

AGENDA

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

FEBRUARY 09, 2010, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

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.)

CONSENT AGENDA

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

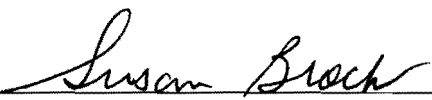
1. Minutes for January 26, 2010. (Susan Brock)
2. Ordinance 2010-5, amending Sign Ordinance. (Bob vanTil)
3. Ordinance 2009-37 adopting Engineering Manual. (John Elsdon; Casey Sledge)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

4. Consider contract for water with the City of Thrall. (Jim Dunaway)
5. Consider introducing Ordinance 2010-9 authorizing the Mayor to enter into an agreement with the City of Hutto regarding extraterritorial jurisdiction. (Bob vanTil)
6. Consider introducing Ordinance 2010-6 abandoning the south portion of the alley on Block 26, Washington Heights Addition, between Bland and Symes Streets, north of San Gabriel Street. (Bob vanTil)
7. Consider awarding bid for Signage Fabrication and Installation at the Taylor Regional Park and Sports Complex. (Danny Thomas; Casey Sledge)
8. Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
 - a) Project Remington
9. Executive Session II. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with it's City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.
 - a) Project Geo-Algae
10. Consider action from Executive Sessions I and II.

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. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on February 5, 2010 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 Daily Press.

Posted By: 
Susan Brock, City Clerk



***City Council Meeting
February 9, 2010
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Minutes for January 26, 2010.
Council Action: Motion to approve or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

Pursuant to the Open Meetings Law, Chapter 551, Government Code and in accordance with the authority contained in Section 551.021 and the City Charter, the "Minutes" of each City Council 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. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

1a. Minutes, January 26, 2010

The City Council of the City of Taylor met on January 26, 2010 at City Hall, 400 Porter St., Taylor, Texas. Mayor Hortenstine declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem Ella Pumphrey Jez
Council Member Christopher Gonzales
Council Member Donald Hill
Council Member John McDonald

City Manager, Jim Dunaway
City Attorney, Ted Hejl
City Clerk, Susan Brock

INVOCATION

Chief Jeff Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

No citizens came forward during this time.

CONSENT AGENDA

1. MINUTES FOR JANUARY 14, AND JANUARY 19, 2010.
2. ORDINANCE 2010-2 AMENDING THE FEE ORDINANCE TO INCLUDE A CHANGE TO PARK CONCESSION FEES AND SOLID WASTE SERVICE FEES.

ORDINANCE NO. 2010-2

AN ORDINANCE AMENDING ORDINANCE NO. 2009-29 ADOPTED ON SEPTEMBER 22, 2009 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY; REPEALING ALL ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING A SEVERANCE CLAUSE.

3. CONSIDER ACCEPTING SEMI ANNUAL IMPACT FEE REPORT.
4. CONCUR WITH PRELIMINARY FINANCIALS FOR DECEMBER, 2009.

Council Member McDonald asked to have item number 4 removed for further discussion and then moved to approve consent agenda items 1-3 as presented and Council Member Hill seconded the motion. VOTE: Five voted Aye. Motion passed.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

4. CONCUR WITH PRELIMINARY FINANCIALS FOR DECEMBER, 2009.
Council Member McDonald expressed concern for the delinquent collections on cemetery accounts. Ms. Rosemarie Dennis, Finance Director, explained that staff have been working with those accounts and have either renegotiated the contracts or made arrangements for different payment options and that those accounts are now current. With no further questions, Council Member McDonald moved to approve the financials as presented and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

5. CONSIDER APPROVING ORDINANCE 2010-1 TO REZONE PROPERTY OWNED BY D & R ASSOCIATES, INC. LOCATED IN THE VICINITY OF 500 WEST 2ND STREET, ALSO KNOW A LOTS 1 AND 2 AND APART OF LOT 3(S/PT) BLOCK 61, CITY OF TAYLOR, FROM LOCAL BUSINESS (B-1) TO GENERAL BUSINESS (B-2)

Mr. John Elsdon, City Planner, presented a request to continue the process to approve Ordinance 2010-1 to rezone property located at 500 West 2nd Street. At the January 14, 2010 council meeting the request originally included two properties, 500 and 512 West 2nd Street. After much discussion, the property owner asked to consider his request without the second property. The Ordinance has since been amended and now only applies to the property at 500 West Second Street.

Without further discussion, Council Member Hill moved to approve Ordinance 2010-1 as revised and Mayor Pro Tem Jez seconded the motion. VOTE: Five voted AYE. Motion passed.

6. CONDUCT PUBLIC HEARING AND CONSIDER APPROVING RESOLUTION R10-1 REGARDING A SMALL COMMUNITIES GRANT APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR THE TAYLOR REGIONAL PARK AND SPORTS COMPLEX.

Mr. Bob vanTil, Director of Community Development, asked Council to conduct a public hearing on a grant application to the Texas Parks and Wildlife Department. This item was previously discussed at the January 14, 2010 meeting but brought back for additional comment and comparison to a previous grant application request for Fannie Robinson Park. Mr. van Til pointed out that this particular grant application includes activities that will benefit both the elderly and younger age groups. Included in the plan are a fishing platform, trail, and wetland and wildflower gardens to be shared by older adults as well as a climbing boulder for the grandchildren who may be visiting the park with their grandparent.

Mayor Hortenstine declared the public hearing open and Tricia Rosetty with the Taylor Daily Press asked for clarification on the amenities, including the "climbing boulder". Hearing no additional public comments, Mayor Hortenstine closed the public hearing. Council Member Hill expressed his support for this project and Mayor Pro Tem Jez stated her appreciation of the fact that the project is a valuable addition to the park with no additional cost to the city.

Mayor Pro Tem Jez moved to approve Resolution R10-1 as presented and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

7. CONDUCT PUBLIC HEARING AND CONSIDER APPROVING RESOLUTION R10-2 REGARDING A SMALL COMMUNITIES GRANT APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR FANNIE ROBINSON PARK.

Mayor Hortenstine asked that this item be pulled since the previous item was the only one considered and approved.

8. CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS.

Ms. Susan Brock, City Clerk, presented a request to consider reappointments and new appointments to the city boards and commissions whose terms have expired. Council was provided with recommendations from the individual boards, applications, and attendance records for those under consideration for reappointment. Ms. Brock provided a summary of those recommendations.

Council Member Gonzales asked for an opportunity to inform Council that a late application was received from Mr. Gummie Gonzales for either the Taylor Housing Authority or the Planning and Zoning Board and that he has expressed an interest in being considered for future appointments as they come available. He then moved to approve the appointments and reappointments as presented and Mayor Pro Tem Jez seconded the motion. VOTE: Five voted AYE. Motion passed.

9. CONSIDER APPOINTMENTS TO THE TAYLOR COMMUNITY DEVELOPMENT CORPORATION.

Mr. vanTil presented a request for Council to appoint at least five members to the newly formed Community Development Corporation and to consider appointing a Council member to this Board. Mayor Pro Tem Jez reminded staff that a past decision of the council was to not have council members serve on boards or committees. Council Member Hill suggested that each Council member be allowed to submit one name, not necessarily from their respective districts. Mayor Pro Tem Jez nominated Janette Polach to this board and Council Member McDonald asked to consider including the person who serves as the President of the Taylor Economic Development Corporation as a member. Other Council Members requested additional time to come forward with their nominees.

10. CONSIDER INTRODUCING ORDINANCE 2010-5 AMENDING SIGN ORDINANCE 2008-20 TO ALLOW SIGNS IN THE PARK AND INSTITUTIONAL ZONING DISTRICTS.

Mr. Elsdon presented a request consider introducing an ordinance that would amend the Sign Ordinance to allow freestanding and low profile signs in the park and institutional districts. Hearing no discussion, Mayor Hortenstine asked Mr. Hejl to formally introducing the ordinance as presented.

ORDINANCE 2010-05

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE NO. 2008-20 TO ALLOW FREESTANDING, LOW PROFILE AND ATTACHED SIGNS IN THE PARK (P) AND INSTITUTIONAL (I) ZONING DISTRICTS; PROVIDING A SEVERABILITY CLAUSE.

11. CONSIDER APPROVING RESOLUTION R10-03 CALLING AN ELECTION FOR THE PURPOSE OF ELECTING TWO COUNCIL MEMBERS, ONE FROM DISTRICT 1 AND ONE FROM DISTRICT 4, ON MAY 8, 2010, DESIGNATING POLLING PLACES AND PROVIDING NOTICE OF THE ELECTION.

Ms. Brock presented a request to call the election for two council members, Council Members Hill and Jez terms expire in May of 2010. Candidate applications will be accepted between February 8 and March 8 for the May election. She noted that newly annexed residents' voting districts are still under consideration by the Department of

Justice and a determination should be forthcoming by February 22.

Council Member McDonald moved to approve Resolution R10-3 and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

12. CONSIDER JOINT AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH THE WILLIAMSON COUNTY ELECTION DIVISION FOR THE MAY 8, 2010 MUNICIPAL ELECTION.

Ms. Brock presented a request to enter into a joint agreement with Williamson County and the Taylor Independent School District for the May election. This allows all entities an opportunity to share costs and consolidate resources. The Contract for Election Services signed last year will not expire until 2014 and this item was removed for consideration.

Council Member Hill moved to approve the joint agreement as presented and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

13. CONSIDER ACCEPTING PUBLIC IMPROVEMENTS FOR SPJST REST HOME PROJECT.

Mr. Danny Thomas, Director of Public Works, presented a request to consider formally accepting public improvements completed during the construction project at the SPJST Rest Home. Improvements to the water line and fire hydrants were satisfactorily completed and will be added to the city assets.

Mayor Pro Tem Jez moved to accept the public improvements as presented and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

14. CONSIDER MOVING REGULAR COUNCIL MEETING FROM THURSDAY, FEBRUARY 11, 2010 TO TUESDAY, FEBRUARY 9, 2010 DUE TO A SCHEDULING CONFLICT.

Mr. Dunaway presented a request to consider moving the regular council meeting from Thursday February 11 to Tuesday February 9 to accommodate a schedule conflict for himself and Mr. Hejl who will be attending a mandatory civil service conference out of the city.

Council Member Gonzales moved to change the council meeting from February 11 to February 9, 2010 and Mayor Pro Tem Jez seconded the motion. VOTE: Five voted AYE. Motion passed.

15. EXECUTIVE SESSION. The Taylor City Council will hold a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.074 to discuss the evaluation and reappointment of Municipal Judge Randall Pick.

Mayor Hortenstine adjourned Council to Executive Session at 6:45 p.m.

16. CONSIDER ACTION FROM EXECUTIVE SESSION.

Council returned to open session at 7:58 p.m. and Mayor Hortenstine stated that no action was taken during the Executive Session.

Mayor Hortenstine commended Judge Pick on his outstanding service and expressed appreciation for his willingness to continue to serve the community. Council Member Hill moved to approve the two year reappointment of Judge Pick as municipal judge and Mayor Pro Tem Jez seconded the motion. (Although no vote was taken, the comments preceding the vote were that the decision was unanimous). Motion passed by consensus.

ADJOURN

With no further business; Mayor Hortenstine adjourned the meeting at 8:00 p.m.

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk



***City Council Meeting
February 9, 2010
Agenda Item Transmittal***

Agenda Item #: 2

Agenda Title: Approve Ordinance 2010-5 amending the Sign Ordinance 2008-20 to allow signs in the Park and Institutional Zoning Districts.

Council Action: Approve by consent

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

To approve Ordinance 2010-5 allowing signs in the new Park (P) and Institutional (I) Zoning Districts.

2. DESCRIPTION/ JUSTIFICATION

The amendments being presented would allow attached, freestanding and low profile signs to be placed within the Park and Institutional Zoning Districts.

Section 3.10 of the Sign Ordinance, Paragraphs 1 and 6 will be amended to allow Freestanding Commercial Signs in the P & I Districts.

Amending Table 1 will also allow attached, freestanding and low profile signs by adding "I" and "P" under Permitted District to be placed in the new zoning districts. Amending Table 2 will allow signs in the P and I Districts located on an arterial road with at least 100 feet of road frontage to be a maximum of 35 feet in height with a minimum distance from the curb or edge of pavement of 30 feet to the nearest part of the sign, which is the same allowance for signs in the B-1, B-2, B-3, M-1 and M-2 Districts.

Any signs located in the new districts will be required to meet all other standards within the Sign Ordinance.

3. FINANCIAL/BUDGET

4. RECOMMENDATION

Approve Ordinance 2010-5.

5. REFERENCE FILES

2a. Ordinance 2010-5

ORDINANCE 2010-05

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS,
AMENDING ORDINANCE NO. 2008-20 TO ALLOW
FREESTANDING, LOW PROFILE AND ATTACHED SIGNS IN
THE PARK (P) AND INSTITUTIONAL (I) ZONING
DISTRICTS; PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the Taylor City Council has the authority to regulate signage to benefit the health, safety, and welfare of the community; and

WHEREAS, the Taylor City Council desires to amend Sign Ordinance 2008-20 to allow freestanding, low profile and attached signs in the Park (P) and Institutional (I) Zoning Districts;

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

SECTION 1.

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

SECTION 2.

Section 3.10, paragraph 1 of the sign ordinance shall read as follows:

3.10 Freestanding Commercial Signs

1. Freestanding commercial signs are allowed only on developed commercial property in B-1, B-2, B-3, M-1 and M-2 zone, and are allowed in the Park (P) and Institutional (I) zones. A premise with less than seventy-five (75) feet of frontage shall be allowed to use one low profile sign. A premise with more than seventy-five (75) feet of frontage shall be allowed to use Table 2 standards for one freestanding sign rather than one low profile sign.

Section 3.10, paragraph 6 of the Sign Ordinance shall read as follows:

No more than one freestanding sign shall be allowed on any premises except when all of the following conditions are met:

1. The site must be zoned B-1, B-2, B-3, M-1, M-2, P or I.
2. The site must be twenty-five (25) acres or more in area.
3. The site must have one thousand (1,000) feet (or more) of continuous unsubdivided frontage on any major arterial street (as classified in the thoroughfare plan) toward which one additional freestanding sign is to be displayed.

Section 3, Tables 1 and 2 of the Sign Ordinance shall read as shown in Exhibit A of this Ordinance.

SECTION 3.

Ordinance No. 2010-05 is hereby amended by this Ordinance. Except as amended, this Ordinance shall remain as written in full force and effect. All other provisions of Ordinance No. 2008-20 shall remain in full force and effect.

SECTION 4.

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 5.

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 26th day of January, 2010.

PASSED, APPROVED, and ADOPTED on the ____ day of _____, 2010.

EXHIBIT A
TABLE 1
SUMMARY OF SIGN REGULATIONS

SIGN CLASSIFICATION	PERMITTED DISTRICT	MAXIMUM AREA (Square Feet)	MAXIMUM HEIGHT (Feet)	SETBACK	NUMBER ALLOWED	PERMIT REQUIRED
Subdivision	All	150	15	10' from ROW	Sec. 3.2	Yes
Area I.D.	All	16	4	10' from ROW	Sec. 3.2	Yes
Apt/Condo/MH	R-2, R2-A, R2-B, R1-MH, R1-MHS	100	10	10' from ROW	1 per project Sec.	Yes
Development (Project)	All	35 sf on 50' ROW 65 sf on 60' ROW 150 sf on 70' ROW 250 sq on 70'+ ROW	15	10' from ROW	1	Yes
Development (Subdivision)	All	Same as above	15	10' from ROW	1	Yes
Traffic Control	R-2, R2-A, R2-B, R1-MH, R1-MHS, B-1, B-2, B-3, M-1, M-2	3	4	4' from curb	1 per curbcut	No
Real Estate	All	<150' frontage - 16 sf >151' frontage - 32 sq.	8	10' from ROW	Sec. 3.7	No
Finance/Construction	All	<150' frontage - 16 sf >151' frontage - 32 sq.	8	10' from ROW	1 - Finance 3 - Construction	No
Political	All	See Table 2	See Table 2	10' from curb if area is >2 sf	n/a	No
Bed & Breakfast Inn Facility	R-1, R-2, R-3, MH, D, MF-1, MF-2, B- 1, B-2, B-3 ¹	6	5	10' from ROW (Sign can be in front yard only)	1	Yes
Roof	Shall be treated as commercial freestanding sign					
Freestanding ²	B-1,B-2,B-3, M1, M-2,R-1,R-2, R-3, P, I	See Table 2	See Table 2	See Table 2	Sec. 3.10	Yes
Low Profile ²	B-1, B-2, B-3, M1, M-2, R-1,R-2, R-3, P, I	60	4	10' from ROW	Sec. 3.10	Yes
Attached ²	B-1, B-2, B-3, M-1, M-2, R-1, R-2, R-3, P, I	Section 3.13				Yes
Exempt		Section 3.16				
Prohibited		Section 3.15				
¹ Special sign regulations in the Downtown District, Sign Ordinance Sec. 3.20	² Non-profits, churches, governmental agencies and schools allowed to install signs in R-1, R-2 and R-3					

TABLE 2
FREESTANDING SIGN RESTRICTIONS

ALLOWABLE AREAS		NOTES
FRONTAGE (Feet)	MAX. AREA (Sq. Ft.)	FRONTAGE – the number of feet fronting on a public street to which a sign is oriented. AREA – the area in square feet of a single face sign or (1) side of a double face sign, or half the sides of a multi-faced sign. The area of a freestanding sign is the area enclosed by the minimum imaginary rectangle of vertical and horizontal lines which fully contain all extremities exclusive of supports of a horizontal view of the sign. For the purpose of determining the maximum square footage allowable for a Freestanding Sign, an applicant with property located on an arterial roadway, as defined by the City's most current Thoroughfare Plan, may add an additional 50% of the frontage to the amount of frontage on the arterial roadway. This provision does not apply to the Downtown Sign District. On corner lots, the frontage street shall be the greater street as classified on the thoroughfare plan. Where two streets are the same, the applicant may choose the frontage street.
0-50	25	
51-100	50	
101-150	75	
151-200	100	
201-250	125	
251-300	150	
301-350	175	
351-400	200	
401-450	225	
451-500	250	
501-550	275	
551-600+	300	
Amended Ordinance No. 2006-20, Sept. 2006		

Distance from Curb/Pavement

AT LEAST (Feet)	LESS THAN (Feet)	HEIGHT (Feet)	DISTANCE FROM THE CURB – the distance in feet from the curb or pavement edge to the nearest part of the sign.
10	15	4.5	HEIGHT – height of the sign measured from the elevation of the curb or pavement edge. No freestanding sign shall exceed thirty-five (35) feet in height. On corner lots only, the frontage street can be used to determine height and area. Tracts zoned B-1, B-2, B-3, M-1, M-2, P and I with a minimum one hundred (100) feet of frontage on an arterial may have a sign up to a maximum of thirty-five (35) feet in height with a minimum distance from the curb or edge of pavement of thirty (30) feet to the nearest part of the sign. The sign shall not be closer than two hundred (200) feet to any residentially zoned property. Table 2 modified September 2009
15	20	8.0	
20	25	11.0	
25	30	14.0	
30	35	16.0	
35	40	19.0	
40	45	21.0	
45	50	23.0	
50	55	26.0	
55	60	29.0	
60	65	31.0	
65	70	34.0	
70+	-	35.0	

Rodney Hortenstine, 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. 2010-05, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2010, 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 _____ day of _____, 2010.

Susan Brock
City Clerk



***City Council Meeting
February 9, 2010
Agenda Item Transmittal***

Agenda Item #: 3
Agenda Title: Consider approving Ordinance 2009-37 adopting the Engineering Manual.

Council Action to be taken: Approve by consent.

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP
City Planner

1. INTRODUCTION/PURPOSE

To adopt by consent Ordinance 2009-37.

2. DESCRIPTION/ JUSTIFICATION

The attached City of Taylor Engineering Manual is the result of several years of development by the City's staff and consultant engineer Casey Sledge. The Manual is meant to establish minimum standards and construction details for all public facility improvements.

The Manual was reviewed by the Taylor Planning and Zoning Commission who recommended approval of the document at their regularly scheduled meeting of November 10, 2009 and included in the Reports Folder for the November 24, 2009 Council Meeting for your review.

At the request of Council, this ordinance was also sent for peer review to engineers including KSA Engineers, ATS Engineers, Faulkner Engineering, Page Southerland Page Engineering, and ATS Engineers with no comments received.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATIONS

The Planning and Zoning Commission recommended approval of this item at their meeting on November 10, 2009. No comments were received from anyone in attendance.

Staff recommends that Council approve Ordinance 2009-37. The Ordinance was introduced at the December 10, 2009 Council meeting.

6. REFERENCE FILES

- 3a. Ordinance 2009-37
- 3b. Engineer Manual
- 3c. Index
- 3d. Construction Notes
- 3e. EN
- 3f. PV
- 3g. UT-0
- 3h. UT-2
- 3i. UT-3

ORDINANCE NO. 2009-37

AN ORDINANCE ADOPTING AN ENGINEERING MANUAL TO ESTABLISH MINIMUM STANDARDS AND CONSTRUCTION DETAILS FOR ALL PUBLIC FACILITY IMPROVEMENTS, WITH STANDARD DETAILS FOR EACH TYPE OF IMPROVEMENT.

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

SECTION 1.0 That after a meeting held on December 10, 2009, before the City Council of the City of Taylor for the purpose of introducing Ordinance 2009-37 adopting an Engineering Manual to establish minimum standards and construction details for all public facility improvements, with standard details for each type of improvement.

SECTION 2.0 That the Planning and Zoning Commission, on November 10, 2009, recommends approval of the Engineering Manual.

SECTION 3.0 Attachment A is adopted to this Ordinance by reference, known as the Engineering Manual.

SECTION 4.0 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 5.0 In accordance with Article 8 of the City Charter, Ordinance 2009-34 was introduced before the Taylor City Council on the 10th day of December, 2009.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2010.

Rodney Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

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. 2009-37, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2010, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2010.

Susan Brock
City Clerk



***City Council Meeting
February 9, 2010
Agenda Item Transmittal***

Agenda Item #: 4

Agenda Title: Consider contract for wholesale water with the City of Thrall.

Council Action to be taken: Approve, deny or table

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

As discussed with you in the past, the City of Thrall is seeking a wholesale contract with the City of Taylor in order to meet a requirement of the Texas Commission on Environmental Quality (TCEQ). The attached agreement meets their needs and is acceptable to Staff. In short, this is a three year contract that would provide Thrall up to 500,000 gallons per day of water at the rate of \$3.50 per 1,000 gallons.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval of the enclosed agreement as submitted.

6. REFERENCE FILES

4a. Taylor Thrall Wholesale Water Agreement

WATER PURCHASE AGREEMENT

This Agreement is made by and between the City of Taylor, Texas, a home rule city and the City of Thrall, Texas, a general law city and is made for mutual consideration and under the following terms and conditions.

Recitals

- A. The City of Thrall, Texas, ("Thrall") currently receives its water supply from the City of Taylor, Texas, ("Taylor") through an 8-inch water line between Thrall and Taylor adjacent to State Highway 79 ("79 Line").
- B. Thrall purchases water from the Noack Water Supply Corporation ("Noack") under a Water Purchase Contract which limits water delivery to no less than 1000 gallons and no more than 50,000 gallons in a twenty four hour period ("Noack Contract").
- C. Noack purchases water it furnishes to Thrall under the Noack Contract from Taylor which is delivered to Thrall through the 79 Line.
- D. The TCEQ notified Thrall that the Noack Contract fails to satisfy TCEQ minimum capacity production requirements ("Minimum Requirements") now requiring Thrall to contract for additional water.
- E. Taylor receives water under a Taylor Treated Water Services and Acquisition Contract with the Brazos River Authority ("BRA" Contract") that allows Taylor to have wholesale customers receiving large water quantities under the BRA Contract.
- F. Thrall desires to satisfy its Minimum Requirements by contracting with Taylor to purchase additional water as a wholesale customer.
- G. Taylor desires to sell Thrall water as a wholesale customer using the 79 Line for water delivery in the same manner in which water is currently delivered to Thrall.
- H. Thrall's ownership of the 79 Line is subject to an adverse ownership claim by Noack ("Adverse Claim"), but Thrall refutes the Adverse Claim and represents to Taylor that Thrall owns the 79 Line, including sufficient capacity in the 79 Line for the obligations under this Agreement to be performed.
- I. As a condition precedent and subsequent to this Agreement, Thrall retains any liability resulting from the Adverse Claim and shall indemnify and hold Taylor harmless from any liability, demand, or cost incurred by Taylor resulting from the Adverse Claim whether arising by virtue of this Agreement or otherwise.

Agreement

1. The Recitals are hereby incorporated by reference into this Agreement.
2. From and after the effective date hereof, Thrall shall have the right to purchase from Taylor on a wholesale basis treated water up to a maximum of 500,000 gallons per day (the "Maximum Quantity") at the Point of Delivery described below.
3. Water furnished by Taylor through the 79 Line will be metered by Taylor using the existing 79 Line meter located at CR 619 and State Highway 79 ("Taylor Meter"). Thrall shall meter its water taken from the 79 Line using the Thrall meter located in Thrall currently used by Thrall to meter its water usage from the 79 Line ("Thrall Meter"). For purposes of this Agreement, the point of delivery ("Point of Delivery") shall be the Taylor Meter.
4. The Parties agree that Thrall's ownership of the 79 Line, including ownership of adequate capacity for the volume of water to be provided to Thrall pursuant to this Agreement, is a material condition for Taylor's performance of its obligations under this Agreement. Should a determination be made, whether by agreement, judicial order or other formal action, that Thrall does not own the 79 Line or at least sufficient capacity in the 79 Line to transport the volume of water required by this Agreement, Taylor shall be released from its obligations under this Agreement.
5. Taylor and Thrall shall agree upon the date each shall be required to meter the water used and metered by the Taylor Meter and the Thrall Meter. The date shall be established to determine water usage by Thrall under this Agreement for proper billing by Taylor.
6. Thrall water usage taken from the 79 Line shall be calculated by Taylor and the water quantity used by Thrall shall be reduced by 1000 gallon per day, representing the minimum quantity usage required under the Noack Contract and the balance of the water usage by Thrall shall be subject to this Agreement ("Taylor Wholesale Usage").
7. Thrall shall be obligated to pay the Taylor Wholesale Usage on the dates required by Taylor and in regular invoices from Taylor at the Taylor Wholesale Usage Rate determined from time to time by Taylor ("Taylor Wholesale Usage Rate"). The Taylor Wholesale Usage Rate on the date of this Agreement shall be \$3.50 per 1000 gallons of water until changed by Taylor. Prior to a change in the Taylor Wholesale Usage Rate, Taylor will provide Thrall a thirty day written notice of a new rate and the effective date of the new Taylor Wholesale Usage Rate. For any given day that Thrall's usage exceeds the Maximum Quantity, Thrall shall pay Taylor for all water used in excess of the Maximum Quantity at a rate of 150% of the Taylor Wholesale Usage Rate.
8. Title to, possession and control of the water shall remain in Taylor to the Point of Delivery at which point title to, possession and control of the water shall pass to Thrall. As between the parties hereto, Taylor shall be in exclusive control and possession of the water and solely responsible for any damage or injury caused thereby until the same shall

have been delivered to Thrall at the Point of Delivery, after which Thrall shall be in exclusive control and possession thereof and solely responsible for any injury or damage caused thereby. In like manner, responsibility for compliance with all applicable state laws and regulations shall be the responsibility of the owner of the water.

9. As owner of the 79 Line, Thrall shall be solely responsible for all operation, maintenance, repairs, and improvements to the 79 Line that are necessary or related to the provision of water pursuant to this Agreement.

10. All water supplied under this Agreement shall only be used for Thrall's municipal purposes within Thrall's current service area and in no event may be used outside the Brazos River Basin.

11. Thrall agrees to implement a water conservation program and drought contingency measures as may be required by Taylor from time to time.

12. Taylor's provision of water to Thrall pursuant to this Agreement shall be subject to the right of Taylor to interrupt or curtail the water supplied in accordance with duly enacted regulations of Taylor. Taylor makes no guarantee that the water supplies under this Agreement will be available at any particular time. Thrall fully understands that the amount of water made available to Taylor pursuant to the BRA Contract is subject to the available water supply and applicable laws, rules and regulations concerning the distribution and allocation of water during shortages of supply and therefore the amount of water made available by Taylor to Thrall may also vary in like manner.

13. This Agreement shall remain in effect until the earlier of February 1, 2013, or until a long term Taylor Wholesale Usage contract is established between Taylor and Thrall. The parties acknowledge and agree that the termination of this Agreement pursuant to this provision is authorized by, among other things, Section 791.026 of the Texas Government Code.

14. This Agreement may also be terminated without recourse should Thrall fail to comply with the terms and conditions of this Agreement, including by way of example and not in limitation, for failure to pay Taylor for water used and billed.

15. Thrall retains any liability resulting from the Adverse Claim and to the extent authorized by law shall indemnify, protect, defend and hold Taylor harmless from any liability, demand, or cost incurred by Taylor resulting from the Adverse Claim whether arising by virtue of this Agreement or otherwise.

16. Force Majeure as used herein, shall mean those situations or conditions which are beyond the control of the City of Taylor or the City of Thrall and which, after the exercise of due diligence to remedy such situation or condition, render the City of Taylor or the City of Thrall unable, wholly or in part, to carry out the provisions contained herein. Such force majeure includes but is not limited to acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of the government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts,

civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or dams, partial or entire failure of water supply insofar as each of the foregoing are beyond the reasonable control of the party in question. The City of Taylor shall not be held liable or responsible for any damage that may be caused by its inability, after the exercise of due diligence, to make the supply of water available to the City of Thrall due to any force majeure. The City of Taylor shall use reasonable and timely diligence to repair or recondition the machinery, canals, or dams in the event such machinery, canals or dams are damaged or made unserviceable from any force majeure.

17. This Agreement constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the Taylor and Thrall with respect to the subject matter herein.

18. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas.

19. The obligations and undertaking of each of the parties to this Agreement shall be performed or deemed to be performed in Williamson County, Texas, with venue in Williamson County Texas.

20. The parties are entering into this Agreement solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit to any person or entity other than the parties hereto.

21. Any waiver at any time by either party with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

22. Any captions and headings appearing in this Agreement Contract are to facilitate reference and are not to be considered a part of this Agreement and shall not affect the interpretation of any Agreement provision.

23. In the event that any clause or provision of this Agreement shall be held to be invalid by any Court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions of this Agreement.

24. All notices under this Agreement shall be in writing unless other means are specifically permitted, shall be mailed by certified mail, return receipt requested, and shall be effective on the third day after postmark of mailing. For purposes of notices, the mailing addresses of the parties shall, until changed as herein after provided, be as follows:

The City of Taylor, Texas
Attention City Manager
400 Porter Street
Taylor, Texas, 76574
512-352-3675

The City of Thrall, Texas
Attention Mayor
P. O. Box 346
Thrall, Texas 76578

25. It is understood and agreed that the parties are not engaging in a partnership or joint venture and each is an independent third party as to this Agreement.

26. Taylor and Thrall acknowledge each party and its counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

27. This Agreement shall be binding upon and inure to the benefit of the parties and shall not be assigned by Thrall without prior written approval by and at the sole discretion of Taylor.

28. Taylor and Thrall will execute and deliver any and all other instruments or documents and take such other and further action as may be reasonably necessary or appropriate in order to give effect to the terms and provisions of this Agreement.

29. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Executed to be effective this the ____ of ____, 2010.

CITY OF TAYLOR, TEXAS

Jim D. Dunaway
City Manager

CITY OF THRALL, TEXAS

Troy Marx
Mayor



***City Council Meeting
February 9, 2010
Agenda Item Transmittal***

Agenda Item #: 5

Agenda Title: Consider introducing Ordinance 2010-09 authorizing the Mayor to enter into an agreement with the City of Hutto regarding extraterritorial jurisdiction.

Council Action to be taken: Approve, deny or table

Initiating Department: Community Development

Staff Contact: Bob van Til, AICP, CEcD, Director
Community Development

1. INTRODUCTION/PURPOSE

The cities of Taylor and Hutto have discussed a growth boundary agreement between the cities for some time now. The attached ordinance and agreement will commit both cities to limit our growth via annexation and the extension of our respective ETJ's to a certain limit west of the City of Taylor.

The purpose of this item is to consider introducing the attached ordinance approving the growth boundary agreement between Taylor and Hutto.

2. DESCRIPTION/ JUSTIFICATION

Partly as a result of the annexations completed in 2006, the cities have discussed an agreement whereby each city agrees to not annex or extend our respective ETJ's beyond CR 101 and FM 3349. With the 2009 annexations behind us, we can consider this agreement again. The exhibit has been changed to reflect the new city boundaries and ETJ.

A major reason to enter into an ETJ agreement is to understand ahead of time where future city limits will be, avoids possible territorial disputes, assists with the planning for utilities, and aids with long range planning.

The proposed growth boundary extends essentially from the south right-of-way of SH 29 on the north, along the west right-of-way of CR 101 and FM 3349 and CR 129 south of the Williamson-Travis County Line to a point just south of a tract of land added to the City's ETJ back in 2005. This tract is owned by Ms. Morgan.

The City of Hutto has not yet approved the attached agreement. Should the Council approve the resolution, we will work with Hutto to obtain their approval.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Council introduce the attached ordinance authorizing the Mayor to enter into the growth boundary agreement with the City of Hutto.

6. REFERENCE FILES

- 5a. Ordinance 2010-09
- 5b. Revised Agreement

ORDINANCE NO. 2010-09

AN ORDINANCE AUTHORIZING THE MAYOR OF TAYLOR TO EXECUTE AN AGREEMENT ESTABLISHING A GEOGRAPHIC BOUNDARY FOR FUTURE EXTRATERRITORIAL JURISDICTION EXPANSION BY AND BETWEEN THE CITY OF TAYLOR, TEXAS AND THE CITY OF HUTTO, TEXAS.

WHEREAS, the City of Hutto, Texas will establish and abide by a geographic boundary with the City of Taylor, Texas, for the future acquisition of real property into its Extraterritorial Jurisdiction (ETJ), and;

WHEREAS, the City of Taylor, Texas will establish and abide by a geographic boundary with the City of Hutto, Texas, for the future acquisition of real property into its Extraterritorial Jurisdiction (ETJ), and;

WHEREAS, Section 42.021 of the Texas Local Government Code establishes the extent of the Extraterritorial Jurisdiction of municipalities, and;

WHEREAS, the City of Taylor, Texas wishes to enter into an Agreement Establishing a Geographic Boundary for Future Extraterritorial Jurisdiction Expansion by and between the City of Hutto, Texas and the City of Taylor, Texas.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS that the Taylor City Council hereby approves this ordinance to authorize the Mayor of Taylor to sign the Agreement Establishing a Geographic Boundary for Future Extraterritorial Jurisdiction Expansion, a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

Introduced on this the _____ day of the month of _____, 2010

PASSED and APPROVED on this the _____ day of the month of _____, **2010.**

THE CITY OF TAYLOR, TEXAS

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

**AGREEMENT REGARDING
EXTRATERRITORIAL JURISDICTION BOUNDARY BETWEEN THE
CITY OF HUTTO AND THE CITY OF TAYLOR**

This Agreement Regarding the Extraterritorial Jurisdiction Boundary ("Agreement"), made to be effective as of February 1, 2010, is by and between the City of Hutto, Texas ("Hutto"), a home-rule municipality located in Williamson County, Texas, and the City of Taylor, Texas ("Taylor"), a home-rule municipality located in Williamson County, Texas.

WHEREAS, Taylor and Hutto, Texas agree to establish an Extraterritorial Jurisdiction (ETJ) property boundary between the two municipalities; and

WHEREAS, Section 42.021 of the Texas Local Government Code establishes the extent of statutory ETJ based on population of municipalities; and

WHEREAS, Section 42.023 of the Texas Local Government Code allows municipalities to reduce the size of their Extraterritorial Jurisdiction (ETJ) and relinquish all ETJ rights in property by ordinance or resolution; and

WHEREAS, it is expedient and in the best interests of Taylor and Hutto to reach an agreement pertaining to a boundary line between them for the purposes of determining the extent of each city's ETJ both now and in the future; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, Taylor and Hutto hereby agree as follows:

I.

Hutto agrees that all of the real property lying east of the west right of way of County Road 101 and east of the west right of way of Farm-to-Market Road 3349 designated by the color green on Exhibit "A" attached hereto and incorporated by reference herein, plus the property also colored green west of the Taylor-Hutto Growth Boundary Line, shall be the Taylor ETJ. The agreed ETJ Taylor-Hutto Growth Boundary line between Taylor

and Hutto is more specifically described in Exhibit "B", attached hereto and incorporated by reference herein. Property lying east of the Taylor-Hutto Growth Boundary Line described in Exhibit "B", save and except the tracts designated in purple on Exhibit "A", shall belong in the Taylor ETJ. Hutto relinquishes all ETJ rights and claims now held or which may hereafter be acquired by Hutto in the property designated as Taylor's ETJ shown on Exhibits "A" and "B" to Taylor. Taylor agrees to adopt an ordinance approving this Agreement and accepting property shown by this Agreement into the Taylor ETJ.

II.

Taylor agrees that all of the real property lying west of the west right of way of County Road 101 and west of the west right of way of Farm-to-Market Road 3349 designated by the color purple on Exhibit "A", plus the property also colored purple east of the Taylor-Hutto Growth Boundary Line shall be the Hutto ETJ. The agreed ETJ Taylor-Hutto Growth Boundary Line between Taylor and Hutto is more specifically described in Exhibit "B". Property lying west of the line described in Exhibit "B", save and except the tracts designated in green on Exhibit "A", shall belong in the Hutto ETJ. Taylor hereby relinquishes all ETJ rights and claims now held or which may hereafter be acquired by Taylor in the property designated to belong to Hutto's ETJ shown on Exhibits "A" and "B" to Hutto. Hutto agrees to adopt an ordinance approving this Agreement and accepting property shown by this Agreement within the Hutto ETJ.

III.

Taylor and Hutto agree this Agreement reduces or expands the ETJ of both cities which Agreement is allowed by the Texas Local Government Code Section 42.023.

IV.

This Agreement affects only the matter sets forth herein between Taylor and Hutto and does not affect, gain, or relinquish any other right or interest between Taylor and Hutto or any party not made a part of this Agreement.

Exhibit A

Taylor-Hutto Growth Boundary

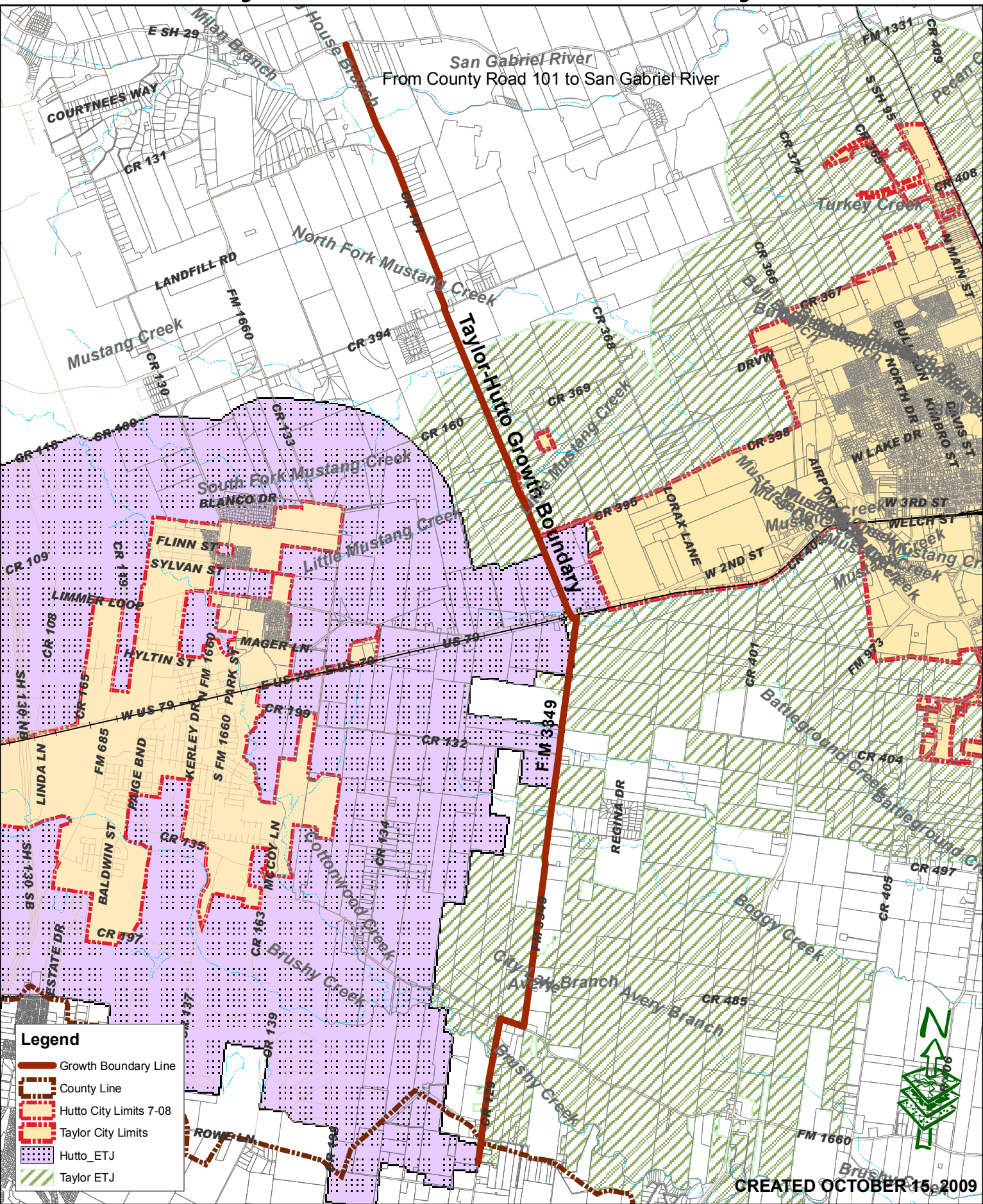


EXHIBIT "B"

Description for the Taylor-Hutto Growth Boundary Line

Beginning at a point in the south right-of way line of State Highway 29 at a point which is also the northeast corner of a 39.81-acre tract of land in the Silas Palmer Survey conveyed to Klepzig Material and Trucking Company in July 2005 by deed 2005056089;

Thence south along the west line of a 25.41 acre tract surveyed a distance of 1,170.08 feet in all, as described in the field notes of the tract of land conveyed to Klepzig Company, to the center of the San Gabriel River;

Thence from the northeast corner of a 137.78-acre tract of land in the Silas Palmer Survey conveyed to Steve Randall in August 1996 by deed 1996041778 to the southeast corner of said 137.78-acre tract;

Thence in a southeasterly direction from the southeast corner of the Steve Randall tract to the north right-of-way line of County Road 101 at a point more or less directly north of the west right of way line of County Road 101;

Thence in a southerly direction to a point in the west right-of-way of County Road 101;

Thence south along the west right-of-way line of County Road 101 to the south right-of-way line of US 79;

Thence east along the south right-of-way line of US 79 to the west right-of-way line of Farm to Market Road 3349;

Thence south along the west right-of-way line of Farm to Market Road 3349 to the north right-of-way line of FM 1660;

Thence west along the north right-of-way of 1660 to a point north of the west right-of-way line of County Road 129;

Thence south along the west right-of-way line of County Road 129, crossing Brushy Creek, continuing to the Williamson County Line;

Thence continuing south from the Williamson County Line along the west right-of-way line of Engelmann Lane, to a point directly across from the southwest corner of a 23.48-acre tract of land in the D. Hopkins survey belonging to Marilyn Morgan in a Travis County Deed filed 11/26/1980 Book: 7223 Page: 837.

This description is for agreement purposes between the City of Taylor and The City of Hutto only.



***City Council Meeting
February 9, 2010
Agenda Item Transmittal***

Agenda Item #: 6

Agenda Title: Consider introducing Ordinance 2010-06 abandoning the south portion of the alley on Block 26, Washington Heights Addition, between Bland and Symes Streets, north of San Gabriel Street.

Council Action: Consider introducing Ordinance 2010-6

Initiating Department: Community Development

Staff Contact: John Elsdon, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is for the Council to consider abandoning the south half of the alley between Bland and Symes Streets, north of San Gabriel Street.

2. DESCRIPTION/ JUSTIFICATION

The twenty (20) foot alley is the south half of the alley between Bland and Symes Streets, north of San Gabriel Street.

The applicant, Mr. James Marx, whose address is 1010 Symes Street, applied for and received approval of a replat to convert six lots on the south half of this block to one single lot. The reason for the replat is to remove the lot lines so that he can build an accessory structure across the alley in back of his house located on Lot 6, which is at the southeast corner of the block.

Mr. Marx was under the impression that the alley had previously been abandoned. However, neither his surveyor nor the City can find any records that show that the alley was abandoned.

There are no utilities in the alley.

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

The practice of the city has been to not allow alleys to be abandoned. However, in this case the likely hood to install public facilities may be slim since the utilities are in the streets. Therefore, staff recommends that the Council introduce Ordinance 2010-6 to abandon the alley as shown on the replat for Mr. Marx.

The replat is administrative in nature and thus was not required to be reviewed Planning and Zoning Commission

5. REFERENCE FILES

- 6a Ordinance 2010-6
- 6b Replat
- 6c Aerial map

ORDINANCE NO. 2010-06

AN ORDINANCE FOR THE CITY OF TAYLOR, TEXAS VACATING THE SOUTH HALF OF THE 20' WIDE ALLEY LOCATED IN BLOCK 26 OF THE WASHINGTON HEIGHTS ADDITION.

WHEREAS, the City of Taylor, Texas desires to vacate a portion of the alley between Bland Street and Symes Street north of San Gabriel Street in Block 26 of the City of Taylor; and

WHEREAS, the alley is vacated by the replat of Block 26, Lots 4-9 in the Washington Heights Addition; and

WHEREAS, no utilities are located within this section of the 20' wide alley:

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

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 City Council of the City of Taylor, Texas does hereby vacate the south half of the alley adjacent to the south, 20' wide and 135' in length, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

SECTION 3. The filing of a certified copy of this Ordinance in the official records of Williamson County, Texas along with the filing of the replat will evidence the release of the alley granted by this Ordinance.

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

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2010-06 was introduced by the Taylor City Council on the 9th day of February, 2010.

PASSED, APPROVED, and ADOPTED on the ____ day of _____, 2010.

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2010-06, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2010, 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 _____ day of _____, 2010.

Susan Brock
City Clerk

LEGEND	
SYMBOL	DESCRIPTION
●	1/2" IRON ROD FOUND
○	1/2" IRON ROD SET (CAPPED)
()	RECORD INFORMATION
BL	BUILDING LINE
PUE	PUBLIC UTILITY EASEMENT
CP	POWER POLE
SM	SANITARY SEWER MANHOLE
GT	GAS TAP
WF	WOOD FENCE
OE	OVERHEAD ELEC
IRF	IRON ROD FOUND
RPLS	REGISTERED PROFESSIONAL LAND SURVEYOR
TBM	TEMPORARY BENCH MARK

DEDICATION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, JAMES MARX, THE OWNER OF LOTS 4-9, BLOCK 26, WASHINGTON HEIGHTS, AS RECORDED IN CABINET A, SLIDE 193, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, DO HEREBY REPLAT SAID TRACT AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

JAMES MARX
1010 SYMES STREET
TAYLOR, TEXAS 76574

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2010,
BY _____

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME _____
MY COMMISSION EXPIRES: _____

DEDICATION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, THERESA F. MARX, THE OWNER OF LOTS 4-9, BLOCK 26, WASHINGTON HEIGHTS, AS RECORDED IN CABINET A, SLIDE 193, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, DO HEREBY REPLAT SAID TRACT AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

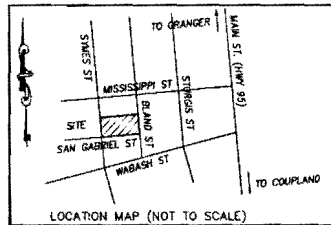
THERESA F. MARX
1010 SYMES STREET
TAYLOR, TEXAS 76574

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

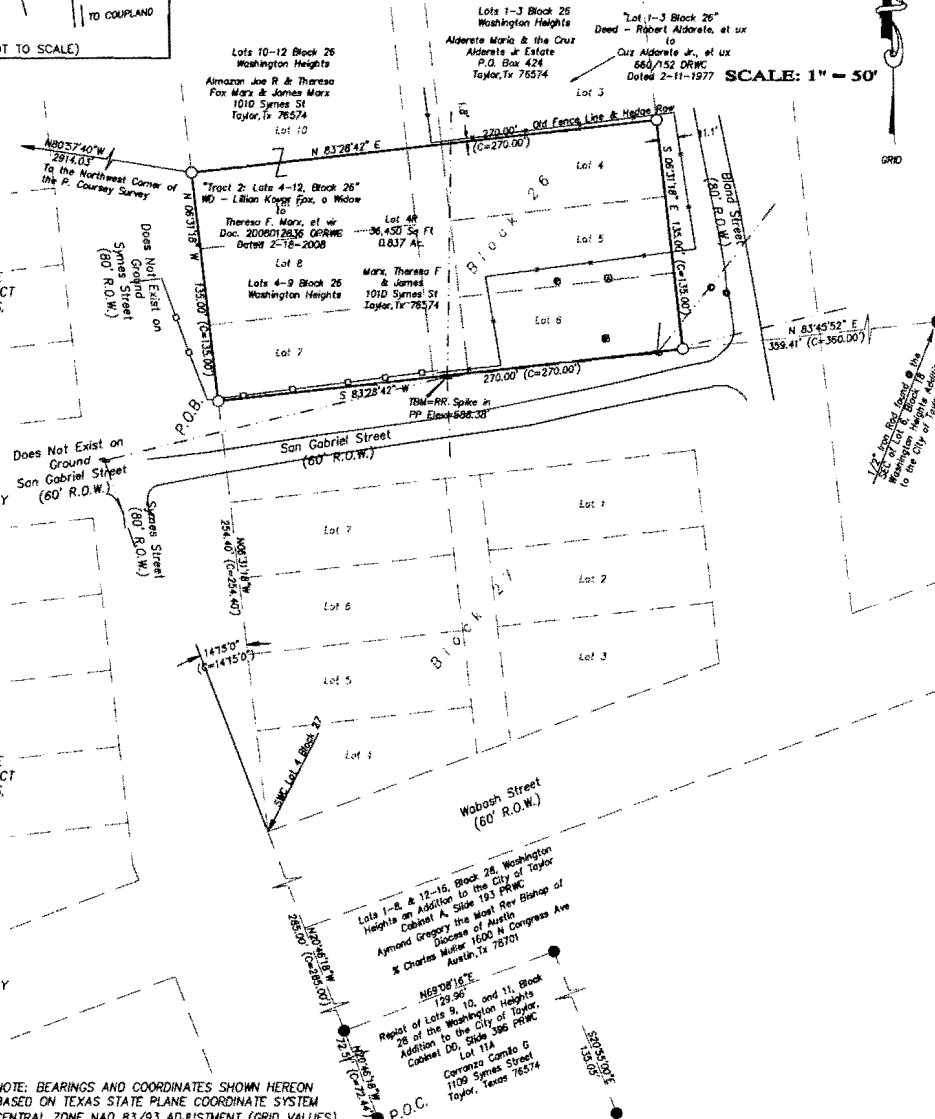
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2010,
BY _____

NOTARY PUBLIC, STATE OF TEXAS

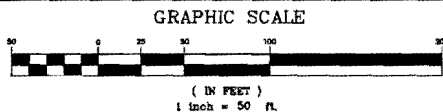
PRINTED NAME _____
MY COMMISSION EXPIRES: _____



REPLAT OF BLOCK 26, LOTS 4-9 OF THE WASHINGTON HEIGHTS ADDITION TO THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS



NOTE: BEARINGS AND COORDINATES SHOWN HEREON
BASED ON TEXAS STATE PLANE COORDINATE SYSTEM
CENTRAL ZONE NAD 83/93 ADJUSTMENT (GRID VALUES).



SITE DATA:

SUBDIVISION: WASHINGTON HEIGHTS
TOTAL AREA OF SITE: 0.837 ACRE
LINEAR FEET OF NEW STREETS: NONE
NUMBER OF LOTS: 1
NUMBER OF BLOCKS: 1



BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-352-9090
512-352-9091 (Fax)
surveying@austin.rr.com

STATE OF TEXAS
COUNTY OF WILLIAMSON

0.837 ACRE

These notes describe that certain tract of land situated in located in WASHINGTON HEIGHTS ADDITION OF THE CITY OF TAYLOR, located in Williamson County, Texas and being recorded in Cabinet A, Slide 193, of the Plat Records of Williamson County, Texas, (PRWC); subject tract being a called "Lots 4-9, Block 26" being a portion of a called "Tract 2" conveyed in a Warranty Deed of Gift from Lillian Kavar Fox, a Widow to Theresa F. Marx, et vir, dated 2-18-08 and recorded in Document No. 2008012836, of the Official Public Records of Williamson County, Texas, (OPRWC); subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on December 7, 2009 and being more fully described as follows:

COMMENCING at a found 1/2" iron rod in the East right-of-way of Symes Street for the Southwest Corner of Lot 11A, Block 26 of the Replat of Lots 9, 10 and 11 Block 28 of the Washington Heights Addition City of Taylor, Williamson County, Texas as recorded in Cabinet A, Slide 193 PRWC;

THENCE North 20°46'18" W, along said right-of-way passing at 72.51 feet (C=72.44') a found 1/2" iron rod for the Northwest corner of said Lot 11A; and continuing with said right-of-way for an additional 285.00 feet to a point in the North right-of-way line of Wabash Street for the Southwest corner of Lot 4, Block 27;

THENCE North 06°31'18" West, continuing along the East right-of-way of Symes Street, same being the West line of Block 27, of the Washington Heights Addition to the City of Taylor, and crossing San Gabriel Street for a distance of 254.40 feet (C=254.40') a set 1/2" iron rod (capped) in the North right-of-way of San Gabriel Street for the Southwest corner of Block 26, and the POINT OF BEGINNING;

THENCE North 06°31'18" West, with the West line of Block 26 for a distance of 135.00 feet to a set 1/2" iron rod (capped) for the Northwest corner of subject; same being the Northwest corner of Lot 9, Block 26 and the Southwest corner of Lot 10, Block 26 of Washington Heights Addition to the City of Taylor;

THENCE North 83°28'42" East, for a distance of 270.00 feet to a set 1/2" iron rod (capped) in the West right-of-way of Blond Street for the Northeast corner of subject; same being the Northeast corner of Lot 4, Block 26, and the Southeast corner of Lot 3, Block 26 of Washington Heights Addition to the City of Taylor;

THENCE South 06°31'18" East, with the West right-of-way of Blond Street for a distance of 135.00 feet to a set 1/2" iron rod (capped) in the North right-of-way of San Gabriel Street for the Southeast corner of subject; same being the Southeast corner of Block 26 of Washington Heights Addition to the City of Taylor; from which a found 1/2" iron rod for the Southeast Corner of Lot 6, Block 18 of Washington Heights Addition to the City of Taylor, bears North 83°45'52" East, 359.41 feet (C=360.00);

THENCE South 83°28'42" West, with the North right-of-way of San Gabriel Street for a distance of 270.00 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 0.837 Acre.

CITY APPROVAL

APPROVED AND AUTHORIZED FOR FILING WITH WILLIAMSON COUNTY BY THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, ON THIS _____ DAY OF _____, 2010.

SECRETARY OF PLANNING AND ZONING
COMMISSION, CITY OF TAYLOR, TEXAS.

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

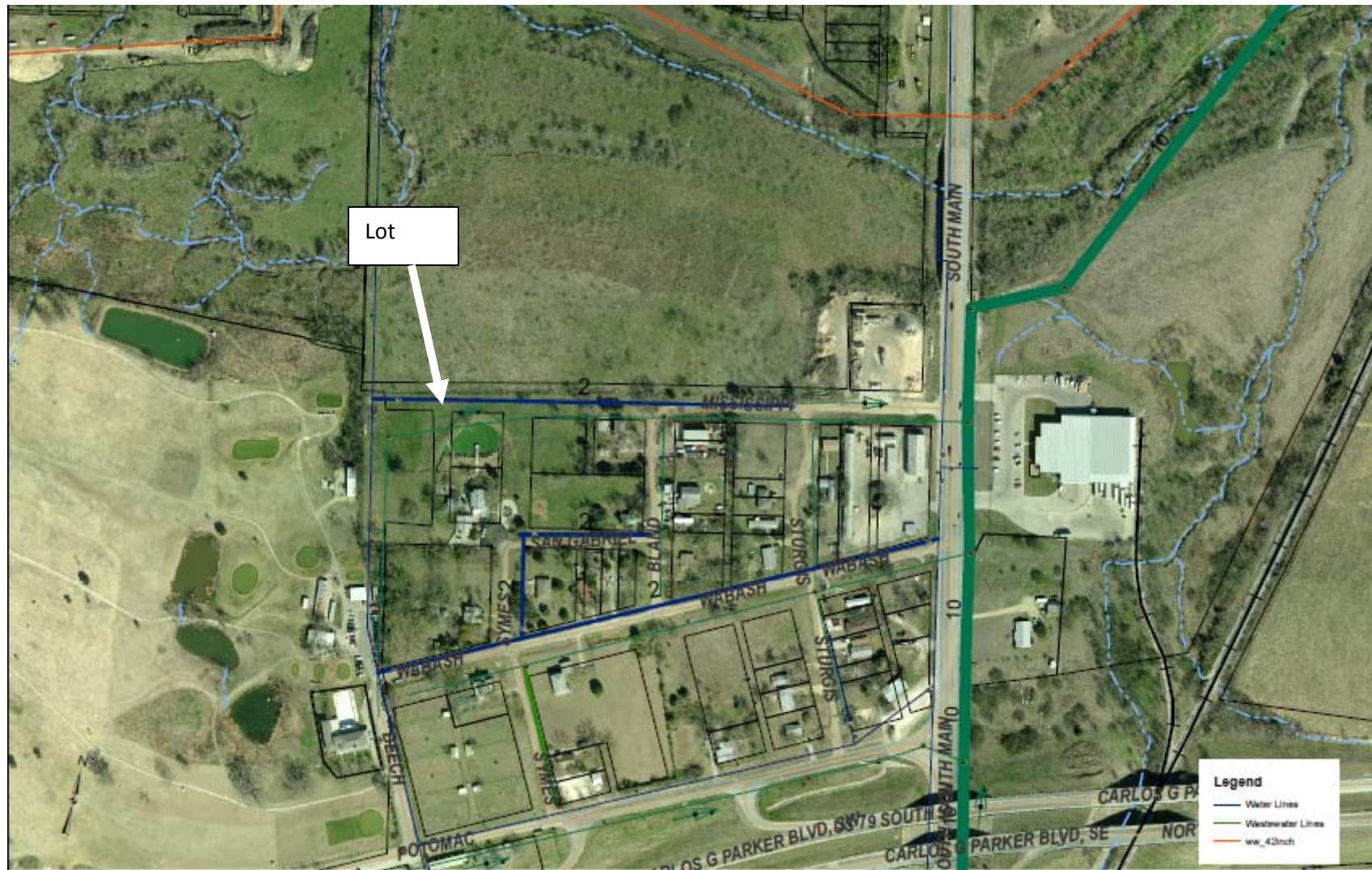
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 2010 A.D., AT _____ O'CLOCK _____ M., AND DULY RECORDED THIS THE DAY OF _____, 2010, A.D., AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NUMBER _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS BY:

BY: _____ DEPUTY

Mr. Marx' Lot for Alley Abandonment





***City Council Meeting
February 9, 2010
Agenda Item Transmittal***

Agenda Item #: 7

Agenda Title: Consider awarding bid for Signage Fabrication and Installation at the Taylor Regional Park and Sports Complex.

Council Action to be taken: Approve, reject or deny

Initiating Department: Public Works/Parks & Recreation

Staff Contact: **Danny Thomas, Director of Public Works**
Casey Sledge, P.E., Consulting City Engineer

1. INTRODUCTION/PURPOSE

On Friday, January 22, 2010, at 2:00 P.M., three (3) bids, Identity Management, AutoGraphfx & Capital Area, were opened for the above referenced project. Attached here within is Overflow Creation's recommendation and bid tabulation for your review and consideration.

2. DESCRIPTION/ JUSTIFICATION

As part of the Taylor Regional Park & Sports Complex plan for directional and informational signage within the complex, Overflow Creation, Inc. assisted in the city's efforts to seek out signage contractors for fabrication and installation. Upon receiving bids for this project, all bids were examined, scored and the recommendation from Overflow Creation is that the City of Taylor award the bid to Identity Management based on respondent's bid performance.

3. FINANCIAL/BUDGET

You have been provided three funding levels for this project. There does not exist enough money in the remainder of the park project to fund any of these levels; however, you will have to issue additional debt for the third restroom/concession building, at which time, you could cover the costs of the signage (at whatever level you choose).

4. TIMELINE CONSIDERATIONS

The proposed opening for the Park is scheduled for March 27th, so the sooner we proceed with this, the sooner we may be able to achieve our goal.

5. RECOMMENDATION

Since Staff has discussed a preliminary budget of some \$80,000, we would recommend awarding the bid to Identity Management at the low option of \$82,037.97 (this includes a \$3,000 allowance).

6. REFERENCE FILES

- 7a. Taylor Signage Bid Comparison
- 7b. Sign Locations – Low Option
- 7c. Sign Locations – Mid Option

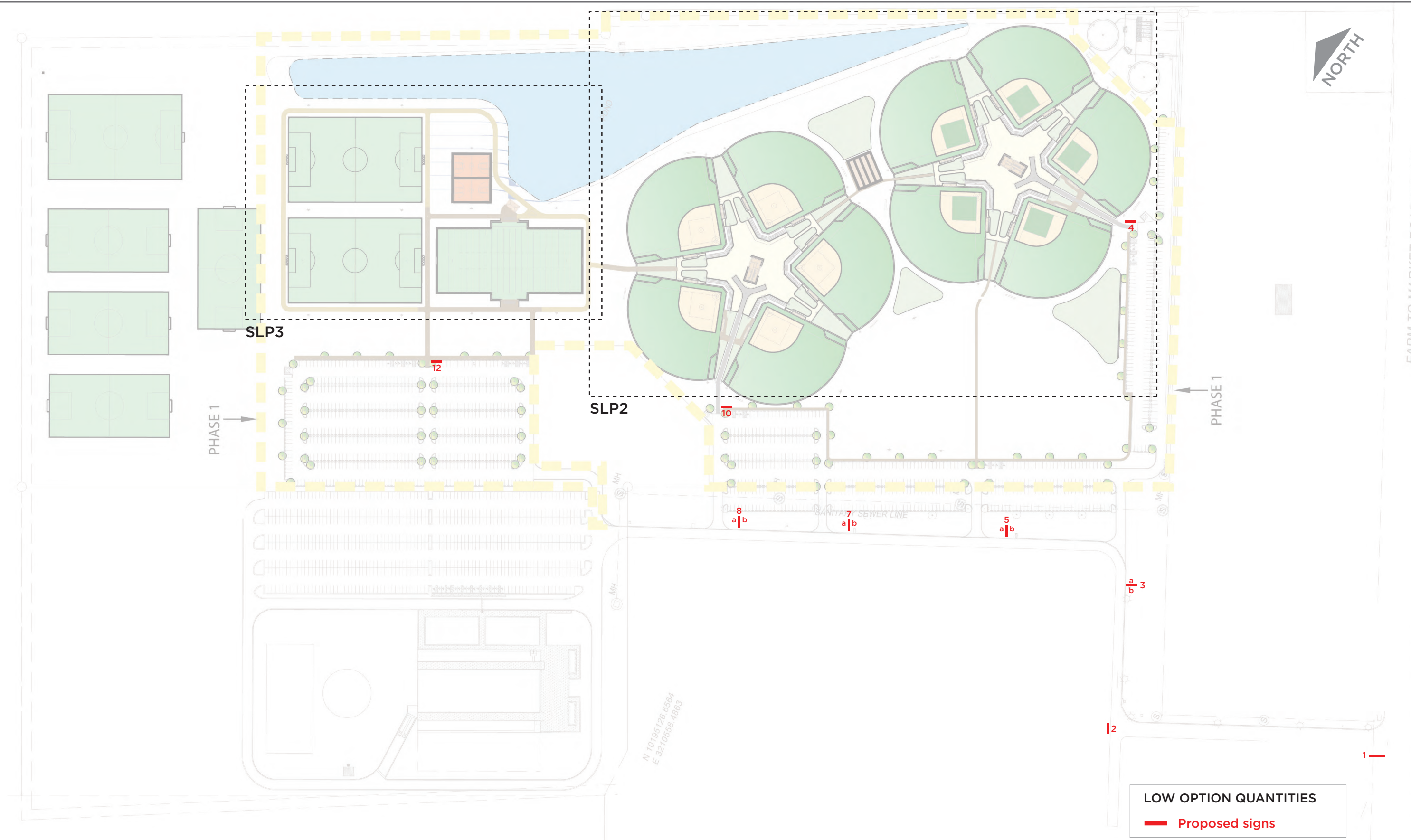
Taylor Regional Park & Sports Complex

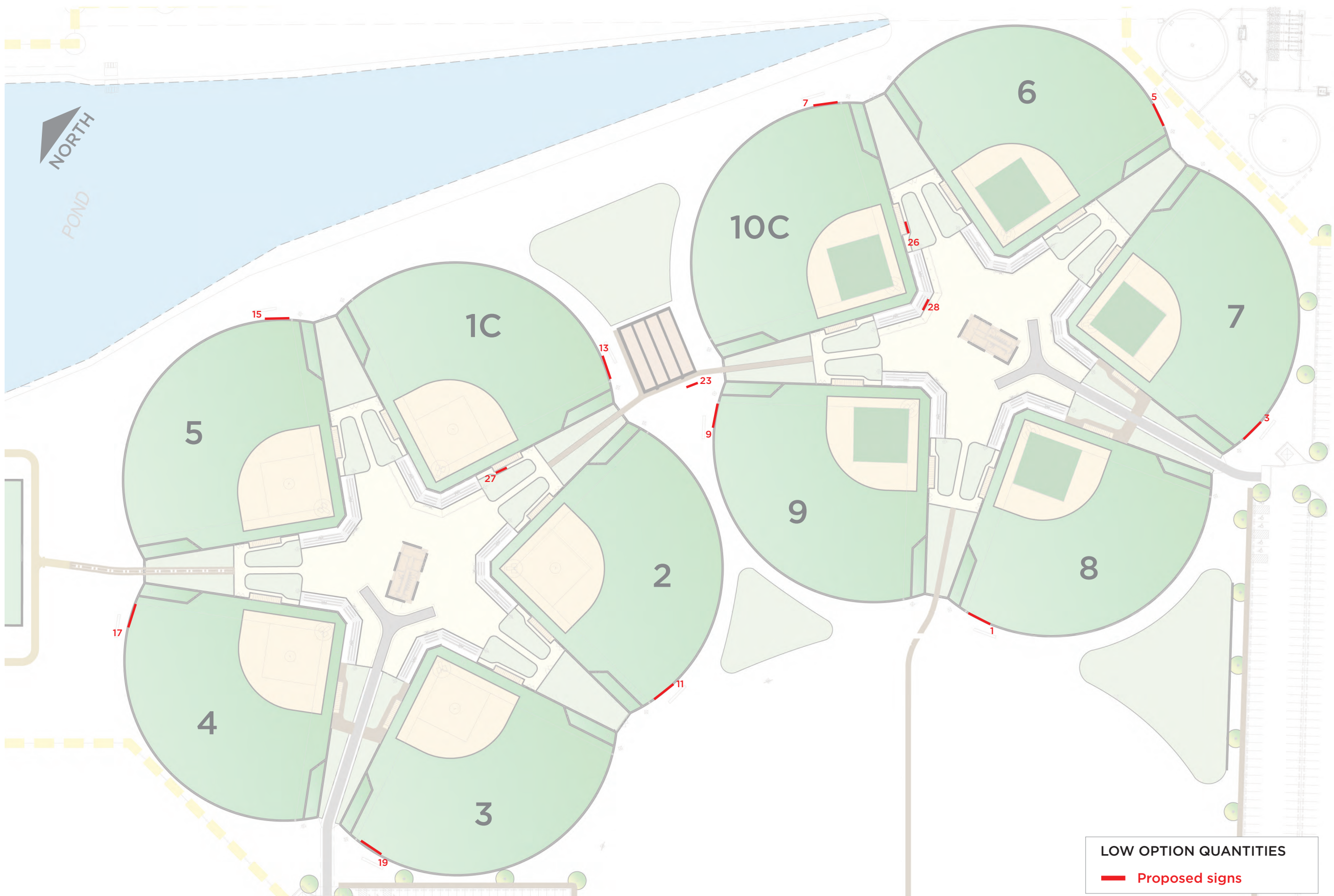
Wayfinding Signage

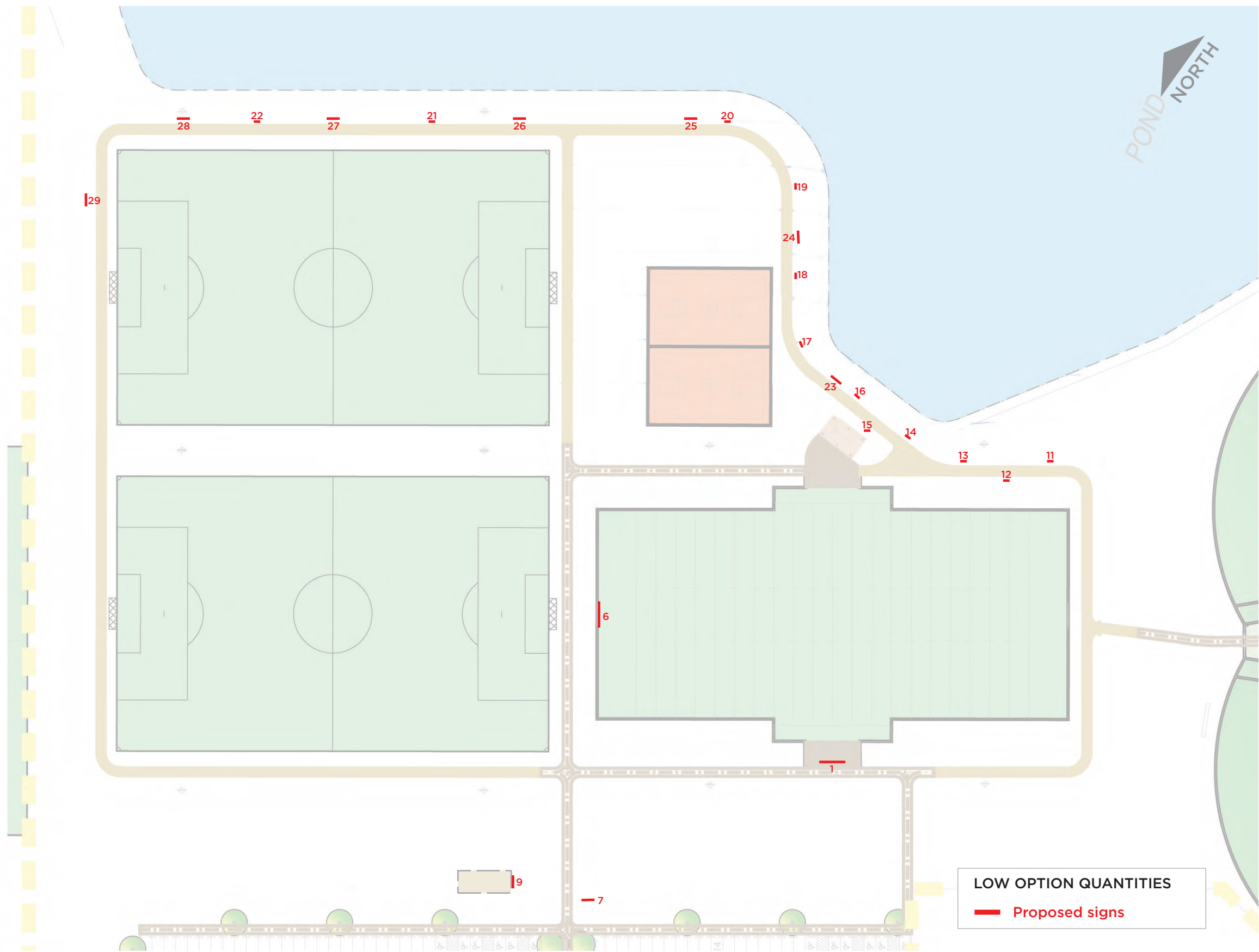
Sign Location Plans

Low Option Quantities

3 February 2010







PROJECT NAME/PROJECT CODE

Taylor Regional Park & Sports Complex
Wayfinding Signage

ISSUES/REVISIONS

100203 Low Option Quantities

PAGE TITLE/ELEMENT TYPE

SLP3
Sign Location Plan

SHEET NUMBER

SLP3

Sign Type	ID MGMT Unit Price	ArtoGrafx Unit Price	Capital Architectural Signs Unit Price*
ST1 Project Monument	12872.25	19964	6410**
ST2 Vehicular Directional	1474.2	1784	670
ST3.1 Championship Ball Field Identification	2007.45	2952	3260
ST3.2 Championship Ball Field Sponsor	0	0	0
ST3.3 Ball Field Identification	2007.45	2952	3260
ST3.4 Ball Field Sponsor	0	0	0
ST4 Football Field Sponsor	1759.92	2772	3100
ST5 Bulletin Board	3253.5	2229	2550
ST6 Freestanding Identification Panel	1439.1	2329	440
ST7 Soccer Fields Identification and Sponsor	2652.75	3328	950
ST8 Concession Stand Identification and Sponsor	3523.5	3394	1880
ST9 Ball Field Dugout Identification and Sponsor	622.35	2676	420
ST10.1 Football Scoreboard Sponsor	1800.9	5457	3360
ST10.2 Championship Ball Field Scoreboard Sponsor	2276.83	6323	N/A
ST10.3 Ball Field Scoreboard Sponsor	0	0	0
ST12.1 You Are Here Diagram	1998	2083	490
ST12.2 Conservation Sign (Large)	1998	2083	490
ST13.1 Concession Landscape Sponsor	0	0	0
ST13.2 Conservation Sign (Small)	592.65	1075	190
ST14.1 Championship Ball Field Bleacher Sponsor	421.2	1591	235
ST14.2 Ball Field Bleacher Sponsor	421.2	1591	N/A
ST15 Pedestrian Directional	1271.7	1508	N/A
ST16 Concession Stand Menu	4340.25	4784	1675
ST17 Batting Cage Identification and Sponsor	0	0	0
ST18.1 Championship Ball Field Backstop Identification (two per location)	3711.15	3376	3800
ST18.2 Ball Field Backstop Identification (two per location)	3609.9	630	3800
ST18.3 Championship Ball Field Backstop Sponsor	0	0	0
ST18.4 Ball Field Backstop Sponsor	0	0	0
ST19 Entrance Banner	1611.1	1975	N/A
ST20 Speed Limit Sign	394.2	664	360
ST21 Stop Sign	423.9	674	430
Price (cost plus \$3,000 allowance)			
High	\$212, 260.80	\$291, 986.28	\$181, 315***
Mid	\$138, 889.17	\$154, 571	\$123, 536.45
Low	\$82, 037.97	\$118, 358	\$72, 513.95

Sign Type	ID MGMT Unit Price	ArtoGrafx Unit Price	Capital Architectural Signs Unit Price*
*CAS Broke out the Installation Cost from Unit Cost (see bid). Figures in Column D only reflect Unit Cost.			
**Does not include mason base			
***Bid was incomplete based on the following: Sign Types 8, 9, 14.2, 15, 17, and 19 reflected inaccurate quantities.			

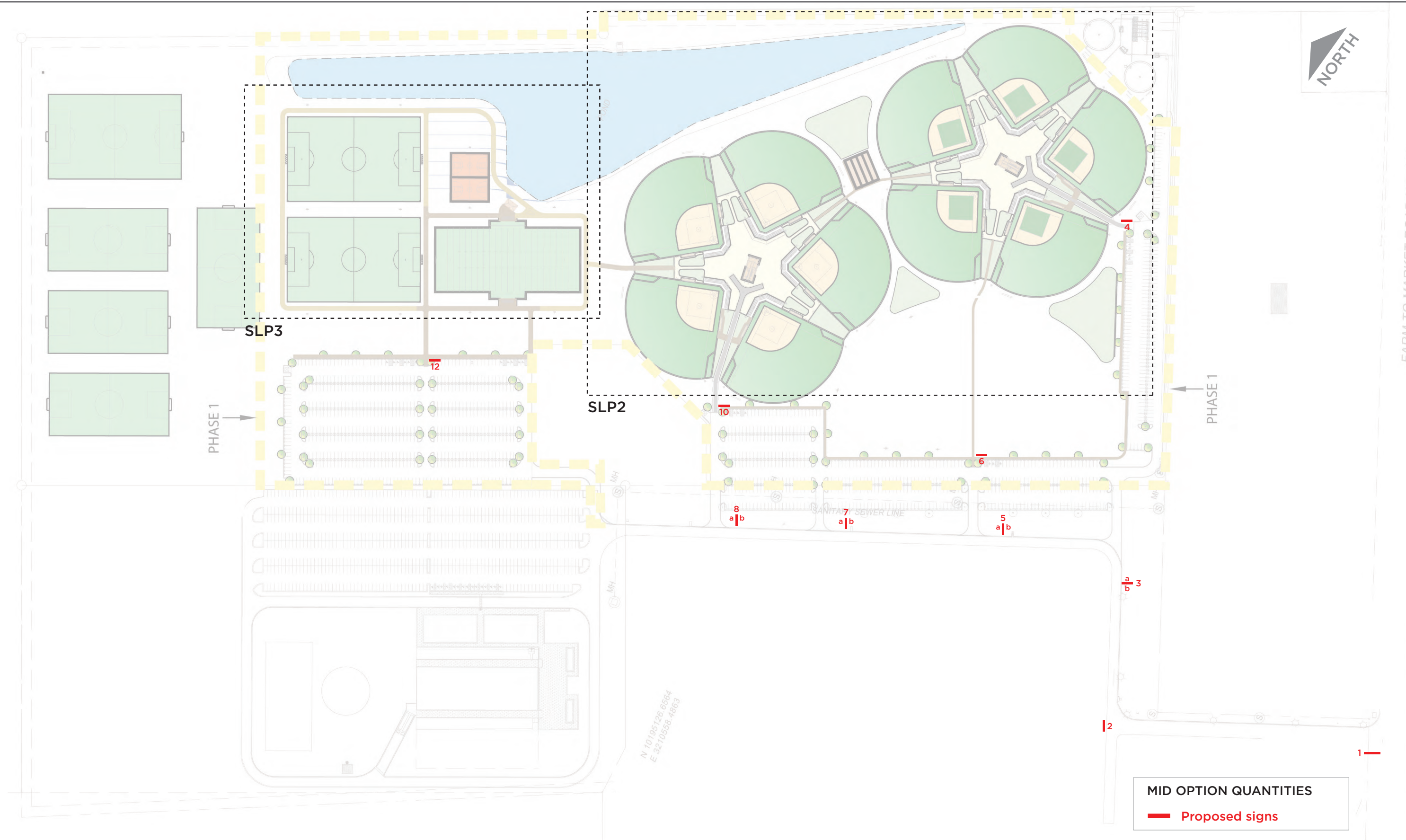
Taylor Regional Park & Sports Complex

Wayfinding Signage

Sign Location Plans

Mid Option Quantities

3 February 2010



PROJECT NAME/PROJECT CODE

Taylor Regional Park & Sports Complex
Wayfinding Signage

ISSUES/REVISIONS

100203 Mid Option Quantities

PAGE TITLE/ELEMENT TYPE

SLP1
Sign Location Plan

SHEET NUMBER

SLP1



PROJECT NAME/PROJECT CODE

Taylor Regional Park & Sports Complex
Wayfinding Signage

ISSUES/REVISIONS

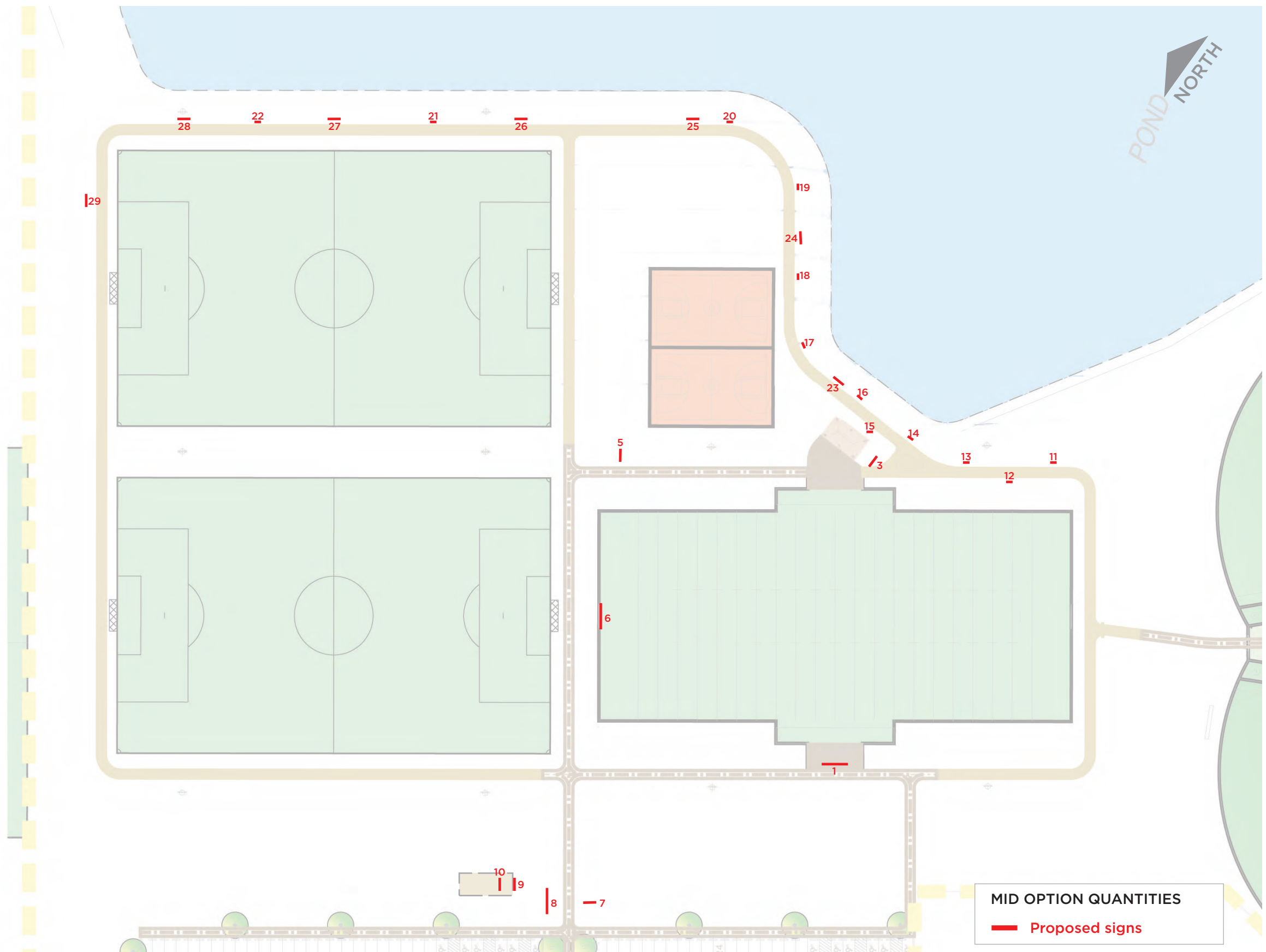
100203 Mid Option Quantities

PAGE TITLE/ELEMENT TYPE

SLP2
Sign Location Plan

SHEET NUMBER

SLP2





***City Council Meeting
February 9, 2010
Agenda Item Transmittal***

Agenda Item #:

8

Agenda Title:

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

Council Action to be taken: Adjourn into Closed session.

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.087 of the Texas Government Code which allows such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

a. Executive Session form 551.087

**TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION**

1. OPEN MEETING ANNOUNCEMENT

THE CITY OF TAYLOR CITY COUNCIL BEING CONVENED IN OPEN SESSION AND DECLARING A QUORUM, ON THIS DATE February 9, 2010 AFTER POSTING AN OFFICIAL AGENDA INDICATING THE NEED FOR AN EXECUTIVE SESSION AND PURSUANT TO SECTION 551.087, TEXAS GOVERNMENT CODE, THE COUNCIL WILL ADJOURN INTO EXECUTIVE SESSION TO DISCUSS OR DELIBERATE REGARDING COMMERCIAL AND/OR FINANCIAL INFORMATION ON A BUSINESS PROSPECT THAT THE CITY OF TAYLOR, TEXAS, SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE CITY OF TAYLOR, TEXAS, AND WITH WHICH THE CITY OF TAYLOR, TEXAS IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS AND/OR TO DELIBERATE THE OFFER OF FINANCIAL OR OTHER INCENTIVES TO THE BUSINESS PROSPECT.

ANY ACTION RESULTING FROM THIS EXECUTIVE SESSION WILL BE TAKEN IN OPEN SESSION IMMEDIATELY FOLLOWING THE EXECUTIVE SESSIONS.

2. BACK TO OPEN SESSION

THE TIME IS _____ P.M. AND WE WILL NOW RESUME THE OPEN SESSION OF THE COUNCIL MEETING. NO ACTION OR VOTE WAS TAKEN ON ANY MATTER DISCUSSED IN EXECUTIVE SESSIONS.

CERTIFICATION

I, Rod Hortenstine, Mayor of the City of Taylor, do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the 9th day of February, 2010.

Rod Hortenstine, Mayor

(Executive session)



***City Council Meeting
February 9, 2010
Agenda Item Transmittal***

Agenda Item #: 9

Agenda Title: Executive Session.

Council Action to be taken: Consult with City Attorney

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager
Ted Hejl, City Attorney

1. INTRODUCTION/PURPOSE

This Executive Session is called to consult with City Attorney.

2. DESCRIPTION/ JUSTIFICATION

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

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

9a. Executive Session form 551.071