs and either agree to pay the County or give notice to terminate this Agreement.

11. **Entire Agreement.** This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all

previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. **Notices.** Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

The County: Williamson County Tax Office
Attn: Williamson County Tax Assessor-Collector
904 S. Main Street
Georgetown, Texas 78626

The City: City of Taylor
Attn: Brian LaBorde - City Manager
400 Porter Street
Taylor, TX 76574

13. **Limited Liability.** The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. **Applicable Law.** This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. **Persons Bound.** This Agreement is binding on the parties and their respective successors and assigns.

16. **Venue.** All obligations under this Agreement are performable in Williamson County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Williamson County, Texas.

17. **Party Representatives.** The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Taylor Finance Director to represent the City for all purposes related to this Agreement.

18. **Authorization.** The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

*[The remainder of this page is intentionally left blank.
Signature pages and acknowledgements follow on separate pages.]*

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 2025.

COUNTY OF WILLIAMSON

Steven Snell, County Judge
County of Williamson

Larry Gaddes, Tax Assessor/Collector,
County of Williamson

Dwayne Ariola, Mayor
City of Taylor

ATTEST:

Lucy Aldrich, City Clerk
City of Taylor



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 14.

Agenda Title: Discussion, consideration, and possible action on an acquisition and reimbursement agreement and a developer deposit agreement with Taylor 79, LLC, and Park79 Commerce Center LLC related to the Quannah Partners Park79 Commerce Center development.

Council Action to be Taken: Consider and approve Acquisition & Reimbursement Agreement and Deposit Agreement with Taylor 79, LLC and Park79 Commerce Center LLC related to the Park79 Commerce Center development.

Department Submitted: Finance

Staff Contact: Robert Powers, Chief Financial Officer

1. PURPOSE / DESCRIPTION

Consider and approve Acquisition & Reimbursement Agreement and Deposit Agreement with Taylor 79, LLC and Park79 Commerce Center LLC related to the Park79 Commerce Center development.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On November 16, 2023, the City Council authorized the creation of the Quannah Partners/Taylor Industrial Park PID (now known as the Park79 Commerce PID) which is approximately 69.2 acres. The purpose of a PID is to finance certain improvements authorized by Chapter 373 of the Texas Local Government Code.

On June 13, 2024, the City Council approved the PID Financing Agreement and the developer is currently developing the Authorized Improvements that serve the District Property. It is intended that PID Special Assessment Bonds will be issued in the latter part of 2026 to finance a portion of the actual costs of the Authorized Improvements.

Construction of the Authorized Improvements, which consist of infrastructure improvements that will be dedicated to the City upon completion, are initially being privately financed by the

Developer. Upon dedication to the City, the City will acquire the infrastructure and pay the Developer a portion of the infrastructure construction costs pursuant to the Acquisition & Reimbursement Agreement presented to Council. The expectation is for the entire Reimbursement Obligation to be paid from proceeds of the PID Bonds, however any portion of the Reimbursement Obligation that may not be paid from PID Bond proceeds will be paid from collection of assessments on the property within the PID. No other funds of the City will be obligated towards payment of the Reimbursement Obligation, other than PID Bond proceeds and collection of assessments on property within the PID. The maximum par amount of any future PID bonds is \$6,250,000 of which the maximum reimbursement obligation for developer costs is limited to \$5,000,000. There is an interest-carry provision in the reimbursement obligation of 6.65% for authorized costs not reimbursed with PID bond proceeds.

Improvements include:

- Water & wastewater improvements to serve the property.
- 2,790 l.f. constructing the CR401 roadway from US79 to the northern border of the project (the western entrance off US 79).
- 1,950 l.f. constructing roadway from US 79 (the eastern access of US79) to CR401 at the southern border of the project.

Other improvements or costs, if any, allowed in the previously approved PID Financing Agreement.

In addition to the Acquisition & Reimbursement Agreement, the developer deposit agreement provides for the developer to pay \$50,000 to be held in escrow by the City to pay for City costs related to the PID until such time as the Services & Assessment Plan is adopted. The Developer will be required to add additional funds if City costs exceed \$50,000. City costs associated with the PID that are incurred after a Service & Assessment is adopted, if any, may either be reimbursed from PID Bond proceeds or included in the Annual Installments collected from property owners within the PID.

The following actions remain to be accomplished. Once the public improvements are completed, the City will accept the improvements at a future Council meeting similar to other subdivision acceptances. Then in 2026, the City's PID Administrator, P3Works, will begin preparing the Service & Assessment Plan (SAP), that once approved by the City Council, will become the basis for the assessment levy on property within the district. The assessments will be included on property tax bills and collected by Williamson County Tax Office. Staff will also work with our Financial Advisor to plan for the issuance of the Special Assessment Bonds.

3. PROS and CONS	
<u>PROS</u>	<u>CONS</u>
• Provides the legal framework and agreements necessary to carry out the stated purposes contemplated with the approval and creation of the Park79	•

PID. • Provides a reimbursement mechanism to the developer for improvements desired by the City associated with the creation of the Park79 PID.	
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4. RECOMMENDATION

Recommend approval.

5. FUNDING SOURCE

Developer reimbursements will be tied solely to the special assessments levied on the property in the future.

6. TIMELINE

The public improvements acceptance is anticipated within the next few months. It is anticipated that PID bonds would be sold during calendar year 2026.

7. OTHER OPTIONS

8. ATTACHMENTS

1. Park79 Commerce Center PID_presentation_12.11.25
2. Acquisition and Reimbursement Agreement - Final - Park79 -(631653.1)
3. Developer Deposit Agreement - Final - Park79(631470.1)

Park79 Commerce Center PID Acquisition and Reimbursement Agreement & Developer Deposit Agreement

December 11, 2025

Acquisition and Reimbursement Agreement

- On November 16, 2023, the City Council authorized the creation of the Park79 Commerce PID which is approximately 69.2 acres. The purpose of a PID is to finance certain improvements authorized by Chapter 373 of the Texas Local Government Code.
- On June 13, 2024, the City Council approved the PID Financing Agreement and the developer is currently developing the Authorized Improvements that serve the District Property. It is intended that PID Special Assessment Bonds will be issued in the latter part of 2026 to finance a portion of the actual costs of the Authorized Improvements.

Acquisition and Reimbursement Agreement

- Construction of the infrastructure improvements that will be dedicated to the City upon completion, are initially financed by the Developer.
- Upon dedication to the City, the City will pay the Developer pursuant to the Acquisition & Reimbursement Agreement.
- The expectation is for the entire Reimbursement Obligation to be paid from issuance of future PID Bonds.
- However any portion of the Reimbursement Obligation not be paid from PID Bond proceeds will be paid from collection of assessments on the property within the PID. No other funds of the City will be obligated towards payment of the Reimbursement Obligation.

Acquisition and Reimbursement Agreement

- The maximum par amount of any future PID bonds is \$6,250,000.
- Of that amount, the maximum reimbursement obligation for developer costs is limited to \$5,000,000.
- There is an interest-carry provision in the reimbursement obligation of 6.65% for authorized costs not reimbursed with PID bond proceeds.
- Improvements include:
 - Water & wastewater improvements to serve the property.
 - 2,790 l.f. constructing the CR401 roadway from US79 to the northern border of the project (the western entrance off US 79).
 - 1,950 l.f. constructing roadway from US 79 (the eastern access of US79) to CR401 at the southern border of the project.
 - Other improvements or costs, if any, allowed in the previously approved PID Financing Agreement.

Developer Deposit Agreement

- The developer shall pay \$50,000 to be held in escrow by the City to pay for City costs related to the PID until such time as the Services & Assessment Plan is adopted.
- The Developer will be required to add additional funds if City costs exceed \$50,000.
- City costs associated with the PID that are incurred after a Service & Assessment is adopted, if any, may either be reimbursed from PID Bond proceeds or included in the annual assessments collected from property owners within the PID.

Remaining Action Items

- City to accept the public improvements once completed by the developer.
- In 2026, the City's PID Administrator, P3Works, will begin preparing the Service & Assessment Plan (SAP).
- Once the SAP is approved by the City Council, it is the basis for the assessment levy on property within the district.
- Assessments will be included on property tax bills and collected by the Williamson County Tax Office.
- Staff will work with our Financial Advisor to plan for the issuance of the Special Assessment Bonds.

PARK79 COMMERCE PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT

This Park79 Commerce Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Taylor, Texas (“City”) and Taylor 79, LLC, a Colorado limited liability company (the “Owner”) (each individually referred to as a “Party” and collectively as the “Parties”) effective as of _____, 2025.

RECITALS

WHEREAS, on November 16, 2023, the City Council of the City (the “City Council”) passed and approved Resolution No. R23-43 (the “Creation Resolution”) authorizing the creation of the Quannah Partners/Taylor Industrial Park Public Improvement District (n/k/a Park79 Commerce Public Improvement District) (the “District”), covering approximately 69.2 acres of land described in the Creation Resolution (the “District Property”), as depicted on **Exhibit “A”**, attached hereto; and

WHEREAS, the City, pursuant to the PID Financing Agreement (defined below), formally changed the name of the District to “Park79 Commerce Public Improvement District”.

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property (defined in the Service and Assessment Plan (defined herein)) within the District; and

WHEREAS, on June 13, 2024, the City Council approved that certain Park79 Commerce Public Improvement District Financing Agreement (the “PID Financing Agreement”) by and between the Owner and the City; and

WHEREAS, the Owner is currently developing the Authorized Improvements (defined below) that serve the District Property; and

WHEREAS, it is intended that the City Council shall pass and approve an assessment ordinance determining, among other things, the estimated costs of the Authorized Improvements allocable to the District, which will be further described, including estimated costs of the various Authorized Improvements, in a Service and Assessment Plan, and levy assessments against District Property (the “Assessments”) in accordance with the Assessment Roll attached to a Service and Assessment Plan for the District (as the same may be amended or updated from time to time, the “Service and Assessment Plan”); and

WHEREAS, it is intended that PID Bonds (defined below) will be issued to finance a portion of the Actual Costs (defined below) of, among other things, the Authorized Improvements (the Actual Costs of the Authorized Improvements being the “Improvements Cost”); and

WHEREAS, it is anticipated that one or more series of PID Bonds will be issued pursuant to an Indenture of Trust (the “Indenture”) by and between the City and a legally qualified trustee selected by the City (the “Bond Trustee”); and

WHEREAS, it is anticipated that the City shall deposit the revenues received and collected by the City from the Assessments, including foreclosure sale proceeds, first into a segregated fund

held by the City (the “Operating Account”), and then further transferred pursuant to the Indenture when executed; and

WHEREAS, the Parties intend that the portion of the Improvements Cost which is not financed by the proceeds of a series of PID Bonds shall be paid for with the hereinafter-defined Reimbursement Obligation pursuant to the terms of this Reimbursement Agreement, and as is further described in the PID Financing Agreement; and

WHEREAS, following the issuance of a series of PID Bonds, the Pledged Revenues, as defined herein, will secure the PID Bonds, and then, on a subordinate basis, the Reimbursement Obligation; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Reimbursement Agreement are true and correct, and are incorporated herein as part of this Reimbursement Agreement for all purposes.
2. Definitions. If any of the following defined terms are given a different definition in the PID Financing Agreement and/or the Indenture, then that definition shall govern in the event of a conflict and in the event of a conflict between the definitions in the PID Financing Agreement and the Indenture, the definition in the Indenture shall control.
 - a. Actual Costs - shall mean the Owner’s demonstrated costs for designing and constructing the Authorized Improvements. Actual Cost(s) may include (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, governmental fees and charges, and insurance premiums.
 - b. Authorized Improvements – shall mean any public improvement authorized under the provisions of the PID Act.
 - c. PID Bonds – shall mean each series of special assessment revenue bonds issued by the City to finance the Actual Costs of the Authorized Improvements, and any bonds issued to refund all or a portion of any outstanding PID Bonds.
 - d. Pledged Revenues – shall mean the sum of (i) revenues from special assessments from property owners within the District less (a) administrative

expenses and (b) delinquent collection costs; (ii) the moneys held in any of the funds held by the City pursuant to the Indenture pledged for payment of debt service; and (iii) any additional revenues that the City may pledge to the payment of PID Bonds.

3. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited into the Operating Account. After a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited pursuant to the Indenture once executed.
4. Payment of Improvements Cost. The City shall pay the Improvements Cost pursuant to executed and approved Certifications for Payment (defined below) in the manner provided for in the PID Financing Agreement from the Operating Account. Following the execution of the Indenture, the Bond Trustee shall pay the Improvements Cost pursuant to executed and approved Certifications for Payment in the manner provided for in the PID Financing Agreement and the Indenture for PID Bonds issued for the District.
5. Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to a maximum par amount of PID Bonds of \$6,250,000.00 and to reimburse the Owner, and the Owner shall be entitled to receive from the City an amount from the proceeds of such PID Bonds not to exceed the lesser of \$5,000,000.00 or the amount of costs indicated on Exhibit ____ to the Service and Assessment Plan (the “Reimbursement Obligation”), in accordance with the terms of this Reimbursement Agreement, and subject to any further limitations in the PID Financing Agreement, until December 1, 2056 (the “Maturity Date”). It is hereby acknowledged that the City is not responsible hereunder for any amount of Improvements Cost in excess of the amount of the Assessments collected. The Reimbursement Obligation, including accrued and unpaid interest, shall be payable to the Owner, solely from the Pledged Revenues deposited in the Operating Account or the improvement account of the project fund created by an Indenture (the “Improvement Account”). The Reimbursement Obligation is authorized by the PID Act, is hereby approved by the City, and represents the total allowable costs to be assessed against the District Property for the Authorized Improvements that are not paid through the issuance of PID Bonds. The interest rate paid to the Owner on the Reimbursement Obligation shall be six and sixty-five hundredths percent (6.65%), but in no event shall exceed, for a period of five years, as determined by the City Council of the City, five percent above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council and reported in the month before the date the obligation was incurred. The interest rate is hereby approved by the City and complies with the PID Act. Interest will accrue at the interest rate stated above from the date that the Assessments are levied by the City. Following the issuance of PID Bonds, interest will accrue from the date of delivery of the PID Bonds at the interest rate of the PID Bonds, plus any additional interest permitted by the PID Act and the Service and Assessment Plan. Interest shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months.
6. Obligated Payment Sources. The Reimbursement Obligation, plus accrued and unpaid interest as described above, is payable to the Owner and secured under this

Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Obligation is not paid in full at the Maturity Date. The Reimbursement Obligation is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to use amounts on deposit in the Operating Account or the Improvement Account created by an Indenture to pay the Reimbursement Obligation and accrued and unpaid interest to the Owner is absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation.

7. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Williamson County Tax Assessor-Collector, the Assessments (including the foreclosure of liens resulting from the nonpayment of the Assessments or other charges due and owing under the Service and Assessment Plan) in the manner described in Section 3.03 of the PID Financing Agreement.
8. Process for Payment for the Reimbursement Obligation. The Owner may submit to the City a written request for payment in the form and manner provided for in the PID Financing Agreement (a “Certification for Payment”) of any funds then available in the Operating Account following February 1st of each year. Upon receipt of the Certification for Payment for the Authorized Improvements described in the Service and Assessment Plan with all required documentation attached, the City shall cause available funds within the appropriate account under the Indenture or the Operating Account to be disbursed to the Owner within thirty (30) days. This process will continue until the Reimbursement Obligation and accrued and unpaid interest is paid in full, or until PID Bonds are issued in an amount sufficient to pay the unpaid Reimbursement Obligation in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds.
9. Termination. Once either (i) all payments paid to the Owner under this Reimbursement Agreement are equal to the Reimbursement Obligation plus any accrued and unpaid interest, (ii) PID Bonds are issued to reimburse the Owner for the Actual Costs of the Authorizing Improvements benefiting the District Property, the proceeds of which equal the Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, and less any payments made from the Bond Trustee pursuant to this Reimbursement Agreement, (iii) a combination of (i) and (ii) above that, collectively, is equal to the Reimbursement Obligation, or (iv) the Maturity Date is reached, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Reimbursement Obligation or accrued and unpaid interest remains unpaid, such Reimbursement Obligation shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further however that if any Assessments remain due and payable and are uncollected on the Maturity Date, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with any outstanding PID Bonds, and then paid to the Owner and applied to the Reimbursement

Obligation. Under no circumstances will either payments made under this Reimbursement Agreement or the PID Bonds exceed the Reimbursement Obligation.

10. Non-Recourse Obligation. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from Pledged Revenues and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement. Owner acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Reimbursement Agreement. Further, Owner acknowledges that the only source of funds for payment under this Reimbursement Agreement is from the Operating Account or the Improvement Account created by an Indenture to pay the Reimbursement Obligation.
11. Mandatory Prepayments. Notwithstanding any provision of this Reimbursement Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Owner pursuant to the provisions thereof) in effect as of the date of this Reimbursement Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Owner, may reduce the amount of the Reimbursement Obligation by a corresponding amount, provided, however, any reduction shall never result in a reduction in the amount of the Reimbursement Obligation to be less than zero.
12. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside of this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Authorized Improvements.
13. Governing Law, Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in, the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Williamson County, Texas.
14. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to 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

If to Owner: Taylor 79, LLC
Attn: Jeff Stringer
9411 New Forest
Spring, TX 77379

Taylor 79, LLC
Attn: Doug Wiley
4500 Cherry Creek South, Suite 870
Glendale, CO 80246

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

15. Invalid Provisions; Severability. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect. If any provision of this Reimbursement Agreement directly conflicts with the terms of the Indenture, the Indenture shall control.
16. Exclusive Rights of Owner. Owner's right, title and interest into the payments of Reimbursement Obligation (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owner (or its Transferee (defined below)) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Reimbursement Obligation (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its Reimbursement Obligation plus any accrued and unpaid interest thereon (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of

debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owner that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Owner agrees that the City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

17. Assignment.

- a. a. Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the Project from time to time to any party in connection with the sale of the Project or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the PID Financing Agreement to any party, so long as the assignee has demonstrated to the City's satisfaction, which shall be provided in writing from City Council, that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Reimbursement Agreement or the PID Financing Agreement with respect to the Reimbursement Obligation. Owner shall pay the City a fee of \$5,000 to review any such proposed assignment and provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the Project so assigned and the assignee shall assume all rights and responsibilities in this Reimbursement Agreement..
- b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign (as is or will be defined in the PID Financing Agreement) unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- c. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.
- d. Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on any other obligation, including public securities issued by any other state of the United States or political subdivision thereof.

- e. Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfers which shall be governed by Section 16 above.
- f. It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 16 above shall also apply to the Designated Successors and Assigns.

18. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.
- b. Except as otherwise provided herein, if the Owner is in Default, the City’s sole and exclusive remedies shall be to seek termination of any remaining provisions of this Reimbursement Agreement or specific performance of this Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the Operating Account or the Improvement Account as provided in Section 5 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement to the extent Owner has otherwise adhered to the terms of this Reimbursement Agreement to the benefit of the City. In addition to specific performance, the City shall be entitled to attorney’s fees, court costs, and other costs of the City to obtain specific performance.

If the City is in Default and fails to cure after being notified, the Owner’s shall request non-binding mediation before (1) seeking a writ of mandamus to compel performance by the City; or (2) seeking specific performance of this Reimbursement Agreement.

- 19. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owner or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Reimbursement Agreement in accordance with its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence of any default to the best of the City’s knowledge; and (iv) such other factual matters that may be reasonably requested.

20. Verifications of Statutory Representations and Covenants. The Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Reimbursement Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Reimbursement Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Reimbursement Agreement, notwithstanding anything in this Reimbursement Agreement to the contrary.

- a. Not a Sanctioned Company. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- b. No Boycott of Israel. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Reimbursement Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- c. No Discrimination Against Firearm Entities. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
- d. No Boycott of Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

21. Form 1295.

- a. Owner hereby certifies that it has filed a Certificate of Interested Parties form in compliance with Texas Government Code, Section 2252.908, if required, and shall update such certificate if required by law.

22. Miscellaneous.

- a. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Reimbursement Agreement.
- b. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Owner.
- c. This Reimbursement Agreement may be amended only by written agreement of the Parties.
- d. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

OWNER:

TAYLOR 79, LLC,

a Colorado limited liability company

By: TAYLOR 79 LAND, LLC,
a Colorado limited liability company, its Sole
Member

By: QP TX Taylor, LLC, a Colorado limited
liability company, its Manager

By: QP TX Industrial JV, LLC, a Colorado limited
liability company, its Manager

By: QPFI-TX Industrial, LLC, a Colorado limited
liability company, its Manager

By: _____
G. Douglas Wiley, II, its President

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by G. Douglas Wiley, II, President of QPFI-TX Industrial, LLC, Manager of QP TX Industrial JV, LLC, Manager of QP TX Taylor, LLC, Manager of Taylor 79 Land, LLC, the Sole Member of TAYLOR 79, LLC, a Colorado limited liability company, on behalf of said entities.

(SEAL)

Notary Public, State of _____

**Exhibit “A”
The District**

[See attached]

FIELD NOTES
FOR

A 69.169 ACRE TRACT OF LAND, BEING SITUATED IN THE HG JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 69.169 ACRE TRACT, CONVEYED TO TAYLOR TEXAS HOLDINGS, INC., RECORDED IN DOCUMENT NO. 2008053881 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 69.169 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron with cap marked "Williamson County" found on a point in the west boundary line of Lot 1 of Amended Plat of Amanda's Commercial Subdivision according to the subdivision recorded in Document No. 2007080629 of the Official Public Records of Williamson County, Texas, said point being the northeast corner of a called 0.101-acre tract conveyed to Williamson County, Texas, recorded in Document No. 2023003588 of the Official Public Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28-acre tract for the southernmost southeast corner and **POINT OF BEGINNING** hereof;

THENCE S 68°04'19" W, departing the west boundary line of said Lot 1, with the north boundary line of said 0.101-acre tract, same being a south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **19.56 feet** to a 1/4" iron rod with yellow cap marked "Pape-Dawson" set at the southwest corner of the Remnant Portion of said 69.169-acre tract, said point being the northwest corner of said 0.101-acre tract, same being the northeast corner of a called 1.097-acre tract granted to Williamson County, recorded in Document No. 2022128234 of the Official Public Records of Williamson County, Texas, same being the southeast corner of a called 290.77-acre tract conveyed to Prewitt Farms, LTD., recorded in Document No. 2007076169 of the Official Public Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE N 21°38'47" W, departing the north boundary line of said 0.101-acre tract and the north boundary line of said 1.097-acre tract, with the east boundary line of said 290.77-acre tract, in part with the east boundary line of a called 329.476-acre tract, conveyed to Megatel Austin-Taylor LLC, recorded in Document No. 2022072229 of said Official Public Records, same being the west boundary line of the Remnant portion of said 69.28-acre tract, a distance of 289.55 feet to an iron rod with cap marked "4Ward" for a total distance of **1947.68 feet** to an iron rod with cap marked "Holt" found on a northeast corner of said 329.476-acre tract, same being an interior ell corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE, continuing with the east boundary line of said 329.476-acre tract, same being the west boundary line of the Remnant Portion of said 69.28-acre tract, the following two (2) courses and distances:

1. **S 68°24'01" W**, a distance of **12.77 feet** to an iron rod found for an angle point hereof, and
2. **N 22°17'26" W**, a distance of **482.76 feet** to a 3" iron found on an interior ell corner of said 329.476-acre tract, same being the northwest corner of the Remnant Portion of said 69.28-acre tract for the northwest corner hereof,

Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 512-454-8711 address: 10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM
Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #479 Texas Surveying Firm #20026801

THENCE N 68°34'09" E, with a south boundary line of said 329.476-acre tract, same being the north boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1600.89 feet** to an axle found on the northwest corner of a called 120.355-acre tract, conveyed to City of Taylor, recorded in Volume 325, Page 284 of the Deed Records of Williamson County, Texas, same being the northeast corner of the Remnant Portion of said 69.28-acre tract for the northeast corner hereof;

THENCE S 25°57'11" E, departing the south boundary line of said 329.476-acre tract, with the west boundary line of said 120.355-acre tract, same being the east boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1653.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the northeast corner of John O. Baker Subdivision, a subdivision according to the plat recorded in Cabinet A, Slide 289 of the Plat Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28-acre tract for the easternmost southeast corner hereof;

THENCE S 52°36'47" W, departing the west boundary line of a said 120.355-acre tract, with the north boundary line of said John O. Baker Subdivision, same being the south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1255.59 feet** to a ¼" iron pipe found on the east boundary line of Lot 2 of said Amended Plat of Amanda's Commercial Subdivision, said point being the northwest corner of said John O. Baker Subdivision, same being a southwest corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE N 25°51'30" W, departing the north boundary of said John O. Baker Subdivision, with the east boundary line of said Lot 2, same being a west boundary line of the Remnant Portion of said 69.28-acre tract for a distance of **265.85 feet** to a ½" iron pipe found on the northeast corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE S 52°39'41" W, with the north boundary line of said Lot 2, same being a south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **477.98 feet** to a ¼" iron rod found on the northwest corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE S 21°44'21" E, with the west boundary line of said Lot 2, in part with the west boundary line of said Lot 1, same being an east boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **570.82 feet** to the **POINT OF BEGINNING** and containing 69.169 acres in Williamson County, Texas.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 26, 2023
Job No.: 51429-00
DOC. ID. H:\Survey\CIVIL\51429-00\
Word\FNS1429-00_69.169Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 512-454-8711 address: 10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM
Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #100288-01

DEVELOPER DEPOSIT AGREEMENT

This Developer Deposit Agreement (this "**Agreement**"), dated the ____ day of _____, 2025 (the "**Effective Date**"), is entered into by, between, among and for the benefit of the CITY OF TAYLOR, TEXAS, a home-rule municipality organized under the laws of the State of Texas (the "**City**"), and PARK79 COMMERCE CENTER LLC, a Delaware limited liability company (the "**Developer**").

WHEREAS, the Park 79 Commerce Public Improvement District (the "**PID**") was created on the property more particularly described on Exhibit A attached hereto (the "**Property**") to help finance certain public improvements necessary to provide infrastructure and development amenities for the Property;

WHEREAS, the City and the Developer recognize and agree that the City will incur fees and associated expenses and costs for work to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of the PID, including but not limited to the following: City of Taylor staff, appraisal, legal publications, notices, public hearing expenses, attorney's fees, assessment administrator, and special consultant fees (collectively, the "**Eligible Expenses**"); and

WHEREAS, the City's engagement of professionals to perform the work described above and its participation in the undertakings described above are voluntary and of value to the Developer and the Developer desires to reimburse the City's fees and expenses related to the Eligible Expenses;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and the Developer agree as follows:

1. Recitals. The representations, covenants and recitations set forth in the foregoing recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.

2. Developer Deposit. Developer shall deliver to the City the sum of \$50,000.00 (the "**Developer Deposit**") to pay for the Eligible Expenses and the related expenses incurred by the City. Fees for all Eligible Expenses to be covered by the Developer Deposit shall be evidenced by monthly invoices that describe the work performed by date and time entries. The Developer Deposit shall be deposited in a segregated account and not be commingled with any other City funds. If the cost of Eligible Expenses exceed the Developer Deposit, the City shall notify the Developer in writing and the Developer may elect to: (i) make one or more additional payment(s) of \$10,000.00 each within thirty (30) days of such written request and such additional payment will be deposited by the City and utilized in the same manner described above, or (ii) negotiate in good faith to amend this Agreement to provide for a reasonable amount of additional payment by Developer.

3. Termination. This Agreement may be terminated by either party with or without cause upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the initial series of PID Bonds have been issued by the entity designated to issue such bonds. Upon termination of this Agreement for any reason, any balance of the Developer Deposit and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City's fees, costs and expenses incurred as of termination shall be returned to Developer. The City shall take all reasonable steps necessary to terminate the accrual of costs to the Developer.

4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the Developer Deposit.

5. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given upon delivery by a nationally recognized private service (e.g., FedEx or UPS) to the following respective addresses of the parties:

To the 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

To the Developer: Park79 Commerce Center, LLC

Attn: Jeff Stringer
9411 New Forest
Spring, TX 77379
-and-
Attn: Doug Wiley
4500 Cherry Creek South, Suite 870
Glendale, CO 80246

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

6. Amendment. This Agreement may only be amended, altered or revoked by written instrument approved by the Taylor City Council and signed by the City and Developer.

7. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

8. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

[Signature Page to Follow]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

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

By: _____
Name: _____
Title: _____

PARK79 COMMERCE CENTER LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit A
Description of the Property

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



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 15.

Agenda Title: Discussion, consideration, and possible action of a Tax Abatement Agreement by and among the City of Taylor, Texas, PDC TP 01 LOT A LLC, and Compal USA Technology, Inc. *Ben White, Taylor Economic Development Corporation*

Council Action to be Taken: Approve the Tax Abatement Agreement with Compal USA Technology Inc.

Department Submitted: City Management

Staff Contact:

1. PURPOSE / DESCRIPTION

Consider approval of a Tax Abatement Agreement is made by and among the City of Taylor, a Texas home rule municipality (the “City”), PDC TP 01 LOT A LLC (the “Owner”), and Compal Technology, Inc., a Texas corporation (the “Lessee”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Project Background

Compal USA Technology Inc. intends to lease and operate a facility at 1069 FM 3349, where it will engage in activities including, but not limited to:

- Servers, notebook and desktop computers
- Motherboards and video graphics arrays
- Cable modems and set-top boxes
- Smartphones, game consoles, and tablet PCs
- Automotive electronics
- Smart home devices
- General information and communication technology products

The Company plans to invest approximately \$200,000,000 in capital improvements, machinery, equipment, and related assets, and create 900 new positions at the Taylor facility.

Incentive Structure

The City and TEDC will rebate:

- Owner granted fifty percent (50%) abatement of the taxable value of the improvements for a period of ten (10) years.
- Lessee granted fifty percent (50%) abatement of the tangible personal property for a period of ten (10) years.

This is a performance-based agreement, meaning the abatement amount is based on their performance and other criteria outlined in the Agreement.

Repayment / Clawback Provision

If the Agreement is terminated by the City:

All taxes abated under the Agreement shall immediately become a debt owed to the City by the Lessee as liquidated damages. Such amounts shall be due and payable within thirty (30) days following the City's delivery of a written notice of termination.

Upon non-payment, the City shall be entitled to utilize all remedies available under the Tax Code for the collection of delinquent property taxes, and may pursue recovery from the Owner and/or Lessee as permitted by law.

For purposes of calculating the clawback amount, the City shall determine the total taxes previously abated by computing the full Taxable Value of all Tangible Personal Property and Improvements—as if no abatement had been granted—for each year in which the Owner or Lessee received the benefit of tax abatement. These taxable values, as certified by the Appraisal District, will be multiplied by the applicable tax rate for each respective year, as calculated by the City Tax Assessor-Collector.

Any liquidated damages not paid within the required thirty (30) days shall accrue penalties and interest in the same manner as delinquent property taxes, beginning on the day immediately following the payment-deadline expiration.

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

4. RECOMMENDATION

Staff recommends approval of the Tax Abatement Agreement by and among the City of Taylor,

Texas, PDC TP 01 LOT A LLC, and Compal USA Technology, Inc.

5. FUNDING SOURCE

Rebates are performance-based and tied directly to actual property tax revenue generated at the project site. No incentive payments will be made unless verified revenue has been received.

6. TIMELINE

n/a

7. OTHER OPTIONS

n/a

8. ATTACHMENTS

1. CC Compal Presentation

Taylor Economic Development Corporation

Project Seville / Compal Technology Inc
Incentive Presentation



Compal Technology Inc

Project Description: Company intends to operate research, development, design, manufacture, assembly and maintenance services of information, communications, and consumer electronics, including servers, notebooks, desktop personal computers, motherboards, video graphics arrays, cable modems, set-top boxes, smartphones, game consoles, tablet personal computers, automotive electronics, and smart home devices

Facility Specifications: 1069 FM 3349—TaylorPort 366,000 sf

Additional information: \$200M Capex and Expected 900 Jobs

Compal Technology Inc Location





TaylorPort Building

- 366,115 SF
- 21.7 acres
- 36" Clear Height



Compal Technology Inc

Incentive program name	Description of program	Total Incentive Estimate
City Property Tax Abatement Real Property	City Tax Abatement 50% on real property for ten (10) years	\$2,780,766
City Property Tax Abatement Personal Property	City Tax Abatement of 50% on business personal property for ten (10) years	\$1,405,090
Separated Construction Contracts	50% rebate on the EDC's ½ cent Sales Tax and City's 1 cent Sales Tax on construction.	\$213,750

- Performance Based Agreements
- Clawback Provisions are included

Compal Technology Inc

-
- City Posted Tax Abatement Notice on Website on November 10, 2025
 - Taylor Economic Development to approved incentive agreement December 3, 2025
 - City Council votes on Tax Abatement and Use Tax Agreement December 11, 2025



City Council Meeting December 11, 2025 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 16.

Agenda Title: Discussion, consideration, and possible action on an Economic Development Incentive Agreement by and among the City of Taylor, Texas, the Taylor Economic Development Corporation, and Compal USA Technology, Inc. *Ben White, President/CEO Taylor Economic Development Corporation*

Council Action to be Taken: Approve the Economic Development Agreement with Compal USA Technology Inc.

Department Submitted: City Management

Staff Contact:

1. PURPOSE / DESCRIPTION

Consider approval of an Economic Development Agreement among the City of Taylor (“City”), the Taylor Economic Development Corporation (“TEDC”), and Compal USA Technology Inc. (“Company”), related to the establishment of a research, development, design, manufacturing, assembly, and maintenance operation for information, communications, and consumer electronics at 1069 FM 3349, Taylor, Texas.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Project Background

Compal USA Technology Inc. intends to lease and operate a facility at 1069 FM 3349, where it will engage in activities including, but not limited to:

- Servers, notebook and desktop computers
- Motherboards and video graphics arrays
- Cable modems and set-top boxes
- Smartphones, game consoles, and tablet PCs
- Automotive electronics
- Smart home devices
- General information and communication technology products

The Company plans to invest approximately \$200,000,000 in capital improvements, machinery, equipment, and related assets, and create 900 new positions at the Taylor facility.

Incentive Structure

The City and TEDC will rebate:

- Fifty percent (50%) of the City's one percent (1%) Sales and Use Tax, and
- Fifty percent (50%) of the TEDC Sales and Use Tax,

collected from the Company and its contractors for construction materials, furniture, fixtures, and equipment purchased, consumed, or used at the Leased Premises under the Company's Texas Direct Payment Permit.

This is a performance-based agreement, meaning no incentive is paid unless the Company meets the performance requirements outlined in the Agreement.

Repayment / Clawback Provision

If the Agreement is terminated by the City and/or TEDC:

- The Company must, within thirty (30) days, repay to the City an amount equal to all Use Tax Grants previously paid, plus accrued interest.
- Interest will be calculated using the rate periodically announced by:
 - The Wall Street Journal as the prime or base commercial lending rate;
 - If unavailable, the prime or base lending rate published by Citibank, N.A., or another New York money-center bank selected by the City.
- Interest accrues from the date each Grant was issued until it is fully refunded.

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

4. RECOMMENDATION

Staff recommends approval of the Economic Development Agreement with Compal USA Technology Inc.

5. FUNDING SOURCE

Rebates are performance-based and tied directly to actual Sales and Use Tax revenue generated at the project site. No incentive payments will be made unless verified revenue has been received.

6. TIMELINE

n/a

7. OTHER OPTIONS

n/a

8. ATTACHMENTS

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Taylor Economic Development Corporation

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Incentive Presentation



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