

AGENDA

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

JULY 28, 2022, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. Recognition of Taylor Main Street as a 2022 Accredited Main Street America™ Program by Main Street America and the Texas Main Street Program. (Jan Harris)

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.)

CONSENT AGENDA

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

2. Approve minutes from the July 14, 2022 regular City Council meeting, July 19, 2022 special called City Council meeting, and the July 21, 2022 special called City Council meeting. (Dianna McLean)
3. Ratify City Manager's re-appointment of Kimberly Hill to the Civil Service Commission. (LaShon Gros)
4. Consider changing Civil Service Commissioners term dates. (LaShon Gros)
5. Consider Ordinance 2022-24 to amend the FY 2022 Budget. (Jeff Wood)
6. Consider Resolution R22-20 approving a Memorandum of (MOU) between the Taylor Independent School District and the Taylor Police Department Concerning the School Resource Officer positions. (Chief Fluck)
7. Consider agreement between Williamson County and City of Taylor for use of Community Development Block Grant Coronavirus (CDBG-DV) Funding for Highland Drive waterline replacement and authorize the City Manager or his designee to execute the agreement. (Jeff Jenkins)
8. Consider agreement between Langford Community Management Services and City of Taylor for grant administration services with Community Development Block Grant FY2020 and FY2021 Coronavirus (CDBG-DV) Funding and authorize the City Manager or his designee to execute the agreement. (Jeff Jenkins)
9. Consider approving contract with MVBA for Collection of Municipal Court Fines and Fees. (Jeff Jenkins)
10. Consider approving contract with MVBA for Collection of Delinquent Utility Bills. (Jeff Jenkins)
11. Consider purchase of replacement fire department vehicle. (Daniel Baum)

PUBLIC HEARINGS / ORDINANCES

12. Introduce Ordinance 2022-29 entitled "Right-of-Way Management" repealing and replacing existing Chapter 25, Article II – Street Cuts of the Code of Ordinances. (Brian LaBorde)

13. Hold a public hearing and introduce Ordinance 2022-25 regarding a request to amend Ordinances 2019-28 and 2022-14, RCR-Taylor Logistics Park Commercial Planned Development, consisting of approximately 756.00 acres of land, located at 201 FM 3349, more particularly described by Williamson Central Appraisal District Parcels R019173, R019450, R349685, R435559, R435560, R586971, R586972, R586973, R586974, R605658, R605702, R619617, and R621879, part of and out of the Watkins Nobles Survey, Abstract No. 484 and James C. Eaves Survey, Abstract No. 213, Taylor, Williamson County, Texas. (Tom Yantis)
14. Hold a public hearing and introduce Ordinance 2022-26 regarding PZ-2022-1413, a change of zoning on approximately 27.89 acres addressed as 1910 CR 452, from Single-Family Residential Zoning District (R-1) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD). (Tom Yantis)
15. Hold a public hearing and introduce Ordinance 2022-27 regarding a request to amend the Future Land Use Map designation of approximately 75.29 acres of land, addressed as 14501 and 14511 US 79, more particularly described by Williamson Central Appraisal District Parcels R019338, R019992, R020101, and R020102, consisting of Lots 1-14, Block 4 and Lots 1-15, Block 5, John O. Baker Subdivision, part of and out of the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas. (Tom Yantis)
16. Hold a public hearing and introduce Ordinance 2022-28 regarding a request to amend the designations on the Future Land Use and Growth Sectors Maps for land consisting of approximately 61.54 acres, located north of the end of Rydell Lane and the beginning of CR 398, more particularly described by Williamson Central Appraisal District Parcels R019617 and R406296, part of and out of the Samuel Pharrass Survey Abstract No. 496, Taylor, Williamson County, Texas. (Tom Yantis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

17. Update on 2021/2022 Waste Connections Sanitation Program. (Jim Gray)
18. Consider Ordinance 2022-30 Authorizing The Issuance Of The City Of Taylor, Texas Limited Tax Note, Series 2022; Approving A Paying Agent/Registrar Agreement, Prescribing The Form Of The Note; Levying An Ad Valorem Tax To Pay The Note; Awarding The Sale Thereof; And Enacting Other Provisions Relating Thereto. (Jeff Jenkins)
19. Consider approving six-month lease agreement extension with Taylor American Legion in Murphy Park. (Jeff Jenkins)

The City Council may take action on any executive session item listed on this agenda after they reconvene into regular session.

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) Taylor FM973 LLC, ETJ release petition.
- b) Petition for Services Otherwise Provided by North Fork MUD, Rummel & Rohde

20. Reconvene into open session and take any action.

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 July 25, 2022 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 7-25-22
Dianna McLean, City Clerk



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 1

Agenda Title: **Recognition of Taylor Main Street as a
2022 Accredited Main Street America™
Program by Main Street America and the Texas Main
Street Program**

Council Action to be taken: Receive as Information

Department Submitted: Main Street

Staff Contact: Jan Harris, Main Street Manager

1. PURPOSE/DESCRIPTION

The purpose of this item is to recognize the achievement of the Taylor Main Street Board and Staff in being named a 2022 Accredited Program for meeting the Standards of Performance in 2021 by Main Street America, a nonprofit subsidiary of the National Trust for Historic Preservation and the Texas Main Street Program.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Taylor Main Street has been designated as an Accredited Main Street America™ program for meeting rigorous performance standards. Each year, Main Street America and its partners announce the list of Accredited programs to recognize their exceptional commitment to preservation-based economic development and community revitalization through the Main Street Approach™.

Taylor is one of only 863 Main Street Programs in the United States to receive this recognition. There are over 2,000 Main Street programs across 42 states.

In 2021, Main Street America programs generated \$5.76 billion in local reinvestment, helped open 6,601 net new businesses, generated 30,402 net new jobs, catalyzed the rehabilitation of 10,595 historic buildings, and leveraged 1,427,729 volunteer hours. On average, for every dollar that a Main Street program spent to support their operations, it generated \$19.34 of new investment back into Main Street communities.

Taylor Main Street's performance is annually evaluated by The Texas State Main Street Office housed in the Texas Historic Commission, which works in partnership with Main Street America to identify the local programs that meet rigorous national performance standards. Evaluation criteria determines the communities that are building meaningful

and sustainable revitalization programs and include standards such as, fostering strong public-private partnerships, supporting small and locally owned businesses, and actively preserving historic places, spaces, and cultural assets.

The 2021 business statistics for the Main Street Program District are impressive. There was a net gain of 8 new businesses either opening or relocating to the district. Private sector commercial property improvements totaled \$482,712.00 while 6 downtown properties sold for \$1,799,000.00.

Taylor Main Street is a grassroots effort of economic revitalization through historic preservation. Taylor Main Street volunteers logged 2,570 volunteer hours in 2021. The value of a volunteer hour as determined by the Non-Profit Leadership Center is \$29.95. This means that the volunteer hours logged by and on behalf of the Taylor Main Street Program has a value of \$76,971.50. The grand total for the 2021 economic impact of economic development through historic preservation for the downtown Taylor Main Street Program district is \$2,358,683.00.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Main Street is a grassroots program of economic development through historic preservation. • The Main Street Approach is a time-tested framework for community-driven, comprehensive revitalization. • Dollar for dollar, Main Street has proven itself to be one of the most impactful, cost-effective community revitalization models in the country. • Main Street empowers communities set their own destinies. While revitalization is challenging work, the Main Street program offers a roadmap for locally-owned, locally-driven prosperity. Across the country, thousands of communities have used the Main Street Approach to transform their economies, leverage local leadership, and improve overall quality of life. • Taylor has been a Texas Main Street City since 1999.	• There is currently no known cons.

4. RECOMMENDATION

Staff encourages the City Council to continue its support of the Taylor Main Street Advisory Board and the Program's continued efforts to strengthen and support the local small business economy through the ongoing utilization of Main Street Four Points™: Organization, Promotion, Design, and Economic Vitality.

5. FUNDING SOURCE

The Main Street Program is generously funded by the General Fund and by money raised in the Main Street Revenue Fund.

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

N/A



City Council Meeting *July 28, 2022* *Transmittal Letter*

STRATEGIC PILLAR

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

Agenda Item #: 2

Agenda Title: Approve minutes from the July 14, 2022 regular Council meeting, the July 19, 2022 special called Council meeting, and the July 21, 2022 special called Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Dianna McLean

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

- 2a. [July 14, 2022 minutes](#)
- 2b. [July 14, 2022 minutes Special called](#)
- 2c. [July 19, 2022 minutes](#)
- 2d. [July 21, 2022 minutes Budget workshop](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
July 14, 2022 at 6:00 p.m.

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

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

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Ted Hejl, City Attorney
Dianna McLean, City Clerk

INVOCATION / MOMENT OF REFLECTION

Judge Gravell gave the invocation.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. Parks and Recreation Month proclamation

Councilmember Drummond read the proclamation and presented it to the Parks & Recreation staff.

CITIZENS COMMUNICATION

Jay Howard, 1220 Carl Rd., Creedmoor Tx. – representative from Texas Disposal Systems.

Introduced himself and requested Council keep his business in mind for future services.

Jackie Krueger, 2704 Kelly – asked if Council has done anything about the low fire hydrant pressure and requested Council listen to their constituents.

Jennifer Harris, 500 Burkett St. – requested the City's support in cleaning and rebuilding the Dr. Dickey home site that recently burned.

Judy Davis, representative from Texas Historical Foundation – finding ways to support the Dickey Museum and get it rebuilt; commended Jennifer Harris for her commitment to the project.

Alexandria Farrar, 2105 Bel Air Dr. – concerned about over population of Egrets and inquired about what the Council can/will do about it.

CONSENT AGENDA

- 2. Approve minutes from the June 23, 2022 regular Council meeting and the July 27, 2022 special called joint meeting with TEDC.**
- 3. Concur with preliminary financials for May 2022.**
- 4. Consider approving purchase of a Rosco Maximizer Asphalt Distributor, a Freightliner M2-106 Dump Truck, and a 2022 Chevrolet Silverado 3500HD Dump Bed.**
- 5. Consider Ordinance 2022-12 designating Reinvestment Zone No. Nine (9).**

Councilmember Ariola requested to pull item #5 for separate consideration.

Motion was made by Councilmember Garcia to approve consent agenda items 2, 3, and 4 as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

5. **Consider Ordinance 2022-12 designating Reinvestment Zone No. Nine (9).**

Councilmember Ariola asked for clarification on what this ordinance does. City Manager stated this adds additional property to the zone, extends the boundary for personal property.

Motion was made by Councilmember Garcia to adopt Ordinance 2022-12 as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried 3 to 2 with Councilmember Ariola and Councilmember Drummond opposing.

PUBLIC HEARING/ORDINANCES

6. **Hold a public hearing and introduce Ordinance 2022-23 amending and expanding the boundaries of Tax Increment Reinvestment No. Two (2).**

Brian LaBorde, City Manager – Samsung has submitted a request to amend the boundaries of the existing Reinvestment Zone # 2, to incorporate more properties purchased after the original ordinance was passed in September.

Mayor Rydell opened the public hearing at 6:28p.m. With no one appearing, the public hearing was closed at 6:28p.m.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2022-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, AMENDING ORDINANCE NO. 2021-30 DESIGNATING TAX INCREMENT REINVESTMENT ZONE NO. TWO, CITY OF TAYLOR, BY EXPANDING THE BOUNDARIES OF THE ZONE; CONTAINING FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

First reading. No action was taken.

7. **Introduce Ordinance 2022-24 amending the FY 2022 Budget.**

Jeff Wood, Finance Director - This budget amendment would allow the budget to reflect actual financial activity including changes in the budget related to unbudgeted expenditures and revenues.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2022-24

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2022-05 ADOPTED ON JANUARY 27, 2022, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AND OTHER CITY FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE

AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

8. **Discuss, consider and take appropriate action authorizing the Mayor to execute a Chapter 380 Economic Development Incentive Agreement; Project Funding Agreement; First Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement; First Amendment to Development Agreement; and First Amendment to Development Review Reimbursement Agreement with Samsung Austin Semiconductor, LLC.**

Brian LaBorde, City Manager – Two new agreements are being introduced with one being a CH 380 agreement to allow incentive payments from use tax generated by Samsung on their properties and the other a Project Donation agreement with Samsung donating and escrowing all costs associated with the installation of water and sewer utilities to their site. Also, amendments to existing agreements: CH 212 Development Agreement, Development Review Reimbursement Agreement (DRRA), and CH 311 are being introduced to clean up and help clarify some entitlements and language ambiguity.

Mayor Rydell introduced Jessie Ancira, representative of Samsung – asked Council for favorable consideration on the agreements.

Mayor Rydell adjourned the meeting to go into executive session at 6:41p.m.

Mayor Rydell reconvened into open session at 7:42p.m.

Motion was made by Councilmember Garcia to authorize the Mayor to enter into the agreements as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried 4 to 1 with Councilmember Ariola opposing.

9. **Discuss, consider, and take appropriate action to authorize an Economic Development Performance Agreement between the Taylor Economic Development Corporation and Samsung Austin Semiconductor, LLC.**

Mark Thomas, TEDC President – Council is to consider an incentive agreement between Taylor EDC and Samsung. This agreement (Performance Agreement) is the companion piece to the city's portion of the sales tax sharing agreement.

Motion was made by Councilmember Garcia to approve the Economic Development Performance agreement between Taylor EDC and Samsung as presented. Motion was seconded by Councilmember Drummond. Motion carried 4 to 1 with Councilmember Ariola opposing.

10. **Consider Authorizing the Award of Contract for the North Pump Station Improvements.**

Kelly Kaatz, HDR Engineering - The Samsung project requires system-wide water upgrades to meet the demands. Part of the upgrades are improvements to the North Pump Station. There were 4 bids received with three considered responsive. HDR recommends award to CSA Construction.

Motion was made by Councilmember Garcia to award the bid to CSA Construction in the amount of \$2,124,640.00 and authorize the City Manager to execute the contract contingent upon execution of all agreements listed in item #8 above. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

11. Introduce the Preliminary Budget for Fiscal Year 2023.

Jeff Wood, Finance Director – presented the FY 2023 preliminary budget and briefly went over the budget. The FY 2023 budget represents a significant increase from the original FY 2022 budget. This size of this increase results from operational cost increases due to inflationary pressures, compensation increases due to competitive market pressures, and the anticipation of significant one-time construction tax revenues as reflected in the Packages details of the budget.

Motion was made by Councilmember Drummond to accept the preliminary budget as presented as a basis for further discussion. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

Mayor Rydell read the executive session items and adjourned into closed session at 8:21p.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. Samsung agreements
- b. Project Clean

12. Reconvene into open session and take any action.

Mayor Rydell reconvened into open session at 8:45p.m. No action was taken.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 8:45p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

City of Taylor
Special Called City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
July 14, 2022 at 6:30 p.m.

Directly following the regularly scheduled Council meeting at 6:00p.m.

Mayor Rydell declared a quorum and called the meeting to order at 8:45p.m. with the following present:

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

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Ted Hejl, City Attorney
Dianna McLean, City Clerk

CITIZEN COMMUNICATION

There were no citizen communications.

REGULAR AGENDA

1. **Consider Ordinance 2022-23 amending and expanding the boundaries of Tax Increment Reinvestment No. Two (2).**

Brian LaBorde, City Manager – this is the second reading for this ordinance.

Motion was made by Councilmember Garcia to adopt Ordinance 2022-23 as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried 4 to 1 with Councilmember Ariola opposing.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 8:46p.m.

ATTEST:

Brandt Rydell, Mayor

Dianna McLean, City Clerk

City of Taylor
Special Called City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
July 19, 2022 at 6:30 p.m.

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

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

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Dianna McLean, City Clerk

CITIZEN COMMUNICATION

There were no citizen communications.

REGULAR AGENDA

1. Discussion regarding the Development Services permitting statistics, processes and regulations.

Tom Yantis, Development Services Director – gave a presentation on the state of the department, what has been done since 2018, causes for ongoing community frustrations, and what improvements still need to be made.

Motion was made by Councilmember Garcia to receive the Development Services permitting presentation as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 7:38p.m.

ATTEST:

Brandt Rydell, Mayor

Dianna McLean, City Clerk

City of Taylor
Special Called City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
July 21, 2022 at 6:30 p.m.

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

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

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Dianna McLean, City Clerk

CITIZEN COMMUNICATION

There were no citizen communications.

REGULAR AGENDA

1. **Conduct Budget Workshop #1 for the FY 2023 Preliminary Budget.**
Jeff Wood, Finance Director – gave a presentation on and went over the FY2023 proposed budget. Councilmember Garcia recommended adding \$10,000 to support a warming/cooling station during inclement weather.

Workshop for discussion only. No action was taken.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 7:39p.m.

ATTEST:

Brandt Rydell, Mayor

Dianna McLean, City Clerk



***City Council Meeting
July 28, 2022
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 3
Agenda Title: Ratify City Manager's re-appointment of Kimberly Hill to the Civil Service Commission.

Council Action to be taken: Ratify re-appointment

Department Submitted: City Manager/Human Resources

Staff Contact: Brian LaBorde, City Manager
LaShon Gros, Director, HR & Civil Service

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

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

Mr. LaBorde is recommending the re-appointment of Ms. Kimberly Hill. Her application is attached for your review. There were no other applications submitted to fill this position.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

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

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
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Do not confirm the City Manager's appointment and continue soliciting applicants.

8. ATTACHMENTS

3a. [Kimberly Hill's application](#)

3b. [Board roster](#)



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

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

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

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

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

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

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

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

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

Signature

Kimberly Hill

Date

June 6, 2019

Civil Service Board 7-2022				
Willing to be reappointed?	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
	3	Tammy Sharp 611 Sloan Street (C) 831-214-1778 tammyannesharp@gmail	2-2022	2-2025
	3	Carey Gambrell 1607 Tammi Lane Taylor, TX. 76574 (H) 512-309-4789 (C) 512-657-2346 coccarey@gmail.com	8-2021	7-2024
	3	Kimberly Hill 216 W. 10 th St. (C) 269-3763 Chember.hill@gmail.com	7-2019	7-2022

Staff liaison: LaShon Gros

Members: 3

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

Appointed by: City Manager, ratified by Council

Meets: As needed.



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 4
Agenda Title: Consider Civil Service Commissioners' Term Dates

Council Action to be taken: Consider changing Civil Service Commissioners term dates

Department Submitted: Human Resources

Staff Contact: LaShon Gros, Human Resources Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is for Council to consider approving changes to the City of Taylor's Firefighters' and Police Officers' Civil Service Commissioners term dates.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year.

The current commissioners three years terms starting and ending in July. Texas Local Government Code 143.006 (e) states "Each January, the members shall elect a chairman and a vice-chairman. The commissioners' terms and the elections do not align.

With the terms currently different from the election cycle, the committee could possibly vote in a chairman or vice-chairman whom term will end in 6 months. This would cause another election for an interim chairman or vice-chairman. Aligning the terms and election cycle provides stability in those positions for the year in which the individual is elected.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Stability in chair and vice-chair position.	Extension of current commissioners' terms for six months during conversion

4. RECOMMENDATION

Staff recommends changing the term dates to match the election dates.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 5
Agenda Title: Consider Ordinance 2022-24 Amending the FY2022 budget

Council Action to be taken: Consider Adoption of Ordinance 2022-24

Department Submitted: Finance Department

Staff Contact: Jeff Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider adoption of Ordinance 2022-24 amending the FY 2022 Budget.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Council has taken action and approved budget amendments in prior fiscal years. The FY2022 budget was originally adopted by Council on September 9, 2021 and amended January 27, 2022. Ordinance 2022-24 was introduced on July 14, 2022.

The purpose of this budget amendment is to have the budget reflect actual financial activity including changes in the budget related to unbudgeted expenditures and revenues. Financial activity during a fiscal year does not always match the anticipated revenues and expenditures approved during the budget development process, and amendments to individual accounts are needed to formally change the budgeted amounts of the affected accounts.

The two attachments to this request:

Ordinance No. 2022-24 – This is the official document that formalizes the adoption of the changes contained in Exhibit A.

Exhibit A – This attachment is part of the ordinance and specifies the items to be amended by fund and category.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Properly account for unplanned/emergency expenditures and the use of donated, grant, and bond funds. • Maintain efficient processing of purchase orders and accounts payable. • Adjust individual accounts to accurately reflect the fiscal year activity in the account.	• If unapproved, accounts will not accurately reflect the activity that has occurred in the account and some accounts would remain over expended.

4. RECOMMENDATION

Staff recommends that Council adopt Ordinance 2022-24 to amend the FY 2022 budget.

5. FUNDING SOURCE

Various funding sources as identified in Exhibit A.

6. TIMELINE

Immediate consideration is requested to allow for proper budget management.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

5a. [Ordinance 2022-24](#)

ORDINANCE NO. 2022-24

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2022-05 ADOPTED ON JANUARY 27, 2022, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AND OTHER CITY FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

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

SECTION 1.0: That the appropriations for the fiscal year beginning October 1, 2021 and ending September 30, 2022, for the support of the general government of the City of Taylor, Texas be amended for said term in accordance with the change in revenues and expenditures shown in the attached Exhibit A.

SECTION 2.0: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2021 and ending September 30, 2022.

SECTION 3.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 14th day of July, 2022.

PASSED, APPROVED, and ADOPTED this the ____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

Exhibit A FY21-22 Budget Amendment #2

Ordinance 2022-24

Adopted Budget	Amendment Amount	Amended Budget
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100 - General Fund

Revenue

310-121	City Sales Tax <i>Compensation study, fire engine repairs, staff retreat, copier charges, accounting services, animal control building, engineering services, banking fees, credit card fees, air quality, AMTRAK, master drainage plan, fuel increase, gradall rental</i>	\$ 4,250,000	\$ 375,870	\$ 4,625,870
320-157	Subdivision Development Fees <i>Comprehensive plan consultants, ordinance updates, development reviews/inspections</i>	\$ 175,000	\$ 305,000	\$ 480,000
340-267	Engineering/Inspection Fees <i>Engineering services</i>	\$ 40,000	\$ 40,000	\$ 80,000
420-329	Payment of Claims <i>Main Street light pole damage (insurance claim)</i>	\$ 2,500	\$ 9,680	\$ 12,180
430-336	Use of Restricted Fund Balance <i>New cat cages funded by prior year balance of donations</i> <i>Robinson Park LED lighting (Council approved 8/12/21)</i> <i>Valero Lighting Project (Quality of Life project)</i>	\$ -	\$ 10,500 \$ 119,895 \$ 59,750	\$ 190,145
440-359	Miscellaneous Donations <i>Music on Main donations received</i>	\$ 3,000	\$ 9,979	\$ 12,979
450-365	Transfer from Capital Projects Fund (2012 bond funds) <i>Water fountain</i>	\$ -	\$ 6,935	\$ 6,935

Total General Fund Revenue Adjustments

\$ 937,609

General Fund

xxx-414	Motor Vehicle Rental Fee <i>Increased fuel costs for multiple general fund departments</i>	\$ 296,000	\$ 98,210	\$ 394,210
xxx - General Fund (multiple departments)		\$ 296,000	\$ 98,210	\$ 394,210

City Manager

501-219	Miscellaneous Occasion <i>Staff strategic planning consultant/retreat</i>	\$ 2,000	\$ 6,300	\$ 8,300
501 - City Manager Department Total		\$ 2,000	\$ 6,300	\$ 8,300

Human Resources

504-519	Other Professional Services <i>Compensation Study additional cost (\$20,000 total)</i>	\$ 18,500	\$ 6,500	\$ 25,000
504 - Human Resources Department Total		\$ 18,500	\$ 6,500	\$ 25,000

City Clerk

505-462	Equipment Repairs/Maintenance <i>Monthly copier equipment maintenance charge and extra copies</i>	\$ -	\$ 6,500	\$ 6,500
505 - City Clerk Department Total		\$ -	\$ 6,500	\$ 6,500

Exhibit A FY21-22 Budget Amendment #2

Ordinance 2022-24

		Adopted Budget		Amendment Amount		Amended Budget	
<u>Finance</u>							
512-539	Other Contract Services						
	Accounting services due to staff turnover	\$	34,300	\$	5,700	\$	40,000
512 - Finance Department Total		\$	34,300	\$	5,700	\$	40,000
<u>Development Services</u>							
522-539	Other Contract Services	\$	750,000			\$	877,000
	Comprehensive Plan consultants			\$	65,000		
	Ordinance updates			\$	62,000		
522 - Development Services Department Total		\$	750,000	\$	127,000	\$	877,000
<u>Fire Department</u>							
542-415	Trucks / Heavy Equipment Rental						
	T1 Fire Engine Repairs	\$	160,000	\$	32,285	\$	192,285
542 - Fire Department Total		\$	160,000	\$	32,285	\$	192,285
<u>Animal Control</u>							
558-313	Short Term Rental						
	Temporary animal control building	\$	-	\$	15,200	\$	15,200
558-719	Other Capital Outlay						
	New cat cages funded by prior year balance of donations	\$	-	\$	10,500	\$	10,500
558 - Animal Control Department Total		\$	-	\$	25,700	\$	25,700
<u>Streets & Grounds</u>							
563-349	Miscellaneous Repairs / Maintenance						
	Main Street light pole damage (insurance claim)	\$	12,500	\$	9,680	\$	22,180
563-415	Trucks, Heavy Equipment Rental						
	Gradall rental	\$	60,000	\$	22,000	\$	82,000
563 - Streets & Grounds Department Total		\$	72,500	\$	31,680	\$	104,180
<u>Parks & Rec</u>							
565-719	Other Capital Outlay	\$	-			\$	186,580
	Water fountain (2012 bond funded project)			\$	6,935		
	Robinson Park LED lighting (Council approved 8/12/21)			\$	119,895		
	Complete Valero Lighting Project (Council approved 2/11/21)			\$	59,750		
563 - Streets & Grounds Department Total		\$	-	\$	186,580	\$	186,580
<u>Engineering</u>							
573-512	Engineering Services	\$	175,000			\$	448,000
	Contracted engineering services			\$	95,000		
	Development reviews/inspections (HDR)			\$	178,000		
573 - Engineering Department Total		\$	175,000	\$	273,000	\$	448,000
<u>Nondepartmental</u>							
592-521	Bank Fees						
	Monthly banking fees (annual cost)	\$	-	\$	14,000	\$	14,000

Exhibit A FY21-22 Budget Amendment #2

Ordinance 2022-24

		Adopted Budget	Amendment Amount	Amended Budget
592-539	Other Contract Services	\$ 66,730		\$ 142,905
	<i>Air quality monitoring</i>		\$ 6,500	
	<i>AMTRAK Feasibility Study (Council approved 3/11/21)</i>		\$ 53,000	
	<i>Complete Master Drainage Plan (Council approved 12/12/19)</i>		\$ 16,675	
592-543	Credit Card Fees			
	<i>Monthly credit card fees</i>	\$ 30,000	\$ 38,000	\$ 68,000
592-813	Contribution to Civic Program			
	<i>Music on Main Donations Received</i>	\$ 10,000	\$ 9,979	\$ 19,979
592 - Nondepartmental Total		\$ 106,730	\$ 138,154	\$ 244,884
Total General Fund Expenditure Adjustments			\$ 937,609	
340 - Utility Fund				
<u>Utility Fund</u>				
xxx-414	Motor Vehicle Rental Fee			
	<i>Increased fuel costs for multiple utility fund departments</i>	\$ 62,000	\$ 31,951	\$ 93,951
xxx - Utility Fund (multiple departments) Total		\$ 62,000	\$ 31,951	\$ 93,951
<u>Nondepartmental</u>				
709-512	Engineering Services			
	<i>Contracted engineering services</i>	\$ 200,000	\$ 300,000	\$ 500,000
709-539	Other Contract Services			
	<i>Utility Rate Study</i>	\$ -	\$ 7,500	\$ 7,500
709- Nondepartmental Total		\$ 200,000	\$ 307,500	\$ 507,500
Total Utility Fund Expenditure Adjustments			\$ 339,451	
382 - Fleet Operating Fund				
<u>Revenue</u>				
340-277	Equipment Rental Fee	\$ 721,220		\$ 908,335
	<i>T1 Fire Engine Repairs</i>		\$ 32,285	
	<i>Increased fuel costs city-wide</i>		\$ 132,830	
	<i>Gradall rental for Streets and Grounds Department</i>		\$ 22,000	
420-329	Payment of Claims			
	<i>Body shop repairs for vehicle involved in accident (insurance claim)</i>	\$ 3,000	\$ 1,656	\$ 4,656
Total Fleet Operating Revenue Adjustments			\$ 188,771	
<u>Fleet Services</u>				
517-xxx	Various repair accounts			
	<i>T1 Fire Engine Repairs</i>	\$ -	\$ 32,285	\$ 32,285
517-418	Trucks / Heavy Equipment Rental - External			
	<i>Gradall rental for Streets and Grounds Department</i>	\$ 14,709	\$ 22,000	\$ 36,709
517-429	Body Shop Repairs			
	<i>Body shop repairs for vehicle involved in accident (insurance claim)</i>	\$ 20,641	\$ 1,656	\$ 22,297

Exhibit A FY21-22 Budget Amendment #2

Ordinance 2022-24

Adopted Budget	Amendment Amount	Amended Budget
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517-441	Fuel (gas, diesel) <i>Increased fuel costs city-wide</i>	\$ 165,000	\$ 132,830	\$ 297,830
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Total Fleet Operating Expenditure Adjustments	\$ 188,771
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350 - Airport FundRevenue

330-229	Other State Grants <i>CARES and Airport Rescue grant funds received</i>	\$ 10,000	\$ 34,735	\$ 44,735
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Total Airport Revenue Adjustments	\$ 34,735
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Airport Operations

732-349	Miscellaneous Repairs / Maintenance <i>Fuel farm maintenance</i>	\$ 33,144	\$ 15,522	\$ 48,666
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732-414	Motor Vehicle Rental Fee <i>Increased fuel costs</i>	\$ 8,000	\$ 356	\$ 8,356
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732-512	Engineering Services <i>Airport ordinance update</i>	\$ -	\$ 5,090	\$ 5,090
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732-725	Other Equipment <i>John Deere Gator</i>	\$ -	\$ 11,688	\$ 11,688
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732-xxx	Various operations accounts <i>Account for various operating expenses - office supplies, training, etc.</i>	\$ -	\$ 2,079	\$ 2,079
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Total Airport Expenditure Adjustments	\$ 34,735
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370 - Cemetery Operating FundCemetery Operating

761-414	Motor Vehicle Rental Fee <i>Increased fuel costs</i>	\$ 8,000	\$ 2,313	\$ 10,313
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Total Cemetery Operating Expenditure Adjustments	\$ 2,313
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City Council Meeting *July 28, 2022* *Transmittal Letter*

STRATEGIC PILLAR

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

Agenda Item #: 6

Agenda Title: Consider Resolution R22-20 approving a Memorandum of (MOU) between the Taylor Independent School District and the Taylor Police Department Concerning the School Resource Officer positions.

Council Action to be taken: Approve Resolution

Department Submitted: Police

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

The Memorandum of Understanding (MOU) between the Taylor Independent School District and the Taylor Police Department for the School Resource Officer (SRO) position needs renewed. The content of the MOU is the same as the MOU approved by City Council on July 22, 2021.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On August 5, 1999, the City of Taylor Board of Commissioners approved the first MOU. On July 12, 2018, the City Council approved the MOU for school year 2018-2019. On July 25, 2019, the City Council approved the MOU for the school year 2019-2020. On July 23, 2020, the City Council approved the MOU for the school year 2020-2021. On July 22, 2021, the City Council approved the MOU for the school year 2021-2022.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• 2 SRO Police Officer Positions are primarily funded by the Taylor ISD. • Enhance partnerships between the City of Taylor and the Taylor ISD. • Establish positive relationships between Taylor Police Officers and Taylor Youth. • Prompt Police response to school criminal activity or other critical incidents. • Enhanced safety in the schools. • Taylor Police SROs instruct “Civilian Interaction with the Police” to 9th Grade Students at Taylor HS and Legacy Early College HS.	• The City of Taylor funds 25% of two SRO Police Officer Positions. • If the assigned SRO is off (sick, training, etc.), then the Police Department must fill the position with Patrol Officers or Criminal Investigation Detectives for that day(s).

4. RECOMMENDATION

Approve Resolution

5. FUNDING SOURCE

75% funded by Taylor ISD

25% funded by the City of Taylor Police Department 100-552-111 to 129.

6. TIMELINE

The SROs are to be available to start the 2022-2023 school year.

7. OTHER OPTIONS (In order of preference)

Not approve the Resolution and not have Taylor ISD primarily fund the SRO position.

8. ATTACHMENTS

6a. [Resolution R22-20](#)

6b. [School Resource Officer MOU 2022-2023](#)

6c. [Taylor ISD School Calendar 2022-2023](#)

RESOLUTION R22-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, AUTHORIZING THE CHIEF OF POLICE TO SIGN A MEMORANDUM OF UNDERSTANDING FOR THE SCHOOL RESOURCE OFFICER POSITION WITH THE TAYLOR INDEPENDENT SCHOOL DISTRICT.

WHEREAS, the Taylor City Council finds it in the best interest of the citizens of Taylor that the Police Department enter in an agreement and have a Memorandum of Understanding with the Taylor Independent School District for the positions of the School Resource Officer to deliver direct police services to the students, staff and faculty of the Taylor Independent School District for the year 2022-2023; and

WHEREAS, the Taylor City Council designates, Henry Fluck, Chief of Police, as the authorized official to sign the Memorandum of Understanding on behalf of the City of Taylor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, THAT: the Taylor City Council approves that the Chief of Police sign the Memorandum of Understanding between the Taylor Police Department and the Taylor Independent School District for the position of the School Resource Officer.

Passed and approved this 28th day of July, 2022.

Brandt Rydell., Mayor

ATTEST:

Dianna McLean, City Clerk

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING
2022-2023**

1. PARTIES

- 1.1. This agreement is entered into between the City of Taylor, Texas, hereinafter referred to as the "City", the Taylor Police Department, hereinafter referred to as the "Police Department" and the Taylor Independent School District, hereinafter referred to as the "District".

2. PURPOSE OF AGREEMENT

- 2.1. The purpose of this agreement is for the Police Department to assign uniformed police officers and marked patrol cars to the schools outlined on Attachment A, for the School Resource Officer Program per the terms of this agreement.
- 2.2. The School Resource Officers, hereinafter referred to as "SRO", will work with the school administrator(s) to provide alcohol and drug education, gang resistance education, maintain a peaceful campus environment, and take appropriate action regarding illegal activity occurring on campus or at school related functions.

3. TERMS OF THE AGREEMENT

- 3.1. This Agreement shall be effective on the 17th day of August 2022, and shall be in effect for a period of one year.
 - 3.1a As needed, one or more SROs will be available a week prior to the first day of school (8/10/22) for Taylor ISD staff training.
- 3.2. The Police Department shall provide SRO's to provide service to the designated campuses on each day that school is in regular session. The District will provide the Police Department with a school calendar for the upcoming school year on or before July 1st of each year.
- 3.3. During days that schools are not in session, a SRO is subject to other assignments as determined by the Police Department.
- 3.4. The agreement shall be reviewed annually prior to renewal
- 3.5. All police reports, citations, and other written documents generated by the SRO are the property of the City and will be maintained by the Police Department.

4. OBLIGATIONS OF PARTIES

- 4.1 The City, including the SROs, shall have the status of an independent contractor for the purposes of this Agreement. A SRO assigned to the District is an employee of the City and shall not be considered an employee of the District. As such, the SRO shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 4.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Police Department's policies as established for its employees. The City shall maintain appropriate Worker's Compensation and Unemployment Insurance coverage for each SRO in accordance with coverage maintained for all other police officers employed by the City.

- 4.3 The Police Department will provide the SRO with uniforms and equipment in accordance with Police Department policy.
- 4.4 The District will provide the SRO with a portable two-way radio or program an existing radio to enable the SRO to communicate directly with the campus administrator(s).
- 4.5 The Police Department will provide the SRO with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers.
- 4.6 The SRO is subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state peace officer licensing and certification. This training and certification takes place throughout the year and may necessitate the temporary absence of the SRO from his/her assigned campus.
- 4.7 When a SRO is temporarily absent from his/her assigned campus for training or other reasons on a day that the school is in session, the Police Department will make reasonable efforts to provide a police presence for that campus by assigning other SROs or police officers to spend a portion of the school day on the affected campus. When a police officer is needed on campus at times when the SRO or other officer is not on campus, school personnel should call police dispatch at 512-352-5551 (non-emergency) or dial 9-1-1 in case of emergency.
- 4.8 The District will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. This equipment should include, but is not limited to, a telephone, fax, copier, filing space capable of being secured and access to a computer and/or secretarial assistance.

5. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

- 5.1 The SRO Program Selection Panel will be comprised of Police Department representatives as determined by the Chief of Police and the District Administration. The Chief of Police or his appointed designee will make the final decision on all appointments and assignments related to the SRO program.
- 5.2 If the District is dissatisfied with the performance of an SRO, the District will notify the SRO program supervisor who will attempt to resolve the issue to the satisfaction of both the District and the Police Department. If the SRO program supervisor cannot resolve the issue, he/she will refer the issue with a recommended course of action to the Chief of Police.
- 5.3 The Police Department may take appropriate corrective or disciplinary action regarding any allegation of misconduct on the part of an SRO in accordance with Police Department policy and civil service guidelines.
- 5.4 The Department is responsible for providing annual performance evaluations to each SRO, and input from school personnel will be solicited.
- 5.5 The Chief of Police and/or his appointed designee may dismiss or reassign a SRO based on Departmental guidelines and/or Police Policy and when it is in the best interest of the City and/or District.
- 5.6 In the event of a resignation, retirement, dismissal or reassignment of a SRO, or in the case of long-term absences by a SRO, the Police Department will provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. Long term absences without

replacement coverage for a period of ten or more days will result in financial credit being given to the District proportionately for that time based on salary and benefits. As soon as practicable, the Selection Panel shall convene and recommend a permanent replacement for the SRO position.

6. SCHOOL RESOURCE OFFICER RESPONSIBILITIES

- 6.1 The SRO will work in concert with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.
- 6.2 The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.
- 6.3 The SRO may provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.
- 6.4 The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.
- 6.5 The SRO may present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention and safety.
- 6.6 The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- 6.7 The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempts to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.
- 6.8 The SRO will assist District staff in maintaining order on school property
- 6.9 The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.
- 6.10 The SRO will refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 6.11 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident involves a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.
- 6.12 The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.
- 6.13 Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.

7. COST SHARING

- 7.1 The District agrees to reimburse the City for seventy five percent of the annual salaries, fringe benefits and travel expenses.

- 7.2 The District shall pay all expenses related to off-duty security performed by District personnel including those off-duty securities performed by SROs and other Taylor Police Officers.
- 7.3 With the knowledge and consent of the District, the City may apply for a funding grant to offset the cost of the SRO Program or a portion thereof. In the event the City applies for and receives a grant, the District agrees to fund one-half of the City's required funding match. Once grant funding ceases, the District agrees to cost sharing as stipulated in paragraph 7.1 above.
- 7.4 The City and District will share the cost of training for the SROs as stipulated in paragraph 4.6 above.
- 7.5 The City shall invoice the District quarterly in equal installments.
- 7.6 In the event the City does not receive payment within thirty days of the due date, the City is authorized to terminate this agreement without further notice
- 7.7 The City will own the Patrol Vehicle(s) and it will not be the property of the District nor will the District have special right of access to it.
- 7.8 The City will pay for all repairs, upkeep and other costs for the life of the Patrol Vehicle(s).

8. TIME AND PLACE OF PERFORMANCE

- 8.1 The Police Department will assure that the SROs will report to the campus of their assigned school each day that school is in session during the regular school year.
 - 8.1a Follow up home visits when needed as a result of school related student problems.
 - 8.1b School related off-campus activities when the principal requests officer participation and approved by the Police Department.
 - 8.1c Response to off-campus, but school related criminal activity.
 - 8.1d Response to emergency law enforcement activities or court appearances.
 - 8.1e Transport of persons arrested on campus to a detention or holding facility.
 - 8.1f Other official business approved by the SROs supervisor.
- 8.2 Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be to cover scheduled school related activity requiring the presence of a law enforcement officer.
- 8.3 The District will provide the SRO's with access to an office that allows for security and privacy. The office must include, but is not limited to, a telephone, desk, chair, office supplies, filing cabinet which can be properly locked and secured and a computer.

9. TERMINATION AND DEFAULT

- 9.1 Prior to the expiration of the Term, either Party is authorized to terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.
- 9.2 Except as outlined in paragraph 7.6 above, if either party breaches this agreement and/or its obligations hereunder, the no-breaching party shall give written notice thereof and the breaching party shall have 30 days to cure the alleged breach. In the

event the breach is not cured within the 30 days, the non-breaching party may terminate this Agreement with or without notice.

- 9.3 In the event this Agreement is terminated for any reason before the expiration of the term, the City shall prepare a final account, as of the effective date of the termination, if the District's share of the SRO Program.

10. NOTICE

- 10.1 Any notice permitted or required to be given to the City, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Chief of Police
Taylor Police Department
500 S. Main Street
Taylor, TX, 76574

- 10.2 Any notice permitted or required to be given to the City, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Superintendent
Taylor Independent School District
3101 N. Main Street, Suite 104
Taylor, TX 76574

- 10.3 Notice shall be deemed given upon deposit of the notice in the United States Postal Main as aforesaid.

- 10.4 Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

11. MISCELLANEOUS

- 11.1 The terms and provisions of this agreement constitute the entire Agreement between the City, the Police Department and the District, and no modification of this agreement is effective unless in writing and executed by all parties.

- 11.2 Nothing herein shall be construed as a waiver of any defense or immunity that any part is entitled by statute or common law.

SIGNED in duplicate originals this _____ day of _____ 20____

Taylor Independent School District

City of Taylor

Superintendent of Schools

Police Chief



2022-2023 School Calendar

Board Approved January 24, 2022

July 2022						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
Su	M	Tu	W	Th	F	S
	1	NTO	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	C	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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April 2023						
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June 2023						
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	School Closed/Staff & Student Holiday		Staff Dev/Teacher Work/Student Holiday
	Early Release	NTO	New Teacher Orientation
C	Compliance Training Comp Day/Staff & Student Holiday	{ }	Semester
()	Nine Week Grading Period (Elementary)	()	Six Week Grading Period (Secondary)
🎓	Taylor High School Graduation		# of days in First Semester – 80 # of days in Second Semester – 92
	Modified Summer Workdays – Summer office hours will be Monday-Thursday, 7:30am – 5:00pm. Effective June 10, 2022, Taylor ISD will close each Friday through July 29, 2022. In addition, the District will be closed the week of July 4-8, 2022.		



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 7

Agenda Title: Consider agreement between Williamson County and City of Taylor for use of Community Development Block Grant Coronavirus (CDBG-DV) Funding for Highland Drive waterline replacement and authorize the City Manager or his designee to execute the agreement

Council Action to be taken: Approve agreement with Williamson County

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The purpose of this agreement between Williamson County and the City of Taylor is to allow for the City of Taylor to receive \$800k CDBG funds for a waterline replacement project. The agreement provides all the terms and requirements for receiving the funds.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The federal government allocated additional funding to CDBG programs, to stimulate the economy and businesses because of the COVID-19 pandemic. Williamson County received this additional funding from the U.S. Department of Housing and Urban Development to give out for infrastructure projects.

The City of Taylor was awarded \$800,000 for waterline improvements along Highland Drive from North Main Street to the end of Highland Drive. This project would include approximately 1,700 linear feet of 8-inch waterline to be installed. Highland Drive has been one area identified for needed waterline replacement, especially due to the number of breaks that have occurred in the current line.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Allows for replacement of the waterline on Highland Drive • Funds the city does not have to generate to do this project.	Additional grant administration dollars \$72k has to be allocated in the budget

4. RECOMMENDATION

Staff recommends approving this agreement.

5. FUNDING SOURCE

CDBG-CV. Grant administration dollars will be allocated through the general fund budget.

6. TIMELINE

July 2022 Award of funds and contract with Williamson County

July - August 2022: Environmental Assessment

August – September 2022 – Data Collection (Survey & Utility Coordination)

September - November 2022: Project design and plan/specs preparation

November – December 2022: Bid/Award of construction contract

December 2022 - April 2023: Material Delivery and Construction

7. OTHER OPTIONS (In order of preference)

NA

8. ATTACHMENTS

7a. [CDBG Agreement, Taylor-Wilco, Highland Dr. \(003\)](#)

**AGREEMENT BETWEEN WILLIAMSON COUNTY
AND CITY OF TAYLOR
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS (CDBG-CV) FUNDING**

THIS AGREEMENT, entered into this ____ day of _____, 2022, by and between Williamson County ("County"), and City of Taylor ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant Coronavirus (CDBG-CV) funds granted by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the County wishes to utilize CDBG-CV funds to assist Subrecipient in the engineering, design, survey, construction plans and documents preparation, refined estimate and bidding for the waterline improvements along Highland Drive in Taylor TX to include approximately 1,700 linear feet of 8" waterline along Highland Drive from N. Main St. (30.591810, -97.412957) to the end of Highland Dr. (30.593369, -97.407972). Acquisition, construction, reconstruction or installation of public works, facilities and site or other improvements. Construct a public improvement, such as extending broadband infrastructure in an underserved area or reconstructing degraded water lines, to support tele-school and telemedicine and to ensure potable water to homes, schools, and health providers. In addition, funds must be used to PREVENT, PREPARE or RESPOND to Coronavirus. CDBG-CV funds cannot be used for any other purpose.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. PURPOSE AND SCOPE OF SERVICES:

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

2. TIME OF PERFORMANCE:

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

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

4. **Objective and Outcome Statement:** To prevent, prepare for or respond to coronavirus.

5. **Project Indicators:**

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

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

The County shall pay and Subrecipient agrees to accept in full \$800,000 (Grant Amount – Eight Hundred Thousand and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

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

excess of one hundred dollars (\$100.00) per year shall be remitted promptly to the County.

- D. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

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

and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

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

PART II

1. PERFORMANCE AND REPORTING:

- A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. Until the completion of the Project and expenditure of all CDBG-CV funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.
- C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

- D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.
- E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

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

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

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

A. Financial Management

1. Accounting Standards

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

2. Uniform Administrative Requirements

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

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

3. Audit Requirements

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

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

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

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

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

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

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

4. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to Be Maintained

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

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

2. Client Data

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

3. National Objectives

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

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

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

D. Amendments

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

4. **NON-DISCRIMINATION:**

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

5. **SECTION 504 COMPLIANCE:**

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

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

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

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

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

7. **SECTION 3:**

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

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

part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

9. **LABOR:**

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

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

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

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

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

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

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG

programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

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

- a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
- b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

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

4. Compliance

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

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

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

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

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

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

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

16. **CONFLICT OF INTEREST:**

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

17. **GRANTOR RECOGNITION:**

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

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void.

Notary Public in and for Williamson County, Texas

14

EXHIBIT A

TO AGREEMENT BETWEEN WILLIAMSON COUNTY AND City of Taylor FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) FUNDING

1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. County wishes to utilize CDBG-CV funds to assist Subrecipient in the engineering, design, survey, construction plans and documents preparation, refined estimate and bidding for the waterline improvements along Highland Drive in Taylor TX to include approximately 1,700 linear feet of 8" waterline along Highland Drive from N. Main St. (30.591810, -97.412957) to the end of Highland Dr. (30.593369, -97.407972). Acquisition, construction, reconstruction or installation of public works, facilities and site or other improvements. Construct a public improvement, such as extending broadband infrastructure in an underserved area or reconstructing degraded water lines, to support tele-school and telemedicine and to ensure potable water to homes, schools, and health providers. In addition, funds must be used to PREVENT, PREPARE or RESPOND to Coronavirus. CDBG-CV funds cannot be used for any other purpose.

The program is funded by the Community Development Block Grant-Coronavirus (CDBG-CV) funds, provided by the U.S. Department of Housing and Urban Development (HUD), and is intended to meet the National Objective of providing a benefit to low and moderate-income persons.

COVID-19 Requirements: Documented need must be established based on the prevention, preparation for or response to Covid-19. In addition, clients are prevented from receiving duplication of benefits (DOB) for services provided under this program. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses/needs resulting from a Federally declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source, and the total amount received exceeds the total need for those costs.

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

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

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

	<u>Program Element</u>
1. July 2022	Award of funds and contract with Williamson County
2. July - August 2022	Environmental Assessment
3. August – September 2022	Data Collection (Survey & Utility Coordination)
4. September - November 2022	Project design and plan/specs preparation
5. November – December 2022	Bid/Award of construction contract
6. December 2022 - April 2023	Material Delivery and Construction
7. Monitoring Period	To be determined based on statement below

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

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

	<u>CDBG Amount</u>	<u>Subrecipient Amount</u>
A. <u>Construction</u>	\$800,000	_____
B. <u>Eligible equipment</u> (as outlined in 24 CFR 570.207(1))	_____	_____
C. <u>Engineering, planning & administrative costs</u>	_____	_____
D. <u>Property Acquisition</u>	_____	_____
CDBG-CV Funding	\$800,000	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

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

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

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

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

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

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

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

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

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

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

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

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



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 8

Agenda Title: Consider agreement between Langford Community Management Services and City of Taylor for grant administration services with Community Development Block Grant FY2020 and FY2021 Coronavirus (CDBG-DV) Funding and authorize the City Manager or his designee to execute the agreement

Council Action to be taken: Approve agreement with Williamson County

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The purpose of this agreement between Langford Community Management Services and the City of Taylor is to allow for Langford to aid with grant administration services needed to complete the process with the CDBG projects. The agreement covers all the terms and duties Langford would provide during the project.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The federal government allocated additional funding to CDBG programs, to stimulate the economy and businesses because of the COVID-19 pandemic. Williamson County received this additional funding from the U.S. Department of Housing and Urban Development to give out for infrastructure projects.

The City of Taylor was awarded \$800,000 and for waterline improvements along Highland Drive and North Main Street. This project would include approximately 1,700 linear feet of 8-inch waterline to be installed. Highland Drive has been one area identified for needed waterline replacement, especially due to the number of breaks that have occurred in the current line.

The City will also receive grant funding of \$160k from the 2020 CDBG allocation, which is planned to be used also on the Highland Drive project.

Grant administrations services with Langford is needed as there are various compliance terms and items city staff will need assistance from Langford to ensure we meet all the steps needed in the requirements with the funding.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Allows for proper administration of grant funding	Additional grant administration dollars \$72k has to be allocated in the budget

4. RECOMMENDATION

Staff recommends approving this agreement.

5. FUNDING SOURCE

Grant administration dollars will be allocated through the budget.

6. TIMELINE

Current grant timeline:

July 2022 Award of funds and contract with Williamson County

July - August 2022: Environmental Assessment

August – September 2022 – Data Collection (Survey & Utility Coordination)

September - November 2022: Project design and plan/specs preparation

November – December 2022: Bid/Award of construction contract

December 2022 - April 2023: Material Delivery and Construction

7. OTHER OPTIONS (In order of preference)

NA

8. ATTACHMENTS

8a. [Agreement with Langford.](#)



June 28, 2022

Mr. Jeffery Jenkins
Deputy City Manager
City of Taylor
400 Porter St.
Taylor, Texas 76574

Re: City of Taylor FY2020 CDBG & FY2021 CDBG-CV Projects

Williamson County U.S. Department of Housing and Urban Development (HUD)
Water System Infrastructure Improvements

Dear Mr. Jenkins:

Insofar as Langford Community Management Services was selected by the City to administer its grant from the Williamson County Community Development Block Grant (CDBG) Entitlement Program through the Department of Housing and Urban Development (HUD), I am pleased to submit this contractual document to the City of Taylor.

Scope of Services

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

This contract for service shall include, as a minimum, the following:

1. Set-up recordkeeping: A file system will be prepared for the City with a duplicate set kept at our office. This file system will include sections with the following divisions:
 - a) Project Application
 - b) Pre-award Documentation
 - c) Agreement
 - d) Financial Records
 - e) Construction
 - f) Monitoring and Regulatory Compliance

2. Assure Environmental Clearance.
3. Review construction documents for inclusion of all necessary forms.
4. Request Wage Rates from County.
5. Assure Bid Advertisements are current and meet state and federal regulations.
6. Assure EEO is included and met in each procurement process and documented in files.
7. Attend Bid Opening.
8. Clear Contractor through regulatory process.
9. Assist Engineers and City in recommendation to City Council for hiring construction company.
10. Assure payment and performance bonds are included in construction contract.
11. Complete any necessary Budget Modifications or agreement modifications.
12. Hold preconstruction conference with construction company to review regulations and requirements.
13. Prepare and submit payment requests.
14. Assistance with acquisition process if necessary.
15. Monitor and assure compliance with Davis-Bacon Wage Rates including the completion of interviews with construction workers to compare with payrolls.
16. Assure compliance with Fair Housing and EEO regulations and requirements. Submit monthly progress reports to County.
17. Complete Close-out documentation.
18. Attend and complete monitoring of project.
19. Complete any final documentation post monitoring if necessary.

Method of Payment

The total amount of \$72,000.00 (seventy-two thousand dollars) ~~in local match funds~~ will be paid to Langford Community Management Services for performing the above listed scope of services for the 2020 & 2021 fiscal years. Payments will be made by the City to Langford Community Management Services according to the following milestones:

FY 2020 Project - \$160,000

1.	Establishment of Record-keeping System	\$2,500.00
2.	Complete start-up documentation and contract	\$2,500.00
3.	Assure Environmental/Special Conditions Clearance	\$1,500.00
4.	Completion of all Acquisition Activities	\$ 500.00
5.	Design Phase/Bid	\$1,000.00
6.	Comply with EEO/Fair Housing/Section 504 Requirements	\$ 500.00
7.	Preconstruction Phase	\$2,000.00
8.	Construction Phase	\$2,000.00
9.	Filing of all Required Close-out Information	\$1,500.00
Total		\$5,000.00

FY 2021 Project - \$800,000

1.	Establishment of Record-keeping System	\$2,500.00
2.	Complete start-up documentation and contract	\$5,000.00
3.	Assure Environmental/Special Conditions Clearance	\$2,500.00
4.	Completion of all Acquisition Activities	\$2,000.00
5.	Design Phase/Bid	\$2,000.00
6.	Comply with EEO/Fair Housing/Section 504 Requirements	\$1,000.00
7.	Preconstruction Phase	\$5,000.00
8.	Construction Phase	\$40,000.00
9.	Filing of all Required Close-out Information	\$7,000.00
Total		\$67,000.00

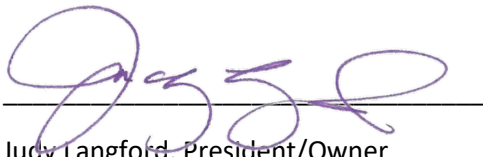
Additional Services

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

Special Provisions

1. Langford Community Management Services will work with the City Manager as the primary contact and local liaison.
2. This contract may be terminated by either party submitting a written explanation for cancellation at least thirty days prior to the effective cancellation date, upon agreement of the other party, and upon payment of any and all fees due for work completed through the date that the written notice of Langford Community Management Services is received.

To indicate your agreement with the terms of this contract, please sign two original contracts, keep one for your files and return the other to me.



Judy Langford, President/Owner
Langford Community Management Services, Inc.
Office: (512) 452-0432
Cell: (512) 422-2532

6/24/2022

Date

Jeffrey Jenkins, Deputy City Manager
City of Taylor
(512)352-6475

Date

Attachment - STATE AND FEDERAL STATUTES, TERMS AND CONDITIONS

ATTACHMENT

STATE AND FEDERAL STATUTES, TERMS AND CONDITIONS APPLICABLE TO THE
ADMINISTRATION OF THE CITY OF TAYLOR

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. Vernon's Annotated Texas Statutes, Article 66-4, Professional Services Procurement Act, which permits and outlines state requirements for municipalities and counties regarding procurement of professional services.
2. Executive Order 11246, paragraphs a-c: Equal Employment Opportunity.
3. Title VI of the Civil Rights Act, which requires that no one may be denied access to benefits from projects which receive federal assistance.
4. Section 109 of the Housing and Community Development Act of 1974: Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
5. Section 3 of the HUD Act of 1968, which requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
6. Access to Records, which requires that the contractor's records be open to inspection by any federal, state, or local agency that has monitoring responsibility for the TCDP-funded project.
7. Conflict of Interest, which provides guidelines for cases in which actual or potential conflicts of interest might occur.



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 9
Agenda Title: Consider approving contract with MVBA for Collection of Municipal Court Fines and Fees

Council Action to be taken: Approve agreement

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager
Dianna McLean, City Clerk

1. PURPOSE/DESCRIPTION

This agreement would provide for continued collection of municipal court fines and fees by MVBA through this attached updated agreement.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City conducted an RFP process, conducted interviews and reviewed the options for continued collection of municipal court fines and fees. At the May 12, 2022 staff recommended, based on the evaluation, to continue collection of court fees through MVBA. Council agreed with the selection of MVBA, therefore staff started the negotiation process with a new agreement.

Terms overall are relatively similar to the prior agreement. The main change within this new agreement is yearly MVBA will meet with the city to review the overall collection practices during the past year. The new language within the agreement addressing this is the following:

MVBA and the City will meet once a year, the time and date to be determined, to review any trends which may need to be addressed to increase efficiency and or conduct a process review to determine if any new technology could assist with the overall MVBA collection process. This review should include a discussion of best practices incorporated with other communities that may have a positive impact on the city.

The agreement is for three years and will automatically renew for one year once the three years are up unless a notice is provided to MVBA to discontinue.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Firm Familiar with area and working with the city • Opportunity to relook at collection and maximize opportunities	• NA

4. RECOMMENDATION

Staff recommends approving this agreement with MVBA for Court Collection services.

5. FUNDING SOURCE

Collection agency charges a 30% collection fee which is collected from the defendants/account holders. Firms vary on the collection rate for the outstanding utility collections. Altogether there is no cost to the city.

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

Continue negotiating

8. ATTACHMENTS

9a. [MVBA Agreement](#)

**CONTRACT FOR COLLECTION
OF
DELINQUENT MUNICIPAL COURT FINES AND FEES**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

THIS CONTRACT is made and entered into by and between the **CITY OF TAYLOR, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The City agrees to retain and does hereby retain MVBA to provide specific legal services provided herein and enforce the collection of delinquent municipal court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees") pursuant to the terms and conditions described herein. Legal services shall include but not be limited to recommendations and legal advice to the City to take legal enforcement action; representing the City in any dispute or legal challenge to authority to collect such court fees and fines; defending the City in litigation or challenges of its collection authority; and representing the City in collection interests in bankruptcy matters as determined by MVBA or the City. The City further authorizes MVBA to execute all legal documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of fines and fees that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding court fees and fines and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Fines and Fees that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission or magnetic medium.

III.

MVBA shall forward to the City all cashier's checks or money orders received by MVBA made payable to the City and any correspondence from defendants. Cashier's checks or money orders received by MVBA which are made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft which funds shall be deposited into the MVBA Trust Account. MVBA shall remit to the City, weekly, all funds deposited into the MVBA Trust Account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the City and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the City shall include the fees earned by MVBA on the fines and fees collected. The City shall be responsible for the posting to the records of the City the payment of all fines and fees and accounts receivable collected pursuant to this contract.

IV.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the City agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The City shall pay to MVBA said compensation on a monthly basis by check.

Should the City wish to participate in a warrant round-up or conduct a warrant round-up, MVBA will assist the City with mailings and help with the applicable advertisement. MVBA will reimburse the City for the cost of the advertisement, an amount that shall not exceed two thousand five hundred dollars (\$2500.00).

VI.

The City recognizes and acknowledges that MVBA owns all right, title and interest in certain proprietary software that MVBA may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA the right to use and incorporate any information provided by the City ("case or defendant information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA agrees that it will not share or disclose any specific confidential case or defendant information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA shall have the right to use case or defendant information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain case and defendant information. These aggregate statistics are owned solely by MVBA and will generally be used internally, but may be shared with MVBA's affiliates, partners or other third parties for purposes of improving MVBA's software and services.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

MVBA will periodically review the policies, collection procedures, and processes that are in place to determine their efficacy. Following the review and after consultation with the City, MVBA make whatever changes or improvements that are determined to be necessary.

VII.

The initial term of this contract is **three years, beginning on the first day of the month following the execution of this contract by both parties**, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract, at least, sixty (60) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA shall be entitled to continue its

collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph V of this contract for all amounts collected on accounts referred to MVBA. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

MVBA and the City will meet once a year, the time and date to be determined, to review any trends which may need to be addressed to increase efficiency and or conduct a process review to determine if any new technology could assist with the overall MVBA collection process. This review should include a discussion of best practices incorporated with other communities that may have a positive impact on the City.

VIII.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: Harvey M. Allen
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier, to the following address:

City of Taylor, Texas
Attention: City Manager
400 Porter St
Taylor, Texas 76574

IX.

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Williamson County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or

part thereof. In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA does not boycott Israel and will not boycott Israel during the term of this Contract.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake the performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

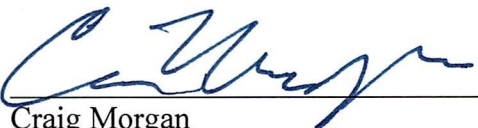
This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2022.

CITY OF TAYLOR, TEXAS

_____,
Mayor Brandt Rydell

McCREARY, VESELKA, BRAGG & ALLEN, P.C.



Craig Morgan
Attorney at Law



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 10
Agenda Title: Consider approving contract with MVBA for Collection of Delinquent Utility Bills

Council Action to be taken: Approve agreement with MVBA

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager
Dianna McLean, City Clerk

1. PURPOSE/DESCRIPTION

This agreement would provide for continued collection of delinquent utility bills by MVBA through this attached updated agreement.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City conducted an RFP process, conducted interviews and reviewed the options for continued collection of delinquent utility bills. At the May 12, 2022 staff recommended, based on the evaluation, to continue collection of utility bills through MVBA. Council agreed with the selection of MVBA, therefore staff started the negotiation process with a new agreement.

Terms overall are relatively similar to the prior agreement. The main change within this new agreement is yearly MVBA will meet with the city to review the overall collection practices during the past year. The new language within the agreement addressing this is the following:

MVBA, LLC and the City will meet yearly, the time and date to be determined, to review any trends which may need to be addressed to increase efficiency and or conduct a process review to determine if any new technology could assist with the overall MVBA, LLC collection process. This review should include a discussion of best practices incorporated with other communities that may have a positive impact on the City.

The collection fee will be fifteen percent 15% of the amount of the Delinquent Accounts Receivable collected. This is a reduction by from the current 20% fee.

The agreement is for three years and will automatically renew for one year once the three years are up unless a notice is provided to MVBA to discontinue.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Firm Familiar with area and working with the city • Opportunity to relook at collection and maximize opportunities	• NA

4. RECOMMENDATION

Staff recommends approving this agreement with MVBA for Delinquent Utility Bill Collection services .

5. FUNDING SOURCE

The collection fee will be fifteen percent 15% of the amount of the Delinquent Accounts Receivable collected

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

Continue negotiating

8. ATTACHMENTS

10a. [MVBA Agreement](#)

**CONTRACT FOR THE COLLECTION
OF
DELINQUENT ACCOUNTS RECEIVABLE**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

THIS CONTRACT is made and entered into by and between the **CITY OF TAYLOR, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP**.

I.

The City agrees to retain and does hereby retain **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP** to provide services related to the collection of delinquent utility bills ("Delinquent Accounts Receivable") pursuant to the terms and conditions described herein. MVBA, LLC may use its dba, Accounts Receivable Collections Group, on collection notices and telephone communications with debtors. The City authorizes MVBA, LLC to execute all documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of delinquent accounts receivable that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding delinquent accounts receivable and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract Delinquent Accounts Receivable shall be considered delinquent and referred to MVBA, LLC when not timely paid in accordance with any applicable contract, ordinance or statute providing for the payment of the underlying debt.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA, LLC with copies of, or access to, the information and documentation necessary to collect the Delinquent Accounts Receivable that are subject to this contract. The City shall furnish the information to MVBA, LLC by electronic transmission, magnetic medium.

III.

MVBA, LLC shall forward to the City copies of any correspondence regarding a disputed debt received from a debtor and the request for verification of the debt. The City will provide to MVBA, LLC within ten (10) days of the receipt for the request for verification of the debt, copies of all records which will verify the debt which in turn will be forwarded to the debtor by MVBA, LLC. All collection activity will be suspended on any disputed debt until the appropriate verification of the debt is delivered to the debtor.

IV.

Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to make a recommendation to the City to take legal action to collect a Delinquent Accounts Receivable or represent the City in any dispute or challenge of its collection authority. Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to institute civil legal proceedings on behalf of the City, including seeking writs of execution to collect Delinquent Accounts Receivable. The City shall pay in advance of the initiation of any writ of execution or collection lawsuit any filing fees charged by the Court or Clerk of the Court in which the writ of execution is to be issued or the collection lawsuit is to be filed including the costs for service of citation. MVBA, LLC may also, after consultation and agreement by both parties, employ an attorney, at its expense, file proofs of claims in the United States Bankruptcy Court on behalf of the City for Delinquent Accounts Receivable.

V.

MVBA, LLC shall forward all cashier checks or money order payments made payable to the City and any correspondence from debtor directly to the City. Cashier checks or money order payments made payable to MVBA, LLC will be deposited daily into the MVBA, LLC Trust Account. MVBA, LLC may also collect the amount due from the debtor by credit card or electronic draft which is deposited directly into the MVBA, LLC Trust Account. MVBA, LLC may set up payment arrangements and accept partial payments on any delinquent accounts receivable. MVBA, LLC shall remit to the City all payments received into the MVBA, LLC Trust Account weekly, along with an invoice detailing the account number, name of debtor, amount paid to MVBA, LLC or City, MVBA, LLC fee percentage and fees earned for each account.

VI.

MVBA, LLC shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA, LLC's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, LLC, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

VII.

For the collection of Delinquent Accounts Receivable in which the data files are transmitted to MVBA, LLC by electronic media, the City agrees to pay to MVBA, LLC as compensation for services provided, pursuant to this contract, a fee of fifteen percent (15%) of the amount of the Delinquent Accounts Receivable collected.

All compensation shall become the property of MVBA, LLC at the time of payment. The City shall pay to MVBA, LLC said compensation on a monthly basis by check or ACH.

VIII.

The City recognizes and acknowledges that MVBA, LLC owns all right, title and interest in certain proprietary software that MVBA, LLC may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA, LLC the right to use and incorporate any information provided by the City ("account or debtor information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA, LLC agrees that it will not share or disclose any specific confidential account or debtor information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA, LLC shall have the right to use account or debtor information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain account or debtor information. These aggregate statistics are owned solely by MVBA, LLC and will generally be used internally, but may be shared with MVBA, LLC's affiliates, partners or other third parties for purposes of improving MVBA, LLC's software and services.

MVBA, LLC and the City agrees that collection activity will not continue or commence on any accounts that are time-barred by the four-year statute of limitations in accordance with Section 16.004(a)(3) of the Texas Civil Practice and Remedies Code. MVBA, LLC and the City agree that the time-barred accounts will be returned to the City. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

MVBA, LLC reserves the right to return to the City all accounts not collected within one (1) year of referral by the City or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

MVBA, LLC will periodically review the policies, collection procedures, and processes that are in place to determine their efficacy. Following the review and after consultation with the City, MVBA, LLC will make whatever changes or improvements that are determined to be necessary.

IX.

The initial term of this contract is **three years, beginning on the first day of the month following the execution of this contract by both parties**, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract at least sixty (60) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA, LLC shall be entitled to continue its collection activity on all accounts previously referred to MVBA, LLC for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph VII of this contract for all amounts collected on accounts referred to MVBA, LLC. The City may, at its discretion, refer additional accounts to MVBA, LLC after notice of termination has been received by MVBA, LLC. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA, LLC.

MVBA, LLC and the City will meet yearly, the time and date to be determined, to review any trends which may need to be addressed to increase efficiency and or conduct a process review to determine if any new technology could assist with the overall MVBA, LLC collection process. This review should include a discussion of best practices incorporated with other communities that may have a positive impact on the City.

X.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA, LLC by certified United States mail to the following address:

MVBA, LLC, dba Accounts Receivable Collections Group.
Attention: Harvey M. Allen
P.O. Box 849
Round Rock, Texas 78680

or delivered by hand or by courier, and addressed to 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier to the following address:

City of Taylor, Texas
Attention: City Manager
400 Porter St
Taylor, Texas 76574

XI.

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Williamson County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof. In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA, LLC does hereby verify that MVBA, LLC does not boycott Israel and will not boycott Israel during the term of this Contract.

XII.

In consideration of the terms and compensation herein stated, MVBA, LLC hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

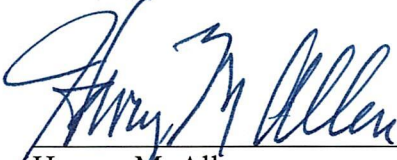
This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2022.

CITY OF TAYLOR, TEXAS

_____,
Mayor Brandt Rydell

MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP

A handwritten signature in blue ink, appearing to read "Harvey M. Allen", is written over a horizontal line.

Harvey M. Allen
Manager



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 11
Agenda Title: Consider purchase of replacement fire department vehicle

Council Action to be taken: Approve purchase of fire department vehicle

Department Submitted: Fire

Staff Contact: Daniel Baum, Fire Chief

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to purchase a Chevrolet Silverado 1500 pickup for \$65,019.00 from Holiday Chevrolet and upfitted by Defender Supply using funding from the 2022 bond issuance.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The purchase of this vehicle is part of the City's vehicle replacement program. This vehicle will replace a 2007 Ford Expedition that is beyond the end of its service life. This replacement vehicle begins a process of adding four-wheel drive utility vehicles to the Fire Department fleet.

The purchase of this vehicle was previously approved by council on April 14, 2022 but the dealer has since notified us that Chevrolet would not accept the order for a 2022 Silverado. Chevrolet will now only accept limited orders for 2023 models. 2023 models are not currently available on cooperative purchasing contracts. We only received one responsive bid from Holiday Chevrolet as other dealers state they are unable to obtain this vehicle. The vehicle upfitting is quoted through Tarrant County Cooperative Contract # 2019-181.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Replaces 15-year-old vehicle • Adds four-wheel drive capability	• N/A

4. RECOMMENDATION

Staff recommends approving purchase of 2023 Chevrolet Silverado pickup.

5. FUNDING SOURCE

2022 bond issuance.

6. TIMELINE

Delivery time is uncertain due to continued supply chain issues. The vehicle is expected in the next three to four months.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

11a. [Proposal](#)

Date	7/21/2022
Estimate #	34169
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Taylor TX FD 304 E. 3rd Street Taylor, Texas 76574

Customer Contact	
Customer Phone	(512) 352-6992
Customer E-mail	daniel.baum@taylor.tx.gov

2023 Chevrolet Silverad...	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
2023 Chevrolet Silverado Crew Cab 4WD 1500 5W4 SSV (CK10543) – Short 5'8" Bed with 5.3 V-8 Eco Tec Engine (355 hp/383 lb-ft of torque), 10-Speed Automatic Transmission, 3.23 Rear Axle Ratio, Auto-locking Rear Differential, 220-Amp Alternator, 730 cold-cranking Amp Battery, High-capacity Air Filter, External Oil Cooler, Transmission Cooler, Skid Plates, 17-inch Steel Wheels with All-Season Tires, 40/20/40 split-bench Front Seat, Bluetooth® Wireless Technology for Select Phones, Push Button Start, Cruise Control, Power Mirrors, HD Rear Vision Camera, Cloth Front Seat Trim / Rear Vinyl, Heavy-Duty Rubberized Vinyl Floor Covering, Work Truck Convenience Package, Trailering Package, Hitch Guidance, Power Heated-Adjustable Outside Mirrors, Power Windows & Door Locks, Remote Keyless Entry, Remote Locking & Release Tailgate, Tubular Assist Steps & Under Body Full Size Spare. Make Payment to: Holiday Chevrolet 1009 Highway 82 West Whitesboro, Tx 76273 Customer PO # Taylor TX Fire - WO # - Work Order Title Vehicle as: City of Taylor 304 E. 3rd Street Taylor, Texas 76574 Customer Contact is: Daniel Baum Fire Chief / EMC Taylor Fire Department 304 E. 3rd Street Taylor, Texas 76574 Office: 512-352-6992 Fax: 512-365-1339		1	42,525.00	42,525.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

Date	7/21/2022
Estimate #	34169
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Taylor TX FD 304 E. 3rd Street Taylor, Texas 76574

Customer Contact	
Customer Phone	(512) 352-6992
Customer E-mail	daniel.baum@taylor.tx.gov

2023 Chevrolet Silverad...	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
*** All Red & White Lighting except for some Amber on the rear please ***				
2 Year Texas State Inspection Certificate		1	7.00	7.00
Defender Supply SILVERADO Marked Patrol Slicktop Base Package				7,504.79
- Full Function Dual Color LED Low Profile Visor Light Bar with Full Across Take Down, Progressing Flash Patterns with Slide Switch, Cruise, Low Power (R/W, B/W).				
- Core Controller, SYNC Module, OBDII Canport Harness, Output Expansion Module, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard.				
- Tri Color Super LED Light Heads (R/B/W) Forward Facing Mounted in Front Grill. Take Down, Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities.				
- 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities.				
- 1 Front Cabin Dome Light.				
- Contoured Police Console With Dual Cup Holder, Arm Rest and 2 Magnetic Mic Clips.				
- Defender Supply Wiring Harnesses and Power Distribution Block.				
- Includes Installation.				
Defender Supply Dual Tone Siren Package for Core. Includes Amp, 100 Watt Speaker, Bracket. Includes Installation.		1	719.43	719.43

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

Date	7/21/2022
Estimate #	34169
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Taylor TX FD 304 E. 3rd Street Taylor, Texas 76574

Customer Contact	
Customer Phone	(512) 352-6992
Customer E-mail	daniel.baum@taylortx.gov

2023 Chevrolet Silverad...	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Defender Supply Low Frequency Siren Package for Core. Includes Amp, 1 Subwoofer Speaker, Bracket. Includes Installation.		1	1,024.35	1,024.35
Customer Supplied Radio Information Police Radio Make & Model: two Motorola APX 8500 1 or 2 Piece Radio Unit: Both 1-Piece Control Head Info: 05 Frequency Used: 800Mhz & VHF - Customer Supplied VHF			0.00	0.00
Defender Supply Two-Way (800) Radio Antenna and Coaxial Cable. Includes Installation.		1	207.00	207.00
Customer Supplied Docking Station				
Defender Supply Computer Mount; Console. Includes Installation.		1	429.35	429.35
Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function. Includes Installation.		1	974.85	974.85
Defender Supply Rear Side Window SILVERADO Lighting Package - Includes 2 Tri Color Super LED Light Heads (R/B/W), Mounted in Rear Side Glass on Rear Passenger Doors with Brackets. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	508.00	508.00
Defender Supply SILVERADO Traffic Advisor Package - 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted in the Rear Window with Vehicle Specific Shroud and Brackets.				1,075.00
Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (1x R/W, 1x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.		1	376.25	376.25

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

Date	7/21/2022
Estimate #	34169
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Taylor TX FD 304 E. 3rd Street Taylor, Texas 76574

Customer Contact	
Customer Phone	(512) 352-6992
Customer E-mail	daniel.baum@taylor.tx.gov

2023 Chevrolet Silverad...	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Defender Supply Rear Seat Dome Light - Includes 2, 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Switches on the C-pillar for the Corresponding Side. Includes Installation.		1	281.40	281.40
Defender Supply Duty/Personal-Size Rechargeable Metal Multi-Function Flashlight Using LED Illumination Rated at 650 Lumens. A 200 Lumens Unfocused Floodlight is Integrated into the Housing. Flashlight Switches Provide Momentary or Constant-On Functionality with User-Selectable High, Medium or Low-Brightness Settings as well as a Disorienting Strobe.		1	280.41	280.41
Defender Supply RetraxONE MX Retractable Truck Bed Cover for 2022 Chevrolet Silverado 1500 Crew Cab 147" Work Truck, (69.92" Bed) Includes Shipping and Installation.		1	1,698.50	1,698.50
Defender Supply Pickup Truck Bed Slide for 5'5" Bed . Includes Shipping and Installation.		1	1,422.50	1,422.50
Kussmaul Auto Charge 11 Automatic Battery Charger - This charger is designed for vehicles with dual batteries and negative ground.		1	625.00	625.00
Kussmaul Super Auto Ejects - Designed for Emergency Vehicles & to Automatically Disconnects Shoreline - Available in different colors to match vehicle body color. Red		1	373.98	373.98
Installation of Above Kussmaul Auto Charge		2	125.00	250.00
No Graphics Paint Lower Portion of Truck in Victory Red - Please see customer supplied Picture		1	3,996.24	3,996.24
Window Tint - For Two Front Windows		1	79.95	79.95
Vehicle Dealer Prep		1	130.00	130.00
Wash and Prepare Vehicle for Delivery to Customer		1	100.00	100.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

Date	7/21/2022
Estimate #	34169
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Taylor TX FD 304 E. 3rd Street Taylor, Texas 76574

Customer Contact	
Customer Phone	(512) 352-6992
Customer E-mail	daniel.baum@taylortx.gov

2023 Chevrolet Silverad...	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Installation of Customer Supplied Equipment		2	125.00	250.00
Police Radio - Motorola				
Police Radio Speaker				
Police Radio Wiring Harness				
Police Radio Roof Antennas - One VHF				
Motorola Radio Charger				
Sierra Wireless Airlink Modem & Antennas				
Knox Key Secure				
Docking Station				
Graphics				
Customer to Pick Up Vehicle(s)				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

Date	7/21/2022
Estimate #	34169
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Taylor TX FD 304 E. 3rd Street Taylor, Texas 76574

Customer Contact	
Customer Phone	(512) 352-6992
Customer E-mail	daniel.baum@taylortx.gov

2023 Chevrolet Silverad...	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
- Work Order # - Requesting Customer Supplied Parts Hi Sir, I am being asked by the service department to have your customer supplied equipment shipped to us. Please mark the box(s) with "WO # " so we can get your equipment checked in correctly. I show you are supplying the following equipment: Police Radio - Motorola Police Radio Speaker Police Radio Wiring Harness Police Radio Roof Antennas - One VHF Motorola Radio Charger Sierra Wireless Airlink Modem & Antennas Knox Key Secure Docking Station Graphics Please ship to: Defender Supply Parts Department – WO # 845 FM 407 West Argyle, Texas 76226 Office (903) 771-0845 Thanks, George				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total	\$65,019.00
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Signature _____



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 12
Agenda Title: Introduce Ordinance 2022-29 entitled
“Right-of-Way Management” repealing
and replacing existing Chapter 25, Article II – Street
Cuts of the Code of Ordinances.

Council Action to be taken: Introduce ordinance

Department Submitted: City Manager

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

This agenda item provides for the introduction of an ordinance establishing new right-of-way management standards.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City allows multiple franchised utilities and other users to access the City’s right-of-way. It is necessary to establish updated standards governing the use and maintenance of the City’s right-of-way to ensure public safety and proper asset management.

The City contracted with Carly Kehoe of KPCG Group to draft the ordinance and facilitate feedback from franchise utilities.

The new ordinance includes the following key components:

1. Right-of-way user registration, authorization and compensation for use
2. Construction permitting
3. Construction and maintenance standards
4. Plans of record requirements
5. Relocation of facilities if required
6. Repair of improperly installed facilities
7. Restoration of property
8. Revocation or denial of permit
9. Appeals process
10. Inspections
11. Procedure for removal of abandoned facilities
12. Underground facilities preferred
13. Tree maintenance notice provision

14. Identification signage
15. Graffiti abatement
16. Alternate means or methods
17. Orderly use of right-of-way by multiple users
18. Administrative hearing

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Establishing comprehensive standards for the use and maintenance of the City's right-of-way by franchise utilities and other users	Will require more city resources to manage the enhanced processes

4. RECOMMENDATION

Staff recommends introducing the ordinance.

5. FUNDING SOURCE

Funds for the contract with KPCG Group were included in the FY 2021-22 fiscal year budget.

6. TIMELINE

Ordinance introduction – July 28, 2022

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

12a. [Ordinance 2022-29](#)

ORDINANCE NO. 2022-29

AN ORDINANCE ENTITLED “RIGHT-OF-WAY MANAGEMENT” OF THE CODE OF ORDINANCES OF THE CITY OF TAYLOR, TEXAS REPEALING THE CURRENT CHAPTER 25 ARTICLE II ENTITLED “STREET CUTS” AND REPLACING IT WITH THE FOLLOWING CHAPTER 25 ARTICLE II ENTITLED “RIGHT-OF-WAY MANAGEMENT” PROVIDING FOR DEFINITIONS, PROVIDING FOR CRIMINAL PENALTIES, PROVIDING FOR AUTHORIZATION, REGISTRATION, COMPENSATION AND FEES; CONSTRUCTION PERMITS; PROVIDING FOR CONSTRUCTION AND MAINTENANCE STANDARDS; PROVIDING FOR PLANS OF RECORD; PROVIDING FOR CONFORMANCE WITH PUBLIC IMPROVEMENTS; PROVIDING FOR IMPROPERLY INSTALLED FACILITIES; PROVIDING FOR RESTORATION OF PROPERTY; PROVIDING FOR REVOCATION OR DENIAL OF PERMIT; PROVIDING FOR APPEAL FROM REVOCATION OR DENIAL OF PERMIT; PROVIDING FOR INSPECTIONS; PROVIDING FOR ABANDONED FACILITIES; PROVIDING THAT UNDERGROUND INSTALLATION IS PREFERRED; PROVIDING FOR AS BUILT MAPS AND RECORDS; PROVIDING FOR COURTESY AND PROPER PERFORMANCE; PROVIDING FOR DRUG POLICY; PROVIDING FOR TREE MAINTENANCE; PROVIDING FOR SIGNAGE; PROVIDING FOR GRAFFITI ABATEMENT; PROVIDING FOR ALTERNATE MEANS OR METHODS; WAIVER; PROVIDING FOR ORDERLY USE OF THE RIGHT-OF-WAY BY MULTIPLE USERS; PROVIDING FOR A DESIGN MANUAL; PROVIDING FOR PROHIBITED OR RESTRICTED AREAS FOR WIRELESS FACILITIES IN THE RIGHT-OF-WAY; PROVIDING FOR PREFERRED LOCATIONS; PROVIDING FOR ORDER OF PREFERENCE REGARDING ATTACHMENT TO EXISTING FACILITIES; PROVIDING FOR PLACEMENT REQUIREMENTS; PROVIDING FOR CAMOUFLAGE REQUIRED WHEN POSSIBLE; PROVIDING FOR GENERAL REQUIREMENTS; PROVIDING FOR ELECTRICAL SUPPLY; PROVIDING FOR INSTALLATION AND INSPECTIONS; PROVIDING FOR REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, MAINTENANCE AND REPAIR; PROVIDING FOR REQUIREMENTS UPON ABANDONMENT; PROVIDING FOR GENERAL PROVISIONS; PROVIDING FOR INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS; PROVIDING FOR DESIGN MANUAL UPDATES; PROVIDING FOR ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION; PROVIDING FOR FRANCHISE FEES CITY UTILITIES; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Taylor finds that the right-of-way, including but not limited to the streets, sidewalks, and utilities located therein are vital to the everyday life of its citizens, visitors and businesses; and

WHEREAS, the City finds that there is limited available space in the right-of-way for the many competing uses of said space; and

WHEREAS, the City is charged with conserving the limited physical capacity of the public rights-of-way which are held in public trust by the city for the benefit of its citizens, visitors, and businesses; and

WHEREAS, the following regulations are necessary to assist in the management of facilities placed in, or over the public rights-of-way and in order to minimize the congestion, inconvenience, visual impact and other adverse effects that can occur during construction in the rights-of-way, and to manage costs to the citizens resulting from the placement of facilities within the public rights-of-way; and to govern the use and occupancy of the public rights-of-way; and

WHEREAS, the following regulations are necessary to preserve the physical integrity of the streets and highways; and to control the orderly flow of vehicles and pedestrians; and to keep track of the different entities using the rights-of-way to prevent interference between them; and to assist on scheduling common trenching and street cuts; and to protect the safety, security, appearance, and condition of the public rights-of-way; and

WHEREAS, orderly use and management of the rights-of-way is required for economic development; and

WHEREAS, the following regulations are necessary to preserve and protect the health, safety and welfare of the City of Taylor, Texas and its citizens, visitors, travelers, and businesses.

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

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. That the entirety of Chapter 25 Article II of Taylor City Code, along with any part of previously adopted ordinances contained in Chapter 25 Article II, is hereby repealed.

Section 3. That a new Chapter 25 Art. II, entitled "Right-of-Way Management" is hereby adopted to read as follows:

Chapter 25

*[**Suggest possibly including these as 16-18 (currently reserved in Art. I)*

Sec. 25-16. – Title; policy and purpose.

This chapter/article may be known and cited as the Right-of-Way Management Ordinance for the City of Taylor, Texas.

The City of Taylor enacts these regulations to manage the public right-of-way, to ensure public health, safety and welfare and to promote the most efficient use of the right of way first and foremost for the traveling public, and also for water and sewer uses and for utility uses designed to benefit the citizens of the City of Taylor, including such uses as have been recognized in statutory and common law in the State of Texas.

Sec. 25-17. - Construction; governing law; venue.

This chapter/article shall be construed under and in accordance with the laws of the State of Texas and the City Charter and City Code to the extent that such Charter and Codes are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas. All obligations of the parties hereunder are performable in Williamson County, Texas.

All provisions of this Chapter shall apply to all right-of-way users involved with the Right-of-Way, all work performed therein, any facilities maintained therein or any other matter as applicable.

Sec. 25-18. - Scope.

This chapter shall be effective within the geographical limits of the city, including any areas subsequently annexed by the city.]

ARTICLE II. - RIGHT-OF-WAY MANAGEMENT

Sec. 25-19. - Definitions.

The definitions in this section apply to all of Chapter 25 Art. II.

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to

Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Access line means (A) means, unless the commission adopts a different definition under Section 283.003, a unit of measurement representing: (i) each switched transmission path of the transmission media that is physically within a public right-of-way extended to the end-use customer's premises within the municipality, that allows the delivery of local exchange telephone services within a municipality, and that is provided by means of owned facilities, unbundled network elements or leased facilities, or resale; (ii) each termination point or points of a non-switched telephone or other circuit consisting of transmission media located within a public right-of-way connecting specific locations identified by, and provided to, the end-use customer for delivery of non-switched telecommunications services within the municipality; or (iii) each switched transmission path within a public right-of-way used to provide central office-based PBX-type services for systems of any number of stations within the municipality, and in that instance, one path shall be counted for every 10 stations served; and (B) may not be construed to include interoffice transport or other transmission media that do not terminate at an end-use customer's premises or to permit duplicate or multiple assessment of access line rates on the provision of a single service.

Ancillary means secondary, supporting, or subordinate.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means: (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and (B) local amendments to those codes to the extent not inconsistent with this chapter

Applicant means a right-of-way user submitting an application or proposal to the City for a license, franchise, permit or notice to install facilities or equipment or work in the Right-of-Way.

Application or *proposal* are synonymous for the purposes of this chapter. An "application" or "proposal" means the process by which the applicant submits a request and indicates a desire to be granted a license, permit or franchise for all, or a part, of the city. An "application" or "proposal" includes all written documentation, and official statements and representations, in whatever form, made by an applicant to the city.

Assignment of an authorization or *transfer of an authorization* means any transaction or action which effectively or actually transfers the authorization or franchise or changes operational or managerial control from one (1) right-of-way user or entity to another.

Authorization or *Agreement to use the Right-of-Way* means a negotiated privilege pursuant to an agreement between the city in its discretion and a right-of-way user, allowing a right-of-way user to occupy any portion of a street, right-of-way, or easement owned or controlled by the City, and may be for a limited period of time or for a specific purpose.

Certificated telecommunications provider means a right-of-way user who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the commission to offer local exchange telephone service or a right-of-way user who provides voice service.

City means the City of Taylor, Texas or its lawful successor, and includes the City Council.

City Council or *Council/Franchising Authority* means the city council for the City of Taylor, Texas or its lawful successor, which is the governing body for the city.

City Manager shall mean the City Manager or designee.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Commission means the Public Utility Commission of Texas.

Communications network means a component or facility that is, wholly or partly, physically located within a public right-of-way and that is used to provide video programming, cable, voice, or data services.

Consumer price index means the annual revised consumer price index for all urban consumers for Texas, as published by the Federal Bureau of Labor Statistics.

Concealment or *Camouflaged* means any Wireless Facility or Pole that is covered, painted, disguised, or blended in to its environment or otherwise hidden or kept from sight such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

DAS or *Distributed Antenna System* shall be included as a type of Network Node and have the same meaning as “Network Node.”

Decorative Pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or *disaster* or *emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents

of the city is threatened, and includes, but is not limited to any declaration of emergency by city, state or federal governmental authorities.

Easement means, refers to or shall include any public easement or other compatible use, whether created by dedication or by the other means, for uses which include public utility purposes or any other purpose whatsoever. "Easement" may include a private easement used for the provision of utilities, depending upon usage.

FCC or Federal Communications Commission means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Fiber able or Fiber Optic Cable means a form of communication transmission that uses light to send data, high quality video and sound.

Franchise or Franchise Agreement means the initial authorization, or subsequent renewal granted by the city in order for a right-of-way user to construct, operate, and maintain a system in all, or part, of the city right-of-way.

Franchise expiration means the date of expiration, or the end of the term of a franchise, permit or license agreement.

Franchise fee means the user fee or charge that the city requires as payment for using the streets, rights-of-way, public ways, and easements of the city.

Gross receipts means any and all compensation which is derived from the operation of the system, and which is attributable to the systems operations within the city as allowed by law.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance

Local means within the geographical boundaries of the City of Taylor, Texas.

Local exchange telephone service has the meaning assigned by Section 51.002, Utilities Code.

Mayor means the Mayor for the City of Taylor, Texas.

Macro Tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

Micro Network Node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipally Owned Utility Pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

Municipal Park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

MUTCD means Manual of Uniform Traffic Control Devices

Network Node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term: (A) includes: (i) equipment associated with wireless communications; (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and (B) does not include: (i) an electric generator; (ii) a pole; or (iii) a macro tower.

Network Provider means: (A) a wireless service provider; or (B) a right-of-way user that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider: (i) network nodes; or (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node Support Pole means a pole as defined by Chapter 284 of the Texas Local Government Code.

Park has the same meaning as “Municipal Park.”

Permit means a document issued by the City authorizing installation, removal, modification and other work for equipment or facilities in accordance with the approved plans and specifications.

Right-of-way user means any individual, corporation, business, trust, estate, trust, partnership, association of two (2) or more right-of-way users having a joint common interest, governmental agency, or other legal entity, including the city.

Pole means a service pole, municipally owned pole, node support pole, or other utility pole, and shall include network node support pole.

Provider has the same meaning as “Network Provider.”

PROWAG means Public right-of-way accessibility guidelines.

Public Right-of-Way Management Ordinance means this chapter 25 article II of the City of Taylor Ordinances and includes all other Taylor ordinances that comply with Chapter 284 of the Local Government Code.

Right-of-Way, Public Way or Public Right-of-Way or Public Rights-of-Way or Rights-of-Way or Right-of-Way, (ROW) means the surface of, and the space above and below a public street, road, highway, freeway, land, path, public way or place, alley, court, boulevard, parkway, drive, or other easement now or hereafter held by the city (including any street, as defined, which is acquired by eminent domain) for the purpose of public travel and shall include other easements or rights-of-way now or hereafter held by the city (including any easements or rights-of-way acquired by eminent domain) which shall, with their proper use and meaning, entitle the city or utility provider, with proper authorization, to use thereof for the purpose of installing or transmitting utilities over poles, wires, cable, conductors, ducts, conduits, viaducts, manholes, amplifiers, appliances, attachments, and other property as may ordinarily be necessary.

The term does not include a private easement or the airwaves above a public right-of-way with regards to wireless telecommunications.

Service Pole means a pole, other than a Municipally Owned Utility Pole, owned or operated by a municipality and located in a Public Right-of-Way, including: (A) a pole that supports traffic control functions; (B) a structure for signage; (C) a pole that supports lighting, other than a Decorative Pole; and (D) a pole or similar structure owned or operated by a municipality and supporting only Network Nodes.

Small Cell shall be included as a type of Network Node and have the same meaning as “Network Node.”

State means the State of Texas.

Stealth shall mean an approved manner of concealment as defined above (see *Concealment or Camouflaged*)

Street means only the portion of the right-of-way with a specially prepared surface used for vehicular travel, which surface may be concrete, asphalt, or other material commonly used to prepare a surface for vehicular travel, and is limited to the area between the inside of the curb (when there is a curb) to the inside of the opposite curb, and does not include the curb area or the area between the two parallel edges of the surface used for vehicular travel where there is no curb. A Street is generally part of, but less than, or smaller in width than, the size or width of the right-of-way. Right-of-Way includes the sidewalks and utility easements and Street does not include a sidewalk or utility easement. A Street does not include the curb, sidewalk, ditch, if any or present either at time of permitting or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Thoroughfare shall have the same meaning as “Street.”

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport Facility means each transmission path physically within Right-of-Way, extending with a physical line from a Network Node directly to the network, for the purpose of providing backhaul for Network Nodes.

U.S.C. means United States Code.

Underground District or Underground Requirement Area or Underground Area means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, or other public or private restrictions, that prohibit installing aboveground structures in a Public Right-of-Way.

User means a right-of-way user or organization that owns, places or uses facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility Pole means a pole that provides: (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or (B) services of a telecommunications provider, as defined by section 51.002 of the Utilities Code.

Voice service means voice communications services provided through wireline facilities located at least in part in the public right-of-way, without regard to the delivery technology, including Internet protocol technology. The term does not include voice service provided by a commercial mobile service provider as defined by 47 U.S.C. Section 332(d).

Wireless Service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.

Wireless Service Provider means a right-of-way user that provides Wireless Service to the public.

Wireless facilities means “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code chapter 284.

Sec. 25-20. Unauthorized use of public rights-of-way.

The City may institute all appropriate legal action to prohibit any right-of-way user from knowingly using the public rights-of-way unless the right-of-way user has complied with the terms of this article.

This chapter shall not be construed as imposing upon the City or any official or employee any liability or responsibility for damages to any right-of-way user injured by the performance of any work for which a permit is issued hereunder, nor shall the City or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any work.

Sec. 25-21. – Right-of-way construction.

No right-of-way user shall commence or continue with the construction, installation or operation of facilities within the right-of-way in the city except as provided by the ordinances of the city and the directives of the City Manager. All construction activity in city right-of-way will be in accordance with this chapter.

Sec. 25-22. – Authorization; Registration; Compensation and Fees.

A. Registration

(1) In order to protect the public health, safety and welfare, all users of the right-of-way will register with the City of Taylor.

(2) Registration and permits will be issued in the name of the right-of-way user who will own the facilities.

(3) Registration and permits are not authorizations to install facilities in the rights-of-way, such authorization must be through municipal franchise or license or municipal agreement, except when otherwise required by state law.

(4) Registration must be renewed every five (5) years. For utilities with a current franchise or license, the franchise or license will be evidence of renewal. If a registration is not renewed and subject to sixty-day notification to the owner, the facilities of the user will be deemed to have been abandoned.

(5) When any information provided for the registration changes, the user will inform the City of Taylor of the change no more than thirty (30) days after the date the change is made.

(6) Registration shall include:

- (a) The name of the user of the right-of-way;
- (b) The name, address and telephone number of people who will be contact right-of-way user(s) for the user;
- (c) The name, address and telephone number of any contractor or subcontractor, if known, who will be working in the right-of-way on behalf of the user;
- (d) The name(s) and telephone number of an emergency contact who shall

be available twenty-four (24) hours a day and said emergency contact shall be employed by and have binding and decision-making authority for the owner of the facilities;

(e) Insurance

(1) Prior to construction in the right-of-way, an applicant must provide, and users must maintain, acceptable proof of liability insurance in the total amount of six million dollars (\$6,000,000.00); one million dollars (\$1,000,000.00) primary plus five million dollars (\$5,000,000.00) umbrella if requested by the owner of the facilities, or other provisions as acceptable to the City Manager. The City reserves the right to review the insurance requirements and to reasonably adjust insurance coverage and limits when the City Manager determines that changes in statutory law, court decisions, or the claims history of the industry or the applicant or user require adjustment of the coverage.

(2) The coverage must be on an "occurrence" basis and must include coverage for right-of-way useral injury, contractual liability, premises liability, medical damages, underground, explosion and collapse hazards.

(3) Each policy must include a cancellation provision in which the insurance company is required to notify the city in writing not fewer than thirty (30) days before canceling, failing to renew, or reducing policy limits.

(4) The applicant shall file the required original certificate of insurance prior to any commencement of work. The certificate shall state the policy number; name of the insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration date; and specific coverage amounts. The City may accept a certificate of insurance or the city may require another form of legally binding proof of insurance.

(5) An insurer has no right of recovery against the city. The required insurance policies shall protect the right-of-way user and the city. The insurance shall be primary coverage for losses covered by the policies.

(6) The policy clause "other insurance" shall not apply to the city if the city is an insured under the policy.

(f) Bonds

(i) Applicant or Applicant's contractor, at City's option, shall file an annual surety bond which will be valid each year construction will occur through one (1) full year after the completion of the construction from a surety company authorized to do business in the State of Texas in the amount of the estimated amount of the cost to restore the right-of-way for the work anticipated to be done in that year, in the event the applicant leaves a job site in the right-of-way unfinished, incomplete or unsafe or other provisions as acceptable to the City Manager.

(ii) The above requirements may be met by utilities with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the city.

(g) Indemnity

(i) to the extent allowed by state law, each right-of-way user placing facilities in the public rights-of-way shall agree to promptly defend, indemnify and hold the city harmless from and against all damages, costs, losses or expenses (i) for the repair, replacement, or restoration of city's property, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective as a result of the right-of-way user's acts or omissions, (ii) from and against any and all claims, demands, suits, causes of action, and judgments for (a) damage to or loss of the property of any right-of-way user (including, but not limited to the right-of-way user, its agents, officers, employees and subcontractors, city's agents, officers and employees, and third parties); and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any right-of-way user (including, but not limited to the agents, officers and employees of the right-of-way user, right-of-way user's subcontractors and city, and third parties), arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of the right-of-way user, its agents, employees, and/or subcontractors, in the performance of activities pursuant to this article.

(ii) This indemnity provision shall not apply to any liability resulting from the negligence of the city, its officers, employees, agents, contractors, or subcontractors.

(iii) The provisions of this indemnity are solely for the benefit of the city and are not intended to create or grant any rights, contractual or otherwise, to any other right-of-way user or entity.

- (7) The above requirements may be met by utilities with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the city.
- (8) Failure to maintain registration requirements. In addition to all other legal penalties, including criminal penalties; failure to register or to maintain and update registration information may result in denial of a permit application or removal of facilities.

B. Authorization

(1) Municipal Authorization or Agreement shall be required, except when clearly preempted by state law. Nothing in this ordinance shall be considered to grant authorization to any user. When any state law authorizing right-of-way use is struck down, pre-empted, declared to be invalid or void, in whole or in part, the user relying upon said law for authorization shall seek separate authorization or shall cease using the right-of-way.

(2) When Municipal Authorization or Agreement is required, permit for construction work may not be submitted until said Authorization or Agreement is obtained.

(3) Municipal authorization does not extend to the use of any property or facilities other than the right-of-way.

(4) Municipal authorization does not address or allow the use of third-party facilities in the right-of-way.

(5) This Chapter does not constitute or create authority to place, reconstruct, or alter facilities in, on, or over the public rights-of-way, and said authority must be obtained by separate instrument in accordance with this section or by operation of other laws.

C. Compensation and fees

(1) Municipal right-of-way use shall be compensated as required by the state constitution, state law, franchise, license or other agreement.

(2) The City may structure due dates on payments in such a manner so as to be administratively efficient.

(3) Application fees, as allowed by state law, for work or installations in the right-of-way shall be the fees set by the City Council. Such fees may be set by ordinance, resolution, in the budget or by any other lawful means.

Failure to pay application fees, or failure of any payment to properly process shall result in the denial or withdraw of a permit.

Sec. 25-23. – Construction in the right-of-way – Permitting.

A. No right-of-way user shall perform any construction or installation of facilities in the right-of-way without first obtaining a construction permit, except as provided herein. The permit will be in the name of the right-of-way user who will own the facilities to be constructed. The permit must be completed and signed by a representative of the owner of the facilities to be constructed.

(1) Emergency responses related to existing facilities may be undertaken without first obtaining a permit; however the City should be notified in writing within two (2) business days of any construction related to an emergency response; including a reasonably detailed description of the work performed in the right-of-way and an updated map of any facilities that were relocated, if applicable.

(2) The phrase "construction or installation of facilities" does not include the installation of facilities necessary to initiate service to a customer's property, or repair or maintenance of existing facilities unless such repair or maintenance requires the breaking of pavement; the closure of a nonresidential traffic lane; excavation or boring.

B The permit shall state to whom it is issued, location of work, location of facilities, dates and times work is to take place and any other conditions set out by the City Manager or designee.

C The right-of-way user requesting a permit will provide the City Manager or designee with documentation in the format specified by the City Manager describing:

(1) The proposed, approximate location and route of all facilities to be constructed or installed and the applicant's plan for right-of-way construction should be shown on a set of scaled dimensioned and stamped construction plans, plan/profile sheet, a street

view and an aerial map. Said plans should indicate the current right-of-way lines and any existing city facilities. Said plans shall show any proposed underground conduit, type of casing pipe required, if applicable, overhead lines, network nodes, ancillary equipment, or any other facilities to be installed. The drawings shall show a cross sectional profile, identify all existing easements and utilities and any existing or potential utility conflicts.

(2) For installation of any proposed pole applicant shall provide sectional detail showing depth of anchor, scaled dimensional drawings of the proposed pole, as well as any other proposed equipment associated with the proposed installation, and shall indicate spacing from existing curb, driveways, sidewalk, light poles, and any other poles or appurtenances.

(3) All applications shall include a current before and after street view image. The after-image needs to include any proposed poles and all proposed attachments, and any associated or ancillary equipment, whether attached or standalone.

(4) If the project is within the State right-of-way, the applicant must provide evidence of a permit or permission from the State.

(5) If a City pole or poles or light structure or structures will be used or will be in the area of the proposed construction, the pole or poles or light structure or structures will be identified. No electric meter shall be mounted on a City pole or light structure.

(6) Provider / Applicant shall use 240 voltage when connecting to any City infrastructure and provide key to meter upon installation.

(7) All plans shall reflect that no facilities to be installed will obstruct an existing or planned sidewalk, walkway, bicycle lane or lane of vehicular traffic.

(8) Engineering plans which will be on a scale of one (1) inch equals fifty (50) feet and signed by a Texas licensed professional engineer unless otherwise approved by City Manager.

(9) Detail of the location of all right-of-way and utility easements which applicant plans to use.

(10) Detail of all existing city utilities in relationship to applicant's proposed route.

(11) Detail of what applicant proposes to install, such as network nodes, poles, pipes, size, number of innerducts, valves, or other facilities.

(12) Detail of plans to remove and replace asphalt or concrete in streets (include City of Taylor standard construction details).

(13) Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, network nodes, micro-network nodes, or other facilities, including depth located in public right-of-way.

(14) Handhole and/or manhole typicals of type of manholes and/or handholes applicant plans to use or access.

(15) Complete legend of drawings submitted by applicant.

(16) Five (5) sets of stamped engineering plans plus one electronic version on a USB must be submitted with permit application.

(17) The name, address and phone numbers of the contractor or subcontractor who will perform the actual construction, including the name and telephone number of an

individual with the contractor who will be available at all times during construction. Such information shall be required prior to the commencement of any work.

(18) The construction and installation methods to be employed for the protection of existing structures, fixtures, and facilities within or adjacent to the right-of-way, and a schedule of the dates and times work will occur, all of which (methods, dates, times, and other applicable information) are subject to approval of the City Manager or designee.

(19) A statement that the requirements of subsection 25-22 “Registration” are met.

(20) A traffic control plan approved by the City Manager, which shall specify the traffic control measures to be provided, SWPPP, and trench safety plan may also be required based on the proposed scope of work. An approved traffic control plan which meets TMUTCD standards shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required.

(21) No projecting attachments shall be less than eight (8) feet above the ground, if not projecting toward the street. If an attachment is projecting toward the street, the attachment shall be installed no less than sixteen (16) feet above the ground.

(22) Any proposed work that involves the installation of facilities that will utilize radio frequencies shall not cause any interference with City public safety radio system, traffic signal light system or other City communications systems or components, regardless of whether or not a permit is required. The right-of-way user shall provide evidence in a form acceptable to the City that the proposed installation will be compatible with said City systems and will not cause any interference with the City public safety radio system, traffic signal light system or other City communications systems or components. No installation shall be allowed to be installed or to remain in the right-of-way that causes any such interference.

(23) The plans shall demonstrate that all federal and state laws and city ordinances including the engineering and other technical manual(s), and any amendments thereafter, will be obeyed, and that all sections of this Chapter, including Article II “Design Manual” will be complied with as applicable. Construction in right-of-way adjacent to a school shall be required to follow all state law requirements, including the requirements in the Educational Code regarding work on school grounds, including but not limited to chapters 21 and 22, as applicable.

D. All construction and installation in the right-of-way shall be in accordance with the permit for the facilities. The City Manager or designee shall be provided access to the work and to such further information as he or she may reasonably require to ensure compliance with the permit. At the city request, contractor shall have at all times a project manager on-site during construction.

E. A copy of the construction permit and approved engineering plans shall be maintained at the construction site and made available for inspection by the City Manager or designee at all times when construction or installation work is occurring.

F. All construction or installation work authorized by permit must be completed in the time specified in the construction permit. If the work cannot be completed in the specified time periods, the permittee may request an extension from the City Manager or designee. The City Manager or designee will use best efforts to approve or disapprove a request for permit as soon as possible. At the city’s request, prior notification to citizens on such project

and contact information shall be provided. No work shall commence until city is satisfied with such notification.

G. A copy of any permit or approval issued by federal or state authorities for work in federal or state right-of-way located in the City of Taylor, if requested by the City Manager, and a copy of written permission for work in railroad right-of-way from the applicable railroad if requested by the City Manager;

H. A request for a permit and all required documentation must be submitted at least ten (10) working days before the proposed commencement of work in the request, unless waived by the City Manager or designee.

I. Requests for permits will be approved or disapproved by the City Manager or designee within a reasonable time of receiving all the necessary information. The City Manager or designee will use best efforts to approve or disapprove a request for permit as soon as possible.

J. The City Manager or the applicant can request a pre-construction meeting with the permittee and their construction contractor.

K. Permit applications are required for construction on new, replacement or upgrading of the company's facilities in the right-of-way either aerial or underground.

L. The failure of a right-of-way user to request and obtain a permit from the City prior to performing any of the above listed activities in, or over any right-of-way, except in an emergency, will subject the right-of-way user to a stop-work order from the City and enforcement action pursuant to the City's Code of Ordinances.

M. If the right-of-way user receiving the permit fails to act upon the permit within one hundred eighty (180) calendar days of issuance, the permit shall become invalid, and the right-of-way user will be required to obtain another permit.

N. If State or Federal law provides that a permit is not required for certain work to be done, then a right-of-way user proposing to do such work shall be required to provide notice two (2) working days prior to performing such work. The following requirements must be met, even if no permit is required pursuant to State or Federal law:

Sec. 25-27. – Construction and Maintenance standards.

A. The following shall be required when facilities are constructed or repaired in the Right-of-Way, regardless of whether a permit is required, and, to the extent applicable, for as long as the facilities remain in the Right-of-Way.

(1) The City must be notified forty-eight (48) hours in advance that construction is ready to proceed by the right-of-way user, their contractor or representative. The right-of-way user or contractor must have previously called for any needed locations for right-of-way facilities. At the time of notification, the right-of-way user will inform the City Manager of the number (or other information) assigned from the one-call system. The provider must have previously contacted the City and obtained all needed locational information for City utilities.

(2) All construction, including emergency responses, shall be in conformance with all city codes and technical manuals and applicable local, state and federal laws and must be done in a good and workmanlike manner and in accordance with all applicable sections of this chapter.

(iii) On unimproved streets or alleys with gravel or dirt surface the ditch shall be backfilled Flexible Base, in accordance with TxDOT item 247 specification, acceptable to the street superintendent, filled level with top of ditch.

(3) Three by three (3 × 3) feet information signs stating the identity of the right-of-way user doing the work, telephone number and permittee's identity and telephone number shall be placed at the location where construction is to occur forty-eight (48) hours prior to the beginning of work in the right-of-way and shall continue to be posted at the location during the entire time the work is occurring. An informational sign will be posted on public right-of-way one hundred (100) feet before the construction location commences and each one hundred (100) feet thereafter, unless other posting arrangements are approved or required by the City Manager.

(4) Erosion control measures (e.g. silt fence, inlet protection, rock filter dams) and advance warning signs, markers, cones and barricades must be in place before work begins.

(5) Lane closures on major thoroughfares will be limited after 8:30 a.m. and before 4:00 p.m. unless the City Manager grants prior approval. Arrow boards will be required on lane closures, with all barricades, advanced warning signs and thirty-six (36) inch reflector cones placed according to the specifications of the City Manager and must be in accordance with the filed lane closure plan approved by the City Manager.

(6) Permittees are responsible for the workmanship and any damages by contractors or subcontractors. A responsible representative of the permittee will be available to City staff at all times during construction.

(7) Permittee shall be responsible for storm water management erosion control that complies with city, state and federal guidelines. Requirements shall include, but not be limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing. Upon request permittee may be required to furnish documentation submitted or received from federal or state government.

(8) Permittee or contractor or subcontractor will notify the City Manager immediately of any damage to other utilities, either city or privately owned.

(9) It is the city's policy not to cut streets or sidewalks; however, when a street or sidewalk cut is required, prior approval must be obtained by the City Manager and all requirements of the City Manager shall be followed. Repair of all street and sidewalk removals must be made promptly to avoid safety hazards to vehicle and pedestrian traffic.

(10) Installation of facilities must not interfere with city utilities, in particular gravity dependent facilities.

(11) New facilities must be installed to a depth approved by the City Manager.

(12) All directional boring shall have locator place bore marks and depths while bore is in progress. The boring method and bore pit locations shall be identified. Locator shall place mark at each stem with paint dot and depth at least every other stem.

(13) The working hours in the rights-of-way are 9:00 a.m. to 4:00 p.m., Monday through Friday. Work that needs to be performed after 4:00 p.m. Monday through Friday must be approved in advance. Any work performed on Saturday must be approved twenty-four (24)

hours in advance by the City Manager. Directional boring is permitted only Monday through Friday 9:00 a.m. to 4:00 p.m., unless other hours are approved in advance. No work will be done on Sundays or city holidays, except for emergencies.

(14) People working in the right-of-way are responsible for obtaining line locates from all affected utilities or others with facilities in the right-of-way prior to any excavation. Use of the Geographic Information System or the plans of records does not satisfy this requirement.

(15) Permittee will be responsible for verifying the location, both horizontal and vertical, of all facilities. When required by the City Manager, permittee shall verify locations by pot holing, hand digging or other method approved by the City Manager prior to any excavation or boring with the exception of work involving lane closures, as discussed above.

(16) Placement of all manholes and/or hand holes must be approved in advance by City Manager. Handholes or manholes will not be located in sidewalks, unless approved by the City Manager.

(17) Locate flags shall not be removed from a location while facilities are being constructed.

(18) Construction which requires pumping of water or mud shall be contained in accordance with City of Taylor ordinances and federal and state law and the directives of the City Manager.

(19) All facilities installed in the right-of-way shall be in earth tone colors or in colors that blend with the surroundings, or if on a Service Pole or Municipally Owned Pole shall match the color and finish of the pole, or must be approved by the City.

(20) All facilities installed in the right-of-way shall be capable of being identified through a GIS shape file or other means as acceptable to the City Manager or designee. Said identification shall be provided at the time of application and shall be visible on the facilities when installed.

(21) Above ground wires shall be located on only one side of the right-of-way.

(22) The right-of-way user or contractor must obtain any needed permits for electrical work and provide sealed engineered drawings for conduit size, circuit size, calculations for Amperage, or any other required information. Provider shall be responsible for obtaining any required electrical power service to any installation. Any such electrical supply must be separately metered and must match City infrastructure voltage.

(23) Right-of-way users shall complete construction as expeditiously as possible and lane closures or work that inconveniences the traveling public shall be minimized. Lane closures shall not last longer than four (4) hours, unless a different period of time is shown on the permit.

(24) Right-of-way work shall be completed in the amount of time shown on the permit; but if no completion time is shown on the permit the work shall be complete in not more than one (1) year.

(25) All right-of-way work and facilities installed shall be done in a good workman like manner; shall meet all applicable codes; shall be maintained and kept in good repair and shall be aesthetically pleasing.

(26) All efforts shall be made to avoid or minimize negative visual impact to the surrounding area and to enhance the safety requirement for vehicles and pedestrians,

particularly in areas where small children or other vulnerable members of the population may be located.

(27) Installations which require ancillary ground equipment with a footprint of twenty-five (25) square feet or more shall be spaced at least 300 feet apart.

(28) The name, address and phone numbers of the contractor or subcontractor who will perform the actual construction, including the name and telephone number of an individual with the contractor who will be available at all times during construction. Such information shall be required prior to the commencement of any work.

(29) A statement that the requirements of subsection 25-22 "Registration" are met.

(30) A traffic control plan, which shall specify the traffic control measures to be provided, SWPPP, and trench safety plan may also be required based on the proposed scope of work. An approved traffic control plan shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required.

(31) A traffic control plan approved by the City Manager, which shall specify the traffic control measures to be provided, SWPPP, and trench safety plan may also be required based on the proposed scope of work. An approved traffic control plan shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required.

(32) Any proposed work that involves the installation of facilities that will utilize radio frequencies shall not cause any interference with City public safety radio system, traffic signal light system or other City communications systems or components, regardless of whether or not a permit is required. The right-of-way user shall provide evidence in a form acceptable to the City that the proposed installation will be compatible with said City systems and will not cause any interference with the City public safety radio system, traffic signal light system or other City communications systems or components. No installation shall be allowed to be installed or to remain in the right-of-way that causes any such interference.

B. To the extent applicable, the above requirements shall continue during the entire time that the installed facilities remain in the Right-of-Way.

C. Maintenance of ROW. Abutting landowners shall maintain ROW from private property lines up to centerline of such ROW. Landowners shall maintain vegetation in accordance with city ordinances and shall get prior approval for any repairs. From time to time, city shall have right to maintain is so chooses, but ultimate responsibility shall rest with adjacent landowner.

Sec. 25-24. – Plans of record.

(a) Right-of-way users will provide the City Manager or designee with plans of record within ninety (90) days of completion of facilities in the right-of-way. Users which have facilities in the right-of-way existing as of the date of this ordinance who have not provided plans of record shall provide one (1) quarter of the information concerning facilities in city right-of-way within one (1) year after the passage of the ordinance and one (1) quarter each six (6) months thereafter. The plans shall be provided to the city with as much detail and accuracy as required by the City Manager. All the requirements specified for the plans submitted for

the initial permit, as set forth in this chapter, shall be submitted and updated in the plans of record. The detail and accuracy will concern issues such as location, size of facilities, materials used, and any other health, safety and welfare concerns. The detail will not include matters such as capacity of lines, customers, or competitively sensitive details. Submittal of "plans of record" shall be in digital (PDF) format as a product of CAD, not hand drawn.

(b) This requirement, or portions of this requirement, may be waived by the City Manager for good cause.

(c) If the release of the location of any utilities, including water and sewer, or of plans of record submitted under this section would jeopardize public safety, the information shall be considered confidential. In addition, if plans of record submitted under this section include information expressly designated by the right-of-way user as a trade secret or other confidential information protected from disclosure by state law, the City may not disclose that information to the public without the consent of the right-of-way user, unless otherwise compelled by an opinion of the attorney general pursuant to the Texas Public Information Act, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize a right-of-way user to designate all matters in its plans of record as confidential or as trade secrets.

(d) Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

Sec. 25-25. – Conformance with public improvements.

Whenever by reasons of widening or straightening of streets, water or sewer line projects, or any other public works or City projects, (e.g. install or improve - drainage facilities, water and sewer facilities, transportation facilities, or any other public works or City project.) it shall be deemed necessary by the governing body of the city to remove, alter, change, adapt, or conform the underground or overhead facilities of a right-of-way user to another part of the right-of-way, such alterations shall be made by the owner of the facilities at their expense within the time limits set by the City Manager working in conjunction with the owner of the facilities, or if no time frame can be agreed upon, within ninety (90) days from the day the notice was sent to make the alterations, unless a different schedule has been approved by the City Manager or designee. Facilities not moved after ninety (90) days or the time set forth in the notice shall be deemed abandoned and may be removed in accordance with Section 25-31 "Abandoned Facilities."

Sec. 25-26. – Improperly installed facilities.

(a) Any right-of-way user doing work in the city right-of-way shall properly install, repair, upgrade and maintain facilities.

(b) Facilities shall be considered to be improperly installed, repaired, upgraded or maintained if:

- (1) The installation, repairs, upgrade or maintenance endangers people;
- (2) The facilities do not meet the applicable city codes;
- (3) The facilities are not capable of being located using standard practices;
- (4) Underground facilities that are installed less than twenty-four (24) inches in depth;
- (5) Facilities or construction in regard to placement of said facilities that remains incomplete or hazardous after construction work is finished or time for completion has passed, including but not limited to holes in paved areas or ground, handholes or manholes that are improperly sealed, and broken equipment or any other incomplete or hazardous condition.

(6) The facilities are not located in the proper place at the time of construction in accordance with the directions provided by the City Manager.

(7) facilities leaning, bent, sloped, angled or affixed in such a way to appear a possible endangerment to the public.

(c) Facilities will be considered improperly installed if said facilities cause any interference with City public safety radio system, traffic signal light system, City traffic observation video cameras or other communications components.

Sec. 25-27. – Restoration of property.

(a) Users of the right-of-way shall restore property affected by construction of facilities to a condition that is equal to or better than the condition of the property prior to the performance of the work. Restoration must be approved by the City Manager.

(b) Restoration must be to the reasonable satisfaction of the City Manager and the property owner. The restoration shall include, but not be limited to:

- (1) Replacing all ground cover with the type of ground cover damaged during work or better either by sodding or seeding, as directed by the City Manager;
- (2) Installation of all manholes and handholes, as required;
- (3) Backfilling all bore pits, potholes, trenches or any other holes shall be filled in daily, unless other safety requirements are approved by the City Manager;
- (4) Leveling of all trenches and backhoe lines;
- (5) Restoration of excavation site to city specifications; and
- (6) Restoration of all landscaping, ground cover, and sprinkler systems.

(c) All locate flags shall be removed during the clean-up progress by the permittee or contractor at the completion of the work.

(d) Restoration must be made in a timely manner as specified by approved City schedules and to the satisfaction of City Manager or designee. If restoration is not satisfactory and performed in a timely manner all work in progress, except that related to the problem, including all work previously permitted but not complete may be halted and a hold may be placed on any permits not approved until all restoration is complete.

(e) If a right-of-way user fails to restore property as set out in this section, the City shall give five (5) days written notice to the right-of-way user at the address shown on the permit. If the right-of-way user does not initiate repairs during the five day period, or fails to complete the repairs within thirty (30) days thereafter the City may elect to repair such portion of the right-of-way as may have been disturbed by the right-of-way user, its contractors, or agents at the cost of the right-of-way user performing the right-of-way work. These time periods may be shortened or waived in cases of a threat to public health, safety or welfare. Upon receipt of an invoice from the City, the right-of-way user will reimburse the City for the costs so incurred no later than thirty (30) calendar days from the date of the City invoice.

(f) Should the City reasonably determine, within two (2) years from the date of the completion of the repair work, that any of the said restoration work failed to meet the existing standards of the City, the right-of-way user shall perform such additional restoration work to the satisfaction of the City, subject to all City remedies.

(g) Notwithstanding any of the above sections, if the City determines that the failure of the right-of-way user to properly repair or restore the right-of-way constitutes a threat to the public health, safety or welfare, the City may undertake emergency repairs and restoration efforts. The City may attempt to provide emergency notice to the right-of-way user responsible, but is not obligated to do so. The right-of-way user shall promptly reimburse the City for all costs incurred by the City within thirty (30) calendar days from the date of the city invoice.

Sec. 25-28. – Revocation or denial of permit.

If any of the provisions of this article are not followed, a permit may be revoked by the City Manager or designee. If a right-of-way user has not followed the terms and conditions of this article in work done pursuant to a prior permit, new permits may be denied or additional terms required.

If a permit is denied upon initial submission for incompleteness or for an issue which is capable of correction, the applicant may complete or correct the application and resubmit the application. Applications not resubmitted within thirty-one (30) calendar days shall be considered withdrawn.

Sec. 25-29. – Appeal from denial or revocation of permit.

An Applicant may appeal from denial or revocation of permit to the City Manager. Appeal shall be filed with the city secretary within five (5) calendar days from the date of the decision being appealed.

A denial or revocation will be upheld unless a right-of-way user can show that there is an error and that the right-of-way user was following all of the requirements of this Article and all right-of-way engineering requirements.

Sec. 25-30. – Inspections

The City may perform inspections of any right-of-way work, including installations, maintenance, modifications or any other right-of-way work, whether such work is subject to permit requirements or allowed to be done without a permit. The City may perform visual inspections of any right-of-way work located in the right-of-way as the City deems appropriate without notice. If the inspection requires physical contact with right-of-way work, the City may provide the right-of-way user with notice prior to said inspection. Right-of-way user may have a representative present during such inspection. In the event of an emergency situation, the City may, but is not required to, notify the right-of-way user prior to the inspection. The City may take any needed action to remediate an emergency. The City shall notify the right-of-way user as soon as practical after said remediation.

Sec. 25-31. – Abandoned Facilities

A. Duty to Remove.

A right-of-way user that has placed facilities in the right-of-way shall remove said facilities and related equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. If in the judgment of the City, removal of underground facilities would cause damage, this requirement may be waived

B. Time for Removal

(1) The City may notify the right-of-way user that said facilities must be removed immediately when necessary to ensure public health, safety, and welfare.

(2) If immediate removal is not required, the removal must be completed within the time set forth in the written Notice to Remove from the City and if no time is set out, then within ninety (90) days for the facilities and related equipment being Abandoned.

(3) If the facilities are not removed after the 90 day notice to remove, the City may remove the facilities thirty (30) days after notice of a final finding of abandonment.

(4) When a right-of-way user removes, or Abandons permanent structures in the Right-of-Way, the right-of-way user shall notify the City Manager in writing of such removal or Abandonment and shall file with the City Manager the location and description of each facility and ground equipment removed or Abandoned.

(5) The City Manager may require the right-of-way user to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

C. Deemed Abandoned

Facilities may be deemed abandoned as set out in this Chapter. Additionally, facilities may be deemed abandoned if:

(1) A right-of-way user does not relocate facilities as set out in 25-25 “Conformance with Public Improvements.”

(2) A right-of-way user does not correct or abate improperly installed facilities as set out in 25-26 “Improperly Installed Facilities.”

(3) A right-of-way user fails to maintain the registration requirements set forth in Section 25-22 “Registration.”

(4) A right-of-way user utilizing the right-of-way cannot be found or contacted.

(5) A right-of-way user utilizing the right-of-way fails to pay the required compensation.

(6) A right-of-way user utilizing the right-of-way fails to comply with the requirements of this Chapter after being given due notice of any deficiencies. The notice requirement shall only apply to right-of-way users who have maintained the required Registration as set out in 25-22 “Registration” and are capable of being contacted.

Sec. 25-32. – Underground installation preferred

1. The underground placement of Facilities is encouraged.

2. Facilities shall be installed underground where existing utilities are already underground.

3. Underground conduits and ducts shall be installed in the Public Rights-Of-Way between the adjacent property line and curb line unless otherwise directed by the City.

4. Conduits and ducts shall be installed parallel with the curb line and cross the Public Rights-Of-Way perpendicular to the Public Rights-Of-Way centerline unless otherwise directed by the City.

5. Ducts and conduits shall be installed by trenchless excavation or directional boring whenever commercially economical and practical. Trenchless excavation shall be used to place Facilities under paved Public Rights-Of-Way centerline unless otherwise directed by the City.

Sec. 25-33. – As Built Maps and Records.

User shall maintain accurate maps and other appropriate records of its facilities and equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. User will provide additional maps to the City upon request.

Sec. 25-34. – Tree Maintenance.

User, its contractors, and agents shall provide written notice to the City Manager 14 days before trimming trees hanging in the Right-of-Way. The City shall not be liable for any damages, injuries, or claims arising from Network Provider’s actions under this section.

Sec. 25-35. – Signage.

User shall post and maintain legible identification showing its name, location identifying information, and emergency telephone number in an area on a cabinet of a facility that is visible to the public. Signage required under this section shall not exceed 4” x 6”, unless otherwise required by law (e.g. RF ground notification signs) or the City Manager.

Except as required by Laws or by the Utility Pole owner, User shall not post any other signage or advertising on the facilities or equipment.

Sec. 25-36. – Graffiti Abatement.

As soon as practical, but not later than fourteen (14) calendar days from the date User receives notice thereof, User shall remove all graffiti on any of its facilities and related ground equipment located in the Right of Way. The foregoing shall not relieve the User from complying with any City graffiti or visual blight ordinance or regulation.

Sec. 25-37. – Alternate means or method; waiver

(a) A right-of-way user may file a request with the City Manager to use alternate means or methods in right-of-way construction or maintenance. In determining whether any requirement under this section may be waived or if an alternate method or means may be used, the City Manager may consider all reasonable factors, including but not limited to:

(1) whether the requirement or the alternate means or method or waiving the requirement would subject the right-of-way user or right-of-way users or public to an unreasonable increase in risk;

(2) whether the requirement or the alternate means or method or waiving the requirement would subject the right-of-way user or right-of-way users or public to an unreasonable increase of service interruption’

(3) whether the requirement or the alternate means or method or waiving the requirement would subject the right-of-way user or right-of-way users or public to an unreasonable increase in potential for liability for accidents;

(4) whether the requirement or the alternate means or method or waiving the requirement would subject the right-of-way user or right-of-way users or public to an unreasonable delay in construction;

(5) whether the requirement or the alternate means or method or waiving the requirement would subject the right-of-way user or right-of-way users or public to an unreasonable delay in availability of services; or

(6) to any other unreasonable technical or economic burden.

(b) There shall be no right to receive permission to use an alternative means or method and denial by the City Manager shall be final.

Sec. 25-38. – Orderly use of the Right-of-Way by Multiple Users.

(A) In the exercise of governmental functions, the City has first priority over all other uses of the rights-of-way. Traffic uses shall be considered as the primary use and the City reserves the right to lay sewer, water, gas and other pipe lines or cables and or cables and conduits, and to do underground and overhead work, including attachments, restructuring or changes in aerial or underground facilities in, across, along, over, or under a public street, alley or right-of-way and to change the curb, sidewalks of the grade of streets. Uses should be designed so as to cause the least interference with traffic, including signalization.

(B) The City shall assign the location in or over the rights-of-way among competing users of the rights-of-way with due consideration to the public health, safety and welfare considerations of each user type, and to the extent the City can demonstrate that there is limited space available for additional users, may limit new users or require removal of abandoned or obsolete facilities, as allowed under state or federal law.

(C) If the City authorizes abutting landowners to occupy space under the surface of any street, alley or rights-of-way, the grant to an abutting landowner shall be subject to the rights of the previously authorized users of the public rights-of-way. If the City closes or abandons a public right-of-way that contains a portion of a right-of-way user's facilities, the City may close or abandon such right-of-way subject to the right of the right-of-way user, provided said facilities have not been abandoned and provided the right-of-way user is a registered user of the right-of-way.

Sec. 25-39. – Administrative Hearing – Request for Exemption.

(A) Should any right-of-way user utilizing or proposing to utilize the right-of-way desire to request an exemption from a specific standard set forth in this Chapter, and section 25-37 is not applicable, the right-of-way user may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption under this Chapter.

(B) Any right-of-way user requesting an exemption from any of the requirements shall file such a request with the City Manager within fifteen (15) calendar days from the time that need for an exemption arose. If an exemption is requested prior to construction, the request should be submitted prior to filing for a permit.

(C) An exemption shall only be granted if:

- (1) Such exemption is not contrary to the public interest;
- (2) Such exemption will not increase the burden on the right-of-way or other right-of-way users;
- (3) Such exemption shall not increase the right-of-way management or administrative duties for city staff;
- (4) The exemption shall fit within the spirit of this Article; and
- (5) The application of the ordinance in the particular circumstances would create an unnecessary hardship.

(D) It shall take an affirmative vote of four (4) members of the Board to grant the exemption.

Section 3. That nothing in this Ordinance shall be construed to affect any prosecution currently pending, or any suit or proceeding currently proceeding in any Court, or any rights acquired or any liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance, nor shall any legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 4. That the Code of Ordinances of the City of Taylor, Texas, shall remain in full force and effect, except as amended here.

Section 5. That this Ordinance shall be effective upon Passage.

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

Section 8. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

PASSED AND APPROVED this the _____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Secretary

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 13

Agenda Title: **Hold a public hearing and introduce Ordinance 2022-25 regarding a request to amend Ordinances 2019-28 and 2022-14, RCR-Taylor Logistics Park Commercial Planned Development, consisting of approximately 756.00 acres of land, located at 201 FM 3349, more particularly described by Williamson Central Appraisal District Parcels R019173, R019450, R349685, R435559, R435560, R586971, R586972, R586973, R586974, R605658, R605702, R619617, and R621879, part of and out of the Watkins Nobles Survey, Abstract No. 484 and James C. Eaves Survey, Abstract No. 213, Taylor, Williamson County, Texas.**

Council Action to be taken: Hold public hearing and introduce the ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

The applicant is proposing changes to the land uses and development standards in the approved planned development as there have been some significant changes since the project began.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

City Council adopted ordinance 2019-28 rezoning the RCR Rail Park property to a commercial planned development zoning district in September 2019. Most recently, the off-street parking standard was updated some adjustments were made to the to the landscape standards (vegetative buffer) along FM 3349. The updates resulted in the amended ordinance 2022-14.

The property owner has requested to change the land uses and development standards. The purpose of request for the changes is two-fold. As mentioned previously, Samsung had not selected Taylor for their new facility when RCR and the City worked on the original Commercial Planned Development (CPD). Now, that Samsung announced the construction of a manufacturing facility here, RCR is seeing more and different end user interest which has resulted in this request.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Will provide areas for new businesses associated with the Samsung facility • Will allow like uses to cluster, and • Will facilitate economic growth	• N/A

4. RECOMMENDATION

The Planning and Zoning Commission unanimously recommended approving the requested amendment to the planned development standards at their July 12, 2022, meeting.

5. FUNDING SOURCE

N/A

6. TIMELINE

The Planning and Zoning Commission held a public hearing on July 12, 2022. The public hearing and introduction of the ordinance amending Ordinance 2022-25 rezoning the subject property is scheduled for July 28, 2022

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 13a. [P&Z Staff Report](#)
- 13b. [Location Map](#)
- 13c. [Notice Area Map](#)
- 13d. [Ordinance 2022-25](#)
 - 13d(a). [Exhibit "A"](#)
 - 13d(b). [Exhibit "B"](#)
- 13e. [PowerPoint](#)

City of Taylor
201 FM 3349
RCR Planned Development Amendment No. 2
Staff Report

Requested Action: Amendment to the Sub-Districts, Use Tables, 2.1 - Lot standards by sub-district, Fire Code reference, street section details and Zone boundaries in the Planned Development Ordinance No. 2022-14.

Applicant: Richard Heiges/Railroad Infrastructure and Terminal Development, RITD

Subject Property: Is approximately 756.00 acres, addressed as 201 FM 3349 and located at the southwest intersection of SH 79 and FM 3349; more particularly described by Williamson Central Appraisal District Parcel numbers R586971, R605484, R605486, R586973, R586972, R019450, R019173 R435559, R435560, R605658, R605704, R349685, R605702, and R619617, Taylor, Williamson County, Texas.

Parcel Information

Current Zoning: General Business Zoning District with a Commercial Planned Development Overlay (B-2/CPD)

Current Use: Rail Distribution Center

Proposed Change: Primarily adding more industrial land uses

Future Land Use Plan: Employment Center: Regional

Adjacent Parcel Information

Direction	Land Use	Zoning
North	SH 79	Outside the City Limits
South	Rural Estate/Farmland	Outside the City Limits
East	Farmland	Future Samsung
West	FM 3349	Outside the City Limits

Purpose:

The applicant is proposing to amend the Commercial Planned Development Ordinance that was adopted September 26, 2019 and amended on May 12, 2022. The applicant is proposing the changes because there have been some significant changes since the project began. The most significant change being Samsung's choice to locate a new semi-conductor plant in Taylor. This development has added to the expected fluidity of the Logistics Park. The proposed updates are below:

- In 1.2 – Sub-Districts some text will be added for clarification, more uses will be permitted in Sub-District RR-2 due to it's proximity to Samsung,

- The Use Tables are being updated so they are consistent with the changes to the text in 1.2 Sub-Districts,
- Changes to 2.1 Lot Standards, which will be changed to 2.1 Development Standards,
- The “*” and “Note” that follow the Land Use Tables is being removed but the “*” and the Note will remain,
- Before the Land Use Tables “P - Permitted”, “X - Not Permitted” and “S – Specific Use Permit” with an explanation of each is being incorporated,
- Some deviations to the Subdivision Ordinance are being added, and
- The Sub-Districts or Zones will be updated so the text, tables and boundaries on the map are consistent.

Updated Staff Analysis:

As City Staff we acknowledge that Taylor’s world has changed since inception of the RCR project began so some updates to the Commercial Planned Development are warranted. As before we must defer to the guiding documents. The Growth Sectors Map designates the RCR - Taylor Logistics Park as a controlled growth area as the adequate public facilities are either being constructed, currently or the near future. The Future Land Use Map designates RCR as a Regional Employment Center. The proposed updates are consistent with the Comprehensive Plan.

Staff Recommendation

Staff recommends approval of the request to update the Commercial Planned Development Overlay. First, at this time, land uses that would help Samsung and the City of Taylor meet their timelines aren’t permitted by-right, so some adjustments need to be made to the CPD. Second, by updating Table 1.1, COMMERCIAL PLANNED DEVELOPMENT, RCR-TAYLOR LOGISTICS PARK, LAND USE TABLE (table) more industrial land uses can be permitted by-right in the park while some other industrial land uses can be added to the table but made to require a specific use permit so additional standards may be added. Third, there are no standards to speak of for industrial development in the adopted Zoning Ordinance so some of the standards can be updated to keep the CPD current with events in Taylor. .

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all zoning requests and making recommendations 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:

- **Are the Planned Development updates consistent with the Comprehensive Plan?**

The updates are consistent with the Comprehensive Plan. The subject property is designated for Regional Employment Center on Future Land Use Map. RCR – Taylor Logistics Park provides regional transportation services and is working to accommodate businesses from all over who are wanting to facilitate the construction of the Samsung plant and those wanting to provide goods and services to Samsung. The requested amendments are consistent with furthering RCR's regional presence and furthering they're ability to keep current with the changing landscape in Taylor.

- **Is the Planned Development compatible with the surrounding area?**

The updates are compatible with the surrounding area as the amendments are in response to all the changes and growth Taylor is experiencing.

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

The Future Land Use Plan Map provides guidance with regard to the appropriate placement of various uses in the City. While making the map transportation, water, wastewater, size and other aspects of the area are considered. As the subject property is on the edge of the City, has rail, US 79 and FM 3349 adjacency and larger swaths of developable land, it is designated as a Regional Employment Center. The amendments do promote the public health, safety, and welfare of Taylor as they are consistent with the Future Land Use Plan Map.

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

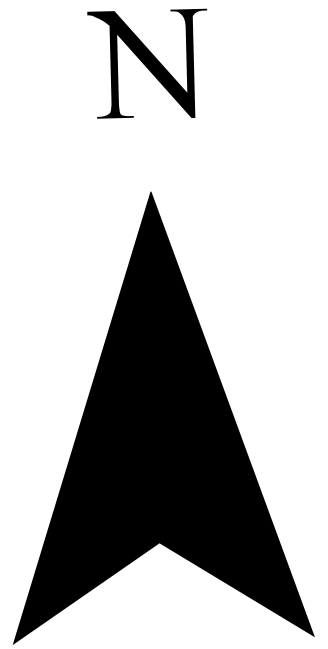
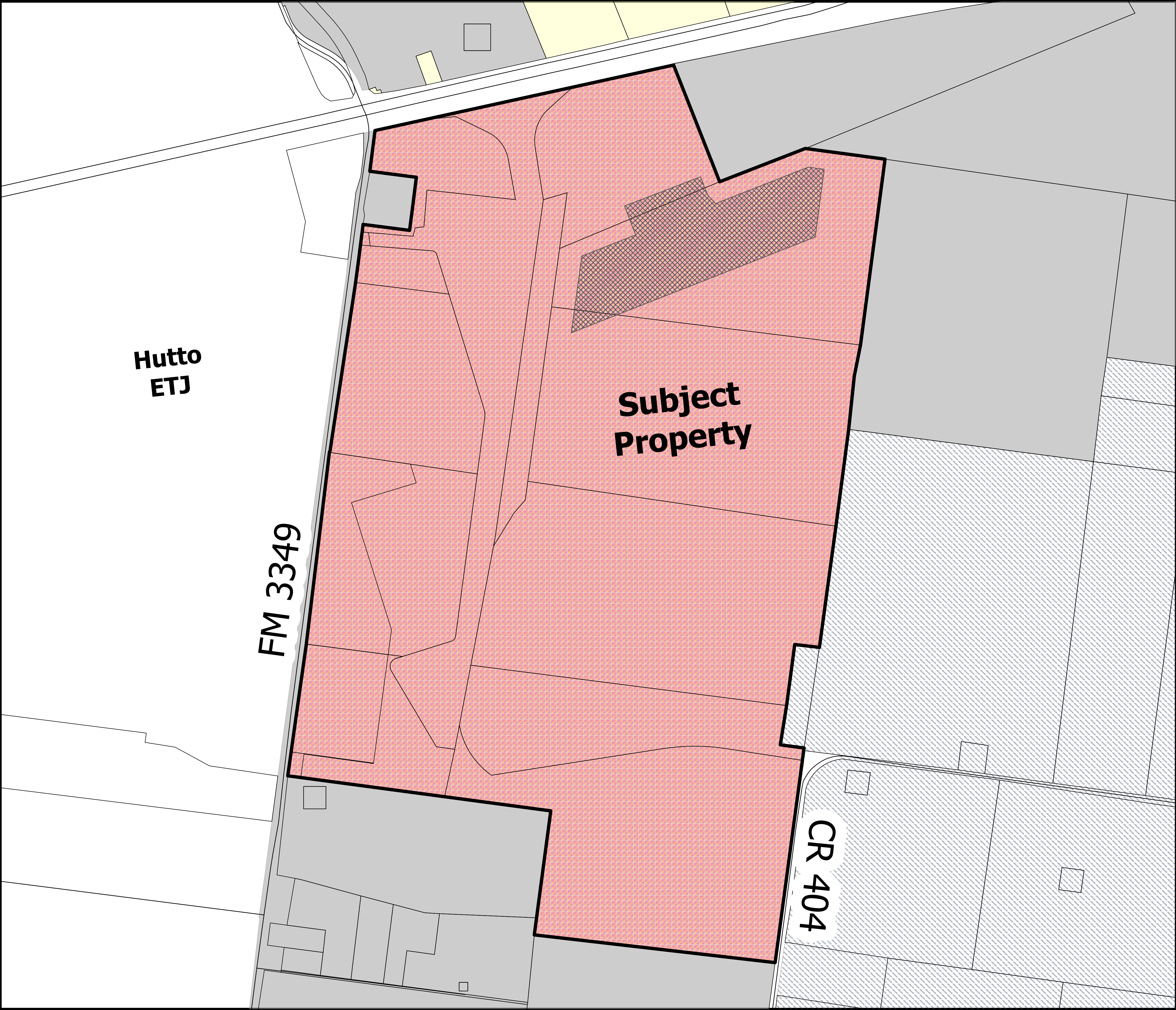
Water is available and being extended by the developer. At this time, there are no options available to RCR for wastewater; however, in the future there will be options to the north, west and east. Temporary septic was approved for the lots to the west of RCR - Taylor Logistics Park previously and may still be necessary as the earliest prediction for wastewater availability is 2023 or 2024.

- **Do current conditions indicate that the proposed updates to the Planned Development are necessary?**

As stated above, the updates are in response to the changes and growth in Taylor so they are necessary for RCR to be up to date with current events such as the trickle down from the Samsung.

Attachments:

1. Zoning map
2. Notice Area Map
3. Draft Planned Development Ordinance 2022-18 Update
 - a. Exhibit "A"
 - b. Exhibit "B"

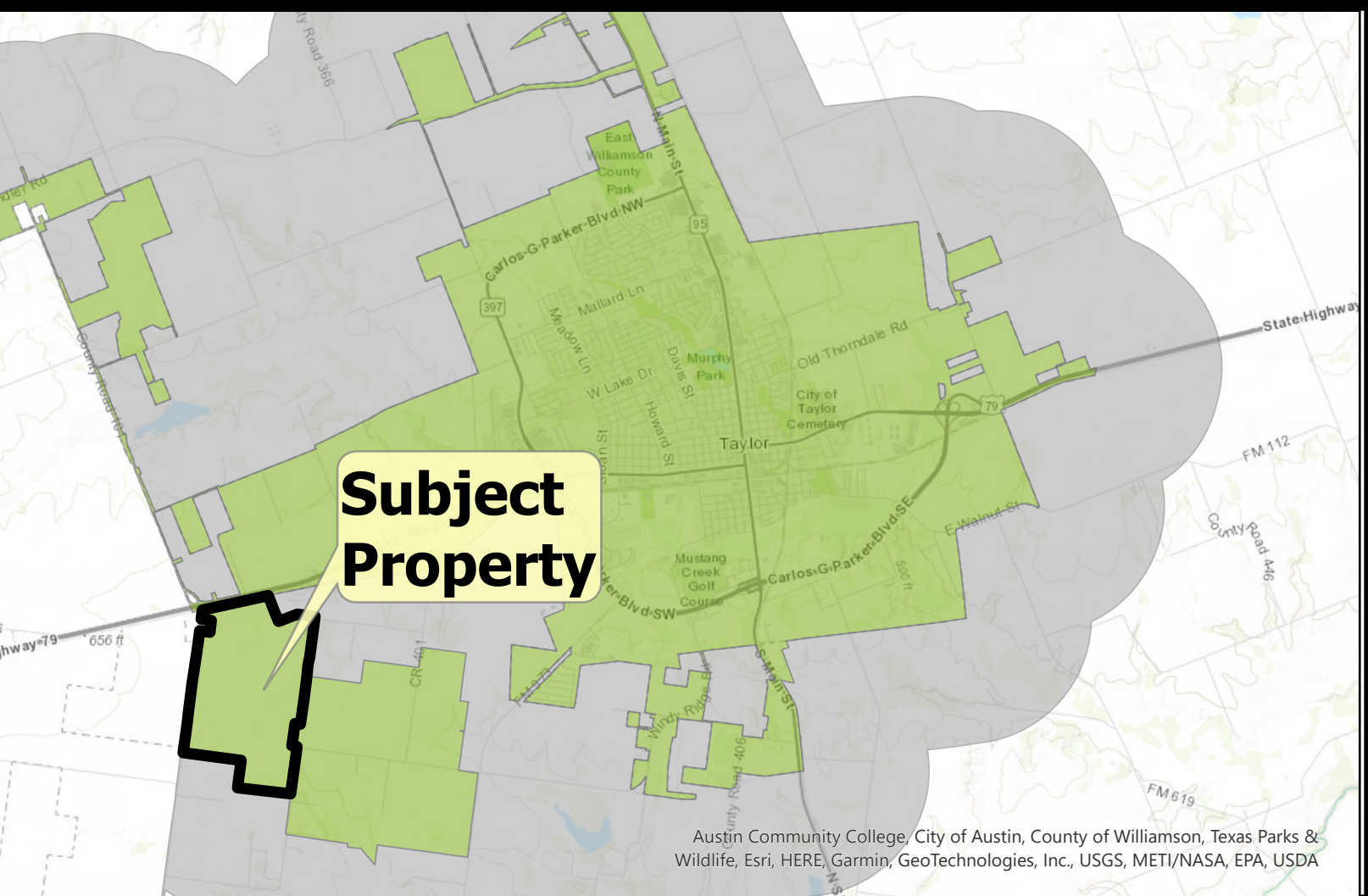


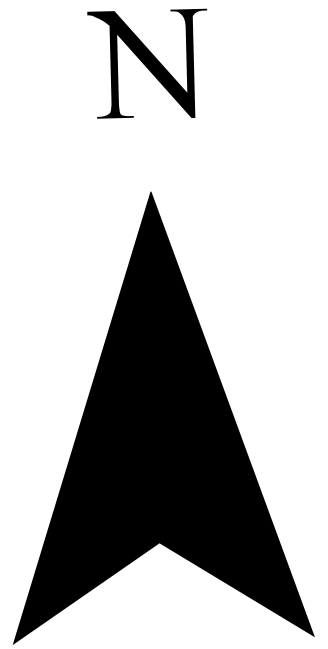
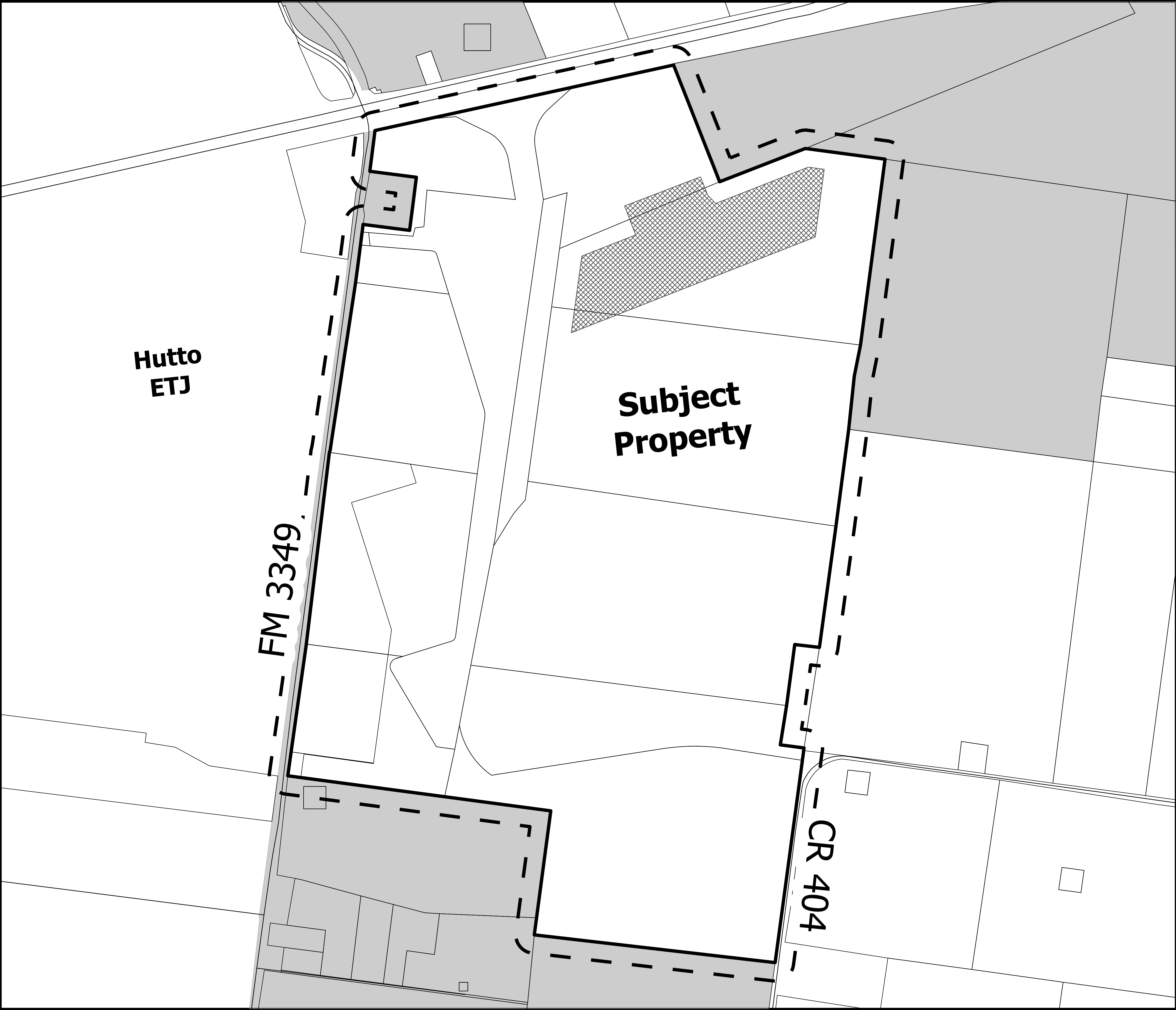
PZ-2019-1133

RCR-Taylor Logistics Park Planned Development
Amendment No. 2
Proposed Zoning Map
(Zoning District & Overlay to Remain the Same)
201 FM 3349
Approximately 756.00 Acres

Legend

- ETJ
- Subject Property
- Specific Use Permit - Ord. 2022-18
- Parcels
- Streets
- ZONING
- B-2/CPD
- R-1 Single Family
- M-2/CPD





PZ-2019-1133

**RCR-Taylor Logistics Park Planned
Development Amendment No. 2
Notice Area Map
201 FM 3349
Approximately 756.00 Acres**

Legend

- ETJ
- Subject Property
- Specific Use Permit - Ord. 2022-18
- 200 ft. Buffer
- Parcels
- Streets

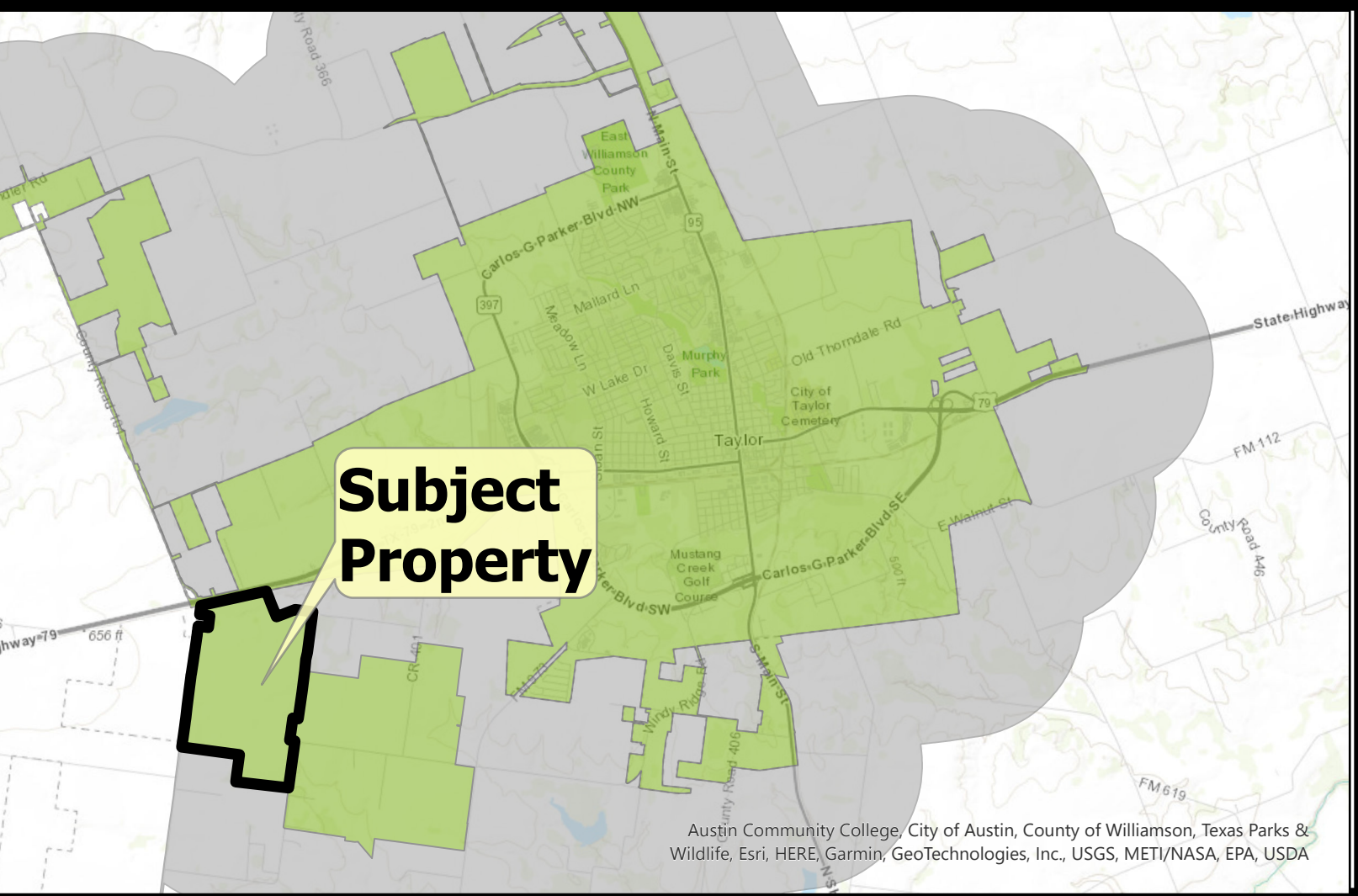


EXHIBIT "A"

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
Page 3 of 2

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

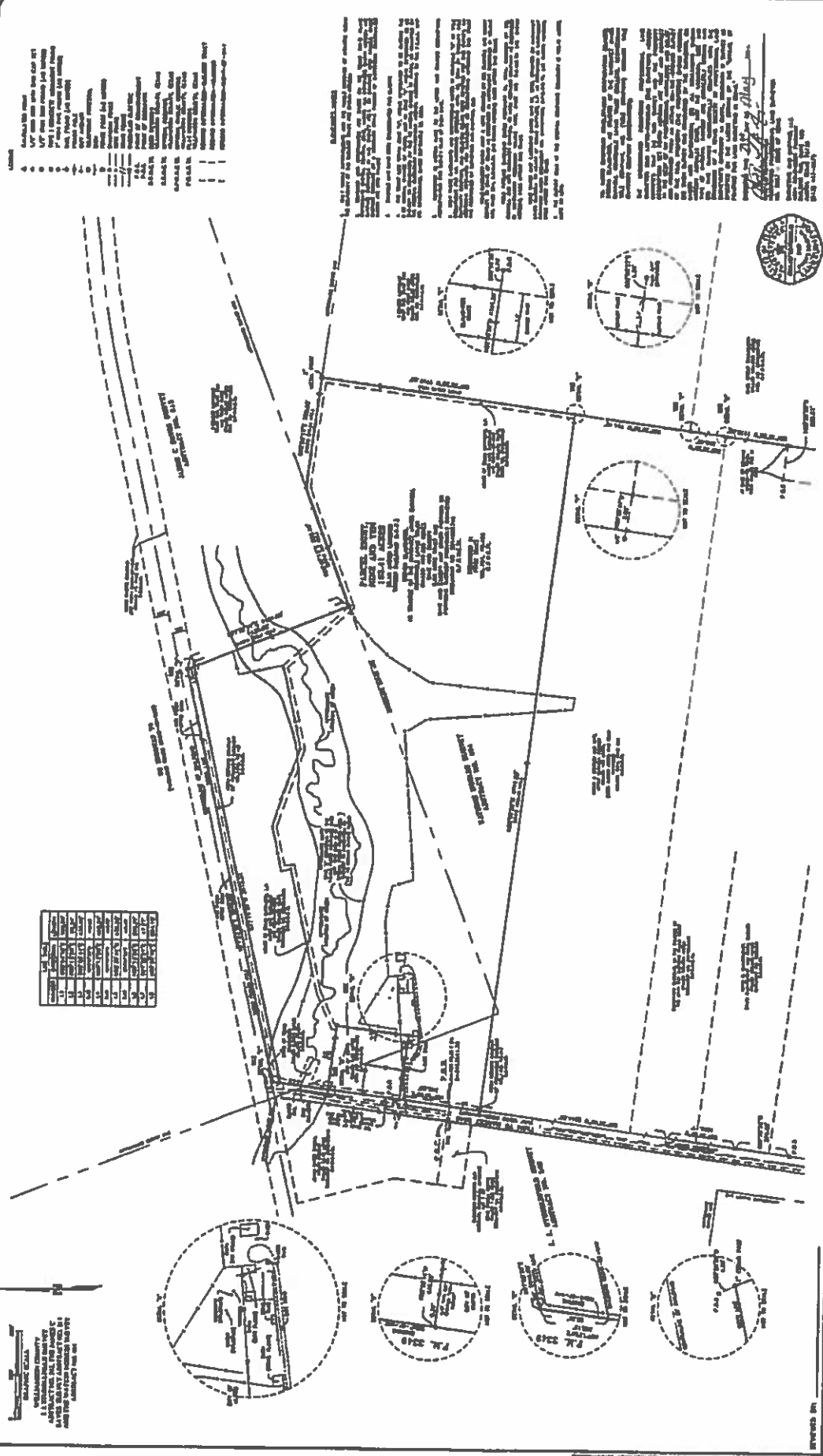
That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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

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



[illegible]

1 OF 1
133415

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.

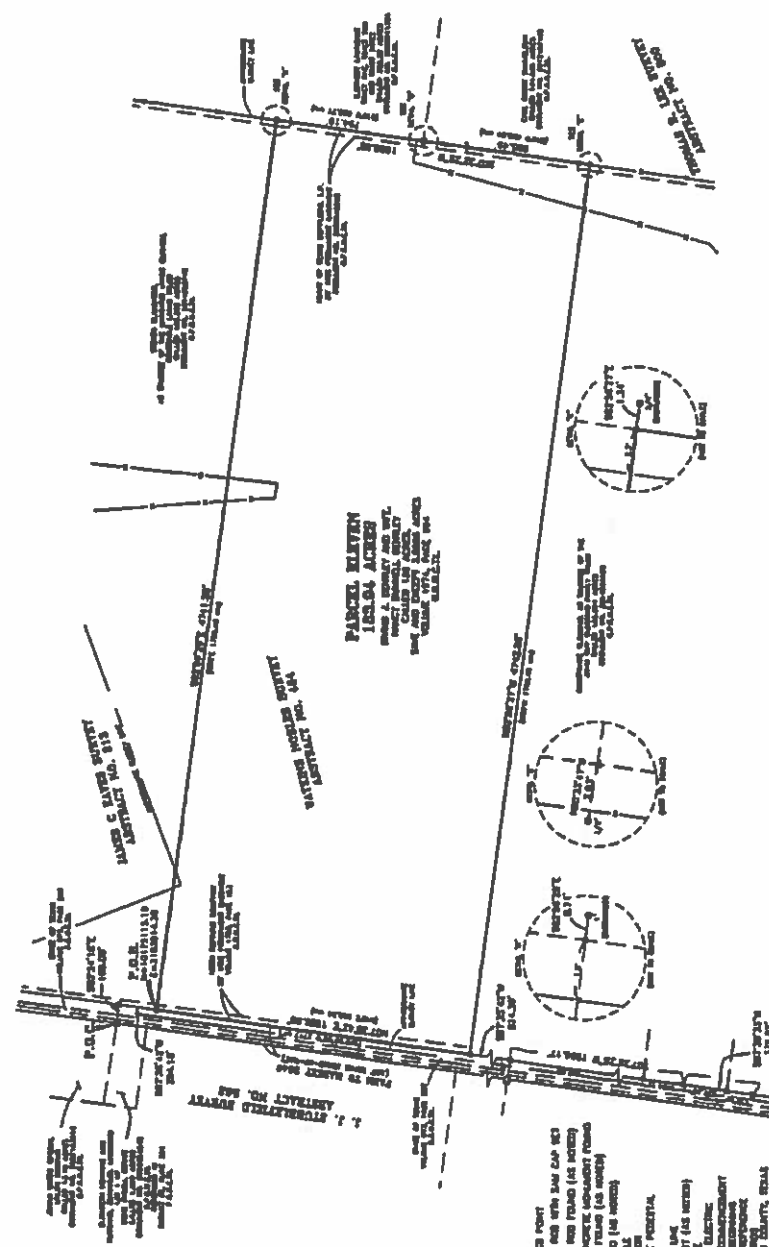
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

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

 5-21-14

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



[illegible]

4801 Southwest Parkway
Building Two, Suite 100
Aspen, CO 81602
Office: 312.447.0379
Fax: 312.374.9033
email: bfg@com.net

Texas Title Registration No. 10044300

UNITED STATES OF AMERICA
 DISTRICT COURT OF THE DISTRICT OF COLUMBIA
 IN RE: THE ESTATE OF JAMES EARL RAY, JR.
 Cause No. 1:23-cv-00001-JES
 Filed: 01/11/24
 Page: 1 of 1

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;

FN17488 (CDC).doc
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.

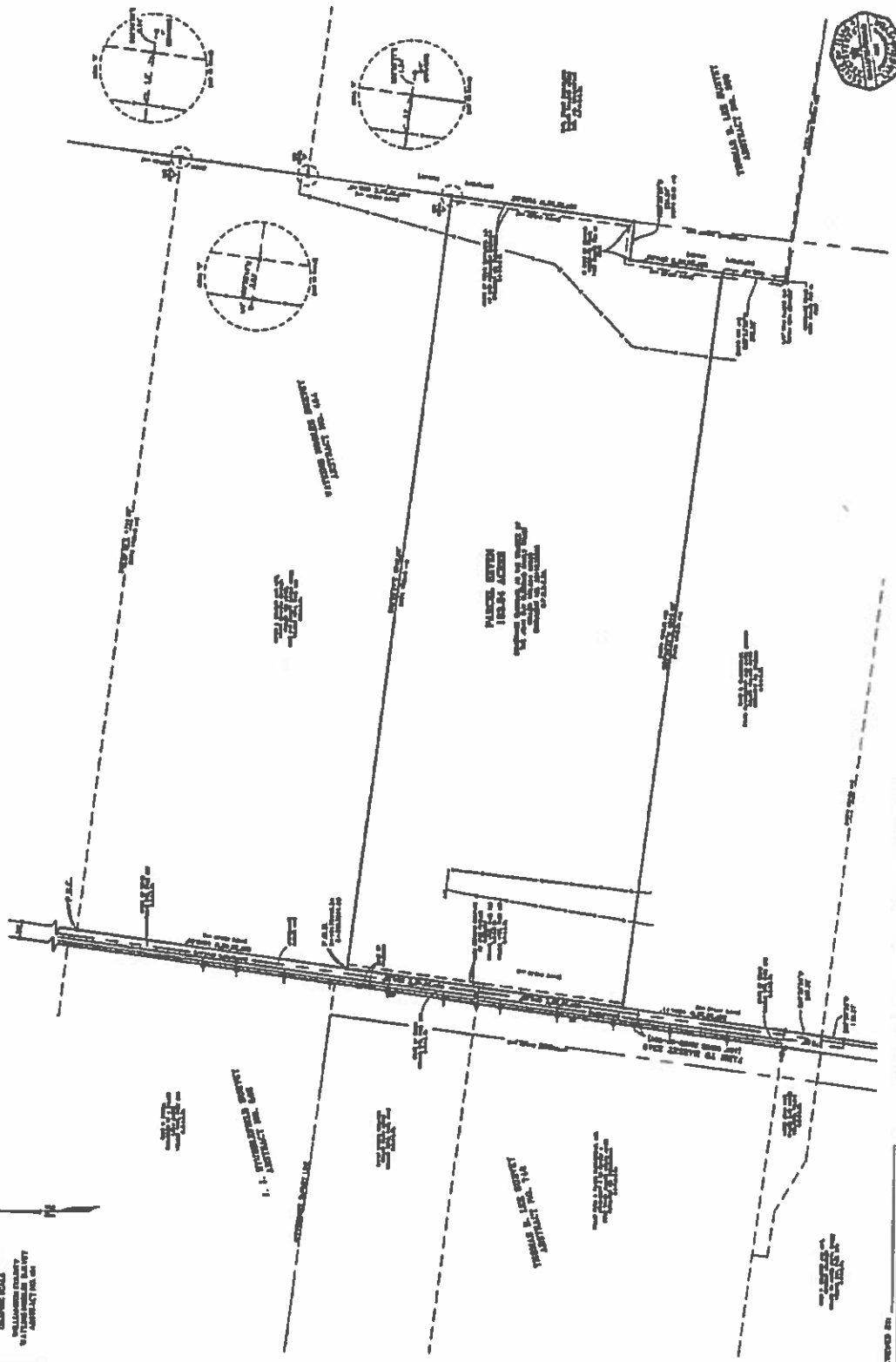
Reference is herein made to the Survey Plat accompanying this metes and bounds description of even date.

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]

1. The first step in the process is to identify the problem. This involves gathering information about the situation and the people involved.

2. Once the problem is identified, the next step is to analyze it. This involves breaking the problem down into its component parts and understanding how they are related.

3. After analyzing the problem, the next step is to develop a plan. This involves deciding on the best way to solve the problem and the steps that need to be taken.

4. The final step in the process is to implement the plan. This involves putting the plan into action and monitoring the results.

5. Once the plan has been implemented, the next step is to evaluate the results. This involves comparing the actual results with the expected results and determining if the problem has been solved.

6. If the problem has not been solved, the next step is to go back to the beginning and start the process over.

7. The process of problem solving is a continuous one. It involves constantly learning from experience and improving the way you solve problems.

8. The process of problem solving is also a team effort. It involves working with others to identify the problem, analyze it, develop a plan, implement the plan, and evaluate the results.

9. The process of problem solving is a skill that can be learned and improved. It is a skill that is essential for success in many areas of life.

10. The process of problem solving is a process that is always in progress. It is a process that is constantly evolving and improving.

[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

2000 International Paper
Building, Inc., Suite 600
Austin, Texas 78706
Phone 512.417.4575
Fax 512.236.3023
www.international
paper.com



Year	Age	Gender	Occupation	Education	Marital Status	Religion	Political Party	Income	Assets	Liabilities	Net Worth	Other
1990	25	Male	Student	High School	Single	Christian	Democrat	\$10,000	\$5,000	\$0	\$5,000	
1991	26	Male	Student	High School	Single	Christian	Democrat	\$12,000	\$6,000	\$0	\$6,000	
1992	27	Male	Student	High School	Single	Christian	Democrat	\$14,000	\$7,000	\$0	\$7,000	
1993	28	Male	Student	High School	Single	Christian	Democrat	\$16,000	\$8,000	\$0	\$8,000	
1994	29	Male	Student	High School	Single	Christian	Democrat	\$18,000	\$9,000	\$0	\$9,000	
1995	30	Male	Student	High School	Single	Christian	Democrat	\$20,000	\$10,000	\$0	\$10,000	
1996	31	Male	Student	High School	Single	Christian	Democrat	\$22,000	\$11,000	\$0	\$11,000	
1997	32	Male	Student	High School	Single	Christian	Democrat	\$24,000	\$12,000	\$0	\$12,000	
1998	33	Male	Student	High School	Single	Christian	Democrat	\$26,000	\$13,000	\$0	\$13,000	
1999	34	Male	Student	High School	Single	Christian	Democrat	\$28,000	\$14,000	\$0	\$14,000	
2000	35	Male	Student	High School	Single	Christian	Democrat	\$30,000	\$15,000	\$0	\$15,000	
2001	36	Male	Student	High School	Single	Christian	Democrat	\$32,000	\$16,000	\$0	\$16,000	
2002	37	Male	Student	High School	Single	Christian	Democrat	\$34,000	\$17,000	\$0	\$17,000	
2003	38	Male	Student	High School	Single	Christian	Democrat	\$36,000	\$18,000	\$0	\$18,000	
2004	39	Male	Student	High School	Single	Christian	Democrat	\$38,000	\$19,000	\$0	\$19,000	
2005	40	Male	Student	High School	Single	Christian	Democrat	\$40,000	\$20,000	\$0	\$20,000	
2006	41	Male	Student	High School	Single	Christian	Democrat	\$42,000	\$21,000	\$0	\$21,000	
2007	42	Male	Student	High School	Single	Christian	Democrat	\$44,000	\$22,000	\$0	\$22,000	
2008	43	Male	Student	High School	Single	Christian	Democrat	\$46,000	\$23,000	\$0	\$23,000	
2009	44	Male	Student	High School	Single	Christian	Democrat	\$48,000	\$24,000	\$0	\$24,000	
2010	45	Male	Student	High School	Single	Christian	Democrat	\$50,000	\$25,000	\$0	\$25,000	
2011	46	Male	Student	High School	Single	Christian	Democrat	\$52,000	\$26,000	\$0	\$26,000	
2012	47	Male	Student	High School	Single	Christian	Democrat	\$54,000	\$27,000	\$0	\$27,000	
2013	48	Male	Student	High School	Single	Christian	Democrat	\$56,000	\$28,000	\$0	\$28,000	
2014	49	Male	Student	High School	Single	Christian	Democrat	\$58,000	\$29,000	\$0	\$29,000	
2015	50	Male	Student	High School	Single	Christian	Democrat	\$60,000	\$30,000	\$0	\$30,000	
2016	51	Male	Student	High School	Single	Christian	Democrat	\$62,000	\$31,000	\$0	\$31,000	
2017	52	Male	Student	High School	Single	Christian	Democrat	\$64,000	\$32,000	\$0	\$32,000	
2018	53	Male	Student	High School	Single	Christian	Democrat	\$66,000	\$33,000	\$0	\$33,000	
2019	54	Male	Student	High School	Single	Christian	Democrat	\$68,000	\$34,000	\$0	\$34,000	
2020	55	Male	Student	High School	Single	Christian	Democrat	\$70,000	\$35,000	\$0	\$35,000	
2021	56	Male	Student	High School	Single	Christian	Democrat	\$72,000	\$36,000	\$0	\$36,000	
2022	57	Male	Student	High School	Single	Christian	Democrat	\$74,000	\$37,000	\$0	\$37,000	
2023	58	Male	Student	High School	Single	Christian	Democrat	\$76,000	\$38,000	\$0	\$38,000	
2024	59	Male	Student	High School	Single	Christian	Democrat	\$78,000	\$39,000	\$0	\$39,000	
2025	60	Male	Student	High School	Single	Christian	Democrat	\$80,000	\$40,000	\$0	\$40,000	
2026	61	Male	Student	High School	Single	Christian	Democrat	\$82,000	\$41,000	\$0	\$41,000	
2027	62	Male	Student	High School	Single	Christian	Democrat	\$84,000	\$42,000	\$0	\$42,000	
2028	63	Male	Student	High School	Single	Christian	Democrat	\$86,000	\$43,000	\$0	\$43,000	
202												

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

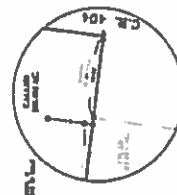
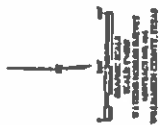
Scott C. Brashear

Scott C. Brashear
Registered Professional Land Surveyor
No. 6600 - State of Texas

6/22/18

Date



[illegible][illegible][illegible]

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas, 78733
Ofc: 512.447.0075
Fax: 512.328.3078
e-mail: info@sam.biz

also Firm Registration No. 15044300

PROJECT: ~~BLM~~ ~~NV~~ ~~PLA~~ ~~V~~

[illegible]

LAND TITLE SURVEY
DAVID C. BLANKENSHIP, SYLVIA BLANKENSHIP AND
CAROL SWEDER SURVEY PLAT OF A 194.59 ACRE TRACT
OUT OF THE WATKINS NOBLES SURVEY,
ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

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, including certain heavy industrial 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, rail uses, and accessory uses generally associated with rail uses and other industrial uses for 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 following Land Use Tables (Table 1.1 and Table 1.2) summarize the land use categories that have designations which vary from the corresponding designations as defined in the General Business Zoning District (B-2). This CPD allows for multiple land uses on a single lot as required for related rail operations.

Some land uses that The land uses in Table 1.1, which are not permitted in the B-2 zoning district, will be permitted by-right or require a Specific Use Permit that are permitted as shown in Table 1.1 below:

TABLE 1.1			
COMMERCIAL PLANNED DEVELOPMENT RCR-TAYLOR LOGISTICS PARK			
LAND USE TABLE			
Use Category	RR-1	RR-2	RR-3
<u>Aggregate Distribution Terminal with Rail Unloading, Truck Loading, and Stockpiles</u>	<u>S</u>	<u>P</u>	<u>P</u>
Airport or Landing Field			

**Cement or Hydrated Lime Plant	S	<u>SP</u>	<u>XP</u>
Cement Distribution Terminal with Rail Unloading and Truck Loading	<u>S</u>	<u>P</u>	<u>P</u>
** Chemical Plant	<u>S</u>	<u>P</u>	<u>S</u>
**Concrete or Asphalt Batching Plant (Permanent)	S	<u>SP</u>	<u>XP</u>
**Concrete or Asphalt Batching Plant (Temporary, Max. 624 Months)	S	<u>SP</u>	<u>XP</u>
Concrete Batch Plant with Rail Unloading and Stockpiles	S	P	P
Contractor Shop W/Outside Storage Yard	P	P	P
Equipment Rental (Heavy)	P	P	P
Hauling or Storage Company w/Outside Storage	P	P	<u>XP</u>
Heavy Machinery Sales Storage	<u>P</u>	<u>P</u>	<u>XP</u>
High Risk or Hazardous Industrial Manufacturing Storage Wholly Enclosed Within a Building	<u>S</u>	<u>P</u>	<u>S</u>
Hot Mix Asphalt Plant with Stockpiles	<u>S</u>	<u>P</u>	<u>S</u>
Laboratory Equipment Manufacturing	P	P	X
Light Manufacturing and Assembly Process	P	P	<u>XP</u>
Light Manufacturing or Industrial Use	P	P	<u>XP</u>
Maintenance and Repair Service for Buildings	P	P	<u>XP</u>
Parking lot, Trucks and Trailers	<u>P</u>	<u>P</u>	<u>XP</u>
**Petroleum Storage and Collection Facilities	<u>XS</u>	<u>SP</u>	<u>XS</u>
**Refinery	<u>S</u>	<u>S</u>	<u>S</u>
**Sand, Gravel, Stone or Petroleum Extraction or Storage	P	P	<u>XP</u>
Storage or Wholesale Warehouse	P	P	<u>P</u>
Smelting	<u>X</u>	<u>X</u>	<u>X</u>
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
Golf Course	X	X	X
Group Day Care Home	X	X	X
Halfway House	X	X	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	P	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
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

P – Permitted X – Not Permitted S – Specific Use Permit (SUP) required

****Note:** Uses marked with (**) shall not be closer than ~~200~~ 100 feet to any existing public right-of-way or the proposed 120-foot wide collector public right-of-way (RCR Parkway) 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 ¹ Line Setback	Maximum ² Building Height
RR-1	2 Acres	75'	25'	NONE	75'	75'	80'

RR-2	2 Acres	75'	25'	NONE	75'	75'	80'
RR-3	1 Acre	75'	25'	NONE	75'	75'	80'

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 above.

2) BUILDING HEIGHT MAY INCREASE ABOVE THE SPECIFIED HEIGHT RESTRICTION, AT A RATE OF ONE ADDITIONAL FOOT OF SETBACK FOR EVERY TWO FEET OF HEIGHT ABOVE THE MAXIMUM AT A 2:1 RATIO.

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 5.4.2 (Noise): Sites shall be laid out and uses shall be operated to prevent noise from becoming a nuisance to adjacent residential districts. Operations shall not create noise above the average intensity of street and/or railroad traffic noise beyond the boundaries of the property.

CPD Exceptions to 5.4.4 (Fire and Explosive Hazards): This CPD shall comply with all of the most current edition 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 exceptions as shown below in Table 2.2 Off-Street Parking Deviations:

TABLE 2.2 COMMERCIAL PLANNED DEVELOPMENT RCR-TAYLOR LOGISTICS PARK	
OFF-STREET PARKING DEVIATIONS	
Land Use/Type	Off-Street Parking Requirement
Office Space	1/400 sf of the floor area
Warehouse Space/Distribution Center	None
Loading/Unloading Area	None

Buildings that will be used, whether fully or partially, as “warehouse space” with limited consistent personnel occupancy shall have a total number of required off-street parking spaces of 1 per 400 square feet of enclosed office space within the building footprint. Building areas designated as “warehouse space” shall not have an off-street parking space requirement.

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” exhibits included in this CPD (Exhibit 1A & Exhibit 1B).

The vegetative buffer adjacent to FM 3349 (see Exhibit 1A) shall have a single row of vegetation 25 feet from the front boundary of the property line. The vegetation shall be a mixture of canopy trees which shall be planted every 30 linear feet with four (4) shrubs per tree planted to provide proper screening. This row of vegetative buffer shall be built up on a berm no less than 4 feet high to provide elevated screening, and groundcover shall be planted and maintained throughout the full vegetative buffer.

For the vegetative buffer adjacent to all other public roadways, 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 20 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 20 linear feet, starting 20 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 to provide additional screening. Installation, maintenance, and acceptable tree species for landscaping/screening within this CPD shall follow City of Taylor Landscaping Ordinance guidelines.

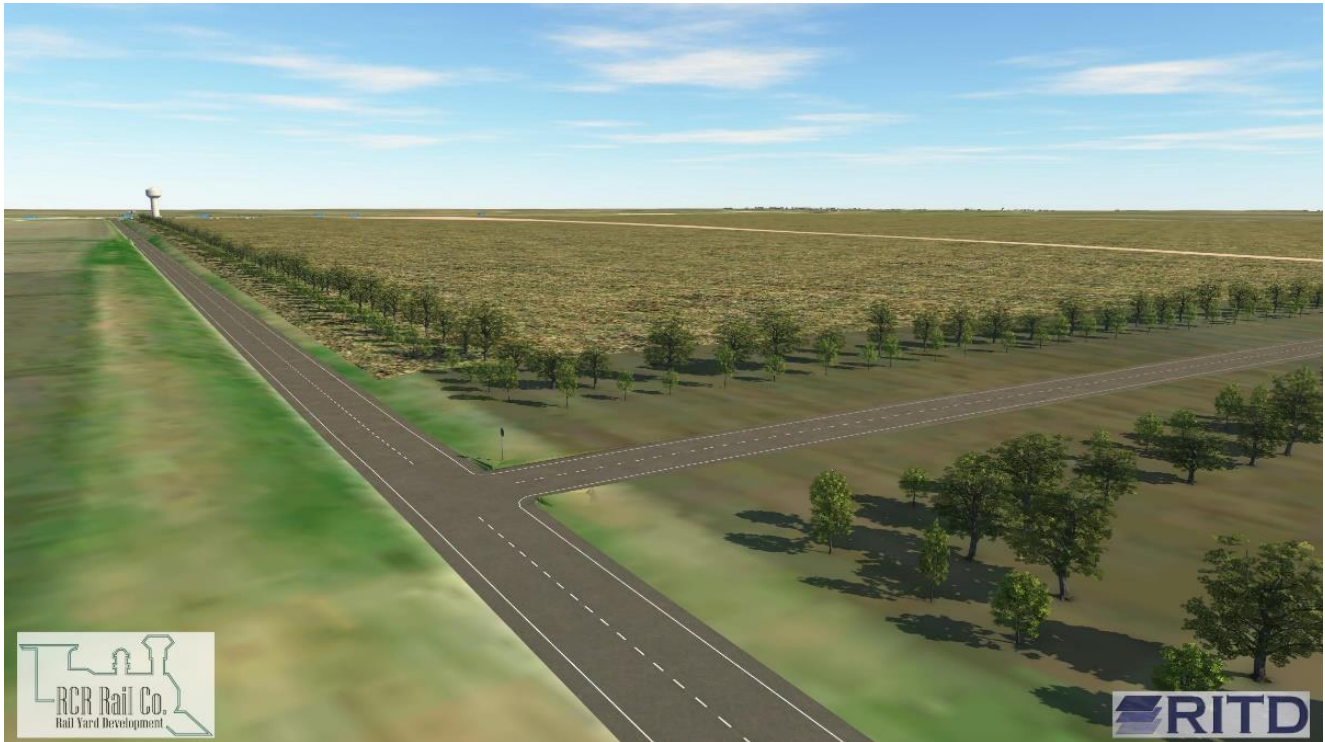
Examples of acceptable tree species include, but are not limited to, the following:

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, and locations of required landscape buffer zones are shown in Exhibit 3 of this CPD.



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.



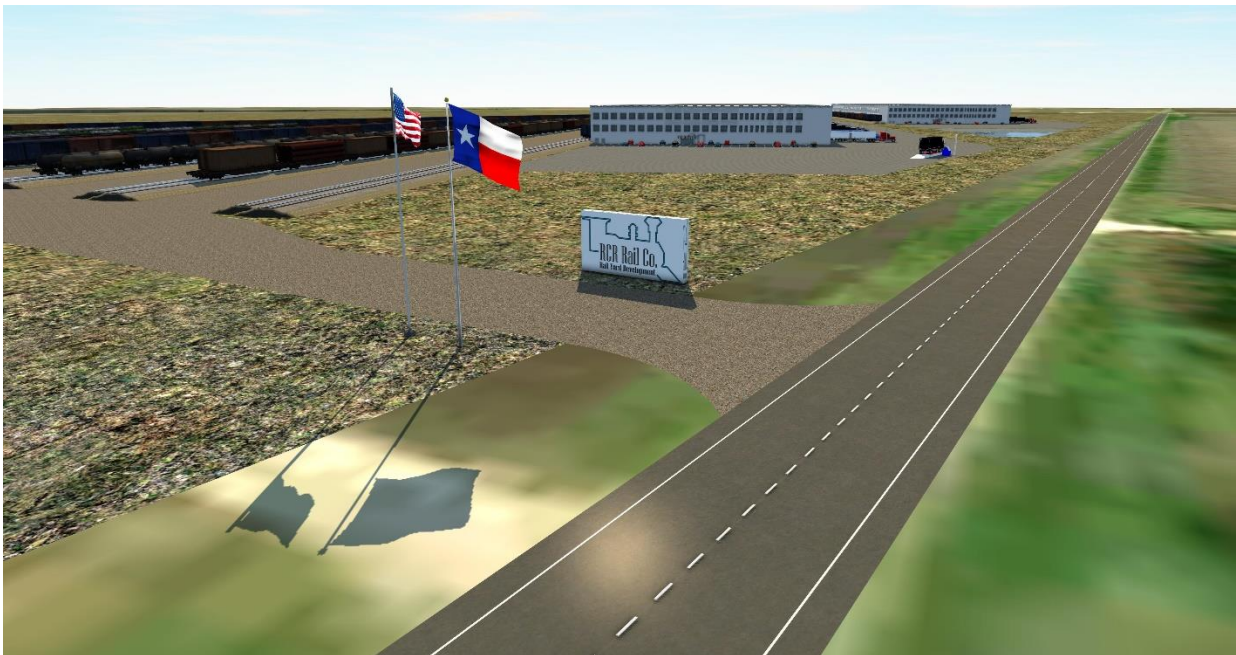
2.6 – Signage standards

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.



2.7 – Subdivision Design and Improvement standards

All subdivision design and improvement standards, as found in Chapter 2 of the Subdivision Ordinance, applicable to the B-2 zoning district shall apply with the following exceptions:

CPD Exception to 2.6 (Lots): Lots should be rectangular so far as practicable and should have the side lot lines at right angles to the streets on which the lot faces or radial to curved street lines unless the design of railroad service to the lot dictates otherwise. Additionally, double frontage lots are permitted.

CPD Exception to 2.7 (Blocks): Per this CPD, block length may be greater than 600 feet without limitation for street layouts.

CPD Exception to 2.8 (Streets): Lot configuration may deviate from perpendicular to street frontage when practical for rail service, so street intersection angles may deviate from ninety (90°) degrees.

2.8.4 Intersection Angles

All streets are to intersect at a ninety (90) degree angle except as shown on Exhibit 3 or in the case that the design of railroad service throughout the development dictates otherwise.

2.8.8 Cul-de-sacs

Cul-de-sacs shall not be longer than one thousand (1,000) feet and shall have a turnaround roadway (cul-de-sac) of eighty (80) feet and a street right-of-way of at least one hundred (100) feet at the closed end.

CPD Exception to 2.9 (Utility Easements)

CPD Exception to 2.14 (Sidewalks): Public sidewalks, five (5) feet in width shall be required along one side of all internal public rights-of-way.

TXDOT will provide future sidewalks along or parallel to the FM 3349 right-of-way.

Article III – Site Plan

The proposed Site Plan is shown on Exhibit 3 of this CPD. In the event of conflict between the Site Plan and the regulations of the B-2 zoning district, the Site Plan shall prevail.

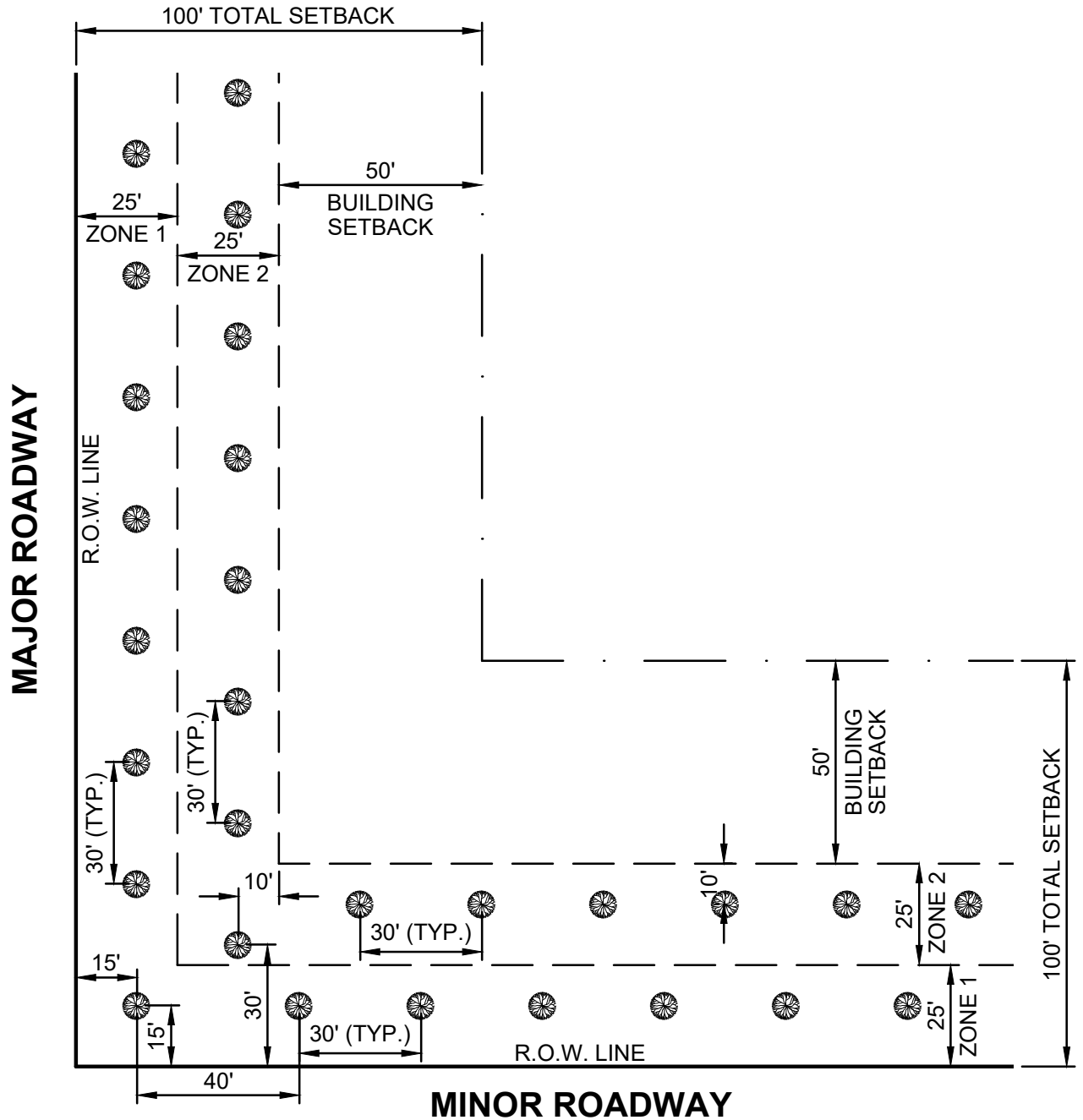
Article IV – Typical Street Design

Typical design cross-sections are shown for various pavement types and right-of-way widths on Exhibit 4 of this CPD.

RCR - TAYLOR LOGISTICS PARK CPD

EXHIBIT 1

LANDSCAPE SCREENING STANDARDS

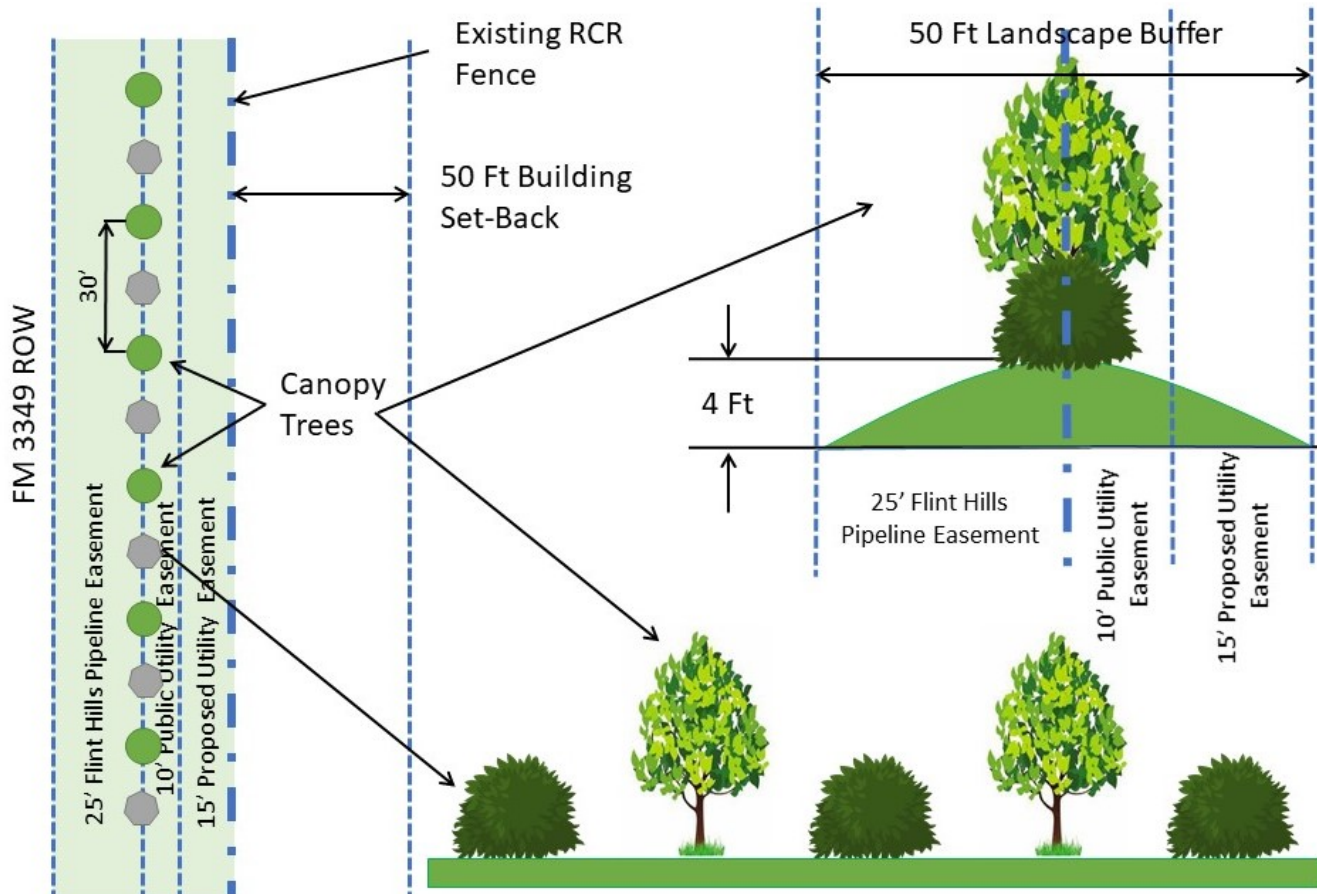


CPD MASTER PLAN SCHEDULE

ZONE 1
278 EVERGREEN TREES
276 CANOPY TREES
(SHRUBS AS NEEDED FOR
ADDITIONAL SCREENING)

ZONE 2
556 SHADE TREES

RCR - TAYLOR LOGISTICS PARK CPD
EXHIBIT 1A
LANDSCAPE SCREENING STANDARDS
TO BE IMPLEMENTED ALONG FM 3349 ONLY

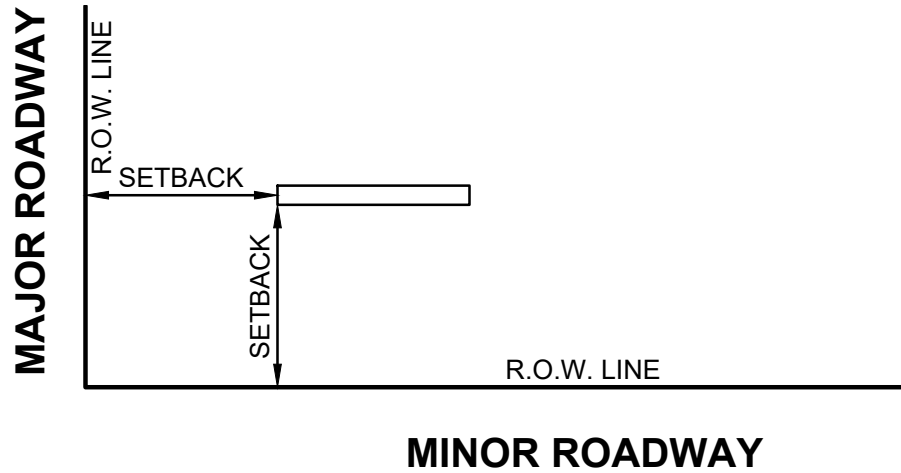


CPD MASTER PLAN SCHEDULE

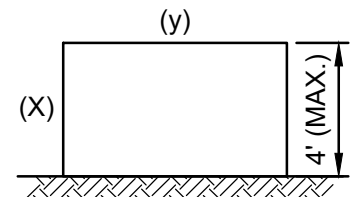
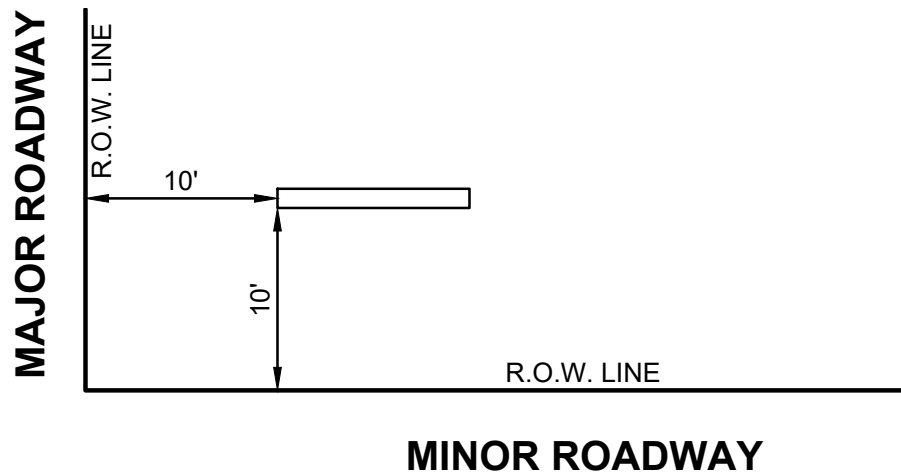
CANOPY TREES
165 TOTAL TREES
(SHALLOW-ROOT SPECIES)

SHRUBS
FOUR (4) PER TREE
(SHALLOW-ROOT SPECIES)

RCR - TAYLOR LOGISTICS PARK CPD
EXHIBIT 2
SIGNAGE STANDARDS



FREESTANDING SIGN



MAXIMUM SIZE
 $(X) * (Y) \leq 60 \text{ sf}$

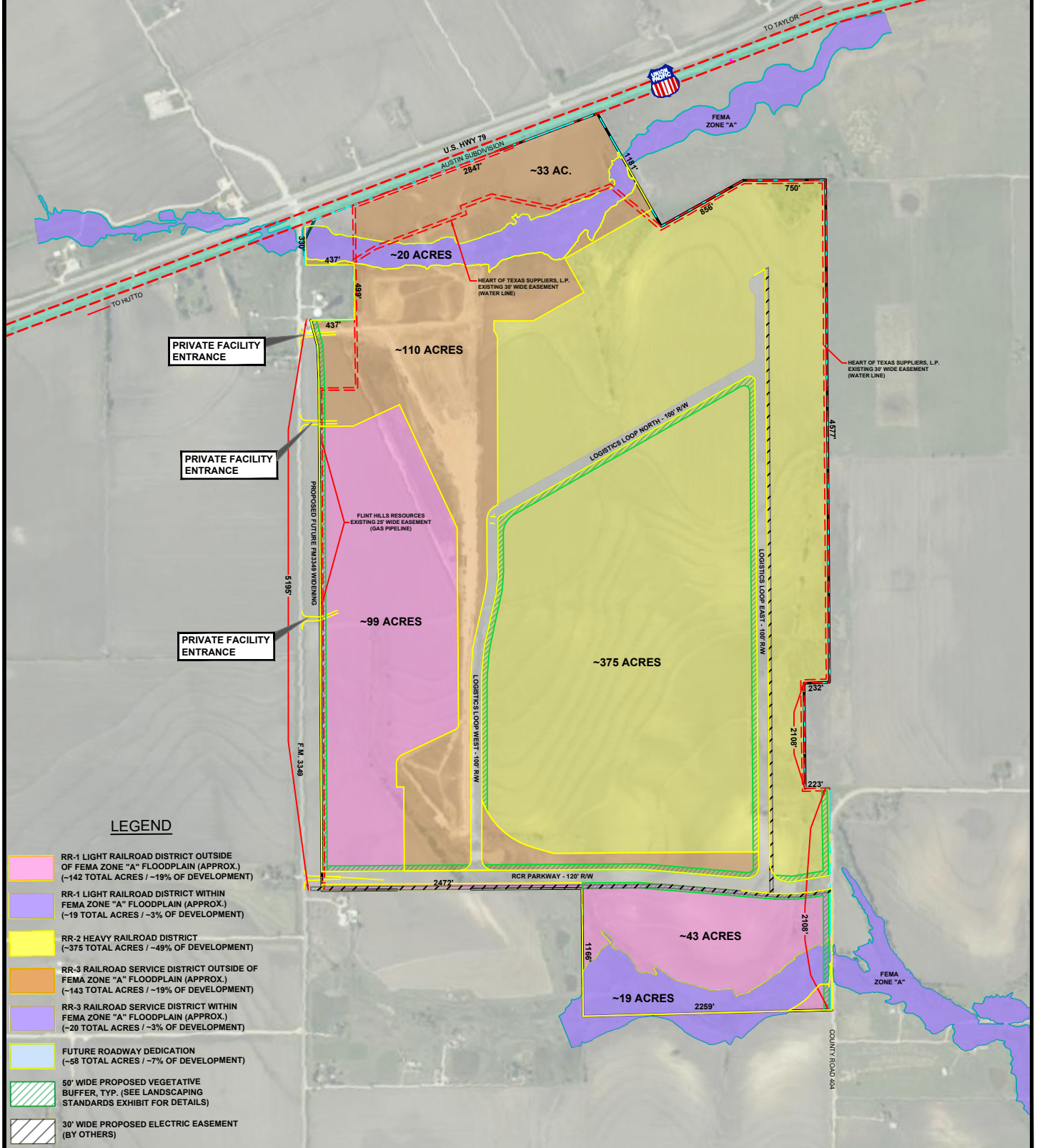
LOW PROFILE SIGN



RCR - TAYLOR LOGISTICS PARK CPD

EXHIBIT 3

PROPOSED LAND USE MAP



LEGEND

- RR-1 LIGHT RAILROAD DISTRICT OUTSIDE OF FEMA ZONE "A" FLOODPLAIN (APPROX.) (~142 TOTAL ACRES / ~19% OF DEVELOPMENT)
- RR-1 LIGHT RAILROAD DISTRICT WITHIN FEMA ZONE "A" FLOODPLAIN (APPROX.) (~19 TOTAL ACRES / ~3% OF DEVELOPMENT)
- RR-2 HEAVY RAILROAD DISTRICT (~375 TOTAL ACRES / ~49% OF DEVELOPMENT)
- RR-3 RAILROAD SERVICE DISTRICT OUTSIDE OF FEMA ZONE "A" FLOODPLAIN (APPROX.) (~143 TOTAL ACRES / ~19% OF DEVELOPMENT)
- RR-3 RAILROAD SERVICE DISTRICT WITHIN FEMA ZONE "A" FLOODPLAIN (APPROX.) (~20 TOTAL ACRES / ~3% OF DEVELOPMENT)
- FUTURE ROADWAY DEDICATION (~58 TOTAL ACRES / ~7% OF DEVELOPMENT)
- 50' WIDE PROPOSED VEGETATIVE BUFFER, TYP. (SEE LANDSCAPING STANDARDS EXHIBIT FOR DETAILS)
- 30' WIDE PROPOSED ELECTRIC EASEMENT (BY OTHERS)

RITD
RAILROAD INFRASTRUCTURE &
TERMINAL DEVELOPMENT, LLC

35505 COOPER ROAD, P.O. BOX 1087
BROOKSHIRE, TEXAS 77423
(281) 392-4850 WWW.RITD-LLC.COM FIRM #16254



DATE 07/01/2022 DRAWN MA
CHECK RH APPR'D RH

THIS DRAWING SET WAS CREATED FROM INFORMATION PROVIDED BY OTHERS AND HAS NOT BEEN VERIFIED BY FIELD MEASUREMENTS OR TOPOGRAPHICAL SURVEYS. RAILROAD INFRASTRUCTURE & TERMINAL DEVELOPMENT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THE DRAWING SET. USE OF ANY PORTION OF THIS DRAWING CONSTITUTES ACCEPTANCE OF THE TERMS & CONDITIONS OF RAILROAD INFRASTRUCTURE & TERMINAL DEVELOPMENT, LLC.



ISSUE FOR REVIEW
EXHIBIT DRAWING
PROPOSED LAND USE MAP

PERMIT PZ-2019-1133

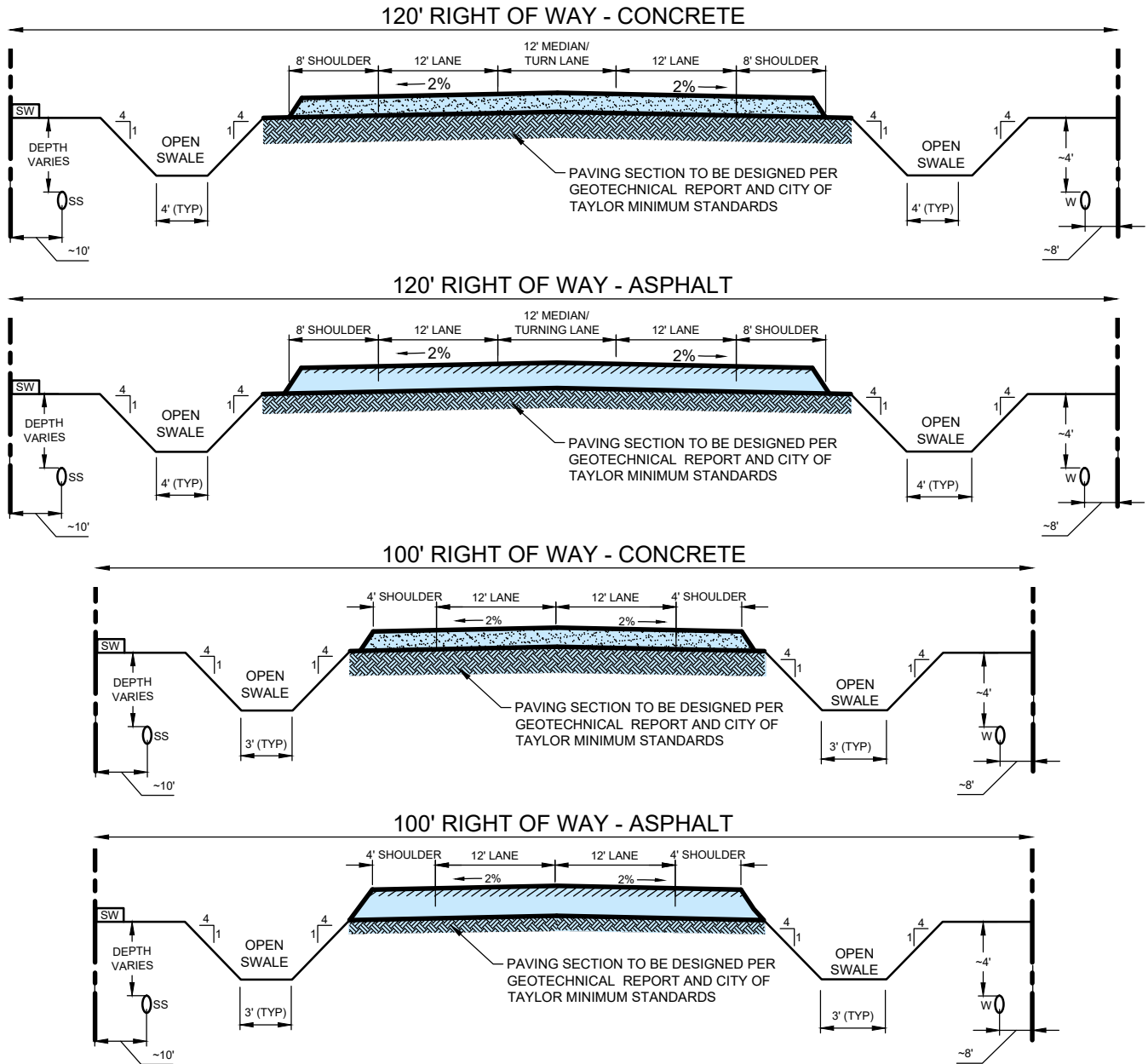
EXH.3

PROJ #: 474-2

RCR - TAYLOR LOGISTICS PARK CPD

EXHIBIT 4

TYPICAL ROADWAY SECTIONS



LEGEND

	SS SANITARY SEWER LINE		ASPHALT
	W WATER LINE		CONCRETE
	SW SIDEWALK (ONLY REQUIRED ON ONE SIDE OF R/W)		SUBGRADE

NOTES:

- 1) A PUBLIC SIDEWALK FIVE (5) FEET IN WIDTH SHALL BE CONSTRUCTED ALONG ONE SIDE OF ALL PUBLIC ROADWAYS IN THIS CPD AND SHALL BE SITUATED ADJACENT TO THE RIGHT-OF-WAY LINE.
- 2) A GEOTECHNICAL STUDY SHALL BE PERFORMED TO ANALYZE REQUIREMENTS OF PAVEMENT SECTIONS SHOWN HEREON PRIOR TO APPROVAL OF SUBDIVISION IMPROVEMENT PLANS FOR PUBLIC ROADWAYS.
- 3) A TRAFFIC IMPACT ANALYSIS (TIA) SHALL BE PERFORMED IN CONJUNCTION WITH SUBDIVISION IMPROVEMENT PLANS FOR ROADWAYS TO DETERMINE TRAFFIC PATTERNS, LANE ASSIGNMENTS, AUTOTURN ANALYSIS FOR STREET INTERSECTIONS, AND OTHER TRANSPORTATION DESIGN CRITERIA.
- 4) LOCATIONS AND UTILITY ASSIGNMENTS ARE SUBJECT TO CHANGE DUE TO ENGINEERING DESIGN AND WILL BE APPROVED WITH THE SUBDIVISION IMPROVEMENT PLANS.

ORDINANCE NO. 2022-25

AN ORDINANCE AMENDING ORDINANCES 2019-28 AND 2022-14 THAT CHANGED 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 July 28, 2022, to consider the 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 July 12, 2022, to consider the amendment, and recommended approval of the amendment to the City Council; and

WHEREAS, the City Council, after the public hearing, approved the request for the amendment, 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 is described in Exhibit A, being approximately 756.00 acres of land zoned 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 shall be amended as shown in **Exhibit “B”**, attached hereto and incorporated by reference herein.

SECTION 4. The City Council hereby adopts the amended Ordinance 2022-25.

SECTION 5. All other terms and conditions contained in Ordinances 2019-28 and 2022-14, except as amended herein, shall continue and remain in full force and effect.

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

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

SECTION 7. In accordance with Article VIII of the City Charter, Ordinance 2022-25 was introduced before the Taylor City Council on the 28th day of July 2022.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2022-25, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2022.

Dianna McLean
City Clerk



City of Taylor City Council

Thursday, July 28, 2022

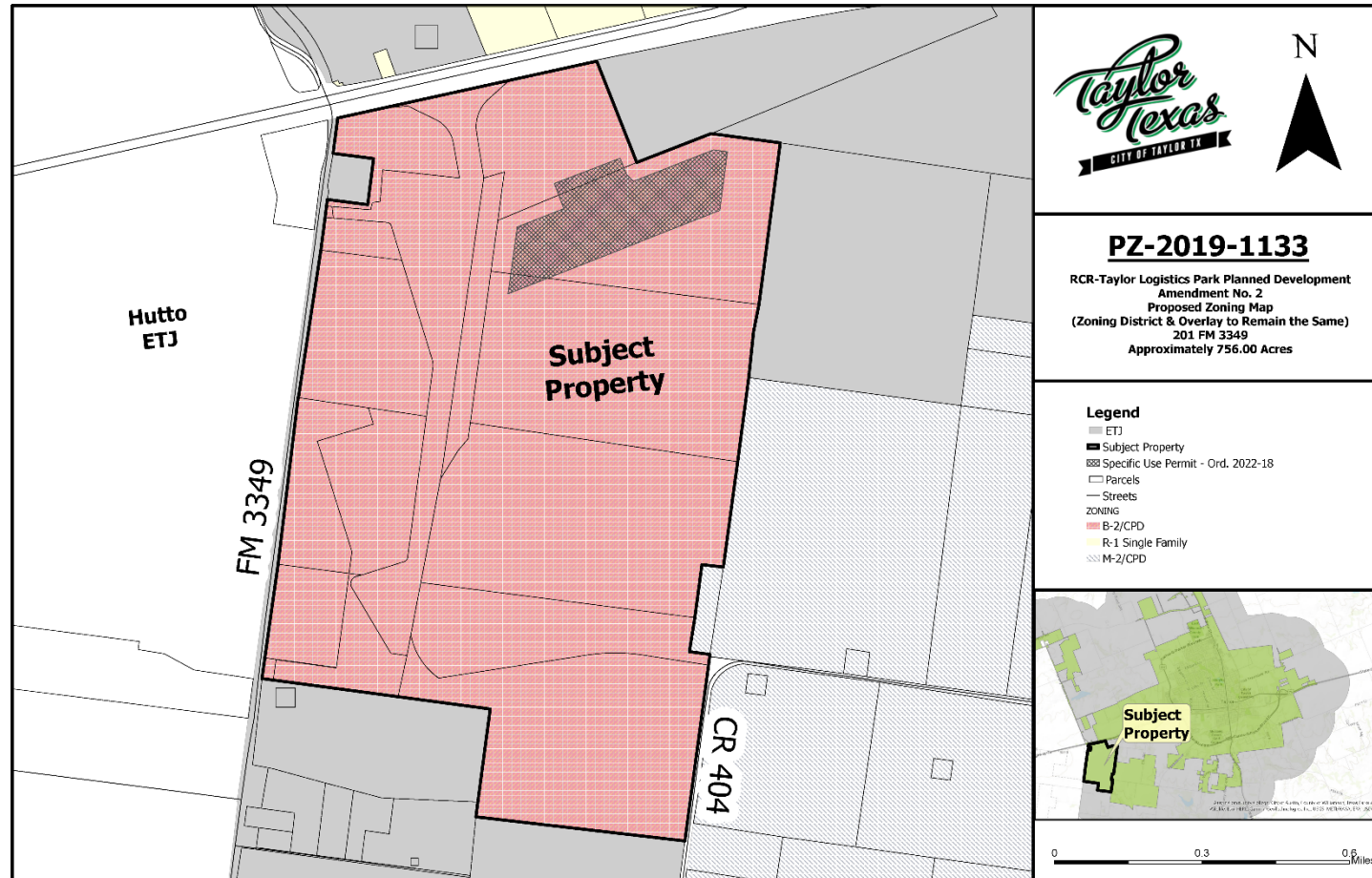
At 6:00 P.M.



PZ-2019-1133

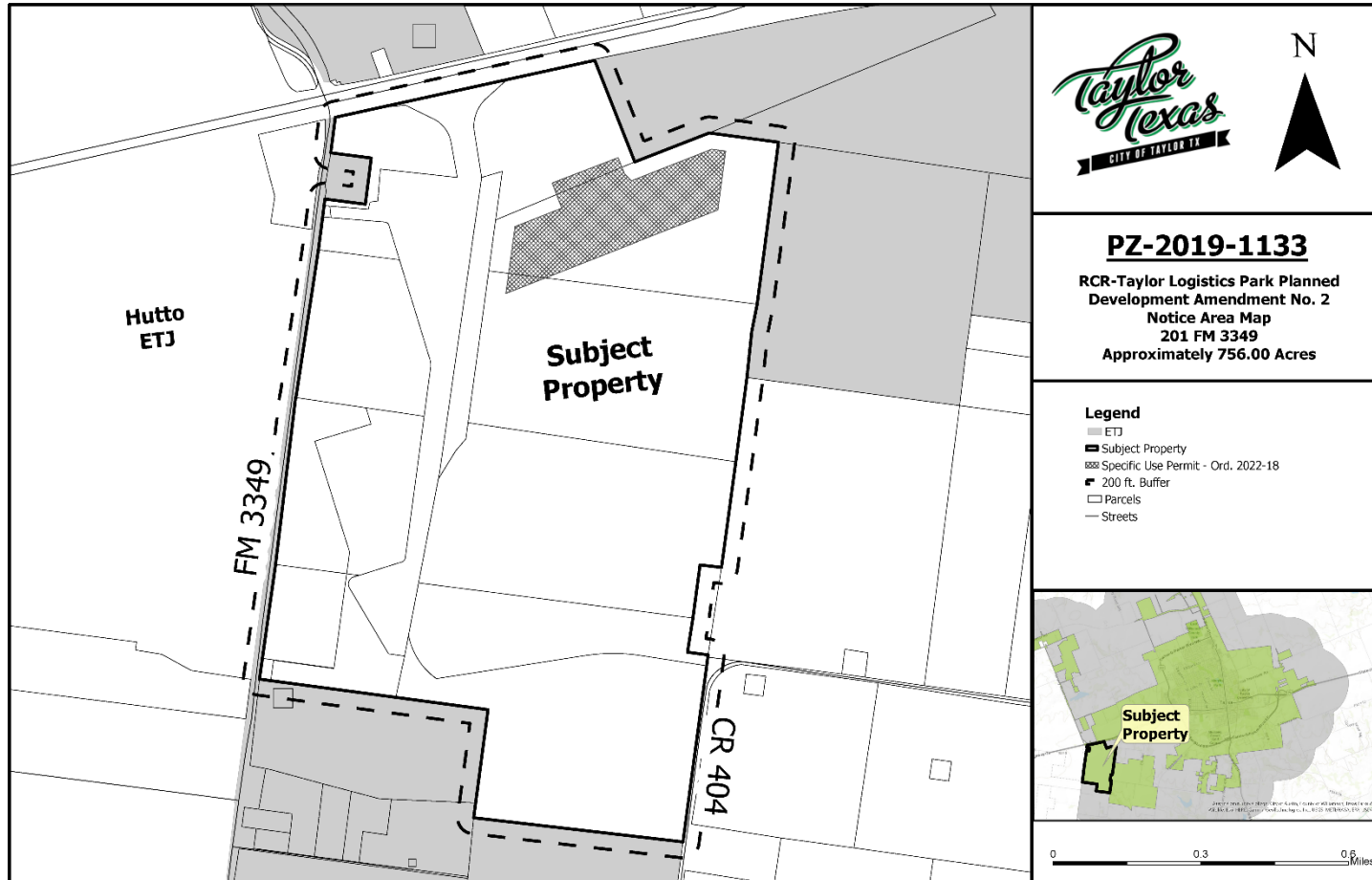
RCR-Taylor Logistics Park Planned Development
Amendment No. 2

Current Zoning Map



**General Business Zoning District with a Commercial
Planned Development Overlay (B-2/CPD)**

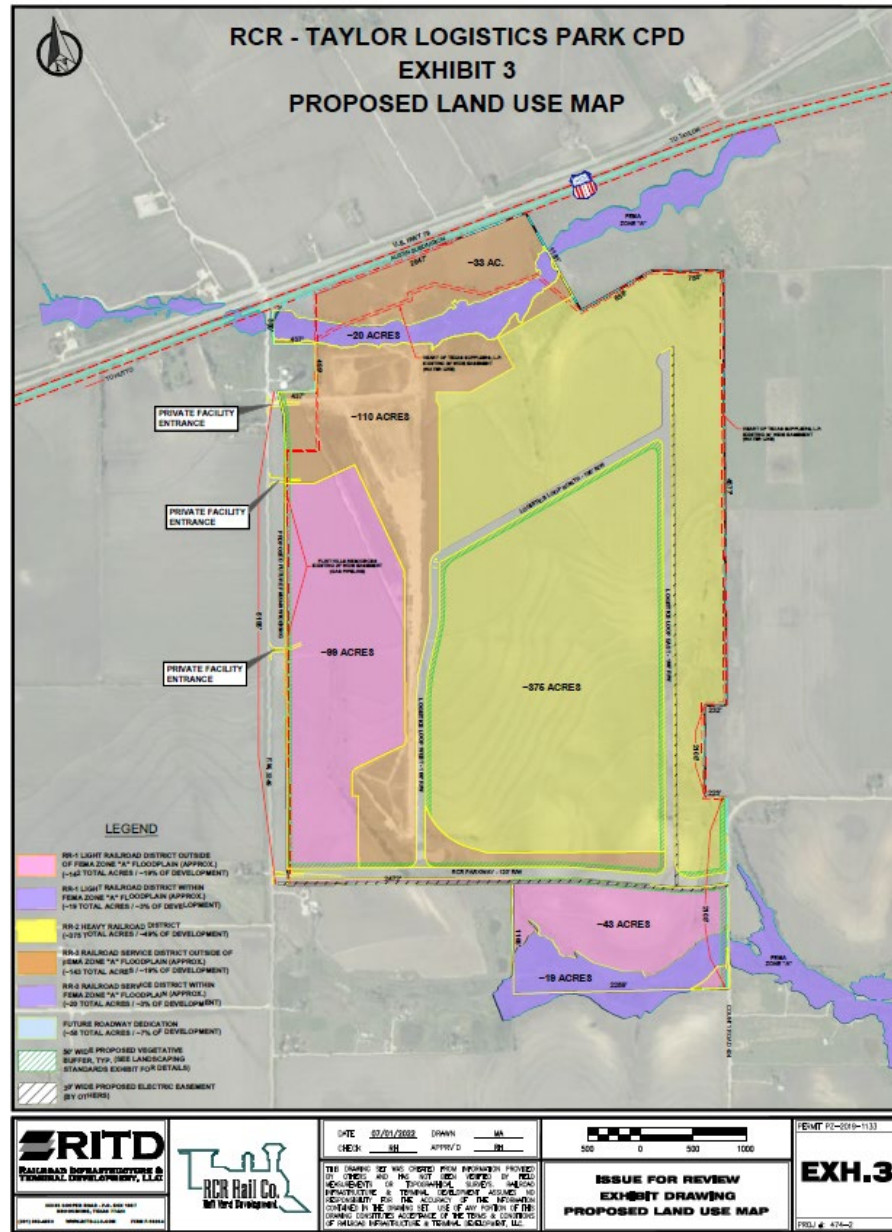
Notice Area Map



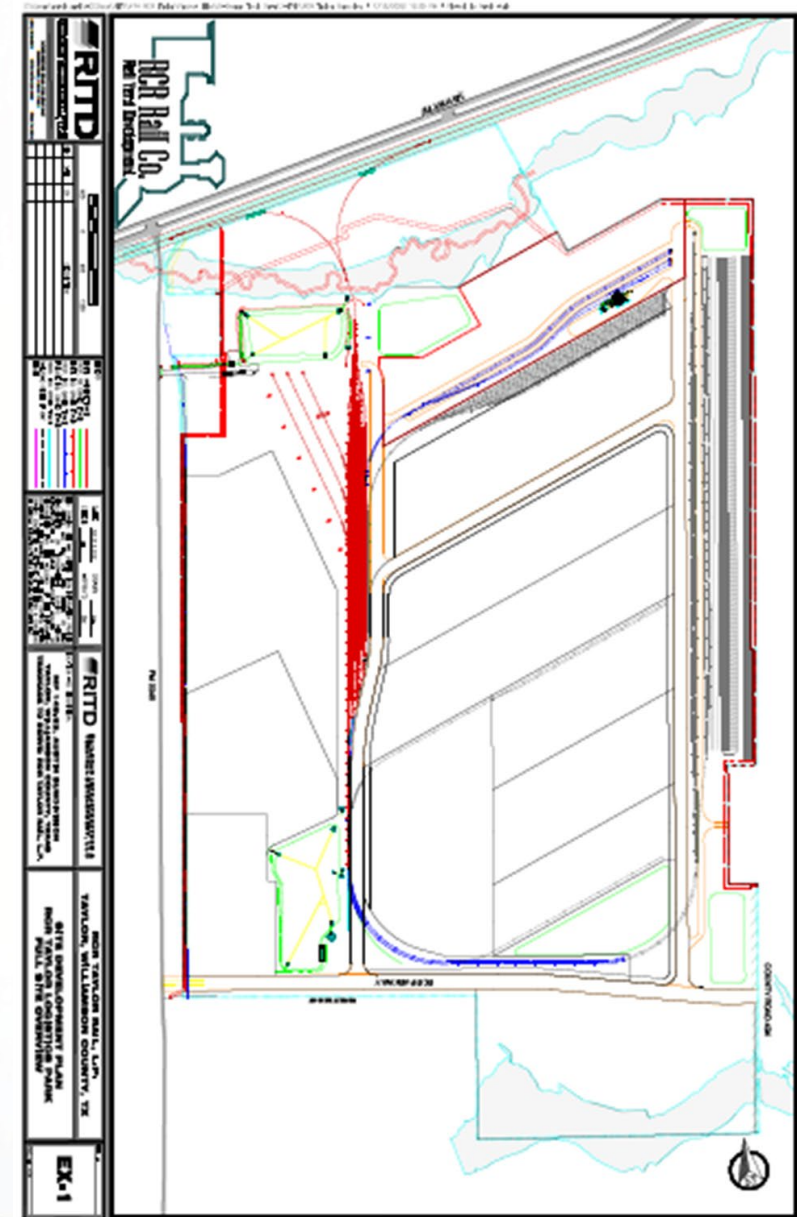
- 14 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

RCR-Taylor Logistics Park

Sub-District Map



Proposed Layout



Recommendation

Planning and Zoning Commission recommended approval of the proposed planned development amendment request as it meets the intent of the Comprehensive Plan.



City Council Meeting

July 28, 2022

Transmittal Letter

Agenda Item #:

14

Agenda Title:

Hold a public hearing and introduce Ordinance 2022-26 regarding PZ-2022-1413, a change of zoning on approximately 27.89 acres addressed as 1910 CR 452, from Single-Family Residential Zoning District (R-1) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD).

STRATEGIC PILLAR

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

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

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

The purpose of the re-zoning is to develop a pedestrian-friendly community with a mixture of thoroughfare types, residential lot sizes, and block lengths arranged to respect the existing infrastructural conditions and seamlessly connect with the adjacent neighborhood.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The applicants' request is to change the zoning district designation from Single-Family Residential Zoning District (R-1) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD). The subject property is located at 1910 CR 452 (Old Coupland Road).

The applicant has chosen to provide a mixture of lot sizes and block lengths to accommodate various single-family residential product types. The current zoning is intended to be used principally for residential uses, but this tract is surrounded by existing development and infrastructure, which create unique development conditions for the property and have necessitated the incorporation of a planned development. For the applicant to move forward with this project, changes to the Official Zoning Map are required.

On July 12, 2022, the Planning and Zoning Commission held a public hearing regarding this request. The Planning and Zoning Commission unanimously recommended approval of the Zoning Map Amendment.

2. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provide residential development that is complementary to the existing and proposed development • Provides a neighborhood design that meets the goals in the comprehensive plan of human-scale development patterns • Provides various lot sizes and block lengths • Increase in tax base	• Will increase vehicular traffic along Old Coupland Road.

4. RECOMMENDATION

The Planning and Zoning Commission held a public hearing on July 12, 2022, and they unanimously recommended approval of the request to change the zoning of approximately 27.89 acres of land from Single-Family Residential Zoning District (R-1) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD).

5. FUNDING SOURCE

N/A.

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – July 12, 2022

City Council public hearing and ordinance introduction – July 28, 2022

City Council consideration of ordinance – August 11, 2022

7. OTHER OPTIONS (In order of preference)

N/A.

8. ATTACHMENTS

- 14a. [Staff Report](#)
- 14b. [Growth Sectors Map](#)
- 14c. [Future Land Use Map](#)
- 14d. [Current Zoning Map](#)
- 14e. [Proposed Zoning Map](#)
- 14f. [Notice Area Map](#)
- 14g. [Ordinance 2022-26](#)

- 14g(a). Ordinance [Exhibit A](#)
- 14g(b). Ordinance [Exhibit B](#)
- 14g(c). Ordinance [Exhibit C](#)
- 14h. [PowerPoint Presentation](#)

City of Taylor
PZ-2022-1413
Hilltop Estates PD/Re-Zoning
Staff Report

Item Details

Subject Property:	1910 CR 452
Total Acreage:	Approximately 27.89 acres
Legal Description:	27.89 acres part of and out of the Parthinia Coursey Survey, Abstract No. 131, Taylor, Williamson County, Texas.
Property Owner(s):	Hilltop Estates LLC (Rick Northcutt & Candy Buzan)
Representative:	Chris Huggins, Kontur Technical, LLC
Request:	A request for Residential Planned Development Overlay (R-1/RPD) Overlay to accommodate a variety of lot sizes and block lengths.
Case History:	One previous application has been processed for the subject property, PZ-2019-1134 (Northcutt-Buzan Preliminary Plat). This application expired in May 2022 and was later voided with the intent of the property owners to reapply in the future once the zoning was established.

Overview of Applicant's Request & Background

The property owner and their representative engaged staff with their future plans to develop the subject property for residential development and have participated in the review process since January 2022. The subject property is currently identified as Intended Growth Sector on the Growth Sectors Map and Neighborhood Greenfield on the Future Land Use Map. Discussions with staff, the property owner, and their representative resulted in their response to apply for a request to redesignate the subject property from its current zoning designation of Single-Family Residential (R-1) to Single-Family Residential with a Residential Planned Development Overlay (R-1/RPD).

Location:

The subject property is located along Old Coupland Road (CR 452) and is directly adjacent to the Theo Brinkmeyer Addition to the City of Taylor to the north and east. The subject property has minimal immediate frontage to the northern section of Old Coupland Road, which runs east to west, and staggered frontage along the eastern section of Old Coupland Road, which runs north to south.

Growth Sector Designations:

The Growth Sectors Map identifies the areas in Taylor and its Extra-territorial jurisdiction (ETJ) where development and redevelopment are intended, where they should be controlled, and places where they should be restricted. The subject property is located within the Intended Growth Sector. The Intended Growth Sector consists of areas with access to existing or planned infrastructure

adjacent to existing developed areas. The Intended Growth Sector primarily covers vacant, underutilized, or poorly developed areas adjacent to existing centers and service areas (p. 50, Envision Taylor Comprehensive Plan). This designation encourages development, and as such, the subject property abuts existing residential development to the north and east (designated as Infill Neighborhood Sector) and vacant agricultural land to the south and west (designated as Intended Growth Sector).

Future Land Use and Zoning Designations:

The adopted Envision Taylor Comprehensive Plan identifies Future Land Use designations to guide growth in Taylor. The subject property was assigned the land use designation, Neighborhood Greenfield. This designation is applied to areas anticipated to be developed as an extension of the existing urban fabric in Taylor. These areas are intended to accommodate future growth and redevelopment and should include a mix of residential building types and services (p. 79, Envision Taylor Comprehensive Plan). The proposed Future Land Use designation of Neighborhood Greenfield currently encompasses 1,367 acres within the city.

Surrounding property uses and zoning designations:		
Direction	Existing Land Use	Zoning
North	Old Coupland Road and single-family residential	R-1
South	Vacant	R-1
East	Old Coupland Road and single-family residential	R-1
West	Agricultural land	R-1

Utilities

The subject property is located within the City's service area for water and wastewater. Currently, the developer has two potential connections for water via a 6-inch line to the north of the subject property along the northern right-of-way of Old Coupland Road or another 6-inch line which is located along the southern right-of-way of Southwood Hills Drive and terminates at the intersection of Old Coupland Road and Southwood Hills Drive. Regarding wastewater, there is an 8-inch line located along the southern right-of-way of Old Coupland Road to the north of the subject property, which can be directly accessed.

Transportation

The subject property gains access from Old Coupland Road, identified within the Transportation Plan in the Envision Taylor Comprehensive Plan as a Neighborhood Street. Neighborhood Streets are described as low-speed, low-volume thoroughfares that provide access to the abutting land uses (p. 106, Envision Taylor Comprehensive Plan). Additionally, the Transportation Plan has proposed a Neighborhood Avenue within the subject property, which will be achieved by Stella Avenue, which is proposed to have a modified alignment (offset of the intersection of Old Coupland Road and Southwood Hills Drive) due to the presence of the existing single-family home at the terminus of the intersection. Additionally, modifications to Chapter 2.7 (Blocks) of the Subdivision Ordinance were requested to increase the maximum block length from 600' to 650'

due to constraints imposed on the subject property by the layout of existing residential development and the necessity of realigning Stella Avenue.

Public Notification

As required by the Texas Local Government Code (TLGC) and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the re-zoning request (40 notices) and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, June 26, 2022.

Staff Analysis

The subject property is already zoned for single-family residential land uses; however, the applicant is requesting a Residential Planned Development to provide various lot sizes. The request would permit the property owners to tailor the development to their parcel so lot sizes (including widths) and block lengths so they can achieve optimum density. Staff supports this request as it achieves the intent of the Comprehensive Plan and is located within an area that explicitly encourages development.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for re-zoning and recommends 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 members shall consider the following factors:

Is the re-zoning request consistent with the guiding documents, such as the Comprehensive Plan?

- The current designations of the subject property of Intended Growth Sector and Neighborhood Greenfield directly correlate to the City's desire to encourage new growth within the existing infrastructure footprint. Since the subject property is close to both water and wastewater lines and accounts for the appropriate transportation infrastructure within its proposal, it has demonstrated its consistency with the Comprehensive Plan.

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

- The proposed re-zoning consists of a proposed overlay district while keeping the current zoning district, Single-Family Residential Zoning District (R-1), which matches surrounding properties. Currently, the subject property is directly adjacent to numerous single-family residences nearby, which is what the current zoning district and proposed overlay district will permit for this proposed development.

Does the re-zoning request promote public health, safety, and general welfare?

- The proposed re-zoning request promotes public health, safety, and welfare, and such standards will be secured during the development process.

Is infrastructure available for future development of this site for uses allowed in the proposed zoning district(s)/overlay(s)?

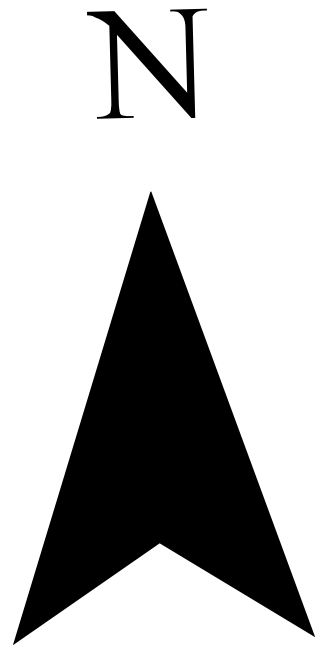
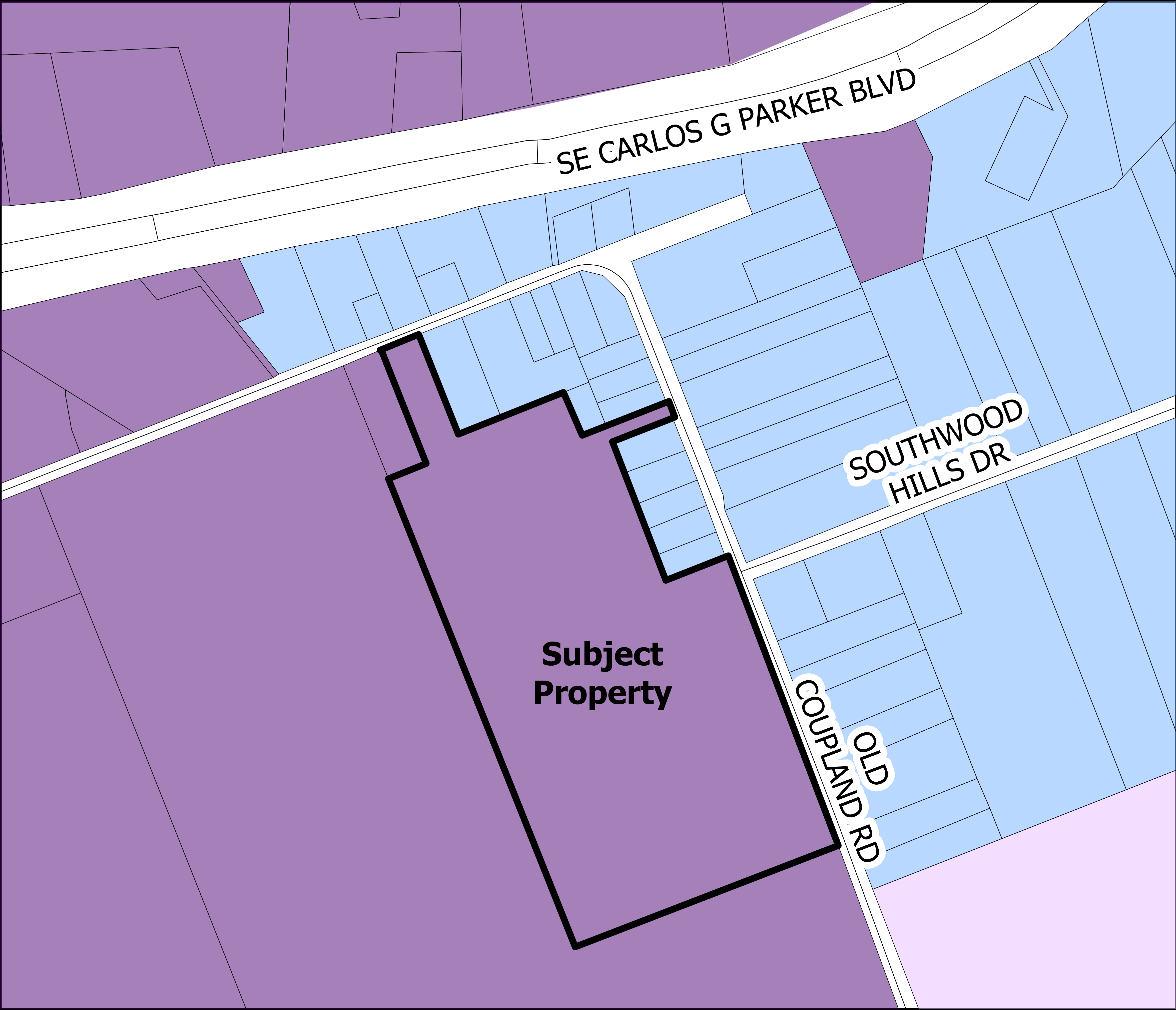
- The subject property is currently located within the City's water and wastewater service areas and has direct access to utility infrastructure with sufficient capacity, as well as transportation access via Old Coupland Road.

Are there changed conditions that make the re-zoning necessary?

- This proposal reflects the current growth Taylor is experiencing and the Intended Growth Sector and Neighborhood Greenfield designations described within the Comprehensive Plan.

Attachments:

- a) Growth Sector Map
- b) Future Land Use Map
- c) Current Zoning Map
- d) Proposed Zoning Map
- e) Notice Area Map
- f) Proposed Ordinance 2022-26
 - i. Exhibit A – Property Description
 - ii. Exhibit B – Hilltop Estates Planned Development (PD) Document
 - iii. Exhibit C – Proposed Zoning Map



PZ-2022-1413

Hilltop Estates PD/Re-Zoning
Growth Sectors Map
1910 CR 452
Approximately 27.89 Acres

Legend

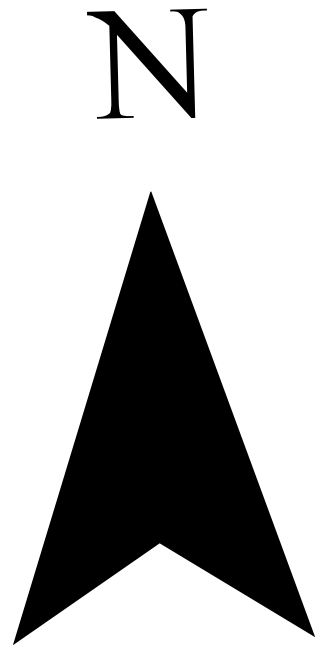
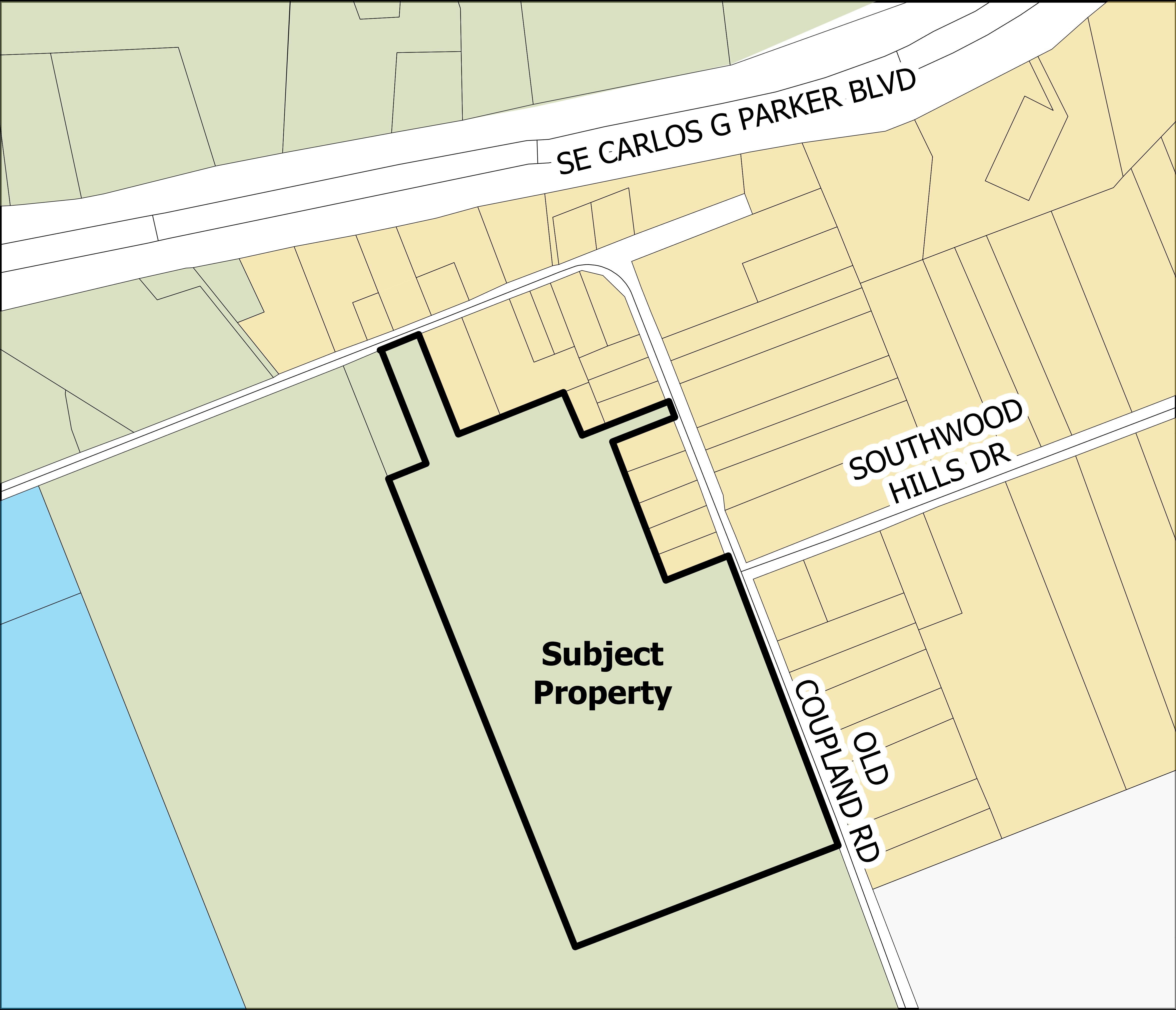
- Subject Property
- Parcels
- Streets

Growth Sector Map

Sector

- Restricted Growth Sector
- Intended Growth Sector
- Infill Neighborhood Sector





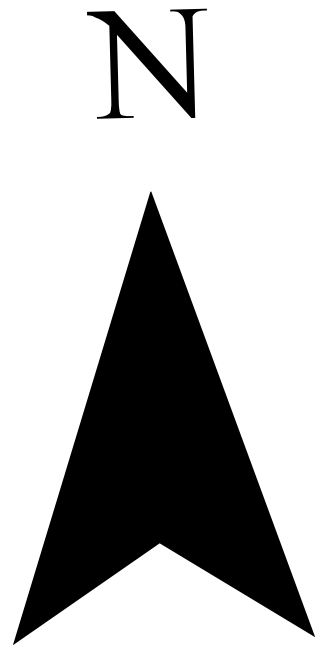
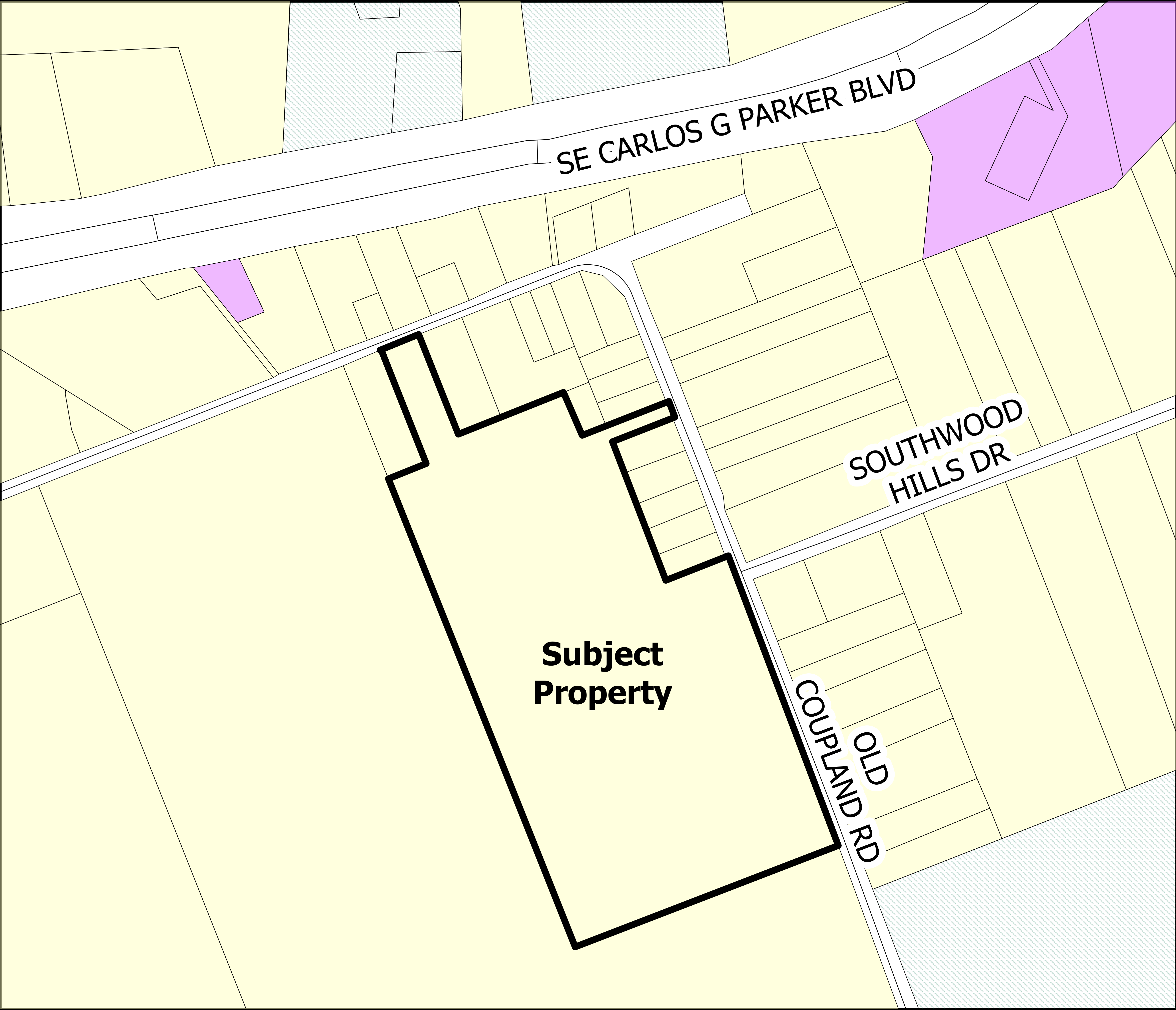
PZ-2022-1413

Hilltop Estates PD/Re-Zoning
Future Land Use Map
1910 CR 452
Approximately 27.89 Acres

Legend

- Subject Property
- Parcels
- Streets
- Future Land Use Map**
- Land Use
 - Area of Minimal Change
 - Neighborhood Greenfield
 - Neighborhood Infill
 - Employment Center: Community





PZ-2022-1413

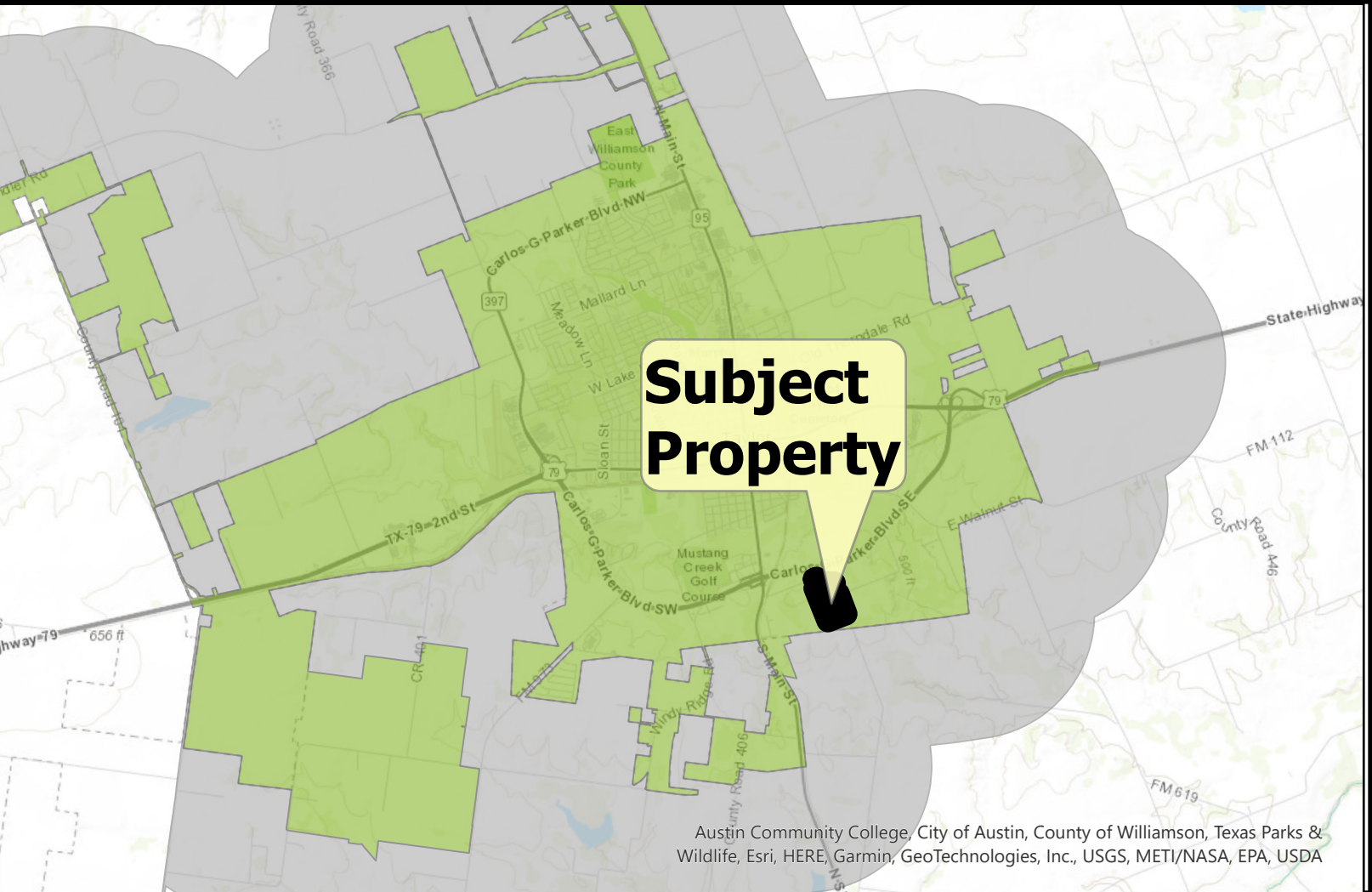
**Hilltop Estates PD/Re-Zoning
Current Zoning Map
1910 CR 452
Approximately 27.89 Acres**

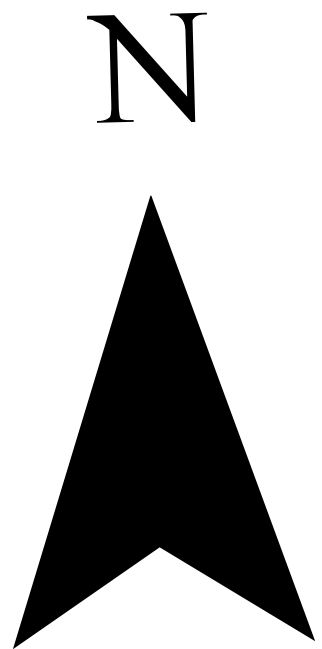
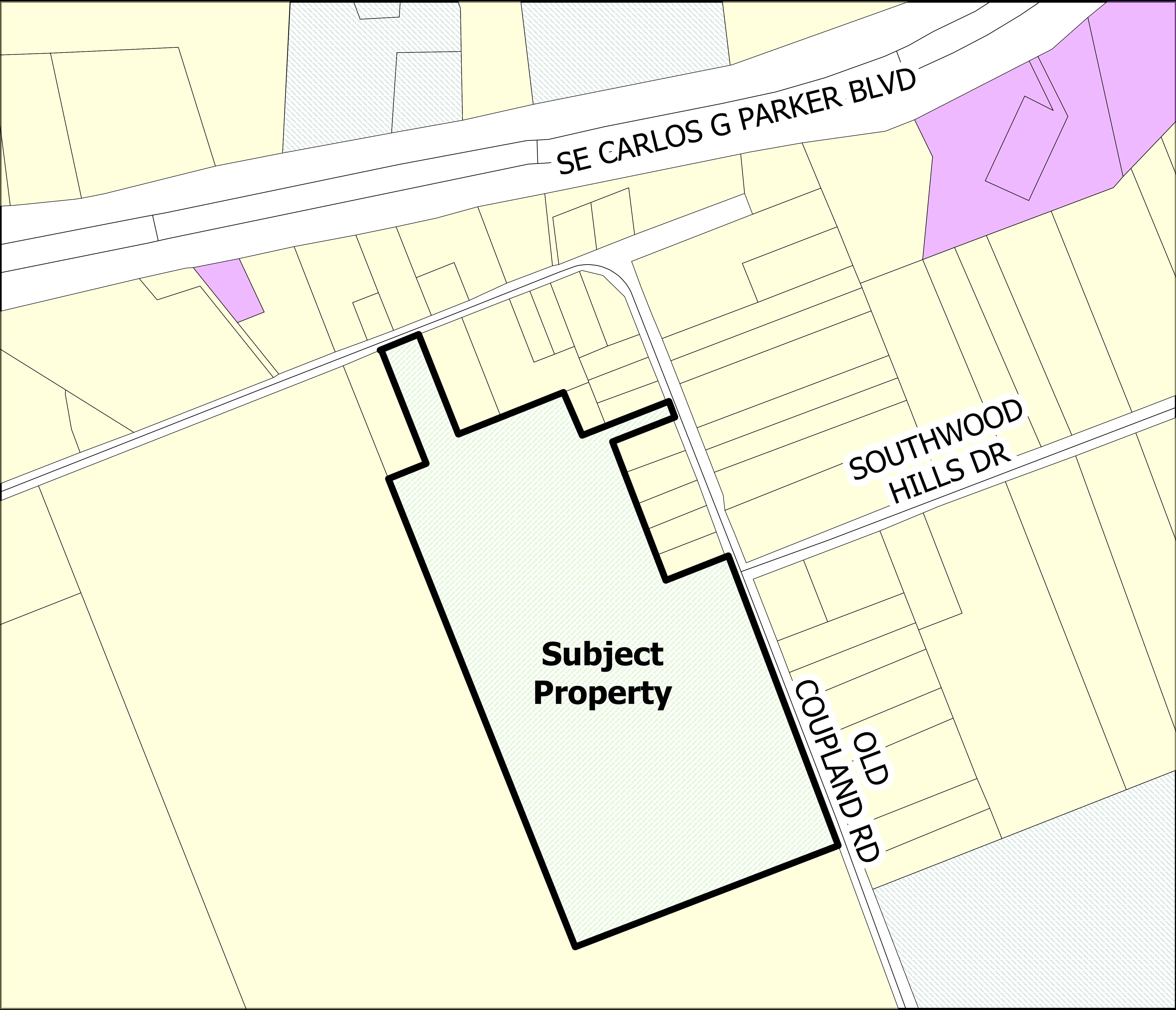
Legend

- Subject Property
- Parcels
- Streets

ZONING

- B-1
- M-1 Light Industrial
- R-1 Single Family
- R/A Rural Agriculture





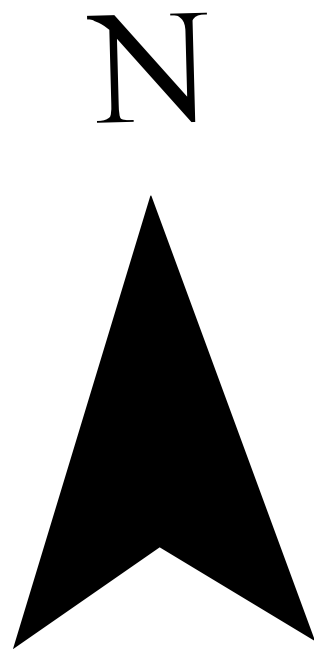
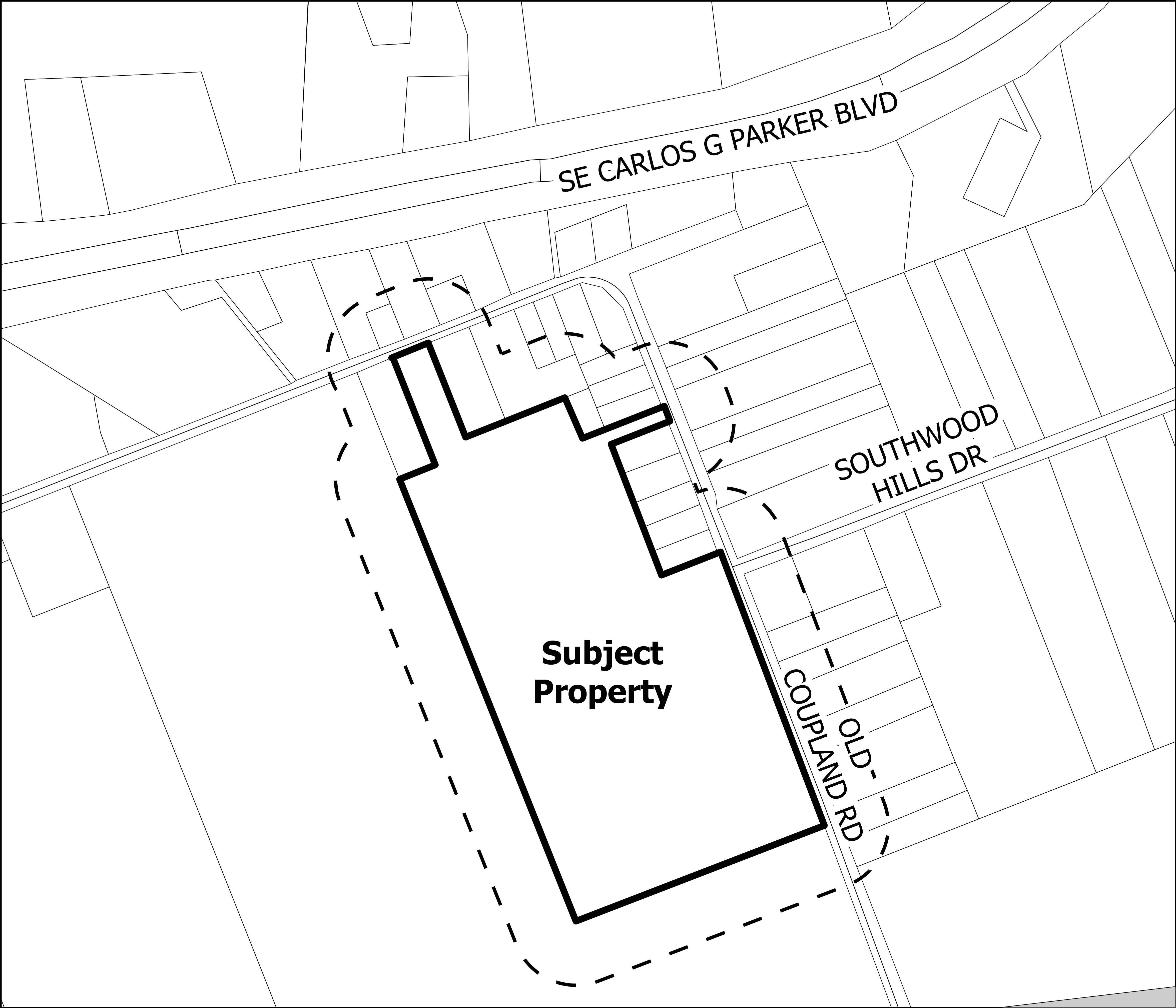
PZ-2022-1413

**Hilltop Estates PD/Re-Zoning
Proposed Zoning Map
1910 CR 452
Approximately 27.89 Acres**

Legend

- Proposed R-1/RPD Zoning
- Parcels
- Streets
- ZONING**
- B-1
- M-1 Light Industrial
- R-1 Single Family
- R/A Rural Agriculture





PZ-2022-1413

**Hilltop Estates PD/Re-Zoning
Notice Area Map
1910 CR 452
Approximately 27.89 Acres**

Legend

- ETJ
- Subject Property
- 200 ft. Buffer
- Parcels
- Streets



ORDINANCE NO. 2022-26

AN ORDINANCE CHANGING THE ZONING ON PROPERTY DESCRIBED AS APPROXIMATELY 27.89 ACRES OF LAND ADDRESSED AS 1910 CR 452, FROM SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1) TO SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT WITH A RESIDENTIAL PLANNED DEVELOPMENT OVERLAY (R-1/RPD), PART OF AND OUT OF THE PARTHINIA COURSEY SURVEY, ABSTRACT NO. 131, TAYLOR, WILLIAMSON COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council, after proper notice, conducted a public hearing on July 28, 2022, to consider the request made by Hilltop Estates, LLC through Chris Huggins, for property which is legally described in **Exhibit “A”** attached hereto and incorporated by reference herein for all purposes (“Property”), to change the zoning for the Property from Single-Family Residential Zoning District (R-1) to Single-Family Residential with a Residential Planned Development Overlay (R-1/RPD); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on July 12, 2022, to consider the zoning request, and recommended the change to the City Council; and

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

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

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

SECTION 2. The Property described in Exhibit “A” is changed from Single-Family Residential Zoning District (R-1) to Single-Family Residential with a Residential Planned Development (R-1/RPD).

SECTION 3. The Residential Planned Development Overlay hereby referred to as the Hilltop Estates Residential Planned Development including the permitted land uses and development standards that shall be applied to and be required for the Property are described in **Exhibit “B”** attached hereto and incorporated herein for all purposes. Notwithstanding Section 2.17.5 of the Zoning Ordinance, the minimum lot sizes and densities shall be as established in the Planned Development standards in Exhibit “B”.

SECTION 4. The Official Zoning Map of the City of Taylor, Texas is changed to show the Property zoning district changed from Single-Family Residential Zoning District (R-1) to Single-Family Residential with a Residential Planned Development (R-1/RPD) on approximately 27.89 acres as shown in **Exhibit “C”** attached hereto and incorporated herein for all purposes.

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

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

SECTION 7. In accordance with Article VIII of the City Charter, Ordinance 2022-26 was introduced before the Taylor City Council on the 28th day of July 2022.

PASSED, APPROVED, and ADOPTED on the _____ day of _____ 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2022-26, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2022.

Dianna McLean
City Clerk

EXHIBIT A
(Legal Description)

EXHIBIT "A"

FIELDNOTES

BEING A 27.887 ACRE TRACT OF LAND OUT OF THE PARTHINIA COURSEY SURVEY, ABSTRACT NO. 131, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAID 27.887 ACRE TRACT OF CONVEYED FROM GLEN SIMPSON, ET AL TO HILLTOP ESTATES, LLC, A TEXAS LIMITED LIABILITY COMPANY, FILED JULY 24, 2017 AND RECORDED IN DOCUMENT NO. 2017068052 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC); SAID 27.887 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1/2 inch diameter iron rod found for the East corner of the herein described tract, said iron rod being the East corner of said 27.887 acre tract, the North corner of a 12.00 acre tract of land conveyed in a Warranty Deed from Theo. Brinkmeyer and wife, Mary Brinkmeyer to John A. Bigon, filed September 7, 1984 as recorded in Volume 1069, Page 907 of the Deed Records of Williamson County, Texas (DRWC), and being in the West line of Old Coupland Road (County Road 452);

THENCE, South 68°56'02" West, generally along a net wire fence with the South line of the said 27.887 acre tract and the North line of the said 12.00 acre tract, a distance of 831.53 feet (deed called 831.51 feet) to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" found for the South corner of the said 27.887 acre tract, the West corner of the said 12.00 acre tract, and lying in the East line of a 98.76 acre tract of land conveyed in a Warranty Deed with Vendor's Lien from R.E. Kollman to John A. Bigon and wife, Mary Bigon, filed December 10, 1974 as recorded in Volume 600, Page 626 DRWC;

THENCE, North 21°44'59" West, with the West line of the said 27.887 acre tract and the East line of the said 98.76 acre tract, a distance of 1,486.30 feet, to a 5/8 inch diameter iron rod found for an exterior corner of the herein described tract, said iron rod also being the South corner of a 0.996 acre tract conveyed in a Gift Deed from Arthur H. Luna and wife, Yolanda S. Luna to Jacquelyn Hernandez, filed January 27, 2017 as recorded in Document No. 2017008822 OPRWC;

THENCE, North 68°09'58" East, with the South line of the said 0.996 acre tract and a North line of the said 27.887 acre tract, a distance of 120.10 feet (deed call 120.17 feet) to a 3 inch iron pipe found for an Interior corner of the herein described tract, said iron pipe being an interior corner of the said 27.887 acre tract, and the East corner of the said 0.996 acre tract;

THENCE, North 21°34'31" West, with the common line of the said 27.887 acre and the said 0.996 acre tract, a distance of 361.20 feet to a 1/2 inch iron rod found for Northwest corner of the herein described tract, said iron rod being the Northwest corner of the said 27.887 acre tract, the North corner of the said 0.996 acre tract, and being in the South line of the aforesaid Old Coupland Road;

EXHIBIT 1

THENCE, North 67°49'04" East, with the North line of the said 27.887 acre tract and the South line of Old Coupland Road, a distance of 119.62 feet (deed call 119.82 feet) to a 1/2 inch diameter iron found for the North corner of the herein described tract, said iron rod also being the West corner of Lot One of the Theo Brinkmeyer Addition as recorded in Cabinet D, Slide 332 of the Plat Records of Williamson County, Texas (PRWC);

THENCE, South 21°38'28" East, with the East line of the said 27.887 acre tract and the West line of Lot One, a distance of 316.71 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the said 27.887 acre tract, and the South corner of Lot One;

THENCE, North 68°17'49" East, with the South line of the said Theo Brinkmeyer Addition, passing an iron rod found at the common corner of Lot One and Lot Two, at a distance of 137.88 feet, passing an iron rod found at the common corner of Lot Two and Lot Three, at a distance of 276.70 feet, passing an iron rod found at the West corner of the aforesaid 0.25 acre tract, at a distance of 333.76 feet, and continuing with the common line of said Theo Brinkmeyer Addition for a total distance of 414.05 feet, to a 5/8 inch diameter iron rod found for an interior corner of the herein described tract, said iron rod being the North corner of the said 27.887 acre tract, and lying in the West line of a 0.33 acre tract of land conveyed from Jenette I. Smith and Scott A. Smith to Jenette I. Smith, Scott A. Smith, and Gail D. Tully, filed March 31, 2006 as recorded in Document No. 2006025214 OPRWC, from which a 1/2 inch diameter iron rod found for the West corner of said 0.33 acre tract bears North 21°40'12" West, a distance of 6.65 feet;

THENCE, South 21°39'29" East, with an East line of the said 27.887 acre tract and the West line of the said 0.33 acre tract and a 0.332 acre tract conveyed from Laura Katherine Jones and husband, Clifford Wayne Valchar to James W. Downs and wife, Joyce J. Downs, filed October 29, 1997 as recorded in Document No. 9750067 of the Official Record of Williamson County, Texas (ORWC), a distance of 138.55 feet (deed call 138.41 feet), to a 5/8 inch diameter iron rod found for an interior corner of the herein described tract, said iron rod being an interior corner of the said 27.887 acre tract, the South corner of the said 0.332 acre tract, and in the North line of a 50 feet wide road easement as recorded in said Theo Brinkmeyer Addition;

THENCE, North 68°35'03" East, with the common line of the said 27.887 acre tract, the North line of said road easement, and the South line of the said 0.332 acre tract, a distance of 198.67 feet, to a calculated corner, from which a 1/2 inch diameter iron rod found bears North 20°44'45" West, a distance of 0.44 feet, said corner being the Northeast corner of the said 27.887 acre tract, the North corner of said road easement, and the East corner of the said 0.332 acre tract, said corner also being in the West line of aforesaid Old Coupland Road;

EXHIBIT 1

THENCE, South 20°44'45" East, with the East line of the said 27.887 acre tract and the West line of Old Coupland Road, a distance of 50.00 feet to a 1/2 inch diameter iron rod found for an exterior corner of the herein described tract, said iron rod being an exterior corner of the said 27.887 acre tract, the East corner of the said 50 feet wide road easement, and the North corner of the Resubdivision of Lots 1 & 2, Block 2 of the Theo Brinkmeyer addition as recorded in Cabinet E, Slide 79 PRWC;

THENCE, South 68°35'03" West, with the common line of the said 27.887 acre tract, the 50 feet wide road easement, and the North line of said subdivision, a distance of 197.66 feet, to a 1/2 inch diameter iron rod found for an interior corner of the herein described tract, said iron rod being an interior corner of the said 27.887 acre tract, and the West corner of the said subdivision;

THENCE, South 21°02'10" East, with the West line of the said subdivision and the East line of the said 27.887 acre tract, a distance of 438.14 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the said 27.887 acre tract, and the South corner of said subdivision;

THENCE, North 68°32'20" East, continuing with the common line of said 27.887 acre tract and said subdivision, a distance of 198.33 feet, to a 5/8 inch diameter iron rod found for an exterior corner of the herein described tract, said iron rod being an exterior corner of the said 27.887 acre tract, the East corner of said subdivision, and being in the West line of Old Coupland Road;

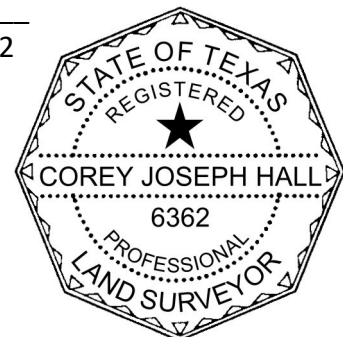
THENCE, South 20°46'22" East, with the East line of the said 27.887 acre tract and the West line of Old Coupland Road, a distance of 913.91 feet, to the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 27.887 acres of land, more or less.

All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83.

The foregoing Field Notes Description is based on an actual on the ground survey made under my supervision on July 3, 2020, and is true and correct to the best of my knowledge and belief.



Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194152



[illegible]

NORTHCUTT - BUZAN ESTATES PRELIMINARY LAYOUT

EXHIBIT "B"

Hilltop Estates Residential Planned Development

PROPERTY

The subject property (Hilltop Estates Residential Planned Development ("R-PD") District) is located South and West of Old Coupland Road, within the city limits of Taylor, TX and encompasses approximately 27.89-acre property recorded in Document #2017068052, Official Public Records of Williamson County, as more particularly described in **Exhibit 1**

PURPOSE

The purpose of this planned development zoning ordinance is to develop a project consisting of single-family detached homes with a variety of lot sizes and product types in compliance with the goals of the City's Comprehensive Plan including several of the objectives laid out in Chapter 4 of the Comprehensive Plan.

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. The primary land use for the Project will be single-family detached residential housing.

The lot size mix for the Project will be as follows, (i) forty five percent (45%) of the lots will be a minimum of 50' in width but less than 60', and {ii} fifty five percent (55%) of the lots will be 60' or greater in width (See Table 1).

The street layout was planned to create a high level of connectivity with multiple pathways in, out, and through the community.

SUBDIVISION MODIFICATIONS

Block 2, Block 3 and Block 4 may exceed 600' as these blocks are subject to the location of existing access points, the location of Stella offset street requirement on Old Coupland Road, and detention pond sizing. As such there is little flexibility with street locations and the resulting block lengths. All proposed block lengths will be less than 650'.

COMPREHENSIVE PLAN/TRANSPORTATION PLAN MODIFICATIONS

Stella Avenue is intended to serve as the identified Neighborhood Avenue in the Transportation Plan/Comprehensive Plan and will be completed across the tract with the future phase development identified. As mentioned prior, many of the street alignment location are a direct result and subject to existing access points. As such, the proposed location of Stella Avenue is primarily intended to balance the block length between the two proposed phases. In addition to the existing development at the terminus of Southwood Hills, if Stella was to connect existing Southwood the first block would be undevelopable adjacent to the right of way as the proposed section (per the Comprehensive Plan/ Transportation Plan) is urban in context and is a premium section with a wide right of way, wide sidewalks, plantings and dedicated parking, the current location is necessary to provide at least one side of the right of way that can provide the interactive development to justify the additional expense of this premium

section for the block adjacent to Old Coupland. Not to mention the intersection with Old Copeland would have little to no room for a perpendicular tangent and the intersection with Loretta would likely be in a curve as well to return to the “balanced” alignment proposed. All these factors contribute to the current proposed location as well as meeting the minimum offset requirements.

DESIGN

A front porch area, a minimum of six (6) feet in width and four (4) feet in depth, forward of the home's primary entry door shall have architectural delineators such as a railing with slats, or a solid wall of height less than four (4) feet and greater than three (3) feet.

There will be no minimum square footage (other than that required by the building code) for homes in the Project, however, homes must comply with the following frontage buildout requirements.

Director of Planning may administratively approve deviations from the requirements below on a case-by-case basis.

- Homes on lots equal to 60' in width or greater must have lot frontage buildout of at least 45'.
- Homes on lots equal to more than 50' in width but less than 60' must have lot frontage buildout of at least 40'.
- Homes on lots equal to the 50' in minimum width must have lot frontage buildout of at least 39'.

The front facade of the house must sit at least five (5) feet forward of the garage plane.

DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS

	Single-Family Detached House Small Lots	Single-Family Detached House Large Lots
Minimum Lot Width (feet) ^{1,2}	50	80
Minimum Lot Depth	100	90
Minimum Lot Square Footage	5,000	7,200
Setbacks		
Front (feet)	20	25
Interior Side (feet)	5	5
Street Side (feet) ³	20 or 25	25
Rear (feet)	10	10
Maximum Height (feet)	30	30

¹ Corner lots in each category are to be at least 5' wider than mid-block lots.

² Lot width is to be measured at the front building setback.

³ Street sides perpendicular to another lot must match the front setback of the adjacent lot.

Building Elevations

Exterior elevations shall vary such that no two adjacent lots, nor any two directly across from one another, shall have the same elevation. See **Exhibit 3** for Standard and Large Lot product examples.

SIDEWALKS

Sidewalks (5 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 for the sidewalks constructed next to or adjacent to public areas, which will be part of the subdivision improvement plans and constructed by the developer.

STREETS

All street sections will be in accordance with the attached **Exhibit 4**. The sections identified are the Yield Street Section (page 108 "*Envision Taylor Comprehensive Plan*") and the Neighborhood Avenue (page 110 "*Envision Taylor Comprehensive Plan*"). Note that the Yield Street Section has an additional PUE specified that is not included in section published in the "*Envision Taylor Comprehensive Plan*".

LANDSCAPE REQUIREMENTS

All landscaping selections shall be from the City of Taylor's code of ordinances. Street trees to be planted between the sidewalk and back of curb will be required for each Single-Family lot. The City has an approved list of street trees consisting of the following: Cedar Elm, Drake Elm, Bigtooth Maple, Chinquapin Oak, Monterey Oak, Red Oak, Texas Ash, and Pecan

There will be a 30' spacing requirement between street trees to ensure uniformity. Corner lots that have street side frontage will be required to plant street trees on that street side frontage between the sidewalk and back of curb. All street trees will include root barrier to a minimum depth of 3-feet adjacent to the curb and sidewalk to help maintain structure of curb and sidewalk. All street trees placed adjacent to a single-family lot will be maintained by the homeowner and enforcement of maintenance and clearances will be handled by the Property Owners' Association. All landscaping not fronting or siding a residential lot shall be maintained by the Property Owners' Association. All front yards shall be sodded and a minimum of 5 shrubs planted. A minimum of two (2) trees of at least 2" caliper are required in the front yard of every home (street trees planted as required are to be included in the lot minimum count requirement). Corner lots with street side frontage will be required to plant at least one additional tree in the side yard of the home. All other landscaping requirements not mentioned here will follow the City of Taylor's ordinances

PARKLAND

Parkland

Parkland will not be required to be dedicated for the initial proposed phase of development but will be required to be dedicated when the future phase is developed as the total acreage will exceed the 20-acre threshold in Ch. 2.12 of the Subdivision Ordinance.

PROPERTY OWNERS' ASSOCIATION

A Property Owners' association shall be created to own and maintain the park, street trees not fronting or siding a residential lot, drainage easements, detention ponds, and residential sign/monument easements and improvements, enforce the design guidelines, and other Covenants, Conditions and Restrictions to be enacted.

LIST OF EXHIBITS

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

Exhibit 2 – Site Layout Plan

Exhibit 3 – Standard Lot and Large Lot product examples

Exhibit 4 – Street Sections

Table 1 – Lot Sizes and Percentages

Block	Lot	Width (FT)	Depth (FT)	Area (SF)	50'-60'	60'+
1	1	429.1	70.1	30,080		
	2	120.1	92.7	11,133		1
2	1	94.9	140	13,286		1
	2	94.5	140	13,230		1
	3	82	188.7	15,473		1
	4	82	188.7	15,473		1
	5	82	188.7	15,473		1
	6	240.2	188.7	45,326		1
3	1	81.5	140	11,410		1
	2	80.1	140	11,214		1
	3	81.5	161.7	13,179		1
	4	81.5	161.7	13,179		1
	5	82	161.7	13,259		1
	6	242.8	161.7	39,261		1
	7	77.6	100	7,760		1
	8	52.2	100	5,220	1	
	9	52.2	100	5,220	1	
	10	52.2	100	5,220	1	
	11	52.2	100	5,220	1	
	12	52.2	100	5,220	1	
	13	52.2	100	5,220	1	
	14	52.2	100	5,220	1	
	15	52.2	100	5,220	1	
	16	52.6	100	5,260	1	
	17	79.9	100	7,990		1
4	1	78.1	100	7,810		1
	2	50	100	5,000	1	
	3	50	100	5,000	1	
	4	50	100	5,000	1	
	5	50	100	5,000	1	
	6	50	100	5,000	1	
	7	50	100	5,000	1	
	8	50	100	5,000	1	
	9	50	100	5,000	1	
	10	50.7	100	5,070	1	
	11	90.7	173.3	15,718		1
5	1	82.8	138.2	11,443		1
	2	82.9	138.2	11,457		1
	3	82.9	138.2	11,457		1
	4	82.8	138.2	11,443		1
	5	82.5	138.2	11,402		1

18	22
45%	55%

EXHIBIT 1

METES and BOUNDS DESCRIPTION

EXHIBIT 1

FIELDNOTES

BEING A 27.887 ACRE TRACT OF LAND OUT OF THE PARTHINIA COURSEY SURVEY, ABSTRACT NO. 131, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAID 27.887 ACRE TRACT OF CONVEYED FROM GLEN SIMPSON, ET AL TO HILLTOP ESTATES, LLC, A TEXAS LIMITED LIABILITY COMPANY, FILED JULY 24, 2017 AND RECORDED IN DOCUMENT NO. 2017068052 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC); SAID 27.887 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1/2 inch diameter iron rod found for the East corner of the herein described tract, said iron rod being the East corner of said 27.887 acre tract, the North corner of a 12.00 acre tract of land conveyed in a Warranty Deed from Theo. Brinkmeyer and wife, Mary Brinkmeyer to John A. Bigon, filed September 7, 1984 as recorded in Volume 1069, Page 907 of the Deed Records of Williamson County, Texas (DRWC), and being in the West line of Old Coupland Road (County Road 452);

THENCE, South 68°56'02" West, generally along a net wire fence with the South line of the said 27.887 acre tract and the North line of the said 12.00 acre tract, a distance of 831.53 feet (deed called 831.51 feet) to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" found for the South corner of the said 27.887 acre tract, the West corner of the said 12.00 acre tract, and lying in the East line of a 98.76 acre tract of land conveyed in a Warranty Deed with Vendor's Lien from R.E. Kollman to John A. Bigon and wife, Mary Bigon, filed December 10, 1974 as recorded in Volume 600, Page 626 DRWC;

THENCE, North 21°44'59" West, with the West line of the said 27.887 acre tract and the East line of the said 98.76 acre tract, a distance of 1,486.30 feet, to a 5/8 inch diameter iron rod found for an exterior corner of the herein described tract, said iron rod also being the South corner of a 0.996 acre tract conveyed in a Gift Deed from Arthur H. Luna and wife, Yolanda S. Luna to Jacquelyn Hernandez, filed January 27, 2017 as recorded in Document No. 2017008822 OPRWC;

THENCE, North 68°09'58" East, with the South line of the said 0.996 acre tract and a North line of the said 27.887 acre tract, a distance of 120.10 feet (deed call 120.17 feet) to a 3 inch iron pipe found for an Interior corner of the herein described tract, said iron pipe being an interior corner of the said 27.887 acre tract, and the East corner of the said 0.996 acre tract;

THENCE, North 21°34'31" West, with the common line of the said 27.887 acre and the said 0.996 acre tract, a distance of 361.20 feet to a 1/2 inch iron rod found for Northwest corner of the herein described tract, said iron rod being the Northwest corner of the said 27.887 acre tract, the North corner of the said 0.996 acre tract, and being in the South line of the aforesaid Old Coupland Road;

EXHIBIT 1

THENCE, North 67°49'04" East, with the North line of the said 27.887 acre tract and the South line of Old Coupland Road, a distance of 119.62 feet (deed call 119.82 feet) to a 1/2 inch diameter iron found for the North corner of the herein described tract, said iron rod also being the West corner of Lot One of the Theo Brinkmeyer Addition as recorded in Cabinet D, Slide 332 of the Plat Records of Williamson County, Texas (PRWC);

THENCE, South 21°38'28" East, with the East line of the said 27.887 acre tract and the West line of Lot One, a distance of 316.71 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the said 27.887 acre tract, and the South corner of Lot One;

THENCE, North 68°17'49" East, with the South line of the said Theo Brinkmeyer Addition, passing an iron rod found at the common corner of Lot One and Lot Two, at a distance of 137.88 feet, passing an iron rod found at the common corner of Lot Two and Lot Three, at a distance of 276.70 feet, passing an iron rod found at the West corner of the aforesaid 0.25 acre tract, at a distance of 333.76 feet, and continuing with the common line of said Theo Brinkmeyer Addition for a total distance of 414.05 feet, to a 5/8 inch diameter iron rod found for an interior corner of the herein described tract, said iron rod being the North corner of the said 27.887 acre tract, and lying in the West line of a 0.33 acre tract of land conveyed from Jenette I. Smith and Scott A. Smith to Jenette I. Smith, Scott A. Smith, and Gail D. Tully, filed March 31, 2006 as recorded in Document No. 2006025214 OPRWC, from which a 1/2 inch diameter iron rod found for the West corner of said 0.33 acre tract bears North 21°40'12" West, a distance of 6.65 feet;

THENCE, South 21°39'29" East, with an East line of the said 27.887 acre tract and the West line of the said 0.33 acre tract and a 0.332 acre tract conveyed from Laura Katherine Jones and husband, Clifford Wayne Valchar to James W. Downs and wife, Joyce J. Downs, filed October 29, 1997 as recorded in Document No. 9750067 of the Official Record of Williamson County, Texas (ORWC), a distance of 138.55 feet (deed call 138.41 feet), to a 5/8 inch diameter iron rod found for an interior corner of the herein described tract, said iron rod being an interior corner of the said 27.887 acre tract, the South corner of the said 0.332 acre tract, and in the North line of a 50 feet wide road easement as recorded in said Theo Brinkmeyer Addition;

THENCE, North 68°35'03" East, with the common line of the said 27.887 acre tract, the North line of said road easement, and the South line of the said 0.332 acre tract, a distance of 198.67 feet, to a calculated corner, from which a 1/2 inch diameter iron rod found bears North 20°44'45" West, a distance of 0.44 feet, said corner being the Northeast corner of the said 27.887 acre tract, the North corner of said road easement, and the East corner of the said 0.332 acre tract, said corner also being in the West line of aforesaid Old Coupland Road;

EXHIBIT 1

THENCE, South 20°44'45" East, with the East line of the said 27.887 acre tract and the West line of Old Coupland Road, a distance of 50.00 feet to a 1/2 inch diameter iron rod found for an exterior corner of the herein described tract, said iron rod being an exterior corner of the said 27.887 acre tract, the East corner of the said 50 feet wide road easement, and the North corner of the Resubdivision of Lots 1 & 2, Block 2 of the Theo Brinkmeyer addition as recorded in Cabinet E, Slide 79 PRWC;

THENCE, South 68°35'03" West, with the common line of the said 27.887 acre tract, the 50 feet wide road easement, and the North line of said subdivision, a distance of 197.66 feet, to a 1/2 inch diameter iron rod found for an interior corner of the herein described tract, said iron rod being an interior corner of the said 27.887 acre tract, and the West corner of the said subdivision;

THENCE, South 21°02'10" East, with the West line of the said subdivision and the East line of the said 27.887 acre tract, a distance of 438.14 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the said 27.887 acre tract, and the South corner of said subdivision;

THENCE, North 68°32'20" East, continuing with the common line of said 27.887 acre tract and said subdivision, a distance of 198.33 feet, to a 5/8 inch diameter iron rod found for an exterior corner of the herein described tract, said iron rod being an exterior corner of the said 27.887 acre tract, the East corner of said subdivision, and being in the West line of Old Coupland Road;

THENCE, South 20°46'22" East, with the East line of the said 27.887 acre tract and the West line of Old Coupland Road, a distance of 913.91 feet, to the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 27.887 acres of land, more or less.

All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83.

The foregoing Field Notes Description is based on an actual on the ground survey made under my supervision on July 3, 2020, and is true and correct to the best of my knowledge and belief.



Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194152

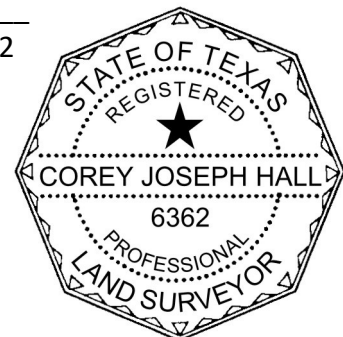
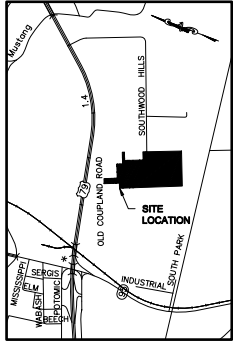


EXHIBIT 2
SITE LAYOUT



LOCATION MAP (NOT TO SCALE)

STREET LENGTHS

BUZAN COURT : 1183 LF
 NORTHCUTT WAY: 862 LF
 LORETTA LANE: 662 LF
 STELLA AVENUE: 375 LF

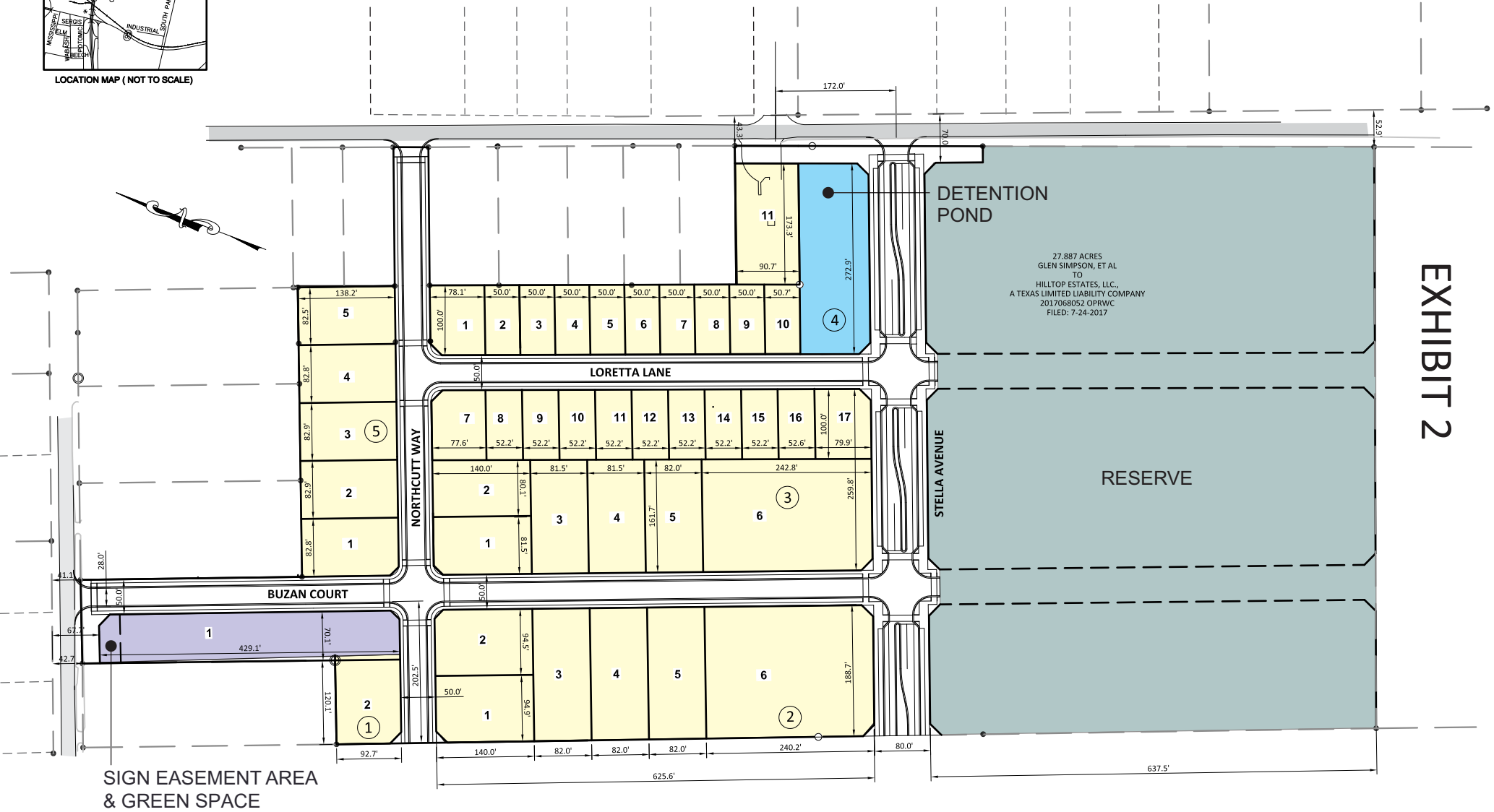


EXHIBIT 2

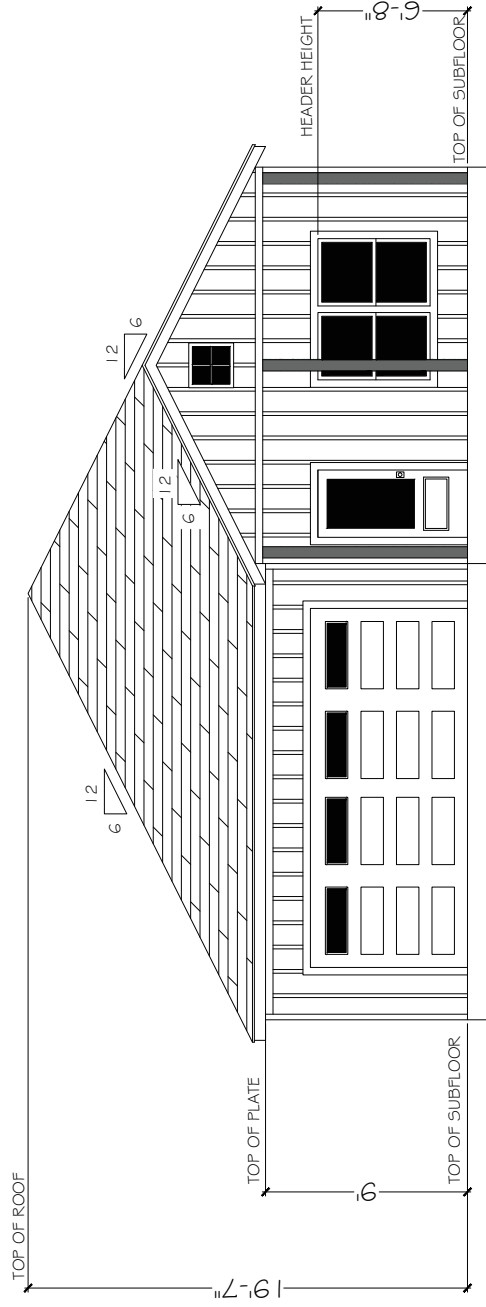
NORTHCUTT - BUZAN ESTATES PRELIMINARY LAYOUT

EXHIBIT 3

STANDARD AND LARGE LOT PRODUCT EXAMPLES



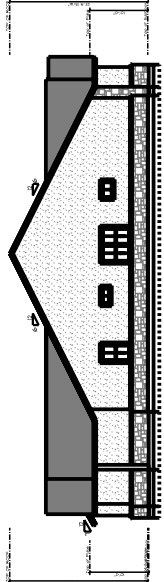
1 FRONT ELEVATION- OPTION 1
1/4" = 1'-0"



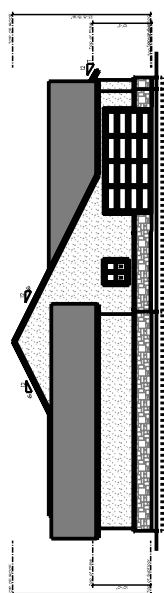
1 FRONT ELEVATION- OPTION 2
1/4" = 1'-0"

NOTE: Builder to modify & build according to Local Building Codes

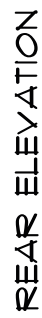
NOTE: Add Ventilation as Required by Code. It is NOT indicated on Plan, except for decorative.



RIGHT ELEVATION



VIEW FROM ROOF



NOTE: Brick walls measured to outside of brick.
Siding walls measured to outside of stud, NOT siding.

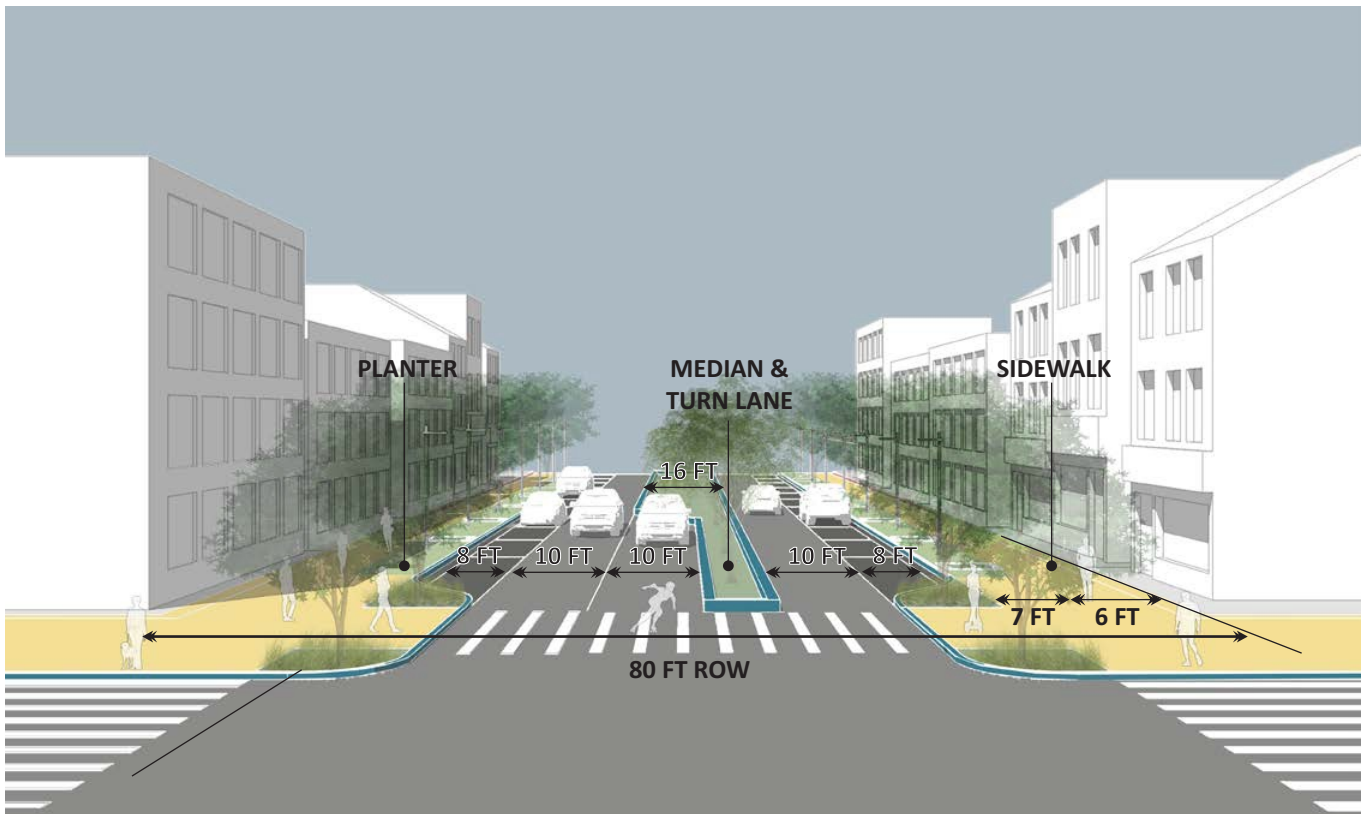
ELEVATIONS 2

NOTE: These drawings and other related documents are instruments of Linda Boyd Design, for use solely with respect to this project, and unless otherwise provided, Linda Boyd Design shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the Copyright.

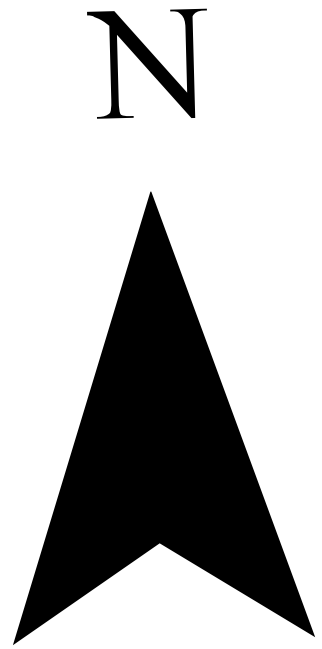
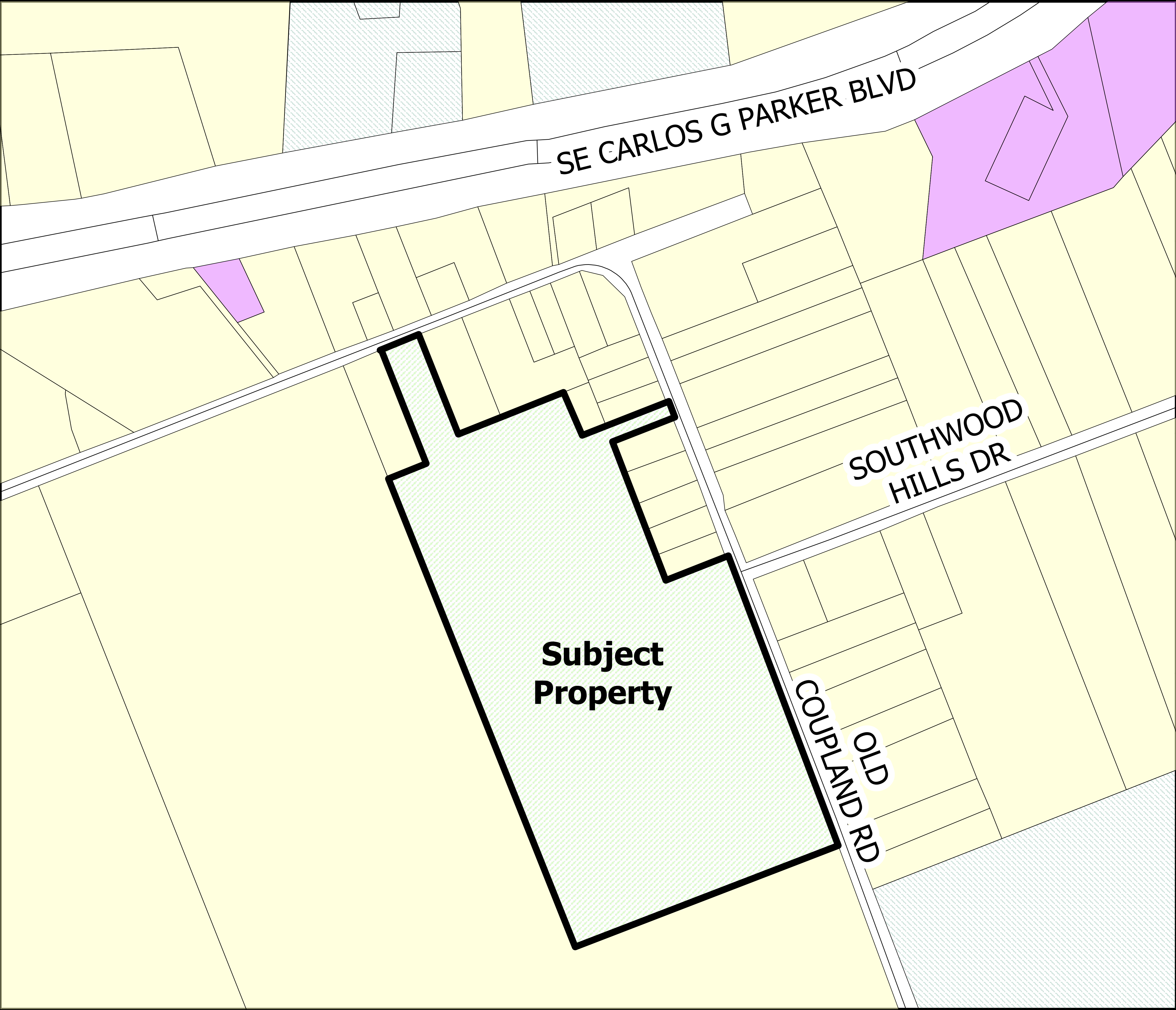
EXHIBIT 4
STREET SECTIONS



TYPICAL SECTION (Modified YIELD STREET - Envision Taylor Comprehensive Plan)
(BUZAN COURT/ NORTH CUTT WAY/ LORETTA LANE)



TYPICAL SECTION (NEIGHBORHOOD AVENUE - Envision Taylor Comprehensive Plan)
(STELLA AVENUE)



PZ-2022-1413

**Hilltop Estates PD/Re-Zoning
Proposed Zoning Map
1910 CR 452
Approximately 27.89 Acres**

Legend

- Proposed R-1/RPD Zoning
- Parcels
- Streets
- ZONING**
- B-1
- M-1 Light Industrial
- R-1 Single Family
- R/A Rural Agriculture

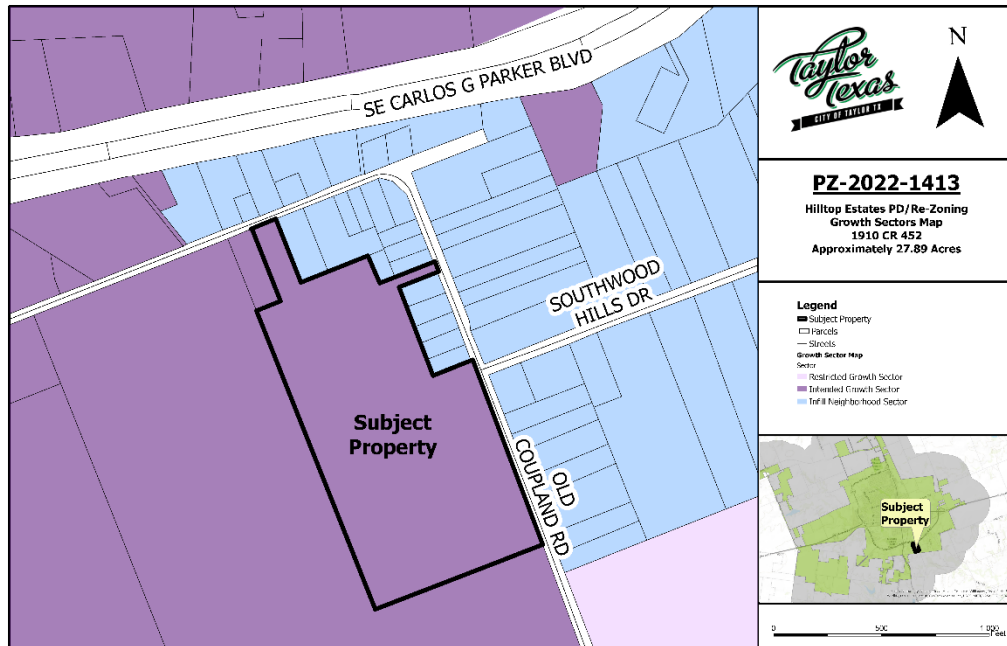
EXHIBIT "C"



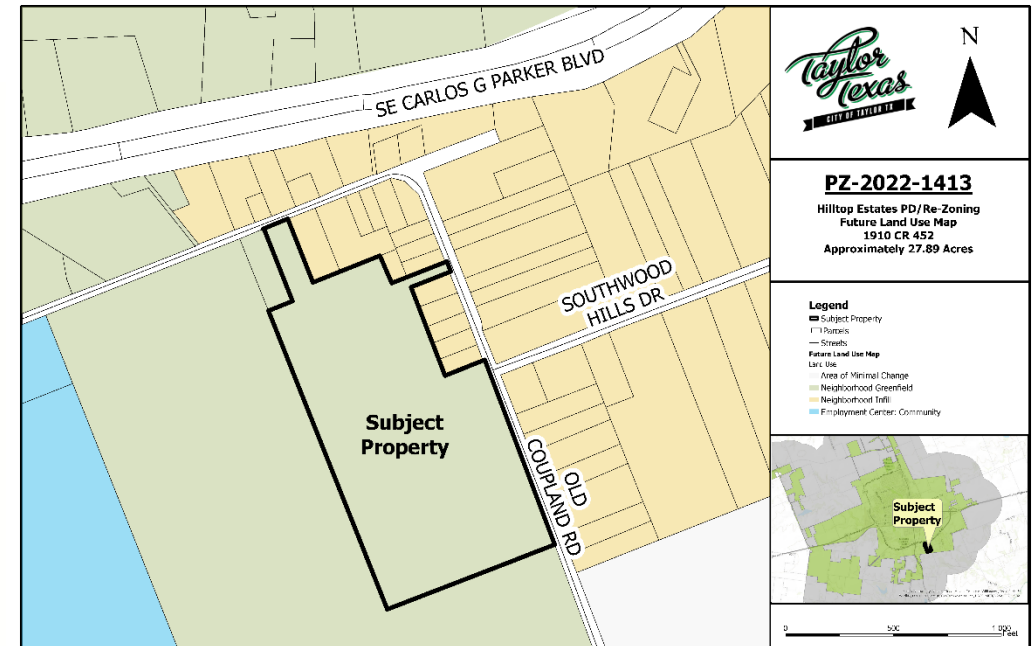
PZ-2022-1413

Hilltop Estates PD/Re-Zoning

Growth Sectors & Future Land Use Maps

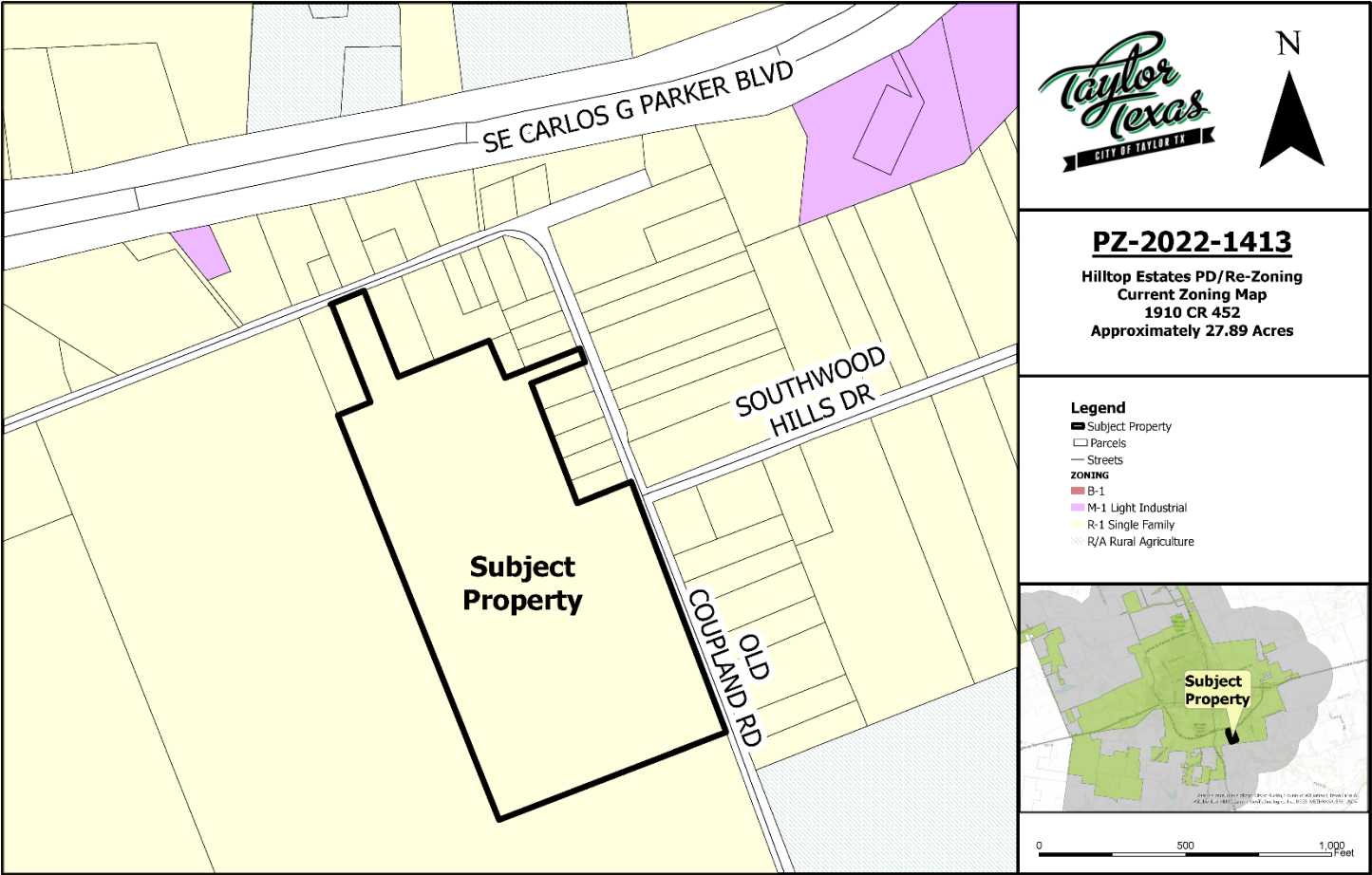


Intended Growth Sector



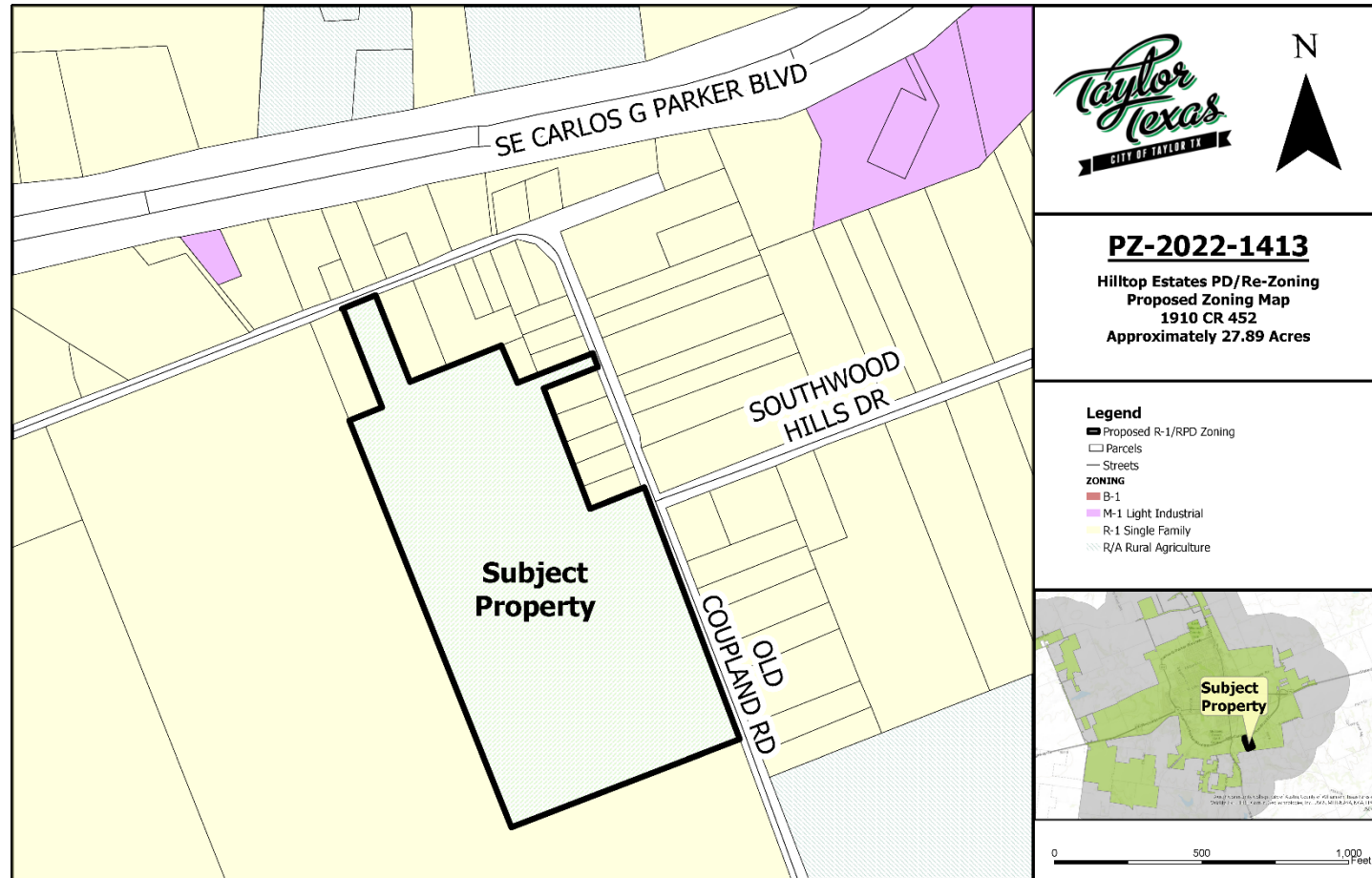
Neighborhood Greenfield

Current Zoning Map



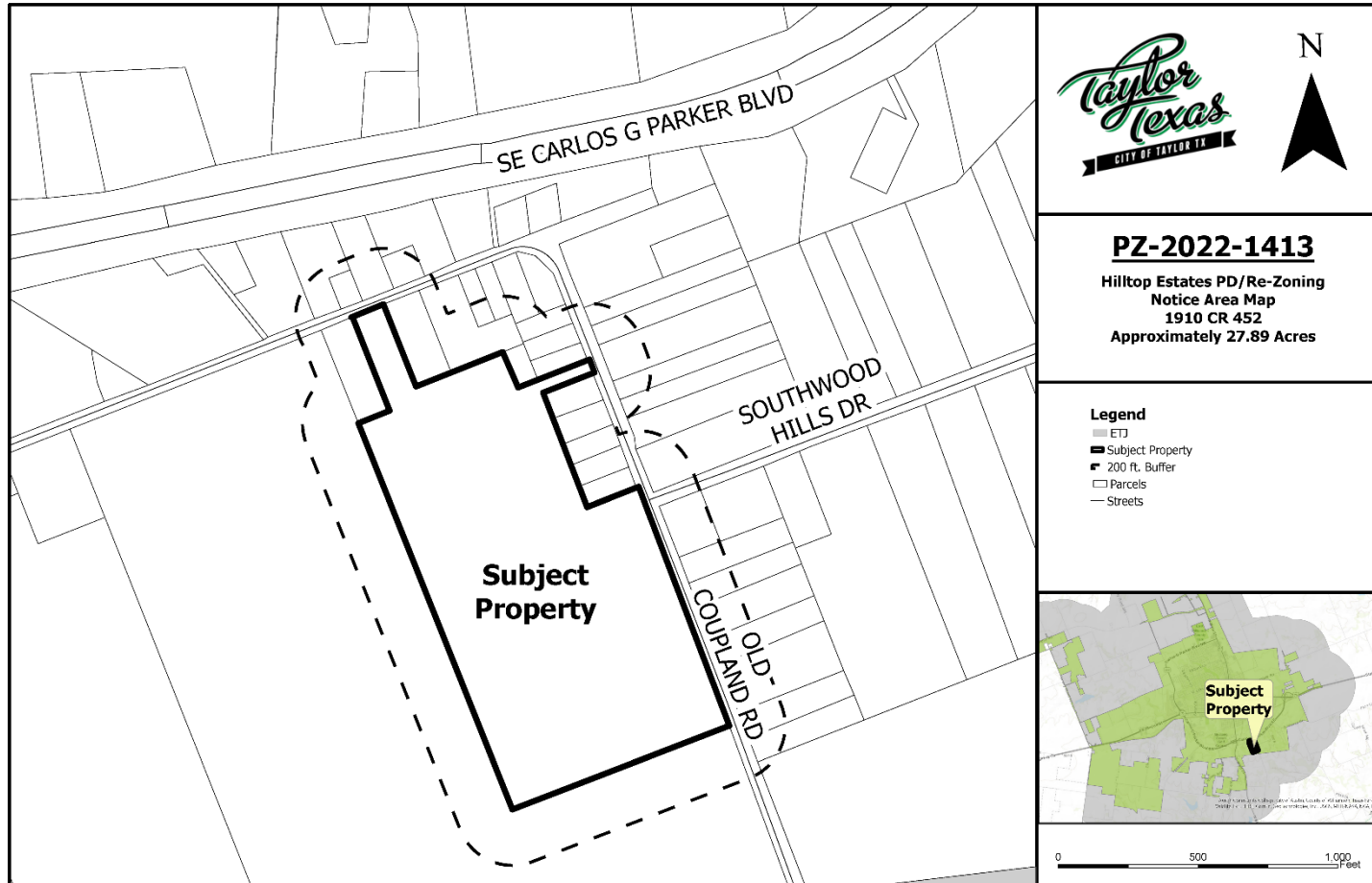
Single-Family Residential (R-1)

Proposed Zoning Map



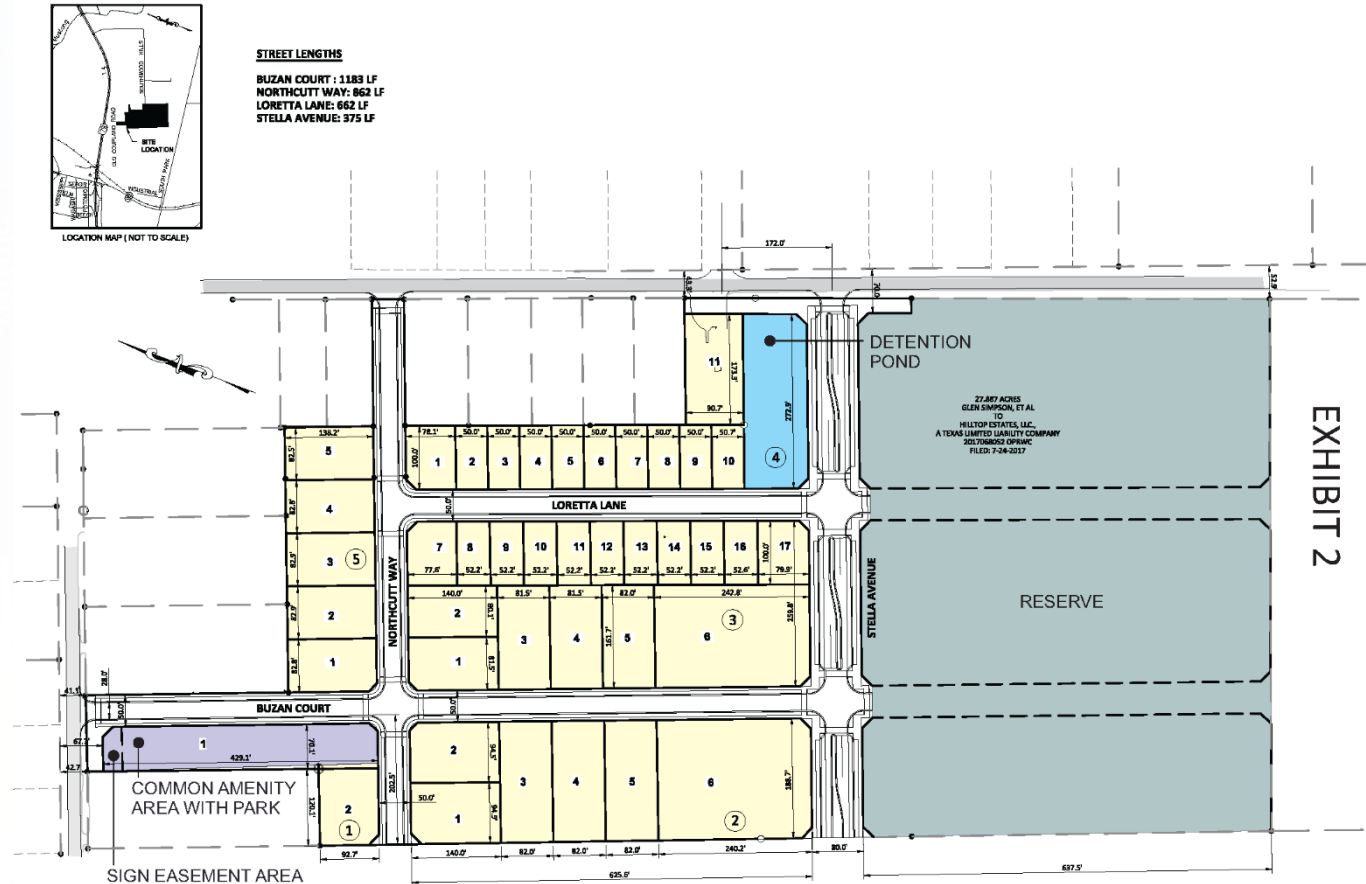
**Single-Family Residential with a Residential Planned
Development Overlay (R-1/RPD)**

Notice Area Map



- 40 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 7 neutral responses from the notified parties.

Proposed Site Layout/Neighborhood Design



NORTHUTT - BUZAN ESTATES PRELIMINARY LAYOUT

Proposed Elevations

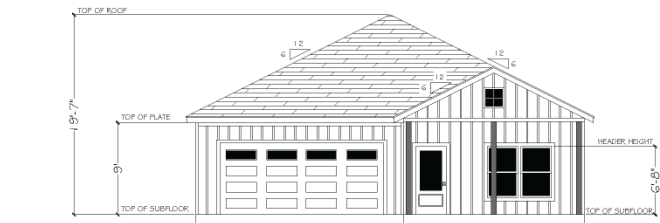
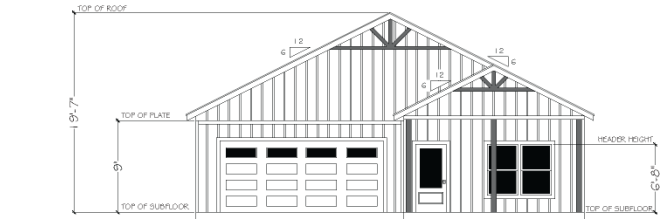
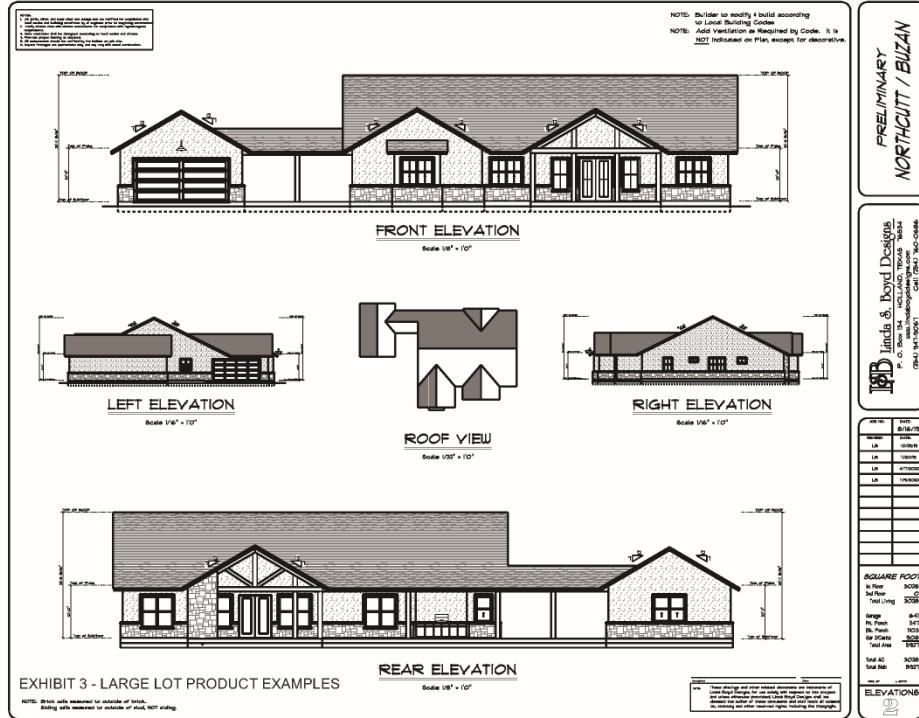
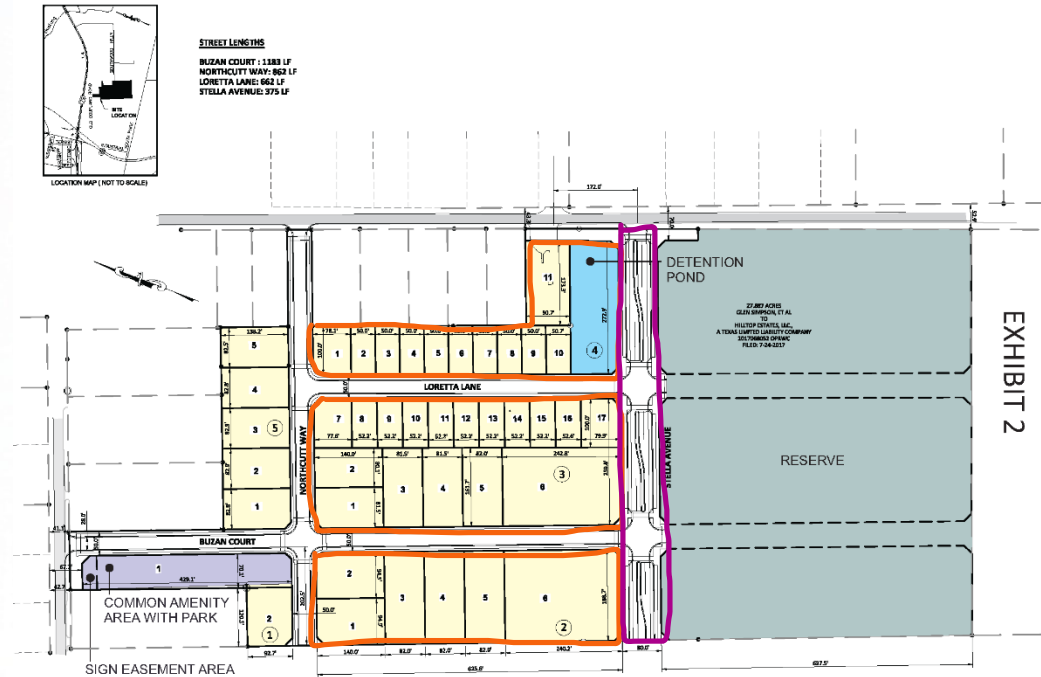


EXHIBIT 3 - STANDARD LOT PRODUCT EXAMPLES

Highlights of the PD



NORTHCU TT - BUZAN ESTATES PRELIMINARY LAYOUT

- Modifications to the 600' maximum block length requirement were incorporated for **Blocks 2, 3, and 4** to permit a 650' maximum block length.
- Per the Transportation Plan, a neighborhood avenue (80 ft. ROW) is required for this development which will be achieved through Stella Avenue. The applicant chose to include verbiage which would permit realigning the avenue and modifying the section standard street section within the Comprehensive Plan.

P&Z Recommendation

The Planning & Zoning Commission recommended unanimous approval of the proposed planned development & re-zoning request as it meets the intent of the Comprehensive Plan.



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 15

Agenda Title: **Hold a public hearing and introduce Ordinance 2022-27 regarding a request to amend the Future Land Use Map designation of approximately 75.29 acres of land, addressed as 14501 and 14511 US 79, more particularly described by Williamson Central Appraisal District Parcels R019338, R019992, R020101, and R020102, consisting of Lots 1-14, Block 4 and Lots 1-15, Block 5, John O. Baker Subdivision, part of and out of the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas.**

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

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

This agenda item provides for the public hearing and ordinance introduction for an amendment to the comprehensive plan and the Future Land Use map to change the Future Land Use designation of Area of Minimal Change and Open Space to Employment Center: Regional and Open Space on approximately 75.29 acres of land.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The subject property is currently identified as Area of Minimal Change and Open Space within the Future Land Use map. The applicant has requested to redesignate the subject property from Area of Minimal Change to Employment Center: Regional and preserve the Open Space designation as it is within the Federal Emergency Management Agency ("FEMA") Special Flood Hazard Area (100-year floodplain).

If approved, the new land use designation would enable the property owner to seek a rezoning to allow for the development of an Industrial use on the property. Staff supports the request for changing the land use designation for a portion of the property to Employment Center: Regional at this location due to the proximity of other identical designations adjacent to the subject property, its adjacency to the Taylor Municipal Airport and to U.S. Highway 79.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Ensures the Comprehensive Plan remains current and reflects changes that have occurred since the plan's adoption. • Adds an increase in job availability to the Taylor market. • Development on the subject property will utilize existing utility infrastructure. • Proposes an ideal location for Industrial type uses. Subject property is near other Employment Center designations (the presence of the Flood Plain would not encourage residential in the area).	• Upgrades to the existing airport lift station will be required.

4. RECOMMENDATION

At their July 12, 2022 meeting the Planning and Zoning Commission recommended City Council approve the proposed amendment.

5. FUNDING SOURCE

N/A

6. TIMELINE

- Envision Taylor Comprehensive Plan was adopted November 18, 2021
- Planning and Zoning Commission recommendation July 12, 2022
- Amendment public hearing and adoption July 28, 2022, and August 11, 2022, respectively.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

15a. [Staff Report](#)

15b. [Letter of intent](#)

15c. [Utility statement](#)

- 15d. [Growth Sectors map](#)
- 15e. [Existing Future Land Use map](#)
- 15f. [Proposed Future Land Use map](#)
- 15g. [Notice Area Map](#)
- 15h. [Ordinance 2022-27](#)
 - 15h(a) [Metes and Bounds Description](#)
 - 15h(b) [Proposed Future Land Use Map](#)
- 15I. [PowerPoint presentation](#)

City of Taylor
PZ-2022-1477
Comprehensive Plan Amendment – Future Land Use Designation
Staff Report

Item Details

- Subject Property:** 14501 and 14511 U.S. Highway 79
- Total Acreage:** Approximately 75.29 acres
- Legal Description:** Approximately 75.29 acres of land addressed as 14501 and 14511 US 79, more particularly described by Williamson Central Appraisal District Parcels R019338, R019992, R020101, and R020102, consisting of Lots 1-14, Block 4 and Lots 1-15, Block 5, John O. Baker Subdivision, part of and out of the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas.
- Property Owner(s):** David Cersonsky, President and Owner & Timothy R. Hines, Vice President and Owner of Taylor Texas Holdings, Inc. and Highway 79 Development, Inc.
- Representative:** Clayton Strolle, Westwood Professional Services
- Request:** A request to amend the Future Land Use Map designation of approximately 75.29 acres from the designations of Area of Minimal Change and Open Space to Employment Center: Regional and Open Space respectively.
- Case History:** This is the first hearing of this request.

Overview of Applicant's Request & Background

The property owner and their representative engaged staff with their prospective plans to develop the subject property as an Industrial/Warehouse location. The subject property is currently identified as Area of Minimal Change and Open Space within the Future Land Use map. Discussions with staff and the property owner and their representative resulted in their response to apply for a request to redesignate the subject property from Area of Minimal Change to Employment Center: Regional and preserve the Open Space designation as it is within the Federal Emergency Management Agency ("FEMA") Special Flood Hazard Area.

Location:

The subject property is located along U.S. Highway 79, just west of the Taylor Municipal Airport. The subject property has minimal immediate frontage to the highway as it is configured as a flag lot.



Physical and Natural Features:

The subject property gently slopes in elevation from northwest (highest) to southeast (lowest) and consists of a combination of dense creekside vegetation towards the east and southeastern property boundaries and vacant land devoid of vegetation along the north-northwestern property boundaries. A residence and several accessory structures exist centrally to the property. Mustang Creek and several tributaries bisect the easternmost part of the subject property. This area of study by FEMA has deemed the area to have a 1% chance of flooding annually (i.e., the 100-year floodplain).

Growth Sector Designations:

The Growth Sectors Map identifies the areas in Taylor and its Extra-territorial jurisdiction (ETJ) where development and redevelopment are intended, where they should be controlled, and areas where they should be restricted. The subject property is located within the Controlled Growth Sector. The Controlled Growth Sector consist of areas that can support limited development based on proximity to an existing or planned Thoroughfare. The Controlled Growth Sector should be limited in area to nodes where infrastructure or services already exist, but these areas are not adjacent to the existing developed areas. This designation allows limited development and as such the subject property abuts existing small-scale developments to the immediate south (DaVita Taylor Dialysis), and east (United Ag & Turf, and Nyle Maxwell Car Dealership) and west (Best Western Inn and Taylor Municipal Airport) along U.S. Highway 79 which are also in the Controlled Growth Sector.

Future Land Use and Zoning Designations:

The adopted Comprehensive Plan, Envision Taylor identifies Future Land Use designations to guide growth in Taylor. The subject property was assigned the land use designation as, Area of Minimal Change. This designation is characterized as areas lacking in street and utility infrastructure. These areas are not intended to accommodate future growth and redevelopment and should generally see minimal change during the time frame of the Envision Taylor Comprehensive Plan.

Area of Minimal Change was placed on a majority of the properties along U.S. 79 due to the lack of wastewater infrastructure spanning from the Taylor Municipal Airport east to the city limit boundary. The Growth Sector designations work to assure the city is developing under the fiscal scenario which aims to limit new growth outside the existing infrastructure footprint and focus growth into compact and mixed-use centers.

Employment Centers are mixed use areas centered around office or industrial uses that can support significant employment. The office and industrial uses help support local retail and restaurants. The proposed Future Land Use designation of Employment Center currently encompasses 1,784 acres within the city. Land uses and building types should include the following percentages:

- Retail – 22.5%, Office – 10%, Mixed Use – 2.5%, Public – 5%, and Industrial 60%

The subject property is currently zoned R/A (Rural Agriculture).

Direction	Future Land Use	Existing Land Use
North	Employment Center: Regional & Open Space	Vacant Land + Flood Plain
South	Area of Minimal Change	Commercial Businesses & Residences
East	Employment Center: Regional & Open Space	Taylor Municipal Airport
West	Area of Minimal Change	Agricultural Land

Utilities

The subject property is located within the City's service area for water and wastewater. Currently a 16-inch water line runs along the frontage of U.S. 79 and spans the width of the subject property. In 2011 a neighboring development, Clark Travel, located just south of the subject property (3406 W. 2nd St.), entered into an agreement with the City of Taylor and the Taylor Economic Development Corporation ("EDC") to extend a wastewater line to their site. The wastewater line consists of a 12-inch main that extends from the 24-inch line at the airport and through the southern portion of the subject property to reach the Clark Travel property. Upon investigation and budding interest to develop the general area around the airport it was determined that the lift station at the airport required improvements to sustain activity. The subject property representative, Clayton Strolle, consulted the City's engineer, Jacob Walker, who stated that the City is aware of the deficiency for capacity at the lift station and a project, "to improve the pump capabilities to the lift station and drainage improvements to eliminate some inflow and infiltration (I&I) from getting into the wet well during rain events... has been added to the City's budget for fiscal year 2022-2023 as an impact fee project and should be implemented next Spring/Summer if the project is approved by Council as part of the budget." With this improvement to the wastewater system, the subject property will have the opportunity to utilize the improved capacity in the airport liftstation.

Transportation

The subject property gains access from U.S. 79 which is identified within the Transportation Plan in the Envision Taylor Comprehensive Plan as a Regional Roadway. U.S. 79 moves traffic between the City of Taylor and other communities. Additionally, the Transportation Plan has proposed a Community Boulevard within the subject property. Community Boulevards function as primary routes that connect to major areas of the city. The presence of the floodplain also calls for an addition to the proposed trail system. Trails are intended to be 10' to 12' wide and should serve both pedestrian and bicycle traffic.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the Future Land Use map amendment request (14 notices), a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, June 26, 2022.

Staff Analysis

The request for the subject property is a Comprehensive Plan Amendment from the Future Land Use designation of Area of Minimal Change to Employment Center: Regional and allowing the designation of Open Space to remain as is.

The request would enable the property owner to seek a rezoning to allow for the development of an Industrial use on the property proceeding. Staff supports the request for changing the land use designation for a portion of the property to Employment Center: Regional at this location due to the proximity of other identical designations adjacent to the subject property, its adjacency to the Taylor Municipal Airport and to U.S. Highway 79. As mentioned previously, there are currently wastewater system improvements that are needed in order to provide sufficient capacity for development of this property. The applicant is proposing to keep the Open Space designation for the floodplain which will ensure that development does not occur in a flood prone and environmentally sensitive area.

The subject property meets the following land use policies:

- **LU 8 – A jobs-housing balance that supports people living and working in Taylor should be encouraged.**
 - The addition of an industrial site would likely provide an increase to jobs available within Taylor.
- **LU9 – Promote development patterns that maximize the use of existing infrastructure and land before expanding infrastructure to underdeveloped areas.**
 - The applicant currently has access to water and wastewater on their property and would likely only be required to extend as needed (lateral lines to buildings).

The subject property fails to meet the following land use policies:

- **LU11 – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.**
 - While the improvement to the land will increase the revenue per acre the uses are singular in that they will only speak to commercial/industrial uses, and it is not likely that individual residential lots or multi-family will occupy the subject property to increase the density of the area.

Planning and Zoning Commission Recommendation

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

Will the proposed Future Land Use amendment result in a Future Land Use designation that is more consistent with the text and policies of the Comprehensive Plan than the current designation of the property?

- The current designation of the property as Area of Minimal Change is a direct correlation to the City's desire to limit new growth outside the existing infrastructure footprint and focuses growth into compact and mixed-use centers. However, the applicant has proven that there is presence of a wastewater and water lines that are accessible from the subject property. The traffic impact would likely increase with the proposed development, but the developer will be required to implement the requirements for new transportation facilities as shown in the Transportation Plan.

Would the proposed amendment result in a land use that is more compatible with the current and future land uses of adjacent and nearby property?

- The proposed amendment to Employment Center: Regional would match other adjacent designations to include properties to the immediate west and north. The Open Space designation would be required to remain untouched as the area is identified by FEMA as a Special Flood Hazard Area. Other sites nearby are also inundated by the floodplain and their designation of Open Space would also remain untouched. Currently there are very minimal residences nearby and as such there would be minimal negative impact from the proposed industrial development. Additionally, abutting properties that already have the Employment Center designation would not likely be compatible with any residential uses on the subject property. Therefore, the applicant has chosen a more appropriate designation for their property as opposed to a less intense and/or residential designation.

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

- Ultimately the extension of utilities to the subject property/proposed buildings is the responsibility of the developer. In 2011, the city partnered with the EDC and Clark Travel to extend a wastewater line. The subject property will benefit from that extension and the proposed upgrades to the Airport lift station will benefit many other nearby sites to include the subject property, should the proposal be approved by City Council. Thoroughfares and trails bisecting or surrounding the subject property would be required to be constructed or have right-of-way dedicated for future construction.

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

- Staff intends for the Open Space designation to remain as it is and does not encourage development in the floodplain. Preliminary plans by the applicant have not identified development in the floodplain/open space areas. Additionally, the development will likely require an area for detention to capture runoff.

Attachments:

1. Letter of Intent from Applicant
2. Utility Statement from City Engineer
3. Growth Sector Map
4. Future Land Use Map – Existing
5. Future Land Use Map – Proposed
6. Notice Area Map
7. Proposed Ordinance 2022-27
 - a) Metes and Bounds Description
 - b) Proposed Future Land Use Map



June 21, 2022
PK No.: 0100

Mrs. Courtney Peres
CITY OF TAYLOR
Development Services
400 Porter Street
Taylor, Texas 76574

Re: **Stillwater 76 – Future Land Use Map Ammendment**
Taylor, Williamson County, Texas

Dear Mrs. Peres:

The proposed site in the attached is being requested for a future land use of Industrial. The site is approximately 75.28 acres and is currently being used for agriculture purposes. The request is being done to allow the site to be zoned industrial in the near future to allow for industrial buildings. There is currently an existing sanitary sewer line that runs through the site and a water line adjacent to the site. Both have capacity to serve the site. The proposed future land use advances the goals and policies of the Comprehensive Plan by allowed for aligning uses on the west side of the city that currently has industrial to the south and to the west. The site will not increase the flood hazard with the detention that is being proposed on the site and the building will have many different uses to fulfill many different tenants on the market.

If you have any questions regarding the enclosed items or need any additional information, please call me at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clayton J. Strolle", with a stylized flourish at the end.

Clayton J. Strolle, P.E., LEED®AP

CJS
0100_Stillwater 76

Clayton Strolle

From: Walker, Jacob <Jacob.Walker@hdrinc.com>
Sent: Monday, June 13, 2022 2:28 PM
To: Brandon Easterling; Clayton Strolle; Lindner, Heather R.
Cc: Jim Gray; Vasquez, Javier; Tom Yantis; David Cersonsky; Jeffrey Wood
Subject: RE: City of Taylor - City Engineer

Follow Up Flag: Follow up
Flag Status: Flagged

Clayton/Brandon,

This was discussed at length in the meeting on 6/2. There is an immediate project identified to improve the pump capabilities of the lift station and drainage improvements to eliminate some I&I from getting into the wet well during rain events. This is being added to the City's budget for 22'-23' as an impact fee project and should be implemented next Spring/Summer if the project is approved by Council as part of the budget.

I'm not sure if that is the "green light" for the entire project as you're requesting, but that's the immediate solution for the sewer issue that the City is going to pursue.

Thanks.

Jacob E. Walker, P.E.
Associate | Project Manager
City of Taylor – City Engineer

HDR
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
D 512.685.2938 M 409.720.8335
jacob.walker@hdrinc.com

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From: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>
Sent: Monday, June 13, 2022 2:17 PM
To: Clayton Strolle <cstrolle@pkce.com>; Lindner, Heather R. <Heather.Lindner@hdrinc.com>; Walker, Jacob <jacob.walker@hdrinc.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>; David Cersonsky <dcjm215@gmail.com>
Subject: RE: City of Taylor - City Engineer

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I think everyone on this email thread would like to know the same thing.....

Brandon Easterling
Stillwater Capital
Central Texas Partner

2905 San Gabriel, #204
Austin, Texas 78705
(512) 371-5820
Brandon.easterling@stillwatercap.com

From: Clayton Strolle <cstrolle@pkce.com>
Sent: Monday, June 13, 2022 1:27 PM
To: Lindner, Heather R. <Heather.Lindner@hdrinc.com>; Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>; Walker, Jacob <jacob.walker@hdrinc.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>; David Cersonsky <dcjm215@gmail.com>
Subject: RE: City of Taylor - City Engineer

Heather

Based on our meeting a week or so ago can you send me the email that I can upload stating there is a solution in the works and the project can move forward?

Just want to upload for records.

Clayton Strolle, PE, LEED AP

Director, Commercial Market
cstrolle@pkce.com

Pacheco Koch

a **Westwood** company

O: 512.485.0831

M: 214.906.6855

pkce.com ▪ westwoodps.com

From: Lindner, Heather R. <Heather.Lindner@hdrinc.com>
Sent: Monday, May 16, 2022 5:39 PM
To: Clayton Strolle <cstrolle@pkce.com>; Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>; Walker, Jacob <jacob.walker@hdrinc.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>; David Cersonsky <dcjm215@gmail.com>
Subject: RE: City of Taylor - City Engineer

This afternoon we presented the City some options comparing a lift station upgrade with a gravity option, to serve this property as well as other projected growth in the area. We will discuss those options with the City and get back with you once we have a better understanding of how the City would like to proceed.

Heather Lindner, PE

D 210.841.2826

M 210.882.7026

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From: Clayton Strolle <cstrolle@pkce.com>
Sent: Monday, May 16, 2022 10:57 AM
To: Lindner, Heather R. <Heather.Lindner@hdrinc.com>; Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>; Walker, Jacob <jacob.walker@hdrinc.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>; David Cersonsky

<dcjm215@gmail.com>

Subject: RE: City of Taylor - City Engineer

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Heather

Any update on this one?

Clayton Strolle, PE, LEED AP

Director, Commercial Market
cstrolle@pkce.com

Pacheco Koch

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O: 512.485.0831

M: 214.906.6855

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From: Lindner, Heather R. <Heather.Lindner@hdrinc.com>

Sent: Wednesday, May 11, 2022 6:32 AM

To: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>; Clayton Strolle <cstrolle@pkce.com>; Walker, Jacob <jacob.walker@hdrinc.com>

Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis <tom.yantis@taylor.tx.gov>; David Cersonsky <dcjm215@gmail.com>

Subject: RE: City of Taylor - City Engineer

We have been communicating with the City and Public Works on the Airport lift station issues, and are currently evaluating options the possibility of serving the current Airport lift station service area by gravity.

Heather Lindner, PE

D 210.841.2826

M 210.882.7026

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From: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>

Sent: Tuesday, May 10, 2022 4:49 PM

To: Clayton Strolle <cstrolle@pkce.com>; Lindner, Heather R. <Heather.Lindner@hdrinc.com>; Walker, Jacob <jacob.walker@hdrinc.com>

Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis <tom.yantis@taylor.tx.gov>; David Cersonsky <dcjm215@gmail.com>

Subject: RE: City of Taylor - City Engineer

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Heather,

Can you respond on this today please?

Brandon Easterling

Stillwater Capital
Central Texas Partner
2905 San Gabriel, #204
Austin, Texas 78705
(512) 371-5820
Brandon.easterling@stillwatercap.com

From: Clayton Strolle <cstrolle@pkce.com>
Sent: Tuesday, May 10, 2022 1:26 PM
To: Lindner, Heather R. <Heather.Lindner@hdrinc.com>; Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>; Walker, Jacob <jacob.walker@hdrinc.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>; David Cersonsky <dcjm215@gmail.com>
Subject: RE: City of Taylor - City Engineer

Heather

Any update on this one?

Clayton Strolle, PE, LEED AP
Director, Commercial Market
cstrolle@pkce.com
Pacheco Koch
a **Westwood** company

O: 512.485.0831
M: 214.906.6855

pkce.com • westwoodps.com

From: Lindner, Heather R. <Heather.Lindner@hdrinc.com>
Sent: Wednesday, May 4, 2022 2:56 PM
To: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>; Clayton Strolle <cstrolle@pkce.com>; Walker, Jacob <jacob.walker@hdrinc.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>; David Cersonsky <dcjm215@gmail.com>
Subject: RE: City of Taylor - City Engineer

Brandon and Clayton,

We are coordinating with public works to understand their concerns with the lift station, so a solution can be proposed. We understand this is time sensitive for you, and we will follow up with more information shortly.

Thank you,
Heather

Heather Lindner, PE
D 210.841.2826
M 210.882.7026

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From: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>
Sent: Wednesday, May 4, 2022 9:47 AM

To: Clayton Strolle <cstrolle@pkce.com>; Lindner, Heather R. <Heather.Lindner@hdrinc.com>; Walker, Jacob <jacob.walker@hdrinc.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>; David Cersonsky <dcjm215@gmail.com>
Subject: RE: City of Taylor - City Engineer

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Totally agree with you Clayton, we need some certainty regarding next steps if in fact the lift station has capacity issues, we need a plan and an understanding of what can/will be done to accommodate our needs.

Look forward to hearing back from you Heather.

Brandon Easterling
Stillwater Capital
Central Texas Partner
2905 San Gabriel, #204
Austin, Texas 78705
(512) 371-5820
Brandon.easterling@stillwatercap.com

From: Clayton Strolle <cstrolle@pkce.com>
Sent: Wednesday, May 4, 2022 7:56 AM
To: Lindner, Heather R. <Heather.Lindner@hdrinc.com>; Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>; Walker, Jacob <jacob.walker@hdrinc.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>
Subject: RE: City of Taylor - City Engineer

Heather

We had a call with the city last week and we mentioned this email on that we had capacity for the industrial site but the Public Works director at the city mentioned that was incorrect. He mentioned there are some operation issues at the lift station and we do not really have capacity. Can we get this nailed down as that was the biggest item from our predevelopment meeting with the city.

Are you free to discuss?

Clayton Strolle, PE, LEED AP
Director, Commercial Market
cstrolle@pkce.com
Pacheco Koch
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M: 214.906.6855

pkce.com • westwoodps.com

From: Lindner, Heather R. <Heather.Lindner@hdrinc.com>
Sent: Wednesday, April 13, 2022 4:42 PM
To: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>; Walker, Jacob

<jacob.walker@hdrinc.com>; Clayton Strolle <cstrolle@pkce.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Tom Yantis
<tom.yantis@taylor.tx.gov>
Subject: RE: City of Taylor - City Engineer

Brandon and Clayton,

I appreciate your patience. The City's data indicates that the line that crosses this site is a 12-inch. At least a portion of this 12" line has been identified as a potential capacity issue to convey wet weather flows, with a preliminary recommended size of 15 inches. This 15-inch size appears adequate to serve this site, as well as some development between this site and CR-373, which was part of a controlled growth sector in the City's comprehensive plan.

The downstream lift station is modeled based on some pump curve and operational assumptions, but the way it is currently modeled, the LUEs associated with this development don't appear to cause capacity issues with the lift station.

I hope this is helpful, and would be happy to discuss further.

Thank you,
Heather

Heather Lindner, PE
D 210.841.2826
M 210.882.7026

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From: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>
Sent: Tuesday, April 12, 2022 4:22 PM
To: Walker, Jacob <jacob.walker@hdrinc.com>; Clayton Strolle <cstrolle@pkce.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Lindner, Heather R.
<heather.lindner@hdrinc.com>; Tom Yantis <tom.yantis@taylor.tx.gov>
Subject: RE: City of Taylor - City Engineer

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Ok, thx!

Brandon Easterling
Stillwater Capital
Central Texas Partner
2905 San Gabriel, #204
Austin, Texas 78705
(512) 371-5820
Brandon.easterling@stillwatercap.com

From: Walker, Jacob <jacob.walker@hdrinc.com>
Sent: Tuesday, April 12, 2022 4:22 PM
To: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>; Clayton Strolle

<cstrolle@pkce.com>

Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Lindner, Heather R. <heather.lindner@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>
Subject: RE: City of Taylor - City Engineer

Yes – she’s led the City’s master planning efforts for water and sewer. She’s also evaluated the lift stations in Taylor for future capacities.

Jacob E. Walker, P.E.
D 512.685.2938 M 409.720.8335

hdrinc.com/follow-us

From: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>
Sent: Tuesday, April 12, 2022 4:12 PM
To: Walker, Jacob <Jacob.Walker@hdrinc.com>; Clayton Strolle <cstrolle@pkce.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Lindner, Heather R. <heather.lindner@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>
Subject: RE: City of Taylor - City Engineer

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So it sounds like Heather is the only modeler available to do this work then?

Brandon Easterling
Stillwater Capital
Central Texas Partner
2905 San Gabriel, #204
Austin, Texas 78705
(512) 371-5820
Brandon.easterling@stillwatercap.com

From: Walker, Jacob <Jacob.Walker@hdrinc.com>
Sent: Tuesday, April 12, 2022 4:11 PM
To: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>; Clayton Strolle <cstrolle@pkce.com>
Cc: Vasquez, Javier <javier.vasquez@hdrinc.com>; Lindner, Heather R. <heather.lindner@hdrinc.com>; Tom Yantis <tom.yantis@taylortx.gov>
Subject: RE: City of Taylor - City Engineer

Hi Brandon,

Our modeler engineer for Taylor, Heather, is out sick. I apologize for the inconvenience – she tried to work on this earlier today, but couldn’t do it. Also, she was out last week, so it’s doubly unfortunate. I ensure you that as soon as she’s back we’ll address this. I spoke to Clayton last week and ensured him we’re working on it.

Jacob E. Walker, P.E.
D 512.685.2938 M 409.720.8335

From: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>
Sent: Tuesday, April 12, 2022 3:07 PM
To: Clayton Strolle <cstrolle@pkce.com>; Walker, Jacob <Jacob.Walker@hdrinc.com>
Cc: Vasquez, Javier <Javier.Vasquez@hdrinc.com>; Lindner, Heather R. <Heather.Lindner@hdrinc.com>; Tom Yantis <tom.yantis@taylor.tx.gov>
Subject: RE: City of Taylor - City Engineer

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Clayton, have you received the feedback and information from HDR that you requested in this email two weeks ago?

Brandon Easterling
Stillwater Capital
Central Texas Partner
2905 San Gabriel, #204
Austin, Texas 78705
(512) 371-5820
Brandon.easterling@stillwatercap.com

From: Clayton Strolle <cstrolle@pkce.com>
Sent: Thursday, March 31, 2022 9:15 AM
To: Walker, Jacob <Jacob.Walker@hdrinc.com>
Cc: Vasquez, Javier <Javier.Vasquez@hdrinc.com>; Lindner, Heather R. <Heather.Lindner@hdrinc.com>; Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>
Subject: RE: City of Taylor - City Engineer

Jacob

We are looking at this site and looking at utilities. The attached utility map is what I have for the area.

I was curious about capacity in the sewer lines, any master plan changes to the area on utilities, and if any extensions would be required associated with the site.

We have heard there is limited capacity in the lift station downstream and there would be upgrades needed if the LUEs being proposed are too substantial. Do you know how many LUEs the area is limited to or what upgrades would be needed to allow for the development? We are looking at about 129 LUEs and 103 gpm peak wet weather flow.

I am free to get on a call to talk this through if you would like.

Clayton Strolle, PE, LEED AP
Director, Commercial Market
cstrolle@pkce.com
Pacheco Koch
a Westwood company

O: 512.485.0831
M: 214.906.6855

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From: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>
Sent: Thursday, March 31, 2022 9:02 AM
To: Walker, Jacob <Jacob.Walker@hdrinc.com>; Clayton Strolle <cstrolle@pkce.com>
Cc: Vasquez, Javier <Javier.Vasquez@hdrinc.com>; Lindner, Heather R. <Heather.Lindner@hdrinc.com>
Subject: RE: City of Taylor - City Engineer

Fantastic Jacob, thanks for getting back to me so quickly.

I have copied my civil engineer, Clayton Strolle, on this email as well as he will be the one to ask and better yet understand the questions/answers related to utilities.

Clayton, I will let you ask away....

Brandon Easterling
Stillwater Capital
Central Texas Partner
2905 San Gabriel, #204
Austin, Texas 78705
(512) 371-5820
Brandon.easterling@stillwatercap.com

From: Walker, Jacob <Jacob.Walker@hdrinc.com>
Sent: Wednesday, March 30, 2022 7:22 PM
To: Brandon Easterling <Brandon.Easterling@StillwaterCapital.com>
Cc: Vasquez, Javier <Javier.Vasquez@hdrinc.com>; Lindner, Heather R. <Heather.Lindner@hdrinc.com>
Subject: City of Taylor - City Engineer

Good afternoon Brandon,

Tom Yantis gave me your contact information. I'm sorry you haven't been able to get in touch with anyone at HDR thus far. The team on this email should be able to assist you with questions on utilities.

Thanks!

Jacob Walker

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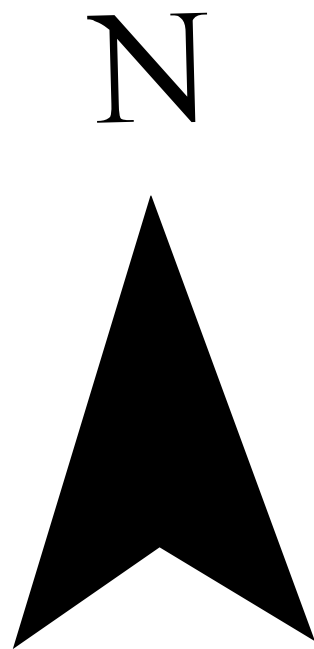
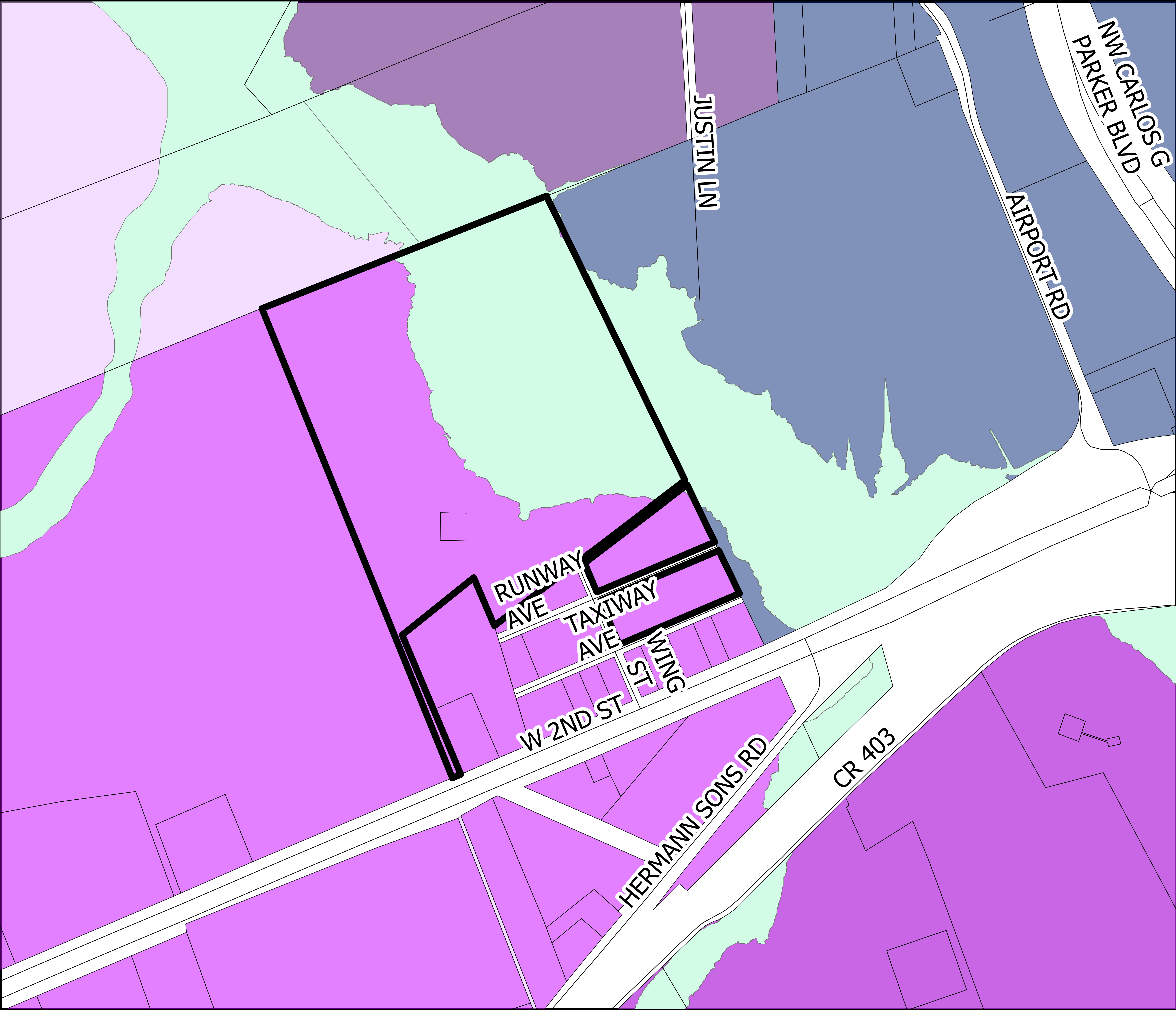
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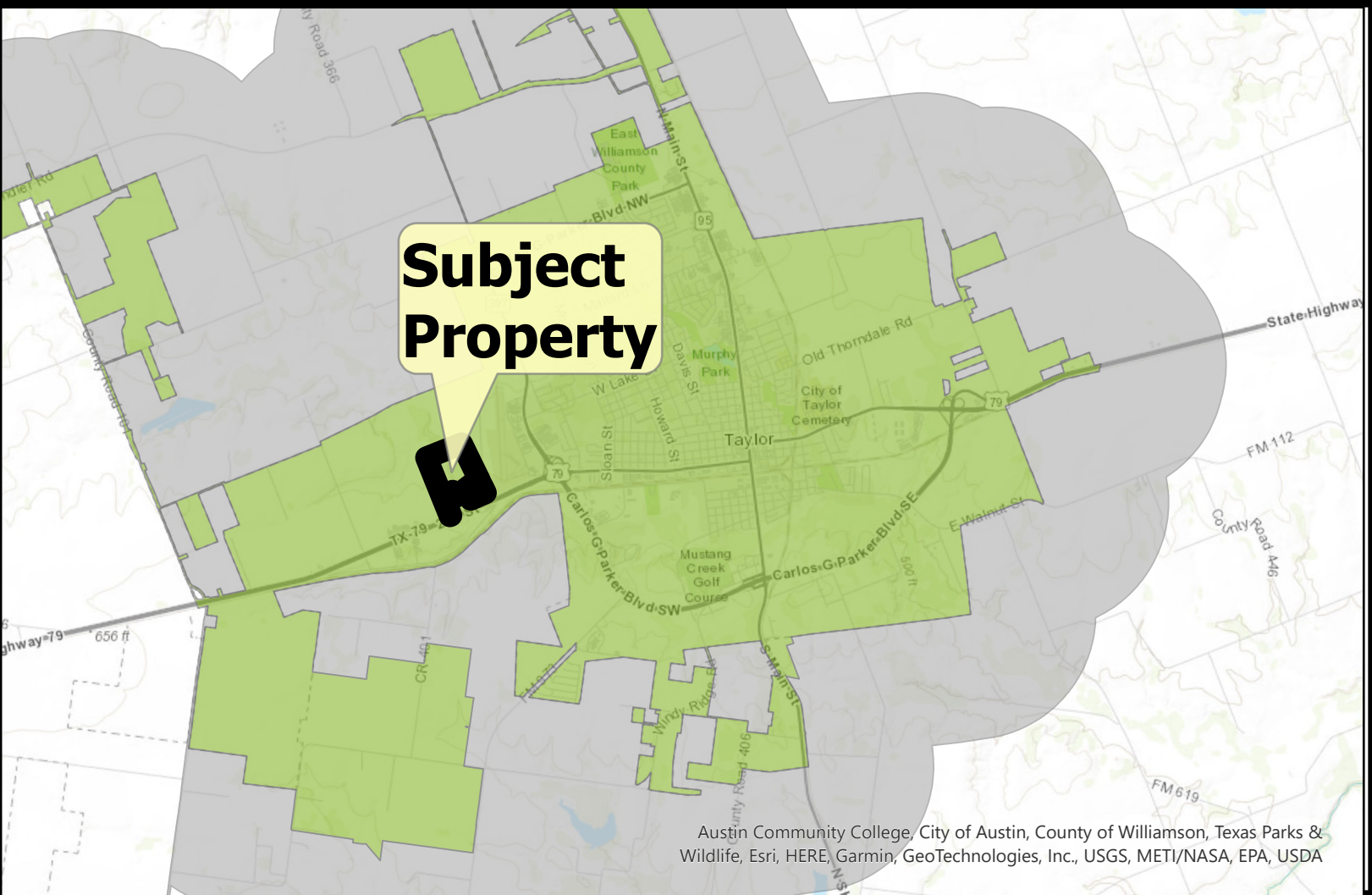


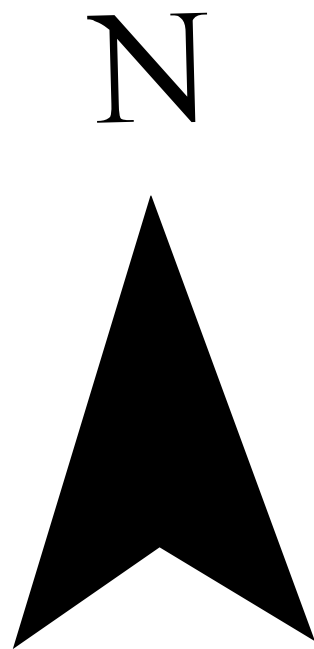
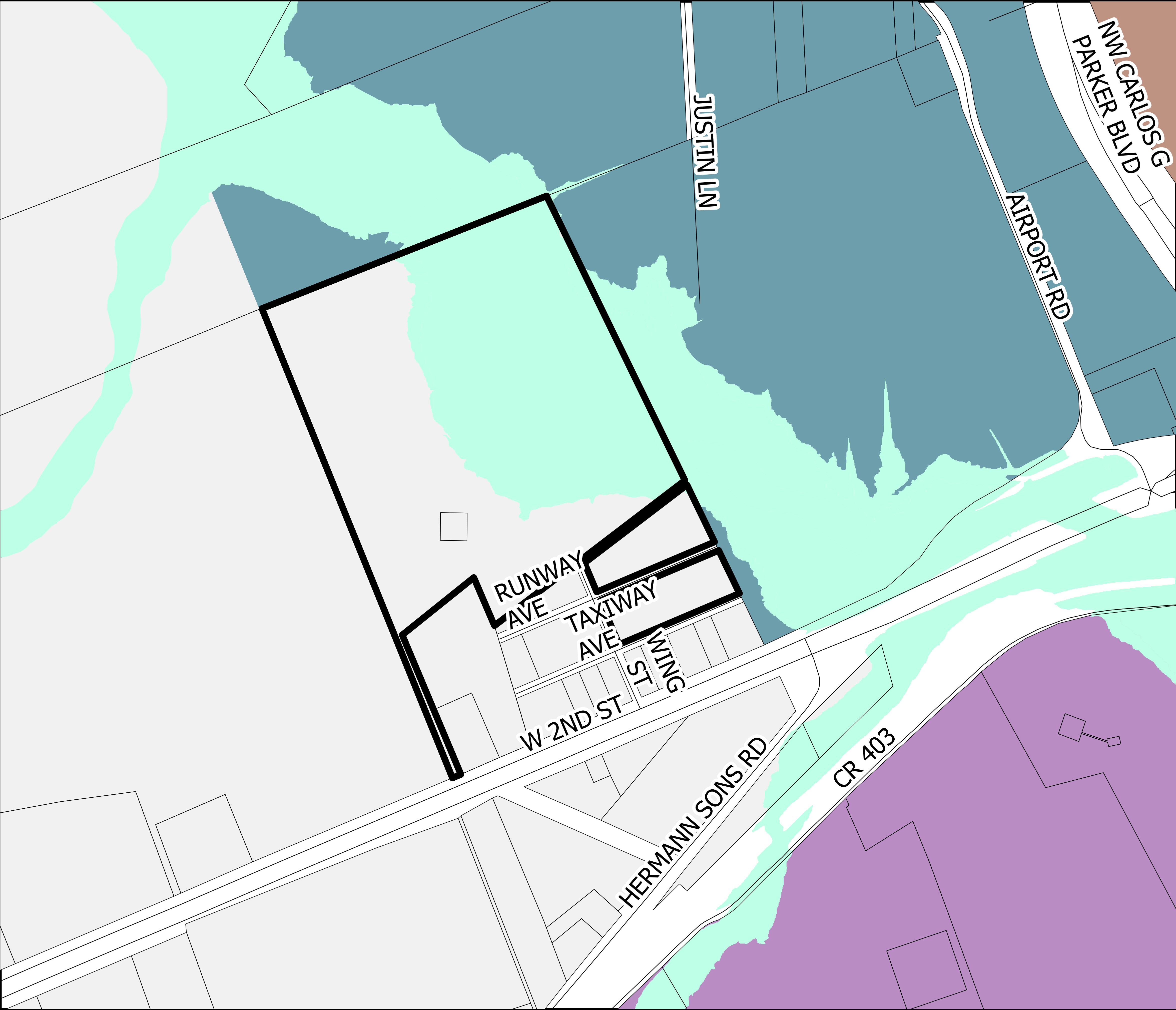
PZ-2022-1477

**Taylor Texas Holdings
Comprehensive Plan Amendment
Growth Sectors Map
Approximately 75.29 Acres**

Legend

- | | |
|--------------------------|--------------------------|
| ETJ | Controlled Growth Sector |
| Subject Property | Intended Growth Sector |
| Parcels | Infill Growth Sector |
| Streets | Flood Plain |
| Growth Sector Map | |
| Sector | |
| Restricted Growth Sector | |





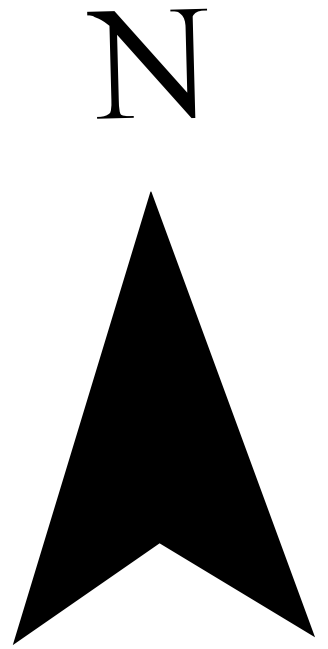
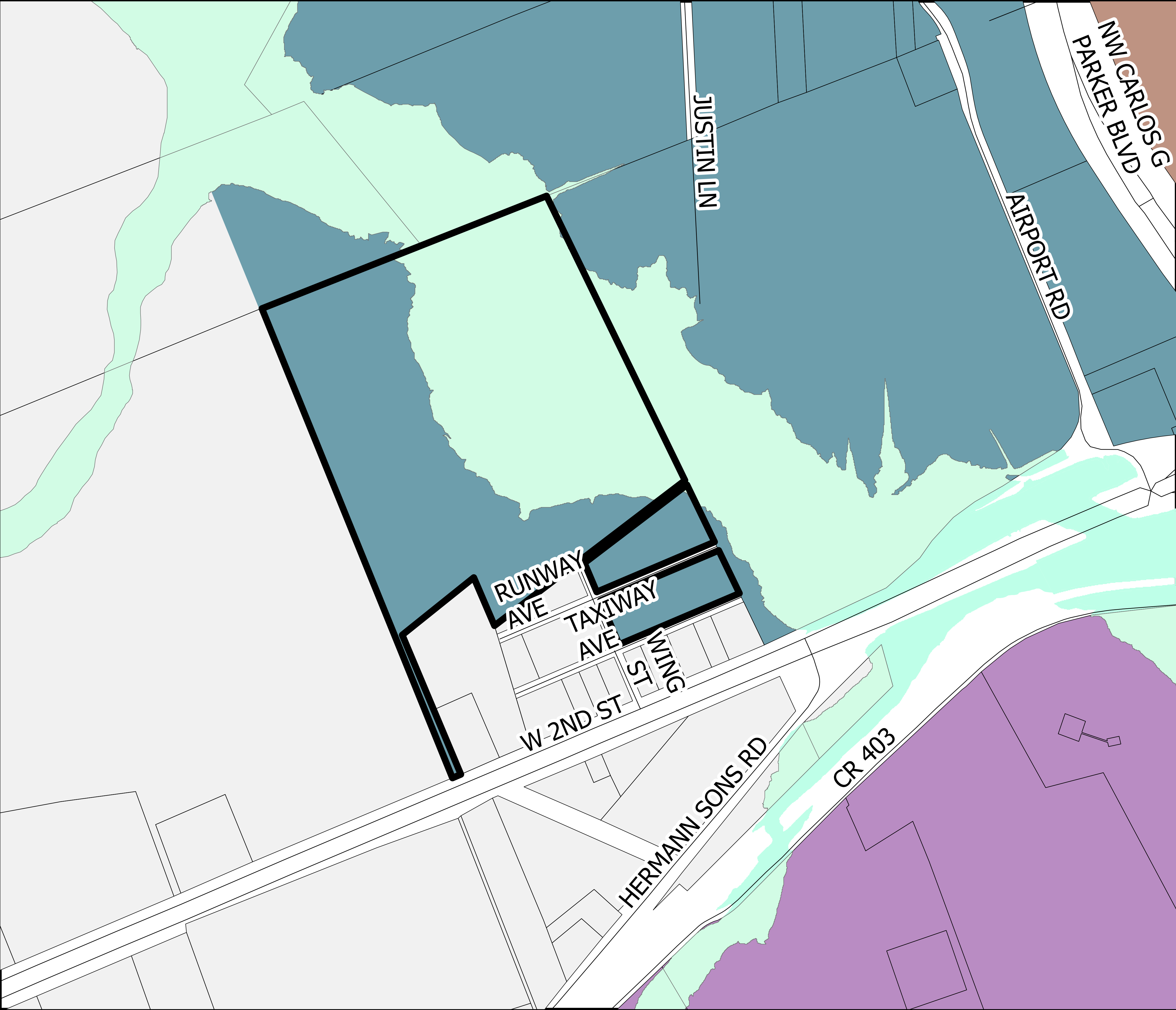
PZ-2022-1477

Taylor Texas Holdings
Comprehensive Plan Amendment
Future Land Use Map
Approximately 75.29 Acres

Legend

- ETJ
- Subject Property
- Parcels
- Streets
- Future Land Use Map
- Land Use
 - Area of Minimal Change
 - Employment Center: Regional
 - Special Employment District
 - Market Center: Community
 - Open Space



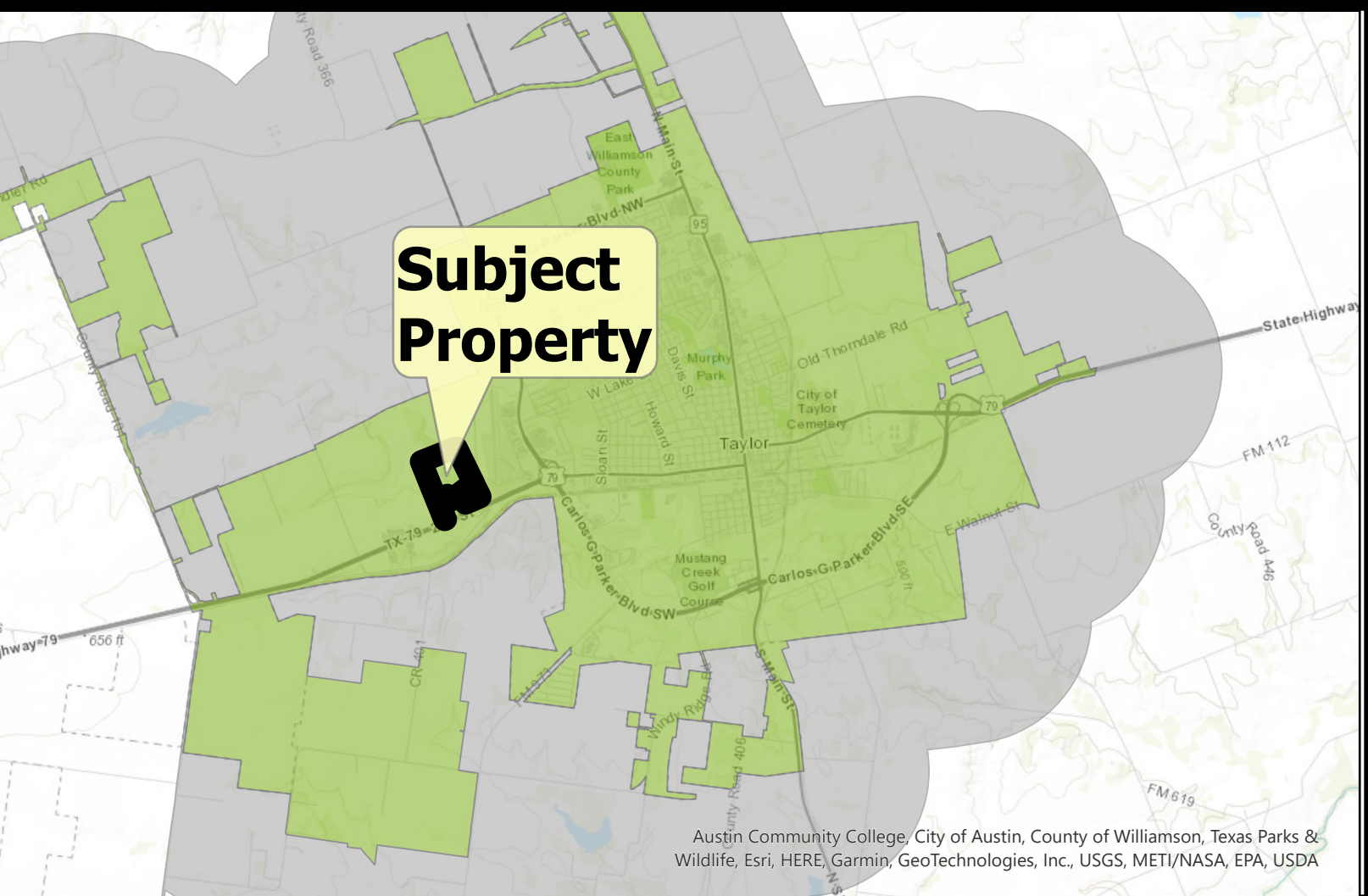


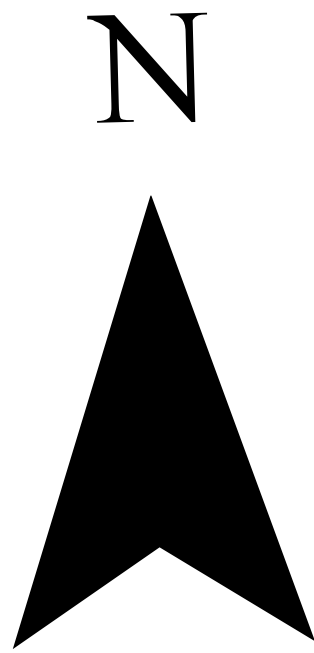
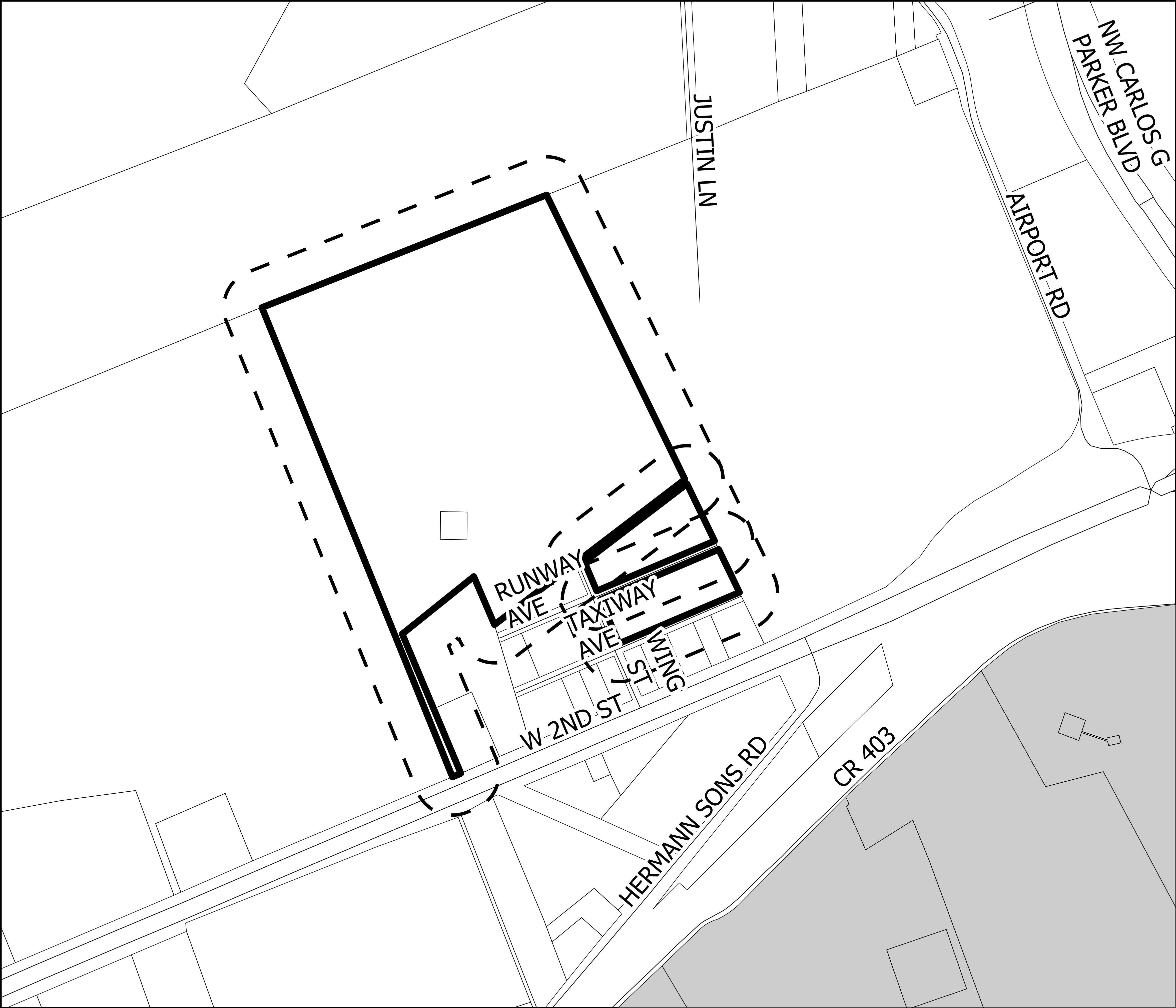
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Taylor Texas Holdings
Comprehensive Plan Amendment
Proposed Future Land Use Map
Approximately 75.29 Acres

Legend

- ETJ
- Subject Property
- Parcels
- Streets
- Future Land Use Map**
- Land Use
 - Area of Minimal Change
 - Employment Center: Regional
 - Special Employment District
 - Market Center: Community
 - Open Space





PZ-2022-1477

Taylor Texas Holdings
Comprehensive Plan Amendment
Notice Area Map
Approximately 75.29 Acres

Legend

- ETJ
- Subject Property
- 200 ft. Buffer
- Parcels
- Streets



HOLT CARSON, INCORPORATED

PROFESSIONAL LAND SURVEYORS

1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

May 9, 2008

FIELD NOTE DESCRIPTION OF 69.28 ACRES OF LAND OUT OF THE H. G. JOHNSON SURVEY, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (70 ACRE) TRACT OF LAND AS CONVEYED TO THOMAS W. SCHOENROCK AND JOYCE Y. SCHOENROCK, AS TRUSTEES FOR THE THOMAS W. SCHOENROCK AND JOYCE Y. SCHOENROCK REVOCABLE LIVING TRUST, BY DEED RECORDED IN DOCUMENT NO. 2005013781 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3" iron pipe found at the occupied Northwest corner of the H.G. Thompson Survey, Abstract No. 348 in Williamson County, Texas, same being an angle corner of that certain (290.77 acre) tract of land as conveyed to Prewitt Farms, Ltd. by deed recorded in Document No. 2007076169 of the Official Public Records of Williamson County, Texas, also being the Northwest corner of that certain (143.18 acre) tract of land as conveyed to Adolph Schoenrock by deed recorded in Volume 217, Page 512 of the Deed Records of Williamson County, Texas, and also being the Northwest corner of that certain (70 acre) tract of land as conveyed to Thomas W. Schoenrock and Joyce Y. Schoenrock, as trustees for the Thomas W. Schoenrock and Joyce Y. Schoenrock Revocable Living Trust by deed recorded in Document No. 2005013781 of the Official Public Records of Williamson County, Texas and the **PLACE OF BEGINNING** of the herein described tract.;

THENCE with the North line of said Schoenrock (143.18 acre) tract, same being the North line of said Schoenrock (70 acre) tract, **N 71 deg. 11'13" E 1600.88 ft.** to a 1" axle found at the base of an old cedar fence post, at the Northwest corner of that certain (120.355 acre) tract of land as conveyed to the City of Taylor by deed recorded in Volume 325, Page 284 of the Deed Records of Williamson County, Texas, same being the Northeast corner of said Schoenrock (143.18 acre) tract, also being the Northeast corner of said Schoenrock (70 acre) tract and the Northeast corner of the herein described;

THENCE with an East line of said Schoenrock (143.18 acre) tract and said Schoenrock (70 acre) tract, **S 23 deg. 20'00" E 1653.72 ft.** to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc." at a Southeast angle corner of said Schoenrock (70 acre) tract, same being the Northeast corner of the John O. Baker Subdivision of part of the H.G. Johnson Survey, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 289 of the Plat Records of Williamson County, Texas, from which a concrete monument found in the North right-of-way line of U.S. Highway No. 79 at the Southeast corner of said John O. Baker Subdivision bears, **S 23 deg. 08'51" E 958.00 ft.**;

THENCE with the North line of said John O. Baker Subdivision, same being a South line of said Schoenrock (70 acre) tract, **S 55 deg. 13'22" W 1255.80 ft.** to a thin wall ½" iron pipe found at the Northwest corner of said John O. Baker Subdivision, same being an angle corner in the East line of Lot 2, Amended Plat of the Amanda's Commercial Subdivision to the City of Taylor, Williamson County, Texas, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet EE, Slide 12 of the Plat Records of Williamson County, Texas, from which a ½" iron pipe found in the North right-of-way line of U.S. Highway No. 79 at the Southwest corner of said John O. Baker Subdivision, same being the Southeast corner of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision bears, **S 14 deg. 03'15" E 649.51 ft.**;

THENCE leaving the Northwest corner of said John O. Baker Subdivision with the East line of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, same being a West line of said Schoenrock (70 acre) tract, **N 23 deg. 17'44" W 266.66 ft.** to a thin wall ½" iron pipe found at the base of an old cedar fence post;

THENCE with the North line of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, same being a Southerly line of said Schoenrock (70 acre) tract, **S 55 deg. 16'00"W 478.04 ft.** to a 3/4" iron rod set at the Northwest corner of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, same being an interior angle corner of said Schoenrock (70 acre) tract;

THENCE with the West line of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, **S 19 deg. 09'00" E** passing a 1/2" iron rod with a plastic cap imprinted RPLS 1433 at a distance of 436.40 ft. for the Northwest corner of Lot 1, same being the Southwest corner of Lot 2, both of the Amended Plat of the Amanda's Commercial Subdivision, continuing along said bearing for a total distance of **793.81 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc." in the North right-of-way line of U.S. Highway No. 79, same being a point in an Easterly line of said Schoenrock (70 acre) tract, for the most Southerly Southeast corner of the herein described tract, from which a 1/2" iron rod found with a plastic cap imprinted "RPLS 1433" at the Southwest corner of said Lot 1, Amended Plat of the Amanda's Commercial Subdivision bears, **S 19 deg. 09'00" E 2.59 ft.**, again from said 1/2" iron rod set with plastic cap imprinted "Holt Carson, Inc." a 3/8" iron rod found in the South right-of-way line of U.S. Highway No. 79 at the Northwest corner of that certain (4.61 acre) tract of land as conveyed to the Thomas & Grace Maxwell Family Partnership, LP by deed recorded in Document No. 2000038024 of the Official Public Records of Williamson County, Texas, same being the Northeast corner of that certain (0.60 acre) tract of land as conveyed to Anthony S. Smith by deed recorded in Document No. 1997033862 of the Official Public Records of Williamson County, Texas, bears, **S 18 deg. 52'38" E 200.39 ft.** and from said 3/8" iron rod found a 3/8" iron rod found at the Southwest corner of said Smith (0.60 acre) tract bears, **S 19 deg. 28'47" E 1068.07 ft.**;

THENCE with the North right-of-way line of U.S. Highway No. 79, **S 69 deg. 35'00" W 20.00 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc." on or near the West line of said Schoenrock (143.18 acre) tract, same being on or near the West line of said Schoenrock (70 acre) tract for the Southwest corner of the herein described tract, from which a 1/2" iron rod found in the South right-of-way line of U.S. Highway No. 79, at the Northwest corner of said Smith (0.60 acre) tract bears, **S 18 deg. 20'02" E 200.34 ft.**, and from said 1/2" iron rod found a 1/2" iron pipe found on or near the West line of said Schoenrock (143.18 acre) tract, same being the on or near the West line of said Schoenrock (70 acre) tract, bears, **S 19 deg. 23'31" E 1079.05 ft.**;

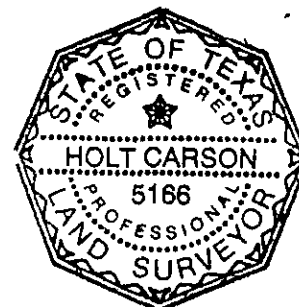
THENCE leaving the North right-of-way line of U.S. Highway No. 79 with the West line of said Schoenrock (143.18 acre) tract, same being the West line of said Schoenrock (70 acre) tract which deviates from the East line of said Prewitt Farms, Ltd. (290.77 acre) tract the following three (3) courses:

- 1.) **N 19 deg. 01'20" W 2170.67 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) **S 71 deg. 11'13" W 13.00 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 3.) **N 19 deg. 39'00" W 483.00 ft.** to the **PLACE OF BEGINNING** containing **69.28 acres** of land.

SURVEYED: May 9th, 2008

Holt Carson
Holt Carson

Registered Professional Land Surveyor No. 5166



see accompanying map: B 817002

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2008053881

Nancy E. Rister

07/10/2008 11:04 AM

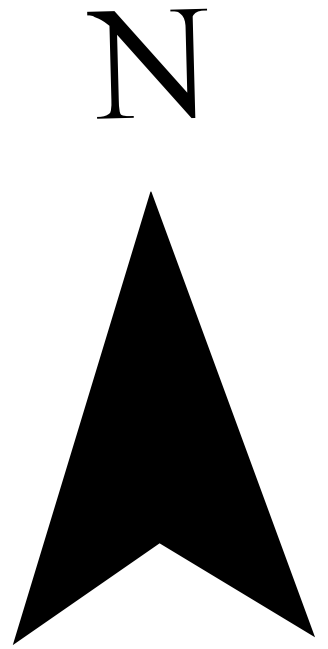
SURRATT \$32.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Exhibit A (Page 2)

A tract of land described as Lots One (1) to Fourteen (14), both inclusive, in block Four (4); and Lots One (1) to Fifteen (15), both inclusive, in block Five (5), of the John O. Baker Subdivision of 23.42 acres out of the H.B. Johnson Survey, Abstract No. 348, in Williamson County, Texas as recorded in Book 2, Page 135, Plat Records of Williamson County, Texas, filed February 19, 1959, SUBJECT to all valid easements and restrictions of record, and being the same property described as Lots One (1) to Fourteen (14), both inclusive, in block Four (4); and Lots One (1) to Fifteen (15), both inclusive, in block Five (5), of the John O. Baker Subdivision, a subdivision in the City of Taylor, Williamson County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 289, Plat Records, Williamson County, Texas; together with all the Seller's right, title, and interest in all appurtenances including, but not limited to, strips between the above described property and abutting properties and in any street, highway, alley, easement or right-of-way, existing or proposed on or adjacent to the described real property.

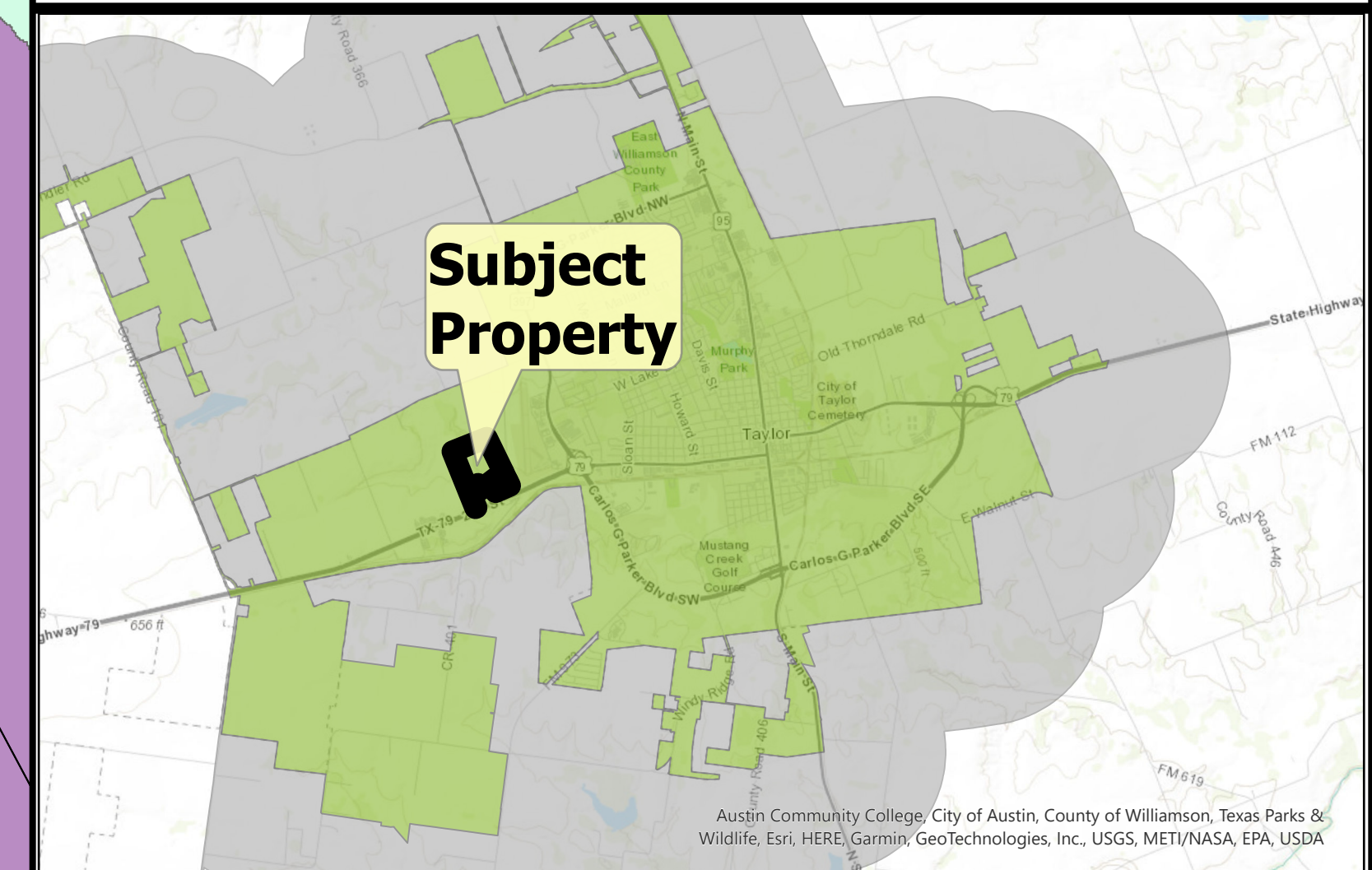


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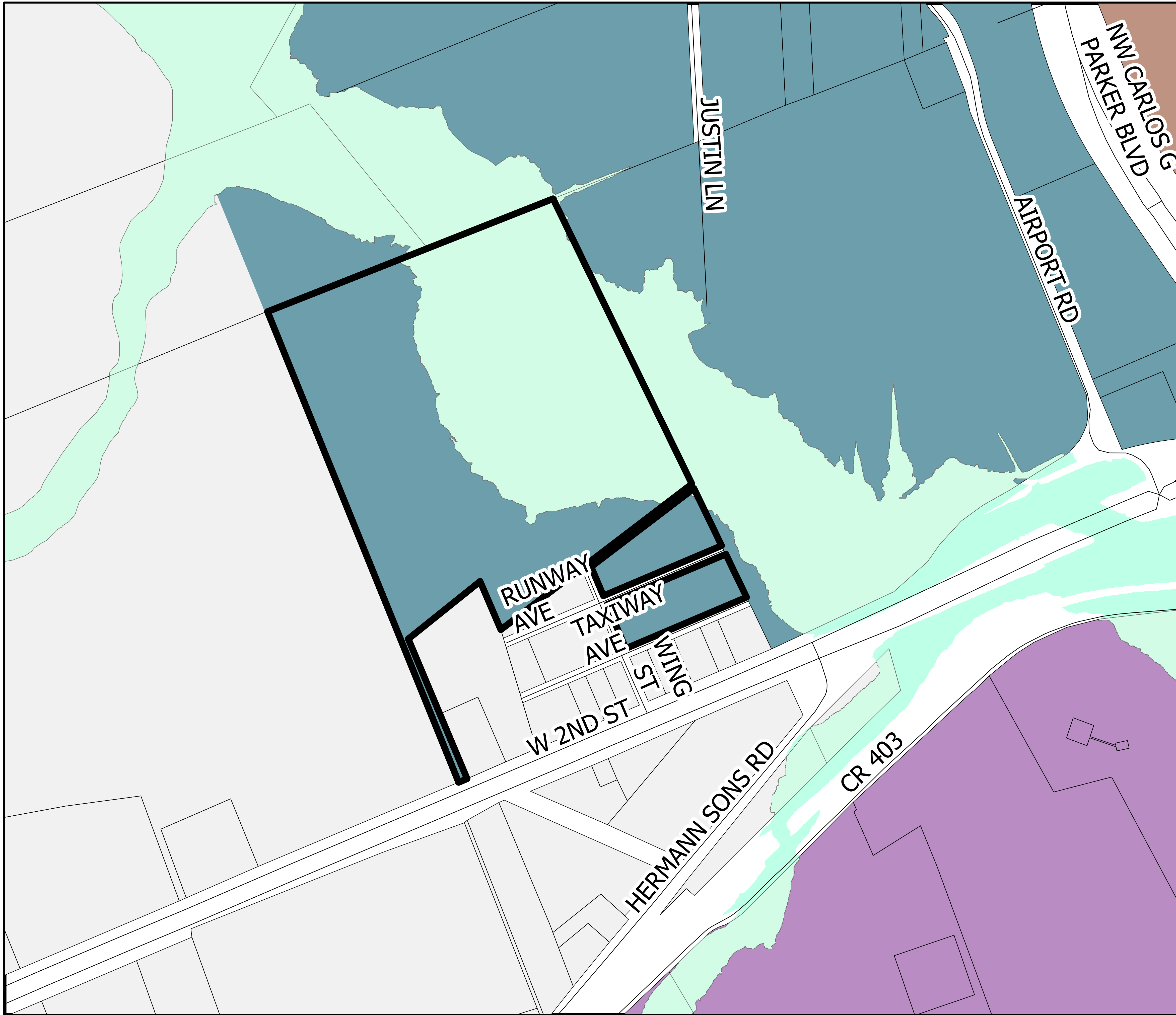
**Taylor Texas Holdings
Comprehensive Plan Amendment
Proposed Future Land Use Map
Approximately 75.29 Acres**

Legend

- ETJ
- Subject Property
- Parcels
- Streets
- Future Land Use Map**
- Land Use
 - Area of Minimal Change
 - Employment Center: Regional
 - Special Employment District
 - Market Center: Community
 - Open Space



0 0.15 0.3 Miles



ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING THE COMPREHENSIVE PLAN AND THE FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF AREA OF MINIMAL CHANGE AND OPEN SPACE TO EMPLOYMENT CENTER: REGIONAL AND OPEN SPACE ON APPROXIMATELY 75.29 ACRES OF LAND CONSISTING OF LOTS ONE (1) THROUGH FOURTEEN (14), BLOCK FOUR (4), AND LOTS ONE (1) THROUGH FIFTEEN (15), BLOCK (5), OF THE JOHN O. BAKER SUBDIVISION, PART OF AND OUT OF THE H.G. JOHNSON SURVEY, ABSTRACT NO. 348, TAYLOR, WILLIAMSON COUNTY, TEXAS. PROVIDING FOR THE AMENDMENT OF THE PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE;

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

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

WHEREAS, the Planning and Zoning Commission held a public hearing on July 12, 2022, reviewed the amendments, and recommended that the City Council adopt the amendments to the Comprehensive Plan; and

WHEREAS, the City Council held a public hearing on July 28, 2022, at which the public was given the opportunity to give testimony and present written evidence; and

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

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

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

Section 2. Property. The property, legally described in **Exhibit “A”** attached hereto and incorporated by reference herein for all purposes (“Property”), that is the subject of the Future Land Use redesignation is generally located at 14501 and 14511 U.S. Highway 79,

legally described as approximately 75.29 acres of land consisting of Lots 1-14, Block 4, and Lots 1-15, Block 5, of the John O. Baker Subdivision, part of and out of the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas.

Section 3. Future Land Use Map. The property's future land use designation of "Area of Minimal Change" shall be changed to "Employment Center: Regional" and the "Open Space" designation on the property shall not be changed. The changes are reflected in **Exhibit "B"** Proposed Future Land Use Map attached hereto and incorporated by reference herein for all purposes.

Section 4. Savings Clause. All rights and remedies of the City of Taylor are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning, platting, or the comprehensive plan within the City's jurisdiction which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

Section 6. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED, APPROVED, AND ADOPTED on the ____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2022-13, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2022.

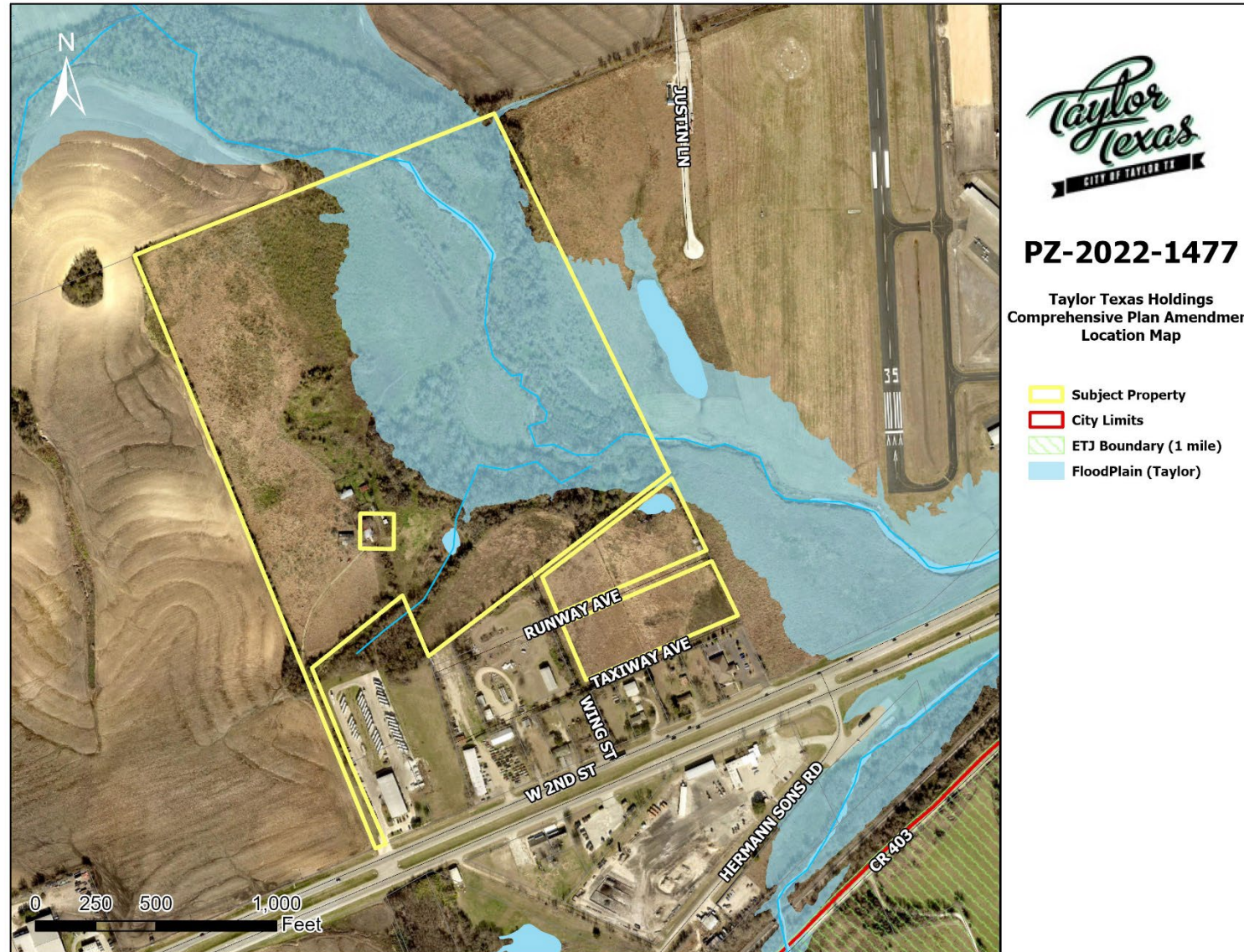
Dianna McLean
City Clerk

PZ-2022-1477

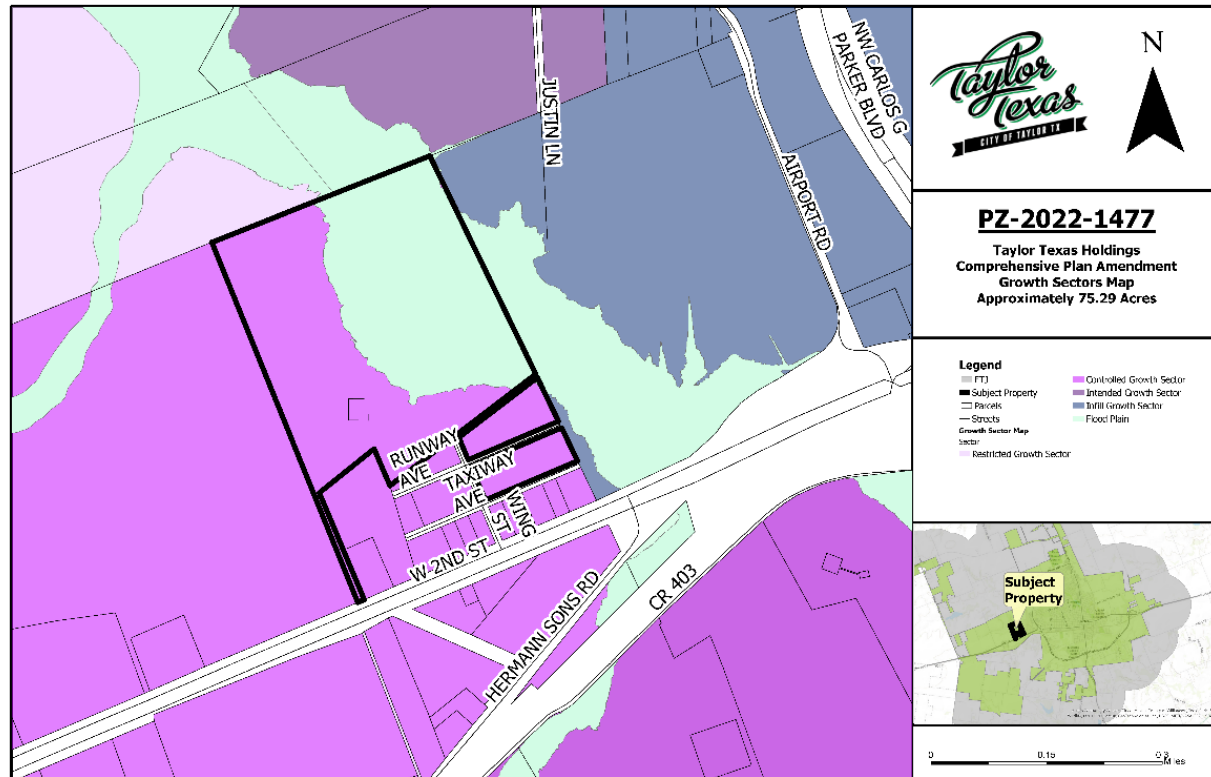
Taylor Texas Holdings Comprehensive Plan Amendment



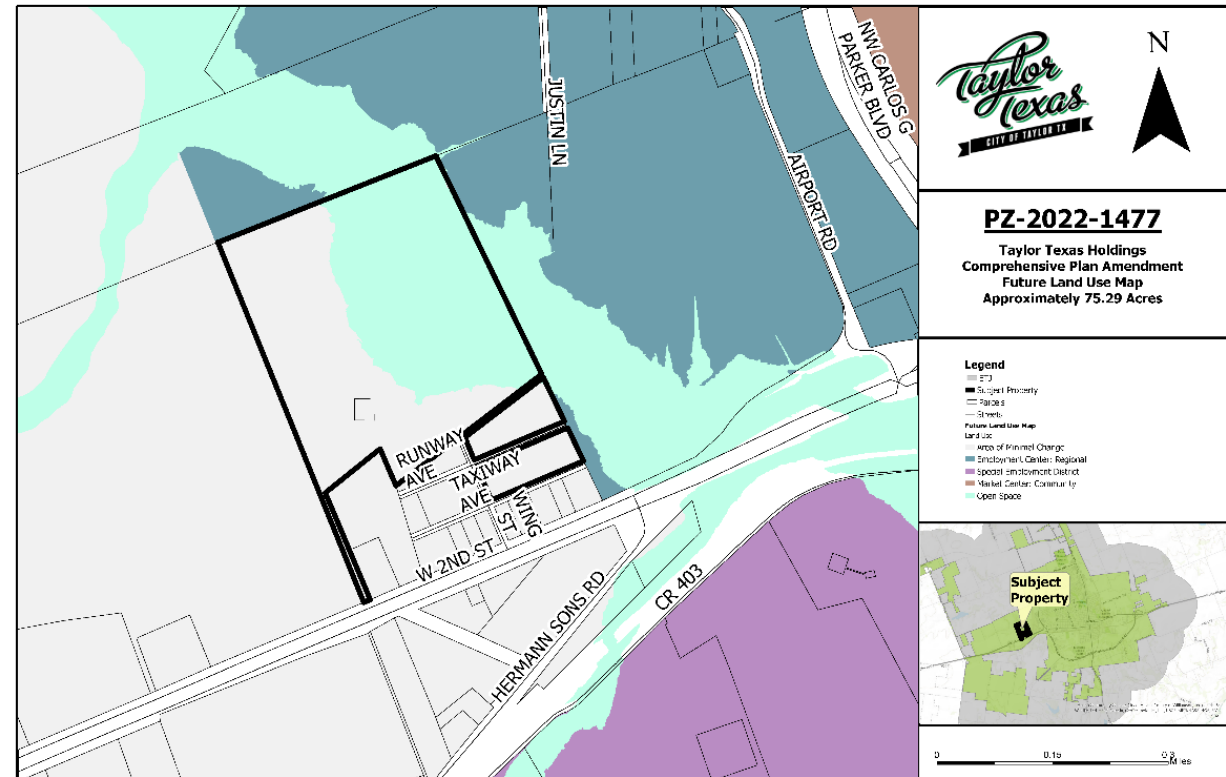
Location Map



Existing Growth Sectors & Future Land Use Maps

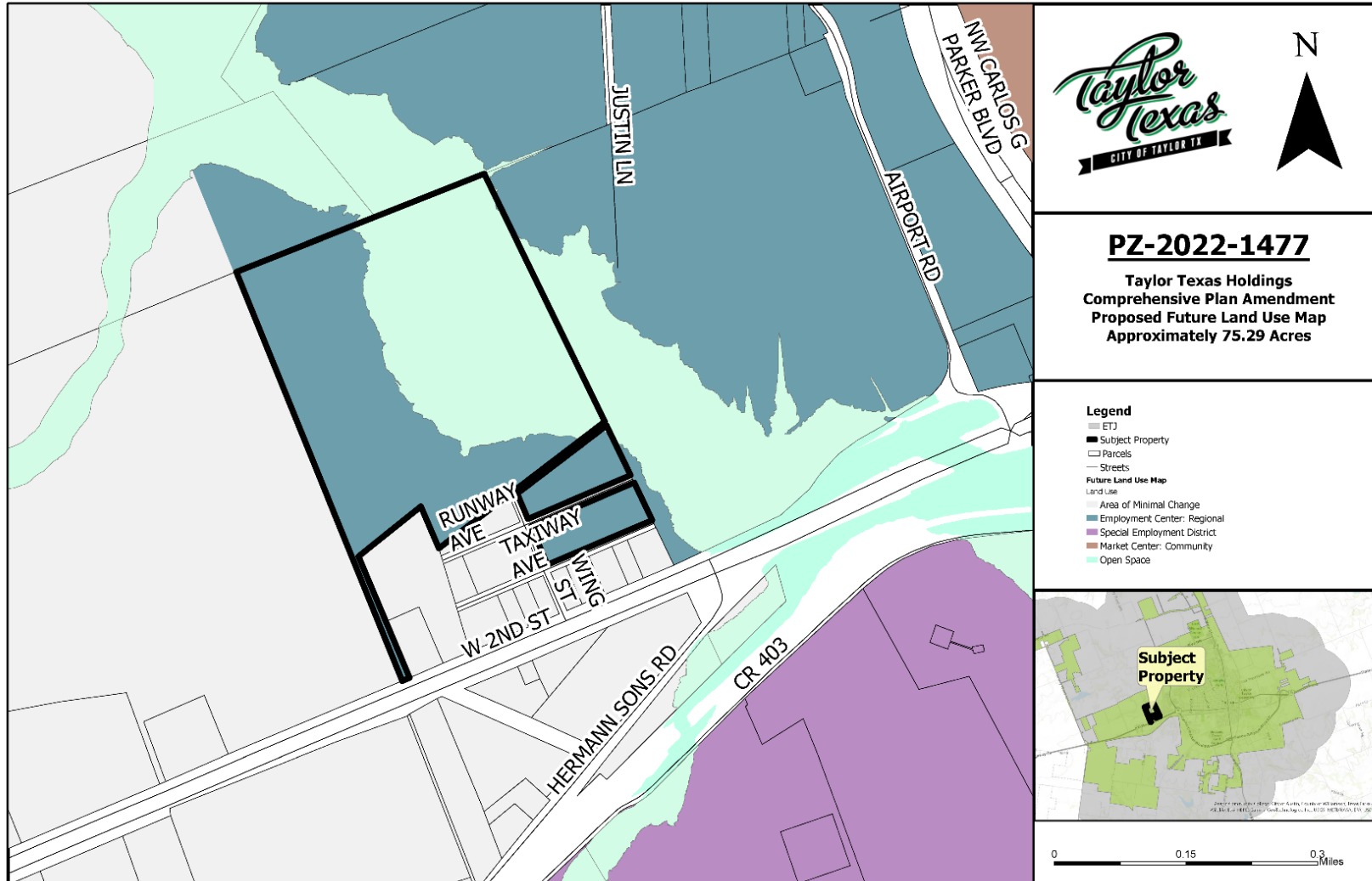


Controlled Growth Sector & Flood Plain



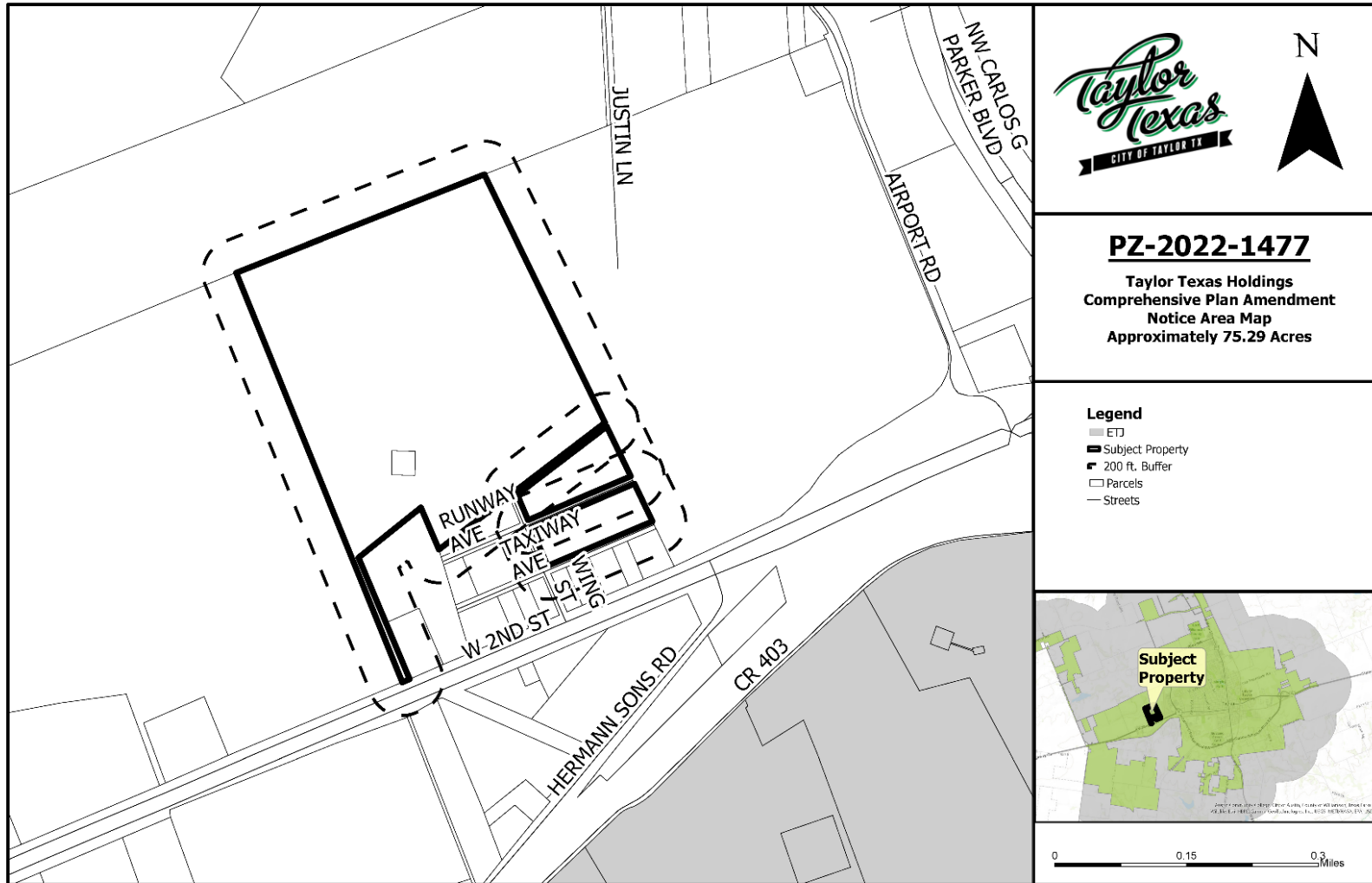
Area of Minimal Change

Proposed Future Land Use Map



Employment Center: Regional

Notice Area Map



- 14 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

Recommendation

On July 12, 2022, the Planning and Zoning Commission recommended approval of the proposed Comprehensive Plan amendment request as it meets the intent of the Comprehensive Plan.



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 16

Agenda Title: Hold a public hearing and introduce Ordinance 2022-28 regarding a request to amend the designations on the Future Land Use and Growth Sectors Maps for land consisting of approximately 61.54 acres, located north of the end of Rydell Lane and the beginning of CR 398, more particularly described by Williamson Central Appraisal District Parcels R019617 and R406296, part of and out of the Samuel Pharrass Survey Abstract No. 496, Taylor, Williamson County, Texas.

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

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

This agenda item provides for the public hearing and ordinance introduction for an amendment to the Comprehensive Plan, specifically the Growth Sector map and the Future Land Use map to change the Growth Sector map from Restricted Growth Sector to Intended Growth Sector as well as amendments to the Future Land Use designations from Area of Minimal Change to a combination of Neighborhood Greenfield, Market Center: Community, and Employment Center: Community, on approximately 61.54 acres of land.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The applicant plans to develop the subject property as a mixed-use area that would incorporate commercial and residential land uses. The subject property is located within the City's extra-territorial jurisdiction (ETJ), and the applicant will begin the voluntary annexation and zoning process if the comprehensive plan amendment is approved. The applicant collaborated with the City's urban design consultant, Michael Watkins Architect (MWA), to analyze the appropriate land use designations as proposed below:

- The property (R019167) consists of approximately 59 acres and is currently designated as Restricted Growth Sector and this amendment would move it into the Intended Growth Sector. The applicant is also requesting to revise the Future Land Use designation from Area of Minimal Change to a combination of three designations, Neighborhood Greenfield, Market Center: Community, and Employment Center: Community, the specific percentages of each designation

would be determined at the zoning phase of development in consultation with the city's urban design consultant.

- The property (R406296) consists of approximately 2.19 acres is currently designated as Restricted Growth Sector and this amendment would move it into the Intended Growth Sector. This area is not part of the request to revise the Future Land Use designation as it is already identified as Market Center: Community.

The requested amendment for the properties would redesignate them as Intended Growth Sector. The Intended Growth sector consists of areas with access to existing or planned transportation and utility infrastructure and are adjacent to existing developed areas. These are primarily vacant, underutilized, or poorly developed commercial areas adjacent to existing centers and service areas. Growth policies should encourage the development or redevelopment of these areas as compact residential and mixed-use development.

The consideration is a requested combination of three Future Land Use designations. At this time the applicant has not identified hard boundaries for these designations as they desire to solidify their location during the zoning process if granted the Comprehensive Plan Amendment. The requested land uses to occupy approximately 59 acres are as follows:

1. *Neighborhood Greenfield* – New communities that contain a wide mix of residential uses and neighborhood services. Greenfield development should be developed as an extension of the existing urban fabric in Taylor.
2. *Market Center: Community* – Mixed-use areas anchored by a retail destination where surrounding residents go to get daily goods and services. As with all centers, Market Centers are envisioned as mixed use and walkable places. Community scaled development should aim to serve several neighborhoods.
3. *Employment Center: Community* – Mixed-use areas centered around office or industrial uses that can support significant employment.

The combination of these uses can exist together harmoniously but will require attention to the specific uses intended on the property to ensure (as an example) that a potential industrial use within the Employment Center does not negatively impact the proposed Neighborhood Greenfield. Their locations should be carefully placed as to not create an undesirable living environment

The request for the subject property is a Comprehensive Plan Amendment from the Growth Sector designation of Restricted Growth to Intended Growth. This request is considered an appropriate request for incremental development in an area that originally restricted growth. The subject property has access to existing transportation and water infrastructure and a plan has been proposed to tie into existing wastewater infrastructure. Further, the growth sector boundaries were based upon the city limit boundaries in this area that were established without consideration for the division of the overall tract that resulted.

Additionally, the applicant is requesting to change the Future Land Use designation from Area of Minimal Change to a combination of Neighborhood Greenfield, Market Center: Community, and Employment Center: Community. These designations provide a mixture of uses within the subject property and when thoughtfully planned out as to their exact locations would likely create a unique mixed-use, walkable environment.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Ensures the Comprehensive Plan remains current and reflects changes that have occurred since the plan's adoption. • Adds an increase in job availability to the Taylor market. • Development on the subject property will utilize existing utility infrastructure. • Aims to provide a mixture of uses (Residential, Commercial, and Industrial) at a reasonable scale (Community) to ensure compatibility within the development.	• The proposal does not have immediate access to wastewater infrastructure and will require an extension to facilitate development.

4. RECOMMENDATION

Planning and Zoning Commission recommended City Council approve the proposed amendment on July 12, 2022.

5. FUNDING SOURCE

N/A

6. TIMELINE

- Envision Taylor Comprehensive Plan was adopted November 18, 2021
- Planning and Zoning Commission recommendation July 12, 2022
- Amendment public hearing and adoption July 28, 2022, and August 11, 2022, respectively.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 16a. [Staff Report](#)
- 16b. [Letter of intent](#)
- 16c. [Utility statement](#)
- 16d. [Urban design memo](#)
- 16e. [Existing Growth Sectors map](#)

- 16f. [Proposed Growth Sectors map](#)
- 16g. [Existing Future Land Use map](#)
- 16h. [Proposed Future Land Use map](#)
- 16i. [Notice area map](#)
- 16j. [Ordinance 2022-28](#)
 - 16j(a). [Exhibit A](#) - Metes and Bounds Description
 - 16j(b). [Exhibit B](#) - Proposed Growth Sectors Map
 - 16j(c). [Exhibit C](#) - Proposed Future Land Use Map
- 16k. [PowerPoint Presentation](#)

City of Taylor
PZ-2022-1513
Comprehensive Plan Amendment –
Future Land Use Designation & Growth Sectors

Staff Report

Item Details

Subject Property:	North of the end of Rydell Lane and the beginning of County Road 398
Total Acreage:	Approximately 61.54 acres
Legal Description:	Approximately 61.54 acres of land part of and out of the Samuel Pharrass Survey Abstract No. 496, more particularly described by Williamson Central Appraisal District (WCAD) parcels R019617 and R406296, Taylor, Williamson County, Texas.
Property Owner:	Sudhakar Tadiboyina, Taylor Heights, LLC
Representative:	Mallik Avula
Request:	A request to amend the Future Land Use map designation for property R019617 from Area of Minimal Change to a combination of Neighborhood: Greenfield, Market Center: Community, and Employment Center: Community. A request to amend the Growth Sector designations for both properties R019617 and R406296 from Restricted Growth Sector to Intended Growth Sector.
Case History:	This is the first hearing of this request.

Overview of Applicant's Request & Background

The property owner's representative engaged staff with their prospective plans to develop the subject property as a mixed-use area that would aim to incorporate commercial and residential land uses. The subject property is located within the City's extra-territorial jurisdiction (ETJ) and should the applicant receive a positive recommendation they will begin the voluntary annexation and zoning process. The applicant collaborated with the City's urban design consultant, Michael Watkins Architect (MWA), to analyze the appropriate land use designations as proposed below:

- The property (R019167) consists of approximately 59 acres is currently designated as Restricted Growth Sector and this amendment would move it into the Intended Growth Sector. The applicant is also requesting consideration to revise the Future Land Use designation from Area of Minimal Change to a combination of three designations, Neighborhood: Greenfield, Market Center: Community, and Employment Center: Community, the specific percentages of each designation would be determined at the zoning phase of development in consultation with the city's urban design consultant.

- The property (R406296) consists of approximately 2.19 acres is currently designated as Restricted Growth Sector and this amendment would move it into the Intended Growth Sector. This area is not part of the request to revise the Future Land Use designation as it is already identified as Market Center: Community.

Location:

The subject property is located within the city's ETJ and lies primarily north of the intersection of County Road 398 and Justin Lane west of Carlos G. Parker Boulevard. Justin Lane cuts through the southeastern portion of the property.

At some point in the past, the City annexed a portion of the overall tract creating an arbitrary division of the property with a portion in the city limits and a portion outside the city limits. Those arbitrary divisions were followed in the growth sector and land use classifications.

Physical and Natural Features:

The subject property is considered agricultural land and has been used as cropland in the past. The land consists of minimal elevation changes and is predominately flat. Based on a site inspection, there are not any natural or unique features on the site that would likely impact the proposed request.

Growth Sector Designations:

The Growth Sectors Map identifies the areas in Taylor and its Extra-territorial jurisdiction (ETJ) where development and redevelopment are intended, where they should be controlled, and areas where they should be restricted. The subject properties are located within the Restricted Growth Sector. The Restricted Growth Sector consist of areas that have value as open space or agricultural land and where increased development and additional entitlements are discouraged. These lands commonly include large lot homesteads and farmland with limited infrastructure available. Expansion into this area is not anticipated during the time frame of this plan.

The requested amendment for the properties would redesignate them as Intended Growth Sector. The Intended Growth sector consists of areas with access to existing or planned transportation and utility infrastructure and are adjacent to existing developed areas. These are primarily vacant, underutilized, or poorly developed commercial areas adjacent to existing centers and service areas. Growth policies should encourage the development or redevelopment of these areas as compact residential and mixed-use development.

Close consideration should be given when evaluating a request to change the designation of property that is in the Restricted Growth Sector designation. Based on the analysis completed by MWA and city staff, the proposed change to the growth sector for this property is in keeping with the goals of the comprehensive plan because there is existing transportation and water infrastructure and there is a plan for providing wastewater infrastructure. Further, because the property was arbitrarily bisected by annexation in the past, it is appropriate to reassemble the entire tract to facilitate orderly development.

Future Land Use and Zoning Designations:

The newly adopted Comprehensive Plan, Envision Taylor (2021) identifies Future Land Use designations to guide growth in Taylor. The subject property (only R019617) was assigned the

land use designation as, Area of Minimal Change because it is within the Restricted Growth Sector. This designation is applied to areas lacking in street and utility infrastructure. These areas are not intended to accommodate future growth and redevelopment and should generally remain unchanged during the time frame of the Envision Taylor Comprehensive Plan. As discussed in the analysis by MWA, there is sufficient transportation and water infrastructure, and a plan has been proposed for how to provide wastewater infrastructure to the site.

The consideration is a requested combination of three Future Land Use designations. At this time the applicant has not identified hard boundaries for these designations as they desire to solidify their location during the zoning process if granted a Comprehensive Plan Amendment to Growth Sectors and Future Land Use designations. The requested land uses to occupy approximately 59 acres are as follows:

1. *Neighborhood Greenfield* – New communities that contain a wide mix of residential uses and neighborhood services. Greenfield development should be developed as an extension of the existing urban fabric in Taylor.
2. *Market Center: Community* – Mixed-use areas anchored by a retail destination where surrounding residents go to get daily goods and services. As with all centers, Market Centers are envisioned as mixed use and walkable places. Community scaled development should aim to serve several neighborhoods.
3. *Employment Center: Community* – Mixed-use areas centered around office or industrial uses that can support significant employment.

The combination of these uses can exist together harmoniously but will require attention to the specific uses intended on the property to ensure (as an example) that a potential industrial use within the Employment Center does not negatively impact the proposed Neighborhood Greenfield. Their locations should be carefully placed as to not create an undesirable living environment.

The subject property is currently located within the ETJ and as such does not have a zoning designation. If the applicant receives a favorable determination of their request, they will then work to annex their property and establish unique zoning upon annexation.

Direction	Future Land Use	Existing Land Use
North	Area of Minimal Change	Vacant Agricultural Land
South	Employment Center: Regional	Vacant Agricultural Land & Taylor Municipal Airport
East	Market Center: Community & Employment Center: Regional	Vacant Land & Taylor Municipal Airport
West	Area of Minimal Change	Vacant Agricultural Land

Utilities

The subject property is currently not located within the City's service area for wastewater because the wastewater service area boundary, when adopted, followed the city limit boundary which bisected the property. The property is within the City's service area for water. Currently a 24-inch water line runs along Justin Lane which bisects the southeastern portion of the subject property and divides the subject parcels R019617 and R406296 from each other. The applicant has proposed

to tie into a 24-inch wastewater line located on the Taylor Municipal Airport property south of the subject property. The applicant would be required to extend these utilities to facilitate their development. This extension has not been studied in detail by relevant city staff (public works, engineering) and at this phase is a proposed option for extension.

Transportation

The subject properties gain access from County Road 398 and Justin Lane. Both roadways were identified within the Transportation Plan as Community Boulevards. Community Boulevards function as primary routes that connect to major areas of the city. The plan also calls for the development of a Neighborhood Avenue to run north-south from an extension of County Road 367 south to the subject property. The applicant would be responsible for designating right-of-way and developing their portion of this roadway.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the Future Land Use map and Growth Sectors amendment (7 notices), a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, June 26, 2022.

Staff Analysis

The request for the subject property is a Comprehensive Plan Amendment from the Growth Sector designation of Restricted Growth to Intended Growth. This request is considered an appropriate request for incremental development in an area that originally restricted growth. The subject property has access to existing transportation and water infrastructure and a plan has been proposed to tie into existing wastewater infrastructure. Further, the growth sector boundaries were based upon the city limit boundaries in this area that were established without consideration for the division of the overall tract that resulted.

Additionally, the applicant is requesting to change the Future Land Use designation from Area of Minimal Change to a combination of Neighborhood Greenfield (residential), Market Center: Community, and Employment Center: Community. These designations provide a mixture of uses within the subject property and when thoughtfully planned out as to their exact locations would likely create a unique mixed-use, walkable environment. The applicant does intend to solidify percentages of each land use designation and will facilitate their intentions within the rezoning process alongside the city's urban design consultant.

The subject property would likely promote a mixed-use community that meets the following land use policies:

- **LU3 – New mixed-use centers should complement the existing downtown and accommodate additional growth within a compact urban fabric that includes walkable streets, mixed-use buildings, and high-quality public spaces.**
 - The subject property will be required to comply with all existing codes and adopted transportation plans to ensure the site is walkable and in keeping with the original compact urban fabric found in Taylor.

- **LU8 – A jobs-housing balance that supports people living and working in Taylor should be encouraged.**
 - The subject property aims to provide space for residential, commercial, and employment uses.

The subject property partially meets the following land use policies:

- **LU9 – Promote development patterns that maximize the use of existing infrastructure and land before expanding infrastructure to underdeveloped areas.**
 - The applicant's request recognizes the availability of existing transportation and water infrastructure and will require an extension of wastewater infrastructure to facilitate development.

Planning and Zoning Commission Recommendation

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

Will the proposed Future Land Use amendment result in a Future Land Use designation that is more consistent with the text and policies of the Comprehensive Plan than the current designation of the property?

- The current designation of the property as Area of Minimal Change is a direct correlation to the City's desire to limit new growth outside the existing infrastructure footprint and focuses growth into compact and mixed-use centers. The staff analysis indicates that the property will be able to utilize existing transportation and water infrastructure and the applicant will be responsible for extending the wastewater system to serve the site.

Would the proposed amendment result in a land use that is more compatible with the current and future land uses of adjacent and nearby property?

- The proposed Growth Sector amendment to Intended Growth would be consistent with the adjacent properties' designations of Intended Growth. As the land is today (vacant) any use would likely be considered an improvement to the property in terms of providing living and working spaces for citizens as well as expanding the value of the land. The uses presented (residential, commercial, employment) are in keeping with the location and size of the property. The request for community sized market and employment centers will ensure that the area remains walkable and smaller in scale.

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

- It is not the City's intention to extend services to the Area of Minimal Change. However, the applicant is located immediately adjacent to the city limits and other areas of development. Also, the property has immediate access to a large diameter water line and two existing roadways that will require some upgrade. This scenario is favorable as

opposed to property that is located farther out and on the periphery of the ETJ. It will be the developer's responsibility to extend any necessary infrastructure as required.

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

- The proposed amendment would not likely create or cause an increase in adverse impacts to the natural environment. The area would increase impervious coverage and will likely require various areas for detention to capture runoff. The proposed uses are not likely to be disruptive or noxious to the general public.

Attachments:

1. Letter of Intent from Applicant
2. Utility Statement from Applicant
3. Urban Design Consultant's Analysis
4. Growth Sector Map – Existing
5. Growth Sector Map - Proposed
6. Future Land Use Map – Existing
7. Future Land Use Map – Proposed
8. Notice Area Map
9. Proposed Ordinance – 2022-28
 - a) Metes and Bounds Description
 - b) Proposed Growth Sectors Map
 - c) Proposed Future Land Use Map

TAYLOR HEIGHTS LLC
10003 Kabar Trail
Austin, TX 78759
512-914-3272

To: City of Taylor

Description and narrative: Sub Variance Request for **397 FM/369 CR TAYLOR, TX 76574 (WCAD-R Numbers: R019617, R374022, R406295, R406296)**

This request is in regards to amend the existing Comprehensive Plan for the subject tract (397 FM/369 CR TAYLOR, TX 7657) to be annexed into the City of Taylor with a Growth Sector designation of Controlled Growth Sector and Land Use designations of "Market Center Community, Employment Center Community, and Neighborhood Greenfield". Currently, it is outside the City limit. The subject property is a portion of a larger tract that is already in the City Limits. The current Comprehensive Plan does not follow the existing property lines. The requested change would result in all portions of this property being in the City. With the recent growth and development around the tract and the availability of an access, Water and Sewer extension would allow the infrastructure that already exists to support the Commercial/Retail needs, Residential desired density and revenue goals for the City. The proposed Comprehensive Plan amendment will not adversely affect any adjacent or nearby properties and will only affect the current location (397 FM/369 CR TAYLOR, TX 7657). There are no special conditions / circumstances to the development that would need to be done to any nearby properties.

Sincerely,

Sudhakar Tadiboyina
TAYLOR HEIGHTS LLC

From: [mallik avula](#)
To: [McKenzi Hicks](#); [Tom Yantis](#); [Brad Robbins](#)
Subject: Fw: 80 Acres near the Taylor Airport
Date: Tuesday, March 8, 2022 11:56:04 AM
Attachments: [3834_001.pdf](#)

CAUTION: This email originated from outside of the City of Taylor. Do not click links or open attachments unless you recognize the sender and know the content is safe.

fyi

----- Forwarded Message -----

From: John Noell <jnoell@dunaway.com>
To: mallik avula <mallikavula@yahoo.com>; Michael Watkins <mike.watkins@me.com>
Cc: SUDHAKAR <sudhakar12@yahoo.com>; Sreedhar Aaloori <aaloori@gmail.com>; Meg Greenfield <mgreenfield@dunaway.com>
Sent: Tuesday, March 8, 2022, 11:49:18 AM CST
Subject: 80 Acres near the Taylor Airport

Mallik:

We have completed our preliminary research and have a concept for the wastewater service as shown on the attached figure. We would propose to connect to an existing 24" wastewater line on the south side of the airport and extend a 10" gravity line upstream to your site. The length is about 6000 feet and would cost approximately \$420,000. This line presently connects to a lift station so additional improvements to the station may be required by the city. I have asked Tom Yantis who to speak to on the city staff to confirm and will follow up with this coordination as soon as he gets back to me.

The water line in Justin Lane should be adequate for your needs, but we will verify as the land use planning proceeds.

John Noell, PE

Civil Engineering Manager

D 512.399.5361 C512.695.9955

From: mallik avula <mallikavula@yahoo.com>
Sent: Monday, March 07, 2022 10:50 PM
To: John Noell <JNoell@dunaway.com>; McKenzie Hicks <mckenzi.hicks@taylor.tx.gov>; Michael Watkins <mike.watkins@me.com>
Cc: SUDHAKAR <sudhakar12@yahoo.com>; Sreedhar Aaloori <aaloori@gmail.com>
Subject: [EXTERNAL]Re: Civil engineering study

John - Can you please send us the report?

Best Regards

Mallik

On Monday, March 7, 2022, 08:28:25 AM CST, mallik avula <mallikavula@yahoo.com> wrote:

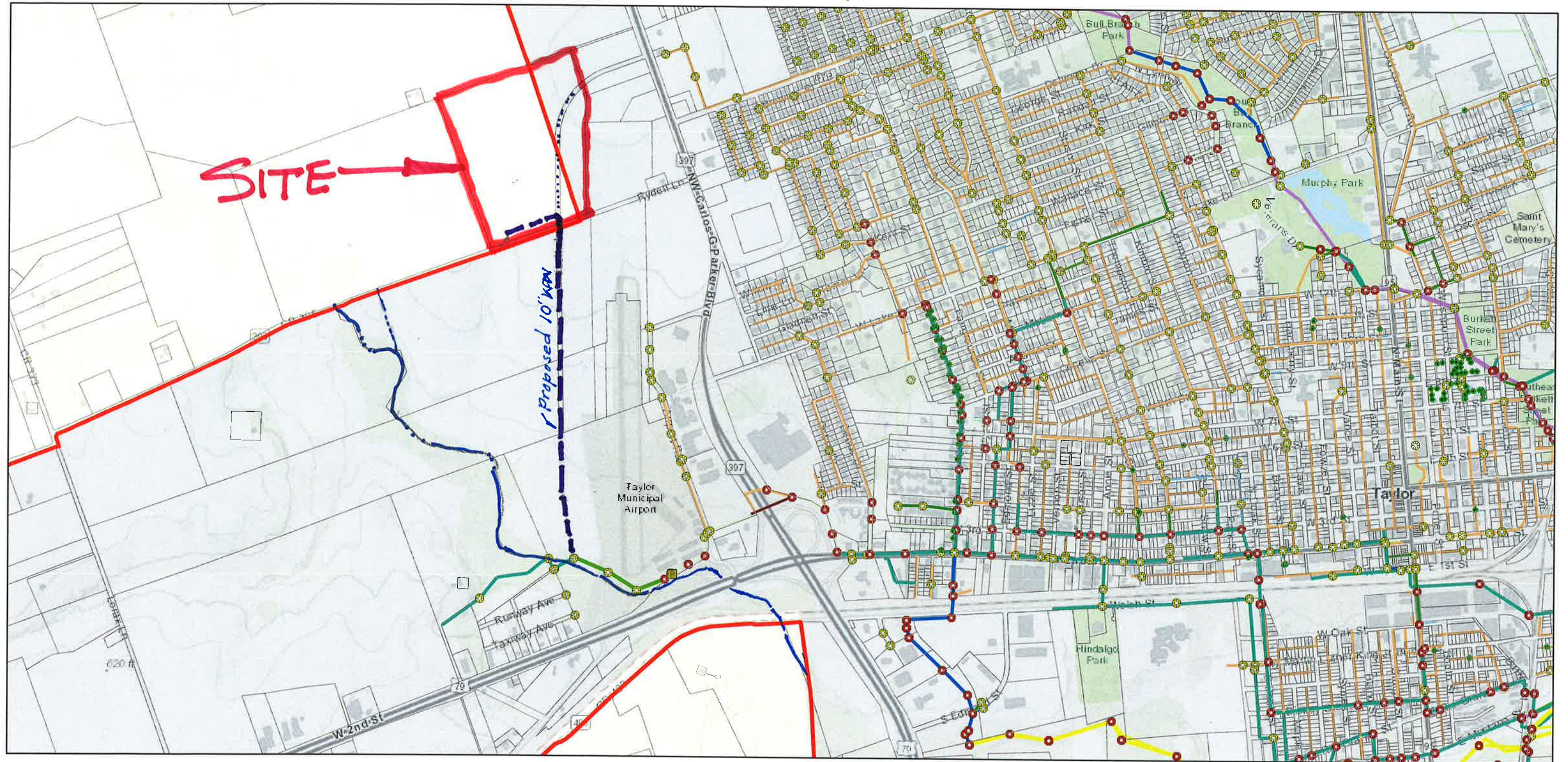
Good morning John,

City planning team has been waiting for your report. Can you please send the report to McKenzi and Mike?

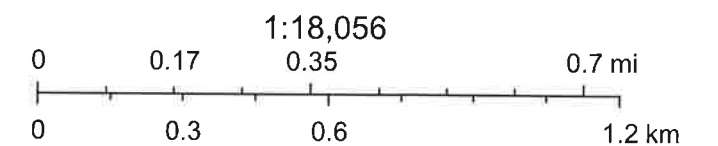
Best Regards

Mallik

Wastewater Map South



2/28/2022, 7:13:57 PM



Austin Community College, City of Austin, County of Williamson, Texas Parks & Wildlife, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, METI/NASA, EPA, USDA

MICHAEL WATKINS ARCHITECT, LLC
Urban Design & Architecture

To: Tom Yantis, Assistant City Manager and Director of Development Services
City of Taylor
From: Mike Watkins
Date: June 14, 2022
Project Name: PZ-2022-1448 Taylor Heights Annexation and Comprehensive Plan Amendment
Review and Recommendation

We have reviewed the information received regarding the annexation of the property and change to the Growth Sector and Future Land Use designations considering the City's Comprehensive Plan and Land Use Plan. The following Exhibits are included in this report and support its recommendations:

- Exhibit A: Existing and proposed conditions, including the Growth Sector, Land Use, and Transportation Master Plan designations (see last page).
- Exhibit B: Required sewer extension.

Summary of the Recommendation

After a careful review of the Comprehensive Plan, if the portions of the subject property ("B" and "C" on Exhibit A) are found by others to have, or be able to reasonably obtain, sufficient infrastructure capacity, it is recommended that these portions of the subject property be annexed into the City of Taylor with a Growth Sector designation of Intended Growth Sector and Land Use designations of "Market Center: Community, Employment Center: Community, and Neighborhood Greenfield" with the following stipulations:

- that the percentage of each Land Use designation remain flexible within the proposed ranges shown on Exhibit A,
- that phasing requirements may be applied during the rezoning process, and,
- the housing types be required to be the "missing middle" types.

Supporting Findings

The Growth Sectors Map

The portions of the subject property that remain outside the city limits are in the "Restricted Growth Sector (G-1)"

Prioritization of the Use of Existing Infrastructure before Expanding Outward.

Wisely, the Comprehensive Plan calls for prioritizing the use of existing infrastructure before expanding outward (page 25) and maximizing the use of existing infrastructure (Big Idea, page 29).

See the reports by HDR and Dunaway for a review of specific infrastructure conditions.

Except for a proposed sewer line to connect the subject property to the airport sewer system, much of the required infrastructure is already in place and not generating an economic return on the investment.

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Urban Design & Architecture

Furthermore, because the city limit boundary arbitrarily divides the subject property and the Comprehensive Plan designations follow the city limit boundary, the arbitrary division of this property makes the rational development of the property difficult. Annexing the portions of the subject property that were left out of the City would rectify the previous oversight and ensure that the subject property can develop in a rationally.

Annexation of portions B and C of the subject property with Land Use Designations of Market Center: Community, Employment Center: Community, and Neighborhood Greenfield is warranted for the following reasons:

- There is existing under-utilized infrastructure that could serve portions B & C of the subject property,
- Justin Lane has been designated an Enhanced Community Boulevard where it passes through the subject property,
- The adjacent land within the City has use designations of Market Center Community and Employment Center Regional, and,
- The arbitrary location of the City boundary through a single property creating a condition where a portion of the property is in the City and a portion is not.

The Transportation Master Plan

Big Idea T7 (page 89) states “link investment in infrastructure to revenue generated from adjacent development” and Big Idea T8 (page 89) states “streets should be designed to prioritize economic productivity and placemaking...”. Justin Lane is proposed to become an Enhanced Community Boulevard. Yet, the majority of Justin Lane that has this designation *cannot yield a return* on this enhancement investment and *cannot prioritize economic development productivity and placemaking* because it is straddled by the subject property which is outside the City limits and carries a Restricted Growth designation.

The Thoroughfare Classification of Community Boulevard carries the expectations that they are primary routes connecting major areas of the City, are moderate-speed, high volume, and that on-street parking is provided to *serve the adjacent land use*.” Even the 2-lane Community Boulevard (page 114) is “designed for the most intense mixed-use and commercial areas. Yet, the subject property which straddles a significant stretch of of Justin Lane and County Road 398 carries the Enhanced Community Boulevard and is designated “Restricted Growth” because it lies outside the City limits. While the roadway is intended to have high-volume traffic, on-street parking to serve mixed use and commercial development, the land, at present, cannot have any buildings.

Annexation of portions “B” and “C” of the subject property with Land Use designations of Market Center: Community and Neighborhood Greenfield is warranted to correct this inconsistency.

The Land Use Map and Land Use Policies

Because it is in the Restricted Growth Sector, portions “B” and “C” of the subject property have a Land Use Designation of Area of Minimal Change.

Adjacent properties to the northeast have the Land Use designation of “Market Center: Community.” The Comprehensive Plan describes Market Center: Community as:

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“Market Centers are mixed-use areas anchored by a retail destination where surrounding residents go to get daily goods and services. As with all centers, Market Centers are envisioned as mixed use and walkable places.”

The Comprehensive Plan describes *Community Centers*, distinct from Regional or Neighborhood Centers, as:

“Community centers are larger than neighborhood centers but often serve several neighborhoods within the city. Community centers often include discount department stores, home improvement stores, sporting goods, apparel, booksellers, restaurants, and supermarkets.”

The Comprehensive Plan further describes them having a 1/2-mile diameter. While the adjacent Market Center Community does have a 1/2-mile diameter, half of this area is on the other side of Carlos G. Parker Blvd. (FM 397) and thus is not within easy walking or biking distance of the other half as a car would most likely be required to cross Carlos G. Parker Blvd.

The Comprehensive Plan further states regarding Market Centers that they are “where surrounding residents go to get daily goods and services” (page 72). Because this Market Center is adjacent to the city boundary, there are no “surrounding residents”. Annexation of portions “B” and “C” of the subject property could, with an appropriate land use designation, rectify this imbalance.

The subject property, with one small exception, is the only land with the Market Center: Community designation that straddles a City/ETJ boundary.

Also worth noting is the fact that portion “C” of the subject property on the east of Justin Lane, despite being outside of the City limits and in the Restricted Growth Sector, is already identified as Market Center: Community.

Adjacent properties to the southeast have the Land Use designation of “Employment Center: Regional.” Adjacent land to the north and east of the subject property is Neighborhood Greenfield. In fact, the Neighborhood Greenfield designation continues a considerable distance from the Market Center and Employment designations while portions “B” and “C” of the subject property, which are immediately adjacent to them and have most forms of infrastructure capacity, have a land use designation of Area of Minimal Change because it has not been annexed into the City.

Policy ID LU9 (page 42) states: “Promote development patterns that maximize the use of existing infrastructure and land before expanding infrastructure to underdeveloped areas.” For various reasons, all types of infrastructure are not always simultaneously provided to a property. Such is the case for the subject property which currently lacks access to the sewer system. With the proposed extension of the sewer line, the investment previously made by the City in the other forms of existing infrastructure would be able to begin providing a return to the City.

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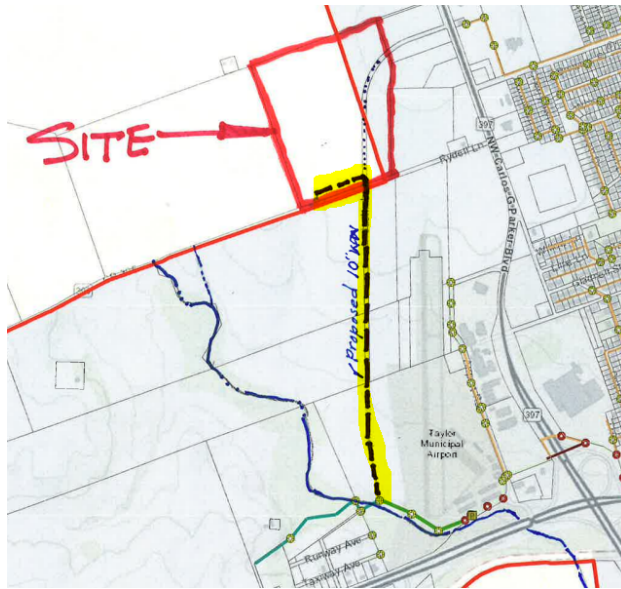


Exhibit B: Required sewer extension.

Annexation of the subject property would meet Policy ID LU11 (page 42) which states: “Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.” Annexation of portions “B” and “C” of the subject property currently outside the City limit and the sewer extension would allow the infrastructure that already exists to support the desired density and revenue goals for past infrastructure decisions.

The Land Use designations of Market Center: Community, Employment Center: Community, and Neighborhood Greenfield are complimentary and suggestive of appropriate Land Use designations for portions “B” and “C” of the subject property should they be annexed.

Housing Types

Housing Policy Big Idea H1 (page 11) states “Neighborhoods should have a mix of housing affordable to all income levels and age groups.”

Housing Policy Big Idea H4 (page 11) calls for ensuring “that housing accommodates all ages, abilities, household types, and income levels.”

The Comprehensive Plan points out (page 57) that “buildings on these smaller lots also tend to be less expensive due to their smaller size” and that “this presents a ‘win-win’ opportunity for the City where it can provide more affordable housing and commercial options for residents...while also maximizing tax revenues to the City (on a per acre basis)—just by building smaller buildings on smaller lots.”

A Land Use designation of Neighborhood Greenfield with a stipulation requiring missing middle residential types would also advance goal 1 (page 84) which states “focus on developing small and infill lots.”

Should portions “B” and “C” of the subject property be annexed and some or all of it given the land use designation Neighborhood Greenfield, this designation might come with the stipulation that

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most or all the housing provided shall be of the “missing middle” types identified in Figure 108 (page 131) as those the City would like to increase as a percentage of the housing typologies within the City.

Implementation Strategies

Implementation Strategy 5 (page 148) states that “Property within the restricted growth sector on the growth sectors map does not have access to adequate utility and street infrastructure to support new development.”

In the case of portions “B” and “C” of the subject property, much of the necessary utility and street infrastructure required to support new development is either in place or already proposed (for example, the designation of Justin Lane where it runs through the property as an Enhanced Community Boulevard. The sewer line proposed in the referenced report is an exception.

Annexation of portions “B” and “C” of the subject property with Land Use designations of Market Center Community and Neighborhood Greenfield is warranted to support the Enhanced Community Boulevard designation for Justin Lane where it runs through the property.

Implementation Strategy 6 (page 149) directs the City to “Implement the New Transportation Master Plan.”

Annexation of portions “B” and “C” of the subject property with Land Use designations of Market Center Community, Employment Center Community, and Neighborhood Greenfield would generate the revenue warranted (and anticipated) by the designation in the New Transportation Master Plan of the portions of Justin Lane and County Road 398 which are adjacent to the subject property as an Enhanced Community Boulevard.

Implementation Strategy 11 (page 154) directs the City to “Encourage Missing Middle Housing.”

Implementation Strategy 13 (page 156) directs the City to “Encourage More Accessory Dwelling Units.”

Implementation Strategy 17 (page 160) directs the City to “Support Living and Working in the City of Taylor” and acknowledges that “employees will be looking for vibrant and active communities that do not require a long commute.”

Annexation of portions “B” and “C” of the subject property and some or all of it given the land use designation Neighborhood Greenfield with the stipulation that most, or all, of the housing provided shall be of the “missing middle” types would be an opportunity for the City to implement these strategies.

Additional Notes

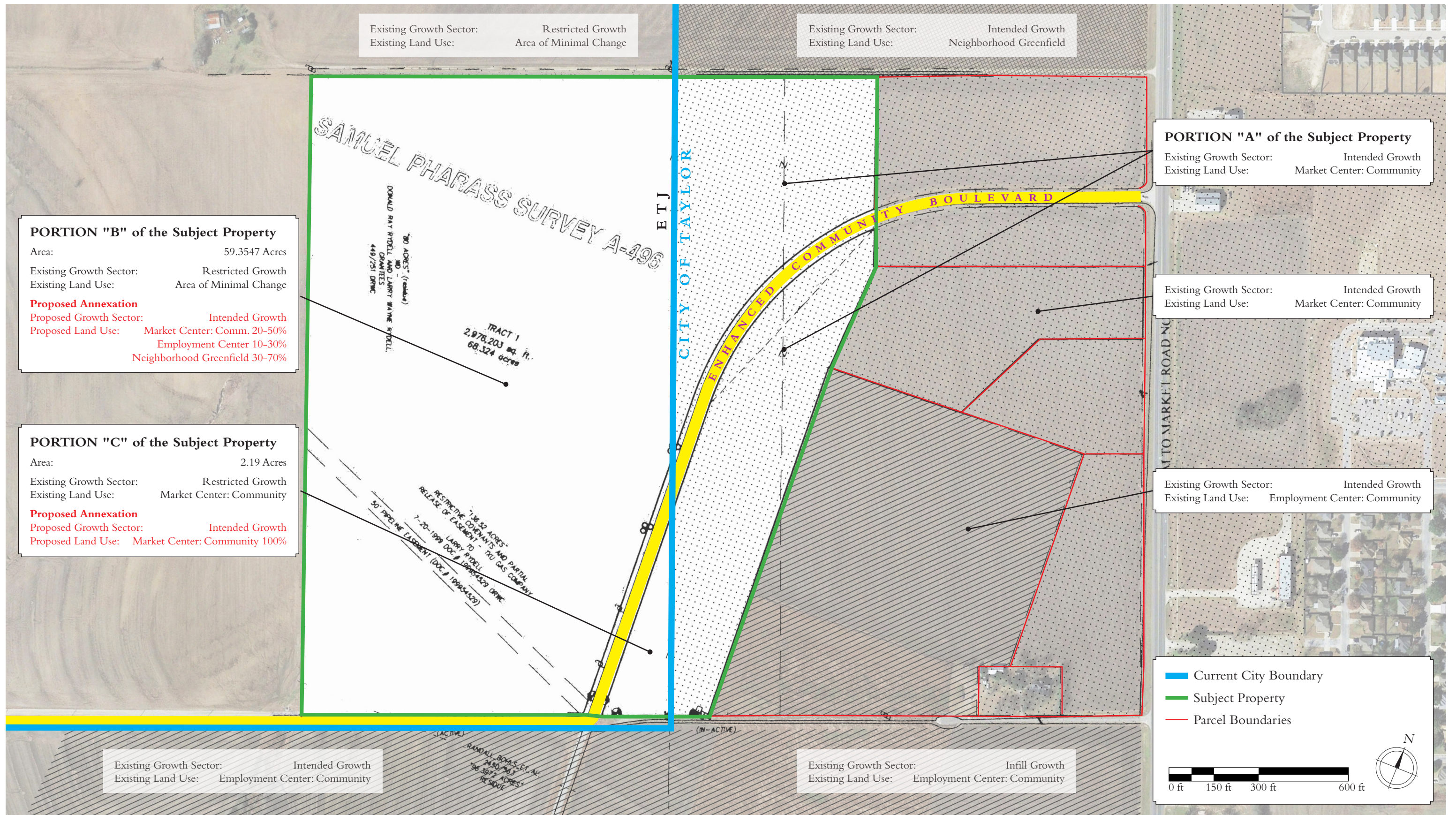
Should portions “B” and “C” of the subject property be annexed, and Land Use designations of Market Center: Community and Neighborhood Greenfield with a stipulation that the housing types be the “missing middle” types be applied, the question remains how much of portions “B” and “C” of the subject property would be assigned each of these land use designations? Exhibit A illustrates a proposal to allow a range of each of the required Land Use designations.

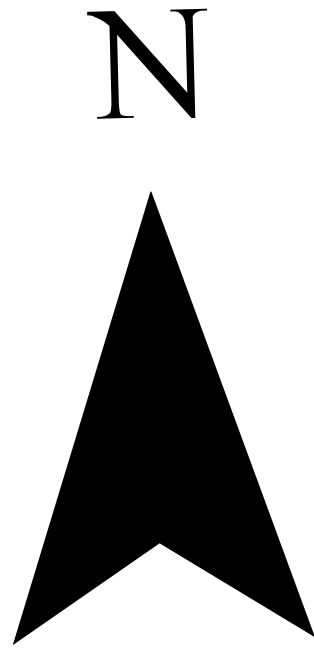
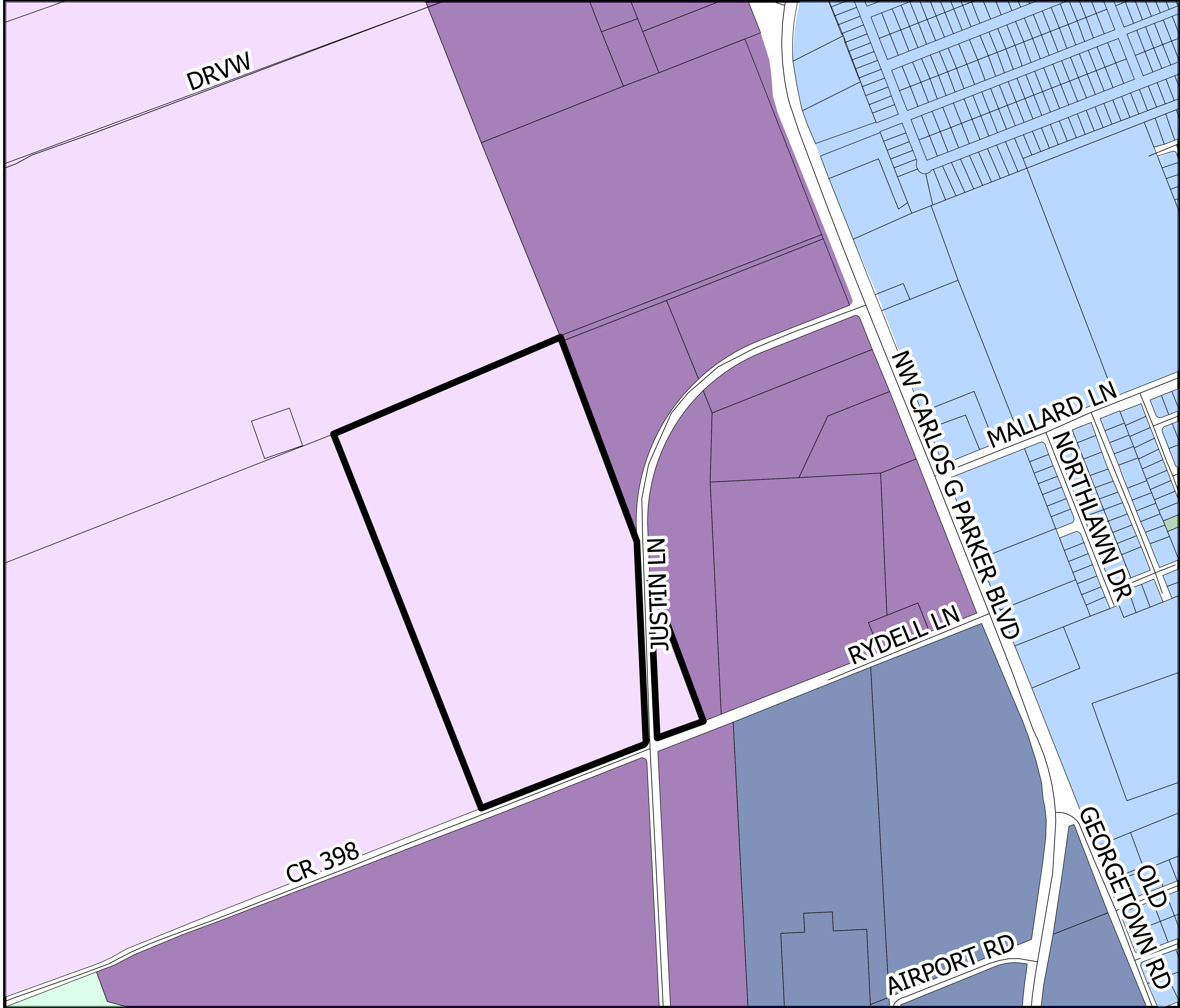
Annexation of portions “B” and “C” of the subject property and assignment of Land Use designations does not relieve portions “B” and “C” of the subject property from meeting the height and sound requirements dictated by the FAA due to proximity to the airport.

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Urban Design & Architecture

Use of some part(s) of the subject property to advance other objectives of the City's Comprehensive Plan, including its Parks and Recreation Master Plan, are to be expected as development of the property is considered in appropriate stages of development review.

Phasing requirements related to the Land Use designations may be applied at the time of rezoning.



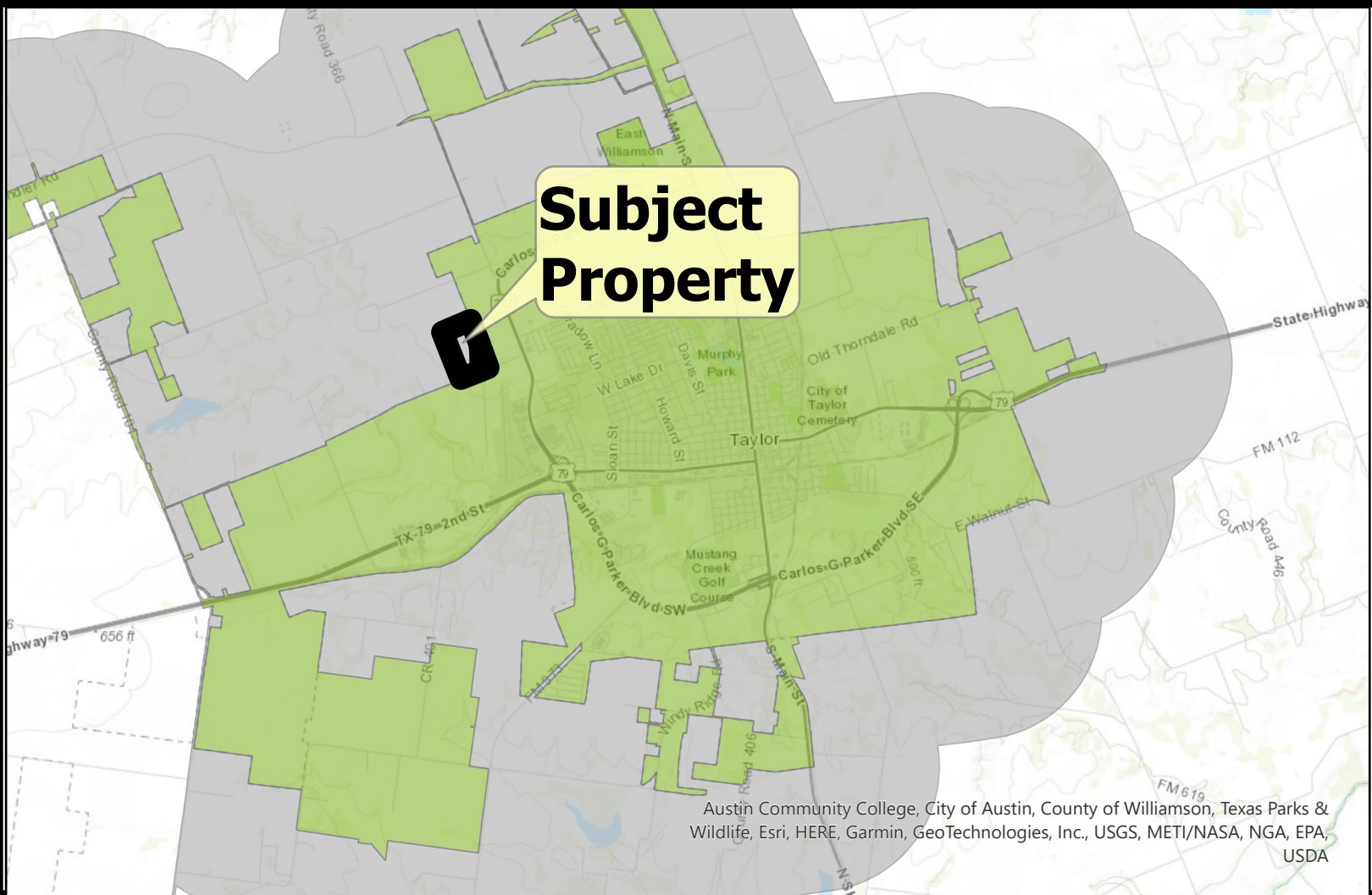


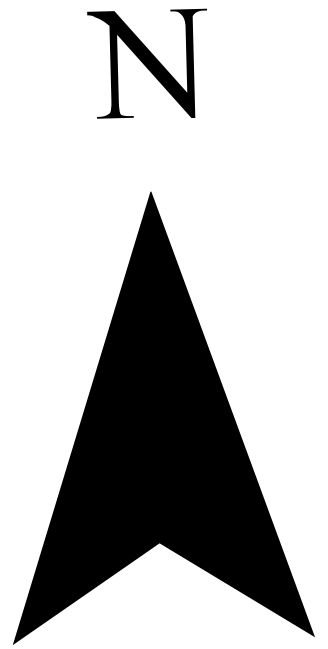
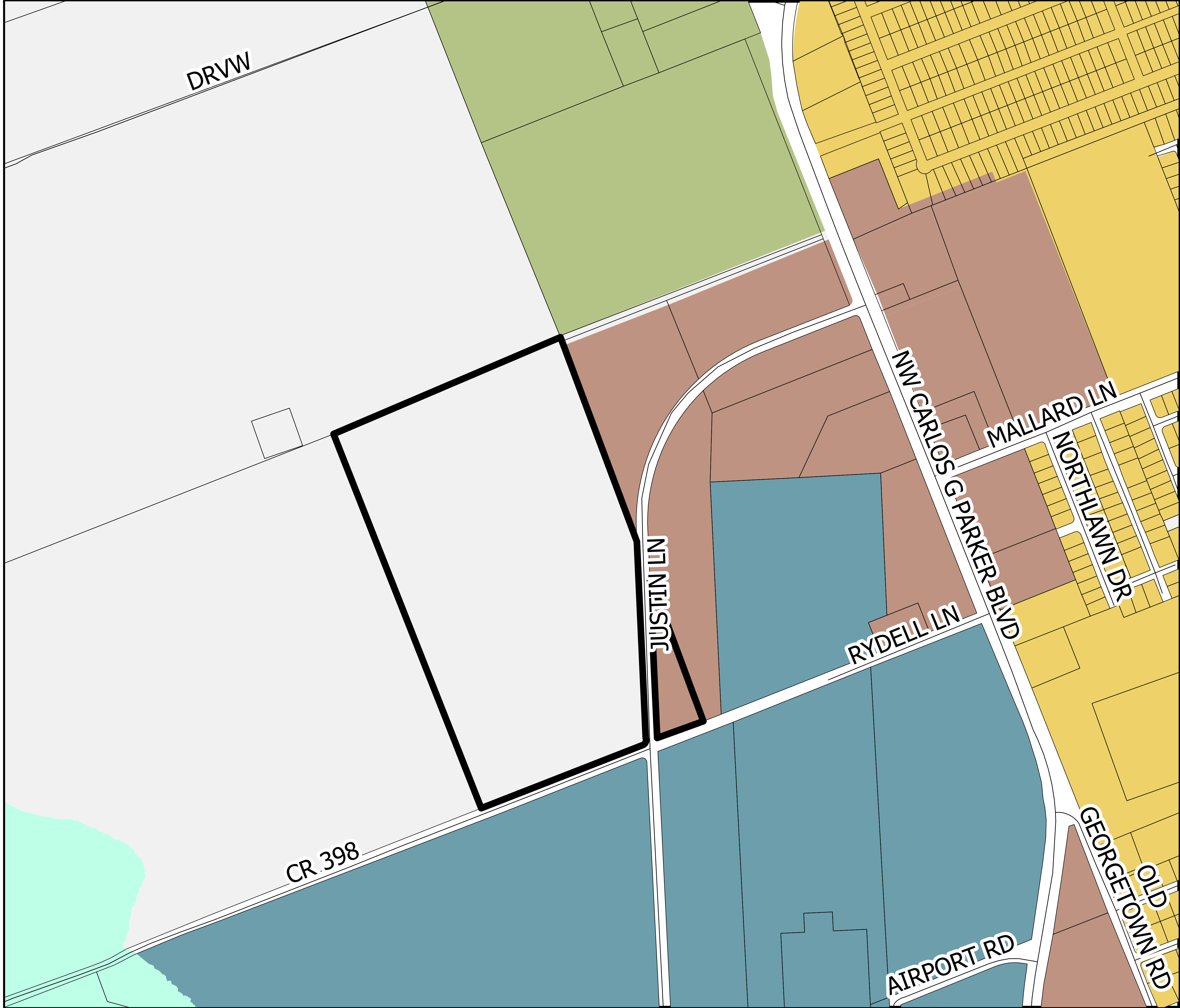
PZ-2022-1513

**Taylor Heights
Comprehensive Plan Amendment
Growth Sectors Map
Approximately 61.54 Acres**

Legend

- | | |
|--------------------------|----------------------------|
| Subject Property | Restricted Growth Sector |
| Parcels | Intended Growth Sector |
| Streets | Infill Neighborhood Sector |
| Growth Sector Map | Infill Growth Sector |
| Sector | Flood Plain |
| Preserved Open Sector | |



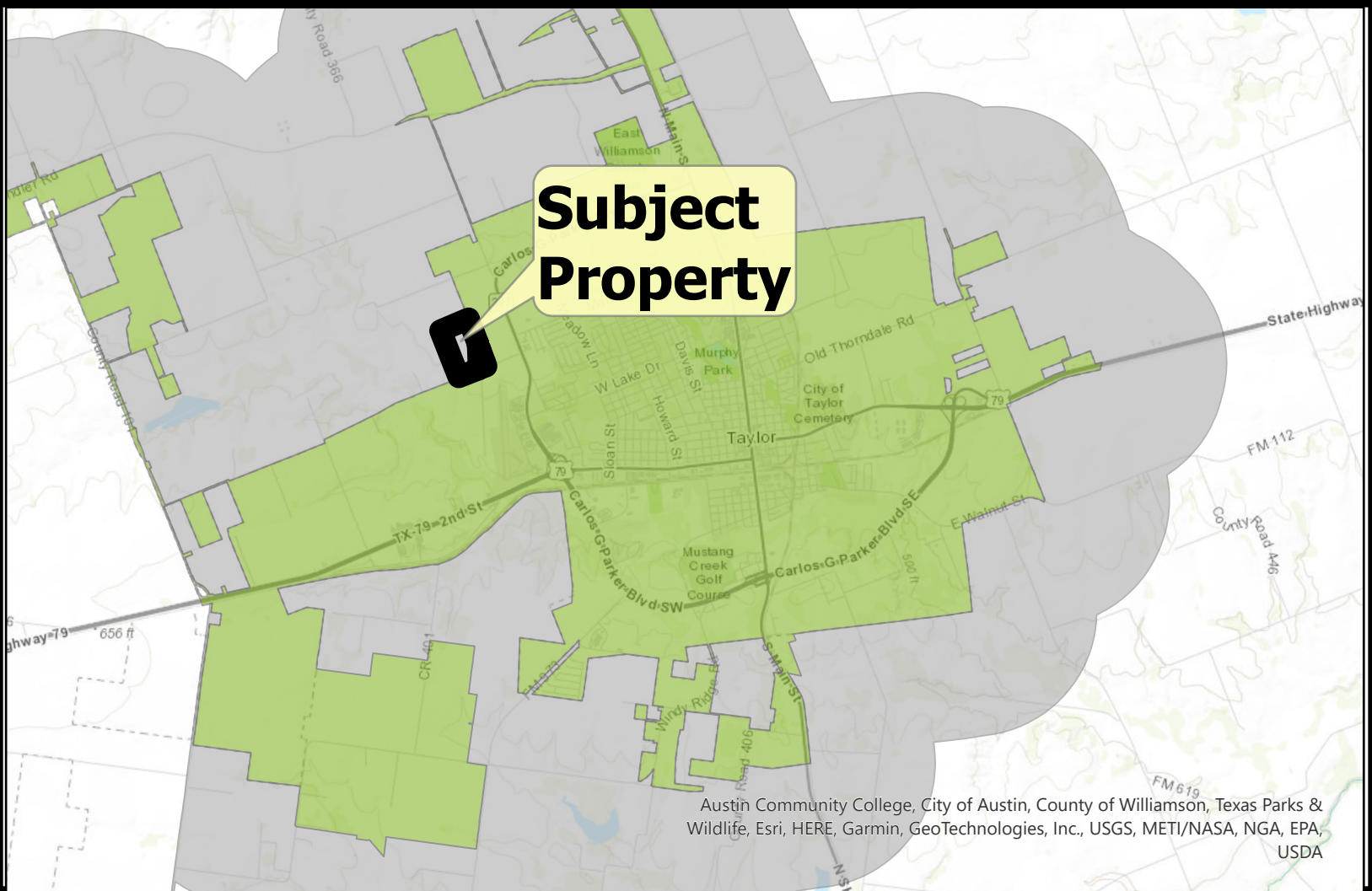


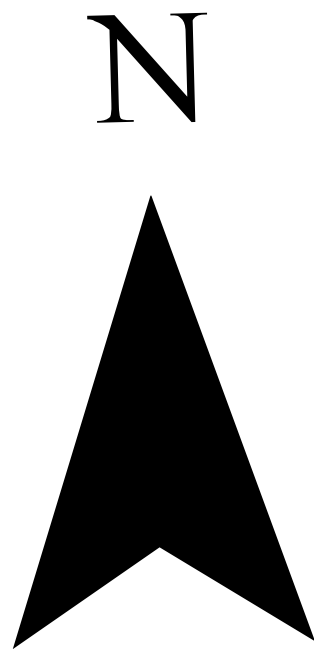
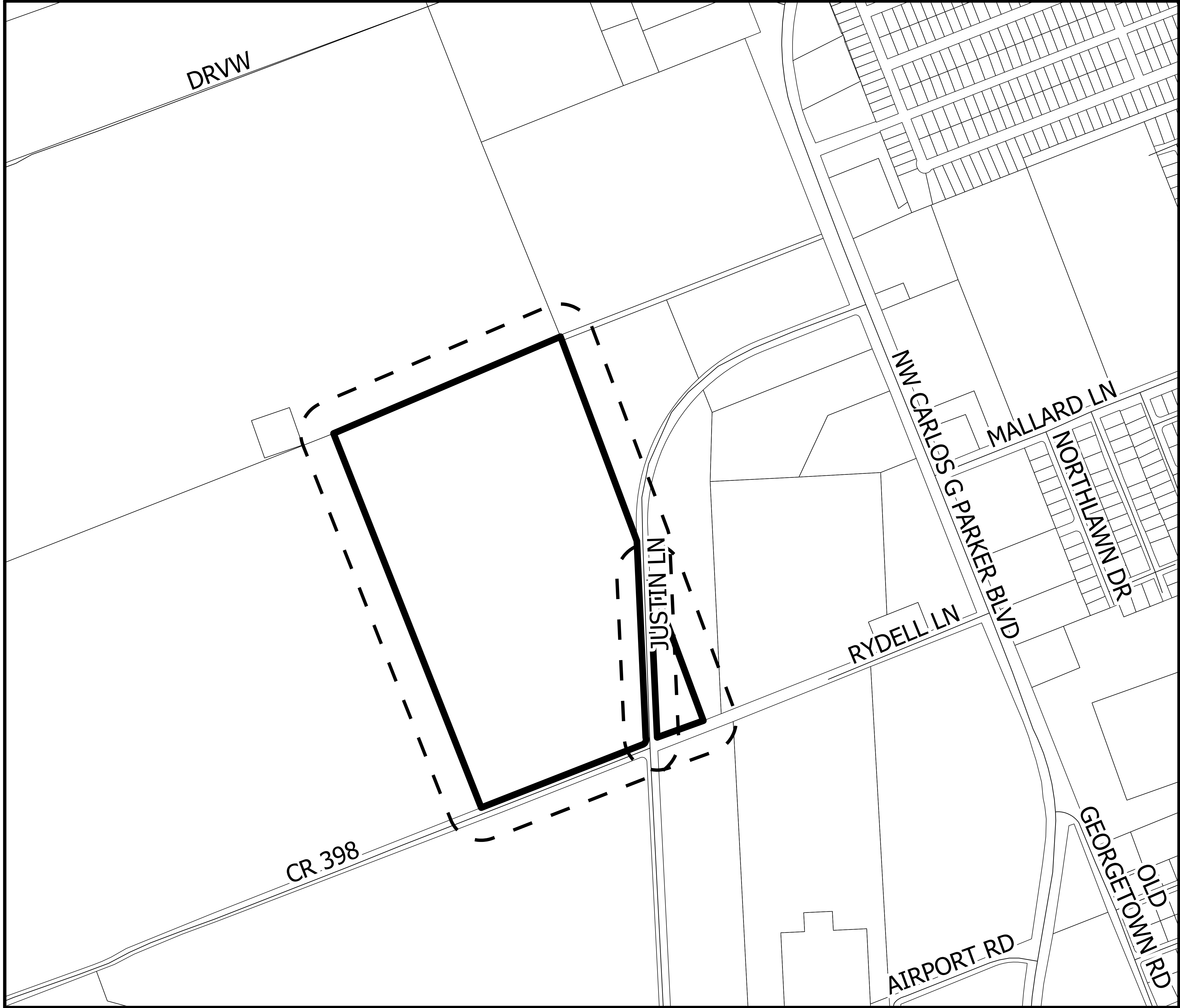
PZ-2022-1513

Taylor Heights
Comprehensive Plan Amendment
Future Land Use Map
Approximately 61.54 Acres

Legend

- Subject Property
- Parcels
- Streets
- Future Land Use Map
- Land Use
 - Area of Minimal Change
 - Neighborhood Greenfield
 - Neighborhood Infill
 - Employment Center: Regional
 - Market Center: Community
 - Open Space





PZ-2022-1513

Taylor Heights
Comprehensive Plan Amendment
Notice Area Map
Approximately 61.54 Acres

Legend

- Subject Property
- 200 ft. Buffer
- Parcels
- Streets

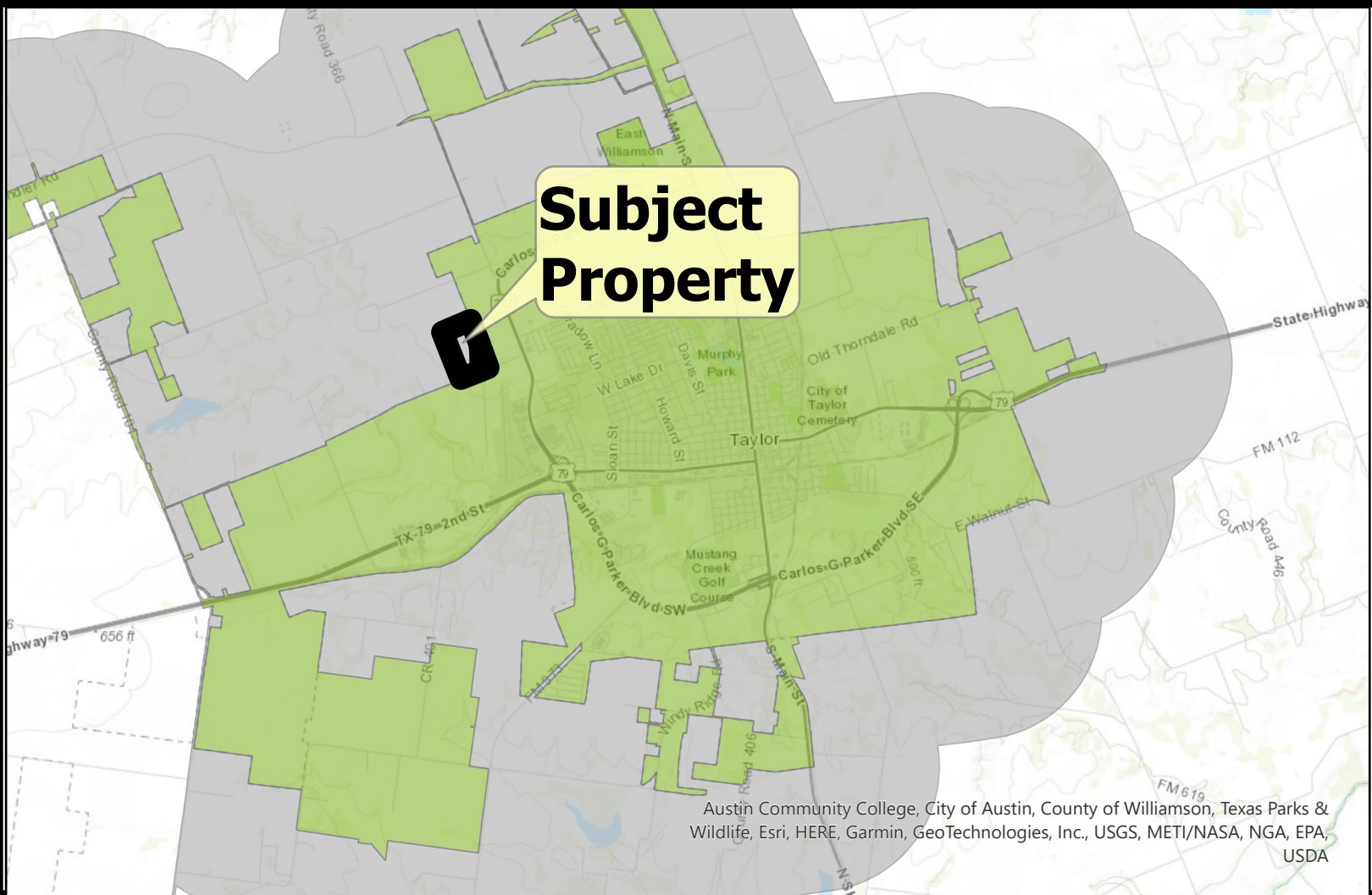


EXHIBIT A

EXHIBIT "A"

FIELD NOTE DESCRIPTION TRACT FOR A 67.616 ACRE TRACT OF LAND:

BEING A TRACT OR PARCEL OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS AND BEING OUT AND A PART OF THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING OUT AND A PART OF THAT SAME TRACT CONVEYED TO FAYE P. RYDELL AND DARLENE H. RYDELL IN A DEED RECORDED IN DOCUMENT NO. 2001041100, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 67.616 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod set on the northwest right-of-way line of County Road 398, for the east corner of a tract of land conveyed to Loretta Dube and Randy Thomas Ericson in deeds recorded in Document No. 2016010005, Document No. 2002059880, Volume 118, Page 15 and Volume 237, Page 336, Official Public Records and Deed Records, Williamson County, Texas, for the south corner and POINT OF BEGINNING of herein described tract:

THENCE with the southwest line of this tract and northwest line of the Loretta Dube and Randy Thomas Ericson Tract, North $21^{\circ}37'00''$ West a distance of 2,116.91 feet to an iron rod found on the southeast line of a tract of land conveyed to Walther Family Limited Partnership in a deed recorded in Document No. 2005069305, Official Public Records, Williamson County, Texas, for the west corner of this tract;

THENCE with the northwest line of this tract and the southeast line of the Walther Family Limited Partnership Tract, North $68^{\circ}23'00''$ East a distance of 1,890.25 feet to an iron set on the southeast line of a tract of land conveyed to D & L Lane Development, LLC., in a deed recorded in Document No. 2019043444, Official Public Records, Williamson County, Texas, for the west corner of a tract of land conveyed to David W. Staglik in a deed recorded in Document No. 2002060658, Official Public Records, Williamson County, Texas, and for the north corner of this tract;

THENCE with the northeast line of this tract and the southwest line of the David W. Staglik Tract, South $21^{\circ}36'36''$ East a distance of 444.19 feet to an iron rod set on the northwest right-of-way line of Justin Lane, for the northeast corner of this tract;

THENCE with the southeast line of this tract and the northwest right-of-way line of Justin Lane, the following three (3) calls:

1. Along a curve to the left, with a radius of 992.59 feet, an arc length of 780.80 feet, a chord bearing South $25^{\circ}35'14''$ West and a chord distance of 760.83 feet to an iron rod set;
2. Along a curve to the left, with a radius of 1161.73 feet, an arc length of 187.00 feet, a chord bearing South $00^{\circ}28'12''$ East and a chord distance of 186.80 feet to an iron rod set;
3. South $02^{\circ}50'27''$ East a distance of 1,056.08 feet to an iron rod set on the northwest right-of-way line of County Road 398, for the southeast corner of this tract;

THENCE with the southeast line of this tract and the northwest right-of-way line of County Road 398, South $69^{\circ}30'58''$ West a distance of 924.80 feet to the POINT OF BEGINNING, containing 67.616 acres of land, more or less.

EXHIBIT "B"

FIELD NOTE DESCRIPTION TRACT FOR A 10.913 ACRE TRACT OF LAND:

BEING A TRACT OR PARCEL OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS AND BEING OUT AND A PART OF THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING OUT AND A PART OF THAT SAME TRACT CONVEYED TO FAYE P. RYDELL AND DARLENE H. RYDELL IN A DEED RECORDED IN DOCUMENT NO. 2001041100, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 10.913 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found on the intersection of the northwest right-of-way line of County Road 398 and the east right-of-way line of Justin Lane, for the south corner and POINT OF BEGINNING of herein described tract;

THENCE with the west line of this tract and east right-of-way line of Justin Lane, the following three calls:

1. North $02^{\circ}51'04''$ West a distance of 1,073.74 feet to an iron rod set;
2. Along a curve to the right, with a radius of 1,282.10 feet, an arc length of 136.34 feet, a chord bearing North $00^{\circ}20'29''$ East and a chord distance of 136.28 feet to an iron rod set;
3. Along a curve to the right, with a radius of 1,166.15 feet, an arc length of 710.62 feet, a chord bearing North $24^{\circ}41'00''$ East and a chord distance of 699.68 feet to an iron rod set for the west corner of a tract of land conveyed to David Staglik in a deed recorded in Document No. 2005028188, Official Public Records, Williamson County, Texas, and for the north corner of this tract;

THENCE with the northeast line of this tract and the southwest line of the David Staglik Tract, South $21^{\circ}41'17''$ East a distance of 127.12 feet to an iron rod set for the northwest corner of a tract of land conveyed to David W. Staglik and Rebecca Lynn Staglik in a deed recorded in Document No. 2011007426, Official Public Records, Williamson County, Texas, for a property corner on the east line of this tract;

THENCE with the east line of this tract and the west line of the David W. Staglik and Rebecca Lynn Staglik Tract, South $01^{\circ}52'45''$ West a distance of 367.55 feet to an iron set for the northwest corner of a tract of land conveyed to City of Taylor in a deed recorded in Document No. 2008084719, Official Public Records, Williamson County, Texas, for a property corner on the east line of this tract;

THENCE with the east line of this tract and the west line of the City of Taylor Tract, South $01^{\circ}24'06''$ West a distance of 1,268.38 feet to an iron rod set on the northwest right-of-way line of Justin Lane, for the southeast corner of this tract;

THENCE with the southeast line of this tract and the northwest right-of-way line of County Road 398, South $69^{\circ}30'58''$ West a distance of 259.92 feet to the POINT OF BEGINNING, containing 10.913 acres of land, more or less.

RETURN TO
Longhorn Title Co.

RECORDERS MEMORANDUM

COPY

All or parts of the text on this page was not
adequately legible for satisfactory reproduction

ORDINANCE NO. 2022-28

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP AND GROWTH SECTORS MAP TO CHANGE THE FUTURE LAND USE DESIGNATION FOR PROPERTY R0196017 FROM AREA OF MINIMAL CHANGE TO A COMBINATION OF NEIGHBORHOOD: GREENFIELD, MARKET CENTER: COMMUNITY, AND EMPLOYMENT CENTER: COMMUNITY AND TO CHANGE THE GROWTH SECTORS MAP FOR PROPERTY R019617 AND R406296 FROM RESTRICTED GROWTH SECTOR TO INTENDED GROWTH SECTOR ON APPROXIMATELY 61.54 ACRES OF LAND PART OF AND OUT OF THE SAMUEL PHARRASS SURVEY ABSTRACT NO. 496, TAYLOR, WILLIAMSON COUNTY, TEXAS. PROVIDING FOR THE AMENDMENT OF THE PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE;

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

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

WHEREAS, the Planning and Zoning Commission held a public hearing on July 12, 2022, reviewed the amendments, and recommended that the City Council adopt the amendments to the Comprehensive Plan; and

WHEREAS, the City Council held a public hearing on July 28, 2022, at which the public was given the opportunity to give testimony and present written evidence; and

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

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

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

Section 2. Property. The property, legally described in **Exhibit “A”** attached hereto

and incorporated by reference herein for all purposes (“Property”), that is the subject to the Future Land Use and Growth Sectors redesignation is generally located North of the end of Rydell Land and the beginning of County Road 398, legally described as approximately 61.54 acres of land part of and out of the Samuel Pharrass Survey Abstract No. 496, more particularly described by Williamson Central Appraisal District parcels R019617 and R406296, Taylor, Williamson County, Texas.

Section 3. Growth Sectors Map. The Growth Sectors designation for both properties (R019617 and R406296) shall be changed from “Restricted Growth” to “Intended Growth” as shown in **Exhibit “B”** attached hereto and incorporated herein for all purposes.

Section 4. Future Land Use Map. The Future Land Use designation of the property (R406296) shall be changed from “Area of Minimal Change” to a combination of “Neighborhood Greenfield”, “Market Center: Community”, and “Employment Center: Community” as shown in **Exhibit “C”** attached hereto and incorporated herein for all purposes. The land use category boundaries are illustrative in nature and do not represent zoning district boundaries.

Section 5. Savings Clause. All rights and remedies of the City of Taylor are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning, platting, or the comprehensive plan within the City’s jurisdiction which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

Section 7. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 8. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code.*

PASSED, APPROVED, AND ADOPTED on the ____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2022-13, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2022.

Dianna McLean
City Clerk

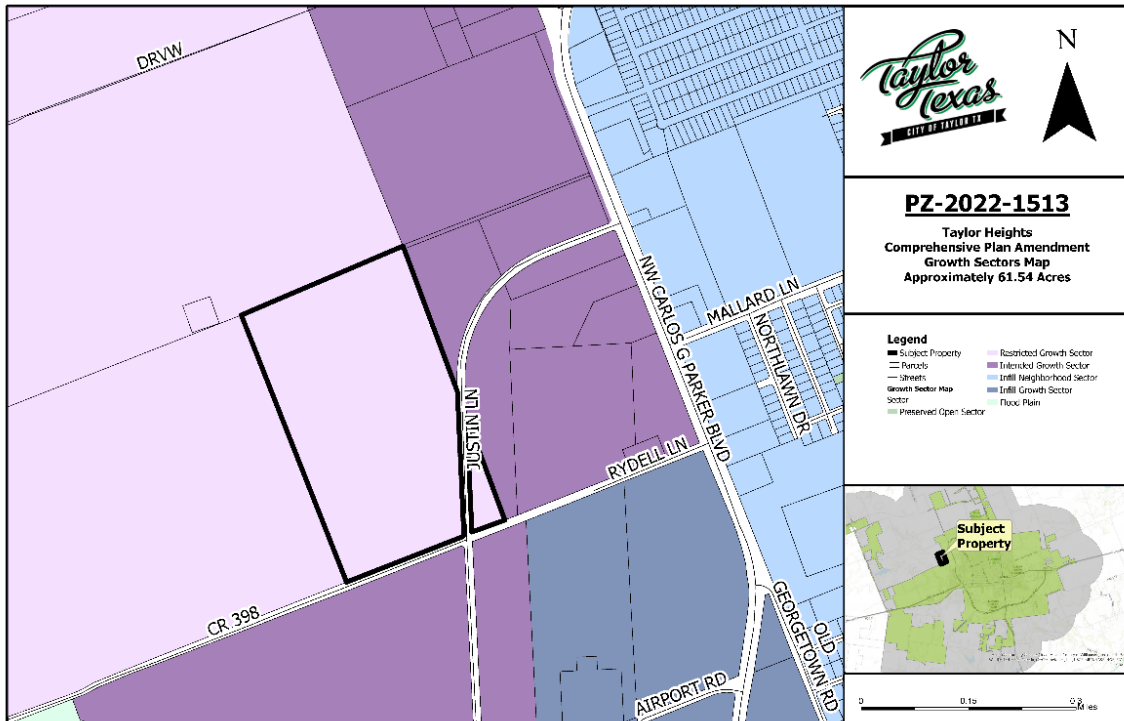
PZ-2022-1513

Taylor Heights Comprehensive Plan Amendment

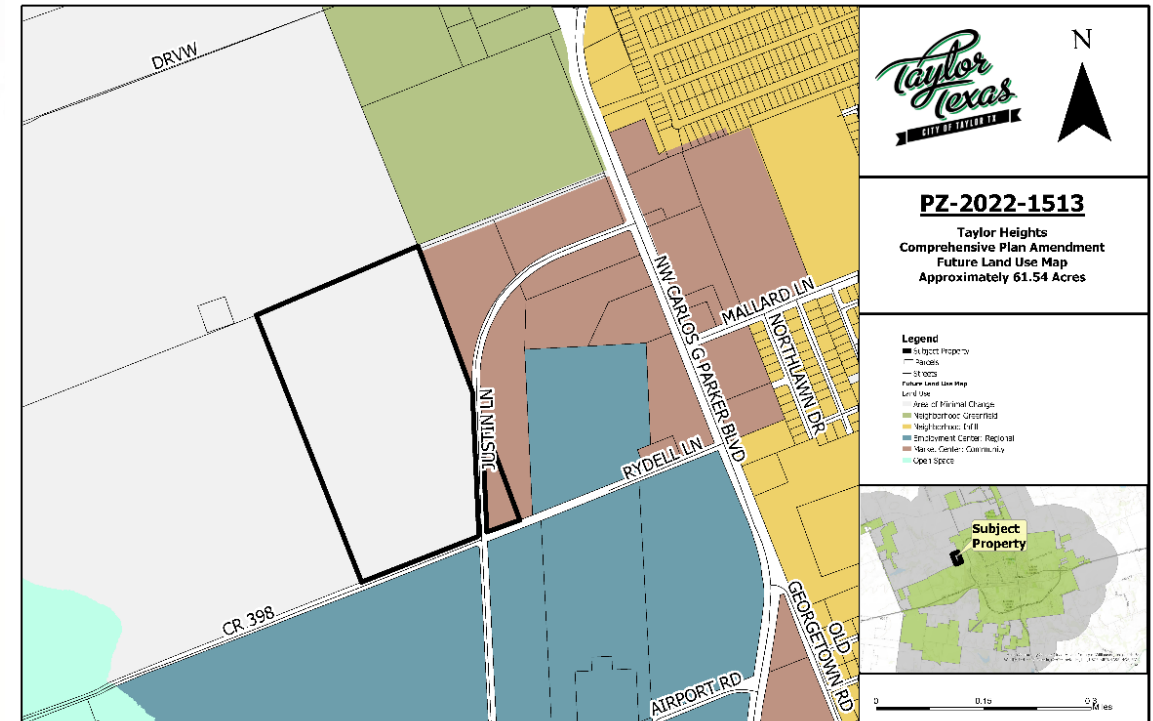
Location Map



Existing Growth Sectors & Future Land Use Maps

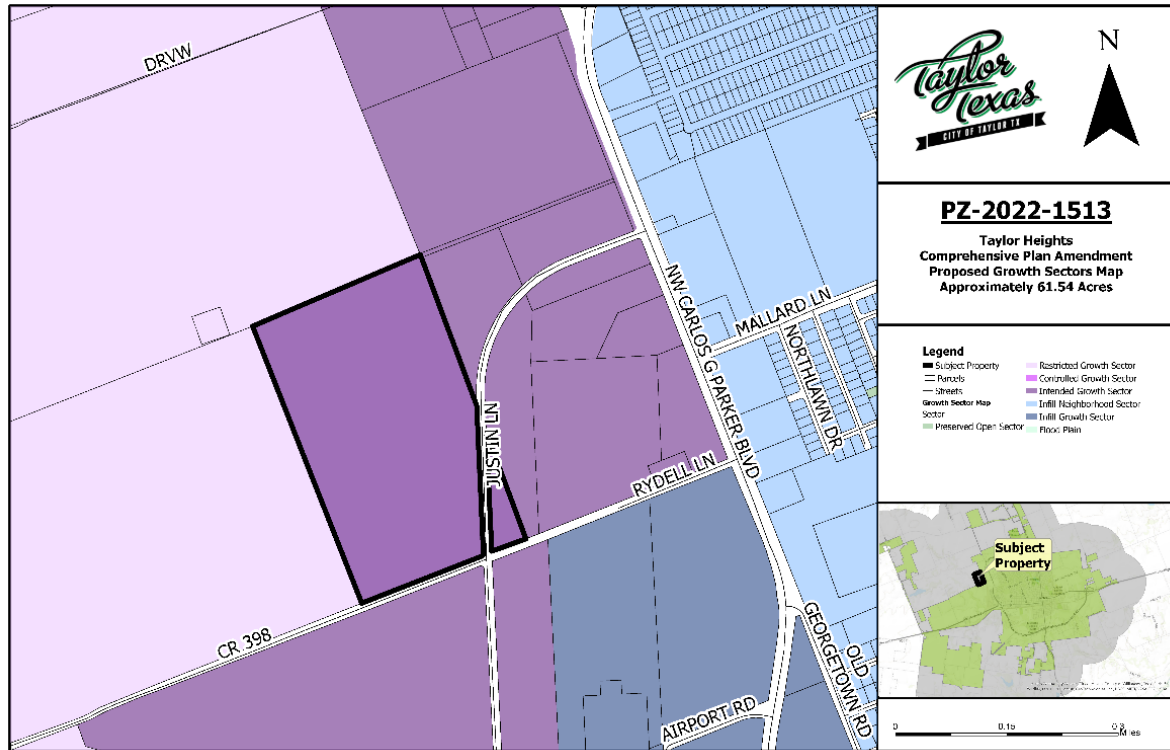


Restricted Growth Sector

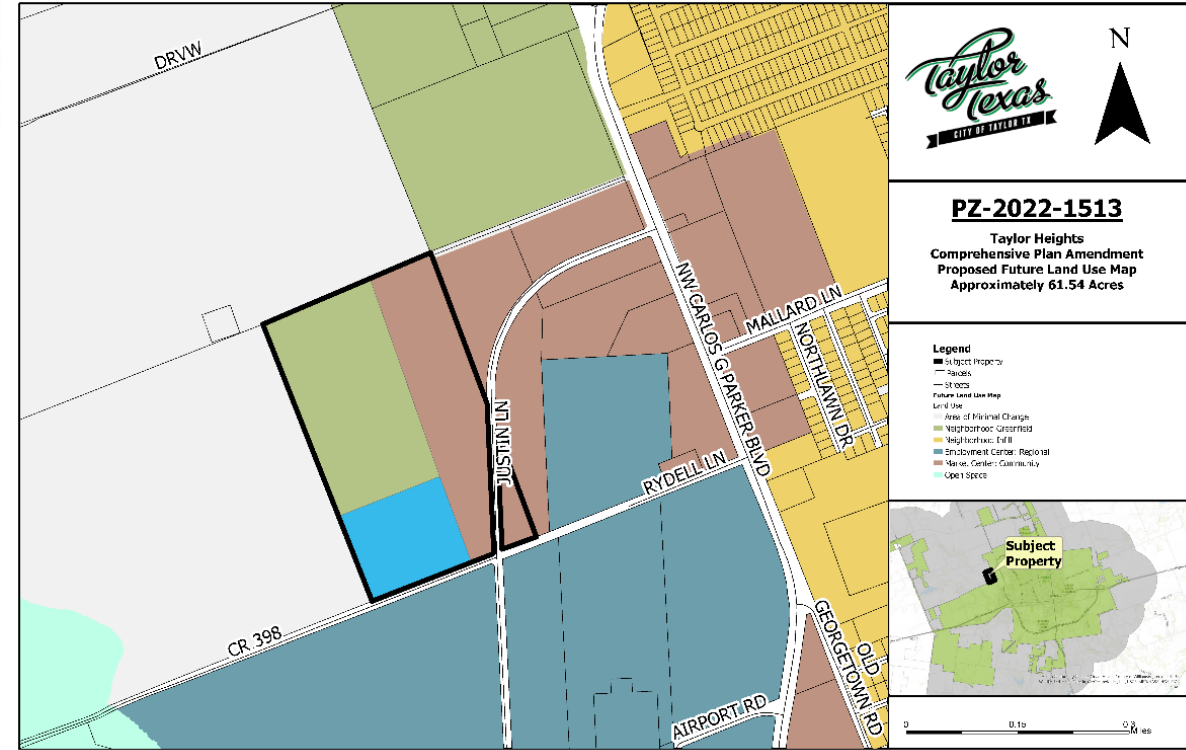


Area of Minimal Change &
Market Center: Community

Proposed Growth Sectors & Future Land Use Maps

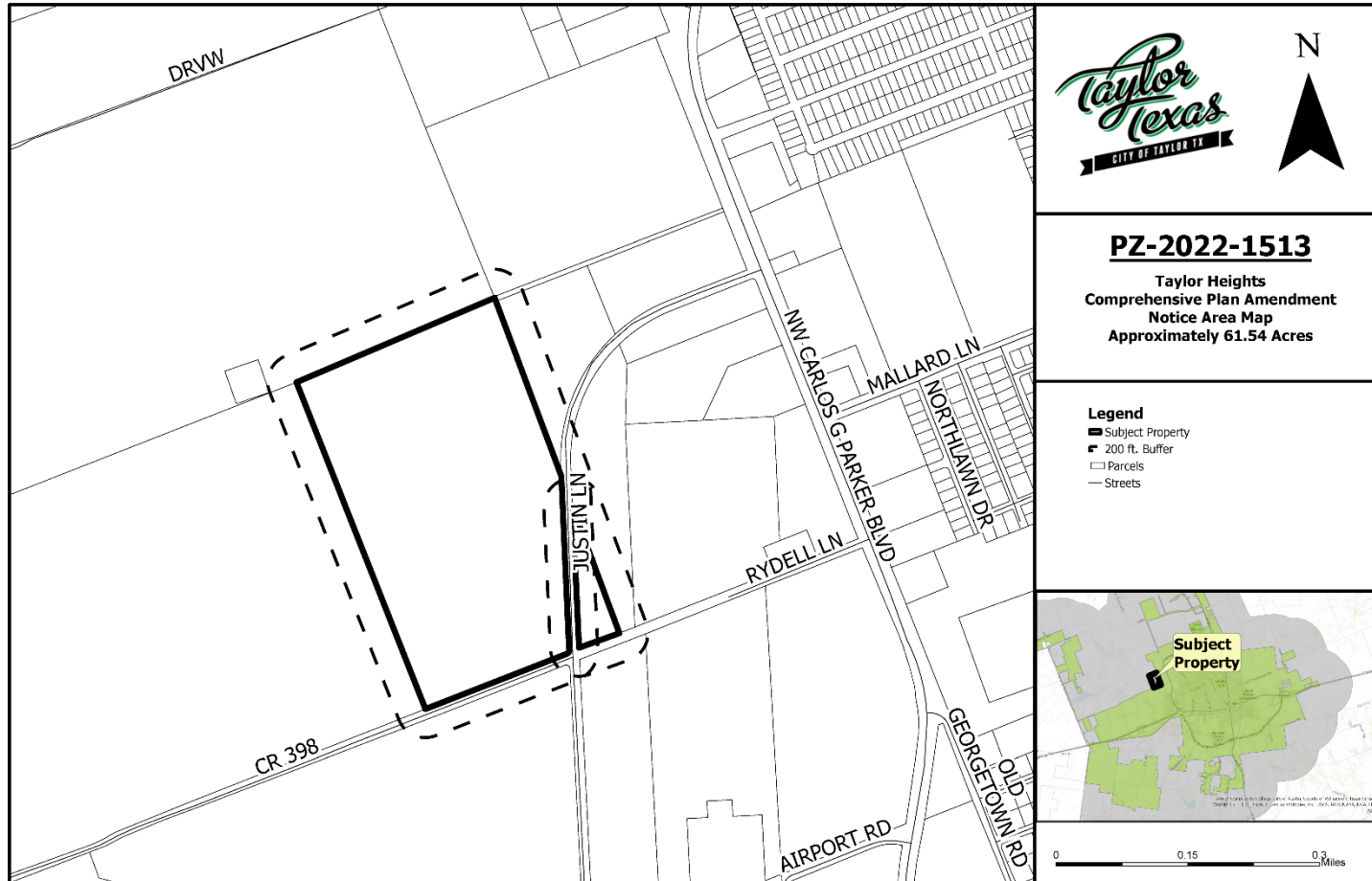


Intended Growth Sector



Nighborhood Greenfield,
Market Center: Community, and
Employment Center: Community

Notice Area Map



- 7 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

Recommendation

On July 12, 2022, the Planning and Zoning Commission recommended approval of the proposed Comprehensive Plan amendment request as it meets the intent of the Comprehensive Plan.



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 17
Agenda Title: Update on 2021/2022 Waste Connections Sanitation Program

Council Action to be taken: Accept Update

Department Submitted: Public Works

Staff Contact: Jim Gray, Public Works Director

1. PURPOSE/DESCRIPTION

John Harris and Chris Kjar from Waste Connections will provide Council with an update of the Waste Connections Sanitation Program.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Waste Connections works with the community on our residential weekly solid waste collection and our biweekly residential recycling collection. They provide 4- and 6-yard dumpsters as well as 20-40 yard open top containers for commercial solid waste collection in the City. Waste Connections had over 400,000 contacts with City of Taylor curbside services last year.

They also provide the City six residential rear load trucks and 13 employees' free of charge for the yearly City Wide Clean Up Day.

This year they also donated \$10,000 to the Percussion Playground in Murphy Park.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provide the Council with an update on our Waste Collection this year. •	• NA

4. RECOMMENDATION

Staff recommends Council accept the Update

5. FUNDING SOURCE

Fees

6. TIMELINE

2021-22 Solid Waste activities.

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

Reject the report

8. ATTACHMENTS

17a. [PowerPoint presentation](#)



WASTE CONNECTIONS OF TEXAS
Connect with the Future®



PARTNERING WITH CITY OF TAYLOR
SOLID WASTE & RECYCLING
JULY 28, 2022



CELEBRATING OUR 20TH YEAR IN PARTNERSHIP WITH TAYLOR

- **Waste Connections Lone Star, Inc.**
 - *fka IESI TX, Progressive Waste Solutions*
- Started Service February 1, 2003
- Current Agreement Effective February 1, 2018
 - Residential Services:
 - Trash: Weekly 95-gallon Cart + 5 Cubic Yards
 - *Recycle: Biweekly 95-Gallon cart
 - Commercial & Roll Off Dumpster Services
 - Annual Cleanup Events: Twice Annually

***Residential recycling added in 2018,
includes commercial multi-family properties**



TAYLOR SOLID WASTE: BY THE NUMBERS

Residential Trash – 671 tons/mo. (-5)

- 8,047 annual tons

Residential Recycling – 146 tons/mo. (+19)

- 1,747 annual tons

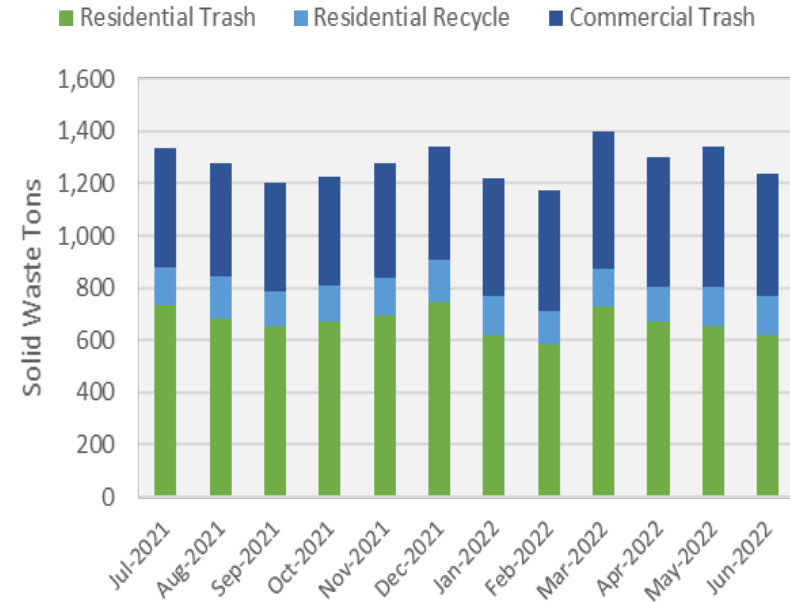
Commercial Trash – 465 tons/mo. (0)

- 5,579 annual tons

Total > 15,000 Annual Tons

5,800+ Residential Units

443,898 Annual Curbside Services





City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 18

Agenda Title: **Consider Ordinance 2022-30 Authorizing The Issuance Of The City Of Taylor, Texas Limited Tax Note, Series 2022; Approving A Paying Agent/Registrar Agreement, Prescribing The Form Of The Note; Levying An Ad Valorem Tax To Pay The Note; Awarding The Sale Thereof; And Enacting Other Provisions Relating Thereto.**

Council Action to be taken: Approve Ordinance 2022-30

Department Submitted: Finance

Staff Contact: Jeffery Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

This ordinance is required to authorize the City to issue the Limited Tax Note, Series 2022.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

This is the first and final reading of this ordinance required under Texas Government Code 1201.028, as amended. Approval of the ordinance can occur after the reading and at the same meeting. The City has issued debt in the past using the same procedure.

The Tax Note will be priced by our financial advisor through a bank placement on the morning of July 28th. The bid summary and final numbers from the sale will be announced at this City Council meeting. Jennifer Ritter of Specialized Public Finance will attend the meeting to discuss the bids with Council.

Funds will be used for improvements to the Doris Roznovak Aquatic Center (formerly the Murphy Park pool).

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Debt issuances provides immediate funding for projects and equipment purchases that would otherwise require many years to complete if paid for as you go. • Debt issuances accelerates the project completion schedule and allows for project cost savings by completing a project in whole, and at one time, versus multiple stages as would be required if paid as you go.	• Debt needs to be repaid and the tax rate is the primary source of funding for debt payments. • Debt issuance costs that would not occur in a cash funded/pay as you go project will add to the total cost.

4. RECOMMENDATION

Staff recommends Council approve Ordinance 2022-30.

5. FUNDING SOURCE

N/A

6. TIMELINE

Immediate consideration and approval are required to ensure timely closing and delivery of the debt issuance.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

18a. [Ordinance 2022-30](#)

18b. Debt Issue PowerPoint Presentation (provided by Jennifer Ritter at meeting)

ORDINANCE NO. 2022-30

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TAYLOR,
TEXAS LIMITED TAX NOTE, SERIES 2022; APPROVING A PAYING
AGENT/REGISTRAR AGREEMENT; PRESCRIBING THE FORM OF THE NOTE;
LEVYING AN AD VALOREM TAX TO PAY THE NOTE; AWARDED THE SALE
THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO**

Adopted July 28, 2022

Ordinance No. 2022-30

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF TAYLOR,
TEXAS LIMITED TAX NOTE, SERIES 2022; APPROVING A PAYING
AGENT/REGISTRAR AGREEMENT; PRESCRIBING THE FORM OF THE NOTE;
LEVYING AN AD VALOREM TAX TO PAY THE NOTE; AWARDING THE SALE
THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO**

THE STATE OF TEXAS	§
COUNTY OF WILLIAMSON	§
CITY OF TAYLOR	§

WHEREAS, the City Council of the City of Taylor, Texas (the "City") deems it advisable to issue tax notes (the "Notes") for the purpose of (i) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping City parks, including the Murphy Park pool and (ii) paying the costs of issuing the Note; and

WHEREAS, the Notes hereinafter authorized and designated are to be issued and delivered pursuant Chapter 1431, Texas Government Code, as amended; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Notes be issued.

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

Section 1. RECITALS, AMOUNT, PURPOSE OF THE NOTES AND DEFINITIONS.

(a) Recitals and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Notes of the City of Taylor, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of \$5,325,000 (the "Notes") for the purpose of (i) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping City parks, including the Murphy Park pool and (ii) paying the costs of issuing the Note.

(b) Definitions. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit A to this Ordinance have the meanings assigned to them in Exhibit A.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITY OF NOTES. The Note shall have the Dated Date of August 25, 2022, shall be in fully registered form, without coupons, and initially there shall be issued, sold, and delivered

hereunder one fully registered Note, in the denomination of \$5,325,000, numbered R-1 with notes issued in replacement thereof being in a like denomination and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee or assignees of the Note or any portion or portions thereof (in each case, the "Registered Owner"), and the Note shall mature and be payable in annual installments as set forth in the FORM OF NOTE set forth in this Ordinance. The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and all substitute notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto.

Section 3. INTEREST. The Note shall bear interest on the unpaid balance of the principal amount thereof from the Dated Date to the date of maturity or redemption prior to maturity at the respective rates for each outstanding principal installment as set forth in the FORM OF NOTE contained in this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE NOTE. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at _____, in _____, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Note (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note or Notes. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Note and Note surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Note in the manner prescribed herein, and said Note shall be printed or typed on paper of customary weight and strength. Pursuant

to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Note and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Note, and of all conversions and exchanges of the Note, and all replacements of the Note, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Registered Owners thereof, (ii) may be converted and exchanged for other Note, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Note shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owner of the Note that at all times while the Note is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar

designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

Section 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Note, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF NOTE

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF TAYLOR, TEXAS LIMITED TAX NOTE SERIES 2022	PRINCIPAL AMOUNT \$_____,000
---------------	--	---

DATED DATE: **AUGUST 25, 2022**

REGISTERED OWNER:

PRINCIPAL AMOUNT: **THOUSAND DOLLARS**

INTEREST RATE: _____

MATURITY DATE: _____, 20__

TAYLOR, TEXAS (the "City"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Dated Date set forth above (calculated on the basis of a 360-day year of twelve 30-day months), on the balance of said principal amount from time to time remaining unpaid, at the applicable rates per annum for each outstanding principal installment as set forth below on each February 15 and August 15 of each year commencing February 15, 2023. The principal of this Note shall be paid in installments on each February 1 in the years and in the amounts and bearing interest at the respective per annum rates, all as set forth above.

THE PRINCIPAL OF AND INTEREST ON the Notes are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity, at _____, which is the "Paying Agent/Registrar" for this Note at its designated office in

_____, Texas (the "Designated Payment/Transfer Office). The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Note (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Note that on or before each principal payment date, interest payment date, and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated August 25, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$5,325,000, for the purpose of: (i) constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping City parks, including the Murphy Park pool and (ii) paying the costs of issuing the Note.

THE NOTES are [ADD REDEMPTION FEATURE AS DETERMINED AT PRICING].

WHENEVER the beneficial ownership of this Note is determined by a book entry at a securities depository for the Notes, the foregoing requirements of holding, delivering or transferring this Note shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Notes is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Notes.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Note and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Note to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Note.

City Secretary, City of Taylor, Texas

Mayor, City of Taylor, Texas

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Note is not accompanied by
an executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Ordinance described in the text of this Note; and that this Note has been issued in conversion or replacement of, or in exchange for, a Note, Notes, or a portion of a Note or Notes of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

_____,
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF PAYMENT RECORD

PAYMENT RECORD

<u>Date of Payment</u>	<u>Principal Payment (amount and installment(s) to which payment is applied)</u>	<u>Remaining Principal Balance</u>	<u>Name and Title of Authorized Officer making Entry</u>	<u>Signature of Authorized Officer</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Note. All ad valorem taxes levied and collected for and on account of said Notes shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Notes are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay

the interest on said Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Notes as such principal matures (but never less than 2% of the original principal amount of said Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Notes shall be deposited in the Interest and Sinking Fund and used to pay interest on the Notes.

Section 7. ESTABLISHMENT OF PROJECT FUND. (a) Project Fund. The City's Tax Notes Series 2022 Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Notes, including any premium, but excluding accrued interest, shall be deposited into the Project Fund.

(b) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Notes will be used as soon as practicable for the purposes for which the Notes are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested as permitted by the Texas Public Funds Investment Act, as amended.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with the Note proceeds for the purpose for which the Notes are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Notes; provided, however, that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on note proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Notes from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(f) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Notes the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. DEFEASANCE OF NOTES. (a) The Notes and the interest thereon shall be deemed to be paid, retired and no longer outstanding ("Defeased Notes") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Notes, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Notes shall have become due and payable or (3) any combination of (1) and (2). At such time as Notes shall be deemed to be a Defeased Notes hereunder, as aforesaid, such Notes and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of Notes as aforesaid when proper notice of redemption of such Notes shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may, at the discretion of the City Council, also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Notes and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Notes and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the

particular Notes and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Notes shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Notes the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of the Notes and the Notes shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of the Notes affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Notes to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Notes for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Notes for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Notes as though it was being defeased at the time of the exercise of the option to redeem the Defeased Notes and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Notes.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES.

(a) Replacement Note. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Note, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or

mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Notes duly issued under this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 9(a) of this Ordinance for Note issued in conversion and exchange for other Note.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.

The Mayor of the City is hereby authorized to have control of the Notes issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Notes attached to the Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Note. The approving legal opinion of the City's Bond Counsel may, at the option of the City, be printed on the Note issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Note. In addition, if bond insurance is obtained, the Note may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Notes as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts,

whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with --

(A) proceeds of the Notes invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Notes are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Notes;

(7) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Notes. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Notes, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, Notes or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Notes, or (2) the date the Notes is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails

to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 12. SALE OF NOTES. The Note is hereby sold and shall be delivered to _____ (the "Purchaser"), for cash for a price of \$_____ pursuant to and in accordance with the terms and provisions of the purchase and investment letter (the "Investment Letter") relating to the Note and dated the date of the adoption of this Ordinance, in substantially the form attached hereto as Exhibit B. The Note shall initially be registered in the name of the Purchaser.

In consultation with, and reliance upon the advice of the financial advisor for the City, the City Council hereby finds the terms and sale of the Notes are the most advantageous reasonably available on the date and time of the pricing of the Notes given the then existing market conditions and the stated terms of sale on such date and time and accordingly that such terms are in the best interest of the City.

Section 13. NO CONTINUING DISCLOSURE UNDERTAKING. The placement of the Note is exempt from SEC Rule 15c2-12; however, the City will provide for the benefit of the purchaser of the Note the City's most current audited financial information upon written request.

Section 14. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially

adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Notes, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Notes aggregating in principal amount 51% of the aggregate principal amount of then outstanding Notes that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Notes, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Notes so as to:

- (1) Make any change in the maturity of any of the outstanding Notes;
- (2) Reduce the rate of interest borne by any of the outstanding Notes;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Notes;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Notes or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Notes necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Notes a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Notes.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Notes then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such

amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Notes shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Notes then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 15. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Notes, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Notes then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be

in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit C is a substantially final form of Paying Agent/Registrar Agreement. Each of the Mayor, the City Manager and the Director of Finance are hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement.

Section 17. NO PERSONAL LIABILITY. No covenant or agreement contained in the Notes, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Notes shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Notes.

Section 18. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note, the initial sale and delivery of the Note, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Note, the City Manager or Assistant City Manager are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and

approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Note by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Note and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Note.

Section 20. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 21. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Note, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Note.

Section 22. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 23. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 24. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 25. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Note and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 27. REIMBURSEMENT. The City expects to pay expenditures in connection with the purposes set forth in the Section 1 of this Ordinance prior to the issuance of the Notes. The City finds, considers and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues Notes to accomplish the purposes set forth in Section 1 of this Ordinance. All costs to be reimbursed pursuant hereto will be capital expenditures. No Notes will be issued by the City in furtherance of this Ordinance after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service. The foregoing notwithstanding, no Notes will be issued pursuant to this Ordinance more than three years after the date any expenditure which is to be reimbursed is paid.

Section 28. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Notes or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Notes.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed,
approved and effective on this 28th day of July, 2022.

Mayor
City of Taylor, Texas

ATTEST:

City Secretary
City of Taylor, Texas

EXHIBIT A

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Notes and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Notes.

"*Note Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy for the Notes or any other entity that insures or guarantees the payment of principal and interest on any Notes.

"*Book-Entry-Only System*" means the book-entry system of note registration provided in Section 3, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" and "*Issuer*" mean the City of Taylor, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Notes.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Notes.

"*Depository*" means one or more official depository banks of the City.

"*DTC*" means The Depository Trust Company, New York, New York and its successors and assigns.

"*DTC Participant*" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"*Fiscal Year*" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"*Holder*," "*Holders*," "*Owners*" or "*Registered Owners*" means any person or entity in whose name a Note is registered in the Security Register.

"*Initial Note*" means the Note authorized, issued, and initially delivered as provided in Section 3 of this Ordinance.

"*Insurance Policy*" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Notes when due.

"*Interest and Sinking Fund*" means the special fund maintained by the provisions of Section 5 of this Ordinance.

"*Interest Payment Date*" means a date on which interest on the Notes is due and payable.

"*Issuance Date*" means the date of delivery of the Notes.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Notes*" means the "City of Taylor, Texas Tax Notes, Series 2022."

"*Ordinance*" means this ordinance finally adopted by the City Council on July 28, 2022.

"*Outstanding*", when used with respect to Notes, means, as of the date of determination, all Notes theretofore delivered under this Ordinance, except:

(1) Notes theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Notes deemed paid pursuant to the provisions of Section 9 of this Ordinance;

(3) Notes upon transfer of or in exchange for and in lieu of which other Notes have been authenticated and delivered pursuant to this Ordinance

(4) Notes under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Notes.

"*Record Date*" means Record Date as defined in Section 4 the Form of Notes.

"*Redemption Date*" means a date fixed for redemption of any Note pursuant to the terms of this Ordinance.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Notes registered in the name of each Registered Owner.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

EXHIBIT B
INVESTMENT LETTER

EXHIBIT C

PAYING AGENT REGISTRAR AGREEMENT



City Council Meeting July 28, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 19

Agenda Title: Consider approving six-month lease agreement extension with Taylor American Legion in Murphy Park.

Council Action to be taken: Consider lease agreement extension

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is for Council to consider approving a six-month extension to the property lease with the Taylor American legion.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Taylor American Legion leases property in Murphy Park located at 1310 Sycamore Street, for the building the Legion owns. The first lease for this started in 1929 and has been renewed in 1960, 1980 and 2000. The lease was temporarily extended in December 2021. It needs to have an additional temporary six-month renewal, while negotiations continue on the longer-term lease.

3. PROS and CONS

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

4. RECOMMENDATION

Staff recommends approve lease extension.

5. FUNDING SOURCE

NA

6. TIMELINE

Effective July 28, 2022 and further negotiation on longer term lease will continue.

7. OTHER OPTIONS (In order of preference)

NA

8. ATTACHMENTS

19a. [Lease agreement extension](#)

19b. [Current lease from 2001](#)

EXTENSION OF LEASE AGREEMENT

Date: July 28, 2022

Lease: Lease Agreement between the City of Taylor and Graham D. Luhn Post No. 39, The American Legion, Department of Texas dated January 25, 2000

Date: January 25, 2000

Lessor: City of Taylor, a municipal corporation

Lessee: Graham D. Luhn Post No. 39, The American Legion, Department of Texas

Premises:

Being out of and a part of the City Park also known as Murphy Park and described by metes and bounds as follows:

BEGINNING at a point in said Park which is twenty-five (25) feet south and fifteen (15) feet east of the northeast corner of the Taylor High School Ball Park as same existed on the 2nd day of October, 1929; THENCE in an easterly direction and parallel with the north line of said Ball Park as it existed on the aforementioned date a distance of two hundred (200) feet; THENCE in a southerly direction along a line parallel with the east line of said Ball Park as it existed on said date, a distance of two hundred (200) feet THENCE in a westerly direction along a line parallel with the north line of said Ball Park as it existed on said date a distance of two hundred (200) feet; THENCE in a northerly direction along a line parallel with the east line of said Ball Park as it existed on the aforementioned date a distance of two hundred (200) feet to the place of beginning and containing two hundred (200) square feet of area.

Street address: _____

City, county, state, zip: Taylor, Williamson County, Texas 76574

Lease Commencement Date: July 28, 2022

Lease Termination Date: February 1, 2023

Lessor and Lessee agree to the following:

1. Lessor grants Lessee an extension the Term for the period from January 1, 2022, to July 1, 2022 (the "Additional Term").

2. During the Additional Term the lease will continue as written.

The Lease is ratified as extended.

IN WITNESS WHEREOF, these presents have been executed this ____ day of July, 2022.

THE CITY OF TAYLOR, TEXAS,
A municipal corporation

Brandt Rydell, Mayor City of Taylor

LESSOR

ATTEST:

Dianna McLean, City Clerk

GRAHAM D. LUHN POST NO. 39,
THE AMERICAN LEGION,
DEPARTMENT OF TEXAS,
a non-profit corporation

By:
Its:

LESSEE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS MEMORANDUM OF AGREEMENT AND LEASE CONTRACT made and entered into this the 25th day of January, 2000, by and between the City of Taylor, a municipal corporation located in eastern part of Williamson County, Texas, acting by and through the Chairman of its Board of Commissioners, hereunto duly authorized, hereinafter called LESSOR, and Graham D. Luhn Post No. 39, The American Legion, Department of Texas located in the City of Taylor, Williamson County, Texas, acting by and through its undersigned officer hereunto duly authorized, hereinafter called LESSEE,

WITNESSETH

Subject to the terms and conditions hereinafter set out, LESSOR does hereby LEASE and LET and LESSEE does hereby RENT from LESSOR the following described property lying and being situated in the City of Taylor, Williamson County, Texas, to-wit:

Being out of and a part of the City Park also known as Murphy Park and described by metes and bounds as follows:

BEGINNING at a point in said Park which is twenty-five (25) feet south and fifteen (15) feet east of the northeast corner of the Taylor High School Ball Park as same existed on the 22nd day of October, 1929; THENCE in an easterly direction and parallel with the north line of said Ball Park as it existed on the aforementioned date a distance of two hundred (200) feet; THENCE in a southerly direction along a line parallel with the east line of said Ball Park as it existed on said date, a distance of two hundred (200) feet; THENCE in a westerly direction along a line parallel with the north line of said Ball Park as it existed on said date a distance of two hundred (200) feet; THENCE in a northerly direction along a line parallel with the east line of said Ball Park as it existed on the aforementioned date a distance of two hundred (200) feet to the place of beginning, and containing two hundred (200) square feet of area.

1. The term of this lease is for a period of twenty (20) years commencing on the 1st day of January, 2001 and ending December 31, 2021.
2. The purpose of this lease is to enable LESSEE to have a meeting place for such local organization.
3. As consideration for the use of said premises and as rent and rental therefor LESSEE has paid to LESSOR the sum of Twenty Dollars (\$20.00) in cash, the receipt of which is hereby duly acknowledged, for the entire term of said lease and this lease shall be considered to be a fully paid up lease.
4. It is understood and agreed that in the event LESSEE should cease to exist as an American Legion Post or should it cease to use the premises for the purposes for which same are herein leased at any time during the term of this lease, this lease shall at once become null and void and of no further force and effect and all property located on said premises by the LESSEE

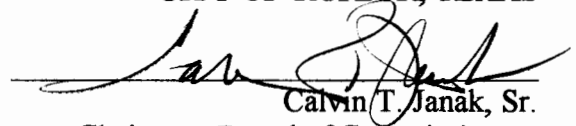
shall become and remain the property of the City of Taylor, Texas. Notwithstanding any terms and provisions contained in any previous lease between the parties hereto, it is acknowledged that the improvements situated on the hereinabove described property as of this date are owned by LESSEE herein. It is further understood that at the expiration of the term of this lease all improvements situated on said property shall become the property of the City of Taylor, Texas.

5. During the term of this lease or any extension or renewal hereof, LESSEE shall keep all improvements situated on said premises in a good state of repair and shall keep the entire premises in a clean, attractive and neat appearing condition.

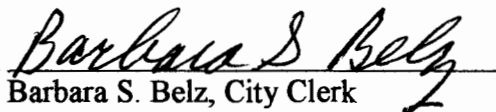
6. LESSEE herein shall protect, indemnify and hold the City of Taylor, Texas, free and harmless from any and all liabilities damages, claims, causes of action of every kind and character incurred in connection with the use of said premises including, but not limited, to court costs and reasonable attorney's fees and shall carry public liability and property damage insurance in amounts satisfactory to LESSOR.

IN WITNESS WHEREOF, these presents have been executed this the 25th day of January, 2008.

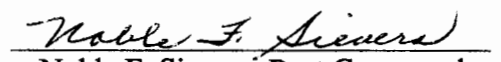
CITY OF TAYLOR, TEXAS


Calvin T. Janak, Sr.
Chairman, Board of Commissioners
LESSOR

ATTEST:


Barbara S. Belz, City Clerk

GRAHAM D. LUHN POST NO. 39
THE AMERICAN LEGION,
DEPARTMENT OF TEXAS


Noble F. Sievers, Post Commander
LESSEE