

AGENDA

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

MAY 27, 2021, 6:00 P.M.

In order to assist in maintaining the health of Council Members, staff and the public, this meeting will be conducted by *video conference*.

You may view this meeting as it's happening through the City's website at <http://www.ci.taylor.tx.us/660/Taylor-Videos>

For citizen comments, please contact the City Clerk's office at Dianna.barker@taylor.tx.gov prior to 5:30p.m. Thursday, May 27th.

The agenda packet is available at <http://www.ci.taylor.tx.us/calendar>

CALL TO ORDER AND DECLARE A QUORUM

PROCLAMATIONS

1. Resolution R21-20, National Dam Safety Awareness day – May 31st

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

2. Approve minutes from the May 10, 2021 special called City Council meeting and the May 13, 2021 regular City Council meeting. (Dianna Barker)
3. Consider amending 380 Agreement with Lone Star Circle of Care regarding Project Headwaters and revitalization work at the West End Elementary. (Jeff Jenkins)
4. Consider Ordinance 2021-13 amending the City of Taylor Code of Ordinances Chapter 25 - Streets and Sidewalks, Article VI. - Temporary Parklets Program to make the parklet program permanent. (Tom Yantis)
5. Consider acceptance of subdivision infrastructure for the Grove at Bull Creek Phase 1. (Jim Gray)
6. Consider amending contract with Smith Contracting through Change Order to the 2019 Infrastructure Bond Street Reconstruction Project to construct drainage improvements associated with the 1st/Royal Drainage Improvements Project. (Jim Gray/Jacob Walker)
7. Consider an Interlocal Agreement with Williamson County regarding the City/County participation in the design and construction costs related to the CR 402 construction project. (Jim Gray)

PUBLIC HEARINGS / ORDINANCES

8. Introduce Ordinance 2021-14 amending Ordinance 2009-18, decreasing the number of members on the Airport Advisory Board from 7 to 5. (David Cornelius)
9. Hold a public hearing and introduce Ordinance 2021-11 changing the current Future Land Use Plan (FLUP) designation for a parcel of land, consisting of approximately 2.941 acres, located at about 1,400 feet north of the intersection of Debus Drive and West 2nd Street and north of the end of the Cecilia Street right-of-way, from Single-Family to Multi-Family. (Tom Yantis)

10. Hold the public hearing and introduce Ordinance 2021-12, regarding zoning map amendment to the official zoning map to re-zone approximately 2.941 acres of Single-Family Residential Zoning District (R-1) to 2.941 acres of Multi-Family Residential Zoning District with a Residential Planned Development Overlay (MF-1/RPD), located at about 1,400 feet north of the intersection of Debus Drive and West 2nd Street and north of the end of the Cecilia Street right-of-way, from Single-Family to Multi-Family. (Tom Yantis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. Receive update on public health related matters and concerns pertaining to the Coronavirus Disease 2019 (COVID-19). (Daniel Baum)
12. Discuss and consider changes to the City of Taylor phased in reopening plan. (Brian LaBorde)
13. Discussion and possible direction to staff regarding the use of bond funds for downtown streets. (Tom Yantis/Jacob Walker)
14. Receive State of the Department report for Human Resources. (LaShon Gros)
15. Receive State of the Department report for Finance/Utility Billing. (Jeff Wood)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on May 24, 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.

Posted By:  Date 5-24-2021
Dianna Barker, City Clerk



City Council Meeting May 27, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 1

Agenda Title: Consider Resolution R21-20, National Dam Safety Awareness Day – May 31st

Council Action to be taken: Consider resolution

Department Submitted: James R. Clarno, P.E., General Manager
Lower Brushy Creek WCID

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

To recognize May 31st as National Dam Safety Awareness day through a Resolution commemorating the flood in Johnstown, PA on Memorial Day in 1889 that killed over 2,200 people.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

This resolution was requested by the Lower Brushy Creek WCID. National Dam Safety Awareness Day was established to encourage and promote individual and community responsibility and best practices for dam safety, and to highlight the steps people can take to prevent future catastrophic dam failures or lessen the impact of a potential failure. This resolution encourages Taylor residents to learn more of the dams that are in their vicinity, and if they live near one, prepare an emergency plan in the case of a dam breach.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
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4. RECOMMENDATION

Approve Resolution R21-20

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

1a. [Resolution R21-20](#)

RESOLUTION R21-20

WHEREAS, May 31 is National Dam Safety Awareness Day, established to encourage and promote individual and community responsibility and best practices for dam safety, and to highlight the steps people can take to prevent future catastrophic dam failures or lessen the impact of a potential failure; and

WHEREAS, National Dam Safety Awareness Day commemorates the tragic failure of the South Fork Dam in Johnstown, Pennsylvania on May 31, 1889, which resulted in the loss of over 2,200 lives, and was the worst dam failure in the history of the United States; and

WHEREAS, in 1957, the original Brushy Creek Water Control and Improvement District (WCID) was authorized by Texas Board of Water Engineers to implement federal recommendations for flood control and soil erosion; and

WHEREAS, in 2001, an election was held to split the original WCID into the Upper and Lower Brushy Creek WCID, both taking control of 23 dams each; and

WHEREAS, Williamson County has been the site of numerous large rain events, such as the 1921 Thrall flood, which held the record for many years as the largest 24-hour flood in the continental USA at 39 inches in 24 hours, 2010 Tropical Storm Hermine, and the 2015 Memorial Day floods and more are anticipated;

NOW THEREFORE BE IT RESOLVED, that the City of Taylor strongly encourages its residents to learn more of the dams that are in their vicinity, and if they live near one, prepare an emergency plan in the case of a dam breach; and

BE IT FURTHER RESOLVED, that we encourage developers to avoid inundation zones of the numerous dams that are located across our county;

AND BE IT FURTHER RESOLVED, that these dams are not just any particular property owners' dams, but they belong to everyone because they protect life, property, and infrastructure.

PASSED AND APPROVED this 27th day of May, 2021.

Brandt Rydell, Mayor
City of Taylor, Texas

ATTEST:

Dianna Barker
City Clerk



***City Council Meeting
May 27, 2021
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 2
Agenda Title: Approve minutes from the May 10, 2021 special called Council meeting and the May 13, 2021 regular Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Dianna Barker

1. PURPOSE/DESCRIPTION

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

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

8. ATTACHMENTS

- 2a. [May 10, 2021 special called meeting minutes](#)
- 2b. [May 13, 2021 regular meeting minutes](#)

City of Taylor
Special City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
May 10, 2021 at 6:00 p.m. via Video Conference

In order to assist in maintaining the health of Council Members, staff and the public during COVID-19 pandemic, this meeting was held by video conference.

Council Members attending via video: Mayor Brandt Rydell
Mayor Pro-Tem Dwayne Ariola
Council Member Mitch Drummond
Council Member Robert Garcia
Council Member Gerald Anderson

Others attending: Mark Schroeder, Assistant City Attorney
Jeff Jenkins, Deputy City Manager
Dianna Barker, City Clerk

Mayor Brandt Rydell took a roll call, declared a quorum and called the meeting to order at 6:00 p.m.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

1. Consider Resolution R21-17 canvassing the results from the May 1, 2021 election.

Dianna Barker, City Clerk – presented the resolution and the election result numbers from Williamson County from the May 1st election showing incumbent Brandt Rydell was elected to the District 3 Council Member seat with 59% of the votes.
District 2 Council Member seat race was cancelled via Resolution R21-08 due to the incumbent, Mitch Drummond, having no opponent. Resolution R21-08 also declared Mitch Drummond re-elected to office.

Motion was made by Councilmember Ariola to approve Resolution R21-17 and accept the results of the May 1st election declaring Brandt Rydell as the winner of the District 3 Council Member seat. Motion seconded by Councilmember Drummond. Motion carried unanimously via roll call vote.

2. Administer oath of office to newly elected Council Members.

Judge Randall Pick - administered the Oath of Office to Brandt Rydell and Mitch Drummond.

3. Elect a Mayor.

Mark Schroeder, Assistant City Attorney - asked for nominations from the Council for the Mayor position.
Mayor Pro-Tem Anderson nominated Brandt Rydell. There were no other nominations.
Mark Schroeder conducted a roll call vote. Nomination to appoint Brandt Rydell as Mayor passed unanimously.

4. Elect a Mayor Pro Tem.

Brandt Rydell, Mayor - asked for nominations from the Council for the Mayor Pro-Tem position.
Councilmember Drummond nominated Councilmember Anderson.
Councilmember Garcia nominated Councilmember Drummond.

Mayor Rydell called for a roll call vote on the nomination of Councilmember Drummond. Vote failed 4 to 1.

Mayor Rydell called for a roll call vote on the nomination of Councilmember Anderson.

Nomination to appoint Gerald Anderson as Mayor Pro-Tem passed unanimously via roll call vote.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 6:10p.m.

ATTEST:

Brandt Rydell, Mayor

Dianna Barker, City Clerk

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
May 13, 2021 at 6:00 p.m. via Video Conference

In order to assist in maintaining the health of Council Members, staff and the public during COVID-19 pandemic, this meeting was held by video conference.

Council Members attending via video: Mayor Brandt Rydell
Council Member Dwayne Ariola
Council Member Mitch Drummond
Mayor Pro-Tem Gerald Anderson
Council Member Robert Garcia

Others attending: Ted Hejl, City Attorney
Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Dianna Barker, City Clerk

Mayor Brandt Rydell conducted a roll call, declared a quorum and called the meeting to order at 6:00p.m.

PROCLAMATIONS

1. **Public Works Week proclamation, May 16-22**
Mayor Pro-Tem Anderson read the proclamation.

CITIZENS COMMUNICATION

Stayci Roznavk Burris – Honored to have mother’s name considered for renaming of the pool.

CONSENT AGENDA

2. **Approve minutes from the April 22, 2021 regular City Council meeting.**
3. **Concur with preliminary financials for March 2021.**
4. **Consider Ordinance 2021-09 amending the FY2021 budget.**
5. **Consider Ordinance 2021-10 changing the current zoning for a parcel of land, consisting of approximately 6.31 acres, addressed as 4002 N. Main St., from Single-Family Residential Zoning District (R-1) to General Business Zoning District (B-2).**
6. **Ratify emergency cost estimates for city remodeling due to Winter Storm Uri.**
7. **Consider Resolution R21-19, Agreement with Texas Department of Transportation for the 1st/Royal Local On-System Improvement Project.**

Motion was made by Councilmember Garcia to approve the consent agenda items as presented.

Motion was seconded by Councilmember Ariola. Motion carried unanimously via roll call vote.

PUBLIC HEARINGS / ORDINANCES

8. **Introduce Ordinance 2021-13 amending the City of Taylor Code of Ordinances Chapter 25 - Streets and Sidewalks, Article VI. - Temporary Parklets Program to make the parklet program permanent.**

Tom Yantis, Development Services Director - On June 11, 2020 City Council adopted an ordinance allowing parklets on a temporary basis. Council extended the parklet program in September 2020 and placed an expiration date of June 4, 2021 on the program. At the April 22, 2021 meeting, Council directed staff to prepare an ordinance making the parklet program permanent.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2021-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS AMENDING CHAPTER 25, ARTICLE VI – TEMPORARY PARKLETS PROGRAM OF THE CITY OF TAYLOR CODE OF ORDINANCES BY MAKING THE PROGRAM PERMANENT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

This was the first reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

9. Consider Waste Connections 2021 Rate Adjustment.

John Harris, Waste Connections - Waste Connections is requesting a 6.8% rate increase for the sanitation service due to increased costs to dispose of municipal solid waste at local landfills, rising recycling commodity prices, intense market competition for skilled labor, and disruptions in supply chains caused by the global Covid-19 pandemic.

Motion was made by Councilmember Ariola to receive the report as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously via roll call vote.

10. Receive presentation from Oncor on actions related to the February 2021 winter storm event.

Armando Perez, Oncor – gave a presentation on the response efforts of Oncor to the winter storm event affecting the State of Texas in February 2021. Oncor is the electricity transmission and distribution utility that serves the City of Taylor.

Motion was made by Councilmember Garcia to receive the Oncor presentation as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously via roll call vote.

11. Receive presentation from the Brazos River Authority on actions related to the February 2021 winter storm event.

Brad Burnett, Brazos River Authority – gave a presentation on the response efforts of the Brazos River Authority to the winter storm event affecting the State of Texas in February 2021.

Motion was made by Councilmember Ariola to receive the Brazos River Authority presentation as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously via roll call vote.

12. Receive presentation of After-Action review of the City's response to the February 2021 winter storm event.

Daniel Baum, Fire Chief - provided Council with an after-action review on the City's response efforts to the winter storm event affecting the State of Texas in February 2021.

Motion was made by Councilmember Garcia to receive the City's After-Action winter storm event report as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously via roll call vote.

13. Consider amending contract with Smith Contracting through Change Order to the 2019 Infrastructure Bond Street Reconstruction Project to increase project allowance by \$150,000.00 from surplus bond funds.

Jacob Walker, HDR Engineering – Smith Contracting was awarded the 3rd Street Reconstruction and the 2019 Infrastructure Bond Street Reconstruction Project. HDR and Smith Contracting have identified remaining known item costs and an estimate for potential unknown items based on the history of the other streets.

Motion was made by Councilmember Drummond to amend the contract with Smith Contracting through a Change Order to the 2019 Infrastructure Bond Street Reconstruction Project to increase project allowance by \$150,000 from surplus bond funds. Motion was seconded by Councilmember Garcia. Motion carried unanimously via roll call vote.

14. Discuss and consider changes to the City of Taylor phased in reopening plan.

Tyler Bybee, Parks & Rec Director – regarding COVID-19 the City is currently in the Orange phase which does not allow tournaments at Taylor Regional Park. Most of the other outdoor park facilities are open in the Orange phase. Council considered opening Taylor Regional Park to tournaments in the Orange Phase.

Currently, the Library would open in the Yellow phase with modified services (reduced hours, some reduced services and limitations or no reservation of rooms). Council considered modification to the phased reopening plan to allow the Library to open in the Orange phase with modified services.

Motion was made by Councilmember Ariola to modify the phased reopening plan resuming tournament play at Taylor Regional Park effective May 14th and requiring the submittal of a safety plan for tournaments and modify the reopening plan by adding the Library to the Orange phase with modified service levels effective May 24th. Motion was seconded by Councilmember Garcia. Motion carried unanimously via roll call vote.

15. Consider approving an Interlocal Agreement with Williamson County to relocate City of Taylor water lines located off CR 366.

Jeff Jenkins, Deputy City Manager - Williamson County, in coordination with the Texas Department of Transportation (TxDOT), is implementing a road widening project for CR 366 and a portion of FM 397 (Carlos Parker Blvd.) on the west side of Taylor. This project was requested by the City of Taylor back in 2013 and will upgrade the existing two-lane roadway to a five-lane roadway with a continuous center turn lane and shoulders. The roadway improvements were identified to conflict with existing City of Taylor 12-inch and 24-inch waterlines that are within the rights-of-way. Approving the Interlocal Agreement would assist in saving the city's water funds to move these waterlines, settle issues with match pledge by the City, and keep the project moving forward.

Motion was made by Councilmember Drummond to approve the Interlocal Agreement with Williamson County as presented and authorize the City Manager to execute this agreement. Motion was seconded by Councilmember Ariola. Motion carried unanimously via roll call vote.

16. Consider an agreement with HDR for design work to relocate City of Taylor water lines located off CR 366.

Jeff Jenkins, Deputy City Manager – presented Task Order No. 14 and asked Council to consider approving an agreement with HDR to design and bid the relocation of the city waterlines located off CR 366 as discussed above.

Motion was made by Councilmember Ariola to approve the Agreement with HDR Engineering as presented and authorize the City Manager to execute this agreement. Motion was seconded by Councilmember Garcia. Motion carried unanimously via roll call vote.

17. Discuss and consider changing the name of the Murphy Park Aquatic Center to Doris Roznovak Aquatic Center.

Jeff Jenkins, Deputy City Manager - staff received a request to change the name of the city swimming pool to Doris Roznovak Aquatic Center. Doris Roznovak managed and worked at the Taylor swimming pool for 39 years and passed away in March 2021. Parks and Recreation Advisory Board conducted the first review of this request and passed the measure to change the name with a 4-0 vote with one member abstaining. The City currently does not have a policy on the naming or renaming of public facilities/streets. The anticipated cost is estimated to be \$4,000-\$4,500 for the name change. Council directed staff to move forward with drafting a Naming Policy for future use.

Motion was made by Councilmember Garcia to rename the Murphy Park Aquatic Center to Doris Roznovak Aquatic Center. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously via roll call vote.

18. Consider approving Resolution R21-18 authorizing staff to submit a Texas HOME Investment Partnerships Program application to the Texas Department of Housing and Community Affairs and designated an authorized representative.

Tom Yantis, Development Services Director – presented Resolution R21-18 which provides authorization for staff to submit an application to TDHCA to continue the City's participation in the HOME Program. The City's current agreement with TDHCA is set to expire in June.

Motion was made by Councilmember Garcia to approve Resolution R21-18 as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously via roll call vote.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 10:33p.m.

ATTEST:

Brandt Rydell, Mayor

Dianna Barker, City Clerk



City Council Meeting May 27, 2021 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 3
Agenda Title: Consider approving the First Amendment to the 380 Agreement with Lone Star Circle of Care regarding Project Headwaters and revitalization work at the West End Elementary

Council Action to be taken: Approve the First Amendment to the 380 Agreement

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to amend the 380 Agreement with Lone Star Circle of Care (LSCC). The only update will be to Attachment 'A' of the agreement.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The West End Elementary School was built in the 1920s and was used as a school until 1983. The city acquired the site back in 1992, when Taylor ISD deeded it to the city in return for the city's closure of 800 block of North Fowzer and 700 block of Hackberry Street. The main goal for the city has been to find someone that could revitalize the building.

The City of Taylor and Lone Star Circle of Care signed a 380 agreement, which was the partnership needed to begin the process for revitalizing the building. In the 380 agreement, the City conveyed the West End Building and some land off Doak Street for a community garden to LSCC. In exchange, LSCC agreed to revitalize the building and to execute Project Headwaters.

In the 380 agreement, there is an Attachment 'A', which details the milestones and Lone Star Circle of Care obligations. These milestones contain specific dates when certain steps of the overall project need to be completed. These dates need to be modified in the agreement to provide some flexibility for LSCC to complete their obligations.

The past year in Central Texas we have experienced COVID-19 Pandemic, rise of construction costs, lack of construction materials, and the winter storm disaster. LSCC additionally has experienced some construction challenges revitalizing the building. Therefore, it would be good for the City to allow for some flexibility in the agreement by

amending the Attachment 'A' milestones. The main modification was the Certificate of Occupancy date was changed from May 2021 to December 2021.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides flexibility for Lone Star Circle of Care to complete project • Overall project will improve health care in our community	• N/A

4. RECOMMENDATION

Approve amending 380 agreement.

5. FUNDING SOURCE

NA

6. TIMELINE

7. OTHER OPTIONS (In order of preference)

NA

8. ATTACHMENTS

- 3a. [380 agreement with Lone Star Circle of Care](#)
3b. [First Amendment with Lone Star Circle of Care](#)

LONE STAR CIRCLE OF CARE
and
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement ("***Agreement***") is entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule city ("***City***") and LONE STAR CIRCLE OF CARE, a Texas nonprofit corporation ("***LSCC***").

WHEREAS, the City adopted Ordinance 2010-38 on September 9, 2010, ("***Ordinance***"), establishing and authorizing the City to make economic development grants; and

WHEREAS, the City is granting economic benefits to LSCC in recognition of the positive economic benefits to the City through LSCC's construction of an Intergenerational Community Center and associated food gardens known as Project Headwaters described in *Exhibit "A"* attached hereto and incorporated by reference herein for all purposes, ("***Headwaters***") on the real property shown in *Exhibit "B-1"* (the "***West End School Block***") and *Exhibit "B-2"* (the "***Garden Lots***") and, together with the West End School Block, the "***Property***") attached hereto and incorporated by reference herein; and

WHEREAS, the purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code, whereby LSCC will construct Headwaters on the Property and operate Headwaters in compliance with all rules, regulations, permit requirements, and ordinances pertaining to them; and

WHEREAS, LSCC, in consideration of this Agreement, agrees to construct and operate Headwaters on the Property in strict compliance with the "Milestones" established in *Exhibit "A"* which shall be an obligation for any grant from the City; and

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and LSCC agree as follows:

1. **AUTHORITY.** The City's execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and the Ordinance and constitutes a valid and binding obligation of the City that LSCC will construct and operate Headwaters on the Property in strict compliance with the time and terms established for Headwaters in *Exhibit "A"*. LSCC's execution and performance of this Agreement constitutes a valid and binding obligation of LSCC.

2. **COMPLIANCE.** LSCC shall be obligated to comply with all terms and provisions of this Agreement in order to receive the economic benefits described within this Agreement. The City shall be entitled to withhold economic benefits granted under this Agreement if LSCC defaults under this Agreement in addition to all other relief provided to the City in law and equity.

3. **CITY 380 GRANTS.**

A. **CONDITIONS TO GRANTS:** As a condition precedent and subsequent to any grant, LSCC must complete construction of Headwaters on the Property and operate Headwaters in strict compliance with this agreement and with the "Milestones" and all other terms and conditions set forth in *Exhibit "A"* ("**LSCC Obligations**").

B. **TIME:** Upon execution of this Agreement by all parties, LSCC shall commence the Milestones and complete all LSCC Obligations as required in *Exhibit "A"*.

C. **GRANT:** The City will convey the Property to LSCC by special warranty deed in substantially the form attached hereto as *Exhibit "C"* ("**Deed**") upon execution of this Agreement by all parties (1) subject to a right retained by the City allowing repossession of the Property in the event LSCC defaults under this Agreement and (2) containing a City right of first refusal and right of first offer in the event LSCC desires to sell or transfer ownership of the Property in the form attached hereto as *Exhibit "D"*. This Agreement shall be secured by a Deed of Trust in substantially the form attached hereto as *Exhibit "E"* ("**DT**") to the City secured on the Property allowing non-judicial foreclosure on the Property in the event of default by LSCC under this Agreement and the DT in addition to all rights and remedies provided to the City by law and under equity. After the LSCC Obligations and Milestones are completed to the reasonable satisfaction of the City, the City shall release the DT and any security

retained on the Property securing the LSCC Obligations under this Agreement. The Deed and DT shall be executed simultaneously and recorded in the Official Records of Williamson County. The City and LSCC shall execute and record in the Official Records of Williamson County a memorandum evidencing the City's right of first refusal and first offer applicable to the Property.

D. **WAIVER OF FEES:** The City will waive all City Impact and permit fees resulting from construction of Headwaters.

E. **WASTEWATER EASEMENT:** A twelve (12) inch wastewater line is located across the Garden Lots, but not located by a recorded easement filed of record. The parties will obtain an on the ground survey of the Garden Lots locating the wastewater line. Upon completion of the survey LSCC will grant the City an exclusive perpetual twenty-five (25) foot wastewater easement, being twelve and a half (12.5) feet on each side of the centerline of the existing wastewater line. The easement will be substantially in the form attached hereto as Exhibit H.

F. This 380 Agreement for Headwaters and the Project Milestones provides for a clinic and health care facility using the Property after renovation and restoration and not demolition of the existing West End School Building located on the Property. LSCC shall provide the City reasonable prior written notice of any change in the Milestones. This Agreement must be amended and shall require City approval to allow demolition of the West End School Building. Any issuance of a demolition permit for the West End School Building and any other building on the Property shall remain within the exclusive authority of the City.

G. LSCC will endeavor to provide outside areas for recreational sports on the Property at its sole and exclusive discretion.

4. **INSPECTIONS.** Employees or designated representatives of the City shall be entitled to inspect Headwaters construction during the term of this

Agreement to verify and substantiate LSCC'S compliance with this Agreement which compliance shall be conditions precedent and subsequent to this Agreement.

5. INFORMATION. The City shall be entitled to request information from LSCC deemed by the CITY to be reasonable or necessary to verify LSCC'S compliance with this Agreement or entitlements under this Agreement.

6. ADVISORY COMMITTEE. LSCC and City agree to establish an Advisory Committee ("Advisory Committee") consisting of two representatives appointed by LSCC and two representatives appointed by City. The Advisory Committee may agree by majority vote to invite additional attendees to participate in any Advisory Committee meeting. The Advisory Committee shall meet at least once per year during the Term to (a) assess the impact of the collaborative relationship between the City and LSCC and its effect on population health in Taylor, Texas, (b) develop and recommend (but not require) City and LSCC goals, objectives, and strategies regarding the improvement of the health and well-being of the citizens of Taylor, Texas; and (c) provide a forum for addressing concerns regarding either party's performance. Written notice stating the place, day, and hour of the Advisory Committee meetings must either be received via electronic communication or delivered personally or faxed to each Advisory Committee member at least 15 days prior to any meeting. Any or all Advisory Committee members may participate in an Advisory Committee meeting by telephone or electronic communications equipment allowing all persons in the meeting to hear each other at the same time. An Advisory Committee member is deemed to have waived notice of any matter acted upon at any meeting that the Advisory Committee member attends in person or in which the individual participates via telephonic or electronic communication unless at the beginning of the meeting, or promptly upon consideration of any matter at the meeting, the member objects to the consideration of the matter because of lack of proper notice. Notwithstanding the foregoing, the Advisory Committee's authority is limited to the provision of advice and recommendations. The Advisory Committee cannot require LSCC or City to perform actions. The Advisory Committee may institute additional procedures regarding its meetings as the Committee may deem appropriate or necessary. The Advisory Committee shall not terminate existence upon termination of this Agreement and shall continue until both LSCC and the City agree to dissolve the Advisory Committee.

7. HEADSTART. The Property is partially occupied by Harris Ross Head Start, a division of Opportunities for Williamson and Burnet Counties ("*Headstart*"),

pursuant to that certain Lease Agreement effective April 1, 1999, between the City of Taylor and Williamson-Burnet County Opportunities, Inc., a Texas corporation ("**WBCO**"), recorded as Document No. 2000053804, Official Public Records of Williamson County, Texas, as amended by that certain Addendum to Lease Agreement Dated March 22, 1999, effective as of July 18, 2006, between the City and WBCO, recorded as Document No. 2006073551, Official Public Records of Williamson County, Texas (as amended, the "**Ground Lease**"). The City requires that LSCC continue to allow Headstart's lease of the property under the Ground Lease as assigned to and assumed by LSCC, provided, however, that (a) LSCC may further amend the Ground Lease to limit Headstart's lease to only the property directly under the Headstart building and parking areas and (b) LSCC and Headstart may further amend the Ground Lease as mutually agreed. LSCC desires to keep Headstart as a lessee of a portion of the Property. Contemporaneous with the execution of this Agreement, LSCC and the City will execute an Assignment and Assumption of Lease Agreement in substantially the form attached hereto and incorporated by reference herein as *Exhibit "F"*. LSCC represents that assignment and assumption of the Ground Lease was approved by LSCC with terms and conditions set forth therein.

8. ACCESS TO THE GARDEN LOTS; UTILITIES. Improvements and development on the garden property or to gain access to the garden property will be an expense to LSCC.

9. TERM. This Agreement shall become enforceable upon execution by the CITY and LSCC and shall be effective as of the date of this Agreement. This Agreement shall terminate upon completion of LSCC Obligations and release of the DT by the City.

10. LSCC'S OBLIGATIONS. In consideration of the CITY'S establishment of this economic development program for LSCC by the CITY, LSCC agrees to the requirements of this Agreement.

11. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES. LSCC makes the following covenants and warranties to the CITY and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as

required in this Agreement shall be an act of default by LSCC. Failure to comply with any one covenant or warranty shall constitute an act of default by LSCC.

A. No litigation or governmental proceeding is pending or, threatened against LSCC or affecting LSCC that may result in any material adverse change in LSCC or Headwaters other than (1) approval by the Health Resources and Services Administration of LSCC's board approved change in scope application adding Headwaters to LSCC's federally qualified health center scope of service and (2) permits to be issued by the City for Headwaters as required in LSCC Obligations. Except as set forth in (1) and (2) immediately above, no consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by LSCC to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and LSCC has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of its knowledge, LSCC will have acquired and maintains all necessary rights, licenses, permits and authority to carry on Headwaters in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. LSCC shall timely pay all taxes due and owing by it to all taxing authorities having jurisdiction. In addition, LSCC shall timely pay all employment, income, franchise, and all other taxes due and owing by it to all local, state, and federal entities.

F. LSCC shall complete Headwaters as required by this Agreement and shall provide the investment and other economic development considerations described in this Agreement.

G. LSCC shall timely and fully comply with all the terms and conditions of this Agreement.

H. LSCC shall notify the CITY in writing of substantial changes in its management within seven (7) days during the term of this Agreement.

I. LSCC agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

J. LSCC hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, LSCC shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto as *Exhibit "G"* and incorporated by reference herein.

K. LSCC shall complete and operate Headwaters in compliance with all federal, state and local laws, rules and regulations applicable to the Headwaters and Property during the term of this Agreement.

12. MUTUAL ASSISTANCE. CITY and LSCC will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments attributable to Headwaters.

13. DEFAULT. If either the CITY or LSCC should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or LSCC remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy at law or in equity for the breach. In addition, the CITY shall have the right

to terminate all economic benefits under this Agreement as well as all other relief provided under this Agreement.

14. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the CITY and LSCC to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the CITY and LSCC.

16. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement.

17. ASSIGNMENT. LSCC may not assign all or any part of its rights and obligations to a third party without prior written approval of the CITY.

18. NOTICE. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following address:

LSCC:	LONE STAR CIRCLE OF CARE 205 East University Avenue Suite 200 Georgetown, Texas 78626 Attention: General Counsel 512.686.0628
-------	--

CITY:	CITY OF TAYLOR, TEXAS City Manager
-------	---------------------------------------

400 Porter Street
Taylor, Texas, 76574
512-352-3774

19. INTERPRETATION. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

20. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

21. SEVERABILITY. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

22. PARAGRAPH HEADINGS. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

23. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

24. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, employees and agents do not assume any

responsibilities or liabilities to any third party in connection with LSCC or the design, construction or operation of any portion of Headwaters on the Property.

25. EXHIBITS. The following Exhibits are attached and incorporated by reference for all purposes:

Exhibit "A": the "Milestones and LSCC Obligations."

Exhibit "B-1": collectively the "Property."

Exhibit "B-2": collectively the "Property."

Exhibit "C": the "Form of Special Warranty Deed."

Exhibit "D": the "Form of Right of First Offer/Right of First Refusal Agreement" and "Memorandum of ROF/ROFR Agreement."

Exhibit "E": the "Form of Deed of Trust."

Exhibit "F": the "Form of Assignment and Assumption of Lease Agreement."

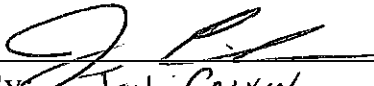
Exhibit "G": the "Condition of Receipt of Public Subsidies/Agreement Regarding Repayment of Interest."

Exhibit "H": the "Form of Easement Agreement."

[SIGNATURES ON FOLLOWING PAGES]

Dated this the 23rd day of March, 2020.

LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation


By: Jon Calvin
Its: CFO

CITY OF TAYLOR, TEXAS,
a Texas home rule city


By: Brian LaBorde
Its: City Manager

Exhibit "A"
to Lone Star Circle of Care and the City of Taylor, Texas
Chapter 380 Economic Development Agreement

Milestones and LSCC Obligations

Project Headwaters Description

Lone Star Circle of Care (LSCC) seeks to develop a new service delivery model in Taylor for low-income residents. The model, Project Headwaters, utilizes physical co-location of an LSCC clinic with programs that positively influence early childhood development and healthy aging. This physical co-location will occur at the West End School in Taylor, Texas, which LSCC will renovate according to the schedule below. Project Headwaters also integrates programs specifically focused on family strengthening initiatives. At Project Headwaters, the focus of healthcare expands from disease remediation and moves upstream to address social determinants of health. This is possible because of the close collaboration among intergenerational social services and health care resources at Project Headwaters: aging in place; access to healthy food; childhood adversity intervention; insurance enrollment and use; teen pregnancy prevention; women's health; and strong safety net organizations collaboration. To assist with access to healthy food, LSCC will develop gardens on additional Taylor, Texas property. The produce from these gardens will supplement the food initiatives at Project Headwaters and the gardens will provide a training ground for nutrition education.

In planning for Project Headwaters, LSCC will solicit community input and study innovative space design, and optimal energy efficiency models. These targeted activities will help ensure the reasonableness and ultimate success of Project Headwaters.

Project Headwaters Milestones

PROJECT HEADWATERS MILESTONE	OWNER	START	COMPLETION
Building Materials (Asbestos) Survey	Terracon	2009	2009.08
Letter of Opinion on Fair Market Value	Associates Real Estate Group	2014.07	2014.07
Original Structural Evaluation	Sparks Engineering	2015.02	2015.02
Preliminary Cost Estimates	American Constructors	2017.09	2017.09
Test Fit Design	O'Connell Robertson	2017.09	2017.11
Confirm New Utility Tie-Ins	Stout, City of Taylor	2018.01	2018.04
Architect Final Design Bid Process	Berger, Stout	2018.06	2018.08
Sustainable Food Center Contract Negotiation & Execution	Stout	2018.07	2018.08
New Structural Evaluation	Berger, Architect	2018.08	2018.09
Updated Costs Estimates	American Constructors	2019.08	2019.08
Funding Committed	Mundhenk, Calvin	2019.08	2019.12
Architect Contract Negotiation/Execution	Berger, Stout	2018.09	2019.11

Structural and Waterproofing Re-review	Nathan Quiring	2019.09	2019.11
Mundhenk to reengage WBCO and WIC	Quiring, Mundhenk, Stout	2019.1	2019.1
Real Property Documents Review - (1) Block 64 and (2) Garden Property	Stout	2019.1	2019.11
Confirmation No Liens on Property - (1) Block 64 and (2) Garden Property	Stout	2019.1	2019.12
Meetings with Taylor Community to Discuss Building Uses and Design	Quiring, Stout, Mundhenk	2019.11	2019.12
Environmental Assessment for WILCO Grant	Roberts, Berger, Stout	2019.11	2019.12
WILCO Grant Documents	Roberts, Berger, Stout	2019.11	2020.02
City Council City of Taylor Review and Approval of Block 64 Transfer	Mundhenk; Stout	2019.12	2019.12
Construction Manager (including Demo and Hazardous Material Abatement) Bid Process	Berger, Stout	2019.12	2020.2
Transfer of Block 64 and Garden Lots to LSCC via 380 Agreement; Assignment and Assumption of WBCO Ground Lease	Stout, Hejl	2019.12	2020.02
Construction Manager (including Demo and Hazardous Material Abatement) Contract Negotiation/Execution	Stout	2019.12	2020.03
Design Process	Berger, Architect	2019.12	2020.05
Kitchen Consulting and "Best in industry" study of new and innovative space design for LSCC services	Berger, Architect	2019.12	2020.05
Demo/Hazardous Materials Permitting and Approvals	Berger, Abatement Contractor	2020.01	2020.04
Demo/Hazardous Materials Abatement	Abatement Contractor	2020.03	2020.05
Horticultural Firm Bid Process	Mundhenk, Stout, Berger	2020.03	2020.05
Main Construction Permitting and Approvals	Berger, Contractor	2020.03	2020.08
Horticultural Firm Contract Negotiation and Execution	Mundhenk, Stout, Berger	2020.05	2020.06
Site Work	Berger, Contractor	2020.05	2020.12
Community Garden Design	Berger, Architect	2020.06	2020.08
50% Construction Complete	Berger, Contractor	2020.07	2020.12
100% Construction Complete	Berger, Contractor	2021.01	2021.05
LSCC Board Approved Change in Scope Application Submitted to HRSA	Stout, Calvin, Roberts	2021.04	2021.06
Certificate of Occupancy	Berger, Contractor	2021.05	2021.05
Garden Improvements Complete	Berger, Contractor	2020.06	2022.05

PLAN LEGEND

- EXISTING
- NEW CONSTRUCTION
- DEMOLITION
- MECHANICAL
- ELECTRICAL
- PLUMBING
- PAINT
- DO - PROCESS
- SET

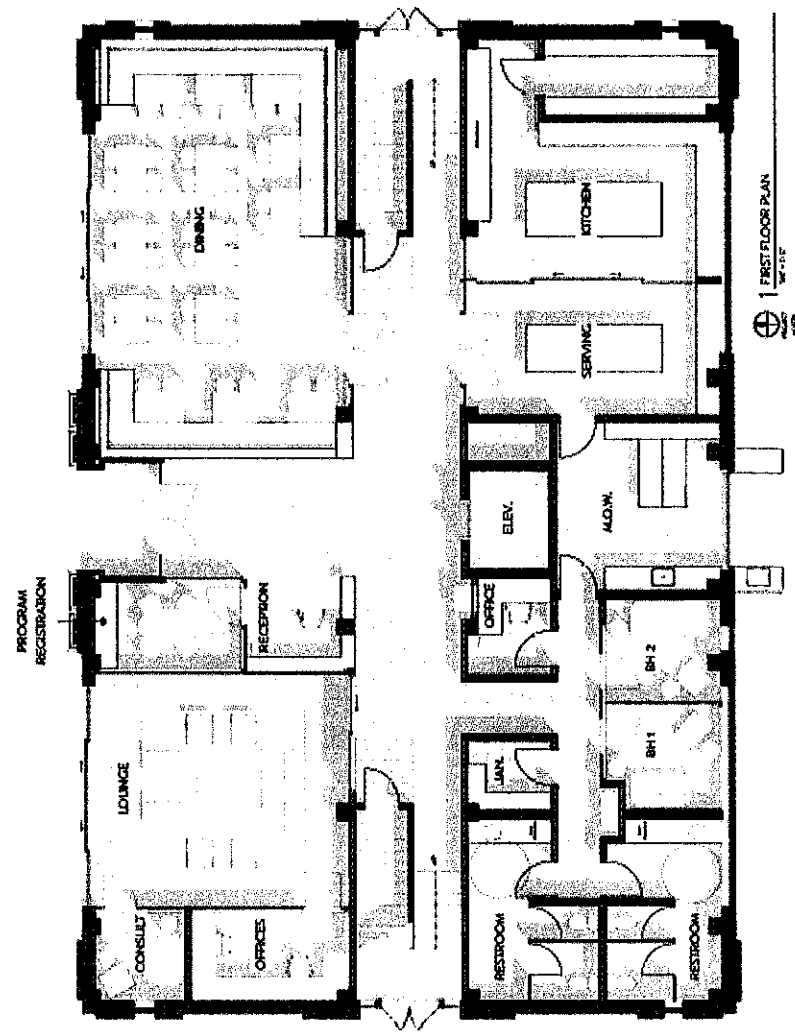
LSCC - PROJECT HEADWATERS

1301 FERGUSON STREET
TAYLOR, TEXAS 76774

A1.1

FIRST FLOOR PLAN

COURTYARD



1 FIRST FLOOR PLAN
1/4" = 1' 0"

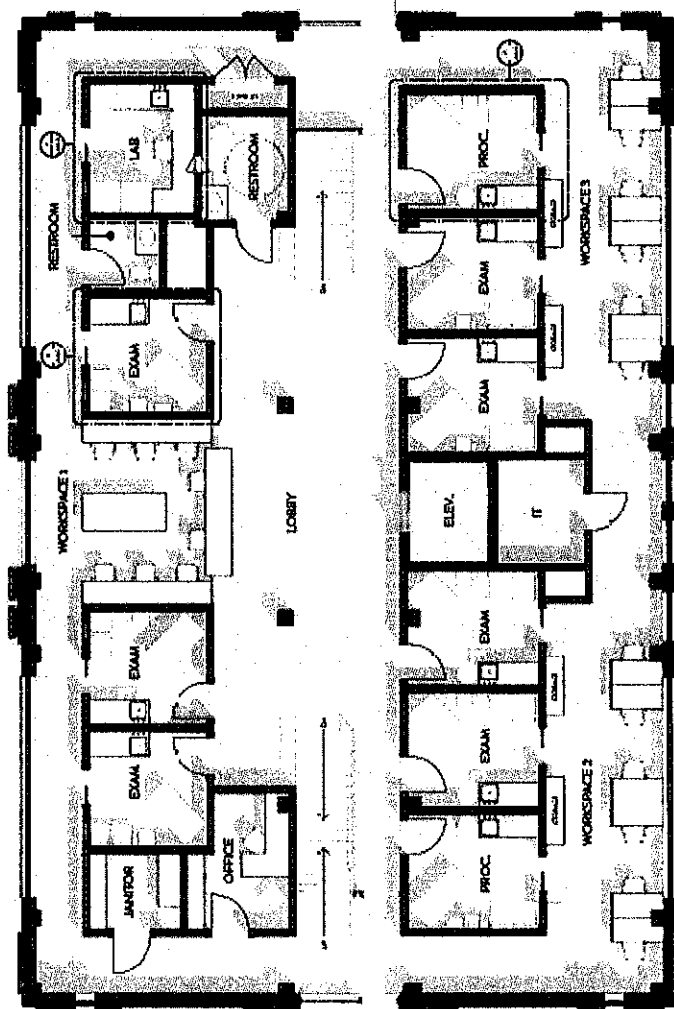
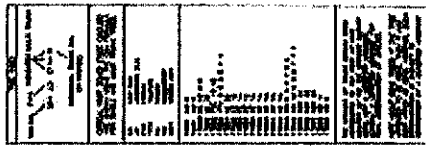


Exhibit "B-1"
to Lone Star Circle of Care and the City of Taylor, Texas
Chapter 380 Economic Development Agreement

West End School Property

1.673 acres being all of Lots 1 – 10, Block number Sixty-four (64) in Doak's Addition to the said City of Taylor, according to the map or plat thereof, recorded in Volume 56, Page 483, Deed Records of Williamson County, Texas, as further depicted in the survey below:



100% CRYPTICITY

Sincerely,
Dr. Charles E. Smith
John A. Edwards III

[illegible]

9. **RESEARCH, DEVELOPMENT, AND TEST EXPENSES.**—The following table shows the amount of research, development, and test expenses incurred by the taxpayer in each of the years 1964 through 1968:

70-04 1076-00074

THESE RESULTS ARE IN ACCORD WITH THE FINDINGS OF OTHER STUDIES THAT HAVE SHOWN THAT THE USE OF A SINGLE-STEP PROCESS CAN BE EFFECTIVE IN REDUCING THE RISK OF INFECTION IN PATIENTS WITH A SINGLE-STEP PROCESS.

[illegible]

Authorizing official: _____
Date: 06-04-2018
Official title: _____

Other major impact programs include a biologically based priority-setting system designed to help identify and protect areas of high biological value, and a new program to help States and local governments develop and implement land-use plans that protect the Nation's biological resources. The Department is also working to improve the management of public lands and to enhance the protection of the Nation's historic and cultural resources.

CHIEF OF POLICE

RECEIVED

APR 10 1968

U.S. DEPT. OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

WASHINGTON, D.C.

MEMORANDUM FOR THE DIRECTOR

SUBJECT: [Illegible]

[Illegible signature]

[Illegible date]

[illegible][illegible]

1. **Author:** [Name]
 2. **Title:** [Title]
 3. **Journal:** [Journal]
 4. **Volume:** [Volume]
 5. **Issue:** [Issue]
 6. **Page:** [Page]
 7. **Year:** [Year]

Information on other's view is also displayed for each group leader and each group. The group's view is displayed for each group leader. The group's view is displayed for each group leader. The group's view is displayed for each group leader.

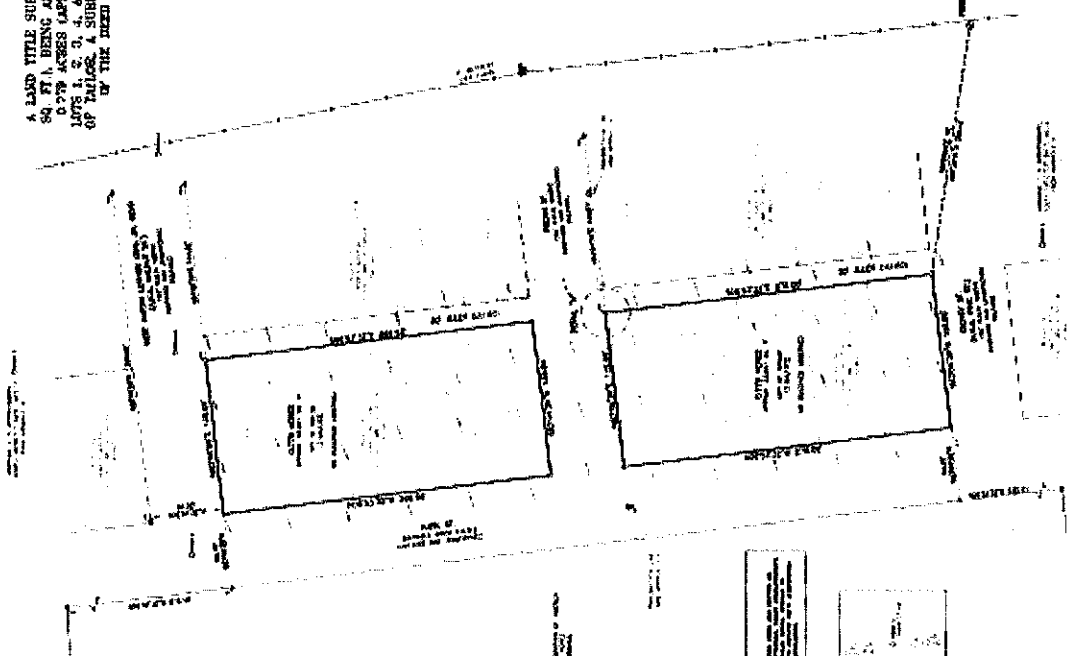
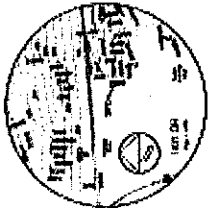
Prepared and Sent by the
 Secretary and Manager
 of the
 American Society of
 Engineers
 1215 Broadway
 New York City

Exhibit "B-2"
to Lone Star Circle of Care and the City of Taylor, Texas
Chapter 380 Economic Development Agreement

Garden Lots

0.779 acres of land being all of Lots 1, 2, 3, 4 and 5, Block 34, and 0.779 acres of land being all of Lots 1, 2, 3, 4 and 5, Block 36, Doak's Addition to the City of Taylor, a subdivision of record in Volume 56, Page 483 of the Deed Records of Williamson County, Texas, as further depicted in the survey below:

A LAND TITLE SURVEY OF 0.779 ACRES (APPROXIMATELY 34,001 SQ. FT.) BEING ALL OF LOTS 1, 2, 3, 4, & 6 - BLOCK 34, AND 0.779 ACRES (APPROXIMATELY 33,987 SQ. FT.), BEING ALL OF LOTS 1, 2, 3, 4, & 5, BLOCK 3A, DOAK'S ADDITION TO THE CITY OF DALLAS, A SUBDIVISION OF RECORD IN VOLUME 66, PAGE 483 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.



BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____

WITNESSE MY HAND AND SEAL this _____ day of _____, 20____.

Notary Public in and for the State of Texas

NOTARIAL PUBLIC

My Commission Expires _____

Notary Public in and for the State of Texas

NOTARIAL PUBLIC

My Commission Expires _____

Notary Public in and for the State of Texas

NOTARIAL PUBLIC

My Commission Expires _____

Notary Public in and for the State of Texas

NOTARIAL PUBLIC

My Commission Expires _____

Notary Public in and for the State of Texas

Exhibit "C"
to Lone Star Circle of Care and the City of Taylor, Texas
Chapter 380 Economic Development Agreement

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: March 23, 2020

Grantor: CITY OF TAYLOR, TEXAS,
a Texas home rule city

Grantor's Mailing Address: 400 Porter Street
Taylor, Texas 76574

Grantee: LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation

Grantee's Mailing Address: 205 E. University Avenue
Suite 200
Georgetown, Texas 78626

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): See Exhibit A

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, that affect the property; rights of adjoining owners in

any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for 2020, the payment of which Grantee assumes, and subsequent assessments for that and prior years due to change in usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee, Grantee's successors, and assigns. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantee acknowledges and agrees that, other than as may be specifically set forth herein, Grantor has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, and the Texas Architectural Barriers Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that Grantor has not made, does not make and specifically disclaims any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensations and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information. Grantee further acknowledges and agrees that the grant of the Property as provided for herein is made on an "as is, where is" condition and basis "with all faults". Grantee acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the conveyance by Grantor to Grantee.

Executed by the undersigned on the date set forth below, to be effective as of the Effective Date of this Special Warranty Deed.

GRANTOR:

CITY OF TAYLOR, TEXAS,
a Texas home rule city

By: _____

Printed Name: Brian LaBorde

Title: City Manager

*This instrument was prepared based on information
furnished by the parties, and no independent title
search has been made.*

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2020.

Notary Public in and for
The State of Texas

GRANTEE:

LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2020.

Notary Public in and for
The State of Texas

Special Warranty Deed

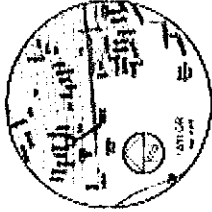
Exhibit A – Property (including any improvements)

West End School Property

1.673 acres being all of Lots 1 – 10, Block number Sixty-four (64) in Doak's Addition to the said City of Taylor, according to the map or plat thereof, recorded in Volume 56, Page 483, Deed Records of Williamson County, Texas, as further depicted in the survey below:

A LAND TITLE SURVEY OF LOTS ACRES (APPROXIMATELY 72.267
 90.771) BEING ALL OF LOTS 1-30 - BLOCK 64, DOAK'S ADDITION
 TO THE CITY OF TAYLOR, A SUBDIVISION OF RECORD IN VOLUME
 54, PAGE 487 OF THE DEED RECORDS OF WILLIAMSON COUNTY,
 TEXAS

Lot	Acres	Owner
1	1.00	...
2	1.00	...
3	1.00	...
4	1.00	...
5	1.00	...
6	1.00	...
7	1.00	...
8	1.00	...
9	1.00	...
10	1.00	...
11	1.00	...
12	1.00	...
13	1.00	...
14	1.00	...
15	1.00	...
16	1.00	...
17	1.00	...
18	1.00	...
19	1.00	...
20	1.00	...
21	1.00	...
22	1.00	...
23	1.00	...
24	1.00	...
25	1.00	...
26	1.00	...
27	1.00	...
28	1.00	...
29	1.00	...
30	1.00	...



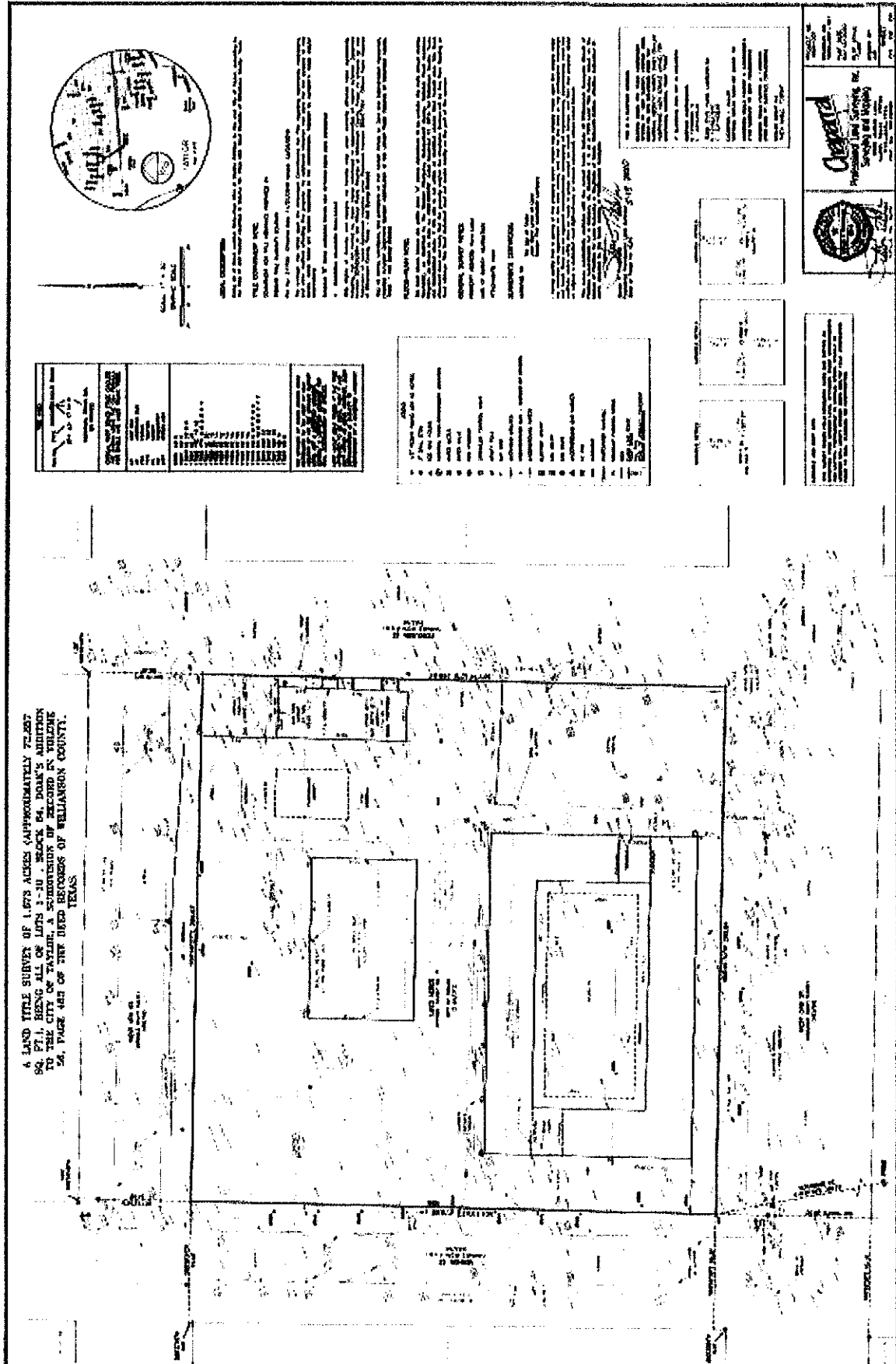
THE FOLLOWING ARE THE
 NAMES OF THE OWNERS OF THE
 LOTS IN THIS BLOCK, AS
 THEY APPEAR IN THE
 RECORDS OF THE
 CLERK OF THE COUNTY
 CLERK OF WILLIAMSON COUNTY,
 TEXAS

Lot	Acres	Owner
1	1.00	...
2	1.00	...
3	1.00	...
4	1.00	...
5	1.00	...
6	1.00	...
7	1.00	...
8	1.00	...
9	1.00	...
10	1.00	...
11	1.00	...
12	1.00	...
13	1.00	...
14	1.00	...
15	1.00	...
16	1.00	...
17	1.00	...
18	1.00	...
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20	1.00	...
21	1.00	...
22	1.00	...
23	1.00	...
24	1.00	...
25	1.00	...
26	1.00	...
27	1.00	...
28	1.00	...
29	1.00	...
30	1.00	...

Lot	Acres	Owner
1	1.00	...
2	1.00	...
3	1.00	...
4	1.00	...
5	1.00	...
6	1.00	...
7	1.00	...
8	1.00	...
9	1.00	...
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11	1.00	...
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24	1.00	...
25	1.00	...
26	1.00	...
27	1.00	...
28	1.00	...
29	1.00	...
30	1.00	...



THE FOLLOWING ARE THE
 NAMES OF THE OWNERS OF THE
 LOTS IN THIS BLOCK, AS
 THEY APPEAR IN THE
 RECORDS OF THE
 CLERK OF THE COUNTY
 CLERK OF WILLIAMSON COUNTY,
 TEXAS



Garden Lots

0.779 acres of land being all of Lots 1, 2, 3, 4 and 5, Block 34, and 0.779 acres of land being all of Lots 1, 2, 3, 4 and 5, Block 36, Doak's Addition to the City of Taylor, a subdivision of record in Volume 56, Page 483 of the Deed Records of Williamson County, Texas, as further depicted in the survey below:

Exhibit "D"
to Lone Star Circle of Care and the City of Taylor, Texas
Chapter 380 Economic Development Agreement

**RIGHT OF FIRST OFFER "ROFO"/
RIGHT OF FIRST REFUSAL "ROFR" AGREEMENT**

This ROFO/ROFR AGREEMENT ("**Agreement**") is entered into effective March 23, 2020 (the "**Effective Date**") between **CITY OF TAYLOR, TEXAS**, a Texas home rule city ("**City**") and **LONE STAR CIRCLE OF CARE**, a Texas nonprofit corporation ("**LSCC**").

WHEREAS, the City and LSCC entered into that certain 380 Agreement dated effective March 23, 2020 between the City, and LSCC, (the "**Agreement**"); and

WHEREAS, on the Effective Date and pursuant to the terms of the Agreement, the City has conveyed to LSCC that certain real property located in the City of Taylor, Williamson County, Texas (the "**Property**"), more particularly described as follows:

1.673 acres being all of Lots 1 – 10, Block number Sixty-four (64) in Doak's Addition to the said City of Taylor, according to the map or plat thereof, recorded in Volume 56, Page 483, Deed Records of Williamson County, Texas; and

0.779 acres of land being all of Lots 1, 2, 3, 4 and 5, Block 34, and 0.779 acres of land being all of Lots 1, 2, 3, 4 and 5, Block 36, Doak's Addition to the City of Taylor, a subdivision of record in Volume 56, Page 483 of the Deed Records of Williamson County, Texas; and

WHEREAS, pursuant to the terms of the 380 Agreement, the City and LSCC agreed to execute this Agreement.

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and LSCC agree as follows:

1. **ROFO/ROFR Terms.**

a. **ROFR.** If, after the Effective Date of this Agreement, LSCC receives a bona fide offer ("**ROFR Offer**") from an unrelated third party to purchase or lease all or any portion of the Property (the "**ROFR Property**"), and if the ROFR Offer is acceptable to LSCC, LSCC shall give written notice thereof to the City, together with a copy of the ROFR Offer ("**ROFR Notice**"), which ROFR Offer shall include the applicable terms for the purchase or lease of the ROFR Property. The City shall have the right of first refusal ("**ROFR**") to purchase or lease, as applicable, all such ROFR Property on the same terms, conditions and provisions as set out in the ROFR Offer by giving notice to LSCC of such election ("**ROFR Election Notice**") within thirty (30) days following LSCC's delivery of the ROFR Notice to the City. Promptly following the

City's delivery of the ROFR Election Notice, if applicable, the City shall deliver, and LSCC and the City shall execute, an agreement or lease, as applicable, containing the terms and provisions of the sale or lease as set forth in the ROFR Offer, or as may otherwise be customary for the sale or lease of similar property in Williamson County, Texas to the extent not covered by the ROFR Offer on terms, provisions and conditions reasonably acceptable to each of the City and LSCC. At closing, the City and LSCC shall perform their respective obligations under the agreement or lease, as applicable. If the City fails to deliver the ROFR Election Notice to LSCC within the 30-day period specified above, the City's ROFR will terminate as to the applicable ROFR Offer, but not as to future ROFR Offer(s). In the event the City fails to deliver or waives an ROFR Election Notice with respect to any ROFR Offer, but (i) the terms set forth in such ROFR Offer are thereafter modified such that the purchase price or rent is reduced by more than five percent (5%), then the City's ROFR shall apply to such modified ROFR Offer in accordance with the terms, provisions and conditions set forth above, and (ii) if the sale or lease contemplated by the ROFR Offer is not consummated within six (6) months of the ROFR Election Date, then the City's ROFR shall apply to any future ROFR Offer in accordance with the terms, provisions and conditions set forth above.

b. **ROFO.** After the Effective Date of this Agreement, prior to offering for sale or lease, as applicable ("**ROFO Offer**") LSCC's ownership interest in all or any portion of the Property (the "**ROFO Property**"), LSCC shall give written notice thereof to the City, together with a copy of the ROFO Offer ("**ROFO Notice**"), which ROFO Offer shall include the applicable terms for the purchase or lease of the ROFO Property. The City shall have the right of first offer ("**ROFO**") to purchase or lease, as applicable, all such ROFO Property on the same terms, conditions and provisions as set out in the ROFO Offer by giving notice to LSCC of such election ("**ROFO Election Notice**") within thirty (30) days following LSCC's delivery of the ROFO Notice to the City. Following the City's delivery of the ROFO Election Notice, if applicable, the City shall deliver, and LSCC and the City shall execute, an agreement, as applicable, containing the terms and provisions of the agreement as set forth in the ROFO Offer, or as may otherwise be customary for the agreement of similar property in Williamson County, Texas to the extent not covered by the ROFO Offer, on terms, provisions and conditions reasonably acceptable to each of the City and LSCC. At closing, the City and LSCC shall perform their respective obligations under the agreement, as applicable. If the City fails to deliver the ROFO Election Notice to LSCC within the 30-day period specified above, the City's ROFO will terminate as to the applicable ROFO Offer, but not as to future ROFO Offer(s). In the event the City fails to deliver or waives an ROFO Election Notice with respect to any ROFO Offer, but the terms set forth in such ROFO Offer are thereafter modified such that the purchase price or rent is reduced by more than five percent (5%), the City's ROFO shall apply to such modified ROFO Offer in accordance with the terms, provisions and conditions set forth above.

2. **Runs with the Land.** The terms, provisions and conditions of this Agreement shall run with the Property, be binding upon LSCC and its successors and assigns, and inure to the benefit of the City and its successors and assigns.

3. **Memorandum of ROFO/ROFR Agreement.** This Agreement shall not be recorded; provided, however, the terms, provisions and conditions of this Agreement shall be memorialized on the Effective Date by the recordation of a memorandum of ROFO/ROFR Agreement in form acceptable to LSCC and the City, in each party's reasonable discretion.

4. Notices. All notices, demands or other communications of any type given by the City to LSCC, or by LSCC to the City, whether required by this Agreement or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this paragraph 4. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, facsimile with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means shall be effective when received by the party to whom the same is addressed, and such notices shall be addressed as follows:

Seller: City of Taylor
c/o Brian LaBorde
City Manager
400 Porter Street
Taylor, Texas, 76574

Purchaser: Lone Star Circle of Care
c/o Tillery Stout
General Counsel
205 E. University Avenue, Suite 200
Georgetown, Texas 78626

Either party hereto may change its address for notice by giving three (3) days prior written notice thereof to the other party.

5. Attorneys' Fees. If either party retains an attorney to enforce this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and court and other costs.

6. Time. All deadlines in this Agreement expire at 5:00 p.m. local time at the Property. If a deadline falls on a Saturday, Sunday or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. Time is of the essence. A national holiday is a holiday designated by the federal government.

7. Entire Agreement; Amendment. This Agreement, with its attachments, constitutes the entire agreement of the parties concerning the subject matter of this Agreement, and there are no oral representations, warranties, agreements, or promises pertaining to the subject matter of this Agreement not incorporated in writing in the Agreement. This Agreement may be amended only by an instrument in writing signed by both parties.

8. Choice of Law. This Agreement will be construed under the laws of the State of Texas and venue shall be in Williamson County, Texas.

9. No Waiver. It is not a waiver of default if the non-defaulting party does not declare a default immediately or delays taking action with respect to the default.
10. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.
11. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, then the remaining provisions will remain in effect without the unenforceable parts.
12. Drafting Parties. The rule of construction that ambiguities in a document will be construed against the party that drafted it will not be applied in interpreting this Agreement.
13. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
14. Counterparts. If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

This Agreement is executed by the City of Taylor and Lone Star Circle of Care effective as of the Effective Date.

SELLER:

CITY OF TAYLOR, TEXAS,
a Texas home rule city

By: _____
Name: Brian LaBorde
Title: City Manager

PURCHASER:

LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation

By: _____
Name:
Title:

STATE OF TEXAS

2

ॐ

COUNTY OF WILLIAMSON

20

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Taylor, Texas, a Texas home rule city (“City”) and Lone Star Circle of Care, a Texas nonprofit corporation (“LSCC”) have entered into that certain ROFO/ROFR Agreement (the “**ROFO/ROFR Agreement**”) dated of even date herewith, giving City a right of first offer and a right of first refusal with respect to that certain land located in the City of Taylor, Williamson County, Texas, as more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”), as more particularly set forth therein.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and LSCC hereby acknowledge and agree as follows:

1. ROFO/ROFR. Notice is hereby given that City and LSCC have entered into the ROFO/ROFR Agreement with respect to the Property, wherein City possesses certain right of first refusal and right of first offer rights with respect to the Property, as more particularly described in the ROFO/ROFR Agreement.
2. Miscellaneous. This Memorandum of ROFO/ROFR Agreement (this “**Memorandum**”) shall in no way be construed to modify or amend the terms of the ROFO/ROFR Agreement, it being the sole purpose hereof to serve as notice to the public of the existence of such ROFO/ROFR Agreement. In the event of any conflict between the terms, provisions or conditions of this Memorandum and the ROFO/ROFR Agreement, the ROFO/ROFR Agreement shall control.

EXECUTED effective as of the 23rd day of March 2020.

Purchaser:

LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by _____ of the Lone Star Circle of Care, a Texas nonprofit
corporation, on behalf of said corporation.

Notary Public in and for
The State of Texas

Seller:

CITY OF TAYLOR, TEXAS,
a Texas home rule city

By: _____
Name: Brian LaBorde
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by Brian LaBorde, City Manager of the City of Taylor, a Texas home rule city.

Notary Public in and for
The State of Texas

MEMORANDUM OF ROFO/ROFR AGREEMENT
EXHIBIT A - PROPERTY

West End School Property

1.673 acres being all of Lots 1 – 10, Block number Sixty-four (64) in Doak's Addition to the said City of Taylor, according to the map or plat thereof, recorded in Volume 56, Page 483, Deed Records of Williamson County, Texas, as further depicted in the survey below:

[illegible][illegible][illegible]

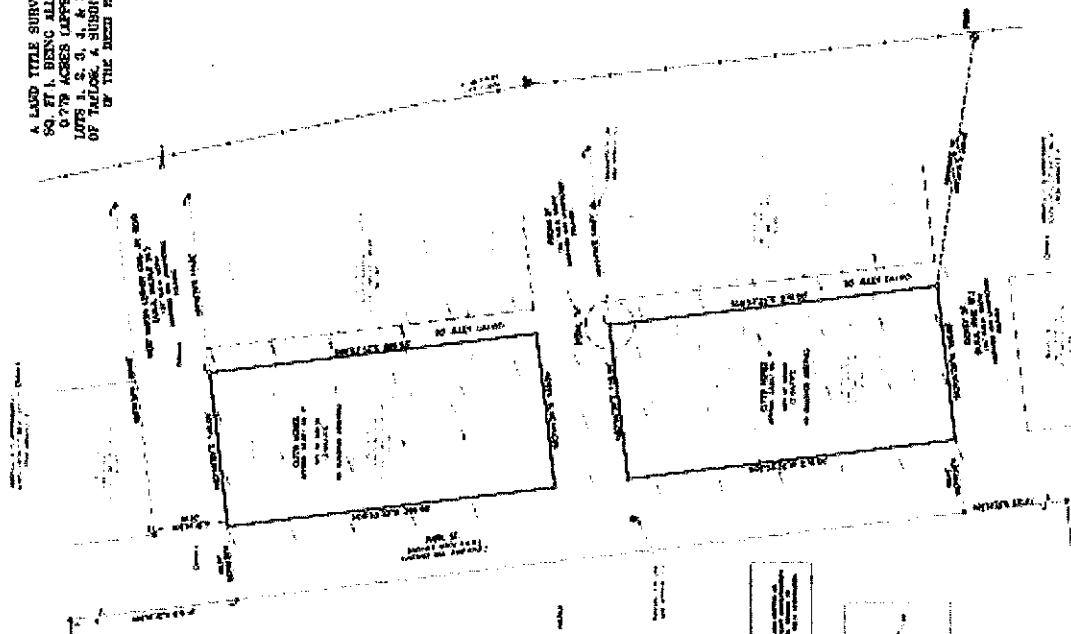
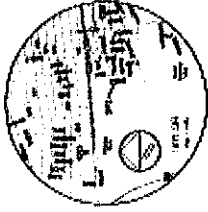
Chaparral
Professional Land Surveyors, Inc.
Surveying and Mapping

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524
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Garden Lots

0.779 acres of land being all of Lots 1, 2, 3, 4 and 5, Block 34, and 0.779 acres of land being all of Lots 1, 2, 3, 4 and 5, Block 36, Doak's Addition to the City of Taylor, a subdivision of record in Volume 56, Page 483 of the Deed Records of Williamson County, Texas, as further depicted in the survey below:

A LAND TITLE SURVEY OF 0.770 ACRES (APPROXIMATELY 30,301 SQ. FT.) BEING ALL OF LOTS 1, 2, 3, 4, & 5, BLOCK 34, AND 0.770 ACRES (APPROXIMATELY 33,987 SQ. FT.) BEING ALL OF LOTS 1, 2, 3, 4, & 5, BLOCK 38, DOWD'S ADDITION TO THE CITY OF TULSA, A SUBDIVISION OF RECORD IN VOLUME 186, PAGE 483 OF THE DEED RECORDS OF WILMINGTON COUNTY, TEXAS.



THE UNDERSIGNED INFO
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as the same appears in the records of the County Clerk of the County of [blank] State of [blank], and that the same is a true and correct copy of the original survey as the same appears in the records of the County Clerk of the County of [blank] State of [blank].

WITNESSES MY HAND AND SEAL
 This [blank] day of [blank] A.D. 19[blank]

NOTARY PUBLIC
 My Comm. Expires [blank]

THE UNDERSIGNED INFO
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as the same appears in the records of the County Clerk of the County of [blank] State of [blank], and that the same is a true and correct copy of the original survey as the same appears in the records of the County Clerk of the County of [blank] State of [blank].

WITNESSES MY HAND AND SEAL
 This [blank] day of [blank] A.D. 19[blank]

NOTARY PUBLIC
 My Comm. Expires [blank]



Seal of the State of Texas

Cleveland
 Professional Land Surveyors and
 Engineers and Mapping

1. The survey was made by [blank] 2. The survey was made on [blank] 3. The survey was made for [blank] 4. The survey was made for [blank] 5. The survey was made for [blank]	6. The survey was made for [blank] 7. The survey was made for [blank] 8. The survey was made for [blank] 9. The survey was made for [blank] 10. The survey was made for [blank]	11. The survey was made for [blank] 12. The survey was made for [blank] 13. The survey was made for [blank] 14. The survey was made for [blank] 15. The survey was made for [blank]	16. The survey was made for [blank] 17. The survey was made for [blank] 18. The survey was made for [blank] 19. The survey was made for [blank] 20. The survey was made for [blank]
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Exhibit "E"
to Lone Star Circle of Care and the City of Taylor, Texas
Chapter 380 Economic Development Agreement

Form of Deed of Trust

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

Date: March 23, 2020

Grantor: LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation

Grantor's Mailing Address:

205 East University Avenue
Suite 200
Georgetown, Texas 78626

Trustee: Brian LaBorde

Trustee's Mailing Address:

400 Porter Street
Taylor, Williamson County,
Texas 76574

Beneficiary: CITY OF TAYLOR, TEXAS,
a Texas home rule city

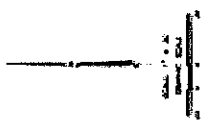
Beneficiary's Mailing Address:

400 Porter Street
Taylor, Williamson County,
Texas 76574

Property (including any improvements):

West End School Property

1.673 acres being all of Lots 1 – 10, Block number Sixty-four (64) in Doak's Addition to the said City of Taylor, according to the map or plat thereof, recorded in Volume 56, Page 483, Deed Records of Williamson County, Texas, as further depicted in the survey below:

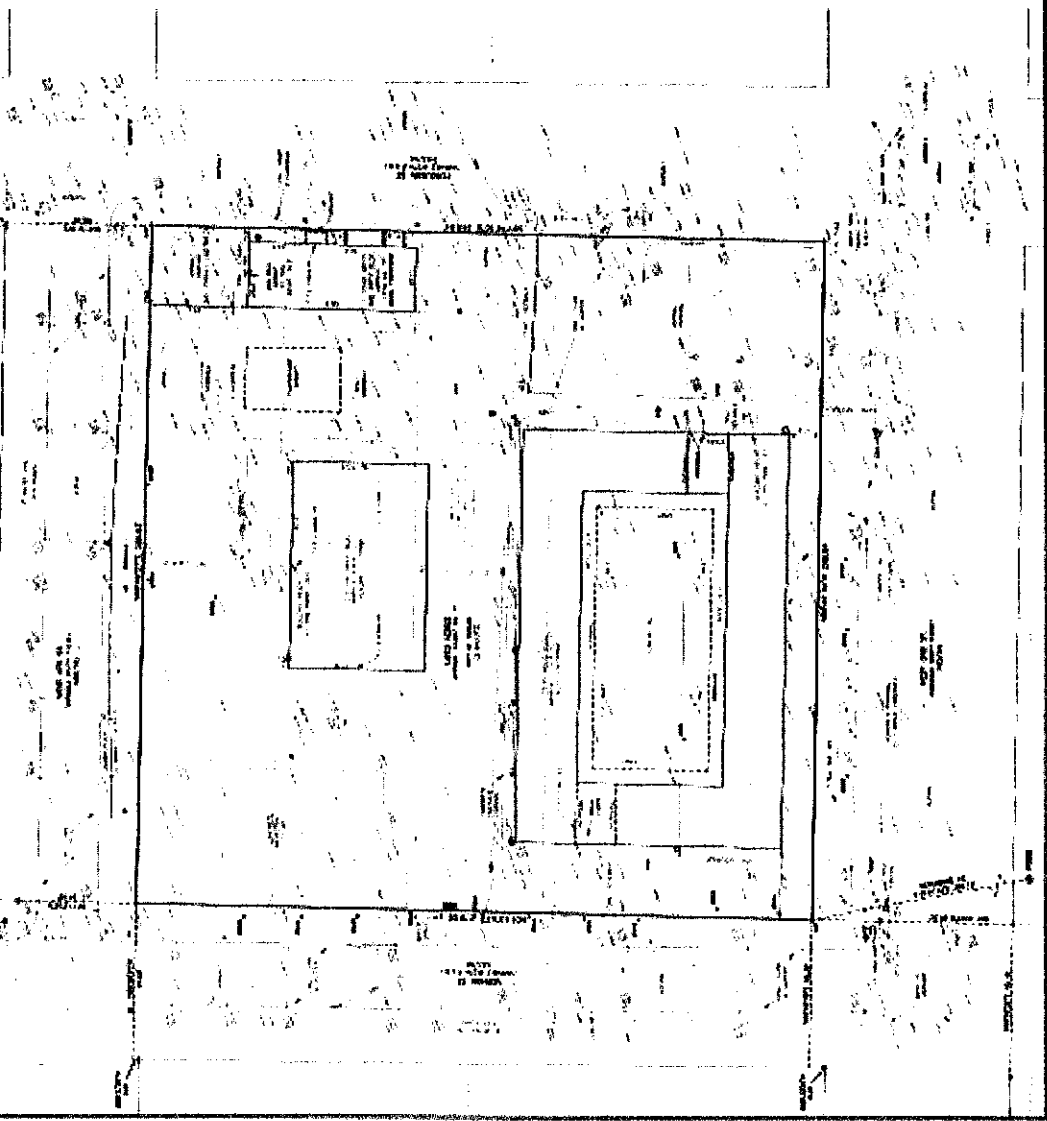
[illegible][illegible]

Demanded
Protesters lined up before the
Sundance and Mapplethorpe
exhibitions at the Museum of
Modern Art, New York, on
Sept. 10, 1990. The protesters
were demanding that the
Museum of Modern Art
cancel the exhibitions.

THE UNIVERSITY OF CHICAGO
 5408 S. UNIVERSITY AVE.
 CHICAGO, ILL. 60637
 TEL: 773-936-5000
 FAX: 773-936-5000



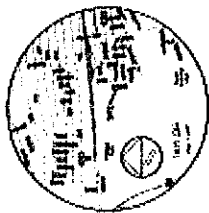
1997

[illegible]

Garden Lots

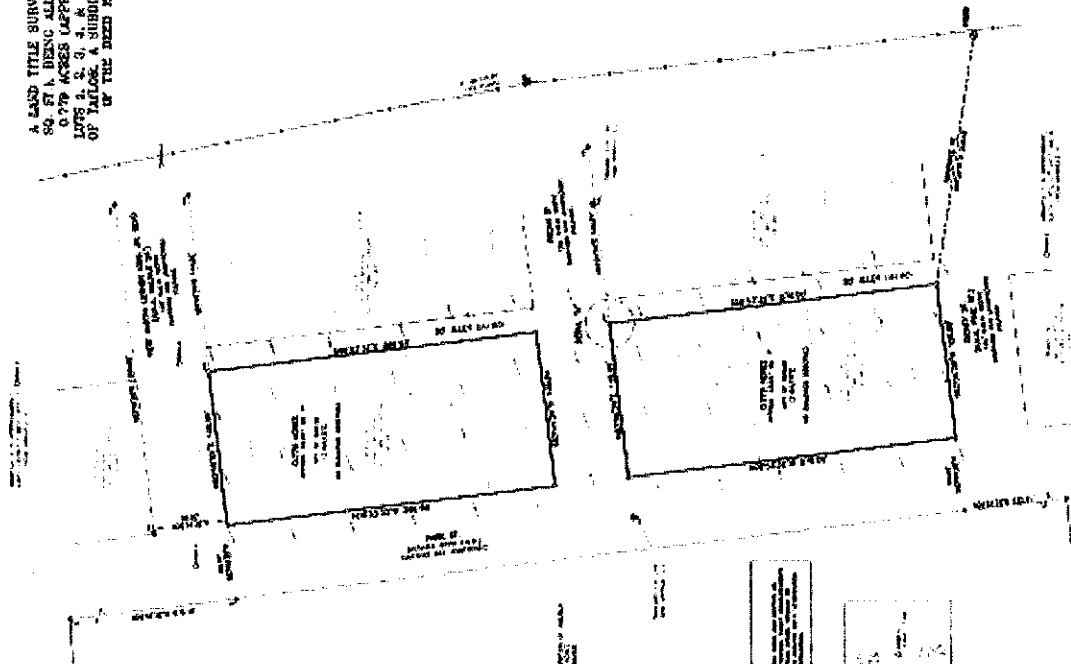
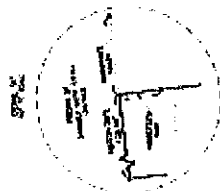
0.779 acres of land being all of Lots 1, 2, 3, 4 and 5, Block 34, and 0.779 acres of land being all of Lots 1, 2, 3, 4 and 5, Block 36, Doak's Addition to the City of Taylor, a subdivision of record in Volume 56, Page 483 of the Deed Records of Williamson County, Texas, as further depicted in the survey below:

A LAND TITLE SURVEY OF 0.776 ACRES (APPROXIMATELY 30,811 SQ. FT.) BEING ALL OF LOTS 1, 2, 3, 4, & 5, BLOCK 54, AND 0.776 ACRES (APPROXIMATELY 30,811 SQ. FT.), BEING ALL OF LOTS 1, 2, 3, 4, & 5, BLOCK 54, DONAT'S ADDITION TO THE CITY OF TAYLOR, A SUBDIVISION OF RECORD IN VOLUME 56, PAGE 480 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.



THE UNDERSIGNED, JAMES H. HARRIS, Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner thereof, and that the same is a true and correct copy of the original survey as shown to me by the owner thereof, and that the same is a true and correct copy of the original survey as shown to me by the owner thereof.

THE UNDERSIGNED, JAMES H. HARRIS, Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner thereof, and that the same is a true and correct copy of the original survey as shown to me by the owner thereof, and that the same is a true and correct copy of the original survey as shown to me by the owner thereof.



Lot	Area	Owner
1	0.1552	James H. Harris
2	0.1552	James H. Harris
3	0.1552	James H. Harris
4	0.1552	James H. Harris
5	0.1552	James H. Harris

Lot	Area	Owner
1	0.1552	James H. Harris
2	0.1552	James H. Harris
3	0.1552	James H. Harris
4	0.1552	James H. Harris
5	0.1552	James H. Harris

Lot	Area	Owner
1	0.1552	James H. Harris
2	0.1552	James H. Harris
3	0.1552	James H. Harris
4	0.1552	James H. Harris
5	0.1552	James H. Harris

Original
 This is a true and correct copy of the original survey as shown to me by the owner thereof, and that the same is a true and correct copy of the original survey as shown to me by the owner thereof, and that the same is a true and correct copy of the original survey as shown to me by the owner thereof.

Other Exceptions to Conveyance and Warranty: None

For value received and to secure a non-monetary obligation of Grantor as set out below, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the Grantor Obligations set forth below, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to complete the 380 Agreement by and between the City of Taylor, Texas and Lone Star Circle of Care, dated March 23, 2020, attached hereto and incorporated by reference. Grantor shall remain in compliance and complete the obligations of Grantor set forth in the 380 Agreement.

Grantor's failure to complete the requirements set forth in the 380 Agreement shall be considered a default of this Deed of Trust allowing Beneficiary to exercise its rights and privileges for default allowed under this Deed of Trust.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.

2. If Grantor fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument between Grantor and Beneficiary, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:

- a. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
- b. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a special warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:

- a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
- b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any Trustee's deed conveying the property will be presumed to be true.

3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.

5. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred by Beneficiary, including attorney's fees, Beneficiary shall release any remaining sums to Grantor or apply such sums to reduce the note, if any. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

6. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note (if any) or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes voluntarily or

involuntarily bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

7. When the context requires, singular nouns and pronouns include the plural.
8. The term note (if any) includes all sums secured by this Deed of Trust.
9. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
10. Grantor represents that this Deed of Trust is given to secure Grantor's Obligations as detailed above.
11. Grantor agrees that in the event of any sale, voluntary, judicial or made under the terms of this Deed of Trust, of the Property herein described, the purchaser at such sale shall acquire title to all insurance policies thereon held by the Beneficiary, including not only all paid, but unearned premiums on said policies.
13. Beneficiary may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Beneficiary's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sales contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of Property interest. Notwithstanding the foregoing, "sale or transfer" shall not include any lease of the Property by Grantor to Harris Ross Head Start, a division of Opportunities for Williamson and Burnet Counties, or to any entity administering a program that positively influences early childhood development, healthy aging or better nutrition. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Beneficiary if such exercise is prohibited by federal law or by Texas law.

GRANTOR:

LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation

By:
Its:

STATE OF TEXAS,
COUNTY OF WILLIAMSON

This instrument was sworn to and acknowledged before me on this the _____ day of _____, 2020, by _____, _____ of LONE STAR CIRCLE OF CARE, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas

BENEFICIARY:

CITY OF TAYLOR, TEXAS,
a Texas home rule city

By: Brian LaBorde
Its: City Manager

STATE OF TEXAS,
COUNTY OF WILLIAMSON

This instrument was sworn to and acknowledged before me on this the _____ day of _____, 2020, by _____, _____ of CITY OF TAYLOR, TEXAS, a Texas home rule city, on behalf of said Texas home rule city.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Taylor, Texas
400 Porter Street
Taylor, Texas 76574

With a copy to:
Lone Star Circle of Care
205 E. University Avenue, Suite 200
Georgetown, Texas 78626
Attention: General Counsel

Exhibit "F"
to Lone Star Circle of Care and the City of Taylor, Texas
Chapter 380 Economic Development Agreement

Form of Assignment and Assumption of Lease Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "***Agreement***") effective as of March 23, 2020 (the "***Effective Date***"), is by and between the City of Taylor, Texas, a Texas home rule city ("***City***") and Lone Star Circle of Care, a Texas nonprofit corporation ("***LSCC***").

WHEREAS, LSCC and City have entered a Chapter 380 Economic Development Agreement (the "***380 Agreement***"), effective as of March 23, 2020, pursuant to which, among other things, City has agreed to assign all of its rights, title and interests in, and LSCC has agreed to assume all of City's duties and obligations under that certain Lease Agreement effective April 1, 1999, between the City and Williamson-Burnet County Opportunities, Inc., a Texas corporation ("***WBCO***"), recorded as Document No. 2000053804, Official Public Records of Williamson County, Texas, as amended by that certain Addendum to Lease Agreement Dated March 22, 1999, effective as of July 18, 2006, between the City and WBCO, recorded as Document No. 2006073551, Official Public Records of Williamson County, Texas (as amended, the "***Ground Lease***").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the 380 Agreement.
2. **Assignment and Assumption.** Pursuant to Sections 4.02 and 8.01 of the Ground Lease, the City hereby sells, assigns, grants, conveys and transfers to LSCC all of the City's right, title and interest in and to the Ground Lease. LSCC hereby accepts such assignment and assumes all of the City's rights, duties and obligations under the Ground Lease and agrees to pay, perform and discharge, as and when due, all of the obligations of the City under the Ground Lease.
3. **Notices.** Notices or communications required or permitted therein shall be given by the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice.

Lone Star Circle of Care Attn: General Counsel 205 E. University Avenue, Suite 200 Georgetown, TX 78626	City of Taylor Attn: City Manager 400 Porter Street Taylor, TX 76574
--	---

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Texas excluding its conflict of laws principles and without reference to any rules of construction regarding the party responsible for drafting.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

CITY:

CITY OF TAYLOR, TEXAS,
a Texas home rule city

By: _____

Name: Brian LaBorde

Title: City Manager

LSCC:

LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation

By: _____

Name:

Title:

Exhibit "G"
to Lone Star Circle of Care and the City of Taylor, Texas
Chapter 380 Economic Development Agreement

Condition of Receipt of Public Subsidies/Agreement Regarding Repayment of Interest

CONDITION ON RECEIPT OF PUBLIC SUBSIDIES/AGREEMENT REGARDING
REPAYMENT OF INTEREST

WHEREAS, LONE STAR CIRCLE OF CARE has submitted an application to receive a public subsidy as defined in Chapter 2264, Texas Government Code (hereinafter "the Code"); and

WHEREAS, LONE STAR CIRCLE OF CARE has certified in said application that neither said business, nor a branch, division or department of said business knowingly employs or will hereafter knowingly employ an undocumented worker (as defined in the Code); and

WHEREAS the Code stated that if any business, or a branch, division, or department of the business, after receiving a public subsidy, is convicted of a violation under 8 U.S.C., Section 1324(f), the business shall be required to repay the amount of the public subsidy with interest; and

WHEREAS the Code requires that as a condition precedent to CITY OF TAYLOR, TEXAS providing such public subsidy, LONE STAR CIRCLE OF CARE must enter into a written agreement specifying the rate and terms of the payment of interest if LONE STAR CIRCLE OF CARE is required to repay the public subsidy.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF TAYLOR, TEXAS, and LONE STAR CIRCLE OF CARE hereby agree that if, after receiving a public subsidy from the CITY OF TAYLOR, TEXAS, LONE STAR CIRCLE OF CARE is convicted of a violation of 8 U.S.C., Section 1324(f), that LONE STAR CIRCLE OF CARE shall repay the amount of the public subsidy together with interest at the rate of twelve (12) percent per annum, such interest to begin accruing on the date of such conviction and to continue until all sums owed under this agreement are paid. Such repayment plus said interest shall be due and payable not later than the 120th day after the date that the CITY OF TAYLOR, TEXAS, notifies LONE STAR CIRCLE OF CARE of the conviction.

Interest on the public subsidy as referenced above shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the repayment or, if that has been paid, refunded.

All payments due under this document shall be payable in Taylor, Williamson County, Texas.

In the event that a civil action is brought by a public agency, local taxing jurisdiction, the CITY OF TAYLOR, TEXAS, or the Texas Attorney General to recover any amounts owed to the CITY OF TAYLOR, TEXAS, under the Code and this agreement, the said party shall also be

entitled to recover from LONE STAR CIRCLE OF CARE, all court costs and reasonable attorney's fees incurred in such action.

CITY OF TAYLOR, TEXAS,
a Texas home rule city.

LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation.

By: Brian LaBorde
Its: City Manager

By:
Its:

Exhibit "H"
to Lone Star Circle of Care and the City of Taylor, Texas
Chapter 380 Economic Development Agreement

Form of Easement Agreement

EASEMENT AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: March 23, 2020

Grantee: CITY OF TAYLOR, TEXAS
City Manager

Grantee's Mailing Address:

400 Porter Street
Taylor, Texas, 76574

Grantor: LONE STAR CIRCLE OF CARE

Grantor's Mailing Address:

205 East University Avenue
Suite 200
Georgetown, Texas 78626

Easement Property:

0.050 acres (approximately 2,160 square feet) in the James C. Eaves Survey No. 205, Abstract No. 214, City of Taylor, Williamson County, Texas, being 4' off the east line of Blocks 34 and 36 of Doak's Addition to the Town of Taylor, a subdivision of record in Volume 56, Page 483 of the deed records of Williamson County, Texas, and conveyed to the City of Taylor in a Gift Deed dated December 14, 1995 and recorded in Volume 2154, Page 372 of the Official Records of Williamson County, Texas; said 0.050 acre tract as further depicted in the survey attached hereto as Exhibit "A" and being more particularly described by metes and bounds as follows:

PART 1
(0.025 ACRES, 2,160 SQ. FT.)

COMMENCING at a 1/2-inch rebar found in the southwest corner of Block 32 of said Doak's Addition, the north right-of-way line of West Martin Luther King, Jr. Blvd. (A.K.A. Walnut Street, 60' right-of-way- width) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas and the east right-of-way line of Park Street (variable width right-of-way) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas;

Thence South 06°53'32" East, crossing said West Martin Luther King, Jr. Blvd. a distance of 60.00 feet to a 1/2-inch rebar with "Chaparral" cap set in the northwest corner of Lot 5, Block 34 of said Doak's Addition, the south right-of-way line of said West Martin Luther King, Jr. Blvd. and the east right-of-way line of said Park Street;

Thence North 83°06'09" East, with north line of said Lot 5, Block 34 and the south right-of-way line of West Martin Luther King, Jr. Blvd a distance of 121.69 feet to a calculated point for the **POINT OF BEGINNING** of herein described tract;

THENCE North 83°06'09" East, with north line of said Lot 5, Block 34 and the south right-of-way line of West Martin Luther King, Jr. Blvd a distance of **4.00 feet** to a 1/2-inch rebar with "Chaparral" cap set in the northeast corner of said Lot 5, Block 34 and the west line of an alley (20' right-of-way width) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas;

THENCE South 06°53'32" East, with the east line of Lots 1-5 of Block 34 and the west right-of-way line of said alley, a distance of **269.93 feet** to a 1/2-inch rebar with "Chaparral" cap set in the southeast corner of Lot 1, Block 34 of said Doak's Addition and the north right-of-way line of Pecan Street (60' right-of-way- width) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas;

THENCE South 83°04'39" West, with the south line of Block 34 and the North Line of Said Pecan Street a distance of **4.00 feet** to a calculated point;

THENCE North 06°53'32" West, crossing Block 34 a distance of **269.93 feet** to the **POINT OF BEGINNING**, containing 0.025 acres of land, more or less.

PART 2
(0.025 ACRES, 2,160 SQ. FT.)

COMMENCING at a 1/2-inch rebar found in the southwest corner of Block 32 of said Doak's Addition, the north right-of-way line of said West Martin Luther King, Jr. Blvd. (A.K.A. Walnut Street,) and the east right-of-way line of said Park Street (variable width right-of-way);

Thence South 06°53'32" East, crossing said West Martin Luther King, Jr. Blvd. a distance of 60.00 feet to a 1/2-inch rebar with "Chaparral" cap set in the northwest corner of Lot 5, Block 34 of said Doak's Addition, the south right-of-way line of said West Martin Luther King, Jr. Blvd. and the east right-of-way line of said Park Street;

Thence North 83°06'09" East, with north line of said Lot 5, Block 34 and the south right-of-way line of West Martin Luther King, Jr. Blvd a distance of 125.69 feet to a 1/2-inch rebar with "Chaparral" cap set in the northeast corner of said Lot 5, Block 34 and the west line of a said alley;

Thence South 06°53'32" East, with the east line of Lots 1-5 of Block 34 and the west right-of-way line of said alley, a distance of 269.93 feet to a 1/2-inch rebar with "Chaparral" cap set in the southeast corner of said Lot 1, Block 34 and the north right-of-way line of said Pecan Street (60' right-of-way- width);

Thence 06°53'32" East, crossing Pecan Street a distance of 60.00 feet to a calculated point in the south right-of-way line of Pecan Street, the northeast corner of Lot 5, Block 36 of Said Doak's Addition and the west right-of-way line of an alley (20' right-of-way width) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas for the **POINT OF BEGINNING** of herein described tract;

THENCE South 06°53'32" East, with the east line of Lots 1-5 of Block 36 and the west right-of-way line of said alley **270.00 feet** to a 1/2-inch rebar with "Chaparral" cap set in the southeast corner of Lot 1, Block 36 of said Doak's Addition and the north right-of-way line of Dickey Street (A.K.A. Pine Street, 60' right-of-way- width) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas;

THENCE South 83°04'39" West, with south line of Block 36 and the north right-of-way line of said Dickey Street a distance of **4.00 feet** to a calculated point;

THENCE North 06°53'32" West, crossing Block 36 a distance of **270.00 feet** to a calculated point in the north line of Block 36 and the south line of Pecan Street;

THENCE North 83°04'39". East, with the north line of Block 36 and the south right-of-way line of Pecan Street a distance of **4.00 feet** to the to the **POINT OF BEGINNING**, containing 0.025 acres of land, more or less.

Easement Purpose:

As an easement for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of wastewater pipes, lines, wastewater devices, and related facilities (collectively, the "Facilities").

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor. As additional consideration, Grantee shall maintain the Easement Property and shall repair any damage to the remainder estate caused by the construction or operation of the Facilities and Easement.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors, and assigns ("Holder").
2. *Reservation of Rights. Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference,

without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

3. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

4. *Choice of Law.* This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Williamson County, Texas.

5. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

6. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

7. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

8. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

9. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability

will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

11. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

12. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

GRANTOR:

LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation

By:
Its:

STATE OF TEXAS,
COUNTY OF WILLIAMSON

This instrument was sworn to and acknowledged before me on this the _____ day of _____, 2020, by _____, _____ of LONE STAR CIRCLE OF CARE, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas

GRANTEE:

CITY OF TAYLOR, TEXAS,

a Texas home rule city

By: Brian LaBorde

Its: City Manager

STATE OF TEXAS,
COUNTY OF WILLIAMSON

This instrument was sworn to and acknowledged before me on this the _____ day of _____, 2020, by _____, _____ of CITY OF TAYLOR, TEXAS, a Texas home rule city, on behalf of said Texas home rule city.

Easement Agreement

Exhibit "A"



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT " A "

**PORTION OF BLOCKS 34 & 36
DOAK'S ADDITION TO
THE TOWN OF TAYLOR
(4' WIDE DRAINAGE EASEMENT)**

**0.050 ACRES
JAMES C. EAVES SURVEY NO. 205, ABSTRACT NO. 214
CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.050 ACRES (APPROXIMATELY 2,160 SQ. FT.) IN THE JAMES C. EAVES SURVEY NO. 205, ABSTRACT NO. 214, CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, BEING 4' OFF THE EAST LINE OF BLOCKS 34 AND 36 OF DOAK'S ADDITION TO THE TOWN OF TAYLOR, A SUBDIVISION OF RECORD IN VOLUME 56, PAGE 483 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONVEYED TO THE CITY OF TAYLOR IN A GIFT DEED DATED DECEMBER 14, 1995 AND RECORDED IN VOLUME 2154, PAGE 372 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.; SAID 0.050 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**PART 1
(0.025 ACRES, 2,160 SQ. FT.)**

COMMENCING at a 1/2-inch rebar found in the southwest corner of Block 32 of said Doak's Addition, the north right-of-way line of West Martin Luther King, Jr. Blvd. (A.K.A. Walnut Street, 60' right-of-way- width) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas and the east right-of-way line of Park Street (variable width right-of-way) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas;

Thence South 06°53'32" East, crossing said West Martin Luther King, Jr. Blvd. a distance of 60.00 feet to a 1/2-inch rebar with "Chaparral" cap set in the northwest corner of Lot 5, Block 34 of said Doak's Addition, the south right-of-way line of said West Martin Luther King, Jr. Blvd. and the east right-of-way line of said Park Street;

Thence North 83°06'09" East, with north line of said Lot 5, Block 34 and the south right-of-way line of West Martin Luther King, Jr. Blvd a distance of 121.69 feet to a calculated point for the **POINT OF BEGINNING** of herein described tract;

PAGE 2

THENCE North 83°06'09" East, with north line of said Lot 5, Block 34 and the south right-of-way line of West Martin Luther King, Jr. Blvd a distance of **4.00 feet** to a 1/2-inch rebar with "Chaparral" cap set in the northeast corner of said Lot 5, Block 34 and the west line of an alley (20' right-of-way width) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas;

THENCE South 06°53'32" East, with the east line of Lots 1-5 of Block 34 and the west right-of-way line of said alley, a distance of **269.93 feet** to a 1/2-inch rebar with "Chaparral" cap set in the southeast corner of Lot 1, Block 34 of said Doak's Addition and the north right-of-way line of Pecan Street (60' right-of-way- width) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas;

THENCE South 83°04'39" West, with the south line of Block 34 and the North Line of Said Pecan Street a distance of **4.00 feet** to a calculated point;

THENCE North 06°53'32" West, crossing Block 34 a distance of **269.93 feet** to the **POINT OF BEGINNING**, containing 0.025 acres of land, more or less.

PART 2
(0.025 ACRES, 2,160 SQ. FT.)

COMMENCING at a 1/2-inch rebar found in the southwest corner of Block 32 of said Doak's Addition, the north right-of-way line of said West Martin Luther King, Jr. Blvd. (A.K.A. Walnut Street,) and the east right-of-way line of said Park Street (variable width right-of-way);

Thence South 06°53'32" East, crossing said West Martin Luther King, Jr. Blvd. a distance of 60.00 feet to a 1/2-inch rebar with "Chaparral" cap set in the northwest corner of Lot 5, Block 34 of said Doak's Addition, the south right-of-way line of said West Martin Luther King, Jr. Blvd. and the east right-of-way line of said Park Street;

Thence North 83°06'09" East, with north line of said Lot 5, Block 34 and the south right-of-way line of West Martin Luther King, Jr Blvd a distance of 125.69 feet to a 1/2-inch rebar with "Chaparral" cap set in the northeast corner of said Lot 5, Block 34 and the west line of a said alley;

Thence South 06°53'32" East, with the east line of Lots 1-5 of Block 34 and the west right-of-way line of said alley, a distance of 269.93 feet to a 1/2-inch rebar with "Chaparral" cap set in the southeast corner of said Lot 1, Block 34 and the north right-of-way line of said Pecan Street (60' right-of-way- width);

Thence 06°53'32" East, crossing Pecan Street a distance of 60.00 feet to a calculated point in the south right-of-way line of Pecan Street, the northeast corner of Lot 5, Block 36 of Said Doak's Addition and the west right-of-way line of an alley (20' right-of-way width) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas for the **POINT OF BEGINNING** of herein described tract;

PAGE 3

THENCE South 06°53'32" East, with the east line of Lots 1-5 of Block 36 and the west right-of-way line of said alley **270.00 feet** to a 1/2-inch rebar with "Chaparral" cap set in the southeast corner of Lot 1, Block 36 of said Doak's Addition and the north right-of-way line of Dickey Street (A.K.A. Pine Street, 60' right-of-way- width) as recorded in Volume 56, Page 483 of the Deed Records of Williamson County, Texas;

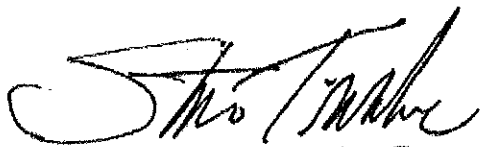
THENCE South 83°04'39" West, with south line of Block 36 and the north right-of-way line of said Dickey Street a distance of **4.00 feet** to a calculated point;

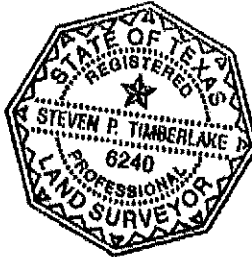
THENCE North 06°53'32" West, crossing Block 36 a distance of **270.00 feet** to a calculated point in the north line of Block 36 and the south line of Pecan Street;

THENCE North 83°04'39" East, with the north line of Block 36 and the south right-of-way line of Pecan Street a distance of **4.00 feet** to the to the **POINT OF BEGINNING**, containing 0.025 acres of land, more or less.

Surveyed on the ground on February 05, 2020.

Bearing Basis: The Texas State Plane Coordinate System of 1983 (NAD83), Central Zone
Attachments: Survey Drawing No. 1600-001-WWE


Stephen P. Timberlake *3-05-2020*
Registered Professional Land Surveyor
State of Texas No. 6240
Firm No. 10124500



REFERENCES

WCAD Property ID: R016547, R016564

BLOCK 32
DOAK'S ADDITION
TO THE TOWN OF TAYLOR
(56/483)

N83°06'09"E 269.80'

WEST MARTIN LUTHER KING, JR. BLVD
(A.K.A. WALNUT ST.)
(60' R.O.W. WIDTH)
(UNPAVED AND UNIMPROVED)
(56/483)

P.O.C.

P.O.B.
PART 1

WASTEWATER
MANHOLE

N83°06'09"E 144.30'

S06°53'32"E
60.00'

N83°06'09"E 126.69'
N83°06'09"E 121.69'

LOT 5

13.14'

LOT 6



1" = 40'

EXISTING WASTEWATER LINE

LOT 7

LOT 4

CITY OF TAYLOR
LOTS 1-5, BLOCK 34
(2154/372)

LOT 3

BLOCK 34
DOAK'S ADDITION
TO THE TOWN OF TAYLOR
(56/483)

LOT 2

0.025 ACRES
WASTEWATER ESMT.
PART 1
APPROX. 1,080 SQ. FT.

LOT 1

PARK ST.
(VARIABLE WIDTH R.O.W.)
(UNPAVED AND UNIMPROVED)
(56/483)

DATE OF SURVEY: 02/05/2020
PLOT DATE: 03/05/2020
DRAWING NO.: 1600-001-WWE
PROJECT NO.: 1600-001
FIRM NO. 10124500
DRAWN BY: JLB
SHEET 1 OF 3

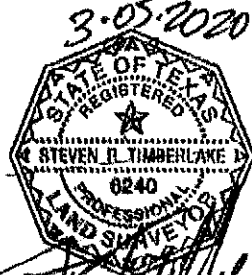
N06°53'32"W 269.93'

20' ALLEY

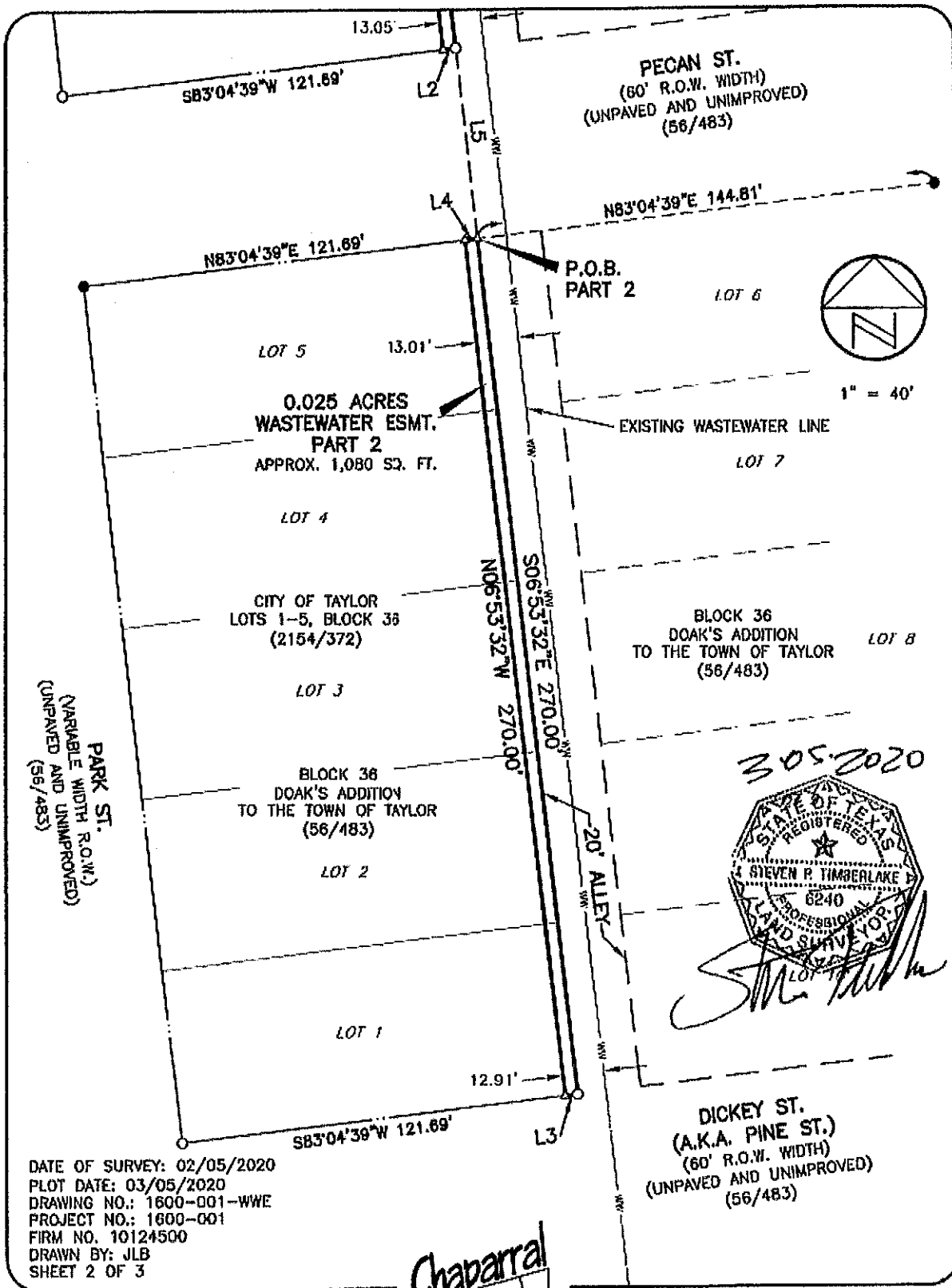
13.05'

S83°04'39"W 121.69'

Chaparral



PECAN ST.
(60' R.O.W. WIDTH)
(UNPAVED AND UNIMPROVED)
(56/483)



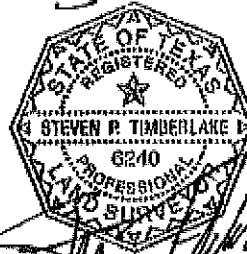
SKETCH TO ACCOMPANY A DESCRIPTION OF 0.050 ACRES (APPROXIMATELY 2,160 SQ. FT.) IN THE JAMES C. EAVES SURVEY NO. 205, ABSTRACT NO. 214, CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, BEING 4' OFF THE EAST LINE OF BLOCKS 34 AND 36 OF DOAK'S ADDITION TO THE TOWN OF TAYLOR, A SUBDIVISION OF RECORD IN VOLUME 58, PAGE 483 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONVEYED TO THE CITY OF TAYLOR IN A GIFT DEED DATED DECEMBER 14, 1995 AND RECORDED IN VOLUME 2154, PAGE 372 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- △ CALCULATED POINT
- () RECORD INFORMATION
- WW- WASTEWATER LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N83°06'09"E	4.00'
L2	S83°04'39"W	4.00'
L3	S83°04'39"W	4.00'
L4	N83°04'39"E	4.00'
L5	S06°53'32"E	60.00'



DATE OF SURVEY: 02/05/2020
 PLOT DATE: 03/05/2020
 DRAWING NO.: 1600-001-WWE
 PROJECT NO.: 1600-001
 FIRM NO. 10124500
 DRAWN BY: JLB
 SHEET 3 OF 3

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1600-001-WWE

Chaparral

FIRST AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT (this “*Amendment*”) is entered into this _____ day of May 2021 (“*Effective Date*”) by and between the CITY OF TAYLOR, TEXAS, a Texas home rule city (“*City*”), and Lone Star Circle of Care, a Texas nonprofit corporation (“*LSCC*”).

City and LSCC are party to that certain Chapter 380 Economic Development Agreement, dated March 23, 2020 (“*380 Agreement*”). Capitalized terms used but not defined in this Amendment have the meaning assigned to such terms in the 380 Agreement.

Pursuant to the terms of the 380 Agreement, City conveyed to LSCC Property and other economic benefits in exchange for LSCC’s commitment to construct and operate project Headwaters on such Property.

LSCC agreed to construct and operate Headwaters in compliance with the “Milestones” established in Exhibit A to the 380 Agreement. Due to complications from COVID-19, the February 2021 winter storm and other events, LSCC needs to amend the completion date of some of the “Milestones.”

To properly reflect the completion date for some of the “Milestones,” City and LSCC desire to amend and restate the 380 Agreement as specified in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and LSCC hereby agree to amend the Lease as follows:

1. Exhibit A. Exhibit A to the 380 Agreement is deleted and restated in its entirety with Exhibit A attached hereto.
2. Full Force and Effect. Except as expressly modified herein, all provisions of the 380 Agreement remain unmodified and in full force and effect.
3. Successors and Assigns. This Amendment is binding upon the parties hereto and their successors and assigns.
4. Counterparts; Facsimile or Electronic Mail Signature. This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. Facsimile and electronic mail signatures of this Amendment shall be treated as originals for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY:

CITY OF TAYLOR, TEXAS,
a Texas home rule city

Name:
Title:

LSCC:

LONE STAR CIRCLE OF CARE,
a Texas nonprofit corporation

Jon Calvin
Chief Executive Officer

Exhibit "A"
to Lone Star Circle of Care and the City of Taylor, Texas
Chapter 380 Economic Development Agreement

Milestones and LSCC Obligations

Project Headwaters Description

Lone Star Circle of Care (LSCC) seeks to develop a new service delivery model in Taylor for low-income residents. The model, Project Headwaters, utilizes physical co-location of an LSCC clinic with programs that positively influence early childhood development and healthy aging. This physical co-location will occur at the West End School in Taylor, Texas, which LSCC will renovate according to the schedule below. Project Headwaters also integrates programs specifically focused on family strengthening initiatives. At Project Headwaters, the focus of healthcare expands from disease remediation and moves upstream to address social determinants of health. This is possible because of the close collaboration among intergenerational social services and health care resources at Project Headwaters: aging in place; access to healthy food; childhood adversity intervention; insurance enrollment and use; teen pregnancy prevention; women's health; and strong safety net organizations collaboration. To assist with access to healthy food, LSCC will develop gardens on additional Taylor, Texas property. The produce from these gardens will supplement the food initiatives at Project Headwaters and the gardens will provide a training ground for nutrition education.

In planning for Project Headwaters, LSCC will solicit community input and study innovative space design, and optimal energy efficiency models. These targeted activities will help ensure the reasonableness and ultimate success of Project Headwaters.

Project Headwaters Milestones

PROJECT HEADWATERS MILESTONE	OWNER	START	COMPLETION
Building Materials (Asbestos) Survey	Terracon	2009	2009.08
Letter of Opinion on Fair Market Value	Associates Real Estate Group	2014.07	2014.07
Original Structural Evaluation	Sparks Engineering	2015.02	2015.02
Preliminary Cost Estimates	American Constructors	2017.09	2017.09
Test Fit Design	O'Connell Robertson	2017.09	2017.11
Confirm New Utility Tie-Ins	Stout, City of Taylor	2018.01	2018.04
Architect Final Design Bid Process	Berger, Stout	2018.06	2018.08
Sustainable Food Center Contract Negotiation & Execution	Stout	2018.07	2018.08
New Structural Evaluation	Berger, Architect	2018.08	2018.09
Updated Costs Estimates	American Constructors	2019.08	2019.08
Funding Committed	Mundhenk, Calvin	2019.08	2019.12
Architect Contract Negotiation/Execution	Berger, Stout	2018.09	2020.01
Structural and Waterproofing Re-review	Nathan Quiring	2019.09	2019.11
Mundhenk to reengage WBCO and WIC	Quiring, Mundhenk, Stout	2019.1	2019.1
Real Property Documents Review - (1) Block 64 and (2) Garden Property	Stout	2019.1	2019.11

Confirmation No Liens on Property - (1) Block 64 and (2) Garden Property	Stout	2019.1	2019.12
Meetings with Taylor Community to Discuss Building Uses and Design	Quiring, Stout, Mundhenk	2019.11	2019.12
Environmental Assessment for WILCO Grant	Roberts, Berger, Stout	2019.11	2019.12
WILCO Grant Documents	Roberts, Berger, Stout	2019.11	2020.02
City Council City of Taylor Review and Approval of Block 64 Transfer	Mundhenk; Stout	2019.12	2019.12
Construction Manager (including Demo and Hazardous Material Abatement) Bid Process	Berger, Stout	2019.12	2020.2
Transfer of Block 64 and Garden Lots to LSCC via 380 Agreement; Assignment and Assumption of WBCO Ground Lease	Stout, Hejl	2019.12	2020.03
Construction Manager (including Demo and Hazardous Material Abatement) Contract Negotiation/Execution	Stout	2019.12	2020.04
Design Process	Berger, Architect	2019.12	2021.02
Kitchen Consulting and “Best in industry” study of new and innovative space design for LSCC services	Berger, Architect	2019.12	2020.12
Demo/Hazardous Materials Permitting and Approvals	Berger, Abatement Contractor	2020.01	2020.05
Demo/Hazardous Materials Abatement	Abatement Contractor	2020.03	2020.06
Horticultural Firm Bid Process	Mundhenk, Stout, Berger	2020.03	2021.12
Main Construction Permitting and Approvals	Berger, Contractor	2020.03	2021.03
Horticultural Firm Contract Negotiation and Execution	Mundhenk, Stout, Berger	2020.05	2022.03
Site Work	Berger, Contractor	2020.05	2021.08
Community Garden Design	Berger, Architect	2020.06	2022.08
50% Construction Complete	Berger, Contractor	2020.07	2021.08
100% Construction Complete	Berger, Contractor	2021.01	2021.12
LSCC Board Approved Change in Scope Application Submitted to HRSA	Stout, Calvin, Roberts	2021.04	2021.09
Certificate of Occupancy	Berger, Contractor	2021.05	2021.12
Garden Improvements Complete	Berger, Contractor	2020.06	2023.06



City Council Meeting May 27, 2021 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 4
Agenda Title: Consider Ordinance 2021-13 making the temporary parklets program permanent

Council Action to be taken: Consider ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

This agenda item will allow the Council to make the temporary parklets program permanent.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

One June 11, 2020 City Council adopted an ordinance allowing parklets on a temporary basis as a means to provide additional outdoor areas for businesses to allow their patrons to achieve greater social distancing.

A parklet is a portion of the City right-of-way, typically on-street parking spaces, that is allowed to be licensed for use by a business or property owner to create an outdoor area for patrons of the business and the general public.

Council extended the parklet program in September 2020 and placed an expiration date of June 4, 2021 on the program.

So far, the City has not issued any parklet permits, but staff has spoken to several businesses and property owners who are interested in the program.

At the April 22, 2021 meeting, Council directed staff to prepare an ordinance making the parklet program permanent.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides additional outdoor seating and dining areas for local businesses • Provides additional areas for customers who must wait to enter businesses due to COVID-19 occupancy restrictions • Improves pedestrian amenities in downtown • Can serve to calm traffic due to increased pedestrian activity	• Could create additional trash and maintenance issues • Will reduce parking spaces where parklets are implemented • Will require additional staff time to administer the program • May create traffic conflicts until drivers are familiar with the program

4. RECOMMENDATION

Staff recommends adopting the ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

Ordinance introduced – May 28, 2020

Ordinance approved – June 11, 2020

Parklet extended – September 2020

Council directed staff to prepare an ordinance making the program permanent – April 2021

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

4a. [Ordinance 2021-13](#)

4b. [Exhibit A](#)

ORDINANCE NO. 2021-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS AMENDING CHAPTER 25, ARTICLE VI – TEMPORARY PARKLETS PROGRAM OF THE CITY OF TAYLOR CODE OF ORDINANCES BY MAKING THE PROGRAM PERMANENT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Whereas, on June 11, 2020, the City Council of the City of Taylor, Texas amended Chapter 25 of the Taylor Code of Ordinances by adding a new article 6 that established procedures and criteria for the granting of temporary, revocable, licenses for parklets as a means to reactivate downtown during the ongoing Covid-19 pandemic; and

Whereas, the new provisions contained in Article 6 expire on June 4, 2021, unless Council takes action to extend the termination date; and

Whereas, the City Council now desires to take action to extend the term of Article 6 of Chapter 25 of the Taylor Code of Ordinances to make the parklet program permanent.

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

SECTION 1. Article 6 of Chapter 25, Streets and Sidewalks, of the Taylor Code of Ordinances is hereby amended as shown in Exhibit "A" attached hereto and incorporated herein.

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

All other ordinances, parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

In accordance with Article VIII, Section I of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 13th day of May, 2021.

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

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Mark Schroeder, City Attorney

EXHIBIT "A"
AMENDMENTS TO CITY OF TAYLOR CODE OF ORDINANCES
Chapter 25 - STREETS AND SIDEWALKS
ARTICLE VI. TEMPORARY PARKLETS PROGRAM

ARTICLE VI. ~~TEMPORARY~~ PARKLETS PROGRAM

Sec. 25-201. Definitions.

In this article:

Public right-of-way means the public streets, alleys and sidewalks over which the City of Taylor has authority.

Sidewalk means that portion of a public right-of-way, not including the street, which is paved for pedestrian traffic.

Street means that portion of a public right-of-way that includes the vehicular travel lanes and areas designated for on-street parking.

~~Temporary-p~~*arklet* means a small area of land within a public right-of-way temporarily dedicated for use by the public for commercial or non-commercial activities and purposes, together with improvements, such as lighting, signage, paving, benches, sculpture, landscaping, barricades and fencing, in furtherance of such purposes.

~~Temporary-p~~*arklet manual* means a manual approved by the city manager or the city manager's designee that establishes technical standards or specifications for authorized improvements and uses under this article that may be supplemented by other technical standards approved by the city manager or the city manager's designee.

Sec. 25-202. Authorized ~~temporary~~-parklet licenses.

- (a) The city manager or the city manager's designee may grant a special use license for a ~~temporary~~-parklet.
- (b) All other improvements in or uses of a public right-of-way not specified in this article may only be approved as specifically provided by other ordinances or by the city council, subject to applicable laws.
- (c) A special use license for a ~~temporary~~-parklet granted under this article is a revocable grant of a privilege and is not a property right, nor conveyance of an interest in real property.

Sec. 25-203. Requirements for ~~temporary~~-parklet licenses.

- (a) *Uses and improvements not allowed.* No ~~temporary~~-parklet license may be granted under this article for:
 - (1) Any building or structure requiring a building permit;
 - (2) Any improvement, facility or use, the installation or allowance of which would:
 - a. Result in a violation of the Americans with Disabilities Act or any other applicable local, state or federal health or safety law or regulation;
 - b. Unduly interfere with the free passage of vehicles on the street or of pedestrians on the sidewalk;
 - c. Create a traffic hazard; unduly interfere with the safe and efficient operation of a utility facility;
 - d. Create undue adverse impacts on adjacent property owners and businesses;
 - e. Block the sight visibility triangle at an intersection; or
 - f. Require the relocation of any utility or utility facility.

-
- (b) *General requirements for all ~~temporary~~ parklet licenses.* A license applicable to permitted uses and improvements allowed under this article, shall include, as applicable:
- (1) All requirements set forth in the City of Taylor Parklet Manual or other applicable technical standards and specifications with which the licensee must comply;
 - (2) Terms and restrictions necessary to protect public use of the public right-of-way or the facilities and access needs of a public or private utility provider;
 - (3) Specifications for required clearances between the improvements and utility facilities, whether above ground, underground or overhead, as prescribed by applicable building and health and safety codes, franchise agreements or state or federal laws;
 - (4) A requirement that the licensee pay the cost to relocate a utility facility or improvement in a public right-of-way in connection with the installation of the improvements, if consent is granted for such relocation;
 - (5) Authorization for the city or a utility provider to remove, without liability, all or part of the improvements if necessary to obtain access to an affected utility facility;
 - (6) Provisions approved by the city attorney that require the licensee to indemnify, defend, hold harmless and release the city, its officers, agents, and employees from any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation for injury or death of any person, or for damage to any property, arising out of or in connection with licensee's use of public right-of-way;
 - (7) A provision specifying that the initial term ~~or expiration date~~ of the license shall not exceed ~~June 4, 2021~~two (2) years with an option to renew.
 - (8) A provision for termination of the license for violation of its terms, subject to notice of the violation and an opportunity to cure the violation within five calendar days after receipt of the notice, except that violation of the expiration date shall be addressed immediately.;
 - (9) A provision for termination of the license by the city without recourse before the end of the license term when necessary to implement a capital improvements or utility project, to address threats to public health or safety, or to mitigate adverse impacts to adjacent property owners and businesses caused by the improvement or use for which the license is granted; and
 - (10) A provision providing for the prompt removal of all improvements or cessation of uses upon termination of the license at the licensee's expense, including the right of the city to remove improvements upon failure of the licensee to do so and to recover the city's cost for such removal.

Sec. 25-204. Requirements for ~~temporary~~ parklets.

~~Approval of temporary parklets by city manager.~~ The city manager or the city manager's designee may approve applications for ~~a temporary~~ parklets that meet the established criteria of this article, the City of Taylor Parklet Manual, which may be amended by the city manager from time to time, and any other required technical standards and specifications.

Sec. 25-205. Insurance.

(a) *Insurance for temporary parklets.*

- (1) No special use license shall be granted for a ~~temporary~~ parklet or sidewalk café unless the licensee files with the city manager or city manager's designee a certificate of liability insurance or other proof of insurance in a form acceptable to the city's risk manager confirming that the applicant has procured the insurance required by this section. If the policy is not kept in full force and effect throughout the term of the license, the special use license shall automatically become void and the improvements must be removed at that time.
-

-
- (2) The insurance policy shall be issued by an insurance company authorized to do business in the state. The policy shall provide in substance that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the city, its officers, agents or employees. The insurance shall provide coverage in an amount of not less than \$1,000,000.00 for each single occurrence. The minimum amounts of insurance coverage may be increased by the city when it is in the best interest of the public. The policy of insurance shall name both the licensee and the city as insured parties to the full amount of the policy limits.

Sec. 25-206. Application and fee.

- (a) An application for a special use license for a ~~temporary~~ parklet under this article must be filed with the department designated by the city manager in the form approved by the city manager or the city manager's designee.
- (b) An application fee of \$50.00 plus the standard permit processing and technology fees established in the city's most current fee schedule shall be assessed to all applications.

Sec. 25-207. Mobile food vendors.

Notwithstanding Section 3.3.5 of the City of Taylor Zoning Ordinance, a mobile food vendor may apply for a permit to locate adjacent to a licensed parklet with the authorization of the parklet licensee and in compliance with the criteria for mobile food vendors in the City of Taylor Parklet Manual.



City Council Meeting May 27, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 5

Agenda Title: Consider acceptance of subdivision infrastructure for the Grove at Bull Creek Phase 1

Council Action to be taken: Consider acceptance

Department Submitted: Public Works

Staff Contact: Jim Gray, Director of Public Works

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to accept the infrastructure in The Grove at Bull Creek Phase 1.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Developing a subdivision is a process. Concluding the infrastructure construction of the process includes City acceptance of the infrastructure once it meets the minimum requirements and has passed all inspections. Phase 1 of the Grove at Bull Creek has passed inspections and the developer is posting a maintenance bond so acceptance is the next requirement.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
N/A	N/A

4. RECOMMENDATION

Staff recommends accepting the public infrastructure for the Grove at Bull Creek Phase 1.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planned Development Zoning Ordinance Approved – October 25, 2018
Preliminary Plat Approved – November 20, 2018
Subdivision Improvement Plans Approved – November 5, 2019
Phase 1 Final Plat Approved – August 11, 2020

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

N/A

8. ATTACHMENTS

- 5a. [City Engineer Acceptance Certificate](#)
- 5b. [Developer's Engineer Letter of Concurrence](#)
- 5c. [Maintenance Bond](#)
- 5d. [Affidavit of All Bills Paid and Waiver of Liens](#)
- 5e. [Memorandum of Agreement Regarding Parkland Improvements](#)

CERTIFICATE OF ACCEPTANCE

PROJECT: The Grove Phase 1 – Infrastructure Improvements
CONTRACTOR: WBW Construction
CONTRACT FOR: Infrastructure Improvements

This CERTIFICATE OF ACCEPTANCE applies to all work under the Contract Documents or to the following specified parts thereof: **The Grove Phase 1 infrastructure improvements including: paving, drainage, water, and wastewater utility improvements within public ROW.**

BY:



Jacob E. Walker, P.E.
HDR Engineering, Inc.
City Engineer

FOR: The City of Taylor

TO: WBW Construction
CONTRACTOR

The work to which this Certificate applies has been inspected by authorized representatives of **OWNER, CONTRACTOR, AND CITY**, and that work is hereby declared to be complete in accordance with the Contract Documents and is accepted by the City of Taylor on:

May 14, 2021

Date of Acceptance



3000 Illinois Ave Ste 100
Killeen, TX 76543

PH 254.953.5353
FX 254.953.5057

April 28, 2021

David Peter
WBW Development Group, LLC – Series 040
3000 Illinois Ave Ste 100
Killeen, TX 76543

Re: Letter of Concurrence for The Grove at Bull Creek Phase I Subdivision in Taylor, Texas

Mr. Peter:

The subdivision improvements for The Grove at Bull Creek Phase I have been substantially completed in general conformance with the plans and specifications. Based on visual observations made by Luke Herring, E.I.T., during the site walk-through on Wednesday, January 13, 2021, along with subsequent site visits by myself and others in our organization, I recommend that the improvements be accepted.

During the walk-through, several design and/or construction deficiencies were noted, but all have been remediated since then.

All Yalgo invoices to date have been paid, and the record drawings have been submitted previously. If you require additional information, please contact me at 254-226-4000 or scott@yalgoengineering.com.

Sincerely,

Scott A. Brooks 4/28/21

Scott A. Brooks, P.E., C.F.M.
The Grove at Bull Creek Engineer-of-Record



Yalgo, LLC is Texas Registered Engineering Firm #F-10264 and
Texas Registered Surveying Firm #10194095

CAPITOL INDEMNITY CORPORATION

Bond No. 60119700

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we WBW Construction, LLC as Principal, and Capitol Indemnity Corporation, a corporation organized under the laws of the State of WI, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto City of Taylor as Obligee, in the penal sum of Two Hundred Twenty-Seven Thousand Five Hundred Twenty Five (\$227,525.34) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents. & 34/100****

WHEREAS, the said Principal has entered into a contract for Improvements at The Grove at Bull Creek Phase 1, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the work performed under the Contract against defects in workmanship and materials in the Work which would have been the responsibility under the Contract for which written notice is made to Surety during said period.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship in the Work which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two (2) year (s) from and after date of substantial completion of the work, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 21st day of April, 2021.

WBW Construction, LLC
Principal

By: _____

Capitol Indemnity Corporation

By: Michael N. Rudberg
Michael N., Rudberg, Attorney-in-Fact

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

60119700

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Michael N. Rudberg

Name of Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$ 227,525.34

Bond Amount

for

60119700

Bond Number

on behalf of

WBW Construction, LLC

Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:



Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer



Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

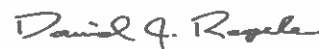


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.





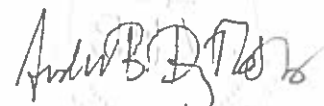
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 21st day of April, 2021





Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

STATE OF TEXAS
COUNTY OF BELL

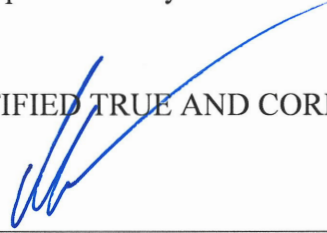
AFFIDAVIT

That, I, the undersigned, say that I was the Developer responsible for the performance of All Work at the Grove at Bull Creek Phase 1 subdivision, in The City of Taylor.

KNOW BY ALL MEN THESE PRESENTS

1. The undersigned hereby certifies that, except for the work bonded and yet to be complete, the improvements on the aforementioned project have been fully and satisfactorily completed in conformity with the contract.
2. The undersigned further certifies that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract and that the wage rates paid by the contractor were in conformity with the contract provisions relating to said wage rates.
3. The undersigned further certifies that there are no claims of subcontractors or material(s) suppliers for unpaid bills for labor or materials and supplies furnished in the course of the contract, excluding retainages prescribed by law.

CERTIFIED TRUE AND CORRECT

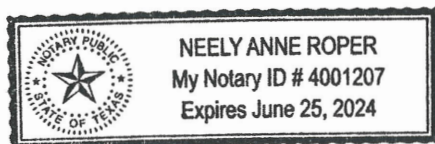


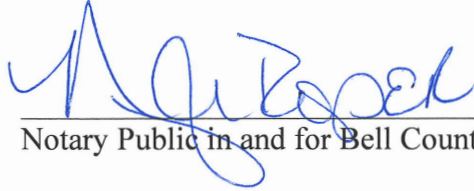
Bruce Whitis, Developer
WBW Development Group, LLC –
Series 040

STATE OF TEXAS
COUNTY OF BELL

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (name here), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28th day of April, 2021.





Notary Public in and for Bell County, Texas

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA") is made this 23 day of July 2020 by and between **The City of Taylor** (the "City") and **WBW Development Group, LLC – Series 040** ("Developer").

WHEREAS, Developer has completed construction of the first phase of The Grove at Bull Creek subdivision, except for those certain Common Area Improvements described in this agreement, pursuant to Ordinance 2018-10;

WHEREAS, the Construction Plans approved by the City, and dated November 12, 2019 did not include the Park Improvements, which are contemplated to be completed under a separate set, or sets, of plans;

WHEREAS, Developer entered into that certain Real Estate Sale Contract with **Pulte Homes of Texas, L.P.**, dated and effective as of December 31, 2018 and that certain Contract of Sale with **Continental Homes of Texas, L.P.**, dated and effective as of June 11, 2019 (collectively, the "Buyer Contracts"), for the purchase of all of the residential building lots within the entire Grove at Bull Creek subdivision (the "Subdivision") in Taylor, Texas;

WHEREAS, pursuant to the Buyer Contracts, Developer is obligated to complete certain Common Area Improvements including, but not limited to, the trails located within the Park Land Parcels, along with the playscape, gazebo/pavilion and other features contemplated within the Park Land Parcels subsequent to initial delivery of lots in the Subdivision; and,

WHEREAS, the Parties wish to memorialize these obligations and permit them to be completed after plat recordation and acceptance of the Subdivision by the City of Taylor, subject to the terms contained herein.

NOW, THEREFORE, in consideration of the mutual promises in the Contract, the Parties hereby state as follows:

1. Developer acknowledges its obligation to construct certain improvements within the open space amenity parcels, which are denoted as Lot 6 Block F, Lot 106 Block G and Lot 25 Block H of the Final Plat of The Grove at Bull Creek Phase I, and Lot 18 Block A and Lot 105 Block G of the Final Plat of The Grove at Bull Creek Phase II (the "Park Land Parcels"), including (specifically) the trails depicted in Exhibit C of Ordinance 2018-10 (collectively, the "Park Trails").

2. Developer acknowledges its obligation pursuant to Paragraph N (2) of Ordinance 2018-10 to construct certain additional improvements within the Park Land Parcels (which, together with the Park Trails, are referred to as the "Park Improvements").

3. The City shall permit the Park Improvements to be completed after acceptance of Phase I and Phase II, so long as they are adequately bonded with assurance of completion.

4. The Developer agrees to complete the Park Improvements no later than six months from the date the City Council accepts The Grove at Bull Creek Phase II infrastructure (the "Completion Deadline").

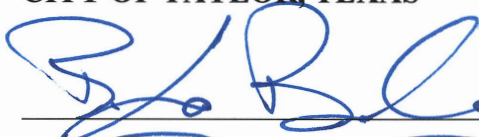
5. On _____, 2020 Developer posted a Subdivision Performance Bond, bond number _____, in the amount of \$____, with the City (the "Bond"), in connection with the recording of the Final Plat of The Grove at Bull Creek Phase I, which is acknowledged as sufficient to guaranty the completion of the Park Improvements.

6. In the event Developer fails to complete the Park Improvements by the Completion Deadline, the City shall be empowered and authorized to call the Bond to complete any portion of the Park Improvements that are not yet complete in addition to all of the remedies allowed to the City for the default.

7. Nothing in this MOA is intended to expand the obligations of Developer, or to relieve Developer of any obligations under the Ordinance or Construction Plans.

The parties have each executed this Memorandum of Agreement as of the date first above written.

CITY OF TAYLOR, TEXAS


By: Brian La Torre
Its: City Manager

**WBW DEVELOPMENT GROUP,
LLC – SERIES 040**


By: Bruce Whitts
Its: PRESIDENT



City Council Meeting May 27, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 6

Agenda Title: **Consider amending contract with Smith Contracting through Change Order to the 2019 Infrastructure Bond Street Reconstruction Project to construct drainage improvements associated with the 1st/Royal Drainage Improvements Project.**

Council Action to be taken: Consider amending contract

Department Submitted: Public Works

Staff Contact: Jacob Walker, HDR
Jim Gray, Director of Public Works

1. PURPOSE/DESCRIPTION

This item refers to funding the construction of the 1st/Royal Drainage Improvements Project 2019 Infrastructure Bond Street Reconstruction project through change order to per

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The two street reconstruction projects that were funded by the 2019 Infrastructure Bond were 3rd Street Reconstruction and the 2019 Infrastructure Bond Street Reconstruction Project. Both projects were awarded to Smith Contracting and have been managed simultaneously since July 2020. The projects consist of segments of 5 streets:

- 3rd Street from Shaw to Davis
- W Lake Drive from Carlos Parker to Old Georgetown
- N Lynn Street from Lake to Davis
- Robinson Street from northern limits to Frank
- Edmond/Mills/Cecelia from 7th to McLain

Halff Associates, Inc. has completed design the 1st/Royal Drainage Improvements Project, and the City requested Smith Contracting to price the 1st/Royal work as a change order to the existing street work. Smith Contracting and Halff Associates coordinated unit pricing and scope of work. Smith Contracting priced the improvements at \$267,786.50 with a 60 day completion schedule. Halff reviewed and determined pricing and duration is within the general conditions of the contract and budget allocated for the project.

Smith Contracting agreed to hold the price of \$267,786.50 for 60 days from May 27, 2021 while the City is completing easement acquisition. If easements are not acquired and Smith is unable to get Notice To Proceed within the 60 days, the construction pricing will have to be revisited.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• The pricing is within the budget established and approximately equivalent to the engineer's estimate • The contractor is already on-site and mobilized • The City will save money/effort by eliminating the bid process from this project. • Allows Construction Inspector to manage 1 contractor	• Reduces competition through competitive bidding of other contractors

4. RECOMMENDATION

Recommend amending contract with Smith Contracting through Change Order to the 2019 Infrastructure Bond Street Reconstruction Project to construct drainage improvements associated with the 1st/Royal Drainage Improvements Project in the amount of \$267,786.50.

5. FUNDING SOURCE

2019 Infrastructure Bond

6. TIMELINE

60 days to substantial completion from Notice To Proceed. 90 days total to final completion.

7. OTHER OPTIONS (In order of preference)

1. Reject change order

8. ATTACHMENTS

6a. [Recommendation for Award Letter \(Halff Associates\)](#)

6b. [Change Order #10](#)



To: Jim Gray
Public Works Director
City of Taylor
1424 N. Main Street
Taylor, TX 76574

Date: 5/18/21

Subject: **Recommendation for Award** – City of Taylor 1st/Royal Drainage Improvements

Smith Contracting Company Inc. provided the pricing for the proposed Change Order #10 to the current 2019 Infrastructure Bond Projects.

After reviewing the unit pricing submitted by Smith, we have determined that the submitted pricing for Change Order #10 is in accordance with the general conditions of the contract and budget allocated by the City and design engineer for the Project.

Total Change Order #10 \$267,786.50

If you have any questions regarding the review of this change order #10, please let me know.

Sincerely,
Halff Associates, Inc.

A handwritten signature in blue ink, appearing to read "Dan Franz", is positioned below the typed name.

Dan Franz, P.E., CFM
Public Works Team Leader



Change Order No. 10
Page 2 of 2

Summary: It is agreed to modify the Contract referred to above as follows:

Contract Price prior to this Change Order

\$5,612,778.73

Net Increase (decrease) of this Change Order

\$267,786.50

Revised Contract Price with all approved Change Orders

\$5,880,565.23

Contract Time prior to this Change Order

60 days to Substantial Completion
and 30 days to Final Completion

Net Increase (decrease) of this Change
Order

0 days

Revised Contract Time with all approved
Change Orders

60 days to Substantial Completion
and 30 days to Final Completion

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and

Handwritten signature: Hamilton Lynn II VP

Accepted for Contractor by:

5-14-2021

Date:

Handwritten signature: Raphael Campos

Recommended for Approval by (HDR Engineering, Inc.) Construction Inspection:

05/14/21

Date:

Handwritten signature: Don Fry

Recommended for Approval by (Haff Associates, Inc.) Engineer of Record:

5/18/21

Date:

Handwritten signature: Jacob E Walker

Recommended for Approval by (HDR Engineering, Inc.) City Engineer:

5/19/21

Date:

Approved for Owner by: Attest:

Date:

Distribution:

X Owner

X Contractor

☐ Office

☐ Field



Project Name: 2019 Infrastructure Bond Street Reconstruction	Date of Issuance: 05/12/2021
Project Owner: City of Taylor	Date of Notice to Proceed:
Project Contractor: Smith Contracting Co. Inc.	Contract Period: 60 days from NTP to Substantial Completion and 30 days from NTP to Final Completion

Change Order Summary: This change order is for the 1st and Royal Drainage Improvement Project. The duration of this project will not be included with the other 4 Bond Street Reconstruction Projects. A separate milestone will be created for this work to reach Substantial Completion in 60 days and Final Completion 30 days after.

It is agreed to modify the Contract referred to above as follows:

Item No.	Item and Description of Changes	Unit	Unit Price	Qty	Costs
1	ROW PREP (CLEARING & TREE REMOVAL)	AC	\$24,000.00	1.29	\$30,960.00
2	REMOVE STAB BASE AND ASPH PAV (0"-16")	SY	\$60.00	33	\$1,980.00
3	REMOVE STRUCTURE (HEADWALL)	EA	\$3,000.00	2	\$6,000.00
4	REMOVE FENCE	LF	\$5.00	306	\$1,530.00
5	REMOVE CONCRETE RIPRAP	SY	\$40.00	40	\$1,600.00
6	EXCAVATION (CHANNEL)	CY	\$23.00	1500	\$34,500.00
7	FLOWABLE FILL MATERIAL	CY	\$160.00	19	\$3,040.00
8	PRIME COAT (MC-30)	GAL	\$5.00	9	\$45.00
9	HOT MIX ASPHALT TY C (4")	SY	\$190.00	34	\$6,460.00
10	STORM DRAIN RBC 8'X6'	LF	\$850.00	45	\$38,250.00
11	STORM WINGWALL 6'H	EA	\$12,000.00	2	\$24,000.00
12	RIPRAP(CONC)(5IN)	CY	\$600.00	10	\$6,000.00
13	PROP STRIPING 4" SLD YELLOW	LF	\$50.00	13	\$650.00
14	PROPOSED RESIDENTIAL PRIVACY FENCE (WOOD)	LF	\$65.00	86	\$5,590.00
15	PROPOSED RESIDENTIAL PRIVACY FENCE (CHAIN)	LF	\$48.00	90	\$4,320.00
16	PROJECT SIGN	EA	\$900.00	2	\$1,800.00
17	TRAFFIC CONTROL	MO	\$6,500.00	1	\$6,500.00
18	FURNISHING AND PLACING TOPSOIL (4")	SY	\$4.00	2810	\$11,240.00
19	CELL FBR MLCH SEED (PERMANENT) (URBAN) (CLAY)	SY	\$0.35	2810	\$983.50
20	CELL FBR MLCH SEED (TEMP)(WARM)	SY	\$0.35	2810	\$983.50
21	SOIL RETENTION BLANKET (CL 2) (TY E)	SY	\$7.50	1960	\$14,700.00
22	VEGETATIVE WATERING	MG	\$18.00	76	\$1,368.00
23	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$25.00	116	\$2,900.00
24	ROCK FILTER DAMS (REMOVE)	LF	\$20.00	116	\$2,320.00
25	STABILIZED CONSTRUCTION ENTRANCE (INSTALL)	SY	\$15.50	168	\$2,604.00
26	STABILIZED CONSTRUCTION ENTRANCE (REMOVE)	SY	\$12.50	168	\$2,100.00
27	SILT FENCE (INSTALL)	LF	\$3.85	600	\$2,310.00
28	SILT FENCE (REMOVE)	LF	\$1.10	600	\$660.00
29	TREE PROTECTION FENCE (TY A)	LF	\$6.50	1445	\$9,392.50
30	MOBILIZATION (10%)	LS	\$8,000.00	1	\$8,000.00
31	CONTINGENCY	LS	\$35,000.00	1	\$35,000.00
TOTAL					\$267,786.50



City Council Meeting May 27, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 7

Agenda Title: Consider an Interlocal Agreement with Williamson County regarding the City/County participation in the design and construction costs related to the CR 402 construction project. (Herrman and Sons Road)

Council Action to be taken: Enter into the ILA

Department submitted: Public Works

Staff Contact: Jim Gray, Director

1. PURPOSE/DESCRIPTION

The County is requesting the City enter into this ILA to allow the County to work on a city street with County Staff and resources.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The project will rework the base and apply a chip and seal driving surface to a portion of this road from Hwy 79 to CR 401. The bar ditches will also be recut.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Improve a City Street	N/A

4. RECOMMENDATION

Enter into the Interlocal Agreement as presented and authorize the City Manager to execute the agreement.

5. FUNDING SOURCE

N/A

6. TIMELINE

Complete

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

N/A

8. ATTACHMENTS

7a. [Interlocal Agreement](#)

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND
CONSTRUCTION COSTS RELATED TO THE CR 402 CONSTRUCTION PROJECT**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Taylor, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing the reconstruction of CR 402, the approximate location being shown on Exhibit “A”, attached hereto, (the “County Project”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide consent for the County’s construction of the County Project with the Taylor city limits. The County Project includes pavement stabilization, surface treatment, grading and other activities related to the County Project.

**II.
CONSTRUCTION OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, and all other costs related to the construction of the County Project.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

III. CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries. The City further agrees to accept maintenance of the County Project within the City limits.

IV. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the plans attached hereto as Exhibit "A."

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Taylor
400 Porter Street
Taylor, TX. 76574
Attn: City Manager

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF TAYLOR, TEXAS

By: _____

Name: Brian LaBorde

Its: City Manager

ATTEST:

By: _____

Dianna Barker, City Clerk

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by _____ as City Manager of the City of Taylor, a Texas home-rule city, on behalf of said city.

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

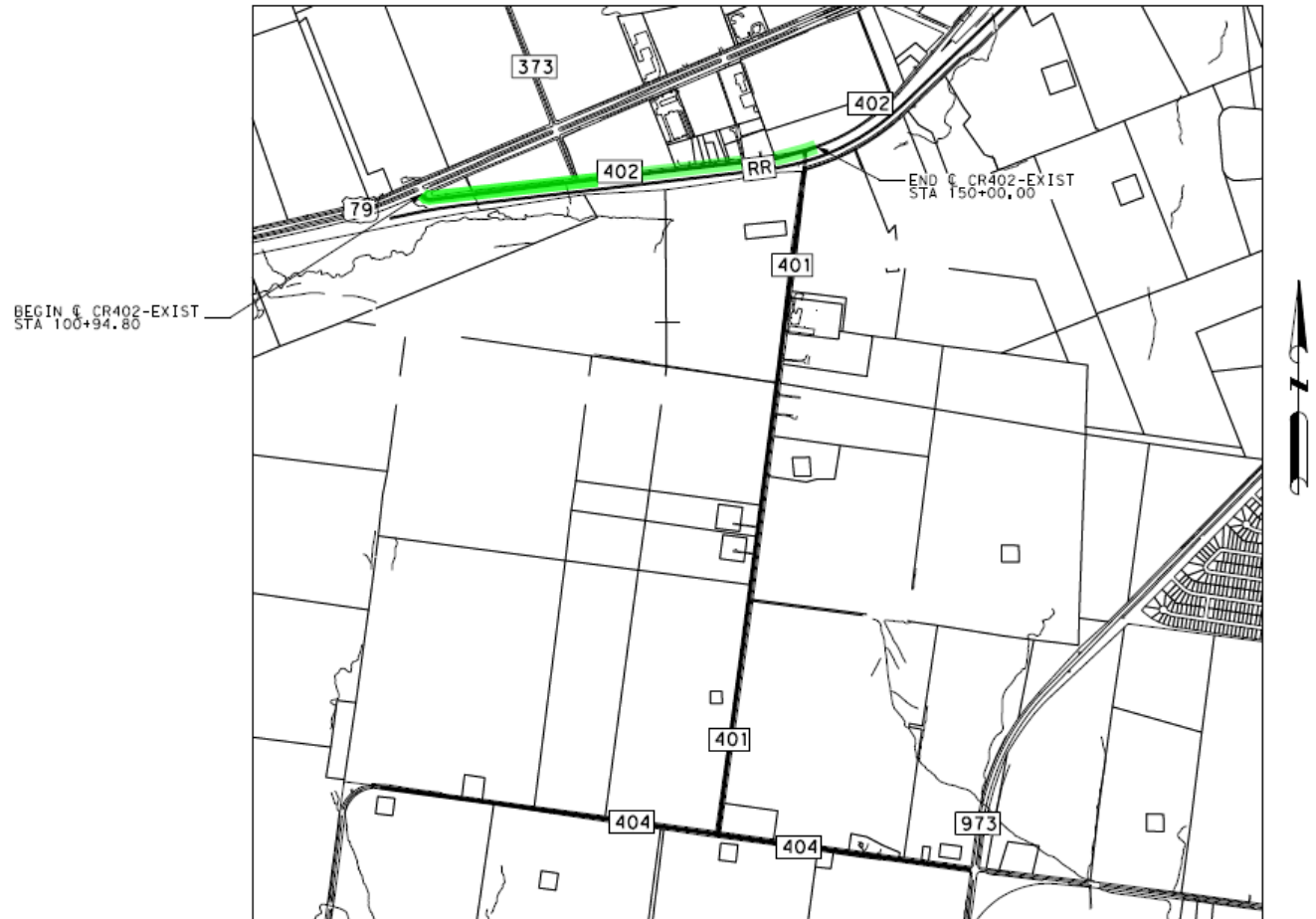
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

Exhibit "A"





City Council Meeting May 27, 2021 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 8
Agenda Title: Consider introducing Ordinance No. 2021-14, amending Ordinance 2009-18, decreasing the number of members on the Airport Advisory Board from 7 to 5.

Council Action to be taken: Introduce Ordinance.

Department Submitted: Public Works - Airport

Staff Contact: David Cornelius

1. PURPOSE/DESCRIPTION

The purpose of this ordinance is to consider changing the number of Airport Advisory Board members from seven members to five total members, change the number required for a quorum from four to three and to update the Ex-Officio members of the board.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Airport Advisory Board was established by Ordinance No. 2000-10, with a total membership of five members, requiring the attendance of three members to constitute a quorum. Ordinance No. 2009-18 increased the board membership to its current level of seven members, with four members required for a quorum.

For the past seven years, the Airport Board has had difficulties attracting and retaining active board members, creating a problem in achieving a quorum to conduct scheduled meetings. Board member attendance at meetings has declined from an average of 84% in 2014 down to 54% in 2019. Even before Covid restrictions were put in place, only one of two scheduled board meetings occurred during 2020 due to a lack of quorum. While a larger pool of board members may be easier to draw a quorum, our board has spent a lot of effort in recruiting and retaining members, who may not have otherwise served but were recruited just to fill a board vacancy. We currently have five active and engaged board members, so reducing the membership back down to five can be accomplished immediately. This action, combined with less routinely scheduled meetings and more emphasis on called meetings, should help to improve meeting attendance, board enthusiasm, and provide that additional conduit to discuss Airport issues and ideas.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• N/A	• N/A

4. RECOMMENDATION

Receive draft Ordinance No. 2021-14 as presented or with Council changes.

5. FUNDING SOURCE

N/A

6. TIMELINE

June 10th - Consideration of adoption of Ordinance.

7. OTHER OPTIONS (In order of preference)

Do not amend Ordinance 2009-18

8. ATTACHMENTS

8a. [Draft Ordinance No. 2021-14](#)

8b. [Ordinance No. 2009-18](#)

ORDINANCE NO. 2021-14

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, REPEALING ORDINANCE NO. 2009-18 WHICH AMENDED ORDINANCE 2000-10, THE TAYLOR AIRPORT BOARD; AND REVERTING BACK TO A FIVE MEMBER BOARD AND CHANGING THE QUORUM OF THE BOARD FROM FOUR TO THREE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City of Taylor, Texas adopted Ordinance No. 2000-10 July 13, 2000, that established the Taylor Airport Board; and

WHEREAS, on August 13, 2009 the City Council adopted Ordinance 2009-18 amending Ordinance 2000-10 increasing the number of board members from five to seven, and changing the quorum of board members necessary to transact business from three to four; and

WHEREAS, the City Council now wish to repeal Ordinance 2009-18 and again designate the Taylor Airport Board as a five member board, and change the number of Board members necessary to transact business from four to three.

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

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

SECTION 2. The Taylor Airport Board is decreased from seven to five members. Section 1 and Section 4 of Ordinance 2000-10 is to state five members instead of seven members.

SECTION 3. Section 6 of ordinance 2000-10 is to require three members as a quorum instead of four members.

SECTION 4. Ex-Officio Members. In addition to the five members appointed by the City Council, the following persons shall sit on the Airport Board as ex-officio members.

City Manager, City of Taylor
Public Works Director, City of Taylor
Airport Manager, City of Taylor

SECTION 5. Ordinance No. 2000-10 is hereby confirmed as previously passed.

SECTION 6. If any paragraph, sentence, phrase or other portion of this Ordinance should be declared to be unconstitutional by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance and all portions of the Ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 7. Repealer.
All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 8. In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the ____ day of May, 2021.

PASSED, APPROVED, and ADOPTED on the ____ day of June, 2021.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

TED W. HEJL, City Attorney

ORDINANCE NO. 2009-18

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE NO. 2000-10 WHICH CREATED THE TAYLOR AIRPORT BOARD; AMENDING ORDINANCE 2000-10 BY INCREASING THE MEMBERS OF THE BOARD FROM FIVE TO SEVEN; CHANGING THE QUORUM OF THE BOARD FROM THREE TO FOUR MEMBERS; PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City of Taylor, Texas adopted Ordinance No. 2000-10 July 13, 2000, that established the Taylor Airport Board; and

WHEREAS, it is the desire of the City Council of the City of Taylor that the number of board members be increased from five to seven; and

WHEREAS, it is necessary to change the quorum of board members necessary to transact business from three to four.

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

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

SECTION 2. The Taylor Airport Board is increase from five to seven members. Section 1 and Section 4 of Ordinance 2000-10 is amended to state seven members instead of five members.

SECTION 3. Section 6 of ordinance 2000-10 is amended to require four members as a quorum instead of three members.

SECTION 4. Ordinance No. 2000-10 is hereby confirmed as previously passed and is hereby amended by this Ordinance. All other provisions of Ordinance No. 2000-10 not amended by this Ordinance shall remain in full force and effect.

SECTION 5. If any paragraph, sentence, phrase or other

portion of this Ordinance should be declared to be unconstitutional by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance and all portions of the Ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 6. In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 28th day of July, 2009.

PASSED, APPROVED, and ADOPTED on the 13th day of August, 2009.

ROD HORTENSINE, Mayor

ATTEST:

SUSAN BROCK, City Clerk

APPROVED AS TO FORM:

TED W. HEJL, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2009-18, passed and approved by the City Council of the City of Taylor, Texas, on the 13th day of August, 2009, and such Ordinance

was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this, the 13th day of August, 2009.

SUSAN BROCK
City Clerk



City Council Meeting

May 27, 2021

Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

Agenda Item #: 9

Agenda Title: **Hold the public hearing and introduce Ordinance 2021-11 changing the current Future Land Use Plan (FLUP) designation for a parcel of land, consisting of approximately 2.941 acres, located at about 1,400 feet north of the intersection of Debus Drive and West 2nd Street and north of the end of the Cecilia Street right-of-way, from Single-Family to Multi-Family.**

Council Action to be taken: Hold Public Hearing and 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 amend the Comprehensive Plan, Future Land Use Plan Map (FLUP) to change the designation of 2.941 acres from Single-Family to Multi-Family to allow for future multi-family development. To move forward with the multi-family development changing the FLUP designation is necessary for a change of zoning to a zoning district that would permit the multi-family land use by-right. Consequently, two requests are running concurrently. The request to change the FLUP designation to Multi-Family followed by the request to change the zoning of the subject property to a zoning district that permits multi-family land uses; Multi-Family Zoning District with a Residential Planned Development Overlay (MF-1/RPD).

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The FLUP a component of the Comprehensive Plan is a visual guide used to manage growth and guide City Council in the decision-making process. Currently, the FLUP designation for the subject property is Residential; however, the new property owner wants to construct multi-family residential. If the FLUP Amendment is approved, a re-zoning to a multi-family zoning district would be consistent with the FLUP. As stated in the Purpose the applicant is requesting a change of zoning to MF-1/RPD along with this application.

In addition to creating the FLUP, during the Comprehensive Plan process, Goals, Objectives and Actions were developed. In reviewing the actions and objectives that will meet goals to promote the Comprehensive Plan, the following apply:

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

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

The requested FLUP Amendment would identify an appropriate site with access and available utilities as described in **Action LI.1**. Taking action by changing the FLUP would attain **Objective LI**. Consequently, it's possible to meet the overarching **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.**

On May 11, 2021, the Planning and Zoning Commission held a public hearing regarding this request. The Planning and Zoning Commission recommended conditional approval of the request to re-zone the subject property from R-1 to MF-1/RPD for approximately 2.941 acres contingent on revisions to the proposed planned development ordinance.

2. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• The change would be consistent with the Comprehensive Plan Land Use Goal • Could provide a variety in housing types • Will encourage infill development and utilizing existing infrastructure • Increase in tax base	• N/A

4. RECOMMENDATION

On May 11, the Planning and Zoning Commission held a public hearing and unanimously recommended conditional approval.

On May 27, 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 – May 11, 2021

P&Z unanimously recommended conditional approval

City Council public hearing and ordinance introduction – May 27, 2021

City Council introduced the ordinance

City Council consideration of ordinance approval – June 10, 2021

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 9a. [Staff Report](#)
- 9b. [Applicant Statement](#)
- 9c. [Current FLUP Map](#)
- 9d. [Current Zoning](#)

- 9e. [Proposed FLUP](#)
- 9f. [Ordinance 2021-11](#)
- 9g. [Ordinance Exhibit A](#)
- 9h. [Ordinance Exhibit B](#)

- 9i. [PowerPoint](#)

**City of Taylor
PZ-2021-1303
Comprehensive Plan/Future Land Use Plan Amendment
Staff Report**

Requested Action: Amend the City of Taylor Comprehensive Plan, Future Land Use Plan Map (FLUP) on approximately 2.941 acres of land from Single-Family to Multi-Family.

Applicants: Gregg Andrulis, P.E./Civil Insite, LLC

Subject Property: Approximately 2.941 acres, located about 1,400 feet north of the intersection of Debus Drive and West 2nd Street and north of the end of the Cecilia Street right-of-way, more particularly described by Williamson Central Appraisal District Parcel R019780; part of and out of William R. Williams Survey, Abstract No. 665, Taylor, Williamson County, Texas.

Parcel Information

Current Zoning: Single-Family Residential

Current Use: Vacant Land

Current Future Land Use Plan Designation: Single-Family

Proposed Future Land Use Designation: Multi-Family

Adjacent Parcel Zoning Information

Direction	Land Use	Zoning
North	Large acreage homesite	Single-Family Residential (R-1)
South	Cecilia St. Right-of-Way, Single-Family Homes, and Proposed Multi-Family Development (Boxwood)	Multi-Family Residential (MF-2)
East	Single-Family Homes	Multi-Family Residential (MF-2)
West	Debus Dr. Right-of-Way and Single-Family Homes	Single-Family Residential (R-1)

Purpose of the Future Land Use Plan

The adopted Future Land Use Plan is intended to guide development and influence policy to achieve the goals of the community as expressed in the City of Taylor 2004 Comprehensive Plan. It provides the City with a rational basis for current and future zoning decisions; however, the plan is intended to allow changes to accommodate the needs of Taylor as it grows and develops. Keep in mind that the FLUP is conceptual and not lot by lot designations like a zoning map.

Purpose of the Request

The applicant is proposing to amend the Comprehensive Plan FLUP to change the designation of the 2.941 acres from Single-Family to Multi-Family to allow for future multi-family development. The applicant is also seeking a re-zoning of the property to a Multi-Family Residential Planned Development (MF-1/RPD), and the re-zoning cannot be granted without the proposed FLUP Amendment.

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 requests.

The Comprehensive Plan includes Land Use Goals and Objectives along with associated actions to achieve those objectives. Some of the relevant Comprehensive Plan goals, objectives and actions to consider for this 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.*

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

Action L1.5: *Take advantage of the conceptual design phase of the platting process to encourage and require effective and creative development planning taking advantage of good urban design on a human scale.*

In addition to the Land Use Objectives, the Comprehensive Plan includes general Planning Principles and Policy Guides. Some of the relevant statements include:

- *Compatibility with existing uses should be maintained. Well-planned, mixed uses that are compatible are to be encouraged.*
- *Housing should be available for all income levels.*
- *There should be a variety of housing types on a variety of lot sizes to create complementary neighborhoods.*

The FLUP Narratives describe the current and proposed land use categories as follows:

Existing FLUP Designation

Residential (Single-Family):

Residential development, including conventional detached homes, as well as patio homes, zero lot-line homes and cluster units (p. 4-5).

Proposed FLUP Designation

Residential (Multi-Family):

Multi-family residential dwellings, typically identified as duplexes, triplexes, quadruplex, and apartments. Unlike the other residential categories, this classification generates sufficient traffic and utility impacts to be treated as nonresidential uses and is best located at the intersections of major arterials (p. 4-5).

The applicant requests the update to the Future Land Use Plan be granted so affirmative action can be taken on the concurrent request to change the zoning district from R-1 to MF-1/RPD. Although the Future Land Use Plan does consider Multi-Family to be located along arterials in general, locating compatible land uses adjacent to each other is a tenet of planning. Additionally, the proposed development will construct Cecilia Street and utilize existing infrastructure by developing a large infill lot, which would effectively lessen the strain of development on the City's current utility system by minimally extending water and wastewater lines. The proposed amendment will result in a future land use category for the area that is consistent with the zoning and land uses to the east and south which will, in turn, enhance the proposed adjacent residential neighborhood by providing nearby amenities and encouraging a mix of uses and walkability.

Staff Recommendation

Staff recommends approval of the requested FLUP Amendment.

There is adequate public infrastructure along Debus Dr. and the construction of Cecilia St. will ensure there will be a primary point of access for the development. The proposed development will tie into existing infrastructure which meets a primary tenet of economic development and planning best practices. As a City, it is crucial to steer growth to areas where there are adequate public facilities to capitalize upon existing resources and use them as efficiently as possible.

This proposed FLUP Amendment is consistent with the intent of the Comprehensive Plan as the land in the area is located within an existing neighborhood with existing infrastructure and will have an additional, neighboring multi-family development to the south in the near future. In the long term, the Multi-Family designation will further promote infill development and a land use, which is compatible with the existing and proposed residential development. As described in the Comprehensive Plan, "additional higher density multifamily and infill projects [are recommended] to curb sprawl" (p. 4-1).

Planning and Zoning Commission Recommendation

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

In determining a recommendation on a FLUP Amendment request, the Planning and Zoning Commission should consider the following factors:

- **Is the FLUP Amendment consistent with the Comprehensive Plan?**

The staff analysis indicates the Future Land Use Plan Amendment would further the goals in the Comprehensive Plan and is in line with best practices and policies mentioned previously in this report. In addition to furthering the goals in the Comprehensive Plan through the **Actions** below, this request promotes economic development, which is an objective in the Comprehensive Plan. Amending the FLUP in order to allow a re-zoning to MF-1/RPD would be consistent with –

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

Action L1.5: *Take advantage of the conceptual design phase of the platting process to encourage and require effective and creative development planning taking advantage of good urban design on a human scale.*

- **Is the FLUP Amendment compatible with the surrounding area?**

The staff analysis indicates this proposed FLUP Amendment is compatible with the surrounding area. The surrounding development is single-family residential, duplex, and multi-family.

- **Does the FLUP Amendment 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 ensuring that concerns with regard to public health, safety and general welfare are addressed. For example, the applicant's planned development is proposing a vegetative buffer between the uses to promote compatibility.

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

The staff analysis indicates that there is some adequate infrastructure for this proposed development. As Cecilia Street was never constructed it will be constructed during the platting process of the proposed development. The utility infrastructure has been available for years and this development will capitalize on an area which is ripe for development. As stated in the Comprehensive Plan, *"Both single and multi-family uses should be permitted, but one should not have a negative impact on the other. New infill housing should be encouraged..."* This development fulfills that vision by locating where the City established a development pattern for the efficient use of land, infrastructure, and fiscal resources, as well as integrating with respect into the existing neighborhood.

- **Do current conditions indicate that an amendment is necessary?**

Taylor has seen increased development recently. This land is ready for development; however, the FLUP does not reflect the recent activity. Changing the designation from Single-Family to Multi-Family will promote multi-family development on a large-sized lot which is ideal for infill development. Additionally, there have not been many multi-family developments so this will fill a void as the City grows.

Attachments:

1. Applicant statement
2. Existing Future Land Use Plan Map
3. Current Zoning Map
4. Proposed Future Land Use Plan Map
5. Proposed Ordinance 2021-11

CIVIL INSITE, LLC

Civil Insite, LLC
10200 Highway 290 W, Suite 202
Austin, TX, 78736

April 14, 2021

City of Taylor
Development Services Department
400 Porter St
Taylor TX 76574
Via: mypermitnow

RE: Cecelia Street Multifamily FLUP Amendment – Justification Letter

Dear City Staff:

I am writing to provide justification for a FLUP Amendment request on a 2.94 acre tract of land in the Taylor, TX full purpose jurisdiction. The application proposes a FLUP amendment from Single Family to Multi Family to allow for the construction of 24 apartment units on the property. Please see below for the answers to the questions in City's application:

1. Why do you want to change the FLUP Map designation? ***To allow for the development of 24 apartments.***
2. What designation do you want for the subject property? ***The application requests the Multi Family designation.***
3. Will the proposed map amendment support uses that are consistent with existing or proposed adjacent or nearby uses? ***Yes, the tract is approximately 365 feet from the Burnett Place Apartment parcel. Additionally, the properties immediately south and east of the subject parcel are zoned MF-2.***
4. Will the proposed FLUP amendment adversely affect adjacent or nearby properties? ***No, screening will be provided to all residential land uses and zoning districts. Sufficient transportation and utility access is available to serve the tract without adverse impact to adjacent or nearby properties.***
5. Have you hired an engineer who has studied the City's capacity of the existing public infrastructure to serve your proposed development? ***Yes, the owner has hired an engineer who has verified that sufficient infrastructure capacity exists to serve the proposed development.***
6. Would the proposed map amendment support uses that could result in an excessive or burdensome use of existing public facilities such as streets, schools, transportation facilities, or utilities? ***No, the 24 apartment units proposed will not be an excessive or burdensome use of existing public facilities.***
7. Are there any existing or changing conditions affecting the use or development of the property which justifies either approval or disapproval of the request? ***No such conditions exist.***
8. Will the proposed FLUP amendment be consistent with the current adopted Comprehensive Plan i.e. if the FLUP amendment were to be approved, would it further the goals of the City of Taylor? If so, explain. ***The proposed FLUP amendment will further goals of the City as outlined in the Comprehensive Plan by meeting the following objectives:***

CIVIL INSITE, LLC

- Objective L1: Provide suitable areas for a variety of residential types and densities. *The proposed in-fill development would provide medium density housing options for the City's residents in an area suitable for higher density due to proximity to Downtown, without contributing to urban sprawl.*
- Objective T4: Ensure adequate access and circulation within the City. *The proposed development would include the construction of approximate 300 linear feet of Cecelia Street, including sidewalks and landscaping, at the developer's expense. This brings the city closer to a future connection with the existing Cecilia Street to the east, which would improve circulation within the City.*

Please let me know if you have any questions about the FLUP amendment application or the proposed development.

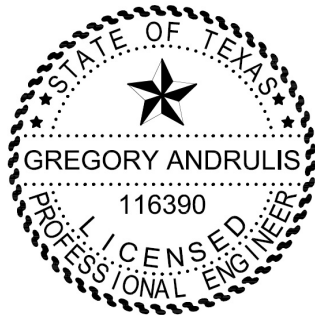
Thank you,

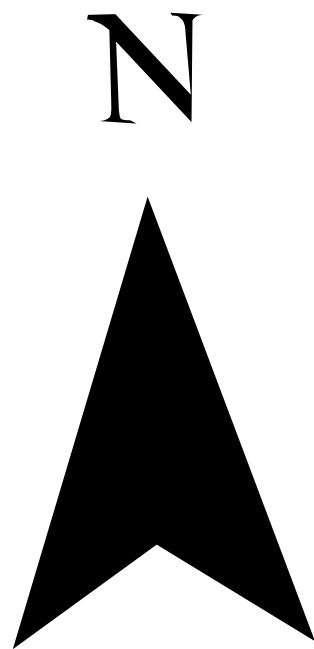
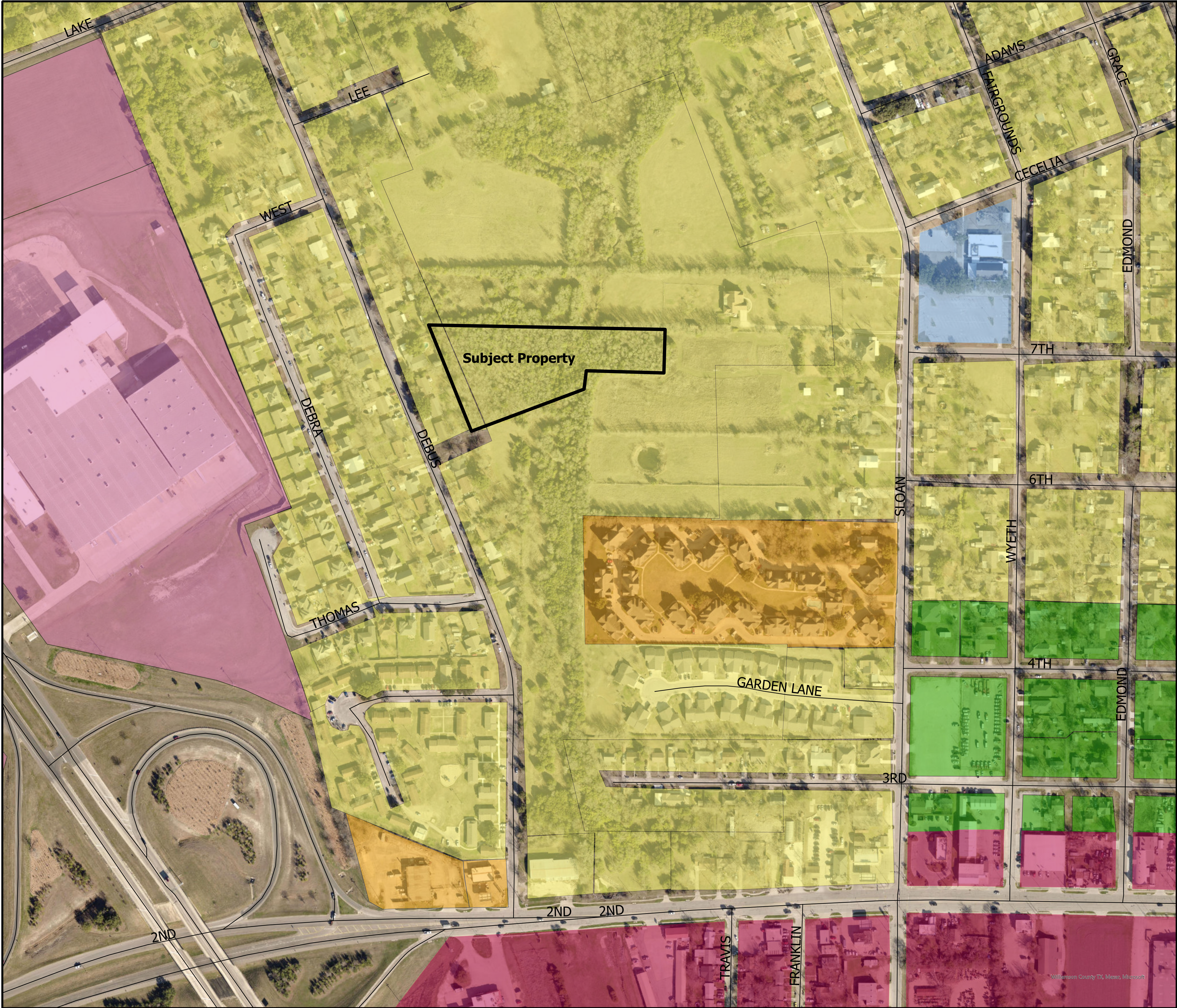
Civil Insite, LLC



Gregg Andrulis, P.E.

4/14/2021





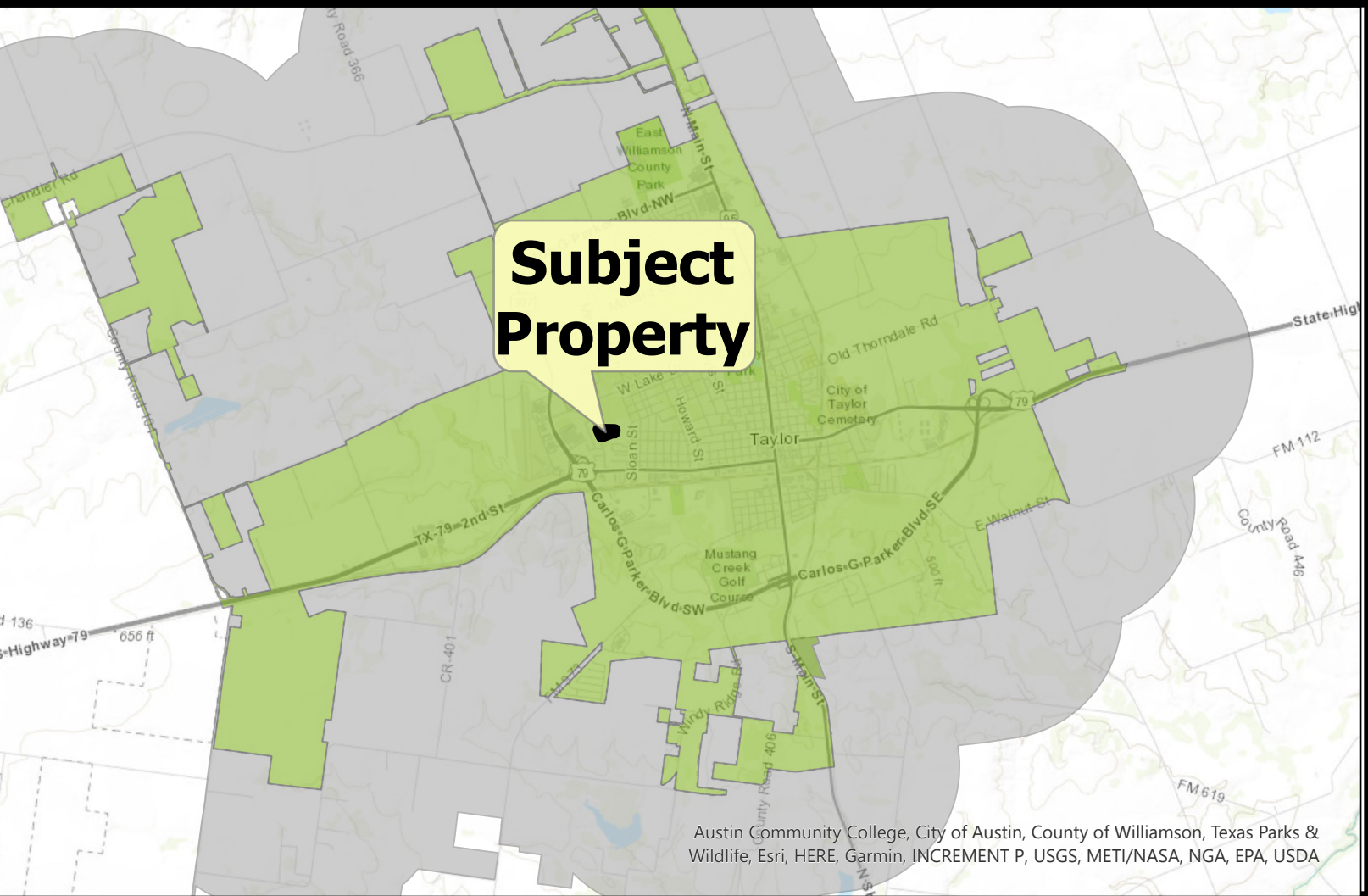
PZ-2021-1303

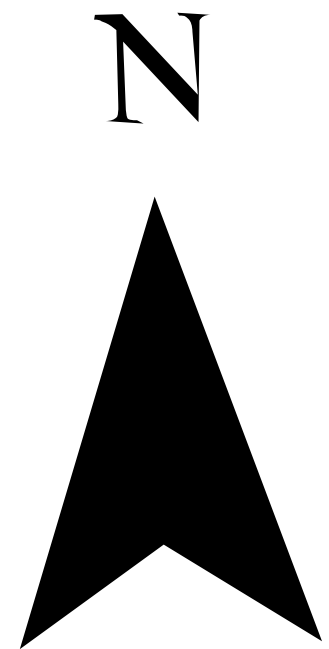
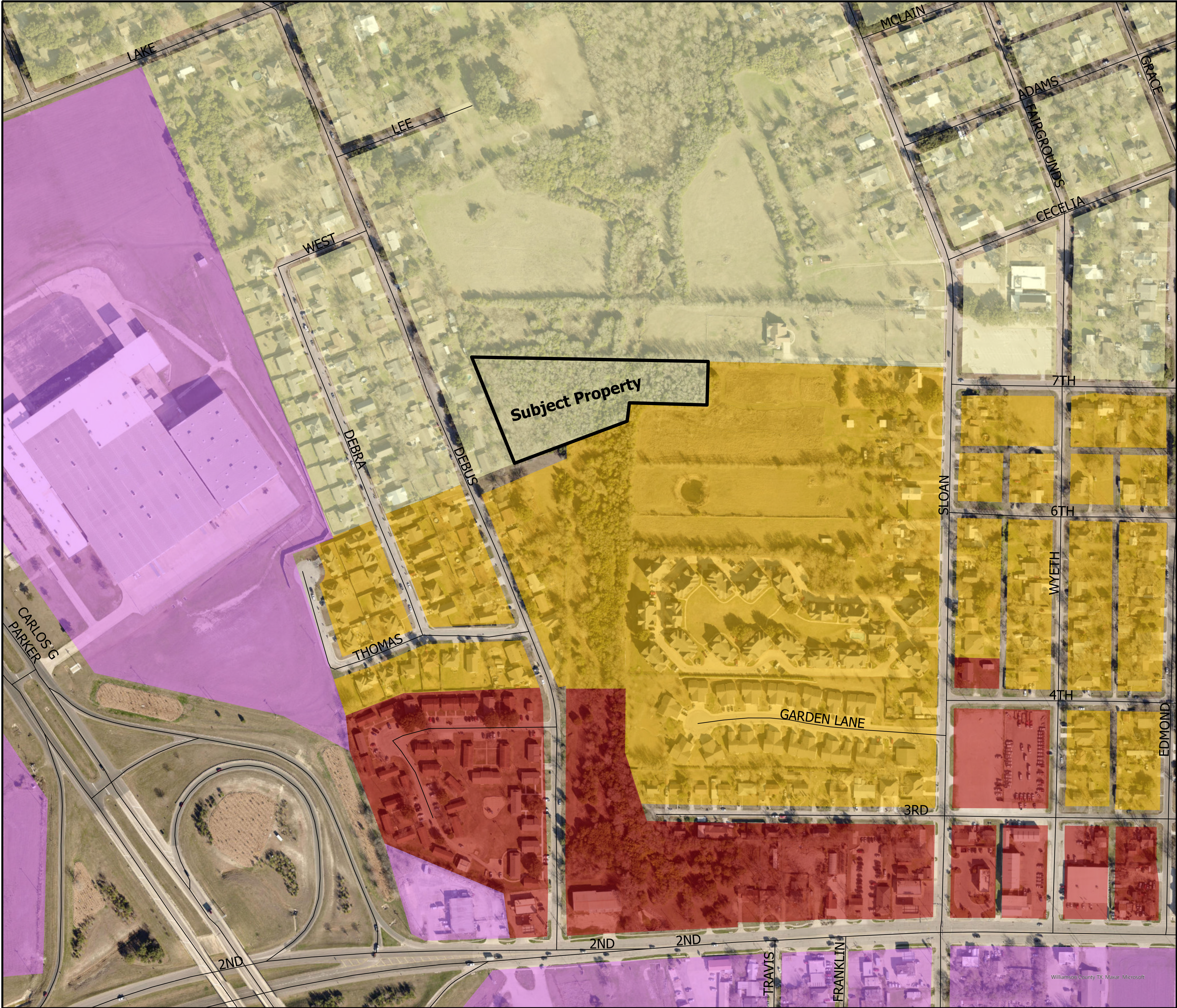
**Future Land Use Plan Map
North of Cecilia St. and East of
Debus Dr.**

Approximately 2.941 Acres

Legend

- Streets
- 2013 Future Land Use
 - BUSINESS PARK
 - COMMERCIAL
 - DOWNTOWN NEIGHBORHOOD
 - SINGLE FAMILY
 - MULTI FAMILY
 - SEMI-PUBLIC/INSTITUTIONAL
- ROW
- ▭ Subject Property





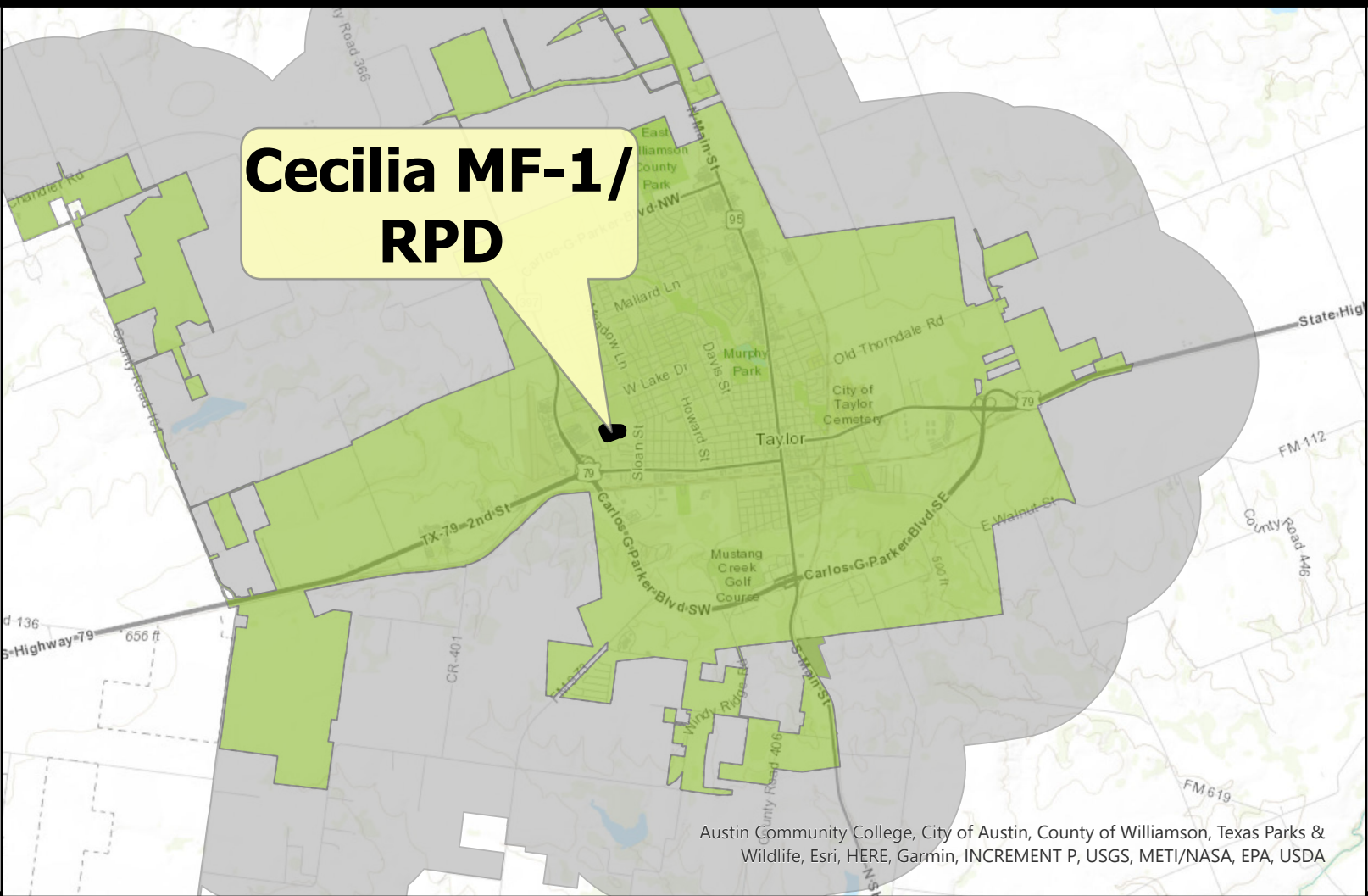
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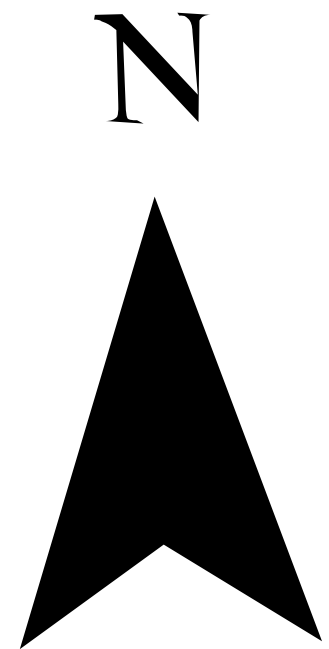
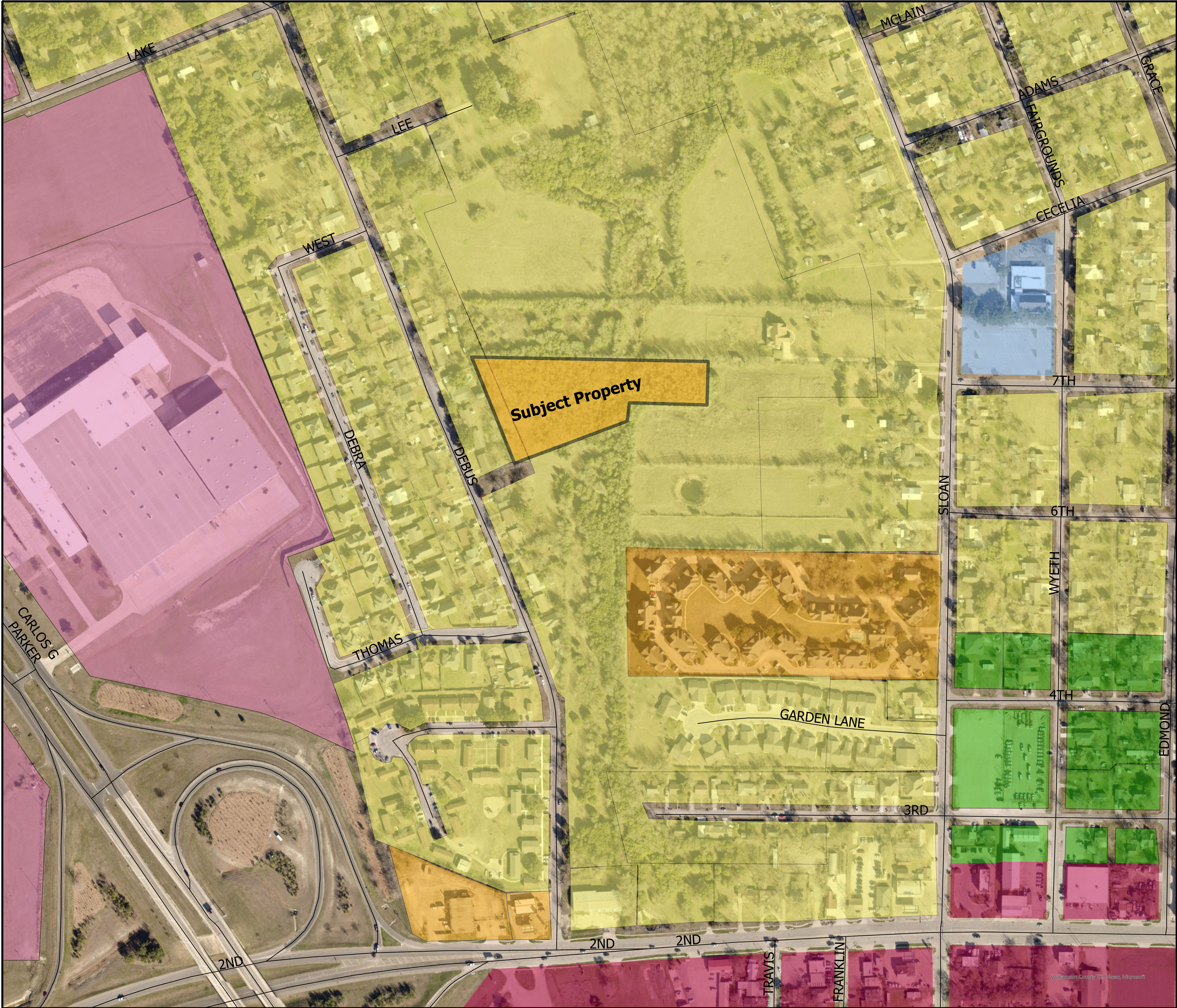
**Cecilia Residential Planned
Development (MF-1/RPD)
Current Zoning Map**

Approximately 2.941 Acres

Legend

- Streets
- ZONING
 - B-1
 - M-1 Light Industrial
 - MF-2 Multi-Family
 - R-1 Single Family
- ▭ Subject Property





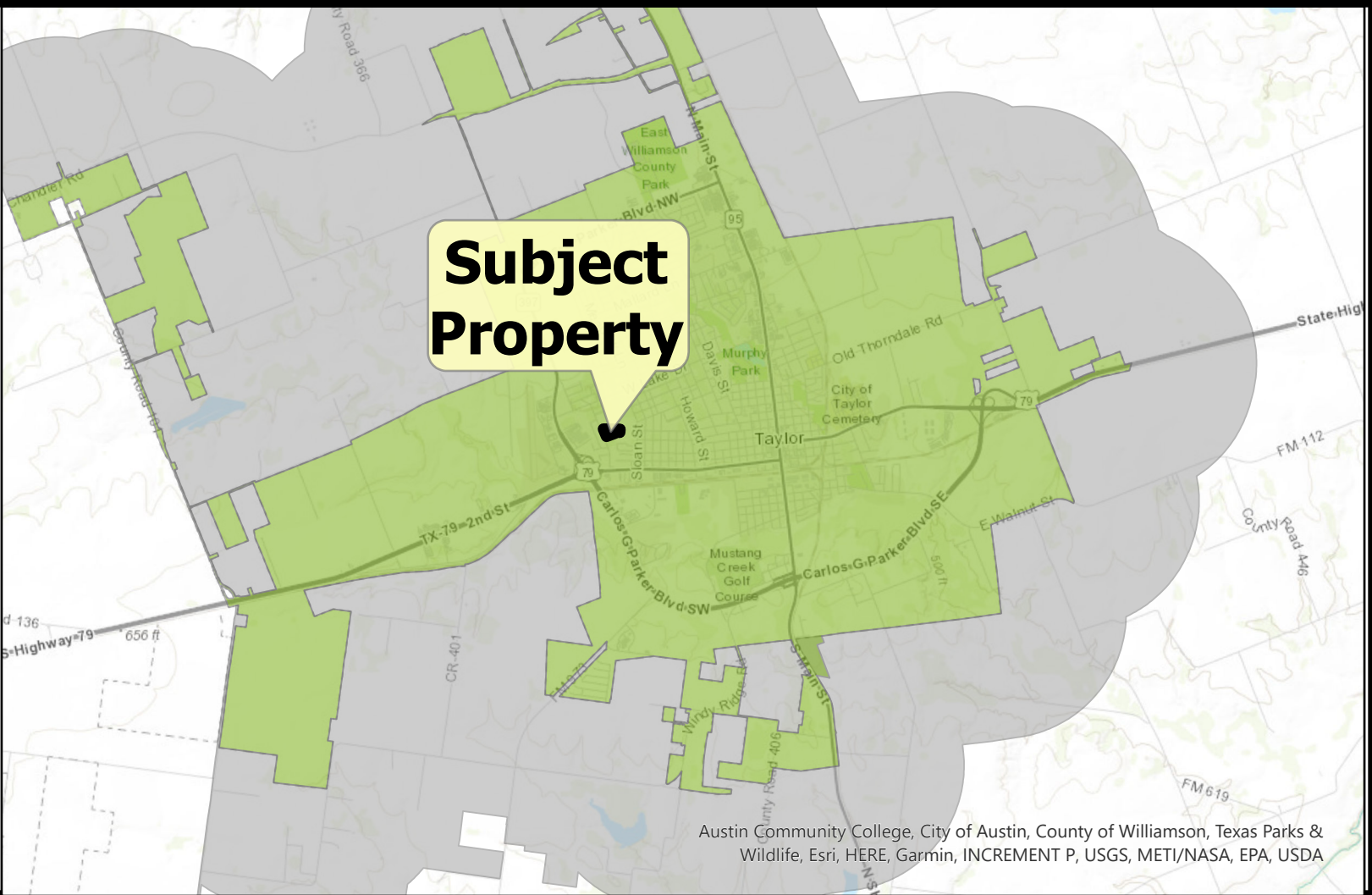
PZ-2021-1303

**Proposed Future Land Use
Plan Amendment
North of Cecilia St. and East of
Debus Dr.**

Approximately 2.941 Acres

Legend

- Streets
- 2013 Future Land Use
 - BUSINESS PARK
 - COMMERCIAL
 - DOWNTOWN NEIGHBORHOOD
 - SINGLE FAMILY
 - MULTI FAMILY
 - SEMI-PUBLIC/INSTITUTIONAL
 - ROW
 - Propsed Multi-Family



0 205 410 820 US Feet

ORDINANCE NO. 2021-11

AN ORDINANCE CHANGING THE COMPREHENSIVE PLAN FUTURE LAND USE PLAN MAP DESIGNATION ON PROPERTY DESCRIBED AS APPROXIMATELY 2.941 ACRES FROM SINGLE-FAMILY TO MULTI-FAMILY LOCATED AT ABOUT 1,400 FEET NORTH OF THE INTERSECTION OF DEBUS DRIVE AND WEST 2ND STREET AND NORTH OF THE END OF THE CECILIA STREET RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED BY WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R019780; PART OF AND OUT OF THE WILLIAM R. WILLIAMS SURVEY, ABSTRACT NO. 665, TAYLOR, WILLIAMSON COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council, after proper notice, conducted a public hearing on May 27, 2021, to consider the request made by Gregg Andrulis, for property which is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to change the Comprehensive Plan Future Land Use Plan Map designation from Single-Family to Multi-Family; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on May 11, 2021, to consider the Comprehensive Plan Future Land Use Plan Map Amendment, and recommended the change to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the amendment to the Comprehensive Plan Future Land Use Plan Map designation for the Property.

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

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

SECTION 2. The Property is changed from Single-Family designation to Multi-Family designation as shown in the map attached hereto as Exhibit "B".

SECTION 3. All other terms and conditions contained in the official Future Land Use Plan Map, except as amended herein, shall continue, and remain in full force and effect.

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

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2021-11 was introduced before the Taylor City Council on the 27th day of May, 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

EXHIBIT "A" page 1 of 2

THE STATE OF TEXAS COUNTY OF WILLIAMSON

Being a 2.941 acre (128,132 square feet) tract of land out of the WILLIAM R. WILLIAMS SURVEY, A-665, located in Williamson County, Texas, said 2.941 acre tract being all of a called 2.974 acre tract as conveyed from Annie S. Dana, a widow to Lonnie L. Raschke, filed May 18, 1972 and recorded in Volume 549, Page 318 of the Deed Records of Williamson County, Texas (DRWC), said 2.941 acre tract being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on September 9, 2020. All bearings shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, and being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found for the Southeast corner of Block 2, Sunset Addition as recorded in Cabinet A, Slide 262 of the Plat Records of Williamson County, Texas, the Southwest corner of the said 2.974 acre tract in the North line of a Cecelia Street (undeveloped), and marking the Southwest corner of the herein described tract;

THENCE, North 21°45'12" West, with the East line of said Sunset Addition and the West line of said 2.974 acre tract, a distance of 336.36 feet (called 338.60 feet), to a 1/2 inch iron rod found for the Northwest corner of the said 2.974 acre tract, the Southwest corner of Hummingbird Fields, a subdivision recorded in Document No. 2009085909 of the Official Public Records of Williamson County, Texas (OPRWC), and marking the Northwest corner of the herein described tract;

THENCE, South 89°01'37" East, with the South line of said Hummingbird Fields and the North line of said 2.974 acre tract, a distance of 686.77 feet (called 690.50 feet), to a 1/2 inch iron rod found for the Northeast corner of the said 2.974 acre tract, the Northwest corner of a called 2 acre tract as conveyed from T.F. Pierce and wife, Iris Eilers Pierce to Gladys Nell Klein, filed November 9, 1961 and recorded in Volume 447, Page 562 DRWC, and marking the Northeast corner of the herein described tract;

THENCE, South 00°07'36" East, with the West line of said 2 acre tract and the East line of said 2.974 acre tract, a distance of 123.00 feet (called 124.90 feet), to a 1/2 inch iron rod found for the Southeast corner of the said 2.974 acre tract, the Southwest corner of said 2 acre tract, being in the North line of a called 1.88 acre tract as conveyed from Gloria Ann Wright to Tammy Anne Sharp, filed February 15, 2019 and recorded in Document No. 2019012209 OPRWC, and marking the Southeast corner of the herein described tract;

THENCE, South 89°53'44" West, with the North line of said 1.88 acre tract and a South line of the said 2.974 acre tract, passing a 3/4 inch iron pipe at a distance of 218.67 feet, and continuing for a total distance of 232.90 feet (called 229.00 feet), to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for an interior corner of the said 2.974 acre tract, the Northwest corner of the said 1.88 acre tract, and marking an interior corner of the herein described tract;

EXHIBIT "A" page 2 of 2

THENCE, South 00°06'16" West, with the West line of said 1.88 acre tract and the lower East line of the said 2.974 acre tract, a distance of 45.93 feet (called 49.00 feet), to a 1/2 inch iron rod found near an old fence post for the Southeast corner of the said 2.974 acre tract, the Northeast corner of a called 5.528 acre tract as conveyed from Cynthia A. McLaughlin, Trustee of the Hofmeister and McLaughlin Living Trust, dated 11/19/2018 to One World Development, LLC, a Texas Limited Liability Company, filed May 18, 1972 and recorded in Document No. 2020047328 OPRWC, and marking the Southeast corner of the herein described tract;

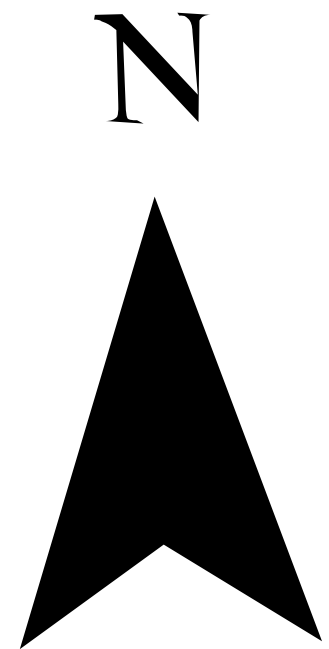
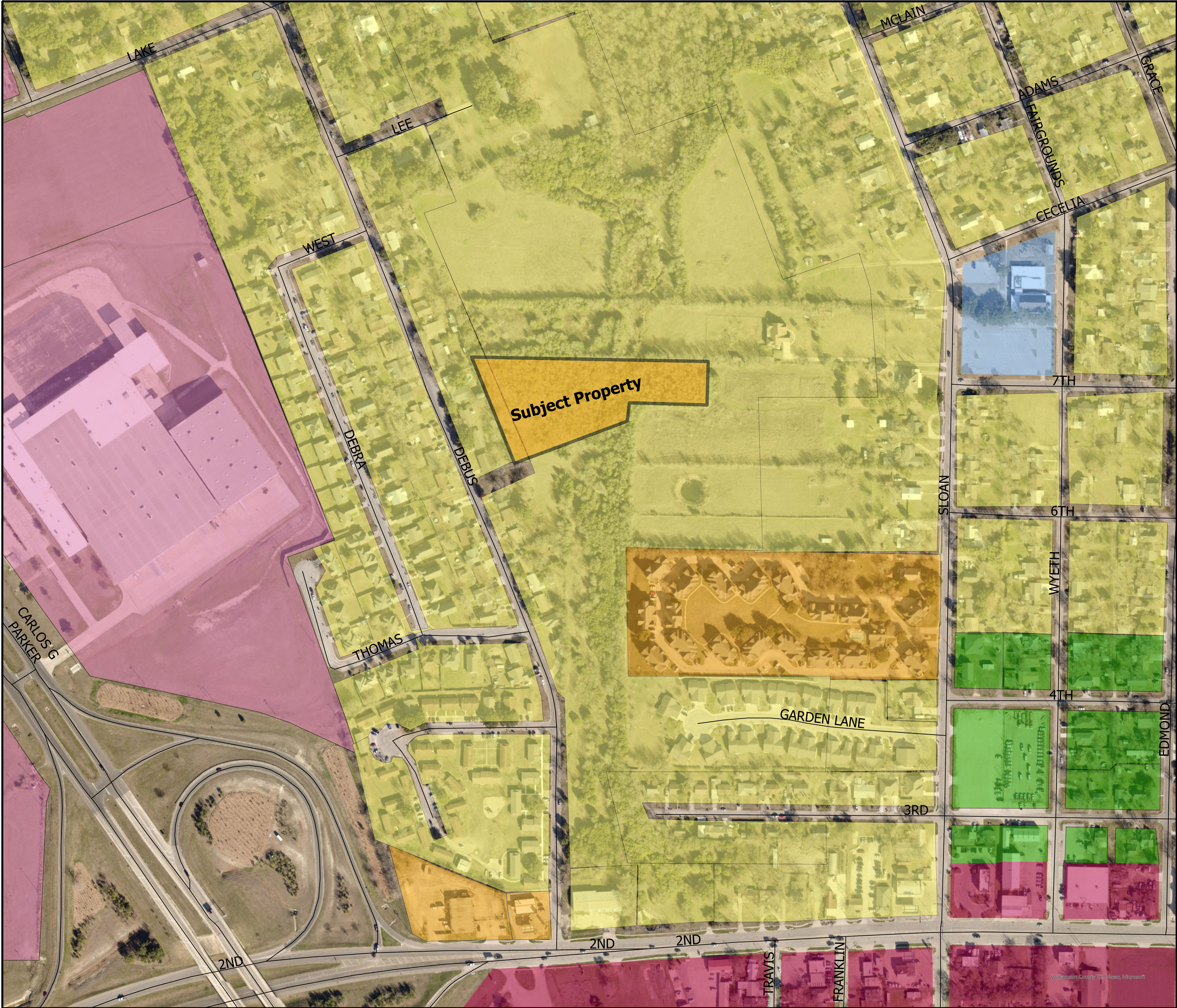
THENCE, South 68°15'28" West, with the common line of the said 2.974 acre tract and the said 5.528 acre tract, passing at a distance of 186.95 feet, a 1/2 inch iron rod found at the Northwest corner of the said 5.528 acre tract and the North corner of said Cecelia Street, and continuing for a total distance of 354.70 feet (called 359.00 feet), to the **PLACE OF BEGINNING**, containing within these metes and bounds 2.941 acres (128,132 square feet) of land, more or less.



Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194591



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



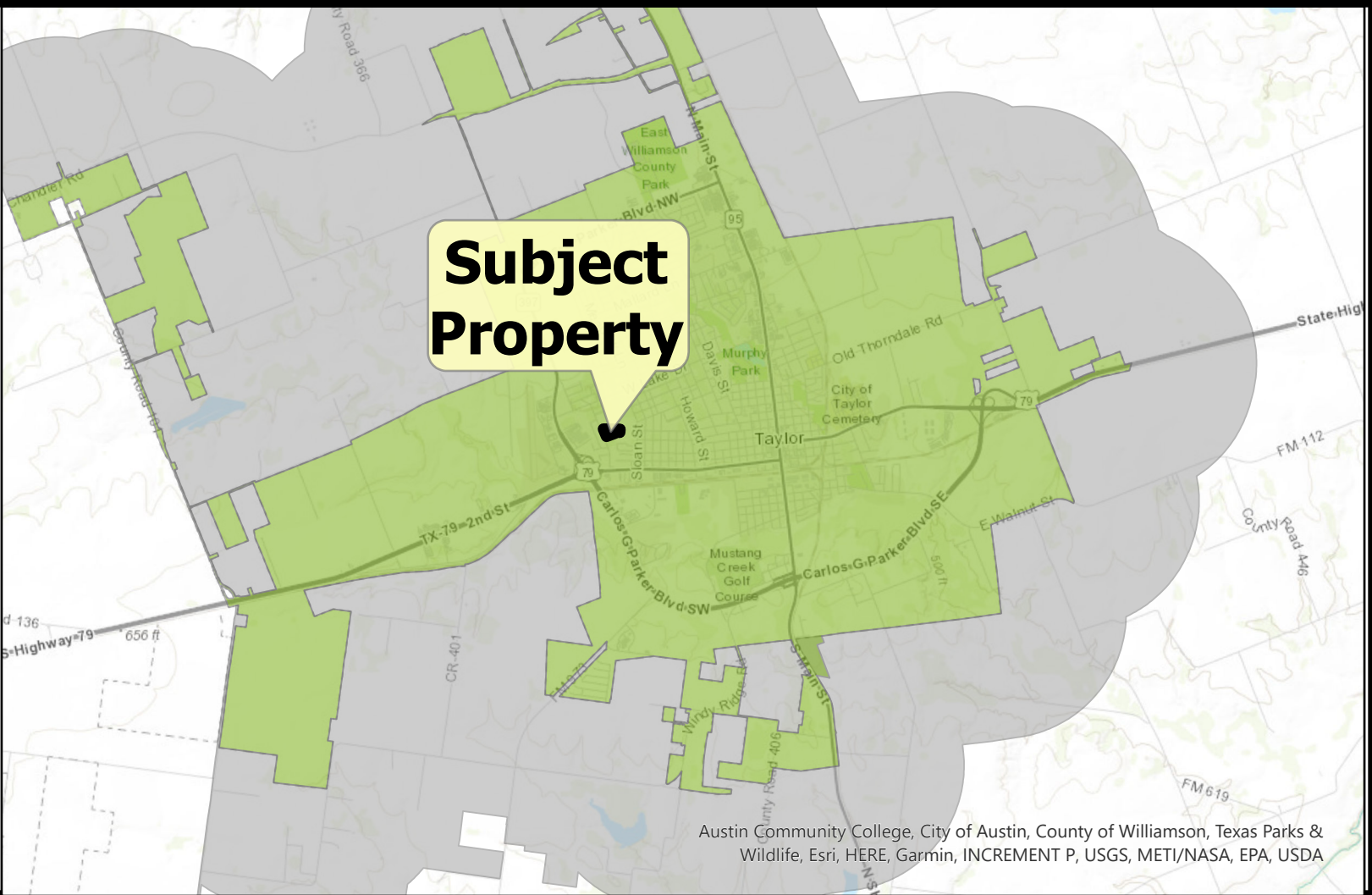
PZ-2021-1303

**Proposed Future Land Use
Plan Amendment
North of Cecilia St. and East of
Debus Dr.**

Approximately 2.941 Acres

Legend

- Streets
- 2013 Future Land Use
 - BUSINESS PARK
 - COMMERCIAL
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- Propsed Multi-Family



0 205 410 820 US Feet



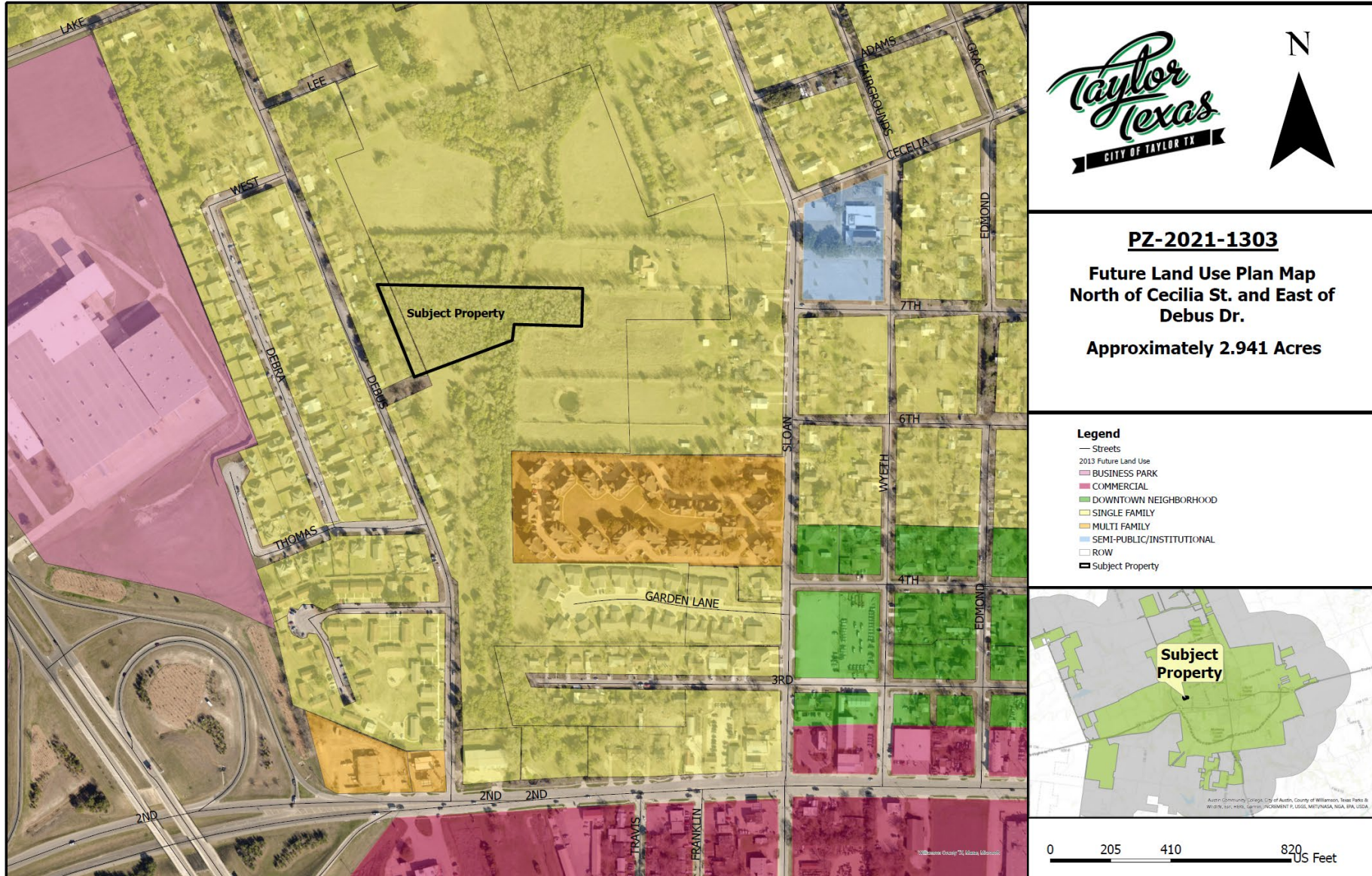
City of Taylor City Council

May 27, 2021

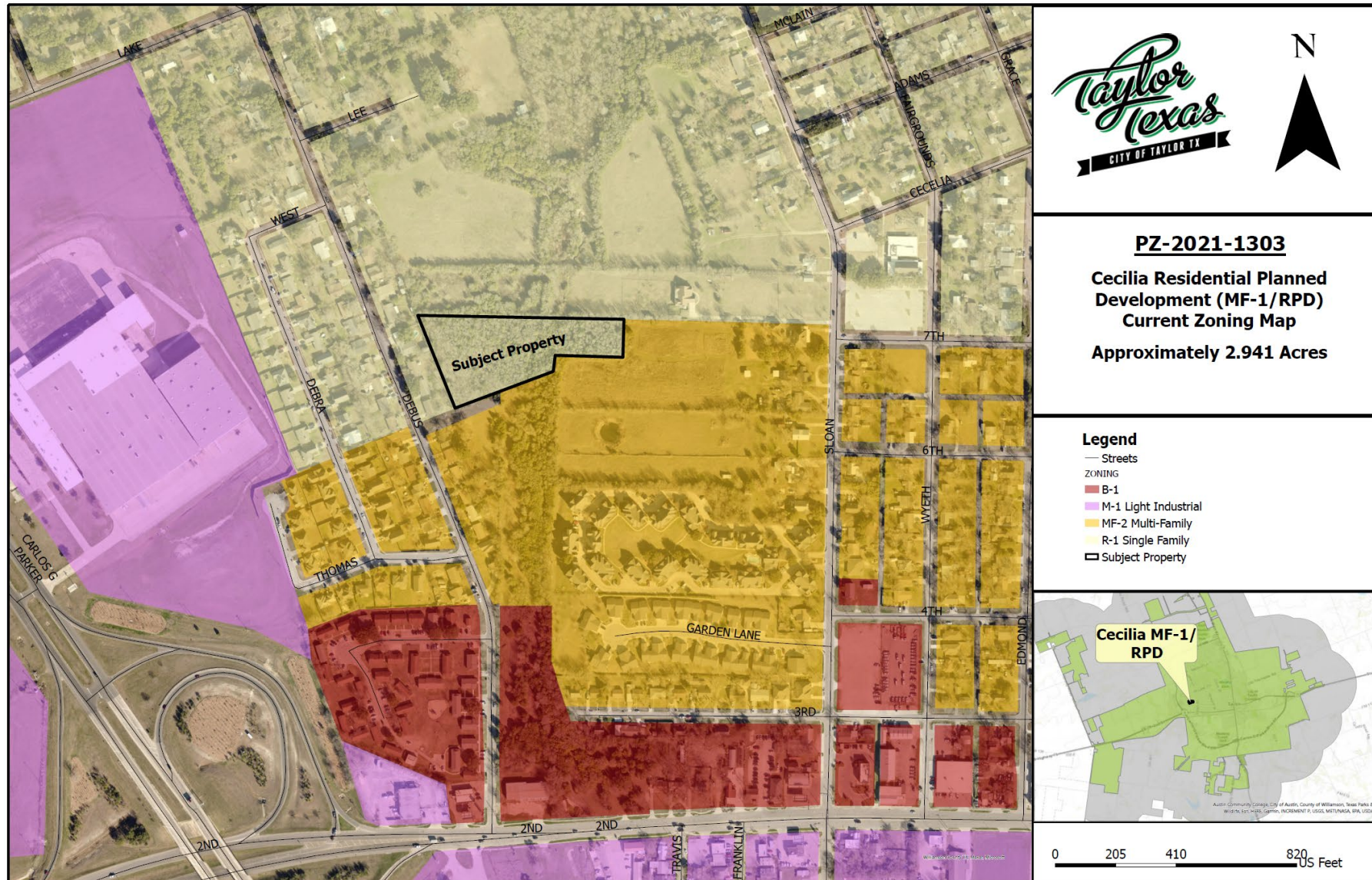
PZ-2021-1303

FLUP Amendment: From Single-Family to Multi-Family Land Use Designation

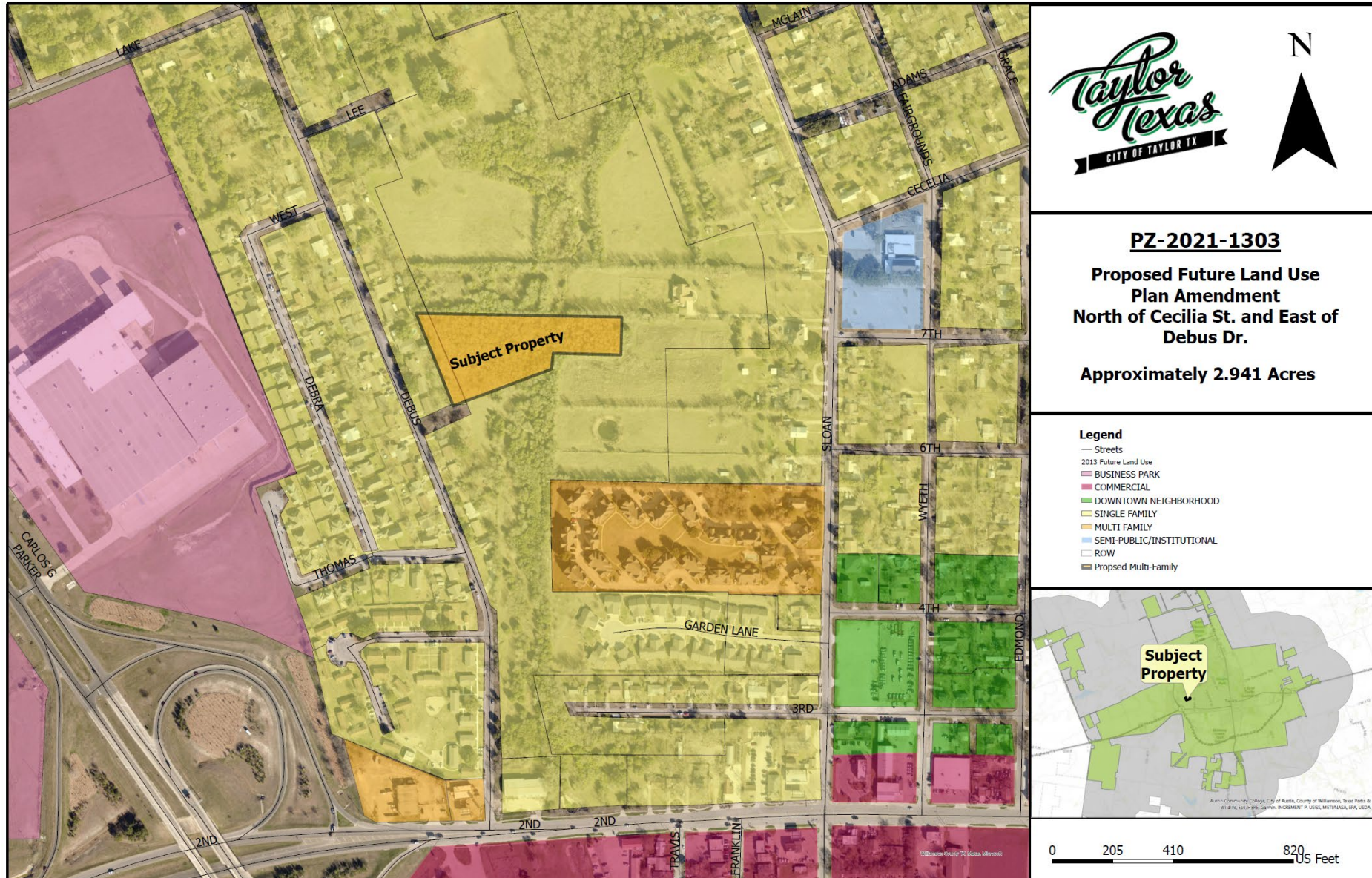
Future Land Use Plan Map



Current Zoning Map



Proposed Future Land Use Plan Designation



P&Z Recommendation

- The Planning and Zoning Commission recommended approval of the FLUP Amendment their May 11, 2021 meeting.



City Council Meeting

May 27, 2021

Transmittal Letter

Agenda Item #: 10

Agenda Title: **Hold the public hearing and introduce Ordinance 2021-12 changing the current zoning for a parcel of land, consisting of approximately 2.941 acres, located at about 1,400 feet north of the intersection of Debus Drive and West 2nd Street and north of the end of the Cecilia Street right-of-way, from Single-Family Residential Zoning District (R-1) to Multi-Family Residential Zoning District with a Residential Planned Development Overlay (MF-1/RPD).**

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☒ Economic Vitality

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

Department Submitted: Development Services

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

1. PURPOSE/DESCRIPTION

The applicant is proposing to re-zone the subject property of 2.941 acres from Single-Family to Multi-Family to allow for future multi-family development. The current zoning of the subject property is Single-Family Residential Zoning District (R-1) which does not permit multi-family land uses, by-right. To move forward with multi-family development the applicant would need to re-zone to a district that permit multi-family land uses by-right. The applicant is requesting a change of zoning to Multi-Family Residential Zoning District "M-1". As the subject property is a unique shape with the floodplain on the east side, the applicant is requesting a Residential Planned Development Overlay "RPD" so the development standards will be tailored for this particular tract of land.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Using the Comprehensive Plan as guide, a desire for creating opportunities for economic development in the City of Taylor were a common theme. In the Comprehensive Plan, a section called *Goals, Objectives and Actions* were developed. In reviewing the actions that will meet the objectives and goals to promote the Comprehensive Plan, the requested re-zoning to MF-1/RPD will promote appropriate development and land use within a historic residential neighborhood while utilizing land which has adequate utilities. The change of zoning to the MF-1/RPD Zoning District will provide a viable location for multi-family development with specific requirements to ensure that the incoming development will benefit the existing neighborhood.

On May 11, 2021, the Planning and Zoning Commission held a public hearing regarding this request. The Planning and Zoning Commission recommended conditional approval of the request to change the zoning from Single-Family Residential Zoning District (R-1) to Multi-Family Residential Zoning District with a Residential Planned Development Overlay (MF-1/RPD) for approximately 2.941 acres. The conditions for approval are that the applicant revise the site layout and architectural design of the project to be compatible with the adjacent single-family residential neighborhood and in keeping with the City's goals for human scale development. Staff is working with the applicant to revise the site layout and building architecture to address the P&Z's conditions and will present those revisions at the June 10th City Council meeting.

There is sufficient infrastructure capacity in the area to serve this development and the developer will be extending street and utility infrastructure to the site through the platting and site development processes.

2. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Will encourage infill development • Promote the efficient use of existing infrastructure • Increase in tax base	• N/A

4. RECOMMENDATION

On May 11, the Planning and Zoning Commission held a public hearing and unanimously recommended conditional approval with the following conditions:

- Revise the site layout to ensure compatibility with the adjacent single-family neighborhood
- Revise the site layout and building architecture to achieve human scale development in keeping with the goals of the Comprehensive Plan

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – May 11, 2021
P&Z unanimously recommended conditional approval
City Council public hearing and ordinance introduction – May 27, 2021
City Council consideration of ordinance approval – June 10, 2021

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 10a. [Staff Report](#)
- 10b. [Current Zoning Map](#)
- 10c. [Future Land Use Plan Map](#)
- 10d. [Proposed Zoning Map](#)
- 10e. [Ordinance 2021-12](#)
- 10f. [Exhibits A & B](#)
- 10g. [PowerPoint presentation](#)

City of Taylor
PZ-2021-1299
Zoning Map Amendment
Staff Report

Requested Action: Zoning Map Amendment to the official zoning map to re-zone approximately 2.941 acres of Single-Family Residential Zoning District (R-1) to 2.941 acres of Multi-Family Residential Zoning District with a Residential Planned Development Overlay (MF-1/RPD).

Applicant: Gregg Andrulis, P.E./Civil Insite, LLC

Subject Property: Approximately 2.941 acres, located at about 1,400 feet north of the intersection of Debus Drive and West 2nd Street and north of the end of the Cecilia Street right-of-way; more particularly described by Williamson Central Appraisal District Parcel R019780; part of and out of William R. Williams Survey, Abstract No. 665; Taylor, Williamson County, Texas.

Parcel Information

Current Zoning: Single-Family Residential (R-1)

Current Use: Residential

Proposed Zoning: Multi-Family Residential Zoning District with a Residential Planned Development Overlay (MF-1/RPD)

Future Land Use Plan: Single-Family (Current Designation)

Adjacent Parcel Information

Direction	Land Use	Zoning
North	Large acreage homesite	Single-Family Residential (R-1)
South	Cecilia St. Right-of-Way, Single-Family Homes, and Proposed Multi-Family Development (Boxwood)	Multi-Family Residential (MF-2)
East	Single-Family Homes	Multi-Family Residential (MF-2)
West	Debus Dr. Right-of-Way and Single-Family Homes	Single-Family Residential (R-1)

Purpose:

The applicant, has submitted a re-zoning request to ensure the zoning will be appropriate for a proposed apartment project. At this time, the Current zoning is R-1, which does not permit multi-family land uses. To move forward with the proposal a change of zoning to a district which permits multi-family land uses would be required. The Multi-Family Zoning District (MF-1) would permit the proposed development by-right. Consequently, the applicant is proposing to re-zone the subject property from Single-Family Residential Zoning District (R-1) to Multi-Family Zoning District with a Residential Planned Development Overlay (MF-1/RPD). The Residential Planned Development Overlay would permit the property owner to tailor the development to this particular property as part of the property is in the floodplain and it is adjacent to existing single-family homes.

Staff Analysis:

Staff believes that a multi-family land use can be an appropriate use of this property and is in keeping with the comprehensive plan. However, staff is requesting that the Planning and Zoning Commission consider recommending some changes to the Residential Planned Development

prior for City Council consideration. The most important consideration for this rezoning request is the compatibility of the proposed project with the existing single-family homes. The proposed apartment buildings are out of scale with the adjacent existing development because the applicant is proposing three story buildings. Though the applicant has agreed to a 25-foot buffer between the apartments and any residentially zoned or developed property next door, three stories next to mostly single-story homes is not contextually cohesive. It would be appropriate in this case to request a two-story and 25-foot maximum height for units one through four that are closest to the rear yards of the homes facing Debus Drive. The proposed buildings also utilize the first floor exclusively for garage parking which does not support the Comprehensive Plan's goal of creating "human scale" development. Staff recommends revising the architecture of the proposed apartment buildings to reduce the prominence of the garage doors on the first floor of the buildings.

The Comprehensive Plan includes Land Use Goals and Objectives along with associated actions to achieve those objectives. Some of the relevant Comprehensive Plan goals, objectives, and actions to consider for this request case include:

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

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

Action L1.5: Take advantage of the conceptual design phase of the platting process to encourage and require effective and creative development planning taking advantage of good urban design on a human scale.

In addition to the Land Use Objectives, the Comprehensive Plan includes general Planning Principles and Policy Guides. Some of the relevant statements include:

- *Compatibility with existing uses should be maintained. Well-planned, mixed uses that are compatible are to be encouraged.*
- *Housing should be available for all income levels.*
- *There should be a variety of housing types on a variety of lot sizes to create complementary neighborhoods.*

The City uses the Future Land Use Plan (FLUP) map as a guide as it is the visualization of the vision for Taylor that was established during the last Comprehensive Planning process. As the FLUP was created almost 20 years ago it is not always current, especially with the surge in the housing sales that Taylor is experiencing. At times, the FLUP has to change to keep up with the current climate. If the applicant's request to change the FLUP designation from Single-Family to Multi-Family the request to re-zone the subject property to Multi-Family and the considerations the City Staff has included in this report are agreed to by the applicant then the request will be consistent with the Comprehensive Plan.

Alongside the Land Use Objectives, the Comprehensive Plan includes general Planning Principles and Policy Guides to incorporate into decisions and land use management. Some of the relevant statements include:

In General

- *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.*

Residential

- *Residential and commercial areas may be adjacent if separated by a buffer.*
- *Residential developments should include adequate area for parks and recreation facilities, schools and churches, and other public facilities.*
- *Housing should be available for all income levels.*
- *There should be a variety of housing types on a variety of lot sizes to create complementary neighborhoods.*

Staff Recommendation

Staff recommends approval of the requested re-zoning contingent upon:

- the approval of the Future Land Use Plan Amendment request associated with this re-zoning request; and
- revisions to the Planned Development to address compatibility with the adjacent single-family homes by reducing the height of the proposed apartment buildings; and
- revising the architecture of the buildings by reducing the prominence of garage doors on the front facades of the buildings to meet the goal of the Comprehensive Plan of creating “human scale” development.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for Residential Planned Developments and the base zoning and making a recommendation to City Council.

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

- **Is the request consistent with the Comprehensive Plan?**

Staff analysis indicates this request would be consistent with the Comprehensive Plan if the FLUP amendment were approved and the applicant agrees to adjust the scale of units one through four and address the architecture of the buildings as mentioned previously in the Staff Analysis. Keeping **Objective L1; Action L1.5** in mind scale is integral to infill development as new development must be compatible with the existing development. Also, the FLUP Narrative states: Multi-Family Residential (Orange): Multi-family residential dwellings, typically identified as duplexes, triplexes, quadruplex, and apartments. Unlike the other residential categories, this classification generates sufficient traffic and utility impacts to be treated as nonresidential uses and is best located at the intersections of major arterials (4-6). As stated above in the analysis, the request does promote **Objective L1; Action L1.1** (encouraging compatible development and a variety of housing types within neighborhoods). Further, the Comprehensive Plan states “additional higher density multifamily and infill projects [are recommended] to curb sprawl” (p. 4-1). As we are experiencing growth encouraging infill development as one mechanism to use our existing infrastructure efficiently and increases in the density where infrastructure exists decreases the cost of maintenance.

- **Is the request compatible with the surrounding area?**

The staff analysis of the existing land uses indicates the subject property is in an area that has a variety of housing types including single-family land uses to the west, duplexes, and multi-family to the east and southeast. To the north and south, the land has been underutilized just as the subject property has been. Though the City cannot predict which projects will come to fruition, there have been a variety of housing types proposed on the south side of Cecilia Street and to the north off Sloan Street. As the request is adjacent to different types of housing it is compatible with existing uses; however, as proposed, the project is not in context with the existing development without some adjustment being made as recommended above.

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

Staff believes this request will promote the public health, safety, and general welfare once the planned development ordinance is revised.

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

The developer will be required to construct Cecilia Street during the platting process as it was not constructed during the previous platting process. Water and wastewater are available in the area – there is currently a 6” water line and an 8” wastewater line which runs through the subject property. Any improvements to the water and wastewater system will be determined at platting and, typically, the cost of improvements is borne by the developer.

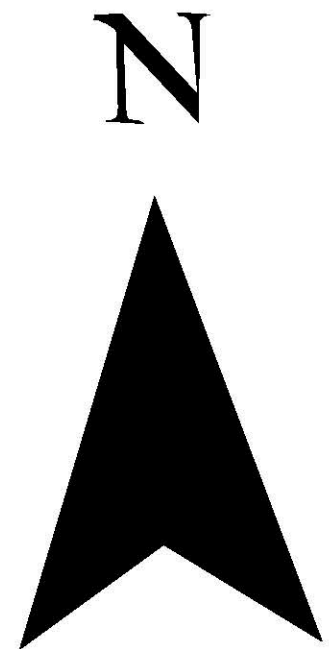
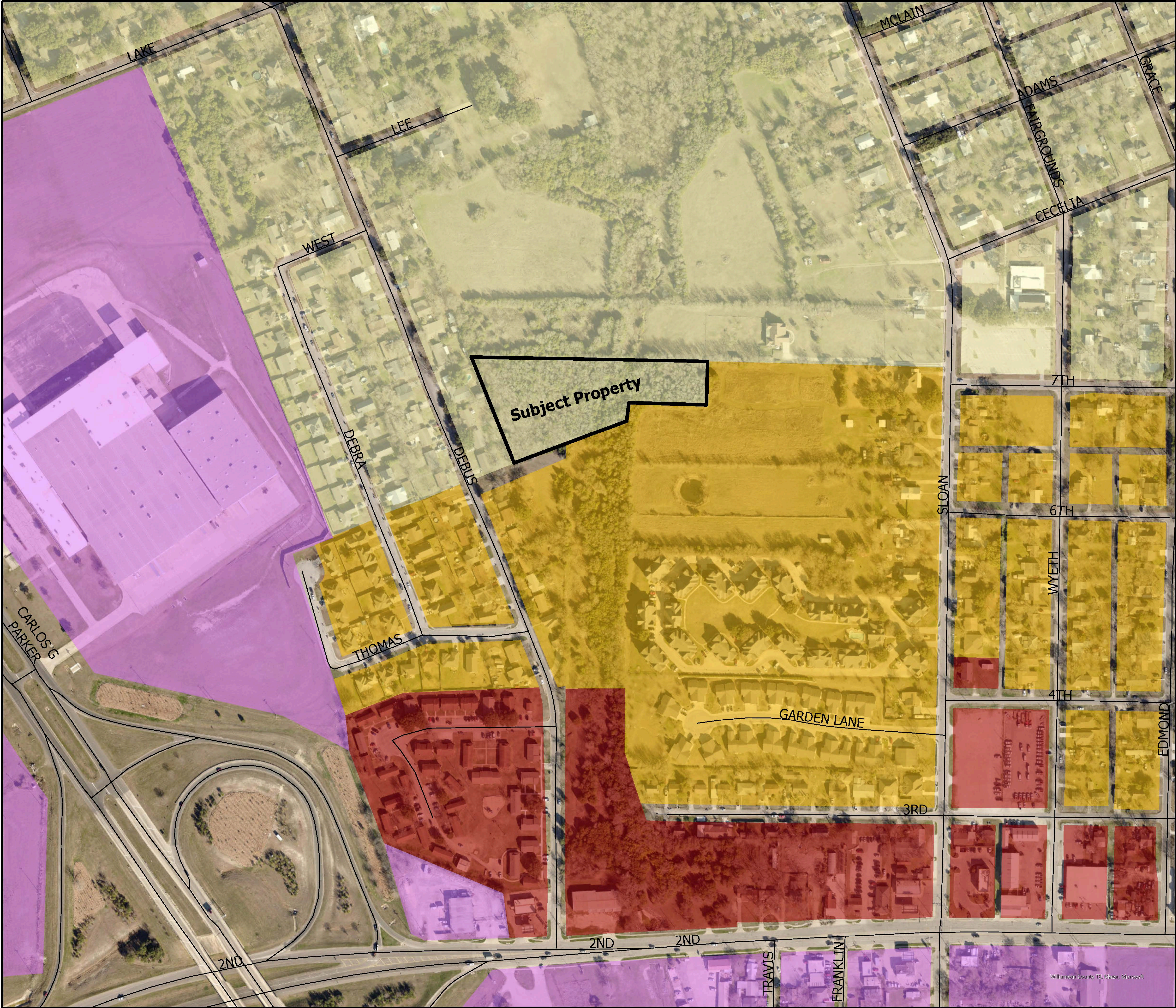
- **Do current conditions indicate that a change is necessary?**

As mentioned, for the first time in a long time, Taylor is experiencing significant growth. Much of the growth has been in the housing market. The existing housing varies but the vast majority of the new housing stock is single-family detached housing. Single-family detached houses do meet the needs of many people but there are other people whose needs are not being met as there have been no new apartments built in some time. Additionally, we have been and must continue to promote infill development, so we stop underutilizing the land and existing infrastructure. Further, we must encourage maximizing our resources to build a strong, deep, and healthy economy for those vested in this community. The City must manage the growth so that the new development is directed methodically, lessening leapfrog and fringe development; both of which are inefficient and lead to more alienation and lack of community spirit.

Attachments:

1. Location Map
2. Current Zoning Map
3. Future Land Use Plan Map
4. Proposed Zoning Map
5. Ordinance 2021-12 with exhibits
6. Hold the public hearing and introduce Ordinance 2021-12, regarding

7. zoning map amendment to the official zoning map to re-zone approximately 2.941 acres of Single-Family Residential Zoning District (R-1) to 2.941 acres of Multi-Family Residential Zoning District with a Residential Planned Development Overlay (MF-1/RPD), located at about 1,400 feet north of the intersection of Debus Drive and West 2nd Street and north of the end of the Cecilia Street right-of-way, from Single-Family to Multi-Family.



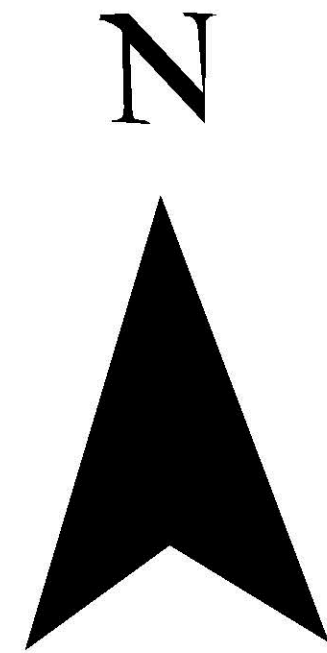
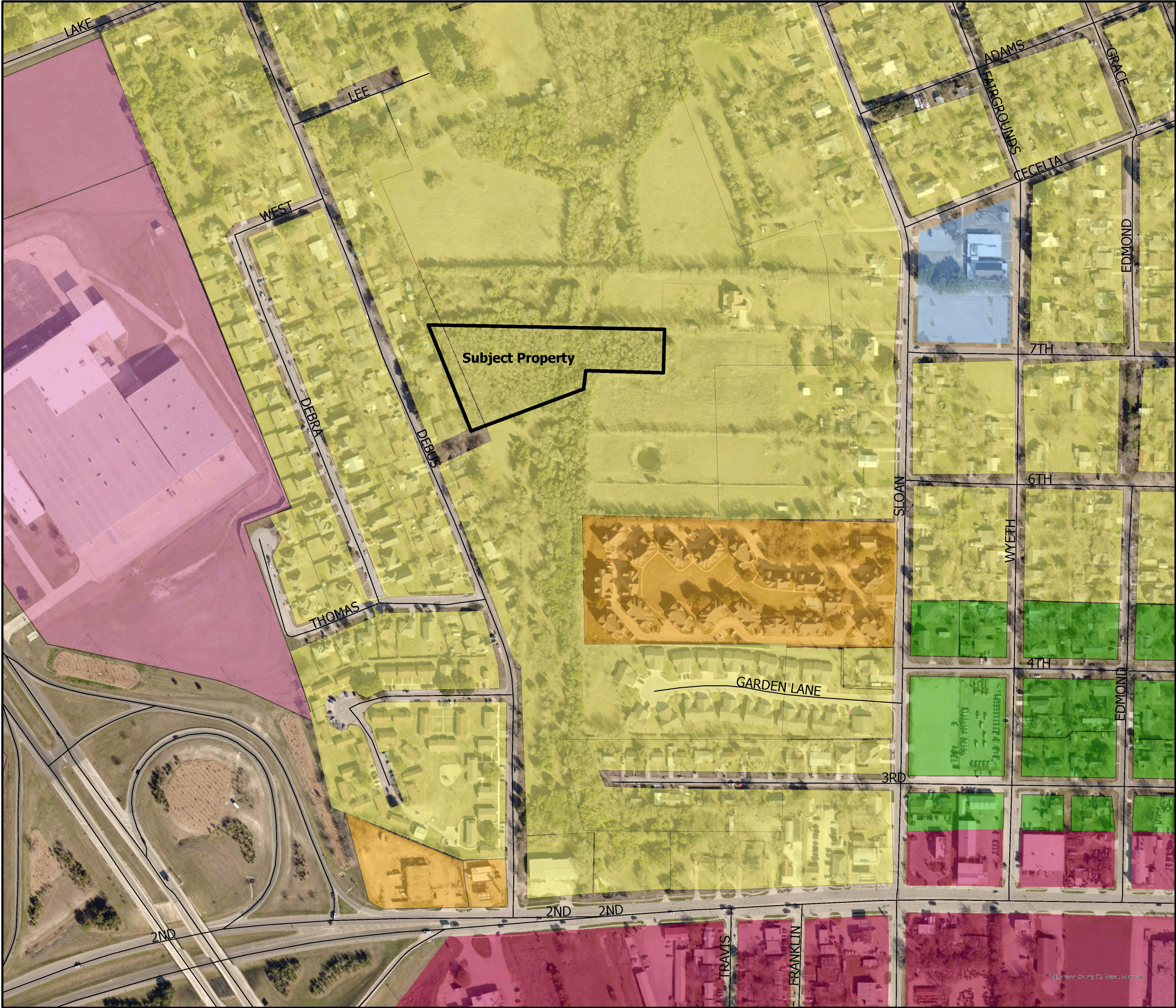
PZ-2021-1299
Current Zoning
North of Cecilia St. and East of
Debus Dr.
Approximately 2.941 Acres

Legend

- Streets
- ZONING
 - B-1
 - M-1 Light Industrial
 - MF-2 Multi-Family
 - R-1 Single Family
- ▭ Subject Property



0 205 410 820 US Feet



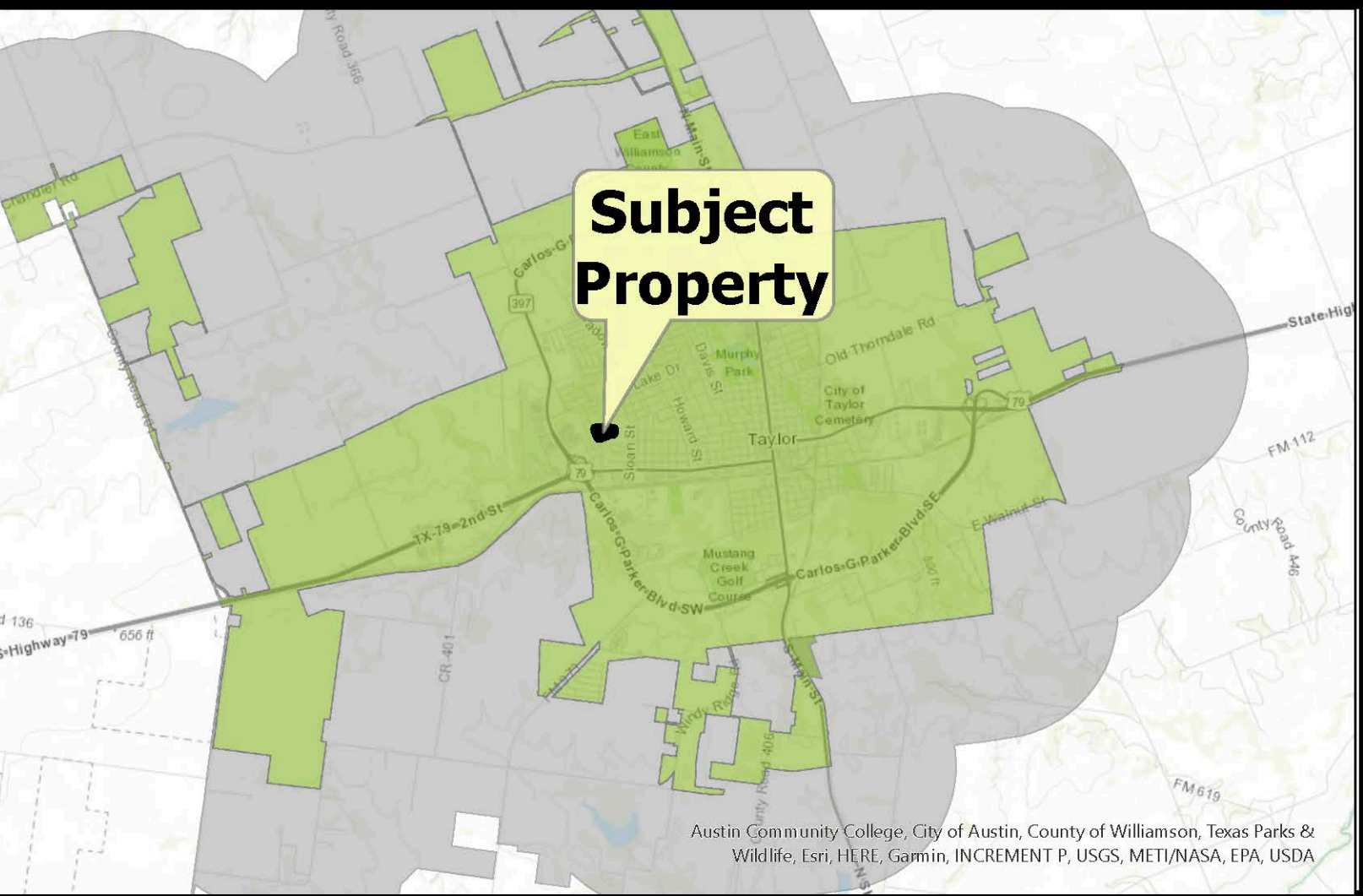
PZ-2021-1299

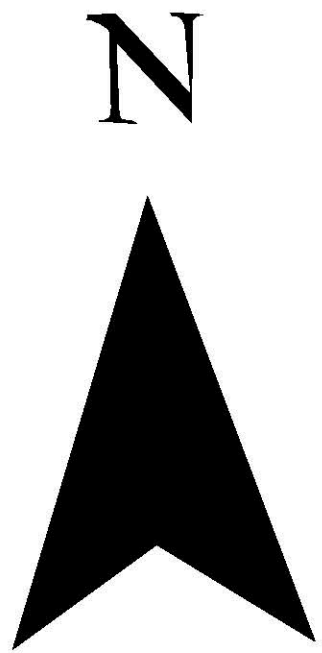
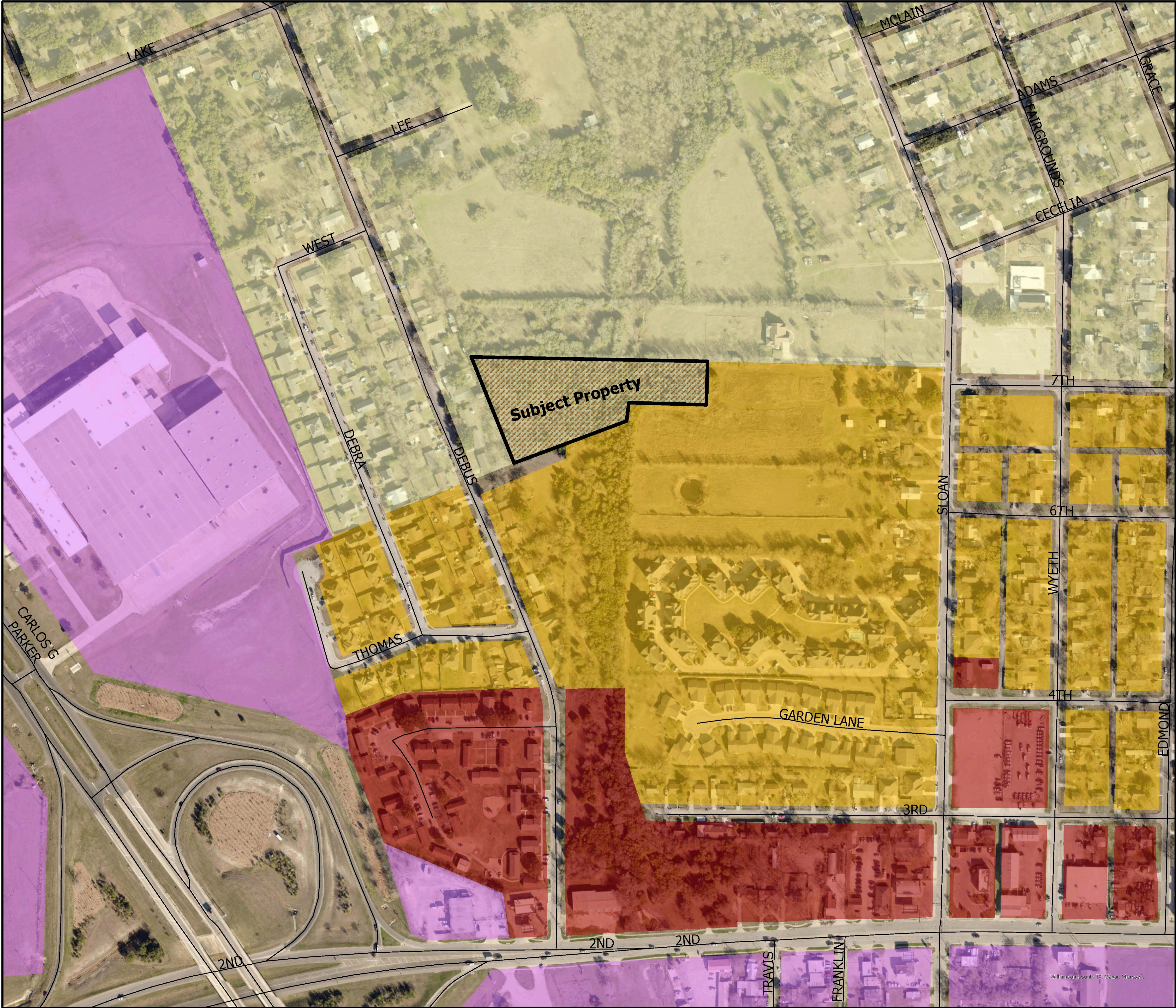
**Future Land Use Plan Map
North of Cecilia St. and East of
Debus Dr.**

Approximately 2.941 Acres

Legend

- Streets
- 2013 Future Land Use
- BUSINESS PARK
- COMMERCIAL
- DOWNTOWN NEIGHBORHOOD
- SINGLE FAMILY
- MULTI FAMILY
- SEMI-PUBLIC/INSTITUTIONAL
- ROW
- Subject Property





PZ-2021-1299
Proposed Zoning
North of Cecilia St. and East of
Debus Dr.

Approximately 2.941 Acres

Legend

- Streets
- ZONING
 - B-1
 - M-1 Light Industrial
 - MF-2 Multi-Family
 - R-1 Single Family
 - Proposed MF-1/RPD Zoning



ORDINANCE NO. 2021-12

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 2.941 ACRES FROM SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1) TO MULTI-FAMILY WITH A RESIDENTIAL PLANNED DEVELOPMENT OVERLAY (MF-1/RPD), LOCATED AT ABOUT 1,400 FEET NORTH OF THE INTERSECTION OF DEBUS DRIVE AND WEST 2ND STREET AND NORTH OF THE END OF THE CECILIA STREET RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCEL R019780; PART OF AND OUT OF THE WILLIAM R. WILLIAMS SURVEY, ABSTRACT NO. 665, 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 May 27, 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 Single-Family Residential Zoning District (R-1) to Multi-Family with a Residential Planned Development overlay (MF-1/RPD); and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on May 11, 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 Single-Family Residential Zoning District (R-1) to Multi-Family with a Residential Planned Development overlay (MF-1/RPD).

SECTION 3. The Residential Planned Development overlay hereby referred to as the Cecilia Street Multifamily Residential Planned Development that shall be applied to the Property is described in Exhibit “B” attached hereto and incorporated by reference herein.

SECTION 4. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from Single-Family Residential District (R-1) to Multi-Family with a Residential Planned Development overlay (MF-1/RPD) as shown in Exhibit “C” attached hereto and incorporated herein for all purposes.

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

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

SECTION 7. In accordance with Article VIII of the City Charter, Ordinance 2021-12 was introduced before the Taylor City Council on the 27th day of May, 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

EXHIBIT A
(legal description)

DRAFT

EXHIBIT B
(zoning map)

DRAFT

EXHIBIT C
(planned development overlay)

DRAFT

EXHIBIT A

THE STATE OF TEXAS COUNTY OF WILLIAMSON

Being a 2.941 acre (128,132 square feet) tract of land out of the WILLIAM R. WILLIAMS SURVEY, A-665, located in Williamson County, Texas, said 2.941 acre tract being all of a called 2.974 acre tract as conveyed from Annie S. Dana, a widow to Lonnie L. Raschke, filed May 18, 1972 and recorded in Volume 549, Page 318 of the Deed Records of Williamson County, Texas (DRWC), said 2.941 acre tract being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on September 9, 2020. All bearings shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, and being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found for the Southeast corner of Block 2, Sunset Addition as recorded in Cabinet A, Slide 262 of the Plat Records of Williamson County, Texas, the Southwest corner of the said 2.974 acre tract in the North line of a Cecelia Street (undeveloped), and marking the Southwest corner of the herein described tract;

THENCE, North 21°45'12" West, with the East line of said Sunset Addition and the West line of said 2.974 acre tract, a distance of 336.36 feet (called 338.60 feet), to a 1/2 inch iron rod found for the Northwest corner of the said 2.974 acre tract, the Southwest corner of Hummingbird Fields, a subdivision recorded in Document No. 2009085909 of the Official Public Records of Williamson County, Texas (OPRWC), and marking the Northwest corner of the herein described tract;

THENCE, South 89°01'37" East, with the South line of said Hummingbird Fields and the North line of said 2.974 acre tract, a distance of 686.77 feet (called 690.50 feet), to a 1/2 inch iron rod found for the Northeast corner of the said 2.974 acre tract, the Northwest corner of a called 2 acre tract as conveyed from T.F. Pierce and wife, Iris Eilers Pierce to Gladys Nell Klein, filed November 9, 1961 and recorded in Volume 447, Page 562 DRWC, and marking the Northeast corner of the herein described tract;

THENCE, South 00°07'36" East, with the West line of said 2 acre tract and the East line of said 2.974 acre tract, a distance of 123.00 feet (called 124.90 feet), to a 1/2 inch iron rod found for the Southeast corner of the said 2.974 acre tract, the Southwest corner of said 2 acre tract, being in the North line of a called 1.88 acre tract as conveyed from Gloria Ann Wright to Tammy Anne Sharp, filed February 15, 2019 and recorded in Document No. 2019012209 OPRWC, and marking the Southeast corner of the herein described tract;

THENCE, South 89°53'44" West, with the North line of said 1.88 acre tract and a South line of the said 2.974 acre tract, passing a 3/4 inch iron pipe at a distance of 218.67 feet, and continuing for a total distance of 232.90 feet (called 229.00 feet), to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for an interior corner of the said 2.974 acre tract, the Northwest corner of the said 1.88 acre tract, and marking an interior corner of the herein described tract;

EXHIBIT A

THENCE, South 00°06'16" West, with the West line of said 1.88 acre tract and the lower East line of the said 2.974 acre tract, a distance of 45.93 feet (called 49.00 feet), to a 1/2 inch iron rod found near an old fence post for the Southeast corner of the said 2.974 acre tract, the Northeast corner of a called 5.528 acre tract as conveyed from Cynthia A. McLaughlin, Trustee of the Hofmeister and McLaughlin Living Trust, dated 11/19/2018 to One World Development, LLC, a Texas Limited Liability Company, filed May 18, 1972 and recorded in Document No. 2020047328 OPRWC, and marking the Southeast corner of the herein described tract;

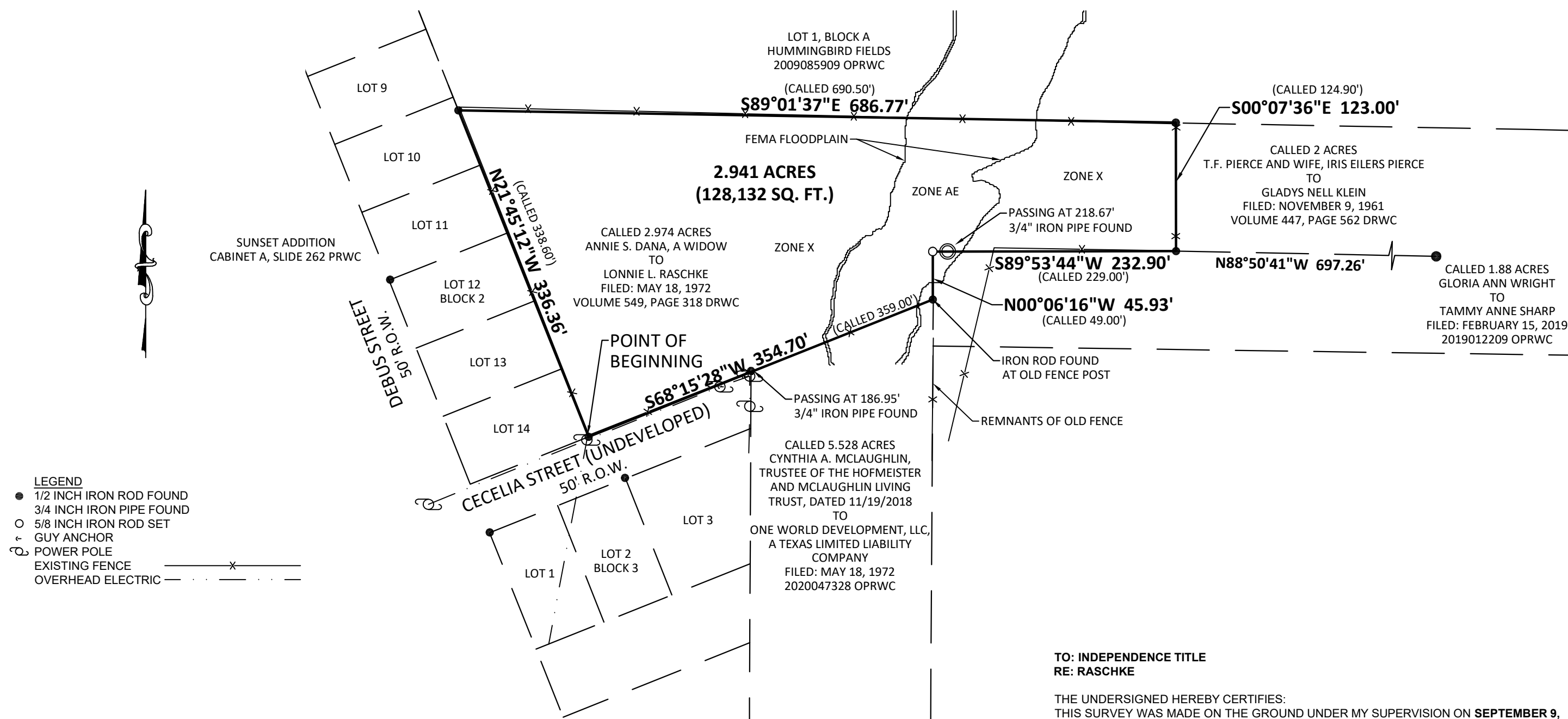
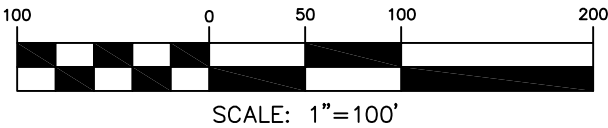
THENCE, South 68°15'28" West, with the common line of the said 2.974 acre tract and the said 5.528 acre tract, passing at a distance of 186.95 feet, a 1/2 inch iron rod found at the Northwest corner of the said 5.528 acre tract and the North corner of said Cecelia Street, and continuing for a total distance of 354.70 feet (called 359.00 feet), to the **PLACE OF BEGINNING**, containing within these metes and bounds 2.941 acres (128,132 square feet) of land, more or less.

Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194591



BEING A 2.941 ACRE (128,132 SQUARE FEET) TRACT OF LAND OUT OF THE WILLIAM R. WILLIAMS SURVEY, A-665, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAID 2.941 ACRE TRACT BEING ALL OF A CALLED 2.974 ACRE TRACT AS CONVEYED FROM ANNIE S. DANA, A WIDOW TO LONNIE L. RASCHKE, FILED MAY 18, 1972 AND RECORDED IN VOLUME 549, PAGE 318 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

EXHIBIT A



- LEGEND
- 1/2 INCH IRON ROD FOUND
 - 3/4 INCH IRON PIPE FOUND
 - 5/8 INCH IRON ROD SET
 - ⊥ GUY ANCHOR
 - ⊕ POWER POLE
 - X — EXISTING FENCE
 - · · · — OVERHEAD ELECTRIC

NOTES:

1. NO TITLE COMMITMENT WAS SUPPLIED OR REVIEWED FOR THIS PROJECT. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
2. 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
3. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.

- ABBREVIATIONS
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - R.O.W. = RIGHT-OF-WAY



TO: INDEPENDENCE TITLE
RE: RASCHKE

THE UNDERSIGNED HEREBY CERTIFIES:
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **SEPTEMBER 9, 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 WILLIAMSON COUNTY, TEXAS, COMMUNITY PANEL NUMBER **48491C0533F**, **EFFECTIVE DECEMBER 20, 2019**, THE SUBJECT TRACT IS LOCATED IN **ZONES "X & AE"**, WHICH IN THIS CASE **IS PARTIALLY** LOCATED IN A SPECIAL FLOOD HAZARD AREA.

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

DRAWN BY: CJH	DATE: 09/09/2020
	JOB NO.: 4043.001
SCALE: 1" = 100'	
SHEET 1 OF 1	

LAND TITLE SURVEY

KONTUR
TECHNICAL, LLC

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

EXHIBIT B
CECELIA STREET MULTIFAMILY
RESIDENTIAL PLANNED DEVELOPMENT

PROPERTY

The subject property is located north of an undeveloped portion of the Cecelia Street right-of-way between Debus Drive and Sloan Street. The tract includes approximately 2.94 acres of land, as more particularly described in Exhibit A. No address is currently assigned to the property.

PURPOSE

The purpose of the request is to construct multi-family dwelling units. To move forward with our project we are making application for a Residential Planned Development overlay with Multi-Family Zoning District base zoning (MF-1/RPD).

CONCEPT SITE LAYOUT & LAND USE

A conceptual layout of the site has been attached to this RPD as Exhibit B.1 to illustrate where the buildings, amenities and private drive are being proposed on the property. The primary use of the development shall be for multifamily apartment buildings; fourplexes are being proposed. Each unit will include 3 bedrooms, 2 bathrooms and a 2-car garage. Architectural renderings have been included as Exhibits B.2.1 and B.2.2. Buildings which are oriented toward adjacent existing single-family residential homes may not have balconies on the rear of the buildings. Units are not required to face the street which they are addressed from.

PLANNED DEVELOPMENT STANDARDS

Deviations from Zoning Ordinance	
	MF-1/RPD
Setbacks	
Sides Adjacent to Residential (feet)	25
Street Frontage Setback (feet)	25
Interior Side Setback (feet)	10
Maximum Density	36 dwelling units
Off-Street Parking Spaces (per dwelling unit)	2

STREET REQUIREMENTS

The project will include the construction of Cecelia Street in the existing right-of-way from Debus Drive to the end of the Cecelia Street adjacent to the subject tract. The typical section for this street design is shown on the attached Exhibit B.4.

SIDEWALKS

A four-foot wide sidewalk will be constructed along the north side of Cecelia Street in the public right-of-way. On the interior of the site, a private sidewalk will provide pedestrian access between all units and the Cecelia Street right-of-way. Sidewalks will be provided from the off-street parking to the dwelling units. Sidewalks will be provided for access to the community amenities.

LANDSCAPE REQUIREMENTS

To ensure the sanctity of the adjacent single-family residential developments a vegetative buffer will be provided along the boundary of the community. Existing mature trees will be maintained when possible to provide screening between the property lines and the building setback lines. When it is not possible to use of existing trees for screening, 50 % of the trees used for screening will be evergreens that are canopy trees, or a screening fence will be installed. All landscaping selections shall be from the preferred plant list in Chapter 28 Vegetation of the City of Taylor Code of Ordinances. All common area landscaping shall be maintained by the Homeowner's Association. The Landscape Plan is Attached as B.3.

COMMON AREA AMENITIES

The following common area amenities are proposed on-site and located in the center of the community so neighboring single-family residential development will not be negatively impacted:

- A playground
- A covered patio and grill area
- A landscaped central courtyard

Each of the proposed common area amenities will be maintained by the Property Owner's Association. The final dimensions of each amenity shall be established during the site plan review phase.

SIGNAGE REQUIREMENTS

Entry signage will be placed at the entrance to the development, outside of the right-of-way, and in accordance with Chapter 24 of the Code. No off-premise signage will be installed.

PROPERTY OWNER'S ASSOCIATION

A Property Owner's Association shall be created to own and maintain the common area amenities, detention ponds, signage, private paving and sidewalks. The Property Owner's Association must be registered with the Texas Secretary of State.

LIST OF EXHIBITS

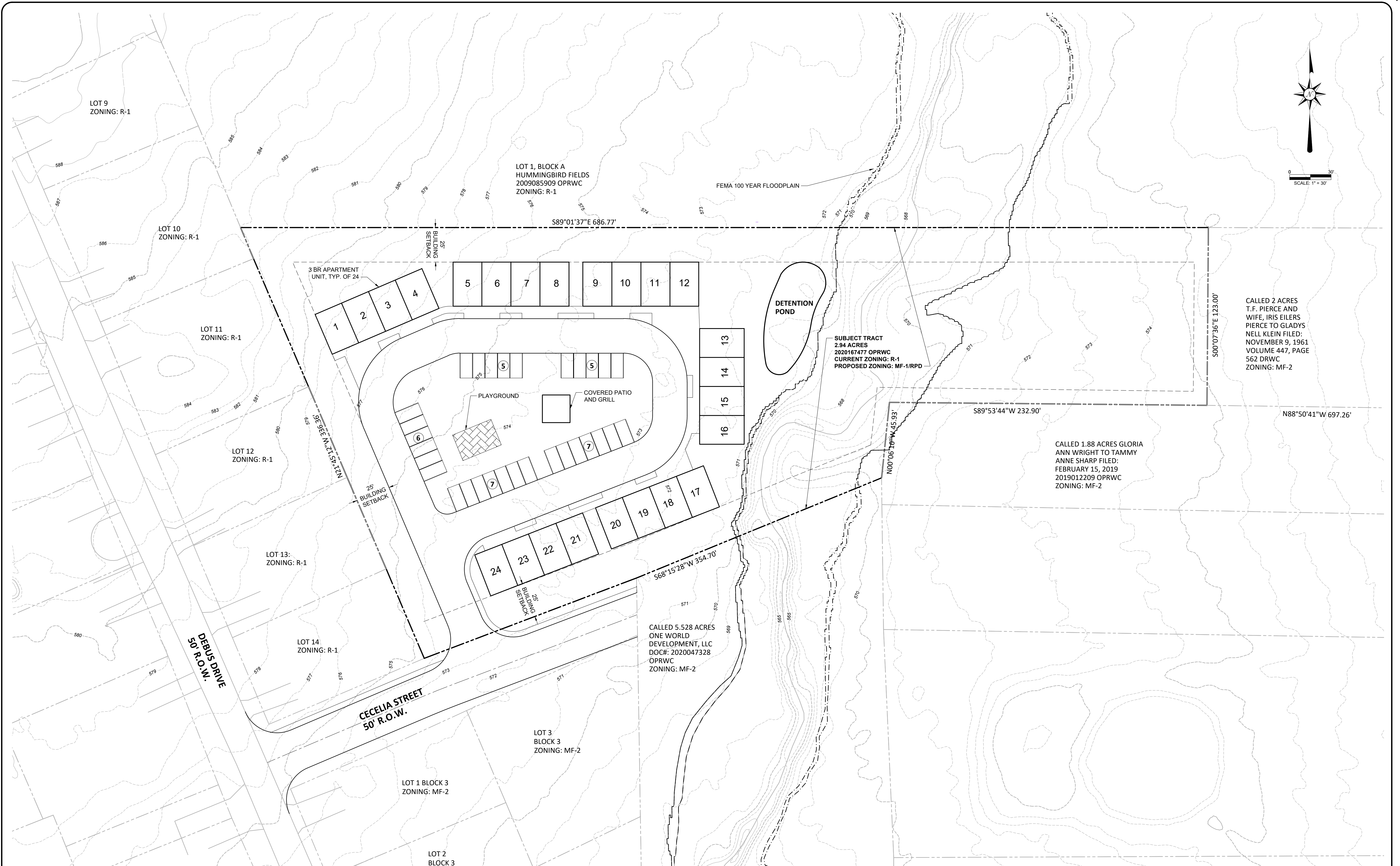
Exhibit B.1 – Conceptual Site Plan

Exhibit B.2.1 – Architectural Elevations

Exhibit B.2.2 – Architectural Axons

Exhibit B.3 – Conceptual Landscape Plan

Exhibit B.4 – Typical StreetSection



CALLED 2 ACRES
 T.F. PIERCE AND
 WIFE, IRIS EILERS
 PIERCE TO GLADYS
 NELL KLEIN FILED:
 NOVEMBER 9, 1961
 VOLUME 447, PAGE
 562 DRWC
 ZONING: MF-2

CALLED 5.528 ACRES
 ONE WORLD
 DEVELOPMENT, LLC
 DOC#: 2020047328
 OPRWC
 ZONING: MF-2

10200 HIGHWAY 290 W, SUITE 202
AUSTIN, TX 78737
512.366.5616
FIRM REGISTRATION NO. F-19483



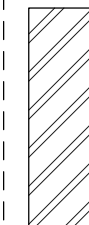
1 STREET FRONT
1/8" = 1'-0"



2 GREEN SPACE
1/8" = 1'-0"

EXHIBIT B.2.1

MATERIALS



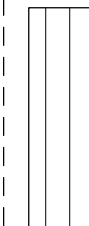
CMR

CORRUGATED METAL
ROOF:
COLOR: TBD
MFR: TBD



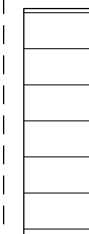
WINDOWS AND DOORS
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MFR: TBD

NOTE: Operable windows to have tested air infiltration rate of less than 0.2 CFM/sq.ft. Infiltration rate to be tested prior to install



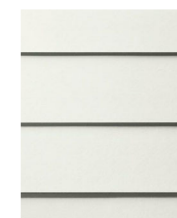
VS

HARDIBOARD VERTICAL SIDING:
COLOR: TBD
STYLE: TBD



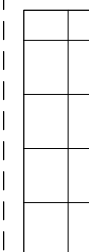
HS

HARDIBOARD HORIZONTAL SIDING:
COLOR: TBD
STYLE: TBD



MSV

MANUFACTURED STONE VENEER:
COLOR: TBD
STYLE: TBD

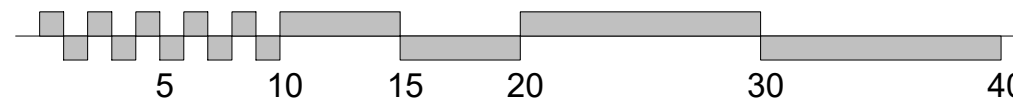


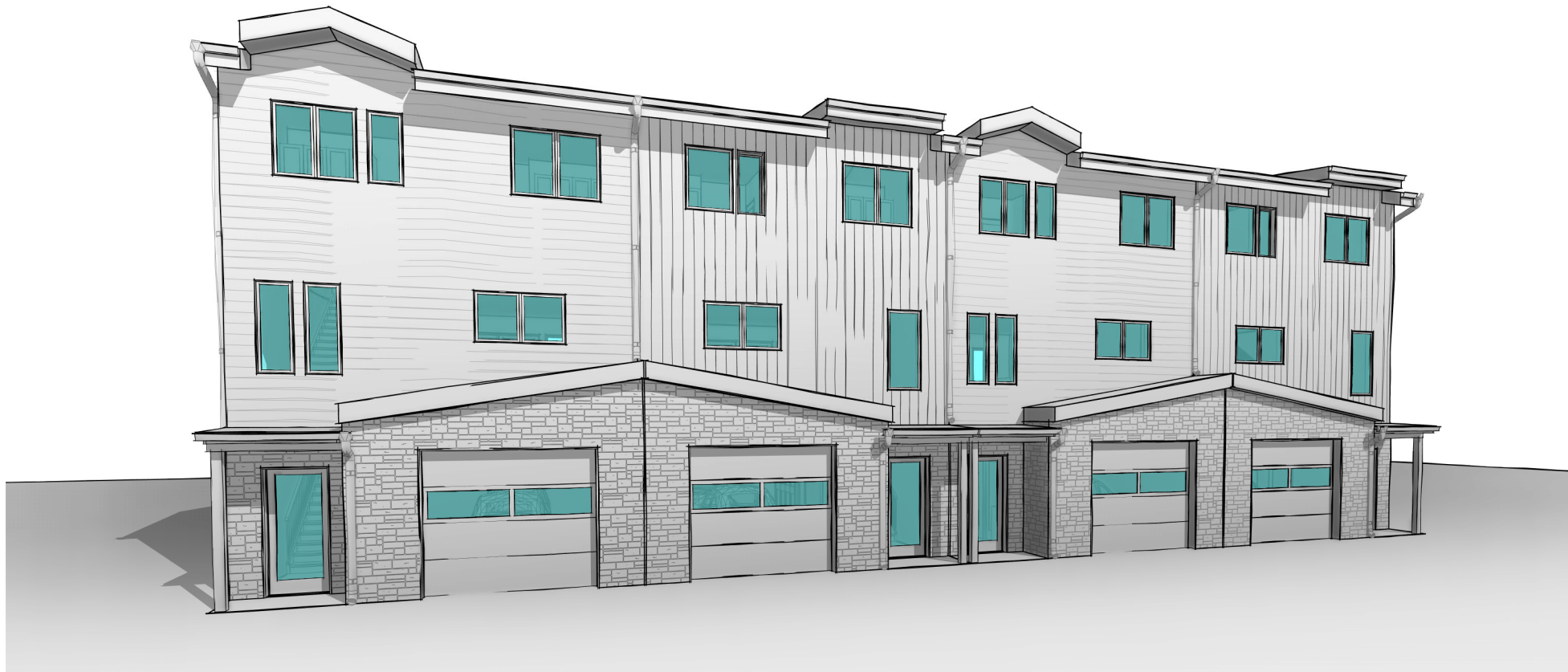
MPS

METAL PANEL SIDING:
COLOR: TBD
MFR: TBD

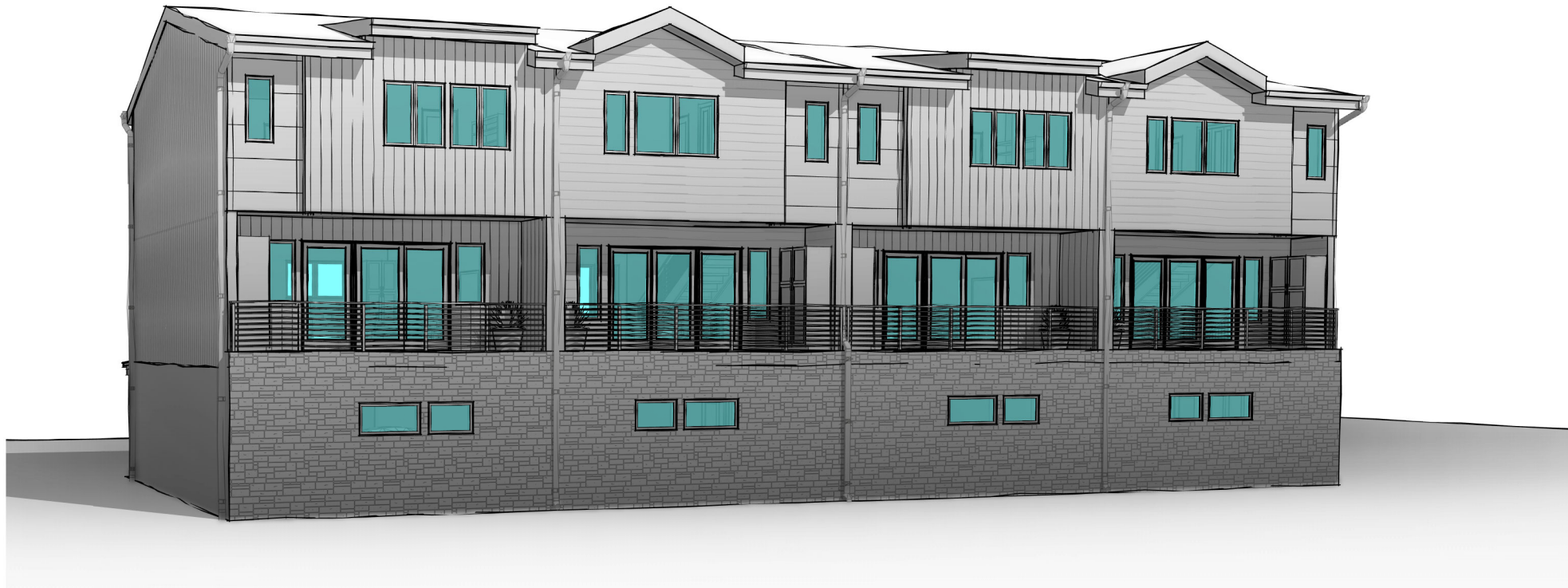


*** MATERIALS LISTED ABOVE ARE TO BE REFINED DURING THE BIDDING AND DESIGN DEVELOPMENT PHASE BEFORE EXACT SPECIFICATIONS ARE APPROVED BY OWNER & ARCHITECT



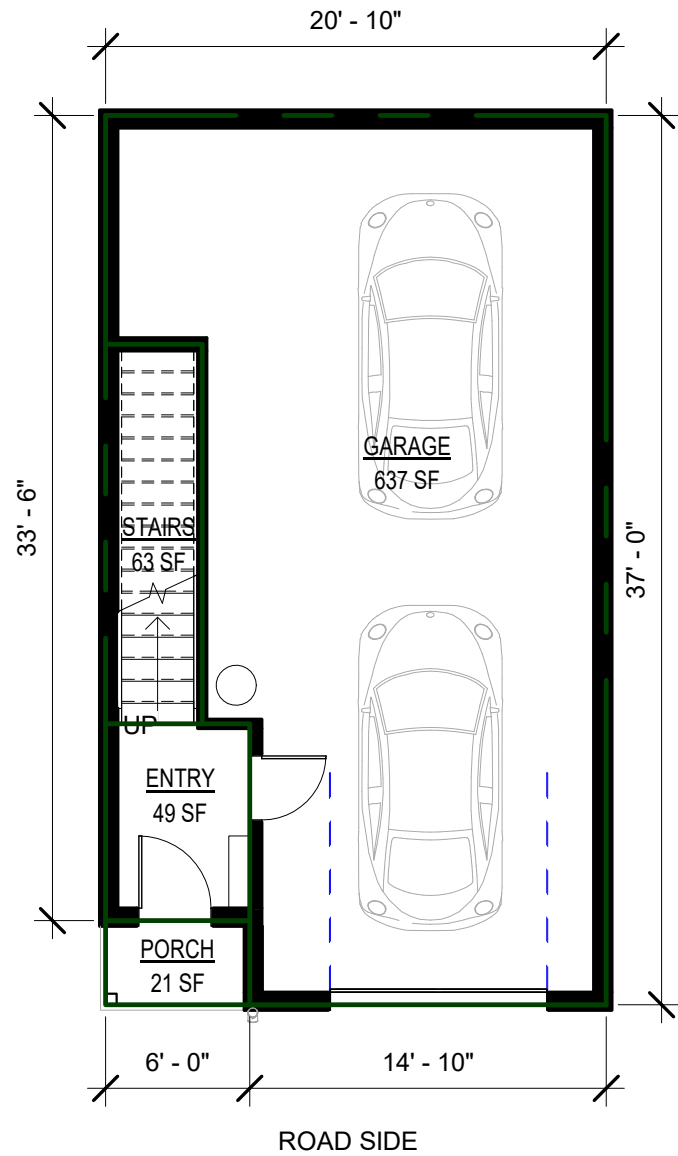


1 STREET VIEW

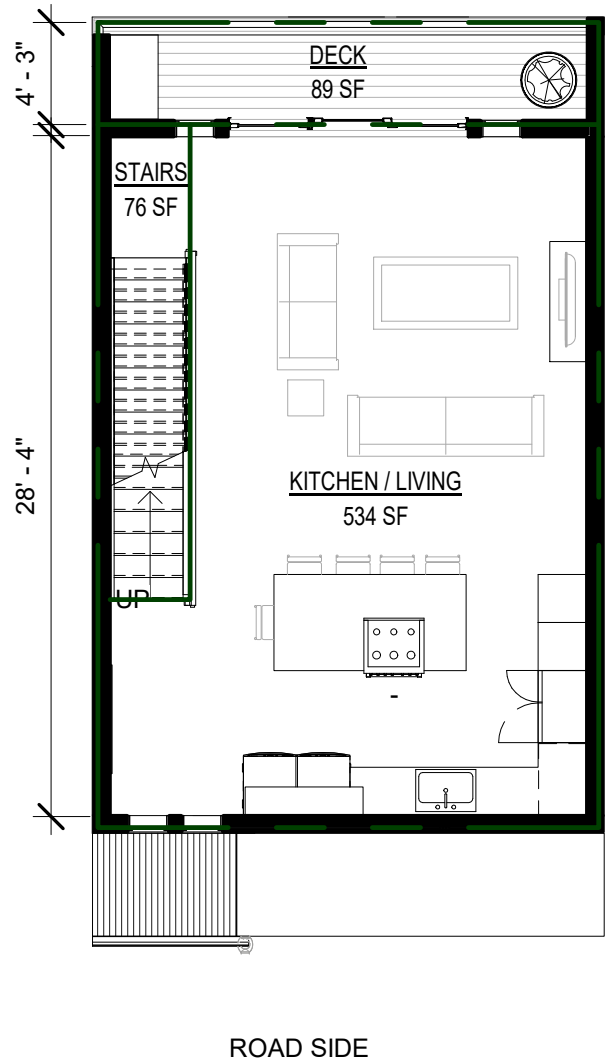


2 REAR VIEW

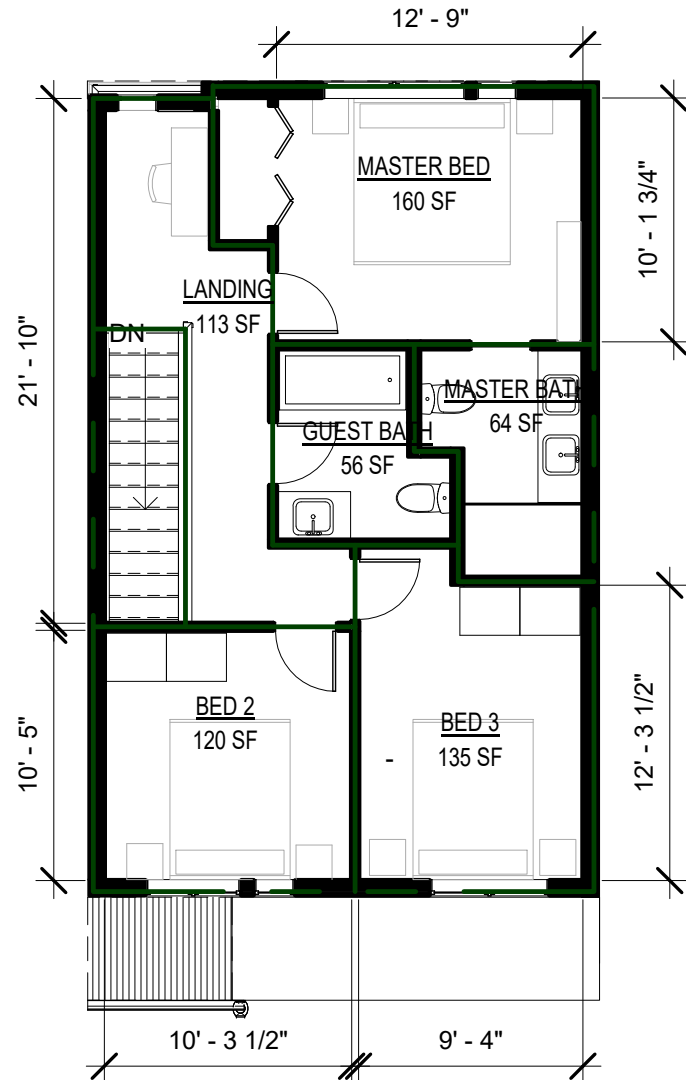
EXHIBIT B.2.2



1 Level 1
1/8" = 1'-0"



2 Level 2
1/8" = 1'-0"

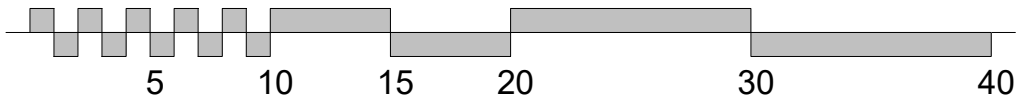


3 Level 3
1/8" = 1'-0"

AREA SCHEDULE		
Level	Name	Area

Level 1	ENTRY	49 SF
Level 1	GARAGE	637 SF
Level 1	PORCH	21 SF
Level 1	STAIRS	63 SF
Level 1		771 SF
Level 2	DECK	89 SF
Level 2	KITCHEN / LIVING	534 SF
Level 2	STAIRS	76 SF
Level 2		698 SF
Level 3	BED 2	120 SF
Level 3	BED 3	135 SF
Level 3	GUEST BATH	56 SF
Level 3	LANDING	113 SF
Level 3	MASTER BATH	64 SF
Level 3	MASTER BED	160 SF
Level 3		648 SF
		2117 SF

TOTAL CONDITIONED:	1,370 SF
TOTAL COVERED EXTERIOR:	110 SF
TOTAL UNCONDITIONED:	637 SF



NOT FOR CONSTRUCTION

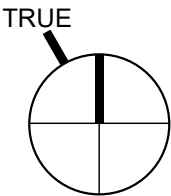
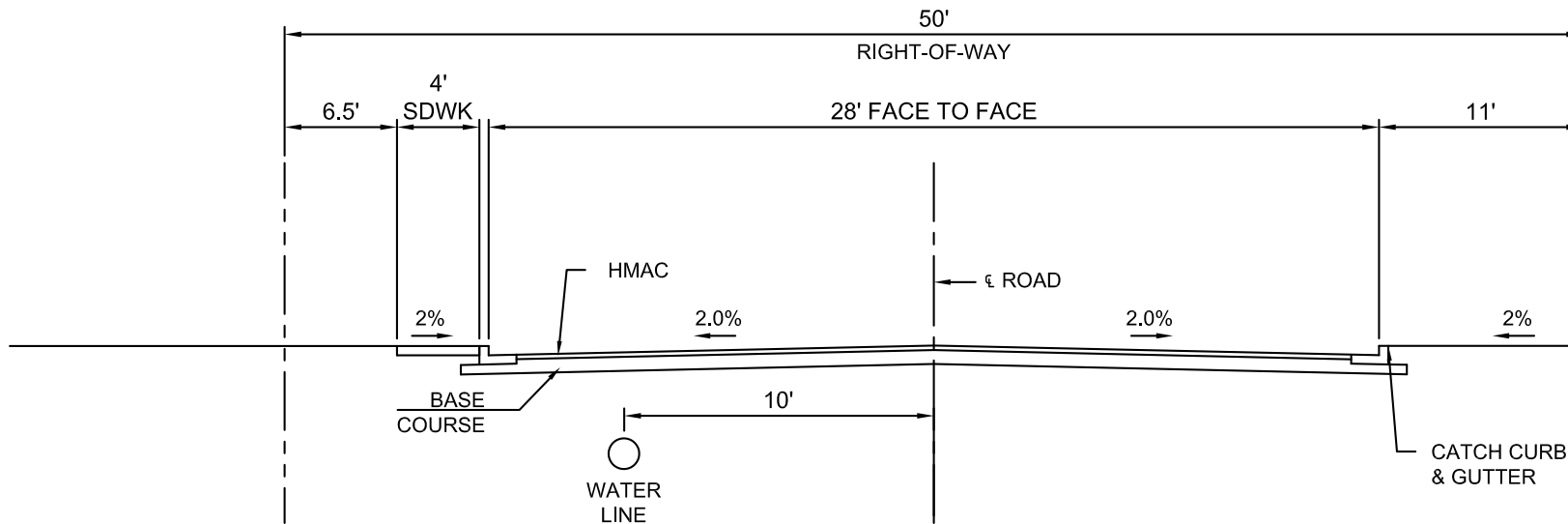


Exhibit B4



NOTE:
SEE PLANS FOR EXACT LOCATIONS OF UTILITY LINES.

TYPICAL SECTION THROUGH ROADWAY NOT TO SCALE

CECELIA STREET MULTIFAMILY
TYPICAL SECTION
EXHIBIT B.4

CIVIL INSITE, LLC
CONSULTING ENGINEERS
10200 HIGHWAY 290 W, SUITE 202
AUSTIN, TX 78717
512.366.5616
FIRM REGISTRATION NO. F-19483



City of Taylor City Council

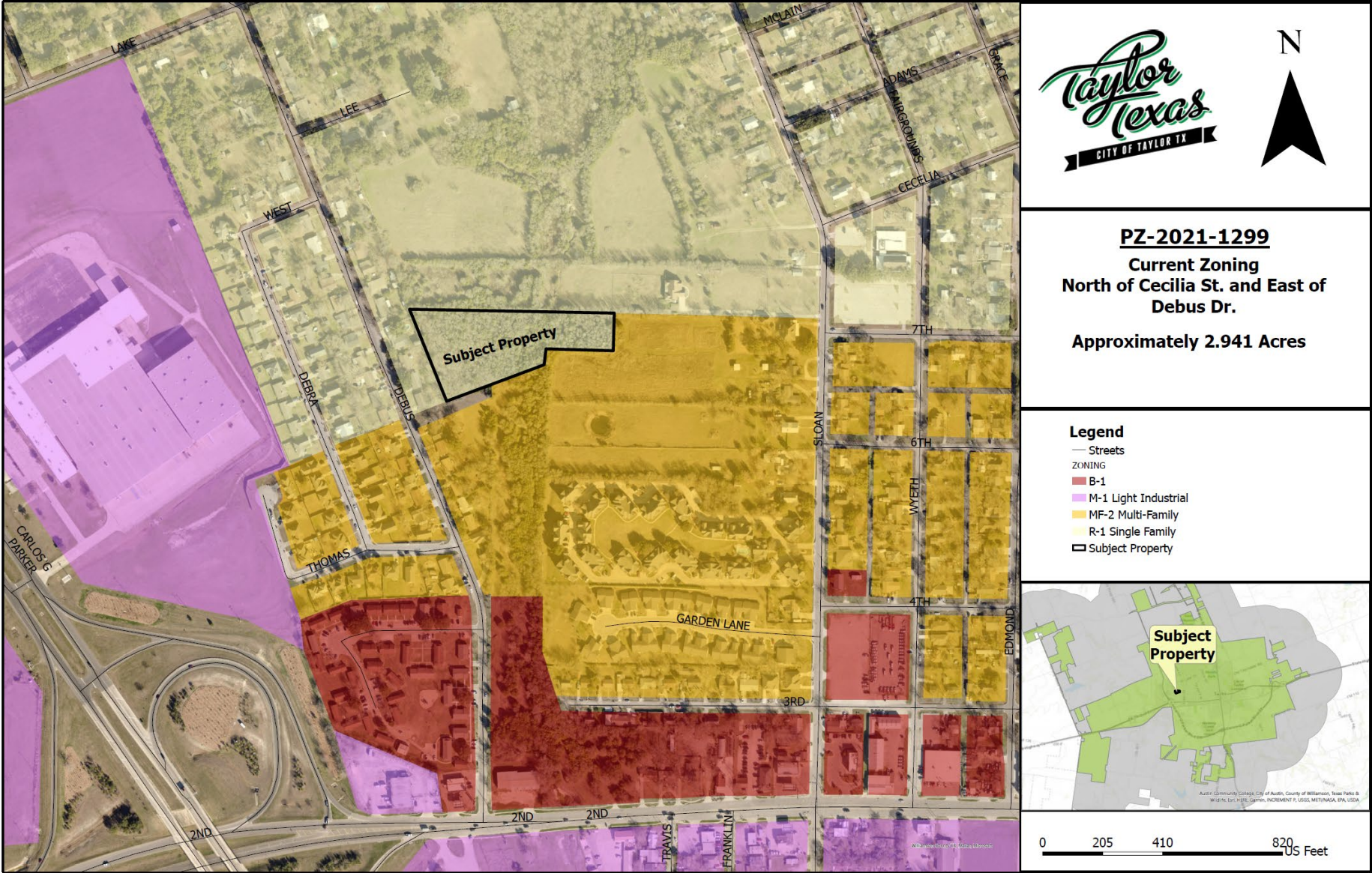
May 27, 2021

PZ-2021-1299

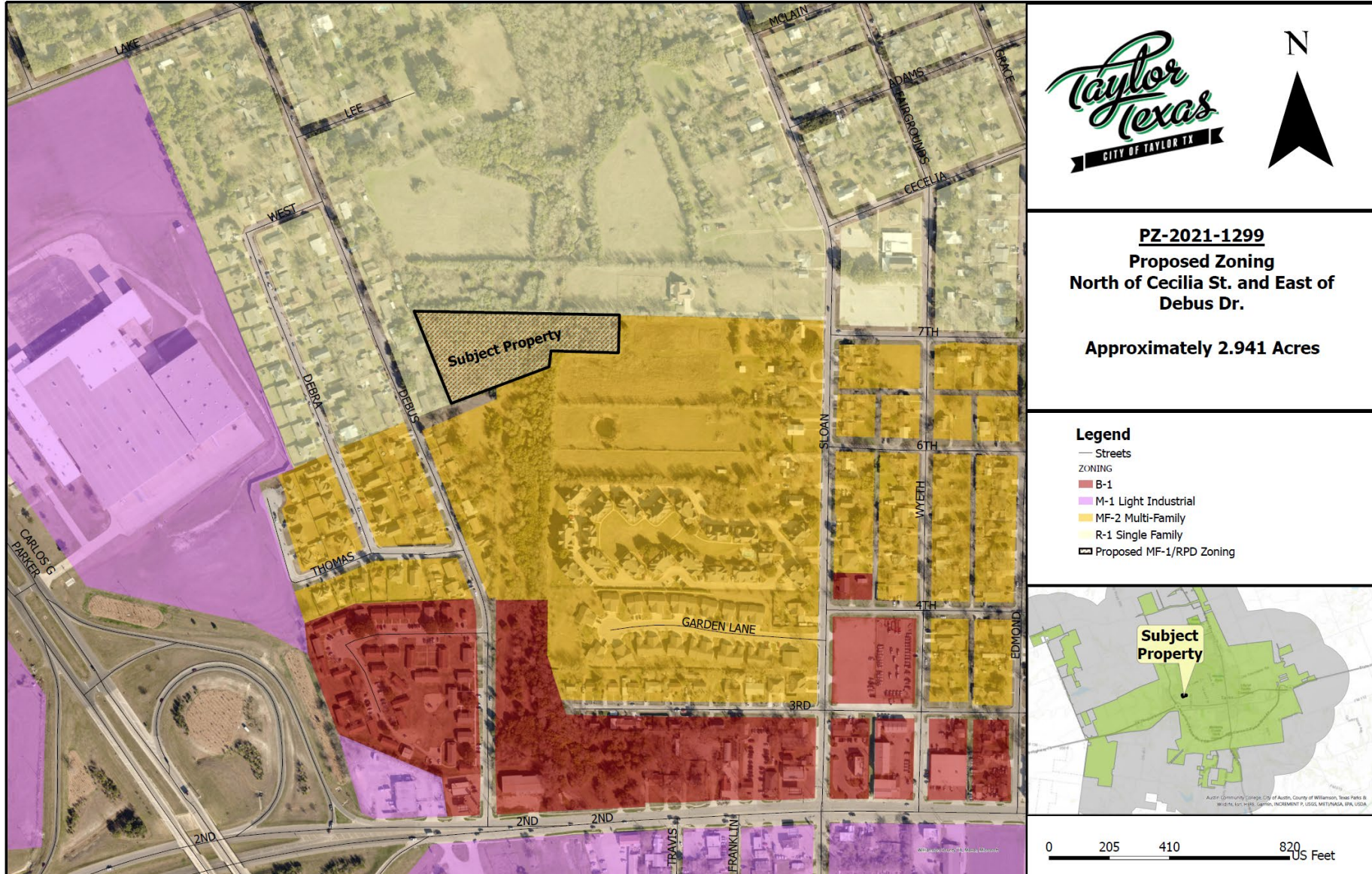
Change of zoning from Single-Family Residential (R-1) to Multi-Family Residential with a Residential Planned Development Overlay (MF-1/RPD)

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

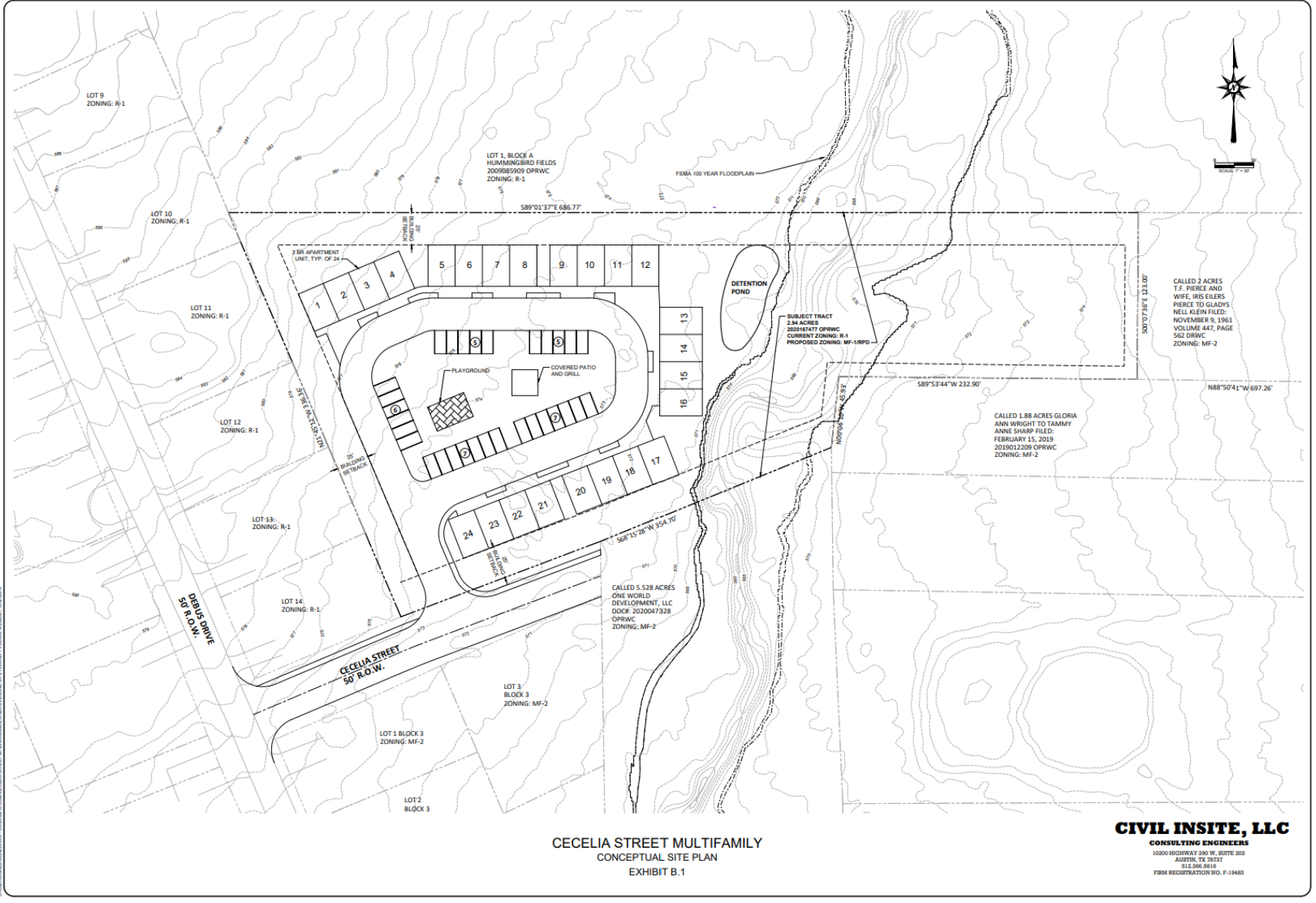
Current Zoning Map



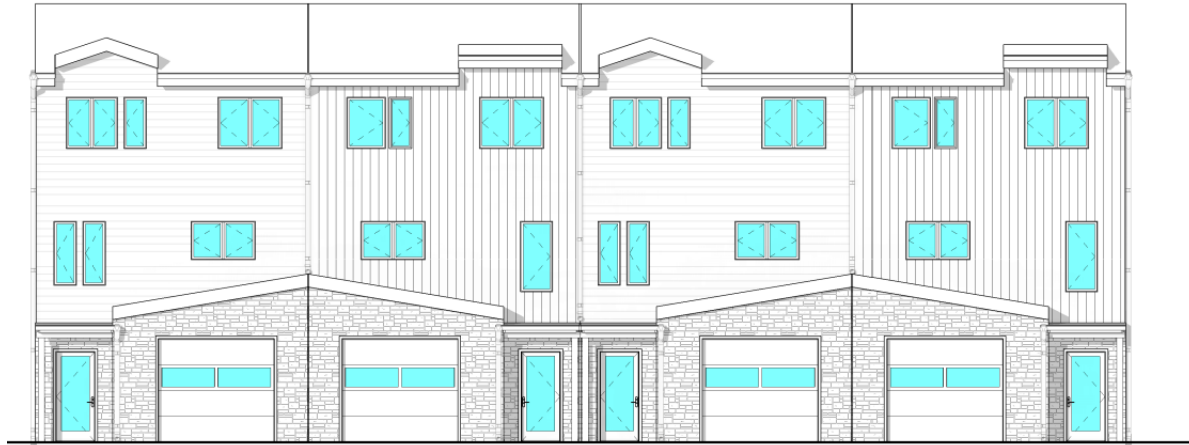
Proposed Zoning Map



Proposed Site Plan



Proposed Exterior Elevations

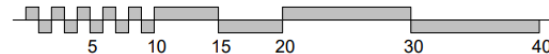


1 STREET FRONT
1/8" = 1'-0"

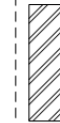


2 GREEN SPACE
1/8" = 1'-0"

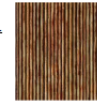
EXHIBIT B.2.1



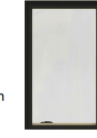
MATERIALS



CORRUGATED METAL
ROOF:
COLOR: TBD
MFR: TBD



WINDOWS AND DOORS
COLOR: TBD
MFR: TBD



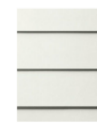
NOTE: Operable windows to have tested air infiltration rate of less than 0.2 CFM/sq. ft. Infiltration rate to be tested prior to install



HARDBOARD VERTICAL SIDING
VS
COLOR: TBD
STYLE: TBD



HARDBOARD HORIZONTAL SIDING
HS
COLOR: TBD
STYLE: TBD



MANUFACTURED STONE VENEER
MSV
COLOR: TBD
STYLE: TBD



METAL PANEL SIDING
MPS
COLOR: TBD
MFR: TBD



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ARCHITECTURAL 2

PO BOX 1153
MEADE, UTAH 84452
p: 435.456.1746
mccoykyle@meade.com

DATE:
2021 02 09

AUSTIN - TAYLOR
CECELIA STREET
TAYLOR, TX 76794

ELEVATIONS
3-BED

SHEET
NUMBER

AP201

14022021 16:13:44

Proposed Exterior Elevations



1 STREET VIEW



2 REAR VIEW

EXHIBIT B.2.2

ARCHITECTURAL²

PO BOX 1153
MCAB, UT 84522
p: 435-686-7145
cortneykizer@gmail.com

DATE:
2021 02 09

AUSTIN - TAYLOR
CECELIA STREET
WILLIAMSON COUNTY
TAYLOR, TX 76784

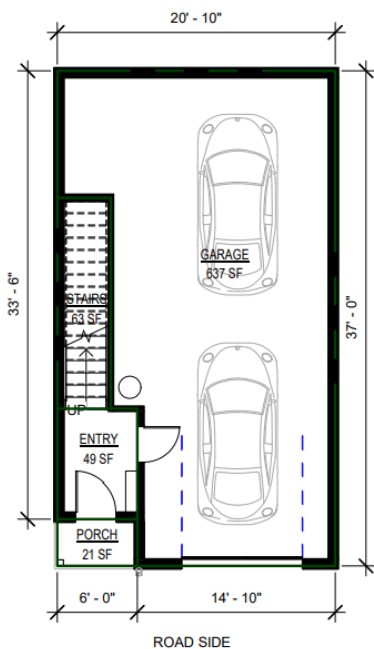
AXONS
3-BED

SHEET
NUMBER

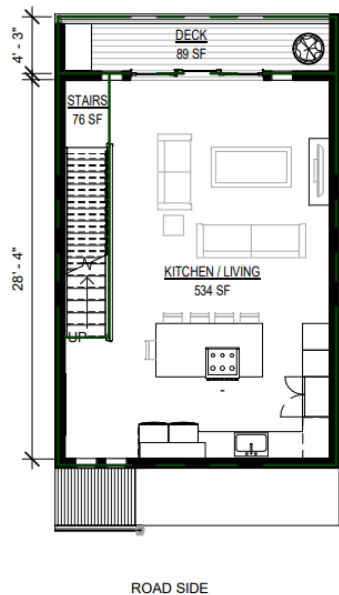
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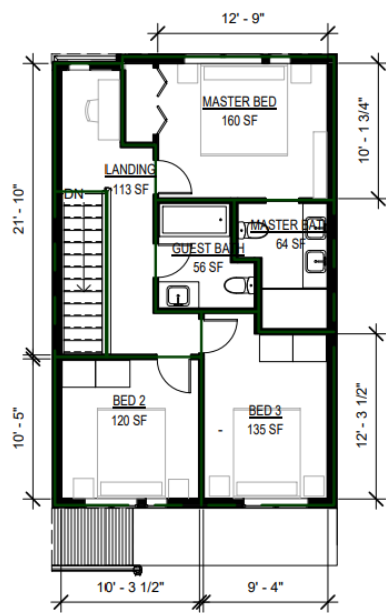
Proposed Floor Plans



1 Level 1
1/8" = 1'-0"



2 Level 2
1/8" = 1'-0"



3 Level 3
1/8" = 1'-0"

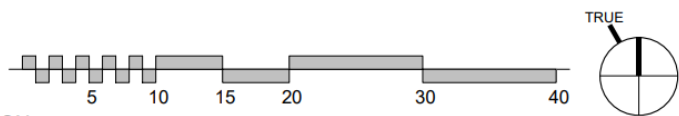
AREA SCHEDULE		
Level	Name	Area
Level 1	ENTRY	49 SF
Level 1	GARAGE	637 SF
Level 1	PORCH	21 SF
Level 1	STAIRS	63 SF
Level 1		771 SF
Level 2	DECK	89 SF
Level 2	KITCHEN / LIVING	534 SF
Level 2	STAIRS	76 SF
Level 2		698 SF
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Level 3	BED 3	135 SF
Level 3	GUEST BATH	56 SF
Level 3	LANDING	113 SF
Level 3	MASTER BATH	64 SF
Level 3	MASTER BED	160 SF
Level 3		648 SF
		2117 SF
TOTAL CONDITIONED:		1,370 SF
TOTAL COVERED EXTERIOR:		110 SF
TOTAL UNCONDITIONED:		637 SF

ARCHITECTURAL²
PO BOX 1153
MCAL, UT 84602
p 512-496-1746
courtneyjane@gmail.com

DATE:
2021 02 09

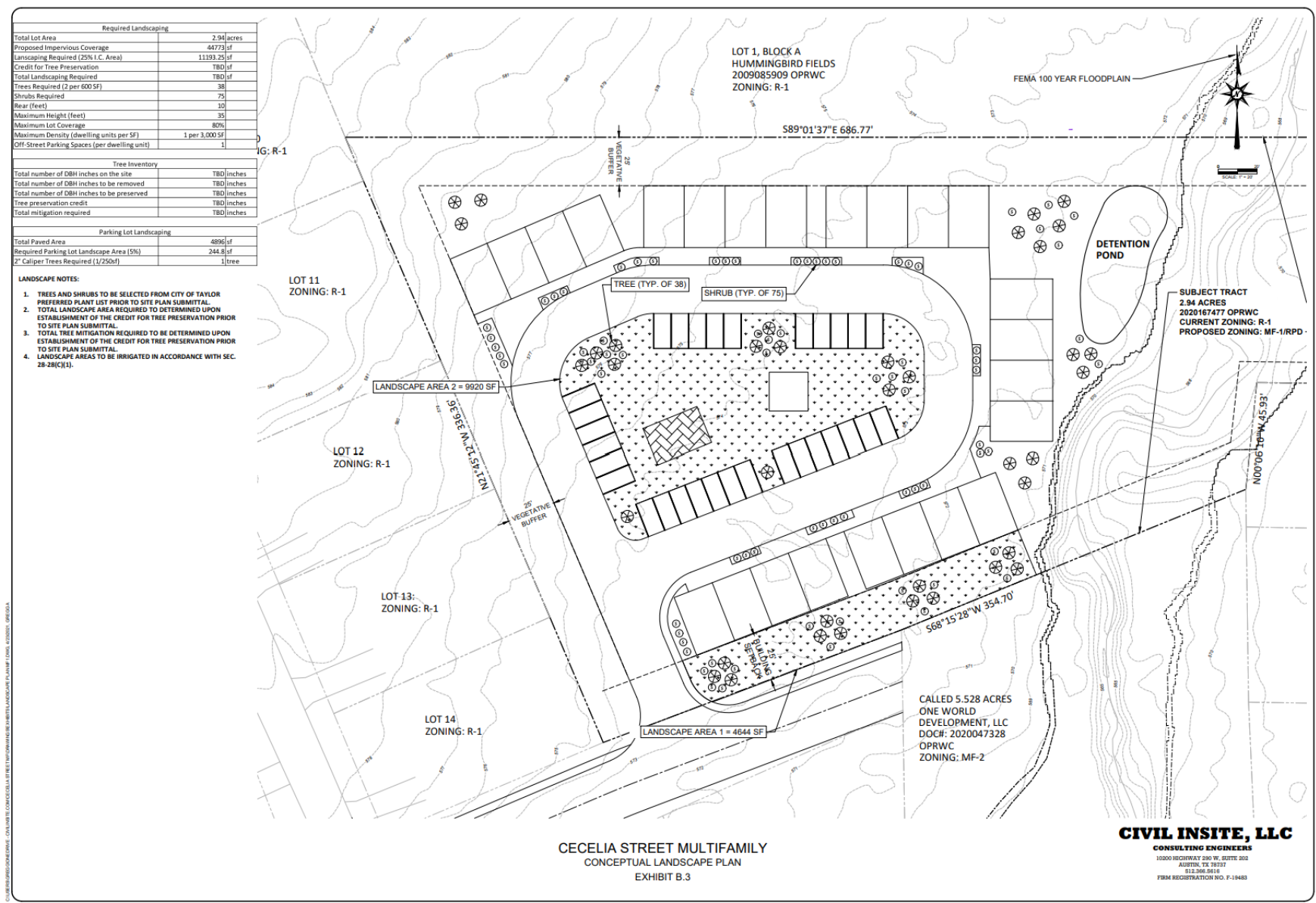
AUSTIN - TAYLOR
CECELIA STREET
TAYLOR COUNTY
TAYLOR, TX 76788

FLOOR
PLANS
3-BED
SHEET
NUMBER
AP101



NOT FOR CONSTRUCTION

Proposed Landscape Plan



P&Z Recommendation

At their May 11th meeting the Planning and Zoning Commission recommended conditional approval with the following conditions:

1. revise the site layout to ensure compatibility with the adjacent single-family neighborhood
2. revise the site layout and building architecture to ensure human scale development in keeping with the goals of the Comprehensive Plan



Potential Layout Proposed by Staff

Staff and the applicant are currently working on revisions to the planned development ordinance and will present those revisions at the June 10th meeting.



City Council Meeting May 27, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 11

Agenda Title: Receive update on public health related matters and concerns pertaining to the Coronavirus Disease 2019 (COVID-19).

Council Action to be taken: Receive report and consider any recommended actions.

Department Submitted: Fire

Staff Contact: Daniel Baum, Fire Chief

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to provide Council with an update on the local response to the COVID-19 pandemic. A presentation will be made by the executive leadership team of the Williamson County and Cities Health District. Recommendations may be discussed for consideration.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The COVID-19 pandemic has been affecting us for well over a year now. The situation is improving as the number of cases continue to decline and the number of people who are vaccinated increases. The CDC and the State of Texas have recently issued new guidance related to the wear of masks. As the City strives to make informed decisions on providing services to the public, we rely on our Public Health Authority to guide our decision making related to matters of public health.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
N/A	N/A

4. RECOMMENDATION

Staff recommends receipt of report and consideration of potential recommended actions.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

11a. Presentation will be provided prior to meeting to ensure current information.



City Council Meeting

May 27, 2021

Transmittal Letter

Agenda Item #: 12
Agenda Title: Discuss and consider changes to the City of Taylor phased in reopening plan

STRATEGIC PILLAR

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

Council Action to be taken: Consider changes to the Phased in Reopening Plan

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

To discuss and consider changes to the City of Taylor's Phased in Reopening Plan. This discussion is for opening the remaining public facilities and in-person meetings by scheduling a date for such.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

At the May 13th, Council meeting, Council approved the following:

Resuming tournament play at Taylor Regional Park.

- For Parks, this would be effective on May 14th and will require tournaments to submit a safety plan.

Reopen Library to the Orange phase with modified services levels.

- For the Library, this will be effective May 24th.

In that discussion, staff indicated that a plan to reopen all city facilities including any rental spaces along with re-establishing in-person meetings at the May 27 Council meeting.

Therefore, staff would like to open all public facilities including the Dickey Givens Center and allow for in-person meetings for all board/commissions including City Council meetings on or after **Tuesday, July 6th 2021**.

3. PROS and CONS

PROS:

- Allows time for completion of storm-related damages to City Hall and Dickey Givens parking lot overlay.

CONS:

- Extends time further to open facilities with the exception of City Hall and Dickey Givens

• Simplifies all openings to one date for public. • CDC guidelines Governor's executive orders have assisted with opening.	• City Hall is closed due to Winter Storm damage so the earliest repairs will be completed is early July. Also, Dickey Givens is closed until parking lot is overlayed.
---	---

4. RECOMMENDATION

Staff recommends setting a date to open all remaining public facilities to the public at 100% unconditional (City Hall, Police, Fire, Library, Public Works, etc.) including facilities for rental (Dickey Givens) and to allow for in-person meetings with Boards/Commissions including City Council to resume on or after **Tuesday, July 6th 2021**.

Essentially, we are asking to move to the **Green** phase in accordance with the City's Phase-In Reopening Plan.

The reason for the launch date of Tuesday, July 6th 2021 is due to City Hall still having repair work done from Winter Storm also the overlay of Dickey Givens Parking Lot. Instead of having a couple of different dates we recommend a simplified one date to tell the public.

City Hall repair work:





5. FUNDING SOURCE

N/A

6. TIMELINE

Tuesday, July 6th 2021.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

12a. [PowerPoint](#)

12b. [Current phase in reopening plan](#)

Changes to the City of Taylor Phased-In Reopening Plan

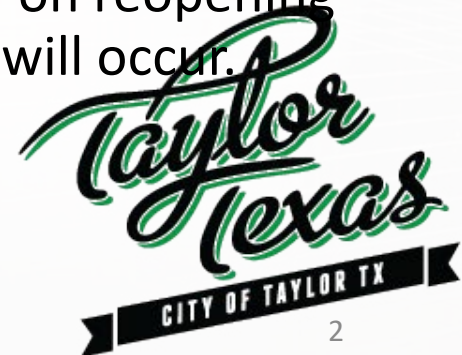
5/27/21



Recap from May 13th Council meeting:

Council approved -

- For Parks: Recommending adding Taylor Regional Park to the Orange phase with approved safety plan and effective date May 14, 2021.
- For Taylor Public Library: Recommend adding the Library to the Orange phase with modified services effective on May 25, 2021.
- At May 27th meeting, update from the Williamson County City Health District will be provided.
- From this meeting on May 27th, further discussion on reopening of City Hall, Board meetings and any other facilities will occur.



What's left to open

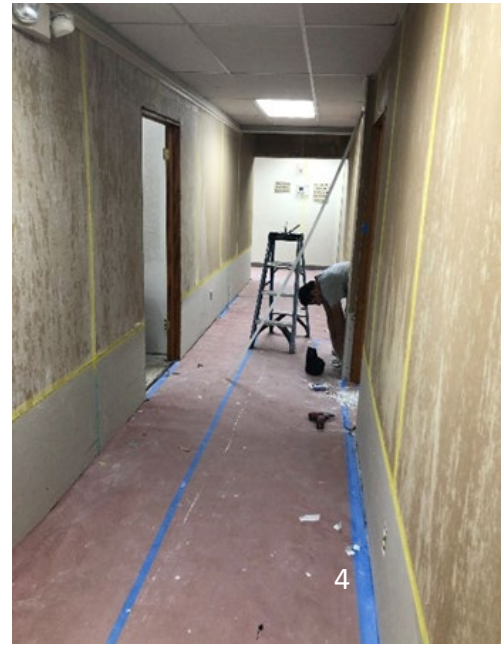
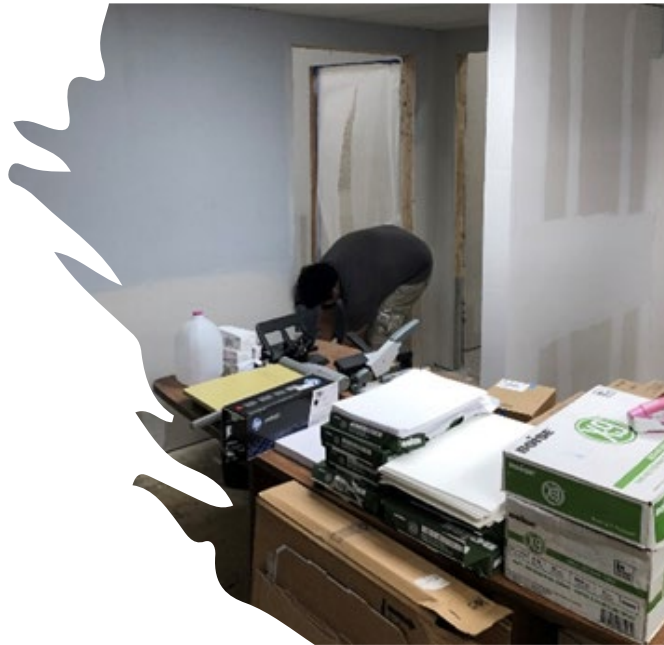
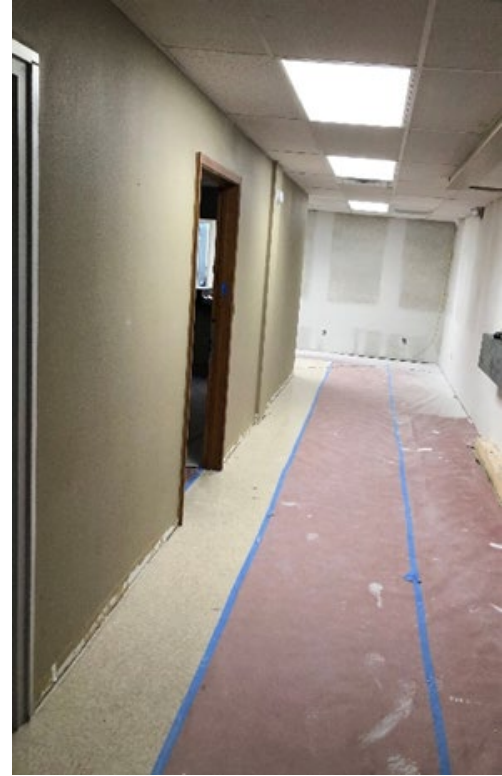
- Staff recommends:
- Open all public facilities unconditionally to the public
 - City Hall
 - Public Works
 - PD
 - Fire
 - Library
 - Municipal Court
 - Airport
 - Animal Shelter
 - Moody Museum
 - Rental facilities – New Dickey Givens Center
- Resume all in-person Board/Commission meetings including City Council
- On or after **TUESDAY, JULY 6TH 2021**
- Essentially move to **Green** phase.



Why July 6th ?

To make it simple, one date due to City Hall still having repairs performed from Winter Storm, and Dickey Givens needing parking lot overlay.

One date to provide the public.



Next steps

- If opening date considered:
 - Disseminate public information on opening date.
 - Employees will get back to work if office conditions are presentable.
 - City Manager will work with employees on telework policy after opening date.
 - Will evaluate virtual meetings in future operations.
 - Municipal Court
 - Will follow CDC and Governors' Executive Orders for in-person meetings



GUIDANCE FOR PHASED REOPENING OF CITY OF TAYLOR FACILITIES AND EVENTS
AMENDED 5/14/2021

		GREEN Minimal Community Spread	YELLOW Moderate Community Spread	ORANGE High Community Spread	RED UNCONTROLLED Community Spread
GATING CRITERIA	Incidence Trend <u>AND</u>	Flat or decline over previous 14 days in yellow phase, with no rebound	Decline over previous 14 days in orange phase, with no rebound	Decline over previous 14 days in red phase, with no rebound	Incidence not declining over 14 days, or has rebounded while in orange phase
	Incidence Rate <u>AND</u>	Incidence during previous 14 days stays below 1.1 per 100,000	Incidence during previous 14 days stays below 7 per 100,000	Incidence during previous 14 days stays below 12.7 per 100,000	Incidence rate is above 12.7 per 100,000
	Positivity Rate	Testing positivity rate stays below 5% for previous 14 days	Testing positivity rate stays below 10% for previous 14 days	Testing positivity rate stays below 15% for previous 14 days	Testing positivity rate is above 15% during previous 14 days
OPENINGS AND SOCIAL GATHERINGS	OPENING OF MUNICIPAL BUILDINGS	Airport Pilot Lounge, City Hall, Fire Dept Adm Building, Police Station Lobby, Public Works Buildings, Cemetery Office, Municipal Court, Animal Shelter and Moody Museum	Municipal Court at select hours or by appointment only.	Animal Shelter for reclaims and adoptions only, no owner surrenders. City Hall drive thru.	Animal Shelter for reclaims and adoptions only, no owner surrenders. City Hall drive thru.
	OPENING OF LIBRARY	Library resumes normal operations & open hours	Increased hours & services	Library open with modified services starting May 25. The Library will be open for Curbside services on Mondays and Wednesdays 10 a.m. to 3 p.m., and open for Grab & Go services on Tuesdays and Thursdays from 10 a.m. to 6 p.m.	Curbside pickup only.
	SOCIAL GATHERINGS IN PUBLIC SPACES (INDOOR AND OUTDOOR)	Gatherings permitted in public spaces.	Gatherings up to 50 people are permitted in public spaces. Any gatherings of more than 50 people will require a safety plan subject to approval by the city.	Gatherings up to 25 people are permitted in public spaces. Any gatherings of more than 25 people will require a safety plan subject to approval by the city.	No gatherings of more than 5 people will be allowed in public spaces.
	Non-city related events using city facilities and open spaces shall fall under this criteria				

GUIDANCE FOR PHASED REOPENING OF CITY OF TAYLOR FACILITIES AND EVENTS
AMENDED 5/14/2021

		GREEN Minimal Community Spread	YELLOW Moderate Community Spread	ORANGE High Community Spread	RED UNCONTROLLED Community Spread
GATING CRITERIA	Incidence Trend <u>AND</u>	Flat or decline over previous 14 days in yellow phase, with no rebound	Decline over previous 14 days in orange phase, with no rebound	Decline over previous 14 days in red phase, with no rebound	Incidence not declining over 14 days, or has rebounded while in orange phase
	Incidence Rate <u>AND</u>	Incidence during previous 14 days stays below 1.1 per 100,000	Incidence during previous 14 days stays below 7 per 100,000	Incidence during previous 14 days stays below 12.7 per 100,000	Incidence rate is above 12.7 per 100,000
	Positivity Rate	Testing positivity rate stays below 5% for previous 14 days	Testing positivity rate stays below 10% for previous 14 days	Testing positivity rate stays below 15% for previous 14 days	Testing positivity rate is above 15% during previous 14 days
SPECIAL EVENTS	LARGE GATHERINGS IN PUBLIC SPACES, CITY-SPONSORED OUTDOOR EVENTS (e.g., Spooktacular, Christmas Parade, MLK Event, Taylor Regional Park (TRP) tournament events, etc.), AND MEETINGS OF BOARDS, COMMISSIONS, OR CITY COUNCIL	In person meetings permitted for Boards, Commissions, and City Council.	Large gatherings and special events allowed at City facilities at the capacity indicated. Remote meetings only for Boards, Commissions, and City Council.	Large gatherings and special events allowed at City facilities at the capacity indicated, subject to approved safety plan and UIL rules where applicable. Remote meetings only for Boards, Commissions, and City Council.	No Large Gatherings or Special Events in public spaces. Remote meetings only Boards, Commissions, and City Council.
CITY PARKS	OPENING OF CITY PARK FACILITIES AND OPEN SPACES	Resume pre-COVID operations	Gatherings of up to 50 people are permitted in City Parks, but require personal mitigation measures. Gatherings of more than 50 people, including league sports, will require an approved safety plan.	Gatherings of up to 25 people are permitted in City Parks, but require personal mitigation measures. Gatherings of more than 25 people, including league sports, will require an approved safety plan.	Prohibit gatherings, require personal mitigation measures for individuals/families
		All park facilities and facility rentals are open, including Dickey-Givens Community Center.	OPEN All park facilities and facility rentals are open, excluding Dickey-Givens Community Center.	OPEN All park facilities and facility rentals that are usually open in the current season, including the Skate Park at Pierce Park. Sports tournament events at TRP. Splash pads and swimming pools open according to regular seasonal opening hours (see individual parks for current hours)	OPEN Hike and Bike Trail Farmer's Market at Heritage Square Open Spaces in Public Parks Tennis/Pickleball Courts (for practice, lessons, and general use only) Taylor Little League, Taylor Pony League, and Lonestar Soccer Leagues permitted to play (league play only) with an approved safety plan No other events or organized games with spectators or patrons in attendance Skate Park at Pierce Park is closed. Splash pads and swimming pools are closed.

GUIDANCE FOR PHASED REOPENING OF CITY OF TAYLOR FACILITIES AND EVENTS
AMENDED 5/14/2021

		GREEN Minimal Community Spread	YELLOW Moderate Community Spread	ORANGE High Community Spread	RED UNCONTROLLED Community Spread
GATING CRITERIA	Incidence Trend <u>AND</u>	Flat or decline over previous 14 days in yellow phase, with no rebound	Decline over previous 14 days in orange phase, with no rebound	Decline over previous 14 days in red phase, with no rebound	Incidence not declining over 14 days, or has rebounded while in orange phase
	Incidence Rate <u>AND</u>	Incidence during previous 14 days stays below 1.1 per 100,000	Incidence during previous 14 days stays below 7 per 100,000	Incidence during previous 14 days stays below 12.7 per 100,000	Incidence rate is above 12.7 per 100,000
	Positivity Rate	Testing positivity rate stays below 5% for previous 14 days	Testing positivity rate stays below 10% for previous 14 days	Testing positivity rate stays below 15% for previous 14 days	Testing positivity rate is above 15% during previous 14 days
PERSONAL MEASURES	MASK-WEARING	Always wear a mask when: - Around another person who may have been exposed or recently traveled to a high-risk area - Outside the home or your personal office	Always wear a mask when: - Around another person who is not a household contact - When outside the home or your personal office - Around vulnerable individuals	Always wear a mask when: - Around another person who is not a household contact - When outside the home or your personal office - Around vulnerable individuals	Always wear a mask when: - Around another person who is not a household contact - When outside the home or your personal office - Around vulnerable individuals
	PHYSICAL DISTANCING	Maintain a minimum distance of six feet	Maintain a minimum distance of six feet	Maintain a minimum distance of six feet; recommended minimum distance of ten feet when masks are not worn	Maintain a minimum distance of six feet; recommended minimum distance of ten feet when masks are not worn
	HAND HYGIENE	Wash hands regularly with warm water and soap for 20 seconds or more whenever using the bathroom, before and after eating, and before and after gatherings or public interaction	Wash hands regularly with warm water and soap for 20 seconds or more whenever using the bathroom, before and after eating, and before and after gatherings or public interaction	Wash hands regularly with warm water and soap for 20 seconds or more whenever using the bathroom, before and after eating, and before and after gatherings or public interaction	Wash hands regularly with warm water and soap for 20 seconds or more whenever using the bathroom, before and after eating, and before and after gatherings or public interaction

NOTES:

1. The City will be the final judge of when city facilities will open, how long they will be delayed, and any modifications or exceptions to the guidelines listed here.
2. This Reopening Plan is for city-related facilities and events only. All non-city related facilities or events shall fall under the jurisdiction of applicable Governor Executive Orders.
3. To check which color phase the City is currently under, please visit: wcchd.org/covid-19.



City Council Meeting May 27, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 13
Agenda Title: Discussion and possible direction to staff regarding the use of bond funds for downtown streets.

Council Action to be taken: Receive presentation and provide direction to staff

Department Submitted: Development Services & City Engineer

Staff Contact: Tom Yantis, ACM & Jacob Walker, City Engineer

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to discuss the Main Street Advisory Board's recommendation for the use of bond funds for downtown streets.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City issued bonds in 2013 for improvements to downtown streets. There were not specific projects identified for the use of these bond funds.

To date, the primary use of the downtown street bond funds has been for the reconstruction of 3rd Street associated with the Skate Park project and the installation of a pedestrian crossing on 4th Street associated with the Skate Park and Heritage Square projects.

The City adopted a downtown master plan in 2015 that called for improvements to downtown streets to make the downtown more suitable for pedestrians and street-level businesses. In 2017, the City adopted a wayfinding sign plan to direct vehicles and pedestrians to and within downtown. In 2020, the City completed a landscape plan to rehabilitate all of the downtown public planting beds.

Beginning in 2020, the City Council authorized the use of some of the downtown street bonds to implement pilot projects associated with the recommendations in the Downtown Master Plan. These projects included temporary curb extensions, plantings and painting/stripping along 2nd Street between Porter and Talbot. These projects demonstrate the concepts in the Downtown Master Plan.

In April of this year, staff made a presentation to the Main Street Advisory Board to get their input and recommendation on how to use the remaining bond funds. The Main Street Advisory Board's recommendation is below.

HDR prepared a presentation with project descriptions and cost estimates for the recommended projects.

Staff is seeking direction from Council on how to proceed with the use of the remaining bond funds for downtown streets.

3. PROS and CONS	
<u>PROS</u> • N/A	<u>CONS</u> • N/A

4. RECOMMENDATION

The Main Street Advisory Board recommended using the remaining bond funds for the following projects in priority order until the funds are depleted:

1. Begin implementation of wayfinding sign plan
2. Implement landscape plan for downtown planting beds
3. Re-stripe downtown streets to maximize on-street parking
4. Implement incremental improvements on W. 2nd between Main and Talbot
5. Improvements to Porter Street linking to Amtrak Station

5. FUNDING SOURCE

2013 Bond Funds

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

13a. [Presentation with project descriptions and cost estimates](#)

City of Taylor

Downtown Projects

Council Date: 5/27/2021



Agenda

- Summary of Project Costs
- Overview of Priority Projects
 - Downtown Wayfinding Project
 - Downtown Streetscape Project
 - Downtown Striping Project
 - Downtown Master Plan Implementation – NW Corner of 2nd St. & Main St.
- Overview of Alternative Projects
 - Downtown Master Plan Implementation – 2nd Street – North Side From Talbot St. to Main St.
 - Porter Street Improvement Project





ESTIMATED CONSTRUCTION COST		PROJECT NAME:	City of Taylor Downtown Projects		
		PROJECT LENGTH/LIMITS:	Downtown City of Taylor		
		PROJECT DESCRIPTION:	Summary of Downtown Projects		
I. CONSTRUCTION ITEMS		TOTAL PROJECT COSTS	SUBTOTALS		% OF TOTAL
Priority Projects					
1	Downtown Wayfinding Sign System Plan Project*	\$ 307,490.00	\$ 307,490	48%	
2	Downtown Streetscape Project*	\$ 81,208.67	\$ 81,209	13%	
3	Downtown Striping Project	\$ 128,714.00	\$ 128,714	20%	
4a	Downtown Master Plan Implementation - NW Corner of 2nd St. & Main St.	\$ 128,700.00	\$ 128,700	20%	
I. TOTAL DOWNTOWN PROJECT COSTS		\$ 646,113	\$ 646,113	100%	
Alternative Projects					
4b	Downtown Master Plan Implementation - 2nd Street - North Side From Talbot St. to Main St.	\$ 530,858.00			
5	Porter Street Improvement Project	\$ 1,336,000.00			
*Estimate provided by SEC Planning.					
This estimate represents our engineering judgment as professionals knowledgeable with the construction of similar projects.					
This estimate is for planning and programming purposes only and does not guarantee what actual construction costs will be.					

DEVELOPMENT PLANS FOR:

CITY OF TAYLOR

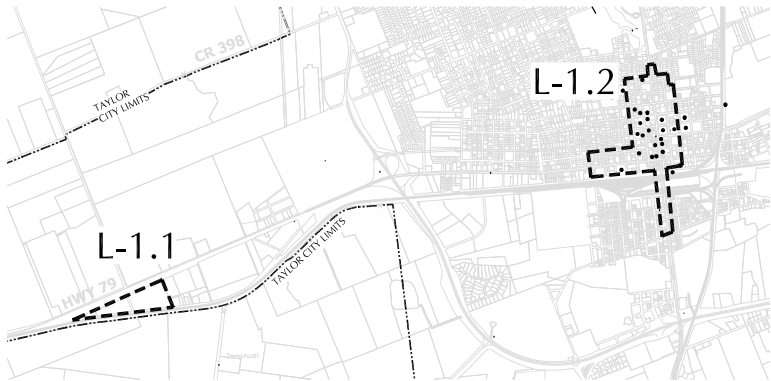
WAYFINDING SIGN SYSTEM PLAN

Taylor, Texas
Williamson County

July 7, 2017



CITY OF TAYLOR
400 PORTER STREET
TAYLOR, TEXAS 76574
Phone: 512.352.3675



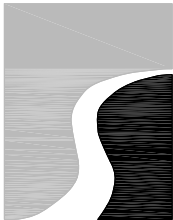
SHEET KEY
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LOCATION MAP
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07/07/2017



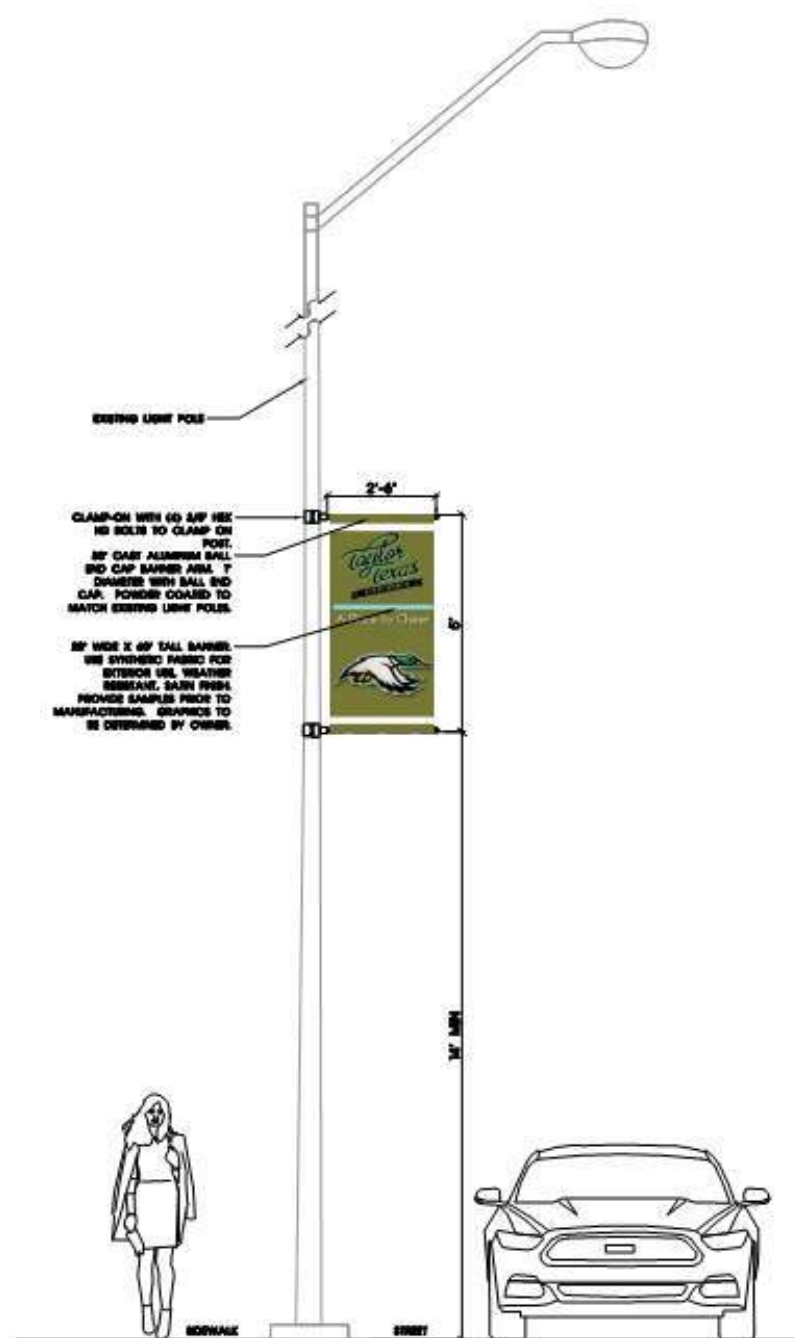
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INDEX OF SHEETS

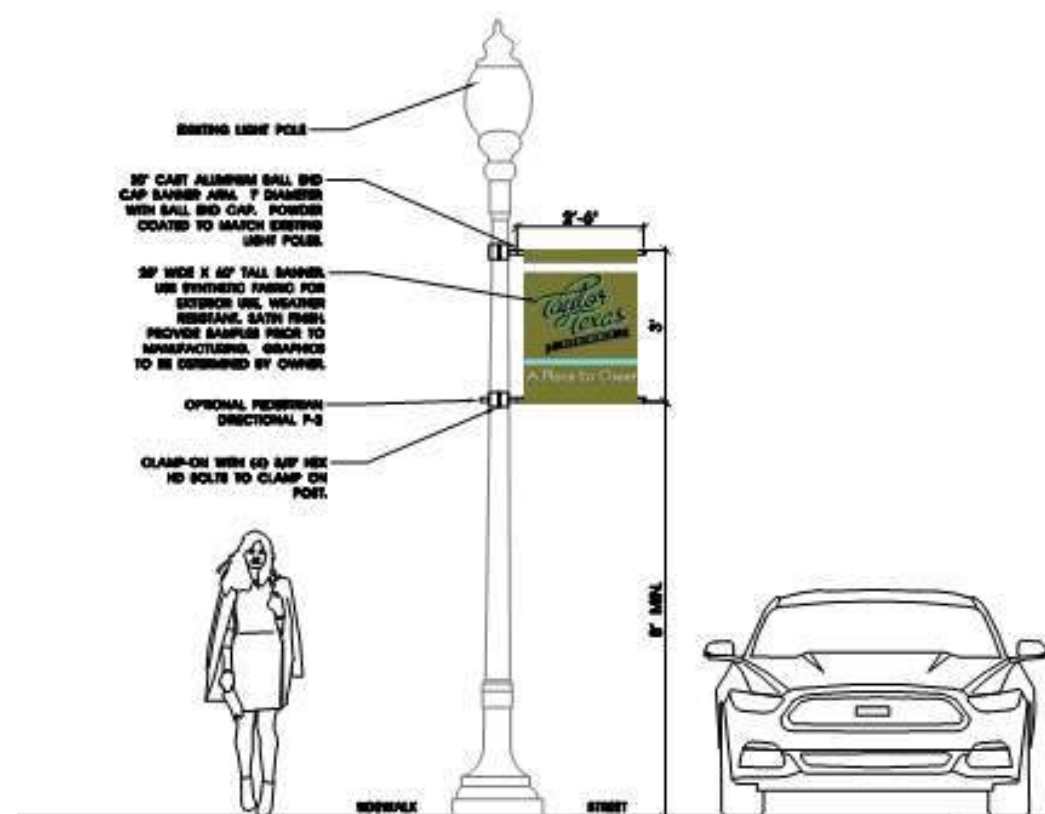
SHEET NO.	TITLE	REVISED SHEETS
COVER		
LN-1	NOTES	
L-1.0	PLAN LAYOUT	
L-1.1	PLAN LAYOUT	
L-1.2	PLAN LAYOUT	
LD-1	DETAILS	
LD-2	DETAILS	
LD-3	DETAILS	
LD-4	DETAILS	

Project No.: 150129-TAYL	
Issue	Revision
1. 03/03/2017 - REVIEW SET	1. _____
2. 07/07/2017 - REVIEW SET	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____
6. _____	6. _____
7. _____	7. _____
8. _____	8. _____
9. _____	9. _____
10. _____	10. _____
11. _____	11. _____
12. _____	12. _____
Drawn By: MPP	Reviewed By: MB, BD
© 2017 SEC Planning, LLC	Drawn By: Path T:\150129-TAYL\CadFiles\LA\Sheets\Cover.dwg

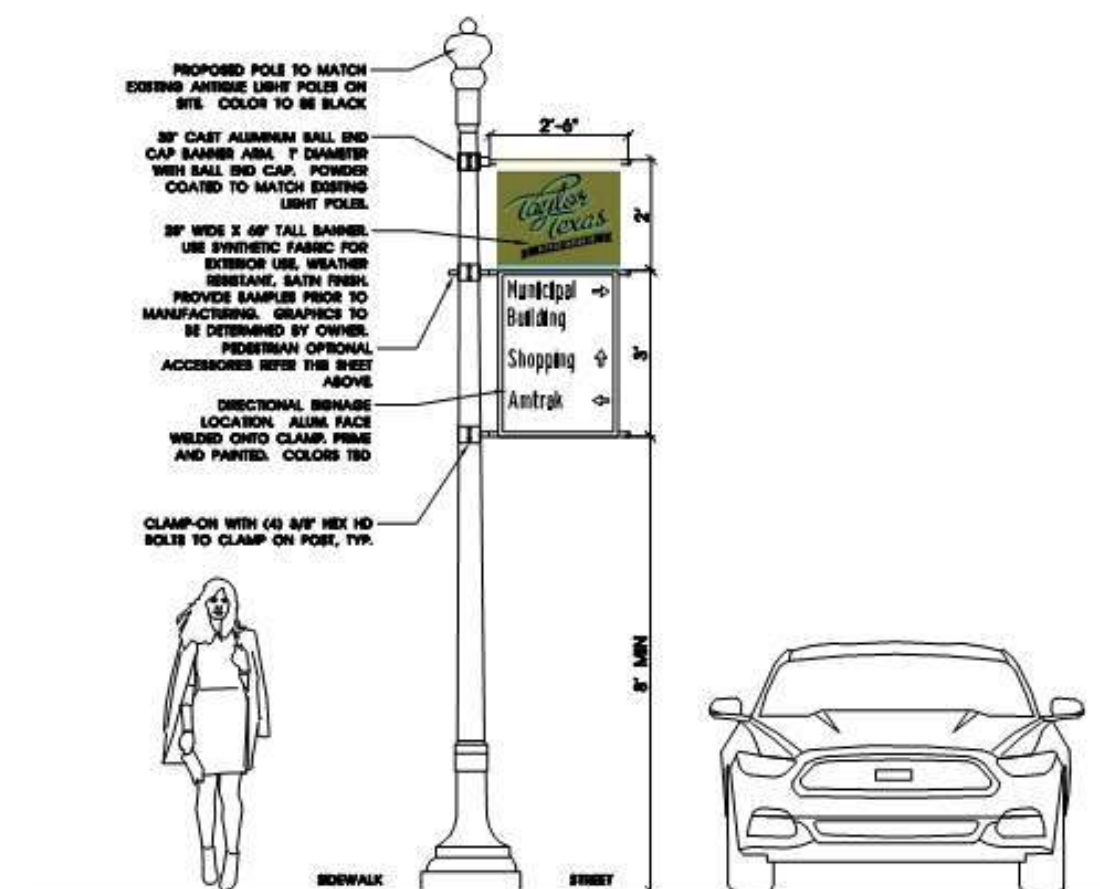
Downtown Wayfinding Project



1 TYPE V-1
BANNER ON EXISTING HWY LIGHT POLES
SCALE: 1/2" = 1'-0"



2 TYPE V-4
BANNER ON EXISTING ANTIQUE LIGHT POLES
SCALE: 1/2" = 1'-0"



4 TYPE V-6
BANNER/PARKING LOT IDENTITY ON PROPOSED ANTIQUE POLES
SCALE: 1/2" = 1'-0"

ESTIMATED CONSTRUCTION COST		PROJECT NAME:		Downtown Wayfinding Sign System Plan			
		PROJECT LENGTH/LIMITS:		Downtown City of Taylor			
		PROJECT DESCRIPTION:		Wayfinding Improvements in Downtown Taylor			
I. CONSTRUCTION ITEMS		QTY	UNITS	UNIT PRICE	TOTAL COSTS	SUBTOTALS	% OF TOT PROJECT
<i>Signing & Wayfinding</i>						\$ 196,350	64%
1	(P-1) DIRECTIONAL SIGN (PEDESTRIAN)	3	EA	\$ 13,000.00	\$ 39,000		
2	(P-2) DIRECTIONAL SIGN (DOWNTOWN MAP)	1	EA	\$ 2,500.00	\$ 2,500		
3	(V-1) BANNER (EXT HWY LIGHT POLE)	41	EA	\$ 1,050.00	\$ 43,050		
4	(V-2) BANNER AND DIRECTIONAL (EXT HWY LIGHT POLE)	3	EA	\$ 1,450.00	\$ 4,350		
5	(V-3) DIRECTIONAL (EXT ANTIQUE LIGHT POLE)	4	EA	\$ 1,450.00	\$ 5,800		
6	(V-4) BANNER (EXT ANTIQUE LIGHT POLE)	33	EA	\$ 1,050.00	\$ 34,650		
7	(V-5) PARKING LOT IDENTITY (PROP ANTIQUE POLE)	6	EA	\$ 4,500.00	\$ 27,000		
8	(V-6) PARKING LOT IDENTITY AND DIRECTIONAL (PROP ANTIQUE POLE)	5	EA	\$ 5,000.00	\$ 25,000		
9	(V-7) BANNER AND DIRECTIONAL (PROP ANTIQUE POLE)	3	EA	\$ 5,000.00	\$ 15,000		
I. CONSTRUCTION ITEMS SUBTOTAL					\$ 196,350		
II. PERCENTAGE ESTIMATE ITEMS							
TRAFFIC CONTROL		5%			\$ 9,820		
MOBILIZATION		10%			\$ 19,640		
CONSTRUCTION CONTIGENCY		20%			\$ 39,270		
III. CONSTRUCTION COST SUBTOTAL					\$ 265,080	\$ 265,080	86%
ENGINEERING AND DESIGN		10%			\$ 26,510		
CONSTRUCTION ENGINEERING AND INSPECTION (CE&I)		6%			\$ 15,900		
IV. TOTAL PROJECT COST					\$ 307,490	\$ 307,490	100%
This Estimate was provided by SEC Planning							

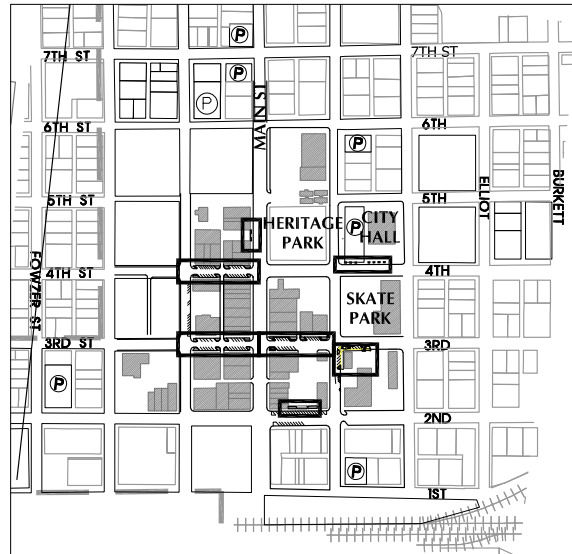
LANDSCAPE IMPROVEMENTS PLANS FOR:

CITY OF TAYLOR

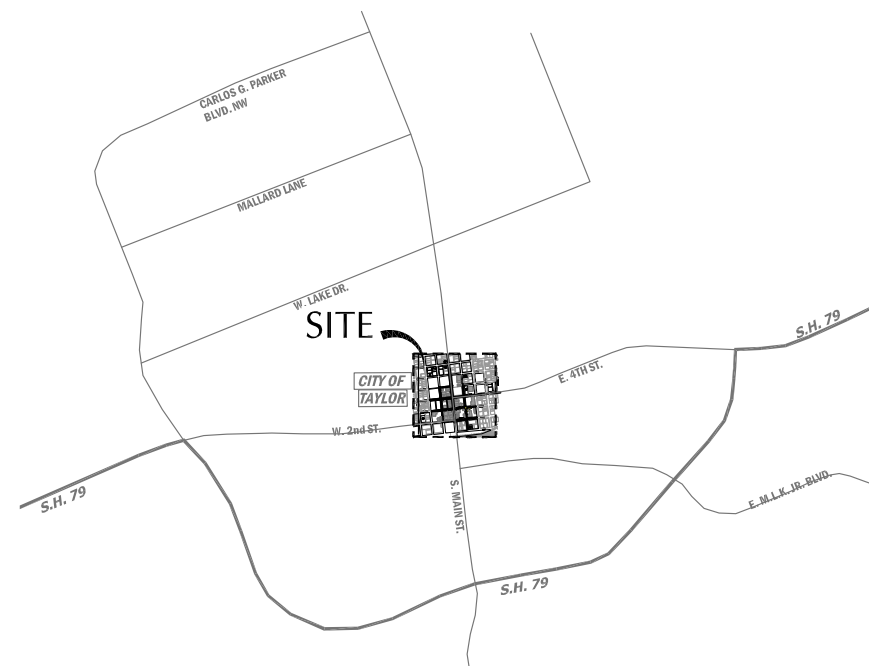
DOWNTOWN STREETSCAPE

Taylor, Texas
Williamson County

February 14, 2020



SHEET KEY
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

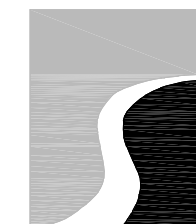


CITY OF TAYLOR
400 PORTER STREET
TAYLOR, TEXAS 76574
Phone: 512.352.3675

INDEX OF SHEETS

SHEET NO.	TITLE
COVER	
LP-N1	CONSTRUCTION AND PLANTING NOTES
LP-1	PLANTING PLAN
LP-2	PLANTING PLAN
LP-3	PLANTING PLAN
LP-D1	PLANTING DETAILS

REVISED SHEETS



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Austin, Texas

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F 512.246.7703
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Email : info@secplanning.com



02/14/2020



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marks, and dig with care!

Project No.: 190150TAYL

Issue	Revision
1. 02/14/2020 - BID SET	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.
11.	11.
12.	12.

Drawn By: MPP

Reviewed By: MB

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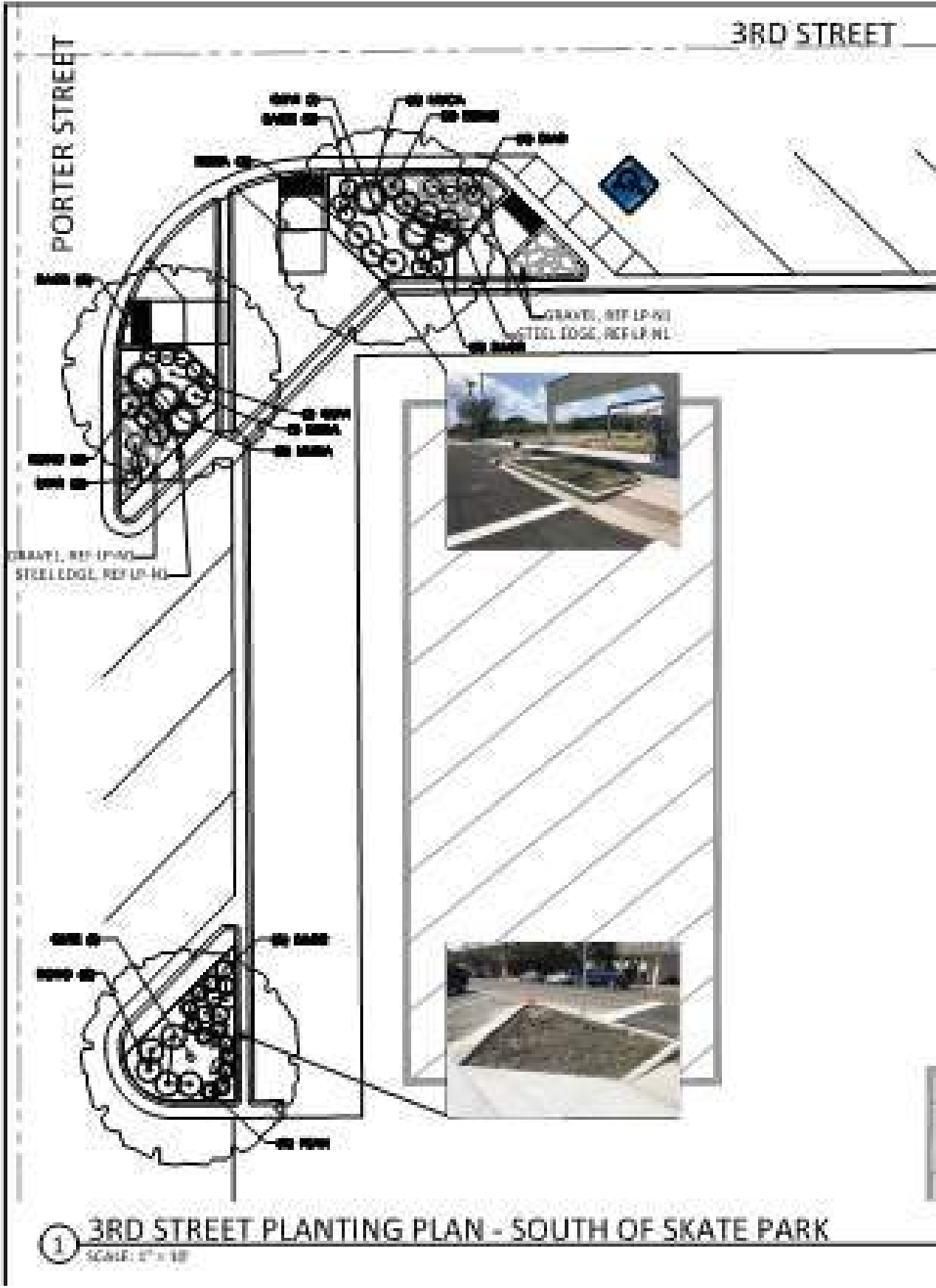
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Drawing Path

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Downtown Streetscape project



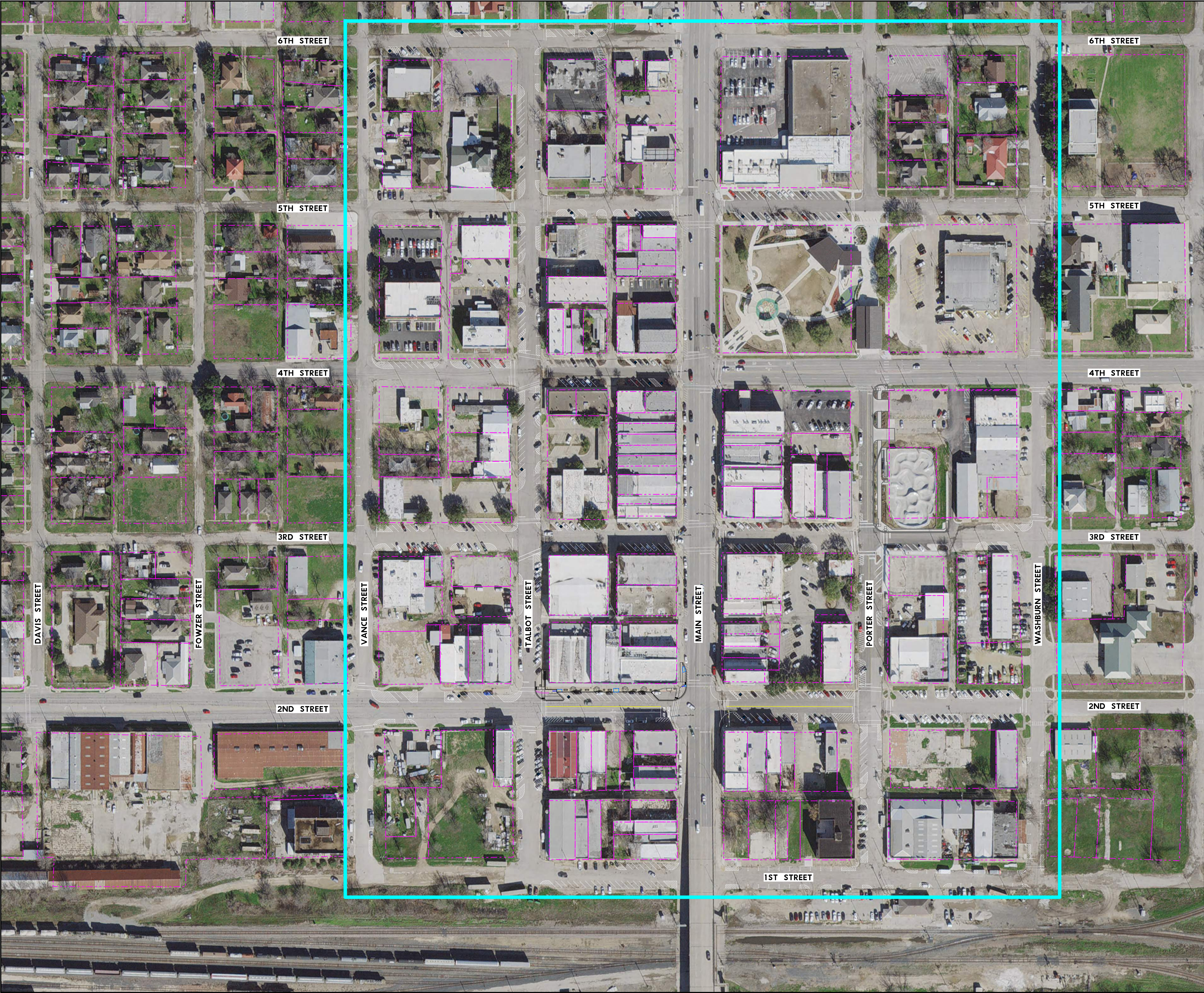
Existing Conditions



Proposed Landscaping

ESTIMATED CONSTRUCTION COST		PROJECT NAME:		Downtown Streetscape			
		PROJECT LENGTH/LIMITS:		3rd and 4th Street between Main and Talbot			
		PROJECT DESCRIPTION:		Landscape Improvements			
I. CONSTRUCTION ITEMS		QTY	UNITS	UNIT PRICE	TOTAL COSTS	SUBTOTALS	% OF TOT PROJECT
	Landscaping					\$ 51,859	64%
1	PLANT BED PREPARATION	498	SY	\$ 3.00	\$ 1,495		
2	LANDSCAPE EDGE	637	LF	\$ 7.00	\$ 4,459		
3	MULCH	42	CY	\$ 65.00	\$ 2,730		
4	PLANT SOIL MIX	83	CY	\$ 65.00	\$ 5,395		
5	PLANT MATERIAL (3" Caliper Container Grwn) (SHADE TREE)	4	EA	\$ 750.00	\$ 3,000		
6	PLANT MATERIAL (3" Caliper Container Grwn) (ORN. TREE)	3	EA	\$ 500.00	\$ 1,500		
7	PLANT MATERIAL (3 GAL) (SHRUB)	105	EA	\$ 26.00	\$ 2,730		
8	PLANT MATERIAL (5 GAL) (SHRUB)	140	EA	\$ 34.00	\$ 4,760		
9	PLANT MATERIAL (3 GAL) (ORN. GRASS)	231	EA	\$ 26.00	\$ 6,006		
10	PLANT MATERIAL (1 GAL) (GROUNDCOVER)	127	EA	\$ 10.00	\$ 1,270		
11	PLANT MATERIAL (3 GAL) (GROUNDCOVER)	48	EA	\$ 26.00	\$ 1,248		
12	PLANT MATERIAL (5 GAL) (GROUNDCOVER)	102	EA	\$ 34.00	\$ 3,468		
13	PLANT MATERIAL (3 GAL) (PERENNIALS)	129	EA	\$ 22.00	\$ 2,838		
14	WASHED RIVER GRAVEL	53	CY	\$ 120.00	\$ 6,360		
15	TREE PROTECTION	23	EA	\$ 200.00	\$ 4,600		
I. CONSTRUCTION ITEMS SUBTOTAL					\$ 51,859		
II. PERCENTAGE ESTIMATE ITEMS							
TRAFFIC CONTROL		5%			\$ 2,590		
MOBILIZATION		10%			\$ 5,190		
CONSTRUCTION CONTIGENCY		20%			\$ 10,370		
III. CONSTRUCTION COST SUBTOTAL					\$ 70,009	\$ 70,009	86%
	ENGINEERING AND DESIGN	10%			\$ 7,000		
	CONSTRUCTION ENGINEERING AND INSPECTION (CE&I)	6%			\$ 4,200		
IV. TOTAL PROJECT COST					\$ 81,209	\$ 81,209	100%
This estimate was provided by SEC Planning							

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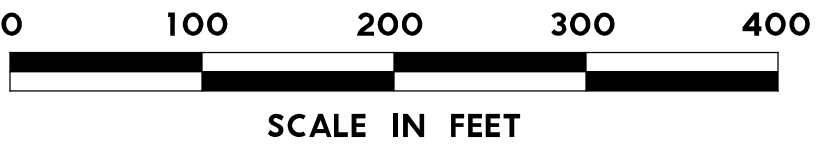
PLAN LEGEND

EXISTING RIGHT OF WAY/PROPERTY LINE

DOWNTOWN STRIPING PROJECT LIMITS

TOTAL DOWNTOWN PARKING STALL COUNTS	
TYPE	NUMBER
ANGLED	280
PARALLEL	155
ACCESSIBLE	22
PROPOSED TOTAL	457
EXISTING TOTAL	297
PARKING STALLS ADDED	160

- NOTES:
- PARKING STALL COUNT ONLY INCLUDES STRIPED ON-STREET PARKING STALLS FROM 1ST STREET TO 6TH STREET, AND FROM VANCE STREET TO WASHBURN STREET.
 - NO RESTRIPING ON MAIN STREET DUE TO TXDOT FACILITY. PARKING COUNTS REFLECT EXISTING MAIN STREET PARKING.



PRELIMINARY

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CITY OF TAYLOR
DOWNTOWN PARKING
OVERALL MAP

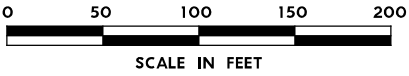
SHEET 1 OF 4



HDR

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

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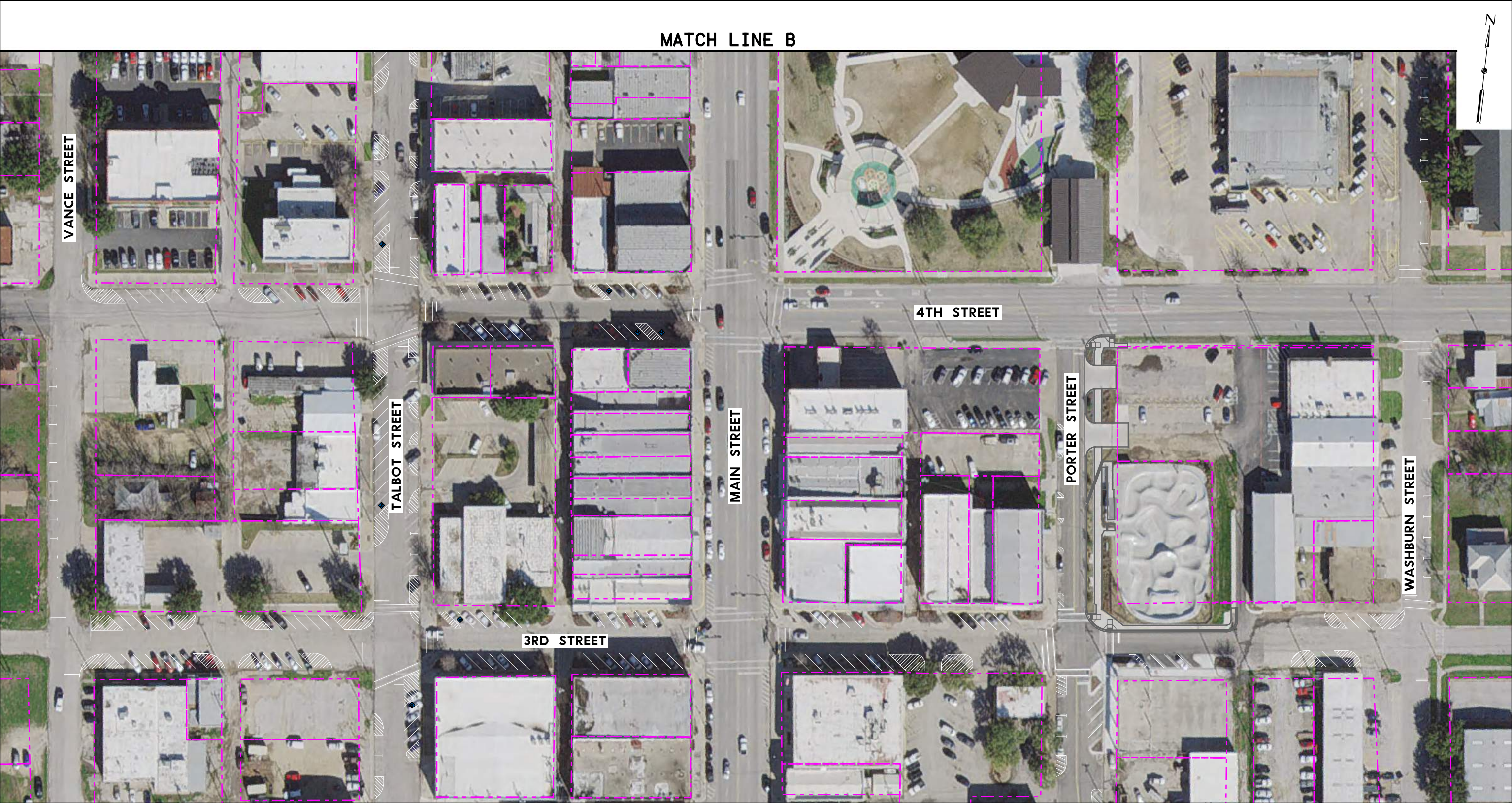
CITY OF TAYLOR DOWNTOWN PARKING

SHEET 2 OF 4



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710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

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MATCH LINE B

4TH STREET

VANCE STREET

TALBOT STREET

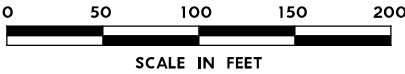
MAIN STREET

3RD STREET

PORTER STREET

WASHBURN STREET

MATCH LINE A



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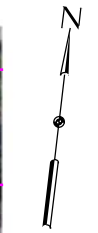
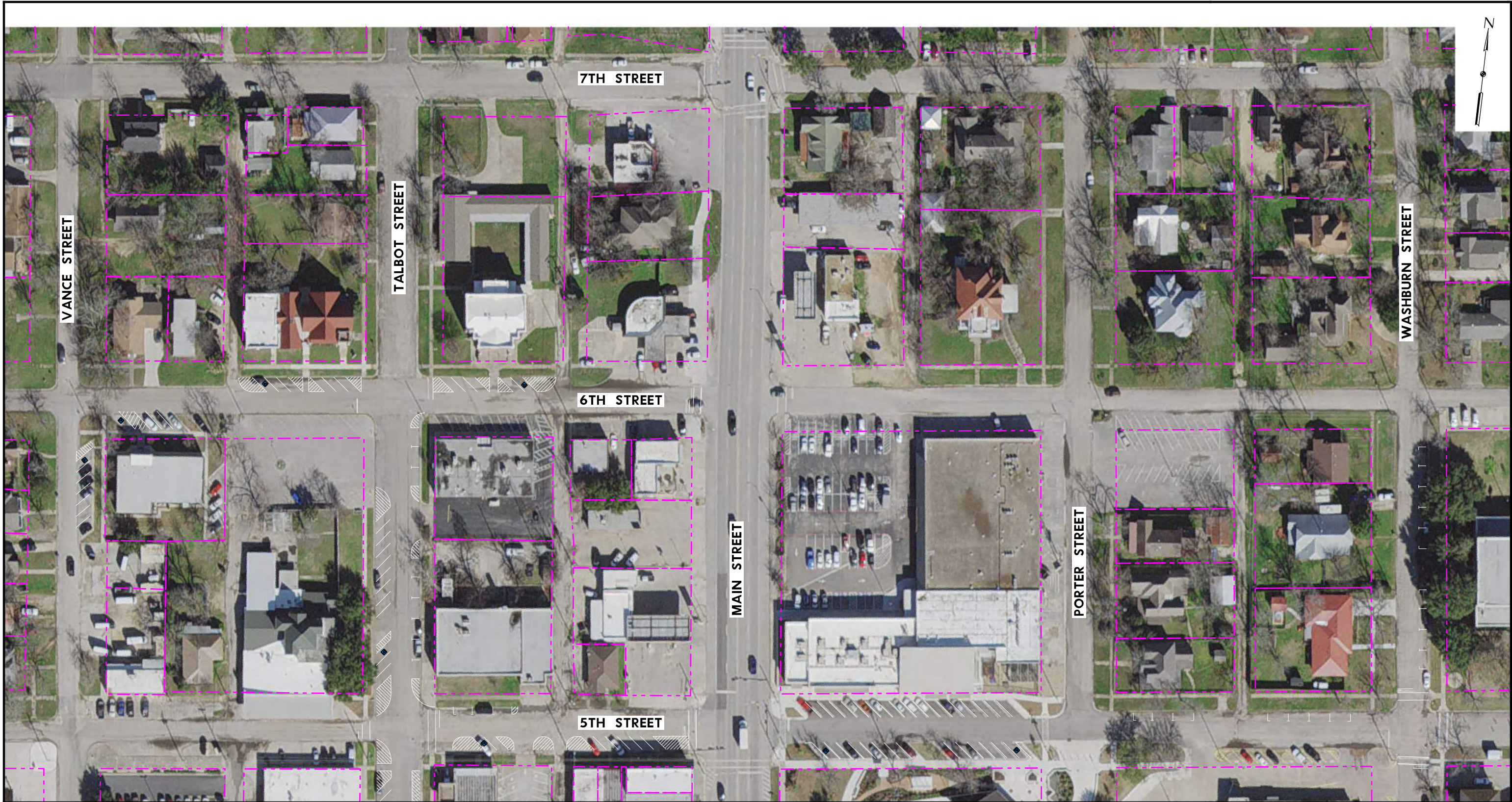
CITY OF TAYLOR DOWNTOWN PARKING

SHEET 3 OF 4

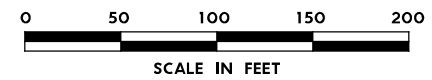


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710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

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CITY OF TAYLOR DOWNTOWN PARKING

SHEET 4 OF 4



HDR HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Downtown Streets Parking



Existing Porter (Between 2nd and Main)



Proposed Striping Between 2nd and Main)

Downtown Streets Parking



Existing Talbot (Between 5th and 6th)



Proposed Striping Between 5th and 6th)

Downtown Streets Parking



Existing Talbot (Between 4th and 5th)

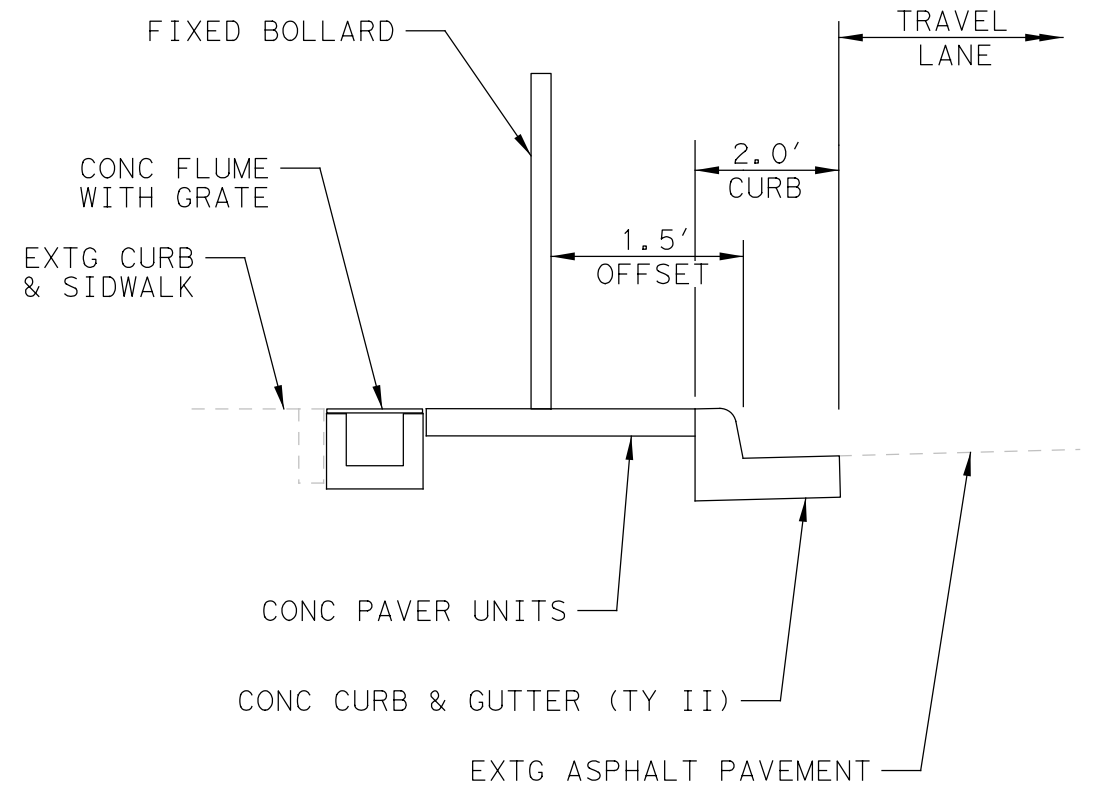


Proposed Striping Between 4th and 5th)

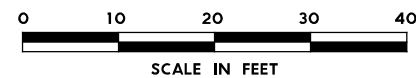


ESTIMATED CONSTRUCTION COST			PROJECT NAME:	Downtown Striping				
			PROJECT LENGTH/LIMITS:	From 1st to 6th Street and Vance to Washburn Street				
			PROJECT DESCRIPTION:	Parking stall striping upgrades throughout Downtown Taylor				
I. CONSTRUCTION ITEMS			QTY	UNITS	UNIT PRICE	TOTAL COSTS	SUBTOTALS	% OF TOT PROJECT
	Pavement Markings						\$ 82,184	64%
1	REFL PAV MRK TY I (W) 4" (SLD)	32,019	LF	\$ 1.00	\$ 32,019			
2	REFL PAV MRK TY I (H/C SYMBOL)	22	EA	\$ 200.00	\$ 4,400			
3	REFL PAV MRK TY I (GREEN)	2,848	SF	\$ 14.00	\$ 39,872			
4	ELIM EXT PAV MRK & MRKS 4"	6,000	LF	\$ 0.40	\$ 2,400			
5	ELIM EXT PAV MRK & MRKS 8"	2,050	LF	\$ 1.25	\$ 2,563			
6	ELIM EXT PAV MRK & MRKS 12"	620	LF	\$ 1.50	\$ 930			
I. CONSTRUCTION ITEMS SUBTOTAL						\$ 82,184		
II. PERCENTAGE ESTIMATE ITEMS								
TRAFFIC CONTROL		5%			\$ 4,110			
MOBILIZATION		10%			\$ 8,220			
CONSTRUCTION CONTIGENCY		20%			\$ 16,440			
III. CONSTRUCTION COST SUBTOTAL						\$ 110,954	\$ 110,954	86%
	ENGINEERING AND DESIGN	10%			\$ 11,100			
	CONSTRUCTION ENGINEERING AND INSPECTION (CE&I)	6%			\$ 6,660			
IV. TOTAL PROJECT COST						\$ 128,714	\$ 128,714	100%
V. APPROXIMATE AVERAGE COST PER BLOCK						\$ 6,820		
This estimate represents our engineering judgment as professionals knowledgeable with the construction of similar projects.								
This estimate is for planning and programming purposes only and does not guarantee what actual construction costs will be. Approximate average cost per block includes a \$2000 per block mobilization cost.								

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TYPICAL SECTION



PRELIMINARY

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CITY OF TAYLOR 2ND STREET PARTIAL IMPROVEMENT



HDR HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

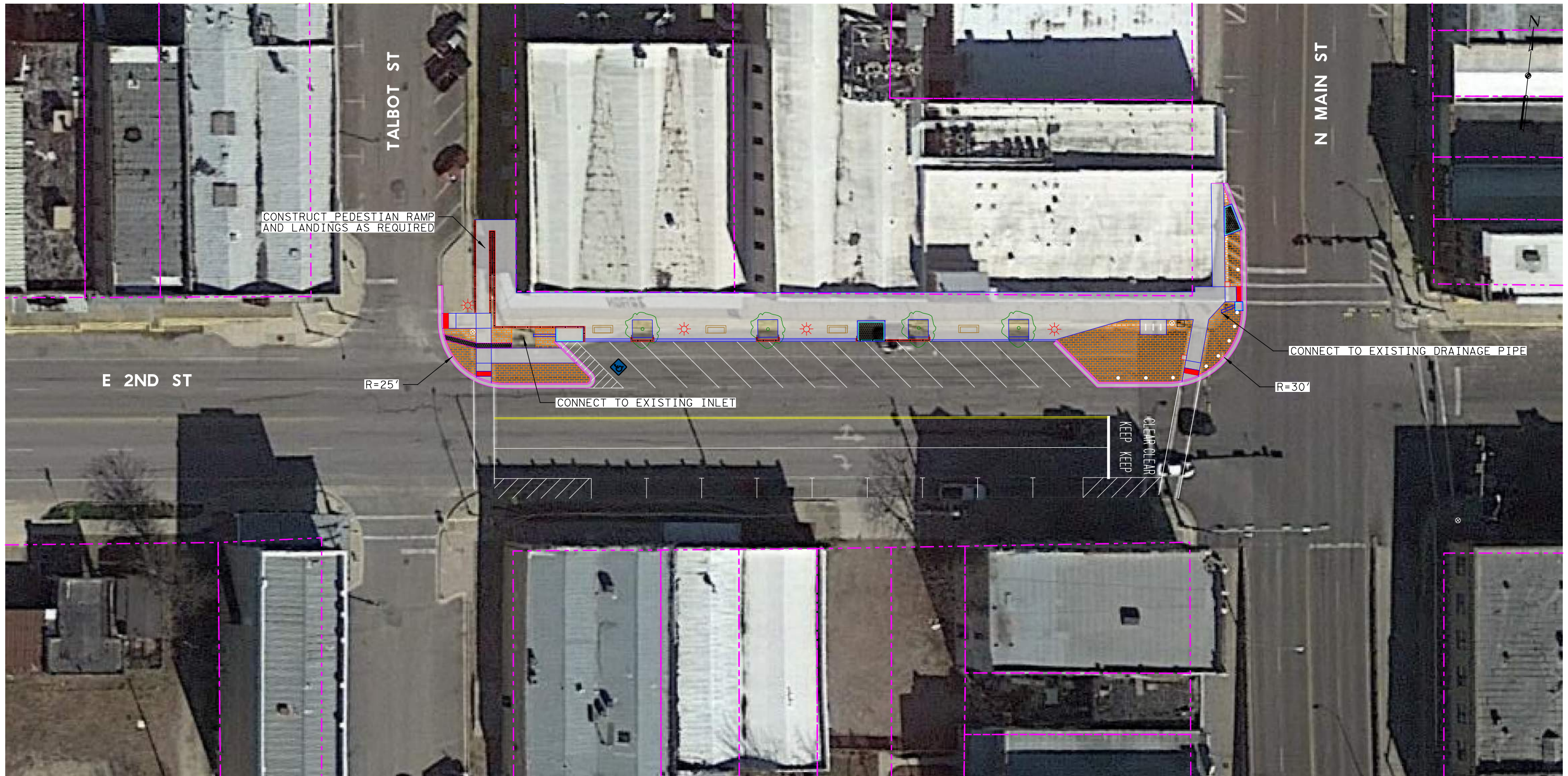
Current Conditions: 2nd & Main Street Pilot Program





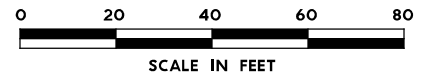
ESTIMATED CONSTRUCTION COST		PROJECT NAME:		2nd Street Partial Improvements Project									
				PROJECT LENGTH/LIMITS:		320 FT		Talbot Street to N. Main Street					
						PROJECT DESCRIPTION:		Installing concrete curb and bollards on the corner of 2nd and Main Street.					
I. CONSTRUCTION ITEMS		QTY		UNITS	UNIT			PRICE	TOTAL	COSTS	SUBTOTALS	% OF TOT PROJECT	
	Roadway										\$	50,200	39%
1	REMOVING ASPHALT PAVING	159	SY	\$	4	\$	600						
2	CONC CURB & GUTTER (TY II)	144	LF	\$	20	\$	2,900						
3	CONCRETE SIDEWALK	23	SY	\$	45	\$	1,100						
4	PEDESTRIAN CURB RAMPS	2	EA	\$	1,500	\$	3,000						
5	CONCRETE PAVER UNITS	1,021	SF	\$	12	\$	12,300						
6	CONC SIDEWALK (FLUME) (GRATE)	102	LF	\$	150	\$	15,300						
7	PEDESTRIAN PUSH BUTTON POLES & FIXTURES	1	LS	\$	15,000	\$	15,000						
	Furnishings										\$	25,000	19%
8	FIXED BOLLARD	10	EA	\$	2,500	\$	25,000						
I. CONSTRUCTION ITEMS SUBTOTAL								\$	75,200				
II. PERCENTAGE ESTIMATE ITEMS													
EROSION CONTROL		2%				\$	1,500						
TRAFFIC CONTROL		5%				\$	3,800						
MOBILIZATION		10%				\$	7,500						
CONSTRUCTION CONTINGENCY		20%				\$	15,000						
III. CONSTRUCTION COST SUBTOTAL								\$	103,000	\$	103,000	80%	
	ENGINEERING AND DESIGN	17%				\$	17,500						
	CONSTRUCTION ENGINEERING AND INSPECTION (CE&I)	8%				\$	8,200						
IV. TOTAL PROJECT COST								\$	128,700	\$	128,700	100%	
This estimate represents our engineering judgment as professionals knowledgeable with the construction of similar projects. This estimate is for planning and programming purposes only and does not guarantee what actual construction costs will be.													

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LEGEND

	CONCRETE PAVERS (PER COA STD. 480S-5)		WASTE RECEPTACLE
	CONCRETE SIDEWALK		EXISTING SIGNAL POLE
	PLATE COVERED FLUME		BENCH
	INLET EXTENSION WITH STEEL SIDEWALK BRIDGE		BIKE RACK
	CONCRETE WALL		ILLUMINATION POLE
	EXISTING PARCEL LINE		RC PIPE
	CURB & GUTTER		NEW INLET
	HANDRAIL (TY E) (PER TXDOT STD. PRD-13)		BOLLARD
	TREE & TREE WELL (PER COA STD. 432S-7C)		PEDESTRIAN PUSH BUTTON POLE

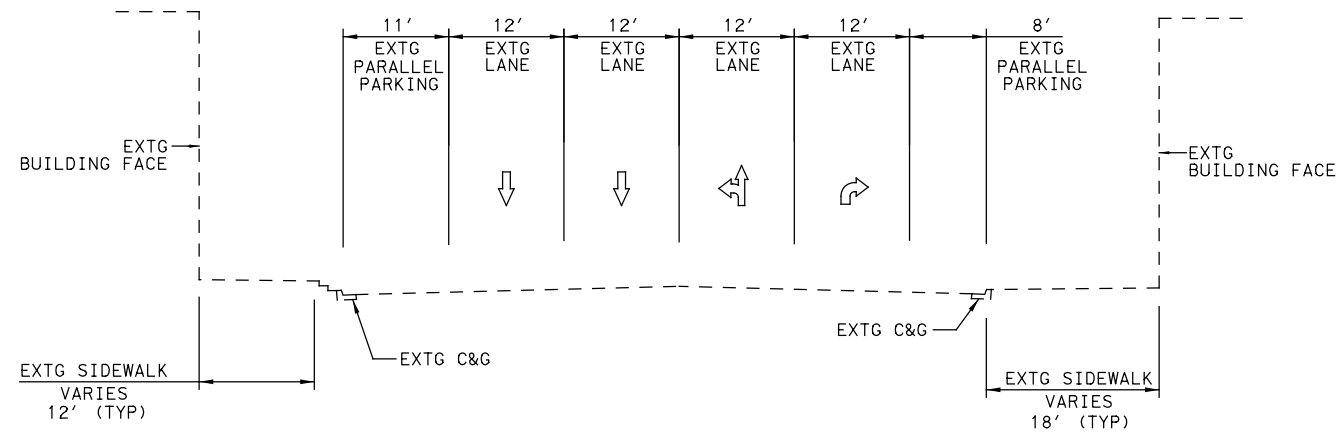


CITY OF TAYLOR 2ND STREET DTMP IMPLEMENTATION

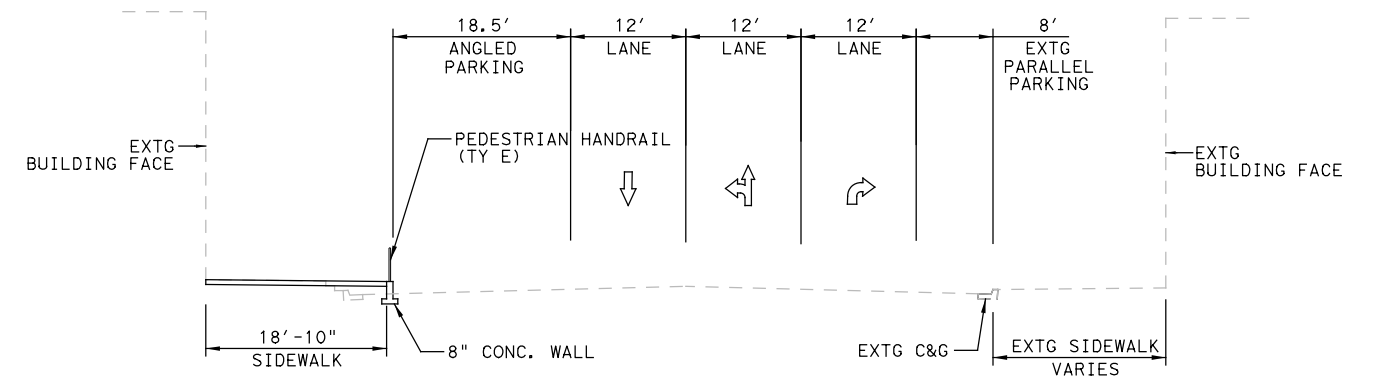


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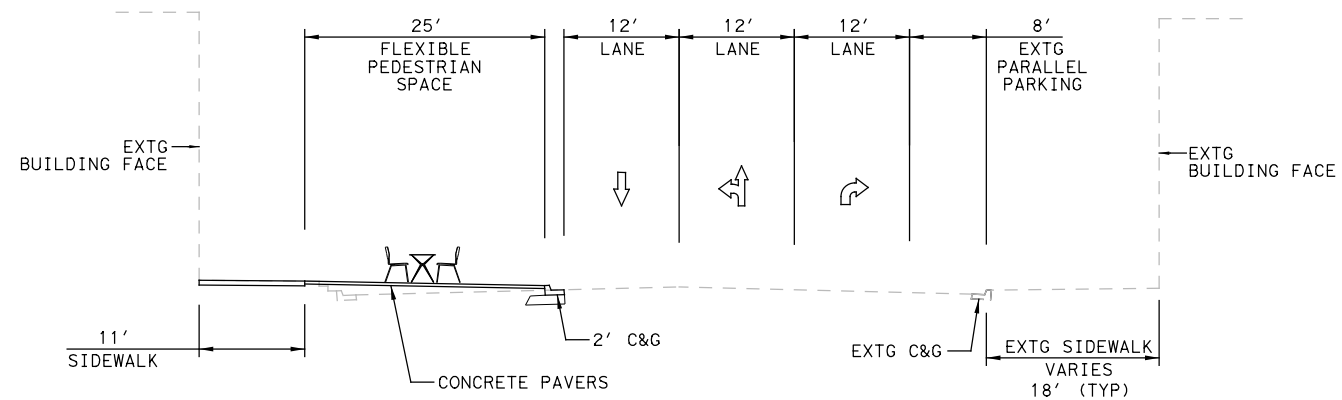
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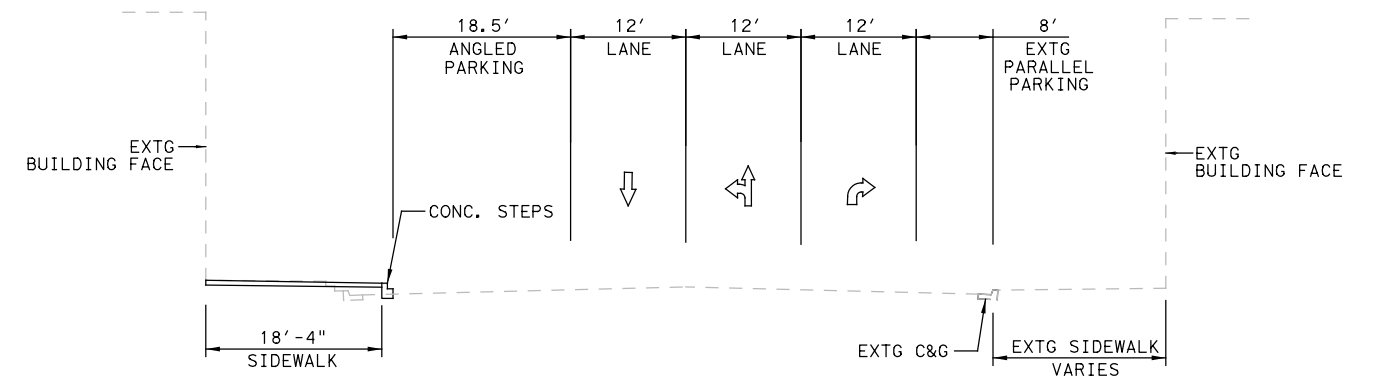
EXISTING TYPICAL SECTION
LOOKING EAST



PROPOSED TYPICAL SECTION
LOOKING EAST
WITH CONC. WALL AND HANDRAIL



PROPOSED TYPICAL SECTION
LOOKING EAST
AT INTERSECTION CORNERS



PROPOSED TYPICAL SECTION
LOOKING EAST
WITH CONC. STEPS

SCALE IN FEET: NTS

CITY OF TAYLOR 2ND STREET TYPICAL SECTIONS

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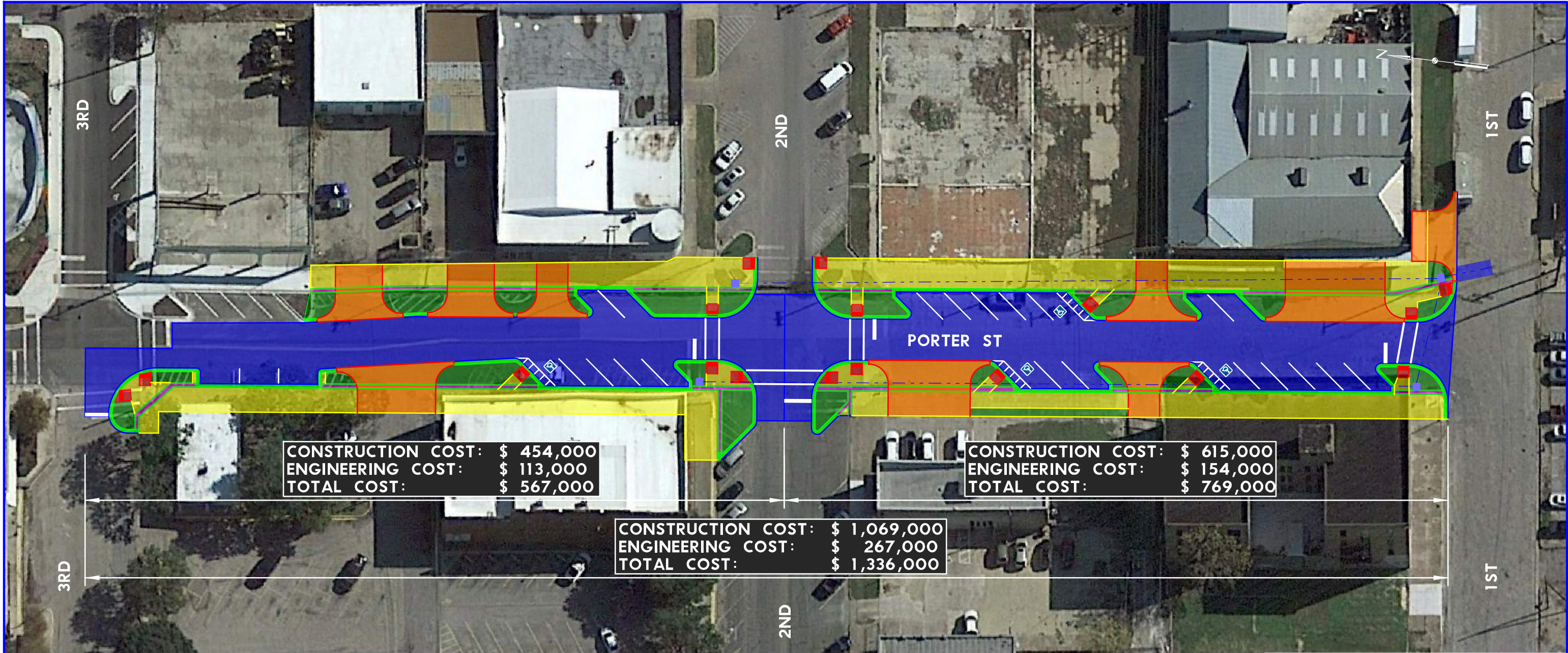
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Round Rock, Texas 78681
Texas Registered Engineering Firm F-754



ESTIMATED CONSTRUCTION COST			PROJECT NAME:		2nd Street DTMP Implementation				
			PROJECT LENGTH/LIMITS:		0,320'	Talbot Street to N. Main Street			
			PROJECT DESCRIPTION:		Reconstruct 2nd St. with curb, gutter, sidewalks, and streetscape improvements.				
I. CONSTRUCTION ITEMS			QTY	UNITS	UNIT	PRICE	TOTAL COSTS	SUBTOTALS	% OF TOT PROJECT
		Roadway						\$ 173,578	33%
1	PREPARING ROW & REMOVING ASPHALT		3	STA	\$	4,000	\$ 12,800		
2	REMOVE CONCRETE SIDEWALKS		652	SY	\$	15	\$ 9,782		
3	REMOVE CONCRETE CURB		386	LF	\$	6	\$ 2,316		
4	FLEXIBLE BASE		123	CY	\$	50	\$ 6,100		
5	PEDESTRIAN HANDRAIL (TY E)		212	LF	\$	120	\$ 25,400		
6	CONCRETE SIDEWALK		675	SY	\$	45	\$ 30,400		
7	PEDESTRIAN CURB RAMPS		4	EA	\$	1,500	\$ 6,000		
8	CONC CURB & GUTTER (TY II)		263	LF	\$	20	\$ 5,300		
9	CONCRETE PAVER UNITS		1,985	SF	\$	12	\$ 23,820		
10	SMALL CONCRETE WALL		196	LF	\$	150	\$ 29,400		
11	PEDESTRIAN PUSH BUTTON POLES & FIXTURES		1	LS	\$	15,000	\$ 15,000		
12	CONCRETE STAIRS		132	SF	\$	55	\$ 7,260		
		Drainage						\$ 36,100	7%
13	DRAINAGE (INLET EXTENSIONS, INLETS, CONCRETE FLUME WITH GRATE, RCP)		1	LS	\$	36,100	\$ 36,100		
		Furnishings							
14	ILLUMINATION POLES AND FIXTURES		4	EA	\$	5,500	\$ 22,000		
15	CONDUIT/WIRING		300	LF	\$	5	\$ 1,500		
16	ELECTRICAL OUTLETS AT EACH TREE		4	EA	\$	500	\$ 2,000		
17	BENCHES		4	EA	\$	5,500	\$ 22,000		
18	WASTE & RECYCLING RECEPTACLES		2	EA	\$	2,300	\$ 4,600		
19	BIKE RACKS		3	EA	\$	3,100	\$ 9,300		
20	FIXED BOLLARD		10	EA	\$	2,500	\$ 25,000		
		Landscape & Irrigation						\$ 17,280	3%
21	TREES 5" Caliper, 16' height (Installed with staking)		4	EA	\$	1,000	\$ 4,000		
22	ROOT & WATER BARRIERS (Furnish and Install)		152	LF	\$	40	\$ 6,080		
23	TREE WELL		4	EA	\$	1,800	\$ 7,200		
I. CONSTRUCTION ITEMS SUBTOTAL							\$ 313,358		
II. PERCENTAGE ESTIMATE ITEMS									
EROSION CONTROL			2%				\$ 6,300		
TRAFFIC CONTROL			5%				\$ 15,700		
SIGNING & PAVEMENT MARKINGS			3%				\$ 9,400		
MOBILIZATION			10%				\$ 31,300		
CONSTRUCTION CONTINGENCY			20%				\$ 62,700		



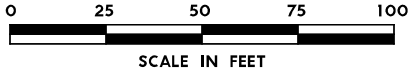
ESTIMATED CONSTRUCTION COST		PROJECT NAME:		2nd Street DTMP Implementation									
		PROJECT LENGTH/LIMITS:		0,320'		Talbot Street to N. Main Street							
		PROJECT DESCRIPTION:		Reconstruct 2nd St. with curb, gutter, sidewalks, and streetscape improvements.									
I. CONSTRUCTION ITEMS			QTY		UNITS	UNIT	PRICE	TOTAL	COSTS	SUBTOTALS	% OF TOT PROJECT		
III. CONSTRUCTION COST SUBTOTAL									\$	438,758	\$	438,758	83%
	ENGINEERING AND DESIGN		15%					\$	65,800				
	CONSTRUCTION ENGINEERING AND INSPECTION (CE&I)		6%					\$	26,300				
IV. TOTAL PROJECT COST									\$	530,858	\$	530,858	100%
This estimate represents our engineering judgment as professionals knowledgeable with the construction of similar projects. This estimate is for planning and programming purposes only and does not guarantee what actual construction costs will be.													



CONSTRUCTION COST: \$ 454,000
ENGINEERING COST: \$ 113,000
TOTAL COST: \$ 567,000

CONSTRUCTION COST: \$ 615,000
ENGINEERING COST: \$ 154,000
TOTAL COST: \$ 769,000

CONSTRUCTION COST: \$ 1,069,000
ENGINEERING COST: \$ 267,000
TOTAL COST: \$ 1,336,000



PAVEMENT SECTION
2.5" ASPHALT AND PRIME COAT
14" FLEXIBLE BASE (TY-A GR 2)
GEOGRID
8" LIME TREATED SUBGRADE (8%)

NOTES:
1. ASSUMES EXISTING WATER AND WASTEWATER ARE TO REMAIN IN PLACE.

LEGEND

- | | |
|-------------------|------------------|
| RECONSTRUCTION | EDGE OF PAVEMENT |
| CURB & GUTTER | CURB LINE |
| CONCRETE DRIVEWAY | STORM SEWER |
| SIDEWALK | FLUME |
| CURB RAMP | INLET |
| LANDSCAPING | |

**CITY OF TAYLOR
PORTER ST**



HDR HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

City of Taylor Downtown Streets

Construction Cost Estimate

Porter Street

5/3/2021



F-754

TXDOT ITEM	TXDOT DESCRIPTION	UNIT	UNIT PRICE ¹	1st to 2nd		2nd to 3rd		TOTAL	
				QTY	PRICE	QTY	PRICE	QTY	PRICE
DEMO / REMOVALS									
100	PREPARING ROW	STA	\$ 4,000.00	4	\$ 16,000	4	\$ 16,000	8	\$ 32,000
104	REMOVING CONC (MISC)	SY	\$ 25.00	1,025	\$ 25,625	754	\$ 18,850	1,779	\$ 44,475
105	REMOVE STAB BASE & ASPH PAV (24")	SY	\$ 10.00	1,988	\$ 19,880	2,000	\$ 20,000	3,988	\$ 39,880
496	REMOV STR (INLET)	EA	\$ 600.00	2	\$ 1,200	-	\$ -	2	\$ 1,200
496	REMOV STR (PIPE)	LF	\$ 15.00	78	\$ 1,170	-	\$ -	78	\$ 1,170
DEMO / REMOVALS SUBTOTAL				\$64,000		\$55,000		\$119,000	
ROADWAY AND PEDESTRIAN									
110	EXCAVATION (ROADWAY)	CY	\$ 10.00	342	\$ 3,420	251	\$ 2,510	593	\$ 5,930
132	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	\$ 12.00	342	\$ 4,104	251	\$ 3,012	593	\$ 7,116
170	IRRIGATION SYSTEM	LS	\$ 10,000.00	1	\$ 10,000	1	\$ 10,000	2	\$ 20,000
192	PLANT MATERIAL (45 GAL) (TREE)	EA	\$ 500.00	8	\$ 4,000	10	\$ 5,000	18	\$ 9,000
192	LANDSCAPING	SF	\$ 15.00	2,115	\$ 31,725	2,523	\$ 37,845	4,638	\$ 69,570
247	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	\$ 50.00	615	\$ 30,750	552	\$ 27,600	1,167	\$ 58,350
260	LIME (HYDRATED LIME (SLURRY))	TON	\$ 170.00	46	\$ 7,820	40	\$ 6,800	86	\$ 14,620
260	LIME TRT (EXST MATL)(8")	SY	\$ 5.00	1,581	\$ 7,905	1,417	\$ 7,085	2,998	\$ 14,990
310	PRIME COAT (MC-30)	GAL	\$ 4.50	389	\$ 1,751	352	\$ 1,584	741	\$ 3,335
340	D-GR HMA(SQ) TY-D SAC-B PG70-22	TON	\$ 115.00	178	\$ 20,470	161	\$ 18,515	339	\$ 38,985
5001	GEOGRID BASE REINFORCEMENT (TY II)	SY	\$ 5.25	1,581	\$ 8,300	1,418	\$ 7,445	2,999	\$ 15,745
529	CONC CURB (TY II)	LF	\$ 15.00	637	\$ 9,555	551	\$ 8,265	1,188	\$ 17,820
530	DRIVEWAYS (CONC)	SY	\$ 72.00	507	\$ 36,504	316	\$ 22,752	823	\$ 59,256
531	CONC SIDEWALKS (4")	SY	\$ 44.00	776	\$ 34,144	661	\$ 29,084	1,437	\$ 63,228
531	CURB RAMPS (TY 1)	EA	\$ 1,500.00	10	\$ 15,000	7	\$ 10,500	17	\$ 25,500
ROADWAY AND PEDESTRIAN SUBTOTAL				\$225,000		\$198,000		\$423,000	
DRAINAGE									
464	RC PIPE (CL III)(24 IN)	LF	\$ 85.00	734	\$ 62,390	64	\$ 5,440	798	\$ 67,830
465	MANH (COMPL)(PRM)(60IN)	EA	\$ 5,000.00	1	\$ 5,000	-	\$ -	1	\$ 5,000
465	INLET (COMPL)(PCO)(5FT)(NONE)	EA	\$ 5,500.00	2	\$ 11,000	2	\$ 11,000	4	\$ 22,000
531	DRIVEWAY FLUME	LF	\$ 120.00	134	\$ 16,080	104	\$ 12,480	238	\$ 28,560
531	SIDEWALK FLUME	LF	\$ 120.00	279	\$ 33,480	312	\$ 37,440	591	\$ 70,920
DRAINAGE SUBTOTAL				\$128,000		\$66,000		\$194,000	
UTILITY									
510	CONNECT TO EXISTING WATER LINE	EA	\$ 1,700.00	2	\$ 3,400	1	\$ 1,700	3	\$ 5,100
510	WATERLINE PRESSURE TESTING	LS	\$ 4,000.00	1	\$ 4,000	-	\$ -	1	\$ 4,000
511	VALVES	EA	\$ 1,900.00	2	\$ 3,800	1	\$ 1,900	3	\$ 5,700
	FIRE HYDRANT	EA	\$ 5,800.00	2	\$ 11,600	1	\$ 5,800	3	\$ 17,400
UTILITY SUBTOTAL				\$23,000		\$9,000		\$32,000	
SUM OF QUANTIFIED COSTS				\$440,000		\$329,000		\$769,000	

City of Taylor Downtown Streets

Construction Cost Estimate

Porter Street

5/3/2021



F-754

TXDOT ITEM	TXDOT DESCRIPTION	UNIT	UNIT PRICE ¹	1st to 2nd		2nd to 3rd		TOTAL	
				QTY	PRICE	QTY	PRICE	QTY	PRICE
UNQUANTIFIED COSTS ²									
	Construction Traffic Control	MO	\$ 2,000.00	4	\$ 8,000		\$ -	4	\$ 8,000
	Temporary and Permanent Erosion Control		1.5%		\$ 6,600		\$ 4,935	-	\$ 11,535
	Signing and Pavement Markings		1.5%		\$ 6,600		\$ 4,935	-	\$ 11,535
	Mobilization & Demobilization		10.0%		\$ 44,000		\$ 32,900	-	\$ 76,900
	Contingency ³		25.0%		\$ 110,000		\$ 82,250	-	\$ 192,250
SUM OF UNQUANTIFIED COSTS					\$175,000		\$125,000		\$300,000
CONSTRUCTION SUBTOTAL					\$615,000		\$454,000		\$1,069,000
RELATED PROJECT COSTS ⁴									
	Engineering and Design		17.0%	1	\$ 104,550	1	\$ 77,180	3	\$ 181,730
	CE&I (Construction Engineering & Inspection)		8.0%	1	\$ 49,200	1	\$ 36,320	3	\$ 85,520
SUM OF RELATED PROJECT COSTS					\$154,000		\$114,000		\$268,000
TOTAL OPTION COST (CURRENT YEAR)					2021		\$769,000		\$567,000
TOTAL OPTION COST (YEAR OF EXPENDITURE)					2022	3.0%	\$793,000		\$585,000
									\$1,378,000

ASSUMPTIONS:

Using 3rd Street Typical Section: 2.5" Asphalt, Prime Coat, 14" Flex Base, Geogrid, 8" Lime Stabilized Subgrade (8%) (To be Confirmed by Geotechnical Investigation)

1. Based on TxDOT unit prices and Engineering Judgement: October 2020.

2. Percentage calculated from SUM OF QUANTIFIED COSTS.

3. Contingency is included to account for conceptual level of detail.

4. Percentage calculated from CONSTRUCTION SUBTOTAL.

This estimate represents our engineering judgment as professionals knowledgeable with the construction of similar projects. This estimate is for planning and programming purposes only and does not guarantee what actual construction costs will be.



City Council Meeting *May 27, 2021* *Transmittal Letter*

STRATEGIC PILLAR

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

Agenda Item #: 14
Agenda Title: Receive presentation on state of the Human Resources Department.

Council Action to be taken: Receive presentation

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 Mrs. Gros to present an assessment of the Human Resources Department and discuss future plans and needs including budgetary considerations.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

As part of the FY2022 budget cycle, each department will present a State of the Department presentation providing Council with the status of each department. This presentation will provide the responsibilities, focus areas, and challenges of the Human Resources Department.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
N/A	N/A

4. RECOMMENDATION

Receive presentation.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

14a. [PowerPoint presentation](#)



City of Taylor

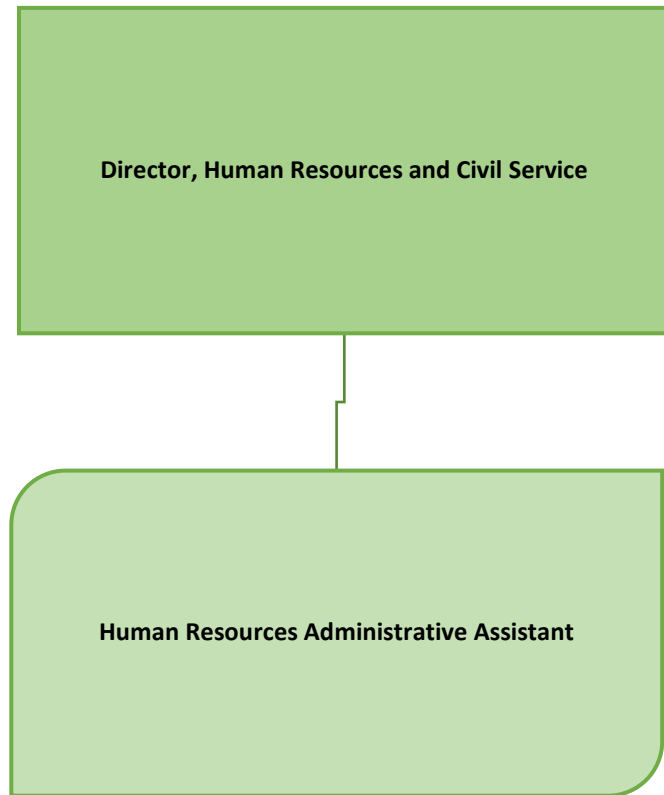
State of the Human Resources Department

May 2021

MISSION STATEMENT

The Human Resources Department supports the City's efforts to attract, develop and retain a diverse, well-qualified and productive workforce that is capable of providing quality services to the citizens of Taylor.

Organizational Structure and Responsibilities



Compensation and Benefits

Recruitment and Selection

Training and Development

Performance Management

Employee Relations

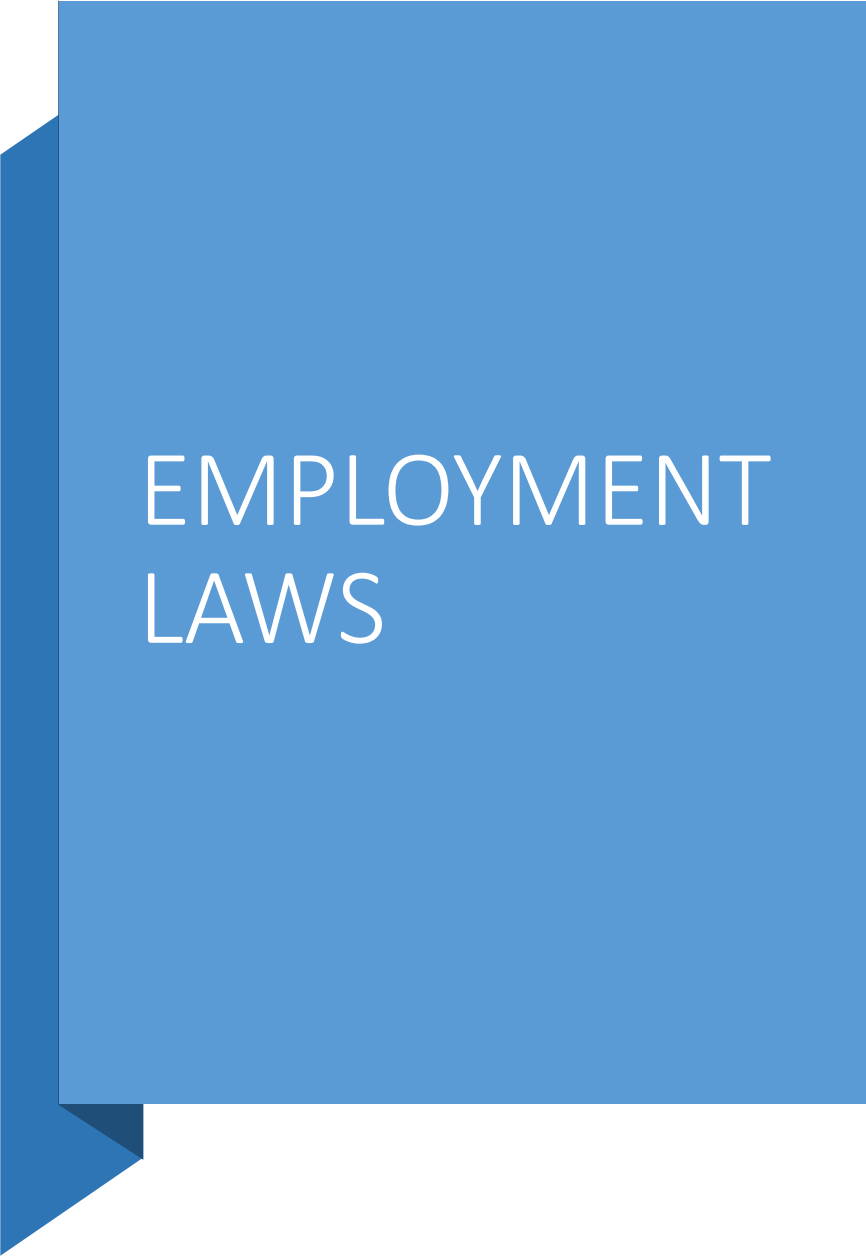
Record Retention

Employee Policies and Procedures

Compliance with local, state, and federal employment laws

Administer responsibilities of TLGC 143 for PD and FD

Serve as secretary for the Civil Service Commission



EMPLOYMENT LAWS

- Fair Labor and Standards Act (FLSA)
- Family Medical Leave Act (FMLA)
- Title VII of the Civil Rights Act of 1964
- Americans with Disabilities Act
- Workers' Compensation
- Consolidated Omnibus Budget Reconciliation Act (COBRA)
- Health Insurance Portability and Accountability Act (HIPAA)
- Texas Local Government Code 143 (Civil Service)

Focus Areas

Recruitment and Retention Strategies

- Find new sources to attract candidates
- New Employee Orientation
- Organizational Culture
- Reduce turnover
 - With retirements 12%
 - Without retirements 9%

Total Compensation

- Implemented new pay schedules for Fire & Police
- Moved non-civil service job classifications into correct range
- Update Salary Survey in FY22
- Great benefits

Diversity, Equity, and Inclusion

- Hired Seapine to assess our organization for DEI issues and concerns and provide recommendations going forward

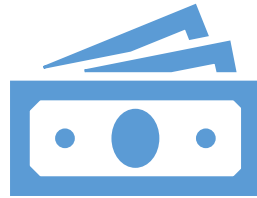
Policies and Procedures

- Compliance
- Align with City goals and objectives
- Tracking of work activities
- Training

Challenges



Technology



Pay



Frequently changing
employment laws

QUESTIONS?



City Council Meeting May 27, 2021 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 15
Agenda Title: Receive State of the Department report for City Finance and Utility Billing

Council Action to be taken: Receive report

Department Submitted: Finance

Staff Contact: Jeffrey Wood, Director of Finance
Sarah Richardson, Asst Director of Finance

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to provide a State of the Department presentation for the City's Finance Department and the Utility Billing Department.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

As part of the FY2022 budget cycle, each department will present a State of the Department presentation providing Council with the status of each department. This presentation will provide information about the department and identify any challenges that exist within the department.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
N/A	N/A

4. RECOMMENDATION

Receive the report.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

15a. [State of the Department presentation for Finance](#)

15b. [State of the Department presentation for Utility Billing](#)



FINANCE DEPARTMENT PRESENTATION

Mission Statement

The Finance Department is dedicated to providing quality financial management for the City of Taylor's resources; to provide the highest level of customer service and customer support to the citizens of Taylor regarding financial matters and utility billing issues; and to assist all of the departments of the City at fulfilling the strategic plans set forth by the City Council regarding financial affairs. The Finance Department strives for excellence in the financial matters of the City of Taylor.

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Finance Department

- Department of 5
- Some of the duties of the department:
 - Accounts Payable (processing invoices, coding expenses, maintaining vendor files)
 - Payroll - Biweekly
 - Accounting – General City Activities
 - Project Accounting
 - Budget Development and Administration
 - Budget Amendments and Adjustments
 - Capital Improvement Plan Management
 - P-card Reconciliation
 - Debt Management
 - Bond & Grant Reconciliation
 - Financial Analysis & Planning
 - Annual Audit, Single Audit, Debt Audit
 - Bid Notices and Publications
 - Purchase Order Processing and Compliance
 - Financial Report Filing with State and Federal Agencies
 - Utility Billing Oversight (process refunds, NSF payments, general supervision)
 - Assist Other Departments with Historical and Financial Inquiries

Some Key Activities

<u>Outputs:</u>	FY 15-16	FY 19-20	% Change
Total value of A/P	19,996,087	25,074,204	25.40%
# ACH/EFT/Draft for A/P payments	407	2,006	392.87%
Purchase Card Transactions Reviewed	551	1,082	96.37%
Accounts Payable checks issued	4,205	2,710	-35.55%
Total Payments Process	5,163	5,798	12.30%
Purchase orders issued	510	514	0.78%
PO's over \$10,000	13	46	253.85%
Journal Entries	1,149	2,310	101.04%
Payroll direct deposits processed	3,803	4,134	8.72%
FTE's	146	159	8.72%



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

City of Taylor

Texas

For the Fiscal Year Beginning

October 1, 2019

Christopher P. Morill

Executive Director



Awarded the Government Finance Officer Association (GFOA) Distinguished Budget Award for adhering to the highest standards of governmental budgeting.

The 2018-19 Award was the first budget award in six years and only the sixth such award achieved by the city. We received our seventh award for the 2019-20 budget year.



Government Finance Officers Association

Certificate of
Achievement for
Excellence in Financial
Reporting

Presented to
City of Taylor
Texas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2019

Christopher P. Morrell

Executive Director/CEO

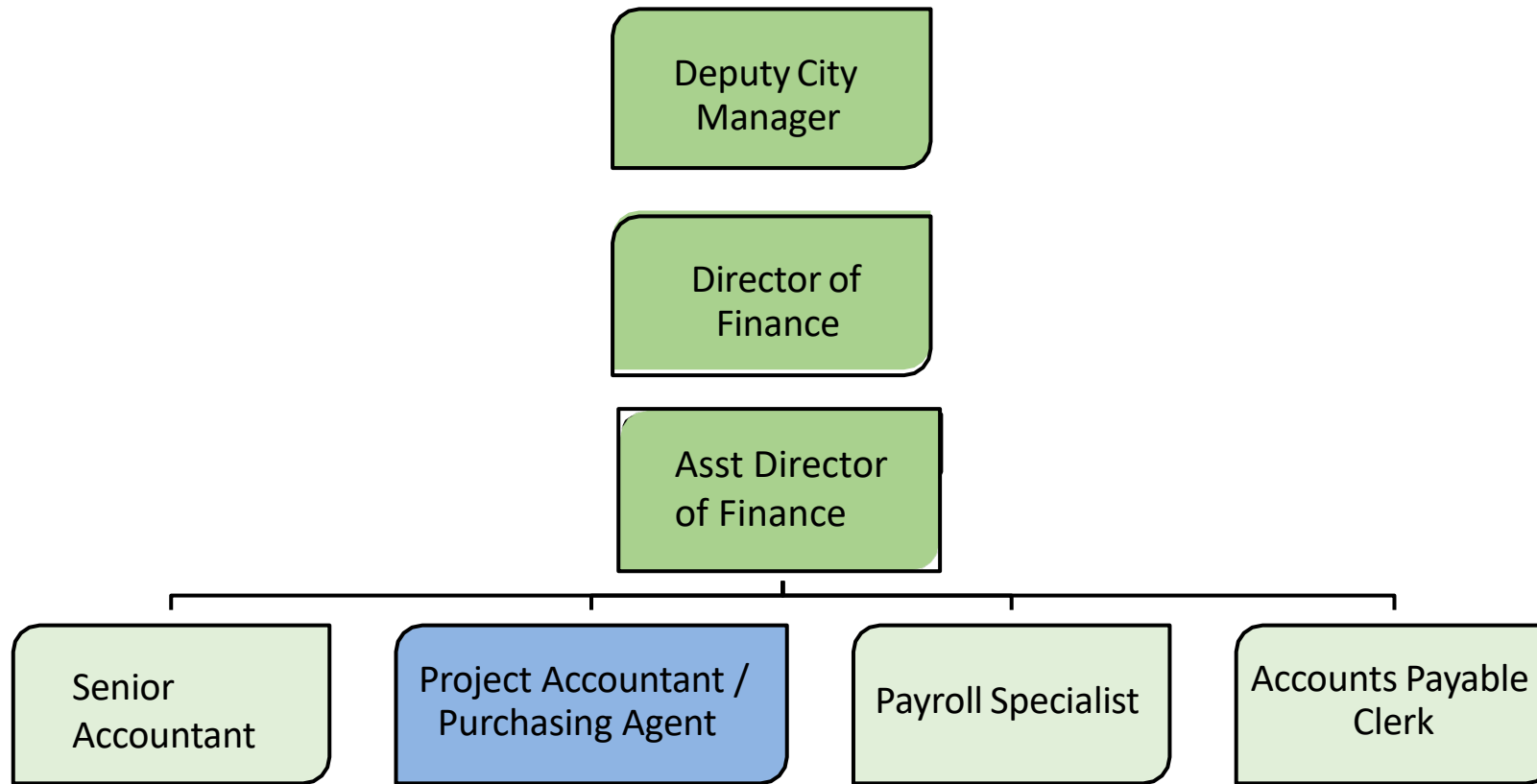


Awarded a Certificate of Achievement for Excellence
in Financial Reporting for our Comprehensive Annual
Financial Report for the 12th consecutive year.

In order to be awarded a Certificate of Achievement, a
local government must publish a Comprehensive
Annual Financial Report that is easy to read and well
organized, as well as meeting both generally accepted
accounting principles and applicable legal
requirements.

DEPARTMENT CHALLENGES

- Key staff member retiring at year end
 - Losing more than 40 years' worth of institutional knowledge
- City growth brings more complex financial issues and challenges that require more staff time to address
- City growth results in more financial transactions to process and reconcile
- City growth will result in more debt and grant funding
 - Increase workload with project accounting, CIP management, payment processing, purchasing and financial analysis
- Lack of departmental depth makes it difficult to cover vacancies
- Current financial software has significant limitations in reporting and ease of use
 - A replacement suite of software would be a significant cost



Benefits of Additional Staff Position

- Centralize purchasing process
- Provide uniformity and consistency to purchase order processing
- Dedicated staff to ensure compliance with state purchasing laws
- Provide better oversight of purchasing contracts
- Free up staff time that is now devoted to purchasing processes
- Provide improved project cost accounting
- Enhance Capital Improvement Plan development and oversight

Second Opinion: Auditor Letter SAS 115

Finding

The purchasing function for the City has traditionally been performed by the department heads and reviewed by management. As a result, there are variations in practice which may make it difficult for management to verify compliance with all bidding requirements and to make sure the City is purchasing from the most prudent vendor. If it is centralized, the purchasing function can be reformed into a specialized process which creates consistency in practice, takes advantage of volume discounts, and ensures compliance with laws and regulations.

Recommendation

The City should consider designating an employee to handle the purchasing process for all departments or research the cost/benefit of adding an additional employee to handle this.



UTILITY BILLING DEPARTMENT PRESENTATION

Mission Statement

The mission of the City of Taylor Utility Billing Department is to provide the citizens of Taylor with prompt and courteous customer service while maintaining an accurate and efficient utilities billing and collection systems.

A decorative graphic element at the bottom of the slide, consisting of a horizontal bar with a green-to-dark-green gradient, overlaid with a semi-transparent white rectangle.

Utility Billing Department

Department of 6

- Utility Billing Manager (1)
- Utility Billing Clerks (3)
- Service Technicians (2)

Department Description and Duties:

- Maintain customer service/communications
 - Phone calls/face-to-face/written/website
 - Customer inquiries/addressing questions/problem solving/resolving complaints
- Manage billing services
 - Monthly meter reads (and re-reads when necessary)
 - Annual sewer averaging calculation
 - Monthly invoices – water, sewer, trash, recycling, various fees
 - Late notices (when necessary)
 - Reminder call system setup

Utility Billing Department

Department Description and Duties (cont'd):

- Manage financial operations
 - Establish and modify accounts (residential and commercial)
 - Accept/post payments
 - Mail/night drop/drive-up window/walk-up window (when City Hall is open)
 - Cash/checks/credit card/EFT payments
 - Process bank deposits
 - Reconcile all payment receipts daily
 - Prepare various reports as required/requested
- Perform utility meter repair and maintenance
 - Execute/complete service order requests
 - Perform utility customer service valve turn-ons and turn-offs
 - Address customer concerns/answer questions

Utility Billing Department

Challenges

- City growth results in added customer account maintenance, invoicing volume, service orders, and financial transactions to process and reconcile
 - As of April 30th – approx. 6,500 active accounts (equates to 78,000 annual invoices)
 - Estimated increase of 300+ new active accounts before end of fiscal year
 - Additional growth anticipated in foreseeable future
 - Lack of departmental depth makes it challenging to cover absences (no additional employee requests at this time – will be required with future growth)
 - Lack of space (office and storage)
- 
- 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.

Utility Billing Department

Year in Review

- Maintained full in City Hall staffing during COVID pandemic
 - Kept business activities flowing without interruption
 - Accepted payments for multiple city departments through the drive-up window
 - Accepted all correspondence, packages, and deliveries for all city departments
 - Carried out billing & service changes related to pandemic (no late fees, no credit card fees, no service disconnections for non-payment)
 - Assisted customers in need obtain financial assistance from outside organizations to pay utility bills
 - Dealt with service and billing impacts of winter storm
- 
- 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.