

AGENDA

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

SEPTEMBER 28, 2023, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

A MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

- A. National Night Out proclamation
- B. Fire Prevention Week proclamation
- C. World Teacher's Day proclamation

CITIZENS COMMUNICATION

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

BOARDS & COMMISSION PRESENTATION

- 1. Library Board update.

CONSENT AGENDA

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

- 2. Approve minutes from the September 14, 2023 regular City Council meeting. (Dianna McLean)
- 3. Consider Resolution R23-30 appointing the City Manager as the Chief Executive Officer and authorized representative to act in all matters in connections with the FEMA Hazard Mitigation Grant (HMGP) and committing the city to provide matching funds to secure and complete the FEMA Hazard Mitigation Grant. (Jeff Jenkins)
- 4. Consider Resolution R23-32 nominating a candidate to the Wilco Central Appraisal District Board of Directors. (Dianna McLean)
- 5. Consider Ordinance 2023-42 establishing Fees for City Services for Fiscal Year 2024. (Jeff Wood)
- 6. Consider Resolution R23-33 authorizing the submission of a grant application to the Texas General Land Office CDBG-MIT Local Hazard Mitigation Plans Program (LHMPP) and authorize the City Manager or their designee as the official to act on behalf of the city on matters regarding this grant. (Jeff Jenkins)
- 7. Consider approving Declaration of Restrictive Covenant on City of Taylor land, in connection with the US Department of Housing and Urban Development, Community Develop Mitigation funding for the Mustang Creek Regional Detention/Drainage Project. (Jeff Jenkins)

PUBLIC HEARINGS / ORDINANCES

- 8. Consider introducing ordinance 2023-43 amending ordinance 2019-30 and Chapter 14, Article IV of the Taylor City Code which established regulations and procedures and requiring a permit for development of certain pipelines within or involving city rights of way or utility infrastructure. (Brian LaBorde, Mark Schroeder)

9. PZ-2023-1792 – Hold a public hearing and introduce Ordinance 2023-44 regarding a request to amend the Transportation Master Plan to realign a Proposed Community Boulevard, generally located near 14501 US 79, between US 79 and County Road 398, consisting of a proposed roadway in and adjacent to a 69-acre tract of land in the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas. (Colin Harrison)
10. PZ-2022-1592 – Hold a public hearing and introduce Ordinance 2023-47 regarding a proposed voluntary annexation of approximately 15.429 acres out of 62.424 acres, on petition by the owner, Taylor 973, LLC, Document No. 2021188725, generally located north of Elm Branch Trail in the Extraterritorial Jurisdiction of the City of Taylor, more particularly described by the Williamson Central Appraisal District part of parcel R019651, part of and out of the George M. Reese Survey, Abstract No. 533, City of Taylor Extraterritorial Jurisdiction, Williamson County, Texas. (Colin Harrison)
11. PZ-2022-1594 – Hold a public hearing and introduce Ordinance 2023-45 regarding a request to amend the zoning of approximately 25.5 acres of land, generally located north of Elm Branch Trail, from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One. (Colin Harrison)
12. PZ-2023-1756 – Hold a public hearing and introduce Ordinance 2023-46 regarding a request to amend the North BB Creek Planned Development (Ordinance 2022-20), consisting of approximately 7.60 acres of land located along the south right-of-way of N.W. Carlos G. Parker Boulevard, approximately 1,400 feet west of the intersection of N.W. Carlos G. Parker Boulevard and North Drive, from Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD). (Colin Harrison)
13. Consider introducing Ordinance 2023-48 revising the special event policy. (Brian LaBorde/Mark Schroeder)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

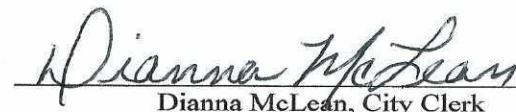
14. Consider Resolution R23-31, Automated License Plate Recognition Readers. (Chief Fluck)
15. Consider approving quote from Ryan Sanders Sports Turf Services for work on fifteen city owned athletic fields and discuss possible funding source. (Tyler Bybee)
16. Consider issuing a Request for Qualifications for a Wellness/Recreation Center feasibility study/needs assessment and discuss possible funding source. (Tyler Bybee)
17. Consider groundwater reservation agreement with EPCOR 130 Project Inc. (Brian LaBorde)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on September 25, 2023 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By:


Dianna McLean, City Clerk

Date

9-25-2023

Proclamation

NATIONAL NIGHT OUT

WHEREAS, the National Association of Town Watch is sponsoring a national crime, drug and violence prevention program on Tuesday, October 3, 2023, entitled “National Night Out”; and

WHEREAS, the 40th Annual National Night Out provides an opportunity to join with other communities in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the City of Taylor plays a vital role in assisting the Taylor Police Department through joint crime, drug and violence prevention efforts in Taylor; and

WHEREAS, all citizens of Taylor must be aware of the importance of crime prevention programs and the impact their participation has on reducing crime, drugs and violence in Taylor.

NOW, THEREFORE, as Mayor of the City of Taylor, I do hereby proclaim October 3rd, 2023, as “NATIONAL NIGHT OUT” in the City of Taylor and urge all citizens of Taylor to become aware of and support this worthwhile community event.

Proclaimed this 28th day of September 2023.

Brandt Rydell, Mayor
City of Taylor

Proclamation

FIRE PREVENTION WEEK 2023

WHEREAS, the City of Taylor, Texas is committed to ensuring the safety and security of all those living in and visiting Taylor; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, Taylor residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, the Taylor Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2023 Fire Prevention Week TM theme, “Cooking safety starts with YOU. Pay attention to fire prevention TM,” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

THEREFORE, BE IT RESOLVED that, I Mayor Brandt Rydell, do hereby proclaim October 8 - 14, 2023, as Fire Prevention Week, and I urge all the people of Taylor to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023, and to support the many public safety activities and efforts of the Taylor Fire Department.

PROCLAIMED this the 28th day of September, 2023.

Brandt Rydell, Mayor

Proclamation

WORLD TEACHER'S DAY

WHEREAS, Taylor's future strength depends on providing a high-quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

WHEREAS, our Taylor teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community; and

WHEREAS, #TeachersCan is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas.

NOW, THEREFORE, I, Brandt Rydell, Mayor, encourage the Taylor City Council to join #TeachersCan and its partnering entities across Texas in celebrating World Teachers' Day and proclaim October 5, 2023 to be Taylor Teachers' Day, and encourage members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5 as a symbol of support for our educators.

Signed this 28th day of September 2023.

Brandt Rydell, Mayor
City of Taylor



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 1

Agenda Title: Receive presentation from the Library Advisory Board

Council Action to be taken: Receive presentation

Department Submitted: Taylor Public Library

Staff Contact: Karen Ellis, Library Director

1. PURPOSE/DESCRIPTION

Upon request by the City Council, Ms. Sheon Corley, the Chair of the Library Advisory Board, will provide an update of the Library Advisory Board activities and accomplishments over the past fiscal year.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Library Advisory Board has a diverse membership of 7 board members representing the Taylor area. Residency is not a requirement for the Library Advisory Board.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Library Advisory Board serves to represent the interests of the Taylor area community; • To assist the Library Director with policies and planning • To receive input from patrons; • To support the Library & promote its many services.	

4. RECOMMENDATION

Acceptance of the Library Advisory Board presentation is recommended.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

1a. [Presentation](#)



City of Taylor Public Library Advisory Board

Sheon Corely, Chairwoman

Library Advisory Board

The Library Advisory Board typically meets on the second Tuesday of each month at 6:30 pm, or other dates to ensure a quorum as needed and makes recommendations to the City Council regarding library operations, policies and to help ensure that the Library meets the needs of the City.

There is no residency requirement for this board.

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Library Advisory Board

- The Board consists of 7 members.
 - Meets monthly or as needed. No regularly scheduled meetings in December, June, or July.
 - Listens to public feedback & concerns at board meetings.
 - Assist library staff with creation, review and approval of library's policies.
 - Supports & promotes library mission & goals.
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Library Advisory Board

Recent Activities:

- Ongoing review of Library policies.
 - Participation in the proclamation for Library Card Sign Up Month.
 - Corrections regarding youth ages in two library policies for consistency.
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Library Advisory Board Goals

- Ensure that the library meets Texas State Library & Archives Commission standards for Texas public libraries accreditation.
 - Continue review of library policies.
 - Recommend future programs, services, continuing education, etc.
 - Advocate for the Taylor Public Library.
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Library Advisory Board

Questions?

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City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 2

Agenda Title: Approve minutes from the September 14, 2023 regular Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Dianna McLean

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

2a. [September 14, 2023 minutes](#)

City of Taylor
Regularly Scheduled City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
September 14, 2023 at 6:00 p.m.

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

Mayor Pro-Tem Gerald Anderson
Council Member Robert Garcia
Council Member Mitch Drummond
Council Member Dwayne Ariola

Tom Yantis, Assistant City Manager
Mark Schroeder, City Attorney
Dianna McLean, City Clerk

Absent: Mayor Brandt Rydell

A MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

A. Library Card Sign Up Month

Councilmember Drummond read the proclamation and presented it to Karen Ellis and members of Friends of the Library.

CITIZENS COMMUNICATION

Terry Burris, Jude Grissom, Janetta McCoy, Frances Sorrow, Windy Ellis

CONSENT AGENDA

1. **Approve minutes from the August 23, 2023 special called City Council meeting and the August 24, 2023 regular City Council meeting.**
2. **Concur with preliminary financials for July 2023.**
3. **Consider bids and award Supplemental Carbon Feed Supply Chemical to supplier.**
4. **Consider Change Order 7 for the Carbon Feed System needed to receive wastewater flows from Samsung, Emergency Belt Press Panel Repair, and E-House delays contract time extension at the Mustang Creek Wastewater Treatment Plant.**
5. **Consider Approval of Auditing Services for the FY2023 Audit with Brooks Watson & Company.**
6. **Consider Resolution R23-31, Automated License Plate Recognition Readers.**
7. **Consider approving Task Order 41 with HDR Engineering for permit expediting services.**
8. **Consider approving purchases for fleet approved in the FY 22-23 and FY 23-24 Budgets to include replacement of three (3) police department units, replacement of #515 Dump Truck (Streets and Grounds), replacement of #540 Prognator (Streets and Grounds), replacement of #539 Skid steer Loader (Streets and Grounds), Shredder for Utility Tractor addition (Streets and Grounds), replacement of #619 (Utility Maintenance), replacement of #620 Backhoe (Utility Maintenance), replacement of #618 Utility Maintenance Truck, replacement of #47 Backhoe (Utility Maintenance), Chevrolet Tahoe addition (City Management).**

Mayor Pro-Tem Anderson announced that item #6 was being pulled from consideration and would be placed on a future agenda.

Motion was made by Councilmember Garcia to approve the consent agenda items 1 – 5 and 7 – 8 as presented. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

9. **Consider Introducing Ordinance 2023-42 establishing Fees for City Services for Fiscal Year 2024.**

Jeff Wood, Chief Financial Officer – This ordinance is to amend the current fee schedule for Fiscal Year 2024. Mr. Wood went over the changes.

The City Attorney read the caption of the Ordinance.

ORDINANCE NO. 2023-42

AN ORDINANCE AMENDING ORDINANCE NO. 2023-31 ADOPTED ON AUGUST 24, 2023 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

10. **Consider awarding engineering services for a FEMA Hazard Mitigation Grant (HMGP) Drainage Project.**

Jim Gray, Public Works Director - Engineering Services must be awarded to help with the application and pre-award grant requirements. Projects targeted for this grant will be the Davis-2nd and Annie Street-2nd. Altogether these projects are estimated to cost \$9-\$10 million dollars. The grant provides 75% funding toward the project with 25% being matched by the city. City received one bid.

Motion was made by Councilmember Garcia to award the grant engineering services to HDR Engineering. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

11. **Consider awarding grant administration services for a FEMA Hazard Mitigation Grant (HMGP) Drainage Project.**

Jim Gray, Public Works Director - Administration Services must be awarded to help with the application and pre-award grant requirements. Projects targeted for this grant will be the Davis-2nd and Annie Street-2nd. The City received two bids.

Motion was made by Councilmember Drummond to award the grant administration services to Langford Community Management. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

12. **Approve quote for Bull Branch Playground Replacement.**

Tyler Bybee, Parks & Rec Director - The current playground at Bull Branch Park was installed 15 years ago and was donated to the City by the T Don Hutto Detention Center. Replacement parts are nonexistent. In January of 2023 the playscape was deemed unsafe and staff placed fencing

and signage around the area. In March of 2023 the old playground was removed. The Parks and Recreation Advisory Board selected "Tree Tops" concept. The Parks board approved the final Tree Tops concept with the addition of a ZipKrooz zip line.

Motion was made by Councilmember Garcia to approve the quote from Whirlix Design Incorporated in the amount of \$229,718.72 and authorize the City Manager to execute all necessary documents. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

Mayor Pro-Tem read the Executive Session items and adjourned into closed session at 6:43pm.

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

- a. MUD 48
- b. FM 973 LLC MUD
- c. Petitions for release from Taylor ETJ
- d. Special Events Policy
- e. Matterhorn Express Pipeline LLC v. City of Taylor

13. Reconvene into open session and take any action.

Mayor Pro-Tem Anderson reconvened into open session at 7:04pm. No action was taken.

ADJOURN

With no further business Mayor Pro-Tem Anderson declared the meeting adjourned at 7:04p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 3

Agenda Title: **Consider Resolution R23-30 appointing the City Manager as the Chief Executive Officer and authorized representative to act in all matters in connections with the FEMA Hazard Mitigation Grant (HMGP) and committing the city to provide matching funds to secure and complete the FEMA Hazard Mitigation Grant.**

Council Action to be taken: Approve Resolution

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

This agenda item provides for the Council to consider approving a resolution that would authorize the City Manager to act in all matters related for a HGMP grant application, committing the city to the 25% matching funds and to complete the HMGP application.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Staff was made aware of a grant opportunity for funding through FEMA Hazard Mitigation Grant Projects (HMGP). This grant opportunity is a 75% grant with 25% match with no max application amount. The main component of this grant opportunity would be to provide assistance for a drainage project.

The funding for the project comes from DR-4705 (2023 Severe Weather Winter Storm Mara) to protect public and or private property within the City to prevent or reduce loss of lives or property.

The main two projects we would target are Annie Street-2nd Street and Davis Street- 2nd Street. Both projects are high on the project list within the master drainage plan, they are located near each other and are two of the largest projects remaining that need funding. Together both projects improve home/properties at 100 locations. The estimated combined cost for the total projects is estimated between \$9 million-\$10 million. The total match at this time is estimated to be at the highest \$2.5 million.

The grant application is due November 3, 2023 and the project will likely be considered for award in late Summer to Fall 2024.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Opportunity to gain funding to address a couple of issues • Prevent future flooding issues	• Have to use a future part of CO for a grant match

4. RECOMMENDATION

Approve resolution R23-30 and submit grant application.

5. FUNDING SOURCE

Bond funding to provide for the matching dollars.

6. TIMELINE

Consider Resolution R23-30
Submit application - November 2023
Grant award estimated Summer -Fall 2024.

7. OTHER OPTIONS (In order of preference)

Do not apply for grant funding. Look at using future bond funds to pay for these projects.

8. ATTACHMENTS

- 3a. [Resolution R23-30](#)
3b. [Master Plan Exhibit](#)- Annie Street & Davis Street Storm Drainage System

RESOLUTION R23-30

A RESOLUTION OF THE CITY OF TAYLOR, TEXAS, APPOINTING THE CITY MANAGER AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THE FEMA HAZARD MITIGATION GRANT (HMGP) PROJECT AND COMMITTING THE CITY TO PROVIDE MATCHING FUNDS TO SECURE AND COMPLETE THE FEMA HAZARD MITIGATION GRANT.

WHEREAS, the City of Taylor, Texas is developing applications for FEMA Mitigation funds for DR-4705 (2023 Severe Winter Storm Mara funds) to protect public and/or private property within the City to prevent or reduce future loss of lives or property; and

WHEREAS, FEMA Mitigation Fund applicants are required to appoint an official to act as the Authorized Representative in all matters in connection with the Mitigation Grant; and

WHEREAS, FEMA Mitigation Fund applicants are required to commit 25% or more matching funds to secure and complete the FEMA Mitigation Grant.

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

- Section 1. That the City of Taylor, Texas is authorized to submit an application for FEMA Mitigation Funds for DR-4705 associated with 2023 Severe Winter Storm Mara.
- Section 2. That the City Manager be appointed the Chief Executive Officer and Authorized Representative to act on behalf of the city in all matters in connection with the FEMA Mitigation Project.
- Section 3. That the City is committing to provide 25% or more matching funds in contribution to the FEMA Mitigation Project.

PASSED AND APPROVED this 28th day of September , 2023.

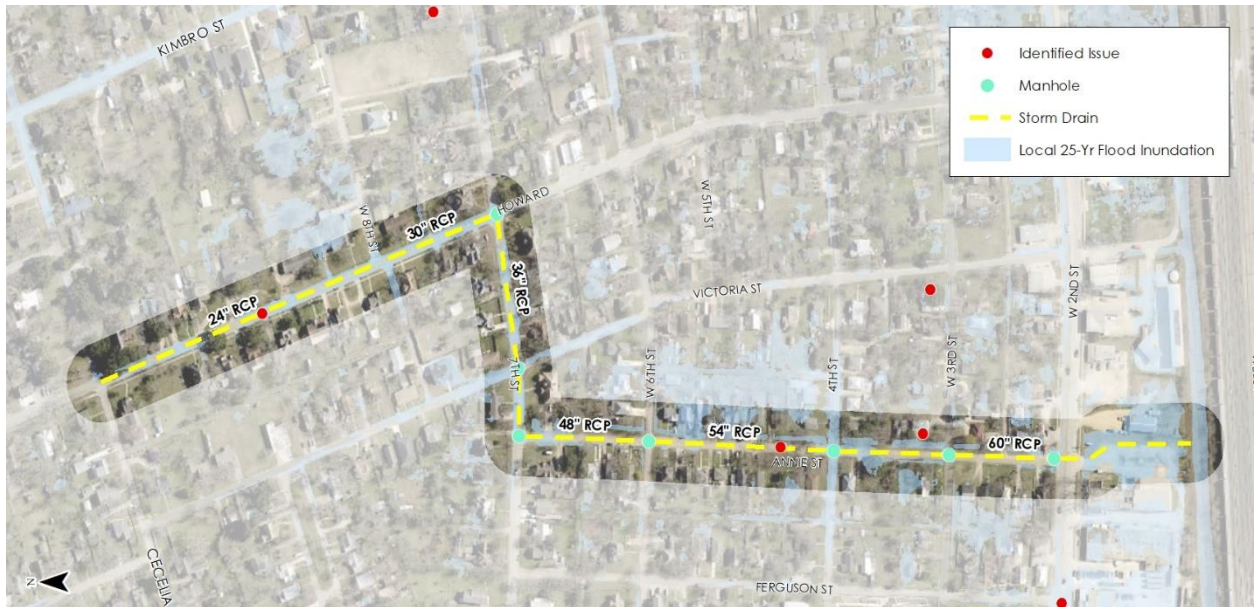
Mayor Brandt Rydell

ATTEST:

City Clerk Dianna McLean

ANNIE STREET STORM DRAINAGE SYSTEM

The Annie Street Storm Drainage System improvements will be located north of 2nd Street along Annie Street to W 7th Street, then along W 7th Street to Howard Street, and then along Howard Street north to Cecelia Street. The system will collect drainage along this corridor that will flow south of 2nd Street to an outfall into the drainage channel located along the north side of the railroad.



FLOOD PROTECTION MEASURES

Annie Street, Victoria Street and Howard Street experience significant ponding during large storm events north of 2nd Street and rainfall in these areas do not have a clear route to the 2nd Street storm drainage system. Flood protection measures to mitigate 25-year Atlas 14 flows include improvements north of 2nd Street and south of 2nd Street.

A storm drain system is proposed starting at the intersection of Howard St and Cecelia St., and discharging in the railroad drainage ditch. Pipe sizes range from a 24" RCP to a 60" RCP. The existing outfall for Annie St. is an existing storm drain system along 2nd St., designed for the 10-yr storm event using USGS rainfall. A new outfall will bypass the 2nd St. storm drain system and carry the Atlas 14, 25-year storm event to the railroad drainage ditch. The proposed system will reduce flooding and allow a clear route for flow to get to the receiving drainage channel. Phased construction can be performed for the sections south of W 7th Street and the sections along W 7th Street and north along Howard Street to Cecelia Street. Since this system will not connect directly into the 2nd Street storm drainage system, it is not recommended to phase improvements south of 2nd Street.

BENEFITS

The following benefits will be provided by the Annie Street Storm Drainage Improvements:

1. Alleviates ponding along local streets where the storm drainage system improvements will be implemented
2. Reduces private property flood concerns along streets in the vicinity of the improvements
3. Phased construction of the improvements north and south of W 7th Street allows for the City to budget the improvements with flexibility

CHALLENGES

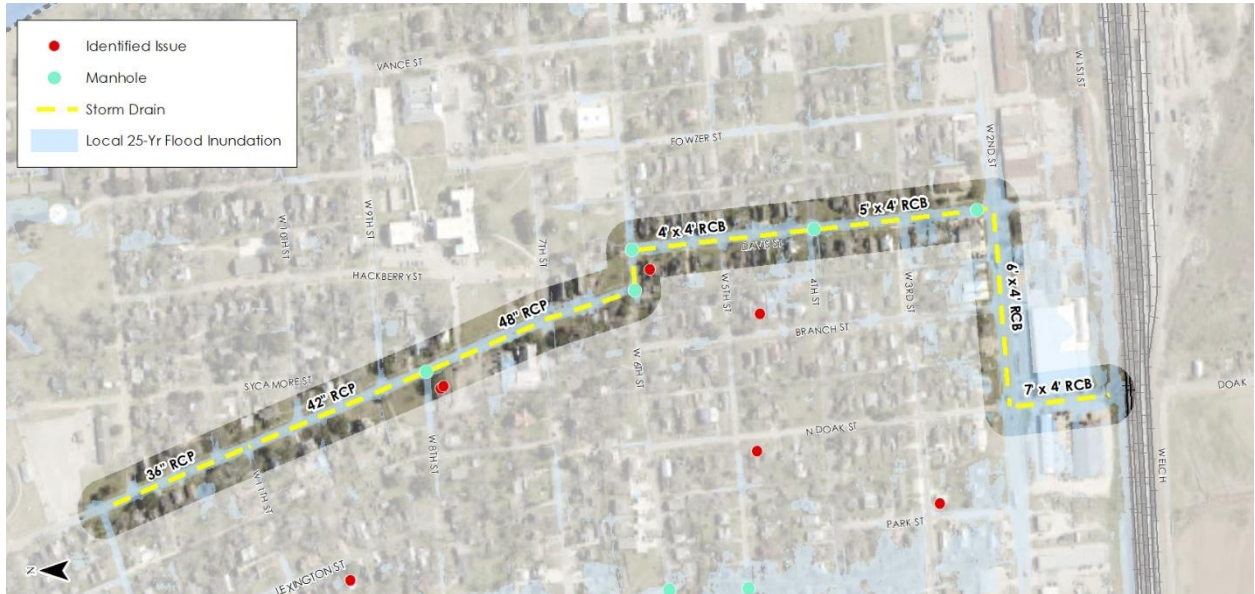
Challenges will be faced as the Annie Street storm drainage improvements are implemented, including impacts to local residents during construction that may include limited access to neighborhood streets and driveways and possible re-routing of traffic along local streets. Additional challenges would include performing storm drainage improvements within TxDOT ROW along 2nd Street, requiring coordination with TxDOT to plan for these improvements and to determine the process and permitting that will be required. Additional challenges would include future maintenance of the storm drainage system and improvements to the railroad drainage ditch.

SUMMARY

The Annie Street storm drainage improvements will address three public input points, benefit up to 85 structures in the vicinity, and improve storm drainage conveyance with over 3,790 linear feet of storm drainage improvements. Local thoroughfares and neighborhood streets will also be improved due to new storm drainage systems that will result in less ponding of water during and after storm events.

DAVIS STREET SOUTH STORM DRAINAGE SYSTEM

The Davis Street South Storm Drainage System improvements will be located along 2nd Street and north along Davis Street to W 8th Street. The system will collect drainage along this corridor that will flow south to 2nd Street and then south of 2nd Street to an outfall into the 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.



FLOOD PROTECTION MEASURES

Davis Street experiences significant ponding during large storm events from W 8th Street to 2nd Street. Flood protection measures to mitigate 25-year Atlas 14 flows include improvements north of 2nd Street and from 2nd Street to the south. These improvements can be phased as a cost savings measure if the south improvements from 2nd Street to the railroad drainage ditch are implemented first:

1. 2nd Street to the railroad drainage ditch – With 25-year Atlas 14 flows, the 2nd Street storm drain system does not have capacity and will be accepting new storm drainage system flows at the Davis Street intersection. Therefore, a new storm drain system is needed to relieve flow from 2nd Street. This system will convey flow along 2nd Street from Davis Street to Doak Street and connect south at the railroad drainage ditch. Box culvert sizes range from 6'x4' RCB to 7'x4' RCB. Channel improvements to the railroad ditch are also needed.
2. North of 2nd Street – A new storm drain system will begin at Davis Street and W 8th Street. The system will follow Davis Street to W 6th Street and then from W 6th Street to the south until it connects into the 2nd Street drainage system. Pipe sizes range from a 48" RCP to a 5'x4' RCB.

BENEFITS

The following benefits will be provided by the Davis Street South Storm Drainage Improvements:

1. Increase storm drainage capacity in the system along 2nd Street and to the north along Davis Street to W 8th Street
2. Alleviates ponding along local streets where the storm drainage system improvements will be implemented
3. Reduces private property flood concerns along streets in the vicinity of the improvements

4. Phased construction of the improvements north and south of 2nd Street allows for the City to budget the improvements with flexibility

CHALLENGES

Challenges will be faced as the Davis Street storm drainage improvements are implemented, including impacts to local residents during construction that may include limited access to neighborhood streets and driveways and possible re-routing of traffic along local streets. Additional challenges would include performing storm drainage improvements within TxDOT ROW along 2nd Street, requiring coordination with TxDOT to plan for these improvements and to determine the process and permitting that will be required. Additional challenges would include future maintenance of the storm drainage system and improvements to the railroad drainage ditch.

SUMMARY

The Davis Street storm drainage improvements will address four public input points, benefit up to 65 structures in the vicinity, and improve storm drainage conveyance with over 4,685 linear feet of storm drainage improvements. Local thoroughfares and neighborhood streets will also be improved due to new storm drainage systems that will result in less ponding of water during and after storm events.



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 4
Agenda Title: Consider Resolution R23-32 nominating a candidate to the Williamson County Appraisal District Board of Directors

Council Action to be taken: Consider Resolution

Department Submitted: City Management

Staff Contact: Dianna McLean, City Clerk

1. PURPOSE/DESCRIPTION

Alvin Lankford, Chief Appraiser of the Williamson County Appraisal District, is requesting nominations by Resolution for one candidate for each position to be filled on the WCAD Board of Directors.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Appraisal District Board of Directors hires the Chief Appraiser and the Taxpayer Liaison Officer; it also sets the budget. The Directors have no authority to set values or appraisal methods and are forbidden from discussing values with the Appraisal District.

There are five voting members and one ex-officio member. The last nomination the City of Taylor made was in 2015.

Eligible candidates must live in Williamson County and must have resided in the District for at least two years immediately preceding the date of appointment. WCAD Board Directors serve a two-year term.

One nomination has been submitted for Council approval, Rick Von Pfeil. Mr. Von Pfeil is agreeable and qualifies to serve on the Appraisal District Board of Directors.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
NA	NA

4. RECOMMENDATION

Adopt Resolution R23-32.

5. FUNDING SOURCE

N/A

6. TIMELINE

Resolution for nominations must be submitted to the Chief Appraiser's office by October 15th.

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

Do not make a nomination.

8. ATTACHMENTS

4a. [Resolution R23-32](#)

4b. [Current members](#)

RESOLUTION R23-32

**A RESOLUTION OF THE CITY OF TAYLOR, TEXAS
NOMINATING A CANDIDATE TO THE WILLIAMSON
COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, Section 6.03(f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson County Appraisal District Board of Directors; and

WHEREAS, the City of Taylor wishes to nominate the following individual(s): Rick Von Pfeil

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Taylor hereby nominates Rick Von Pfeil as a candidate for the Williamson County Appraisal District Board of Directors.

PASSED and APPROVED by the City Council of the City of Taylor, Texas on the 28th day of September, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

• Thursday, November 16, 2023 – 9:00 AM

The Appraisal District Board of Directors Role in the Property Tax System

An Appraisal District Board of Directors hires the Chief Appraiser and the Taxpayer Liaison Officer; it also sets the budget. The Directors have no authority to set values or appraisal methods and are forbidden from discussing values with the Appraisal District. The Chief Appraiser carries out the Appraisal District's legal duties, hires the staff, appraises property, and operates the appraisal office.

Board Members



Jon Lux
Chairman
[Bio](#)



Harry Gibbs
Vice Chairman
[Bio](#)



Lora H. Weber
Secretary
[Bio](#)



Mason Moses
[Bio](#)



Hope Hisle-Piper
[Bio](#)



Larry Gaddes
[Bio](#)

****The Board of Directors do NOT appraise property, hear protests, or make decisions affecting appraisal records.****



Contact Information

-  512-930-3787
-  625 FM 1460
Georgetown TX 78626-8050
-  625 FM 1460
Georgetown, Texas 78626
-  Monday - Friday
8:00 AM - 5:00 PM

Mission Statement

"Our mission is to provide an accurate, fair and cost-effective appraisal roll while maintaining high levels of transparency and giving industry leading customer service to the consumers of our data and services."

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City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 5

Agenda Title: Consider Ordinance 2023-42 Establishing Fees for City Services for Fiscal Year 2024

Council Action to be taken: Consider Adoption of Ordinance 2023-42

Department Submitted: Finance

Staff Contact: Jeffrey Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

This agenda item is to consider the adoption of Ordinance 2023-42 to amend the fee schedule for Fiscal Year 2024.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The proposed Ordinance 2023-42 is amending Ordinance 2023-31 to establish the fee schedule for FY 2024.

The following departments made changes to their respective fees:

- Airport
- Animal Control
- Cemetery
- Fire Department
- Miscellaneous
- Parks and Recreation
- Planning & Development Services, Engineering and Construction
- Impact Fees
- Solid Waste Collection
- Utilities

The proposed fee schedule and summary of changes were presented to Council on September 14, 2023; and Ordinance 2023-42 was introduced. All other fees will remain unchanged.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Revise fee schedule to maintain fees at a level commensurate with their respective cost of services. • Account for new services and remove services no longer offered.	• If unrevised for FY 2024, more substantial changes may be required in the future to compensate for any cost of service deficits. • Without an increase in fees, some departments may not have enough funding.

4. RECOMMENDATION

Staff recommends that Council adopt Ordinance 2023-42 to establish fees for city services for FY 2024.

5. FUNDING SOURCE

N/A

6. TIMELINE

Ordinance 2023-42 was introduced on September 14th. Staff recommend adoption of the ordinance at the September 28th meeting so that the effective date for the new fee schedule can be October 1, 2023.

7. OTHER OPTIONS (In order of preference)

Council can amend the amount of fees proposed or any other fee on the fee schedule.
Council can take no action and leave the fee schedule as it currently is.

8. ATTACHMENTS

- 5a. [Fee Ordinance 2023-42](#)
5b. [Exhibit A – FY 2024 Fee Schedule](#)

ORDINANCE NO. 2023-42

**AN ORDINANCE AMENDING ORDINANCE NO. 2023-31 ADOPTED
ON AUGUST 24, 2023 BY CHANGING CERTAIN RATES AND
OTHER SERVICES PROVIDED BY THE CITY.**

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

SECTION 1.0 That the rates and fees for services provided by the city, for the support of the general government of the City of Taylor, Texas be amended in accordance with the changes shown in the attached Exhibit A – FY 2024 Fee Schedule.

SECTION 2.0 That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to Ordinance No. 2023-31.

SECTION 3.0 All other provisions of Ordinance No. 2023-31 shall remain in full force and effect.

SECTION 4.0 In accordance with Article VIII of the City Charter, Ordinance 2023-42 was introduced before the Taylor City Council on the 14th day of September, 2023.

SECTION 5.0 This Ordinance shall be in full force and effect beginning October 1, 2023.

PASSED, APPROVED, and ADOPTED on the _____ day of September 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark J. Schroeder, City Attorney

City of Taylor - FY 2024 Fee Schedule for City Services

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Taylor Municipal Airport Fee Schedule

1. Hanger and Tie Down Rental

	<u>Inventory</u>	<u>Monthly Fee</u>
A. Hangar A	9 Units	\$ 298
B. A-6 (Airport Equipment)	1 Unit	\$ -
C. Hangar B	6 Units	\$ 199
D. Hangar C	12 Units	\$ 416
E. C-A (Airport Storage)	1 Unit	\$ -
F. C-B (Building Maintenance)	1 Unit	\$ 280
G. Hangar D	12 Units	\$ 416
H. D-A (Fleet Maintenance)	1 Unit	\$ 280
I. D-B (Building Maintenance)	1 Unit	\$ 280
J. Hangar E	8 Units	\$ 416
K. E-1 & E-7	2 Units	\$ 502
L. E-6 & E-12	2 Units	\$ 559
M. Hangar F	12 Units	\$ 434
N. Hangar F-6A	1 Units	\$ 280
O. Tie Downs	25	\$ 65
P. New Tie Downs	17	\$ 65
Q. Over Night Tie Downs - per night if no fuel is purchased	4	\$ 11
R. Late Payment fee, if not paid by due date		10%
S. Long Term ground lease for hangar construction		as negotiated

2. Fuel Sales

- A. AV Gas LL100. Fee is determined by the City Manager.
- B. Jet A. Fee is determined by the City Manager.

Animal Control Fee Schedule

	<u>Fee</u>
1. <u>Animal Adoption</u>	\$ 80
2. <u>Annual Animal Registration</u>	
A. If registration is done by veterinarian , the veterinarian retains \$1.50 of the fee and remits remainder to the City. All veterinarian costs incurred are passed on to the owner.	
B. Dog/Cat - Altered (Spayed or neutered) proof is required. Fee is per tag.	\$ 5
C. Dog/Cat - Unaltered (Not spayed or neutered). Fee is per tag.	\$ 25
3. <u>Boarding Fees (on or off-site)</u> . Fee is per day.	\$ 15
4. <u>Chicken Permit</u>	\$ 20
Please refer to City of Taylor, Code of Ordinances, Chapter 4 for definitions and guidelines regarding chickens. The Code of Ordinances is available on the City of Taylor website.	
5. <u>Dangerous Dog/Vicious Animal Registration</u>	\$ 50
Please refer to City of Taylor, Code of Ordinances, Chapter 4 for definitions and procedures regarding dangerous dogs/vicious animals. The Code of Ordinances is available on the City of Taylor website. Fee is per animal, per year.	
6. <u>Owner Surrender</u>	
A. Animal- Animal is heartworm negative, current on vaccinations, altered and deemed adoptable by Animal Control Supervisor. Fee is per occurrence.	\$ 40
B. Animal- Animal is heartworm negative and deemed adoptable by Animal Control Supervisor, however needs vaccinations and/or alteration. Fee is per occurrence.	\$ 80
C. <u>Litters</u> (under 10 weeks of age)	\$ 60
7. <u>Pet Carrier</u> cardboard box. Fee is per box.	\$ 3
8. <u>Impound fee</u>	
A. Live Animal. Fee is per occurrence.	\$ 35
B. Live Animal - After Hours. Fee is per occurrence.	\$ 50

Taylor City Cemetery Fee Schedule

Fee

1. Grave Digging Fees

A. Normal Size	Monday-Friday 9am - 3:30pm	\$	1,800
B. Normal Size	Saturdays	\$	1,975
C. Infant or Ashes	Monday-Friday 9am - 3:30pm	\$	950
D. Infant or Ashes	Saturdays	\$	1,050
E. Oversize	Monday-Friday 9am - 3:30pm	\$	2,200
F. Oversize	Saturdays	\$	2,400
G. Disinterment	Monday-Friday 9am - 3:30pm	\$	2,600
H. Disinterment	Saturdays	\$	3,000

2. Sale of Cemetery Spaces

A. Adult	\$	1,600
B. Infant/Child or Ashes	\$	800
C. Deed Issuance (Filing Fee)	\$	50

3. Other Fees

A. Location & marking of gravestone	\$	50
B. Location & marking of family stone or bench	\$	80
C. Transfer of lots/spaces by grantee	\$	100

4. Headstone Leveling

A. Small Single Grave Flat Stone	\$	150
B. Large Flat Stone	\$	250
C. Upright Stone (Price may vary due to size)	\$	500

Taylor Fire Department Fee Schedule

Fee

1. Fire Department Permits/Fees

A. False Fire Alarm (residential or commercial after 3rd alarm). Fee is per occurrence.	\$	50
Special Events (includes plans review and inspection; includes events on public or private property)	\$	100
B. Outdoor burn in city limits - Approved application	\$	50
D. Outdoor burn in city limits - Illegal (see Ordinance 2012-18 for penalty)		Fine
E. Hydrant Flow Test (Taylor Fire Dept. Conducted)	\$	100
F. Hydrant Flow Test (Taylor Fire Dept. Witnessed)		No Charge

2. Inspections

A. Annual Fire Safety Inspection (Commercial Businesses)		No Charge
B. Annual Fire Safety Inspection (Commercial Businesses - First and Second Re-Inspection)		No Charge
C. Assisted Living Facility Inspection	\$	50
D. Day Care Facility Inspection	\$	50
E. Nursing Home Inspection	\$	100
F. Hospital Inspection	\$	100
G. Foster/Adoption Home Inspection	\$	25
H. Mobile/Food Trailer Inspection	\$	35

Following fees to be paid in advance by licensed company who is applying for the permit:

3. Plans Review

A. Fuel Distribution: Dispenser, Tank or Pipe Installation Plans Review	\$	100
B. Fuel Distribution: Dispenser, Tank or Pipe Installation inspection / Test	\$	50
C. First Re-Inspection		No Charge
D. Second and Each Subsequent Re-Inspection	\$	100
E. Fire Suppression System Plans Review (NFPA 13). Fee is per each system.	\$	300
F. Fire Suppression System Plans Review (NFPA 13D & 13R). Fee is per each system.	\$	100
G. Fire Suppression System Inspection / Test / Acceptance Test < 200 Heads	\$	100
H. Fire Suppression System Inspection / Test / Acceptance Test > 200 Heads. Fee is per each head.	\$	0.50
I. First Re-Inspection		No Charge
J. Second and Each Subsequent Re-Inspection	\$	200
K. Fire Alarm System Plan Review. Fee is per each system.	\$	100
L. Fire Alarm System /test/acceptance test (up to 25 initial devices)	\$	50

Taylor Fire Department Fee Schedule

	<u>Fee</u>
M. Fire Alarm System /test/acceptance test (every device beyond 25). Fee is per device.	\$ 0.50
N. First Re-Inspection	No Charge
O. Second and Each Subsequent Re-Inspection	\$ 100
P. Kitchen vent hood suppression system plan review	\$ 50
Q. Kitchen vent hood suppression system / test /acceptance test	\$ 50
R. First Re-Inspection	No Charge
S. Second and Each Subsequent Re-Inspection	\$ 100
T. LP tank storage installation plan review	\$ 100
U. LP tank storage inspection / test / acceptance	\$ 50
V. First Re-Inspection	No Charge
W. Second and Each Subsequent Re-Inspection	\$ 100
X. Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.) plan review	\$ 100
Y. Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.)	\$ 50
Z. Building Plans, Site Plan, or Subdivision Plan Review, each.	\$ 100
AA. Fire Final Inspection	\$ 100
BB. Certificate of Occupancy Inspection (Existing building with no plans review)	\$ 50

4. Fines for Negligent or Irresponsible Actions

- 1 A fine shall be charged for negligent, irresponsible, or otherwise unacceptable and malicious acts.
- 2 Charges may be filed in Municipal Court by the Taylor Fire Department, and a fine may be assessed.
- 3 Fines for such acts shall be assessed as follows:
 - Misadventure and/or Deliberate Risk taking (each incident) \$200 minimum plus Municipal Court Costs, if any.
 - Failure to respond to Lawful Warning or Order (each occurrence) \$200 minimum plus Municipal Court Costs, if any.
 - Injury to Fire Personnel due to deliberate act (each injury) - Any and all medical costs incurred by the employee, rehabilitation costs, loss of income, and any further compensation that may be necessary.
 - Damage to Fire Apparatus, equipment or property due to a deliberate act (each item)-The replacement cost of the individual item (see list).
- 4 Outdoor Burn Fee (illegal) - Any burning that violates the city ordinance or state law not allowing burning thirty minutes before dawn or thirty minutes after dusk (see Ordinance 2012-18 for Penalty).

Taylor Fire Department Fee Schedule

Fee

Note: The following list is not all-inclusive of equipment that may be damaged or contaminated during the course of a response effort.

Following fees may be assessed for Fire/EMS service at which the Taylor Fire Department responded. The same fees may be charged for specialized use - such as but not limited to movie production or stand-by services.

5. Apparatus

A. Aerial Apparatus (staffed with at least 2 personnel). Fee is per truck, per hour.	\$	600
B. Brush Truck (staffed with at least 2 personnel) Fee is per truck, per hour.	\$	325
C. Chief Vehicle (staffed with at least 1 person). Fee is per hour.	\$	150
D. Class A Pumper (Type I, II, or similar staffed with at least 2 personnel). Fee is per truck, per hour.	\$	450
E. Command Unit (staffed with at least 1 person). Fee is per hour.	\$	150
F. Heavy Rescue Truck (staffed with 2 personnel). Fee is per truck, per hour.	\$	500
G. Medical Response Vehicle (staffed with 2 personnel). Fee is per truck, per hour.	\$	150
H. Rehab (staffed with 1 personnel). Fee is per hour.	\$	75
I. Tender Apparatus (staffed with at least 2 personnel). Fee is per truck, per hour.	\$	350

6. Personnel

A. Fire Inspectors. Fee is per hour.	\$	35
B. Fire Investigators. Fee is per hour.	\$	75
C. Firefighter/EMT. Fee is per hour.	\$	35
D. Haz-Mat Tech. Fee is per hour.	\$	40
E. Incident Commander. Fee is per hour.	\$	75
F. Swift Water Team. Fee is per hour.	\$	200

7. Equipment and Supplies

Equipment and supplies includes items such as water, foam, tools, hose, fuel, PPE, medical supplies, and any other item that is used or damaged as part of a response. Cost +10%

The following Fire/EMS fees are assessed and may be recovered by a loss recovery contractor as provided in Ordinance 2010-15:

Taylor Fire Department Fee Schedule

	<u>Fee</u>
8. Motor Vehicle Incidents	
Level 1- Provides hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.	\$ 435
Level 2- Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. Billed at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.	\$ 495
Level 3- Car Fire Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.	\$ 605
Level 4- Includes Level 1 & 2 services as well as extraction (heavy rescue tools, ropes, airbags, cribbing, etc.) Billed at this level if the fire department has to free/remove anyone from the vehicle(s) using any equipment. Will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. The level is to be billed only if equipment is deployed.	\$ 1,800
Level 5- Includes Level 1, 2 & 4 services as well as Air Care (multi-engine company response, mutual aid, helicopter). Billed at this level any time a helicopter is utilized to transport the patient(s).	\$ 2,200
Level 6- Itemized Response: The city has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.	

Taylor Fire Department Fee Schedule

	<u>Fee</u>
<u>9. Hazmat</u>	
Level 1- Basic Response: Claim will include engine response, first responder assignment, perimeter established, evacuations, set-up and command.	\$ 700
Level 2- Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.	\$ 2,500
Level 3- Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of materials and contaminated equipment and material used at scene. Includes 3 hours of on scene time - <i>each additional hour @ \$300.00/Hazmat team.</i>	\$ 5,900
<u>10. Pipeline Incidents/Power Line Incidents</u>	
*Includes, but not limited to : Gas, Sewer, Septic to Sewer, and Water Pipelines	
Level 1- Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command. Includes inspection without damage or breakage.	\$ 400
Level 2- Intermediate Responses: Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, set-up and command. May include Hazmat team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair.	\$ 1,000

Taylor Fire Department Fee Schedule

Fee

Level 3- Itemized Claim Charges

Advanced Response: Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command. May include Hazmat team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair to intermediate to major pipeline damage. May include set-up and removal or decon center, detection, recovery and identification of material. Disposal and environment clean up.

11. Fire Investigation

Fire Investigation Team-

\$ 275

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only. Fee is per hour.

Includes: Scene Safety, Investigation, Source Identification, K-9/Arson Dog Unit, Identification Equipment, Mobile Detection Unit, and Fire Report.

12. Fires

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized per person, at various pay levels for itemized products used.

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident:

- | | |
|--|--------|
| A. Assignment- | \$ 400 |
| B. Includes: Scene Safety, Investigation, Fire/Hazard Control. Fee is per hour, per truck. | \$ 500 |

13. Water Incidents

Level 1-

\$ 400

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident. Fee is per hour, per rescue person.

Taylor Fire Department Fee Schedule

Level 2-	\$	<u>Fee</u> 800
Intermediate Response: includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. The City will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident. Fee is per hour, per rescue person.		
Level 3-		\$2,000
Advanced Response: includes Level 1 and Level 2 services as well as D.A.R.T activation, donning breathing apparatus and detection equipment. Setup and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment cleanup. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Add \$50 per hour, per rescue person plus \$100 per hour per Hazmat team member to the fee.		
Level 4-		
Itemized Response: The City has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.		
<u>14. Back Country or Special Rescue</u>		
A. Minimum: \$400 for the first response vehicle + \$50/hr per rescue person.		
B. Additional Rates: \$400/hr per response vehicle and \$50/hr per rescue person.		
C. Itemized Response: each incident will be billed with custom mitigation rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.		
<u>15. Chief Response:</u>	\$	250
This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident. Fee is per hour.		
<u>16. Miscellaneous:</u>		
A. Engine. Fee is per hour.	\$	400
B. Truck. Fee is per hour.	\$	500
C. Miscellaneous equipment. Fee is per hour.	\$	300

Taylor Fire Department Fee Schedule

Fee

Mitigation Rate Notes

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided. These average mitigation rates were determined by itemizing costs for typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortize schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates(an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

Taylor Public Library Fee Schedule

1. Library Meeting Room

Should there be damages or cleaning needed, the deposit will NOT be refunded. In addition to the deposit, charges to defray clearing or repairs or loss of equipment will be charged to the responsible group.

	Fee
A. Refundable Deposit	\$ 200
B. Individuals/Non Profit - First two hours.	\$ 50
C. Individuals/Non Profit - Each additional hour.	\$ 25
D. Business/Commercial - First two hours.	\$ 100
E. Business/Commercial - Each additional hour.	\$ 50

2. Library Fees

A. Library card - Non-resident Individual. Fee is per year.	\$ 10
B. Library card - Non-resident Family. Fee is per year.	\$ 25
C. Library card - Resident	No Charge
D. Library card - replacement (1st replacement)	\$ 2
E. Library card - subsequent replacement cards	\$ 5
F. Copies - Black & White. Fee is per impression.	\$ 0.10
G. Copies - Color. Fee is per impression.	\$ 0.25
H. Overdue book. Fee is per day with a \$5 maximum.	\$ 0.10
I. Lost or damaged book	Cost to replace/repair
J. Processing fee for lost or damaged book(s). Fee is per book, non-refundable.	\$ 5
K. PayPal online processing fee	\$ 1

Miscellaneous Fees and Permits

	<u>Fee</u>
1. <u>Taxicab</u>	
A. Vehicle permit fee. Fee is per vehicle.	\$ 150
B. Taxicab driver's permit. Fee is per year.	\$ 25
C. Horse drawn carriage permit. Fee is per 6 months	\$ 25
D. Non-Motorized (Ex. Pedal Cabs). Fee is per vehicle.	\$ 25
2. <u>Street Closures</u>	
A. Special Events (non-parade, non-filming)	\$ 75
B. Parade	\$ 75
3. <u>Special Events</u>	
Special event fees will be calculated based on the planned event activities, staffing requirements and whether any street closure(s) are required. Fee will be individually calculated.	
4. <u>Processing Fee for Credit Card Payments made in-house or online.</u>	\$3 or 3%
Rate varies depending on transaction type.	
5. <u>Film Production Fees</u>	
Activity:	Fee per Calendar Day
A. Film Application Fee.	\$ 25
B. Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$ 500
C. Partial, non-disruptive use of a public building, park, right-of-way, or public	\$ 250
D. Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 50
E. Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 25
F. Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles.	\$ 50
G. Filming (+min of one police officer & vehicle at rates specified under police Dept. Fees).	\$ 250

Parks & Recreation Department Fee Schedule

	<u>Refundable</u> <u>Deposit</u>	<u>Fee</u>
<u>Public Facility Rental</u>		
1. Murphy Park:		
A. Upper Pavilion - Resident (per day)	\$ 100	\$ 150
B. Lower Pavilion - Resident (per day)	\$ 75	\$ 130
C. Upper Pavilion - Non-Resident (per day)	\$ 100	\$ 185
D. Lower Pavilion - Non-Resident (per day)	\$ 75	\$ 165
E. Upper Pavilion - Non-Profit (per day)	\$ 100	\$ 75
F. Lower Pavilion - Non-Profit (per day)	\$ 75	\$ 65
2. Robinson Park: Pavilion (per day)		\$ 35
3. Bull Branch Park: Pavilion (per day)		\$ 35
4. Taylor Regional Park: Pavilion (per day)		\$ 35
5. Heritage Square: Amphitheater		
A. half day (less than 4 hours)	\$ 500	\$ 125
B. full day (4 hours or more)	\$ 500	\$ 250
C. half day (non-profit rate*)	\$ 500	\$ 62.50
D. full day (non-profit rate*)	\$ 500	\$ 125
6. Heritage Square: Pavilion		
A. half day (less than 4 hours)	\$ 300	\$ 75
B. full day (4 hours or more)	\$ 300	\$ 150
C. half day (non-profit rate*)	\$ 300	\$ 37.50
D. full day (non-profit rate*)	\$ 300	\$ 75
*Non-profit renter must be able to produce proof of non-profit status.		
7. Dickey-Givens Community Center		
A. 1/2 Day (6 Hours) - Resident	\$ 200	\$ 120
B. Whole Day (11 Hours) - Resident	\$ 200	\$ 240
C. Additional Two Hours Fri/Sat Only - Resident		\$ -
D. 1/2 Day (6 Hours) - Non-Resident	\$ 300	\$ 160
E. Whole Day (11 Hours) - Non-Resident	\$ 300	\$ 260
F. Additional Two Hours Fri/Sat Only - Non-Resident		\$ 80
G. 1/2 Day (6 Hours) - Non-Profit	\$ 200	\$ 75
H. Whole Day (11 Hours) - Non-Profit	\$ 200	\$ 125
I. Additional Two Hours Fri/Sat Only - Non-Profit		\$ -

Parks & Recreation Department Fee Schedule

Fee

8. Public Property

- A. Long term rental of space on public property for commercial purposes. As Negotiated

Recreation Fees

9. Swimming Pool Admission: (Doris Roznovak Aquatic Center)

- | | | |
|----|-------------------------------|-------|
| A. | Children (3 and under) | Free |
| B. | Children (4 to 12 years old) | \$ 2 |
| C. | Adults (13 to 59 years old) | \$ 3 |
| D. | Seniors (60 and over) | \$ 2 |
| E. | Family Passes - 30 admissions | \$ 45 |
| F. | Family Passes - 60 admissions | \$ 90 |

10. Pool Rental for Parties:

The YMCA will pay the City the regular admission price paid for each person attending parties.

11. Pool use for daycares and day camps:

The YMCA will pay the City the regular admission price paid for each daycare child or day campers attending the pool.

12. Pool use for YMCA members:

The YMCA will pay the City appropriate gate fee for each member of the YMCA attending the

13. Swim Lessons:

The YMCA will pay the City \$5.00 for each swim lesson participant.

General Use of Athletic Fields:

14. Taylor Regional Park & Sports Complex

- | | | |
|----|---|--------|
| A. | Deposit | \$ 100 |
| B. | Hourly Use. Fee is per hour, per field. | \$ 25 |
| C. | Hourly Use with lights. Fee is per hour, per field. | \$ 45 |
| D. | Gate fee. Fee is per participating team. | \$ 10 |

15. Robinson Ballfield

- | | | |
|----|---|-------|
| A. | Maintenance to field outside regular operating hours. Fee is per hour at the request of the renter. | \$ 34 |
| B. | Rental Fee w/no lights (per 2.5 hour block) | \$ 35 |
| C. | Rental Fee with lights (per 2.5 hour block) | \$ 45 |

Parks & Recreation Department Fee Schedule

	<u>Fee</u>
16. Recovery fee (ALL City fields) - All sports included. Fee is per person, per season.	\$ 5
17. Athletic Fields (Taylor Regional Park & Sports Complex Only-Baseball/Softball only)	
A. Field attendants (minimum of 2 attendants). Fee is per attendant, per hour.	\$ 17
B. Lights. Fee is per field.	\$ 50
C. Rentals. Fee is per field, per day.	\$ 100
D. Field Re-drag/Re-chalk. Fee is per field, per drag/chalk.	\$ 25
18. Football and Soccer Fields	
A. Field Rental. Fee is per field, per day.	\$ 150
B. Lights. Fee is per field.	\$ 50
19. Concession Stand (Taylor Regional Park & Sport Complex)	
Concession Rentals pay 10% of gross receipts.	
20. Vendors (Must obtain permission prior to event)	
A. With Electricity. Fee is per day.	\$ 35
B. No electricity. Fee is per day.	\$ 25
21. Memorial Field (Stadium)	
A. Field Rental (Season packages are available) Fee is per day.	\$ 150
B. Lights. Fee is per day.	\$ 50

Planning, Development Services, Engineering & Construction

Fee

-All permits submitted through MyGovernmentOnline will be assessed a \$15 Technology Fee.

-Properties located within a Neighborhood Empowerment Zone may be eligible for a 50% reduction in the following fees:

Zoning, Platting, Site Plan, Building, Plumbing, Mechanical, Electrical, Gas, Foundation and Roof.

The 50% reduction in fees within the Neighborhood Empowerment Zone *does not* apply if it involves work without a permit.

-All building permits include two plan reviews. The third and subsequent plan reviews require a separate plan review fee to be paid before each and every subsequent plan review will be conducted.

-For the purposes of permit fees floorspace is measured externally as a gross floor area.

Building Permits

Residential (Fees collected at time of application)

1. New Residential and Residential Additions including attached car port

(excludes multi-family greater than 4 units and mixed use)

- | | | |
|---|----|------|
| A. <u>Plan Review Fee</u> (collected at time of application). Fee is per square foot. | \$ | 0.15 |
| B. <u>Permit Fee</u> (collected upon permit approval). Fee is per square foot.
(includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per square foot each) | \$ | 1.00 |

The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of \$55.

2. Residential Accessory Structure 200 sq.ft. and greater

- | | | |
|--|----|------|
| A. <u>Plan Review Fee</u> (collected at time of application). Fee is per sq. ft. or \$75, whichever is greater. | \$ | 0.15 |
| B. <u>Permit Fee</u> (collected upon permit approval). Fee is per square foot.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per sq. ft.) | \$ | 1.00 |

Planning, Development Services, Engineering & Construction

Fee

The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of \$55.

3. Residential Remodel

(excludes multi-family greater than 4 units and mixed use)

- | | | |
|---|----|------|
| A. <u>Plan Review Fee</u> (collected at time of application) | \$ | 75 |
| B. <u>Permit Fee</u> (collected upon permit approval). Fee is per sq. ft.
(Includes Building, Electrical, Plumbing and Mechanical - \$0.25 per sq. ft. each) | \$ | 0.75 |

The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of \$55.

4. Residential Manufactured Home

- | | | |
|--|----|------|
| A. <u>Plan Review Fee</u> (collected at time of application) | \$ | 75 |
| B. <u>Permit Fee</u> (collected upon permit approval). Fee is per sq. ft.
(Includes Building, Electrical, Plumbing and Mechanical - \$0.125 per sq. ft. each) | \$ | 0.50 |

The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of \$55.

5. Manufactured Home Park

- | | | |
|---|----|-----|
| A. Manufactured Home Park - additions or alterations to spaces. Fee is per space. | \$ | 25 |
| B. Manufactured Home Park - original permit application | \$ | 400 |
| C. Manufactured Home Park License (annual fee - 10 spaces or less) | \$ | 250 |
| D. Manufactured Home Park License (annual fee - greater than 10 spaces) | \$ | 500 |

Commercial (Fees collected at time of application)

6. New Commercial and Commercial Additions

(Includes multi-family greater than 4 units and mixed use)

- | | | |
|--|----|------|
| A. <u>Plan Review Fee</u> (collected at time of application). Fee is per square foot. | \$ | 0.15 |
| B. <u>Permit Fee</u> (collected upon permit approval). Fee is per square foot.
(Includes Building, Electrical, Plumbing and Mechanical - \$0.25 per sq. ft. each) | \$ | 1.00 |
| C. <u>Multi-family Fee</u> . Fee is per multi-family unit. | \$ | 200 |

Planning, Development Services, Engineering & Construction

Fee

The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of \$75.

7. New Commercial - Shell Building & Tenant Finish Out

- | | | |
|--|----|------|
| A. <u>Plan Review Fee</u> (collected at time of application). Fee is per square foot. | \$ | 0.15 |
| B. <u>Permit Fee</u> (collected upon permit approval). Fee is per square foot.
(Includes Building, Electrical, Plumbing and Mechanical - \$0.20 per sq. ft. each) | \$ | 0.80 |

The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of \$75.

8. Commercial Remodel

(Includes multi-family greater than 4 units and mixed use)

- | | | |
|--|----|------|
| A. <u>Plan Review Fee</u> (collected at time of application). Fee is per square foot. | \$ | 0.15 |
| B. <u>Permit Fee</u> (collected upon permit approval). Fee is per square foot.
(Includes Building, Electrical, Plumbing and Mechanical - \$0.25 per sq. ft. each) | \$ | 0.75 |

The permit fee includes an initial inspection and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of \$75.

9. Commercial Accessory Structure - 120 sq ft and greater

- | | | |
|---|----|------|
| A. Review Fee | \$ | 95 |
| B. Per sq. ft. + Plan Review Fee & Inspection Fee | \$ | 0.60 |

10. Cell Towers

- | | | |
|-------------------------------------|----|-----|
| A. Plan Review Fee + Inspection Fee | \$ | 500 |
|-------------------------------------|----|-----|

11. Electrical Permits

- | | | |
|---|----|-----|
| A. <u>Residential Stand Alone</u> . Fee + Inspection Fees. | \$ | 40 |
| B. <u>Commercial Stand Alone</u> . Fee + Inspection Fees + Standard Commercial Plan Review Fee. | \$ | 60 |
| C. <u>Solar Panels</u> . Fee + Inspection Fees. | \$ | 145 |

Planning, Development Services, Engineering & Construction

Fee

12. Mechanical Permits

- | | | |
|---|----|----|
| A. <u>Residential Stand Alone</u> . Fee + Inspection Fees. | \$ | 50 |
| B. <u>Commercial Stand Alone</u> . Fee + Inspection Fees + Standard Commercial Plan Review Fee. | \$ | 75 |

13. Plumbing Permits

- | | | |
|---|----|----|
| A. <u>Residential Stand Alone</u> . Fee + Inspection Fees. | \$ | 40 |
| B. <u>Commercial Stand Alone</u> . Fee + Inspection Fees + Standard Commercial Plan Review Fee. | \$ | 75 |
| C. <u>Lawn Irrigation System</u> . Fee + Inspection Fees. | \$ | 75 |

14. Sign Permits (Fees collected at time of application)

- | | | |
|---|----|-----------|
| A. <u>Banner</u> (non-profit, faith-based, governmental, and service clubs are exempt from paying the fee) | \$ | 25 |
| B. <u>New Sign or Sign Re-Facing</u> . Application Fee. | \$ | 75 |
| C. <u>Freestanding Signs over 8ft Tall</u> | \$ | 180 |
| D. <u>Internally Illuminated Signs</u> | \$ | 180 |
| E. <u>Master Plan sign Proposal</u> . Fee + \$25 for each sign within the master plan | \$ | 250 |
| F. <u>Sandwich Board/A-Frame Signs in Downtown sign area</u> . Plan review for size and placement standards only. | | No charge |
| G. <u>Sign Re-Inspection Fee</u> for each reinspection after the first inspection | \$ | 55 |

15. Miscellaneous Permits (Fees collected at time of application)

- | | | |
|--|----|-----|
| A. <u>Car Port</u> (non-conforming) Special Use Permit required. | | |
| B. <u>Certificate of Occupancy - Commercial</u> (Includes customer service inspection - CSI). Fee + inspection fees. | \$ | 80 |
| C. <u>Customer Service Inspection (CSI) - Residential</u> | \$ | 80 |
| D. <u>Demolition</u> . Fee + inspection fees. | \$ | 25 |
| E. <u>Driveway Approach</u> . Fee + inspection fees. | \$ | 40 |
| F. <u>Fence (over 6 ft tall)</u> . Application Fee. | \$ | 75 |
| G. <u>Foundation Leveling and Repair</u> . Fee + inspection fees. | \$ | 40 |
| H. <u>Mobile Food Vendors and Food Courts</u> . Fee + inspection fees. | \$ | 150 |

Planning, Development Services, Engineering & Construction

	<u>Fee</u>
I. <u>Peddler & Solicitor</u> . Fee is per each application + \$50 for each person. Permit valid for 6 months.	\$ 60
J. <u>Residential Swimming Pool, Spa & Sauna</u> . Fee + plan review + inspection fees.	\$ 100
K. <u>Commercial Swimming Pool</u> . Fee + plan review + inspection fee.	\$ 250
L. <u>Porch, Patio or Deck</u> . Fee + plan review fee + inspection fee.	\$ 40
M. <u>Work in the City Right-of-Way (no engineering review)</u> . Fee + inspection fees.	\$ 50
N. <u>Work in the City Right-of-Way (with engineering review)</u> . Fee + 1% of project cost + engineering inspection fees.	\$ 50
O. <u>Roof Permit</u> . Fee + Inspection fee and plan review fee, if required.	\$ 40
P. <u>Streamlined Site Development Plan</u>	\$ 100
Q. <u>Temporary Construction Trailer, Temporary Sales Office</u> . Fee + plan review + inspection fee.	\$ 100
R. <u>Backup Generator Permit</u> . Fee + plan review + inspection fees.	\$ 145
S. <u>Tree Removal Permit</u> . Fee + inspection fees.	\$ 60
T. <u>Solar Panels</u> . Fee + Inspection Fees.	\$ 145

16. Inspection Fees

A. Initial Inspection (Residential)	\$ 55
B. Each Re-inspection (Residential)	\$ 55
C. Emergency Inspection (Residential)	\$ 95
D. Initial Inspection (Commercial)	\$ 75
E. Each Re-inspection (Commercial)	\$ 75
F. Emergency Inspection (Commercial)	\$ 125
G. Medical Gas Inspections/Re-inspections	\$ 250

Any inspection fee shall be charged for cancellations of inspections on the same day as the scheduled inspection date.

Planning, Development Services, Engineering & Construction

Fee

17. Engineering Inspections

A. First 100 acres. Fee is per acre.	\$	1,500
B. Next 150 acres. Fee is per acre.	\$	750
C. All acres over 250 acres + off site infrastructure. Fee is per acre.	\$	325
Each infrastructure item (i.e. streets, drainage, water, wastewater). Fee is per	\$	7.50
D. linear foot.		

18. Fees for Work Without a Permit

- A. Work without a permit - First Offense - Double the permit fee.
- B. Work without a permit - Second and subsequent offenses filed in municipal court
- Triple the permit fee + citation.

19. Standard Plan Review Fees

A. Residential Plan Review	\$	75
B. Commercial Plan Review	\$	95

20. Standard Expedited Plan Review Fee (building permit only)

A. Expedited Residential Plan Review (subject to capacity). Fee is per hour.	\$	125
B. Expedited Commercial Plan Review (subject to capacity). Fee is per hour.	\$	200

21. Combined & Concurrent Expedited Planning and Permit Development Fees

For development projects combining any or all of the following:

Subdivision improvement plans

Site development plans

Building permits

33.3% of the total fee (calculated at 150% rate) shall be paid before the expedited development submission can be considered complete. No plan review will commence until the initial fee has been paid.

All relevant fees are charged at 150% of the standard fee rates contained in this fee schedule except for sewer, water and roadway impact fees. Impact fees are charged at the standard rate contained in the relevant ordinance.

Planning, Zoning, Subdivision, Site Development

All planning fees are collected at time of application submission except for inspection fees.

For the fourth plan review and each subsequent plan review for all types of zoning, subdivision and site development applications, the relevant plan review fee, shown below, will be doubled.

The plan review fee needs to be paid in full before the application can proceed to plan review.

Planning, Development Services, Engineering & Construction

Fee

22. Annexation

- | | | |
|--|----|-------|
| A. <u>Voluntary Annexation (with notice)</u> . Application fee + notices. | \$ | 500 |
| B. <u>Voluntary Annexation (without notice)</u> . Application fee + notices. | \$ | 500 |
| C. <u>Disannexation or ETJ Release</u> . Application fee + attorney fees. | \$ | 2,000 |

23. Agreements/Petitions

- | | | |
|---|----|-------|
| A. <u>Development Agreement</u> . Application fee + attorney fees + professional services recovery fee. | \$ | 2,000 |
| B. <u>Development Agreement Amendment</u> . Application fee + attorney fees + professional services recovery fee. | \$ | 500 |
| C. <u>Special District Petition (MUD, PID, etc)</u> . Application fee + attorney fees + professional services recovery fee. | \$ | 2,000 |

24. Comprehensive Plan

- | | | |
|--|----|-----|
| A. <u>Comprehensive Plan Amendment</u> . Application fee + notices + professional services recovery fee if required. | \$ | 500 |
|--|----|-----|

25. Zoning

- | | | |
|--|----|-------|
| A. <u>Re-zoning</u> . Application fee + notices. | \$ | 350 |
| B. <u>Special Use Permit</u> . Application fee + notices. | \$ | 350 |
| <u>Planned Development Initial Submittal</u> . Application fee + urban design | \$ | 1,000 |
| C. consultant professional services recovery fee if required. | | |
| D. <u>Planned Development Re-Submittal</u> . Application fee for each submittal + urban design consultant professional services recovery fee if required. | \$ | 500 |
| E. <u>Planned Development Amendment (administrative approval)</u> . Application fee + urban design consultant professional services recovery fee + notices. | \$ | 300 |
| F. <u>Planned Development Amendment (requiring approval from Planning & Zoning Commission or Zoning Board of Adjustment)</u> . Application fee + urban design consultant professional services recovery fee + notices. | \$ | 750 |
| G. <u>Appeals</u> . Application fee + notices. | \$ | 250 |
| H. <u>Zoning Variance</u> . Application fee + notices. | \$ | 325 |
| I. <u>Special Exceptions</u> . Application fee + notices. | \$ | 250 |

Planning, Development Services, Engineering & Construction

	<u>Fee</u>
J. <u>Zoning Verification Letter</u>	\$ 50

26. Site Development Plan

A. <u>Site Development Plan Initial Submittal</u> . Application fee + \$0.05 per sq. ft. of impervious cover.	\$ 500
B. <u>Site Development Plan Re-Submittal</u> . Application fee for each re-submittal.	\$ 500
C. <u>Site Development Plan Inspection Fee</u> . Fee is per sq. ft. of impervious cover paid at plan approval.	\$ 0.05

27. Flood Plain Development Permit

A. <u>Flood Plain Development Permit Initial Submittal</u> . Application fee.	\$ 500
B. <u>Flood Plain Development Permit Re-Submittal</u> . Application fee for each re-	\$ 500

Subdivision

28. Final Plats (includes amended plats and re-plats)

A. <u>Final plat from preliminary plat initial submittal</u> . Application fee + \$30 per lot.	\$ 1,000
B. <u>All other final plats initial submittal</u> . Application fee.	\$ 500
C. <u>Final plat re-submittal</u> . Review fee for each re-submittal.	\$ 300

29. Preliminary Plats

A. <u>Preliminary Plat Initial Submittal</u> . Application fee + \$35 per lot + urban design consultant professional services recovery fee if required.	\$ 1,000
B. <u>Preliminary Plat Re-Submittal</u> . Application fee for each re-submittal + urban design consultant professional services recovery fee if required.	\$ 500

30. Subdivision Improvement Plans (Construction Plans)

A. <u>Improvement Plans Initial Submittal</u> . Application fee + fee per acre.	\$ 1,000
B. First 100 acres. Fee is per acre.	\$ 500
C. Next 150 acres. Fee is per acre.	\$ 250
D. All acres over 250 acres + off site infrastructure. Fee is per acre.	\$ 125
E. Off-site infrastructure. Fee is per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater)	\$ 2.50

31. Improvement Plans Re-Submittal. Plan review fee for each re-submittal - \$500 or 10% of initial submittal fee, whichever is greater.

Planning, Development Services, Engineering & Construction

	<u>Fee</u>
<u>32. Improvements Inspection Fee</u>	
A. First 100 acres. Fee is per acre.	\$ 1,500
B. Next 150 acres. Fee is per acre.	\$ 750
C. All acres over 250 acres + off site infrastructure. Fee is per acre.	\$ 325
D. Off-site infrastructure. Fee is per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater)	\$ 7.50
<u>33. Subdivision Variance.</u> Application fee + notices.	\$ 325
<u>34. Plat Certification</u>	\$ 50
<u>35. Miscellaneous Fees</u>	
A. <u>Recording Fees</u> (all application types) - set by Williamson County and paid by applicant.	
B. <u>Mailed Notices</u> (all application types). Fee is per notice.	\$ 5
C. <u>Newspaper Public Notice.</u> Minimum fee. Pricing above \$230 is dependent upon the size of the advertisement placed in Taylor Press.	\$ 230
D. <u>Pipeline Permit.</u> Fee + annual fee (\$3 per rod within right-of-way).	\$ 2,500

Professional services recovery fee: If an outside consultant for the city is required for an applicant's project, the applicant is required to pay the estimated fee for such service prior to such service being conducted. The applicant shall pay or receive a refund for the difference between the estimated fee and the actual fee within thirty (30) days of the city's receipt of an invoice from the outside consultant for the services rendered. The city may require that additional fees be deposited when the original fee is exhausted or is projected to be exhausted. In such event, the city shall prepare an estimate of the additional fees for the outside consultant and send the applicant written notice of the additional fees that must be deposited, accompanied by the estimate. The applicant shall pay the estimated additional fee deposit within fifteen (15) days of date of the notice.

Impact Fee Schedule

Fee

1. Roadway Impact Fees

Refer to the separate ordinance that sets roadway impact fees.

2. Sidewalks

A. Cash-in-lieu fee. Fee is per square foot. \$ 10

3. Right-of-way License

A. Original license \$ 350

4. Water and Wastewater Impact Fees

Refer to the separate ordinance that sets water and wastewater impact fees.

5. Tap Fees. The following fees are per tap.

Water Taps

A. 1" \$ 1,576
B. 1½" \$ 2,100
C. 2" \$ 2,275

Sewer Taps

D. 4" \$ 1,516.73
E. 6" \$ 1,684.44

6. Meter Fees

The Meter fees are pass through costs and these prices are subject to change.

A. Standard residential water meter (5/8") \$ 290
B. Non standard meters vary in price. Please contact the Permit Technician for the cost of a non standard meter.

Police Department Fee Schedule

	Fee
1. <u>Accident Report</u> . Fee is per report.	\$ 6.00
A. Certified copy of report. Fee is per report.	\$ 8.00
2. <u>Dispatching fee for other jurisdiction</u> - By contract as negotiated by City Manager and approved by City Council.	
3. <u>Fingerprinting Service</u> . Fee is per set.	\$ 10.00
4. <u>Police Report</u> . Fee is per page after 50 pages.	\$ 0.10
A. DVD	\$ 3.00
B. CD	\$ 1.00
5. <u>Body Worn Camera Recordings</u>	
Fees are pursuant to Government Code 1701.661	
(1) \$10.00 per recording responsive to the request for information; and	
(2) \$1.00 per full minute of body worn camera video or audio footage responsive to the request for information, if identical information has not already been obtained by a member of the public in response to a request for information.	
6. <u>Security Requests</u> . All fees listed below are per hour.	
A. Police unit (vehicle)	\$ 25.00
B. Security fee for off-duty police officer (3 hours/officer minimum)	\$ 60.00
C. Supervisor required when 4 or more officers are requested	\$ 80.00
D. Emergency request received within 24 hours of scheduled start time	\$ 70.00
E. Traffic only	\$ 60.00

Solid Waste Collection Fee Schedule

Base Fee per Month

Solid Waste is charged on a monthly basis on the City of Taylor utility bill.

Residential Services

Fees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%)**.

1. Curbside Trash Service (pickup weekly):

A. Single 96 gallon cart	\$	11.27
B. Each additional cart	\$	4.37

2. Curbside Recycling (pickup every other week):

A. Single 96 gallon cart	\$	5.55
B. Each additional cart	\$	5.55
C. Multi-Family Resident - Single User	\$	7.50
D. Multi-Family Resident - Multiple Users	\$	17.06

Customer requesting a one time additional waste/bulk item(s) collection (in additional to normal service) will be advised of a one-time additional charge prior to the scheduling of the additional pickup. Pricing determined by service provider.

Commercial Trash Service

Fees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%)**.

3. 96 Gallon Cart (additional pick up is \$25):

A. One X Per week pick up	\$	20.22
B. Two X s Per week pick up	\$	28.95
C. Three X s Per week pick up	\$	35.28
D. Four X s Per week pick up	\$	44.12
E. Five X s Per week pick up	\$	54.69

4. 2 Cubic Yards (additional pick up is \$25):

A. One X Per week pick up	\$	55.99
B. Two X s Per week pick up	\$	92.71
C. Three X s Per week pick up	\$	114.74

5. 3 Cubic Yards (additional pick up is \$35):

A. One X Per week pick up	\$	73.28
B. Two X s Per week pick up	\$	127.48
C. Three X s Per week pick up	\$	181.53
D. Four X s Per week pick up	\$	213.59

Solid Waste Collection Fee Schedule

Base Fee per Month

E. Five X s Per week pick up \$ 264.79

6. 4 Cubic Yards (additional pick up is \$45):

A. One X Per week pick up \$ 92.71
 B. Two X s Per week pick up \$ 162.21
 C. Three X s Per week pick up \$ 234.69
 D. Four X s Per week pick up \$ 282.43
 E. Five X s Per week pick up \$ 366.81

7. 6 Cubic Yards (additional pick up is \$55):

A. One X Per week pick up \$ 115.88
 B. Two X s Per week pick up \$ 191.27
 C. Three X s Per week pick up \$ 283.90
 D. Four X s Per week pick up \$ 319.51
 E. Five X s Per week pick up \$ 390.11

8. 8 Cubic Yards (additional pick up is \$65):

A. One X Per week pick up \$ 141.00
 B. Two X s Per week pick up \$ 233.67
 C. Three X s Per week pick up \$ 328.31
 D. Four X s Per week pick up \$ 404.23
 E. Five X s Per week pick up \$ 510.12

10. Cubic Yards (additional pick up is \$75):

A. One X Per week pick up \$ 171.88
 B. Two X s Per week pick up \$ 270.39
 C. Three X s Per week pick up \$ 374.66
 D. Four X s Per week pick up \$ 484.73
 E. Five X s Per week pick up \$ 639.25

Commercial Recycling Service

Fees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%).**

11. 96 Gallon Cart (additional pick up is \$25):

A. One X Per week pick up \$ 18.19
 B. Two X s Per week pick up \$ 26.06
 C. Three X s Per week pick up \$ 31.75

12. 2 Cubic Yards (additional pick up is \$25):

Solid Waste Collection Fee Schedule

	<u>Base Fee per Month</u>
A. One X Per week pick up	\$ 50.39
B. Two X s Per week pick up	\$ 83.44
C. Three X s Per week pick up	\$ 103.27
 13. <u>3 Cubic Yards (additional pick up is \$35):</u>	
A. One X Per week pick up	\$ 65.95
B. Two X s Per week pick up	\$ 114.72
C. Three X s Per week pick up	\$ 163.38
 14. <u>4 Cubic Yards (additional pick up is \$45):</u>	
A. One X Per week pick up	\$ 83.44
B. Two X s Per week pick up	\$ 145.99
C. Three X s Per week pick up	\$ 211.22
 15. <u>6 Cubic Yards (additional pick up is \$55):</u>	
A. One X Per week pick up	\$ 104.28
B. Two X s Per week pick up	\$ 172.14
C. Three X s Per week pick up	\$ 255.52
 16. <u>8 Cubic Yards (additional pick up is \$65):</u>	
A. One X Per week pick up	\$ 126.90
B. Two X s Per week pick up	\$ 210.30
C. Three X s Per week pick up	\$ 295.48
 17. <u>10 Cubic Yards (additional pick up is \$75):</u>	
A. One X Per week pick up	\$ 154.69
B. Two X s Per week pick up	\$ 243.35
C. Three X s Per week pick up	\$ 337.19

18. Roll Offs

Fee includes Delivery Charge + Daily Rental + Haul Cost.

Delivery Charge:

***Delivery Charge is calculated at Fee per delivery + Franchise Fee (10%) + Sales Tax (8.25%)**

A.	20 yd Roll-Off	\$134.98	Fee per delivery
B.	30 yd Roll-Off	\$134.98	Fee per delivery
C.	40 yd Roll-Off	\$134.98	Fee per delivery

Daily rental:

***Daily Rental is calculated at Rate/day + Franchise Fee (10%) + Sales Tax (8.25%)**

Solid Waste Collection Fee Schedule

Base Fee per Month

D.	20 yd Roll-Off	\$ 2.08	Rate/day
E.	30 yd Roll-Off	\$ 2.08	Rate/day
F.	40 yd Roll-Off	\$ 2.08	Rate/day

Haul cost:

*Haul Cost is calculated at **Cost per haul + Franchise fee (10%) + Sales Tax (8.25%)**

G.	20 yd Roll-Off	\$415.32	Cost per haul
H.	30 yd Roll-Off	\$498.38	Cost per haul
I.	40 yd Roll-Off	\$581.44	Cost per haul

19. Roll Offs of Clean, Separated Recycle Material

Fee includes Delivery Charge + Daily Rental + Haul Cost.

Delivery Charge:

*Delivery Charge is calculated at **Fee per delivery + Franchise Fee (10%) + Sales Tax (8.25%)**

A.	20 yd Roll-Off	\$130.54	Fee per delivery
B.	30 yd Roll-Off	\$130.54	Fee per delivery
C.	40 yd Roll-Off	\$130.54	Fee per delivery

Daily rental:

*Daily Rental is calculated at **Rate/day + Franchise Fee (10%) + Sales Tax (8.25%)**

D.	20 yd Roll-Off	\$ 2.02	Rate/day
E.	30 yd Roll-Off	\$ 2.02	Rate/day
F.	40 yd Roll-Off	\$ 2.02	Rate/day

Haul cost:

*Haul Cost is calculated at **Cost per haul + Franchise fee (10%) + Sales Tax (8.25%)**

G.	20 yd Roll-Off	\$339.14	Cost per haul
H.	30 yd Roll-Off	\$339.14	Cost per haul
I.	40 yd Roll-Off	\$339.14	Cost per haul

Solid Waste Collection Fee Schedule

Base Fee per Month

20. One time collection of Bulky wastes on call (any size).

Fee includes Delivery Charge + Daily Rental + Haul Cost.

A. Delivery Charge	\$ 77.60	Fee/delivery
B. Daily Rental	\$ 4.65	Rate/day
C. Haul cost	\$ 77.60	Cost per haul

21. Industrial Solid Waste Collection Services - collected by service provider

Fee

22. Spring and Fall cleanup

A. Per Standard pick-up truck load	\$	10
B. Trailer (16' to 18')	\$	20

23. Assessments

A. Lot clean up	Actual cost + 10% admin fee
B. Paving assessment	n/a

24. Lien Fees

A. Filing of Lien with Williamson County	Per current County rate
B. Release of Lien with Williamson County	Per current County rate

25. Waste Hauling

A. Refer to the separate ordinance that sets the fees for waste hauling.	
B. Discharge fee. Fee is per gallon (\$100 per 1,000 gallons).	\$ 0.10

26. Industrial Discharge

A. Refer to the separate ordinance that sets the fees for industrial discharge.

Water and Wastewater Fee Schedule

Water Deposits

1. Deposits for all single family, commercial, industrial, irrigation accounts per connection.

Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years. Good payment history is no disconnections for non-payment and no outstanding balances.

<u>Meter Size</u>	<u>Avg. consumption/month in gallons*</u>	<u>Deposit Amount</u>
A. 5/8" x 3/4"	<10,000	\$ 131
B. 3/4"	<10,000	\$ 157
C. 1"	<10,000	\$ 170
D. 1½"	<15,000	\$ 229
E. 2"	<15,000	\$ 295
F. 3"	<15,000	\$ 359
G. 4"	<25,000	\$ 556
H. 6"	<25,000	\$ 818
I. 8"	<50,000	\$ 1,340
J. 10"	<75,000	\$ 1,994
K. 12"	<150,000	\$ 3,300

*If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by the City Manager.

2. Deposits for all multi-family dwelling accounts per connection.

Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years. Good payment history is no disconnections for non-payment and no outstanding balances.

<u>Meter Size</u>	<u>Avg. consumption/month in gallons*</u>	<u>Deposit Amount calculated as follows:</u>
A. 5/8" x 3/4"	<10,000	\$131+((# units -1) x 0.7)x\$100
B. 3/4"	<10,000	\$157+((# units -1) x 0.7)x\$100
C. 1"	<10,000	\$170+((# units -1) x 0.7)x\$100
D. 1½"	<15,000	\$229+((# units -1) x 0.7)x\$100
E. 2"	<15,000	\$295+((# units -1) x 0.7)x\$100
F. 3"	<15,000	\$359+((# units -1) x 0.7)x\$100
G. 4"	<25,000	\$556+((# units -1) x 0.7)x\$100

*If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by the City Manager.

Water and Wastewater Fee Schedule

3. <u>Backflow Prevention</u>	Fee
A. Initial Permit	\$ 33

Water Rates

4. Base Rates for all single family, commercial, industrial and irrigation accounts per connection.

Total monthly charges include the minimum base rate plus block rate structure for single family, commercial, and industrial.

<u>Meter Size</u>	Monthly Minimum Charge
A. 5/8" x 3/4"	\$ 42.15
B. 1"	\$ 70.41
C. 1½"	\$ 105.34
D. 2"	\$ 168.60
E. 3"	\$ 337.23
F. 4"	\$ 526.89
G. 6"	\$ 1,055.03

H. Base Rate for multi-family accounts includes the monthly minimum charge per meter size + LUE charge.

Living Unit Equivalent (LUE). Fee is per LUE.	\$ 17.86
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5. Residential Volumetric Rates:

A. Block 1	per kgals. (0-2,000 gallons)	\$ 4.29
B. Block 2	per kgals. (2001-5,000 gallons)	\$ 4.72
C. Block 3	per kgals. (5,001-9,000 gallons)	\$ 5.12
D. Block 4	per kgals. (above-9,000 gallons)	\$ 5.98

6. Non-Residential Volumetric Rates:

A. Block 1	per kgals. (0-15,000 gallons)	\$ 5.79
B. Block 2	per kgals. (15,001-45,000 gallons)	\$ 6.37
C. Block 3	per kgals. (45,001-120,000 gallons)	\$ 7.01
D. Block 4	per kgals. (above-120,000 gallons)	\$ 7.52

7. <u>Irrigation Volumetric Rate:</u>	per kgals. All usage (minimum 1,000 gallons)	\$ 9.05
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8. <u>Bulk Water Rate</u>	per kgals. All usage.	\$ 8.07
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Water and Wastewater Fee Schedule

Sewer Rates

9. Rates for all Single Family Dwelling accounts per connection.

Total monthly charge includes the monthly minimum plus the volumetric rate per 1,000 gallons

For residential customers, the City bases monthly wastewater charges on the average water consumption for November, December, January, and February. The three lowest consumptions are averaged. This average is used to calculate your wastewater charge for the entire year. An account must be active the entire four months to establish an average. All new accounts will be charged the citywide average until the account has established its own winter average.

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Volumetric Rate Per 1,000 gallons</u>
A. All meter sizes (5/8" x 3/4", 1", 1½", 2", 3", 4", 6")	\$ 34.27	\$ 7.57

10. Rates for all multi- family dwelling, commercial and industrial accounts per connection.

Total monthly charge includes the monthly minimum plus the volumetric rate per 1,000 gallons

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Volumetric Rate Per 1,000 gallons</u>
A. All meter sizes (5/8" x 3/4", 1", 1½", 2", 3", 4", 6")	\$ 34.27	\$ 7.57

11. Additional Utility Service Fees:

	<u>Fee</u>
A. Administrative/Processing Fee	\$ 33
B. After Hours Connection Fee	\$ 66
C. Connect Fees	\$ 33
D. Fire Hydrant Meter-Base Fee (no consumption included)	\$ 131
E. Fire Hydrant Meter-Deposit	\$ 784
F. Late Fee (Applied to balance of account if not paid	10%
G. Lock Fee	\$ 33
H. Meter Flow Test-In-House	\$ 52
I. Plugged/Pulled Meter Fee	\$ 98
J. Reconnect Fee	\$ 33
K. Reread Fees	\$ 26
L. Return Check & NSF Electronic Draft Fees	\$ 39
M. Return Trip Fee	\$ 26
N. Third Party Meter Flow Test-Commercial	\$ 229
O. Third Party Meter Flow Test-Residential	\$ 125
P. Transfer Fee	\$ 26
Q. Unauthorized Usage Fee (customer turns water back	\$ 98

Municipal Drainage Utility System Fee Schedule

	<u>Monthly Fee</u>	
1. <u>Equivalent Residential Unit (ERU)</u>		
A. Residential (includes multi-family) = 1 ERU/Unit. Fee is per ERU.	\$	3
B. Non-residential = \$3.00 per 2,500 sq ft of impervious area. \$3 minimum.	\$	3

Transportation User Fee Schedule

Trip Factor Index

Category	Units	Trip Factor	SubCategories
Building Materials	1,000 SF	4.49	Building Materials and Lumber Store, Hardware/Paint Store, Nursery
Convenience Market	1,000 SF	34.57	Convenience Market (no gas pumps), Convenience Market with Gas Pumps, Gasoline/Service Station
Medical Office	1,000 SF	3.57	Medical-Dental Office Building, Clinic, Veterinary Hospital/Veterinary Clinic
Restaurant	1,000 SF	11.15	Restaurant, Drinking Place
Fast Food	1,000 SF	26.15	Fast Food Restaurant w/out Drive-Thru Window, Fast Food Restaurant with Drive-Thru Window, Donut Place w/out Drive-Thru Window, Donut Place with Drive-Thru Window
Hospital/Nursing Home	1,000 SF	0.74	Hospital, Nursing Home
Indoor Recreation	1,000 SF	3.53	Bowling Alley, Movie Theater, Health Fitness Club
Lodging	Rooms	0.47	Hotel, Motel
Business Office	1,000 SF	1.29	General Office Building, Single Tenant Office Building, United States Post Office, Research and Development Center, Business Park
Bank	1,000 SF	12.13	Walk-In Bank, Drive-In Bank
Salon	1,000 SF	1.93	Hair Salon
General Retail	1,000 SF	3.71	Shopping Center, Apparel Store, Arts and Craft Store, DVD/Video Rental
Auto Part/Service/Wash	1,000 SF	4.46	Quick Lubrication Vehicle Shop, Self Service Car Wash, Automated Car Wash, Automobile Parts Sales, Automobile Parts and Service
Large School/Day Care	students	0.20	All schools w/greater than 50 students
Day Care	1,000 SF	12.46	Daycare Center (less than 50 students)
Supermarket/Pharmacy	1,000 SF	8.40	Supermarket, Pharmacy/Drugstore
Prison	1,000 SF	2.91	Prison
Superstore	1,000 SF	4.35	Free-Standing Discount Superstore
Outdoor Recreation	acres/campsites	0.30	Campground/RV Park, Golf Course, Arena
Car Sales	1,000 SF	2.62	New Car Sales
Warehousing	1,000 SF	0.32	Warehousing
Industrial	1,000 SF	0.73	General Light Industrial, General Heavy Industrial, Manufacturing, Utilities

Transportation User Fee Schedule

Calculation for Monthly Base Trip Rate: Trip Factor times square foot divided by 1,000 square feet.

	Monthly Base Trip Rate	Monthly Charge
Nonresidential Tiers		
Tier I*	0-8.99	\$25.00
Tier II	9.00-13.65	\$33.00
Tier III	13.66-27.30	\$50.00
Tier IV	27.31-53.99	\$67.00
Tier V	54.00-102.00	\$84.00
Tier VI	102.01+	\$133.00
Residential		
Single Family	flat rate	\$8.00
Multi-Family	flat rate	\$8.00

*All churches will be placed in Tier I



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 6

Agenda Title: Consider Resolution R23-33 authorizing the submission of a grant application to the Texas General Land Office CDBG-MIT Local Hazard Mitigation Plans Program (LHMPP) and authorize the City Manager or their designee as the official to act on behalf of the city on matters regarding this grant.

Council Action to be taken: Approve resolution.

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The City of Taylor needs to update its Hazard Mitigation Plan, which expires in one year. This resolution authorizes submission for a grant and for the city manager or his designee to act as the city's authorized official to act on behalf of the city.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City's current Hazard Mitigation plan includes the City of Thrall and Lower Brushy Creek WCID. The new plan will also include all three entities.

This grant is 100% with no match required and it's expected the City will receive \$100k to complete the updated plan. The City of Taylor awarded grant administration services for the Texas General Land Office CDBG-MIT Grant to Langford Community Management Services back in August.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Provides funding to update our Hazard Mitigation Plan	NA

4. RECOMMENDATION

Staff recommendation is to approve the resolution to submit for the grant and authorize the City Manager or their designee as the official to act on behalf of the city on matters regarding this grant.

5. FUNDING SOURCE

Grant funded.

6. TIMELINE

Application submitted in the next month.
Update the Hazard Mitigation Plan

7. OTHER OPTIONS (In order of preference)

NA

8. ATTACHMENTS

6a. [Resolution R23-33](#)

RESOLUTION R23-33

A RESOLUTION BY THE CITY OF TAYLOR, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) PROJECT LOCAL HAZARD MITIGATION PLANS PROGRAM APPLICATION TO THE TEXAS GENERAL LAND OFFICE; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT AS THE CITY’S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY’S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION LOCAL HAZARD MITIGATION PLANS PROGRAM

WHEREAS, the City of Taylor desires to reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

WHEREAS, the City desires to update the City of Taylor Multi-Hazard Mitigation Plan and adopt once TDEM and FEMA have declared the Hazard Mitigation Plan Approvable Pending Adoption; and

WHEREAS, it is necessary and in the best interests of the City of Taylor to apply for funding under the Community Development Block Grant – Mitigation through the Local Hazard Mitigation Plans Program.

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

1. That a Community Development Block Grant – Mitigation Program application is hereby authorized to be submitted on behalf of the City of Taylor with the Texas General Land Office for funding consideration under the Community Development Block Grant – Mitigation Program Local Hazard Mitigation Plans Program.
2. That the City of Taylor application will be submitted through the CDBG-MIT Local Hazard Mitigation Plans Program for funding.
3. That the grant amount be up to the maximum allowed by the CDBG-MIT program.
4. That the City of Taylor directs and designates the City Manager as the Authorized Representative and Signature Authority to act in all matters in connection with this application and participation in the Community Development Block Grant – Mitigation Program through the Local Hazard Mitigation Plans Program.
5. That all funds will be used in accordance with all applicable federal, state, local administrative and programmatic requirements including but not limited procurement, labor standards and civil rights requirements.

PASSED AND APPROVED by City Council on this, the ____ day of _____, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 7

Agenda Title: Consider approving Declaration of Restrictive Covenant on City of Taylor land, in connection with the US Department of Housing and Urban Development, Community Development Mitigation funding for the Mustang Creek Regional Detention/Drainage Project

Council Action to be taken: Approve Declaration of Restrictive Covenant

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The City of Taylor needs to approve the declaration on city property to meet HUD requirements and as part of the environmental clearance.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor was awarded funding back in 2022 for drainage projects at the Donna Channel and Mustang Creek, administered by the General Land Office.

Since this project is located in a floodplain and a portion is in the floodway, a HUD requirement is that a permanent covenant be adopted and recorded as part of the environmental clearance. The covenant is only to ensure the city will not build in the floodway. Exhibit B from the document shows the location of the restrictive covenant located SW of the Airport and on city property within the floodway.

It's anticipated the overall preliminary design will be at 100% between October-December and at 100% overall to be completed between December-February.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Meets the requirements from HUD and allows city to receive funding.	NA

4. RECOMMENDATION

Staff recommendation is to approve covenant.

5. FUNDING SOURCE

Funded through Grant and TWDB funds.

6. TIMELINE

Approve covenant.

7. OTHER OPTIONS (In order of preference)

NA

8. ATTACHMENTS

7a. [Restrictive Covenant for Floodway](#)

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (“**Declaration**”) is executed as of this _____ day of _____, 2023 (the “**Effective Date**”), by **City of Taylor** (“**Owner**”).

RECITALS

- A. The City of Taylor (Owner) is the owner of that certain parcel of land located in the County of Williamson, State of Texas, which is described in the Environmental Assessment documentation for the project known as 2020 GLO CDBG-MIT Detention and Channel Improvements Project under GLO Contract No. 22-083-005-D477, as: Mustang Creek Regional Detention/Drainage Improvements, located upstream of Highway 79 and Taylor Municipal Airport along Mustang Creek, Lat 30.588627, Long - 97.443403, Taylor, Williamson County, Texas (Property). Exhibit A.
- B. Approximately 13.50-acres of the Parcel is located in Zone AE of the 100-Year Floodplain. Approximately 2.50-acres of the 13.50-acres is located in the Zone AE Floodway. Exhibit B.
- C. In connection with the United States Department of Housing and Urban Development (HUD) Community Development Block Grant Mitigation (CDBG-MIT) funding, the City has agreed to establish certain restrictions with respect to the use of the Floodplain and Floodway that are intended to run with the land as more fully set forth herein.
- D. The purpose of this Declaration is to provide for permanent preservation of the Floodplain and Floodway, as set forth herein.

NOW THEREFORE, in consideration of the foregoing premises, the making, receiving, and insuring of the grant funding, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner declares as follows:

1. Use Restrictive Covenant.

- (a) From and after the Effective Date, (i) no new structure, paving, or other improvements shall be constructed on, and no new modifications or landscaping activities (except for minor grubbing, clearing of debris, pruning, sodding, or seeding, or other similar activities) shall be carried out within the Floodplain; and (ii) the use of the Floodplain shall be limited solely to passive open or green space.
- (b) This Declaration and the covenants set forth herein restricting the use and occupancy of the Floodplain (i) shall be and are covenants running with, touching, and encumbering the Property, binding upon the Owner and all

successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Property, and (ii) are not merely personal covenants of the Owner.

- (c) Any and all requirements of the laws of the State to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. Each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof (excluding instruments granting security interests) shall expressly provide that such conveyance is subject to this Declaration, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Declaration.
2. Enforcement. In the event of a breach or threatened breach of this Declaration, any party adversely affected by such breach, the county or municipality where the Property is located, the State, or the United States of America shall be entitled to institute proceedings at law or in equity for relief from the consequences of said breach including seeking injunctive relief to prevent a violation thereof. The prevailing party in any such action shall be awarded its costs and expenses, including reasonable attorneys' fees, which shall be deemed to have accrued on the commencement of such action and shall be awarded whether or not such action is prosecuted to judgment.
3. Superiority. The charges and burdens of this Declaration are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust hereafter made affecting the Property or any part thereof, including any improvements now or hereafter placed thereon, and notwithstanding a foreclosure or other voluntary or involuntary transfer of title pursuant to such instrument, shall remain in full force and effect, but are subordinate to the security interests of record on the Effective Date. Provided, however, that a breach of any of the restrictions hereof shall not defeat or render invalid the lien or charge of any mortgage or deed of trust. The charges and burdens of this Declaration are not intended to either create a lien upon the Property, or grant any right of foreclosure, to any person or party.
4. Release. Any person or entity having or acquiring fee or leasehold title to the Property or any portion thereof shall be required to comply with this Declaration only during the period such person or entity is the fee or leasehold owner of the Property, and thereafter shall be released therefrom, except that such person or entity shall continue to be liable for, and shall not be released from liability for, obligations, liabilities or responsibilities that accrue or accrued during said period of ownership. Although persons or entities may be released under this paragraph, the restrictions of this Declaration shall continue to be restrictions upon the Property, running with the land, and shall inure to the benefit of, and be binding upon, their successors and assigns in title or interest.

5. Notices. All notices provided for herein may be delivered in person, sent by Federal Express or other overnight courier service, mailed in the United States mail postage prepaid, or sent by electronic or facsimile transmission, and, regardless of the method of delivery used, shall be considered delivered upon the actual receipt or refusal of receipt thereof. The name, address, and other information to be used in connection with such correspondence and notices to Owner shall be the then-current owner's name and address information maintained in the official real property tax records with respect to the Property.
6. Miscellaneous.
 - (a) Headings. The headings in this Declaration are for convenience only and do not in any way limit or affect the terms and provisions hereof.
 - (b) Unenforceability. If any provision of this Declaration is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
 - (c) Gender. Wherever appropriate in this Declaration, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
 - (d) Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State.
 - (e) Remapping of Floodplain. In the event that a final Flood Insurance Rate Map or a Letter of Map Amendment issued by the U.S. Federal Emergency Management Agency (or successor federal agency having responsibility therefor) after the date of this Declaration revises the boundaries of the Floodplain with the effect of reducing the extent of the Property that is within the floodplain, the Use Restrictive Covenant in the Declaration shall apply within the revised boundaries of the Floodplain from and after the effective date of the revised Flood Insurance Rate Map or Letter of Map Amendment; provided, that Owner and its successors may not deposit fill within the Floodplain nor obtain a Letter of Map Revision based upon such fill, and any such Letter of Map Revision based on fill shall not alter the applicability of the Use Restrictive Covenant to the Floodplain as delineated prior to such Letter of Map Revision.
 - (f) Amendments. This Declaration may be amended or canceled only by written instrument executed by HUD and the then-current owner of the Property.
 - (g) No General Public Access. This Declaration does not establish any rights of access in favor of the general public for any purposes whatsoever.

- (h) Entire Agreement. This Declaration constitutes the entire agreement of the Owner with respect to the subject matter hereof and supersedes all prior negotiations or discussions, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be signed by its duly authorized representatives, as of the day and year first above written.

OWNER

Printed Name: Brandt Rydell

Title: Mayor

STATE OF TEXAS

COUNTY OF WILLIAMSON

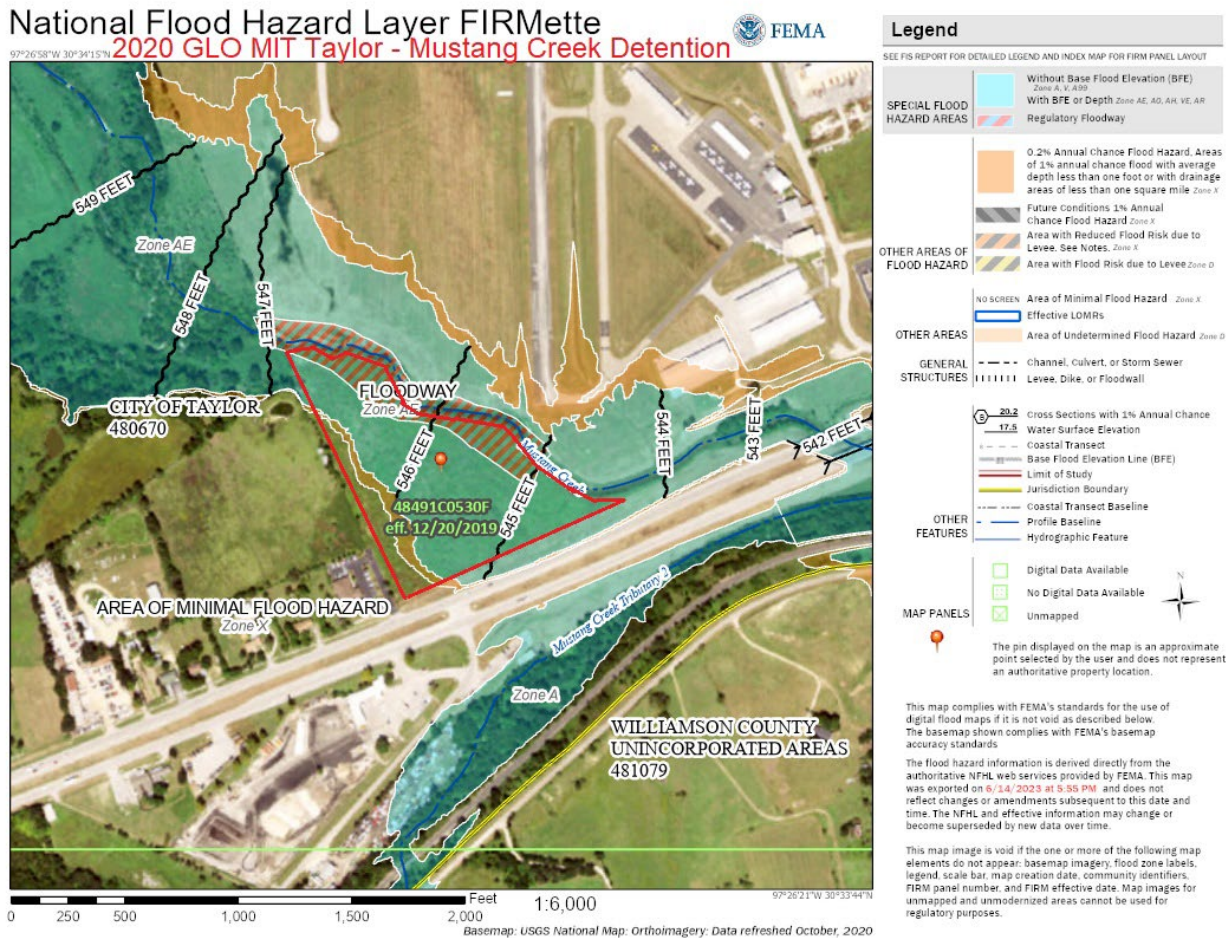
On this _____ day of _____, 2023, before me, a notary public, personally Appeared Brandt Rydell, the Mayor of the City of Taylor, a Councilmember, named in the foregoing instrument and acknowledged said instrument on behalf of the City of Taylor.

Notary Public

EXHIBIT A

Mustang Creek Regional Detention/Drainage Improvements, located upstream of Highway 79 and Taylor Municipal Airport along Mustang Creek, Lat 30.588627, Long -97.443403, Taylor, Williamson County, Texas

EXHIBIT B





City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 8

Agenda Title: Consider introducing ordinance 2023-43 amending ordinance 2019-30 and Chapter 14, Article IV of the Taylor City Code which established regulations and procedures and requiring a permit for development of certain pipelines within or involving city rights of way or utility infrastructure.

Council Action to be taken: Introduce ordinance

Department Submitted: City Attorney

Staff Contact: Mark Schroeder

1. PURPOSE/DESCRIPTION

This agenda item provides for introduction of an ordinance amending the City's pipeline ordinance 2019-30.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The State of Texas passed legislation in the last legislative session that likely preempts the City from regulation of oil and gas pipelines in a city's extraterritorial jurisdiction. This ordinance removes the City's regulatory authority over pipelines in the extraterritorial jurisdiction.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Eliminates a potential conflict between City ordinance and new State law.	Does not protect existing or future planned rights-of-way and utility easements from pipeline construction.

4. RECOMMENDATION

Staff recommends introducing the ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

Ordinance introduction – September 28, 2023

Ordinance adoption – October 12, 2023

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

8a. [Ordinance 2023-43](#)

ORDINANCE NO.2023-43

AN ORDINANCE AMENDING ORDINANCE 2019-30 AND CHAPTER 14, ARTICLE IV OF THE TAYLOR CITY CODE WHICH ESTABLISHED REGULATIONS AND PROCEDURES AND REQUIRING A PERMIT FOR DEVELOPMENT OF CERTAIN PIPELINES WITHIN OR INVOLVING CITY RIGHTS OF WAY OR UTILITY INFRASTRUCTURE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the City of Taylor, Texas, enacted Ordinance 2019-30 contained in Chapter 14, Article IV of the Taylor City Code, which established building regulations and permitting involving pipelines within the city's rights-of-way, roadways, and utility infrastructure; and

WHEREAS, the State of Texas recently passed legislation which likely preempts cities from the regulation of oil and gas pipelines in a city's extraterritorial jurisdiction; and

WHEREAS, it is in the best interest of the City that the ordinance be amended to remove any regulation of pipelines within the City of Taylor ETJ.

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

SECTION 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. Ordinance 2019-30 and Section 14-103(b) of the Taylor City Code is hereby amended to read as follows:

Section 14-103 – Same – City permit required.

(b) Transmission pipelines, hazardous pipelines, gathering lines and production lines within the city limits where they are within, under, or touch city right-of-way, roads, easements or any other city property shall be constructed in accordance with the city's ordinances.

SECTION 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of this Ordinance to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Taylor, Texas, declares that it would have passed each and every part of this Ordinance notwithstanding the omission of any part declared to be invalid or unconstitutional.

SECTION 4. All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 28th day of September, 2023.

PASSED, APPROVED and ADOPTED on this the ____ day of _____, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark J. Schroeder, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-43, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2023, 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 _____, 2023.

Dianna McLean
City Clerk



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: 9

Agenda Title: **Hold a public hearing and introduce Ordinance 2023-44, PZ-2023-1792, regarding a request to realign proposed Community Boulevards in and adjacent to a 69-acre tract of land in the Envision Taylor Comprehensive Plan -Transportation Master Plan, for a proposed roadway part of and out of the H.G. Johnson Survey, Abstract No. 348, extending north through the Samuel Pharrass Survey, Abstract No. 496, Taylor, Williamson County, Texas**

Council Action to be taken: Hold Public Hearing and Introduce Ordinance

Department Submitted: Development Services

Staff Contact: Colin Harrison, Director of Development Services

1. PURPOSE/DESCRIPTION

The applicant has requested to amend the Comprehensive Plan, Transportation Master Plan to realign proposed Community Boulevards in and adjacent to a 69-acre tract of land. This request opens his property to more development. Most of the property has a flood plain through it and the combination of the proposed Community Boulevard and floodplain leaves very little land for development. This realignment opens up more land and creates a less invasive crossing to the north over the floodplain to connect with CR 398.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Planning Staff has consulted with the City's Transportation Engineer, Leslie Pollack. The following is Ms. Pollack's analysis of the request:

The Taylor Texas Holdings development is located northwest of the intersection of W 2nd Street (US-79) and CR 401. The adopted Transportation Plan proposes a future Community Boulevard extension from CR 401 north through the development, ultimately connecting with CR 366 at the Chandler Road intersection on the north side of the City of Taylor. The currently adopted Boulevard alignment crosses a floodplain within the Taylor Texas Holdings site. This amendment realigns the community boulevard west outside much of the flood plain. This relocation will reduce infrastructure costs for construction of the boulevard. The realignment will cause the Community Boulevard to terminate at CR 398 and be discontinuous with the proposed Community Boulevard

extension to the north. However, CR 398 provides an existing east/west connection across the floodplain for vehicles to travel.

The following are recommended:

- The Community Boulevard be relocated further west on the subject property to avoid the floodplain and reduce infrastructure costs (approximate alignment is shown on the attachment #6).
- The Community Boulevard will align with CR 401 at W 2nd Street.
- The Community Boulevard will terminate at CR 398 on the north.
- The alignment of the Community Boulevard will follow City of Taylor standards for horizontal and vertical curvature.

The development will conduct a traffic operational analysis of the community boulevard and CR 398 when the Traffic Impact Analysis is required for the development.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Will reduce infrastructure costs. • Will align with CR 401 at W 2nd Street. • Will terminate at CR 398 to the north. • Alignment will follow standards for horizontal and vertical curvature.	

4. RECOMMENDATION

At their September 12, 2023, meeting the Planning and Zoning Commission recommended approval to the City Council for the proposed zoning amendment.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – September 12, 2023

City Council public hearing and ordinance introduction – September 28, 2023

City Council consideration of ordinance approval – October 12, 2023

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 9a. [Staff Report](#)
- 9b. [Letter of Intent](#) from the Applicant
- 9c. [Location Map, Growth Sectors Map, Future Land Use Map](#)
- 9d. [Realignment Analysis Memo from City Transportation Engineer](#)
- 9e. [Proposed Transportation Master Plan Realignment Map](#)
- 9f. [Notification Map](#)
- 9g. [Ordinance 2023-44](#)
 - 9g.1 [Exhibit A](#) – Survey
 - 9g.2 [Exhibit B](#) – TMP New Realignment Map
- 9h. [PZ-2023-1792](#)– Staff PowerPoint Presentation

City of Taylor
PZ-2023-1792
Comprehensive Plan Amendment - Transportation Master Plan
Staff Report

Item Details

Subject Property:	Generally located at 14501 U.S. 79, between U.S. 79 and County Road 398
Total Acreage:	N/A
Legal Description:	Proposed roadways part of and out of the H.G. Johnson Survey, Abstract No. 348, extending north through the Samuel Pharrass Survey, Abstract No. 496, Taylor, Williamson County, Texas
Applicant:	Trevor Reik and Brent Tuley, Pape-Dawson Engineers, Inc.
Property Owner(s):	Taylor Texas Holding Inc., c/o David Cersonsky
Request:	An amendment to the Comprehensive Plan, Transportation Master Plan to realign proposed Community Boulevards in and adjacent to a 69-acre tract of land
Case History:	This is the first hearing of this request.

Overview of Applicant's Request & Background

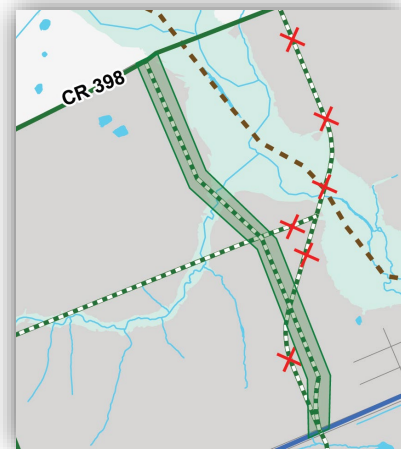
The applicant has requested an amendment to the Transportation Master Plan found in the Comprehensive Plan to realign a section of the CR-401 extension north of U.S. 79 shown in the map below to straddle the west property line of Parcel R019338. The current route within the Transportation Master Plan bisects Parcel R019338 which is currently heavily encumbered by the FEMA Flood Hazard Area.

Location:

The subject property generally located at 14501 U.S. 79. Consisting of a proposed roadways in and adjacent to the subject property (see image).

Physical and Natural Features:

The proposed Community Boulevards are adjacent to vacant tracts of land with some commercial businesses along the frontage of U.S. 79.



Growth Sector Designations:

The current Growth Sector is Controlled Growth Sector. The Controlled Growth Sector should consist of areas within the city that are already developed and served by infrastructure along with areas where infrastructure is planned but not yet installed or lacks capacity. Growth policies should encourage the development or redevelopment of these areas as compact residential and mixed-use development.

Future Land Use:

The subject property was assigned the Future Land Use designation of Employment Center: Regional. Employment Centers are mixed use areas centered around office or industrial uses that can support significant employment. The office and industrial uses help support local retail and restaurants.

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	R-1 (Single Family)	Controlled Growth Sector (G-2.1)	Employment Center: Regional	Vacant Agricultural Land
South	M-1 (Light Industrial) & BP-2 (Business Park)	Controlled Growth Sector (G-2.2)	Employment Center: Special Zone	Light Industrial Businesses
East	M-1 (Light Industrial)	Infill Growth Sector (G-5)	Employment Center: Regional	Airport
West	R/A (Rural Agricultural)	Controlled Growth Sector (G-2.2)	Employment Center: Special Zone	Vacant Agricultural Land

Utilities

The subject property is located within the City of Taylor water CCN. There is a sixteen (16) inch water line that is located to the south on U.S. 79. There is a twelve (12) inch wastewater line on the southern portion of the property.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the zoning map amendment request. Fifteen (15) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, August 27, 2023.

Staff Analysis

Planning Staff has consulted with the City's Transportation Engineer, Leslie Pollack. The following is Ms. Pollack's analysis of the request:

The Taylor Texas Holdings development is located northwest of the intersection of W 2nd Street (US-79) and CR 401. The adopted Transportation Plan proposes a future Community Boulevard extension from CR 401 north through the development, ultimately connecting with CR 366 at the Chandler Road intersection on the north side of the City of Taylor. The currently adopted Boulevard alignment crosses a floodplain within the Taylor Texas Holdings site. This amendment realigns the community boulevard west outside much of the flood plain. This relocation will reduce infrastructure costs for construction of the boulevard. The realignment will cause the Community Boulevard to terminate at CR 398 and be discontinuous with the proposed Community Boulevard extension to the north. However, CR 398 provides an existing east/west connection across the floodplain for vehicles to travel.

The following are recommended:

- The Community Boulevard be relocated further west on the subject property to avoid the floodplain and reduce infrastructure costs (approximate alignment is shown on the attachment #6).
- The Community Boulevard will align with CR 401 at W 2nd Street.
- The Community Boulevard will terminate at CR 398 on the north.
- The alignment of the Community Boulevard will follow City of Taylor standards for horizontal and vertical curvature.

The development will conduct a traffic operational analysis of the community boulevard and CR 398 when the Traffic Impact Analysis is required for the development.

Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested amendment to the Transportation Master Plan.

Planning and Zoning Commission Recommendation

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

Will the proposed amendment result in a Transportation classification that is more consistent with the text and policies of the Comprehensive Plan than the current designation?

- Yes. The realignment is consistent with cross community connections and seeks to remove a proposed roadway outside of the floodplain to a more appropriate location.

Would the proposed amendment result in a Transportation classification that is more compatible with the current and future roadways of adjacent and nearby properties?

- Yes. The realignment relocates proposed roadways outside much of the floodplain and still provides direct north-south access from U.S. 79 and CR 398.

Would the proposed amendment result in more efficient use of community facilities and infrastructure?

- Yes. The proposed amendment would likely encourage development on the subject property and adjacent properties and meet the Comprehensive Plan's intent for growth in the area.

Could the proposed amendment create or cause an increase in adverse impacts on the natural environment, especially water, green space/open space preservation, and air quality?

- It is unlikely that the proposed amendment would cause adverse impacts. The realignment relocates roadways westward, out of a larger inundation of the floodplain.

Attachments:

1. Letter of Intent from Applicant
2. Location Map
3. Future Land Use Map
4. Growth Sector Map
5. Realignment Analysis Memo from City Transportation Engineer
6. Proposed Transportation Master Plan Realignment Map
7. Notification Map
8. Ordinance 2023-44
 - a. Exhibit A – Survey
 - b. Exhibit B – TMP New Realignment Map
9. PZ-2023-1792 PowerPoint Presentation

June 29, 2023

Tom Yantis
Development Services
400 Porter Street
Taylor, TX 76574

Re: 69-Acre Taylor Tract – Taylor, TX
Request to Amend ETCP

On behalf of our Client, Quannah Partners, It is being requested to shift a section of the CR-401 extension north of 79 shown in the Envision Taylor Comprehensive Plan (ETCP) to more follow, the west property line of Parcel R019338. The current routing shown in ETCP encumbers Parcel R019338 which is currently encumbered roughly half in flood plain.

We intend to develop the Parcel R019338 and therefore intend to realign the Proposed Community Boulevard (alignment of CR-401) to the western property boundary adjacent to Prewitt Farms LTD (Parcel R635748).

This realignment will still connect with the CR-401 currently being built by Williamson County, attached as Exhibit C for reference.

Additionally, the routing as currently shown in the ETCP is in the path of several converging waterways and within a wide mapped FEMA AE Zone. Crossing the waterways further north (similar to as shown in Attachments A and B) across more narrow single waterways within Zone A undetermined zones could be more cost effective and less problematic. The dashed line indicated in Exhibit A is a possible relocation depending on City's needed connection points.

The current request to amend the ETCP is only for the portion along and encumbering Parcel 019338. A survey of the property is also included with this document.
Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
Pape-Dawson Engineers, Inc.



Brent Tuley, PE
Senior Project Manager

Exhibit A

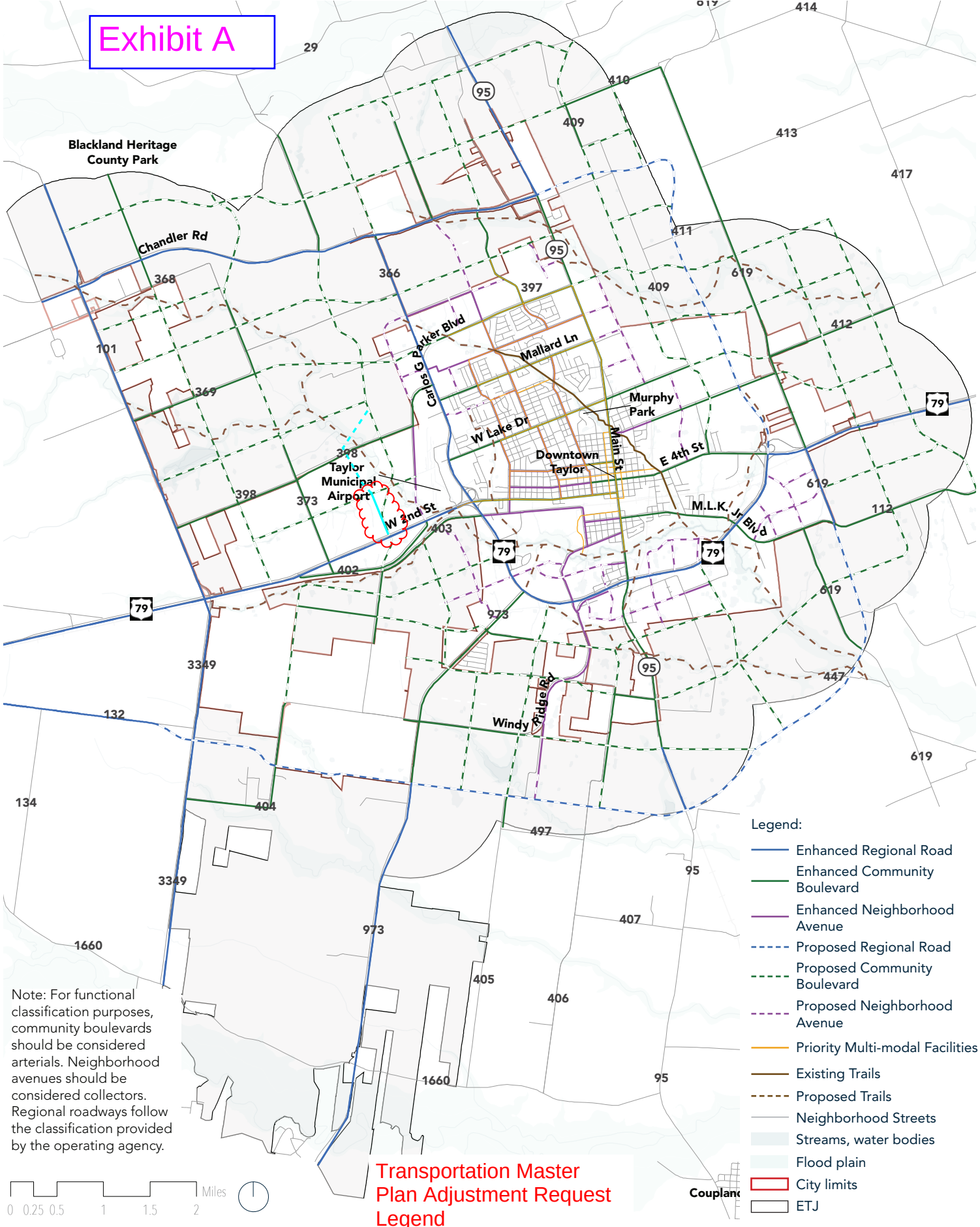


Figure 88: Transportation Master Plan

Source: City of Taylor, HDR

Exhibit B

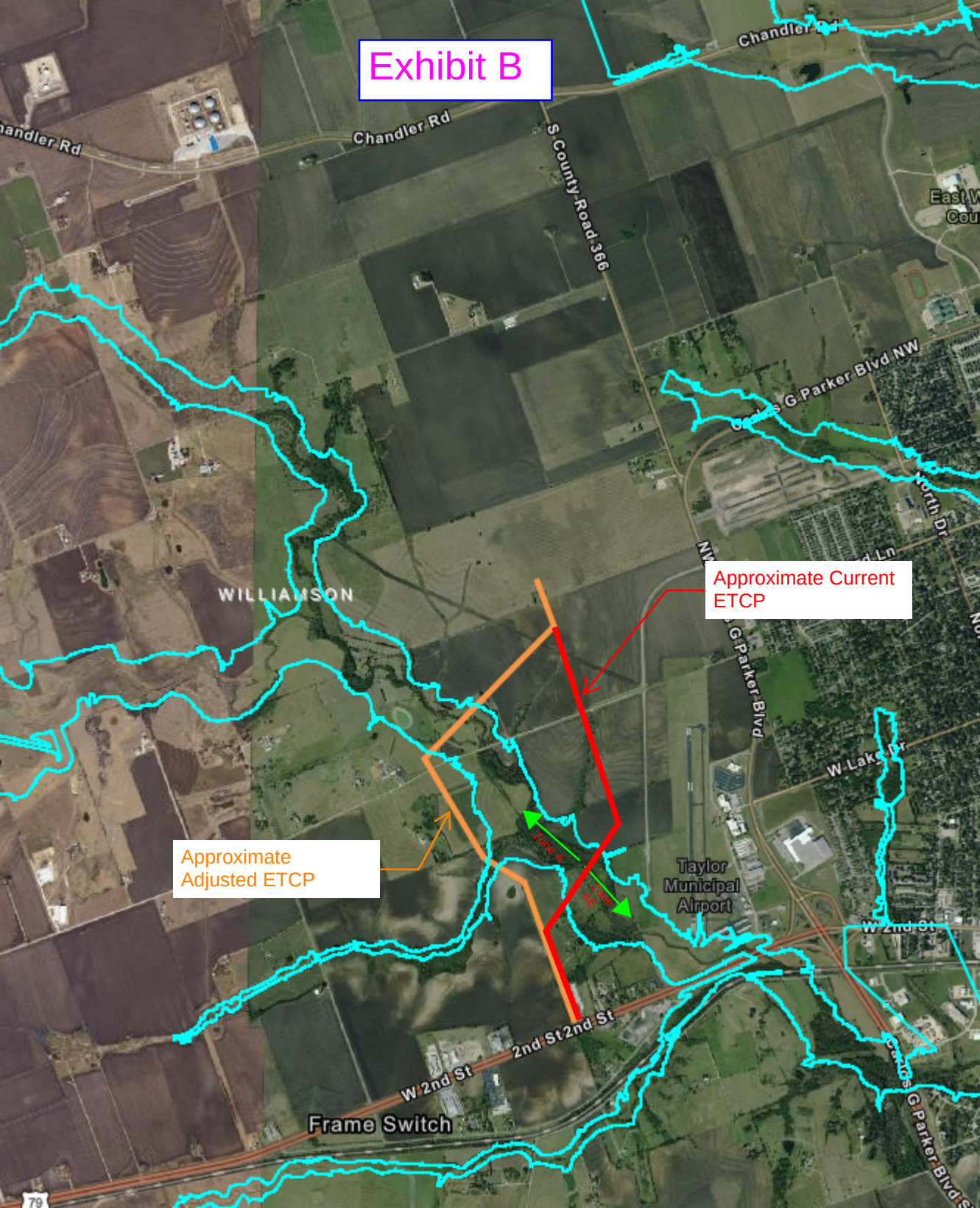
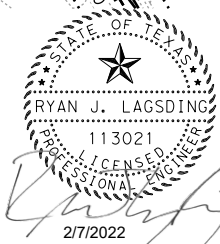
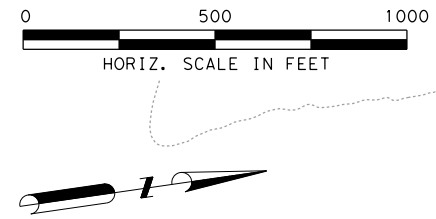
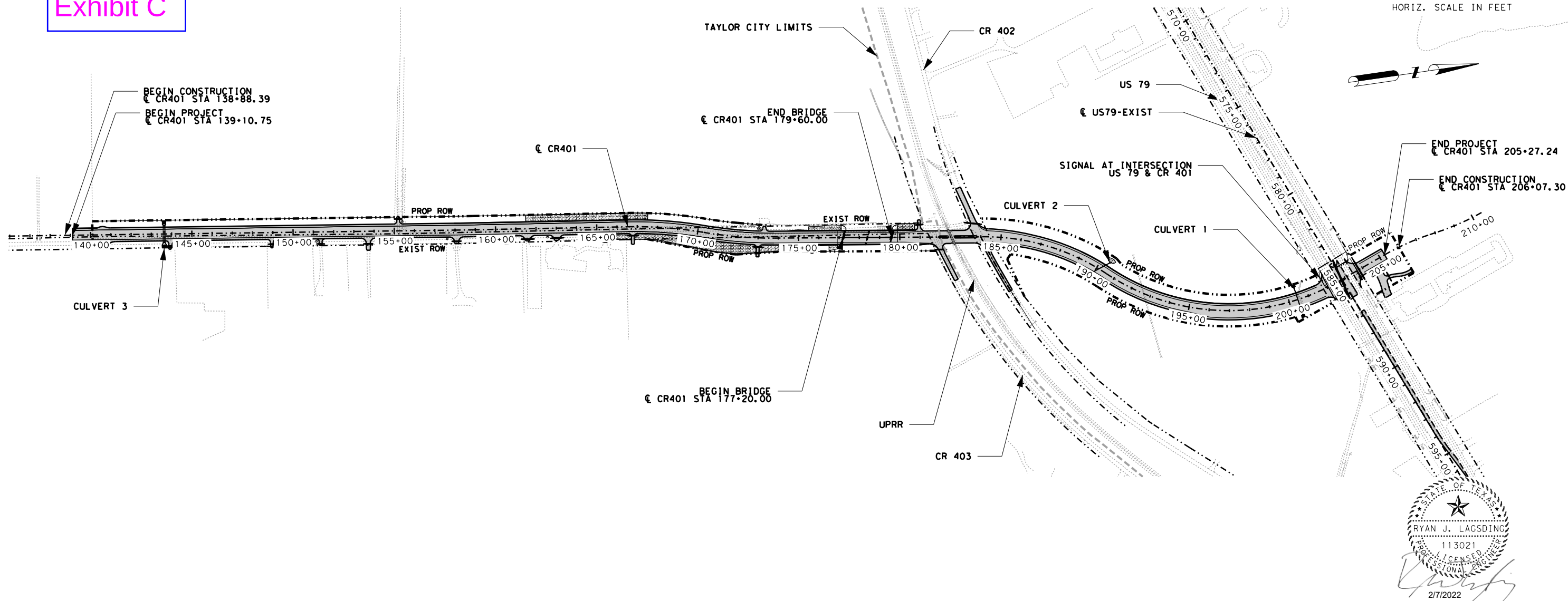
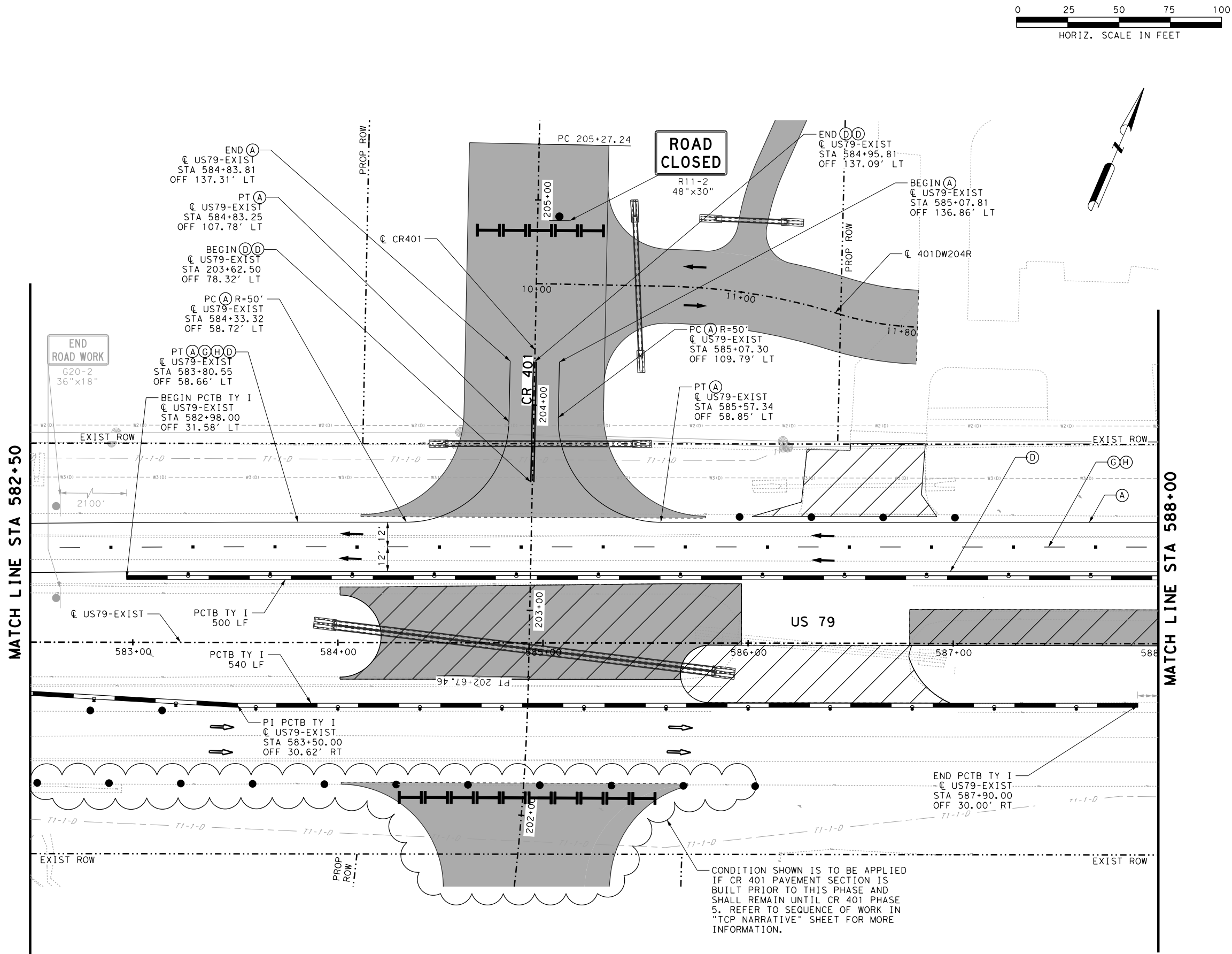


Exhibit C



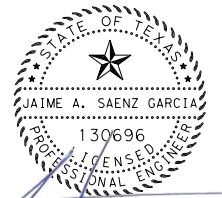
NO.	REVISIONS	BY	DATE
 WILLIAMSON COUNTY 1848			
 HNTB Corporation The HNTB Companies Engineers Architects Planners Firm Registration Number F-420			
<i>Texas Department of Transportation</i> ©2022 by Texas Department of Transportation; all rights reserved			
COUNTY ROAD 401 PROJECT LAYOUT			
SHEET 1 OF 1			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			3
STATE	DISTRICT	COUNTY	
TEXAS		WILLIAMSON	
CONTROL	SECTION	JOB	HIGHWAY NO.
			CR 401

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2/4/2022
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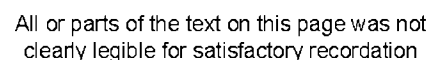
- LEGEND:**
- PERMANENT PAVEMENT PHASE 1
 - PERMANENT PAVEMENT PHASE 2
 - PERMANENT PAVEMENT PREVIOUS PHASE
 - WORK ZONE PHASE 1
 - WORK ZONE PHASE 2
 - (A) WK ZN PAV MRK REMOV (W) 4" (SLD)
 - (B) WK ZN PAV MRK REMOV (W) 8" (SLD)
 - (C) WK ZN PAV MRK REMOV (W) 24" (SLD)
 - (D) WK ZN PAV MRK REMOV (Y) 4" (SLD)
 - (E) WK ZN PAV MRK REMOV (W) (ARROW)
 - (F) WK ZN PAV MRK REMOV (W) (WORD)
 - (G) WK ZN PAV MRK REMOV (W) 4" (BRK)
 - (H) WK ZN PAV MRK (REFL) TY I-C
 - EXISTING TRAFFIC FLOW
 - PROPOSED TRAFFIC FLOW
 - TYPE 3 BARRICADE
 - CHANNELIZING DEVICE
 - TRAFFIC BARRIER
 - SLED CRASH CUSHION
 - RIGHT-OF-WAY (ROW)
 - SIGN
 - SIGN PREVIOUS PHASE
 - TRUCK MOUNTED ATTENUATOR

- NOTES:**
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES
 - CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS AND SIDE STREETS DURING CONSTRUCTION
 - REFER TO STANDARD TCP (2-1c)-18 FOR MORE DETAILS



2/7/2022

NO.	REVISIONS	BY	DATE
 WILLIAMSON COUNTY 1848			
 HNTB HNTB Corporation The HNTB Companies Engineers Architects Planners Firm Registration Number F-420			
 Texas Department of Transportation ©2022 by Texas Department of Transportation; all rights reserved			
COUNTY ROAD 401 US 79 TRAFFIC CONTROL PLAN PHASE 2			
SHEET 2 OF 5			
FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO.		SHEET NO. 25
STATE TEXAS	DISTRICT	COUNTY WILLIAMSON	HIGHWAY NO. CR 401
CONTROL	SECTION	JOB	



Longhorn Title Co.

RETURN TO

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ⊗ TYPOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ⊕ 800 NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊕ SPINDLE FOUND
- ⊕ RAILROAD TIE
- △ CALCULATED POINT
- ▽ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC, IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

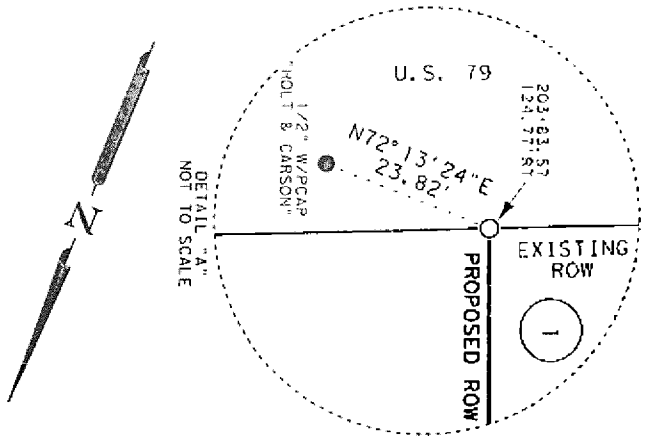
Preliminary

06/25/2021 3:19:34 PM

SCOTT E. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

EXHIBIT "A"



U.S. 79

PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 28, 2007
TRACT NUMBER TWO
PARCEL A
REMAINDER OF A CALLED 290.77 AC.
DOC. NO. 2007076169
O.P.R.W.C.TX.

1
PARENT TRACT
NOT TO SCALE

PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
TRACT NUMBER TWO
PARCEL A
CALLED 290.77 AC.
DOC. NO. 2007076169
O.P.R.W.C.TX.



FILE: \\saming\us\PROJECTS\1020058261\B\100\Survey\035\h1d\1\PLAT\000P-1.dgn
EXISTING *236.017 AC. ACQUIRE 1.075 AC. REMAINING 234.942 AC. LEFT

PAGE 4 OF 4
REF. FIELD NOTE NO. 48892

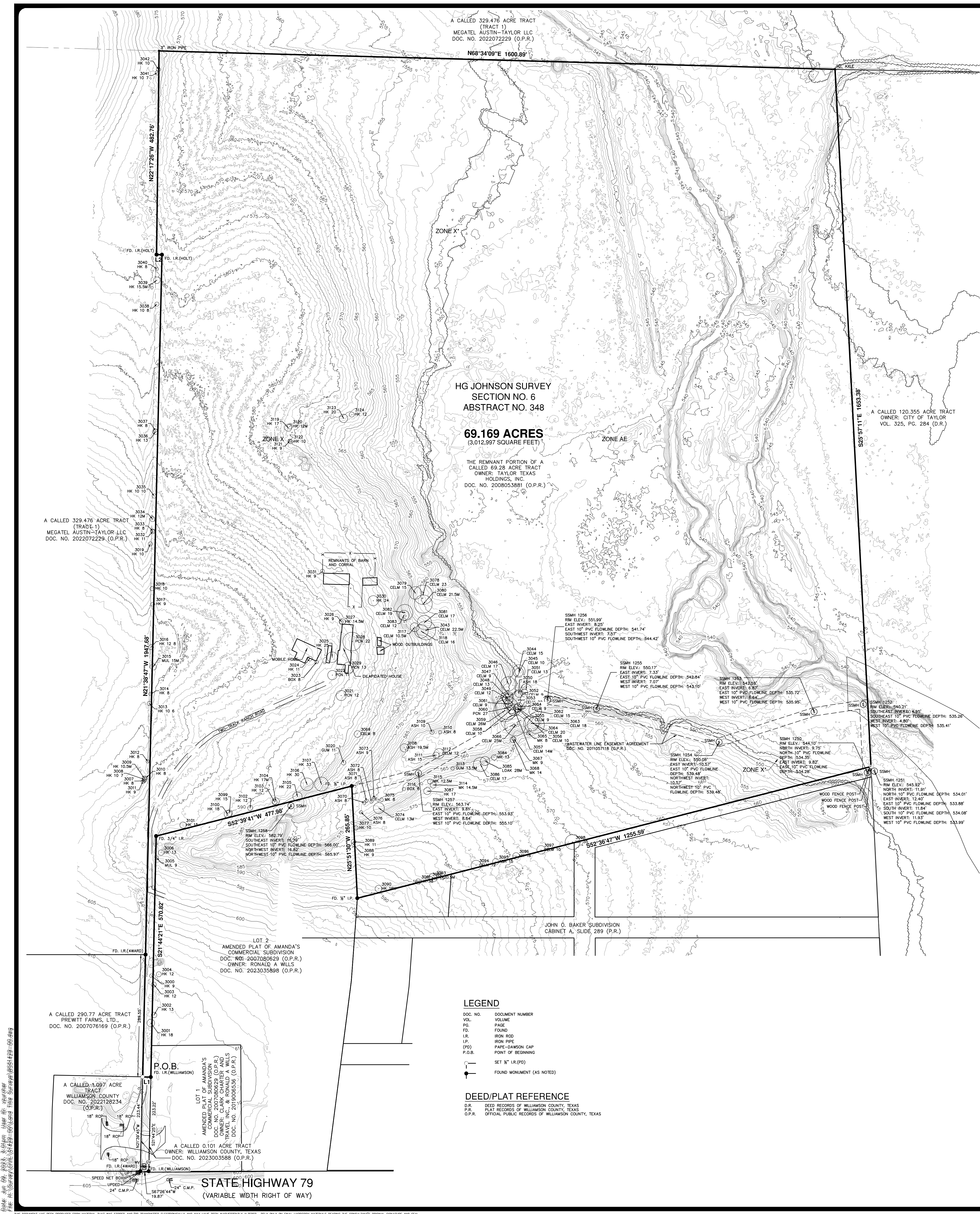
SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL A
1.075 AC. (46,810 SQ. FT.)

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation



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 AND DISTANCES TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) 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. 202303588 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 3/4" 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. 202218234 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 Lot 1, with 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 "Hot" 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;

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 oak 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 1/4" 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 120.355-acre tract, same being the south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of 477.98 feet to a 3/4" 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 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 3/4" 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.

NOTES:

- 1) 3/4" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET AT SUBJECT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
- 3) ILLUSTRATED UTILITIES ARE BASED ON FOUND VISIBLE EVIDENCE. THE LOCATION AND DEPTH OF EXISTING UTILITIES SHOULD BE FIELD VERIFIED BEFORE ANY CONSTRUCTION. THE SURVEYOR DOES NOT HAVE KNOWLEDGE AS TO THE AVAILABILITY OF SERVICE TO, OR THE STATUS OF THE UTILITIES ON THIS SITE.
- 4) THE SUBJECT PROPERTY IS WITHIN THE FOLLOWING FLOOD ZONE(S) AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 48494030J DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS FOR WILLIAMSON COUNTY, TEXAS. THIS DATA IS AVAILABLE ON THE WEBSITE WWW.FEMA.GOV.

ZONE X (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

ZONE X* (SHADED)
0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.

ZONE A
SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATIONS

FLOOD LIMIT LINES DO NOT REPRESENT THAT THE PROPERTY WILL OR WILL NOT FLOOD. SUCH LINES AND AREAS ARE FROM SAID FEDERAL EMERGENCY MANAGEMENT AGENCY DATA SOURCES AND ARE STATISTICAL ONLY. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF SAID DATA.

5) CONTOUR DATA IS LIDAR FLOWN: 5/18/2023
IMAGERY FLOWN: 5/18/2023
TEXAS STATE PLANE CENTRAL
US SURVEY FEET GEOID 18
SURFACE ADJUSTMENT: SURFACE SCALE FACTOR TO GRID: 0.9998800413982722

REFERENCES:
This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. #ATCH2126753
Alamo Title Insurance
Date Effective: March 9, 2023
Date Issued: March 15, 2023

Only those matters identified in the Title Commitment and those that the surveyor was aware of at the time of this survey are shown.

The following matters and all terms of the documents creating or offering evidence of the matters:

- a. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted To: Texas Power and Light Company
Purpose: As Provided in said instrument.
Recording No.: Volume 308, Page 438, Deed Records of Williamson County, Texas.
(There was no physical evidence observed of a utility line on the subject tract)
- b. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted To: Texas Power and Light Company
Purpose: As Provided in said instrument.
Recording No.: Volume 337, Page 355, Deed Records of Williamson County, Texas.
(There was no physical evidence observed of a utility line on the subject tract)
- c. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted To: City of Taylor
Purpose: As Provided in said instrument.
Recording No.: Document No. 2011027118, Official Public Records of Williamson County, Texas.
(As Shown Hereon)
- d. Oil, Gas and Mineral Lease, together with all rights incident thereto.
Lessor: Martha Schoenrock, et al
Lessee: Ralph Arnold
Dated: March 17, 1948
Recording No.: Volume 348, Page 617, Deed Records of Williamson County, Texas
Said mineral interest not traced subsequent to the date of the above-cited instrument.
(Applicability is not under the purview of the undersigned, reference to subject tract made therein)
- e. The Land lies within the boundaries of Lower Brushy Creek Water Control and Improvement District and may be subject to taxes or special assessments by reason thereof.

I HEREBY CERTIFY, QUANIAN PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY, TO TAYLOR TEXAS HOLDINGS, INC., AND TO ALAMO TITLE INSURANCE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 8 AND 9 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 24, 2023.

Valerie Zurcher
STATE OF TEXAS REGISTRATION NO. 6222
PAPE-DAWSON ENGINEERS
10801 N. MOPAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TX 78759

06.09.2023
DATE

WILLIAMSON COUNTY
CITY OF TAYLOR
SITE
LOCATION MAP
1" = 300'

0' 100' 200' 300'
SCALE: 1" = 100'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S68°04'19" W	19.56'
L2	S68°24'01" W	12.77'

Point Table	
Point #	Tree Description
3063	9"HK
3001	18"HK
3002	13"HK
3003	12"HK
3004	12"HK
3005	9"MUL
3006	13"HK
3007	8"HK
3008	10"HK
3009	10.5M"HK
3010	8"HK
3011	9"HK
3012	8"HK
3013	10"HK
3014	8"HK
3015	15M"MUL
3016	12"HK
3017	9"HK
3018	10"HK
3019	10"HK
3020	11"GUM
3021	12"PCN
3022	11"PCN
3023	8"BOX ELDER
3024	11"HK
3025	25"HK
3026	9"HK
3027	14.5M"HK
3028	22"PCN
3029	13"PCN
3030	24"HK
3031	9"HK
3032	11"HK
3033	8"HK
3034	12M"HK
3035	10"HK
3036	13"HK
3037	8"HK
3038	10"HK
3039	15.5M"HK
3040	8"HK
3041	10"HK
3042	10"HK
3043	22.5M"CELM
3044	15"CELM
3045	10"CELM
3046	17"CELM
3047	9"CELM
3048	13"CELM
3049	12"CELM
3050	18"ASH
3051	13"CELM
3052	9"CELM
3053	22"CELM
3054	9"CELM
3055	9"CELM
3056	10"CELM
3057	14M"CELM
3058	10"CELM
3059	26M"CELM
3060	27"PCN
3061	9"CELM
3062	15"CELM

Point Table	
Point #	Tree Description
3063	18"CELM
3064	20"CELM
3065	8"HK
3066	25M"CELM
3067	9"HK
3068	14"HK
3069	8"CELM
3070	8"ASH
3071	8"ASH
3072	8"ASH
3073	9"ASH
3074	13M"CELM
3075	8"HK
3076	8"ASH
3077	10"HK
3078	23"CELM
3079	15"CELM
3080	21.5M"CELM
3081	17"CELM
3082	19"CELM
3083	12"CELM
3084	13"HK
3085	28M"OAK
3086	17"CELM
3087	17"HK
3088	9"HK
3089	11"HK
3090	16M"HK
3091	13"HK
3092	15"HK
3093	20.5M"HK
3094	12"CELM
3095	15"ASH
3096	16"HK
3097	10"CELM
3098	35"HK
3099	15"HK
3100	18"HK
3101	15"HK
3102	12"HK
3103	12"HK
3104	17M"HK
3105	22"HK
3106	30"HK
3107	33"HK
3108	19.5M"ASH
3109	10"ASH
3110	8"ASH
3111	15"ASH
3112	12"CELM
3113	13.5M"GUM
3114	14.5M"MK
3115	12.5M"MK
3116	8"BOX ELDER
3117	10.5M"CELM
3118	16"CELM
3119	17"HK
3120	12M"HK
3121	9"HK
3122	10"HK
3123	20"HK
3124	12"HK

TREE LEGEND	
Symbol	Tree Description
•	ASH 6
•	BOX 6
•	CELM 6
•	GUM 6
•	HK 6
•	LOAK 6
•	MK 6
•	MUL 6
•	PCN 6
•	ASH 6"
•	BOX ELDER 6"
•	CEDAR ELM 6"
•	GUM 6"
•	HACKBERRY 6"
•	LIVE OAK 6"
•	MESQUITE 6"
•	MULBERRY 6"
•	PECAN 6"

LEGEND

DOC. NO. DOCUMENT NUMBER
VOL. VOLUME
PG. PAGE
FOUND FOUND
FD. IRON ROD
IP. IRON PIPE
FD. PAPE-DAWSON CAP
P.O.B. POINT OF BEGINNING
SET "N" IR.(PO)
FOUND MONUMENT (AS NOTED)

DEED/PLAT REFERENCE

D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

STATE HIGHWAY 79
(VARIABLE WIDTH RIGHT OF WAY)

REFERENCE

DATE: 06.09.2023
DATE

CITY NO. 51429-00
JOB NO. MAY 2023
DATE: RJG VZ
DESIGNER: ---
CHECKED: DRAWN
SHEET 1 1

PROJECT NAME: TAYLOR 69

(if applicable) Applicant/Agent Affidavit

Owner Affidavit: I, as the Owner of the subject property, hereby authorize the following Applicant/ Agent to act on my behalf concerning all matters related to this development application.

Signature: [Signature] Date: 6-27-23

Printed Name: David Cersonsky

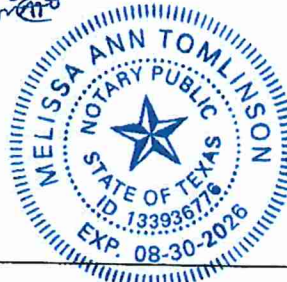
Before me, the undersigned authority, on this day personally appeared David Cersonsky (Owner) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 27th day of June, 2023.

Melissa Ann Tomlinson

Notary Public in and for the State of Texas.

My Commission expires: 8/30/26



Applicant/Agent Affidavit: I, as representative of the property owner, have prepared this submittal to the best of my ability and have determined that the information provided in this submittal is true, complete, and accurate.

Signature: [Signature] Date: 6/29/23

Printed Name: TREVOR RIEK

Address: 10801 N MOPAC EXPY, BUILDING 3, SUITE 200
AUSTIN, TX 78759

Phone: 512-454-8711 Cell: _____ Email: TRIEK@PAPE-DAWSON.COM

Before me, the undersigned authority, on this day personally appeared Trevor Riek (Owner) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

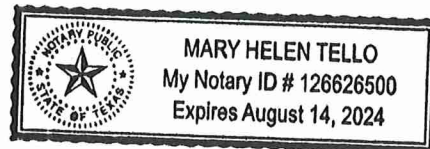
Given under my hand and seal of office on this 29th

day of June, 2023.

Mary Helen Tello

Notary Public in and for the State of Texas.

My Commission expires: 08/14/2024



(if applicable) Applicant/Agent Affidavit

Owner Affidavit: I, as the Owner of the subject property, hereby authorize the following Applicant/ Agent to act on my behalf concerning all matters related to this development application.

Signature: [Signature] Date: 6-27-23

Printed Name: David Cersonsky

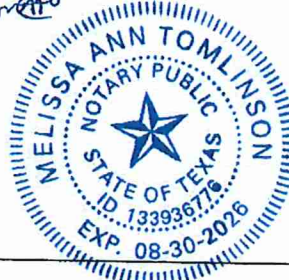
Before me, the undersigned authority, on this day personally appeared David Cersonsky (Owner) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 6/27/23
day of June, 2023.

Melissa Ann Tomlinson

Notary Public in and for the State of Texas.

My Commission expires: 8/30/26



Applicant/Agent Affidavit: I, as representative of the property owner, have prepared this submittal to the best of my ability and have determined that the information provided in this submittal is true, complete, and accurate.

Signature: [Signature] Date: 6-29-23

Printed Name: Brant M Tuley

Address: 10801 W Maple, Bldg 3, Suite 200 Austin, TX 78759

Phone: 512 454 8744 Cell: _____ Email: btuley@pape-dawson.com

Before me, the undersigned authority, on this day personally appeared Brant M. Tuley (Owner) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

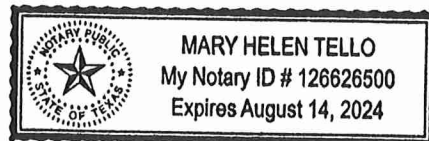
Given under my hand and seal of office on this 29th

day of June, 2023.

Mary Helen Tello

Notary Public in and for the State of Texas.

My Commission expires: 08/14/2024

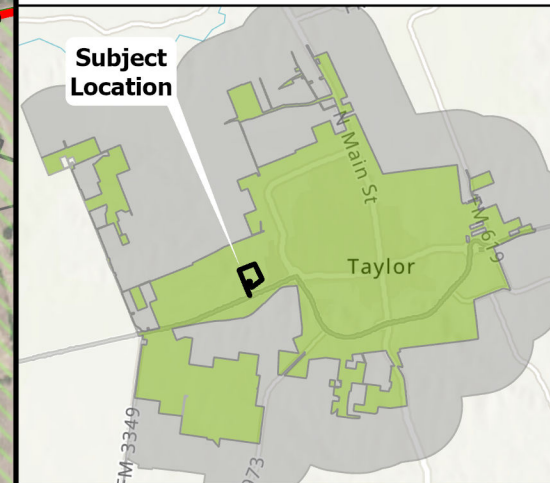




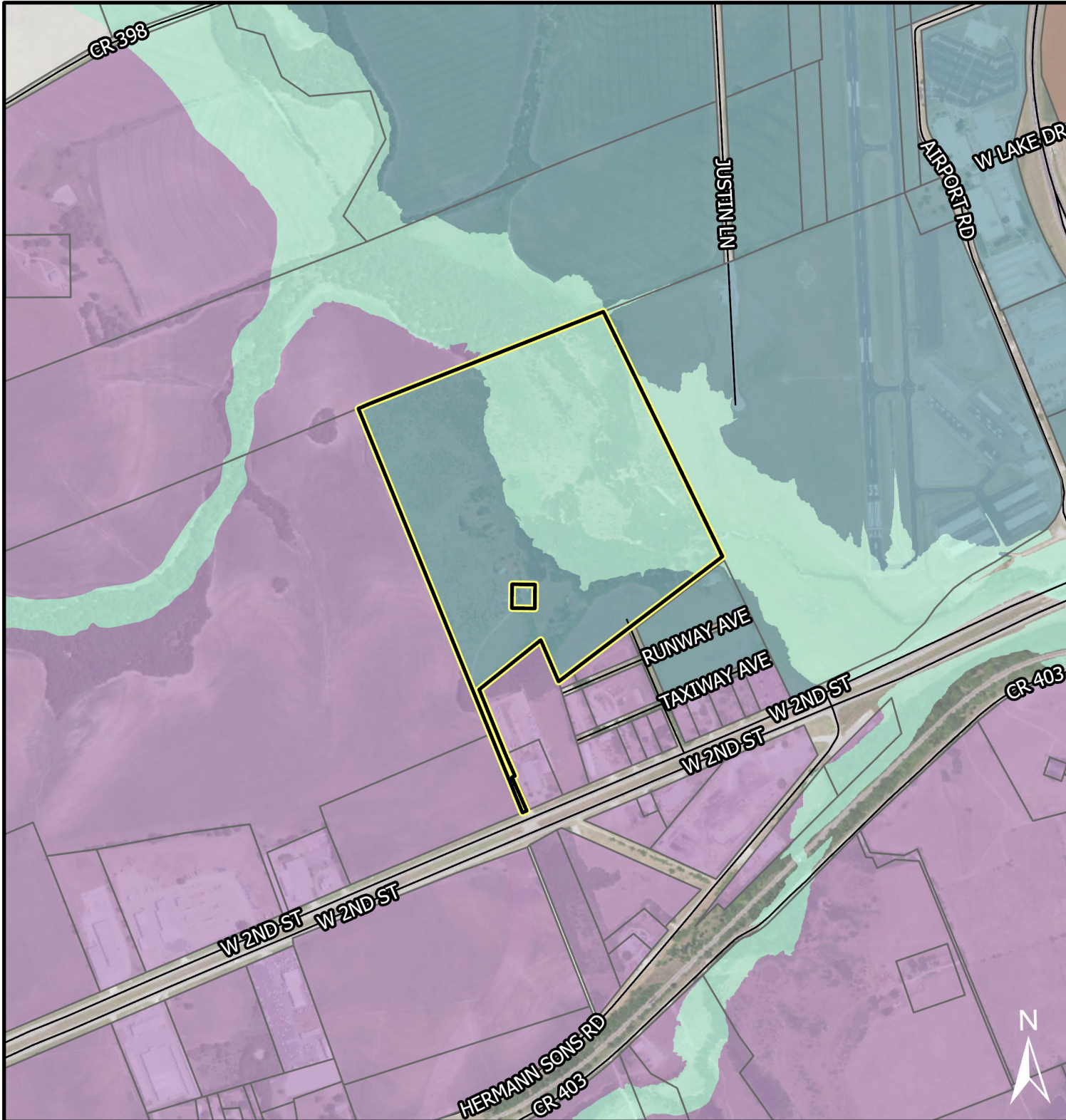
PZ-2023-1792

Generally located at 14501 U.S. 79
Comprehensive Plan Amendment -
Transportation Master Plan
Location Map

- City Limits
- ETJ Boundary
- Streets
- Enhanced Community Boulevard
- Proposed Community Boulevard
- Subject Property Initiating Request
- Parcels



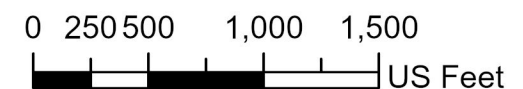
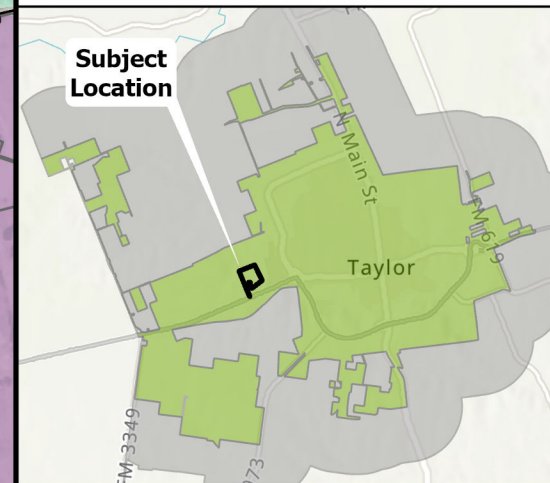
0 250 500 1,000 1,500
US Feet

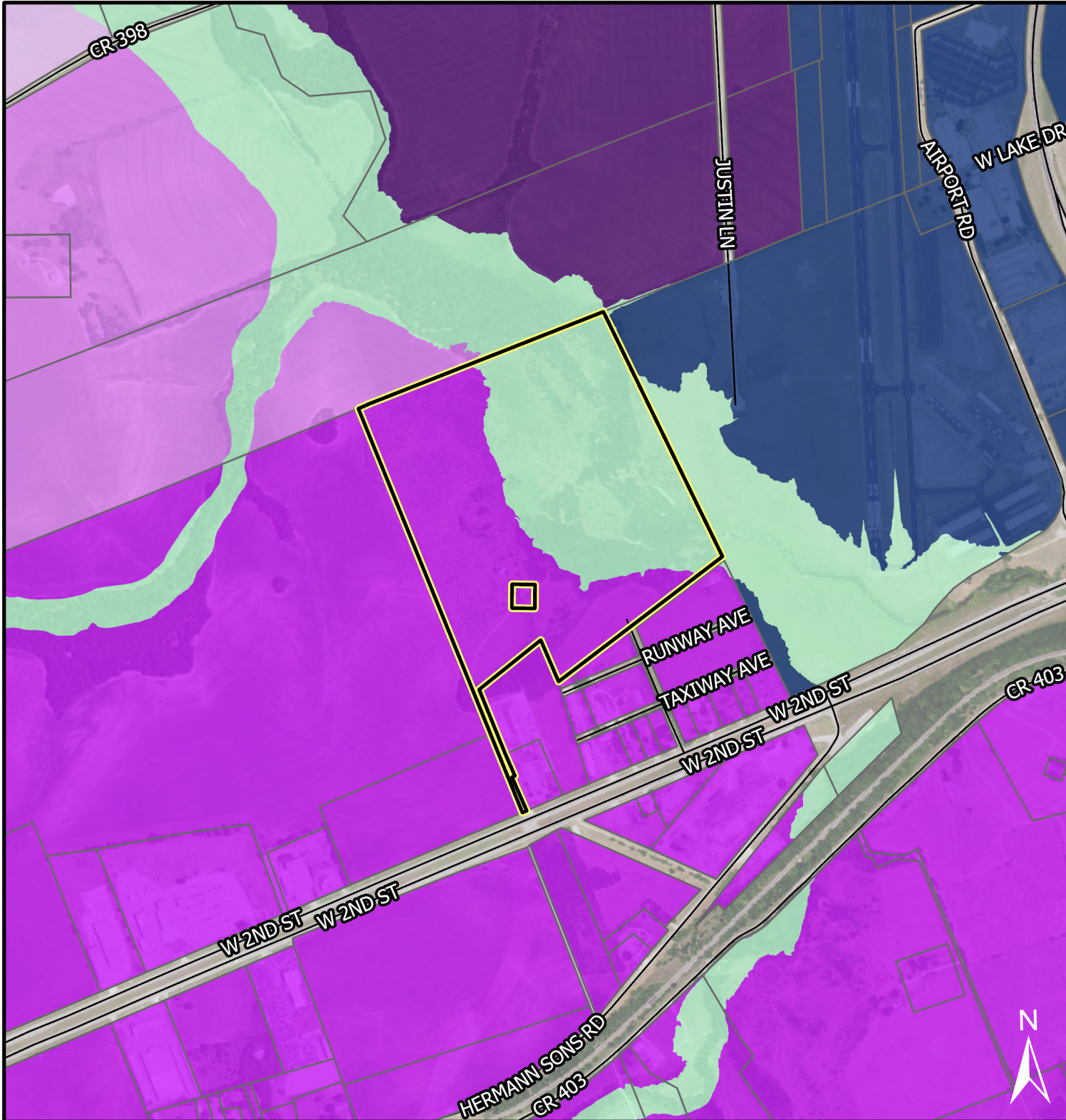


PZ-2023-1792

Generally located at 14501 U.S. 79
Comprehensive Plan Amendment -
Transportation Master Plan
Future Land Use Map

- Subject Property Initiating Request
- Parcels
- Streets
- Area of Minimal Change
- Employment: Regional
- Employment: Special Zone
- Market: Community
- Open Space

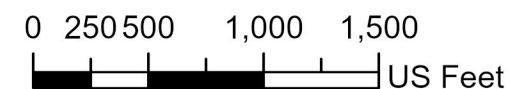
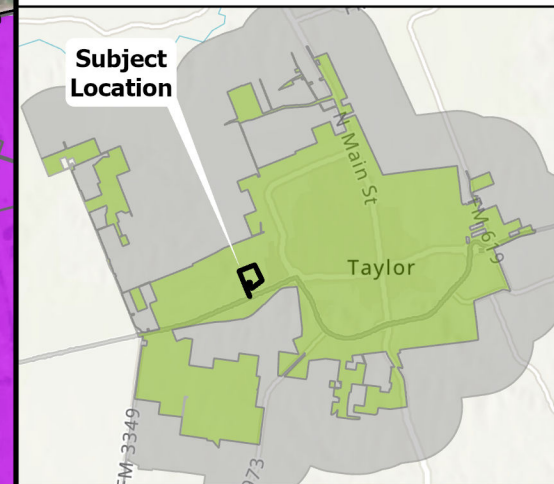




PZ-2023-1792

Generally located at 14501 U.S. 79
Comprehensive Plan Amendment -
Transportation Master Plan
Growth Sector Map

- Subject Property Initiating Request
- Parcels
- Streets
- Reserved Open Sector
- Future Growth Sector
- Controlled Growth Sector Tier I
- Controlled Growth Sector Tier II
- Intended Growth Sector
- Infill Growth Sector





Memo

Date: Thursday, September 07, 2023

Project: PZ-2023-1792 Taylor Texas Holdings

To: Courtney Peres, City of Taylor

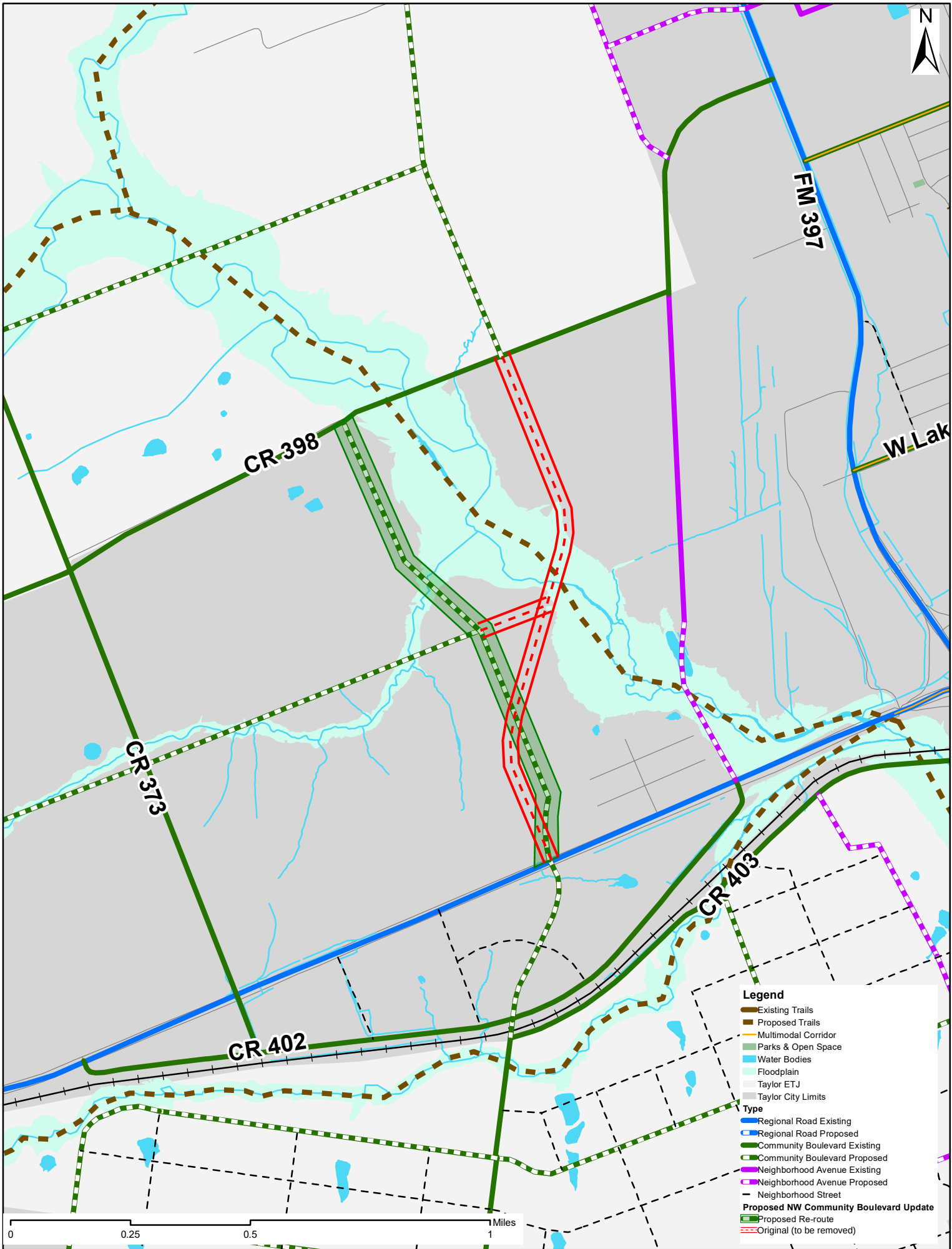
From: Leslie Pollack, P.E., PTOE, - HDR Engineering, Inc.

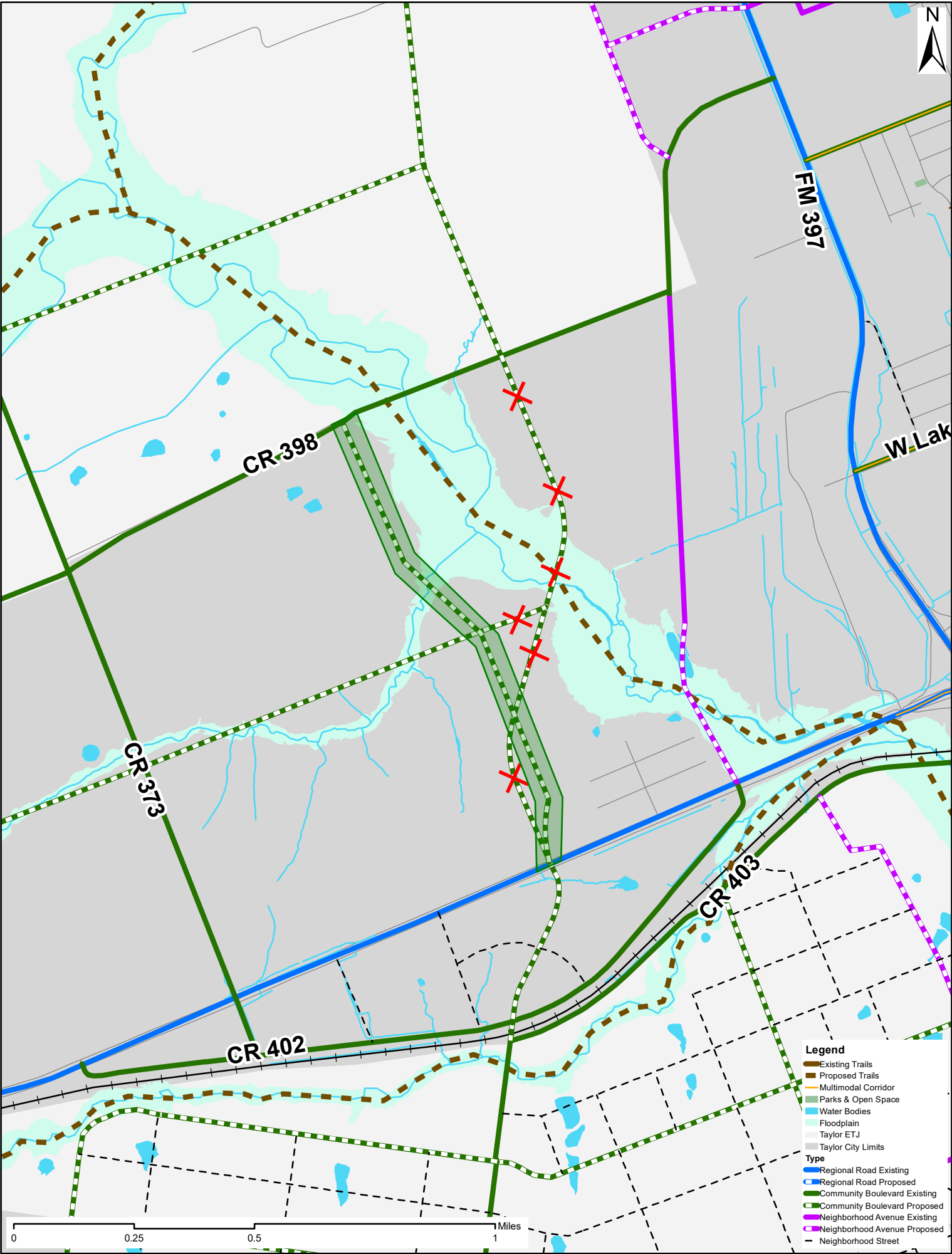
Subject: Comprehensive Plan Amendment of Transportation Plan

The Taylor Texas Holdings development is located northwest of the intersection of W 2nd Street (US-79) and CR 401. The adopted Transportation Plan proposes a future community boulevard extension from CR 401 north through the development, ultimately connecting with CR 366 at the Chandler Road intersection on the north side of the City of Taylor. The currently adopted boulevard alignment crosses a floodplain within the Taylor Texas Holdings site. This amendment realigns the community boulevard west outside much of the flood plain. This relocation will reduce infrastructure costs for construction of the boulevard. The realignment will cause the community boulevard to terminate at CR 398 and be discontinuous with the proposed community boulevard extension to the north. However, CR 398 provides an existing east/west connection across the floodplain for vehicles to travel.

The following are recommended:

- The community boulevard be relocated further west on the subject property to avoid the floodplain and reduce infrastructure costs (approximate alignment is shown on the attached exhibit)
- The community boulevard will align with CR 401 at W 2nd Street
- The community boulevard will terminate at CR 398 on the north
- The alignment of the community boulevard will follow City of Taylor standards for horizontal and vertical curvature
- The development will conduct a traffic operational analysis of the community boulevard and CR 398 when the Traffic Impact Analysis is required for the development





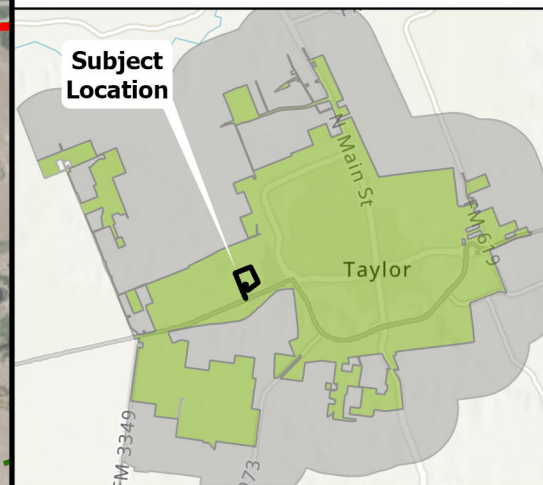
2023 Thoroughfare Plan - NW Proposed Community Blvd Update



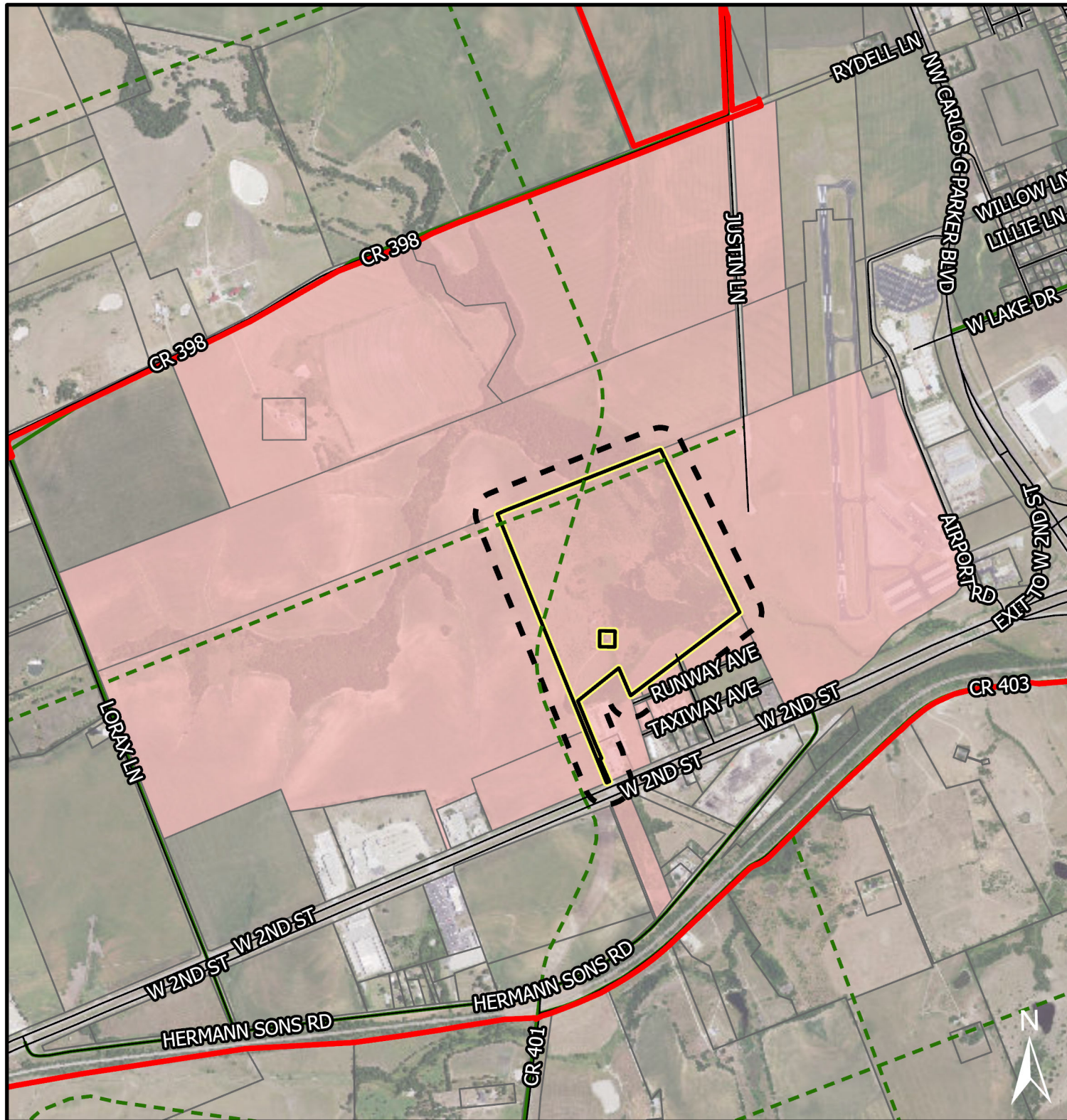
PZ-2023-1792

Generally located at 14501 U.S. 79
Comprehensive Plan Amendment -
Transportation Master Plan
Notification Map

- City Limits
- Streets
- Enhanced Community Boulevard
- Proposed Community Boulevard
- Subject Property Initiating Request
- 200' Buffer
- Notified Properties
- Parcels



0 500 1,000 2,000
US Feet



ORDINANCE NO. 2023-44

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING THE COMPREHENSIVE PLAN BY CHANGING THE TRANSPORTATION MASTER PLAN TO RE-ALIGN A PROPOSED COMMUNITY BOULEVARD (CR 401) GENERALLY LOCATED NEAR 14501 U.S. 79 IN AND ADJACENT TO A 69-ACRE TRACT OF LAND IN THE H.G. JOHNSON SURVEY, ABSTRACT NO. 348, EXTENDING NORTH THROUGH THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496; WILLIAMSON COUNTY APPRAISAL DISTRICT PARCEL R019338; PROVIDING FOR THE AMENDMENT OF THE PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE;

WHEREAS, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Taylor, Texas, a Texas home rule municipality (herein the “City”), to provide for and maintain a comprehensive plan for the City in accordance with Chapters 211, 212 and 213 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the amendment of the comprehensive plan herein promotes the public health, safety, morals, and welfare and provides for the orderly development of the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing on September 12, 2023, reviewed the amendments, and recommended that the City Council adopt the amendments to the Comprehensive Plan; and

WHEREAS, the City Council held a public hearing on September 28, 2023, at which the public was given the opportunity to give testimony and present written evidence; and

WHEREAS, after review, inquiry, and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amended Comprehensive Plan hereinafter set forth;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Comprehensive Plan-Transportation Master Plan. The City Council hereby adopts the amended Comprehensive Plan-Transportation Master Plan attached hereto as Exhibit “A”. The amended Comprehensive Plan-Transportation Master Plan replaces and supersedes the Comprehensive Plan-Transportation Master Plan that was in effect prior to the effective date of this Ordinance. The Comprehensive Plan-Transportation Master Plan, as it is amended from time to time, shall be kept in the office of the City Clerk and shall be available

for public inspection during normal office hours. Pursuant to Chapter 211 of the Texas Local Government Code, the re-alignment to the proposed Community Boulevard (CR 401) following the property line of R019338 and R635748 going north through R019625, and R019622 veering slightly to the left and then north again until meeting Country Road 398, shall be acted on in accordance with the Comprehensive Plan, as amended. Pursuant to Chapter 212 of the Texas Local Government Code, the Comprehensive Plan-Transportation Master Plan is the general plan of the City, and all plat applications subject to the City's jurisdiction shall be in conformance with the Comprehensive Plan-Transportation Master Plan, as amended. The City may amend the Comprehensive Plan-Transportation Master Plan at the discretion of the City Council in accordance with state law as necessary to address changing conditions in the City.

Section 3. Savings Clause. All rights and remedies of the City of Taylor are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning, platting, or the comprehensive plan within the City's jurisdiction which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 4. Severability Clause. 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. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chap. 551, Tex. Gov't. Code*.

PASSED, APPROVED, AND ADOPTED on the ____ day of _____, 2023.

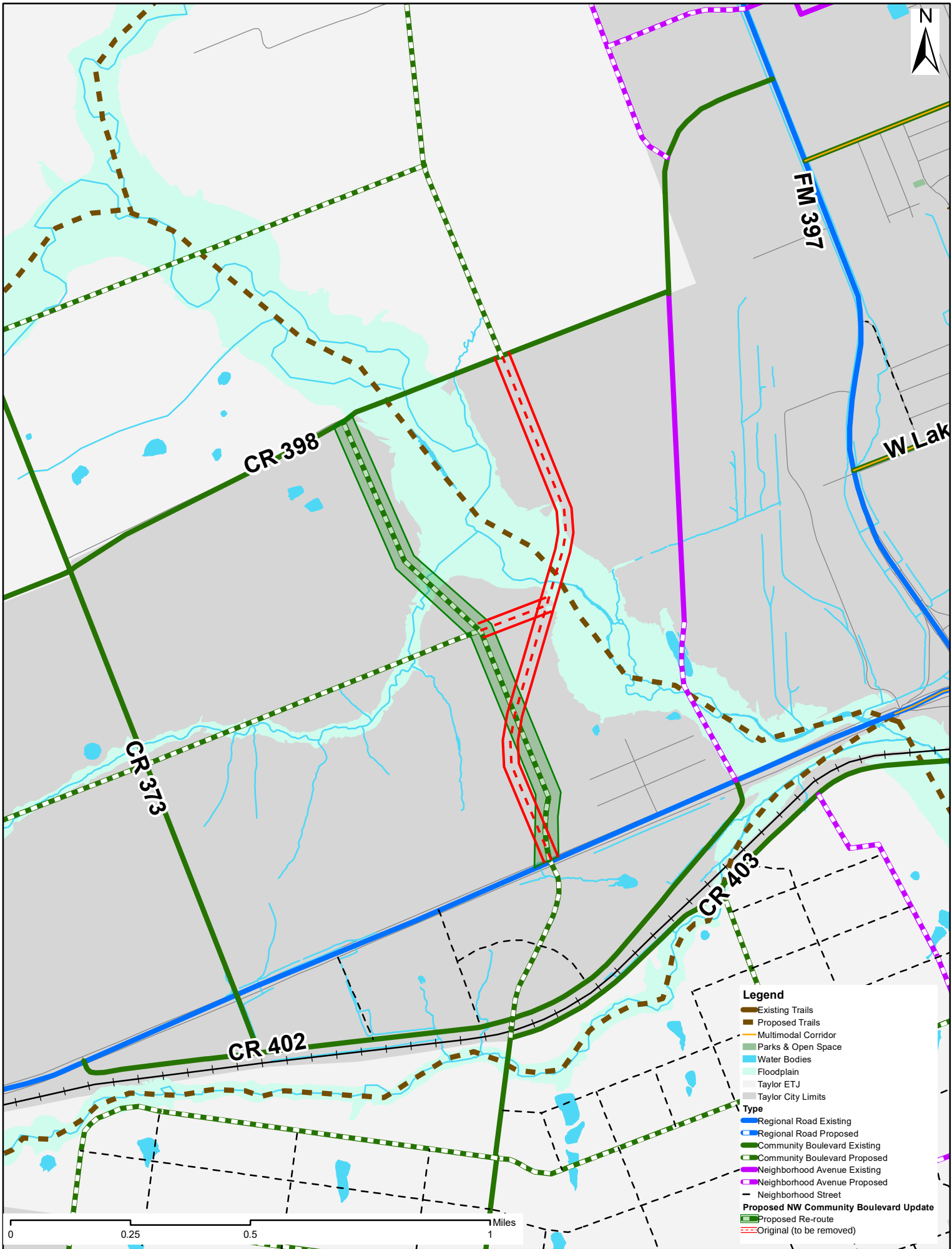
Brandt Rydell, Mayor

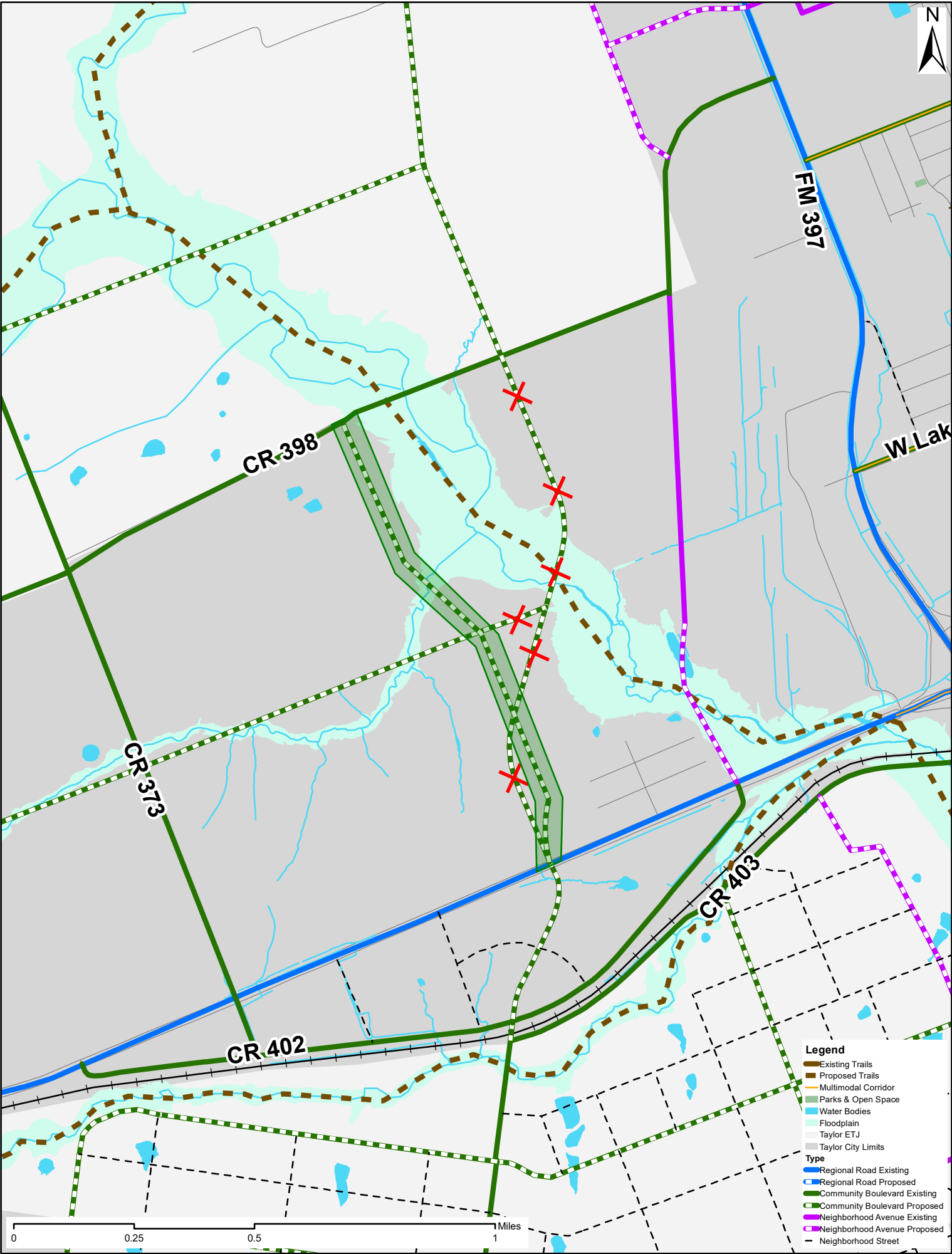
ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark Schroeder,
City Attorney





2023 Thoroughfare Plan - NW Proposed Community Blvd Update

City of Taylor City Council

September 28, 2023



PZ-2023-1792

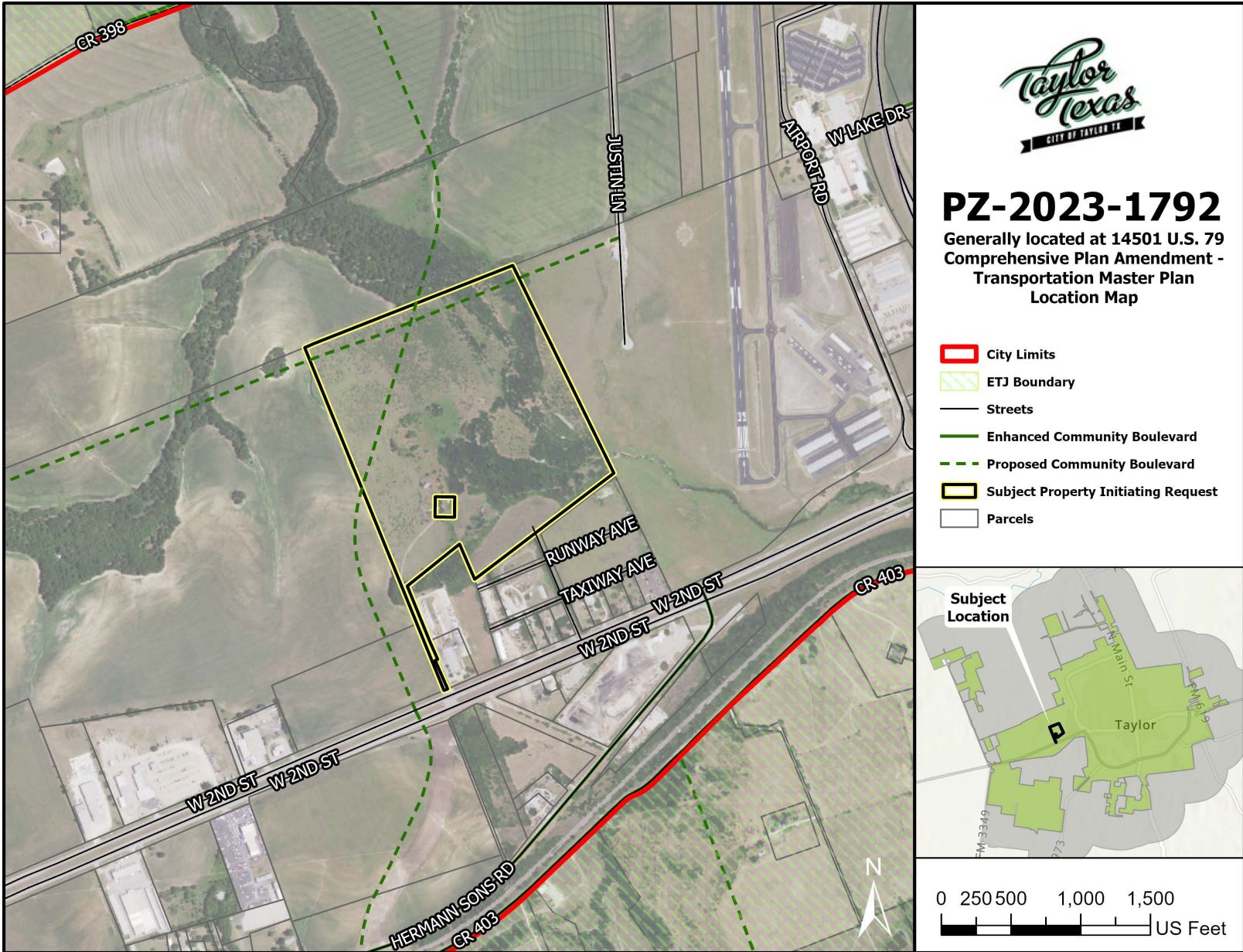
Comprehensive Plan Amendment –
Transportation Master Plan

14501 US 79

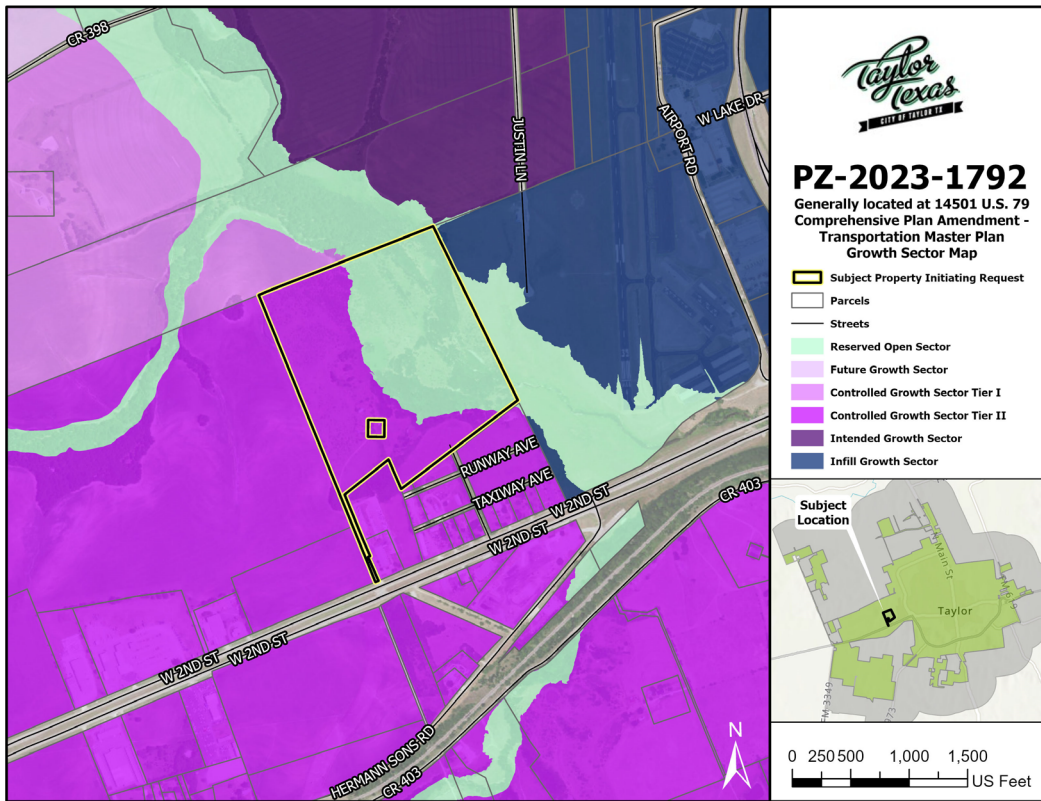
Development Process

1. **Comprehensive Plan Amendment**
2. **Rezoning** - Proposed land use(s) and compliance with the Comprehensive Plan.
3. **Preliminary Plat** - Division of land into lots (identifying lot boundaries, streets, easements, etc.).
4. **Subdivision Improvement Plans** - Detailed water, sewer, traffic impact & drainage studies and design.
5. **Final Plat** (After approved and accepted infrastructure improvements.)
6. **Building Permit** - Layout of building(s) on lot(s) and detailed construction drawings.

Location Map



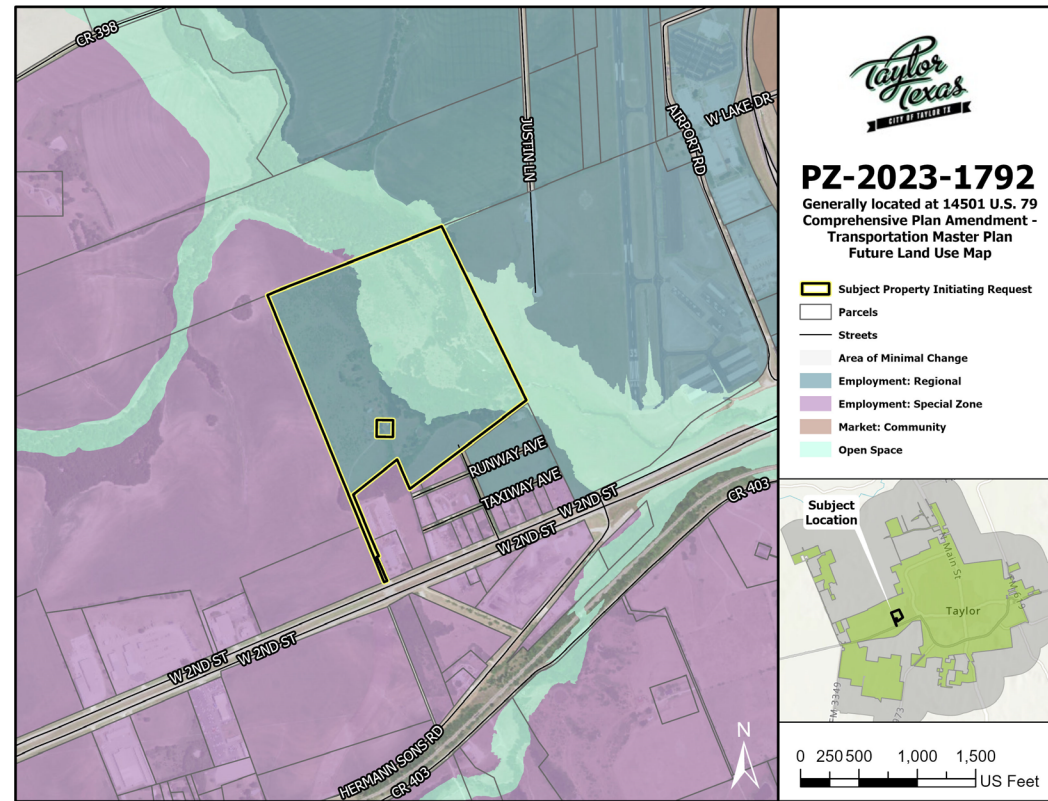
Growth Sector & Future Land Use



Controlled Growth Tier II:

The Controlled Growth Sector Tier II consists of areas where infrastructure is planned but not yet installed or areas where existing infrastructure lacks capacity and needs to be upgraded prior to expansion.

(Page 50)

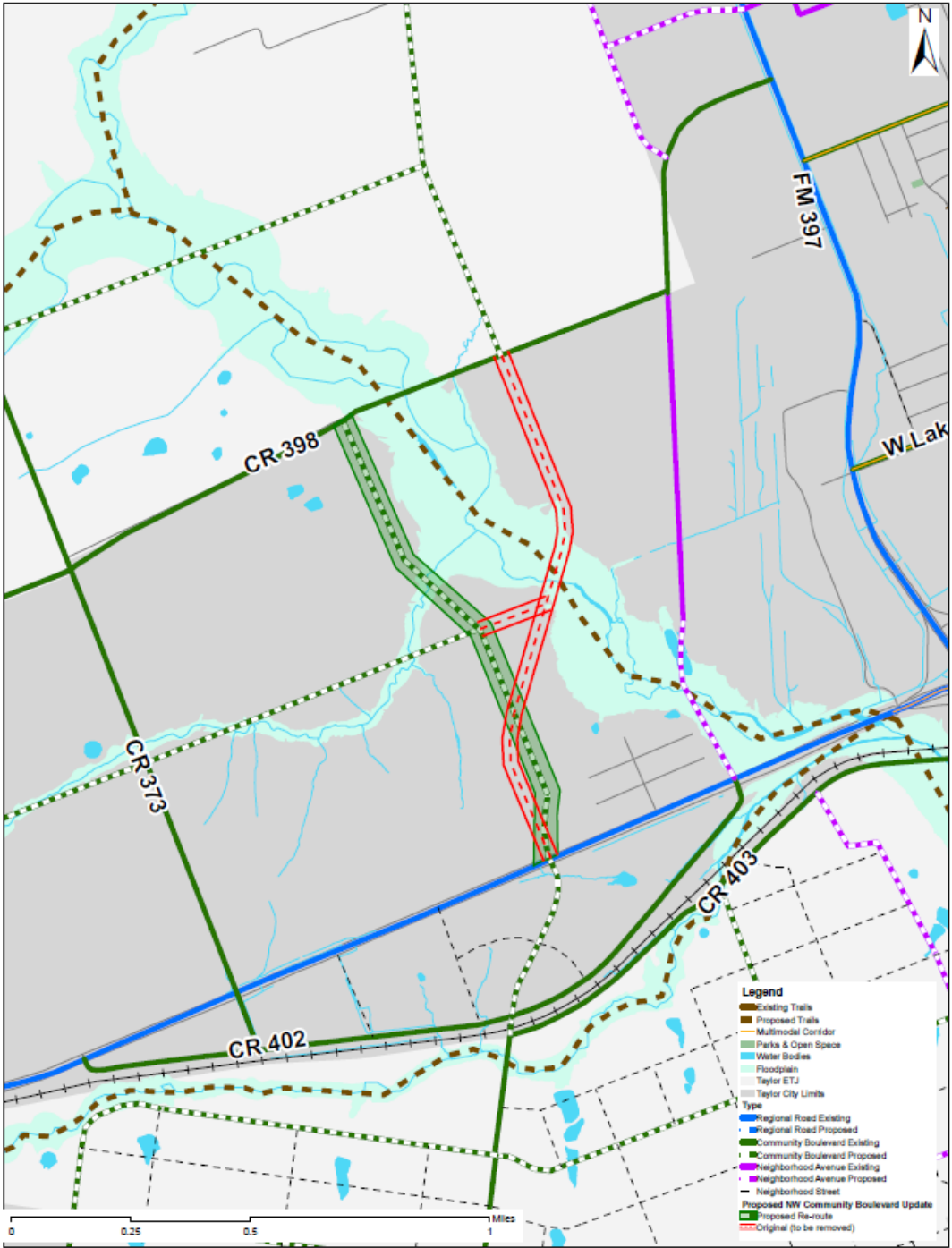


Employment Center: Regional

Employment Centers are mixed use areas centered around office or industrial uses that can support significant employment. The office and industrial uses help support local retail and restaurants.

(Page 75)

Transportation Master Plan
proposed route in GREEN
(red routes to be removed)



Transportation Engineer Recommendation

This relocation will reduce infrastructure costs for construction of the boulevard. The realignment will cause the community boulevard to terminate at CR 398 and be discontinuous with the proposed community boulevard extension to the north. However, CR 398 provides an existing east/west connection across the floodplain for vehicles to travel.

The following are recommended:

- The community boulevard be relocated further west on the subject property to avoid the floodplain and reduce infrastructure costs (approximate alignment is shown on the attached exhibit)
- The community boulevard will align with CR 401 at W 2nd Street
- The community boulevard will terminate at CR 398 on the north
- The alignment of the community boulevard will follow City of Taylor standards for horizontal and vertical curvature
- The development will conduct a traffic operational analysis of the community boulevard and CR 398 when the Traffic Impact Analysis is required for the development

P&Z Recommendation

On September 12, 2023, the Planning and Zoning Commission voted to recommend **Approval** of the requested amendment to the Transportation Master Plan.



City Council Meeting

September 28, 2023

Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 10

Agenda Title: **Hold a public hearing and introduce Ordinance 2023-47, PZ-2023-1592, regarding a request to amend the city limits by increasing it by approximately 15.429 acres of land generally located north of Elm Branch Trail part of 25.5 acres of the Davis Tract Phase I Planned Development.**

Council Action to be taken: Hold Public Hearing and Introduce Ordinance

Department Submitted: Development Services

Staff Contact: Colin Harrison, Director of Development Services

1. PURPOSE/DESCRIPTION

The applicant has requested to voluntary annex 15.429 acres part of 25.5 acres into the City of Taylor limits concurrently with the Davis Tract Phase I Planned Development.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Upon analyzing the request, the proposal to voluntary annex 15.429 acres as single family/planned development is considered consistent with the Comprehensive Plan. The uses are consistent with the following policies in the Comprehensive Plan:

- **LU1** – New Development should resemble the form and scale of traditional development patterns.
 - The development provides internal street connectivity and follows the traditional small block pattern of Taylor.
- **LU11** – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.
 - Developing in an area with existing infrastructure and taking advantage of a Planned Development allows the subject property to easily connect to utilities and provide a denser development while keeping with the desires of the Comprehensive Plan.
- **H4** – Infill missing middle housing and accessory dwelling units should be prioritized over new, large lot single family development.
 - The applicant has proposed single family housing with varying lot sizes to increase the density within phase one of the development.

In summary, the applicant's request to voluntary annex 15.429 acres that incorporates a variety of residential lot sizes consistent with the Comprehensive Plan in the proposed location. The applicant's use of the urban design consultant has allowed for collaboration between the applicant and the city. The results of the Planned Development will create a walkable, human-scaled environment that aligns with the city's goals to keep Taylor developed within a grid-like pattern, remain within an area with existing utilities, and incorporate a variety of housing types.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides Infill • Increases Density • Increases Tax Base • Increases Housing • Increases Housing Types	○ N/A

4. RECOMMENDATION

Staff recommends approval of voluntary annexation to the City Council for the proposed zoning amendment. The Planning and Zoning Commission recommended approval of the planned development attached to this voluntary annexation to the City Council for the proposed zoning amendment on September 12, 2023.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation of Planned Development – September 12, 2023

City Council public hearing and ordinance of voluntary annexation introduction – September 28, 2023

City Council consideration of ordinance approval of voluntary annexation – October 12, 2023

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 10a. [Annexation Petition and Field Notes](#)
- 10b. [Letter of Intent from the Applicant](#)
- 10c. [Location Map](#)
- 10d. [Ordinance 2023-47](#)
 - 10d.1 [Exhibit A](#) – Survey
 - 10d.2 [Exhibit A](#) – Field Notes
 - 10d.3 [Exhibit B](#) – Annexation Service Plan
- 10e. [PZ-2022-1592 – Staff PowerPoint Presentation](#)

ANNEXATION REQUIREMENTS

Annexation Letter of Intent

To be submitted at the time of the zoning application. There is no official form for this letter, and it may be submitted by the property owner or agent. This letter shall indicate that the property owner will petition the City Council for annexation in conjunction with the zoning request.

Annexation Petition

To be signed and notarized by the property owner submitted no earlier than 30 calendar days before the request is presented to the City Council. The executed Petition must be submitted no later than 5 calendar days before the proposed Council date. However, to ensure the Petition request is properly scheduled and reviewed, it is highly recommended to submit the Petition 20 to 30 days prior to the anticipated Council review date. (Template follows)

Exhibit A

Legal description if a legally recorded lot or a metes and bounds description if unplatted acreage. The description shall be typed, include acreage information, the name of original or patent survey, be printed on 8 1/2" x 11" paper, and include a legible sketch or survey plot of the property. If a metes and bounds description is prepared, it must be signed and sealed by the Registered Professional Land Surveyor who prepared it. This exhibit shall be entitled "EXHIBIT A" (Two original copies required.)

Ownership Document(s)

Clean copy of recorded warranty deed or other document(s) conveying ownership of all the property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign Petition on behalf of entity must be included.

Utility Provision Statement

A statement by the property owner stating the property is within the City of Taylor's CCN (service area) for water and wastewater service and an estimation of how the property will be connected by the owner to that existing water and wastewater system.

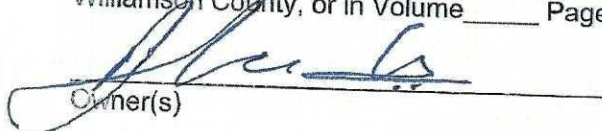
ANNEXATION OR CITY LIMITS EXTENSION

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF TAYLOR, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is (1) one-half mile or less in width, (2) contiguous to the city limits, and (3) vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as a part of the City of Taylor, Texas, the property described in Exhibit "A", attached hereto and made a part hereof.

We hereby certify, under oath, that:

WE ARE THE TRUE AND ONLY OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to us in Deed(s) recorded as Document No. _____, Official Public Records of Williamson County, or in Volume _____ Page _____, Deed Records of Williamson County.


Owner(s)

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public, by _____
this _____ day of _____, 20____, A.D.

Notary Public, State of Texas

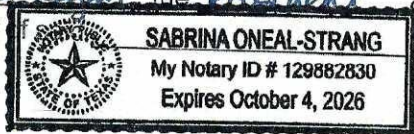
ACKNOWLEDGMENT (INDIVIDUAL)

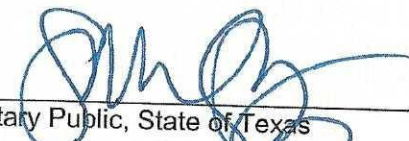
This instrument was acknowledged before me on the ____ day of _____, 20__, by _____.

Notary Public, State of Texas

ACKNOWLEDGMENT (CORPORATE)

This instrument was acknowledged before me on the 7th day of September, 2023, by Dharma Rajah the President of Epitome Development, a Texas Corporation, on behalf of _____.





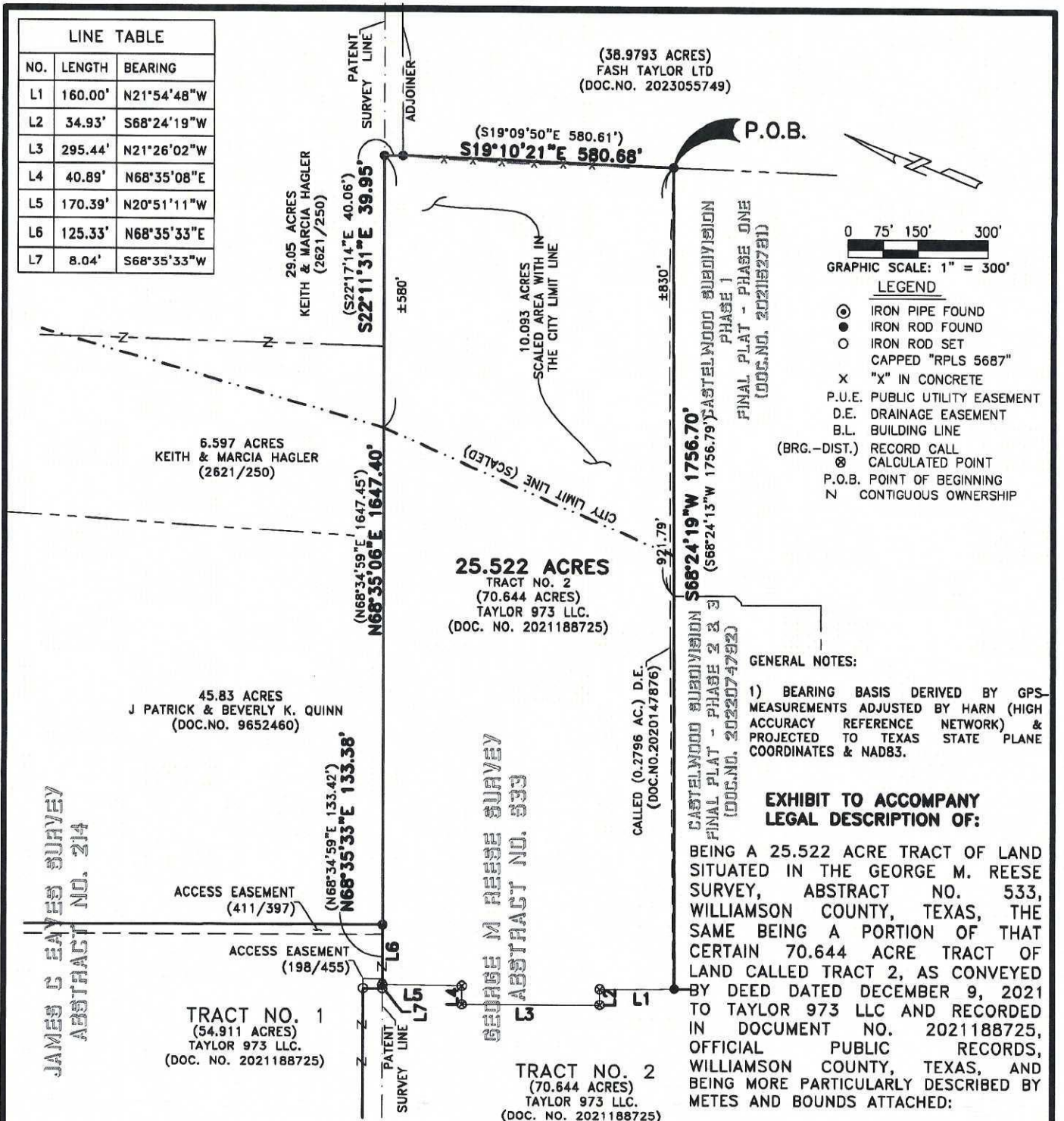
Notary Public, State of Texas

For Office Use Only

DATE RECEIVED: _____

CITY COUNCIL HEARING DATE: _____

LINE TABLE		
NO.	LENGTH	BEARING
L1	160.00'	N21°54'48"W
L2	34.93'	S68°24'19"W
L3	295.44'	N21°26'02"W
L4	40.89'	N68°35'08"E
L5	170.39'	N20°51'11"W
L6	125.33'	N68°35'33"E
L7	8.04'	S68°35'33"W



- 0 75' 150' 300'
- GRAPHIC SCALE: 1" = 300'
- LEGEND**
- ⊙ IRON PIPE FOUND
 - IRON ROD FOUND
 - IRON ROD SET
 - ⊗ CAPPED "RPLS 5687"
 - X "X" IN CONCRETE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - B.L. BUILDING LINE
 - (BRG.-DIST.) RECORD CALL
 - ⊗ CALCULATED POINT
 - P.O.B. POINT OF BEGINNING
 - N CONTIGUOUS OWNERSHIP

GENERAL NOTES:

1) BEARING BASIS DERIVED BY GPS-MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES & NAD83.

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION OF:**

BEING A 25.522 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, THE SAME BEING A PORTION OF THAT CERTAIN 70.644 ACRE TRACT OF LAND CALLED TRACT 2, AS CONVEYED BY DEED DATED DECEMBER 9, 2021 TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED:

I, RICHARD H. TAYLOR, DO HEREBY CERTIFY THAT THIS PLAT OF THE PROPERTY SHOWN HEREON, WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING MAY 17, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC RIGHT OF WAY.

Richard H. Taylor

RICHARD H. TAYLOR, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
NUMBER 3986 STATE OF TEXAS
©:ASH & ASSOCIATES, L.L.C.

08/15/2023
DATE



ASH & ASSOCIATES

SURVEYING - PLANNING - MAPPING
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100847-00

"SERVING THE COMMUNITY OF TEXAS"



8512 Bestride Bend Austin, TX 78744

Phone: 512-779-9464

Viewpointengineering.com

RE: Annexation Application Letter of Intent

Mr Yantis,

On behalf of Taylor 973 LLC, it is my sincere pleasure to present a voluntary annexation submittal for a approximately 15.429 acre tract currently primarily located within the City of Taylor ETJ. An approximately 10.093 acre portion of the property is currently located within the City limits with the remainder of the property being located within the City of Taylor 1-mile ETJ.

We sincerely look forward to working with staff to continue to optimize this conceptual plan into something the City of Taylor and the developer can be proud of. Please feel free to contact me directly at 512-779-9464.

Warm Regards,

A handwritten signature in black ink that reads "Luke Caraway". The signature is fluid and cursive, with the first name "Luke" and last name "Caraway" clearly distinguishable.

Luke Caraway, P.E.

Vice President, Planning and Design

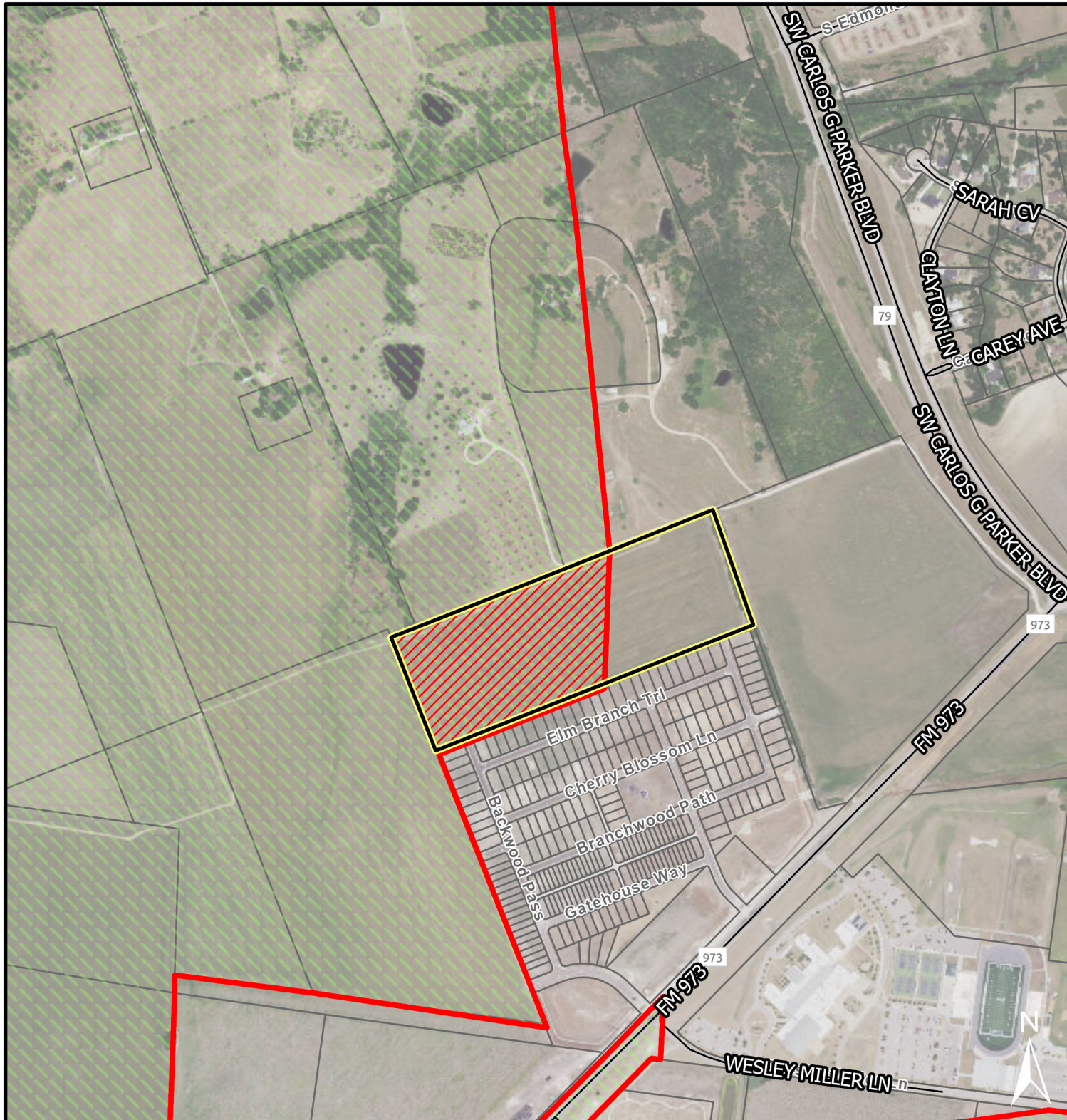
Lcaraway@viewpointengineering.com



PZ-2022-1592

Generally located north of
Elm Branch Trl.
Approximately 25.5 acres
Voluntary Annexation
Location Map

- Subject Property
- Proposed Area for Voluntary Annexation
- City Limits
- ETJ Boundary
- Streets
- Parcels



0 200 400 800 1,200
US Feet

ORDINANCE NO. 2023-47

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

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

WHEREAS, the procedures prescribed by the Texas Local Government Code and Charter of the City of Taylor, Texas, and the laws of this state have been duly followed with respect to the following territory, consisting of approximately 15.429 acres, generally located north of Elm Branch Trail in the extraterritorial jurisdiction of the City of Taylor and further described in Exhibit “A”.

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

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

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

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2023-47 was introduced before the Taylor City Council on the 28th day of September 2023.

PASSED, APPROVED, and ADOPTED on the 12 day of October, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-47, passed and approved by the City Council of the City of Taylor, Texas, on the 12th day of October, 2023, 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 _____, 2023.

Dianna McLean
City Clerk

LINE TABLE		
NO.	LENGTH	BEARING
L1	160.00'	N21°54'48"W
L2	34.93'	S68°24'19"W
L3	295.44'	N21°26'02"W
L4	40.89'	N68°35'08"E
L5	170.39'	N20°51'11"W
L6	125.33'	N68°35'33"E
L7	8.04'	S68°35'33"W

(38.9793 ACRES)
FASH TAYLOR LTD
(DOC. NO. 2023055749)

P.O.B.

0 75' 150' 300'
GRAPHIC SCALE: 1" = 300'

LEGEND

- IRON PIPE FOUND
- IRON ROD SET
- CAPPED "RPLS 56877"
- x "X" IN CONCRETE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- (BRG.-DIST.) RECORD CALL
- ⊗ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- N CONTIGUOUS OWNERSHIP

25.522 ACRES

TRACT NO. 2
(70.644 ACRES)
TAYLOR 973 LLC.
(DOC. NO. 2021188725)

GENERAL NOTES:

- 1) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES & NAD83.

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION OF:**

BEING A 25.522 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, THE SAME BEING A PORTION OF THAT CERTAIN 70.644 ACRE TRACT OF LAND CALLED TRACT 2, AS CONVEYED BY DEED DATED DECEMBER 9, 2021 TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED:

I, RICHARD H. TAYLOR, DO HEREBY CERTIFY THAT THIS PLAT OF THE PROPERTY SHOWN HEREON, WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING MAY 17, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC RIGHT OF WAY.

Richard H. Taylor

RICHARD H. TAYLOR, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
NUMBER 3986 STATE OF TEXAS

©:ASH & ASSOCIATES, L.L.C.

08/15/2023

DATE



ASH & ASSOCIATES

SURVEYING - PLANNING - MAPPING
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
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Surveying: 100847-00

"SERVING THE COMMUNITY OF TEXAS"

JOB NO: 22-8145 DRAWN BY: MM FB: -



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"Serving the Community of Texas"

142 Jackson Lane
San Marcos, Texas 78666
Phone: 512-392-1719
ashandassociates.net

STATE OF TEXAS
COUNTY OF WILLIAMSON

ANNEXATION TRACT
25.522 ACRES
GEORGE M. REESE SURVEY
ABSTRACT NO. 533

BEING A 25.522 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, THE SAME BEING A PORTION OF THAT CERTAIN 70.644 ACRE TRACT OF LAND CALLED TRACT 2, AS CONVEYED BY DEED DATED DECEMBER 9, 2021 TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT AN EAST CORNER OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, FOR THE EAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, SAME BEING AT THE COMMON NORTH CORNER OF CASTLEWOOD SUBDIVISION, PHASE NO. 1, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN DOCUMENT NO. 2021152781 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING IN THE SOUTHWEST LINE OF THAT CERTAIN CALLED 39.9793 ACRE TRACT OF LAND, AS CONVEYED BY DEED TO FASH TAYLOR AND RECORDED IN DOCUMENT NO. 2023055749, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE SOUTH 68°24'19" WEST (S68°24'13"W RECORD), DEPARTING SAID FASH TAYLOR CALLED 38.9793 ACRE TRACT, WITH A SOUTHEAST LINE OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, AND THE COMMON NORTHWEST LINE OF SAID CASTLEWOOD SUBDIVISION PHASE NO. 1, PASSING AN APPROXIMATE DISTANCE OF 830 FEET THE SCALED TAYLOR CITY LIMIT LINE, AT A DISTANCE OF 921.79 FEET PASSING A WEST CORNER OF SAID CASTLEWOOD SUBDIVISION PHASE NO. 1 AND THE COMMON NORTH CORNER OF CASTLEWOOD SUBDIVISION PHASE 2 & 3, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN DOCUMENT NO. 2022074792 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONTINUING ON FOR A TOTAL DISTANCE OF **1756.70 FEET** (1756.79' RECORD) TO A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, AND THE COMMON WEST CORNER OF SAID CASTLEWOOD SUBDIVISION PHASE 2 & 3, FOR THE SOUTH CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE DEPARTING SAID CASTLEWOOD SUBDIVISION PHASE 2 & 3, THROUGH AND SEVERING SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, THE FOLLOWING COURSES AND DISTANCES NUMBERED (1) THROUGH (5):

- 1) **NORTH 21°54'48" WEST**, A DISTANCE OF **160.00 FEET** TO CORNER;
- 2) **SOUTH 68°24'19" WEST**, A DISTANCE OF **34.93 FEET** TO CORNER;
- 3) **NORTH 21°26'02" WEST**, A DISTANCE OF **295.44 FEET** TO CORNER;
- 4) **NORTH 68°35'08" EAST**, A DISTANCE OF **40.89 FEET** TO CORNER;
- 5) **NORTH 20°51'11" WEST**, A DISTANCE OF **170.39 FEET** TO CORNER FOR THE WEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, SAME BEING A NORTHWEST LINE OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, AND THE COMMON SOUTHEAST LINE OF THAT CERTAIN CALLED 54.911 ACRE TRACT OF LAND - TRACT 1, AS CONVEYED BY SAID DEED DATED DECEMBER 9, 2021, TO TAYLOR 973 LLC, RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND FROM WHICH A COMMON CORNER OF SAID TRACTS 1 AND 2 BEARS SOUTH 68°35'33" WEST (S68°34'59" W RECORD), A DISTANCE OF 8.04 FEET;

THENCE NORTH 68°35'33" EAST (N68°34'59"W RECORD), WITH THE NORTHWEST LINE OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, AND A COMMON SOUTHEAST LINE OF SAID TAYLOR CALLED 54.911 ACRE TRACT 1, A DISTANCE OF **125.33 FEET** TO A 1/2" IRON ROAD FOUND AT A FENCE CORNER AT A CORNER OF SAID TAYLOR 973 LLC. CALLED 70.644 ACRE TRACT 2, AND A COMMON EAST CORNER OF SAID TAYLOR 973 LLC. CALLED 54.911 ACRE TRACT 1, FOR A CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, SAME BEING AT THE SOUTH CORNER OF THAT CERTAIN CALLED 45.83 ACRE TRACT OF LAND, AS CONVEYED BY DEED TO J. PATRICK AND BEVERLY K. QUINN AND RECORDED IN DOCUMENT NO. 9652460, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE NORTH 68°35'06" EAST (N68°34'59"E RECORD), CONTINUING WITH THE NORTHWEST LINE OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, PASSING THE EAST CORNER OF SAID QUINN CALLED 45.83 ACRE TRACT AND A COMMON SOUTH CORNER OF THAT CERTAIN CALLED 6.597 ACRE TRACT OF LAND, AS CONVEYED BY DEED TO KEITH & MARCIA HAGLER AND RECORDED IN VOLUME 2621, PAGE 250, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, PASSING THE EAST CORNER OF SAID HAGLER CALLED 6.594 ACRE TRACT, AND A COMMON SOUTH CORNER OF THAT CERTAIN CALLED 29.05 ACRE TRACT OF LAND, AS CONVEYED BY DEED TO KEITH & MARCIA HAGLER AND RECORDED IN VOLUME 2621, PAGE 250, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND CONTINUING ALONG THE MEANDERS OF A WIRE FENCE, A TOTAL DISTANCE OF **1647.40 FEET** (1647.45' RECORD) TO A 1/2" IRON ROAD FOUND AT A FENCE CORNER AT A NORTH CORNER OF SAID TAYLOR 973 LLC. CALLED 70.644 ACRE TRACT 2, AND A COMMON INTERIOR CORNER OF SAID HAGLER CALLED 29.05 ACRE TRACT, FOR THE NORTH CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

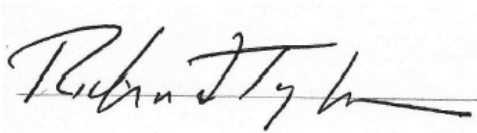
THENCE SOUTH 22°11'31" EAST (S22°17'14"E RECORD), WITH THE NORTHEAST LINE OF SAID TAYLOR 973 LLC. CALLED 70.644 ACRE TRACT 2, AND A COMMON SOUTHWEST LINE OF SAID HAGLER CALLED 29.05 ACRE TRACT, ALONG THE MEANDERS OF A WIRE FENCE, A DISTANCE OF **39.95 FEET** (40.06' RECORD) TO A 1/2" IRON ROAD FOUND AT A FENCE CORNER AT A CORNER OF SAID TAYLOR 973 LLC. CALLED 70.644 ACRE TRACT 2, AND A COMMON SOUTH CORNER OF SAID HAGLER CALLED 29.05 ACRE TRACT, SAME BEING AT THE WEST CORNER OF THE AFORESAID FASH TAYLOR CALLED 38.9793 ACRE TRACT, FOR A CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE SOUTH 19°10'21" EAST (S19°09'50"E RECORD), WITH THE NORTHEAST LINE OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, AND THE COMMON SOUTHWEST LINE OF SAID FASH TAYLOR CALLED 38.9793 ACRE TRACT, ALONG THE MEANDERS OF A WIRE FENCE, A DISTANCE OF 580.68 FEET (580.61' RECORD) TO POINT OF BEGINNING AND CONTAINING 25.522 ACRES OF LAND.

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

ATTACHED HERewith IS AN EXHIBIT DRAWING WHICH IS AN INTEGRAL PART OF THIS METES AND BOUNDS DESCRIPTION.

I, RICHARD H. TAYLOR, DO CERTIFY THAT THIS DESCRIPTION AND ASSOCIATED EXHIBIT WERE PREPARED THIS DATE FROM A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION DURING MAY 17, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



RICHARD H. TAYLOR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 3986 STATE OF TEXAS
ATTACHMENT: DRAWING OF 25.522 ACRE ANNEXATION TRACT
JOB:

08/15/2023

DATE



VOLUNTARY ANNEXATION SERVICE PLAN

This **Voluntary Annexation Service Plan** (“**Service Plan**”), which is incorporated by reference as additional terms, conditions, and provisions of that certain, shall constitute, and is hereby deemed to be, the written agreement between the City of Taylor, Texas (“City”) and Taylor 973 LLC (“Owner”) required by Section 43.0672 of the Texas Local Government Code relating to the provision of municipal services to the Property upon enactment by the City of an ordinance annexing the Property into the City’s corporate limits in response to the Company’s voluntary petition requesting annexation (“**the Petition**”) delivered to the City pursuant to Section 43.0671 of the Texas Local Government Code. For purposes of this Service Plan, the Property, as described in Exhibit “A” to the Petition, shall be referred to as the “**Annexed Area**”.

The City will provide the Annexed Area with Municipal Services in compliance with the Texas Local Government Code in accordance with the following schedule A-K:

- A. **CODE ENFORCEMENT, BUILDING INSPECTION, ETC.:** The City will provide code enforcement, building inspection services, and permit issuances to the area immediately upon annexation to the Annexed Area and in accordance with Article IV, Article V.
- B. **EMERGENCY MEDICAL SERVICES:** Emergency Medical Services will be provided to the Annexed Area by Williamson County EMS and the City’s Fire Department. Said services will be made available to the Annexed Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area and in accordance with City budget appropriations.
- C. **FIRE:** The City has a full-time career fire department under the direction of the Fire Chief, and Assistant Fire Chief to provide fire protection and paramedic-level emergency medical services. Upon the effective date of the annexation, said services will also be made available to the Annexed Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed Annexed Area in accordance with City budget appropriations.
- D. **POLICE:** The City provides municipal police protection to its businesses and residents, including routine patrols throughout the City and law enforcement services upon call. Upon the effective date of the Annexation, said services will also be made available to the Annexed Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexed Property and in accordance with City budget appropriations.

- E. WATER SERVICE AND MAINTENANCE OF WATER FACILITIES:** Water service will be provided in accordance with the applicable codes and departmental policy as development occurs in the area. Inspection of water distribution lines will be provided under the statutes of the State of Texas. Any water service will be provided by the City utility department on the same terms, conditions, and requirements as are applied to all similarly situated areas and customers of the City and subject to all ordinances, regulations, and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. Water services will be provided to the Area at the expense of the developer thereof in accordance with the then current development standards and subdivision regulations of the City. Extension of service shall comply with City codes and ordinances.
- F. SANITARY SEWER SERVICE AND MAINTENANCE:** Sanitary sewer service will be provided in accordance with applicable City codes and departmental policy as development occurs within the Area. Any sewer service will be provided by the City utility department on the same terms, conditions, and requirements applied to all similarly situated areas and customers of the City, subject to all ordinances, regulations, and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its policies. Sanitary sewer services will be provided to the Area at the expense of the developer thereof in accordance with the then current development standards and subdivision regulations of the City. Extension of service shall comply with applicable codes and ordinances.
- G. SOLID WASTE COLLECTION:** Solid Waste Collection services will be provided to the Annexed Area upon annexation in accordance with ordinances and City policies in effect at the time of annexation and within the City's budget appropriations.
- H. MAINTENANCE OF ROADS, STREET, AND STREET LIGHTING:** The City will begin maintenance of current roads and streets within the Annexed Area and as required by city ordinance upon the effective date of the Annexation. Such streets and roads shall be maintained in their current condition and on the same basis as other areas in the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area. Any such resurfacing or upgrade shall be made in accordance with current City policies and adopted Standard Construction Details or as approved by the City Engineer. The City will coordinate any request for street lighting with electric providers in accordance with City policy.
- I. PUBLIC LIBRARY SERVICES AND OTHER PUBLICLY OWNED FACILITIES, BUILDINGS AND SERVICES:** At this time there are no public library services in the Annexed Area. Property owners and residents of the Annexed Area may use the City's existing public library and other publicly owned facilities, buildings, and services within the City on the same basis as other residents of the City upon annexation with such privileges being provided within the City budget appropriations.

- J. PARKS, PLAYGROUNDS AND OTHER PUBLIC RECREATION FACILITIES AND SERVICES:** At this time there are no parks, playgrounds, or other public recreation facilities in the Annexed Area. Property owners and residents of the Annexed Area may use the City's existing public parks, playgrounds, and other recreational facilities and services of the City on the same basis as other residents of the City upon annexation and in accordance with City budget appropriations.
- K. GENERAL MUNICIPAL ADMINISTRATION:** General municipal administration services will be available to the Annexed Area upon the effective date of the Annexation. This Service Plan provides for full municipal services to the Annexed Area that are adequate to serve the Annexed Area on the same basis as municipal services are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area. Further, said municipal services are equal to or greater than the services and level of such services in existence in the Annexed Area immediately preceding the effective date of Annexation. This Service Plan does not constitute a right to a superior level of services in the Annexed Area; provided.

City of Taylor City Council

September 28, 2023

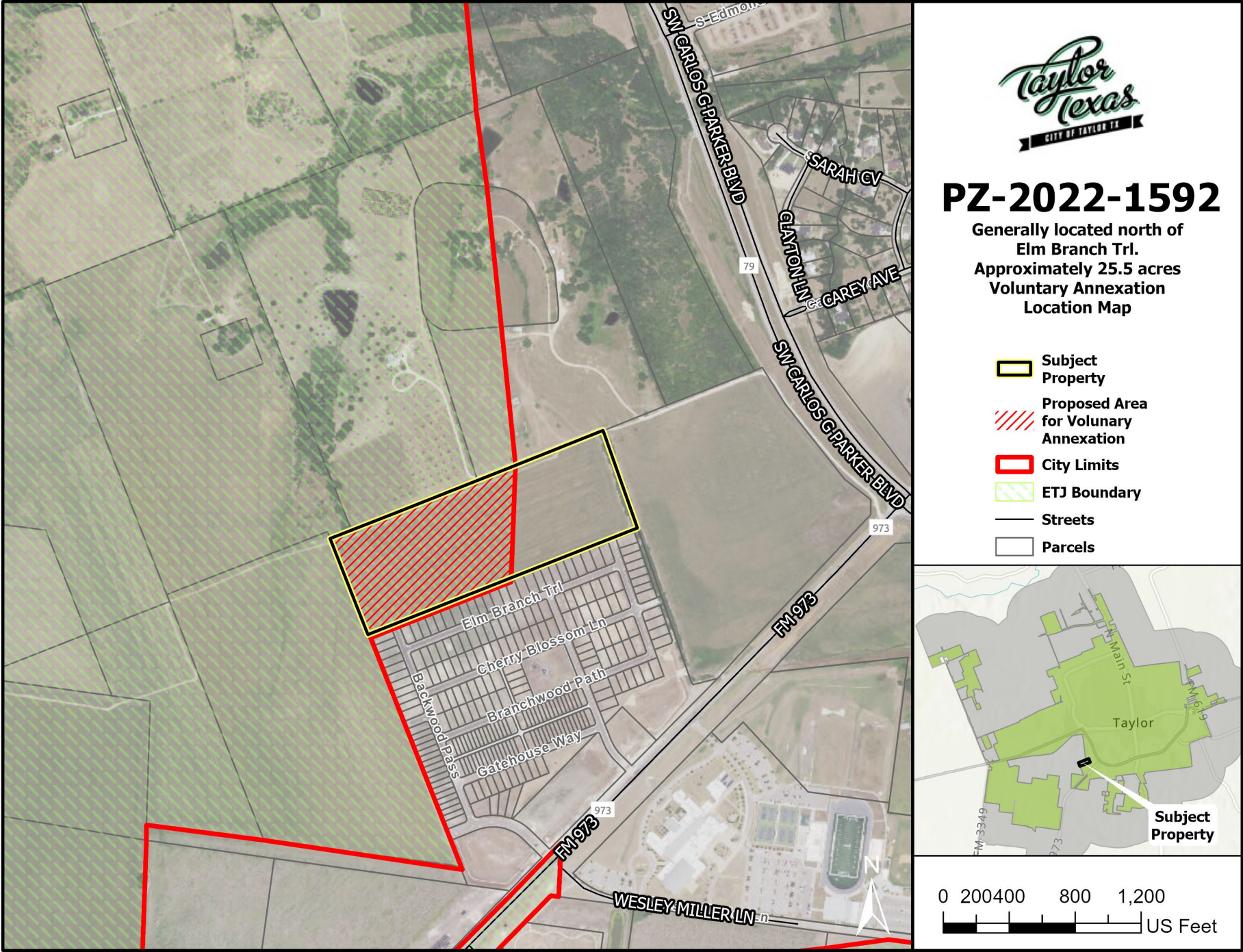


PZ-2022-1592

Voluntary Annexation – Davis Tract Phase 1

Location Map

Address/Location:
Generally located north of
Elm Branch Trail





City Council Meeting

September 28, 2023

Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 11

Agenda Title: **Hold a public hearing and introduce Ordinance 2023-45, PZ-2022-1594, regarding a request to amend the zoning of approximately 25.5 acres with approximately 15.429 acres of land within Phase 1 within the ETJ of the City of Taylor and will effectively be brought into the City Limits in conjunction with this rezoning request, located north of Elm Branch Trail for a rezoning of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One**

Council Action to be taken: Hold Public Hearing and Introduce Ordinance

Department Submitted: Development Services

Staff Contact: Colin Harrison, Director of Development Services

1. PURPOSE/DESCRIPTION

The applicant has requested to rezone 25.5 acres north of Elm Branch Trail, from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Upon analyzing the request, the proposed uses as single family are considered consistent with the Comprehensive Plan. The uses are consistent with the following policies in the Comprehensive Plan:

- **LU1** – New Development should resemble the form and scale of traditional development patterns.
 - The development provides internal street connectivity and follows the traditional small block pattern of Taylor.
- **LU11** – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.
 - Developing in an area with existing infrastructure and taking advantage of a Planned Development allows the subject property to easily connect to utilities

and provide a denser development while keeping with the desires of the Comprehensive Plan.

- **H4** – Infill missing middle housing and accessory dwelling units should be prioritized over new, large lot single family development.
 - The applicant has proposed single family housing with varying lot sizes to increase the density within phase one of the development.

In summary, the applicant's request to change the zoning district designation from zoning upon annexation of R-1 (Single Family) to a Planned Development (PD) that incorporates a variety of residential lot size is consistent with the Comprehensive Plan in the proposed location. The applicant's use of the urban design consultant has allowed for collaboration between the applicant and the city. The results of the Planned Development will create a walkable, human-scaled environment that aligns with the city's goals to keep Taylor developed within a grid-like pattern, remain within an area with existing utilities, and incorporate a variety of housing types.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides Infill • Increases Density • Increases Tax Base • Increases Housing • Increases Housing Types	○ N/A

4. RECOMMENDATION

At their September 12, 2023, meeting the Planning and Zoning Commission recommended denial to the City Council for the proposed zoning amendment.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – September 12, 2023

City Council public hearing and ordinance introduction – September 28, 2023

City Council consideration of ordinance approval – October 12, 2023

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 11a. [Staff Report](#)
- 11b. [Letter of Intent from the Applicant](#)
- 11c. [Location Map](#)
- 11d. [Zoning Map, Growth Sectors Map, Future Land Use Map](#)
- 11e. [Notification Map](#)
- 11f. [Ordinance 2023-45](#)
 - 11f.1 [Exhibit A](#) – Survey
 - 11f.2 [Exhibit B](#) – Planned Development Master Plan & Standards
 - 11f.3 [Exhibit C](#) – Proposed Zoning Map
- 11g. [PZ-2023-1594 – Staff PowerPoint Presentation](#)

City of Taylor
PZ-2022-1594
Zoning Amendment
Staff Report

Item Details

Subject Property:	Davis Tract Phase 1
Total Acreage:	Approximately 25.5 acres
Legal Description:	Part of and out of the James C. Eaves Survey No. 205, Abstract No.214, and the George M. Reese Survey, Abstract No. 533, partial City of Taylor, and City of Taylor Extra Territorial Jurisdiction, Williamson County, Texas.
Applicant:	Luke Caraway, Viewpoint Engineering
Property Owner(s):	Dharma Rajah, Epitome Development (Taylor 973, LLC)
Request:	An amendment to the zoning ordinance for approximately 25.5 acres of land, generally located north of Elm Branch Trail, from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One.
Case History:	This is the first hearing of this request.

Overview of Applicant's Request & Background

The subject property is considered Phase 1 of the Planned Development and consists of approximately 25.5 acres. Approximately 15.429 acres of land within Phase 1 lies within the Extraterritorial Jurisdiction of the City of Taylor and will effectively be brought into the City Limits in conjunction with this rezoning request.

The applicant has partaken in a charrette process with the City's urban design consultant and have brought together a product that aligns with the Envision Taylor Comprehensive Plan for a total of 105 mixed residential units within Phase 1.

Location:

The subject property Phase 1 is located on the southwest corner of Taylor outside U.S. 79 across the street from Taylor High School, northwest of the Castlewood Development and immediately north of Elm Branch Trail.

Physical and Natural Features:

The subject property consists of approximately 25.5 acres of land that is relatively flat surrounded by agricultural land on the north, west and east.

Growth Sector Designations:

The current Growth Sector is Infill Neighborhood Sector and Controlled Growth Sector Tier II.

The Infill Neighborhood Sector 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. Controlled Growth Sector Tier II consists of areas where infrastructure is planned but not yet installed or areas where existing infrastructure lacks capacity and needs to be upgraded prior to expansion.

Future Land Use and Zoning Designations:

The subject property was assigned the Future Land Use designation of Neighborhood Greenfield and Neighborhood Infill. Infill Neighborhoods represent existing developed areas in Taylor that have access to existing streets and utility infrastructure. Infill development is anticipated to fill in vacant and underutilized lots within the City of Taylor. Greenfield Neighborhoods are new communities that contain a wide mix of residential uses and neighborhood services. Greenfield development should be developed as an extension of the existing urban fabric in Taylor.

Approximately 8 acres of the subject property within the City Limits is currently Single Family Residential (R-1) and the remaining is within the extraterritorial jurisdiction and therefore zoning is not applied.

The applicant would like to rezone 25.5 acres from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One.

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	R-1 (Single Family)	Controlled Growth Sector (G-2.2)	Employment Special Zone	Vacant Agricultural Land
South	R-1 (Single Family)	Infill Neighborhood Sector (G-4)	Neighborhood Infill	Residential Development-Single Family and TH
East	B-2 (General Business)	Intended Growth Sector (G-3)	Market Center Community	Vacant Agricultural Land
West	ETJ (No Zoning)	Controlled Growth Sector (G-2.2)	Neighborhood Infill	Vacant Agricultural Land

Transportation

The subject property gains access off the adjacent Castlewood development from Pebblestream Pass, Red Branch Road, and Backwood Pass. Preliminary neighborhood designs within the Planned Development standards have identified an internal thoroughfare network consisting of a variety of thoroughfare types that describe a set of typical vehicular and pedestrian thoroughfare assemblies permitted.

Utilities

The subject property is located within the City of Taylor water CCN. There is a twelve (12) inch water line stubbed out at the end of Red Branch Road. There is also an eight (8) inch water line on Pebblestream Pass and Backwood Pass. There is a six (6) inch wastewater line on Backwood Pass and Pebblestream Pass.

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. Eleven (11) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, August 27, 2023.

Staff Analysis

Upon analyzing the request, the proposed uses as single family are considered consistent with the Comprehensive Plan. The uses are consistent with the following policies in the Comprehensive Plan:

- **LU1** – New Development should resemble the form and scale of traditional development patterns.
 - The development provides internal street connectivity and follows the traditional small block pattern of Taylor.
- **LU11** – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.
 - Developing in an area with existing infrastructure and taking advantage of a Planned Development allows the subject property to easily connect to utilities and provide a denser development while keeping with the desires of the Comprehensive Plan.
- **H4** – Infill missing middle housing and accessory dwelling units should be prioritized over new, large lot single family development.
 - The applicant has proposed single family housing with varying lot sizes to increase the density within phase one of the development.

In summary, the applicant's request to change the zoning district designation from zoning upon annexation of R-1 (Single Family) to a Planned Development (PD) that incorporates a variety of residential lot size is consistent with the Comprehensive Plan in the proposed location. The applicant's use of the urban design consultant has allowed for collaboration between the applicant and the city. The results of the Planned Development will create a walkable, human-scaled environment that aligns with the city's goals to keep Taylor developed within a grid-like pattern, remain within an area with existing utilities, and incorporate a variety of housing types.

Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested zoning amendment.

Planning and Zoning Commission Recommendation

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

Is the rezoning consistent with the Comprehensive Plan?

- The rezoning request is consistent with the Comprehensive Plan, specifically the Growth Sector and Future Land Use allocations.

Is the rezoning compatible with the surrounding area?

- The rezoning is compatible with the existing Single-Family in the adjacent subdivision.

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

- Staff analysis determined that the rezoning of the subject property will promote public health, safety, and 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?

- Public utilities are available in the immediate area through the development southeast of the property. The developer will be responsible for extending utilities through the proposed phase one.

Do current conditions indicate that a rezoning is necessary?

- Currently, the city's existing zoning regulations do not comply with the overarching goals and policies within the Comprehensive Plan. Curating a planned development allows the applicant the ability to create density that will meet the intent of the Comprehensive Plan. The Planned Development allows the subject property to consist of a more walkable community with varying lot sizes and civic spaces throughout, not otherwise thoughtfully required within the existing zoning ordinance.

Attachments:

1. Letter of Intent from Applicant
2. Location Map
3. Zoning Map
4. Growth Sector Map
5. Future Land Use Map
6. Notification Map
7. Ordinance 2023-45
 - a. Exhibit A – Survey
 - b. Exhibit B – Planned Development Master Plan & Standards

- c. Exhibit C – Proposed Zoning Map
- 8. PZ-2022-1594 PowerPoint Presentation



8512 Bestride Bend Austin, TX 78744

Phone: 512-779-9464

Viewpointengineering.com

RE: Planned Development Application Letter of Intent

Mr. Yantis,

It is my sincere pleasure to present a planned development zoning submittal for a 130-acre tract currently primarily located within the City of Taylor ETJ. This area was integrated into the City of Taylor Comprehensive Plan as amended by City Council on May 12, 2022. The future land use map located within the comprehensive plan identifies the tract under two general use categories: Neighborhood Greenfield and Special Employment District.

Tract 1 is roughly 126 acres and is located within the Neighborhood Greenfield District. The comprehensive plan states the following pertaining to anticipated development located with this designation, "The greenfield areas should include a mix of residential building types and neighborhoods serving retail and services". My team is proposing a mixture of 40' and 45' lots in this area. Roughly 73% of the lots shown in our existing concept plan are park facing and alley loaded product, allowing for basically 3 different housing approaches within the area. We sincerely believe this approach to design will provide enhanced character to the development with cleaner looking street yards and that this puts a specific emphasis on the pedestrian experience by providing clear separation between spaces designed for vehicular traffic and spaces design for pedestrian connectivity. This area of the development also containing lot fronting open space is interconnected to different parts of the development, including tract 2, which is designated for education, higher density residential, and business district uses. We are excited about the experience this creates for residents of the community where they will have the ability to walk out the door and bike/walk to a local commercial spot in a traffic free, planted environment. Our team can use landscaping requirements for the open space fronting residences and instead plant those trees in the adjacent open space to create a shaded vegetated path for the end user.

Area 2 is being proposed as a roughly 60-acre mixed use tract contemplating 5 acres of business district, 13.5 acres of multi-family, a 12-acre elementary school site, and 15 acres medium density single-family for rent. The single-family for rent would incorporate transitional medium-density residential options such as cottage housing or townhomes. The area will be well connected by the proposed neighborhood avenue (80' ROW) and collector boulevard (100' ROW). These streets were incorporated into the existing plan shown in the application package as exhibit and they are referenced in the the City of Taylor's master thoroughfare plan

Please note although we are providing review staff with a conceptual exhibit, we are simply doing so to provide the City's planning staff with our vision of the property. It is our intention to pursue option 2, collaborative design, as discussed in my previous email correspondence with Mr. Yantis and Ms. Shelton dated July 26.

Also included in this Submittal page package are the following requires items:

- Applications with signature
- Conceptual Layout
- ALTA survey w Metes and Bounds and legal description

We sincerely look forward to working with staff to continue to optimize this conceptual plan into something the City of Taylor and the developer can be proud of. Please feel free to contact me directly at 512-779-9464.

Warm Regards,

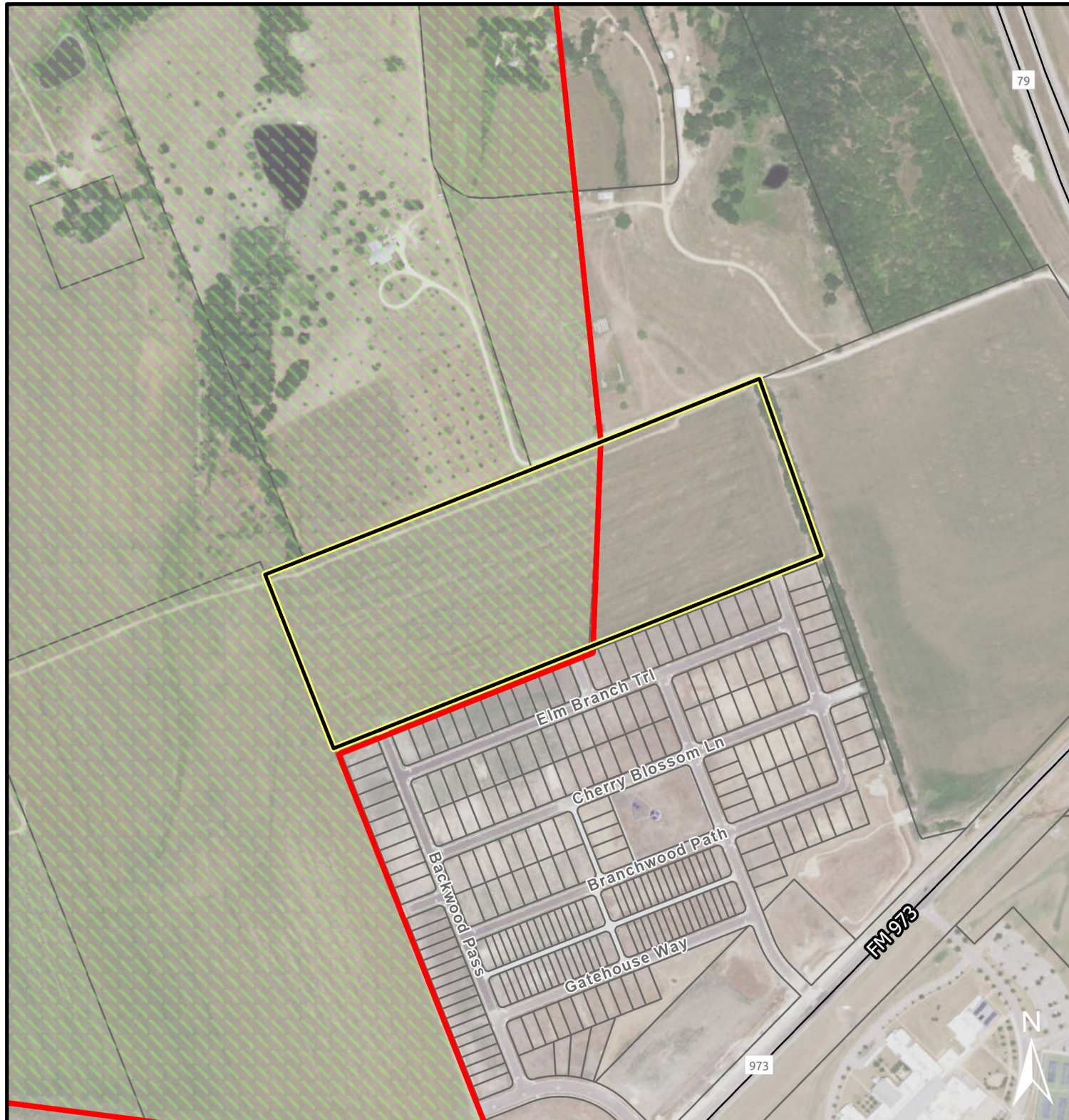
Luke Caraway, P.E.
Vice President, Planning and Design
Lcaraway@viewpointengineering.com



PZ-2022-1594

Generally located north of
Elm Branch Trl.
Approximately 25.5 acres
Rezoning Request
Location Map

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



0 200 400 800
US Feet



PZ-2022-1594

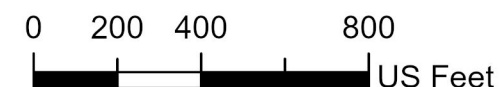
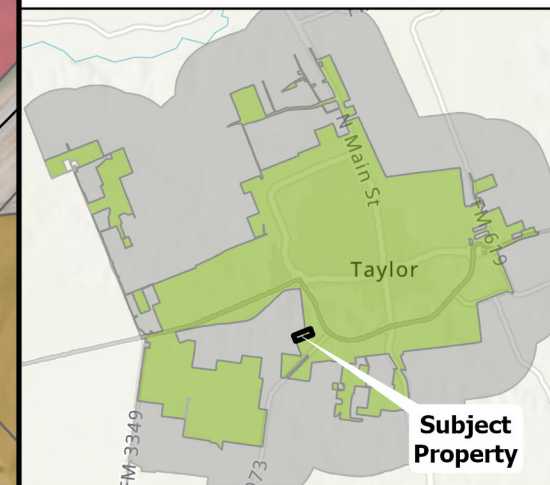
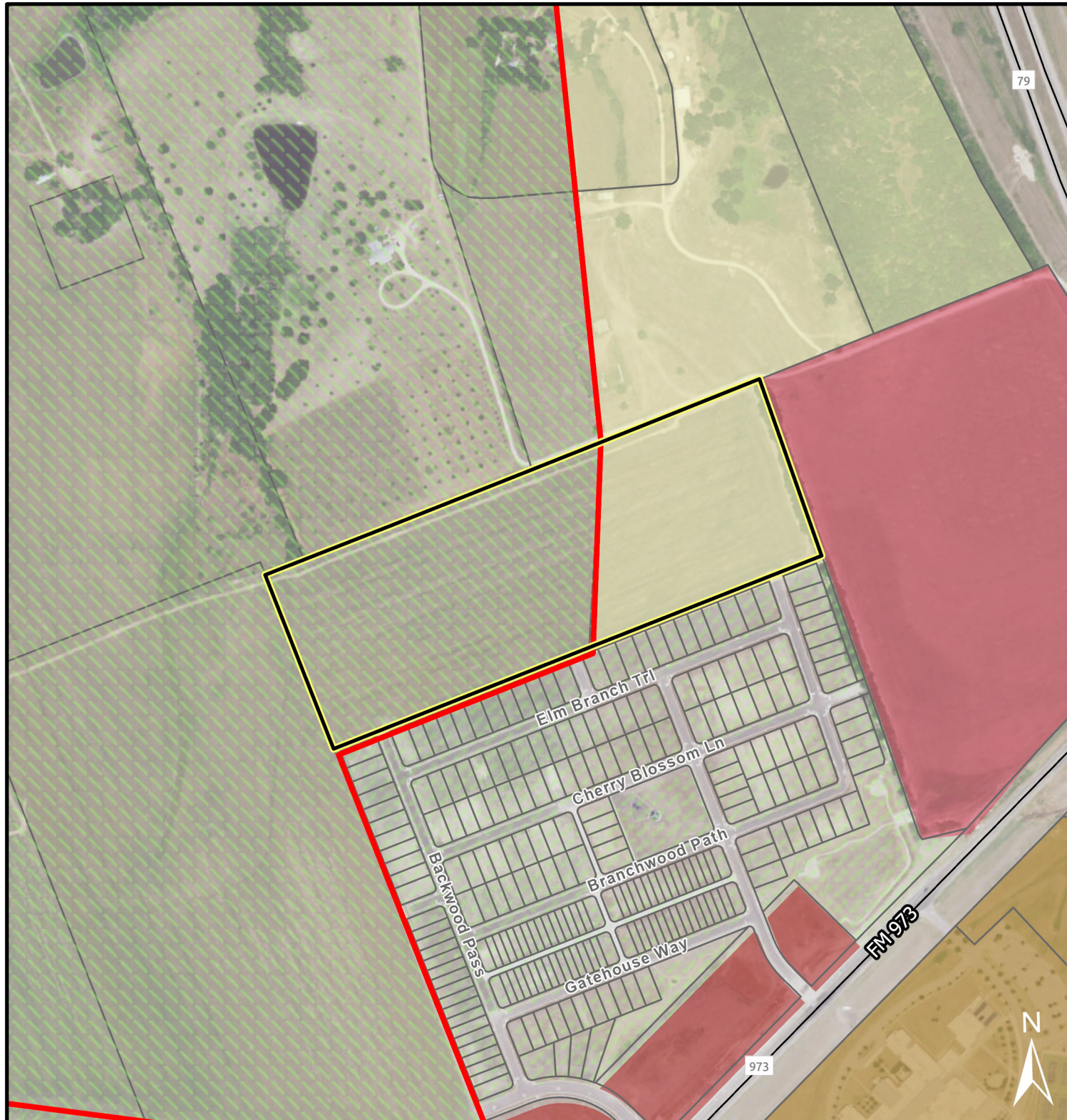
Generally located north of
Elm Branch Trl.

Approximately 25.5 acres

Rezoning Request

Existing Zoning

	Subject Property		B-1
	City Limits		B-2
	ETJ Boundary		I Institutional
	Streets		R-1 Single Family
	Parcels		R-1/RPD: Residential Planned Development
			R/A Rural Agriculture

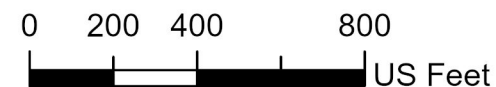
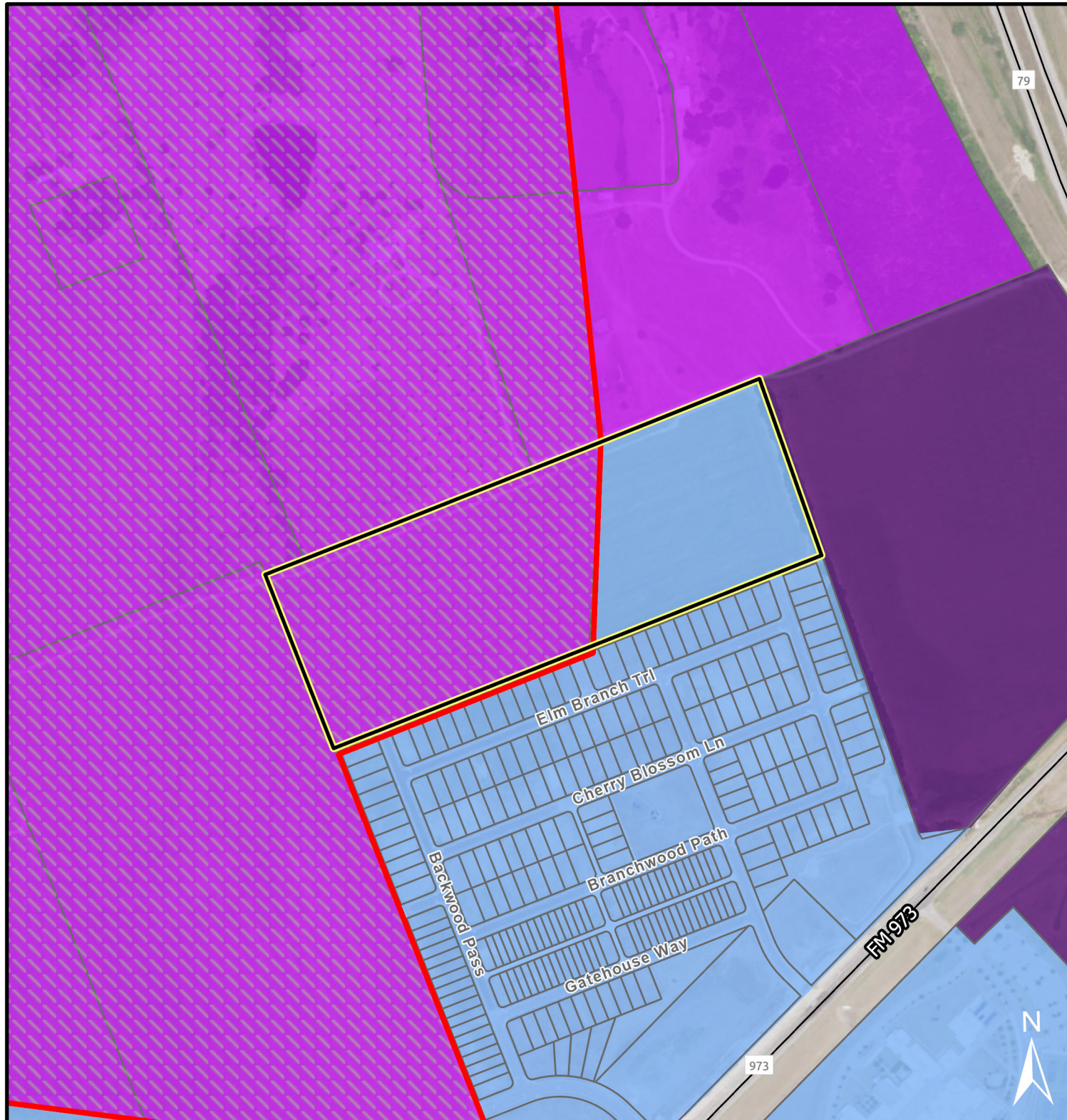




PZ-2022-1594

Generally located north of
Elm Branch Trl.
Approximately 25.5 acres
Rezoning Request
Growth Sector Map

- | | | | |
|---|------------------|---|----------------------------------|
|  | Subject Property |  | Future Growth Sector |
|  | City Limits |  | Controlled Growth Sector Tier II |
|  | ETJ Boundary |  | Intended Growth Sector |
|  | Streets |  | Infill Neighborhood Sector |
|  | Parcels | | |

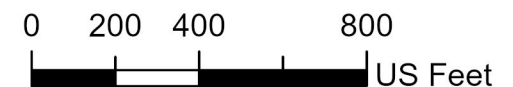
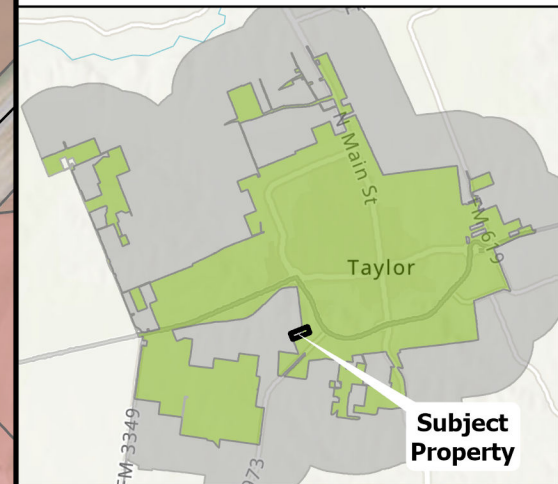
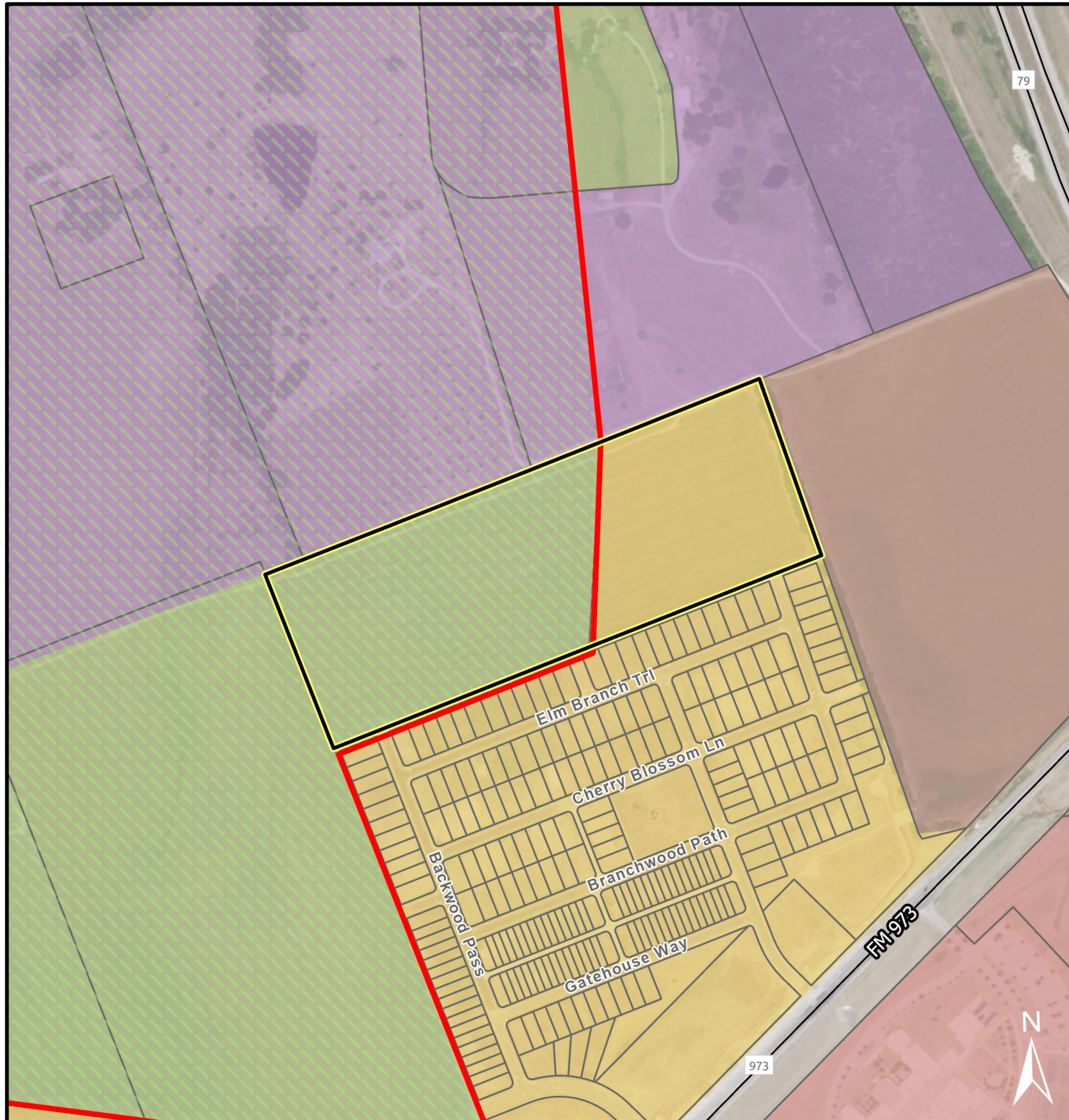




PZ-2022-1594

Generally located north of
Elm Branch Trl.
Approximately 25.5 acres
Rezoning Request
Future Land Use Map

- | | |
|------------------|--------------------------|
| Subject Property | Neighborhood Greenfield |
| City Limits | Neighborhood Infill |
| ETJ Boundary | Civic: Community |
| Streets | Employment: Special Zone |
| Parcels | Market: Community |

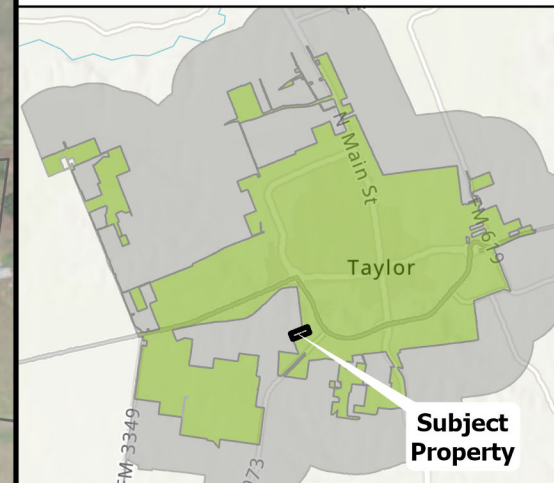
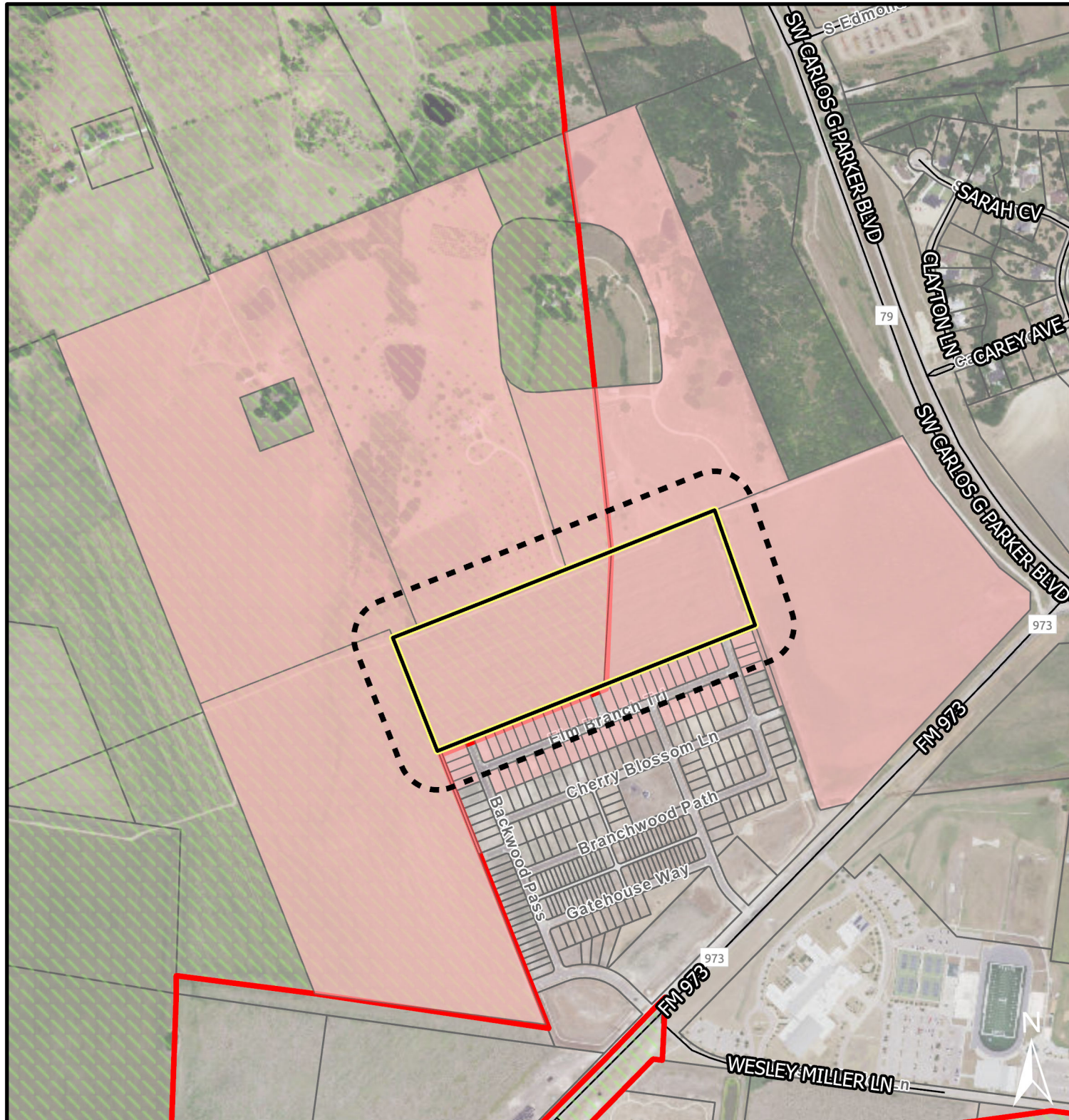




PZ-2022-1594

Generally located north of
Elm Branch Trl.
Approximately 25.5 acres
Rezoning Request
Notification Map

- | | |
|---------------------|--------------|
| Subject Property | City Limits |
| 200' Buffer | ETJ Boundary |
| Notified Properties | Streets |
| | Parcels |



0 200 400 800 1,200
US Feet

ORDINANCE NO. 2023-45

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 25.5 ACRES OF LAND, GENERALLY LOCATED NORTH OF ELM BRANCH TRAIL, FROM THE ZONING UPON ANNEXATION OF R-1 (SINGLE FAMILY) AND EXISTING R-1 (SINGLE FAMILY) TO SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT WITH A RESIDENTIAL PLANNED DEVELOPMENT OVERLAY (R-1/RPD), REFERRED TO AS THE DAVIS TRACT PLANNED DEVELOPMENT PHASE ONE, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019659 AND PART OF R01965, PART OF AND OUT OF THE JAMES C. EAVES SURVEY NO. 205, ABSTRACT NO. 214, AND THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, PARTIAL CITY OF TAYLOR AND CITY OF TAYLOR EXTRA TERRITORIAL JURISDICTION, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on September 28, 2023, 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 change the zoning for the Property from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 12, 2023, to consider the zoning request, and recommended approval of the 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 Property described in “Exhibit A” is changed from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD). Notwithstanding Sections 2.17.2 of the Zoning Ordinance, the residential planned development overlay is being applied with the base zoning districts of R-1(Single Family Residential) and the permitted uses within the residential planned development within the respective areas of the layout plan designated within the base district shall be the uses permitted within the R-1 zoning district as amended by the Planned Development Standards described in Exhibit “B”.

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), on approximately 25.5 acres as shown in Exhibit “C” 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 2023-XX was introduced before the Taylor City Council on the 12th day of October 2023.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-XX, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2023, 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 _____ 2023.

Dianna McLean
City Clerk

EXHIBIT A
(Legal Description/Survey)

DRAFT

LINE TABLE		
NO.	LENGTH	BEARING
L1	160.00'	N21°54'48"W
L2	34.93'	S68°24'19"W
L3	295.44'	N21°26'02"W
L4	40.89'	N68°35'08"E
L5	170.39'	N20°51'11"W
L6	125.33'	N68°35'33"E
L7	8.04'	S68°35'33"W

(38.9793 ACRES)
FASH TAYLOR LTD
(DOC. NO. 2023055749)

P.O.B.

0 75' 150' 300'
GRAPHIC SCALE: 1" = 300'

LEGEND

- IRON PIPE FOUND
- IRON ROD SET
- CAPPED "RPLS 56877"
- x "X" IN CONCRETE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- (BRG.-DIST.) RECORD CALL
- ⊗ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- N CONTIGUOUS OWNERSHIP

25.522 ACRES

TRACT NO. 2
(70.644 ACRES)
TAYLOR 973 LLC.
(DOC. NO. 2021188725)

GENERAL NOTES:

- 1) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES & NAD83.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF:

BEING A 25.522 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, THE SAME BEING A PORTION OF THAT CERTAIN 70.644 ACRE TRACT OF LAND CALLED TRACT 2, AS CONVEYED BY DEED DATED DECEMBER 9, 2021 TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED:

I, RICHARD H. TAYLOR, DO HEREBY CERTIFY THAT THIS PLAT OF THE PROPERTY SHOWN HEREON, WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING MAY 17, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC RIGHT OF WAY.

Richard H. Taylor
RICHARD H. TAYLOR, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
NUMBER 3986 STATE OF TEXAS
©:ASH & ASSOCIATES, L.L.C.

08/15/2023

DATE

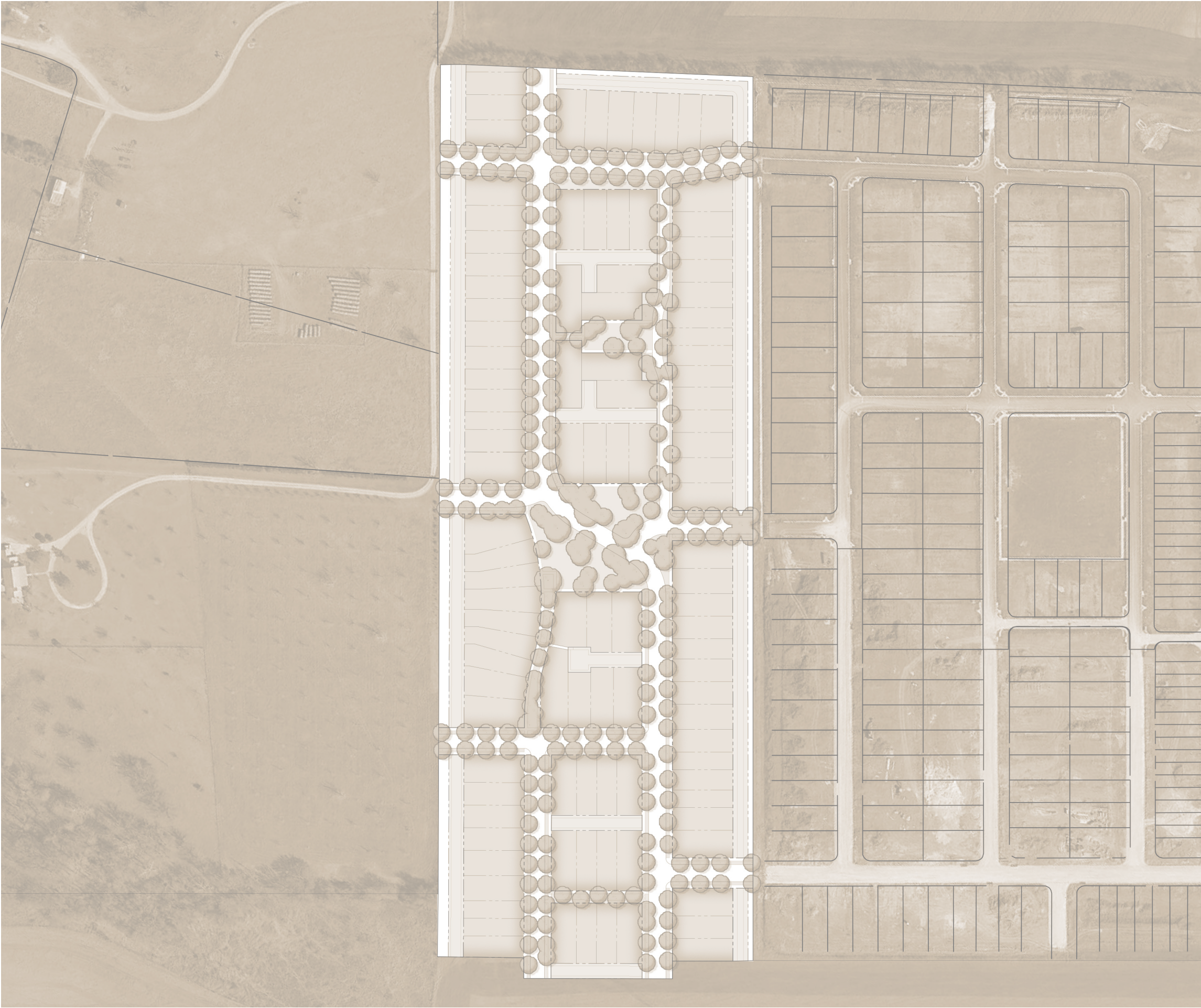


ASH & ASSOCIATES

SURVEYING - PLANNING - MAPPING
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100847-00

"SERVING THE COMMUNITY OF TEXAS"

JOB NO: 22-8145 DRAWN BY: MM FB: -



A MASTER PLAN FOR

DAVIS TRACT

PHASE 1

TAYLOR, TEXAS

A	BACKGROUND	
	Regional Context Map	A.1
	Site in Context.....	A.2
	Comprehensive Plan Maps.....	A.3
	Existing Conditions Map	A.4
	Elevation Analysis	A.5
B	URBAN DESIGN	
	Master Plan in Context	B.1
	Master Plan	B.2
	Phase 1 Program.....	B.3
C	PLANNED DEVELOPMENT STANDARDS	
	<i>See separate PD Standards document.</i>	
X	APPENDIX	
	<i>See separate PD Standards document.</i>	

For

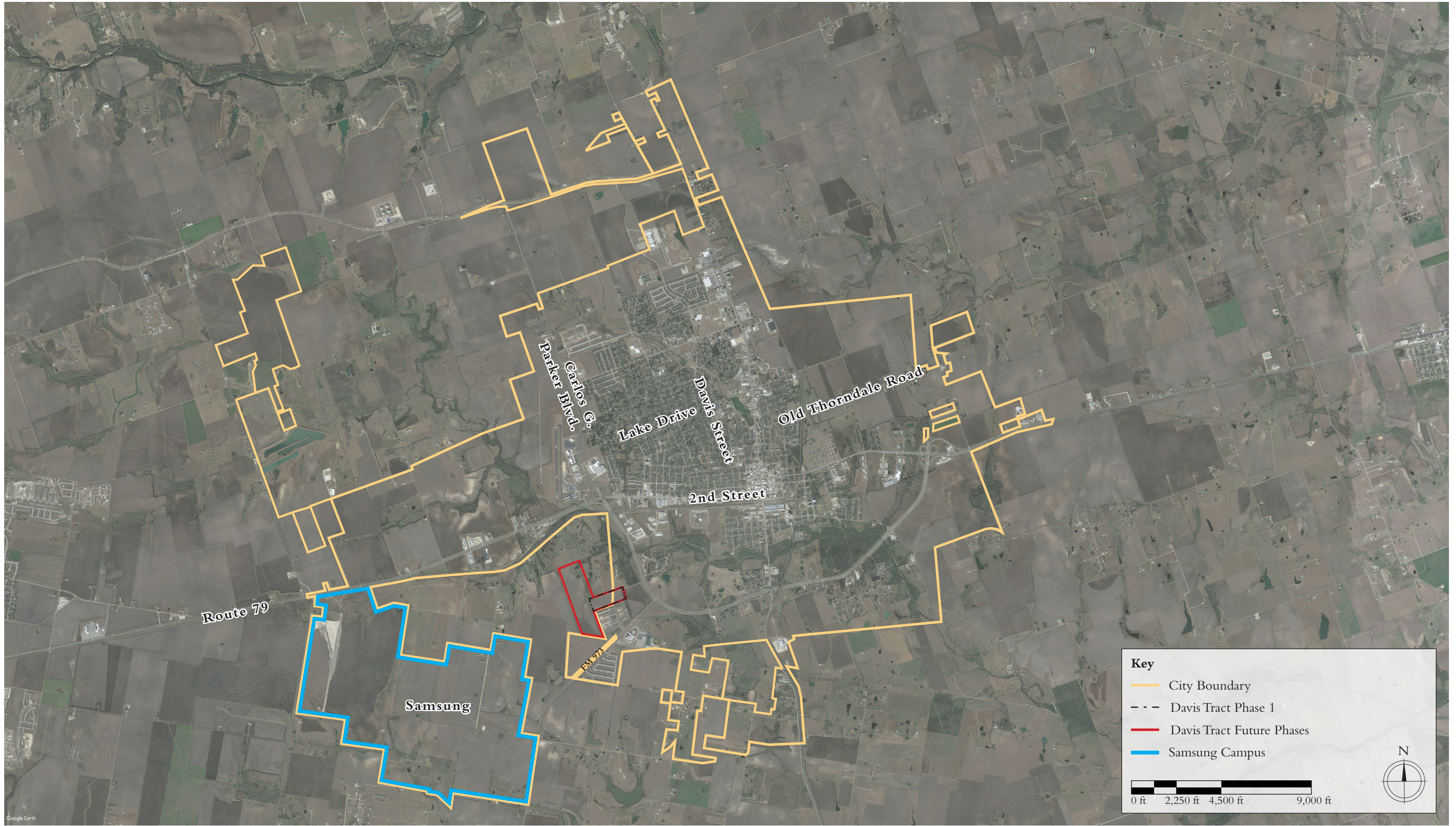
The City of Taylor, Texas

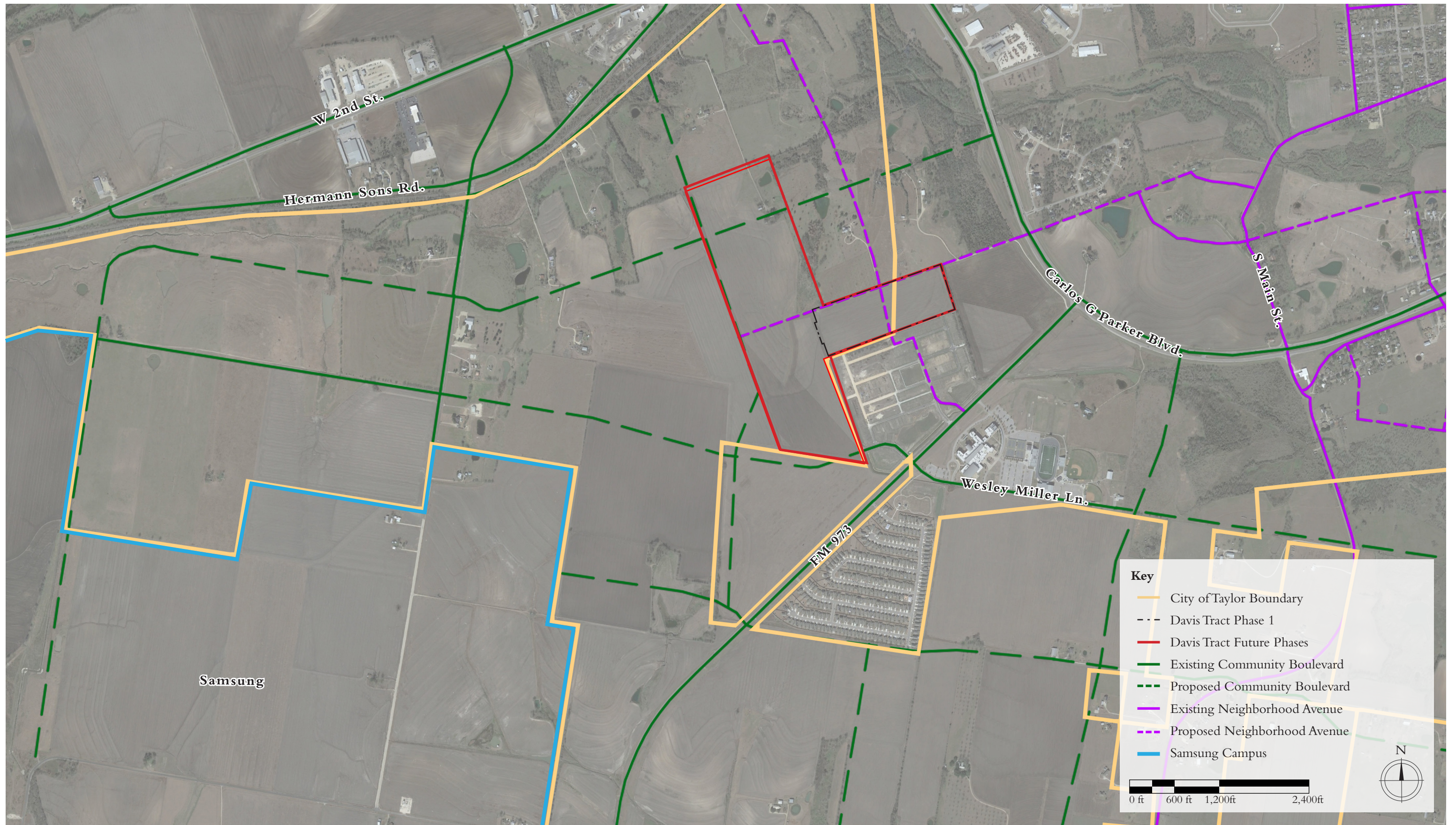
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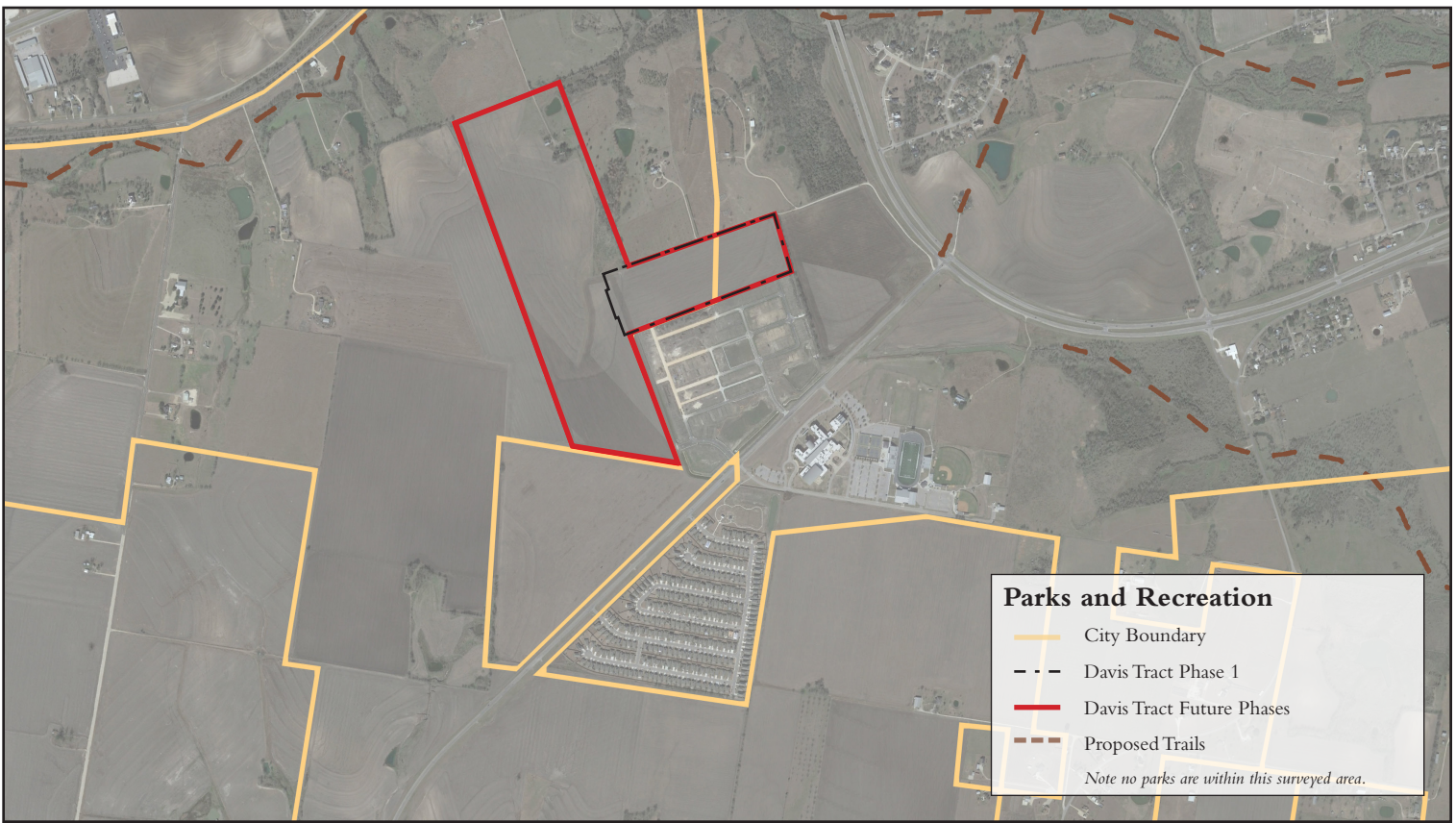
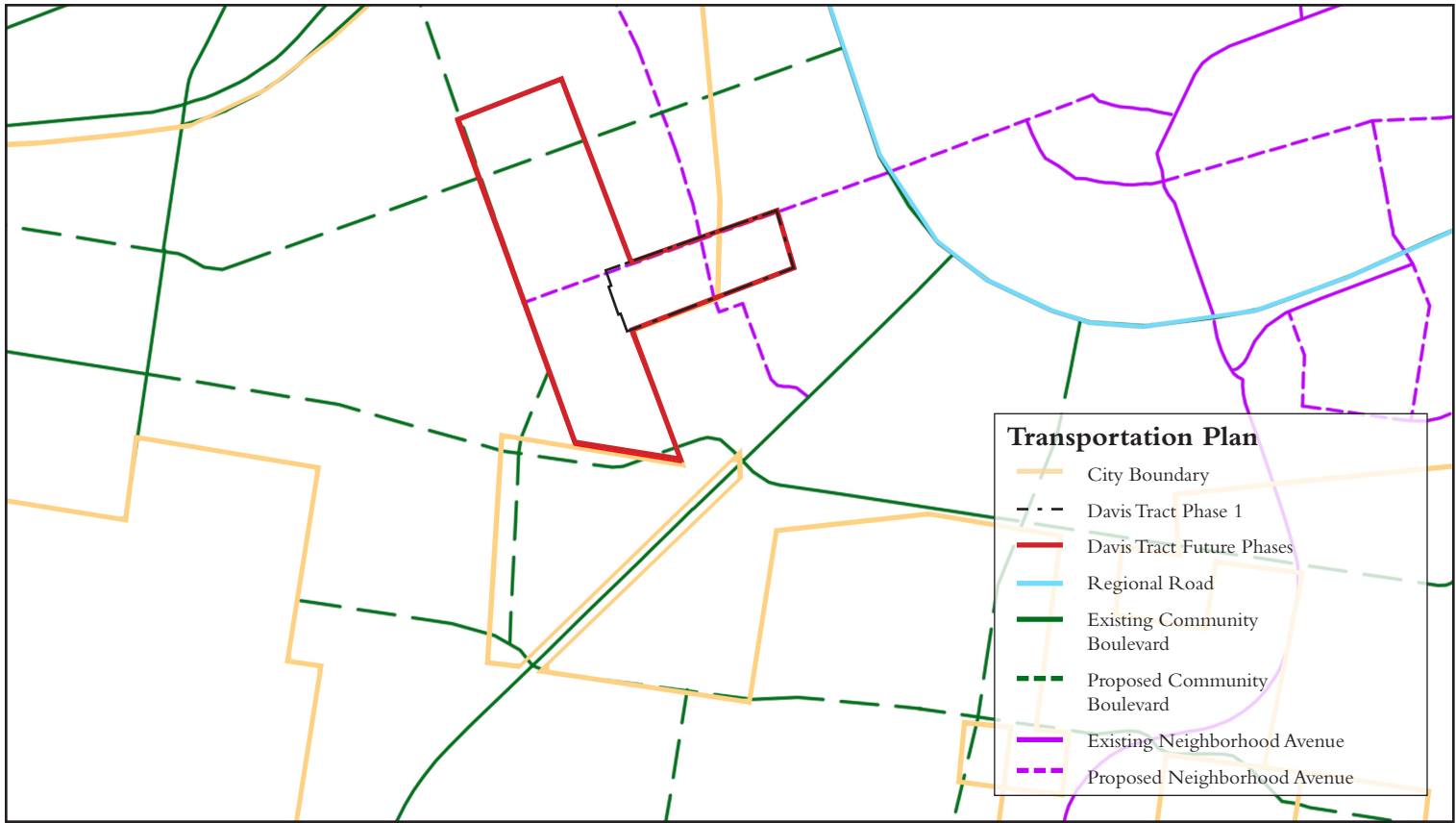
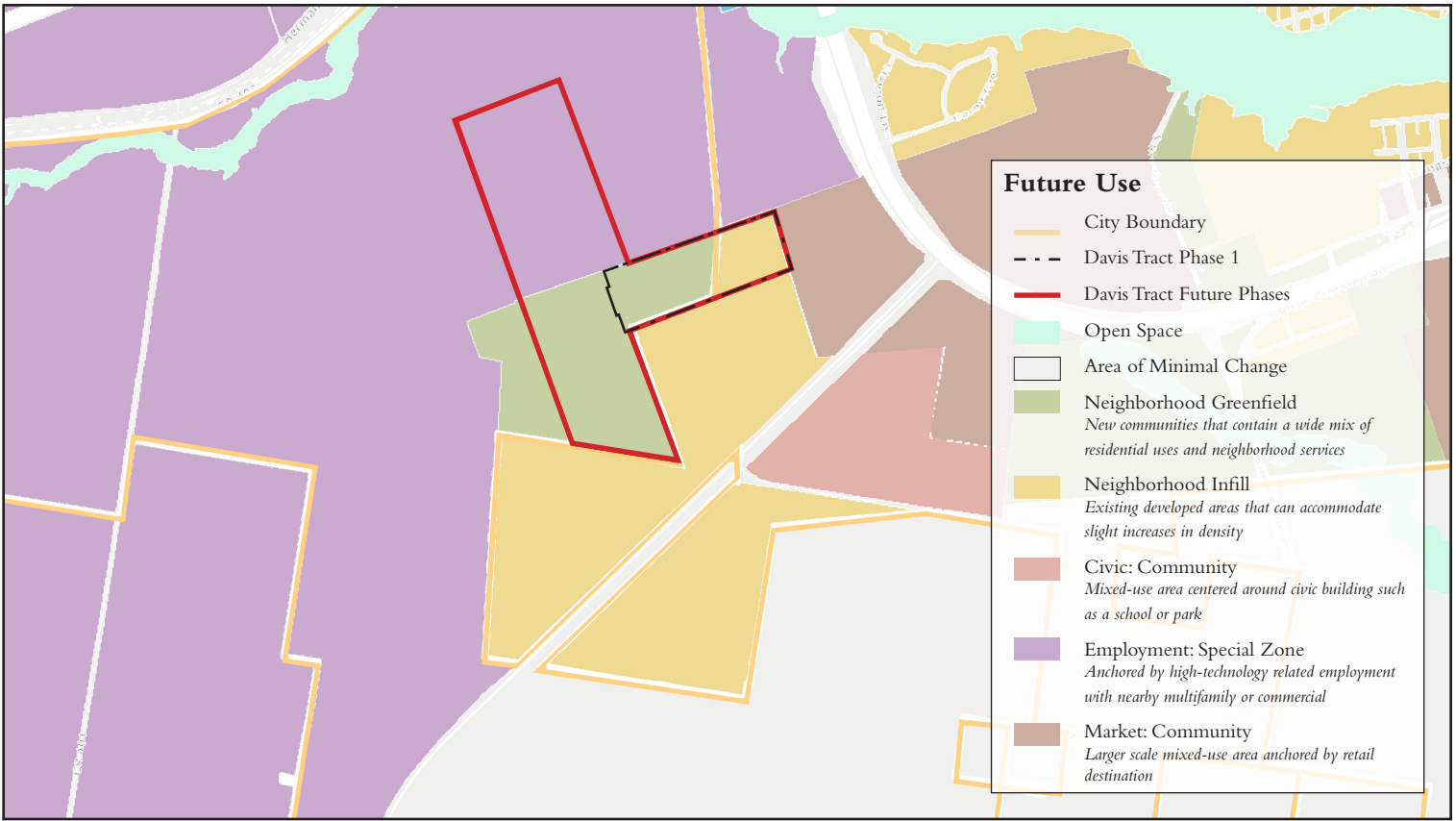
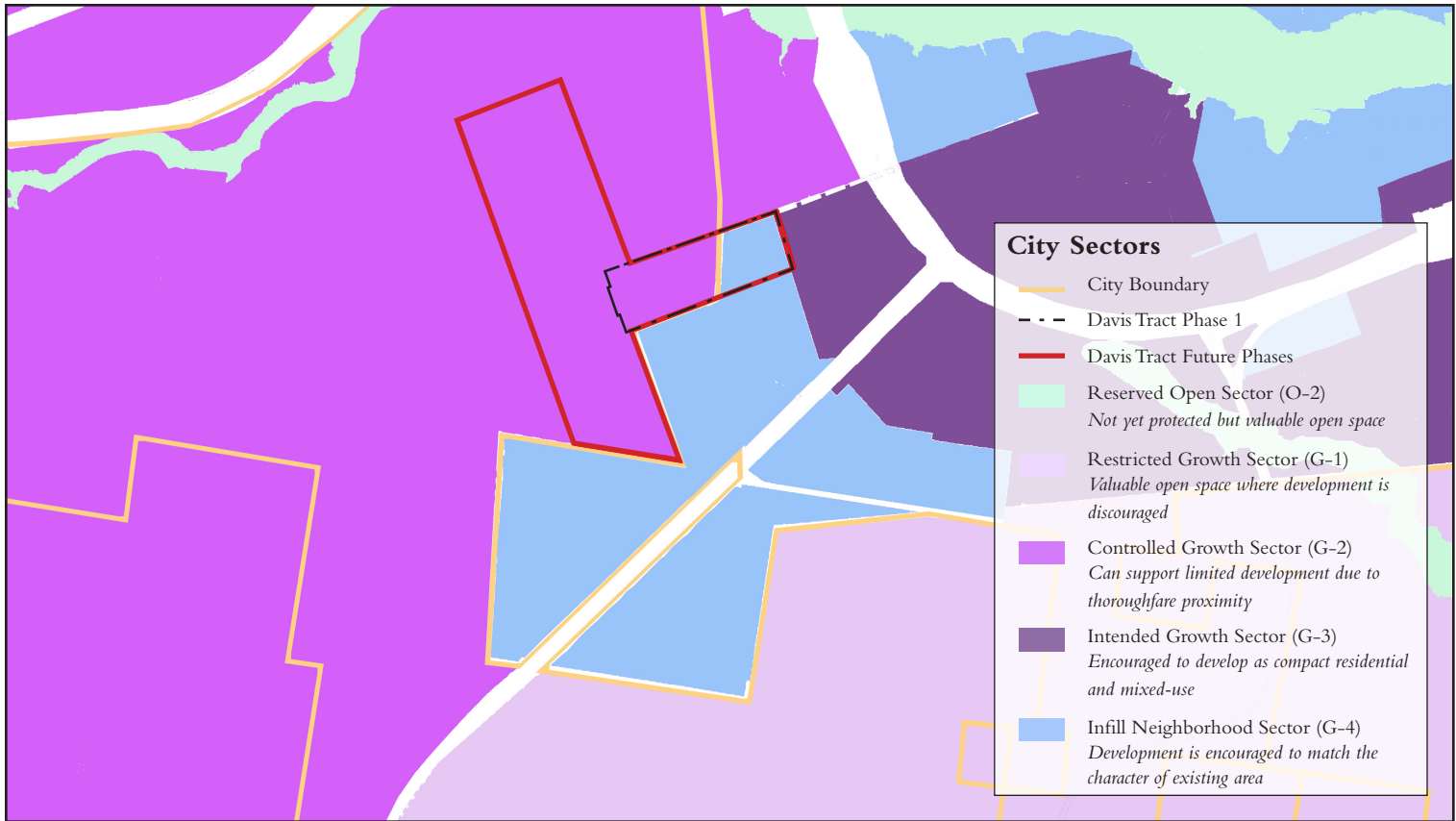
Epitome Development

by

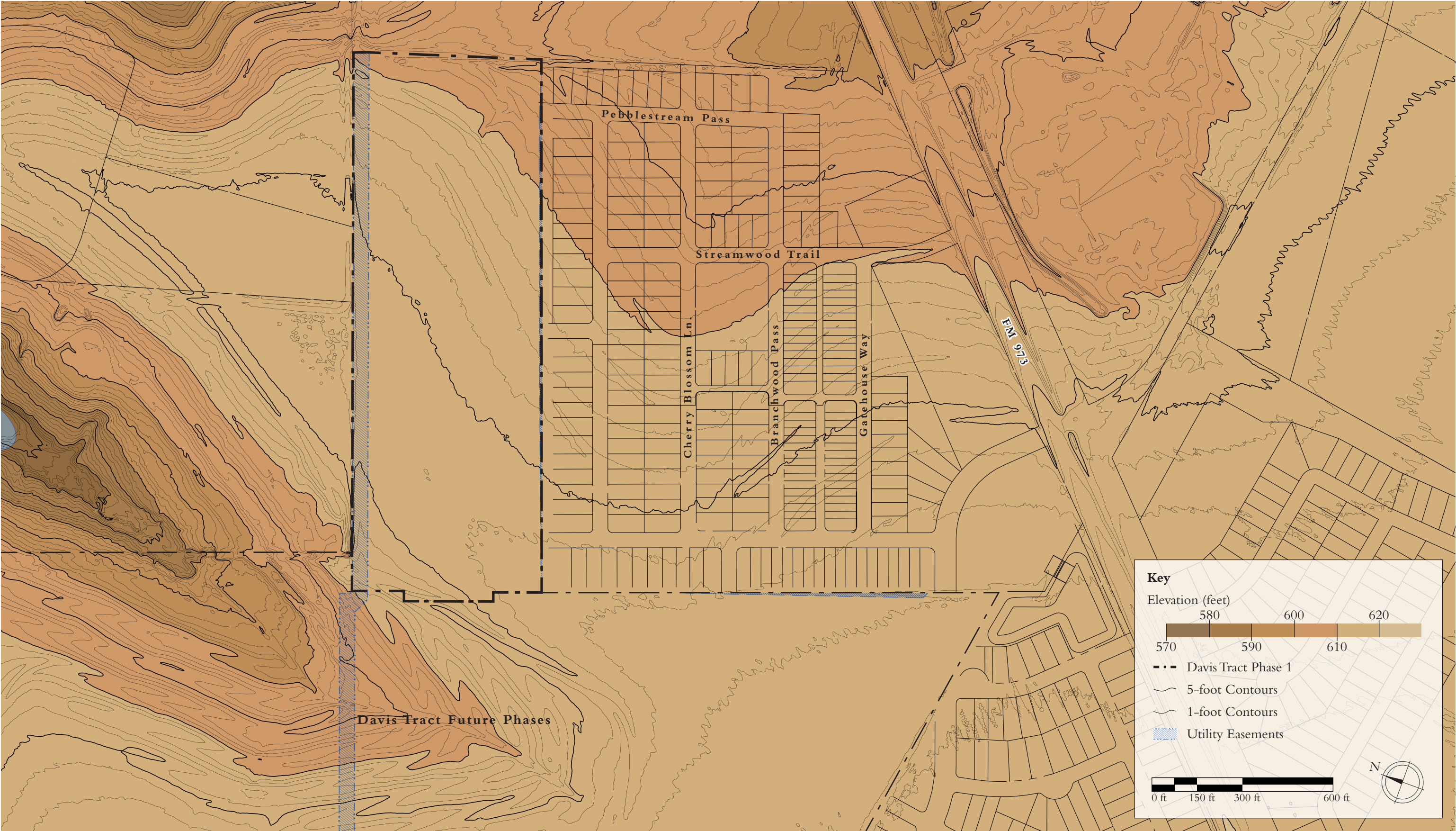
MICHAEL WATKINS ARCHITECT, LLC

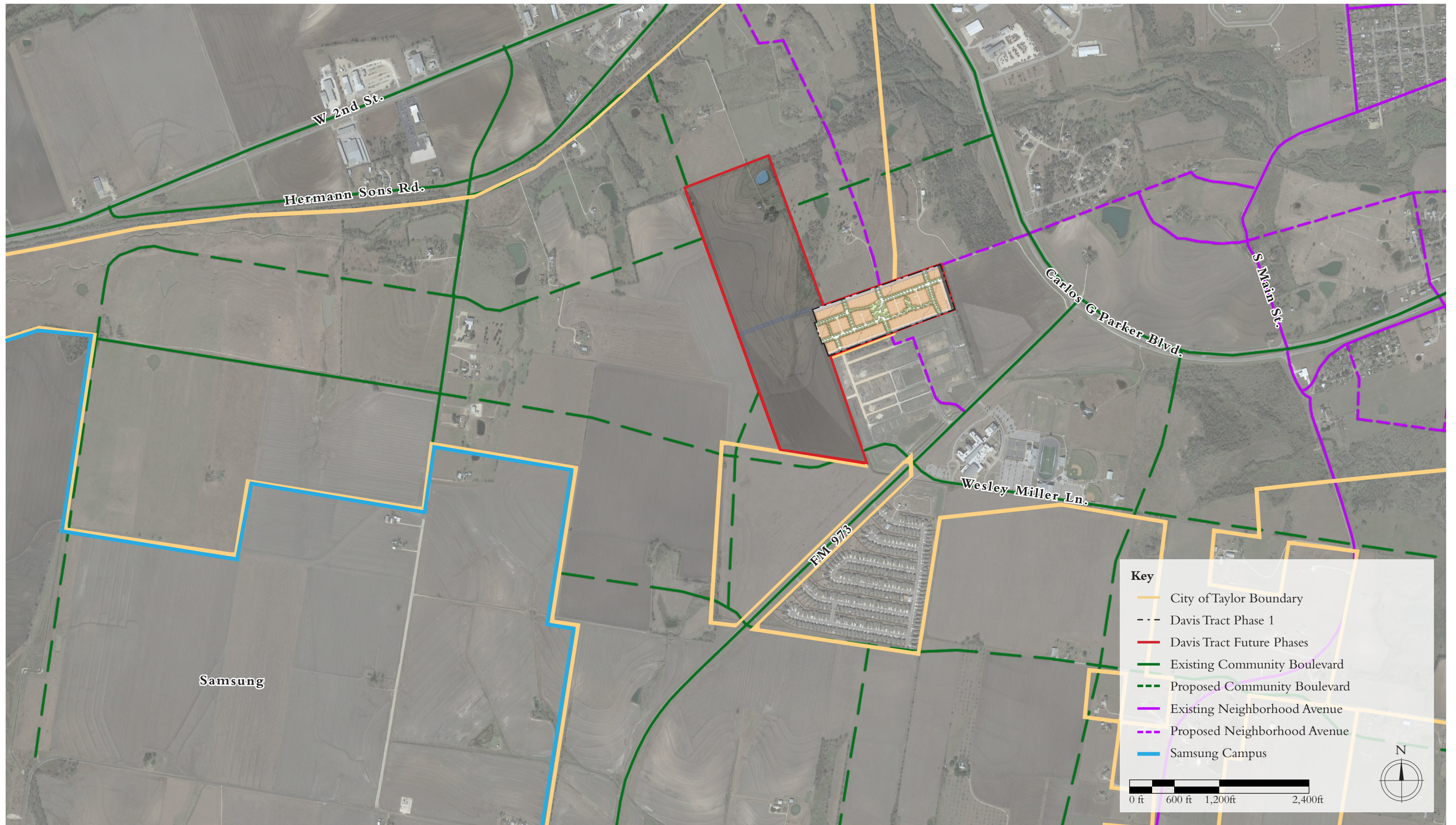


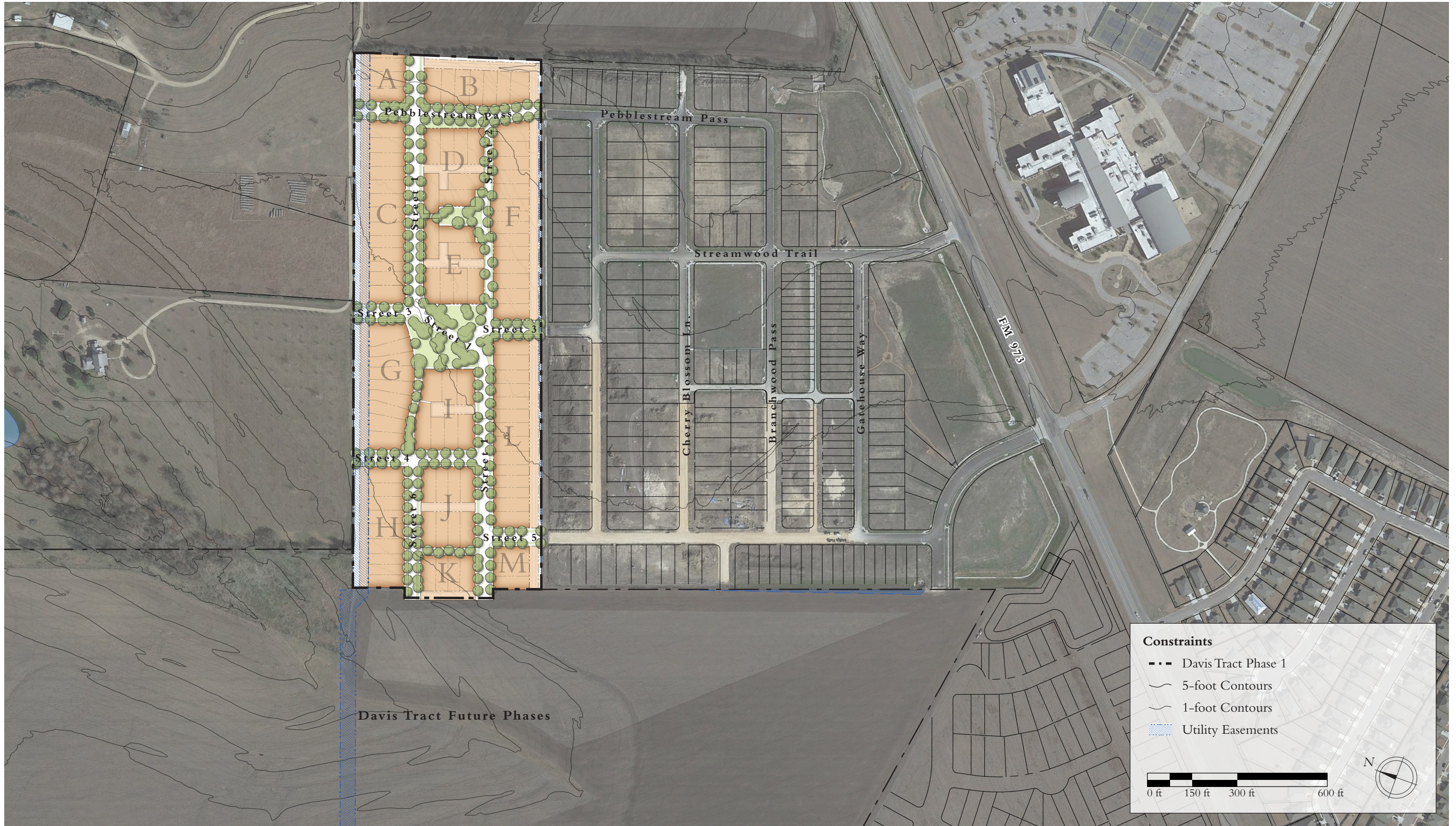


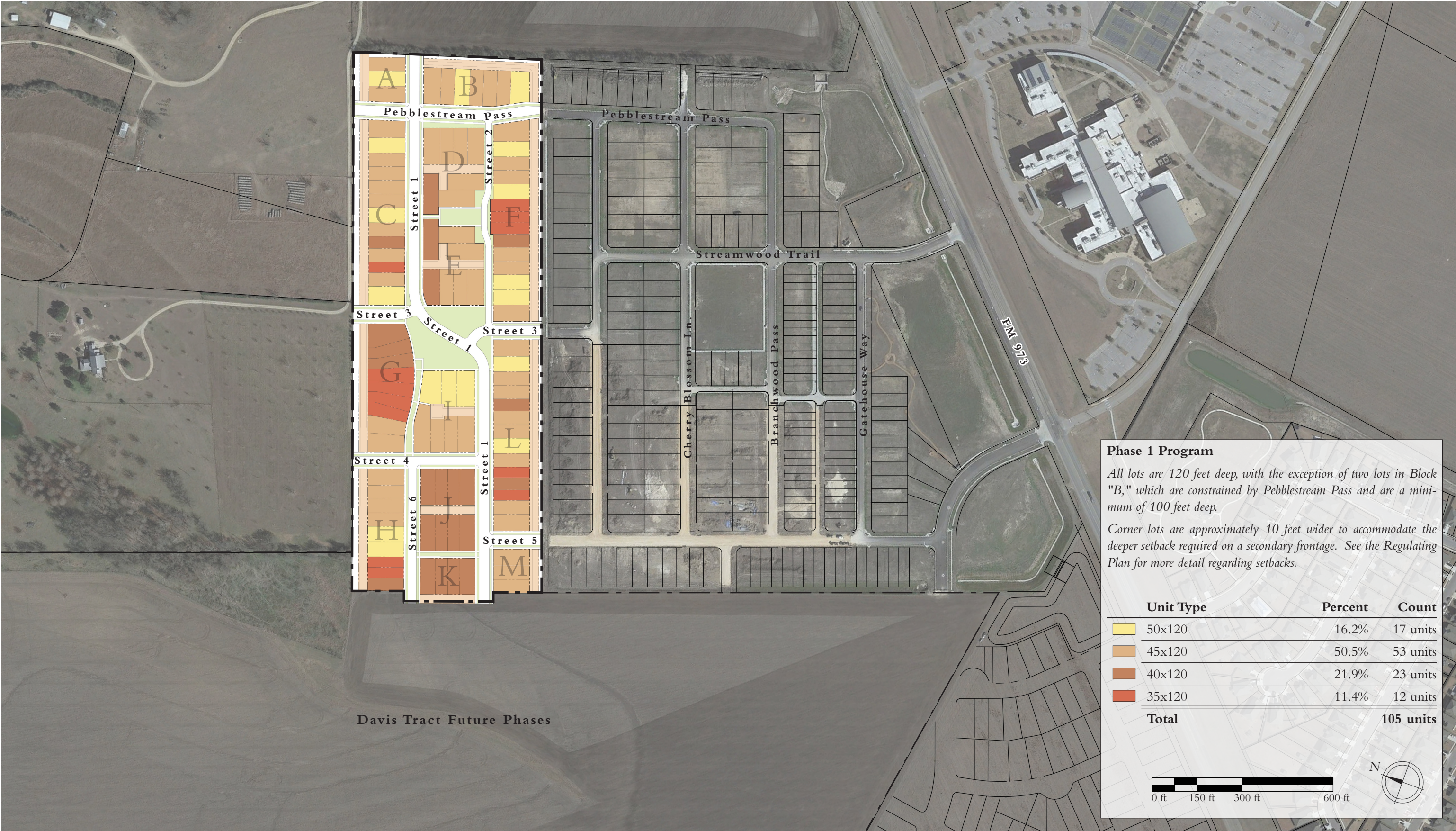


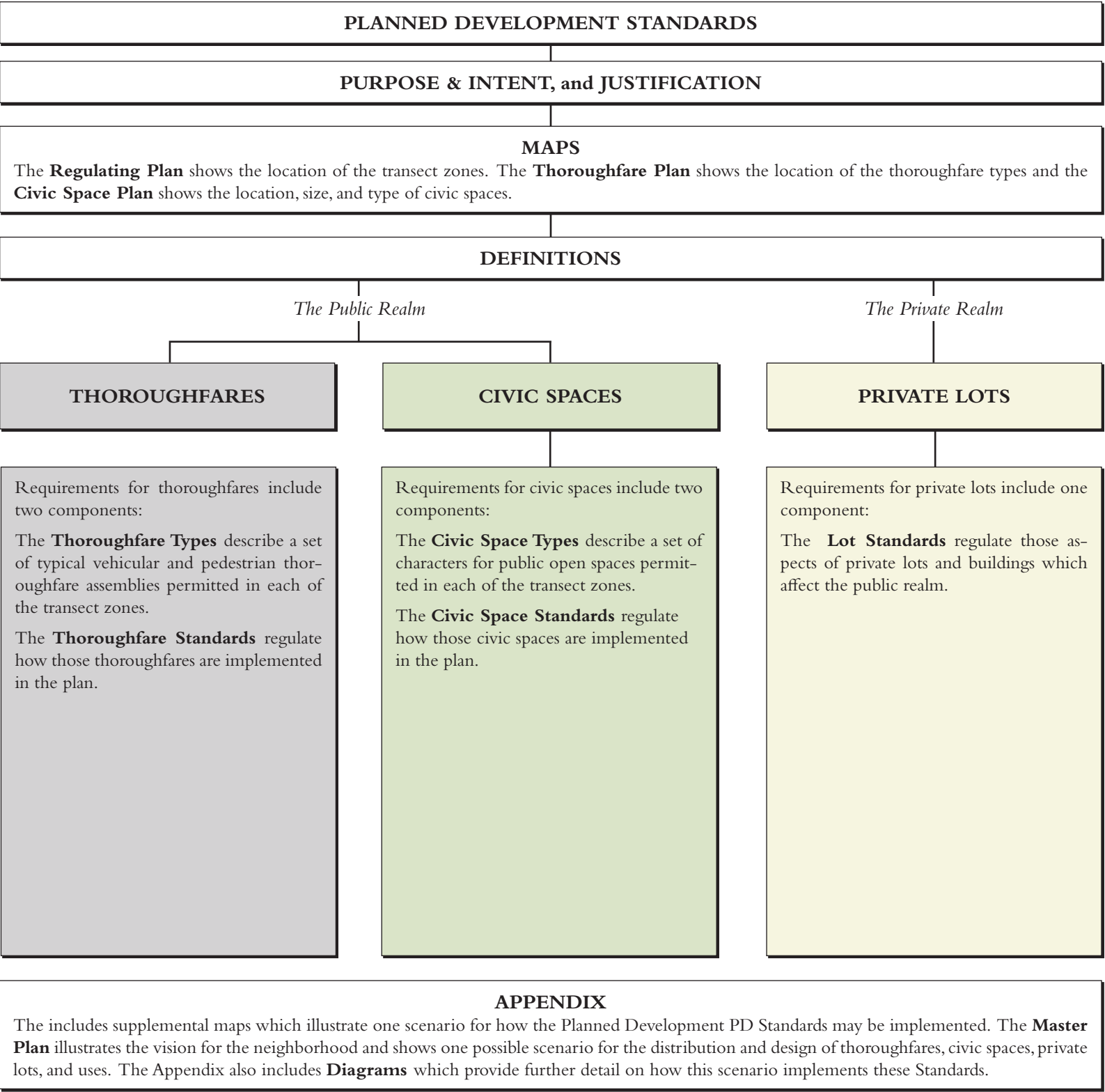












A MASTER PLAN FOR

DAVIS TRACT

PHASE 1

TAYLOR, TEXAS

C

PLANNED DEVELOPMENT STANDARDS

OverviewC.1

Purpose & Intent.....C.2

Regulating Plan & General StandardsC.3

Thoroughfare PlanC.4

Thoroughfares..... C.5–C.7

Civic Space Plan.....C.8

Civic SpacesC.9

Private LotsC.10–C.11

DefinitionsC.12–C.14

X

APPENDIX

Master Plan X.1

Fire Apparatus Access Diagram..... X.2

Addressing Diagram X.3



Purpose & Intent

The intent of these PD Standards is to enable pedestrian-friendly design, with a fine-grained mix of civic spaces, thoroughfares, building types, and uses arranged with a clear center and edge. Good urban design takes pressure off of the architecture, allowing building designs to be simple and appropriate to the local context, in service of shaping a beautiful and pedestrian-friendly public realm.

The proposed community includes approximately 25.5 acres designed as a mixed-use, walkable community with a range of uses which may include residential and civic uses. The neighborhood will be built out incrementally over time and is designed to be flexible to respond to the market as the city grows.

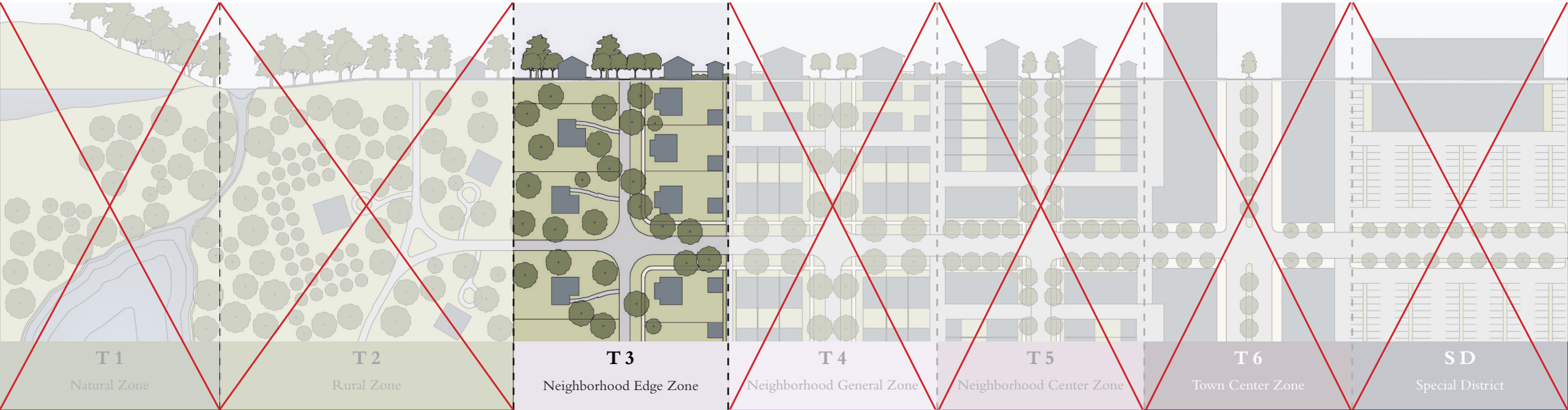
- At the Scale of the Neighborhood:
- All dwelling units are within cycling distance of Downtown Taylor.
 - An interconnected network of thoroughfares, which also connects to the city’s existing network, is designed to disperse traffic and encourage walking and cycling.
 - A range of civic spaces is distributed throughout the neighborhood.
 - A range of housing types are provided to accommodate a diversity of household types and market demand.
- At the Scale of the Block and the Building:
- The design of thoroughfares and buildings should reinforce pedestrian-friendly environments, but not at the expense of accessibility.
 - Buildings and landscaping should contribute to the spatial definition of thoroughfares and civic spaces.
 - Civic buildings should be distinct from other buildings, reflecting their importance.
 - Architecture and landscape design reflect local and regional climate, topography, history, and building practices.

Justification

The primary reason for requesting the zoning change from Single Family Residential (R-1) (to include acreage brought into the City Limits upon Voluntary Annexation) to Residential Planned Development (RPD) is to propose zoning and technical design standards to make the community as pedestrian- and bike-friendly as reasonably possible, while accommodating the necessary requirements of emergency access, trash collection, stormwater management, and the like. The design of this new community closely aligns with the City’s long-term vision/goals and will help the City meet the ever growing demand for walkable communities.

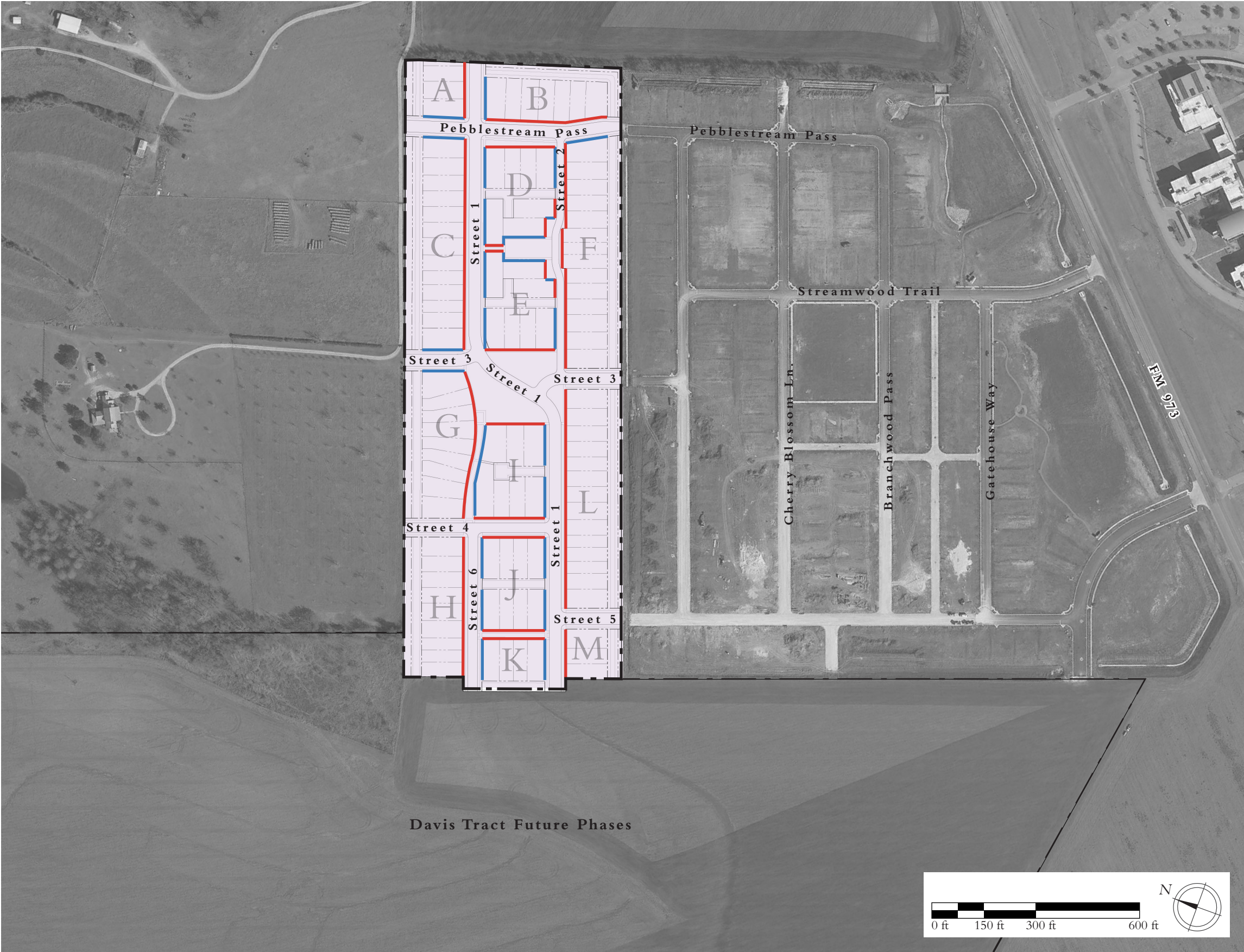
Additional Notes

1. All improvements to the community shall follow these PD Standards, including any approved variances adopted as part of these PD Standards. In the event of a conflict between these PD Standards and any applicable codes, and other but not limited to the Building Code, ADA, life safety codes, and others, the conflict shall be brought to the attention of the developer and the City immediately for resolution.
2. It is the design Purpose and Intent not the “letter” of these PD Standards to which improvements should conform.
3. These PD Standards are typologically-based and thus represent the typical condition. It is expected that the standards for the typical condition will be applied to the actual condition, and modified or refined in a reasonable manner that achieves the intent of the PD. It is expected that actual conditions will vary from the typical conditions shown.
4. There are two types of deviations from these PD Standards: Warrants and Variances. Where no standard is included in these PD Standards, standards shall be determined by Warrant. The correction of “scrivener’s errors” within this document shall be handled by Warrant.
5. Deviations from the Master Plan shall be determined by warrant.
6. Sources for various texts, definitions and illustrations include the Lexicon of the New Urbanism and SmartCode v9.2 by Andres Duany, et. al.



A Typical Rural to Urban Transect, with Transect Zones.





General Standards

1. Minor adjustments may be made to the Master Plan (and by extension the Regulating Plan) as consistent with these Planned Development (PD) Standards..
2. The base zoning district shall be R-1, as described in the Taylor Code of Ordinances,
3. Streets 1, 3, and 5 are intended to connect to the adjacent properties as shown. The exact location of these connections may be adjusted based on the configuration of any future improvements to those properties.

Key

T3: Neighborhood Edge Zone

Primary Frontage

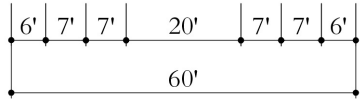
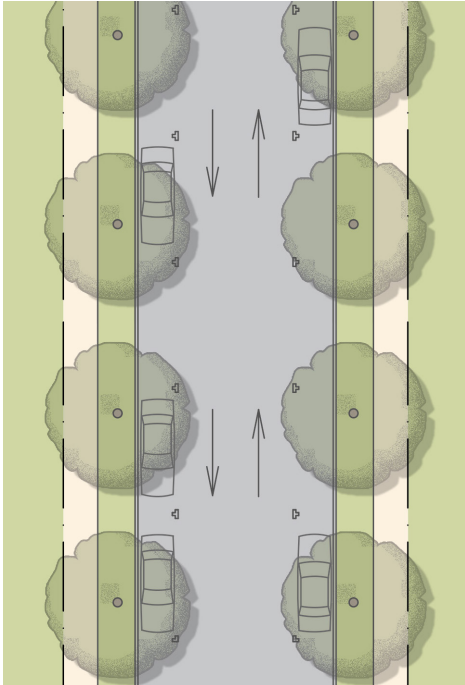
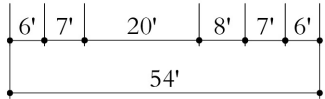
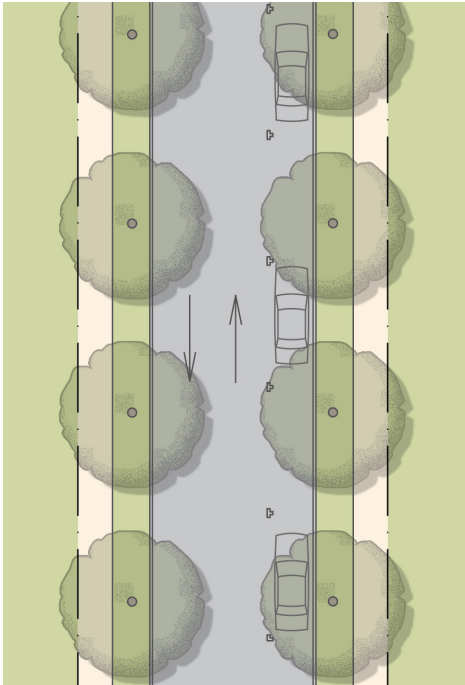
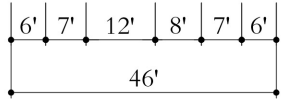
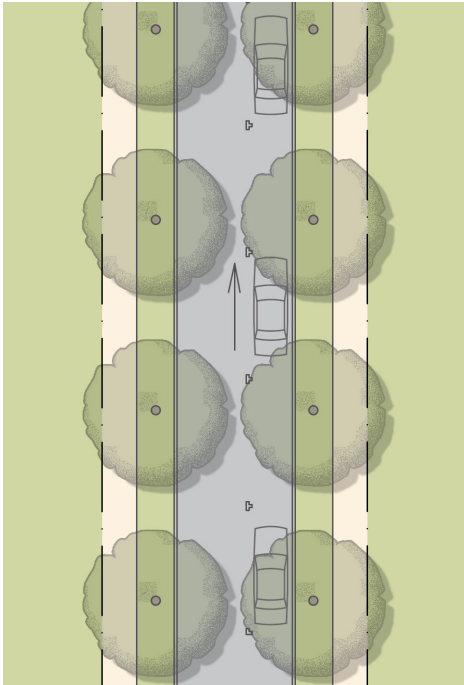
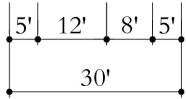
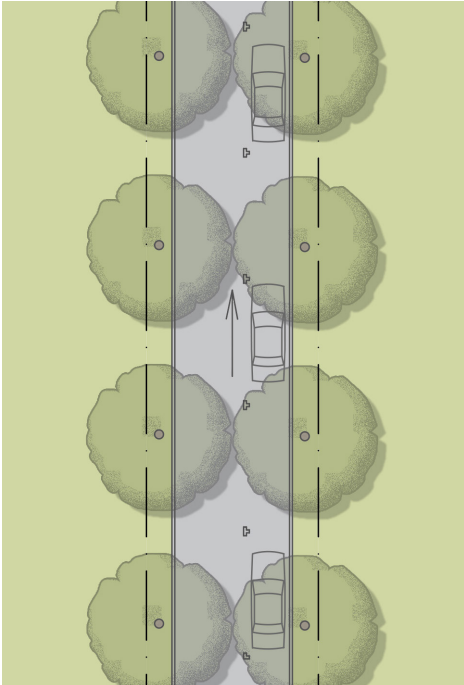
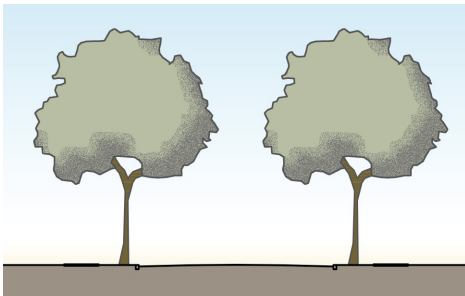
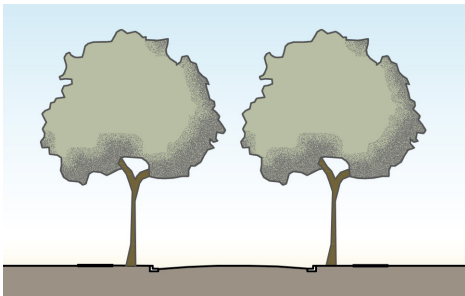
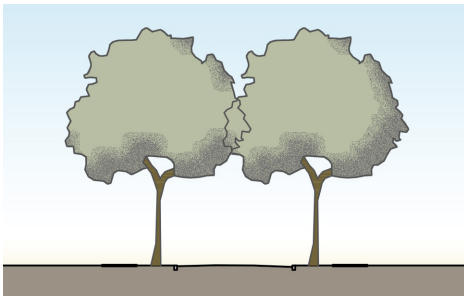
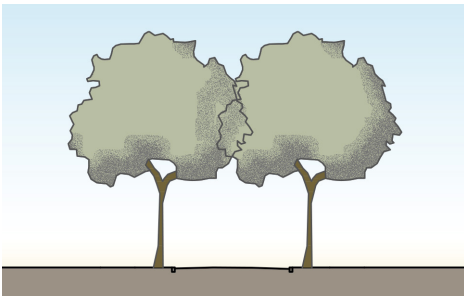
Secondary Frontage





Primary Types				
	Name	Type	ROW	Pavement
	Street	ST	30	20
	TBD Street	ST	46	20
	Street	ST	54	28
	Street	ST	60	34
	Passage	PS	V	6-6
	Path	PT	V	5+
	Sidewalk in Civic Space (see Civic Space Standards)			
	Trail in Civic Space (see Civic Space Standards)			
Secondary Types				
	Name	Type	ROW	Pavement
	Rear Alley	RA	30	12
	Fire Alley	RA	30	20





Thoroughfare Type
ST Street
Right-of-Way Width
Pavement Width

XX - ## - ##

ST-30-20

Street
T3
30 ft. ROW
20 ft. Pavement
Slow Movement
One-Way Traffic
Parking One Side
12 ft. Curb Radius
Header Curbs
7 ft. Tree Lawn
Cluster or Allee, 25-30 ft. o.c.
6 ft. Sidewalk
For buildings up to 30 ft.

This thoroughfare type overrides City standards for Neighborhood Avenue.

ST-46-20

Street
T3
46 ft. ROW
20 ft. Pavement
Slow Movement
One-Way Traffic
Parking One Side
12 ft. Curb Radius
Header Curbs
7 ft. Tree Lawn
Cluster or Allee, 25-30 ft. o.c.
6 ft. Sidewalk
Not provided on this thoroughfare.

ST-54-28

Street
T3
54 ft. ROW
28 ft. Pavement
Slow Movement
Two-Way Traffic
Parking on One Side
12 ft. Curb Radius
Header Curbs
7 ft. Tree Lawn
Cluster or Allee, 25-30 ft. o.c.
6 ft. Sidewalk
For buildings up to 30 ft.

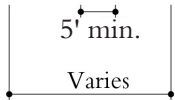
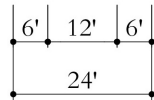
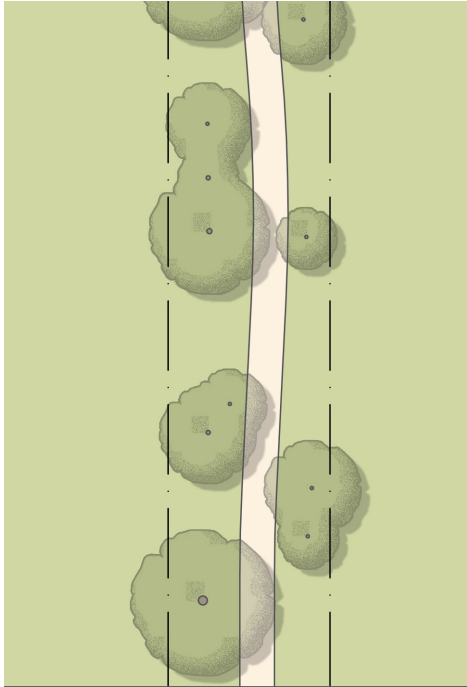
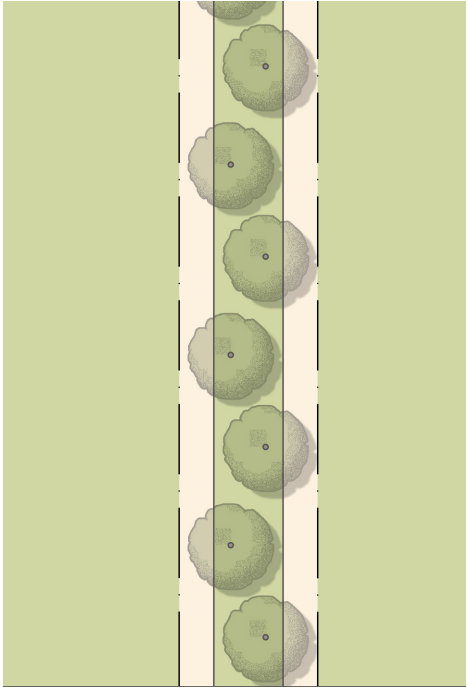
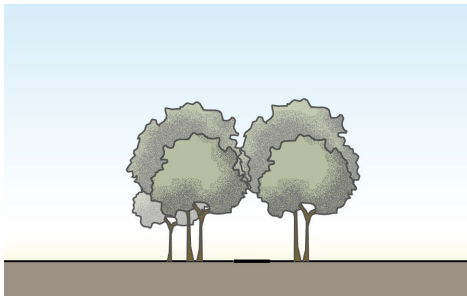
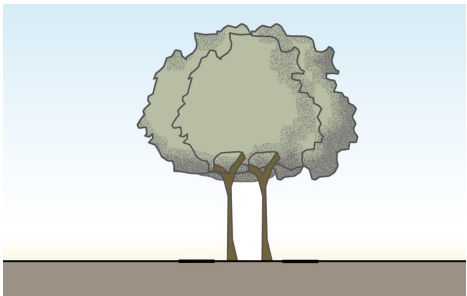
ST-60-34

Street
T3
60 ft. ROW
34 ft. Pavement
Slow Movement
Two-Way Traffic
Parking Both Sides
12 ft. Curb Radius
Header Curbs
7 ft. Tree Lawn
Cluster or Allee, 25-30 ft. o.c.
6 ft. Sidewalk
For buildings up to 30 ft.

This thoroughfare type overrides City standards for Neighborhood Avenue.

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





PS - V - 6 - 6

PT - V - 5 +

Thoroughfare Type

PS Passage
PT Path

Right-of-Way Width

Pavement Width

XX - ## - ##

Passage
T3
24 ft. ROW
N/A
N/A
N/A
N/A
N/A
N/A
12 ft. Planting Zone
Clustered
6 ft. Sidewalk each side
Not provided on this thoroughfare

This thoroughfare type will be privately owned and maintained.

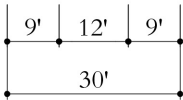
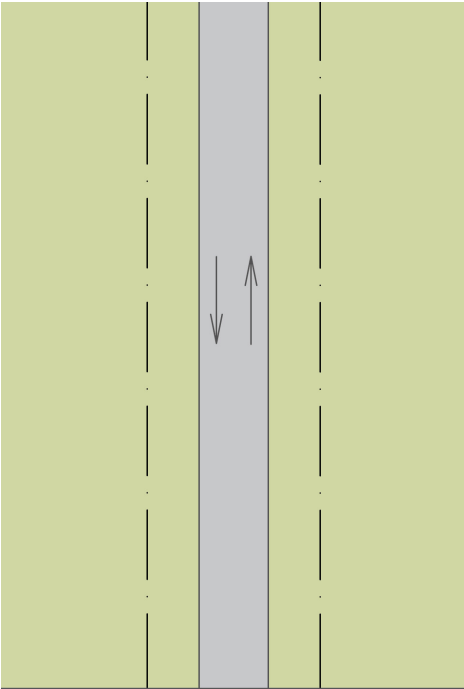
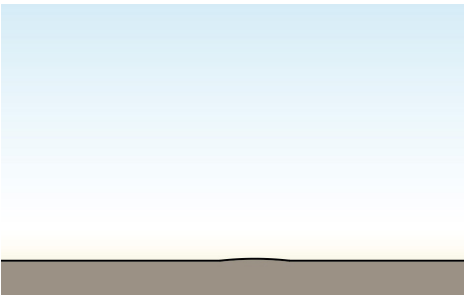
Path
T3
ROW Width Varies
N/A
N/A
N/A
N/A
N/A
N/A
Planting zone varies
Trees, ground cover, shrubs, lawn
5 ft. min. Sidewalk
Not provided on this thoroughfare.

This thoroughfare type will be privately owned and maintained.

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

Notes

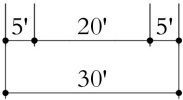
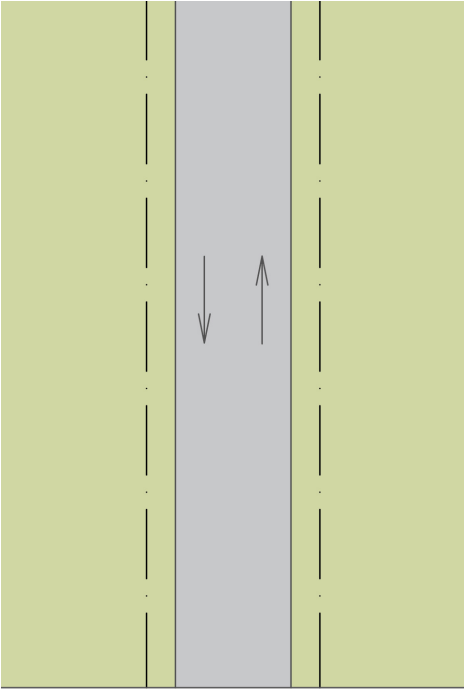
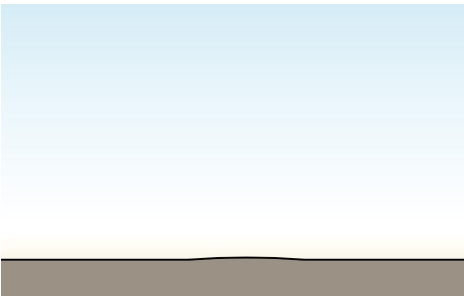




RA - 30 - 12

Rear Alley
T3
30 ft. ROW
12 ft. Pavement
Slow Movement
Two-Way Traffic
No Parking
12 ft. Curb Radius; Apron at Street
Inverted Crown
6 ft. Lawn
Varies
No Sidewalk
Not provided on this thoroughfare.

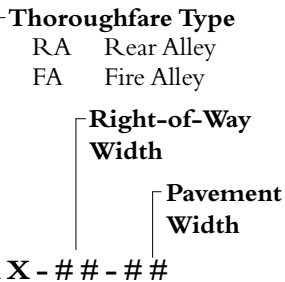
This thoroughfare type will be privately owned and maintained.



FA - 30 - 20

Fire Alley
T3
ROW 30 ft
N/A
Slow Movement
Two-Way Traffic, Fire Access
No Parking
15 ft. Curb Radius; Apron at Street
Inverted Crown
N/A
N/A
No Sidewalk
For buildings up to 30 ft. ¹

This thoroughfare type will be privately owned and maintained.



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

Notes

Thoroughfare Standards

The following apply to all thoroughfares and supersede the provisions of appendix C, Chapter 6, Table 5.2.1 and section 5.5 of the Taylor Code of Ordinances:

- Paving Materials.** In addition to paving materials and surfaces currently acceptable to the City asphalt pavers, brick pavers, and concrete pavers may be used. Paving materials and surfaces other than asphalt and concrete shall be maintained by a Property Owners Association (POA).
- Street Trees.** The following apply to street trees:
 - Street trees shall be Cedar Elm, Drake Elm, Bigtooth Maple, Chinquapin Oak, Monterey Oak, Red Oak, Texas Ash, or Pecan. Other tree species acceptable to the City shall be approved by warrant.
 - The public frontage shall include trees planted in a pattern consistent with the master plan, which are illustrated as either clustered or alley. Allees shall be of a single species. Clusters shall be of multiple species.
 - Street tree spacing shall typically be as designated by the PD Thoroughfare Types and adapted as needed for specific locations. Specific areas may be exempted by warrant from required tree planting due to site conditions, design merit, and/or other extenuating circumstances.
 - Trees shall be maintained by a POA to permit sufficient vertical clearance in the travel lanes (12 ft. 6 in.) for moving vans, buses, emergency vehicles, and the like.
- Utility Easements.** Typically, water and sewer shall be provided in primary thoroughfares or civic spaces and other utilities shall be provided in secondary thoroughfares, with easements in these thoroughfares as required. Provision of utilities in easements on private lots shall be the exception and the location of last resort.
- Encroachments over Rights-of-Way.** Portions of buildings may be permitted to encroach over Rights-of-Way as consistent with the Lot Standards.
- Proposed Fire Apparatus Access.** This access, which may be provided by thoroughfares or civic spaces, shall be paved or otherwise structurally stabilized with a clear width as required by the City of Taylor and a 15-foot inside turning radius (see *Fire Apparatus Access Diagram*). ⁱWhere a clear width greater than 20 feet is required, the FA-30-20 thoroughfare type may be modified to include wider pavement.
- Thoroughfare Alignments.** Intersection angles and offsets are permitted if consistent with the Master Plan or minor adjustments therein. Thoroughfares may have offset intersections or intersections at angles other than 90 degrees as a means of calming traffic.
- Other Thoroughfare Standards.** Maximum cul-de-sac length does not apply to alleys. Turn lanes may be required at intersections per traffic impact analysis.



Civic Space Types	
	Park
	Green
Total Civic Space: 1.33 acres	
Total Site Area: 25.52 acres	
Civic Space Ratio: 5.20%	





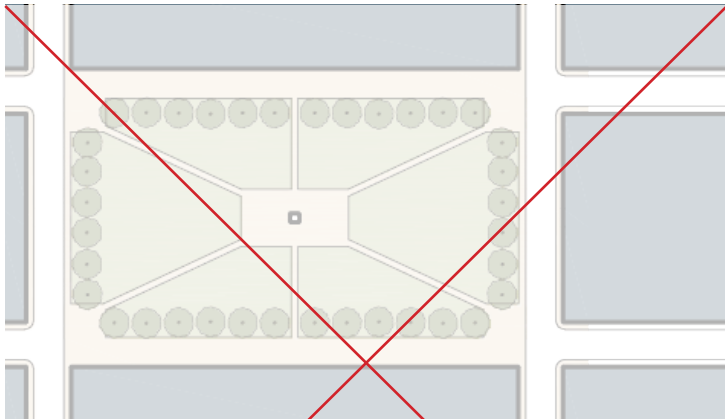
Park

A large open area available for recreation, usually located at the neighborhood edge often with buildings at some or all of the perimeter, but not always. Its landscape may comprise paved paths and unpaved trails, some open lawn, trees, and open shelters, ponds, and other natural features, all naturalistically disposed and requiring limited maintenance. A very large park serving as a corridor is a greenway.



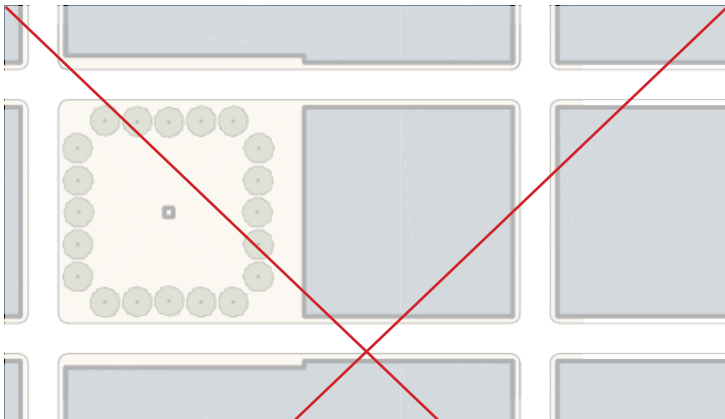
Green

A medium-sized public space available for unstructured recreation, circumscribed by building facades, its landscape consisting mostly of grassy areas and trees, naturalistically disposed and requiring only limited maintenance.



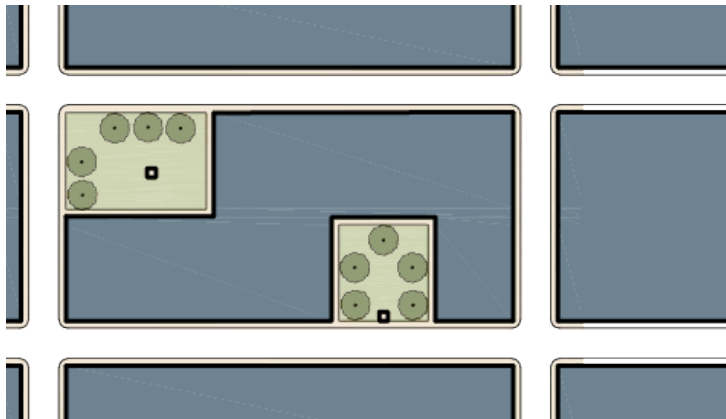
Square

A public space, seldom larger than a block, at the intersection of important streets. A square is circumscribed spatially by frontages; its streetscape consists of paved walks, lawns, trees, and civic buildings all formally disposed and requiring substantial maintenance.



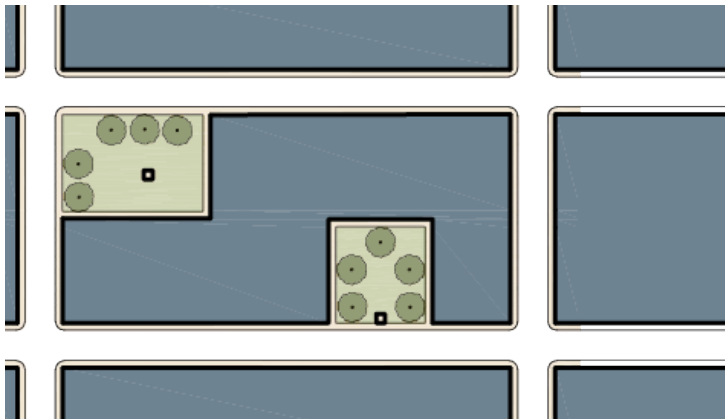
Plaza

A public space consisting of hardscape material.



Pocket Park

A small open space suitable for socializing, eating, and resting. Pocket parks may be equipped with benches and plantings, with tables and public art optional. They may be placed alongside thoroughfares or as intimate spaces within blocks, but should be visible from a thoroughfare (including paths). Pocket parks may be located anywhere. Location of pocket parks is TBD.



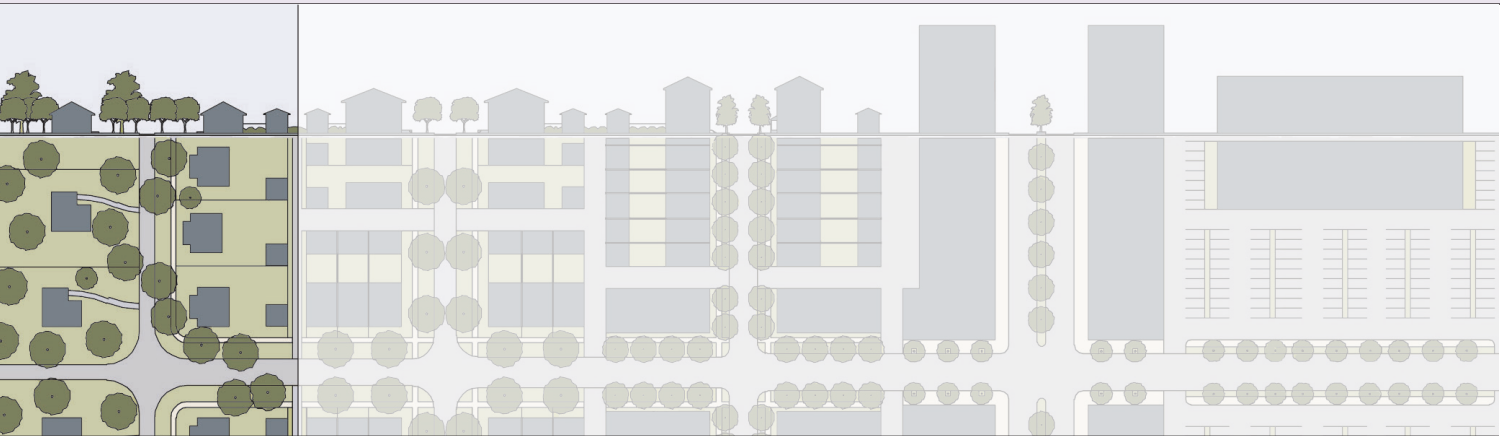
Playground

An open space designed and equipped for the recreation of children. A playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within residential areas and may be placed within a block. Playgrounds may be included within any civic space. There shall be no minimum or maximum size. Location of playgrounds is TBD.

Civic Space Standards

- The following apply to all civic spaces:
1. **Maintenance and Ownership.** All civic spaces shall be owned and maintained by a POA and have public access easements.
 2. **Allocation of Civic Spaces.** A minimum of 5% of the gross area of the property shall be dedicated as civic spaces (see Civic Space Diagram). This area shall include stormwater management features that are designed as part of a civic space and shall not include stormwater management features not designed as part of a civic space. Refinements to the location and area of open spaces in the master plan are anticipated, but shall continue to meet this requirement.
 3. **Sidewalks.** Civic spaces shall have sidewalks sufficient to provide access to all enfronting lots and provide connectivity to adjacent primary thoroughfares and civic spaces.
 4. **Landscaping.** Landscaping for civic spaces, open spaces, and storm water management ponds shall follow the standards of the underlying zoning.
 5. **Recreation Areas.** Swimming pools, recreation courts (tennis, handball, etc.), exercise facilities, recreation facilities, and related structures may be located within civic space.

T3: Neighborhood Edge Zone



a. Lot Dimensions

Lot Width	120 ft. max.
Lot Coverage	70% max.

b. Setbacks: Principal Building

(b.1) Front Setback (Principal)	12 ft. min., 30 ft. max.
(b.2) Front Setback (Secondary)	12 ft. min., 30 ft. max.
(b.3) Side Setback	5 ft. min.
(b.4) Rear Setback	1 ft. min.
Primary Frontage Buildout	40% min.

c. Setbacks: Outbuilding

(c.1) Front Setback (Principal)	20 ft. + (b.1) min.
(c.2) Front Setback (Secondary)	5 ft. min., 30 ft. max.
(c.3) Side Setback	5 ft. min.
(c.4) Rear Setback	1 ft. min.

d. Building Height

(d.1) Principal Building	3 stories max.
(d.2) Outbuilding	3 stories max.

e. Private Frontages

Common Lawn	permitted
Porch	permitted
Terrace and Light Court	permitted
Forecourt	permitted
Stoop	permitted
Storefront and Awning	not permitted
Gallery	not permitted
Arcade or Colonnade	not permitted

f. Building Uses

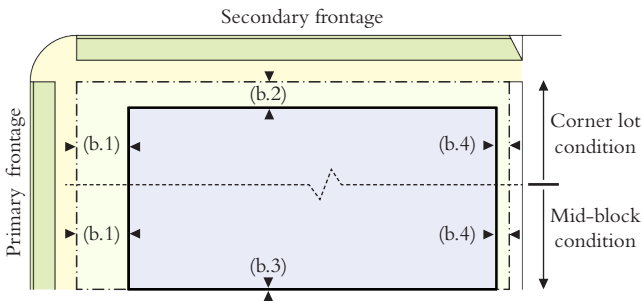
Additional uses may be approved by warrant.

Residential	Restricted Residential: Up to 2 dwelling units and additionally 2 accessory dwelling units are permitted on each lot.
Lodging	Restricted Lodging: The number of bedrooms available for lodging shall be limited to 8. Breakfast may be provided to overnight guests before noon each day.
Office	Not Permitted.
Retail	Not Permitted.
Manufacturing	Not Permitted.
Civic	Open Civic: Civic uses are permitted in any transect zone, but shall be of a scale that limits the adverse impacts to neighbors at most times.

The following requirements apply to all lots in T3.

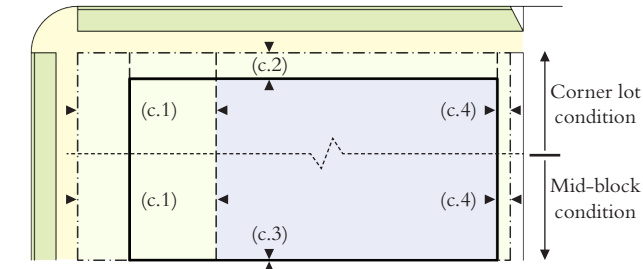
b. Setbacks: Principal Building

- The Principal Building shall be distanced from the lot lines as shown.
- Facades shall be built along the primary frontage to the specified primary frontage buildout percentage (measured as a percentage of the lot width). The primary frontage buildout requirement does not apply at secondary frontages.



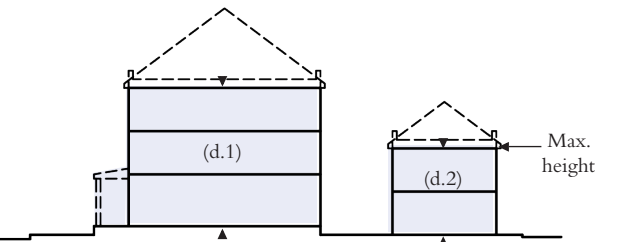
c. Setbacks: Outbuilding

- The outbuilding shall be distanced from the lot lines as shown.



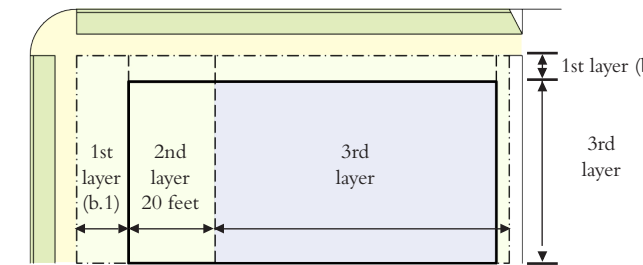
d. Building Height

- Building height shall be measured in number of stories, excluding attics and raised basements.
- Ground-floor habitable rooms at frontages shall be 10' min. floor-to-ceiling.
- Upper-story habitable rooms at frontages shall be 9' min. floor-to-ceiling.
- Exemptions from height limits include: civic structures and monuments, turrets, towers, cupolas, chimneys, flag poles, and necessary mechanical appurtenances.



Parking Placement

- Parking (whether open, covered, or enclosed) shall only be provided within the third layer. Garages are permitted within liner buildings in the second layer, and may be permitted elsewhere in the first or second layer by warrant.
- Parking shall be accessed by a rear lane when such are provided.



Lot Standards

The following apply to lots in T3:

- 1. **Block Length.** Blocks shall be a maximum of 625 feet long, with the exception of blocks "F" and "L", which may be the same length as the existing blocks to which they are adjacent. Lots may front on publicly or privately owned thoroughfares or civic spaces.
- 2. **Dwelling Size.** There is no minimum dwelling size.
- 3. **Number of Buildings and Units.** Lots may have more than one building. Corner lots may have two accessory units provided that one faces the secondary frontage.
- 4. **Accessory Dwelling Unit Square Footage.** The conditioned space of an accessory dwelling unit within a primary building or an outbuilding shall not exceed the net square footage of the primary unit.
- 5. **Site Perimeter Landscaping.** There is no site perimeter landscaping requirement.
- 6. **Fences.** A fence along a shared rear or side lot line shall be no closer than 5 ft. to another fence. Alternatively, neighbors may share a single fence along a shared side or rear lot line. Fences within the first lot layer shall be painted.
- 7. **Parking Standards.** There shall be no minimum or maximum parking standards.
- 8. **Fire Apparatus Access.** Proposed fire apparatus vehicle access is as shown on the Fire Apparatus Access Diagram, typically within 150 feet of all buildable area on a lot. Buildings on portions of lot greater than 150 feet from the Fire Apparatus Vehicle Access Route may require a fire suppression system to meet building and fire code requirements.
- 9. **Other Subdivision Standards.** Lots may front on thoroughfares or civic spaces, whether owned publicly or privately, through which access to residences may be established, consistent with the Regulating Plan or minor adjustments therein. Lots may be configured as shown on the Regulating Plan, and shall be consistent with the Lot Standards. Intersection angles and street jog offsets are acceptable if consistent with the Regulating Plan or minor adjustments therein. Maximum cul-de-sac length does not apply to alleys.
- 10. **Non-Residential Uses.** Non-Residential uses are not permitted.
- 11. **Landscaping.** Landscaping on private lots is only required at frontages unless noted otherwise and required plantings shall comply with City requirements.
 - **Front Yard Trees.** Front yards of a depth greater than 12 ft. require one deciduous tree of a minimum height

of 30 ft. at maturity and one additional tree for every 18 linear ft. of frontage not occupied by a terrace, stoop, or porch.

- **Artificial Plants.** Artificial plants may not be used to satisfy the requirements herein.
- **Erosion Control.** Erosion control is required where there is no landscape or hardscape.

- 12. **Facades.** Facades shall be built parallel to a rectilinear primary frontage line or to the chord of a curved primary frontage line.
- 13. **Encroachments.** Permitted encroachments into setbacks shall be as shown on the following Table. Additionally, windowsills, belt courses, bay windows, cornices, eaves, footings, and ornamental features may encroach into any setback. All encroachments into utility easements are subject to the permission of the affected easement owner. (see *Permitted Encroachments table below*)

	Setbacks Facing Frontages	Side and Rear Setbacks	Thoroughfares (incl. ROW)
Patios ⁱ		•	
Decks ⁱ		•	
Mech. Equipment		•	
Utility Meters		•	
Window Wells		•	
Stoops and Steps ⁱ	•	•	
Porches and Steps ⁱⁱ	•	•	
Chimneys	•	•	
Hedges, Fences, & Garden Walls	•	•	
Bay Windows	•	•	
Turrets/Towers	•	•	
Eaves	•	•	
Overhangs	•	•	
Balconies	•	•	
Ramps	•	•	
Awnings		•	

- i. May encroach into setbacks up to 6 feet.
- ii. May encroach into setbacks up to 10 feet.



Accessory Dwelling Unit: A dwelling unit sharing ownership and utility connections with a Primary Building.

Allee: a regularly spaced and aligned row of trees usually planted along a Thoroughfare or Path.

Apartment: a Residential unit sharing a building and a Lot with other units and/or uses; may be for rent, or for sale as a condominium.

Attic: the interior part of a building contained within a pitched roof structure.

Backbuilding: a single-Story structure, open or enclosed, connecting a Primary Building to an Outbuilding.

Band Sign: a band of lettering across the entire width of a building or storefront.

Bed and Breakfast: *See Restricted Lodging.*

Blade Sign: a two-sided sign board hung from a projecting element at 90 degrees to the building facade.

Block: the aggregate of private Lots, Secondary Thoroughfares, and Parking Lots, circumscribed by Primary Thoroughfares.

Civic: Organizations dedicated to arts and culture, education (including schools), government, recreation, religion, social service, transit, as well as cemeteries, municipal parking, post offices, wedding chapels and the like.

Civic Building: a building operated by not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or for use approved by the legislative body.

Civic Space: an outdoor area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping and their Enfronting buildings.

Commercial: the term collectively including Lodging, Office, and Retail Uses.

Common Lawn: *See Definitions: Illustrated.*

Curb: the edge of the vehicular pavement that may be raised or flush. It usually incorporates the drainage system.

Driveway: a vehicular lane within a Lot, often leading to a garage.

Dwelling Unit: one or more rooms used, or intended to be used for occupancy by one person or a group of persons living together as a family. Each installation of kitchen facilities consisting of at least a stove or cooking device and a sink shall be a separate dwelling unit.

Effective Turning Radius: *See Definitions: Illustrated.*

Elevation: *See Definitions: Illustrated.*

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Enfront: to place an element along a Frontage, as in “porches Enfront the street.”

Facade: *See Definitions: Illustrated.*

Frontage: *See Definitions: Illustrated.*

Frontage Line: *See Definitions: Illustrated.*

Frontage Buildout: That portion of a setback line which shall have a building facade on it.

Gallery: *See Definitions: Illustrated.*

Green: *See Civic Space Types.*

Home Occupation: non-retail commercial operation and/or remote work which takes place in a residence.

Inn: *See Use.*

Liner Building: a building specifically designed to mask a parking lot or a Parking Structure from a Frontage.

Live-Work: a Mixed Use unit consisting of a Commercial and Residential Use. The Commercial Use may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry. (Syn. flexhouse.)

Lodging: Premises available for short-term human habitation, including daily and weekly rental.

Lot Coverage: the maximum area of a lot that may be occupied by a structure. Lot coverage is expressed as a ratio. Arcades, open porches, decks, terraces, and stoops are excluded from the calculation

Lot: a parcel of land accommodating a building or buildings of unified design. The size of a Lot is controlled by its width in order to determine the grain (i.e., fine grain or coarse grain) of the urban fabric.

Lot Layer: a range of depth of a Lot within which certain elements are permitted. *See Definitions: Illustrated.*

Lot Line: *See 17.*

Lot Width: the length of the Primary Frontage Line of a Lot.

Manufacturing: Premises available for the creation, assembly, and/or repair of artifacts including their retail sale except when such activity creates adverse impacts.

Office: Premises available for the transaction of general business including medical and dental offices, clinics and outpatient facilities, but excluding retail sales and manufacturing.

Outbuilding: a building, usually located toward the rear of the same Lot as a Primary Building, and sometimes connected to the Primary Building by a Backbuilding. *See Definitions: Illustrated.*

Park: *See Civic Space Types.*

Passage (PS): a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long Blocks and connect rear parking areas to Frontages.

Path (PT): a pedestrian way traversing a Park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the urban Sidewalk network.

Pavement Radius: *See Definitions: Illustrated.*

Planter: the element of the Public Frontage which accommodates street trees, whether continuous or individual.

Plaza: *See Civic Space Types.*

POA: Property Owners Association

Primary Building: the main building on a Lot, usually located toward the Frontage. *See Definitions: Illustrated.*

Primary Entrance: the main point of access for pedestrians into a building.

Primary Frontage: *See Definitions: Illustrated. See Frontage.*

Private Frontage: *See Definitions: Illustrated. See Frontage.*

Public Frontage: *See Definitions: Illustrated. See Frontage.*

Rear Alley (RA): a vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. Rear Alleys are typically paved from building face to building face, with drainage by inverted crown at the center or with roll Curbs at the edges.

Regulating Plan: a Zoning Map or set of maps that shows the Transect Zones, Civic Zones, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by the SmartCode.

Residential: Premises available for long-term human habitation by means of ownership or rental for more than 30 days.

Retail: Premises available for the commercial sale of merchandise, services, and prepared foods (including restaurants), but excluding manufacturing.

Right-of-Way (R.O.W.): *See Definitions: Illustrated.*

Road (RD): a local, rural and suburban Thoroughfare of low-to-moderate vehicular speed and capacity. This type is allocated to the more rural Transect Zones (T1-T3).

Scrivener's Error: an unintentional mistake in the drafting of these PD Standards.

Secondary Frontage: *See Definitions: Illustrated. See Frontage.*

Setback: the area of a Lot measured from the Lot line to a building Facade or Elevation that is maintained clear of permanent structures, with the exception of Encroachments listed on the Lot Standards. *See Definitions: Illustrated.*

Sidewalk: the paved section of the Public Frontage dedicated exclusively to pedestrian activity.

Square: *See Civic Space Types.*

Stoop: *See Definitions: Illustrated.*

Storefront: a Private Frontage conventional for Retail use, with substantial glazing and an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade.

Story: a habitable level within a building, excluding an Attic or raised basement.

Street (ST): a local urban Thoroughfare of low speed and capacity.

Swale: a low or slightly depressed natural area for drainage.

T-zone: *See Transect Zone.*

Terminated Vista: a location at the axial conclusion of a Thoroughfare. A building located at a Terminated Vista designated on a Regulating Plan is required or recommended to be designed in response to the axis.

Thoroughfare: a way for use by vehicular and pedestrian traffic and to provide access to Lots and Open Spaces, consisting of Vehicular Lanes and the Public Frontage. *See the following page.*

Transect: a cross-section of the environment showing a range of different habitats. The rural-urban Transect of the human environment used in the SmartCode template is divided into six Transect Zones. These zones describe the physical form and character of a place, according to the Density and intensity of its land use and Urbanism.

Transect Zone: One of several areas on a Zoning Map regulated by the SmartCode. Transect Zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, Density, height, and Setback requirements, other elements of the intended habitat are integrated, including those of the private Lot and building and Public Frontage. (syn. T-zone)

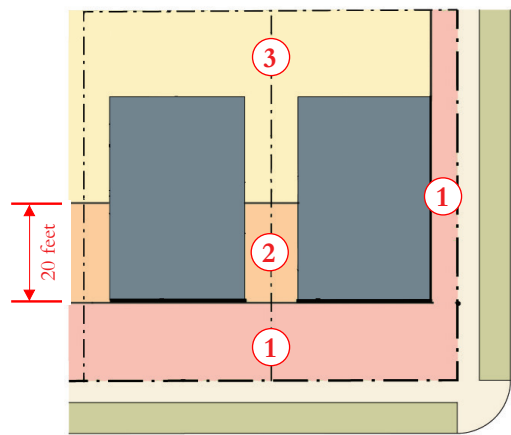
Turning Radius: the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn. *See Definitions: Illustrated.*

Use: the function or functions accommodated by a building and its Lot, categorized as Restricted, Limited, or Open, according to the intensity of the use.

Variance: a ruling that would permit a practice that is not consistent with either a specific provision or the Intent of these PD Standards. Variances are granted by the Zoning Board of Adjustment in a public hearing.

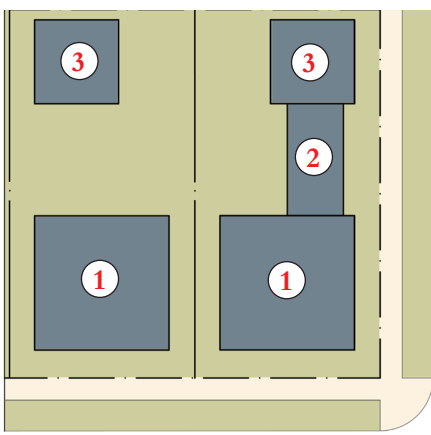
Warrant: a ruling that would permit a practice that is not consistent with a specific provision of these PD Standards, but that is justified by its Intent. Warrants are granted administratively. .

Lot Layers



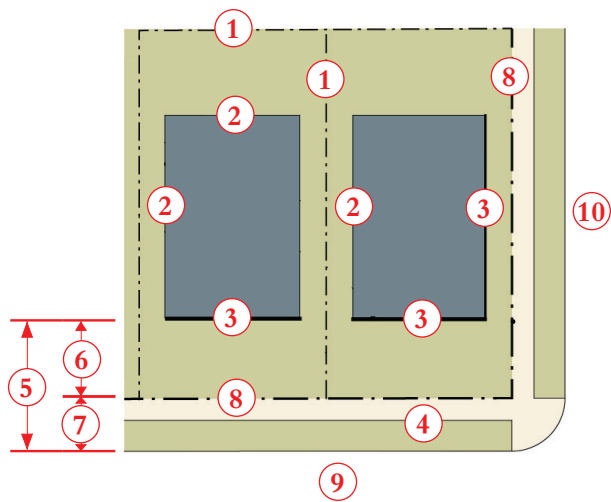
- ① 1st Layer
- ② 2nd Layer
- ③ 3rd Layer

Principle Building & Outbuilding



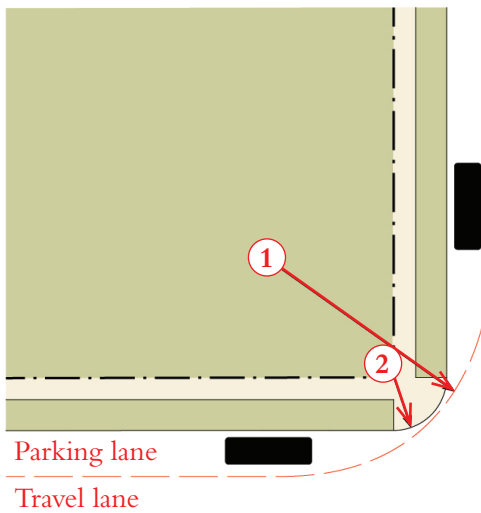
- ① Primary Building
- ② Backbuilding
- ③ Outbuilding

Frontage & Lot Lines



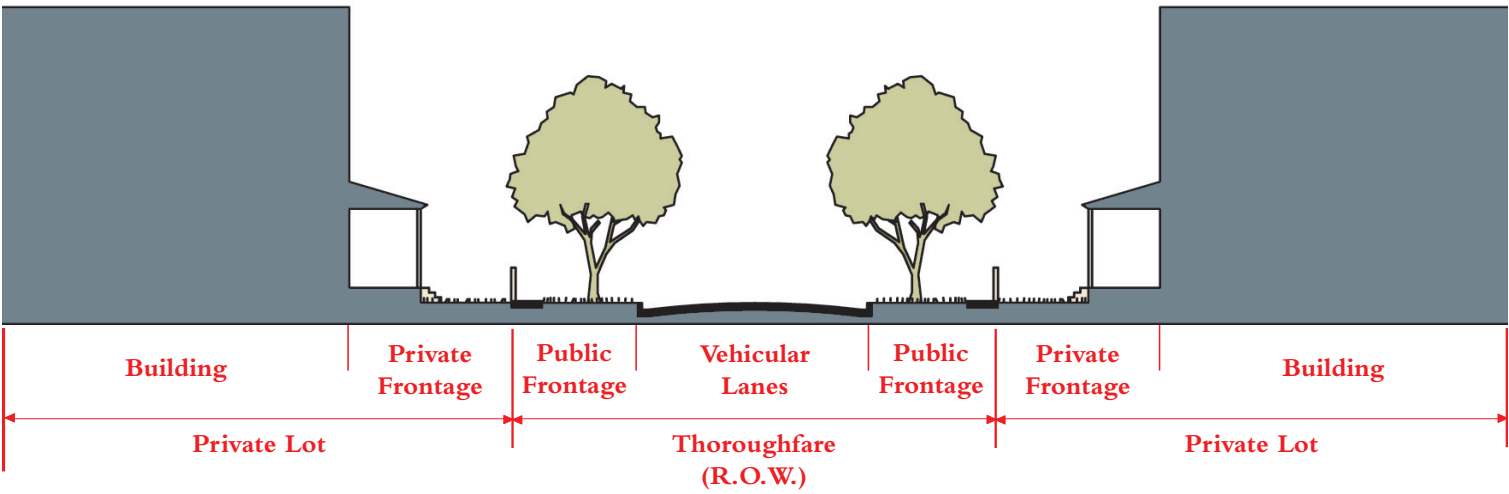
- ① **Lot Line:** the boundary that legally and geometrically demarcates a lot.
- ② **Elevation:** an exterior wall of a building not facing a frontage line.
- ③ **Facade:** the exterior wall(s) of a building that is (are) set along a frontage line. Facades face frontage lines and define the public realm, and are therefore more regulated than the elevations facing other lot lines.
- ④ **Right-of-Way (R.O.W.):** the composite public area dedicated to circulation, including the vehicular way and the streetscape.
- ⑤ **Frontage:** the area between a building facade and a thoroughfare or civic space, inclusive of its various built and planted components. Frontage is divided into private frontage and public frontage.
- ⑥ **Private Frontage:** the privately held Layer between the Frontage Line and the Primary Building Facade.
- ⑦ **Public Frontage:** the area between the Curb of the vehicular lanes and the Frontage Line.
- ⑧ **Frontage Line:** the line between the public and private frontage, (primary or secondary). The frontage line is coincident with the property line(s), at frontages.
- ⑨ **Primary Frontage:** on lots with multiple frontages, the frontage which will bear the address and primary entrance to the building.
- ⑩ **Secondary Frontage:** on lots with multiple frontages, the frontage(s) that are not the primary frontage.

Turning Radius



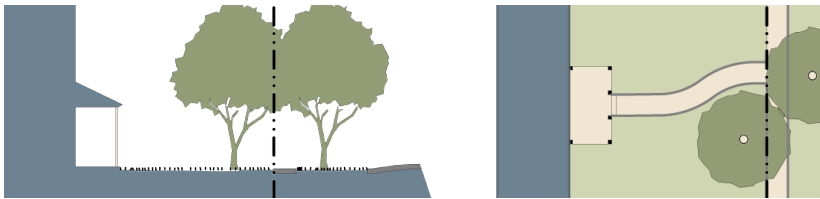
- ① **Effective Turning Radius:** the measurement of the inside turning radius taking parked cars into account.
- ② **Pavement Radius:** the curved edge of a vehicular lane at an intersection, measured at the inside edge of the travel lane if there is no on-street parking, or the parking lane if there is. The smaller the pavement radius, the more slowly the vehicle is forced to make the turn.

Thoroughfare & Frontages

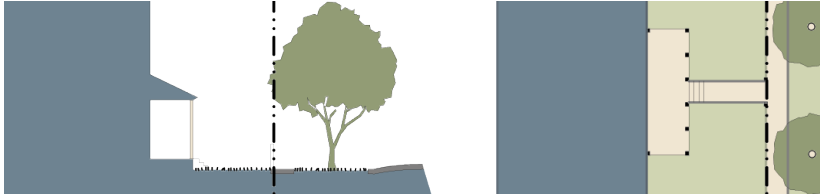


Private Frontages

Common Lawn: a facade set back substantially from the frontage line. The front yard should remain unfenced and be visually continuous with adjacent front yards. The intention is to emulate the character of buildings sitting in a common rural landscape. A front porch is encouraged but not required, as social interaction from the sidewalk is unlikely at such a distance.



Porch: a facade is set back from the frontage line with a front porch. The porch should be within a conversational distance of the sidewalk. Hedges, fences, or garden walls at the frontage line are encouraged to define the front yard. A great variety of porches is possible, but to be useful, none should be less than 6 ft deep.



Terrace and Light Court: a facade is set back from the frontage line with an elevated garden or terrace, or a sunken light court. This type can effectively buffer residential uses from the sidewalk, by creating an elevated front garden. The terrace created may also be suitable for restaurants and cafes, as the eye of the sitter is level with that of the standing passerby. The light court can give light and access to a basement.



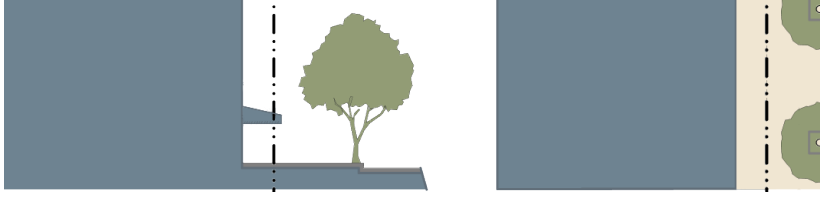
Forecourt: a facade is aligned close to the frontage line with a portion of it set back. The forecourt created is suitable for a garden or plaza, providing a transition from the public sidewalk to the building entry. This type should be used sparingly. Trees within the forecourts should be placed to have their canopies overhanging the sidewalks.



Stoop: a facade is aligned close to the frontage line with the ground story elevated from the sidewalk, securing privacy for the windows. This type is suitable for buildings with ground-floor residential uses, such as townhouses and apartment buildings. This type may be interspersed with the storefront.



Storefront and Awning: a facade is aligned close to the frontage line with the entrance at sidewalk grade. This type is conventional for retail frontage. It is commonly equipped with a cantilevered shed roof or an awning. The absence of a raised ground story generally precludes residential uses on the ground floor, although residential uses may be present where retail is anticipated in the future.



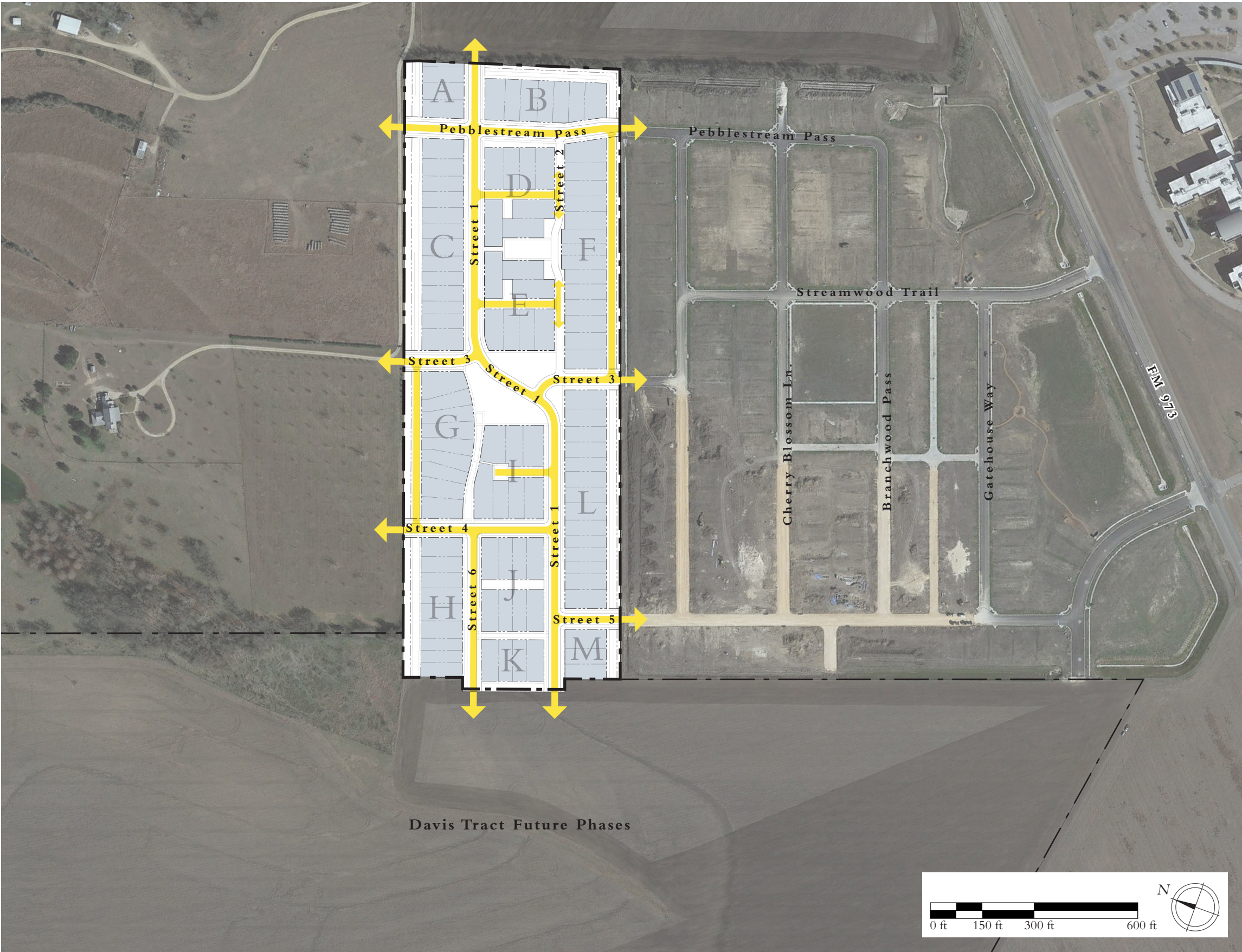
Gallery: a roof extends over the sidewalk above while the building facade remains at the frontage line. This type is most common for office, retail, and manufacturing uses. To be useful, the gallery should be no less than 12 feet deep and should overlap the sidewalk to within 2 feet of a vehicular lane so that a pedestrian cannot bypass it.



Arcade or Colonnade: An arcade (arches) or colonnade (columns and beams) is a structure including habitable space extending over a sidewalk supported by arches and open to the adjacent street or civic space. The ground story remains at the frontage line while the facade of the upper stories overlaps the sidewalk. This type is most common for office, retail, and manufacturing uses.







Fire Apparatus Access Notes

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



Key	
	20-foot Fire Apparatus Access Road
	Lots with buildings under 30 feet





Thoroughfare Names and Addressing Key	
①	Pebblestream Pass
②	_____ Street
③	_____ Lane
④	_____ Street (To match proper name of 5)
⑤	_____ Way (To match proper name of 4)
⑥	_____ Street
⑦	_____ Way
■	Sign with unit numbers

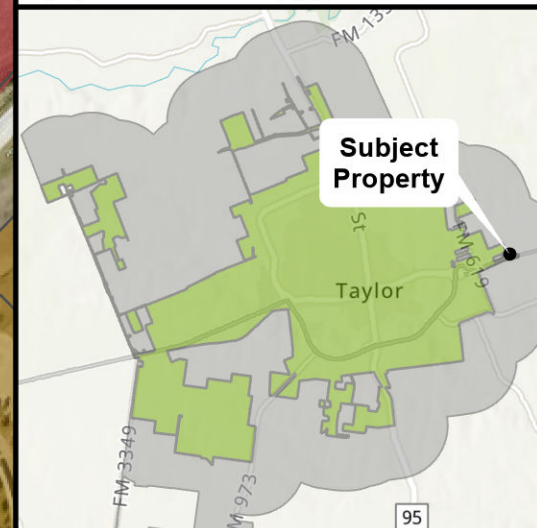




PZ-2022-1594

Generally located north of Elm
Branch Trl.
Rezoning
Location Map
Approximately 25.5 acres

- | | |
|------------------|--|
| Subject Property | Institutional |
| City Limits | R-1 Single Family |
| ETJ Boundary | R-1/RPD: Residential Planned Development |
| Parcels | UNK: Unknown |
| Zoning | |
| B-1 | |
| B-2 | |



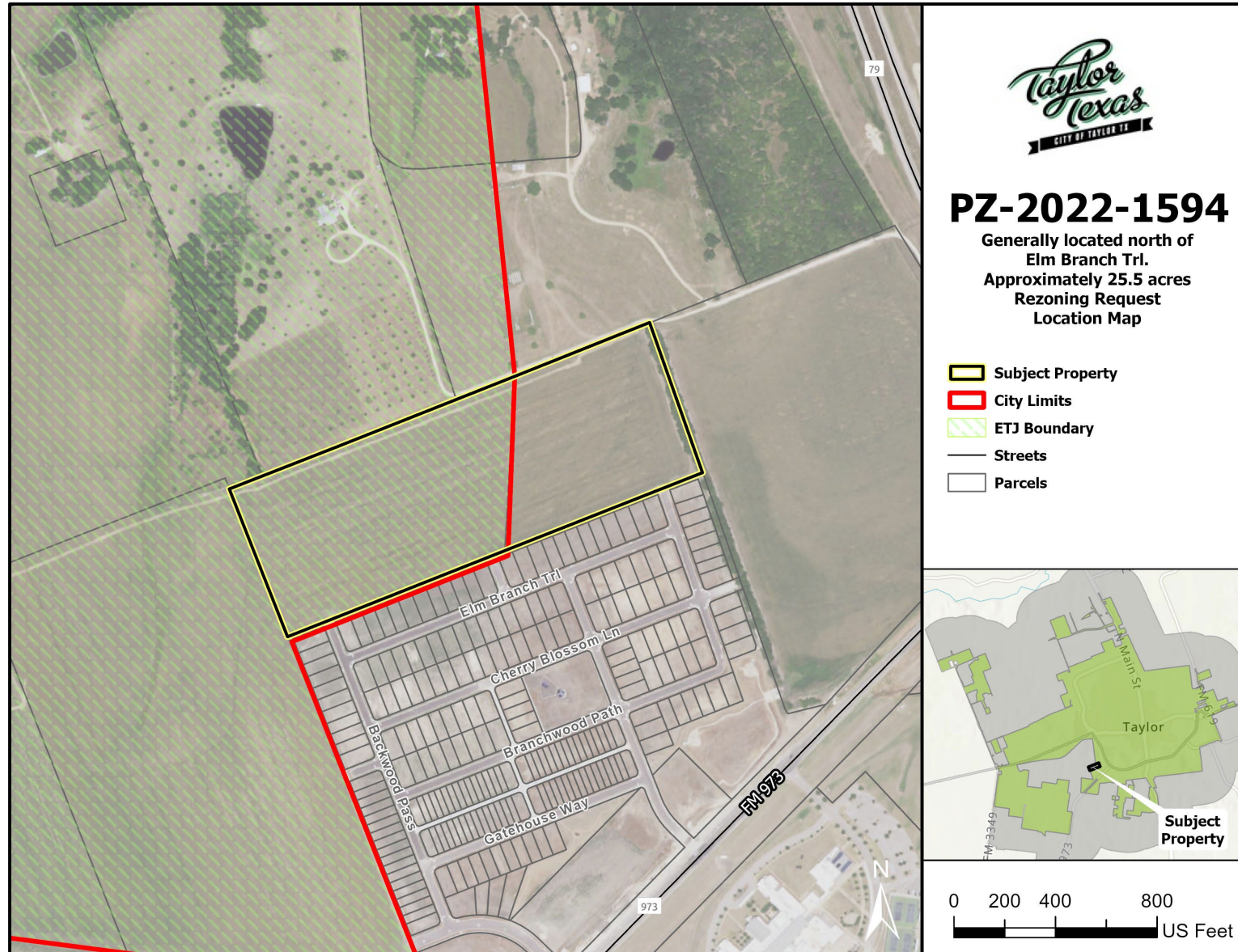
PZ-2022-1594

Zoning Amendment: Davis Tract Planned Development Phase I
25.5 acres North of Elm Branch Rd.

Development Process

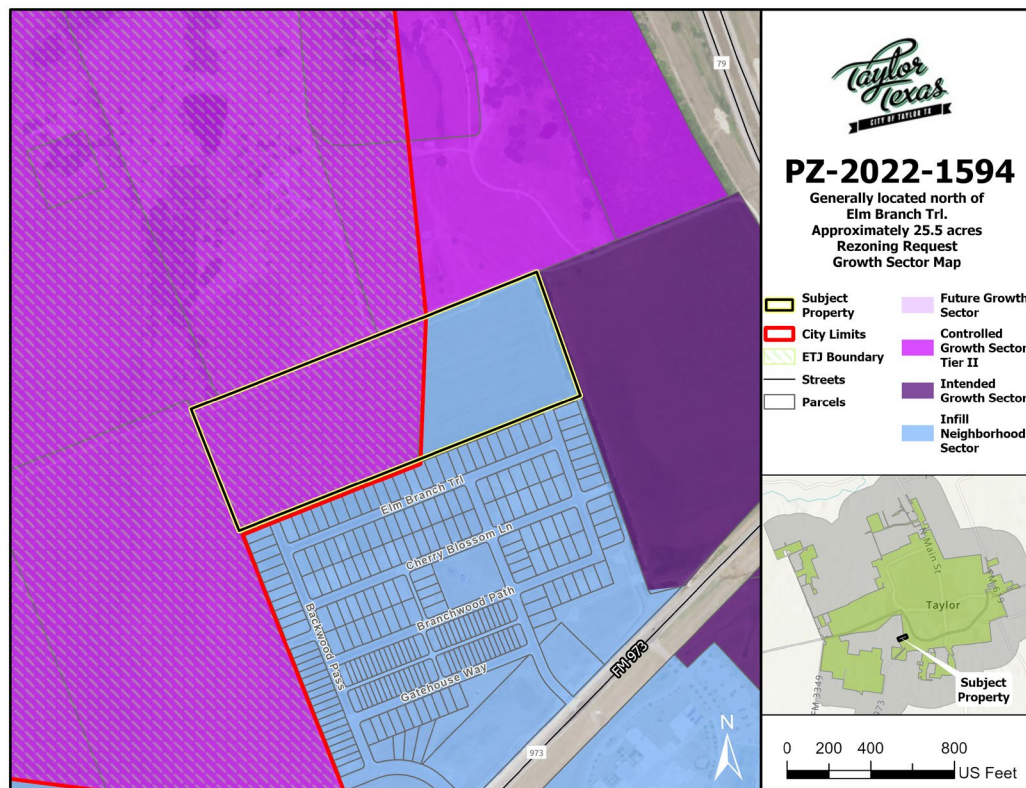
1. **Comprehensive Plan Amendment**
2. **Rezoning** - Proposed land use(s) and compliance with the Comprehensive Plan.
3. **Preliminary Plat** - Division of land into lots (identifying lot boundaries, streets, easements, etc.).
4. **Subdivision Improvement Plans** - Detailed water, sewer, traffic impact & drainage studies and design.
5. **Final Plat** (After approved and accepted infrastructure improvements.)
6. **Building Permit** - Layout of building(s) on lot(s) and detailed construction drawings.

Location Map



- 11 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff did not receive any responses to notices.

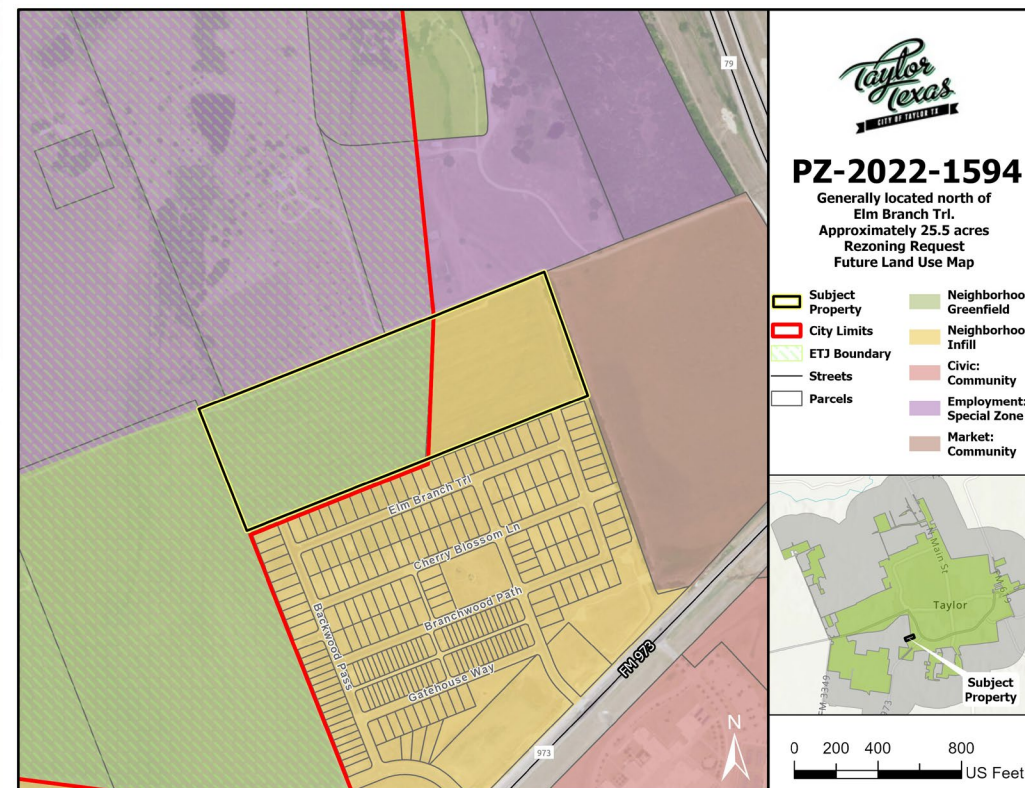
Growth Sector & Future Land Use



Infill Neighborhood/Controlled Growth:

The Infill areas within the city that are already developed and served by infrastructure. Controlled Growth Sector Tier II consists of areas where infrastructure is planned but not yet installed or areas where existing infrastructure lacks capacity and needs to be upgraded prior to expansion.

(Page 50)

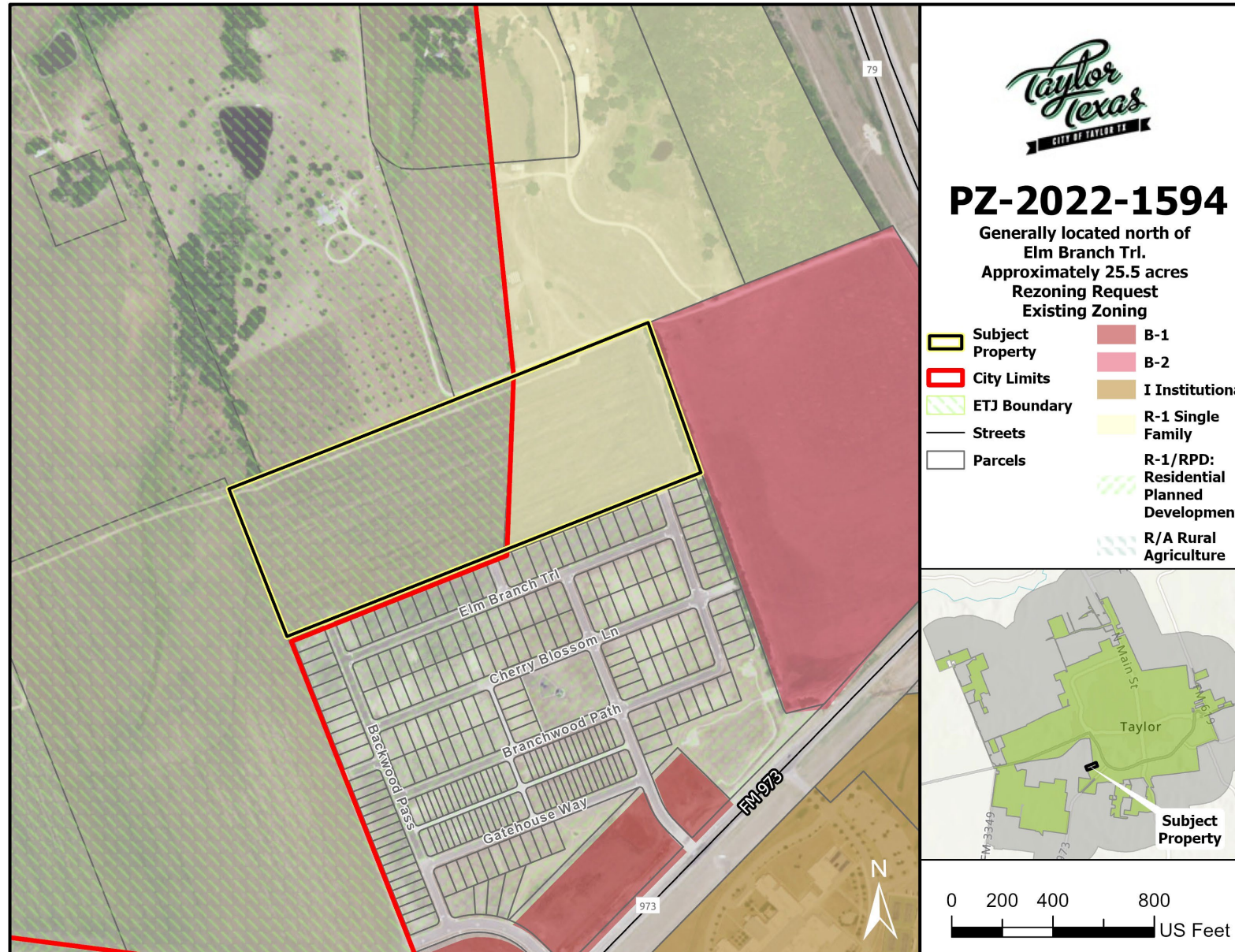


Neighborhood Infill/Greenfield:

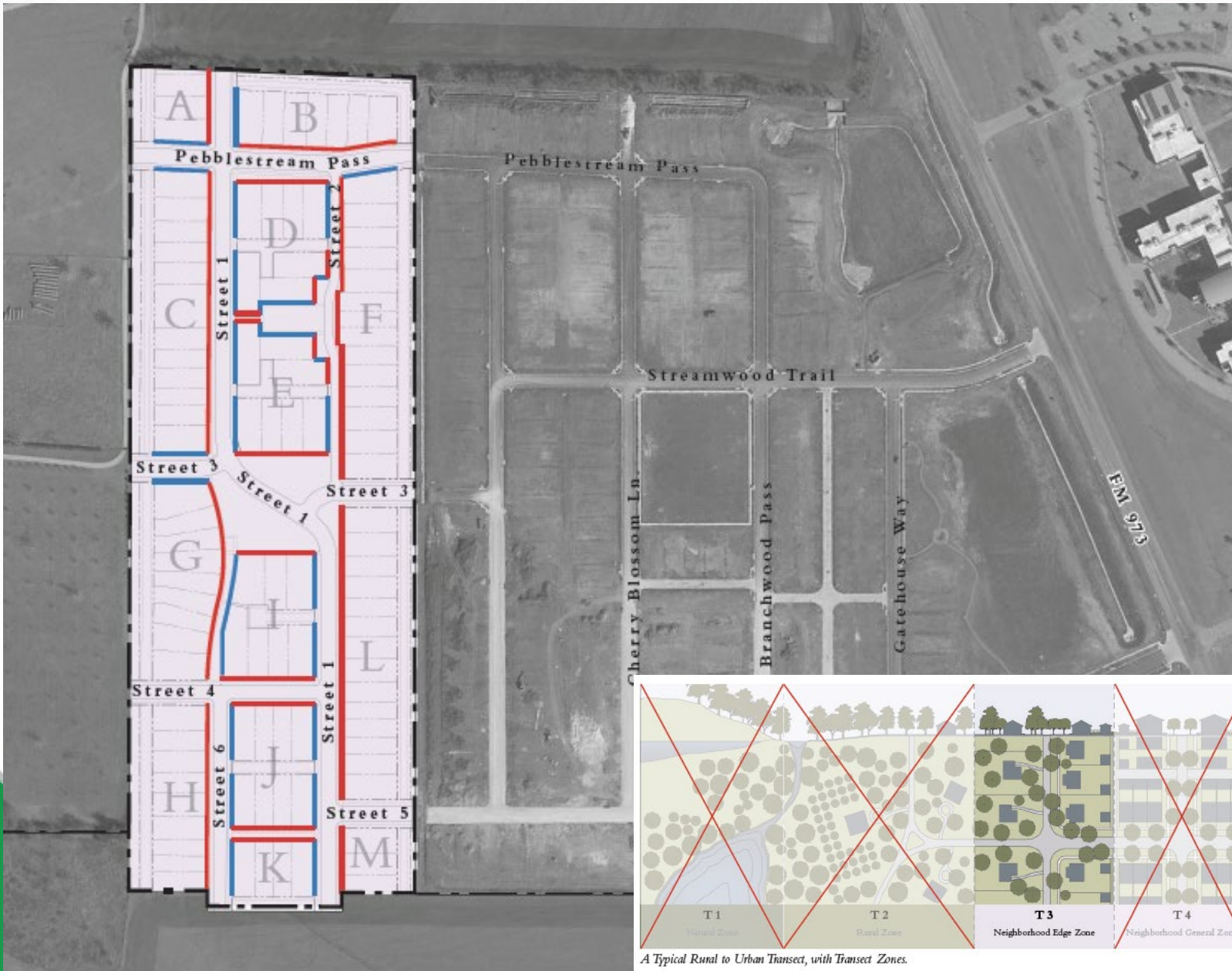
The Infill represent existing developed areas that have access to existing streets and utility infrastructure. Greenfields are new communities that contain a wide mix of residential uses and neighborhood services. Greenfield development should be developed as an extension of the existing urban fabric in Taylor.

(Page 79)

Current Zoning Map



Regulating Plan: Transects



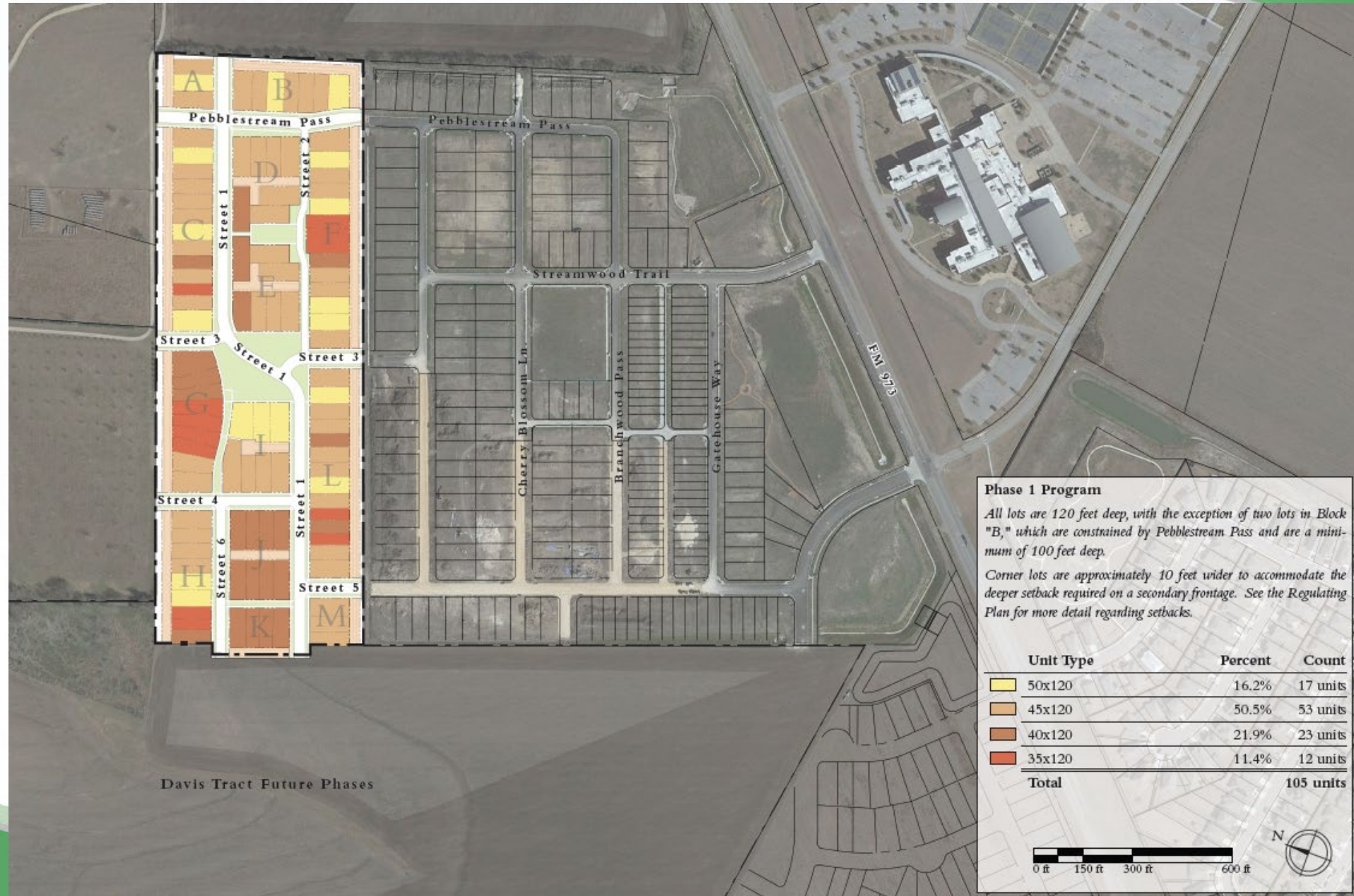
T3 Neighborhood Edge Zone

R-1 (Single-Family) with RPD
(Residential Planned Development)

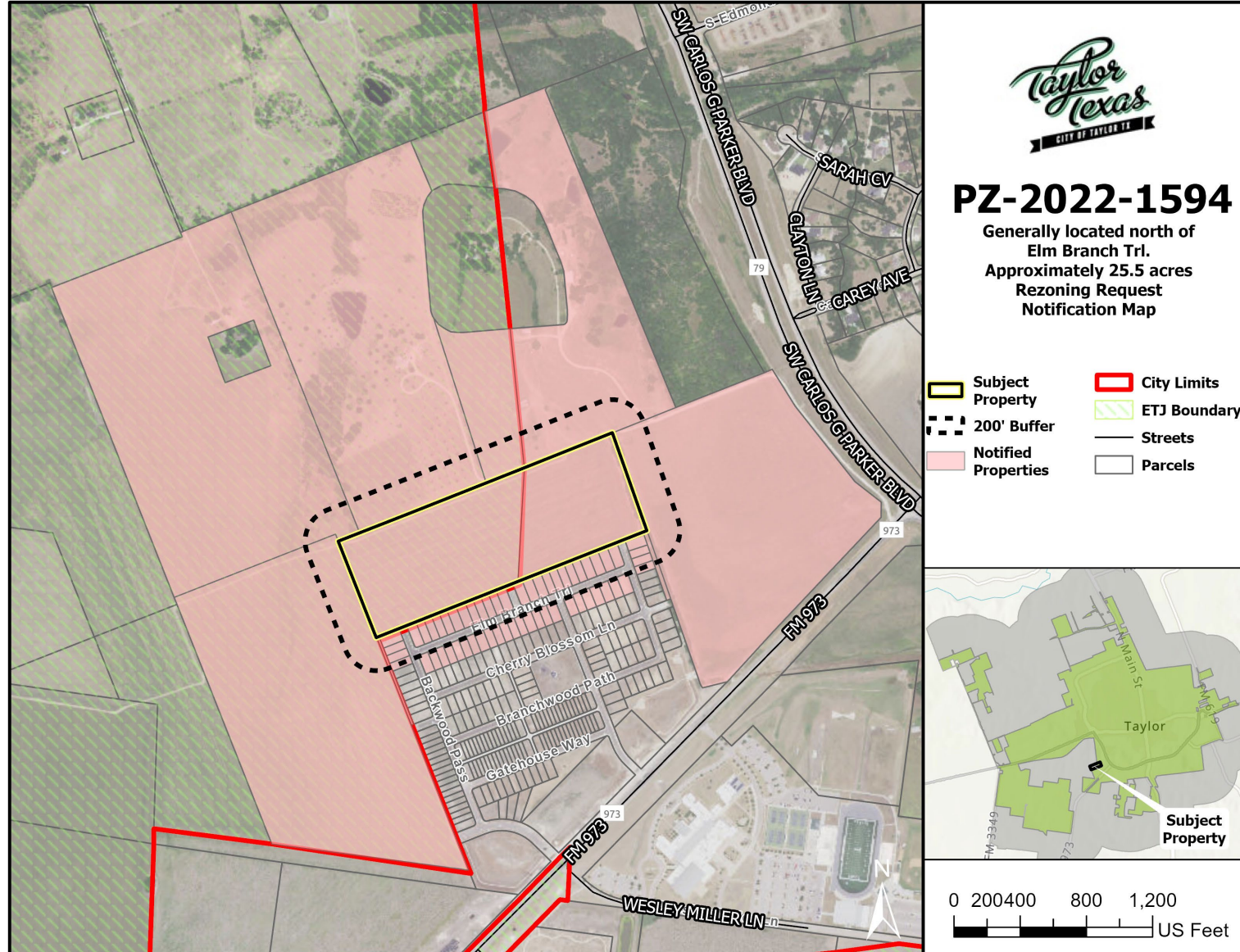


A Typical Rural to Urban Transect, with Transect Zones.

Proposed Master Plan & Program



Notice Area Map



- 10 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

Staff Analysis

Policies and Big Ideas in the Envision Taylor Comprehensive Plan:

- **LU1 – New Development should resemble the form and scale of traditional development patterns.**
 - The development provides internal street connectivity and follows the traditional small block pattern of Taylor.
- **LU11 – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.**
 - Developing in an area with existing infrastructure and taking advantage of a Planned Development allows the subject property to easily connect to utilities and provide a denser development while keeping with the desires of the Comprehensive Plan.
- **H4 – Infill missing middle housing and accessory dwelling units should be prioritized over new, large lot single family development.**
 - The applicant has proposed single family housing with varying lot sizes to increase the density within phase one of the development.

P&Z Recommendation

On September 12, 2023, the Planning and Zoning Commission voted to recommend **Approval** of the proposed Zoning Map Amendment from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One as is consistent with the Comprehensive Plan.



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 12

Agenda Title: **Hold a public hearing and introduce Ordinance 2023-46, PZ-2023-1756, regarding a request to amend the North BB Creek Planned Development (Ordinance 2022-20) consisting of Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) of approximately 7.60-acre tract of land out of the William J. Baker Survey, Abstract No. 65, located in Williamson County, Taylor, Texas.**

Council Action to be taken: Hold Public Hearing and Introduce Ordinance

Department Submitted: Development Services

Staff Contact: Colin Harrison, Director of Development Services

1. PURPOSE/DESCRIPTION

The applicant has requested to amend the North BB Creek Planned Development (Ordinance 2022-20) consisting of Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) to a Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD).

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The request to amend the North BB Creek Planned Development (Ordinance 2022-20) from Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) is consistent with the Ordinance 2022-20 with minor changes in street alignment and access to property. Changes to the ordinance is due to changes in the egress/regress off of Carlos G. Parker Blvd. and increasing density.

The request to change the zoning for the subject property continues to be in line with the goals of the Comprehensive Plan.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides Infill • Increases Density • Increases Tax Base • Increases Housing • Increases Housing Types	• N/A

4. RECOMMENDATION

At their September 12, 2023, meeting the Planning and Zoning Commission recommended approval to the City Council for the proposed zoning amendment.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – September 12, 2023

City Council public hearing and ordinance introduction – September 28, 2023

City Council consideration of ordinance approval – October 12, 2023

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

12a. [Staff Report](#)

12b. [Letter of Intent from the Applicant](#)

12c. [Location Map](#)

12d. [Zoning Map, Growth Sectors Map, Future Land Use Map](#)

12e. [Notification Map](#)

12f. [Ordinance 2023-46](#)

12f.1 [Exhibit A](#) – Survey

12f.2 [Exhibit B](#) – Planned Development Master Plan & Standards

12f.3 [Exhibit C](#) – Proposed Zoning Map

12g. [PZ-2023-1756 – Staff PowerPoint Presentation](#)

City of Taylor
PZ-2023-1756
Zoning Map Amendment
Staff Report

Item Details

Subject Property:	Generally located along the South right-of-way of N.W. Carlos G. Parker Boulevard and North Drive, more particularly described as Parcel No. R018638
Total Acreage:	Approximately 7.60 acres
Legal Description:	A 7.60-acre tract of land out of the William J. Baker Survey, Abstract No. 65, located in Williamson County, Taylor, Texas.
Applicant:	Diane Bernal, DB Land Consulting
Property Owner(s):	Hari Kuppuraj, Carlos Parker Partners, LLC
Request:	A request to amend the North BB Creek Planned Development (Ordinance 2022-20) consisting of Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD)
Case History:	This is the first hearing of this request.

Overview of Applicant's Request & Background

The applicant has requested to amend the North BB Creek Planned Development (Ordinance 2022-20) to comply with TXDoT regarding access into the proposed subdivision off of Carlos G. Parker Boulevard. The previously approved master plan with access off of Carlos G. Parker Blvd. was ultimately denied by TXDoT and therefore required a redesign by the City's urban design consultant to relocate the access point of the subdivision to comply with TXDoT.

Location

The subject property is generally located along the south right-of-way of N.W. Carlos G. Parker Blvd., directly across from the existing Crossroads Assembly of God church. The subject property abuts The Grove at Bull Creek which is a residential subdivision to the south and west, and an approved rezoning and Future Land Use map amendment has been granted for the Trenton Village mixed-use subdivision to the east.

Physical and Natural Features:

The subject property is vacant of preexisting structures and encompasses a section of Bull Branch creek along the western boundary. Commonly areas inundated by the floodplain should not encourage development. An initial review has organized the layout of the proposed development and open space has been identified to contain the designated floodplain by FEMA. Preliminary design review has identified approximately 3.35 acres to dedicate as open space/green space

Growth Sector Designations:

The current Growth Sector is Infill Neighborhood Sector, which 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. Growth policies should encourage the development or redevelopment of these areas as compact residential and mixed-use development. Additionally, there is a part of the subject property that is designated as Reserved Open Sector which is land that may not yet be protected but is valuable as open space. These areas would include land within floodplain and/or floodway.

Future Land Use and Zoning Designations:

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

The surrounding properties are:

Direction	Zoning District	Growth Sector	Future Land Use	Existing Land Use
North	B-1 (Local Business)	Infill Neighborhood Sector G-4	Neighborhood Infill	Church and Vacant Agricultural Land
South	R-1 (Single Family)/RPD (Residential Planned Development)	Infill Neighborhood Sector G-4	Neighborhood Infill	Single-Family Homes
East	MF-1 (Multi-Family)/RPD	Infill Neighborhood Sector G-4	Neighborhood Infill	Vacant Agricultural Land
West	B-1 (Local Business) & RPD	Infill Neighborhood Sector G-4	Neighborhood Infill	Single-Family Homes

Transportation

The subject property gains access off Carlos G. Parker Boulevard with a revised subdivision access approved by TXDoT.

The subject property is located along Carlos G. Parker Blvd., which is classified as an Enhanced Community Boulevard with Priority Multimodal facilities. Community Boulevards are the primary routes connecting major areas of the city and are commonly moderate to high-speed streets that may be constructed in two, four, or six lane sections. Preliminary designs have articulated internal roadways to create a clear circulation route and proposed connectivity via pavement and trail to the neighboring subdivision to the east are proposed.

Utilities

The subject property is located within the City's service area for water and wastewater. An active 24-inch waterline exists on the north side of Carlos G. Parker Blvd and a 15-inch wastewater main exists along the western boundary of the subject property. It is anticipated that there is adequate capacity to serve the subject property currently.

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. Twelve (13) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, August 27, 2023.

Staff Analysis

The request to amend the North BB Creek Planned Development (Ordinance 2022-20) from Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) is consistent with the Ordinance 2022-20 with minor changes in street alignment and access to property.

The request to change the zoning for the subject property continues to be in line with the goals of the Comprehensive Plan.

Staff Recommendation

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

Planning and Zoning Commission Recommendation

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

Is the rezoning consistent with the Comprehensive Plan?

- The rezoning request is consistent with the Comprehensive Plan. As mentioned previously in the report, the proposed rezoning is appropriate for the Neighborhood Infill Land Use designation.

Is the rezoning compatible with the surrounding area?

- The rezoning is compatible with the surrounding area as most of the area is vacant land, single family resident (The Grove), or early phases of various multi-family and commercial developments (Trenton Village).

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

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

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

- Adequate public facilities are directly available, and no utility extensions will be required for any future development.

Do current conditions indicate that a rezoning is necessary?

- Conditions do indicate that a rezoning is necessary to address new subdivision access, and street alignments. The Residential Planned Development would permit the applicants to vary the lot sizes, widths and incorporate other types of residential development to capitalize on the location and size of the property.

Attachments:

1. Letter of Intent from Applicant
2. Location Map
3. Zoning Map
4. Growth Sectors Map
5. Future Land Use Map
6. Notification Map
7. Ordinance 2023-46
 - a. Exhibit "A" Survey
 - b. Exhibit "B" Proposed Master Plan & PD Standards
 - c. Exhibit "C" Proposed Zoning Map
8. PZ-2023-1756 PowerPoint Presentation

Carlos Parker PD Amendment Request Intent and Statement

Existing Site Conditions and Surrounding area uses:

The site consists of a 7.604-acre lot that is currently undeveloped and located along FM 397 locally addressed as Carlos G. Parker Boulevard.

The site is bordered to the east by properties recently zoned Multifamily (MF) and General Business (B-1) under a planned development. To the immediate west and South is a floodplain area zoned "A" identified on the most recent FEMA firmettes 48491C0530F, 48491C0531F and 48491C0533F dated 12/20/2019.

Intent of Requested Amendment to the Zoning District R-1 /RPD:

It is the intent of the property owner that the project will remain of the same design, with the MF base zoning to provide medium density residential attached (townhome), duplex, and single family uses on individual lots in a compact neighborhood environment to create the opportunity to preserve as much natural elements and work in coordination with adjacent developments.

The purpose and intent of the amendment request is due to access into the property from FM 397 (Carlos G. Parker Blvd). Engineering consultants for this project have met with the Texas Department of Transportation (TxDOT) and it has been determined that the driveway must be relocated along FM 397 as seen in the attached plan. There will be a right turn lane required into the property for a distance of 505'-0" and a right in-right out for traffic leaving the planned development. The originally approved driveway is to remain for fire access only.

Changes to the access will additionally impact the right of way (ROW) planned and previously approved under Ordinance 2022-20 for the interior of this lot. It is with this submission and the request of the property owner that further revision be completed by Michael Watkins Architecture LLC to accommodate the shift of the driveway along Carlos Parker Parkway and the changes necessary to the interior of the planned development.

The contact for the proposed planned development is Diane Bernal. She can be reached at dianejbernal@gmail.com or by phone at 512-215-1433.



Diane Bernal <dianejbernal@gmail.com>

Fwd: Project PZ-2023-1664 - Revisions/Documents Required Notification

Shiva Shankar <sshankar@paradise-engineers.com>

Fri, May 5, 2023 at 2:30 PM

To: Hari Kuppuraj <hari@trivikbuilders.com>, Diane Bernal <dianejbernal@gmail.com>

Cc: Sam Dehaybi <sdehaybi@paradise-engineers.com>, Kumar Savitala <kumarsavitala@gmail.com>

Good afternoon Hari and Diane,

Please see attached for the draft location of the new driveway and the 505' right turn lane.

Here is a brief synopsis of our discussion with TXDOT:

- All commercial driveways will require a right turn lane
 - Due to the speed limit of this roadway, the required right turn lane is 505'. We are currently working on determining if the future speed would be reduced due to future roadway improvements and possibly reduce our right turn lane length.
 - Due to the location of the existing bridge crossing and associated guardrails (east of our property), the driveway will have to be relocated to the western side of the property, in order to accommodate the right turn lane.
- Additionally, due to the number of trips generated a left turn lane is also required for this development. However, Hari requested a Right- In & Out driveway to avoid the left turn lane requirements.
- Furthermore, Hari wanted to design the driveways as a shared access driveway with the adjacent property to the east. This has yet to be approved by the adjacent property owner or the City.
- Due to the change in driveway location, the entire site plan will now have to be updated and will have to go through a PPD zoning amendment.
- The original driveway will be used only for fire access (to be determined by the City).

These are the main points that were discussed in our meeting.

Please let us know what else you need to get the PDD revised and we can also jump on a quick zoom call to discuss further.

Thank you,

Shiva Shankar, P.E. | Founder

Cell: (919) 917-6675

Email: sshankar@paradise-engineers.comWebsite: www.Paradise-Engineers.com

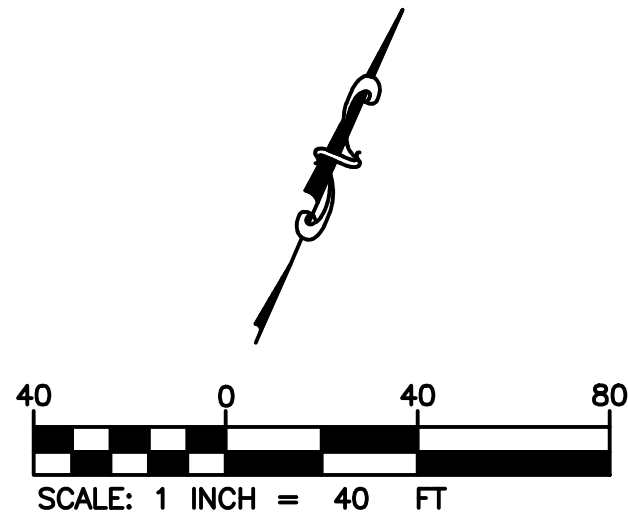
PARADISE ENGINEERS

[Quoted text hidden]

**2023.05.05 - Taylor North Townhomes - DRAFT Driveway.pdf**

1803K

Z:\Shared\Paradise\Paradise Engineers\Projects\20230303 - Taylor North BB Creek Townhouse\CAD\SITE PLAN.dwg, SITE: May 26, 2023, 4:07 PM, adina_c3d6d4



PARADISE ENGINEERS

WWW.PARADISE-ENGINEERS.COM
INFO@PARADISE-ENGINEERS.COM
TYPE: FINAL E-2017

REVISIONS		DATE
REVISION	DESCRIPTION	
0	DRAFT CONCEPT PLAN	MAY 5, 23

SITE PLAN

TAYLOR NORTH BB CREEK TOWNHOUSES
CARLOS G. PARKER BOULEVARD
CITY OF TAYLOR, WILLIAMSON COUNTY, TX

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725 ON MAY 26 2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.		
DESIGN	DRAWN	CHKD
SS	SS	MSD
JOB No.	20230303	
SHEET		
1	OF	1



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PRELIMINARY NOT FOR CONSTRUCTION



PZ-2023-1756

Generally located along NW Carlos G. Parker Blvd.

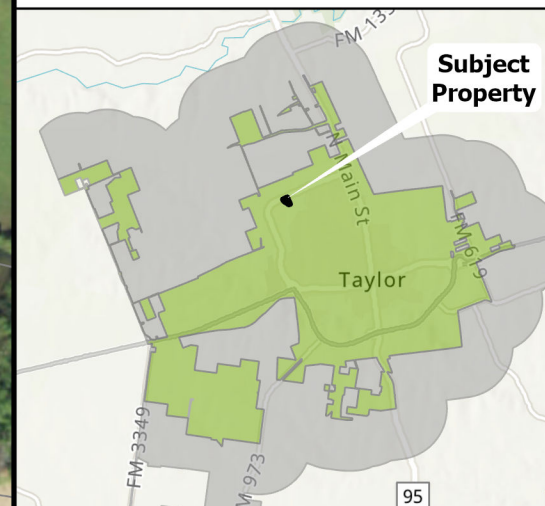
Approximately 7.60 acres
Planned Development (Rezone)
Amendment
Location Map

 Subject Property

 Parcels

 City Limits

 Streets



0 100 200 400



US Feet

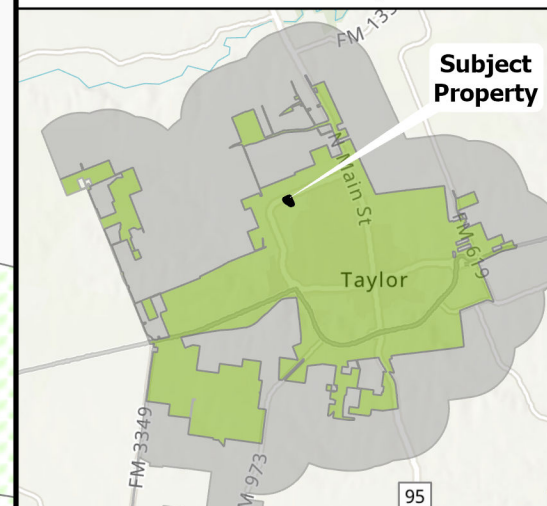


PZ-2023-1756

Generally located along NW Carlos G. Parker Blvd.

Approximately 7.60 acres
Planned Development (Rezone)
Amendment
Zoning Map

- | | | | |
|--|------------------|--|---|
| | Subject Property | | B-1 |
| | Parcels | | B-1/CPD |
| | City Limits | | MF-1/RPD |
| | Streets | | MF-2 Multi-Family |
| | | | R-1/RPD:
Residential
Planned
Development |
| | | | R/A Rural
Agriculture |



0 100 200 400
US Feet



PZ-2023-1756

Generally located along NW Carlos G. Parker Blvd.

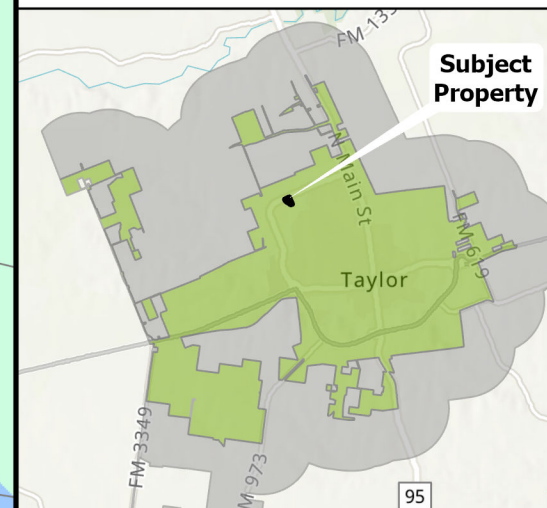
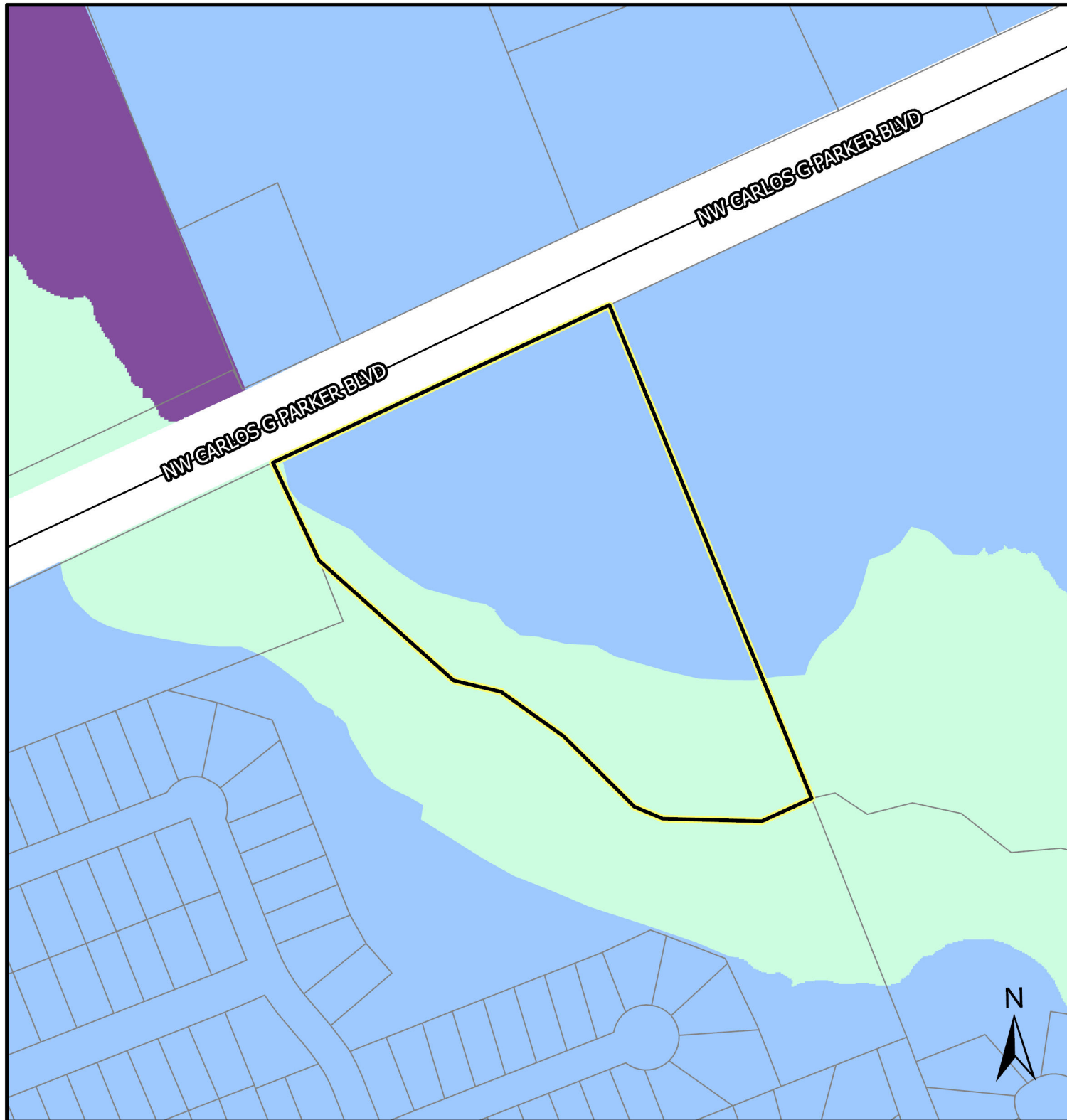
Approximately 7.60 acres

Planned Development (Rezone)

Amendment

Growth Sector Map

- | | |
|------------------|----------------------------------|
| Subject Property | Reserved Open Sector (O-2) |
| Parcels | Intended Growth Sector (G-3) |
| City Limits | Infill Neighborhood Sector (G-4) |
| Streets | |





PZ-2023-1756

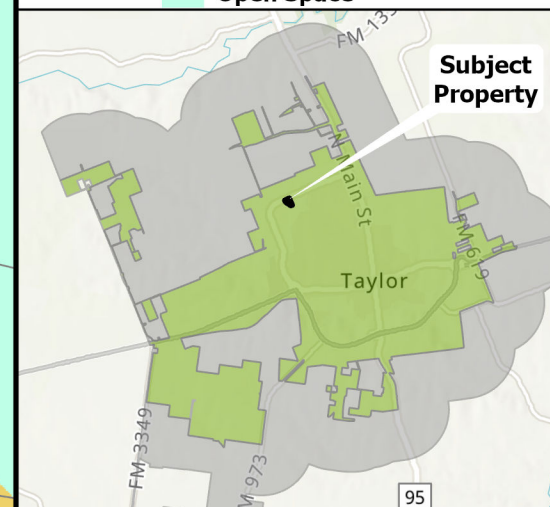
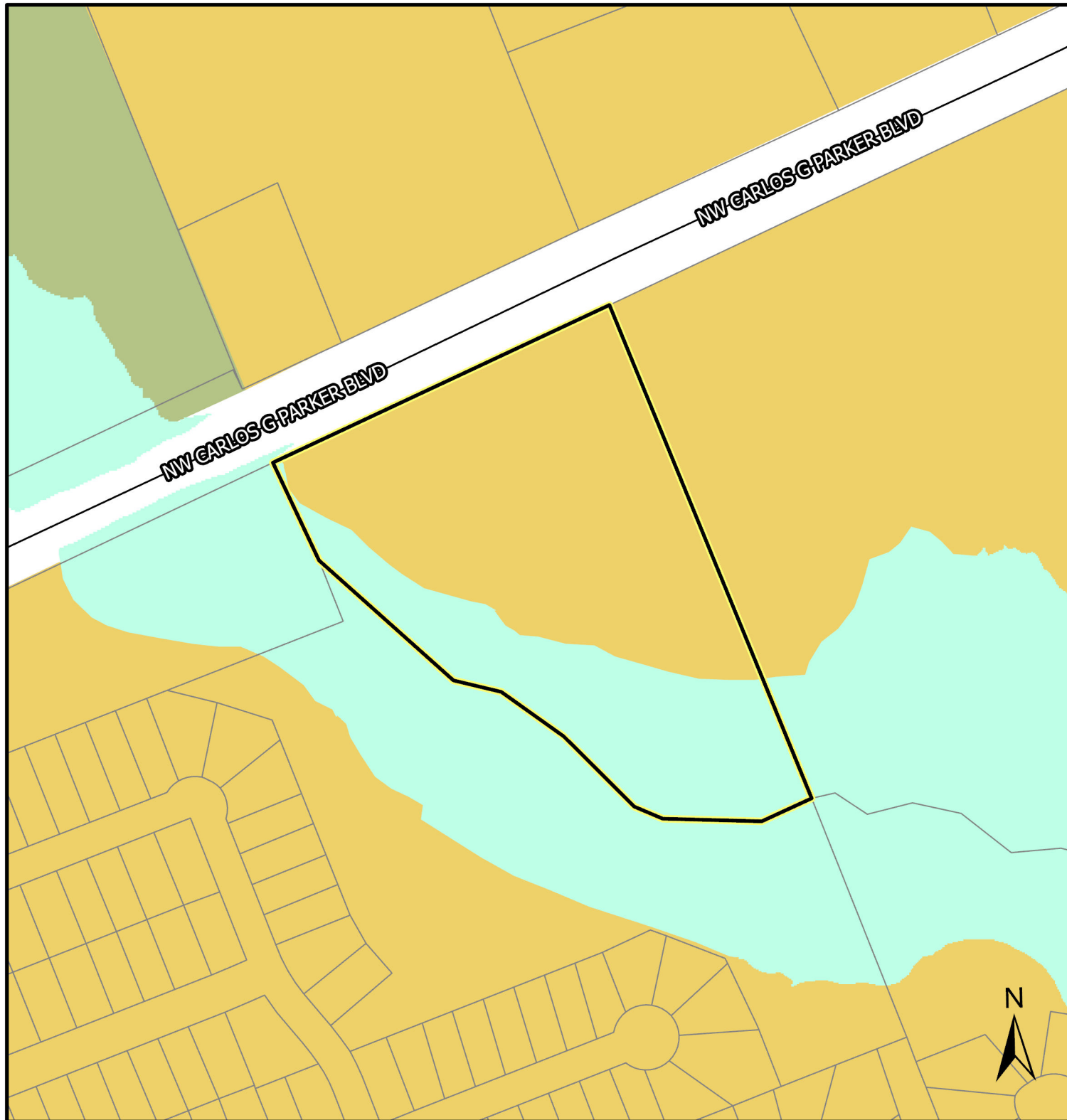
Generally located along NW Carlos G. Parker Blvd.

Approximately 7.60 acres

Planned Development (Rezone)
Amendment

Future Land Use Map

-  Subject Property
-  Parcels
-  City Limits
-  Streets
-  Neighborhood Greenfield
-  Neighborhood Infill
-  Open Space



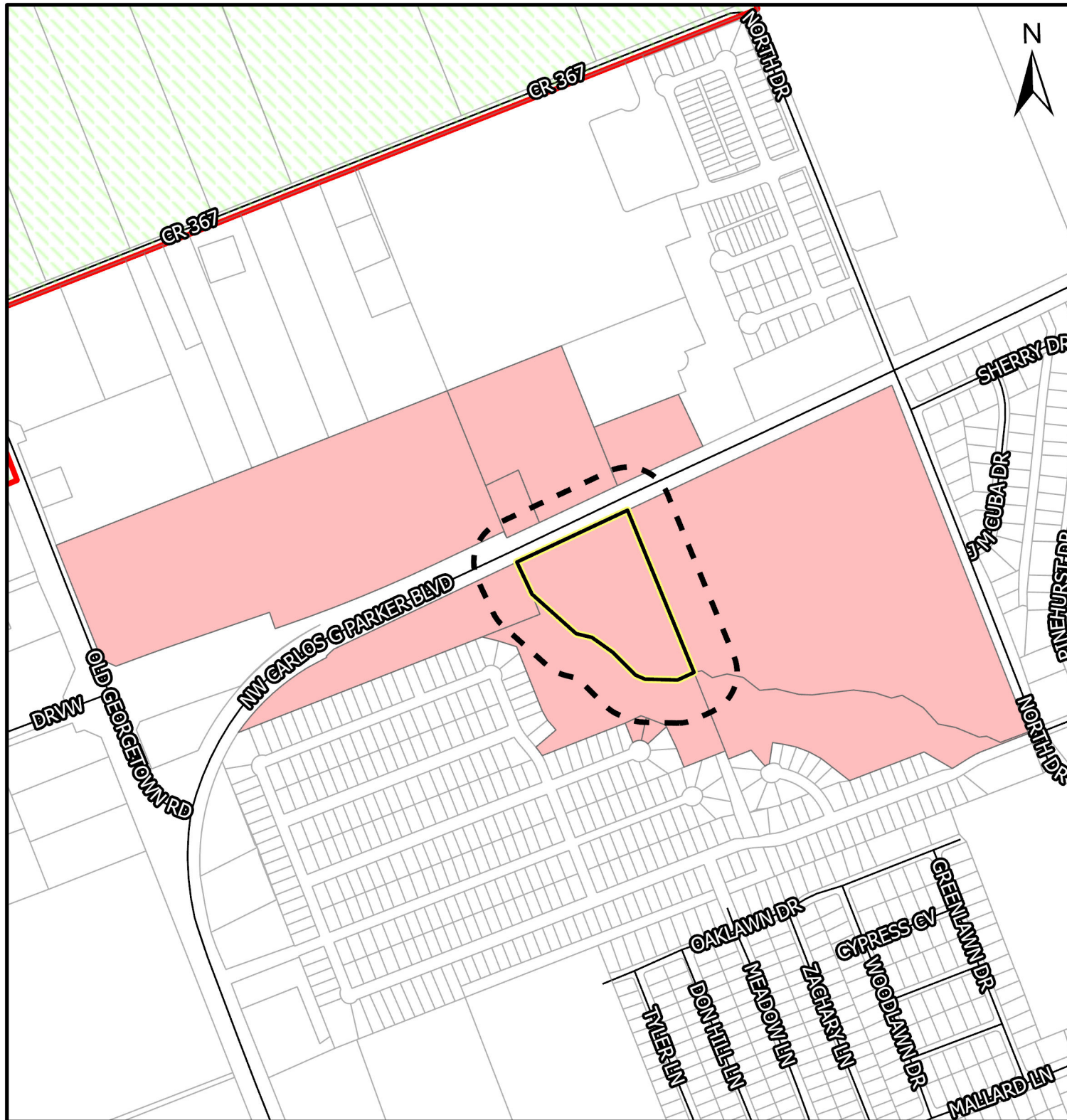
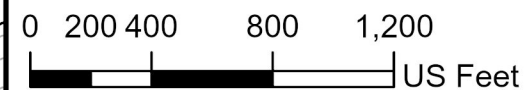
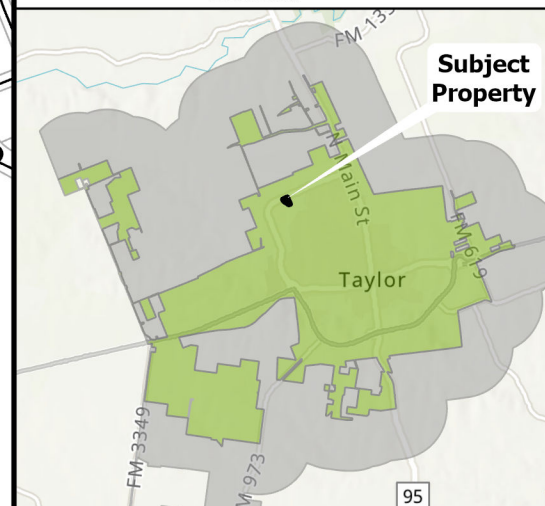


PZ-2023-1756

Generally located along NW Carlos G. Parker Blvd.

Approximately 7.60 acres
Planned Development (Rezone)
Amendment
Notification Map

- Subject Property
- 200' Buffer
- Notified Properties
- Parcels
- City Limits
- ETJ Boundary
- Streets



ORDINANCE NO. 2023-46

AN ORDINANCE REPEALING AND REPLACING NORTH BB CREEK PLANNED DEVELOPMENT, ORDINANCE 2022-20, CONSISTING OF APPROXIMATELY 7.60 ACRES OF LAND LOCATED ALONG THE SOUTH RIGHT-OF-WAY OF N.W. CARLOS G. PARKER BOULEVARD AND NORTH DRIVE, MORE PARTICULARLY DESCRIBED BY WILLIAMSON COUNTY APPRAISAL DISTRICT PARCEL R018638, PART OF AND OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65, TAYLOR, WILLIAMSON COUNTY, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on September 28, 2023, 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 repeal and replace the approve North BB Creek Planned Development for the Property consisting of approximately 7.60 acres from Single Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) to Single Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 12, 2023, to consider the zoning request, and recommended approval to the City Council; and

WHEREAS, the City Council, after the public hearing, approved the request to repeal and replace the approved North BB Creek Planned Development for the Property with the new North BB Creek Amendment Residential Planned Development.

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 North BB Creek Planned Development (Ordinance 2022-20) is repealed and replaced by North BB Creek Amended Planned Development on approximately 7.60 acres of Single Family Zoning District with a Residential Planned Development Overlay (R-1/RPD).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, will show the Property as approximately 7.60 acres of Single Family Zoning District with a Residential Planned Development Overlay (R-1/RPD) 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 2023-46 was introduced before the Taylor City Council on the 28th day of September 2023.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-46, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2023, 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 _____ 2023.

Dianna McLean
City Clerk

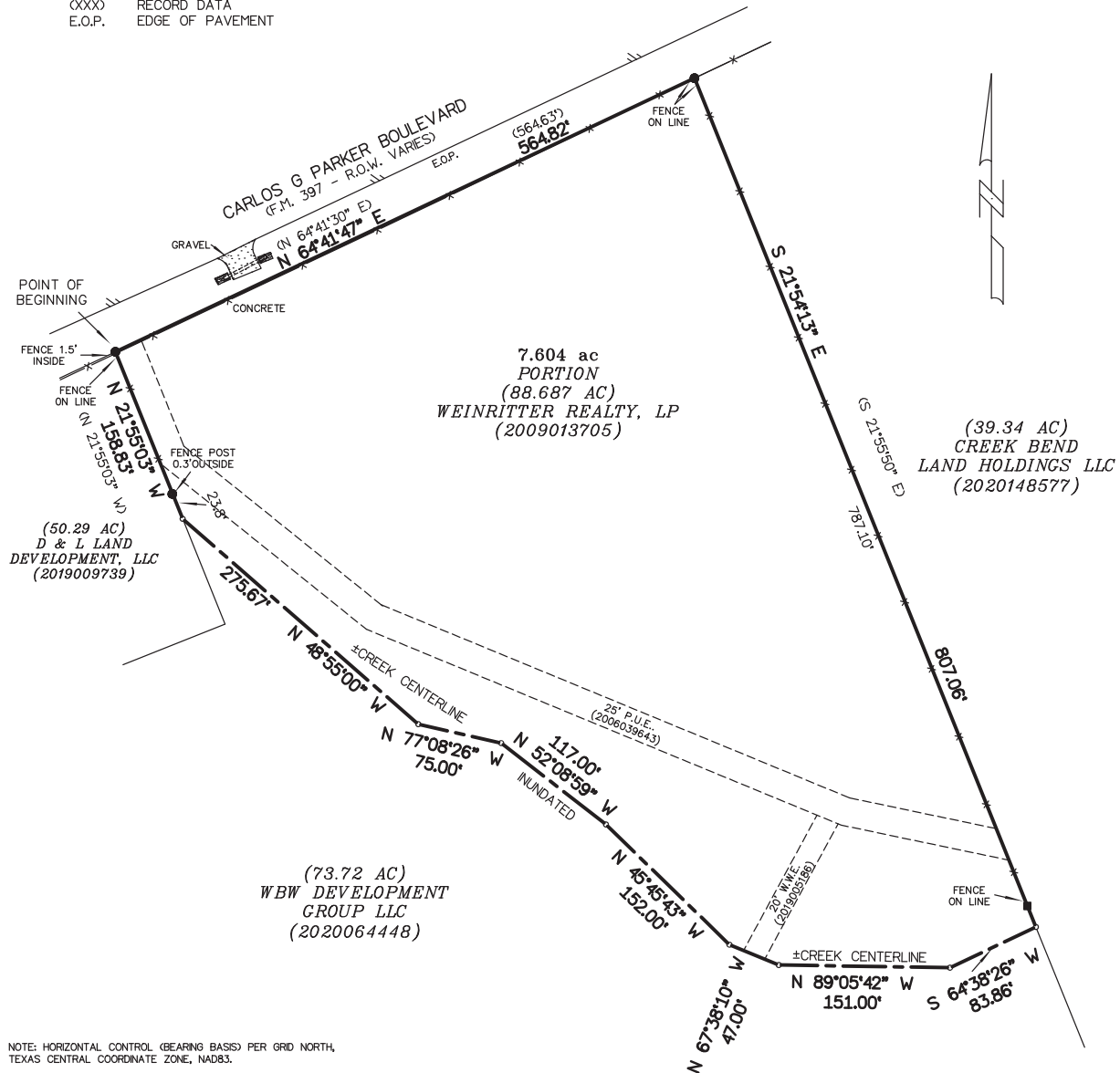
EXHIBIT A
(Legal Description/Survey)

DRAFT

LEGEND

- IRON ROD FOUND
- MONUMENT FOUND
- FENCE POST
- INUNDATED POINT
- POWER POLE
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE
- WIRE FENCE
- OVERHEAD ELECTRICAL LINE
- XXXX RECORD DATA
- E.O.P. EDGE OF PAVEMENT

100 0 100 200
ORIGINAL SCALE: 1" = 100'



NOTE: HORIZONTAL CONTROL (BEARING BASIS) PER GRID NORTH, TEXAS CENTRAL COORDINATE ZONE, NAD83.

NOTE: THIS PROPERTY IS SUBJECT TO:
-RESTRICTIVE COVENANTS AND ANY EASEMENTS, EASEMENT RIGHTS
EXCEPTIONS AND/OR RESERVATIONS (2009013705)
-15' PIPE LINE EASEMENT CENTERED ON THE WATER LINE AS
INSTALLED TO JONAH WATER SUPPLY CORP (564/61)

FLOOD NOTE:
THE SUBJECT PROPERTY IS LOCATED IN ZONE AE AND IS WITHIN
THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY
MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.)
PANEL NO. 48491C 0530 F DATED DEC 20, 2019.
WARNING: THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY; DOES NOT INDICATE
WHETHER OR NOT THE SUBJECT PROPERTY DOES OR DOES NOT FLOOD AND IS
NOT TO BE CONSIDERED AS ANY TYPE OF DEVELOPMENT AUTHORIZATION
OR FLOOD TYPE STUDY.

TO THE OWNERS AND LIENHOLDERS:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT AN ON THE GROUND SURVEY
WAS THIS DAY MADE OF THE PROPERTY AS DESCRIBED HEREON AND IS
CORRECT, WITH DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE
CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY
LINES OR ROADS IN PLACE, AS SHOWN HEREON. THIS SURVEY WAS PERFORMED
WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND IS SUBJECT TO
ANY EASEMENTS HERETOFORE GRANTED, NOT RELEASED AND NOT SHOWN HEREON.

Richard Ralph

REGISTERED PROFESSIONAL LAND SURVEYOR

RICHARD RALPH

PROFESSIONAL LAND SURVEYOR

REG. PROFESSIONAL LAND SURVEYOR 4758
Ph: (512) 303-0952 116 TAHITIAN DRIVE
PROFLNDLR@aol.com BASTROP, TEXAS 78602

06/25/2021
DATE

REFERENCE:

WEINRITTER REALTY, LP

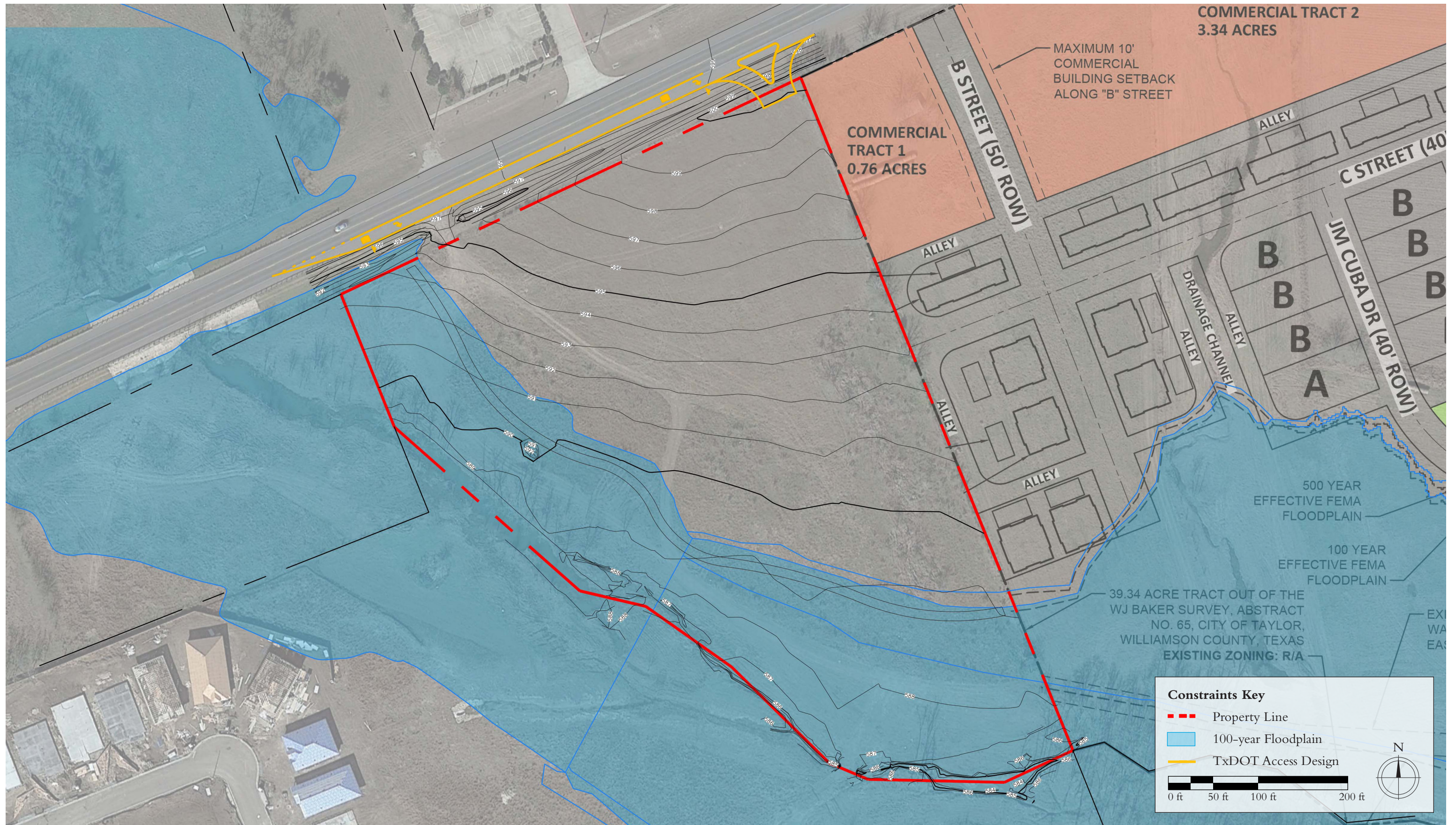
PROJECT: 7.604 ACRES OF LAND OUT OF THE WILLIAM J. BAKER
SURVEY, ABSTRACT 65 IN WILLIAMSON COUNTY, TEXAS
-METES AND BOUNDS DESCRIPTION PREPARED HEREWITH-

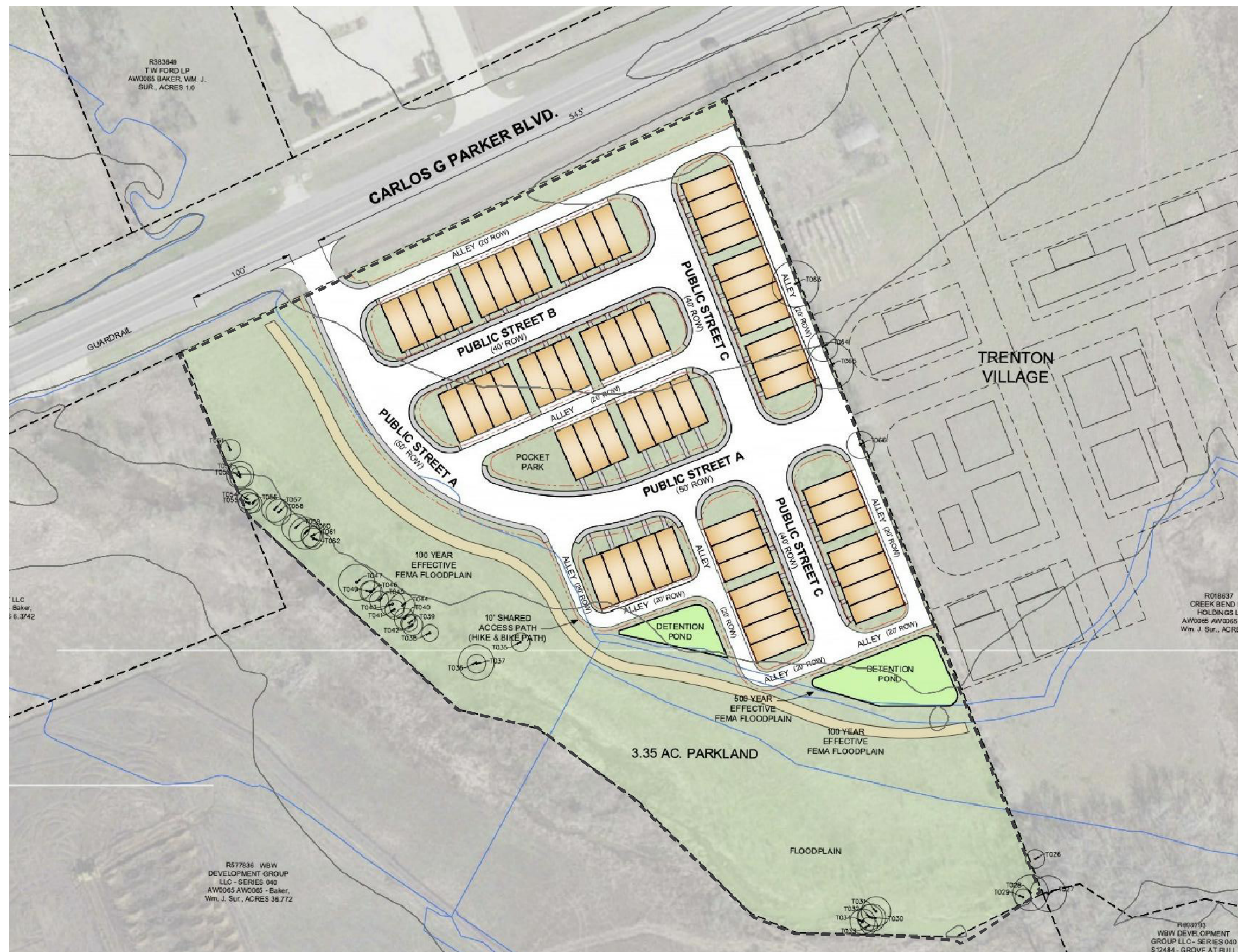
DRAWN: ORR DATE: 06/25/2021 PROJECT NO: 21028
CHECKED: ORR REVISED: FIELD BOOK: 177/54
© 2021, RICHARD RALPH, PROFESSIONAL LAND SURVEYOR











Applicant's Proposal	
20' Townhouses	60 Units
Total	60 Units

Observations

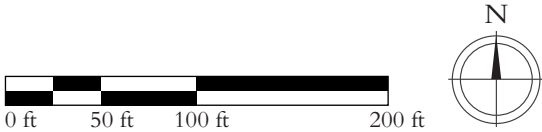
1. As shown, lots are too narrow to accommodate two-car garages of 20'.
2. As shown, lots are too shallow to accommodate the proposed architecture.
3. As shown, streets and alleys exist within the 500-year effective FEMA floodplain.
4. Garage door placement does not allow sufficient turning radius.
5. Units are all the same type. A mix is preferred.





MASTER PLAN KEY	
	Property Line
	R.O.W. Line
	Property Lines
	Paved Multi-use Trails
	100-year Floodplain
	Proposed Stormwater Pond
	Green Space
	Private Lot
	16' Townhouse
	22' Townhouse or Detached House
	Civic Structure

PROGRAM	
Applicant's Proposal	
20' Townhouses	60 Units
Total	60 Units
Assumptions	
Townhouse Lot Size (2-Car Garage)	22' x 60'
Townhouse Lot Size (1-Car Garage)	16' x 60'
Detached House Lot Size	27' x 60'
Parking	2 Spaces / Unit
Alternate Proposal	
22' Detached Houses	2 Units
22' Townhouses	20 Units
16' Townhouses	39 Units
Total	61 Units
Difference	+1 Unit
Parking	
Parking in Garages (on Private Lots)	78 Spaces
Parking on Pads (on Private Lots)	6 Spaces
Parking on Street	45 Spaces
Total Provided	123 Spaces
Total Required (2/Unit)	122 Spaces
Difference	+1 Space

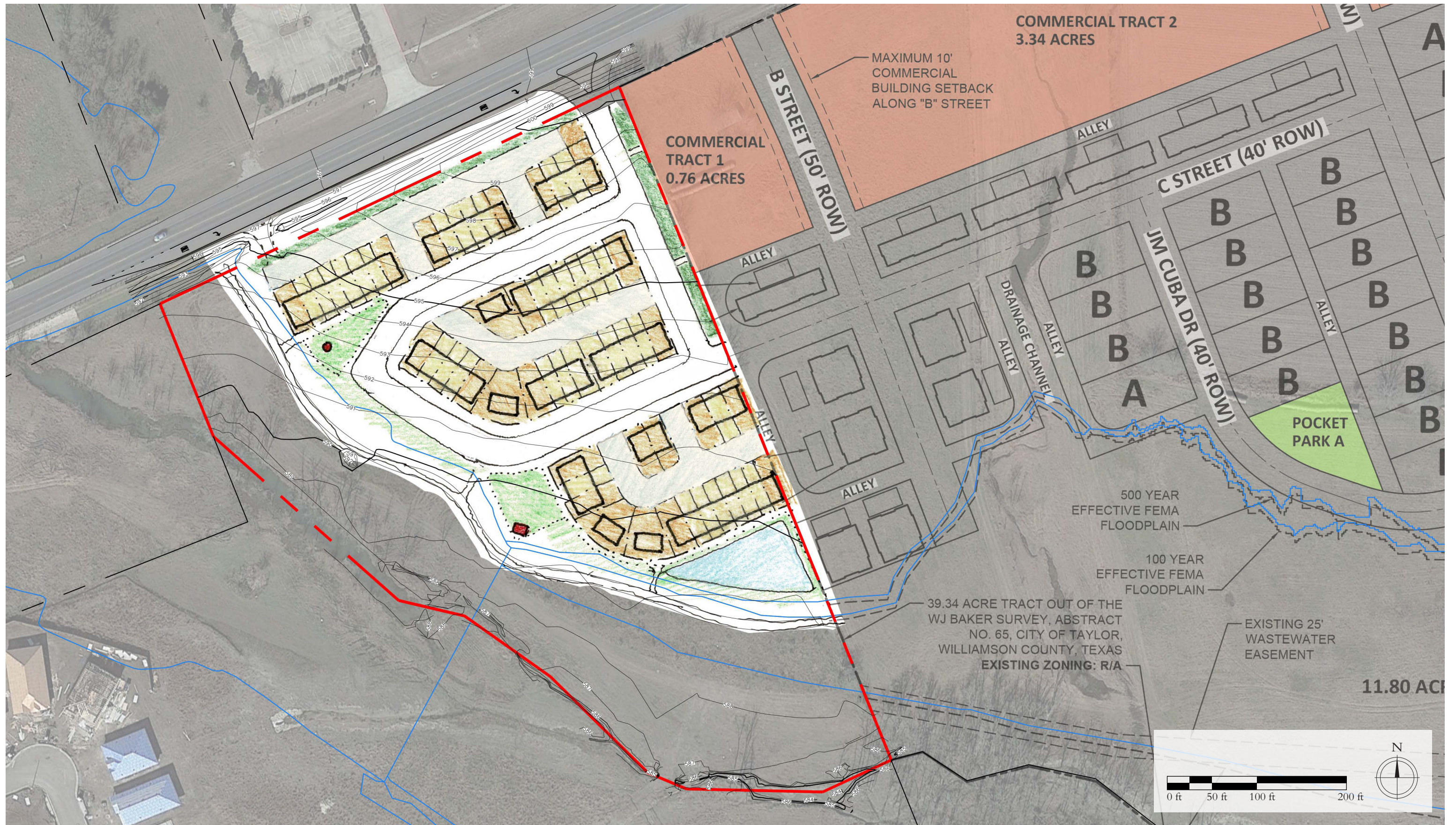


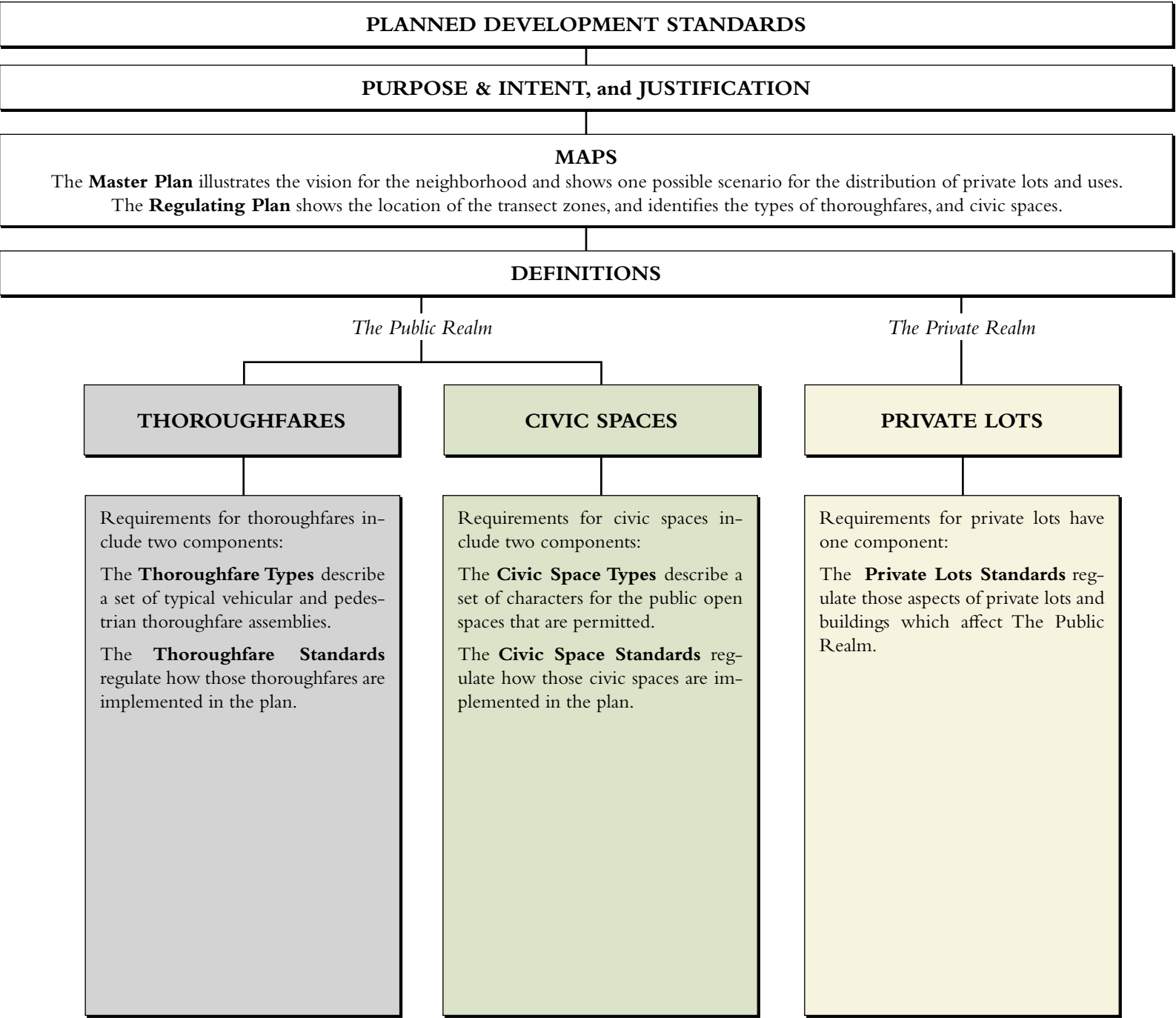


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A MASTER PLAN FOR

N O R T H B B C R E E K

T O W N H O U S E S

TAYLOR, TEXAS

PLANNED DEVELOPMENT STANDARDS

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PURPOSE & INTENT

The intent of these Planned Development (PD) Standards is to enable a pedestrian-friendly design, with a fine-grained mix of civic spaces, thoroughfares, and residential unit sizes arranged to respect the adjacent floodway and seamlessly connect with the adjacent neighborhood. Good urban design takes pressure off of the architecture, allowing building designs to be simple and appropriate to the local context, in service of shaping a beautiful and pedestrian-friendly public realm.

The proposed community includes approximately 7 acres designed as a walkable community. The Regulating Plan allows flexibility within the parameters of the PD Standards.

At the Scale of the Neighborhood:

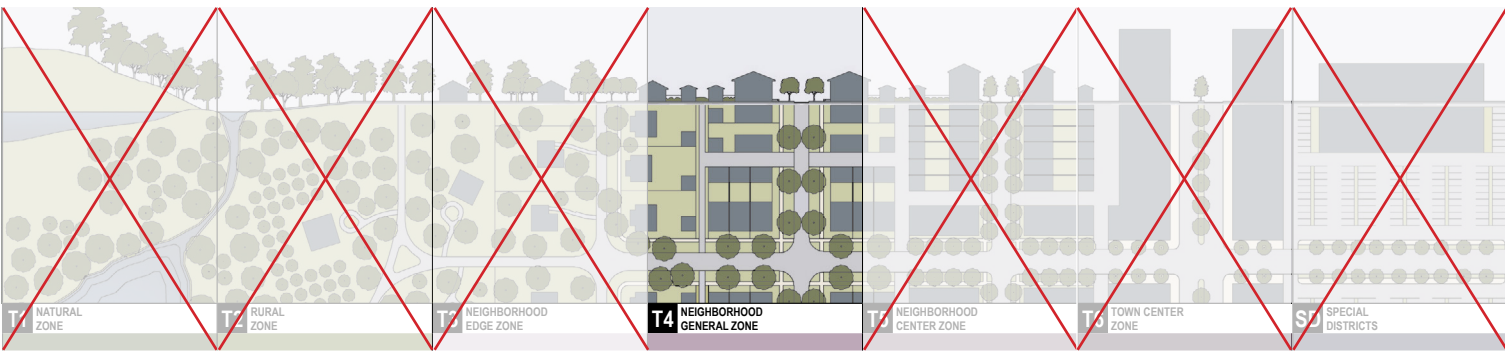
- The possibility of some commercial use is integrated into the design.
- The thoroughfare network connects with the adjacent community to disperse traffic.
- A variety of civic spaces (parks, greens, and plazas) is distributed throughout the neighborhood.
- A range of housing sizes are provided to accommodate a diversity of household types.

At the Scale of the Block and the Building:

- Buildings and landscaping contribute to the physical definition of thoroughfares and civic spaces.
- Architecture and landscape design should grow from climate, topography, history, and regional building practices.

JUSTIFICATION

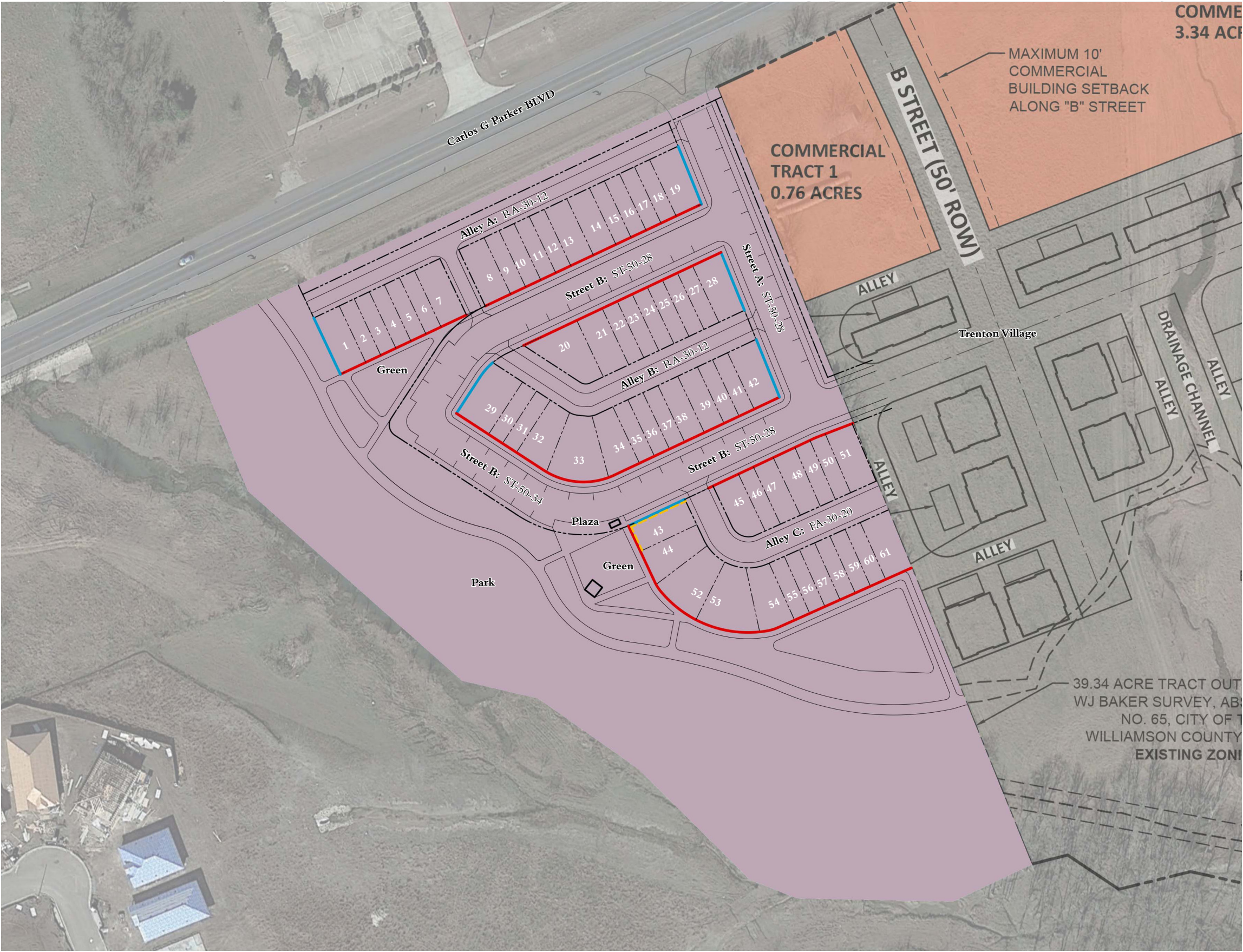
The primary reason for requesting the zoning change is to propose zoning and technical design standards to make the community as pedestrian- and bike-friendly as reasonably possible, while accommodating the necessary requirements of emergency access, trash collection, stormwater management and the like. This new community closely aligns with the City’s long-term vision/goals and will help the City meet the ever growing demand for walkable communities.



A Typical Rural to Urban Transect, with Transect Zones

Additional Notes

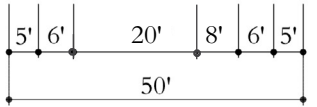
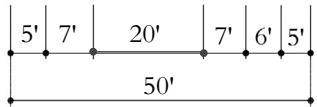
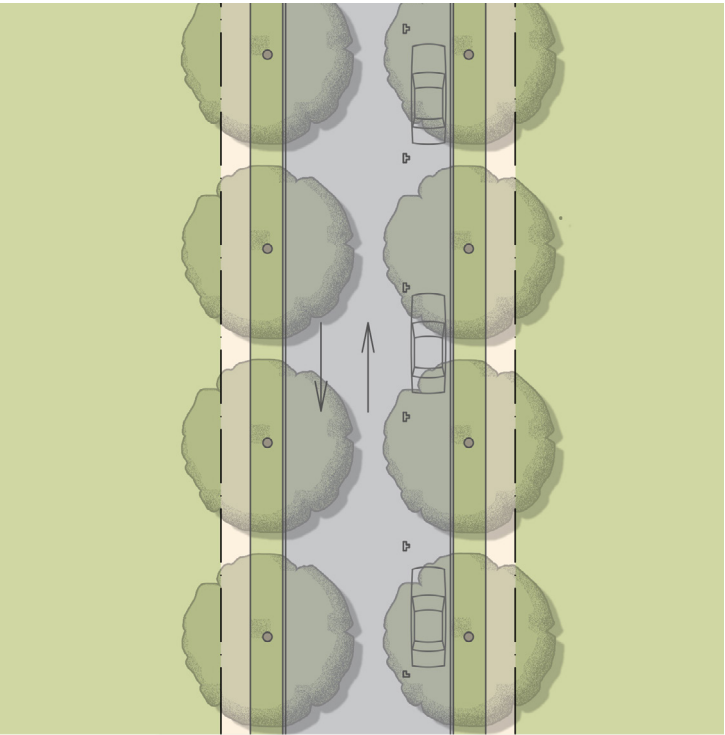
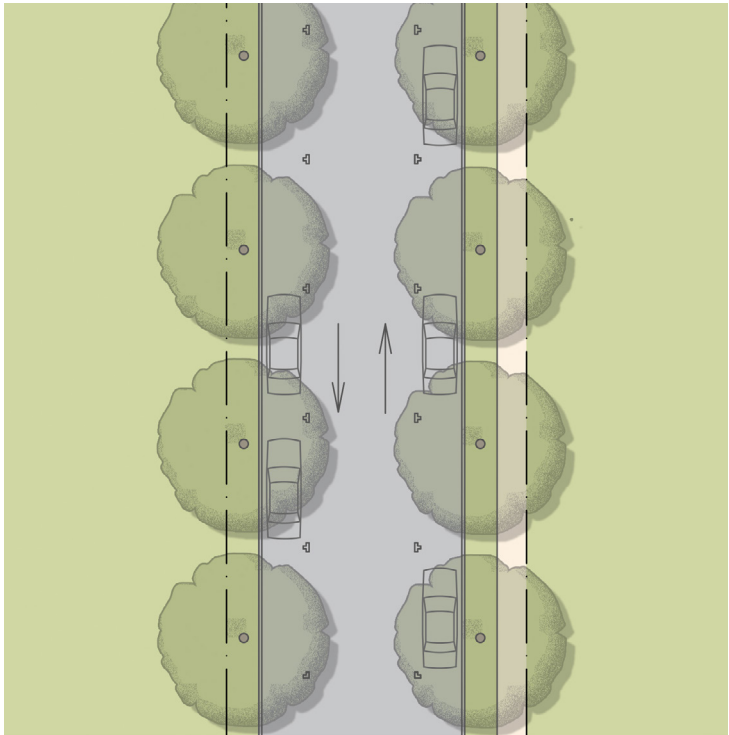
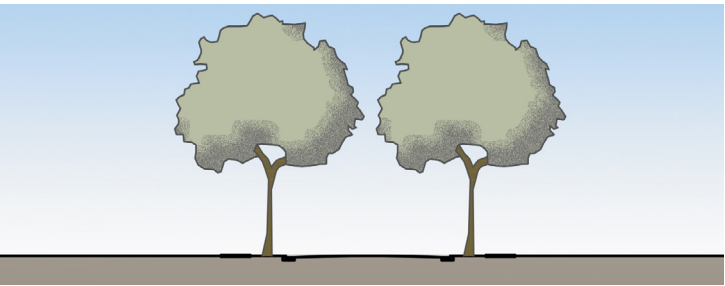
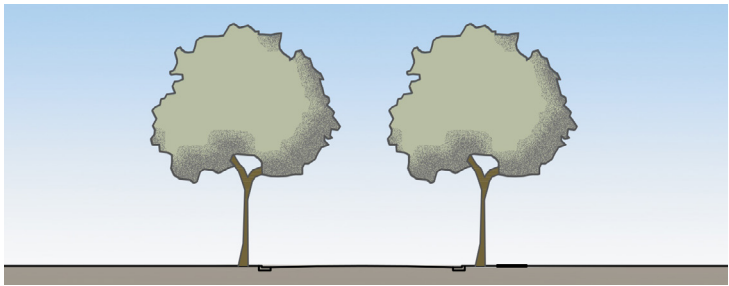
1. All improvements to the community shall follow these PD Standards, including any approved variances adopted as part of the PD Standards. In the event of a conflict between the PD Standards and any otherwise applicable codes, including but not limited to the Building Code, ADA, life safety codes, and others, the conflict shall be brought to the attention of the land owner, the developer, and the City immediately for resolution.
2. The proposed plan and its details are subject to further refinement in later phases of the development process (i.e. preliminary plat, subdivision improvement plans, final plat, site development plan). Such refinements may require changes to the proposed thoroughfare pattern, thoroughfare sections, lot sizes, number of lots and units, among other items, however the changes must be consistent with the overall design intent represented in the conceptual plan. The base zoning district for the entire area of the Master Plan is R-1, as described in the Taylor Code of Ordinances.
3. It is the design purpose and intent not the “letter” of the PD Standards to which improvements should conform.
4. The PD Standards are typologically-based and thus represent the typical condition. It is expected that actual conditions will vary from the typical conditions shown. It is expected that the standards for the typical condition will be applied to the actual condition, and modified or refined in a reasonable manner that achieves the intent of the PD.
5. There are two types of deviations from these PD Standards: warrants and variances (*see Definitions*). Where no standard is included in these PD Standards, standards shall be determined by warrant. The correction of “scrivener’s errors” within this document shall be handled by warrant.
6. Sources for various texts, definitions and illustrations include the Lexicon of the New Urbanism and SmartCode v9.2 by Andres Duany, et. al.



Key	
	T4: Neighborhood General Zone
St. #: X-#-# Thoroughfare Number & Type (<i>See Thoroughfare Types</i>)	
	ROW
	Lot Line
	Primary Frontage
	Secondary Frontage
	Potential Commercial Frontage

- | Plan Notes | |
|------------|--|
| 1. | Street A is intended to connect to Carlos G. Parker Blvd., with the exact location of the connection and other required improvements to be coordinated with the Texas Department of Transportation (TxDOT). |
| 2. | Street B and the trail in the greenway are intended to connect to the property to the east, with the exact location of the connection to be coordinated with the adjacent property owner. |
| 3. | Alley A along Carlos G. Parker Blvd. shall be screened with overstory trees, living fence, fence, wall, or combination thereof that is a minimum of 8 feet in height and has 2-foot by 2-foot masonry piers every 8 feet. |
| 4. | The exact locations of alleys adjacent to other properties are to be determined at the preliminary plat phase, with coordination from the adjacent property owner(s). |
| 5. | The plaza south of Street B is intended as a paved Civic Space. Parking and the planting strip are omitted on the adjoining side of the street to create a clear view into the Green at the bend in the street (<i>see Civic Space Types</i>). |





ST-50-34

ST-50-28

Street
50 ft. ROW
34 ft. Pavement
Slow Movement
Two-Way Traffic
Parking Both Sides
12 ft. Curb Radius
Header Curb
5 or 6 ft. Tree Lawn
Single Species, Allee, 30 ft. on center
5 ft. Sidewalk One Side
20 ft. Clear

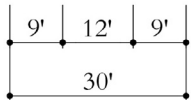
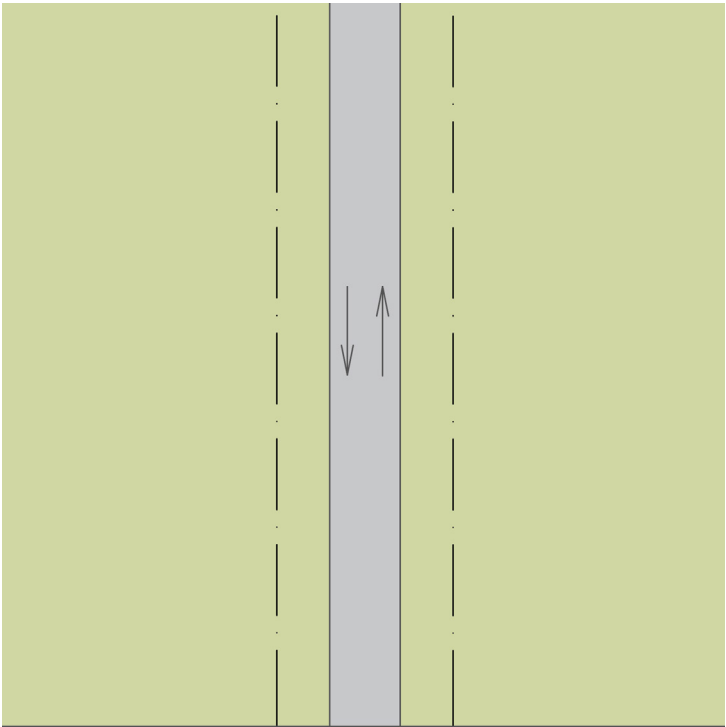
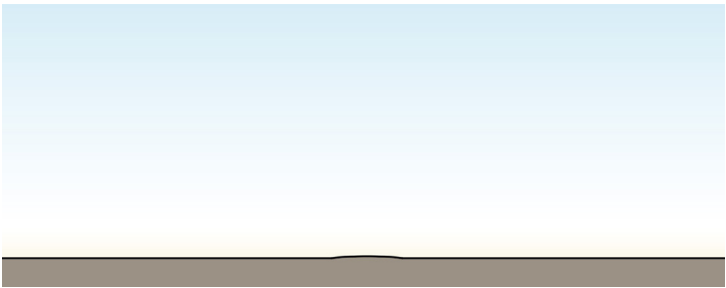
Street
50 ft. ROW
28 ft. Pavement
Slow Movement
Two-Way Traffic
Parking One Side
12 ft. Curb Radius
Header Curb
6 ft. Tree Lawn
Single Species, Allee, 30 ft. on center
5 ft. Sidewalk Both Sides
20 ft. Clear

★ Sidewalk along Park is not needed due to presence of trail.

Thoroughfare Type
ST Street
RFL Rear Fire Lane
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
Landscape Type
Walkway Type
Emergency Vehicle Access Route
Notes

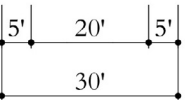
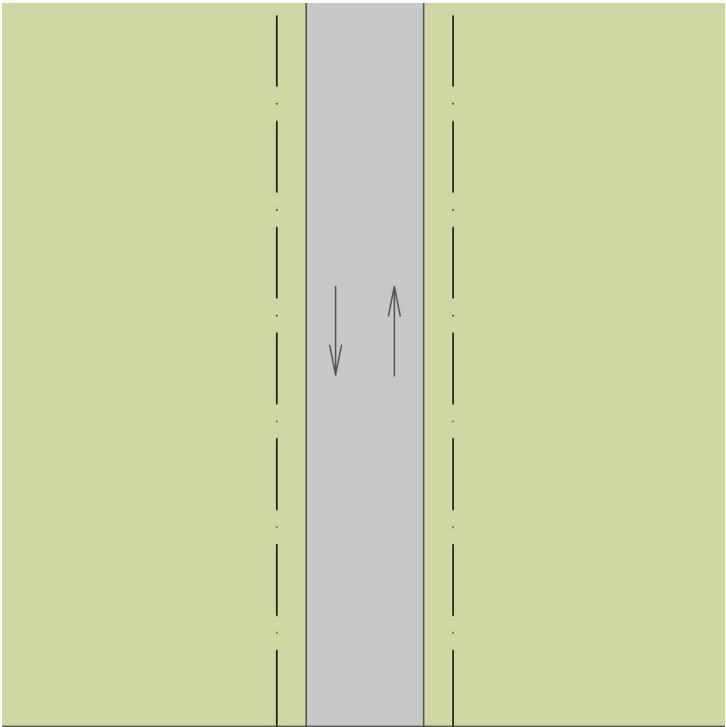
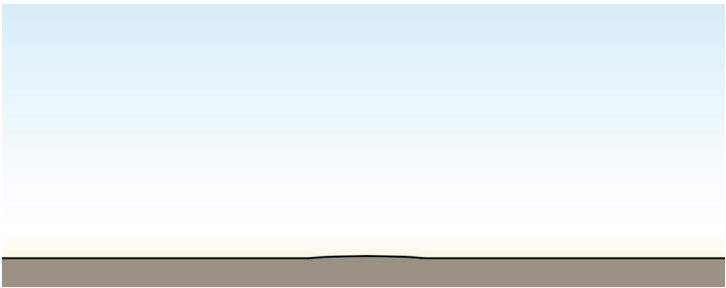




RA - 30 - 12

Rear Alley
30 ft. ROW
12 ft. Pavement
Slow Movement
Two-Way Traffic
No Parking
12 ft. Curb Radius; Apron at Street
Inverted
N/A
N/A
N/A
No

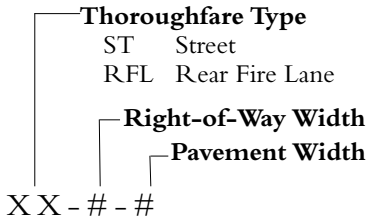
This thoroughfare type shall not be owned or maintained by the City of Taylor, and shall have a 30-foot public access and utility easement across its full length and width.



FA - 30 - 20

Fire Alley
30 ft. ROW
20 ft. Pavement
Slow Movement
Two-Way Traffic
No Parking
12 ft. Curb Radius; Apron at Street
Inverted Crown
N/A
N/A
N/A
20 ft. Clear

This thoroughfare type shall not be owned or maintained by the City of Taylor, and shall have a 30-foot public access and utility easement across its full length and width.



XX - # - #

Thoroughfare Type
Right-of-way or Easement Width
Pavement Width
Movement
Traffic Lanes
Parking Lanes
Pavement / Curb
Curb Type
Planter Type
Landscape Type
Walkway Type
Emergency Vehicle Access Route

Notes

THOROUGHFARE STANDARDS

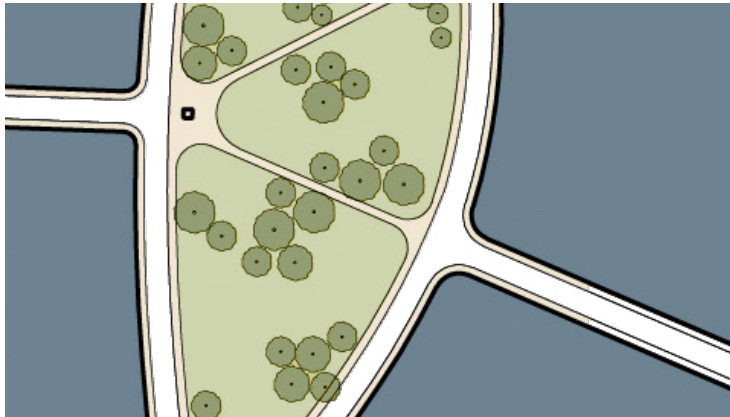
These Thoroughfare Standards supersede the provisions of Appendix C, Chapter 6, Table 5.2.1 and Section 5.5 of the Taylor Code of Ordinances and apply to all thoroughfares:

- Street Trees.**
 - The public frontage on both sides of each street shall include trees planted in a regularly-spaced allee pattern with shade canopies of a height that, at maturity, clears at least one story. All street trees shall be of the same species.
 - Street trees shall be Cedar Elm, Drake Elm, Bigtooth Maple, Chinquapin Oak, Monterey Oak, Red Oak, Texas Ash, Pecan, or other species approved by warrant.
 - Street tree spacing shall typically be as designated by Thoroughfare Type and adapted as needed for specific locations.
- Utility Easements.** Typically, water and sewer shall be provided in Primary Thoroughfares or Civic Spaces and other utilities shall be provided in Secondary Thoroughfares, with easements in these thoroughfares as required. Provision of utilities in easements on private lots shall be the exception and the location of last resort.
- Proposed Fire Apparatus Access.** This access, which may be provided by thoroughfares or civic spaces, shall be paved or otherwise structurally stabilized with a clear width of 20 feet and a 15-foot inside turning radius (*see Fire Apparatus Access Diagram*). Paving materials other than asphalt or concrete on fire apparatus access routes shall be subject to approval by the City.
- Carlos G. Parker Boulevard.** A sidewalk between 5 feet and 8 feet in width shall be provided adjacent to the ROW boundary, either within the ROW or within this property. A planting strip of 5 feet minimum width with street trees shall be provided adjacent to the sidewalk within this subject property, and may overlap with the buffer adjacent to Alley A (*see Regulating Plan*). Because Carlos G. Parker Blvd is a TxDOT ROW, improvements to it may be limited and would require coordination with TxDOT. The sidewalk along Carlos G. Parker Boulevard adjacent to this site shall connect to the trail in the greenway where it meets Carlos G. Parker Boulevard.
- Other Thoroughfare Standards.** Angled and offset intersections are acceptable if consistent with the Regulating Plan or minor adjustments therein. Maximum cul-de-sac length does not apply to alleys. Refer to the City of Taylor Engineering Manual and coordinate with the City Engineer.



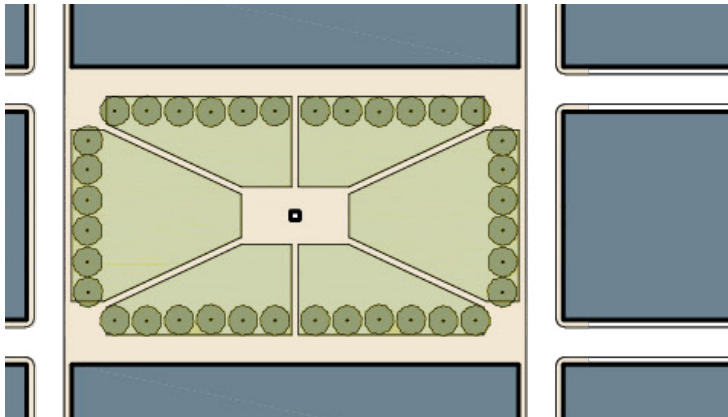
Park

A large open area available for recreation, usually located at the neighborhood edge often with buildings at some or all of the perimeter, but not always. Its landscape may comprise paved paths and unpaved trails, some open lawn, trees, open shelters, ponds, and other natural features, all naturalistically disposed and requiring limited maintenance. A very large park serving as a corridor is a **greenway**.



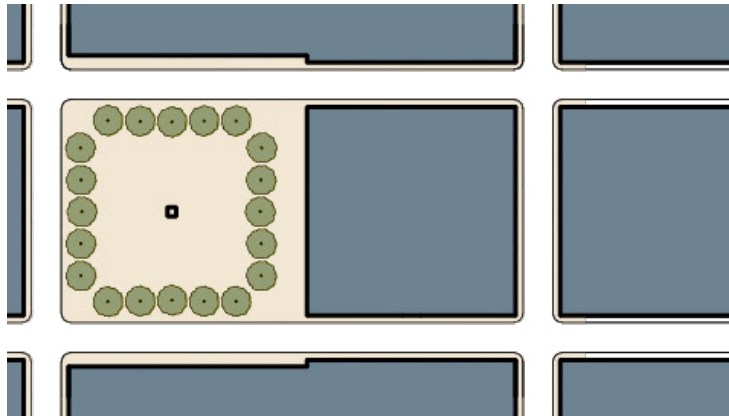
Green

A medium-sized public space available for unstructured recreation, circumscribed by building facades, its landscape consisting mostly of grassy areas and trees, naturalistically disposed, and requiring only limited maintenance.



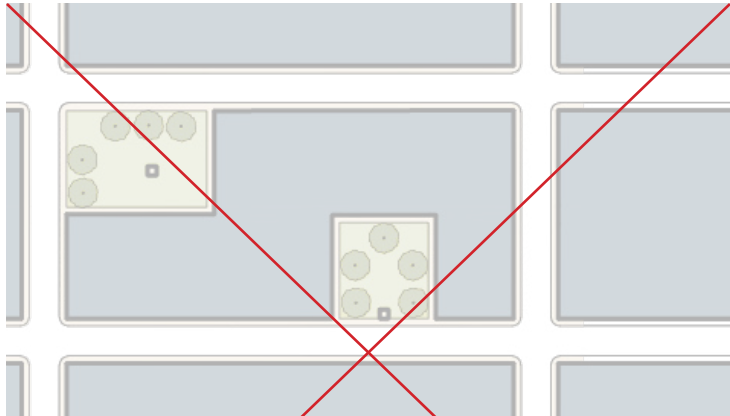
Square

A public space, seldom larger than a block, typically at the intersection of important thoroughfares. A square is circumscribed spatially by frontages; its streetscape consists of sidewalks, lawns, trees, and civic buildings all formally disposed and requiring substantial maintenance.



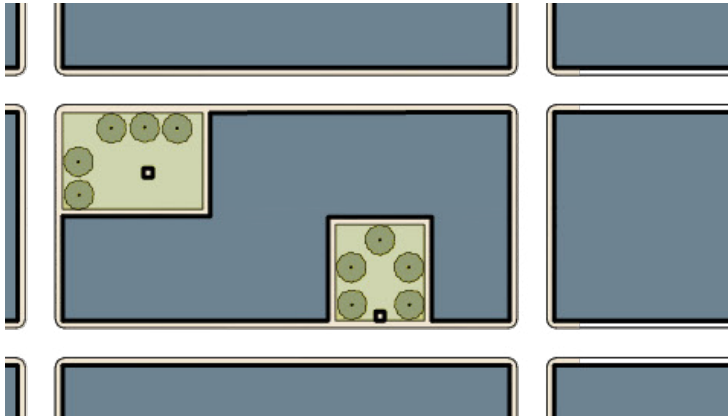
Plaza

A public space at the intersection of important streets set aside for civic purposes and commercial activities. A plaza is circumscribed by frontages, although not necessarily thoroughfares; its landscape consists of durable pavement for parking and trees requiring little maintenance.



Pocket Park

A small open space suitable for socializing, eating, and resting. Pocket parks may be equipped with benches and plantings, with tables and public art optional. They may be placed alongside thoroughfares or as intimate spaces within blocks, but should be visible from a thoroughfare (including paths). Pocket parks may be located anywhere.



Playground

An open space designed and equipped for the recreation of children. A playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within residential areas and may be placed within a block. Playgrounds may be included within any civic space. There shall be no minimum or maximum size.

CIVIC SPACE STANDARDS

The following apply to all civic spaces:

1. **Maintenance and Ownership.** All Civic Spaces shall be privately owned and maintained and have public access easements.
2. **Allocation of Civic Spaces.** A minimum of 5% of the gross area of the property shall be dedicated as Civic Spaces (see *Civic Space Diagram*). Civic Spaces may include stormwater management features that are designed as part of a civic space and shall not include stormwater management features not designed as part of a civic space.
3. **Sidewalks.** Civic spaces shall have sidewalks sufficient to provide access to all enfacing lots and provide connectivity to adjacent primary thoroughfares and civic spaces.
4. **Trails.** Civic spaces may include trails to provide connectivity through the civic space and to adjacent properties as consistent with the City of Taylor Comprehensive Plan.
5. **Landscaping.** Landscaping for civic spaces, open spaces, and storm water management ponds shall follow the standards of the underlying zoning. Trees may be any of the species listed in the Thoroughfare Standards and shall use a combination of different species.
6. **Recreation Areas.** Swimming pools, recreation courts (tennis, handball, etc.), exercise facilities, recreation facilities, and related structures may be located within civic space.
7. **Mailbox Location.** Centralized mailboxes shall typically be located within civic spaces or otherwise be located to encourage social interaction between residents.

LOT STANDARDS

The following site standards are required for all private lots:

- 1. **Dwelling size.** There is no minimum dwelling size.
- 2. **Number of Buildings and Dwelling Units.** Lots may have more than one building. Corner lots may have up to two accessory dwelling units provided that one faces the secondary frontage.
- 3. **Accessory Dwelling Unit Square Footage.** The net square footage of an accessory dwelling unit within a primary building or an outbuilding shall not exceed the net square footage of the primary unit.
- 4. **Building entrance.** The primary entrance to a primary building, including multi-family buildings, shall face the primary frontage of that lot. The primary entrance to accessory dwelling units may face any thoroughfare type.
- 5. **Landscaping.** Landscaping on private lots is only required at frontages unless noted otherwise. Required plantings shall comply with City requirements.
 - **Front Yard Trees.** Front yards of a depth greater than 12 feet require one deciduous tree of a minimum height of 30 feet at maturity and one additional tree for every 18 linear foot of frontage not occupied by a stoop or porch.
 - **Lawn.** Lawn is prohibited at frontages where the lawn area is 6 feet or less in either length or width.
 - **Planting.** Plant material, including ground cover, shall be planted no farther apart than 12 in.
 - **Artificial Plants.** Artificial plants may not be used to satisfy the requirements herein.
 - **Erosion Control.** Erosion control is required where there is no landscape or hardscape.
- 6. **Site Perimeter Landscaping.** There is no site perimeter landscaping requirement, except between Alley A and Carlos G. Parker Blvd. *see Regulating Plan*★
- 7. **Fences.** A fence along a shared rear or side lot line shall be no closer than 5 feet to another fence running. Alternatively, neighbors may share a single fence along a shared side or rear lot line. Fences within the first lot layer shall be painted.
- 8. **Parking Standards.** There shall be no minimum or maximum parking standards.
- 9. **Fire Apparatus Access.** Proposed fire apparatus vehicle access is as shown on the Fire Apparatus Access Diagram, typically within 150 feet of all buildable area on a lot. Buildings on portions of lots greater than 150 feet from the

Fire Apparatus Access Route may require a fire suppression system to meet building and fire code requirements. See the Thoroughfare Standards for related requirements.

- 10. **Other subdivision standards.** Lots may front on thoroughfares or civic spaces, whether owned publicly or privately, through which access to residences may be established, consistent with the Regulating Plan or minor adjustments therein. Lots may be configured as shown on the Regulating Plan, and shall be consistent with the Lot Standards.
- 11. **Facades.** Facades shall be built parallel to a rectilinear primary frontage line or to the chord of a curved primary frontage line.
- 12. **Ground Floor Grading.** At the ground floor, residential and private rooms in lodging uses shall be raised a minimum of 2 feet from the average sidewalk grade at the primary frontage for the purpose of establishing privacy.
- 13. **First-Story Facade Glazing.** The first story of each facade shall be glazed with clear glass for a minimum of 30% of the wall area of the first story, with each facade being calculated independently.
- 14. **Upper-Story Facade Glazing.** Above the first story of each facade, openings shall be glazed with clear glass for a maximum of 50% of the wall area, with each facade being calculated independently.
- 15. **Encroachments.** Permitted encroachments into setbacks shall be as shown on the chart that follows. Additionally, windowsills, belt courses, bay windows, cornices, eaves, footings, and ornamental features may encroach into any setback. All encroachments into utility and other easements are subject to the permission of the affected easement owner.
- 16. **Porch Depth.** Porches facing frontages shall be a minimum of 6 feet deep.
- 17. **Pitched Roofs.** Pitched roofs shall be symmetrically sloped no less than 4:12, except that roofs for porches and attached sheds may be no less than 2:12.
- 18. **Flat Roofs.** Flat roofs shall be enclosed by parapets a minimum of 42 inches high, or as required to conceal mechanical equipment.

- 19. **Architectural Variety.** Architectural variety is desirable. Where the same building type is repeated, this may be achieved by varying the building mass. For example, by varying the width of the building along the frontage, the roof configuration/slope, and the wall materials. Where the exact floor plan is repeated, this may be further achieved by varying the architectural design of the facades. For example, by varying wall materials, the use of stoops and porches (or not), or window and door shapes, sizes, placement, etc. It is also possible to keep many of these elements the same and achieve variety by varying the expression of details such as the eave or the window and door surrounds. The architectural style may also vary. *See Appendix for two block faces that demonstrate this desired variety.*

PERMITTED ENCROACHMENTS

	Setbacks Facing Frontages	Setbacks not Facing Frontages	Thoroughfares (incl. ROW) ⁱ
Patios ⁱ		•	
Decks ⁱ		•	
Mech. Equipment		•	
Utility Meters		•	
Window Wells		•	
Stoops and Steps ⁱ	•	•	
Porches and Steps ⁱⁱ	•	•	
Chimneys	•	•	
Hedges, Fences, & Garden Walls	•	•	
Bay Windows	•	•	•
Turrets/Towers	•	•	•
Eaves	•	•	•
Overhangs	•	•	•
Balconies	•	•	•
Ramps	•	•	•
Awnings		•	•
Buildings (Above Ground Floor) ⁱⁱ	•		

- i. May encroach into setbacks up to 6 feet.
- ii. May encroach into setbacks up to 10 feet.

PROHIBITED USES

The uses listed below, regardless of whether such use would be a primary or accessory use, shall be prohibited in this PD:

- Adult Entertainment
- Automobile and/or Truck Washing Facility
- Automobile Body Repair Shop
- Automobile Fueling Station
- Cell Towers exposed to view
- Central Processing Facility for Solid Waste Transfer, Materials Resource Recovery and/or Recycling
- Commercial Amusement, Outdoor
- Commercial Kennels and Animal Husbandry
- Commercial Stable
- Concrete or Asphalt Batching Plant
- Construction and Demolition Debris Disposal Facility
- Distribution Facilities
- Solid Waste Incinerators
- Junk & Wrecked Vehicle Salvage Yard Facility
- Methane Recovery Facility associated with Soil Removal
- Mineral Extraction and Surface Mining
- Motor Vehicle Impound lots
- Mover Storage Facility
- Moving Truck and Trailer Rental
- Outdoor Vending Machines, except those for bikes, scooters, package return & deliver boxes, etc.
- Paint Mixing & Spraying Facility
- Petroleum or Related Products Refining or Distributor
- Plastic & Rubber Products Manufacture
- Race Tracks
- Recycling and Salvage Center (except architectural salvage)
- Salvage Motor Vehicle Auction or Pool Facility
- Sanitary Landfill
- Shooting Range, Outdoor
- Solid Waste Disposal Facility
- Truck Stop
- Truck Terminals
- Wind Energy Conversion System, Large Wind Farms
- Other uses which create an adverse impact on adjacent properties adjacent to this community (noise, vibration, odor, pollution, socio-economic disruption, etc.). Impacts confined to this community are not considered adverse.

Similar Uses: For a proposed use not listed herein, a warrant may be issued as described elsewhere in these PD Standards.



T4: NEIGHBORHOOD GENERAL ZONE



a. Lot Dimensions

Lot Width	96 ft. max.
Lot Coverage	90% max.

b. Setbacks: Principal Building

(b.1) Front Setback (Principal)	8 ft. min., 12 ft. max.
(b.2) Front Setback (Secondary)	5 ft. min., 12 ft. max.
(b.3) Side Setback	0 ft. min.
(b.4) Rear Setback	1 ft. min.
Primary Frontage Buildout	70% min.

c. Setbacks: Outbuilding

(c.1) Front Setback (Principal)	20 ft. min. from facade
(c.2) Front Setback (Secondary)	5 ft. min., 18 ft. max.
(c.3) Side Setback	0 ft. min.
(c.4) Rear Setback	4 ft. min.

d. Building Height

(d.1) Principal Building	3 stories max.
(d.2) Outbuilding	2½ stories max.

e. Private Frontages

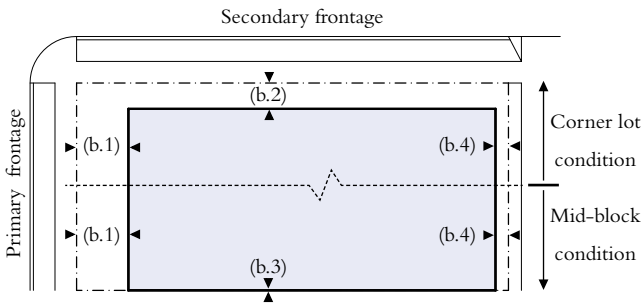
Common Lawn	not permitted
Porch	permitted
Terrace and Light Court	not permitted
Forecourt	not permitted
Stoop	permitted
Storefront and Awning	permitted
Gallery	permitted
Arcade or Colonnade	not permitted

f. Building Uses

Residential	Limited Residential: Up to 6 dwelling units are permitted on a lot, including primary and accessory dwelling units.
Lodging	Limited Lodging: The number of bedrooms available for lodging shall be limited to 16. Breakfast may be provided to overnight guests before noon each day. The maximum length of a stay shall not exceed 90 days.
Office	Limited Office: The area available for office use shall be limited to the first story or to an outbuilding.
Retail	Limited Retail: The area available for retail use shall be limited to corner lots and to the first story or to an outbuilding.
Manufacturing	Limited Manufacturing: Manufacturing uses are permitted in outbuildings only. (e.g. home workshop, artist studio, woodcraft, furniture refinishing, bicycle repair).
Civic	Civic uses are permitted, but shall be of a scale that limits the adverse impacts to neighbors at most times.

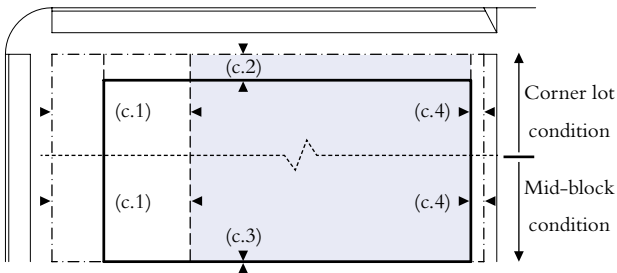
b. Setbacks: Principal Building

- The principal building shall be distanced from the lot lines as shown.
- Facades shall be built along the primary frontage to the specified primary frontage buildout percentage (measured as a percentage of the lot width). The primary frontage buildout requirement does not apply at secondary frontages.



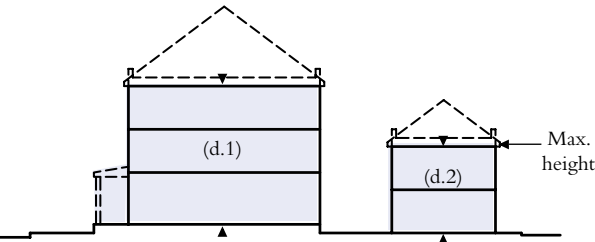
c. Setbacks: Outbuilding

- The outbuilding shall be distanced from the lot lines as shown.



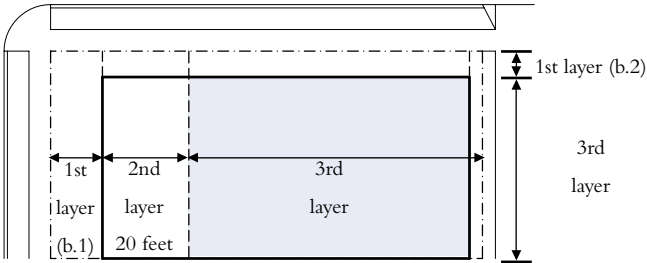
d. Building Height

- Building height shall be measured in number of stories, excluding attics and raised basements.
- Ground-floor habitable rooms at frontages shall be 10 ft. min. floor-to-ceiling.
- Upper-story habitable rooms at frontages shall be 9 ft. min. floor-to-ceiling.
- Exemptions from height limits include: civic structures and monuments, chimneys, flag poles, and necessary mechanical appurtenances.

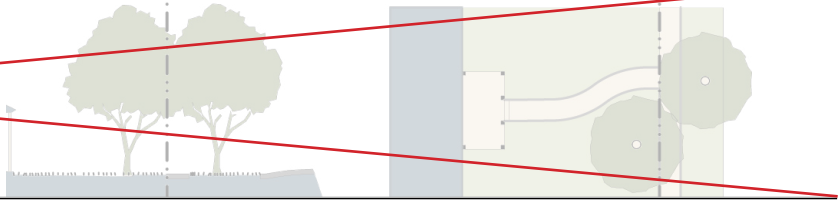


Parking Placement

- Parking (whether open, covered, or enclosed) shall only be provided within the third layer. Garages may be permitted in the first or second layer by variance.
- Parking shall be accessed by a rear alley or lane when such are provided.
- Parking spaces on private lots (whether open, covered, or enclosed) shall be screened from frontages by a building or a minimum 8-foot tall masonry wall with piers every 8 ft or less.



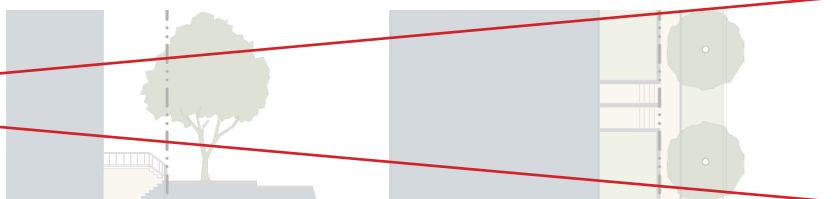
Common Lawn: a facade set back substantially from the frontage line. The front yard should remain unfenced and be visually continuous with adjacent front yards. The intention is to emulate the character of buildings sitting in a common rural landscape. A front porch is encouraged but not required, as social interaction from the sidewalk is unlikely at such a distance.



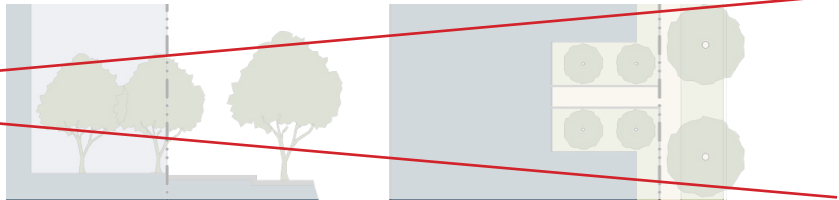
Porch: A facade is set back from the frontage line with a front porch. The porch should be within conversational distance of the sidewalk. Hedges, fences, or garden walls at the frontage line are encouraged to define the front yard. A great variety of porches is possible, but to be useful, none shall be less than 6 ft deep.



Terrace and Light Court: a facade is set back from the frontage line with an elevated garden or terrace, or a sunken light court. This type can effectively buffer residential uses from the sidewalk by creating an elevated front garden. The terrace created may also be suitable for restaurants and cafes, as the eye of the sitter is level with that of the standing passerby. The light court can give light and access to a basement.



Forecourt: a facade is aligned close to the frontage line with a portion of it set back. The forecourt created is suitable for a garden or plaza, providing a transition from the public sidewalk to the building entry. This type should be used sparingly. Trees within the forecourts should be placed to have their canopies overhanging the sidewalks.



Stoop: A facade is aligned close to the frontage line with the ground story elevated from the sidewalk, securing privacy for the windows. This type is suitable for buildings with ground-floor residential uses, such as townhouses and apartment buildings. This type may be interspersed with the storefront.



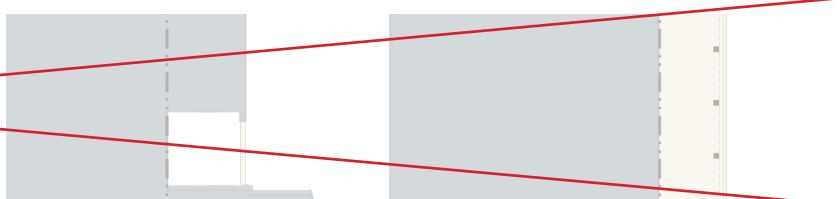
Storefront: A facade is aligned close to the frontage line with the entrance at sidewalk grade. This type is common for commercial frontage. The storefront is commonly equipped with a cantilevered shed roof or an awning. The absence of a raised ground story generally precludes residential uses on the ground floor, although residential uses may temporarily be present where commercial is anticipated in the future.

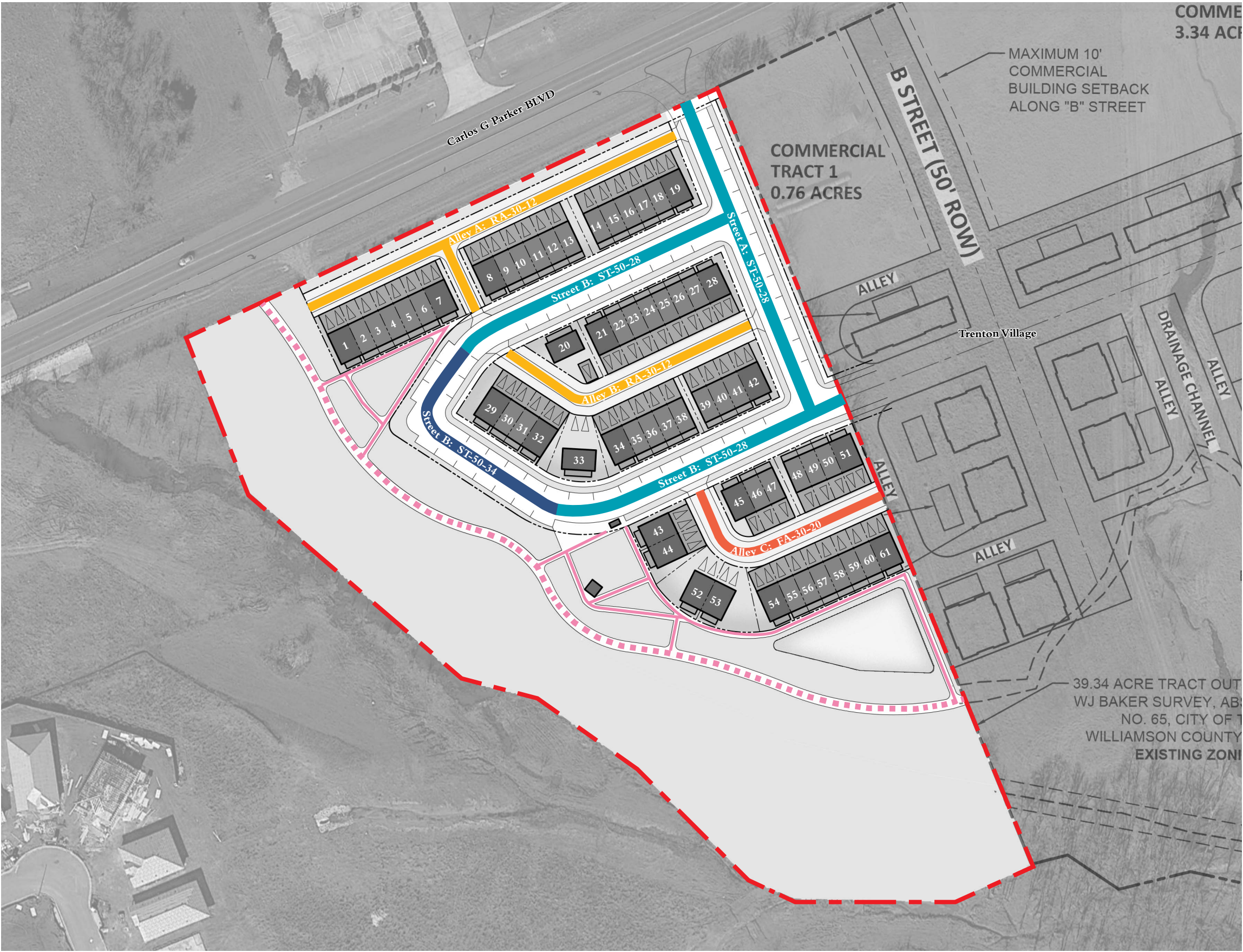


Gallery: A roof near the top of the storefront extends over the sidewalk above while the building facade remains at the frontage line. This type is most common for commercial uses. To be useful, the gallery should be no less than 12 feet deep and should overlap the sidewalk to within 2 feet of a vehicular lane so that a pedestrian cannot bypass it.

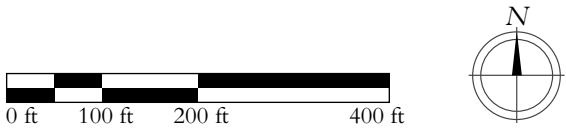


Arcade or Colonnade: An arcade (arches) or colonnade (columns and beams) is a structure including habitable space extending over a sidewalk supported by arches and open to the adjacent street or civic space. The ground story remains at the frontage line while the facade of the upper stories overlaps the sidewalk. This type is most common for office, retail, and manufacturing uses.





Key				
Primary Types				
	Name	Type	ROW	Pavement
	Street	ST	50	28
	Street	ST	50	34
	Sidewalk in Civic Space (see Civic Space Standards)			
	Trail in Civic Space (see Civic Space Standards)			
Secondary Types				
	Name	Type	ROW	Pavement
	Rear Alley	RA	30	12
	Fire Alley	RA	30	20





Key

- Park
- Green
- Plaza

Civic Space Area: **3.83 acres**

Total Site Area: **7.60 acres**

Civic Space Ratio: **50.39%**





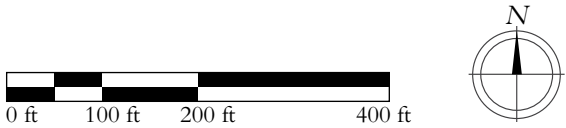
Key	
	Proposed Fire Apparatus Access Route

Emergency Vehicle Access Notes

1. Applicant's understanding of the relevant standards from these fire apparatus access notes is to be confirmed by the City of Taylor.
2. Adjacent to buildings less than 30 feet tall:
 - Fire Apparatus Access Roads shall have 20 feet clear minimum.
3. All Fire Apparatus Access Roads shall have an effective inside turning radius of 15 feet.
4. All Fire Apparatus Access Roads shall be a maximum distance of 150 feet from all portions of any building.
5. The maximum spacing between fire hydrants shall be 400 feet.



6. Where a fire hydrant is located on a Fire Apparatus Access Road, the minimum clear road width shall be 26 feet, exclusive of all shoulders (see graphic above). This may be accomplished by placing fire hydrants at intersections and alley aprons, where on-street parking is not present, providing the required clear width.



Accessory Building: an Outbuilding with an Accessory Unit.

Accessory Unit: an Apartment sharing ownership and utility connections with a Primary Building; it may or may not be within an Outbuilding.

Allee: a regularly spaced and aligned row of a single species of tree usually planted along a Thoroughfare or Path.

Apartment: a Residential unit sharing a building or a Lot with other units and/or uses; may be for rent, or for sale as a condominium.

Attic: the interior part of a building contained within a pitched roof structure.

Backbuilding: a single-Story structure connecting a Primary Building to an Outbuilding.

Band Sign: a band of lettering across the entire width of a building or storefront.

Blade Sign: a two-sided sign board hung from a bracket at 90 degrees to the building facade.

Block: the aggregate of private Lots, Secondary Thoroughfares, and Parking Lots, circumscribed by Primary Thoroughfares or Civic Spaces.

Civic Building: a building operated by not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or for use approved by the legislative body.

Civic Space: an outdoor area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping and their Enfronting buildings.

Commercial: the term collectively including Lodging, Office, and Retail Uses.

Common Lawn: *see Private Lots: Frontage Types.*

Curb: the edge of the vehicular pavement that may be raised or flush. It usually incorporates the drainage system. *See Thoroughfares*

Driveway: a vehicular lane within a Lot, often leading to a garage.

Dwelling Unit: one or more rooms used, or intended to be used for occupancy by one person or a group of persons living together. Each installation of kitchen facilities consisting of at least a stove or cooking device and a sink shall be a separate dwelling unit.

Effective Turning Radius: *see Definitions: Illustrated.*

Elevation: *see Definitions: Illustrated.*

Encroach: to break the plane of a vertical or horizontal regulatory limit with an architectural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit. *See*

Enfront: to place an element along a Frontage, as in “porches Enfront the street.”

Facade: *see Definitions: Illustrated.*

Frontage: *see Definitions: Illustrated.*

Frontage Line: *see Definitions: Illustrated.*

Frontage Buildout: that portion of a setback line which shall have a building facade on it.

Gallery: *see Private Lots: Frontage Types.*

Green: *see Civic Spaces: Types.*

Liner Building: a building specifically designed to mask a parking lot or a Parking Structure from a Frontage.

Live-Work: a Mixed Use unit consisting of a Commercial and Residential Use. The Commercial Use may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry. (Syn. flexhouse.)

Lodging: premises available for daily and weekly renting of bedrooms.

Lot: a parcel of land accommodating a building or buildings of unified design. The size of a Lot is controlled by its width in order to determine the grain (i.e., fine grain or coarse grain) of the urban fabric.

Lot Layer: a range of depth of a Lot within which certain elements are permitted. *See Definitions: Illustrated.*

Lot Line: *see Definitions: Illustrated.*

Lot Width: the length of the Primary Frontage Line of a Lot.

Manufacturing: premises available for the creation, assemblage, and/or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their Retail sale.

Office: premises available for the transaction of general business but excluding Retail, artisanal, and Manufacturing uses.

Outbuilding: a building, usually located toward the rear of the same Lot as a Primary Building, and sometimes connected to the Primary Building by a Backbuilding.

Park: *see Civic Spaces: Types.*

Pavement Radius: *see Definitions: Illustrated.*

Planter: the element of the Public Frontage which accommodates street trees, whether continuous or individual.

Plaza: *see Civic Spaces: Types.*

POA: Property Owners Association

Primary Building: the main building on a Lot, usually located toward the Frontage. *see Definitions: Illustrated.*

Primary Entrance: the main point of access for pedestrians into a building.

Primary Frontage: *see Definitions: Illustrated. See Frontage.*

Private Frontage: *see Definitions: Illustrated. See Frontage.*

Public Frontage: *see Definitions: Illustrated. See Frontage.*

Rear Alley (RA): a vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. Rear Alleys are typically paved from building face to building face, with drainage by inverted crown at the center or occassionally with roll Curbs at the edges.

Regulating Plan: a Zoning Map or set of maps that shows the Transect Zones, Civic Spaces, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by these PD Standards. *See Regulating Plan.*

Residential: premises available for long-term human dwelling.

Retail: premises available for the sale of merchandise and food service.

Right-of-Way (R.O.W.): *see Definitions: Illustrated.*

Secondary Frontage: *see Definitions: Illustrated. See Frontage.*

Setback: the area of a Lot measured from the Lot line to a building Facade or Elevation that is maintained clear of permanent structures, with the exception of permitted Encroachments. *See Definitions: Illustrated.*

Sidewalk: the paved section of the Public Frontage dedicated to pedestrian activity.

Square: *see Civic Spaces: Types.*

Stoop: *see Private Lots: Frontage Types.*

Storefront: a Private Frontage conventional for Retail use, with substantial glazing and an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade. *See Private Lots: Frontage Types.*

Story: a habitable level within a building, excluding an Attic or raised basement.

Street (ST): a local urban Thoroughfare of low speed and capacity.

Swale: a low or slightly depressed natural area for drainage.

T-zone: *see Transect Zone.*

Terminated Vista: a location at the axial conclusion of a Thoroughfare. A building located at a Terminated Vista designated on a Regulating Plan is required or recommended to be designed in response to the axis.

Thoroughfare: a way for use by vehicular and pedestrian traffic and to provide access to Lots and Open Spaces, consisting of Vehicular Lanes and the Public Frontage. *See Definitions: Illustrated.*

Transect: a cross-section of the environment showing a range of different habitats. The rural-urban Transect of the human environment is divided into six Transect Zones. These zones describe the physical form and character of a place, according to the Density and intensity of its land use and Urbanism.

Transect Zone: One of several areas on a Zoning Map regulated by the SmartCode. Transect Zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, Density, height, and Setback requirements, other elements of the intended habitat are integrated, including those of the private Lot and building and Public Frontage. (syn. T-zone)

Turning Radius: the curved edge of a Thoroughfare at, measured at the inside edge of the vehicular tracking at a crosswalk. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn. *See Definitions: Illsutrated.*

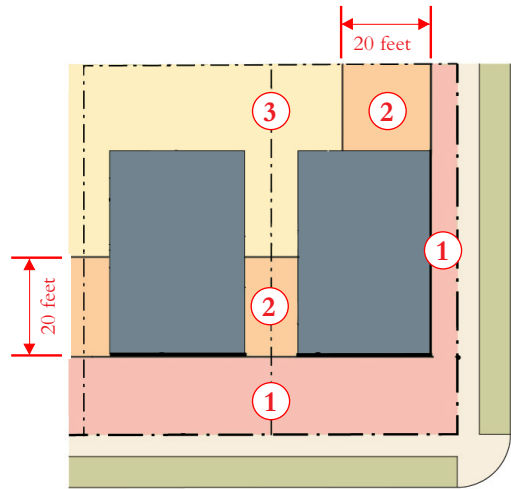
Use: the function or functions accommodated by a building and its Lot, categorized as Restricted, Limited, or Open, according to the intensity of the use.

Variance: a ruling that would permit a practice that is not consistent with either a specific provision or the Intent of these PD Standards. Variances are granted by the Zoning Board of Adjustment in a public hearing.

Warrant: a ruling that would permit a practice that is not consistent with a specific provision of these PD Standards, but that is justified by its Intent. Warrants are granted administratively.

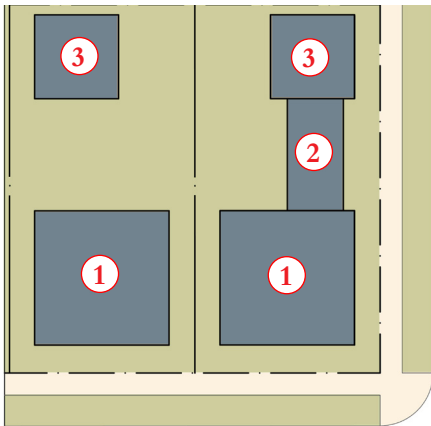
Yield: characterizing a Thoroughfare that has two-way traffic but only one effective travel lane because of parked cars, necessitating slow movement and driver negotiation. Also, characterizing parking on such a Thoroughfare.

Lot Layers



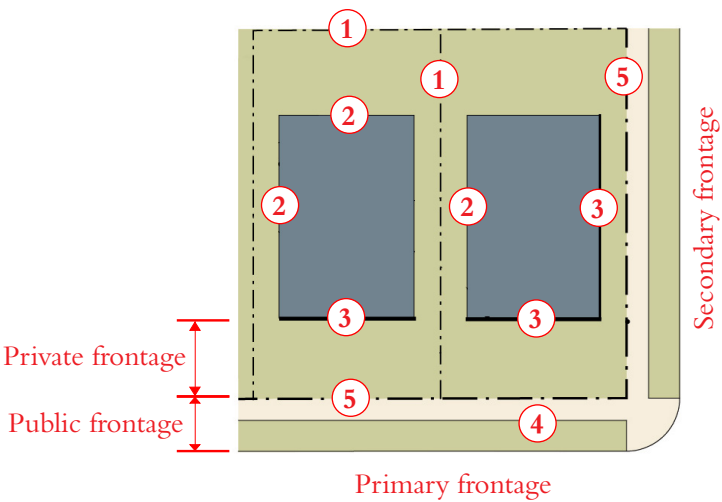
- ① 1st Layer
- ② 2nd Layer
- ③ 3rd Layer

Principle Building & Outbuilding



- ① Primary Building
- ② Backbuilding
- ③ Outbuilding

Frontage & Lot Lines



- ① **Lot Line:** the boundary that legally and geometrically demarcates a lot.
- ② **Elevation:** an exterior wall of a building not facing a frontage line.
- ③ **Facade:** the exterior wall(s) of a building that is (are) set along a Frontage Line. Facades face frontage lines and define the public realm, and are therefore more highly regulated than the Elevations facing other lot lines.
- ④ **Right-of-Way (R.O.W.):** the composite public area dedicated to circulation, including the vehicular way and the Public Frontage.
- ⑤ **Frontage Line:** the line between the Public and Private Frontage, (Primary or Secondary). The Frontage Line is coincident with the property line(s), at frontages.

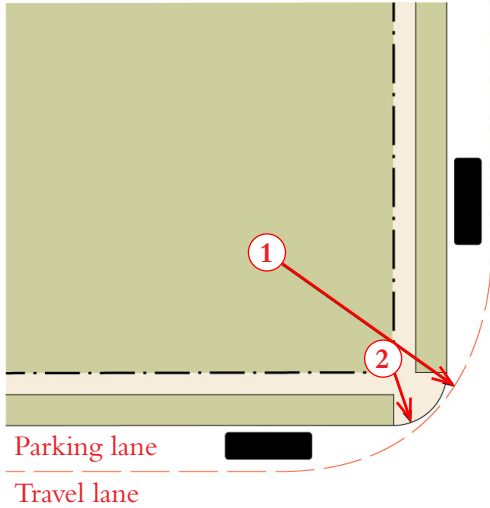
Primary Frontage: on lots with multiple frontages, the frontage which will bear the address and primary entrance to the building.

Secondary Frontage: on lots with multiple frontages, the frontage(s) that are not the Primary Frontage.

Private Frontage: the privately held Layer between the Frontage Line and the Primary Building Facade.

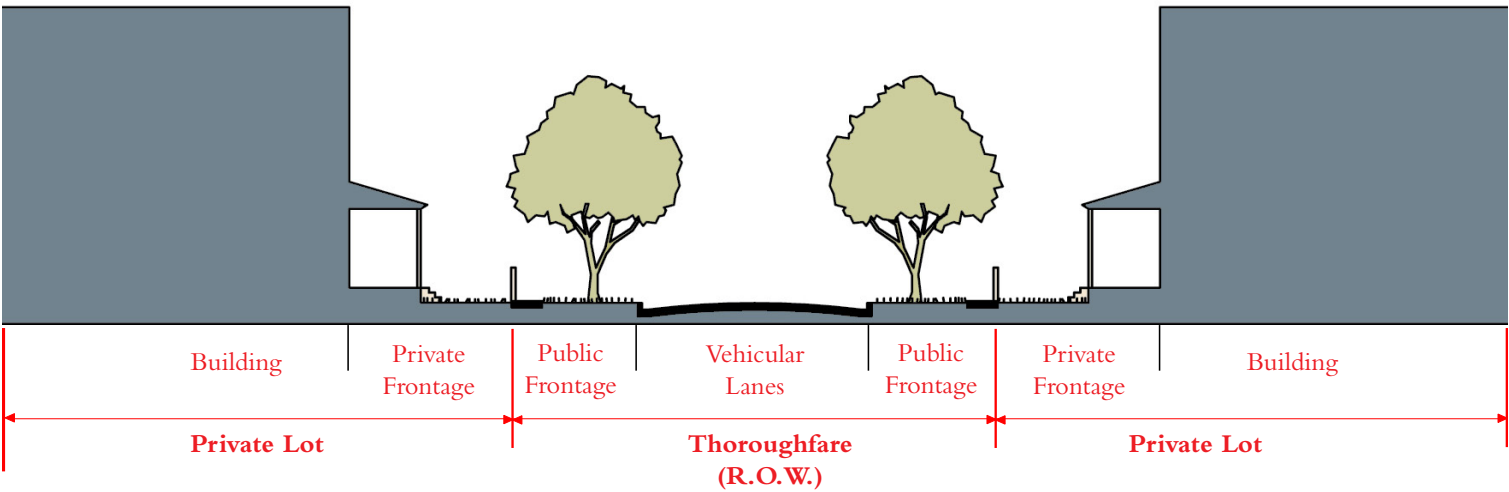
Public Frontage: the area between the Curb of the vehicular lanes and the Frontage Line.

Turning Radius



- ① **Effective Turning Radius:** the measurement of the inside turning radius taking parked cars into account.
- ② **Pavement Radius:** the curved edge of a vehicular lane at an intersection, measured at the inside edge of the travel lane if there is no on-street parking, or the parking lane if there is. The smaller the pavement radius, the more slowly the vehicle is forced to make the turn.

Thoroughfare & Frontages





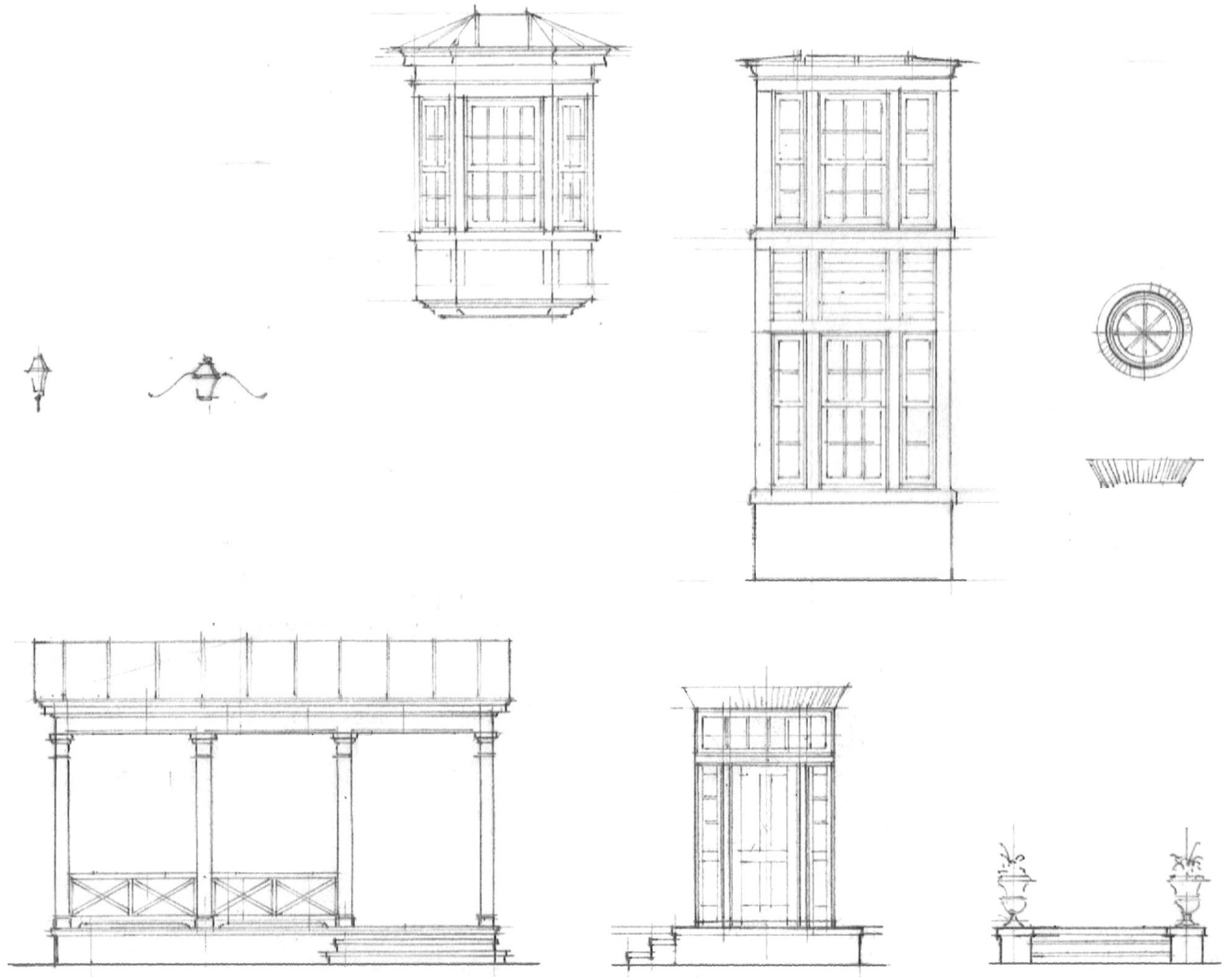
More Uniform Block Elevation



More Varied Block Elevation



Base Townhouse Elevation



Elevation Component Variations

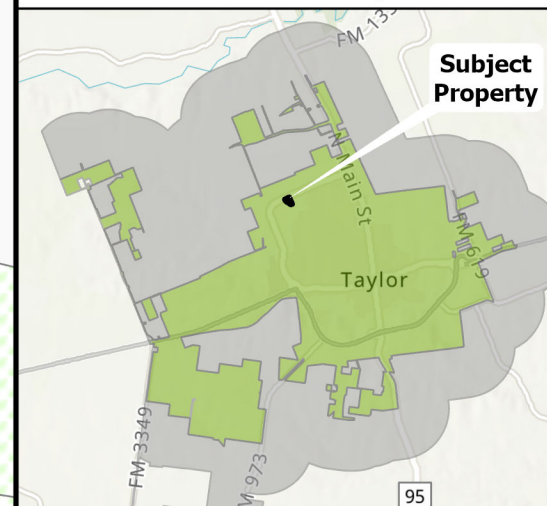


PZ-2023-1756

Generally located along NW Carlos G. Parker Blvd.

Approximately 7.60 acres
Planned Development (Rezone)
Amendment
Zoning Map

- | | |
|------------------|--|
| Subject Property | B-1 |
| Parcels | B-1/CPD |
| City Limits | MF-1/RPD |
| Streets | MF-2 Multi-Family |
| | R-1/RPD: Residential Planned Development |
| | R/A Rural Agriculture |



0 100 200 400
US Feet

PZ-2023-1756

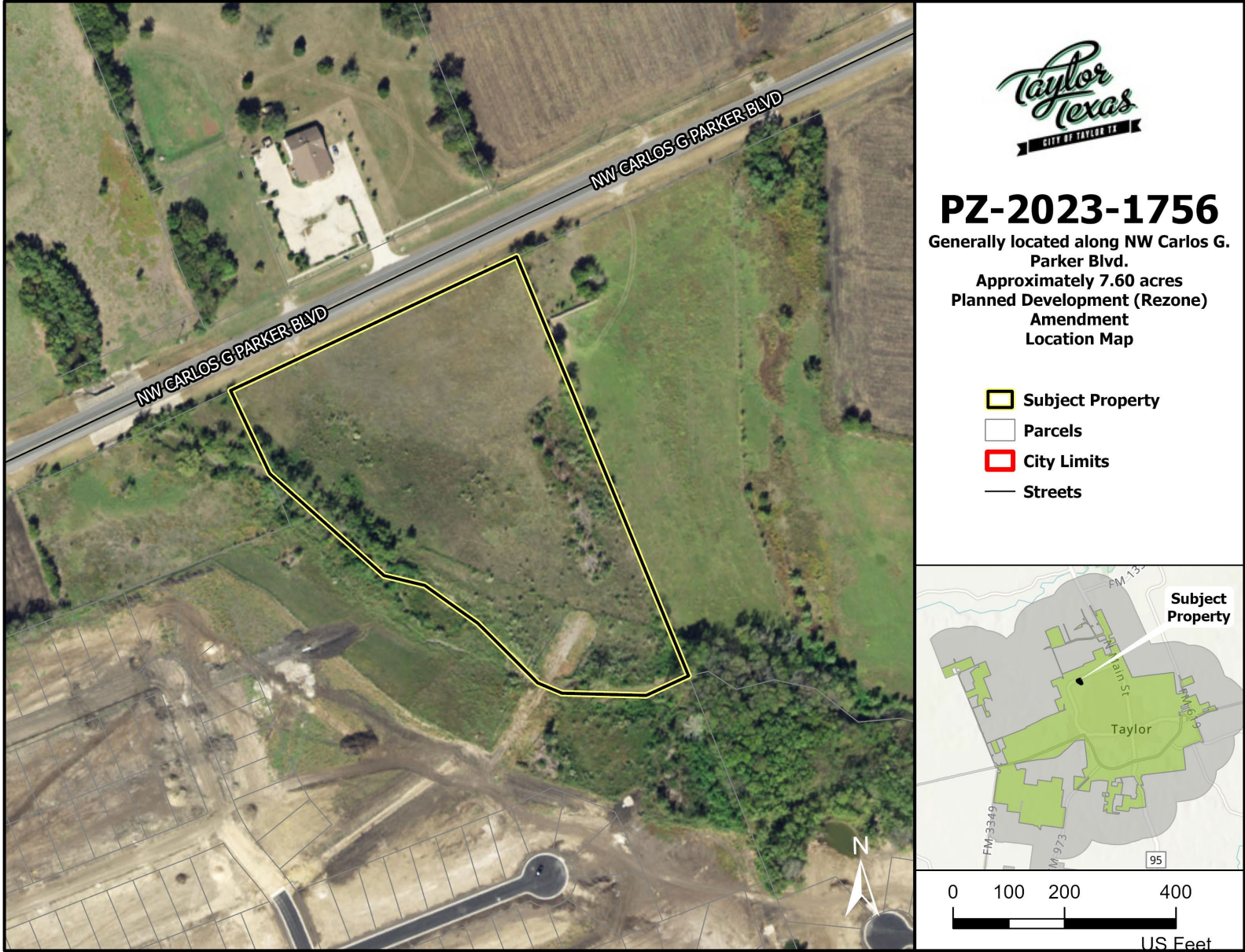
Zoning Amendment: North BB Creek Planned Development
Amended (Ordinance 2022-20)

South ROW of NW Carlos G. Parker Boulevard

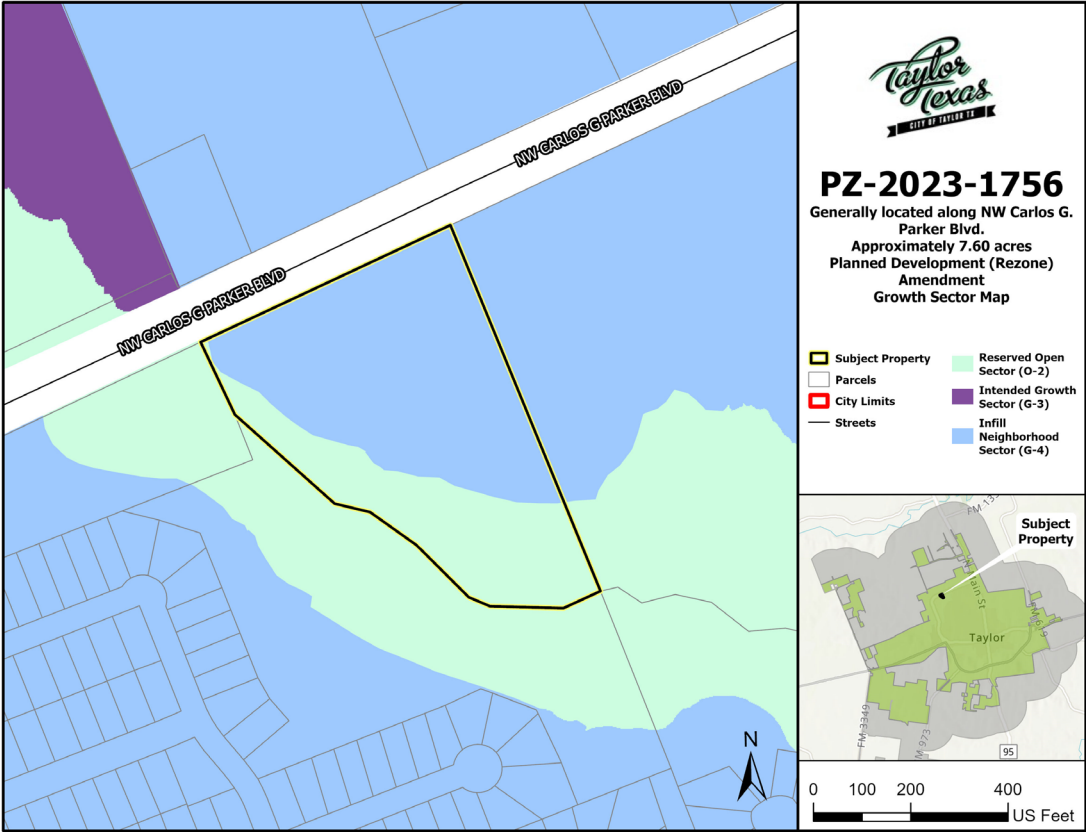
Development Process

1. **Comprehensive Plan Amendment**
2. **Rezoning** - Proposed land use(s) and compliance with the Comprehensive Plan.
3. **Preliminary Plat** - Division of land into lots (identifying lot boundaries, streets, easements, etc.).
4. **Subdivision Improvement Plans** - Detailed water, sewer, traffic impact & drainage studies and design.
5. **Final Plat** (After approved and accepted infrastructure improvements.)
6. **Building Permit** - Layout of building(s) on lot(s) and detailed construction drawings.

Location Map

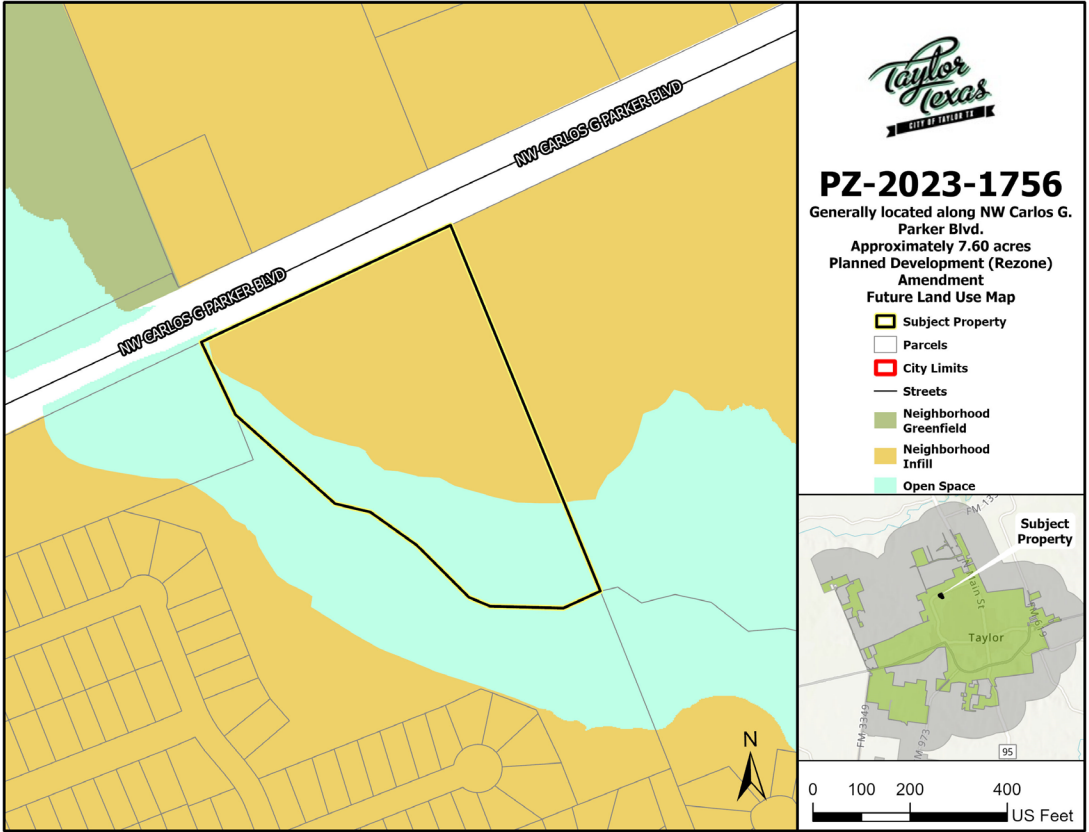


Growth Sector & Future Land Use



Infill Neighborhood:

The Infill areas within the city that are already developed and served by infrastructure. (Page 50)

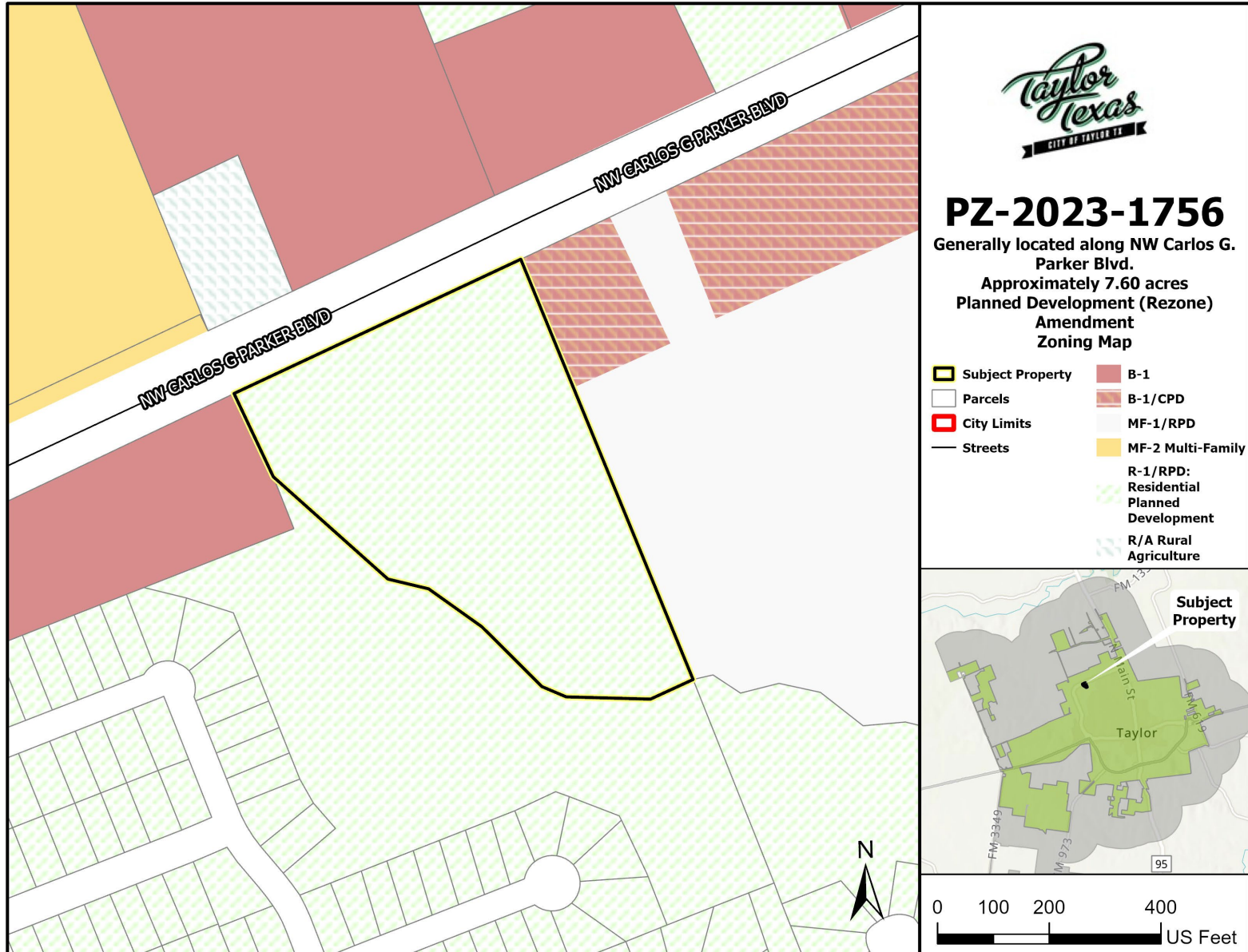


Neighborhood Infill:

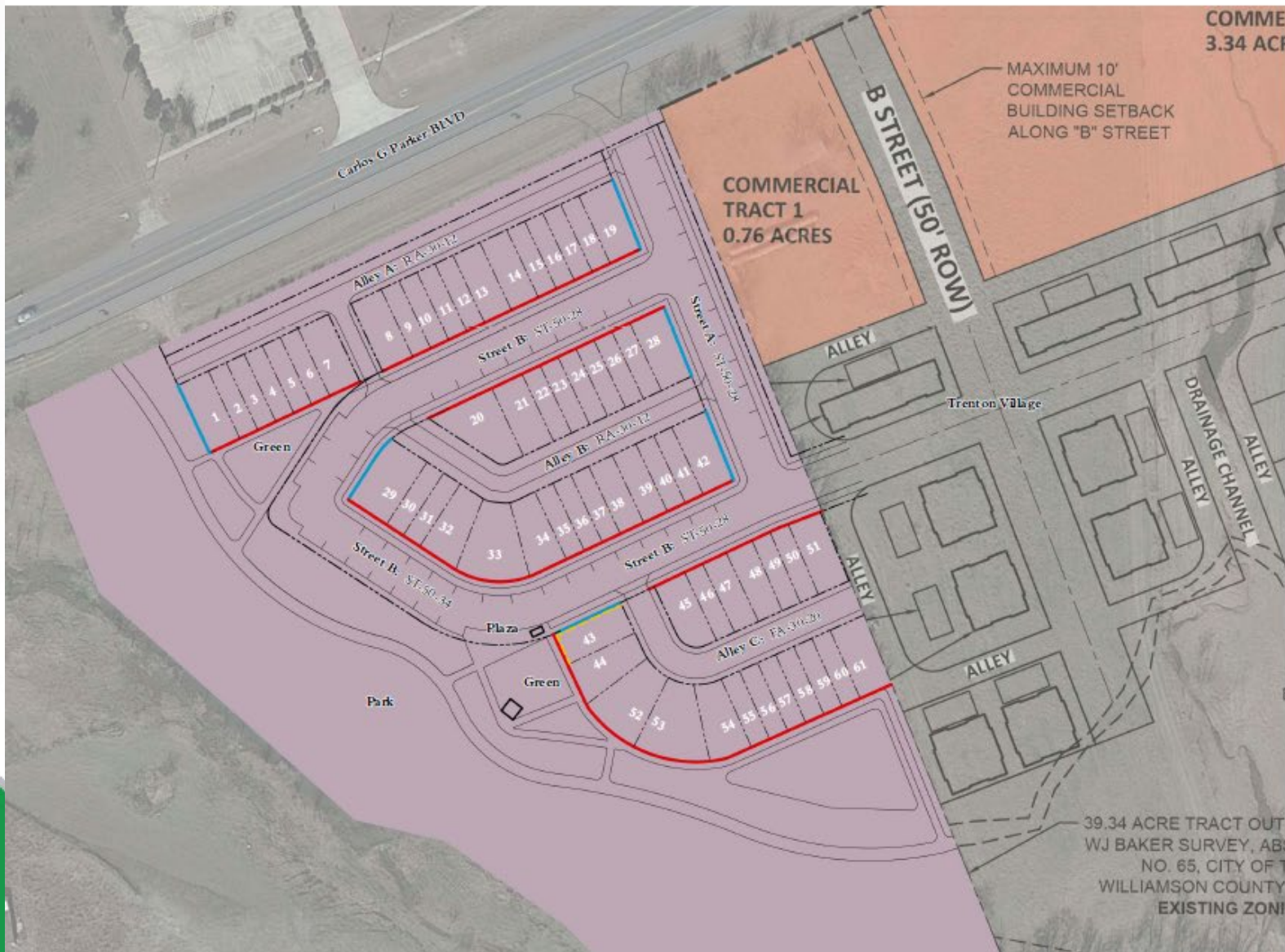
The Infill represent existing developed areas that have access to existing streets and utility infrastructure.

(Page 76)

Current Zoning Map



Regulating Plan: Transects



Key

- T4: Neighborhood General Zone
- St. #: X-#-# Thoroughfare Number & Type (*See Thoroughfare Types*)
- ROW
- Lot Line
- Primary Frontage
- Secondary Frontage
- Potential Commercial Frontage

Plan Notes

1. Street A is intended to connect to Carlos G. Parker Blvd., with the exact location of the connection and other required improvements to be coordinated with the Texas Department of Transportation (TxDOT).
2. Street B and the trail in the greenway are intended to connect to the property to the east, with the exact location of the connection to be coordinated with the adjacent property owner.
3. Alley A along Carlos G. Parker Blvd. shall be screened with overstory trees, living fence, fence, wall, or combination thereof that is a minimum of 8 feet in height and has 2-foot by 2-foot masonry piers every 8 feet.
4. The exact locations of alleys adjacent to other properties are to be determined at the preliminary plat phase, with coordination from the adjacent property owner(s).
5. The plaza south of Street B is intended as a paved Civic Space. Parking and the planting strip are omitted on the adjoining side of the street to create a clear view into the Green at the bend in the street (*see Civic Space Types*).

Transects



A Typical Rural to Urban Transect, with Transect Zones

T4 Neighborhood General Zone

R-1 (Single-Family) with RPD
(Residential Planned Development)

Proposed Master Plan & Program



MASTER PLAN KEY

- Property Line
- R.O.W. Line
- Property Lines
- Paved Multi-use Trails
- 100-year Floodplain
- Proposed Stormwater Pond
- Green Space
- Private Lot
- 16' Townhouse
- 22' Townhouse or Detached House
- Civic Structure

PROGRAM

Applicant's Proposal

20' Townhouses	60 Units
Total	60 Units

Assumptions

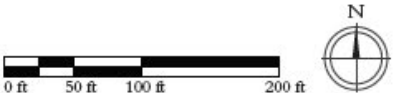
Townhouse Lot Size (2-Car Garage)	22' x 60'
Townhouse Lot Size (1-Car Garage)	16' x 60'
Detached House Lot Size	27' x 60'
Parking	2 Spaces / Unit

Alternate Proposal

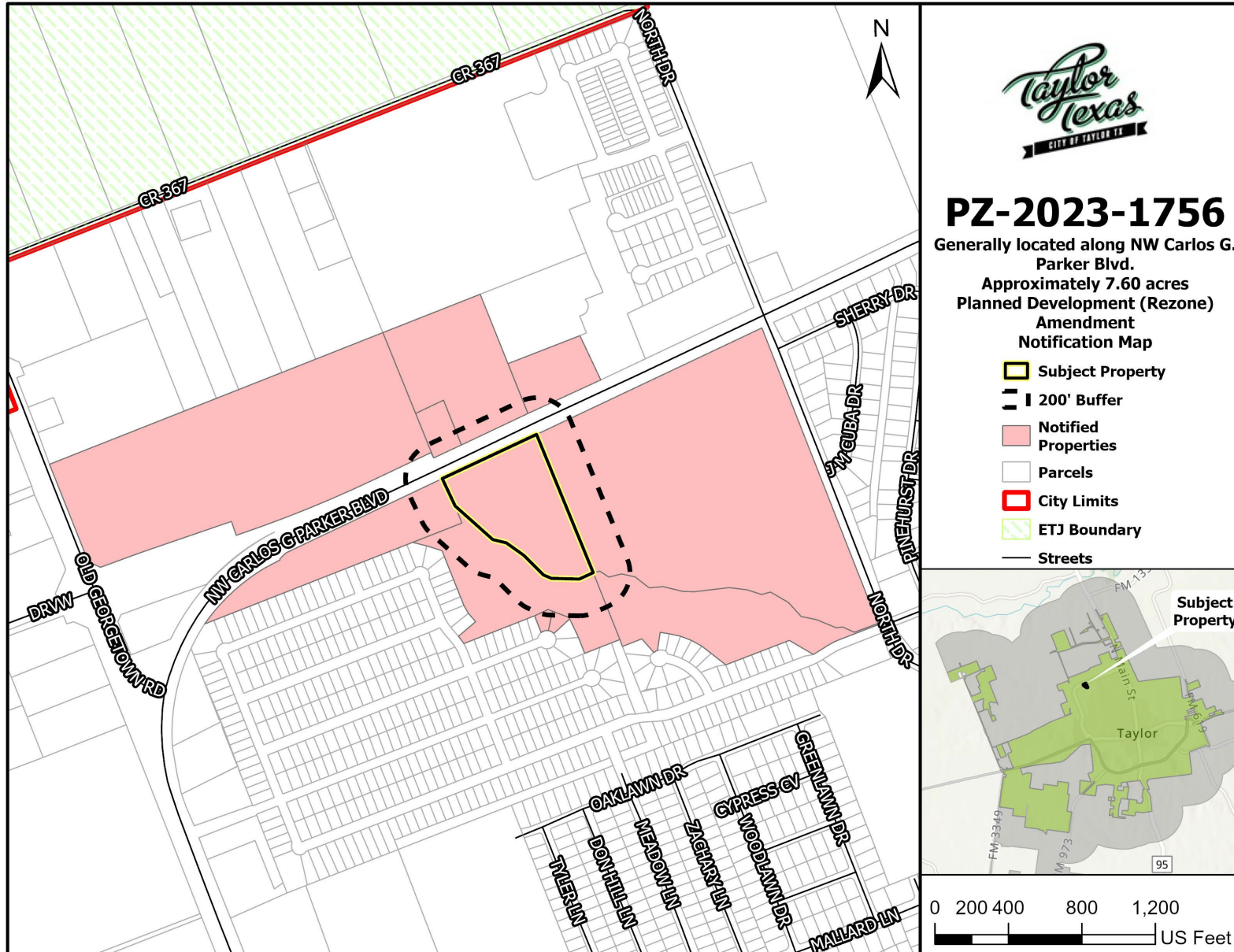
22' Detached Houses	2 Units
22' Townhouses	20 Units
16' Townhouses	39 Units
Total	61 Units
Difference	+1 Unit

Parking

Parking in Garages (on Private Lots)	78 Spaces
Parking on Pads (on Private Lots)	6 Spaces
Parking on Street	45 Spaces
Total Provided	123 Spaces
Total Required (2/Unit)	122 Spaces
Difference	+1 Space



Notice Area Map



- 13 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

P&Z Recommendation

On September 12, 2023, the Planning and Zoning Commission voted to recommend **Approval** of the proposed Zoning Map Amendment from R-1 (Single-Family Residential) with an RPD overlay (Residential Planned Development) to R-1 (Single-Family Residential) with an RPD overlay (Residential Planned Development) as it remains consistent with the Comprehensive Plan.



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 13

Agenda Title: Consider introducing ordinance 2023-48 amending ordinance 2023-14 and Chapter 14, Article V of the Code of Ordinances of the City of Taylor entitled “Special Events Permits”.

Council Action to be taken: Introduce ordinance

Department Submitted: City Attorney

Staff Contact: Mark Schroeder, City Attorney

1. PURPOSE/DESCRIPTION

This agenda item provides for introduction of an ordinance amending the City’s special events ordinance 2023-14.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

It has been determined to be in the best interests of the City to remove the authority granted to the city manager in the special events ordinance to waive the prohibition against the placement of signage for non-city or city adopted events on city property.

Special events will still be allowed to apply for temporary signage permits on private property.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Eliminates confusion about which events may place signage on city property.	N/A.

4. RECOMMENDATION

Staff recommends introducing the ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

Ordinance introduction – September 28, 2023

Ordinance adoption – October 12, 2023

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

N/A

8. ATTACHMENTS

13a. [Ordinance 2023-48](#)

ORDINANCE NO. 2023-48

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AMENDING CHAPTER 14, ARTICLE V. OF THE CODE OF ORDINANCES OF THE CITY OF TAYLOR ENTITLED “SPECIAL EVENT PERMITS”; INCLUDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Taylor, Texas, adopted ordinance No. 2023-14 establishing regulations and a permitting process for special events in the City of Taylor;

WHEREAS, the purpose of the special events permit policy is to maintain the health, safety and general welfare in the community in a fiscally prudent manner with taxpayers money and allow for economic prosperity for community business owners; and

WHEREAS, it is in the best interest of the City and its residents to establish regulations and a permitting process for certain special events held in the City; and

WHEREAS, it is in the best interest of the City to amend the special events permits to remove the authority of the city manager to waive the prohibition against the placement of signage for non-city or city adopted events on city property.

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 found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. Ordinance No. 2023-14 and Section 14-164 of the Taylor Code of Ordinances is amended so that Section 14-164(d) reads as follows:

(d) The reviewers and/or their respective board or commissions may recommend to the city manager that a special event permit fee or equivalent such as city financial contribution or in-kind services be waived, reduced or combination

thereof for an event that is benefitting or assisting an identified organization that has ties to the city or has either shown a financial inability to pay the fee or other means as set forth herein. Such consideration upon the applicant's request may be considered in accordance with the following criteria:

- (1) The event provides charitable grant(s) or donations directly back to the city or community through proceeds received from the event organizer;
- (2) The event promotes local historical, cultural and arts preservation and restoration and tourism to the community as authorized pursuant to V.T.C.A. Tax Code, Ch. 351;
- (3) The event generates direct or indirect economic development benefit by ways of increase in sales, use and/or hotel occupancy tax revenue;
- (4) The event promotes or furthers any public purpose authorized pursuant to Texas Const. Art. 3, § 52-a, V.T.C.A., Texas Local Government Code Chapter 380, or any other law established for the promotion of economic development in the state.
- (5) The city is required by applicable law to waive the imposition of a fee related to application processing, equipment rental, personnel services, or similar costs which a court of competent jurisdiction has determined must be borne by the taxpayers of the city and not the person or persons causing the cost to the taxpayers.

SECTION 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

SECTION 4. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the Charter of the City of Taylor.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark J. Schroeder, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-48, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2023, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office on this ____ day of _____, 2023.

Dianna McLean
City Clerk



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 14

Agenda Title: **Consider Resolution R23-31 Approving Multiple Use Agreement with TxDOT for License Plate Readers**

Council Action to be taken: Approve Resolution

Department Submitted: Police

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

Police Department is requesting approval of a Resolution to enter into a Multiple Use Agreement with the Texas Department of Transportation (TXDOT) to request a permit for the installation and operation of Automated License Plate Recognition Readers on TxDOT right of ways.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The primary purpose of the Automated License Plate Readers (ALPR) system is to provide a tool for criminal apprehension by Patrol and Criminal Investigations personnel. This tool assists in the detection and apprehension of vehicles and/or persons that are wanted and traveling through the jurisdiction of the Taylor Police Department in a vehicle that has license plates that have been entered either into the National Crime Information Computer, Texas Crime Information Computer or on the Taylor PD ALPR Custom Hotlist. In addition, the ALPR system notifies for both Amber Alerts (endangered children) and Silver Alerts (endangered seniors). The ALPR system can also be utilized by Department Detectives to assist in the development of leads that can eventually identify suspects who have committed crimes within the city.

The purchase of 8 Flock Cameras was approved in the FY23 Use Tax CIP budget. The approved amount was \$24,000 for 8 Flock Cameras that are going to be placed on the gateways to/from Taylor. The project total is going to end up being around \$26,000, due to there being an additional fee for the cameras to be placed on TxDOT right of ways.

Police Departments throughout Texas have purchased and installed Flock ALPRs. Local Central Texas Police Departments that have purchased and are utilizing Flock ALPRs include: Round Rock Police Department, Pflugerville Police Department, Williamson County Sheriff's Department, Cedar Park Police Department, Austin Police Department,

Temple Police Department, Buda Police Department, San Marcos Police Department, Bastrop Police Department, Lago Vista Police Department, Pflugerville ISD Police Department, and the Lake Travis ISD Police Department. Agencies that are waiting to have Flock ALPRs installed include Manor Police Department and Kyle Police Department.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Criminal Apprehension of Wanted Felons • Solving of Major Crime • Recovery of Stolen Vehicles • Amber Alerts • Silver Alerts • Missing and Exploited Children	• Purchase Cost • Recurring Annual Cost • Public Misconception

4. RECOMMENDATION

Approve Resolution

5. FUNDING SOURCE

Use Tax CIP

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

Not use TxDOT Right of Way to place cameras.

8. ATTACHMENTS

14a. [Resolution R23-31](#)

14b. [PowerPoint Presentation](#)

14c. [Multiple Use Agreement](#)

RESOLUTION R23-31

A RESOLUTION OF THE CITY COUNCIL OF TAYLOR, TEXAS AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PERMIT THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION (ALPR) CAMERAS IN THE DESIGNATED POINTS WITHIN THE CITY.

WHEREAS, the Taylor Police Department is needing approval to submit a Multiple Use Agreement to the Texas Department of Transportation (TXDOT) to request a permit for the installation and operation of automated license plate recognition (ALPR) cameras on: #01 E. 4th St. (WB), #02 S. Main St. (NB), #03 W. 2nd St. (EB), #04 N. Main St. (SB), #05 N. Main St. (NB), #06 W. 2nd St. (WB), #07 E. 4th St. (EB), #08 S. Main St. (SB); and

WHEREAS, the City Council authorizes the execution of a Multiple Use Agreement with TXDOT for the purposes provided above.

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

THAT the City Council of Taylor, Texas authorizes the City Manager, or his designee, to enter into a Multiple Use Agreement with TXDOT, which will permit the installation of ALPR cameras on: #01 E. 4th St. (WB), #02 S. Main St. (NB), #03 W. 2nd St. (EB), #04 N. Main St. (SB), #05 N. Main St. (NB), #06 W. 2nd St. (WB), #07 E. 4th St. (EB), #08 S. Main St. (SB).

Passed and approved this 28th day of September 2023.

Brandt Rydell
Mayor

Attest:

Dianna McLean
City Clerk

Automated License Plate Recognition Readers

Taylor Police Department

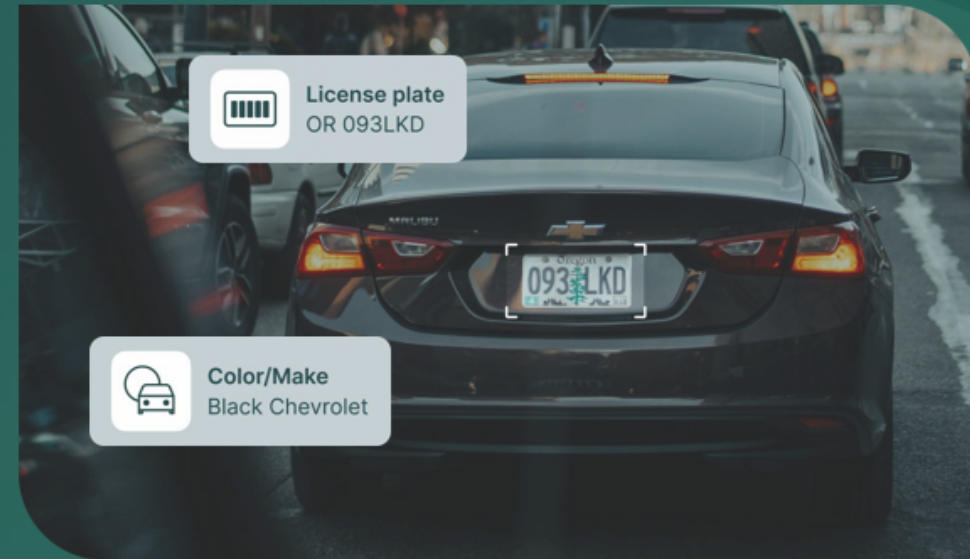


- Requesting approval of a Resolution.
- To enter into a Multiple Use Agreement with the Texas Department of Transportation (TXDOT).
- To request a permit for the installation and operation of Automated License Plate Recognition Readers on 8 TxDOT right-of-ways in Taylor.

flock safety

When you get Flock you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full-service deployment.



24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists



Ethically Made

- No people
- No facial recognition
- No traffic enforcement
- Indiscriminate evidence

flock safety

What this IS

- License plate recognition
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

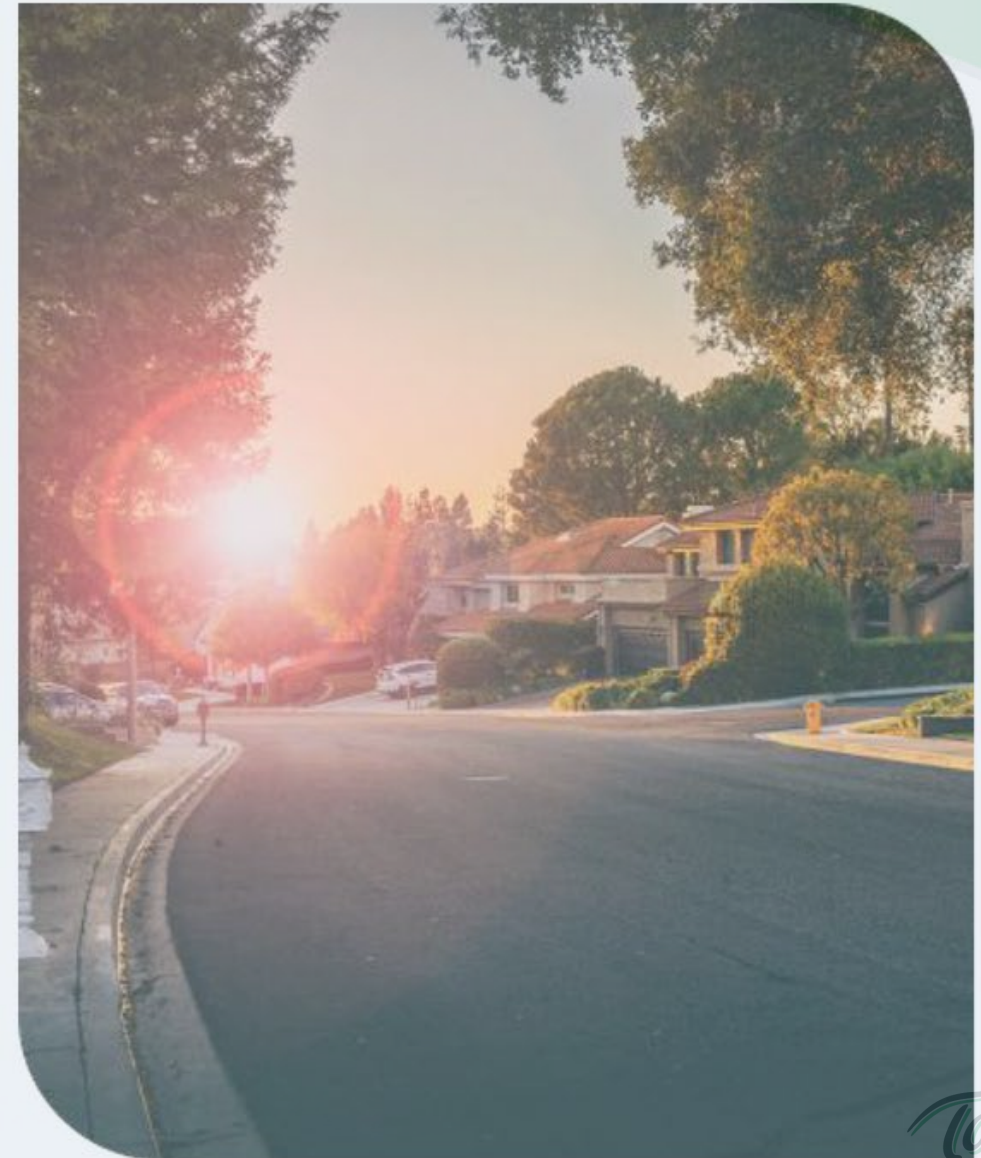
What this is NOT

- Not facial recognition
- **Not tied to Personal Identifiable Information**
- Not used for traffic enforcement
- **Data not stored beyond 30 days** → *automatically deletes every 30 days*

How does this technology prevent and eliminate crime?

- **Proactive:** Real time Alerts when stolen or wanted vehicles enter your city
- **Investigative:** As clearance Rates increase, crime rates decrease
- Flock cameras serve as a **deterrent**

flock safety



flock safety

Protecting Privacy

- **Footage owned by Agency/City and will never be sold or shared by Flock**
- 30 day data retention, then deleted
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- **Takes human bias out of crime-solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)**
- **All data is stored securely in the AWS Cloud, and end to end encryption of all data**
- **Search reason is required for audit trail**
- NOT facial recognition software
- NOT predictive policing
- NO PII is contained in Flock
- **NOT used for traffic enforcement**
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- Transparency Portal (optional)

Flock Safety In Texas

Plus, many more
commercial and
private customers

Houston PD
Fort Worth PD
Dallas PD
Houston Housing Authority
Arlington PD
Houston Public Works
Sugar Land PD
Plano PD
Harris Co. Pct. 2
Commissioner
Lewisville PD
Forney PD
Uptown Houston
Management District
Baytown PD
Fulshear PD
City of Webster
Conroe PD
Prosper PD
Grand Prairie PD
Garland PD
Harris County WCID 110

Jersey Village PD
League City PD
Ector County Environmental
Enforcement
Pasadena PD
Southwest Management District
Stafford PD
Austin PD
Hobby Area Management
District
Windmill Farms MUD
Round Rock PD
Missouri City PD
Pearland PD
Kaufman County SO
Odessa PD
Bellaire PD
Travis Ranch Marina In
Fort Bend County SO
Pflugerville PD
Memorial Management District

Katy PD
Texas City PD
Jacinto City PD
Providence Village
Alvin PD
Memorial Villages PD
Williamson Co. SO
Houston Metro Transit Authority
San Antonio PD
Spring Valley Village PD
Harris County SO Axon
Fort Bend Riverstone Mud
Harris County WCID No. 96
Northlake PD
Bryan PD
Granbury PD
Irving PD
Rosenberg PD
Reeves County SO
North Richland Hills PD
Mont Belvieu PD
Midland PD

Clear Brook City MUD
Dickinson PD
Friendswood PD
Rowlett PD
Mansfield PD
Midland County DA
Gulfton Area Municipal
Management District
Harris Fort Bend Counties
MUD No. 1
Town of Bartonville
Brays Oaks Management
District
Cedar Park PD
Temple PD
International Management
District
Ector County SO
Paris PD
Dallas Fort Worth
International Airport
Wolfforth PD

Local Police Departments that are utilizing Flock ALPRs

- Round Rock Police Department (33 Cameras)
- Pflugerville Police Department (28 Cameras)
- Williamson County Sheriff's Department (25 Cameras)
- Cedar Park Police Department (20 Cameras)
- Austin Police Department
- Temple Police Department
- Buda Police Department
- San Marcos Police Department
- Bastrop Police Department
- Lago Vista Police Department
- Waiting: Manor Police Department, Kyle Police Department.

Other Local Organizations that are Utilizing Flock ALPRs

- Pflugerville ISD Police Department
- Lake Travis ISD Police Department
- 20 Home Owner Associations (HOAs) throughout Central Texas

Pros

- Criminal Apprehension of Wanted Felons
- Solving Major Crimes
- Recovery of Stolen Vehicles
- Locating Children in Amber Alert
- Locating Seniors in Silver Alert
- Locating Missing and Exploited Children

Cons

- Purchase Cost
- Recurring Annual Costs
- Public Misconception



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Taylor _____, hereinafter called City of Taylor _____, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 28 day of September, 2023, the governing body for the City of Taylor entered into Resolution/Ordinance No. _____ Ordinance hereinafter identified by reference, authorizing the City of Taylor's participation in this agreement with the State; and

WHEREAS, the City of Taylor has requested the State to permit the construction, maintenance and operation of a public Flock Safety Cameras on the highway right of way, (ROADWAY Right of Way CONTROL SECTION NO. _____). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of Taylor will enter into agreements with the State for the purpose of determining the respective responsibilities of the City of Taylor and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

City of Taylor will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

City of Taylor shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City of Taylor and found not to comply with ADA or TAS shall be corrected at the entire expense of the- City of Taylor

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City of Taylor. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City of Taylor has failed to comply with these responsibilities, it will perform the necessary work and charge City of Taylor the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City of Taylor shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Taylor shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City of Taylor for the use of the facility under this agreement, the City of Taylor will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City of Taylor must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City of Taylor 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

_____ City of Taylor _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City of Taylor _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City of Taylor _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City of Taylor _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City of Taylor _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE City of Taylor WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2024, THE City of Taylor (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of Taylor. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Taylor shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City of Taylor, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. City of Taylor shall include TxDOT as an additional insured by endorsement in City of Taylor's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Taylor's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City of Taylor shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City of Taylor, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City of Taylor shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City of Taylor must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City of Taylor if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	City of Taylor
Maintenance Division	Police Department
125 East 11th Street	500 S. Main St
Austin, Texas 78701-2483	Taylor, TX 76574

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the _____ on the _____ day of _____, 20_____, and the State on the _____ day of _____, 20_____.

STATE OF TEXAS

(Name of other party)

By: _____
Signature

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Printed Name

By: _____
Director, Maintenance Division

Title

Printed Name

City of Taylor
Agency

Date

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 15

Agenda Title: Consider approving quote from Ryan Sanders Sports Turf Services for work on fifteen city owned athletic fields and discuss possible funding source.

Council Action to be taken: Approve the quote from Ryan Sanders Sports Turf Services for work on fifteen city owned athletic fields and allocate Samsung Quality of Life funds to fund the project.

Department Submitted: Parks and Recreation

Staff Contact: Tyler Bybee, Parks and Recreation Director

1. PURPOSE/DESCRIPTION

Approve the quote from Ryan Sanders Sports Turf Services for work on fifteen city owned athletic fields and allocate Samsung Quality of Life funds to fund the project.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

There is a defined need to improve the infield playing surface on a variety of baseball and softball fields within the city. The proposed quote would provide essentially new infields on all ten baseball/softball fields at Taylor Regional Park, Mallard Field, two fields at Bull Branch Park, Rotary Field and Robinson Park.

The fields at Taylor Regional Park have issues with chemistry of the soil and low areas needing substantial amounts of dirt. Many years of adding field drying agent to the fields to get tournaments played has left the fields susceptible to being unplayable with small amounts of rainfall. The proposed process should remedy this issue and increase drainage allowing tournaments to be play, providing revenue to the city in tournament fees and sales tax dollars spent by visitors.

The intercity fields see a lot of use and need many improvements, and this process will provide an exceptional playing surface for our local players.

Staff requested assistance from Ryan Sanders Sports Turf with these infield improvements. Ryan Sanders is an industry leader in sports field maintenance and has a proven history of high performance. The quote includes the following:

- Measure and Mark all Fifteen (15) fields to proper distances and dimensions.
- Edge/Sod Cut all fields.
- Roto-Till all fields, two directions.
- Add 22yds of RS3 Premium Infield Mix to each field.

- Laser Grade all infields.
- Add mound clay to all mounds and batters/catcher's boxes on all fields.
- Nail and float all fields.
- Add NR34 Blue Label Infield Conditioner to all fields, and drag in.

Staff is recommending using Samsung Quality of Life Funds to fund the field improvements in an amount of \$103,500, with a total project budget of \$115,000 to cover any material shortages, change orders and possible irrigation needs that could arise during the work. The 2022 and 2023 Quality of Life funds were previously earmarked for the repair of Heritage Splash Pad. With the cost increased of the splash pad project, and the funding source being future debt issuance, staff is recommending the reallocation toward the field maintenance project.

The quote from Ryan Sanders is under their Buyboard Cooperative Contract and meets the Purchasing Policy Requirements for the City of Taylor.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Drastically improved infield playing surface on 15 city owned baseball and softball fields. • Increase playability and rain threshold at Taylor Regional Park allowing for more revenue generation.	• There are many quality of life needs in the community, and only a set number of funds.

4. RECOMMENDATION

Staff recommends approving the quote from Ryan Sanders Sports Turf Services for work on fifteen city owned athletic fields and allocate Samsung Quality of Life funds to fund the project.

5. FUNDING SOURCE

Samsung Quality of Life Funds

6. TIMELINE

Work to be completed over the winter in time for Spring season and will not impact planned activities.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

15a. [PowerPoint presentation](#)

15b. [Quote](#)

Consider approving quote from Ryan Sanders Sports Turf Services for work on Ballfields

City Council Meeting Presentation
September 28th, 2023

Infield Dirt Improvements

- There is a defined need to improve the infield playing surface on a variety of baseball and softball fields within the city. The proposed quote would provide essentially new infields on all ten baseball/softball fields at Taylor Regional Park, Mallard Field, two fields at Bull Branch Park, Rotary Field and Robinson Park.
- The fields at Taylor Regional Park have issues with chemistry of the soil and low areas needing substantial amounts of dirt. Many years of adding field drying agent to the fields to get tournaments played has left the fields susceptible to being unplayable with small amounts of rainfall. The proposed process should remedy this issue and increase drainage allowing tournaments to be play, providing revenue to the city in tournament fees and sales tax dollars spent by visitors.



Ryan Sanders Sports Turf Services

- Ryan Sanders Sports Turf is an Industry leader in sports field maintenance, with a decade of proven work. Their team's savviness is unparalleled, and their craftsmanship is considered to be the best in the business.



Scope

- Measure and Mark all Fifteen (15) fields to proper distances and dimensions.
- Edge/Sod Cut all fields.
- Roto-Till all fields, two directions.
- Add 22yds of RS3 Premium Infield Mix to each field.
- Laser Grade all infields.
- Add mound clay to all mounds and batters/catcher's boxes on all fields.
- Nail and float all fields.
- Add NR34 Blue Label Infield Conditioner to all fields, and drag in.

Financials

- Staff is recommending using Samsung Quality of Life Funds to fund the field improvements in an amount of \$103,500, with a total project budget of \$115,000 to cover any material shortages, change orders and possible irrigation needs that could arise during the work. The 2022 and 2023 Quality of Life funds were previously earmarked for the repair of Heritage Splash Pad. With the cost increased of the splash pad project, and the funding source being future debt issuance, staff is recommending the reallocation toward the field maintenance project.
- This quote is under Ryan Sanders “Buyboard Purchasing Cooperative Contract” and meets the requirements of the City of Taylor Purchasing Policy.

Questions??



ESTIMATE/BID AGREEMENT #2106
Buy Board #: 641-21

On this date, August 31, 2023, Ryan Sanders Sports Services, LLC, as Ryan Sanders Sports Turf Services, an independent contractor, with its primary place of business located at 3400 East Palm Valley Boulevard, Round Rock, Texas 78665 ("Contractor"), submits this estimate/bid agreement (this "Agreement") to:

Owner: City of Taylor Parks & Recreation (herein "Owner/Operator")
Address: 1412 Davis St.
Taylor, TX 76574
Contact: Betsy Schultz- Superintendent
(512) 309-6267
Betsy.schultz@taylortx.gov

PROPRIETARY/CONFIDENTIAL INFORMATION – This Agreement and the commercial transaction it references replaces all other previously submitted estimates or bids and related information. The below information related to the scope of work or services to be provided by Contractor for Owner/Operator and the amounts to be paid by Owner/Operator to Contractor are confidential and proprietary. The transfer, copying and use of the descriptions and pricing by Owner/Operator with parties other than Owner/Operator or its employees may not be made without the expressed written consent of Contractor. All information in this proposal is subject to the terms and conditions described below.

SCOPE – Contractor shall provide the following groundskeeping and sports turf maintenance or services for Taylor Regional Sports Parks & Sports Complex located at 210 Carlos G. Parker Blvd. Taylor, TX 76574 and Five (5) additional Baseball/Softball Fields located in Taylor, Texas (the "Project"):

- Measure and Mark all Fifteen (15) fields to proper distances and dimensions.
- Edge/Sod Cut all fields.
- Remove and stage spoils on site.
- Roto-Till all fields, two directions.
- Add 22yd3 of RS3 Premium Infield Mix to each field.
- Laser Grade all infields.
- Add mound clay to batter's boxes and catcher's boxes on all baseball fields (mounds on softball fields, included)
- Nail and float all fields.
- Add NR34 Blue Label Infield Conditioner to all fields, and drag in.

RS3 Turf will take full responsibility and fix any damages to parking lot and/or sidewalks. RS3 Turf will keep parking lot area and sidewalks clean throughout the job.

Estimated completion time of the Project is Twenty (20) regular working days. The commencement and completion of the work described herein shall be subject to weather or grounds conditions and per the payment terms described below. Said completion of work shall include appropriate clean-up of materials resulting from Contractor's work.

Owner/Operator will provide the following:

- Mark all irrigation heads and valves.
- Access to Restrooms.
- Area to stage equipment and materials.
- Area to dispose spoils

Owner/Operator will also provide access to utilities such as electricity and potable water as needed, in addition to property information, detailed plans, renderings or drawings, if any. For best results, the Owner/Operator will ensure all personal and private property and other material is cleared and removed.

Additional specifications and details may be attached as an addendum to this Agreement. Contractor shall furnish all labor, material, skill and equipment necessary or required to perform all the work for the Project as described.

COST – In consideration for services rendered and the deployment of Contractor resources for the execution of its duties described herein this Agreement, upon the below Approval, Owner/Operator shall remit to Contractor the full cost of One Hundred Three Thousand Five Hundred Dollars (\$103,500.00 US), plus any applicable state and local taxes.

Owner must submit a copy of bona fide tax-exempt confirmation documentation upon the execution of this Agreement, if applicable. Per statutes of the State of Texas, failure to provide sufficient tax-exempt confirmation may result in taxes being applied.

VALID FOR THIRTY (30) DAYS. Time is of the essence in this Agreement. Owner/Operator understands the information contained herein may expire and or be revoked after 30 days from the above date unless executed into an Agreement by authorized signature below.

PAYMENT TERMS – An initial down payment equal to Twenty-Five Percent (25%) of the total Cost Due is due and payable upon the execution of this Agreement. Project performance scheduling may be delayed until the initial down payment is made and may result in delays in its completion due to overlapping or conflicting Contractor commitments. Owner's/Operator's right to rescind this Agreement shall terminate upon the receipt of the initial down payment and the final scheduling for the Project. For projects requiring more than fifteen (15) days for completion, work-in-progress installments will be based on the outstanding balance and presented on a Schedule of Values mutually agreed upon. The installments will be due within ten (10) days of the billing date. A final installment of the Cost Due will be billed upon the commencement of the last week of the expected Project completion and shall be due in full on the day of the substantial completion of the Project as determined by the Contractor. Owner/Operator understands work may be halted due to delays in payments. **Checks may be payable to Ryan Sanders Sports Services, LLC., or ACH information can be provided upon request.** Non-sufficient funds or declined credit cards will result in additional fees being charged.

FIRM SCOPE AND PRICING – Both parties agree that Costs are firm within the context of the Scope described herein for services. Only work specified within the descriptions herein is agreed to be completed by Contractor. Any work not indicated in the plans or specifications, that must be added, repaired, or replaced because of hidden, concealed, or changed conditions, or that is required for compliance with building codes or other regulations, shall result in a change order, and shall be paid for in full by the Owner/Operator, subject to the terms and conditions of this Agreement. Performance schedules shall be determined upon proper execution of this Agreement. All change orders and/or additional billable expenses or work, including agreed upon allowances, associated with variations to the Scope described herein ("Extras") are to be determined and added to the Cost, including applicable taxes, as necessary and shall become part of this Agreement, under the same terms described herein. Contractor further agrees to give notice to Owner/Operator of all claims for Extras, for requests of extensions of time and for damages for delays or otherwise, promptly and in accordance herein this Agreement.

Contractor acknowledges and agrees that any change orders for Extras must be consented to in writing by Owner/Operator. An e-mail approval may serve as adequate confirmation of said approval, such approval becoming binding and therefore billable to Owner/Operator.

Contractor makes no additional warranty, guarantee, or any other assurances, other than those provided by manufacturers, suppliers or vendors of products and/or services. Contractor shall furnish all labor, material, skill and equipment necessary or required to perform all the work in a workmanlike manner for the Project as described. Although it reserves at all times the right to utilize specialized methods, information, or equipment to perform its duties herein, Contractor shall use the degree of skill, efficiency, and knowledge that is possessed by those of ordinary competency and standing in its trade. Contractor shall make the final determination as to the quality of work done and Owner/Operator may not for any reason withhold payments based on its determination of quality of work. At no fault of, or in any way the liability of, the Contractor, Owner/Operator understands that the outdoor nature of the projects lends itself to exposure to conditions that diminish or deteriorate results, to include but not limited to adverse or inclement weather, subsequent wear and tear or use before proper curing, or improper upkeep or maintenance after work described herein is completed. Contractor shall not bear responsibility for such conditions or results.

SUPERVISORY EMPLOYEES – Owner acknowledges that Contractor has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information which is proprietary and unique to Contractor's manner of conducting its business and that such information is available, on a confidential basis, to Contractor's supervisory employees. Therefore, Owner agrees that supervisory employees of Contractor will neither be hired by Owner or any Affiliate of Owner for the term of this Agreement and one (1) year thereafter, nor will Owner permit supervisory employees of Contractor to be employed on Owner's premises or on the premises of any Affiliate of Owner for a period of one (1) year subsequent to the termination of this Agreement (unless such employees were formerly employees of Owner), whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider. For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services at the Locations at any time during the one (1) year period immediately preceding termination of the Agreement.

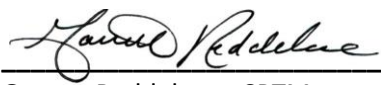
In addition, Owner agrees that if it violates the conditions set forth in the immediate preceding paragraph, then Owner shall pay to Contractor and Contractor shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two (2) times the annual salary of the Contractor supervisory employee hired by or allowed to work for Owner in violation of the terms of this Agreement.

INDEMNIFICATION – The Owner/Operator shall defend, indemnify and hold the Contractor, its officers, officials, employees, subcontractors, and volunteers harmless from all claims, injuries, damages, losses or suits including attorney fees, arising out of or about the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Contractor. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold the Owner/Operator, its officers, officials, employees and volunteers harmless from any and all claims, liens, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Owner/Operator.

GOVERNING LAW – This Agreement shall not be modified except in writing signed by both Owner/Operator and Contractor and shall be construed and governed by the laws of the State of Texas.

~Signature Page Follows~

This Offer for services, under the terms and conditions described and in exchange for payments and terms defined herein this Agreement, is hereby submitted to Owner/Operator on behalf of Contractor by:



Garrett Reddehase, CPTM
As its President, Turf Operations

As an authorized representative with the legal capacity to do so, and with the intent to be legally bound by contract and therefore promising to pay Contractor for its services as described herein this Agreement, Offer is hereby acknowledged, immediately accepted and Approved for Owner/Operator by:

Signature

Name Title Date



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 16

Agenda Title: **Consider issuing a Request for Qualifications for a Wellness/Recreation Center feasibility study/needs assessment and discuss a possible funding source.**

Council Action to be taken: Approve issuing an Request for Qualifications for a Wellness/Recreation Center feasibility study and allocated Samsung Quality of Life funds to fund the study.

Department Submitted: Parks and Recreation

Staff Contact: Tyler Bybee, Parks and Recreation Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider issuing a Request for Qualifications for a Wellness/Recreation Center feasibility study/needs assessment and discuss possible funding source.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The need for an indoor recreation facility has been an identified community need as early as 2004. In 2010, the City of Taylor went out for a bond election to construct a recreation facility to be operated by the YMCA and the election failed. Staff believes that the need for this type of facility has grown exponentially since 2010 and recommends this study to reengage the community in this discussion.

As a rapidly growing community engaging in exercise a feasibility/user assessment for an indoor space to help meet the health, education and wellness needs is a logical/needed exercise. In 2022, the St. David's foundation held a community meeting/board meeting focusing on the health/wellness needs of Taylor/greater Eastern Williamson County, with dozens of county, municipal and non-profit organizations represented. One major take away from the meeting was the lack of and need for a large community space for residents to improve their physical and mental well-being.

In 2023 the Parks and Recreation department began a wide array of programs for the residents. The attendance and support for these programs have been overwhelming. This is all being done with very little usable indoor recreation space. Also, in 2023 University of Texas Architecture Graduate School students created seven different concepts of a Wellness Center.

The feasibility/use assessment could include the following components: demographics and trends analysis, local recreation facility and program analysis, stakeholder/focus group interviews, community survey, needs assessment and preliminary cost estimates, operating pro forma, funding options analysis and concept plan development.

The Parks and Recreation Advisory board is supportive of engaging in this process.

Staff is recommending using Samsung Quality of Life Funds to fund the study in an amount not to exceed \$100,000. The 2022 and 2023 Quality of Life funds were previously earmarked for the repair of Heritage Splash Pad. With the cost increased of the splash pad project, and the funding source being future debt issuance, staff is recommending the reallocation toward the feasibility study.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Feasibility/use assessment will provide up to date information on a wide variety of area dealing with the community wellness needs and feasibility of building and operating a Wellness/Recreation Center • Will engage possible funding stakeholders	• No clear funding source for facility construction/operation yet defined.

4. RECOMMENDATION

Staff recommends approving the issuance of a Request for Qualifications for a Wellness/Recreation Center feasibility study/needs assessment and allocating Samsung Quality of Life Funds to execute the study/assessment.

5. FUNDING SOURCE

Samsung Quality of Life Funds- \$100,000

6. TIMELINE

Estimated 6-month timeline to final completion from consultant selection.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

NA



City Council Meeting September 28, 2023 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 17

Agenda Title: **Consideration of a reservation agreement with EPCOR**

Council Action to be taken: Council consideration

Department Submitted: City Manager

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

Consider approval of a 30-day reservation agreement.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

An original 30-day agreement under the purchasing authority of the City Manager at \$49,999 was entered into on Sept 1 through Sept 30 in order to take a separate water source off the market in order for the City and EPCOR to exclusively negotiate an agreement.

Staff is needing Council to consider any additional reservation time due to the cumulative cost amount exceeding \$50,000 thus needing Council approval. More time is needed to bring in BRA to consider in their consideration. The City is partnering with BRA since BRA is the primary water provider to assist with the feasibility and affordability in blending an additional separate source of water and to provide certainty with the city's water supply for future planning purposes.

BRA will need Board approval too for any cost participation for any continuation of the reservation. City feels an additional 30-day time frame is needed for each entity's Council and Board to convene and take necessary action.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Additional source for long term solutions	• Non-reimbursable expenditure to take water off the market

4. RECOMMENDATION

City is requesting Council to consider an additional 30-day reservation agreement through Oct 31.

5. FUNDING SOURCE

Funding will come from enterprise fund balance. The City will be requesting cost participation from the EDC to offset some of the cost burden.

6. TIMELINE

Agreements are good for 30 days which started September 1 through Oct 31 totaling 60 days. First agreement was entered into Sept 1, and staff is requesting Council to consider a second agreement for an additional 30 days starting on Oct 1.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

17a. Groundwater Reservation agreement
 17b. 2nd Groundwater Reservation agreement

GROUNDWATER RESERVATION AGREEMENT

This GROUNDWATER RESERVATION AGREEMENT (“**Agreement**”) is made and entered into effective as of September 1, 2023 (the “**Effective Date**”), by and between THE CITY OF TAYLOR, a Texas home rule municipality (“**City**”), and EPCOR 130 PROJECT INC., a Texas corporation (“**EPCOR**”). The City and EPCOR are referred to herein together as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, City has identified a need for a potable water supply of at least four and a half (4.5) million gallons per day (“**MGD**”) to be made available at one or more points of delivery located in Williamson County, Texas (collectively, the “**Point of Delivery**”);

WHEREAS, EPCOR operates a large-scale water supply infrastructure in Texas known as the 130 Project (“the **Project**”);

WHEREAS, EPCOR currently has at least 4.5 MGD of available groundwater in its Project permitted for Municipal and Public Water Supply use and for Transport to the Point of Delivery (the “**Groundwater Source**”);

WHEREAS, EPCOR and its affiliates have the financial, operational and technical capacity to design, build, finance, own and operate facilities to produce, treat, and transport water from the Groundwater Source to the Point of Delivery (the “**Project Infrastructure**”);

WHEREAS, the Parties contemplate negotiating to determine whether and upon what terms and with what infrastructure it would be in their mutual interests to enter into a definitive agreement under which EPCOR would make available to City wholesale water supply on a long-term basis (the “**Water Supply Agreement**”); and

WHEREAS, City wishes to reserve all or a portion of EPCOR’s existing permitted groundwater rights from the Groundwater Source while the Parties negotiate respecting the scope of the Project Infrastructure and the terms of the Water Supply Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Reservation of Groundwater.**

- a. **Reserved Water.** In consideration of the payment of the Reservation Fee (defined below), EPCOR hereby reserves for City four and a half (4.5) MGD (which is equal to 5,041 acre-feet per year) of EPCOR's existing permitted groundwater rights from the Groundwater Source (the "**Reserved Water**"). For the duration of the Term (defined below) of this Agreement, or until such time as this Agreement is earlier terminated, EPCOR will hold the Reserved Water for City's benefit and not sell or commit the Reserved Water to others. Notwithstanding the foregoing, EPCOR may sell the Reserved Water to third parties for short duration periods not exceeding six (6) months and such sales will not reduce any Reservations Fee payable under this Agreement.
- b. **Reservation Fee.** The cost for reserving the Reserved Water for the Term (the "**Reservation Fee**") is \$49,999.00.
- c. **Invoice and Payment.** EPCOR shall invoice the City, and the City shall pay EPCOR the entire Reservation Fee within fifteen (15) days of the Effective Date.
- d. **Characterization of the Reservation Fee.** The Parties acknowledge and agree this Agreement and EPCOR's reservation of Reserved Water and the City's payment of the Reservation Fee is not an order for delivery of water, nor an offer or obligation to purchase or sell water, and this Agreement is not a water sale agreement. The Parties acknowledge and agree that the Reservation Fees payable hereunder are not water sale payments.

2. **Term and Termination.** This Agreement is effective on the Effective Date and shall continue through September 30, 2023 (the "**Term**"). In the event either Party breaches any material terms of this Agreement including the payment of Reservation Fees, and such failure is not cured within ten (10) days following the defaulting Party's receipt of a written notice of default from the non-defaulting party, then the non-defaulting party may terminate this Agreement at any time thereafter by giving a written notice of termination to the defaulting Party. Upon termination in the event of a City default that the City did not cure within the cure period, EPCOR shall keep all Reservation Fees paid by the City prior to the date of termination, and the Parties will have no further obligations to each other.

3. **Costs.** Each Party is responsible for their own expenses incurred under this Agreement.

4. **Representations and Warranties of the Parties.** Each Party represents and warrants to the other that (i) the statements made with respect to the party in the Recitals to this Agreement are true and correct in all material respects, (ii) the party has full requisite power and authority to perform its obligations under this Agreement, (iii) the execution, delivery, and performance of

this Agreement has been duly authorized by all necessary action of the governing body, or board of directors, as applicable, of the party, (iv) this Agreement is a valid and binding obligation of the party enforceable against the party in accordance with its terms, except as the enforceability may be limited by applicable bankruptcy, insolvency or other law affecting creditors' rights generally, and by general equitable principles, and (v) the execution, delivery, and performance of this Agreement by the party does not, and will not result in a material breach, violation, or default under any indenture, mortgage, ordinance, bond resolution, contract, deed of trust, debenture, agreement, or other instrument to which the Party is a party.

5. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier (like FedEx) and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other party as herein provided.

To the City: City of Taylor
Attn: Brian LaBorde, City Manager
City Hall
400 Porter Street
Taylor, Texas 76574
Phone: 512-352-3675
Email: brian.laborde@taylor.tx.gov

To EPCOR: EPCOR 130 Project Inc.
Attn: Michael Irlbeck, Director, Business Development
2355 West Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027
Phone: (512) 851-7565
Email: mirlbeck@epcor.com

With a copy to:

EPCOR 130 Project Inc.
Attn: Thomas Loquvam, General Counsel
2355 West Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027
Email: tloquvam@epcor.com

6. **Effect of Agreement.** This Agreement, together with the NDA, comprises the Parties' entire agreement with respect to the subject matter herein contained. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their respective affiliates, legal representatives, successors and assigns.
7. **No Partnership.** Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Neither Party's officers nor employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other Party for any purpose. Each Party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other Party. Neither Party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other Party.
8. **No Third Party Benefit.** This Agreement is solely for the benefit of the Parties, and no causes of action shall accrue upon, out of or by reason of this Agreement to or for the benefit of any third party.
9. **Governing Law; Jury Waiver.** This Agreement is entered into in and shall be governed in all respects by the laws of the State of Texas. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR MATTERS RELATED THERETO.
10. **Remedies.** Both Parties agree that remedies at law may be inadequate to protect against breach of this Agreement, and hereby agree that either Party may seek injunctive relief without proof of actual damages, and without the filing or posting of any bond or surety, in addition to any other remedies available at law or in equity. In the event either Party initiates a legal proceeding for the enforcement of this Agreement, the prevailing Party in the proceeding shall be entitled to recovery of its court costs and reasonable attorneys' fees and expenses incurred in connection with such action from the non-prevailing Party, as determined by the court.
11. **Counterparts.** The Parties may execute this Agreement in counterparts, all of which when taken together shall comprise one agreement, and each counterpart, when executed, shall have the efficacy of a signed original. Signatures for this Agreement and/or any of the transaction documents contemplated herein that are transmitted electronically or by facsimile, including emailed PDF signatures, shall be valid as originals.

12. **Recitals.** The above recitals are hereby deemed true and correct and are incorporated herein by this reference.

13. **Limitation on Assignment.** Except as expressly provided otherwise, below, neither Party may assign this Agreement or any right or obligation under this Agreement without first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld. Without obtaining the written consent of City, EPCOR may assign its rights, in whole or in part, under this Agreement to any affiliate or subsidiary of EPCOR or EPCOR USA, Inc. or its parent companies. Following such assignment, EPCOR shall provide written notice to City of the assignment.

14. **Disclosures, Representations, and Verifications Required by Texas Law.**

a. **HB 1295 Compliance.** To the extent this Agreement meets the qualifications of Section 2252.908(b) of the Texas Government Code, EPCOR will comply with Section 2252.908 of the Texas Government Code, which requires EPCOR to fill out a conflict of interest form (“Disclosure of Interested Parties”) and file it with the City at the time the signed Agreement is submitted to the City. The City then files it with the Texas Ethics Commission. For further information please go to the Texas Ethics Commission website via the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

b. **No Boycott of Israel.** To the extent this Agreement constitutes an Agreement for goods or services for which a written verification is required under Texas law, EPCOR hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel (“Israel”) and EPCOR represents that it will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. EPCOR understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

c. **EPCOR is not a Terrorist Organization.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, EPCOR represents that neither it nor any of its parent

company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes EPCOR 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. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

- d. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes an Agreement for goods or services for which a written verification is required under Texas law, EPCOR hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and EPCOR represents that it will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001(1), Texas Government Code. EPCOR understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.
- e. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes an agreement for the purchase of goods or services for which a written verification is required under Texas law , EPCOR 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 EPCOR represents that it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by Senate Bill 19). EPCOR understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

- 15. City payment obligations subject to budgeting and appropriation of funds.** The City’s obligations to make payment pursuant to this Agreement is subject to budgeting and appropriation of funds by the City Council provided the terms of Section 2 above still apply if there is no appropriation of funds by the City Council.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above below.

CITY:

THE CITY OF TAYLOR,
a Texas home-rule municipal corporation

B. LaBorde
Brian LaBorde, City Manager

September 1, 2023

ATTEST:

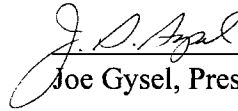
Dianna McLean
Dianna McLean, City Secretary

APPROVED AS TO FORM:

Mark Schroeder
Mark Schroeder, City Attorney

EPCOR:

EPCOR 130 PROJECT INC.,
a Texas corporation



Joe Gysel, President

September 05, 2023



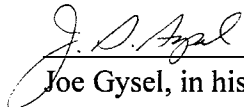
Greg Barber, Treasurer

September 05, 2023

VERIFICATION DECLARATION

To the extent the Groundwater Reservation Agreement ("Agreement") to which this Verification Declaration (the "Declaration") is attached constitutes an agreement for the purchase of goods or services for which a written verification is required under Texas law, the undersigned declarant, based on his actual personal knowledge as of the date of this Declaration, hereby verifies, swears to and declares the truth of the verifications made by EPCOR in sections 17b, 17d, and 17e of the attached Agreement. This Declaration is intended to be deemed a part of the Agreement.

Dated: September 5, 2023



Joe Gysel, in his capacity as President of EPCOR
130 PROJECT INC., a Texas corporation

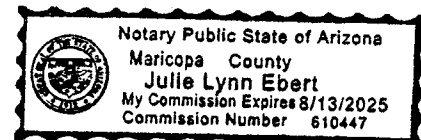
State of Arizona §
County of Maricopa §

On September 5, 2023 personally appeared before me the above-named representative of EPCOR, who was known to or satisfactorily identified to me, and verified and swore to and declared the truth of the verifications in Sections 14b, 14d, and 14e of the attached Agreement.



Notary Public

My commission expires: August 13, 2025



SECOND GROUNDWATER RESERVATION AGREEMENT

This SECOND GROUNDWATER RESERVATION AGREEMENT (“**Agreement**”) is made and entered into effective as of October 1, 2023 (the “**Effective Date**”), by and between THE CITY OF TAYLOR, a Texas home rule municipality (“**City**”), and EPCOR 130 PROJECT INC., a Texas corporation (“**EPCOR**”). The City and EPCOR are referred to herein together as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, City has identified a need for a potable water supply of at least four and a half (4.5) million gallons per day (“**MGD**”) to be made available at one or more points of delivery located in Williamson County, Texas (collectively, the “**Point of Delivery**”);

WHEREAS, EPCOR operates a large-scale water supply infrastructure in Texas known as the 130 Project (“the **Project**”);

WHEREAS, EPCOR currently has at least 4.5 MGD of available groundwater in its Project permitted for Municipal and Public Water Supply use and for Transport to the Point of Delivery (the “**Groundwater Source**”);

WHEREAS, EPCOR and its affiliates have the financial, operational and technical capacity to design, build, finance, own and operate facilities to produce, treat, and transport water from the Groundwater Source to the Point of Delivery (the “**Project Infrastructure**”);

WHEREAS, the Parties contemplate negotiating to determine whether and upon what terms and with what infrastructure it would be in their mutual interests to enter into a definitive agreement under which EPCOR would make available to City wholesale water supply on a long-term basis (the “**Water Supply Agreement**”); and

WHEREAS, City wishes to reserve all or a portion of EPCOR’s existing permitted groundwater rights from the Groundwater Source while the Parties negotiate respecting the scope of the Project Infrastructure and the terms of the Water Supply Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Reservation of Groundwater.**

- a. **Reserved Water.** In consideration of the payment of the Reservation Fee (defined below), EPCOR hereby reserves for City four and a half (4.5) MGD (which is equal to 5,041 acre-feet per year) of EPCOR's existing permitted groundwater rights from the Groundwater Source (the "**Reserved Water**"). For the duration of the Term (defined below) of this Agreement, or until such time as this Agreement is earlier terminated, EPCOR will hold the Reserved Water for City's benefit and not sell or commit the Reserved Water to others. Notwithstanding the foregoing, EPCOR may sell the Reserved Water to third parties for short duration periods not exceeding six (6) months and such sales will not reduce any Reservations Fee payable under this Agreement.
 - b. **Reservation Fee.** The cost for reserving the Reserved Water for the Term (the "**Reservation Fee**") is \$49,999.00.
 - c. **Invoice and Payment.** EPCOR shall invoice the City, and the City shall pay EPCOR the entire Reservation Fee within fifteen (15) days of the Effective Date.
 - d. **Characterization of the Reservation Fee.** The Parties acknowledge and agree this Agreement and EPCOR's reservation of Reserved Water and the City's payment of the Reservation Fee is not an order for delivery of water, nor an offer or obligation to purchase or sell water, and this Agreement is not a water sale agreement. The Parties acknowledge and agree that the Reservation Fees payable hereunder are not water sale payments.
2. **Term and Termination.** This Agreement is effective on the Effective Date and shall continue through October 31, 2023 (the "**Term**"). In the event either Party breaches any material terms of this Agreement including the payment of Reservation Fees, and such failure is not cured within ten (10) days following the defaulting Party's receipt of a written notice of default from the non-defaulting party, then the non-defaulting party may terminate this Agreement at any time thereafter by giving a written notice of termination to the defaulting Party. Upon termination in the event of a City default that the City did not cure within the cure period, EPCOR shall keep all Reservation Fees paid by the City prior to the date of termination, and the Parties will have no further obligations to each other.
3. **Costs.** Each Party is responsible for their own expenses incurred under this Agreement.
4. **Representations and Warranties of the Parties.** Each Party represents and warrants to the other that (i) the statements made with respect to the party in the Recitals to this Agreement are true and correct in all material respects, (ii) the party has full requisite power and authority to perform its obligations under this Agreement, (iii) the execution, delivery, and performance of

this Agreement has been duly authorized by all necessary action of the governing body, or board of directors, as applicable, of the party, (iv) this Agreement is a valid and binding obligation of the party enforceable against the party in accordance with its terms, except as the enforceability may be limited by applicable bankruptcy, insolvency or other law affecting creditors' rights generally, and by general equitable principles, and (v) the execution, delivery, and performance of this Agreement by the party does not, and will not result in a material breach, violation, or default under any indenture, mortgage, ordinance, bond resolution, contract, deed of trust, debenture, agreement, or other instrument to which the Party is a party.

5. **Confidentiality.** The Parties have entered into a Mutual Non-Disclosure Agreement (the "NDA") dated effective as of October 1, 2023 and agree that its terms are incorporated by reference into this Agreement and that so long as this Agreement is in force and effect, neither party will terminate the NDA and will take such actions as may be required to renew it or extend its term to coincide with the term of this Agreement.
6. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier (like FedEx) and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other party as herein provided.

To the City: City of Taylor
Attn: Brian LaBorde, City Manager
City Hall
400 Porter Street
Taylor, Texas 76574
Phone: 512-352-3675
Email: brian.laborde@taylortx.gov

To EPCOR: EPCOR 130 Project Inc.
Attn: Michael Irlbeck, Director, Business Development
2355 West Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027
Phone: (512) 851-7565
Email: mirlbeck@epcor.com

With a copy to:

EPCOR 130 Project Inc.
Attn: Thomas Loquvam, General Counsel
2355 West Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027
Email: tloquvam@epcor.com

7. **Effect of Agreement.** This Agreement, together with the NDA, comprises the Parties' entire agreement with respect to the subject matter herein contained. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their respective affiliates, legal representatives, successors and assigns.
8. **No Partnership.** Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Neither Party's officers nor employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other Party for any purpose. Each Party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other Party. Neither Party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other Party.
9. **No Third Party Benefit.** This Agreement is solely for the benefit of the Parties, and no causes of action shall accrue upon, out of or by reason of this Agreement to or for the benefit of any third party.
10. **Governing Law; Jury Waiver.** This Agreement is entered into in and shall be governed in all respects by the laws of the State of Texas. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR MATTERS RELATED THERETO.
11. **Remedies.** Both Parties agree that remedies at law may be inadequate to protect against breach of this Agreement, and hereby agree that either Party may seek injunctive relief without proof of actual damages, and without the filing or posting of any bond or surety, in addition to any other remedies available at law or in equity. In the event either Party initiates a legal proceeding for the enforcement of this Agreement, the prevailing Party in the proceeding shall be entitled to recovery of its court costs and reasonable attorneys' fees and expenses incurred in connection with such action from the non-prevailing Party, as determined by the court.

12. **Counterparts.** The Parties may execute this Agreement in counterparts, all of which when taken together shall comprise one agreement, and each counterpart, when executed, shall have the efficacy of a signed original. Signatures for this Agreement and/or any of the transaction documents contemplated herein that are transmitted electronically or by facsimile, including emailed PDF signatures, shall be valid as originals.
13. **Recitals.** The above recitals are hereby deemed true and correct and are incorporated herein by this reference.
14. **Limitation on Assignment.** Except as expressly provided otherwise, below, neither Party may assign this Agreement or any right or obligation under this Agreement without first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld. Without obtaining the written consent of City, EPCOR may assign its rights, in whole or in part, under this Agreement to any affiliate or subsidiary of EPCOR or EPCOR USA, Inc. or its parent companies. Following such assignment, EPCOR shall provide written notice to City of the assignment.
15. **Disclosures, Representations, and Verifications Required by Texas Law.**
- a. **HB 1295 Compliance.** To the extent this Agreement meets the qualifications of Section 2252.908(b) of the Texas Government Code, EPCOR will comply with Section 2252.908 of the Texas Government Code, which requires EPCOR to fill out a conflict of interest form (“Disclosure of Interested Parties”) and file it with the City at the time the signed Agreement is submitted to the City. The City then files it with the Texas Ethics Commission. For further information please go to the Texas Ethics Commission website via the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
 - b. **No Boycott of Israel.** To the extent this Agreement constitutes an Agreement for goods or services for which a written verification is required under Texas law, EPCOR hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel (“Israel”) and EPCOR represents that it will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an

action made for ordinary business purposes. EPCOR understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

- c. EPCOR is not a Terrorist Organization. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, EPCOR represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes EPCOR 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. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

- d. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes an Agreement for goods or services for which a written verification is required under Texas law, EPCOR hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and EPCOR represents that it will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001(1), Texas Government Code. EPCOR understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

- e. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes an agreement for the purchase of goods or services for which a written verification is required under Texas law , EPCOR 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 EPCOR represents that it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by Senate Bill 19). EPCOR understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

16. City payment obligations subject to budgeting and appropriation of funds. The City’s obligations to make payment pursuant to this Agreement is subject to budgeting and appropriation of funds by the City Council provided the terms of Section 2 above still apply if there is no appropriation of funds by the City Council.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above below.

CITY:

THE CITY OF TAYLOR,
a Texas home-rule municipal corporation

Brian LaBorde, City Manager

September __, 2023

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

EPCOR:

EPCOR 130 PROJECT INC.,
a Texas corporation

Joe Gysel, President

September ___, 2023

Greg Barber, Treasurer

September ___, 2023

VERIFICATION DECLARATION

To the extent the Second Groundwater Reservation Agreement (“Agreement”) to which this Verification Declaration (the “Declaration”) is attached constitutes an agreement for the purchase of goods or services for which a written verification is required under Texas law, the undersigned declarant, based on his actual personal knowledge as of the date of this Declaration, hereby verifies, swears to and declares the truth of the verifications made by EPCOR in sections 15b, 15d, and 15e of the attached Agreement. This Declaration is intended to be deemed a part of the Agreement.

Dated: September __, 2023

Joe Gysel, in his capacity as President of EPCOR
130 PROJECT INC., a Texas corporation

State of Arizona §
County of Maricopa §

On September __, 2023 personally appeared before me the above-named representative of EPCOR, who was known to or satisfactorily identified to me, and verified and swore to and declared the truth of the verifications in Sections 15b, 15d, and 15e of the attached Agreement.

Notary Public

My commission expires: