

AGENDA

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

JULY 9, 2015, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITION

1. Recognition of Police Officers DeWayne Philpott and Autumn Clifford for exemplary service.
(Mayor)

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Registration forms are available at the sign in table.)

CONSENT AGENDA

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

2. Approve minutes for June 25 and July 2, 2015. (Susan Brock)

PUBLIC HEARINGS

3. Conduct a Public Hearing and consider introducing Ordinance 2015-05 regarding an application submitted by Manoj Naik for property owned by Tapimata, LLC requesting Specific Use Approval for "Outdoor Music Concerts and Dance Hall" as allowed with Specific Use Approval in the M-1 (Light Industrial) zoning district at 1402 Welch Street, property also described as 8.24 acres out of the J.C. Eaves Survey, Abstract 1:214; and 7.923 acres out of the W.R. Williams Survey, Abstract #1665, consisting of a total of 16.163 acres, generally located at 1202-1402 Welch Street, City of Taylor, Texas, Williamson County. (Laura Rouse-DeVore)
4. Conduct a Public Hearing and consider introducing Ordinance 2015-07 regarding a request made by Alan Teichelman to rezone a parcel of property located at 1800 Old Granger Road, Taylor, Texas being a 0.85 acre tract out of the Pharrass J. Survey, AW 495 from R1, Single Family to B1, Local Business. (Laura Rouse-DeVore)
5. Conduct a Public Hearing and consider introducing Ordinance 2015-08 to grant Specific Use Approval to allow a major automotive repair facility on property described as City of Taylor, Block 11, Lots 3-6 (E/PTS); also known as 203 Washburn Street, Taylor, Texas situated in Williamson County, Texas. (Laura Rouse-DeVore)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

6. Consider approving professional services agreements with Freese and Nichols and Sledge Engineering related to the transportation user fee. (Noel Bernal)
7. Consider receiving report on code enforcement of painting homes initiative. (Bob vanTil)
8. Receive presentation regarding railroad quiet zones. (Bob vanTil)

9. Consider further action regarding West End School property. (Bob vanTil)
10. Receive update on street projects. (Danny Thomas; Sledge Engineering)
11. Receive update on flood recovery efforts and planned recognition event. (Isaac Turner)
12. Consider proposed future agenda topics and discuss meeting dates. (Mayor)

EXECUTIVE SESSION

13. Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.
 - Property disposition at 800 W. 7th street
14. Executive Session II. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
 - Project Advance
 - Project Access
15. Consider action from any Executive Session. (Mayor)

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 pm on July 6, 2015 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By:  Date 7/6/15
Susan Brock, City Clerk



City Council Meeting

July 9, 2015

Agenda Item Transmittal

Agenda Item #: 1

Agenda Title: Recognition of Police Officers DeWayne Philpott and Autumn Clifford for exemplary service.

Council Action to be taken: Recognition by Mayor and Council

Initiating Department: Police Department

Staff Contact: Henry Fluck, Chief of Police

1. INTRODUCTION/PURPOSE

The City Council desires to commend Police Department Officer DeWayne Philpott and Officer Autumn Clifford for their life saving actions in reviving a newborn baby.

2. DESCRIPTION/ JUSTIFICATION

On Monday, June 15th at 3:52 am, Taylor Police Officers DeWayne Philpott and Autumn Clifford were dispatched to a residence on First Ave for a medical assist. Officers arrived within one minute of the call and learned that a twenty-seven year old woman had just given birth to a baby girl that appeared to have been delivered early. The newborn was unresponsive and not breathing. Officer Philpott, a Certified Emergency Medical Technician and current Paramedic Student, used his life saving skills and with the assistance of Officer Clifford, were able to revive the newborn. Taylor Fire Department and Williamson County EMS arrived on scene a few minutes later. Williamson County EMS transported the mother and new born daughter to Seton Hospital Williamson County. It was reported that both were doing fine.

After finishing his twelve hour shift Officer Philpott and his wife Anita delivered a baby care package consisting of diapers, bottles, blankets, bathing supplies, and clothes to the new mother's residence, in order to help the family with the unexpected delivery.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES



***City Council Meeting
July 9, 2015
Agenda Item Transmittal***

Agenda Item #: 2
Agenda Title: Approve minutes for June 25 and July 2, 2015.
Council Action: Approve by consent 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, Local 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

2a. [Minutes June 25, 2015.](#)

2b. [Minutes, July 2, 2015.](#)

The City Council of the City of Taylor met on June 25, 2015, at City Hall, 400 Porter St., Taylor, Texas. Mayor Jesse Ancira declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem Chris Gonzales
Council Member Scott Green
Council Member Don Hill
Council Member Brandt Rydell

Isaac Turner, City Manager
Noel Bernal, Assistant City Manager
Mark Schroeder, City Attorney
Susan Brock, City Clerk

INVOCATION

Mr. Danny Thomas led the group in prayer. Mayor Ancira asked for a moment of silence in the memory of Hutto Police Sgt. Chris Kelley who lost his life earlier this month.

PLEDGE OF ALLEGIANCE

PROCLAMATION/RECOGNITION

1. RECOGNITION OF THE TAYLOR FIRE DEPARTMENT RESPONSE SUPPORT TEAM.

Mayor Ancira and Chief Ekiss honored the dedicated volunteers that assist him and his firefighters in many different ways all year long.

CITIZENS COMMUNICATION

Mr. Matthew Temple encouraged Council and City Staff to continue to work towards an acceptable solution while determining the water rates including a closer look at water and wastewater impact fees. Mr. Ed Komandosky addressed the council as the Chair of the Street Committee and said he and his members were ready to assist in the next step of public education on the funding solutions currently under review.

CONSENT AGENDA

2. CONCUR WITH PRELIMINARY FINANCIALS FOR MAY, 2015.
3. CONSIDER APPROVING THE ASSIGNMENT OF A HOTEL ROAD CONTRACT WITH HARRY ZEPLIN TO SADYA CAPITAL, LLC.
4. APPROVE MINUTES FOR JUNE 11, 2015.

Item Number 3 was removed for further clarification. Council Member Rydell moved to approve items number 2 and 4 as presented and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

Mr. van Til provided clarification on Item Number 3 regarding the road for the hotel project. The original agreement provided that Mr. Zeplin would build the road but the agreement was amended to allow Mr. Patel to build the road with the hotel. Council Member Hill moved to approve Item Number 3 as presented and Council Member Green seconded the motion. VOTE: Four voted AYE; one vote NO (Gonzales). Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

5. RECEIVE PRESENTATION ON TRAFFIC EDUCATION, CALMING TECHNIQUES AND ENFORCEMENT.

Chief Henry Fluck presented an overview of types of traffic calming options including speed awareness and calming devices. Mr. Casey Sledge, consulting city engineer, provided details on the advantages and disadvantages of methods that require engineering and provided an estimate of costs. Mayor Pro Tem Gonzales asked staff to investigate if it may be necessary to lower speeds on specific streets and Council Member Green requested more information on the cost to install additional signs if warranted. No action was taken on this item and staff was asked to bring back additional information on the speed recognition trailer device for further consideration.

6. CONSIDER APPOINTMENT TO TAYLOR ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS.

Ms. Brock presented a request to Council to consider an appointment to the TEDC Board of Directors to replace Mr. Cecil Bowen who resigned earlier in the year. Mayor Ancira asked Council to consider making this appointment by nomination instead of direct appointment. Mayor Pro Tem Gonzales nominated Mr. Gary Gola; Council Member Hill nominated Mr. John McDonald, and Council Member Rydell nominated Mr. Joe Burgess. As per Roberts Rules of Order, the last nomination was considered first. Mayor Ancira asked for a vote on the nomination of Mr. Burgess to the Board. VOTE: Three voted AYE; Two NO (Hill and Gonzales). Motion passed. Mr. Burgess was appointed to the TEDC Board to fill an unexpired term because of the resignation of Mr. Bowen.

7. DISCUSS COST OF SERVICES FOR WATER AND WASTEWATER.

Mr. Robert Chambers presented an overview of proposed rates for both water and wastewater that would allow the city to recover the costs of providing those services. Council asked for more time to review the information and invited Mr. Chambers to continue the discussion at the July 23rd council meeting. No action was taken on this item.

8. RECEIVE PRESENTATION AND DISCUSSION OF TRANSPORTATION USER FEE.

Mr. Sledge and staff from Freese and Nichols (Mike Nichols and Linda Huff) were on hand to provide an overview of the process and viability of creating a transportation user fee to provide funding to enhance the plan for a street maintenance and/or rehabilitation program. No action was taken on this item.

9. CONDUCT BUDGET WORKSHOP I FOR FISCAL YEAR 2015/2016.

Mr. Turner and Ms. Rosemarie Dennis, Finance Director, continued their presentation of the proposed budget and highlighted the new programs under consideration for funding including a 3 percent increase for staff salaries. More detail will be provided in the upcoming scheduled Budget Workshops.

10. CONSIDER PROPOSED FUTURE AGENDA TOPICS AND ITEMS FOR DISCUSSION.

Mayor Ancira asked council members for any items in need of further discussion. His request was for an update on the fair streets and Council Member Hill asked for a report on all street projects including Jones and Burkett. Council Member Green expressed concern that a special meeting may be needed prior to the July 9th meeting in order to meet the needs of a potential employer. (A meeting was ultimately scheduled on July 2 at 4:30 pm to review the economic development agreement for Summit Custom Cabinets.)

(Mayor Ancira and council members retired to closed session at 7:58 pm.)

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

- Project Advance

12. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Ancira resumed the open meeting at 8:20 p.m. and stated that there was no action taken during Executive Session.

ADJOURN

With no further business, Mayor Ancira declared the meeting adjourned at 8:20 p.m.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk

The City Council of the City of Taylor met in a Special Meeting on July 2, 2015, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Mayor Pro Tem Gonzales, Mayor Jesse Ancira declared a quorum and called the meeting to order at 4:30 p.m. with the following present:

Council Member Scott Green
Council Member Don Hill
Council Member Brandt Rydell

Isaac Turner, City Manager
Noel Bernal, Assistant City Manager
Susan Brock, City Clerk

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

1. CONSIDER APPROVING A 380 ECONOMIC DEVELOPMENT AGREEMENT FOR SUMMIT CUSTOM CABINETS, LLC.

Mr. Bob van Til, Director, Development Services, presented a request to approve an agreement with Summit Custom Cabinets, LLC. The company is already in the process of relocating from Manor to the Industrial Park and the special meeting was called to expedite the process in an effort to allow the company to open as soon as possible. The new facility will be 40,000 square feet and will employ 65 new workers at the Taylor location.

Council Member Rydell moved to approve the request and to authorize the City Manager to enter into the agreement as presented. Council Member Hill seconded the motion. VOTE: Four voted AYE. Motion passed.

ADJOURN

With no further business, Mayor Ancira declared the meeting adjourned at 4:39 p.m.

ATTEST:

Susan Brock, City Clerk

Jesse Ancira, Jr., Mayor



City Council Meeting

July 9, 2015

Agenda Item Transmittal

Agenda Item #: 3

Agenda Title: Conduct a Public Hearing and consider introducing Ordinance 2015-05 regarding an application submitted by Manoj Nail for property owned by Tapimata, LLC requesting Specific Use Approval for “Outdoor Music Concerts and Dance Hall” as allowed with Specific Use Approval in the M-1 (Light Industrial) zoning district at 1402 Welch Street, property also described as 8.24 acres out of the J.C. Eaves Survey, Abstract 1:214; and 7.923 acres out of the W.R. Williams Survey, Abstract #1665, consisting of a total of 16.163 acres, generally located at 1202-1402 Welch Street, City of Taylor, Texas, Williamson County.

Council Action to be taken: Conduct a Public Hearing and Consider introducing Ordinance 2015-05.

Initiating Department: Development Services

Staff Contact: Laura Rouse-DeVore,
Deputy Building Official

1. INTRODUCTION/PURPOSE

Manoj Naik, applicant, representing Tapimata, LLC, property owner, has submitted a request for a Specific Use Permit for the property located at 1402 Welch Street to allow for use of the property for “Outdoor Music Concerts and Dance Hall”, which would include allowing the property to be used for weddings, private parties, quinceneras, etc.

In response to issues surrounding a large event that was thrown on this property on August 2, 2013, the petitioner filed to rezone the property and requested a Specific Use Permit for rodeo events as well as for outdoor concerts, carnivals, flea markets, etc. on August 22, 2013. (A timeline of this filing has been included with your packet materials for reference) This filing was approved and the ordinance was signed on May 8, 2014 with numerous conditions. (A copy of this signed ordinance has been provided with this report for your reference.)

Due to the applicant’s failure to meet the conditions present in the ordinance within the appropriate timeframes, the ordinance expired and the Specific Use Permit was terminated. The petitioner has decided to apply for a Specific Use Permit for this same property and the proposed use is for “Outdoor Music Concerts and Dance Hall”.

The Future Land Use Map shows the designation of this land as Semi-Public/Institutional. One important change in this filing is that the petitioner has indicated to staff that he has no intentions of using the property for rodeo events, carnivals, large-scale music concerts, and/or flea markets.

The petitioner has indicated to staff that his intention is to utilize the property for weddings, private parties, quinceneras, etc.

The current Ordinance (Ord. No.2015-05) reflects these changes. In addition, the other main difference between the ordinance that signed in May 2014 (Ord. No. 2014-06 and the current ordinance is that the petitioner has since completed the requirement and satisfied the condition for installation of sound attenuation materials and, thus, that condition was removed from the ordinance as well. All other conditions remain the same as what was included with the May 2014 ordinance (Ord. No. 2014-06) pursuant to the recommendation from the Planning and Zoning Commission on May 12, 2015. Exhibit B has also been revised to reflect the petitioner's abandonment of plans relating to the Rodeo Use.

The purpose of this item is to conduct a public hearing and consider introduction of the ordinance regarding the proposed Specific Use Permit of the property located at 1402 Welch Street.

2. DESCRIPTION/ JUSTIFICATION

Date of the Public Hearing

July 9, 2015

Location of the Property

1202/1402 Welch Street

Property Owner and Applicant

Tapimata, LLC property owner; Manoj Naik, applicant and property owner

Applicant's intentions for the property (development objective)

Outdoor Music Concerts and Dance Hall

Existing Zoning

M-1

Proposed Zoning

No changes to the current zoning are being requested. The Specific Use Permit is required for the property to be utilized for the Outdoor Music Concerts and Dance Hall, which includes weddings, private parties, special events, etc.

Future Land Use Map

Semi-Public/Institutional

Current Use of Property

Special Events

Zoning of Surrounding Property

North: M-1/Light Industrial

East: M-1/Light Industrial

South: R-1/Single-Family Residential

West: R-1/Single-Family Residential

Land Use of Surrounding Property

North: Pavilion

South: Creek

East: Federal Facility

West: Vacant

Right of Way Issues

None

Platting Information

Property is currently platted

Other Information

A timeline from the previous SUP filing (SUP 13-02) and a copy of the Ordinance 2014-06, signed May 8, 2014 have been included with your packet materials for reference.

Discussion:**Recommendation**

Staff recommends that consideration be given to sending the City Council a favorable recommendation of the Specific Use Permit if the petitioner is willing to meet the all of the conditions that were part of the signed and approved ordinance from the previous submission.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The Planning and Zoning Commission held a public hearing and forwarded a favorable recommendation with conditions during their May 12, 2015 regular meeting. The vote was unanimous in favor of the sending a favorable recommendation for approval of the Specific Use Permit if the petitioner is willing to meet all of the conditions that were part of the signed and approved ordinance (Ord. No. 2014-06) from the previous SUP submission.

Staff recommends approval of the Specific Use Permit if the petitioner is willing to meet the all of the conditions that were part of the signed and approved ordinance (Ord. No. 2014-06) from the previous submission (SUP 13-02).

6. REFERENCE FILES

3a. [Ordinance 2015-05 with Exhibit A](#)

3b. [Site Map \(Exhibit B\)](#)

3c. [Ordinance 2014-06](#)

Hidalgo Plaza Timeline (13-02 SUP)

Aug. 2, 2013: Big Event. This caused many problems due to the size of the function and due to the consumption of alcoholic beverages.

Aug. 11, 2013: Rodeo Event. A second event took place on the property.

***Extensive research was conducted on the grandfathering of activities at the park. Zoning strategy jointly developed for the owners of Hidalgo Park.

Aug. 22, 2013: Mr. Suarez and Tapimata, LLC apply to rezone the Southern 12.4 acres from R-1 to M-1 and also apply for an Specific Use Permit for “Rodeo” use, which was later amended to include other outdoor events and activities, such as outdoor concerts, carnivals, flea markets, etc.

August 2013: City Attorney determines no zoning category appropriate for proposed uses. Decision is made with the Hidalgo “Team” to create a new category in the zoning ordinance called “Outdoor Concerts”.

Sept. 10, 2013: Planning & Zoning Commission Public Hearing: Favorable Recommendation sent to City Council regarding both, Rezoning from R-1 to M-1 with SUP for “Rodeo” and on the Text Amendment to the zoning ordinance adding outdoor concerts.

Oct. 24, 2013: City Council conducts public hearing on the rezoning R-1 to M-1 with SUP for Rodeo and text amendment to zoning ordinance adding outdoor concerts. Both public hearings were continued to the next meeting.

Nov. 14, 2013: City Council completes the public hearing on rezoning from R-1 to M-1 with SUP for the rodeo and the text amendment. Cases sent back to P&Z because of opposition from CCA and Union Pacific which the P&Z didn’t know about. (CCA and/or Union Pacific did not attend the P&Z public hearing)

Nov. 27, 2013: Group Meeting with the Hidalgo Team, CCA, Union Pacific, and City Staff. Strategy established to resolve issues and chart a course forward.

***City hires a sound specialist to evaluate the impact on the surrounding areas.

***City hires a local surveyor to correct legal description of the park property.

Dec. 10, 2013: P&Z conducted a public hearing on the rezoning of the 12 southern acres from R-1 to M-1. Favorable recommendation sent to City Council. Also, conducted public hearing on the text amendment to the zoning ordinance adding “Outdoor Concerts”. Favorable recommendation sent to City Council as well.

Jan. and Feb, 2014: Results of the sound study were provided and routed. Numerous conversations were held with Mr. Naik, CCA, Mr. Orta (re: no parking signs), and Union Pacific, regarding the questions sent by CCA regarding the proposed operations plan. Site Plan was created, amended, and routed. SUP ordinance was drafted.

Mar. 11, 2014: P&Z public hearing on the Hidalgo Park SUP ordinance allowing for outdoor concerts, flea markets, sporting events, etc. No quorum was achieved and therefore, since there was no meeting, the City convened a meeting with the Hidalgo Team, CCA and City Staff to work out remaining issues, such as noise issues, fencing costs, security costs, etc.

Apr. 8, 2014: P& Z scheduled to consider the Hidalgo Park SUP.

Apr. 15, 2015: Special-called council meeting to conduct public hearings on rezoning the southern 12 acres from R-1 to M-1 and amend the zoning ordinance to add the “Outdoor music concerts and dance halls” category

Apr. 24, 2014: Council Meeting: Final readings on rezoning from R-1 to M-1 and the text amendment; public hearing on the Hidalgo Park SUP.

May 8, 2014: Council Meeting: Final reading of the Hidalgo Park SUP. Hidalgo Park SUP Ordinance was approved.

ORDINANCE NO. 2015-05

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT ALLOWING
OUTDOOR MUSIC CONCERTS AND DANCE HALL EVENTS ON
PROPERTY LOCATED AT 1402 WELCH STREET; AND PROVIDING A
SAVINGS CLAUSE

Whereas, Manoj Naik ("Applicant") and Tapimata LLC ("Owner and Applicant"), requested a Specific Use Permit ("SUP") allowing Outdoor Music Concerts and Dance Hall Events on real property owned by Tapimata LLC which is described in *Exhibit "A"* and also shown in the site plan in *Exhibit "B" ("Site Plan")*, both of which are attached hereto and incorporated by reference herein, and are referred to as "Property", having a physical address on 1402 Welch Street; and

Whereas, notices required by ordinance and law for a public hearing before the Taylor Planning and Zoning Commission ("P & Z") to determine if a SUP should be granted were properly published and given; and

Whereas, the P & Z conducted a public hearing on May 12, 2015, to determine if the SUP should be granted; and

Whereas, the P & Z approved the Applicant's and Owner's request for a SUP on the Property and referred its recommendation for further required action to the Taylor City Council ("City Council"); and

Whereas, the City Council provided notices required by ordinance and law for a public hearing on the Applicants' and Owner's SUP request and on the recommendation from the P & Z; and

Whereas, the City Council conducted a public hearing on July 9, 2015, on the SUP request and P&Z recommendation after which the City Council determined the SUP should be granted conditioned upon and subject to the Applicants' and Owner's compliance to the following terms and conditions.

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 SUP is conditionally granted subject to the following terms and conditions which shall be conditions precedent and subsequent for the SUP to remain in effect without automatic revocation and required for Applicants' and Owner's SUP use and operation on the Property.

1. The SUP is granted to Applicant and Owner only and shall not be assigned, transferred, used or conveyed without knowledge and consent of the City. Applicants have verified the correct names of all the members, managers, and officers of Tapimata LLC and all of them shall comply with all rules, regulations and laws pertaining to the use on the Property.

2.

(a). The owner shall construct according to the existing Site Plan two hundred twenty-three (223) parking spaces clearly designated on the Property as shown on the Site Plan within thirty-six (36) months from the date this Ordinance is adopted.

(b). The owner shall construct in accordance with the Site Plan no less than nine (9) handicapped parking spaces designate and correctly marked as required by law for handicapped parking.

(c)). The Owner shall shall construct and properly designate sixty (60) parking spaces by the rodeo area as shown on the Site Plan.

(d). The parking areas on the Property must be compacted with dust free material and parking areas must comply with City Ordinances.

3. FENCING

(a). The Owner must construct a fence on the entire east Property line, as shown in the Site Plan, excluding the property line located in the designated flood plane at the southeast corner of the Property shown on the current FEMA flood plane map. All fencing must be no less than

nine (9') feet high above ground level and must be constructed with material that blocks view of the Property from the eastern contiguous property on the east side of the Property.

(b). The fence required in 3(a) above on the east property line must be properly constructed in compliance with all applicable ordinances and installed on or before nine (9) months from the adoption of this SUP Ordinance.

4. The Applicants and Owner shall maintain security at its cost of the entire Property at all times using certified peace officers or certified security personnel if no certified peace officers are available ("Security Officers"). The ratio of Security Officers to persons attending the event shall be two (2) Security Officers to three hundred (300) persons when alcoholic beverages are present on the Property; and one (1) Security Officers to three hundred (300) persons if no alcoholic beverages are present in accordance with the Taylor Police Department's Policies and Procedures as now written or hereafter amended.

5. No less than four(4) no trespassing signs of a size that can be plainly seen shall be installed and evenly-spaced on the fence erected on the east Property line and shall face west, prohibiting trespass from the Property to the eastern contiguous property.

6. Applicants and Owner shall install lights that shall provide adequate illumination to all parking areas for safety and convenience to all patrons attending any event held on the Property and such lights shall be no less then the number installed at the locations shown in the site plan per city code.

7. Applicants and Owner shall not conduct any activity allowed under this SUP on any day or time except as allowed in the following schedule:

- (a). Thursday ending at 12:00 midnight on the same Thursday.
- (b). Friday and ending at 12:00 midnight on the same Friday.
- (c). Saturday ending on the following Sunday morning at 1:00 a. m.
- (d). Sunday ending at 12:00 midnight on the same Sunday.
- (e). All other days shall end on the same day at 12:00 midnight.

8. The Applicants and Owner shall operate the property and conduct all events allowed under this SUP in compliance with all rules, regulations, orders, ordinances, laws, and statutes applicable to the use and operation of the Property and any activities conducted on the Property, including without limitation the Texas Alcohol Beverage Code, and any violations shall be enforceable under them and in addition as allowed under this Ordinance by the City.

9. The Applicants and Owner shall provide no less than fourteen (14) calendar days prior notice to neighboring property owners, the Taylor Police Department, and the Taylor Fire Department of any event to be conducted on the Property before the event is held.

10. Applicants and Owner must maintain the Property in a clean and sanitary condition and will have no less than one(1), two (2) cubic yard dumpster on the Property to contain refuse which dumpster must be properly emptied by a franchised hauler no less than once a week.

11. No alcoholic beverage shall be allowed to be brought on to the Property at any time except by Applicants and Owner for events permitted by this SUP.

12. The Applicants and Owner will have management oversight for all alcoholic beverage sales by a person who is qualified by the Texas Alcoholic Beverage Commission and who shall be additionally responsible that alcohol beverage sales comply with rules pertaining to the sale and consumption of alcohol on the Property.

14. Applicants and Owner must insure the safety and well-being of all animals maintained on the Property, those used for any event on the Property or owned and kept by the Applicants and Owner on the Property.

15. The Applicants and Owner shall use the Property and build all improvements on the Property in conformity with the Site Plan and in compliance with all ordinances and rules regarding such use and construction.

16. The Applicants and Owner shall pay all costs for security provided by the Taylor Police Department.

17. This SUP shall terminate without further action when Owner (i) no longer owns all legal and equitable title to the Property; (2) the Owner leases, assigns, transfers or subleases the Property under any verbal or written agreement; (3) Applicants or Owner grants consent, either directly or indirectly, to any other person or entity approval to allow events allowed under this SUP on the Property; (4) Applicants or Owner fails to start the improvements required by this SUP on the Property on or before three (3) months from the date this ordinance is adopted and completes all of them on before one year from the date this Ordinance is adopted, except the parking lot required (2.(a) above) which shall be completed as required in 2.(a); (5) when Owner terminates events allowed under this SUP on the Property; and (6) when the Applicants or Owner do not receive beneficial interest from all events allowed by this SUP; or (7) when the Owner assigns, transfers or conveys any legal or equitable interest in Tapimata, LLC to another person or entity.

18. Selling firearms, weapons, ammunition, sexually explicit or obscene material, drugs or drug paraphernalia, fireworks, counterfeit merchandise, counterfeit logos and labels is prohibited on the Property. The City of Taylor reserves the right to restrict the sale or display of any item it deems not in the best interest of the City of Taylor.

19. All conditions described and shown in the Site Plan must be followed and completed.

SECTION 3. This SUP will terminate immediately upon the

failure of Applicants or Owner to comply with the conditions required herein for continuation of the SUP. If not earlier terminated, this SUP shall terminate on the tenth anniversary date of the adoption of this Ordinance without notice to the Applicants or Owner.

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 2015-05 was introduced before the Taylor City Council on the ninth (9th) day of July, 2015.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2015.

Jesse Ancira Jr., 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 L. 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. 2015-05, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2015, 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 _____, 2015.

Susan L. Brock
City Clerk

Exhibit A

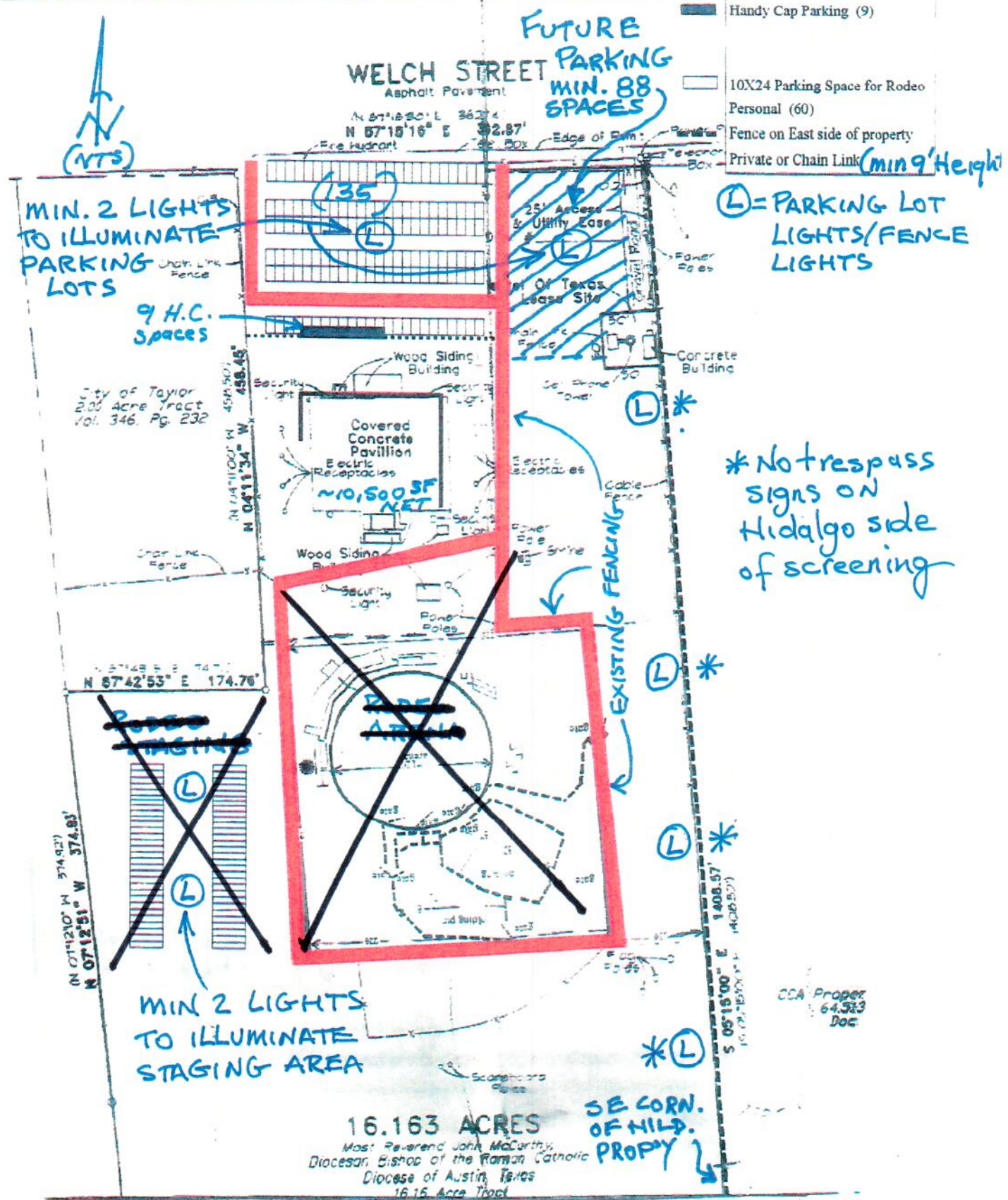
8.24 acres out of the J.C. Eaves Survey, Abstract 1:214: and 7.923 acres out of the W.R. Williams Survey, Abstract #1665. consisting of a total of 16.163 acres, generally located at 1202-1402 Welch Street, City of Taylor Texas, Williamson County. Texas as recorded document 200903440: dated May 14, 2009 of the official public records of Williamson County.

PLAZA HIDALGO

Exhibit B

LEGEND

- Fire Lane 24' wide
- 9X18 Parking Space (135)
- Handy Cap Parking (9)
- 10X24 Parking Space for Rodeo Personal (60)
- Fence on East side of property
- Private or Chain Link (min 9' Height)



*** No trespass signs on Hidalgo side of screening**

ORDINANCE NO. 2014-06

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT ALLOWING THE SALE OF ALCOHOLIC BEVERAGES, CONCERTS, LIVE BANDS, FLEA MARKETS, RODEOS, WEDDINGS, REVIVALS, CARNIVALS, CIRCUSES, SPORTING EVENTS THAT INCLUDE BASEBALL, SOCCER, FOOTBALL, WRESTLING AND OTHER SIMILAR SPORTING EVENTS, AND THE PREPARATION OF AND THE SALE OF FOOD ON PROPERTY LOCATED AT 1402 WELCH STREET; AND PROVIDING A SAVINGS CLAUSE

Whereas, Humberto Suarez ("Applicant") and Tapimata LLC ("Owner and Applicant"), requested a Specific Use Permit ("SUP") allowing the sale of alcoholic beverages, concerts, live bands, flea markets, rodeos, weddings, revivals, carnivals, circuses, sporting events that include baseball, soccer, football, wrestling and other similar sporting events, and the preparation of and of the sale of food on real property owned by Tapimata LLC which is described in Exhibit "A" and also shown in the site plan in Exhibit "B" ("Site Plan"), both of which are attached hereto and incorporated by reference herein, and are referred to as "Property", having a physical address on 1402 Welch Street; and

Whereas, notices required by ordinance and law for a public hearing before the Taylor Planning and Zoning Commission ("P & Z") to determine if a SUP should be granted were properly published and given; and

Whereas, the P & Z conducted a public hearing on April 8, 2014, to determine if the SUP should be granted; and

Whereas, the P & Z approved the Applicants' and Owner's request for a SUP on the Property and referred its recommendation for further required action to the Taylor City Council ("City Council"); and

Whereas, the City Council provided notices required by ordinance and law for a public hearing on the Applicants' and Owner's SUP request and on the recommendation from the P & Z; and

Whereas, the City Council conducted a public hearing on April 15, 2014, on the SUP request and P & Z recommendation after which the City Council determined the SUP should be granted conditioned upon and subject to the Applicants' and Owner's compliance to the following terms and conditions.

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 SUP is conditionally granted subject to the following terms and conditions which shall be conditions precedent and subsequent for the SUP to remain in effect without automatic revocation and required for Applicants' and Owner's SUP use and operation on the Property.

1. The SUP is granted to Applicants' and Owner only and shall not be assigned, transferred, used or conveyed without knowledge and consent of the City. Applicants have verified the correct names of all the members, managers, and officers of Tapimata LLC and all of them shall comply with all rules, regulations and laws pertaining to the use, sale and possession of alcohol on the Property.

2.

(a). The owner shall construct according to the existing Site Plan two hundred twenty-three (223) parking spaces clearly designated on the Property as shown on the Site Plan within thirty-six (36) months from the date this Ordinance is adopted.

(b). The owner shall construct in accordance with the Site Plan no less than nine (9) handicapped parking spaces designate and correctly marked as required by law for handicapped parking.

(c)). The Owner shall shall construct and properly designate sixty (60) parking spaces by the rodeo area as shown on the Site Plan.

(d). The paring areas on the Property must be compacted with dust free material and parking areas must comply with City Ordinances.

3.

(a). The Owner must construct a fence on the entire east Property line, as shown in the Site Plan, excluding the property line located in the designated flood plane at the southeast corner of the Property shown on the current FEMA flood plane map. All fencing must be no less than

nine (9') feet high above ground level and must be constructed with material that blocks view of the Property from the eastern contiguous property on the east side of the Property.

(b). The fence required in 3.(a). above on the east property line must be properly constructed in compliance with all applicable ordinances and installed on or before nine (9) months from the adoption of this SUP Ordinance.

4. The Owner shall install sound dampening and absorbing materials on the walls of the covered concrete pavilion to dampen and contain sound within the facility, all of which shall be installed according to applicable ordinances prior to the issuance of the conditional certificate of occupancy.

5. The Applicants and Owner shall maintain security at its cost of the entire Property at all times using certified peace officers or certified security personnel if no certified peace officers are available ("Security Officers"). The ratio of Security Officers to persons attending the event shall be two (2) Security Officers to three hundred (300) persons when alcoholic beverages are present on the Property; and one (1) Security Officers to three hundred (300) persons if no alcoholic beverages are present in accordance with the Taylor Police Department's Policies and Procedures as now written or hereafter amended.

6. No less than four(4) no trespassing signs of a size that can be plainly seen shall be installed and evenly spaced on the fence erected on the east Property line and shall face west, prohibiting trespass from the Property to the eastern contiguous property.

7. Applicants and Owner shall install lights that shall provide adequate illumination to all parking areas for safety and convenience to all patrons attending any event held on the Property and such lights shall be no less then the number installed at the locations shown in the site plan per city code.

8. Applicants and Owner shall not conduct any activity allowed under this SUP on any day or time except as allowed in the following schedule:

(a). Thursday ending at 12:00 midnight on the same Thursday.

(b). Friday and ending at 12:00 midnight on the same Friday.

(c)). Saturday ending on the following Sunday morning at 1:00 a. m.

(d). Sunday ending at 12:00 midnight on the same Sunday.

(e). All other days shall end on the same day at 12:00 midnight.

9. The Applicants and Owner shall operate the Property and conduct all events allowed under this SUP in compliance with all rules, regulations, orders, ordinances, laws, and statutes applicable to the use and operation of the Property and any activities conducted on the Property, including without limitation the Texas Alcohol Beverage Code, and any violations shall be enforceable under them and in addition as allowed under this Ordinance by the City.

10. Applicants and Owner shall provide no less than fourteen (14) calendar days prior notice to neighboring property owners, the Taylor Police and Fire Departments of any event to be conducted on the Property before the event is held.

11. Applicants and Owner must maintain the Property in a clean and sanitary condition and will have no less than one(1), two (2) cubic yard dumpster on the Property to contain refuse which dumpster must be properly emptied by a franchised hauler no less than once a week.

12. No alcoholic beverage shall be allowed to be brought on to the Property at any time except by Applicants and Owner for events permitted by this SUP.

13. The Applicants and Owner will have management oversight for all alcoholic beverage sales by a person who is qualified by the Texas Alcoholic Beverage Commission and who shall be additionally responsible that alcohol beverage sales comply with rules pertaining to the sale and consumption of alcohol on the Property.

14. Applicants and Owner must insure the safety and well

being of all animals maintained on the Property, those used for any event on the Property or owned and kept by the Applicants and Owner on the Property.

15. The Applicants and Owner shall use the Property and build all improvements on the Property in conformity with the Site Plan and in compliance with all ordinances and rules regarding such use and construction.

16. The Applicants and Owner shall pay all costs for security provided by the Taylor Police Department.

17. This SUP shall terminate without further action when Owner (i) no longer owns all legal and equitable title to the Property; (2) the Owner leases, assigns, transfers or subleases the Property under any verbal or written agreement; (3) Applicants or Owner grants consent, either directly or indirectly, to any other person or entity approval to allow events allowed under this SUP on the Property; (4) Applicants or Owner fails to start the improvements required by this SUP on the Property on or before three (3) months from the date this ordinance is adopted and completes all of them on before one year from the date this Ordinance is adopted, except the parking lot required (2.(a) above) which shall be completed as required in 2.(a); (5) when Owner terminates events allowed under this SUP on the Property; and (6) when the Applicants or Owner do not receive beneficial interest from all events allowed by this SUP; or (7) when the Owner assigns, transfers or conveys any legal or equitable interest in Tapimata, LLC to another person or entity.

18. Selling firearms, weapons, ammunition, sexually explicit or obscene material, drugs or drug paraphernalia, fireworks, counterfeit merchandise, counterfeit logos and labels is prohibited on the Property. The City of Taylor reserves the right to restrict the sale or display of any item it deems not in the best interest of the City of Taylor.

19. All conditions described and shown in the Site Plan must be followed and completed.

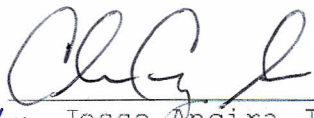
SECTION 3. This SUP will terminate immediately upon the

failure of Applicants or Owner to comply with the conditions required herein for continuation of the SUP. If not earlier terminated, this SUP shall terminate on the tenth anniversary date of the adoption of this Ordinance without notice to the Applicants or Owner.

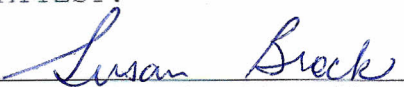
SECTION 4. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2014-02 was introduced before the Taylor City Council on the 24 day of April, 2014.

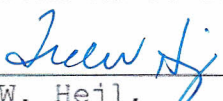
PASSED, APPROVED, and ADOPTED on the 24 day of May, 2014.


for Jesse Ancira Jr., Mayor
CHRIS GONZALES SR

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. 2014-06, passed and approved by the City Council of the City of Taylor, Texas, on the 24 day of May, 2014, 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 9th day of May, 2014.

Susan Brock
Susan Brock
City Clerk

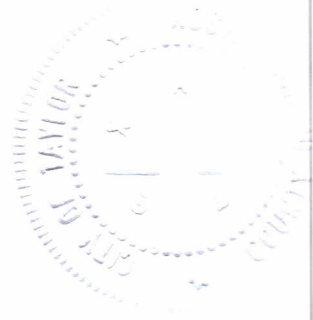
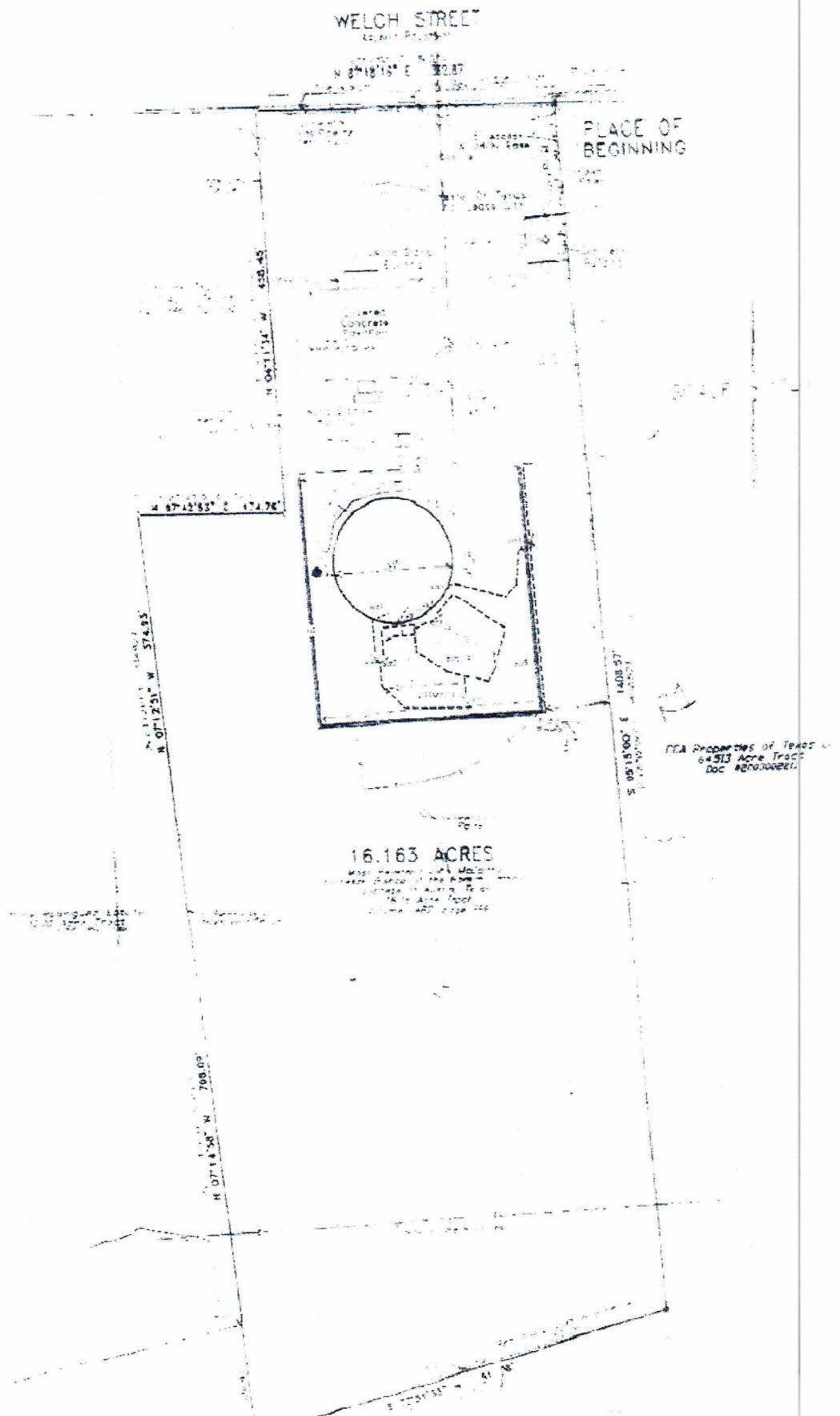


Exhibit 'A' 1 of 2

8.24 acres out of the J.C. Eaves Survey, Abstract #214; and 7.923 acres out of the W.R. Williams Survey, Abstract #665, consisting of a total of 16.163 acres, generally located at 1202-1402 City of Taylor, Texas, Williamson County, Texas as recorded in document 2009034401 dated May 14, 2009 of the official public records of Williamson County.

Exhibit 'A' 2 of 2





City Council Meeting July 9, 2015 Agenda Item Transmittal

Agenda Item #: 4

Agenda Title: Conduct a Public Hearing and consider introducing Ordinance 2015-07 regarding a request made by Alan Teichelman to rezone a parcel of property located at 1800 Old Granger Road, Taylor, Texas being a 0.85 ACRE TRACT OUT OF THE PHARRASS, J SURVEY, AW 495 from R1, Single-Family, to B1, Local Business.

Council Action to be taken: Conduct a Public Hearing and consider introducing Ordinance 2015-07.

Initiating Department: Development Services

Staff Contact: Laura Rouse-DeVore,
Deputy Building Official

1. INTRODUCTION/PURPOSE

Alan Teichelman, applicant, has submitted a request to rezone the property located at 1800 Old Granger Road from the current R1 (Single-Family) zoning to B1 (Local Business) zoning to facilitate a future use of office/retail on the property.

The purpose of this item is to conduct a public hearing and consider introduction of the ordinance regarding the rezoning of the property located at 1800 Old Granger Road.

2. DESCRIPTION/ JUSTIFICATION

Date of the Public Hearing

July 9, 2015

Location and Acres of the Property

1800 Old Granger Rd. 0.85 acres

Legal description

0.85 acres out of the J. Pharrass Survey, No. 495

Property Owner and Applicant

Emery Teichelman, owner

Alan Teichelman, applicant

Applicant's intentions for the property (development objective)

Office, retail

Existing Zoning

Single family residential, R1

Proposed Zoning

Local Business, B1

Existing Conditions on the Property

Property has a single family residence on it.

Existing Thoroughfares and Traffic Volumes

N. Main – 18,000 vehicles per day (VPD)

Existing Conditions Surrounding the Property (land use/zoning)

North: H+R Block office/B1

South: Residential/ R1

East: Multifamily/MF1

West: Car sales/ B2

Future Land Use Map

Commercial

The City's Thoroughfare Plan

Not applicable

Other Information

To redevelop the property, these items will need to be addressed through future approvals (ie: Building Permit, Site Development):

1. Provide parking spaces and a non-dust producing parking surface
2. Building permits for the renovation of the building to meet commercial standards (accessibility, for example),
3. To register the project with TDLR, if the cost of the renovations exceed \$50K,
4. Provide an asbestos survey for any demolition,
5. May need to provide an additional fire hydrant on or near the site.
6. The property will need to be platted as part of the permitting process.
7. Other items may be required depending on the specific nature of the future occupancy.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The Planning and Zoning Commission held a public hearing and forwarded a favorable recommendation during their June 9, 2015 regular meeting. The vote was unanimous in favor of the sending a favorable recommendation for approval of the rezone request for the property at 1800 Old Granger Road.

Staff recommends approval of the rezone request.

6. REFERENCE FILES

- 4a. [Ordinance 2015-07](#)
- 4b. [Legal description](#)
- 4c. [Legal description 2](#)
- 4d. [Site map](#)

ORDINANCE NO. 2015-07

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS APPROVING THE REZONING A PARCEL OF PROPERTY LOCATED AT 1800 OLD GRANGER ROAD, TAYLOR, TX. FROM SINGLE FAMILY RESIDENTIAL (R1) TO LOCAL BUSINESS (B1).

WHEREAS, notices for the proposed rezoning were published in accordance with the Zoning Ordinance and the request referred to the Planning and Zoning Commission.

WHEREAS, Emery Teichelman, property owner of 1800 Old Granger Road submitted a request to amend the zoning map of the City of Taylor from R1, Single Family Residential, to B1, Local Business, on property described as 0.85 acres out of the J. Pharrass Survey # 495, and

WHEREAS, the Planning and Zoning Commission held a public hearing on June 9, 2015, and

WHEREAS, the Planning and Zoning Commission voted to recommend Approval of the rezoning request.

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

1.0 That after a public hearing held on July 9, 2015 before the City Council of the City of Taylor for the purpose of considering an application submitted by Emery Teichelman, property owner of 1800 Old Granger Rd. also described as 0.85 acres out of the J. Pharrass Survey #495 hereby approves and grants approval of the rezoning request from R1, Single family, to B1, Local Business.

2.0 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 here of, as if copied herein verbatim.

3.0 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

4.0 In accordance with Article 8, of the City Charter, Ordinance No. 2015-07 was introduced before the City Council on the ninth (9th) day of July, 2015.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2015.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan L. 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. 2015-07, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2015, 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 _____, 2015.

Susan L. Brock
City Clerk

Legal description

0.85 acres out of the J. Pharrass Survey, No. 495

1800 Old Granger Road Rezone Site/Aerial Map:





City Council Meeting July 9, 2015 Agenda Item Transmittal

Agenda Item #: 5

Agenda Title: Conduct a Public Hearing and consider introducing Ordinance 2015-08 to grant Specific Use Approval to allow a major automotive repair facility on property described as CITY OF TAYLOR, BLOCK 11, LOTS 3-6 (E/PTS); ALSO KNOWN AS 203 WASHBURN STREET, TAYLOR, TX, SITUATED IN WILLIAMSON COUNTY, TEXAS

Council Action to be taken: Conduct a Public Hearing and consider introducing Ordinance 2015-08.

Initiating Department: Development Services

Staff Contact: Laura Rouse-DeVore,
Deputy Building Official

1. INTRODUCTION/PURPOSE

Sarah Jezek, property owner of 203 Washburn Street and Yvonne Palmer, the applicant and tenant of 203 Washburn Street have submitted an application for Specific Use Permit approval to expand business operations to include transmission repair, defined in the zoning ordinance as "major automobile repair". Expansion of business operations from minor automobile repair to major automobile repair requires Specific Use Permit approval. The zoning definitions have been included below to better explain the differences between minor and major automobile repair. Minor automobile repair is a permitted use in the B-1 Local Business Zoning District. Major automobile repair requires a Specific Use Permit approval in the B-1 Local Business Zoning District.

Automobile Repair, Major - General repair or reconditioning of engines, air-conditioning systems and transmissions for motor vehicles; wrecker service, collision repair services including body, frame or fender straightening or repair; customizing; painting; vehicle steam cleaning; undercoating and rustproofing; those uses listed under "Automobile Repair, Minor," and other similar uses.

Automobile Repair, Minor - Minor repair or replacement of parts, tires, tubes and batteries; diagnostic services; minor maintenance services such as grease, oil, spark plug and filter changing; tune-ups; emergency road service; replacement of starters, alternators, hoses and brake parts; automobile washing and polishing; performing state inspections and making minor repairs necessary to pass said inspection; normal servicing of air-conditioning systems; and other similar minor services for motor vehicles except heavy load vehicles, but

not including any operation named under "Automobile Repair, Major;" or any other similar use. No outside storage of vehicles or tools and no work on vehicles will be allowed within the B-1 Zoning District.

The purpose of this item is to conduct a public hearing and consider introduction of the ordinance to grant Specific Use Approval.

2. DESCRIPTION/ JUSTIFICATION

Date of the Public Hearing

July 9, 2015

Location and Acres of the Property

203 Washburn

Legal description

City of Taylor Addn., Block 11, Lots 3-6 (E/PTS)

Property Owner and Applicant

Sarah Jezek, owner

Yvonne Palmer, applicant

Applicant's intentions for the property (development objective)

Major Automotive Repair facility

Existing Zoning

Local Business, B1

Proposed Zoning

Specific Use Permit (SUP)

No zoning change requested at this time.

Existing Conditions on the Property

A building with multiple automotive repair types and tenants.

Existing Thoroughfares and Traffic Volumes

E 3rd. – N/A

Washburn – N/A

Existing Conditions Surrounding the Property (land use/zoning)

North: Retail/automotive (B1)

South: Office/commercial (B1)

East: Church and Fire Station (B1)

West: Commercial (banking, for instance) (B1)

Future Land Use Map

Downtown

The City's Thoroughfare Plan

Not applicable

Other Information

Recently, the City approved a similar SUP for a space north of this proposed use.

Existing Site Conditions:**Discussion:**

The proposed expansion of from a minor automobile repair facility to a major automobile repair facility requires Specific Use Permit approval. The expanded use is consistent with surrounding “grandfathered” uses in the area. This specific structure located at 203 Washburn Street has housed automobile repair facilities for several years and currently houses Sparky’s Speed Shop, a major automobile repair facility that received Specific Use Approval in April 2015.

Staff feels that the proposed Specific Use Approval is contextually consistent with the uses of surrounding parcels in the area.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The Planning and Zoning Commission held a public hearing and forwarded a favorable recommendation during their June 9, 2015 regular meeting. The vote was unanimous in favor of the favorable recommendation for approval of the Specific Use Permit for the property at 203 Washburn Street.

Staff recommends approval of the Specific Use Permit.

6. REFERENCE FILES

- 5a. [Ordinance 2015-08](#)
- 5b. [Legal description](#)
- 5c. [Site Map](#)

ORDINANCE NO. 2015-08

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS APPROVING A SPECIFIC USE PERMIT FOR A MAJOR AUTOMOTIVE REPAIR FACILITY ON PROPERTY DESCRIBED AS CITY OF TAYLOR, BLOCK 11, LOTS 3-6 (E/PTS); ALSO KNOWN AS 203 WASHBURN STREET, TAYLOR, TX.

WHEREAS, notices for the proposed specific use permit were published in accordance with the Zoning Ordinance and the request referred to the Planning and Zoning Commission.

WHEREAS, Yvonne Palmer, tenant and applicant, and Sarah Jezek, property owner, of 203 Washburn Street requested a Specific Use Permit for Major Automotive Repair on property described as City of Taylor, Block 11, Lots 3-6 (E/PTS); also known as 203 Washburn Street in the City of Taylor. That after a public hearing held by the Planning and Zoning Commission on June 9, 2015, the Planning and Zoning Commission voted to recommend approval of specific use permit to allow major automotive repair on said property.

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

1.0 That after public hearing held on July 9, 2015 before the City Council of the City of Taylor, Texas for the purpose of considering an application submitted by Yvonne Palmer, tenant and applicant, and Sarah Jezek, property owner, of 203 Washburn Street for a Specific Use Permit to allow major automotive repair on the property described as City of Taylor, Block 11, Lots 3-6 (E/PTS); also known as 203 Washburn Street in the City of Taylor; a specific use permit is hereby granted to the applicant for the property described herein.

2.0 That when the applicant vacates the premises, the specific use permit is null and void.

3.0 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 here of, as if copied herein verbatim.

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

5.0 In accordance with Article 8, of the City Charter, Ordinance No. 2015-08 was introduced before the City Council on the _____, 2015.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2015.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan L. 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. 2015-08, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2015, 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 _____, 2015.

Susan L. Brock
City Clerk

203 Washburn Legal Description: CITY OF TAYLOR, BLOCK 11, LOTS 3-6 (E/PTS)





City Council Meeting July 9, 2015 Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Consider approving professional services agreements with Freese and Nichols and Sledge Engineering related to the transportation user fee.

Council Action to be taken: Approve as presented.

Initiating Department: City Administration, Finance Department

Staff Contact: Isaac D. Turner
Rosemarie Dennis

1. INTRODUCTION/PURPOSE

Freese and Nichols and Sledge Engineering will work together to evaluate various methods of determining transportation user fees for the City of Taylor. In the first phase of the contracts Freese and Nichols and Sledge Engineering will present the findings and a recommendation to the City Council for approval in creating an ordinance. Also included this first phase will be the creation of the ordinance with the City attorney. In the second phase of the contract, Freese and Nichols and Sledge Engineering will assist the City in setting up billing, training staff on program implementation, and revisions to the system as needed thru two test billing cycles. Neither Freese and Nichols nor Sledge Engineering may proceed with phase two of the contract without prior authorization from City Manager.

2. DESCRIPTION/ JUSTIFICATION

More than 50% of the streets within Taylor are in poor condition. The creation of a transportation user fee program will dedicate money to street improvements only.

3. FINANCIAL/BUDGET

Freese and Nichols contract:

- Phase A1 (already under contract for \$9,500)
- Phase A2-A4 (before Oct. 1, 2015) = \$24,940
- Phase B (after Oct. 1, 2015) = \$20,163

Total = \$54,603

Sledge Engineering Contract:

Phase A1 (before Oct. 1) = \$ 3,700

Phase A2-A4 (before Oct. 1) = \$11,100

Phase B (after Oct. 1) = \$ 3,700

Total = \$18,500

4. TIMELINE CONSIDERATIONS

- Freese and Nichols and Sledge Engineering will present recommendation of the fee program at July 23, 2015 City Council Meeting.
- Freese and Nichols and Sledge Engineering to attend Town Hall Meetings between July 23, 2015 and August 27, 2015.
- Freese and Nichols and Sledge Engineering to present recommendation of fee program for Council Approval at August 27, 2015 Council Meeting.

5. RECOMMENDATION

Staff is recommending approval of both contracts in their entirety.

6. REFERENCE FILES

- 6a. [Freese and Nichols 2nd agreement](#)
- 6b. [Freese and Nichols first agreement](#)
- 6c. [Sledge Engineering agreement.](#)

June 24, 2015

Mr. Isaac Turner, City Manager
City of Taylor
400 Porter Street
Taylor, Texas 76574

Dear Mr. Turner,

Freese and Nichols (FNI) is pleased to have the opportunity to continue assisting the City of Taylor with implementation of a Transportation User Fee. An initial effort in data gathering and configuration has begun and the following scope of work includes effort to continue the analysis through implementation.

A. Program Creation – Prior to Ordinance Passing - Tasks Include:

1. Data Research and Compilation - currently under contract for this work (\$9,500)

- a. Compile and evaluate existing data from the City of Taylor, Williamson County, and Sledge Engineering (SE).
- b. Prepare information as GIS data for use in fee structure development (with SE assistance) and determine if data gathered is sufficient for use in modeling.
- c. Conduct update meeting with SE and City prior to June 25, 2015 Council meeting to inform City Manager of status of data collection.
- d. Attend and present with SE at June 25, 2015 Council meeting

2. Fee Schedule Option Evaluation

- a. Conduct project coordination meeting with SE and City. This meeting will provide guidance to FNI and SE regarding expectations of the fee program. Topics to be addressed include:
 - i. Approach to assessing fees to individual properties
 - ii. Fee structure
 - iii. Methodology
 - iv. Exemptions for certain property owners and appeals process

- v. Maximum individual dollar impact City will consider
 - vi. Targeted percentage of streets to address with fee program
 - vii. Targeted annual revenue generated with fee program
 - viii. Pavement maintenance program
- b. Upon receiving information provided by SE in Items c.i and c.ii, FNI will create three (3) Transportation User Fee Rate Models for consideration (assuming a single rate will be applied to each single family residential property and that non-single family residential property rates will be determined based on a combination of land use, property size, and/or building size). Work will include:
- i. Implementation schedule
 - ii. Rates (Residential and non-residential fee options)
 - iii. Exemptions
- c. SE will provide the following information to FNI for use in database for rate scenarios by June 29, 2015:
- i. Trip Generation Options
 - ii. Methodologies for various land uses
 - iii. Feedback on feasibility for City wide implementation and sustainment of program
- d. FNI will provide model output to SE on or before July 10, 2015, prior to City for review and edits. SE will provide edits by July 13, 2015 and if edits include changes in rates or exemptions, no more than 2 additional scenarios will be performed.
- e. Attend and assist SE with update meeting to the City Street Committee.

3. Fee Program Creation

- a. Conduct update meeting with SE and City on or before July 15, 2015 to inform City Manager of recommended fee rate option.
- b. Attend and present with SE at City Council meeting on July 23, 2015 to recommend Transportation User Fee model to City Council.
- c. Finalize and present with SE at a future City Council meeting to recommend Transportation User Fee model to City Council.

4. Ordinance Creation

- a. Following authorization from City to move forward with recommended Transportation User Fee model, conduct meeting with SE and City Manager to discuss:
 - i. Schedule
 - ii. Implementation procedures
 - iii. Public outreach
 - iv. Ordinance creation and approval
- b. Attend two (2) Town Hall Meetings to inform public of proposed ordinance. SE will lead both Town Hall Meetings. The second Town Hall Meeting will be hosted by the Street Committee to inform public of proposed ordinance. FNI will support this effort by attending and contributing as needed to discussions.
- c. Present with SE the Transportation User Fee Ordinance to City Council for consideration.
- d. Present with SE the Transportation User Fee Ordinance to City Council for adoption.

B. Program Implementation – After Ordinance Passing (October 1)

5. Staff Training

- a. Conduct meeting with SE and City staff to discuss/handle the following items:
 - i. Brief staff on final City of Taylor Transportation User Fee ordinance
 - ii. Discuss billing mechanism
 - iii. Discuss public outreach methods and timing

6. Prepare operation and maintenance guidance memo.

- a. Provide draft copy of operations and maintenance guidance memo to SE for review and comments. Make final edits per SE comments.

7. Implementation of Billing

- a. Coordinate with SE and City on the integration of transportation user fee data with the City of Taylor utility billing system. FNI will provide the transportation user fee database utilizing the City's unique identifiers (Parcel ID) for each property assessed a stormwater utility fee for the City's upload into the utility billing system.
- b. FNI will conduct a half day training session for City staff on data maintenance procedures.

- c. Coordinate with SE and City staff two (2) trial billing runs. FNI will conduct trial data exports to GIS for maintenance updates following each trial run.

8. Transportation User Fee Utility Report

- a. FNI will prepare a report that documents the basis and approach for the development of the City's transportation user fee. FNI will provide the City with two (2) hard copies and one (1) electronic file of the draft transportation user fee report upon completion of the project. Upon receipt of SE and the City's final comments, FNI will finalize the report and deliver two (2) hard copies and one (1) electronic file to the City.
- b. FNI will provide GIS model for use by City.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in Phase A as outlined. FNI will proceed with Phase B upon receipt of Notice to Proceed (NTP) with a final completion by January 31, 2016.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

RESPONSIBILITIES OF CLIENT

Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including project objectives and constraints.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

DESIGNATED REPRESENTATIVES

FNI and CLIENT designate the following representatives:

CLIENT's Designated Representative

Name: Casey Sledge, P.E.
Adrs: Sledge Engineering
481 Tucek Road
Taylor, Texas 76574
Phone: (512) 356-1888
E-mail: casey@sledge.biz

FNI's Project Manager

Name: Linda Huff
Adrs: 1920 Corporate Drive,
Suite 207B
San Marcos, Texas 78666
Phone: (512) 213-3200
Fax: (512) 213-3201
E-mail: Linda.Huff@freese.com

FNI's Accounting Representative

Name: Billy Metzger
Adrs: 10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone: (512) 617-3177
Fax: (512) 617-3101
E-mail: Billy.Metzger@freese.com

COMPENSATION

FNI proposes to furnish our services as described herein for a lump sum fee of \$45,103.
(Phase A1 not included in this lump sum, but shown below for reference).

Payments will be based upon phase of project completion. Progress shall be based on:

Phase A1 (already under contract for \$9,500)

Phase A2-A4 (before October 1, 2015) = \$ 24,940

Phase B (after October 1, 2015) = \$ 20,163

If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the Client's Designated Representative for the Client's approval before proceeding.

Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly. All invoices shall be submitted to the Client's Designated Representative for approval and processing.

TERMS AND CONDITIONS OF AGREEMENT

We propose to furnish our services as described herein in accordance with Attachment TC, "Terms and Conditions of Agreement".

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you are in agreement with the services described above and wish for us to proceed with this assignment, please sign below and return one copy of the agreement for our files.

Yours very truly,

FREESE AND NICHOLS, INC.

By: 

Michael L. Nichols, P.E.

Print or Type Name

Title: Senior Vice President

Date: June 24, 2015

Approved:

CITY OF TAYLOR

By:

Print or Type Name

Title:

Date:

10-25-07 ATTACHMENT TC

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Taylor. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability
General Aggregate \$2,000

Workers' Compensation
Each Accident \$500

Automobile Liability (Any Auto)
CSL \$1,000

Professional Liability
\$3,000 Annual Aggregate

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. Any such verification or adaptation will entitle FNI to further

reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
- ~~10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices. If as a result of any negligent acts, errors or omissions for which FNI has legal liability, and the Owner incurs an accumulation of excess costs over two percent (2%) of the actual project construction cost, FNI shall bear the burden of such accumulation of excess costs over said 2%; provided, however, said accumulation of excess costs shall not include any improvement costs or betterment costs and shall not exceed the difference between: (1) the actual construction costs resulting from such negligent acts, errors or omissions of FNI; and, (2) an estimate of what such costs would have been at the time of signing of the construction contract. It is understood, therefore, that FNI shall have no liability for any such excess costs which are less than two percent (2%) of the actual project construction cost."~~
- ~~11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.~~
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER'S DESIGNATED REPRESENTATIVE and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly.

If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, FNI may, after giving

seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder. FNI will inform the Owner's Designated Representative in writing prior to including additional subconsultant's on the project.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.



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www.freese.com

June 10, 2015

Mr. Isaac Turner, City Manager
City of Taylor
400 Porter Street
Taylor, Texas 76574

Dear Mr. Turner,

Freese and Nichols (FNI) is pleased to have an opportunity to work with Sledge Engineering (SE) and the City of Taylor to provide professional engineering services in the development of a Transportation User Fee. SE and FNI are working to develop a detailed scope, each of us (FNI and SE) performing different tasks for possible consideration at the City's June 25, 2015 Council Meeting.

We understand an intermediate contract is requested for FNI to begin the data compilation and formatting. Data collection and organization involves compiling large amounts of data into a usable form. As such, the data collection portion of the Transportation Fee Project is a time consuming process. Starting before the June 25th Council Meeting will allow us to have the information necessary for presentation and recommendations to the City Council on July 23rd.

SCOPE OF SERVICES

Freese and Nichols (FNI) will render the following professional services in connection with the development of the Project:

Work to be performed for this initial contract includes collecting and integrating into a GIS database the following information:

- a) Parcel information currently used for the Stormwater Utility Fee
- b) Building size (from Appraisal District Data, from existing GIS data and by other methods)
- c) Land Use – FNI will utilize existing information regarding land use with desktop land use review and field verification where data is not available or questionable
- d) Attend June 25, 2015 City Council Meeting with SE. Assist SE in preparation of information for City Council meeting (no printed items will be included with this work).

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within four (4) weeks.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

RESPONSIBILITIES OF CLIENT

Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including project objectives and constraints.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

DESIGNATED REPRESENTATIVES

FNI and CLIENT designate the following representatives:

CLIENT's Designated Representative

Name: Casey Sledge, P.E.
Address: Sledge Engineering
481 Tucek Road
Taylor, Texas 76574
Phone: (512) 356-1888
E-mail: casey@sledge.biz

FNI's Project Manager

Name: Linda Huff
Address: 1920 Corporate Drive, Suite 207B
San Marcos, Texas 78666
Phone: (512) 213-3200
Fax: (512) 213-3201
E-mail: Linda.Huff@freese.com

FNI's Accounting Representative

Name: Billy Metzger
Address: 10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone: (512) 617-3177
Fax: (512) 617-3101
E-mail: Billy.Metzger@freese.com

COMPENSATION

FNI proposes to furnish our services as described herein for a lump sum fee of Nine Thousand, Five Hundred Dollars (\$9,500.00). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the Client's Designated Representative for the Client's approval before proceeding.

Payment of the services shall be due and payable upon submission of a statement for services. Statements

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Taylor. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability General Aggregate \$2,000 Automobile Liability (Any Auto) CSL \$1,000	Workers' Compensation Each Accident \$500 Professional Liability \$3,000 Annual Aggregate
---	---
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

for services shall not be submitted more frequently than monthly. All invoices shall be submitted to the Client's Designated Representative for approval and processing.

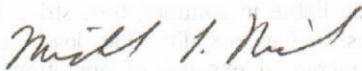
TERMS AND CONDITIONS OF AGREEMENT

We propose to furnish our services as described herein in accordance with Attachment TC, "Terms and Conditions of Agreement".

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you are in agreement with the services described above and wish for us to proceed with this assignment, please sign below and return one copy of the agreement for our files.

Yours very truly,

FREESE AND NICHOLS, INC.



Michael L. Nichols, P.E.

Print or Type Name

Title: Senior Vice President

Approved:

CITY OF TAYLOR

By: 

ISAAC D. TURNER

Print or Type Name

Title:

CITY MANAGER

Date:

6/15/15



PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

OWNER/CLIENT: CITY OF TAYLOR, TX
400 Porter Street
Taylor, TX 76574
Attn: Isaac Turner, City Manager
Phone (512) 352-3677
isaac.turner@taylortx.gov

SLEDGE ENGINEERING, LLC 481 Tucek Road
Taylor, TX 76574
Attn: Casey Sledge, P.E. President
Phone (512) 365-1888
Fax (512) 365-1962
casey@sledge.biz
Tax ID # 20-1010411; TBPE Firm #F-7769

This AGREEMENT is entered into by the **City of Taylor**, hereinafter called "OWNER" or "CITY" and **Sledge Engineering, LLC**, hereinafter called "SE". In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF SE:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ SE; SE agrees to perform professional services in connection with the Project; OWNER agrees to pay to SE compensation. The Project is described as follows:

A. City of Taylor Transportation User Fees

- II. **SCOPE OF SERVICES / COMPENSATION:** SE shall render professional services in connection with Project as follows. OWNER agrees to pay SE for all professional services rendered under this AGREEMENT in accordance with the following:



A. Program Creation – Prior to Ordinance Passing

Tasks Include:

1. Data Research and Compilation

- Compile existing data from the City of Taylor and Halff Associates for use by Freese and Nichols (FNI) GIS modeling.
- Assist FNI in preparation of GIS data formation for use in fee structure development.
- Conduct update meeting with FNI and City prior to June 25, 2015 Council meeting to inform City Manager of status of data collection.
- Attend and present with FNI at June 25, 2015 Council meeting

2. Fee Schedule Option Evaluation

- Conduct project coordination meeting with FNI and City. This meeting will provide guidance to FNI and SE regarding expectations of the fee program. Topics to be addressed include:
 - Approach to assessing fees to individual properties
 - Fee structure
 - Methodology
 - Exemptions for certain property owners and appeals process
 - Maximum individual dollar impact City will consider
 - Targeted percentage of streets to address with fee program
 - Pavement maintenance program
- Determine costs associated with pavement improvements based on current Pavement Management Report dated January 2012
- Prioritize street improvements based on cost, location, future utility improvements, etc.

3. Fee Program Creation

- Review FNI created Transportation User Fee Rate Models (maximum of three (3)) that will include the following items:
 - Implementation schedule
 - Rates
 - Residential fee options
 - Exemptions
 - Costs supported by transportation fee revenues
- Conduct update meeting with FNI and City prior to City Council meeting to inform City Manager of recommended fee rate option.
- Provide information to City of Taylor PIO for distribution to public via city website announcement and video, newspaper, and/or mailers.



- Coordinate Town Hall Meeting with city of Taylor Street Committee.
- Provide Ted Hejl (City of Taylor Attorney) with all information regarding recommended Transportation User Fee model for feedback on legal review of model.
- Conduct update meeting with FNI and City prior to July 23, 2015 Council meeting to inform City Manager of status of data evaluation and recommended fee rate model.
- Attend and present with FNI at City Council meeting to recommend Transportation User Fee model to City Council.

4. Ordinance Creation

- Following authorization from City to move forward with recommended Transportation User Fee model, conduct meeting with FNI and City Manager to discuss:
 - Schedule
 - Implementation procedures
 - Public outreach
 - Ordinance creation and approval
- Coordinate Town Hall Meeting hosted by Street Committee to inform public of proposed ordinance.
- Develop a draft Transportation User Fee Ordinance, fee schedule, and appeals process for Mr. Hejl review.
- Coordinate with PIO to inform public of proposed City ordinance.
- Present with FNI the Transportation User Fee Ordinance to City Council for consideration.
- Coordinate second Town Hall Meeting hosted by Street Committee to inform public of proposed ordinance.
- Present with FNI the Transportation User Fee Ordinance to City Council for adoption.

B. Program Implementation – After Ordinance Passing

Staff Training

- Conduct meeting with FNI and city staff to discuss/handle the following items:
 - Brief staff on final City of Taylor Transportation User Fee ordinance
 - Discuss billing mechanism
 - Discuss public outreach methods and timing
- Review the FNI prepared operation and maintenance manual.



Implementation of Billing

- Coordinate with FNI and City the integration of GIS data into the City of Taylor utility billing system.
- Coordinate FNI led on-site training for City staff on data maintenance procedures.
- Coordinate with FNI and City staff two (2) trial billing runs. FNI will conduct trial data exports to GIS for maintenance updates following each trial run.
- Coordinate with the City to develop an approach for maintenance of the dataset.
- Provide on-call assistance to City for billing and appeals during trial runs and first actual billing run.

C. Project Management – 50% during Program Creation, 50% during Program Implementation

Project Management

- Establish and maintain project schedule
- Report to OWNER monthly or as needed
- Evaluate and prioritize all street projects and their interrelationships and dependencies as relate to recommended project order with user fee monies
- Oversee all project consultants
- Administer and facilitate public meetings as needed for affected property owners and consensus building.
- Support City communication and dialogue with local community

Contract Administration, negotiations and invoices

- Negotiate and recommend contracts on behalf of OWNER for all consultants
- Perform Owner's Designated Representative services
- Review invoices

SERVICES NOT INCLUDED

1. Engineering Design
2. Environmental Assessments
3. Easement document preparation
4. Fees of any kind
5. Other services not specifically referenced within this agreement.



LUMP SUM COMPENSATION:

1. Fee Program Creation and Program Management_____ \$18,500

Payment for the services of SE shall be due and payable upon receipt. Progress payments will be based upon phase of project completion. Progress shall be based on:

Phase A1 (before October 1) = \$3,700

1. Data Research and Compilation
Program Management (Phase C)

Phase A2-A4 (before October 1) = \$11,100

2. Fee Schedule Option Evaluation
3. Fee Program Creation
4. Ordinance Creation
Project Management (Phase C)

Phase B (after October 1) = \$3,700

Staff Training
Implementation of Billing
Project Management (Phase C)

Total = \$18,500

Hourly Rates

For all services requested not applicable to other portions of this Agreement, the hourly rates for services shown below are applicable:

<u>POSITION</u>	<u>HOURLY RATE</u>
PROJECT MANAGER (P.E.)	\$140
ENGINEER (P.E.)	\$110
CONSTRUCTION SERVICES MANAGER	\$85
ADMINISTRATIVE ASSISTANT	\$55



TERMS AND CONDITIONS OF AGREEMENT:

The following Terms and Conditions of Agreement shall govern the relationship between the OWNER and SE.

- A. INFORMATION FURNISHED BY OWNER:** Owner will assist SE by placing at SE's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. SE shall have no liability for defects or negligence in the Services attributable to SE's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner. SE shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to SE that SE may reasonably discover in its review and inspection thereof.
- B. OPINION OF PROBABLE COSTS:** Any submitted or reviewed opinions of probable project development cost will be based on present day cost, but SE does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared or reviewed by SE hereunder will be made on the basis of SE's experience and qualifications and represent SE's judgment as an experienced and qualified professional. It is recognized, however, that SE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices.
- C. CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, SE will furnish Construction Representation according to the defined scope for these services. SE will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, SE will endeavor to protect Owner against defects and deficiencies in the work of Contractors; SE will report any observed deficiencies to Owner; however, it is understood that SE does not guarantee the Contractor's performance, nor is SE responsible for the supervision of the Contractor's operation and employees. SE shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. SE shall not be responsible for the acts or omissions of any person (except their own employees or agents) at the Project site or otherwise performing any of the work of the Project.
- D. MEDIATION:** Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- E. TERMINATION:** This Agreement may be terminated with or without cause by either party upon seven days prior written notice to the non-terminating party. If this agreement is terminated during the course of performance of the work, SE shall be paid the reasonable value of the services performed during the period prior to the effective dates of termination of the agreement. If, prior to termination of this agreement, any work designed or specified by SE during any phase of the work is suspended in whole or in part for more than three months or abandoned after written notice from the Owner, SE shall be paid for such services performed to receipt of such notice.



Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and SE, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and SE and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and SE and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, they have executed this AGREEMENT:

CITY OF TAYLOR (OWNER)

SLEDGE ENGINEERING, LLC (SE)

By: _____

By: _____

Printed Name: Isaac Turner

Printed Name: Casey B. Sledge, P.E.

Title: City Manager

Title: President

Date: _____

Date: 6/23/15



***City Council Meeting
July 9, 2015
Agenda Item Transmittal***

Agenda Item #: 7

Agenda Title: Consider receiving report on code enforcement of painting homes initiative.

Council Action to be taken: Accept report

Initiating Department: Development Services

Staff Contact: Bob van Til

1. INTRODUCTION/PURPOSE

The purpose of this item is to evaluate the enforcement of painting homes.

2. DESCRIPTION/ JUSTIFICATION

During the April 9, 2015 Council meeting, staff discussed the policies relating to the enforcement of house painting. At that time, Council asked staff to provide Council with a report in a few months on the effectiveness of the efforts.

Since February, staff processed 12 homes that needed painting.

Three are completed
Two have resisted and may get tickets
Seven are slowly working on painting their homes.
One-half are rentals
One-half are owner occupied

This is typical of the usual ratios related to code enforcement: most will comply and a small handful will need assistance from the courts.

Dynamics involved in these kinds of cases:

- Requiring painting is new to people – we have never required owners to just painting their homes. In the past, it's usually been in conjunction with other repairs.
- Owners don't place that much emphasis on painting/aesthetics of the property versus the functionality. In other words, if it's broken or falling over it is 'accepted' that the City will speak with you about it.

- Painting homes is relatively expensive, but not as expensive as repairing a home, which we require owners to do as well.
- This year we had a lot of rain, which delayed many jobs throughout the season.
- The City has not yet had to prosecute any cases. Although, our Judge and Prosecutor have expressed support for these kinds of cases, we have not had the opportunity to actually experience these cases in court. The policy has not been tested, in other words.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the City continue to enforce the requirement to keep homes (and buildings) painted in accordance with the '50/50' threshold.

6. REFERENCE FILES

7a. [Original TL from April and Section 304](#) from the International Property Maintenance Code (IPMC)



***City Council Meeting
April 9, 2015
Agenda Item Transmittal***

Agenda Item #: 7
Agenda Title: Discuss policies relating to the enforcement of painting structures
Council Action to be taken:
Initiating Department: Development Services
Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to discuss the policies and procedures that the City has regarding the enforcement painting structures.

2. DESCRIPTION/ JUSTIFICATION

In the last six month to a year or so, several residents have complained about structures, homes in particular, not being painted, or not being fully painted. Up until then, the Code Enforcement Staff did not enforce the requirement to paint structures.

The City adopted the 2003 International Property Maintenance Code in 2008. The Code addresses 'protective treatments' which includes various kinds of siding and exterior paint. The applicable section of the code is paraphrased here: "All exterior surfaces, including but not limited to door, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting and other protective covering or treatment. Peeling, flaking, and chipped paint shall be eliminated and surfaces repainted." Chapter 3, section 304.2, Exterior Structure.

To assist with the processing of these cases, staff developed a general guideline that if 50% or more of the home needs to be repainted (or covered with protective covering), it will be processed. Determining the 50% threshold may involve either a visual estimation (in obvious cases) or a series of measurements in cases that may not obvious. As with all cases, pictures are taken to document the existing conditions of the property. The reason for the '50% Rule' is to establish a reasonable standard and to possibly avoid the expectation to process every property that may have small areas of paint (or protective

covering) missing, peeling or flaking. As a beginning point, this may be an acceptable place to start. In the future, we may redefine the guideline as expectations change.

Since February, staff has processed eight buildings that need painting.

Operationally, staff responds to complaints and processes cases discovered during patrol. Buildings needing to be repainted or needing protective covering, also fall into this category. These are regarded as nuisance complaints, much like tall grass, trash, and others. Responsible parties are subject to being ticketed in the event reasonable compliance is not met.

As we go through the spring, summer, and fall, our busiest time of the year for code enforcement, we will see what effect adding these cases will have on our staffing levels and operations.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Code Enforcement Division submit a status report to the Council by December 31, 2015.

6. REFERENCE FILES

7a. Scan of section 304.2 of the IPMC

GENERAL REQUIREMENTS

shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be

maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from [DATE] to [DATE], every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.



City Council Meeting
July 9, 2015
Agenda Item Transmittal

Agenda Item #: 8
Agenda Title: Receive presentation regarding Rail Road Crossing Quiet Zones.

Council Action to be taken: Accept the report

Initiating Department: Development Services

Staff Contact: Bob van Til

1. INTRODUCTION/PURPOSE

The purpose of this item is to receive a Rail Road Quiet Zone presentation at the request of council.

2. DESCRIPTION/ JUSTIFICATION

A Quiet Zone is a section of rail road track where the train does not sound its horn, especially at rail road crossings. Communities enhance the crossings to account for the train not sounding the horn. For instance, extra lighting, extra barricades, extra signage, advance warning signs, etc. The benefit of the 'silent' train is not being disturbed by loud train horns throughout the day and night. Train horn noise may be linked to restricting development or redevelopment.

The City has evaluated Quiet Zones for a number of years. However, the cost has routinely proven to be prohibitive.

In the recently completed Downtown Master Plan Update, the Plan recommends that the City reconsider Quiet Zones, at least in the Downtown area, more specifically in the Main Street area (please see pg. 67 of the Plan).

3. FINANCIAL/BUDGET

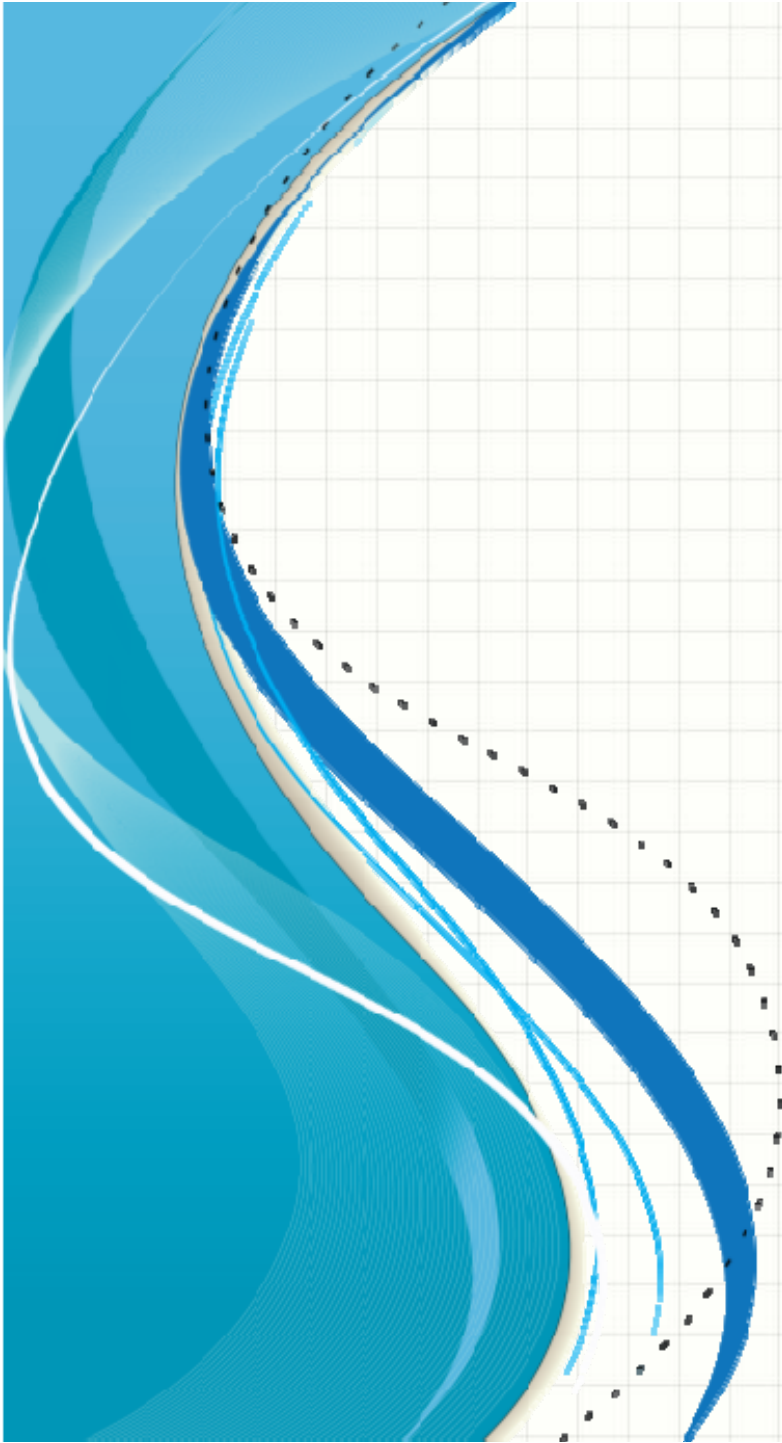
4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff's recommendation is to not implement Quiet Zones at this time.

6. REFERENCE FILES

8a. [Quiet Zone Presentation](#)



QUIET ZONES

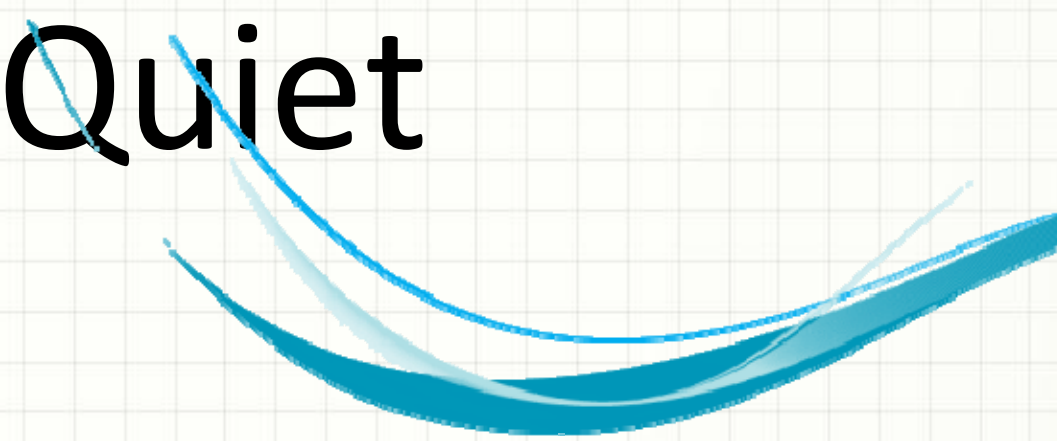
July 9, 2015



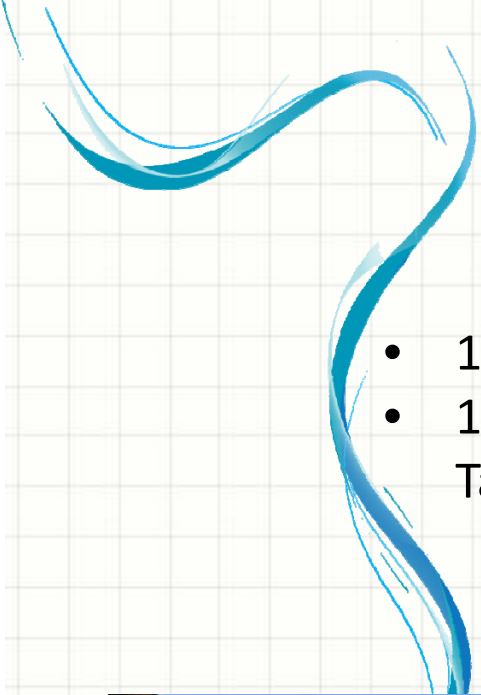
Purpose

- What is a Quiet Zone?
- Cost and Who Pays?
- Maintenance
- Liability
- Grants
- Next Steps

What is a Quiet Zone?



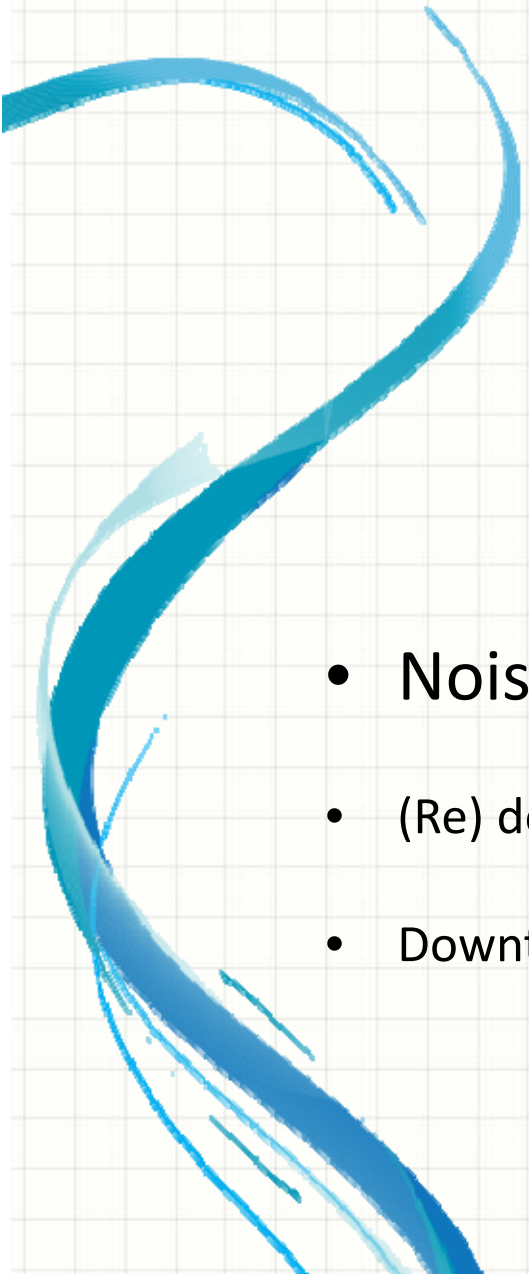
- 49 CFR Part 222 and 229 “Use of Locomotive Horns at Highway-Rail Grade Crossings?”
- “..a segment of rail line, within which is situated one (or more) .. consecutive public highway-rail crossings at which locomotive horns are not routinely sounded.”
- No horns
- One-half mile in length of rail road
- At all times of the day Safety warning systems (lights, arms, signs, etc.
- Alternate
 - Semi Quiet Zones
 - Wayside Horns

- 
- 107 QZ's in Texas
 - 14 Crossings in Taylor



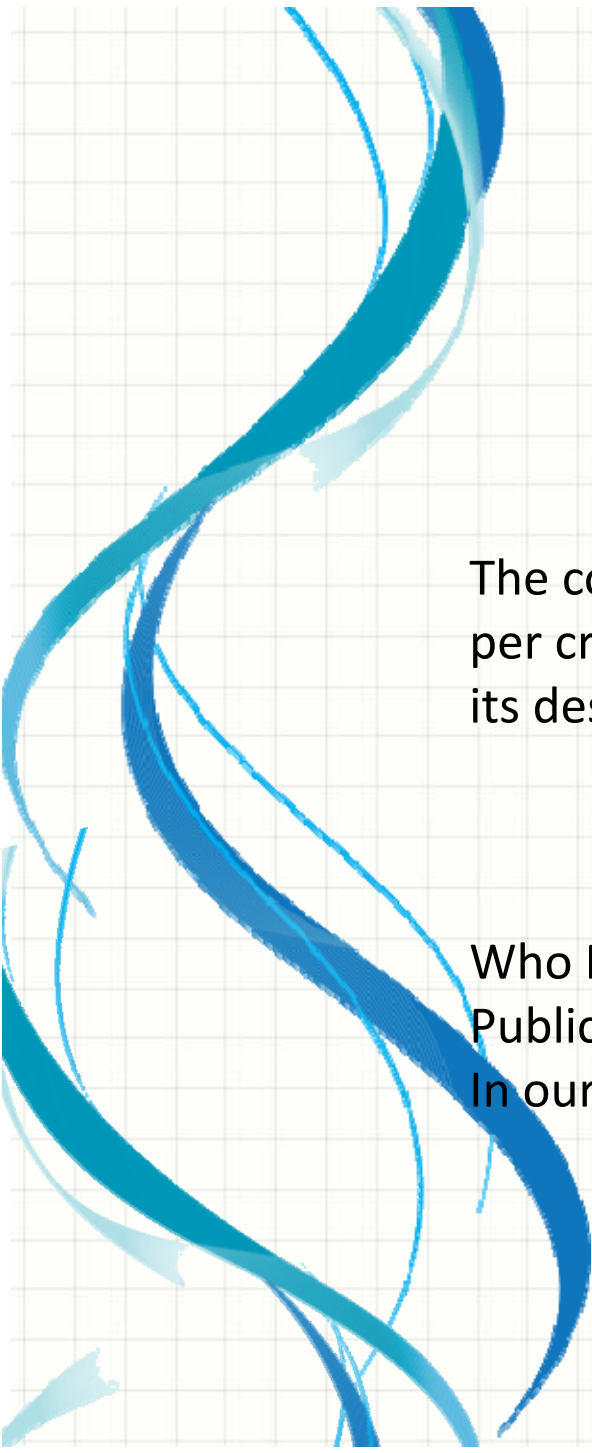
Quiet Zones Near By:

- Austin,
- Kyle,
- Cedar Park
- San Marcus

A decorative blue wavy line on the left side of the slide, starting from the top left and curving downwards towards the bottom left.

Why Install Quiet Zones?

- Noise Reduction
- (Re) development enhancements
- Downtown Master Plan



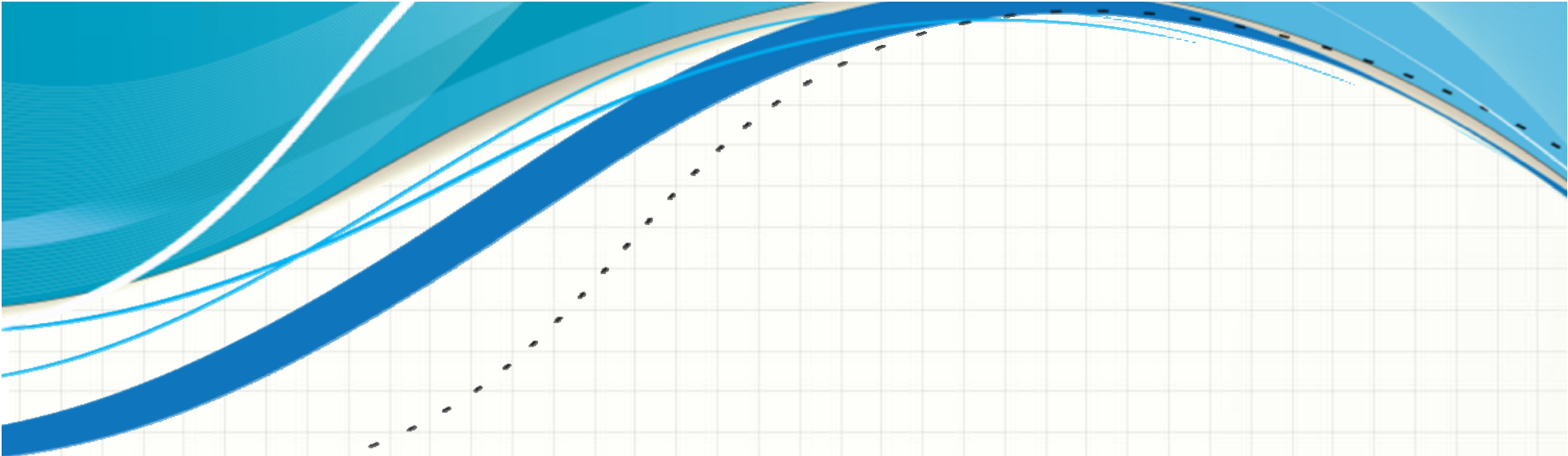
Costs

The cost varies from approximately \$30,000 to \$1,000,000 per crossing; depending on the number of crossings and its design (safety improvements).

Who Pays?

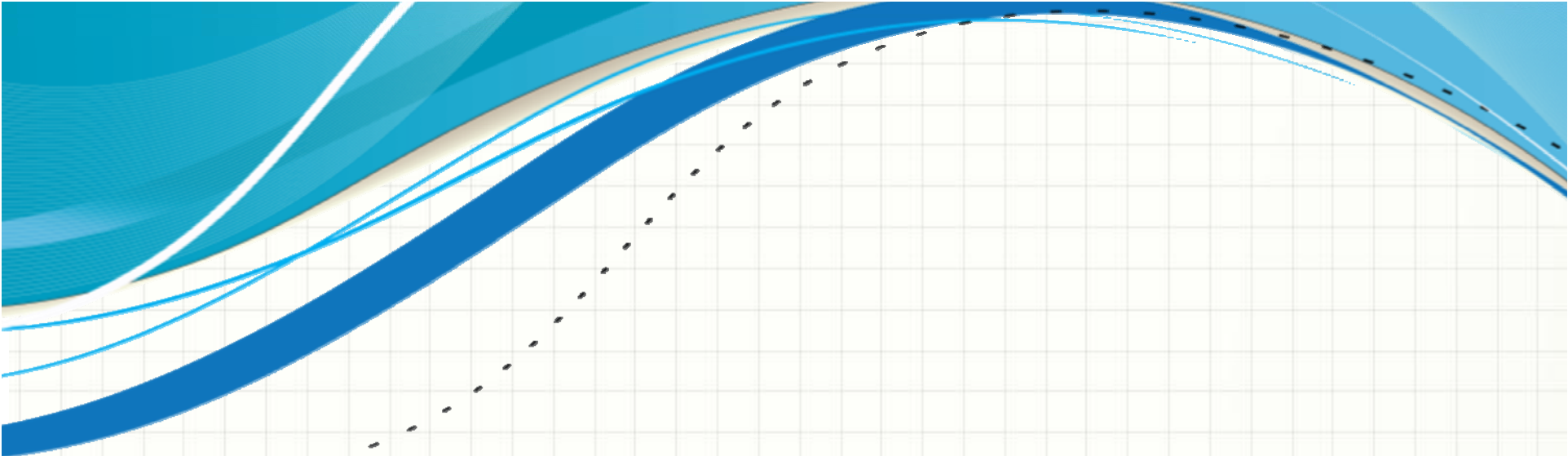
Public authorities.

In our case, the City will pay for the improvements.



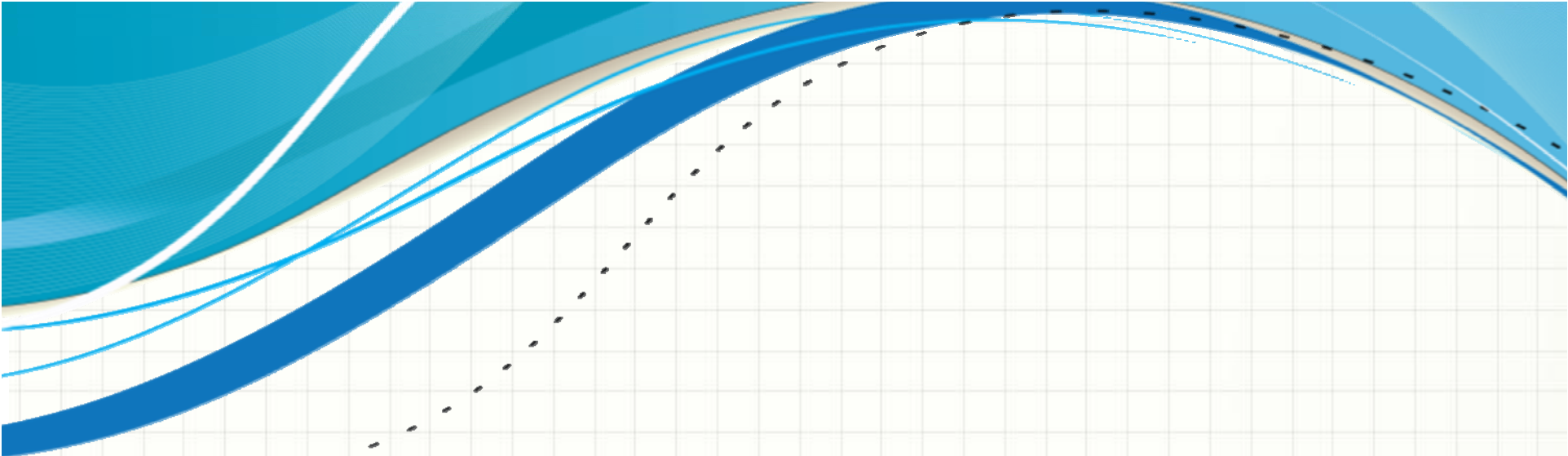
MAINTENANCE

The City will be required to pay for maintenance, as determined by the railroad.



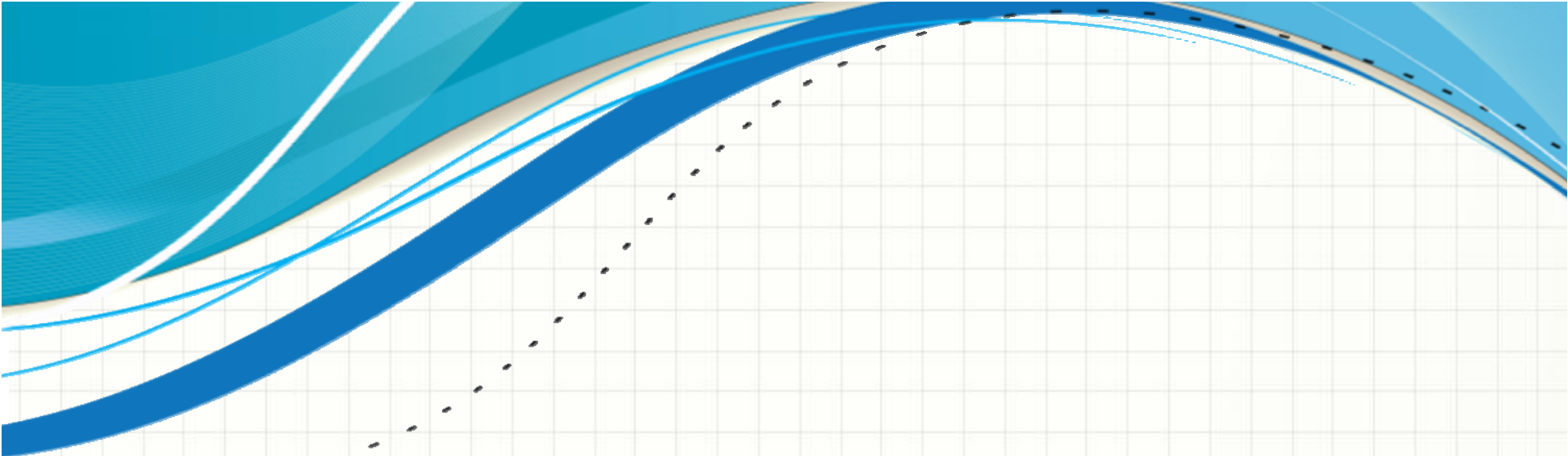
LIABILITY

The City would be party to the liability.



GRANTS

We have found no grants available to help off-set the cost of Quiet Zones.



RECOMMENDED NEXT STEPS

- Not to proceed with the implementation of Quiet Zones at this time
- If the Council would like to pursue Quiet Zones
 - Retain consultant to:
 - Help with cost estimates
 - C.I.P.
 - Maneuver the Federal application process
 - Oversee installation.



Quiet Zones

- Thank you
- Questions?



***City Council Meeting
July 9, 2015
Agenda Item Transmittal***

Agenda Item #: 9

Agenda Title: Consider further action regarding the West End School

Council Action to be taken: Provide direction to staff.

Initiating Department: Development Services

Staff Contact: Bob van Til

1. INTRODUCTION/PURPOSE

The purpose of this item is to continue discussions of the West End Property.

2. DESCRIPTION/ JUSTIFICATION

During the June 11, 2015 Council meeting, Council directed staff to verify the valuation of the property and to provide a criminal activity report.

Earlier, a Broker's Opinion was prepared that estimated the value of the property to be approximately \$35,000. This Opinion was challenged. Subsequently, we contacted Kokel-Oberrender-Wood Appraisers out of Georgetown, Texas. This firm has performed a number of formal appraisals for the City in the past.

For a City our size to sell non-park land, a formal appraisal is not required. Please reference sections 253 and 372 of the Local Government Code. The Broker's Opinion, as you know, is a tool to set a minimum bid if selling is considered or a benchmark value for consideration of other options.

The fee for the formal appraisal is \$3,000.

Second, criminal activity report is attached. It includes a number of calls to the location, some of which included trespassing and vandalism.

3. FINANCIAL/BUDGET

The cost of the appraisal will come from 100-522-539, contract services in Development Services Department.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the City Council authorize the staff to retain an appraisal company to perform a formal appraisal of the property.

6. REFERENCE FILES

- 9a. [Police Dept Activity Report](#)
- 9b. Place holder - Proposal from Kokel.

West End School - Calls For Service
2012-2015

2012

call num	date rcd	nature of complaint	dispo of call	street
20120305046	03/05/2012	Open Door	NO REPORT	Old West End School 4th & Ferguson
20120425056	04/25/2012	Animal Complaint	NO REPORT	4th & Vernon
20120510029	05/10/2012	Animal Complaint-Dog at Large	NO REPORT	W 4th & Ferguson
20121029081	10/29/2012	Followup/Supplement	NO REPORT	4th & Vernon

2013

call num	date rcd	nature of complaint	dispo of call	street
20130202093	02/02/2013	Water Call - Leak	WATER DEPT ADVISED	4th & Vernon
20130408023	04/08/2013	Animal Complaint	COMPLETED	old West End school 4th & Vernon
20130415019	04/15/2013	Suspicious Circumstances	COMPLETED	Old West End School W 4th & Vernon
20130415047	04/15/2013	Animal Complaint	NO REPORT	Old West End School W 4th & Vernon
20130426024	04/26/2013	Animal Complaint-Dog at Large	COMPLETED	W 4th & Vernon
20130428063	04/28/2013	Noise Complaint	NO REPORT	4th & Vernon
20130501029	05/01/2013	Animal Complaint-Dog at Large	NO REPORT	4th & Vernon
20130610070	06/10/2013	Loud Music	NO REPORT	4th & Vernon
20130613041	06/13/2013	Welfare Concern	NO REPORT	4th & Vernon
20130617078	06/17/2013	Animal Complaint - Dog at Large	NO REPORT	4th & Vernon
20130814009	08/14/2013	Close Patrol	NO REPORT	W 4th & Vernon
20130816059	08/16/2013	Close Patrol	NO REPORT	4th & Vernon
20130818009	08/18/2013	Close Patrol	NO REPORT	W 4th & Vernon
20130822002	08/22/2013	Close Patrol	COMPLETED	4th & Vernon
20130828005	08/28/2013	Close Patrol	NO REPORT	4th & Vernon
20131222052	12/22/2013	Noise Complaint	SUBJECT(S) ADVISED AND COMPLIED	4th & Vernon

2014

call num	date rcd	nature of complaint	dispo of call	street
20140221021	02/21/2014	Suspicious Person	NO REPORT	4th & Vernon
20140228035	02/28/2014	Animal Complaint - Dog at Large	NO REPORT	4th & Ferguson
20140331096	03/31/2014	Suspicious Person	COMPLETED	4th & Ferguson
20140403075	04/03/2014	Suspicious Person	NO REPORT	4th & Ferguson
20140413006	04/13/2014	Suspicious Person	NO REPORT	4th & Vernon
20140413050	04/13/2014	Burglary of Building	NO REPORT	West End School 4th & Ferguson

West End School - Calls For Service
2012-2015

2014				
call num	date rcd	nature of complaint	dispo of call	street
20140429092	04/29/2014	Loud Music	GONE ON ARRIVAL	4th & Vernon
20140504039	05/04/2014	Burglary of Building	REPORT TAKEN	Old West End School 4th & Ferguson
20140515028	05/15/2014	Criminal Trespass	NO REPORT	Old West End School W 4th & Vernon
20140515084	05/15/2014	Building Check	NO REPORT	West End School W 4th & Vernon
20140528074	05/28/2014	Open Door	NO REPORT	Old West End School W 4th & Vernon
20140528074	05/28/2014	Open Door	NO REPORT	Old West End School W 4th & Vernon
20140528076	05/28/2014	Follow up/Supplement	NO REPORT	Old West End School W 4th & Vernon
20140529008	05/29/2014	Building Check	COMPLETED	Old West End School W 4th & Vernon
20140530004	05/30/2014	Close Patrol	NO REPORT	West End School 1301 W 4TH
20140606013	06/06/2014	Close Patrol	NO REPORT	W 4th & Ferguson
20140618012	06/18/2014	Close Patrol	COMPLETED	Taylor Headstart 303 Ferguson & West End School
20140721048	07/21/2014	EMS Call	NO REPORT	old west end school 4th & Ferguson
20140811055	08/11/2014	Welfare Concern	NO REPORT	4th & Vernon
20141013004	10/13/2014	Juvenile Complaint	NO REPORT	Ferguson & 4th
20141014015	10/14/2014	Information	NO REPORT	4th & Ferguson
2015				
call num	date rcd	nature of complaint	dispo of call	street
20150206067	02/06/2015	Water Call - Leak	WATER DEPT ADVISED	Old West End School W 4th & Vernon
20150415106	04/15/2015	Fire Call	TRANSFERRED TO WCEC	4th & Vernon
20150416085	04/16/2015	Miscellaneous	STREET DEPT ADVISED	Old West End School W 4th & Vernon
20150506099	05/06/2015	Water Call - Leak	STREET DEPT ADVISED	Ferguson & 4th
20150602037	06/02/2015	Suspicious Person	NO REPORT	4th & Vernon



City Council Meeting July 9, 2015 Agenda Item Transmittal

Agenda Item #: 10

Agenda Title: Receive update on street projects.

Council Action to be taken: None

Initiating Department: Public Works/City Administration

Staff Contact: Danny Thomas, Director of Public
Casey Sledge, Consulting City Engineer

1. INTRODUCTION/PURPOSE

The purpose is to provide a City of Taylor Streets Project Update. Project information includes status, weather challenges, traffic issues, parking, and overall conditions of the construction sites.

2. DESCRIPTION/ JUSTIFICATION

The City of Taylor Public Works/Engineering Department currently has multiple street projects throughout various locations such as the Jones/Burkett Utility Replacement and Street Rehab Project, the Fair Street Project improvements by Ramming Paving, and the Edmond Street Rehabilitation Project from 3rd Street to 6th Street.

3. FINANCIAL/BUDGET

Jones/Burkett- Cost \$1.34 million Involving CDBG 2012 \$200-K 2013 300-K and The City of Taylor match of 534-K.

Fair Street Rehab Project-Original Contract Cost \$2,317,951 CO's

Edmond Street Rehab - Due to Memorial Day 2015 Flood Cost \$23,422.50

4. TIMELINE CONSIDERATIONS

Ongoing

5. RECOMMENDATION

N/A

6. REFERENCE FILES

10a. [Street Rehab presentation](#)

Fair Streets \$2,317,951.00

- 
- ✓ Recent rainfall continues to cause flooding at the contractor's HMAC plants
 - ✓ Work was hindered, repeatedly, due to flooding at plant
 - ✓ Poor weather has made work difficult to schedule
 - ✓ Contractor to provide update project upon completion of the Project



Jones & Burkett \$1,340,00 Involving CDBG 2012 \$200K - 2013 \$300K and The City of Taylor match of \$534K.

- ✓ Substantial completion walk thru completed on June 23, 2015
- ✓ Punch list provided to contractor on June 25, 2015
- ✓ Final project items on punch list to be completed in July 2015

Edmond Street - May 2015 Flooding Project

- ✓ City staff prepped the road for pavement
- ✓ Contractor completed paving of the three blocks damaged in flooding
- ✓ Completion May 23rd 2015

Additional Projects

TPWD Hike and Bike Trail

- ❖ PD review occurred on June 4, 2015
- ❖ FD plans submitted on June 24, 2015

CDBG 2014

- ❖ Sledge provided map and cost breakdown for Williamson County
- ❖ Grant application submitted to Williamson County

Taylor Municipal Airport - Pavement Rehab and Hangar Project

- Final plans received
- Permitting submittal to occur July
- Due to funding issues at TxDOT Aviation, project will not bid until late Fall 2015 to early Spring 2016

Taylor Municipal Airport - PAPI (Precision Path Approach Indicator) (Runway Lights) Installation

- ☐ Construction has been delayed multiple times due to rain
- ☐ Construction time began on June 29, 2015
- ☐ Completion expected in 30 days in July 28, 2015

MDUS Drainage Proposal

- List being revised to include houses impacted by recent rainfall

Transportation User Fee

- o Sledge Engineering and Freese & Nichols continuing data compilation and analysis
- o SE providing FNI with methodology and fee rate options
- o FNI running data models in GIS (as provided by SE)



Jones /Burkett Before Paving



Jones/Burkett During Paving



Jones/Burkett After Paving





Paving Crew's Overlay



Level Up Preformed By City of Taylor Street Crew Personnel



Paving Crew On Edmonds Street



Paving Laydown Machine on Edmonds Street





***City Council Meeting
July 9, 2015
Agenda Item Transmittal***

Agenda Item #: 11

Agenda Title: Receive update on flood recovery efforts and planned recognition event for volunteers.

Council Action to be taken: Discussion.

Initiating Department: City Management

Staff Contact: Isaac Turner, City Manager

1. INTRODUCTION/PURPOSE

Staff is in the process of planning a recognition event for those volunteers who worked to assist those affected by the Memorial Day flood.

2. DESCRIPTION/ JUSTIFICATION

A reception is planned for Thursday, August 13th at 5 pm in the City Hall auditorium immediately before the council meeting that same night. Certificates will be presented and light refreshments served. Please continue to provide Susan Brock or Holli Nelson names of those groups or individuals who you would like to be included in this effort. A list is attached for your review.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

11a. [List of volunteers known to date.](#)



***City Council Meeting
July 9, 2015
Agenda Item Transmittal***

Agenda Item #: 12

Agenda Title: Consider proposed future agenda topics and discuss meeting dates.

Council Action to be taken: Discuss items and possible change in meeting dates.

Initiating Department: City Council

Staff Contact: Mayor

1. INTRODUCTION/PURPOSE

Under this item, staff will be receiving input regarding future agenda items from you. This agenda item will be added as a routine matter on each of your upcoming agendas and will not be an action item unless specific items are listed for consideration. Staff will also be bringing potential agenda items before you at this time.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

12a. [Continuous list of items](#)

Topics still to be addressed:

Gonzales:

- a city facilities assessment – Proposal requested from TASB
- cemetery streets addressed: added to the CIP
- bulk or reduced water rates for home owner associations: looking at tiered system to be brought to Council in May.
- Traffic issues, particularly speeding : June agenda

Ancira:

- requested a joint meeting or workshop with the TEDC Board after the new city manager is in place- Pending.
- Discuss CARTS and AMTRAK project update – Pending – Work in progress.
- Corridor signage – In committee pending branding efforts. Branding company selected and branding about to be underway.
- Water conservation efforts increased and publicized: developing a website page
- Discuss Municipal water project funding options
- Funding options for sidewalk maintenance and repair:
- More detail in Sales Tax reports if possible
- Update on fair streets

Green:

- Consider a “vacant building fee” and guidelines for downtown Main Street properties; June 26 ; to be brought back at a later meeting for further discussion
- Update on corridor signage: waiting for Main Street Board info
- Update on 7th Street Hospital property (in litigation)

Rydell:

- Consideration of developing an in house street program to repair, fix and rebuild when possible: Discussion during budget workshops.
- Developing historic preservation ordinances – In Progress – Main St Bd; Janetta McCoy
- More diversity for board volunteers; Summit of leaders (in planning stages)
- Decibel level for trains at Main and 2nd Street: Quiet zone issue on July agenda
- Sidewalks maintenance and repair

Hill:

- Street projects update (July 9 agenda)



***City Council Meeting
July 9, 2015
Agenda Item Transmittal***

Agenda Item #: 13
Agenda Title: Executive Session.
Council Action to be taken: Consult with City Attorney
Initiating Department: City Administration
Staff Contact: Isaac Turner, 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

13a. [Executive Session form](#)

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

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on July 9, 2015 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

- | | | |
|-------------------------------------|---------|--|
| ☒ | 551.071 | To consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act. |
| ☐ | 551.072 | To conduct deliberations regarding the purchase, exchange, lease, or value of real property. |
| ☐ | 551.074 | Regarding personnel matters |
| ☒ | 551.087 | Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor. |

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. BACK TO OPEN SESSION

The time is now _____ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

As Mayor of the City of Taylor, I 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 July, 2015.

Mayor



***City Council Meeting
July 9, 2015
Agenda Item Transmittal***

Agenda Item #: 14
Agenda Title: Executive Session. (Economic Development)
Council Action to be taken: Adjourn into Closed session.
Initiating Department: City Administration
Staff Contact: Mayor

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

13a. [Executive Session form](#)