

AGENDA

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

JULY 22, 2021, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

PLEDGE OF ALLEGIANCE

INVOCATION / MOMENT OF REFLECTION

PROCLAMATIONS/RECOGNITIONS

1. Receive Presentation from the Texas Police Chief's Association for Best Practices Program Recognition Award for the Taylor Police Department. (Chief Fluck)

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.)

BOARDS & COMMISSION UPDATE

2. Public Arts Advisory Board. (Richard Stone)

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.)

3. Approve minutes from the July 8, 2021 regular City Council meeting and the July 15, 2021 special called City Council meeting. (Dianna Barker)
4. Consider amended and restated cooperative agreement between Williamson County and the member cities of the Williamson County and Cities Health District. (Chief Baum)
5. Consider Memorandum of Understanding (MOU) between the member governments of the Williamson County and Cities Health District. (Chief Baum)
6. Consider amending professional service agreement with HDR Engineering, Inc. to extend construction inspection services for the completion of the 2019 Infrastructure Bond Street Reconstruction Project in the amount of \$152,527.41. (Jim Gray)
7. Consider Resolution R21-24 approving a Memorandum of Understanding (MOU) between the Taylor Independent School District and the Taylor Police Department Concerning the School Resource Officer positions. (Chief Fluck)

PUBLIC HEARINGS / ORDINANCES

8. Hold the public hearing and introduce Ordinance 2021-19 changing the current zoning of Local Business Zoning District (B-1) on 0.78 acres to Central Business Zoning District (B-3), more particularly described by Williamson Central Appraisal District Parcels R015106 and R015107; located at 114 W. 6th Street and 620 Talbot Street, Taylor, Williamson County, Texas. (Tom Yantis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

9. Consider Resolution R21-23 authorizing submission of two grant applications to Texas Department of Emergency Management and authorizing the City Manager as the official to represent the city on matters with the FEMA Hazard Mitigation Grant. (Jeff Jenkins)

10. Consider awarding grant administration services for a FEMA Hazard Mitigation Grant (HMGP) Project. (Jeff Jenkins)
11. Consider awarding engineering services for a FEMA Hazard Mitigation Grant (HMGP) Project. (Jeff Jenkins)
12. Consider Telework Policy update. (LaShon Gros)
13. Receive an update on the redistricting process and reconsider the timing of the process. (Mark Schroeder)

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

Executive Session II. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.

- a. Project Green

14. 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 19, 2021 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: *Dianna Barker* Date *7-19-2021*
Dianna Barker, City Clerk



City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 1
Agenda Title: Receive Presentation from the Texas Police Chief's Association for Best Practices Program Recognition Award for the Taylor Police Department

Council Action to be taken: Receive Presentation

Department Submitted: Police

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

The Taylor Police Department has been awarded as a "Recognized Law Enforcement Agency." Representatives from the Texas Police Chief's Association will be presenting the award.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On June 13, 2021, the Taylor Police Department received the award of "Recognized Law Enforcement Agency" from the Texas Police Chiefs Association Law Enforcement Recognition Program. Begun in 2006, the Recognition Program is an accreditation process that evaluates a Police Department's compliance with 170 external standards for Best Practices for Texas Law Enforcement. These standards were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service and the protection of individual's rights. These Best Practices cover all aspects of law enforcement operations including use of force, protection of citizen rights, vehicle pursuits, property and evidence management, and patrol and investigative operations.

This voluntary process required the Taylor Police Department to develop and improve the Department's policies, procedures, facilities, and operations. Beginning in June of 2019, the Department began the lengthy process to become a "Recognized" Law Enforcement Agency" by preparing policy in compliance for each of the 170 external standards. Upon completion of policy development and showing proof of compliance, an outside assessment was requested. This final on-site assessment took place on June 1-2. The on-site assessment is conducted by trained Police Chief assessors from other areas of our state. The result of this review was then sent to the Texas Police Chiefs Association's Recognition Committee for final analysis and decision to award "Recognized" status.

On June 13th, the Department was notified that it had been awarded the coveted “Recognized Law Enforcement Agency” award. Taylor becomes the 177th agency in the state to be so recognized, out of 1,200 law enforcement agencies in Texas. This process provided for an independent review of the department’s operations and can assure the residents of Taylor that its Police Department is conforming to the current state of the art in law enforcement best practices. The Department will also be recognized at the Texas Police Chiefs Association annual conference in April 2022.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• The Police Department has met or exceeded 170 external standards. • The Police Department has conformed to the current state of the art in law enforcement best practices.	• The Police Department will have to go through a rigorous process of re-certification in four years. • It is not a “one and done.” It is an ongoing process with regular deadlines for completion and compliance with best practices.

4. RECOMMENDATION

Accept Presentation

5. FUNDING SOURCE

Police Budget 100-552-539. \$1,200 annually.

6. TIMELINE

Certification lasts for 4 years.

7. OTHER OPTIONS (In order of preference)

Not be a Recognized Law Enforcement Agency.

8. ATTACHMENTS

N/A



City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 2
Agenda Title: Public Arts Advisory Board Update

Council Action to be taken: Receive presentation

Department Submitted: Development Services - Main Street

Staff Contact: Jan Harris, Main Street Manager

1. PURPOSE/DESCRIPTION

Upon request by the City Council, Public Arts Advisory Board Chairperson Richard Stone will provide the City Council with a brief update on the board's responsibilities and activities.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Mr. Stone was appointed to the Public Arts Advisory Board in 2019 and has served as Chairperson since April 2019.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Taylor's Public Arts Initiative creates innovative artistic experiences that explore Taylor's history, strengthens the sense of place, reinforces the high quality and uniqueness of the City's built and natural environment, and sets Taylor apart as a place to visit, live, and do business.	There is currently no known cons.

4. RECOMMENDATION

N/A

5. FUNDING SOURCE

N/A

6. TIMELINE

The Taylor Public Arts Advisory Board was created in 2018 by Ordinance 2018-21.

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

8. ATTACHMENTS

2a. [Public Arts Advisory Board Presentation](#)



Taylor Public Arts Advisory Board

Taylor City Council Presentation
July 22, 2021

Vision Statement

The Taylor Public Art Initiative will create innovative artistic experiences that explore Taylor's history, strengthen the sense of place, reinforce the high quality and uniqueness of the City's built and natural environment, and set Taylor apart as a place to visit, live and do business.



TAYLOR
arts

2021 Projects — Painted Pianos

We teamed up with Doug Moss to place several old pianos along Main Street downtown. It was a great public-private partnership — Doug found the pianos and commissioned the artists, we helped him select the locations and city staff helped him place them.

Along the way, we got very positive press locally, in Austin and in at least one regional magazine.

We expect to continue this in FY 22.



PORTAL PROJECT

We launched Portal Project — a community art project using the sewer portals along the Hike & Bike Trail. Dixie Sefcak Rhoades and Karen Burgess painted the first two in May, as a “proof of concept,” and, based on the response so far, we expect to paint an additional 5-6 this summer.

We intent to add another 8-10 next year.



Music on Main

Beginning in July, Third Thursday will see live music in the Heritage Square Amphitheater.

This project is in cooperation with the Main Street Advisory Board and several local businesses have already stepped up to help sponsor these shows.

We've booked through September and expect to add events in October and November. It is our intention to continue this event every Third Thursday in 2022 beginning in March and running through November.



TAYLOR
arts

Potters Alley



We've secured a mural easement from one of the property owners (and a donation toward our first mural) and have had very positive discussions with St. Mary's Catholic Church.

We need to work toward appropriate permanent lighting (about \$7,500) for that space, as well as appropriate signage, but we are moving forward with commissioning art in Potters Alley.

We expect our first mural in Potters Alley to be completed in time for the Main Street Car Show.

Other Projects

Dr. Dicky Mural

We are working to commission a mural featuring Dr. Dicky on one of the grain silos overlooking Robinson Park. We have tentatively selected Adam Davenport to execute the mural and the owners of the silos have tentatively agreed to allow them to be used as a canvas.

Cultural District

We are exploring the necessary steps to create a Cultural District within the historic downtown business district and other parts of the city.





City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 3

Agenda Title: Approve minutes from the July 8, 2021 regular Council meeting and the July 15, 2021 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 Barker

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / 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

3a. [July 8, 2021 meeting minutes](#)

3b. [July 15, 2021 meeting minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
July 8, 2021, at 6:00 p.m.

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

Council Member Robert Garcia
Council Member Mitch Drummond
Mayor Brandt Rydell

Brian LaBorde, City Manager
Ted Hejl, City Attorney
Dianna Barker, City Clerk

Absent: Mayor Pro-Tem Gerald Anderson, Council Member Dwayne Ariola

INVOCATION / MOMENT OF REFLECTION

Rev. Terry Pierce gave the invocation.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. **Parks and Recreation Month proclamation.**
Councilmember Drummond read the proclamation and presented it to Tyler Bybee, Parks Director.
2. **Rodeo Day proclamation.**
Councilmember Garcia read the proclamation and presented it to Robert Randig.
3. **Rev. James A. Davis, Jr. recognition.**
Mayor Rydell read the recognition and presented it to Reverend Davis.

CITIZENS COMMUNICATION

Sophia Aguirre, 1410 Hillcrest Dr. – Opposed to the recent support for the Taylor Pride event and feels the event is creating a safe space for child predators.

CONSENT AGENDA

4. **Approve minutes from the June 24, 2021, regular Council meeting.**
5. **Concur with preliminary financials for May 2021.**
6. **Consider Ordinance 2021-18 increasing the Over 65 Property Tax Exemption.**

*Motion was made by Councilmember Garcia to approve the consent agenda items as presented.
Motion was seconded by Councilmember Drummond. Motion carried 3 to 0.*

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

7. **Consider award of bid for the sale of a city-owned lot described as City of Taylor Block 50, Lot 2.**
Tom Yantis, Development Services Director – Two city owned lots, Blk 50 Lots 1&2, that were previously identified as not needed are at the intersection of E. 2nd Street and Murphy Street. One bid for Lot 2 was received. Staff recommended Council reject the bid and re-bid the two lots as a single bid item in order to dispose of both lots.

Motion was made by Councilmember Garcia to reject the bid and re-bid the two lots as a single bid item. Motion was seconded by Councilmember Drummond. Motion carried 3 to 0.

8. Discussion and possible direction to staff regarding proposed revisions to the current sign ordinance for temporary signage for special events.

Tom Yantis, Development Services Director - current sign ordinance prohibits off premise signs for special events unless there has been a determination of the City Council. Staff asked for clear direction from Council on the way forward and revising the sign ordinance for temporary special events signage. Council directed staff to move forward with amending the current sign ordinance. No motion was made.

Mayor read the executive session item and adjourned into closed session at 6:46pm.

Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.

a. Project Dare Buzzard

9. Reconvene into open session and take any action.

Council reconvened into open session at 8:30pm. No action was taken.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 8:30p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

City of Taylor
Special Called City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
July 15, 2021 at 6:00 p.m.

Council Members present: Mayor Brandt Rydell
Mayor Pro-Tem Gerald Anderson
Council Member Robert Garcia
Council Member Mitch Drummond

Council Members absent: Council Member Dwayne Ariola

Others attending: Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager

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

CITIZENS COMMUNICATION

No requests were received.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

1. **Consider request from Main Street Advisory Board to allow the sale and consumption of beer and/or wine at 2021 City-sponsored events in Heritage Square.**

Jan Harris, Main Street Manager - Main Street hopes to reinvigorate Third Thursdays by bringing people downtown to shop and then to Heritage Square for the concerts. To assist with this, the Main Street Advisory Board is requesting the sale and consumption of beer and/or wine during 2021 City-sponsored events held in Heritage Square be allowed.

Motion was made by Councilmember Drummond to allow the sale and consumption of beer and/or wine during 2021 city-sponsored events held in Heritage Square. Motion was seconded by Councilmember Garcia. Motion carried 4 to 0.

2. **Conduct Budget Workshop I.**

Jeff Wood, Finance Director – gave a presentation on and went over the proposed FY2021/2022 draft budget.

Mayor Rydell read the executive session item and adjourned the meeting into closed session at 6:58pm.

Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.

- a. Project Drallam

Note: Councilmember Ariola attended the Executive Session virtually.

3. **Reconvene into open session and take any action.**

Mayor Rydell reconvened into open session at 8:05pm. No action was taken.

Special Called City Council Meeting Minutes

July 15, 2021

2

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 8:05p.m.

ATTEST:

Brandt Rydell, Mayor

Dianna Barker, City Clerk



City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 4

Agenda Title: **Consider amended and restated cooperative agreement between Williamson County and the member cities of the Williamson County and Cities Health District.**

Council Action to be taken: Consider cooperative agreement

Department Submitted: Fire

Staff Contact: Daniel Baum, Fire Chief

1. PURPOSE/DESCRIPTION

This amended agreement changes the make-up of the Health District's board from city council appointees to the member cities city manager or their staff designee. Allowing city managers to serve or oversee the city's representative on the board ensures more effective communication and coordination between the District and the member cities. The other member cities are expected to approve this amended agreement. The Williamson County Commissioners Court will appoint two county staff members to the Health District's board.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The WCCHD was originally known as the Williamson County Health Department and began serving county residents in 1943. In 1989, the cities of Georgetown, Round Rock, Taylor, Cedar Park, along with Williamson County entered into an agreement to form WCCHD, a separate governmental entity under Texas law. The cooperative agreement was updated in 1992 and in 2007 at which time the cities of Liberty Hill and Hutto joined the Health District, and again in 2013 when Leander joined the Health District.

WCCHD provides critical public health services including retail food inspections, immunization advocacy, mosquito surveillance, WIC nutrition education, clinical services like well-woman exams and health screens, and epidemiological and emergency responses to disease outbreaks, as well as overseeing application to the county's indigent healthcare program.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Allows more effective communication between Health District and member cities • Places people with administrative authority within the member cities on the WCCHD board	• N/A

4. RECOMMENDATION

Staff recommends approval of the amended and restated cooperative agreement between Williamson County and the member cities of the Williamson County and Cities and Health District.

5. FUNDING SOURCE

N/A

6. TIMELINE

Summer 2021

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

4a. [Co-op Agreement](#)

STATE OF TEXAS

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AMENDED AND RESTATED

COOPERATIVE AGREEMENT

WILLIAMSON COUNTY AND CITIES

COUNTY OF WILLIAMSON

PUBLIC HEALTH DISTRICT

This Amended and Restated Cooperative Agreement (this “Agreement”) is made by and between the County of Williamson (“County”) and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the “Member Governments ”), under Chapter 121, Subchapter E of the Texas Health and Safety Code (the “Code”), acting by and through their respective authorized officers, representatives and governing bodies.

RECITALS

WHEREAS, in 1943 the Williamson County Health Department was established; and

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the “Act”), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in the county for the purpose of providing and furnishing public health programs; and

WHEREAS, in 1989 the Williamson County Health Department was reorganized as a Public Health District by Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the “Original Members”), and re-designated as the Williamson County & Cities Health District (hereinafter the “District”); and

WHEREAS, the District began being governed by a public health board pursuant to the Code and a “Cooperative Agreement,” which was initially approved by the Original Members in 1989 and revised and approved by the Original Members in 1992, 2004, and 2007; and

WHEREAS, the Cities of Liberty Hill and Hutto joined the District in 2007, and, thereafter, in 2013, the City of Leander joined the District (collectively the “New Member Cities”); and

WHEREAS, the County, Original Member Cities and New Member Cities comprise all membership in the District as of the Effective Date of this Agreement and are collectively referred to herein as the “Member Governments”; and

WHEREAS, the Member Governments have determined that the Cooperative Agreement needs to be amended and restated again to reflect modifications relating to the composition of the Board and to clarify certain provisions; and

NOW THEREFORE, the Member Governments of the District do hereby amend and restate the Cooperative Agreement relating to the Williamson County & Cities Health District in accordance with the following:

I. GOVERNANCE

1.1. The affairs of the District shall be governed by a public health board, which shall be called the Williamson County Board of Health (hereinafter the “Board”). The Board shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction, provided that no rule adopted shall be in conflict with the laws of the State of Texas.

1.2 Except as otherwise set out herein, two Directors shall be appointed by the Williamson County Commissioners’ Court, and one Director shall be appointed by each of the City Managers of the Cities of Cedar Park, Georgetown, Round Rock, Taylor and Hutto. The Cities of Leander and Liberty Hill have shared one Director since becoming Member Governments and they hereby agree to continue to share such Director. Thus, the City Manager of the City of Leander shall appoint one Director to serve on behalf of the Cities of Leander and Liberty Hill. In the event either the City of Liberty Hill reaches a population of 15,000 or more, or additional cities having populations of less than 15,000 become new Member Governments following the Effective Date of this Agreement, the City of Liberty Hill shall then appoint a Director in accordance with the provisions of Section 1.3 below.

1.3. Any incorporated city within the District’s territory may apply to become a member of the District and the governing body of each existing Member Government shall review the application. The governmental entity making application may be admitted as a new Member Government of the District if a majority of the governing bodies of each then existing Member Governments approves such application. Upon admission as a member of the District and approval of this Agreement, the new member will become a Member Government.

1.3.1 For incorporated city Member Governments with a population of 15,000 or greater, the City Manager of such city may appoint one qualified Director to the Board.

1.3.2 New incorporated city Member Governments that have less than 15,000 population must each join together and select two qualified Directors to represent them on the Board; provided, however, if there are four or less new incorporated city Member Governments with population less than 15,000 each, they will all join together and select one qualified Director to represent them on the Board.

1.3.3 Except as otherwise set out herein, existing Member Governments in place on the Effective Date of this Agreement will retain current representation on the Board regardless of population estimate.

1.4. To be qualified as a Director, a person must be a citizen of the United States and must have resided at least three (3) years in the District. A Director shall not be an elected official but must be an employee of the Member Government for which he or she serves.

1.5. Directors shall serve without compensation.

1.6. Directors shall serve staggered three-year terms, except as provided in Sections 1.7 and 1.9 below.

1.7. The term effective date for Directors appointed by new Member Governments shall be staggered such that no more than one-third (1/3) of the terms of the Directors expire in any one year. To accomplish such staggering, new Directors shall have terms commencing as follows: on January 1 of the current year for those joining the District between January 1 through June 30, and January 1 of the following year for those joining the District between July 1 through December 31. In addition, if multiple new Member Governments join the District in the same year, the Board may designate the initial term of the newly appointed Directors to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

1.8. A Director for a city Member Government may be removed by the Board at the discretion of the particular city Member Government's City Manager. Directors representing the County serve at the pleasure of the Williamson County Commissioners Court and may be removed at its discretion. The Executive Director is to contact the Member Government if its appointed Director is absent for two consecutive Board meetings or three Board meetings during a calendar year.

1.9 All vacancies of a Director shall be filled for the unexpired portion of the term by the City Manager of the appointing city Member Government or by the Williamson County Commissioners Court for the County's Directors, whichever the case may be. If less than one (1) year remains in the unexpired term for the Director of a Member Government, then the City Manager or the Williamson County Commissioners Court may appoint its Director(s) to fill the unexpired portion of the term plus a full term of three (3) years.

1.10. A Director may serve consecutive terms.

II. OFFICERS

2.1. *General.* The officers of the Board shall consist of the chairperson, vice-chairperson, and secretary. The Williamson County Commissioners Court shall name the Chairperson of the Board. Members of the Board shall select the remaining officers from amongst their members, and each officer shall serve a one-year term.

2.2. *Chairperson.* The Chairperson shall preside at all meetings of the Board. At each meeting, the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the District.

2.3. *Vice-Chairperson.* The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson and in case of the resignation or death of the Chairperson. The Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Williamson County Commissioners Court shall appoint a new Chairperson.

2.4. *Secretary.* The Secretary or his/her designee shall act as Secretary of the meetings of the Board and record all votes and shall keep a record of the proceedings of the Board in a journal of proceedings to be kept for such purpose and shall perform all duties incidental to his/her office.

III. EXECUTIVE DIRECTOR

3.1. The Directors of the Board shall appoint an Executive Director of the District. The Executive Director shall be the chief administrative officer of the District and shall manage the day-to-day operations of the District, subject to the direction of the Board.

3.2. If the Executive Director is a physician licensed and in good standing in the state of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the District. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be retained as provided in Section 8.1.

3.3. The Executive Director shall be an ex-officio non-voting member of the Board.

3.4. If, during the annual evaluation of the Executive Director or at any other time, two-thirds of the entire Board determines the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the District's personnel policies, the Executive Director's employment may be terminated immediately. The exact terms of the termination shall be determined at the time by a majority vote of the Board. In the event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director.

3.5. The Executive Director shall employ such full or part-time employees as are needed to carry out the programs of the District. These employees shall be employees of the District and perform those duties as are assigned to them. The compensation of such personnel, including the Executive Director, shall be determined by the Board subject to the laws of the State of Texas. The Executive Director shall have the authority, and subject to provisions of the policies-procedures of the District, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

IV. MEETINGS

4.1. A majority of the voting Directors shall constitute a quorum for the transaction of business. The presence of the Executive Director shall not count for the purposes of determining whether a quorum is present.

4.2. The Board shall meet at least quarterly on a date fixed by the Board and shall hold such meetings as may be called by the chairperson or by the majority of the Board.

4.3. The Board shall comply with the Open Meetings Act.

V. PURPOSE OF THE DISTRICT

5.1. The District may perform any public health function that any of its Member Governments may perform unless otherwise restricted by law. The Board and Director shall determine which public health programs and services will be provided by the District based on needs assessment and the availability of resources.

5.2. The District shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.

5.3. The District shall provide “Essential public health services” as defined in Section 121.002 of the Act.

5.3.1. Monitor the health status of individuals in the community to identify community health problems;

5.3.2. Diagnose and investigate community health problems and community health hazards;

5.3.3. Inform, educate, and empower the community with respect to health issues;

Mobilize community partnerships in identifying and solving community health problems;

5.3.5. Develop policies and plans that support individual and community efforts to improve health;

5.3.6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

5.3.7. Link individuals who have a need for community and personal health services to appropriate community and private providers;

5.3.8. Ensure a competent workforce for the provision of essential public health services;

5.3.9. Research new insights and innovative solutions to community health problems; and

5.3.10. Evaluate the effectiveness, accessibility, and quality of personal and population-based services in a community.

5.4. By way of illustration but not by way of requirement or limitation, the District may provide public health services such as the following: communicable disease control and prevention services, public health education, information and referral services, environmental and consumer health programs, public health nutrition programs, community assessment and health status data analysis, public health emergency preparedness and response, and collaborating with others to address public health issues.

5.5. Member Governments and other government entities, as well as private institutions both within and outside of Williamson County, may contract with the District to provide additional public health services upon approval of the Board.

5.6. The Board shall have the authority to set and collect fees for its services and for the issuance of health and sanitation-related licenses and permits as authorized by law.

5.7. The District shall also have authority to conduct health and sanitation inspections for Member Governments, for non-member governments that enter into an interlocal agreement with the District, or as authorized by law.

5.8. When the District has the responsibility to issue a certain type of health or sanitation permit, the Member Governments agree not to require their own health or sanitation permits.

VI. LIABILITY AND INDEMNITY

6.1. As provided in the Act, the District is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a member of a public health district is not liable under Chapter 101 for any conduct of the District's personnel or for any condition or use of the District's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity.

6.2. The District shall indemnify each and every Director, its officers and its employees, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the District. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of this Agreement and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability. Notwithstanding the foregoing, the District will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

6.3. The District must purchase and maintain insurance, as available, on behalf of any Director, officer, employee, or agent of the District, or on behalf of any person serving at the request of the District as a board member, officer, employee, medical Director or Health Authority, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.

6.4. The District may engage private legal counsel who will advise and represent the District on general legal matters not covered by insurance, within the scope of their expertise, and for

which there is no conflict of interest. For matters relating solely to their own Member Government, the Member Governments agree to provide or fund legal services to the District for matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest.

VII. FINANCING OF THE FUNCTIONS OF THE DISTRICT

7.1. The District's fiscal year shall be January 1 through December 31.

7.2. The Member Governments of the District shall pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance, in the amount agreed to by the governing body of each Member. The District will request that city Member Governments contribute on a per capita basis based on the U.S. Census Bureau's most recent annual estimate of population.

7.3. The Board shall annually request funding from Member Governments on an October 1 – September 30 fiscal year basis. New Member Governments joining after the Effective Date of this Agreement shall pay on the same basis or according to the same formula as the existing Member Governments, but such payment may be pro-rated to the date of the new Member's admission to the District relative to October 1.

7.4. The District shall also actively seek funding from the Texas Department of State Health Services or its successor (or any other state or federal agency), and from public or private grants.

7.5. The District shall be allowed to assess and collect fees for its services as may be established by the Board.

7.6. The Board and Executive Director will maximize funding from other available sources, including governmental and private grants, prior to requesting funding from Member Governments.

7.7. All funds of the District not otherwise employed will be deposited in banks or other depositories designated by the Board.

7.8. All checks, drafts, endorsements, notes and evidences of indebtedness of the District will be signed by such officers or agents and all endorsements for deposits to the credit of the District will be made as authorized by the Board.

7.9. No loans or advances will be contracted on behalf of the District, and no note or other evidence of indebtedness will be issued in its name, except as authorized by majority vote of the Board and for purposes allowed by law.

7.10. Only the Executive Director or his/her designee acting in compliance with any Business Practices or Policies and Procedures Manual approved by the Board, may, in the name of and on behalf of the District, enter into contracts or execute and deliver instruments as specifically authorized by the Board by resolution or action at a duly called meeting. The District shall

maintain sufficient undesignated cash reserve funds to prevent untimely disruptions in services or loss of key personnel.

7.12. The Executive Director will provide to the Board no later than one hundred fifty (150) days after the close of the fiscal year a report containing the following information in appropriate detail:

7.12.1. The assets and liabilities of the District as of the end of the fiscal year;

7.12.2. The principal changes in assets and liabilities during the fiscal year;

7.12.3. The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year;

7.12.4. The expenses or disbursements, for both general and restricted purposes, during the fiscal year;

7.12.5. The substantial activities and projects begun, in progress, and completed during the fiscal year.

7.12.6. The annual report will include a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the District that such statements were prepared without audit from the books and records of the District.

7.13. The Board shall require that an independent audit of the District's financial records be made annually. The annual audit shall be available for public inspection during all normal business hours at the District office. The District shall adopt sound financial management policies and procedures and shall comply with requirements of funding entities.

VIII. EMPLOYEES

8.1. If the Executive Director is not a physician, the Executive Director, subject to approval by the Board, shall appoint a physician licensed and in good standing in the state of Texas as an officer of the District to serve as the Health Authority. If no local physician can be found who is willing to so serve, then the designated Medical Director of the Texas Department of State Health Services or its successor or his/her designee shall serve as the Health Authority. A Health Authority appointed under the provisions of Section 121.021 of the Act has certain duties prescribed by State Law that are necessary to implement and enforce to protect public health. The Health Authority shall aid the Board in all matters of local quarantine, disease prevention and suppression, sanitation inspection and control of contagious, infectious, and epidemic diseases within the District's jurisdiction. It is the intent of this Agreement that any Health Authority of the District shall be an "employee" as defined by Section 101.001(2) of the Texas Civil Practice and Remedies Code for the purposes of the Texas Tort Claims Act. A Health Authority is a state officer when performing duties prescribed by state law (Section 121.024 of the Texas Health and Safety Code).

8.2. The District's employees shall be eligible to participate in the Benefits Program offered by Williamson County to county employees, including group health insurance, workers' compensation program, and retirement system.

8.3. The Board may in some years grant a cost-of-living increase to each District employee, except that the size of the increase shall not exceed the cost-of-living increase granted by the Williamson County Commissioners' Court to each county employee for that fiscal year. District employees shall not be granted an automatic pay raise based on longevity alone. Instead, the Board may, as resources permit, authorize the Executive Director to grant merit increases to an employee based on job performance and/or promotion in job responsibility.

IX. MISCELLANEOUS

9.1. The provisions of Chapter 121 of the Texas Health and Safety Code shall be applicable to the District. In the event of a conflict between Chapter 121 and this Agreement, Chapter 121 shall control.

9.2. A Member Government may withdraw from this Agreement by giving written notice to the other Member Governments and to the Executive Director no later than six (6) months before the end of the District's fiscal year. The withdrawal shall become effective at the end of the current District fiscal year after the withdrawing Member Government has given written notice of its decision to the Board. Such notice of withdrawal shall not relieve such Member Government of any obligation incurred by such Member Government prior to date of withdrawal.

9.3. Modification of this Agreement shall be in writing and effective upon approval by a majority of the Member Governments.

9.4. This Agreement shall remain in effect unless modified or cancelled by a majority of the Member Governments.

9.5. In the event that a majority of Member Governments vote to dissolve the District, after payment of all liabilities, the District's unencumbered assets will be distributed proportionately to current Member Governments based on their current fiscal year contributions to the District.

9.6. This Agreement constitutes the entire Agreement between the Parties in regard to the provision of public health services and supersedes all prior such Agreements between the Parties.

9.7. This Agreement shall become effective (the date inserted will be the last date of approval by a Member Government) May ____, 2021 (the "Effective Date").

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By: _____
Corbin Van Arsdale, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By: _____
Christine Sederquist, Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By: _____
Liz Branigan, Mayor

Date: _____



City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 5

Agenda Title: **Consider Memorandum of Understanding (MOU) between the member governments of the Williamson County and Cities Health District.**

Council Action to be taken: Consider MOU

Department Submitted: Fire

Staff Contact: Daniel Baum, Fire Chief

1. PURPOSE/DESCRIPTION

The purpose of this MOU is to provide direction to the health district board to secure an outside firm to assess the programs offered by and performance of the various departments within WCCHD. The assessment will help ensure that the health district is best prepared to meet the public demands of a rapidly growing population, as well as codify lessons learned from the health district's pandemic response to ensure coordination across member governments moving forward.

This review will parse out the functions of the district deemed essential public health services, assess the performance of these services, and make recommendations on how best to oversee these services in the future. A request for proposals is anticipated to be released in late-August, and the findings and recommendations from the outside firm to be presented to the health district board in early 2022.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The WCCHD was originally known as the Williamson County Health Department and began serving county residents in 1943. In 1989, the cities of Georgetown, Round Rock, Taylor, Cedar Park, along with Williamson County entered into an agreement to form WCCHD, a separate governmental entity under Texas law. The cooperative agreement was updated in 1992 and in 2007 at which time the cities of Liberty Hill and Hutto joined the Health District, and again in 2013 when Leander joined the Health District.

WCCHD provides critical public health services including retail food inspections, immunization advocacy, mosquito surveillance, WIC nutrition education, clinical services like well-woman exams and health screens, and epidemiological and emergency

responses to disease outbreaks, as well as overseeing application to the county's indigent healthcare program.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Reviews programming and performance of WCCHD • Makes recommendations to ensure programs are aligned with the needs and population growth in the County	• N/A

4. RECOMMENDATION

Staff recommends approval of the MOU between the member governments of the Williamson County and Cities Health District.

5. FUNDING SOURCE

N/A

6. TIMELINE

FY 2021 – FY 2022

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

5a. [Memorandum of Understanding \(MOU\)](#)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and among the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the “Cities”) and the County of Williamson (“County”).

RECITALS

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code, authorizes the establishment of public health districts by a majority of the governing bodies of a county and one or more municipalities in a county for the purpose of providing and furnishing health programs (the “Act”); and

WHEREAS, the County and the Cities (collectively the “Member Governments”) comprise the Williamson County & Cities Health District (the “District”) established under the Act; and

WHEREAS, the District is governed by a public health board pursuant to the Act and a Cooperative Agreement previously approved, and subsequently amended, by the Member Governments; and

WHEREAS, the Member Governments intend to enter into an Amended and Restated Cooperative Agreement modifying the composition of the Board and clarifying provisions of the Agreement; and

WHEREAS, prior to the establishment of the District, public health services were provided by a Williamson County Health Department; and

WHEREAS, it is the goal of the Member Governments to provide the best quality health services to the residents of Williamson County and determine the best structure for providing said services; and

WHEREAS, the purpose of this Memorandum of Understanding is to set forth the intention of the Member Governments to proceed with identifying and evaluating the services currently being provided by the District, categorizing which provided services are mandatory functions of the District and which are discretionary, and determining the best process for any modification or transition of services, as necessary;

NOW THEREFORE, the Member Governments agree to work cooperatively and in accordance with this Memorandum of Understanding to take the steps set forth herein to identify and evaluate the services and the structure for the provision of said services currently being provided by the District.

ARTICLE I.

The Member Governments agree that upon approval of the Amended and Restated Cooperative Agreement, the District intends to take the following actions:

- 1) Draft and publish a Request for Qualifications (“RFQ”) for a professional consultant to identify and evaluate the services provided by the District, specifically the cost, quality, effectiveness, necessity, and structure of said services. The RFQ is estimated to be issued no later than **August 31, 2021**;
- 2) Review the responses to the RFQ and select a professional consultant to complete the District’s requested Scope of Services, estimated to be no later than **October 31, 2021**;
- 3) Receive the findings of the professional consultant, estimated to be no later than **December 31, 2021** or by a later date mutually agreed upon by the District and the professional consultant; and
- 4) Review the findings of the professional consultant and make a determination as to whether any modification or transition of services will provide the best quality health services to the residents of Williamson County, and initiate appropriate actions regarding the District’s determination no later than **sixty (60) days after receipt of findings of the professional consultant**.

ARTICLE II.

LEGAL EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of _____, 2021.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By: _____

Corbin Van Arsdale, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____

Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By: _____

Brandt Rydell, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By: _____

Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By: _____
Christine Sederquist, Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By: _____
Liz Branigan, Mayor

Date: _____



City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 6

Agenda Title: Consider amending professional service agreement with HDR Engineering, Inc. to extend construction inspection services for the completion of the 2019 Infrastructure Bond Street Reconstruction Project in the amount of \$152,527.41. (Jim Gray)

Council Action to be taken: Amend service agreement with HDR

Department Submitted: Public Works

Staff Contact: Jim Gray, Director of Public Works

1. PURPOSE/DESCRIPTION

This item refers to funding the construction inspection of the 2019 Infrastructure Bond Street Reconstruction Project.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

As presented to Council earlier this summer, Smith Contracting has incurred additional work through change orders for numerous scope additions. These change orders include items such as increased amounts of sewer and water line replacements, additional service line replacements, increased limits of roadway reconstruction, parking lot and driveway additions, and the 1st/Royal change order.

Beyond the City requested change orders as noted above, 40 days were added due to the incorrect sizing of sewer piper along Edmond/Mills/Cecelia which required reordering pipe and manholes. Finally, the contractor is requesting 9 days due to Winter Storm Uri. Date stamped project site condition photos support the request for this additional time based on the extreme conditions of the storm preventing Smith from being on-site to better the conditions.

With the increase of days, the new substantial completion date has shifted to October 29, 2021 (Final completion November 29, 2021). Regarding the Construction Engineering and Inspection (CE&I) services, HDR's original Task Order was based on a project duration of 12 months with a budget of \$485,497. The average planned monthly burn rate was \$40,458. The actual burn rate through May 2021 is approximately \$39,000/month. Based on this burn rate and with an estimated new project duration of 16 months (Plus 1

month of close-out), additional funds in the amount of \$152,527.41 will be needed to maintain the level of CE&I services. The added funds will provide 4 months of full-time CE&I at the service level experienced to-date and ½ month of close-out CE&I time (approx. \$37,000/month), which is a little less than the current burn rate.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Continued construction inspection to project completion	Reduces bond funds

4. RECOMMENDATION

Recommend amending professional service agreement with HDR Engineering, Inc. to extend construction inspection services for the completion of the 2019 Infrastructure Bond Street Reconstruction Project in the amount of \$152,527.41.

5. FUNDING SOURCE

2019 Infrastructure Bond

6. TIMELINE

CE&I Services through November 2021

7. OTHER OPTIONS (In order of preference)

1. Reduce HDR inspection time from full-time to part-time to fit the City's monetary threshold
2. Allow the 12 month contract to expire with HDR and continue inspection with City Staff

8. ATTACHMENTS

- 6a. [Amendment 1 to HDR's CE&I Agreement](#)
- 6b. [CE&I Cost Summary and Projections](#)

AMENDMENT 1 TO TASK ORDER 11
FOR
CE&I SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on April 18, 2018 to perform engineering services for City of Taylor ("City");

The City desires to amend this Agreement in order for HDR to extend the services beyond the timeframe previously contemplated; and

HDR is willing to amend the agreement and provide the additional engineering services.

WHEREAS, the City and the Engineer executed Task Order 11 dated effective 06/12/2020.

NOW, THEREFORE, HDR and the City do hereby agree:

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

Part 4.0 Periods of Service

The Period of Service for Task 11 will be extended through November 30, 2021.

Part 5.0 Engineer's Fee

Compensation for Task 11 will be on a time and materials basis and will increase the contracted amount by **\$152,527.41** to a not-to-exceed (NTE) of **\$638,025.28**. The period of service will also be extended through November 30, 2021. HDR will bill the City monthly for the labor hours and authorized expenses expended on the project in accordance with the Fee Schedule presented in Attachment "A" Construction Engineering & Inspection Fee Schedule.

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

HDR ENGINEERING, INC. ("HDR") City of Taylor ("City")

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Construction Engineering & Inspection Fee Estimate

Fee estimate is based on providing the services of the personnel shown below at the hours indicated.
 Fee estimate is based on a construction contract period of 17 months. Assuming all 4 roads are let and constructed at the same time.
 Work schedule for Inspector is estimated at 40 hours per week.
 HDR overhead is 165% of direct labor cost.
 Fixed fee is 10%.

[illegible]

Other Direct Expenses																																	
Vehicle	\$ 1,552		\$ 1,552		\$ 1,552		\$ 2,340		\$ 2,852		\$ 2,852		\$ 2,852		\$ 2,340		\$ 1,552		\$ 1,552		\$ 1,552		\$ 1,300		\$ 1,300		\$ 1,300		\$ 1,300		\$ 650		\$ 29,699.09
Cell Phone	\$ 90		\$ 90		\$ 90		\$ 135		\$ 165		\$ 165		\$ 165		\$ 135		\$ 90		\$ 90		\$ 90		\$ 75		\$ 75		\$ 75		\$ 75		\$ 38		\$ 1,714.03
Laptop Computer	\$ 66		\$ 66		\$ 66		\$ 99		\$ 121		\$ 121		\$ 121		\$ 99		\$ 66		\$ 66		\$ 66		\$ 50		\$ 50		\$ 50		\$ 50		\$ 25		\$ 1,229.36
Mileage (1 trip/day @ 40 miles @ \$0.58/mile)	\$ 93		\$ 46		\$ 46		\$ 46		\$ 46		\$ 46		\$ 46		\$ 46		\$ 46		\$ 46		\$ 46		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 556.80
																												Total	\$ 33,199.28				

[illegible]

Classification	Base Rate	Overhead	Fixed Fee	Billed Rate
Project Manager	75.00	\$ 123.75	\$ 19.88	\$ 218.63
Sr. Inspector	48.00	\$ 79.20	\$ 12.72	\$ 139.92
Inspector II/III	37.00	\$ 61.05	\$ 9.81	\$ 107.86
Records Keeper	34.50	\$ 56.93	\$ 9.14	\$ 100.57
Roadway Engineer	48.50	\$ 80.03	\$ 12.85	\$ 141.38
W/VW Engineer	43.05	\$ 71.03	\$ 11.41	\$ 125.49

	Original Budget	Add'l Amount Requesting		New Contract Amount
HDR	\$ 457,097.87	\$ 152,527.41		\$ 609,625.28
RabaKistner	\$ 28,400.00	-		\$ 28,400.00

Original Contract	\$ 485,497.87	New Contract \$	\$ 638,025.28
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- Scope of Services
- Process RFIs
- Review Submittals and Shop Drawings
- Process COs
- Construction Inspection
- Field issue resolution
- Draft daily work report
- Monitor progress by taking pictures
- Conduct weekly meetings
- Verify and document pay quantities
- Validate contractor's monthly pay request
- Generate barricade reports
- Generate SW3P reports
- Coordinate and schedule material testing
- Close out

HDR Construction Inspection Summary & Projections

Dates	Original 12-Month Construction Contract												Average
	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	
Actual HDR CE&I Costs	\$ 25,857.38	\$ 28,668.48	\$ 40,316.88	\$ 47,582.99	\$ 56,624.77	\$ 55,959.09	\$ 52,436.53	\$ 28,123.61	\$ 30,215.46	\$ 34,268.93	\$ 32,887.82	\$ 39,639.89	\$ 39,381.82

Dates	Project Time Extension Through Change Orders				
	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
Projected HDR CE&I Costs	\$ 36,765.21	\$ 36,765.21	\$ 36,765.21	\$ 36,765.21	\$ 18,382.61

Original Budget	\$ 485,497.86
Monthly Budget	\$ 40,458.16
Actual Average Monthly Costs	\$ 39,381.82
Balance as of 6/30/2021	\$ 12,916.03

Additional Funds Required	\$ 152,527.41
Proposed New Balance	\$ 165,443.44
Monthly Budget for 4.5 Additional Months	\$ 36,765.21



City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 7

Agenda Title: Consider Resolution R21-24 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 23, 2020.

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.

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 2021-2022 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

7a. [Resolution R21-24](#)

7b. [School Resource Officer MOU 2021-2022](#)

7c. [Taylor ISD School Calendar 2021-2022](#)

7d. [Legacy College Calendar 2021-2022](#)

RESOLUTION R21-24

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 2021-2022; 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 22nd day of July, 2021.

Brandt Rydell., Mayor

ATTEST:

Dianna Barker, City Clerk

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING
2021-2022**

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 20th day of August 2021, 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 (8/11/21) 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 General Orders 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



2021-2022 School Calendar

Board Approved March 22, 2021

July 2021						
Su	M	Tu	W	Th	F	S
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School Closed/Staff & Student Holiday

Early Release



Nine Week Grading Period (Elementary)



Graduation



Staff Development/Teacher Work/Student Holiday



Semester



Six Week Grading Period (Secondary)

of days in First Semester – 79

of days in Second Semester – 93



Legacy Early College HS 2021-2022 School Calendar

Board Approved March 22, 2021

July 2021						
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April 2022						
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June 2022						
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School Closed/Staff & Student Holiday



Staff Development/Teacher Work/Student Holiday

Early Release/Final Exams

{ } Semester



Nine Week Grading Period (Elementary)



Graduation

of days in First Semester – 85

of days in Second Semester – 85



City Council Meeting

July 22, 2021

Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 8

Agenda Title: Hold the public hearing and introduce Ordinance 2021-19 changing the current zoning of Local Business Zoning District (B-1) on 0.78 acres to Central Business Zoning District (B-3), more particularly described by Williamson Central Appraisal District Parcels R015106 and R015107; located at 114 W. 6th Street and 620 Talbot Street, Taylor, Williamson County, Texas.

Council Action to be taken: Introduce Ordinance

Department Submitted: Development Services

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

1. PURPOSE/DESCRIPTION

The applicant is proposing to re-zone the subject properties from Local Business Zoning District (B-1) to Central Business Zoning District (B-3). The owner of the subject property intends to convert the former church into a mixed-use development. Re-zoning to B-3 would permit a variety of commercial and residential uses for the developer and his future tenants, by-right.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

As City Staff, we are charged with using the Comprehensive Plan as a guide to make recommendations to the Planning and Zoning Commission on proposed rezoning requests. The Comprehensive Plan includes Land Use Goals and Objectives along with associated actions to achieve those objectives and goals. Some of the relevant Comprehensive Plan goals, objectives, and actions to consider for this re-zoning case include:

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

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

Objective L2: Protect areas of historical and architectural significance in the City.

Action L2.2: *Adopt additional codes and regulations that would encourage renovation, rehabilitation and restoration of historic (older than 50 years) and older (less than 50 years but worthy of repair).*

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

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

Action L3.9: *Review and monitor zoning and other development ordinances to achieve appropriate regulations and district designations to keep commercial areas viable, encourage redevelopment, and ensure quality new development.*

Objective L4: *Preserve and enhance Downtown and Downtown Neighborhoods character and economic investment.*

Action L4.1: *Amend appropriate codes to allow more mixed-use, live/work development opportunities [in] Downtown and Downtown Neighborhoods.*

During the process of preparing the Comprehensive Plan, pressing issues were identified. A desire to have local neighborhood commercial uses that are accessible was noted and this became one of the Land Use Goals in the Comprehensive Plan. One of the Land Use Objectives to guide us toward this goal is setting aside appropriate areas for land uses that support sustainable economic development. As described in the Comprehensive Plan, we are charged with using our codes to make this possible through zoning practices. Upon Staff analysis, the above objectives and actions are consistent with and meet the Land Use Goal:

“A variety of safe, attractive, accessible, high quality residential, commercial, industrial, and recreational land to meet the needs of Taylor’s current and future population while preserving the historical structures and small-town atmosphere of the City” (p. 4-11). Therefore, the re-zoning request is consistent with the goals, objectives, and actions in the Comprehensive Plan.

The Future Land Use Plan Map currently identifies the subject property parcels as being set aside for future institutional land uses. Unfortunately, the designations are pretty parcel specific rather general and conceptual and the institutional designations of the two parcels were based on how the land was being used when the Comprehensive Plan and the FLUP Map were prepared. When this happens, it makes it difficult for the FLUP Map to be used as it is intended as the map is intended to help the Planning and Zoning Commission, City Council, and residents visualize the desired future land development pattern in the community.

The current designations in the area are a mix of Institutional, Downtown, Residential and Multi-Family. The request is the most consistent with the Downtown designation. More importantly, the request is perfectly aligned with the Land Use Narrative for the Downtown designation. See the narrative below:

Downtown (Peach): Area of the downtown consisting of the Central Business District and some new “infill” business and residences, upper story residential use with ground floor retail or professional use. Mixed use, a combination of residential and retail provides the opportunity of living and working in proximity. This concept fosters business that is open later, ones that can attract residents and visitors to a safe “walkable” shopping and entertainment environment. Economic development is then encouraged while preserving the unique identity and historic significance of the area.

On July 13, 2021, the Planning and Zoning Commission held a public hearing regarding this request. The Planning and Zoning Commission recommended approval of the request to re-zone the subject property from Local Business Zoning District (B-1) to Central Business Zoning District (B-3).

2. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Is consistent with the Comprehensive Plan • Is going to provide a variety of land uses • Is infill development • Will increase in tax base	• N/A

4. RECOMMENDATION

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

On July 22, City Council held a public hearing and introduced the Ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – July 13, 2021

P&Z unanimously recommended conditional approval

City Council public hearing and ordinance introduction – July 22, 2021

City Council introduced the ordinance

City Council consideration of ordinance approval – August 12, 2021

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

8a. [Staff Report](#)

8h. [PowerPoint presentation](#)

8b. [Current Zoning](#)

8c. [FLUP Map](#)

8d. [Proposed Zoning](#)

8e. [Ordinance 2021-19](#)

8f. [Ordinance Exhibit A](#)

8g. [Ordinance Exhibit B](#)

City of Taylor
PZ-2021-1326
Zoning Map Amendment
Staff Report

Requested Action: Amend the official zoning map to Central Business Zoning District (B-3) on a parcel of land approximately 0.78 acres from Local Business Zoning District (B-1).

Applicant: Douglas Moss/Talbot Commons, LLC

Subject Property: Is approximately 0.78 acres, more particularly described by Williamson Central Appraisal District Parcels R015106 and R015107; located at 114 W. 6th St., Taylor, Williamson County, Texas.

Parcel Information

Current Zoning: Local Business (B-1)

Current Use: Former First Presbyterian Church

Proposed Zoning: Central Business (B-3)

Future Land Use Plan: Semi-Public/Institutional

Adjacent Parcel Information

Direction	Land Use	Zoning
North	7 th St. R.O.W. and Residential	Local Business (B-1)
South	6 th St. R.O.W. and Public	Central Business (B-3)
East	Commercial and Residential	Local Business (B-1)
West	Talbot St. R.O.W. and Institutional	Multi-Family Residential (MF-2)

Purpose:

The applicant is proposing to re-zone the subject properties from Local Business Zoning District (B-1) to Central Business Zoning District (B-3). The owner of the subject property intends to convert the former church into a mixed-use development. Re-zoning to B-3 would permit a variety of commercial and residential uses for the developer and his future tenants, by-right.

Staff Analysis:

As City Staff, we are charged with using the Comprehensive Plan as a guide to make recommendations to the Planning and Zoning Commission on proposed rezoning requests. The Comprehensive Plan includes Land Use Goals and Objectives along with associated actions to achieve those objectives and goals. Some of the relevant Comprehensive Plan goals, objectives, and actions to consider for this re-zoning case include:

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

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

Objective L2: *Protect areas of historical and architectural significance in the City.*

Action L2.2: *Adopt additional codes and regulations that would encourage renovation, rehabilitation and restoration of historic (older than 50 years) and older (less than 50 years but worthy of repair).*

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

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

Action L3.9: *Review and monitor zoning and other development ordinances to achieve appropriate regulations and district designations to keep commercial areas viable, encourage redevelopment, and ensure quality new development.*

Objective L4: *Preserve and enhance Downtown and Downtown Neighborhoods character and economic investment.*

Action L4.1: *Amend appropriate codes to allow more mixed-use, live/work development opportunities [in] Downtown and Downtown Neighborhoods.*

During the process of preparing the Comprehensive Plan, pressing issues were identified. A desire to have local neighborhood commercial uses that are accessible was noted and this became one of the Land Use Goals in the Comprehensive Plan. One of the Land Use Objectives to guide us toward this goal is setting aside appropriate areas for land uses that support sustainable economic development. As described in the Comprehensive Plan, we are charged with using our codes to make this possible through zoning practices. Upon Staff analysis, the above objectives and actions are consistent with and meet the Land Use Goal:

"A variety of safe, attractive, accessible, high quality residential, commercial, industrial, and recreational land to meet the needs of Taylor's current and future population while preserving the historical structures and small-town atmosphere of the City" (p. 4-11). Therefore, the re-zoning request is consistent with the goals, objectives, and actions in the Comprehensive Plan.

The Future Land Use Plan Map currently identifies the subject property parcels as being set aside for future institutional land uses. Unfortunately, the designations are pretty parcel specific rather general and conceptual and the institutional designations of the two parcels

were based on how the land was being used when the Comprehensive Plan and the FLUP Map were prepared. When this happens, it makes it difficult for the FLUP Map to be used as it is intended as the map is intended to help the Planning and Zoning Commission, City Council, and residents visualize the desired future land development pattern in the community.

The current designations in the area are a mix of Institutional, Downtown, Residential and Multi-Family. The request is the most consistent with the Downtown designation. More importantly, the request is perfectly aligned with the Land Use Narrative for the Downtown designation. See the narrative below:

Downtown (Peach): Area of the downtown consisting of the Central Business District and some new “infill” business and residences, upper story residential use with ground floor retail or professional use. Mixed use, a combination of residential and retail provides the opportunity of living and working in proximity. This concept fosters business that is open later, ones that can attract residents and visitors to a safe “walkable” shopping and entertainment environment. Economic development is then encouraged while preserving the unique identity and historic significance of the area.

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

In General

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

Commercial

- *Commercial areas should include a range of development types to serve regional as well as local needs, from large commercial developments to smaller, freestanding commercial sites.*
- *Parcels should be large enough to accommodate commercial use.*
- *Landscaping should be included in all commercial development for screening as well as to provide visual continuity and compatibility with adjacent uses while encouraging pedestrian access or use.*

Retail/Office

- *Neighborhood retail and service uses should be located at intersections of arterial or collector streets or at the edge of neighborhood areas unless appropriately placed within a planned development.*
- *Retail development should be clustered throughout the City and convenient to residential areas.*
- *Buffers should separate retail/office uses and residential areas.*
- *Downtown should be the major location for office, retail, service institutions and public use activities, particularly focusing on adaptive reuse of existing structures or redevelopment of vacant or industrial parcels.*
- *Office and professional uses should be compatible with nearby residential areas and other uses through appropriate building height limitations and adequate buffering and landscaping that encourage pedestrian access.*
- *Low-intensity office and professional uses should provide a transition between more intense uses and residential areas.*
- *Parking should be well labeled and adequate for the retail and office needs. Requiring more parking than is needed may discourage redevelopment and can create unnecessarily large parking lots*

Residential

- *Residential and commercial areas may be adjacent if separated by a buffer.*
- *Houses should have direct access to residential streets but not to arterials or major collector streets.*
- *There should be a variety of housing types on a variety of lot sizes in create complementary neighborhoods.*

Staff Recommendation

In conclusion, Staff recommends approval of the requested re-zoning to Central Business Zoning District (B-3) from Local Business Zoning District (B-1). Because the request is consistent with the FLUP Map and the Land Use Narrative for Downtown where the B-3 zoning is. The request if granted will promote economic development. Also, the request is an infill development project. The utilities and street system already in place for the new owner. This means the existing infrastructure can be used efficiently. Last, no infrastructure will need to be constructed out of the core area of Taylor.

Planning and Zoning Commission Recommendation

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

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

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

The Staff analysis indicates that this request for re-zoning is consistent with the intent of the Comprehensive Plan. As the mixed FLUP designations (Commercial ones and different Residential ones) though they are parcel specific indicate the subject property is in an area which is appropriate for the requested B-3 zoning district. The change to is consistent with the Downtown Land Use Narrative and meets the overarching Land Use Goal of Taylor.

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

The Staff analysis indicates this proposed re-zoning is compatible with the surrounding area. The surrounding development consists of a commercial (including B-3) and multi-family zoning, as well as residential, commercial, public, and institutional land uses.

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

The purpose of the Comprehensive Plan and the City's development ordinances is to promote the health, safety and general welfare by promoting safe, orderly, and economically sustainable development. According to the Staff analysis, the purposes of the Planning Principles and Policy Guide of the Comprehensive Plan will be met as the proposed development will comply with all ordinances.

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

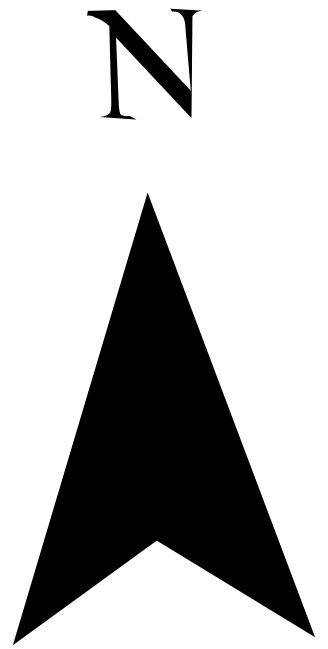
As this is infill development, there is adequate infrastructure for the proposed redevelopment, as this development is located where the City has established a development pattern for the efficient use of land, infrastructure, and fiscal resources.

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

Recently, there has been an up-tick in the amount of interest from the public in redeveloping in Downtown Taylor and along North Main Street (State Highway 95). Interest in new development in this area indicates that a change from a zoning district that only permits low-intensity commercial uses by-right to a zoning district that permits a variety of land uses by-right would be more conducive to future development of the subject property.

Attachments:

1. Current Zoning Map
2. Future Land Use Plan Map
3. Proposed Zoning Map
4. Proposed Ordinance with Exhibits

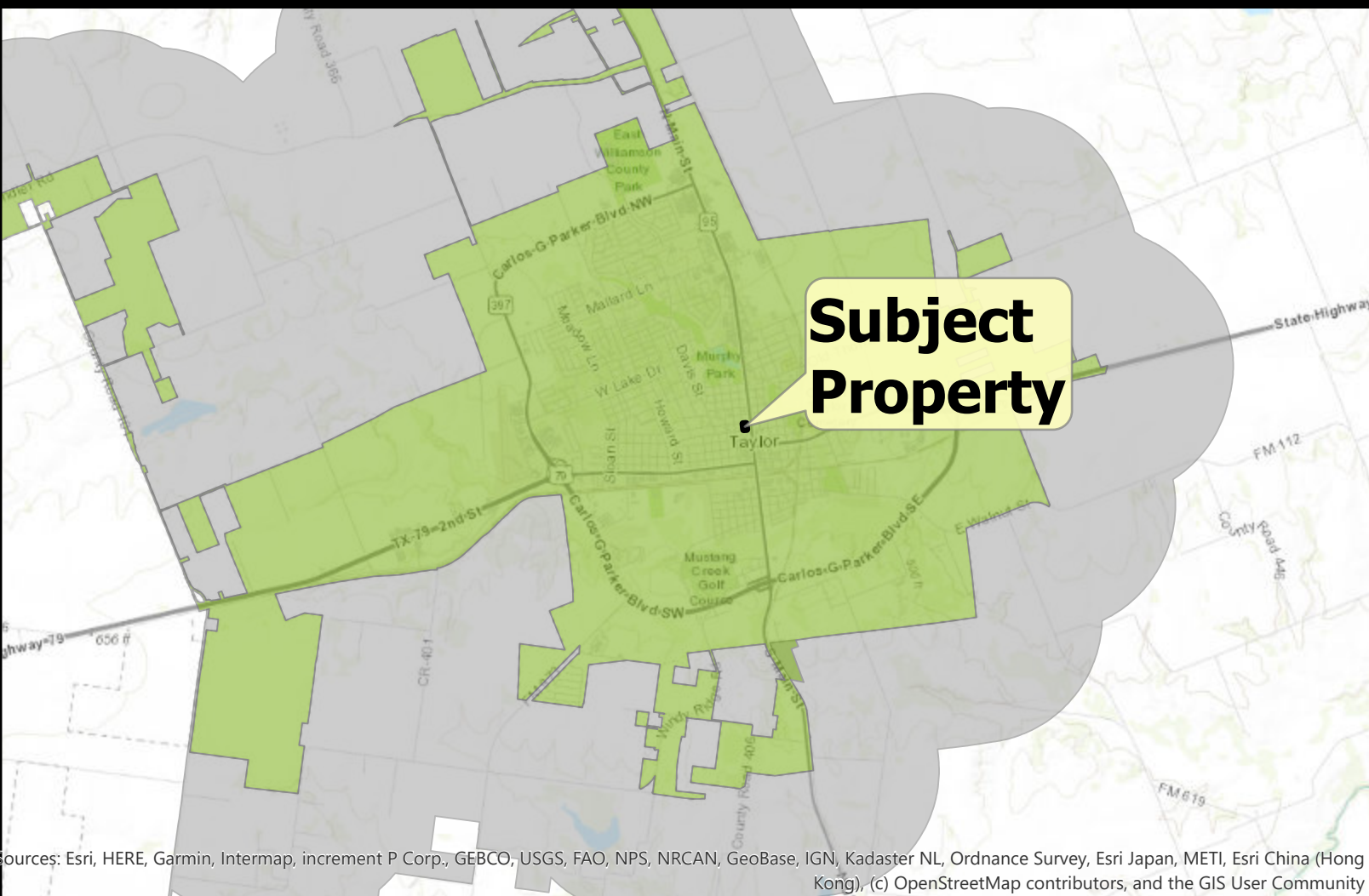


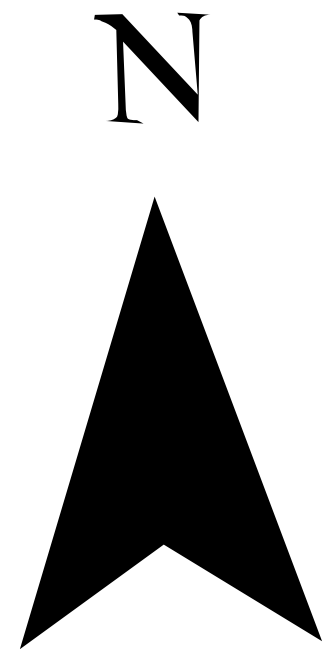
PZ-2021-1326

114 W. 6th St. Re-Zoning Current
Zoning Map
Approximately 0.78 Acres

Legend

- Subject Property
- ZONING
 - B-1
 - B-3 Central Business
 - MF-2 Multi-Family
 - Streets



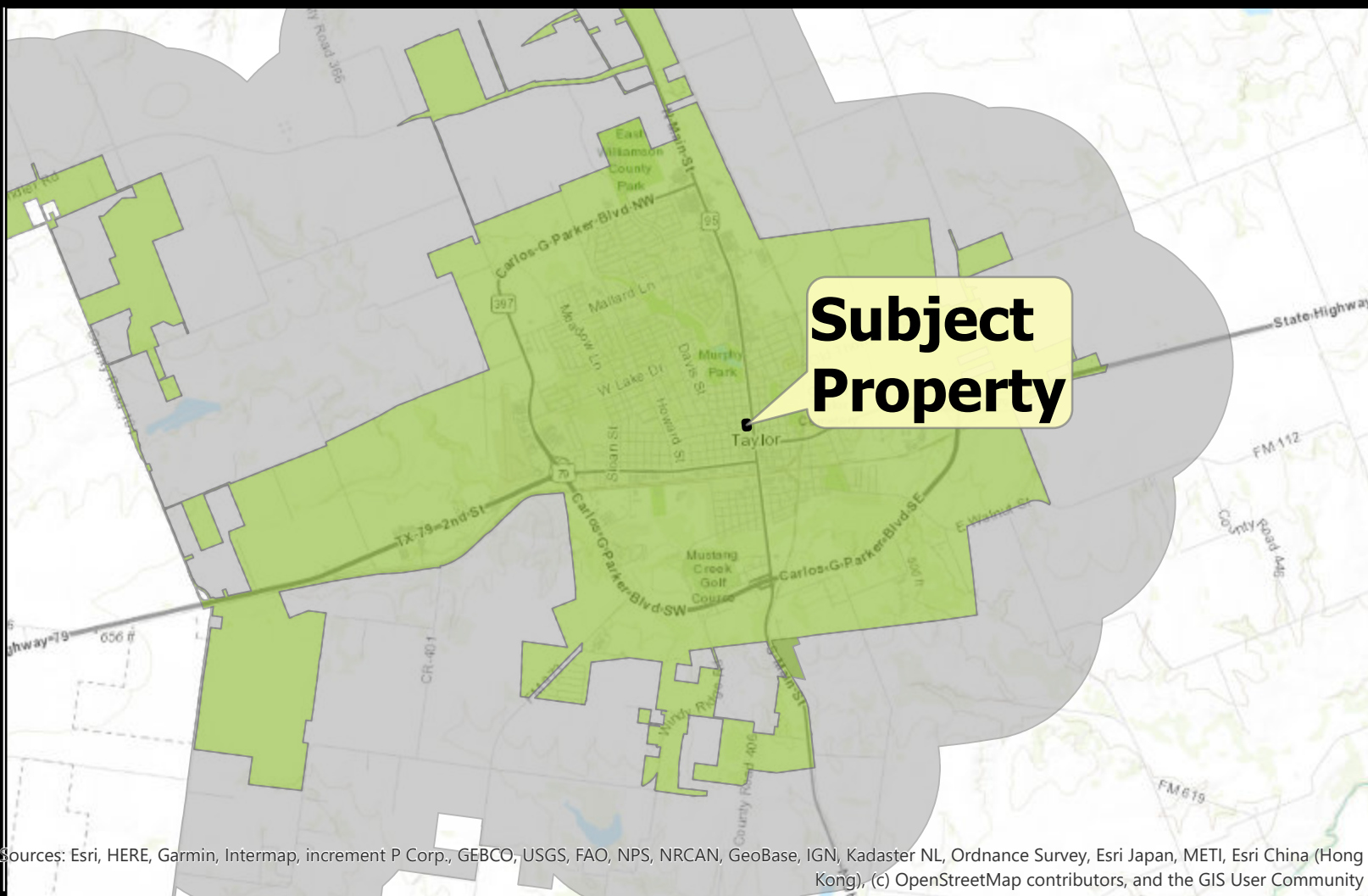


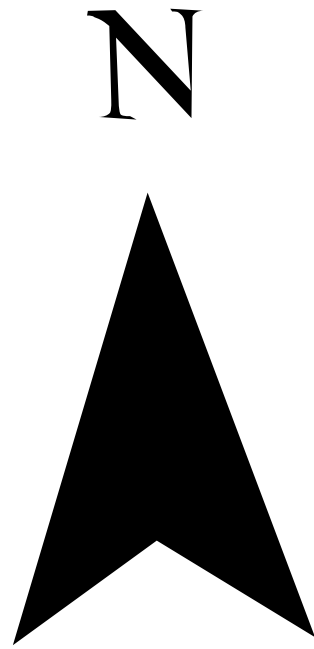
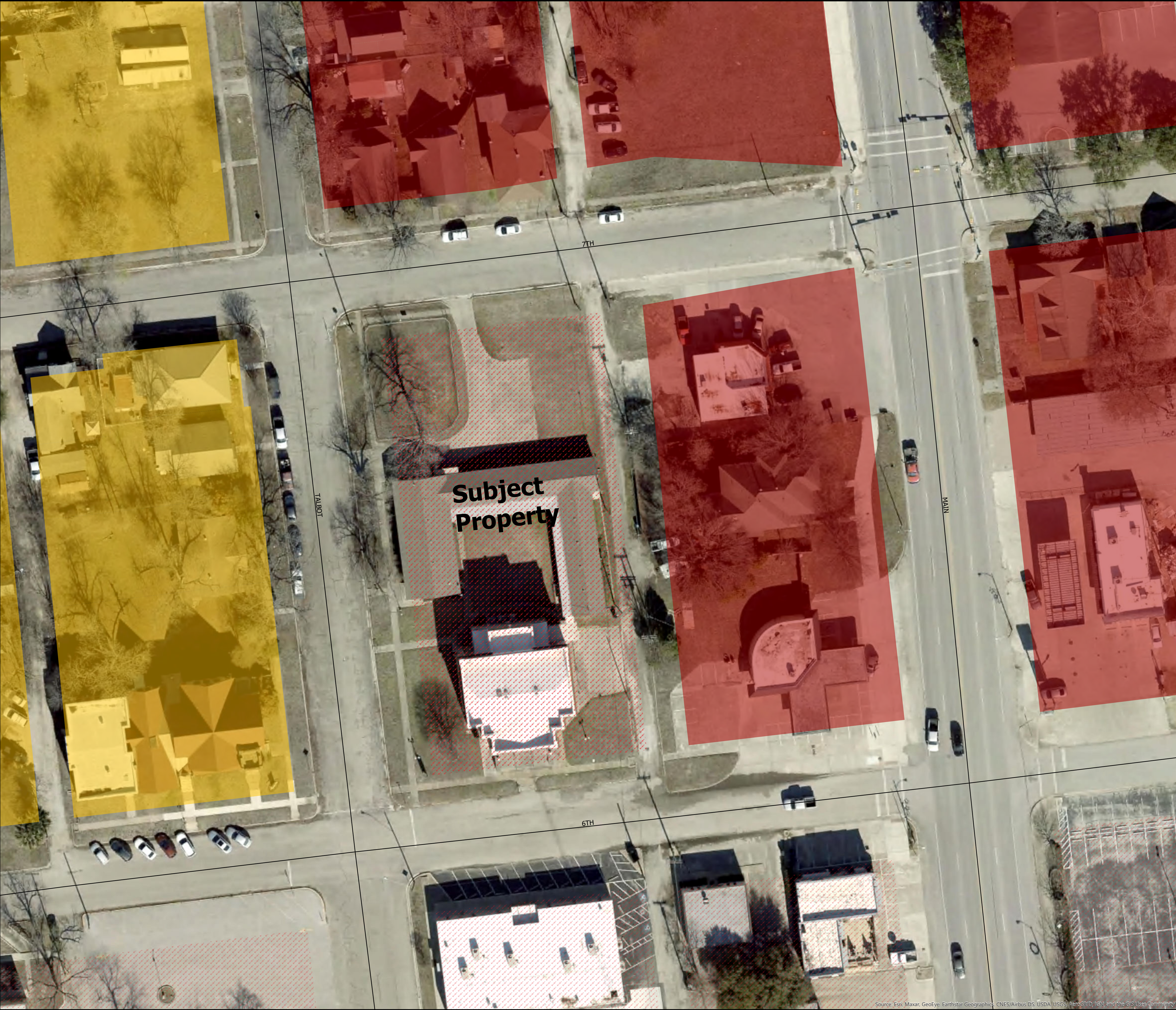
PZ-2021-1326

114 W. 6th St. Re-Zoning Future
Land Use Plan Map
Approximately 0.78 Acres

Legend

- Subject Property
- 2013 Future Land Use
- DOWNTOWN
- SINGLE FAMILY
- SEMI-PUBLIC/INSTITUTIONAL
- Streets



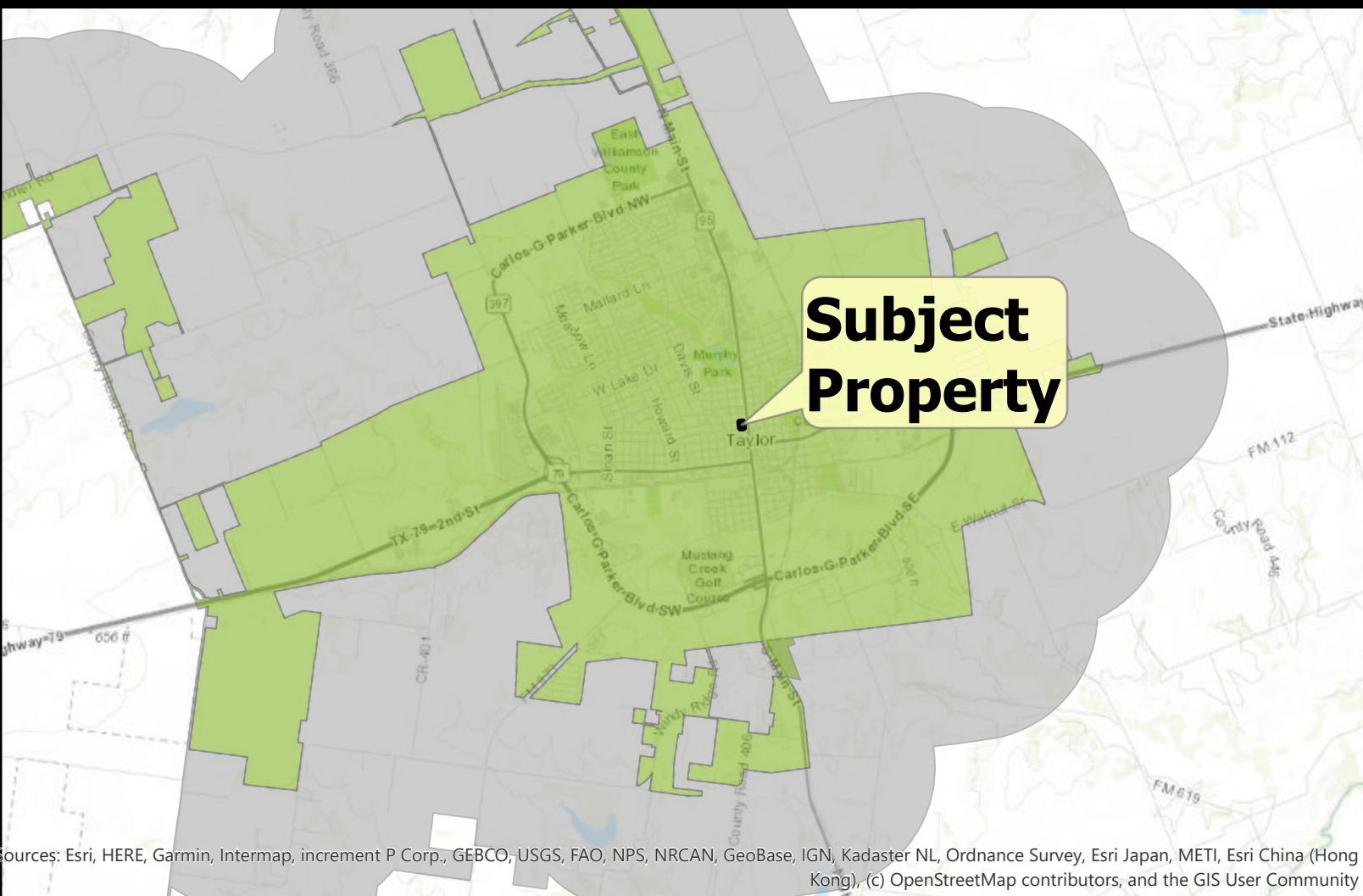


PZ-2021-1326

114 W. 6th St. Re-Zoning Proposed
Zoning Map
Approximately 0.78 Acres

Legend

- Streets
- B-1
- ▨ B-3 Central Business
- MF-2 Multi-Family



ORDINANCE NO. 2021-19

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 0.777 ACRES FROM LOCAL BUSINESS ZONING DISTRICT (B-1) TO CENTRAL BUSINESS ZONING DISTRICT (B-3) LOCATED AT 114 WEST SIXTH STREET AND 620 TALBOT STREET; MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R015106 AND R015107; LEGALLY DESCRIBED AS CITY OF TAYLOR, LOTS 4, 5 & 6, BLOCK 33; TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on July 22, 2021, to consider the request made by the applicant, whose property is legally described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes (“Property”), to change the zoning for the Property from Local Business Zoning District (B-1) to Central Business Zoning District (B-3); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on July 13, 2021, to consider the zoning request, and recommended approval of the zoning change to the City Council; and

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

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

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

SECTION 2. The zoning district of the Property is changed from Local Business Zoning District (B-1) to Central Business Zoning District (B-3).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from Local Business Zoning District (B-1) to Central Business Zoning District (B-3) as shown in Exhibit “B” attached hereto and incorporated herein for all purposes.

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

SECTION 5. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2021-19 was introduced before the Taylor City Council on the 22nd day of July 2021.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2021.

Brandt Rydell, Mayor

ATTEST:

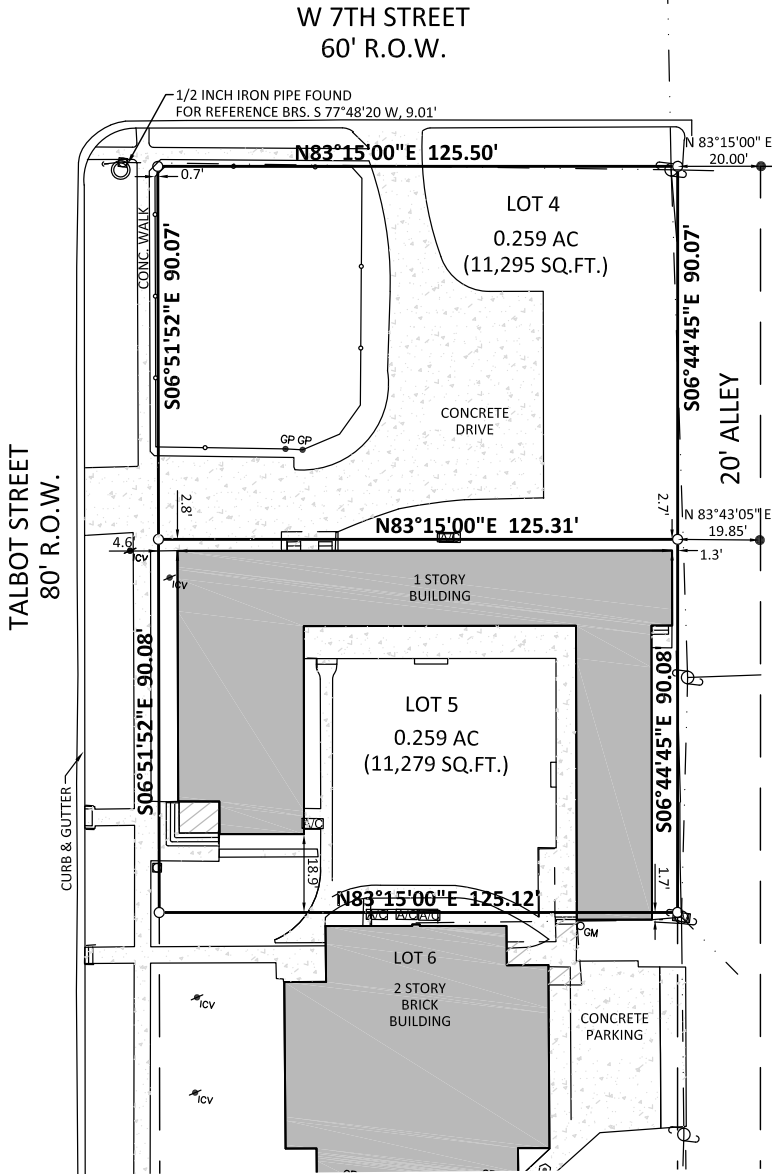
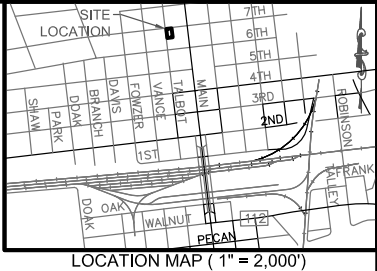
Dianna Barker, City Clerk

APPROVED AS TO FORM:

Mark Schroeder, City Attorney

BEING LOT 4 & 5, BLOCK 33, CITY OF TAYLOR, IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP OR PLAT RECORDED IN CABINET A, SLIDE 186 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Exhibit A



- LEGEND**
- 1/2 INCH IRON ROD FOUND
 - 5/8 INCH IRON ROD SET
 - △ A/C UNIT
 - CLEANOUT
 - ⊕ ELECTRIC METER
 - ⊕ GAS METER
 - ⊕ GATE POST
 - ⊕ GUY ANCHOR
 - ⊕ IRRIGATION CONTROL VALVE
 - ⊕ LIGHT STANDARD
 - ⊕ MANHOLE WASTEWATER
 - ⊕ POWER POLE
 - ⊕ WATER METER
 - ⊕ WATER VALVE
 - R.O.W.
 - RIGHT-OF-WAY
 - OVERHEAD ELECTRIC
 - CHAIN LINK FENCE

TO: AUSTIN TITLE COMPANY
RE: DOUG MOSS, DBA 616 TALBOT, LLC

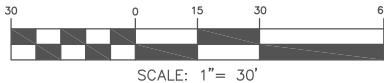
THE UNDERSIGNED HEREBY CERTIFIES:
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **DECEMBER 18, 2020**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48491C0533F**, EFFECTIVE **DECEMBER 20, 2019**, THE SUBJECT TRACT IS LOCATED IN ZONE "X", WHICH IN THIS CASE **IS NOT** LOCATED IN A SPECIAL FLOOD HAZARD AREA.



NOTES:

- THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **AUSTIN TITLE COMPANY**, G.F. NO. AUT-22-004-AUT20016821C, EFFECTIVE DATE: NOVEMBER 4, 2020. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
- THIS TRACT IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHT TO CREATE ADDITIONAL PUBLIC UTILITY EASEMENTS, IF ANY, ACROSS SUBJECT PROPERTY AS SHOWN IN CABINET A, SLIDE 186 OF THE PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.
- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.



COREY JOSEPH HALL, RPLS
TEXAS REGISTRATION NO. 6362



**KONTUR
TECHNICAL, LLC**

26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TEL: (512) 360-0012 TBPELS REGISTRATION #10194591

LAND TITLE SURVEY

114 W 6TH STREET
TAYLOR, TEXAS 76574

DRAWN BY: BRC

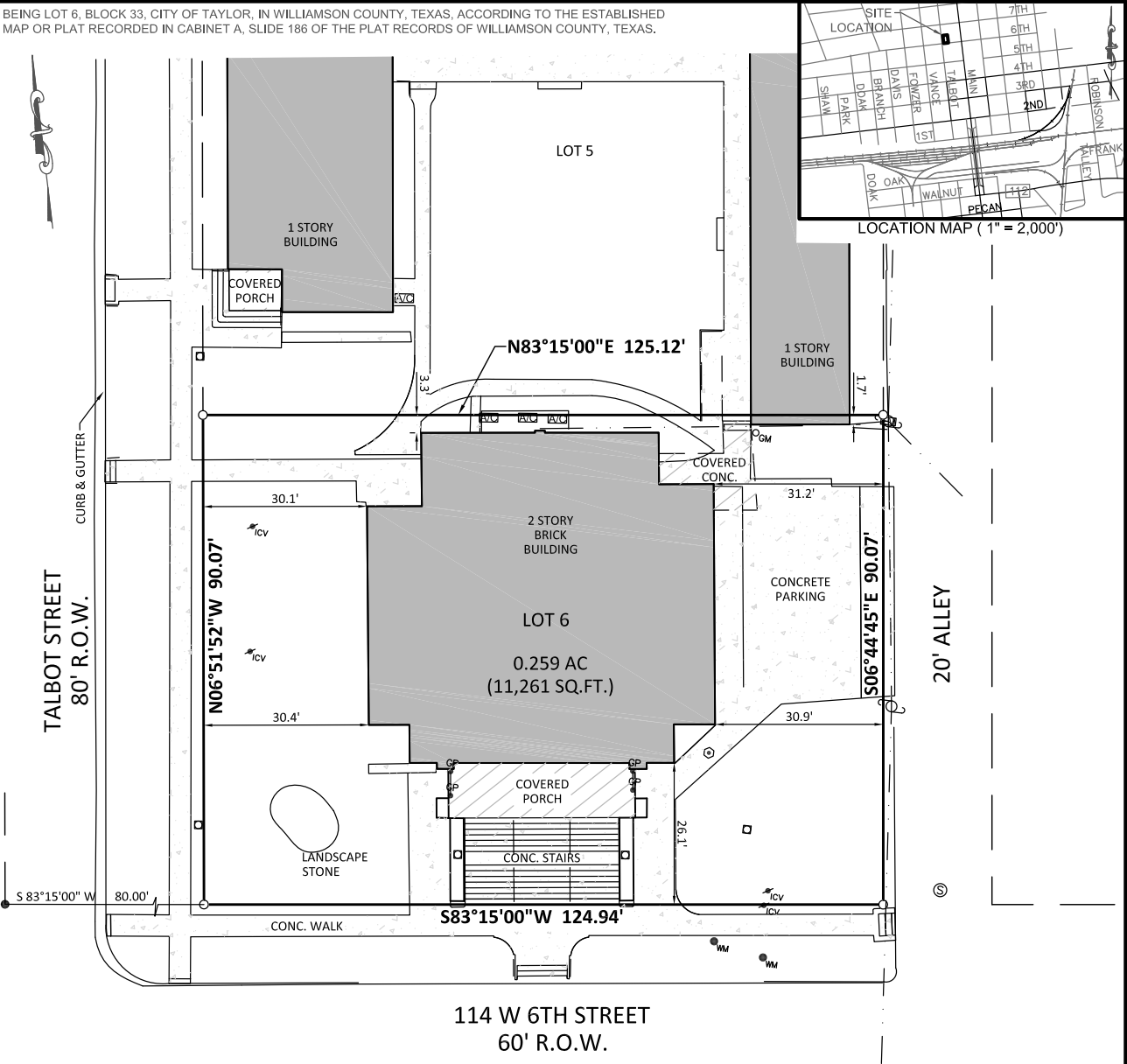
DATE: 1/7/2021

JOB NO.: 4051.001

SCALE: 1" = 30'

SHEET 1 OF 1

BEING LOT 6, BLOCK 33, CITY OF TAYLOR, IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP OR PLAT RECORDED IN CABINET A, SLIDE 186 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



LEGEND

- 1/2 INCH IRON ROD FOUND
- 5/8 INCH IRON ROD SET
- AC A/C UNIT
- ⊙ CLEANOUT
- EM ELECTRIC METER
- ⊙ GAS METER
- ⊙ GATE POST
- ⊙ GUY ANCHOR
- OVERHEAD ELECTRIC
- icv IRRIGATION CONTROL VALVE
- LIGHT STANDARD
- ⊙ MANHOLE WASTEWATER
- ⊙ POWER POLE
- ⊙ WATER METER
- ⊙ WATER VALVE
- R.O.W. RIGHT-OF-WAY

NOTES:

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TO: AUSTIN TITLE COMPANY
RE: DOUGLAS MOSS, DBA 114W6, LLC

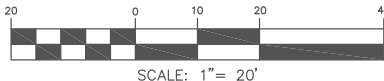
THE UNDERSIGNED HEREBY CERTIFIES:

THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **DECEMBER 18, 2020**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48491C0533F**, EFFECTIVE **DECEMBER 20, 2019**, THE SUBJECT TRACT IS LOCATED IN ZONE "X", WHICH IN THIS CASE **IS NOT** LOCATED IN A SPECIAL FLOOD HAZARD AREA.



COREY JOSEPH HALL, RPLS
TEXAS REGISTRATION NO. 6362



**KONTUR
TECHNICAL, LLC**

26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TEL: (512) 360-0012 TBPELS REGISTRATION #10194591

LAND TITLE SURVEY

114 W 6TH STREET
TAYLOR, TEXAS 76574

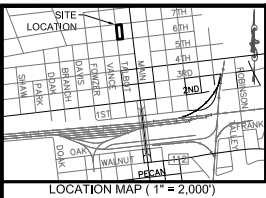
DRAWN BY: BRC

DATE: 1/7/2021

JOB NO.: 4051.001

SCALE: 1" = 20'

SHEET 1 OF 1



NOTES:

1. WATER LINES ARE APPROXIMATE AND BY RECORD PROVIDED BY CITY OF TAYLOR GIS INTERACTIVE MAP.

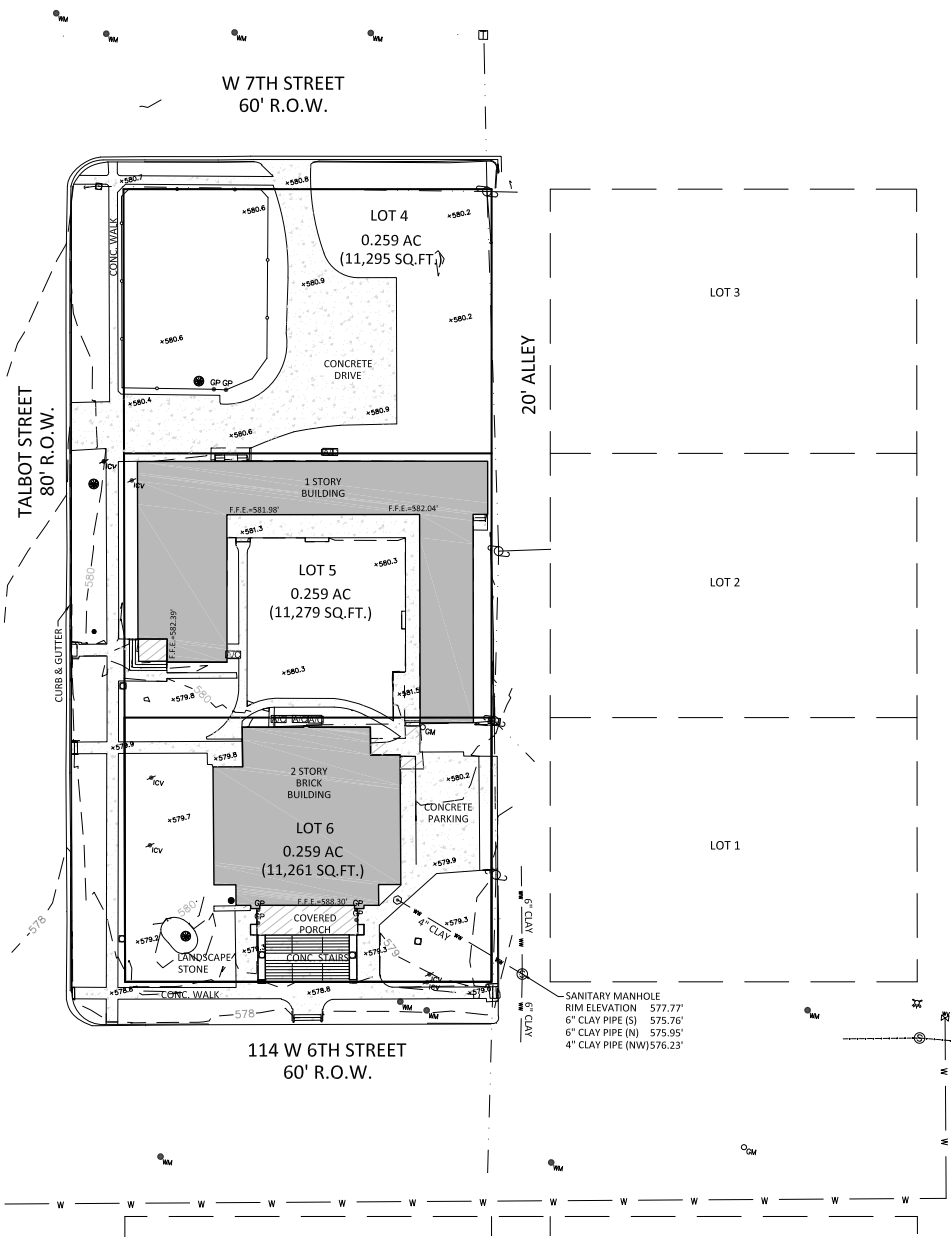
TO: DOUG MOSS, DBA 616 TALBOT, LLC

THE UNDERSIGNED HEREBY CERTIFIES:

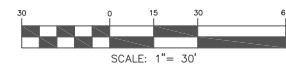
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Corey J. Hall
COREY JOSEPH HALL, RPLS
TEXAS REGISTRATION NO. 6362



- NOTES:
1. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **AUSTIN TITLE COMPANY**, G.F. NO. AUT-22-004-AUT20016821C, EFFECTIVE DATE: NOVEMBER 4, 2020, PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
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 3. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.

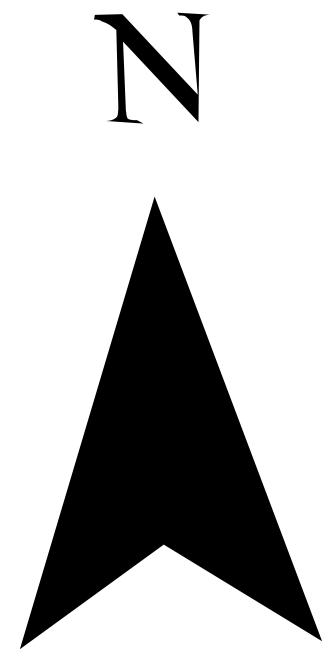
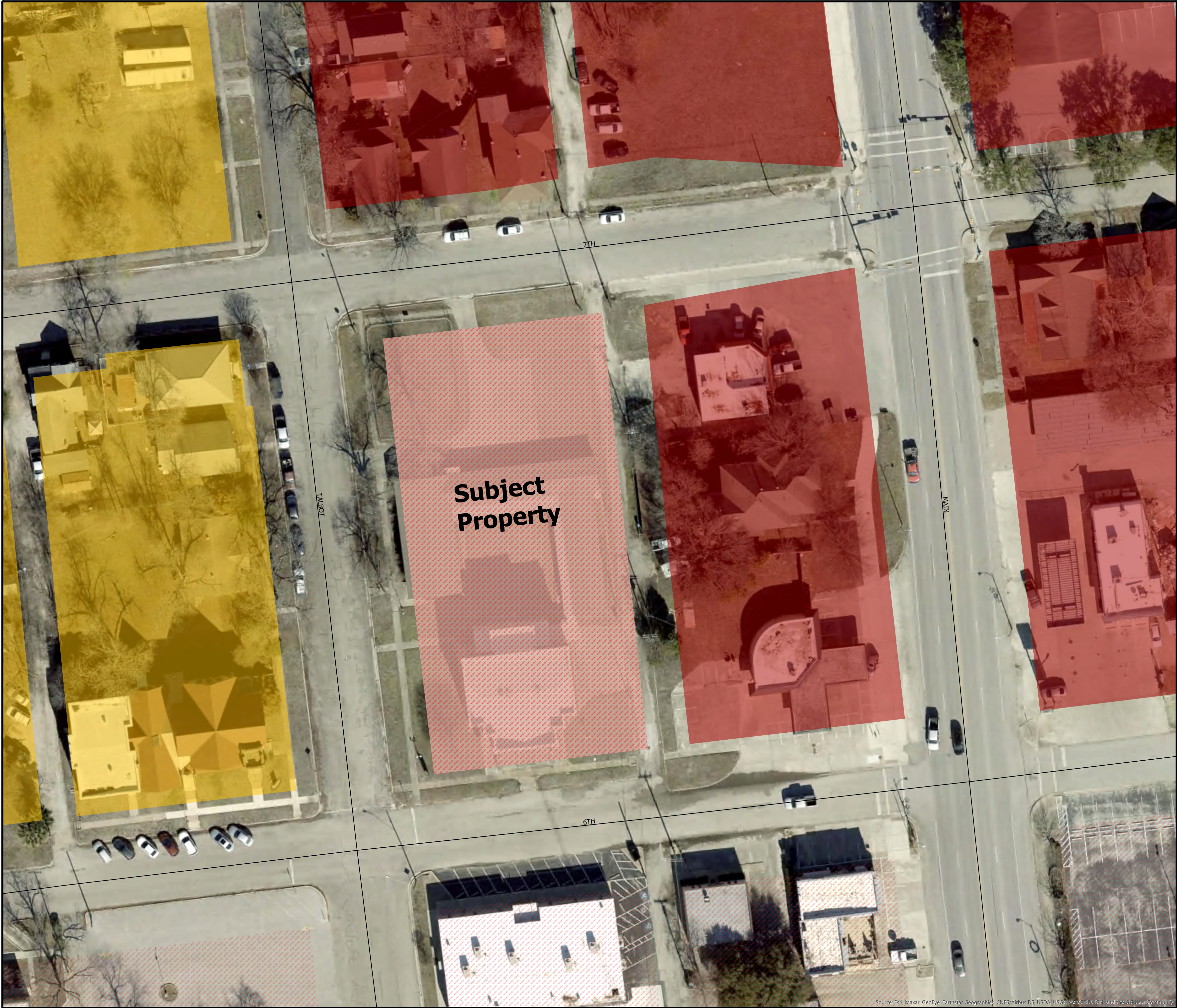


26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TEL: (512) 360-0012 TBPELS REGISTRATION #10194591

TOPOGRAPHIC SURVEY

BEING LOTS 4, 5 & 6 BLOCK 33, CITY OF TAYLOR, IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP OR PLAT RECORDED IN CABINET A, SLIDE 186 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

NO.	DATE	REVISIONS	BY	DRAWN BY:	BRC
				CHECKED BY:	CJH
				DATE:	1/11/2020
				SCALE:	1" = 30'
				JOB NO.:	4051.001

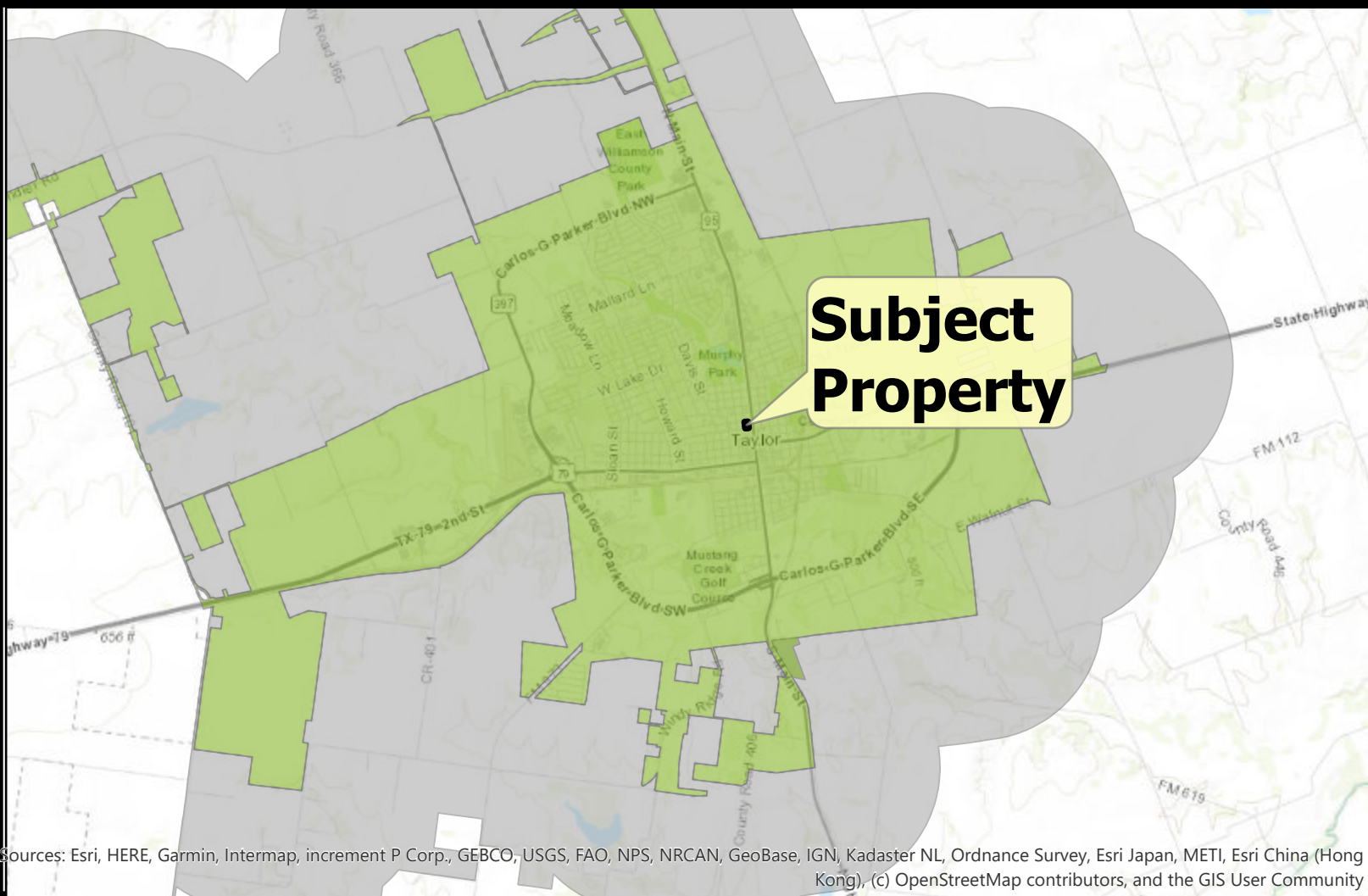


PZ-2021-1326

114 W. 6th St. Re-Zoning Proposed
Zoning Map
Approximately 0.78 Acres

Legend

- Proposed B-3 Zoning
- B-1
- B-3 Central Business
- MF-2 Multi-Family
- Streets





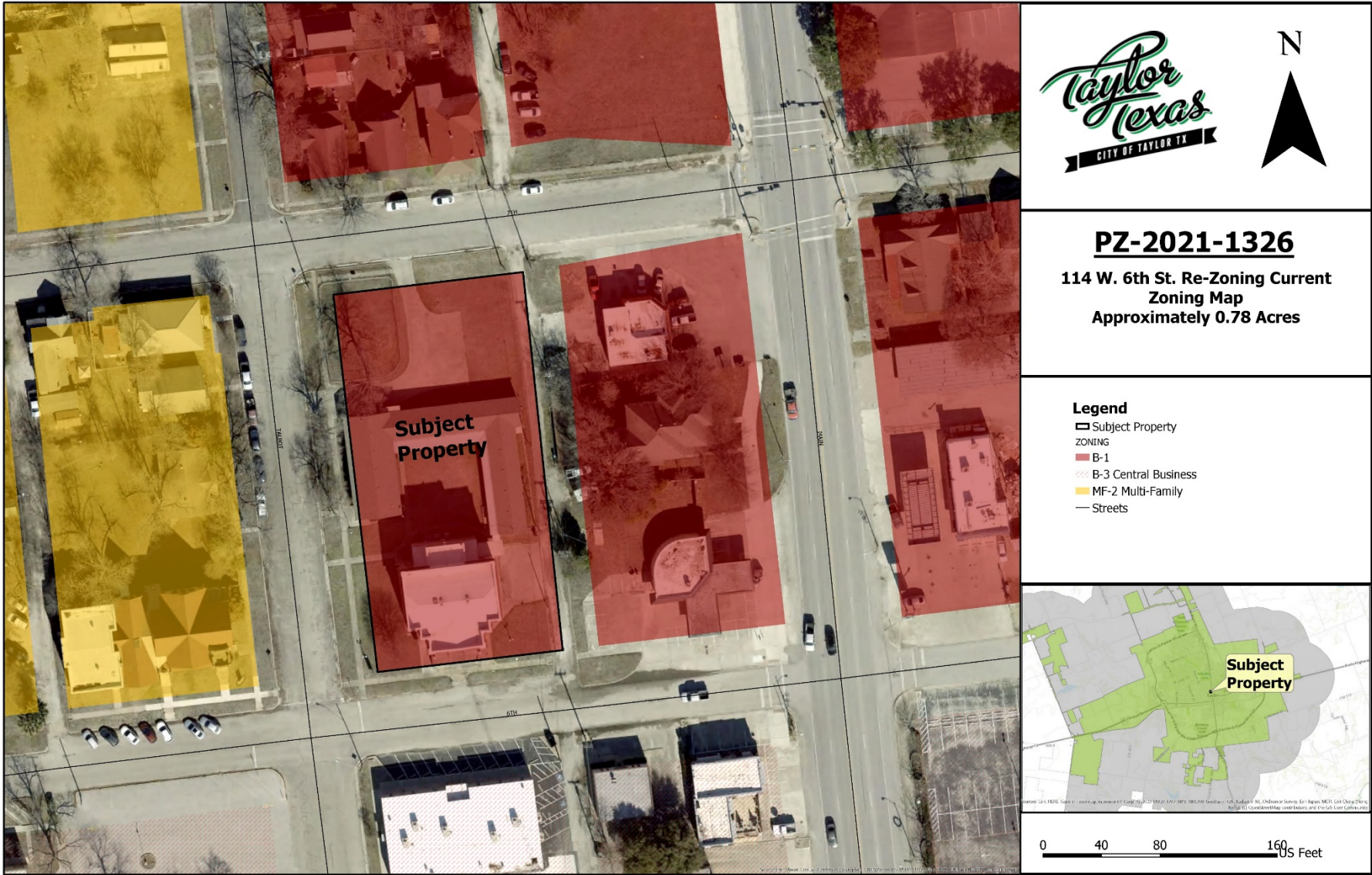
City of Taylor City Council

July 22, 2021

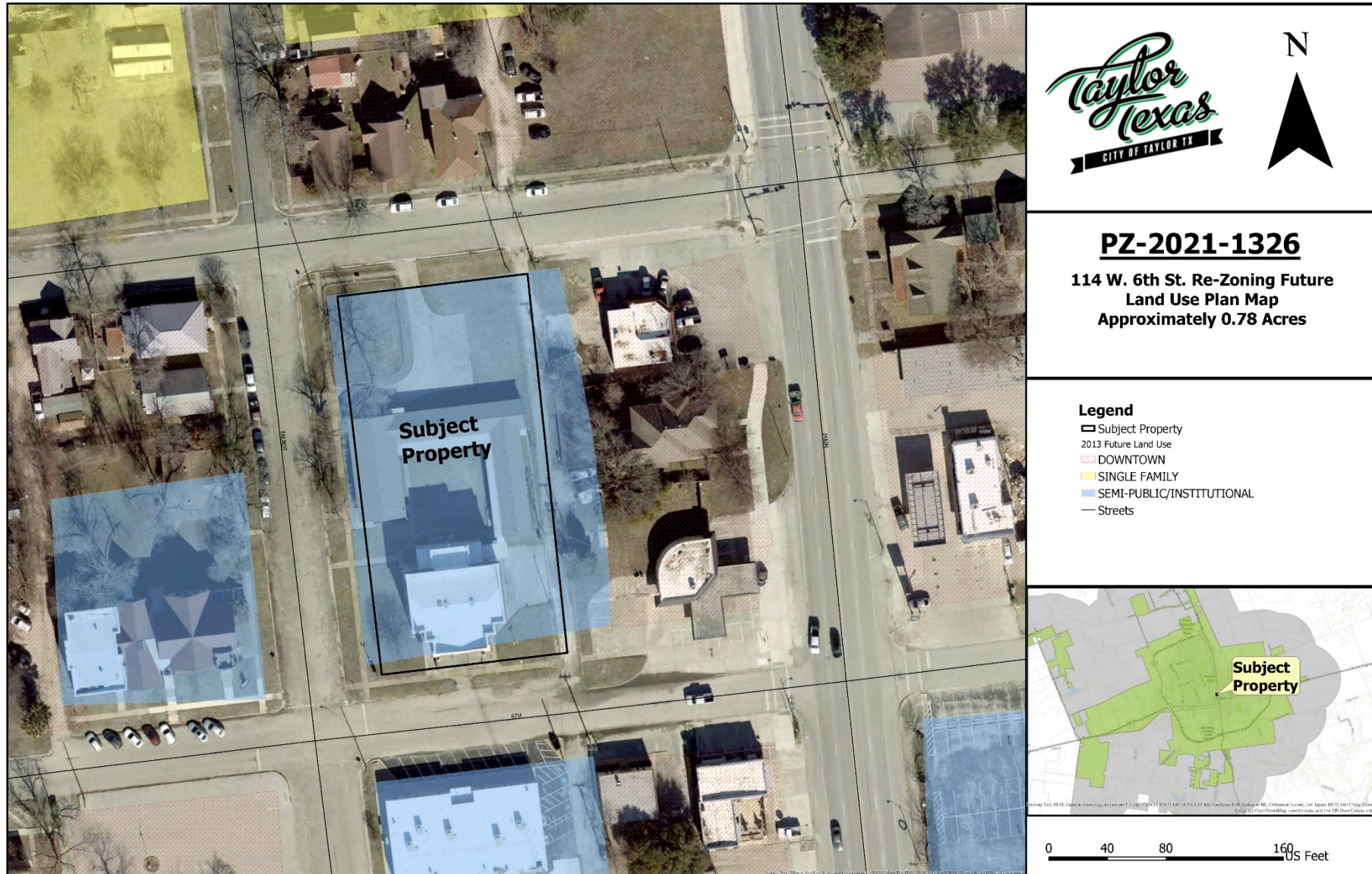
PZ-2021-1326

Re-Zoning Request for the Former Presbyterian Church

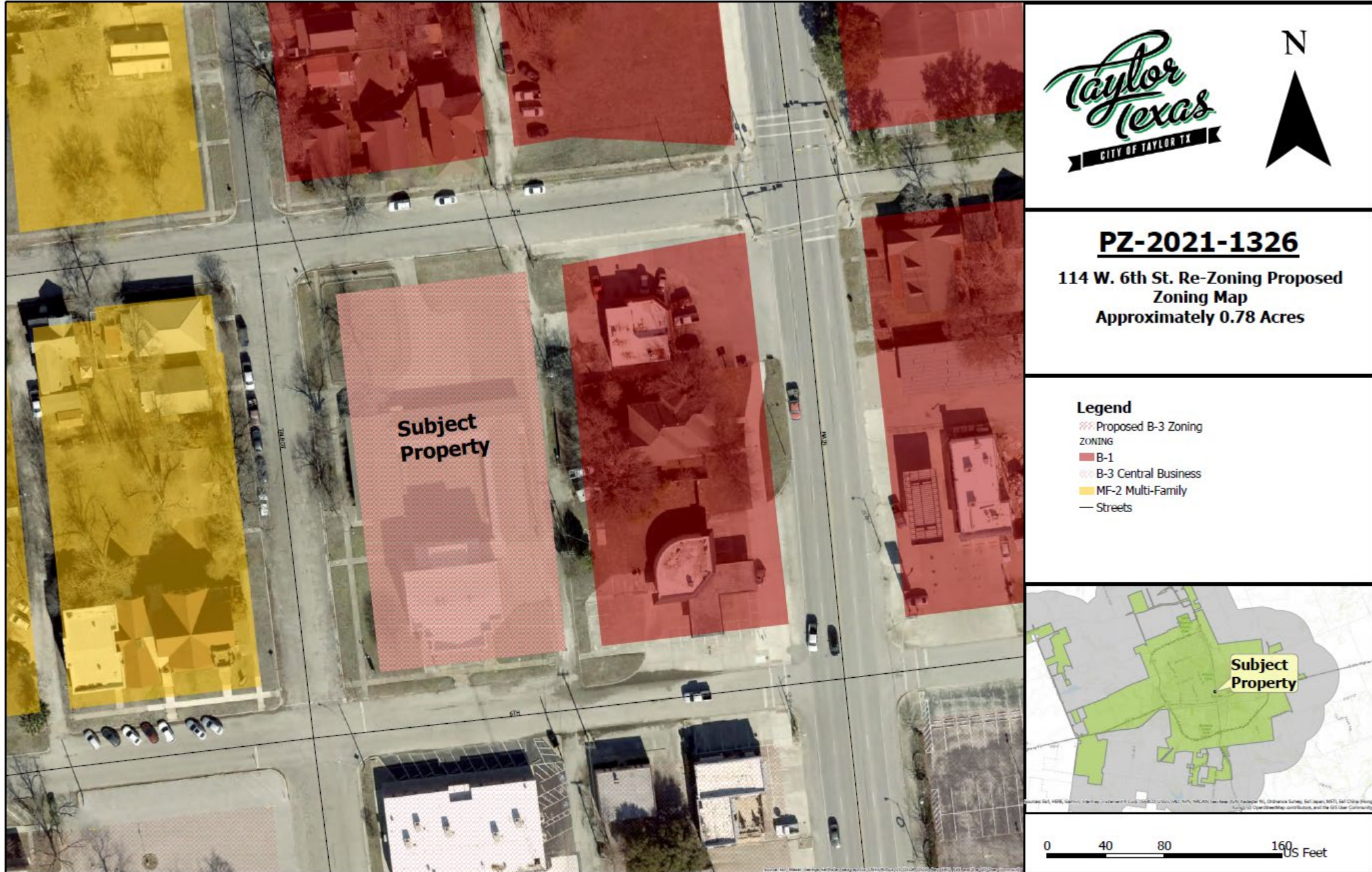
Current Zoning Map



Survey Map



Proposed Zoning Map



Staff Recommendation

The Planning and Zoning Commission unanimously voted to recommend approval of the request.

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



City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 9

Agenda Title: **Consider Resolution R21-23 authorizing submission of two grant applications to Texas Department of Emergency Management and authorizing the City Manager as the official to represent the city on matters with the FEMA Hazard Mitigation Grant.**

Council Action to be taken: Consider and Approve Resolution

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager
David Legere, Langford Community Management Services

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Several weeks ago, staff was made aware of two different opportunities for funding through FEMA Hazard Mitigation Grant Projects (HMGP). This grant opportunity is a 75% grant with 25% match with no max application amount. The main components of this grant opportunity would be to provide assistance with a drainage project and generator(s).

There are two different mitigation grant applications: one is DR-4586 Texas Winter Storm, and the other application is DR-4572 Laura which is to protect public and or private property within the city to prevent or reduce future loss of lives or property.

The main two projects we would target will be an additional generator(s) and the Donna Channel for each application. The generator project will be a challenge to obtain funding as there is only about \$2 million in funds available. The drainage project is likely to score better and there is a larger pool of money to fund these types of projects, therefore our grant consultant recommended we apply for both.

Donna Improvements

The Donna improvements include proposed new underground storm improvements along Mallard, Drake and Davis Street and includes regrading of the existing grass lines channel located behind the residential lots along Donna Drive. Storm drain sizes range from 30" to 48" RCP and multiple 5'x4' concrete box culverts. The project can be phased as funding becomes available. Phasing would need to initiate at the south at Bull Branch and extend north and east.

The overall Donna improvements are preliminary estimated to be \$4.7 million to \$5.1 million assuming funding becomes available before 2024.

Preliminary Opinion of Probable Cost	
Item Description	Estimate
Storm Improvements	\$ 2,064,825.00
Road Improvements	\$ 952,525.93
Traffic Control (1%)	\$ 30,173.51
Erosion and Sediment Control (0.5%)	\$ 15,086.75
Utility Adjustments (5%)	\$ 103,241.25
Mobilization	\$ 316,585.24
Preliminary Total	\$ 3,482,437.69
Contingency (20%)	\$ 696,487.54
Design/Soft Costs (15%)	\$ 522,365.65
Overall Preliminary Project Total*	\$ 4,701,290.88
*All values are in 2021 dollars, an inflation rate of 3% should be allocated to each year until formal project funding.	

The estimated cost for the applications will be about \$5,000-\$10,000, which includes the cost for grant application and engineering pre-application work. This portion would be funded through the general fund.

The project cost at this time for the generator(s) is estimated \$400,000 to \$600,000, depending on what type of generator(s) that are selected to apply towards. The overall Donna improvements are preliminary estimated to be \$4.7 million to \$5.1 million assuming funding becomes available before 2024.

The 25% match for the grant would need to come from the 2022 issuance and we would know if awarded. The maximum project cost is \$5.7 million with a match requirement of \$1,425,000. The city would need to include this amount in the 2022 debt issuance but allow for flexibility of we are not awarded this grant. Another option if not funded by the grant, the city could use the bond funds towards completing part of the Donna improvements.

The city, to complete the application process, will also have to hire an Engineer and Grant Administrator to help us complete the pre-applicant requirements for the grant, which is due on September 7th. These items were included with this agenda, to speed up the pre grant application process and to allow the engineer to complete the pre-grant application work. If the due date for the applications are delayed, it will be due in early November or December. The awarding of the will take nine-twelve months after the grants are submitted, which will be around late summer 2022 to fall 2022.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Opportunity to gain funding to address a couple of issues • Prevent future flooding issues	• Not awarded, would lose application and engineering work dollars.

4. RECOMMENDATION

Approve resolution R21-23 and submit grant application.

5. FUNDING SOURCE

General fund for application dollars.

6. TIMELINE

Resolution R21-23 approved July 22, 2021

Award RFQ for Engineering and RFP for Admin. July 22, 2021

Apply for grant by September 7, 2021

Notification of grant award summer to fall 2022

7. OTHER OPTIONS (In order of preference)

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

8. ATTACHMENTS

9a. [Resolution R21-23](#)

9b. [PowerPoint presentation](#)

9c. [Donna Channel improvements exhibit](#)

RESOLUTION R21-23

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

WHEREAS, the City of Taylor, Texas is developing applications for FEMA Mitigation funds for DR-4586 TEXAS WINTER STORM AND DR-4572 Laura-TX to protect public and or private property within the City to prevent or reduce future loss of lives or property; and

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

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

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

- Section 1. That the City of Taylor, Texas is authorized to submit an application for FEMA Mitigation Funds for DR-4586 Texas Winter Storm and DR- 4572 Laura-TX.
- Section 2. That the City Manager be appointed the Chief Executive Officer and Authorized Representative to act on behalf of the City in all matters in connection with the FEMA Mitigation Project.
- Section 3. That the City is committing to provide 25% or more matching funds in contribution to the FEMA Mitigation Project.

PASSED AND APPROVED this 22nd day of July 2021.

ATTEST:

Brandt Rydell
Mayor

Dianna Barker
City Clerk



City of Taylor

Resolution R21-23 authorizing submission of two
grant applications to Texas Department of Emergency
Management

Summary of Grant

- Option to apply for two different FEMA Hazard Mitigation Grant Projects.
- Grant has no max amount, but requires 25% city match
- Proposing to apply for Donna Channel project and generator(s)
- Drainage is likely to score well, generator will be competitive
- Estimated total cost for projects is \$5.7 million, with \$1.425 million match
- City will need to allocate \$1.4 million in 2022 bond issuance, but allow flexibility, in debt issuance for these funds if not awarded grant

Next Steps

- Approve Resolution 21-23 to start application process
 - Next items we will need to hire Grant Administration and Engineering for the pre-grant work needed
 - Submit grant on due date September 7, which may be delayed to November/December
 - Allocate matching funds in 2022 debt issuance
 - Grant award summer-fall 2022
- 
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Questions?



CITY OF TAYLOR MASTER DRAINAGE PLAN

THE DONNA CHANNEL



PROJECT DESCRIPTION:

The Donna Channel is currently undersized and stormwater flows will exceed channel banks. Water not captured by the channel will flow overland toward Davis St. until it reaches Bull Branch. To mitigate uncontrolled flow for the Donna Channel, two new storm drain systems and channel improvements are proposed as a three-phase solution.

Phase I includes a new storm drain system starting along Davis St. Pipe sizes range from 48" RCP to 2—5' x 4' RCBs.

Phase II includes Donna Channel improvements along with repairing a retaining wall and a new cross culvert at Drake St.

Phase III includes a new storm drain system along Drake St. Pipe sizes range from 30" RCP to 48" RCP.

BENEFITS

- ♦ Alleviates ponding of Davis Street, Malldard Lane, and Drake Lane
- ♦ Relieves existing capacity concerns for the Donna Channel
- ♦ Reduces private property flood concerns
- ♦ Phased construction allows for budget flexibility

CHALLENGES

- ♦ Construction impact to residents
- ♦ Future maintenance & easement needs

QUICK FACTS

- ➔ 9 Public Input Points Addressed
- ➔ 3265 Linear Feet of Storm Drain
- ➔ 32 New Inlets
- ➔ 1600 Feet of Channel Improvements

Preliminary Opinion of Probable Cost	
Item Description	Estimate
Storm Improvements	\$ 2,064,825.00
Road Improvements	\$ 952,525.93
Traffic Control (1%)	\$ 30,173.51
Erosion and Sediment Control (0.5%)	\$ 15,086.75
Utility Adjustments (5%)	\$ 103,241.25
Mobilization	\$ 316,585.24
Preliminary Total	\$ 3,482,437.69
Contingency (20%)	\$ 696,487.54
Design/Soft Costs (15%)	\$ 522,365.65
Overall Preliminary Project Total*	\$ 4,701,290.88

*All values are in 2021 dollars, an inflation rate of 3% should be allocated to each year until formal project funding.

PRELIMINARY



City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 10
Agenda Title: Consider awarding grant administration services for a FEMA Hazard Mitigation Grant (HMGP) Project

Council Action to be taken: Receive recommendation/Vote on Approval/Award of Grant Administration

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The City of Taylor solicited for grant administration services for the HMGP project. Grant Administration must be awarded to help with the application and pre-award grant requirements.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

As an ongoing effort to mitigate flood risk within Taylor, city staff has been proactively looking for grant opportunities to assist with addressing these issues. City staff identified the HGMP Program as an opportunity we should look at applying towards.

The HGMP Program provides financial assistance for drainage projects and generators. The grant provides 75% funding toward the project with 25% being matched by the city. The City would utilize bond funds in 2022 to match this grant.

The Grant Administration proposals were received by July 14th at 4pm and the city received one application. The committee consisting of two staff members and Councilor Drummond, scored the grants on July 15th and recommend you award grant administration services to Langford Community Management Services.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Opportunity to perform flood mitigation activity and gain additional generator with grant funds	• Some (minimal) staff and City Council time • Will not recoup application fee and engineering fee if not awarded grant

4. RECOMMENDATION

Staff recommendation is to recommend awarding the bid, based on the scoring committee recommendation to Langford Community Management Services.

5. FUNDING SOURCE

General Fund.

6. TIMELINE

The HGMP applications are due September 7, 2021.

7. OTHER OPTIONS (In order of preference)

- Make decision to award Grant Administration to another firm (other than scoring committee's recommendation)
- Decide not to go forward with HGMP application

8. ATTACHMENTS

10a. [Summary Bid Sheet – Admin Services](#)

SUMMARY of HMGP PROGRAM

Grant Admin and Project Mgmt Services

(Hazard Mitigation Grant Program)

Thursday, July 15, 2021

Experience
Work Performance
Capacity to Perform
Proposed Cost
TOTAL:

J. Jenkins				M. Drummond				J. Gray			
Langford recvd 7-9				Langford recvd 7-9				Langford recvd 7-9			
28				28				28			
26				28				30			
19				19				18			
18				18				20			
91	0	0	0	93	0	0	0	96	0	0	0

Langford Mgmt	280
	0
	0



City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 11

Agenda Title: Consider awarding engineering services for a FEMA Hazard Mitigation Grant (HMGP) Project

Council Action to be taken: Receive recommendation/Vote on Approval/Award of Engineering Services

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The City of Taylor solicited for engineering services for the HMGP project. Engineering Services must be awarded to help with the application and pre-award grant requirements.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

As an ongoing effort to mitigate flood risk within Taylor, city staff has been proactively looking for grant opportunities to assist with addressing these issues. City staff identified the HGMP Program as an opportunity we should look at applying towards.

The HGMP Program provides financial assistance for drainage projects and generators. The grant provides 75% funding toward the project with 25% being matched by the city. The City would utilize bond funds in 2022 to match this grant.

The Engineering proposals were received by July 14th at 4pm and the city received two applications. The committee consisting of two staff members and Councilor Drummond, scored the grants on July 15th and recommend you award engineering services to HDR Engineering.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Opportunity to perform flood mitigation activity and gain additional generator with grant funds •	• Some (minimal) staff and City Council time • Will not recoup application fee and engineering fee if not awarded grant

4. RECOMMENDATION

Staff recommendation is to recommend awarding the bid, based on the scoring committee recommendation to HDR Engineering.

5. FUNDING SOURCE

General Fund.

6. TIMELINE

The HGMP applications are due September 7, 2021.

7. OTHER OPTIONS (In order of preference)

- Make decision to award Engineering to another firm (other than scoring committee's recommendation)
- Decide not to go forward with HGMP application

8. ATTACHMENTS

11a. [Summary Bid Sheet – Engineering Services](#)

SUMMARY of HMGP PROGRAM Engineering Services

(Hazard Mitigation Grant Program)

Thursday, July 15, 2021

	J. Jenkins				M. Drummond				J. Gray			
		KSA	HDR			KSA	HDR			KSA	HDR	
Experience		55	60			57	59			49	55	
Work Performance		22	23			22	25			25	25	
Capacity to Perform		14	15			14	13			14	15	
TOTAL:	0	91	98	0	0	93	97	0	0	88	95	0

	0
KSA	272
HDR	290
	0



City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 12

Agenda Title: Consider Telework Procedure update

Council Action to be taken: Consider Telework Procedure

Department Submitted: Human Resources

Staff Contact: LaShon Gros, Human Resources and Civil Service Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is for Council to consider approving updates to the current Telework Policy.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

During the COVID Pandemic, the City of Taylor implemented telework as a short-term option to provide additional safety measures and allow the city to continue to operate at a high service level. On October 22, 2021, Council adopted an official telework procedure. Staff is recommending the City of Taylor continues to allow employees to telework in positions that are suitable with updated changes.

Staff has found that employees see teleworking as a benefit. It is a benefit that will not require additional funding. This is also a benefit that may increase employee engagement and likelihood of retention.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Allows more flexibility • Assists with Employee Retention • Cost efficient	• Work/personal boundaries • Less personal contact with managers/co-workers

4. RECOMMENDATION

Approve Telework Policy with updates.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

12a. [updated Telework Procedure](#)

12b. [PowerPoint presentation](#)



Telework Procedure

Overview	This procedure provides guidelines and requirements for establishing and managing effective telework opportunities. Telework is a voluntary, management work option, not an employee benefit. It is subject to management approval and support. Telework is not intended to result in a reduction in customer service provided by City departments and departments operating customer reception desks are expected to maintain staffing presence for walk-in customers during normal business hours.
Purpose	Provide a scheduling option for employees to support improved productivity, work-life balance, and support employee recruiting and retention. Telework can support these organizational objectives: • Support air quality • Reduce peak hour travel • Save money for overhead (fewer office resources required) • Increase employee productivity • Improve employee retention
DEFINITIONS	
Telework	Working one or more days each work week at home or at an office near home instead of commuting to a distant work place, including the associated changes in work structure required to create such an arrangement. Telework may be used a few hours a day up to several days per week. It may be created for a temporary time period or it may be for an extended period of time. It is flexible, but it is deliberate: boundaries are defined, expectations and schedules are set, and all City policies apply.

Home- based telework	Working in a space specifically set aside as an office in an employee's residence and the most frequently used form of telework.
Designated Assigned Office	The location of the office to which the employee would be assigned and report for work, when not teleworking.
Alternate Work Site	The location away from the designated headquarters where the employee establishes his/her telework office. May also be referred to as remote work site or teleworker office.
Telework Schedule	A telework schedule established to accommodate work from a site other than the designated headquarters. A telework relationship may be established as an on-going work schedule, anticipated to last three months or longer or as a short-term work schedule such as those necessitated by convalescence, family leave, or facility access constraints. Any requirements for time spent in the office will be included in the telework agreement based on the requirements of the position.
RESPONSIBILITIES	
City Manager or designee	• Approve significant changes to customer service delivery model associated with use of telework schedules
Department Director or designee	• Establish customer service standards and determine if teleworking is suitable for the department. If telework is allowed in department, may require educating customers on accessing city services. • May authorize employees to telework within established City guidelines tailored to the specific department requirements. The selection of work tasks, employees and supervisors appropriate for a telework schedule will be at the discretion of the department. • May designate responsibility for review and approval of the telework schedule within the department. • May approve allowable furniture, equipment and records that can be removed from a City office to be used or worked on from the alternate work site. All issued furniture and equipment will be recorded and returned to the office when the telework assignment ends.
Supervisor	• Review, evaluate and approve employee Telework Request Form and related documentation for a telework schedule. • Review current performance standards and revise, as needed, to accommodate a telework schedule. • Monitor and manage employee performance. • Ensure there is adequate coverage at designated assigned department.

Telework Employee	• Complete required application forms to request a telework schedule and comply with all participation requirements. • An employee must forego teleworking if needed in the office on the regularly scheduled telework day. • Provide a safe and healthful environment in which to work. • In general, employee may be a full or part time employee including probationary employees if properly trained in job duties. • The Telework schedule is not a substitute for dependent care and an employee must make arrangements for dependent care so that the employee is available for work during their approved telework schedule. • In order to access City's Virtual Private Network (VPN), teleworker is required to have reliable home wireless Internet connection. The employee may be required to use their own home or cellphones for work. • The Teleworker is expected to: • be available during normal work hours and function as if in the office • check e-mail periodically throughout the day and must be available via e-mail and phone • ensure that the alternate work site: ○ presents a professional appearance or have an appropriate virtual background ○ has good lighting, appropriate noise levels, and limited distractions (i.e, pets) • perform routine errands during lunch or before/after work. • The Teleworker must follow all current City policies and procedures. • For Time & Attendance, the Teleworker must timely turn in timesheets for work hours and leave requests for time not worked.
Human Resources Department	Assist departments in designing, implementing, and evaluating solutions to personnel issues related to teleworking.
Internal Services Department	Provide technology support to the teleworker within available resources during normal business hours. Technology support will generally be conducted from the office, by phone or remote connection to the teleworker's computer and the Internal Services representative will not provide on-site support at the teleworker's home or telework location.
PROCEDURES	
Application for a Telework Schedule	An employee may apply for a telework schedule by submitting a Telework Request Form to his or her immediate supervisor.

Evaluating the Telework Application	The supervisor or other department designee may review the application and related documents, using guidelines provided in this procedure and department standards for performance. Work appropriate to telework depends on job content, rather than job title, type of position, or work schedule. Jobs acceptable for telework are those that can be performed at an alternate work site without diminishing the quality of the work or disrupting the productivity of the office. There is no set of “correct” characteristics of telework-appropriate tasks. <u>Successful telecommuters</u> usually have responsibilities (in part or full) where the individual works alone or in meetings, for example: • Accounting, financial analysis, or data analysis • Report writing, editing, grant or case review • Word processing or data entry or programming • Research or planning • Telephone-intensive work • Able to participate in meetings through videoconferencing such as ZOOM or Teams Examples of work that <u>may not be suitable</u> telework include: • Requires frequent access to material that cannot be moved from regular office • Requires any special facilities or equipment • Requires costly security outside the regular office • Requires the performance of direct service for others, such as law enforcement, firefighting, fleet and vehicle repair, building maintenance, parks, road or utility maintenance • Requires close supervision or on-the-job training • Adds to the workload of other employees.	
Approval of the Telework Schedule	If the telework schedule request is considered eligible for approval, then the following steps will be followed: • A Self-Certification Safety Checklist for the Alternate Work Site is completed, signed, and dated by the employee. • A Telework Agreement is completed, signed and dated by the employee. • The supervisor or department designee reviews forms and, if approved, notifies the employee in writing that the telework schedule has been approved.	
Managing the Telework Schedule	CHANGES TO APPROVED SCHEDULE:	Business needs take precedence over telework days. An employee must forego teleworking if needed in the office on the regularly scheduled telework day.

		Telework employees may compress or flex their work schedules with approval of the supervisor. Overtime hours must be approved in advance by the supervisor.
	ACCEPTABLE TELEWORK WORKSITE:	The site requested as the employee's alternate work site must be approved in advance by the department supervisor. The employee must work at the designated headquarters when not at the alternate work site. The employee's supervisor shall ensure that the teleworker has an adequate work area when at the designated headquarters.
	LENGTH OF TIME:	Each department will determine the length of time appropriate for a telework agreement and state the term in the Telework Agreement. Three days per pay period, but not more than two days in one week will be the maximum days allowed to telework. Additional days under unusual conditions can be approved by the City Manager.
	SCHEDULING:	Teleworkers need regular contact with supervisors and co-workers and access to specialized files and/or equipment. In addition, the supervisor and the teleworker must take actions to prevent the teleworker from becoming isolated from central office staff.
	TIME AND ATTENDANCE:	In general, the employee is expected to keep the Department's core business hours. For non-exempt employees, departments shall maintain a record of actual hours teleworked. All non-exempt employees will complete a log when teleworking. Each department shall establish and follow an explicit procedure for documenting hours of work. Examples include: • Verification by computer log-in and log-out times • The employee e-mails their supervisor when the employee begins work the workday and then e-mail again when the employee ends work that day. • Employee documentation in calendar of actual begin and end time of work.
	PERFORMANCE EVALUATION:	In general, Performance Review standards should remain the same whether an employee is performing

		work as a teleworker or works at the main office. The Performance Review standards may require some revision to ensure that they can be used as a basis of evaluation. Feedback meetings may be expanded to include more frequent meetings and/or review of the telework schedule to evaluate the effect of teleworking on performance. Each teleworker agreement shall be discussed and renewed through the employee's Performance Review. Additional review may be required when there is a major job change (such as a promotion) or there is a change in supervisor.
	STANDARDS OF CONDUCT:	Standards as defined by the City Personnel Policies apply in the telework relationship, to the alternate work site, and in all work done there on behalf of the City of Taylor.
	CONFIDENTIAL AND SENSITIVE INFORMATION:	Teleworkers are expected to adhere to all City of Taylor and department policies and procedures regarding security and confidentiality for the computer, its data and information, and any other information handled in the course of work.
	TECHNOLOGY ISSUES	The Teleworker must notify supervisor if internet or phone connection is down at the telework location. The employee may need to go into the office if there is insufficient workload at home.
	HEALTH AND SAFETY:	The City of Taylor recognizes the importance of the health and safety of its employees, and will provide a safe and healthful environment in which to work. Likewise, teleworkers must provide a safe and healthful environment in which to work. Teleworkers must ensure that the alternate work sites meet acceptable standards, and must complete a self-certification safety inspection form. Remote and teleworkers are covered under workers' compensation laws if the injury arises out of and in the course of employment. If an employee incurs a work-related injury while teleworking, the employee must notify his or her Supervisor or department designee immediately. All workers' compensation insurance claim forms must be submitted to the Human Resources Director immediately for appropriate action to be taken.

Termination of Telework Schedule	The department may terminate the telework schedule or any individual telework agreement for any reason, at any time. Whenever feasible, such notice will be provided at least 2 weeks prior to the termination of the schedule. The opportunity to participate in a telework schedule is offered only with the understanding that it is the responsibility of the employee to ensure that a proper work environment is maintained. Dependent care arrangements must not interfere with work. Personal disruptions such as non-business telephone calls and visitors must be kept to a minimum. Failure to maintain a proper work environment, as determined by department management, may provide cause for termination of the telework schedule or agreement. The participating employee may also request to terminate participation at any time. Management will make arrangements for the employee to begin working at the main office as quickly as possible, and when feasible, within 30 days of notification by the employee.
Renewal of Telework Schedules	The telework schedule shall be reviewed annually, at a minimum, through the Performance Review process. There is no automatic right of the teleworker to continue teleworking and it is subject to performance review and business operations needs. The ability to telework is dependent upon the position and the department, and may be subject to change. A supervisor has no authority to require an employee to telework.
Technology	The teleworking employee must use City issued equipment for telework and related firewall and other security measures. The employee may not use personal computers or other technology. The exception is that the employee may use a home printer on occasion or come into the office to print documents as needed. If the home printer is used, the employee may request reimbursement for reasonable expenses associated with replacement ink cartridges or paper or related matters.
ATTACHMENTS	A. Teleworker Request Form B. Teleworker Log C. Self-certification Safety Checklist for Alternate Work Site D. Teleworking Agreement



City of Taylor Telework Request Form

Department: _____
Today's
Date: _____

Employee Name: _____ Title: _____
Supervisor's
Name: _____ Supervisor
Title: _____

Job Responsibilities

List Major Job Tasks:

Supervisor Notes:

Describe job tasks you propose do at alternate work site:

Briefly describe how telework will benefit the department and enhance your ability to meet business goals:

Proposed Telework Schedule

I would like to telework on the following day or days:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday
☐ Friday ☐ Saturday ☐ Sunday

On Telework Days, I would be available during the hours of

_____ a.m. / p.m. to
_____ a.m. /p.m.

Supervisor Notes:

Employee Signature

Date



City of Taylor Telework
**Self-certification Safety Checklist
for Alternate Work Site**

Department: _____

Date: _____

Employee Name: _____

Alternate Work

Address: _____

Please complete this safety checklist for your alternate work site.

SAFETY ASSESSMENT	Yes	No
Workplace Environment		
Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance?		
Are all stairs with four or more steps equipped with handrails?		
Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)?		
Are aisles, doorways, and corners free of obstructions to permit visibility and movement?		
Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?		
Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?		
Is the office space neat, clean, and free of excessive combustibles?		
Are floor surfaces clean, dry, level, and free of worn seams?		
Are carpets well secured to the floor and free of worn seams?		
Is there adequate reading light?		
Is there a functional (UL Approved) smoke alarm/detector?		
Is there a readily accessible (UL Approved) fire extinguisher?		
I understand that Safety inspections may be made of my alternate work site with prior notice, except in the case of emergency.		

SIGNATURE

Employee Signature	
Printed Name:	
Date:	



City of Taylor
Telework Agreement

Department:

Today's Date:

Employee Name:

Title:

I have read and understand the City of Taylor Telework Personnel Procedure, and agree to the duties, obligations, responsibilities and conditions for teleworkers described in that document.

I understand that telework days must be scheduled in advanced and approved by my supervisor. I agree, among other things, that I am responsible for performing my job duties within supervisor-approved telework work hours and furnishing and maintaining my work space in a safe manner. I have completed the Security Checklist (attached).

I understand that, at certain times, it may be necessary for my telework schedule to be revised to ensure critical deadlines are met or to attend meetings. Any change in the telework schedule must be pre-approved and documented.

I understand that telework is a voluntary option. I understand that I may notify my supervisor at any time that I no longer want to telework. I also understand that my supervisor may at any time change any or all of the conditions under which I am permitted to telework, or withdraw permission to telework.

Telework Schedule		
My regular telework schedule will be (specify designated lunch or breaks, as appropriate):		
☐ On a weekly basis as indicated below		
☐ On a monthly basis as indicated below		
☐ No regular schedule – as needed and appropriate to work task		
	At designated headquarters	At alternate work site
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Communications resources		
As Needed:	At designated headquarters	At alternate work site
Telephone		
FAX		
E-mail Address		
Other:		

Employee Signature

Date

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Telework Procedure

City of Taylor

Background

- Telework was used at the beginning of the COVID Pandemic for additional safety measures
 - Council adopted a formal telework procedure on October 22, 2020
 - Staff is recommending changes to the Telework Procedure based on observations during the last year
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Summary of Changes

- Length of Time defined as 3 days per pay period, but not more than 2 days in a week.
 - Clarifies expectations of employees when teleworking
 - Employee availability
 - Internet connectivity
 - Alternate worksite appearance/distractions
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Productivity Telework vs Office Example

Telework HR Coordinator

Tasks Worked On/Completed	Time (Minutes/Hours) Worked On
Scott and White Invoice Reconciliation and Payment Prep	120 minutes
Process Personnel Action Forms	60 minutes
Coordinate Pre-employment Physical and Drug Screen	30 minutes
Answer phone calls and emails	75 minutes
Post New Job	30 minutes
Close Job Posting and send rejection letters	30 minutes
Prepare Pre-employment Documents	20 minutes
Enroll/Disenroll employees from benefits	60 minutes
Attend meeting	60 minutes

Office HR Coordinator

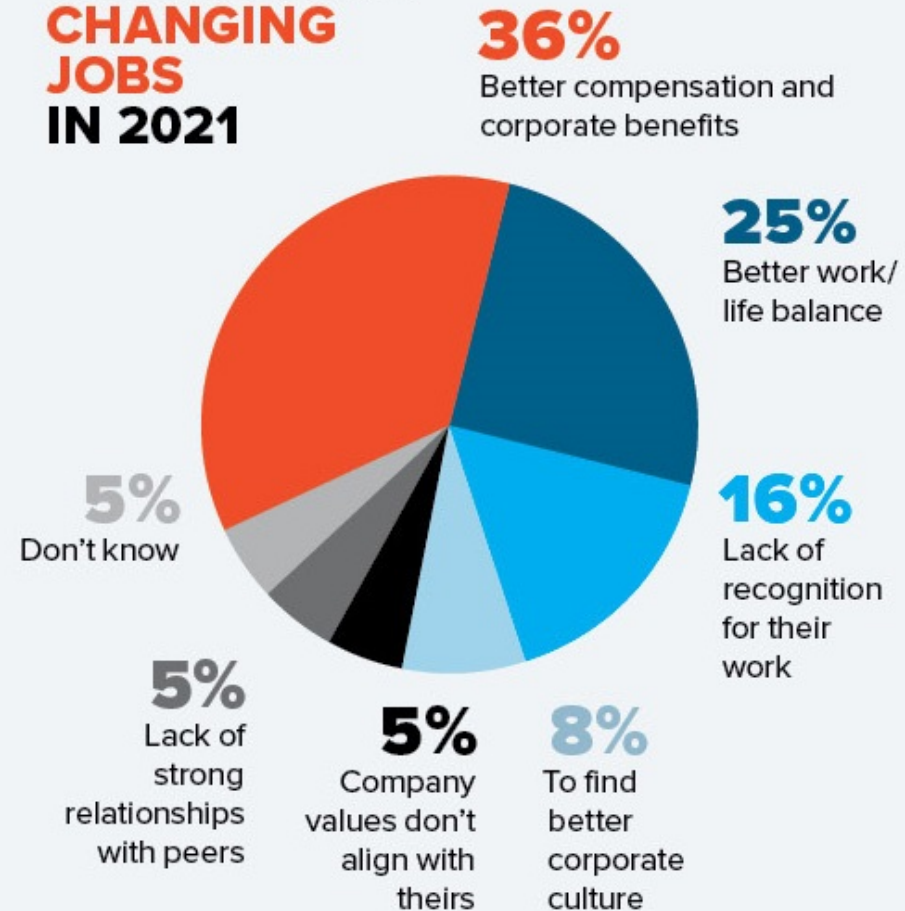
Tasks Worked On/Completed	Time (Minutes/Hours) Worked On
Scott and White Invoice Reconciliation and Payment Prep	180 minutes
Process Personnel Action Forms	60 minutes
Coordinate Pre-employment Physical and Drug Screen	30 minutes
Answer phone calls and emails	15 minutes
Post New Job	30 minutes
Prepare Pre-employment Documents	20 minutes
Enroll/Disenroll employees from benefits	60 minutes
Attend meeting	60 minutes

Telework Survey

- In April 2021, 44 Human Resources Departments in Texas municipalities responded to a survey regarding continuing remote work
 - 61% of respondents stated telework would be used post pandemic, but with limitations
 - 17% of respondents stated there were not plans to continue telework
 - 12% of respondents were undecided
 - 10 % of respondents would use for accommodation purposes only

Telework and Retention

WHY EMPLOYEES ARE CONSIDERING CHANGING JOBS IN 2021



Source: *Engagement and Retention Report*, Achievers Workforce Institute, February 2021.

Summary

- Teleworking assists with employee engagement and retention efforts
 - The recommended changes are based on observations made during the last year of teleworking
 - Staff recommends approval of updates to telework procedure.
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City Council Meeting July 22, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 13
Agenda Title: Receive an update on the redistricting process and reconsider the timing of the process

Council Action to be taken: Receive update and reconsider timing of redistricting process

Department Submitted: City Legal

Staff Contact: Mark Schroeder, City Attorney

1. PURPOSE/DESCRIPTION

Following the 2020 census the city must undertake the redistricting process. The City Attorney has received additional information after the presentation at the June 24, 2021 meeting. Based on this additional information he would like to provide an update and recommendation on the process.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

After each census is completed, a redistricting process occurs, which makes changes to the Council districts due to the population changes.

At the June 24, 2021 Council meeting, Gunnar Seaquist with Bickerstaff Heath Delgado Acosta LLC provided an update on the redistricting process. After the update, the guidance from Council was to delay the redistricting process, due to the tight timeline, and move for redistricting to be completed before the 2023 election.

The City Attorney has become aware of some additional legal updates and issues regarding delaying the redistricting process. He will be providing an update regarding these issues.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• NA	• NA

4. RECOMMENDATION

City Attorney recommends proceeding with redistricting process prior to the May 2022 election.

5. FUNDING SOURCE

General Fund.

6. TIMELINE

To be discussed at the meeting.

7. OTHER OPTIONS (In order of preference)
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8. ATTACHMENTS

N/A