

AGENDA

CITY OF TAYLOR, TEXAS CITY COUNCIL MEETING

CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

SEPTEMBER 26, 2019, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. 2019 National Night Out Proclamation
2. Recognition of Finance Department's Budget Award

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. Registration forms are available at the sign in table. Public comments are limited to 3 minutes.)

CONSENT AGENDA

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

3. Approve minutes from September 12, 2019. (Dianna Barker)
4. Consider Ordinance 2019-24, establishing fees for city services for FY 2019/2020. (Jeff Wood)
5. Consider Ordinance 2019-26 for voluntary annexation (Castlewood) by Haynie Consulting LLC, annexing a tract of land approximately 11.93 acres, more or less, in size generally located across from Taylor High School on FM 973. (Tom Yantis)
6. Consider Ordinance 2019-27 changing the current zoning for a parcel of land, consisting of approximately 58.31 acres, addressed as 530 FM 973, located across from Taylor High School, from Single-Family Residential Zoning District (R-1) to Local Commercial Zoning District (B-1) and Single-Family Zoning District with a Residential Planned Development Overlay (R-1/RPD). (Tom Yantis)
7. Consider renewal of contract with HDR Engineering for engineering services. (Jim Gray)
8. Consider approving a contract with ATS Engineers, Inspectors and Surveyors for Plan Review and Inspection Services. (Tom Yantis)
9. Discuss and consider approving Cooperative Purchasing Interlocal Agreement with Williamson County. (Jeff Jenkins)

PUBLIC HEARINGS / ORDINANCES

10. Consider Introducing Ordinance 2019-29 for TMRS Conversion. (Jeff Wood/Kim Peterson)
11. Hold a Public Hearing and Consider Ordinance 2019-28, rezoning RCR Rail Park. (Tom Yantis)

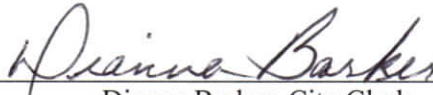
REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

12. Receive presentation from M2E3, LLC regarding a proposed crude oil pipeline project within the Taylor city limits and ETJ. (Tom Yantis)
13. Receive the Taylor Chamber of Commerce FY2018 financial review and the FY 2019/2020 Hotel Occupancy Tax budget. (Tia Stone/Nancci Burgess)
14. Discuss and consider renewal of the Publicity and Tourism Agreement (HOT agreement) with the Taylor Chamber of Commerce. (Tia Stone)
15. Receive and consider the budget for Taylor Economic Development Corporation for FY 2019/2020. (Mark Thomas)
16. Consider approving the bid for the 50/50 Memorial Sign at Pierce Park. (Jim Gray)
17. Discuss and consider potential projects using Valero funds and Valero Civic Funds (Jeff Jenkins, Jeff Wood)
18. Discuss potential Master Plan for Robinson Park, Bull Branch Park, and Murphy Park. (Brian LaBorde)
19. Consider Memorandum of Understanding with Taylor Conservation and Heritage Society. (Jeff Wood)

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 23, 2019 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:  Date 9-23-19
Dianna Barker, City Clerk



City Council Meeting September 26, 2019

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 1

Agenda Title: National Night Out Proclamation

Council Action to be taken: Mayor will read Proclamation.

Initiating Department: Taylor Police Department

Staff Contact: Henry Fluck, Police Chief

1. PURPOSE/DESCRIPTION

The Police Department is requesting the Mayor to proclaim National Night Out on October 1, 2019, in an effort to promote the crime and drug prevention event in Taylor.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

National Night Out is sponsored by the National Association of Town Watch (NATW) and co-sponsored by the Taylor Police Department. The event involves over 11,000 communities nationwide and is also supported by the U. S. Department of Justice, Bureau of Justice Assistance.

This program is designed to heighten crime and drug prevention awareness, generate support for and participate in local anticrime efforts, strengthen neighborhood spirit and police community partnerships and to send a message to criminals letting them know that our neighborhoods are organized and fighting back.

Mayor to present proclamation.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

The event is scheduled for Tuesday, October 1, 2019, from 6 pm to 9 pm. Residents in Taylor are asked to lock their doors, turn on outside lights and spend the evening outside with neighbors and police. Neighborhoods in Taylor will be hosting block parties, visits from police, flashlight walks and youth activities. Taylor Police will be visiting different neighborhoods throughout the city and giving suggestions on how to make families and neighborhoods safer.

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

6. ATTACHMENTS

1a. [Proclamation](#)

Proclamation

National Night Out

WHEREAS, the National Association of Town Watch is sponsoring a national crime, drug and violence prevention program on October 1, 2019, entitled “National Night Out”; and

WHEREAS, the 36th 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; and

NOW, THEREFORE, as Mayor of the City of Taylor, I do hereby proclaim October 1, 2019 as

NATIONAL NIGHT OUT

in the City of Taylor and urge all citizens of Taylor to become aware of and support these efforts.

PROCLAIMED this the 26th day of September 2019.

Brandt Rydell, Mayor
City of Taylor



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 2

Agenda Title: **Recognize Finance Department for receiving the Distinguished Budget Presentation Award from the Government Finance Officers Association for Fiscal Year 2018-2019.**

Council Action to be taken: Mayor to Recognize Finance Department

Department Submitted: **City Administration**

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

Please see the enclosed information from the Government Finance Officers Association (GFOA) that awards the City of Taylor and the Finance Department the Distinguished Budget Presentation Award for fiscal year 2018-19 budget preparation. This is the sixth (6th) year to receive this award and the first since FY 2011-12. The GFOA award is the highest form of recognition for governmental budgeting and represents a significant accomplishment for the City of Taylor Finance Department.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The award represents a significant achievement by the City of Taylor Finance Department. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the City of Taylor Finance Department had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- A policy document
- A financial plan
- An operations guide
- A communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

3. STAFF ANALYSIS (How and Why)

N/A

4. RECOMMENDATION

Staff is recommending that the Mayor and Council recognize the Finance Department for their accomplishment on receiving the GFOA's Distinguished Budget Award on behalf of the City.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 2a. [GFOA Letter](#)
- 2b. [Press Release](#)
- 2c. [Budget Award](#)



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

August 8, 2019

Jeffrey Jenkins
Interim City Manager
City of Taylor
400 Porter Street
Taylor, TX 76574

Dear Mr. Jenkins:

We are pleased to notify you that City of Taylor, Texas, has received the Distinguished Budget Presentation Award for the current budget from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. This has been presented to:

Rosemarie Dennis, Finance Director

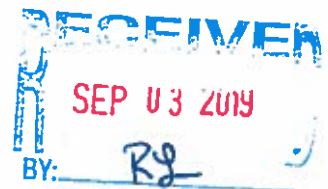
We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program, and we sincerely hope that your example will encourage others to achieve and maintain excellence in governmental budgeting.

Sincerely,

Michele Mark Levine
Director, Technical Services Center

Enclosure





Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

FOR IMMEDIATE RELEASE

August 8, 2019

For more information, contact:

Technical Services Center
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: budgetawards@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association is pleased to announce that **City of Taylor, Texas**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Rosemarie Dennis, Finance Director**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780

www.gfoa.org



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Taylor
Texas**

For the Fiscal Year Beginning

October 1, 2018

Christopher P. Morrill

Executive Director



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 3
Agenda Title: Approve minutes from the September 12, 2019 regular Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Dianna Barker

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS (Why and How)

N/A

3. RECOMMENDATION

Approve as submitted or amend with changes noted.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

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

8. ATTACHMENTS

3a. [September 12, 2019 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
September 12, 2019 at 6:00 p.m.

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

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

Brian LaBorde, City Manager
Mark Schroeder, Deputy City Attorney
Dianna Barker, City Clerk

INVOCATION – Commander Branson gave the invocation.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Stan Werner, 1509 Southwood Hills – Concerned about Councilmember Garcia’s previous involvement in SRE and the recent potential conflict of interest with the Car Show.

BOARDS & COMMISSION PRESENTATION

1. Update from Airport Advisory Board

Terry Blodgett, Vice-chairman, provided a brief update on the Board’s purpose and activities to include longer runway & taxiway, additional hangars and T-hangars to retire older hangars and satisfy waiting list needs, new terminal building to better represent Taylor, full service fuel to attract high ticket traffic, and attract new/more aviation businesses.

Motion was made by Councilmember Garcia to receive the Airport Advisory Board presentation as presented. Motion was made by Councilmember Drummond. Motion carried unanimously.

CONSENT AGENDA

- 2. Approve minutes from August 22, 2019 regular Council meeting and September 5, 2019 special called Council meeting.**
- 3. Concur with preliminary financials for July 2019.**

Motion was made by Councilmember Drummond to approve the consent agenda items as presented. Motion was seconded by Mayor Pro-Tem Ariola. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

4. Consider Ordinance 2019-22, adopting the annual budget for FY 2019/2020.

Jeff Wood, Finance Director – Briefly went over the budget process up to this point. The City has conducted meetings to discuss the proposed budget on June 20th, June 27th, and August 1st and held a public hearing on September 5, 2019. On August 22, 2019 Council introduced Ordinance 2019-22. LGC, Section 102.007, requires a record vote for the adoption of the budget. LGC

Section, 102.007, requires a separate vote to ratify that the budget raises more revenue from property taxes than the previous year.

Motion was made by Councilmember Drummond to adopt Ordinance 2019-22, adopting the annual budget for FY 2019/2020 as presented. Motion was seconded by Councilmember Anderson.

Mayor Rydell asked the City Clerk to call for a record vote.

Councilmember Drummond voted Yes

Mayor Pro-Tem Ariola voted No

Mayor Brandt Rydell voted Yes

Councilmember Garcia voted No

Councilmember Anderson voted Yes

Motion carried 3 to 2.

Mayor Rydell called for a vote to ratify that the FY2019/2020 budget raises \$903,706.00 more in revenue from property taxes than the FY2018/2019 budget.

Motion was made by Mayor Pro-Tem Ariola to ratify that the FY2019/2020 Budget raises \$903,706 more in revenue from property taxes than the FY2018-2019 Budget. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

5. **Consider Ordinance 2019-23, fixing and levying ad valorem tax rate for tax year 2019/2020.**
Jeff Wood, Finance Director - This tax rate is higher than the effective tax rate and will produce more revenue in the budget. The proposed FY2019-20 Budget is based on a tax rate of \$0.809215 per \$100 valuation.

Motion was made by Councilmember Drummond stating, "I move to adopt Ordinance 2019-23, reflecting that the property tax rate be increased by the adoption of a tax rate of \$0.809215 per \$100 of valuation, which is effectively an eight percent increase in the tax rate." Motion was seconded by Councilmember Anderson.

Mayor Rydell asked the City Clerk to call for a record vote.

Councilmember Drummond voted Yes

Mayor Pro-Tem Ariola voted No

Mayor Brandt Rydell voted Yes

Councilmember Garcia voted No

Councilmember Anderson voted Yes

Motion carried 3 to 2.

6. **Consider introducing Ordinance 2019-24, establishing fees for city services for FY 2019/2020.**

Jeff Wood, Finance Director - The proposed Fee Ordinance 2019-24 is amending Ordinance 2019-07 to establish the fee schedule for FY2019-20.

Summary/description of changes:

- **Airport** – Page 1 of Exhibit A – Increase the fee for Hangar A by \$2 and establish a fee for Hangar F-6A.

- **Animal Control** – Page 1 of Exhibit A – Establishes a new fee for registration of dangerous dogs/vicious animals.
- **Cemetery Fund** - Page 2 of Exhibit A - Increases Grave Digging Fees and Sale of Cemetery Spaces by 10%. Increases Other Fees by 25%. Increases are needed to better cover the costs of operating the Cemetery and to assist the Cemetery in becoming self-sufficient in the upcoming years.
- **Fire Department** – Page 2 of Exhibit A – Establishes a Mobile/Food Trailer Inspections fee of \$35.
- **Library Services** – Page 7 of Exhibit A – Increases the Library Card Replacement Fee by \$1 and establishes a Color Copy Fee of \$0.25.
- **Miscellaneous Fees and Permits** – Page 7 of Exhibit A – Establishes a Non-Motorized Taxicab fee of \$25.
- **Parks and Recreation** – Page 8 of Exhibit A – Adds the Heritage Square fees that were previously approved by Council.
- **Development Services** – Pages 9 to 12 of Exhibit A – Increases various fees and revises the criteria/basis for some fees.
- **Solid Waste** – Page 16 of Exhibit A – Establishes a new fee for Special Industrial Waste that are manifested by State regulation.
- **Utility Fees** – Page 17 of Exhibit A – Increases the Water & Sewer Tap Fees by various amounts. Eliminates 2” Sewer Tap fee.
- **Additional Utility Service Fees** – Page 18 of Exhibit A – Increases the Meter Fee by \$75 to cover the current cost of the meters. Establishes the future amount of the fee will be automatically adjusted to the cost of the meter.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2019-24

AN ORDINANCE AMENDING ORDINANCE NO. 2019-07 ADOPTED ON FEBRUARY 28, 2019 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

This is the first reading. No action was taken.

7. **Hold a public hearing and consider introducing Ordinance 2019-26 for voluntary annexation (Castlewood) by Haynie Consulting LLC, annexing a tract of land approximately 11.93 acres, more or less, in size generally located across from Taylor High School on FM 973.**

Tom Yantis, Development Services Director - This annexation petition, submitted August 5, 2019, is being processed concurrently with a request to rezone the subject property to R-1/RPD for future development of a new housing subdivision proposing a variety of housing types.

Mayor Rydell opened the public hearing at 7:03pm. With no one appearing, the public hearing was closed at 7:03pm.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2019-26

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS;

PROVIDING FOR EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS, TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR FILING WITH THE WILLIAMSON COUNTY CLERK; AND PROVIDING AN EFFECTIVE DATE.

This is the first reading. No action taken.

8. Consider introducing Ordinance 2019-27, changing the current zoning for a parcel of land (Castlewood), addressed as 530 FM 973, located across from Taylor High School.

Tom Yantis, Development Services Director – Public hearing was held on August 22nd. Mr. Yantis asked the Council to introduce the ordinance.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2019-27

AN ORDINANCE CHANGING THE ZONING OF 58.31 ACRES OF LAND DESCRIBED IN THIS ORDINANCE FROM SINGLE-FAMILY ZONING DISTRICT (R-1) TO LOCAL COMMERCIAL ZONING DISTRICT (B-1) AND TO SINGLE-FAMILY ZONING DISTRICT WITH A RESIDENTIAL PLANNED DEVELOPMENT OVERLAY (R-1/RPD) WHICH 58.31 ACRES IS GENERALLY LOCATED AT 530 FM 973, IN TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF TAYLOR, TEXAS TO SHOW THE ZONING CHANGES SET FORTH IN THIS ORDINANCE; AND PROVIDING A SAVINGS CLAUSE.

This is the first reading. No action was taken.

9. Consider introducing Ordinance 2019-28, rezoning RCR Rail Park.

Tom Yantis, Development Services Director – gave a presentation rezoning approximately 756.00 acres for a rail oriented commercial development. The Planning and Zoning Commission held a public hearing on September 10, 2019 and recommend approval.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2019-28

AN ORDINANCE CHANGING THE ZONING OF APPROXIMATELY 756 ACRES OF LAND DESCRIBED IN THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1) TO GENERAL BUSINESS ZONING DISTRICT WITH A COMMERCIAL PLANNED DEVELOPMENT OVERLAY (B-2/CPD) WHICH IS GENERALLY LOCATED AT 201 FM 3349, IN TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF TAYLOR, TEXAS TO SHOW THE ZONING CHANGE SET FORTH IN THIS ORDINANCE; AND PROVIDING A SAVINGS CLAUSE.

This is the first reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

10. Receive an update on legislation from the 86th Texas Legislature that impacts the City's Development Services processes.

Tom Yantis, Development Services Director - A number of bills were passed by the 86th Texas Legislature that impact development and procedural ordinances and processes in the City of

Taylor. Mr. Yantis gave a brief presentation on those changes. There were also bills passed that impact the Emergency Management and Fire Department. Fire Chief Baum gave a presentation on those changes.

Motion was made by Councilmember Garcia to receive the update as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

11. Receive update on Neighborhood Cleanup.

Tom Yantis, Development Services Director - The Neighborhood Cleanup event will be Saturday, October 5, 2019 from 8 a.m. to noon. The neighborhood selected for the Neighborhood Cleanup is between S. Dolan Street and Second Avenue from E. M.L.K Jr. Boulevard to Miller Street. The City funds the dumpsters and portable restroom facilities for the Neighborhood Cleanup.

Motion was made by Mayor Pro-Tem Ariola to receive the update as presented. Motion was seconded by Councilmember Garcia. Motion carried unanimously.

12. Consider appointment of City of Taylor representatives to the CAPCOG General Assembly.

Brian LaBorde, City Manager – Council needs to appoint 2 representatives from the City of Taylor to the CAPCOG General Assembly for a one year term, January 2020 – December 2020. Currently Mayor Rydell and Christine Lopez are the city's representatives.

Motion was made by Mayor Pro-Tem Ariola to appoint Brandt Rydell and Robert Garcia to the CAPCOG General Assembly. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

13. Discuss and consider City Council meeting dates in October, November, and December.

Dianna Barker, City Clerk - The regularly scheduled council meeting of October 10th conflicts with the TML Conference, the regularly scheduled council meeting of November 28th falls on Thanksgiving Day, and the regularly scheduled council meeting of December 26th is the day after Christmas. Staff asked for guidance from Council on cancelling these conflicting Council meeting dates or rescheduling them. At the October meeting, Council will look ahead and then determine if additional meetings need to be scheduled during November and December.

Motion was made by Councilmember Garcia to cancel the October 10th, November 28th, and December 26th regular city council meetings and add October 17th as a rescheduled Council meeting. Motion was seconded by Mayor Pro-Tem Ariola. Motion carried unanimously.

Mayor Rydell recused himself from item 14 and provided the City Clerk with a Conflict Affidavit. Mayor Rydell left the dais at 7:57pm.

14. Consider approving Professional Services Agreement with On Technology Consultants for the Police Department.

Police Chief Fluck – Recently 23 Texas cities were attacked by Ransomware. This service would provide for the Police Department to have a back-up disaster recovery agreement to prevent and/or minimize the adverse impact of a Ransomware or malware attack on Police information and technology systems. On Technology Consultants has been the Taylor Police Department's IT provider for the last 6 ½ years. If recovery is needed, this feature would enable On Technology Consultants to do a local recovery in less than one hour, and an off-site system full recovery in less than 24 hours. Due to On Technology's current capabilities and historical knowledge of Taylor, PD requested that On Technology Consultants be treated as a sole provider for purposes of fulfilling the requirements of our purchasing policy.

Motion was made by Councilmember Anderson to approve the Service Agreement with On Technology Consultants as presented and waive the requirements of the Purchasing Policy, allowing the purchase of this service as a sole provider. Motion was seconded by Councilmember Garcia. Motion carried 4 to 0.

Mayor Rydell returned to the dais at 8:05pm.

Mayor Rydell read the executive session meeting announcement and adjourned into executive session at 8:06p.m.

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. 4th Street Maintenance

Executive Session II. The Taylor City Council will conduct a closed executive meeting under Section 551.072 of the Texas Government Code, Deliberations Regarding Real Property.

- a. Memorial Field

Councilmember Anderson left executive session and City Hall at 8:42pm. Councilmember Anderson returned to executive session at 8:57pm.

The Council reconvened into regular session at 9:06p.m.

No action taken.

ADJOURN

With no further action Mayor Rydell declared the meeting adjourned at 9:06p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk



***City Council Meeting
September 26, 2019
Agenda Item Transmittal***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: 4

Agenda Title: **Consider Ordinance 2019-24 Establishing Fees for City Services for Fiscal Year 2019-20.**

Council Action to be taken: Consider Adoption of Ordinance 2019-24

Department Submitted: Finance Department

Staff Contact: Jeffrey Wood, Director of Finance

1. PURPOSE/DESCRIPTION

This agenda item is to discuss and consider the adoption of Ordinance 2019-24 to amend the current fee schedule for the new fiscal year (FY) of 2019-20.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Ordinance 2019-24 is amending Ordinance 2019-07 to establish the fee schedule for FY2019-20 (Exhibit A).

The information below summarizes the changes in the fee schedule for FY2019-20. There are several areas in which changes are made to the current fee schedule which are listed below. All other fees will remain unchanged.

Summary/description of changes:

- **Airport** – Page 1 of Exhibit A – Increase the fee for Hangar A by \$2 and establish a fee for Hangar F-6A.
- **Animal Control** – Page 1 of Exhibit A – Establishes a new fee for registration of dangerous dogs/vicious animals.
- **Cemetery Fund** - Page 2 of Exhibit A - Increases Grave Digging Fees and Sale of Cemetery Spaces by 10%. Increases Other Fees by 25%. Increases are needed to better cover the costs of operating the Cemetery and to assist the Cemetery in becoming self-sufficient in the upcoming years.
- **Fire Department** – Page 2 of Exhibit A – Establishes a Mobile/Food Trailer Inspections fee of \$35.

- **Library Services** – Page 7 of Exhibit A – Increases the Library Card Replacement Fee by \$1 and establishes a Color Copy Fee of \$0.25.
- **Miscellaneous Fees and Permits** – Page 7 of Exhibit A – Establishes a Non-Motorized Taxicab fee of \$25.
- **Parks and Recreation** – Page 8 of Exhibit A – Adds the Heritage Square fees that were previously approved by Council.
- **Development Services** – Pages 9 to 12 of Exhibit A – Increases various fees and revises the criteria/basis for some fees.
- **Solid Waste** – Page 16 of Exhibit A – Establishes a new fee for Special Industrial Waste that are manifested by State regulation.
- **Utility Fees** – Page 17 of Exhibit A – Increases the Water & Sewer Tap Fees by various amounts. Eliminates 2” Sewer Tap fee.
- **Additional Utility Service Fees** – Page 18 of Exhibit A – Increases the Meter Fee by \$75 to cover the current cost of the meters. Establishes the future amount of the fee will be automatically adjusted to the cost of the meter.

Changes Incorporated After 9-12-19:

- **Development Services** – Pages 11 & 12 – Accessory Structures **less than 200** square feet - \$40; Fence (**Under 6 feet tall**) - \$25 + Inspection Fees; Fence (**Over 6 feet tall**) \$55 + Inspection Fees; Added Professional Services Recovery Fee.

Staff will be available to answer any questions that Council may have in regards to the changes in the fee schedule.

3. FUNDING SOURCE

N/A

4. TIMELINE CONSIDERATIONS

Ordinance 2019-24 was introduced on September 12th. Staff is requesting adoption of the ordinance at the September 26th meeting with an effective date for the new fee schedule of October 1, 2019.

5. OTHER OPTIONS (In order of preference)

Council can amend the amount of the fees proposed or any other fee on the fee schedule. Council can take no action to amend Ordinance 2019-07 and leave the fee schedule as is.

6. ATTACHMENTS

- 4a. [Amended Fee Ordinance 2019-24](#)
- 4b. [Exhibit A – FY 2019-20 Proposed Fee Schedule](#)

ORDINANCE NO. 2019-24

AN ORDINANCE AMENDING ORDINANCE NO. 2019-07 ADOPTED ON FEBRUARY 28, 2019 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 certain 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 - 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. 2019-07.

SECTION 3.0 All other provisions of Ordinance No. 2019-07 shall remain in full force and effect.

SECTION 4.0 In accordance with Article VIII of the City Charter, Ordinance 2019-24 was introduced before the Taylor City Council on the 12th day of September, 2019.

SECTION 5.0 This Ordinance shall be in full force and effect on October 1st, 2019.

PASSED, APPROVED, and ADOPTED on the _____ day of September 2019.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

City of Taylor - Fee Schedule for City Services FY 2019-20

AIRPORT

<u>Hanger and Tie Down Rental</u>		Monthly Fee
Hangar A	10 Units	\$ 218
Hangar B	6 Units	\$ 145
Hangar C	12 Units	\$ 304
Hangar D	12 Units	\$ 304
Hangar E	8 Units	\$ 304
E-1 & E-7	2 Units	\$ 368
E-6 & E-12	2 Units	\$ 410
Hangar F	12 Units	\$ 319
Hangar F-6A	1 Units	\$ 204
Tie Downs	27	\$ 43
Over Night Tie Downs	8	\$ 6 per night if no fuel is purchased
Late Payment fee, if not paid by due date		10%
Long Term ground lease for hangar construction		as negotiated
 <u>Fuel Sales</u>		
AV Gas LL100		as determined by City Manager
Jet A		as determined by City Manager

ANIMAL CONTROL

<u>Animal Adoption</u>	\$ 80
 <u>Annual Animal Registration</u>	
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.	
Dog/Cat - Altered (Spayed or neutered) proof is required	\$ 5 Per tag
Dog/Cat - Unaltered (Not spayed or neutered)	\$ 15 Per tag
 <u>Boarding Fees (on or off-site)</u>	\$ 15 Per day
 <u>Dangerous Dog/Vicious Animal Registration</u>	\$ 50 Per animal, per year
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.	
 <u>Owner Surrender</u>	
Animal-*Animal is heartworm negative, current on vaccinations, altered and deemed adoptable by Animal Control Supervisor	\$ 30 Per occurrence
Animal-*Animal is heartworm negative and deemed adoptable by Animal Control Supervisor, however needs vaccinations and/or alteration	\$ 80 Per occurrence
Litters (under 10 weeks of age)	\$ 60
 <u>Pick-up:</u>	
Deceased Animal	\$ 35 Per occurrence
Deceased Animal - After Hours	\$ 50 Per occurrence
 <u>Impound fee</u>	
Live Animal	\$ 35 Per occurrence
Live Animal - After Hours	\$ 50 Per occurrence
 <u>Rabies quarantine:</u>	
10 days boarding fee + impound fee + registration fee (if necessary)	
 <u>Rabies vaccination</u>	\$ 25 Per year
 <u>Specialized Food</u>	\$ 10 Minimum
 <u>Return Charges:</u>	
Loose animals that are picked up	\$ 35 Per occurrence
Loose animals that are picked up(2nd occurrence per annum)	\$ 55
Loose animals that are picked up(3rd occurrence per annum)	\$ 75
Loose livestock that are picked up	\$ 65 Per occurrence

City of Taylor - Fee Schedule for City Services FY 2019-20

CEMETERYGrave Digging Fees

Normal Size	Weekdays 9am - 4pm	\$	1,298
Normal Size	Weekdays after 3:30 pm; Holidays/Weekends	\$	1,408
Infant or Ashes	Weekdays 9am - 4pm	\$	660
Infant or Ashes	Weekdays after 3:30 pm; Holidays/Weekends	\$	770
Oversize	Weekdays 9am - 4pm	\$	1,540
Oversize	Weekdays after 3:30 pm; Holidays/Weekends	\$	1,650
Disinterment	Weekdays 9am - 4pm	\$	1,870
Disinterment	Weekdays after 3:30 pm; Holidays/Weekends	\$	2,145

Sale of Cemetery Spaces

Adult	\$	1,139	+ \$25 deed filing fee for each sale
Infant/Child or Ashes	\$	569	+ \$25 deed filing fee for each sale

Other Fees

Location & marking of gravestone	\$	25
Transfer of lots/spaces by grantee	\$	35
Temporary grave markers	\$	25

FIRE DEPARTMENT**Following fees to be paid in advance by licensed party who holds permit:**Fire Department Permits/Fees

Site and subdivision plans	\$	100
False Alarm (after 3rd Alarm)	\$	50 Per occurrence
Special Events (includes plans review and inspection) <i>See also Planning & Development fees</i>	\$	100
Controlled burn in city limits - Approved	\$	50
Controlled burn in city limits - Unapproved	\$	300 Fine

Fire reports

\$	3
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Inspections

CSI Inspection	\$	40
Annual safety inspection - commercial buildings:	No charge	
Re-inspection fee - after second inspection	\$	50
Fire final	\$	100
Assisted living institutions	\$	50
Day care centers (providing care for less than 10)	\$	50
Day care centers (providing care for 11 or more)	\$	50
Nursing homes	\$	100
Hospital	\$	100
Foster/adoption home	\$	25
Mobile/Food Trailer Inspection	\$	35

Test/Acceptance Test/ Plans Review

Fuel distribution tank and pipe installation (plans review and testing)	\$	150
Hydrant flow test	\$	100
Suppression System Plans Review	\$	300 Per each system
Suppression System Test	\$	50
Suppression System Test/Acceptance Per Floor Test <200(>200 \$.50 per device)	\$	100
Suppression System Fire Pump Test/Acceptance test	\$	25
Fire Alarm System Plan Review	\$	100
Fire Alarm System /test/acceptance test	\$	75
Carnival Inspection	\$	100
Interior Seasonal Event	\$	100
Kitchen vent hood suppression system plan review	\$	100
Kitchen vent hood suppression system / Test/acceptance test	\$	50
LP tank storage installation (plans review and testing)	\$	150
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.)	\$	50
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.) plans review	\$	100

City of Taylor - Fee Schedule for City Services FY 2019-20

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 Unauthorized Control Burn Fee - Any burning that violates the city ordinance or state law not allowing burning thirty minutes before dawn or thirty minutes after dusk (each incident)-\$300 plus Municipal Court Costs, if any.

Note: The following list is not all-inclusive of equipment that may be damaged or contaminated during the course of a respond effort. Additional equipment that is not herein listed may be charged at actual replacement costs.

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

Apparatus

Aerial Apparatus	\$	600	per truck, per hour
Brush Truck	\$	325	per truck, per hour
Chief Vehicle	\$	150	per hour
Class A Pumper	\$	450	per truck, per hour
Command Unit	\$	150	per hour
Heavy Rescue Truck (staffed with 2 personnel)	\$	500	per truck, per hour
Medical Response Vehicle (staffed with 2 personnel)	\$	150	per truck, per hour
Rehab (staffed with 1 personnel)	\$	75	per hour
Tanker Apparatus	\$	350	per truck, per hour

Personnel

Fire Inspectors	\$	35	per hour
Fire Investigators	\$	75	per hour
Firefighter	\$	35	per hour
Haz-Mat Awareness	\$	25	per hour
Haz-Mat Operation	\$	35	per hour
Haz-Mat Tech	\$	40	per hour
Incident Commander	\$	75	per hour
Swift Water Team	\$	200	per hour

Haz-Mat

Absorbent	\$	17	per bag
Barricade Tape	\$	20	per roll
Broom	\$	20	each
Disposable Coveralls	\$	20	each
Disposable Goggles	\$	10	pair
Drum Liners	\$	8	each
Latex Gloves	\$	5	pair
Lite-Dri	\$	20	per 50lb bag
Plug and Patch Kit	\$	30	each
Poly Sheeting	\$	50	per roll
Shovel	\$	50	each
Top-Sol	\$	30	per bag

Protective Equipment Replacement

Bunker Coat	\$	800	each
Bunker Pants	\$	800	each
FF Boots	\$	275	pair
FF Gloves	\$	65	pair
Helmet	\$	275	each
Nomex Hood	\$	25	each

City of Taylor - Fee Schedule for City Services FY 2019-20

Firefighting Agents

AFFF Foam	\$	22	per gallon
Class A Foam	\$	17	per gallon
Light Water	\$	20	per gallon
Micro-Blaze	\$	30	per gallon

Emergency Medical Service

AED (use of FD Automatic External Defibrillator)	\$	200	each use
AED Pads	\$	25	each use
Biohazard	\$	10	per incident
CPR	\$	150	each patient
Dispatch Fee	\$	80	per incident
Flat Rate	\$	300	per incident
Spinal Immobilization	\$	200	each patient

Firefighting Equipment Replacement

A-Frame Combo Ladder	\$	414	each
Attic Folding Ladder 10'	\$	255	each
Attic Folding Ladder 8'	\$	230	each
Deluge Monitor w/o pie & tips	\$	2,080	each
Extension Ladder 24'	\$	525	each
Extension Ladder 35'	\$	925	each
Foam Aerator Tube	\$	396	each
Fog Nozzle 1.0"	\$	510	each
Fog Nozzle 1.5-1.75"	\$	625	each
Fog Nozzle 2.5"	\$	680	each
Fog Nozzle 2.5" Master	\$	825	each
Fog Nozzle 2.5" Play pipe	\$	1,095	each
Hose 1.0"	\$	75	each 50'
Hose 1.0" booster	\$	125	each 50'
Hose 1.75"	\$	115	each 50'
Hose 2.5"	\$	145	each 50'
Hose 3.0"	\$	225	each 50'
Hose 5.0"	\$	685	each 100'
Motorola Portable Radio 800 MHz	\$	3,500	each
Motorola Portable Radio VHF	\$	1,000	each
PASS Alarm	\$	200	each
Roof Ladder 12'	\$	275	each
Roof Ladder 14'	\$	335	each
SCBA Air Mask	\$	240	each
SCBA Air Mask complete	\$	2,300	each
SCBA Spare Cylinders	\$	570	each
Stacked Tips w/Shaper	\$	566	each

Rescue Equipment Used

Acetylene Cutting Kit	\$	185	per hour
Air Bags	\$	275	per hour
Air Impact Tools	\$	85	per hour
Ajax Cutting Tool	\$	35	per hour
Milwaukee Saws-All	\$	65	per hour
Oxygen with Mask	\$	90	per hour
Porta Power	\$	85	per hour
Rescue Tools: Spreaders, Cutters, Rams	\$	300	per hour

City of Taylor - Fee Schedule for City Services FY 2019-20

Fire Equipment Used

ABC Extinguisher	\$	45	each
Axe(s)	\$	12	per hour
Barricade/Scene Tape	\$	20	
Bolt Cutters (HD)	\$	12	per hour
Cellular Phone w/long dist. Chg.	\$	25	
Chain Saw	\$	40	per hour
CO2 Extinguisher	\$	45	each
Explosive Meter	\$	180	
Gas Plug/Gasoline Plug Kit	\$	45	
Generator	\$	45	per hour
Hall Runner	\$	15	each
Halligan Tool	\$	12	per hour
Hand Lights	\$	15	each
K-Tool	\$	20	
PPV Fans	\$	50	per hour
Purple K Extinguisher	\$	75	each
Rescue (K-12) Saw	\$	40	per hour
Rolls of Plastic	\$	30	each
Salvage Covers	\$	25	each
Scene Lights	\$	32	per hour
Tank, Portable/Fold-a-Tank	\$	150	
Water Extinguisher	\$	15	each
Windshield Tool	\$	10	

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

Motor Vehicle Incidents**Level 1- \$ 435**

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.

Level 2- \$ 495

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.

Level 3- Car Fire \$ 605

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.

Level 4- \$ 1,800

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.

Level 5- \$ 2,200

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).

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.

Hazmat**Level 1- \$ 700**

Basic Response: Claim will include engine response, first responder assignment, perimeter established, evacuations, set-up and command.

Level 2- \$ 2,500

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.

Level 3- \$ 5,900

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 - *each additional hour @ \$300.00/Hazmat team.*

City of Taylor - Fee Schedule for City Services FY 2019-20

Pipeline Incidents/Power Line Incidents

*Includes, but not limited to : Gas, Sewer, Septic to Sewer, and Water Pipelines

Level 1- \$ 400

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.

Level 2- \$ 1,000

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.

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.

Fire Investigation

Fire Investigation Team- \$ 275 per hour

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

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

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:

Assignment- \$ 400 per hour, per engine

Includes: Scene Safety, Investigation, Fire/Hazard Control \$ 500 per hour, per truck

Water Incidents

Level 1- \$400 + \$50/hr, per rescue person

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.

Level 2- \$800 + \$50/hr, per rescue person

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.

Level 3- \$2,000+\$50 per hour, per rescue person + \$100 per hour per Hazmat team member

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.

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.

Back Country or Special Rescue

Minimum: \$400 for the first response vehicle + \$50/hr per rescue person.

Additional Rates: \$400/hr per response vehicle and \$50/hr per rescue person.

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.

City of Taylor - Fee Schedule for City Services FY 2019-20

<u>Chief Response:</u>	\$ 250 per hour
This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.	

<u>Miscellaneous:</u>	
Engine	\$ 400 per hour
Truck	\$ 500 per hour
Miscellaneous equipment	\$ 300 per hour

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.

LIBRARY SERVICESLibrary 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.

Refundable Deposit	\$ 200
Individuals/Non Profit	\$ 50 first two hours
Individuals/Non Profit - Additional Hours	\$ 25 each additional hour
Business/Commercial	\$ 100 first two hours
Business/Commercial - Additional Hours	\$ 50 each additional hour

Library Fees

Library card - Non-resident Individual	\$ 10 per year
Library card - Non-resident Family	\$ 25 per year
Library card - Resident	no charge
Library card - replacement (1st replacement)	\$ 2
Library card - subsequent replacement cards	\$ 5
Copies - Black & White	\$ 0.10 per impression
Copies - Color	\$ 0.25 per impression
Overdue book	\$ 0.10 per day; \$5 maximum
Lost or damaged book	Cost to replace/repair
Processing fee for lost or damaged book(s)	\$ 5 per book, non-refundable
PayPal online processing fee	\$ 1

MISCELLANEOUS FEES AND PERMITSTaxicab

Vehicle permit fee	\$ 150 per vehicle
Taxicab driver's permit	\$ 25 per year
Horse drawn carriage permit	\$ 25 6 months
Non-Motorized (Ex. Pedal Cabs)	\$ 25 per vehicle

Street Closures

Special Events (non-parade, non-filming)	\$ 75
Parade	\$ 75

<u>Processing Fee for Credit Card Payments made in-house or online</u>	\$ 3
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Film Production Fees

Activity:	Cost per Calendar Day
Film Application Fee	\$ 25
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$ 500
Partial, non-disruptive use of a public building, park, right-of-way, or public area.	\$ 250
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 50
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 25
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
Filming	\$ 250 =+min of one police officer & vehicle at rates specified under police Dept. Fees

City of Taylor - Fee Schedule for City Services FY 2019-20

PARKS AND RECREATIONPublic Facility Rental

Murphy Park: Upper Pavilion Rental	\$	150	per day + \$100 refundable deposit
Lower Pavilion Rental	\$	130	per day + \$75 refundable deposit
Robinson Park: Pavilion	\$	25	per day
Bull Branch Park: Pavilion	\$	25	per day
Taylor Regional Park: Pavilion	\$	25	per day
Heritage Square: Amphitheater	\$	125	half day (less than 4 hours)
	\$	250	full day (4 hours or more)
	\$	62.50	half day (non-profit rate)
	\$	125	full day (non-profit rate)
	\$	500	refundable deposit
Heritage Square: Pavilion	\$	75	half day (less than 4 hours)
	\$	150	full day (4 hours or more)
	\$	37.50	half day (non-profit rate)
	\$	75	full day (non-profit rate)
	\$	300	refundable deposit

Non-profit renter must be able to produce proof of non-profit status.

Public Property

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

Recreation Fees

Swimming Pool Admission: (Robinson Park & Murphy Park)

Children (3 and under)		Free
Children (4 to 12 years old)	\$	2
Adults (13 to 59 years old)	\$	3
Seniors (60 and over)	\$	2
Family Passes - 30 admissions	\$	45
Family Passes - 60 admissions	\$	90

Pool Rental for Parties:

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

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.

Pool use for YMCA members:

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

Swim Lessons:

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

General Use of Athletic Fields:**Taylor Regional Park & Sports Complex**

Deposit	\$	100
Hourly Use	\$	25 per hour, per field
Hourly Use with lights	\$	45 per hour, per field
Practice: per field, per month (2/week@2hrs each)	\$	200
Gate fee	\$	10 per participating team

Robinson Park

Deposit (weekend rental)	\$	100
Maintenance to field outside regular operating hours	\$	34 per/hr @ request of the renter
Rental Fee w/no lights	\$	25 per/day
Rental Fee with lights	\$	45 per/day

Recovery fee (ALL City fields) - All sports included \$ 5 per person/per season

City of Taylor - Fee Schedule for City Services FY 2019-20

Athletic Fields (Taylor Regional Park & Sports Complex Only-Baseball/Softball only)

Deposit	\$	250	Include concession, if applicable
Field attendants (minimum of 2 attendants)	\$	17	per attendant, per hour
Lights	\$	50	per field
Rentals	\$	100	per field, per day
Field Re-drag/Re-chalk	\$	25	per field, per drag/chalk

Football and Soccer Fields

Field Rental	\$	150	per field, per day
Lights	\$	50	per field

Concession Stand (Taylor Regional Park & Sport Complex)

Concession Rentals Pay 10% of gross receipts

Deposit	\$	250	
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Beverage Use

(Cost per bottle calculated by dividing current case price by the number of bottles per case)

Vendors (Must obtain permission prior to event)

With Electricity	\$	35	per day
No electricity	\$	25	per day

PLANNING AND DEVELOPMENT SERVICES , ENGINEERING AND CONSTRUCTIONAll 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, and Gas

Building Permits

All permits calculated on a per square foot basis will be charged a Weatehrization Fee of \$ 0.005 Per Sq. Ft.

New Residential and Residential Additions

(Excludes multi-family greater than four units and mixed use)

Plan Review Fee (Collected at time of application) \$ 0.15 Per Sq. Ft.

Permit Fee (Collected upon permit approval) \$ 1.00 Per Sq. Ft.

(Includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per sq. ft. each)

The permit fee includes intial inpsctions and one re-inspection. **Each re-inspection required after the first re-inspection will be charged an inspection fee of \$55.****Residential Remodel**

(Excludes multi-family greater than four units and mixed use)

Plan Review Fee (Collected at time of application) \$ 75

Permit Fee (Collected upon permit approval) \$ 0.50 Per Sq. Ft.

(Includes Building, Electrical, Plumbing, and Mechanical - \$0.125 per sq. ft. each)

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

Residential Manufactured Home

Plan Review Fee (Collected at time of application) \$ 75

Permit Fee (Collected upon permit approval) \$ 0.50 Per Sq. Ft.

(Includes Building, Electrical, Plumbing, and Mechanical - \$0.125 per sq. ft. each)

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

Manufactured Home Park

Manufactured Home Park - additions or alterations to spaces \$ 25 per space

Manufactured Home Park - original permit application \$ 400

Manufactured Home Park License (Annual Fee - 10 spaces or less) \$ 250

Manufactured Home Park License (Annual Fee - greater than 10 spaces) \$ 500

City of Taylor - Fee Schedule for City Services FY 2019-20

New Commercial and Commercial Additions

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

Plan Review Fee (Collected at time of application)	\$	0.15	Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	1.00	Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per sq. ft. each)			

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

New Commercial - Shell Building

Plan Review Fee (Collected at time of application)	\$	0.15	Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	0.60	Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.15 per sq. ft. each)			

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

Commercial - Tenant Finish Out

Plan Review Fee (Collected at time of application)	\$	0.15	Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	0.80	Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.20 per sq. ft. each)			

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

Commercial Remodel

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

Plan Review Fee (Collected at time of application)	\$	0.15	Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	0.50	Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.125 per sq. ft. each)			

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

Miscellaneous Electrical Permits

"T" Pole	\$	40	+ Inspection Fees
Meter Loop	\$	40	+ Inspection Fees
Miscellaneous Electrical	\$	40	+ Inspection Fees

Miscellaneous Mechanical Permits

HVAC Change Out - Less than 2,000 CFM	\$	40	+ Inspection Fees
HVAC Change Out - Greater than 2,000 CFM	\$	65	+ Inspection Fees
HVAC Electric Hook-up	\$	40	+ Inspection Fees
Miscellaneous Mechanical	\$	40	+ Inspection Fees

Miscellaneous Plumbing Permits

Lawn Irrigation System	\$	40	+ Inspection Fees
Yard Line Repair (water, sewer, gas)	\$	40	+ Inspection Fees
Gas Meter Release	\$	40	+ Inspection Fees
Water Well (to ensure no backflow or cross connection to City water)	\$	40	+ Inspection Fees
Miscellaneous Plumbing	\$	40	+ Inspection Fees

City of Taylor - Fee Schedule for City Services FY 2019-20

Other Miscellaneous Permits

Accessory Structures **less than 200** square feet - \$ 40 (Accessory Dwelling Units follow Residential Fees)

Accessory Structures **greater than 200** square feet - \$ 40 or \$0.20 per sq. ft. whichever is greater + inspection fees (Accessory Dwelling Units follow Residential Fees)

Certificate of Occupancy - Commercial (Includes Customer Service Inspection - CSI)	\$	80	+ Inspection Fees
Customer Service Inspection (CSI) - Residential	\$	80	+ Inspection Fees
Demolition	\$	25	+ Inspection Fees
Driveway	\$	40	+ Inspection Fees
Fence (Under 6 feet tall)	\$	25	+ Inspection Fees
Fence (Over 6 feet tall)	\$	55	+ Inspection Fees
Foundation Leveling and Repair - \$40 + \$0.10 per sq. ft. + inspection fees			
Mobile Food Vendors and Food Courts	\$	150	+ Inspection Fees
Moving - from outside City Limits	\$	130	+ \$35 escort fee
Moving - within City Limits	\$	65	+ \$35 escort fee
Pool (above ground)	\$	50	+ plumbing and electrical and inspection fees
Pool (in ground)	\$	100	+ plumbing and electrical and inspection fees
Porch or Deck	\$	40	+ Inspection Fees
Tent Revivial	\$	35	
Work in the City Right-of-Way (no engineering review)	\$	40	+ Inspection Fees
Work in the City Right-of-Way (with engineering review)	\$	40	+ 1% of project cost + engineering inspection fees
Engineering inspection fees			

Inspection Fees

Initial Inspection (Residential)	\$	55	
Each Re-inspection (Residential)	\$	55	
Initial Inspection (Commercial)	\$	75	
Each Re-inspection (Commercial)	\$	75	
Medical gas inspections/re-inspections	\$	250	
Engineering inspections		3%	of project cost
Inspections after normal hours (M - F - 8 a.m. to 5 p.m.)	\$	100	per hour

Fees for Work Without a Permit

Work without a permit - First Offense	Double the permit fee
Work without a permit - Second and Subsequent Offenses filed in Municipal Court	Triple the permit fee & citation

Planning, Zoning, Subdivision, Site Development**Annexation**

Voluntary Annexation (with notice)	\$	100	application fee + \$250 review fee + notices
Voluntary Annexation (without notice)	\$	100	application fee + \$150 review fee

Comprehensive Plan

Land Use Plan Amendment	\$	100	application fee + \$250 review fee + notices
Thoroughfare Plan Amendment	\$	100	application fee + \$250 review fee + notices

Zoning

Re-zoning	\$	100	application fee + \$250 review fee + notices
Specific Use Permit	\$	100	application fee + \$250 review fee + notices
Planned Development Initial Submittal	\$	100	application fee + \$500 review fee + notices
Planned Development Re-Submittal	\$	300	review fee for each re-submittal

Appeals

Variance	\$	100	application fee + \$150 review fee + notices
Special Exceptions	\$	100	application fee + \$150 review fee + notices

Zoning Verification Letter

\$ 50

Site Development

Site Plan Initial Submittal	\$	100	application fee + \$300 review fee
Site Plan Re-Submittal	\$	300	review fee for each re-submittal

Site Development Inspection Fee

\$ 0.05 per sq. ft. of impervious cover paid at plan approval

City of Taylor - Fee Schedule for City Services FY 2019-20

SubdivisionFinal Plats (includes Amended Plats and Re-Plats)

Final Plat Initial Submittal	\$	100	application fee + \$300 review fee + \$30 per lot
Final Plat Re-Submittal	\$	300	review fee for each re-submittal

Preliminary Plats

Preliminary Plat Initial Submittal	\$	100	application fee + \$550 review fee + \$35 per lot
Preliminary Plat Re-Submittal	\$	300	review fee for each re-submittal

Subdivision Improvement Plans (Construction Plans)

Improvement Plans Initial Submittal	\$	500	application fee + 1% of improvement cost paid prior to plan approval
Improvement Plans Re-Submittal	\$	500	review fee for each re-submittal
Improvements Inspection Fee			3% of improvements cost paid at plan approval

Variance	\$	100	application fee + \$150 review fee + notices
Plat Certification	\$	50	

Miscellaneous Fees

Recording Fees (all application types)	Set by Williamson County - paid by applicant		
Mailed Notices (all application types)	\$	5	per notice

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 and 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.

Sign Permits

Banner	\$	25	
Approved banner signs shall be displayed for a maximum of 90 days per calendar year. Non-profit, faith-based, governmental, and service clubs are exempt from paying the fee.			
New Sign or Sign Re-Facing	\$	40	+ \$1.60 per square foot
Temporary Use Directional Sign	\$	25	per calendar year per real estate agency + \$5 for each sign
Only allowed to be displayed from noon to 5 p.m. on Sundays. Can be displayed in the right-of-way as an off-site sign. See sign ordinance for additional requirements.			
Temporary Use Directional Sign Redemption Fee	\$	25	first sign + \$5 each additional sign
Sign Initial Inspection Fee	\$	50	
Each Re-Inspection	\$	50	

Roadway Impact Fees**FOR PROPERTY PLATTED/SUBDIVIDED PRIOR TO FEBRUARY 13, 2014 AND AFTER APRIL 24, 2007**

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Single Family (1 LUE Equivalency)	\$	480.32
Residential Multi-Family (0.61 LUE Equivalency)	\$	293.00
Retail/Commercial (1000/Sq Ft = 1.73 LUE Equivalency)	\$	830.95
Industrial (1000/Sq Ft = 1.01 LUE Equivalency)	\$	485.12
Prison (1000/Sq Ft = 2.40 LUE Equivalency)	\$	1,152.77
Schools (0.09 LUE Equivalency/Student)	\$	43.23

**ROADWAY IMPACT FEES ORDINANCE 2014-03 ADOPTED FEBRUARY 13, 2014
FOR PROPERTY DEVELOPED AFTER FEBRUARY 13, 2014**

EFFECTIVE FEE		
SERVICE AREA ONE (1)	\$	480 PER L.U.E.
SERVICE AREA TWO (2)	\$	318 PER L.U.E.

Sidewalks

Cash-in-Lieu Fee	\$	10	per Sq Ft
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Right-of-way License

Original License	\$	350
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City of Taylor - Fee Schedule for City Services FY 2019-20

Impact Fees (For projects platted between 1/10/02 and 4/24/06)

*Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

*All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is

<u>Meter Type</u>	<u>Meter Size</u>	<u>Ratio to 5/8" Meter</u>	<u>Water Fee</u>	<u>Sewer Fee</u>	<u>Total Fee</u>
Simple	5/8" x 3/4"	1	\$923	\$272	\$ 1,195
Simple	3/4"	1.50	\$1,384	\$409	\$ 1,793
Simple	1"	2.50	\$2,307	\$681	\$ 2,989
Simple	1-1/2"	5	\$4,615	\$1,362	\$ 5,977
Simple	2"	8	\$7,384	\$2,179	\$ 9,563
Compound	2"	8	\$7,384	\$2,179	\$ 9,563
Turbine	2"	10	\$9,230	\$2,724	\$ 11,954
Compound	3"	16	\$14,768	\$4,359	\$ 19,127
Turbine	3"	24	\$22,151	\$6,538	\$ 28,690
Compound	4"	25	\$23,074	\$6,811	\$ 29,885
Turbine	4"	42	\$38,765	\$11,442	\$ 50,207
Compound	6"	50	\$46,149	\$13,622	\$ 59,770
Turbine	6"	92	\$84,914	\$25,064	\$ 109,977
Compound	8"	80	\$73,838	\$21,795	\$ 95,633
Turbine	8"	160	\$147,676	\$43,589	\$ 191,265
Compound	10"	115	\$106,142	\$31,330	\$ 137,472
Turbine	10"	250	\$230,744	\$68,108	\$ 298,852
Compound	12"	330	\$304,582	\$89,903	\$ 394,484

Impact Fees (For projects platted after (4/24/06)

*Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

*All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is

<u>Meter Type</u>	<u>Meter Size</u>	<u>Ratio to 5/8" Meter</u>	<u>Water Fee</u>	<u>Sewer Fee</u>	<u>Total Fee</u>
Simple	5/8" x 3/4"	1	\$943	\$531	\$ 1,474
Simple	3/4"	1.50	\$1,415	\$796	\$ 2,211
Simple	1"	2.50	\$2,359	\$1,327	\$ 3,686
Simple	1-1/2"	5	\$4,717	\$2,654	\$ 7,371
Simple	2"	8	\$7,548	\$4,246	\$ 11,794
Compound	2"	8	\$7,548	\$4,246	\$ 11,794
Turbine	2"	10	\$9,435	\$5,308	\$ 14,743
Compound	3"	16	\$15,096	\$8,493	\$ 23,589
Turbine	3"	24	\$22,644	\$12,739	\$ 35,383
Compound	4"	25	\$23,587	\$13,270	\$ 36,857
Turbine	4"	42	\$39,627	\$22,294	\$ 61,921
Compound	6"	50	\$47,175	\$26,540	\$ 73,715
Turbine	6"	92	\$86,801	\$48,834	\$ 135,635
Compound	8"	80	\$75,479	\$42,464	\$ 117,943
Turbine	8"	160	\$150,958	\$84,928	\$ 235,886
Compound	10"	115	\$108,501	\$61,042	\$ 169,543
Turbine	10"	250	\$235,873	\$132,700	\$ 368,573
Compound	12"	330	\$311,352	\$175,164	\$ 486,516

City of Taylor - Fee Schedule for City Services FY 2019-20

Impact Fees (For projects platted after (1/26/12))

<u>Meter Type</u>	<u>Meter Size</u>	<u>Ratio to 5/8" Meter</u>	<u>Water Fee</u>	<u>Sewer Fee</u>	<u>Total Fee</u>
Simple	5/8" x 3/4"	1	\$1,770	\$1,230	\$ 3,000
Simple	3/4"	1.50	\$2,655	\$1,845	\$ 4,500
Simple	1"	2.50	\$4,425	\$3,075	\$ 7,500
Simple	1-1/2"	5	\$8,850	\$6,150	\$ 15,000
Simple	2"	8	\$14,160	\$9,840	\$ 24,000
Compound	2"	8	\$14,160	\$9,840	\$ 24,000
Turbine	2"	10	\$17,700	\$12,300	\$ 30,000
Compound	3"	16	\$28,320	\$19,680	\$ 48,000
Turbine	3"	24	\$42,480	\$29,520	\$ 72,000
Compound	4"	25	\$44,250	\$30,750	\$ 75,000
Turbine	4"	42	\$74,340	\$51,660	\$ 126,000
Compound	6"	50	\$88,500	\$61,500	\$ 150,000
Turbine	6"	92	\$162,840	\$113,160	\$ 276,000
Compound	8"	80	\$141,600	\$98,400	\$ 240,000
Turbine	8"	160	\$283,200	\$196,800	\$ 480,000
Compound	10"	115	\$203,550	\$141,450	\$ 345,000
Turbine	10"	250	\$442,500	\$307,500	\$ 750,000
Compound	12"	330	\$584,100	\$405,900	\$ 990,000

POLICE DEPARTMENT

<u>Accident Report</u>	\$	6	Per report
CD of Report	\$	5	Per CD
<u>Alarm panel monitoring subscription</u>	\$	24	Per month
<u>Applicant Fingerprinting Cards</u>	\$	2.50	Per card
<u>Dispatching fee for other jurisdiction -</u> By contract as negotiated by City Manager and approved by City Council			
<u>Fingerprinting Service</u>	\$	10	Per set
<u>Parade Permit</u>	\$	25	
<u>Police Report</u>	\$	0.25	Per page
<u>Police unit (vehicle)</u>	\$	25	Per hour
<u>Security fee for off-duty police officer (3 hrs/officer minimum)</u>	\$	42	Per hour

SOLID WASTE COLLECTION

Collected by City on monthly utility bill. Pick up once per week.

Residential

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

Container Size:

Single 96 gallon cart	\$	12.04	Base Fee/month
Each additional cart	\$	3.91	Base Fee/month

Curbside Recycling (pickup every other week):

Single 96 gallon cart	\$	2.50	Base Fee/month
Each additional cart	\$	2.50	Base Fee/month
Multi-Family Resident - Single User	\$	7	Base Fee/month
Multi-Family Resident - Multiple Users	\$	16	Base Fee/month

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.

City of Taylor - Fee Schedule for City Services FY 2019-20

CommercialFees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%)**Container Size:**96 Gallon Cart (additional pick up is \$25):**

One X Per week pick up	\$	18.91	Base Fee/month
Two X s Per week pick up	\$	27.08	Base Fee/month
Three X s Per week pick up	\$	33	Base Fee/month
Four X s Per week pick up	\$	41.27	Base Fee/month
Five X s Per week pick up	\$	51.15	Base Fee/month

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

One X Per week pick up	\$	52.37	Base Fee/month
Two X s Per week pick up	\$	86.71	Base Fee/month
Three X s Per week pick up	\$	107.32	Base Fee/month

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

One X Per week pick up	\$	68.54	Base Fee/month
Two X s Per week pick up	\$	119.23	Base Fee/month
Three X s Per week pick up	\$	169.79	Base Fee/month
Four X s Per week pick up	\$	199.77	Base Fee/month
Five X s Per week pick up	\$	247.66	Base Fee/month

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

One X Per week pick up	\$	86.71	Base Fee/month
Two X s Per week pick up	\$	151.72	Base Fee/month
Three X s Per week pick up	\$	219.51	Base Fee/month
Four X s Per week pick up	\$	264.16	Base Fee/month
Five X s Per week pick up	\$	343.08	Base Fee/month

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

One X Per week pick up	\$	108.38	Base Fee/month
Two X s Per week pick up	\$	178.90	Base Fee/month
Three X s Per week pick up	\$	265.54	Base Fee/month
Four X s Per week pick up	\$	298.84	Base Fee/month
Five X s Per week pick up	\$	364.88	Base Fee/month

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

One X Per week pick up	\$	131.88	Base Fee/month
Two X s Per week pick up	\$	218.56	Base Fee/month
Three X s Per week pick up	\$	307.07	Base Fee/month
Four X s Per week pick up	\$	378.08	Base Fee/month
Five X s Per week pick up	\$	477.12	Base Fee/month

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

One X Per week pick up	\$	160.76	Base Fee/month
Two X s Per week pick up	\$	252.90	Base Fee/month
Three X s Per week pick up	\$	350.43	Base Fee/month
Four X s Per week pick up	\$	453.38	Base Fee/month
Five X s Per week pick up	\$	597.90	Base Fee/month

Roll Offs - include the following: (Delivery Charge + Daily Rental + Haul Cost)Delivery Charge:*Delivery Charge is calculated at **Fee per delivery + Franchise Fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$	126.25	Fee per delivery
30 yd Roll-Off	\$	126.25	Fee per delivery
40 yd Roll-Off	\$	126.25	Fee per delivery

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

20 yd Roll-Off	\$	1.95	Rate/day
30 yd Roll-Off	\$	1.95	Rate/day
40 yd Roll-Off	\$	1.95	Rate/day

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

20 yd Roll-Off	\$	388.46	Cost per haul
30 yd Roll-Off	\$	466.14	Cost per haul
40 yd Roll-Off	\$	543.83	Cost per haul

City of Taylor - Fee Schedule for City Services FY 2019-20

One time collection of Bulky wastes on call for 2 cu yd, 3 cu yd, 4 cu yd, 6 cu yd, 8 cu yd or 10 Cubic yards

Delivery Charge	\$	72.58	Fee/delivery
Daily Rental	\$	4.35	Rate/day
Haul cost	\$	72.58	Cost per haul

Industrial Solid Waste Collection Services - collected by service provider

Spring and Fall cleanup

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

Assessments

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

Lien Fees

Filing of Lien with Williamson County	Per current County rate
Release of Lien with Williamson County	Per current County rate

Waste Hauling

Liquid waste hauler discharge permit	\$	100	each year (1) vehicle
	\$	25	each additional vehicle
Discharge fee	\$	0.05	(or \$50.00 per 1,000 gals.) per gallon (based on the size of tanker).

For Special Industrial Wastes that are manifested by State regulation, excluding water or wastewater treatment plant sludge, the rate per haul of a roll off container is \$205.00.

Disposal charges shall be determined following receipt of a waste profile determining handling and classification of the specific waste stream.

Rates are subject to modification by City approval.

UTILITIES

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. Gallons consumption/month**</u>	<u>Deposit Amount</u>
5/8" x 3/4"	<10,000	\$ 100
3/4"	<10,000	\$ 120
1"	<10,000	\$ 130
1½"	<15,000	\$ 175
2"	<15,000	\$ 225
3"	<15,000	\$ 275
4"	<25,000	\$ 425
6"	<25,000	\$ 625
8"	<50,000	\$ 1,025
10"	<75,000	\$ 1,525
12"	<150,000	\$ 2,525

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

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. Gallons consumption/month**</u>	<u>Deposit Amount calculated as follows:</u>
5/8" x 3/4"	<10,000	\$100 + (((# units -1) x 0.7)x\$100)
3/4"	<10,000	\$120 + (((# units -1) x 0.7)x\$100)
1"	<10,000	\$130 + (((# units -1) x 0.7)x\$100)
1½"	<15,000	\$175 + (((# units -1) x 0.7)x\$100)
2"	<15,000	\$225 + (((# units -1) x 0.7)x\$100)
3"	<15,000	\$275 + (((# units -1) x 0.7)x\$100)
4"	<25,000	\$425 + (((# 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.

City of Taylor - Fee Schedule for City Services FY 2019-20

Tap Fees

Water Taps		
1"	\$	1,375 per tap
1½"	\$	1,735 per tap
2"	\$	1,929 per tap
Sewer Taps		
4"	\$	1,338.94 per tap
6"	\$	1,491.16 per tap

Backflow Prevention

Initial Permit	\$	25
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Water Rates**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. For irrigation the minimum base rate plus \$6.93 per 1,000 gallons.

Base Rate

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
5/8" x 3/4"	\$ 32.25
1"	\$ 53.87
1½"	\$ 80.61
2"	\$ 129.02
3"	\$ 258.05
4"	\$ 403.19
6"	\$ 807.34
Living Unit Equivalent (LUE)	\$ 13.17 for each LUE

Residential:

Block 1	per kgals. (0-2,000 gallons)	\$ 3.28
Block 2	per kgals. (2001-5,000 gallons)	\$ 3.61
Block 3	per kgals. (5,001-9,000 gallons)	\$ 3.92
Block 4	per kgals. (above-9,000 gallons)	\$ 4.58

Non-Residential:

Block 1	per kgals. (0-15,000 gallons)	\$ 4.43
Block 2	per kgals. (15,001-45,000 gallons)	\$ 4.87
Block 3	per kgals. (45,001-120,000 gallons)	\$ 5.31
Block 4	per kgals. (above-120,000 gallons)	\$ 5.75

Irrigation:

All usage	\$ 6.93 per 1,000 gallons
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Bulk Water Rate

\$ 6.17 per 1,000 gallons

Sewer Rates**Rates for all Single Family Dwelling accounts per connection.**

Total "charge" includes monthly minimum plus \$6.91-per 1,000 gallons. Usage is based on three consecutive months average water billing during low use period (December, January and February).

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
5/8" x 3/4"	\$ 28.84
1"	\$ 28.84
1½"	\$ 28.84
2"	\$ 28.84
3"	\$ 28.84
4"	\$ 28.84
6"	\$ 28.84

City of Taylor - Fee Schedule for City Services FY 2019-20

Rates for all multi- family dwelling, commercial and industrial accounts per connection.Total monthly charge includes monthly minimum plus **\$6.91-** per 1,000 gallons.

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
5/8" x 3/4"	\$ 28.84
1"	\$ 28.84
1½"	\$ 28.84
2"	\$ 28.84
3"	\$ 28.84
4"	\$ 28.84
6"	\$ 28.84

Additional Utility Service Fees:

Administrative/Processing Fee	\$ 25
After Hours Connection Fee	\$ 50
Connect Fees	\$ 25
Fire Hydrant Meter-Base Fee (no consumption included)	\$ 100
Fire Hydrant Meter-Deposit	\$ 600
Late Fee (Applied to balance of account if not paid by due date indicated on bill)	10%
Lock Fee	\$ 25
Meter Fee	\$ 275
*Meter Fee is either \$275 or cost of meter at time of City purchase - whichever amount is greater.	
Meter Flow Test-In-House	\$ 40
Plugged/Pulled Meter Fee	\$ 75
Reconnect Fee	\$ 25
Reread Fees	\$ 20
Return Check & NSF Electronic Draft Fees	\$ 30
Return Trip Fee	\$ 20
Third Party Meter Flow Test-Commercial	\$ 175
Third Party Meter Flow Test-Residential	\$ 95
Transfer Fee	\$ 20
Unauthorized Usage Fee (customer turns water back on to avoid the after charge)	\$ 75

Municipal Drainage Utility System

Equivalent Residential Unit (ERU)	Monthly Rate
Residential (includes multi-family) = 1 ERU/Unit	\$ 3 Per ERU
Non-residential= \$3.00 per 2,500 sq ft of impervious area	\$ 3 minimum fee



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 5
Agenda Title: **Consider Ordinance 2019-26, annexing a tract of land approximately 11.93 acres, more or less, in size generally located across from Taylor High School on FM 973**

Council Action to be taken: Consider ordinance

Department Submitted: Development Services

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

1. PURPOSE/DESCRIPTION

This agenda item is regarding the consideration of the annexation ordinance.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

This annexation petition is being processed concurrently with a request to rezone the subject property to R-1/RPD for future development of a new housing subdivision proposing a variety of housing types. The Council held the public hearing on the rezoning request on August 22, 2019.

3. STAFF ANALYSIS (How and Why)

The City received a petition for voluntary annexation for the subject property.

Pursuant to Chapter 43 of the Texas Local Government Code, the City may annex an area contiguous to the current city limits on the request of the property owner after holding a public hearing on the annexation.

4. RECOMMENDATION

Staff recommends holding the public hearing and introducing the ordinance annexing the property.

5. FUNDING SOURCE

N/A

6. TIMELINE

The petition was submitted on August 5, 2019.

The public hearing and introduction of the annexation ordinance was held on September 12, 2019.

Consideration of adoption of the annexation ordinance is scheduled for September 26, 2019.

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

N/A

8. ATTACHMENTS

5a. [Draft Ordinance 2019-26](#)

5b. [Metes and Bounds](#)

5c. [Annexation Petition](#)

5d. [Service Plan](#)

5e. [Property Map](#)

5f. [Power Point presentation](#)

ORDINANCE NO. 2019-26

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS, TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR FILING WITH THE WILLIAMSON COUNTY CLERK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Taylor, Texas, is a Home Rule City as defined by the Texas Local Government Code (hereinafter referred to as "LGC"); and

WHEREAS, an area, described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes, to be annexed voluntarily, is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City of Taylor, Texas ("Area"); and

WHEREAS, a service plan, attached hereto as Exhibit "C" and incorporated by reference herein for all purposes, for the provision of municipal services to the Area was negotiated and agreed to by the City and each person having an interest in the Area; and

WHEREAS, under the LGC, the City Charter of Taylor, Texas, and other applicable provisions of Texas law, the City of Taylor, Texas, and the Taylor City Council, as the governing body of the municipality, is authorized to annex the Area; and

WHEREAS, institution of annexation proceedings, the public hearing and the presentation and introduction of this Ordinance in such form as it may be finally passed occurred within the periods of time and methods prescribed by law; and

WHEREAS, pursuant to Sections 43.905 and 43.9051 of the LGC, notices were mailed to school districts, and public entities notifying them of the annexation; and

WHEREAS, the Texas Local Government Code, Chapter 43, Subchapter C-3 authorizes municipalities to annex areas on petition of area landowners; and

WHEREAS, a petition, attached hereto as Exhibit "B" and incorporated by reference herein for all purposes, describing the area for annexation by metes and bounds was presented by each person having an interest in the Area to the Taylor City Council; and

WHEREAS, the City Council acted on the petition for annexation within the times prescribed by law approving the land for annexation; and

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

SECTION 1.

The above and foregoing preamble is true and correct and is incorporated herein and made a part hereof for all purposes.

SECTION 2.

That the hereinafter described tract of land ("Area") which lies within Williamson County, Texas, and is within the extraterritorial limits of, is adjacent to and is contiguous to the present corporate limits of the City of Taylor, Texas, is hereby annexed to the City of Taylor, Texas, for all municipal purposes and the corporate lines and limits of the City of Taylor, Texas, are hereby extended to include the Area, which is more particularly described by metes and bounds in Exhibit "A".

SECTION 3.

That the Area annexed herein shall bear its pro-rata part of the taxes assessed by the City of Taylor, Texas.

SECTION 4.

That the inhabitants of the Area hereby annexed to the City of Taylor, Texas, shall be entitled to all the rights and privileges of the citizens of the City of Taylor, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Taylor, Texas.

SECTION 5.

It is not the intention of the City of Taylor, Texas, to annex any territory or area not legally subject to annexation by the City, and should any portion of the Area not be subject to legal annexation by the City of Taylor, Texas, such fact shall not prevent the City from annexing such Area, which is subject to legal annexation by the City, and it is the intention of the City to annex only such territory or area that it may legally annex within the limits of the Area.

SECTION 6.

The Annexation Service Plan which is attached to this Ordinance as Exhibit "C" is hereby approved and incorporated by reference herein as part of the Ordinance.

SECTION 7.

It is hereby declared to be the intention of the City Council of the City of Taylor, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 8.

All rights and remedies of the City of Taylor, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting annexations, 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 9.

The City Clerk of the City of Taylor, Texas, is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Taylor, Texas, and by filing this Ordinance in the Ordinance records of the City.

SECTION 10.

The City Clerk of the City of Taylor, Texas, is directed to file a certified copy of this Ordinance, together with a copy of the petition, in the office of the County Clerk of Williamson County, Texas.

SECTION 11.

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

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2019-26 was introduced before the Taylor City Council on the 12th day of September, 2019 at 6:00p.m.

PASSED, APPROVED and ADOPTED this the ____ day of _____, 2019.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION

BEING 11.934 ACRES (519835 SQ. FT.) OF LAND OUT OF THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF TRACT ONE, A CALLED 55 ACRE TRACT, CONVEYED TO WILLIAM LYNN DAVIS IN VOLUME 1917, PAGE 490 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.). SAID 11.934 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 6 inch steel pipe found at the southwest corner of said Tract One and the northwest corner of the First Tract, (called 61.68 acres), conveyed to Wesley Miller and wife, Billie Gene Miller in Volume 844, Page 794, D.R.W.C., being a point in the east line of Tract Two, (a called 45 acre tract), conveyed to William Lynn Davis in Volume 1917, Page 490, D.R.W.C., for the southwest corner and **POINT OF BEGINNING** of this tract;

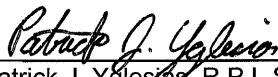
THENCE, N 21°35'30" W, with the common line of said Tract One and said Tract Two, a distance of 515.37 feet to a calculated point for the northwest corner of this tract;

THENCE, N 68°24'30" E, over and across said Tract One, a distance of 916.79 feet to a calculated point in the current city limits line of the City of Taylor for the northeast corner of the herein described tract;

THENCE, S 07°46'40" E, with the current city limits line of the City of Taylor, a distance of 739.28 feet to a calculated point in the north line of said First Tract for the southeast corner of this tract, from which a 1/2 inch iron rod with a cap stamped Bryan Tech found bears N 83°42'33" E, a distance of 1173.38 feet at the most easterly corner of said First Tract, and being in the northwest right-of-way of F.M. 973;

THENCE, S 83°42'33" W, with the current city limits line of the City of Taylor and with the common line of said Tract One and said First Tract, a distance of 767.47 feet to the **POINT OF BEGINNING**, and containing a computed area of 11.934 acres 519,835 square feet).

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



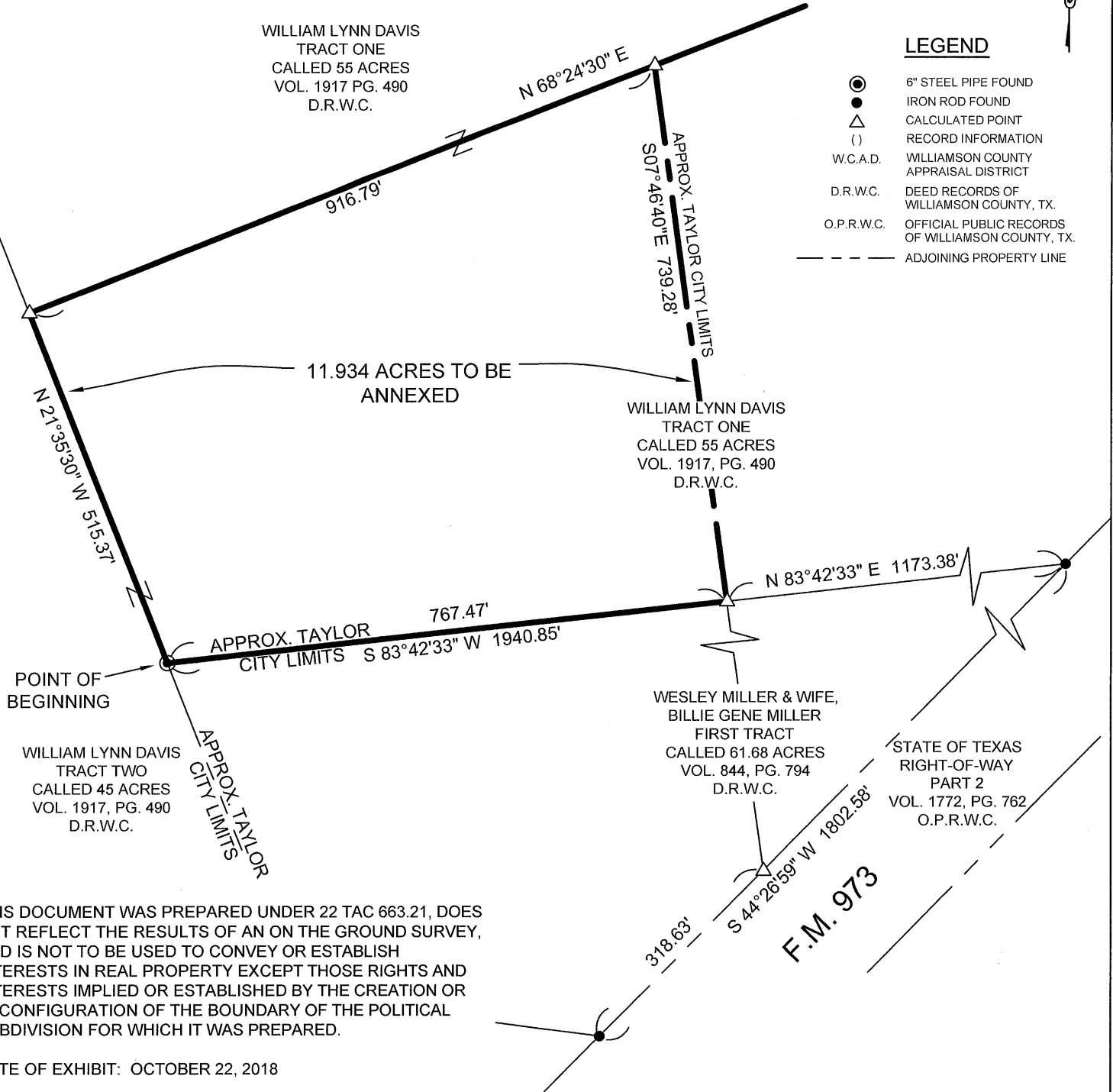
Patrick J. Yglesias, R.P.L.S. No. 5813, State of Texas
Haynie Consulting, Inc. Engineers – Surveyors
1010 Provident Lane,
Round Rock, Texas 78664
TBPLS Firm No. 100250-00

10-22-18

Date

ANNEXATION EXHIBIT 'A'

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TO ACCOMPANY FIELD NOTE DESCRIPTION

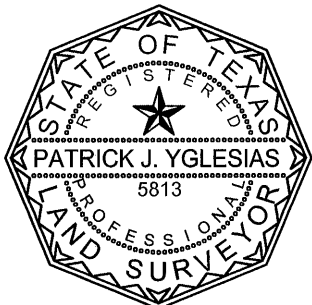


LEGEND

- 6" STEEL PIPE FOUND
- IRON ROD FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION
- W.C.A.D. WILLIAMSON COUNTY APPRAISAL DISTRICT
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- ADJOINING PROPERTY LINE

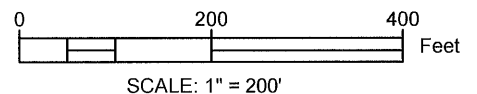
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DATE OF EXHIBIT: OCTOBER 22, 2018



NOTES:

1. COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS AND SCALED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99988809. SURFACE DISTANCE = GRID DISTANCE / 0.99988809.
2. THE LOCATION OF THE CITY LIMITS DEPICTED HEREON IS BASED UPON W.C.A.D. MAP INFORMATION.



HAYNIE CONSULTING, INC.

Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

Patrick J. Yglesias Oct 22, 2018

(B)

Exhibit "B"

ANNEXATION OR CITY LIMITS EXTENSION

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

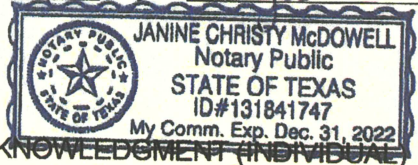
The undersigned owners of the hereinafter described tract of land, which is (1) one-half mile or less in width, (2) contiguous to the city limits, and (3) vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city 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. 2019071361 2019071348 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 Aaron Levy this 9th day of August, 2019, A.D.



Notary Public, State of Texas

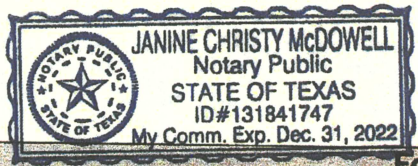
ACKNOWLEDGMENT (INDIVIDUAL)

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 9th day of August, 2019, by Aaron Levy, the President, of Townbridge Properties, a Texas LLC, on behalf of said owner.



Notary Public, State of Texas

For Office Use Only

DATE RECEIVED:	_____
CITY COUNCIL HEARING DATE:	_____

Davis 12 Acre Annexation
803-18-02

Taylor, Williamson County, Texas

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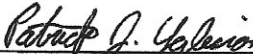
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Patrick J. Yglesias, R.P.L.S. No. 5813, State of Texas
Haynie Consulting, Inc. Engineers – Surveyors
1010 Provident Lane,
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10-22-18
Date

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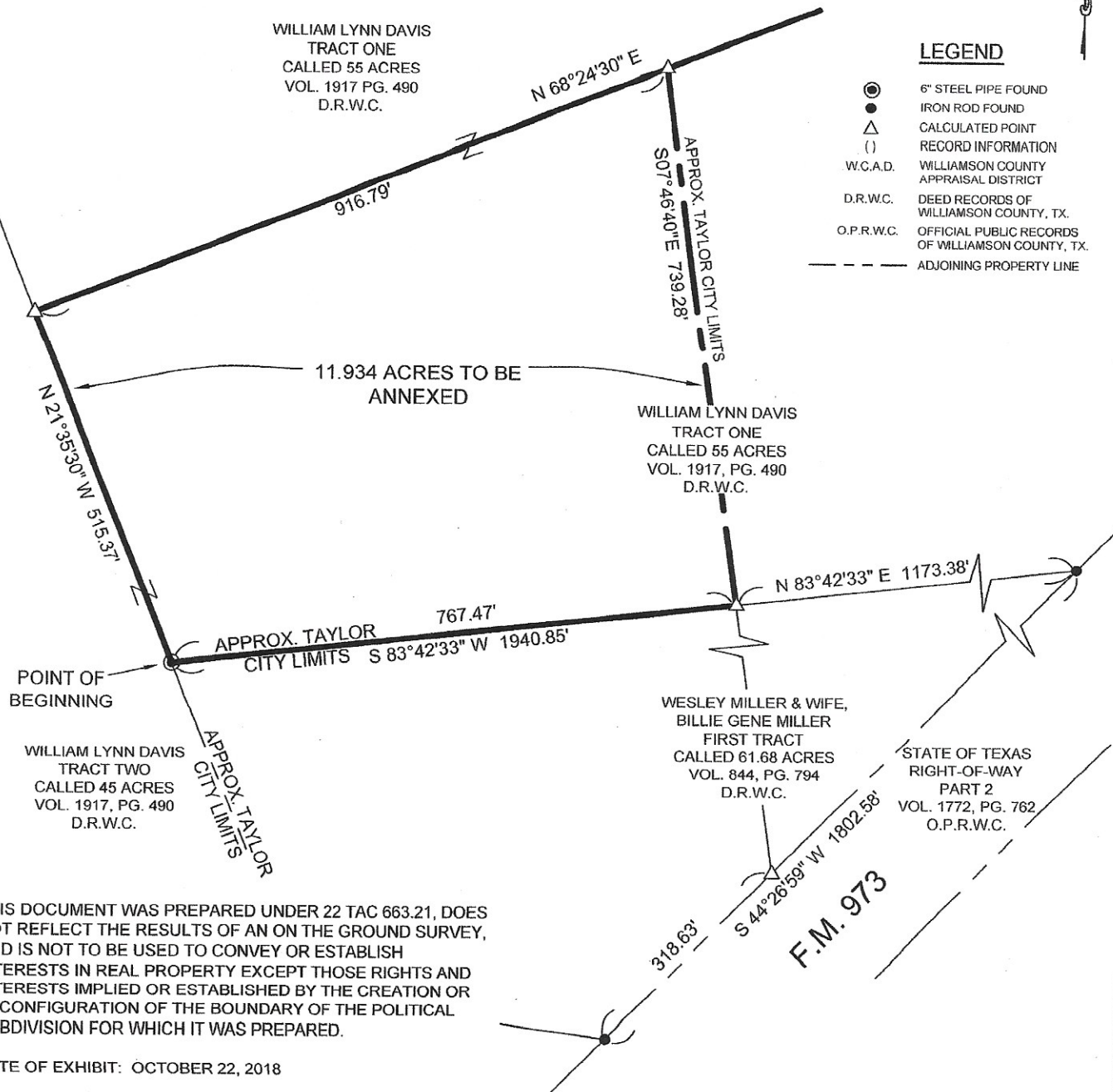
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WILLIAM LYNN DAVIS
TRACT ONE
CALLED 55 ACRES
VOL. 1917 PG. 490
D.R.W.C.

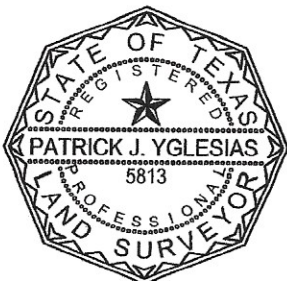
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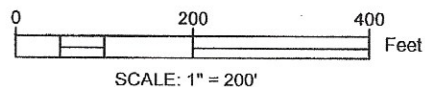
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TBPE FIRM # F-002411, TBPLS FIRM # 100250-00



Patrick J. Yglesias Oct 22, 2018

Exhibit "C"
CITY OF TAYLOR, TEXAS
ANNEXATION SERVICE PLAN

The following is a plan whereby City of Taylor, Texas ("City") services will be provided to the proposed annexation area, as follows, located primarily adjacent to the present City limits:

Approximately 11.934 acres of land out of the George M. Reese Survey, Abstract No. 533, Williamson County, Texas and being a portion of Tract One, a called 55 acre tract, conveyed to William Lynn Davis in Volume 1917, Page 490 of the Deed Records of Williamson County, Texas, located west of FM 973 immediately across FM 973 from the Taylor High School ("Area").

The services will be provided to the Area according to the following plan upon annexation.

FIRE

Fire suppression will be available to the Area upon annexation. Adequate fire suppression activities can be provided to the Area within current budget appropriation. Fire prevention activities will be provided by the Taylor Fire Department as needed.

POLICE

Upon annexation of the Area, the City of Taylor Police Department will extend regular and routine patrols to the Area. Implementation of police patrol activities can be accommodated within the current budget and staff appropriation.

EMERGENCY MEDICAL SERVICES

Emergency Medical Services will be provided by Williamson County EMS and the City of Taylor Fire Department, as needed, in accordance with City policies and state laws.

WATER SERVICE AND MAINTENANCE OF WATER FACILITIES

Water service will be provided in accordance with the applicable codes and departmental policy. Inspection of water distribution lines will be provided under the statutes of the State of Texas. 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.

SANITARY SEWER SERVICE AND MAINTENANCE

Sanitary sewer service will be provided in accordance with applicable City codes and departmental policies as development occurs within the Area. 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.

SOLID WASTE SERVICES

Solid waste collection and services now provided to the citizens of the City will be provided in accordance with applicable City ordinances, policies and laws.

STREETS AND RIGHTS-OF-WAY

Maintenance of annexed streets and rights-of-way, as appropriate, will include emergency maintenance, repairs of hazardous potholes, and measures necessary for traffic flow; routine maintenance presently performed within the City; reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other improvements as needed and determined by the City under City policies; installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need is established by appropriate study and traffic standards and City policy; installation and maintenance of street lighting in accordance with established City policies.

STORM WATER MANAGEMENT

Developers in the Area will provide storm water drainage at their own expense and will be inspected by City Engineers at time of completions. The City will then maintain the drainage, upon City approval.

STREET LIGHTING

The City will coordinate any request for improved street lighting with the local electric provider, in accordance with standard City policy.

BUILDING INSPECTION

Building inspection, permit issuance and code enforcement according to applicable City codes and law will be conducted by the City upon annexation of the Area.

PLANNING AND ZONING

City development ordinances will apply to the Area upon annexation, and the City will provide the administrative services pertaining to planning, zoning, development and routine City code enforcement service by present personnel, equipment and facilities.

PARKS AND RECREATION

Upon annexation of the Area, current City parks and recreation facilities will be available to residents of the annexed Area.

LIBRARY

Upon annexation of the Area, City library use will be available to residents of the Area according to rules promulgated by the City for library use.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

The Williamson County and Cities Health District and the City shall provide enforcement of the City health ordinances and regulation, and the enforcement will apply to the Area upon annexation.

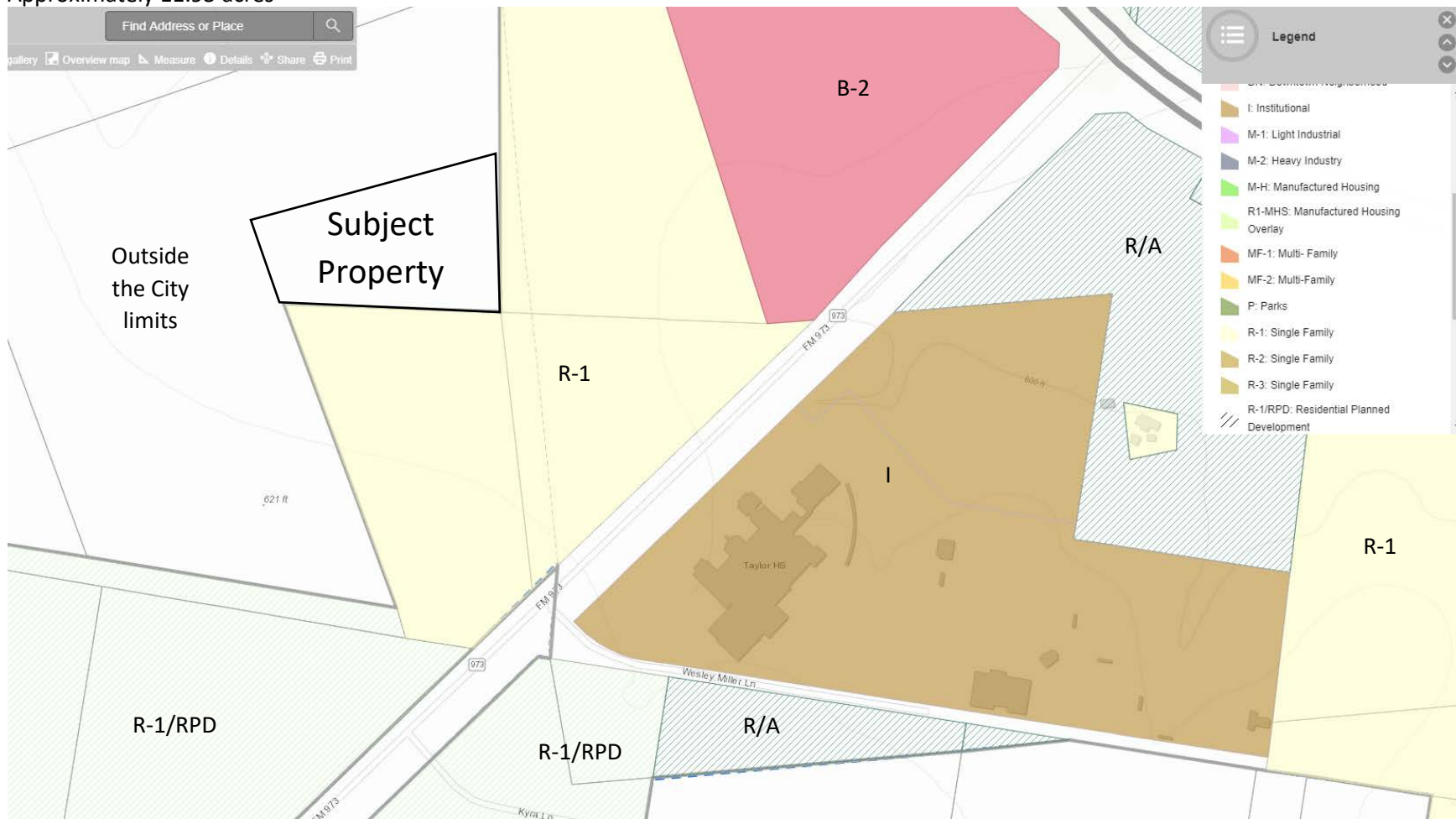
CAPITAL IMPROVEMENTS

No capital improvements are planned for the Area, but if any are undertaken they will be initiated and substantially completed according to City policies and state law.

OTHER SERVICES

The Area will be provided a level of services, infrastructure and infrastructure maintenance that is comparable to the level of service, infrastructure and infrastructure maintenance in other parts of the City, with topography, land use and population density similar to those reasonable contemplated or projected in the Area and as required by law.

PZ-2019-11
Annexation
530 F.M. 973
Approximately 11.93 acres





City of Taylor
City Council
September 12, 2019

PZ-2019-1127

Voluntary Annexation

Approximately 11.93 acres across from
Taylor High School

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

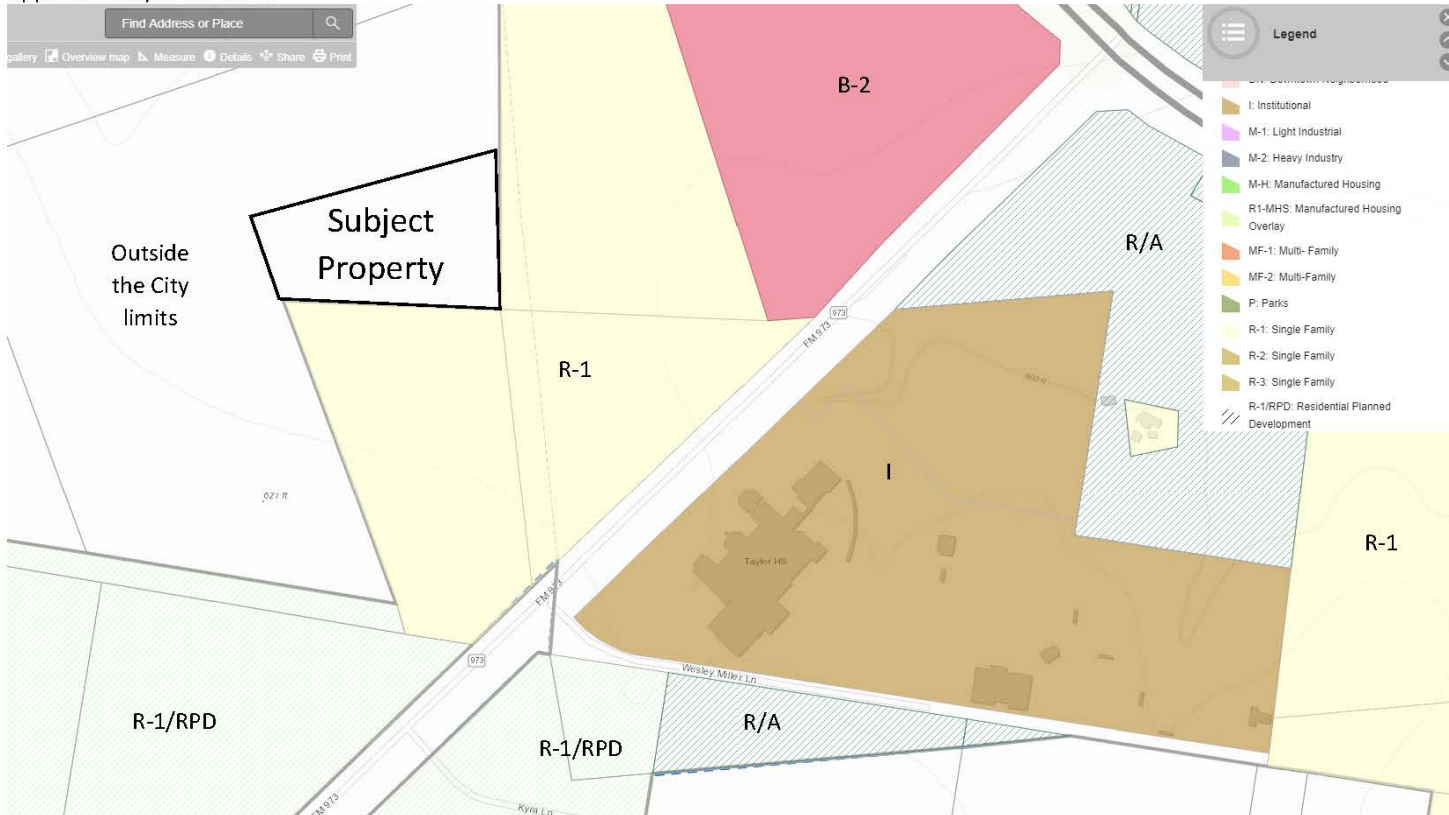
Subject Property

PZ-2019-1127

Annexation

530 F.M. 973

Approximately 11.93 acres



Analysis

- **To move forward with a proposed Residential Planned Development annexation of the subject property is necessary.**
 - **This application is running concurrently with the application to rezone approximately 58.31 acres, which includes this subject property.**
- 
- A decorative horizontal bar at the bottom of the slide, featuring a green-to-dark-green gradient.

Recommendation

Staff recommends approval of the annexation.

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



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 6

Agenda Title: Consider Ordinance 2019-27, changing the current zoning for a parcel of land, consisting of approximately 58.31 acres, addressed as 530 FM 973, located across from Taylor High School, from Single-Family Residential Zoning District (R-1) to Local Commercial Zoning District (B-1) and Single-Family Zoning District with a Residential Planned Development Overlay (R-1/RPD). (Tom Yantis)

Council Action to be taken: Consider Ordinance

Department Submitted: Development Services

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

1. PURPOSE/DESCRIPTION

The purpose of the request for rezoning and overlay is to layout and develop the subject property for 230 to 239 lots of various sizes, comprised of single-family detached, twin homes, duplexes and townhomes and to provide approximately 10 acres of local commercial zoning. The single-family detached homes are the only land use permitted by-right. The other proposed land uses are not permitted by-right in the R-1 Zoning District. To develop as proposed a change in zoning that would permit multiple types of residential land uses is necessary, so the request is a change to R-1 with a Residential Planned Development Overlay (R-1/RPD). By implementing the overlay the developer can provide a variety of housing types.

A portion of the subject property is currently outside the city limits. The property owner has petitioned the City Council for annexation of that portion of the property. Staff is processing the annexation request and will include the public hearing and annexation ordinance introduction on the September 12, 2019 agenda. Therefore, the rezoning ordinance is not being introduced with this agenda item, but will be introduced at the same meeting as the annexation ordinance.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

On August 13, 2019, Planning and Zoning Commission held a public hearing regarding this rezoning request. The Planning and Zoning Commission unanimously recommended approval of the request to rezone the subject property from R-1 to B-1 for approximately

10 acres along the frontage of FM 973 and R-1/RPD for the remaining acreage of approximately 40 acres.

3. STAFF ANALYSIS (How and Why)

The applicant is proposing to rezone the subject property and implement an overlay. The purpose of the rezoning to B-1 is to encourage commercial development in the southern part of Taylor where commercial activity is lacking. Additionally, the commercial development along FM 973 will provide a buffer for the residential development and may alleviate some of the noise, dust and nuisances created by traffic on this type of larger state road. The purpose of the Residential Planned Development Overlay is to tailor the residential development standards to the specific development and site. Tailoring the requirements will allow the development to provide a variety of lot sizes for the future development of more than one type of single-family residential development.

To consider the request it is necessary to refer to the Comprehensive Plan and Future Land Use Plan map (FLUP). As a component of the Comprehensive Plan, the FLUP provides the logic behind decisions about land use with regard to regulation i.e., zoning. This request to rezone the subject property to B-1 and R-1/RPD is substantially consistent with the FLUP as the designation for the subject property is Multi-Family and Single-Family and adjacent to an area designated for Commercial land uses.

4. RECOMMENDATION

Staff recommended approval of the proposed request to the Planning and Zoning Commission.

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

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – August 13, 2019
City Council public hearing– August 22, 2019
City Council introduce rezoning ordinance – September 12, 2019
City Council consider approval of rezoning ordinance – September 26, 2019

7. OTHER OPTIONS (In order of preference)

Council could deny or table the request.

8. ATTACHMENTS

6a. [Draft Ordinance 2019-27](#)

6b. [Ordinance Exhibit A - Metes and Bounds, 10 acres](#)

- 6c. [Ordinance Exhibit B - Metes and Bounds, 48 acres](#)
- 6d. [Ordinance Exhibit C - Planned Development](#)
- 6e. [P&Z Staff Report](#)
- 6f. [Presentation](#)

ORDINANCE NO. 2019-27

AN ORDINANCE CHANGING THE ZONING OF 58.31 ACRES OF LAND DESCRIBED IN THIS ORDINANCE FROM SINGLE-FAMILY ZONING DISTRICT (R-1) TO LOCAL COMMERCIAL ZONING DISTRICT (B-1) AND TO SINGLE-FAMILY ZONING DISTRICT WITH A RESIDENTIAL PLANNED DEVELOPMENT OVERLAY (R-1/RPD) WHICH 58.31 ACRES IS GENERALLY LOCATED AT 530 FM 973, IN TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF TAYLOR, TEXAS TO SHOW THE ZONING CHANGES SET FORTH IN THIS ORDINANCE; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on August 22, 2019, to consider the request made by Haynie Consulting. Inc./Tim Haynie as agent for Castlewood Homes, LLC(owner), which 58.31 acres is legally described in Exhibits A and B attached hereto and incorporated by reference herein for all purposes ("Property"); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on August 13, 2019, to consider the zoning request, and recommended the zoning change to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Property zoning changes, as herein after set out.

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, being 10.05 acres, is amended from Single-Family Zoning District (R-1) to Local Commercial Zoning District (B-1).

SECTION 3. The property described in Exhibit B, being 48.26 acres, is amended from Single-Family Zoning District (R-1) to Single-Family Zoning District with a Residential Planned Development Overlay (R-1/RPD).

SECTION 4. The Residential Planned Development hereby referred to as the Castlewood Residential Planned Development that shall be applied to and be required for the 48.26 acres shown in

Exhibit B is described in Exhibit C attached hereto and incorporated by reference herein.

SECTION 5. The Official Zoning Map of the City of Taylor is amended to show the zoning changes set forth in this Ordinance.

SECTION 6. 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 7. 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 8. In accordance with Article VIII of the City Charter, Ordinance 2019-27 was introduced before the Taylor City Council on the 12th day of September, 2019.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2019.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

EXHIBIT A

METES AND BOUNDS DESCRIPTION

BEING 10.05 ACRES (437,643 SQ. FT.) OF LAND OUT OF THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF FIRST TRACT, A CALLED 61.68 ACRE TRACT CONVEYED TO WESLEY MILLER AND WIFE, BILLIE GENE MILLER IN VOLUME 844, PAGE 794 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.); (BEARINGS OF LINES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS AND SCALED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99988809. SURFACE DISTANCE = GRID DISTANCE / 0.99988809. DISTANCES EXPRESSED IN U.S. SURVEY FEET). SAID 10.05 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a cap stamped "BRYAN TECH" found at the intersection of the northerly right-of-way line of FM 973 (200 Ft. R.O.W.) with the common survey line of said George M. Reese Survey and the HT&B R.R. Company Survey, Abstract No. 211, at the westernmost corner of Parcel 7, Part 1, conveyed to the State of Texas in Volume 1772, Page 762, D.R.W.C., and at the easternmost corner of Tract 2, (called 69.993 acres), conveyed to Ronald T. Randig in Document No. 2018026037, O.P.R.W.C. for the **POINT OF BEGINNING** of this tract;

THENCE, N 82°33'41" W, with the common line of said Tract 2, (called 69.993 acres), and said First Tract, (remainder of 61.68 acres), and along the common survey line of said George M. Reese Survey and the HT&B R.R. Company Survey, a distance of 257.09 feet to a 1/2" iron rod with cap stamped "HAYNIE CONSULTING" found at a fallen concrete monument at the southwest corner of said First Tract, (remainder of 61.68 acres), for the southwest corner of this tract;

THENCE, N 21°35'30" W, with the common boundary lines of said First Tract (remainder of 61.68 acres), and said Tract 2, (called 69.993 acres), passing at a distance of 127.77 feet a destroyed concrete monument found at the northeast corner of said Tract 2 (called 69.993 acres), and the southeast corner of Tract Two (called 45 acres) conveyed to William Lynn Davis Jr. in Volume 1917, Page 490, D.R.W.C., a total distance of 294.76 feet to a calculated point for the northwest corner of this tract;

THENCE, over and across said First Tract (remainder of 61.68 acres), the following four (4) bearings and distances:

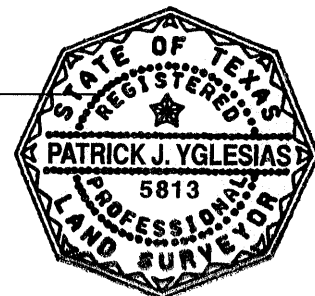
1. N 68°24'30" E, a distance of 184.96 feet to a calculated point at the beginning of a curve to the right;
2. An arc length of 166.56 feet with said curve to the right having a radius of 265.00 feet, a delta of 36°00'43" and a chord bearing and distance of N 86°24'52" E, 163.83 feet to a calculated point for an interior angle point;
3. N 44°26'59" E, a distance of 1,019.07 feet to a calculated point for the northernmost corner of this tract;
4. S 45°33'01" E, a distance of 290.00 feet to a calculated point in the northerly right-of-way of said FM 973 for the westernmost corner of this tract;

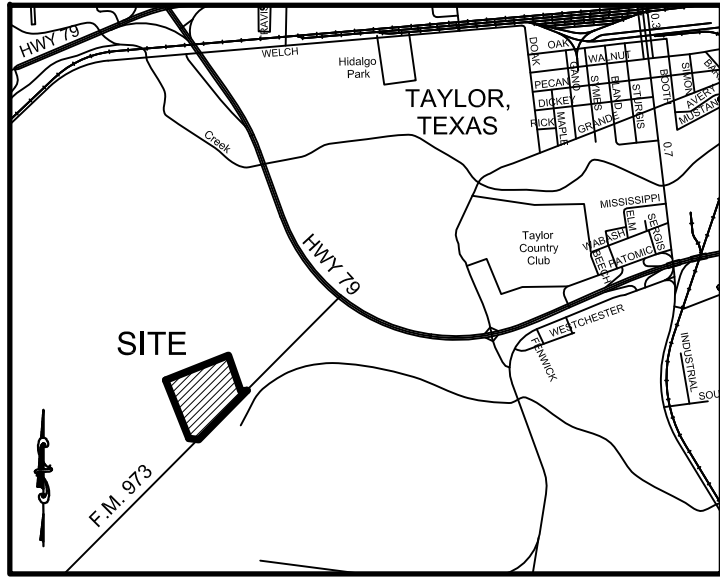
THENCE, S 44°26'59" W, with the northerly right-of-way of said FM 973, a distance of 1,274.85 feet to the **POINT OF BEGINNING**, and containing a calculated area of 10.05 acres (437,643 Sq. Ft.), of land.

THIS METES AND BOUNDS DESCRIPTION IS ACCOMPANIED BY A SKETCH ISSUED BY HAYNIE CONSULTING, INC. DATED JUNE 26, 2019.


Patrick J. Yglesias, R.P.L.S. No. 5813, State of Texas
Haynie Consulting, Inc. Engineers – Surveyors
1010 Provident Lane,
Round Rock, Texas 78664
TBPLS Firm No. 100250-00

06-26-19
Date





VICINITY MAP
NOT TO SCALE

SUBMITTAL DATE: JUNE 26, 2019

ADDRESS: 530 F.M. 973
TAYLOR, TEXAS

WILLIAM LYNN DAVIS, JR.
TRACT TWO
CALLED 45 ACRES
VOL. 1917, PG. 490, D.R.W.C.

POINT OF
BEGINNING
EXHIBIT 'A'

GEORGE M. REESE
SURVEY A-533
HT&B RR CO, ABS. 211

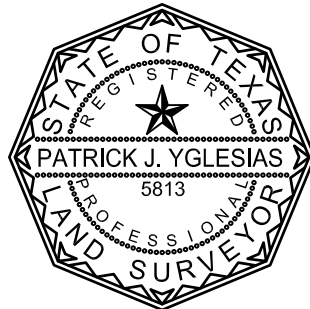
DESTROYED
MONUMENT

IRF & FALLEN
MONUMENT

RONALD T. RANDIG
TRACT 2
CALLED 69.993 ACRES
DOC. 2018026037, O.P.R.W.C.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DATE OF EXHIBIT: JUNE 26 2019



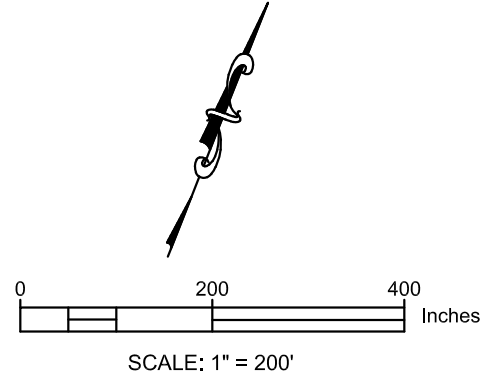
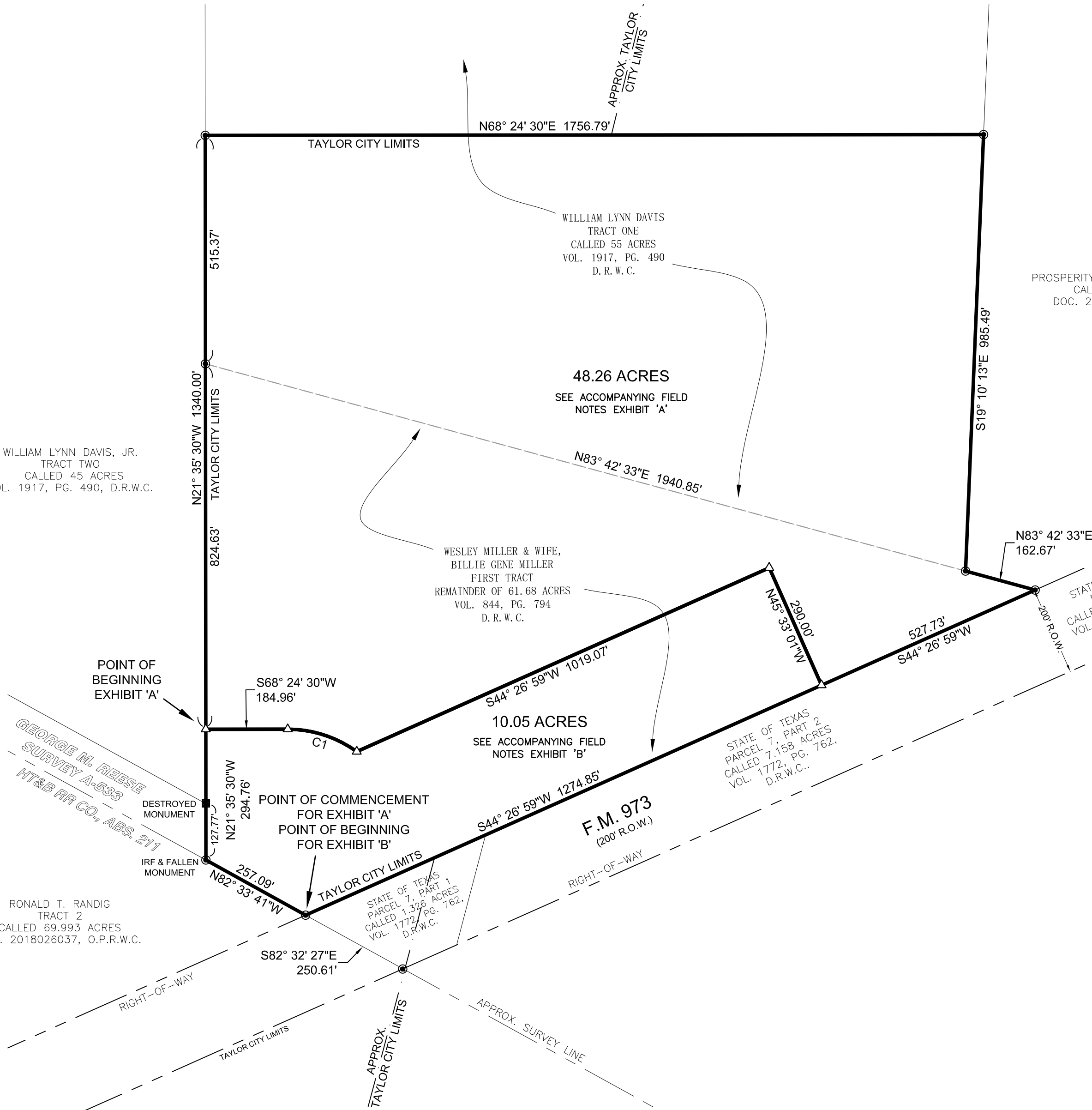
Patrick J. Yglesias Jun 26, 2019

NOTES:

1. COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS AND SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99988809.
SURFACE DISTANCE = GRID DISTANCE / 0.99988809.

2. ELEVATIONS ARE BASED ON THE ORTHOMETRIC HEIGHT AS COMPUTED FROM GPS VECTORS, (NAVD88, GEOID12B).

3. THIS SKETCH IS ACCOMPANIED BY NARRATIVE METES AND BOUNDS DESCRIPTIONS.



LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- CONCRETE MARKER FOUND
- CALCULATED POINT
- RECORD INFORMATION
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY

PROSPERITY LAND DEVELOPMENT, LLC
CALLED 38.979 ACRES
DOC. 2017032750, O.P.R.W.C.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	166.56'	265.00'	36°00'43"	S86° 24' 52"W	163.83'

SKETCH OF
48.26 AND 10.05 ACRES
IN TAYLOR, WILLIAMSON COUNTY, TEXAS



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.

4 OF 4

DRAWN BY: PY & KS
CHECKED BY: BJ
PROJ. #: 803-18-02

EXHIBIT B

METES AND BOUNDS DESCRIPTION

BEING 48.26 ACRES (2,102,017 SQ. FT.) OF LAND OUT OF THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF FIRST TRACT, A CALLED 61.68 ACRE TRACT CONVEYED TO WESLEY MILLER AND WIFE, BILLIE GENE MILLER IN VOLUME 844, PAGE 794 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.), ALSO BEING A PORTION OF THE REMAINDER OF TRACT ONE, A CALLED 55 ACRE TRACT CONVEYED TO WILLIAM LYNN DAVIS IN VOLUME 1917, PAGE 490, D.R.W.C.; (BEARINGS OF LINES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS AND SCALED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99988809. SURFACE DISTANCE = GRID DISTANCE / 0.99988809. DISTANCES EXPRESSED IN U.S. SURVEY FEET). SAID 48.26 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with a cap stamped "BRYAN TECH" found at the intersection of the northerly right-of-way line of FM 973 (200 Ft. R.O.W.) with the common survey line of said George M. Reese Survey and the HT&B R.R. Company Survey, Abstract No. 211 for the westernmost corner of Parcel 7, Part 1, conveyed to the State of Texas in Volume 1772, Page 762, D.R.W.C., and at the easternmost corner of Tract 2, (called 69.993 acres), conveyed to Ronald T. Randig in Document No. 2018026037, O.P.R.W.C.;

THENCE, N 82°33'41" W, with the common line of said Tract 2, (called 69.993 acres), and said First Tract, (remainder of 61.68 acres), and along the common survey line of said George M. Reese Survey and the HT&B R.R. Company Survey, a distance of 257.09 feet to a 1/2" iron rod with cap stamped "HAYNIE CONSULTING" found at a fallen concrete monument at the southwest corner of said First Tract, (remainder of 61.68 acres);

THENCE, N 21°35'30" W, with the common boundary lines of said First Tract, (remainder of 61.68 acres), and said Tract 2 (called 69.993 acres), passing at a distance of 127.77 feet a destroyed concrete monument found at a northeast corner of said Tract 2, (called 69.993 acres), and the southeast corner of Tract Two, (called 45 acres), conveyed to William Lynn Davis, Jr. in Volume 1917, Page 490, D.R.W.C., a total distance of 294.76 feet to a calculated point for the southwest corner and **POINT OF BEGINNING** of this tract;

THENCE, N 21°35'30" W, continuing with the common boundary lines of said First Tract (remainder of 61.68 acres), and said Tract Two, (called 45 acres), passing at a distance of 824.63 feet a 1/2 inch iron rod found at the common westerly corner of said First Tract, (remainder of 61.68 acres), and said Tract One (called 55 acres), a total distance of 1,340.00 feet to a 6 inch steel pipe found in the west line of said Tract One, (called 55 acres), for the northwest corner of this tract;

THENCE, N 68°24'30" E, over and across said Tract One (called 55 acres), a distance of 1756.79 feet to a 1/2" iron rod with cap stamped "HAYNIE CONSULTING" found in the west line of a called 38.979 acre tract conveyed to Prosperity Land Development, LLC in Document No. 2017032750, O.P.R.W.C., being in the east line of said Tract One (called 55 acres) for the northeast corner of this tract;

THENCE, S 19°10'13" E, with the common boundary line of said Tract One, (called 55 acres), and said 38.979 acre tract, a distance of 985.49 feet to a 1/2" iron rod with cap stamped "HAYNIE CONSULTING" found in the north line of said First Tract (remainder of 61.68 acres), at the southeast corner of said Tract One, (called 55 acres), for an interior ell corner of this tract;

THENCE, N 83°42'33" E, with the common boundary line of said First Tract and said 38.979 acre tract, a distance of 162.67 feet to a 1/2 inch iron rod with a cap stamped "BRYAN TECH" found in the northerly right-of-way of said FM 973, at the northwest corner of Parcel 7, Part 2 conveyed to the State

of Texas in Volume 1772, Page 762, D.R.W.C., for a southerly corner of said 38.979 acre tract and the easternmost corner of this tract;

THENCE, S 44°26'59" W, with the northerly right-of-way of said FM 973, a distance of 527.73 feet to a calculated point for an exterior ell corner of this tract;

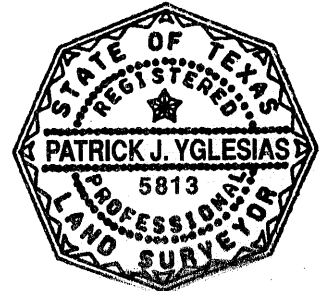
THENCE, over and across said First Tract (remainder of 61.68 acres), the following four (4) courses and distances:

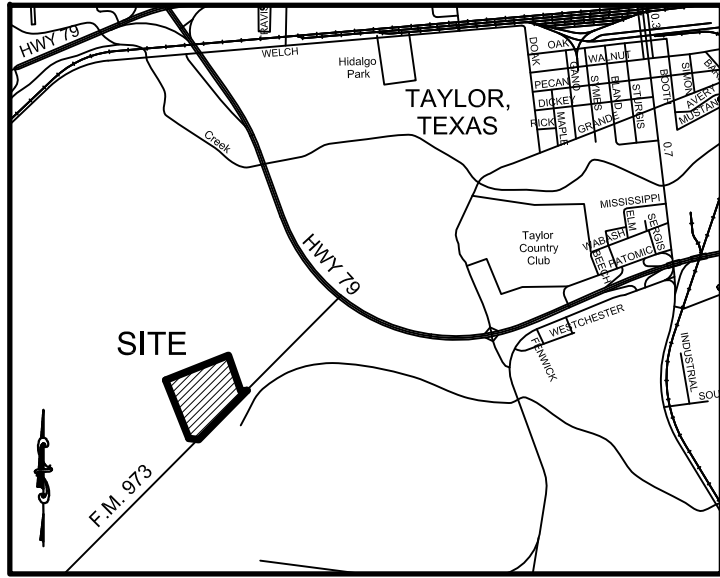
1. N 45°33'01" W, a distance of 290.00 feet to a calculated point for an interior ell corner of this tract;
2. S 44°26'59" W, a distance of 1,019.07 feet to a calculated point for the beginning of a non-tangent curve to the left;
3. An arc length of 166.56 feet with said non-tangent curve to the left having a radius of 265.00 feet, a delta of 36°00'43" and a chord bearing and distance of S 86°24'52" W, 163.83 feet to a calculated point for a point of tangency;
4. S 68°24'30" W, a distance of 184.96 feet to the **POINT OF BEGINNING** and containing a calculated area of 48.26 acres (2,102,017 Sq. Ft) of land.

THIS METES AND BOUNDS DESCRIPTION IS ACCOMPANIED BY A SKETCH ISSUED BY HAYNIE CONSULTING, INC. DATED JUNE 26, 2019.


Patrick J. Yglesias, R.P.L.S. No. 5813, State of Texas
Haynie Consulting, Inc. Engineers – Surveyors
1010 Provident Lane,
Round Rock, Texas 78664
TBPLS Firm No. 100250-00

06-26-19
Date



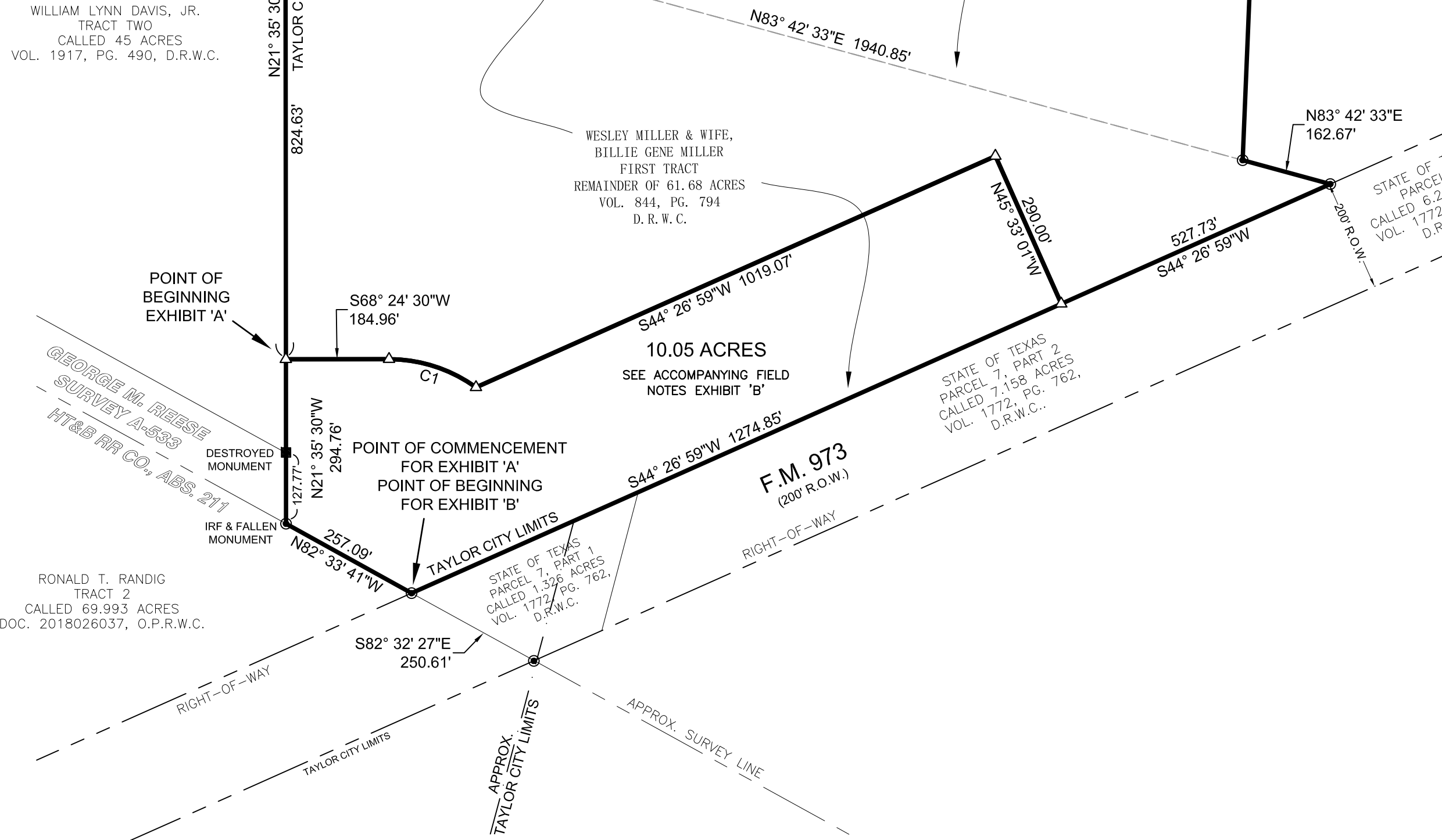


VICINITY MAP
NOT TO SCALE

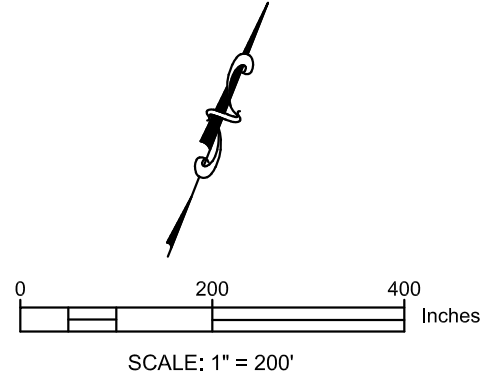
SUBMITTAL DATE: JUNE 26, 2019

ADDRESS: 530 F.M. 973
TAYLOR, TEXAS

WILLIAM LYNN DAVIS, JR.
TRACT TWO
CALLED 45 ACRES
VOL. 1917, PG. 490, D.R.W.C.



PROSPERITY LAND DEVELOPMENT, LLC
CALLED 38.979 ACRES
DOC. 2017032750, O.P.R.W.C.



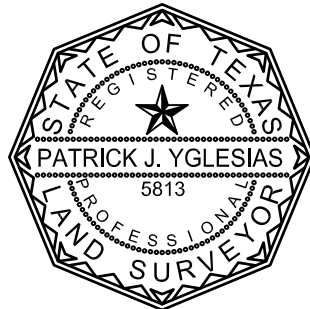
LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- CONCRETE MARKER FOUND
- CALCULATED POINT
- RECORD INFORMATION
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	166.56'	265.00'	36°00'43"	S86° 24' 52"W	163.83'

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DATE OF EXHIBIT: JUNE 26 2019



Patrick J. Yglesias Jun 26, 2019

NOTES:

- COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS AND SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99988809. SURFACE DISTANCE = GRID DISTANCE / 0.99988809.
- ELEVATIONS ARE BASED ON THE ORTHOMETRIC HEIGHT AS COMPUTED FROM GPS VECTORS, (NAVD88, GEOID12B).
- THIS SKETCH IS ACCOMPANIED BY NARRATIVE METES AND BOUNDS DESCRIPTIONS.

SKETCH OF
48.26 AND 10.05 ACRES
IN TAYLOR, WILLIAMSON COUNTY, TEXAS



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.

4 OF 4

DRAWN BY: PY & KS
CHECKED BY: BJ
PROJ. #: 803-18-02

Exhibit C
**Castlewood
Residential Planned
Development**

PROPERTY

The subject property is located on the west side of FM 973 directly across from the Taylor High School and encompasses approximately 48.26-acres, as more particularly described in Exhibit A and Exhibit B and is currently addressed as 530 FM 973.

PURPOSE

The purpose of the request for rezoning is to layout and develop the subject property for 230 to 239 lots of various sizes comprised of single-family detached, twin homes, duplexes and townhomes; the single-family detached homes are the only land use permitted by-right. The other proposed land uses are not permitted by-right in the R-1 Zoning District. To develop as proposed a change in zoning that would permit multiple types of residential land uses is necessary, so the request is a change to R-1 with a Residential Planned Development Overlay (R-1/RPD). By implementing the overlay the developer can provide a variety of housing types.

SITE LAYOUT PLAN

A Site Layout Plan has been attached to this Development Plan as **Exhibit 2** to illustrate the land use and design intent for the property.

LAND USES

Primary Use. The primary use of the development shall be for single family residential housing, including single-family detached, twin homes, duplexes and townhomes housing, Single Family Residential District. The request for the R-1/RPD allows the developer and home builders to provide four distinct types of housing products for a broad variety of people at different stages of life or with different lifestyles. The number of lots varies 230 to 239 as duplexes are on one lot and twin homes are on two lots. Both duplexes and twin are single-family attached dwelling units that share a central wall. The difference is a duplex is constructed on one lot while a twin home is constructed on two lots e.g., each dwelling unit is on one lot.

ACCESSORY DWELLING UNITS:

Accessory dwellings may be above or attached to garages and may be standalone dwellings. Accessory dwelling units are permitted by right without applying for a specific use permit. Accessory dwelling units may be up to 30% of the size of the primary structure on the same lot or 600 square feet, whichever is greater so long as the maximum lot coverage regulation (65% to 85%) is met per the table in Design Standards Section.

DESIGN STANDARDS

The following architectural styles of homes; Craftsman; Farmhouse; Colonial; Cottage and Cape Cod are permitted by-right. The exterior cladding associated with the architectural style of the home must be used. Masonry is not required; however, if masonry is incorporated it may not be used as the primary cladding material on the front façade only. The materials used

for cladding must be consistent on each and every exterior wall, so the cladding is consistent and cohesive.

Dutch Colonial, Federal, French Provincial Georgian and Greek Revival style homes and other styles may be permitted with the approval the HOA and Director of Development Services.

DEVELOPMENT STANDARDS

Development Standards				
	Single-Family Standard Lots	Single-Family Small Lots	Twin-Home and Duplex Standard Lots	Townhomes Single-Family Attached Lots
Minimum Lot Width (feet)	50	44	35/70 ¹	25
Minimum Lot Depth (feet)	120 ²	120 ³	130	105
Minimum Lot Square Footage	6,000	5,400	8,400	2,625
Setbacks				
Front (feet)	20	20	20	7.5
Interior Side (feet)	5	5	0/5 ⁴	0
Street Side (feet)	10	10	10	10
Rear (feet)	10	10	10	0
Rear for Detached Garages (feet)	5	5	5	0
Maximum Height (feet) ⁵	35	35	35	35
Maximum Lot Coverage	65%	70%	65%	85%
Off-Street Parking Spaces ⁶	2	2	2	2

¹ 35-feet for Twin home (single-family attached) and 70-ft for duplexes.

² Lots adjacent to the R-1/RPD boundary require 130-ft depth.

³ Lots facing the central park may be 110-ft and may be a minimum of 4,950 square feet in size.

⁴ Setback is zero (0) feet for shared wall and 5-ft for dwelling exterior wall.

⁵ Two- and one-half stories and 27-ft for accessory structures.

⁶ Off street parking - each dwelling unit is required to have two off-street parking spots and a minimum of one (1) car garage, the second parking spot may be in the front setback driveway.

SIDEWALKS

Sidewalks (4-ft in width) shall be constructed on both sides of all public streets, which shall be installed on a lot-by-lot basis by the homebuilders, except adjacent to public areas, which will be part of the public improvements.

ALLEYS

Townhome - alleys are private (owned and maintained by the Townhome Owner's Association) and shall have a minimum 20-foot right-of-way width.

Single-Family (detached) - alleys are public and shall have a minimum 20-ft right-of-way width.

LANDSCAPE REQUIREMENTS.

All landscaping selections shall be from the preferred plant list in Article 28 Vegetation. All townhome landscaping shall be maintained by the Townhome Property Owners' Association, all other common area landscaping shall be maintained by the Homeowners' Association.

PARKLAND AND COMMON AMENITY AREA.

Parkland.

The parkland dedication requirements of Subdivision Ordinance Section 2.12 will be met by the dedication of a two Park sites of approximately 1.60-acres and 1.18-acres for a total of 2.78-acres, all of which is out of the floodplain and each is shown in **Exhibit 2**, see **Exhibits 4 & 5** for general Park Layouts. The 1.18-acre park not only serves as green recreational parkland but also provides connectivity to the FM 973, the commercial development, and provides a buffer between the residential and commercial.

	Number of Trees	Minimum Size	Minimum Height	Maximum Spacing
Single-Family Standard Lots	1 per dwelling unit ¹	2-inch caliper at 12-inches above grade	6-feet	
Single-Family Small Lots, Duplexes & Twin Homes	1 per dwelling unit	2-inch caliper at 12-inches above grade	6-feet	
Town Homes	1 per 2 dwelling units	2-inch caliper at 12-inches above grade	6-feet	
Parks		2-inch caliper at 12-inches above grade	6-feet	30-feet or 50-feet per Exhibits
Sign Location	2 per sign	2-inch caliper at 12-inches above grade	6-feet	
Detention Pond		2-inch caliper at 12-inches above grade	6-feet	50-feet

¹ Minimum number of trees is two for corner lots consisting of 60-feet wide or greater.

Common Amenity Areas.

The Common Amenity Area requirements will be met by integrating the following amenities on-site:

- A playground suitable for ages 5-12 within the 1.60-acre Park
- Park benches within each park (3 min. per park, 6-ft min. length, ground anchored)
- Pedestrian access:
 - 1.60-Acre Park to include 6-ft wide concrete sidewalk around the perimeter of the site.
 - 1.18-Acre Park to include a 4-ft wide concrete sidewalk along the north section adjacent to the street and a meandering 6-ft wide crushed granite path from the interior residential street to south 70-ft wide entry road to the subdivision

PROPERTY OWNERS' ASSOCIATION

A homeowners' association shall be created to own and maintain the parks, drainage lots, detention ponds, and residential sign/monument easements and enforce the design guidelines, and other Covenants, Conditions and Restrictions to be enacted.

LIST OF EXHIBITS.

Exhibit 1 - 48.26-Acre Legal Description of Site (metes-and-bounds)

Exhibit 2 - PD Development Plan/Site Layout Plan

Exhibit 3 - Examples Identifying General "Style" of Homes

Exhibit 4 - 1.60-Acre Park General Layout

Exhibit 5 - 1.18-Acre Park General Layout

48.26 Acre Description
803-18-02

Taylor, Williamson County, Texas

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION

BEING 48.26 ACRES (2,102,017 SQ. FT.) OF LAND OUT OF THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF FIRST TRACT, A CALLED 61.68 ACRE TRACT CONVEYED TO WESLEY MILLER AND WIFE, BILLIE GENE MILLER IN VOLUME 844, PAGE 794 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.), ALSO BEING A PORTION OF THE REMAINDER OF TRACT ONE, A CALLED 55 ACRE TRACT CONVEYED TO WILLIAM LYNN DAVIS IN VOLUME 1917, PAGE 490, D.R.W.C.; (BEARINGS OF LINES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS AND SCALED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99988809. SURFACE DISTANCE = GRID DISTANCE / 0.99988809. DISTANCES EXPRESSED IN U.S. SURVEY FEET). SAID 48.26 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with a cap stamped "BRYAN TECH" found at the intersection of the northerly right-of-way line of FM 973 (200 Ft. R.O.W.) with the common survey line of said George M. Reese Survey and the HT&B R.R. Company Survey, Abstract No. 211 for the westernmost corner of Parcel 7, Part 1, conveyed to the State of Texas in Volume 1772, Page 762, D.R.W.C., and at the easternmost corner of Tract 2, (called 69.993 acres), conveyed to Ronald T. Randig in Document No. 2018026037, O.P.R.W.C.;

THENCE, N 82°33'41" W, with the common line of said Tract 2, (called 69.993 acres), and said First Tract, (remainder of 61.68 acres), and along the common survey line of said George M. Reese Survey and the HT&B R.R. Company Survey, a distance of 257.09 feet to a 1/2" iron rod with cap stamped "HAYNIE CONSULTING" found at a fallen concrete monument at the southwest corner of said First Tract, (remainder of 61.68 acres);

THENCE, N 21°35'30" W, with the common boundary lines of said First Tract, (remainder of 61.68 acres), and said Tract 2 (called 69.993 acres), passing at a distance of 127.77 feet a destroyed concrete monument found at a northeast corner of said Tract 2, (called 69.993 acres), and the southeast corner of Tract Two, (called 45 acres), conveyed to William Lynn Davis, Jr. in Volume 1917, Page 490, D.R.W.C., a total distance of 294.76 feet to a calculated point for the southwest corner and **POINT OF BEGINNING** of this tract;

THENCE, N 21°35'30" W, continuing with the common boundary lines of said First Tract (remainder of 61.68 acres), and said Tract Two, (called 45 acres), passing at a distance of 824.63 feet a 1/2 inch iron rod found at the common westerly corner of said First Tract, (remainder of 61.68 acres), and said Tract One (called 55 acres), a total distance of 1,340.00 feet to a 6 inch steel pipe found in the west line of said Tract One, (called 55 acres), for the northwest corner of this tract;

THENCE, N 68°24'30" E, over and across said Tract One (called 55 acres), a distance of 1756.79 feet to a 1/2" iron rod with cap stamped "HAYNIE CONSULTING" found in the west line of a called 38.979 acre tract conveyed to Prosperity Land Development, LLC in Document No. 2017032750, O.P.R.W.C., being in the east line of said Tract One (called 55 acres) for the northeast corner of this tract;

THENCE, S 19°10'13" E, with the common boundary line of said Tract One, (called 55 acres), and said 38.979 acre tract, a distance of 985.49 feet to a 1/2" iron rod with cap stamped "HAYNIE CONSULTING" found in the north line of said First Tract (remainder of 61.68 acres), at the southeast corner of said Tract One, (called 55 acres), for an interior ell corner of this tract;

THENCE, N 83°42'33" E, with the common boundary line of said First Tract and said 38.979 acre tract, a distance of 162.67 feet to a 1/2 inch iron rod with a cap stamped "BRYAN TECH" found in the northerly right-of-way of said FM 973, at the northwest corner of Parcel 7, Part 2 conveyed to the State

48.26 Acre Description
803-18-02

Taylor, Williamson County, Texas

of Texas in Volume 1772, Page 762, D.R.W.C., for a southerly corner of said 38.979 acre tract and the easternmost corner of this tract;

THENCE, S 44°26'59" W, with the northerly right-of-way of said FM 973, a distance of 527.73 feet to a calculated point for an exterior ell corner of this tract;

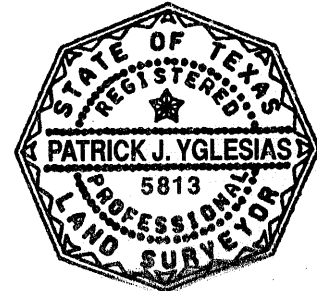
THENCE, over and across said First Tract (remainder of 61.68 acres), the following four (4) courses and distances:

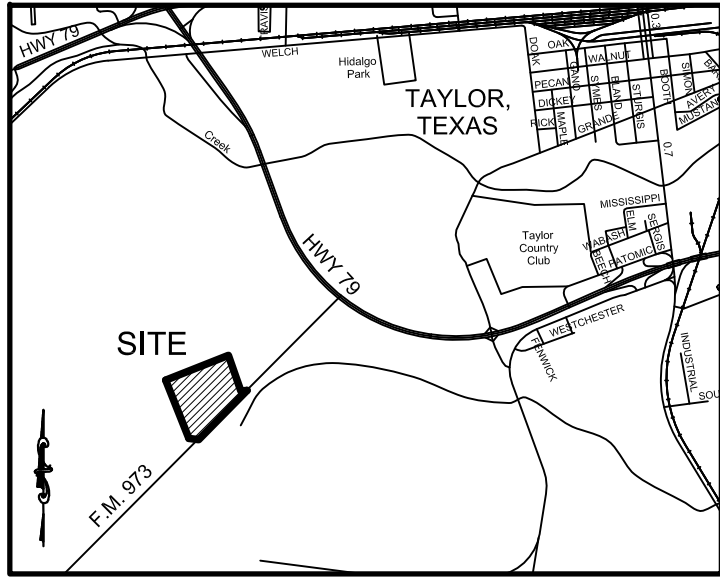
1. N 45°33'01" W, a distance of 290.00 feet to a calculated point for an interior ell corner of this tract;
2. S 44°26'59" W, a distance of 1,019.07 feet to a calculated point for the beginning of a non-tangent curve to the left;
3. An arc length of 166.56 feet with said non-tangent curve to the left having a radius of 265.00 feet, a delta of 36°00'43" and a chord bearing and distance of S 86°24'52" W, 163.83 feet to a calculated point for a point of tangency;
4. S 68°24'30" W, a distance of 184.96 feet to the **POINT OF BEGINNING** and containing a calculated area of 48.26 acres (2,102,017 Sq. Ft) of land.

THIS METES AND BOUNDS DESCRIPTION IS ACCOMPANIED BY A SKETCH ISSUED BY HAYNIE CONSULTING, INC. DATED JUNE 26, 2019.


Patrick J. Yglesias, R.P.L.S. No. 5813, State of Texas
Haynie Consulting, Inc. Engineers – Surveyors
1010 Provident Lane,
Round Rock, Texas 78664
TBPLS Firm No. 100250-00

06-26-19
Date





VICINITY MAP
NOT TO SCALE

SUBMITTAL DATE: JUNE 26, 2019

ADDRESS: 530 F.M. 973
TAYLOR, TEXAS

WILLIAM LYNN DAVIS, JR.
TRACT TWO
CALLED 45 ACRES
VOL. 1917, PG. 490, D.R.W.C.

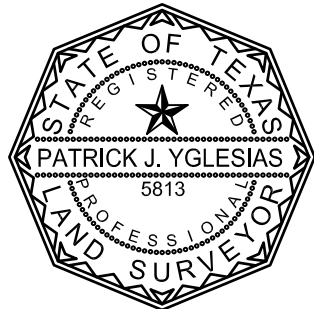
POINT OF
BEGINNING
EXHIBIT 'A'

GEORGE M. REESE
SURVEY A-533
HT&B RR CO, ABS. 211
DESTROYED
MONUMENT
IRF & FALLEN
MONUMENT

RONALD T. RANDIG
TRACT 2
CALLED 69.993 ACRES
DOC. 2018026037, O.P.R.W.C.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DATE OF EXHIBIT: JUNE 26 2019



Patrick J. Yglesias Jun 26, 2019

NOTES:

1. COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS AND SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99988809.
SURFACE DISTANCE = GRID DISTANCE / 0.99988809.

2. ELEVATIONS ARE BASED ON THE ORTHOMETRIC HEIGHT AS COMPUTED FROM GPS VECTORS, (NAVD88, GEOID12B).

3. THIS SKETCH IS ACCOMPANIED BY NARRATIVE METES AND BOUNDS DESCRIPTIONS.

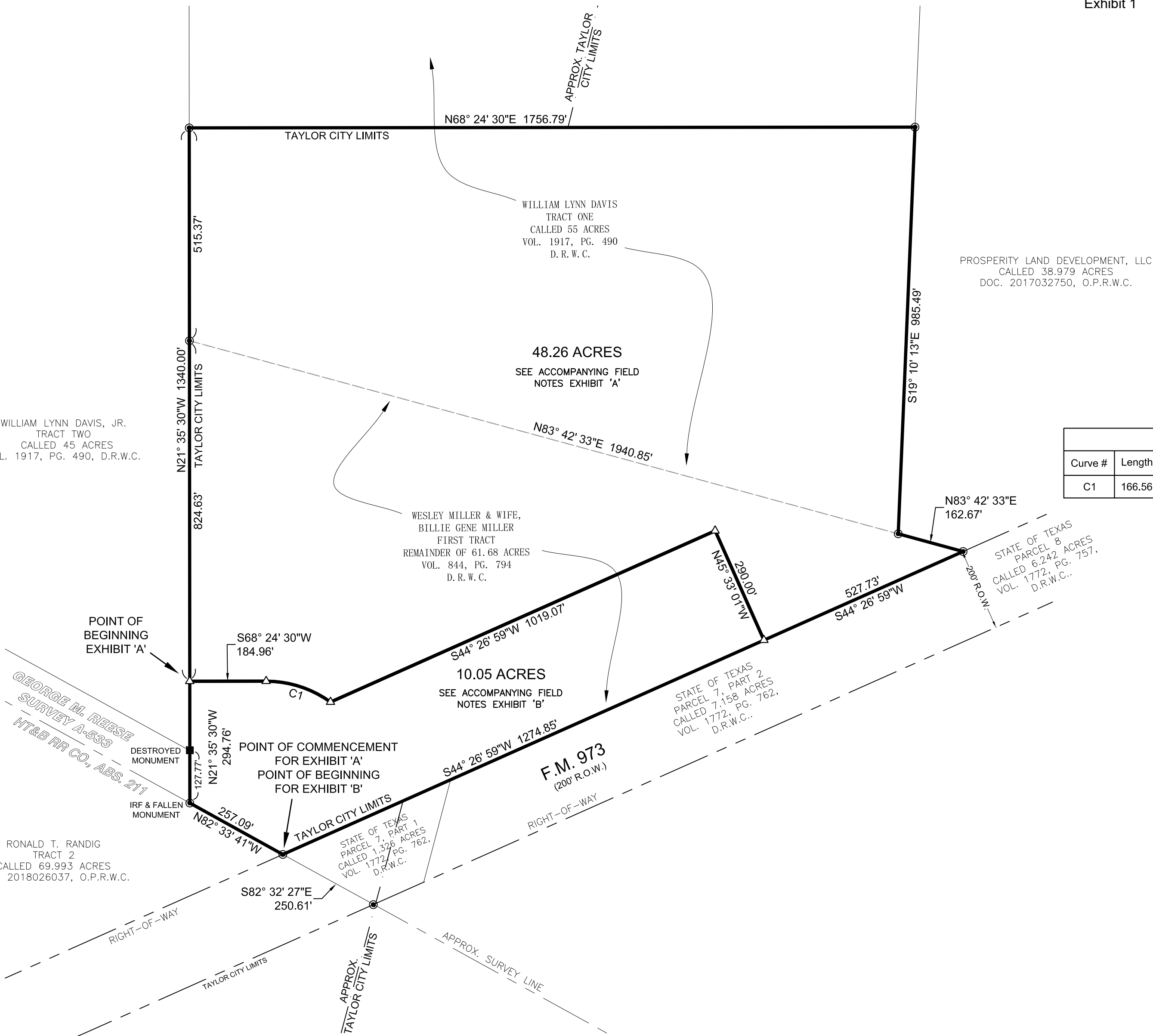
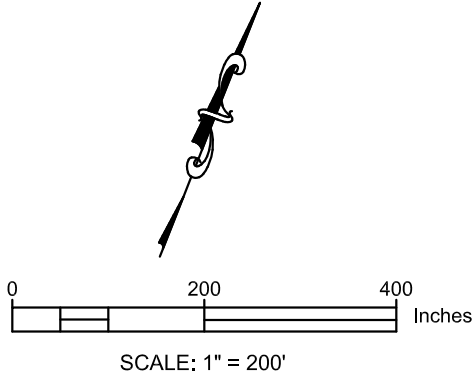


Exhibit 1



LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- CONCRETE MARKER FOUND
- CALCULATED POINT
- RECORD INFORMATION
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY

PROSPERITY LAND DEVELOPMENT, LLC
CALLED 38.979 ACRES
DOC. 2017032750, O.P.R.W.C.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	166.56'	265.00'	36°00'43"	S86° 24' 52"W	163.83'

SKETCH OF
48.26 AND 10.05 ACRES
IN TAYLOR, WILLIAMSON COUNTY, TEXAS



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.

4 OF 4

DRAWN BY: PY & KS
CHECKED BY: BJ
PROJ. #: 803-18-02

CASTLEWOOD SUBDIVISION, TAYLOR, TX

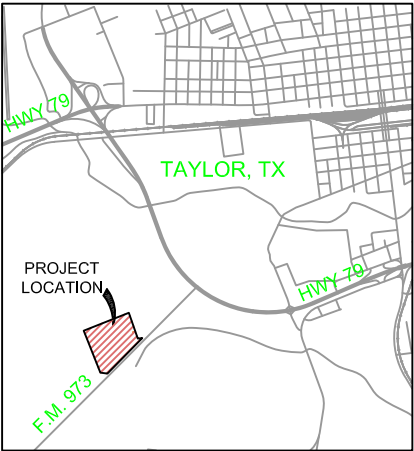
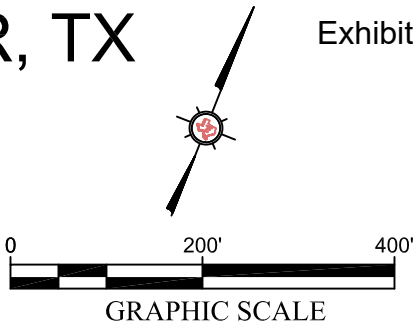
Exhibit 2

July 25, 2019

58.30 TOTAL ACRES

230 to 239 TOTAL RESIDENTIAL LOTS
(49.08 Acres)

TWO PARKLAND (2.78 ACRES)
ONE DETENTION (3.52 ACRES)



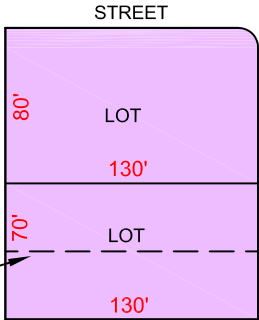
VICINITY MAP

TWIN-HOME
(TYPICAL)
9 to 18 LOTS

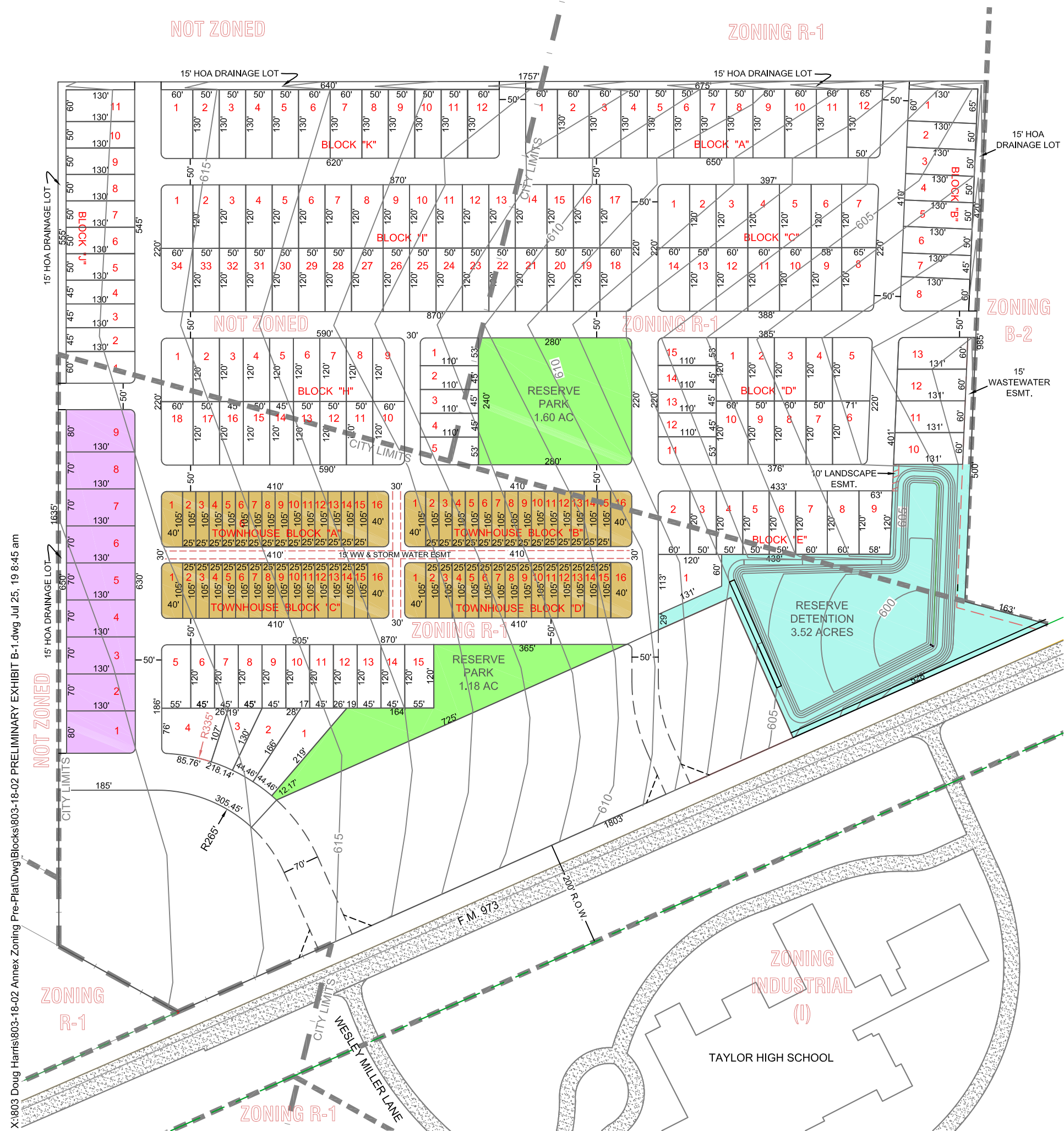
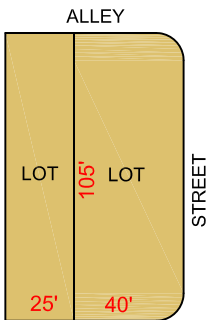
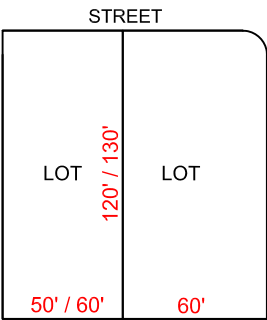
SINGLE-FAMILY
(TYPICAL)
157 LOTS

TOWNHOME
(TYPICAL)
64 LOTS

- NOTES:
1. HOA to maintain parks, detention pond, drainage lots and entry landscape easements.
 2. Contours are preliminary and subject to change.
 3. Twin-Home lots may be further divided in half should condo regime be desired. Thus, the 9 Twin-Home lots can become 18 condo lots.



SEE NOTE 3



X:\803 Doug Harris\803-18-02 Annex Zoning Pre-Plat\DWG\Blocks\803-18-02 PRELIMINARY EXHIBIT B-1.dwg Jul 25, 19 8:45 am

Exhibit 3



Cape Cod - Exhibit 3

Exhibit 3



Colonial - Exhibit 3

Exhibit 3



Cottage Style - Exhibit 3

Exhibit 3



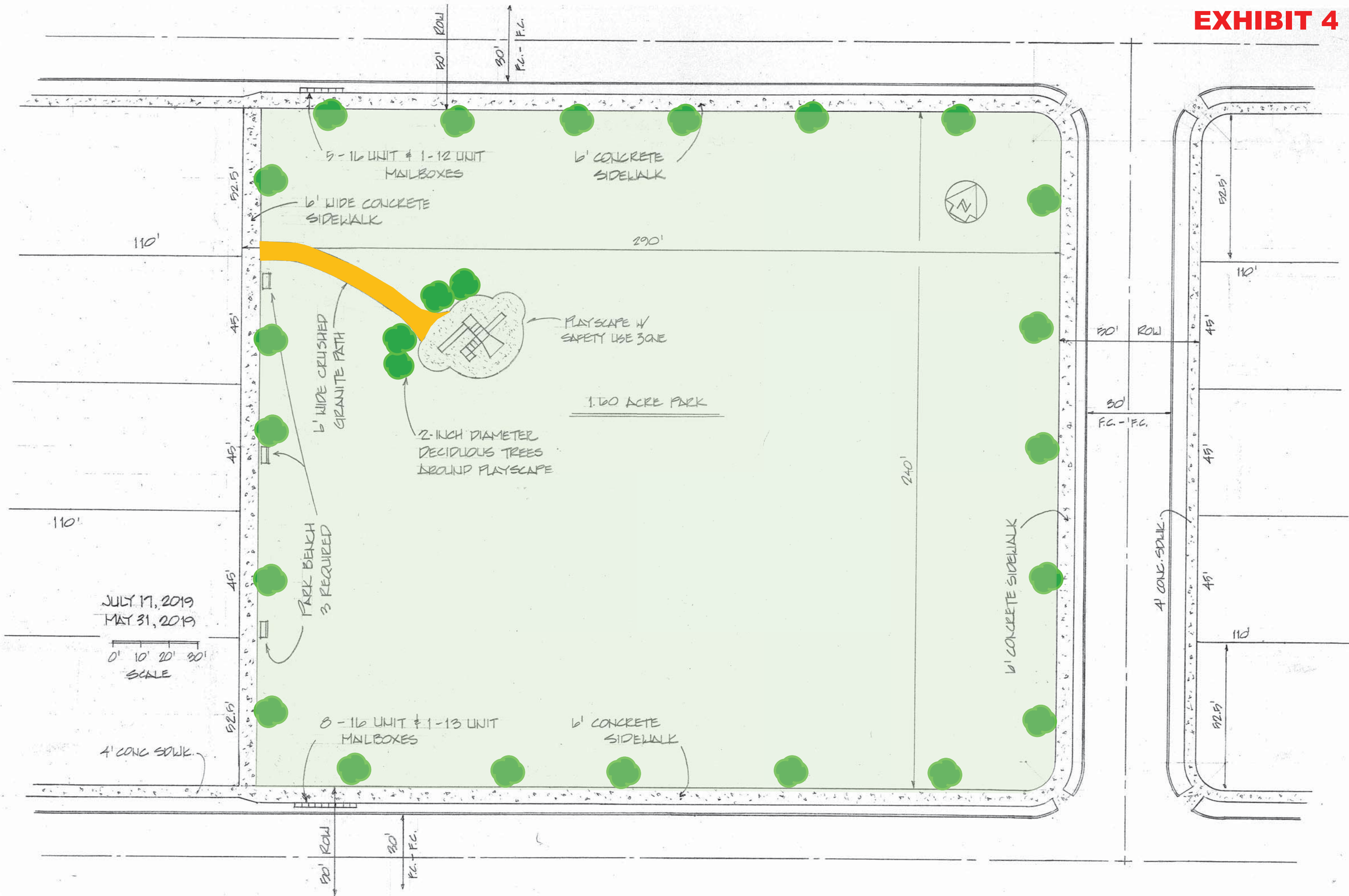
Exhibit 3



Farmhouse

- Dominant board and batten
- Trim work to accent fenestration
- Gabled roof forms
- Pattern and texture variations emphasize wainscots and textural articulation.







City of Taylor
PZ-2019-1130
Zoning Map Amendment
Staff Report

Requested Action: Zoning Map Amendment to the official zoning map to re-zone approximately 58.31 acres of Single-Family Residential Zoning District (R-1) to 10.05 acres of Local Commercial Zoning District (B-1) and 40.26 acres of Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD).

Applicant: Haynie Consulting, Inc./Tim Haynie, P.E.

Subject Property: Is approximately 58.31 acres, more particularly described by Williamson Central Appraisal District Parcels R019651, R331028 and R331029; part of and out of the George M. Reese Survey, Abstract No. 533, located across from Taylor High School on FM 973, Williamson County, Texas.

Parcel Information

Current Zoning: Single-Family Residential Zoning District (R-1) and Outside the City Limits

Current Use: Agricultural

Proposed Zoning: Local Commercial Zoning District (B-1) and Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD)

Future Land Use Plan: Multi-Family and Single-Family Land Uses

Adjacent Parcel Information

Direction	Land Use	Zoning
North	Vacant	B-2
South	Vacant	R-1/RPD
East	Taylor High School across FM 973 Right-of-way	Institutional
West	Agricultural	Outside the City Limits

Purpose:

The applicant is proposing to re-zone the subject property for future commercial and residential development. The subject property is a little over 58 acres of agricultural land, located across FM 973 from the Taylor High School. The developer is proposing commercial development along the FM 973 frontage of the subject property, on approximately 10.05 acres. The proposed land uses for the remainder of the tract, approximately 48.26 acres, are a variety of residential land uses. The residential land uses include single-family detached, twin homes (single-family attached), duplexes and townhomes. The developer plans to create approximately 230 to 239 lots for the residential development. The number of lots varies because duplexes are constructed on one lot and twin homes are constructed on two lots. Twin homes are on individually owned lots.

At this time, the subject property is mostly within the City limits; however, a small portion is outside the City limits so a petition for annexation of approximately 11.93 acres is running concurrently with the rezoning application. The zoned portion of the subject property tract is designated R-1. The current zoning of R-1 permits single-family residential land uses only. Commercial land uses are not permitted by-right in the R-1 zoning district. Additionally, twin homes, duplexes and townhomes are not permitted land uses. For the developer to move forward with his proposal (to develop commercial development along the frontage of FM 973 and residential development of the remaining 40 acres), the subject property would have to be rezoned to zoning districts that permit commercial land uses and different types of residential land uses.

Consequently, the developer is requesting to change the zoning district designation to B-1 along FM 973 as it would permit commercial land uses that would be compatible with and compliment the future development on the adjacent tract to the north, the future residential development on the same tract and the existing development in the surrounding area. The developer is requesting a Residential Planned Development Overlay (RPD) with R-1 base zoning for the remainder of the tract as this is the mechanism available in our Zoning Ordinance for tailoring land uses and development standards to a specific piece of property.

Staff Analysis:

As City Staff, we are charged with using the Comprehensive Plan as a guide to make recommendations to the Planning and Zoning Commission on proposed rezoning requests. In Chapter 4 – Land Use of the Comprehensive Plan, citizens identified some key issues. The key issues are a common thread throughout the Comprehensive Plan. Pertinent to the rezoning are the following issues:

Need for commercial and residential development in the south and west portion of the City - Recently, most of the growth has been on the north side of the City. However, as was discussed in the Town Meeting, there is increasing interest in new residential and commercial development in the southern portion of the City and along the Loop.

Desire for a variety of quality new homes - As Central Texas continues to experience phenomenal growth, Taylor is in the position to provide a variety of new and restored housing opportunities. Envision Central Texas, the regional planning effort, recommends additional higher density multifamily and infill projects to curb sprawl. These types of residences must be balanced with the increasing desire for single-family residential developments.

Desire for City to be more pedestrian friendly – “Walkability”, “connectivity”, and linkages are terms that denote the desire for all areas of a community to be accessible without the use of a car. When residents and visitors can walk, jog or ride a bike in a safe, comfortable and secure environment they will feel that they can travel conveniently from residence to places; work, school, recreation, and shopping.

Goals, objectives and actions to help address key issues were developed and incorporated into the Comprehensive Plan. Some of the relevant Comprehensive Plan goals, objectives and actions to consider for this re-zoning case include:

Land Use Goal: A variety of safe, attractive, accessible, high quality residential, commercial, industrial, and recreational land to meet the needs of Taylor's current and future population while preserving the historical structures and small town atmosphere of the City.

Objective L3: Provide viable retail, office and industrial areas that support opportunities for economic development.

Action L3.5: Locate large commercial and industrial activities along the more accessible roadways, ones that can handle truck traffic without negatively impacting adjacent residential land uses—the Loop, appropriate portions of Business 79, FM 397 FM 973.

Action L3.6: Guide new commercial development to clusters (shown on the Future land Use Plan instead of scattered and/or "strip" development).

Objective L1: Provide suitable areas for a variety of residential types and densities.

Action L1.1: Identify appropriate residential development areas on Future Land Use Plan (site suitability, access, utilities).

Action L1.3: Establish open space easements, linear parks, and trails in and around residential areas for accessibility and "walkability." Require dedication or provision of land in the Subdivision Regulations platting process.

The Future Land Use Plan map identifies the subject property as an area for Multi-Family and Single-Family Residential land uses and adjacent to an area for Commercial land use. The graphic representation on the map is intended to help the Planning and Zoning Commission, City Council, and residents visualize the desired future land development pattern in the community. It is meant to guide us with regard to general land use patterns. It is not a rigid, parcel-specific mandate for how land shall be developed. When proposed development differs somewhat from the generalized land use pattern depicted for an area, it is the responsibility of the Planning and Zoning Commission, supported by City staff, to determine whether the development will otherwise be in keeping with the goals and objectives of the City's Comprehensive Plan, as well as the Land Use Policies.

The land use narratives associated with the land use classifications on the FLUP are consistent with development proposed by the applicant and support the request to rezone. See excerpt below:

Commercial (Red): Includes operations involving sales, repair and/or storage of goods, services and equipment. Examples of these include retail centers,

supermarkets, restaurants and entertainment facilities automobile repair, contractor sales and storage, home furnishings, showrooms, truck rentals and self-storage facilities. These uses are best located along major arterials in conjunction with other more intense uses such as industry.

Multi-Family Residential (Orange): Multi-family residential dwellings, typically identified as duplexes, triplexes, fourplexes, and apartments. Unlike the other residential categories, this classification generates sufficient traffic and utility impacts to be treated as nonresidential uses and is best located at the intersections of major arterials.

Single Family Residential (Yellow): Residential development, including conventional detached homes, as well as patio homes, zero lot-line homes and cluster units.

In addition to the Land Use Objectives, the Comprehensive Plan includes general Planning Principles and Policy Guides, which are used to make land use decisions and zoning regulations to ensure compatibility. Some of the relevant statements include:

In General

- *Neighboring land uses should not detract from the enjoyment or value of properties.*
- *Potential negative land use impacts (noise, odor, pollution, excessive light, traffic, etc.) should be considered and minimized.*
- *Transportation access and circulation should be provided for uses that generate large numbers of trips. Pedestrian and bicycle access should be addressed where appropriate.*
- *Compatibility with existing uses should be maintained. Well-planned, mixed uses that are compatible are to be encouraged.*
- *Adequate public infrastructure and facilities should be provided to support development, thereby encouraging prudent growth management.*

Retail/Office

- *Neighborhood retail and service uses should be located at intersections of arterial or collector streets or at the edge of neighborhood areas unless appropriately placed within a planned development.*
- *Retail development should be clustered throughout the City and convenient to residential areas.*
- *Buffers should separate retail/office uses and residential areas.*
- *Office and professional uses should be compatible with nearby residential areas and other uses through appropriate building height limitations and adequate buffering and landscaping that encourage pedestrian access.*
- *Low-intensity office and professional uses should provide a transition between more intense uses and residential areas.*

Commercial

- *Commercial areas should include a range of development types to serve regional as well as local needs, from large commercial developments to smaller, freestanding commercial sites.*
- *Commercial development should be concentrated in nodes at intersections and along major arterials and collectors that are designed and constructed to accommodate heavy traffic.*
- *Parcels should be large enough to accommodate commercial use.*
- *Commercial uses with more intensive operational or traffic service characteristics should be located away from most residential areas.*
- *Buffers should separate commercial uses from residential areas, especially where the commercial use involves visible storage or display of merchandise or materials.*
- *Landscaping should be included in all commercial development for screening as well as to provide visual continuity and compatibility with adjacent uses while encouraging pedestrian access or use.*

Residential

- *Residential and commercial areas may be adjacent if separated by a buffer.*
- *Houses should have direct access to residential streets but not to arterials or major collector streets.*
- *Houses should not be adjacent to major highways.*
- *Neighborhoods should be buffered from arterials or major collector streets.*
- *Residential developments should include adequate area for parks and recreation facilities, schools and churches, and other public facilities.*
- *Housing should be available for all income levels.*
- *There should be a variety of housing types on a variety of lot sizes in create complementary neighborhoods.*

Staff Recommendation

Staff recommends approval of the requested re-zonings as the requests are consistent with the overall intent of the FLUP. The FLUP showed the subject property designated for multi-family and single-family residential land uses and adjacent to an area designated for commercial land use and is the graphic presentation of the Goals, Objectives and Actions that were developed to overcome some of the key issues that were identified by the public in resident participation meetings during the preparation of the Comprehensive Plan. Additionally, this may be an opportunity to spur development in an area that has been underutilized in the past.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for re-zoning and making a recommendation to City Council either in favor of or in opposition to each request.

In determining a recommendation on a re-zoning request, the Planning and Zoning Commission should consider the following factors:

- **Is the re-zoning consistent with the Comprehensive Plan?**

The staff analysis indicates this request to re-zone a parcel of land, consisting of a little over 58 acres, to B-1 and R-1/RPD is consistent with the FLUP. To achieve the overall Land Use Goal (to have a) *variety of safe, attractive, accessible, high quality residential, commercial, industrial, and recreational land to meet the needs of Taylor's current and future population while preserving the historical structures and small town atmosphere of the City objectives were developed.* The requested re-zonings would make the necessary **Actions** to meet objectives possible.

Objective L3: *Provide viable retail, office and industrial areas that support opportunities for economic development. Action L3.5:* *Locate large commercial and industrial activities along the more accessible roadways, ones that can handle truck traffic without negatively impacting adjacent residential land uses—the Loop, appropriate portions of Business 79, FM 397 FM 973. Action L3.6:* *Guide new commercial development to clusters (shown on the Future land Use Plan instead of scattered and/or “strip” development).*

Objective L1: *Provide suitable areas for a variety of residential types and densities. Action L1.1:* *Identify appropriate residential development areas on Future Land Use Plan (site suitability, access, utilities). Action L1.3:* *Establish open space easements, linear parks, and trails in and around residential areas for accessibility and “walkability.” Require dedication or provision of land in the Subdivision Regulations platting process.*

- **Is the re-zoning compatible with the surrounding area?**

The staff analysis indicates this proposed re-zoning is compatible with the surrounding area. To the north, the property is zoned for commercial land uses. The proposed detention facility along with the proposed easement along the northern boundary of the subject property will help to provide a buffer if needed in the future. To the south, the property is zoned for residential development and used for agricultural purposes. To the east the subject property fronts on FM 973 right-of-way and is across from the Taylor High School. The proposed B-1 Zoning District is for the development of local commercial enterprises and will buffer the new residential from the arterial right-of-way. The west side of the subject property is next to vacant land and currently, outside the City limits.

- **Does the re-zoning promote the public health, safety, or general welfare?**

Staff analysis indicates the rezoning of the subject property will promote public health, safety and welfare. The purpose of the Planning Principles and Policy Guide in the Comprehensive Plan is to promote the health, safety and general

welfare by promoting safe, orderly and economically sustainable development. The applicable principles and policies have been incorporated into the layout of the development. Additionally, the re-zoning will provide access to new retail and residential choices.

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

The proposed development is next to FM 973, which is classified as a major arterial. For the commercial development aspect, fronting along an arterial is appropriate. FM 973 has capacity and connectivity as the loop is about one quarter of a mile away. There are utilities available to be extended to the property. The cost of extending infrastructure to the proposed site will be borne by the developer.

- **Do current conditions indicate that a re-zoning is necessary?**

At this time, Taylor is experiencing an uptick in growth and this proposed development is in an area where growth has been desired. However, the subject property's current zoning designation would not permit the proposed uses, which are consistent with the Comprehensive Plan. To move forward with the project a re-zoning to districts that permit the proposed uses--commercial uses and a variety of residential land uses--is necessary. This re-zoning provided an opportunity to fill a need for new types housing in Taylor. Additionally, the proposed project provides an opportunity to expand and diversify the City's tax base.

Attachments:

1. Residential Planned Development
2. Location Map
3. Future Land Use Plan Map
4. Current Zoning Map
5. Proposed Zoning Map
6. Proposed Ordinance 2019-19
7. Zoning Exhibit



Agenda Item 6

PZ-2019-1130 Castlewood Rezoning Request
Public Hearing

PZ-2019-1130

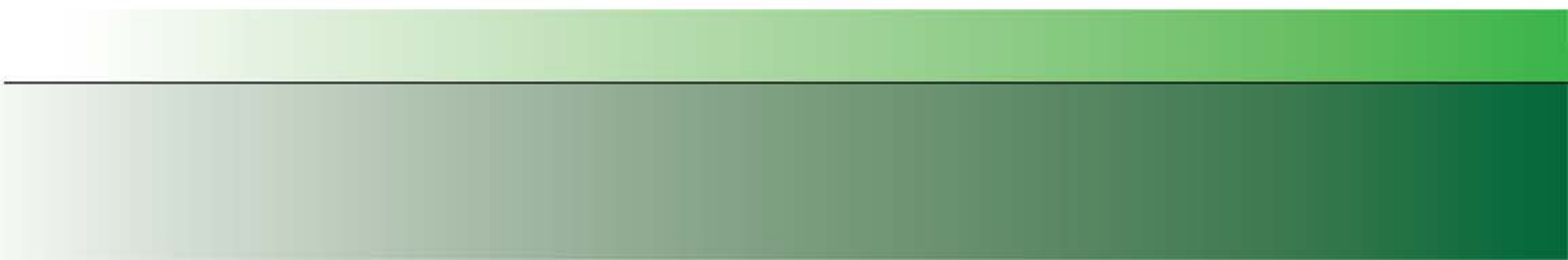
Rezoning

FROM:

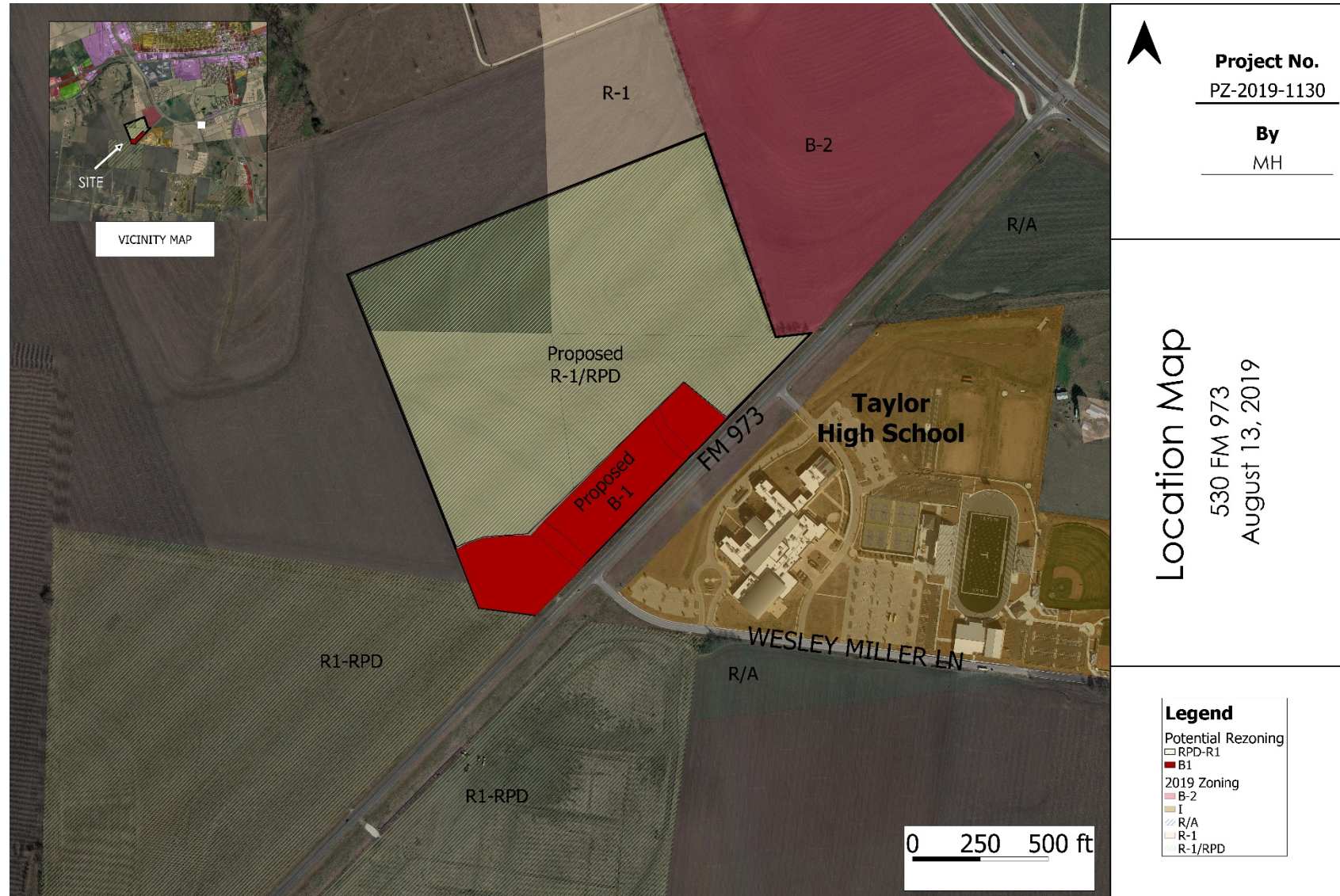
Single-Family Residential Zoning District (R-1)

TO:

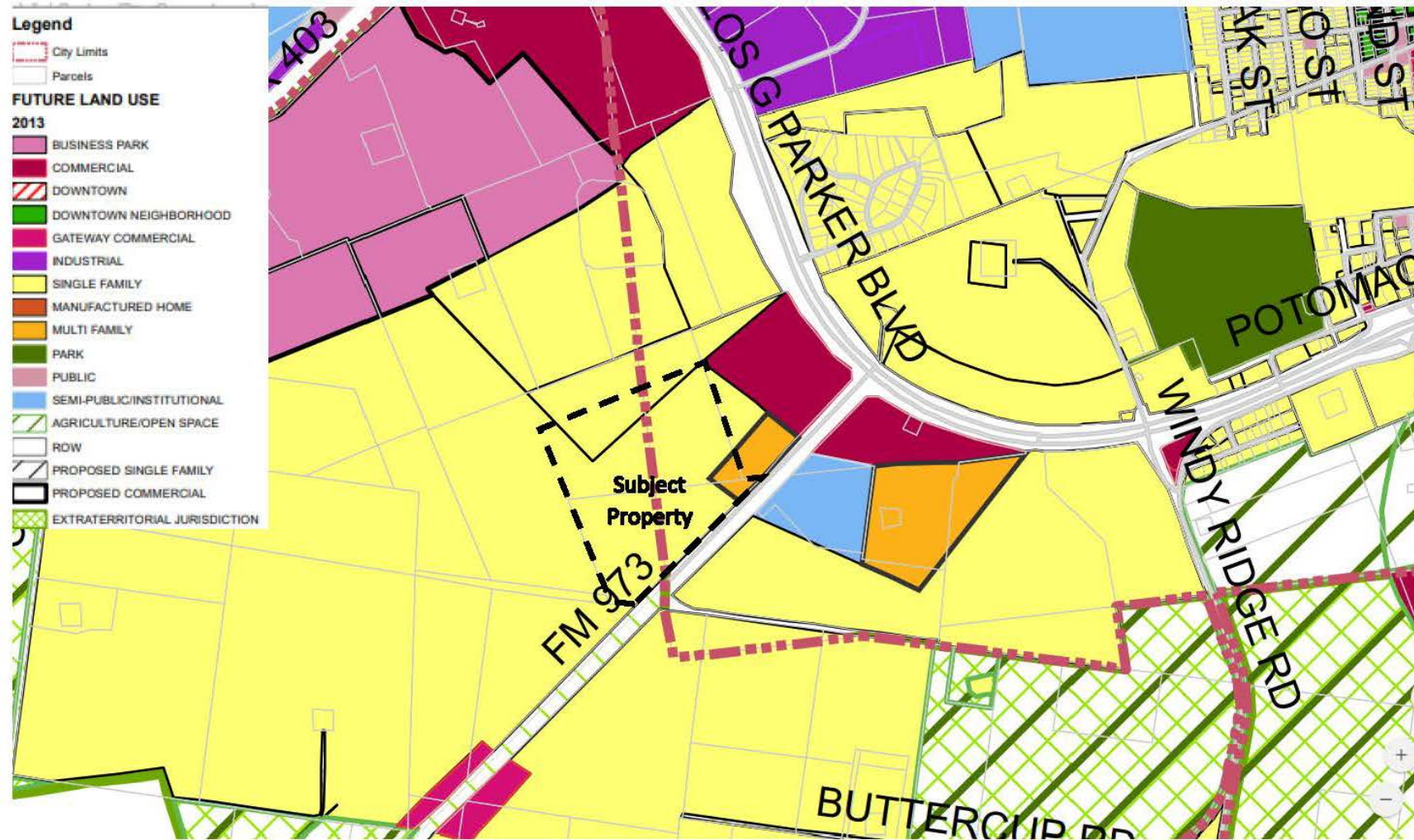
Approximately 10 acres of Local Commercial Zoning District (B-1) and
Approximately 48 acres of Single-Family Residential Zoning District with a
Residential Planned Development Overlay (R-1/RPD)

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

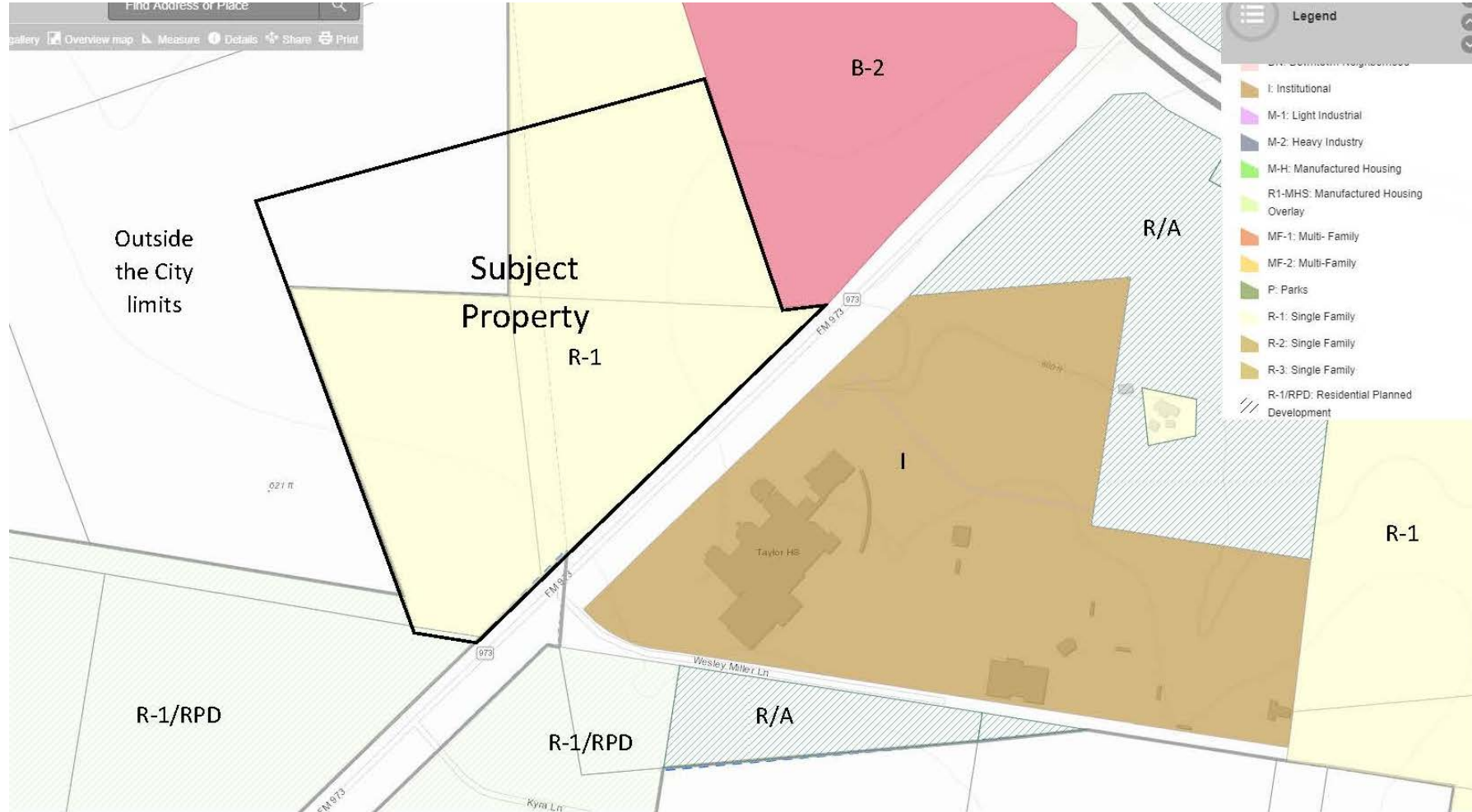
Location Map



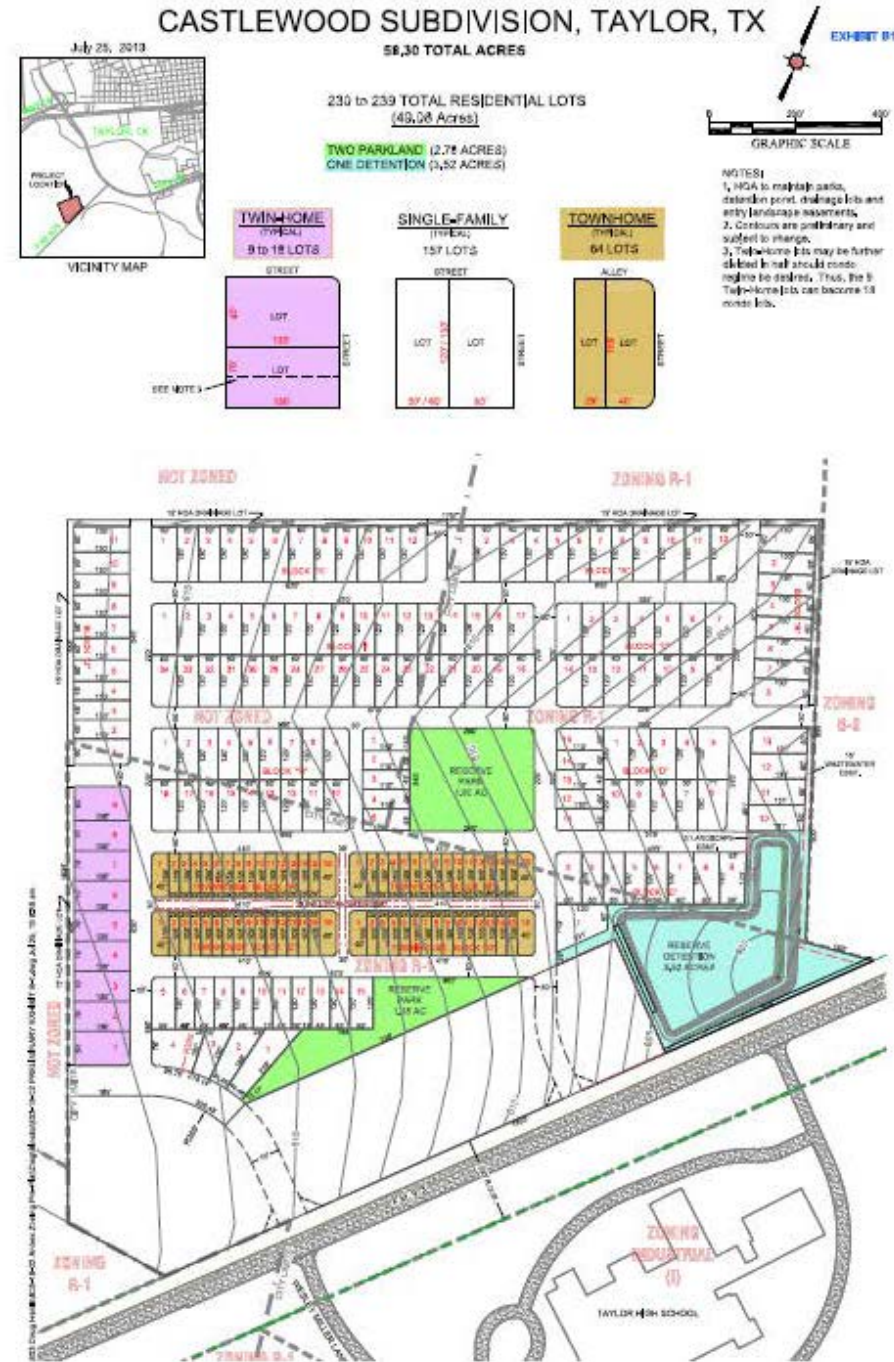
Future Land Use Map



Current Zoning Map



Proposed Planned Development Site Layout



Staff Analysis

- The re-zonings are consistent with Comprehensive Plan as a desire for more commercial development and more housing variety are needs identified in the plan.
- Infrastructure is available or will be extended by the developer.
- The requested B-1 zoning designation is appropriate along an arterial and it provides buffering for the proposed residential land uses.

Planning and Zoning Commission Recommendation

- At their August 13, 2019 meeting, the Planning and Zoning Commission unanimously recommended approval of the rezoning request.



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 7

Agenda Title: **Consider an extension of the HDR Engineering Services Contract**

Council Action to be taken: Approval of the City Manager to amend the contract with HDR Engineering Inc. through September 30, 2020.

Department Submitted: Public Works

Staff Contact: Jim Gray, Public Works Director
Kelly Kaatz, P.E., HDR

1. PURPOSE/DESCRIPTION

This item is related to City Engineering services and Professional Engineering and Architecture services for current and future Capital Improvement Projects.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The City initially contracted with HDR April 18, 2018 and extended that contract on August 23rd 2018 to September 30, 2018. Isaac amended that contract to September 30, 2019.

3. STAFF ANALYSIS (How and Why)

HDR has been assigned numerous general and project related Engineering tasks in the last year. They worked diligently on a number of individual Capital Improvement Projects throughout the year. The hourly cost for their services is running the same as last year and this contract would extend the agreement by an additional year.

Staff recommends approving this extension as HDR has provided excellent engineering services for the City and has helped the City manage some of our challenging projects successfully. This has resulted in overall better analysis, performance and faster solutions to the engineering functions for the City.

4. RECOMMENDATION

Staff recommends approval of the contract extension for the 2019-2020 fiscal year.

5. FUNDING SOURCE

General Fund, TUF, TIF Fund, and Utility fund

6. TIMELINE

Professional Engineering Services from October 1, 2019 to September 30, 2020.

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

Council may choose to award or not award the amendment

8. ATTACHMENTS

7a. [Engineering Amendment 1, Task Order 2](#)

7b. [Engineering Task Order 2](#)

AMENDMENT 1 TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("ENGINEER") entered into an Agreement (Task Order 2) on August 3 18, 2018 to perform City Engineering Services for City of Taylor, Texas ("OWNER");

OWNER desires to amend this Agreement in order for ENGINEER to perform services beyond those previously contemplated;

ENGINEER is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, ENGINEER and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

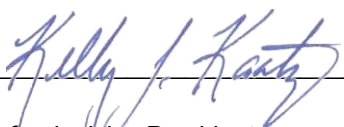
PART 4.0 PERIOD OF SERVICE shall be replaced with the following:

Services shall begin on August 3, 2018 and shall terminate on September 30, 2020 unless extended by mutual agreement. This task order may be terminated at any time by either party with seven days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("ENGINEER")

CITY OF TAYLOR ("OWNER")

By: _____

By: _____

Title: Senior Vice President

Title: City Manager

Date: September 17, 2019

Date: _____

TASK ORDER

This Task Order pertains to an Agreement by and between City of Taylor, Texas, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated April 18, 2018, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2

PROJECT NAME: City Engineering Services

PART 1.0 PROJECT DESCRIPTION:

Professional Engineering services to support the OWNER related to development review and infrastructure projects.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

ENGINEER shall provide support engineering services to the OWNER, as directed by the OWNER. These services include, but may not be limited to, attendance at Development Review Committee meetings on weekly basis, weekly status meeting with City staff, assistance with various projects including parks, utilities, streets, drainage facilities, buildings, and other infrastructure improvements.

ENGINEER shall not provide onsite inspection or resident project representative services unless specifically authorized under separate task order.

ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Engineer shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project.

PART 3.0 OWNER’S RESPONSIBILITIES:

- Provide clear direction on the role and responsibility for ENGINEER for individual assignments to be performed as part of this Agreement.
- Provide a point of contact for each assignment.
- Provide all documentation and information required for ENGINEER to perform the requested services.

- Provide all daily onsite field inspection and/or resident project representative services for project construction and/or project installation.

PART 4.0 PERIODS OF SERVICE:

Services shall begin on August 3, 2018 and shall terminate on September 30, 2019, unless extended by mutual agreement. This task order may be terminated at any time by either party with seven days written notice.

PART 5.0 ENGINEER'S FEE:

ENGINEER's fee shall be invoiced monthly on an hourly basis based on the rates as defined below, plus reimbursable expenses.

Principal Engineer – Kelly Kaatz - \$225 per hour

All other specialty support services required to support the various assignments as directed by the City shall be provided at Per Diem. Per Diem shall mean an hourly rate equal to Payroll Cost times a multiplier of 2.2 to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses.

Payroll Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project, plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. For this Agreement, the amount of customary and statutory benefits of all personnel will be considered equal to 50.4% of salaries and wages. The amount of customary and statutory benefits as a percentage of salaries and wages may be periodically adjusted on the basis of annual audit.

Reimbursable Expenses shall mean the actual expenses incurred directly or indirectly in connection with the Project for travel, subconsultants, subcontractors, printing, shipping and express, and other incurred expense.

PART 6.0 OTHER: None

This Task Order is effective on the 3rd day of August, 2018.

CITY OF TAYLOR, TEXAS
"OWNER"

BY:

Isaac D. Turner
11/14/18

NAME: Isaac D. Turner

TITLE: City Manager

ADDRESS: 400 Porter St.
Taylor, Texas 76574

HDR ENGINEERING, INC.
"ENGINEER"

BY:

Kelly J. Kaatz

NAME: Kelly J. Kaatz, P.E.

TITLE: Senior Vice President

ADDRESS: 810 Hesters Crossing, Ste 120
Round Rock, TX 78691



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 8
Agenda Title: Consider approving a contract with
ATS Engineers, Inspectors and
Surveyors for Plan Review and Inspection Services

Council Action to be taken: Approve contract

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager/Director

1. PURPOSE/DESCRIPTION

This new contract with ATS Engineers, Inspectors and Surveyors, includes an updated fee schedule and corrections/updates to some of the original contract terms.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

ATS has notified the City of updated fees for some of their plan review, inspections and consulting services.

The City approved the original contract with ATS in June 2016 and approved an addendum in February of this year.

3. STAFF ANALYSIS (How and Why)

The City uses ATS to perform building plan reviews and inspection services. This is a vital service for the City's Development Services Department.

4. RECOMMENDATION

Staff recommends approval of the contract.

5. FUNDING SOURCE

100-522-539 – Other Contract Services

The City recovers the cost of ATS's services through fees that are charged for building permits. Council is approving a revision to the fee schedule that includes the revised fees in this contract.

6. TIMELINE

N/A

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

The Council may choose not to contract with ATS for plan review services.

8. ATTACHMENTS

8a. [ATS Contract](#)

PLAN REVIEW, INSPECTION SERVICE and JURISDICTION SERVICE AGREEMENT

This Agreement, made and entered into this day of , 2019, by and between City of Taylor, Texas, hereinafter referred to as the “Jurisdiction” and Arch Technical Services, LLC. (dba ATS Engineers, Inspectors & Surveyors), a Texas corporation, having its principal place of business in Travis County, Texas, hereinafter referred to as “Inspector,” supersedes all other Agreements and Addendums between the parties, and is understood and agreed to be as set forth herein:

1. Term. This Agreement shall automatically renew each month and remain in effect unless terminated by written notice by either party, at least thirty (30) days prior to termination.
2. Description of Services. The Jurisdiction, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the Jurisdiction, as well as ensuring conformance with state laws, requires the services of a building inspector, as well as plan review services.
 - a. While performing its duties on behalf of the Jurisdiction, as described in this agreement, Inspector shall operate under the designation of “Building Official” and shall be subject to limitations and description of duties and powers as described within the codes adopted by the Jurisdiction or state law.
 - b. Inspector agrees to assist the Jurisdiction in enforcement of its ordinances as follows:
 - i. Inspector agrees to make all inspections requested by the Jurisdiction under appropriate ordinances of the Jurisdiction or state law. See Attachment “A” “Inspection Scheduling Procedures.”
 - ii. The Inspector, as the Jurisdiction’s agent, will help assure (upon request) compliance with the adopted International Energy Conservation Code (IECC).
 - iii. Upon request, Inspector will make written reports noting state law or ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the Jurisdiction office via mail, in person, facsimile, or other electronic means within two (2) business days. Upon request by the Jurisdiction or the termination of this Agreement the Inspector shall provide copies of all records of inspections (other than Building Inspector’s drafts, notes and internal memorandum) or other work performed under the Agreement to the Jurisdiction. All records shall be retained in accordance with the City of Taylor’s records retention schedule and State law.
 - iv. Inspector may from time to time be called upon to perform the following services:
 - Attend meeting of the Jurisdiction’s Council, when requested by a Council Member or other Jurisdictional Official; and/or
 - Attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.

- v. Inspector shall conduct him/herself as an agent of the Jurisdiction in good faith displaying professionalism and a courteous manner in dealings with the citizens of the Jurisdiction. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council (ICC). Inspector will report to the Jurisdiction, verbally or in writing, any conflicts between Inspector and any citizen while performing said duties.
 - vi. The Jurisdiction may conduct customer satisfaction surveys from time to time without notice to Inspector. The Jurisdiction will incur cost of materials to perform such surveys.
 - vii. Inspector shall maintain complete and accurate records of work performed for the Jurisdiction. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
 - viii. Inspector understands that payments made to Inspector are only for services performed. The Jurisdiction, at its sole discretion, may engage other third-party inspectors to perform some or all services described herein.
- c) Payment for Services. The Jurisdiction will employ the Inspector for the following fee structure:

Inspections:

Residential:	See Attachment B
Multi-family:	By Proposal
Commercial:	See Attachment B

Plan Reviews:

Residential: new construction or additions	See Attachment B
Commercial: new construction or additions	See Attachment B
Multi-family: new construction or additions	See Attachment B

Consulting Fees: \$95/hr. to include meetings, special projects and requests.

Texas Accessibility Standards inspections: fees based on current state fees.

Reimbursable Expenses: Fees related to transmittal of plan reviews and other requested documents:

- 1.) Courier, Postage, Overnight Delivery, Etc.: Pass-thru costs
- 2.) Printing: As required for electronic transfer of plans or plan reproduction:
\$25.00 up to first 10 pages. \$3.00 per page thereafter.

Request for the inspection may be made by telephone, or email. Upon notification, Inspector will typically honor the request within one (1) business day.

Request for plan review services may be made by telephone or email. Upon notification, arrangements will be made to have plans mailed or e-mailed to Inspector. Reviewed plans and construction documents will be returned no later than five (5) business days from receipt if for residential construction projects and no later than ten (10) business days if for commercial or multi-family construction projects. Requests for expedited plan reviews must be made in writing or by email and will be billed the expedited fee in Attachment B. Plan review turnaround time shall not exceed 5 regular business days for **expedited commercial and multifamily projects** and 5 regular business days for the second and subsequent submittals. Each project submitted for plan review will be evaluated by ATS to ensure the turnaround commitment may be met. In the event that ATS's current work load or the size and/or complexity of a project prevents ATS from guaranteeing the stated turnaround time, an authorization to proceed with a new turnaround time will be required from the City.

Inspector shall invoice the Jurisdiction monthly for each Residential and Commercial inspection and re-inspection performed. Invoice shall include a description of the address and type of inspection performed. Re-inspection fees described in Attachment "A" shall be those fees identified above.

3. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice. Upon such notice, Inspector shall, unless otherwise mutually agreed upon in writing, cease all work on the effective date of termination. The Inspector shall submit a statement to the Jurisdiction detailing the work performed to the date of termination. The Jurisdiction agrees to compensate the Inspector for that portion of the work performed, accepted and invoiced under this Agreement.
4. Relationship of Parties. It is understood by the parties that Inspector is an independent contractor with respect to the Jurisdiction and not an employee of the Jurisdiction. The jurisdiction will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector.
5. Employees. Inspector's employees, if any, who perform services for the jurisdiction under this Agreement shall also be bound by the provisions of this Agreement. At the request of the jurisdiction, Inspector shall provide adequate evidence that such persons are Inspector's employees. Jurisdiction agrees not to separately contract with employees of Inspector or otherwise separately employ members of the Inspector's staff without written approval of the Inspector during the period of the Agreement and for a period of six months after the termination of this Agreement.

6. Insurance. Inspector shall purchase and/or maintain such general liability, auto liability, professional errors and omission, and other insurance, at its expense, as is appropriate or required by state law for the work being performed and as will provide protection for the Inspector and Jurisdiction from claims which may arise out of or result from Inspector's performance and furnishing of services, whether such services are provided by Inspector, any subcontractor or supplier or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Upon request Contractor must furnish a current Certificate of Insurance and the actual insurance policy prior to performance under this Agreement and at least ten (10) days prior to the end of any existing coverage period.
7. Indemnification. Inspector agrees to indemnify and hold the Jurisdiction harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against the Jurisdiction that result from acts or omissions of Inspector, Inspector's employees, if any, and Inspector's agents. Inspector waives the rights to recovery from the Jurisdiction for any injuries that Inspector and/or Inspector's employees, subcontractors or agents may sustain while performing services under this Agreement.
8. Assignment. Inspector's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Jurisdiction.
9. Notice. All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Jurisdiction:

City of Taylor
400 Porter Street
Taylor, TX 76574
(512) 352-3675

If for Inspector:

ATS Engineers, Inspectors & Surveyors
4910 West Hwy 290
Austin, Texas 78735
Tel: (512) 328-6995
Fax: (512) 328-6996

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

10. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.
11. Amendment. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited; the remainder of the agreement shall be considered valid and enforceable.
13. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
14. Applicable Law. The laws of the State of Texas shall govern this Agreement.
15. Venue: Williamson County, Texas shall be the venue for any disputes that arise between the Jurisdiction and Inspector under the terms of this Agreement.

Parties to the Service Agreements:

Jurisdictional Representative
City of Taylor

By: _____

Printed Name: _____

Title: _____

Date: _____

Inspector Service Provider
Arch Technical Services LLC. dba, ATS Engineers, Inspectors & Surveyors

By: _____

Printed Name: Brad Schubert

Title: Chief Operating Officer

Date: _____

Attachment “A”

BUILDING INSPECTION SCHEDULING PROCEDURES

Code inspections conducted by ATS Engineers, Inspectors & Surveyors can be called in or received via email to ATS prior to 4:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is scheduler@ats-engineers.com. If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be notated by the person requesting the inspection.

It is the responsibility of the permit holder to call in or email inspection requests for each phase of construction prior to proceeding with construction and/or covering work. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection(s) requested. Passed inspections allow construction to proceed to the next stage. Failed inspections shall be corrected and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections for new construction. Please see the Plan Review documents for required inspections list. Reviewed, stamped Job Copy plans, Construction Documents, Energy reports, Plan Review documents, Manufacturer’s installation instructions, test reports and test certificates, and other documentation pertinent to the permitted project must be on-site and available to the Inspector upon request. The following is a list of common inspections types but is not all-inclusive and may change. It is important to check with the City prior to construction on the required inspections. The City of Taylor has adopted the following Codes: 2009 editions of the International Building Code (IBC), International Energy Conservation Code (IECC), International Fire Code (IFC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), International Residential Code (IRC), and 2008 National Electric Code.

Pre-Construction Site Evaluation (if required):

- ❑ Prior to construction, ATS will conduct a site review to help identify building locations, erosion control measures, water quality protection issues and other pre-construction requirements. ATS will utilize the approved site plan as the basis for the inspection and will rely on surveying services provided by the applicant or others.
- ❑ Portable toilet facility and trash receptacle on site.

Temporary Construction Power

- ❑ Meter base and panel set per NEC with regard to under-ground or over-head electrical connection. T-pole braced on at least two (2) sides.
- ❑ Ground-fault circuit protection on all 110/ 220-volt receptacles and proper grounding means must be in place.
- ❑ Job-site address must be visible from street.

Plumbing Rough-In and Layout Inspection

- ❑ To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.
- ❑ A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.
- ❑ Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.
- ❑ All drain and waste piping installed with slope required for pipe size.
- ❑ Finished floor elevation allowing proper drainage around structure.

Sewer/Water Yard Line Inspection

- ❑ To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.
- ❑ All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any backwater prevention valve(s) installed on building sewer piping.
- ❑ Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand. Sewer piping has slope required for pipe size.
- ❑ Clean out(s) installed and tap connection complete at main.

In-Slab Water Distribution Piping (Plumbing Copper)

- ❑ A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.
- ❑ All rough-in plumbing, in-slab electrical or other conduit in place.
- ❑ All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.
- ❑ Copper water lines shall be sleeved and protected from dissimilar metals.
- ❑ In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.
- ❑ “UFER” ground wire bonded to reinforcing steel or alternate means of ground protection installed.

Frame Inspection

- ❑ Frame Inspection
To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.
Construction plans, documents, and engineered product specifications are on-site.
- ❑ Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.
- ❑ Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation and/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-

stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.

- Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all HVAC rough-in equipment and components are complete, and prior to the installation of batt insulation and/or sheetrock.

Sheathing Inspection

- To be completed prior to the application of air barrier wrap, masonry ties and/ or lath. This inspection is intended to evaluate the wall bracing elements required by the adopted code.

Re-Frame, Fire-stop & Insulation (Energy 1) Inspection

- Correction items from previous Frame and MEP rough-in inspection(s) are complete.
- To be made after all batt insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the International Energy Conservation Code are enforced.

Lath and Masonry Tie Inspection

- Lath inspections are to be completed when the lath is completed and prior to stucco application. Brick tie inspections are to be called prior to the masonry veneer installation.

Wallboard

- To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

Gas Test and/ or Electrical Service Inspection

- Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is performed on gas piping to verify tightness of system.
- Electrical service wiring and main disconnect is installed and ready to be energized. Address is posted and visible from street for all inspections.

Final Inspections

- Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.
- Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.
- Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy. To include required TCEQ Customer Service Inspection.
- Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

Attachment “B”

Residential Inspections	Per Inspection and Reinspection Fee
Temporary electrical service	\$55.00
Plumbing rough-in/foundation layout	\$55.00
Water/sewer yard-lines	\$55.00
Copper rough-in	\$55.00
Combination inspections (frame & MEP rough in	\$55.00
Re-frame and Insulation inspections	\$55.00
Wallboard inspections	\$55.00
Final inspections (combination)/ Certificate of Occupancy	\$55.00
Gas test/Electrical service inspection	\$55.00
Additional inspections to include but is not limited to driveway, fence, pool, demolition	\$55.00
Remodeling/alterations to existing structure	\$55.00
Re-inspections	\$55.00
Fill In/Back up Inspections	*See Below
Emergency Inspections	**\$95.00

*Fill In/Back up Inspections: These inspections will be performed during times when the City’s employed inspector is unavailable or absent due to vacation, training or illness. Residential inspections \$65.00 each.

**Emergency Inspections: These inspections are requested after the agreed upon cut-off time for scheduling for the next day or requested on the same day as the inspection is needed.

Residential Code Plan Review: \$75.00 each.

Residential Expedited Plan Review: \$125.00 each

Commercial Plan Review: \$95.00 per hour.

Commercial Expedited Plan Review: \$200.00 per hour.

Commercial and Multi-family Inspections:

Plumbing Rough	\$75.00
Foundation Pre-pour	\$75.00
Water/Sewer Line	\$75.00
Copper/PEX	\$75.00
Sheathing	\$75.00
Framing	\$75.00
Mechanical Rough	\$75.00
Electrical Rough	\$75.00
Plumbing Top Out	\$75.00
Shear Wall	\$75.00
Insulation	\$75.00
Wallboard	\$75.00
Final Building	\$75.00
Final Mechanical	\$75.00
Final Electrical	\$75.00
Final Plumbing	\$75.00
Med-Gas	\$250.00
Re-inspections	\$75.00
Fill in/Back up Inspections	* See Below
Emergency Inspections	**\$125.00

*Fill In/Back up Inspections: These inspections will be performed during times when the City's employed inspector is unavailable or absent due to vacation, training or illness. Commercial inspections other than MedGas are \$85.00 each. MedGas inspections will be \$300.00.

**Emergency Inspections: These inspections are requested after the agreed upon cut-off time for scheduling for the next day or requested on the same day as the inspection is needed.



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 9

Agenda Title: **Discuss and consider approving
Cooperative Purchasing Interlocal
Agreement with Williamson County**

Council Action to be taken: Approve Interlocal Agreement

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

This agreement will allow the City of Taylor to purchase goods and services using the bulk prices provided to Williamson County.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The Texas Local Government Code authorizes local governments to participate in Cooperative Purchasing Programs with other local governments or a local cooperative organization. By joining these groups it allows the City to take advantage of bulk prices and allows us to receive better prices.

The City is currently a member of Buyboard and HGAC, which are both purchasing programs. Both programs have helped the City obtain better prices on a variety of goods. This agreement with Williamson County would provide us another option to explore in order to obtain the best prices.

The County will need to approve this agreement as well. Once this is complete staff can contact the County's purchasing agent to check and utilize their prices on goods and services.

3. STAFF ANALYSIS (How and Why)

This agreement would provide us an additional option to find lower prices for goods and services. By using this agreement the City can optimize our buying power and save money.

4. RECOMMENDATION

Approve Interlocal agreement

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

9a. [Purchasing Cooperative Interlocal Agreement](#)

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

This Purchasing Cooperative Interlocal Agreement (“Agreement”) is by and between City of Taylor, Texas, a Texas Municipality, (“City”); and Williamson County, Texas, a political subdivision of the State of Texas (“Williamson County”) acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

WHEREAS, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other’s competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov’t Code;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

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

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

The City Manager of City or his/her designee is authorized to act on behalf of City in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program. Each party shall make payments directly to the vendor under a contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 Relationship of Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be

deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Assignment:** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

5.6 **No Third Party Beneficiaries:** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

5.7 **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

5.8 **Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

5.9 **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5.10 **Governing Law:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas.

Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

5.11 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.12 **Recitals:** The recitals to this Agreement are incorporated herein.

5.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this ____ day of _____, 20____.

CITY OF TAYLOR, TEXAS

By: _____

Printed Name: Brian LaBorde

Title: City Manager

Address: City of Taylor
Attn: Brian LaBorde,
City Manager
400 Porter Street
Taylor, Texas 76574
brian.laborde@taylortx.gov

EXECUTED this ____ day of _____, 20____.

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.,
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 10

Agenda Title: **Consider Introducing Ordinance 2019-29 for TMRS Conversion**

Council Action to be taken: Introduce Ordinance 2019-29

Department Submitted: Finance/Human Resources

Staff Contact: Jeffrey Wood, Director of Finance
Kim Peterson, Director Human Resources & Civil Service

1. PURPOSE/DESCRIPTION

The FY2019-20 Budget includes funding for a change to the City of Taylor's retirement plan through the Texas Municipal Retirement System (TMRS). This item introduces the ordinance required to make the change.

Sean Thompson, TMRS Regional Manager will present the changes and be available to answer any Council questions about the proposed changes.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The City of Taylor is one of only a few remaining municipalities whose retirement plan is still under a 1.5:1 matching ratio. Council and staff have previously identified that a higher, more widely used 2:1 matching ratio would assist the City with staff recruitment and retention. Funding was included in the FY2019-20 Budget to cover the additional annual cost of increasing the City's matching ratio.

3. STAFF ANALYSIS (How and Why)

The current plan requires employees to deposit seven percent of their earnings to the plan, with the City matching that contribution at a rate of 1.5:1. A 1.5:1 matching ratio will cost the City 11.78% of payroll costs for FY2019-20. Increasing the matching ratio to 2:1 will cost 12.92% of payroll costs. The FY2019-20 Budget includes funding for this additional cost.

The current plan also contains an annual Cost Of Living Adjustment (COLA) for retirees of 70% of the CPI. The new plan will reduce the annual COLA for retirees to 30% of the CPI. Staff looked at several options available with regards to increasing the contribution level of the plan and the reduction in the annual COLA to 30% was the only option that was affordable at this time.

4. RECOMMENDATION

Staff recommends that Council introduce Ordinance 2019-29. Increasing the TMRS Plan to a matching ratio of 2:1 is needed to assist with the retention of current staff and to help with the recruitment of future staff. As previously cited, the City of Taylor is one of only a few municipalities that remain at a 1.5:1 matching ratio, and this puts the City at a competitive disadvantage with neighboring communities. Increasing the matching ratio will put the City of Taylor on the same level as other communities and make job opportunities at the City more attractive.

5. FUNDING SOURCE

Funding is included in the FY2019-20 Budget for the additional cost of increasing the matching ratio to 2:1 with a 30% COLA.

6. TIMELINE

The planned change will be effective on January 1, 2020. Council is being asked to introduce Ordinance 2019-29 at the September 26th meeting, with final adoption scheduled for the October 17th meeting.

7. OTHER OPTIONS (In order of preference)

Council can elect to not make any changes to the TMRS plan at this time.

8. ATTACHMENTS

- 10a. [Ordinance 2019-29](#)
- 10b. [TMRS Plan Change Study](#)
- 10c. [TMRS PowerPoint Presentation](#)

ORDINANCE NO. 2019-29

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE MEMBERS OF THE CITY OF TAYLOR; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; PROVIDING FOR A CHANGE IN THE MUNICIPAL CONTRIBUTIONS TO THE CURRENT SERVICE ANNUITY RESERVE AT RETIREMENT OF THE EMPLOYEES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the City of Taylor, Texas, is a Home Rule City as defined by the Texas Local Government Code; and

WHEREAS, the City of Taylor, Texas is a municipality that participates in the Texas Municipal Retirement System pursuant to the provisions of Government Code, Subtitle G, Title 8, as amended

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

Section 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City of Taylor (hereinafter referred to as the "City"), and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).

(b) On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated

in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant hereunder and all future grants under this ordinance.

(c) The Updated Service Credit hereby allowed and provided for shall be **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act).

(d) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

Section 2. Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of the TMRS Act, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **30%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

Section 3. Dates of Allowances and Increases.

The initial allowance of Updated Service Credit and increase in retirement annuities hereunder shall be effective on **January 1, 2020**, subject to approval by the Board of Trustees of the System. An allowance of Updated Service Credits and an increase in retirement annuities shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

Section 4. Increased Municipal Contributions.

That effective **January 1, 2020**, for each month of current service thereafter rendered by each of its employees who are members of the Texas Municipal Retirement System, the City elects to provide for each such member at the time of his or her retirement, a sum that is **200%** of such member's accumulated deposits for such month of employment; and said sum shall be a liability of the City's account in the Benefit Accumulation Fund.

Section 5. Effective Date.

Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the **1st day of January 2020**.

Section 6. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 7. In accordance with Article VIII of the City Charter, Ordinance No. 2019-29 was introduced before the City Council on September 26, 2019.

Passed and approved this the _____ day of _____

Brandt Rydell, Mayor
Taylor City Council

ATTEST:

Dianne Barker, City Clerk



Plan Change Study

01246 Taylor

GRID 2020

For Informational Purposes Only

Effective Date - January 1, 2020

Report Date - September 5, 2019

Proposed Plans

Plan Provisions

	<u>Current</u>	<u>1</u>
Deposit Rate	7.00%	7.00%
Matching Ratio	1.5 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC **	Yes	Yes
Annuity Increase	70% (Repeating)	30% (Repeating)
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years
<u>Contribution Rates</u>	<u>2020</u>	<u>2020</u>
Normal Cost Rate	7.46%	9.08%
Prior Service Rate	<u>4.10%</u>	<u>3.62%</u>
Retirement Rate	11.56%	12.70%
Supplemental Death Rate	<u>0.22%</u> (A & R)	<u>0.22%</u> (A & R)
Total Rate	11.78%	12.92%
Unfunded Actuarial Liability	\$5,448,570	\$4,803,568
Amortization Period	25 years	25 years
Funded Ratio	83.0%	84.7%
Phase-In Total Rate	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 7 eligible transfer employees on the valuation date.



Texas Municipal Retirement System

Proposed Plan Changes

By Sean Thompson, Regional Manager

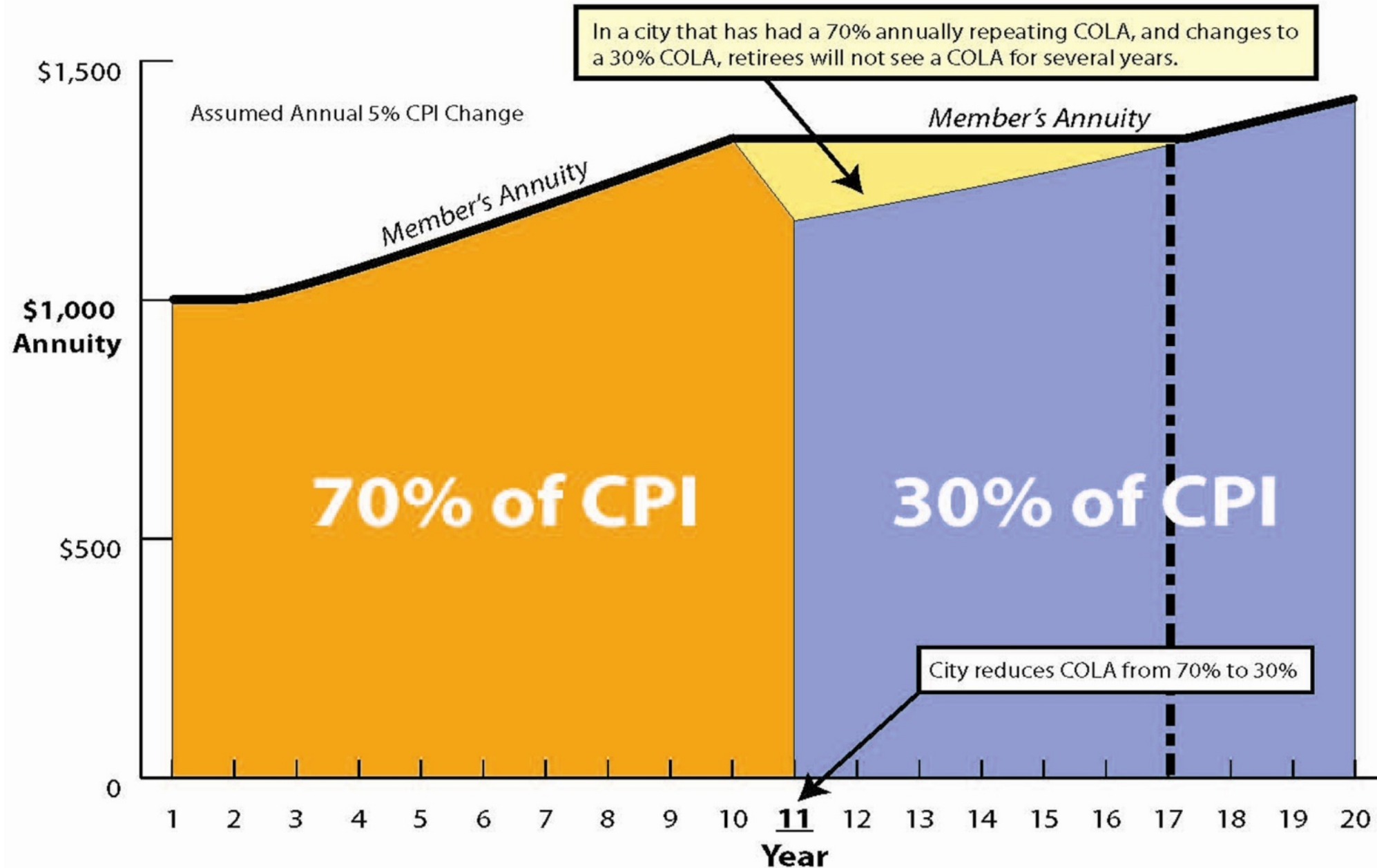
Current City Plan

- 7% Employee Deposit Rate
- 1.5 to 1 Matching Ratio
- 100% Updated Service Credits w/transfers (Repeating)
- 70% Annuity Increase (Repeating)

Proposed City Plan

- 7% Employee Deposit Rate
- 2 to 1 Matching Ratio
- 100% Updated Service Credits w/transfers (Repeating)
- 30% Annuity Increase (Repeating)

TMRS COLAs are calculated on the change in CPI for all the years since retirement.



Recommendation & Timeline

If proposed plan is adopted by council through a city ordinance, both matching ratio and annuity increases would be effective January 1, 2020.

Ordinance would need to be adopted between now and December 31st, 2019.



Plan Change Study

01246 Taylor

GRID 2020

For Informational Purposes Only

Effective Date - January 1, 2020

Report Date - September 18, 2019

Proposed Plans

<u>Plan Provisions</u>	<u>Current</u>	<u>1</u>
Deposit Rate	7.00%	7.00%
Matching Ratio	1.5 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC **	Yes	Yes
Annuity Increase	70% (Repeating)	30% (Repeating)
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years
<u>Contribution Rates</u>	<u>2020</u>	<u>2020</u>
Normal Cost Rate	7.46%	9.08%
Prior Service Rate	4.10%	3.62%
Retirement Rate	11.56%	12.70%
Supplemental Death Rate	0.22% (A & R)	0.22% (A & R)
Total Rate	11.78%	12.92%
Unfunded Actuarial Liability	\$5,448,570	\$4,803,568
Amortization Period	25 years	25 years
Funded Ratio	83.0%	84.7%
Phase-In Total Rate	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 7 eligible transfer employees on the valuation date.



Plan Change Study

01246 Taylor

GRID 2020

For Informational Purposes Only

Effective Date - January 1, 2020

Report Date - September 18, 2019

Proposed Plans

<u>Plan Provisions</u>	<u>Current</u>	<u>1</u>	<u>2</u>
Deposit Rate	7.00%	7.00%	7.00%
Matching Ratio	1.5 to 1	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)	100% (Repeating)
Transfer USC **	Yes	Yes	Yes
Annuity Increase	70% (Repeating)	50% (Repeating)	70% (Repeating)
20 Year/Any Age Ret.	Yes	Yes	Yes
Vesting	5 years	5 years	5 years
<u>Contribution Rates</u>	<u>2020</u>	<u>2020</u>	<u>2020</u>
Normal Cost Rate	7.46%	9.73%	10.39%
Prior Service Rate	4.10%	4.77%	6.00%
Retirement Rate	11.56%	14.50%	16.39%
Supplemental Death Rate	0.22% (A & R)	0.22% (A & R)	0.22% (A & R)
Total Rate	11.78%	14.72%	16.61%
Unfunded Actuarial Liability	\$5,448,570	\$6,328,282	\$7,961,381
Amortization Period	25 years	25 years	25 years
Funded Ratio	83.0%	80.8%	77.0%
Phase-In Total Rate	N/A	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 7 eligible transfer employees on the valuation date.



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 11

Agenda Title: **Hold a public hearing and consider Ordinance 2019-28 for a request to re-zone approximately 756.00 acres of Single-Family Residential Zoning District (R-1) to 756.00 acres of General Commercial Zoning District (B-2) with a Commercial Planned Development Overlay (B-2/CPD), addressed as 201 FM 3349 by Hydrie McAlister, RCR Rail Company**

Council Action to be taken: Hold a public hearing and consider ordinance

Department Submitted: Development Services

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

1. PURPOSE/DESCRIPTION

This agenda item is regarding the public hearing and consideration of the ordinance for rezoning approximately 756.00 acres.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The subject property was annexed in 2018 for a rail oriented commercial development. The next step in the development process is rezoning the subject property so the appropriate permits may be obtained.

3. STAFF ANALYSIS (How and Why)

Overall, the request is consistent with the Comprehensive Plan, Land Use Objectives and general Planning Principles and Policy Guides. The subject property meets the need to concentrate new development in areas that can support growth with adequate and appropriate transportation infrastructure. The subject property is large enough to provide enough space for development of a variety of businesses and ensure that impacts on surrounding properties will be minimal as compatibility will be achieved with more restrictive setbacks and the installation of landscape buffers as recommended in the Planning Principles and Policy Guides. Further, the tailored development standards provide us with the opportunity to support and manage growth.

4. RECOMMENDATION

Staff recommends holding the public hearing and approving the ordinance..

5. FUNDING SOURCE

N/A

6. TIMELINE

The Planning and Zoning Commission held a public hearing on September 10, 2019. The P&Z recommendation will be available at the Council meeting.

The introduction of the ordinance rezoning the property occurred on September 12, 2019.

City Council will hold a public hearing and consider adopting the rezoning ordinance on September 26, 2019.

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

8. ATTACHMENTS

11a. [Ordinance 2019-28](#)

11b. [Ordinance 2019-28 Exhibit A](#)

11c. [Ordinance 2019-28 Exhibit B](#)

11d. [Power Point presentation](#)

ORDINANCE NO. 2019-28

AN ORDINANCE CHANGING THE ZONING OF APPROXIMATELY 756 ACRES OF LAND DESCRIBED IN THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1) TO GENERAL BUSINESS ZONING DISTRICT WITH A COMMERCIAL PLANNED DEVELOPMENT OVERLAY (B-2/CPD) WHICH IS GENERALLY LOCATED AT 201 FM 3349, IN TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF TAYLOR, TEXAS TO SHOW THE ZONING CHANGE SET FORTH IN THIS ORDINANCE; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on September 26, 2019, to consider the rezoning request made by Railroad Infrastructure & Terminal Development, LLC./Richard Heiges as agent for Hydrie McAlister, owner of the 756 acre tract, which 756.00 acres is legally described in Exhibit A attached hereto and incorporated by reference herein for all purposes ("Property"); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 10, 2019, to consider the zoning request, and recommended the zoning change to the City Council; and

WHEREAS, the City Council, after the public hearing, approved the request for the Property zoning changes, as herein after set out.

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, being approximately 756.00 acres, is amended from Single-Family Residential Zoning District (R-1) to General Business Zoning District with a Commercial Planned Development Overlay (B-2/CPD).

SECTION 3. The Commercial Planned Development hereby referred to as the RCR-Taylor Logistics Park Planned Development that shall be applied to the Property is described in Exhibit B attached hereto and incorporated by reference herein.

SECTION 4. The Official Zoning Map of the City of Taylor is amended to show the zoning changes set forth in this Ordinance.

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

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

SECTION 7. In accordance with Article VIII of the City Charter, Ordinance 2019-28 was introduced before the Taylor City Council on the 12th day of September, 2019.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2019.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

EXHIBIT "A"

DESCRIPTION OF A 193.41 ACRE TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT 562, THE W. NOBLES SURVEY, ABSTRACT 484, AND THE J. C. EAVES SURVEY, ABSTRACT 213, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 199.922 ACRE TRACT OF LAND, SAVE AND EXCEPT 5.00 ACRES AND SAVE AND EXCEPT ANY OTHER PORTION OR PORTIONS THEREOF PREVIOUSLY CONVEYED AS DESCRIBED IN A DEED FROM MARGARET MINGS BUNNELL TO STEVEN SLAUGHTER AS TRUSTEE OF THE MARGARET MINGS BUNNELL, REVOCABLE LIVING TRUST, AND RECORDED IN DOCUMENT NO. 2014008746 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 193.41 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TxDOT) Type I concrete monument found on the west right-of-way line of Farm to Market Road 3349 (FM 3349), a 100' width right-of-way, as described in deed to the State of Texas, and recorded in Volume 673, Page 207 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.), said point being the northeast corner of a called 1.699 acre tract as described in deed to Elisabeth Henning and husband, Emmanuel Manigand and being Lot 1 of the Gene Rydell Estate, and recorded in Document No. 2008081540, O.P.R.W.C.TX., same being the southeast corner of a called 13.18 acre tract as described in deed to Jonah Water Special Utility District and recorded in Document No. 2002103516, O.P.R.W.C.TX.;

THENCE S 82°24'18" E, over and across said FM 3349, a distance of 100.00 feet to a 1/2-inch iron rod with SAM cap set on the west line and the POINT OF BEGINNING of the herein described tract, said point being on the east right-of-way line of said FM 3349, said point having calculated grid coordinates of N:10175317.24, E:3193541.32;

THENCE N 07°13'58" E, with the east right-of-way line of said FM 3349 and the west line of the herein described tract, a distance of 342.08 feet to a 1/2-inch iron rod with SAM cap set for the southwest corner of a called 5.00 acre tract of land as described in a deed to the City of Hutto, and recorded in Document No. 2003011596, O.P.R.W.C.TX., from which a TxDOT Type I monument found bears N 07°13'58" E, a distance of 60.24 feet;

THENCE with the south, east and north line of said 5.00 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) S 82°38'41" E, a distance of 436.92 feet to a 1/2-inch iron rod with SAM cap set for the southeast corner of said 5.00 acre tract,
- 2) N 07°13'58" E, a distance of 498.81 feet to 1/2-inch iron rod found for the northeast corner of said 5.00 acre tract, and
- 3) N 82°38'41" W, passing at a distance of 436.70 feet a 5/8-inch iron rod with a cap stamped "VARA SURVEYING" found, and continuing for a total distance of 436.92 feet to a calculated point on the east right-of-way line of said FM 3349, same being the northwest corner of said 5.00 acre tract;

THENCE N 07°13'58" E, with the west line of the herein described tract, same being the east right-of-way line of said FM 3349, passing at a distance of 329.77 feet to a 1/2-inch iron rod with SAM cap set on the south right-of-way line of Union Pacific Railroad (200 foot width right-of-way), and recorded in Volume 17, Page 588, D.R.W.C.TX., and continuing for a total distance of 383.12 feet to a calculated point in the north line of said 199.922 acre tract, for the northwest corner of the herein described tract;

193.41 ACRES

J. J. STUBBLEFIELD SURVEY, ABSTRACT 562

W. NOBLES SURVEY, ABSTRACT 484

J. C. EAVES SURVEY, ABSTRACT 213

WILLIAMSON COUNTY, TEXAS

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SAM, LLC Job No. 34369
Page 2 of 2

THENCE N 77°23'39"E, with the north line of said 199.922 acre tract and the herein described tract, passing at a distance of 1.29 feet a 3/4-inch iron rod found, and continuing for a total distance of 2,846.85 feet to a 2-inch cedar post found for the most northerly northeast corner of said 199.922 acre tract and the herein described tract, from which a 1-inch iron pipe found bears N 27°26'55" W, a distance of 4.58 feet;

THENCE S 21°32'51" E, with an east line of said 199.922 acre tract, passing at a distance of 47.27 feet to a 1/2-inch iron rod with SAM cap set on the south right-of-way line of said Union Pacific Railroad, and continuing with the east line of said 199.922 acre tract, same being a west line of a called 305.22 acre tract as described in a deed to C. Ernest Lawrence and recorded in Document No. 2005011334, O.P.R.W.C.TX., for a total distance of 1,181.09 feet to a 1/2-inch iron rod found for the interior ell corner of the said 199.922 acre tract and the herein described tract;

THENCE N 68°47'13" E, with a north line of said 199.922 acre tract and a south line of said 305.22 acre tract, a distance of 856.19 feet to a 1/2-inch iron rod with SAM cap set for an angle point;

THENCE S 82°23'17" E, with a north line of said 199.922 acre tract and a south line of said 305.22 acre tract, a distance of 750.03 feet to a 3-inch metal post found for the most easterly northeast corner of said 199.922 acre tract and the herein described tract;

THENCE S 07°32'28" W, with the east line of said 199.922 acre tract, and a west line of said 305.22 acre tract, a distance of 1,747.60 feet to a 1/2-inch iron rod with SAM cap set for the southeast corner of said 199.922 acre tract and the herein described tract, same being the northeast corner of a called 186 acre tract as described in a deed to Irving J. Bentley and wife, Nancy Bunnell Bentley, and recorded in Volume 1974, Page 994 of the Official Records, Williamson County, Texas (O.R.W.C.TX.), from which a 1-inch iron pipe bears S 82°56'29" E, a distance of 0.74 feet, also from which a 1/2-inch iron rod with SAM cap set at the base of the leaning cross-tie fence post called for in deed found bears S 07°32'28" W, passing a calculated point from which a 1/2-inch iron rod found bears N 80°33'47" W, a distance of 2.03 feet, passing a 1/2-inch iron rod with SAM cap set, a distance of 1,689.68 feet, from which a disturbed 3/4-inch iron pipe found bears S 82°56'27" E, a distance of 1.34 feet; for a total distance of 2,829.56 feet;

THENCE N 82°56'29" W, with the south line of said 199.922 acre tract and the north line of said 186 acre tract, a distance of 4,741.28 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349, for the southwest corner of the herein described tract, from which a TxDOT Type I monument found bears S 07°35'42" W, a distance of 2,514.05 feet, S 07°28'28" W, a distance of 1,896.17 feet, and S 07°39'33" W, a distance of 376.62 feet;

193.41 ACRES
J. J. STUBBLEFIELD SURVEY, ABSTRACT 562
W. NOBLES SURVEY, ABSTRACT 484
J. C. EAVES SURVEY, ABSTRACT 213
WILLIAMSON COUNTY, TEXAS

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SAM, LLC Job No. 34369
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THENCE N 07°35'42" E, with the east right-of-way line of said FM 3349, same being the west line of the herein described tract, a distance of 204.18 feet to the **POINT OF BEGINNING**, containing 193.41 acres of land more or less, of which 3.18 acres of land is within the said Railroad right-of-way.

Bearing Basis: Texas State Plane Coordinate System, NAD83, Central Zone (4203). All coordinates are grid values. All distances are surface values in U.S. Survey Feet. To compute grid values, multiply surface distances by a Combined Scale Factor of 0.99988651.

Reference is herein made to the Survey Plat accompanying this metes and bounds description of even date.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

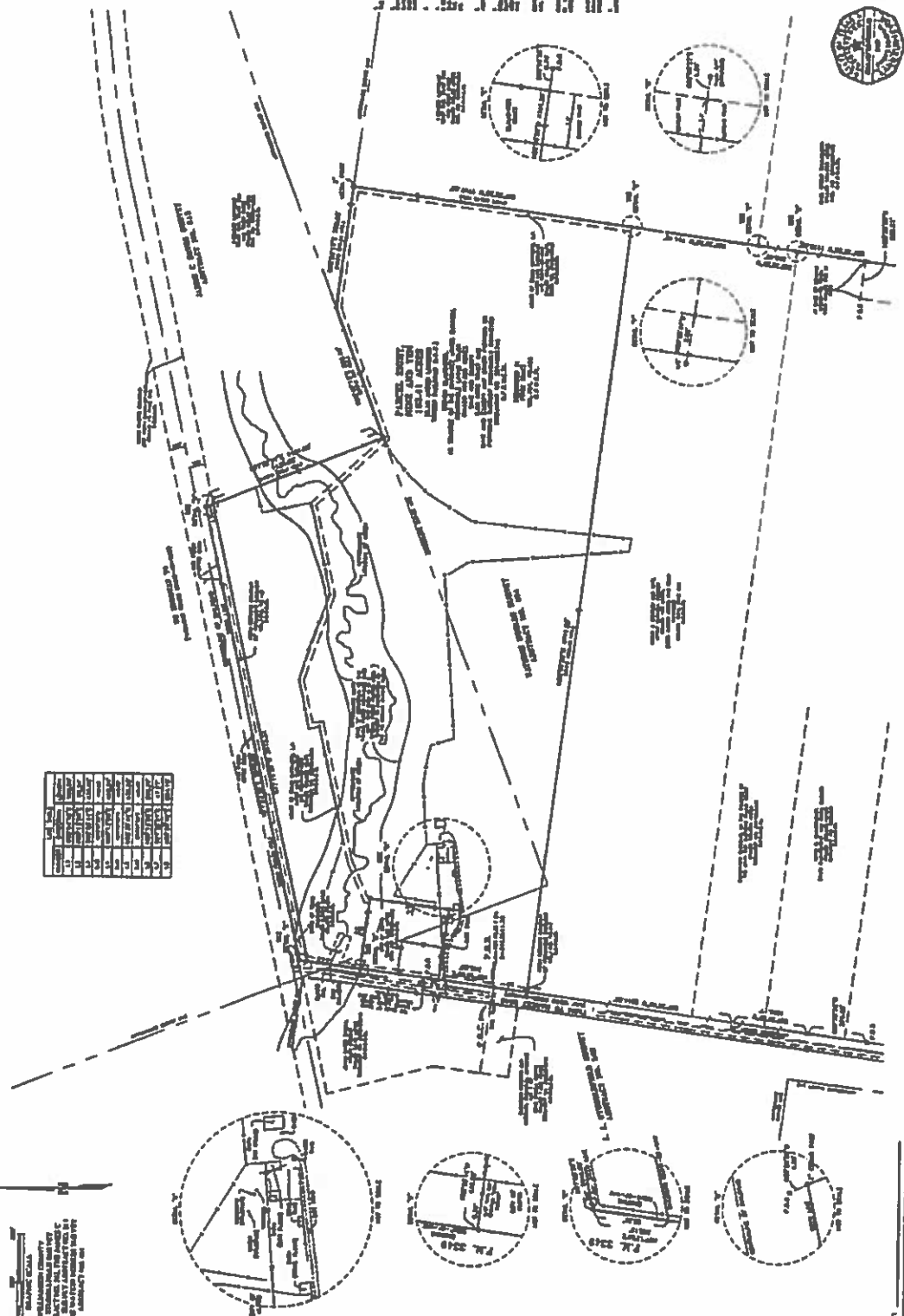
SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Parkway Two, Suite 100
Texas 78735
TX. Firm Registration No. 10064300


Gina Loftis-Franklin Date 5-21-14
Registered Professional Land Surveyor Austin,
Texas Registration No. 6087



WILLIAMSON COUNTY
 JAMES C. BAYES SURVEY
 ABSTRACT NO. 442
 AND THE
 ABSTRACT NO. 443

LINE	BEARING	DISTANCE	POINT
1	N 89° 15' E	1.00	1
2	S 89° 15' E	1.00	2
3	N 89° 15' E	1.00	3
4	S 89° 15' E	1.00	4
5	N 89° 15' E	1.00	5
6	S 89° 15' E	1.00	6
7	N 89° 15' E	1.00	7
8	S 89° 15' E	1.00	8
9	N 89° 15' E	1.00	9
10	S 89° 15' E	1.00	10
11	N 89° 15' E	1.00	11
12	S 89° 15' E	1.00	12
13	N 89° 15' E	1.00	13
14	S 89° 15' E	1.00	14
15	N 89° 15' E	1.00	15
16	S 89° 15' E	1.00	16
17	N 89° 15' E	1.00	17
18	S 89° 15' E	1.00	18
19	N 89° 15' E	1.00	19
20	S 89° 15' E	1.00	20



- LEGEND**
- 1. 1/4 SECTION 10, T. 10 N., R. 10 E., S. 10 E.
 - 2. 1/4 SECTION 11, T. 10 N., R. 10 E., S. 10 E.
 - 3. 1/4 SECTION 12, T. 10 N., R. 10 E., S. 10 E.
 - 4. 1/4 SECTION 13, T. 10 N., R. 10 E., S. 10 E.
 - 5. 1/4 SECTION 14, T. 10 N., R. 10 E., S. 10 E.
 - 6. 1/4 SECTION 15, T. 10 N., R. 10 E., S. 10 E.
 - 7. 1/4 SECTION 16, T. 10 N., R. 10 E., S. 10 E.
 - 8. 1/4 SECTION 17, T. 10 N., R. 10 E., S. 10 E.
 - 9. 1/4 SECTION 18, T. 10 N., R. 10 E., S. 10 E.
 - 10. 1/4 SECTION 19, T. 10 N., R. 10 E., S. 10 E.
 - 11. 1/4 SECTION 20, T. 10 N., R. 10 E., S. 10 E.
 - 12. 1/4 SECTION 21, T. 10 N., R. 10 E., S. 10 E.
 - 13. 1/4 SECTION 22, T. 10 N., R. 10 E., S. 10 E.
 - 14. 1/4 SECTION 23, T. 10 N., R. 10 E., S. 10 E.
 - 15. 1/4 SECTION 24, T. 10 N., R. 10 E., S. 10 E.
 - 16. 1/4 SECTION 25, T. 10 N., R. 10 E., S. 10 E.
 - 17. 1/4 SECTION 26, T. 10 N., R. 10 E., S. 10 E.
 - 18. 1/4 SECTION 27, T. 10 N., R. 10 E., S. 10 E.
 - 19. 1/4 SECTION 28, T. 10 N., R. 10 E., S. 10 E.
 - 20. 1/4 SECTION 29, T. 10 N., R. 10 E., S. 10 E.
 - 21. 1/4 SECTION 30, T. 10 N., R. 10 E., S. 10 E.
 - 22. 1/4 SECTION 31, T. 10 N., R. 10 E., S. 10 E.
 - 23. 1/4 SECTION 32, T. 10 N., R. 10 E., S. 10 E.
 - 24. 1/4 SECTION 33, T. 10 N., R. 10 E., S. 10 E.
 - 25. 1/4 SECTION 34, T. 10 N., R. 10 E., S. 10 E.
 - 26. 1/4 SECTION 35, T. 10 N., R. 10 E., S. 10 E.
 - 27. 1/4 SECTION 36, T. 10 N., R. 10 E., S. 10 E.
 - 28. 1/4 SECTION 37, T. 10 N., R. 10 E., S. 10 E.
 - 29. 1/4 SECTION 38, T. 10 N., R. 10 E., S. 10 E.
 - 30. 1/4 SECTION 39, T. 10 N., R. 10 E., S. 10 E.
 - 31. 1/4 SECTION 40, T. 10 N., R. 10 E., S. 10 E.
 - 32. 1/4 SECTION 41, T. 10 N., R. 10 E., S. 10 E.
 - 33. 1/4 SECTION 42, T. 10 N., R. 10 E., S. 10 E.
 - 34. 1/4 SECTION 43, T. 10 N., R. 10 E., S. 10 E.
 - 35. 1/4 SECTION 44, T. 10 N., R. 10 E., S. 10 E.
 - 36. 1/4 SECTION 45, T. 10 N., R. 10 E., S. 10 E.
 - 37. 1/4 SECTION 46, T. 10 N., R. 10 E., S. 10 E.
 - 38. 1/4 SECTION 47, T. 10 N., R. 10 E., S. 10 E.
 - 39. 1/4 SECTION 48, T. 10 N., R. 10 E., S. 10 E.
 - 40. 1/4 SECTION 49, T. 10 N., R. 10 E., S. 10 E.
 - 41. 1/4 SECTION 50, T. 10 N., R. 10 E., S. 10 E.
 - 42. 1/4 SECTION 51, T. 10 N., R. 10 E., S. 10 E.
 - 43. 1/4 SECTION 52, T. 10 N., R. 10 E., S. 10 E.
 - 44. 1/4 SECTION 53, T. 10 N., R. 10 E., S. 10 E.
 - 45. 1/4 SECTION 54, T. 10 N., R. 10 E., S. 10 E.
 - 46. 1/4 SECTION 55, T. 10 N., R. 10 E., S. 10 E.
 - 47. 1/4 SECTION 56, T. 10 N., R. 10 E., S. 10 E.
 - 48. 1/4 SECTION 57, T. 10 N., R. 10 E., S. 10 E.
 - 49. 1/4 SECTION 58, T. 10 N., R. 10 E., S. 10 E.
 - 50. 1/4 SECTION 59, T. 10 N., R. 10 E., S. 10 E.
 - 51. 1/4 SECTION 60, T. 10 N., R. 10 E., S. 10 E.
 - 52. 1/4 SECTION 61, T. 10 N., R. 10 E., S. 10 E.
 - 53. 1/4 SECTION 62, T. 10 N., R. 10 E., S. 10 E.
 - 54. 1/4 SECTION 63, T. 10 N., R. 10 E., S. 10 E.
 - 55. 1/4 SECTION 64, T. 10 N., R. 10 E., S. 10 E.
 - 56. 1/4 SECTION 65, T. 10 N., R. 10 E., S. 10 E.
 - 57. 1/4 SECTION 66, T. 10 N., R. 10 E., S. 10 E.
 - 58. 1/4 SECTION 67, T. 10 N., R. 10 E., S. 10 E.
 - 59. 1/4 SECTION 68, T. 10 N., R. 10 E., S. 10 E.
 - 60. 1/4 SECTION 69, T. 10 N., R. 10 E., S. 10 E.
 - 61. 1/4 SECTION 70, T. 10 N., R. 10 E., S. 10 E.
 - 62. 1/4 SECTION 71, T. 10 N., R. 10 E., S. 10 E.
 - 63. 1/4 SECTION 72, T. 10 N., R. 10 E., S. 10 E.
 - 64. 1/4 SECTION 73, T. 10 N., R. 10 E., S. 10 E.
 - 65. 1/4 SECTION 74, T. 10 N., R. 10 E., S. 10 E.
 - 66. 1/4 SECTION 75, T. 10 N., R. 10 E., S. 10 E.
 - 67. 1/4 SECTION 76, T. 10 N., R. 10 E., S. 10 E.
 - 68. 1/4 SECTION 77, T. 10 N., R. 10 E., S. 10 E.
 - 69. 1/4 SECTION 78, T. 10 N., R. 10 E., S. 10 E.
 - 70. 1/4 SECTION 79, T. 10 N., R. 10 E., S. 10 E.
 - 71. 1/4 SECTION 80, T. 10 N., R. 10 E., S. 10 E.
 - 72. 1/4 SECTION 81, T. 10 N., R. 10 E., S. 10 E.
 - 73. 1/4 SECTION 82, T. 10 N., R. 10 E., S. 10 E.
 - 74. 1/4 SECTION 83, T. 10 N., R. 10 E., S. 10 E.
 - 75. 1/4 SECTION 84, T. 10 N., R. 10 E., S. 10 E.
 - 76. 1/4 SECTION 85, T. 10 N., R. 10 E., S. 10 E.
 - 77. 1/4 SECTION 86, T. 10 N., R. 10 E., S. 10 E.
 - 78. 1/4 SECTION 87, T. 10 N., R. 10 E., S. 10 E.
 - 79. 1/4 SECTION 88, T. 10 N., R. 10 E., S. 10 E.
 - 80. 1/4 SECTION 89, T. 10 N., R. 10 E., S. 10 E.
 - 81. 1/4 SECTION 90, T. 10 N., R. 10 E., S. 10 E.
 - 82. 1/4 SECTION 91, T. 10 N., R. 10 E., S. 10 E.
 - 83. 1/4 SECTION 92, T. 10 N., R. 10 E., S. 10 E.
 - 84. 1/4 SECTION 93, T. 10 N., R. 10 E., S. 10 E.
 - 85. 1/4 SECTION 94, T. 10 N., R. 10 E., S. 10 E.
 - 86. 1/4 SECTION 95, T. 10 N., R. 10 E., S. 10 E.
 - 87. 1/4 SECTION 96, T. 10 N., R. 10 E., S. 10 E.
 - 88. 1/4 SECTION 97, T. 10 N., R. 10 E., S. 10 E.
 - 89. 1/4 SECTION 98, T. 10 N., R. 10 E., S. 10 E.
 - 90. 1/4 SECTION 99, T. 10 N., R. 10 E., S. 10 E.
 - 91. 1/4 SECTION 100, T. 10 N., R. 10 E., S. 10 E.

WITNESSES

I, the undersigned, being a duly qualified surveyor of the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.

 Surveyor

NOTARY PUBLIC

My commission expires _____

 Notary Public



LAND TITLE SURVEY
 STEVEN LAUGHTER, TRUSTEE
 SURVEY PLAT OF A 191.41 ACRES TRACT OUT OF THE
 2.2 STUBBLEFIELD SURVEY ABSTRACT NO. 342,
 THE JAMES C BAYES SURVEY ABSTRACT NO. 315 AND
 THE WATKIN HODGES SURVEY ABSTRACT NO. 442
 WILLIAMSON COUNTY, TEXAS

EXHIBIT "A"

DESCRIPTION OF A 183.94 ACRE TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT 484, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 186 ACRE TRACT OF LAND, SAVE AND EXCEPT 3.8806 ACRES, AS DESCRIBED IN A DEED FROM NANCY BUNNELL BENTLEY TO IRVING J. BENTLEY AND WIFE, NANCY BUNNELL BENTLEY, AND RECORDED IN VOLUME 1974, PAGE 994, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 183.89 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TxDOT) Type I concrete monument found (broken) on the west right-of-way line of Farm to Market 3349 (FM 3349), a 100-foot width right-of-way, for the northeast corner of that certain called 1.699 acre tract of land described as Lot 1 of the Gene Rydell Estate, and recorded in Cabinet EE, Slide 384, Plat Records, Williamson County, Texas, same being the southeast corner of that certain called 13.18 acre tract of land described in a deed to Jonah Water Special Utility District, and recorded in Document No. 2002103516, Official Public Records, Williamson County, Texas (O.P.R.W.C.TX.);

THENCE S82°24'18"E, over and across said FM 3349, a distance of 100.00 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349 and the west line of that certain called 199.922 acre tract of land described in a deed to Steven Slaughter, as Trustee of the Margaret Mings Bunnell Revocable Living Trust, and recorded in Document No. 2014008746, O.P.R.W.C.TX.;

THENCE S07°35'42"W, with the east right-of-way line of said FM 3349 and the west line of said 199.922 acre tract, a distance of 204.18 feet to a 1/2-inch iron rod with SAM cap set in the north line of said 186 acre tract for the northwest corner and POINT OF BEGINNING of the herein described tract, said point having grid coordinates of N:10175115.19, E:3193514.38;

THENCE S82°56'29"E, with the north line of said 186 acre tract and the south line of said 199.922 acre tract, a distance of 4741.28 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of the herein described tract, same being the southeast corner of said 199.922 acre tract, from which a 1-inch iron pipe found (disturbed) bears S82°56'29"E, a distance of 0.74 feet;

THENCE S07°32'28"W, with the east line of said 186 acre tract, passing at a distance of 794.19 feet a calculated point for the northwest corner of that certain called 164.685 acre tract of land described in a deed to Carl Brent Samuelson, and recorded in Document No. 2012107105, O.P.R.W.C.TX., from which a 1/2-inch iron rod found bears N80°33'47"W, a distance of 2.03 feet, and continuing for a total distance of 1689.68 feet to a 1/2-inch iron rod with SAM cap set for the southeast corner of the herein described tract, same being the northeast corner of that certain called 185.994 acre tract of land described in a deed to Constance Slocumb, as Trustee of the John Guy Slocumb Family Trust, and recorded in Document No. 2011033689, O.P.R.W.C.TX., from which a 3/4-inch iron pipe found (disturbed) bears S82°56'27"E, a distance of 1.34 feet;

THENCE N82°56'27"W, with the south line of said 186 acre tract and the north line of said 185.994 acre tract, a distance of 4742.86 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349, for the southwest corner of the herein described tract, from which a TxDOT Type I concrete monument found bears S07°35'42"W, a distance of 824.39 feet, S07°28'28"W, a distance of 1896.17 feet, and S07°39'33"W, a distance of 376.62 feet,

183.94 ACRES
WATKINS NOBLES SURVEY, ABSTRACT 484
WILLIAMSON COUNTY, TEXAS

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SAM, LLC Job No. 34369
Page 2 of 2

THENCE N07°35'42"E, with the east right-of-way line of said FM 3349, a distance of 1689.66 feet to the POINT OF BEGINNING, containing 183.94 acres of land, more or less.

Bearing Basis: Texas State Plane Coordinate System, NAD83, Central Zone (4203). All coordinates at grid values. All distances are surface values in U.S. Survey Feet. To compute grid values, multiply surface distances by a Combined Scale Factor of 0.99988651.

Reference is herein made to the Survey Plat accompanying this metes and bounds description of even date.

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS	§	

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

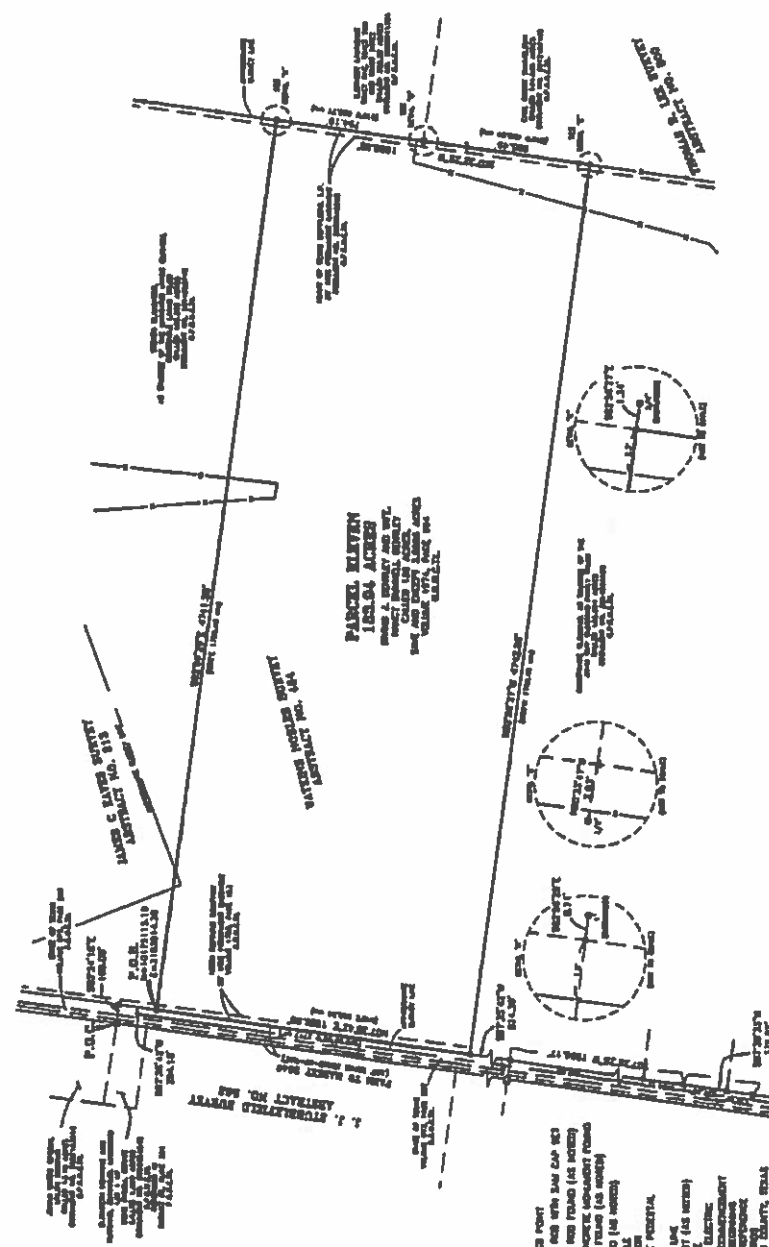
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Parkway Two, Suite 100
Texas 78735
TX. Firm Registration No. 10064300


Gina Loftis-Franklin
Registered Professional Land Surveyor Austin,
Texas Registration No. 6087

5-21-14
Date



[illegible][illegible]

- [illegible]

14th Annual Meeting

4801 Southwest Parkway
Building Two, Suite 100
Aspen, CO 81602
Office: 312.447.0379
Fax: 312.374.9033
email: bfg@com.net

[illegible]

Take Form Registration No. 10064100

LAND TITLE SURVEY
IRVING J. BENTLEY AND WIFE, NANCY BUNNELL BENTLEY
SURVEY PLAT OF A 183.94 ACRE TRACT OUT OF THE
WATKINS NOBLES SURVEY, ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

EXHIBIT "A"

DESCRIPTION OF A 183.84 ACRE TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT 484, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 185.994 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM CONSTANCE SLOCOMB, AS THE INDEPENDENT EXECUTRIX OF THE ESTATE OF JOHN GUY SLOCOMB, DECEASED, TO CONSTANCE SLOCOMB, AS THE TRUSTEE OF THE JOHN GUY SLOCOMB FAMILY TRUST, AND RECORDED IN DOCUMENT NO. 2011033689, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 183.84 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with SAM cap set on the east right-of-way line of Farm to Market 3349 (FM 3349), a 100-foot width right-of-way, for a northwest corner of that certain called 186 acre tract of land, save and except 3.8806 acres, described in a deed to Irving J. Bentley and wife, Nancy Bunnell Bentley, and recorded in Volume 1974, Page 994, Official Records, Williamson County, Texas (O.R.W.C.TX.), from which a 1-inch iron pipe found disturbed bears S82°56'29"E, a distance of 4741.28 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of said 186 acre tract, and continuing S82°56'29"E, a distance of 0.74 feet;

THENCE S07°35'42"W, with the east right-of-way line of said FM 3349, a distance of 1689.66 feet to a 1/2-inch iron rod with SAM cap set for the northwest corner and **POINT OF BEGINNING** of the herein described tract, said point having grid coordinates of N:10173440.54, E:3193291.08, said point being in the north line of said 185.994 acre tract;

THENCE S82°56'27"E, with the north line of said 185.994 acre tract and the south line of said 186 acre tract, a distance of 4742.86 feet to a 1/2-inch iron rod with SAM cap set for the northeast corner of said 185.994 acre tract and the herein described tract, same being the southeast corner of said 186 acre tract, and also being on the west line of that certain called 164.685 acre tract of land described in a deed to Carl Brent Samuelson, and recorded in Document No. 2012107105, O.P.R.W.C.TX., from which a 3/4-inch iron pipe found bears S82°56'27"E, a distance of 1.34 feet;

THENCE S07°32'28"W, with an east line of said 185.994 acre tract and a west line of said 164.685 acre tract, a distance of 1139.88 feet to a 1/2-inch iron rod with SAM cap set at the base of a cross-tie fence post found as called for in deed, for the most easterly southeast corner of said 185.994 acre tract and the herein described tract, same being an interior ell corner of said 164.685 acre tract;

THENCE N83°33'29"W, with a south line of said 185.994 acre tract and said 164.685 acre tract, a distance of 231.81 feet to a 1/2-inch iron rod with SAM cap set at the base of a cross-tie fence post found as called for in deed, for an interior ell corner of said 185.994 acre tract and the herein described tract;

THENCE S07°23'02"W, with an east line of said 185.994 acre tract and a west line of said 164.685 acre tract, a distance of 574.06 feet to a 1/2-inch iron rod with SAM cap set for the most southerly southeast corner of said 185.994 acre tract and the herein described tract, same being the northeast corner of that certain called 195.435 acre tract of land described in a deed to David C. Blankenship, Sylvia Blankenship, and Carol Sweger, and recorded in Document No. 9902621, O.R.W.C.TX., from which a 1/2-inch iron rod with plastic cap stamped "Bryan Tech Services" found for the southwest corner of said 164.685 acre tract bears S07°23'02"W, a distance of 386.22 feet;

THENCE N82°56'27"W, with the south line of said 185.994 acre tract and the north line of said 195.435 acre tract, a distance of 4512.40 feet to a 1/2-inch iron rod with SAM cap set on the east right-of-way line of said FM 3349, for the southwest corner of the herein described tract, same being the northwest corner of said 195.435 acre tract, from which a Texas Department of Transportation Type I concrete monument found bears S07°28'28"W, a distance of 1004.11 feet, and S07°39'33"W, a distance of 376.62 feet;

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SAM, LLC Job No. 34369
Page 2 of 2

- 1) N07°28'28"E, a distance of 892.06 feet to a 1/2-inch iron rod with SAM cap set, and
- 2) N07°35'42"E, a distance of 824.39 feet to the **POINT OF BEGINNING**, containing 183.84 acres of land more or less.

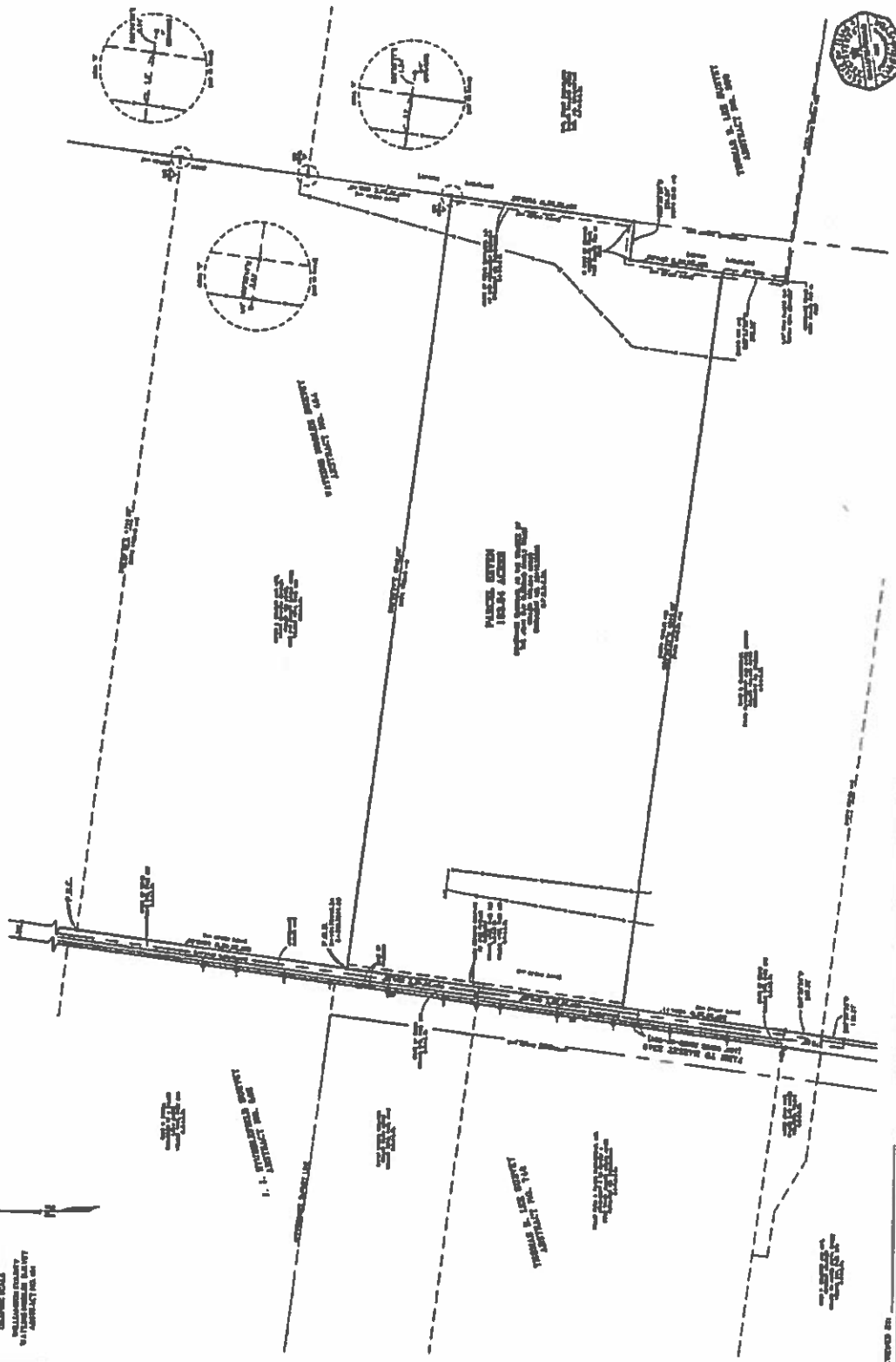
Reference is herein made to the Survey Plat accompanying this metes and bounds description of even date.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

 5-21-14
Gina Lopez-Franklin Date
Registered Professional Land Surveyor Austin,
Texas Registration No. 6087



[illegible][illegible][illegible]

LAND TITLE SURVEY
 CONSTANCE SLOCUMB, AS TRUSTEE OF THE
 JOHN GUY SLOCUMB FAMILY TRUST
 SURVEY PLAT OF A 10.4 ACRE TRACT OUT OF THE
 WATKINS NOBLES SURVEY, ABSTRACT NO. 484
 WILLAMSON COUNTY, TEXAS

4888 Redwood Parkway
Oakland, CA, 94612
Area Sales, 781.86
Fax 415.437.2275
Fax 415.437.2275
www.infocentral.net

Date		Time		Location		Remarks	
1	10/10/2019	10:00	11:00	Room 101	101	101	101
2	10/10/2019	11:00	12:00	Room 101	101	101	101
3	10/10/2019	12:00	13:00	Room 101	101	101	101
4	10/10/2019	13:00	14:00	Room 101	101	101	101
5	10/10/2019	14:00	15:00	Room 101	101	101	101
6	10/10/2019	15:00	16:00	Room 101	101	101	101
7	10/10/2019	16:00	17:00	Room 101	101	101	101
8	10/10/2019	17:00	18:00	Room 101	101	101	101
9	10/10/2019	18:00	19:00	Room 101	101	101	101
10	10/10/2019	19:00	20:00	Room 101	101	101	101
11	10/10/2019	20:00	21:00	Room 101	101	101	101
12	10/10/2019	21:00	22:00	Room 101	101	101	101
13	10/10/2019	22:00	23:00	Room 101	101	101	101
14	10/10/2019	23:00	24:00	Room 101	101	101	101
15	10/10/2019	24:00	25:00	Room 101	101	101	101
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18	10/10/2019	27:00	28:00	Room 101	101	101	101
19	10/10/2019	28:00	29:00	Room 101	101	101	101
20	10/10/2019	29:00	30:00	Room 101	101	101	101
21	10/10/2019	30:00	31:00	Room 101	101	101	101
22	10/10/2019	31:00	32:00	Room 101	101	101	101
23	10/10/2019	32:00	33:00	Room 101	101	101	101
24	10/10/2019	33:00	34:00	Room 101	101	101	101
25	10/10/2019	34:00	35:00	Room 101	101	101	101
26	10/10/2019	35:00	36:00	Room 101	101	101	101
27	10/10/2019	36:00	37:00	Room 101	101	101	101
28	10/10/2019	37:00	38:00	Room 101	101	101	101
29	10/10/2019	38:00	39:00	Room 101	101	101	101
30	10/10/2019	39:00	40:00	Room 101	101	101	101
31	10/10/2019	40:00	41:00	Room 101	101	101	101
32	10/10/2019	41:00	42:00	Room 101	101	101	101
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39	10/10/2019	48:00	49:00	Room 101	101	101	101
40	10/10/2019	49:00	50:00	Room 101	101	101	101
41	10/10/2019	50:00	51:00	Room 101	101	101	101
42	10/10/2019	51:00	52:00	Room 101	101	101	101
43	10/10/2019	52:00	53:00	Room 101	101	101	101
44	10/10/2019	53:00	54:00	Room 101	101	101	101
45	10/10/2019	54:00					

DESCRIPTION

DESCRIPTION OF A 194.559 ACRE TRACT OF LAND, BEING ALL OF THAT CALLED 195.435 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO DAVID C. BLANKENSHIP, SYLVIA BLANKENSHIP AND CAROL SWEGER, RECORDED IN DOCUMENT NUMBER 9902621, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT 0.46 ACRE TRACT OF LAND CONVEYED TO SAM V. STONE, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, RECORDED IN VOLUME 392, PAGE 421, DEED RECORDS WILLIAMSON COUNTY, TEXAS AND SAVE AND EXCEPT THAT 2.8485 ACRES, CONVEYED TO THE STATE OF TEXAS, RECORDED IN VOLUME 673, PAGE 213, DEED RECORDS WILLIAMSON COUNTY, TEXAS BEING A PART OF THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with "SAM" cap found for the most westerly southwest corner of said 194.559 acre tract, same being the northwest corner of that called 58.001 acres, described in a deed to Raymond E. Naivar and wife, Diane E. Naivar, recorded in Volume 713, Page 723, Deed Records Williamson County, Texas, being an east right-of-way line of Farm to Market (F.M.) 3349, a 100 foot wide right-of-way being the most westerly southwest corner of the tract described herein, from which a concrete right-of-way monument found in said east right-of-way line bears, S07°40'10"W, a distance of 1280.62 feet;

THENCE along said east right-of-way line, same being the west line of the tract described herein, N07°30'37"E, a distance of 1241.35 feet to a 1/2-inch iron rod with "SAM" cap found for the northwest corner of said 194.559 acre tract, same being the southwest corner of that called 185.994 acres, described in a deed to Constance Slocumb, as the Trustee of the John Guy Slocumb Family Trust, recorded in Document No. 2011033689, Official Public Records Williamson County, Texas;

THENCE leaving said east right-of-way line, along the common line of said 194.559 acre tract and said 185.994 acre tract, S82°56'27"E, a distance of 4511.87 feet to a 1/2-inch iron rod with "SAM" cap found for the southeast corner of said 185.994 acre tract, same being the west line of that called 164.685 acres, described in a deed to Eugene & Judy Kanak, Trustee of the Eugene R. & Judy A. Kanak Living Trust, recorded in Document No. 2015101314, Official Public Records Williamson County, Texas and the most northerly northeast corner of the tract described herein;

THENCE leaving the common line of said 194.559 acre tract and said 185.994 acre tract, along the common line of said called 164.685 acre tract and said 194.559 acre tract the following two (2) courses and distances:

1. S07°23'06"W, a distance of 386.21 feet to a 1/2-inch iron rod with Bryan Tech Services cap found for an angle point, and
2. S82°29'31"E, a distance of 223.00 feet to a 5/8-inch iron rod with SAM cap set for the most easterly northeast corner of the tract described herein, same being the south line of said 164.685 acre tract and the west right-of-way line of County Road 404, (no record information found);

THENCE along said west right-of-way line, along the east line of said 194.559 acre tract, S07°37'17"W, a distance of 2018.41 feet to a mag nail with "SAM" washer set for the southeast corner of said 194.559 acre tract, being within the existing limits of County Road 404;

THENCE leaving said west right-of-way line, along the south line of said 194.559 acre tract, same being the north line of that called 85.681 acres, described in a deed to Henry H. Holubec, Jr. & Nancy Rydell & Edythe J. Holubec, recorded in Volume 1051, Page 818, Official Public Records Williamson County, Texas, N83°29'49"W, passing at a distance of 19.00 feet a concrete right-of-way monument found, continuing for a total distance of 2259.27 feet to a concrete right-of-way monument found for the northwest corner of said 85.681 acre tract, same being the east line of that called 18.165 acre tract, described in a deed to Joel B. Carpenter, recorded in Document No. 2012073128, Official Public Records Williamson County, Texas and the southwest corner of the tract described herein;

THENCE leaving said south line, along the west line of said 194.559 acre tract, along the east line of said 18.165 acre tract and said 58.001 acre tract, N07°29'46"E, a distance of 1166.03 feet to a 9-inch wood fence post found for an angle point of said 194.559 acre tract;

THENCE along a south line of said 194.559 acre tract, same being the north line of said 58.001 acre tract, N82°27'26"W, a distance of 2472.45 feet to the **POINT OF BEGINNING**, and containing 194.559 acres of land.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances are Grid distances in U.S. Survey Feet. To compute Surface values, Multiply Grid distance by a Combined Scale Factor of 0.99988651.

This property description is accompanied by a separate plat of even date.

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Building Two, Ste. 100
Austin, Texas 78735
TX Firm Registration No. 10064300

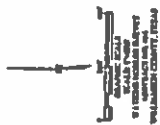
Scott C. Brashear

Scott C. Brashear
Registered Professional Land Surveyor
No. 6600 – State of Texas

6/22/18

Date



[illegible]

- [illegible]

1970-1971, 1972-1973, 1974-1975, 1976-1977, 1978-1979, 1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 2676-2677, 2678-2679, 2680-2681, 2682-2683, 2684-2685, 2686-2687, 2688-2689, 2690-2691, 2692-2693, 2694-2695, 2696-2697, 2698-2699, 2700-2701, 2702-2703, 2704-2705, 2706-2707, 2708-2709, 2710-2711, 2712-2713, 27



1. The first step is to identify the problem.
 2. The second step is to define the problem.
 3. The third step is to analyze the problem.
 4. The fourth step is to develop a solution.
 5. The fifth step is to implement the solution.
 6. The sixth step is to evaluate the solution.
 7. The seventh step is to monitor the solution.
 8. The eighth step is to maintain the solution.
 9. The ninth step is to improve the solution.
 10. The tenth step is to document the solution.



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78733
Ofc: 512.447.0075
Fax: 512.328.3018
email: info@sam.biz

Case# Firm Registration No. 1804300

PROJECT: ~~REDACTED~~

[illegible]

LAND TITLE SURVEY
DAVID C. BLANKENSHIP, SYLVIA BLANKENSHIP AND
CAROL SWEDER SURVEY PLAT OF A 194.59 ACRE TRACT
OUT OF THE WATSON'S NOBLES SURVEY.
ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

1.50
1.11

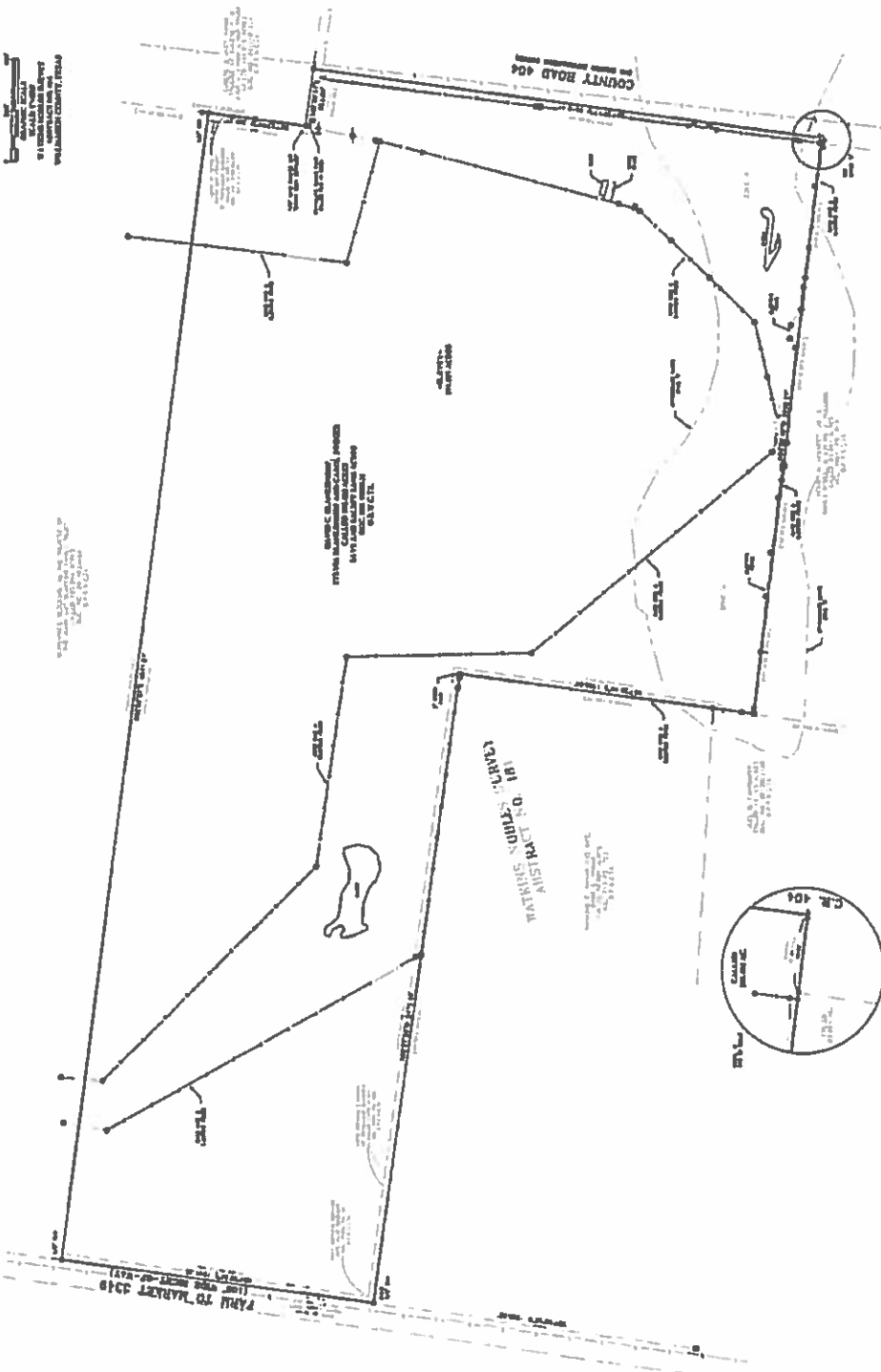


EXHIBIT B – COMMERCIAL PLANNED DEVELOPMENT

Article I – Permitted Uses

1.1 – Base Zoning District

The Base Zoning District for this CPD is General Business Zoning District (B-2). The B-2 district provides for adequate high-density commercial development within the City, while maintaining consistency and continuity within the community

1.2 - Sub-Districts

Sub-District RR-1 (Light Railroad District)

The RR-1 district permits uses defined as light industrial or heavy commercial projects that are intended to provide services by utilizing, in part or in whole, on-site private railroad/railyard facilities. The intent is to concentrate these uses within this CPD in order to best represent the community as well as protect the character, safety and general welfare of the surrounding neighborhoods.

Sub-District RR-2 (Heavy Railroad District)

The RR-2 district is intended to allow variety in development and encourage concentration of more intense land uses for projects that are intended to provide services by utilizing, in part or in whole, on-site private railroad/railyard facilities.

Sub-District RR-3 (Railroad Service District)

The RR-3 district only allows the construction of on-site industrial railroad tracks and adjacent track service areas that will be utilized to transport goods and materials into and out of the CPD District. Railroad projects shall be designed to industry-standard specifications.

1.3 – Use Tables

The land uses in Table 1.1, which are not permitted in the B-2 zoning district, that are permitted as shown in the table

TABLE 1.1			
COMMERCIAL PLANNED DEVELOPMENT RCR-TAYLOR LOGISTICS PARK			
LAND USE TABLE			
Use Category	RR-1	RR-2	*RR-3
Airport or Landing Field	P	P	X
**Cement or Hydrated Lime Plant	S	S	X
**Concrete or Asphalt Batching Plant (Permanent)	S	S	X
**Concrete or Asphalt Batching Plant (Temporary, Max. 6 Months)	S	S	X
Contractor Shop W/Outside Storage Yard	P	P	X
Equipment Rental (Heavy)	P	P	X
Furniture Manufacture and Refinishing Shop	P	P	X
Hauling or Storage Company w/Outside Storage	P	P	X
Use Category	RR-1	RR-2	*RR-3

Laboratory Equipment Manufacturing	P	P	X
Light Manufacturing and Assembly Processes	P	P	X
Light Manufacturing or Industrial use	P	P	X
Maintenance and Repair Service for Buildings	P	P	X
Parking lot, Trucks and Trailers	P	P	X
**Petroleum Storage and Collection Facilities	X	S	X
**Sand, Gravel, Stone or Petroleum Extraction or Storage	S	S	X
Storage or Wholesale Warehouse	P	P	X
Tinsmith/Sheet Metal Shop	P	P	X
Trailer and Heavy Load Vehicle Repair	P	P	X
Trailer or Truck Rental	P	P	X
Welding or Machine Shop	P	P	X

Some of the land uses permitted in the B-2, General Business District will not be permitted within this CPD as shown in Table 1.2 below:

TABLE 1.2			
COMMERCIAL PLANNED DEVELOPMENT RCR-TAYLOR LOGISTICS PARK			
LAND USE TABLE			
Use Category	RR-1	RR-2	*RR-3
Animal Pound	X	X	X
Architect's Office	P	X	X
Assisted Living Facility	X	X	X
Auto Laundry or Car Wash	P	X	X
Bakery or Confectionery Shop (Retail)	P	X	X
Bakery or Confectionery, Wholesale or Commercial	P	X	X
Ballroom Dancing	P	X	X
Bar or tavern	P	X	X
Caretaker's or Guard's Residence	P	X	X
Carnival, Circus or Tent Service (Temporary)	X	X	X
Cellular Phone/Pager Sales (Indoor)	P	X	X
Cemetery or Mausoleum	X	X	X
Child Care Center/Daycare Center	X	X	X
Community Center (Public)	P	X	X
Continuing Care Retirement Community	X	X	X
Day Camp for Children	X	X	X
Detention Centers	X	X	X
Family Home (Child Care)	X	X	X
Food Bank or Pantry	X	X	X
Fraternal Organization, Lodge, Union Hall or Civic Club	X	X	X
Funeral Home or Mortuary	P	X	X
Use Category	RR-1	RR-2	*RR-3

Golf Course	X	X	X
Group Day Care Home	X	X	X
Halfway House	X	X	X
Heavy Machinery Sales Storage	X	P	X
Home Occupation	X	X	X
Hospital Chronic Care	X	X	X
Hospital, Acute Care	X	X	X
Hospitals (residential facilities)	X	X	X
Institution for Alcoholic, Narcotic or Psychiatric Patients	X	X	X
Jails	X	X	X
Kennel (Indoor Pens)	X	X	X
Kennel (Outdoor Pens)	X	X	X
Kindergarten or Nursery School (Private)	X	X	X
Libraries	X	X	X
Liquor Store	P	X	X
Livestock Sales	X	X	X
Medical Clinic or Office	P	X	X
Minor Medical Emergency Clinic	P	X	X
Motel or Hotel (Less than 75 Rooms)	P	X	X
Motel or Hotel (Over 75 Rooms)	P	X	X
Multiple Family (up to and including four family)	X	X	X
Multiple Family Dwelling	X	X	X
Optician or Optometrist	P	X	X
Palm Reader/Card Reader	P	X	X
Pet Grooming	X	X	X
Pet Shop	X	X	X
Playfield or Stadium (Public)	P	X	X
Real Estate Office	P	X	X
Recreation Centers	P	X	X
Rehabilitation Care Facility (Halfway House)	X	X	X
Retirement Housing for the Elderly	X	X	X
School, Business	X	X	X
School, Driving/Defensive Driving	X	X	X
School, Private (Primary or Secondary)	X	X	X
School, Public or Parochial	X	X	X
Single Family Dwelling (Detached)	X	X	X
Skilled Nursing Facility	X	X	X
Stadiums	X	X	X
Studio, Health/Reducing/Fitness or Similar Service/Establishment	P	X	X
Studio, Music, Dance or Drama	P	X	X
Swimming Instructions as Home Occupation	X	X	X
Swimming Pool (Commercial)	X	X	X
Swimming Pool (Private)	X	X	X
Tennis Court (Private, No Lights)	X	X	X
Use Category	RR-1	RR-2	*RR-3

Theatre (Open Drive-in)	X	X	X
Theatre or Playhouse (Indoor)	P	X	X
Two Family Dwelling (Duplex)	X	X	X
Used Merchandise or Second Hand Thrift Store	P	X	X
Used Merchandise or Second Hand Thrift Store (Non-Profit)	P	X	X
Veterinarian (Contained)	X	X	X
Veterinarian Hospital (Inside Animal Pens Only)	X	X	X
Veterinarian Hospital (With Outside Animal Pens)	X	X	X
Veterinarian, Office Only (No Animal Pens)	X	X	X
Zoo (Private)	X	X	X
Zoo (Public)	X	X	X

*Note: Sub-District RR-3 shall be limited to railroad construction use only

P – Permitted X – Not Permitted S – Specific Use Permit (SUP) required

Note: Uses marked with () shall not be closer than 200 feet to any existing or proposed public right-of-way indicated on Exhibit “3” of this CPD. Additionally, site development specifications beyond the requirements specified in the Zoning Ordinance may be imposed on these uses and included in the Specific Use Permit which must be approved following the procedures set forth in the Zoning Ordinance.

Article II – Development Standards

2.1 – Lot standards by sub-district

TABLE 2.1 COMMERCIAL PLANNED DEVELOPMENT RCR-TAYLOR LOGISTICS PARK							
LOT STANDARDS BY SUB-DISTRICT							
Standard	Minimum Lot Area	Front Yard Setback	Rear Yard Setback	Interior Side Yard Setback	Street Side Yard Setback	Perimeter Line Setback	Maximum Building Height
RR-1	2 Acres	100'	50'	NONE	50'	75	45
RR-2	2 Acres	100'	50'	NONE	50'	75	45
RR-3	NONE	NONE	NONE	NONE	NONE	75	N/A

NOTES:

1) A MINIMUM PERIMETER SETBACK OF 75 FEET SHALL BE REQUIRED ALONG THE PERIMETER LINES, BEING THE ORIGINAL BOUNDARY LINES OF THE COMBINED PROPERTY (CALLED 755.749 ACRES), OF THIS DEVELOPMENT IF GREATER THAN THE RESPECTIVE SETBACK REQUIREMENT IN TABLE 2.1

2.2 – Performance standards

All performance standards, as found in Chapter 5 of the Zoning Ordinance, applicable to the B-2 zoning district shall apply with the following exceptions:

CPD Exceptions to 5.4.4: This CPD shall comply with all of the International Fire Code 2009 edition pertaining to Fire and Explosive Hazards setbacks including but not limited to 2206.2.2 MINIMUM SEPARATION REQUIREMENTS FOR ABOVE-GROUND TANKS. Also, the setbacks specified in this section of the Zoning Ordinance shall apply to all perimeter lines of this CPD.

An opaque screen at least six feet in height shall be installed between any property zoned or used for single-family residential.

2.3 – Off street parking

Off street parking standards shall be determined in accordance with Chapter 6 of the Zoning Ordinance with the following exceptions:

If greater than 50% of the traffic to the business is solely for the purpose of loading/unloading of freight, the minimum number of standard parking spaces shall be 1 per 400 square feet of enclosed office space within the warehouse storage building.

2.4 – Landscape and screening standards

All landscaping within this CPD shall be designed under a unified set of landscape standards.

A vegetative buffer of fifty (50) feet in width shall be required adjacent to existing and proposed rights-of-way for roadways adjacent to or within this CPD as shown on the “Landscaping Standards” exhibit included in this CPD (Exhibit 1). The first 25 feet from the front boundary of the property line (Zone 1) shall be a mixture of 50% evergreen trees and 50% canopy trees, which shall be planted every 30 linear feet, 15 feet from the outside boundary of the front property line and 15 feet from the boundary of the side property line; provided, however, no more than 50% of trees may be small trees. The area from 25 feet to 50 feet from the property line (Zone 2 – 25’ wide) shall have a planted and maintained a minimum of one shade tree every 30 linear feet, starting 30 feet from the side boundary line and 10 feet forward of the rear boundary of the vegetative buffer. The trees in Zone 2 shall be offset 15 feet from the trees in Zone 1. Groundcover shall be planted and maintained in Zone 1 and Zone 2. Additionally, shrubs may be planted as needed and/or as required to provide additional screening. Installation, maintenance, and acceptable tree species for landscaping/screening within this CPD shall follow City of Taylor Landscaping Ordinance guidelines.

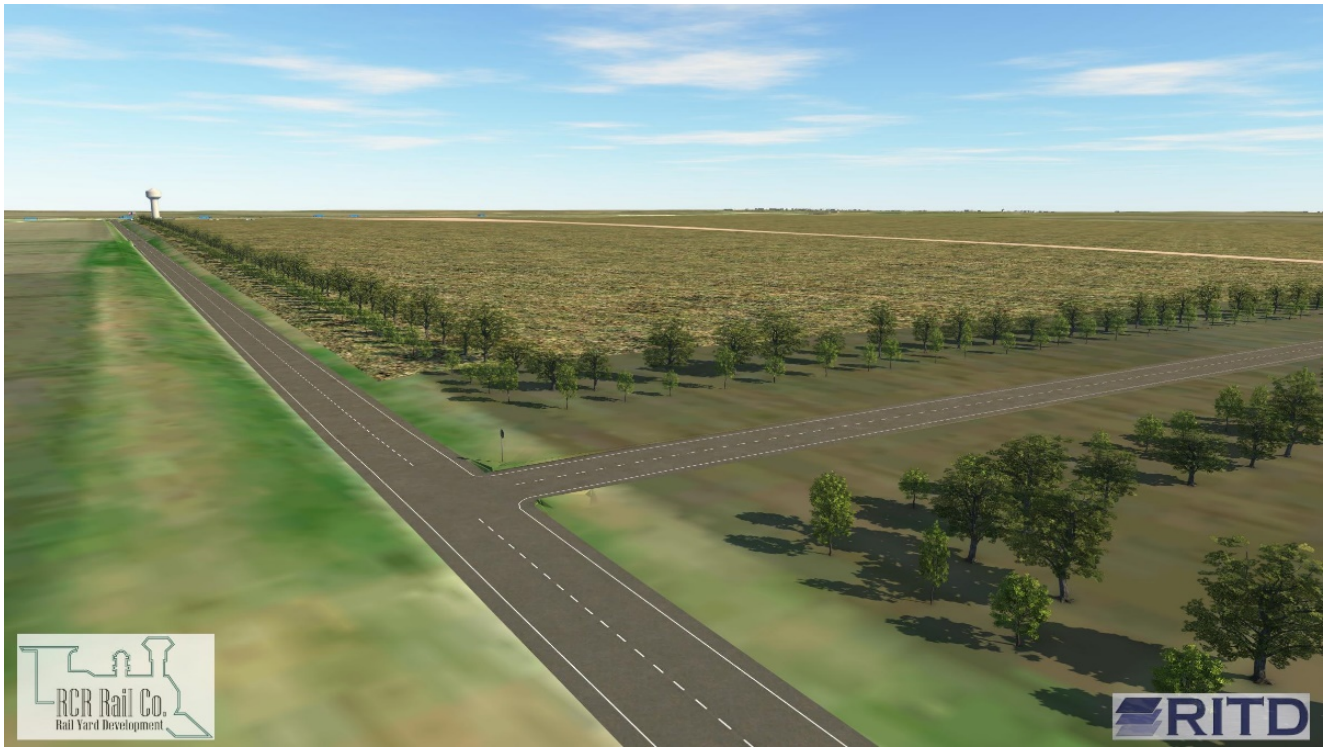
Examples of acceptable tree species include, but are not limited to, the following:

Evergreen – Live Oak, Afghan Pine, Deodar Cedar

Canopy – Crape Myrtle, Red Oak, Redbud

Shade – Cottonwood, Pin Oak, Pecan

An example of the installed vegetative buffer is shown below.



2.5 – Architectural standards

All buildings within this CPD shall be designed under a unified set of architectural standards.

For new building construction, the building material may be brick, stone, concrete tilt-wall, or a combination of any of these three. Engineered metal buildings may also be constructed, providing that exterior building walls facing a public right-of-way have installed façade of brick or stone material, and the installed façade shall cover a minimum of 30% of the rectangular wall surface.

Any material used for exterior building construction should be of a neutral color and consistent throughout the perimeter of the building, with the exception of any signage incorporated.

Examples of acceptable building construction are shown below.



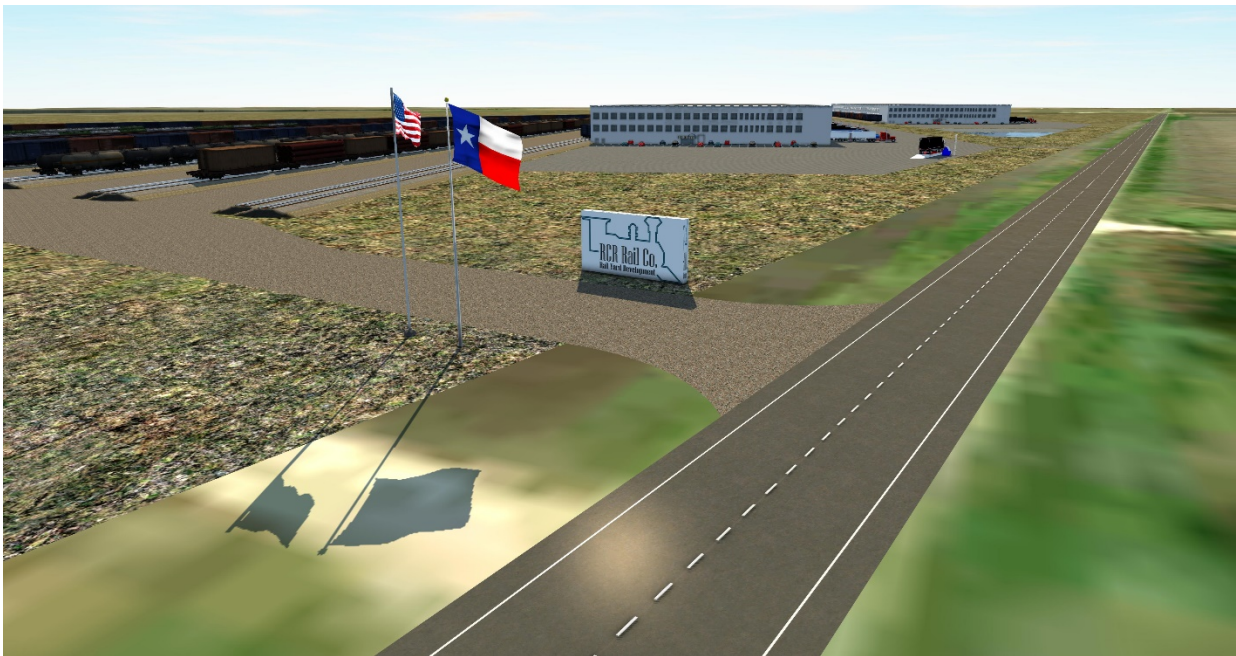
2.6 – Signage standards

All signage within this CPD shall be designed under a unified set of signage standards. Exhibit 2 in this CPD summarizes the sign standards.

- (a) Signage for developments must keep a cohesive appearance with the respective building and with the CPD standards in general

- (b) Freestanding signs, low profile signs, wall signs, and corporate flags, along with exempt signs from the City of Taylor Sign Ordinance, shall be the only signs allowed on any given premises. The City of Taylor may review requests for other types of signage if a hardship occurs from a development that is otherwise code compliant.
- (c) Only one low profile or freestanding sign shall be allowed on any premises, except that for properties that are situated at a roadway intersection where at minimum 1,000 feet of road frontage is situated along one of the roadways, one sign may be placed adjacent to each public right-of-way, provided that both signs are positioned as close to the center of the respective road frontage as practical.
- (d) Low profile signs that are built of rock, stone, or concrete may use a natural-cut form without any additional material. Low profile signs that are made of wood, glass, or other materials shall have a wooden, brick, or solid color metal trim around the full exposed border of the sign.
- (e) The bottom of wall signs shall be positioned no less than five (5) feet above ground level of a single-story building, and no less than twelve (12) feet above ground level of a multi-story building. Wall signs shall cover no more than 10% of the building wall façade area to which the wall sign is attached.

An example of a standard low profile sign is shown below.



Article III – Site Plan

The proposed Site Plan is shown on Exhibit 3 of this CPD.



Agenda Item 11

PZ-2019-1133 RCR Rezoning Request

Introduction of Ordinance

Introduction of Ordinance 2019-28

PZ-2019-1133

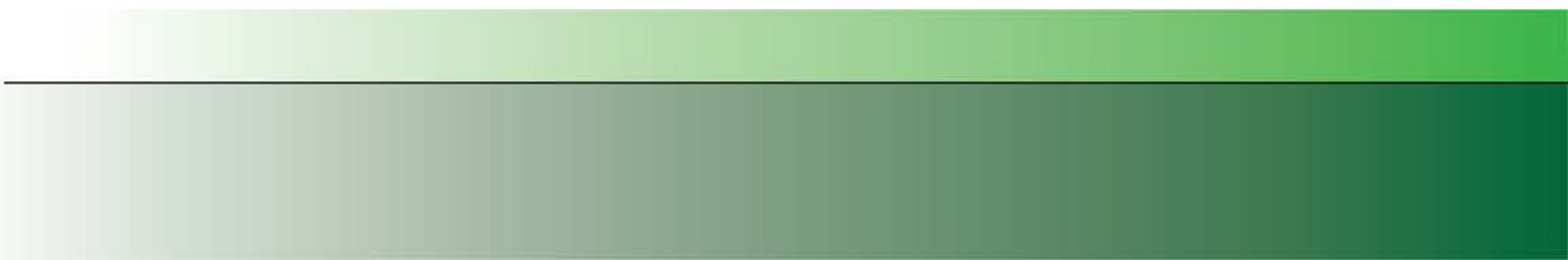
Rezoning

FROM:

Single-Family Residential Zoning District (R-1)

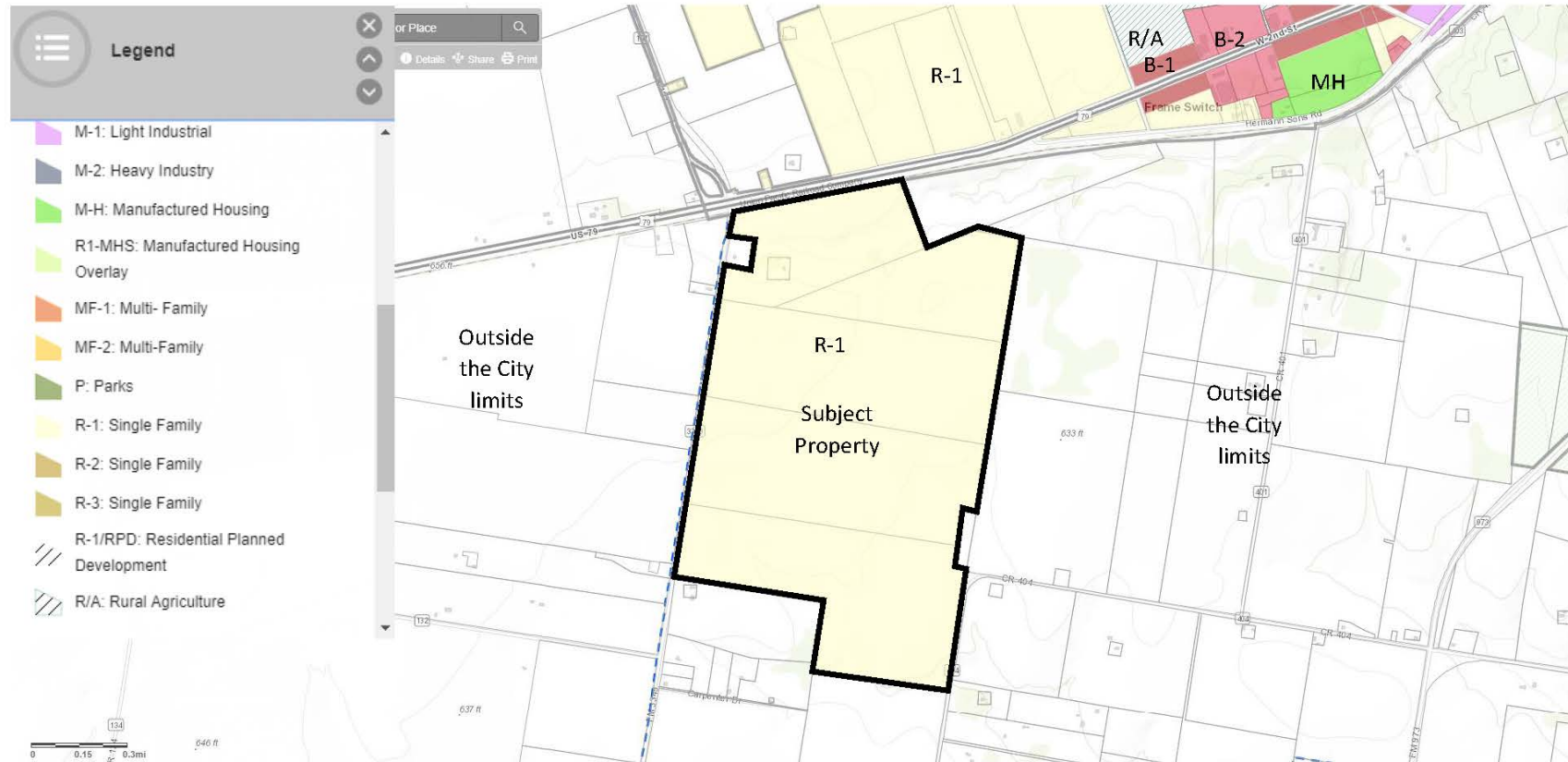
TO:

Approximately 756 acres of General Business Zoning District with a Commercial Planned Development Overlay (B-2/CPD)

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PZ-2019-1133
Rezoning from R-1 to B-2/CPD
201 FM 3349
Approximately 756.00 acres

Location Map



Future Land Use Map

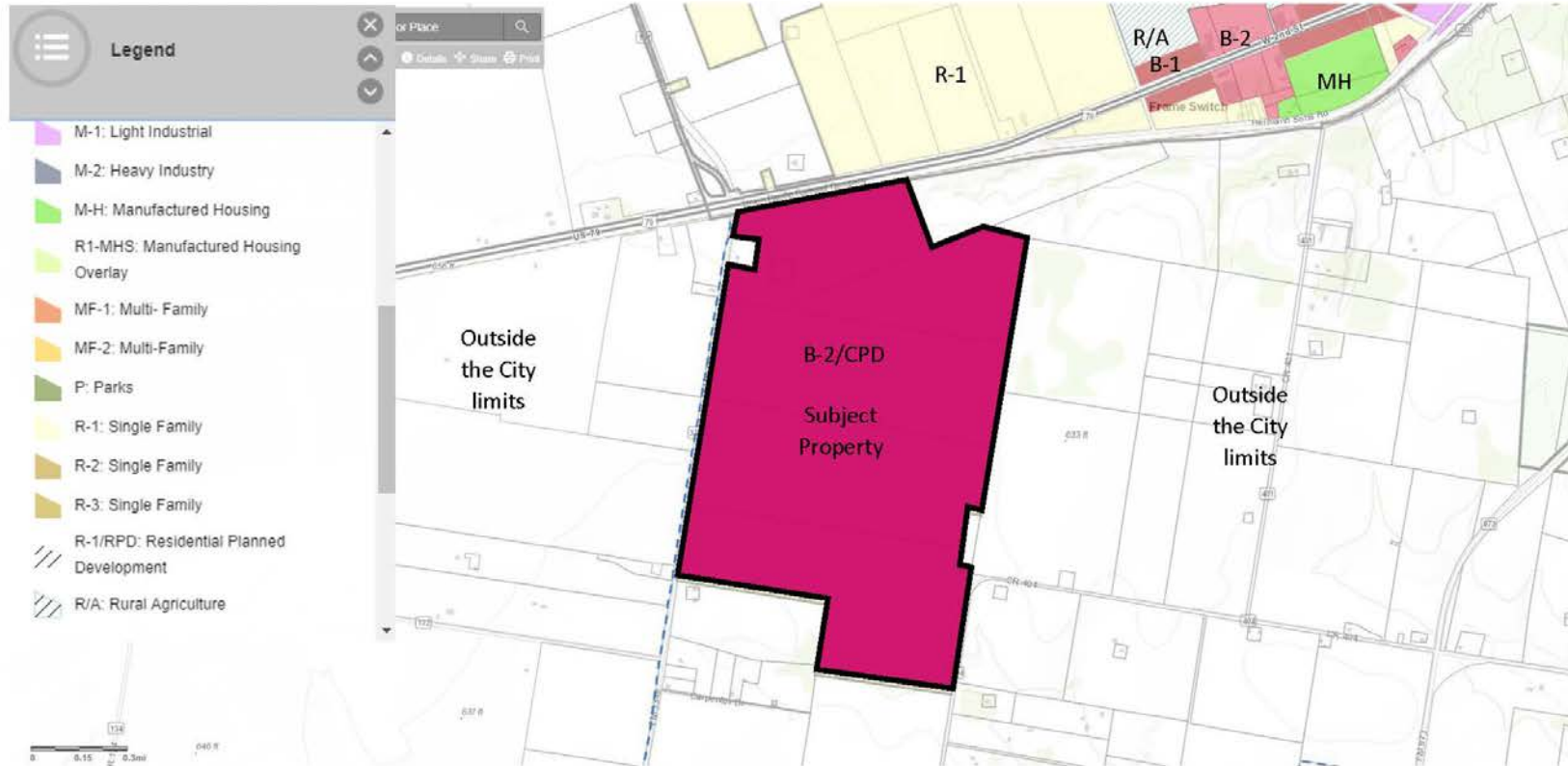
PZ-2019-1133

Commercial Gateway, Commercial and
Agricultural/Open Space



PZ-2019-1133
Rezoning from R-1 to B-2/CPD
201 FM 3349
Approximately 756.00 acres

Proposed Zoning



The Public Hearing Will be Held

September 26, 2019



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 12

Agenda Title: Receive presentation from M2E3, LLC regarding a proposed crude oil pipeline project within the Taylor city limits and ETJ

Council Action to be taken: Receive presentation

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager/Director

1. PURPOSE/DESCRIPTION

M2E3, LLC is proposing to construct a 30 inch crude oil pipeline through the western portion of the city limits and ETJ. This agenda item is intended to introduce the project to the City Council and allow the Council to ask questions of the pipeline company.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

N/A

3. STAFF ANALYSIS (How and Why)

N/A

4. RECOMMENDATION

Receive the presentation.

5. FUNDING SOURCE

N/A

6. TIMELINE

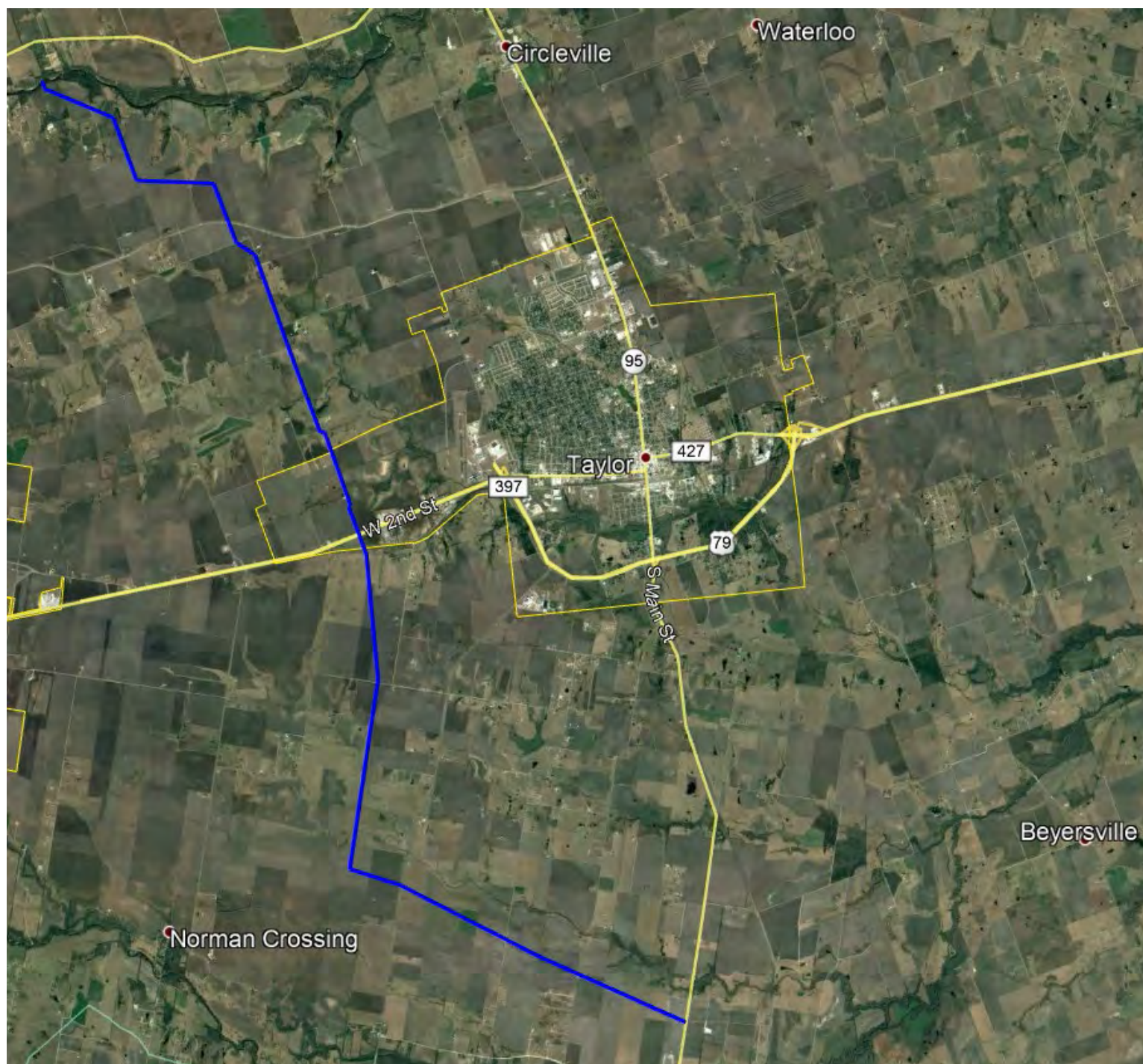
N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

12a. [Map of proposed pipeline route](#)





City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 13

Agenda Title: **Receive the Taylor Chamber of Commerce FY2018 financial review and the FY 2019/2020 Hotel Occupancy Tax budget.**

Council Action to be taken: Approve financial review (in lieu of audit per contract)

Department Submitted: City Management

Staff Contact: Tia Rae Stone, Taylor Chamber of Commerce

1. PURPOSE/DESCRIPTION

This item is to satisfy the following requirement as stated in the Publicity and Tourism Agreement between the City and the Chamber states in Section 3.2 Performance and Evaluation Standards and for approval of the FY 2019-2020 HOT Budget.

2) Outputs & Activity:

a) As a cost measure, the Chamber hereby agrees to have a financial audit performed effective fiscal year 2016 and every three (3) years thereafter while an informal audit shall be performed annually. These services are to be performed by a Certified Public Accountant in the State of Texas.

2. STAFF ANALYSIS (Why and How)

N/A

3. RECOMMENDATION

Recommend City Council approve the financial review/informal audit and the HOT budget as presented.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. ATTACHMENTS

- 13a. [2018 Financial review from Dunagan Jack LLP](#)
- 13b. [HOT Budget for FY 2019-2020](#)
- 13c. [Power Point presentation](#)

**Greater Taylor Chamber of Commerce
and Visitor Center**
Financial Statements and
Independent Accountants' Review Report
December 31, 2018

Greater Taylor Chamber of Commerce and Visitor Center

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Greater Taylor Chamber of Commerce and Visitor Center

We have reviewed the accompanying financial statements of Greater Taylor Chamber of Commerce and Visitor Center (a Texas nonprofit corporation), which comprise the statement of financial position as of December 31, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note A9 to the financial statements, Greater Taylor Chamber of Commerce and Visitor Center has adopted ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Non-for-Profit Entities*. Our conclusion is not modified with respect to this matter.

Dunagan Jack LLP

Austin, Texas
August 27, 2019

FINANCIAL STATEMENTS

Greater Taylor Chamber of Commerce and Visitor Center

STATEMENT OF FINANCIAL POSITION

December 31, 2018

ASSETS

Cash and cash equivalents	\$ 37,889
Accounts receivable	1,140
Government grants receivable	5,458
Property and equipment	<u>13,298</u>
Total assets	<u>\$ 57,785</u>

LIABILITIES AND NET ASSETS

Liabilities

Accounts payable and accrued expenses	\$ 20,824
Grants payable	15,000
Deferred revenue	<u>57,025</u>
Total liabilities	<u>92,849</u>

Net assets

Net assets without donor restrictions	(59,241)
Net assets with donor restrictions	<u>24,177</u>
Total net assets	<u>(35,064)</u>
Total liabilities and net assets	<u>\$ 57,785</u>

See accompanying notes and independent accountants' review report.

Greater Taylor Chamber of Commerce and Visitor Center

STATEMENT OF ACTIVITIES

For the year ended December 31, 2018

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
Revenues			
Chamber events	\$ 181,520	\$ -	\$ 181,520
Membership dues	70,720	-	70,720
Government grants	48,221	-	48,221
Other revenues	<u>1,834</u>	<u>-</u>	<u>1,834</u>
Total revenues	302,295	-	302,295
Net assets released from restrictions	<u>17,863</u>	<u>(17,863)</u>	<u>-</u>
Total revenues and other support	<u>320,158</u>	<u>(17,863)</u>	<u>302,295</u>
Expenses			
Program services	259,970	-	259,970
General and administrative	66,970	-	66,970
Fundraising	<u>20,259</u>	<u>-</u>	<u>20,259</u>
Total expenses	<u>347,199</u>	<u>-</u>	<u>347,199</u>
Change in net assets	(27,041)	(17,863)	(44,904)
Net assets at beginning of year	<u>(32,200)</u>	<u>42,040</u>	<u>9,840</u>
Net assets at end of year	<u>\$ (59,241)</u>	<u>\$ 24,177</u>	<u>\$ (35,064)</u>

See accompanying notes and independent accountants' review report.

Greater Taylor Chamber of Commerce and Visitor Center

STATEMENT OF FUNCTIONAL EXPENSES

For the year ended December 31, 2018

	Program Services	General and Administrative	Fundraising	Total
Personnel				
Salaries	\$ 38,927	\$ 38,927	\$ 8,651	\$ 86,505
Payroll taxes	3,092	3,092	686	6,870
Chamber events	182,345	-	8,217	190,562
Grants	20,833	-	-	20,833
Information technology	4,956	4,956	1,102	11,014
Accounting	-	6,250	-	6,250
Occupancy	2,329	2,329	518	5,176
Office expenses	1,760	1,760	391	3,911
Insurance	-	2,647	-	2,647
Depreciation	880	880	196	1,956
Advertising and promotion	1,932	-	-	1,932
Interest expense	-	1,852	-	1,852
Bank and credit card fees	-	1,296	-	1,296
Other expenses	2,916	2,981	498	6,395
Total expenses	<u>\$ 259,970</u>	<u>\$ 66,970</u>	<u>\$ 20,259</u>	<u>\$ 347,199</u>

See accompanying notes and independent accountants' review report.

Greater Taylor Chamber of Commerce and Visitor Center

STATEMENT OF CASH FLOWS

For the year ended December 31, 2018

Cash flows from operating activities:	
Change in net assets	\$ (44,904)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:	
Depreciation	1,956
Increase in accounts receivable	(465)
Decrease in government grants receivable	5,986
Increase in accounts payable and accrued expenses	7,575
Increase in grants payable	15,000
Decrease in deferred revenue	<u>(2,365)</u>
Net cash used by operating activities	<u>(17,217)</u>
Cash flows from investing activities:	<u>-</u>
Cash flows from financing activities:	<u>-</u>
Net decrease in cash and cash equivalents	(17,217)
Cash and cash equivalents at beginning of year	<u>55,106</u>
Cash and cash equivalents at end of year	<u><u>\$ 37,889</u></u>
Amounts paid during the period for:	
Income taxes	<u><u>\$ -</u></u>
Interest	<u><u>\$ 1,852</u></u>

See accompanying notes and independent accountants' review report.

NOTES TO FINANCIAL STATEMENTS

Greater Taylor Chamber of Commerce and Visitor Center

NOTES TO FINANCIAL STATEMENTS

December 31, 2018

NOTE A - ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

1. Organization and Nature of Activities

Greater Taylor Chamber of Commerce and Visitor Center (Chamber) was incorporated in the State of Texas on September 11, 1970 to promote community development and tourism in the City of Taylor, Texas and surrounding areas. The Chamber has a membership of over 330 businesses in and around Williamson County including members in the cities of Austin, Hutto, Round Rock, Georgetown, Coupland, Granger, Thorndale, and Thrall, Texas. Chamber membership is available to individuals, businesses, churches, and other nonprofit organizations and provides members networking opportunities, entrepreneurship promotion, and programs designed to raise professional awareness of their businesses and organizations.

2. Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

3. Basis of Presentation

The Chamber reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets Without Donor Restrictions - Net assets that are not subject to or are no longer subject to donor-imposed stipulations. These net assets generally result from revenues generated by receiving contributions that have no donor restrictions or providing services, less expenses incurred in providing program related services, raising contributions, and performing administrative functions.

Net Assets With Donor Restrictions - Net assets whose use is limited by donor-imposed time and/or purpose restrictions. These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the stipulated time restriction ends or the purpose of the restriction is accomplished.

4. Cash and Cash Equivalents

The Chamber considers checking accounts, savings accounts, and money market funds to be cash and cash equivalents.

Greater Taylor Chamber of Commerce and Visitor Center

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2018

NOTE A - ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

5. Property and Equipment

Acquisitions of property and equipment are capitalized at cost, if purchased, or fair market value on the date of donation, if received as a gift. Depreciation is calculated using the straight-line method over the assets' estimated useful lives, generally forty-five years for the building and five to ten years for furniture and equipment.

6. Revenue Recognition

Membership in the Chamber is voluntary. The membership period is from January 1 through December 31 each year. As of December 31, 2018, deferred revenues comprised membership dues received in advance of the membership period to which they apply.

Contributions received are recorded as increases in net assets without donor restrictions or as increases in net assets with donor restrictions, depending on the existence and/or nature of any donor restrictions. As donor or time restrictions are satisfied, net assets are reclassified to net assets without donor restrictions. The Chamber has adopted a policy to classify donor restricted contributions as without donor restrictions to the extent that the donor restrictions were met in the year the contribution was received.

7. Functional Allocations of Expenses

Expenses are categorized by function as either (1) program services, (2) general and administrative, or (3) fundraising expenses. Expenses that are specifically identifiable to a function are allocated entirely to that function. Expenses that are not specifically identifiable to a function are allocated based upon management's estimate of time and resources devoted to each function.

8. Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Greater Taylor Chamber of Commerce and Visitor Center

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2018

NOTE A - ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

9. Recently Adopted Accounting Guidance

In 2016, the Financial Accounting Standards Board issued Accounting Standards Update No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The Chamber adopted the provisions of this new standard during the year ended December 31, 2018. In addition to changes in terminology used to describe net assets throughout the financial statements, new disclosures were added regarding liquidity and the availability of resources.

NOTE B - TAX EXEMPT STATUS

The Chamber is generally exempt from federal income taxes as an organization described in Section 501(c)(6) of the Internal Revenue Code. Therefore, no provisions for income taxes have been included in these financial statements

NOTE C - GOVERNMENT GRANTS RECEIVABLE

The government grants receivable balance was considered fully collectible. Therefore, no allowance has been recorded in these financial statements. Collections of the government grants receivable balance were expected within one year.

NOTE D - PROPERTY AND EQUIPMENT

Property and equipment comprised the following at December 31, 2018:

Building & improvements	\$	40,491
Furniture & equipment		<u>33,135</u>
		73,626
Less accumulated depreciation		<u>(60,328)</u>
	\$	<u>13,298</u>

Depreciation expense totaled \$1,956 for the year ended December 31, 2018.

Greater Taylor Chamber of Commerce and Visitor Center

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2018

NOTE E - GRANTS PAYABLE

Grants authorized but unpaid at year-end are reported as liabilities. These grants were paid in January 2019; therefore, no discount to present value is reflected in these financial statements.

NOTE F - NET ASSETS WITH DONOR RESTRICTIONS

At December 31, 2018, net assets with donor restrictions comprised grant funds for tourism and promotion of the City of Taylor, Texas.

NOTE G - HOTEL/MOTEL TAX GRANT AGREEMENT

The Chamber executed a publicity and tourism agreement with the City of Taylor, Texas (City). As part of the agreement, the City contributes to the Chamber 75% of the hotel/motel taxes collected by the City up to an amount not to exceed \$50,000 in a contract year, excluding taxes derived from sporting events as determined by the City, for enhancing and promoting tourism and the hotel industry in the City and the immediate vicinity. The Chamber may spend up to \$15,000 or 30% of the hotel/motel occupancy tax for certain administrative costs directly related to the promotion of tourism. The Chamber is required to maintain the revenue provided from the local hotel/motel occupancy tax in a separate account established for that purpose and shall not commingle that revenue with any other monies of the Chamber. During the year ended December 31, 2018, the Chamber recognized government grants revenue in the amount of \$48,221 related to this agreement.

NOTE H - GRANTOR AUDITS

The Chamber receives grants from governments for specific purposes that are subject to review and audit by grantor agencies. Such audits could result in requests for reimbursement by the grantor agency for expenditures and services disallowed under terms and conditions of the appropriate agency. In the opinion of the Chamber's management, such disallowances, if any, will not be significant.

NOTE I - CONCENTRATIONS

During the year ended December 31, 2018, the Chamber recognized revenue from the City that represented 16% of total revenue. Revenue from the Stomp 'N' Holler BBQ and Music Festival represented 33% of total revenue during the year ended December 31, 2018.

Government grants receivable from the City comprised 100% of the total government grants receivable balance at December 31, 2018.

Greater Taylor Chamber of Commerce and Visitor Center

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2018

NOTE J - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

Working capital and cash flows have seasonal variations during the year attributable to the timing of Chamber events and to annual membership dues primarily received in the last quarter of the year. The Chamber has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. The following reflects the Chamber's financial assets, reduced by amounts not available for general use within one year because of donor-imposed restrictions, as of December 31, 2018:

Cash and cash equivalents	\$ 37,889
Accounts receivable, due in less than one year	1,140
Government grants receivable, due in less than one year	<u>5,458</u>
Total financial assets	44,487
Donor imposed restrictions:	
Subject to expenditure for specified purpose	<u>(24,177)</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 20,310</u>

NOTE K - SUBSEQUENT EVENTS

Subsequent events have been evaluated through August 27, 2019, the date the financial statements were available to be issued.



2019-2020 HOTEL OCCUPANCY TAX BUDGET PARAMETERS

When formulating this budget, we found limited data. We are unaware of any Hotel Occupancy Tax projections based on the opening of the Holiday Inn Express & Suites. You will remember that HIES will have 100% of its HOT levy refunded to the company for the first four or five years of opening, meaning it will have an impact on the HOT revenue into 2023.

HIES opened in July 2019. Comparing the data from July 2018 to the data from July 2019, we saw a 32% reduction. Noting that July 2019 was their first month open, we expect through sales and marketing, they will, likely, be able to increase their portion of visitors to Taylor by, at least, another 3%.

Our calculations, therefore, are based on an expected 35% reduction of HOT revenue to the City. These numbers are not solid and could be higher or lower. We will not know the true impact until we get further into the year.

Based on the consolidated calendar-year report we received from the City, HOT revenue for 2018 was \$77,750. Applying our 35% projected reduction, we expect the City to collect \$50,537.50 in revenue for this fund in FY20.

In accordance with the contract with the Greater Taylor Chamber of Commerce to serve as the Visitor Center and disperse grants for special events and marketing aimed at promoting tourism to our community, the Chamber expects to receive \$37,903, or 75% of the income.

Time studies done by our office show that more than a quarter of staff time is spent on promoting tourism and marketing the community. The contracts details that 30% of HOT revenue the Chamber receives will be used to cover administrative costs that include fulfilling visitor information requests, restocking tourism literature at hotels and restaurants where it is desired, submitting information to TxDOT's Texas Events Calendar, packaging and mailing literature to the 12 major travel centers throughout the state, delivering literature to area visitor centers, and a portion of our technology, utility and payroll costs associated with running a visitor center.

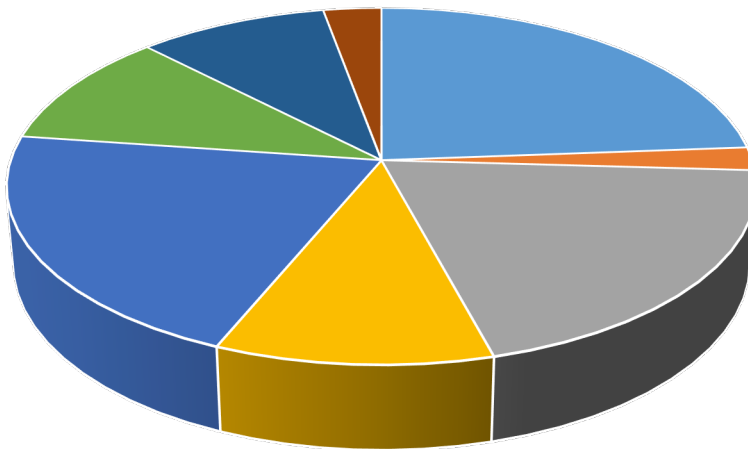
In 2018, these administrative fees accounted for 8.9% of the Chamber's overall budget. In the coming year, we expect that to fall to less than 6.8% or \$11,370. Therefore, we expect to be able to disperse up to \$26,532 on marketing programs or grants for FY20.

We will monitor the income of this account and include that, along with our expenses, at each quarterly update to Council throughout the year.



2019-2020 HOT BUDGET

Balance forward	11,650	
Expected for 2019-20	37903	
Administration	11,370	30% of revenue as provide by contract
Misc printing (dining maps, etc)	1,000	
Rodeo	9,500	
Main Street Car Show	5,000	
Local & Regional Advertising	10,000	Includes ad in Texas Monthly BBQ edition
Blackland Prairie Days	5,000	
American Legion/Independence Day	4,500	
Hotel Lodging Association Dues & Advertisi	1,375	
	47,745	
Expected 2019-20 Year-End Balance	1,808	



- Administration
- Misc printing (dining maps, etc)
- Rodeo
- Main Street Car Show
- Local & Regional Advertising
- Blackland Prairie Days
- American Legion/Independence Day
- Hotel Lodging Association Dues & Advertising



2019-2020 HOT budget

Tia Rae Stone, GTCCVC
President

Hotel Occupancy Tax Budget considerations

- \$77,750 Amount paid by local hotel and bed and breakfasts in calendar year 2018.
- 100% Amount of its HOT that will be refunded to the Holiday Inn Express & Suites for the next four years.
- - 32% City HOT collections for July 2019 vs July 2018 after refund of HIES portion. (only data available by 9/20/19)

Budget considerations continued

- \$50,537 Amount used to formulate 2019-2020 HOT Budget. It reflects a 35% loss in HOT availability from the most recent collection year.
 - \$12,634 City retains 25% of HOT levy.
 - \$37,903 Transferred to the Chamber as agreed in the HOT contract.
 - \$11,650 Addition to HOT grant funding from 2018-19 budget
- 

HOT 2019-2020 Budget

- **Up to \$11,370**

Chamber administration of
HOT contract.

- **Up to \$1000**

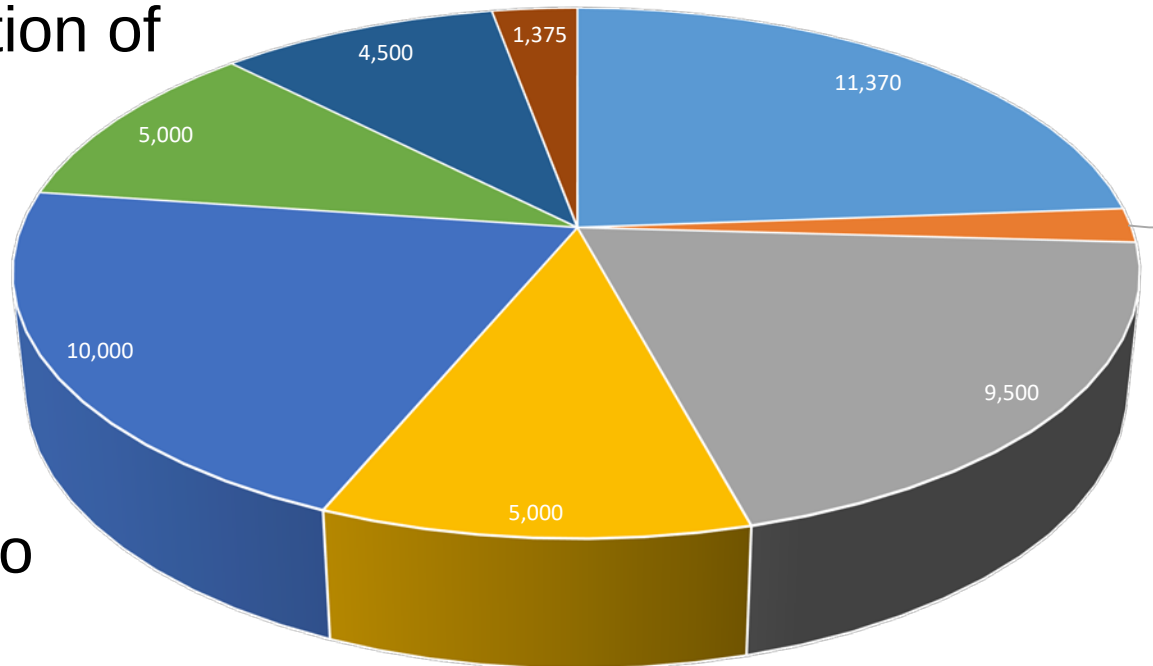
Misc. printing (dining
maps, etc)

- **Up to \$9500**

Grant to Taylor Rodeo
Association

- **Up to \$5000**

Grant to Main Street Car Show



HOT 2019-2020 Budget

- **Up to \$10,000**

Local & Regional advertising
(ad in Texas Monthly
BBQ Edition)

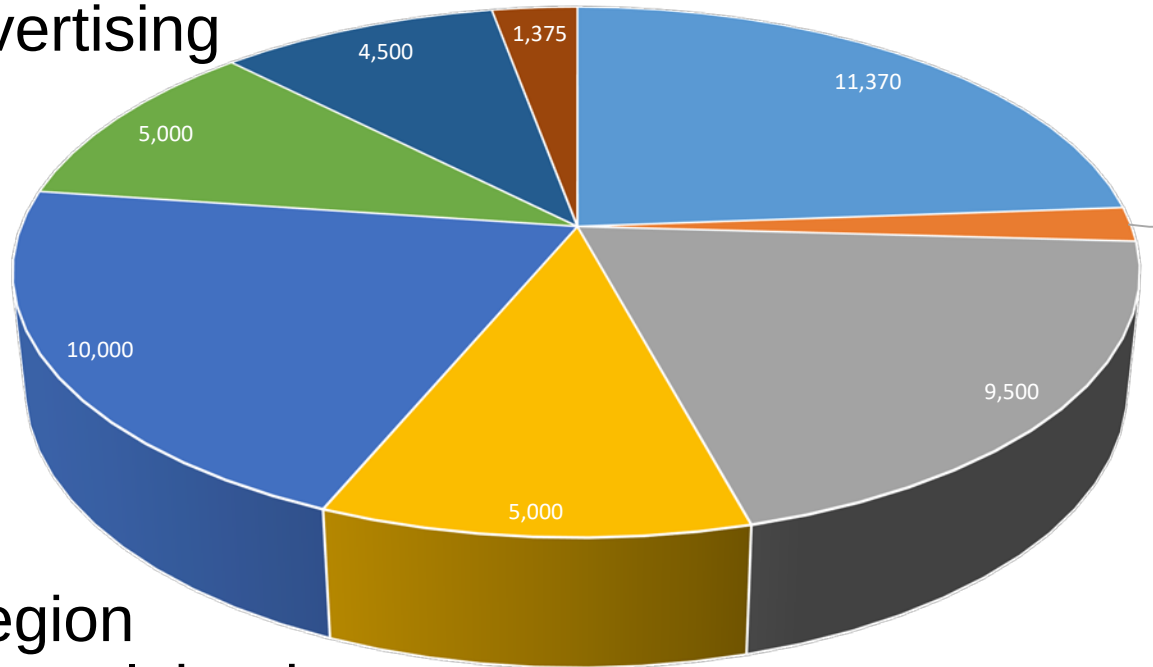
- **Up to \$5000**

Grant to Blackland
Prairie Days

- **Up to \$4500**

Grant to American Legion
for Independence Day celebration

- **\$1375** Dues and Advertising with Hotel Lodging Assn



HOT updates

- Chamber will provide quarterly updates of HOT expenditures as prescribed by the contract.
 - Chamber will include monthly HOT income and comparison to the 2018-19 FY. Amount refunded under agreement between City and hotel will be deducted to give a more accurate picture of funding under the contract. The full report is available from the City's accounting office.
- 
- A decorative horizontal bar at the bottom of the slide, featuring a green-to-dark-green gradient.



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 14
Agenda Title: **Discuss and consider renewal of the Publicity and Tourism Agreement (HOT agreement) with the Taylor Chamber of Commerce.**

Council Action to be taken: Renew HOT Agreement

Department Submitted: City Management/Chamber of Commerce

Staff Contact: Tia Stone, Taylor Chamber of Commerce President

1. PURPOSE/DESCRIPTION

The City's contract/agreement with the Chamber of Commerce for the distribution of a portion of the City's Hotel/Motel Occupancy Tax expires September 30, 2019. Funding provided to the Chamber from HOT funds is used to provide grants for local organizations offering tourism based events. There is a cap of \$50,000 on the amount of HOT funds provided to the chamber. The amount collected shall exclude the amounts derived from sporting events during the term of the contract.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

Amount allocated to the Chamber:	FY 2015-2016	\$56,250 (budgeted)
	FY 2016-2017	\$50,000 (as per Council)
	FY 2017-2018	\$50,000 (as per Council)

3. STAFF ANALYSIS (How and Why)

Staff will continue current methods as outlined in the contract to identify hotel visitors from sporting events for the time being. City staff and Chamber representatives will continue to develop and implement better methods for tracking this data.

4. RECOMMENDATION

Renew the amended Publicity and Tourism (HOT) agreement as presented.

5. FUNDING SOURCE

The current agreement stipulates that the City will pay the Chamber seventy-five percent (75%) of the Hotel/Motel taxes collected by the City, but the amount collected shall exclude the amounts derived from sporting events during the term of the contract.

City staff is in the process of finalizing a survey card that will provide additional information on why guests spent the night at one of the Taylor Hotels. On November 8th, staff will be meeting with the hoteliers to go over the new survey cards and the overall survey process. The purpose of the survey is to identify hotel revenue generated by tournaments and events at the Taylor Regional Park (TRP). Future hotel occupancy tax revenue could be utilized for upgrades to the TRP, however the City must identify hotel occupancy tax revenue that was generated by sports events at the TRP.

Once this is complete, the survey program will be implemented in mid-November. City staff will deliver the survey cards and pick them up monthly to tabulate.

6. TIMELINE

Agreement term is from October 1, 2018-September 30, 2019.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

14a. [HOT Agreement](#)

STATE OF TEXAS

§

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON—§

PUBLICITY AND TOURISM AGREEMENT

This Publicity and Tourism Agreement ("Agreement") is made by and between the City of Taylor, Texas, a Texas Home Rule Municipal Corporation, (referred to herein as the "City") and the Greater Taylor Chamber of Commerce and Visitor Center, a Texas non-profit corporation organized and existing under the laws of the State of Texas, (referred to herein as the "Chamber of Commerce"). The City and the Chamber ~~of Commerce~~ are also referred to collectively in this Agreement as the "Parties" and singularly as "Party". The Parties have entered into other Publicity and Tourism Agreements prior to the date of this Agreement. However, the Parties intend that this Agreement will supersede and replace all previously adopted and finalized Publicity and Tourism Agreements in their entirety.

RECITALS

WHEREAS, V.A.T.S. Tax Code, Chapter 351, entitled Local Hotel Occupancy Tax, provides that a hotel/motel sleeping room tax of seven percent (7%) may be collected by cities, and that the proceeds from such tax may be used for promotion of tourism, in support of the arts, historical preservations and other purposes as set out in the statute as now written and as may be amended, and the City has been and is collecting the tax; and

WHEREAS, the City, acting under the authority granted to it under state statutes and its Home-Rule Charter, has theretofore enacted a local hotel/motel occupancy tax on occupants of hotels and motels within the City and its extraterritorial jurisdiction; and

WHEREAS, the City desires to use a portion of the revenue generated from the hotel/motel occupancy tax to promote tourism and for other purposes under the statute referenced herein in the City and to publicize activities and special events occurring in and around the City; and

WHEREAS, the Chamber ~~of Commerce~~ has expressed a desire to establish ongoing programs to promote tourism and for other purposes under the statute referenced herein in and around the City, and desires to work with the City to accomplish this goal; and

WHEREAS, the City, has determined that it desires to work with the Chamber ~~of Commerce~~ toward the mutual goal of promoting tourism in and around the City; and

WHEREAS, the City has determined the Chamber ~~of Commerce~~ is an organization that is able to receive information from the public concerning promotion of tourism in the Taylor area, and that the Chamber ~~of Commerce~~ is able to summarize the input received from the public in this regard and to present that information to the City Council for its consideration; and

WHEREAS, the City desires to periodically receive from the Chamber ~~of Commerce~~ information concerning requests of local businesses and organizations so that the City may evaluate the information when budgeting for expenditures related to publicity for the City, and for promoting tourism in and around the City; and

WHEREAS, in consideration of their mutual desire to promote tourism and to attract visitors to the City, the Parties desire to contract for the management and supervision by the Chamber ~~of Commerce~~ for programs and activities funded with revenue from the hotel/motel occupancy tax.

NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS TO BE PERFORMED BY THE PARTIES AND OTHER VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED THE PARTIES AGREE TO THE FOLLOWING:

I. GENERAL

TERMS

As more specifically detailed herein, the Parties generally agree to the following basic terms:

- 1) In conformity with the Texas Tax Code, Chapter 351 and the City ordinances pertaining thereto, the City shall collect the hotel/motel occupancy tax. The City shall provide by payment to the Chamber ~~of Commerce~~ seventy-five per-cent (75%) of hotel/motel taxes collected by the City, but such amount shall not exceed and shall be limited to Fifty Thousand Dollars (\$50,000.00). All hotel/motel taxes derived from sporting events shall be excluded from payment to the Chamber and such hotel/motel taxes shall be retained by the City. The payments to the Chamber ~~of Commerce~~ shall be made monthly within fifteen (15) days of receipt of the te

2) ~~tax by the City. The City will develop a methodology for calculating the revenue amount from sporting events.~~

1)

3) ~~The Chamber of Commerce~~ shall expend the tax revenue disbursed under this Agreement for the exclusive purpose of advertising and conducting solicitations and programs to attract tourists and visitors to the City and its vicinity, as provided by the ~~statute referenced herein Texas Tax Code Chapter~~

4) ~~§351.101(a)(3).~~ All such revenues shall be expended in a manner directly enhancing and promoting tourism and the hotel industry in the City and ~~the its immediate vicinity~~ extraterritorial jurisdiction.

2)

5)

6) 3) During the term of this Agreement, the Chamber ~~of Commerce~~ may request additional hotel/motel tax revenue funds for special projects in excess of the funds allocated to it in this Agreement. The City shall retain sole discretion in granting or denying additional funds requested by the Chamber ~~of Commerce.~~

II.

SERVICES TO BE PERFORMED BY THE CHAMBER OF COMMERCE

Section 2.1 LOCAL ORGANIZATIONS'/BUSINESSES' REQUESTS FOR FUNDING:

The Parties agree that the Chamber ~~of Commerce~~ shall meet with members of the Taylor community to receive information from them, related to their requests for assistance from the City for promotion of business and/or publicity related to various local events and activities. Subsequently, on a quarterly basis, the Chamber ~~of Commerce~~ will coordinate with the City Manager to attend a regularly scheduled City Council meeting to present a written update on the Hotel Occupancy Tax information the Chamber ~~of Commerce~~ has gathered from the Taylor community and with year-to-date budget, income and expenditure information. The Parties agree that if and when entities, businesses or individuals in the Taylor community request an audience for presentation of information to the City concerning promotion of tourism or special events or activities, the City may refer these entities, businesses, and individuals to the Chamber ~~of Commerce~~ and the Chamber ~~of Commerce~~ shall schedule presentation to the requesting entity. The Chamber agrees to maintain an active partnership with the City of Taylor for marketing purposes. ~~The Chamber agrees to hold active membership in the Taylor Marketing Partnership (TMP) and participate in marketing efforts to promote the Taylor community in conjunction with the TMP.~~

Section 2.2 PROMOTION OF TOURISM:

The Chamber ~~of Commerce~~ shall perform services related to advertising and promoting tourism for the visitor market, from which the City derives ~~direct~~ tourist income benefit.

The Chamber ~~of Commerce~~ agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and meetings/conventions to the City and the local area by: publishing and distributing brochures and community information packets through traditional means as well as incorporating electronic media and emerging technologies; advertising in various tourists publications and general media publications as appropriate; representing the City at travel shows and other such events; participating with state and regional agencies in tourist development programs of benefit to the local area and to the City; and, using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City.

The Chamber ~~of Commerce~~ further agrees that it will: seek to achieve economic benefits for the City through all such activities; provide tourist-related information about the City, upon request; and serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

Section 2.3 STAFFING:

The Chamber ~~of Commerce~~ shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. The Chamber ~~of Commerce~~ shall further provide office space, equipment, supplies and other materials necessary to accomplish the purposes of this Agreement.

It is expressly understood and agreed by and between the Parties that the Chamber ~~of Commerce~~ is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.

III.

BUDGET AND PERFORMANCE REVIEW

Section 3.1 BUDGET PROCESS:

During the fourth quarter of this Agreement term, the Chamber ~~of Commerce~~ shall provide to the City a proposed budget for the

upcoming year outlining the amount of hotel/motel occupancy tax revenue it expects to receive and how it will be expended. The proposed budget will then be considered and either rejected or approved by the City Council, in writing, in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the Parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber ~~of Commerce~~ with respect to expenditures of revenue provided.

The Chamber ~~of Commerce~~ shall maintain complete and accurate financial records of each expenditure of local hotel/motel occupancy tax revenue it has received and, upon request of the City Council or other person acting on behalf of the City Council, shall make the records available for inspection and review. The Chamber ~~of Commerce~~ shall maintain the revenue provided from the local hotel/motel occupancy tax in a separate account established for that purpose and shall not commingle that revenue with any other monies of the Chamber ~~of Commerce~~.

It is understood and agreed by and between the Parties that hotel/motel occupancy tax funds may be spent by the Chamber ~~of Commerce~~ for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, directly related to the promotion of tourism. The portion of the total administrative costs for which hotel/motel occupancy tax revenues are expended may not exceed the actual administrative costs for the activities, nor may the administrative expense exceed thirty percent (30%) of the Fifty Thousand Dollar (\$50,000.00) per annum revenue cap of hotel/motel occupancy tax paid by the City to the Chamber ~~of Commerce~~. ~~Payments received beyond this cap shall not be eligible for any additional administrative cost offset. The limit of Chamber administrative cost expenditures utilizing hotel/motel occupancy tax revenues may not exceed sixteen thousand, five hundred dollars (\$15,000.00) per annum.~~ The administrative cost, once approved in the budget as provided herein, may be transferred into a separate Chamber ~~of Commerce~~ account.

Section 3.2 PERFORMANCE EVALUATION/STANDARDS:

1) ~~Methodology:~~

- ~~a) In order to segregate hotel funds generated from Taylor Regional Park ("TRP") sporting events, an evaluation of lodging activity will be performed.~~

~~Each six (6) month period shall be defined as October to March and April to September. Specific events shall include~~

~~the Triple Crown National Softball Tournament held annually in July, the annual Lone Star Soccer season September through February, and other Regional or National events as requested by the City no less than one (1) month in advance.~~

~~b) Data collected will be used for annual trend analysis in future budget projections and Chamber of Commerce appropriations. Fiscal year 2017 (October 1st through September 30th shall be the baseline year.~~

~~c) Data will be evaluated annually to analyze and compare prior year versus current year performance.~~

2)1) Outputs & Activity:

a) ~~As a cost measure,~~ The Chamber hereby agrees to have a financial audit performed effective fiscal year 2016 and every three (3) years thereafter while an informal audit or financial review shall be performed annually. These services are to be performed by a Certified Public Accountant in the State of Texas.

~~b) The Chamber of Commerce will prepare a short survey, approved by the City, to be used by hotels and motels to question guests if the use of the hotel or motel was related to a TRP event. The purpose of the survey will be to determine the use of lodging specific to TRP events, hereby provided as Exhibit A.~~

~~c) The Chamber of Commerce will use Taylor Marketing Partnership ("TMP") criteria to determine the effectiveness of the products distributed by the Chamber of Commerce.~~

~~d)b) The Chamber of Commerce will use the TMP for its marketing and advertising to~~ shall ensure cohesion with products and materials using the Taylor logo.

~~e)c) The City shall be provided quarterly reports with itemized counts of products and materials distributed by the Chamber to determine proper distribution. Such products and materials shall include examples of pamphlets and brochures, circulation information and any data pertinent to purchased advertising.~~

3)2) Additional Requirements for City Consideration:

a) The City may conduct an economic analysis for a comprehensive understanding of direct and indirect revenues introduced into the local economy from sporting activities (i.e. hotel tax, sales tax, tourism, retail, etc.)

- b) The information obtained may be shared with third parties in the development community, with the public and with community leaders.

Section 3.3 REPORTING:

The Chamber ~~of Commerce~~ shall prepare written reports for submission to the City Council on a quarterly basis, during the months of January, April, July and October. The quarterly reports shall include, but are not limited to, the following information:

- 1) a description of the activities undertaken by the Chamber ~~of Commerce~~ to benefit the City during the preceding quarter ~~which shall include a Post Event Report Form for each activity receiving Hotel Motel Funds in the form attached hereto as Exhibit "B" and incorporated by reference herein;~~
- 2) an updated financial statement that indicates how the Chamber ~~of Commerce~~ has expended hotel/motel occupancy tax funds provided by the City on the development of tourism and promotion of local events and on activities, businesses, and organizations, pursuant to the Chamber ~~of Commerce~~'s annual tourism budget as previously approved by the City Council; and,
- 3) ~~Other other~~ information the City Council may request after reviewing the reports presented to ensure City Councils' understanding of the activities undertaken by the Chamber ~~of Commerce~~ in performance of the terms of the Agreement.
- 4) ~~The the~~ aforementioned terms and criteria in Section 3.2 Performance and Evaluation, Outputs and Activity, and Additional Requirements for City consideration shall be monitored by the City Manager or his designee.

All reports and records related to hotel/motel occupancy tax funds shall be maintained and available to the City for a period of five (5) years after receipt of approval from the City.

IV.

TERM AND TERMINATION

This Agreement shall begin the 1st day of October ~~2018~~2019, and shall terminate at midnight on the 30th day of September ~~2019~~2020. In the event either Party fails to abide by any of the terms of this Agreement the non-defaulting party shall furnish a thirty (30) day prior written notice of the default and opportunity to cure to the defaulting Party. The defaulting Party shall have thirty (30) days from the date of the notice to cure the default and if the default ~~t t~~

is cured within the thirty (30) day cure period this Agreement shall remain in full force and effect. Failure of the defaulting Party to cure the default within the thirty (30) day cure period shall result in termination of this Agreement ninety (90) days from the date of the default notice was given by the non-defaulting Party to the defaulting Party or September 30, whichever occurs first.

V. NOTI

CES

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed to:

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

Greater Taylor Chamber of Commerce and Visitor Center
Attn: President
1519 North Main Street
Taylor, Texas 76574

With a copy to:

Greater Taylor Chamber of Commerce and Visitor Center
Attn: Chairman-Board of Directors
1519 North Main Street
Taylor, Texas 76574

VI. ASSIGN

MENT

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber ~~of Commerce from~~
#

participating with regional or state tourism programs or contracting for joint promotion with other agencies.

VII.

VENUE AND JURISDICTION

This Agreement shall be subject to the laws and statutes of the State of Texas, and venue, jurisdiction and performance shall be in Williamson County, Texas.

VIII. INDE

MNITY

The Chamber ~~of Commerce~~ agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability for negligence and willful misconduct of the Chamber ~~of Commerce~~, including without limitation, all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or from damage to any property, arising from or in connection with the operations of the Chamber ~~of Commerce~~, its officers, agents, and employees carried out in furtherance of this Agreement. The Chamber ~~of Commerce~~ shall carry or cause to be carried public liability insurance in the amount(s) of: THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for each person; THREE HUNDRED THOUSAND AND NO/100

DOLLARS (\$300,000.00) for each occurrence; and ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) property damage liability insurance for each occurrence. The insurance policies for the coverage shall name the City as an additional insured and the policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by this Agreement are begun by the Chamber ~~of Commerce~~.

IX. INDEPEND

ENT CONTRACTOR

It is understood and agreed that the Chamber ~~of Commerce~~ shall not in any manner be considered a partner or joint venturer with the City, nor shall the Chamber ~~of Commerce~~ be considered or hold itself out as an agent or official representative of the City. The Chamber ~~of Commerce~~ shall be considered an independent ct

contractor for the purposes of the Agreement and shall in no manner incur any expenses or liability on behalf of the City.

Dated this the _____ day of _____, 2018.

CITY OF TAYLOR, TEXAS

BY: Brandt Rydell
ITS: Mayor

Attest:

Dianna Barker, City Clerk

GREATER TAYLOR CHAMBER OF COMMERCE AND VISITOR CENTER

BY: ~~Sam Dowdy~~ Diana Phillips
ITS: Board Chairman

BY: Tia Rae Stone
ITS: President



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 15

Agenda Title: **Receive and Consider budget for Taylor Economic Development Corporation (TEDC) for FY 2019/2020**

Council Action to be taken: Receive and consider for approval

Department Submitted: City Manager

Staff Contact: Brian LaBorde, City Manager
Mark Thomas, TEDC

1. PURPOSE/DESCRIPTION

This item is to satisfy the following requirement as stated in the TEDC Bylaws, approved as amended in February 2008.

ARTICLE I. Section 1.3. ANNUAL CORPORATE BUDGET

At least 30 days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until same has been approved by the City Council.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

Each year TEDC presents their new upcoming budget for Council approval.

3. STAFF ANALYSIS (How and Why)

Mark Thomas will present the TEDC budget.

4. RECOMMENDATION

Staff recommends City Council approve the TEDC budget as presented.

5. FUNDING SOURCE

Staff is anticipating the amount of money to be collected and diverted to the TEDC will be \$1,131,554.00.

6. TIMELINE

Adoption of the budget needs to be made prior to the beginning of the new fiscal year.

7. OTHER OPTIONS (In order of preference)
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Do not approve TEDC budget as presented.

8. ATTACHMENTS

15a. [FY2019/2020 TEDC Budget](#)

TEDC
FY 2019-2020 Budget

Budget Line Item	2018-2019 Budget Amount	2019-2020 Budget Amount	Dollar +/-	% Change +/-	% of Total Budget
Personnel Costs					
Personnel - FTE Salaries	179,150.00	200,000.00	20,850.00	11.64%	
Personnel - Contract Wages	20,000.00	20,000.00	0.00	0.00%	
Personnel - FICA & Medicare	15,594.00	15,500.00	(94.00)	-0.60%	
Personnel - Health Insurance	36,800.00	40,500.00	3,700.00	10.05%	
Personnel - Retirement	26,414.00	29,000.00	2,586.00	9.79%	
Personnel - Training & Development	5,000.00	5,000.00	0.00	0.00%	
PERSONNEL SUB-TOTAL	282,958.00	310,000.00	27,042.00	9.56%	27.40%
Administrative Costs					
Rent	28,750.00	28,750.00	0.00	0.00%	
Miscellaneous Expenses	2,500.00	2,500.00	0.00	0.00%	
Office Equipment/Furniture	3,000.00	3,000.00	0.00	0.00%	
Office Maintenance	3,000.00	3,000.00	0.00	0.00%	
Office Supplies	5,000.00	5,000.00	0.00	0.00%	
Phone/Internet	4,000.00	4,250.00	250.00	6.25%	
Postage	3,000.00	3,000.00	0.00	0.00%	
Local Meetings Expense	5,000.00	5,000.00	0.00	0.00%	
Dues/Memberships/Subscriptions	18,500.00	18,500.00	0.00	0.00%	
Public Relations/Sponsorships	4,000.00	4,000.00	0.00	0.00%	
Insurance - D&O, Assets, Supplemental Auto	6,500.00	6,500.00	0.00	0.00%	
ADMIN SUB-TOTAL	83,250.00	83,500.00	250.00	0.30%	7.38%
Marketing					
Marketing - Local	2,500.00	2,500.00	0.00	0.00%	
Marketing - Regional/National	75,000.00	75,000.00	0.00	0.00%	
Marketing - Materials	20,000.00	20,000.00	0.00	0.00%	
Marketing - Partnerships	15,000.00	15,000.00	0.00	0.00%	
Advertising Campaigns	20,000.00	20,000.00	0.00	0.00%	
MARKETING/PR SUB-TOTAL	132,500.00	132,500.00	0.00	0.00%	11.71%

TEDC
FY 2019-2020 Budget

TEDC REAL ESTATE

Industrial Park Maintenance	5,000.00	15,000.00	10,000.00	200.00%
Spec Space Loan Payment	254,664.00	0.00	(254,664.00)	-100.00%

TEDC REAL ESTATE SUB-TOTAL	259,664.00	15,000.00	(244,664.00)	-94.22%	1.33%
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Business Retention and Expansion

Local Industry	7,000.00	10,000.00	3,000.00	42.86%
Infrastructure Grant for qualified Commercial projects	50,000.00	50,000.00	0.00	0.00%
Community Outreach/Events	10,000.00	10,000.00	0.00	0.00%

BR&E SUB-TOTAL	67,000.00	70,000.00	3,000.00	4.48%	6.19%
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WORKFORCE SUB-TOTAL	20,000.00	20,000.00	0.00	0.00%	1.77%
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Professional Services and Fees

Professional Fees - Audit	10,000.00	10,000.00	0.00	0.00%
Professional Fees - Consultants	25,000.00	25,000.00	0.00	0.00%
Professional Fees - Legal	15,000.00	15,000.00	0.00	0.00%
Website Maintenance	2,500.00	3,000.00	500.00	20.00%
IT/Support	6,000.00	9,500.00	3,500.00	58.33%

PROFESSIONAL SERVICES/FEES SUB-TOTAL	58,500.00	62,500.00	4,000.00	6.84%	5.52%
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Travel

Travel - Air	5,000.00	5,000.00	0.00	0.00%
Travel - Auto (Allowance/Reimbursements)	15,000.00	15,000.00	0.00	0.00%
Travel - Conference/Tradeshaw Registration	3,000.00	3,000.00	0.00	0.00%
Travel - Hotel	6,000.00	6,000.00	0.00	0.00%
Travel - Meals	5,000.00	5,000.00	0.00	0.00%
Travel - Misc. (Parking, Taxi, Car rental, etc.)	2,000.00	2,000.00	0.00	0.00%

TRAVEL SUB-TOTAL	36,000.00	36,000.00	0.00	0.00%	3.18%
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Sub-Total Expenditures	939,872.00	729,500.00	(210,372.00)	-22.38%	
Project Funds - Growth	136,128.00	402,054.00	265,926.00	195.35%	35.53%

TEDC
FY 2019-2020 Budget

Projected Sales Tax Revenue	1,076,000.00	1,131,554.00	55,554.00	5.16%	
Project Fund Balance	1,140,456.05			0.00%	0.00%
TOTAL BUDGET	2,216,456.05	1,131,554.00	55,554.00	2.51%	100.00%

	A	B
1	Budget Line Item	Description
2	Admin Personnel - FICA & Medicare	Self Explanatory. Budgeted at .08% of Salaries
3	Admin Personnel - FTE Salaries	Self Explanatory. 3-FTEs
4	Admin Personnel - Health Insurance	Self Explanatory.
5	Admin Personnel - Contract Wages	Self Explanatory
6	Admin Personnel - Retirement	Self Explanatory. Budgeted at 10% of FTE Base Salary.
7	Community Outreach/First Friday Breakfasts	Self Explanatory - \$7,800 First Friday; \$1,200 BRE Outreach
		Includes \$10,000 Opportunity Austin; \$5,000 TexasOne; \$1,500 CTCAR; \$1,200 E-Synchronist; \$1,200 Constant Contact; \$1,000 TEDC; \$1,000 IEDC; \$700 Taylor Chamber of Commerce; \$625 Local Civic Clubs; \$475 Austin Chamber of Commerce
8	Dues/Memberships	
9	Industrial Spec Space Development	Annual Mortgage Cost for Construction of Spec Space in MSIP.
10	Industrial Park Maintenance	Upkeep of Park e.g. mowing, trimming, trash pick-up.
		\$5,000 Annual Awards Ceremony; \$1,500 ED Summit Follow-Up; \$500
11	Industry Appreciation/Promotional Gifts	Periodic "Appreciation" gestures to local industries.
		Self Explanatory - Errors and Omissions Policy, Supplemental Auto, Renters/Personal Property Insurance, General Directors and Officers
12	Insurance - D&O, Assets, Supplemental Auto	Insurance; General Liability Insurance Coverage.
13	Lights/Utilities	Self Explanatory - Based on Past Usage
14	Local Meetings Expense	Self Explanatory
15	Marketing - Local	Self Explanatory - TDP Ads, BRE Marketing etc.
		Self Explanatory - Trade Magazines, Targeted Industry Magazines, Austin
16	Marketing - National	Relocation and Visitor Guides, etc.
		TEDC Marketing Material will need updated to match Re-Branding Efforts with City, ISD and Chamber. BRE Material Production will fall into this
17	Marketing - Materials	category as well.
18	Marketing - TMT	Continued Annual Support for the Taylor Marketing Partnership
		Cover unforeseen items/events that come up throughout the year with no
19	Miscellaneous Expenses	specific line item
20	Office Equipment/Furniture	Self Explanatory
21	Office Maintenance	Self Explanatory - Based on Past Usage
22	Office Supplies	Self Explanatory - Based on Past Usage
23	Phone/Internet	Self Explanatory - Based on Past Usage

	A	B
24	Postage	Self Explanatory - Based on Past Usage.
25	Professional Fees - Audit	Self Explanatory
26	Professional Fees - Consultants	\$7,500 for Contracting with Site Location Partnerships, a Dallas Based Site Location and Tradeshow Firm. \$2,500 for additional services that may arise throughout the year.
27	Professional Fees - Legal	Self Explanatory - Budgeted at an average of \$1,000/month based on past usage.
28	Public Relations/Sponsorships	Local Outreach and Sponsorship of events such as Zest Fest, 4th of July,
29	Rent	Self Explanatory
30	Travel - Air	Based on 10 to 15 Trips per year at ~\$650/flight
31	Travel - Auto (Auto Allowance/Reimbursements)	Self Explanatory
32	Travel - Conference/Tradeshow Registration	Budgeted at 10 to 15 Conferences/Tradeshows/Training Seminars among 3 employees at an average of \$800/registration. These are Tradeshows/Conferences with the State of Texas, ONCOR, SLP, TexasOne, The Austin Chamber, IEDC, Texas EDC as well as the Taylor EDC specific Shows/Conferences and Staff Training Seminars
33	Travel - Hotel	Budgeted at 60 hotel nights at an average of \$200/night
34	Travel - Meals	Budgeted at 60 travel days at \$85/day for three meals a day
35	Travel - Misc. (Parking, Taxi, Car Rental, etc.)	Self Explanatory
36	Website Maintenance	Annual Licensing and Website Hosting by EDSuite
37	Workforce/Entrepreneurial Development	Taylor Business Expo and Job Fair (\$4,000) as well as scholarships to offset costs associated with some Entrepreneurial Development Programs; MS Office (\$3,000), Quickbooks (\$2,000) and Adobe (\$1,000) Classes.
38		
39	Sub-Total Expenditures	\$842,835 Total Anticipated 2015-2016 Expenditures
40		
41	Project Funds - Growth	\$107,165 Funds "Unallocated" to be added to Project Fund Balance
42		
43	Projected Sales Tax Revenue	950,000
44		
45	Project Funds Balance - Sub-Total	\$1,873,286 Current Project Fund Balance
46		
47	TOTAL BUDGET	\$2,823,286 TOTAL ANTICIPATED FY 2015-2016 BUDGET



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 16
Agenda Title: Consider a bid award for the 50/50 Memorial Sign at the Skate Park

Council Action to be taken: Consider bid award

Department Submitted: Public Works

Staff Contact: Jim Gray, Public Works Director

1. PURPOSE/DESCRIPTION

Consider awarding a bid for the 50/50 Memorial Sign at the Skate Park.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The City went out for bid to fabricate and install the 50/50 Memorial Sign for the Skate Park. Brent Humphries designed the sign. The Council did not approve the sign costs in the meeting on 4/25/19.

3. STAFF ANALYSIS (How and Why)

Bids have been received and the Council needs to decide if they wish to accept the low bid. Pfluger Builders bid \$11,478.00, Westar Bid \$12,613.60.

4. RECOMMENDATION

Staff recommends approval of the low bid from Pfluger Builders \$11,478.00.

5. FUNDING SOURCE

Downtown Street Bond

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

Council may choose to award or not award the bid.

8. ATTACHMENTS

- 16a. [Pfluger Builders sign proposal](#)
- 16b. [Skate Park sign allowance](#)
- 16c. [Power Point presentation](#)

PROPOSAL



50/50 Memorial Signage
City of Taylor
Taylor, TX

DATE: 9/6/2019

Div 3	Concrete Foundation	1	ls	1,500.00	\$ 1,500
Div 10	Signage Purchase	1	ls	6,250.00	\$ 6,250
Div 26	Lighting Purchase	1	ls	2,614.00	\$ 2,614
Div 26	Lighting Install	1	ls	750.00	\$ 1,000
Div 32	Landscape Repair - Excluded	0	ls	-	\$ -
SUBTOTAL					\$ 11,364
1.00%	INSURANCE				\$ 114
SUBTOTAL					\$ 11,478
0.00%	FEE				\$ -
TOTAL					\$ 11,478

City of Taylor- 2018 Skate Park Project- Signage Allowance

April 2, 2019

	Signage Allowance=	\$8,000.00
1.) Pierce Park Lettering- Pin Mounted Letters- (10) Ea. Letters pin mounted- Macfab=		\$3,567.50
2.) Pierce Memorial- 3/16" corten sign 10x30 with 1" frame- Macfab=		\$4,800.75
3.) 911 Address Sign- pin mounted signage 3/16" Corten w/ Install- Macfab=		\$483.00
4.) City Dedication Plaque- 3/16" corten Skateboard deck-shaped signage with install- Macfab=		\$1,265.00
5.) 50/50 Marquee Illuminated Sign ART WALL- Ignition Arts 1/4" Aluminum=		\$6,958.25
6.) 50/50 Main Memorial- framed tri-layer 1/8" corten 36x60- Macfab=		\$12,613.60
TOTAL PROPOSED SIGNAGE ALLOWANCE=		\$29,688.10

1.) Pierce Park Lettering- Pin Mounted Letters- (10) Ea. Letters pin mounted- Macfab

Item	Name	QTY	Unit	Unit \$	TOTAL \$
1	Mac Fab quote, including install. Painting of letters by Macfab. Paint to be provided by Shareco	1	LS	\$1,200.00	\$1,200.00
2	Lighting Material- Shareco- RAB Fixtures and suppliers, mount lights.	1	LS	\$500.00	\$500.00
3	Lighting Hookup- Electrician. Including 1 site visit for install & 1 Nighttime Set up. Includes hook up and setting lights in flower bed with anchoring spike provided by Shareco. All lights to be hooked up on same date.	1	LS	\$750.00	\$750.00
4	Concrete Footer- 8'wide x 4.5'tall x 9"thick; already installed by Westar. Footer cost= \$1600.00 with \$850.00 discount as noted in meeting minutes.	1	LS	\$750.00	\$750.00
5	Westar O/P- 15%	1	LS	\$367.50	\$367.50
Pin Mounted Letters (10) - Macfab- TOTAL					\$3,567.50

2.) Pierce Memorial- 3/16" corten sign 10x30 with 1" frame- Macfab

Item	Name	QTY	Unit	Unit \$	TOTAL \$
1	Mac Fab quote, including install. Design modification to include internal LED system to be coordinated by Shareco and MacFab.	1	LS	\$1,430.00	\$1,430.00
2	Lighting Material- Shareco- LED materials and integrate lighting system, coordinate footer, install lights	1	LS	\$875.00	\$875.00
3	Lighting Hookup- Electrician. Including 1 site visit for install & 1 Nighttime Set up. Lights already installed by others. All lights to be hooked up on same date.	1	LS	\$1,000.00	\$1,000.00
4	Concrete Footer- 10"Hx30"Wx19"Deep (Front 5" exposed above grade, rear 7" exposed above grade) 1ea 1/2" black conduit running thru footer from top thru and to the rear	1	LS	\$1,000.00	\$1,000.00
5	Westar O/P- 15%	1	LS	\$495.75	\$495.75
Pierce Memorial- 3/16" corten sign 10x30 with 1" frame- Macfab- TOTAL					\$4,800.75

3.) 911 Address Sign- pin mounted signage 3/16" Corten w/ Install- Macfab

Item	Name	QTY	Unit	Unit \$	TOTAL \$
1	Mac Fab quote, including install	1	LS	\$420.00	\$420.00
2	Westar O/P- 15%	1	LS	\$63.00	\$63.00
911 Address Sign - Macfab- TOTAL					\$483.00

4.) City Dedication Plaque- 3/16" corten Skateboard deck-shaped signage with install- Macfab

<u>Item</u>	<u>Name</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit \$</u>	<u>TOTAL \$</u>
1	Mac Fab quote, including install	1	LS	\$1,100.00	\$1,100.00
2	Westar O/P- 15%	1	LS	\$165.00	\$165.00
City Dedication Plaque- 3/16" corten - Macfab- TOTAL					\$1,265.00

5.) 50/50 Marquee Illuminated Sign ART WALL- Ignition Arts 1/4" Aluminum

<u>Item</u>	<u>Name</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit \$</u>	<u>TOTAL \$</u>
1	Project Management- Ignition Arts logistics, cut file creation	1	LS	\$200.00	\$200.00
2	Materials: Ignition Arts: Laser cut parts, hardware, LED materials to integrate lighting system, including lighting cap	1	LS	\$1,800.00	\$1,800.00
3	Fabrication: Ignition Arts	1	LS	\$1,200.00	\$1,200.00
4	Coating: Ignition Arts- White Maathews Satin	1	LS	\$600.00	\$600.00
5	Shipping: Ignition Arts	1	LS	\$300.00	\$300.00
6	Lighting Material- Shareco- Procure LED Materials & test; Design & fab marriage of 50/50 sign to Art Wall cap lighting system; prep & coordinate all install	1	LS	\$1,255.00	\$1,255.00
7	Lighting Hookup- Electrician. Including 1 site visit for install & 1 Nighttime Set up. Lights already installed by others. All lights to be hooked up on same date.	1	LS	\$800.00	\$800.00
8	Westar O/P- 15%	1	LS	\$803.25	\$803.25
50/50 Marquee Illuminated - TOTAL					\$6,958.25

6.) 50/50 Main Memorial- framed tri-layer 1/8" corten 36x60- Macfab

<u>Item</u>	<u>Name</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit \$</u>	<u>TOTAL \$</u>
1	Mac Fab quote, including install	1	LS	\$6,250.00	\$6,250.00
2	Lighting Material- Shareco- procure Targetti Jedi Recessed Units (2), coordinate footer desing & pre & coordinate all install. Embedded light place by Shareco	1	LS	\$2,614.00	\$2,614.00
3	Lighting Hookup- Electrician. Including 1 site visit for install & 1 Nighttime Set up. Lights already installed by others. All lights to be hooked up on same date.	1	LS	\$800.00	\$800.00
4	Concrete Footer- 3'x5'x2' deep (embed plate provided by Macfab) Embedding light by shareco. Includes black 1/2" Conduit for drainage. Detailed plate and lighting integration in footer to be worked out prior to footer install.	1	LS	\$1,500.00	\$1,500.00
5	Westar O/P- 15%	1	LS	\$1,449.60	\$1,449.60
50/50 Main Memorial- framed tri-layer 1/8" corten 36x60- Macfab- TOTAL					\$12,613.60

50/50

In 2010 a group of boys and girls in Taylor, Texas, began a letter writing campaign to ask artists from around the country to turn blank skateboard decks into art as part of a fundraising effort to build a skate park in their city.

The initial goal was fifty letters to fifty artists, so they named the project the 50/50 – which is also the name of a shatshoored trick. The response was overwhelming and soon there were over one hundred participating artists. The finished decks were exhibited at several events and were sold in an online auction that went wild, with bids coming in from around the world.

Over the next two years the kids wrote more letters to artists and SO/SH became an annual event, with nearly four hundred one-of-a-kind boards created and exhibited across eleven countries. Calculators from music, sports, and television decorated their stark desk creations and helped attract national attention to the project, leading SO/SH to earn generous grants from the Terry Hauck Foundation, Union Pacific Railroad, and Texas Parks and Wildlife Foundation.

Five years after the first letter was written, Taylor became hired to a world-class skate park designed by these ambitious kids in collaboration with Tony Hawk Skatepark, a global leader in skate park design.

The 50/50 project could not have succeeded without the guidance and support of Project LEOB, a Taylor-based nonprofit that recruits creative professionals from the central Texas area to teach young adults about careers in the creative arts. LEOB mentors from a broad range of fields such as architecture, filmmaking, graphic design, photography, sculpture, and painting provide students with hands-on instruction and help with final-stage projects while they teach real-world skills.

SUPPLEMENTAL TRANSMISSION TIPS

Export (Importers) and Project (IDP) Investors: Bhutanese & Foreign / Non-P Project / Other Investors / The New
The Private Entity / Bhutanese Entrepreneur / New Bank & The Early Bank Privatization / Social Policy & Welfare
W. A. A. Jones (ed.) / The Role of Women and Women's Movements in the Global and National Development of the 1990s

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1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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50/50 Memorial & Lighting
\$12,614



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 17

Agenda Title: Discuss and consider potential projects using Valero funds and Valero Civic Funds

Council Action to be taken: Approve list and order of projects to use funds on

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

City staff is seeking a decision from Council on which projects are to be completed using the Valero donated funds. By approving this list, it will give staff direction on what quality of life projects to do. City staff will bring each individual project back for approval and will go down the priority list of projects until we have expended the \$500,000.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

In October 2017, the City of Taylor entered into a development agreement with Valero, as part of an overall agreement that provided the terms for the development of a fuel distribution terminal.

As part of the agreement, Valero agreed to provide \$500,000 for one or more quality of life projects. The City Council is to make the final decision on the quality of life projects to be completed. Valero has requested input and approval of those projects.

Staff developed a list of projects based upon feedback from Council, CIP list, Adjustment to Base list and projects within the 2017 Strategic Facilities Plan. Council was asked in August 2019 to review the list and a scoring exercise was conducted to identify the top list of projects. Staff then updated the estimates on the 7 projects that scored at the top of the list.

Staff followed up discussions with Valero concerning the overall 7 projects on the list. Valero liked a majority of the projects on this top 7 list and felt they were good projects to complete. The one exception was the dog park project. Valero informed me this is something they typically do not fund and have not in the past. Valero is suggesting the City complete all the other projects on the list and put the dog park last. If funds allow the City to get to the dog park project, they recommended we revisit this item to see if another

project might be considered. Valero did not say they would not fund a dog park, but indications are they would prefer something else.

3. STAFF ANALYSIS (How and Why)

By approving the list of projects, staff will start to work on the highest rated projects and continue our way down until we reach the dog park project.

4. RECOMMENDATION

Approve priority list of projects.

5. FUNDING SOURCE

\$500,000 Donated funds from Valero

6. TIMELINE

October 12, 2017 City Council approved development agreement with Valero

7. OTHER OPTIONS (In order of preference)

Modify or do not approve priority list

8. ATTACHMENTS

17a. [Power Point listing priority projects](#)

17b. [Full list of projects](#)

17c. [Valero Agreement](#)



City of Taylor
City Council
September 26, 2019

History of the Donation

- In October 2017, City approved development agreement with Valero
 - Included \$500k toward one or more Taylor quality of life projects
 - Staff developed large list of projects based on: Council input, Adjustment to base list, Capital Improvement projects and the 2017 Strategic Facility Plan
 - August 2019, conducted scoring exercise to identify the top 7 projects
 - Staff updated estimates
- 
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List of Top Priority Projects

from High to low

Robinson Park Add Restroom	\$ 185,000
Robinson Park Basketball Court Lights	\$ 60,000
Murphy Park Shade structures (bench) – 1	\$ 7,500
Skate Park (Pierce Park) Lighting	\$ 55,000
*Dog Park (3 acres)	\$ 100,000-\$300,000
Bull Branch Shade structures (bench) - 1	\$ 7,500
Taylor Regional Park Shade structures (bench) - 2	\$ 15,000

*Dog Park- Valero recommended moving this project to the bottom of this list. When we get to this project, they recommend we revisit this project or select another project

Recommendation

- Approve list of priority projects with Dog Park moved to the bottom of the list
 - City staff will work from the top of the list until we reach the Dog Park project
 - Each project will be brought back for approval
 - \$170,000 available based on estimates when we get to the Dog Park
 - Note: Dog Park project list as contingent project
- 
- A decorative horizontal bar at the bottom of the slide, featuring a green-to-dark-green gradient.

Item #	District	Source	Park	Description
1	1	CIP	Robinson Park	Add Restroom
2	1	CIP	Robinson Park	Basketball Court Lights
3	2	ATB	Murphy Park	Shade structures (bench) - 1
4	1	-	Miscellaneous	Skate Park (Pierce Park) Lighting
5	-	CIP	Miscellaneous	Dog Park (3 acres)
6	4	ATB	Bull Branch Park	Shade structures (bench) - 1
7	3	ATB	Taylor Regional Park	Shade structures (bench) - 2
8	2		Murphy Park	Add Restroom
9	4	ATB	Bull Branch Park	Shade structures (playground) - 1
10	2	SFP - Priority 1	Murphy Park	New Park Furniture
11	2	CIP	Murphy Park	Rotary Ballfields Concrete Plaza
12	4	SFP - Priority 1	Bull Branch Park	New Roof for Pavilion
13	1	CIP	Robinson Park	Concession Building
14	4	CIP	Bull Branch Park	Walking Trail Upgrades
15	4	SFP - Priority 1	Bull Branch Park	Provide ADA path to playground
16	4	SFP - Priority 1	Bull Branch Park	Renovate Restroom Facility near Pond
17	4		Bull Branch Park	Add Restroom
18	1	SFP - Priority 1	Robinson Park	New Aluminum Bleachers at Ball Field
19	1	SFP - Priority 1	Doak Street Ball Fields	New Aluminum Bleachers at Ball Field
20	1	SFP - Priority 1	Robinson Park	Add playground fall material
21	2	SFP - Priority 1	West End Park	Provide ADA parking space and path to playground
22	1	SFP - Priority 1	Robinson Park	New Asphalt
23	4	CIP	Bull Branch Park	Splash Pad (1,900 sq ft.) - OPTION 2
24	4	SFP - Priority 1	Bull Branch Park	New Aluminum Bleachers at Ball Field
25	2	SFP - Priority 1	Murphy Park	New Aluminum Bleachers at Ball Fields
26	1	SFP - Priority 1	Gano Street Basketball Court	Provide ADA parking space and path to playground
27	3		Taylor Regional Park	Replace funding for Lonestar portion \$200k
28	1	SFP - Priority 1	Doak Street Ball Fields	Provide ADA path, flatwork, and seating area
29	4	CIP	Bull Branch Park	Splash Pad (1,100 sq ft.) - OPTION 1
30	3	SFP - Priority 1	Jason Street Playground	Provide ADA parking space and path to playground
31	4	SFP - Priority 1	Bull Branch Park	Renovate Mallard St. Ball Field Building
32	2	SFP - Priority 1	Murphy Park	New Flatwork and ADA paths at Ball Fields
33	1	SFP - Priority 1	Robinson Park	New Flatwork and ADA paths at Ball Field
34	3	SFP - Priority 1	Taylor Regional Park	Expand playground and add ADA playground
35	4	SFP - Priority 1	Bull Branch Park	Asphalt Rehabilitation

CONFIDENTIAL

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into as of the Effective Date (as defined below), by and between the **City of Taylor**, a Texas home rule city (the “City”) and **V-Tex Logistics LLC**, a Delaware limited liability company (“Owner”). The City and Owner are each sometimes individually referred to herein as a “Party” and they are sometimes collectively referred to herein as the “Parties.”

RECITALS

A. Owner has entered into contracts to acquire two adjacent parcels of land located on Chandler Road west of FM 366 in the extraterritorial jurisdiction (“ETJ”) of the City, consisting of approximately 58.1 acres of land, as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the “Land”). Owner has also entered into a contract to acquire an approximately 30.65 acre parcel of land located across Chandler Road from, and generally to the south of, the Land, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes (the “Adjacent Parcel”).

B. Owner desires to construct a fuels distribution terminal on the Land and, in connection therewith, is seeking the City’s support and assurances regarding the annexation status of the Land and the development regulations applicable to the Land.

C. Owner and the City desire to enter into this Agreement pursuant to and in accordance with the provisions of TEX. LOC. GOV’T CODE §212.172 (as the same may be amended, and together with any successor or replacement statute, the “Statute”) to set forth the terms and conditions upon which Owner will construct a fuels terminal on the Land, donate a portion of the Adjacent Parcel to the City, make a one-time cash payment to the City and agree to make payments to the City in lieu of property taxes, all in exchange for the City’s agreement not to annex the Land and to limit the City ordinances that will be applicable to the Land and Owner’s activities thereon.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the promises and mutual agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein for all purposes.

2. Certain Definitions. As used in this Agreement, the following terms have the following respective meanings:

a. "Acquisition Date" means the date on which Owner acquires title to all of the Land and the Adjacent Parcel, as evidenced by the latest of the dates set forth in the deeds by which the Land and Adjacent Parcel are conveyed to Owner.

b. "Assessed Value" means the final value of the Property for any given Tax Year, as determined by WCAD, after final resolution of all appeals, protests, suits or similar objections by Owner, if any.

c. "Effective Date" means the date on which this Agreement becomes signed by both Parties, as established by reference to the latest of the dates set forth in the acknowledgments of the Parties, below.

d. "Project" means a terminal for the receipt, storage and distribution of motor fuels and related products, including gasoline, diesel, ethanol, biodiesel, and mixtures thereof, such terminal to include (i) a 5-bay truck loading rack, (ii) approximately 500,000 barrels of storage (in multiple tanks) for gasoline, diesel, ethanol, biodiesel, transmix and fuel additives, (iii) interconnections to a pipeline that will supply refined products from facilities located in Houston, Texas and elsewhere, (iv) a terminal office, (v) related signage, utilities, pavement, piping, pumps, valves and other related facilities and equipment, and (vi) any expansions or modifications to any of the foregoing. A conceptual site plan depicting key elements of the Project as currently contemplated is attached hereto as Exhibit C and made a part hereof for all purposes.

e. "Property" means the Land, together with all minerals, improvements and personal property located in, on, under or at the Land, whether such minerals, improvements or personal property are owned, leased or possessed by Owner; provided, however, that for the avoidance of doubt, the Property shall not include any gasoline, diesel, ethanol, biodiesel or other products owned by third parties and being stored or otherwise handled by Owner for such third parties at the Land. For the further avoidance of doubt, the Property does not include the Adjacent Parcel, any improvements or property of any nature thereon, or any interest therein.

f. "Tax Year" means a calendar year commencing on January 1 and ending on December 31.

g. "WCAD" means the Williamson Central Appraisal District.

3. Term and Termination.

a. This Agreement shall be in effect for a term (the “Term”) commencing on the Effective Date and expiring on December 31, 2032, unless terminated earlier in accordance with the terms of this Agreement.

b. Notwithstanding anything to the contrary in this Agreement, if the Acquisition Date has not occurred by November 30, 2017, Owner shall have the right to terminate this Agreement by written notice to the City, whereupon this Agreement shall become null and void and neither Party shall have any further rights or obligations hereunder. For the avoidance of doubt, the occurrence of the Acquisition Date is an express condition precedent to the obligations of the Parties in Sections 4 through 11 of this Agreement. Owner agrees to notify the City when the Acquisition Date occurs.

c. The City understands and acknowledges that Owner will not commence construction of the Project unless and until Owner has obtained all requisite licenses, permits, consents, approvals and authorizations from the appropriate governmental authorities necessary for the lawful construction and operation of both the Project and the related petroleum products pipeline that Owner intends to construct between Hearne, Texas and the Land in order to supply the Project (collectively, the “Governmental Authorizations”). Notwithstanding anything to the contrary in this Agreement, Owner shall have the right to terminate this Agreement by written notice to the City if Owner has not obtained all Governmental Authorizations by July 1, 2019. Upon any termination of this Agreement by Owner in accordance with this Section 3.b., this Agreement shall become null and void and neither Party shall have any further rights or obligations hereunder.

d. The Term of this Agreement may be extended for an additional period or periods of time upon mutual agreement of the Parties hereto; provide that in no event shall the Term as so extended exceed the maximum length of time permitted under the Statute.

e. Upon the expiration or earlier termination of this Agreement, the covenant of the City not to annex the Land shall terminate, and the City shall have the right to commence immediate annexation proceedings as to all of the Land covered by this Agreement without regard to any limitations established in this Agreement.

f. Promptly upon the occurrence of the Acquisition Date, Owner shall cause this Agreement to be recorded in the real property records of Williamson County at Owner’s expense. Upon the expiration or earlier termination of this Agreement for any reason other than pursuant to Section 3.b., the Parties agree to promptly execute, acknowledge and cause to be recorded (at Owner’s expense) a public notice of such expiration or termination, in form and substance mutually acceptable to the Parties.

4. City Ordinances, Development Standards and Fees Applicable During the Term.

a. *Development Standards.* Owner agrees to design and construct the Project in compliance with the standards set forth in Exhibit D attached hereto and made a part hereof.

b. *City Fees.* During the Term, Owner shall pay the City's monthly Transportation User Fee (Tier VI Nonresidential) and the City's monthly Municipal Drainage Utility System fee (non-residential), as such fees may be adjusted by the City from time to time, to the same extent as if the Land were located within the city limits of the City; provided that the maximum monthly amount Owner shall be obligated to pay for the Transportation User Fee shall be \$200.

c. *No Ordinances or Fees Applicable.* The City covenants and agrees that the provisions of Section 4.a (including the standards in Exhibit D) are in lieu of any City development standards and, except for the Transportation User Fee and the Municipal Drainage Utility System fee, no other City ordinances, rules, regulations or fees of any sort shall apply to Owner or the Land or any activities thereon at any time during the Term.

5. City Services. The City agrees to provide fire and police services to the Land and Owner during the Term. Fire services will include EMT, first responder, medical care and fire suppression/management services, and the City may contract for such services with other such providers as deemed reasonable and necessary by the City. The police services will include first response services and other police services, and the City may contract for such services with other such providers as deemed reasonable and necessary by the City. The City will provide such fire and police services to the Land and Owner to the same extent as such services are provided to other commercial and industrial facilities located within the City limits to the fullest extent the City is permitted to do so under applicable law (the foregoing-described scope of services being referred to herein as the "Applicable City Services"). The City will be granted access to the Owner's facility and its safety components on the Land for biannual safety inspection and firefighter familiarization drills, at times mutually acceptable to Owner and the City and in such a manner as to minimize disruption to the conduct of business at the facility. Owner acknowledges and agrees that except for the Applicable City Services, the City shall not be obligated to provide any services to the Land or Owner at any time during the Term. The Owner agrees to contact the responsible Williamson County parties and request that the facility coordinates be logged into the CAD (Computer Aided Dispatch) System as lying within the City of Taylor response district. Periodic verification will be the responsibility of the City of Taylor Fire Marshal.

6. Non-Annexation. The City covenants, agrees and guarantees that the Property shall remain in the City's ETJ and shall be immune from annexation by the City during the Term of this Agreement. The City acknowledges and agrees that this commitment on the part of the City is a material and fundamental reason for Owner to enter into this Agreement, and, but for such commitment, Owner would not enter into this Agreement or makes any of its commitments contained herein.

7. Payments in Lieu of Taxes.

a. On or before January 31 of each calendar year, beginning with January 31, 2018 and ending on January 31, 2033, Owner shall make a payment to the City in lieu of taxes on the Property for the immediately preceding Tax Year. Each such payment (each, an "In Lieu Payment") shall be in amount equal to the amount that would otherwise be payable by Owner to the City as property taxes on the Assessed Value had the Land been located within the city limits of the City at all times during said Tax Year. For the avoidance of doubt, any In Lieu Payment in respect of a partial Tax Year at the beginning or ending of the Term shall be prorated so that Owner is only responsible for an amount equal to the property taxes that would have been payable by Owner to the City for Owner's period of ownership.

b. If Owner elects to protest the Assessed Value set by WCAD on any of Owner's Property for any Tax Year during the term hereof, nothing in this Agreement shall preclude such protest and Owner shall have the right to take all legal steps desired by it to reduce the Assessed Value to the fullest extent as if such Property had been located within the city limits of the City during the Tax Year. Notwithstanding any such protest by Owner, Owner shall pay to the City each In Lieu Payment in full, on or before the January 31 due date therefore, based on the uncontested portion of the Assessed Value proposed by WCAD. When the Assessed Value of said Property has finally been determined, either as the result of an appraisal review board decision, final judgment of a court of competent jurisdiction or as a result of other final resolution or settlement of the controversy, the excess portion of the applicable In Lieu Payment, if any, collected by the City shall be returned to Owner or Owner shall pay the City any shortfall in prior payments, all within forty-five (45) days after said final determination.

c. Any failure by Owner to comply with its obligations under this Section 7 shall constitute a default by Owner hereunder to which the provisions of Section 12 hereof shall apply. Without limiting the foregoing, Owner shall be obligated to pay all penalties, interest, fees and costs associated with the City's enforcement of its rights under this Section 7, and in the absence of any conclusive evidence as to another appropriate value for any such penalties, interest, fees and costs, the Parties agree that the City shall be entitled to collect the amount of interest, penalties and attorneys' fees applicable to delinquent ad valorem taxes of lands within the City limits.

d. Owner's payment obligations under this Section 7, insofar as they relate to any In Lieu Payment in respect of a period of time during the Term, shall survive the expiration or termination of this Agreement until satisfied in full.

e. Owner recognizes that in determining the Assessed Value for the Property, WCAD must appraise the entire Property. Nothing in this Agreement shall be construed to be in derogation of WCAD's authority to establish the appraised value of land, improvements and tangible personal property for ad valorem tax purposes.

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8. Donation of Land for City Fire Station. Subject to Owner's receipt of the Governmental Authorizations, and prior to or contemporaneously with the date on which Owner begins site grading on the Land for construction of the Project ("Commencement of Construction"), Owner agrees to donate to the City, by way of a gift deed with a special warranty of title, a parcel of land out of the Adjacent Parcel not to exceed six contiguous acres in area (the "Donated Land") for construction of a City fire station. The exact location of the Donated Land shall be established by mutual agreement of the Parties, acting reasonably; provided that the agreed location shall be established so as to ensure that (a) the Donated Land and the remainder of the Adjacent Parcel each has separate and independent access to Chandler Road and (b) the Donated Land's frontage on Chandler Road (measured in linear feet) shall not exceed the frontage of the remainder of the Adjacent Parcel on Chandler Road (measured in linear feet). The gift deed by which Owner transfers the Donated Land to the City shall transfer the land on an "as is," "where is" and "with all faults" basis without any warranties other than the special warranty of title, and shall convey the Donated Land subject to (i) all matters of record (except as provided in the immediately succeeding sentence), and (ii) a restriction limiting the use of Donated Land to the construction and operation of a City fire station and related purposes. The Donated Land will be transferred to the City free and clear of any deed of trust liens or other liens securing any indebtedness of Owner. Owner will provide the City a boundary survey of the Donated Land at Owner's cost. If the City desires to obtain title insurance or a title report covering the Donated Land, the City shall bear all expenses associated therewith.

The provisions of this Section 8 are the only provisions of this Agreement applicable to the Adjacent Parcel. Specifically, and without limiting the generality of the immediately preceding sentence, the provisions of Sections 4, 5, 6 and 7 of this Agreement do not apply to the Adjacent Parcel, any improvements or other property of any nature thereon, or any interest therein.

9. One Time Cash Donation. As part of the consideration for the City entering into this Agreement, Owner agrees to make a one-time payment to the City in the amount of \$500,000 (the "Donation"). Owner shall not be obligated to make the Donation until after Owner has received all Governmental Authorizations and is ready for Commencement of Construction. The City covenants and agrees that the Donation shall be used by the City only for the purpose of funding one or more projects intended to enhance the quality of life for residents of the City. While the final decision as to the disposition of the Donation shall (subject to the limitation in the immediately preceding sentence) remain exclusively with the City, the City agrees to discuss potential uses of the Donation with Owner and give consideration to Owner's input with respect thereto.

10. Groundbreaking Ceremony. At a mutually acceptable time contemporaneous with Commencement of Construction, the Parties agree to jointly participate (through attendance by their appropriate representatives) in a groundbreaking ceremony at the Land, to publicly celebrate the construction of the Project, the Donation and the transfer of the Donated Land.

11. Annual Civic Donations. Subject to Owner's receipt of the Governmental Authorizations, each calendar year or partial calendar year during the Term, beginning with calendar year 2018, Owner (or an affiliate of Owner) shall contribute at least \$25,000 in the

aggregate to one or more civic and/or charitable organizations based in (or if such organizations are not based in, then to be used by them within) the City or the City's ETJ. The organization(s) to receive such contributions shall be selected by mutual agreement of Owner (or its applicable affiliate) and the City, acting reasonably. Owner will provide the City such reasonable supporting documentation of Owner's compliance with this Section 11 as the City may reasonably request.

12. Default. Should either Party default in any of its obligations hereunder and fail to cure such default within 30 days after receipt of written notice thereof from the non-defaulting Party, then the non-defaulting Party shall be entitled to terminate this Agreement by written notice to the other Party and pursue any other remedies that may be available to the non-defaulting Party at law or in equity (including suit for specific performance or other equitable relief, if appropriate); provided, however, that with respect to any default other than failure to pay any sum when due hereunder, if such default is susceptible of cure but cannot reasonably be cured with the aforesaid 30-day period, and if the defaulting Party has commenced to cure such default within said 30-day period and is diligently prosecuting such cure, then the defaulting Party afforded an additional reasonable period of time (not to exceed 90 additional days) to effect such cure. The provisions of this Section 12 are in addition to, and not in lieu of, any other rights and remedies expressly set forth elsewhere in this Agreement.

13. Miscellaneous Provisions.

a. *Chapter 245.* The Parties acknowledge and agree that this Agreement shall be deemed to be the first "permit" in the series of permits required for the Project for purposes of Chapter 245 of the Texas Local Government Code, and the Effective Date shall be the applicable date for all grandfathering purposes thereunder.

b. *Support.* The City agrees to publicly support the Project with respect to any required Governmental Authorizations.

c. *Successors and Assigns.*

i. Owner shall not be entitled to assign this Agreement or any of Owner's rights or obligations hereunder to any other person or entity without the prior written consent of the City; provided that Owner shall have the right (with notice to, but without having to obtain the consent of, the City) to assign its rights and obligations under this Agreement to any Affiliate of Owner to whom Owner transfers title to all, but not less than all, of the Land and Owner's Property thereon. As used in the immediately preceding sentence, the term "Affiliate" means any entity that controls, is controlled by or is under common control with Owner, where the term "control" and its derivatives means the power to direct the overall management and policies of an entity, whether through the ownership of a voting majority of the ownership interests in such entity, by contract, or otherwise. The foregoing provisions of this Section 13.c.i. shall not operate or be construed as a restraint on Owner's ability to transfer title to the Land, but if Owner transfers title to all or any portion of the Land to any person or entity (other than an Affiliate of Owner acquiring the entirety of the Land) without the City's written consent, this

Agreement shall automatically terminate as to the entirety of the Land effective as of the instant of such transfer. Notwithstanding the foregoing, the provisions of this Section 13.c.i. shall not apply to any (i) transfer of a portion, but not all, of the Land to a governmental authority or other entity with the power of eminent domain, as a result of any actual or threatened condemnation, or (ii) grant of an easement, lien or other similar interest in or affecting the Land, if Owner retains fee ownership thereafter.

ii. Subject to Section 13.c.i., this Agreement is a covenant running with title to the Land and shall be binding upon and inure to the benefit of City and Owner and their respective successors and permitted assigns.

d. *Entirety.* This Agreement comprises the entire agreement between the City and Owner and there are no conversations, understandings, agreements, conditions or representations, express or implied with reference to the subject matter hereof that are not merged herein or superseded hereby.

e. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws rules or principles as applied in Texas. Venue for any action brought under or in connection with this Agreement shall lie exclusively in the courts of competent jurisdiction of Williamson County, Texas, and any appellate courts with jurisdiction over matters brought in such courts.

f. *Amendment.* This Agreement cannot be amended or modified, nor can any provision hereof be waived, except by a written instrument duly executed by both Parties (in the case of an amendment or modification) or by the Party to be charged (in the case of a waiver).

g. *Non-waiver.* Failure of either Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

h. *Notices.* All notices required or permitted under this Agreement shall be given by (i) prepaid first class mail, registered or certified, return receipt requested, or (ii) recognized overnight courier with tracking capability. All notices hereunder shall be addressed as follows:

If to the City:

City of Taylor
400 Porter Street
Taylor, Texas 76574
Attention: City Manager

If to Owner:

V-Tex Logistics LLC
One Valero Way
San Antonio, Texas 78249
Attention: President

Notices made by registered or certified mail shall be deemed given two (2) days (excluding Saturdays, Sundays and postal holidays) after deposit with the U.S. Postal Service, properly addressed and prepaid. Notices given by recognized overnight delivery service shall be deemed given when delivery actually occurs. Either Party may change its address for notice by providing the other Party notice thereof in accordance herewith.

i. *Authority.* Each Party represents and warrants that the person executing this Agreement on behalf of such Party has been duly authorized to do so by all requisite actions on the part of such Party (and in the case of the City, in full compliance with all applicable City ordinances), and in so doing shall bind such Party to all of the provisions hereof.

j. *Construction.* Each Party is sophisticated in the matters covered by this Agreement and was represented by counsel of such Party's choosing in connection with the drafting and negotiation of this Agreement. As such, each Party waives any rule of construction or interpretation that would require any provision of this Agreement to be construed in favor of or against either Party on the basis of which Party drafted such provision.

k. *Savings Clause.* In the event any provision herein shall be judicially interpreted or held to be invalid, illegal or otherwise unenforceable by reason of any rule of law or public policy, then (i) the other provisions of this Agreement shall remain in full force and effect, and (ii) the provision held to be invalid, illegal or unenforceable shall, to the fullest extent permitted by law, be reformed to the minimum extent necessary to render such provision valid, legal and enforceable and in such a manner as to preserve to the fullest extent possible the original economic and legal intent of the Parties.

l. *Rules of Construction.* The following rules of construction shall apply to this Agreement: (i) words in the singular shall include the plural, and vice versa; (ii) the words "include", "includes" and "including" are not limiting; (iii) references herein to a "Section" shall mean the corresponding section of this Agreement and are included for convenience of reference only and not to enlarge or limit the scope or meaning of any sections, (iv) the words "hereof," "herein" and "hereunder" and words of similar import

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shall refer to this Agreement as a whole, and not to any particular provision of this Agreement, and (v) the "\$" sign refers to currency of the United States of America.

m. *Counterparts.* This Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same instrument.

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

[*Signatures and Acknowledgments of the Parties Follow*]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth in the acknowledgements of the Parties below, to be effective, however, as of the Effective Date.

The City

CITY OF TAYLOR

By: _____

Printed Name: Brandt Rydell

Title: Mayor

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the ____ day of _____, 2017, by Brandt Rydell, the Mayor of the City of Taylor, Texas, a Texas home rule city, on behalf of said city and in the capacity herein stated.

[Place Seal Below]

Notary Public, State of Texas

My commission expires on: _____

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Owner:

V-TEX LOGISTICS LLC

By: [Signature]

Printed Name: Joe Gorder

Title: Chief Executive Officer

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 6th day of October, 2017, by Joe Gorder, the Chief Executive Officer of V-Tex Logistics LLC, a Delaware limited liability company, on behalf of said company.

[Place Seal Below]

[Signature]
Notary Public, State of Texas

My commission expires on: 05/30/2020

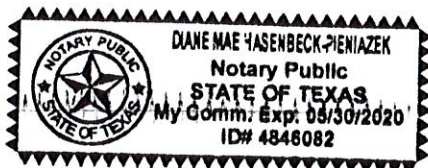


Exhibit A

The Land

Tract 1:

A 37.16 acre tract of land, situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas, being out of a 52.74 acre tract of land described in a Partition Deed to Lgean Parks Richardson, recorded in Volume 677, Page 126, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), said 37.16 acre tract of land being the same land described as a 37.17 acre tract of land (called Tract 3) in Exhibit "C" attached to a General Warranty Deed recorded as Document #2017045259, O.P.R.W.C.T., which 37.16 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING (P.O.B.) at a found 1/2-inch iron rod with cap marked "All Star 5729", in the North right-of-way line of Chandler road, and East line of a called 20.93 acre tract of land, described in deed to Janass Sports Ventures, L.L.C., recorded in Document No. 2017081345, O.R.W.C.T., for the Southwest corner of this tract;

THENCE North 21°19'03" West, along the East line of said Janass Sports, called 20.93 acre tract, a distance of 1561.40 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set in the South line of a 433.04 acre tract of land, described in deed to E. Kotrla Property, L.L.C., recorded in Document No. 2005093901, O.R.W.C.T., and North line of this tract, for the Northwest corner of this tract;

THENCE North 68°11'23" East, along the South line of said Kotrla, 433.04 acres, and North line of this tract, and generally with a fence line, a distance of 993.60 feet, to a found concrete monument, at the Northwest corner of a 105.439 acre tract of land, described in deed to Norietta J. Schmidt, recorded in Document No. 2004051253, O.R.W.C.T., and the Northeast corner of this tract;

THENCE South 21°23'02" East, along the West line of said Schmidt, 105.439 acre tract, and East line of this tract, a distance of 1682.22 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set in the North right-of-way line of Chandler road, for the Southeast corner of this tract;

THENCE Westerly, along the North right-of-way line of Chandler road and South line of this tract as follows:

South 73°00'59" West, a distance of 391.93 feet, to a found 1/2-inch iron rod with cap marked "SAM INC";

South 84°04'44" West, a distance of 101.88 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set;

South 72°57'49" West, a distance of 165.51 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set, at the beginning of a curve to the right;

Westerly, along the arc of said curve to the right, having a radius of 3343.43 feet, a chord bearing and distance of S 75°54'08" W – 344.16 feet, an arc distance of 344.31 feet, to the POINT OF BEGINNING (P.O.B.), containing 37.16 acres of land.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Tract 2

A 20.91 acre tract of land, situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas, being the same land described as a 20.93 acre tract of land in Special Warranty Deed with Vendor's Lien to Janass Sports Ventures, LLC, a Texas limited liability company, recorded as Document No. 2017081345, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), and said 20.91 acre tract of land being the same land described as a 20.93 acre tract of land in Exhibit "A" attached to a General Warranty Deed recorded as Document #2017045259, O.P.R.W.C.T., which 20.91 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING (P.O.B.) at a found 1/2-inch iron rod with cap marked Triad Surveying RPLS 5952, at the common South corner of a 37.409 acre tract of land, described in deed to Jona Enterprises, L.L.C., recorded in Document No. 2016066924, O.R.W.C.T., the Northeast corner of a 35.418 acre tract of land, described in deed to Michael F. Herzog, recorded in Document No. 2016067298, O.R.W.C.T., and being in the North right-of-way line of Chandler road, for the Southwest corner this tract;

THENCE North 21°14'20" West, along the East line of said Jona Enterprises, 37.409 acres, and West line of the Janass Sports Ventures, L.L.C., 20.91 acres, a distance of 1422.20 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set in the South line of a 433.04 acre tract of land, described in deed to E. Kotrla Property, L.L.C., recorded in Document No. 2005093901, O.R.W.C.T., for the Northwest corner of this tract;

THENCE North 68°11'23" East, along the South line of said Kotrla, 433.04 acres, the North line of said 20.91 acres, and generally with a fence line, a distance of 599.43 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set, at the Northwest corner of called 37.17 acre tract of land, Tommy G. Richardson (executor), Estate of Francis Lgean Richardson (deceased), recorded in Document No. 2016115064, O.R.W.C.T. for the Northeast corner this tract;

THENCE South 21°19'03" East, along the West line of said Richardson, 37.17 acre tract, and East line of said 20.91 acres, a distance of 1592.34 feet, to the North right-of-way line of Chandler road, for the Southeast corner of this tract, from which a found 1/2-inch iron rod with cap marked "All Star 5729" bears: North 15° West, a distance of 0.58 feet;

THENCE Westerly, along the North right-of-way line of Chandler road and arc of a curve to the right, having a radius of 3400.00 feet, a chord bearing and distance of S 84°01'28" W - 623.59 feet, an arc distance of 624.46 feet, to the POINT OF BEGINNING (P.O.B.), containing 20.91 acres of land.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Exhibit B
The Adjacent Parcel

A 30.65 acre tract of land, situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas, being out of a called 54.50 acre tract of land described in a Partition Deed to James William Parks (deceased) (Hazel Bonnell Parks, Executor of Estate), and recorded in Volume 677, Page 126, Official Public Records Williamson County, Texas (O.R.W.C.T.), said 30.65 acre tract of land being the same land described as a 30.67 acre tract of land (called Tract 2) in Exhibit "B" attached to a General Warranty Deed recorded as Document #2017045259, O.P.R.W.C.T., which 30.65 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING (P.O.B.) at a 6"x6" concrete monument, found in the East line of a 7.06 acre tract of land, described in deed to Robert Eugene Garrett, recorded in Volume 1438, Page 124, Deed Records of Williamson County, Texas, at the Southwest corner of a 35.418 acre tract of land, described in deed to Michael F. Herzog, recorded in Document No. 2016067298, O.R.W.C.T., for the Northwest corner of said 54.50 acres, and this tract;

THENCE North 68°43'49" East, along the South line of said Herzog, 35.418 acre tract, the Westerly line of said 54.50 acres and this tract, a distance of 1627.53 feet, to a 2-1/2-inch iron pipe found, for an interior corner of said 54.50 acres and this tract;

THENCE North 21°16'00" West, along the East line of said Herzog, 35.418 acres, a distance of 70.76 feet, to the most Northerly corner of this tract, in the South right-of-way line of Chandler road, from which a found 1/2-inch iron rod with cap stamped "Triad Surveying" bears:
South 69° East – 0.24 feet;

THENCE Easterly, along the South right-of-way line of Chandler road and arc of a curve to the left, having a radius of 3600.02 feet, a chord bearing and distance of N 86°29'52" E – 201.16 feet, an arc distance of 201.18 feet;

THENCE North 89°41'25" East, continuing along said South right-of-way line, a distance of 102.41 feet, to an arc of a curve to the left;

THENCE Easterly, along said curve to the left having a radius of 3610.00 feet, a chord bearing and distance of N 80°43'26" E – 321.62 feet, an arc distance of 321.72 feet, to a 5/8-inch iron rod with cap marked "TOPOGRAPHIC" set, in the East line of said 54.50 acre tract and this tract, at the Northwest corner of a 10.25 acre tract of land described in deed to Brin Creek Properties, LLC, and the Northwest corner of a 0.891 acre drainage easement, recorded in Document No. 2008069494, O.R.W.C.T., for the Northeast corner of this tract;

THENCE South $21^{\circ}19'03''$ East, along the West line of said 10.25 acres, and said drainage easement, a distance of 500.86 feet, to a 5/8-inch iron rod with cap marked "TOPOGRAPHIC" set, in the North line of a 217.73 acre tract, described in deed to Ross and Pat Stromberg, recorded in Document No. 2000061659, O.R.W.C.T., for the common Southwest corner of said 10.25 acre tract, the Southeast corner of the 54.50 acres and of this tract;

THENCE South $68^{\circ}33'08''$ West, along the common North line of said 217.73 acre tract, and South line of said 54.50 acre tract, a distance of 2276.39 feet, to a found 6"x6" concrete monument, 2 feet Southwest of a wood fence corner post, at the Southeast corner of the previously mentioned Garrett, 7.06 acres, for the Southwest corner of said 54.50 acres and of this tract;

THENCE North $16^{\circ}50'26''$ West, along the East line of said Garrett, 7.06 acres, and West line of the 54.50 acres and this tract, a distance of 603.83 feet, to the POINT OF BEGINNING (P.O.B.), containing 30.65 acres of land;

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

EXHIBIT C Preliminary Site Plan

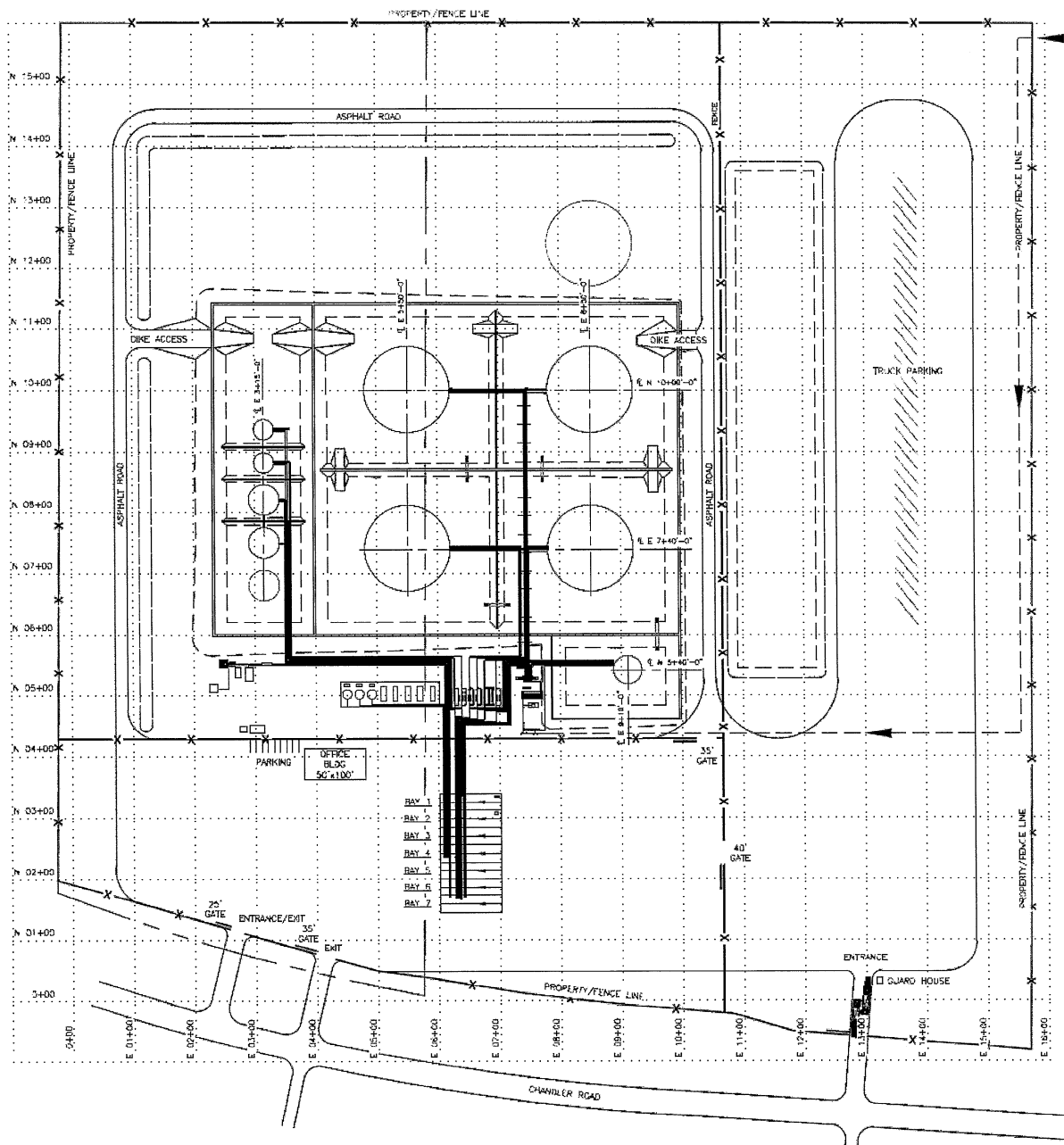


EXHIBIT D

Development Standards

1. Fencing and Vegetation

- Fencing along Chandler Road and for approximately 50 feet back from the front property line along each of the East and West property lines will consist of a combination of masonry and metal picket fencing at an approximate height of 8 feet.
- Gates for the exits and entrances along Chandler Road will be made to match the aesthetics of the front fence.
- All other property line fencing and gates will be made of vinyl-coated chain link with an approximate height of 8 feet.
- Bushes and/or shrubs will be planted in front of the fencing along Chandler road, spaced at random intervals.
- Trees will be planted at random intervals inside and/or outside the fence along the Chandler Road property line and within the first 50 feet back from the front property line along each of the East and West property lines.

Annexes D-1 and D-2 to this Exhibit consist of an artist's conceptual renderings of two different perspectives of the front of the facility, showing a fencing and landscaping plan consistent with the foregoing requirements. These renderings are provided for illustrative purposes only; actual fencing and landscaping materials, design and layout may vary, but will comply with the above requirements.

2. Signage

- Signage on the exterior of the facility will consist either of signs attached to or painted on the front fencing or stand-alone monument style signage between the front fence and the street, or a combination thereof. There will be only one primary sign along Chandler Road identifying the facility. All other exterior signage will be for traffic control or other ancillary purposes and will only be located at or near gates. No pylon signs will be erected at the site. Signage may be illuminated.

3. Road Improvements

- Subject to receipt of necessary City and/or County approvals, turning/acceleration lanes of typical length will be constructed to facilitate left turns into the terminal by trucks heading eastbound on Chandler Road and acceleration for trucks heading westbound out of the terminal on Chandler Road.

Annex D-1



Annex D-2





City Council Meeting September 26, 2019

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 18

Agenda Title: Discuss potential Master Plan for Robinson Park, Bull Branch Park, and Murphy Park

Council Action to be taken: Direction to staff

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager, Tom Yantis, ACM/Director of Development Services, and Larry Foos, Parks Director.

1. PURPOSE/DESCRIPTION

Staff is requesting consideration to look into three separate working plans that will solely focus in on needed improvements, desired level of service and maintenance expectations.

2. STAFF ANALYSIS AND RECOMMENDATION (Why and How)

Background:

Staff has been in discussion with Halff Associates to assist with a comprehensive document focusing in on Robinson, Bull Branch and Murphy for staff to use in capital planning, park maintenance and an overall level of service determination for each of the parks. Staff chose these three parks due to the high level of usage, frequent citizen inquiries for park improvements, high public visibility and events held. Furthermore, due to budget constraints and limited funding (i.e. Valero park grant) staff feels concentrated parks plans will assist in directing resources; provide fresh citizen insight on usage, facilities, repurposing and the like; and a maintenance schedule to incorporate into each budget cycle to update existing park equipment and facilities. Finally, staff is asking as part of the master document a parkland dedication ordinance that will allow the City to exact open space/parks/trail improvements with new development.

Currently, staff has a Master Parks Plan covering all parks in the City's network performed in 2016 by Carter Burgess as well as a Strategic Facility Plan performed in 2017 by Sledge Engineering which provided a component on park improvements. In addition, through Halff Associates, specific park plans were performed in 2005 on Murphy, Robinson and Bull Branch, attached herein.

Staff Analysis

As mentioned above, staff has been dealing with several community requests on further improvements or additions to our park system primarily in Robinson, Murphy and Bull Branch as well as maintenance and repair requests to existing facilities and equipment. Some of the areas that will be address in the plans to include but not limited to:

Robinson:

- Pool at Robinson
- Existing Givens Center
- Lighting
- Repurpose of slab for tennis court
- Bathrooms
- Sidewalk and trail Connectivity
- Parking
- Playground equipment
- Shading

Murphy:

- Fencing around pavilion
- Long term strategy on miniature golf area and other open space for future park improvements
- Bathrooms
- Memorial Field
- Parking
- Sidewalk and trail connectivity
- Lighting
- Pool
- Playground equipment
- Shading

Bull Branch:

- Improvements to trail and sidewalk connectivity
- Parking
- Playground equipment, facilities and shade structures
- Bathrooms

Pros	Cons
• Provides for citizen input on improvements and level of service expectations. • Maintenance schedule for staff to follow annually • Provides for prioritization of projects to assist with future monies, and civic and non-profit organization requests to make improvements to parks.	• Could reinforce public perception in that another plan that may not be implemented. • Costs in a range of \$75,000-\$85,000 • At this time the plans will concentrate on the three parks only. A Master Parks Plan will be performed at a later time; however, this information will be included in the Master Parks Plan.

• Provides a forum with citizen involvement on answering questions to repurposing existing structures such as Memorial Field or Givens Center. • Provides for an ordinance for developer dedication of parkland and improvements • Provides for detailed attention to each park.	
--	--

Recommendation

In conclusion, staff is asking Council to consider a comprehensive working plan covering Murphy, Robinson and Bull Branch and a parkland dedication ordinance assessment.

3. FUNDING SOURCE

Funding can come from the 2012 Certificate of Obligation Bond stipulated for quality of life projects at a current balance of \$380,015. Bond money can be spent for plans as long as they are specific and will be used to implement projects. We are anticipating a total cost range of \$75,000 to \$85,000.

4. TIMELINE CONSIDERATIONS

If directed by Council, staff will bring a proposed professional service agreement with scope and cost at the October 17th Council meeting for Council consideration. If approved, the process should take no more than 6 months.

5. OTHER OPTIONS (In order of preference)

Park Board Consideration:

At the 9/18/19 Park Board Meeting, staff discussed the potential of the three park plans with the Park Board for direction. The following discussion points are noted:

- Staff presented the main points of the plan; 1. Site evaluation/data collection, 2. site analysis/opportunities and constraints, 3. Program development/uncovering the vision, 4. Parks Master Planning/ consensus building and adoption, 5. O & M Plan; and 6. Parkland Dedication.
- Parks Board Chairman expressed that there was definite support for the master planning process but did wonder about the “concept” of individual plans versus a city-wide parks master plan.
- Staff explained that each of the parks would receive more attention and a more detailed plan, capital projects list, and a maintenance plan.

- The parkland dedication concept was explained and supported. The possibility of receiving a fee from developers was supported.
- Parks Board supported the community involvement aspect of the process and liked that a presentation would be made to the Parks Board from the consultant.
- They would like an update on the master planning process during the October meeting.

6. ATTACHMENTS

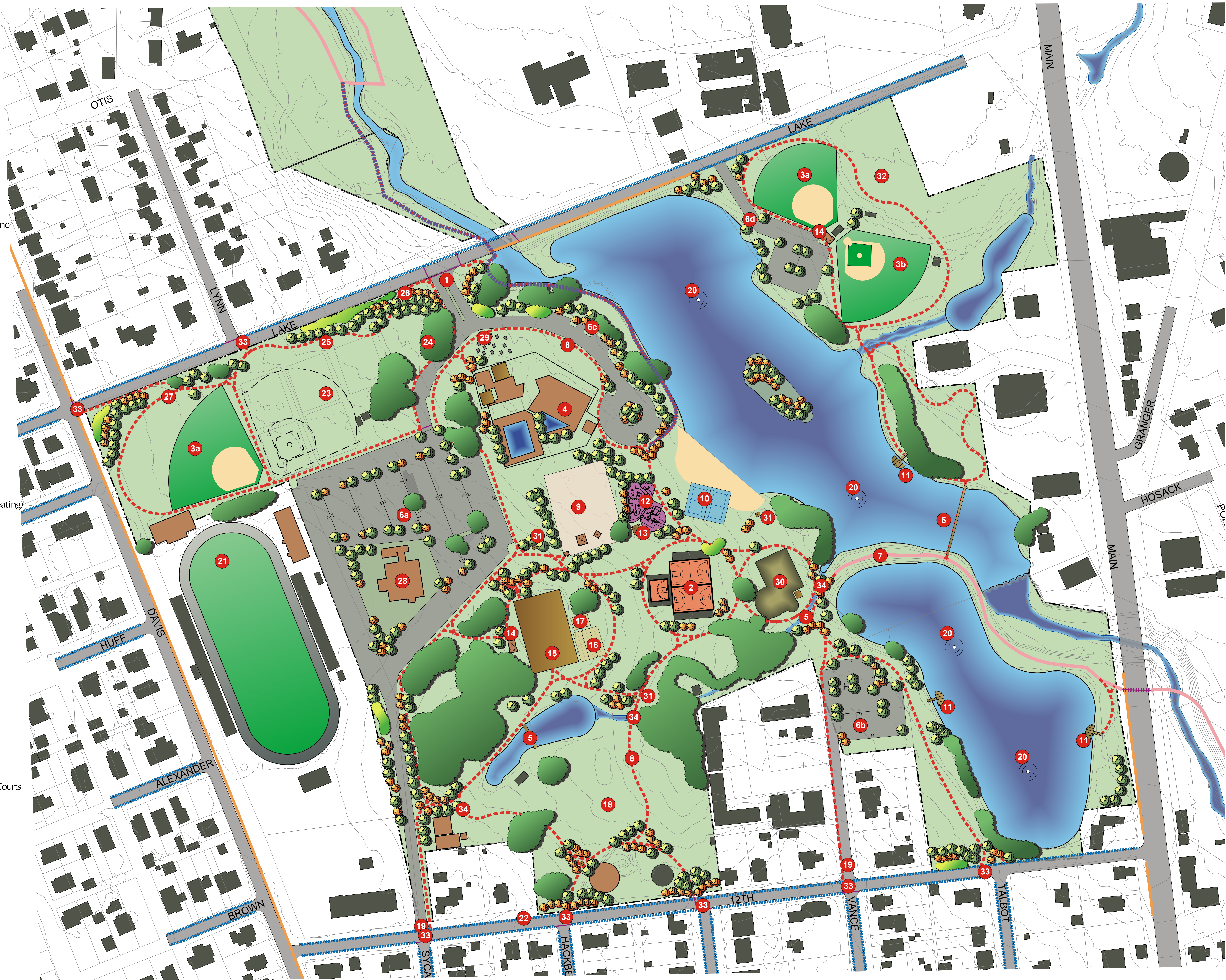
- 18a. [Attachment 1: 2005 Murphy Park Plan](#)
- 18b. [Attachment 2: 2005 Robinson Park Plan](#)
- 18c. [Attachment 3: 2005 Bull Branch Hike & Bike Trail Plan](#)
- 18d. [Attachment 4: Sample of Maintenance & Operation Plan](#)

MURPHY PARK

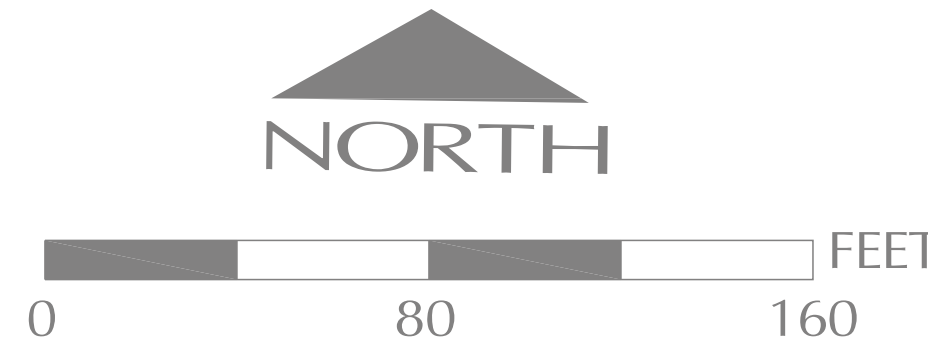
CONCEPT A: "A UNIFIED PARK"

- 1 Main Entrance
- 2 Proposed Basketball Courts (2) & 1/2 court NBA/College 3 point line (court can double as a youth roller hockey rink)
- 3 Existing Practice Fields
 - a) Practice Girls Softball Fields
 - b) Practice Little League Fields
- 4 Existing Swimming Pool and Splash Pad
- 5 Pedestrian Bridge Over Pond (to be rehabilitated)
- 6 Parking Lots
 - a) 312 spaces
 - b) 71 spaces
 - c) 35 spaces
 - d) 52 spaces
- 7 Existing Decomposed Graine Trails
- 8 Proposed Decomposed Granite Trails
- 9 Existing Putt-Putt Golf Area
- 10 Proposed Sand Volleyball (2)
- 11 Proposed Fishing Piers (3)
- 12 Proposed Playgrounds (separated by age group with centralized seating)
- 13 Covered Picnic Shelters
- 14 Existing New Restrooms
- 15 Existing Pavilion
- 16 Proposed Horseshoe Pits
- 17 Proposed Washer Pits
- 18 Open Space or Possible Botanical Garden
- 19 Secondary Entrance
- 20 Fountains in Pond
- 21 Existing Football Stadium
- 22 Proposed Sidewalk
- 23 Proposed Practice Field (Little League) to replace existing Tennis Courts
- 24 Existing Trees
- 25 Proposed Shade Trees
- 26 Proposed Ornamental Trees
- 27 Proposed Shrubs
- 28 American Legion Hall
- 29 Sculpture Garden
- 30 Proposed Skate Park
- 31 Proposed Covered Picnic Tables (5)
- 32 Property Approved for Sale by City
- 33 Crossings/Signage/Signals
- 34 Trail Low Water Crossings

**Trash receptacles, benches and water fountains will be located throughout the park and trails as well to facilitate all of the residents' needs.



RECREATIONAL FACILITIES AND PARKLAND OF TAYLOR



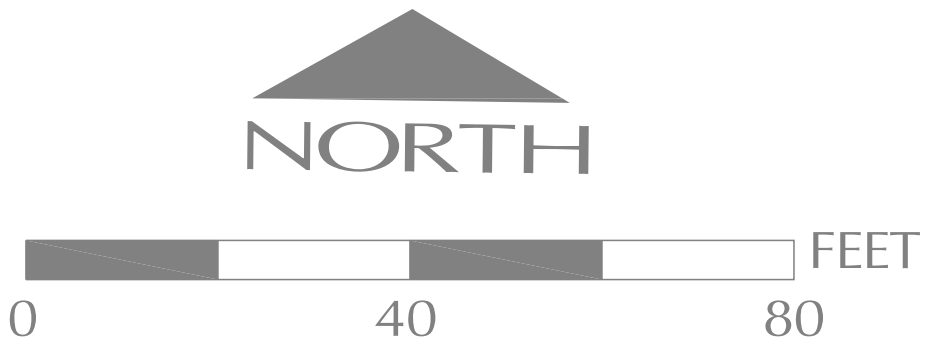
ROBINSON PARK

- 1 Main Entrance
- 2 Proposed Parking a) 74 spaces
b) 35 spaces
- 3 Proposed Drop Off Area
- 4 Proposed Pavillion and Stage
- 5 Proposed Handicap Ramp
- 6 Arbor/Shade Structure for Pool
- 7 Proposed Amphitheatre Seating
- 8 Proposed Park Hike and Bike Trails
- 9 Proposed Pedestrian Bridge
- 10 Proposed Playscape (includes 2 separate play areas and central seating)
- 11 Proposed Basketball Courts with lighting
- 12 Proposed Splash Pad/Pool/Water Feature
- 13 Proposed Covered Picnic Shelters (4)
Cover Select Existing Picnic Tables as Well
- 14 Existing Trails
- 15 Proposed Sign Locations
- 16 Secondary Entrance
- 17 Existing Basketball Courts, proposed improvements including lighting
- 18 Proposed/New Restrooms
- 19 Proposed Ornamental Trees
- 20 Proposed Shade Trees
- 21 Proposed Open Space
- 22 Existing Playing Field, Proposed Regrading
- 23 Existing Dr. Dickey Memorial
- 24 Proposed Lighting for better Safety
- 25 Existing Softball Field -Proposed lighting improvements and adjustable
bases for a variety of age groups
- 26 Proposed Sand Volleyball with lighting
- 27 Perimeter Image Enhancement
- 28 Existing/Proposed Pool and Pool House
- 29 Horseshoe and Washer Pits (2 of each)
- 30 City Wide Hike and Bike Trail
- 31 Community Center Parking Lot Improvements (29 spaces total)
- 32 Existing Community Center Building
- 33 Proposed Basektball Court (this would extend the courts into a roller hockey rink)



RECREATIONAL FACILITIES AND PARKLAND OF TAYLOR

**Improvements to drainage need to be made to help minimize flooding and stagnant water (also will help with the odors)
**Trash receptacles, benches and water fountains will be located throughout the park and trails as well to facilitate all of the residents' needs.





**BULL BRANCH HIKE & BIKE TRAIL
OVERALL TRAIL PLAN**

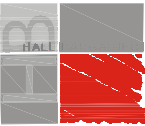


MAY 2005



- LEGEND**
- PARKS
 - PONDS, WATER COLLECTION
 - FLOOD PLAIN
 - RIVERS/CREEKS
 - EXISTING TRAILS
 - PROPOSED CONCRETE TRAILS
 - PROPOSED DECOMPOSED GRANITE TRAIL

Graphics Provided by:

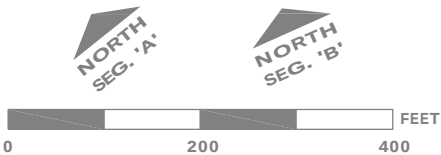


planning &
landscape architecture
512.238.8912 phone

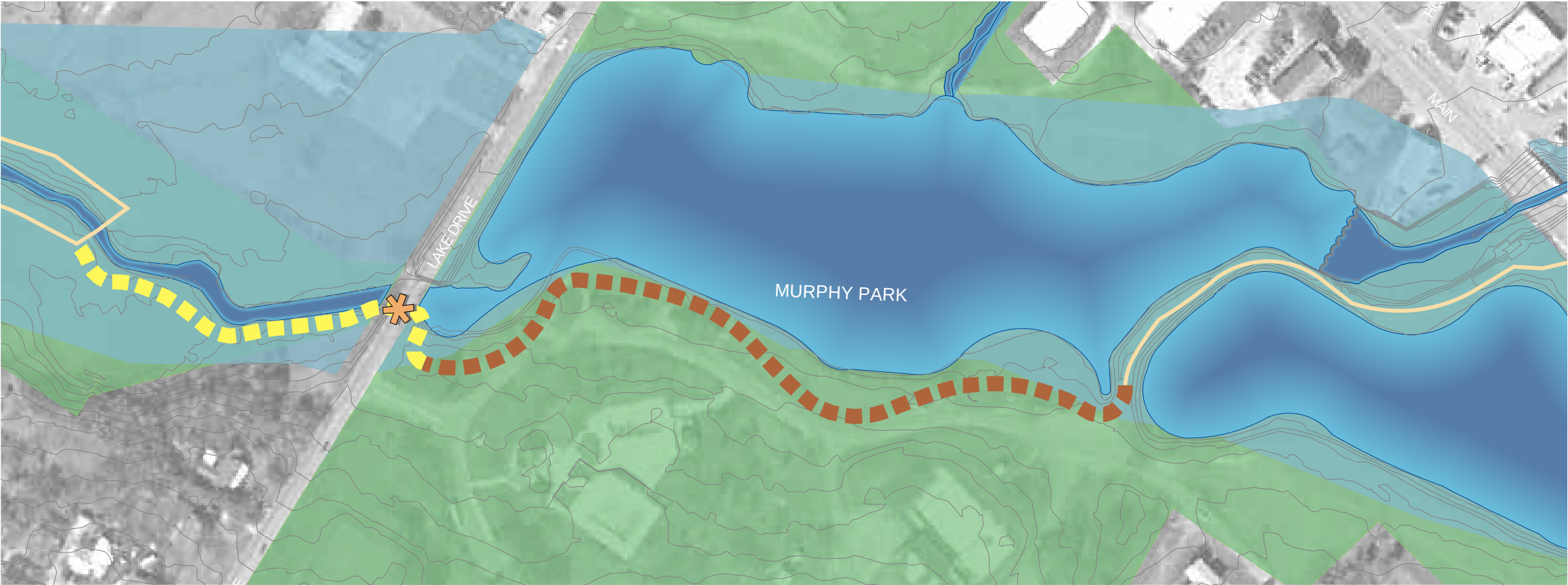
**BULL BRANCH HIKE & BIKE TRAIL
DETAIL TRAIL PLAN**



MAY 2005



- LEGEND**
- PARKS
 - PONDS, WATER COLLECTION
 - FLOOD PLAIN
 - RIVERS/CREEKS
 - EXISTING TRAILS
 - PROPOSED CONCRETE TRAILS
 - PROPOSED DECOMPOSED GRANITE TRAIL
 - PROPOSED TRAIL UNDERPASS
 - PROPOSED CROSSWALK



SEGMENT 'A'
(0.36 MILES / 1,944 LF)



SEGMENT 'B'
(0.44 MILES / 2,318 LF)

Graphics Provided by:



LOCATIONS & TASKS	UNIT	TOTAL UNITS	HRS/UNIT	FREQUENCY PER YEAR	TOTAL #HRS	# STAFF	PERSONNEL TYPE
<u>Park Entries Gate house</u>							
Staff Entry	booth	1	12.5	345	4312.5	2.07	O
Restroom Cleaning	Stalls	0	0.17	345	0	0.00	C
Mowing (Class A)	Acre	4.28	0.5	36		0.00	C
Trimming (Edging)	1000LF	7.5	1	36		0.00	C
Tree Trimming	Acre	0.25	8	2		0.00	M
Trail Maintenance (Concrete)	Mile	0.09	0.5	36		0.00	M
Trail Maintenance (Granite)	Mile	0	4	12	0	0.00	M
Parking	Spaces	6	0.01	12		0.00	M
Sign Maintenance	Each	12	0.1	12		0.00	M
Trash Containers	Each	0	0.05	52	0	0.00	M
Litter Control	Acre	0.33	0.5	345		0.00	M
Direct Personnel Hours					4312.5	2.07	
Indirect Personnel Costs and Hours (Admin, Travel, Preparation, Repairs, Training) 20%					862.5	0.41	
Paid Time Off (Holidays, Vacation, Sick) 13.85%					597.28	0.29	
TOTALS (Direct and Indirect Personel Hours)					5772.28	2.78	
LOCATIONS & TASKS	UNIT	TOTAL UNITS	HRS/UNIT	FREQUENCY PER YEAR	TOTAL #HRS	# STAFF	PERSONNEL TYPE
<u>Equestrian</u>							
Indoor Arena Conditioning	60000 sf	3	4	50	600	0.29	M
Light Maint							
Restroom Cleaning/Flush	Stalls	6	0.17	208		0.00	C
Horse Stall Maint/Horse wash area	Stalls	7	0.17	208		0.00	C
Mowing	Acre	0	0.5	12	0	0.00	C
Trimming (Edging)	1000LF	0	1	4	0	0.00	C
Tree Trimming	Acre	0	16	6	0	0.00	M
Trail Obstacle Maintenance	Each	4	1.5	50	300	0.14	M
Trail Maintenance (Native)	Mile	6	2	50	600	0.29	M
Parking	Spaces	0	0.01	12	0	0.00	M
Sign Maintenance	Each	0	0.25	12	0	0.00	M
Trash Containers	Each	0	0.05	52	0	0.00	M
Litter Control	Acre	2	0.5	104	104	0.05	M
Direct Personnel Hours					1604	0.77	
Indirect Personnel Costs and Hours (Admin, Travel, Preparation, Repairs, Training) 20%					320.8	0.15	
Paid Time Off (Holidays, Vacation, Sick) 13.85%					222.15	0.11	
TOTALS (Direct and Indirect Personel Hours)					2146.95	1.03	
LOCATIONS & TASKS	UNIT	TOTAL UNITS	HRS/UNIT	FREQUENCY PER YEAR	TOTAL #HRS	# STAFF	PERSONNEL TYPE
<u>Garey Play Ranch</u>							
Play Maint	Each	1	2	156	312	0.15	M
Splash Pad	Each	1	0.5	66	33	0.02	M
Playscape Inspection (High)	Each	1	1	52	52	0.03	M
Playscape Inspection (Low)	Each	1	4	12	48	0.02	M
Restroom Cleaning High	Stalls	8	0.17	345			C
Restroom Cleaning Low	Stalls	8	0.07	150			C
Pavilion lg	Each	1	0.75	52	39	0.02	M
Pavilion sm	Each	4	0.5	26	52	0.03	M
Mowing Class A (play/dog/open/maint/eq/rd)	Acre	17.5	0.5	36			C
Trimming (play/dog/open/maint/eq/rd)	1000LF	29.4	1	36			C
Blower Maintenance	1000SF	328	0.05	36			C
Bench Maintenance							
Tree Trimming	Acre	2	8	2		0.00	M
Irrigation		0					
Bench Maintenance	Each	0	0.5	2	0	0.00	M
Trail Maintenance (Concrete)	Mile	0	0.5	12	0	0.00	M
Trail Maintenance (Granite)	Mile	0	4	12	0	0.00	M
Parking	Spaces	0	0.01	12	0	0.00	M
Sign Maintenance	Each	0	0.25	12	0	0.00	M
Splash Pad	Each	0	0.5	12	0	0.00	M
Trash Containers	Each	0	0.05	52	0	0.00	M
Litter Control(play/dog/open/maint/eq/rd)	Acre	6	0.5	345	1035	0.50	M
Fence Maint							
Direct Personnel Hours					1571	0.76	
Indirect Personnel Costs and Hours (Admin, Travel, Preparation, Repairs, Training) 20%					314.2	0.15	
Paid Time Off (Holidays, Vacation, Sick) 13.85%					217.58	0.10	
TOTALS (Direct and Indirect Personel Hours)					2102.78	1.01	



City Council Meeting September 26, 2019 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 19
Agenda Title: **Consider Memorandum of Understanding with Taylor Conservation and Heritage Society**

Council Action to be taken: Consider Approval of MOU

Department Submitted: Finance

Staff Contact: Jeffrey Wood, Director of Finance

1. PURPOSE/DESCRIPTION

To approve a Memorandum of Understanding (MOU) between the City and the Taylor Conservation and Heritage Society (TCHS). This MOU is required to facilitate the processing of a grant from the Meadows Foundation and the payment of invoices from grant proceeds for the construction of the Dickey-Givens Center.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The TCHS has applied for and received a funding commitment from the Meadows Foundation for a one-to-one matching grant of \$70,000 to assist in the re-construction of the Dickey-Givens Community Center. The City of Taylor will provide the matching funds, however, the stipulations of the grant require the TCHS to hold the funds in their bank account and to expend the grant money. The attached MOU is intended to accomplish this process in an orderly and appropriate manner.

3. STAFF ANALYSIS (How and Why)

Staff have worked with the TCHS and Langford Community Management Services to coordinate efforts to apply and secure this funding from the Meadows Foundation. The MOU was developed to provide an understanding between the parties as to how the expenditure of the funds must be accomplished to conform to the City purchasing and accounting practices.

4. RECOMMENDATION

Staff recommends that Council approve the MOU so that the funding from the Meadows Foundation can be secured and expended on the Dickey-Givens Community Center project.

5. FUNDING SOURCE

The matching funds will come from fund balance that has been reserved for the Dickey-Givens Community Center project

6. TIMELINE

N/A

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

8. ATTACHMENTS

19a. [Memorandum of Understanding](#)

MEADOWS FOUNDATION – DICKEY-GIVENS COMMUNITY CENTER

**MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN
CITY OF TAYLOR AND THE TAYLOR CONSERVATION AND HERITAGE SOCIETY**

This Agreement is entered into in accordance with the provisions of the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code) by the City of Taylor (hereafter “City”), and the Taylor Conservation and Heritage Society (hereafter “TCHS”), made effective as of the ____ day of September, 2019.

WHEREAS, the Taylor Conservation and Heritage Society is a 501(c)(3) non-profit organization,

WHEREAS, the TCHS has applied for and received a funding commitment from the Meadows Foundation for a one-to-one matching grant of \$70,000 to assist in the re-construction of the Dickey-Givens Community Center;

WHEREAS, the City of Taylor intends to partner with TCHS to assure the Meadow Funds are spent on the construction of the community center; pursuant to the CDBG-DR Grant Program and Federal Register Notice (83 Fed. Reg. 5844);

WHEREAS, the City of Taylor will include the Meadows Funds as part of construction funds for the Dickey-Givens Center and expend them as agreed upon in the Meadows-TCHS grant contract;

WHEREAS, The City of Taylor will construct the Dickey-Givens Center in Fannie Robinson Park;

PURPOSE: THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO PROVIDE FOR A PROCESS BETWEEN THE CITY AND THE TCHS TO ASSURE THE APPROPRIATE EXPENDITURE OF FUNDS.

TERMS: TCHS WILL COMPLY WITH THE POLICIES AND PROCEDURES FOR USE OF THE CITY’S FUNDS. THE CITY WILL COMPLETE THE TRANSFER OF \$70,000 IN MATCHING FUNDS TO THE TCHS/MEADOWS PROJECT BANK ACCOUNT PRIOR TO NOVEMBER 30, 2019. AS THE CITY BIDS OUT THE PROJECT, THE TCHS WILL WRITE A MAXIMUM OF THREE CHECKS TO THE SELECTED CONTRACTOR(S) TO PAY FOR A PORTION OF THE CONSTRUCTION OF THE DICKEY-GIVENS COMMUNITY CENTER. ONCE THESE INVOICE(S), THAT TOTAL NOT MORE THAN \$140,000, ARE PAID, THE TCHS WILL PROVIDE CANCELLED CHECKS AND BANK STATEMENTS TO THE CITY AS PROOF OF PAYMENT.

UPON COMPLETION OF THE NEW COMMUNITY CENTER, THE CITY WILL OWN, MAINTAIN AND OPERATE THE FACILITY.

BE IT THEREFORE AGREED AS FOLLOWS:

This Memorandum of Understanding (hereinafter the “MOU”) is effective as of the ____ day of _____, 2019, and will terminate sixty (60) days after the Meadows funds, with matching funds, have been expended.

The CITY, in cooperation with the TCHS, will be responsible for entering into contract(s) with

architects and engineers, whose fees will be inclusive of the allocated grant funds, for the design of the building and site. The architects and engineers will design the PROJECT and supervise all construction and will follow and complete all CDBG requirements and State laws with respect to, but not limited to, the bidding/contracting process and ensuring compliance with all Labor Standards (Davis-Bacon wage rate) requirements.

The CITY will be responsible for contracting with an administrative /management consultant firm for the overall administration of the grant activities.

It is understood that the CITY remains responsible for the CDBG PROJECT throughout the grant period and will, for a minimum of twenty (20) years, continue to use the Center for its intended purpose, and through the full audit period per CDBG requirements. Both parties acknowledge that the CITY will not be liable for any future claims or damages that may result from the PROJECT.

This Memorandum of Understanding, for the purpose of administering the CDBG and Meadows Foundation Dickey-Givens Community Center Project contracts, is the complete agreement between the CITY and the TCHS.

IN WITNESS WHEREOF, The City of Taylor and the Taylor Conservation and Heritage Society hereto have caused this MOU to be duly executed on the day and year indicated below:

BY: The City of Taylor:

City Manager of Taylor, Texas

BY: The Taylor Conservation and Heritage Society

President of TCHS, Texas

Witnessed and signed before me on this _____ day of _____, 2019.

Name