# AGENDA

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

OCTOBER 12, 2023, 6:00 P.M.

**CALL TO ORDER AND DECLARE A QUORUM**

**A MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS/RECOGNITIONS**

A. Chiropractic Health Month proclamation (Dr. Jennifer Gardner, Dr. Erik Webber)

**CITIZENS COMMUNICATION**

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

**CONSENT AGENDA**

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

1. Approve minutes from the September 28, 2023 regular City Council meeting. (Dianna McLean)
2. Concur with preliminary financials for August 2023. (Jeff Wood)
3. Consider ordinance 2023-43 revisions to Article IV. - Building Regulations and permitting involving pipelines and the city's rights-of-way, roadway and utility infrastructure. (Tom Yantis, Mark Schroeder)
4. PZ-2023-1792 – Consider Ordinance 2023-44 regarding a request to amend the Transportation Master Plan to realign a Proposed Community Boulevard, generally located near 14501 US 79, between US 79 and County Road 398, consisting of a proposed roadway in and adjacent to a 69-acre tract of land in the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas. (Colin Harrison)
5. PZ-2022-1592 – Consider Ordinance 2023-47 regarding a proposed voluntary annexation of approximately 15.429 acres out of 62.424 acres, on petition by the owner, Taylor 973, LLC, Document No. 2021188725, generally located north of Elm Branch Trail in the Extraterritorial Jurisdiction of the City of Taylor, more particularly described by the Williamson Central Appraisal District part of parcel R019651, part of and out of the George M. Reese Survey, Abstract No. 533, City of Taylor Extraterritorial Jurisdiction, Williamson County, Texas. (Colin Harrison)
6. PZ-2022-1594 – Consider Ordinance 2023-45 regarding a request to amend the zoning of approximately 25.5 acres of land, generally located north of Elm Branch Trail, from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One. (Colin Harrison)
7. PZ-2023-1756 – Consider Ordinance 2023-46 regarding a request to amend the North BB Creek Planned Development (Ordinance 2022-20), consisting of approximately 7.60 acres of land located along the south right-of-way of N.W. Carlos G. Parker Boulevard, approximately 1,400 feet west of the intersection of N.W. Carlos G. Parker Boulevard and North Drive, from Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD)

to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD). (Colin Harrison)

8. Consider Ordinance 2023-48 revising the special event policy. (Brian LaBorde/Mark Schroeder)
9. Consider awarding contract for Pavement Condition Assessment with Applied Research Associates (ARA) Inc. (Jacob Walker)
10. Consider Change Order with CSA Construction for Solids Handling Associated with the Supplemental Carbon Feed System at the WWTP. (Jacob Walker)
11. Consider Resolution R23-34 accepting Petitions for Release from the Taylor Extraterritorial Jurisdiction. (Brian LaBorde)

**PUBLIC HEARINGS / ORDINANCES**

12. Introduce Ordinance 2023-49, Repealing Juvenile curfew. (Chief Fluck/Mark Schroeder)
13. Introduce Ordinance 2023-50, Assignment Pay. (LaShon Gros)
14. Introduce Ordinance 2023-51, Police Department Hiring Incentive. (LaShon Gros)
15. Introduce Ordinance 2023-52, Strength of Force. (LaShon Gros)

**REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION**

16. Presentation and discussion on WILCO EDP (Economic Development Partnership) delegation trip to Korea. (Brian LaBorde/Dave Porter, WILCO EDP).
17. Presentation regarding the adoption of the new Land Development Code (zoning, subdivision, signs). (Tom Yantis)
18. Consider City Council meeting dates in November and December. (Dianna McLean)
19. Consideration, discussion, and possible action on Resolution R23-35 accepting the petition to create the Quannah Partners/Taylor Industrial Park Public Improvement District (PID) and calling a public hearing to consider the creation of the Quannah Partners/Taylor Industrial Park PID. (Tom Yantis/Mark Schroeder)

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

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

A. Zimmerhanzel agreement amendment

**ADJOURN**

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on October 9, 2023 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: Dianna McLean Date 10-9-2023

Dianna McLean, City Clerk

# Proclamation

## Chiropractic Health Month 2023

**WHEREAS**, About 20 percent of adults in the United States – one in five – experience chronic pain, which is lasting more than three months; and

**WHEREAS,** New cases of chronic pain occur more frequently among adults than new cases of other common chronic conditions such as diabetes and high blood pressure; and

**WHEREAS,** In the U.S., musculoskeletal conditions – a common cause of chronic pain – result in more than 130 million healthcare visits annually, making them the No. 1 reason people visit their doctors; and

**WHEREAS,** Low back pain, which ranks among the most common forms of chronic pain, has been one of the leading reasons why people are prescribed opioids; and the number of people worldwide living with back pain is projected to increase by 36% to 843 million over the next 30 years; and

**WHEREAS**, According to the Centers of Disease Control and Prevention (CDC), one in four patients who receive prescription opioids long term for non-cancer pain struggle with addiction; and

**WHEREAS,** The American College of Physicians' low-back pain treatment guidelines promote the use of non-invasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, before the use of pain medications and surgery; and

**WHEREAS,** CDC's 2022 Clinical Practice Guideline for Prescribing Opioids promotes "diverse approaches and varied pain management solutions" and specifically encourages use of non-opioid/non-pharmalogical therapies as a first line of treatment against subacute and chronic pain; and

**WHEREAS**, Doctors of chiropractic play a key role in helping patients manage pain and lessen their reliance on prescription pain medications with their evidence-based, patient-centered non-drug approach; and

**WHEREAS,** With the theme "Chiropractic: Relieve, Restore, Resume," National Chiropractic Health Month 2023 reminds citizens of Taylor that non-drug treatments for low back, neck and joint pain, such as spinal manipulation and other chiropractic services, can help relieve pain and restore joint function, helping people to resume their lives and the activities that matter most.

**THEREFORE, BE IT RESOLVED** that the City of Taylor officially joins with the American Chiropractic Association (ACA) and Texas Chiropractic Association (TCA) in proclaiming the month of October 2023 as National Chiropractic Health Month.

Dated this 12th day of October, 2023.

_____

Brandt Rydell, Mayor

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☒ Quality of Life |
| ☐ Economic Vitality |

**Agenda Item #:** 1

**Agenda Title:** **Approve minutes from the September 28, 2023 regular Council meeting.**

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

**Department Submitted:** City Clerk

**Staff Contact:** Dianna McLean

## 1. PURPOSE/DESCRIPTION

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

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • | • |

## 4. RECOMMENDATION

Approve as submitted or amend with changes noted.

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

N/A

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

N/A

## 8. ATTACHMENTS

1a. September 28, 2023 minutes

# City of Taylor
Regularly Scheduled City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
**September 28, 2023 at 6:00 p.m.**

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

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

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Dianna McLean, City Clerk
Mark Schroeder, City Attorney

Absent: Council Member Dwayne Ariola

**A MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS/RECOGNITIONS**

**A. National Night Out proclamation**
Mayor Pro-Tem Anderson read the proclamation and presented it to Chief Fluck.

**B. Fire Prevention Week proclamation**
Councilmember Garcia read the proclamation and presented it to Chief Baum.

**C. World Teacher's Day proclamation**
Councilmember Drummond read the proclamation.

**CITIZENS COMMUNICATION**

Terry Burris – referendum petition

**BOARDS & COMMISSION PRESENTATION**

1. **Library Board update.**
   Sheon Corley, Chairperson – gave a presentation on the Library's recent activities and their goals.

   *Motion was made by Councilmember Garcia to receive the Library Advisory Board update as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.*

**CONSENT AGENDA**

2. **Approve minutes from the September 14, 2023 regular City Council meeting.**
3. **Consider Resolution R23-30 appointing the City Manager as the Chief Executive Officer and authorized representative to act in all matters in connections with the FEMA Hazard Mitigation Grant (HMGP) and committing the city to provide matching funds to secure and complete the FEMA Hazard Mitigation Grant.**
4. **Consider Resolution R23-32 nominating a candidate to the Wilco Central Appraisal District Board of Directors.**
5. **Consider Ordinance 2023-42 establishing Fees for City Services for Fiscal Year 2024.**

6. **Consider Resolution R23-33 authorizing the submission of a grant application to the Texas General Land Office CDBG-MIT Local Hazard Mitigation Plans Program (LHMPP) and authorize the City Manager or their designee as the official to act on behalf of the city on matters regarding this grant.**
7. **Consider approving Declaration of Restrictive Covenant on City of Taylor land, in connection with the US Department of Housing and Urban Development, Community Develop Mitigation funding for the Mustang Creek Regional Detention/Drainage Project.**

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

**PUBLIC HEARING/ORDINANCES**

8. **Consider introducing ordinance 2023-43 amending ordinance 2019-30 and Chapter 14, Article IV of the Taylor City Code which established regulations and procedures and requiring a permit for development of certain pipelines within or involving city rights of way or utility infrastructure.**
Brian LaBorde, City Manager - The State of Texas passed legislation in the last legislative session that preempts the City from regulation of oil and gas pipelines in a city's extraterritorial jurisdiction. This ordinance removes the City's regulatory authority over pipelines in the extraterritorial jurisdiction.

The City Attorney read the caption of the Ordinance.

**ORDINANCE NO. 2023-43**

**AN ORDINANCE AMENDING ORDINANCE 2019-30 AND CHAPTER 14, ARTICLE IV OF THE TAYLOR CITY CODE WHICH ESTABLISHED REGULATIONS AND PROCEDURES AND REQUIRING A PERMIT FOR DEVELOPMENT OF CERTAIN PIPELINES WITHIN OR INVOLVING CITY RIGHTS OF WAY OR UTILITY INFRASTRUCTURE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE.**

First reading. No action was taken.

9. **PZ-2023-1792 – Hold a public hearing and introduce Ordinance 2023-44 regarding a request to amend the Transportation Master Plan to realign a Proposed Community Boulevard, generally located near 14501 US 79, between US 79 and County Road 398, consisting of a proposed roadway in and adjacent to a 69-acre tract of land in the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas.**
Courtney Peres, Development Services Planning Manager - The applicant (Taylor Texas Holdings) has requested to amend the Comprehensive Plan, Transportation Master Plan to realign proposed Community Boulevards in and adjacent to a 69-acre tract of land to open his property to more development. The Planning and Zoning Commission recommended approval to the City Council for the proposed zoning amendment.

Mayor Rydell opened the public hearing at 6:21pm. With no one appearing, the public hearing was closed at 6:21pm.

The City Attorney read the caption of the Ordinance.

**ORDINANCE NO. 2023-44**

**AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING THE COMPREHENSIVE PLAN BY CHANGING THE TRANSPORTATION MASTER PLAN TO RE-ALIGN A PROPOSED COMMUNITY BOULEVARD (CR 401) GENERALLY LOCATED NEAR 14501 U.S. 79 IN AND ADJACENT TO A 69-ACRE TRACT OF LAND IN THE H.G. JOHNSON SURVEY, ABSTRACT NO. 348, EXTENDING NORTH THROUGH THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496; WILLIAMSON COUNTYAPPRAISAL DISTRICT PARCEL R019338; PROVIDING FOR THE AMENDMENT OF THE PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE**

First reading. No action was taken.

10. **PZ-2022-1592 – Hold a public hearing and introduce Ordinance 2023-47 regarding a proposed voluntary annexation of approximately 15.429 acres out of 62.424 acres, on petition by the owner, Taylor 973, LLC, Document No. 2021188725, generally located north of Elm Branch Trail in the Extraterritorial Jurisdiction of the City of Taylor, more particularly described by the Williamson Central Appraisal District part of parcel R019651, part of and out of the George M. Reese Survey, Abstract No. 533, City of Taylor Extraterritorial Jurisdiction, Williamson County, Texas.**
Courtney Peres, Development Services Planning Manager - The proposal to voluntary annex 15.429 acres as single family/planned development is considered consistent with the Comprehensive Plan. The applicant's request will incorporate a variety of residential lot sizes.

Mayor Rydell opened the public hearing at 6:24pm.
With no one appearing, the public hearing was closed at 6:24pm.

The City Attorney read the caption of the Ordinance.

**ORDINANCE NO. 2023-47**

**AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT.**

First reading. No action was taken.

11. **PZ-2022-1594 – Hold a public hearing and introduce Ordinance 2023-45 regarding a request to amend the zoning of approximately 25.5 acres of land, generally located north of Elm Branch Trail, from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One.**
Courtney Peres, Development Services Planning Manager - The proposed uses as single family are considered consistent with the Comprehensive Plan. The Planning and Zoning Commission recommend approval to the City Council for the proposed zoning amendment.

Mayor Rydell opened the public hearing at 6:29pm.
With no one appearing, the public hearing was closed at 6:29pm.

The City Attorney read the caption of the Ordinance.

**ORDINANCE NO. 2023-45**

**AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 25.5 ACRES OF LAND, GENERALLY LOCATED NORTH OF ELM BRANCH TRAIL, FROM THE ZONING UPON ANNEXATION OF R-1 (SINGLE FAMILY) AND EXISTING R-1 (SINGLE FAMILY) TO SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT WITH A RESIDENTIAL PLANNED DEVELOPMENT OVERLAY (R-1/RPD), REFERRED TO AS THE DAVIS TRACT PLANNED DEVELOPMENT PHASE ONE, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019659 AND PART OF R01965, PART OF AND OUT OF THE JAMES C. EAVES SURVEY NO. 205, ABSTRACT NO. 214, AND THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, PARTIAL CITY OF TAYLOR AND CITY OF TAYLOR EXTRA TERRITORIAL JURISDICTION, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.**

First reading. No action was taken.

12. **PZ-2023-1756 – Hold a public hearing and introduce Ordinance 2023-46 regarding a request to amend the North BB Creek Planned Development (Ordinance 2022-20), consisting of approximately 7.60 acres of land located along the south right-of-way of N.W. Carlos G. Parker Boulevard, approximately 1,400 feet west of the intersection of N.W. Carlos G. Parker Boulevard and North Drive, from Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD).**
Courtney Peres, Development Services Planning Manager - The request is consistent with Ordinance 2022-20 with minor changes in street alignment and access to property. Changes to the ordinance are due to changes in the egress/regress off of Carlos G. Parker Blvd. and increasing density. The Planning and Zoning Commission recommend approval to the City Council for the proposed zoning amendment.

Mayor Rydell opened the public hearing at 6:33pm.
With no one appearing, the public hearing was closed at 6:33pm.

The City Attorney read the caption of the Ordinance.

**ORDINANCE NO. 2023-46**

**AN ORDINANCE REPEALING AND REPLACING NORTH BB CREEK PLANNED DEVELOPMENT, ORDINANCE 2022-20, CONSISTING OF APPROXIMATELY 7.60 ACRES OF LAND LOCATED ALONG THE SOUTH RIGHT-OF-WAY OF N.W. CARLOS G. PARKER BOULEVARD AND NORTH DRIVE, MORE PARTICULARLY DESCRIBED BY WILLIAMSON COUNTY APPRAISAL DISTRICT PARCEL R018638, PART OF AND OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65, TAYLOR, WILLIAMSON COUNTY, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.**

First reading. No action was taken.

13. **Consider introducing Ordinance 2023-48 revising the special event policy.**
Brian LaBorde, City Manager – This ordinance removes the authority granted to the city manager in the special events ordinance to waive the prohibition against the placement of signage for non-city or city adopted events on city property. Special events will still be allowed to apply for temporary signage permits on private property.

The City Attorney read the caption of the Ordinance.

**ORDINANCE NO. 2023-48**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AMENDING CHAPTER 14, ARTICLE V. OF THE CODE OF ORDINANCES OF THE CITY OF TAYLOR ENTITLED "SPECIAL EVENT PERMITS"; INCLUDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

First reading. No action was taken.

**REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION**

14. **Consider Resolution R23-31, Automated License Plate Recognition Readers.**
Henry Fluck, Police Chief – This Resolution is to enter into a Multiple Use Agreement with the Texas Department of Transportation (TXDOT) to request a permit for the installation and operation of Automated License Plate Recognition Readers on TxDOT right of ways. The purchase of 8 Flock Cameras was approved in the FY23 Use Tax CIP budget.

*Motion was made by Councilmember Drummond to approve Resolution R23-31 as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.*

15. **Consider approving quote from Ryan Sanders Sports Turf Services for work on fifteen city owned athletic fields and discuss possible funding source.**
Tyler Bybee, Parks & Rec Director - The proposed quote would provide essentially new infields on all ten baseball/softball fields at Taylor Regional Park, Mallard Field, two fields at Bull Branch Park, Rotary Field and Robinson Park. Staff recommends using Samsung Quality of Life Funds to fund the field improvements in an amount of $103,500.

*Motion was made by Mayor Pro-Tem Anderson to approve the quote from Ryan Sanders Sports Turf Services for work on fifteen city owned athletic fields and allocate Samsung Quality of Life funds to fund the project. Motion was seconded by Councilmember Drummond. Motion carried unanimously.*

16. **Consider issuing a Request for Qualifications for a Wellness/Recreation Center feasibility study/needs assessment and discuss possible funding source.**
Tyler Bybee, Parks & Rec Director - As a rapidly growing community engaging in exercise, a feasibility/user assessment for an indoor space to help meet the health, education and wellness needs is a logical/needed exercise. The Parks and Recreation Advisory board is supportive of engaging in this process.

*Motion was made by Mayor Pro-Tem Anderson to approve the issuance of a Request for Qualifications for a Wellness/Recreation Center feasibility study/needs assessment and allocating Samsung Quality of Life Funds to execute the study/assessment. Motion was seconded by Councilmember Drummond. Motion carried unanimously.*

17. **Consider groundwater reservation agreement with EPCOR 130 Project Inc.**
Mayor Rydell requested Council go into executive session on this item to confirm with the City Attorney.
Mayor Rydell adjourned into closed session at 7:14pm.
Mayor Rydell reconvened into open session at 7:35pm.

Brian LaBorde, City Manager – requested Council take no action on this item at this time.

ADJOURN
With no further business Mayor Rydell declared the meeting adjourned at 7:36p.m.

_____
Brandt Rydell, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☐ Quality of Life |
| ☒ Economic Vitality |

**Agenda Item #:** 2

**Agenda Title:** **Concur with Preliminary Financials for August 2023**

**Council Action to be taken:** Approve by Consent

**Department Submitted:** Finance Department

**Staff Contact:** Jeffrey Wood, Chief Financial Officer

## 1. PURPOSE/DESCRIPTION

Article 12, Section 12.3 of the City of Taylor's Charter states in part that the City Manager shall prepare and submit to the City Council a written monthly financial report that is in a form satisfactory with the City Council. This report is intended to satisfy the Charter requirement.

## 2. STAFF ANALYSIS/BACKGROUND / PRIOR COUNCIL ACTIONS

Council has approved previous monthly financial reports by consent.

The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of August 31, 2023:

**General Fund:**

The General Fund is used to account for all financial transactions not properly includable in other funds. The principal sources of revenues include local property taxes, sales and franchise taxes, licenses and permits, fines and forfeitures, and charges for services. Expenditures include general government, public safety, public works, culture and recreation, and community development.

- Revenues in the General Fund are up by $14,264,371 or 78% over last year's fiscal year-to-date. The majority of revenue collected in August was received through property tax and sales tax. Revenues YTD are 126% of the budgeted amount.

- Property tax collections amount to $8,650,853 through August. The amount collected represents approximately 98% of budgeted property tax revenues. The timing of individual tax payments can vary year-over-year so comparisons to previous years should keep such fluctuations in mind.

- The City's portion of the total sales tax collection is $15,852,950 through August, up by $11,008,909 or 227% when compared to this same time last year. Included in this total is the property tax reduction portion that is being reserved to offset the reduced property tax revenues in FY2024. The payment received in August represents sales that occurred in June. August revenues ended up significantly higher than the previous year and more than budgeted.

- Expenditures in the General Fund are higher by $8,903,957 or 55% compared to last year's expenses fiscal year-to-date. Expenditures of 97% of budget are above normal due to the winter storm debris removal but are offset by higher than budgeted revenues.

- It should be noted when reviewing the level of revenues over expenditures that the majority of budgeted revenues are received in the first half of the year, while expenditures are dispersed more evenly throughout the year. It is common to show a significant budget surplus at mid-year that will regularly decrease over the last six months.

**Special Revenue Funds;**

The City accounts for resources restricted to, or designated for, specific purposes in special revenue funds.

- The TIF Fund receives the annual transfer from the City and the County for the captured taxes collected in the district around August of each year. The only revenue reported for August was interest earned. The expenditures budgeted for this fiscal year are related to the debt service payments, fire suppression grants and façade grants.

- Hotel Occupancy Tax collections from the lodging providers are recorded monthly, but the 380 Agreement payment is distributed quarterly. The timing of the 380 Agreement payment can skew the monthly report and result in the fund being reflected in a more positive position than is actually the case.

  Hotel Occupancy Tax of $32,270 was collected in August. August's collection was $12,276 more than August 2022, and fiscal year-to-date HOT collections are $49,179 (19%) more than FY 2021-22.

  Expenditures consist of a pass through to the Chamber, but will also include expenditures for our marketing agreement, 380 Agreement, and a transfer to the Main Street Fund to be used for advertising.

- Main Street revenues reported during the year are from sales and other fund-raising activities. Expenditures are for rental assistance, advertising, city sponsored events and façade grants.

- Municipal Court Special Revenues are budgeted at $12,550 and current revenues total 76% of budget. Expenditures from this fund are for security work and technology at the Municipal Court.

- Library Donation Fund reflects revenues generated from interest income and donations.
- Transportation User Fee (TUF) Fund – User fees collected in August are reported at $72,637. Expenditures are associated with wage and benefit costs, engineering costs, equipment costs and the cost of materials for street maintenance.

- Municipal Drainage Utility System (MDUS) Fund – Drainage fees collected in August are reported at $63,305. Expenditures are related to wage and benefit costs, engineering costs, and equipment costs.

**Enterprise Funds:**

The City maintains several Enterprise funds, which are used to account for operations that are more reflective of business-type activities. All activities associated with providing such services are accounted for in these funds. Enterprise funds are primarily funded by user charges and fees.

Sanitation Fund

- Revenues from franchise fees and user charges for services are reported at $2,080,369. The City contracts its solid waste collection service and expenditures represent the payment to the City's solid waste provider. Year-to-date cost for solid waste collection services is $1,953,085.

Utility Fund

- Revenues through August totaled $12,359,330, which includes $11,946,270 in charges for service. User charges are up $2,247,332 compared to the same period last year. Expenditures fiscal year-to-date total $11,650,117 compared to $9,330,925 a year ago. Year-to-year comparisons in the Utility Fund reflect differences in billing and usage, and such differences can be caused by several factors that can vary throughout the year. This should be kept in mind when comparing individual time periods.

- The Utility Fund is operating at an acceptable level when compared to budgeted amounts for this period of the fiscal year with revenues exceeding expenditures by $709,214.

Airport Fund

- Revenues consist of airport hangar rental, sale of fuel and interest income. Hangar rental is reported at $265,320 and revenues from fuel sales are $152,983. Fuel sales are limited by the ongoing project to replace the fuel farm.

- The Airport Fund is operating within budget, but expenditures exceed revenues by $20,198.

Cemetery Fund

- Revenues are reported at $292,598 and are 84% of budgeted amounts. Revenues are dependent on the number of lots sold and graves dug, and these sources can be variable.

- Expenditures of $278,869 represent 55% of budgeted amounts.

- Revenues exceed expenditures by $13,730, but this amount excludes any interfund administrative fee transfer.

**Other Funds:**

- Roadway Impact Fund – There were no revenues collected in August. There are no budgeted expenditures in this fund for FY 2023, but expenditures have been incurred for the fee study.

- Utility Impact Fund – There were no revenues collected in August. Expenditures are budgeted for improvements to the sewer lift station located near the airport.

Internal Service Funds:

Internal Service Funds are an accounting device used to accumulate and allocate costs internally amoung the City's various functions. The City uses internal service funds to account for the maintenance and purchase of equipment.

- The Fleet Operating Fund charges rental fees and replacement fees to the various City departments and these fees are used to off-set the expenditures for repairs and maintenance to the City's vehicles. This same concept is applied to the Fleet Replacement Fund for the purpose of purchasing vehicles.

- Expenditures in the Fleet Operating Fund are operating as anticipated.

- The Fleet Replacement Fund reflects expenditures that includes capital lease payments for purchases are made either monthly, quarterly or annually throughout the year. Expenditures also reflect cash purchases for equipment and vehicles made on behalf of the other funds.

**Quarterly Investment Report**

- Included this month is the Monthly Investment Report from our investment consultant and covers the period of August 1 – August 30. This report reflects the coordinated efforts of City staff and Meeder (Patterson & Associates) to manage the City funds that are not immediately needed for operational purposes. The report shows the average yield obtained on the City's funds was **5.30%** during the reporting period. The portfolio remains heavily invested in our liquid, pooled accounts that are advantageous with the current inverted yield curve. We continue

to monitor the interest rate environment and will adjust the portfolio's weighted average maturity as needed.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Monthly financial reports provide Council with a snapshot of each fund along with a summary of the financial activity that occurred during the month.<br>• Updated financial information can assist Council with their decision-making process. | |

## 4. RECOMMENDATION

Concur with the preliminary monthly financial report by consent.

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

Immediate consideration

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

N/A

## 8. ATTACHMENTS

2a. Monthly Financial Report for August 2023:

- **Attachment A:** Preliminary summaries of the total amounts of revenues and expenditures year-to-date.
- **Attachment B:** Preliminary financial summaries for the governmental and proprietary funds. This shows annual budgeted amounts and the year-to-date figures for each fund by the major revenues and expenditures categories.
- **Attachment C:** Checks issued during the month.
- **Attachment D:** Balance sheets for each of the governmental and proprietary funds.
- **Attachment E:** Sales Tax Tracking Report.
- **Attachment F:** Monthly Investment Report Issued by Meeder (Patterson & Assoc.)

# Monthly Finance Report as of :

# August 2023

City of Taylor
400 Porter Street
Taylor, TX 76574

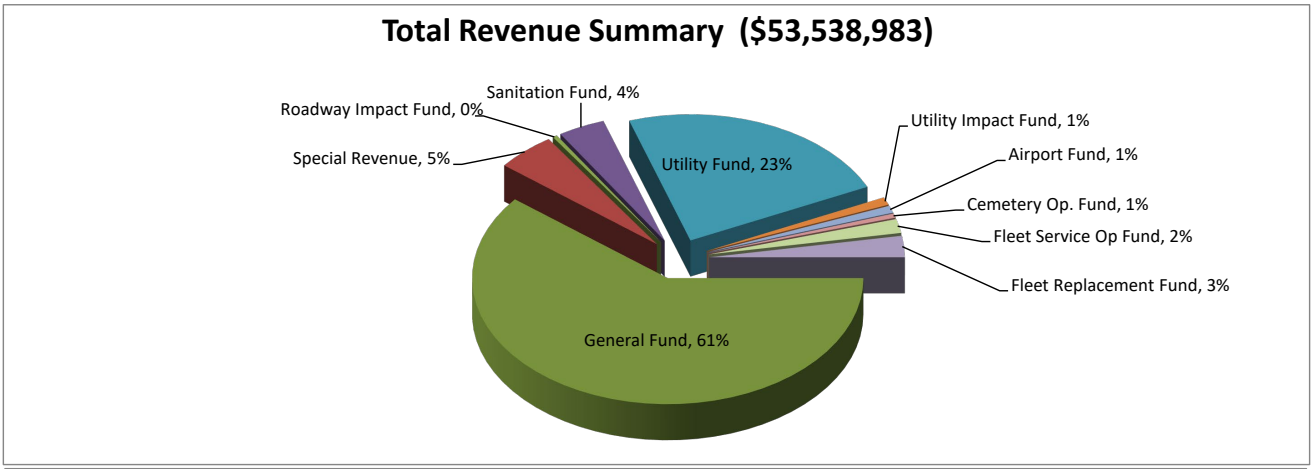
# Attachment A

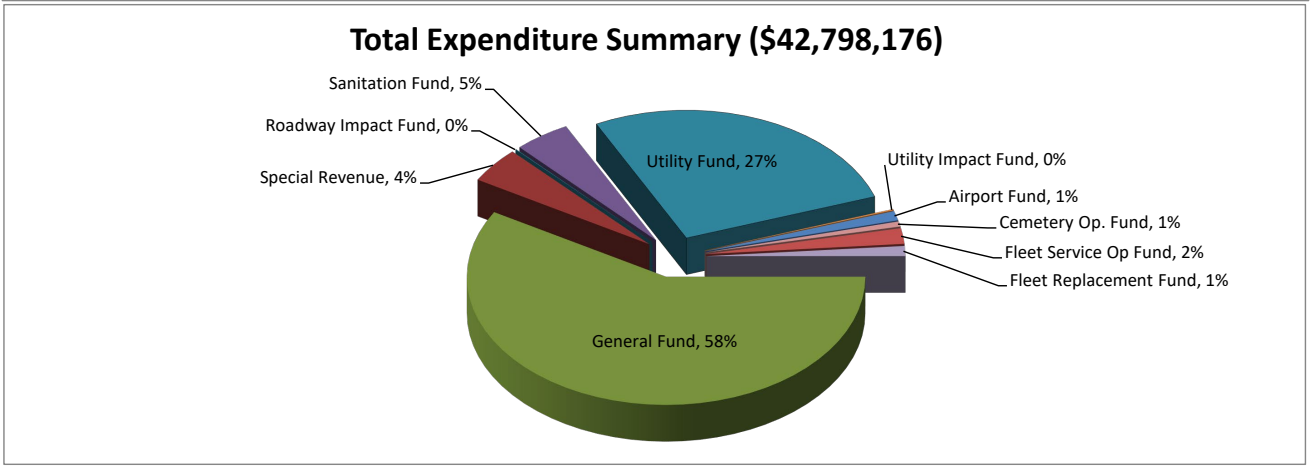
## Financial Summary

**Summary Revenue/Expenditures**

Preliminary Year-to-Date as of August 31, 2023

| | Revenue | | | Expenditures | | | |
|---|---|---|---|---|---|---|---|
| | Annual Budget | Actual Y-T-D | % of Budget | Annual Budget | Actual Y-T-D | % of Budget | Surplus/Deficit |
| **General Fund** | $ 25,710,995 | $ 32,511,954 | 126% | $ 25,815,264 | $ 25,004,110 | 97% | 7,507,844 |
| **Special Revenue Funds** | | | | | | | |
| - Tax Increment Fund (TIF) #2 | $ 219,000 | $ 159,479 | 73% | $ 217,000 | $ 13,420 | 6% | 146,059 |
| - Tax Increment Fund (TIF) #1 | 625,500 | $ 691,820 | 111% | 439,382 | $ 408,678 | 93% | 283,142 |
| - Hotel/Motel Tax | 245,000 | $ 301,324 | 123% | 243,250 | $ 229,822 | 94% | 71,502 |
| - Main St. Revenue | 156,825 | $ 92,881 | 59% | 156,825 | $ 125,398 | 80% | (32,517) |
| - Municipal Court Sec/Tech | 12,550 | $ 9,504 | 76% | 11,942 | $ 4,124 | 35% | 5,380 |
| - Library Grants/Donations | 600 | $ 13,385 | 2231% | - | $ - | 0% | 13,385 |
| - Transportation Fund (TUF) | 850,500 | $ 820,469 | 96% | 847,351 | $ 718,758 | 85% | 101,711 |
| - MDUS | 523,500 | $ 550,949 | 105% | 517,575 | $ 422,686 | 82% | 128,263 |
| **Special Rev Funds Total** | **$ 2,633,475** | **$ 2,639,811** | **100%** | **$ 2,433,325** | **$ 1,922,886** | **79%** | **716,925** |
| **Enterprise Funds** | | | | | | | |
| - Sanitation Fund | $ 2,055,000 | $ 2,080,369 | 101% | $ 2,045,200 | $ 1,953,085 | 95% | 127,284 |
| - Utility Fund | 13,316,153 | $ 12,359,330 | 93% | 13,284,520 | $ 11,650,117 | 88% | 709,214 |
| - Airport Fund | 605,200 | $ 490,205 | 81% | 604,462 | $ 510,403 | 84% | (20,198) |
| - Cemetery Op. Fund | 346,321 | $ 292,598 | 84% | 505,071 | $ 278,869 | 55% | 13,730 |
| **Roadway Impact Fund** | $ 80,000 | $ 206,081 | 258% | $ - | $ 20,534 | 0% | 185,547 |
| **Utility Impact Fund** | $ 475,000 | $ 535,252 | 113% | $ 245,000 | $ 68,239 | 28% | 467,014 |
| **Fleet Service Operating Fund** | $ 989,311 | $ 959,557 | 97% | $ 895,626 | $ 844,978 | 94% | 114,579 |
| **Fleet Replacement Fund** | $ 1,451,014 | $ 1,463,824 | 101% | $ 1,451,005 | $ 544,955 | 38% | 918,869 |
| **Total** | **$ 47,662,469** | **$ 53,538,983** | **112%** | **$ 47,279,473** | **$ 42,798,176** | **91%** | **10,740,807** |



# Attachment B

## Financial Statements by Fund

**General Fund**
**Tax Increment Financing Funds**
**Hotel Occupancy Tax Fund**
**Main Street Fund**
**Municipal Court Special Fee Fund**
**Library Grant/Donations Fund**
**Roadway Impact Fee Fund**
**Transportation User Fee Fund**
**Municipal Drainage Utility System Fund**
**Sanitation Fund**
**Public Utilities Fund**
**Utility Impact Fund**
**Airport Fund**
**Cemetery Operating Fund**
**Fleet Services Operating Fund**
**Fleet Replacement Fund**

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

100-GENERAL FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 310-TAXES | 21,144,000.00 | 1,965,663.04 | 25,597,830.62 | 121.06 | 0.00 | ( 4,453,830.62) |
| 320-PERMITS AND LICENSES | 932,800.00 | 127,973.47 | 1,595,650.52 | 171.06 | 0.00 | ( 662,850.52) |
| 330-INTERGOVERNMENTAL REV | 594,000.00 | 5.78 | 891,808.03 | 150.14 | 0.00 | ( 297,808.03) |
| 340-CHARGES FOR SERVICES | 643,800.00 | 114,371.79 | 769,059.62 | 119.46 | 0.00 | ( 125,259.62) |
| 410-FINES AND FORFEITURES | 184,500.00 | 15,638.38 | 133,510.30 | 72.36 | 0.00 | 50,989.70 |
| 420-ASSESSMENTS | 15,000.00 | 2,345.65 | 9,506.84 | 63.38 | 0.00 | 5,493.16 |
| 430-USE OF MONEY AND PROP | 169,183.00 | 108,813.99 | 1,001,754.32 | 592.11 | 0.00 | ( 832,571.32) |
| 440-DONATIONS FROM PRIVAT | 25,430.00 | 151,825.00 | 188,680.52 | 741.96 | 0.00 | ( 163,250.52) |
| 450-INTERFUND OPERATING T | 2,002,282.00 | 20,623.61 | 2,318,229.57 | 115.78 | 0.00 | ( 315,947.57) |
| 460-PROCEEDS GEN FIXED AS | 0.00 | 498.02 | 5,924.02 | 0.00 | 0.00 | ( 5,924.02) |
| 470-PROCEEDS GEN LONG TER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL REVENUES *** | 25,710,995.00 | 2,507,758.73 | 32,511,954.36 | 126.45 | 0.00 | ( 6,800,959.36) |
| EXPENDITURE SUMMARY | | | | | | |
| 500-CITY COUNCIL | 315,995.00 | 10,565.60 | 222,320.33 | 95.22 | 78,585.48 | 15,089.19 |
| 501-CITY MANAGEMENT | 748,899.00 | 49,503.22 | 646,609.95 | 93.02 | 49,983.98 | 52,305.07 |
| 503-PUBLIC INFORMATION | 263,170.00 | 16,309.40 | 233,464.66 | 92.78 | 10,709.00 | 18,996.34 |
| 504-HUMAN RESOURCES | 285,047.00 | 20,786.15 | 244,623.68 | 85.82 | 0.00 | 40,423.32 |
| 505-CITY CLERK | 196,351.00 | 12,482.63 | 162,710.60 | 82.87 | 0.00 | 33,640.40 |
| 512-FINANCIAL SERVICES | 879,128.00 | 52,884.13 | 789,736.52 | 92.54 | 23,787.09 | 65,604.39 |
| 516-MUNICIPAL COURT | 366,373.00 | 20,549.02 | 288,145.24 | 86.16 | 27,507.28 | 50,720.48 |
| 522-DEVELOPMENT SERVICES | 2,238,359.00 | 160,335.93 | 1,797,690.73 | 98.08 | 397,712.83 | 42,955.44 |
| 524-MAIN STREET PROGRAM | 112,128.00 | 12,677.11 | 101,325.43 | 90.37 | 0.00 | 10,802.57 |
| 527-MOODY MUSEUM | 31,780.00 | 1,152.34 | 28,763.04 | 90.51 | 0.00 | 3,016.96 |
| 532-PUBLIC LIBRARY | 610,002.00 | 39,892.87 | 511,043.33 | 85.42 | 9,999.78 | 88,958.89 |
| 542-FIRE SUPPRESSION/EMER | 3,968,208.00 | 227,610.01 | 3,623,503.16 | 91.69 | 14,929.59 | 329,775.25 |
| 552-POLICE FIELD SERVICES | 5,119,146.00 | 309,355.26 | 4,430,387.13 | 88.89 | 120,076.73 | 568,682.14 |
| 558-ANIMAL CONTROL SECTIO | 298,300.00 | 20,702.79 | 264,796.77 | 93.87 | 15,228.53 | 18,274.70 |
| 563-STREET & GROUND MAIN | 3,386,867.00 | 160,744.58 | 2,564,968.43 | 76.98 | 42,308.72 | 779,589.85 |
| 565-PARKS & RECREATION | 1,858,151.00 | 145,261.27 | 1,117,966.70 | 80.84 | 384,212.90 | 355,971.40 |
| 566-INTERNAL SVCS/BLDG | 1,097,160.00 | 37,170.09 | 536,381.17 | 49.42 | 5,813.11 | 554,965.72 |
| 573-ENGINEERING & INSPECT | 350,000.00 | 0.00 | 782,946.32 | 236.18 | 43,688.25 | ( 476,634.57) |
| 575-INTERNAL SVC/IT DEPT | 245,747.00 | 19,290.81 | 243,184.14 | 106.03 | 17,392.00 | ( 14,829.14) |
| 592-NON-DEPARTMENTAL | 3,444,453.00 | 39,054.68 | 6,413,542.64 | 188.18 | 68,300.00 | ( 3,037,389.64) |
| *** TOTAL EXPENDITURES *** | 25,815,264.00 | 1,356,327.89 | 25,004,109.97 | 101.93 | 1,310,235.27 | ( 499,081.24) |
| *** TOTAL PROFIT / (LOSS) *** | ( 104,269.00) | 1,151,430.84 | 7,507,844.39 | 943.87- | ( 1,310,235.27) | ( 6,301,878.12) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

118-TIF #2
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 310-TAXES | 219,000.00 | 0.00 | 159,479.25 | 72.82 | 0.00 | 59,520.75 |
| *** TOTAL REVENUES *** | 219,000.00 | 0.00 | 159,479.25 | 72.82 | 0.00 | 59,520.75 |
| EXPENDITURE SUMMARY | | | | | | |
| 520-TIF EXPENSES | 217,000.00 | 0.00 | 13,420.00 | 6.18 | 0.00 | 203,580.00 |
| *** TOTAL EXPENDITURES *** | 217,000.00 | 0.00 | 13,420.00 | 6.18 | 0.00 | 203,580.00 |
| *** TOTAL PROFIT / (LOSS) *** | 2,000.00 | 0.00 | 146,059.25 | 302.96 | 0.00 | ( 144,059.25) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

119-TIF (TAX INCREMENT FUND)
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 310-TAXES | 425,000.00 | 0.00 | 442,574.79 | 104.14 | 0.00 | ( 17,574.79) |
| 330-INTERGOVERNMENTAL REV | 200,000.00 | 0.00 | 237,322.68 | 118.66 | 0.00 | ( 37,322.68) |
| 430-USE OF MONEY AND PROP | 500.00 | 3,067.80 | 11,922.70 | 384.54 | 0.00 | ( 11,422.70) |
| *** TOTAL REVENUES *** | 625,500.00 | 3,067.80 | 691,820.17 | 110.60 | 0.00 | ( 66,320.17) |
| EXPENDITURE SUMMARY | | | | | | |
| 520-TIF EXPENSES | 439,382.00 | 6,692.54 | 408,678.14 | 93.01 | 0.00 | 30,703.86 |
| *** TOTAL EXPENDITURES *** | 439,382.00 | 6,692.54 | 408,678.14 | 93.01 | 0.00 | 30,703.86 |
| *** TOTAL PROFIT / (LOSS) *** | 186,118.00 | ( 3,624.74) | 283,142.03 | 152.13 | 0.00 | ( 97,024.03) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

120-HOTEL/MOTEL FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 310-TAXES | 245,000.00 | 32,270.25 | 301,324.44 | 122.99 | 0.00 | ( 56,324.44) |
| 420-ASSESSMENTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 430-USE OF MONEY AND PROP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL REVENUES *** | 245,000.00 | 32,270.25 | 301,324.44 | 122.99 | 0.00 | ( 56,324.44) |
| EXPENDITURE SUMMARY | | | | | | |
| 612-HOTEL/MOTEL TAX | 243,250.00 | 4,863.41 | 229,822.20 | 96.53 | 4,975.11 | 8,452.69 |
| *** TOTAL EXPENDITURES *** | 243,250.00 | 4,863.41 | 229,822.20 | 96.53 | 4,975.11 | 8,452.69 |
| *** TOTAL PROFIT / (LOSS) *** | 1,750.00 | 27,406.84 | 71,502.24 | 801.55 | ( 4,975.11) | ( 64,777.13) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

123-MAIN STREET REVENUE FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 330-INTERGOVERNMENTAL REV | 60,625.00 | 0.00 | 0.00 | 0.00 | 0.00 | 60,625.00 |
| 430-USE OF MONEY AND PROP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 440-DONATIONS FROM PRIVAT | 46,600.00 | 582.00 | 43,281.00 | 92.88 | 0.00 | 3,319.00 |
| 450-INTERFUND OPERATING T | 49,600.00 | 0.00 | 49,600.00 | 100.00 | 0.00 | 0.00 |
| *** TOTAL REVENUES *** | 156,825.00 | 582.00 | 92,881.00 | 59.23 | 0.00 | 63,944.00 |
| EXPENDITURE SUMMARY | | | | | | |
| 615-CONTRIBUTE TO CIVIC P | 156,825.00 | 6,227.21 | 125,397.64 | 81.21 | 1,967.18 | 29,460.18 |
| *** TOTAL EXPENDITURES *** | 156,825.00 | 6,227.21 | 125,397.64 | 81.21 | 1,967.18 | 29,460.18 |
| *** TOTAL PROFIT / (LOSS) *** | 0.00 | ( 5,645.21) | ( 32,516.64) | 0.00 | ( 1,967.18) | 34,483.82 |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

125-MUNICIPAL CRT SPECIAL FEE
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 410-FINES AND FORFEITURES | 12,550.00 | 1,500.14 | 9,503.71 | 75.73 | 0.00 | 3,046.29 |
| 450-INTERFUND OPERATING T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL REVENUES *** | 12,550.00 | 1,500.14 | 9,503.71 | 75.73 | 0.00 | 3,046.29 |
| EXPENDITURE SUMMARY | | | | | | |
| 625-MUNICIPAL COURT BLDG | 9,642.00 | 0.00 | 1,697.43 | 17.60 | 0.00 | 7,944.57 |
| 626-MUNICIPAL CRT TECHNO | 2,300.00 | 0.00 | 2,426.60 | 105.50 | 0.00 | ( 126.60) |
| 627-MUN COURT JUDICIAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL EXPENDITURES *** | 11,942.00 | 0.00 | 4,124.03 | 34.53 | 0.00 | 7,817.97 |
| *** TOTAL PROFIT / (LOSS) *** | 608.00 | 1,500.14 | 5,379.68 | 884.82 | 0.00 | ( 4,771.68) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

129-LIBRARY GRANT/DONATION
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 330-INTERGOVERNMENTAL REV | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 430-USE OF MONEY AND PROP | 400.00 | 1,328.73 | 11,882.40 | 970.60 | 0.00 | ( 11,482.40) |
| 440-DONATIONS FROM PRIVAT | 200.00 | 0.00 | 1,502.18 | 751.09 | 0.00 | ( 1,302.18) |
| *** TOTAL REVENUES *** | 600.00 | 1,328.73 | 13,384.58 | 230.76 | 0.00 | ( 12,784.58) |
| EXPENDITURE SUMMARY | | | | | | |
| 624-LIBRARY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL EXPENDITURES *** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL PROFIT / (LOSS) *** | 600.00 | 1,328.73 | 13,384.58 | 230.76 | 0.00 | ( 12,784.58) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

200-ROADWAY IMPACT FEE FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 420-ASSESSMENTS | 80,000.00 | 318.00 | 206,081.20 | 257.60 | 0.00 | ( 126,081.20) |
| *** TOTAL REVENUES *** | 80,000.00 | 318.00 | 206,081.20 | 257.60 | 0.00 | ( 126,081.20) |
| EXPENDITURE SUMMARY | | | | | | |
| 631-ROADWAY IMPACT FEE | 0.00 | 0.00 | 20,534.32 | 0.00 | 0.00 | ( 20,534.32) |
| *** TOTAL EXPENDITURES *** | 0.00 | 0.00 | 20,534.32 | 0.00 | 0.00 | ( 20,534.32) |
| *** TOTAL PROFIT / (LOSS) *** | 80,000.00 | 318.00 | 185,546.88 | 231.93 | 0.00 | ( 105,546.88) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

210-TRANSPORTATION FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 330-INTERGOVERNMENTAL REV | 0.00 | 0.00 | 33,650.00 | 0.00 | 0.00 | ( 33,650.00) |
| 340-CHARGES FOR SERVICES | 850,000.00 | 72,636.66 | 786,819.18 | 92.57 | 0.00 | 63,180.82 |
| 430-USE OF MONEY AND PROP | 500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 450-INTERFUND OPERATING T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 470-PROCEEDS GEN LONG TER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL REVENUES *** | 850,500.00 | 72,636.66 | 820,469.18 | 96.47 | 0.00 | 30,030.82 |
| EXPENDITURE SUMMARY | | | | | | |
| 632-TRANSPORTATION | 847,351.00 | 10,324.67 | 718,758.35 | 84.82 | 0.00 | 128,592.65 |
| *** TOTAL EXPENDITURES *** | 847,351.00 | 10,324.67 | 718,758.35 | 84.82 | 0.00 | 128,592.65 |
| *** TOTAL PROFIT / (LOSS) *** | 3,149.00 | 62,311.99 | 101,710.83 | 229.94 | 0.00 | ( 98,561.83) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

300-MUNICIPAL DRAINAGE UTILIT
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 330-INTERGOVERNMENTAL REV | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 340-CHARGES FOR SERVICES | 523,500.00 | 63,304.73 | 550,948.62 | 105.24 | 0.00 | ( 27,448.62) |
| 430-USE OF MONEY AND PROP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 460-PROCEEDS GEN FIXED AS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 470-PROCEEDS GEN LONG TER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL REVENUES *** | 523,500.00 | 63,304.73 | 550,948.62 | 105.24 | 0.00 | ( 27,448.62) |
| EXPENDITURE SUMMARY | | | | | | |
| 750-MUNICIPAL DRAINAGE | 517,575.00 | 76,017.12 | 422,685.80 | 87.72 | 31,338.65 | 63,550.55 |
| *** TOTAL EXPENDITURES *** | 517,575.00 | 76,017.12 | 422,685.80 | 87.72 | 31,338.65 | 63,550.55 |
| *** TOTAL PROFIT / (LOSS) *** | 5,925.00 | ( 12,712.39) | 128,262.82 | 635.85 | ( 31,338.65) | ( 90,999.17) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

320-SANITATION FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 310-TAXES | 180,000.00 | 70,126.53 | 325,145.84 | 180.64 | 0.00 | ( 145,145.84) |
| 340-CHARGES FOR SERVICES | 1,875,000.00 | 160,862.60 | 1,755,222.78 | 93.61 | 0.00 | 119,777.22 |
| *** TOTAL REVENUES *** | 2,055,000.00 | 230,989.13 | 2,080,368.62 | 101.23 | 0.00 | ( 25,368.62) |
| EXPENDITURE SUMMARY | | | | | | |
| 721-SANITATION/GARBAGE | 2,045,200.00 | 190,782.88 | 1,953,084.73 | 95.50 | 0.00 | 92,115.27 |
| *** TOTAL EXPENDITURES *** | 2,045,200.00 | 190,782.88 | 1,953,084.73 | 95.50 | 0.00 | 92,115.27 |
| *** TOTAL PROFIT / (LOSS) *** | 9,800.00 | 40,206.25 | 127,283.89 | 298.82 | 0.00 | ( 117,483.89) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

340-PUBLIC UTILITIES FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 320-PERMITS AND LICENSES | 500.00 | 125.00 | 550.00 | 110.00 | 0.00 | ( 50.00) |
| 330-INTERGOVERNMENTAL REV | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 340-CHARGES FOR SERVICES | 12,905,500.00 | 1,399,476.11 | 11,946,269.99 | 92.57 | 0.00 | 959,230.01 |
| 420-ASSESSMENTS | 107,000.00 | 4,741.46 | 32,777.59 | 30.63 | 0.00 | 74,222.41 |
| 430-USE OF MONEY AND PROP | 98,500.00 | 15,363.62 | 171,300.79 | 173.91 | 0.00 | ( 72,800.79) |
| 440-DONATIONS FROM PRIVAT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 450-INTERFUND OPERATING T | 202,653.00 | 0.00 | 202,653.00 | 100.00 | 0.00 | 0.00 |
| 460-PROCEEDS GEN FIXED AS | 2,000.00 | 1,217.61 | 5,779.12 | 288.96 | 0.00 | ( 3,779.12) |
| 470-PROCEEDS GEN LONG TER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL REVENUES *** | 13,316,153.00 | 1,420,923.80 | 12,359,330.49 | 92.81 | 0.00 | 956,822.51 |
| EXPENDITURE SUMMARY | | | | | | |
| 701-UTILITIES ADMINISTRAT | 586,693.00 | 36,688.29 | 505,949.95 | 86.87 | 3,693.31 | 77,049.74 |
| 706-WASTEWATER TREATMENT | 1,325,799.00 | 317,910.07 | 1,156,603.95 | 139.91 | 698,279.21 | ( 529,084.16) |
| 708-UTILITY DISTRIBUTION/ | 2,457,124.00 | 160,078.39 | 1,919,269.49 | 80.01 | 46,638.48 | 491,216.03 |
| 709-UTILITIES NON-DEPARTM | 8,914,904.00 | 423,024.00 | 8,068,293.44 | 91.74 | 110,201.50 | 736,409.06 |
| *** TOTAL EXPENDITURES *** | 13,284,520.00 | 937,700.75 | 11,650,116.83 | 94.16 | 858,812.50 | 775,590.67 |
| *** TOTAL PROFIT / (LOSS) *** | 31,633.00 | 483,223.05 | 709,213.66 | 472.92- | ( 858,812.50) | 181,231.84 |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

345-UTILITY IMPACT FEE FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 340-CHARGES FOR SERVICES | 475,000.00 | 5,740.00 | 533,107.23 | 112.23 | 0.00 | ( 58,107.23) |
| 420-ASSESSMENTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 430-USE OF MONEY AND PROP | 0.00 | 0.00 | 2,145.00 | 0.00 | 0.00 | ( 2,145.00) |
| *** TOTAL REVENUES *** | 475,000.00 | 5,740.00 | 535,252.23 | 112.68 | 0.00 | ( 60,252.23) |
| EXPENDITURE SUMMARY | | | | | | |
| 592-NON-DEPARTMENTAL | 245,000.00 | 0.00 | 68,238.50 | 49.33 | 52,610.50 | 124,151.00 |
| *** TOTAL EXPENDITURES *** | 245,000.00 | 0.00 | 68,238.50 | 49.33 | 52,610.50 | 124,151.00 |
| *** TOTAL PROFIT / (LOSS) *** | 230,000.00 | 5,740.00 | 467,013.73 | 180.18 | ( 52,610.50) | ( 184,403.23) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

350-AIRPORT FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 320-PERMITS AND LICENSES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 330-INTERGOVERNMENTAL REV | 10,000.00 | 0.00 | 24,260.93 | 242.61 | 0.00 | ( 14,260.93) |
| 340-CHARGES FOR SERVICES | 594,000.00 | 33,417.41 | 426,465.54 | 71.80 | 0.00 | 167,534.46 |
| 420-ASSESSMENTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 430-USE OF MONEY AND PROP | 1,200.00 | 4,414.44 | 39,478.94 | 289.91 | 0.00 | ( 38,278.94) |
| 440-DONATIONS FROM PRIVAT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 450-INTERFUND OPERATING T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL REVENUES *** | 605,200.00 | 37,831.85 | 490,205.41 | 81.00 | 0.00 | 114,994.59 |
| EXPENDITURE SUMMARY | | | | | | |
| 732-AIRPORT OPERATIONS DE | 604,462.00 | 23,439.44 | 510,403.16 | 99.57 | 91,456.35 | 2,602.49 |
| *** TOTAL EXPENDITURES *** | 604,462.00 | 23,439.44 | 510,403.16 | 99.57 | 91,456.35 | 2,602.49 |
| *** TOTAL PROFIT / (LOSS) *** | 738.00 | 14,392.41 | ( 20,197.75) | 129.28- | ( 91,456.35) | 112,392.10 |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

370-CEMETERY OPERATING FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 330-INTERGOVERNMENTAL REV | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 340-CHARGES FOR SERVICES | 181,500.00 | 16,362.00 | 169,904.00 | 93.61 | 0.00 | 11,596.00 |
| 420-ASSESSMENTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 430-USE OF MONEY AND PROP | 1,500.00 | 32.00 | 2,298.00 | 153.20 | 0.00 | ( 798.00) |
| 440-DONATIONS FROM PRIVAT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 450-INTERFUND OPERATING T | 78,321.00 | 0.00 | 39,009.99 | 49.81 | 0.00 | 39,311.01 |
| 460-PROCEEDS GEN FIXED AS | 85,000.00 | 1,305.00 | 81,386.50 | 95.75 | 0.00 | 3,613.50 |
| *** TOTAL REVENUES *** | 346,321.00 | 17,699.00 | 292,598.49 | 84.49 | 0.00 | 53,722.51 |
| EXPENDITURE SUMMARY | | | | | | |
| 761-CEMETERY OPERATING DE | 505,071.00 | 27,269.46 | 278,868.76 | 63.18 | 40,212.50 | 185,989.74 |
| *** TOTAL EXPENDITURES *** | 505,071.00 | 27,269.46 | 278,868.76 | 63.18 | 40,212.50 | 185,989.74 |
| *** TOTAL PROFIT / (LOSS) *** | ( 158,750.00) | ( 9,570.46) | 13,729.73 | 16.68 | ( 40,212.50) | ( 132,267.23) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

382-FLEET SERVICES OPERATING
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 340-CHARGES FOR SERVICES | 976,514.00 | 0.00 | 943,580.00 | 96.63 | 0.00 | 32,934.00 |
| 420-ASSESSMENTS | 12,797.00 | 0.00 | 15,829.85 | 123.70 | 0.00 | ( 3,032.85) |
| 430-USE OF MONEY AND PROP | 0.00 | 0.00 | 147.38 | 0.00 | 0.00 | ( 147.38) |
| 450-INTERFUND OPERATING T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL REVENUES *** | 989,311.00 | 0.00 | 959,557.23 | 96.99 | 0.00 | 29,753.77 |
| EXPENDITURE SUMMARY | | | | | | |
| 517-FlEET SERVICES | 895,626.00 | 109,634.56 | 844,978.41 | 96.64 | 20,532.42 | 30,115.17 |
| *** TOTAL EXPENDITURES *** | 895,626.00 | 109,634.56 | 844,978.41 | 96.64 | 20,532.42 | 30,115.17 |
| *** TOTAL PROFIT / (LOSS) *** | 93,685.00 | ( 109,634.56) | 114,578.82 | 100.39 | ( 20,532.42) | ( 361.40) |

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

384-FLEET REPLACEMENT FUND
FINANCIAL SUMMARY

| ACCT # ACCOUNT NAME | ANNUAL BUDGET | CURRENT PERIOD | Y-T-D ACTUAL | % OF BUDGET | Y-T-D ENCUMB. | BUDGET BALANCE |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| 330-INTERGOVERNMENTAL REV | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 340-CHARGES FOR SERVICES | 1,451,014.00 | 0.00 | 1,451,012.00 | 100.00 | 0.00 | 2.00 |
| 420-ASSESSMENTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 430-USE OF MONEY AND PROP | 0.00 | 1,023.98 | 9,156.92 | 0.00 | 0.00 | ( 9,156.92) |
| 450-INTERFUND OPERATING T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 460-PROCEEDS GEN FIXED AS | 0.00 | 0.00 | 3,654.65 | 0.00 | 0.00 | ( 3,654.65) |
| 470-PROCEEDS GEN LONG TER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| *** TOTAL REVENUES *** | 1,451,014.00 | 1,023.98 | 1,463,823.57 | 100.88 | 0.00 | ( 12,809.57) |
| EXPENDITURE SUMMARY | | | | | | |
| 518-EQUIPMENT REPLACEMENT | 1,451,005.00 | 125,097.15 | 544,954.91 | 103.66 | 959,228.10 | ( 53,178.01) |
| *** TOTAL EXPENDITURES *** | 1,451,005.00 | 125,097.15 | 544,954.91 | 103.66 | 959,228.10 | ( 53,178.01) |
| *** TOTAL PROFIT / (LOSS) *** | 9.00 | ( 124,073.17) | 918,868.66 | 438.22- | ( 959,228.10) | 40,368.44 |

# Attachment C

## Council Report

### Checks Posted in August 2023

| DEPARTMENT | FUND | VENDOR NAME | | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| NON-DEPARTMENTAL | GENERAL FUND | AFLAC | | AFLAC AUG.2023 INVOICE | 1,587.52 |
| | | AT&T | | LOCAL REIMB/REFUND | 1.46- |
| | | AETNA LIFE INSURANCE COMPANY | | AETNA DENTAL INVOICE | 2,237.75 |
| | | MISCELLANEOUS | RICHMOND, JEFFREY | Bond Refund:CT001688 -01 | 284.00 |
| | | | BECKY BLISS | BECKY BLISS:BLAZE SOFTBALL | 250.00 |
| | | | COURTNEY FIELDS | COURTNEY FIELDS:DEPOSIT RE | 200.00 |
| | | | JUSTIN FELDER | JUSTIN FELDER:DEPOSIT REFU | 75.00 |
| | | | NEW LIFE TAYLOR | NEW LIFE TAYLOR:DEPOSIT RE | 175.00 |
| | | | MELISSA TELLO | MELISSA TELLO:DEPOSIT REFU | 200.00 |
| | | | REBECCA GUTIERREZ | REBECCA GUTIERREZ:DEPOSIT | 200.00 |
| | | | MAXINE ARREOSOLA | MAXINE ARREOSOLA:DEPOSIT R | 200.00 |
| | | | JOHN MCDONALD | JOHN MCDONALD:DEPOSIT REFU | 100.00 |
| | | | ALONDRA VEGA | ALONDRA VEGA:DEPOSIT REFUN | 200.00 |
| | | | ZETA PHI BETA SORORITY | ZETA PHI BETA SORORITY, IN | 200.00 |
| | | | OUR LADY OF GUADALUPE | OUR LADY OF GUADALUPE CHUR | 175.00 |
| | | | KARINA CASTILLO | KARINA CASTILLO:DEPOSIT RE | 200.00 |
| | | | KRISTEN GALVAN | KRISTEN GALVAN:DEPOSIT REF | 200.00 |
| | | | FRANCIS GOMEZ | FRANCIS GOMEZ:DEPOSIT REFU | 100.00 |
| | | | FRANCIS GOMEZ | FRANCIS GOMEZ:DEPOSIT REFU | 150.00 |
| | | McCREARY, VESELKA, BRAGG & ALLEN PC | | MVBA PAYMENT | 1,075.90 |
| | | | | CC FEES-AUGUST 2023 | 102.30 |
| | | NATIONWIDE RETIREMENT SOLUTIONS | | 457B DEF COMP PLAN | 2,806.00 |
| | | | | 457B DEF COMP PLAN ROTH | 185.00 |
| | | | | 457B DEF COMP PLAN | 2,806.00 |
| | | | | 457B DEF COMP PLAN ROTH | 185.00 |
| | | | | 457B DEF COMP PLAN | 2,806.00 |
| | | | | 457B DEF COMP PLAN ROTH | 185.00 |
| | | PRE-PAID LEGAL SERVICES, INC. DBA LEGA | | PRE-PAID LEGAL AUG.2023 | 67.80 |
| | | SCOTT & WHITE HEALTHCARE | | S&W INVOICE 2023 | 17,266.63 |
| | | | | WHAT RETIREES PAY | 1,669.98 |
| | | UNITED WAY FOR GREATER AUSTIN | | UNITED WAY CONTRIBUTIONS | 5.00 |
| | | | | UNITED WAY CONTRIBUTIONS | 5.00 |
| | | UNUM LIFE INS CO OF AMERI | | UNUM LIFE INS. PAYABLE | 920.61 |
| | | WEX HEALTH, INC. DBA: WEX | | 38705 FSA | 828.06 |
| | | | | 38705 FSA | 833.06 |
| | | TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI | | ACCT #2091015 TAYLOR FF AS | 960.00 |
| | | | | ACCT #2091015 TAYLOR FF AS | 960.00 |
| | | INTERNATIONAL CITY MANAGEMENT ASSOC RE | | PLAN ID 307325-CONTRIBUTOR | 1,269.69 |
| | | | | PLAN ID 307325-ROTH | 545.00 |
| | | | | PLAN ID 307325-CONTRIBUTOR | 1,269.69 |
| | | | | PLAN ID 307325-ROTH | 545.00 |
| | | LIBERTY NATIONAL LIFE INSURANCE | | GLOBE LIFE AUG 2023 | 651.28 |
| | | AMERITAS LIFE INSURANCE CORP | | DENTAL INV. | 217.76 |
| | | | | TOTAL: | 44,898.57 |
| CITY COUNCIL | GENERAL FUND | CIVIC PLUS | | MUNICODE ELECTRONIC PAGES | 1,342.00 |
| | | LLOYD GOSSELINK ROCHELLE & TOWNSEND, P | | ONCOR FRANCHISE AGMT | 243.00 |
| | | ODP BUSINESS SOLUTIONS, LLC | | PEN INK, FOLDERS, BINDERS | 69.49 |
| | | RYDELL, BRANDT | | ECONOMIC DEVELOPMENT MEETI | 256.76 |
| | | GRANITE MEDIA PARTNERS, INC. DBA: TAYL | | ORDINANCE NO. 2023-30 | 125.50 |
| | | | | ORDINANCE NO. 2023-32 | 125.50 |
| | | VERIZON WIRELESS | | CELL PHONE | 183.00 |
| | | MESSER, FORT, & MCDONALD, PLLC | | SP. COUNCIL,MUD,CCN, | 3,100.00 |
| | | | | SP COUNCIL,MUD,CCN, | 3,855.57 |
| | | | | SP. COUNCIL, MUD #49 | 335.79 |
| | | | | TOTAL: | 9,636.61 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| CITY MANAGEMENT | GENERAL FUND | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 69.93 |
| | | EIGHT20 CONSULTING LLC. DBA: ZACTAX | ZACTAX SUBSCRIPTION SERVIC | 3,000.00 |
| | | LINCOLN | LTD 2023 INV. | 78.40 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,892.97 |
| | | VERIZON WIRELESS | CELL PHONE | 146.73 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 MAINT | 46.06 |
| | | | XER/XWC7845 COLOR COPIES O | 135.63 |
| | | LOPEZ, ROCIO | AUSTIN ETCHING PARKING GAR | 4.00 |
| | | | BASS PRO SHOP & AUSTIN ETC | 88.75 |
| | | COMMUNITY COFFEE COMPANY LLC | COFFEE & SUPPLIES | 25.13 |
| | | BLUETRITON BRANDS, INC. | CITY HALL WATER 5 GALLON B | 3.74 |
| | | | CITY HALL WATER 5 GALLON B | 7.16 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 11.88 |
| | | JODY'S RENTAL INC. DBA: CENTEX RENTALS | TENT RENTAL FOR FARMERS | 1,221.40 |
| | | | TOTAL: | 6,731.78 |
| PUBLIC INFORMATION | GENERAL FUND | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 23.31 |
| | | LINCOLN | LTD 2023 INV. | 16.01 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 630.99 |
| | | TIME WARNER CABLE DBA SPECTRUM | PEG CHL/JLY & AUG PRO | 1,164.62 |
| | | VERIZON WIRELESS | CELL PHONE | 70.32 |
| | | OSBORNE, STACEY FORD | PIO SERVICES FY2022/2023 | 4,692.00 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 COLOR COPIES O | 95.81 |
| | | COMMUNITY COFFEE COMPANY LLC | COFFEE & SUPPLIES | 25.13 |
| | | BLUETRITON BRANDS, INC. | CITY HALL WATER 5 GALLON B | 3.74 |
| | | | CITY HALL WATER 5 GALLON B | 7.16 |
| | | GRANICUS LLC | EASE25 WEB STREAMING | 695.00 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 3.96 |
| | | | TOTAL: | 7,428.05 |
| HUMAN RESOURCES | GENERAL FUND | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 46.62 |
| | | TEXAS DEPARTMENT OF PUBLIC SAFETY | AUG 2023 BACKGROUND SEARCH | 8.00 |
| | | LINCOLN | LTD 2023 INV. | 44.09 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 630.99 |
| | | VERIZON WIRELESS | CELL PHONE | 48.22 |
| | | WEX HEALTH, INC. DBA: WEX | AUG 2023 WEX HEALTH BENEFI | 84.00 |
| | | DEAN THREADGILL DBA: WRAP N SHIP | SHIPPING FOR POLICE EXAMS | 41.80 |
| | | COMPLIANCE ASSOCIATES MANAGEMENT, LP | AUG RANDOM & PRE-EMP/SCREE | 706.00 |
| | | WORKERS ASSISTANCE PROGRAM, INC. | EAP AUGUST 2023 | 295.59 |
| | | HOWARD BRUCE URE DBA: URE CONSULTING, | SGT PROMOTIONAL EXAM | 2,875.00 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 MAINT | 46.07 |
| | | | XER/XWC7845 COLOR COPIES O | 120.49 |
| | | ROSS GANNAWAY, PLLC | LEGAL SERVICES | 880.00 |
| | | COMMUNITY COFFEE COMPANY LLC | COFFEE & SUPPLIES | 25.13 |
| | | BLUETRITON BRANDS, INC. | CITY HALL WATER 5 GALLON B | 3.74 |
| | | | CITY HALL WATER 5 GALLON B | 7.17 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 7.92 |
| | | | TOTAL: | 5,870.83 |
| CITY CLERK | GENERAL FUND | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 46.62 |
| | | LINCOLN | LTD 2023 INV. | 33.61 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,261.98 |
| | | VERIZON WIRELESS | CELL PHONE | 35.16 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 MAINT | 46.06 |
| | | | XER/XWC7845 COLOR COPIES O | 274.38 |
| | | COMMUNITY COFFEE COMPANY LLC | COFFEE & SUPPLIES | 25.13 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | BLUETRITON BRANDS, INC. | CITY HALL WATER 5 GALLON B | 3.75 |
| | | | CITY HALL WATER 5 GALLON B | 7.16 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 7.92 |
| | | | TOTAL: | 1,741.77 |
| FINANCIAL SERVICES | GENERAL FUND | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 139.86 |
| | | LINCOLN | LTD 2023 INV. | 124.94 |
| | | MEEDER PUBLIC FUNDS, INC. DBA: | INVESTMENT SERVICES | 2,000.00 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 3,154.95 |
| | | GRANITE MEDIA PARTNERS, INC. DBA: TAYL | FY 2024 BUDGET | 356.50 |
| | | | HEARING ON TAX INCREASE | 356.50 |
| | | | TAX INCREASE 2022 & 2023 H | 356.50 |
| | | | TAX INCREASE 2022 & 2023 H | 346.50 |
| | | VERIZON WIRELESS | CELL PHONE | 83.38 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 MAINT | 46.07 |
| | | | XER/XWC7845 COLOR COPIES O | 402.55 |
| | | | XPHASER 4622 | 46.95 |
| | | COMMUNITY COFFEE COMPANY LLC | COFFEE & SUPPLIES | 25.13 |
| | | BLUETRITON BRANDS, INC. | CITY HALL WATER 5 GALLON B | 3.74 |
| | | | CITY HALL WATER 5 GALLON B | 7.17 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 23.76 |
| | | | TOTAL: | 7,474.50 |
| MUNICIPAL COURT | GENERAL FUND | AT&T | MUNICIPAL COURT | 224.46 |
| | | ADT SECURITY SERVICES INC | 109 W 5TH SEC/9/1/23-9/30/ | 70.93 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 69.93 |
| | | BRINKS, INC. | BRINKS MONTHLY SERVICES | 835.20 |
| | | | BRINKS MONTHLY SERVICES | 67.58 |
| | | TYLER TECHNOLOGIES, INC | COURT ONLINE | 100.00 |
| | | LINCOLN | LTD 2023 INV. | 36.67 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 232.14 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,892.97 |
| | | ATMOS ENERGY | NATURAL GAS-109 W 5TH ST | 70.87 |
| | | VERIZON WIRELESS | CELL PHONE | 35.16 |
| | | | CELL PHONE | 0.00 |
| | | CINTAS CORP DBA FIRST AID & SAFETY | 109 W 5TH ST/MEDICAL SUPPL | 61.48 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 11.88 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 313.27 |
| | | | TOTAL: | 4,022.54 |
| DEVELOPMENT SERVICES | GENERAL FUND | AMAZON.COM SALES, INC DBA: AMAZON.COM | ERASE BOARD, NOTES, CALEND | 364.68 |
| | | | STORAGE BINS | 3.94 |
| | | | HARD HATS & VESTS | 59.36 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 233.10 |
| | | LEONARD, JENNY REBECCA DBA: LIONHEART | PROJECT # 027-004 DOWNTOW | 2,361.25 |
| | | | PROJECT # 027-004 DOWNTOW | 1,400.00 |
| | | KONVEIO LLC | KONVEIO SITES SUBSCRIPT. | 3,750.00 |
| | | LINCOLN | LTD 2023 INV. | 188.95 |
| | | WATKINS, MICHAEL DEAN DBA: | PZ-2022-1594/2106-15DAVIS | 17,230.64 |
| | | | PZ-2023-1753 #2106-18 | 9,500.00 |
| | | | 1103 CGP-PZ#2023-1652/MWA | 1,500.00 |
| | | | NORTH BB CRK TOWNHOMES | 6,000.00 |
| | | | MASTER AGREEMENT ON-CALL | 680.00 |
| | | PNC BANK NATIONAL ASSOCIATION | TAYLOR SPORTING GOODS TAX | 81.19- |
| | | SHI GOVERNMENT SOLUTIONS | COLIN HARRISON/ADOBE | 30.58 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 5,047.92 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | MATTHEW LEWIS DBA:SIMPLECITY DESIGN LL | SIGN ORDINANCE CONTRACT | 10,000.00 |
| | | GRANITE MEDIA PARTNERS, INC. DBA: TAYL | PZ-2023-1823 | 109.00 |
| | | TRACTOR SUPPLY COMPANY | SUPPLIES-GARDEN CULTIVATOR | 19.99 |
| | | VERIZON WIRELESS | CELL PHONE | 427.38 |
| | | SECRETARY OF STATE DBA: TEXAS SECRETAR | SOS SEARCHES AUGUST 2023 | 12.00 |
| | | HUMPHREYS, JAMES BRENT DBA: MALLARD & | 113 SYMES/ABATEMENT | 175.00 |
| | | | 717 S. MAIN/ABATEMENT | 75.00 |
| | | | 709 S MAIN/ABATEMENT | 125.00 |
| | | | 106 N ROBINSON/ABATEMENT | 75.00 |
| | | | 2200 BREWERS/ABATEMENT | 110.00 |
| | | | 2202 BREWERS/ABATEMENT | 110.00 |
| | | | 2110 BREWERS/ABATEMENT | 110.00 |
| | | | 2008 BREWERS/ABATEMENT | 110.00 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 MAINT | 46.07 |
| | | | XER/XWC7845 COLOR COPIES O | 385.33 |
| | | SOUTH CENTRAL PLANNING & DEV. COMMISSI | MONTHLY FEE LIC. SCPDC | 1,608.33 |
| | | EILEEN MERRIT INC. DBA ATS ENGINEERS, | MONTHLY PLAN REVIEW FEES/ | 5,245.00 |
| | | | MONTHLY PLAN REVIEW FEES/ | 22,865.00 |
| | | COMMUNITY COFFEE COMPANY LLC | COFFEE & SUPPLIES | 25.14 |
| | | BLUETRITON BRANDS, INC. | CITY HALL WATER 5 GALLON B | 3.74 |
| | | | CITY HALL WATER 5 GALLON B | 7.17 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 35.64 |
| | | | TOTAL: | 89,949.02 |
| MAIN STREET PROGRAM 00 | GENERAL FUND | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 46.62 |
| | | LINCOLN | LTD 2023 INV. | 18.32 |
| | | SHI GOVERNMENT SOLUTIONS | ACROBAT PRO DC | 36.70 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,261.98 |
| | | VERIZON WIRELESS | CELL PHONE | 141.55 |
| | | HARRIS, JAN | 8.9.2023 BREAKFAST BITES M | 62.00 |
| | | | HISTORIC PRESERVATION WORK | 96.31 |
| | | | NATIONAL MAIN ST CENTER TR | 270.00 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 MAINT | 46.07 |
| | | | XER/XWC7845 COLOR COPIES O | 284.13 |
| | | COMMUNITY COFFEE COMPANY LLC | COFFEE & SUPPLIES | 25.14 |
| | | MEMBERSHIPWARE LLC | SHOWCASE DOMAIN 8/1-9/30/2 | 138.00 |
| | | BLUETRITON BRANDS, INC. | CITY HALL WATER 5 GALLON B | 3.74 |
| | | | CITY HALL WATER 5 GALLON B | 7.17 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 3.96 |
| | | | TOTAL: | 2,441.69 |
| CD-MOODY MUSEUM | GENERAL FUND | ADT SECURITY SERVICES INC | MOODY SEC/9/1/2023-11/30/2 | 175.98 |
| | | | MOODY SEC/9/2/2023-10/1/20 | 33.25 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 324.63 |
| | | ATMOS ENERGY | NATURAL GAS-114 W 9TH | 68.43 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 439.47 |
| | | | TOTAL: | 1,041.76 |
| PUBLIC LIBRARY | GENERAL FUND | AT&T | LIBRARY | 379.92 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 69.93 |
| | | INGRAM BOOK COMPANY | BOOKS | 96.99 |
| | | | BOOKS | 15.39 |
| | | | BOOKS | 856.77 |
| | | MISCELLANEOUS JANIS NICOLE BARROIS | JANIS NICOLE BARROIS:BOOK | 28.00 |
| | | ABEL RINCON | ABEL RINCON:BOOK RETURNED | 40.00 |
| | | LINCOLN | LTD 2023 INV. | 78.93 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | MAGAZINE SUBSCRIPTIONS | MAGAZINES | 1,326.35 |
| | | ODP BUSINESS SOLUTIONS, LLC | LABEL TAPE & COPY PAPER | 229.56 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 1,318.20 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,261.98 |
| | | ATMOS ENERGY | NATURAL GAS-801 VANCE ST | 70.89 |
| | | UNUM LIFE INS CO OF AMERI | TERM AUDRA COX | 1.00- |
| | | VERIZON WIRELESS | CELL PHONE | 35.16 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | LIBRARY MAINTENANCE FEE | 41.25 |
| | | CHARTER COMMUNICATIONS HOLDINGS, LLC D | LIBRARY INTERNET | 2,421.36 |
| | | CINTAS CORP DBA FIRST AID & SAFETY | LIBRARY/MEDICAL CABINET | 86.12 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 11.88 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 1,757.77 |
| | | | TOTAL: | 10,125.45 |
| FIRE DEPARTMENT | GENERAL FUND | AT&T | CITY HALL (CIVIL DEF) | 45.38 |
| | | | VICTORIA STATION | 136.88 |
| | | | FIRE DEPT | 190.84 |
| | | AMAZON.COM SALES, INC DBA: AMAZON.COM | MONOCLES | 29.90 |
| | | | FUEL GEL FOR MEMORIAL | 65.73 |
| | | | OFFICER I BOOKS | 257.94 |
| | | | CLAMPS | 8.96 |
| | | | KITCHEN SUPPLIES | 23.98 |
| | | | WATER HOSE | 49.99 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 559.44 |
| | | AUGUST INDUSTRIES INC. | ANNUAL SERVICE | 620.10 |
| | | CULBERTSON, AARON | TRAINING MEALS | 53.32 |
| | | BOUND TREE MEDICAL LLC | MEDICAL SUPPLIES | 835.66 |
| | | | MEDICAL SUPPLIES | 142.74 |
| | | HARRALSON, AARON | TRAINING MEALS | 48.55 |
| | | THE FIRE CENTER DBA: FUEGO INTERNATION | ANNUAL CLEANING/REPAIRING | 5,132.46 |
| | | LINCOLN | LTD 2023 INV. | 407.74 |
| | | MOSS & MOSS INC. #7000 | PIGTAILS FOR APPARATUS | 28.75 |
| | | ODP BUSINESS SOLUTIONS, LLC | PAPER & RED TOP | 47.90 |
| | | | BUSINESS CARD HOLDER | 8.99 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 1,070.25 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 14,512.77 |
| | | ATMOS ENERGY | NATURAL GAS-200 WASHBURN S | 89.68 |
| | | | NATURAL GAS-705 CARLOS PAR | 79.88 |
| | | VERIZON WIRELESS | CELL PHONES | 241.08 |
| | | | DATA CARDS | 645.83 |
| | | MCCOY'S BUILDING SUPPLY | PARTS FOR PAT | 29.39 |
| | | HAYDAY, INC. DBA: CTWP | FD MONTHLY COPIER AGREEMEN | 53.16 |
| | | AT&T U-VERSE | FD INTERNET/CABLE | 229.98 |
| | | SELLEARS, BRANDON | TRAINING MEALS | 49.21 |
| | | | INTERMEDIATE FIREFIGHTER C | 87.17 |
| | | SIMS, TIMOTHY E DBA: S & S SOUND SOLUT | SOUND SYSTEM FOR 9/11 | 100.00 |
| | | COZZENS, BRIAN | TRAINING MEALS | 49.15 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 95.04 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 1,361.60 |
| | | WATERS, LORI T. | 9/11 BAGPIPE PLAYER | 500.00 |
| | | | TOTAL: | 27,889.44 |
| POLICE DEPARTMENT | GENERAL FUND | AT&T | POLICE DEPT POT LINE | 53.72 |
| | | | POLICE DEPT | 227.64 |
| | | | INTERNET | 1,631.66 |
| | | AMAZON.COM SALES, INC DBA: AMAZON.COM | VOCA CHAIR | 206.80 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 885.78 |
| | | | ADD RYAN FLAKE | 23.31 |
| | | | ADJ. A.MOREHOUSE/EMP/CHILD | 32.45- |
| | | | ADD KYLE RAY | 23.31 |
| | | | ADD KOLTON WHISENANT | 23.31 |
| | | CENTRAL TEXAS COLLEGE | RAY/FLAKE-BPOC COURSE FEES | 220.00 |
| | | TEXAS DEPARTMENT OF INFORMATION RESOUR | FY23 DISPATCH CIRCUIT | 413.28 |
| | | G T DISTRIBUTORS, INC | WHISENANT/FORCE ON FORCE A | 389.90 |
| | | | NA RESCUE COMBAT X20 | 602.00 |
| | | | FY23 UNIFORMS | 234.48 |
| | | | FY23 UNIFORMS | 147.25 |
| | | | FY23 UNIFORMS | 82.00 |
| | | | FY23 UNIFORMS | 130.67 |
| | | | FY23 UNIFORMS | 12.50 |
| | | | FY23 UNIFORMS | 104.98 |
| | | | FY23 UNIFORMS | 290.96 |
| | | | FY23 UNIFORMS | 12.00 |
| | | LINCOLN | LTD 2023 INV. | 716.81 |
| | | PITNEY BOWES GLOBAL FINANCIAL SERVICES | POSTAGE MACHINE LEASE | 178.80 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 1,029.66 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 23,977.62 |
| | | | TERM EMP/FAMILY-MOREHOUSE | 11,837.04- |
| | | | ADD EMP/CHILD -MOREHOUSE | 7,372.64 |
| | | TIME WARNER CABLE DBA SPECTRUM | PD INTERNT/CABLE AUGUST 20 | 343.45 |
| | | VERIZON WIRELESS | CELL PHONES | 651.60 |
| | | | CELL PHONES - VOCA COORDIN | 40.18 |
| | | | CELL PHONES - VOCA VOLUNTE | 40.18 |
| | | | MIFI-VOCA COORDINATOR | 37.99 |
| | | | DATA CARDS | 569.85 |
| | | ON TECH, LLC DBA: IT VOICE | FY23 IT SUPPORT ANNUAL | 7,605.52 |
| | | SECURITAS TECHNOLOGY CORPORATION | KEYSCAN BOX MAINT- SEPT 20 | 60.79 |
| | | LANGUAGE LINE SERVICES DBA: LANGUAGELI | AUG23-LANGUAGE LINE SERVIC | 88.30 |
| | | AVAYA FINANCIAL SERVICES | PD SOFTWARE | 355.49 |
| | | KONICA MINOLTA PREMIER FINANCE | PATROL COPIER LEASE FY23 | 170.00 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 150.48 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 1,161.35 |
| | | | TOTAL: | 38,396.77 |
| ANIMAL CONTROL | GENERAL FUND | AT&T | ANIMAL CONTROL | 153.90 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 69.93 |
| | | EVINS GROUP LLC DBA: OPENWORK | F23 ACO KENNEL TECHS | 986.00 |
| | | | F23 ACO KENNEL TECHS | 986.00 |
| | | | F23 ACO KENNEL TECHS | 986.00 |
| | | | FY23 ACO KENNEL TECHS | 986.00 |
| | | LINCOLN | LTD 2023 INV. | 33.23 |
| | | PNC BANK NATIONAL ASSOCIATION | ALLIVET | 100.00- |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 419.28 |
| | | | ACO TEMP BUILDING ELECTRIC | 7.86 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,892.97 |
| | | VERIZON WIRELESS | CELL PHONE | 118.54 |
| | | KONICA MINOLTA PREMIER FINANCE | ACO COPIER LEASE | 170.00 |
| | | GRANGER VETERINARY HOSPITAL, LLC | VETERINARY SERVICES | 65.00 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 11.88 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 633.06 |
| | | | TOTAL: | 7,419.65 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| STREETS & GROUND MAINT | GENERAL FUND | AT&T | PUBLIC WORKS | 289.40 |
| | | AMAZON.COM SALES, INC DBA: AMAZON.COM | ST,GR/2024 CALENDARS | 131.01 |
| | | | ST,GR/SAFETY GLASSES | 89.99 |
| | | | ST,GR/ELECTROLYTE DRINK PA | 25.99 |
| | | | ST,GR/HI VIS SHIRTS-C. LOP | 39.55 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 349.65 |
| | | CENTERLINE SUPPLY, INC | ST,GR/PERMA PATCH | 988.20 |
| | | DOBIE SUPPLY LLC | NO THRU TRUCKS-AVERY GLEN | 87.00 |
| | | GRAINGER, W. W. INC. | ST,GR/ASPHALT RAKE & SHOVE | 398.68 |
| | | HEART OF TEXAS LANDSCAPE & IRRIGATION | IRRIG REPAIR-510 S MAIN ST | 532.00 |
| | | | FY23 MOWING/PARK/FACILITY | 20,089.54 |
| | | | 212 N MAIN/IRRIGATION REPA | 520.00 |
| | | PROGRESSIVE WASTE SOLUTIONS DBA WC OF | (2) 20 YD RO; (2) 40 YD RO | 1,231.78 |
| | | THE LEVY COMPANY, INC. | INSTALL NEW SCHOOL ZONE | 13,650.00 |
| | | LINCOLN | LTD 2023 INV. | 211.61 |
| | | MOSS & MOSS INC. #4000 | ST,GR/SCHL ZONE PREP-BLUE | 18.87 |
| | | | GROUNDS CREW-CADDY&SCOUR P | 17.94 |
| | | | ST,GR/SCHL ZN PREP-BLUE TA | 50.33 |
| | | | ST,GR/BILL PICKETT SCHOOL | 26.96 |
| | | | ST,GR/BILL PICKETT SCHOOL | 32.37 |
| | | | ST,GR/#575 TOOL SET | 70.18 |
| | | | ST,GR/LOCKS FOR MESSAGE BO | 40.47 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 4,645.05 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 8,833.86 |
| | | | ADD NICHOLAS HARRISON | 630.99 |
| | | ATMOS ENERGY | NATURAL GAS-1424 N MAIN ST | 68.43 |
| | | VERIZON WIRELESS | CELL PHONE | 378.72 |
| | | | GATEWAY SIGN | 37.99 |
| | | MCCOY'S BUILDING SUPPLY | CEMENT-CURBS AT FIRE DEPT. | 29.74 |
| | | | 1620 W 4TH ST-DRIVEWAY REP | 60.78 |
| | | | RET-1620 W 4TH DRIVEWAY RE | 13.34- |
| | | | 1620 W 4TH ST-DRIVEWAY REP | 69.86 |
| | | SOIL EXPRESS, LTD | 75 CY ECOKID EXPRESS | 4,414.80 |
| | | HAYDAY, INC. DBA: CTWP | MAINTENANCE AGMT 2023 | 80.16 |
| | | YELLOWSTONE LANDSCAPE CENTRAL, INC. | FY 23 ROW MOWING | 3,931.80 |
| | | ARROW MAGNOLIA INTERNATIONAL, INC. | ST,GR/CLEANER & DISINFECTA | 223.11 |
| | | AVAYA FINANCIAL SERVICES | CAMERA SYSTEM | 167.58 |
| | | COMMUNITY COFFEE COMPANY LLC | ST,GR/COFFEE SERVICES | 117.90 |
| | | SANCHEZ, JAMIE DBA: JAY'S TREE SERVICE | 812 BURKETT/TREE REMOVAL | 850.00 |
| | | | 807 W 6TH ST/TREE REMOVAL | 950.00 |
| | | UNIFIRST HOLDINGS INC | ST,GR/UNIFORM RENTAL | 212.30 |
| | | | ST,GR/UNIFORM RENTAL | 244.20 |
| | | | ST,GR/UNIFORM RENTAL | 244.20 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 59.40 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 16,807.57 |
| | | | TOTAL: | 81,936.62 |
| PARKS & RECREATION | GENERAL FUND | AT&T | PARKS & REC | 51.56 |
| | | ADT SECURITY SERVICES INC | TRPSC SEC/9/17-12/16/2023 | 140.37 |
| | | AMAZON.COM SALES, INC DBA: AMAZON.COM | COPY PAPER & HOLE PUNCHERS | 61.98 |
| | | | DG RUGS FRAME | 257.56 |
| | | | 2024 WALL CALENDAR | 39.90 |
| | | | SOAP DISPENSER | 108.71 |
| | | | TRPSC/OFFICE PENS | 19.87 |
| | | | IRRIGATION FITTINGS | 54.95 |
| | | | FITNESS CLASS HEADSET&MICR | 348.00 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | SAFETY SUPPLIES/EARPLUGS,L | 133.73 |
| | | | CORDLESS BLOWER | 91.93 |
| | | | MEMORIAL FIELD TRASH CANS | 260.00 |
| | | | KID FISH RULER & MEGAPHONE | 57.14 |
| | | | TRPSC/IRRIGATION ROTOR | 200.92 |
| | | | OFFICE CREDENZA | 214.99 |
| | | | SPRINKLER HEADS | 213.10 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 186.48 |
| | | BETA TECHNOLOGY, INC | WASP & HORNET SPRAY | 219.08 |
| | | BSN SPORTS | SOCCER GOALS | 2,959.99 |
| | | FERGUSON ENTERPRISES, LLC. | TRASH BAGS & PINESOL | 193.09 |
| | | HEART OF TEXAS LANDSCAPE & IRRIGATION | MEMORIAL FIELD FERTILIZER& | 345.00 |
| | | | IRRIGATION REPAIR BLANKET | 1,346.00 |
| | | MISCELLANEOUS APRIL GREEN | APRIL GREEN:FITNESS CLASSE | 540.00 |
| | | LINCOLN | LTD 2023 INV. | 120.43 |
| | | FERGUSON FACILITIES SUPPLY #61 | TRP JANITORIAL SUPPLIES | 2,816.82 |
| | | | TRP JANITORIAL SUPPLIES | 66.04 |
| | | MICHAEL C. PESCHEL | DJ AUG 2023 MOVIES IN THE | 350.00 |
| | | MOBILE MINI, INC | MOBILE MINI 8/22/23-9/20/2 | 102.00 |
| | | MOSS & MOSS INC. #5000 | PAINTING SUPPLIES | 46.07 |
| | | | PAINTING SUPPLIES | 21.55 |
| | | | SUPPLIES ROTOR | 35.98 |
| | | | MISC SUPPLIES/TAPE, SPRAYE | 22.18 |
| | | | MISC SUPPLIES KEYS FTG NOZ | 47.24 |
| | | | MISC SUPPLIES/ADAPTERS | 5.90 |
| | | | MISC SUPPLIES/ROPE | 48.54 |
| | | | MISC SUPPLIES/BLADE, RISER | 98.75 |
| | | | MISC SUPPLIES/COUPLING, NO | 14.40 |
| | | | PVC & FITTINGS | 9.24 |
| | | L AND O SERVICES, LLC DBA: PAUL'S POOL | POOLIFE TURBO SHOCK | 197.94 |
| | | | POOLIFE TURBOBLU CLARIFIER | 50.97 |
| | | | LIQUID CHLORINE | 179.80 |
| | | | LIQUID CHLORINE | 143.84 |
| | | PROGRESSIVE COMMERCIAL AQUATIC, INC. | SPLASH PAD REPAIRS JUNE | 1,670.00 |
| | | | SPLASH PAD REPAIRS JUNE | 1,455.00 |
| | | | CHEMICALS/POOL & SPLASH | 235.00 |
| | | | CHEMICALS/POOL & SPLASH | 562.50 |
| | | | SPLASH PAD REPAIRS | 4,390.00 |
| | | | CHEMICALS/POOL & SPLASH | 4,471.50 |
| | | | CHEMICALS/POOL & SPLASH | 4,179.00 |
| | | | SPLASH PAD REPAIRS | 3,080.00 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 3,295.05 |
| | | YOUNG MEN'S CHRISTIAN ASSOCIATION OF C | 2023 SUMMER POOL MGMNT | 31,923.83 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 5,678.91 |
| | | | ADD RUBY FISHER | 630.99 |
| | | | ADD CALEB ROBERTSON | 630.99 |
| | | TEXAS HISTORICAL COMMISSION | ROBINSON PARK HIST MARKER | 1,450.00 |
| | | TIME WARNER CABLE DBA SPECTRUM | DICKEY GIVENS INTERNET | 99.99 |
| | | | FIELD HOUSE INTERNET | 110.08 |
| | | ATMOS ENERGY | NATURAL GAS-1418 DAVIS ST | 78.50 |
| | | | NATURAL GAS-1418 DAVIS ST | 74.07 |
| | | ULINE, INC. | SHELVING UNIT FOR EQUIPMEN | 588.99 |
| | | UNUM LIFE INS CO OF AMERI | ADD CALEB ROBERTSON | 0.91 |
| | | VERIZON WIRELESS | CELL PHONE | 214.98 |
| | | | IPAD | 37.99 |
| | | WAYNE GING PLUMBING, LLC | HERITAGE/REPAIR WATER LEAK | 243.00 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | TRP SOCCER RESTROOM REPAIR | 561.00 |
| | | WHITTLESEY LANDSCAPE SUPPLIES & RECYCL | TRPSC/LANDSCAPING MIX | 355.30 |
| | | | TRPSC/LANDSCAPING MIX | 355.30 |
| | | | TRPSC/LANDSCAPING MIX | 536.96 |
| | | | LANDSCAPE MIX | 476.96 |
| | | | TRPSC/LANDSCAPING MIX | 620.09 |
| | | MCCOY'S BUILDING SUPPLY | TRPSC FAC/PUMP SPRAYER | 131.87 |
| | | | BUBBLERS | 12.53 |
| | | | TRP TRIMMERS & BLOWER | 1,049.97 |
| | | | MISC SUPPLIES/FITTINGS ADA | 15.09 |
| | | | PVC PIPE & FITTINGS | 47.48 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 COLOR COPIES O | 29.66 |
| | | | TRPSC/XEROX SERVICE9/1-9/3 | 37.15 |
| | | LIGHTNING PREDICTION SALES & SERVICES, | LIGHTNING PREDICTION QUART | 350.00 |
| | | TRUGREEN LIMITED PARTNERSHIP | TRP LATE SUMMER LAWN CARE | 2,060.00 |
| | | AVAYA FINANCIAL SERVICES | TRPSC/PHONE SYSTEM | 121.60 |
| | | | CAMERA SYSTEM | 167.58 |
| | | R & G WINDOW CLEANING, LLC | JANITORIAL AT DICKEY - LB | 217.00 |
| | | NORTHWEST CASCADE INC DBA HONEY BUCKET | ANNUAL PORTAPOTTY MEMORI | 145.00 |
| | | JONES, GERALD R. | PARK MENTOR 6/8/2023-8/11/ | 487.80 |
| | | FLORES PEREZ, JOSE LUIS | PARK MENTOR 6/5/2023-8/11/ | 700.00 |
| | | RCCS, INC. DBA: EMPIRE SEED TURF & IRR | SOD CUTTER,163 CC HONDA | 5,382.00 |
| | | GA & H LLC DBA: CENTEX JUMP & PARTY RE | 8.11.23 WATER SLIDE MOVIE | 920.63 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 35.64 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 6,527.55 |
| | | | TOTAL: | 98,867.48 |
| INTERNAL SERVICES/BLDG | GENERAL FUND | AT&T | CITY HALL FAX | 621.75 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 69.93 |
| | | FERGUSON ENTERPRISES, LLC. | TISSUE & HAND TOWELS | 232.11 |
| | | | TRASH BAGS & TISSUE | 123.33 |
| | | GULF COAST PAPER CO. INC. | (1) CASE SPRAY BOTTLES | 28.60 |
| | | | 39X56 SILVER LINER TRASH B | 61.98 |
| | | KRUSE, KELLY D DBA KRUSE ELECTRIC SER | LIBRARY/2) F21T5 BALLAST | 139.90 |
| | | LINCOLN | LTD 2023 INV. | 64.64 |
| | | MOSS & MOSS INC. #6000 | POLICE DEP/REPLACE EXHAUST | 22.49 |
| | | | MURPHY PARK TOILET KIT | 25.19 |
| | | | CITY HALL PAINT | 27.89 |
| | | | CITY HALL/SPACKLING | 7.19 |
| | | | MURPHY PARK TOILET KIT | 25.19 |
| | | | CITY HALL /MENS RESTROOM P | 15.25 |
| | | | CITY HALL/CAULK MEN'S REST | 5.02 |
| | | | BLDG MAINT SHOP/BROOM&BATT | 26.07 |
| | | | BLDG MAINT/AIR FILTER STOC | 13.46 |
| | | | POLICE DEPT/FLAG CLIP | 16.18 |
| | | | ACO/SHELVING | 48.01 |
| | | | ACO/SHELVING | 19.14 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 1,746.08 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,892.97 |
| | | | TERM ROSALIA MORENO | 630.99- |
| | | ATMOS ENERGY | NATURAL GAS-400 PORTER ST | 71.69 |
| | | UNUM LIFE INS CO OF AMERI | TERM ROSALIA MORENO | 95.24- |
| | | VERIZON WIRELESS | CELL PHONE | 150.66 |
| | | VIC'S HEAT & AIR | PD/WASH & CLEAN A/C COILS | 830.00 |
| | | | UTILI&PW/WASH & CLEAN AC | 422.00 |
| | | | FIRS STAT/WASH & CLEAN AC | 830.00 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | SEWER PLA/WASH & CLEAN AC | 588.00 |
| | | | LIBRARY/WASH & CLEAN AC | 1,130.00 |
| | | | FIRE PUMP/WASH & CLEAN AC | 185.00 |
| | | | TRPSC/WASH & CLEAN AC | 370.00 |
| | | MCCOY'S BUILDING SUPPLY | TRPSC/MAILBOX INSTALL | 6.91 |
| | | | FB FIELD PRESSBOX AIR GRIL | 19.68 |
| | | SPARKLETTS & SIERRA SPRINGS | COOLER RENTAL | 20.97 |
| | | ALL STARR TERMITE & PEST CONTROL | FY23 ANNUAL PEST CONTROL | 1,079.00 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 COLOR COPIES O | 41.27 |
| | | QUADIENT LEASING USA, INC. | CITY HALL POSTAGE LEASE | 669.75 |
| | | TRI-POINT REFRIGERATION, INC. | CITY HALL/ICE MACHINE REPA | 640.74 |
| | | CINTAS CORP DBA FIRST AID & SAFETY | CITY HALL/MEDICAL CABINET | 43.19 |
| | | SHARCO TECHNOLOGIES, INC. | CH AUDITORIUM/INSTALL CAME | 500.00 |
| | | AVAYA FINANCIAL SERVICES | CAMERA SYSTEM | 167.59 |
| | | COMMUNITY COFFEE COMPANY LLC | COFFEE & SUPPLIES | 25.14 |
| | | UNIFIRST HOLDINGS INC | CITY HALL MATS | 22.43 |
| | | | MATS-UTILITY MAINTENANCE | 3.84 |
| | | | 1424 N MAIN MATS | 13.31 |
| | | | FIRE #1 MATS | 8.76 |
| | | | MUNICIPAL COURT MATS | 14.60 |
| | | | FIRE #2 MATS | 6.84 |
| | | | MATS-UTILITY MAINTENANCE | 4.38 |
| | | | CITY HALL MATS | 22.43 |
| | | | MATS-UTILITY MAINTENANCE | 3.84 |
| | | | 1424 N MAIN ST.- MATS | 13.31 |
| | | | FIRE #1 MATS | 8.76 |
| | | | FIRE #2 MATS | 6.84 |
| | | | MATS-UTILITY MAINTENANCE | 3.84 |
| | | | 1424 N MAIN- MATS | 13.31 |
| | | | FIRE #1 MATS | 8.76 |
| | | | FIRE #2 MATS | 6.84 |
| | | BLUETRITON BRANDS, INC. | CITY HALL WATER 5 GALLON B | 3.74 |
| | | | CITY HALL WATER 5 GALLON B | 7.16 |
| | | AMBASSADOR SERVICES, LLC. | CH/LIBRARY JANITORIALSVCS | 1,706.65 |
| | | | CH/PD/LIB JANITORIAL | 2,803.60 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 15.84 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 2,022.76 |
| | | | TOTAL: | 19,019.57 |
| INTERNAL SVC/ I T DEPT | GENERAL FUND | AT&T | INTERNET | 1,631.66 |
| | | TIME WARNER CABLE DBA SPECTRUM | CABLE | 70.35 |
| | | ON TECH, LLC DBA: IT VOICE | UTILITY MAINT NEW COMP SET | 250.00 |
| | | | CYLANCE SOFTWARE LIC | 630.00 |
| | | | FY23 IT MANAGED SUPPORT | 14,364.30 |
| | | AVAYA FINANCIAL SERVICES | CITY WIDE PHONE/LEAS | 2,344.50 |
| | | | TOTAL: | 19,290.81 |
| NON-DEPARTMENTAL | GENERAL FUND | MOSS & MOSS INC. #7050 | PUBLIC ARTS PASTEL PAINT | 9.44 |
| | | SCOTT & WHITE HEALTHCARE | RETIREES | 2,523.96 |
| | | HART COMPONENTS LLC | Q3 2023 SALES TAX REBATE | 23,996.41 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 15.84 |
| | | | TOTAL: | 26,545.65 |
| TIF EXPENDITURES | TIF (TAX INCREMENT | DEVELOPMENT PLANNING & FINANCING GROUP | TIF & TIRZ PREPERATION & | 3,110.00 |
| | | | TIF & TIRZ PREPERATION & | 1,543.77 |
| | | | TIF & TIRZ PREPERATION & | 53.75 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | TIF & TIRZ PREPERATION & | 1,985.02 |
| | | | TOTAL: | 6,692.54 |
| HOTEL/MOTEL TAX | HOTEL/MOTEL FUND | ARSENAL ADVERTISING LLC DBA: ARSENAL | TAYLOR MADE ADS FY22/23 | 4,863.41 |
| | | | TOTAL: | 4,863.41 |
| CONTRIBUTE CIVIC PROGR | MAIN STREET REVENU | MISCELLANEOUS LARRY REID | LARRY REID:FACADE GRANT | 5,000.00 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 COLOR COPIES O | 5.81 |
| | | JODY'S RENTAL INC. DBA: CENTEX RENTALS | TENT RENTAL FOR FARMERS | 1,221.40 |
| | | | TOTAL: | 6,227.21 |
| I & S PAYMENT ACCOUNTS | I & S FOR G O BOND | BANK OF AMERICA NA | CO SERIES 2007 | 100,000.00 |
| | | | CO SERIES 2007 | 44,047.37 |
| | | JP MORGAN CHASE BANK-GO REF 2015 | GO REF 2015 | 375,000.00 |
| | | | GO REF 2015 | 11,803.90 |
| | | THE BANK OF NEW YORK MELLON | GO REF BOND 2021 PAYING AG | 750.00 |
| | | | TAX & REV CO 2018 PAYING A | 750.00 |
| | | | CO SERIES 2022 | 85,000.00 |
| | | | CO SERIES 2022 | 218,955.51 |
| | | | GO REF BONDS 2016 | 58,905.54 |
| | | | GO REF BONDS 2017 | 85,000.00 |
| | | | GO REF BONDS 2017 | 20,101.22 |
| | | | GO REF BONDS 2021 | 845,000.00 |
| | | | GO REF BONDS 2021 | 34,792.50 |
| | | | COMBINATION TAX REV CO 201 | 100,000.00 |
| | | | COMBINATION TAX REV CO 201 | 16,992.09 |
| | | | COMBINATION TAX REV CO 201 | 475,000.00 |
| | | | COMBINATION TAX REV CO 201 | 55,800.00 |
| | | | COMBINATION TAX REV CO 201 | 395,000.00 |
| | | | COMBINATION TAX REV CO 201 | 142,781.03 |
| | | WILMINGTON TRUST, NA | CO SERIES 2023 PAYING AGEN | 300.00 |
| | | | TAX & REVENUE CO SERIES 20 | 25,000.00 |
| | | | TAX & REVENUE CO SERIES 20 | 54,800.00 |
| | | WEBSTER BANK, N.A. | LTN SERIES 2022 | 95,000.00 |
| | | | LTN SERIES 2022 | 73,751.25 |
| | | | TOTAL: | 3,314,530.41 |
| I & S PAYMENT ACCOUNTS | I&S UTILITY CO'S & | BANK OF AMERICA NA | CO SERIES 2006 | 510,000.00 |
| | | | CO SERIES 2006 | 54,512.50 |
| | | | CO SERIES 2007 | 690,000.00 |
| | | | CO SERIES 2007 | 73,820.88 |
| | | JP MORGAN CHASE BANK-GO REF 2015 | GO REF 2015 | 245,000.00 |
| | | | GO REF 2015 | 9,399.45 |
| | | THE BANK OF NEW YORK MELLON | CO SERIES 2022 | 225,000.00 |
| | | | CO SERIES 2022 | 187,722.62 |
| | | | GO REF BONDS 2016 | 101,294.46 |
| | | | GO REF BONDS 2017 | 75,000.00 |
| | | | GO REF BONDS 2017 | 24,498.78 |
| | | | GO REF BONDS 2021 | 195,000.00 |
| | | | GO REF BONDS 2021 | 2,707.50 |
| | | | COMBINATION TAX REV CO 201 | 30,000.00 |
| | | | COMBINATION TAX REV CO 201 | 32,371.39 |
| | | | COMBINATION TAX REV CO 201 | 120,000.00 |
| | | | COMBINATION TAX REV CO 201 | 81,118.97 |
| | | | TOTAL: | 2,657,446.55 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| AIRPORT CO'S-I&S ACCOU | I & S FOR AIRPORT | THE BANK OF NEW YORK MELLON | COMBINATION TAX REV CO 201 | 70,000.00 |
| | | | COMBINATION TAX REV CO 201 | 18,686.52 |
| | | | TOTAL: | 88,686.52 |
| HOME PROGRAM-TDHCA | GENERAL CAPITAL IM | WM F FOREST & FOREST SURVEYING & MAPPI | 1908 W. 3RD SURVEY/HOME | 1,800.00 |
| | | LONGHORN TITLE COMPANY, INC. | 307 W PECAN CLOSING COSTS | 1,455.66 |
| | | | 1404 BURNS BLVD CLOSING CO | 1,598.66 |
| | | | 802 PORTER CLOSING COSTS | 1,598.66 |
| | | FARMERS INSURANCE | 1404 BURNS BLVD INSURANCE | 1,034.00 |
| | | | 307 W PECAN ST INSURANCE | 478.00 |
| | | | 302 EDMOND INSURANCE | 869.00 |
| | | | 802 PORTER ST INSURANCE | 738.00 |
| | | | TOTAL: | 9,571.98 |
| 2019 GO BONDS PROJECTS | GENERAL CAPITAL IM | ROSS MOLINA OLIVEROS, P.C. | SCOTT FAMILY LEGAL SRVS | 2,705.00 |
| | | | SCOTT FAMILY LEGAL SRVS | 2,530.00 |
| | | MESSER, FORT, & MCDONALD, PLLC | MORENO (LIT) JUSTICE CTR | 678.02 |
| | | | MORENO (LIT) JUSTICE CTR | 500.00 |
| | | | MORENO (LIT) JUSTICE CTR | 6,732.97 |
| | | | MORENO (LIT) JUSTICE CTR | 1,062.50 |
| | | | TOTAL: | 14,208.49 |
| DRAINAGE IMPROVEMENTS | MDUS IMPROVEMENT P | HDR ENGINEERING INC | TO # 1 PROFESSIONAL ENG. | 9,406.22 |
| | | GRANITE MEDIA PARTNERS, INC. DBA: TAYL | MITIGATION CDBG BLOCK GRAN | 230.00 |
| | | | MITIGATION CDBG BLOCK GRAN | 220.00 |
| | | | MUSTANG CREEK DETENT POND | 1,330.00 |
| | | | TOTAL: | 11,186.22 |
| NON-DEPARTMENTAL | TRANSPORTATION FUN | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 34.92 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 290.59 |
| | | UNUM LIFE INS CO OF AMERI | UNUM LIFE INS. PAYABLE | 3.28 |
| | | WEX HEALTH, INC. DBA: WEX | 38705 FSA | 50.00 |
| | | | 38705 FSA | 50.00 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 3.96 |
| | | | TOTAL: | 432.75 |
| TRANSPORTATION | TRANSPORTATION FUN | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 69.93 |
| | | LINCOLN | LTD 2023 INV. | 30.08 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,261.98 |
| | | | TERM JACOB TURNER | 630.99- |
| | | UNUM LIFE INS CO OF AMERI | TERM JACOB TURNER | 29.30- |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 11.88 |
| | | | TOTAL: | 713.58 |
| NON-DEPARTMENTAL | MUNICIPAL DRAINAGE | PRE-PAID LEGAL SERVICES, INC. DBA LEGA | PRE-PAID LEGAL AUG.2023 | 27.90 |
| | | INTERNATIONAL CITY MANAGEMENT ASSOC RE | PLAN ID 307325-CONTRIBUTOR | 10.00 |
| | | | PLAN ID 307325-CONTRIBUTOR | 10.00 |
| | | | TOTAL: | 47.90 |
| MUNICIPAL DRAINAGE | MUNICIPAL DRAINAGE | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 46.62 |
| | | | TERM NICHOLAS SHIPLEY | 23.31- |
| | | HDR ENGINEERING INC | TO # 35 DRAINAGE MASTER | 55,958.55 |
| | | LINCOLN | LTD 2023 INV. | 24.77 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,261.98 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 11.88 |
| | | | TOTAL: | 57,280.49 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| NON-DEPARTMENTAL | SANITATION FUND | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS | SALES&USE TAX ENDING 07/31 | 9,377.44 |
| | | | TOTAL: | 9,377.44 |
| NON-DEPARTMENTAL | PUBLIC UTILITIES F | AFLAC | AFLAC AUG.2023 INVOICE | 67.61 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 139.68 |
| | | NATIONWIDE RETIREMENT SOLUTIONS | 457B DEF COMP PLAN | 60.00 |
| | | | 457B DEF COMP PLAN | 60.00 |
| | | | 457B DEF COMP PLAN | 60.00 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,576.81 |
| | | TML INTERGOVERNMENTAL | CLAIM LB 151817 WRONG AMOU | 622.39 |
| | | UNUM LIFE INS CO OF AMERI | UNUM LIFE INS. PAYABLE | 104.19 |
| | | INTERNATIONAL CITY MANAGEMENT ASSOC RE | PLAN ID 307325-CONTRIBUTOR | 25.00 |
| | | | PLAN ID 307325-CONTRIBUTOR | 25.00 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 19.80 |
| | | | TOTAL: | 2,760.48 |
| UTILITIES ADMINISTRATI | PUBLIC UTILITIES F | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 139.86 |
| | | | TERM A. NICOLE LUNA | 23.31- |
| | | BRINKS, INC. | BRINKS MONTHLY SERVICES | 1,510.45 |
| | | | BRINKS MONTHLY SERVICES | 51.11 |
| | | DATAPROSE LLC | POSTAGE | 4,139.17 |
| | | | LATE & REGULAR BILLS | 1,142.64 |
| | | TYLER TECHNOLOGIES, INC | WEBSITE MAINTENANCE | 50.00 |
| | | | UTILITY BILLING ONLINE | 220.00 |
| | | LINCOLN | LTD 2023 INV. | 64.93 |
| | | ODP BUSINESS SOLUTIONS, LLC | PAPER, STAPLES, LETTER OPE | 109.02 |
| | | | UB TECH'S TONER | 187.95 |
| | | | CALCULATOR RIBBON | 11.98 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 3,785.94 |
| | | VERIZON WIRELESS | CELL PHONE | 118.54 |
| | | | AIRCARD | 37.99 |
| | | DAHILL DBA: XEROX BUSINESS SOLUTIONS S | XER/XWC7845 COLOR COPIES O | 298.85 |
| | | COMMUNITY COFFEE COMPANY LLC | COFFEE & SUPPLIES | 25.13 |
| | | BLUETRITON BRANDS, INC. | CITY HALL WATER 5 GALLON B | 3.74 |
| | | | CITY HALL WATER 5 GALLON B | 7.16 |
| | | HIBBS, TRACY | UTILITY BILLING MNGMNT | 1,158.60 |
| | | | UTILITY BILLING MNGMNT | 1,068.60 |
| | | | UTILITY BILLING MNGMNT | 1,068.60 |
| | | | UTILITY BILLING MNGMNT | 884.90 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 27.72 |
| | | | TOTAL: | 16,089.57 |
| WASTEWATER TREATMENT | PUBLIC UTILITIES F | AUSTIN ARMATURE WORKS, LP | REPLACE PUMP MOTOR | 1,440.00 |
| | | | REPLACE PUMP MOTOR | 5,413.17 |
| | | | REPLACE 2 REUSE PUMPS/ | 49,983.18 |
| | | AT&T | WASTE WATER | 89.46 |
| | | AMAZON.COM SALES, INC DBA: AMAZON.COM | T-SHIRTS | 340.05 |
| | | | VENTILATORS | 329.98 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 116.55 |
| | | BETA TECHNOLOGY, INC | TEXAS TOWELS | 241.25 |
| | | PROGRESSIVE WASTE SOLUTIONS DBA WC OF | (9) 20 YD SLUDGE | 4,365.45 |
| | | LINCOLN | LTD 2023 INV. | 72.06 |
| | | MOSS & MOSS INC. #6000 | WWTP MISC HARDWARE | 28.33 |
| | | PNC BANK NATIONAL ASSOCIATION | TEEX REFUND | 435.00- |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 18,248.63 |
| | | RISE SKYBEAM/JAB BROADBAND INC. | WWTP INTERNET | 131.78 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 3,154.95 |
| | | STENCE ELECTRIC | HEB LIFT STATION BAD FLOAT | 350.00 |
| | | VERIZON WIRELESS | CELL PHONE | 131.60 |
| | | HD SUPPLY, INC. DBA: USABLUEBOOK | RESPIRATORS | 595.80 |
| | | | CARTRIDGES & PETRI DISHES | 712.02 |
| | | | AMMONIA TESTS; CIRCULAR CH | 395.95 |
| | | | BROTH AMPULES | 600.00 |
| | | ON TECH, LLC DBA: IT VOICE | COMPUTER SWITCH | 50.00 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 19.80 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 12,298.91 |
| | | | TOTAL: | 98,673.92 |
| DISTRIBUTION/COLLECTIO | PUBLIC UTILITIES F | AT&T | PUMP STATION | 241.55 |
| | | AMAZON.COM SALES, INC DBA: AMAZON.COM | LABEL MAKER TAPE, WHITEBOA | 81.98 |
| | | | GATORADE | 149.99 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 303.03 |
| | | | TERM CHASE ESTES | 46.62- |
| | | AQUA-TECH LABORATORIES, INC. | MONTHLY LAB SERVICES | 840.00 |
| | | | MONTHLY LAB SERVICES | 306.75 |
| | | BETA TECHNOLOGY, INC | NO MASQUITO | 200.25 |
| | | | SUNSCREEN TOWELETTES | 112.25 |
| | | CITY OF ROUND ROCK | JULY 2023 BAC-T'S | 550.00 |
| | | DPC INDUSTRIES, INC. | CHLORINE | 90.00 |
| | | EVINS GROUP LLC DBA: OPENWORK | UTILITY WORKER TEMP. | 1,527.21 |
| | | | UTILITY WORKER TEMP. | 1,682.73 |
| | | | UTILITY WORKER TEMP. | 2,304.78 |
| | | | UTILITY WORKER TEMP. | 1,575.06 |
| | | | UTILITY WORKER TEMP. | 1,188.28 |
| | | GRAINGER, W. W. INC. | SAW BLADES | 553.26 |
| | | HUNTER CONCRETE PUMPING, INC. | N. MAIN & 4TH ST FLOWABLE | 800.00 |
| | | LINCOLN | LTD 2023 INV. | 180.01 |
| | | MAIN STREET RENTAL INC | 3" PUMP RENTAL | 75.00 |
| | | | 3" PUMP RENTAL | 75.00 |
| | | | 3" PUMP RENTAL | 300.00 |
| | | | 3" PUMP RENTAL | 450.00 |
| | | MOSS & MOSS INC. #3000 | GLOVES | 44.05 |
| | | | CABLES, TIRE REPAIR KIT, B | 66.12 |
| | | | CLAMPS | 25.16 |
| | | | STAND -N- SPRAY | 44.99 |
| | | | SPADES | 81.88 |
| | | ODP BUSINESS SOLUTIONS, LLC | FOLDERS, TAPE, CLIP BOARDS | 116.20 |
| | | | STAMP PAD | 6.99 |
| | | | RECEIPT BOOKS | 23.78 |
| | | | MAGNETIC LABELS | 44.49 |
| | | | PENS | 11.18 |
| | | POPE MATERIALS INC | FREIGHT CRUSHED STONE | 497.47 |
| | | | FREIGHT BASE | 496.83 |
| | | | FREIGHT 3/8" CRUSHED STONE | 521.08 |
| | | | FREIGHT SUPER BASE | 529.42 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 747.63 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 8,202.87 |
| | | | ADD W.PACHICANO | 630.99 |
| | | TEXAS CRUSHED STONE CO. | SUPER FLEX BASE | 386.92 |
| | | | 3/8" CRUSHED STONE | 735.89 |
| | | | 3/8" CRUSHED STONE | 726.43 |
| | | | SUPER BASE 11/2" | 388.95 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | TECHLINE PIPE, L.P | 6" MIP PLUG | 125.58 |
| | | | 2" CLAMPS | 175.24 |
| | | | 6" SANITARY TEE | 570.00 |
| | | | 2" CLAMPS | 577.64 |
| | | | 6" CLAMPS | 632.55 |
| | | | COUPLINGS | 237.12 |
| | | | COUPLINGS | 525.72 |
| | | | 2" CLAMPS | 525.72 |
| | | | CLAMPS | 167.11 |
| | | | 12" CLAMPS | 676.26 |
| | | | CLAMPS | 783.71 |
| | | | CLOW REPAIR KIT | 144.00 |
| | | TRACTOR SUPPLY COMPANY | SPOTLIGHT | 39.99 |
| | | VERIZON WIRELESS | CELL PHONE | 407.86 |
| | | | IPADS | 60.99 |
| | | VULCAN CONSTRUCTION MATERIALS, LP DBA: | 250 TONS LRA TY1 GR D | 25,417.35 |
| | | PRO-CHEM, INC. | NITRILE GLOVES | 278.38 |
| | | TEXAS EXCAVATION SAFETY SYSTEM, INC. D | AUGUST 2023 MESSAGE FEES | 350.55 |
| | | COMMUNITY COFFEE COMPANY LLC | 1201 N MAIN ST/COFFEE SERV | 149.20 |
| | | BECKER, ISAIAH | REIMBURSE OVERTIME FOOD | 40.99 |
| | | UNIFIRST HOLDINGS INC | UTILITY MAINT-UNIFORM RENT | 276.30 |
| | | | UNIFORMS-UTILITY MAINTENAN | 168.62 |
| | | | UNIFORMS-UTILITY MAINTENAN | 144.57 |
| | | | UTILITY MAINT-UNIFORM RENT | 144.57 |
| | | BENMARK SUPPLY COMPANY, INC. | MARKING PAINT | 617.80 |
| | | STEVENS, JAMES DBA:RED EAGLE TEXAS HOL | 4 FIRE HYDRANT METERS | 2,650.00 |
| | | HAYDAY, INC. DBA: CTWP | UTILITY MAINT COPIER RENTA | 241.58 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 51.48 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 7,892.89 |
| | | | TOTAL: | 71,943.60 |
| UTILITIES NONDEPARTMEN | PUBLIC UTILITIES F | BRAZOS RIVER AUTHORITY | EWC WTP/O&M 13746 | 253,036.25 |
| | | | TOTAL: | 253,036.25 |
| AIRPORT OPERATIONS DEP | AIRPORT FUND | AT&T | AIRPORT | 139.44 |
| | | AMAZON.COM SALES, INC DBA: AMAZON.COM | BLOWER FUSES & BATTERY | 93.37 |
| | | KOETTER FIRE PROTECTION OF AUSTIN, LLC | AIRPORT ALARM COMMUNICATIO | 495.00 |
| | | LINCOLN | LTD 2023 INV. | 17.57 |
| | | MOSS & MOSS INC. #6000 | REPAIR BUSTED WATER LINE | 43.94 |
| | | | DRILL & SOCKETS | 136.73 |
| | | | REPLACEMENT FLAG & POLE | 63.86 |
| | | | BUILDING REPAIRS/KEYS, PIP | 105.95 |
| | | | INSULATION FOR PIPING | 93.28 |
| | | | REPAIRS TO DRAIN LINE | 26.99 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 847.99 |
| | | RISE SKYBEAM/JAB BROADBAND INC. | AIRPORT INTERNET | 131.78 |
| | | | AIRPORT INTERNET | 131.78 |
| | | VERIZON WIRELESS | CELL PHONE | 35.16 |
| | | GRENIER SERVICE COMPANY, LLC DBA: | C12 HANGAR REPAIR | 300.00 |
| | | AVAYA FINANCIAL SERVICES | AIRPORT SECURITY CAMERAS | 187.41 |
| | | ADB SAFEGATE AMERICAS LLC | PAPI BOARD/LED PAPI CONTRO | 882.79 |
| | | LEAL, CHRISTOPHER DBA: CENTEX A/C SPEC | REPLACE A/C UNIT/AIRPORT | 3,922.00 |
| | | | REPLACE A/C UNIT/AIRPORT | 3,922.00 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 966.45 |
| | | | TOTAL: | 12,543.49 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| NON-DEPARTMENTAL | CEMETERY OPERATING | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 31.87 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 3.56 |
| | | | TOTAL: | 35.43 |
| CEMETERY OPERATING DEP | CEMETERY OPERATING | AT&T | CEMETERY | 59.09 |
| | | AMAZON.COM SALES, INC DBA: AMAZON.COM | CEMETERY/PRINTER INK | 78.95 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 46.62 |
| | | LINCOLN | LTD 2023 INV. | 28.22 |
| | | MOSS & MOSS INC. #9000 | CEM/ZIP TIES FOR NOTICES | 26.97 |
| | | RELIANT ENERGY SOLUTIONS | MONTHLY ELECTRIC BILL | 84.85 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,261.98 |
| | | VERIZON WIRELESS | CELL PHONE | 48.22 |
| | | | AIRCARD | 37.99 |
| | | CLOSNER EQUIPMENT CO., INC | 1 MONTH PAVER RENTAL | 10,016.40 |
| | | KNIPPA, DANIEL | FY23 GRAVE DIGGING SERV. | 650.00 |
| | | | FY23 GRAVE DIGGING SERV. | 5,150.00 |
| | | UNIFIRST HOLDINGS INC | CEM/UNIFORM RENTAL | 15.95 |
| | | | CEMETERY/UNIFORM RENTAL | 15.95 |
| | | | CEMETERY/UNIFORM RENTAL | 15.95 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 7.92 |
| | | MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY | MONTHLY ELECTRIC BILL | 129.09 |
| | | | TOTAL: | 17,674.15 |
| NON-DEPARTMENTAL | FLEET SERVICES OPE | AFLAC | AFLAC AUG.2023 INVOICE | 48.62 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 67.37 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 290.59 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 7.92 |
| | | | TOTAL: | 414.50 |
| FLEET SERVICES SECTION | FLEET SERVICES OPE | ARNOLD OIL COMPANY OF AUSTIN, LP DBA A | #575 AIR FILTER | 33.87 |
| | | | #730 AINTIFREEZE | 33.12 |
| | | | STOCK SIGNAL LIGHT ASSEMBL | 23.34 |
| | | | #303 OIL AND FILTER | 90.62 |
| | | | #304 OIL/FILTER | 6.20 |
| | | | #629 OIL/FIL | 6.27 |
| | | | #304 OIL | 49.14 |
| | | | CEMETERY/PREMIX | 90.00 |
| | | | #530 PURUS | 12.50 |
| | | | #629 OIL | 49.14 |
| | | | #269 SIGNAL LGHT ASSEMBLY | 29.19 |
| | | | #35 HYD PARTS | 97.71 |
| | | | #35 SCRUBING WIPES | 20.13 |
| | | | #520 LIGHT ASSEMBLY | 8.34 |
| | | | STOCK/WASH SOLVENT | 25.32 |
| | | | #519 BATTERY | 25.39 |
| | | | #520 BATTERY | 25.39 |
| | | | #627 AIR FILTER | 45.69 |
| | | | #344 ANTIFREEZE | 22.08 |
| | | | #516 BRAKE PADS | 134.30 |
| | | | STOCK DEF OIL | 25.00 |
| | | | #344 LOF | 64.72 |
| | | | #618 OIL/FITER | 6.27 |
| | | | #342 COOLANT | 58.00 |
| | | | STOCK COOLANT | 58.00 |
| | | | #531 PURUS | 12.50 |
| | | | #615 AIR FILTER | 27.70 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | #38 BATTERY CORE | 73.31 |
| | | | #544 TAIL LIGHT | 3.58 |
| | | | STOCK TAIL LIGHT | 1.79 |
| | | | #544 BLADE | 9.98 |
| | | | T1 DEF 2.5 GALLON | 25.00 |
| | | | E2 DEF OIL | 25.00 |
| | | | #531 DEF OIL | 12.50 |
| | | AMAZON.COM SALES, INC DBA: AMAZON.COM | FLEET/MONITOR INSPEC MACHI | 90.48 |
| | | | #619 VISE | 185.22 |
| | | AETNA LIFE INSURANCE COMPANY | AETNA DENTAL INVOICE | 23.31 |
| | | | TERM STEVE HESELMEYER | 23.31- |
| | | ALWAYS TOWING AND RECOVERY | #506 TOW TO AUCTION | 160.00 |
| | | | #610 TOW TO AUCTION | 90.00 |
| | | COOPER EQUIPMENT COMPANY | #532 HANDLE | 312.63 |
| | | COUFAL-PRATER EQUIP LLC DBA UNITED AG | #620 SWITCH | 122.61 |
| | | | #711 SOLENOID | 120.57 |
| | | | #711 OIL | 104.43 |
| | | FLOYDCO INC | #629 WINDSHIELD | 495.00 |
| | | GDI TIMS | INSPECTION LINE | 4.95 |
| | | HENNA CHEVROLET INC | #344 TEE FITTINGS | 55.96 |
| | | | #342 BLADE | 49.66 |
| | | | #615 BULB | 14.92 |
| | | | #345 STARTER | 239.65 |
| | | | #341 HOSE | 18.27 |
| | | | #344 PUMP | 15.78 |
| | | | #517 BLADE | 50.34 |
| | | | #800 BLADE | 50.34 |
| | | | STOCK BLADE | 50.34 |
| | | | #343 PUMP | 24.61 |
| | | | #548 CABLE | 132.26 |
| | | | #102 BLADES | 50.34 |
| | | | #571 BLADES | 50.34 |
| | | | #344 WASHER RES AND HOSES | 93.77 |
| | | | #734 BRAKE PADS | 50.34 |
| | | | #624 BRAKE PADS | 50.34 |
| | | | #68 BRAKE PADS | 50.34 |
| | | O'REILLY AUTOMOTIVE, INC. | #344 WASHER PUMP | 33.82 |
| | | | STOCK/BRAKE CLEANER | 35.88 |
| | | | #531 AIR FILTER | 158.18 |
| | | INTERSTATE BATT. N AUSTIN | #621 BATTERY | 163.67 |
| | | | #304 BATTERY | 139.99 |
| | | | #573 BATTERY | 182.35 |
| | | | #610 BATTERY | 164.06 |
| | | | #730 BATTERY | 164.06 |
| | | | #FM2 BATTERY | 178.58 |
| | | | #569 BATTERY | 169.91 |
| | | | #615 BATTERY | 154.06 |
| | | | #573 BATTERY | 182.35 |
| | | | #518 BATTERY | 163.67 |
| | | | #344 BATTERY | 168.58 |
| | | LINCOLN | LTD 2023 INV. | 15.80 |
| | | PNC BANK NATIONAL ASSOCIATION | WALMART RETURN | 7.24- |
| | | DOGGETT FREIGHTLINER OF SOUTH TEXAS | #544 BRAKE | 210.20 |
| | | | #544 COMPRESSOR LEAK KIT | 23.75 |
| | | SAFETY-KLEEN SYSTEMS, INC | SHOP SOLVENT | 228.86 |
| | | SCOTT & WHITE HEALTHCARE | S&W INVOICE 2023 | 1,261.98 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | ADD RETIREE S.HESELMEYER | 1,574.46 |
| | | | TERM EMP/S.HESELMEYER | 630.99- |
| | | EWALD KUBOTA INC | WATER DEPT MISC PARTS | 121.57 |
| | | | FD#1 CAP ASY | 10.95 |
| | | TERRY'S BODY SHOP INC | #535 FLEET REPAIRS | 2,513.31 |
| | | | #628 - REPAIRS | 1,819.55 |
| | | UNUM LIFE INS CO OF AMERI | TERM STEVEN HESELMEYER | 112.90- |
| | | VERIZON WIRELESS | CELL PHONE | 83.38 |
| | | | MIFI | 37.99 |
| | | | GPS VEHICLE TRACKING | 814.85 |
| | | ASSOCIATED SUPPLY COMPANY, INC | #623 REPAIR HYDRAULIC LEA | 3,980.82 |
| | | CLOSNER EQUIPMENT CO., INC | #556 VALVE | 283.14 |
| | | SIDDONS MARTIN EMERGENCY GROUP LLC | RPR T1 PWR STEERING LEAK | 1,750.87 |
| | | | E11 - REPAIRS | 32,771.90 |
| | | | # E2 P.M. & PUMP TEST | 21,452.56 |
| | | CINTAS CORP DBA FIRST AID & SAFETY | FLEET/MEDICAL CABINET | 41.10 |
| | | AIRGAS INC DBA AIRGAS USA, LLC | OXYGEN RENTAL | 195.70 |
| | | SOUTHERN TIRE MART | #620 TIRES | 875.90 |
| | | | #621 TIRES | 765.90 |
| | | | #627 TIRES | 667.76 |
| | | WEX BANK | FUEL - AUGUST 2023 | 24,432.71 |
| | | UNIFIRST HOLDINGS INC | FLEET/UNIFORM RENTAL | 13.08 |
| | | | FLEET/UNIFORM RENTAL | 13.08 |
| | | | FLEET/UNIFORM RENTAL | 8.58 |
| | | SPINUP LLC DBA: | #627 INSPECTION | 18.50 |
| | | | #HG INSPECTION | 18.50 |
| | | | #270 LOF | 93.99 |
| | | AMERITAS LIFE INSURANCE CORP | DENTAL INV. | 3.96 |
| | | | TOTAL: | 101,377.31 |
| FLEET REPLACEMENT | FLEET REPLACEMENT | CLAYTON HOLDINGS LLC | PAY #4 EQUIP LEASE 5000288 | 33,046.80 |
| | | | PAY #4 EQUIP LEASE 5000288 | 1,503.84 |
| | | FROST BANK %FROST LEASING | PAYMENT #5 LEASE 776560288 | 39,692.14 |
| | | | PAYMENT #5 LEASE 776560288 | 1,383.82 |
| | | JOHN DEERE FINANCIAL F.S.B.DBA DEERE C | (3) 2023 JD GATORS | 1,322.50 |
| | | U S BANK NATIONAL ASSOCIATION | PAY#3 CONTRACT 077-0000784 | 46,107.13 |
| | | | PAY#3 CONTRACT 077-0000784 | 2,040.92 |
| | | | TOTAL: | 125,097.15 |
| TAX SUPPORTED CAPITAL | 2022 BOND | GRAINGER, W. W. INC. | D7723 OUTDR STORAGE SHED | 1,471.06- |
| | | GRANITE MEDIA PARTNERS, INC. DBA: TAYL | ACO BID SALE SHELTER BUILD | 99.00 |
| | | MCCOY-ROCKFORD, INC | SAFCO FURNITURE | 8,590.41 |
| | | | BLU DOT OFFICE FURNITURE | 1,737.00 |
| | | | SIT ON IT OFFICE FURNITUR | 4,407.63 |
| | | | GLOBAL OFFICE FURNITURE | 7,256.60 |
| | | | ULINE, GLOBAL FURNITURE | 4,436.65 |
| | | FEDEX FREIGHT, INC. | ACO SHEDS RETURN SHIPMENT | 2,375.62 |
| | | | TOTAL: | 27,431.85 |
| UITILITY INFRASTRUCTUR | SAMSUNG INFRASTRUC | RABA KISTNER, INC. | CONSTRUCTION MATERIAL | 739.75 |
| | | ROSS MOLINA OLIVEROS, P.C. | PROPHET CAPITAL LEG SRVS | 647.50 |
| | | | TOTAL: | 1,387.25 |
| DEVELOPMENT SERVS | SAMSUNG DRRA ESCRO | VERIZON WIRELESS | CELL PHONE | 48.22 |
| | | | TOTAL: | 48.22 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| UTILITY CAPITAL PROJEC | UTILITY CAPITAL PR | RABA KISTNER, INC. | MUSTANG CREEK WWTP-TRAIN2 | 1,018.15 |
| | | | MUSTANG CREEK WWTP-TRAIN2 | 2,904.55 |
| | | LUPE RUBIO CONSTRUCTION CO., INC. | HIGHLAND DR. WATERLINE | 23,256.00 |
| | | | TOTAL: | 27,178.70 |
| NON-DEPARTMENTAL | POOLED CASH | PNC BANK NATIONAL ASSOCIATION | 7/1/23-7/31-23 TRANSACTION | 33,216.36 |
| | | | TOTAL: | 33,216.36 |

| ========== FUND TOTALS ========== | | |
|---|---|---|
| 100 | GENERAL FUND | 510,728.56 |
| 119 | TIF (TAX INCREMENT FUND) | 6,692.54 |
| 120 | HOTEL/MOTEL FUND | 4,863.41 |
| 123 | MAIN STREET REVENUE FUND | 6,227.21 |
| 140 | I & S FOR G O BONDS | 3,314,530.41 |
| 144 | I&S UTILITY CO'S & BONDS | 2,657,446.55 |
| 146 | I & S FOR AIRPORT CO'S | 88,686.52 |
| 162 | GENERAL CAPITAL IMPROVEME | 23,780.47 |
| 164 | MDUS IMPROVEMENT PROJECTS | 11,186.22 |
| 210 | TRANSPORTATION FUND | 1,146.33 |
| 300 | MUNICIPAL DRAINAGE UTILIT | 57,328.39 |
| 320 | SANITATION FUND | 9,377.44 |
| 340 | PUBLIC UTILITIES FUND | 442,503.82 |
| 350 | AIRPORT FUND | 12,543.49 |
| 370 | CEMETERY OPERATING FUND | 17,709.58 |
| 382 | FLEET SERVICES OPERATING | 101,791.81 |
| 384 | FLEET REPLACEMENT FUND | 125,097.15 |
| 500 | 2022 BOND | 27,431.85 |
| 501 | SAMSUNG INFRASTRUCTURE | 1,387.25 |
| 502 | SAMSUNG DRRA ESCROW | 48.22 |
| 600 | UTILITY CAPITAL PROJECTS | 27,178.70 |
| 950 | POOLED CASH | 33,216.36 |
| | GRAND TOTAL: | 7,480,902.28 |

# Attachment D

## Balance Sheets by Funds

**General Fund**
**Tax Increment Financing Funds**
**Hotel Occupancy Tax Fund**
**Main Street Fund**
**Municipal Court Special Fee Fund**
**Library Grant/Donations Fund**
**Roadway Impact Fee Fund**
**Transportation User Fee Fund**
**Municipal Drainage Utility System Fund**
**Sanitation Fund**
**Public Utilities Fund**
**Utility Impact Fee Fund**
**Airport Fund**
**Cemetery Fund**
**Fleet Services Operating Fund**
**Fleet Replacement Fund**

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

100-GENERAL FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | |
|---|---|---|---|
| ASSETS | | | |
| 100-100-100 | PETTY CASH | 1,350.00 | |
| 100-100-102 | CLAIM ON POOLED CASH | 5,450,095.05 | |
| 100-100-103 | SECURITY INVESTMENTS | 6,363,409.41 | |
| 100-100-104 | SAFEKEEPING CHECKING ACCT | 972,701.59 | |
| 100-100-105 | MONEY MARKET @CNB #4260618 | 12,247.42 | |
| 100-100-107 | GEN OPERATING TXCLASS 0008 | 3,486,911.80 | |
| 100-100-108 | NED TRUST( MOODY)TEXSTAR | 210,485.47 | |
| 100-100-113 | TEXPOOL 2465300015 N MOODY | 22,388.57 | |
| 100-120-100 | PROPERTY TAXES RECEIVABLE | 216,145.22 | |
| 100-120-103 | MISC. ACCOUNTS RECEIVABLE | 7,093.07 | |
| 100-120-110 | ALLOWANCE UNCOLLECTED TAXES | ( 41,731.57) | |
| 100-120-120 | SALES TAXES RECEIVABLE | 1,699,062.94 | |
| 100-120-140 | GRANTS RECEIVABLE | 123,132.88 | |
| 100-120-141 | FRANCHISE TAX RECEIVABLE | 256,895.95 | |
| 100-120-150 | LEASE RECEIVABLE KAPSCH | 19,473.98 | |
| 100-120-250 | DUE FROM FUND 350 FOR LOAN | 0.00 | |
| 100-120-252 | DUE FROM CIP FUND | 5,325.00 | |
| 100-120-255 | DUE FROM OTHER FUNDS | 162,531.92 | |
| 100-120-302 | TEDC REIMBURSE FOR MAIN ST | 0.00 | |
| 100-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 2,612,589.35) | |
| 100-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 1,283,130.61 | |
| 100-170-103 | PRE-PAY HEALTH INSURANCE | 0.00 | |
| 100-180-101 | DUE FROM SOURCES-GRANT REVENUE | 0.00 | |
| | | | 17,638,059.96 |
| | TOTAL ASSETS | | 17,638,059.96 |
| LIABILITIES | | | |
| 100-200-100 | ACCRUED PAYABLES | 408,504.28 | |
| 100-200-110 | ENCUMBERED PAYABLE GEN. | ( 2,612,589.35) | |
| 100-200-111 | PRIOR YEAR ENCUMBRANCE | 1,283,130.61 | |
| 100-200-200 | FICA & MEDICARE PAYABLE | ( 130.98) | |
| 100-200-201 | FEDERAL WITHHOLDING PAYABLE | 0.00 | |
| 100-200-202 | TMRS PAYABLE | 59,108.08 | |
| 100-200-203 | DEFERRED COMP PAYABLE | 1,844.33 | |
| 100-200-204 | CIVIL SERVICE-SICK LEAVE | 0.00 | |
| 100-200-205 | TEDC SALES TAX PAYABLE | 0.00 | |
| 100-200-209 | CHILD SUPPORT PAYABLE | 0.00 | |
| 100-200-210 | CHILD SUPPORT PAYABLE | ( 747.71) | |
| 100-200-211 | GARNISHMENTS PAYABLE | 2,640.86 | |
| 100-200-212 | UNUM LIFE INS PAYABLE | 2,450.87 | |
| 100-200-213 | DENTAL PAYABLE | ( 3,224.62) | |
| 100-200-214 | AFLAC PAYABLE | 4,116.67 | |
| 100-200-215 | CLOTHES RENTAL PAYABLE | 0.00 | |
| 100-200-216 | CINCINNATI LIFE PAYABLE | 5,406.75 | |
| 100-200-218 | BLUE CHOICE PAYABLE | 27.62 | |
| 100-200-219 | SCOTT & WHITE HEALTH PAYABLE | ( 3,311.20) | |
| 100-200-220 | S&W PAYABLE 2001-2011 | ( 9,793.98) | |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

100-GENERAL FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| 100-200-221 | FLEXIBLE SPENDING (FSA) PAYABL | ( 2,223.29) | | |
| 100-200-222 | PRE-PAID LEGAL PAYABLE | ( 4,113.00) | | |
| 100-200-228 | MISC DEDUCTIONS PAYABLE | 0.00 | | |
| 100-200-229 | MET LIFE DENTAL PAYABLE | ( 551.91) | | |
| 100-200-230 | UNITED WAY PAYABLE | 0.00 | | |
| 100-200-231 | MEMBERSHIP/DUES PAYABLE | 200.00 | | |
| 100-200-232 | COURT BOND REFUND PAYABLE | ( 651.80) | | |
| 100-200-233 | OTHER A/P PENDING (AUDITOR) | ( 52,259.66) | | |
| 100-200-234 | GLOBE LIFE PAYABLE | 81.76 | | |
| 100-200-235 | VISION PLAN PAYABLE | 603.68 | | |
| 100-200-300 | RETAINAGE PAYABLE | 0.00 | | |
| 100-200-301 | COURT COLLECTIONS | 4,203.19 | | |
| 100-200-401 | WAGES PAYABLE | 178,742.01 | | |
| 100-200-500 | ACCOUNTS PAYABLE PENDING | 185,117.26 | | |
| 100-200-502 | DUE TO STATE/COURT FEES | 20,122.77 | | |
| 100-200-503 | DUE TO COMPT. SALES TAX | 0.00 | | |
| 100-200-504 | DUE TO TEDC-MONTHLY SALES TAX | 0.00 | | |
| 100-200-505 | DUE TO OMNIBASE SERVICES INC | ( 536.53) | | |
| 100-200-507 | DUE TO S&W/COBRA FROM OTHERS | ( 6,070.39) | | |
| 100-200-508 | DUE TO TISD:HOUSING AUTH PILOT | 0.00 | | |
| 100-200-509 | DUE TO TMRS FROM TEDC | 79.59 | | |
| 100-210-111 | DUE TO I&S (TAX COLLECTIONS) | 208,791.60 | | |
| 100-210-191 | DUE TO OTHERS FROM EVIDENCE | 0.00 | | |
| 100-220-100 | TAX DISTRIBUTION | ( 408,504.28) | | |
| 100-220-110 | DEFERRED INFLOW OF RESOURCES | 22,274.22 | | |
| 100-240-100 | DEFERRED TAX REVENUE | 174,413.65 | | |
| 100-240-101 | UNCLAIMED FUNDS | 14,999.34 | | |
| 100-240-102 | DEFERRED REV-BOND PREMIUM | 0.00 | | |
| 100-240-103 | DEFERRED REVENUE | 500,000.00 | | |
| 100-240-104 | REFUNDABLE FACILITY DEPOSITS | 12,452.40 | | |
| 100-241-110 | PREPAYMNT PERMT M2E3LLC 100YRS | 2,478.19 | | |
| 100-241-111 | RESERVE CHRISTMAS DONATIONS | 4.66 | | |
| 100-241-113 | ESCROW-BONDS POSTED-DEFENDENTS | 4,046.45 | | |
| | TOTAL LIABILITIES | | ( 8,867.86) | |
| EQUITY | | | | |
| 100-265-100 | RESTRICTED PORTION FUND BA | 0.00 | | |
| 100-270-100 | FUND BALANCE | 10,106,687.14 | | |
| 100-280-100 | ASSIGNED FUND BALANCE | 32,396.29 | | |
| | TOTAL BEGINNING EQUITY | 10,139,083.43 | | |
| | TOTAL REVENUE | 32,511,954.36 | | |
| | TOTAL EXPENSES | 25,004,109.97 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 7,507,844.39 | | |
| | TOTAL EQUITY & FUND BALANCE | | 17,646,927.82 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 17,638,059.96 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

118-TIF #2

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 118-100-102 | CLAIM ON POOLED CASH | 146,059.25 | | |
| 118-100-103 | SECURITY INVESTMENTS | 0.00 | | |
| 118-100-104 | SAFEKEEPING CHECKING ACCT | 0.00 | | |
| 118-120-103 | MISC ACCOUNTS RECEIVABLE | 0.00 | | |
| 118-170-100 | CURRENT YR RES FOR ENCUMBRANCE | 0.00 | | |
| 118-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 0.00 | | |
| | | | 146,059.25 | |
| | TOTAL ASSETS | | | 146,059.25 |
| LIABILITIES | | | | |
| 118-200-110 | CURRENT YEAR ENCUMBRANCE | 0.00 | | |
| 118-200-111 | PRIOR YEAR ENCUMBRANCE | 0.00 | | |
| 118-200-300 | RETAINAGE PAYABLE | 0.00 | | |
| 118-200-500 | ACCOUNTS PAYABLE PENDING | 0.00 | | |
| | TOTAL LIABILITIES | | 0.00 | |
| EQUITY | | | | |
| 118-270-100 | FUND BALANCE | 0.00 | | |
| | TOTAL BEGINNING EQUITY | 0.00 | | |
| | TOTAL REVENUE | 159,479.25 | | |
| | TOTAL EXPENSES | 13,420.00 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 146,059.25 | | |
| | TOTAL EQUITY & FUND BALANCE | | 146,059.25 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 146,059.25 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

119-TIF (TAX INCREMENT FUND)

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 119-100-102 | CLAIM ON POOLED CASH | ( 44,754.52) | | |
| 119-100-103 | SECURITY INVESTMENTS | 0.00 | | |
| 119-100-104 | SAFEKEEPING CHECKING ACCT | 0.00 | | |
| 119-100-115 | TEXPOOL 246530004 TIF PROP TAX | 596,403.78 | | |
| 119-120-103 | MISC ACCOUNTS RECEIVABLE | 0.00 | | |
| 119-170-100 | CURRENT YR RES FOR ENCUMBRANCE | 0.00 | | |
| 119-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 0.00 | | |
| | | | 551,649.26 | |
| | TOTAL ASSETS | | | 551,649.26 |
| LIABILITIES | | | | |
| 119-200-110 | CURRENT YEAR ENCUMBRANCE | 0.00 | | |
| 119-200-111 | PRIOR YEAR ENCUMBRANCE | 0.00 | | |
| 119-200-300 | RETAINAGE PAYABLE | 0.00 | | |
| 119-200-500 | ACCOUNTS PAYABLE PENDING | 0.00 | | |
| | TOTAL LIABILITIES | | 0.00 | |
| EQUITY | | | | |
| 119-270-100 | FUND BALANCE | 268,507.23 | | |
| | TOTAL BEGINNING EQUITY | 268,507.23 | | |
| | TOTAL REVENUE | 691,820.17 | | |
| | TOTAL EXPENSES | 408,678.14 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 283,142.03 | | |
| | TOTAL EQUITY & FUND BALANCE | | 551,649.26 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 551,649.26 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

120-HOTEL/MOTEL FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 120-100-102 | CLAIM ON POOLED CASH | 138,582.20 | | |
| 120-120-103 | MISC ACCOUNTS RECEIVABLE | 24,520.19 | | |
| 120-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 4,975.11) | | |
| 120-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 0.00 | | |
| | | | 158,127.28 | |
| | TOTAL ASSETS | | | 158,127.28 |
| LIABILITIES | | | | |
| 120-200-110 | CURRENT YEAR ENCUMBRANCE | ( 4,975.11) | | |
| 120-200-111 | PRIOR YEAR ENCUMBRANCE | 0.00 | | |
| 120-200-500 | ACCOUNTS PAYABLE PENDING | 2,377.26 | | |
| 120-200-505 | DUE TO SAYDA 380 AGREEMENT | 0.00 | | |
| | TOTAL LIABILITIES | | ( 2,597.85) | |
| EQUITY | | | | |
| 120-270-100 | FUND BALANCE | 89,222.89 | | |
| | TOTAL BEGINNING EQUITY | 89,222.89 | | |
| | TOTAL REVENUE | 301,324.44 | | |
| | TOTAL EXPENSES | 229,822.20 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 71,502.24 | | |
| | TOTAL EQUITY & FUND BALANCE | | 160,725.13 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 158,127.28 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

123-MAIN STREET REVENUE FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 123-100-102 | CLAIM ON POOLED CASH | 69,394.48 | | |
| 123-120-103 | MISC ACCOUNTS RECEIVABLE | 0.00 | | |
| 123-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 13,877.18) | | |
| 123-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 11,910.00 | | |
| | | | 67,427.30 | |
| | TOTAL ASSETS | | | 67,427.30 |
| LIABILITIES | | | | |
| 123-200-110 | CURRENT YEAR ENCUMBRANCE | ( 13,877.18) | | |
| 123-200-111 | PRIOR YEAR ENCUMBRANCE | 11,910.00 | | |
| 123-200-500 | ACCOUNTS PAYABLE PENDING | ( 138.23) | | |
| 123-240-100 | PRE-REGISTER FESTIVAL/CARSHOW | 15,505.00 | | |
| | TOTAL LIABILITIES | | 13,399.59 | |
| EQUITY | | | | |
| 123-270-100 | FUND BALANCE | 86,544.35 | | |
| | TOTAL BEGINNING EQUITY | 86,544.35 | | |
| | TOTAL REVENUE | 92,881.00 | | |
| | TOTAL EXPENSES | 125,397.64 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | ( 32,516.64) | | |
| | TOTAL EQUITY & FUND BALANCE | | 54,027.71 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 67,427.30 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

125-MUNICIPAL CRT SPECIAL FEE

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 125-100-102 | CLAIM ON POOLED CASH | 104,344.73 | | |
| 125-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 16,595.00) | | |
| 125-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 16,595.00 | | |
| | | | 104,344.73 | |
| | TOTAL ASSETS | | | 104,344.73 |
| LIABILITIES | | | | |
| 125-200-110 | CURRENT YEAR ENCUMBRANCE | ( 16,595.00) | | |
| 125-200-111 | PRIOR YEAR ENCUMBRANCE | 16,595.00 | | |
| 125-200-500 | ACCOUNTS PAYABLE PENDING | 0.00 | | |
| | TOTAL LIABILITIES | | 0.00 | |
| EQUITY | | | | |
| 125-270-100 | FUND BALANCE | 98,965.05 | | |
| | TOTAL BEGINNING EQUITY | 98,965.05 | | |
| | TOTAL REVENUE | 9,503.71 | | |
| | TOTAL EXPENSES | 4,124.03 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 5,379.68 | | |
| | TOTAL EQUITY & FUND BALANCE | | 104,344.73 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 104,344.73 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

129-LIBRARY GRANT/DONATION

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| ====== | | | | |
| 129-100-102 | CLAIM ON POOLED CASH | 46,897.57 | | |
| 129-100-103 | TEXSTAR: NOBLE TRUST - 3444 | 969.66 | | |
| 129-100-108 | NED TRUST (LIBRARY) TEXSTAR | 295,695.53 | | |
| 129-120-103 | MISC ACCTS RECEIVABLE | 0.00 | | |
| 129-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 1,436.37) | | |
| 129-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 1,436.37 | | |
| | | | 343,562.76 | |
| | TOTAL ASSETS | | | 343,562.76 |
| | | | | ========== |
| LIABILITIES | | | | |
| ========== | | | | |
| 129-200-110 | CURRENT YEAR ENCUMBRANCE | ( 1,436.37) | | |
| 129-200-111 | PRIOR YEAR ENCUMBRANCE | 1,436.37 | | |
| 129-200-233 | OTHER A/P PENDING (AUDITOR) | ( 10,945.00) | | |
| 129-200-500 | ACCOUNTS PAYABLE PENDING | 10,945.00 | | |
| | TOTAL LIABILITIES | | 0.00 | |
| EQUITY | | | | |
| ====== | | | | |
| 129-270-100 | FUND BALANCE | 330,178.18 | | |
| | TOTAL BEGINNING EQUITY | 330,178.18 | | |
| | TOTAL REVENUE | 13,384.58 | | |
| | TOTAL EXPENSES | 0.00 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 13,384.58 | | |
| | TOTAL EQUITY & FUND BALANCE | | 343,562.76 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 343,562.76 |
| | | | | ========== |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

200-ROADWAY IMPACT FEE FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 200-100-102 | CLAIM ON POOLED CASH | 672,873.27 | | |
| 200-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 97,999.32) | | |
| 200-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 97,999.32 | | |
| | | | 672,873.27 | |
| | TOTAL ASSETS | | | 672,873.27 |
| LIABILITIES | | | | |
| 200-200-110 | CURRENT YR ENCUMBRANCES | ( 97,999.32) | | |
| 200-200-111 | PRIOR YR ENCUMBRANCES | 97,999.32 | | |
| 200-200-500 | ACCOUNTS PAYABLE PENDING | 0.00 | | |
| | TOTAL LIABILITIES | | 0.00 | |
| EQUITY | | | | |
| 200-270-100 | FUND BALANCE | 487,326.39 | | |
| | TOTAL BEGINNING EQUITY | 487,326.39 | | |
| | TOTAL REVENUE | 206,081.20 | | |
| | TOTAL EXPENSES | 20,534.32 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 185,546.88 | | |
| | TOTAL EQUITY & FUND BALANCE | | 672,873.27 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 672,873.27 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

210-TRANSPORTATION FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 210-100-101 | 2019 CO BOND FUNDS TEXSTAR | 0.00 | | |
| 210-100-102 | CLAIM ON POOLED CASH | 1,506,075.12 | | |
| 210-100-103 | SECURITY INVESTMENTS | 0.00 | | |
| 210-100-104 | SAFEKEEPING CHECKING ACCT | 0.00 | | |
| 210-120-130 | ACCTS RECEIVABLE TRANSPORTATIO | 127,286.89 | | |
| 210-120-131 | ALLOWANCE-TRANSPORTATION | ( 19,352.76) | | |
| 210-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 6,676.71) | | |
| 210-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 6,676.71 | | |
| | | | 1,614,009.25 | |
| | TOTAL ASSETS | | | 1,614,009.25 |
| LIABILITIES | | | | |
| 210-200-100 | ACCRUED PAYABLES | 0.00 | | |
| 210-200-110 | CURRENT YR ENCUMBRANCES | ( 6,676.71) | | |
| 210-200-111 | PRIOR YR ENCUMBRANCES | 6,676.71 | | |
| 210-200-200 | FICA & MEDICARE PAYABLE | 0.00 | | |
| 210-200-201 | FEDERAL WITHHOLDING PAYABLE | 0.00 | | |
| 210-200-202 | TMRS PAYABLE | ( 1,494.27) | | |
| 210-200-209 | CHILD SUPPORT PAYABLE | 0.00 | | |
| 210-200-212 | UNUM LIFE INS PAYABLE | ( 42.03) | | |
| 210-200-213 | DENTAL PAYABLE | 201.52 | | |
| 210-200-219 | SCOTT & WHITE HEALTH PAYABLE | 1,385.73 | | |
| 210-200-221 | FLEXIBLE SPENDING (FSA) PAYABL | 0.00 | | |
| 210-200-222 | PRE-PAID LEGAL PAYABLE | 0.00 | | |
| 210-200-235 | VISION PLAN PAYABLE | 26.85 | | |
| 210-200-500 | ACCOUNTS PAYABLE PENDING | 0.00 | | |
| 210-240-101 | UNCLAIMED FUNDS | 0.00 | | |
| | TOTAL LIABILITIES | | 77.80 | |
| EQUITY | | | | |
| 210-270-100 | FUND BALANCE | 1,512,220.62 | | |
| | TOTAL BEGINNING EQUITY | 1,512,220.62 | | |
| | TOTAL REVENUE | 820,469.18 | | |
| | TOTAL EXPENSES | 718,758.35 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 101,710.83 | | |
| | TOTAL EQUITY & FUND BALANCE | | 1,613,931.45 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 1,614,009.25 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

300-MUNICIPAL DRAINAGE UTILIT

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 300-100-102 | CLAIM ON POOLED CASH | 362,709.09 | | |
| 300-120-100 | DRAINAGE RECEIVABLE | 78,555.81 | | |
| 300-120-130 | ALLOWANCE FOR DOUBTFUL ACCTS | ( 15,047.88) | | |
| 300-160-206 | FIXED ASSET-WORK IN PROGRESS | 0.00 | | |
| 300-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 31,338.65) | | |
| 300-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 0.00 | | |
| 300-190-103 | ACCUMULATED DEPRECIATION | 0.00 | | |
| | | | 394,878.37 | |
| | TOTAL ASSETS | | | 394,878.37 |
| LIABILITIES | | | | |
| 300-200-104 | ACCRUED INTEREST PAYABLE | 0.00 | | |
| 300-200-110 | CURRENT YEAR ENCUMBRANCES | ( 31,338.65) | | |
| 300-200-111 | PRIOR YEAR ENCIMBRANCES | 0.00 | | |
| 300-200-200 | FICA & MEDICARE PAYABLE | 0.00 | | |
| 300-200-201 | FEDERAL WITHHOLDING PAYABLE | 0.00 | | |
| 300-200-202 | TMRS PAYABLE | 276.87 | | |
| 300-200-203 | DEFERRED COMP PAYABLE | ( 5.01) | | |
| 300-200-209 | CHILD SUPPORT PAYABLE | 0.00 | | |
| 300-200-212 | UNUM LIFE INS PAYABLE | 10.86 | | |
| 300-200-219 | SCOTT & WHITE HEALTH PAYABLE | 0.00 | | |
| 300-200-222 | PRE-PAID LEGAL PAYABLE | ( 111.60) | | |
| 300-200-233 | OTHER A/P PENDING (AUDITOR) | 0.00 | | |
| 300-200-240 | BOND PAYABLE - CURRENT | 0.00 | | |
| 300-200-300 | RETAINAGE PAYABLE | 0.00 | | |
| 300-200-500 | ACCOUNTS PAYABLE PENDING | 0.00 | | |
| | TOTAL LIABILITIES | | ( 31,167.53) | |
| EQUITY | | | | |
| 300-250-100 | CONTRIBUTED CAPITAL-DRAINAGE | 0.00 | | |
| 300-270-100 | FUND BALANCE | 297,783.08 | | |
| | TOTAL BEGINNING EQUITY | 297,783.08 | | |
| | TOTAL REVENUE | 550,948.62 | | |
| | TOTAL EXPENSES | 422,685.80 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 128,262.82 | | |
| | TOTAL EQUITY & FUND BALANCE | | 426,045.90 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 394,878.37 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

320-SANITATION FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 320-100-102 | CLAIM ON POOLED CASH | 562,991.34 | | |
| 320-120-103 | MISC ACCOUNTS RECEIVABLE | 24,483.06 | | |
| 320-120-130 | ACCTS RECEIVABLE GARBAGE | 241,895.19 | | |
| 320-120-131 | ALLOWANCE-GARBAGE | ( 17,301.91) | | |
| 320-170-100 | CURRENT YR RES FOR ENCUMBRANCE | 0.00 | | |
| 320-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 0.00 | | |
| | | | 812,067.68 | |
| | TOTAL ASSETS | | | 812,067.68 |
| LIABILITIES | | | | |
| 320-200-100 | ACCRUED PAYABLES | 0.00 | | |
| 320-200-110 | CURRENT YR ENCUMBRANCES | 0.00 | | |
| 320-200-111 | PRIOR YR ENCUMBRANCES | 0.00 | | |
| 320-200-500 | ACCOUNTS PAYABLE PENDING | 161,472.99 | | |
| 320-200-503 | DUE TO STATE COMPT SALES TAX | 45,296.14 | | |
| 320-240-101 | UNCLAIMED FUNDS | 0.00 | | |
| | TOTAL LIABILITIES | | 206,769.13 | |
| EQUITY | | | | |
| 320-270-100 | FUND BALANCE | 478,014.66 | | |
| | TOTAL BEGINNING EQUITY | 478,014.66 | | |
| | TOTAL REVENUE | 2,080,368.62 | | |
| | TOTAL EXPENSES | 1,953,084.73 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 127,283.89 | | |
| | TOTAL EQUITY & FUND BALANCE | | 605,298.55 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 812,067.68 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

340-PUBLIC UTILITIES FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | |
|---|---|---|---|
| ASSETS | | | |
| 340-100-100 | PETTY CASH | 1,600.00 | |
| 340-100-101 | 2019 CO BOND FUNDS TEXSTAR | 84,293.90 | |
| 340-100-102 | CLAIM ON POOLED CASH | 3,303,413.10 | |
| 340-100-103 | SECURITY INVESTMENTS | 0.00 | |
| 340-100-104 | SAFEKEEPING CHECKING ACCT | 0.00 | |
| 340-100-107 | TEXPOOL 2465300012 TOWER RENT | 273,045.45 | |
| 340-100-110 | TEXPOOL 2465300001 UTILITY FD | 52,987.70 | |
| 340-100-116 | UTILITY OPERATING-TXCLASS 0007 | 1,076,268.16 | |
| 340-100-118 | TEXPOOL RATE STABILIZATION 18 | 166,160.89 | |
| 340-100-119 | TEXPOOL CAPITAL OUTLAY-ASSETS | 327,694.43 | |
| 340-100-120 | TEXPOOL WORKING CAPITAL-CIP | 484,319.27 | |
| 340-100-121 | TEXPOOL 2017 WWTP IMPROVMNTS | 0.00 | |
| 340-120-100 | ACCOUNTS RECEIVABLE | 1,669,366.09 | |
| 340-120-101 | CURRENT REFUND PAYABLE | 17,934.78 | |
| 340-120-102 | UNAPPLIED CREDITS | ( 53,813.35) | |
| 340-120-103 | MISC. ACCOUNTS RECEIVABLE | 34,030.00 | |
| 340-120-104 | AR - AUDIT ACCRUALS | 0.00 | |
| 340-120-130 | ALLOWANCE-ACCTS. RECEIVABLE | ( 106,237.86) | |
| 340-120-150 | LEASE RECEIVABLE VERIZON | 31,168.63 | |
| 340-120-151 | LEASE RECEIVABLE ATT | 65,882.60 | |
| 340-140-100 | INVENTORY | 155,232.00 | |
| 340-150-100 | BOND ISSUANCE COSTS | 0.00 | |
| 340-150-105 | DEFERRED AMT ON REFUNDING | 0.00 | |
| 340-160-100 | LAND | 457,201.00 | |
| 340-160-200 | BUILDINGS | 6,363,714.34 | |
| 340-160-206 | FIXED ASSETS: WORK IN PROGRESS | 2,477,932.91 | |
| 340-160-225 | PLANT DISTRIBUTION/COLLECTION | 53,927,344.11 | |
| 340-160-235 | EQUIPMENT | 1,108,990.57 | |
| 340-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 1,291,854.91) | |
| 340-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 434,336.40 | |
| 340-170-103 | PRE-PAY HEALTH INSURANCE | 0.00 | |
| 340-190-103 | ACCUMULATED DEPRECIATION | ( 27,563,949.42) | |
| | | | 43,497,060.79 |
| | TOTAL ASSETS | | 43,497,060.79 |
| LIABILITIES | | | |
| 340-200-104 | ACCRUED INTEREST PAYABLE | 180,700.99 | |
| 340-200-110 | CURRENT YEAR ENCUMBRANCES | ( 1,291,854.91) | |
| 340-200-111 | PRIOR YEAR ENCUMBRANCE | 434,336.40 | |
| 340-200-200 | FICA AND MEDICARE PAYABLE | ( 526.13) | |
| 340-200-201 | FEDERAL WITHHOLDING PAYABLE | ( 1,073.32) | |
| 340-200-202 | TMRS PAYABLE | 7,018.01 | |
| 340-200-203 | DEFERRED COMP PAYABLE | ( 318.71) | |
| 340-200-204 | DEFERRED CHARGES | 0.00 | |
| 340-200-205 | Pension Liability | 275,428.98 | |
| 340-200-208 | ACCRUED VACATION | 31,887.93 | |
| 340-200-209 | CHILD SUPPORT PAYABLE | 0.00 | |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

340-PUBLIC UTILITIES FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE |
|---|---|---|
| 340-200-210 | CHILD SUPPORT PAYABLE | 0.00 |
| 340-200-211 | OPEB-SDBF LIABILITY | 86,117.71 |
| 340-200-212 | UNUM LIFE INS PAYABLE | 688.33 |
| 340-200-213 | DENTAL PAYABLE | 58.63 |
| 340-200-214 | AFLAC PAYABLE | 571.55 |
| 340-200-215 | CLOTHES RENTAL PAYABLE | 0.00 |
| 340-200-216 | CINCINNATI LIFE PAYABLE | 390.42 |
| 340-200-218 | BLUE CHOICE PAYABLE | 175.48 |
| 340-200-219 | SCOTT & WHITE HEALTH PAYABLE | ( 5,298.48) |
| 340-200-221 | FLEXIBLE SPENDING(FSA) PAYABLE | 0.00 |
| 340-200-222 | PRE-PAID LEGAL PAYABLE | ( 212.30) |
| 340-200-228 | MISC. DEDUCTIONS PAYABLE | 0.00 |
| 340-200-229 | MET LIFE DENTAL PAYABLE | ( 135.78) |
| 340-200-230 | UNITED WAY PAYABLE | ( 1.00) |
| 340-200-233 | OTHER A/P PENDING (AUDITOR) | ( 15,805.47) |
| 340-200-235 | VISION PLAN PAYABLE | 46.77 |
| 340-200-240 | BONDS PAYABLE-CURRENT | 0.00 |
| 340-200-300 | RETAINAGE PAYABLE | 0.00 |
| 340-200-401 | WAGES PAYABLE | 22,918.27 |
| 340-200-500 | ACCOUNTS PAYABLE PENDING | 219,788.73 |
| 340-200-505 | DUE TO OTHER FUNDS | 0.00 |
| 340-200-999 | UNRECONCILED DIFFERENCES | 0.00 |
| 340-210-100 | UNAMORT. BOND DISCOUNT | 0.00 |
| 340-210-101 | BOND PREMIUMS | 1,819,061.48 |
| 340-210-102 | DEFERRED AMT ON REFUNDING | ( 410,126.74) |
| 340-210-110 | DEFERRED OUTFLOW RESORCES TMRS | ( 128,856.27) |
| 340-210-111 | SDBF-DEF OUTFLOW OF RE CONTR | ( 1,320.04) |
| 340-210-113 | SDBF DEF INFLOW ACT EX VS ASS | 3,925.93 |
| 340-210-114 | SDBF DEF OUTFLOW CHNG ASSUMPT | ( 13,179.58) |
| 340-210-115 | DEFERRED OUTFLOW INVST TMRS | 277,951.02 |
| 340-210-118 | DEFERRED INFLOW-ACTUAL VS ASSM | ( 4,380.77) |
| 340-210-119 | DEFERRED OUTFLOW-CHNG IN ASSUM | ( 5,310.00) |
| 340-220-110 | DEFERRED INFLOW OF RESOURCES | 101,311.95 |
| 340-230-109 | CAPITAL LEASE BANC ONE NEMI | 0.00 |
| 340-230-114 | 4.5M CO SERIES 2003 (65%) | 0.00 |
| 340-230-115 | 4.2M COMB CO 2006 (4M) | 2,450,000.00 |
| 340-230-116 | 10M COMB SERIES 2007 (7M) | 3,855,000.00 |
| 340-230-117 | 9.615M COMB SERIES 08 (6.615M) | 0.00 |
| 340-230-118 | 8.995 GO REFUNDING 2009 | 0.00 |
| 340-230-119 | 2.625 GO REF 2010 | 0.00 |
| 340-230-120 | 5.450M GO REF 2012 (1.460M) | 0.00 |
| 340-230-121 | 4.595M 2015 GO REF (1.695M) | 900,000.00 |
| 340-230-122 | 8.010M 2016 GO REF (5.065M) | 5,065,000.00 |
| 340-230-123 | 5.34M COMB SERIES 2017(2.250M) | 2,200,000.00 |
| 340-230-124 | 3.02M GO REF 2017 (1.585M) | 1,225,000.00 |
| 340-230-125 | 12.590 M 2019 COs (4.425M) | 4,145,000.00 |
| 340-230-126 | 4.035M 2021 GO Ref | 195,000.00 |
| 340-230-127 | 22.91M 2022 CO (10.575M) | 10,575,000.00 |
| 340-240-100 | METER DEPOSITS | 581,086.00 |
| 340-240-101 | UNCLAIMED FUNDS | 5,611.58 |
| 340-240-120 | ALLOWANCE FOR BAD DEBT | 0.00 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

340-PUBLIC UTILITIES FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| | TOTAL LIABILITIES | | 32,780,676.66 | |
| EQUITY | | | | |
| 340-250-100 | CONTRIBUTED CAPITAL-WATER OPER | 454,779.30 | | |
| 340-250-101 | CONTRIBUTED CAPITAL SEWER OPER | 60,475.00 | | |
| 340-270-100 | FUND BALANCE | 9,491,916.17 | | |
| | TOTAL BEGINNING EQUITY | 10,007,170.47 | | |
| | TOTAL REVENUE | 12,359,330.49 | | |
| | TOTAL EXPENSES | 11,650,116.83 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 709,213.66 | | |
| | TOTAL EQUITY & FUND BALANCE | | 10,716,384.13 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 43,497,060.79 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

345-UTILITY IMPACT FEE FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 345-100-102 | CLAIM ON POOLED CASH | 3,428,910.62 | | |
| 345-100-103 | SECURITY INVESTMENTS | 0.00 | | |
| 345-100-104 | SAFEKEEPING CHECKING ACCT | 0.00 | | |
| 345-160-206 | WORK IN PROGRESS | 0.00 | | |
| 345-160-225 | PLANT DISTRIBUTION | 143,311.29 | | |
| 345-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 191,655.50) | | |
| 345-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 139,045.00 | | |
| | | | 3,519,611.41 | |
| | TOTAL ASSETS | | | 3,519,611.41 |
| LIABILITIES | | | | |
| 345-200-110 | CURRENT YEAR ENCUMBRANCE | ( 191,655.50) | | |
| 345-200-111 | PRIOR YEAR ENCUMBRANCE | 139,045.00 | | |
| 345-200-233 | OTHER A/P PENDING (AUDITOR) | 0.00 | | |
| 345-200-500 | ACCOUNTS PAYABLE PENDING | 0.00 | | |
| | TOTAL LIABILITIES | | ( 52,610.50) | |
| EQUITY | | | | |
| 345-270-100 | FUND BALANCE | 3,105,208.18 | | |
| | TOTAL BEGINNING EQUITY | 3,105,208.18 | | |
| | TOTAL REVENUE | 535,252.23 | | |
| | TOTAL EXPENSES | 68,238.50 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 467,013.73 | | |
| | TOTAL EQUITY & FUND BALANCE | | 3,572,221.91 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 3,519,611.41 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

350-AIRPORT FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | |
|---|---|---|---|
| ASSETS | | | |
| 350-100-102 | CLAIM ON POOLED CASH | 34,929.66 | |
| 350-100-106 | TEXPOOL 2017 AIRPORT CONST | 984,227.21 | |
| 350-120-100 | AIRPORT RECEIVABLES | 1,390.91 | |
| 350-120-101 | REFUND CHECKS PAYABLE | 0.00 | |
| 350-120-103 | MISC. ACCOUNTS RECEIVABLE | ( 385.00) | |
| 350-120-140 | GRANTS RECEIVABLE | 0.00 | |
| 350-120-250 | DUE FROM OTHER FUNDS (AUDITOR) | 0.00 | |
| 350-150-100 | BOND ISSUANCE COSTS | 0.00 | |
| 350-150-105 | DEFERRED AMT ON REFUNDING | 0.00 | |
| 350-160-100 | LAND | 859,833.00 | |
| 350-160-200 | T-HANGERS (BUILDINGS) | 4,344,298.10 | |
| 350-160-206 | FIXED ASSETS:WORK IN PROGRESS | 12,880.00 | |
| 350-160-210 | EQUIPMENT | 118,846.06 | |
| 350-160-300 | RUNWAY | 2,238,415.96 | |
| 350-160-335 | FIELD EQUIPMENT | 0.00 | |
| 350-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 91,456.35) | |
| 350-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 0.00 | |
| 350-170-103 | PRE-PAY HEALTH INSURANCE | 0.00 | |
| 350-190-103 | ACCUMULATED DEPRECIATION | ( 2,210,965.34) | |
| | | | 6,292,014.21 |
| | TOTAL ASSETS | | 6,292,014.21 |
| LIABILITIES | | | |
| 350-200-100 | ACCRUED ACCOUNTS PAYABLE | 0.00 | |
| 350-200-110 | CURRENT YEAR ENCUMBRANCE | ( 91,456.35) | |
| 350-200-111 | PRIOR YEAR ENCUMBRANCE | 0.00 | |
| 350-200-200 | FICA AND MEDICARE PAYABLE | 0.00 | |
| 350-200-201 | FEDERAL WITHHOLDING PAYABLE | 0.00 | |
| 350-200-202 | TMRS PAYABLE | 573.12 | |
| 350-200-210 | NET PENSION LIABILITY | 10,060.63 | |
| 350-200-211 | NEW OPED-SDBF LIABILITY | 3,145.63 | |
| 350-200-212 | UNUM LIFE INS PAYABLE | 0.00 | |
| 350-200-213 | DENTAL PAYABLE | 42.71 | |
| 350-200-214 | AFLAC PAYABLE | 0.00 | |
| 350-200-219 | SCOTT & WHITE PAYABLE | ( 13.58) | |
| 350-200-221 | FLEXIBLE SPENDING(FSA) PAYABLE | 47.22 | |
| 350-200-222 | PRE-PAID LEGAL | 0.00 | |
| 350-200-228 | MISC. DEDUCTIONS PAYABLE | 0.00 | |
| 350-200-233 | OTHER A/P PENDING (AUDITOR) | ( 617.76) | |
| 350-200-235 | VISION PLAN PAYABLE | 4.37 | |
| 350-200-240 | BONDS PAYABLE-CURRENT | 0.00 | |
| 350-200-401 | WAGES PAYABLE | 1,050.18 | |
| 350-200-500 | ACCOUNTS PAYABLE PENDING | 5,451.92 | |
| 350-200-501 | DUE TO FUND 100 (LOAN ADVANCE) | 0.00 | |
| 350-200-502 | DUE TO FUND 100 | 0.00 | |
| 350-200-505 | DUE TO OTHER FUNDS | 0.00 | |
| 350-200-999 | UNRECONCILED DIFFERENCE | ( 271.67) | |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

350-AIRPORT FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| 350-210-100 | UNAMORT. BOND DISCOUNT | 0.00 | | |
| 350-210-101 | BOND PREMIUMS | 17,874.76 | | |
| 350-210-110 | DEFERRED OUTFLOW TMRS CONT | ( 4,706.75) | | |
| 350-210-111 | SDBF DEF OUTFLOW RE CONTRIB | ( 48.22) | | |
| 350-210-113 | SDBF DEF INFLOW ACT EXP VS ASS | 143.40 | | |
| 350-210-114 | SDBF DEF OUTFLOW CHNG ASSUMPT | ( 481.41) | | |
| 350-210-115 | DEFERRED OUTLOW INVST TMRS | 10,152.76 | | |
| 350-210-118 | DEFERRED INFLOW ACT VS ASSMPT | ( 160.02) | | |
| 350-210-119 | DEFERRED OUTFLOW CNGS IN ASSUM | ( 193.96) | | |
| 350-230-101 | LONG TERM DEBT | 0.00 | | |
| 350-230-102 | BOND PAYABLE-$290K REF 2010 | 0.00 | | |
| 350-230-103 | 5.34M COMB SERIES 2017(1.445M) | 1,270,000.00 | | |
| 350-240-101 | ACCRUED INTEREST PAYABLE | 4,790.13 | | |
| | TOTAL LIABILITIES | | 1,225,387.11 | |
| EQUITY | | | | |
| ====== | | | | |
| 350-250-100 | CONTRIBUTED CAPITAL GRANT | 4,274,320.92 | | |
| 350-250-101 | CONTRIBUTED CAPITAL CITY | 75,265.82 | | |
| 350-280-100 | RETAINED EARNINGS | 294,756.02 | | |
| 350-281-100 | PRIOR PERIOD ADJUSTMENTS | 442,482.09 | | |
| | TOTAL BEGINNING EQUITY | 5,086,824.85 | | |
| | TOTAL REVENUE | 490,205.41 | | |
| | TOTAL EXPENSES | 510,403.16 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | ( 20,197.75) | | |
| | TOTAL EQUITY & FUND BALANCE | | 5,066,627.10 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 6,292,014.21 |
| | | | | ========== |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

370-CEMETERY OPERATING FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | |
|---|---|---|---|
| ASSETS | | | |
| 370-100-102 | CLAIM ON POOLED CASH | 161,454.94 | |
| 370-100-103 | SECURITY INVESTMENTS | 54,000.00 | |
| 370-100-104 | SAFEKEEPING CHECKING ACCCT | 0.00 | |
| 370-120-103 | MISC ACCOUNTS RECEIVABLE | 0.00 | |
| 370-160-206 | FIXED ASSETS-WORK IN PROGRESS | 0.00 | |
| 370-160-225 | INFRASTRUCTURE | 10,032.80 | |
| 370-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 54,132.33) | |
| 370-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 13,919.83 | |
| 370-170-103 | PRE-PAY HEALTH INSURANCE | 0.00 | |
| 370-190-103 | ACCUMULATED DEPRECIATION | ( 4,013.12) | |
| | | | 181,262.12 |
| | TOTAL ASSETS | | 181,262.12 |
| LIABILITIES | | | |
| 370-200-110 | CURRENT YR ENCUMBRANCE | ( 54,132.33) | |
| 370-200-111 | PRIOR YEAR ENCUMBRANCE | 13,919.83 | |
| 370-200-200 | FICA & MEDICARE PAYABLE | 0.00 | |
| 370-200-201 | FEDERAL WITHHOLDING PAYABLE | 0.00 | |
| 370-200-202 | TMRS PAYABLE | 612.24 | |
| 370-200-210 | NET PENSION LIABILITY | 14,714.65 | |
| 370-200-211 | NEW OPEB-SDBF LIABILITY | 4,600.79 | |
| 370-200-212 | UNUM LIFE INS PAYABLE | 0.00 | |
| 370-200-213 | ASSURANT DENTAL PAYABLE | 38.67 | |
| 370-200-214 | AFLAC PAYABLE | 0.00 | |
| 370-200-219 | SCOTT & WHITE HEALTH PAYABLE | 283.28 | |
| 370-200-221 | FLEXIBLE SPENDING(FSA) PAYABLE | 0.00 | |
| 370-200-222 | PRE-PAID LEGAL | 0.00 | |
| 370-200-228 | MISC DEDUCTIONS PAYABLE | 0.00 | |
| 370-200-233 | OTHER A/P PENDING (AUDITOR) | ( 1,342.29) | |
| 370-200-235 | VISION PLAN PAYABLE | 9.91 | |
| 370-200-401 | WAGES PAYABLE | 1,747.14 | |
| 370-200-500 | ACCOUNTS PAYABLE PENDING | 2,074.29 | |
| 370-210-100 | DUE TO CEMETERY LAND PURCHASE | 0.00 | |
| 370-210-110 | DEFERRED OUTFLOW CONT TMRS | ( 6,884.08) | |
| 370-210-111 | SDBF DEF OUTFLOW RES CONTRIB | ( 70.52) | |
| 370-210-113 | SDBF DEF INFLOW ACT EX VS ASSU | 209.74 | |
| 370-210-114 | SDBF DEF OUTFLOW CHNG ASSUMPT | ( 704.11) | |
| 370-210-115 | DEFERRED OUTFLOW INVST TMRS | 14,849.38 | |
| 370-210-118 | DEFERRED INFLOW ACTUAL VS ASSM | ( 234.04) | |
| 370-210-119 | DEFERRED OUTFLOW-CHG ASSUMP | ( 283.68) | |
| | TOTAL LIABILITIES | | ( 10,591.13) |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

370-CEMETERY OPERATING FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| EQUITY | | | | |
| 370-270-100 | FUND BALANCE | 178,123.52 | | |
| | TOTAL BEGINNING EQUITY | 178,123.52 | | |
| | TOTAL REVENUE | 292,598.49 | | |
| | TOTAL EXPENSES | 278,868.76 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 13,729.73 | | |
| | TOTAL EQUITY & FUND BALANCE | | 191,853.25 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 181,262.12 |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

382-FLEET SERVICES OPERATING

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | |
|---|---|---|---|
| ASSETS | | | |
| 382-100-102 | CLAIM ON POOLED CASH | 178,759.31 | |
| 382-100-104 | SAFEKEEPING CHECKING ACCT | 0.00 | |
| 382-120-250 | DUE FROM OTHER FUNDS | 0.00 | |
| 382-160-206 | ESCROW FOR EQUIPMENT PURCHASES | 0.00 | |
| 382-160-301 | VEHICLES | 0.00 | |
| 382-160-303 | OFFICE EQUIPMENT | 0.00 | |
| 382-160-305 | FIELD EQUIPMENT | 0.00 | |
| 382-160-306 | HEAVY EQUIPMENT | 0.00 | |
| 382-160-320 | EQUIPMENT | 0.00 | |
| 382-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 95,414.37) | |
| 382-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 74,881.95 | |
| 382-170-103 | PRE-PAY HEALTH INSURANCE | 0.00 | |
| 382-190-103 | ACCUMULATED DEPRECIATION | 0.00 | |
| | | | 158,226.89 |
| | TOTAL ASSETS | | 158,226.89 |
| LIABILITIES | | | |
| 382-200-110 | CURRENT YEAR ENCUMBRANCE | ( 95,414.37) | |
| 382-200-111 | PRIOR YEAR ENCUMBRANCE | 74,881.95 | |
| 382-200-200 | FICA AND MEDICARE PAYABLE | 0.00 | |
| 382-200-201 | FEDERAL WITHHOLDING PAYABLE | 0.00 | |
| 382-200-202 | TMRS PAYABLE | 437.43 | |
| 382-200-203 | DEFERRED COMP PAYABLE | 0.00 | |
| 382-200-208 | ACCRUED VACATION | 4,944.81 | |
| 382-200-210 | NET PENSION LIABILITY | 33,749.69 | |
| 382-200-211 | NEW OPEB-SDBF LIABILITY | 10,552.43 | |
| 382-200-212 | UNUM LIFE INSURANCE PAYABLE | ( 340.82) | |
| 382-200-213 | DENTAL PAYABLE | 45.76 | |
| 382-200-214 | AFLAC PAYABLE | 205.06 | |
| 382-200-215 | CLOTHES RENTAL PAYABLE | 0.00 | |
| 382-200-216 | CINCINNATI LIFE PAYABLE | 261.10 | |
| 382-200-218 | BLUE CHOICE PAYABLE | 0.00 | |
| 382-200-219 | SCOTT & WHITE HEALTH PAYABLE | ( 155.98) | |
| 382-200-221 | FLEXIBLE SPENDING(FSA) PAYABLE | 0.00 | |
| 382-200-222 | PRE-PAID LEGAL PAYABLE | ( 626.20) | |
| 382-200-228 | MISC DEDUCTIONS PAYABLE | 0.00 | |
| 382-200-229 | MET LIFE DENTAL PAYABLE | 0.00 | |
| 382-200-233 | OTHER A/P PENDING (AUDITOR) | ( 2,723.96) | |
| 382-200-235 | VISION PLAN PAYABLE | 12.40 | |
| 382-200-401 | WAGES PAYABLE | 2,212.96 | |
| 382-200-500 | ACCOUNTS PAYABLE PENDING | 88,241.00 | |
| 382-210-110 | DEFERRED OUTFLOW CONTB TMRS | ( 15,789.40) | |
| 382-210-111 | SDBF DEF OUTFLOW RES CONTRI | ( 161.75) | |
| 382-210-113 | SDBF DEF INFLOW ACT EXP VS ASS | 481.06 | |
| 382-210-114 | SDBF DEF OUTFLOW CHNG ASSUMPT | ( 1,614.96) | |
| 382-210-115 | DEFERRED OUTFLOW INVST TMRS | 31,135.86 | |
| 382-210-118 | DEFERRED INFLOW ACTUAL VS ASSM | 2,386.07 | |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

382-FLEET SERVICES OPERATING

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| 382-210-119 | DEFERRED OUTLOW-CHNG IN ASSUMP | ( 650.66) | | |
| 382-240-101 | UNCLAIMED FUNDS | 78.32 | | |
| | TOTAL LIABILITIES | | 132,147.80 | |
| EQUITY | | | | |
| ====== | | | | |
| 382-260-121 | RESERVE:FUTURE EQUIP PURCHASES | 0.00 | | |
| 382-270-100 | FUND BALANCE | ( 88,499.73) | | |
| | TOTAL BEGINNING EQUITY | ( 88,499.73) | | |
| | TOTAL REVENUE | 959,557.23 | | |
| | TOTAL EXPENSES | 844,978.41 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 114,578.82 | | |
| | TOTAL EQUITY & FUND BALANCE | | 26,079.09 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 158,226.89 |
| | | | | ========== |

BALANCE SHEET
AS OF: AUGUST 31ST, 2023

384-FLEET REPLACEMENT FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 384-100-102 | CLAIM ON POOLED CASH | 1,195,325.69 | | |
| 384-100-104 | CAPITAL EQUIP ACCT 2139517 | 0.00 | | |
| 384-100-105 | SIGNATURE BANK EQUIP (ESCROW) | 0.00 | | |
| 384-100-106 | FROST LEASING ESCROW 010597724 | 0.00 | | |
| 384-100-107 | UMB BANK CLAYTON HOLDINGS | 0.00 | | |
| 384-100-108 | 2018 FLEET/EQUIP TEXSTAR 20180 | 228,617.18 | | |
| 384-100-109 | GOVERNMENT CAPITAL CORP | 0.00 | | |
| 384-100-110 | US BANCORP GOVERNMENT LEAS | 0.00 | | |
| 384-100-111 | US BANCORP GOV ESCROW | 0.00 | | |
| 384-120-103 | MISC ACCOUNTS RECEIVABLE | 0.00 | | |
| 384-140-100 | PREPAID CAP LEASE | 0.00 | | |
| 384-150-100 | BOND ISSUANCE COSTS | 0.00 | | |
| 384-160-206 | FIXED ASSETS-WORK IN PROGRESS | 0.00 | | |
| 384-160-320 | MACHINERY & EQUIPMENT | 8,286,744.68 | | |
| 384-170-100 | CURRENT YR RES FOR ENCUMBRANCE | ( 4,770,518.93) | | |
| 384-170-101 | PRIOR YR RES FOR ENCUMBRANCE | 3,865,694.83 | | |
| 384-190-103 | ACCUMULATED DEPRECIATION | ( 6,274,950.69) | | |
| | | | 2,530,912.76 | |
| | TOTAL ASSETS | | | 2,530,912.76 |
| LIABILITIES | | | | |
| 384-200-104 | ACCRUED INTEREST PAYALBE | 0.00 | | |
| 384-200-110 | CURRENT YEAR ENCUMBRANCE | ( 4,716,114.93) | | |
| 384-200-111 | PRIOR YEAR ENCUMBRANCE | 3,811,290.83 | | |
| 384-200-500 | ACCOUNTS PAYABLE PENDING | 1,322.50 | | |
| 384-200-505 | DUE TO OTHER FUNDS | 0.00 | | |
| 384-210-101 | UNAMORT BOND PREMIUM | 35,113.49 | | |
| 384-230-103 | 5.44M COMB SERIES 2015(2.66M) | 1,330,000.00 | | |
| 384-230-115 | CAPITAL LEASE PAYABLE-CURRENT | 0.00 | | |
| 384-230-120 | CAP LEASE PAYABLE-NONCURRENT | 145,508.49 | | |
| 384-230-125 | NOTES PAYABLE | 1,036,909.12 | | |
| 384-240-101 | ACCRUED INTEREST PAYABLE | 23,525.58 | | |
| | TOTAL LIABILITIES | | 1,667,555.08 | |
| EQUITY | | | | |
| 384-270-100 | FUND BALANCE | ( 55,510.98) | | |
| | TOTAL BEGINNING EQUITY | ( 55,510.98) | | |
| | TOTAL REVENUE | 1,463,823.57 | | |
| | TOTAL EXPENSES | 544,954.91 | | |
| | TOTAL INCREASE/(DECREASE) IN FUND BAL. | 918,868.66 | | |
| | TOTAL EQUITY & FUND BALANCE | | 863,357.68 | |
| | TOTAL LIABILITIES, EQUITY & FUND BALANCE | | | 2,530,912.76 |

# Attachment E

## Sales Tax Tracking Report

## Sales Tax Tracking (Total Amount) FY 2022-23

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Actual | 2022-23 Estimated Amount | $ Difference from Actual to Est. Amt | % from Actual | $ Difference from Prior Year Amount | % from Pr. Yr. Actual |
|---|---|---|---|---|---|---|---|---|---|
| **October** | $ 389,538 | 393,127 | 468,966 | 1,023,003 | 1,184,875 | (161,872) | -13.7% | 554,037 | 118.1% |
| **November** | 422,737 | 482,805 | 581,787 | 1,242,415 | 1,309,542 | (67,127) | -5.1% | 660,627 | 113.6% |
| **December** | 390,346 | 404,316 | 475,711 | 1,743,702 | 1,192,328 | 551,374 | 46.2% | 1,267,991 | 266.5% |
| **January** | 356,902 | 403,476 | 421,763 | 1,660,588 | 1,132,715 | 527,873 | 46.6% | 1,238,825 | 293.7% |
| **February** | 507,733 | 552,026 | 678,554 | 2,494,516 | 1,361,219 | 1,133,297 | 83.3% | 1,815,962 | 267.6% |
| **March** | 347,808 | 393,003 | 503,163 | 1,900,982 | 1,222,662 | 678,320 | 55.5% | 1,397,819 | 277.8% |
| **April** | 332,858 | 391,521 | 453,235 | 688,276 | 1,167,492 | (479,216) | -41.0% | 235,041 | 51.9% |
| **May** | 457,487 | 577,092 | 710,906 | 3,804,360 | 1,369,343 | 2,435,016 | 177.8% | 3,093,453 | 435.1% |
| **June** | 403,305 | 493,430 | 612,055 | 2,176,802 | 1,342,988 | 833,814 | 62.1% | 1,564,747 | 255.7% |
| **July** | 423,927 | 442,382 | 849,121 | 1,964,244 | 1,271,236 | 693,008 | 54.5% | 1,115,123 | 131.3% |
| **August** | 514,060 | 549,608 | 703,460 | 2,438,379 | 1,333,490 | 1,104,889 | 82.9% | 1,734,919 | 246.6% |
| **Sept.** | 408,382 | 468,276 | 867,785 | | 1,271,969 | | | | 0.0% |
| | **$ 4,955,083** | **$ 5,551,064** | **$ 7,326,507** | **$ 21,137,267** | **$ 15,159,859** | | | **$ 14,678,545** | |
| | 1,238,771 | 1,387,766 | 1,831,627 | | | | | | |

## Sales Tax Tracking (Taylor EDC Portion) FY 2022-23

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Actual |
|---|---|---|---|---|
| **October** | $ 97,385 | $ 98,282 | $ 117,242 | $ 255,751 |
| **November** | $ 105,684 | $ 120,701 | $ 145,447 | $ 310,604 |
| **December** | $ 97,587 | $ 101,079 | $ 118,928 | $ 435,926 |
| **January** | $ 89,225 | $ 100,869 | $ 105,441 | $ 415,147 |
| **February** | $ 126,933 | $ 138,007 | $ 169,639 | $ 623,629 |
| **March** | $ 86,952 | $ 98,251 | $ 125,791 | $ 475,245 |
| **April** | $ 83,214 | $ 97,880 | $ 113,309 | $ 172,069 |
| **May** | $ 114,372 | $ 144,273 | $ 177,727 | $ 951,090 |
| **June** | $ 100,826 | $ 123,358 | $ 153,014 | $ 544,201 |
| **July** | $ 105,982 | $ 110,595 | $ 212,280 | $ 491,061 |
| **August** | $ 128,515 | $ 137,402 | $ 175,865 | $ 609,595 |
| **Sept.** | $ 102,095 | $ 117,069 | $ 216,946 | $ - |
| | **1,238,771** | **1,387,766** | **1,831,627** | **5,284,317** |

## Sales Tax Tracking (City's Portion) FY 2022-23

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Actual | 2022-23 Estimated Op Amount | $ Difference from Actual to Est. Amt | % from Actual | $ Difference from Prior Year Amount | % from Pr. Yr. Actual |
|---|---|---|---|---|---|---|---|---|---|
| **October** | 292,154 | 294,845 | 351,725 | 767,252 | 888,656 | (121,404) | -13.7% | 415,528 | 118.1% |
| **November** | 317,053 | 362,104 | 436,341 | 931,811 | 982,157 | (50,346) | -5.1% | 495,470 | 113.6% |
| **December** | 292,760 | 303,237 | 356,784 | 1,307,777 | 894,246 | 413,531 | 46.2% | 950,993 | 266.5% |
| **January** | 267,676 | 302,607 | 316,322 | 1,245,441 | 849,536 | 395,905 | 46.6% | 929,119 | 293.7% |
| **February** | 380,800 | 414,020 | 508,916 | 1,870,887 | 1,020,915 | 849,973 | 83.3% | 1,361,971 | 267.6% |
| **March** | 260,856 | 294,752 | 377,372 | 1,425,736 | 916,996 | 508,740 | 55.5% | 1,048,364 | 277.8% |
| **April** | 249,643 | 293,641 | 339,926 | 516,207 | 875,619 | (359,412) | -41.0% | 176,281 | 51.9% |
| **May** | 343,115 | 432,819 | 533,180 | 2,853,270 | 1,027,008 | 1,826,262 | 177.8% | 2,320,090 | 435.1% |
| **June** | 302,478 | 370,073 | 459,041 | 1,632,602 | 1,007,241 | 625,361 | 62.1% | 1,173,560 | 255.7% |
| **July** | 317,946 | 331,786 | 636,841 | 1,473,183 | 953,427 | 519,756 | 54.5% | 836,342 | 131.3% |
| **August** | 385,545 | 412,206 | 527,595 | 1,828,784 | 1,000,117 | 828,667 | 82.9% | 1,301,189 | 246.6% |
| **Sept.** | 306,286 | 351,207 | 650,839 | | 953,977 | | | | 0.0% |

## Cumulative Year -to- Date (City's Portion) FY 2022-23

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Actual | 2022-23 Estimated Op Amount | $ Difference from Actual to Est. Amt | % from Actual | $ Difference from Prior Year Amount | % from Pr. Yr. Actual |
|---|---|---|---|---|---|---|---|---|---|
| **October** | 292,154 | 294,845 | 351,725 | 767,252 | 888,656 | (121,404) | -13.7% | 415,528 | 118.1% |
| **November** | 609,207 | 656,949 | 788,065 | 1,699,063 | 1,870,813 | (171,749) | -9.2% | 910,998 | 115.6% |
| **December** | 901,967 | 960,186 | 1,144,849 | 3,006,840 | 2,765,059 | 241,781 | 8.7% | 1,861,991 | 162.6% |
| **January** | 1,169,643 | 1,262,794 | 1,461,171 | 4,252,281 | 3,614,595 | 637,686 | 17.6% | 2,791,110 | 191.0% |
| **February** | 1,550,443 | 1,676,813 | 1,970,087 | 6,123,168 | 4,635,510 | 1,487,659 | 32.1% | 4,153,082 | 210.8% |
| **March** | 1,811,298 | 1,971,566 | 2,347,459 | 7,548,905 | 5,552,506 | 1,996,399 | 36.0% | 5,201,446 | 221.6% |
| **April** | 2,060,942 | 2,265,207 | 2,687,385 | 8,065,111 | 6,428,125 | 1,636,987 | 25.5% | 5,377,727 | 200.1% |
| **May** | 2,404,057 | 2,698,026 | 3,220,565 | 10,918,381 | 7,455,132 | 3,463,249 | 46.5% | 7,697,817 | 239.0% |
| **June** | 2,706,535 | 3,068,099 | 3,679,606 | 12,550,983 | 8,462,373 | 4,088,610 | 48.3% | 8,871,377 | 241.1% |
| **July** | 3,024,481 | 3,399,885 | 4,316,447 | 14,024,166 | 9,415,800 | 4,608,366 | 48.9% | 9,707,719 | 224.9% |
| **August** | 3,410,026 | 3,812,091 | 4,844,041 | 15,852,950 | 10,415,917 | 5,437,033 | 52.2% | 11,008,909 | 227.3% |
| **Sept.** | 3,716,313 | 4,163,298 | 5,494,880 | | 11,369,894 | | | | 0.0% |
| % Y-T-D Increase over prior year | 9.9% | 12.0% | 32.0% | | | | | | |

# Attachment F

## Monthly Investment Report



MONTHLY INVESTMENT REPORT

# City of Taylor

**AUGUST 31, 2023**

MEEDER

PUBLIC FUNDS

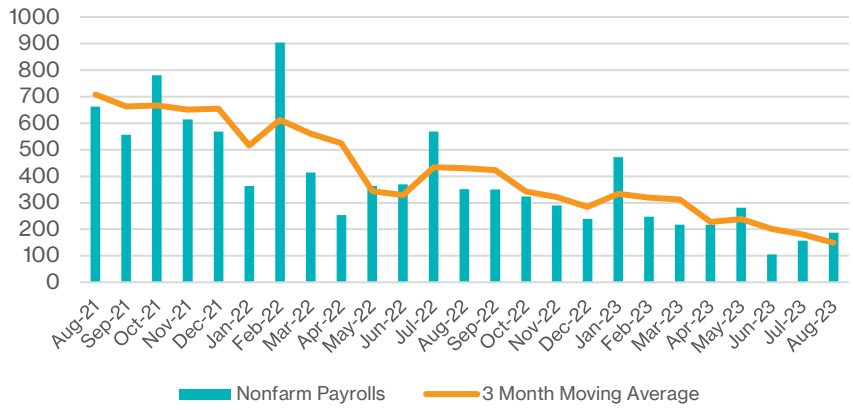
# A Slowly Slowing Economy

August is a notoriously slow month for markets, with this year being no exception. Economic data received in August showed a slowly softening labor market and inflation that is steadily declining. Although the Federal Reserve didn't officially meet in August, Chairman Jerome Powell spoke at the annual Jackson Hole Symposium and used his speech to reaffirm the Federal Reserve's commitment to their 2 percent inflation target. Powell stated that bringing inflation down to 2% will require a period of below-trend economic growth and that monetary policy will need to remain restrictive for the foreseeable future. Powell also acknowledged the uncertainties that the Federal Reserve is facing, as it is "challenging to know in real time" when monetary policy is restrictive enough, given the lag between restrictive policy and the economic slowdown.

The July US Employment report showed that the labor market continued to cool in July, as nonfarm payrolls missed estimates and increased by just 187,000. Likewise, the prior two months were revised down by a total of 49,000. Job growth has slowed over the last 18 to 24 months, with the 3-month moving average down to just 218,000. Wage growth is still elevated, as wages have increased by 4.4% over the last year. For now, the labor market is not growing fast enough for the Federal Reserve to hike again, but the stickiness of wages should keep cuts off the table until 2024.

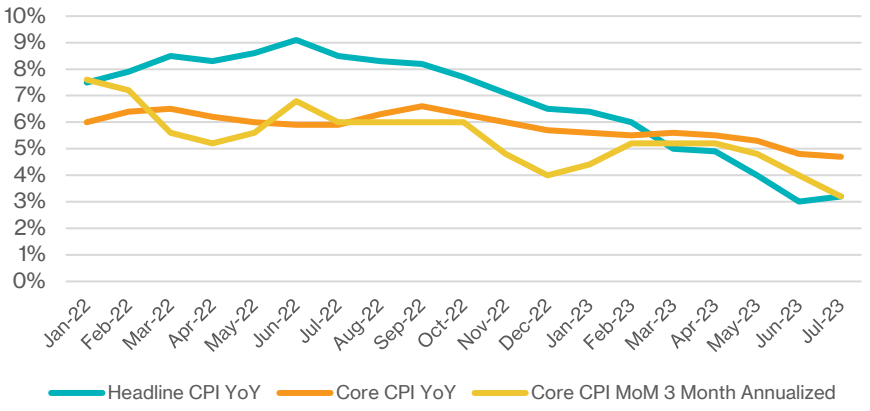
The Consumer Price Index (CPI) report from July pointed to more disinflation. Both headline and core CPI increased by 0.2% on the month, and on a year-over-year (YoY) basis increased by 3.2% and 4.7%, respectively. Comparatively, annualized core CPI over the last 3 months is down to 3.1% as the most recent data indicates that inflation is slowing and is likely more reflective of current pricing momentum than YoY figures that include data from nearly a year ago. The Federal Reserve and market participants will be keenly watching the next few months of data to see if the recent momentum sticks.

**LABOR MARKET GROWTH**




SOURCE: BLOOMBERG

**INFLATION COOLING**



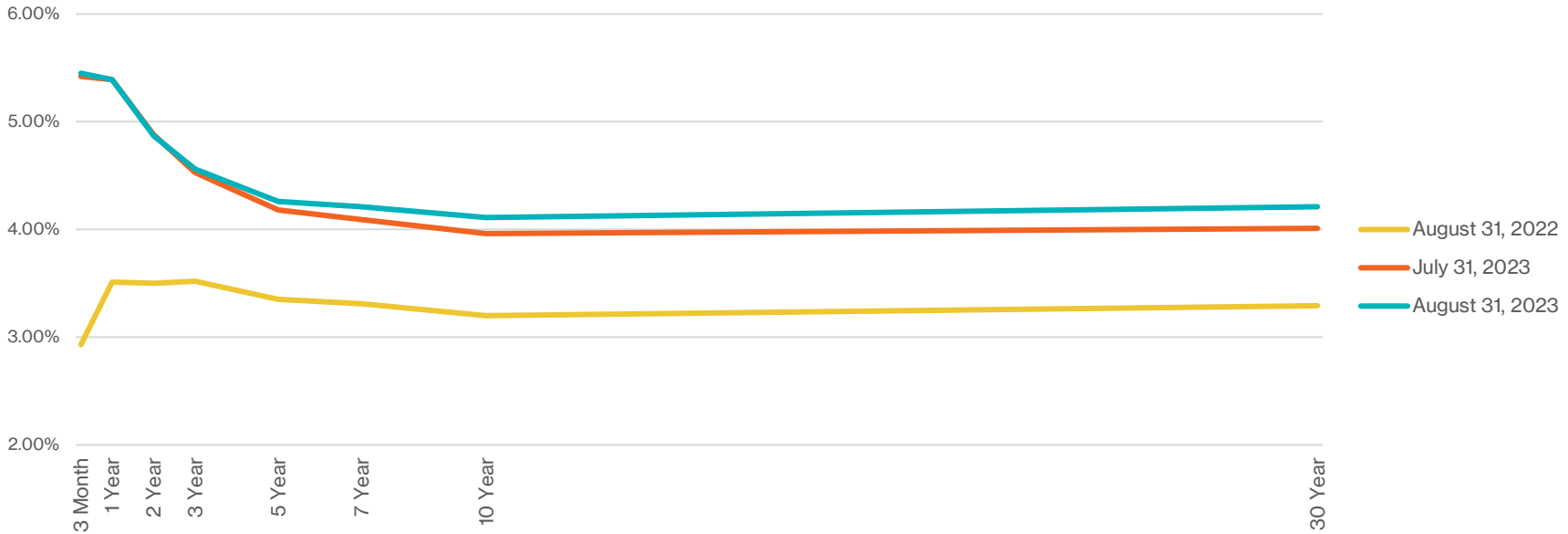

SOURCE: BLOOMBERG

# Rates Move Higher

With economic data lacking many surprises, bond markets remained generally unchanged throughout August. Market pricing for rate hikes and/or cuts started and ended the month in the same place, with a full rate cut still not priced in until mid-2024. Throughout August, markets continued to price in a more positive tone, leading to rates increasing. The 2-year US Treasury yield decreased 0.02% to 4.86%, while longer-term bonds increased as they are more reflective of growth. The 5-year US Treasury yield increased by 0.07% to 4.25%, and the 10-year US Treasury yield increased by 0.15% to 4.11%, steeping the curve some. At the end of July, the yield curve was still inverted by 0.77% as markets are pricing in rate cuts in 2024.

We will continue to look to add value by picking up incremental yield on high-quality bonds as cash flows permit. Even though the yield curve remains inverted and cash products yield more than longer-term bonds, adding duration and buying at current yields will benefit portfolio income over the full economic cycle. The Federal Reserve will cut rates and the curve will normalize, and we are closer now to the end of the cycle than we ever have been.

**US Treasury Yield Curve**



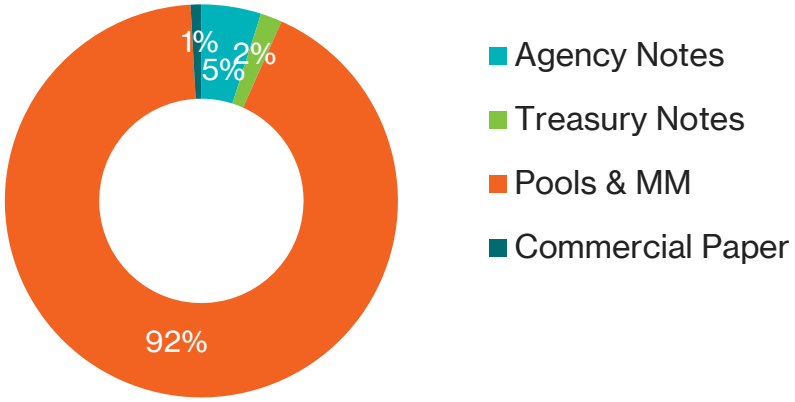
# Your Portfolio
As of August 31, 2023

MEEDER

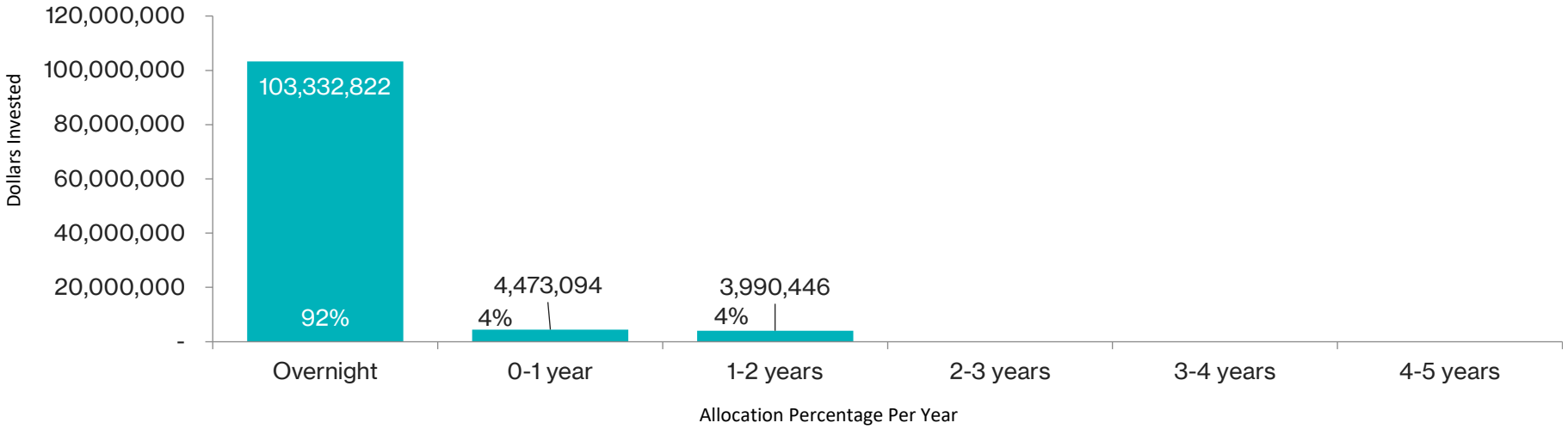
## Your Portfolio Statistics

| | |
|---|---|
| Weighted Average Maturity | 0.08 years |
| Weighted Average Yield (All Funds) | 5.30% |

## Your Asset Allocation




## Your Maturity Distribution



Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

# City of Taylor, Texas
# Portfolio Management
# Portfolio Summary
# August 31, 2023

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 365 Equiv. |
|---|---|---|---|---|---|---|---|
| Commercial Paper Disc. -Amortizing | 1,000,000.00 | 985,578.00 | 986,172.22 | 0.88 | 266 | 95 | 5.596 |
| Federal Agency Coupon Securities | 5,500,000.00 | 5,397,233.03 | 5,490,446.31 | 4.91 | 757 | 465 | 3.559 |
| Treasury Coupon Securities | 2,000,000.00 | 1,945,390.63 | 1,986,921.76 | 1.78 | 768 | 288 | 2.703 |
| Texpool | 21,265,570.40 | 21,265,570.40 | 21,265,570.40 | 19.02 | 1 | 1 | 5.305 |
| TexStar | 2,420,768.75 | 2,420,768.75 | 2,420,768.75 | 2.17 | 1 | 1 | 5.297 |
| Texas Class | 79,634,235.36 | 79,634,235.36 | 79,634,235.36 | 71.23 | 1 | 1 | 5.475 |
| Money Market | 12,247.42 | 12,247.42 | 12,247.42 | 0.01 | 1 | 1 | 0.400 |
| **Investments** | **111,832,821.93** | **111,661,023.59** | **111,796,362.22** | **100.00%** | **54** | **30** | **5.296** |
| **Cash and Accrued Interest** | | | | | | | |
| Accrued Interest at Purchase | | 9,627.78 | 9,627.78 | | | | |
| Subtotal | | 9,627.78 | 9,627.78 | | | | |
| **Total Cash and Investments** | **111,832,821.93** | **111,670,651.37** | **111,805,990.00** | | **54** | **30** | **5.296** |

| Total Earnings | August 31 Month Ending | Fiscal Year To Date |
|---|---|---|
| Current Year | 372,902.46 | 2,470,881.38 |

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the City of Taylor, Texas of the position and activity within the Citty's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic represenataions of the portfolio to provide full disclosure to the governing body.

_____ _____

Jeffrey Wood, Finance Director

MEEDER PUBLIC FUNDS

# City of Taylor, Texas
## Summary by Type
## August 31, 2023
## Grouped by Fund

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

| Security Type | Number of Investments | Par Value | Book Value | % of Portfolio | Average YTM 365 | Average Days to Maturity |
|---|---|---|---|---|---|---|
| **Fund: 2019 Bond Fund** | | | | | | |
| TexStar | 1 | 1,086,310.54 | 1,086,310.54 | 0.97 | 5.297 | 1 |
| **Subtotal** | **1** | **1,086,310.54** | **1,086,310.54** | **0.97** | **5.297** | **1** |
| **Fund: 2022 Debt Non-Tax Supported** | | | | | | |
| Texas Class | 1 | 6,987,122.44 | 6,987,122.44 | 6.25 | 5.475 | 1 |
| **Subtotal** | **1** | **6,987,122.44** | **6,987,122.44** | **6.25** | **5.475** | **1** |
| **Fund: 2022 Debt Tax Supported** | | | | | | |
| Texas Class | 1 | 9,523,550.44 | 9,523,550.44 | 8.52 | 5.475 | 1 |
| **Subtotal** | **1** | **9,523,550.44** | **9,523,550.44** | **8.52** | **5.475** | **1** |
| **Fund: 2022 Tax Supported Limited Tax** | | | | | | |
| Texas Class | 1 | 5,463,972.21 | 5,463,972.21 | 4.89 | 5.475 | 1 |
| **Subtotal** | **1** | **5,463,972.21** | **5,463,972.21** | **4.89** | **5.475** | **1** |
| **Fund: 2023A Tax & Revenue Co** | | | | | | |
| Texas Class | 1 | 53,095,497.32 | 53,095,497.32 | 47.49 | 5.475 | 1 |
| **Subtotal** | **1** | **53,095,497.32** | **53,095,497.32** | **47.49** | **5.475** | **1** |
| **Fund: Airport Fund** | | | | | | |
| Texpool | 1 | 984,227.21 | 984,227.21 | 0.88 | 5.305 | 1 |
| **Subtotal** | **1** | **984,227.21** | **984,227.21** | **0.88** | **5.305** | **1** |
| **Fund: Cemetery Permanent Fund** | | | | | | |
| Federal Agency Coupon Securities | 1 | 1,000,000.00 | 1,000,000.00 | 0.89 | 0.500 | 362 |
| Texas Class | 1 | 912.99 | 912.99 | 0.00 | 5.475 | 1 |
| Texpool | 1 | 378.59 | 378.59 | 0.00 | 5.305 | 1 |
| TexStar | 1 | 59,200.69 | 59,200.69 | 0.05 | 5.297 | 1 |
| **Subtotal** | **4** | **1,060,492.27** | **1,060,492.27** | **0.94** | **0.774** | **341** |

# City of Taylor, Texas
## Summary by Type
## August 31, 2023
## Grouped by Fund

| Security Type | Number of Investments | Par Value | Book Value | % of Portfolio | Average YTM 365 | Average Days to Maturity |
|---|---|---|---|---|---|---|
| **Fund: Fleet Replacement Fund** | | | | | | |
| TexStar | 1 | 228,617.18 | 228,617.18 | 0.20 | 5.297 | 1 |
| **Subtotal** | **1** | **228,617.18** | **228,617.18** | **0.20** | **5.297** | **1** |
| **Fund: General Fund** | | | | | | |
| Money Market | 1 | 12,247.42 | 12,247.42 | 0.01 | 0.400 | 1 |
| Commercial Paper Disc. -Amortizing | 1 | 1,000,000.00 | 986,172.22 | 0.88 | 5.596 | 95 |
| Federal Agency Coupon Securities | 5 | 4,500,000.00 | 4,490,446.31 | 4.02 | 4.241 | 488 |
| Treasury Coupon Securities | 2 | 2,000,000.00 | 1,986,921.76 | 1.78 | 2.703 | 288 |
| Texas Class | 1 | 3,486,911.80 | 3,486,911.80 | 3.12 | 5.475 | 1 |
| Texpool | 1 | 18,380,353.08 | 18,380,353.08 | 16.44 | 5.305 | 1 |
| TexStar | 1 | 1,046,640.34 | 1,046,640.34 | 0.94 | 5.297 | 1 |
| **Subtotal** | **12** | **30,426,152.64** | **30,389,692.93** | **27.19** | **5.004** | **95** |
| **Fund: General Capital Fund** | | | | | | |
| TexStar | 1 | 0.00 | 0.00 | 0.00 | 0.000 | 0 |
| **Subtotal** | **1** | **0.00** | **0.00** | **0.00** | **0.000** | **0** |
| **Fund: Special Rev-Tax Increment Fund** | | | | | | |
| Texpool | 1 | 596,403.78 | 596,403.78 | 0.53 | 5.305 | 1 |
| **Subtotal** | **1** | **596,403.78** | **596,403.78** | **0.53** | **5.305** | **1** |
| **Fund: Utility Fund** | | | | | | |
| Texas Class | 1 | 1,076,268.16 | 1,076,268.16 | 0.96 | 5.475 | 1 |
| Texpool | 1 | 1,304,207.74 | 1,304,207.74 | 1.17 | 5.305 | 1 |
| **Subtotal** | **2** | **2,380,475.90** | **2,380,475.90** | **2.13** | **5.382** | **1** |
| **Total and Average** | **27** | **111,832,821.93** | **111,796,362.22** | **100.00** | **5.296** | **30** |

MEEDER
PUBLIC FUNDS

# City of Taylor, Texas
## Fund 19BOND - 2019 Bond Fund
## Investments by Fund
## August 31, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **TexStar** | | | | | | | | | | |
| 20190 | 10044 | TexStar | 04/24/2019 | 1,086,310.54 | 1,086,310.54 | 1,086,310.54 | 5.297 | 5.224 | 5.297 | 1 |
| | | | **Subtotal and Average** | **1,086,310.54** | **1,086,310.54** | **1,086,310.54** | | **5.225** | **5.297** | **1** |
| | | | **Total Investments and Average** | **1,086,310.54** | **1,086,310.54** | **1,086,310.54** | | **5.225** | **5.297** | **1** |

# Fund 22DNTS - 2022 Debt Non-Tax Supported
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **Texas Class** | | | | | | | | | | |
| 70010 | 10063 | Texas Class | 03/29/2022 | 6,987,122.44 | 6,987,122.44 | 6,987,122.44 | 5.475 | 5.400 | 5.475 | 1 |
| | | **Subtotal and Average** | | **6,987,122.44** | **6,987,122.44** | **6,987,122.44** | | **5.400** | **5.475** | **1** |
| | | **Total Investments and Average** | | **6,987,122.44** | **6,987,122.44** | **6,987,122.44** | | **5.400** | **5.475** | **1** |

# Fund 22DTS - 2022 Debt Tax Supported
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **Texas Class** | | | | | | | | | | |
| 70009 | 10062 | Texas Class | 03/29/2022 | 9,523,550.44 | 9,523,550.44 | 9,523,550.44 | 5.475 | 5.400 | 5.475 | 1 |
| | | | **Subtotal and Average** | **9,523,550.44** | **9,523,550.44** | **9,523,550.44** | | **5.400** | **5.475** | **1** |
| | | | **Total Investments and Average** | **9,523,550.44** | **9,523,550.44** | **9,523,550.44** | | **5.400** | **5.475** | **1** |

# Fund 22TAX - 2022 Tax Supported Limited Tax
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **Texas Class** | | | | | | | | | | |
| 70011 | 10069 | Texas Class | 09/01/2022 | 5,463,972.21 | 5,463,972.21 | 5,463,972.21 | 5.475 | 5.400 | 5.475 | 1 |
| | | **Subtotal and Average** | | **5,463,972.21** | **5,463,972.21** | **5,463,972.21** | | **5.400** | **5.475** | **1** |
| | | **Total Investments and Average** | | **5,463,972.21** | **5,463,972.21** | **5,463,972.21** | | **5.400** | **5.475** | **1** |

# Fund 23ATAX - 2023A Tax & Revenue Co
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **Texas Class** | | | | | | | | | | |
| 70012 | 10075 | Texas Class | 08/17/2023 | 53,095,497.32 | 53,095,497.32 | 53,095,497.32 | 5.475 | 5.400 | 5.475 | 1 |
| | | **Subtotal and Average** | | **53,095,497.32** | **53,095,497.32** | **53,095,497.32** | | **5.400** | **5.475** | **1** |
| | | **Total Investments and Average** | | **53,095,497.32** | **53,095,497.32** | **53,095,497.32** | | **5.400** | **5.475** | **1** |

# Fund AIR - Airport Fund
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **Texpool** | | | | | | | | | | |
| 300019 | 10007 | Texpool | 11/01/2017 | 984,227.21 | 984,227.21 | 984,227.21 | 5.305 | 5.232 | 5.304 | 1 |
| | | | **Subtotal and Average** | **984,227.21** | **984,227.21** | **984,227.21** | | **5.232** | **5.305** | **1** |
| | | | **Total Investments and Average** | **984,227.21** | **984,227.21** | **984,227.21** | | **5.232** | **5.305** | **1** |

# Fund CEM - Cemetery Permanent Fund
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Date | Days To Maturity |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Federal Agency Coupon Securities** | | | | | | | | | | | |
| 3130ANNS5 | 10058 | FHLB Call Note | 08/30/2021 | 1,000,000.00 | 1,000,000.00 | 952,262.82 | 0.500 | 0.493 | 0.500 | 08/28/2024 | 362 |
| | | **Subtotal and Average** | | **1,000,000.00** | **1,000,000.00** | **952,262.82** | | **0.493** | **0.500** | | **362** |
| **Texpool** | | | | | | | | | | | |
| 300007 | 10008 | Texpool | 11/01/2017 | 378.59 | 378.59 | 378.59 | 5.305 | 5.232 | 5.304 | | 1 |
| | | **Subtotal and Average** | | **378.59** | **378.59** | **378.59** | | **5.232** | **5.305** | | **1** |
| **TexStar** | | | | | | | | | | | |
| 22880 | 10003 | TexStar | 11/01/2017 | 59,200.69 | 59,200.69 | 59,200.69 | 5.297 | 5.224 | 5.297 | | 1 |
| | | **Subtotal and Average** | | **59,200.69** | **59,200.69** | **59,200.69** | | **5.225** | **5.297** | | **1** |
| **Texas Class** | | | | | | | | | | | |
| 70006 | 10001 | Texas Class | 11/01/2017 | 912.99 | 912.99 | 912.99 | 5.475 | 5.400 | 5.475 | | 1 |
| | | **Subtotal and Average** | | **912.99** | **912.99** | **912.99** | | **5.400** | **5.475** | | **1** |
| | | **Total Investments and Average** | | **1,060,492.27** | **1,060,492.27** | **1,012,755.09** | | **0.763** | **0.774** | | **341** |

# Fund FLEET - Fleet Replacement Fund
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **TexStar** | | | | | | | | | | |
| 20180 | 10030 | TexStar | 08/08/2018 | 228,617.18 | 228,617.18 | 228,617.18 | 5.297 | 5.224 | 5.297 | 1 |
| | | | **Subtotal and Average** | **228,617.18** | **228,617.18** | **228,617.18** | | **5.225** | **5.297** | **1** |
| | | | **Total Investments and Average** | **228,617.18** | **228,617.18** | **228,617.18** | | **5.225** | **5.297** | **1** |

# Fund GEN - General Fund
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Date | Days To Maturity |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Commercial Paper Disc. -Amortizing** | | | | | | | | | | | |
| 22533UZ55 | 10070 | Credit Agricole CP | 03/14/2023 | 986,172.22 | 1,000,000.00 | 985,578.00 | | 5.519 | 5.595 | 12/05/2023 | 95 |
| | | **Subtotal and Average** | | **986,172.22** | **1,000,000.00** | **985,578.00** | | **5.519** | **5.596** | | **95** |
| **Federal Agency Coupon Securities** | | | | | | | | | | | |
| 3130AUZC1 | 10071 | FHLB Note | 03/14/2023 | 996,698.29 | 1,000,000.00 | 992,142.16 | 4.625 | 4.782 | 4.848 | 03/14/2025 | 560 |
| 3130AVB84 | 10072 | FHLB Note | 03/31/2023 | 1,007,055.17 | 1,000,000.00 | 999,449.92 | 5.250 | 4.471 | 4.533 | 09/13/2024 | 378 |
| 3130AVYU0 | 10073 | FHLB Note | 06/05/2023 | 992,845.15 | 1,000,000.00 | 981,245.28 | 3.950 | 4.320 | 4.380 | 06/02/2025 | 640 |
| 3130ATUR6 | 10074 | FHLB Note | 06/30/2023 | 993,847.70 | 1,000,000.00 | 992,674.61 | 4.625 | 5.056 | 5.126 | 12/13/2024 | 469 |
| 3130AMT85 | 10056 | FHLB Call Note | 06/28/2021 | 500,000.00 | 500,000.00 | 479,458.24 | 0.400 | 0.394 | 0.400 | 06/28/2024 | 301 |
| | | **Subtotal and Average** | | **4,490,446.31** | **4,500,000.00** | **4,444,970.21** | | **4.183** | **4.241** | | **487** |
| **Treasury Coupon Securities** | | | | | | | | | | | |
| 912828XT2 | 10061 | T Note | 03/28/2022 | 998,309.85 | 1,000,000.00 | 974,921.88 | 2.000 | 2.201 | 2.232 | 05/31/2024 | 273 |
| 9128286Z8 | 10066 | T Note | 06/21/2022 | 988,611.91 | 1,000,000.00 | 970,468.75 | 1.750 | 3.135 | 3.178 | 06/30/2024 | 303 |
| | | **Subtotal and Average** | | **1,986,921.76** | **2,000,000.00** | **1,945,390.63** | | **2.666** | **2.703** | | **287** |
| **Texpool** | | | | | | | | | | | |
| 300003 | 10004 | Texpool | 11/01/2017 | 18,380,353.08 | 18,380,353.08 | 18,380,353.08 | 5.305 | 5.232 | 5.304 | | 1 |
| | | **Subtotal and Average** | | **18,380,353.08** | **18,380,353.08** | **18,380,353.08** | | **5.232** | **5.305** | | **1** |
| **TexStar** | | | | | | | | | | | |
| 34440 | 10002 | TexStar | 11/01/2017 | 1,046,640.34 | 1,046,640.34 | 1,046,640.34 | 5.297 | 5.224 | 5.297 | | 1 |
| | | **Subtotal and Average** | | **1,046,640.34** | **1,046,640.34** | **1,046,640.34** | | **5.225** | **5.297** | | **1** |
| **Texas Class** | | | | | | | | | | | |
| 70008 | 10048 | Texas Class | 01/22/2020 | 3,486,911.80 | 3,486,911.80 | 3,486,911.80 | 5.475 | 5.400 | 5.475 | | 1 |
| | | **Subtotal and Average** | | **3,486,911.80** | **3,486,911.80** | **3,486,911.80** | | **5.400** | **5.475** | | **1** |
| **Money Market** | | | | | | | | | | | |
| 60618 | 10000 | Citizens Nat'l Bank MM-Public | 11/01/2017 | 12,247.42 | 12,247.42 | 12,247.42 | 0.400 | 0.394 | 0.400 | | 1 |
| | | **Subtotal and Average** | | **12,247.42** | **12,247.42** | **12,247.42** | | **0.395** | **0.400** | | **1** |
| | | **Total Investments and Average** | | **30,389,692.93** | **30,426,152.64** | **30,302,091.48** | | **4.936** | **5.004** | | **94** |

# Fund GENCAP - General Capital Fund
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **TexStar** | | | | | | | | | | |
| 20181 | 10029 | TexStar | 08/08/2018 | 0.00 | 0.00 | 0.00 | | | | 1 |
| | | | **Subtotal and Average** | **0.00** | **0.00** | **0.00** | | **0.000** | **0.000** | **0** |
| | | | **Total Investments and Average** | **0.00** | **0.00** | **0.00** | | **0.000** | **0.000** | **0** |

# Fund SPECREV - Special Rev-Tax Increment Fund
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **Texpool** | | | | | | | | | | |
| 300004 | 10005 | Texpool | 11/01/2017 | 596,403.78 | 596,403.78 | 596,403.78 | 5.305 | 5.232 | 5.304 | 1 |
| | | | **Subtotal and Average** | **596,403.78** | **596,403.78** | **596,403.78** | | **5.232** | **5.305** | **1** |
| | | | **Total Investments and Average** | **596,403.78** | **596,403.78** | **596,403.78** | | **5.232** | **5.305** | **1** |

# Fund UTIL - Utility Fund
# Investments by Fund
# August 31, 2023



| CUSIP | Investment # | Issuer | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **Texpool** | | | | | | | | | | |
| 300001 | 10006 | Texpool | 11/01/2017 | 1,304,207.74 | 1,304,207.74 | 1,304,207.74 | 5.305 | 5.232 | 5.304 | 1 |
| | | | **Subtotal and Average** | **1,304,207.74** | **1,304,207.74** | **1,304,207.74** | | **5.232** | **5.305** | **1** |
| **Texas Class** | | | | | | | | | | |
| 70007 | 10047 | Texas Class | 01/22/2020 | 1,076,268.16 | 1,076,268.16 | 1,076,268.16 | 5.475 | 5.400 | 5.475 | 1 |
| | | | **Subtotal and Average** | **1,076,268.16** | **1,076,268.16** | **1,076,268.16** | | **5.400** | **5.475** | **1** |
| | | | **Total Investments and Average** | **2,380,475.90** | **2,380,475.90** | **2,380,475.90** | | **5.308** | **5.382** | **1** |

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

# City of Taylor, Texas
# Cash Reconciliation Report
## For the Period August 1, 2023 - August 31, 2023

| Trans. Date | Investment # | Fund | Trans. Type | Security ID | Par Value | Security Description | Maturity Date | Purchases | Interest | Redemptions | Cash |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 08/28/2023 | 10058 | CEM | Interest | 3130ANNS5 | 1,000,000.00 | FHLBC 1.0M 0.50% Mat. 08/28/2024 | 08/28/2024 | 0.00 | 2,500.00 | 0.00 | 2,500.00 |
| | | | | | | | **Subtotal** | **0.00** | **2,500.00** | **0.00** | **2,500.00** |
| | | | | | | | **Total** | **0.00** | **2,500.00** | **0.00** | **2,500.00** |

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

# City of Taylor, Texas
## Interest Earnings
## Sorted by Fund - Fund
## August 1, 2023 - August 31, 2023
## Yield on Beginning Book Value

| CUSIP | Investment # | Fund | Security Type | Ending Par Value | Beginning Book Value | Ending Book Value | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings: Interest Earned | Adjusted Interest Earnings: Amortization/ Accretion | Adjusted Interest Earnings: Adjusted Interest Earnings |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Fund: 2019 Bond Fund** | | | | | | | | | | | | |
| 20190 | 10044 | 19BOND | RR2 | 1,086,310.54 | 1,088,283.82 | 1,086,310.54 | | 5.297 | 5.293 | 4,892.31 | 0.00 | 4,892.31 |
| | | | **Subtotal** | **1,086,310.54** | **1,088,283.82** | **1,086,310.54** | | | **5.293** | **4,892.31** | **0.00** | **4,892.31** |
| **Fund: 2022 Debt Non-Tax Supported** | | | | | | | | | | | | |
| 70010 | 10063 | 22DNTS | RR3 | 6,987,122.44 | 7,089,405.36 | 6,987,122.44 | | 5.475 | 5.474 | 32,958.26 | 0.00 | 32,958.26 |
| | | | **Subtotal** | **6,987,122.44** | **7,089,405.36** | **6,987,122.44** | | | **5.474** | **32,958.26** | **0.00** | **32,958.26** |
| **Fund: 2022 Debt Tax Supported** | | | | | | | | | | | | |
| 70009 | 10062 | 22DTS | RR3 | 9,523,550.44 | 9,862,984.48 | 9,523,550.44 | | 5.475 | 5.460 | 45,734.00 | 0.00 | 45,734.00 |
| | | | **Subtotal** | **9,523,550.44** | **9,862,984.48** | **9,523,550.44** | | | **5.460** | **45,734.00** | **0.00** | **45,734.00** |
| **Fund: 2022 Tax Supported Limited Tax** | | | | | | | | | | | | |
| 70011 | 10069 | 22TAX | RR3 | 5,463,972.21 | 5,438,625.97 | 5,463,972.21 | | 5.475 | 5.487 | 25,346.24 | 0.00 | 25,346.24 |
| | | | **Subtotal** | **5,463,972.21** | **5,438,625.97** | **5,463,972.21** | | | **5.487** | **25,346.24** | **0.00** | **25,346.24** |
| **Fund: 2023A Tax & Revenue Co** | | | | | | | | | | | | |
| 70012 | 10075 | 23ATAX | RR3 | 53,095,497.32 | 0.00 | 53,095,497.32 | | 5.475 | 5.489 | 119,497.32 | 0.00 | 119,497.32 |
| | | | **Subtotal** | **53,095,497.32** | **0.00** | **53,095,497.32** | | | **5.489** | **119,497.32** | **0.00** | **119,497.32** |
| **Fund: Airport Fund** | | | | | | | | | | | | |
| 300019 | 10007 | AIR | RRP | 984,227.21 | 979,812.77 | 984,227.21 | | 5.305 | 5.305 | 4,414.44 | 0.00 | 4,414.44 |
| | | | **Subtotal** | **984,227.21** | **979,812.77** | **984,227.21** | | | **5.305** | **4,414.44** | **0.00** | **4,414.44** |
| **Fund: Cemetery Permanent Fund** | | | | | | | | | | | | |
| 300007 | 10008 | CEM | RRP | 378.59 | 377.01 | 378.59 | | 5.305 | 4.934 | 1.58 | 0.00 | 1.58 |
| 70006 | 10001 | CEM | RR3 | 912.99 | 908.69 | 912.99 | | 5.475 | 5.572 | 4.30 | 0.00 | 4.30 |
| 22880 | 10003 | CEM | RR2 | 59,200.69 | 58,935.52 | 59,200.69 | | 5.297 | 5.298 | 265.17 | 0.00 | 265.17 |
| 3130ANNS5 | 10058 | CEM | FAC | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 08/28/2024 | 0.500 | 0.491 | 416.67 | 0.00 | 416.67 |

| CUSIP | Investment # | Fund | Security Type | Ending Par Value | Beginning Book Value | Ending Book Value | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings: Interest Earned | Adjusted Interest Earnings: Amortization/ Accretion | Adjusted Interest Earnings: Adjusted Interest Earnings |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | **Subtotal** | **1,060,492.27** | **1,060,221.22** | **1,060,492.27** | | | **0.764** | **687.72** | **0.00** | **687.72** |
| **Fund: Fleet Replacement Fund** | | | | | | | | | | | | |
| 20180 | 10030 | FLEET | RR2 | 228,617.18 | 227,593.20 | 228,617.18 | | 5.297 | 5.297 | 1,023.98 | 0.00 | 1,023.98 |
| | | | **Subtotal** | **228,617.18** | **227,593.20** | **228,617.18** | | | **5.297** | **1,023.98** | **0.00** | **1,023.98** |
| **Fund: General Fund** | | | | | | | | | | | | |
| 3130AVB84 | 10072 | GEN | FAC | 1,000,000.00 | 1,007,624.14 | 1,007,055.17 | 09/13/2024 | 5.250 | 4.447 | 4,375.00 | -568.97 | 3,806.03 |
| 3130AVYU0 | 10073 | GEN | FAC | 1,000,000.00 | 992,504.98 | 992,845.15 | 06/02/2025 | 3.950 | 4.308 | 3,291.67 | 340.17 | 3,631.84 |
| 3130ATUR6 | 10074 | GEN | FAC | 1,000,000.00 | 993,448.20 | 993,847.70 | 12/13/2024 | 4.625 | 5.041 | 3,854.16 | 399.50 | 4,253.66 |
| 3130AUZC1 | 10071 | GEN | FAC | 1,000,000.00 | 996,519.17 | 996,698.29 | 03/14/2025 | 4.625 | 4.765 | 3,854.17 | 179.12 | 4,033.29 |
| 912828XT2 | 10061 | GEN | TRC | 1,000,000.00 | 998,117.93 | 998,309.85 | 05/31/2024 | 2.000 | 2.225 | 1,693.99 | 191.92 | 1,885.91 |
| 9128286Z8 | 10066 | GEN | TRC | 1,000,000.00 | 987,446.79 | 988,611.91 | 06/30/2024 | 1.750 | 3.147 | 1,474.18 | 1,165.12 | 2,639.30 |
| 300003 | 10004 | GEN | RRP | 18,380,353.08 | 15,826,455.67 | 18,380,353.08 | | 5.305 | 5.837 | 78,462.76 | 0.00 | 78,462.76 |
| 70008 | 10048 | GEN | RR3 | 3,486,911.80 | 3,470,736.73 | 3,486,911.80 | | 5.475 | 5.487 | 16,175.07 | 0.00 | 16,175.07 |
| 60618 | 10000 | GEN | RR4 | 12,247.42 | 12,243.26 | 12,247.42 | | 0.400 | 0.400 | 4.16 | 0.00 | 4.16 |
| 34440 | 10002 | GEN | RR2 | 1,046,640.34 | 1,087,768.71 | 1,046,640.34 | | 5.297 | 5.268 | 4,867.21 | 0.00 | 4,867.21 |
| 3130AMT85 | 10056 | GEN | FAC | 500,000.00 | 500,000.00 | 500,000.00 | 06/28/2024 | 0.400 | 0.392 | 166.67 | 0.00 | 166.67 |
| 22533UZ55 | 10070 | GEN | ACP | 1,000,000.00 | 981,660.00 | 986,172.22 | 12/05/2023 | | 5.412 | 0.00 | 4,512.22 | 4,512.22 |
| | | | **Subtotal** | **30,426,152.64** | **27,854,525.58** | **30,389,692.93** | | | **5.260** | **118,219.04** | **6,219.08** | **124,438.12** |
| **Fund: Special Rev-Tax Increment Fund** | | | | | | | | | | | | |
| 300004 | 10005 | SPECREV | RRP | 596,403.78 | 247,433.03 | 596,403.78 | | 5.305 | 14.598 | 3,067.80 | 0.00 | 3,067.80 |
| | | | **Subtotal** | **596,403.78** | **247,433.03** | **596,403.78** | | | **14.598** | **3,067.80** | **0.00** | **3,067.80** |
| **Fund: Utility Fund** | | | | | | | | | | | | |
| 300001 | 10006 | UTIL | RRP | 1,304,207.74 | 1,298,358.06 | 1,304,207.74 | | 5.305 | 5.305 | 5,849.68 | 0.00 | 5,849.68 |
| 70007 | 10047 | UTIL | RR3 | 1,076,268.16 | 1,071,275.57 | 1,076,268.16 | | 5.475 | 5.487 | 4,992.59 | 0.00 | 4,992.59 |
| | | | **Subtotal** | **2,380,475.90** | **2,369,633.63** | **2,380,475.90** | | | **5.387** | **10,842.27** | **0.00** | **10,842.27** |
| | | | **Total** | **111,832,821.93** | **56,218,519.06** | **111,796,362.22** | | | **5.364** | **366,683.38** | **6,219.08** | **372,902.46** |

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

# City of Taylor, Texas
# Amortization Schedule
# August 1, 2023 - August 31, 2023
# Sorted By Fund - Fund

| Investment # / Issuer | Fund | Maturity Date / Amort. Date | Beginning Par Value / Current Rate | Purchase Principal | Original Premium or Discount | Ending Book Value | Amounts Amortized And Unamortized As of 08/01/2023 | Amount Amortized This Period | Amt Amortized Through 08/31/2023 | Amount Unamortized Through 08/31/2023 |
|---|---|---|---|---|---|---|---|---|---|---|
| **General Fund** | | | | | | | | | | |
| 10070<br>Credit Agricole CP | GEN | 12/05/2023 | 1,000,000.00 | 961,282.22 | -38,717.78 | 986,172.22 | 20,377.78<br>-18,340.00 | 4,512.22 | 24,890.00 | -13,827.78 |
| 10071<br>FHLB Note | GEN | 03/14/2025 | 1,000,000.00<br>4.625 | 995,701.21 | -4,298.79 | 996,698.29 | 817.96<br>-3,480.83 | 179.12 | 997.08 | -3,301.71 |
| 10072<br>FHLB Note | GEN | 09/13/2024 | 1,000,000.00<br>5.250 | 1,009,900.00 | 9,900.00 | 1,007,055.17 | -2,275.86<br>7,624.14 | -568.97 | -2,844.83 | 7,055.17 |
| 10073<br>FHLB Note | GEN | 06/02/2025 | 1,000,000.00<br>3.950 | 991,870.00 | -8,130.00 | 992,845.15 | 634.98<br>-7,495.02 | 340.17 | 975.15 | -7,154.85 |
| 10074<br>FHLB Note | GEN | 12/13/2024 | 1,000,000.00<br>4.625 | 993,035.38 | -6,964.62 | 993,847.70 | 412.82<br>-6,551.80 | 399.50 | 812.32 | -6,152.30 |
| 10061<br>T Note | GEN | 05/31/2024 | 1,000,000.00<br>2.000 | 995,078.13 | -4,921.87 | 998,309.85 | 3,039.80<br>-1,882.07 | 191.92 | 3,231.72 | -1,690.15 |
| 10066<br>T Note | GEN | 06/30/2024 | 1,000,000.00<br>1.750 | 972,187.50 | -27,812.50 | 988,611.91 | 15,259.29<br>-12,553.21 | 1,165.12 | 16,424.41 | -11,388.09 |
| | | | **Subtotal** | **6,919,054.44** | **-80,945.56** | **6,963,540.29** | **38,266.77<br>-42,678.79** | **6,219.08** | **44,485.85** | **-36,459.71** |
| | | | **Total** | **6,919,054.44** | **-80,945.56** | **6,963,540.29** | **38,266.77<br>-42,678.79** | **6,219.08** | **44,485.85** | **-36,459.71** |

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

# City of Taylor, Texas
# Projected Cashflow Report
## Sorted by Fund
## For the Period September 1, 2023 - March 31, 2024

| Projected Trans. Date | Investment # | Fund | Security ID | Transaction Type | Issuer | Par Value | Original Cost | Principal | Interest | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| **Cemetery Permanent Fund** | | | | | | | | | | |
| 11/28/2023 | 10058 | CEM | 3130ANNS5 | Call | FHLB Call Note | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.00 | 1,000,000.00 |
| 02/28/2024 | 10058 | CEM | 3130ANNS5 | Interest | FHLB Call Note | 0.00 | 0.00 | 0.00 | 2,500.00 | 2,500.00 |
| | | | | | **Total for Cemetery Permanent Fund** | **1,000,000.00** | **1,000,000.00** | **1,000,000.00** | **2,500.00** | **1,002,500.00** |
| **General Fund** | | | | | | | | | | |
| 09/13/2023 | 10072 | GEN | 3130AVB84 | Interest | FHLB Note | 0.00 | 0.00 | 0.00 | 27,270.83 | 27,270.83 |
| 09/14/2023 | 10071 | GEN | 3130AUZC1 | Interest | FHLB Note | 0.00 | 0.00 | 0.00 | 26,593.75 | 26,593.75 |
| 09/28/2023 | 10056 | GEN | 3130AMT85 | Call | FHLB Call Note | 500,000.00 | 500,000.00 | 500,000.00 | 0.00 | 500,000.00 |
| 11/30/2023 | 10061 | GEN | 912828XT2 | Interest | T Note | 0.00 | 0.00 | 0.00 | 10,000.00 | 10,000.00 |
| 12/02/2023 | 10073 | GEN | 3130AVYU0 | Interest | FHLB Note | 0.00 | 0.00 | 0.00 | 19,750.00 | 19,750.00 |
| 12/05/2023 | 10070 | GEN | 22533UZ55 | Maturity | Credit Agricole CP | 1,000,000.00 | 961,282.22 | 1,000,000.00 | 0.00 | 1,000,000.00 |
| 12/13/2023 | 10074 | GEN | 3130ATUR6 | Interest | FHLB Note | 0.00 | 0.00 | 0.00 | 23,125.00 | 23,125.00 |
| 12/28/2023 | 10056 | GEN | 3130AMT85 | Interest | FHLB Call Note | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 |
| 12/31/2023 | 10066 | GEN | 9128286Z8 | Interest | T Note | 0.00 | 0.00 | 0.00 | 8,750.00 | 8,750.00 |
| 03/13/2024 | 10072 | GEN | 3130AVB84 | Interest | FHLB Note | 0.00 | 0.00 | 0.00 | 26,250.00 | 26,250.00 |
| 03/14/2024 | 10071 | GEN | 3130AUZC1 | Interest | FHLB Note | 0.00 | 0.00 | 0.00 | 23,125.00 | 23,125.00 |
| | | | | | **Total for General Fund** | **1,500,000.00** | **1,461,282.22** | **1,500,000.00** | **165,864.58** | **1,665,864.58** |
| | | | | | **GRAND TOTALS:** | **2,500,000.00** | **2,461,282.22** | **2,500,000.00** | **168,364.58** | **2,668,364.58** |

# Disclosures

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**Meeder Public Funds**

Barton Oaks Plaza I
901 S. MoPac Expy
Suite 300
Austin, Texas
78746

866.633.3371

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☐ Quality of Life |
| ☐ Economic Vitality |

**Agenda Item #:** 3

**Agenda Title:** **Consider Ordinance 2023-43 amending ordinance 2019-30 and Chapter 14, Article IV of the Taylor City Code which established regulations and procedures and requiring a permit for development of certain pipelines within or involving city rights of way or utility infrastructure.**

**Council Action to be taken:** Consider ordinance adoption

**Department Submitted:** City Attorney

**Staff Contact:** Mark Schroeder

## 1. PURPOSE/DESCRIPTION

This agenda item provides for an ordinance amending the City's pipeline ordinance 2019-30.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The State of Texas passed legislation in the last legislative session that likely preempts the City from regulation of oil and gas pipelines in a city's extraterritorial jurisdiction. This ordinance removes the City's regulatory authority over pipelines in the extraterritorial jurisdiction.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Eliminates a potential conflict between City ordinance and new State law. | • Does not protect existing or future planned rights-of-way and utility easements from pipeline construction. |

## 4. RECOMMENDATION

Staff recommends adopting the ordinance.

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

Ordinance introduction – September 28, 2023
Ordinance adoption – October 12, 2023

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

N/A

## 8. ATTACHMENTS

3a. Ordinance 2023-43

**ORDINANCE NO.2023-43**

**AN ORDINANCE AMENDING ORDINANCE 2019-30 AND CHAPTER 14, ARTICLE IV OF THE TAYLOR CITY CODE WHICH ESTABLISHED REGULATIONS AND PROCEDURES AND REQUIRING A PERMIT FOR DEVELOPMENT OF CERTAIN PIPELINES WITHIN OR INVOLVING CITY RIGHTS OF WAY OR UTILITY INFRASTRUCTURE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE.**

**WHEREAS**, the City of Taylor, Texas, enacted Ordinance 2019-30 contained in Chapter 14, Article IV of the Taylor City Code, which established building regulations and permitting involving pipelines within the city's rights-of-way, roadways, and utility infrastructure; and

**WHEREAS**, the State of Texas recently passed legislation which likely preempts cities from the regulation of oil and gas pipelines in a city's extraterritorial jurisdiction; and

**WHEREAS,** it is in the best interest of the City that the ordinance be amended to remove any regulation of pipelines within the City of Taylor ETJ.

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

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

**SECTION 2.** Ordinance 2019-30 and Section 14-103(b) of the Taylor City Code is hereby amended to read as follows:

**Section 14-103 – Same – City permit required.**

> **(b) Transmission pipelines, hazardous pipelines, gathering lines and production lines within the city limits where they are within, under, or touch city right-of-way, roads, easements or any other city property shall be constructed in accordance with the city's ordinances.**

**SECTION 3**. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of this Ordinance to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Taylor, Texas, declares that it would have passed each and every part of this Ordinance notwithstanding the omission of any part declared to be invalid or unconstitutional.

DRAFT

**SECTION 4**. All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 28th day of September, 2023.

**PASSED, APPROVED and ADOPTED** on this the ____ day of _____, 2023.

_____
Brandt Rydell, Mayor

**ATTEST:**

_____
Dianna McLean, City Clerk

**APPROVED AS TO FORM:**

_____
Mark J. Schroeder, City Attorney

DRAFT

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-43, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2023, 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 _____, 2023.

_____
Dianna McLean
City Clerk

DRAFT

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR | |
|---|---|
| ☐ | Streets/Infrastructure |
| ☐ | Quality of Life |
| ☒ | Economic Vitality |

**Agenda Item #:** 4

**Agenda Title:** **Consider Ordinance 2023-44, PZ-2023-1792, regarding a request to realign proposed Community Boulevards in and adjacent to a 69-acre tract of land in the Envision Taylor Comprehensive Plan - Transportation Master Plan, for a proposed roadway part of and out of the H.G. Johnson Survey, Abstract No. 348, extending north through the Samuel Pharrass Survey, Abstract No. 496, Taylor, Williamson County, Texas**

**Council Action to be taken:** Consider Ordinance adoption

**Department Submitted:** Development Services

**Staff Contact:** Colin Harrison, Director of Development Services

## 1. PURPOSE/DESCRIPTION

The applicant has requested to amend the Comprehensive Plan, Transportation Master Plan to realign proposed Community Boulevards in and adjacent to a 69-acre tract of land. This request opens his property to more development. Most of the property has a flood plain through it and the combination of the proposed Community Boulevard and floodplain leaves very little land for development. This realignment opens up more land and creates a less invasive crossing to the north over the floodplain to connect with CR 398.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Planning Staff has consulted with the City's Transportation Engineer, Leslie Pollack. The following is Ms. Pollack's analysis of the request:

The Taylor Texas Holdings development is located northwest of the intersection of W 2nd Street (US-79) and CR 401. The adopted Transportation Plan proposes a future Community Boulevard extension from CR 401 north through the development, ultimately connecting with CR 366 at the Chandler Road intersection on the north side of the City of Taylor. The currently adopted Boulevard alignment crosses a floodplain within the Taylor Texas Holdings site. This amendment realigns the community boulevard west outside much of the flood plain. This relocation will reduce infrastructure costs for construction of the boulevard. The realignment will cause the Community Boulevard to terminate at CR 398 and be discontinuous with the proposed Community Boulevard

extension to the north. However, CR 398 provides an existing east/west connection across the floodplain for vehicles to travel.
The following are recommended:

- The Community Boulevard be relocated further west on the subject property to avoid the floodplain and reduce infrastructure costs (approximate alignment is shown on the attachment #6).
- The Community Boulevard will align with CR 401 at W 2nd Street.
- The Community Boulevard will terminate at CR 398 on the north.
- The alignment of the Community Boulevard will follow City of Taylor standards for horizontal and vertical curvature.

The development will conduct a traffic operational analysis of the community boulevard and CR 398 when the Traffic Impact Analysis is required for the development.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Will reduce infrastructure costs.<br>• Will align with CR 401 at W 2nd Street.<br>• Will terminate at CR 398 to the north.<br>• Alignment will follow standards for horizontal and vertical curvature. | |

## 4. RECOMMENDATION

At their September 12, 2023, meeting the Planning and Zoning Commission recommended approval to the City Council for the proposed zoning amendment.

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – September 12, 2023

City Council public hearing and ordinance introduction – September 28, 2023

City Council consideration of ordinance approval – October 12, 2023

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

N/A

## 8. ATTACHMENTS

4a. Staff Report
4b. Letter of Intent from the Applicant
4c. Location Map, Growth Sectors Map, Future Land Use Map
4d. Realignment Analysis Memo from City Transportation Engineer
4e. Proposed Transportation Master Plan Realignment Map
4f. Notification Map
4g. Ordinance 2023-44
    4g.1 Exhibit A – Survey
    4g.2 Exhibit B – TMP New Realignment Map
4h. PZ-2023-1792– Staff PowerPoint Presentation

**City of Taylor**
**PZ-2023-1792**
**Comprehensive Plan Amendment - Transportation Master Plan**
**Staff Report**

## Item Details

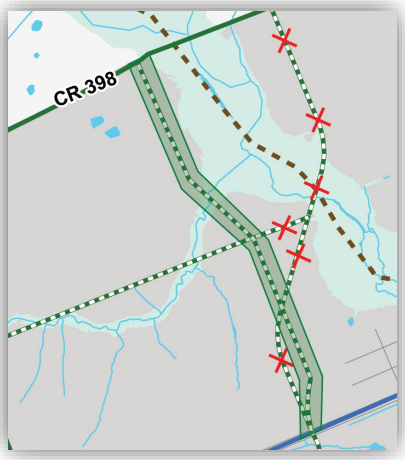
| | |
|---|---|
| **Subject Property:** | Generally located at 14501 U.S. 79, between U.S. 79 and County Road 398 |
| **Total Acreage:** | N/A |
| **Legal Description:** | Proposed roadways part of and out of the H.G. Johnson Survey, Abstract No. 348, extending north through the Samuel Pharrass Survey, Abstract No. 496, Taylor, Williamson County, Texas |
| **Applicant:** | Trevor Reik and Brent Tuley, Pape-Dawson Engineers, Inc. |
| **Property Owner(s):** | Taylor Texas Holding Inc., c/o David Cersonsky |
| **Request:** | An amendment to the Comprehensive Plan, Transportation Master Plan to realign proposed Community Boulevards in and adjacent to a 69-acre tract of land |
| **Case History:** | This is the first hearing of this request. |

## Overview of Applicant's Request & Background

The applicant has requested an amendment to the Transportation Master Plan found in the Comprehensive Plan to realign a section of the CR-401 extension north of U.S. 79 shown in the map below to straddle the west property line of Parcel R019338. The current route within the Transportation Master Plan bisects Parcel R019338 which is currently heavily encumbered by the FEMA Flood Hazard Area.

**Location:**

The subject property generally located at 14501 U.S. 79. Consisting of a proposed roadways in and adjacent to the subject property (see image).




**Physical and Natural Features:**

The proposed Community Boulevards are adjacent to vacant tracts of land with some commercial businesses along the frontage of U.S. 79.

**Growth Sector Designations:**

The current Growth Sector is Controlled Growth Sector. The Controlled Growth Sector should consist of areas within the city that are already developed and served by infrastructure along with areas where infrastructure is planned but not yet installed or lacks capacity. Growth policies should encourage the development or redevelopment of these areas as compact residential and mixed-use development.

**Future Land Use:**

The subject property was assigned the Future Land Use designation of Employment Center: Regional. Employment Centers are mixed use areas centered around office or industrial uses that can support significant employment. The office and industrial uses help support local retail and restaurants.

The surrounding properties are:

| Direction | Zoning District | Growth Sector | Future Land Use | Existing Land Use |
|---|---|---|---|---|
| **North** | R-1 (Single Family) | Controlled Growth Sector (G-2.1) | Employment Center: Regional | Vacant Agricultural Land |
| **South** | M-1 (Light Industrial) & BP-2 (Business Park) | Controlled Growth Sector (G-2.2) | Employment Center: Special Zone | Light Industrial Businesses |
| **East** | M-1 (Light Industrial) | Infill Growth Sector (G-5) | Employment Center: Regional | Airport |
| **West** | R/A (Rural Agricultural) | Controlled Growth Sector (G-2.2) | Employment Center: Special Zone | Vacant Agricultural Land |

## Utilities

The subject property is located within the City of Taylor water CCN. There is a sixteen (16) inch water line that is located to the south on U.S. 79. There is a twelve (12) inch wastewater line on the southern portion of the property.

## Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the zoning map amendment request. Fifteen (15) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, August 27, 2023.

## Staff Analysis

Planning Staff has consulted with the City's Transportation Engineer, Leslie Pollack. The following is Ms. Pollack's analysis of the request:

The Taylor Texas Holdings development is located northwest of the intersection of W 2nd Street (US-79) and CR 401. The adopted Transportation Plan proposes a future Community Boulevard extension from CR 401 north through the development, ultimately connecting with CR 366 at the Chandler Road intersection on the north side of the City of Taylor. The currently adopted Boulevard alignment crosses a floodplain within the Taylor Texas Holdings site. This amendment realigns the community boulevard west outside much of the flood plain. This relocation will reduce infrastructure costs for construction of the boulevard. The realignment will cause the Community Boulevard to terminate at CR 398 and be discontinuous with the proposed Community Boulevard extension to the north. However, CR 398 provides an existing east/west connection across the floodplain for vehicles to travel.

The following are recommended:

- The Community Boulevard be relocated further west on the subject property to avoid the floodplain and reduce infrastructure costs (approximate alignment is shown on the attachment #6).
- The Community Boulevard will align with CR 401 at W 2nd Street.
- The Community Boulevard will terminate at CR 398 on the north.
- The alignment of the Community Boulevard will follow City of Taylor standards for horizontal and vertical curvature.

The development will conduct a traffic operational analysis of the community boulevard and CR 398 when the Traffic Impact Analysis is required for the development.

## Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested amendment to the Transportation Master Plan.

## Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for Comprehensive Plan Amendments and recommends to City Council either in favor of or opposition to each request. In determining a recommendation on a Comprehensive Plan Amendment, the Planning and Zoning Commission members consider the following factors:

**Will the proposed amendment result in a Transportation classification that is more consistent with the text and policies of the Comprehensive Plan than the current designation?**

- Yes. The realignment is consistent with cross community connections and seeks to remove a proposed roadway outside of the floodplain to a more appropriate location.

**Would the proposed amendment result in a Transportation classification that is more compatible with the current and future roadways of adjacent and nearby properties?**

- Yes. The realignment relocates proposed roadways outside much of the floodplain and still provides direct north-south access from U.S. 79 and CR 398.

**Would the proposed amendment result in more efficient use of community facilities and infrastructure?**

- Yes. The proposed amendment would likely encourage development on the subject property and adjacent properties and meet the Comprehensive Plan's intent for growth in the area.

**Could the proposed amendment create or cause an increase in adverse impacts on the natural environment, especially water, green space/open space preservation, and air quality?**

- It is unlikely that the proposed amendment would cause adverse impacts. The realignment relocates roadways westward, out of a larger inundation of the floodplain.

**Attachments:**

1. Letter of Intent from Applicant
2. Location Map
3. Future Land Use Map
4. Growth Sector Map
5. Realignment Analysis Memo from City Transportation Engineer
6. Proposed Transportation Master Plan Realignment Map
7. Notification Map
8. Ordinance 2023-44
    a. Exhibit A – Survey
    b. Exhibit B – TMP New Realignment Map
9. PZ-2023-1792 PowerPoint Presentation

PAPE-DAWSON ENGINEERS

June 29, 2023

Tom Yantis
Development Services
400 Porter Street
Taylor, TX 76574

Re: 69-Acre Taylor Tract – Taylor, TX
Request to Amend ETCP

On behalf of our Client, Quannah Partners, It is being requested to shift a section of the CR-401 extension north of 79 shown in the Envision Taylor Comprehensive Plan (ETCP) to more follow, the west property line of Parcel R019338. The current routing shown in ETCP encumbers Parcel R019338 which is currently encumbered roughly half in flood plain.

We intend to develop the Parcel R019338 and therefore intend to realign the Proposed Community Boulevard (alignment of CR-401) to the western property boundary adjacent to Prewitt Farms LTD (Parcel R635748).

This realignment will still connect with the CR-401 currently being built by Williamson County, attached as Exhibit C for reference.

Additionally, the routing as currently shown in the ETCP is in the path of several converging waterways and within a wide mapped FEMA AE Zone. Crossing the waterways further north (similar to as shown in Attachments A and B) across more narrow single waterways within Zone A undetermined zones could be more cost effective and less problematic. The dashed line indicated in Exhibit A is a possible relocation depending on City's needed connection points.

The current request to amend the ETCP is only for the portion along and encumbering Parcel 019338. A survey of the property is also included with this document.
Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
Pape-Dawson Engineers, Inc.

Brent Tuley, PE
Senior Project Manager

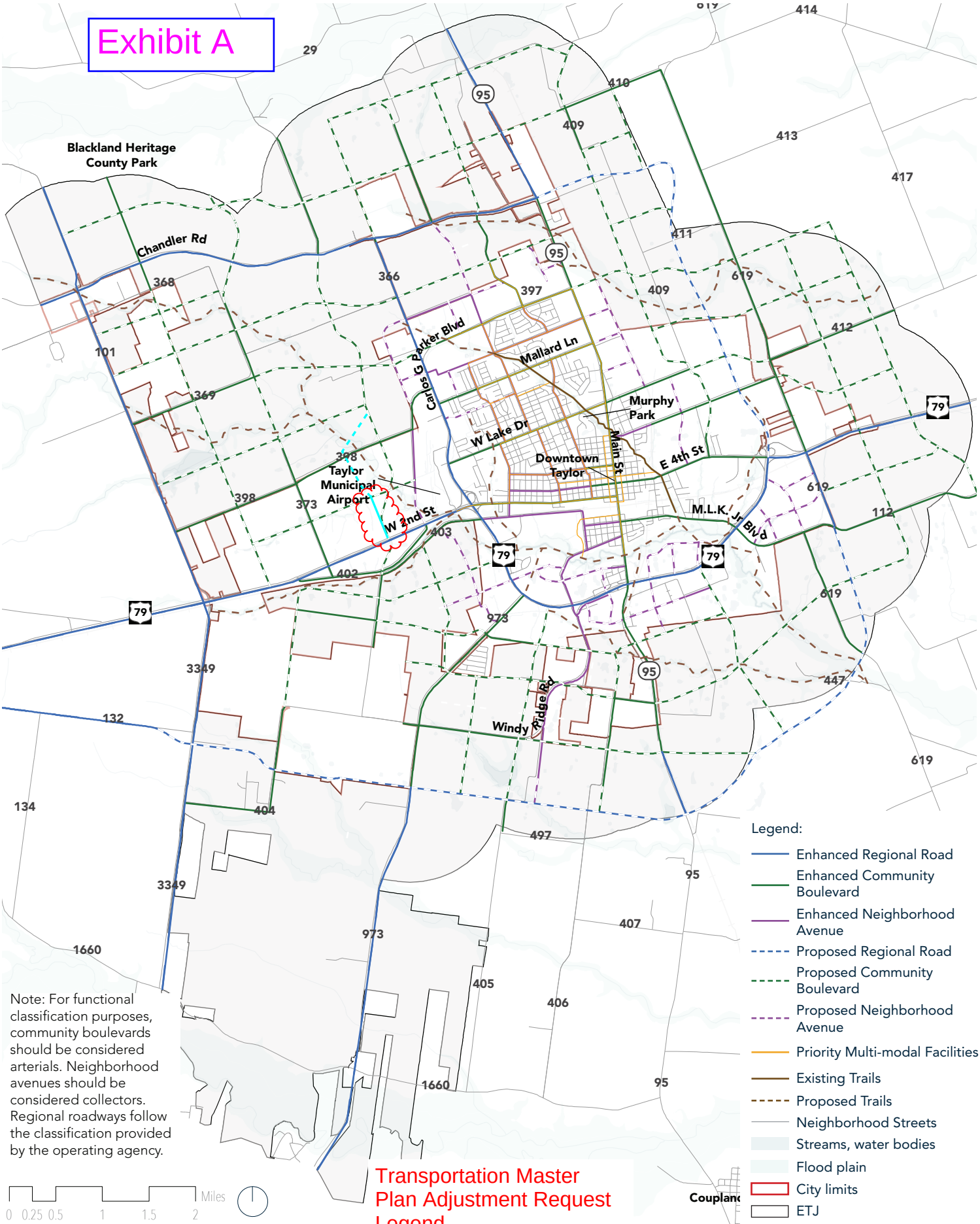



**Figure 88:** *Transportation Master Plan*

*Source: City of Taylor, HDR*

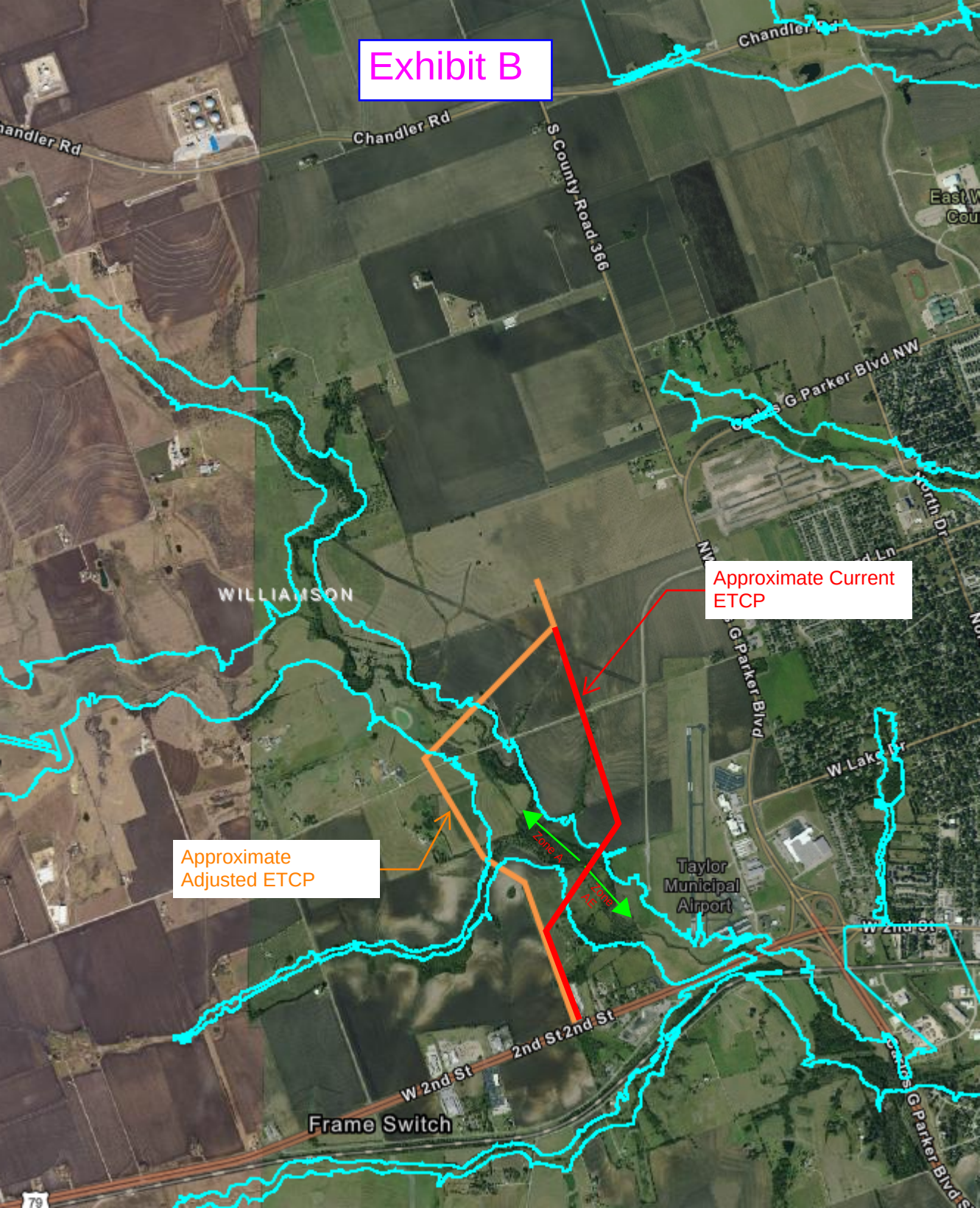
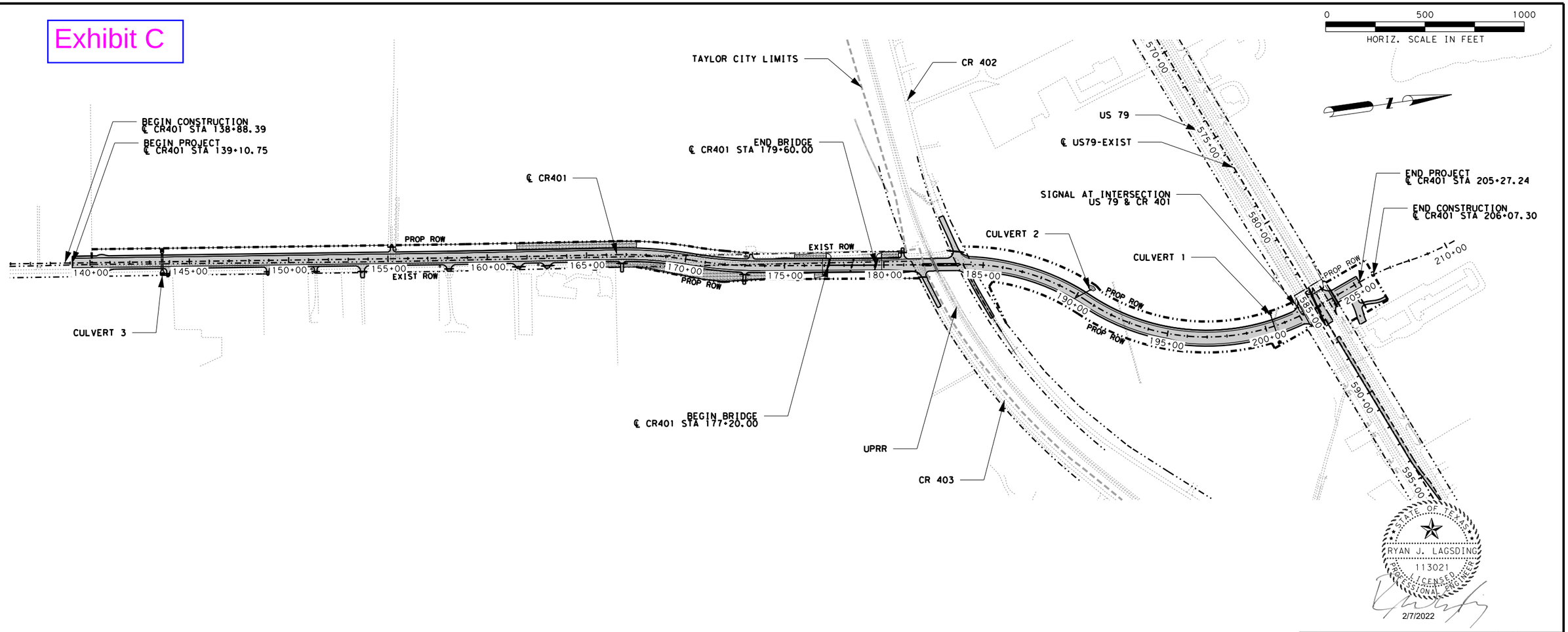


Exhibit B
Chandler Rd
S County Road 366
WILLIAMSON
Approximate Current ETCP
Approximate Adjusted ETCP
Zone A
Zone AE
Taylor Municipal Airport
W 2nd St
2nd St
Frame Switch

Exhibit C




STATE OF TEXAS
RYAN J. LAGSDING
113021
LICENSED PROFESSIONAL ENGINEER
2/7/2022

| NO. | REVISIONS | BY | DATE |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY
1848

HNTB
HNTB Corporation
The HNTB Companies
Engineers Architects Planners
Firm Registration Number F-420

Texas Department of Transportation

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COUNTY ROAD 401

# PROJECT LAYOUT

SHEET 1 OF 1

| FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | | SHEET NO. |
|---|---|---|---|
| 6 | | | 3 |
| STATE | DISTRICT | COUNTY | |
| TEXAS | | WILLIAMSON | |
| CONTROL | SECTION | JOB | HIGHWAY NO. |
| | | | CR 401 |

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2/7/2022
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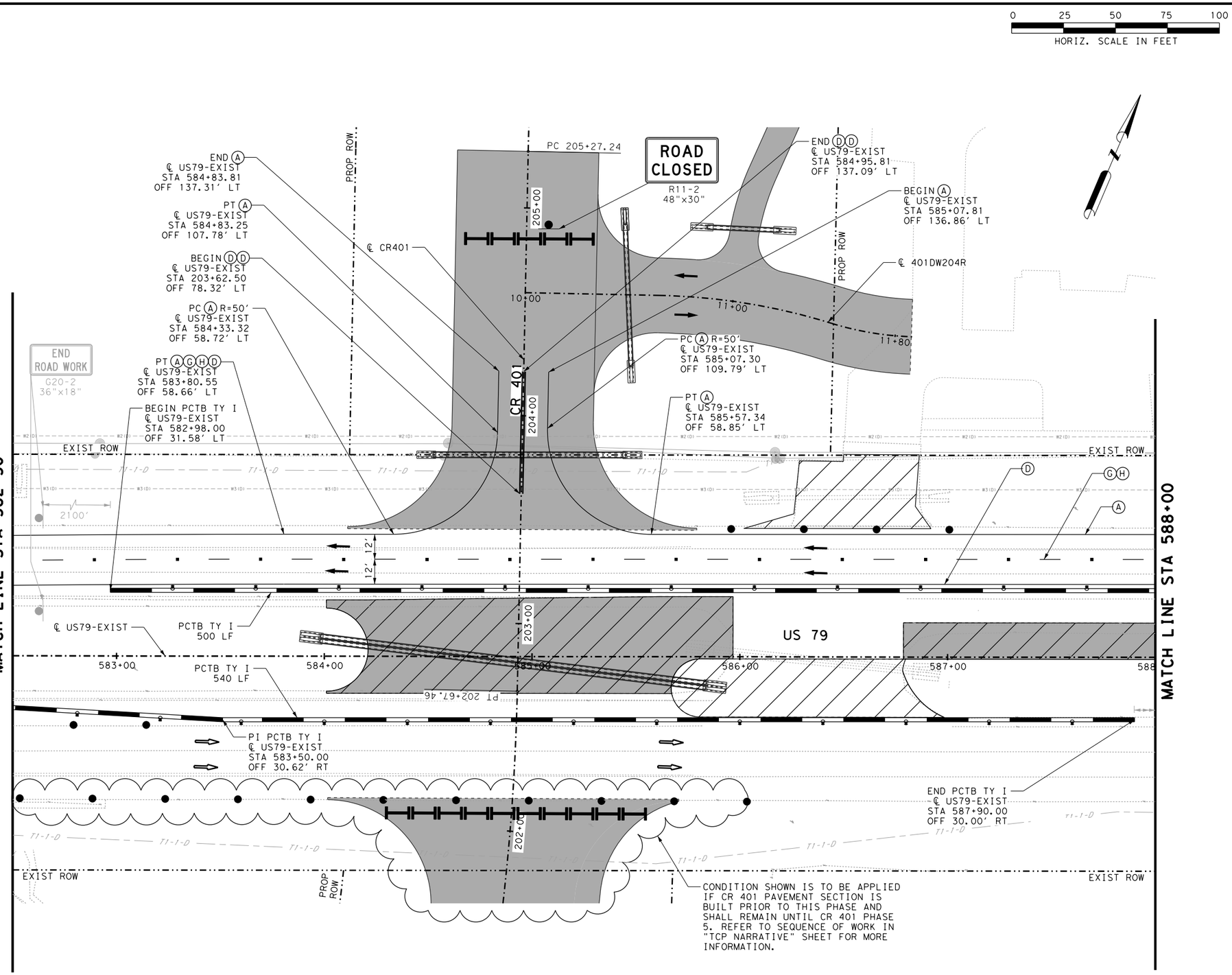


NOTES:
1. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES
2. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS AND SIDE STREETS DURING CONSTRUCTION
3. REFER TO STANDARD TCP (2-1c)-18 FOR MORE DETAILS

STATE OF TEXAS
JAIME A. SAENZ GARCIA
130696
LICENSED PROFESSIONAL ENGINEER
2/7/2022

| NO. | REVISIONS | BY | DATE |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY
1848

HNTB Corporation
The HNTB Companies
Engineers Architects Planners
Firm Registration Number F-420

Texas Department of Transportation

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COUNTY ROAD 401
# US 79 TRAFFIC CONTROL PLAN PHASE 2
SHEET 2 OF 5

| FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | | SHEET NO. |
|---|---|---|---|
| 6 | | | 25 |
| STATE | DISTRICT | COUNTY | |
| TEXAS | | WILLIAMSON | |
| CONTROL | SECTION | JOB | HIGHWAY NO. |
| | | | CR 401 |

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RECORDERS MEMORANDUM
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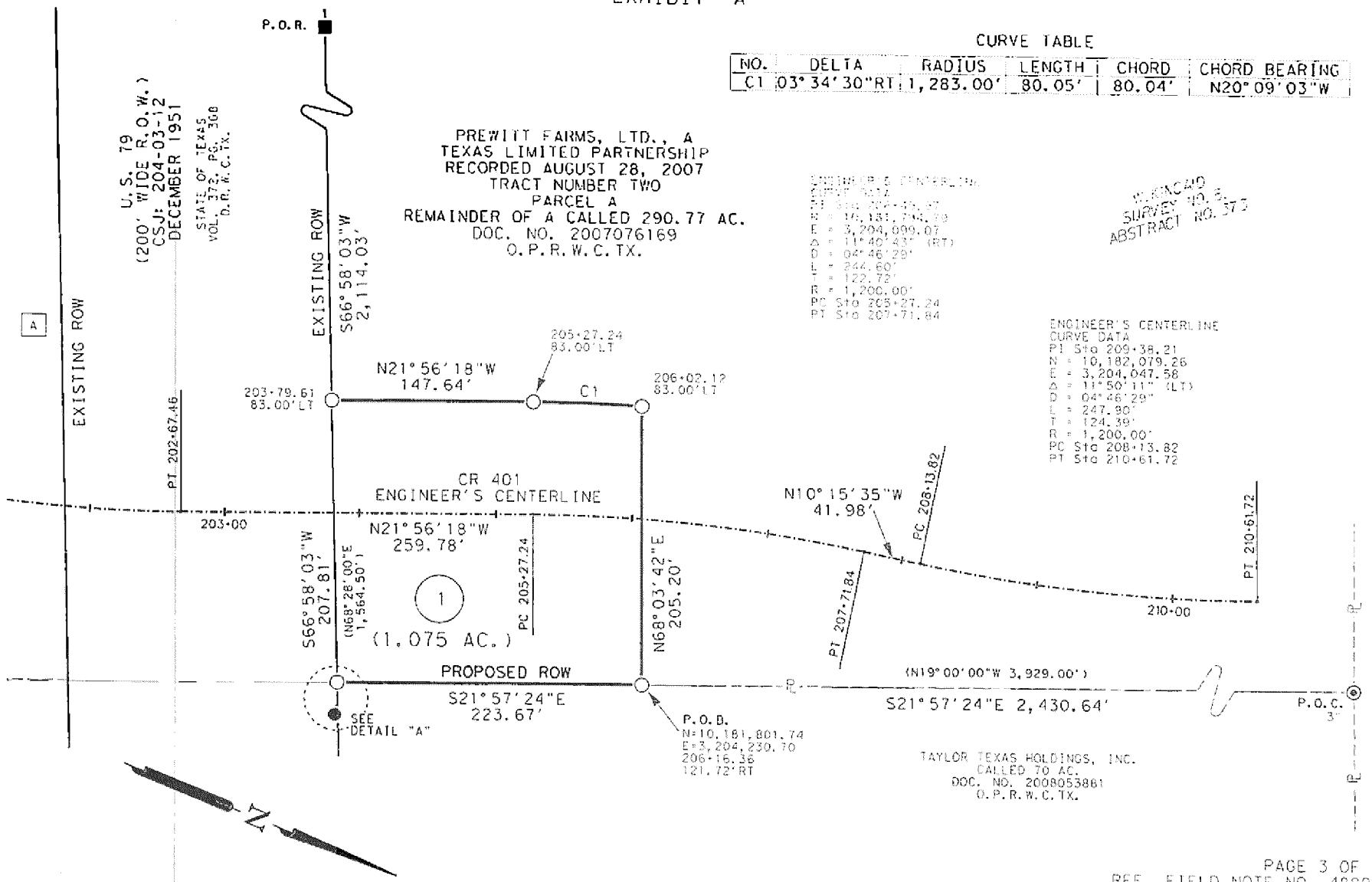
# EXHIBIT "A"




PAGE 3 OF 4
REF. FIELD NOTE NO. 48892

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| EXISTING | ±236.017 AC. | ACQUIRE | 1.075 AC. | REMAINING | 234.942 AC. LEFT |
|---|---|---|---|---|---|

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.075 AC. (46,810 SQ. FT.)

2022031498 Page 11 of 12

RECORDERS MEMORANDUM
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## LEGEND

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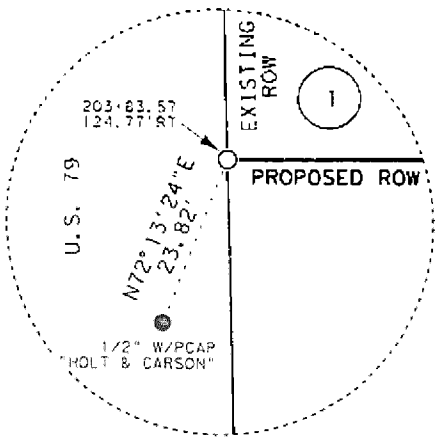
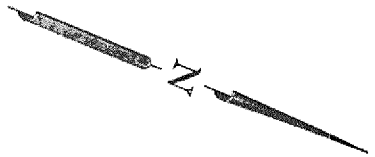
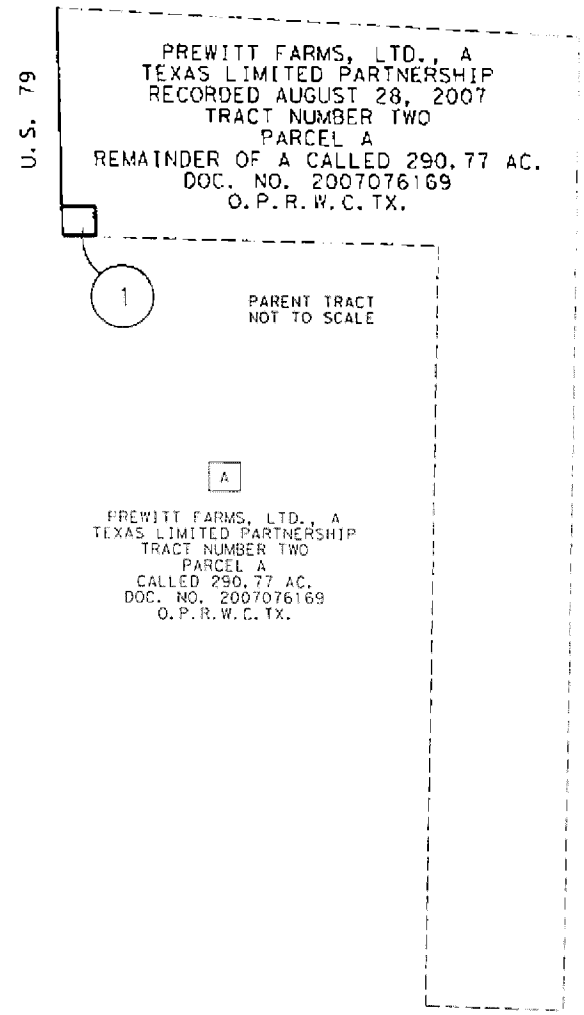
|---|---|
| ○ | 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ⬡ | FENCE POST (TYPE NOTED) |
| ■ | TYPE I CONCRETE MONUMENT FOUND |
| ⊡ | TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND |
| ⊙ | 1/2" IRON PIPE FOUND UNLESS NOTED |
| ▲ | 60D NAIL FOUND |
| ⊕ | MAGNAIL FOUND |
| ◎ | SPINDLE FOUND |
| ✕ | RAILROAD TIE |
| △ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| P.O.R. | POINT OF REFERENCE |
| N.T.S. | NOT TO SCALE |
| D.R.W.C.TX. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.TX. | OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.TX. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| —/— | DISTANCE NOT TO SCALE |
| ——1—— | DEED LINE (COMMON OWNERSHIP) |

## EXHIBIT "A"




DETAIL "A"
NOT TO SCALE




NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**Preliminary**

06/25/2021 3:19:34 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

PAGE 4 OF 4
REF. FIELD NOTE NO. 48892

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| EXISTING | *236.017 AC. | ACQUIRE | 1.075 AC. | REMAINING | 234.942 AC. LEFT |
|---|---|---|---|---|---|

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4801 Southwest Parkway
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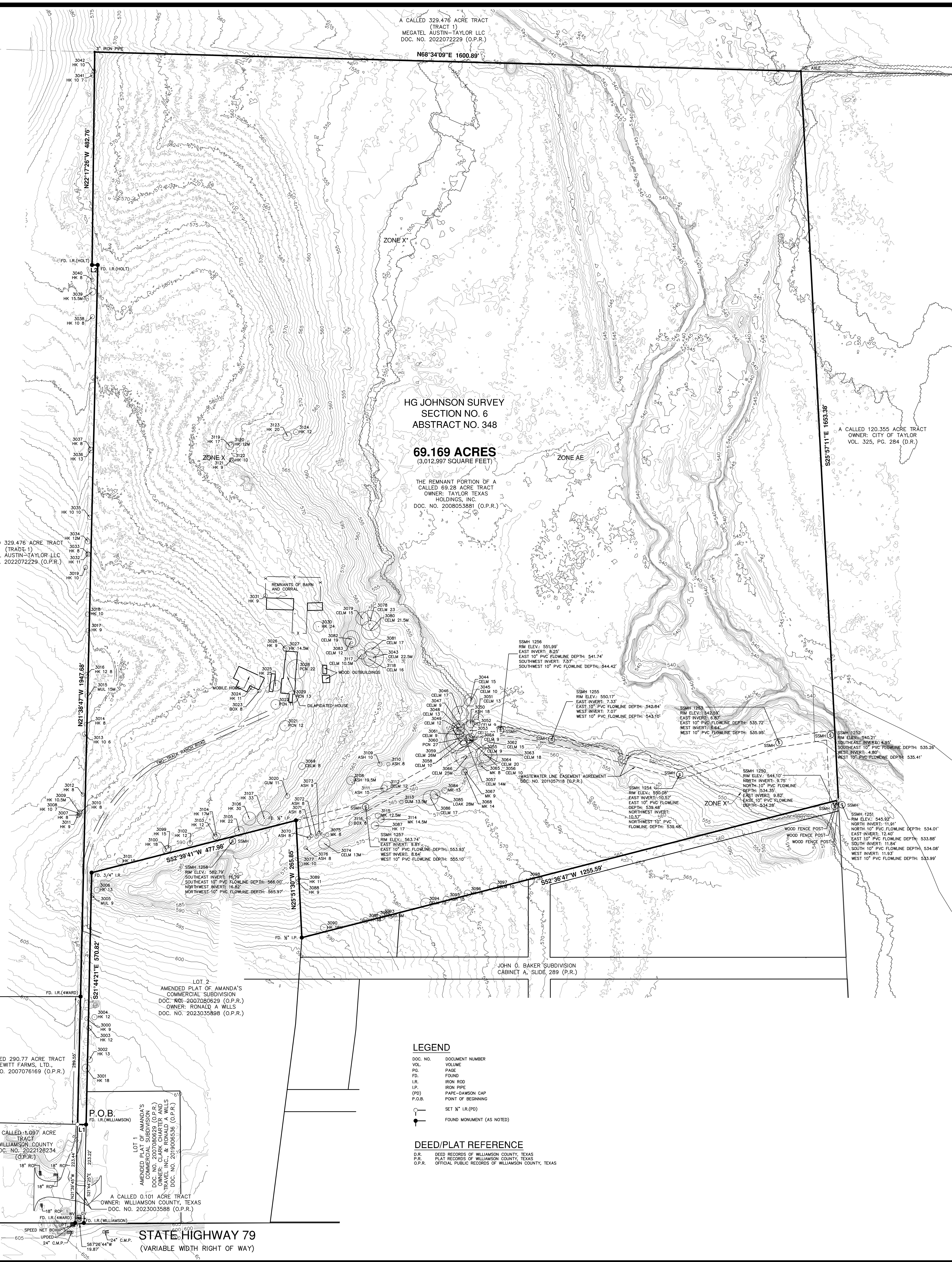
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.075 AC. (46,810 SQ. FT.)

RETURN TO
Longhorn Title Co.




## LEGEND

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| I.R. | IRON ROD |
| I.P. | IRON PIPE |
| (PD) | PAPE-DAWSON CAP |
| P.O.B. | POINT OF BEGINNING |
| ○ | SET ½" I.R.(PD) |
| ● | FOUND MONUMENT (AS NOTED) |

## DEED/PLAT REFERENCE

| | |
|---|---|
| D.R. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| P.R. | PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |

FIELD NOTES
FOR

A 69.169 ACRE TRACT OF LAND, BEING SITUATED IN THE HG JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 69.169 ACRE TRACT, CONVEYED TO TAYLOR TEXAS HOLDINGS, INC., RECORDED IN DOCUMENT NO. 2008053881 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 69.169 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron with cap marked "Williamson County" found on a point in the west boundary line of Lot 1 of Amended Plat of Amanda's Commercial Subdivision according to the subdivision recorded in Document No. 2007080629 of the Official Public Records of Williamson County, Texas, said point being the northeast corner of a called 0.101–acre tract conveyed to Williamson County, Texas, recorded in Document No. 2023003588 of the Official Public Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28–acre tract for the southernmost southeast corner and POINT OF BEGINNING hereof;

THENCE S 68°04'19" W, departing the west boundary line of said Lot 1, with the north boundary line of said 0.101–acre tract, same being a south boundary line of the Remnant Portion of said 69.28–acre tract, a distance of 19.56 feet to a ½" iron rod with yellow cap marked "Pape–Dawson" set at the southwest corner of the Remnant Portion of said 69.169–acre tract, said point being the northwest corner of said 0.101–acre tract, same being the northeast corner of a called 1.097–acre tract granted to Williamson County, recorded in Document No. 2022128234 of the Official Public Records of Williamson County, Texas, same being the southeast corner of a called 290.77–acre tract conveyed to Prewitt Farms, LTD., recorded in Document No. 2007076169 of the Official Public Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE N 21°38'47" W, departing the north boundary line of said 0.101–acre tract and the north boundary line of said 1.097–acre tract, with the east boundary line of said 290.77–acre tract, in part with the east boundary line of a called 329.476–acre tract, conveyed to Megatel Austin–Taylor LLC, recorded in Document No. 2022072229 of said Official Public Records, same being the west boundary line of the Remnant portion of said 69.28–acre tract, a distance of 289.55 feet to an iron rod with cap marked "4Ward" for a total distance of 1947.68 feet to an iron rod with cap marked "Holt" found on a northeast corner of said 329.476–acre tract, same being an interior ell corner of the Remnant Portion of said 69.28–acre tract for an angle point hereof;

THENCE, continuing with the east boundary line of said 329.476–acre tract, same being the west boundary line of the Remnant Portion of said 69.28–acre tract, the following two (2) courses and distances:

1. S 68°24'01" W, a distance of 12.77 feet to an iron rod found for an angle point hereof, and
2. N 22°17'26" W, a distance of 482.76 feet to a 3" iron found on an interior ell corner of said 329.476–acre tract, same being the northwest corner of the Remnant Portion of said 69.28–acre tract for the northwest corner hereof,

THENCE N 68°34'09" E, with a south boundary line of said 329.476–acre tract, same being the north boundary line of the Remnant Portion of said 69.28–acre tract, a distance of 1600.89 feet to an axle found on the northwest corner of a called 120.355–acre tract, conveyed to City of Taylor, recorded in Volume 325, Page 284 of the Deed Records of Williamson County, Texas, same being the northeast corner of the Remnant Portion of said 69.28–acre tract for the northeast corner hereof;

THENCE S 25°57'11" E, departing the south boundary line of said 329.476–acre tract, with the west boundary line of said 120.355–acre tract, same being the east boundary line of the Remnant Portion of said 69.28–acre tract, a distance of 1653.38 feet to a ½" iron rod with yellow cap marked "Pape–Dawson" set on the northeast corner of John O. Baker Subdivision, a subdivision according to the plat recorded in Cabinet A, Slide 289 of the Plat Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28–acre tract for the easternmost southeast corner hereof;

THENCE S 52°36'47" W, departing the west boundary line of a said 120.355–acre tract, with the north boundary line of said John O. Baker Subdivision, same being the south boundary line of the Remnant Portion of said 69.28–acre tract, a distance of 1255.59 feet to a ½" iron pipe found on the east boundary line of Lot 2 of said Amended Plat of Amanda's Commercial Subdivision, said point being the northwest corner of said John O. Baker Subdivision, same being a southwest corner of the Remnant Portion of said 69.28–acre tract for an angle point hereof;

THENCE N 25°51'30" W, departing the north boundary of said John O. Baker Subdivision, with the east boundary line of said Lot 2, same being a west boundary line of the Remnant Portion of said 69.28–acre tract for a distance of 265.85 feet to a ½" iron pipe found on the northeast corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28–acre tract for an angle point hereof;

THENCE S 52°39'41" W, with the north boundary line of said Lot 2, same being a south boundary line of the Remnant Portion of said 69.28–acre tract, a distance of 477.98 feet to a ¾" iron rod found on the northwest corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28–acre tract for an angle point hereof;

THENCE S 21°44'21" E, with the west boundary line of said Lot 2, in part with the west boundary line of said Lot 1, same being an east boundary line of the Remnant Portion of said 69.28–acre tract, a distance of 570.82 feet to the POINT OF BEGINNING and containing 69.169 acres in Williamson County, Texas.

NOTES:

1) ½" IRON ROD WITH YELLOW CAP MARKED "PAPE–DAWSON" SET AT SUBJECT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3) ILLUSTRATED UTILITIES ARE BASED ON FOUND VISIBLE EVIDENCE. THE LOCATION AND DEPTH OF EXISTING UTILITIES SHOULD BE FIELD VERIFIED BEFORE ANY CONSTRUCTION. THE SURVEYOR DOES NOT HAVE KNOWLEDGE AS TO THE AVAILABILITY OF SERVICE TO, OR THE STATUS OF THE UTILITIES ON THIS SITE
4) THE SUBJECT PROPERTY IS WITHIN THE FOLLOWING FLOOD ZONE(S) AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP NUMBER 48491C0530F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS FOR WILLIAMSON COUNTY, TEXAS. THIS DATA IS AVAILABLE ON THE WEBSITE WWW.MSC.FEMA.GOV .

ZONE X (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

ZONE X* (SHADED)
0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.

ZONE A
SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATIONS

FLOOD LIMIT LINES DO NOT REPRESENT THAT THE PROPERTY WILL OR WILL NOT FLOOD. SUCH LINES AND AREAS ARE FROM SAID FEDERAL EMERGENCY MANAGEMENT AGENCY DATA SOURCES AND ARE STATISTICAL ONLY. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF SAID DATA.

5) CONTOUR DATA IS LIDAR FLOWN: 5/18/2023
IMAGERY FLOWN: 5/18/2023
TEXAS STATE PLANE CENTRAL,
US SURVEY FEET GEOID 18
SURFACE ADJUSTMENT: SURFACE SCALE FACTOR TO GRID: 0.9998800143982722

REFERENCES:
This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. #ATCH23126753
Alamo Title Insurance
Date Effective: March 9, 2023
Date Issued: March 15, 2023

Only those matters identified in the Title Commitment and those that the surveyor was aware of at the time of this survey are shown.

The following matters and all terms of the documents creating or offering evidence of the matters:

f. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted To: Texas Power and Light Company
Purpose: As Provided in said instrument
Recording No.: Volume 308, Page 438, Deed Records of Williamson County, Texas.
(There was no physical evidence observed of a utility line on the subject tract)

g. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted To: Texas Power and Light Company
Purpose: As Provided in said instrument
Recording No.: Volume 337, Page 355, Deed Records of Williamson County, Texas.
(There was no physical evidence observed of a utility line on the subject tract)

h. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted To: City of Taylor
Purpose: As Provided in said instrument
Recording No.: Document No. 2011057118, Official Public Records of Williamson County, Texas.
(As Shown Hereon)

i. Oil, Gas and Mineral Lease, together with all rights incident thereto.
Lessor: Martha Schoenrock, et al
Lessee: Ralph Arnold
Dated: March 17, 1948
Recording No.: Volume 348, Page 617, Deed Records of Williamson County, Texas
Said mineral interest not traced subsequent to the date of the above–cited instrument.
(Applicability is not under the purview of the undersigned, reference to subject tract made therein)

j. The Land lies within the boundaries of Lower Brushy Creek Water Control and Improvement District and may be subject to taxes or special assessments by reason thereof.

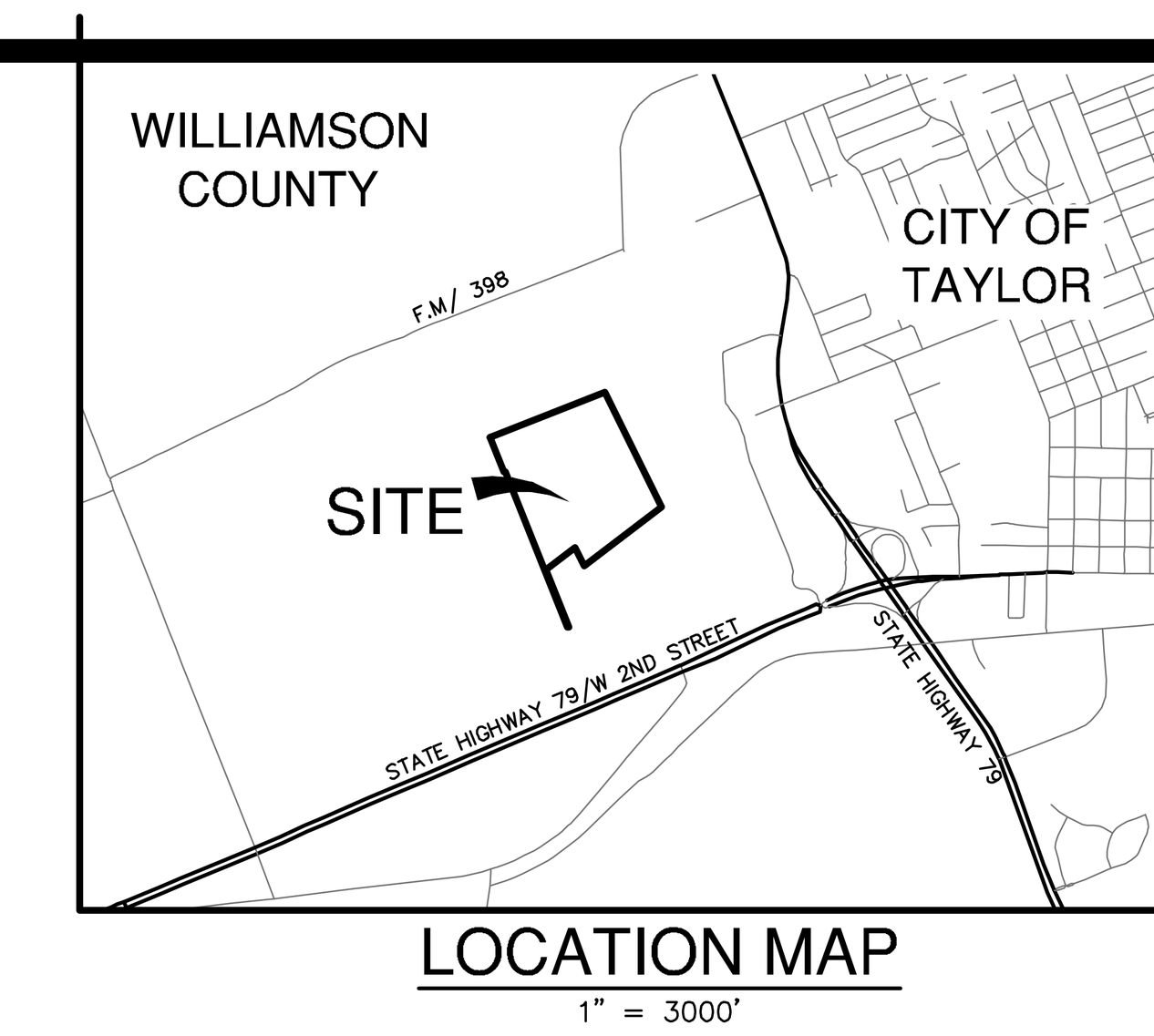
I HEREBY CERTIFY; QUANNAH PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY, TO TAYLOR TEXAS HOLDINGS, INC., AND TO ALAMO TITLE INSURANCE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–4, 8 AND 9 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 24, 2023.

VALERIE ZURCHER
STATE OF TEXAS REGISTRATION NO. 6222
PAPE–DAWSON ENGINEERS
10801 N. MOPAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TX 78759

06.09.2023
DATE

STATE OF TEXAS REGISTERED VALERIE ZURCHER 6222 PROFESSIONAL LAND SURVEYOR




LOCATION MAP
1" = 3000'

0' 100' 200' 300'
SCALE: 1"= 100'

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S68°04'19"W | 19.56' |
| L2 | S68°24'01"W | 12.77' |

| Point Table | |
|---|---|
| Point # | Tree Description |
| 3000 | 9"HK |
| 3001 | 18"HK |
| 3002 | 13"HK |
| 3003 | 12"HK |
| 3004 | 12"HK |
| 3005 | 9"MUL |
| 3006 | 13"HK |
| 3007 | 8"HK |
| 3008 | 10"HK |
| 3009 | 10.5M"HK |
| 3010 | 8"HK |
| 3011 | 9"HK |
| 3012 | 8"HK |
| 3013 | 10"HK |
| 3014 | 8"HK |
| 3015 | 15M"MUL |
| 3016 | 12"HK |
| 3017 | 9"HK |
| 3018 | 10"HK |
| 3019 | 10"HK |
| 3020 | 11"GUM |
| 3021 | 12"PCN |
| 3022 | 11"PCN |
| 3023 | 8"BOX ELDER |
| 3024 | 11"HK |
| 3025 | 25"HK |
| 3026 | 9"HK |
| 3027 | 14.5M"HK |
| 3028 | 22"PCN |
| 3029 | 13"PCN |
| 3030 | 24"HK |
| 3031 | 9"HK |
| 3032 | 11"HK |
| 3033 | 8"HK |
| 3034 | 12M"HK |
| 3035 | 10"HK |
| 3036 | 13"HK |
| 3037 | 8"HK |
| 3038 | 10"HK |
| 3039 | 15.5M"HK |
| 3040 | 8"HK |
| 3041 | 10"HK |
| 3042 | 10"HK |
| 3043 | 22.5M"CELM |
| 3044 | 15"CELM |
| 3045 | 10"CELM |
| 3046 | 17"CELM |
| 3047 | 9"CELM |
| 3048 | 13"CELM |
| 3049 | 12"CELM |
| 3050 | 18"ASH |
| 3051 | 13"CELM |
| 3052 | 9"CELM |
| 3053 | 22"CELM |
| 3054 | 9"CELM |
| 3055 | 9"CELM |
| 3056 | 10"CELM |
| 3057 | 14M"CELM |
| 3058 | 10"CELM |
| 3059 | 26M"CELM |
| 3060 | 27"PCN |
| 3061 | 9"CELM |
| 3062 | 15"CELM |

| Point Table | |
|---|---|
| Point # | Tree Description |
| 3063 | 18"CELM |
| 3064 | 20"CELM |
| 3065 | 8"MK |
| 3066 | 25M"CELM |
| 3067 | 9"MK |
| 3068 | 14"MK |
| 3069 | 8"CELM |
| 3070 | 8"ASH |
| 3071 | 8"ASH |
| 3072 | 8"ASH |
| 3073 | 9"ASH |
| 3074 | 13M"CELM |
| 3075 | 8"MK |
| 3076 | 8"ASH |
| 3077 | 10"HK |
| 3078 | 23"CELM |
| 3079 | 15"CELM |
| 3080 | 21.5M"CELM |
| 3081 | 17"CELM |
| 3082 | 19"CELM |
| 3083 | 12"CELM |
| 3084 | 13"MK |
| 3085 | 28M"OAK |
| 3086 | 17"CELM |
| 3087 | 17"HK |
| 3088 | 9"HK |
| 3089 | 11"HK |
| 3090 | 16M"HK |
| 3091 | 13"HK |
| 3092 | 15"HK |
| 3093 | 20.5M"HK |
| 3094 | 12"CELM |
| 3095 | 15"ASH |
| 3096 | 16"HK |
| 3097 | 10"CELM |
| 3098 | 35"HK |
| 3099 | 15"HK |
| 3100 | 18"HK |
| 3101 | 15"HK |
| 3102 | 12"HK |
| 3103 | 12"HK |
| 3104 | 17M"HK |
| 3105 | 22"HK |
| 3106 | 30"HK |
| 3107 | 33"HK |
| 3108 | 19.5M"ASH |
| 3109 | 10"ASH |
| 3110 | 8"ASH |
| 3111 | 15"ASH |
| 3112 | 12"CELM |
| 3113 | 13.5M"GUM |
| 3114 | 14.5M"MK |
| 3115 | 12.5M"MK |
| 3116 | 8"BOX ELDER |
| 3117 | 10.5M"CELM |
| 3118 | 16"CELM |
| 3119 | 17"HK |
| 3120 | 12M"HK |
| 3121 | 9"HK |
| 3122 | 10"HK |
| 3123 | 20"HK |
| 3124 | 12"HK |

| TREE LEGEND | | |
|---|---|---|
| ○ | ASH 6 | 6" ASH |
| ○ | BOX 6 | 6" BOX ELDER |
| ○ | CELM 6 | 6" CEDAR ELM |
| ○ | GUM 6 | 6" GUM |
| ○ | HK 6 | 6" HACKBERRY |
| ○ | LOAK 6 | 6" LIVE OAK |
| ○ | MK 6 | 6" MESQUITE |
| ○ | MUL 6 | 6" MULBERRY |
| ○ | PCN 6 | 6" PECAN |

| DATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| NO. | REVISION | | | | | | | | |
| DATE | | | | | | | | | |
| NO. | REVISION | | | | | | | | |

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

# ALTA/NSPS LAND TITLE SURVEY

A 69.169 ACRE TRACT OF LAND, BEING SITUATED IN THE HG JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 69.169 ACRE TRACT, CONVEYED TO TAYLOR TEXAS HOLDINGS, INC., RECORDED IN DOCUMENT NO. 2008053881 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

CITY NO. 51429-00
JOB NO. MAY 2023
DATE PJG VZ
DESIGNER ---
CHECKED DRAWN
SHEET 1 1

PROJECT NAME: TAYLOR 69

Date: Jun 09, 2023, 3:01pm User ID: vzurcher
File: H:\Survey\CIVIL\51429-00\Land Title Surveys\BS51429-00.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.
REFERENCE: ---

## (*if applicable*) Applicant/Agent Affidavit

Owner Affidavit: I, as the Owner of the subject property, hereby authorize the following Applicant/ Agent to act on my behalf concerning all matters related to this development application.

Signature: _____ Date: 6-27-23

Printed Name: David Cersonsky

Before me, the undersigned authority, on this day personally appeared David Cersonsky (Owner) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 27th day of June, 2023.

Melissa Ann Tomlinson

Notary Public in and for the State of Texas.

My Commission expires: 8/30/26

MELISSA ANN TOMLINSON NOTARY PUBLIC STATE OF TEXAS ID 13393677-6 EXP. 08-30-2026

Applicant/Agent Affidavit: I, as representative of the property owner, have prepared this submittal to the best of my ability and have determined that the information provided in this submittal is true, complete, and accurate.

Signature: _____ Date: 6/29/23

Printed Name: TREVOR RIEK

Address: 10801 N MOPAC EXPY, BUILDING 3, SUITE 200 AUSTIN, TX 78759

Phone: 512-454-8711 Cell: _____ Email: TRIEK@PAPE-DAWSON.COM

Before me, the undersigned authority, on this day personally appeared Trevor Riek (Owner) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 29th day of June, 2023.

Mary Helen Tello

Notary Public in and for the State of Texas.

My Commission expires: 08/14/2024

MARY HELEN TELLO
My Notary ID # 126626500
Expires August 14, 2024

## (*if applicable*) Applicant/Agent Affidavit

Owner Affidavit: I, as the Owner of the subject property, hereby authorize the following Applicant/ Agent to act on my behalf concerning all matters related to this development application.

Signature: _____ Date: 6-27-23

Printed Name: David Cersonsky

Before me, the undersigned authority, on this day personally appeared David Cersonsky (Owner) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 6/27/23

day of June, 2023.

Melissa Ann Tomlinson

Notary Public in and for the State of Texas.

My Commission expires: 8/30/26

MELISSA ANN TOMLINSON NOTARY PUBLIC STATE OF TEXAS ID. 133936776 EXP. 08-30-2026

Applicant/Agent Affidavit: I, as representative of the property owner, have prepared this submittal to the best of my ability and have determined that the information provided in this submittal is true, complete, and accurate.

Signature: _____ Date: 6-29-23

Printed Name: Brent M Tuley

Address: 10801 N Mopac, Bldg 3, Suite 200 Austin, TX 78759

Phone: 512 454 8711 Cell: _____ Email: btuley@pape-dawson.com

Before me, the undersigned authority, on this day personally appeared Brent M. Tuley (Owner) known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 29th

day of June, 2023.

Mary Helen Tello

Notary Public in and for the State of Texas.

My Commission expires: 08/14/2024

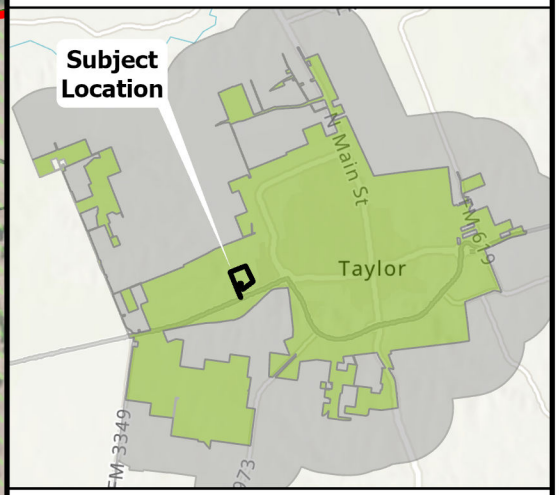
NOTARY PUBLIC STATE OF TEXAS MARY HELEN TELLO My Notary ID # 126626500 Expires August 14, 2024




# PZ-2023-1792

**Generally located at 14501 U.S. 79**
**Comprehensive Plan Amendment - Transportation Master Plan**
**Location Map**

- City Limits
- ETJ Boundary
- Streets
- Enhanced Community Boulevard
- Proposed Community Boulevard
- Subject Property Initiating Request
- Parcels

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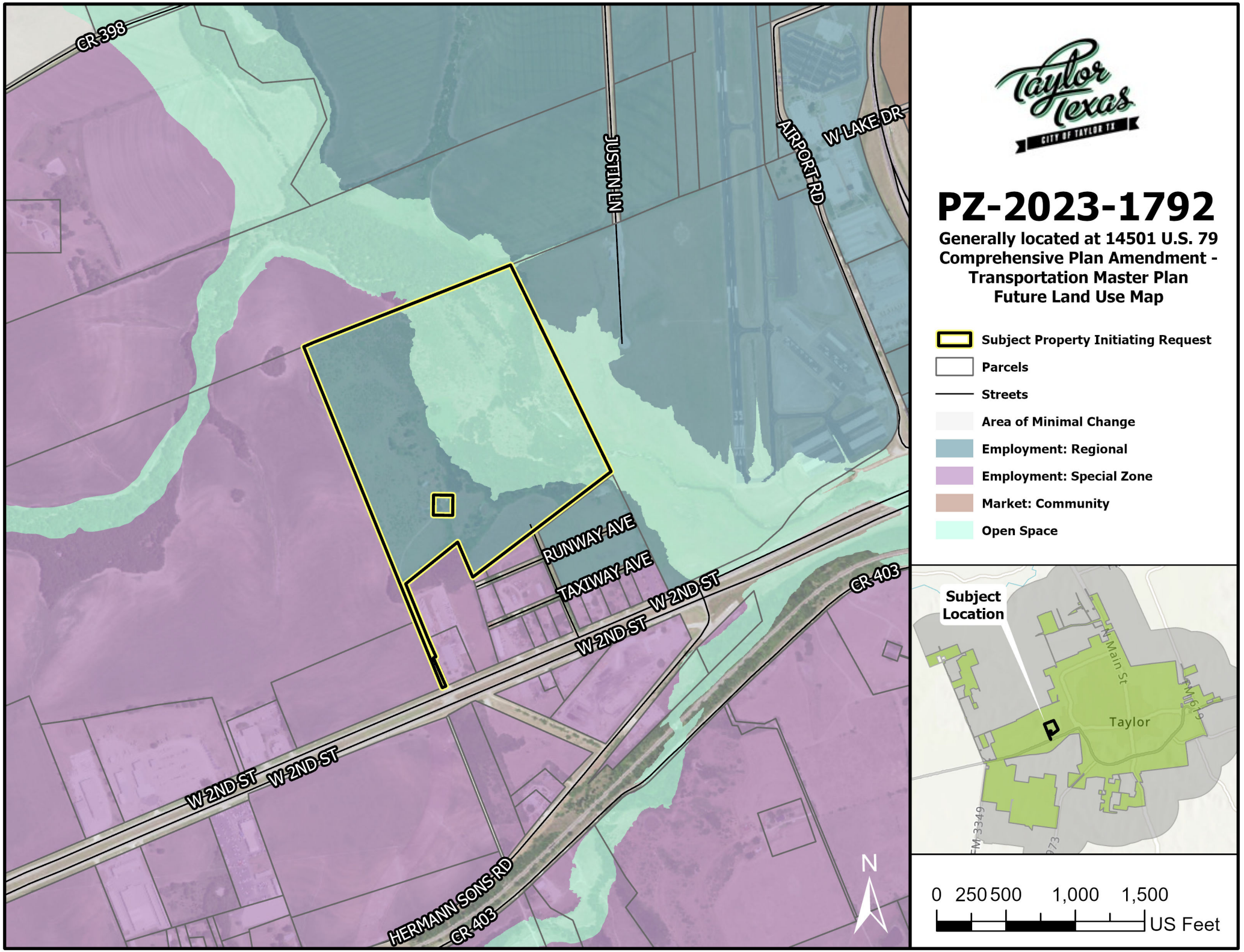
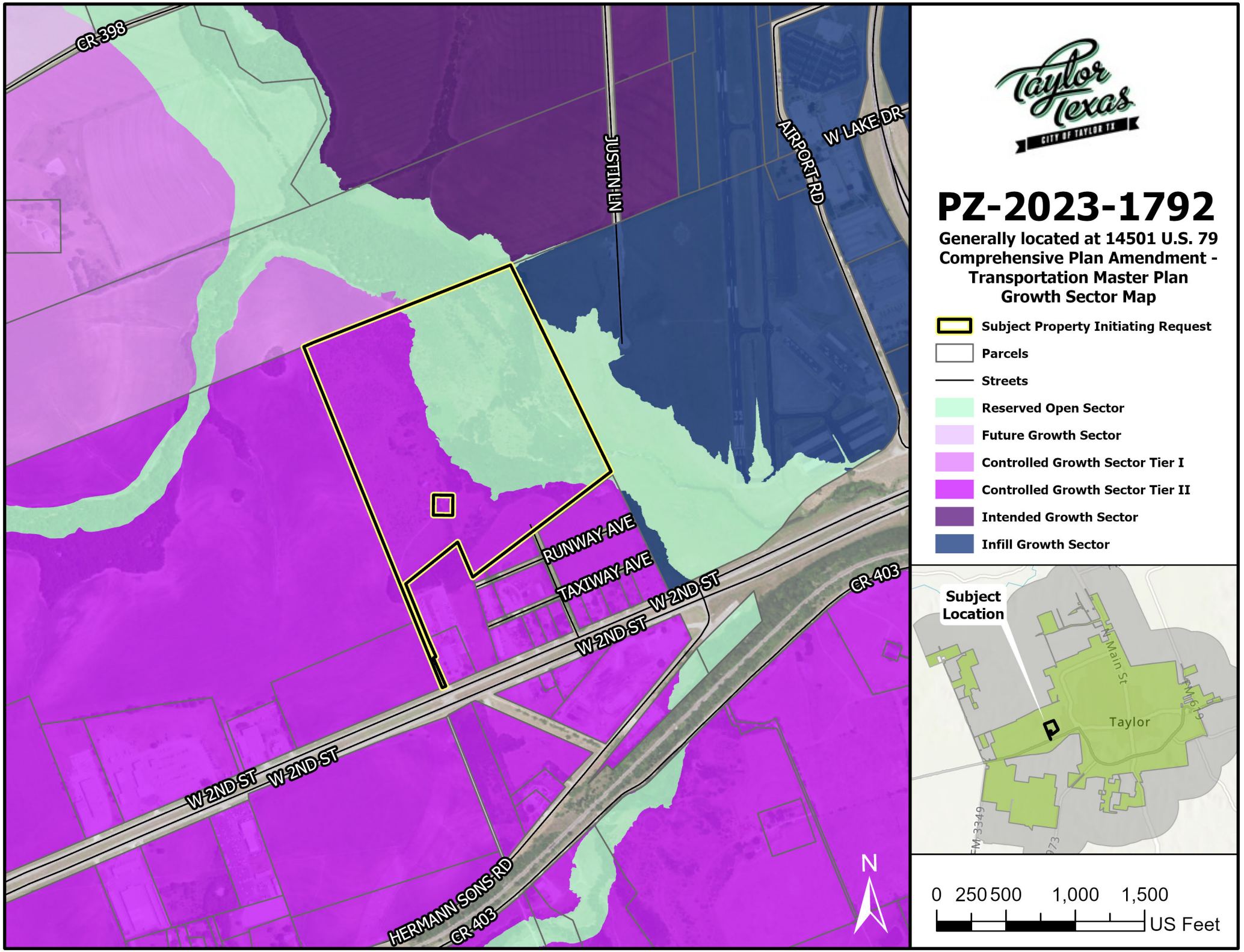

CR 398
JUSTIN LN
AIRPORT RD
W LAKE DR
RUNWAY AVE
TAXIWAY AVE
W 2ND ST
W 2ND ST
CR 403
W 2ND ST
W 2ND ST
HERMANN SONS RD
CR 403
N
PZ-2023-1792
Generally located at 14501 U.S. 79
Comprehensive Plan Amendment -
Transportation Master Plan
Future Land Use Map
Subject Property Initiating Request
Parcels
Streets
Area of Minimal Change
Employment: Regional
Employment: Special Zone
Market: Community
Open Space
Subject Location
Taylor
0 250 500 1,000 1,500
US Feet


CR 398
JUSTIN LN
AIRPORT RD
W LAKE DR
RUNWAY AVE
TAXIWAY AVE
W 2ND ST
W 2ND ST
W 2ND ST
W 2ND ST
CR 403
CR 403
HERMANN SONS RD
N
PZ-2023-1792
Generally located at 14501 U.S. 79
Comprehensive Plan Amendment -
Transportation Master Plan
Growth Sector Map
Subject Property Initiating Request
Parcels
Streets
Reserved Open Sector
Future Growth Sector
Controlled Growth Sector Tier I
Controlled Growth Sector Tier II
Intended Growth Sector
Infill Growth Sector
Subject Location
Taylor
N Main St
0 250 500 1,000 1,500
US Feet

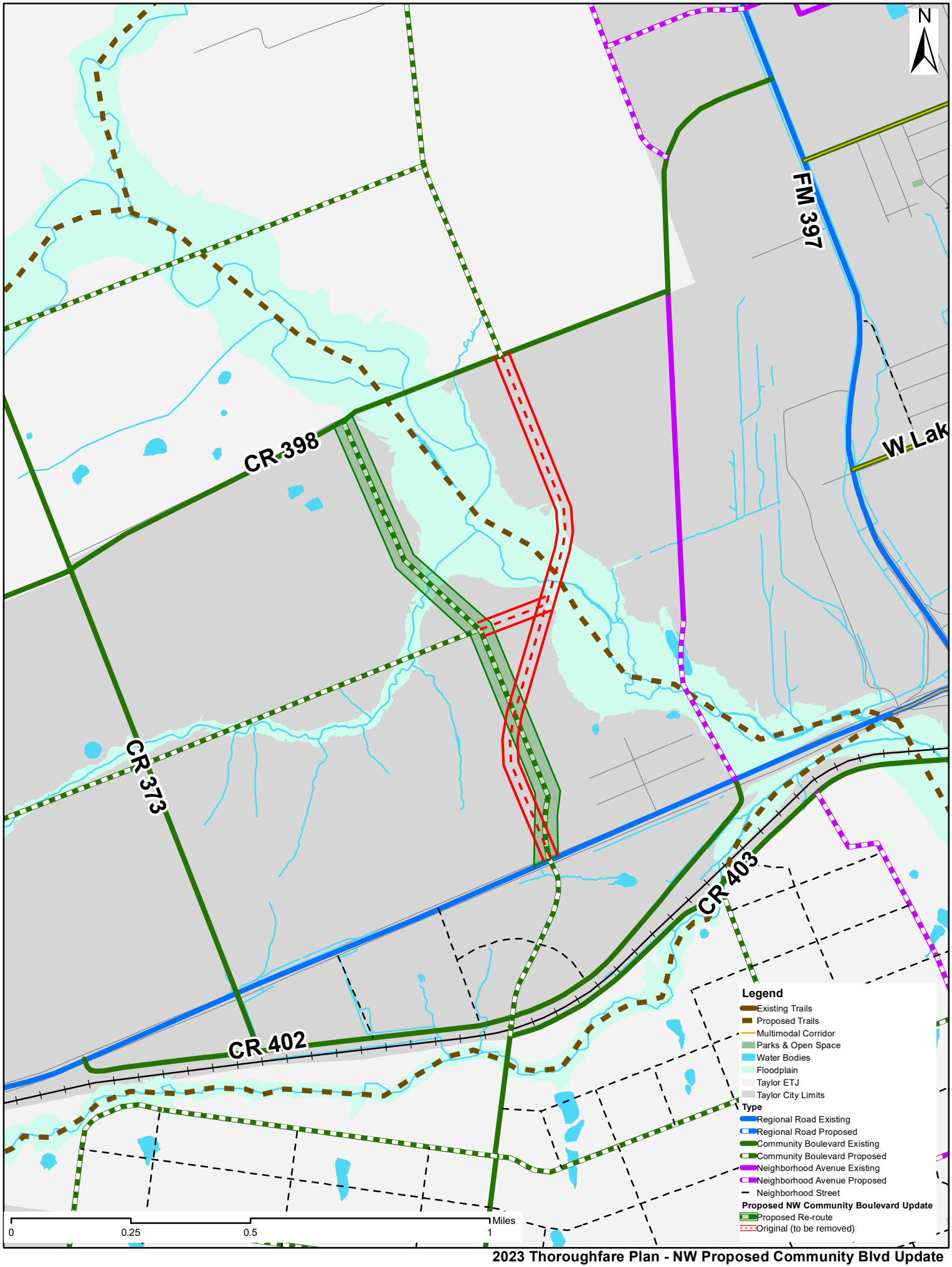
# Memo

| | |
|---|---|
| Date: | Thursday, September 07, 2023 |
| Project: | PZ-2023-1792 Taylor Texas Holdings |
| To: | Courtney Peres, City of Taylor |
| From: | Leslie Pollack, P.E., PTOE, - HDR Engineering, Inc. |
| Subject: | Comprehensive Plan Amendment of Transportation Plan |

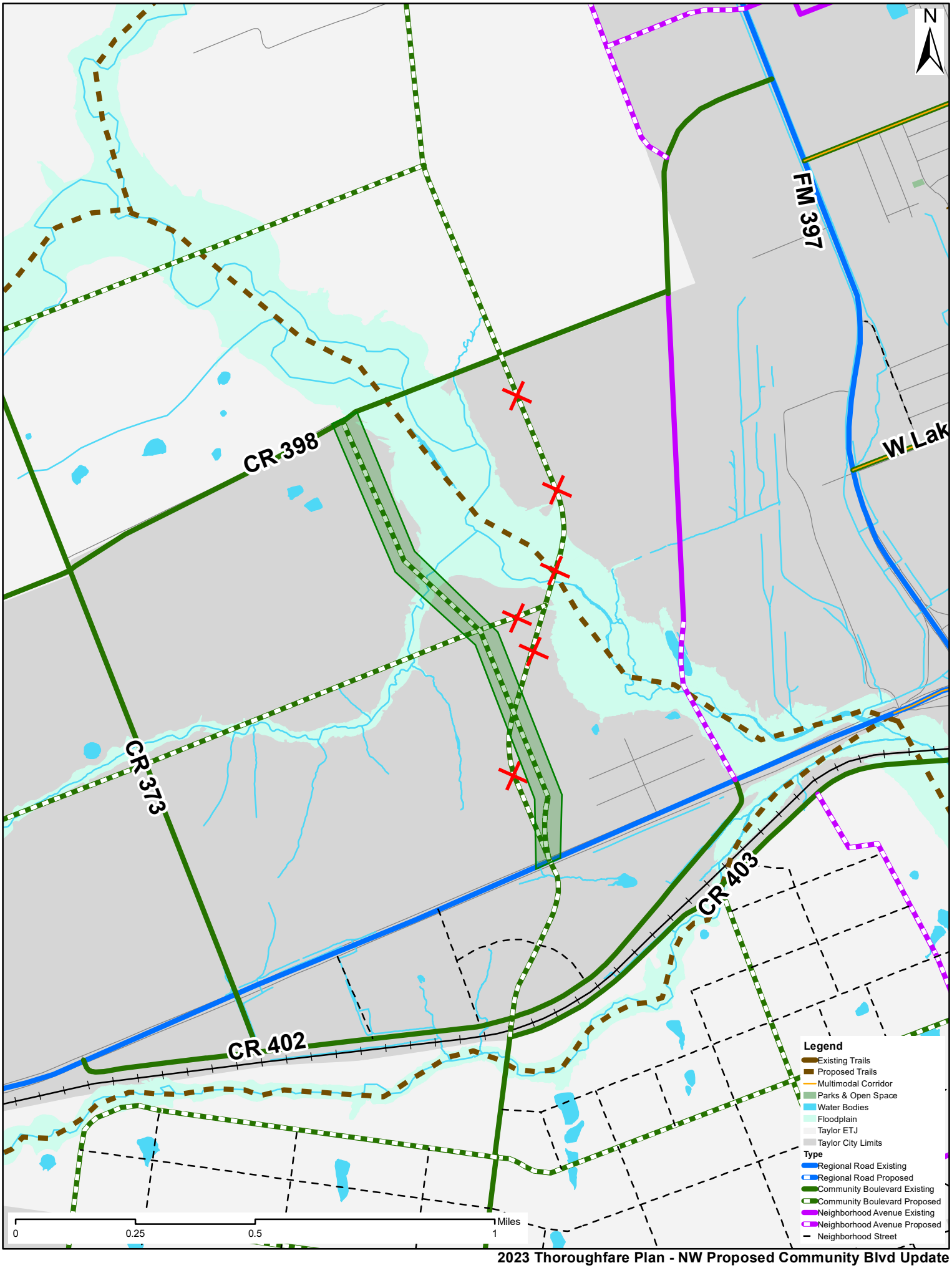
The Taylor Texas Holdings development is located northwest of the intersection of W 2nd Street (US-79) and CR 401. The adopted Transportation Plan proposes a future community boulevard extension from CR 401 north through the development, ultimately connecting with CR 366 at the Chandler Road intersection on the north side of the City of Taylor. The currently adopted boulevard alignment crosses a floodplain within the Taylor Texas Holdings site. This amendment realigns the community boulevard west outside much of the flood plain. This relocation will reduce infrastructure costs for construction of the boulevard. The realignment will cause the community boulevard to terminate at CR 398 and be discontinuous with the proposed community boulevard extension to the north. However, CR 398 provides an existing east/west connection across the floodplain for vehicles to travel.

The following are recommended:

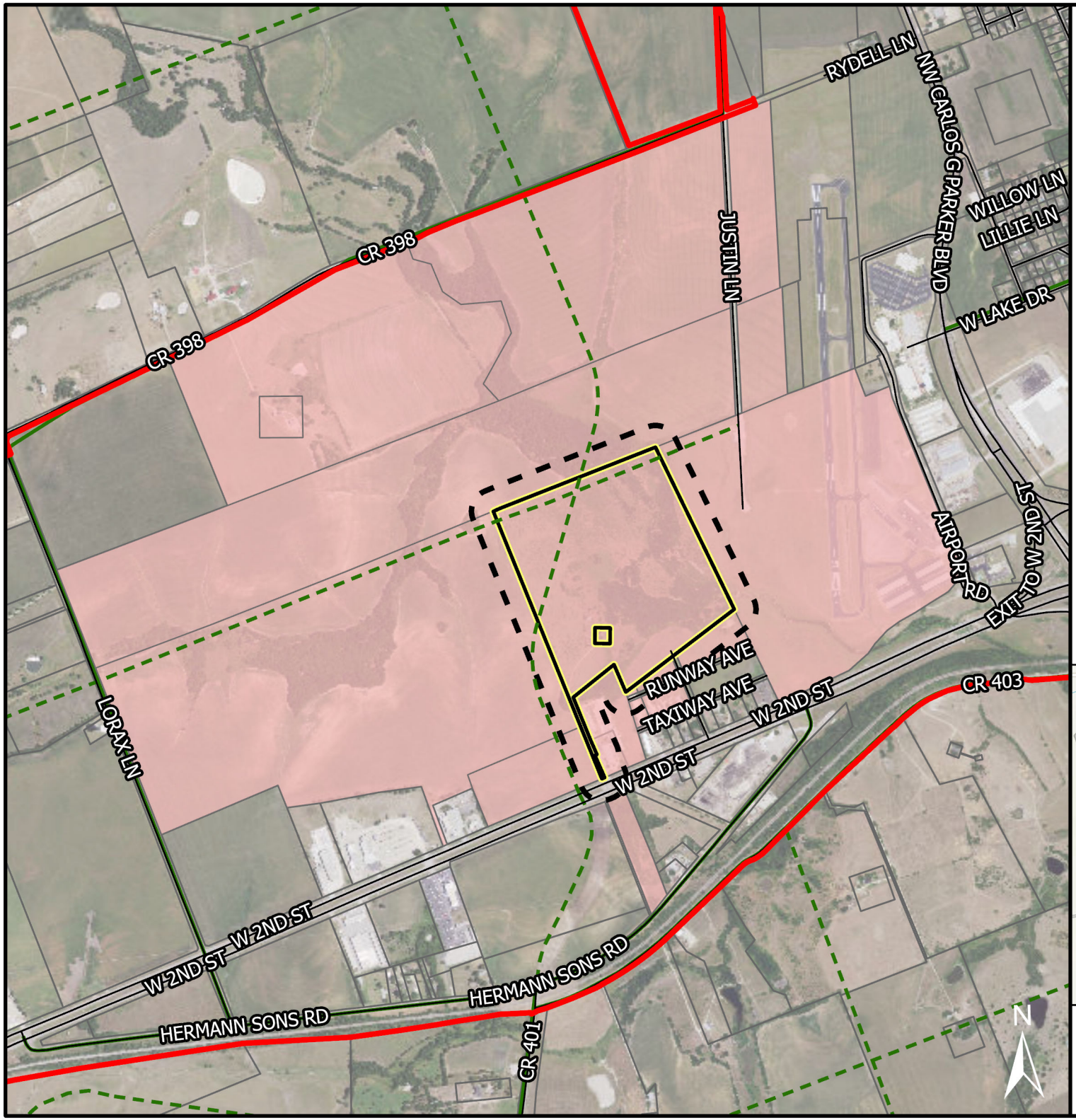
- The community boulevard be relocated further west on the subject property to avoid the floodplain and reduce infrastructure costs (approximate alignment is shown on the attached exhibit)
- The community boulevard will align with CR 401 at W 2nd Street
- The community boulevard will terminate at CR 398 on the north
- The alignment of the community boulevard will follow City of Taylor standards for horizontal and vertical curvature
- The development will conduct a traffic operational analysis of the community boulevard and CR 398 when the Traffic Impact Analysis is required for the development




2023 Thoroughfare Plan - NW Proposed Community Blvd Update




2023 Thoroughfare Plan - NW Proposed Community Blvd Update

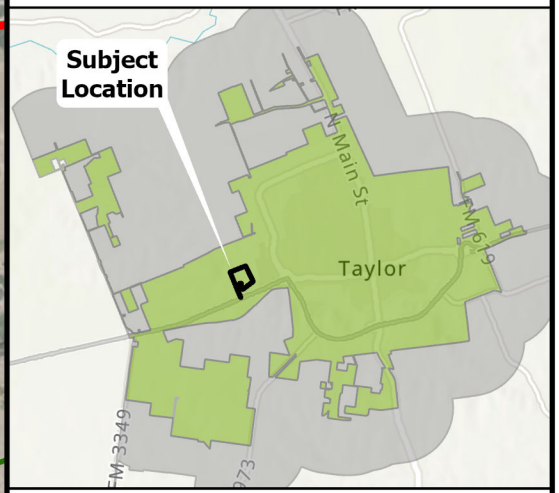



Taylor Texas
CITY OF TAYLOR TX

# PZ-2023-1792

**Generally located at 14501 U.S. 79**
**Comprehensive Plan Amendment - Transportation Master Plan Notification Map**

- City Limits
- Streets
- Enhanced Community Boulevard
- Proposed Community Boulevard
- Subject Property Initiating Request
- 200' Buffer
- Notified Properties
- Parcels




0 500 1,000 2,000 US Feet

**ORDINANCE NO. 2023-44**

**AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING THE COMPREHENSIVE PLAN BY CHANGING THE TRANSPORTATION MASTER PLAN TO RE-ALIGN A PROPOSED COMMUNITY BOULEVARD (CR 401) GENERALLY LOCATED NEAR 14501 U.S. 79 IN AND ADJACENT TO A 69-ACRE TRACT OF LAND IN THE H.G. JOHNSON SURVEY, ABSTRACT NO. 348, EXTENDING NORTH THROUGH THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496; WILLIAMSON COUNTYAPPRAISAL DISTRICT PARCEL R019338; PROVIDING FOR THE AMENDMENT OF THE PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE;**

**WHEREAS,** it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Taylor, Texas, a Texas home rule municipality (herein the "City"), to provide for and maintain a comprehensive plan for the City in accordance with Chapters 211, 212 and 213 of the Texas Local Government Code; and

**WHEREAS,** the City Council finds that the amendment of the comprehensive plan herein promotes the public health, safety, morals, and welfare and provides for the orderly development of the City; and

**WHEREAS**, the Planning and Zoning Commission held a public hearing on September 12, 2023, reviewed the amendments, and recommended that the City Council adopt the amendments to the Comprehensive Plan; and

**WHEREAS**, the City Council held a public hearing on September 28, 2023, at which the public was given the opportunity to give testimony and present written evidence; and

**WHEREAS**, after review, inquiry, and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amended Comprehensive Plan hereinafter set forth;

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

**Section 1.** **Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2.** **Comprehensive Plan-Transportation Master Plan.** The City Council hereby adopts the amended Comprehensive Plan-Transportation Master Plan attached hereto as Exhibit "A". The amended Comprehensive Plan-Transportation Master Plan replaces and supersedes the Comprehensive Plan-Transportation Master Plan that was in effect prior to the effective date of this Ordinance. The Comprehensive Plan-Transportation Master Plan, as it is amended from time to time, shall be kept in the office of the City Clerk and shall be available

DRAFT

for public inspection during normal office hours. Pursuant to Chapter 211 of the Texas Local Government Code, the re-alignment to the proposed Community Boulevard (CR 401) following the property line of R019338 and R635748 going north through R019625, and R019622 veering slightly to the left and then north again until meeting Country Road 398, shall be acted on in accordance with the Comprehensive Plan, as amended. Pursuant to Chapter 212 of the Texas Local Government Code, the Comprehensive Plan-Transportation Master Plan is the general plan of the City, and all plat applications subject to the City's jurisdiction shall be in conformance with the Comprehensive Plan-Transportation Master Plan, as amended. The City may amend the Comprehensive Plan-Transportation Master Plan at the discretion of the City Council in accordance with state law as necessary to address changing conditions in the City.

**Section 3. Savings Clause.** All rights and remedies of the City of Taylor are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning, platting, or the comprehensive plan within the City's jurisdiction which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

**Section 5. Effective Date**. This Ordinance shall be in force and effect from and after its passage on the date shown below.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meetingat which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chap. 551, Tex. Gov't. Code*.

**PASSED, APPROVED, AND ADOPTED on the ____ day of _____, 2023**.

_____
Brandt Rydell, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

_____
Mark Schroeder,
City Attorney

DRAFT

## Legend

- ¾"Iron Rod Found
- ½"Iron Pipe Found
- ½"Iron Rod Found with plastic cap imprinted with "RPLS 1433"
- ½"Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- Concrete Monument Found
- Axle Found
- Water Well
- Wire Fence
- Overhead Utility Line
- Water Meter
- Telephone Pedestal

(Record Bearing and Distance)

SCALE: 1"=100'

PLACE OF BEGINNING

3" IPF

Tract No. Two
(280.77 Acres)
Prewitt Farms, Ltd.
Document No. 2007079169

SAMUEL PHARRASS SURVEY
ABSTRACT NO. 496

N71°11'13"E 1600.88'
(N71°00'00"E 1606.00')

N19°39'00"W 483.00'
(N19°00'00"W 483.00')

(S71°00'W 13')
S71°11'13"W 13.00'

69.28 ACRES
SURVEYED

(70 ACRES)
THE THOMAS W. SCHOENROCK AND JOYCE Y. SCHOENROCK
REVOCABLE LIVING TRUST
DOCUMENT NO. 2005013781

WM KINCAID SURVEY
ABSTRACT NO. 373

wood well pump house

water well

H.G. JOHNSON SURVEY, ABSTRACT NO. 348

First Tract
(126.255 Acres)
City of Taylor
Volume 325 Page 284

S23°20'00"E 1653.72'
(S23°19'00"E 1656.50')

edge raw per Document No. 2007079169

metal barns

wood & metal sheds

double wide mobile home

1 Story wood frame house

(143.18 ACRES)
ADOLPH SCHOENROCK
VOLUME 217 PAGE 512

Tract No. Two
(280.77 Acres)
Prewitt Farms, Ltd.
Document No. 2007079169

N19°01'20"W 2170.67'
(N19°00'00"W 2160.00')

gravel drive

stack tank

end of fence

(S55°15'W 479.20')
S55°16'00"W 478.04'
(S55°40'30"W 477.74')

3/4" iron rod set

gate

N23°17'47"W 289.66'
(N23°15'00"W 289.00')

½" iron rod found with plastic cap imprinted "RPLS 1433" bears, N40°46'W 2.17' (not used)

(S55°15'W 1250')
S55°13'22"W 1255.80'
(N55°16'E 1255')

UNDEVELOPED STREET (50' R.O.W. per plat)

LOT 2
AMENDED PLAT OF THE
AMANDA'S COMMERCIAL SUBDIVISION
TO THE CITY OF TAYLOR,
WILLIAMSON COUNTY, TEXAS
CABINET EE SLIDE 12

(436.40')
436.54

(S19°00'E 796.40')
S19°09'00"E 793.81'
(S19°35'E 795.50')

(S17°05'E 202.5')
S17°03'15"E 649.51'
(S17°02'E 650')

(S12°17'E 252.35')

(S23°08'E 958')
S23°08'5"E 958.00'

LOT 1

½" iron rod found with plastic cap imprinted "RPLS 1433" bears, S19°09'E 2.59' (not used)

(360.00')
357.27'

S69°35'00"W 20.00'

concrete

(220.00')

(202.12')

N69°35'00"E 422.16'
(N69°42'E 422.12')

N69°39'44"E 284.49'
(N69°35'E 284.4')

S69°35'00"W 1334.19'
(S69°35'W 1334.4' per field notes on plat)
Bearing Basis

(84.4')
(100')
(100')
(100')
(100')
(100')
(50')
(100')
(100')
(100')
(100')
(100')
(100')
(100')

BLOCK 1
JOHN O. BAKER SUBDIVISION
OF PART OF THE H.G. JOHNSON SURVEY
CABINET A, SLIDE 289

(125.5')

concrete highway monument found bears, S64°49'E 0.88' (not used)

edge of pavement

asphalt approach

(7.288 acres)
State of Texas
Volume 372 Page 368

(0.084 acre)
State of Texas
Volume 372 Page 188

(1.060 acres)
State of Texas
Volume 372 Page 492

S19°52'28"E 200.39'

edge of pavement

U.S. HIGHWAY NO. 79 (200' R.O.W.)

(200.37')
(200.00')

(TxDOT Brass Disk)

N69°35'30"E 197.78'
(N70°0'E 199.36')

N69°52'35"E 21.90'
(Easterly 20')

(1.933 ACRES)
VFW ADDITION
CABINET H SLIDE 230

(10.163 ACRES)
STATE OF TEXAS
VOLUME 388 PAGE 354

(S19°52'35"E 20.00')

S19°28'47"E 1068.07'

(S19°36'E 1068.6')

(S19°33'E 1070.10')

(1.61 Acres)
Thomas A. Grace
Maxwell Family Partnership, LP
Document No. 2010018024

Anthony S. Smith III Et Al
Document No. 2007079169

(S45°41'W 220.0')
N43°14'58"E 219.88'

S45°02'45"W 26.09'
(S48°½W 21½')

GF No. 0802744-RRK

To: David Cersonsky
Fidelity National Title Insurance Company

STATE OF TEXAS ×
COUNTY OF TRAVIS ×

The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts, encroachments, shortages in area, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and said property abuts a dedicated road. A portion of this property lies within Zone AE (areas determined to be within the 100 year flood plain) according to Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 481079 0262 C, dated September 27, 1991. THIS the 9th day of MAY A.D., 2008

BY

Holt Carson
Registered Professional Land Surveyor No. 5166

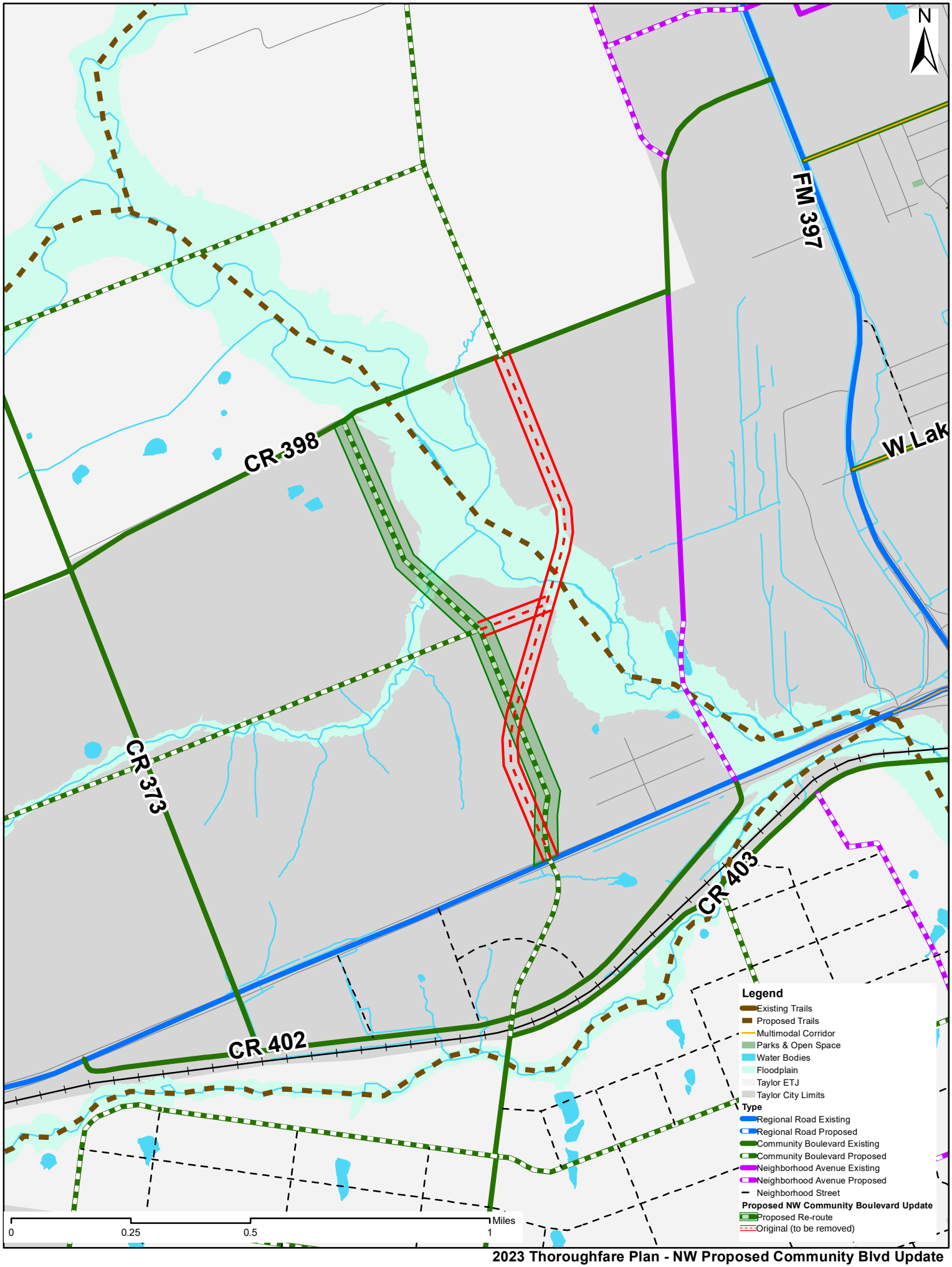
STATE OF TEXAS
REGISTERED
HOLT CARSON
5166
PROFESSIONAL
LAND SURVEYOR

Notes:
1.) The record metes and bounds description of this tract does not form a mathematically closed figure.
2.) This tract is not subject to an easement granted to Texas Power & Light Company as set forth in Volume 337, Page 355 of the Deed Records of Williamson County, Texas.
3.) This tract is subject to a pipeline easement granted to Jarrell-Schwertner WSC as set forth in Volume 586, Page 291 of the Deed Records of Williamson County, Texas, described as "15' in width the center line thereof being the pipe line as installed".

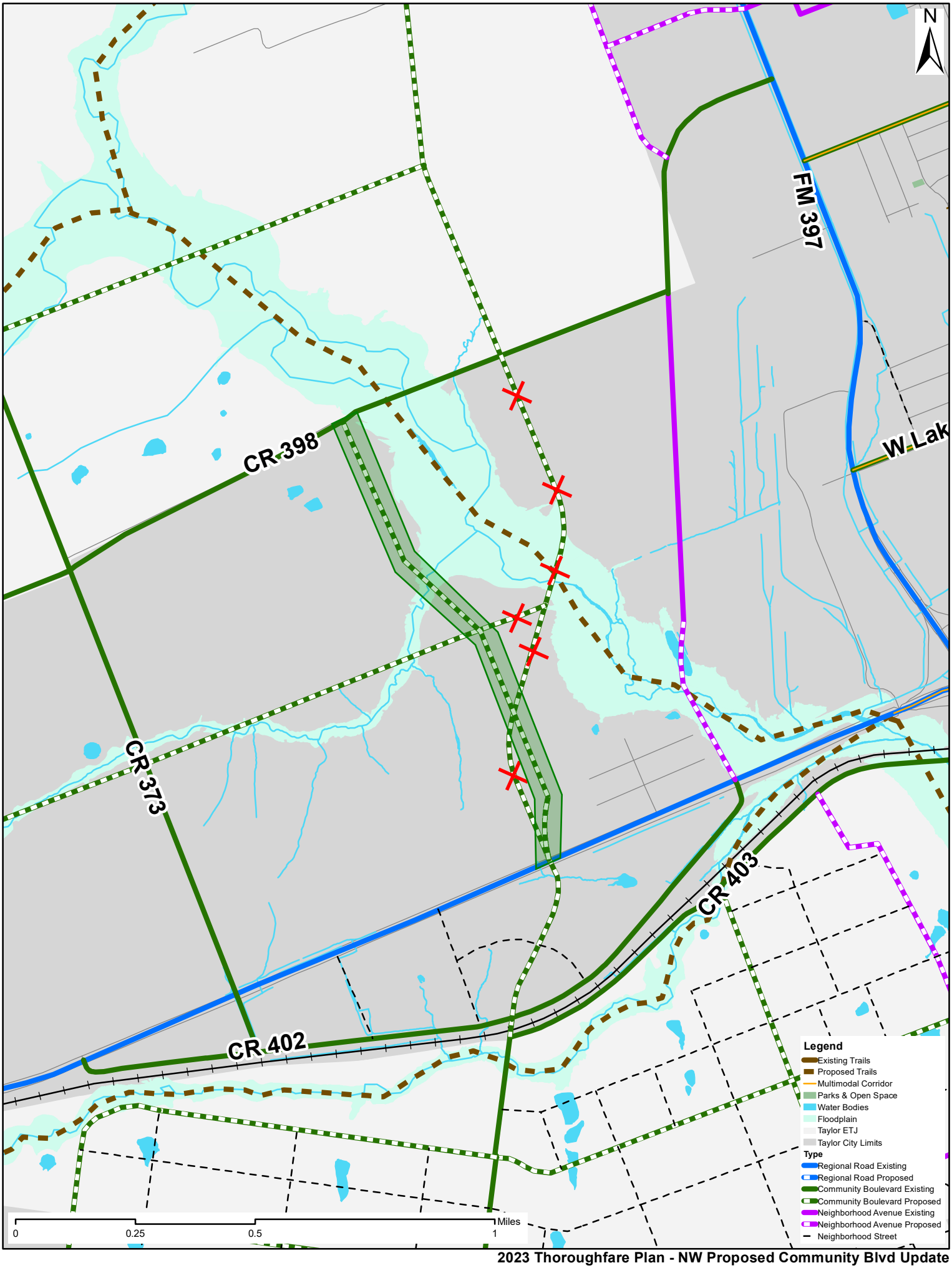
SURVEY MAP OF
69.28 ACRES OF LAND OUT OF THE H.G. JOHNSON SURVEY, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (70 ACRE) TRACT OF LAND AS CONVEYED TO THOMAS W. SHOENROCK AND JOYCE Y. SCHOENROCK, AS TRUSTEES FOR THE THOMAS W. SHOENROCK AND JOYCE Y. SCHOENROCK REVOCABLE LIVING TRUST BY DEED RECORDED IN DOCUMENT NO. 2005013781 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. LOCATED ON U.S. HIGHWAY NO. 79.
see accompanying field note description

HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

© copyright 2008 B 817002a




2023 Thoroughfare Plan - NW Proposed Community Blvd Update




2023 Thoroughfare Plan - NW Proposed Community Blvd Update

# City of Taylor
# City Council

September 28, 2023

# PZ-2023-1792

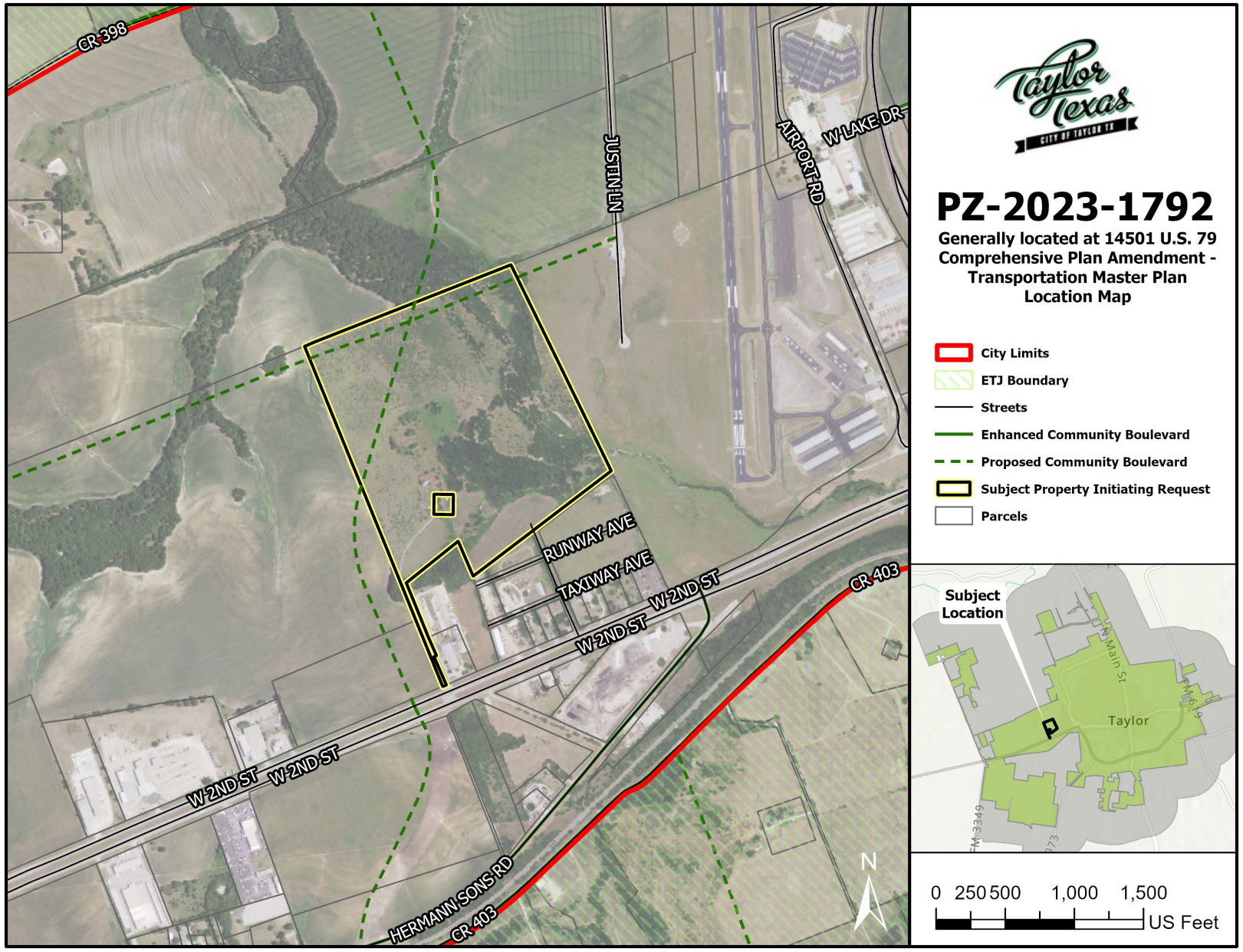
## Comprehensive Plan Amendment – Transportation Master Plan

*14501 US 79*

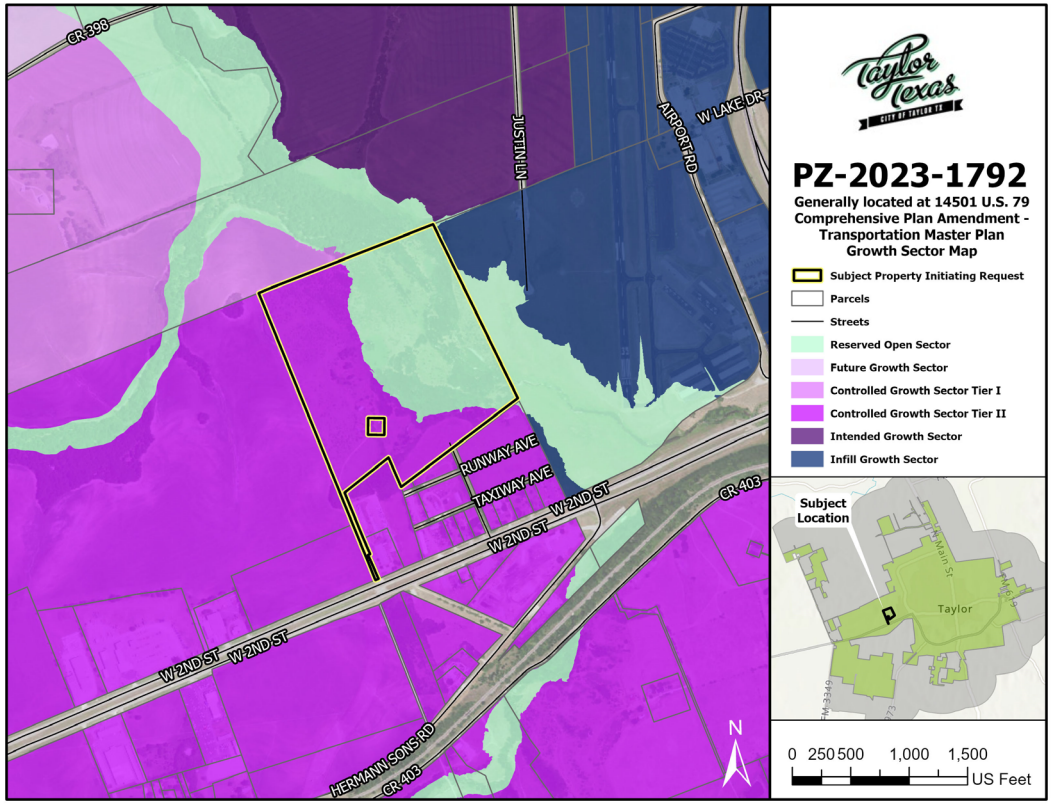
# Development Process

1. **Comprehensive Plan Amendment**
2. **Rezoning** - Proposed land use(s) and compliance with the Comprehensive Plan.
3. **Preliminary Plat** - Division of land into lots (identifying lot boundaries, streets, easements, etc.).
4. **Subdivision Improvement Plans** - Detailed water, sewer, traffic impact & drainage studies and design.
5. **Final Plat** (After approved and accepted infrastructure improvements.)
6. **Building Permit** - Layout of building(s) on lot(s) and detailed construction drawings.

# Location Map



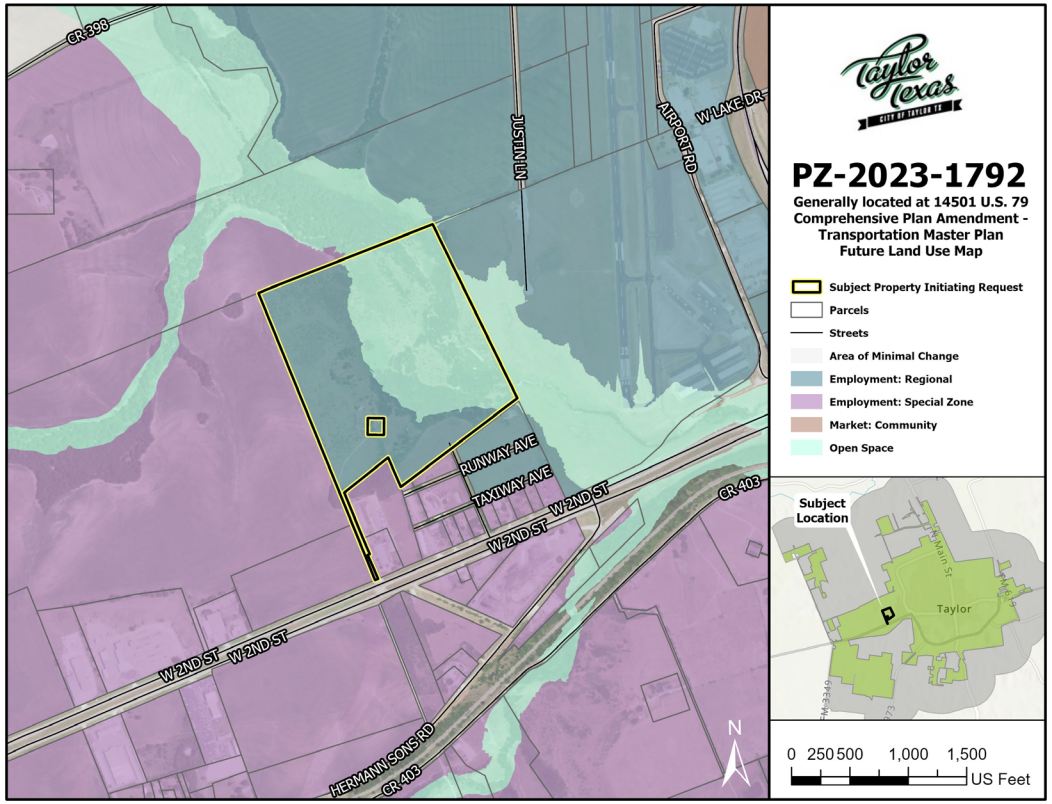
# Growth Sector & Future Land Use




## Controlled Growth Tier II:

The Controlled Growth Sector Tier II consists of areas where infrastructure is planned but not yet installed or areas where existing infrastructure lacks capacity and needs to be upgraded prior to expansion.

*(Page 50)*

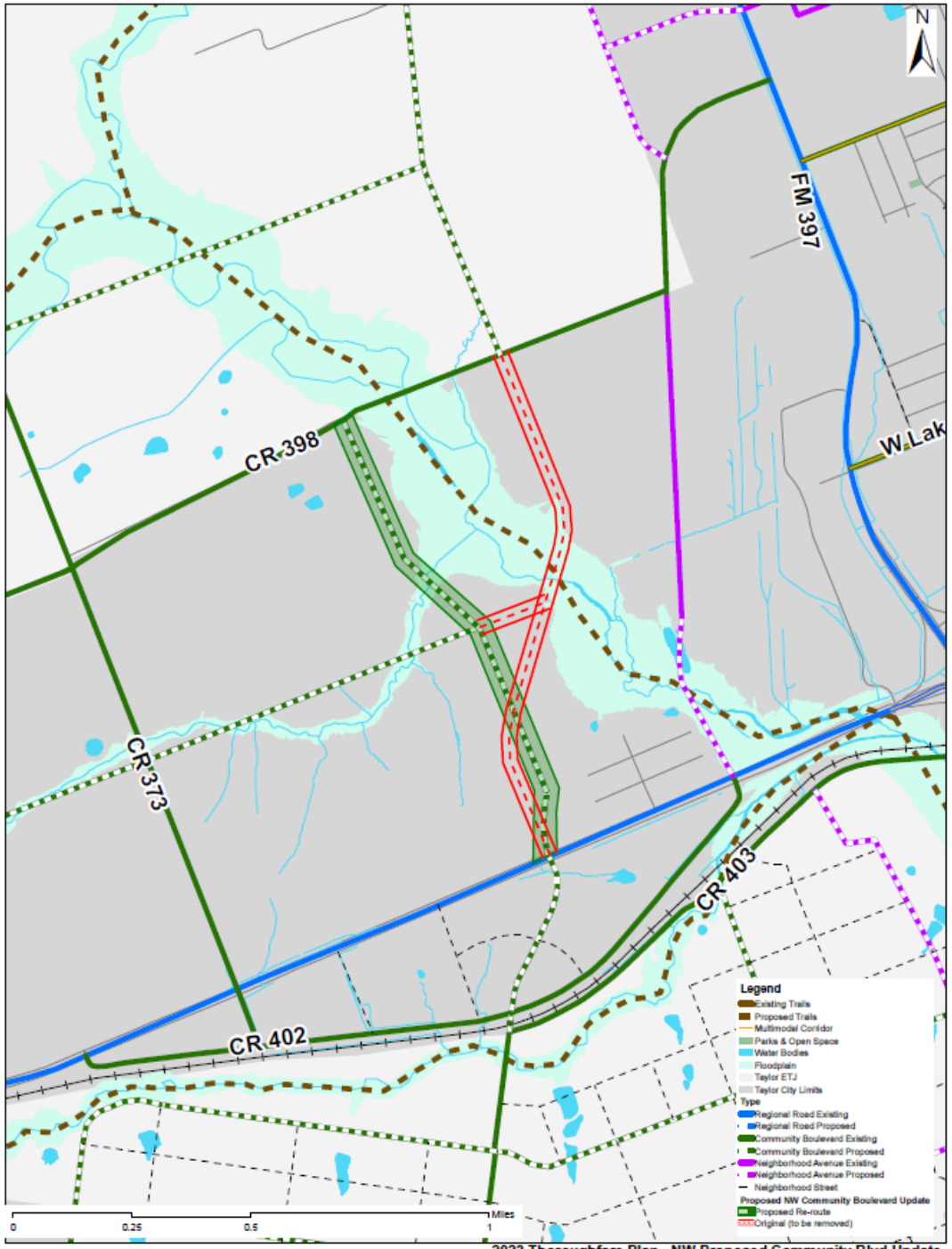



## Employment Center: Regional

Employment Centers are mixed use areas centered around office or industrial uses that can support significant employment. The office and industrial uses help support local retail and restaurants.

*(Page 75)*

# Transportation Master Plan proposed route in GREEN (red routes to be removed)



2023 Thoroughfare Plan - NW Proposed Community Blvd Update

Taylor Texas
CITY OF TAYLOR TX

# Transportation Engineer Recommendation

This relocation will reduce infrastructure costs for construction of the boulevard. The realignment will cause the community boulevard to terminate at CR 398 and be discontinuous with the proposed community boulevard extension to the north. However, CR 398 provides an existing east/west connection across the floodplain for vehicles to travel.

The following are recommended:

- The community boulevard be relocated further west on the subject property to avoid the floodplain and reduce infrastructure costs (approximate alignment is shown on the attached exhibit)
- The community boulevard will align with CR 401 at W 2nd Street
- The community boulevard will terminate at CR 398 on the north
- The alignment of the community boulevard will follow City of Taylor standards for horizontal and vertical curvature
- The development will conduct a traffic operational analysis of the community boulevard and CR 398 when the Traffic Impact Analysis is required for the development

# P&Z Recommendation

On September 12, 2023, the Planning and Zoning Commission voted to recommend **Approval** of the requested amendment to the Transportation Master Plan.

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☐ Quality of Life |
| ☒ Economic Vitality |

**Agenda Item #:** 5

**Agenda Title:** **Consider Ordinance 2023-47, PZ-2023-1592, regarding a request to amend the city limits by increasing it by approximately 15.429 acres of land generally located north of Elm Branch Trail part of 25.5 acres of the Davis Tract Phase I Planned Development.**

**Council Action to be taken:** Consider Ordinance adoption

**Department Submitted:** Development Services

**Staff Contact:** Colin Harrison, Director of Development Services

## 1. PURPOSE/DESCRIPTION

The applicant has requested to voluntary annex 15.429 acres part of 25.5 acres into the City of Taylor limits concurrently with the Davis Tract Phase I Planned Development.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Upon analyzing the request, the proposal to voluntary annex 15.429 acres as single family/planned development is considered consistent with the Comprehensive Plan. The uses are consistent with the following policies in the Comprehensive Plan:

- **LU1** – New Development should resemble the form and scale of traditional development patterns.
    - The development provides internal street connectivity and follows the traditional small block pattern of Taylor.
- **LU11** – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.
    - Developing in an area with existing infrastructure and taking advantage of a Planned Development allows the subject property to easily connect to utilities and provide a denser development while keeping with the desires of the Comprehensive Plan.
- **H4** – Infill missing middle housing and accessory dwelling units should be prioritized over new, large lot single family development.
    - The applicant has proposed single family housing with varying lot sizes to increase the density within phase one of the development.

In summary, the applicant's request to voluntary annex 15.429 acres that incorporates a variety of residential lot sizes consistent with the Comprehensive Plan in the proposed location. The applicant's use of the urban design consultant has allowed for collaboration between the applicant and the city. The results of the Planned Development will create a walkable, human-scaled environment that aligns with the city's goals to keep Taylor developed within a grid-like pattern, remain within an area with existing utilities, and incorporate a variety of housing types.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Provides Infill<br>• Increases Density<br>• Increases Tax Base<br>• Increases Housing<br>• Increases Housing Types | ○ N/A |

## 4. RECOMMENDATION

Staff recommends approval of voluntary annexation to the City Council for the proposed zoning amendment. The Planning and Zoning Commission recommended approval of the planned development attached to this voluntary annexation to the City Council for the proposed zoning amendment on September 12, 2023.

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

Planning and Zoning Commission public hearing and recommendation of Planned Development – September 12, 2023

City Council public hearing and ordinance of voluntary annexation introduction – September 28, 2023

City Council consideration of ordinance approval of voluntary annexation – October 12, 2023

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

N/A

## 8. ATTACHMENTS

5a. Annexation Petition and Field Notes
5b. Letter of Intent from the Applicant
5c. Location Map
5d. Ordinance 2023-47
    5d.1 Exhibit A – Survey
    5d.2 Exhibit A – Field Notes
    5d.3 Exhibit B – Annexation Service Plan
5e. PZ-2022-1592 – Staff PowerPoint Presentation

# ANNEXATION REQUIREMENTS

**Annexation Letter of Intent**

To be submitted at the time of the zoning application. There is no official form for this letter, and it may be submitted by the property owner or agent. This letter shall indicate that the property owner will petition the City Council for annexation in conjunction with the zoning request.

**Annexation Petition**

To be signed and notarized by the property owner submitted no earlier than 30 calendar days before the request is presented to the City Council. The executed Petition must be submitted no later than 5 calendar days before the proposed Council date. However, to ensure the Petition request is properly scheduled and reviewed, it is highly recommended to submit the Petition 20 to 30 days prior to the anticipated Council review date. **(Template follows)**

**Exhibit A**

Legal description if a legally recorded lot or a metes and bounds description if unplatted acreage. The description shall be typed, include acreage information, the name of original or patent survey, be printed on 8 1/2" x 11" paper, and include a legible sketch or survey plot of the property. If a metes and bounds description is prepared, it must be signed and sealed by the Registered Professional Land Surveyor who prepared it. This exhibit shall be entitled "EXHIBIT A" **(Two original copies required.)**

**Ownership Document(s)**

Clean copy of recorded warranty deed or other document(s) conveying ownership of all the property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign Petition on behalf of entity must be included.

**Utility Provision Statement**

A statement by the property owner stating the property is within the City of Taylor's CCN (service area) for water and wastewater service and an estimation of how the property will be connected by the owner to that existing water and wastewater system.

## ANNEXATION OR CITY LIMITS EXTENSION

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF TAYLOR, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is (1) one-half mile or less in width, (2) contiguous to the city limits, and (3) vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as a part of the City of Taylor, Texas, the property described in Exhibit "A", attached hereto and made a part hereof.

We hereby certify, under oath, that:
WE ARE THE TRUE AND ONLY OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to us in Deed(s) recorded as Document No._____, Official Public Records of Williamson County, or in Volume_____ Page _____, Deed Records of Williamson County.

_____
Owner(s)

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public, by _____ this _____ day of _____, 20_____, A.D.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT (INDIVIDUAL)

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____.

_____
Notary Public, State of Texas

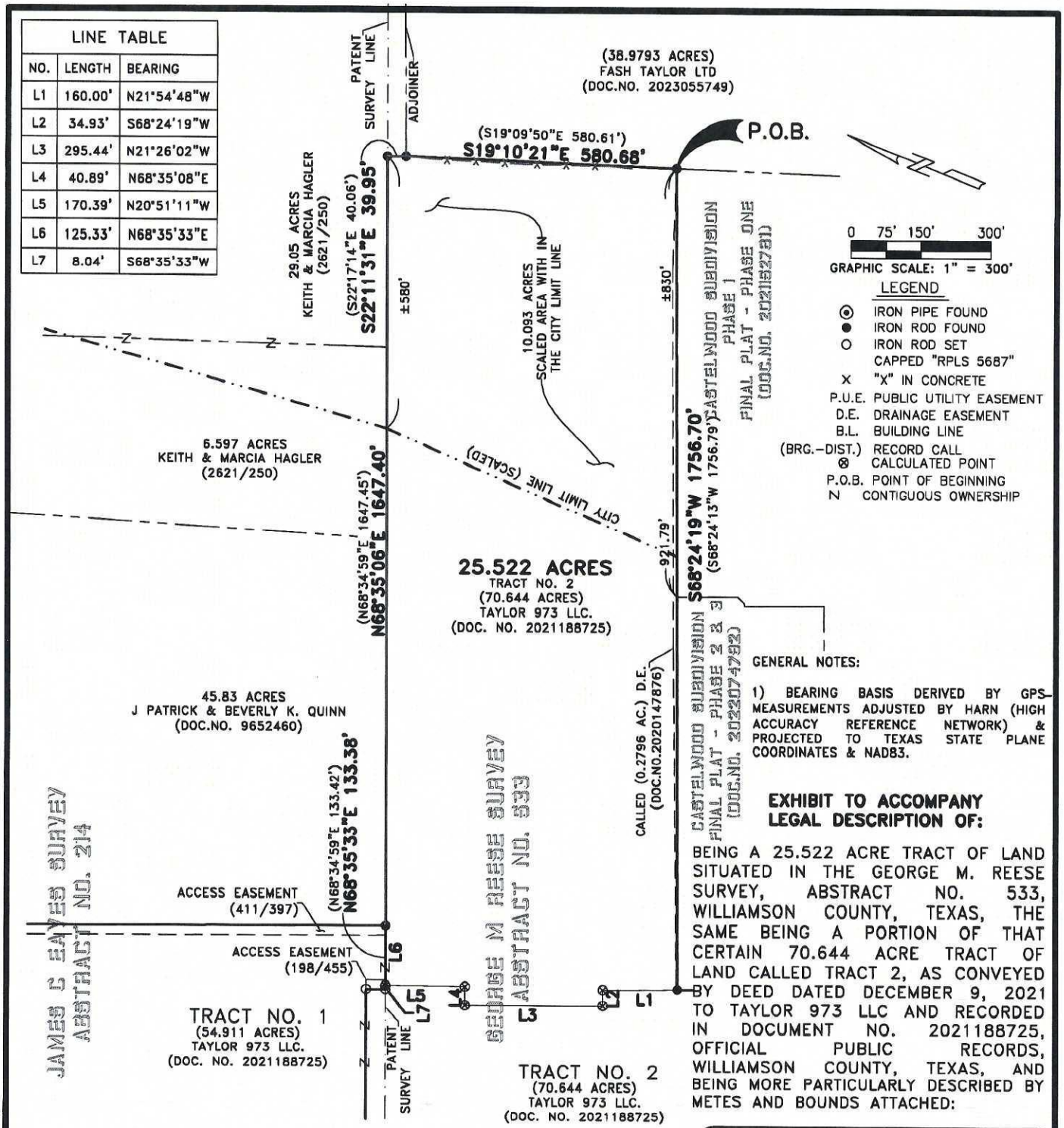
ACKNOWLEDGMENT (CORPORATE)

This instrument was acknowledged before me on the 7th day of September, 2023, by Dharma Rajah the President of Epitome Development, a Texas Corporation, on behalf of

SABRINA ONEAL-STRANG
My Notary ID # 129882830
Expires October 4, 2026

_____
Notary Public, State of Texas

| For Office Use Only | |
|---|---|
| DATE RECEIVED: | _____ |
| CITY COUNCIL HEARING DATE: | _____ |




GENERAL NOTES:

1) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES & NAD83.

**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF:**

BEING A 25.522 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, THE SAME BEING A PORTION OF THAT CERTAIN 70.644 ACRE TRACT OF LAND CALLED TRACT 2, AS CONVEYED BY DEED DATED DECEMBER 9, 2021 TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED:

I, RICHARD H. TAYLOR, DO HEREBY CERTIFY THAT THIS PLAT OF THE PROPERTY SHOWN HEREON, WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING MAY 17, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC RIGHT OF WAY.

STATE OF TEXAS
REGISTERED
RICHARD TAYLOR
3986
PROFESSIONAL
LAND SURVEYOR

RICHARD H. TAYLOR, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
NUMBER 3986 STATE OF TEXAS

08/15/2023
DATE

©:ASH & ASSOCIATES, L.L.C.

ASH & ASSOCIATES
SURVEYING - PLANNING - MAPPING
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100847-00
"SERVING THE COMMUNITY OF TEXAS"

JOB NO: 22-8145 DRAWN BY: MM FB: –

8512 Bestride Bend Austin, TX 78744
Phone: 512-779-9464
Viewpointengineering.com

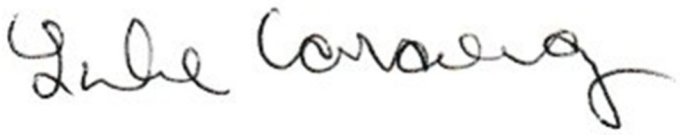
RE: Annexation Application Letter of Intent

Mr Yantis,

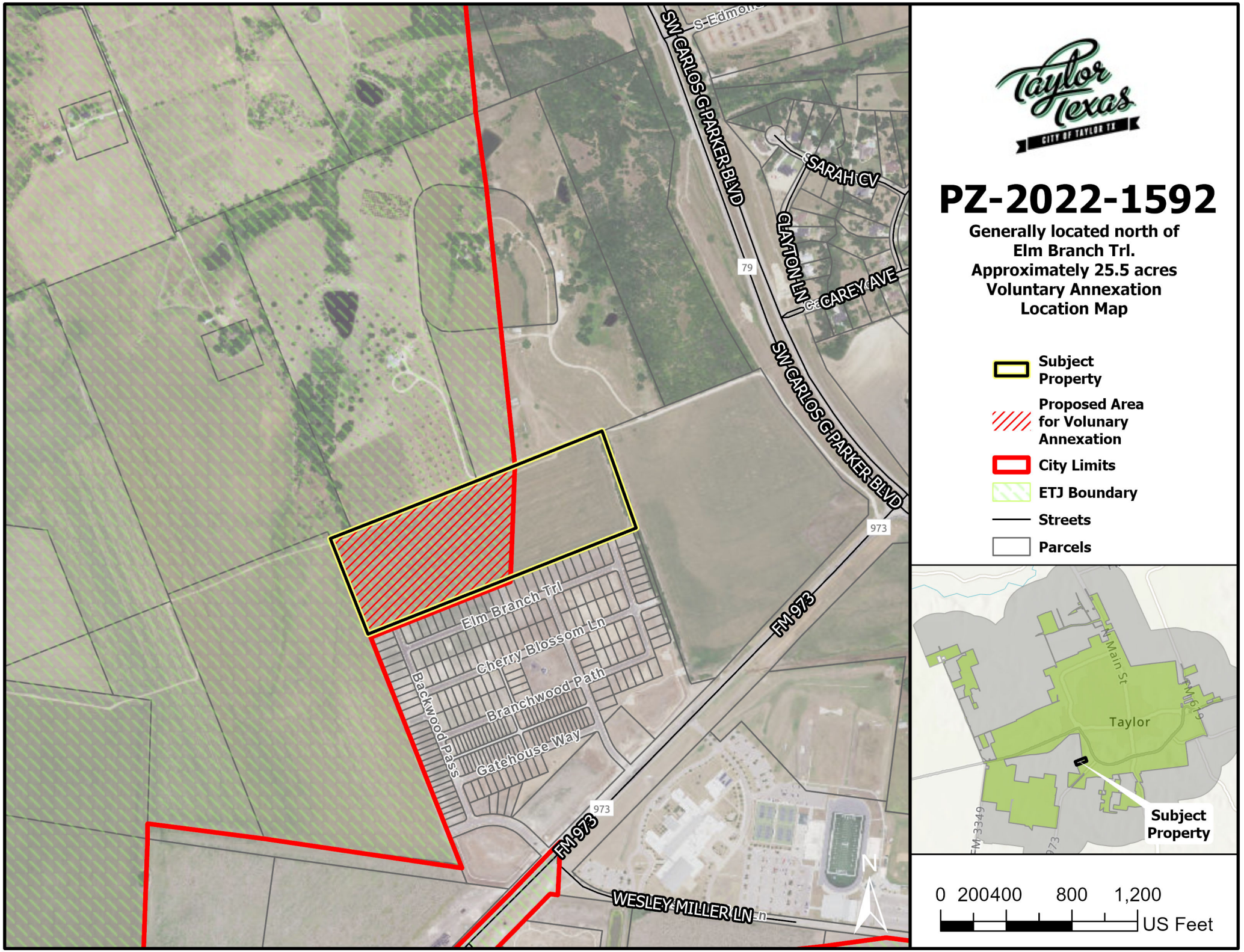
On behalf of Taylor 973 LLC, it Is my sincere pleasure to present a voluntary annexation submittal for a approximately 15.429 acre tract currently primarily located within the City of Taylor ETJ. An approximately 10.093 acre portion of the property is currently located within the City limits with the remainder of the property being located within the City of Taylor 1-mile ETJ.

We sincerely look forward to working with staff to continue to optimize this conceptual plan into something the City of Taylor and the developer can be proud of. Please feel free to contact me directly at 512-779-9464.

Warm Regards,



Luke Caraway, P.E.
Vice President, Planning and Design
Lcaraway@viewpointengineering.com


SW CARLOS G PARKER BLVD
SARAH CV
CLAYTON LN
CAREY AVE
79
973
FM 973
Elm Branch Trl
Cherry Blossom Ln
Branchwood Path
Backwood Pass
Gatehouse Way
WESLEY MILLER LN
N
Taylor Texas
CITY OF TAYLOR TX
PZ-2022-1592
Generally located north of
Elm Branch Trl.
Approximately 25.5 acres
Voluntary Annexation
Location Map
Subject Property
Proposed Area for Volunary Annexation
City Limits
ETJ Boundary
Streets
Parcels
Taylor
Subject Property
0 200400 800 1,200
US Feet

**ORDINANCE NO. 2023-47**

**AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT.**

**WHEREAS**, §43.0671 of the Texas Local Government Code and the Charter of the City of Taylor, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and Charter of the City of Taylor, Texas, and the laws of this state have been duly followed with respect to the following territory, consisting of approximately 15.429 acres, generally located north of Elm Branch Trail in the extraterritorial jurisdiction of the City of Taylor and further described in Exhibit "A".

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

1. That the heretofore described property is hereby annexed to the City of Taylor, Williamson County, Texas, and that the boundary limits of the City of Taylor be and the same are hereby extended to include the above described territory within the city limits of the City of Taylor, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Taylor and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

2. A service plan or agreement for the property annexed is hereby adopted and attached as Exhibit "B".

The City Clerk is hereby directed to file with the County Clerk of Williamson County, Texas, a certified copy of this ordinance.

This Ordinance shall be in full force and effect immediately upon passage.

**SECTION 6.** In accordance with Article VIII of the City Charter, Ordinance 2023-47 was introduced before the Taylor City Council on the 28th day of September 2023.

DRAFT

PASSED, APPROVED, and ADOPTED on the __12__ day of _October__, 2023.

_____
Brandt Rydell, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

_____
Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-47, passed and approved by the City Council of the City of Taylor, Texas, on the _12th_ day of __October__, 2023, 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 _____, 2023.

_____
Dianna McLean
City Clerk

DRAFT

DRAFT

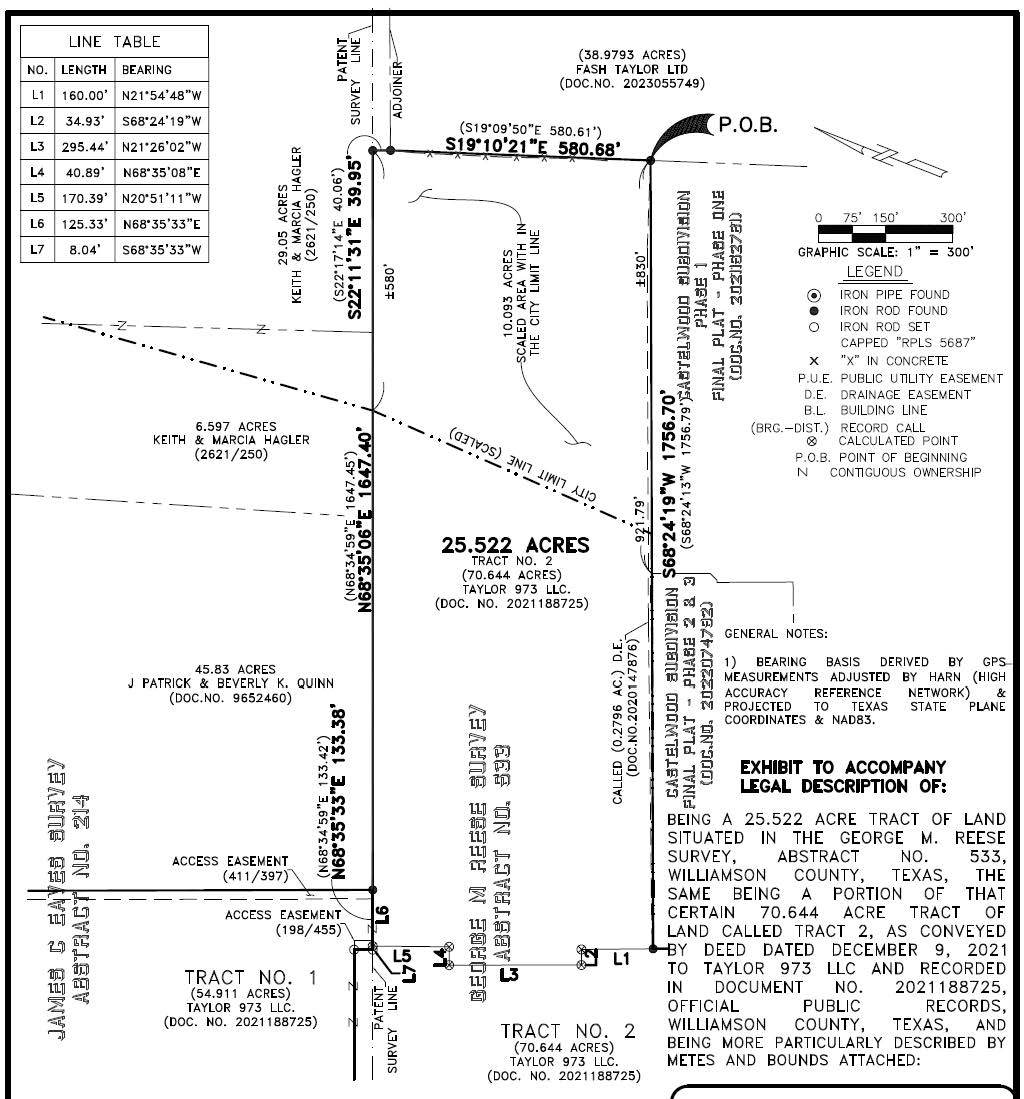



**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF:**

BEING A 25.522 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, THE SAME BEING A PORTION OF THAT CERTAIN 70.644 ACRE TRACT OF LAND CALLED TRACT 2, AS CONVEYED BY DEED DATED DECEMBER 9, 2021 TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED:

I, RICHARD H. TAYLOR, DO HEREBY CERTIFY THAT THIS PLAT OF THE PROPERTY SHOWN HEREON, WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING MAY 17, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC RIGHT OF WAY.

RICHARD H. TAYLOR, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
NUMBER 3986 STATE OF TEXAS

08/15/2023
DATE

©:ASH & ASSOCIATES, L.L.C.

STATE OF TEXAS
REGISTERED
RICHARD TAYLOR
3986
PROFESSIONAL
LAND SURVEYOR

ASH & ASSOCIATES
SURVEYING - PLANNING - MAPPING
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100847-00
"SERVING THE COMMUNITY OF TEXAS"

JOB NO: 22-8145 DRAWN BY: MM FB: –

ASH & ASSOCIATES
SURVEYING - MAPPING - PLANNING
"Serving the Community of Texas"
142 Jackson Lane
San Marcos, Texas 78666
Phone: 512-392-1719
ashandassociates.net

**STATE OF TEXAS**
**COUNTY OF WILLIAMSON**

**ANNEXATION TRACT**
**25.522 ACRES**
**GEORGE M. REESE SURVEY**
**ABSTRACT NO. 533**

**BEING A 25.522 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, THE SAME BEING A PORTION OF THAT CERTAIN 70.644 ACRE TRACT OF LAND CALLED TRACT 2, AS CONVEYED BY DEED DATED DECEMBER 9, 2021 TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** AT A 1/2" IRON ROD FOUND AT AN EAST CORNER OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, FOR THE EAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, SAME BEING AT THE COMMON NORTH CORNER OF CASTLEWOOD SUBDIVISION, PHASE NO. 1, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN DOCUMENT NO. 2021152781 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING IN THE SOUTHWEST LINE OF THAT CERTAIN CALLED 39.9793 ACRE TRACT OF LAND, AS CONVEYED BY DEED TO FASH TAYLOR AND RECORDED IN DOCUMENT NO. 2023055749, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

**THENCE SOUTH 68°24'19" WEST** (S68°24'13"W RECORD), DEPARTING SAID FASH TAYLOR CALLED 38.9793 ACRE TRACT, WITH A SOUTHEAST LINE OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, AND THE COMMON NORTHWEST LINE OF SAID CASTLEWOOD SUBDIVISION PHASE NO. 1, PASSING AN APPROXIMATE DISTANCE OF 830 FEET THE SCALED TAYLOR CITY LIMIT LINE, AT A DISTANCE OF 921.79 FEET PASSING A WEST CORNER OF SAID CASTLEWOOD SUBDIVISION PHASE NO. 1 AND THE COMMON NORTH CORNER OF CASTLEWOOD SUBDIVISION PHASE 2 & 3, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN DOCUMENT NO. 2022074792 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONTINUING ON FOR A TOTAL DISTANCE OF **1756.70 FEET** (1756.79' RECORD) TO A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, AND THE COMMON WEST CORNER OF SAID CASTLEWOOD SUBDIVISION PHASE 2 & 3, FOR THE SOUTH CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

**THENCE** DEPARTING SAID CASTLEWOOD SUBDIVISION PHASE 2 & 3, THROUGH AND SEVERING SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, THE FOLLOWING COURSES AND DISTANCES NUMBERED (1) THROUGH (5):

1) **NORTH 21°54'48" WEST,** A DISTANCE OF **160.00 FEET** TO CORNER;
2) **SOUTH 68°24'19" WEST,** A DISTANCE OF **34.93 FEET** TO CORNER;
3) **NORTH 21°26'02" WEST,** A DISTANCE OF **295.44 FEET** TO CORNER;
4) **NORTH 68°35'08" EAST,** A DISTANCE OF **40.89 FEET** TO CORNER;
5) **NORTH 20°51'11" WEST,** A DISTANCE OF **170.39 FEET** TO CORNER FOR THE WEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, SAME BEING A NORTHWEST LINE OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, AND THE COMMON SOUTHEAST LINE OF THAT CERTAIN CALLED 54.911 ACRE TRACT OF LAND - TRACT 1, AS CONVEYED BY SAID DEED DATED DECEMBER 9, 2021, TO TAYLOR 973 LLC, RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND FROM WHICH A COMMON CORNER OF SAID TRACTS 1 AND 2 BEARS SOUTH 68°35'33" WEST (S68°34'59" W RECORD), A DISTANCE OF 8.04 FEET;

**THENCE NORTH 68°35'33" EAST** (N68°34'59"W RECORD), WITH THE NORTHWEST LINE OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, AND A COMMON SOUTHEAST LINE OF SAID TAYLOR CALLED 54.911 ACRE TRACT 1, A DISTANCE OF **125.33 FEET** TO A 1/2" IRON ROAD FOUND AT A FENCE CORNER AT A CORNER OF SAID TAYLOR 973 LLC. CALLED 70.644 ACRE TRACT 2, AND A COMMON EAST CORNER OF SAID TAYLOR 973 LLC. CALLED 54.911 ACRE TRACT 1, FOR A CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, SAME BEING AT THE SOUTH CORNER OF THAT CERTAIN CALLED 45.83 ACRE TRACT OF LAND, AS CONVEYED BY DEED TO J. PATRICK AND BEVERLY K. QUINN AND RECORDED IN DOCUMENT NO. 9652460, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

**THENCE NORTH 68°35'06" EAST** (N68°34'59"E RECORD), CONTINUING WITH THE NORTHWEST LINE OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, PASSING THE EAST CORNER OF SAID QUINN CALLED 45.83 ACRE TRACT AND A COMMON SOUTH CORNER OF THAT CERTAIN CALLED 6.597 ACRE TRACT OF LAND, AS CONVEYED BY DEED TO KEITH & MARCIA HAGLER AND RECORDED IN VOLUME 2621, PAGE 250, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, PASSING THE EAST CORNER OF SAID HAGLER CALLED 6.594 ACRE TRACT, AND A COMMON SOUTH CORNER OF THAT CERTAIN CALLED 29.05 ACRE TRACT OF LAND, AS CONVEYED BY DEED TO KEITH & MARCIA HAGLER AND RECORDED IN VOLUME 2621, PAGE 250, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND CONTINUING ALONG THE MEANDERS OF A WIRE FENCE, A TOTAL DISTANCE OF **1647.40 FEET** (1647.45' RECORD) TO A 1/2" IRON ROAD FOUND AT A FENCE CORNER AT A NORTH CORNER OF SAID TAYLOR 973 LLC. CALLED 70.644 ACRE TRACT 2, AND A COMMON INTERIOR CORNER OF SAID HAGLER CALLED 29.05 ACRE TRACT, FOR THE NORTH CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

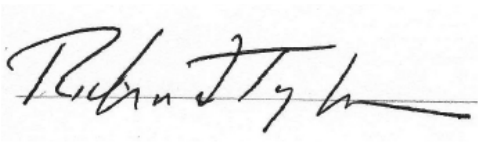
**THENCE SOUTH 22°11'31" EAST** (S22°17'14"E RECORD), WITH THE NORTHEAST LINE OF SAID TAYLOR 973 LLC. CALLED 70.644 ACRE TRACT 2, AND A COMMON SOUTHWEST LINE OF SAID HAGLER CALLED 29.05 ACRE TRACT, ALONG THE MEANDERS OF A WIRE FENCE, A DISTANCE OF **39.95 FEET** (40.06' RECORD) TO A 1/2" IRON ROAD FOUND AT A FENCE CORNER AT A CORNER OF SAID TAYLOR 973 LLC. CALLED 70.644 ACRE TRACT 2, AND A COMMON SOUTH CORNER OF SAID HAGLER CALLED 29.05 ACRE TRACT, SAME BEING AT THE WEST CORNER OF THE AFORESAID FASH TAYLOR CALLED 38.9793 ACRE TRACT, FOR A CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

**THENCE SOUTH 19°10'21" EAST** (S19°09'50"E RECORD), WITH THE NORTHEAST LINE OF SAID TAYLOR 973, LLC. CALLED 70.644 ACRE TRACT 2, AND THE COMMON SOUTHWEST LINE OF SAID FASH TAYLOR CALLED 38.9793 ACRE TRACT, ALONG THE MEANDERS OF A WIRE FENCE, A DISTANCE OF **580.68 FEET** (580.61' RECORD) TO **POINT OF BEGINNING** AND **CONTAINING 25.522 ACRES OF LAND.**

BEARING BASIS HEREIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS CENTRAL ZONE) & NAD83 (HORIZONTAL).

ATTACHED HEREWITH IS AN EXHIBIT DRAWING WHICH IS AN INTEGRAL PART OF THIS METES AND BOUNDS DESCRIPTION.

I, RICHARD H. TAYLOR, DO CERTIFY THAT THIS DESCRIPTION AND ASSOCIATED EXHIBIT WERE PREPARED THIS DATE FROM A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION DURING MAY 17, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



08/15/2023

RICHARD H. TAYLOR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 3986 STATE OF TEXAS
DATE




ATTACHMENT: DRAWING OF 25.522 ACRE ANNEXATION TRACT
JOB:

## VOLUNTARY ANNEXATION SERVICE PLAN

This **Voluntary Annexation Service Plan** ("**Service Plan**"), which is incorporated by reference as additional terms, conditions, and provisions of that certain, shall constitute, and is hereby deemed to be, the written agreement between the City of Taylor, Texas ("City") and Taylor 973 LLC ("Owner") required by Section 43.0672 of the Texas Local Government Code relating to the provision of municipal services to the Property upon enactment by the City of an ordinance annexing the Property into the City's corporate limits in response to the Company's voluntary petition requesting annexation ("**the Petition**") delivered to the City pursuant to Section 43.0671 of the Texas Local Government Code. For purposes of this Service Plan, the Property, as described in Exhibit "A" to the Petition, shall be referred to as the "**Annexed Area**".

The City will provide the Annexed Area with Municipal Services in compliance with the Texas Local Government Code in accordance with the following schedule A-K:

**A.** **CODE ENFORCEMENT, BUILDING INSPECTION, ETC.:** The City will provide code enforcement, building inspection services, and permit issuances to the area immediately upon annexation to the Annexed Area and in accordance with Article IV, Article V.

**B.** **EMERGENCY MEDICAL SERVICES:** Emergency Medical Services will be provided to the Annexed Area by Williamson County EMS and the City's Fire Department. Said services will be made available to the Annexed Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area and in accordance with City budget appropriations.

**C.** **FIRE:** The City has a full-time career fire department under the direction of the Fire Chief, and Assistant Fire Chief to provide fire protection and paramedic-level emergency medical services. Upon the effective date of the annexation, said services will also be made available to the Annexed Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed Annexed Area in accordance with City budget appropriations.

**D.** **POLICE:** The City provides municipal police protection to its businesses and residents, including routine patrols throughout the City and law enforcement services upon call. Upon the effective date of the Annexation, said services will also be made available to the Annexed Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexed Property and in accordance with City budget appropriations.

**E. WATER SERVICE AND MAINTENANCE OF WATER FACILITIES:** Water service will be provided in accordance with the applicable codes and departmental policy as development occurs in the area. Inspection of water distribution lines will be provided under the statues of the State of Texas. Any water service will be provided by the City utility department on the same terms, conditions, and requirements as are applied to all similarly situated areas and customers of the City and subject to all ordinances, regulations, and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. Water services will be provided to the Area at the expense of the developer thereof in accordance with the then current development standards and subdivision regulations of the City. Extension of service shall comply with City codes and ordinances.

**F. SANITARY SEWER SERVICE AND MAINTENANCE:** Sanitary sewer service will be provided in accordance with applicable City codes and departmental policy as development occurs within the Area. Any sewer service will be provided by the City utility department on the same terms, conditions, and requirements applied to all similarly situated areas and customers of the City, subject to all ordinances, regulations, and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its policies. Sanitary sewer services will be provided to the Area at the expense of the developer thereof in accordance with the then current development standards and subdivision regulations of the City. Extension of service shall comply with applicable codes and ordinances.

**G. SOLID WASTE COLLECTION:** Solid Waste Collection services will be provided to the Annexed Area upon annexation in accordance with ordinances and City policies in effect at the time of annexation and within the City's budget appropriations.

**H. MAINTENANCE OF ROADS, STREET, AND STREET LIGHTING:** The City will begin maintenance of current roads and streets within the Annexed Area and as required by city ordinance upon the effective date of the Annexation. Such streets and roads shall be maintained in their current condition and on the same basis as other areas in the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area. Any such resurfacing or upgrade shall be made in accordance with current City policies and adopted Standard Construction Details or as approved by the City Engineer. The City will coordinate any request for street lighting with electric providers in accordance with City policy.

**I. PUBLIC LIBRARY SERVICES AND OTHER PUBLICLY OWNED FACILITIES, BUILDINGS AND SERVICES:** At this time there are no public library services in the Annexed Area. Property owners and residents of the Annexed Area may use the City's existing public library and other publicly owned facilities, buildings, and services within the City on the same basis as other residents of the City upon annexation with such privileges being provided within the City budget appropriations.

**J. PARKS, PLAYGROUNDS AND OTHER PUBLIC RECREATION FACILITIES AND SERVICES:** At this time there are no parks, playgrounds, or other public recreation facilities in the Annexed Area. Property owners and residents of the Annexed Area may use the City's existing public parks, playgrounds, and other recreational facilities and services of the City on the same basis as other residents of the City upon annexation and in accordance with City budget appropriations.

**K. GENERAL MUNICIPAL ADMINISTRATION**: General municipal administration services will be available to the Annexed Area upon the effective date of the Annexation. This Service Plan provides for full municipal services to the Annexed Area that are adequate to serve the Annexed Area on the same basis as municipal services are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area. Further, said municipal services are equal to or greater than the services and level of such services in existence in the Annexed Area immediately preceding the effective date of Annexation. This Service Plan does not constitute a right to a superior level of services in the Annexed Area; provided.

# City of Taylor
# City Council

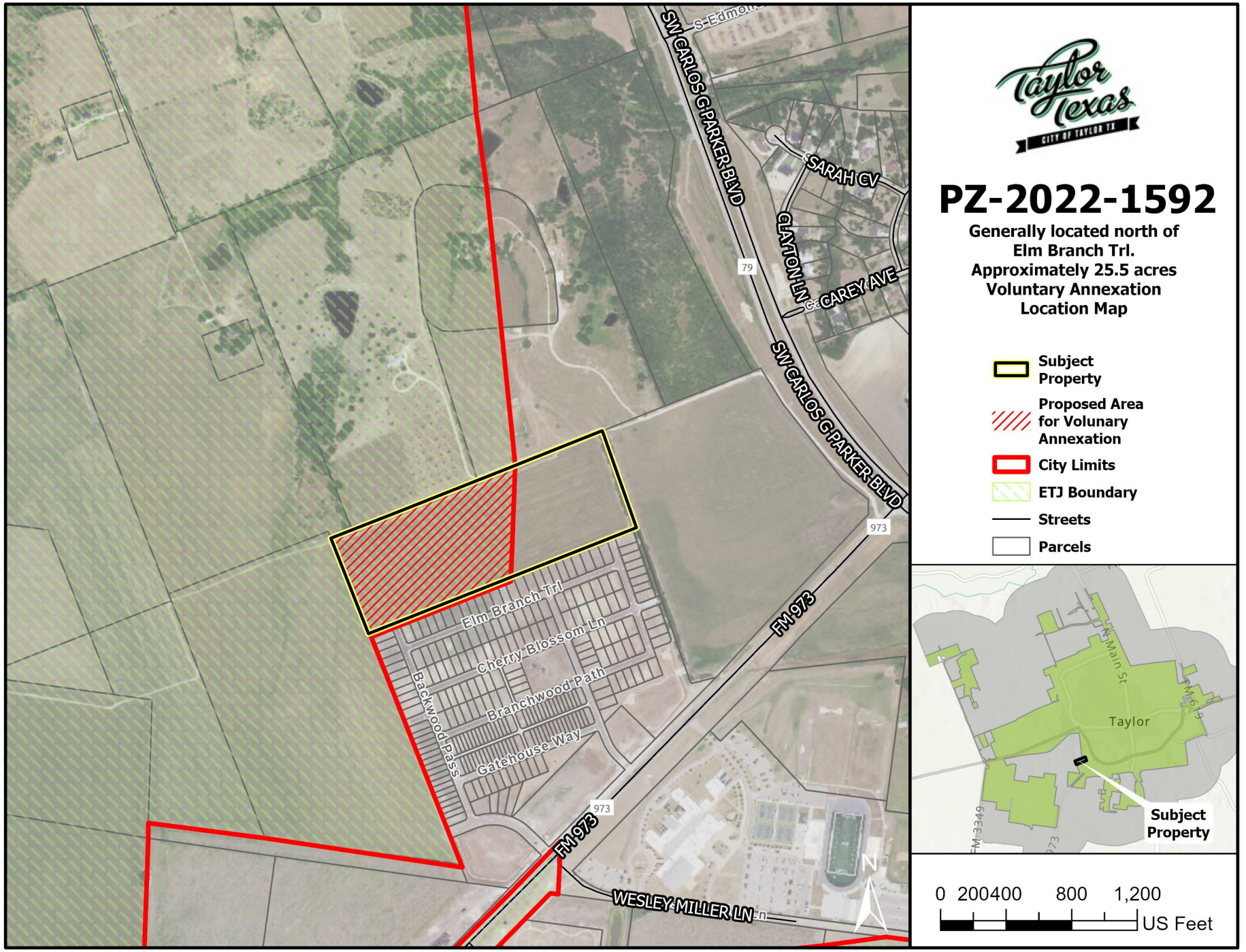
September 28, 2023

# PZ-2022-1592

Voluntary Annexation – Davis Tract Phase 1

# Location Map

**Address/Location:**
Generally located north of
Elm Branch Trail



# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR | |
|---|---|
| ☐ | Streets/Infrastructure |
| ☐ | Quality of Life |
| ☒ | Economic Vitality |

**Agenda Item #:** 6

**Agenda Title:** **Consider Ordinance 2023-45, PZ-2022-1594, regarding a request to amend the zoning of approximately 25.5 acres with approximately 15.429 acres of land within Phase 1 within the ETJ of the City of Taylor and will effectively be brought into the City Limits in conjunction with this rezoning request, located north of Elm Branch Trail from the existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One**

**Council Action to be taken:** Consider Ordinance adoption

**Department Submitted:** Development Services

**Staff Contact:** Colin Harrison, Director of Development Services

## 1. PURPOSE/DESCRIPTION

The applicant has requested to rezone 25.5 acres north of Elm Branch Trail, from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Upon analyzing the request, the proposed uses as single family are considered consistent with the Comprehensive Plan. The uses are consistent with the following policies in the Comprehensive Plan:

- **LU1** – New Development should resemble the form and scale of traditional development patterns.
    - The development provides internal street connectivity and follows the traditional small block pattern of Taylor.
- **LU11** – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.
    - Developing in an area with existing infrastructure and taking advantage of a Planned Development allows the subject property to easily connect to utilities

and provide a denser development while keeping with the desires of the Comprehensive Plan.

- **H4** – Infill missing middle housing and accessory dwelling units should be prioritized over new, large lot single family development.
    - The applicant has proposed single family housing with varying lot sizes to increase the density within phase one of the development.

In summary, the applicant's request to change the zoning district designation from zoning upon annexation of R-1 (Single Family) to a Planned Development (PD) that incorporates a variety of residential lot size is consistent with the Comprehensive Plan in the proposed location. The applicant's use of the urban design consultant has allowed for collaboration between the applicant and the city. The results of the Planned Development will create a walkable, human-scaled environment that aligns with the city's goals to keep Taylor developed within a grid-like pattern, remain within an area with existing utilities, and incorporate a variety of housing types.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Provides Infill<br>• Increases Density<br>• Increases Tax Base<br>• Increases Housing<br>• Increases Housing Types | ○ N/A |

## 4. RECOMMENDATION

At their September 12, 2023, meeting the Planning and Zoning Commission recommended approval to the City Council for the proposed zoning amendment.

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – September 12, 2023

City Council public hearing and ordinance introduction – September 28, 2023

City Council consideration of ordinance approval – October 12, 2023

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

N/A

## 8. ATTACHMENTS

6a. Staff Report
6b. Letter of Intent from the Applicant
6c. Location Map
6d. Zoning Map, Growth Sectors Map, Future Land Use Map
6e. Notification Map
6f. Ordinance 2023-45
    6f.1 Exhibit A – Survey
    6f.2 Exhibit B – Planned Development Master Plan & Standards
    6f.3 Exhibit C – Proposed Zoning Map
6g. PZ-2023-1594 – Staff PowerPoint Presentation

**City of Taylor**

**PZ-2022-1594**

**Zoning Amendment**

**Staff Report**

## Item Details

| | |
|---|---|
| **Subject Property:** | Davis Tract Phase 1 |
| **Total Acreage:** | Approximately 25.5 acres |
| **Legal Description:** | Part of and out of the James C. Eaves Survey No. 205, Abstract No.214, and the George M. Reese Survey, Abstract No. 533, partial City of Taylor, and City of Taylor Extra Territorial Jurisdiction, Williamson County, Texas. |
| **Applicant:** | Luke Caraway, Viewpoint Engineering |
| **Property Owner(s):** | Dharma Rajah, Epitome Development (Taylor 973, LLC) |
| **Request:** | An amendment to the zoning ordinance for approximately 25.5 acres of land, generally located north of Elm Branch Trail, from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One. |
| **Case History:** | This is the first hearing of this request. |

## Overview of Applicant's Request & Background

The subject property is considered Phase 1 of the Planned Development and consists of approximately 25.5 acres. Approximately 15.429 acres of land within Phase 1 lies within the Extraterritorial Jurisdiction of the City of Taylor and will effectively be brought into the City Limits in conjunction with this rezoning request.

The applicant has partaken in a charrette process with the City's urban design consultant and have brought together a product that aligns with the Envision Taylor Comprehensive Plan for a total of 105 mixed residential units within Phase 1.

### Location:

The subject property Phase 1 is located on the southwest corner of Taylor outside U.S. 79 across the street from Taylor High School, northwest of the Castlewood Development and immediately north of Elm Branch Trail.

### Physical and Natural Features:

The subject property consists of approximately 25.5 acres of land that is relatively flat surrounded by agricultural land on the north, west and east.

**Growth Sector Designations:**

The current Growth Sector is Infill Neighborhood Sector and Controlled Growth Sector Tier II.

The Infill Neighborhood Sector consists of areas within the city that are already developed and served by infrastructure. Infill development is encouraged to generally match the character of the existing development while allowing for incremental increases in density. Controlled Growth Sector Tier II consists of areas where infrastructure is planned but not yet installed or areas where existing infrastructure lacks capacity and needs to be upgraded prior to expansion.

**Future Land Use and Zoning Designations:**

The subject property was assigned the Future Land Use designation of Neighborhood Greenfield and Neighborhood Infill. Infill Neighborhoods represent existing developed areas in Taylor that have access to existing streets and utility infrastructure. Infill development is anticipated to fill in vacant and underutilized lots within the City of Taylor. Greenfield Neighborhoods are new communities that contain a wide mix of residential uses and neighborhood services. Greenfield development should be developed as an extension of the existing urban fabric in Taylor.

Approximately 8 acres of the subject property within the City Limits is currently Single Family Residential (R-1) and the remaining is within the extraterritorial jurisdiction and therefore zoning is not applied.

The applicant would like to rezone 25.5 acres from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One.

The surrounding properties are:

| Direction | Zoning District | Growth Sector | Future Land Use | Existing Land Use |
|---|---|---|---|---|
| **North** | R-1 (Single Family) | Controlled Growth Sector (G-2.2) | Employment Special Zone | Vacant Agricultural Land |
| **South** | R-1 (Single Family) | Infill Neighborhood Sector (G-4) | Neighborhood Infill | Residential Development-Single Family and TH |
| **East** | B-2 (General Business) | Intended Growth Sector (G-3) | Market Center Community | Vacant Agricultural Land |
| **West** | ETJ (No Zoning) | Controlled Growth Sector (G-2.2) | Neighborhood Infill | Vacant Agricultural Land |

## Transportation

The subject property gains access off the adjacent Castlewood development from Pebblestream Pass, Red Branch Road, and Backwood Pass. Preliminary neighborhood designs within the Planned Development standards have identified an internal thoroughfare network consisting of a variety of thoroughfare types that describe a set of typical vehicular and pedestrian thoroughfare assemblies permitted.

## Utilities

The subject property is located within the City of Taylor water CCN. There is a twelve (12) inch water line stubbed out at the end of Red Branch Road. There is also an eight (8) inch water line on Pebblestream Pass and Backwood Pass. There is a six (6) inch wastewater line on Backwood Pass and Pebblestream Pass.

## Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the zoning map amendment request. Eleven (11) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, August 27, 2023.

## Staff Analysis

Upon analyzing the request, the proposed uses as single family are considered consistent with the Comprehensive Plan. The uses are consistent with the following policies in the Comprehensive Plan:

- **LU1** – New Development should resemble the form and scale of traditional development patterns.
    - The development provides internal street connectivity and follows the traditional small block pattern of Taylor.
- **LU11** – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.
    - Developing in an area with existing infrastructure and taking advantage of a Planned Development allows the subject property to easily connect to utilities and provide a denser development while keeping with the desires of the Comprehensive Plan.
- **H4** – Infill missing middle housing and accessory dwelling units should be prioritized over new, large lot single family development.
    - The applicant has proposed single family housing with varying lot sizes to increase the density within phase one of the development.

In summary, the applicant's request to change the zoning district designation from zoning upon annexation of R-1 (Single Family) to a Planned Development (PD) that incorporates a variety of residential lot size is consistent with the Comprehensive Plan in the proposed location. The applicant's use of the urban design consultant has allowed for collaboration between the applicant and the city. The results of the Planned Development will create a walkable, human-scaled environment that aligns with the city's goals to keep Taylor developed within a grid-like pattern, remain within an area with existing utilities, and incorporate a variety of housing types.

## Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested zoning amendment.

## Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for rezonings and recommends to City Council either in favor of or opposition to each request. In determining a recommendation on a rezoning request, the Planning and Zoning Commission members consider the following factors:

**Is the rezoning consistent with the Comprehensive Plan?**

- The rezoning request is consistent with the Comprehensive Plan, specifically the Growth Sector and Future Land Use allocations.

**Is the rezoning compatible with the surrounding area?**

- The rezoning is compatible with the existing Single-Family in the adjacent subdivision.

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

- Staff analysis determined that the rezoning of the subject property will promote public health, safety, and general welfare. In addition, the Planning Principles and Policy Guide in the Comprehensive Plan aim to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development.

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

- Public utilities are available in the immediate area through the development southeast of the property. The developer will be responsible for extending utilities through the proposed phase one.

**Do current conditions indicate that a rezoning is necessary?**

- Currently, the city's existing zoning regulations do not comply with the overarching goals and policies within the Comprehensive Plan. Curating a planned development allows the applicant the ability to create density that will meet the intent of the Comprehensive Plan. The Planned Development allows the subject property to consist of a more walkable community with varying lot sizes and civic spaces throughout, not otherwise thoughtfully required within the existing zoning ordinance.

## Attachments:

1. Letter of Intent from Applicant
2. Location Map
3. Zoning Map
4. Growth Sector Map
5. Future Land Use Map
6. Notification Map
7. Ordinance 2023-45
    a. Exhibit A – Survey
    b. Exhibit B – Planned Development Master Plan & Standards

c. Exhibit C – Proposed Zoning Map

8. PZ-2022-1594 PowerPoint Presentation

ViewPoint Engineering

8512 Bestride Bend Austin, TX 78744
Phone: 512-779-9464
Viewpointengineering.com

RE: Planned Development Application Letter of Intent

Mr. Yantis,

It is my sincere pleasure to present a planned development zoning submittal for a 130-acre tract currently primarily located within the City of Taylor ETJ. This area was integrated into the City of Taylor Comprehensive Plan as amended by City Council on May 12, 2022. The future land use map located within the comprehensive plan identifies the tract under two general use categories: Neighborhood Greenfield and Special Employment District.

Tract 1 is roughly 126 acres and is located within the Neighborhood Greenfield District. The comprehensive plan states the following pertaining to anticipated development located with this designation, "The greenfield areas should include a mix of residential building types and neighborhoods serving retail and services". My team is proposing a mixture of 40' and 45' lots in this area. Roughly 73% of the lots shown in our existing concept plan are park facing and alley loaded product, allowing for basically 3 different housing approaches within the area. We sincerely believe this approach to design will provide enhanced character to the development with cleaner looking street yards and that this puts a specific emphasis on the pedestrian experience my providing clear separation between spaces designed for vehicular traffic and spaces design for pedestrian connectivity. This area of the development also containing lot fronting open space is interconnected to different parts of the development, including tract 2, which is designated for education, higher density residential, and business district uses. We are excited about the experience this creates for residents of the community where they will have the ability to walk out the door and bike/walk to a local commercial spot in a traffic free, planted environment. Our team can use landscaping requirements for the open space fronting residences and instead plant those trees in the adjacent open space to create a shaded vegetated path for the end user.

Area 2 is being proposed as a roughly 60-acre mixed use tract contemplating 5 acres of business district, 13.5 acres of multi-family, a 12-acre elementary school site, and 15 acres medium density single-family for rent. The single-family for rent would incorporate transitional medium-density residential options such as cottage housing or townhomes. The area will be well connected by the proposed neighborhood avenue (80' ROW) and collector boulevard (100' ROW). These streets were incorporated into the existing plan shown in the application package as exhibit and they are referenced in the the City of Taylor's master thoroughfare plan

Please note although we are providing review staff with a conceptual exhibit, we are simply doing so to provide the City's planning staff with our vision of the property. It is our intention to pursue option 2, collaborative design, as discussed in my previous email correspondence with Mr. Yantis and Ms. Shelton dated July 26.

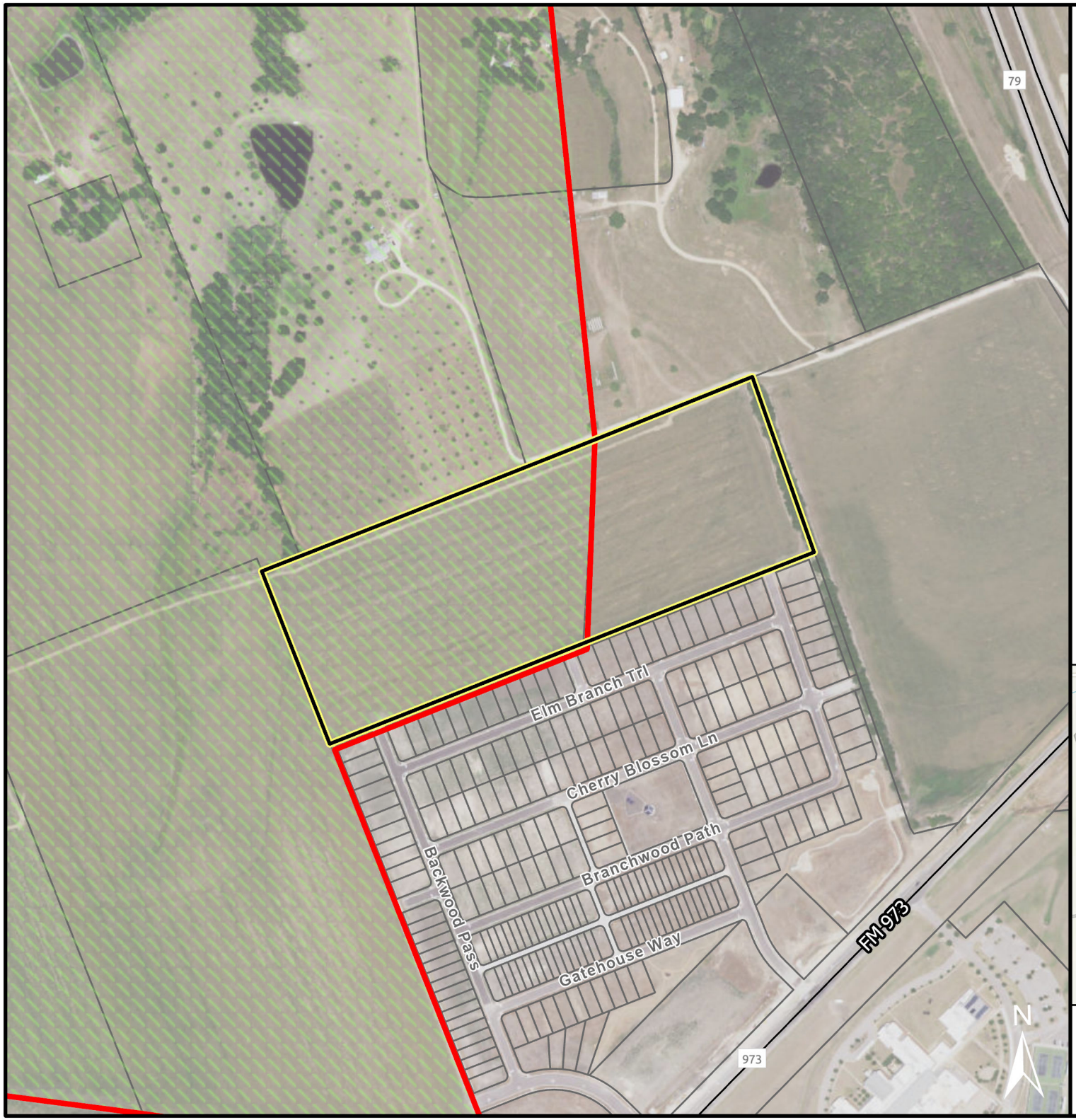
Also included in this Submittal page package are the following requires items:

- Applications with signature
- Conceptual Layout
- ALTA survey w Metes and Bounds and legal description

We sincerely look forward to working with staff to continue to optimize this conceptual plan into something the City of Taylor and the developer can be proud of. Please feel free to contact me directly at 512-779-9464.

Warm Regards,

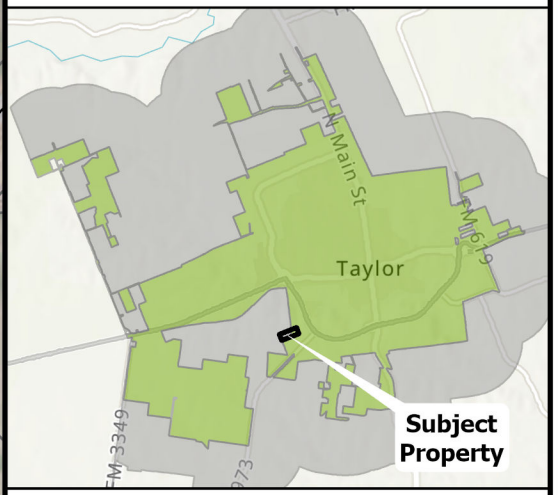
Luke Caraway, P.E.
Vice President, Planning and Design
Lcaraway@viewpointengineering.com



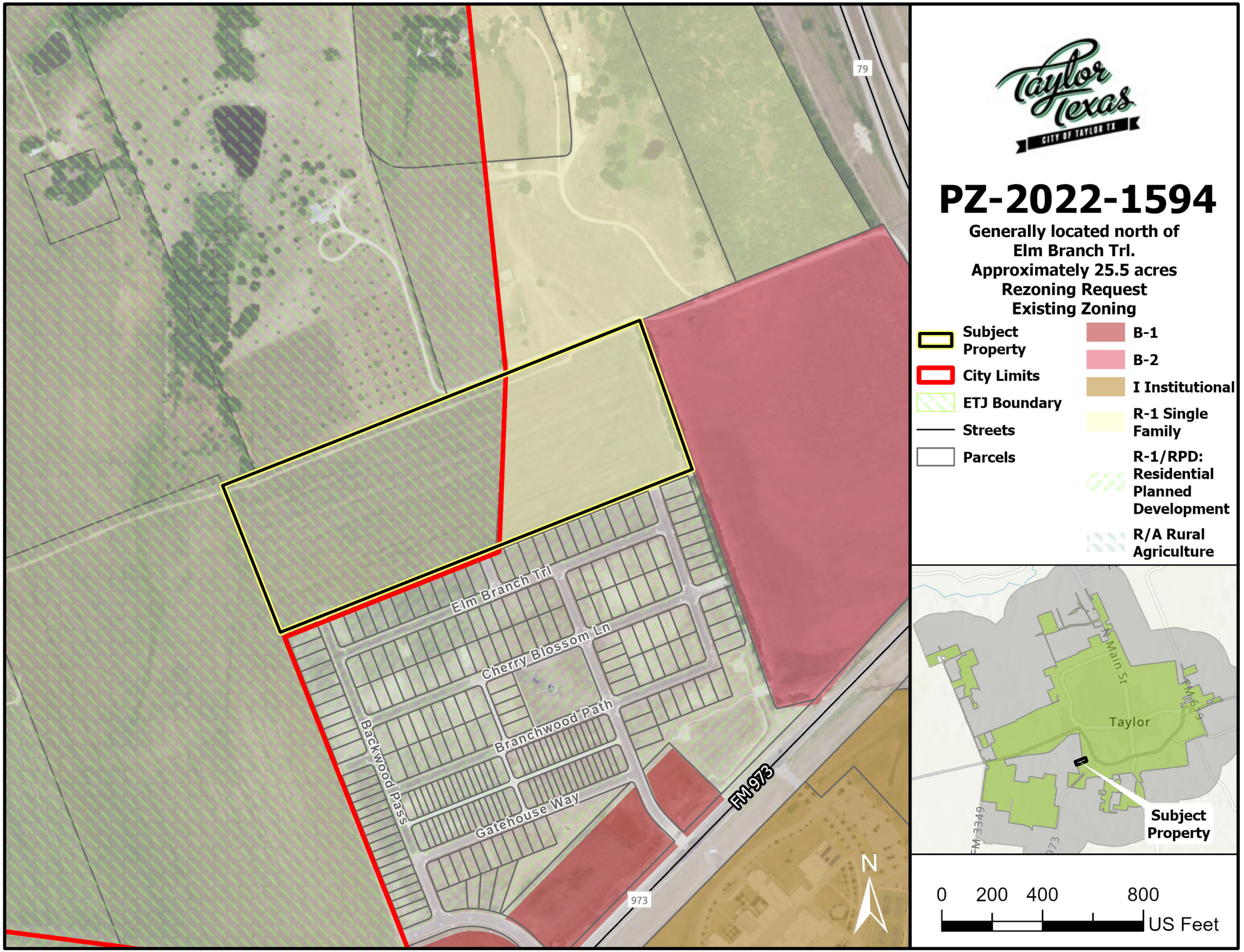

# PZ-2022-1594

**Generally located north of Elm Branch Trl.**
**Approximately 25.5 acres**
**Rezoning Request**
**Location Map**

- Subject Property
- City Limits
- ETJ Boundary
- Streets
- Parcels




0 200 400 800 US Feet




# PZ-2022-1594

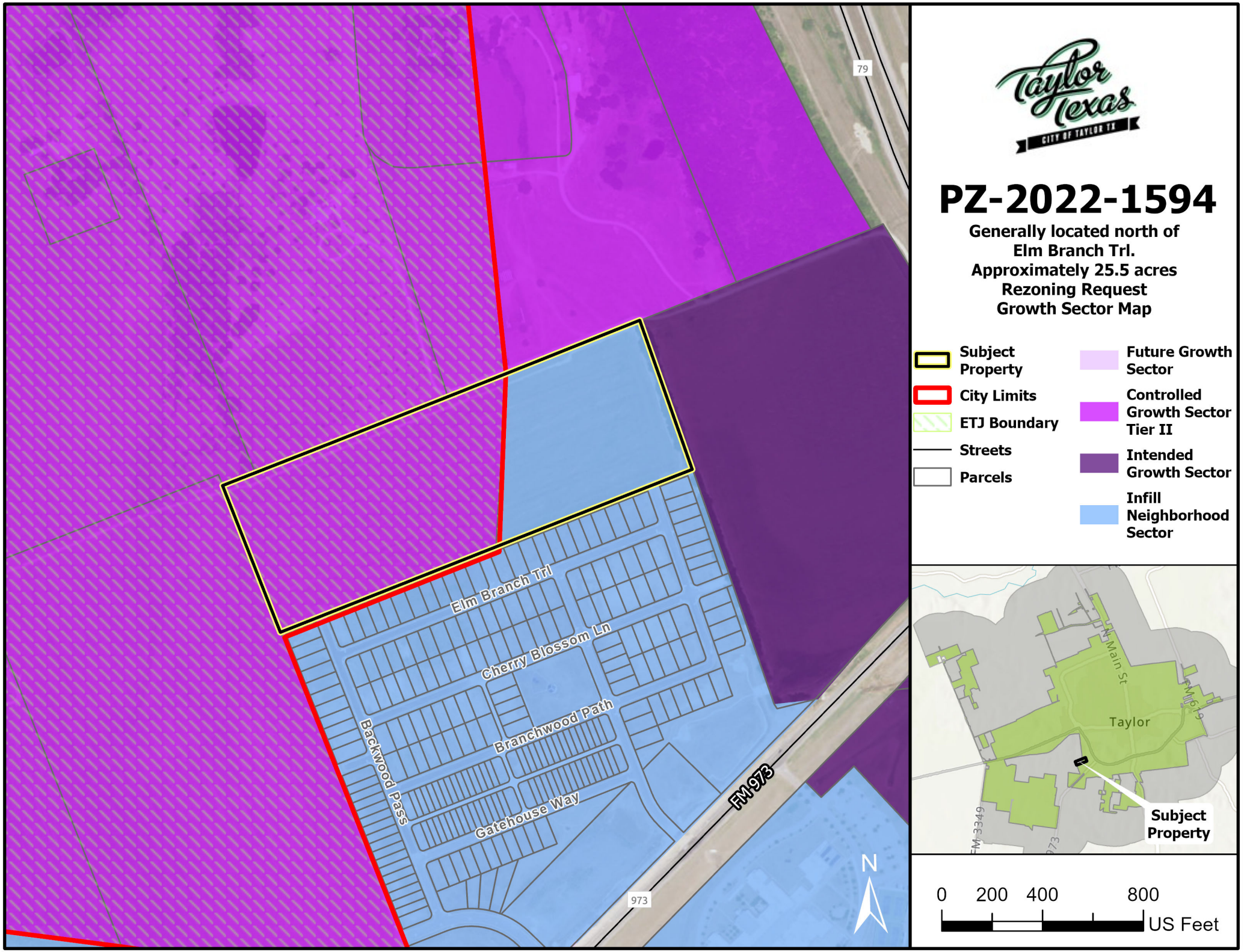
**Generally located north of Elm Branch Trl.**
**Approximately 25.5 acres**
**Rezoning Request**
**Existing Zoning**

- Subject Property
- City Limits
- ETJ Boundary
- Streets
- Parcels

- B-1
- B-2
- I Institutional
- R-1 Single Family
- R-1/RPD: Residential Planned Development
- R/A Rural Agriculture




0 200 400 800 US Feet



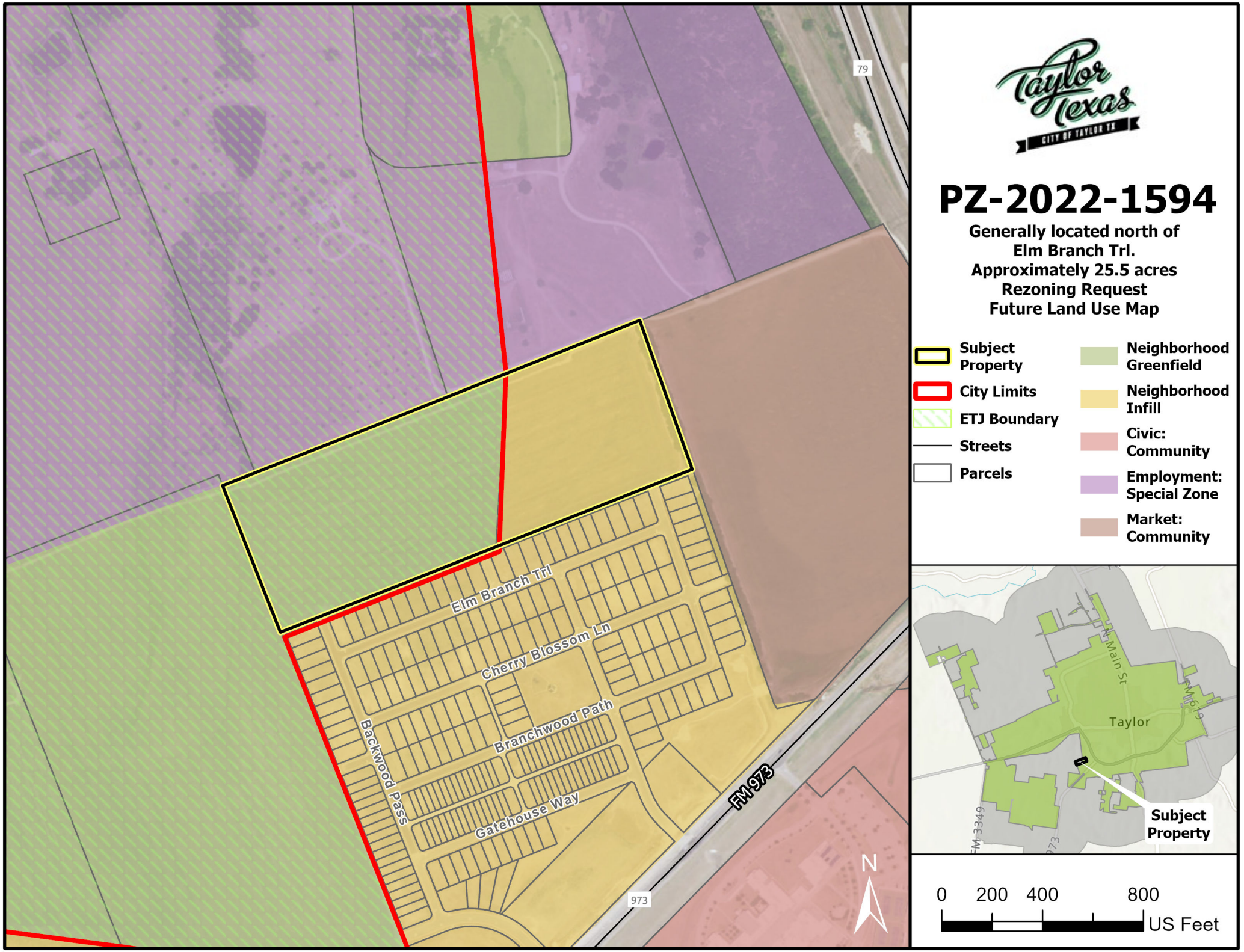

# PZ-2022-1594

**Generally located north of Elm Branch Trl.**
**Approximately 25.5 acres**
**Rezoning Request**
**Growth Sector Map**

- Subject Property
- City Limits
- ETJ Boundary
- Streets
- Parcels
- Future Growth Sector
- Controlled Growth Sector Tier II
- Intended Growth Sector
- Infill Neighborhood Sector




0 200 400 800 US Feet



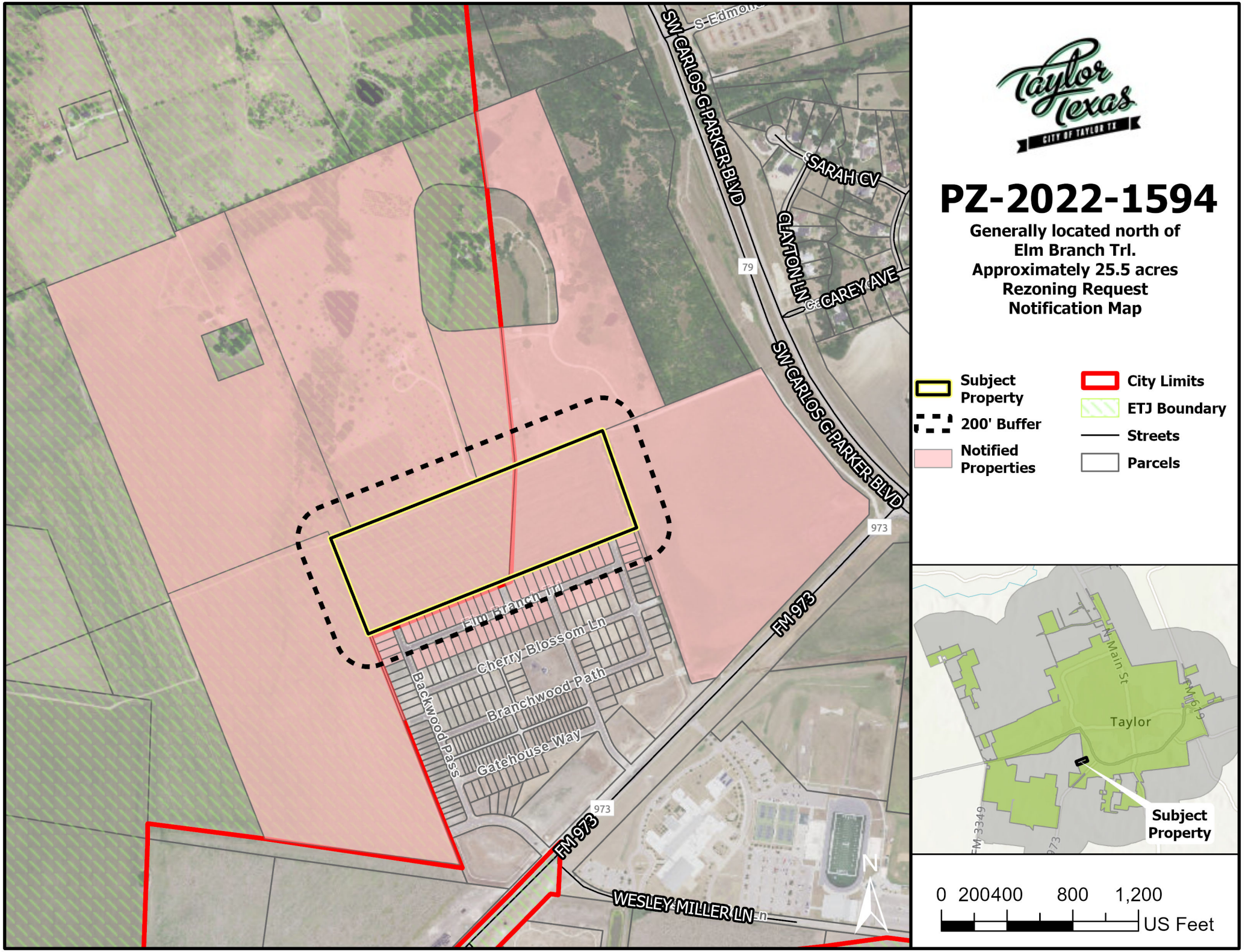

# PZ-2022-1594

**Generally located north of Elm Branch Trl.**
**Approximately 25.5 acres**
**Rezoning Request**
**Future Land Use Map**

- Subject Property
- City Limits
- ETJ Boundary
- Streets
- Parcels
- Neighborhood Greenfield
- Neighborhood Infill
- Civic: Community
- Employment: Special Zone
- Market: Community




0 200 400 800 US Feet


SW CARLOS G PARKER BLVD
SARAH CV
CLAYTON LN
CAREY AVE
79
973
FM 973
Elm Branch Trl
Cherry Blossom Ln
Branchwood Path
Backwood Pass
Gatehouse Way
WESLEY MILLER LN
N
Taylor Texas
CITY OF TAYLOR TX
PZ-2022-1594
Generally located north of
Elm Branch Trl.
Approximately 25.5 acres
Rezoning Request
Notification Map
Subject Property
200' Buffer
Notified Properties
City Limits
ETJ Boundary
Streets
Parcels
Main St
Taylor
Subject Property
0 200400 800 1,200
US Feet

**ORDINANCE NO. 2023-45**

**AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 25.5 ACRES OF LAND, GENERALLY LOCATED NORTH OF ELM BRANCH TRAIL, FROM THE ZONING UPON ANNEXATION OF R-1 (SINGLE FAMILY) AND EXISTING R-1 (SINGLE FAMILY) TO SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT WITH A RESIDENTIAL PLANNED DEVELOPMENT OVERLAY (R-1/RPD), REFERRED TO AS THE DAVIS TRACT PLANNED DEVELOPMENT PHASE ONE, MORE PARTICULARLY DESCRIBED BY THE WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019659 AND PART OF R01965, PART OF AND OUT OF THE JAMES C. EAVES SURVEY NO. 205, ABSTRACT NO. 214, AND THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, PARTIAL CITY OF TAYLOR AND CITY OF TAYLOR EXTRA TERRITORIAL JURISDICTION, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.**

**WHEREAS**, the Taylor City Council conducted a public hearing on September 28, 2023, to consider the request made by the applicant, whose property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to change the zoning for the Property from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD); and

**WHEREAS**, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 12, 2023, to consider the zoning request, and recommended approval of the zoning change to the City Council; and

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

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

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

**SECTION 2**. The Property described in "Exhibit A" is changed from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD). Notwithstanding Sections 2.17.2 of the Zoning Ordinance, the residential planned development overlay is being applied with the base zoning districts of R-1(Single Family Residential) and the permitted uses within the residential planned development within the respective areas of the layout plan designated within the base district shall be the uses permitted within the R-1 zoning district as amended by the Planned Development Standards described in Exhibit "B".

DRAFT

**SECTION 3**. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), on approximately 25.5 acres as shown in Exhibit "C" attached hereto for all purposes.

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

**SECTION 5.** Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

**SECTION 6.** In accordance with Article VIII of the City Charter, Ordinance 2023-XX was introduced before the Taylor City Council on the 12th day of October 2023.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2023.

_____
Brandt Rydell, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

_____
Mark Schroeder,
City Attorney

DRAFT

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-XX, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2023, 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 _____ 2023.

_____
Dianna McLean
City Clerk

DRAFT

**EXHIBIT A**

**(Legal Description/Survey)**

DRAFT

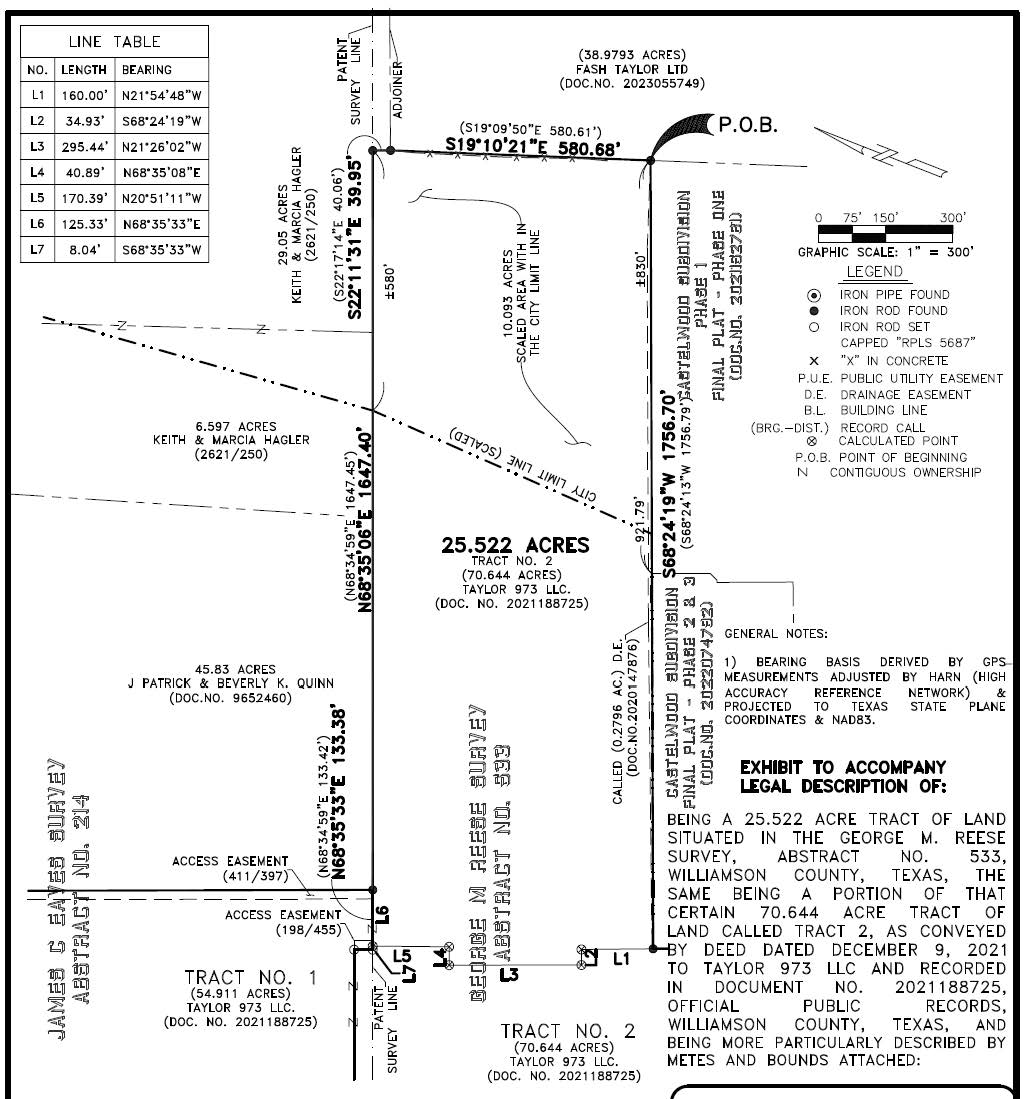



**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF:**

BEING A 25.522 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. REESE SURVEY, ABSTRACT NO. 533, WILLIAMSON COUNTY, TEXAS, THE SAME BEING A PORTION OF THAT CERTAIN 70.644 ACRE TRACT OF LAND CALLED TRACT 2, AS CONVEYED BY DEED DATED DECEMBER 9, 2021 TO TAYLOR 973 LLC AND RECORDED IN DOCUMENT NO. 2021188725, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED:

I, RICHARD H. TAYLOR, DO HEREBY CERTIFY THAT THIS PLAT OF THE PROPERTY SHOWN HEREON, WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING MAY 17, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC RIGHT OF WAY.

RICHARD H. TAYLOR, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
NUMBER 3986 STATE OF TEXAS

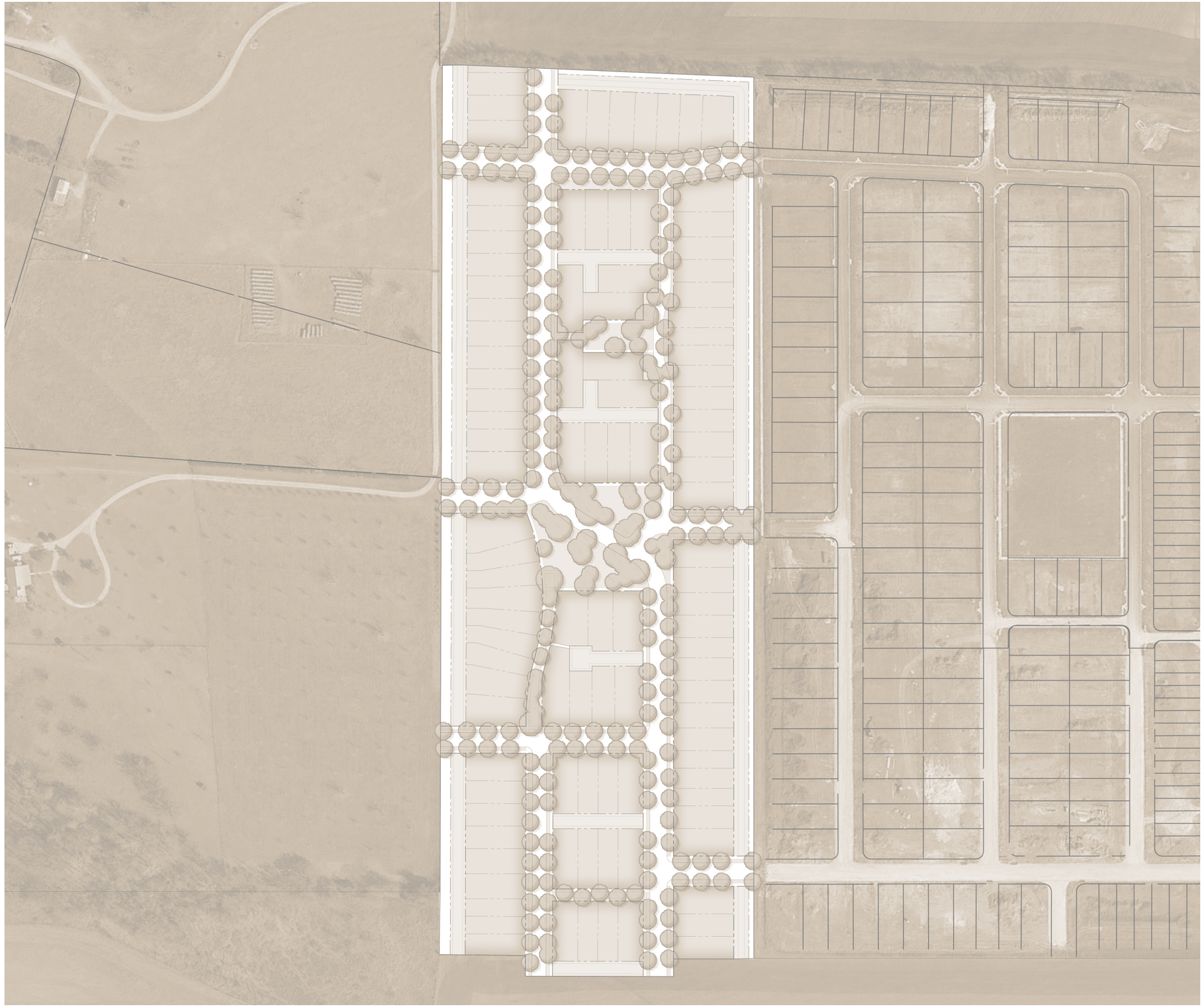
08/15/2023
DATE

©:ASH & ASSOCIATES, L.L.C.

STATE OF TEXAS
REGISTERED
RICHARD TAYLOR
3986
PROFESSIONAL
LAND SURVEYOR

ASH & ASSOCIATES
SURVEYING - PLANNING - MAPPING
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100847-00
"SERVING THE COMMUNITY OF TEXAS"

JOB NO: 22-8145 DRAWN BY: MM FB: –



A Master Plan For

# Davis Tract Phase 1

Taylor, Texas


**A BACKGROUND**

Regional Context Map ..... A.1
Site in Context ..... A.2
Comprehensive Plan Maps ..... A.3
Existing Conditions Map ..... A.4
Elevation Analysis ..... A.5

**B URBAN DESIGN**

Master Plan in Context ..... B.1
Master Plan ..... B.2
Phase 1 Program ..... B.3

**C PLANNED DEVELOPMENT STANDARDS**

*See separate PD Standards document.*

**X APPENDIX**

*See separate PD Standards document.*


*For*

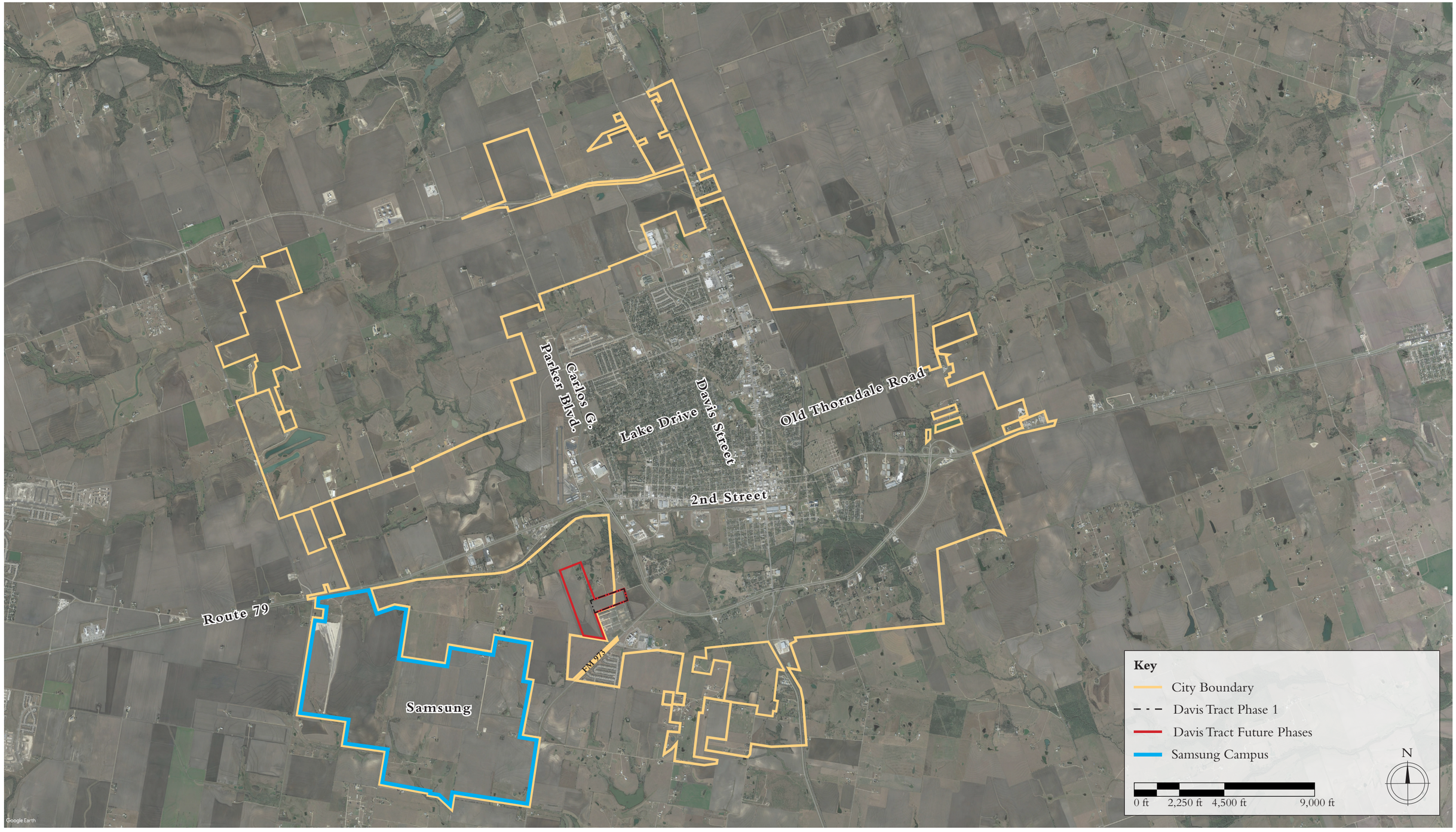
**The City of Taylor, Texas**

and

**Epitome Development**

*by*

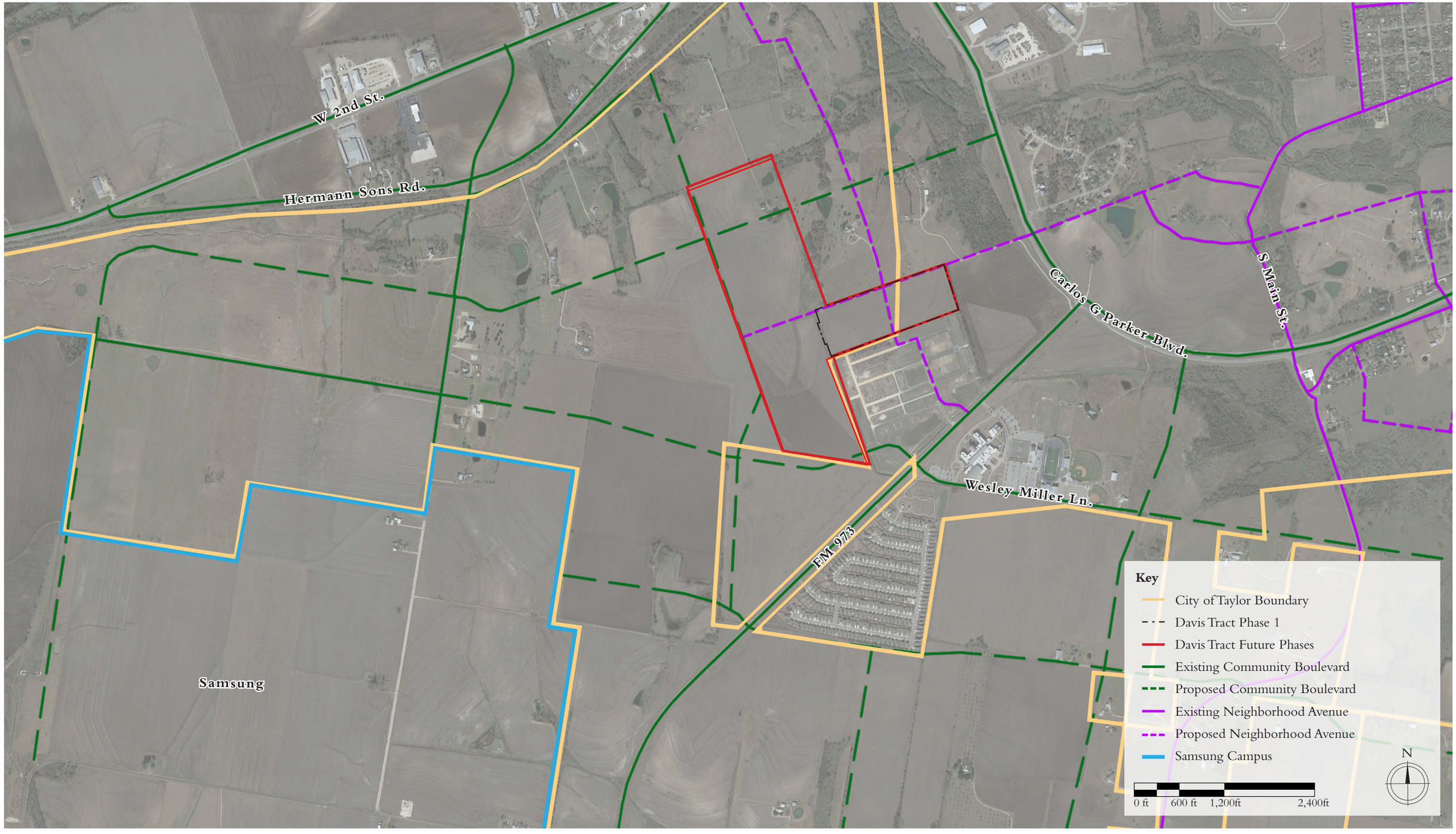

Michael Watkins Architect, llc

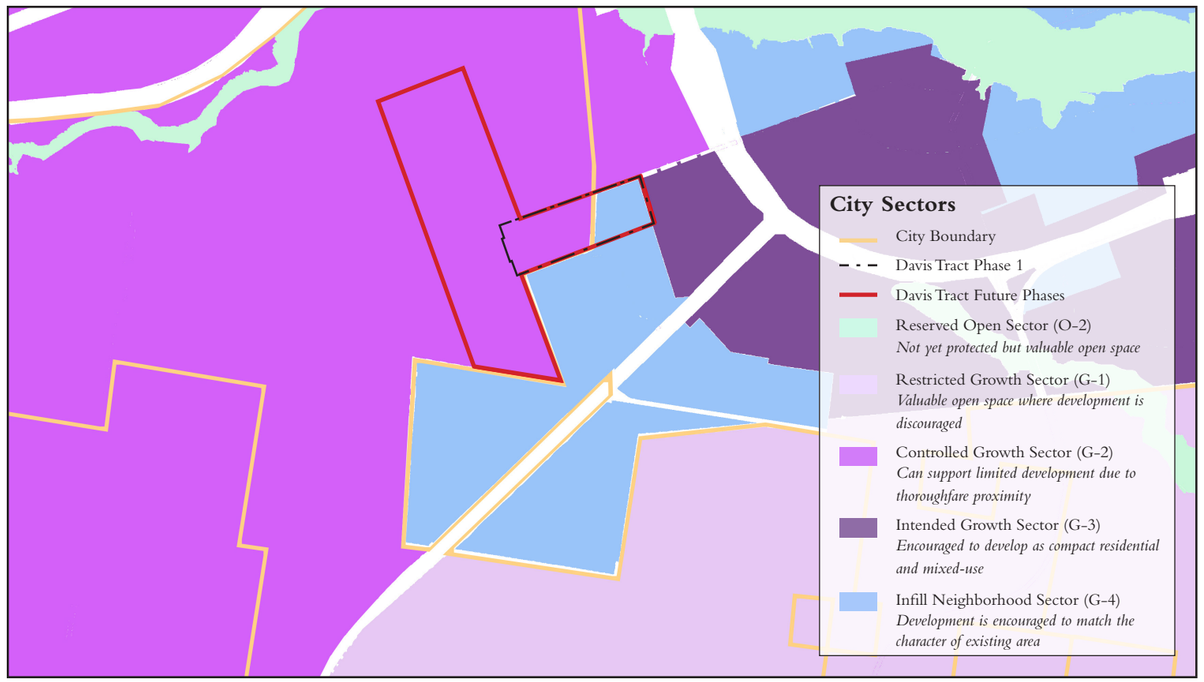


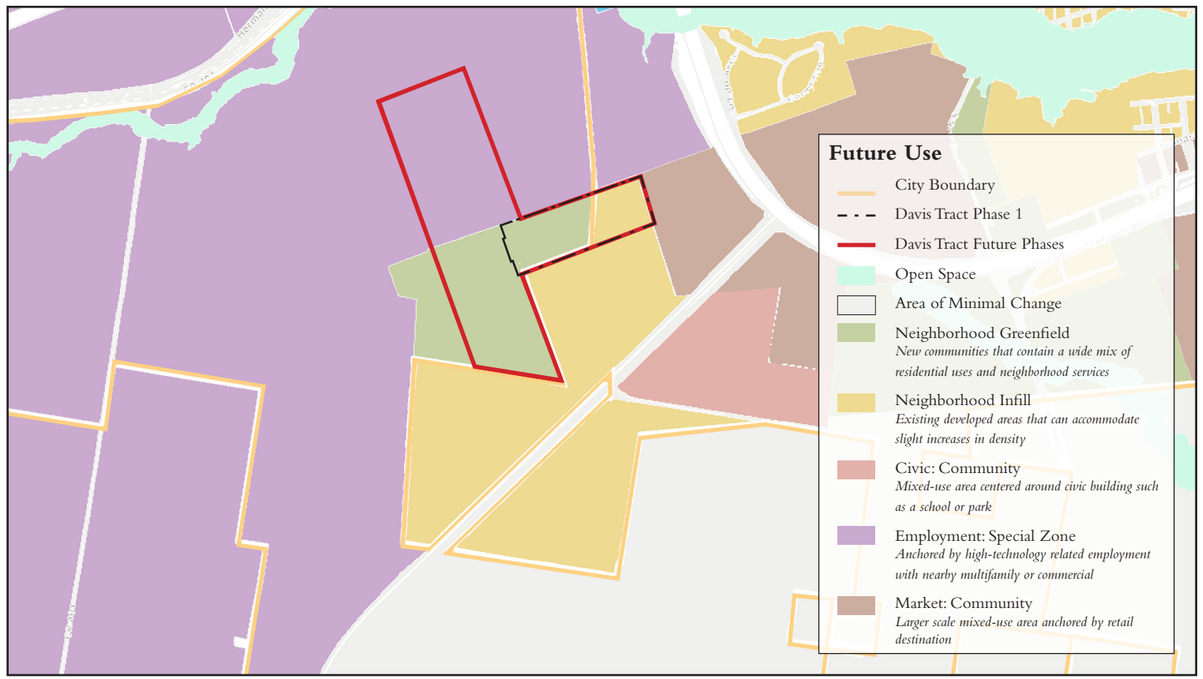

Michael Watkins Architect, llc © 2023
The design is subject to change. Not for construction.

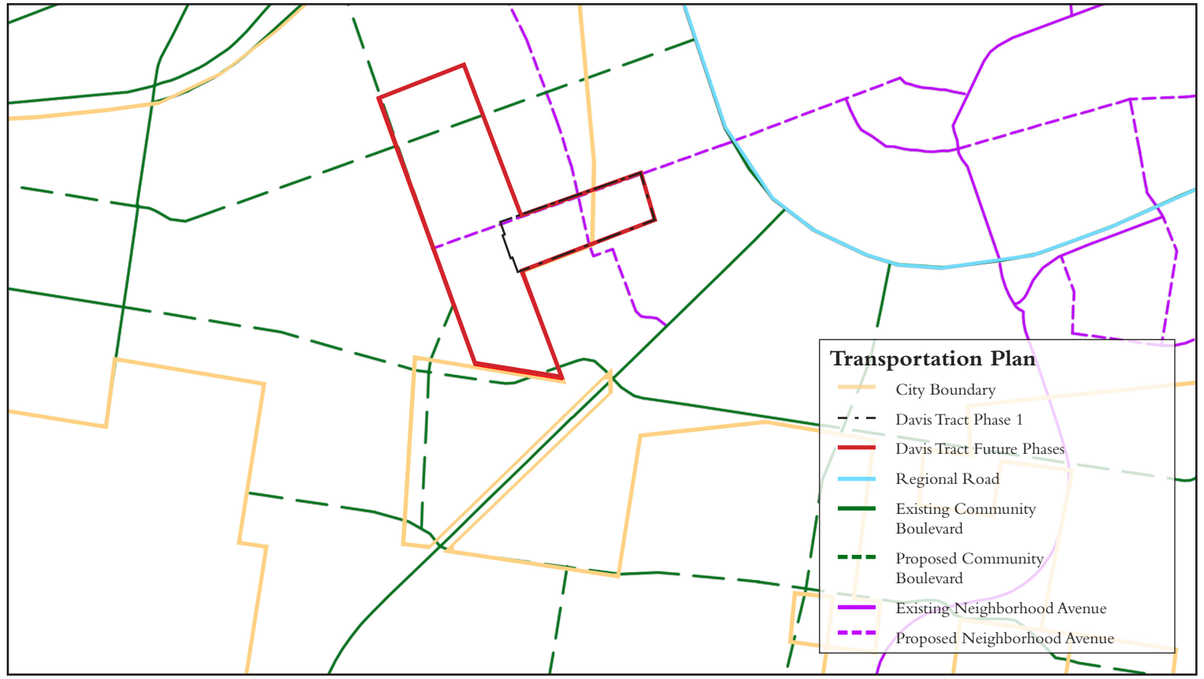
REGIONAL CONTEXT MAP

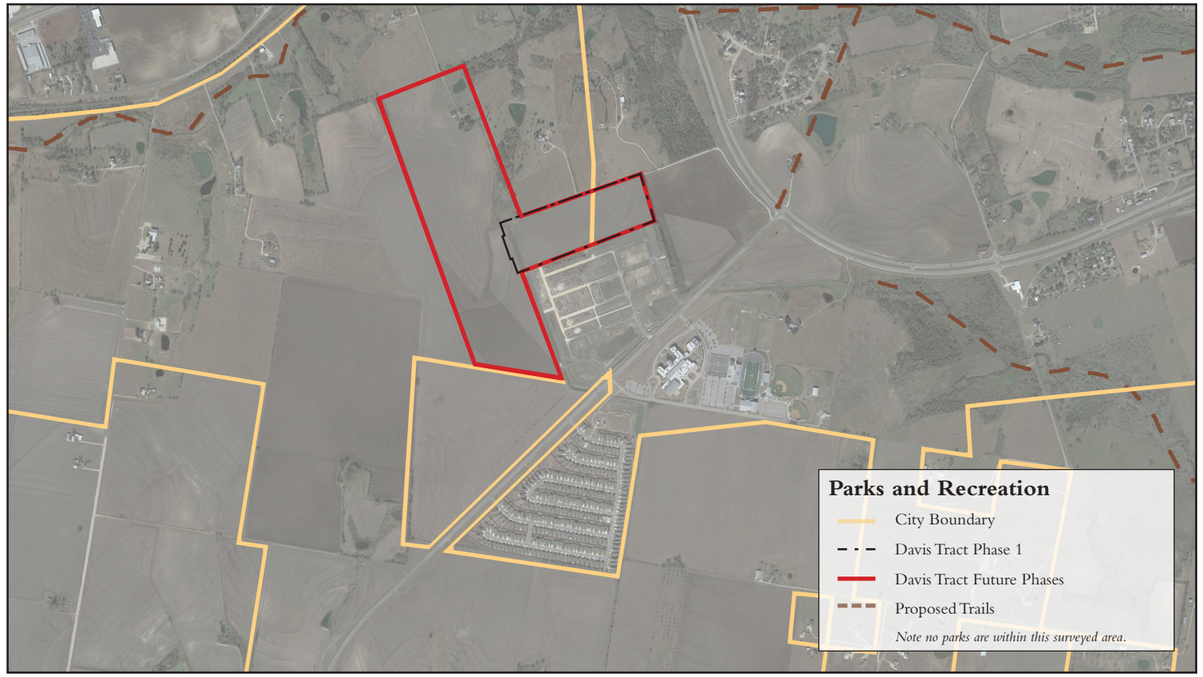
Davis Tract – Phase 1
July 27, 2023


W 2nd St.
Hermann Sons Rd.
Carlos G Parker Blvd.
S Main St.
Wesley Miller Ln.
FM 973
Samsung
Key
City of Taylor Boundary
Davis Tract Phase 1
Davis Tract Future Phases
Existing Community Boulevard
Proposed Community Boulevard
Existing Neighborhood Avenue
Proposed Neighborhood Avenue
Samsung Campus
N
0 ft
600 ft
1,200ft
2,400ft


City Sectors
City Boundary
Davis Tract Phase 1
Davis Tract Future Phases
Reserved Open Sector (O-2)
Not yet protected but valuable open space
Restricted Growth Sector (G-1)
Valuable open space where development is discouraged
Controlled Growth Sector (G-2)
Can support limited development due to thoroughfare proximity
Intended Growth Sector (G-3)
Encouraged to develop as compact residential and mixed-use
Infill Neighborhood Sector (G-4)
Development is encouraged to match the character of existing area


Future Use
City Boundary
Davis Tract Phase 1
Davis Tract Future Phases
Open Space
Area of Minimal Change
Neighborhood Greenfield
New communities that contain a wide mix of residential uses and neighborhood services
Neighborhood Infill
Existing developed areas that can accommodate slight increases in density
Civic: Community
Mixed-use area centered around civic building such as a school or park
Employment: Special Zone
Anchored by high-technology related employment with nearby multifamily or commercial
Market: Community
Larger scale mixed-use area anchored by retail destination


Transportation Plan
City Boundary
Davis Tract Phase 1
Davis Tract Future Phases
Regional Road
Existing Community Boulevard
Proposed Community Boulevard
Existing Neighborhood Avenue
Proposed Neighborhood Avenue


Parks and Recreation
City Boundary
Davis Tract Phase 1
Davis Tract Future Phases
Proposed Trails
Note no parks are within this surveyed area.


Pebblestream Pass
Streamwood Trail
Cherry Blossom Ln
Branchwood Pass
Gatehouse Way
FM 973
Davis Tract Future Phases
Constraints
Davis Tract Phase 1
5-foot Contours
1-foot Contours
Utility Easements
N
0 ft
150 ft
300 ft
600 ft

Pebblestream Pass

Streamwood Trail

Cherry Blossom Ln.

Branchwood Pass

Gatehouse Way

FM 973

Davis Tract Future Phases

**Key**

Elevation (feet)

580 600 620

570 590 610

Davis Tract Phase 1

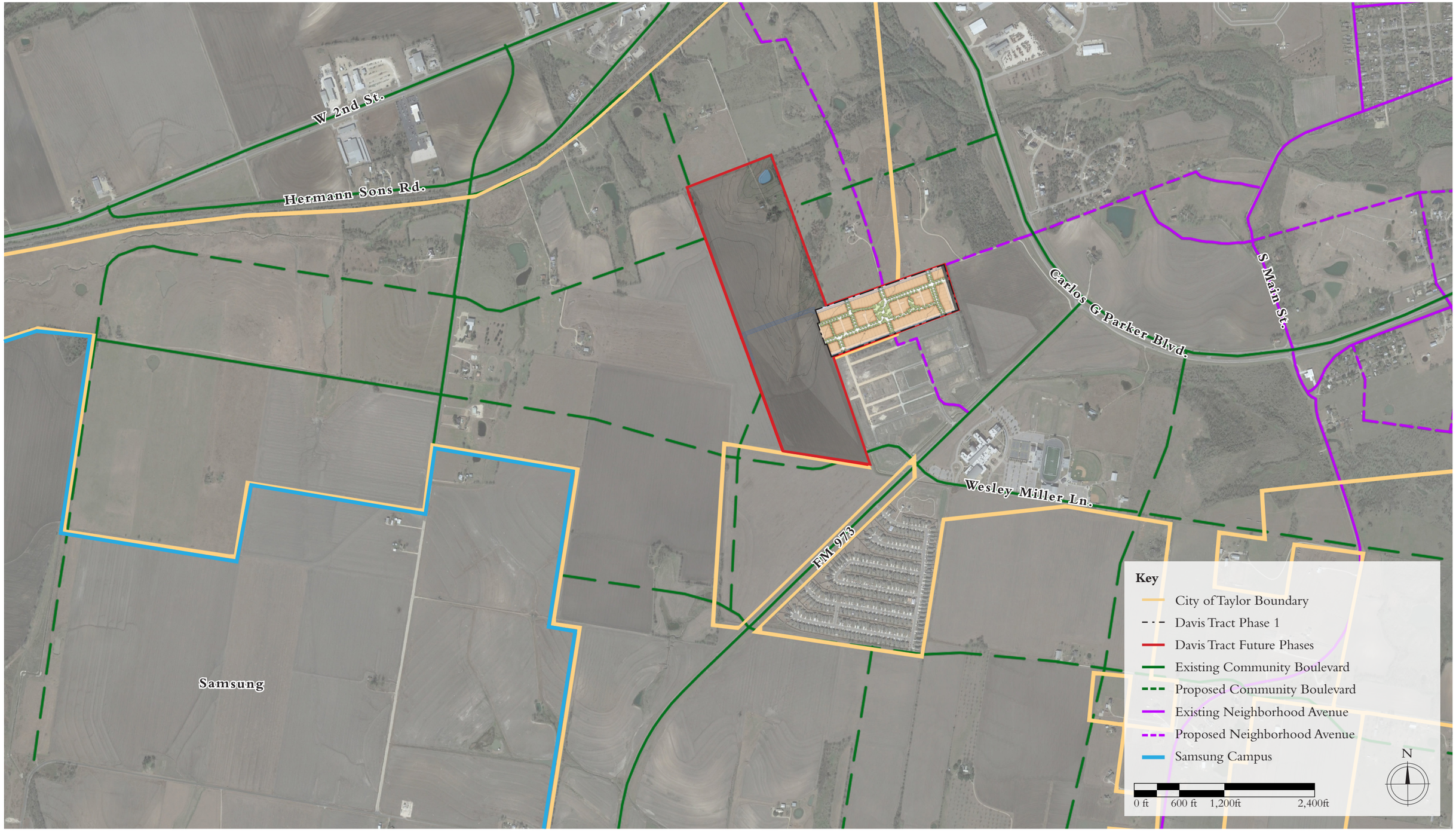
5-foot Contours

1-foot Contours

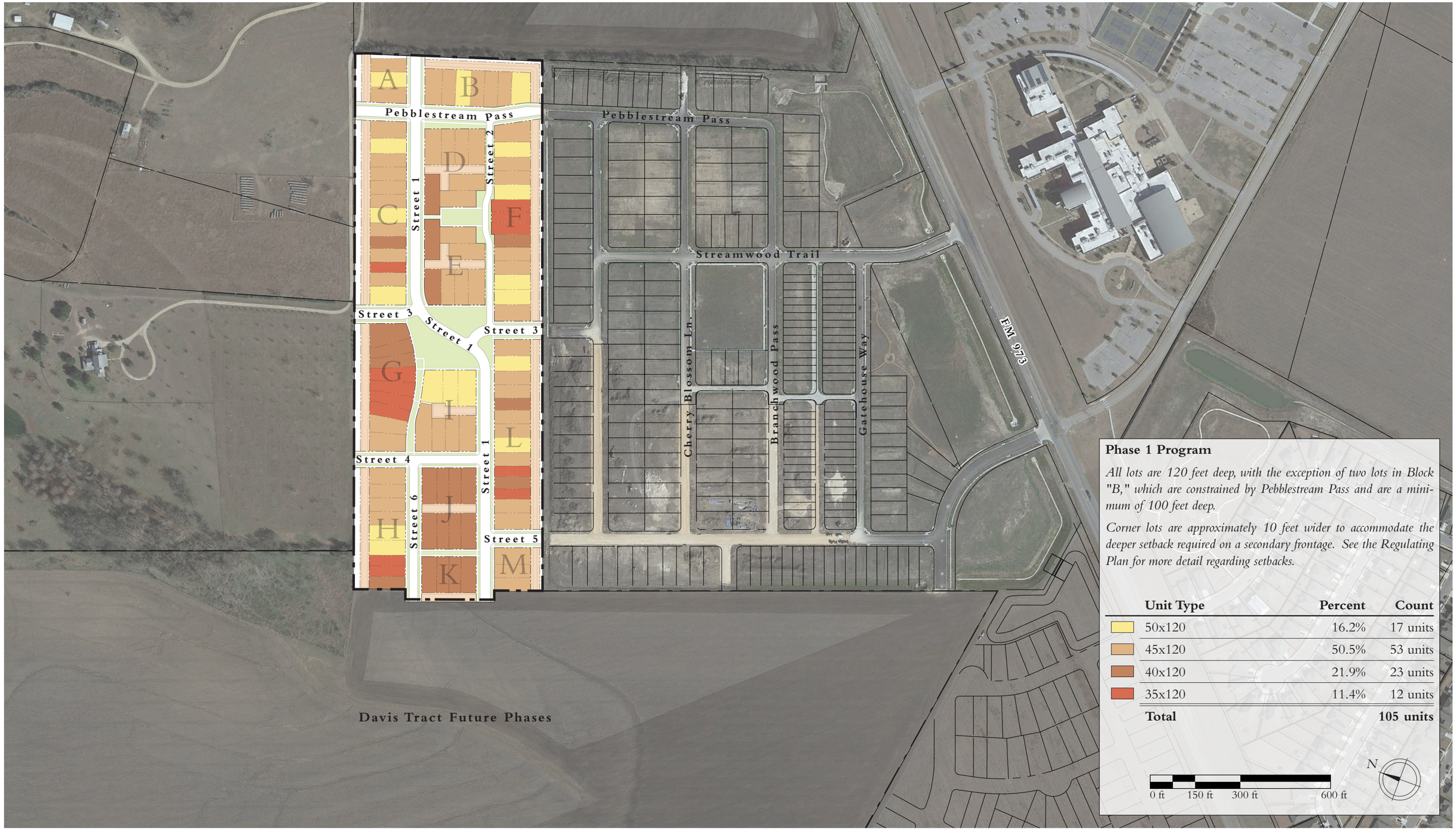
Utility Easements

N

0 ft 150 ft 300 ft 600 ft


W 2nd St.
Hermann Sons Rd.
Carlos G Parker Blvd.
S Main St.
Wesley Miller Ln.
FM 973
Samsung
Key
City of Taylor Boundary
Davis Tract Phase 1
Davis Tract Future Phases
Existing Community Boulevard
Proposed Community Boulevard
Existing Neighborhood Avenue
Proposed Neighborhood Avenue
Samsung Campus
N
0 ft
600 ft
1,200ft
2,400ft


A
B
C
D
E
F
G
I
L
H
J
K
M
Pebblestream Pass
Pebblestream Pass
Street 1
Street 2
Street 3
Street 3
Street 7
Street 3
Street 4
Street 6
Street 5
Street 5
Streamwood Trail
Cherry Blossom Ln.
Branchwood Pass
Gatehouse Way
FM 973
Davis Tract Future Phases
Constraints
Davis Tract Phase 1
5-foot Contours
1-foot Contours
Utility Easements
N
0 ft
150 ft
300 ft
600 ft




**Phase 1 Program**

*All lots are 120 feet deep, with the exception of two lots in Block "B," which are constrained by Pebblestream Pass and are a minimum of 100 feet deep.*

*Corner lots are approximately 10 feet wider to accommodate the deeper setback required on a secondary frontage. See the Regulating Plan for more detail regarding setbacks.*

| Unit Type | Percent | Count |
|---|---|---|
| 50x120 | 16.2% | 17 units |
| 45x120 | 50.5% | 53 units |
| 40x120 | 21.9% | 23 units |
| 35x120 | 11.4% | 12 units |
| **Total** | | **105 units** |

N

0 ft 150 ft 300 ft 600 ft

**PLANNED DEVELOPMENT STANDARDS**

**PURPOSE & INTENT, and JUSTIFICATION**

**MAPS**

The **Regulating Plan** shows the location of the transect zones. The **Thoroughfare Plan** shows the location of the thoroughfare types and the **Civic Space Plan** shows the location, size, and type of civic spaces.

**DEFINITIONS**

*The Public Realm*

*The Private Realm*

**THOROUGHFARES**

Requirements for thoroughfares include two components:

The **Thoroughfare Types** describe a set of typical vehicular and pedestrian thoroughfare assemblies permitted in each of the transect zones.

The **Thoroughfare Standards** regulate how those thoroughfares are implemented in the plan.

**CIVIC SPACES**

Requirements for civic spaces include two components:

The **Civic Space Types** describe a set of characters for public open spaces permitted in each of the transect zones.

The **Civic Space Standards** regulate how those civic spaces are implemented in the plan.

**PRIVATE LOTS**

Requirements for private lots include one component:

The **Lot Standards** regulate those aspects of private lots and buildings which affect the public realm.

**APPENDIX**

The includes supplemental maps which illustrate one scenario for how the Planned Development PD Standards may be implemented. The **Master Plan** illustrates the vision for the neighborhood and shows one possible scenario for the distribution and design of thoroughfares, civic spaces, private lots, and uses. The Appendix also includes **Diagrams** which provide further detail on how this scenario implements these Standards.

A Master Plan For

# Davis Tract Phase 1

Taylor, Texas


**C PLANNED DEVELOPMENT STANDARDS**

Overview ..... C.1
Purpose & Intent ..... C.2
Regulating Plan & General Standards ..... C.3
Thoroughfare Plan ..... C.4
Thoroughfares ..... C.5-C.7
Civic Space Plan ..... C.8
Civic Spaces ..... C.9
Private Lots ..... C.10-C.11
Definitions ..... C.12-C.14

**X APPENDIX**

Master Plan ..... X.1
Fire Apparatus Access Diagram ..... X.2
Addressing Diagram ..... X.3

## Purpose & Intent

**The intent of these PD Standards** is to enable pedestrian-friendly design, with a fine-grained mix of civic spaces, thoroughfares, building types, and uses arranged with a clear center and edge. Good urban design takes pressure off of the architecture, allowing building designs to be simple and appropriate to the local context, in service of shaping a beautiful and pedestrian-friendly public realm.

**The proposed community** includes approximately 25.5 acres designed as a mixed-use, walkable community with a range of uses which may include residential and civic uses. The neighborhood will be built out incrementally over time and is designed to be flexible to respond to the market as the city grows.

**At the Scale of the Neighborhood:**

- All dwelling units are within cycling distance of Downtown Taylor.
- An interconnected network of thoroughfares, which also connects to the city's existing network, is designed to disperse traffic and encourage walking and cycling.
- A range of civic spaces is distributed throughout the neighborhood.
- A range of housing types are provided to accommodate a diversity of household types and market demand.

**At the Scale of the Block and the Building:**

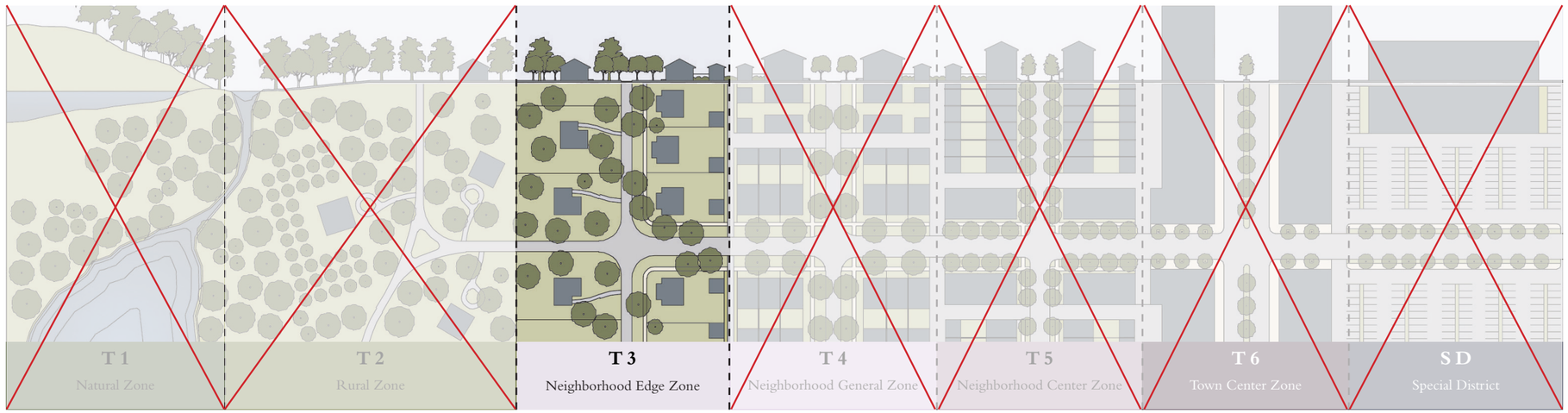
- The design of thoroughfares and buildings should reinforce pedestrian-friendly environments, but not at the expense of accessibility.
- Buildings and landscaping should contribute to the spatial definition of thoroughfares and civic spaces.
- Civic buildings should be distinct from other buildings,reflecting their importance.
- Architecture and landscape design reflect local and regional climate, topography, history, and building practices.

## Justification

**The primary reason for requesting the zoning change** from Single Family Residential (R-1) (to include acreage brought into the City Limits upon Voluntary Annexation) to Residential Planned Development (RPD)is to propose zoning and technical design standards to make the community as pedestrian- and bike-friendly as reasonably possible, while accommodating the necessary requirements of emergency access, trash collection, stormwater management, and the like. The design of this new community closely aligns with the City's long-term vision/goals and will help the City meet the ever growing demand for walkable communities.

## Additional Notes

1. All improvements to the community shall follow these PD Standards, including any approved variances adopted as part of these PD Standards. In the event of a conflict between these PD Standards and any applicable codes, and other but not limited to the Building Code, ADA, life safety codes, and others, the conflict shall be brought to the attention of the developer and the City immediately for resolution.
2. It is the design Purpose and Intent not the "letter" of these PD Standards to which improvements should conform.
3. These PD Standards are typologically-based and thus represent the typical condition. It is expected that the standards for the typical condition will be applied to the actual condition, and modified or refined in a reasonable manner that achieves the intent of the PD. It is expected that actual conditions will vary from the typical conditions shown.
4. There are two types of deviations from these PD Standards: Warrants and Variances. Where no standard is included in these PD Standards, standards shall be determined by Warrant. The correction of "scrivener's errors" within this document shall be handled by Warrant.
5. Deviations from the Master Plan shall be determined by warrant.
6. Sources for various texts, definitions and illustrations include the Lexicon of the New Urbanism and SmartCode v9.2 by Andres Duany, et. al.




*A Typical Rural to Urban Transect, with Transect Zones.*




## General Standards

1. Minor adjustments may be made to the Master Plan (and by extension the Regulating Plan) as consistent with these Planned Development (PD) Standards..
2. The base zoning district shall be R-1, as described in the Taylor Code of Ordinances,
3. Streets 1, 3, and 5 are intended to connect to the adjacent properties as shown. The exact location of these connections may be adjusted based on the configuration of any future improvements to those properties.

**Key**

- T3: Neighborhood Edge Zone
- Primary Frontage
- Secondary Frontage

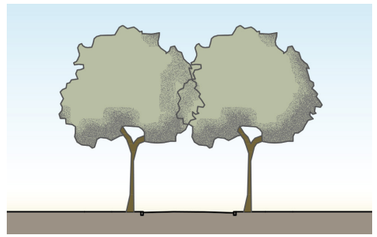


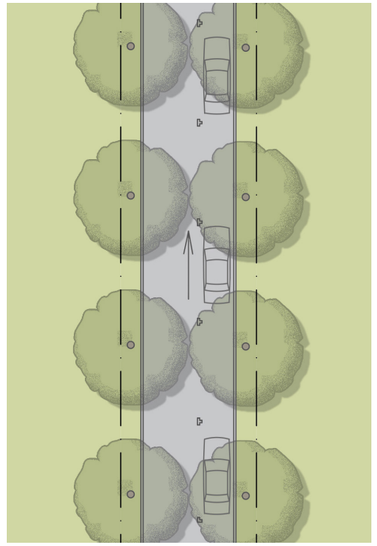

**Primary Types**

| | *Name* | *Type* | *ROW* | *Pavement* |
|---|---|---|---|---|
| | Street | ST | 30 | 20 |
| TBD | Street | ST | 46 | 20 |
| | Street | ST | 54 | 28 |
| | Street | ST | 60 | 34 |
| | Passage | PS | V | 6-6 |
| | Path | PT | V | 5+ |
| | Sidewalk in Civic Space (*see Civic Space Standards*) | | | |
| | Trail in Civic Space (*see Civic Space Standards*) | | | |

**Secondary Types**

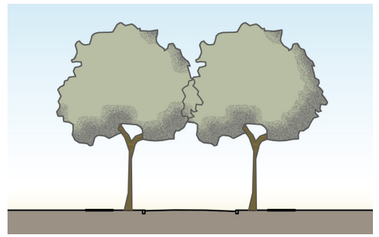
| | *Name* | *Type* | *ROW* | *Pavement* |
|---|---|---|---|---|
| | Rear Alley | RA | 30 | 12 |
| | Fire Alley | RA | 30 | 20 |

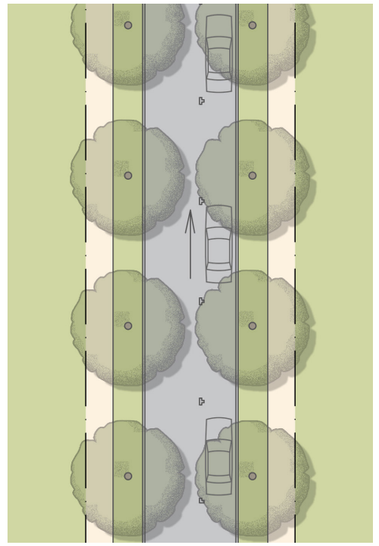





**ST-30-20**

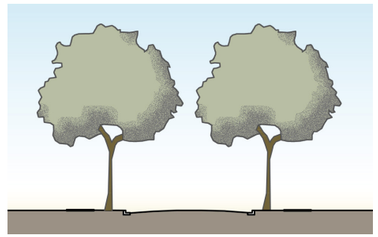
| |
|---|
| Street |
| T3 |
| 30 ft. ROW |
| 20 ft. Pavement |
| Slow Movement |
| One-Way Traffic |
| Parking One Side |
| 12 ft. Curb Radius |
| Header Curbs |
| 7 ft. Tree Lawn |
| Cluster or Allee, 25-30 ft. o.c. |
| 6 ft. Sidewalk |
| For buildings up to 30 ft. |
| This thoroughfare type overrides City standards for Neighborhood Avenue. |

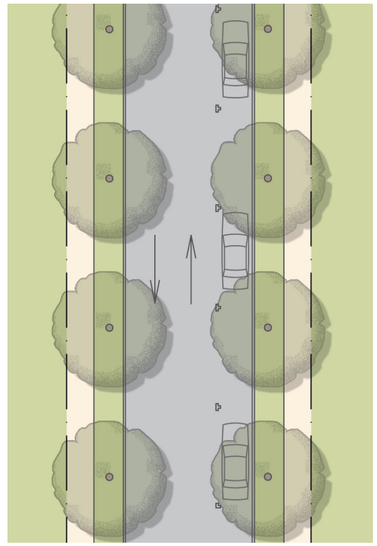





**ST-46-20**

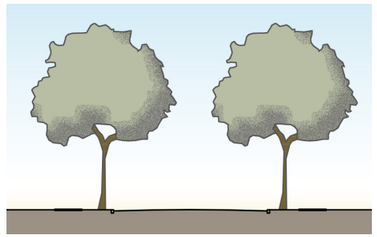
| |
|---|
| Street |
| T3 |
| 46 ft. ROW |
| 20 ft. Pavement |
| Slow Movement |
| One-Way Traffic |
| Parking One Side |
| 12 ft. Curb Radius |
| Header Curbs |
| 7 ft. Tree Lawn |
| Cluster or Allee, 25-30 ft. o.c. |
| 6 ft. Sidewalk |
| Not provided on this thoroughfare. |

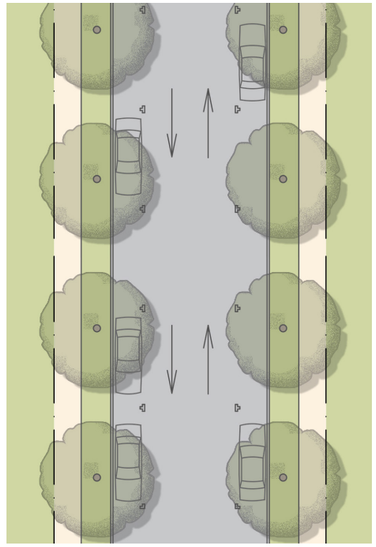





**ST-54-28**

| |
|---|
| Street |
| T3 |
| 54 ft. ROW |
| 28 ft. Pavement |
| Slow Movement |
| Two-Way Traffic |
| Parking on One Side |
| 12 ft. Curb Radius |
| Header Curbs |
| 7 ft. Tree Lawn |
| Cluster or Allee, 25-30 ft. o.c. |
| 6 ft. Sidewalk |
| For buildings up to 30 ft. |






**ST-60-34**

| |
|---|
| Street |
| T3 |
| 60 ft. ROW |
| 34 ft. Pavement |
| Slow Movement |
| Two-Way Traffic |
| Parking Both Sides |
| 12 ft. Curb Radius |
| Header Curbs |
| 7 ft. Tree Lawn |
| Cluster or Allee, 25-30 ft. o.c. |
| 6 ft. Sidewalk |
| For buildings up to 30 ft. |
| This thoroughfare type overrides City standards for Neighborhood Avenue. |

**Thoroughfare Type**
ST Street

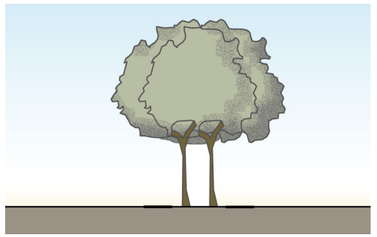
**Right-of-Way Width**

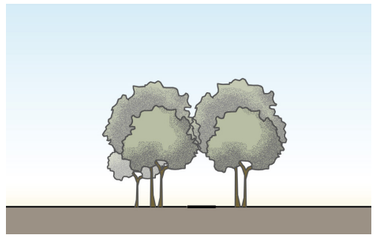
**Pavement Width**

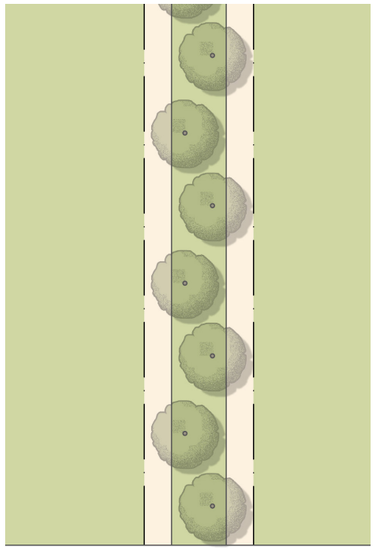
**XX-##-##**

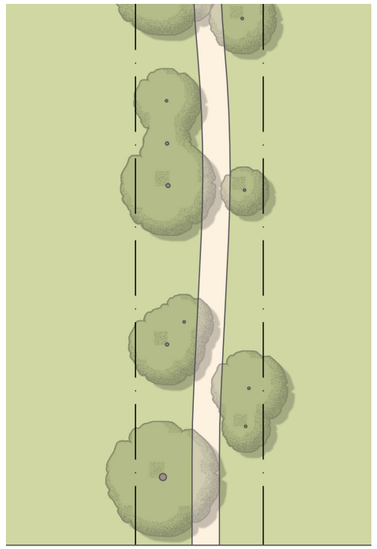
| |
|---|
| Thoroughfare Type |
| Transect Zone |
| Right-of-Way or Easement Width |
| Pavement Width |
| Movement |
| Traffic Lanes |
| Parking Lanes |
| Pavement / Curb |
| Curb Type |
| Planter Type (includes curb if any) |
| Landscape Type |
| Walkway Type |
| Fire Apparatus Access |
| Notes |

Michael Watkins Architect, LLC © 2023
The design is subject to change. Not for construction.








**Thoroughfare Type**
PS Passage
PT Path

**Right-of-Way Width**

**Pavement Width**

**XX-##-##**

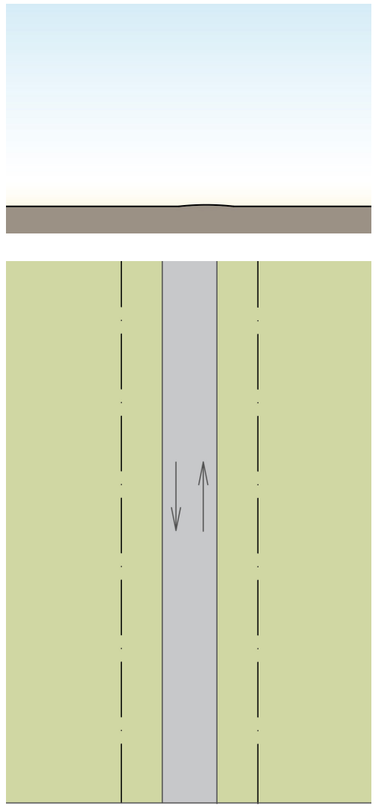
**PS-V-6-6**

| Passage |
|---|
| T3 |
| 24 ft. ROW |
| N/A |
| N/A |
| N/A |
| N/A |
| N/A |
| N/A |
| 12 ft. Planting Zone |
| Clustered |
| 6 ft. Sidewalk each side |
| Not provided on this thoroughfare |
| This thoroughfare type will be privately owned and maintained. |

**PT-V-5+**

| Path |
|---|
| T3 |
| ROW Width Varies |
| N/A |
| N/A |
| N/A |
| N/A |
| N/A |
| N/A |
| Planting zone varies |
| Trees, ground cover, shrubs, lawn |
| 5 ft. min. Sidewalk |
| Not provided on this thoroughfare. |
| This thoroughfare type will be privately owned and maintained. |

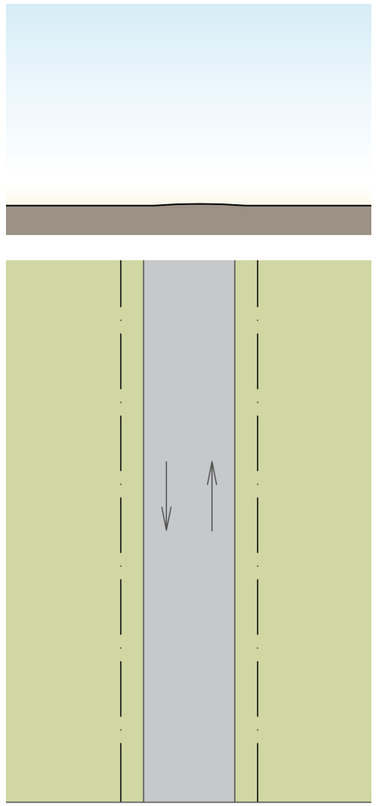
| Thoroughfare Type |
|---|
| Transect Zone |
| Right-of-Way or Easement Width |
| Pavement Width |
| Movement |
| Traffic Lanes |
| Parking Lanes |
| Pavement / Curb |
| Curb Type |
| Planter Type (includes curb if any) |
| Landscape Type |
| Walkway Type |
| Fire Apparatus Access |
| Notes |




**RA-30-12**

| |
|---|
| Rear Alley |
| T3 |
| 30 ft. ROW |
| 12 ft. Pavement |
| Slow Movement |
| Two-Way Traffic |
| No Parking |
| 12 ft. Curb Radius; Apron at Street |
| Inverted Crown |
| 6 ft. Lawn |
| Varies |
| No Sidewalk |
| Not provided on this thoroughfare. |

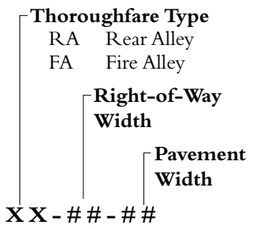
This thoroughfare type will be privately owned and maintained.




**FA-30-20**

| |
|---|
| Fire Alley |
| T3 |
| ROW 30 ft |
| N/A |
| Slow Movement |
| Two-Way Traffic, Fire Access |
| No Parking |
| 15 ft. Curb Radius; Apron at Street |
| Inverted Crown |
| N/A |
| N/A |
| No Sidewalk |
| For buildings up to 30 ft.[i] |

This thoroughfare type will be privately owned and maintained.




| |
|---|
| Thoroughfare Type |
| Transect Zone |
| Right-of-Way or Easement Width |
| Pavement Width |
| Movement |
| Traffic Lanes |
| Parking Lanes |
| Pavement / Curb |
| Curb Type |
| Planter Type (includes curb if any) |
| Landscape Type |
| Walkway Type |
| Fire Apparatus Access |

Notes

## Thoroughfare Standards

The following apply to all thoroughfares and supersede the provisions of appendix C, Chapter 6, Table 5.2.1 and section 5.5 of the Taylor Code of Ordinances:

1. **Paving Materials.** In addition to paving materials and surfaces currently acceptable to the City asphalt pavers, brick pavers, and concrete pavers may be used. Paving materials and surfaces other than asphalt and concrete shall be maintained by a Property Owners Association (POA).
2. **Street Trees.** The following apply to street trees:
   - Street trees shall be Cedar Elm, Drake Elm, Bigtooth Maple, Chinquapin Oak, Monterey Oak, Red Oak, Texas Ash, or Pecan. Other tree species acceptable to the City shall be approved by warrant.
   - The public frontage shall include trees planted in a pattern consistent with the master plan, which are illustrated as either clustered or allee. Allees shall be of a single species. Clusters shall be of multiple species.
   - Street tree spacing shall typically be as designated by the PD Thoroughfare Types and adapted as needed for specific locations. Specific areas may be exempted by warrant from required tree planting due to site conditions, design merit, and/or other extenuating circumstances.
   - Trees shall be maintained by a POA to permit sufficient vertical clearance in the travel lanes (12 ft. 6 in.) for moving vans, buses, emergency vehicles, and the like.
3. **Utility Easements.** Typically, water and sewer shall be provided in primary thoroughfares or civic spaces and other utilities shall be provided in secondary thoroughfares, with easements in these thoroughfares as required. Provision of utilities in easements on private lots shall be the exception and the location of last resort.
4. **Encroachments over Rights-of-Way.** Portions of buildings may be permitted to encroach over Rights-of-Way as consistent with the Lot Standards.
5. **Proposed Fire Apparatus Access.** This access, which may be provided by thoroughfares or civic spaces, shall be paved or otherwise structurally stabilized with a clear width as required by the City of Taylor and a 15-foot inside turning radius (*see Fire Apparatus Access Diagram*). [i]Where a clear width greater than 20 feet is required, the FA-30-20 thoroughfare type may be modified to include wider pavement.
6. **Thoroughfare Alignments.** Intersection angles and offsets are permitted if consistent with the Master Plan or minor adjustments therein. Thoroughfares may have offset intersections or intersections at angles other than 90 degrees as a means of calming traffic.
7. **Other Thoroughfare Standards.** Maximum cul-de-sac length does not apply to alleys. Turn lanes may be required at intersections per traffic impact analysis.




**Civic Space Types**

- Park
- Green

Total Civic Space: **1.33 acres**

Total Site Area: **25.52 acres**

Civic Space Ratio: **5.20%**



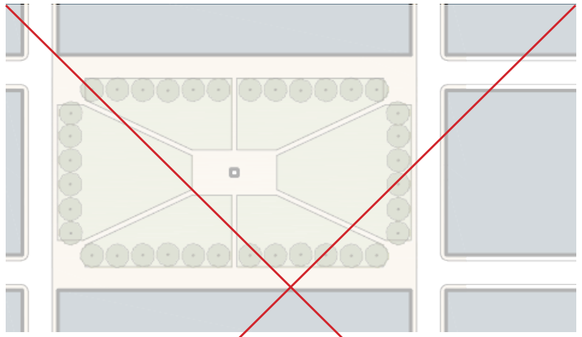
### Park

A large open area available for recreation, usually located at the neighborhood edge often with buildings at some or all of the perimeter, but not always. Its landscape may comprise paved paths and unpaved trails, some open lawn, trees, and open shelters, ponds, and other natural features, all naturalistically disposed and requiring limited maintenance. A very large park serving as a corridor is a greenway.



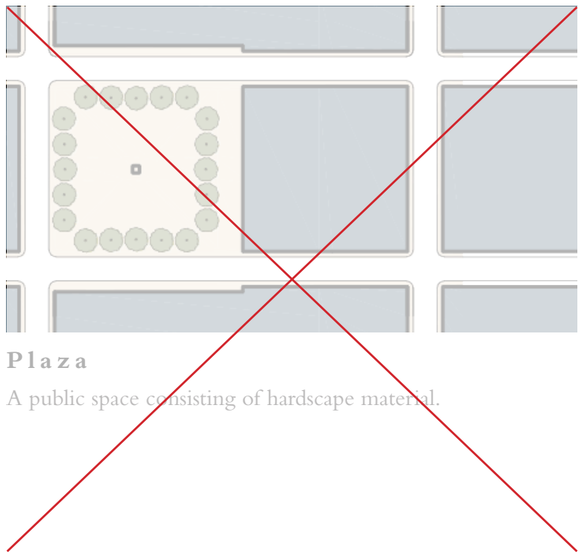
### Green

A medium-sized public space available for unstructured recreation, circumscribed by building facades, its landscape consisting mostly of grassy areas and trees, naturalistically disposed and requiring only limited maintenance.



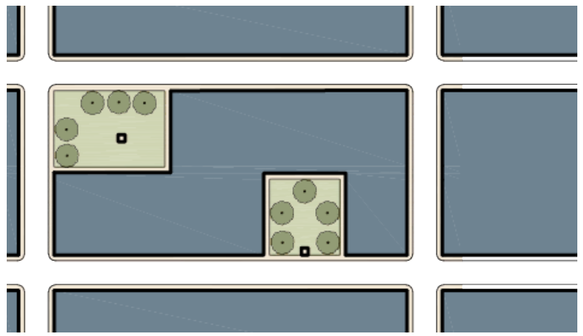
### Square

A public space, seldom larger than a block, at the intersection of important streets. A square is circumscribed spatially by frontages; its streetscape consists of paved walks, lawns, trees, and civic buildings all formally disposed and requiring substantial maintenance.



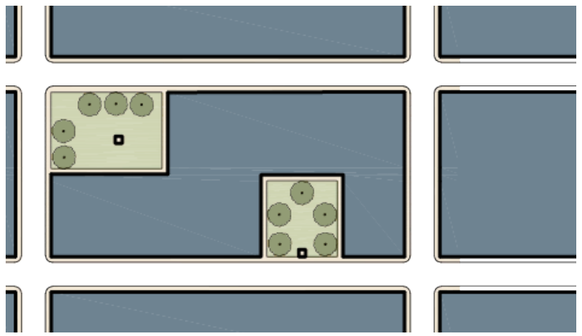
### Plaza

A public space consisting of hardscape material.



### Pocket Park

A small open space suitable for socializing, eating, and resting. Pocket parks may be equipped with benches and plantings, with tables and public art optional. They may be placed alongside thoroughfares or as intimate spaces within blocks, but should be visible from a thoroughfare (including paths). Pocket parks may be located anywhere. Location of pocket parks is TBD.



### Playground

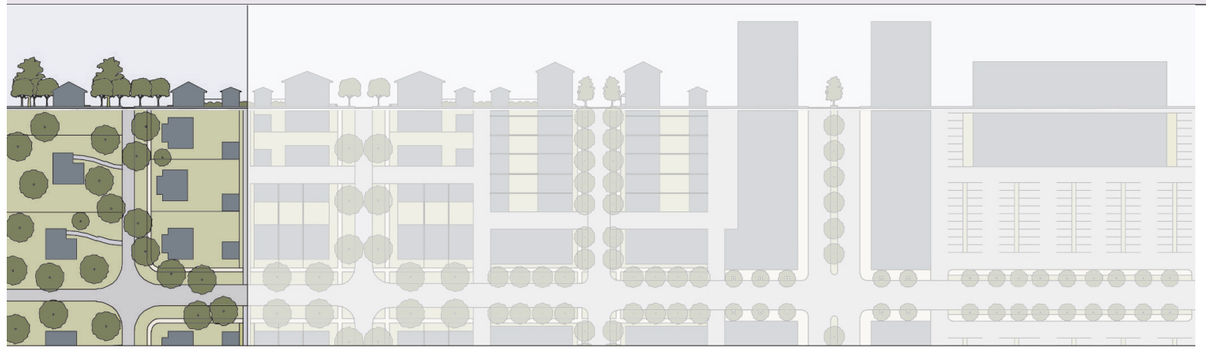
An open space designed and equipped for the recreation of children. A playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within residential areas and may be placed within a block. Playgrounds may be included within any civic space. There shall be no minimum or maximum size. Location of playgrounds is TBD.

## Civic Space Standards

The following apply to all civic spaces:

1. **Maintenance and Ownership.** All civic spaces shall be owned and maintained by a POA and have public access easements.
2. **Allocation of Civic Spaces.** A minimum of 5% of the gross area of the property shall be dedicated as civic spaces (see Civic Space Diagram). This area shall include stormwater management features that are designed as part of a civic space and shall not include stormwater management features not designed as part of a civic space. Refinements to the location and area of open spaces in the master plan are anticipated, but shall continue to meet this requirement.
3. **Sidewalks.** Civic spaces shall have sidewalks sufficient to provide access to all enfronting lots and provide connectivity to adjacent primary thoroughfares and civic spaces.
4. **Landscaping.** Landscaping for civic spaces, open spaces, and storm water management ponds shall follow the standards of the underlying zoning.
5. **Recreation Areas.** Swimming pools, recreation courts (tennis, handball, etc.), exercise facilities, recreation facilities, and related structures may be located within civic space.

# T3: Neighborhood Edge Zone



| a. | **Lot Dimensions** | |
|---|---|---|
| | Lot Width | 120 ft. max. |
| | Lot Coverage | 70% max. |
| **b.** | **Setbacks: Principal Building** | |
| (b.1) | Front Setback (Principal) | 12 ft. min., 30 ft. max. |
| (b.2) | Front Setback (Secondary) | 12 ft. min., 30 ft. max. |
| (b.3) | Side Setback | 5 ft. min. |
| (b.4) | Rear Setback | 1 ft. min. |
| | Primary Frontage Buildout | 40% min. |
| **c.** | **Setbacks: Outbuilding** | |
| (c.1) | Front Setback (Principal) | 20 ft. + (b.1) min. |
| (c.2) | Front Setback (Secondary) | 5 ft. min., 30 ft. max. |
| (c.3) | Side Setback | 5 ft. min. |
| (c.4) | Rear Setback | 1 ft. min. |
| **d.** | **Building Height** | |
| (d.1) | Principal Building | 3 stories max. |
| (d.2) | Outbuilding | 3 stories max. |
| **e.** | **Private Frontages** | |
| | Common Lawn | permitted |
| | Porch | permitted |
| | Terrace and Light Court | permitted |
| | Forecourt | permitted |
| | Stoop | permitted |
| | Storefront and Awning | not permitted |
| | Gallery | not permitted |
| | Arcade or Colonnade | not permitted |

## f. Building Uses

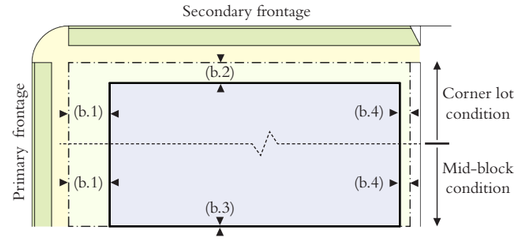
*Additional uses may be approved by warrant.*

| | |
|---|---|
| Residential | **Restricted Residential:** Up to 2 dwelling units and additionally 2 accessory dwelling units are permitted on each lot. |
| Lodging | **Restricted Lodging:** The number of bedrooms available for lodging shall be limited to 8. Breakfast may be provided to overnight guests before noon each day. |
| Office | **Not Permitted.** |
| Retail | **Not Permitted.** |
| Manufacturing | **Not Permitted.** |
| Civic | **Open Civic:** Civic uses are permitted in any transect zone, but shall be of a scale that limits the adverse impacts to neighbors at most times. |

The following requirements apply to all lots in T3.

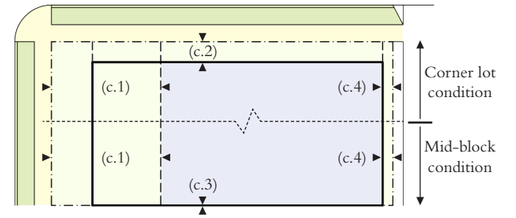
## b. Setbacks: Principal Building

- The Principal Building shall be distanced from the lot lines as shown.
- Facades shall be built along the primary frontage to the specified primary frontage buildout percentage (measured as a percentage of the lot width). The primary frontage buildout requirement does not apply at secondary frontages.



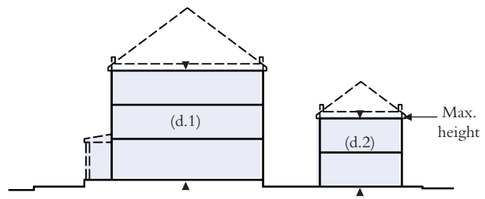

## c. Setbacks: Outbuilding

- The outbuilding shall be distanced from the lot lines as shown.



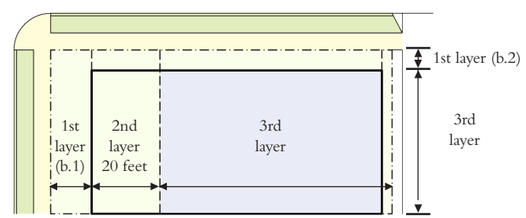

## d. Building Height

- Building height shall be measured in number of stories, excluding attics and raised basements.
- Ground-floor habitable rooms at frontages shall be 10' min. floor-to-ceiling.
- Upper-story habitable rooms at frontages shall be 9' min. floor-to-ceiling.
- Exemptions from height limits include: civic structures and monuments, turrets, towers, cupolas, chimneys, flag poles, and necessary mechanical appurtenances.




## Parking Placement

- Parking (whether open, covered, or enclosed) shall only be provided within the third layer. Garages are permitted within liner buildings in the second layer, and may be permitted elsewhere in the first or second layer by warrant.
- Parking shall be accessed by a rear lane when such are provided.



## Lot Standards

The following apply to lots in T3:

1. **Block Length.** Blocks shall be a maximum of 625 feet long, with the exception of blocks "F" and "L", which my be the same length as the existing blocks to which they are adjacent. Lots may front on publicly or privately owned thoroughfares or civic spaces.
2. **Dwelling Size.** There is no minimum dwelling size.
3. **Number of Buildings and Units.** Lots may have more than one building. Corner lots may have two accessory units provided that one faces the secondary frontage.
4. **Accessory Dwelling Unit Square Footage.** The conditioned space of an accessory dwelling unit within a primary building or an outbuilding shall not exceed the net square footage of the primary unit.
5. **Site Perimeter Landscaping.** There is no site perimeter landscaping requirement.
6. **Fences.** A fence along a shared rear or side lot line shall be no closer than 5 ft. to another fence. Alternatively, neighbors may share a single fence along a shared side or rear lot line. Fences within the first lot layer shall be painted.
7. **Parking Standards.** There shall be no minimum or maximum parking standards.
8. **Fire Apparatus Access.** Proposed fire apparatus vehicle access is as shown on the Fire Apparatus Access Diagram, typically within 150 feet of all buildable area on a lot. Buildings on portions of lost greater than 150 feet. from the Fire Apparatus Vehicle Access Route may require a fire suppression system to meet building and fire code requirements.
9. **Other Subdivision Standards.** Lots may front on thoroughfares or civic spaces, whether owned publicly or privately, through which access to residences may be established, consistent with the Regulating Plan or minor adjustments therein. Lots may be configured as shown on the Regulating Plan, and shall be consistent with the Lot Standards. Intersection angles and street jog offsets are acceptable if consistent with the Regulating Plan or minor adjustments therein. Maximum cul-de-sac length does not apply to alleys.
10. **Non-Residential Uses.** Non-Residential uses are not permitted.
11. **Landscaping.** Landscaping on private lots is only required at frontages unless noted otherwise and required plantings shall comply with City requirements.
    - **Front Yard Trees.** Front yards of a depth greater than 12 ft. require one deciduous tree of a minimum height of 30 ft. at maturity and one additional tree for every 18 linear ft. of frontage not occupied by a terrace, stoop, or porch.
    - **Artificial Plants.** Artificial plants may not be used to satisfy the requirements herein.
    - **Erosion Control.** Erosion control is required where there is no landscape or hardscape.
12. **Facades.** Facades shall be built parallel to a rectilinear primary frontage line or to the chord of a curved primary frontage line.
13. **Encroachments.** Permitted encroachments into setbacks shall be as shown on the following Table. Additionally, windowsills, belt courses, bay windows, cornices, eaves, footings, and ornamental features may encroach into any setback. All encroachments into utility easements are subject to the permission of the affected easement owner. (*see Permitted Encroachments table below*)

| | Setbacks Facing Frontages | Side and Rear Setbacks | Thoroughfares (incl. ROW) |
|---|---|---|---|
| Patios [i] | | • | |
| Decks [i] | | • | |
| Mech. Equipment | | • | |
| Utility Meters | | • | |
| Window Wells | | • | |
| Stoops and Steps [i] | • | • | |
| Porches and Steps [ii] | • | • | |
| Chimneys | • | • | |
| Hedges, Fences, & Garden Walls | • | • | |
| Bay Windows | • | • | |
| Turrets/Towers | • | • | |
| Eaves | • | • | |
| Overhangs | • | • | |
| Balconies | • | • | |
| Ramps | • | • | |
| Awnings | | • | |

i. May encroach into setbacks up to 6 feet.
ii. May encroach into setbacks up to 10 feet.

**Accessory Dwelling Unit:** A dwelling unit sharing ownership and utility connections with a Primary Building.

**Allee:** a regularly spaced and aligned row of trees usually planted along a Thoroughfare or Path.

**Apartment:** a Residential unit sharing a building and a Lot with other units and/or uses; may be for rent, or for sale as a condominium.

**Attic:** the interior part of a building contained within a pitched roof structure.

**Backbuilding:** a single-Story structure, open or enclosed, connecting a Primary Building to an Outbuilding.

**Band Sign:** a band of lettering across the entire width of a building or storefront.

**Bed and Breakfast:** *See Restricted Lodging.*

**Blade Sign:** a two-sided sign board hung from a projecting element at 90 degrees to the building facade.

**Block:** the aggregate of private Lots, Secondary Thoroughfares, and Parking Lots, circumscribed by Primary Thoroughfares.

**Civic:** Organizations dedicated to arts and culture, education (including schools), government, recreation, religion, social service, transit, as well as cemeteries, municipal parking, post offices, wedding chapels and the like.

**Civic Building:** a building operated by not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or for use approved by the legislative body.

**Civic Space:** an outdoor area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping and their Enfronting buildings.

**Commercial:** the term collectively including Lodging, Office, and Retail Uses.

**Common Lawn:** *See Definitions: Illustrated.*

**Curb:** the edge of the vehicular pavement that may be raised or flush. It usually incorporates the drainage system.

**Driveway:** a vehicular lane within a Lot, often leading to a garage.

**Dwelling Unit:** one or more rooms used, or intended to be used for occupancy by one person or a group of persons living together as a family. Each installation of kitchen facilities consisting of at least a stove or cooking device and a sink shall be a separate dwelling unit.

**Effective Turning Radius:** *See Definitions: Illustrated.*

**Elevation:** *See Definitions: Illustrated.*

**Encroach:** to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

**Encroachment:** any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

**Enfront:** to place an element along a Frontage, as in "porches Enfront the street."

**Facade:** *See Definitions: Illustrated.*

**Frontage:** *See Definitions: Illustrated.*

**Frontage Line:** *See Definitions: Illustrated.*

**Frontage Buildout:** That portion of a setback line which shall have a building facade on it.

**Gallery:** *See Definitions: Illustrated.*

**Green:** *See Civic Space Types.*

**Home Occupation:** non-retail commercial operation and/or remote work which takes place in a residence.

**Inn:** *See Use.*

**Liner Building:** a building specifically designed to mask a parking lot or a Parking Structure from a Frontage.

**Live-Work:** a Mixed Use unit consisting of a Commercial and Residential Use. The Commercial Use may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry. (Syn. flexhouse.)

**Lodging:** Premises available for short-term human habitation, including daily and weekly rental.

**Lot Coverage:** the maximum area of a lot that may be occupied by a structure. Lot coverage is expressed as a ratio. Arcades, open porches, decks, terraces, and stoops are excluded from the calculation

**Lot:** a parcel of land accommodating a building or buildings of unified design. The size of a Lot is controlled by its width in order to determine the grain (i.e., fine grain or coarse grain) of the urban fabric.

**Lot Layer:** a range of depth of a Lot within which certain elements are permitted. *See Definitions: Illustrated.*

**Lot Line:** *See 17.*

**Lot Width:** the length of the Primary Frontage Line of a Lot.

**Manufacturing:** Premises available for the creation, assemblage, and/or repair of artifacts including their retail sale except when such activity creates adverse impacts.

**Office:** Premises available for the transaction of general business including medical and dental offices, clinics and outpatient facilities, but excluding retail sales and manufacturing.

**Outbuilding:** a building, usually located toward the rear of the same Lot as a Primary Building, and sometimes connected to the Primary Building by a Backbuilding. *See Definitions: Illustrated.*

**Park:** *See Civic Space Types.*

**Passage (PS):** a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long Blocks and connect rear parking areas to Frontages.

**Path (PT):** a pedestrian way traversing a Park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the urban Sidewalk network.

**Pavement Radius:** *See Definitions: Illustrated.*

**Planter:** the element of the Public Frontage which accommodates street trees, whether continuous or individual.

**Plaza:** *See Civic Space Types.*

**POA:** Property Owners Association

**Primary Building:** the main building on a Lot, usually located toward the Frontage. *See Definitions: Illustrated.*

**Primary Entrance:** the main point of access for pedestrians into a building.

**Primary Frontage:** *See Definitions: Illustrated. See* **Frontage.**

**Private Frontage:** *See Definitions: Illustrated. See* **Frontage.**

**Public Frontage:** *See Definitions: Illustrated. See* **Frontage.**

**Rear Alley (RA):** a vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. Rear Alleys are typically paved from building face to building face, with drainage by inverted crown at the center or with roll Curbs at the edges.

**Regulating Plan:** a Zoning Map or set of maps that shows the Transect Zones, Civic Zones, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by the SmartCode.

**Residential:** Premises available for long-term human habitation by means of ownership or rental for more than 30 days.

**Retail:** Premises available for the commercial sale of merchandise, services, and prepared foods (including restaurants), but excluding manufacturing.

**Right-of-Way (R.O.W.):** *See Definitions: Illustrated.*

**Road (RD):** a local, rural and suburban Thoroughfare of low-to-moderate vehicular speed and capacity. This type is allocated to the more rural Transect Zones (T1-T3).

**Scrivener's Error:** an unintentional mistake in the drafting of these PD Standards.

**Secondary Frontage:** *See Definitions: Illustrated. See* **Frontage.**

**Setback:** the area of a Lot measured from the Lot line to a building Facade or Elevation that is maintained clear of permanent structures, with the exception of Encroachments listed on the Lot Standards. *See Definitions: Illustrated.*

**Sidewalk:** the paved section of the Public Frontage dedicated exclusively to pedestrian activity.

**Square:** S*ee Civic Space Types.*

**Stoop:** *See Definitions: Illustrated.*

**Storefront:** a Private Frontage conventional for Retail use, with substantial glazing and an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade.

**Story:** a habitable level within a building, excluding an Attic or raised basement.

**Street (ST):** a local urban Thoroughfare of low speed and capacity.

**Swale:** a low or slightly depressed natural area for drainage.

**T-zone:** *See* **Transect Zone.**

**Terminated Vista:** a location at the axial conclusion of a Thoroughfare. A building located at a Terminated Vista designated on a Regulating Plan is required or recommended to be designed in response to the axis.

**Thoroughfare:** a way for use by vehicular and pedestrian traffic and to provide access to Lots and Open Spaces, consisting of Vehicular Lanes and the Public Frontage. *See the following page.*

**Transect:** a cross-section of the environment showing a range of different habitats. The rural-urban Transect of the human environment used in the SmartCode template is divided into six Transect Zones. These zones describe the physical form and character of a place, according to the Density and intensity of its land use and Urbanism.

**Transect Zone:** One of several areas on a Zoning Map regulated by the SmartCode. Transect Zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, Density, height, and Setback requirements, other elements of the intended habitat are integrated, including those of the private Lot and building and Public Frontage. (syn. T-zone)

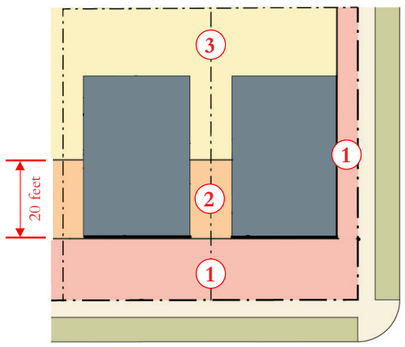
**Turning Radius:** the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn. *See Definitions: Illustrated.*

**Use:** the function or functions accommodated by a building and its Lot, categorized as Restricted, Limited, or Open, according to the intensity of the use.

**Variance:** a ruling that would permit a practice that is not consistent with either a specific provision or the Intent of these PD Standards. Variances are granted by the Zoning Board of Adjustment in a public hearing.

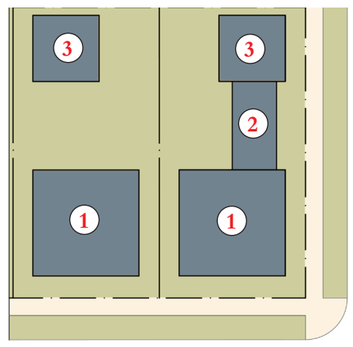
**Warrant:** a ruling that would permit a practice that is not consistent with a specific provision of these PD Standards, but that is justified by its Intent. Warrants are granted administratively. .

## Lot Layers



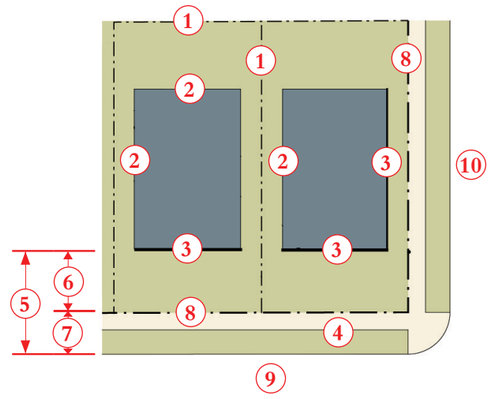

1. **1st Layer**
2. **2nd Layer**
3. **3rd Layer**

## Principle Building & Outbuilding



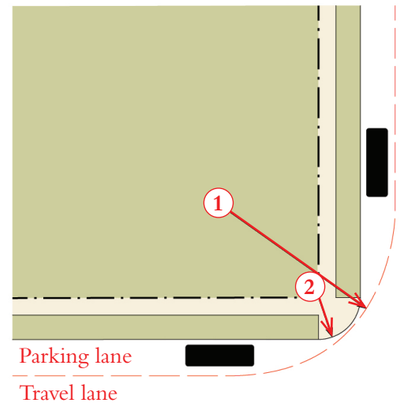

1. **Primary Building**
2. **Backbuilding**
3. **Outbuilding**

## Frontage & Lot Lines



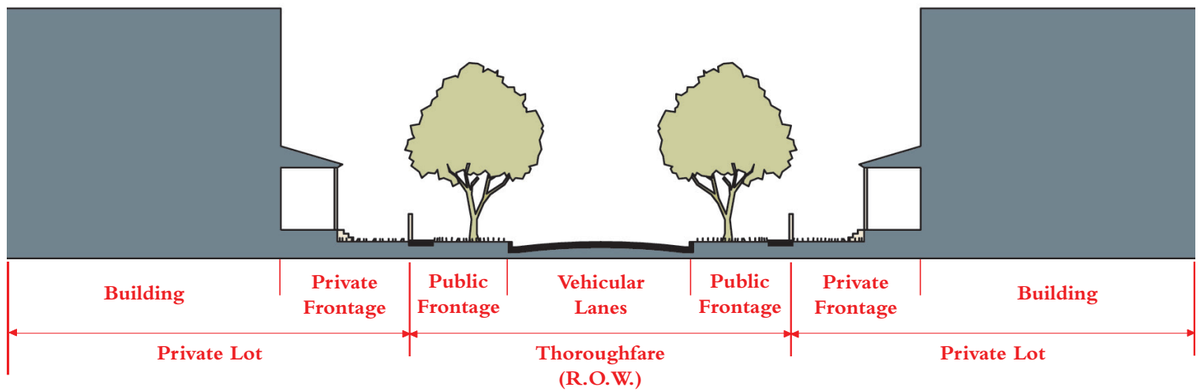

1. **Lot Line**: the boundary that legally and geometrically demarcates a lot.
2. **Elevation**: an exterior wall of a building not facing a frontage line.
3. **Facade**: the exterior wall(s) of a building that is (are) set along a frontage line. Facades face frontage lines and define the public realm, and are therefore more regulated than the elevations facing other lot lines.
4. **Right-of-Way (R.O.W.):** the composite public area dedicated to circulation, including the vehicular way and the streetscape.
5. **Frontage:** the area between a building facade and a thoroughfare or civic space, inclusive of its various built and planted components. Frontage is divided into private frontage and public frontage.
6. **Private Frontage:** the privately held Layer between the Frontage Line and the Primary Building Facade.
7. **Public Frontage:** the area between the Curb of the vehicular lanes and the Frontage Line.
8. **Frontage Line:** the line between the public and private frontage, (primary or secondary). The frontage line is co-incident with the property line(s), at frontages.
9. **Primary Frontage:** on lots with multiple frontages, the frontage which will bear the address and primary entrance to the building.
10. **Secondary Frontage:** on lots with multiple frontages, the frontage(s) that are not the primary frontage.

## Turning Radius




1. **Effective Turning Radius:** the measurement of the in-side turning radius taking parked cars into account.
2. **Pavement Radius:** the curved edge of a vehicular lane at an intersection, measured at the inside edge of the travel lane if there is no on-street parking, or the parking lane if there is. The smaller the pavement radius, the more slowly the vehicle is forced to make the turn.

## Thoroughfare & Frontages

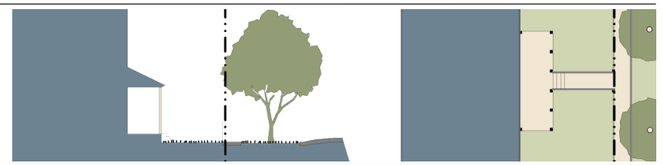


## Private Frontages

**Common Lawn:** a facade set back substantially from the frontage line. The front yard should remain unfenced and be visually continuous with adjacent front yards. The intention is to emulate the character of buildings sitting in a common rural landscape. A front porch is encouraged but not required, as social interaction from the sidewalk is unlikely at such a distance.



**Porch:** a facade is set back from the frontage line with a front porch. The porch should be within a conversational distance of the sidewalk. Hedges, fences, or garden walls at the frontage line are encouraged to define the front yard. A great variety of porches is possible, but to be useful, none should be less than 6 ft deep.



**Terrace and Light Court:** a facade is set back from the frontage line with an elevated garden or terrace, or a sunken light court. This type can effectively buffer residential uses from the sidewalk, by creating an elevated front garden. The terrace created may also be suitable for restaurants and cafes, as the eye of the sitter is level with that of the standing passerby. The light court can give light and access to a basement.



**Forecourt:** a facade is aligned close to the frontage line with a portion of it set back. The forecourt created is suitable for a garden or plaza, providing a transition from the public sidewalk to the building entry. This type should be used sparingly. Trees within the forecourts should be placed to have their canopies overhanging the sidewalks.



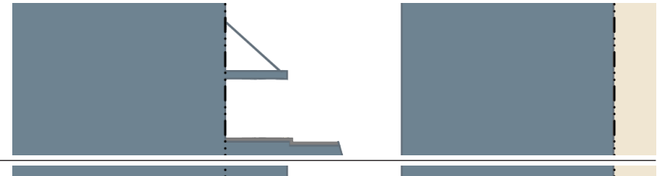
**Stoop:** a facade is aligned close to the frontage line with the ground story elevated from the sidewalk, securing privacy for the windows. This type is suitable for buildings with ground-floor residential uses, such as townhouses and apartment buildings. This type may be interspersed with the storefront.



**Storefront and Awning:** a facade is aligned close to the frontage line with the entrance at sidewalk grade. This type is conventional for retail frontage. It is commonly equipped with a cantilevered shed roof or an awning. The absence of a raised ground story generally precludes residential uses on the ground floor, although residential uses may be present where retail is anticipated in the future.



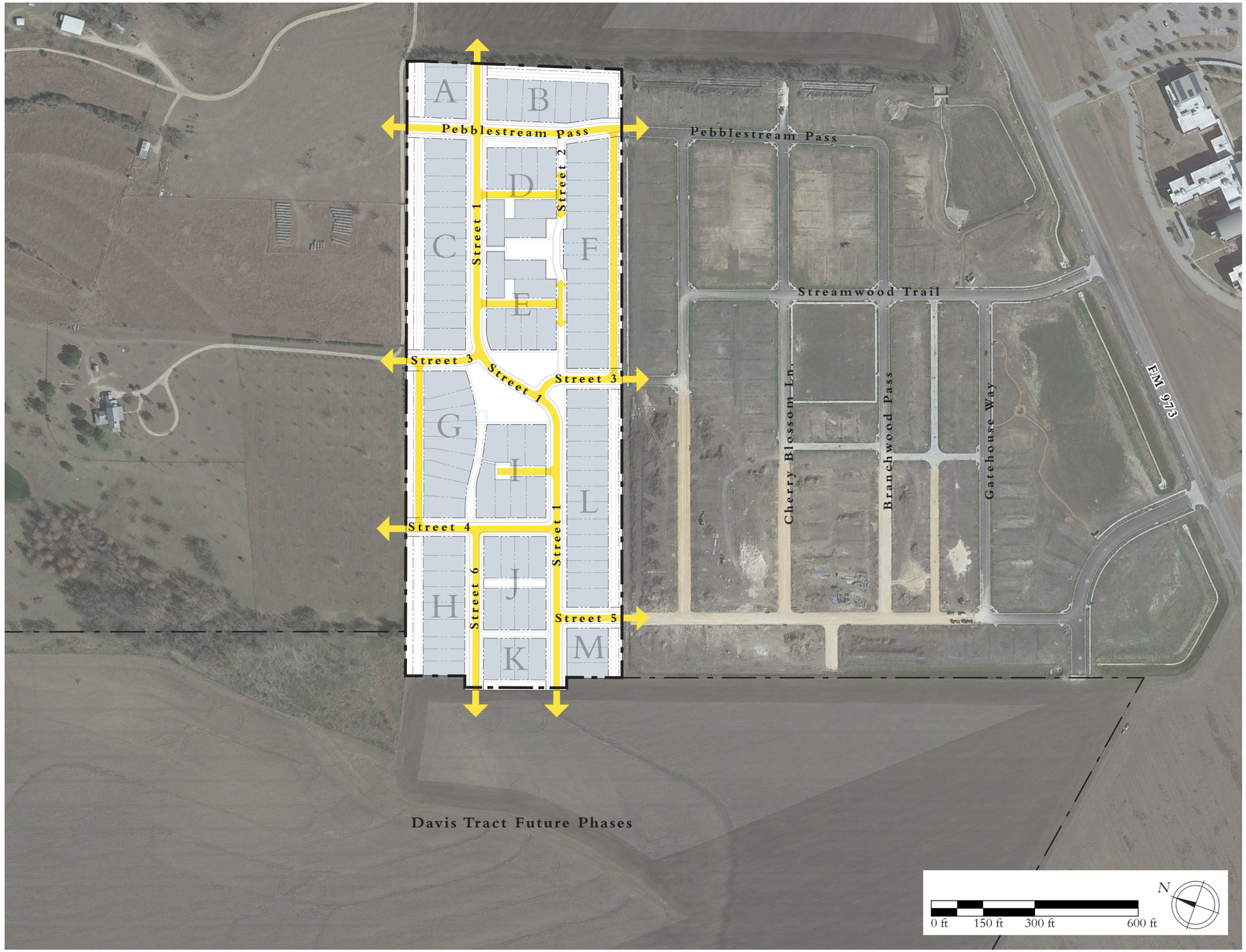
**Gallery:** a roof extends over the sidewalk above while the building facade remains at the frontage line. This type is most common for office, retail, and manufacturing uses. To be useful, the gallery should be no less than 12 feet deep and should overlap the sidewalk to within 2 feet of a vehicular lane so that a pedestrian cannot bypass it.



**Arcade or Colonnade:** An arcade (arches) or colonnade (columns and beams) is a structure including habitable space extending over a sidewalk supported by arches and open to the adjacent street or civic space. The ground story remains at the frontage line while the facade of the upper stories overlaps the sidewalk. This type is most common for office, retail, and manufacturing uses.




A
B
C
D
E
F
G
I
L
H
J
K
M
Pebblestream Pass
Pebblestream Pass
Street 1
Street 2
Street 3
Street 3
Street 3
Street 4
Street 4
Street 5
Street 5
Streamwood Trail
Cherry Blossom Ln.
Branchwood Pass
Gatehouse Way
FM 973
Davis Tract Future Phases
Constraints
Davis Tract Phase 1
5-foot Contours
1-foot Contours
Utility Easements
N
0 ft
150 ft
300 ft
600 ft




## Fire Apparatus Access Notes

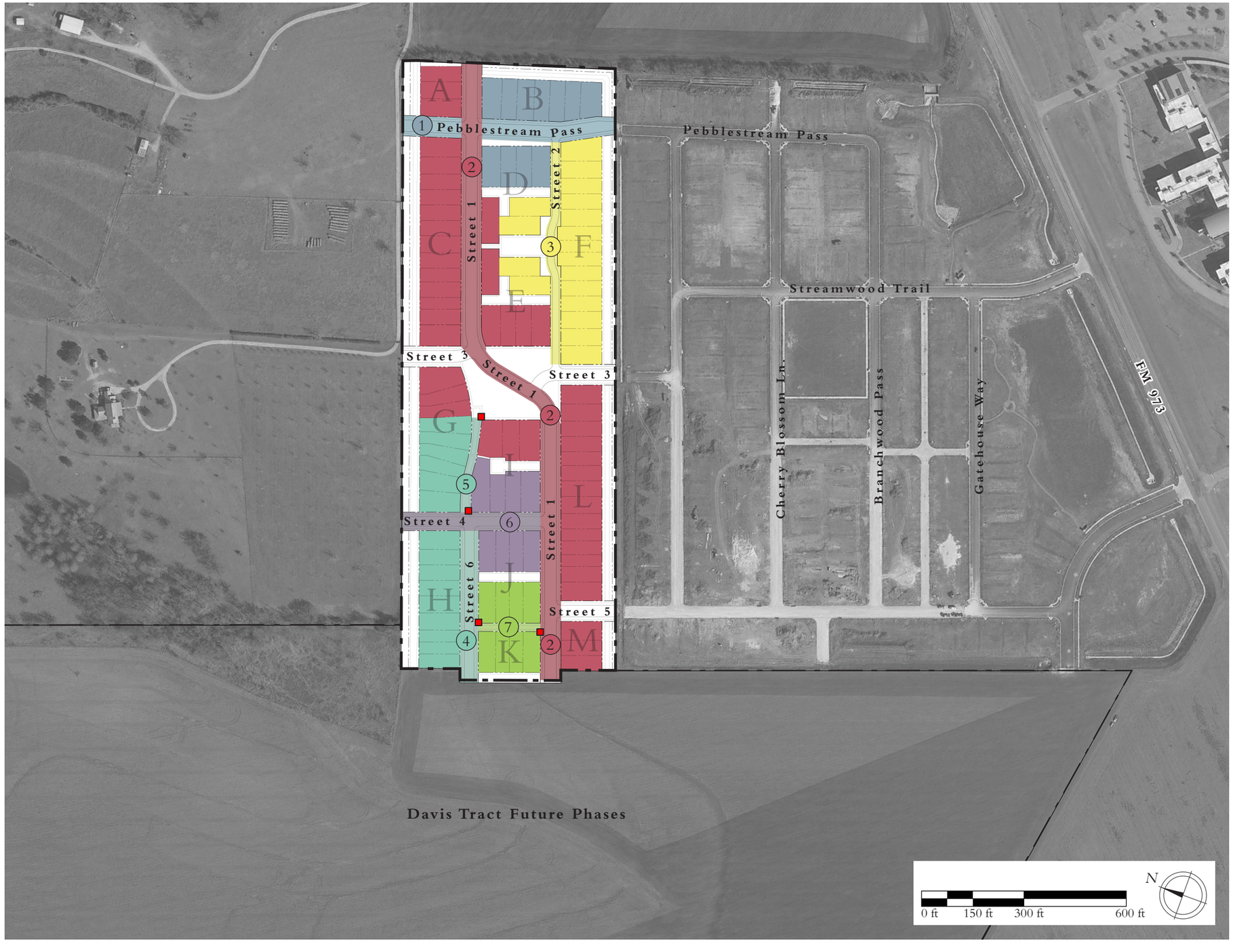
1. Applicants understanding of the relevant standards from these fire apparatus access notes to be confirmed by the City of Taylor.
2. For buildings 30 feet tall or greater:
   - Fire Apparatus Access Roads shall be 26 feet clear minimum.
   - Fire Apparatus Access Roads shall be between 15 and 30 feet from the building.
   - Fire Apparatus Access Roads shall provide access to one complete side of the building, as determined by the Fire Official.
3. For buildings less than 30 feet tall:
   - Fire Apparatus Access Roads shall be 20 feet clear minimum
4. All Fire Apparatus Access Roads shall have an effective inside turning radius of 15 feet.
5. All Fire Apparatus Access Roads shall be a maximum distance of 150 feet from all portions of any building.
6. Where a fire hydrant is located on a Fire Apparatus Access Road, the minimum road width shall be 26 feet (7925 mm), exclusive of all shoulders (*see graphic below*).




MINIMUM CLEARANCE AROUND A FIRE HYDRANT

**Key**

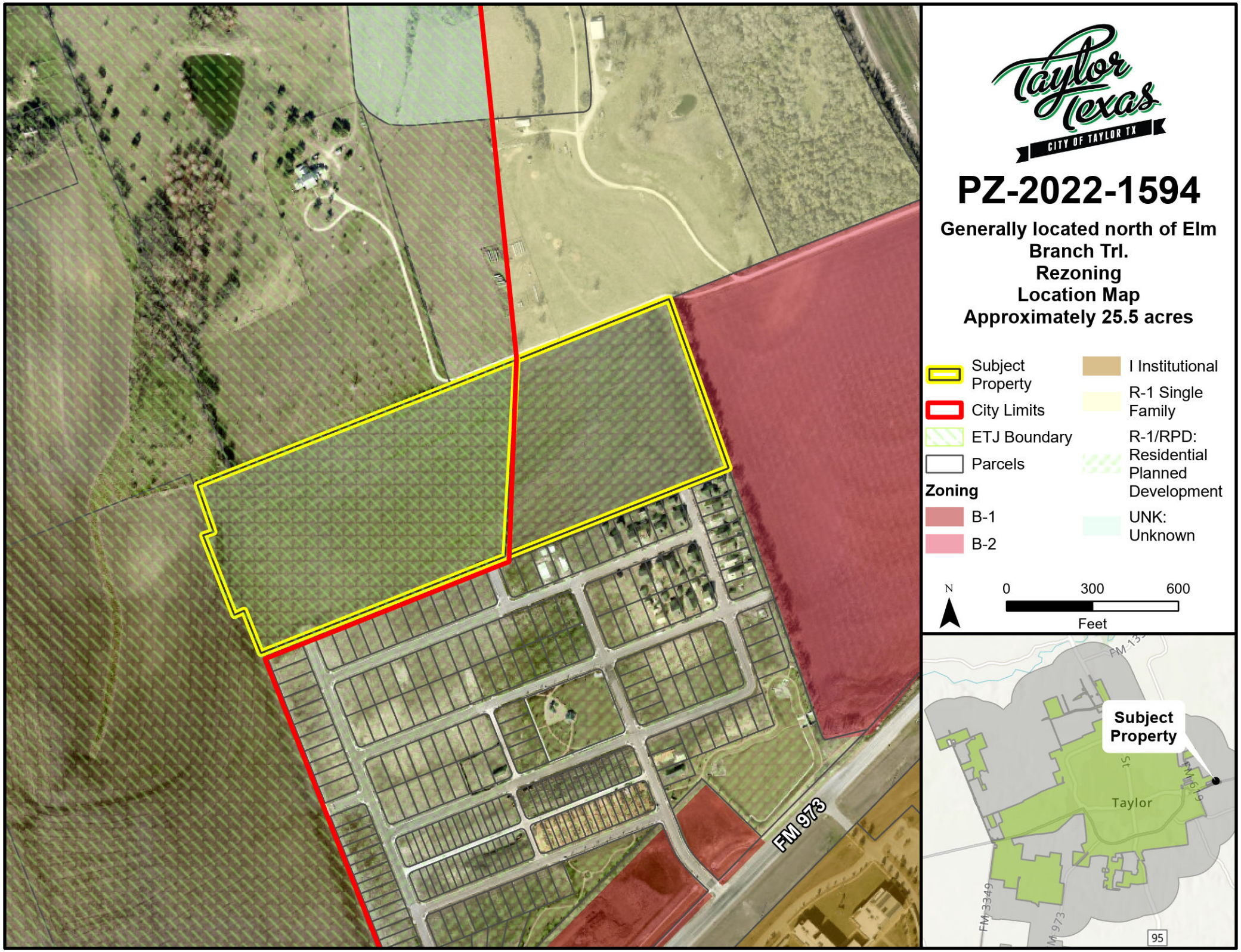
- 20-foot Fire Apparatus Access Road
- Lots with buildings under 30 feet




**Thoroughfare Names and Addressing Key**

1. Pebblestream Pass
2. _____ Street
3. _____ Lane
4. _____ Street (To match proper name of 5)
5. _____ Way (To match proper name of 4)
6. _____ Street
7. _____ Way

Sign with unit numbers


Taylor Texas
CITY OF TAYLOR TX
PZ-2022-1594
Generally located north of Elm Branch Trl.
Rezoning
Location Map
Approximately 25.5 acres
Subject Property
City Limits
ETJ Boundary
Parcels
Zoning
B-1
B-2
I Institutional
R-1 Single Family
R-1/RPD: Residential Planned Development
UNK: Unknown
N
0
300
600
Feet
FM 973
Subject Property
Taylor
FM 3349
95

# PZ-2022-1594

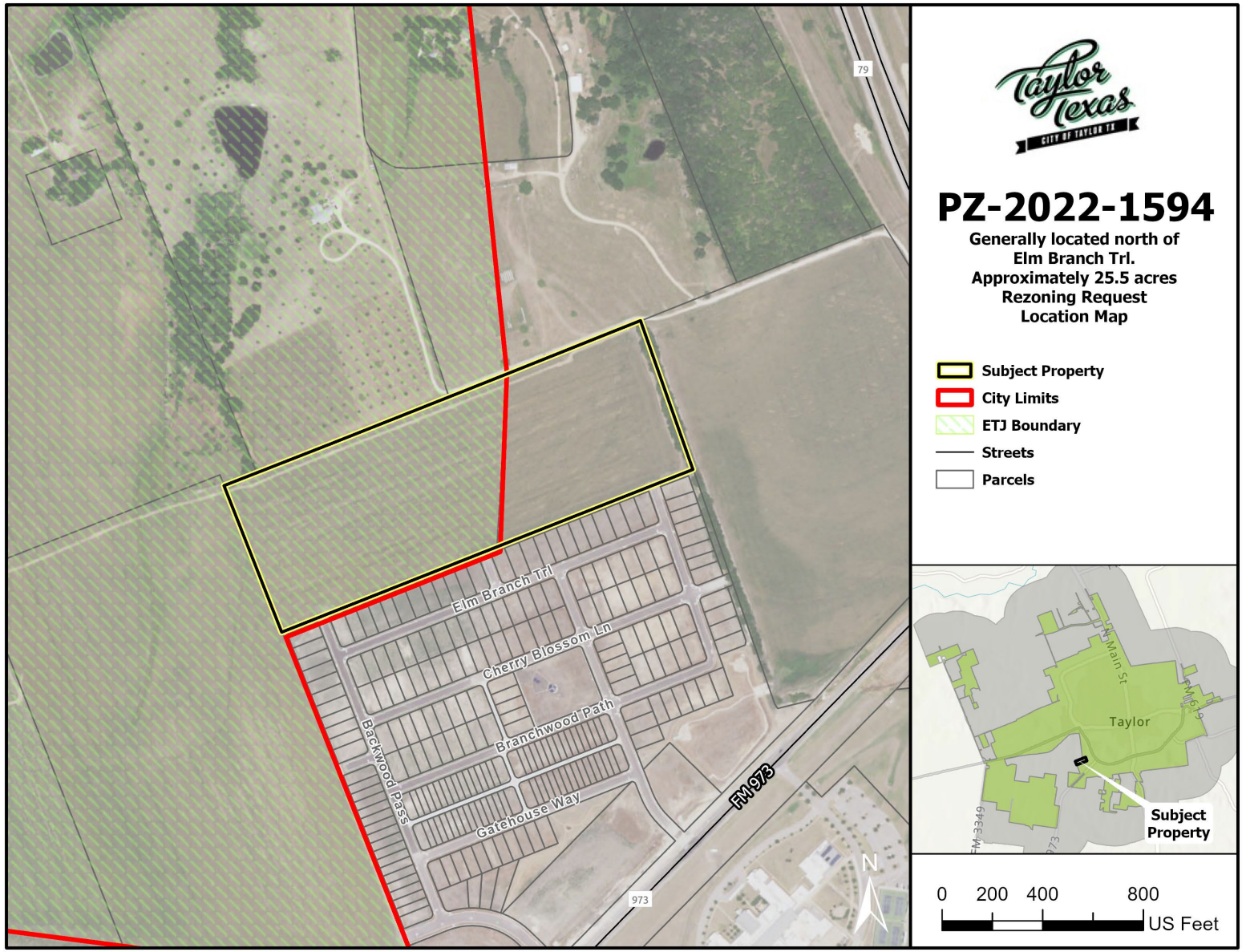
## Zoning Amendment: Davis Tract Planned Development Phase I

*25.5 acres North of Elm Branch Rd.*

# Development Process

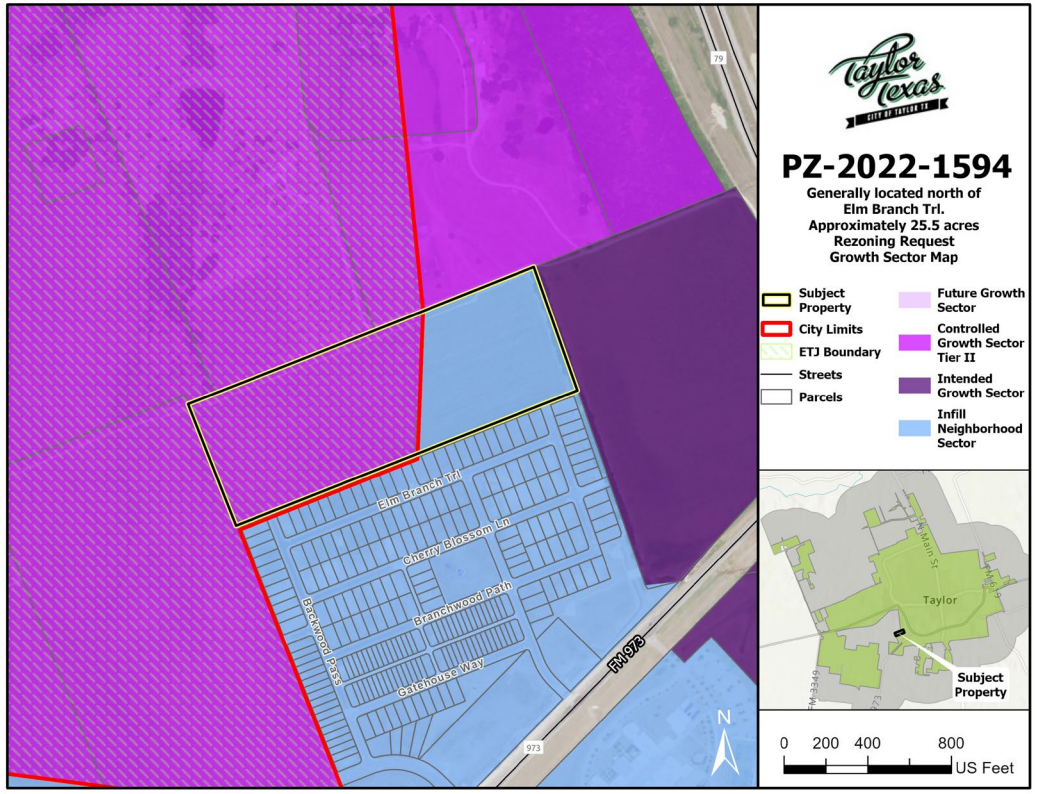
1. **Comprehensive Plan Amendment**
2. **Rezoning** - Proposed land use(s) and compliance with the Comprehensive Plan.
3. **Preliminary Plat** - Division of land into lots (identifying lot boundaries, streets, easements, etc.).
4. **Subdivision Improvement Plans** - Detailed water, sewer, traffic impact & drainage studies and design.
5. **Final Plat** (After approved and accepted infrastructure improvements.)
6. **Building Permit** - Layout of building(s) on lot(s) and detailed construction drawings.

# Location Map




- 11 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff did not receive any responses to notices.

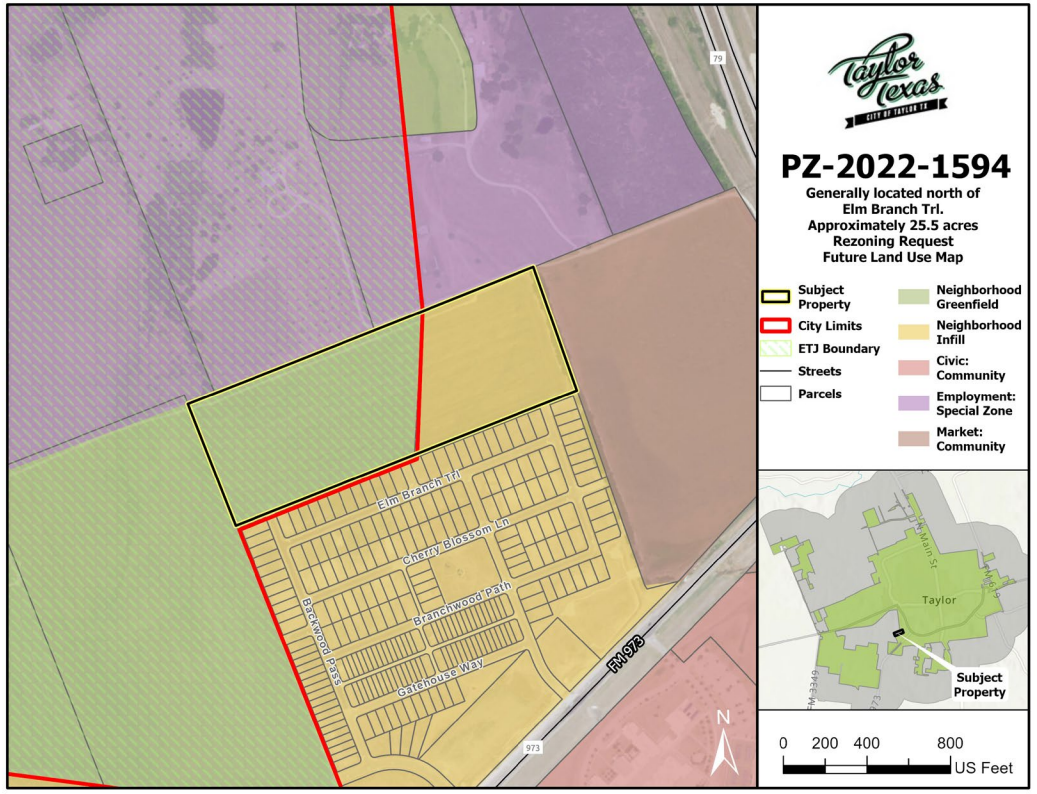
# Growth Sector & Future Land Use




## Infill Neighborhood/Controlled Growth:

The Infill areas within the city that are already developed and served by infrastructure. Controlled Growth Sector Tier II consists of areas where infrastructure is planned but not yet installed or areas where existing infrastructure lacks capacity and needs to be upgraded prior to expansion.

*(Page 50)*

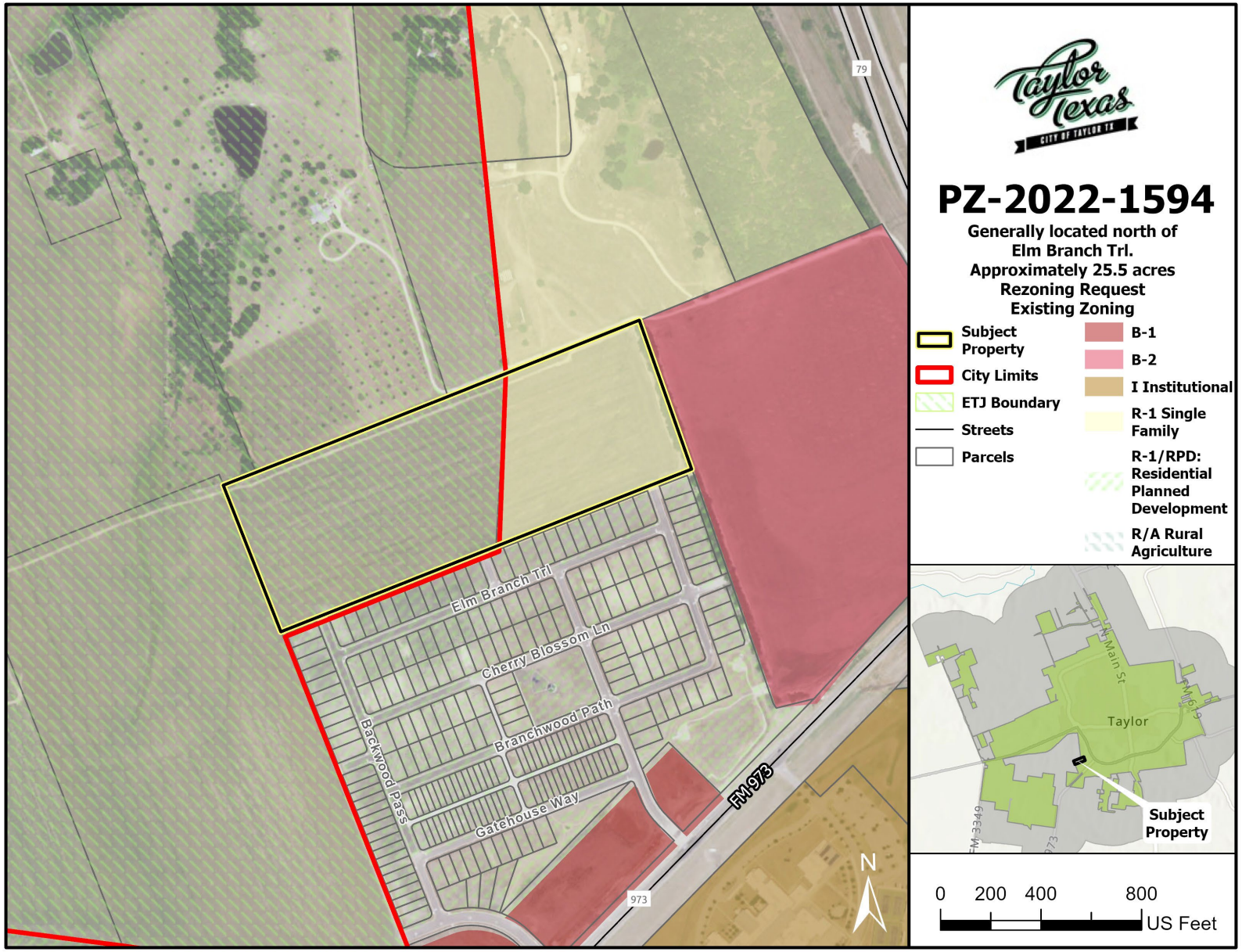



## Neighborhood Infill/Greenfield:

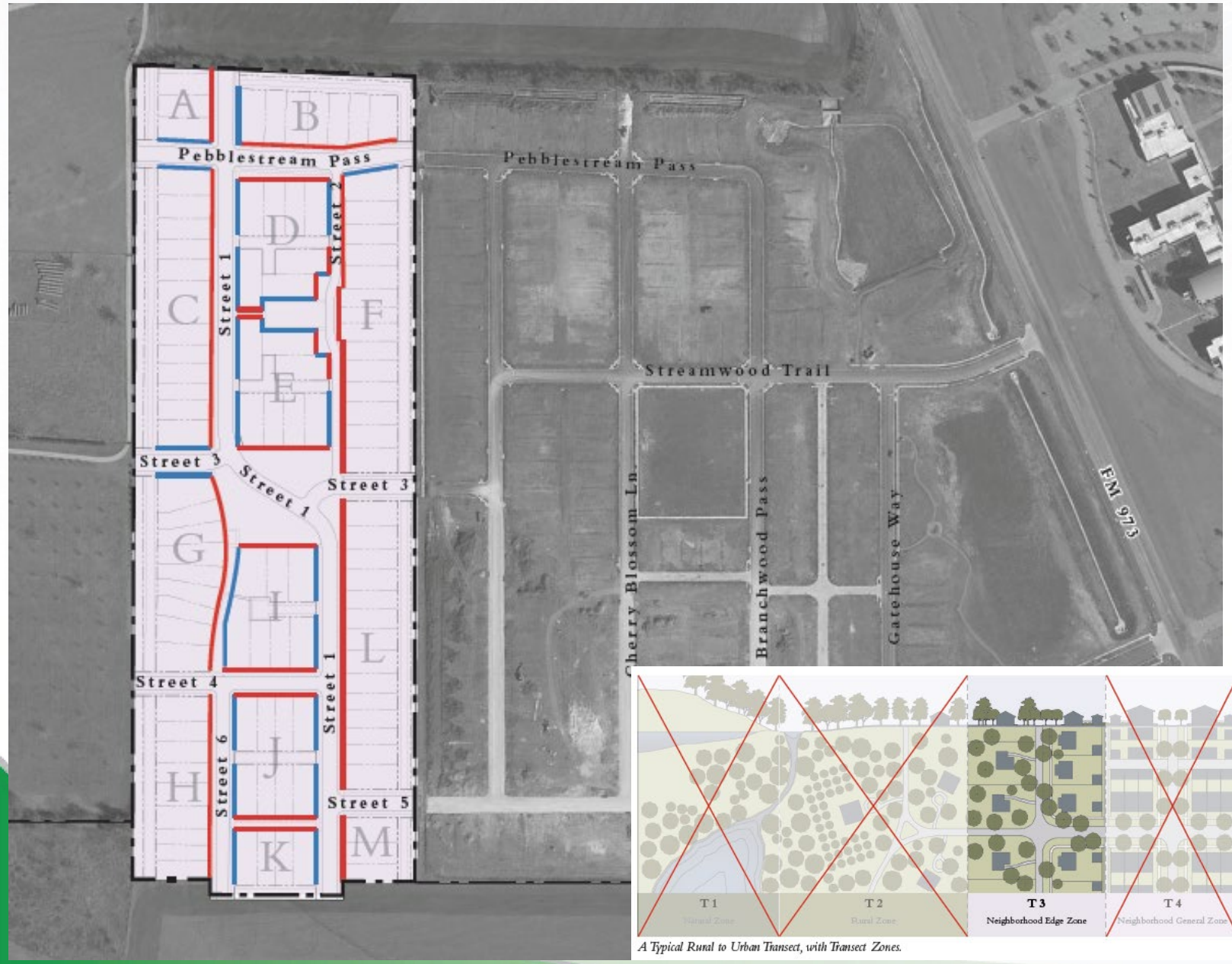
The Infill represent existing developed areas that have access to existing streets and utility infrastructure. Greenfields are new communities that contain a wide mix of residential uses and neighborhood services. Greenfield development should be developed as an extension of the existing urban fabric in Taylor.

*(Page 79)*

# Current Zoning Map



# Regulating Plan: Transects




Key

- T3: Neighborhood Edge Zone
- Primary Frontage
- Secondary Frontage

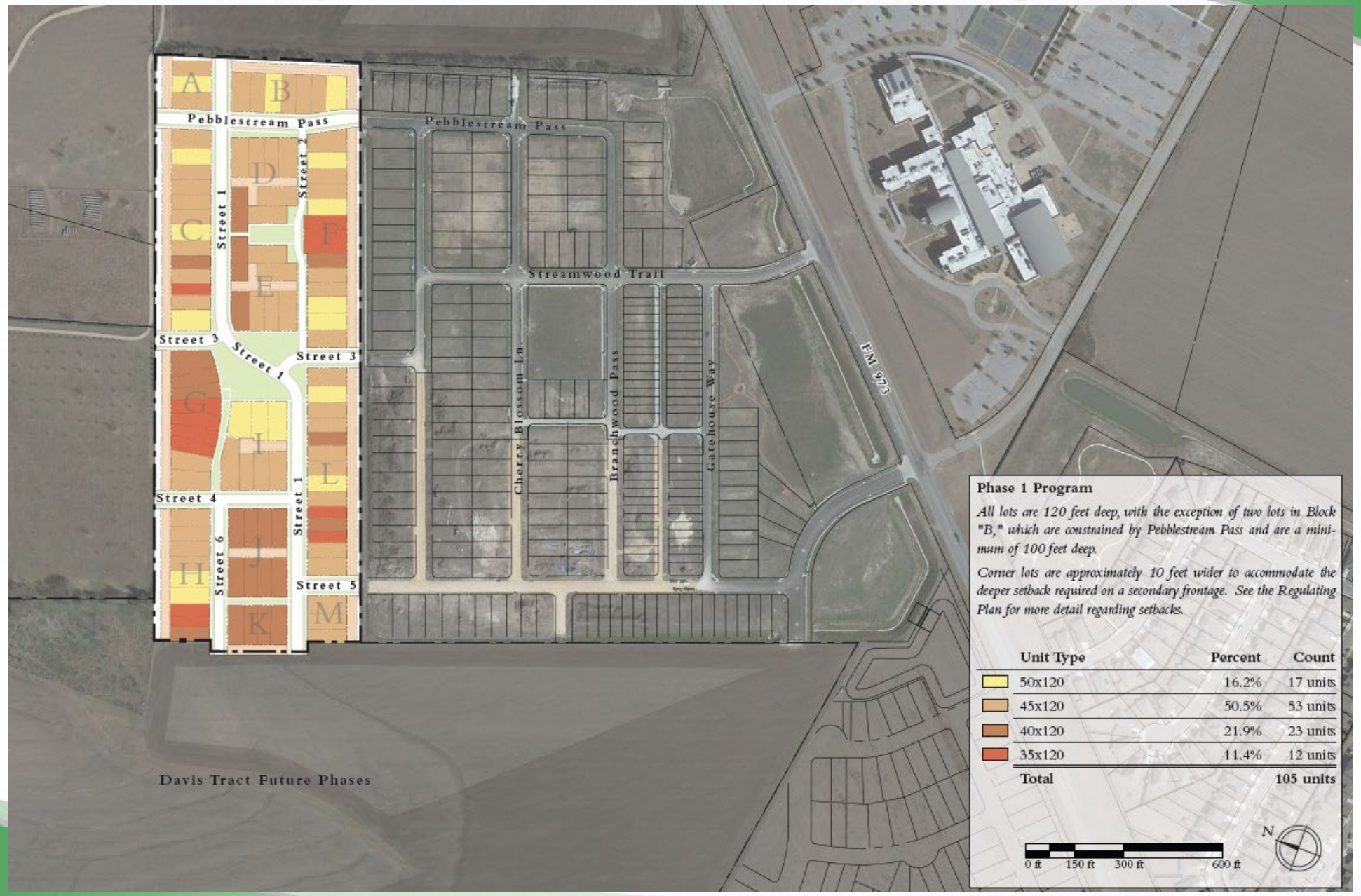
T3 Neighborhood Edge Zone

R-1 (Single-Family) with RPD
(Residential Planned Development)

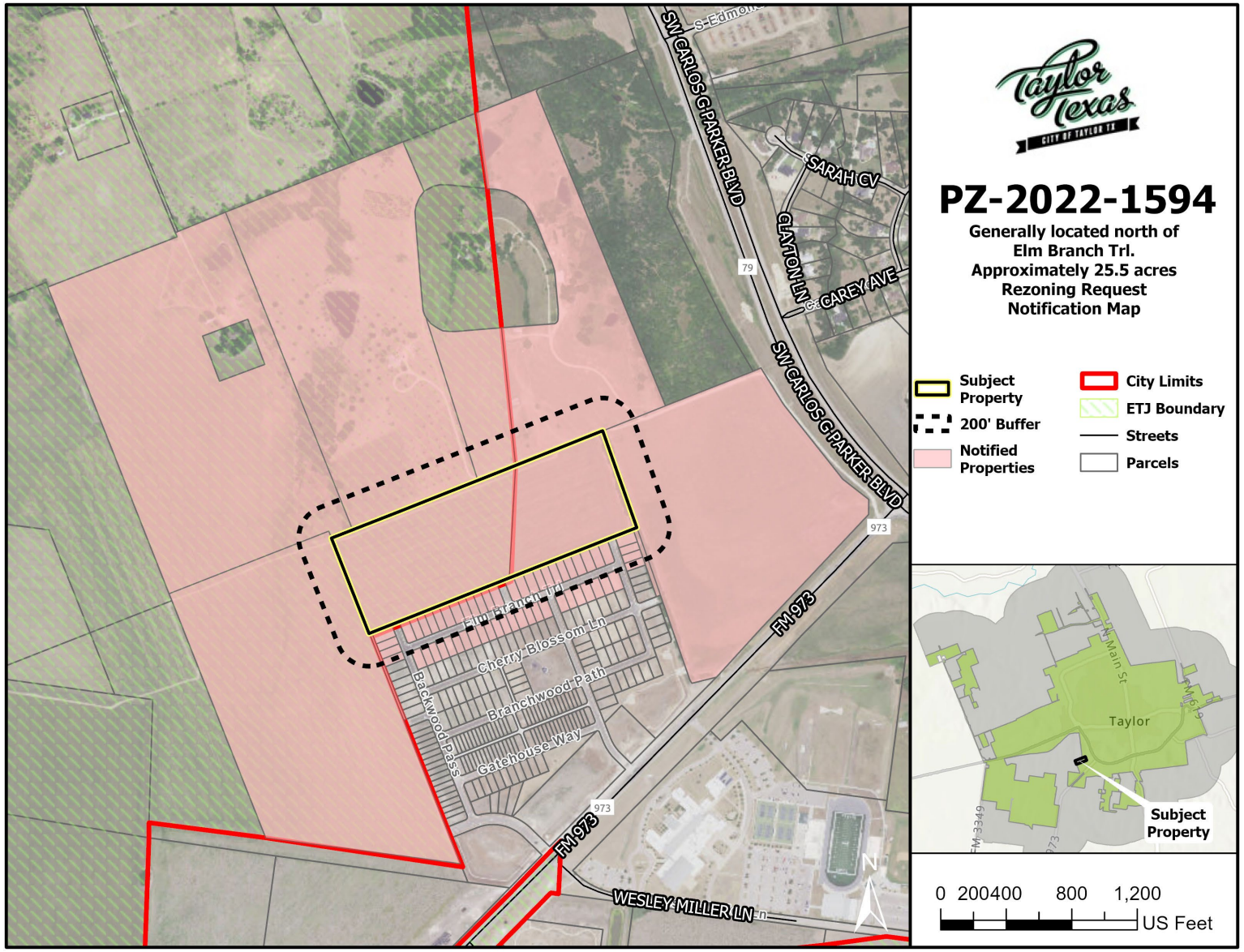



*A Typical Rural to Urban Transect, with Transect Zones.*

# Proposed Master Plan & Program



# Notice Area Map




- 10 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

# Staff Analysis

**Policies and Big Ideas in the Envision Taylor Comprehensive Plan:**

- **LU1 – New Development should resemble the form and scale of traditional development patterns.**
  - The development provides internal street connectivity and follows the traditional small block pattern of Taylor.

- **LU11 – Development and infrastructure decisions and regulations should result in an increase in population density and revenue per acre.**
  - Developing in an area with existing infrastructure and taking advantage of a Planned Development allows the subject property to easily connect to utilities and provide a denser development while keeping with the desires of the Comprehensive Plan.

- **H4 – Infill missing middle housing and accessory dwelling units should be prioritized over new, large lot single family development.**
  - The applicant has proposed single family housing with varying lot sizes to increase the density within phase one of the development.

# P&Z Recommendation

On September 12, 2023, the Planning and Zoning Commission voted to recommend **Approval** of the proposed Zoning Map Amendment from the zoning upon annexation of R-1 (Single Family) and existing R-1 (Single Family) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD), referred to as the Davis Tract Planned Development Phase One as is consistent with the Comprehensive Plan.

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☐ Quality of Life |
| ☒ Economic Vitality |

**Agenda Item #:** 7

**Agenda Title:** **Consider Ordinance 2023-46, PZ-2023-1756, regarding a request to amend the North BB Creek Planned Development (Ordinance 2022-20) consisting of Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) of approximately 7.60-acre tract of land out of the William J. Baker Survey, Abstract No. 65, located in Williamson County, Taylor, Texas.**

**Council Action to be taken:** Consider Ordinance adoption

**Department Submitted:** Development Services

**Staff Contact:** Colin Harrison, Director of Development Services

## 1. PURPOSE/DESCRIPTION

The applicant has requested to amend the North BB Creek Planned Development (Ordinance 2022-20) consisting of Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) to a Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD).

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The request to amend the North BB Creek Planned Development (Ordinance 2022-20) from Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) is consistent with the Ordinance 2022-20 with minor changes in street alignment and access to property. Changes to the ordinance is due to changes in the egress/regress off of Carlos G. Parker Blvd. and increasing density.

The request to change the zoning for the subject property continues to be in line with the goals of the Comprehensive Plan.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Provides Infill<br>• Increases Density<br>• Increases Tax Base<br>• Increases Housing<br>• Increases Housing Types | • N/A |

## 4. RECOMMENDATION

At their September 12, 2023, meeting the Planning and Zoning Commission recommended approval to the City Council for the proposed zoning amendment.

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – September 12, 2023

City Council public hearing and ordinance introduction – September 28, 2023

City Council consideration of ordinance approval – October 12, 2023

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

N/A

## 8. ATTACHMENTS

7a. Staff Report
7b. Letter of Intent from the Applicant
7c. Location Map
7d. Zoning Map, Growth Sectors Map, Future Land Use Map
7e. Notification Map
7f. Ordinance 2023-46
    7f.1 Exhibit A – Survey
    7f.2 Exhibit B – Planned Development Master Plan & Standards
    7f.3 Exhibit C – Proposed Zoning Map
7g. PZ-2023-1756 – Staff PowerPoint Presentation

**City of Taylor**

**PZ-2023-1756**

**Zoning Map Amendment**

**Staff Report**

## Item Details

| | |
|---|---|
| **Subject Property:** | Generally located along the South right-of-way of N.W. Carlos G. Parker Boulevard and North Drive, more particularly described as Parcel No. R018638 |
| **Total Acreage:** | Approximately 7.60 acres |
| **Legal Description:** | A 7.60-acre tract of land out of the William J. Baker Survey, Abstract No. 65, located in Williamson County, Taylor, Texas. |
| **Applicant:** | Diane Bernal, DB Land Consulting |
| **Property Owner(s):** | Hari Kuppuraj, Carlos Parker Partners, LLC |
| **Request:** | A request to amend the North BB Creek Planned Development (Ordinance 2022-20) consisting of Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) |
| **Case History:** | This is the first hearing of this request. |

## Overview of Applicant's Request & Background

The applicant has requested to amend the North BB Creek Planned Development (Ordinance 2022-20) to comply with TXDoT regarding access into the proposed subdivision off of Carlos G. Parker Boulevard. The previously approved master plan with access off of Carlos G. Parker Blvd. was ultimately denied by TXDoT and therefore required a redesign by the City's urban design consultant to relocate the access point of the subdivision to comply with TXDoT.

### Location

The subject property is generally located along the south right-of-way of N.W. Carlos G. Parker Blvd., directly across from the existing Crossroads Assembly of God church. The subject property abuts The Grove at Bull Creek which is a residential subdivision to the south and west, and an approved rezoning and Future Land Use map amendment has been granted for the Trenton Village mixed-use subdivision to the east.

### Physical and Natural Features:

The subject property is vacant of preexisting structures and encompasses a section of Bull Branch creek along the western boundary. Commonly areas inundated by the floodplain should not encourage development. An initial review has organized the layout of the proposed development and open space has been identified to contain the designated floodplain by FEMA. Preliminary design review has identified approximately 3.35 acres to dedicate as open space/green space

## Growth Sector Designations:

The current Growth Sector is Infill Neighborhood Sector, which consists of areas within the city that are already developed and served by infrastructure. Infill development is encouraged to generally match the character of the existing development while allowing for incremental increases in density. Growth policies should encourage the development or redevelopment of these areas as compact residential and mixed-use development. Additionally, there is a part of the subject property that is designated as Reserved Open Sector which is land that may not yet be protected but is valuable as open space. These areas would include land within floodplain and/or floodway.

## Future Land Use and Zoning Designations:

The subject property was assigned the Future Land Use designation of Neighborhood Infill. These areas represent existing developed areas in Taylor that have access to existing streets and utility infrastructure. Infill development is anticipated to fill in vacant and underutilized lots within the City of Taylor. These areas are anticipated to accommodate a slight increase in density with the inclusion of accessory dwelling units and missing middle housing such as smaller lots, townhomes, and additional corner units. In addition to housing infill neighborhoods accommodate smaller neighborhood-oriented retail and services.

The surrounding properties are:

| Direction | Zoning District | Growth Sector | Future Land Use | Existing Land Use |
|---|---|---|---|---|
| **North** | B-1 (Local Business) | Infill Neighborhood Sector G-4 | Neighborhood Infill | Church and Vacant Agricultural Land |
| **South** | R-1 (Single Family)/RPD (Residential Planned Development) | Infill Neighborhood Sector G-4 | Neighborhood Infill | Single-Family Homes |
| **East** | MF-1 (Multi-Family)/RPD | Infill Neighborhood Sector G-4 | Neighborhood Infill | Vacant Agricultural Land |
| **West** | B-1 (Local Business) & RPD | Infill Neighborhood Sector G-4 | Neighborhood Infill | Single-Family Homes |

## Transportation

The subject property gains access off Carlos G. Parker Boulevard with a revised subdivision access approved by TXDoT.

The subject property is located along Carlos G. Parker Blvd., which is classified as an Enhanced Community Boulevard with Priority Multimodal facilities. Community Boulevards are the primary routes connecting major areas of the city and are commonly moderate to high-speed streets that may be constructed in two, four, or six lane sections. Preliminary designs have articulated internal roadways to create a clear circulation route and proposed connectivity via pavement and trail to the neighboring subdivision to the east are proposed.

## Utilities

The subject property is located within the City's service area for water and wastewater. An active 24-inch waterline exists on the north side of Carlos G. Parker Blvd and a 15-inch wastewater main exists along the western boundary of the subject property. It is anticipated that there is adequate capacity to serve the subject property currently.

## Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property were notified of the zoning map amendment request. Twelve (13) notices were mailed to the property owners and a legal notice advertising the public hearing was placed in the Taylor Press on Sunday, August 27, 2023.

## Staff Analysis

The request to amend the North BB Creek Planned Development (Ordinance 2022-20) from Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) to Single-Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) is consistent with the Ordinance 2022-20 with minor changes in street alignment and access to property.

The request to change the zoning for the subject property continues to be in line with the goals of the Comprehensive Plan.

## Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested amendment.

## Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for rezonings and recommends to City Council either in favor of or opposition to each request. In determining a recommendation on a rezoning request, the Planning and Zoning Commission members consider the following factors:

**Is the rezoning consistent with the Comprehensive Plan?**

- The rezoning request is consistent with the Comprehensive Plan. As mentioned previously in the report, the proposed rezoning is appropriate for the Neighborhood Infill Land Use designation.

**Is the rezoning compatible with the surrounding area?**

- The rezoning is compatible with the surrounding area as most of the area is vacant land, single family resident (The Grove), or early phases of various multi-family and commercial developments (Trenton Village).

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

- Staff analysis determined that the rezoning of the subject property will promote public health, safety, and the general welfare. In addition, the Planning Principles and Policy Guide in the Comprehensive Plan aim to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development.

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

- Adequate public facilities are directly available, and no utility extensions will be required for any future development.

**Do current conditions indicate that a rezoning is necessary?**

- Conditions do indicate that a rezoning is necessary to address new subdivision access, and street alignments. The Residential Planned Development would permit the applicants to vary the lot sizes, widths and incorporate other types of residential development to capitalize on the location and size of the property.

**Attachments:**

1. Letter of Intent from Applicant
2. Location Map
3. Zoning Map
4. Growth Sectors Map
5. Future Land Use Map
6. Notification Map
7. Ordinance 2023-46
    a. Exhibit "A" Survey
    b. Exhibit "B" Proposed Master Plan & PD Standards
    c. Exhibit "C" Proposed Zoning Map
8. PZ-2023-1756 PowerPoint Presentation

Carlos Parker PD Amendment Request
Intent and Statement

Existing Site Conditions and Surrounding area uses:

The site consists of a 7.604-acre lot that is currently undeveloped and located along FM 397 locally addressed as Carlos G. Parker Boulevard.

The site is bordered to the east by properties recently zoned Multifamily (MF) and General Business (B-1) under a planned development. To the immediate west and South is a floodplain area zoned “A” identified on the most recent FEMA firmettes 48491C0530F, 48491C0531F and 48491C0533F dated 12/20/2019.

Intent of Requested Amendment to the Zoning District R-1 /RPD:

It is the intent of the property owner that the project will remain of the same design, with the MF base zoning to provide medium density residential attached (townhome), duplex, and single family uses on individual lots in a compact neighborhood environment to create the opportunity to preserve as much natural elements and work in coordination with adjacent developments.

The purpose and intent of the amendment request is due to access into the property from FM 397 (Carlos G. Parker Blvd). Engineering consultants for this project have met with the Texas Department of Transportation (TxDOT) and it has been determined that the driveway must be relocated along FM 397 as seen in the attached plan. There will be a right turn lane required into the property for a distance of 505’-0” and a right in-right out for traffic leaving the planned development. The originally approved driveway is to remain for fire access only.

Changes to the access will additionally impact the right of way (ROW) planned and previously approved under Ordinance 2022-20 for the interior of this lot. It is with this submission and the request of the property owner that further revision be completed by Michael Watkins Architecture LLC to accommodate the shift of the driveway along Carlos Parker Parkway and the changes necessary to the interior of the planned development.

The contact for the proposed planned development is Diane Bernal. She can be reached at dianejbernal@gmail.com or by phone at 512-215-1433.

Gmail **Diane Bernal <dianejbernal@gmail.com>**

# Fwd: Project PZ-2023-1664 - Revisions/Documents Required Notification

**Shiva Shankar** <sshankar@paradise-engineers.com> Fri, May 5, 2023 at 2:30 PM
To: Hari Kuppuraj <hari@trivikbuilders.com>, Diane Bernal <dianejbernal@gmail.com>
Cc: Sam Dehaybi <sdehaybi@paradise-engineers.com>, Kumar Savitala <kumarsavitala@gmail.com>

Good afternoon Hari and Diane,

Please see attached for the draft location of the new driveway and the 505' right turn lane.

Here is a brief synopsis of our discussion with TXDOT:

- All commercial driveways will require a right turn lane
  - Due to the speed limit of this roadway, the required right turn lane is 505'. We are currently working on determining if the future speed would be reduced due to future roadway improvements and possibly reduce our right turn lane length.
  - Due to the location of the existing bridge crossing and associated guardrails (east of our property), the driveway will have to be relocated to the western side of the property, in order to accommodate the right turn lane.
- Additionally, due to the number of trips generated a left turn lane is also required for this development. However, Hari requested a Right- In & Out driveway to avoid the left turn lane requirements.
- Furthermore, Hari wanted to design the driveways as a shared access driveway with the adjacent property to the east. This has yet to be approved by the adjacent property owner or the City.
- Due to the change in driveway location, the entire site plan will now have to be updated and will have to go through a PPD zoning amendment.
- The original driveway will be used only for fire access (to be determined by the City).

These are the main points that were discussed in our meeting.

Please let us know what else you need to get the PDD revised and we can also jump on a quick zoom call to discuss further.

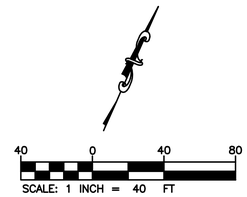
Thank you,

**Shiva Shankar, P.E. | Founder**
**Cell: (919) 917-6675**
**Email: sshankar@paradise-engineers.com**
**Website: www.Paradise-Engineers.com**
PARADISE ENGINEERS

[Quoted text hidden]

**2023.05.05 - Taylor North Townhomes - DRAFT Driveway.pdf**
1803K




PARADISE ENGINEERS

NYO@PARADISE-ENGINEERS.COM WWW.PARADISE-ENGINEERS.COM TBPE FIRM NO. F-2417

REVISIONS

| REVISION | DESCRIPTION | DATE |
|---|---|---|
| 0 | DRAFT CONCEPT PLAN | MAY 5, 23 |

# SITE PLAN

TAYLOR NORTH BB CREEK TOWNHOUSES
CARLOS G. PARKER BOULEVARD
CITY OF TAYLOR, WILLIAMSON COUNTY, TX

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725 ON MAY 26 2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

811 Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

| DESIGN | DRAWN | CHKD |
|---|---|---|
| SS | SS | MSD |

JOB No. 2023033

SHEET 1 OF 1

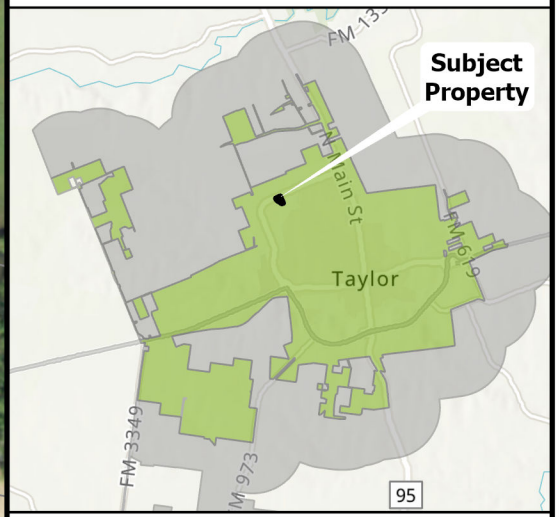
PRELIMINARY NOT FOR CONSTRUCTION




# PZ-2023-1756

**Generally located along NW Carlos G. Parker Blvd.**
**Approximately 7.60 acres**
**Planned Development (Rezone) Amendment**
**Location Map**

- Subject Property
- Parcels
- City Limits
- Streets

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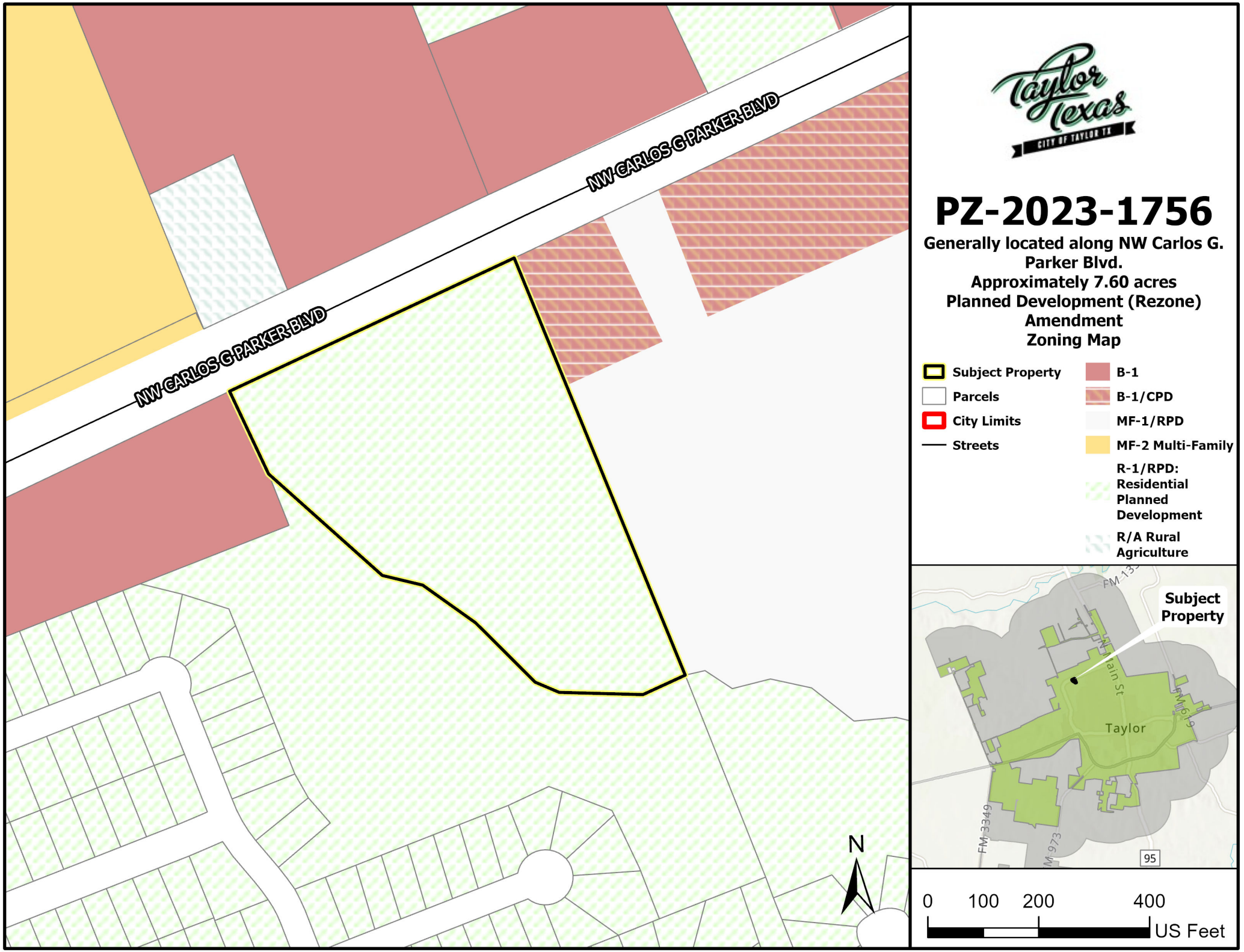
US Feet


NW CARLOS G PARKER BLVD
NW CARLOS G PARKER BLVD
N
PZ-2023-1756
Generally located along NW Carlos G. Parker Blvd.
Approximately 7.60 acres
Planned Development (Rezone) Amendment
Zoning Map
Subject Property
Parcels
City Limits
Streets
B-1
B-1/CPD
MF-1/RPD
MF-2 Multi-Family
R-1/RPD: Residential Planned Development
R/A Rural Agriculture
Subject Property
FM 13
N Main St
FM 619
Taylor
FM 3349
FM 973
95
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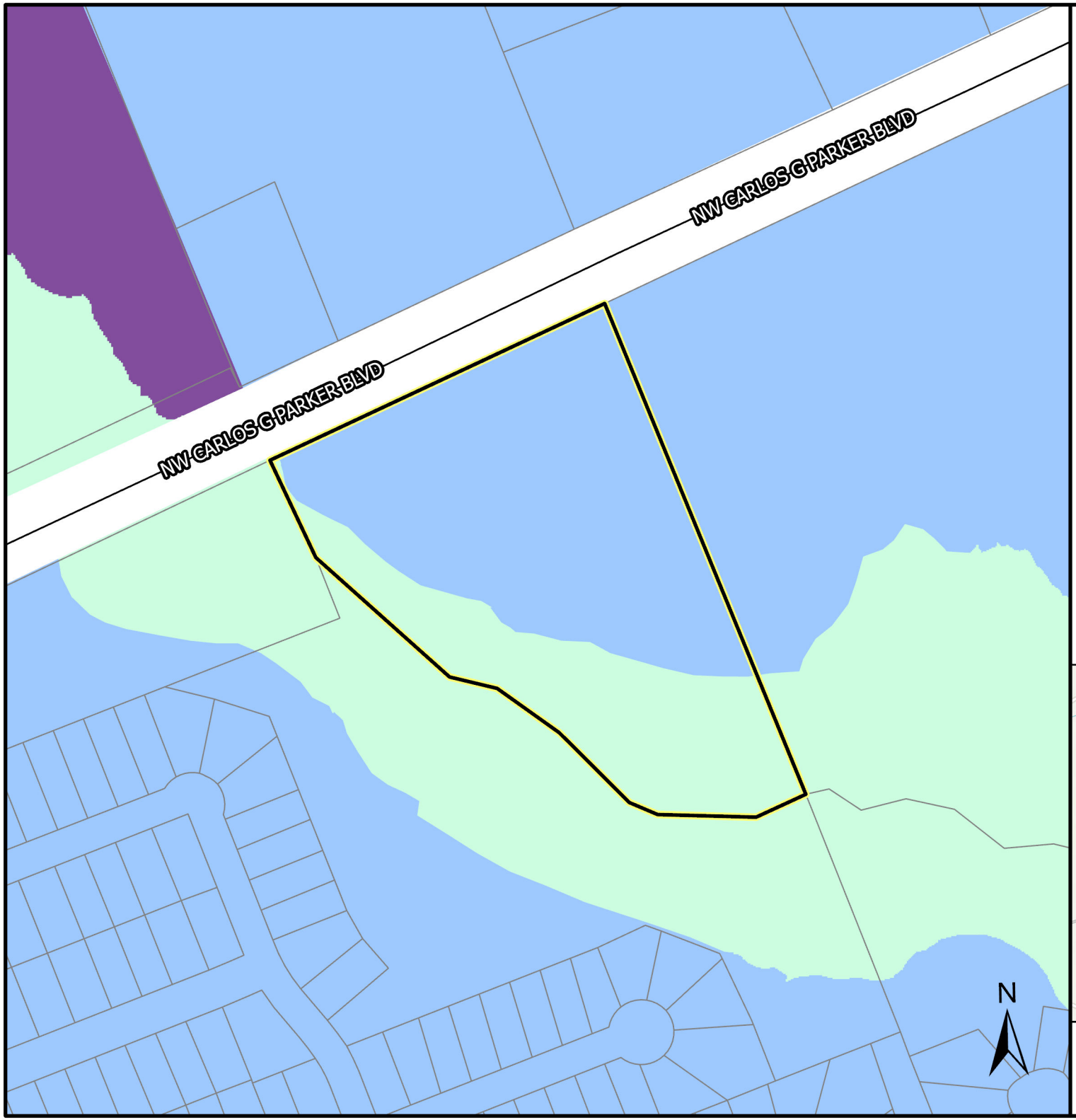
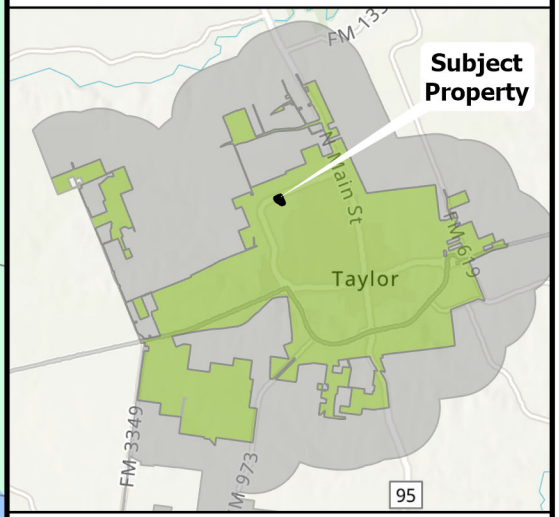
100
200
400
US Feet




# PZ-2023-1756

**Generally located along NW Carlos G. Parker Blvd.**
**Approximately 7.60 acres**
**Planned Development (Rezone) Amendment**
**Growth Sector Map**

- Subject Property
- Parcels
- City Limits
- Streets
- Reserved Open Sector (O-2)
- Intended Growth Sector (G-3)
- Infill Neighborhood Sector (G-4)

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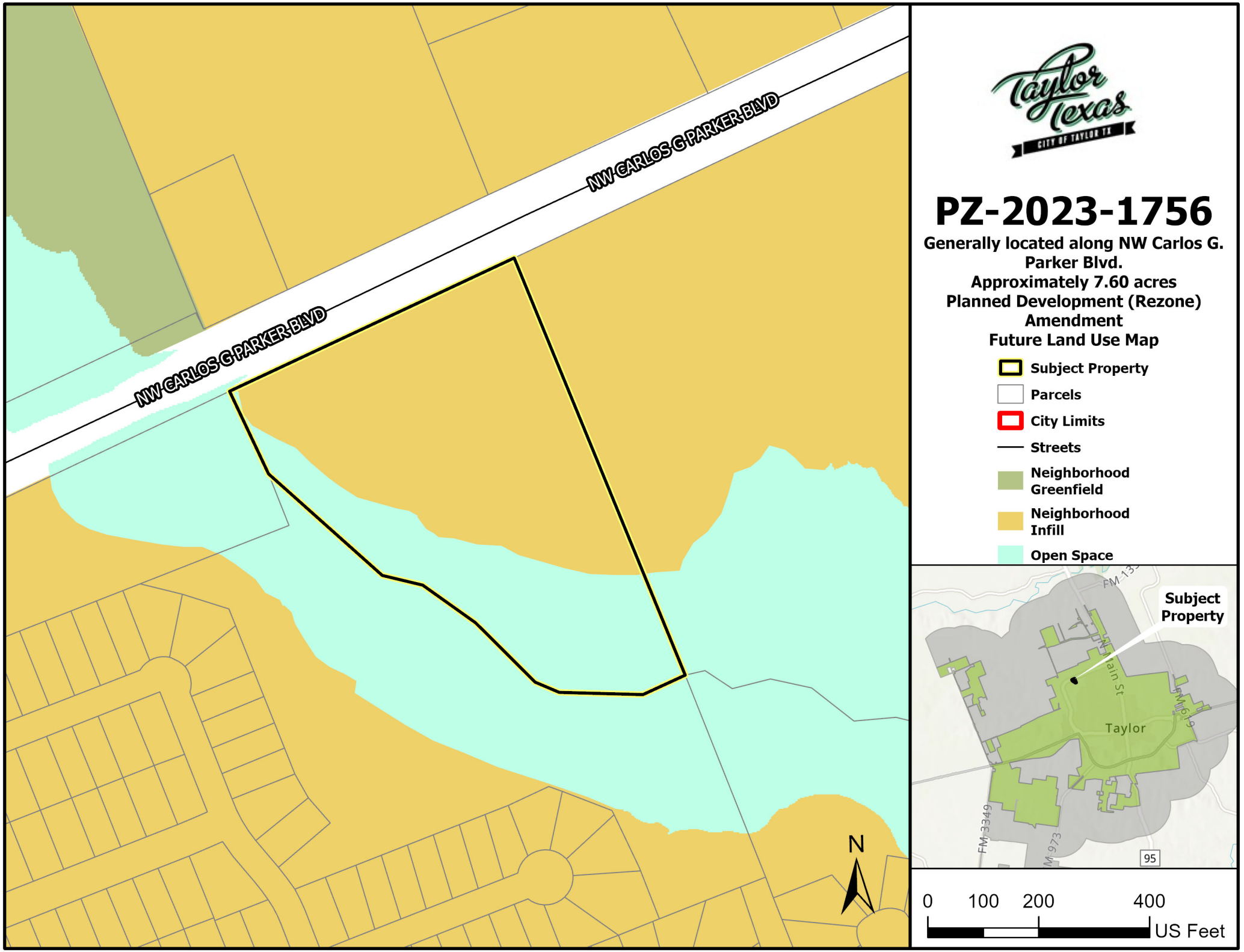
NW CARLOS G PARKER BLVD
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Taylor Texas
CITY OF TAYLOR TX
PZ-2023-1756
Generally located along NW Carlos G. Parker Blvd.
Approximately 7.60 acres
Planned Development (Rezone) Amendment
Future Land Use Map
Subject Property
Parcels
City Limits
Streets
Neighborhood Greenfield
Neighborhood Infill
Open Space
Subject Property
FM 13
N Main St
FM 619
Taylor
FM 3349
FM 973
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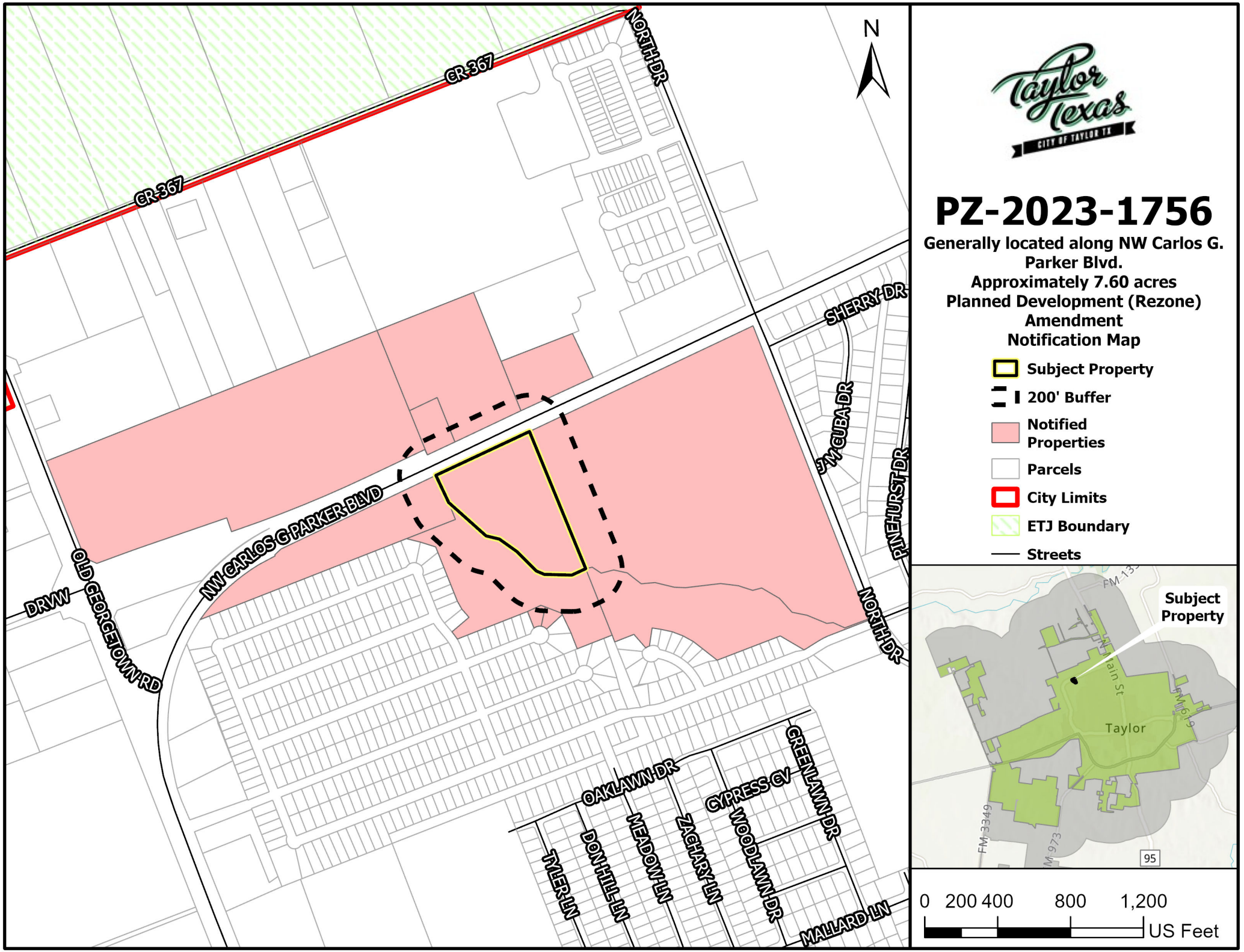

N
CR 367
CR 367
NORTH DR
SHERRY DR
J M CUBA DR
PINEHURST DR
NORTH DR
NW CARLOS G PARKER BLVD
OLD GEORGETOWN RD
DRW
OAKLAWN DR
CYPRESS CV
GREENLAWN DR
WOODLAWN DR
MEADOW LN
ZACHARY LN
DON HILL LN
TYLER LN
MALLARD LN
PZ-2023-1756
Generally located along NW Carlos G. Parker Blvd.
Approximately 7.60 acres
Planned Development (Rezone) Amendment
Notification Map
Subject Property
200' Buffer
Notified Properties
Parcels
City Limits
ETJ Boundary
Streets
Subject Property
Taylor
FM 3349
95
0 200 400 800 1,200
US Feet

**ORDINANCE NO. 2023-46**

**AN ORDINANCE REPEALING AND REPLACING NORTH BB CREEK PLANNED DEVELOPMENT, ORDINANCE 2022-20, CONSISTING OF APPROXIMATELY 7.60 ACRES OF LAND LOCATED ALONG THE SOUTH RIGHT-OF-WAY OF N.W. CARLOS G. PARKER BOULEVARD AND NORTH DRIVE, MORE PARTICULARLY DESCRIBED BY WILLIAMSON COUNTY APPRAISAL DISTRICT PARCEL R018638, PART OF AND OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65, TAYLOR, WILLIAMSON COUNTY, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.**

**WHEREAS**, the Taylor City Council conducted a public hearing on September 28, 2023, to consider the request made by the applicant, whose property is legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to repeal and replace the approve North BB Creek Planned Development for the Property consisting of approximately 7.60 acres from Single Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD) to Single Family Residential Zoning District with a Residential Planned Development Overlay (R-1/RPD); and

**WHEREAS**, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 12, 2023, to consider the zoning request, and recommended approval to the City Council; and

**WHEREAS**, the City Council, after the public hearing, approved the request to repeal and replace the approved North BB Creek Planned Development for the Property with the new North BB Creek Amendment Residential Planned Development.

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

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

**SECTION 2**. The North BB Creek Planned Development (Ordinance 2022-20) is repealed and replaced by North BB Creek Amended Planned Development on approximately 7.60 acres of Single Family Zoning District with a Residential Planned Development Overlay (R-1/RPD).

**SECTION 3**. The Official Zoning map of the City of Taylor, Texas, will show the Property as approximately 7.60 acres of Single Family Zoning District with a Residential Planned Development Overlay (R-1/RPD) as shown in Exhibit "B" attached hereto for all purposes.

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

DRAFT

**SECTION 5.** Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

**SECTION 6.** In accordance with Article VIII of the City Charter, Ordinance 2023-46 was introduced before the Taylor City Council on the 28th day of September 2023.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2023.

_____
Brandt Rydell, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

_____
Mark Schroeder,
City Attorney

DRAFT

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-46, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2023, 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 _____ 2023.

_____
Dianna McLean
City Clerk

DRAFT

**EXHIBIT A**

**(Legal Description/Survey)**

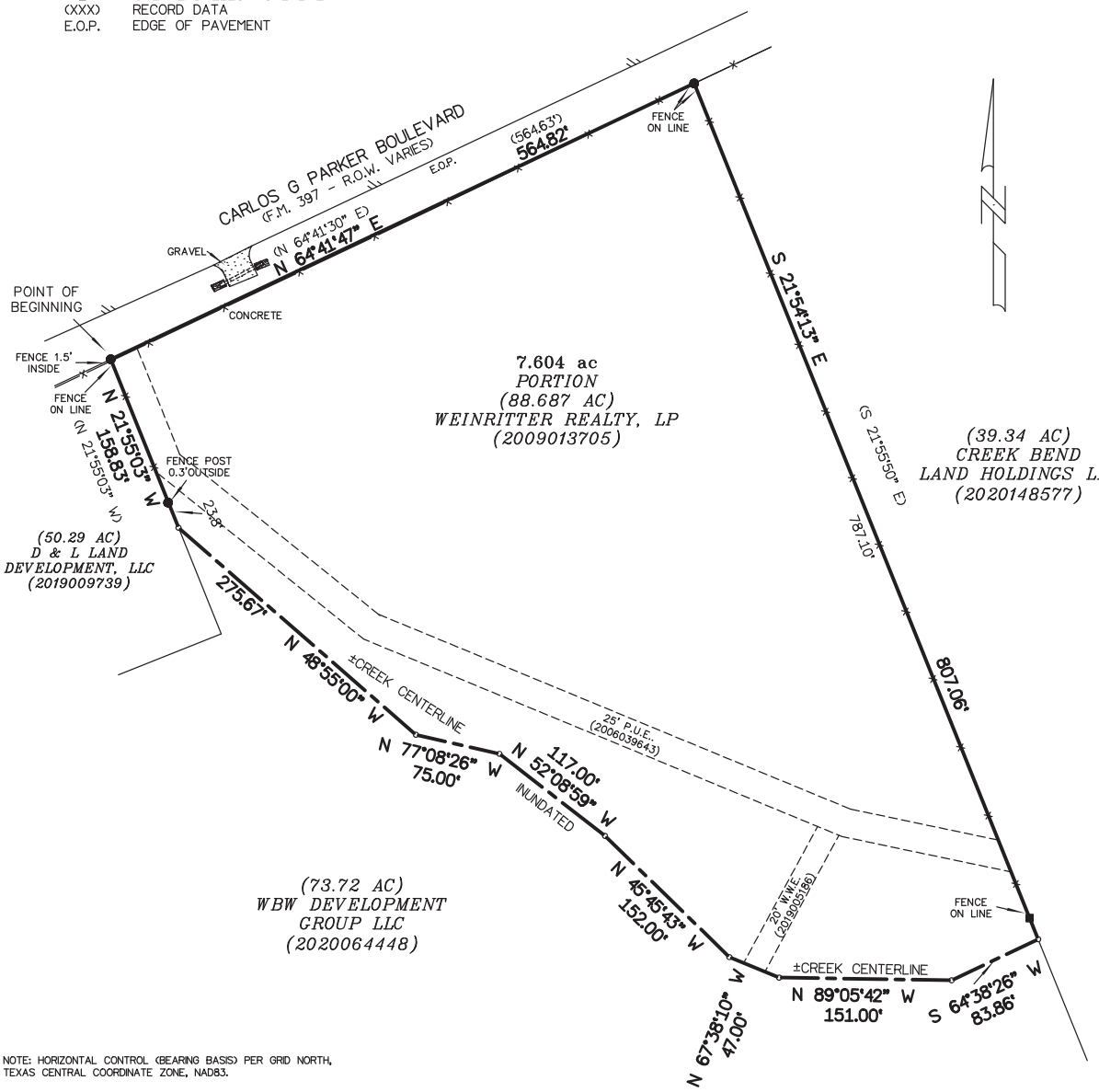
DRAFT

## LEGEND

- IRON ROD FOUND
- MONUMENT FOUND
- FENCE POST
- INUNDATED POINT
- POWER POLE
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE
- —X— WIRE FENCE
- —E— OVERHEAD ELECTRICAL LINE
- (XXX) RECORD DATA
- E.O.P. EDGE OF PAVEMENT

100 0 100 200

ORIGINAL SCALE: 1" = 100'




NOTE: HORIZONTAL CONTROL (BEARING BASIS) PER GRID NORTH, TEXAS CENTRAL COORDINATE ZONE, NAD83.

NOTE: THIS PROPERTY IS SUBJECT TO:
-RESTRICTIVE COVENANTS AND ANY EASEMENTS, EASEMENT RIGHTS EXCEPTIONS AND/OR RESERVATIONS (2009013705)
-15' PIPE LINE EASEMENT CENTERED ON THE WATER LINE AS INSTALLED TO JONAH WATER SUPPLY CORP (564/61)

FLOOD NOTE:
THE SUBJECT PROPERTY IS LOCATED IN ZONE AE AND IS WITHIN THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) PANEL NO. 48491C 0530 F DATED DEC 20, 2019.
WARNING: THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY, DOES NOT INDICATE WHETHER OR NOT THE SUBJECT PROPERTY DOES OR DOES NOT FLOOD AND IS NOT TO BE CONSIDERED AS ANY TYPE OF DEVELOPMENT AUTHORIZATION OR FLOOD TYPE STUDY.

TO THE OWNERS AND LIENHOLDERS:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT AN ON THE GROUND SURVEY WAS THIS DAY MADE OF THE PROPERTY AS DESCRIBED HEREON AND IS CORRECT, WITH DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AS SHOWN HEREON. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND IS SUBJECT TO ANY EASEMENTS HERETOFORE GRANTED, NOT RELEASED AND NOT SHOWN HEREON.

STATE OF TEXAS · REGISTERED · C. RICHARD RALPH · 4758 · PROFESSIONAL LAND SURVEYOR

06/25/2021
DATE

REGISTERED PROFESSIONAL LAND SURVEYOR


RICHARD RALPH
PROFESSIONAL LAND SURVEYOR

REG. PROFESSIONAL LAND SURVEYOR 4758
PH: (512) 303-0952 116 TAHITIAN DRIVE
PROFLNDSUR@AOL.COM BASTROP, TEXAS 78602


REFERENCE: WEINRITTER REALTY, LP

PROJECT: 7.604 ACRES OF LAND OUT OF THE WILLIAM J. BAKER SURVEY, ABSTRACT 65 IN WILLIAMSON COUNTY, TEXAS -METES AND BOUNDS DESCRIPTION PREPARED HEREWITH-

DRAWN: CRR DATE: 06/25/2021 PROJECT NO.: 21028
CHECKED: CRR REVISED: FIELD BOOK: 177/54

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# North BB Creek Townhouses

## Taylor, Texas


**A: BACKGROUND**

Regional Context ..... A.1
Site Context ..... A.2
Constraints ..... A.3
Applicant's Proposal ..... A.5

**B: MASTER PLAN**

Alternate Proposal ..... B.1

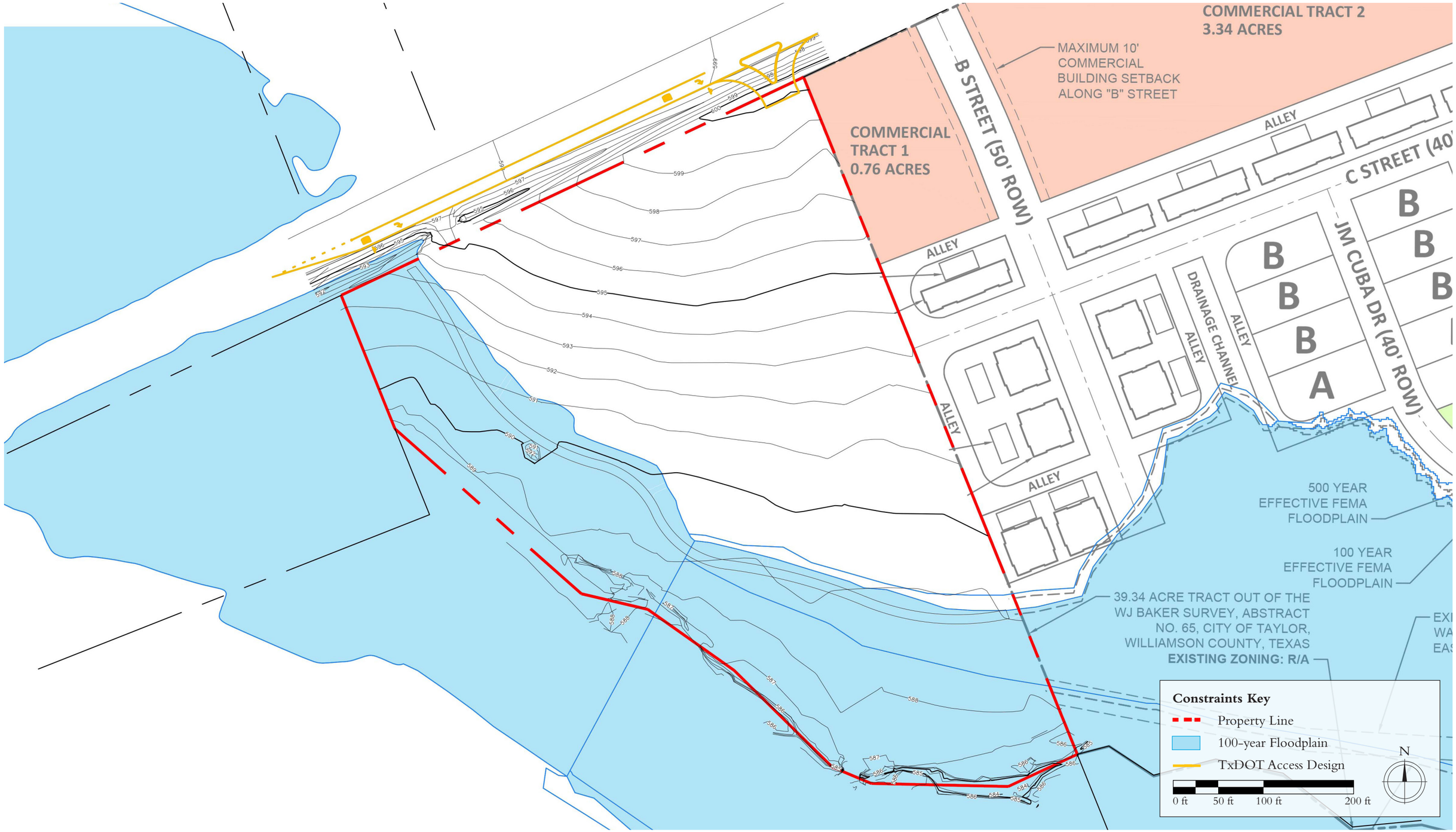
**C: APPENDIX**

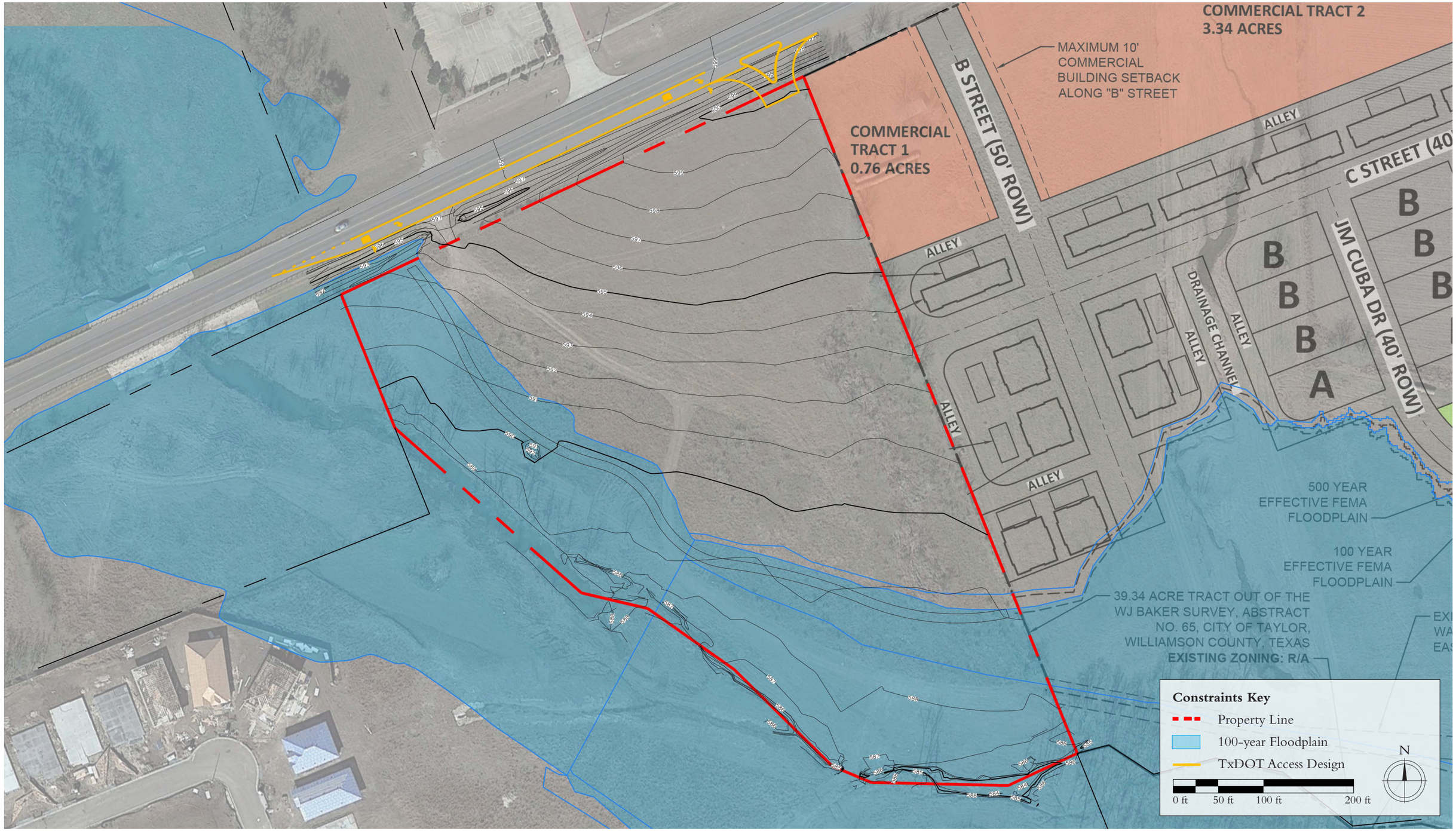
Applicant's Architecture ..... C.1
Charrette Plan ..... C.2





NORTHSIDE
TRIBUTE /
TAYLOR 70
CROSSROADS
ASSEMBLY OF
GOD CHURCH
TRENTON
VILLAGE
North Drive
Carlos G. Parker Boulevard
N
0 ft
125 ft
250 ft
500 ft


COMMERCIAL TRACT 2
3.34 ACRES
MAXIMUM 10'
COMMERCIAL
BUILDING SETBACK
ALONG "B" STREET
COMMERCIAL
TRACT 1
0.76 ACRES
B STREET (50' ROW)
ALLEY
C STREET (40'
JM CUBA DR (40' ROW)
DRAINAGE CHANNEL
B
A
500 YEAR
EFFECTIVE FEMA
FLOODPLAIN
100 YEAR
EFFECTIVE FEMA
FLOODPLAIN
39.34 ACRE TRACT OUT OF THE
WJ BAKER SURVEY, ABSTRACT
NO. 65, CITY OF TAYLOR,
WILLIAMSON COUNTY, TEXAS
EXISTING ZONING: R/A
Constraints Key
Property Line
100-year Floodplain
TxDOT Access Design
N
0 ft
50 ft
100 ft
200 ft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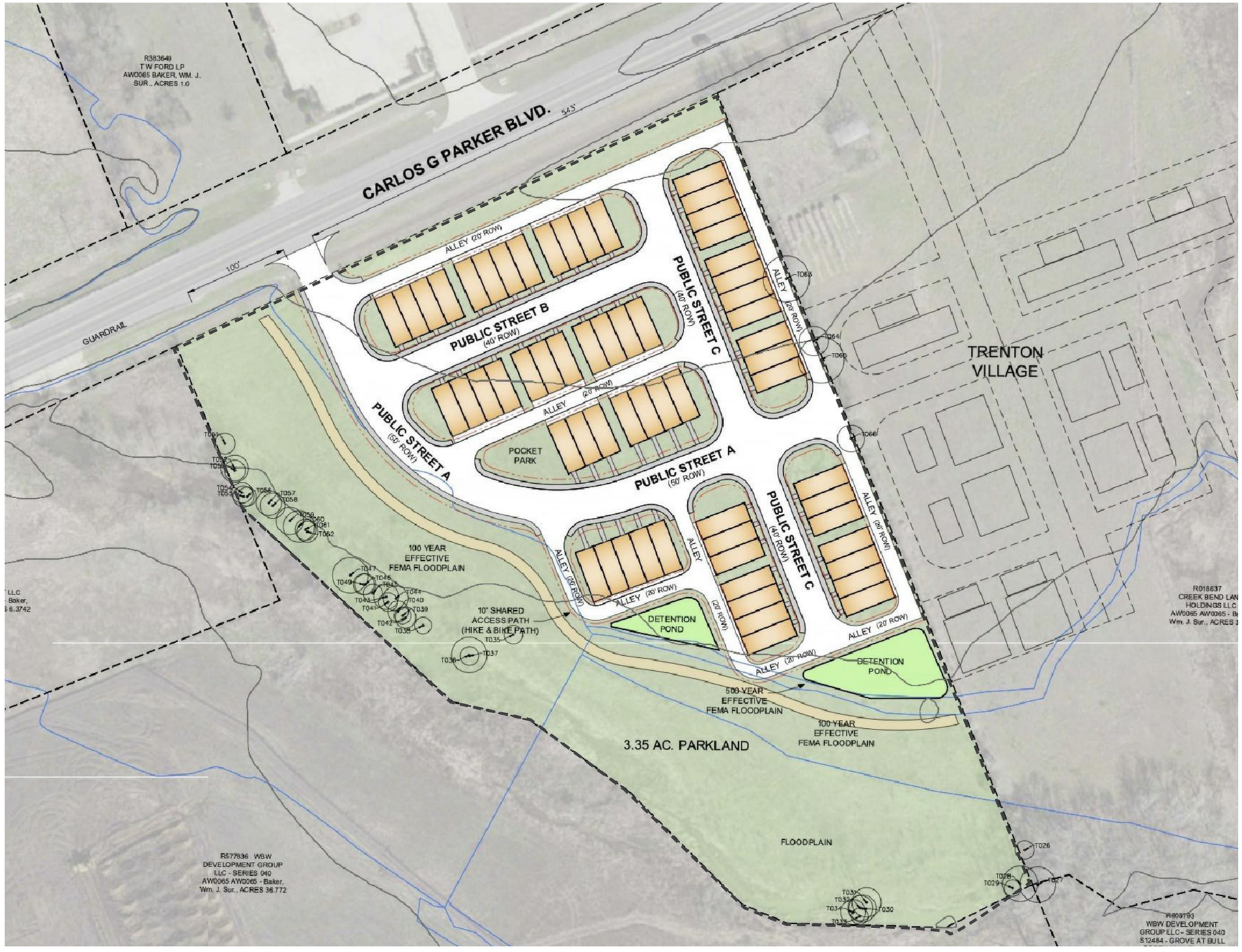
EXISTING ZONING: R/A
Constraints Key
Property Line
100-year Floodplain
TxDOT Access Design
N
0 ft
50 ft
100 ft
200 ft




| Applicant's Proposal | |
|---|---|
| 20' Townhouses | 60 Units |
| **Total** | **60 Units** |

| Pavement | |
|---|---|
| Asphault Coverage | 66,400 sq ft |

**Observations**

1. As shown, lots are too narrow to accomodate two-car garages of 20'.
2. As shown, lots are too shallow to accomodate the proposed architecture.
3. As shown, streets and alleys exist within the 500-year effective FEMA floodplain.
4. Garage door placement does not allow sufficient turning radius.
5. Units are all the same type. A mix is preferred.

N

0 ft 50 ft 100 ft 200 ft




## MASTER PLAN KEY

- Property Line
- R.O.W. Line
- Property Lines
- Paved Multi-use Trails
- 100-year Floodplain
- Proposed Stormwater Pond
- Green Space
- Private Lot
- 16' Townhouse
- 22' Townhouse or Detached House
- Civic Structure

## PROGRAM

### Applicant's Proposal

| | |
|---|---|
| 20' Townhouses | 60 Units |
| **Total** | **60 Units** |

### Assumptions

| | |
|---|---|
| Townhouse Lot Size (2-Car Garage) | 22' x 60' |
| Townhouse Lot Size (1-Car Garage) | 16' x 60' |
| Detached House Lot Size | 27' x 60' |
| Parking | 2 Spaces / Unit |

### Alternate Proposal

| | |
|---|---|
| 22' Detached Houses | 2 Units |
| 22' Townhouses | 20 Units |
| 16' Townhouses | 39 Units |
| **Total** | **61 Units** |
| **Difference** | **+1 Unit** |

### Parking

| | |
|---|---|
| Parking in Garages (on Private Lots) | 78 Spaces |
| Parking on Pads (on Private Lots) | 6 Spaces |
| Parking on Street | 45 Spaces |
| **Total Provided** | **123 Spaces** |
| **Total Required (2/Unit)** | **122 Spaces** |
| **Difference** | **+1 Space** |

N

0 ft 50 ft 100 ft 200 ft

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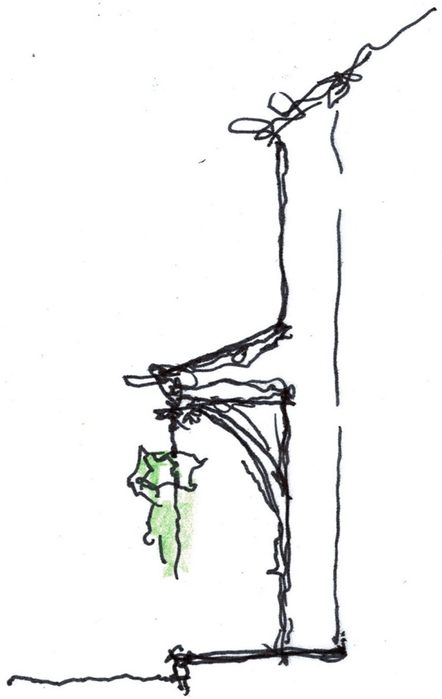



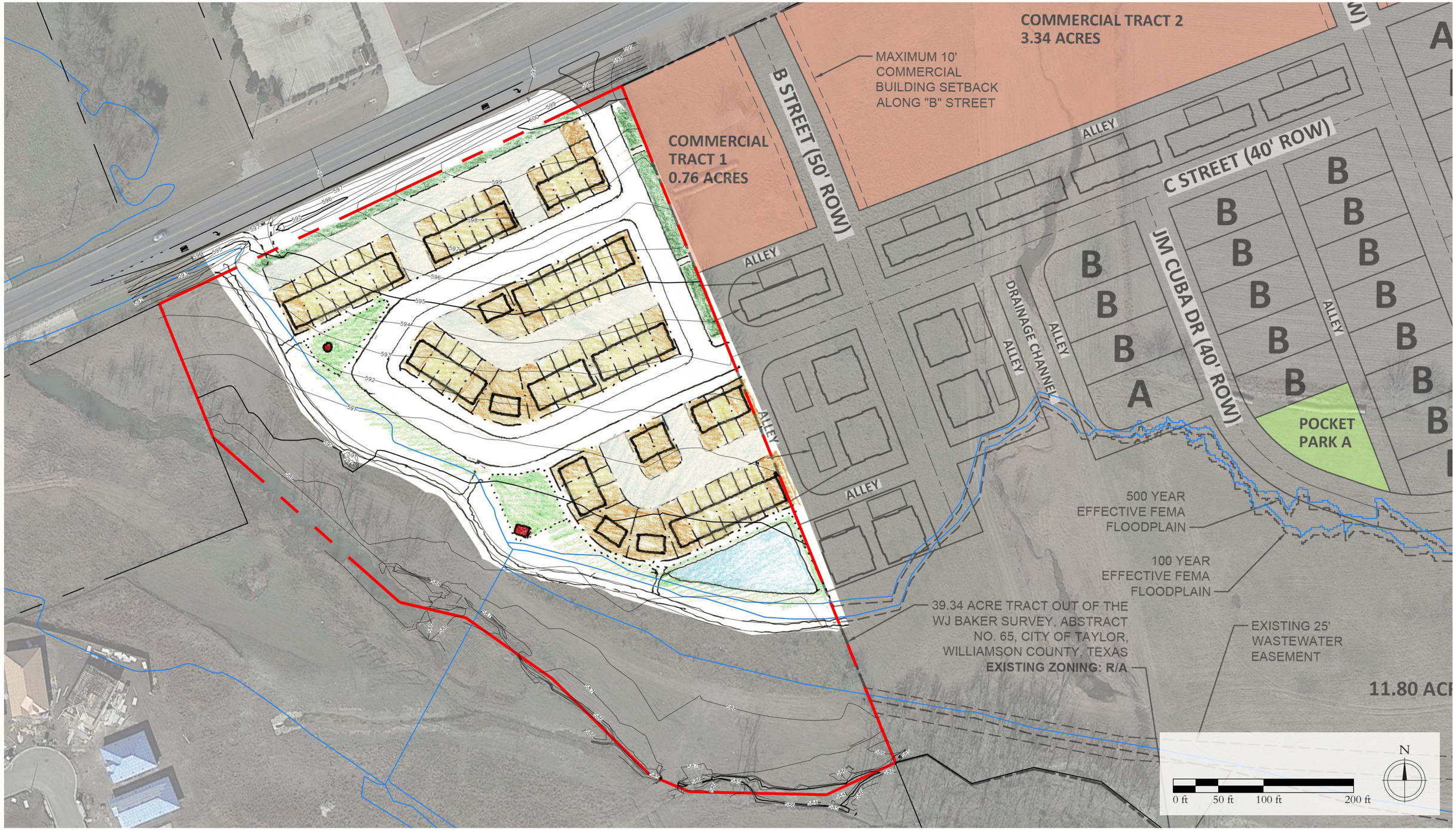
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BUILDING SETBACK
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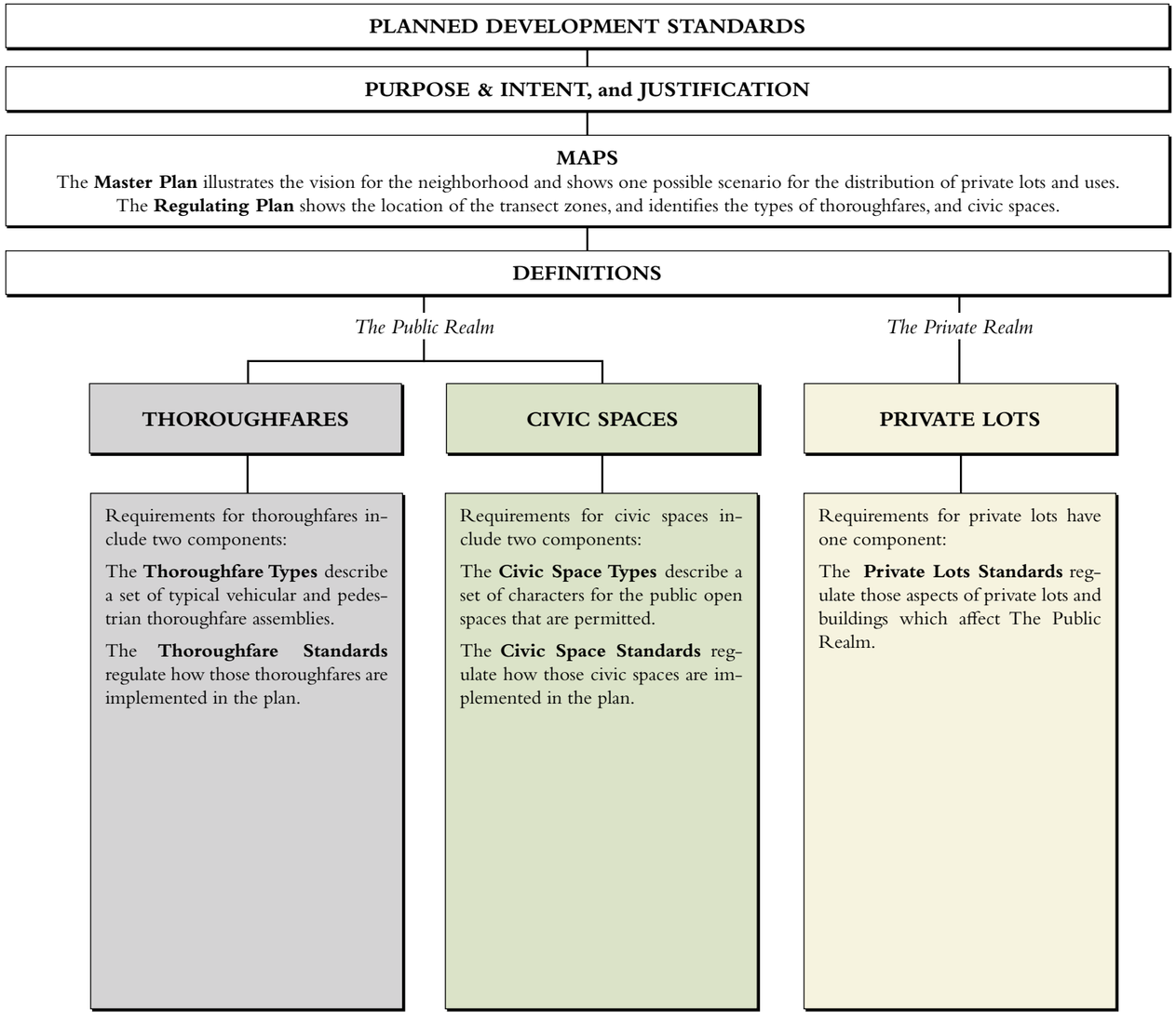
B STREET (50' ROW)
ALLEY
C STREET (40' ROW)
JM CUBA DR (40' ROW)
DRAINAGE CHANNEL
POCKET
PARK A
500 YEAR
EFFECTIVE FEMA
FLOODPLAIN
100 YEAR
EFFECTIVE FEMA
FLOODPLAIN
39.34 ACRE TRACT OUT OF THE
WJ BAKER SURVEY, ABSTRACT
NO. 65, CITY OF TAYLOR,
WILLIAMSON COUNTY, TEXAS
EXISTING ZONING: R/A
EXISTING 25'
WASTEWATER
EASEMENT
11.80 ACR
0 ft
50 ft
100 ft
200 ft
N




# A Master Plan For
# North BB Creek Townhouses
## Taylor, Texas

**PLANNED DEVELOPMENT STANDARDS**


Overview of PD Standards ..... 1
Purpose & Intent ..... 2
Regulating Plan ..... 3
Thoroughfares ..... 4
Civic Spaces ..... 6
Private Lots ..... 7
Diagrams ..... 10
Definitions ..... 13
Appendix ..... 15

## PURPOSE & INTENT

**The intent of these Planned Development (PD) Standards** is to enable a pedestrian-friendly design, with a fine-grained mix of civic spaces, thoroughfares, and residential unit sizes arranged to respect the adjacent floodway and seamlessly connect with the adjacent neighborhood. Good urban design takes pressure off of the architecture, allowing building designs to be simple and appropriate to the local context, in service of shaping a beautiful and pedestrian-friendly public realm.

**The proposed community** includes approximately 7 acres designed as a walkable community. The Regulating Plan allows flexibility within the parameters of the PD Standards.

**At the Scale of the Neighborhood:**

- The possibility of some commerical use is integrated into the design.
- The thoroughfare network connects with the adjacent community to disperse traffic.
- A variety of civic spaces (parks, greens, and plazas) is distributed throughout the neighborhood.
- A range of housing sizes are provided to accommodate a diversity of household types.

**At the Scale of the Block and the Building:**

- Buildings and landscaping contribute to the physical definition of thoroughfares and civic spaces.
- Architecture and landscape design should grow from climate, topography, history, and regional building practices.

## JUSTIFICATION

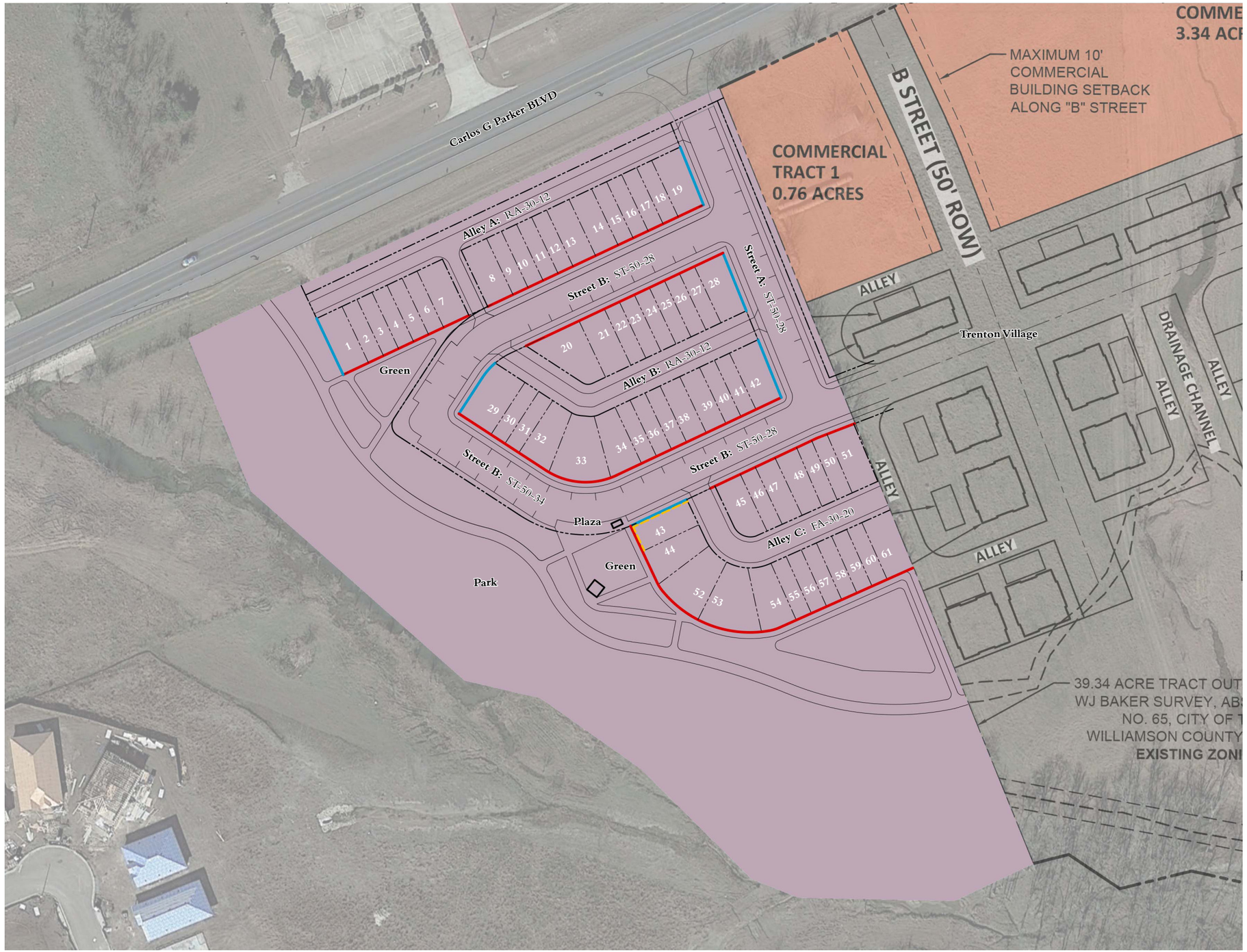
**The primary reason for requesting the zoning change** is to propose zoning and technical design standards to make the community as pedestrian- and bike-friendly as reasonably possible, while accommodating the necessary requirements of emergency access, trash collection, stormwater management and the like. This new community closely aligns with the City's long-term vision/goals and will help the City meet the ever growing demand for walkable communities.

## Additional Notes

1. All improvements to the community shall follow these PD Standards, including any approved variances adopted as part of the PD Standards. In the event of a conflict between the PD Standards and any otherwise applicable codes, including but not limited to the Building Code, ADA, life safety codes, and others, the conflict shall be brought to the attention of the land owner, the developer, and the City immediately for resolution.
2. The proposed plan and its details are subject to further refinement in later phases of the development process (i.e. preliminary plat, subdivision improvement plans, final plat, site development plan). Such refinements may require changes to the proposed thoroughfare pattern, thoroughfare sections, lot sizes, number of lots and units, among other items, however the changes must be consistent with the overall design intent represented in the conceptual plan. The base zoning district for the entire area of the Master Plan is R-1, as described in the Taylor Code of Ordinances.
3. It is the design purpose and intent not the "letter" of the PD Standards to which improvements should conform.
4. The PD Standards are typologically-based and thus represent the typical condition. It is expected that actual conditions will vary from the typical conditions shown. It is expected that the standards for the typical condition will be applied to the actual condition, and modified or refined in a reasonable manner that achieves the intent of the PD.
5. There are two types of deviations from these PD Standards: warrants and variances (*see Definitions*). Where no standard is included in these PD Standards, standards shall be determined by warrant. The correction of "scrivener's errors" within this document shall be handled by warrant.
6. Sources for various texts, definitions and illustrations include the Lexicon of the New Urbanism and SmartCode v9.2 by Andres Duany, et. al.




*A Typical Rural to Urban Transect, with Transect Zones*

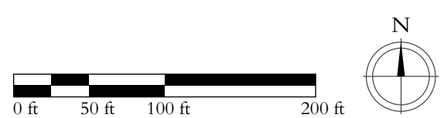


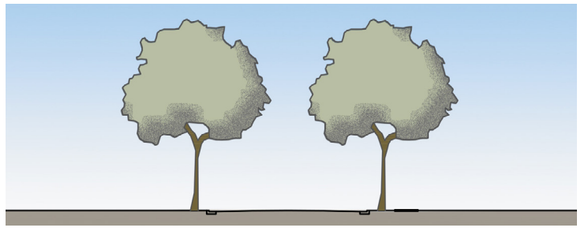

## Key

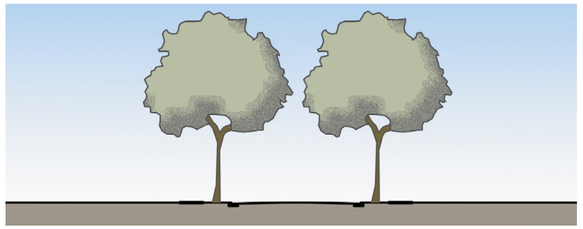
- T4: Neighborhood General Zone
- St. #: X-#-# Thoroughfare Number & Type (*See Thoroughfare Types*)
- ROW
- Lot Line
- Primary Frontage
- Secondary Frontage
- Potential Commercial Frontage

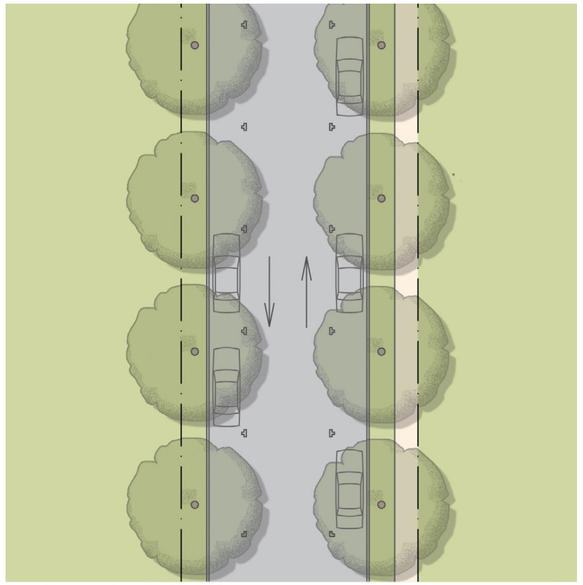
## Plan Notes

1. Street A is intended to connect to Carlos G. Parker Blvd., with the exact location of the connection and other required improvements to be coordinated with the Texas Department of Transportation (TxDOT).
2. Street B and the trail in the greenway are intended to connect to the property to the east, with the exact location of the connection to be coordinated with the adjacent property owner.
3. Alley A along Carlos G. Parker Blvd. shall be screened with overstory trees, living fence, fence, wall, or combination thereof that is a minimum of 8 feet in height and has 2-foot by 2-foot masonry piers every 8 feet.
4. The exact locations of alleys adjacent to other properties are to be determined at the preliminary plat phase, with coordination from the adjacent property owner(s).
5. The plaza south of Street B is intended as a paved Civic Space. Parking and the planting strip are omitted on the adjoining side of the street to create a clear view into the Green at the bend in the street (*see Civic Space Types*).





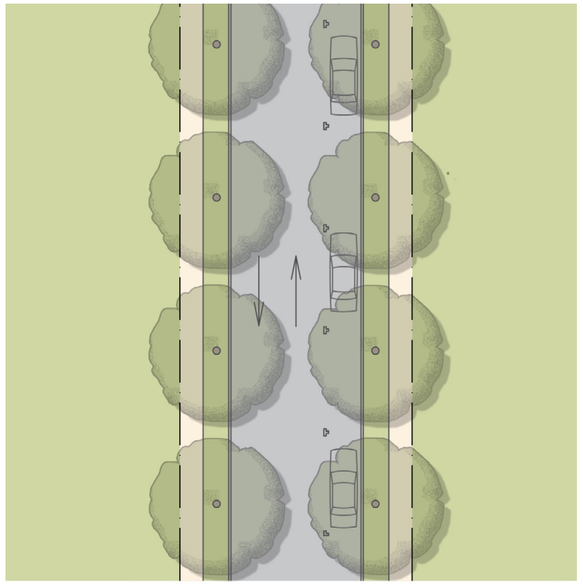





ST-50-34

| Street |
|---|
| 50 ft. ROW |
| 34 ft. Pavement |
| Slow Movement |
| Two-Way Traffic |
| Parking Both Sides |
| 12 ft. Curb Radius |
| Header Curb |
| 5 or 6 ft. Tree Lawn |
| Single Species, Allee, 30 ft. on center |
| 5 ft. Sidewalk One Side |
| 20 ft. Clear |

* Sidewalk along Park is not needed due to presence of trail.




ST-50-28

| Street |
|---|
| 50 ft. ROW |
| 28 ft. Pavement |
| Slow Movement |
| Two-Way Traffic |
| Parking One Side |
| 12 ft. Curb Radius |
| Header Curb |
| 6 ft. Tree Lawn |
| Single Species, Allee, 30 ft. on center |
| 5 ft. Sidewalk Both Sides |
| 20 ft. Clear |

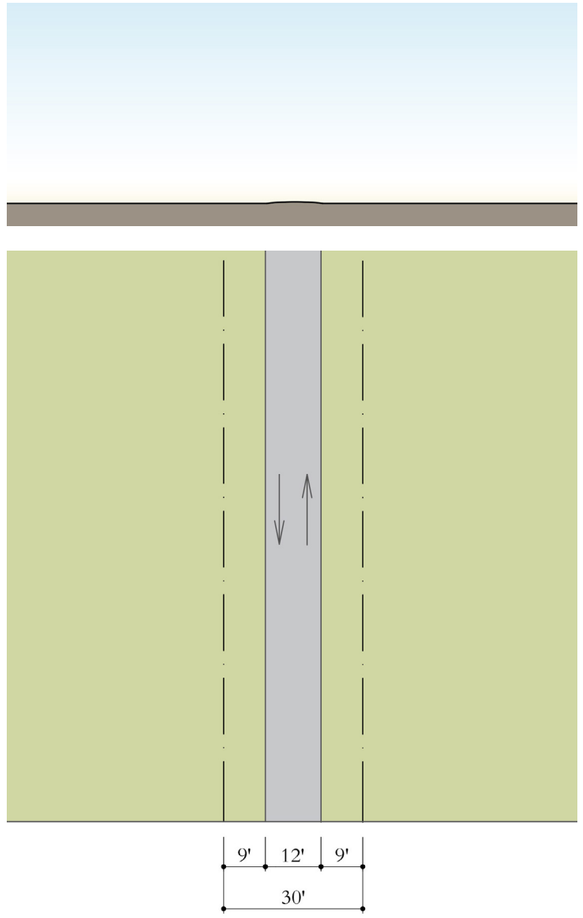
**Thoroughfare Type**
ST Street
RFL Rear Fire Lane

**Right-of-Way Width**

**Pavement Width**

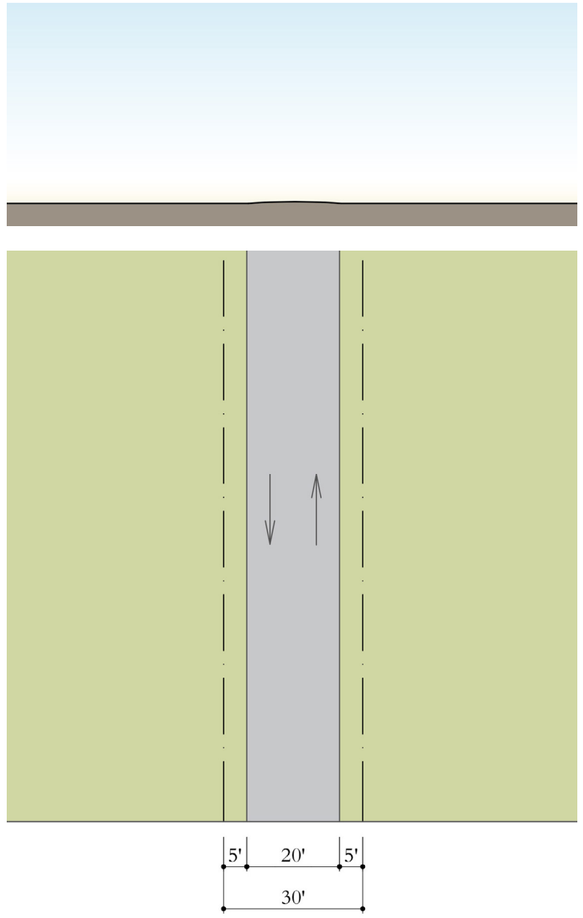
XX-#-#

| Thoroughfare Type |
|---|
| Right-of-Way or Easement Width |
| Pavement Width |
| Movement |
| Traffic Lanes |
| Parking Lanes |
| Pavement / Curb |
| Curb Type |
| Planter Type |
| Landscape Type |
| Walkway Type |
| Emergency Vehicle Access Route |
| Notes |




| RA-30-12 |
|---|
| Rear Alley |
| 30 ft. ROW |
| 12 ft. Pavement |
| Slow Movement |
| Two-Way Traffic |
| No Parking |
| 12 ft. Curb Radius; Apron at Street |
| Inverted |
| N/A |
| N/A |
| N/A |
| No |

This thoroughfare type shall be not be owned or maintained by the City of Taylor, and shall have a 30-foot public access and utility easement across its full length and width.




| FA-30-20 |
|---|
| Fire Alley |
| 30 ft. ROW |
| 20 ft. Pavement |
| Slow Movement |
| Two-Way Traffic |
| No Parking |
| 12 ft. Curb Radius; Apron at Street |
| Inverted Crown |
| N/A |
| N/A |
| N/A |
| 20 ft. Clear |

This thoroughfare type shall be not be owned or maintained by the City of Taylor, and shall have a 30-foot public access and utility easement across its full length and width.

**Thoroughfare Type**
ST Street
RFL Rear Fire Lane

**Right-of-Way Width**

**Pavement Width**

| XX-#-# |
|---|
| Thoroughfare Type |
| Right-of-way or Easement Width |
| Pavement Width |
| Movement |
| Traffic Lanes |
| Parking Lanes |
| Pavement / Curb |
| Curb Type |
| Planter Type |
| Landscape Type |
| Walkway Type |
| Emergency Vehicle Access Route |
| Notes |

## THOROUGHFARE STANDARDS

These Thoroughfare Standards supersede the provisions of Appendix C, Chapter 6, Table 5.2.1 and Section 5.5 of the Taylor Code of Ordinances and apply to all thoroughfares:

1. **Street Trees.**
   - The public frontage on both sides of each street shall include trees planted in a regularly-spaced allee pattern with shade canopies of a height that, at maturity, clears at least one story. All street trees shall be of the same species.
   - Street trees shall be Cedar Elm, Drake Elm, Bigtooth Maple, Chinquapin Oak, Monterey Oak, Red Oak, Texas Ash, Pecan, or other species approved by warrant.
   - Street tree spacing shall typically be as designated by Thoroughfare Type and adapted as needed for specific locations.
2. **Utility Easements.** Typically, water and sewer shall be provided in Primary Thoroughfares or Civic Spaces and other utilities shall be provided in Secondary Thoroughfares, with easements in these thoroughfares as required. Provision of utilities in easements on private lots shall be the exception and the location of last resort.
3. **Proposed Fire Apparatus Access.** This access, which may be provided by thoroughfares or civic spaces, shall be paved or otherwise structurally stabilized with a clear width of 20 feet and a 15-foot inside turning radius (*see Fire Apparatus Access Diagram*). Paving materials other than asphalt or concrete on fire apparatus access routes shall be subject to approval by the City.
4. **Carlos G. Parker Boulevard.** A sidewalk between 5 feet and 8 feet in width shall be provided adjacent to the ROW boundary, either within the ROW or within this property. A planting strip of 5 feet minimum width with street trees shall be provided adjacent to the sidewalk within this subject property, and may overlap with the buffer adjacent to Alley A (*see Regulating Plan*). Because Carlos G. Parker Blvd is a TxDOT ROW, improvements to it may be limited and would require coordination with TxDOT. The sidewalk along Carlos G. Parker Boulevard adjacent to this site shall connect to the trail in the greenway where it meets Carlos G. Parker Boulevard.
5. **Other Thoroughfare Standards.** Angled and offset intersections are acceptable if consistent with the Regulating Plan or minor adjustments therein. Maximum cul-de-sac length does not apply to alleys. Refer to the City of Taylor Engineering Manual and coordinate with the City Engineer.



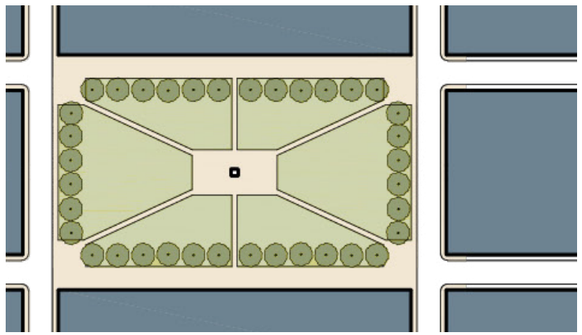
### Park

A large open area available for recreation, usually located at the neighborhood edge often with buildings at some or all of the perimeter, but not always. Its landscape may comprise paved paths and unpaved trails, some open lawn, trees, open shelters, ponds, and other natural features, all naturalistically disposed and requiring limited maintenance. A very large park serving as a corridor is a **greenway**.



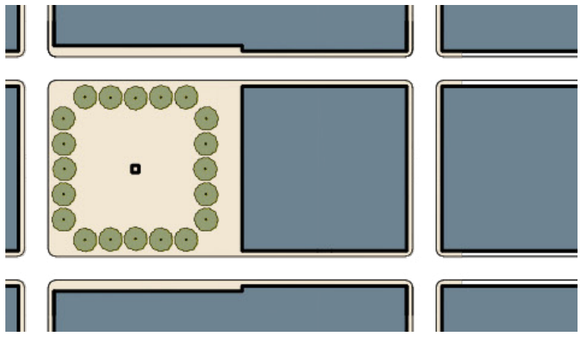
### Green

A medium-sized public space available for unstructured recreation, circumscribed by building facades, its landscape consisting mostly of grassy areas and trees, naturalistically disposed, and requiring only limited maintenance.



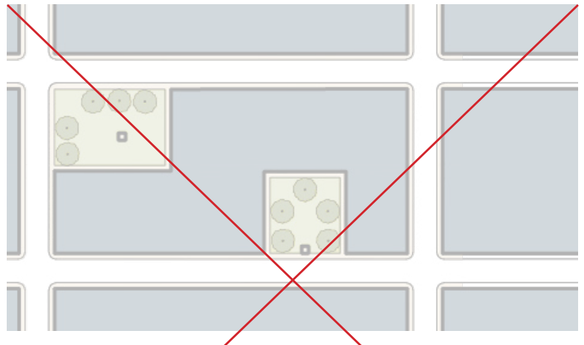
### Square

A public space, seldom larger than a block, typically at the intersection of important thoroughfares. A square is circumscribed spatially by frontages; its streetscape consists of sidewalks, lawns, trees, and civic buildings all formally disposed and requiring substantial maintenance.



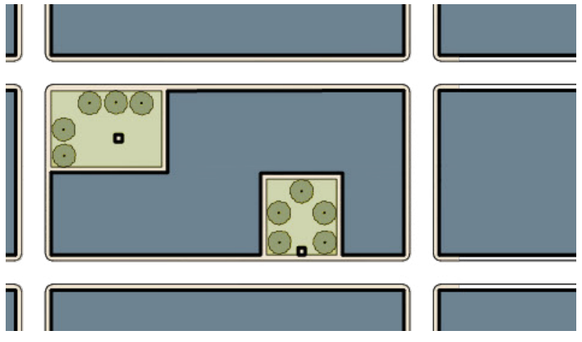
### Plaza

A public space at the intersection of important streets set aside for civic purposes and commercial activities. A plaza is circumscribed by frontages, although not necessarily thoroughfares; its landscape consists of durable pavement for parking and trees requiring little maintenance.



### Pocket Park

A small open space suitable for socializing, eating, and resting. Pocket parks may be equipped with benches and plantings, with tables and public art optional. They may be placed alongside thoroughfares or as intimate spaces within blocks, but should be visible from a thoroughfare (including paths). Pocket parks may be located anywhere.



### Playground

An open space designed and equipped for the recreation of children. A playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within residential areas and may be placed within a block. Playgrounds may be included within any civic space. There shall be no minimum or maximum size.

## CIVIC SPACE STANDARDS

The following apply to all civic spaces:

1. **Maintenance and Ownership.** All Civic Spaces shall be privately owned and maintained and have public access easements.
2. **Allocation of Civic Spaces.** A minimum of 5% of the gross area of the property shall be dedicated as Civic Spaces (*see Civic Space Diagram*). Civic Spaces may include stormwater management features that are designed as part of a civic space and shall not include stormwater management features not designed as part of a civic space.
3. **Sidewalks.** Civic spaces shall have sidewalks sufficient to provide access to all enfronting lots and provide connectivity to adjacent primary thoroughfares and civic spaces.
4. **Trails.** Civic spaces may include trails to provide connectivity through the civic space and to adjacent properties as consistent with the City of Taylor Comprehensive Plan.
5. **Landscaping.** Landscaping for civic spaces, open spaces, and storm water management ponds shall follow the standards of the underlying zoning. Trees may be any of the species listed in the Thoroughfare Standards and shall use a combination of different species.
6. **Recreation Areas.** Swimming pools, recreation courts (tennis, handball, etc.), exercise facilities, recreation facilities, and related structures may be located within civic space.
7. **Mailbox Location.** Centralized mailboxes shall typically be located within civic spaces or otherwise be located to encourage social interaction between residents.

## LOT STANDARDS

The following site standards are required for all private lots:

1. **Dwelling size.** There is no minimum dwelling size.
2. **Number of Buildings and Dwelling Units.** Lots may have more than one building. Corner lots may have up to two accessory dwelling units provided that one faces the secondary frontage.
3. **Accessory Dwelling Unit Square Footage.** The net square footage of an accessory dwelling unit within a primary building or an outbuilding shall not exceed the net square footage of the primary unit.
4. **Building entrance.** The primary entrance to a primary building, including multi-family buildings, shall face the primary frontage of that lot. The primary entrance to accessory dwelling units may face any thoroughfare type.
5. **Landscaping.** Landscaping on private lots is only required at frontages unless noted otherwise. Required plantings shall comply with City requirements.
   - **Front Yard Trees.** Front yards of a depth greater than 12 feet require one deciduous tree of a minimum height of 30 feet at maturity and one additional tree for every 18 linear foot of frontage not occupied by a stoop or porch.
   - **Lawn.** Lawn is prohibited at frontages where the lawn area is 6 feet or less in either length or width.
   - **Planting.** Plant material, including ground cover, shall be planted no farther apart than 12 in.
   - **Artificial Plants.** Artificial plants may not be used to satisfy the requirements herein.
   - **Erosion Control.** Erosion control is required where there is no landscape or hardscape.
6. **Site Perimeter Landscaping.** There is no site perimeter landscaping requirement, except between Alley A and Carlos G. Parker Blvd. *see Regulating Plan*★
7. **Fences.** A fence along a shared rear or side lot line shall be no closer than 5 feet to another fence running. Alternatively, neighbors may share a single fence along a shared side or rear lot line. Fences within the first lot layer shall be painted.
8. **Parking Standards.** There shall be no minimum or maximum parking standards.
9. **Fire Apparatus Access.** Proposed fire apparatus vehicle access is as shown on the Fire Apparatus Access Diagram, typically within 150 feet of all buildable area on a lot. Buildings on portions of lots greater than 150 feet from the Fire Apparatus Access Route may require a fire suppression system to meet building and fire code requirements. See the Thoroughfare Standards for related requirements.
10. **Other subdivision standards.** Lots may front on thoroughfares or civic spaces, whether owned publicly or privately, through which access to residences may be established, consistent with the Regulating Plan or minor adjustments therein. Lots may be configured as shown on the Regulating Plan, and shall be consistent with the Lot Standards.
11. **Facades.** Facades shall be built parallel to a rectilinear primary frontage line or to the chord of a curved primary frontage line.
12. **Ground Floor Grading.** At the ground floor, residential and private rooms in lodging uses shall be raised a minimum of 2 feet from the average sidewalk grade at the primary frontage for the purpose of establishing privacy.
13. **First-Story Facade Glazing.** The first story of each facade shall be glazed with clear glass for a minimum of 30% of the wall area of the first story, with each facade being calculated independently.
14. **Upper-Story Facade Glazing.** Above the first story of each facade, openings shall be glazed with clear glass for a maximum of 50% of the wall area, with each facade being calculated independently.
15. **Encroachments.** Permitted encroachments into setbacks shall be as shown on the chart that follows. Additionally, windowsills, belt courses, bay windows, cornices, eaves, footings, and ornamental features may encroach into any setback. All encroachments into utility and other easements are subject to the permission of the affected easement owner.
16. **Porch Depth.** Porches facing frontages shall be a minimum of 6 feet deep.
17. **Pitched Roofs.** Pitched roofs shall be symmetrically sloped no less than 4:12, except that roofs for porches and attached sheds may be no less than 2:12.
18. **Flat Roofs.** Flat roofs shall be enclosed by parapets a minimum of 42 inches high, or as required to conceal mechanical equipment.
19. **Architectural Variety.** Architectural variety is desirable. Where the same building type is repeated, this may be achieved by varying the building mass. For example, by varying the width of the building along the frontage, the roof configuration/slope, and the wall materials. Where the exact floor plan is repeated, this may be further achieved by varying the architectural design of the facades. For example, by varying wall materials, the use of stoops and porches (or not), or window and door shapes, sizes, placement, etc. It is also possible to keep many of these elements the same and achieve variety by varying the expression of details such as the eave or the window and door surrounds. The architectural style may also vary. *See Appendix for two block faces that demonstrate this desired variety.*

## PERMITTED ENCROACHMENTS

| | Setbacks Facing Frontages | Setbacks not Facing Frontages | Thoroughfares (incl. ROW) [i] |
|---|---|---|---|
| Patios [i] | | • | |
| Decks [i] | | • | |
| Mech. Equipment | | • | |
| Utility Meters | | • | |
| Window Wells | | • | |
| Stoops and Steps [i] | • | • | |
| Porches and Steps [ii] | • | • | |
| Chimneys | • | • | |
| Hedges, Fences, & Garden Walls | • | • | |
| Bay Windows | • | • | • |
| Turrets/Towers | • | • | • |
| Eaves | • | • | • |
| Overhangs | • | • | • |
| Balconies | • | • | • |
| Ramps | • | • | • |
| Awnings | | • | • |
| Buildings (Above Ground Floor) [ii] | • | | |

i. May encroach into setbacks up to 6 feet.
ii. May encroach into setbacks up to 10 feet.

## PROHIBITED USES

The uses listed below, regardless of whether such use would be a primary or accessory use, shall be prohibited in this PD:

- Adult Entertainment
- Automobile and/or Truck Washing Facility
- Automobile Body Repair Shop
- Automobile Fueling Station
- Cell Towers exposed to view
- Central Processing Facility for Solid Waste Transfer, Materials Resource Recovery and/or Recycling
- Commercial Amusement, Outdoor
- Commercial Kennels and Animal Husbandry
- Commercial Stable
- Concrete or Asphalt Batching Plant
- Construction and Demolition Debris Disposal Facility
- Distribution Facilities
- Solid Waste Incinerators
- Junk & Wrecked Vehicle Salvage Yard Facility
- Methane Recovery Facility associated with Soil Removal
- Mineral Extraction and Surface Mining
- Motor Vehicle Impound lots
- Mover Storage Facility
- Moving Truck and Trailer Rental
- Outdoor Vending Machines, except those for bikes, scooters, package return & deliver boxes, etc.
- Paint Mixing & Spraying Facility
- Petroleum or Related Products Refining or Distributor
- Plastic & Rubber Products Manufacture
- Race Tracks
- Recycling and Salvage Center (except architectural salvage)
- Salvage Motor Vehicle Auction or Pool Facility
- Sanitary Landfill
- Shooting Range, Outdoor
- Solid Waste Disposal Facility
- Truck Stop
- Truck Terminals
- Wind Energy Conversion System, Large Wind Farms
- Other uses which create an adverse impact on adjacent properties adjacent to this community (noise, vibration, odor, pollution, socio-economic disruption, etc.). Impacts confined to this community are not considered adverse.

Similar Uses: For a proposed use not listed herein, a warrant may be issued as described elsewhere in these PD Standards.

# T4: NEIGHBORHOOD GENERAL ZONE



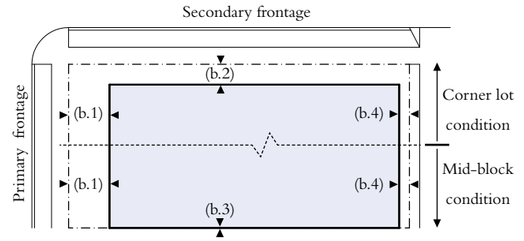
| | | |
|---|---|---|
| **a.** | **Lot Dimensions** | |
| | Lot Width | 96 ft. max. |
| | Lot Coverage | 90% max. |
| **b.** | **Setbacks: Principal Building** | |
| (b.1) | Front Setback (Principal) | 8 ft. min., 12 ft. max. |
| (b.2) | Front Setback (Secondary) | 5 ft. min., 12 ft. max. |
| (b.3) | Side Setback | 0 ft. min. |
| (b.4) | Rear Setback | 1 ft. min. |
| | Primary Frontage Buildout | 70% min. |
| **c.** | **Setbacks: Outbuilding** | |
| (c.1) | Front Setback (Principal) | 20 ft. min. from facade |
| (c.2) | Front Setback (Secondary) | 5 ft. min., 18 ft. max. |
| (c.3) | Side Setback | 0 ft. min. |
| (c.4) | Rear Setback | 4 ft. min. |
| **d.** | **Building Height** | |
| (d.1) | Principal Building | 3 stories max. |
| (d.2) | Outbuilding | 2½ stories max. |
| **e.** | **Private Frontages** | |
| | Common Lawn | not permitted |
| | Porch | permitted |
| | Terrace and Light Court | not permitted |
| | Forecourt | not permitted |
| | Stoop | permitted |
| | Storefront and Awning | permitted |
| | Gallery | permitted |
| | Arcade or Colonnade | not permitted |

## f. Building Uses

| | |
|---|---|
| Residential | **Limited Residential:** Up to 6 dwelling units are permitted on a lot, including primary and accessory dwelling units. |
| Lodging | **Limited Lodging:** The number of bedrooms available for lodging shall be limited to 16. Breakfast may be provided to overnight guests before noon each day. The maximum length of a stay shall not exceed 90 days. |
| Office | **Limited Office:** The area available for office use shall be limited to the first story or to an outbuilding. |
| Retail | **Limited Retail:** The area available for retail use shall be limited to corner lots and to the first story or to an outbuilding. |
| Manufacturing | **Limited Manufacturing:** Manufacturing uses are permitted in outbuildings only. (e.g. home workshop, artist studio, woodcraft, furniture refinishing, bicycle repair). |
| Civic | Civic uses are permitted, but shall be of a scale that limits the adverse impacts to neighbors at most times. |

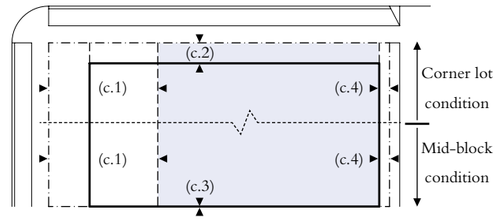
## b. Setbacks: Principal Building

- The principal building shall be distanced from the lot lines as shown.
- Facades shall be built along the primary frontage to the specified primary frontage buildout percentage (measured as a percentage of the lot width). The primary frontage buildout requirement does not apply at secondary frontages.



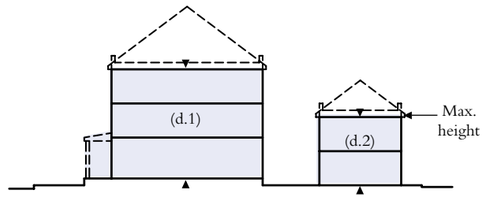

## c. Setbacks: Outbuilding

- The outbuilding shall be distanced from the lot lines as shown.



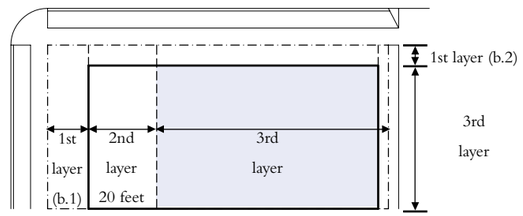

## d. Building Height

- Building height shall be measured in number of stories, excluding attics and raised basements.
- Ground-floor habitable rooms at frontages shall be 10 ft. min. floor-to-ceiling.
- Upper-story habitable rooms at frontages shall be 9 ft. min. floor-to-ceiling.
- Exemptions from height limits include: civic structures and monuments, chimneys, flag poles, and necessary mechanical appurtenances.




## Parking Placement

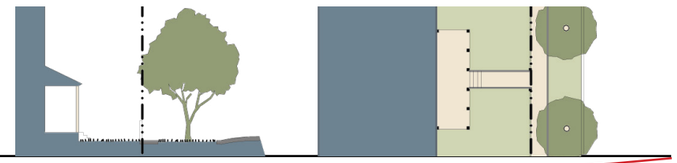
- Parking (whether open, covered, or enclosed) shall only be provided within the third layer. Garages may be permitted in the first or second layer by variance.
- Parking shall be accessed by a rear alley or lane when such are provided.
- Parking spaces on private lots (whether open, covered, or enclosed) shall be screened from frontages by a building or a minimum 8-foot tall masonry wall with piers every 8 ft or less.



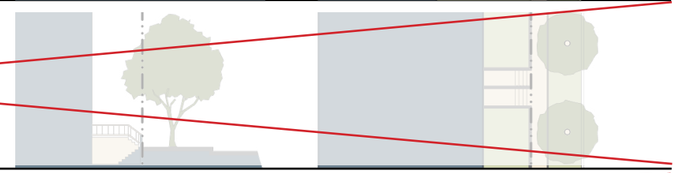
**Common Lawn:** a facade set back substantially from the frontage line. The front yard should remain unfenced and be visually continuous with adjacent front yards. The intention is to emulate the character of buildings sitting in a common rural landscape. A front porch is encouraged but not required, as social interaction from the sidewalk is unlikely at such a distance.



**Porch:** A facade is set back from the frontage line with a front porch. The porch should be within conversational distance of the sidewalk. Hedges, fences, or garden walls at the frontage line are encouraged to define the front yard. A great variety of porches is possible, but to be useful, none shall be less than 6 ft deep.



**Terrace and Light Court:** a facade is set back from the frontage line with an elevated garden or terrace, or a sunken light court. This type can effectively buffer residential uses from the sidewalk, by creating an elevated front garden. The terrace created may also be suitable for restaurants and cafes, as the eye of the sitter is level with that of the standing passerby. The light court can give light and access to a basement.



**Forecourt:** a facade is aligned close to the frontage line with a portion of it set back. The forecourt created is suitable for a garden or plaza, providing a transition from the public sidewalk to the building entry. This type should be used sparingly. Trees within the forecourts should be placed to have their canopies overhanging the sidewalks.



**Stoop:** A facade is aligned close to the frontage line with the ground story elevated from the sidewalk, securing privacy for the windows. This type is suitable for buildings with ground-floor residential uses, such as townhouses and apartment buildings. This type may be interspersed with the storefront.



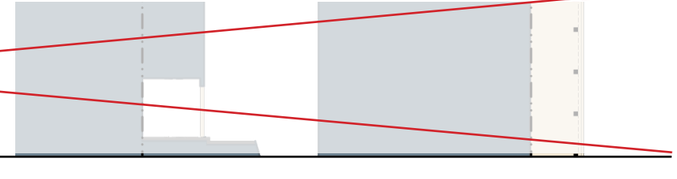
**Storefront:** A facade is aligned close to the frontage line with the entrance at sidewalk grade. This type is common for commercial frontage. The storefront is commonly equipped with a cantilevered shed roof or an awning. The absence of a raised ground story generally precludes residential uses on the ground floor, although residential uses may temporarily be present where commercial is anticipated in the future.



**Gallery:** A roof near the top of the storefront extends over the sidewalk above while the building facade remains at the frontage line. This type is most common for commercial uses. To be useful, the gallery should be no less than 12 feet deep and should overlap the sidewalk to within 2 feet of a vehicular lane so that a pedestrian cannot bypass it.



**Arcade or Colonnade:** An arcade (arches) or colonnade (columns and beams) is a structure including habitable space extending over a sidewalk supported by arches and open to the adjacent street or civic space. The ground story remains at the frontage line while the facade of the upper stories overlaps the sidewalk. This type is most common for office, retail, and manufacturing uses.






## Key

### Primary Types

| | *Name* | *Type* | *ROW* | *Pavement* |
|---|---|---|---|---|
| | Street | ST | 50 | 28 |
| | Street | ST | 50 | 34 |
| | Sidewalk in Civic Space (*see Civic Space Standards*) | | | |
| | Trail in Civic Space (*see Civic Space Standards*) | | | |

### Secondary Types

| | *Name* | *Type* | *ROW* | *Pavement* |
|---|---|---|---|---|
| | Rear Alley | RA | 30 | 12 |
| | Fire Alley | RA | 30 | 20 |

0 ft 100 ft 200 ft 400 ft

N




**Key**

- Park
- Green
- Plaza

Civic Space Area: **3.83 acres**

Total Site Area: **7.60 acres**

Civic Space Ratio: **50.39%**

0 ft 100 ft 200 ft 400 ft

N




## Key

Proposed Fire Apparatus Access Route

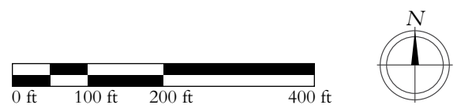
## Emergency Vehicle Access Notes

1. Applicant's understanding of the relevant standards from these fire apparatus access notes is to be confirmed by the City of Taylor.
2. Adjacent to buildings less than 30 feet tall:
   - Fire Apparatus Access Roads shall have 20 feet clear minimum.
3. All Fire Apparatus Access Roads shall have an effective inside turning radius of 15 feet.
4. All Fire Apparatus Access Roads shall be a maximum distance of 150 feet from all portions of any building.
5. The maximum spacing between fire hydrants shall be 400 feet.




MINIMUM CLEARANCE AROUND A FIRE HYDRANT

6. Where a fire hydrant is located on a Fire Apparatus Access Road, the minimum clear road width shall be 26 feet, exclusive of all shoulders (see graphic above). This may be accomplished by placing fire hydrants at intersections and alley aprons, where on-street parking is not present, providing the required clear width.



**Accessory Building:** an Outbuilding with an Accessory Unit.

**Accessory Unit:** an Apartment sharing ownership and utility connections with a Primary Building; it may or may not be within an Outbuilding.

**Allee:** a regularly spaced and aligned row of a single species of tree usually planted along a Thoroughfare or Path.

**Apartment:** a Residential unit sharing a building or a Lot with other units and/or uses; may be for rent, or for sale as a condominium.

**Attic:** the interior part of a building contained within a pitched roof structure.

**Backbuilding:** a single-Story structure connecting a Primary Building to an Outbuilding.

**Band Sign:** a band of lettering across the entire width of a building or storefront.

**Blade Sign:** a two-sided sign board hung from a bracket at 90 degrees to the building facade.

**Block:** the aggregate of private Lots, Secondary Thoroughfares, and Parking Lots, circumscribed by Primary Thoroughfares or Civic Spaces.

**Civic Building:** a building operated by not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or for use approved by the legislative body.

**Civic Space:** an outdoor area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping and their Enfronting buildings.

**Commercial:** the term collectively including Lodging, Office, and Retail Uses.

**Common Lawn:** *see Private Lots: Frontage Types.*

**Curb:** the edge of the vehicular pavement that may be raised or flush. It usually incorporates the drainage system. *See Thoroughfares*

**Driveway:** a vehicular lane within a Lot, often leading to a garage.

**Dwelling Unit:** one or more rooms used, or intended to be used for occupancy by one person or a group of persons living together. Each installation of kitchen facilities consisting of at least a stove or cooking device and a sink shall be a separate dwelling unit.

**Effective Turning Radius:** *see Definitions: Illustrated.*

**Elevation:** *see Definitions: Illustrated.*

**Encroach:** to break the plane of a vertical or horizontal regulatory limit with an architectural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

**Encroachment:** any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit. *See*

**Enfront:** to place an element along a Frontage, as in "porches Enfront the street."

**Facade:** *see Definitions: Illustrated.*

**Frontage:** *see Definitions: Illustrated.*

**Frontage Line:** *see Definitions: Illustrated.*

**Frontage Buildout:** that portion of a setback line which shall have a building facade on it.

**Gallery:** *see Private Lots: Frontage Types.*

**Green:** *see Civic Spaces: Types.*

**Liner Building:** a building specifically designed to mask a parking lot or a Parking Structure from a Frontage.

**Live-Work:** a Mixed Use unit consisting of a Commercial and Residential Use. The Commercial Use may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry. (Syn. flexhouse.)

**Lodging:** premises available for daily and weekly renting of bedrooms.

**Lot:** a parcel of land accommodating a building or buildings of unified design. The size of a Lot is controlled by its width in order to determine the grain (i.e., fine grain or coarse grain) of the urban fabric.

**Lot Layer:** a range of depth of a Lot within which certain elements are permitted. *See Definitions: Illustrated.*

**Lot Line:** *see Definitions: Illustrated.*

**Lot Width:** the length of the Primary Frontage Line of a Lot.

**Manufacturing:** premises available for the creation, assemblage, and/or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their Retail sale.

**Office:** premises available for the transaction of general business but excluding Retail, artisanal, and Manufacturing uses.

**Outbuilding:** a building, usually located toward the rear of the same Lot as a Primary Building, and sometimes connected to the Primary Building by a Backbuilding.

**Park:** *see Civic Spaces: Types.*

**Pavement Radius:** *see Definitions: Illustrated.*

**Planter:** the element of the Public Frontage which accommodates street trees, whether continuous or individual.

**Plaza:** *see Civic Spaces: Types.*

**POA:** Property Owners Association

**Primary Building:** the main building on a Lot, usually located toward the Frontage. *see Definitions: Illustrated.*

**Primary Entrance:** the main point of access for pedestrians into a building.

**Primary Frontage:** *see Definitions: Illustrated. See* **Frontage.**

**Private Frontage:** *see Definitions: Illustrated. See* **Frontage.**

**Public Frontage:** *see Definitions: Illustrated. See* **Frontage.**

**Rear Alley (RA):** a vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. Rear Alleys are typically paved from building face to building face, with drainage by inverted crown at the center or occassionally with roll Curbs at the edges.

**Regulating Plan:** a Zoning Map or set of maps that shows the Transect Zones, Civic Spaces, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by these PD Standards. *See Regulating Plan.*

**Residential:** premises available for long-term human dwelling.

**Retail:** premises available for the sale of merchandise and food service.

**Right-of-Way (R.O.W.):** *see Definitions: Illustrated.*

**Secondary Frontage:** *see Definitions: Illustrated. See* **Frontage.**

**Setback:** the area of a Lot measured from the Lot line to a building Facade or Elevation that is maintained clear of permanent structures, with the exception of permitted Encroachments. *See Definitions: Illustrated.*

**Sidewalk:** the paved section of the Public Frontage dedicated to pedestrian activity.

**Square:** *see Civic Spaces: Types.*

**Stoop:** *see Private Lots: Frontage Types.*

**Storefront:** a Private Frontage conventional for Retail use, with substantial glazing and an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade. *See Private Lots: Frontage Types.*

**Story:** a habitable level within a building, excluding an Attic or raised basement.

**Street (ST):** a local urban Thoroughfare of low speed and capacity.

**Swale:** a low or slightly depressed natural area for drainage.

**T-zone:** *see* **Transect Zone.**

**Terminated Vista:** a location at the axial conclusion of a Thoroughfare. A building located at a Terminated Vista designated on a Regulating Plan is required or recommended to be designed in response to the axis.

**Thoroughfare:** a way for use by vehicular and pedestrian traffic and to provide access to Lots and Open Spaces, consisting of Vehicular Lanes and the Public Frontage. *See Definitions: Illustrated.*

**Transect:** a cross-section of the environment showing a range of different habitats. The rural-urban Transect of the human environment is divided into six Transect Zones. These zones describe the physical form and character of a place, according to the Density and intensity of its land use and Urbanism.

**Transect Zone:** One of several areas on a Zoning Map regulated by the SmartCode. Transect Zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, Density, height, and Setback requirements, other elements of the intended habitat are integrated, including those of the private Lot and building and Public Frontage. (syn. T-zone)

**Turning Radius:** the curved edge of a Thoroughfare at, measured at the inside edge of the vehicular tracking at a crosswalk. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn. *See Definitions: Illsutrated.*

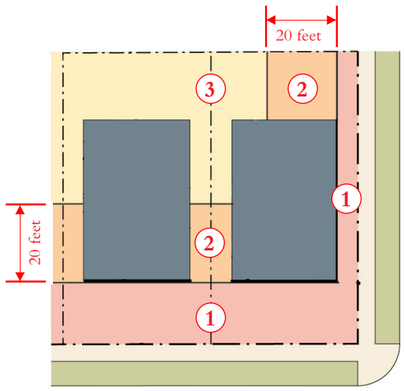
**Use:** the function or functions accommodated by a building and its Lot, categorized as Restricted, Limited, or Open, according to the intensity of the use.

**Variance:** a ruling that would permit a practice that is not consistent with either a specific provision or the Intent of these PD Standards. Variances are granted by the Zoning Board of Adjustment in a public hearing.

**Warrant:** a ruling that would permit a practice that is not consistent with a specific provision of these PD Standards, but that is justified by its Intent. Warrants are granted administratively.

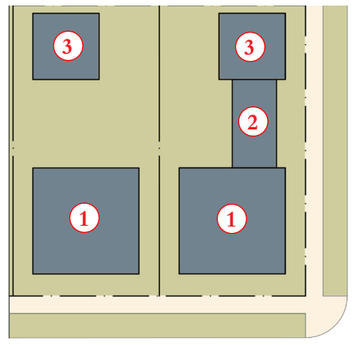
**Yield:** characterizing a Thoroughfare that has two-way traffic but only one effective travel lane because of parked cars, necessitating slow movement and driver negotiation. Also, characterizing parking on such a Thoroughfare.

## Lot Layers



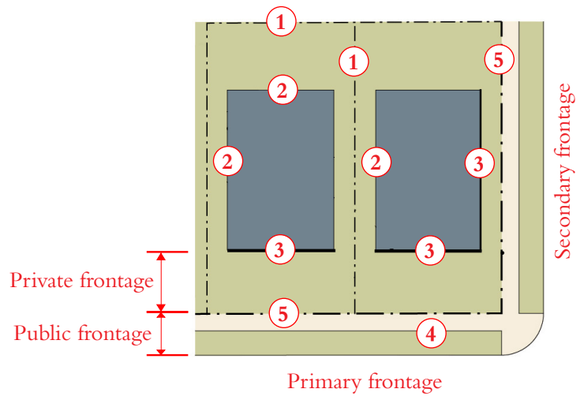

1. **1st Layer**
2. **2nd Layer**
3. **3rd Layer**

## Principle Building & Outbuilding




1. **Primary Building**
2. **Backbuilding**
3. **Outbuilding**

## Frontage & Lot Lines




1. **Lot Line**: the boundary that legally and geometrically demarcates a lot.
2. **Elevation**: an exterior wall of a building not facing a frontage line.
3. **Facade**: the exterior wall(s) of a building that is (are) set along a Frontage Line. Facades face frontage lines and define the public realm, and are therefore more highly regulated than the Elevations facing other lot lines.
4. **Right-of-Way (R.O.W.):** the composite public area dedicated to circulation, including the vehicular way and the Public Frontage.

   **Frontage:** the area between a Building Facade and a Thoroughfare or Civic Space, inclusive of its various built and planted components. Frontage is divided into Private Frontage and Public Frontage.
5. **Frontage Line:** the line between the Public and Private Frontage, (Primary or Secondary). The Frontage Line is coincident with the property line(s), at frontages.

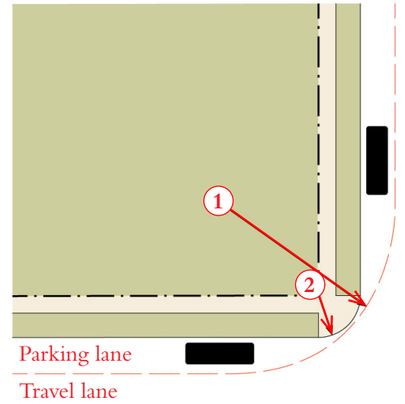
   **Primary Frontage:** on lots with multiple frontages, the frontage which will bear the address and primary entrance to the building.

   **Secondary Frontage:** on lots with multiple frontages, the frontage(s) that are not the Primary Frontage.

   **Private Frontage:** the privately held Layer between the Frontage Line and the Primary Building Facade.

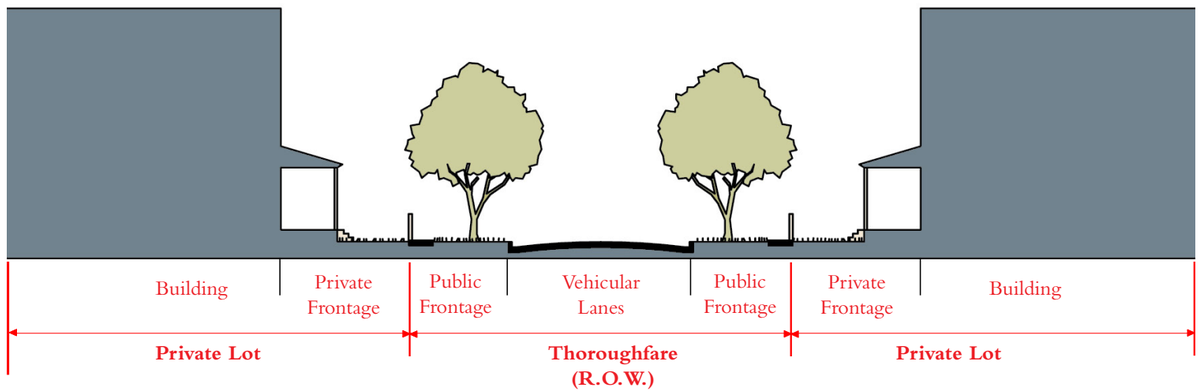
   **Public Frontage:** the area between the Curb of the vehicular lanes and the Frontage Line.

## Turning Radius




1. **Effective Turning Radius:** the measurement of the inside turning radius taking parked cars into account.
2. **Pavement Radius:** the curved edge of a vehicular lane at an intersection, measured at the inside edge of the travel lane if there is no on-street parking, or the parking lane if there is. The smaller the pavement radius, the more slowly the vehicle is forced to make the turn.

## Thoroughfare & Frontages






**Key**

- Property Line
- ROW
- Property Lines
- Paved Multi-use Trails
- 100-year Floodplain
- Proposed Stormwater Pond
- Green Space
- Private Lot
- Parking Pad
- Garage
- ±16' Townhouse
- ± 22' Townhouse or Detached House
- Civic Structure

0 ft 50 ft 100 ft 200 ft

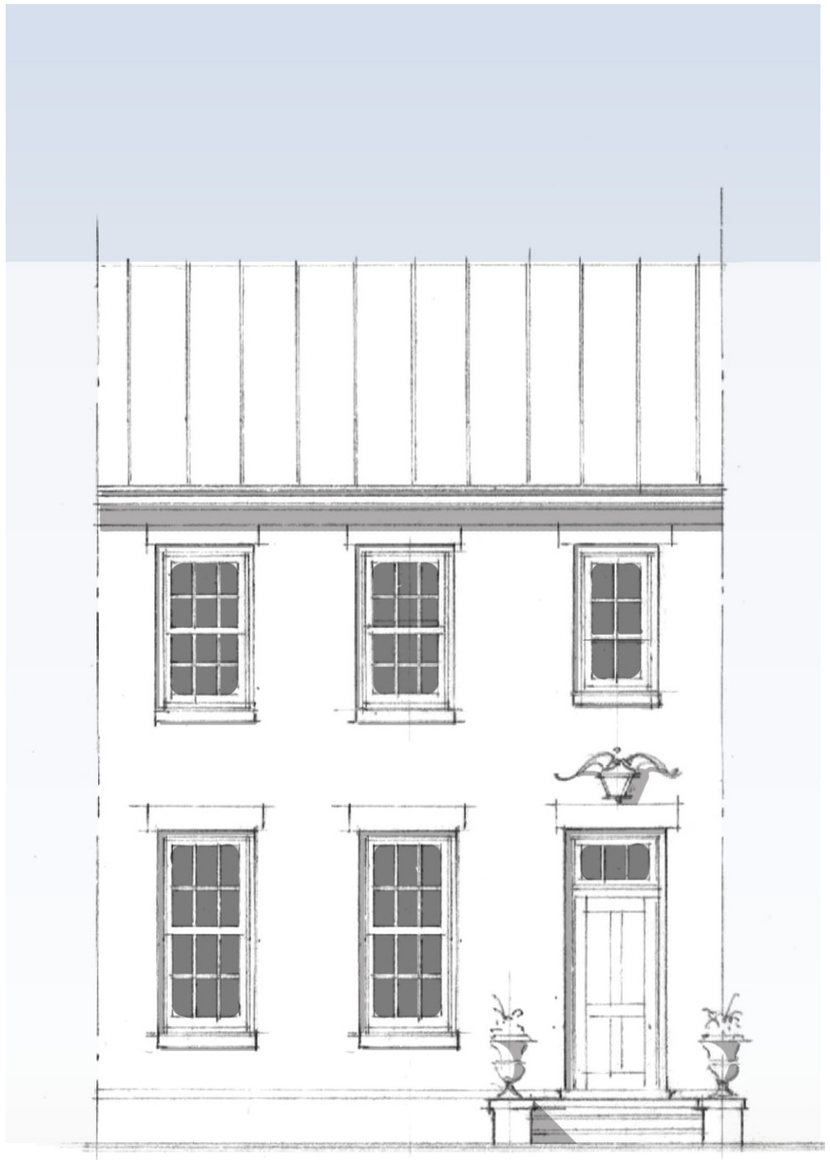
N



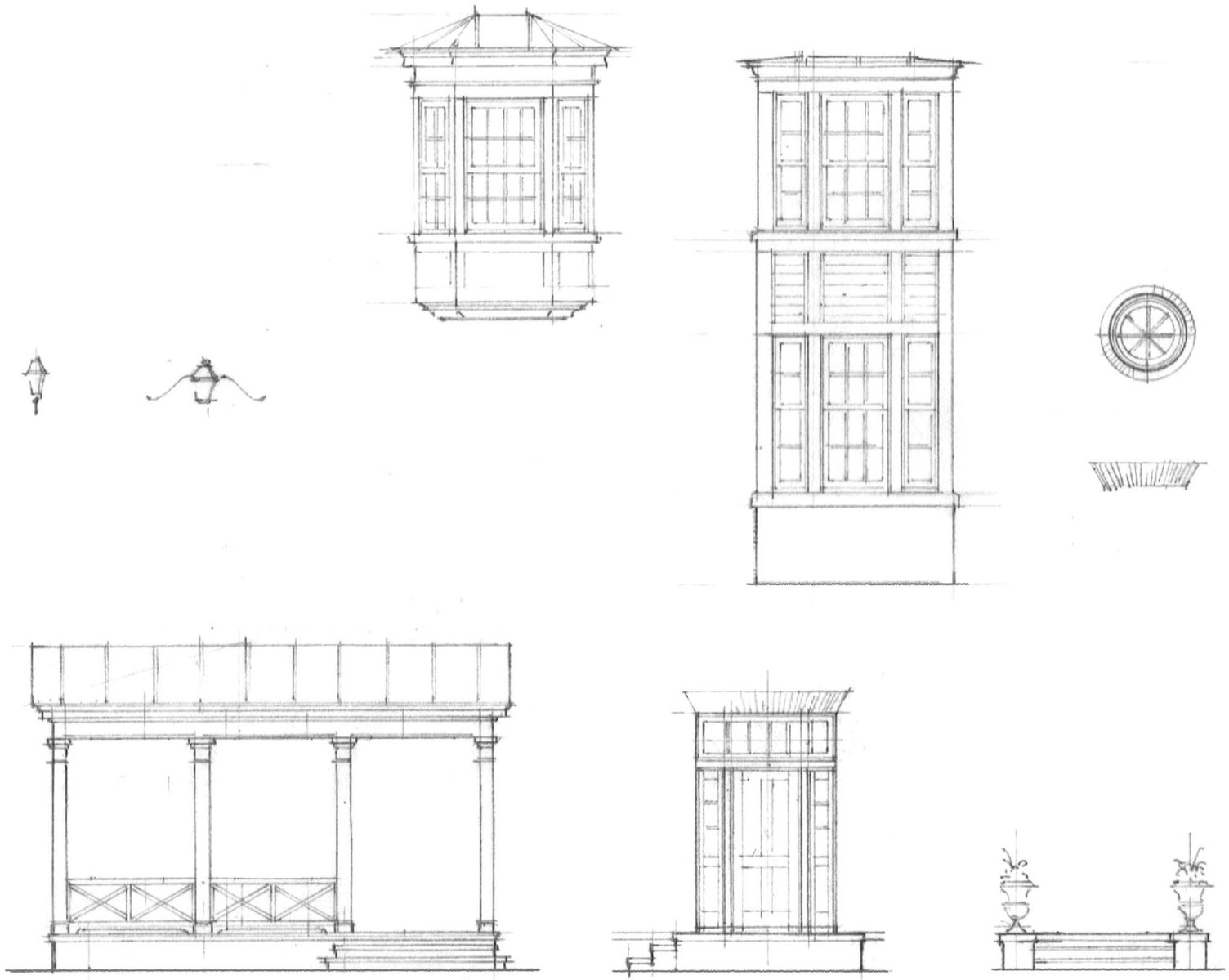
More Uniform Block Elevation



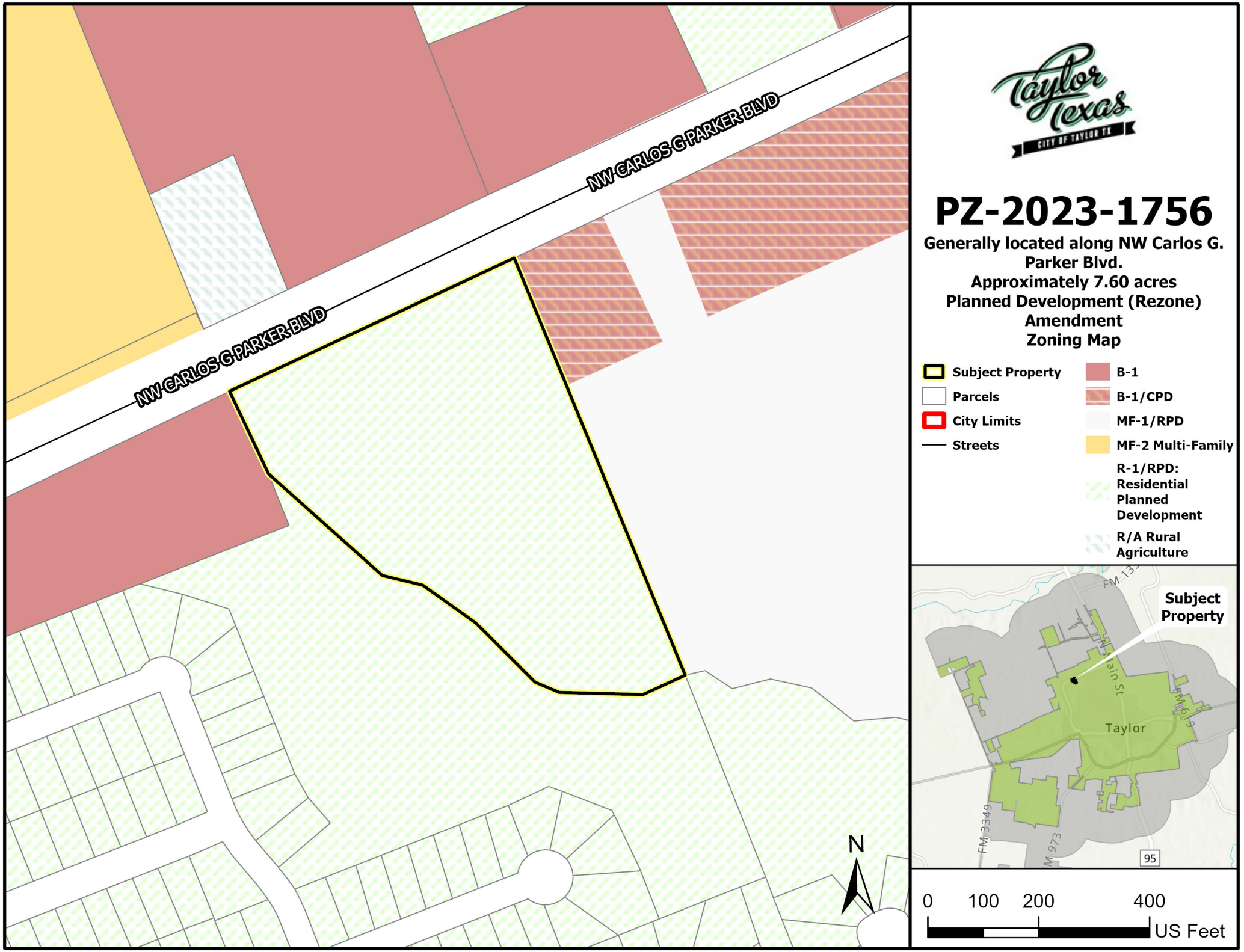
More Varied Block Elevation



Base Townhouse Elevation



Elevation Component Variations


NW CARLOS G PARKER BLVD
NW CARLOS G PARKER BLVD
N
PZ-2023-1756
Generally located along NW Carlos G. Parker Blvd.
Approximately 7.60 acres
Planned Development (Rezone) Amendment
Zoning Map
Subject Property
Parcels
City Limits
Streets
B-1
B-1/CPD
MF-1/RPD
MF-2 Multi-Family
R-1/RPD: Residential Planned Development
R/A Rural Agriculture
Subject Property
FM 13
N Main St
FM 619
Taylor
FM 3349
FM 973
95
0
100
200
400
US Feet

# PZ-2023-1756

Zoning Amendment: North BB Creek Planned Development Amended (Ordinance 2022-20)

*South ROW of NW Carlos G. Parker Boulevard*

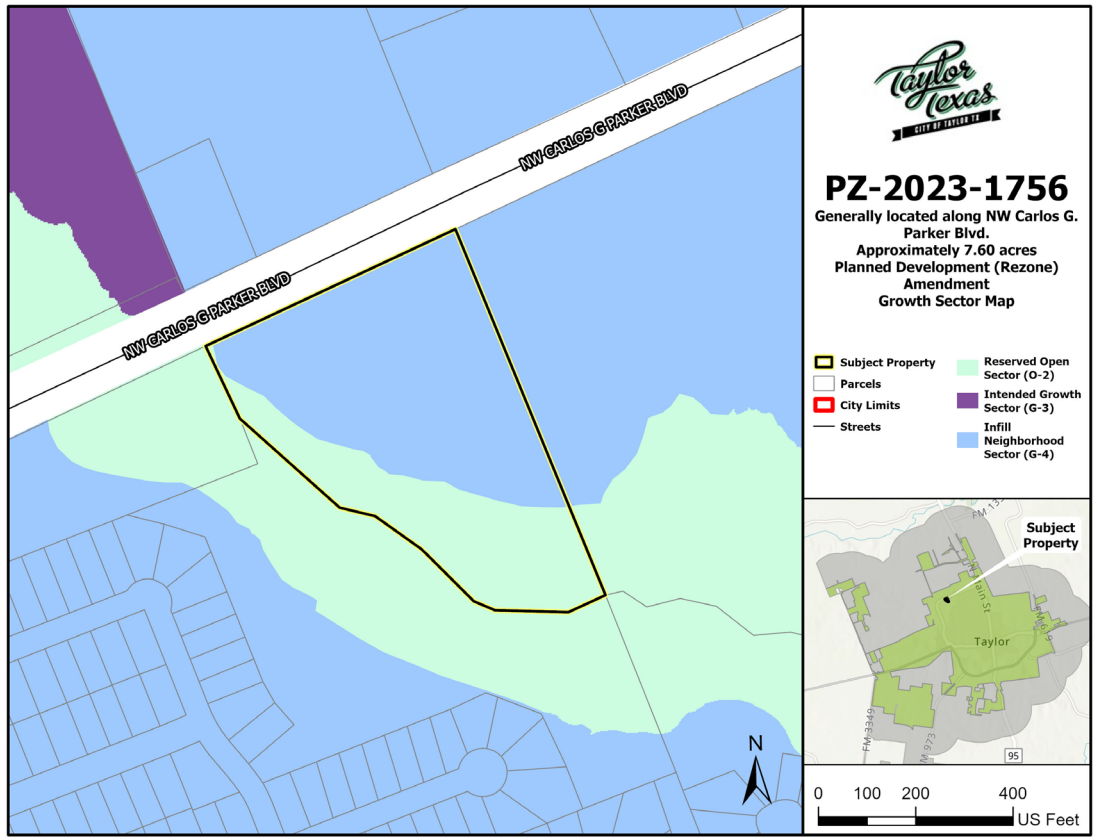
# Development Process

1. **Comprehensive Plan Amendment**
2. **Rezoning** - Proposed land use(s) and compliance with the Comprehensive Plan.
3. **Preliminary Plat** - Division of land into lots (identifying lot boundaries, streets, easements, etc.).
4. **Subdivision Improvement Plans** - Detailed water, sewer, traffic impact & drainage studies and design.
5. **Final Plat** (After approved and accepted infrastructure improvements.)
6. **Building Permit** - Layout of building(s) on lot(s) and detailed construction drawings.

# Location Map

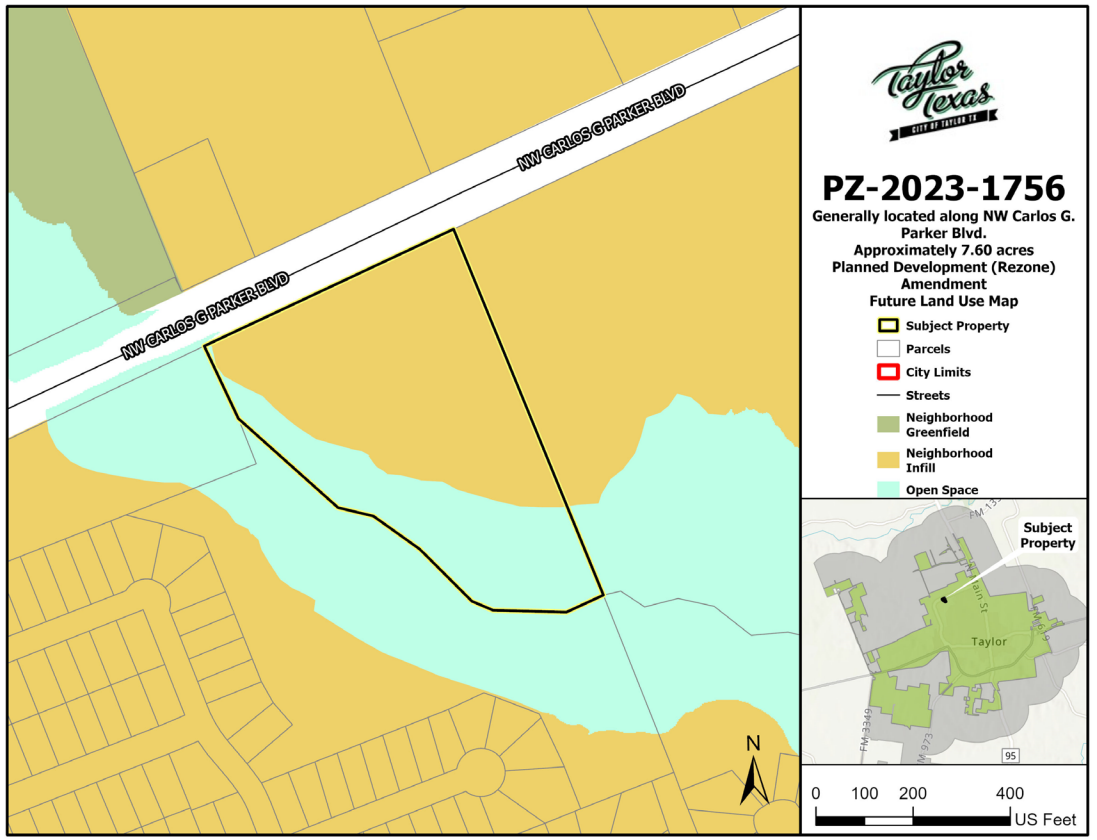


# Growth Sector & Future Land Use




## Infill Neighborhood:

The Infill areas within the city that are already developed and served by infrastructure. *(Page 50)*

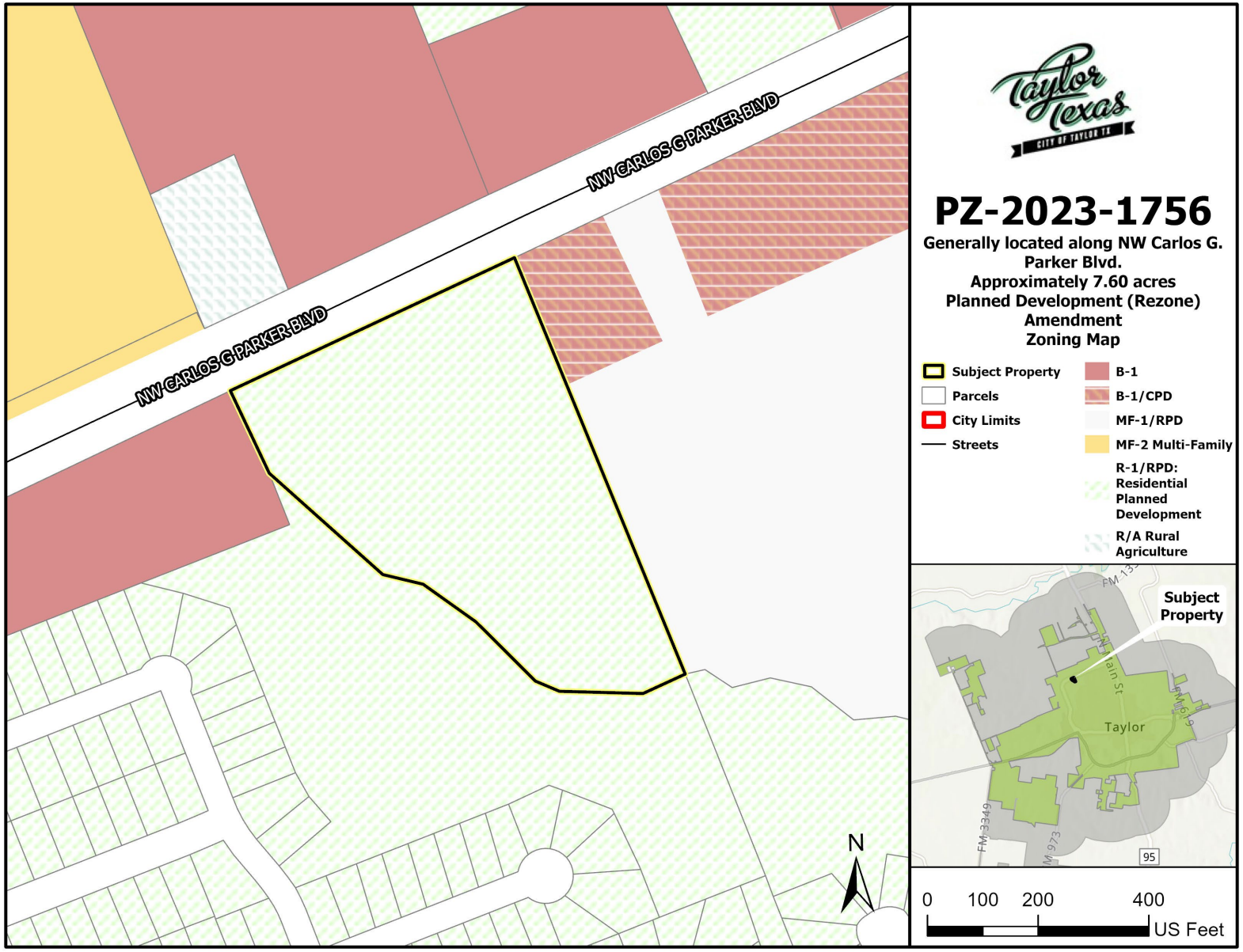



## Neighborhood Infill:

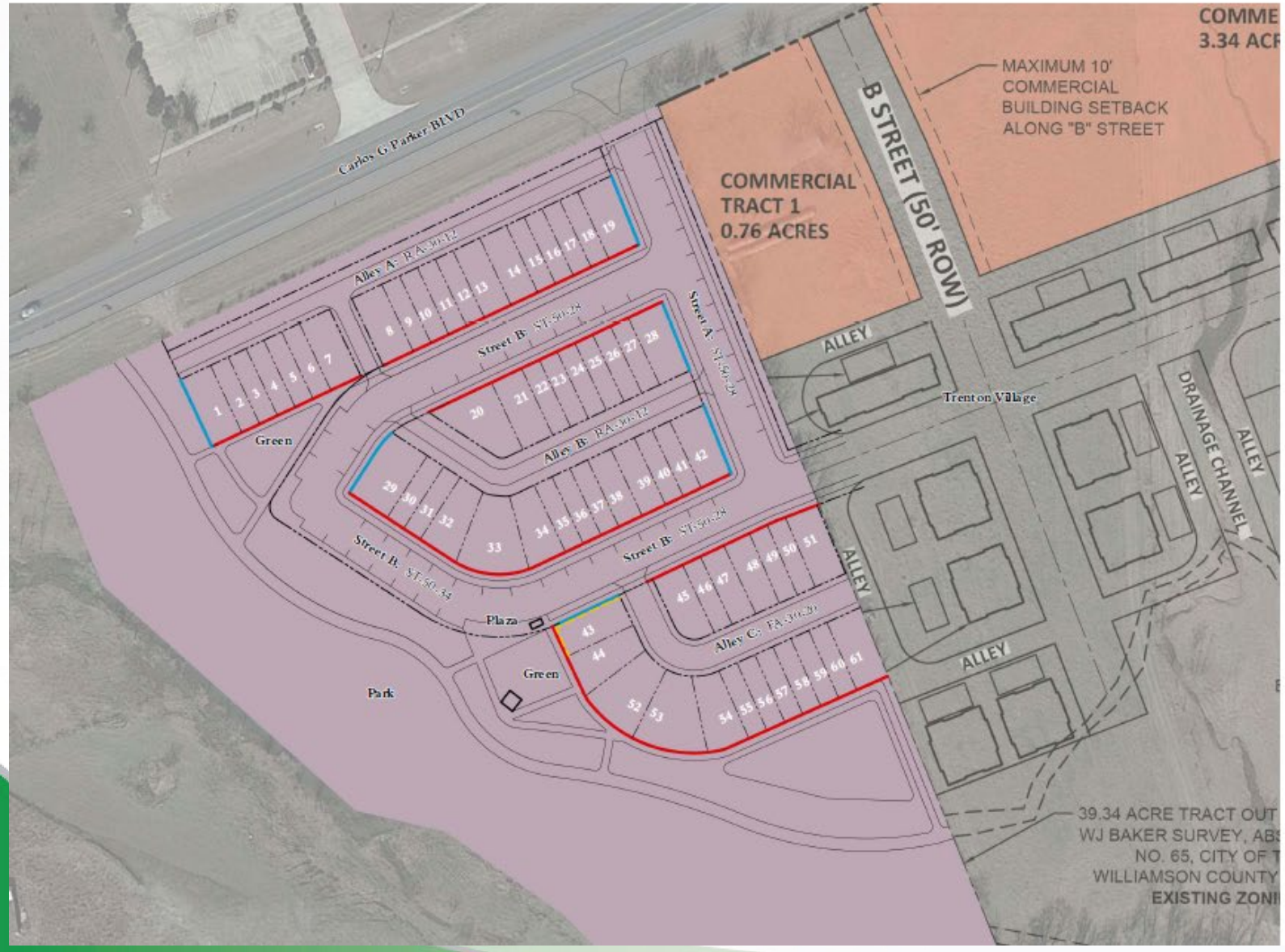
The Infill represent existing developed areas that have access to existing streets and utility infrastructure.

*(Page 76)*

# Current Zoning Map



# Regulating Plan: Transects




## Key

- T4: Neighborhood General Zone
- St. #: X-#-# Thoroughfare Number & Type (*See Thoroughfare Types*)
- ROW
- Lot Line
- Primary Frontage
- Secondary Frontage
- Potential Commercial Frontage

## Plan Notes

1. Street A is intended to connect to Carlos G. Parker Blvd., with the exact location of the connection and other required improvements to be coordinated with the Texas Department of Transportation (TxDOT).
2. Street B and the trail in the greenway are intended to connect to the property to the east, with the exact location of the connection to be coordinated with the adjacent property owner.
3. Alley A along Carlos G. Parker Blvd. shall be screened with overstory trees, living fence, fence, wall, or combination thereof that is a minimum of 8 feet in height and has 2-foot by 2-foot masonry piers every 8 feet.
4. The exact locations of alleys adjacent to other properties are to be determined at the preliminary plat phase, with coordination from the adjacent property owner(s).
5. The plaza south of Street B is intended as a paved Civic Space. Parking and the planting strip are omitted on the adjoining side of the street to create a clear view into the Green at the bend in the street (*see Civic Space Types*).

Taylor Texas
CITY OF TAYLOR TX

# Transects




*A Typical Rural to Urban Transect, with Transect Zones*

T4 Neighborhood General Zone

R-1 (Single-Family) with RPD
(Residential Planned Development)

# Proposed Master Plan & Program




## MASTER PLAN KEY

- Property Line
- R.O.W. Line
- Property Lines
- Paved Multi-use Trails
- 100-year Floodplain
- Proposed Stormwater Pond
- Green Space
- Private Lot
- 16' Townhouse
- 22' Townhouse or Detached House
- Civic Structure

## PROGRAM

### Applicant's Proposal

| | |
|---|---|
| 20' Townhouses | 60 Units |
| **Total** | **60 Units** |

### Assumptions

| | |
|---|---|
| Townhouse Lot Size (2-Car Garage) | 22' x 60' |
| Townhouse Lot Size (1-Car Garage) | 16' x 60' |
| Detached House Lot Size | 27' x 60' |
| Parking | 2 Spaces / Unit |

### Alternate Proposal

| | |
|---|---|
| 22' Detached Houses | 2 Units |
| 22' Townhouses | 20 Units |
| 16' Townhouses | 39 Units |
| **Total** | **61 Units** |
| **Difference** | **+1 Unit** |

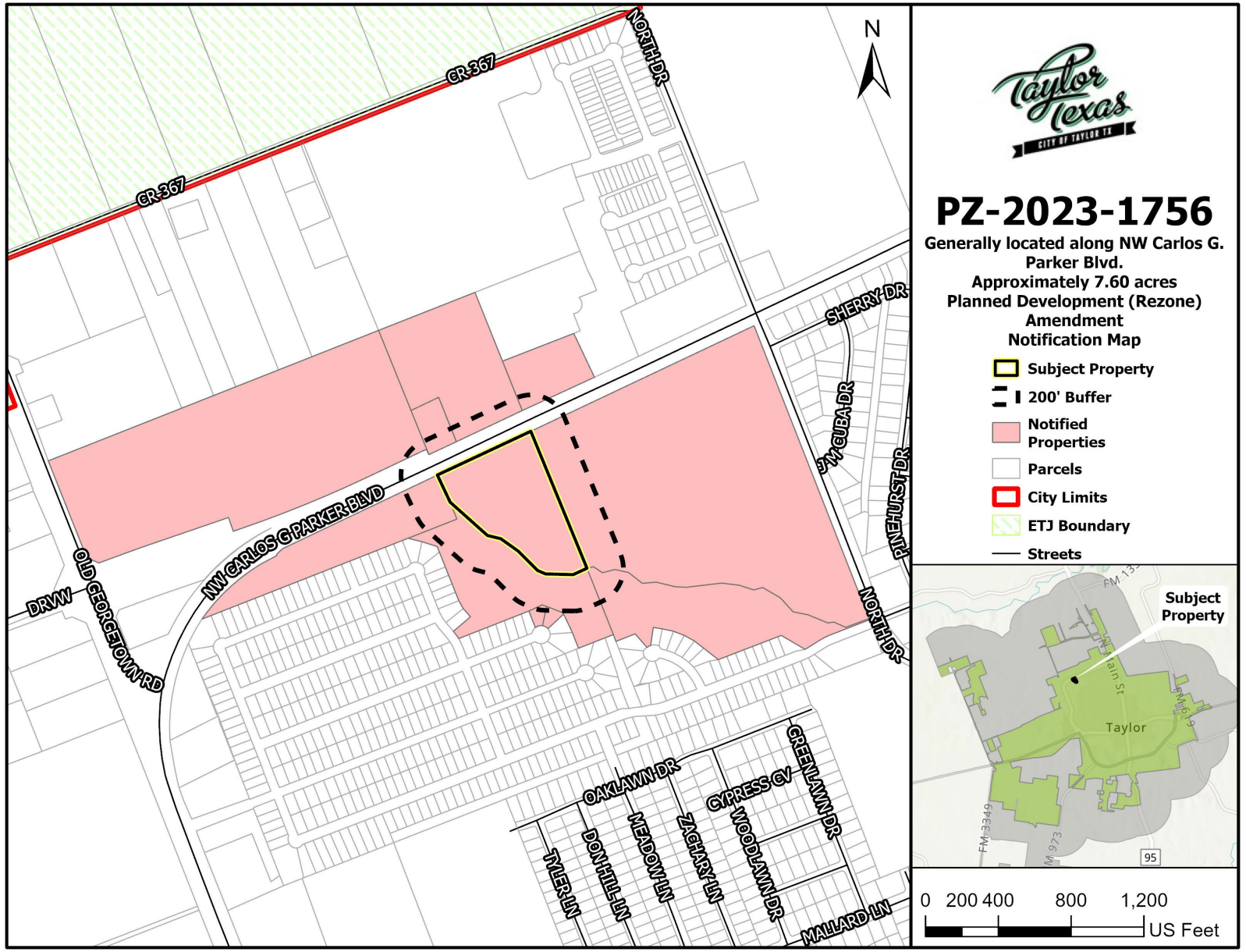
### Parking

| | |
|---|---|
| Parking in Garages (on Private Lots) | 78 Spaces |
| Parking on Pads (on Private Lots) | 6 Spaces |
| Parking on Street | 45 Spaces |
| **Total Provided** | **123 Spaces** |
| **Total Required (2/Unit)** | **122 Spaces** |
| **Difference** | **+1 Space** |




Taylor Texas
CITY OF TAYLOR TX

# Notice Area Map




- 13 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

# P&Z Recommendation

On September 12, 2023, the Planning and Zoning Commission voted to recommend **Approval** of the proposed Zoning Map Amendment from R-1 (Single-Family Residential) with an RPD overlay (Residential Planned Development) to R-1 (Single-Family Residential) with an RPD overlay (Residential Planned Development) as it remains consistent with the Comprehensive Plan.

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☐ Quality of Life |
| ☐ Economic Vitality |

**Agenda Item #:** 8

**Agenda Title:** **Consider Ordinance 2023-48 amending ordinance 2023-14 and Chapter 14, Article V of the Code of Ordinances of the City of Taylor entitled "Special Events Permits".**

**Council Action to be taken:** Consider Ordinance adoption

**Department Submitted:** City Attorney

**Staff Contact:** Mark Schroeder, City Attorney

## 1. PURPOSE/DESCRIPTION

This agenda item provides for an ordinance amending the City's special events ordinance 2023-14.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

It has been determined to be in the best interests of the City to remove the authority granted to the city manager in the special events ordinance to waive the prohibition against the placement of signage for non-city or city adopted events on city property.

Special events will still be allowed to apply for temporary signage permits on private property.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Eliminates confusion about which events may place signage on city property. | • N/A. |

## 4. RECOMMENDATION

Staff recommends adoption the ordinance.

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

Ordinance introduction – September 28, 2023
Ordinance adoption – October 12, 2023

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

N/A

## 8. ATTACHMENTS

8a. Ordinance 2023-48

**ORDINANCE NO. 2023-48**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AMENDING CHAPTER 14, ARTICLE V. OF THE CODE OF ORDINANCES OF THE CITY OF TAYLOR ENTITLED "SPECIAL EVENT PERMITS"; INCLUDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

WHEREAS, the City of Taylor, Texas, adopted ordinance No. 2023-14 establishing regulations and a permitting process for special events in the City of Taylor;

WHEREAS, the purpose of the special events permit policy is to maintain the health, safety and general welfare in the community in a fiscally prudent manner with taxpayers money and allow for economic prosperity for community business owners; and

WHEREAS, it is in the best interest of the City and its residents to establish regulations and a permitting process for certain special events held in the City; and

WHEREAS, it is in the best interest of the City to amend the special events permits to remove the authority of the city manager to waive the prohibition against the placement of signage for non-city or city adopted events on city property.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, THAT;**

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

SECTION 2. Ordinance No. 2023-14 and Section 14-164 of the Taylor Code of Ordinances is amended so that Section 14-164(d) reads as follows:

(d) The reviewers and/or their respective board or commissions may recommend to the city manager that a special event permit fee or equivalent such as city financial contribution or in-kind services be waived, reduced or combination

thereof for an event that is benefitting or assisting an identified organization that has ties to the city or has either shown a financial inability to pay the fee or other means as set forth herein. Such consideration upon the applicant's request may be considered in accordance with the following criteria:

(1) The event provides charitable grant(s) or donations directly back to the city or community through proceeds received from the event organizer;

(2) The event promotes local historical, cultural and arts preservation and restoration and tourism to the community as authorized pursuant to V.T.C.A. Tax Code, Ch. 351;

(3) The event generates direct or indirect economic development benefit by ways of increase in sales, use and/or hotel occupancy tax revenue;

(4) The event promotes or furthers any public purpose authorized pursuant to Texas Const. Art. 3, § 52-a, V.T.C.A., Texas Local Government Code Chapter 380, or any other law established for the promotion of economic development in the state.

(5) The city is required by applicable law to waive the imposition of a fee related to application processing, equipment rental, personnel services, or similar costs which a court of competent jurisdiction has determined must be borne by the taxpayers of the city and not the person or persons causing the cost to the taxpayers.

SECTION 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

SECTION 4. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

DRAFT

SECTION 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the Charter of the City of Taylor.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2023.

_____
Brandt Rydell, Mayor

**ATTEST:**

_____
Dianna McLean, City Clerk

**APPROVED AS TO FORM:**

_____
Mark J. Schroeder, City Attorney

DRAFT

## CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-48, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2023, 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 on this ____ day of _____, 2023.

_____
Dianna McLean
City Clerk

DRAFT

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR | |
|---|---|
| ☒ | Streets/Infrastructure |
| ☐ | Quality of Life |
| ☐ | Economic Vitality |

**Agenda Item #:** 9

**Agenda Title:** **Consider awarding contract for Pavement Condition Assessment with Applied Research Associates (ARA) Inc.**

**Council Action to be taken:** Approve proposal to perform a pavement condition assessment for the city-maintained roadways and allowing the City Manager to execute all necessary documents.

**Department Submitted:** Public Works

**Staff Contact:** Jim Gray, Public Works Director
Jacob Walker, HDR, City Engineer

## 1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to possibly award the pavement condition assessment to Applied Research Associates (ARA) Inc.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor Public Works Department currently utilizes the Pavement Condition Index (PCI) method for assessing the condition of city-maintained roadways. The PCI procedure is used as the basis for the pavement management program to track network condition, plan maintenance, and develop budget plans as part of managing the roadway network.

A PCI Assessment is typically done on a recurring basis, for the City of Taylor, a three-to-five-year period. The last one was done in 2019. As streets are repaired others degrade with time and a PCI assessment is the best way to coordinate and allocate the necessary resources to repair them. Additionally, the proposal has ARA collecting and inventorying the condition of the curb and gutter as well as the fire hydrants. This work has not been done in previous assessments and will aid the Public Works Department in additional maintenance planning. ARA will help to modernize the inventory index of assets that will better allow for integration with the city's GIS database and map viewer.

The cost for the project is $107,200 and has been budgeted for in FY 2024.

## 3. PROS and CONS

| PROS | CONS |
| --- | --- |
| • Updated PCI scores will be used to prioritize street maintenance for the coming years.<br>• Would help ensure street repair budget is used in a methodical, organized fashion.<br>• Condition and inventory of city assets aid in the maintenance of said assets. | • None foreseeable |

## 4. RECOMMENDATION

Staff recommends approving the quote from ARA for a full pavement condition assessment of the city-maintained streets, allowing the City Manager to execute all necessary documents.

## 5. FUNDING SOURCE

General Fund

## 6. TIMELINE

October 2023 through January 2024 4–5-month process

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

Revise or reject proposal

## 8. ATTACHMENTS

9a. ARA Proposal

APPLIED RESEARCH ASSOCIATES, INC.

Revision 1: October 2, 2023

Mr. Jim Gray
City of Taylor, Texas
400 Porter Street
Taylor, Texas 76574

Subject: **Proposal for Pavement Management and Services for the City of Taylor, Texas**

Dear Mr. Gray,

Applied Research Associates (ARA), Inc. appreciates the opportunity to submit to the City of Taylor this proposal to perform a pavement condition assessment for approximately 231 lane miles of city-maintained roadways. This project consists of a semi-automated pavement condition assessment and condition score calculation for 231 lane miles of city-maintained streets. In addition, our subconsultant (EyeVi Technologies) will help in roadway asset data collection and extraction. The assets will include fire hydrant inventory and curbs and gutter inventory and general condition assessment. This project will be managed out of our Austin, Texas office location, primarily utilizing Texas-based staff.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

**Applied Research Associates, Inc.**
**TBPE Firm Registration No. F-4631**

Robert R. Williams, P.E., APMP
Principal Civil Engineer I

Michael J. Harrell, P.E.
Principal Engineer & Division Manager

100 Trade Centre Dr., Suite 200 • Champaign, IL 61820
(217) 356-4500 • Fax: (217) 356-3088 • www.ara.com

# 1 PROJECT UNDERSTANDING

***The City of Taylor, Texas currently utilizes the Pavement Condition Index (PCI) method as defined by ASTM D6433 for assessing the condition of city-maintained roadways. The PCI procedure is used as the basis for their pavement management program to track network condition, plan maintenance, and develop budget plans as part of managing their roadway network. This project consists of conducting an automated pavement condition assessment and PCI calculation for city-maintained roadways. The City's road network consists of approximately 231 centerline miles. We also understand that the city requires asset data collection and extraction. The assets that will be collected and extracted include fire hydrant and curb and gutter condition. Roadway assets will be collected, analyzed, and extracted by our subconsultant EyeVi Technologies.***

Figure 1 below shows a layout of the city's network.

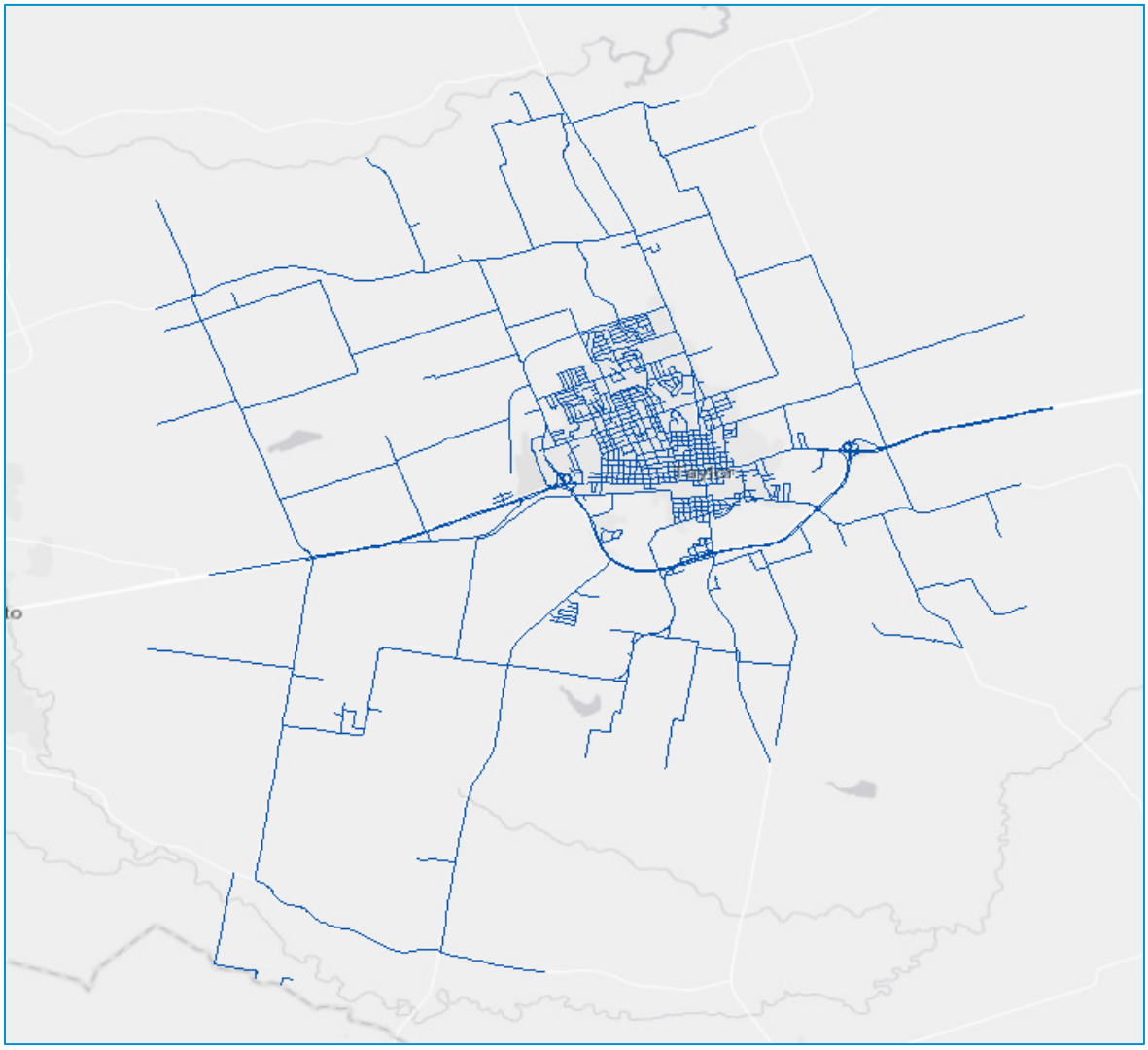


***Figure 1 City of Taylor Network***

# 2 SCOPE OF SERVICES

## 2.1 TASK 1: PROJECT MANAGEMENT

The objective of this task is to ensure the scope of work, data collection protocol, quality control/quality assurance, project schedule, traffic control plan, jurisdictional contacts, reporting requirements, and other project-specific requirements are adhered to throughout the project. In addition to the kick-off meeting and regular e-mail and telephone communications, up to three (3) additional meetings will occur throughout the project at completion of major tasks and to review the results of this study at key milestones.

## 2.2 TASK 2: INVENTORY REVIEW & ROUTING

### *2.2.1 Inventory Review*

An important step of this project that will take place prior to the data collection is an evaluation of the City's current roadway and pavement management inventory datasets to efficiently plan data collection. The City will need to provide the following information to facilitate the analyses to be performed by ARA:

- Pavement management database;
- Shape files of road centerlines; and
- Support to resolve inventory discrepancies between current and historic GIS information.

This task is continual throughout the project, incorporating inventory discrepancies that may be found in later stages of the project based on actual field conditions. This full vetting of the City's inventory will start before data collection begins and continue until all final analyses and reporting are complete. Figure 2 below shows our inventory review procedure at each stage of the project. For example, at the data collection stage, it is common to find a road in the City's inventory; however, during collection our technician may find that the road is closed for construction or not available at all. In such a situation, our technician will put a comment on that road stating the reason for not collecting the data. From there, the engineers in the office will update the current inventory to reflect the actual state of the network.

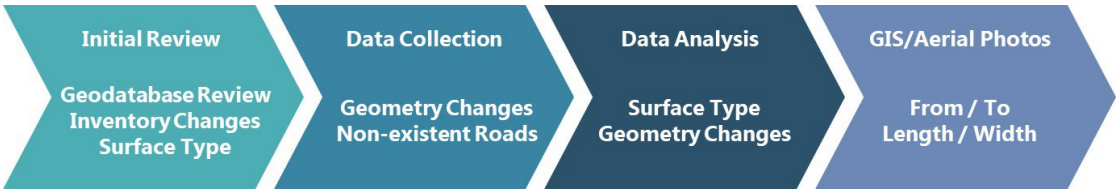



***Figure 2 Inventory Review Process***

### *2.2.2 Routing*

Once inventory records have been reconciled, ARA will then "route" our collection plan. ARA's route-optimization programs minimize data collection times in the field and facilitate data processing once data has been submitted to the office. Based on our preliminary review of the City's roadway inventory, we estimate approximately 231 test miles of streets maintained by the City.

## 2.3 TASK 3: DATA COLLECTION

### *2.3.1 Distress Data Collection*

ARA proposes to provide automated data collection using the ARA Multi-Functional Vehicle (MFV), see Figure 3 below, equipped with a 3D Laser Crack Measurement System (LCMS). During data collection, this vehicle is driven at posted speed limits (up to 60 mph.) We do not anticipate any traffic control requirements. Our MFV is equipped with appropriate flashing lights and sign markings for additional safety. Additionally, all vans used for collection are marked with the company name.

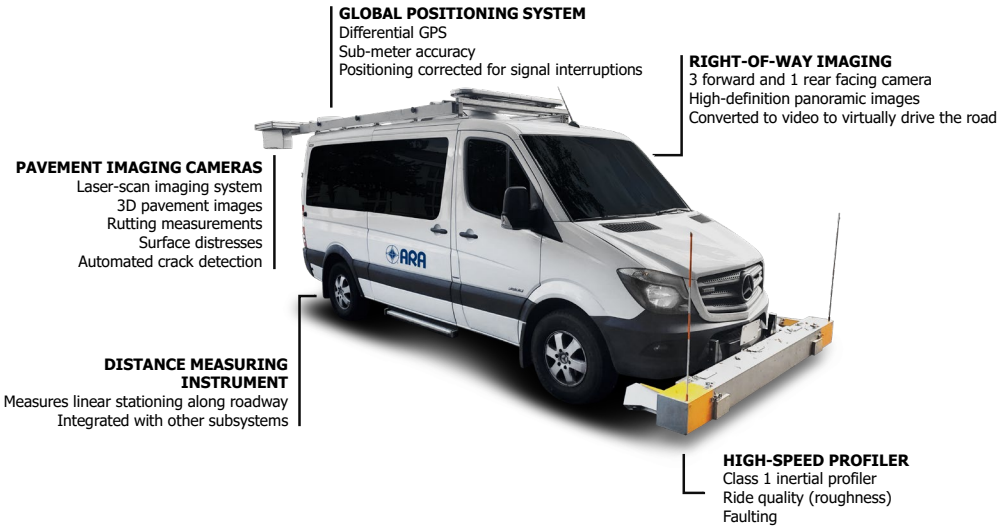



***Figure 3 Data Collection Vehicle***

The MFV is equipped with the latest sensors and hardware required for accurate, high-quality pavement data collection, including:

- Pavemetrics Laser Crack Measurement System: The imaging systems provides very high-resolution pavement images. The system is configured to capture 4m (approximately 13 ft.) pavement width with 2mm resolution and can operate at speeds up to 60 mph. In addition to the pavement imagery, the 3D imaging system allows for rutting measurements to be obtained.
- Dynatest Model RSP-5051 Mark III High-Speed Laser Profiler: The Road Surface Profiler (RSP) is equipped with 6 lasers and 2 accelerometers and is a Class I (highest standard) profiler. In addition to pavement profile measurements, the RSP is capable of calculating IRI and rutting in real time.
- High-definition Right of Way (ROW) cameras: The system includes two UniBrain cameras capable of capturing color images in 1920x1080 format or higher. Images are acquired and stored every 20 ft. and all images are geotagged.
- Inertial Measurement Unit (IMU) and GPS: The MFV is equipped with an Applanix POS LV V5 inertial navigation system for recording sub-meter accuracy GPS coordinates.In addition, our system also captures pavement geometry including cross slope, radius of curvature and longitudinal grade.

### *2.3.2 Asset Data Collection*

Situated in Austin, Texas, EyeVi Technologies will perform asset inventory collection and extraction services. EyeVi Technologies provides computer-vision hardware and an Artificial Intelligence (AI)-based mapping platform to survey, identify, and locate a wide array of infrastructure assets including, road signs, safety barriers, markings, crossroads. EyeVi's mission is to make road infrastructure management sustainable and cost-effective through digitalization. In comparison to manual image digitization or on-site visual assessment, EyeVi's solution saves about 50% of labor costs and 90% of data processing while achieving acceptable accuracy.

For asset data collection, EyeVi Technologies will use their Mobile Mapping System (MMS) to collect inventory data for traffic control signs, pavement striping, and pavement markings. EyeVi' s MMS consists of a 360° panoramic camera, LiDAR scanner, dual antenna GNSS/INS system, power inverter, and an onboard computer with software. All the equipment is easily mountable to any car type within an hour. The 360º panoramic camera, presented in the opposite Figure 4, is 30 MP and equipped with six high sensitivity 5 MP Sonny CCD global shutter systems. Additionally, the Lidar sensor can collect data up to 1,200,000 Points Per Second (PPS) achieving an accuracy of ∓3 cm.



***Figure 4 EyeVi Ladybug Camera***

During data collection, EyeVi's MMS will be fixed on top of ARA's distress collection equipment to collect both assets and surface distress data simultaneously, as presented in Figure 5. Through this equipment (ARA's distress data collection + EyeVi's MMS), field data collection will be conducted cost-effectively. The figures below show the MMS setup during assets data collection and the resulting raw panoramic imagery.

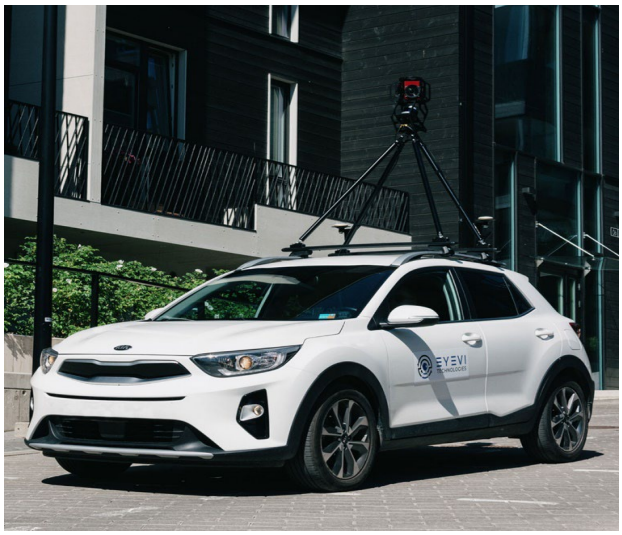


*Figure 5 EyeVi Ladybug Camera During Data Collection*

### 2.4 TASK 4: DATA PROCESSING AND DISTRESS RATING

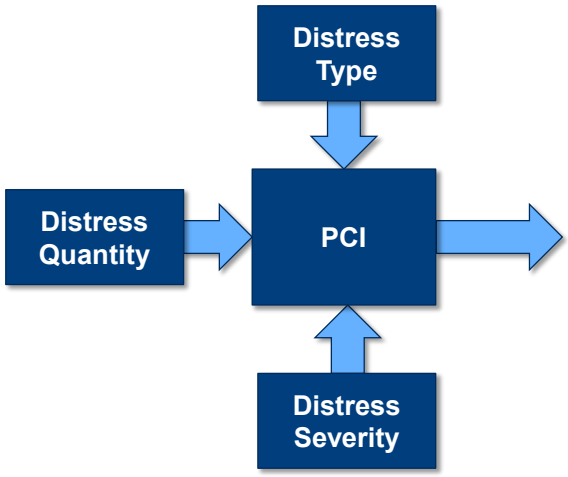
Data acquired with the Laser Imaging system allows the automated detection/identification of various types of distresses including all types of cracking, rutting, raveling, potholes, edge drop-off, sealed cracks, lane markings, and macrotexture. However, it should be noted that for PCI calculation purposes, the ASTM D 6433 standard includes 20 distress types for both asphalt and concrete surface types. Due to the complexity of separating all distresses into the 20 distress types, we believe it is prudent to follow a two-step approach for distress rating, where a combination of fully automated computer-based crack type determination and a semi-automated rating process performed by an experienced pavement inspector. ARA will determine the most suitable approach to ensure quality results for the City. All acquired data will be analyzed through distress rating software, Dynatest Explorer/Dynatest Rating Module (DE/DRM); shown in Figure 5 below. Distresses will be categorized by type, severity, and quantity the results including location and extent. International Roughness Index (IRI) values will also be reported for each roadway segment. IRI quantifies the ride quality (rough or smooth) that the traveling public experiences on the roadway. A 0 to 100 ride condition index will be calculated for each road segment based on the IRI values. The rutting measurements on each roadway are measured by the 3D-LCMS camera and will be reported individually as well as included as part of the Pavement Condition Index calculation.




*Figure 6 ARA Distress Rating Procedure*

## 2.5 TASK 5: PAVEMENT CONDITION INDEX CALCULATION

ARA will compile the data into PAVER™ for Pavement Condition Index (PCI) score calculation for each roadway section according to ASTM D 6433. The PCI is an objective and repeatable method for assessing pavement condition and is used by agencies worldwide. The PCI is a pavement condition numerical rating that ranges from 0 to 100, with 0 being the worst possible condition and 100 being a roadway in perfect or near-perfect condition, see Figure 7.




| PCI Category | PCI Range |
|---|---|
| Good | 86-100 |
| Satisfactory | 71-85 |
| Fair | 56-70 |
| Poor | 41-55 |
| Very Poor | 26-40 |
| Serious | 11-25 |
| Failed | 0-10 |

*Figure 7 Pavement Condition Index*

## 2.6 TASK 6: VIEWING SOLUTION

ARA will train-on and provide the City a Google Earth-based viewing tool that will allow for reviewing video and condition scores of the roadways. No special software installation is required to utilize this tool, only server space to save the images collected with the data collection vehicle. A description of this tool is described in another section of this proposal. ARA will work with the City to define which elements to include and the graphical layout of the tool to be provided. The Google Earth based solution is extremely intuitive to use and requires minimal training and resources on the City's end to use. Figure 8 shows our video viewing tool.



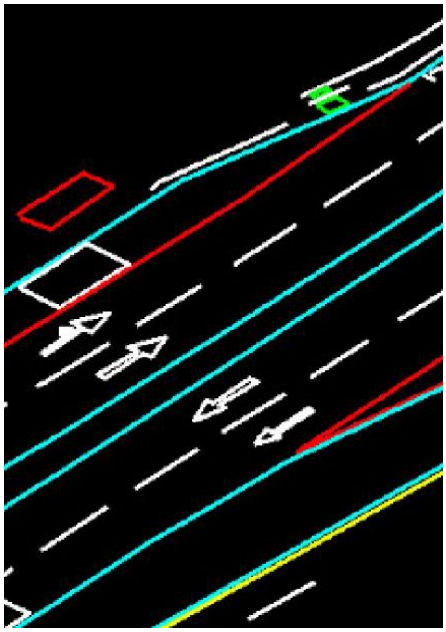

*Figure 8 ARA Video Viewer*

## 2.6 TASK 7: ASSET EXTRACTION

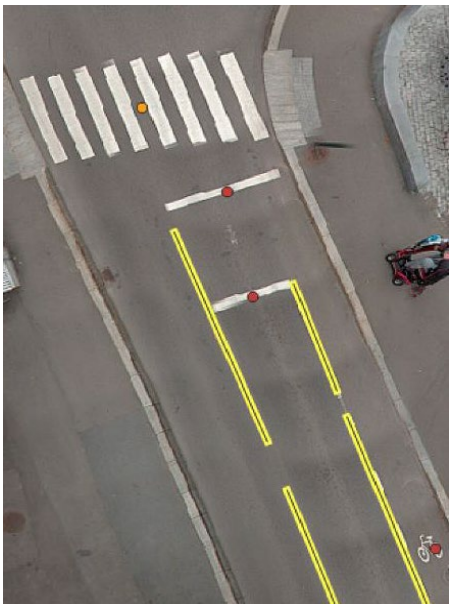
After asset data collection, captured images will be transferred to AWS Cloud Storage for data processing. Afterward, the EyeVi automated data processing pipeline will use asset raw data to produce a primary asset database that includes georeferenced panoramic images and HD orthophoto-like imagery. Then, the EyeVi Artificial Intelligence (AI) module will be deployed to extract the fire hydrant and curbs and gutter. EyeVi' s quality assurance team will then validate the outputs and make corrections or add project-specific extra attributes. As requested, we will submit the following deliverables:

- A GIS-compatible file of all existing fire hydrants; and
- A GIS-compatible file for curbs and gutter locations.

Sample results are presented in Figure 9 below:



*Road Marking Detection*



*Marking Vectorization for GIS Platform*

***Figure 9 EyeVi Work Sample***

### 2.7 TASK 8: FINAL REPORT

This involves preparing a final report that will document all fieldwork, streets PCI scores, ride statistics, and distress information. This report will include the following:

- Summary of fieldwork;
- GIS maps summarizing roadway condition scores;
- Spreadsheet and/or database summaries of network condition;
- Video viewer showing pavement PCI scores, surface type, and more; and
- GIS maps summarizing fire hydrants locations and general condition of curbs and gutters.

A draft of the report will be prepared and provided to the City for review. Upon inclusion of City comments and acceptance of the report by the City, ARA will finalize the report. Should more detailed project level plans need to be created, additional fees may be applicable and will be addressed with the City at that time. It should also be noted, that due to future circumstances, the plan presented to the City in this document is subject to change at the City's discretion. Additional revisions of the plan provided or report may entail additional fees.

## 3 PROJECT SCHEDULE

Completion of the project will take approximately 5 months from mobilization for field data collection, assuming timely feedback from the City on deliverables. The expected timeline of the current project is presented in Table 1 below.

***Table 1 Project Timeline***

| Deliverable | Due Date |
|---|---|
| **Pavement Condition Index (PCI) for each roadway** | 1-2 months from mobilization |
| **Asset Data Collection and Extraction** | 1-3 months from mobilization |
| **Update of PAVER database with current conditions** | 2-4 months from mobilization |
| **Viewing Solution** | 3-5 months from mobilization |

## 4 PROJECT PRICE

ARA will provide the services noted in this proposal on a firm fixed price basis. The initial contract value shall be **$107,200**.

| Task | Fee |
|---|---|
| Task 1: Project Management | $10,200 |
| Task 2 - Inventory Review & Routing | $4,400 |
| Task 3 - PMS Data Collection | $17,500 |
| Task 4 - PMS Data Processing & Distress Rating | $23,900 |
| Task 5 - PCI Calculation | $3,900 |
| Task 6 - Viewing Tool | $4,900 |
| Task 7 - Asset Data Collection and Extraction | |
| *Asset Data Collection* | $8,700 |
| *Base Processing (required for subsequent Task 7 items)* | $2,900 |
| *Asset Extraction – Fire Hydrants* | $8,700 |
| *Asset Extraction – Curb & Gutter* | $11,600 |
| *Images* | $5,100 |
| Task 8 - Report | $5,400 |
| **Total** | **$107,200** |

ARA will invoice monthly on a percent complete basis for payment to be made within 30 days of receipt of invoice (Net 30).

## 5 GROUND RULES AND ASSUMPTIONS

ARA's offering is based on the following ground rules and assumptions. Should any of these be adjusted during negotiations, the proposed offer, including pricing may be subject to change.

- ARA anticipates a fixed price contract for all tasks except for the asset extraction line items.
- Pricing is based on up to 231 test miles. Significant increase **(i.e., more than 5%)** in actual test miles may result in increase in fee.
- The assumed period of performance is September 2023 through January 2024 for the condition survey and analysis. Database updates to occur annually and will take about 1 month per update.
- ARA will submit invoices on a monthly basis on a percent complete basis with payment terms of net 30.
- ARA requires the following support from the City for the effective completion of this project:
    - Kick-off meeting with all City stakeholders to clearly define project goals, objectives, schedule, expectations, deliverables, communication plan, and invoicing plan, as well as information required from the City.
    - Provision of Street Inventory GIS file in ESRI compatible format.
    - Provision of maintenance records that can easily be associated to the Street Inventory GIS file.
    - Provision of current maintenance activities and costs.
    - Review and comment on preliminary drafts of work plan and final report.
- Changes to the scope of work may result in increase in fee, not limited to additional analysis effort, mobilization, and per diem fees.
- Delays on site due to circumstances beyond ARA's control, including, but not limited to, weather or other items to be provided by client, may incur additional fees, not limited to standby time fees for field crew, mobilization fees, and per diem fees (refer to fee schedule).
- The pavement condition survey requires that the weather will be suitable for testing. If there is a significant chance or actual presence of rain, the testing will be delayed.
- We require a suitable roadway inventory from the City in an Esri compatible GIS file format with each road section clearly defined at least one month before data collection. We cannot perform fieldwork without this information and will delay mobilization until this information has been received. Extended delays in getting this information may result in scheduling conflicts with other scheduled fieldwork. Data collection and data processing cannot be completed without this information.

## 6 ACCEPTANCE OF PROPOSAL

Your signature below indicates your acceptance of this proposal in accordance with the scope, price, schedule, and the terms and conditions contained herein, and will create a binding agreement between City of Taylor and ARA. This acceptance will act as a notice to proceed.

| Acceptance and Authorization |
|---|
| Name (print) |
| Title |
| Signature: |
| Date: |

# 7 TERMS & CONDITIONS

Applied Research Associates, Inc. (ARA) agrees to perform the specified work with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

## 1. INDEPENDENT CONTRACTOR

ARA will act as an independent contractor and not as Client's agent for any purpose and will have no authority to make any commitments on behalf of Client or to bind Client in any way whatsoever.

## 2. PROJECT SUPERVISION AND ASSIGNMENT

ARA shall have wide discretion in the methods used to perform any assigned tasks unless specified otherwise. ARA will cooperate with the Client to the extent possible to arrange for consultations between the Client, ARA personnel, and others engaged in rendering services to the Client related to ARA's performance under this agreement. ARA agrees that no tasks shall be performed or expenses incurred without specific authorization of the Client.

## 3. OWNERSHIP OF DOCUMENTS

All data, information, software, hardware, and documents produced by ARA under this agreement shall remain the property of ARA and may not be used by the Client for any endeavor outside of the scope of this agreement without the written consent of ARA, unless otherwise noted in this agreement.

## 4. ACCESS TO PROJECT SITE

If required for the performance of this effort, ARA will be granted timely access to the project site as needed. If traffic control or protection is required, it shall be provided by the Client or specific provisions will be made for ARA to provide traffic control or protection at an additional cost to the Client. ARA will take precautions to minimize damage when performing its work, but ARA is not responsible for any items destroyed as a necessary part of the work.

## 5. PAYMENT

ARA will invoice monthly and at the completion of the project, with payment due net 30 days. Interest will be charged on amounts outstanding for more than 30 days. The interest rate will be 1½ percent per month, compounded until paid. In the event of late payment, the Client agrees to pay all collection costs, legal expenses and attorneys' fees incurred by ARA in collecting payment, including interest. In the event that some portion of the invoice is disputed, payment for the undisputed portion of the invoice will be made within 30 days. If the Parties are unable to reach agreement regarding the disposition of the disputed portions of the invoice within 21 days, the matter will be resolved according to the Dispute Resolution clause of this agreement.

## 6. HIDDEN CONDITIONS OR HAZARDOUS MATERIALS:

If ARA has reason to believe that a hidden condition may exist, ARA shall notify the client who shall authorize and pay for all costs associated with the investigation of such condition and if necessary, all costs necessary to correct such condition. If (a) the client fails to authorize such investigation of the correction after due notification, or (b) ARA has no reason to believe that such condition exists, the Client is responsible for all risks associated with this condition, and ARA shall not be responsible for the existing condition nor any resulting damages to persons or property. ARA shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

## 7. TERMINATION OF SERVICES:

This agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay ARA for all services performed to the date of termination, all reimbursable expenses and reasonable termination expenses.

## 8. CONFIDENTIALITY

Unless required by law or Court order to do so, the Parties shall not disclose Confidential Information to anyone other than receiving Party or its authorized employees, agents or representative on a need-to-know basis authorized in writing by the disclosing Party. For purposes of this Article, "Confidential Information" shall mean (1) data, information, processes, or documents, financial information in any form, tangible or intangible, provided to the receiving Party on behalf of disclosing Party for use in performing the services; (2) information generated by a Party in the course of performing the services of this Agreement that has been designated as confidential. Neither Party shall use such Confidential Information for any other purpose than the performance of Agreement.

Confidential Information does not include information that:

a. is already known by or generally available to the public at large; or
b. is already in the possession of the information without confidentiality restrictions; or
c. becomes known to the receiving Party from a source other than disclosing Party, and not subject to an obligation of confidentiality; or
d. was already independently developed by the receiving Party.

## 9. INDEMNIFICATION

Each party (indemnitor) shall indemnify and hold harmless the other party (indemnitee) from and against any and all (including third party) claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of services, to the proportional extent that any such claims, damage, loss or expense is caused by the negligent act or omission and/or liability of the indemnitor, anyone directly or indirectly employed by the indemnitor.

## 10. CONSEQUENTIAL DAMAGES

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

## 11. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations under this Subcontract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes , acts of any governmental body, failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, or inability to obtain labor, materials, power, equipment, or transportation (collectively referred to herein as "Force Majeure"). Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

## 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, excluding its principles of conflicts of laws. The United Nations Convention for the International Sale of Goods is expressly excluded from this Agreement, and shall have no force or effect on the parties.

## 13. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this agreement, or breach thereof, which may be properly submitted to arbitration, shall be settled by arbitration. The substantially prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses and attorney's fees it incurred in connection with any suit or legal or administrative action or appeal with respect to this order or the transaction under it.

## 14. NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and ARA. No third party shall have the right to rely on ARA opinions rendered in connection with the Services without ARA written consent and the third party's agreement to be bound to the same conditions and limitations as Client.

## 15. COMPLETE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire Agreement of the parties hereto, and all previous communications between the parties, whether written or oral with reference to the subject matter of this Agreement, are hereby canceled and superseded. No modification of this Agreement shall be binding upon the parties hereto, unless in writing and duly signed by a duly authorized representative of the parties authorized to bind the party to this agreement.

# Standard Schedule of Consulting Fees

***Effective January 1, 2023***

The following schedule of fees, terms, and conditions are for engineering consulting and expert services provided on an hourly basis by Applied Research Associates, Inc. (ARA). All rates are given in US currency and are updated annually on January 1.

## SECTION 1 – PRICING SCHEDULE

### LABOR PRICING

Reimbursement for professional, technical, and administrative staff will be made at the individual's direct hourly rate times a multiplier of 3.0. Reimbursement for expert professional staff for deposition and court appearance will be made at the individual's direct hourly rate times a multiplier of 5.5. Typical direct hourly rates by job classification are provided in Attachment A.

### OTHER DIRECT COSTS

#### *Travel Expenses*

Travel costs are direct project expenses for meals, incidentals, motels, airfare, mileage, rental car, parking, and other travel costs. While ARA employees attempt to travel under US government guidelines, travel and per diem expense rates for non-government projects are not regularly available. Travel and per diem expenses are not limited to government per diem.

#### *ARA Equipment & Specialty Software*

ARA owns and operates pavement testing equipment including but not limited to FWD, HWD, GPR, MIT Scan-II, Pavement Coring, Profile, Geo-referenced Digital Images, and software/systems such as Pavement ME Design, RoadCare, PaVision®, vRWIS, etc. A schedule of prices for selected items is included in Attachment A, and additional items may be available upon request. These rates do not include engineering time, operator time, travel, or per diem costs during mobilization or field testing. Field testing equipment use is considered a direct project expense.

#### *Other Direct Expenses*

All direct job expenses will be charged at cost.

### PURCHASES & SUBCONTRACTS

Charges for purchases, subconsultants, and subcontractors will be at invoice plus 15 percent.

## Attachment A – Typical Labor & Commercial Pricing

### TYPICAL HOURLY LABOR RATES BY CATEGORY

| Labor Category | Average Direct Rate | Commercial Home Office | Commercial Field Office |
|---|---|---|---|
| Principal Subject Matter Expert | $110.40 | $326.00 | $275.00 |
| Principal Program Director | $91.40 | $272.00 | $230.00 |
| Principal Technical Professional 2 | $83.80 | $249.00 | $210.00 |
| Principal Technical Professional 1 | $68.80 | $205.00 | $174.00 |
| Senior Technical Professional 2 | $59.30 | $178.00 | $151.00 |
| Senior Technical Professional 1 | $51.00 | $155.00 | $131.00 |
| Staff Technical Professional 2 | $42.60 | $130.00 | $110.00 |
| Staff Technical Professional 1 | $34.20 | $105.00 | $89.00 |
| Junior Technical Professional | $29.60 | $92.00 | $78.00 |
| Lead Technician | $41.60 | $127.00 | $108.00 |
| Senior Technician | $30.60 | $94.00 | $80.00 |
| Staff Technician | $21.20 | $67.00 | $58.00 |
| Junior Technician/Aide | $18.80 | $59.00 | $51.00 |
| Senior Operations Manager | $77.40 | $234.00 | $199.00 |
| Operations Manager | $52.60 | $158.00 | $133.00 |
| Principal Professional Support | $46.50 | $141.00 | $120.00 |
| Senior Professional Support | $38.50 | $118.00 | $101.00 |
| Staff Professional Support | $31.60 | $97.00 | $83.00 |
| Junior Professional Support | $27.50 | $86.00 | $74.00 |
| Administrative Support 2 | $22.30 | $70.00 | $60.00 |
| Administrative Support 1 | $20.20 | $65.00 | $55.00 |

## COMMERCIAL EQUIPMENT & SOFTWARE PRICING

| Equipment Item | Unit Rate | Units |
|---|---|---|
| Computer (standard) | 4.00 | Hour |
| Computer (analysis and development) | 8.00 | Hour |
| Falling Weight Deflectometer | 1,580.00 | Day |
| Pavement Friction (both apply) | 2,100.00 | Day |
| Pavement Friction (both apply) | 1.40 | Mile |
| Pavement Core Truck | 660.00 | Day |
| Pavement Core Truck | 1.40 | Mile |
| Pa-Vision Pavement Image System | 1,320.00 | Day |
| Image Processing Workstation | 270.00 | Day |
| Pavement Marking Retroreflectivity | 660.00 | Day |
| Pavement Sound & Texture | 1,580.00 | Day |
| Pavement Survey Vehicle | 0.90 | Mile |
| MIT SCAN-II | 660.00 | Day |
| High Speed Profiler (both apply) | 1,320.00 | Hour |
| High Speed Profiler (both apply) | 1.40 | Mile |
| Laser Crack Measuring System (LCMS) | 1,970.00 | Day |
| Video Survey Workstation (manual) | 10.50 | Hour |
| Video Survey Workstation (automated LCMS Processing) | 66.00 | Day |
| Rolling Inclinometer | 660.00 | Day |
| Golf Cart (per cart) | 40.00 | Day |
| Airport Survey / Tow Vehicle (both apply) | 120.00 | Day |
| Airport Survey / Tow Vehicle (both apply) | 0.40 | Mile |

Note: Equipment use and mileage rates apply to mobilization/demobilization from ARA's office(s) to the site.

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR | |
|---|---|
| ☒ | Streets/Infrastructure |
| ☐ | Quality of Life |
| ☐ | Economic Vitality |

**Agenda Item #:** 10

**Agenda Title:** **Consider Construction Change Order No. 8, award for New Sludge Pumps and Refurbishment of Belt Press.**

**Council Action to be taken:** Consider Bid Award

**Department Submitted:** Public Works

**Staff Contact:** Jim Gray, Public Works Director,
Jacob Walker, HDR Engineering, City Engineer

## 1. PURPOSE/DESCRIPTION

The purpose of Change Order No. 8 is to add solids handling and dewatering improvements to the existing construction contract with CSA Construction, Inc. (CSA) for the Mustang Creek Wastewater Treatment Plant (WWTP)Train 2 Rehabilitation, which includes furnishing and installing new sludge pumps and refurbishing the existing 2-meter belt press to accommodate the increased wastewater loadings from Samsung flows.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Change Order (CO) No. 8 includes work necessary to accommodate increased solids loads associated with the new supplemental carbon feed system improvements that are being implemented to accommodate wastewater flows from Samsung. The Change Order includes Change Proposal Request (CPR) 16.2 for the proposed improvements and is for a total of $450,100.00 and a contract time extension of 168 calendar days. The CPR description follows.

- Furnish and install new sludge pumps: The existing sludge pumps pose risks for increased solids handling requirements for increased wastewater flows from Samsung. The proposed change is to replace the two existing sludge pumps to accommodate the increased solids loading anticipated from the Samsung flows.
- Refurbish the existing two-meter belt filter press: The existing two-meter belt poses risks for increased solids handling and dewatering requirements for increased wastewater flows from Samsung. The belt filter press needs to be refurbished to accommodate the increased solids loading from Samsung flows.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Replacing the sludge pumps and refurbishing belt filter press will provide the ability to accommodate increased solids loading and dewatering needs from Samsung flows. | • None |

## 4. RECOMMENDATION

The recommendation is for approval of Change Order No. 8 to CSA Construction, Inc. for the bid of $450,100 and a 168-day contract time extension.

## 5. FUNDING SOURCE

CPR No. 16.2 will be charged as a surcharge to the Samsung Wastewater Service Agreement.

An estimate of related items needed related to utilizing supplemental carbon at the WWTP and the increased solids handling and dewatering was previously provided. The table below summarizes the estimated costs versus the actual bid amount.

**Supplemental Carbon Treatment Cost Summary**

| | **Carbon Feed Estimated Costs** | | **Actual Costs** |
|---|---|---|---|
| Design, Construction Management, and Operational Supervision of Supplemental Carbon System | $211,000 | Design, Construction Management, and Operational Supervision of Supplemental Carbon System | $211,000 |
| Construction of Supplemental Carbon System and Support Sludge Processing Systems | $250,000 | Construction of Supplemental Carbon System and Support Sludge Processing Systems - CPR 13 | $559,490 |
| Temporary Dewatering System | $300,000 ($15-$20K/month for 12-18 months) | Dewatering (Solids Handling) System CPR-16.2/CO 8 | $450,100 |
| Vendor Supplied Chemical and Dosing System Packages (Includes 128,000 Gal of MicroC) | $650,000 | Vendor Supplied Chemical and Dosing System Packages (Includes 128,000 Gal of MicroC) - EOSI Bid | $380,550 |
| **Total Estimated Cost for Supplemental Treatment** | **$1,411,000** | **Total Cost for Supplemental Treatment** | **$1,601,140** |
| | | **Additional Surcharge Cost** | **$190,140** |

## 6. TIMELINE

N/A

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

N/A

## 8. ATTACHMENTS

10a. CO No. 8 with backup documentation for CPR 16.2.

# Change Proposal Request No. 16.2
## (Not a Change Order)

| | | | |
|---|---|---|---|
| Project Name: | Mustang Creek WWTP Train 2 Rehabilitation | Owner's Project No. (if applicable): | |
| Project Owner: | City of Taylor | Regulatory Agency Project No. (if applicable): | |
| HDR Project No. | 10294435 | Initiated by: ☒ Engineer ☐ Contractor | |
| Contractor: | CSA Construction, Inc. | Date: 9-22-23 | |

**Attention:** The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

Proposal to furnish & install new sludge pumps & refurbish the existing 2-meter belt press per the attached scope sheet from EI2 & in accordance to CSA's attached proposal breakdown. Please note, this proposal specifically excludes any temporary belt press equipment during the required refurbished duration of 12 to 14 days as discussed during the monthly meeting.

Your prompt review, approval & issuance of a change order for the required work as outlined in the attached proposal breakdown would be greatly appreciated & is imperative to meet the scheduling as required by Samsung.

By Doug Laird

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☒ Increased ☐ Decreased ☐ Unchanged

by **168** calendar days.

This change will: ☒ Add ☐ Deduct ☐ No Change

$ **450,100.00** **(see proposal for cost breakdown)**

CSA Construction – General Contractor *Doug Laird*

Date 9-22-23

HDR Recommendation:

☒ Recommend Acceptance

☐ Do Not Recommend Acceptance

John Marler, P.E.

By: HDR Engineering, Inc.

Date September 29, 2023

Owner's Action:

☒ Accepted ☐ Not Accepted

By: Owner

Date 10/3/23

(Jun 1990; Revised Oct 2001)
Copyright 1991 HDR Engineering, Inc.

**Taylor - Mustang Creek Project** **Additional Time**
**CPR #16.2 - Added New Sludge Pumps & Existing Belt Press** **168**
**Existing Belt Press Refurbishing - Rev 1**
**Change Description:**
**Proposal revised to separate cost for each proposed item of work.**
Furnish & install the proposed new sludge pumps & refurbish existing 2 meter belt press as outlined in EI2's proposals & in accordance to the scope as outlined below. Your prompt review, approval of the change & issuance of a change order for the required work would be greatly appreciated.

**SLUDGE PUMPS**

| Description | Qty | Unit | Unit Cost | LABOR | MATERIAL TAXABLE | MATERIAL EXEMPT | SUBCONTRACT | TOTAL COST |
|---|---|---|---|---|---|---|---|---|
| **CSA LABOR COST** | | | | | | | | |
| **Demolition - 3 men / 2 days** | | | | | | | | |
| Straight Time | 48 | mh | $ 32.00 | $ 1,536.00 | $ - | $ - | $ - | $ 1,536.00 |
| Overtime | 12 | mh | $ 48.00 | $ 576.00 | $ - | $ - | $ - | $ 576.00 |
| **Replacement - 3 men / 3 days** | | | | | | | | |
| Straight Time | 72 | mh | $ 32.00 | $ 2,304.00 | $ - | $ - | $ - | $ 2,304.00 |
| Overtime | 18 | mh | $ 48.00 | $ 864.00 | $ - | $ - | $ - | $ 864.00 |
| | | | | $ - | $ - | $ - | $ - | $ - |
| **Supervision** | 22.5 | mh | $ 50.00 | $ 1,125.00 | $ - | $ - | $ - | $ 1,125.00 |
| | | | | $ - | $ - | $ - | $ - | $ - |
| **CSA EQUIPMENT COST** | | | | $ - | $ - | $ - | $ - | $ - |
| Back Hoe | 1 | wk | $ 2,750.00 | $ - | $ 2,750.00 | $ - | $ - | $ 2,750.00 |
| Drop Off & Pick Up | 1 | ls | $ 3,000.00 | $ - | $ 3,000.00 | $ - | $ - | $ 3,000.00 |
| Fuel | 5 | days | $ 100.00 | $ - | $ 500.00 | $ - | $ - | $ 500.00 |
| Miscellaneous Tools | 1 | ls | $ 1,250.00 | $ - | $ 1,250.00 | $ - | $ - | $ 1,250.00 |
| | | | | $ - | $ - | $ - | $ - | $ - |
| **MATERIALS** | | | | $ - | $ - | $ - | $ - | $ - |
| Concrete | 10 | cy | $ 200.00 | $ - | $ - | $ 2,000.00 | $ - | $ 2,000.00 |
| Form Materials | 1 | ls | $ 1,000.00 | $ - | $ 1,000.00 | $ - | $ - | $ 1,000.00 |
| Miscellaneous Metals | 1 | ls | $ 1,000.00 | $ - | $ - | $ 1,000.00 | $ - | $ 1,000.00 |
| Sludge Pumps | 1 | ls | $ 75,000.00 | $ - | $ - | $ 75,000.00 | $ - | $ 75,000.00 |
| Freight | 1 | ls | $ 2,500.00 | $ - | $ - | $ 2,500.00 | $ - | $ 2,500.00 |
| Pipe Materials | 1 | ls | $ 15,000.00 | $ - | $ - | $ 15,000.00 | $ - | $ 15,000.00 |
| Freight | 1 | ls | $ 800.00 | $ - | $ - | $ 800.00 | $ - | $ 800.00 |
| Demo Removal | 1 | ls | $ 2,500.00 | $ - | $ - | $ 2,500.00 | $ - | $ 2,500.00 |
| | | | | $ - | $ - | $ - | $ - | $ - |
| **SUBCONTRACTS** | | | | $ - | $ - | $ - | $ - | $ - |
| T Morales | 1 | ls | $ 3,800.00 | $ - | $ - | $ - | $ 3,800.00 | $ 3,800.00 |
| Axis Painting | 1 | ls | $ 3,000.00 | $ - | $ - | $ - | $ 3,000.00 | $ 3,000.00 |
| | | | | $ 6,405.00 | $ 8,500.00 | $ 98,800.00 | $ 6,800.00 | $ 120,505.00 |
| | | | Burden @ 48% | $ 3,074.40 | $ - | $ - | $ - | $ 3,074.40 |
| | | | Tax @ 8.25% | $ - | $ 701.25 | $ - | $ - | $ 701.25 |
| | | | Sub-Total | $ 9,479.40 | $ 9,201.25 | $ 98,800.00 | $ 6,800.00 | $ 124,280.65 |
| | | | O&P @ 20% | $ 1,895.88 | $ 1,840.25 | $ 19,760.00 | $ 680.00 | $ 24,176.13 |
| | | | | $ 11,375.28 | $ 11,041.50 | $ 118,560.00 | $ 7,480.00 | $ 148,456.78 |
| | | | Bond @ 2.5% | $ 284.38 | $ 276.04 | $ 2,964.00 | $ 187.00 | $ 3,711.42 |
| **SLUDGE PUMPS** | | | **TOTAL** | **$ 11,659.66** | **$ 11,317.54** | **$ 121,524.00** | **$ 7,667.00** | **$ 152,168.20** |

**EXISTING BELT PRESS REFURBISH**

| Description | Qty | Unit | Unit Cost | LABOR | MATERIAL TAXABLE | MATERIAL EXEMPT | SUBCONTRACT | TOTAL COST |
|---|---|---|---|---|---|---|---|---|
| **CSA LABOR COST** | | | | | | | | |
| **Support Labor** | | | | | | | | |
| Straight Time | 80 | mh | $ 32.00 | $ 2,560.00 | $ - | $ - | $ - | $ 2,560.00 |
| Overtime | 20 | mh | $ 48.00 | $ 960.00 | $ - | $ - | $ - | $ 960.00 |
| | | | | $ - | $ - | $ - | $ - | $ - |
| **Supervision** | 15 | mh | $ 50.00 | $ 750.00 | $ - | $ - | $ - | $ 750.00 |
| | | | | $ - | $ - | $ - | $ - | $ - |
| **MATERIALS** | | | | $ - | $ - | $ - | $ - | $ - |
| Existing BP Rehab Materials | 1 | ls | $ 157,387.00 | $ - | $ - | $ 157,387.00 | $ - | $ 157,387.00 |
| Demo Removal | 1 | ls | $ 78,514.00 | $ - | $ - | $ 78,514.00 | $ - | $ 78,514.00 |
| | | | | $ 4,270.00 | $ - | $ 235,901.00 | $ - | $ 240,171.00 |
| | | | Burden @ 48% | $ 2,049.60 | $ - | $ - | $ - | $ 2,049.60 |
| | | | Tax @ 8.25% | $ - | $ - | $ - | $ - | $ - |
| | | | Sub-Total | $ 6,319.60 | $ - | $ 235,901.00 | $ - | $ 242,220.60 |
| | | | O&P @ 20% | $ 1,263.92 | $ - | $ 47,180.20 | $ - | $ 48,444.12 |
| | | | | $ 7,583.52 | $ - | $ 283,081.20 | $ - | $ 290,664.72 |
| | | | Bond @ 2.5% | $ 189.59 | $ - | $ 7,077.03 | $ - | $ 7,266.62 |
| **EXISTING BELT PRESS REFURB** | | | **TOTAL** | **$ 7,773.11** | **$ -** | **$ 290,158.23** | **$ -** | **$ 297,931.34** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | **TOTAL CHANGE** | **$ 19,432.77** | **$ 11,317.54** | **$ 411,682.23** | **$ 7,667.00** | **$ 450,099.54** |

# Fluid Motion Solutions











ENVIRONMENTAL IMPROVEMENTS -EMAIL ONLY
DO NOT MAIL-AMALTO PO BOX 79266

HOUSTON Texas United States 77279-9266

| | | | |
|---|---|---|---|
| Quote Number | : | QUO-62303-Q8R5C5 | |
| Revision | : | 0 | |
| Quote Date | : | 20 June 2023 | |
| Validity (Days) | : | 30 | |
| Incoterms | : | FCA+HOUSTON, US | |
| Currency | : | USD | |
| Payment Terms | : | N30 | |
| T&Cs | : | NOV Terms and Conditions | |
| Prepared by | : | Jonathan Dorland | |
| Sales Person | : | Kristen Ellis | |
| Customer Contact | : | Brian Phenegar | |
| Phone | : | 512-295-3733 | |
| Email | : | phenegar@ei2water.com | |
| Final Destination | : | United States | |
| End User | : | TBD | |

| Line | Part Number | Description | UOM | Lead Time (Working Weeks) | Qty | Net Price Each | Net Extended Price |
|---|---|---|---|---|---|---|---|
| 1.0 | 1F065G1CDQ3AWA<br><br>2000 Series Pump fitted with 11.0 kW / 15 HP Long Coupled Gearbox and Motor | 2000_SERIES_PACKAGE | EA | 13 | 2 | | |
| 2.0 | 4240203007 | Rot,1f065,aly,chr,std | EA | 1 | 1 | | |
| 3.0 | 4084000401 | Sta,1stg,065,rr100,cbnstl-k | EA | 1 | 1 | | |
| 4.0 | 4230571001 | Conrodasy,f065/f090,alystl | EA | 1 | 1 | | |
| 5.0 | KPF952 | Gear Joint Kit | EA | 9 | 1 | | |
| 6.0 | KPF88Q | Joint Seal Kit | EA | 9 | 1 | | |
| | **Total in USD (Excluding Applicable Taxes)** | | | | | | **$74,123.00** |

*The net pricing cited herein is exclusive of any applicable taxes. Therefore, final net price will be subject to variation based on the geographical location of the transaction.

| | | | |
|---|---|---|---|
| **Customer Name** | **: ENVIRONMENTAL IMPROVEMENTS -EMAIL ONLY** | **Quote Number** | **: QUO-62303-Q8R5C5** |
| **Customer Ref.** | **:** | **Quote Date** | **: 20 June 2023** |

## Item Configuration 1.0 - 2000 Series

1F065G1CDQ3AWA

| | |
|---|---|
| Housing Material | :Cast Iron |
| Rotating Parts | Alloy Steel 4150 - Hard Chrome Plated Rotor |
| Rotor Mark Number | :Standard Rotor |
| Stator | Nitrile |
| Standard Seal | :Braided Teflon & Graphite Packing - Black |
| | : |
| | : |
| Inlet Port | :8 IN |
| Outlet Port | 8 IN |
| Suction Chamber Rotation (Drive End View) | :Vertical |
| Paint | Standard Two-Pack Epoxy Paint- RAL 5005 Blue |
| | : |
| | : |

**Drive -**

| | |
|---|---|
| Drive Type | :Long Coupled Gearbox and Motor |
| Starting Method | Inverter |
| Installed Power | : 15 HP |
| Power Supply | 208/230/460V/3 PH - 60 Hz |
| Gearbox/Gearmotor Speed (Ratio) | :306.0 rpm (5.5 : 1) |
| | : |
| | : |

**Baseplates -**

| | |
|---|---|
| Baseplate | :Inline Brake Bent Baseplate- Mild Steel |

| | |
|---|---|
| Baseplate Options | :None |

**Accessories -**

| | |
|---|---|
| Stator Temperature Protection | :None |

**Testing & Certificates -**

| | |
|---|---|
| Testing | : Standard Hydrostatic Test<br>: Standard Hydrostatic Test & Certificate<br>: Standard Pump Performance Test & Certificate<br>: Standard NPSH Test & Certificate |

**Documents -**

| | |
|---|---|
| Documents | : Operational & Maintenance Manual<br>: General Arrangement Drawing<br>: Standard Submittal Package |

| | | | |
|---|---|---|---|
| **Customer Name** | **: ENVIRONMENTAL IMPROVEMENTS -EMAIL ONLY** | **Quote Number** | **: QUO-62303-Q8R5C5** |
| **Customer Ref.** | **:** | **Quote Date** | **: 20 June 2023** |

## Application Data

| | | | |
|---|---|---|---|
| Pumped Product | : | SG | : 1.00 |
| Capacity | : 180.00 US GPM | Product Temperature | : 20.00 deg C |
| Suction Pressure | : 0.00 psi | Viscosity | : 1.0 cP |
| Discharge Pressure | : 5.00 psi | pH | : 7.00 |
| Differential Pressure | : 5.00 psi | Solid Percentage | : 0.00 |
| | | Solid Size | : 0.00 mm (Hard) : 0.00 mm (Soft) |

## Actual Performance Data

| Capacity | Speed | Frequency | |
|---|---|---|---|
| 162.0 US GPM | 254.7 rpm | 49.94 Hz | Min |
| 180.0 US GPM | 283.0 rpm | 55.49 Hz | Normal |
| 198.0 US GPM | 311.3 rpm | 61.04 Hz | Max |

| | |
|---|---|
| NPSHr | : 3.71 m |
| Absorbed Power | : 2.95 kW / 3.96 HP |

**Variation of above information may affect pump duty point, drive power / rpm or selected pump materials.**

## Pump Construction Details

| | | | |
|---|---|---|---|
| Product Line | : 2000 Series | Max Solid Handling | : 17.1 MM (Hard) / 68.4 MM (Soft) |
| Pump Model | : 1F065G1CDQ3AWA | Rotation | : Suction On Gland |
| No. Stage | : 1 | Suc. Chamber Handling | : Vertical |
| Rotor Mark | : Standard Rotor | Inlet Port | : 8 IN |
| Drive Mech | : Connecting Rod | Outlet Port | : 8 IN |
| Joint Type | : Gear Joint | Paint Finish | : Standard Two-Pack Epoxy Paint- RAL 5005 Blue |
| Drive Coupling | : Long Coupled Gearbox and Motor | | |

## Drive Specification

| | | | |
|---|---|---|---|
| Installed Power | : 15 HP | Insulation Class | : F |
| Starting Method | : Inverter | Enclosure | : TEFC |
| Gearbox Mfg. | : NORD | Efficiency Class | : Premium Efficient |
| Model | : SK872.1 | Duty | : Severe Duty |
| Frame Size (IEC-NEMA) | : N/A - 250TC | IP Rating | : IP55 |
| Gearbox Speed (Ratio) | : 306.0 rpm (5.5 : 1) | Hazardous Area | : - |
| Gearbox Mounting | : B3 | Explosion Rating | : - |
| Motor Mfg. | : WEG | Terminal Box Orien. | : F1 |
| Motor Mounting | : B34 | Force Ventilation | : N |
| Motor Speed | : - | Thermistors | : N |
| Electricity Supply | : 208/230/460V/3 PH - 60 Hz | Anti-Condensation | : N |

## Sealing

| | |
|---|---|
| Shaft Size | : 2.75 IN |
| Sealing Type (Materials) | : Braided Teflon & Graphite Packing - Black |

## Materials

| | |
|---|---|
| Casing Parts | : Cast Iron |
| Stator | : Nitrile |
| Rotating Parts | : Alloy Steel 4150 - Hard Chrome Plated Rotor |

| Baseplate | | Traceability Requirements | |
|---|---|---|---|
| Baseplate Type (Material) | : Inline Brake Bent Baseplate- Mild Steel | Traceability | : Not Required |
| Baseplate Options | : None | | |

| Accessories | |
|---|---|
| Dry Run Protection | : None |
| Suc. Protection Device | : None |
| Dis. Protection Device | : None |

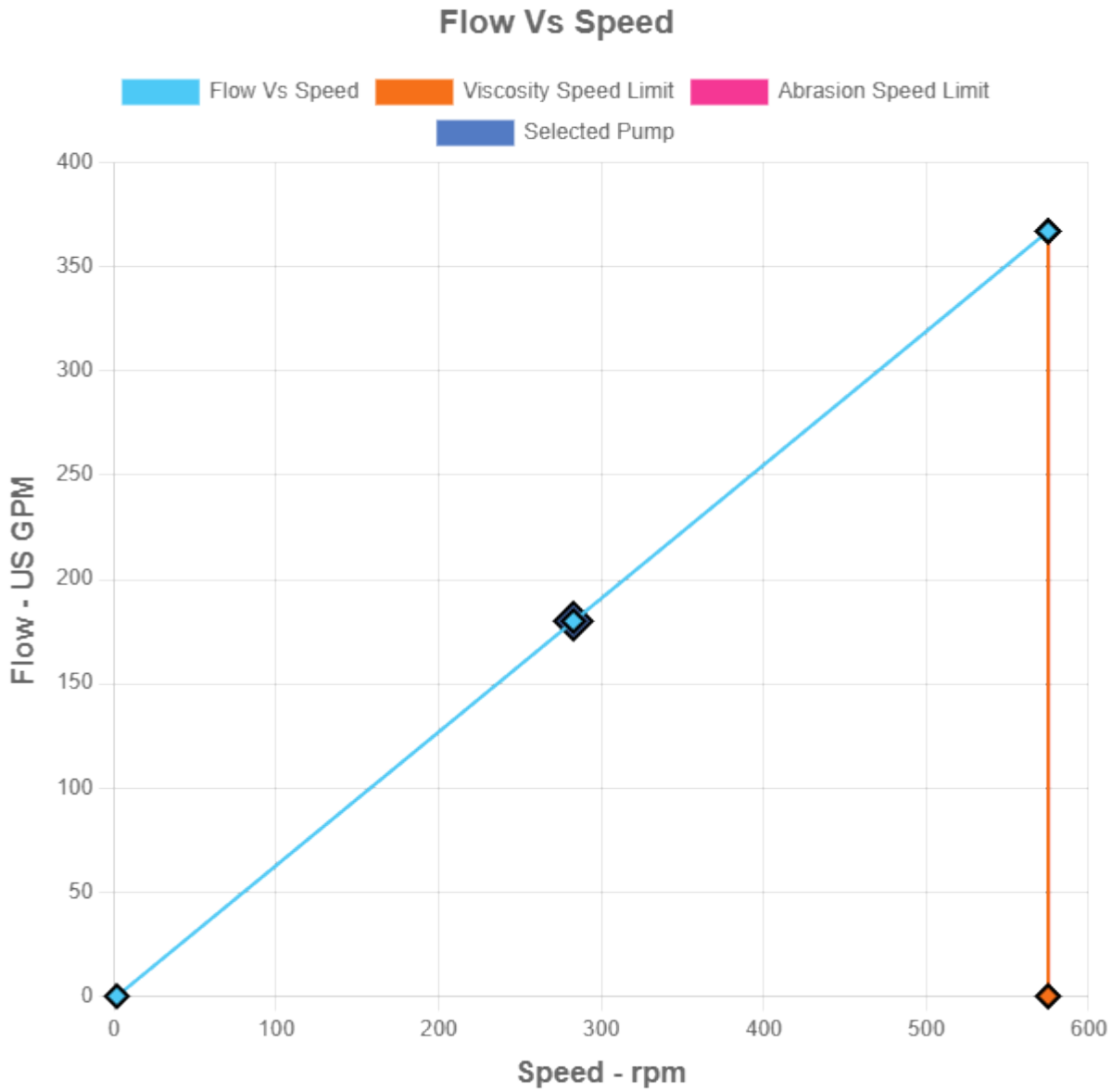
| Testing & Certificates | |
|---|---|
| Testing | : Standard Hydrostatic Test |
| | : Standard Hydrostatic Test & Certificate |
| | : Standard Pump Performance Test & Certificate |
| | : Standard NPSH Test & Certificate |

| Documentation | |
|---|---|
| Documents | : Operational & Maintenance Manual |
| | : General Arrangement Drawing |
| | : Standard Submittal Package |

**Where a frequency inverter is required, this must be suitable for Constant Torque Load. A device is required that has at least an overload capacity of 150% for at least 60s. Supplied by others.**

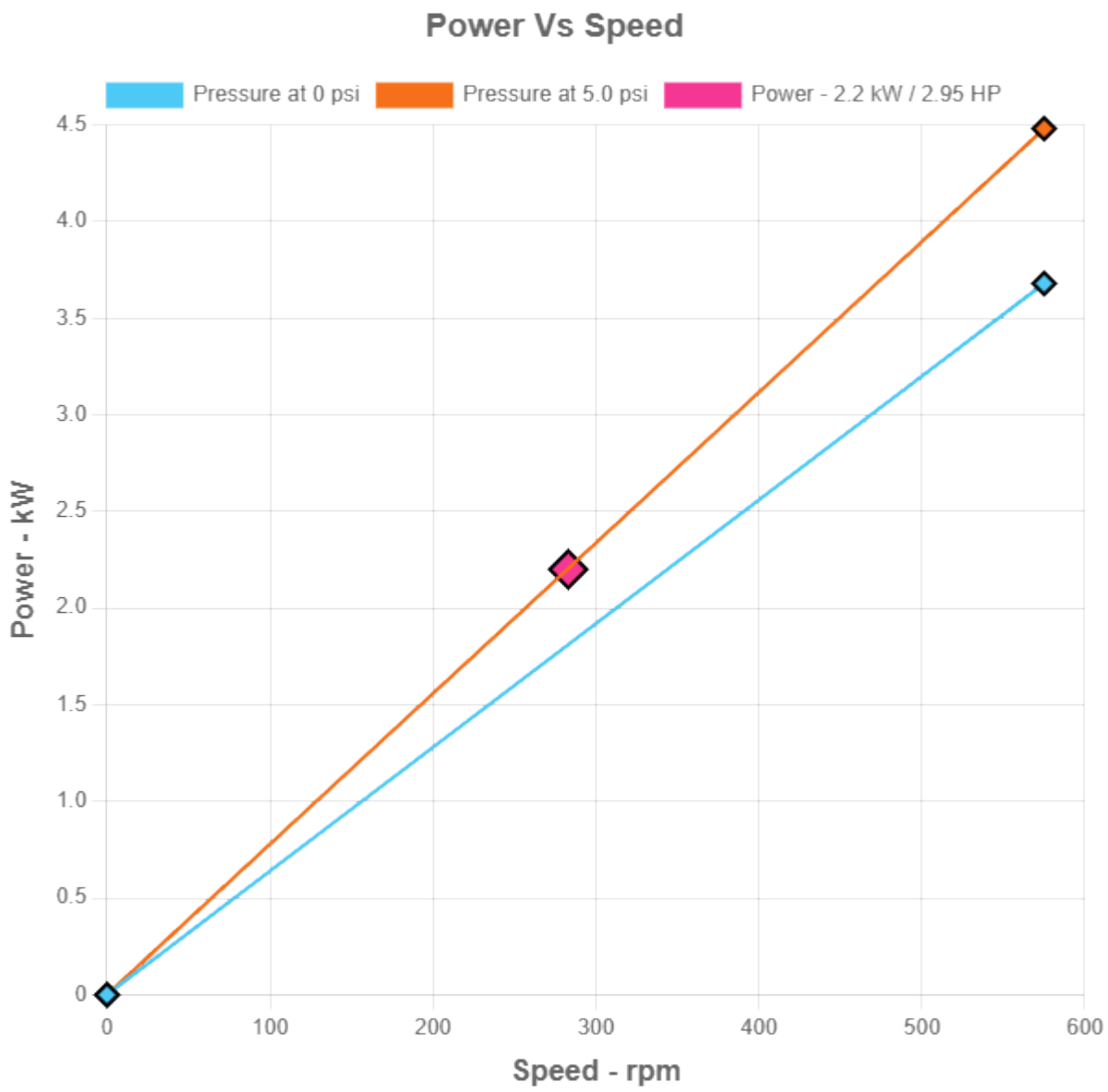
**Pump Model : 1F065G1CDQ3AWA (Line Number : 1.0)**

| Inputs | | |
|---|---|---|
| Pumped Product :<br>Product Temperature : 20.00 deg C | Capacity : 180.00 US GPM<br>Differential Pressure : 5.00 psi | Solids Percentage : 0.00<br>Viscosity : 1.00 cP |
| **Results** | | |
| Speed : 306.0 rpm<br>Actual Capacity : 44.21 US GPM | Start Torque : 149.23 Nm / 110.07 ft-lb<br>Running Torque : 74.24 Nm | NPSHr : 3.71 m<br>Absorbed Power : 2.95 kW / 3.96 HP |




NATIONAL OILWELL VARCO, L.P.
8017 Breen Road
Houston 77064,
USA ABN 77 004 449 478

E industrial@nov.com
https://www.nov.com/fms




NATIONAL OILWELL VARCO, L.P.
8017 Breen Road
Houston 77064,
USA ABN 77 004 449 478

E industrial@nov.com
https://www.nov.com/fms

## COMMENTS AND EXTRAS

**Shipment:** Approximately 13 weeks after our acceptance of your written purchase Order.

**Incoterms:** FCA+HOUSTON, US

**Packaging:** See item price sheets

**Prices: Unless** Seller has issued to the Buyer or Buyer's customer a limited period of price protection, prices are subject to change without notice. The Order is based on the prices of materials, labour, and transport ruling at the date of Order, and the Seller reserves the right to amend the price to meet any increase due to legislation, government orders, regulations, changes to prevailing wages and conditions in the industry, Force Majeure and/or any differences in exchange rates. Goods will be invoiced at the price in effect on the date the Goods are made ready for delivery at Seller's plant.

**Warranty :**12 months from commissioning or 18 months from shipment whichever is sooner. Please refer to our Terms and Conditions of Sale for further information.

**Terms and Conditions of Sale: NOV** T&C's – available on request.

**Exceptions List**

Unless specifically mentioned in our detailed offer for each item listed, the following are NOT included in our price whether specified or not:

Anchor Bolts, Gauges, Panels, Seal or Packing Flush Hardware, Seal Systems, Controls, Contacts, VFDs, Starters (AC Motors), Tools, Valves, Test/Certificate Equipment Recording, Lubricants, Pressure Switches, Special Paint or Paint Preparation, Timers, Taxes and Noise & Vibration Testing.

Exception to specifications. Standard Moyno/NOV pump design, materials, testing, documentation, etc. shall be provided. Quoting based on duty point of 180 GPM at 5 psi.

Maximum particle size is 1.342 inches.

Accessories by others.

Adjustable pressure switch by others.

Flanges are Class 125, 125 LB.

Installation and field quality control by others.

**Area Classification**

Unless otherwise stated goods supplied are for use in non-hazardous "safe" areas only. If in doubt, please contact us.

**ISO 9001:2015**

We hereby assure that NOV-FMS product meets our Quality Management System requirements in accordance with ISO9001:2015.

**EXTERNAL FREQUENCY INVERTER**

Where a frequency inverter is required, this must be suitable for Constant Torque Load. A device is required that has at least an overload capacity of 150% for at least 60s.  Supplied by others.

September 9, 2023

City of Taylor
Mustang Creek W.W.T.P.
95 Olg Cemetery Road
Taylor, TX 76574

Attention: Doug Larid CSA Construction

Reference: Klampress Reconditioning Proposal
(1) Klampress Type 94 2.0 Meter
**Alfa Laval Quote #050823A-MA**

Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us

Alfa Laval Inc. is pleased to offer its proposal on new upgrade replacement parts and machine reconditioning for the above referenced location. Alfa Laval's experience in designing and building new belt filter presses and repairing/rebuilding earlier model belt filter presses can only enhance our position in offering the services and parts needed to provide additional years of service to your Alfa Laval Klampress.

Alfa Laval started its "Rebuild Program" to provide customers with "today's technology" on earlier model belt filter presses as an alternative to purchasing new replacement equipment. For over twenty years Alfa Laval has completed rebuild projects consisting of partial site repairs, complete site machine reconditioning, complete factory machine reconditioning, partial factory machine reconditioning and site machine upgrades.

All parts supplied by Alfa Laval, for reconditioning the Klampress, shall meet Alfa Laval's latest O.E.M. design standards. All parts will be made to Alfa Laval's standard ISO9001:2015 level of quality procedures. All labor shall be performed by qualified Alfa Laval trained service technicians who are experienced in the disassembly/reassembly of the Klampress.

**Scope of Supply:**

Site reconditioning of one (1) Klampress Type 94 2.0-meter belt press at customer's jobsite. Alfa Laval's scope for reconditioning the Klampress includes using only new O.E.M. (Original Equipment Manufacturer) parts, new roller assemblies, site installation labor and inbound freight charges, as detailed below.

Project shall consist of one trip for 12-14 days working extended workdays (10-12 hours per day) including weekend work.

Classified by Alfa Laval as: Business

**Klampress Reconditioning**

| QUANTITY | DESCRIPTION |
|---|---|
| (1) | Alfa Laval to provide a complete set of new 75mm stub shaft rollers consisting of the following:<br><br>(6) 8 5/8" Plain rollers (lower steering/guide)<br>(6) 12 3/4" Plain pressure rollers<br>(1) 16" Perforated pressure roller<br>(1) 11 1/4" Drive rollers<br><br>Drive roller shall be coated with ¼" Buna-N rubber. All other plain rollers and perforated roller coated with 30 mils of thermoplastic nylon. |
| (28) | New Alfa Laval 75mm bearing housing assemblies. Bearing assemblies consist of new nylon coated bearing housings, new triple labyrinth seal, new bearing with steel bronze machined cage, new snap rings, new splash guards and new 316 stainless steel hardware. Greasing intervals every 6 months. |
| (1) Lot | Bearing housing mounting hardware (316 stainless steel). |
| (1) Lot | New upper and lower 316 stainless steel spray showers (washtubes) and new poly support blocks. |
| (1) Set | New upper and lower washbox mounting brackets fabricated from A-36 carbon steel and hot dipped galvanized. |
| (1) Lot | New press mount hydraulic system components consisting of the following:<br>• New fiberglass hydraulic tensioning and steering cylinders.<br>• New hydraulic spin-on filter<br>• New hydraulic oil<br>• New hydraulic manifold with pressure switches/gauges<br>• New hydraulic pump/motor assembly |
| (1) | Install new electrical switches/conduit consisting of the following:<br>• New no cake proximity switch<br>• New belt misalignment proximity switches<br>• New belt breakage proximity switches<br>• New trip cord switch |
| (1) | New single shaft mounted drive unit (Eurodrive FA97 3 horsepower). |
| (1) Set | New set of upper and lower filter belts. |



Classified by Alfa Laval as: Business

| QUANTITY | DESCRIPTION |
|---|---|
| (2) | New 316 stainless steel steering valve/paddle assemblies. |
| (1) | New adjustable wedge plate assembly. |
| (1) Lot | New wear parts consisting of the following:<br>• New rubber seals on washboxes, gravity and wedge section sludge restrainers.<br>• New doctor blades at discharge end of machine, fabricated from ultra-high molecular weight polyethylene (UHMWPE).<br>• New wedge scraper blade fabricated from ultra-high molecular weight polyethylene (UHMWPE).<br>• Install new neoprene rubber flap on reversal roller guard.<br>• New gravity/wedge section grid wear bars fabricated from ultra-high molecular weight polyethylene (UHMWPE).<br>• New rolled grid wear bars fabricated from ultra-high molecular weight polyethylene (UHMWPE).<br>• New chicane blades fabricated from ultra-high molecular weight polyethylene (UHMWPE).<br>• New poly plates, prior to washboxes, fabricated from ultra-high molecular weight polyethylene (UHMWPE). |
| (4) | New scraper poly bushings fabricated from ultra-high molecular weight polyethylene (UHMWPE). |
| (1) | New wedge scraper poly blocks fabricated from ultra-high molecular weight polyethylene (UHMWPE). |
| (1) Lot | Site labor for disassembly/reassembly including local fork-lift rental. After completion, operate machine to ensure belt are tracking and machine is processing cake. |
| (1) | Inbound freight charges. Off-loading at site by others. |

Total Sell Price for (1) one Klampress Reconditioning: **$235,901.00**
F.O.B. Houston, TX with freight allowed to jobsite.

Pricing Breakdown

| | |
|---|---|
| Parts/Freight | $ 157,387.00 |
| Site Services | $ 78,514.00 |

The quoted prices do not include any bonding, local, state or federal taxes, permits or other fees. Any bonding, taxes or fees that may apply must be added to the quoted price and paid by the buyer.

Purchase Order to be made out to "Alfa Laval Inc." with above breakdown pricing.



Classified by Alfa Laval as: Business

**Terms and Conditions:**

Shipment of the parts be made within 20-22 weeks from receipt of Purchase Order. Invoice(s) are due after receipt of the parts on site and/or after completion of site service work. Payment terms are 100% net 30 days. Alfa Laval's Terms and Conditions of Sale are enclosed and apply in their entirety.

Customer shall be responsible for offloading of belt press parts at job site and placing crates in the work area adjacent to the machine where the work will be performed. Customer shall be responsible for disposing of all old machine parts and crating material. Customer responsible for movement of any elevated catwalk, stairs, piping, odor hood, etc. so Alfa Laval's site service technicians can have full access of the machine to perform the site work.

Alfa Laval will warrant, unless otherwise indicated, the new parts of its own manufacturer for a period of (1) one year from date of machine reconditioning. Alfa Laval's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be so defective, provided that such part is, upon request, returned to Alfa Laval's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical reaction or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from improper operation, maintenance, modification, or adjustment. This warranty excludes consumable parts, specifically belts, chicane blades, seal strips, and scraper blades. These items are warranted for a period of thirty days from start up. "Start-up" for the purpose of this agreement shall be the date when the equipment is first placed into operation.

The quoted prices do not include any bonding, local, state or federal taxes, permits or other fees. Any bonding, taxes or fees that may apply must be added to the quoted price and paid by the buyer.

This proposal is offered for acceptance within thirty (30) days from date of quotation. Prices are subject to review thereafter. Prices are firm, based upon receipt of Letter of Intent or Purchase Order and notice to proceed within this thirty (30) day period.

We wish to thank you for the opportunity to provide this reconditioning proposal. Should you have any questions, please feel free to contact the factory or Alfa Laval's Regional Sales Manager Marc Arquit @ 713-882-1286.

Regards,

*Marc Arquit*

Marc Arquit
Regional Sales Manager – South, Water Separation Sales

cc: Larry Packard / Alfa Laval
cc: Brian Phenegar / EI2



Classified by Alfa Laval as: Business

**TERMS AND CONDITIONS OF SALE**

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE**: Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.

2. **PRICES**: Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.

3. **DELIVERY; FORCE MAJEURE**: Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TITLE**: All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.

5. **CREDIT AND PAYMENT**: Payment terms are (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES**: Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.



Classified by Alfa Laval as: Business

8. **DEFERRED SHIPMENT**: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions, we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY**:

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety-day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing, and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES**. THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY**: In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT AND SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively our property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not



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approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION**: Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS**: If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicensable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE**: These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.



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# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☐ Quality of Life |
| ☐ Economic Vitality |

**Agenda Item #:** 11

**Agenda Title:** **Consider Resolution R23-34 accepting Petitions for Release from the Taylor Extraterritorial Jurisdiction.**

**Council Action to be taken:** Consider resolution

**Department Submitted:** City Manager

**Staff Contact:** Brian LaBorde, City Manager

## 1. PURPOSE/DESCRIPTION

In accordance with Senate Bill (SB) 2038, this law authorizes residents and landowners to decide if their respective areas within a city's ETJ remain in the ETJ, offering two pathways for areas within a city's ETJ to be released: (1) through a petition filed by residents or landowners, or (2) by an election on the question of release held in the area within the ETJ.

## 2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

SB 2038 was passed in the regular session and took effect September 1.

## 3. STAFF ANALYSIS

City received several petitions under the aforementioned option (1) wherein

> Sec. 42.104. PETITION REQUIREMENTS. (a) A petition requesting release under this subchapter must be signed by:
>
> (1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or
>
> (2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls

of the applicable central appraisal district.

(b) A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date the first signature for the petition is obtained.

(c) A signature collected under this section must be in writing.

(d) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Sec. 42.105. RESULTS OF PETITION. (a) A petition requesting removal under this subchapter shall be verified by the municipal secretary or other person responsible for verifying signatures.

(b) The municipality shall notify the residents and landowners of the area described by the petition of the results of the petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.102.

(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(d) If a municipality fails to take action to release the area under Subsection (c) by the later of the 45th day after the

date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

## 4. RECOMMENDATION

City Attorney have validated all attached petitions contained within the resolution, therefore, such petitions are eligible for immediate release.

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

N/A

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

N/A

## 8. ATTACHMENTS

11a. Resolution R23-34
11b. Petitions

**RESOLUTION NO. R23-34**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS RELEASING LAND FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND BEING DESCRIBED IN EXHIBITS A-1 THROUGH A-33 TO THIS RESOLUTION, RESULTING IN A REDUCTION OF TAYLOR'S ETJ; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Subchapter D of Chapter 42 of the Texas Local Government Code, landowners or residents may submit a petition seeking release of an area of land from the City's ETJ; and

**WHEREAS**, on or after September 1, 2023, the City of Taylor, Texas received multiple petitions requesting release from its ETJ; and

**WHEREAS**, the City Secretary has reviewed the petitions and confirmed that the petitions attached as Exhibits A-1 through A-33 ("Petitions"), incorporated herein by reference, meet the requirements of Subchapter D of Chapter 42 of the Local Government Code and the petition requirements of Chapter 277 of the Election Code.

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

**SECTION 1.** The City Council of the City of Taylor, Texas, does hereby find that the foregoing recitals are true and correct and adopts the recitals by this reference for all purposes.

**SECTION 2:** The City Council does hereby adjust the boundaries and limits of the ETJ of the City of Taylor, Texas, such that the ETJ of the City of Taylor, Texas shall be is hereby adjusted to release and remove the area subject to the Petitions, from the ETJ of the City of Taylor, Texas.

**SECTION 3.** This Resolution shall take effect immediately upon its passage.

PASSED THIS THE _____ DAY OF _____, 2023.

**CITY OF TAYLOR, TEXAS**

_____
By: Brandt Rydell
Its: Mayor

ATTEST:

By: _____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

By: _____
Mark J. Schroeder, City Attorney

EXHIBIT
A-1

# TIEMANN, SHAHADY & HAMALA, P.C.

TELEPHONE (512) 251-1920 | 102 N. RAILROAD AVE. | FACSIMILE (512) 251-8540
PFLUGERVILLE, TEXAS 78660




September 1, 2023

VIA HAND DELIVERY

Dianna McLean, City Clerk
400 Porter Street
Taylor, Texas 76574

Re: Petition Requesting Release from Extraterritorial Jurisdiction

Dear Ms. McLean:

Enclosed for filing with the City, and consideration by the City Council, is an original Petition Requesting Release from Extraterritorial Jurisdiction. For reference, this petition relates to the following Williamson Central Appraisal District tax parcels:

R019093, R019687, R019691, R019693, R020070, R020159, R108803, R356049, R367561, R507019, R642772, R642777, R642779, and R642781.

Ownership information is included as an exhibit to the petition to assist with your verification of the petition pursuant to Section 42.105 of the Texas Local Government Code.

Let us know if you have any questions regarding this petition. Please indicate receipt of this petition by date-stamping a copy of this letter and the petition.

Sincerely,

Richard Hamala

Richard Hamala

**PETITION REQUESTING**
**RELEASE FROM EXTRATERRITORIAL JURISDICTION**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:

05 Ranch Investments, LLC ("Petitioner"), the owner of the majority in value of the property described by the metes and bounds descriptions and survey maps in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"), files this petition pursuant to the provisions of Section 42.102(b), Texas Local Government Code and requests the City of Taylor, Texas (the "City") to release from the City's extraterritorial jurisdiction all of the Property that is currently within the City's extraterritorial jurisdiction, and would show the following:

I.

The location of the Property with respect to the City's extraterritorial jurisdiction is shown on the map attached hereto as **Exhibit B** and incorporated herein for all purposes. As shown on **Exhibit B**, substantially all of the Property is currently within the extraterritorial jurisdiction of the City. None of the Property is within the corporate limits or extraterritorial jurisdiction of any other municipality.

II.

In accordance with 42.104(a)(2), Texas Local Government Code, this petition is signed by holder of a majority in value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District as supplemented by the deed recorded in Document No. 2022012195, Official Public Records, Williamson County, Texas. The Property is comprised of the following Williamson Central Appraisal District Property IDs: R019093, R019687, R019691, R019693, R020070, R020159, R108803, R356049, R367561, R507019, R642772, R642777, R642779, and R642781. Copies of the Williamson Central Appraisal District records and the deed recorded in Document No. 2022012195, Official Public Records, Williamson County, Texas, showing the ownership of the Property are attached as **Exhibit C** and incorporated herein for all purposes.

III.

Petitioner submits that the Property is required to be released from the City's extraterritorial jurisdiction pursuant to the provisions of Section 42.105, Texas Local Government Code.

WHEREFORE, Petitioner requests that this petition be properly filed and verified by the City Secretary as provided by law, and that it be considered by the City Council, and that the City Council adopt an ordinance releasing the Property from the City's extraterritorial jurisdiction.

Dated this 1st day of September, 2023.

PETITIONER:

05 RANCH INVESTMENTS, LLC,
A Texas limited liability company

By: Tiemann Legacy, LP,
A Texas limited partnership, Member

By: RT3 Management, LLC,
A Texas limited liability company,
Its General Partner

By: Tiemann Land and Cattle Development, Inc.,
A Texas corporation,
Its Manager

By: _____
Matthew R. Tiemann, President

05 Ranch Investments, LLC owns a majority in value of the Property, which has an area of approximately 818.00 acres of land

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on September 1 2023, by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas corporation, Manager of RT3 Management, LLC, a Texas limited liability company, General Partner of Tiemann Legacy, LP, a Texas limited partnership, Member of 05 Ranch Investments, LLC, a Texas limited liability company, on behalf of said companies and partnership.

CAROLYN CADENHEAD
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
SEPTEMBER 29, 2024
NOTARY ID: 132700585

_____
Notary Public, State of Texas

# EXHIBIT A

## LEGAL DESCRIPTIONS AND SURVEY MAPS OF THE LAND REQUESTED TO BE RELEASED FROM THE EXTRATERRITORIAL JURISDICTION

Tract 1
502.67 Acres

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE JOHN C. DUVAL SURVEY, ABSTRACT No. 177; THE MICHAEL RUTH SURVEY, ABSTRACT No. 541; AND THE JOHN A. CROSBY SURVEY, ABSTRACT No. 149; BEING ALL OF THAT 237.68 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2006016588 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT 97.646 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN AND CARRIE P. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2010030475 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT 5.948 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN AND CARRIE P. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2010030474 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT 1.589 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 9654814 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; A PART OF THE 58.606 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 9525025 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT 18.687 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 9525025 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT 89.83 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN VOLUME 2247, PAGE 466 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT 3.961 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT NO. 2010060752 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1" iron pipe found on the East Line of F. M. 973 at the Northwest Corner of that 69.82 Acre Tract conveyed to Michele Renee Samuelson and Mark Lane Samuelson and Lisa Ann and husband Keith Joseph Repa recorded in Document No. 2002003608 of the Official Public Records of Williamson County, Texas, and at the Southwest Corner of said 237.68 Acre Tract;

THENCE along the East Line of said F. M. 973 and the West Line of said 237.68 Acre Tract the following two courses:

1. N07°46'57"E, a distance of 1,136.60 feet to a concrete right-of-way monument found;
2. N07°51'43"E, a distance of 157.90 feet to a 1/2" iron rod found at the Southwest Corner of that 1.83 Acre Tract conveyed to Gary E. Anders and Sharon Anders by deed recorded in Document No. 1995029364 of the Official Public Records of Williamson County, Texas;

THENCE S81°47'42"E, along a North Line of said 237.68 Acre Tract and a South Line of said 1.83 Acre Tract, a distance of 471.57 feet to a 1/2" iron rod found at the Southeast Corner of said 1.83 Acre Tract and the Southerly Southwest Corner of said 97.646 Acre Tract;

THENCE N08°46'45"E, along the common line of said 1.83 Acre Tract and said 97.646 Acre Tract, a distance of 166.75 feet to a 1" axle found at the Northeast Corner of said 1.83 Acre Tract;

THENCE N81°22'45"W, along the North Line of said 1.83 Acre Tract and a South Line of said 97.646 Acre Tract, a distance of 474.00 feet to a 1.5" axle found at the Northwest Corner of said 1.83 Acre Tract and the Westerly Southwest Corner of said 97.646 Acre Tract on the East Line of said F. M. 973;

THENCE N07°57'56"E, along the West Line of said 97.646 Acre Tract and the East Line of said F. M. 973, a distance of 2,279.24 feet to a 1/2" iron rod with TxDOT cap found at the Northwest Corner of said 97.646 Acre Tract;

THENCE S81°56'53"E, along the North Line of said 97.647 Acre Tract, a distance of 7.78 feet to a 1/2" iron rod with TxDOT cap found at the Southwest Corner of the said 15.948 Acre Tract and to a point on a non-tangent curve to the right;

THENCE northerly along the arc of said curve, the same being the East Line of F. M. 973, the West Line of said 5.948 Acre Tract, the West Line of said1.589 Acre Tract, the west line of said 58.606 Acre Tract, and the East line of said F. M. 973, a distance of 2010.48 feet said curve having a radius of 7539.44 feet, a central angle of 15°16'43" and a chord bearing N18°59'04"E, 2004.52 feet;

THENCE N45°22'33"E, along the East Line of said F. M. 973 and the west line of said 58.606 Acre Tract, a distance of 30.95 feet to a 1/2" iron rod found at the most westerly Northwest Corner of the said 58.606 Acre Tract and the Southwest Corner of that 1.95 Acre Tract conveyed to Carrol Bachmayer and wife, Carol Bachmayer, by deed recorded in Document No. 2004045801 of the Official Public Records of Williamson County, Texas;

THENCE along the common line of said 58.606 Acre Tract and said 1.95 Acre Tract the following two courses:

1. S46°35'54"E, a distance of 264.11 feet to a 1/2" iron rod found at the South Corner of the 1.95 Acre Tract, same being a northerly inside corner of said 58.606 Acre Tract;
2. N18°07'16"E, a distance of 477.18 feet to a 1" iron pipe found at the Northeast Corner of said 1.95 Acre Tract and the Northerly Northwest Corner of said 58.606 Acre Tract, on the South Line of old County Road 973;

THENCE S84°27'13"E, in part along the North Line of said 58.606 Acre Tract and said 18.687 Acre Tract, at 120 feet pass the Northeast Corner of said 58.606 Acre Tract, same being the northwest corner of said 18.687 Acre Tract, a distance of 987.38 feet to a 1" iron pipe found at the Northeast Corner of said 18.687 Acre Tract and the Northwest Corner of said 89.83 Acre Tract;

THENCE S82°04'11"E, along the North Line of said 89.83 Acre Tract and the South Line of that 89.99 Acre Tract conveyed to Timothy S. and Roxanne B. Carnes by deed recorded in Document No. 2007064615 of the Official Public Records of Williamson County, Texas, a distance of 721.77 feet to a 1" Iron Pipe found at the Southeast Corner of said 89.99 Acre Tract and at the Southwest Corner of that 149.957 Acre Tract conveyed to the Peterson Family Trust be deed recorded in Document No. 2018022732 of the Official Public Records of Williamson County, Texas;

THENCE S84°02'48"E, along the North Line of said 89.83 Acre Tract and a South Line of said 149.957 Acre Tract, a distance of 513.51 feet to a 1" iron pipe found at the Northeast Corner of the said 89.93 Acre Tract, same being a westerly inside ell corner of said 148.957 Acre Tract;

THENCE S07°32'49"W, along the East Line of said 89.83 Acre Tract and the West Line of said Peterson Family Trust Tract, a distance of 2,060.54 feet to a 1/2" iron rod found at the Northwest Corner of that 135.725 Acre Tract conveyed to H. E. and Peggy McLean by deed recorded in Document No. 2003048905 of the Official Public Records of Williamson County, Texas;

THENCE S07°27'33"W, along the East Line of said 89.83 Acre Tract and the West Line of said 135.725 Acre Tract, a distance of 1,103.15 feet to a 2" metal fence post found at the Southwest Corner of said 84.38 Acre Tract and to a point on the North Line of said 237.68 Acre Tract;

THENCE S82°09'44"E, along the North line of said 237.68 Acre Tract and the South Line of said 135.725 Acre Tract, a distance of 1,552.91 feet to a railroad tie fence corner found at Northeast Corner of said 237.68 Acre Tract and the Northwest Corner of that 138.75 Acre Tract of land conveyed to Leigh Norman by deed recorded in Document No. 1998001166 of the Official Public Records of Williamson County, Texas;

THENCE S07°46'27"W, along the East Line of said 237.68 Acre Tract and the West Line of said 138.75 Acre Tract, a distance of 1,680.65 feet to a 1/2" iron rod found;

THENCE S07°43'06"W, along the East Line of said 237.68 Acre Tract and the West Line of said 138.75 Acre Tract, a distance of 1,273.00 feet to a 1/2" iron rod found at the Southeast Corner of said 237.68 Acre Tract and the Northeast Corner of said 69.82 Acre Tract;

THENCE N82°01'20"W, along the South Line of said 237.68 Acre Tract and the North Line of said 69.82 Acre Tract, a distance of 4,515.38 feet to the said POINT OF BEGINNING.

Containing 502.67 acres, more or less.

Tract 2
315.33

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE MICHAEL RUTH SURVEY, ABSTRACT No. 541; THE JACOB EBBERLY SURVEY, ABSTRACT No. 923; AND THE JOHN TYLER SURVEY, ABSTRACT No. 635; BEING ALL OF THAT 200.88 ACRE TRACT AND ALL OF THAT 112.20 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN AND CARRIE P. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2010030477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND ALL OF THAT 2.284 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN AND CARRIE P. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2010030474 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod with cap No. 4249 found on the west line of F. M. 973, on or near the North Line of the Michael Ruth Survey, at the Northeast Corner of said 2.284 Acre Tract and the Southeast Corner of said 112.20 Acre Tract;

THENCE S27°18'18"W, along the East Line of said 2.284 Acre Tract and the West Line of said f. m. 973, a distance of 57.08 feet to a 1/2" iron rod with cap No. 4249 found at the South Corner of the said 0.016 Acre Tract;

THENCE along the East Line of said 2.284 Acre Tract and the West Line of F M 973, the following two courses:

1. S47°45'12"W a distance of 150.32 feet to a point of curvature of a curve to the left;
2. Southwesterly, along the arc of said curve to the left at 543.02 feet pass a 1/2" iron rod found at the South Corner of said 2.284 Acre Tract and continue along said East Line of the said 200.88

Acre Tract, in all a distance of 824.31 feet, said curve having a radius of 1186.28 feet, a central angle of 39°48'48", and a chord bearing S27°50'48"W, 807.83 feet to a 1/2" iron rod with TxDot cap found;

THENCE S07°54'37"W, along the East Line of said 200.88 Acre Tract and the West Line of said F. M. 973, a distance of 470.96 feet to a 1/2" iron rod found with TxDot cap at a point on a non-tangent curve to the left;

THENCE southerly along the arc of said curve, same being the East Line of the 200.88 Acre Tract and the West Line of said F.M. 973, a distance of 840.39 feet, said curve having a radius of 7739.44 feet, a central angle of 06°13'17" and a chord bearing S15°16'44"W, 839.98 feet to a 1/2" iron rod with cap stamped 2218 found at the southeast corner of said 200.88 Acre Tract;

THENCE N81°07'10E"W, along the South Line of said 200.88 Acre Tract and the North Line of that 155.777 Acre Tract of land (Tract 4) conveyed to Emzy Boehm by deed recorded in Document No. 2018092463 of the Official Public Records of Williamson County, Texas, a distance of 1825.97 feet to a wire cable found at the Northwest Corner of said 169.79 Acre Tract and the Northeast Corner of that 204.65 Acre Tract conveyed to Lisa Verlander by deed recorded in Document No. 2002032136 of the Official Public Records of Williamson County, Texas;

THENCE along the South Line of said 200.88 Acre Tract and the North Line of said 204.65 Acre Tract the following three courses:

1. N81°46'39"W a distance of 1550.66 feet to a 1/2" iron rod with cap stamped 2218 found;
2. S53°42'17"W a distance of 339.22 feet to a 1/2" iron rod with cap stamped 2218 found;
3. S74°46'20"W a distance of 212.56 feet to the East Line of that 100 Acre Tract (Tract 10, First Tract) conveyed to Judy S. and Doyle SR. Hobbs by deed recorded in Document No. 2012108041 of the Official Public Records of Williamson County, Texas, at the Southwest Corner of said 200.88 Acre Tract;

THENCE N07°30'50"E, along the West Line of said 200.88 Acre Tract and the East Line of said 100 Acre Tract, a distance of 2521.02 feet to a 1/2" iron rod found on or near the North Line of the Michael Ruth Survey, the South Line of the H. T. & B. R. R. Survey, and the South Line of that 242.52 Acre Tract conveyed to Billy B. Trimble and wife, Betty O'Brien Trimble, by deed recorded in Volume 2420, Page 29, of the Deed Records Records of Williamson County, Texas, at the Northwest Corner of said 200.88 Acre Tract and the Northeast Corner of said 100 Acre Tract;

THENCE S82°04'02"E, along or near the North Line of the Michael Ruth Survey, the same being the North Line of said 200.88 Acre Tract and the South Line of said 242.52 Acre Tract, a distance of 978.58 feet to a 3" diameter axle found at or near the Southeast Corner of the H. T. & B. R. R. Survey and the Southwest Corner of the John Tyler Survey at the Southwest Corner of said 112.20 Acre Tract and the Southeast Corner of said 242.52 Acre Tract;

THENCE N07°19'46"E, on or near the West Line of the John Tyler Survey and the East Line of the H. T. & B. R. R. Survey, the same being the East Line of said 242.52 Acre Tract and the West Line of said 112.20 Acre Tract, a distance of 1442.41 feet to a P. K. Nail found in the top of a sawn off fence post at the Northwest Corner of the 112.20 Acre Tract and the Southwest Corner of that 50.57 Acre Tract of land (Tract 1) conveyed to Douglas R. Urbanek, by deed recorded in Document No. 2017082499 of the Official Public Records of Williamson County, Texas;

THENCE S82°03'09"E, passing the East Line of the John Tyler Survey and the West Line of the

Jacob Ebberly Survey, the same being the North Line of said 112.20 Acre Tract and the South Line of said 50.57 Acre Tract, a distance of 2116.43 feet to a 1/2" iron rod with cap stamped 2218 found on the East Line of said 50.57 Acre Tract, same being on the west line of a 31.49 Acre Tract (Tract 2) of said Document No. 2017082499, at the Westerly Northeast Corner of said 112.20 Acre Tract and the Southeast Corner of said 50.57 Acre Tract;

THENCE S06°52'25"W, along the common line of said 112.20 Acre Tract and said 31.49 Acre Tract, a distance of 195.89 feet to a 1/2" iron rod found at the Southwest Corner of said 31.49 Acre Tract and a northerly inside ell corner of said 112.20 Acre Tract;

THENCE S82°01'20"E, along a North Line of said 112.20 Acre Tract and in part along the south line of said 31.49 Acre Tract and along the south line of a 10.22 Acre Tract of land conveyed to Marilyn R. Machu and Patricia A. Steffek by deed recorded in Document No. 2005002564 of the Official Public Records of Williamson County, Texas, (Pass at a distance of 927.73 feet the southeast corner of said 31.49 Acre Tract, being also the southwest corner of said 10.22 Acre Tract) a total distance of 1657.11 feet to a 1/2" iron rod with TxDot cap found at the Northeast Corner of said 112.20 Acre Tract, being a point on a non-tangent curve to the right;

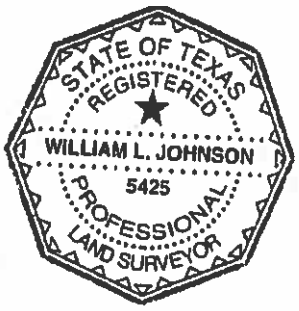
THENCE along the West Line of said 4.112 Acre Tract and the East Line of said 112.20 Acre Tract the following two courses:

1. Southwesterly along the arc of said curve a distance of 394.80 feet, said curve having a radius of 2764.79 feet, a central angle of 08°10'53" and a chord bearing S23°11'28"W, 394.46 feet, to a 1/2" iron rod with TxDot cap found;
2. S27°18'18"W a distance of 922.21 feet to the said Point of Beginning.

Containing 315.33 acres, more or less.

In all a total acreage of 818.00 acres.

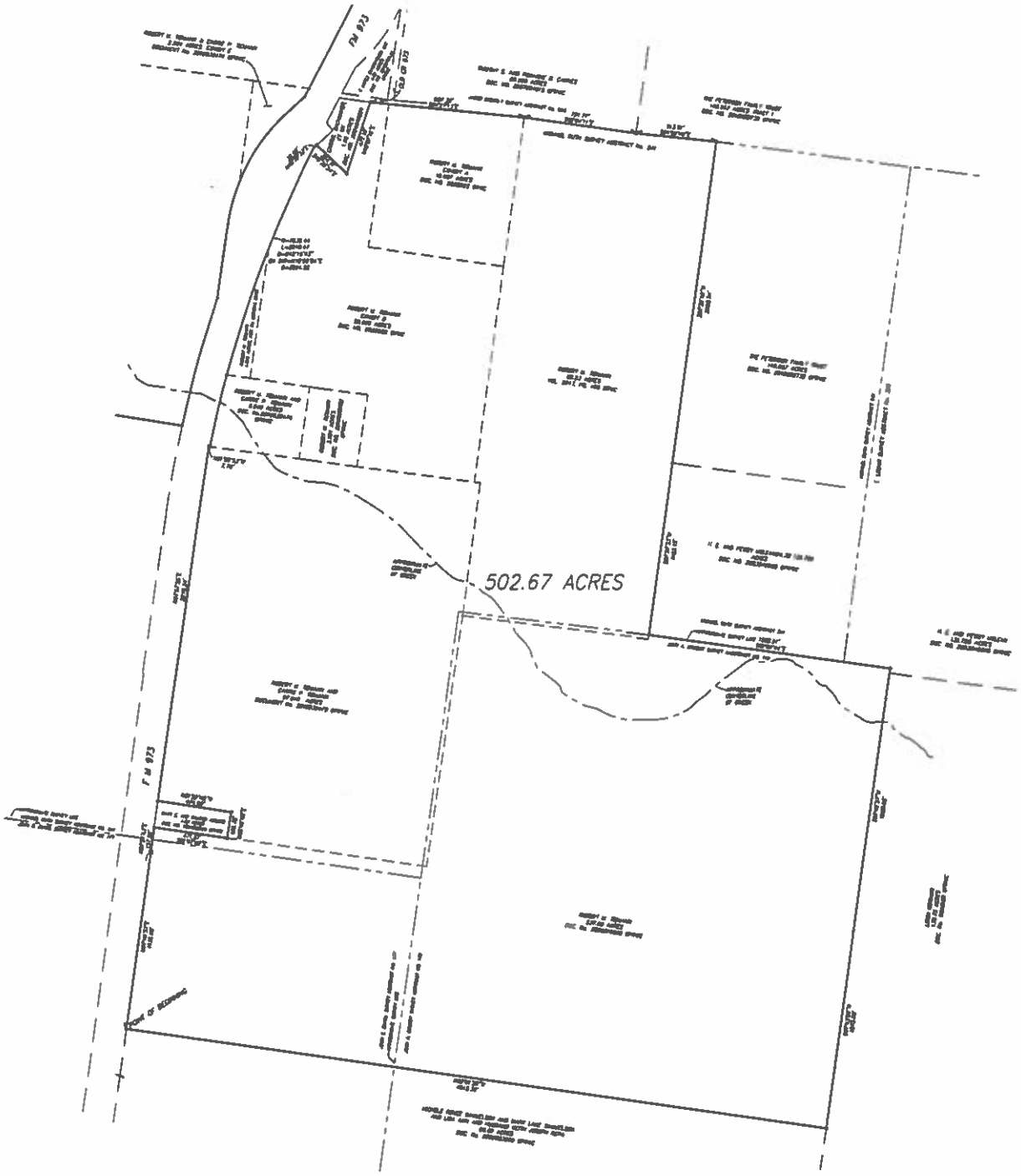
William L. Johnson 12 NOVEMBER 2019
William L. Johnson Date
Registered Professional Land Surveyor No. 5425
State of Texas
Bearing are Texas Coordinate System of 1983, Central Zone (4203).




RJ Surveying & Associates, Inc.
2900 Jazz Street, Round Rock, Texas 78664
F-10015400

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

# SKETCH FOR A 502.67 ACRE TRACT OF LAND
# IN WILLIAMSON COUNTY, TEXAS




RJ SURVEYING & ASSOCIATES, INC.

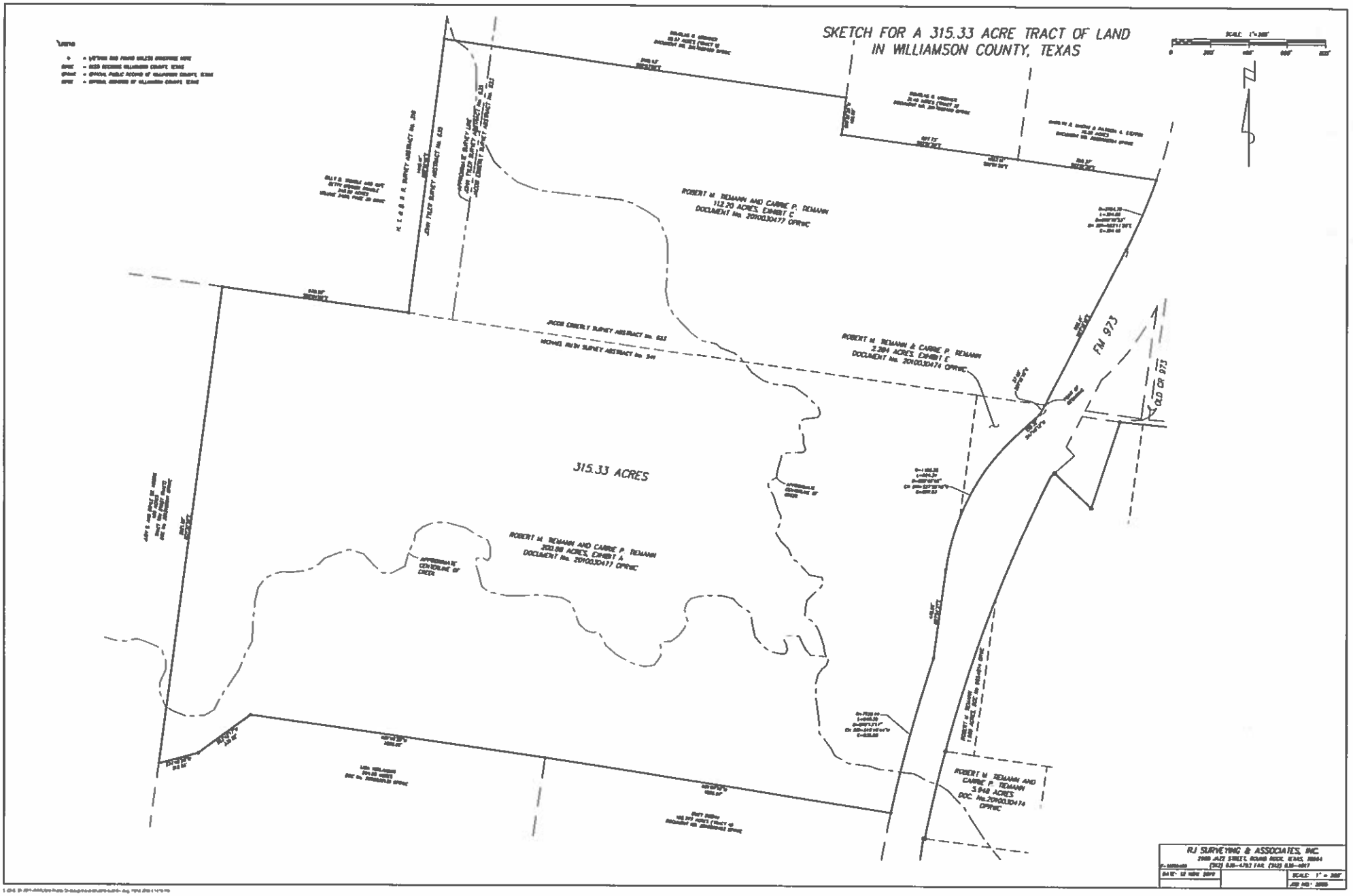
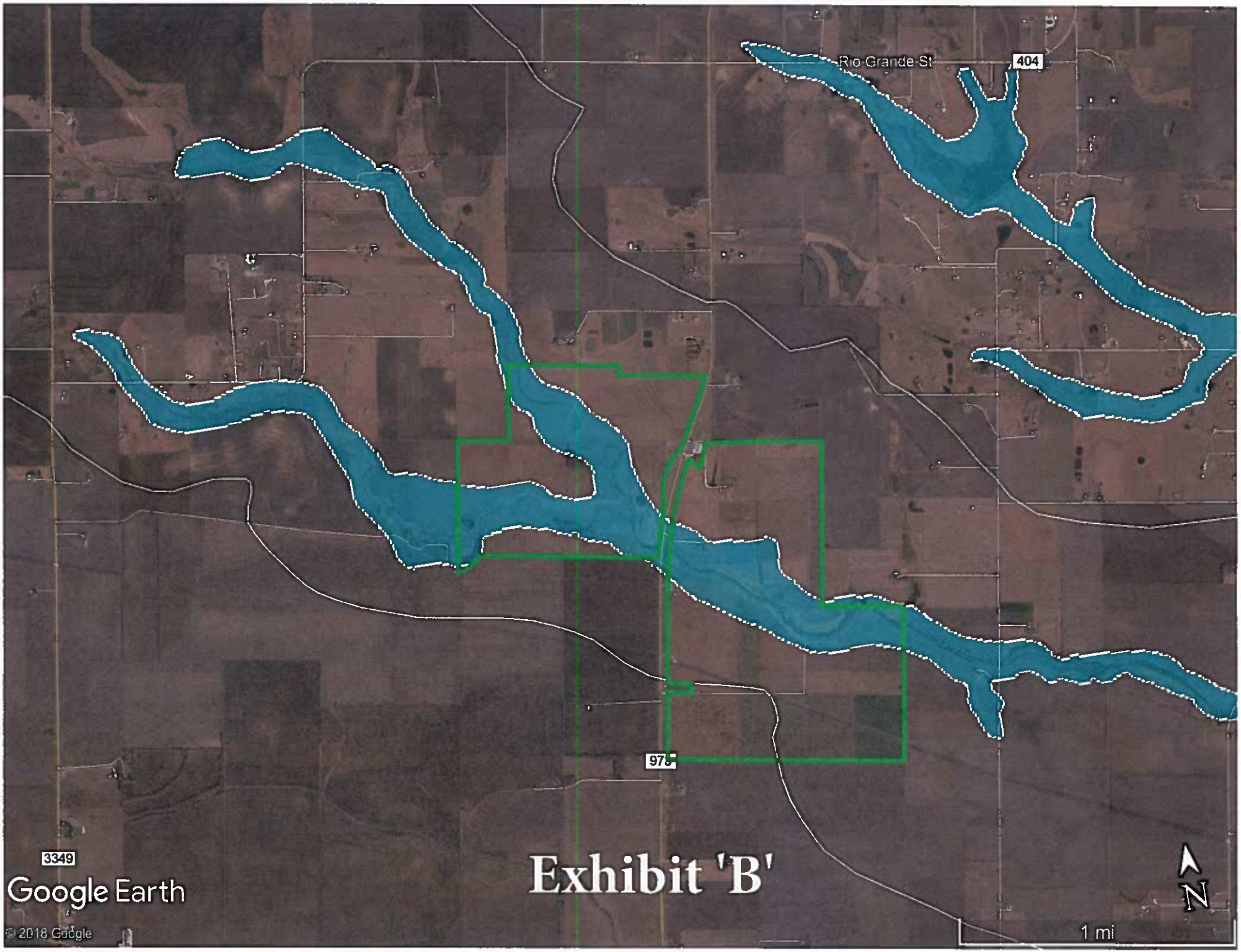

SKETCH FOR A 315.33 ACRE TRACT OF LAND
IN WILLIAMSON COUNTY, TEXAS
SCALE: 1"=200'
0
200'
400'
600'
800'
N
315.33 ACRES
ROBERT M. REMANN AND CARRIE P. REMANN
112.20 ACRES, EXHIBIT C
DOCUMENT No. 2010030477 OPRWC
ROBERT M. REMANN AND CARRIE P. REMANN
200.89 ACRES, EXHIBIT A
DOCUMENT No. 2010030477 OPRWC
ROBERT M. REMANN & CARRIE P. REMANN
2.394 ACRES, EXHIBIT E
DOCUMENT No. 2010030474 OPRWC
ROBERT M. REMANN AND CARRIE P. REMANN
5.948 ACRES
DOC. No. 2010030474
OPRWC
JACOB EMERLY SURVEY ABSTRACT No. 653
MICHAEL RUSH SURVEY ABSTRACT No. 541
JOHN TYLER SURVEY ABSTRACT No. 635
FM 973
OLD GR 973
RJ SURVEYING & ASSOCIATES, INC.
2000 ALT STREET, ROUND ROCK, TEXAS, 78664
(512) 238-4783 FAX (512) 238-4857
DATE: 12 NOV 2019
SCALE: 1" = 200'
JOB NO: 2005

**EXHIBIT B**

**MAP SHOWING THE LOCATION OF THE LAND REQUESTED TO BE RELEASED FROM THE EXTRATERRITORIAL JURISDICTION**




# Exhibit 'B'

**EXHIBIT C**

**WILLIAMSON CENTRAL APPRAISAL DISTRICT RECORDS AND RECORDED DEED SHOWING OWNERSHIP OF THE PROPERTY**

WCAD

| Property | Owner | Property Address | Tax Year | 2024 Market Value |
|---|---|---|---|---|
| R019093 | 05 RANCH INVESTMENTS LLC | CR 405, TAYLOR, TX 76574 | 2024 | N/A |

## 2024 GENERAL INFORMATION

| | |
|---|---|
| Property Status | Active |
| Property Type | Land |
| Legal Description | AW0149 AW0149 - Crosby, J.a. Sur., ACRES 17.544, (& AW0177 Duval, J.C., Sur) |
| Neighborhood | T003LLLI - Taylor ISD Abstracts, Vacant Land |
| Account | R-13-3000-0307-00001 |
| Related Properties | R642772 |
| Map Number | 3-5983 |

## 2024 OWNER INFORMATION

| | |
|---|---|
| Owner Name | 05 RANCH INVESTMENTS LLC |
| Owner ID | |
| Exemptions | Agriculture Use (Active) |
| Percent Ownership | 100% |
| Mailing Address | 21100 CARRIES RANCH RD PFLUGERVILLE, TX 78660 |
| Agent | - |

## 2024 VALUE INFORMATION

**MARKET VALUE**

| | |
|---|---|
| Improvement Homesite Value | N/A |
| Improvement Non-Homesite Value | N/A |
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Land Agricultural Market Value | N/A |
| Total Land Market Value | N/A |
| Total Market Value | |

Print property information

**ASSESSED VALUE**

| | |
|---|---|
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Agricultural Use | N/A |
| Timber Use | N/A |
| Total Appraised Value | N/A |
| Homestead Cap Loss | N/A |
| Total Assessed Value | N/A |

## 2024 ENTITIES & EXEMPTIONS

Special Exemptions AG - Agriculture Use

| TAXING ENTITY | EXEMPTIONS | EXEMPTIONS AMOUNT | TAXABLE VALUE | TAX RATE PER 100 | TAX CEILING |
|---|---|---|---|---|---|
| CAD- Williamson CAD | | N/A | N/A | N/A | N/A |
| GWI- Williamson CO | | N/A | N/A | N/A | N/A |
| M101- Prairie Crossing Municiapl Utility District No. 2 | | N/A | N/A | N/A | N/A |
| RFM- Wmsn CO FM/RD | | N/A | N/A | N/A | N/A |
| STA- Taylor ISD | | N/A | N/A | N/A | N/A |
| W13- Lower Brushy Creek WC&ID | | N/A | N/A | N/A | N/A |

## 2024 LAND SEGMENTS

| LAND SEGMENT TYPE | STATE CODE | HOMESITE | MARKET VALUE | AG USE | TIM USE | LAND SIZE |
|---|---|---|---|---|---|---|
| 1 - Native Pasture I | D1 - Qualified AG Use | No | N/A | N/A | N/A | 17.544000 acres |
| TOTALS | | | | | | 764,217 Sq. ft / 17.544000 acres |

## VALUE HISTORY

| YEAR | IMPROVEMENT | LAND | MARKET | AG MARKET | AG USE | APPRAISED | HS CAP LOSS | ASSESSED |
|---|---|---|---|---|---|---|---|---|
| 2023 | $0 | $0 | $0 | $280,704 | $702 | $702 | $0 | $702 |
| 2022 | $0 | $0 | $0 | $2,821,499 | $82,091 | $82,091 | $0 | $82,091 |
| 2021 | $0 | $0 | $0 | $1,518,775 | $65,870 | $65,870 | $0 | $65,870 |
| 2020 | $0 | $0 | $0 | $902,280 | $45,872 | $45,872 | $0 | $45,872 |
| 2019 | $0 | $0 | $0 | $795,515 | $59,553 | $59,553 | $0 | $59,553 |

## SALES HISTORY

| DEED DATE | SELLER | BUYER | INSTR # | VOLUME/PAGE |
|---|---|---|---|---|
| 12/17/2021 | TIEMANN, ROBERT M | 05 RANCH INVESTMENTS LLC | 2022012195 | |
| 3/1/2006 | BARTOSH, JOSEPH S | TIEMANN, ROBERT M | 2006016588 | |
| 10/28/2005 | BARTOSH, MARIE STIBA | BARTOSH, JOSEPH S | 2005086720 | |



WCAD

| Property | Owner | Property Address | Tax Year | 2024 Market Value |
|---|---|---|---|---|
| R019687 | 05 RANCH INVESTMENTS LLC | 3751 FM 973, TAYLOR, TX 76574 | 2024 | N/A |

## 2024 GENERAL INFORMATION

| | |
|---|---|
| Property Status | Active |
| Property Type | Land |
| Legal Description | AW0541 RUTH, M. SUR., ACRES 9.067 |
| Neighborhood | T003LLLI - Taylor ISD Abstracts, Vacant Land |
| Account | R-13-3000-1805-00004 |
| Related Properties | R020070, R642777 |
| Map Number | 3-5183,3-5983 |

## 2024 OWNER INFORMATION

| | |
|---|---|
| Owner Name | 05 RANCH INVESTMENTS LLC |
| Owner ID | |
| Exemptions | Agriculture Use (Active) |
| Percent Ownership | 100% |
| Mailing Address | 21100 CARRIES RANCH RD PFLUGERVILLE, TX 78660 |
| Agent | - |

## 2024 VALUE INFORMATION

**MARKET VALUE**

| | |
|---|---|
| Improvement Homesite Value | N/A |
| Improvement Non-Homesite Value | N/A |
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Land Agricultural Market Value | N/A |
| Total Land Market Value | N/A |
| Total Market Value | |

Print property information

**ASSESSED VALUE**

| | |
|---|---|
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Agricultural Use | N/A |
| Timber Use | N/A |
| Total Appraised Value | N/A |
| Homestead Cap Loss | N/A |
| Total Assessed Value | N/A |

## 2024 ENTITIES & EXEMPTIONS

Special Exemptions **AG - Agriculture Use**

| TAXING ENTITY | EXEMPTIONS | EXEMPTIONS AMOUNT | TAXABLE VALUE | TAX RATE PER 100 | TAX CEILING |
|---|---|---|---|---|---|
| CAD- Williamson CAD | | N/A | N/A | N/A | N/A |
| GWI- Williamson CO | | N/A | N/A | N/A | N/A |
| M101- Prairie Crossing Municiapl Utility District No. 2 | | N/A | N/A | N/A | N/A |
| RFM- Wmsn CO FM/RD | | N/A | N/A | N/A | N/A |
| STA- Taylor ISD | | N/A | N/A | N/A | N/A |
| W13- Lower Brushy Creek WC&ID | | N/A | N/A | N/A | N/A |

## 2024 LAND SEGMENTS

| LAND SEGMENT TYPE | STATE CODE | HOMESITE | MARKET VALUE | AG USE | TIM USE | LAND SIZE |
|---|---|---|---|---|---|---|
| 1 - Improved Pasture I | D1 - Qualified AG Use | No | N/A | N/A | N/A | 9.067000 acres |
| TOTALS | | | | | | 394,959 Sq. ft / 9.067000 acres |

## VALUE HISTORY

| YEAR | IMPROVEMENT | LAND | MARKET | AG MARKET | AG USE | APPRAISED | HS CAP LOSS | ASSESSED |
|---|---|---|---|---|---|---|---|---|
| 2023 | $0 | $0 | $0 | $384,441 | $1,378 | $1,378 | $0 | $1,378 |
| 2022 | $500 | $0 | $500 | $3,040,305 | $26,582 | $27,082 | $0 | $27,082 |
| 2021 | $500 | $0 | $500 | $617,568 | $21,840 | $22,340 | $0 | $22,340 |
| 2020 | $475 | $0 | $475 | $366,887 | $16,100 | $16,575 | $0 | $16,575 |
| 2019 | $500 | $0 | $500 | $323,474 | $19,952 | $20,452 | $0 | $20,452 |

## SALES HISTORY

| DEED DATE | SELLER | BUYER | INSTR # | VOLUME/PAGE |
|---|---|---|---|---|
| 12/17/2021 | TIEMANN, ROBERT M & CARRIE | 05 RANCH INVESTMENTS LLC | 2022012195 | |
| 5/5/2010 | SET HOLDINGS LLC | TIEMANN, ROBERT M & CARRIE | 2010030475 | |
| 2/2/2010 | HAMANN, DENNIS R | SET HOLDINGS LLC | 2010008544 | |
| 11/15/2000 | HAMANN, HOWARD | HAMANN, DENNIS R | - | 2001/021920 |
| | HAMANN, HOWARD M | HAMANN, HOWARD | - | |

WCAD

| Property | Owner | Property Address | Tax Year | 2024 Market Value |
|---|---|---|---|---|
| R019691 | 05 RANCH INVESTMENTS LLC | 3211 FM 973, TAYLOR, TX 76574 | 2024 | N/A |

## 2024 GENERAL INFORMATION

| | |
|---|---|
| Property Status | Active |
| Property Type | Residential |
| Legal Description | AW0541 RUTH, M. SUR., ACRES 66.496 |
| Neighborhood | AM40SDXI - MH EAST |
| Account | R-13-3000-1805-00008 |
| Related Properties | R020159, R576894 |
| Map Number | 3-5183,3-5983 |

## 2024 OWNER INFORMATION

| | |
|---|---|
| Owner Name | 05 RANCH INVESTMENTS LLC |
| Owner ID | |
| Exemptions | Agriculture Use (Active) |
| Percent Ownership | 100% |
| Mailing Address | 21100 CARRIES RANCH RD PFLUGERVILLE, TX 78660 |
| Agent | - |

## 2024 VALUE INFORMATION

**MARKET VALUE**

| | |
|---|---|
| Improvement Homesite Value | N/A |
| Improvement Non-Homesite Value | N/A |
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Land Agricultural Market Value | N/A |
| Total Land Market Value | N/A |
| Total Market Value | |

Print property information

**ASSESSED VALUE**

| | |
|---|---|
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Agricultural Use | N/A |
| Timber Use | N/A |
| Total Appraised Value | N/A |
| Homestead Cap Loss | N/A |
| Total Assessed Value | N/A |

## 2024 ENTITIES & EXEMPTIONS

Special Exemptions AG - Agriculture Use

| TAXING ENTITY | EXEMPTIONS | EXEMPTIONS AMOUNT | TAXABLE VALUE | TAX RATE PER 100 | TAX CEILING |
|---|---|---|---|---|---|
| CAD- Williamson CAD | | N/A | N/A | N/A | N/A |
| GWI- Williamson CO | | N/A | N/A | N/A | N/A |
| M101- Prairie Crossing Municiapl Utility District No. 2 | | N/A | N/A | N/A | N/A |
| RFM- Wmsn CO FM/RD | | N/A | N/A | N/A | N/A |
| STA- Taylor ISD | | N/A | N/A | N/A | N/A |
| W13- Lower Brushy Creek WC&ID | | N/A | N/A | N/A | N/A |

## 2024 IMPROVEMENTS

Expand/Collapse All

| Improvement #1 | State Code | Homesite | Total Main Area (Exterior Measured) | Market Value |
|---|---|---|---|---|
| - | E2 - Farm And Ranch Improvements-mobile Home | Yes | - | N/A |

| RECORD | TYPE | YEAR BUILT | SQ. FT | VALUE | ADD'L INFO |
|---|---|---|---|---|---|
| 1 | Barn | - | 1,008 | N/A | Details |
| 2 | Out Bldg | 2018 | 80 | N/A | Details |
| 3 | Site Improvement | - | - | N/A | Details |

## 2024 LAND SEGMENTS

| LAND SEGMENT TYPE | STATE CODE | HOMESITE | MARKET VALUE | AG USE | TIM USE | LAND SIZE |
|---|---|---|---|---|---|---|
| 1 - Residential | E2 - Farm And Ranch Improvements-mobile Home | Yes | N/A | N/A | N/A | 1.000000 acres |
| 2 - Residential | E2 - Farm And Ranch Improvements-mobile Home | No | N/A | N/A | N/A | 1.000000 acres |
| 3 - Dry Crop I | D3 - Dry Crop Or Farmland | No | N/A | N/A | N/A | 64.496000 acres |
| TOTALS | | | | | | 2,896,566 Sq. ft / 66.496000 acres |

## VALUE HISTORY

| YEAR | IMPROVEMENT | LAND | MARKET | AG MARKET | AG USE | APPRAISED | HS CAP LOSS | ASSESSED |
|---|---|---|---|---|---|---|---|---|
| 2023 | $10,200 | $84,800 | $95,000 | $2,734,630 | $37,601 | $132,601 | $0 | $132,601 |
| 2022 | $10,200 | $62,916 | $73,116 | $2,028,925 | $24,766 | $97,882 | $0 | $97,882 |
| 2021 | $10,200 | $12,780 | $22,980 | $412,129 | $19,800 | $42,780 | $0 | $42,780 |
| 2020 | $9,661 | $7,570 | $17,231 | $244,118 | $13,351 | $30,582 | $0 | $30,582 |
| 2019 | $10,200 | $6,694 | $16,894 | $215,868 | $17,543 | $34,437 | $0 | $34,437 |

## SALES HISTORY

| DEED DATE | SELLER | BUYER | INSTR # | VOLUME/PAGE |
|---|---|---|---|---|
| 12/17/2021 | TIEMANN, ROBERT MILLER | 05 RANCH INVESTMENTS LLC | 2022012195 | |
| 6/13/1995 | OHIO, BLACKHAWK OF | TIEMANN, ROBERT MILLER | 9525025 | |
| 1/3/1995 | OHIO, BLACKHAWK OF | OHIO, BLACKHAWK OF | - | 2661/0023 |
| 6/7/1994 | MANOR TRIPLE H JOINT VENTURE | OHIO, BLACKHAWK OF | - | 2556/0394 |
| 8/1/1985 | ZAK, RAYMOND | MANOR TRIPLE H JOINT VENTURE | - | 1230/0219 |

WCAD

| Property | Owner | Property Address | Tax Year | 2024 Market Value |
|---|---|---|---|---|
| R019693 | 05 RANCH INVESTMENTS LLC | 3500 FM 973, TAYLOR, TX 76574 | 2024 | N/A |

## 2024 GENERAL INFORMATION

| | |
|---|---|
| Property Status | Active |
| Property Type | Land |
| Legal Description | AW0541 AW0541 - Ruth, M. Sur., ACRES 315.332 |
| Neighborhood | T004D59G - Taylor ISD |
| Account | R-13-3000-1805-00011 |
| Related Properties | R367692 |
| Map Number | 3-5183 |

## 2024 OWNER INFORMATION

| | |
|---|---|
| Owner Name | 05 RANCH INVESTMENTS LLC |
| Owner ID | |
| Exemptions | Agriculture Use (Active) |
| Percent Ownership | 100% |
| Mailing Address | 21100 CARRIES RANCH RD PFLUGERVILLE, TX 78660 |
| Agent | - |

## 2024 VALUE INFORMATION

**MARKET VALUE**

| | |
|---|---|
| Improvement Homesite Value | N/A |
| Improvement Non-Homesite Value | N/A |
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Land Agricultural Market Value | N/A |
| Total Land Market Value | N/A |
| Total Market Value | |

Print property information

**ASSESSED VALUE**

| | |
|---|---|
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Agricultural Use | N/A |
| Timber Use | N/A |
| Total Appraised Value | N/A |
| Homestead Cap Loss | N/A |
| Total Assessed Value | N/A |

## 2024 ENTITIES & EXEMPTIONS

Special Exemptions AG - Agriculture Use

| TAXING ENTITY | EXEMPTIONS | EXEMPTIONS AMOUNT | TAXABLE VALUE | TAX RATE PER 100 | TAX CEILING |
|---|---|---|---|---|---|
| CAD- Williamson CAD | | N/A | N/A | N/A | N/A |
| GWI- Williamson CO | | N/A | N/A | N/A | N/A |
| M101- Prairie Crossing Municiapl Utility District No. 2 | | N/A | N/A | N/A | N/A |
| RFM- Wmsn CO FM/RD | | N/A | N/A | N/A | N/A |
| STA- Taylor ISD | | N/A | N/A | N/A | N/A |
| W13- Lower Brushy Creek WC&ID | | N/A | N/A | N/A | N/A |

## 2024 IMPROVEMENTS

Expand/Collapse All

| Improvement #1 | State Code | Homesite | Total Main Area (Exterior Measured) | Market Value |
|---|---|---|---|---|
| - | D2 - Farm Buildings Excluding Homestead | No | - | N/A |

| RECORD | TYPE | YEAR BUILT | SQ. FT | VALUE | ADD'L INFO |
|---|---|---|---|---|---|
| 1 | Barn | - | - | N/A | Details |

| Improvement #2 | State Code | Homesite | Total Main Area (Exterior Measured) | Market Value |
|---|---|---|---|---|
| - | E1 - Farm And Ranch Improvements-residence | Yes | 1,986 Sq. Ft | N/A |

| RECORD | TYPE | YEAR BUILT | SQ. FT | VALUE | ADD'L INFO |
|---|---|---|---|---|---|
| 1 | Main Area | 1994 | 1,986 | N/A | Details |
| 2 | Garage | 1994 | 667 | N/A | Details |
| 3 | Open Porch | 1994 | 68 | N/A | Details |
| 4 | Site Improvement | - | 1 | N/A | Details |
| 5 | Open Porch | 2011 | 180 | N/A | Details |
| 6 | Fireplace | 1994 | 1 | N/A | Details |

## 2024 LAND SEGMENTS

| LAND SEGMENT TYPE | STATE CODE | HOMESITE | MARKET VALUE | AG USE | TIM USE | LAND SIZE |
|---|---|---|---|---|---|---|
| 1 - Residential | E1 - Farm And Ranch Improvements-residence | Yes | N/A | N/A | N/A | 1.000000 acres |
| 2 - Residential | E1 - Farm And Ranch Improvements-residence | Yes | N/A | N/A | N/A | 1.252000 acres |
| 3 - Dry Crop I | D3 - Dry Crop Or Farmland | No | N/A | N/A | N/A | 188.200000 acres |
| 4 - Native Pasture I | D1 - Qualified AG Use | No | N/A | N/A | N/A | 114.880000 acres |
| 5 - Wasteland | D1 - Qualified AG Use | No | N/A | N/A | N/A | 10.000000 acres |
| **TOTALS** | | | | | | **13,735,862 Sq. ft / 315.332000 acres** |

## VALUE HISTORY

| YEAR | IMPROVEMENT | LAND | MARKET | AG MARKET | AG USE | APPRAISED | HS CAP LOSS | ASSESSED |
|---|---|---|---|---|---|---|---|---|
| 2023 | $197,038 | $81,717 | $278,755 | $11,360,562 | $114,566 | $393,321 | $0 | $393,321 |
| 2022 | $1,000 | $0 | $1,000 | $7,289,222 | $36,585 | $37,585 | $0 | $37,585 |
| 2021 | $1,000 | $0 | $1,000 | $1,560,034 | $30,308 | $31,308 | $0 | $31,308 |
| 2020 | $950 | $0 | $950 | $925,363 | $26,878 | $27,828 | $0 | $27,828 |
| 2019 | $1,000 | $0 | $1,000 | $813,966 | $32,123 | $33,123 | $0 | $33,123 |

SALES HISTORY

| DEED DATE | SELLER | BUYER | INSTR # | VOLUME/PAGE |
|---|---|---|---|---|
| 12/17/2021 | TIEMANN, ROBERT M & CARRIE | 05 RANCH INVESTMENTS LLC | 2022012195 | |
| 9/20/2011 | TIEMANN, ROBERT M & CARRIE P & KT PROPERTIES | TIEMANN, ROBERT M & CARRIE | 2011063540 | |
| 5/5/2010 | SET HOLDINGS LLC | TIEMANN, ROBERT M & CARRIE P & KT PROPERTIES | 2010030477 | |
| 2/2/2010 | HAMANN DENNIS & SHARON | SET HOLDINGS LLC | 2010008544 | |
| 8/1/2001 | ENGLES, BRUCE EDWARD | HAMANN DENNIS & SHARON | - | 2001/060167 |
| 3/29/1993 | HAIRSTON, LUCY E | ENGLES, BRUCE EDWARD | - | 2281/151 |
| | HAIRSTON JAMES W EST | HAIRSTON, LUCY E | - | PROBATED/WILL |
| 1/17/1989 | HAIRSTONMAXINE, C. | HAIRSTON JAMES W EST | - | 1748 (406.39)/922 SWD |
| | HAIRSTON,JAMES & MAXINE | HAIRSTONMAXINE, C. | - | |
| | VETERANS LAND BOARD OF TEXAS | HAIRSTON,JAMES & MAXINE | - | 340/209 |

WCAD

| Property | Owner | Property Address | Tax Year | 2024 Market Value |
|---|---|---|---|---|
| R020070 | 05 RANCH INVESTMENTS LLC | 3751 FM 973, TAYLOR, TX 76574 | 2024 | N/A |

## 2024 GENERAL INFORMATION

| | |
|---|---|
| Property Status | Active |
| Property Type | Residential |
| Legal Description | AW0541 RUTH, M. SUR., ACRES 1.0 |
| Neighborhood | AM40SDXI - MH EAST |
| Account | R-13-3001-1805-00004 |
| Related Properties | R019687 |
| Map Number | 3-5983 |

## 2024 OWNER INFORMATION

| | |
|---|---|
| Owner Name | 05 RANCH INVESTMENTS LLC |
| Owner ID | |
| Exemptions | |
| Percent Ownership | 100% |
| Mailing Address | 21100 CARRIES RANCH RD PFLUGERVILLE, TX 78660 |
| Agent | - |

## 2024 VALUE INFORMATION

**MARKET VALUE**

| | |
|---|---|
| Improvement Homesite Value | N/A |
| Improvement Non-Homesite Value | N/A |
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Land Agricultural Market Value | N/A |
| Total Land Market Value | N/A |
| Total Market Value | |

Print property information

**ASSESSED VALUE**

| | |
|---|---|
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Agricultural Use | N/A |
| Timber Use | N/A |
| Total Appraised Value | N/A |
| Homestead Cap Loss | N/A |
| Total Assessed Value | N/A |

## 2024 ENTITIES & EXEMPTIONS

| TAXING ENTITY | EXEMPTIONS | EXEMPTIONS AMOUNT | TAXABLE VALUE | TAX RATE PER 100 | TAX CEILING |
|---|---|---|---|---|---|
| CAD- Williamson CAD | | N/A | N/A | N/A | N/A |
| GWI- Williamson CO | | N/A | N/A | N/A | N/A |
| M100- Prairie Crossing Municipal Utility District No. 1 | | N/A | N/A | N/A | N/A |
| RFM- Wmsn CO FM/RD | | N/A | N/A | N/A | N/A |
| STA- Taylor ISD | | N/A | N/A | N/A | N/A |
| W13- Lower Brushy Creek WC&ID | | N/A | N/A | N/A | N/A |

# EXHIBIT "A"
Legal Description

THENCE S.07°54'31"W., along the East Line of the 200.88 Acre Tract and the West Line of FM 973, a distance of 470.96 feet to a 1/2" iron rod found with TxDot cap and a point on a nontangent curve to the left at the North Corner of that 0.957 Acre Tract conveyed to the State of Texas for FM 973 Right of way be deed recorded in Document No. 9706325 of the Official Public Records of Williamson County, Texas;

THENCE southerly along the arc of said curve, the same being the East Line of the 200.88 Acre Tract and the West Line of the 0.957 Acre Tract, a distance of 840.39 feet, said curve having a radius of 7739.44 feet, a central angle of 06°13'17" and a chord bearing S.15°16'38"W., 839.98 feet to a 1/2" iron rod with cap No. 2218 found at the Southwest Corner of the said 0.957 Acre Tract and the Southeast Corner of the 200.88 Acre Tract;

THENCE N.81°07'15"W., along the South Line of the 200.88 Acre Tract and the North Line of that 169.79 Acre Tract conveyed to Max Boehm and Raymond Boehm by deed recorded in Volume 403, Page 327 of the Deed Records of Williamson County, Texas a distance of 1825.97 feet to a wire cable found at the Northwest Corner of the said 169.79 Acre Tract and the Northeast Corner of that 204.65 Acre Tract conveyed to Lisa Norman Verlander by deed recorded in Document No. 9603121 of the Official Public Records of Williamson County, Texas;

THENCE along the South Line of the 200.88 Acre Tract and the North Line of the said 204.65 Acre Tract the following three courses:
1. N.81°46'44"W., a distance of 1550.66 feet to a 1/2" iron rod with cap No. 2218 found;
2. S.53°42'11"W., a distance of 339.22 feet to a 1/2" iron rod with cap No. 2218 found;
3. S.74°46'15"W., a distance of 212.56 feet to the East Line of that 100 Acre Tract conveyed to Ima Lee Sorensen by deed recorded in Document No. 9842553 of the Official Public Records of Williamson County, Texas, at the Southwest Corner of the said 200.88 Acre Tract;

THENCE N.07°30'45"E., along the West Line of the 200.88 Acre Tract and the East Line of the 100 Acre Tract, a distance of 2521.02 feet to a 1/2" iron rod found in or near the North Line of the Michael Ruth Survey, the South Line of the H. T. & B. R. R. Survey, and the South Line of that 242.52 Acre Tract conveyed to Billy B. Trimble and wife, Betty O'Brien Trimble, by deed recorded in Volume 2420, Page 29, of the Official Public Records of Williamson County, Texas, at the Northwest Corner of the said 200.88 Acre Tract and the Northeast Corner of the said 100 Acre Tract;

THENCE S.82°04'07"E., along or near the North Line of the Michael Ruth Survey, the same being the North Line of the 200.88 Acre Tract and the South Line of the 242.52 Acre Tract, a distance of 978.58 feet to a 3" diameter axle found at or near the Southeast Corner of the H. T. & B. R. R. Survey and the Southwest Corner of the John Tyler Survey at the Southwest Corner of the said 112.20 Acre Tract and the Southeast Corner of the 242.52 Acre Tract;

THENCE N.07°19'41"E., on or near the West Line of the John Tyler Survey and the East Line of the H. T. & B. R. R. Survey, the same being the East Line of the said 242.52 Acre Tract and the West Line of the 112.20 Acre Tract, a distance of 1442.41 feet to a P. K. Nail found in the top of a sawn off fence post at the Northwest Corner of the 112.20 Acre Tract and the Southwest Corner of that 50 Acre Tract conveyed to Allen J. Urbanek, by deed recorded in Volume 568, Page 736 of the Deed Records of Williamson County, Texas;

THENCE S.82°03'15"E., passing the East Line of the John Tyler Survey and the West Line of the Jacob Ebberly Survey, the same being the North Line of the 112.20 Acre Tract and the South Line of the 50 Acre Tract, a distance of 2116.43 feet to a 1/2" iron rod with cap no. 2218 found in the West Line of that 50 Acre Tract described in a Contract of Sale and Purchase between the Veterans' Land Board Texas and Alen J. Urbanek, recorded in Volume 395, Page 589 of the Deed Records of Williamson County, Texas, at the Westerly Northeast Corner of the said 112.20 Acre Tract and the Southeast Corner of the said 50 Acre Tract described in Volume 568, Page 736;

THENCE S.06°52'19"W., along the common line of the 112.20 Acre Tract and the 50 Acre Tract described in Volume 395, Page 589, a distance of 195.89 feet to a 1/2" iron rod found at the Southwest Corner of the said 50 Acre Tract and a corner of the 112.20 Acre Tract;

THENCE S.82°01'26"E., along the North Line of the 112.20 Acre Tract and the South Line of the said 50 Acre Tract described in Volume 395, Page 589, a distance of 1657.11 feet to a 1/2" iron rod with TxDot cap found at the Northeast Corner of the 112.20 Acre Tract and the Northwest Corner of that 4.112 Acre Tract conveyed to State of Texas by deed recorded in Document No. 9725864 of the Official Public Records of Williamson County, Texas and to a point on a

# EXHIBIT "A"
Legal Description

non-tangent curve to the right;

THENCE along the West Line of the 4.112 Acre Tract and the East Line of the 112.20 Acre Tract the following two courses:
1. Southwesterly along the arc of said curve a distance of 394.80 feet, said curve having a radius of 2764.79 feet, a central angle of 08°10'53" and a chord bearing S.23°11'23"W., 394.46 feet, to a 1/2" iron rod with TxDot cap found;
2. S.27°18'12"W. a distance of 922.21 feet to the Southwest Corner of the 4.112 Acre Tract, the Southeast Corner of the 112.20 Acre Tract and the said Point of Beginning.

Containing 315.332 acres, more or less.

TRACT 4:

Being a 580.28 acre tract of land out of the B. W. Holtzclaw Survey, Abstract 187, Milam County, Texas, and being all of that certain FIRST TRACT - 38.16 acres, SECOND TRACT - 37-1/2 acres, SIXTH TRACT - 30 acres, and TWELFTH TRACT - 29.62 acres, and part of that certain THIRD TRACT - 168-1/2 acres, FOURTH TRACT - 48 acres, FIFTH TRACT - 45 acres, SEVENTH TRACT - 53.5 acres, EIGHTH TRACT - 94 acres, NINTH TRACT - 40 acres, TENTH TRACT - 13 acres and ELEVENTH TRACT, in a deed to Mark M. Humble, by deed recorded in Volume 668, Page 541 of the Official Records of Milam County, Texas; said 580.28 acre tract of land being more particularly described by meets and bounds as follows;

BEGINNING at a 1/2" iron rod found in the east right-of-way line of F.M. Road 1600, (a 100 foot wide ROW), being the southwest corner of that certain called 2.00 acre TRACT TWO conveyed to David L. Horton by deed recorded in Volume 845, Page 273 of said Official Records located in the north line of a private lane for the most westerly northwest corner of this;

THENCE departing said F.M. Road No. 1600, along the north line of said lane, common with the south line of said Horton tract and the south line of a called 5.00 acre tract to David L. Horton (616/151) and along an existing fence line, South 70 degrees 31 minutes 57 seconds East a distance of 568.37 feet to a 1/2" iron rod found for an angle point of this;

THENCE along the south line of a called 5.425 acre tract to David L. Horton, (TRACT ONE - 845/273) common with the north line of said lane and along a fence line, South 71 degrees 42 minutes 05 seconds East a distance of 416.93 feet to a 1/2" iron rod set with yellow plastic cap marked "4748", by a corner post in the west line of the above mentioned FIFTH TRACT for an interior corner of this;

THENCE with the east line of the Horton TRACT ONE, common the west line of said FIFTH TRACT and along a fence line, North 19 degrees 05 minutes 39 seconds East a distance of 577.77 feet to a 5/8" iron rod found in the south line of that certain 34.48 acre tract owned by Paul Marburger by virtue of a deed recorded in Volume 840, Page 459 of said Official Records for an exterior corner of this;

THENCE along the south line of said Marburger tract and along a fence line, South 73 degrees 44 minutes 09 seconds East a distance of 54.41 feet to a 1/2" iron rod found at the southeast corner of said Marburger tract for an interior corner of this;

THENCE along the East line of said Marburger tract and along a fence line, North 17 degrees 42 minutes 56 seconds East a distance of 262.86 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set for an interior corner of this;

THENCE along a fence line, and an effect in the east line of said Marburger tract, North 72 degrees 49 minutes 11 seconds West a distance 47.41 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set for an exterior corner of this;

THENCE continuing along the east line of said Marburger tract, common with the west line of said FIFTH TRACT, and along a fence line, North 19 degrees 03 minutes 04 seconds East a distance of 1,194.55 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set by a corner post in the south line of a called 37 acre SECOND TRACT, conveyed to Billie J. Biehle by deed recorded in Volume 847, Page 366, for the most northerly northwest corner of this;

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Legal Description

THENCE along the south line of said Biehle tract of land, common with the north line of said FIFTH TRACT and along a fence line, South 70 degrees 44 minutes 20 seconds East a distance of 964.96 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set by a corner post in the west line of a private lane used by Billie J. Biehle and being at or near the west line of a called 466.88 acre tract of land to Bud Adams Ranches, (814/455), for an exterior corner of this;

THENCE along an existing fence line on the west side of said lane, being along or near the west line of said Adams tract, common with the east line of said FIFTH TRACT, and the west line of a called 192.5 acre tract of land to Billie J. Biehle, (847/366), South 18 degrees 00 minutes 01 seconds West a distance of 1,599.97 feet to a 5/8" iron rod found at a 7" steel corner post at the southwest corner of said 192.5 acres and the northwest corner of that certain called 133.85 acre tract conveyed to Adela Rodriguez by deed recorded in Volume 878, Page 448 of said Official Records for an angle point of this;

THENCE with the west line of said Rodriguez tract, common with the east line of said FIFTH and NINTH TRACT, and along an existing fence line, South 19 degrees 52 minutes 41 seconds West a distance of 432.38 feet to a 7" pipe post for an angle point of this;

THENCE continuing with said common line and along a fence line, South 18 degrees 53 minutes 07 seconds West a distance of 686.17 feet to a 7" steel corner post at the southwest corner of said Rodriguez tract for an interior corner of this;

THENCE along the south line of said Rodriguez tract, common with the north line of the above mentioned TENTTH TRACT, and along a fence line, South 71 degrees 23 minutes 30 seconds East a distance of 429.55 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set for an angle point of this;

THENCE continuing along the south line of said Rodriguez tract, common with the north line of the above mentioned THIRD TRACT, and along a fence line, South 71 degrees 01 minutes 46 seconds East a distance of 2,634.98 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set for an angle point of this;

THENCE continuing along said common line and along a fence line, South 70 degrees 27 minutes 18 seconds East (Basis for Bearings) a distance of 2,060.76 feet to a 7" pipe corner post for an interior corner of this;

THENCE along the easterly line and fence line of said Rodriguez tract, North 32 degrees 18 minutes 48 seconds East a distance of 1,150.76 feet to a 5/8" iron rod found by a corner post in the south line of said called 192.5 acre Biehle tract for an exterior corner of this;

THENCE along Biehle's south line common with the north tine of the above mentioned SIXTH TRACT, and generally along a fence line part way, South 70 degrees 51 minutes 03 seconds East a distance of 983.87 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set on the east side of a creek for an interior corner of this;

THENCE along the west line of the above mentioned FIRST TRACT, as fenced part way, North 17 degrees 16 minutes 18 seconds East a distance of 630.20 feet to a 1/2" iron rod found at a corner post for an exterior corner of this;

THENCE along a meandering fence line marking the common line between the Biehle 192.5 acres and Humble's FIRST TRACT the following courses and distances:

South 67 degrees 55 minutes 16 seconds East a distance of 900.02 feet a 1/2" iron rod set;

South 73 degrees 50 minutes 35 seconds East a distance of 366.33 feet to a 1/2" iron rod set;

South 69 degrees 57 minutes 34 seconds East a distance of 545.12 feet to a 1/2" iron rod set;

South 74 degrees 41 minutes 27 seconds East a distance of 781.12 feet passing a concrete monument found on the west bank of the San Gabriel River for reference and continuing tor a total distance of 821.12 feet to a point on the west River bank for the northeast corner of the northeast corner of this;

THENCE up said river and along the west bank the following meanders;

# EXHIBIT "A"
Legal Description

L6 South 07 degrees 57 minutes 08 seconds East a distance of 200.01 feet;
L7 South 46 degrees 21 minutes 49 seconds West a distance of 277.15 feet;
L8 South 30 degrees 03 minutes 16 seconds West a distance of 324.85 feet;
L9 South 40 degrees 22 minutes 36 seconds West a distance of 221.28 feet;
L10 South 24 degrees 23 minutes 07 seconds West a distance of 162.34 feet,
L11 South 07 degrees 10 minutes 15 seconds West a distance of 97.04 feet;
L12 South 21 degrees 31 minutes 08 seconds East a distance of 151.89 feet
L13 South 50 degrees 58 minutes 57 seconds East a distance of 186.54 feet;
L14 South 85 degrees 18 minutes 44 seconds East a distance of 213.38 feet;
L15 North 83 degrees 12 minutes 07 seconds East a distance of 263.46 feet;
L16 North 89 degrees 02 minutes 53 seconds East a distance of 100.12 feet;
L17 South 09 degrees 40 minutes 44 seconds West a distance of 104.32 feet;
L18 South 45 degrees 18 minutes 58 seconds West a distance of 110.14 feet;
L19 South 61 degrees 26 minutes 36 seconds West a distance of 273.03 feet,
L20 South 72 degrees 58 minutes 50 seconds West a distance of 627.61 feet;
L21 South 65 degrees 03 minutes 26 seconds West a distance of 327.60 feet;
L22 South 71 degrees 02 minutes 25 seconds West a distance of 229.60 feet;
L23 South 43 degrees 14 minutes 57 seconds West a distance of 177.29 feet;
L24 South 13 degrees 57 minutes 29 seconds West a distance of 111.09 feet;
L25 South 12 degrees 32 minutes 27 seconds East a distance of 336.06 feet;
L26 South 36 degrees 06 minutes 59 seconds East a distance of 241.62 feet;
L27 South 25 degrees 34 minutes 46 seconds East a distance of 201.86 feet;
L28 South 36 degrees 58 minutes 24 seconds East a distance of 215.02 feet;
L29 South 41 degrees 46 minutes 51 seconds East a distance of 126.03 feet;
L30 South 27 degrees 48 minutes 42 seconds East a distance of 110.63 feet;
L31 South 28 degrees 11 minutes 51 seconds West a distance of 171.88 feet;
L32 North 67 degrees 53 minutes 19 seconds West a distance of 197.55 feet;
L33 South 61 degrees 06 minutes 04 seconds West a distance of 129.14 feet;
L34 South 25 degrees 20 minutes 20 seconds West a distance of 290.08 feet;
L35 North 72 degrees 20 minutes 20 seconds West a distance of 228.20 feet;
L36 South 77 degrees 34 minutes 11 seconds West a distance of 200.18 feet;
L37 South 41 degrees 00 minutes 28 seconds West a distance of 29.43 feet to a point in the north line of F. M. Road 487, (a variable width ROW);

THENCE with the north line of said F. M. Road No. 487, North 48 degrees 59 minutes 32 seconds West a distance of 97.82 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set at the beginning of a curve to the left, radius of 858.51 feet;

THENCE with said curve to the left through a central angle of 9 degrees 00 minutes 00 seconds, for an arc distance of 134.85 feet, Chord bears North 53 degrees 29 minutes 32 seconds West, and is 134.72 feet in length to a 1/2" iron rod with yellow plastic cap marked "4748" set at the end of said curve;

THENCE continuing along said right of way line, North 57 degrees 59 minutes 32 seconds West a distance of 145.80 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set at the beginning of a curve to the right, having a radius of 535.96 feet;

THENCE with said curve to the right, through a central angle of 07 degrees 31 minutes 00 seconds, for an arc distance of 70.31 feet, Chord bears North 54 degrees 14 minutes 02 seconds West, and is 70.26 feet in length, to a 1/2" iron rod with yellow plastic cap marked "4748" set at the end of said curve;

THENCE continuing along the north line of said F. M. Road, North 50 degrees 28 minutes 32 seconds West a distance of 103.96 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set;

THENCE continuing along said north line, North 50 degrees 54 minutes 01 seconds West a distance of 319.35 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set;

# EXHIBIT "A"
Legal Description

THENCE continuing along said north line and along a fence line, North 49 degrees 31 minutes 23 seconds West a distance of 518.59 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set at the width of said right of way is eighty feet;

THENCE along the north line of said eighty feet wide right of way, North 49 degrees 53 minutes 22 seconds West a distance of 557.20 feet to the beginning of a curve to the left, having a radius of 1472.65 feet;

THENCE with said curve to the left, through a central angle of 10 degrees 29 minutes 52 seconds, for an arc distance of 269.82 feet, Chord bears of North 55 degrees 08 minutes 18 seconds West and is 269.45 feet in length, to a 1/2" iron rod with yellow plastic cap marked "4748" set;

THENCE continuing with the north line of said F. M. Road, North 60 degrees 23 minutes 15 second West a distance of 1,265.08 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set at the beginning of a curve to the left, having a radius of 1949.88;

THENCE with said curve to the left, through a central angle of 10 degrees 05 minutes 37 seconds, for an arc distance of 343.51 feet, Chord bears North 65 degrees 26 minutes 03 seconds West, for a distance of 343.06 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set,

THENCE continuing with the north right-of-way line and along a fence line, North 70 degrees 31 minutes 20 seconds West a distance of 1,641.12 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set;

THENCE continuing with the north right-of way line and along a fence line, North 70 degrees 24 minutes 49 seconds West a distance of 1,068.50 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set;

THENCE continuing with the north right-of-way line and along a fence line, North 70 degrees 16 minutes 35 seconds West a distance of 1,454.15 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set;

THENCE North 70 degrees 45 minutes 43 seconds West a distance of 865.70 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set;

THENCE continuing with the north right-way line and along a fence line, North 70 degrees 36 minutes 27 seconds West a distance of 954.80 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set;

THENCE continuing along said north right-of-way line and along a fence line, North 70 degrees 50 minutes 27 seconds West a distance of 760.30 feet to a concrete monument found in the east right-of way line of F. M. Road No. 1600 for the most southerly southwest corner of this;

THENCE along a cut back line, being the east line of F. M. Road No. 1600 and along a fence line, North 26 degrees 12 minutes 17 seconds West a distance of 141.94 feet to a concrete monument found for an angle point of this;

THENCE along the east right-of -way line of said F. M. Road No. 1600 and along a fence line. North 18 degrees 46 minutes 48 seconds East a distance of 1881.87 feet to the POINT OF BEGINNING, having an area of 580.28 acres of land, more or less.

Bearing Basis: For directional control a bearing of South 70 degrees 27 minutes 18 seconds East is used for relative direction along the south deed line of a called 133.85 acre tract of land as conveyed to Adela Rodriguez by deed recorded in Volume 878, Page 448 of said Official Records.

**SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND:**

Being a 55.28 acre tract of land out of the B. W. Holtzelaw Survey, Abstract 187, Milam County, Texas, and being part of that certain 53.5 acre tract of land described as SEVENTH TRACT, and part of that certain 40 acres tract of and described as NINTH TRACT in a deed to Mark M. Humble, recorded in Volume 668, Page 541 of the Official Records of Milam County, Texas, said 55.28 acre tract of land being more particularly described by metes and bounds as follows:

# EXHIBIT "A"
Legal Description

BEGINNING at a concrete monument found by a corner post in the east right-of-way line of F.M. Road 1600 at its intersection with the north right-of-way line of F. M. Road No. 487 for the most southerly southeast corner of this;

THENCE with a cut back line along said east right-of-way line of F. M. Road No. 1600 and along a fence line, North 26 degrees 12 minutes 17 seconds West a distance of 141.94 feet to a concrete monument found by a corner post for the most westerly southwest corner of this;

THENCE with said east right-of-way line of F. M. Road No. 1600 and along a fence line, North 18 degrees 46 minutes 48 seconds East, a distance of 1,124.07 feet to a one-half inch iron rod with yellow plastic cap marked "4748" set for the northwest corner of this;

THENCE South 18 degrees 46 minutes 48 seconds West a distance of 1,223.44 feet to a one-half inch iron rod with yellow plastic cap marked "4748" set in the north right-of-way line of F. M. Road 487, (an 80 foot wide ROW) for the southeast corner;

THENCE along said right of way line of F. M. Road No. 487 and along a fence line, North 70 degrees 45 minutes 43 seconds West a distance of 157.92 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set for an angle point of this;

THENCE continuing along said right-of-way line of F. M. Road No. 487, North 70 degrees 36 minutes 27 seconds West a distance of 954.80 feet to a 1/2" iron rod with yellow plastic cap marked "4748" set for an angle point of this;

THENCE continuing along said right-of-way of F. M. Road No. 487 and along a fence line, North 70 degrees 50 minutes 27 seconds West a distance of 760.30 feet to the POINT OF BEGINNING, and containing 55.28 acres of land, more or less.

Bearing Basis: For directional control a bearing of South 70 degrees 27 minutes 18 seconds East is used for relative direction along the south deed line of a called 133.85 acre tract of land as conveyed to Adela Rodriguez by deed recorded in Volume 878, Page 448 of said Official Records.

TRACT 5:

All that certain tract or parcel of land situated in Milam County, Texas, being part of the B. W. Holtzclaw Survey, Abstract No. 187 and being part of "All Properties" from Edith Louise Stanislaw by Will Cause No. 16,455 to John Denson Stanislaw by Deed dated December 28, 1998 and being recorded in Volume 789, Page 887 of the Official Records of said Milam County and being all of an existing 40 foot wide access easement (1.230 acre as surveyed by me this date) as conveyed from the Estate of H. H. Coffield to Edith Stanislaw by Deed dated June 29, 1982 and being recorded in Volume 480, Page 085 of the Deed Records of said Milam County and being more particularly described by metes and bounds as follows, to wit:

133.853 ACRES

BEGINNING at an iron pin set at a x-tie fence corner post on the occupied East fence line of a Mark M. Humble and Aaron L. Jackson "Fifth Tract" - 45 acres (668/541) for the Southwest corner of a Earl Locklin 230 2/3 acre tract (252/189) and for the Northwest corner of this tract;

THENCE with an occupied common line as fenced between herein described tract and said Locklin 230 2/3 acre tract as follows:

S70°41'39"E - 3061.82 feet to a fence corner post for an interior ell corner of this tract;
S71°03'12"E - 1789.35 feet to a fence corner post for an interior ell corner of this tract;
S73°58'17"E - 214.83 feet to a fence corner post for an exterior ell corner of this tract;
S68°51'34"E - 319.41 feet to a iron pin set in an occupied fence line prolongation for the Northwest corner of a Mark M. Humble and Aaron L. Jackson "Sixth Tract" - 30 acres (668/541) and for the Northeast corner of this tract;

THENCE S32°20'45"W - 1150.37 feet with a common line and said fence line prolongation between herein described tract and said Humble and Jackson 30 acre tract to 6" steel fence corner post on the North line of a Mark M. Humble and Aaron

# EXHIBIT "A"
Legal Description

L. Jackson "Third Tract" - 168.5 acres (668/541) for the Southwest corner of said 30 acre tract and for the Southeast corner of this tract;

THENCE with an occupied common line as fenced between herein described tract and said Humble and Jackson 168.5 acre tract and a Mark M. Humble and Aaron L. Jackson "Tenth Tract" - 13 acres (668/541), respectively, as follows:

N70°27'18"W - 2061.02 feet to a fence corner post for the Northeast corner of said existing 40 foot wide (1.230 acre) access easement and for an interior ell corner of this tract;
N71°00'00"W (Deed Bearing), at 40.02 feet passing the Northwest corner of said access easement and continuing for a total distance of 2633.80 feet to a fence corner post for an interior ell corner of this tract;
N71°23'40"W - 430.09 feet to a 6" steel fence corner post on the East line of a Hark M. Humble and Aaron L. Jackson "Sixth Tract" - 40 acres (668/541) for the Northwest corner of said 13 acre tract and for the Southwest corner of this tract;

THENCE with an occupied common line as fenced between herein described tract and said Humble and Jackson 40 acre tract and said Humble and Jackson 45 acre tract, respectively, as follows:

N18°51'10"E - 685.58 feet to a 6" steel fence corner post for the Northeast corner of said existing 40 acre tract, same being the Southeast corner of said 45 acre tract and for an exterior ell corner of this tract;

N19°57'33"E - 432.62 feet to the PLACE OF BEGINNING and containing 133.853 Acres of Land.

TRACT 6:

EXISTING 40 FOOT WIDE (1.230 ACRE) ACCESS EASEMENT

COMMENCING at a fence corner post on the North fence line of said Humble and Jackson 168.5 acre tract for the Southwest corner of said Humble and Jackson 30 acre tract, same being the Southeast corner of above described 133.853 acre tract;

THENCE N70°27'18"W - 2061.02 feet with an occupied common line as fenced between said 133.853 acre tract and said Humble and Jackson 168.5 acre tract to a fence corner post for the PLACE OF BEGINNING and for the Northeast corner of this easement;

THENCE S20°41'40" W - 1340.18 feet crossing said Humble and Jackson 168.5 acre tract to a 6" steel fence corner post on a common line between the North ROW line of F. M. Highway No. 487 and said 168.5 acre tract for the Southeast corner of this easement;

THENCE N69°37'22"W - 40.00 feet with a common line between the North ROW line of said F. M. Highway No. 487 and said Humble and Jackson 168.5 acre tract to a point for the Southwest corner of this easement;

THENCE N20°41'40"E - 1339.22 feet crossing said Humble and Jackson 168.5 acre tract to a fence corner post on a common line between said 133.853 acre tract and said 168.5 acre tract for the Northwest corner of this easement;

THENCE S71°00'00"E - 40.02 feet with a common line between said 133.853 acre tract and said Humble and Jackson 168.5 acre tract to the PLACE OF BEGINNING and containing 1.230 Acre of Land for Ingress and Egress only.

TRACT 7:

Being a 524.49 acre tract of land out of the Jose Antonio de Pena Eleven League Grant, Abstract 43 in Milam County, Texas and being all of that certain 524 acre tract of land described in a deed to Joe Glaser, recorded in Volume 337, Page 357, all that certain 1.101 acre tract described in a deed to Joe Glaser, recorded in Volume 408, Page 773, and all that certain 30 foot by 1684.03 foot tract described in a deed to Joe Glaser, recorded in Volume 341, page 292, all in the Deed Records of Milam County, Texas, said 524.49 acre tract being shown on attached plat and mote particularly described by metes and bounds as follows;

BEGINNING at a 2 inch steel pipe corner post found in the east line of F.M. Road No. 1915 (a 100 foot wide right-of-way),

# EXHIBIT "A"
Legal Description

at the southwest corner of the above mentioned 30 foot strip of land as conveyed to Joe Glaser, (341/293), marking the northwest corner of the residue of a called 122.588 acre tract of land owned by Frank A. Tomascik by virtue of a deed recorded in Volume 322, Page 381, of the Deed Records of said County for an exterior corner of this;

THENCE along the east right of way line of said F.M. Road, North 19 degrees 15 minutes 27 seconds East a distance of 62.43 feet to a 2 inch steel pipe corner post found for the northwest corner of said called 1.104 acre Glaser Tract, (408/773) and the southwest corner of a called 65.25 residue tract owned by A. W. Zajicek, et ux by virtue of a deed recorded in Volume 344, Page 377 of said deed Records for the most westerly northwest corner of this;

THENCE departing said F. M. Road No 1915, along an existing fence line which is the common property line between said Glaser/Zajicek tracts, South 71 degrees 21 minutes 00 seconds East a distance of 1628.39 feet to a 2 inch steel pipe corner post found for the southeast corner of said Zajicek tract and lying in the west line of the said 524 acre Glaser tract, (337/353), for an interior corner of this;

THENCE along an existing fence line which is the common property line between said Glaser/Zajicek tracts, North 18 degrees 36 minutes 34 seconds East a distance of 1484.37 feet to a 1/2" iron rod with yellow plastic cap stamped "4748" set at the northwest corner of said 524 acre Glaser tract, said point lies in the south line of a called 65.1 acre tract of land conveyed to Stanley J. Glaser, et ux by deed recorded in Volume 633, Page 61 of said Deed Records for the must northerly northwest corner of this;

THENCE along the common property line between Joe Glaser and Stanley Glaser as fenced South 72 degrees 04 minutes 42 seconds East a distance of 2545.44 feet to a 1/2" found in place marking the northeast corner of said 524 acre Glaser tract, also marking the northwest corner a called 40 acre tract conveyed to said Stanley J. Glaser, et ux by deed recorded in Volume 475, Page 473 of said Deed Records for the northeast corner of this;

THENCE along the common property line between Joe Glaser and Stanley Glaser, and along a fence, line, South 17 degrees 44 minutes 38 seconds West a distance of 1617.27 feet to a 1/2" found in place at the northwest corner of a called 60 acre tract conveyed to Rebecca G. Hillman by deed recorded in Volume 781, Page 799 of said Official Records for an angle point of this;

THENCE along an existing fence line being the common property line between said Joe Glaser and Hillman tract, South 18 degrees 02 minutes 56 seconds West a distance of 2050.23 feet to a 1-1/4 inch iron pipe found marking an angle point in said common property line and lying in the west line of a called 76.67 acre tract owned by said Rebecca Hillman, (748/557-ORMCT), for an angle point of this;

THENCE continuing along an existing fence line and the common Glaser/Hillman property line, South 18 degrees 23 minutes 02 seconds West a distance of 1025.60 feet to a 1/2" found in place lying in the west line of said 76.67 acre Hillman tract for an angle point of this;

THENCE continuing along an existing fence line and the common (Glaser/Hillman property line, South 18 degrees 21 minutes 35 seconds West a distance of 1555.25 feet to a 1/2" iron rod with yellow plastic cap stamped "4748" set in the west line of a called 93.46 acre Hillman tract recorded in Volume 771, Page 103 of said Official Records for an angle point of this;

THENCE continuing along an existing fence, line marking the common Glaser/Hillman property line, South 18 degrees 10 minutes 17 seconds West a distance of 2085.24 feet to a 1/2" found in place marking the southwest corner of said 93.46 acre tract and the northwest corner of a called 10 acre tract conveyed to Edwin L. Peeler, et ux by deed recorded in Volume 394, Page 161 of said Deed Records for an angle point of this;

THENCE along an existing fence line marking the common Glaser/Peeler property line, South 18 degrees 03 minutes 22 seconds West a distance of 448.20 feet to a 1/2" iron rod with yellow plastic cap stamped "4748" set in the north line of County Road 204, at the southwest corner of said Peeler tract and the southeast corner of this;

THENCE with the north line of said county road as fenced, North 71 degrees 33 minutes 33 seconds West a distance of 1110.98 feet to a 1/2" iron rod with yellow plastic cap stamped "4748" set as an angle point;

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THENCE continuing with the north line of said county road as fenced, North 80 degrees 14 minutes 26 seconds West a distance of 208.94 feet to a 1/2" iron rod with yellow plastic cap stamped "4748" set at angle point;

THENCE continuing with the north line of said county road as fenced, North 84 degrees 16 minutes 29 seconds West a distance of 774.20 feet to a 1/2" iron rod with yellow plastic cap stamped "4748" set at angle joint;

THENCE continuing with the north line of said county road as fenced, North 85 degrees 56 minutes 25 seconds West a distance of 509.61 feet to a 1/2" iron rod found by corner post at the the southeast corner of a called 153.23 acre tract of land conveyed to Beatrice Kestenbaum by deed recorded in Volume 724, Page 615 of said Official Records for the southwest corner of this;

THENCE departing county load and along an existing fence line which marks the common property line between said Glaser/Kestenbaum tracts, North 18 degrees 09 minutes 49 seconds East a distance of 4339.40 feet to a 1/2" iron rod found in place marking the northwest corner of said Kestenbaum tract and the southeast corner of the said Frank Tomascik tract for an angle point of this;

THENCE along an existing fence line winch marks the common property line between said Glaser/Tomascik tracts, North 18 degrees 12 minutes 05 seconds East a distance of 3202.29 feet to 1/2 inch steel pipe corner post for corner for an interior corner of this;

THENCE along an existing fence line which marks the common property line between said Glaser/Tomascik tracts, North 71 degrees 23 minutes 46 seconds West a distance of 1628.91 feet to the POINT OF BEGINNING, and containing 524.49 acres more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

# EXHIBIT "A-2"

Legal Description

Tract 2
502.67 Acres

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE JOHN C. DUVAL SURVEY, ABSTRACT No. 177; THE MICHAEL RUTH SURVEY, ABSTRACT No. 541; AND THE JOHN A. CROSBY SURVEY, ABSTRACT No. 149; BEING ALL OF THAT 237.68 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2006016588 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT 97.646 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN AND CARRIE P. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2010030475 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT 5.948 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN AND CARRIE P. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2010030474 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT 1.589 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 9654814 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; A PART OF THE 58.606 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 9525025 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT 18.687 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 9525025 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT 89.83 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN VOLUME 2247, PAGE 466 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT 3.961 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT NO. 2010060752 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1" iron pipe found on the East Line of F. M. 973 at the Northwest Corner of that 69.82 Acre Tract conveyed to Michele Renee Samuelson and Mark Lane Samuelson and Lisa Ann and husband Keith Joseph Repa recorded in Document No. 2002003608 of the Official Public Records of Williamson County, Texas, and at the Southwest Corner of said 237.68 Acre Tract;

THENCE along the East Line of said F. M. 973 and the West Line of said 237.68 Acre Tract the following two courses:

1. N07°46'57"E, a distance of 1,136.60 feet to a concrete right-of-way monument found;
2. N07°51'43"E, a distance of 157.90 feet to a 1/2" iron rod found at the Southwest Corner of that 1.83 Acre Tract conveyed to Gary E. Anders and Sharon Anders by deed recorded in Document No. 1995029364 of the Official Public Records of Williamson County, Texas;

THENCE S81°47'42"E, along a North Line of said 237.68 Acre Tract and a South Line of said 1.83 Acre Tract, a distance of 471.57 feet to a 1/2" iron rod found at the Southeast Corner of said 1.83 Acre Tract and the Southerly Southwest Corner of said 97.646 Acre Tract;

THENCE N08°46'45"E, along the common line of said 1.83 Acre Tract and said 97.646 Acre Tract, a distance of 166.75 feet to a 1" axle found at the Northeast Corner of said 1.83 Acre Tract;

THENCE N81°22'45"W, along the North Line of said 1.83 Acre Tract and a South Line of said 97.646 Acre Tract, a distance of 474.00 feet to a 1.5" axle found at the Northwest Corner of said 1.83 Acre Tract and the Westerly Southwest Corner of said 97.646 Acre Tract on the East Line of said F. M. 973;

# EXHIBIT "A-2"

## Legal Description

THENCE N07°57'56"E, along the West Line of said 97.646 Acre Tract and the East Line of said F. M. 973, a distance of 2,279.24 feet to a 1/2" iron rod with TxDOT cap found at the Northwest Corner of said 97.646 Acre Tract;

THENCE S81°56'53"E, along the North Line of said 97.647 Acre Tract, a distance of 7.78 feet to a 1/2" iron rod with TxDOT cap found at the Southwest Corner of the said 15.948 Acre Tract and to a point on a non-tangent curve to the right;

THENCE northerly along the arc of said curve, the same being the East Line of F. M. 973, the West Line of said 5.948 Acre Tract, the West Line of said1.589 Acre Tract, the west line of said 58.606 Acre Tract, and the East line of said F. M. 973, a distance of 2010.48 feet said curve having a radius of 7539.44 feet, a central angle of 15°16'43" and a chord bearing N18°59'04"E, 2004.52 feet;

THENCE N45°22'33"E, along the East Line of said F. M. 973 and the west line of said 58.606 Acre Tract, a distance of 30.95 feet to a 1/2" iron rod found at the most westerly Northwest Corner of the said 58.606 Acre Tract and the Southwest Corner of that 1.95 Acre Tract conveyed to Carrol Bachmayer and wife, Carol Bachmayer, by deed recorded in Document No. 2004045801 of the Official Public Records of Williamson County, Texas;

THENCE along the common line of said 58.606 Acre Tract and said 1.95 Acre Tract the following two courses:

1. S46°35'54"E, a distance of 264.11 feet to a 1/2" iron rod found at the South Corner of the 1.95 Acre Tract, same being a northerly inside corner of said 58.606 Acre Tract;
2. N18°07'16"E, a distance of 477.18 feet to a 1" iron pipe found at the Northeast Corner of said 1.95 Acre Tract and the Northerly Northwest Corner of said 58.606 Acre Tract, on the South Line of old County Road 973;

THENCE S84°27'13"E, in part along the North Line of said 58.606 Acre Tract and said 18.687 Acre Tract, at 120 feet pass the Northeast Corner of said 58.606 Acre Tract, same being the northwest corner of said 18.687 Acre Tract, a distance of 987.38 feet to a 1" iron pipe found at the Northeast Corner of said 18.687 Acre Tract and the Northwest Corner of said 89.83 Acre Tract;

THENCE S82°04'11"E, along the North Line of said 89.83 Acre Tract and the South Line of that 89.99 Acre Tract conveyed to Timothy S. and Roxanne B. Carnes by deed recorded in Document No. 2007064615 of the Official Public Records of Williamson County, Texas, a distance of 721.77 feet to a 1" Iron Pipe found at the Southeast Corner of said 89.99 Acre Tract and at the Southwest Corner of that 149.957 Acre Tract conveyed to the Peterson Family Trust be deed recorded in Document No. 2018022732 of the Official Public Records of Williamson County, Texas;

THENCE S84°02'48"E, along the North Line of said 89.83 Acre Tract and a South Line of said 149.957 Acre Tract, a distance of 513.51 feet to a 1" iron pipe found at the Northeast Corner of the said 89.93 Acre Tract, same being a westerly inside ell corner of said 148.957 Acre Tract;

THENCE S07°32'49"W, along the East Line of said 89.83 Acre Tract and the West Line of said Peterson Family Trust Tract, a distance of 2,060.54 feet to a 1/2" iron rod found at the Northwest Corner of that 135.725 Acre Tract conveyed to H. E. and Peggy McLean by deed recorded in Document No. 2003048905 of the Official Public Records of Williamson County, Texas;

# EXHIBIT "A-2"

## Legal Description

THENCE S07°27'33"W, along the East Line of said 89.83 Acre Tract and the West Line of said 135.725 Acre Tract, a distance of 1,103.15 feet to a 2" metal fence post found at the Southwest Corner of said 84.38 Acre Tract and to a point on the North Line of said 237.68 Acre Tract;

THENCE S82°09'44"E, along the North line of said 237.68 Acre Tract and the South Line of said 135.725 Acre Tract, a distance of 1,552.91 feet to a railroad tie fence corner found at Northeast Corner of said 237.68 Acre Tract and the Northwest Corner of that 138.75 Acre Tract of land conveyed to Leigh Norman by deed recorded in Document No. 1998001166 of the Official Public Records of Williamson County, Texas;

THENCE S07°46'27"W, along the East Line of said 237.68 Acre Tract and the West Line of said 138.75 Acre Tract, a distance of 1,680.65 feet to a 1/2" iron rod found;

THENCE S07°43'06"W, along the East Line of said 237.68 Acre Tract and the West Line of said 138.75 Acre Tract, a distance of 1,273.00 feet to a 1/2" iron rod found at the Southeast Corner of said 237.68 Acre Tract and the Northeast Corner of said 69.82 Acre Tract;

THENCE N82°01'20"W, along the South Line of said 237.68 Acre Tract and the North Line of said 69.82 Acre Tract, a distance of 4,515.38 feet to the said POINT OF BEGINNING.

Containing 502.67 acres, more or less.

**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2022012195**

Pages: 18 Fee: $90.00
01/28/2022 09:34 AM
LMUELLER

Nancy E. Rister, County Clerk
Williamson County, Texas

**EXHIBIT**
**A-2**

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Leighton Edward Bullard ("Resident") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Leighton Edward Bullard owns property within the City of Taylor's extraterritorial jurisdiction located at 4160 CR 404, Taylor, Texas 76754 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Resident hereby Petitions the City of Taylor to release of Resident's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Resident's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Resident, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Resident constitutes more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there was 1 registered voter residing on the Property: Leighton Edward Bullard.

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Resident, the person filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Resident, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Resident has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Resident's Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Resident's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Resident's Property—is released by operation of law.

COBB & JOHNS

**RESIDENT NAME: LEIGHTON EDWARD BULLARD**

Leighton Bullard
Signature

9.12.61
Date of birth

1136181657
Voter registration number

Williamson
Voter county of registration

4160 C.R. 404 Taylor, Tx 76574
Residence address

8.30.2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

2017007073 DEED Total Pages: 3

**Special Warranty Deed**

**Date:** 12-3-16

**Grantor:** DENA MARIE BULLARD also known as DENA M. BULLARD and DENA BULLARD

**Grantor's Mailing Address:**

201 Highland Drive #525
Taylor, Texas 76574
Williamson County

**Grantee:** LEIGHTON EDWARD BULLARD also known as LEIGHTON E. BULLARD and LEIGHTON BULLARD

**Grantee's Mailing Address:**

4160 CR 404
Taylor, Texas 76574
Williamson County

**Consideration:**

The division of property in Cause No. 15-2027-F425, styled "In the Matter of the Marriage of Dena Marie Bullard and Leighton Edward Bullard and in the Interest of J.M.B., a Child" entered in the 425th Judicial District Court of Williamson County, Texas, and ten dollars and other valuable consideration paid by Grantee, and Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of Three Hundred Thirty-two Thousand Eight Hundred Sixteen dollars ($332,816.00) dated May 20, 2009, executed by DENA BULLARD and LEIGHTON BULLARD, and payable to the order of Wells Fargo Bank, N.A. The note is secured by a vendor's lien retained in a deed dated September 8, 2006, from Shirley Y. Mundkowsky and Linda Roznovak and Dennis Mundkowsky and Ronald Mundkowsky to LEIGHTON E. BULLARD and DENA M. BULLARD recorded in Document No. 2006080292, in the official public records of real property of Williamson County, Texas, and additionally secured by a deed of trust dated May 20, 2009, from DENA BULLARD and LEIGHTON BULLARD to Robert K. Fowler, Trustee, recorded in Document No. 2009037575, re-filed and re-recorded in Document No. 2012051719, in the official public records of real property of Williamson County, Texas. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note. Grantor assigns to Grantee the casualty insurance policy on the property, all utility deposits for utility service at the property, and all funds held in escrow for payment of taxes and insurance premiums.

**Property (including any improvements):**

12.408 acres of land, more or less, out of the H.T. & B. R.R. SURVEY, ABSTRACT No. 317, in Williamson County, Texas, being the same tract of land described in Deed recorded in Document No. 2006080292, Official Public Records, Williamson County, Texas.

Commonly known as: 4160 County Road 404, Taylor, Texas 76574

**Reservations from Conveyance and Exceptions to Conveyance and Warranty:**

Grantor reserves no interest in any oil, gas, and other minerals in and under and that may be

Unofficial Document

produced from the property.

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

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

Grantee assumes all ad valorem taxes due on the property for the current year.

Dena Marie Bullard

DENA MARIE BULLARD

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

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on December 3, 2016 by DENA MARIE BULLARD.

DANA G. GLOSSON
Notary Public, State of Texas
Comm. Expires 08-17-2020
Notary ID 10663784

Dana G Glosson

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

LAW OFFICE OF LISA RICHARDSON, PC
213 N. Mays Street
Round Rock, Texas 78664
Tel: (512) 255-8900
Fax: (512) 255-8905

**AFTER RECORDING RETURN TO:**

LEIGHTON EDWARD BULLARD
4160 CR 404
Taylor, Texas 76574

(1)

Official Document

**FILED AND RECORDED**
OFFICIAL PUBLIC RECORDS 2017007073

DEED Fee: $25.00
01/23/2017 11:19 AM Mbarrick

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

The Property

R484141



**EXHIBIT B**
**AFFIDAVIT OF LEIGHTON EDWARD BULLARD IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Leighton Edward Bullard, who under oath stated as follows:

1. My name is Leighton Edward Bullard. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 4160 CR 404, Taylor, Texas 76754 (the "Property").

3. As of May 6, 2023, there was 1 registered voter residing on the Property: Leighton Edward Bullard.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Leighton Edward Bullard

Leighton Edward Bullard

Sworn and subscribed to before me on this the 30TH day of August, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

EXHIBIT
A-3

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Ann M. Cooper ("Resident") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Ann M. Cooper owns property within the City of Taylor's extraterritorial jurisdiction located at 1301 CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Resident hereby Petitions the City of Taylor to release of Resident's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Resident's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Resident, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Resident constitutes more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there was 1 registered voter residing on the Property: Ann M. Cooper.

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Resident, the person filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Resident, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Resident has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Resident's Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Resident's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Resident's Property—is released by operation of law.

**RESIDENT NAME: ANN M. COOPER**

Annie M. Cooper
Signature

04-11-1943
Date of birth

113764912 8
Voter registration number

WILLIAMSON
Voter county of registration

1301 COUNTY ROAD 406
Residence address

08-30-2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

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

141635-4-MER ITC-JKC

**INDEPENDENT EXECUTOR'S CORRECTION WARRANTY DEED**

**Date:** July 2, 2014

**Grantor:** **Annie Mae Cooper, in her capacity as Independent Executor of the Estate of William Edgar Cooper, Deceased ("Decedent"), pending in Cause No. 08-0355-CP4, in the County Court at Law Number Four of Williamson County, Texas**

**Grantor's Mailing Address:** 1301 CR 406
Taylor, Texas 76574

**Grantee:** **Annie Mae Cooper**

**Grantee's Mailing Address:** 1301 CR 406
Taylor, Texas 76574

**Consideration:** TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid to Grantor by Grantee and for which no lien, either express or implied, is retained.

**Property (including any improvements):**

Decedent's undivided one-half (1/2) interest in a five acre tract or parcel (more or less) of land out of and being a part of the P. Rector survey, Abstract Number 540, in Williamson County, Texas, as is more particularly described in a deed from Eugene F. Kokes and Mary S. Kokes to Charles S. Salerno and Judith M. Salerno recorded in Volume 715, Page 26 of the Deed Records of Williamson County, Texas, and being the same property conveyed to William E. Cooper and Ann M. Cooper by deed dated March 29, 1984, recorded in Volume 995, Page 716, Official Records of Williamson County, Texas, described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference,

together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); and (vi) any and all

Unofficial Document

rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title, and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same; (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise); (c) any and all air rights relating to said real property; and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

**This deed is executed to correct the deed dated May 29, 2014, and recorded in Document Number 2014042073 of the Official Public Records of Williamson County, Texas, from Annie Mae Cooper, in her capacity as Independent Executor of the Estate of William Edgar Cooper, Deceased ("Decedent"), pending in Cause No. 08-0355-CP4, in the County Court at Law Number Four of Williamson County, Texas, as Grantor, to Annie Mae Cooper, as Grantee, in which the property was incorrectly described and, in fact, referenced an entirely different property. In all other respects the prior deed is confirmed.**

**Reservations from and Exceptions to Conveyance and Warranty:**

All easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, agreements and maintenance charges, and other instruments, other than liens and conveyances, that affect the Property; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any County Water Improvement District, Municipal Utility District or similar governmental or quasi-governmental agency; taxes for the year 2014, the payment of which Grantee assumes; existing building and zoning ordinances and environmental regulations; and rights of parties in possession.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Unofficial Document

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

**By the execution and acceptance of this deed, Grantor and Grantee acknowledge that Akins, Nowlin & Prewitt, L.L.P. ("AN&P") (1) has not ordered or examined title to the Property, (2) has made no other independent investigation of the title to the Property but has prepared this deed based on information and documents furnished to AN&P, and (3) makes no representation or warranty, express or implied, regarding the Property or the validity or quality of its title.**

**ESTATE OF WILLIAM EDGAR COOPER, DECEASED**

By: Annie Mae Cooper
**Annie Mae Cooper, Independent Executor**

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on July 2, 2014, by **Annie Mae Cooper,** Independent Executor of the Estate of **William Edgar Cooper, Deceased,** on behalf of said estate.

NOTARY PUBLIC, STATE OF TEXAS

IRENE M MEDINA-TUSING NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-21-2014

**AFTER RECORDING RETURN TO:**
AKINS, NOWLIN & PREWITT, L.L.P.
P.O. Box 249
Round Rock, Texas 78680

Unofficial Document

EXHIBIT "A"

BEING a 5.00 acre tract or parcel of land out of and being a part of the P. Rector Survey, Abstract No. 540, in Williamson County, Te4xas, and being a part of that certain 15.000 acre tract described in a deed from Johnnie D. Machu and wife, Delores A. Machu, to Eugene F. Kokes, and wife, Mary S. Kokes, dated May 12, 1971, recorded in Vol 535, Page 567, Williamson County Deed Records. Herein described 5.000 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a concrete monument found at a fence corner in the east line of a county road, the north line of the before mentioned P. Rector Survey, the northwest corner of the before mentioned 15.000 acre tract.

THENCE with the east line of the said county road, the west line of the said 15.000 acre tract, S 10 deg. 00' 00" W, 775.29 feet to an iron rod set for the POINT OF BEGINNING, the northwest corner of this tract.

THENCE S 80 deg. 00' 00" E, 560.08 feet to an iron rod set in the east line of the before-mentioned 15.000 acre tract, for the northeast corner of this tract.

THENCE with the east line of the said 15.000 acre tract, S 10 deg. 06' 20" W, 382.08 feet to an iron pipe found at a fence corner, the southeast corner of the said 15.000 acre tract, for the southeast corner of this tract.

THENCE with the south line of the said 15.000 acre tract, N 81 deg. 26' 39" W, 559.54 feet to an iron rod set at a fence corner in the east line of the before mentioned county road, the southwest corner of the said 15.000 acre tract, for the southwest corner of this tract.

THENCE with the east line of the said county road, the west line of the 15.000 acre tract, N 10 deg. 00' 00" E, at 15.37 feet pass a concrete monument found, in all 396.18 feet to the POINT OF BEGINNING, containing 5.000 acres of land.

Unofficial Document

2014057798
Electronically Recorded
OFFICIAL PUBLIC RECORDS
Nancy E. Rister
Nancy E. Rister, County Clerk
7/23/2014 4:08 PM
Pages: 4 Fee: $ 33.00
Williamson County Texas

The Property

R019641



**EXHIBIT B**
**AFFIDAVIT OF ANN M. COOPER IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Ann M. Cooper, who under oath stated as follows:

1. My name is Ann M. Cooper. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1301 CR 406, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there was 1 registered voter residing on the Property: Ann M. Cooper.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Ann M. Cooper

Sworn and subscribed to before me on this the 30 day of August, 2023.

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

Notary Public in and for the State of Texas

EXHIBIT
A-4

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Mark Douglas DeLoach and Arlis Bernadette DeLoach("Owners") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Mark Douglas DeLoach and Arlis Bernadette DeLoach own property within the City of Taylor's extraterritorial jurisdiction located at 1150 CR 405, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owners hereby Petition the City of Taylor to release of Owners' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owners' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Owners, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owners' collective value in the Property constitute more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owners filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owners, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owners have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owners' Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owners' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owners' Property—is released by operation of law.

**OWNER NAME: MARK DOUGLAS DELOACH**

Mark Douglas DeLoach
Signature

7-4-'62
Date of birth

106192 4015
Voter registration number

TRAVIS
Voter county of registration

1150 CR 405, Taylor Tx 76574
Residence address

8 Aug 30, 2023
Date of signing

**OWNER NAME: ARLIS BERNADETTE DELOACH**

Arlis Bernadette DeLoach
Signature

02-22-1965
Date of birth

1132978408
Voter registration number

Travis
Voter county of registration

1150 CR 405, Taylor, TX 76574
Residence address

Aug. 30, 2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED 2021175282
Williamson County, Texas Total Pages: 7

26-TIT 43684-DA

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

# GENERAL WARRANTY DEED

**Date:** NOV. 16, 2021

**Grantor:** JOHN MARLOW

**Grantor's Mailing Address:** P.O. Box 291 Belton, TX 76513

**Grantee:** MARK DOUGLAS DELOACH and ARLIS BERNADETTE DELOACH

**Grantee's Mailing Address:** 111 Elm Hill Court, San Marcos, TX 78666

**Consideration**: Sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):** See attached Exhibit "A".

**Reservations from Conveyance**: None.

**Exceptions to Conveyance and Warranty**: All valid easements, restrictions, covenants, mineral reservations and maintenance fund liens, if any, applicable to the above-described property as shown by the records of the County Clerk's Office of Williamson County, Texas; taxes for the current year, the payment of which Grantee assumes; and all zoning laws, regulations and ordinances of municipal and other governmental authority, if any, affecting the property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Online Document

(ACKNOWLEDGMENT)

THE STATE OF TEXAS §
§
COUNTY OF Travis §

The foregoing instrument was acknowledged before me on the 10th day of November, 2021, by John Marlow.

Debra G Adamson
Notary Public, State of Texas
Comm. Expires 11/05/2024
Notary ID 675014-3

Debra G. Adamson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

**AFTER RECORDING RETURN TO GRANTEE'S ADDRESS:**

111 Elm Hill Court
San Marcos TX 78666

**PREPARED IN THE LAW OFFICE OF:**
Busch Attorneys, PLLC
3100 McKinnon Street, Suite 170
Dallas, Texas 75201

Official Document

Escrow File No.: 43684

**EXHIBIT "A"**

**These notes describe that certain tract of land situated in the WILLIS AVERY SURVEY A-924, AND THE THOMAS WILLIAMSON SURVEY A-755 , both located in Williamson County, Texas; subject tract being a portion of a called "187.3228 Acres" conveyed in a Cash Warranty Deed from Alason Westley Brown Independent Executrix to Ruth McConnick Tankersley Revocable Trust, dated 12-3-1998 as recorded in Document No. 9872963 Official Public Records Williamson County (OPRWC) and all of a called "88.645 Acres" conveyed in a Warranty Deed from Bobby Lynn Doughy, et ux to Ruth McCormick Tankersley Revocable Trust, dated 5-26-2011 as recorded in Document No. 2011035617 Official Public Records Williamson County (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on December 30, 2014; subject tract being more fully described as follows:**

**BEGINNING at a found ½" iron rod in the West right-of-way of County Road 405 same being in the common survey line of the WILLIS AVERY SURVEY A-924 and the James Warren Survey A-673 for the Southeast comer of subject; same being the Southeast corner of the above mentioned "88.645Acres" and the Northeast comer of a called "66.306 Acres" as conveyed in a warranty deed from Danny J. Mikulencak, et al to Patricia A. Daffin, dated 5-28-2008 as recorded in Document No. 2008045907 OPR WC; from which for reference a found ½" iron rod for the Southeast corner of said "66.306 Acres" bears South 07°47'38" West, 29.93 feet (C=30.00');**

**THENCE North 82°24'19" West, leaving the West right-of-way of County Road 405 for a distance of 1120.46 feet (C= 1123.46') to a found ½" iron rod for an exterior comer of subject; same being an interior comer of the aforementioned "66.306 Acres";**

**THENCE North 03°37'11" East, for a distance of 29.91 feet (C=30.00') to found ½" iron rod in fence line for an interior corner of said "88.645 Acres"; same being an exterior comer of said "66.306 Acres";**

**THENCE North 82°23'06" West, continuing with the common fenced line of said "66.306 Acres" and said "88.645 Acres" for a distance of 1103.40 feet (C=1105.46') to a found 4"x4" Concrete Monument at a fence comer in the common survey line of the WILLIS AVERY SURVEY A-924 and the Jacob Ebberly Survey A-923, for the Southwest comer of said "88.645 Acres"; same being a point in the lower North line of the said "66.306 Acres";**

**THENCE North 07°22'36" East, with the common fenced line of said "66.306 Acres" and said "88.645 Acres", for a distance of 1718.15 feet (C=1716.98') to a found ½" iron rod at fence comer in the common survey line of the Jacob Ebberly Survey A-923,**

Document

"66.306
Acres"; and a point in the South Line of a called "50.5 Acres" as recorded in a General Warranty Deed from Bessie Sefcik to David Sefcik, et al, dated 1-28-2008, as recorded in Document No. 2010080409 OPRWC;

THENCE South 82°51'40" East, with the common line of said "50.5 Acres" and said "88.645 Acres", generally along the common survey line of the H.T. & B. RR Survey A-317 and the Willis Avery Survey A-924, a total distance of 695.21 feet to a found½" iron rod (Capped 1433) at the southeast corner of said "50.5 Acres", same being an interior corner of aforementioned "187.3228 Acres";

THENCE North 05°57'40" East, with a line for the common line of said "187.3228 Acres" and said "50.5 Acres", a distance of 612.38 feet to a 1/2" iron rod found (capped 4249") at the southwest corner of a called "I 0.05 Acres" conveyed to Roy M. Patterson, et ux as recorded in Document No. 2014003376, OPRWC; found a 1/2" iron rod in the South right-of-way line of Williamson County Road No. 404, same being the original northwest corner of said "187.3228 Acres" bearing North 06° 56'23" East, 1462.46 feet, same being the Northwest corner of said "10.05 Acres" and the Northeast corner of said "50.5 Acres";

THENCE South 83°03'16" East, with a line for the common line of said subject tract and said "10.005 Acres", a distance of 306.89 feet, to a I /2" iron rod found (capped "Ash 5687) at the southeast corner of said "10.05 acres", same being in the West line of a called "24.512 acres" conveyed in a Warranty deed from Ruth McCormick Tankersley Revocable Trust to Nancy L. Bower dated 9-9-2011 and recorded in Document No. 2011061081, OPRWC;

THENCE South 06°40'30" West with a common line of subject tract and said "24.512 Acres", a distance of 615.28 feet, to a 1/2" Iron Rod (capped "4249") found at the Southwest corner of said "24.512 acres" in the North line of aforementioned "88.645 Acres";

THENCE South 82° 29' 02" East with the common line of said "88.645 Acres" and "24.512 Acres", entering and crossing Flood Impoundment Structure no. 29, an Easement recorded in volume 536, page 434, DRWC, for a distance of 1229.48 feet to the northeast corner of said "88.645 Acres", same being the Southeast corner of said "24.512 Acres" in said Flood Impoundment Structure No. 29 for the common corner of a called "64.24 Acres" as conveyed in a warranty deed from Wilbert Reichenbach, et ux to Jerry D. Stewart, et ux, dated 4-16-1993 as recorded in volume 2296, page 645 Official Records Williamson County (ORWC) and a called "14.52 Acres" as conveyed in a warranty deed from Fred Lagarde, et ux to John Kittsmiller, et ux, dated 1-20-2012, as recorded in Document No. 2012005166, OPRWC; a found½" iron rod for an exterior corner of said "187.3228 Acres" bears North 07°33'52" East, 868.34 feet (C=868.58');

THENCE South 07°33'52" West, passing at 459.69 feet a ½" iron rod (capped) for [illegible] and continuing for an additional 957.89 feet for a total distance of 1417.58 feet

called "23.146 Acres" as conveyed in a warranty deed from Ruth McConnick Tankersley Revocable Trust to John Kitsmiller, et ux, dated 4-1-2009, as recorded in Document No. 2009024209 OPRWC;

THENCE South 84°05'36" East, for a distance of 8.99 feet (C=9. I 6') to a found ½" iron rod (capped "diamond") in the West right-of-way of County Road 405 for an exterior corner of subject; same being a point in the South line of said "23.146 Acres" and the Northwest corner of the James Warren Survey A-673, same being an interior corner of the Willis Avery Survey A-924;

THENCE South 07°47'54" West, along the West right-of-way of County Road 405 for a distance of 338.68 feet (C=337.75') to the PLACE OF BEGINNING, containing according to the dimensions herein stated an area of 92.996 Acres.

Note: Bearings and Coordinates shown hereon based on Texas State Plane Coordinate System Central Zone NAO 83/93 Adjustment (grid values).

SAVE AND EXCEPT THEREFROM that certain tract of land conveyed to David W. Sefcik and wife, Wendy R. Sefcik in Deed filed August 21, 2020, in Document No. 2020097645 Official public Records of Williamson County Texas, and described as follows:

These·- notes describe that certain tract of land, situated in the THOMAS T. WILLIAMSON SURVEY, A-755, located in Williamson County, Texas; subject tract being a portion of a called "92.996 Acres" conveyed in a General Warranty Deed fro Liston D. Crim and Joniel Crim to John Marlow, dated 10-1-2018 and recorded m Document No. 2018090068 of the Official Public Records of Williamson County, Texas (OPRWC}; being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on August 7, 2020; subject tract being more fully described as follows:

BEGINNING at a 1/2" Iron rod found being the upper Northwest comer of said "92.996 Acres" being in the East line of a called "50.5 Acres" conveyed in a Special Warranty Deed from Lorie Lynn Crowder, el al to David W. Sefcik, a/k/a David Sefcik, and wife, Wendy R. Sefcik, dated 4-9-2015 and recorded in Document No. 2015030459 OPRWC, being the Southwest corner of a called "10.05 Acres" conveyed in a General Warranty Deed from Roy M. Patterson, et ux to Freddy Gola, dated 3-22-2016 and recorded in Document No. 2016024356 OPRWC, and also being the Northwest comer of herein described tract, from which a 1/2" Iron rod found in the South line of Williamson County Road No. 404 at the Northwest comer of said "10.05 Acres" bears North 06° 56' 23" East a distance of 1462.46 feet;

THENCE South 83°/03' 16" East with the North line of said "92.996 Acres" and the South line of said "10.05 Acres" a distance of 306.89 feet to a 1/2" Iron rod found (capped "Ash 5687") being the Southeast comer of said "10.05 Acres", same being in the West line of a called "24.512 Acres" conveyed in a Warranty Deed with Vendor's Lien from Ruth McCormick Tankersley Revocable Trust to Nancy Bower a/k/a Nancy L. Bowers, date: 9-9-2011 and recorded in Document No. 2011061081 OPRWC, being the upper Northeast

Unofficial Document

County Road No. 404 at the Northeast comer of said "10.05 Acres" same being the Northwest comer of said "24.512 Acres" bears North 06° 40' 30" East a distance of 1459.34 feet;

THENCE South 06° 40' 30" West with the common line of said "92.996 Acres" and said "24.512 Acres", a distance of 615.28 feet to a 1/2" Iron Rod found (capped "4249") being at the Southwest corner of said "24.512 Acres", being an interior comer of said "92.996 A cres", and also being the Southeast comer of herein described tract;

THENCE North 82° 29' 02" West over and across said "92.996 Acres" with the approximate location of the common survey line of the THOMAS T. WILLIAMSON SURVEY, A 755 and the WILLIS AVERY SURVEY A 924 a distance of 299,28 feet to a 1/2" Iron rod found, being the Southeast comer of said "50.5 Acres", being an interior comer of said "92.996 Acres", and also being the Southwest corner of herein described tract, from which a 1/2" Iron rod found (capped "RPLS 1433") at the lower Northwest corner of said "92.996 Acres" bears North 82° 51' 40" East a distance -of 695.21 feet;

THENCE North 05° 57' 40" East with the common line of said "50.5 Acres" and said "92.996 Acres"' a distance of 612.38 feet to the PLACE OF Beginning and containing according to the dimensions herein stated an area of 4.270 Acres.

Official Document

**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2021175282**

Pages: 7 Fee: $46.00
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MBARRICK

Nancy E. Rister, County Clerk
Williamson County,Texas

Unofficial Document

The Property

R018577

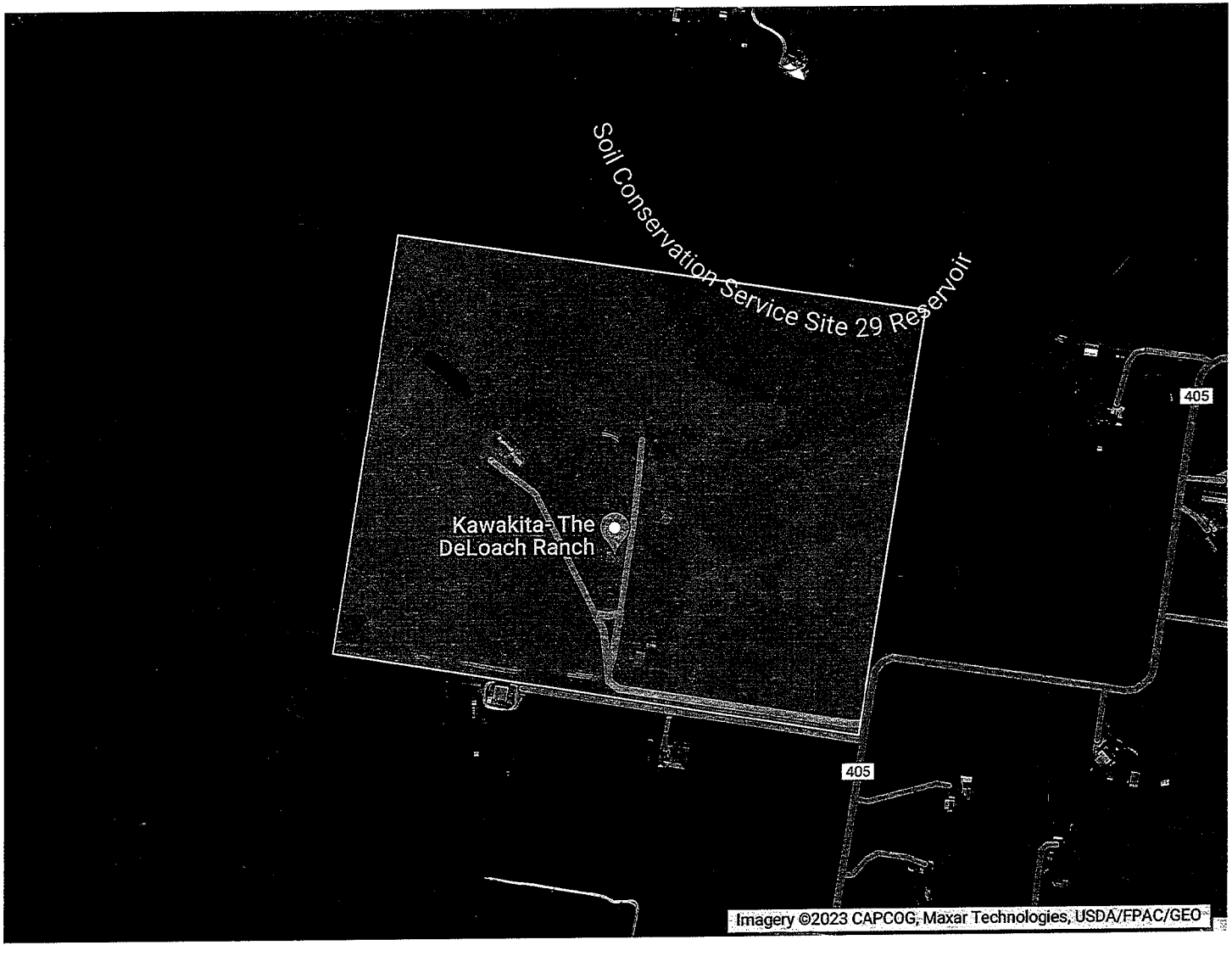

**EXHIBIT B**
**AFFIDAVIT OF MARK DOUGLAS DELOACH IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Mark Douglas DeLoach, who under oath stated as follows:

1. My name is Mark Douglas DeLoach. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1150 CR 405, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: Mark Douglas DeLoach and Arlis Bernadette DeLoach. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Mark Douglas DeLoach

Sworn and subscribed to before me on this the 30 day of August, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

**AFFIDAVIT OF ARLIS BERNADETTE DELOACH IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Arlis Bernadette DeLoach, who under oath stated as follows:

1. My name is Arlis Bernadette DeLoach. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1150 CR 405, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: Mark Douglas DeLoach and Arlis Bernadette DeLoach. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Arlis Bernadette DeLoach

Arlis Bernadette DeLoach

Sworn and subscribed to before me on this the 30 day of August, 2023.

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

Notary Public in and for the State of Texas

EXHIBIT
A-5

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. John Gola Jr. ("Resident") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. John Gola Jr. owns property within the City of Taylor's extraterritorial jurisdiction located at 1300 CR 405, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Resident hereby Petitions the City of Taylor to release of Resident's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Resident's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Resident, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Resident constitutes more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there was 1 registered voter residing on the Property: John Gola Jr..

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Resident, the person filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Resident, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Resident has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Resident's Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Resident's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Resident's Property—is released by operation of law.

**RESIDENT NAME: JOHN GOLA JR.**

John Gola JR
Signature

04/04/1943
Date of birth

1136624725
Voter registration number

WILLIAMSON
Voter county of registration

1300 C.R. 405 TAYLOR TX 76574
Residence address

08/30/2023
Date of signing

2001006466 4 pgs

00025803

# GENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

DANIEL GRAVES AND ALJANE GRAVES

That [redacted], hereinafter referred to as GRANTOR (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to GRANTOR in hand paid by **JOHN GOLA, JR., A SINGLE PERSON**, hereinafter referred to as GRANTEE (whether one or more), the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the execution and delivery by said GRANTEE of one certain promissory note of even date herewith, in the original principal sum of **ONE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED AND 00/100ths DOLLARS ($119,700.00)**, payable to the order of **HMC - HOME MORTGAGES CO., A WHOLLY-OWNED SUBSIDIARY OF AMERICAN FIDELITY, INC.**, (hereinafter called BENEFICIARY), in installments as in said note provided, bearing interest at the rate therein provided, said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said GRANTOR; and being additionally secured by a deed of trust of even date with said note, from GRANTEE to **CALVIN C. MANN, JR.**, TRUSTEE, reference to which deed of trust is hereby made for all purposes; the said BENEFICIARY at the special instance and request of the GRANTEE herein having advanced the sum of said note as part purchase price for the property herein conveyed, the receipt of which is hereby acknowledged, the GRANTOR hereby transfers, sets over, assigns and conveys, without recourse, unto BENEFICIARY, and its successors and assigns, the Vendor's Lien and Superior Title retained and reserved herein against the property, subrogating said BENEFICIARY to all rights and remedies of GRANTOR in the premises by virtue of said liens;

and GRANTOR has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto GRANTEE, the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES**

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto GRANTEE and GRANTEE'S heirs and assigns forever. GRANTOR does hereby bind GRANTOR and GRANTOR'S heirs, executors, and administrators to warrant and forever defend, all and singular, the said premises unto GRANTEE and GRANTEE'S heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Deed is executed, delivered and accepted subject to all and singular any liens described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance assessment liens, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located, and any statutory water rights, or the rights or interests of the State of Texas or the public generally in any waters, tidelands, beaches and streams being situated in proximity to the property described herein.

But it is expressly agreed and stipulated that the Vendor's Lien and Superior Title are retained against the above described property, premises, and improvements, until the above described note and all accrued interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this deed shall become absolute.

The contract between GRANTOR, as seller, and GRANTEE, as buyer, may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

When this Deed is executed by more than one person, or when the GRANTEE is more than one person, the instrument shall read as though pertinent verbs and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

RETURN TO
(42) Longhorn Title Co, Inc

Unofficial Document

DATED the 16TH day of JANUARY, 2001.

DANIEL GRAVES

ALJANE GRAVES

THE STATE OF TEXAS }
COUNTY OF Williamson } (Acknowledgment)

This instrument was acknowledged before me on the 18 day of January, 2001,
by DANIEL GRAVES AND ALJANE GRAVES

Notary Public, State of Texas
My Commission Expires 03-08-02

My commission expires

Notary Public, State of
Printed Name:

THE STATE OF TEXAS }
COUNTY OF } (Acknowledgment)

This instrument was acknowledged before me on the _____ day of _____, _____,
by

My commission expires

Notary Public, State of
Printed Name:

THE STATE OF TEXAS }
COUNTY OF } (Acknowledgment)

This instrument was acknowledged before me on the _____ day of _____, _____,
by

My commission expires

Notary Public, State of
Printed Name:

THE STATE OF TEXAS }
COUNTY OF } (Acknowledgment)

This instrument was acknowledged before me on the _____ day of _____, _____,
by

My commission expires

Notary Public, State of
Printed Name:

THE STATE OF TEXAS }
COUNTY OF } (Corporate/Entity Acknowledgment)

This instrument was acknowledged before me on the _____ day of _____, _____,
by
of
a _____, on behalf of said _____.

My commission expires

Notary Public, State of
Printed Name:

AFTER RECORDING RETURN TO
AT GRANTEE'S MAILING ADDRESS:
JOHN GOLA, JR.
1602 NEVADA
HOUSTON, TEXAS 77004

PREPARED IN THE LAW OFFICE OF:

BLACK, MANN & GRAHAM, L.L.P. ATTORNEYS AT LAW
132 WEST MAIN STREET
LEWISVILLE, TEXAS 75057 (972) 353-4174

**RECORDERS MEMORANDUM**
All or parts of the text on this page was not clearly legible for satisfactory recordation.

Re: 1300 COUNTRY ROAD 405 TAYLOR TEXAS 76574

Unofficial Document

# EXHIBIT A
## DEED AND PROPERTY MAP

STATE OF TEXAS
COUNTY OF WILLIAMSON

January 8, 2001

## 5.254 ACRES

These notes describe that certain tract of land situated in the **WILLIS AVERY SURVEY, A-924,** located in Williamson County, Texas; subject tract being all of a called "Tract Three – 5.263 Acres" described in a Warranty Deed from Harold E. Mclean, et ux, to John B. Southard, et ux, dated 12-19-95 and recorded in Document No. 9600188 of the Official Records of Williamson County (ORWC), subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on January 8, 2001; subject tract being more fully described as follows:

**BEGINNING** at the Northeast corner of subject tract in a line for the West line of Williamson County Road No. 405, same being for the Northeast corner of said "Tract Three - 5.263 Acres"; found a ½" Iron Rod at same corner;

**THENCE South 10°03'44" West** with said West line of Williamson County Road No. 405, same being for the East line of said "Tract Three - 5.263 Acres", a distance of **294.77 feet** to a ½" Iron Rod found for the Southeast corner of same, also being for the Northeast corner of a called "Tract Two – 5.233 Acres" recorded in said Document No. 9600188 (ORWC);

**THENCE North 79°58'03" West** (Basis of Bearings) with a line for the common line of said "Tract Three - 5.263 Acres" and "Tract Three - 5.263 Acres", generally along a barbed wire fence, a distance of **779.93 feet** to a ½" Iron Rod found for the Southwest corner of said "Tract Three - 5.263 Acres", same being for the Northwest corner of said "Tract Two – 5.233 Acres" in a line for the East line of a called "Tract One – 4.833 Acres" recorded in said Document No. 9600188 (ORWC);

**THENCE North 10°06'23" East** with a line for the common line of said "Tract Three - 5.263 Acres" and said "Tract One – 4.833 Acres", generally along a barbed wire fence, a distance of **292.17 feet** to a ½" Iron Rod found for the Northwest corner of said "Tract Three - 5.263 Acres", same being for the Northeast corner of said "Tract Two – 5.233 Acres" in a line for the South line of a called "42 Acres" recorded in Volume 1966, Page 078, (ORWC);

**THENCE South 80°09'31" East** with a line for the common line of said "Tract Three - 5.263 Acres" and said "42 Acres", generally along a barbed wire fence, a distance of **779.71 feet** to the **PLACE OF BEGINNING,** containing according to the dimensions herein stated, an area of **5.254 Acres.**

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, adjoiner information, visible utilities and roadways.

Bruce Lane Bryan Registered Professional Land Surveyor No. 4249

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

RETURN TO
*Longhorn Title Co., Inc.*

Unofficial Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

01-29-2001 03:54 PM 2001006466
ANDERSON $15.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

The Property

R353923



**EXHIBIT B**
**AFFIDAVIT OF JOHN GOLA JR. IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, John Gola Jr., who under oath stated as follows:

1. My name is John Gola Jr.. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1300 CR 405, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there was 1 registered voter residing on the Property: John Gola Jr..

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

John Gola Jr.

Sworn and subscribed to before me on this the 30th day of August, 2023.

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

Notary Public in and for the State of Texas

EXHIBIT
A-6

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Mitchell J. Hardison ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Mitchell J. Hardison owns property within the City of Taylor's extraterritorial jurisdiction located at 1151 CR 405, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owner hereby Petitions the City of Taylor to release of Owner's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owner's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

**OWNER NAME: MITCHELL J. HARDISON**

Mitchell J Hardison
Signature

11-08-1975
Date of birth

N/A
Voter registration number

Williamson
Voter county of registration

4580 CR 404 Taylor TX 76574
Residence address

8-30-23
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

2022050185 DEED Total Pages: 3

# General Warranty Gift Deed

**Date:** April 21, 2022

**Grantor:** Hilda Sanchez Hardison

**Grantor's Mailing Address:**

Hilda Sanchez Hardison
4580 County Road 404
Taylor, Texas 76574

**Grantee:** Mitchell James Hardison

**Grantee's Mailing Address:**

Mitchell James Hardison
4580 County Road 404
Taylor, Texas 76574

**Consideration:**

Love of, and affection for, Grantee.

**Property (including any improvements):**

12.75 acres of land, more or less, out of THOMAS T. WILLIAMSON SURVEY, ABSTRACT NO. 755, situated in Williamson County, Texas and being the same property described in Warranty Deed recorded in Document No. 200612318, Official Public Records, Williamson County, Texas. Said 12.75 acres of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:** None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Unofficial Document

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

Hilda Sanchez Hardison

Hilda Sanchez Hardison

STATE OF TEXAS )

COUNTY OF WILLIAMSON )

This instrument was acknowledged before me on April 21, 2022, by Hilda Sanchez Hardison.

NOTARY PUBLIC STATE OF TEXAS
Amy McLean
My Commission Expires
05/16/2024
ID No. 11973084

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

AMY MCLEAN
2209 N. Main Street
Taylor, TX 76574
Tel: (512) 309-4322
Fax: (512) 309-4336

Unofficial Document

BEING A TRACT OR PARCEL CONTAINING 12.75 ACRES OF LAND SITUATED IN THE THOMAS T. WILLIAMSON SURVEY, A-755, WILLIAMSON COUNTY, TEXAS, AS RECORDED IN VOLUME 514, PAGE 14, WILLIAMSON COUNTY DEED RECORDS; AND ALSO BEING OUT OF THAT CERTAIN 75 ACRE TRACT OF LAND AS DESCRIBED AND RECORDED IN VOLUME 385, PAGE 502, WILLIAMSON COUNTY DEED RECORDS AND ALSO BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8-inch iron rod found for the Northeast corner of said 12.75 acre and said 75 acre tract, said corner being in the South right-of-way line of FM Road No. 973;

THENCE along a fence line, said fence being the South right-of-way line of FM Road No. 973, N79°55'W, a distance of 727.6 feet to a 3/8-inch iron rod found for the Northwest corner;

THENCE departing said right-of-way line and along a fence line, S4°27'E, a distance of 864.7 feet to a 3/8-inch iron rod found for corner;

THENCE along a fence line, S79°58'E, a distance of 346.0 feet to a 3/8-inch iron rod found for corner;

THENCE along a fence line, S11°29'E, a distance of 401.0 feet to a 3/8-inch iron rod found for corner;

THENCE along a fence line, S84°50'E, a distance of 22.0 feet to a 3/8-inch iron rod found for corner;

THENCE along a fence line, N9°55'E, a distance of 1208.8 feet to the POINT OF BEGINNING and containing 12.75 acres of land

EXHIBIT A

Unofficial Document

Amy Mclean
2209 N Main Street
Taylor Tx 76574

**FILED AND RECORDED**
OFFICIAL PUBLIC RECORDS 2022050185

DEED Fee: $34.00
04/22/2022 09:57 AM OSALINAS

THE STATE OF TEXAS WILLIAMSON COUNTY

Nancy E. Rister, County Clerk
Williamson County, Texas

The Property

R019733



**EXHIBIT B**
**AFFIDAVIT OF MITCHELL J. HARDISON IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Mitchell J. Hardison, who under oath stated as follows:

1. My name is Mitchell J. Hardison. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 4580 CR 404, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there was 1 registered voter residing on the Property: Mitchell J. Hardison.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

_____
Mitchell J. Hardison

Sworn and subscribed to before me on this the ____ day of August, 2023.

_____
Notary Public in and for the State of Texas

**EXHIBIT B**

**AFFIDAVIT OF MITCHELL J. HARDISON IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Mitchell J. Hardison, who under oath stated as follows:

1. My name is Mitchell J. Hardison. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1151 CR 405, Taylor, Texas 76574 (the "Property").

3. There is 1 owner of the Property: Mitchell J. Hardison. I own 100% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Mitchell J. Hardison

Sworn and subscribed to before me on this the 30 day of August, 2023.

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

Notary Public in and for the State of Texas

EXHIBIT
A-7

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

SEP 21 2023

*Via email: ted@hejllawfirm.com*

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. John Kitsmiller and Renee Kitsmiller ("Residents") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. John Kitsmiller and Renee Kitsmiller own property within the City of Taylor's extraterritorial jurisdiction located at 600 CR 405, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deeds and Property Map).

3. Residents hereby Petition the City of Taylor to release of Residents' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Residents' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Residents, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Residents constitute more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there were 2 registered voters residing on the Property: John Kitsmiller and Renee Kitsmiller.

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Residents, the persons filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deeds for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Residents, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Residents have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Residents' Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Residents' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Residents' Property—is released by operation of law.

**RESIDENT NAME: JOHN KITSMILLER**

Signature

12/22/1968

Date of birth

114205647 3

Voter registration number

Williamson

Voter county of registration

600 County Road 405
Taylor TX 76574

Residence address

9/12/2023

Date of signing

**RESIDENT NAME: RENEE KITSMILLER**

Renée Kitsmiller

Signature

3/23/1966

Date of birth

115716794 6

Voter registration number

Williamson

Voter county of registration

600 County Road 405
Taylor TX 76574

Residence address

9/12/2023

Date of signing

# EXHIBIT A
## DEEDS AND PROPERTY MAP

DEED
4 PGS
2012005166

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

# SPECIAL WARRANTY DEED

Date: January 20, 2012

Grantor: FRED LIGARDE AND CLAUDIA LIGARDE, Husband and Wife

Grantor's Mailing Address:
4215 Woodway Drive
Austin, Texas 78731

Grantee: JOHN KITSMILLER AND RENEE KITSMILLER, Husband and Wife

Grantee's Mailing Address:

600 County Road 405
Taylor, Texas 76574

Consideration: Grantee's execution and delivery of that one certain promissory note in the original sum of $204,000, payable to the order of Grantor (the "Note"). The vendor's lien and superior title are retained in the Property hereby conveyed until the Note is paid in full. The Note is additionally secured by Grantee's deed of trust of even date to Sam R. Perry, Trustee.

Property (including any improvements):

That certain 14.52 acre tract of land in Williamson County, Texas described in **Exhibit "A"** attached to and made a part of this deed. The Property is the same property conveyed to Grantor by a deed dated September 16, 2006 from the Ruth McCormick Tankersley Revocable Trust of record under Document No. 2006084146 of the Official Public Records of Williamson County, Texas (the "prior Deed").. The field notes used in the Prior Deed had two typographical errors that have been corrected in the attached field notes.

Exceptions to Conveyance and Warranty:

Unofficial Document

This conveyance is made and accepted subject to the same matters contained in the "Reservations from and Exceptions to Conveyance and Warranty" in the Prior Deed.

Grantor, for the consideration and subject to the reservations from and exceptions to the conveyance and warranty set forth above, has GRANTED, SOLD AND CONVEYED and does hereby GRANT, SELL AND CONVEY to Grantee the Property, together with all and singular the improvements located thereon and all rights and appurtenances pertaining thereto, including all right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way, roadways, strips and gores, easements and in-the-ground utilities. TO HAVE AND TO HOLD the Property to Grantee, Grantee's heirs, executors, administrators, legal representatives, successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, and except as to the exceptions to conveyance and warranty set forth above.

Grantor hereby expressly reserves and retains for the vendor's lien, as well as the superior title, in and to the Property to secure (i) the payment of the Note, and (ii) the performance and payment by Grantee of all covenants, conditions, obligations and liabilities under the Deed of Trust. Upon the full and complete payment of the Note and satisfaction and performance of all covenants, conditions and liabilities under the Deed of Trust, then this conveyance shall become absolute and the vendor's lien and superior title herein reserved shall be automatically released and discharged.

Whenever the content of this Deed so requires, the singular shall include the plural, the plural shall include the singular and any gender shall include all other genders.

Fred Ligarde

FRED LIGARDE

Claudia Ligarde

CLAUDIA LIGARDE

Unofficial Document

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of January, 2012, by Fred Ligarde.

JASON CHARLES NEBGEN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 5/6/15

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of January, 2012, by Claudia Ligarde.

JASON CHARLES NEBGEN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 5/6/15

Notary Public, State of Texas

Unofficial Document

A DESCRIPTION OF A 14.52 ACRE TRACT OF LAND SITUATED IN THE WILLIS AVERY SURVEY, ABSTRACT NUMBER 924, WILLIAMSON COUNTY TEXAS, OUT OF A CALLED 187.3228 ACRE TRACT CONVEYED TO RUTH MCCORMICK TANKERSLEY IN DOCUMENT NUMBER 9872963, OFFICIAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 80D found in a fence post for the northeast corner for said 187.3228 acre tract and the southeast corner of a called 64.74 acre tract conveyed to Jerry d. Stewart in Volume 2296, Page 645, Official Records of Williamson County, Texas, in the west right-of-way of County Road 405 (50 R.O.W.), and for the northeast corner of the herein described tract;

**THENCE** with said west right-of-way line of said County Road 405 the following two (2) courses:

1) **South 12°00'25" West,** a distance of **224.39 feet,** (called South 12°02'01" East, 224.47 feet), to a ½ inch iron rod found,
2) **South 09°09'56" West,** a distance of **350.02 feet** (called South 09°09'03" West) to a ½ inch iron rod with a cap set for the southeast corner for the here in described tract, from which a 80D nail found at a fence post for a point for angle of said 187.3228 acre tract bears South 09°09'56" West A distance of 726.42 feet;

**THENCE** entering into and severing said 187.3228 acre tract the following three (3) courses:

1) **North 89°22'47" West,** a distance of **616.08 feet** to a ½ inch rod with cap set,
2) **North 43°22'41" west,** passing a ½ inch iron rod with cap set at the center line of the top of an earthen dam at a distance of 521.06 feet, and containing total distance of **689.74 feet** to a calculated point in the water,
3) **North 09°19'14" East**, a distance of **252.82 feet** (called North 09°019'44" East) to a calculated point in the water for the east corner of said 64.74 acre tract, and the north corner of the herein described tract, from which a ½ inch iron rod bears **North 09°19'14" East,** a distance of **252.82 feet** (called North 09°019'44" East 868.54 feet) to a point for angle of said 187.3228 acre tract, and a 10.43 acre tract conveyed to Donald Edwards Spears in Volume 819, Page 547, of the Official records of Williamson County, Texas.

**Thence** with the south line of said 64.74 acre tract, **South 80°30'34" East,** passing a ½ inch iron road with a cap set at the center line of the top of an earthen dam at a distance of 479.87 at, and continuing a total distance of **1167.23 feet,** (called South 80°30'34" West, 1167.68 feet), being the **BEARING BASIS** herein, to the **POINT OF BEGINNING,** containing **14.52 acres** of land;

I, Shawn T. Ash, do certify that this description and associated exhibit were prepared from a boundary survey performed under my direction during August 2006, and is true and correct to the best of my knowledge and belief.

Shawn T. Ash

Shawn T. Ash
Registered Professional Land Surveyor
No. 5687 State of Texas

STATE OF TEXAS
REGISTERED
SHAWN T. ASH
5687
PROFESSIONAL
LAND SURVEYOR

08/29/06
Date

Job: 06-1460

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NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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RECORDED BY
NORTH AMERICAN TITLE

NORTH AMERICAN TITLE
1 CHISHOLM TRAIL, SUITE 3100
ROUND ROCK, TEXAS 78681
(512) 255-6550

GF#14665-09-00081

DEED 2009024209
5 PGS

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

# WARRANTY DEED WITH VENDOR'S LIEN

**Date:** ~~March~~ April 1, 2009

**Grantor:** **Ruth McCormick Tankersley Revocable Trust**

**Grantor's Mailing Address (including county):**

P.O. Box 401
Barnsville, Maryland
Montgomery County

**Grantee:** **John Kitsmiller and Renee Kitsmiller**

**Grantee's Mailing Address (including county):**

600 CR 405
Taylor, Texas 76574
Williamson County

**Consideration:**

For the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's Note of even date herewith that is in the principal amount of **One Hundred Twenty-Eight Thousand Eight Hundred Seventy-Six and No/100 Dollars ($128,876.00)**, payable to the order of **Ruth McCormick Tankersley Revocable Trust**. The Note is secured by a Vendor's Lien retained in favor of Grantor in this Deed and by a Deed of Trust of even date herewith from Grantee to **Kenneth M. Kohl**, Trustee.

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**Property (including any improvements):**

**23.146 acres of land, more or less, out of the Thomas Williamson Survey, Abstract No. 755, and/or the Willis Avery Survey, Abstract No. 924, in Williamson County, Texas, and being a portion of that 187.3228 acre tract of land conveyed to the Ruth McCormick Tankersley Revocable Trust by deed recorded under Document No. 9872963, Official Records of Williamson County, Texas; said 23.146 acres more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.**

**Reservations from and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any applicable governmental district, agency, authority, etc. taxes for current year, the payment of which Grantee assumes.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

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The Vendor's Lien and Superior Title to the property are retained for the benefit of Grantor.

EXECUTED this 1st day of ~~March~~ April, 2009.

Ruth McCormick Tankersley Revocable Trust

**Ruth McCormick Tankersley Revocable Trust**

By: Charles Player, Agent and Attorney-in-Fact

Charles Player, Agent and Attorney-in-Fact

STATE OF ~~TEXAS~~ Maryland
COUNTY OF Frederick

This instrument was acknowledged before me on the 1 day of ~~March~~ April, 2009, by Charles Player, Agent and Attorney-in-Fact for **Ruth McCormick Tankersley Revocable Trust,** a _____ on behalf of said _____.

Notary Public, State of ~~Texas~~ Maryland
Notary's name (printed): Jennifer Coleen Clabaugh
Notary's commission expires: 10/1/2010

JENNIFER COLEEN CLABAUGH NOTARY PUBLIC FREDERICK CO. MD

AFTER RECORDING RETURN TO:

NORTH AMERICAN TITLE COMPANY
One Chisholm Trail, Suite 3100
Round Rock, TX 78681

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METES AND BOUNDS DESCRIPTION

FOR A 23.146-ACRE TRACT OF LAND SITUATED IN THE WILLIS AVERY SURVEY, ABSTRACT NO. 924, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMNANT PORTION OF A CALLED 187.3228 ACRE TRACT OF LAND CONVEYED TO RUTH MCCORMICK TANKERSLEY REVOCABLE TRUST, AS RECORDED IN DOCUMENT NO. 9872963 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 23.146-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on a 1/2" iron rod found with cap marked "ASH 5687" monumenting the most easterly northeast corner of said remnant portion of the called 187.3228-acre TANKERSLEY tract, same being on the southeast corner of a called 14.52-acre tract of land conveyed to FRED LIGARDE and CLAUDIA LIGARDE as recorded in Document No. 2006084146 of the Official Public Records of Williamson County, Texas, same being on a point in the westerly right-of-way line of COUNTY ROAD NO. 405 (right-of-way width varies), monumenting the northeast corner and POINT OF BEGINNING hereof, and from which a 80D nail found in a creosote post monumenting the original most easterly northeast corner of said remnant portion of the called 187.3228-acre TANKERSLEY tract, same being on the northeast corner of said 14.52-acre LIGARDE tract, bears N10°17'29"E for a distance of 574.28 feet;

THENCE with the easterly and southerly boundary line of said remnant portion of the called 187.3228-acre TANKERSLEY tract, same being with the westerly and northerly right-of-way line of said COUNTY ROAD NO. 405 the following four (4) courses and distances:

1. **S09°09'56"W** (Bearing Basis for this description) for a distance of **726.37 feet** to a 80D nail found in a creosote post, monumenting an angle point hereof;

2. **S17°45'28"W** for a distance of **58.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;

3. **S45°04'30"W** for a distance of **55.54 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the most easterly southeast corner of said remnant portion of the called 187.3228-acre TANKERSLEY tract, monumenting the southeast hereof;

4. **N81°12'59"W** for a distance of **1123.35 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on an angle point in the southerly boundary line of said remnant portion of the called 187.3228-acre TANKERSLEY tract, for a point in the southerly boundary line hereof, and from which a 1/2" iron rod found with cap marked "RPLS 1487", monumenting the most southerly

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southeast corner of said remnant portion of the called 187.3228-acre TANKERSLEY tract, same being on a point in the westerly right-of-way line of said COUNTY ROAD NO. 405, bears S09°54'28"W for a distance of 338.76 feet;

THENCE departing the southerly boundary line of said remnant portion of the called 187.3228-acre TANKERSLEY tract and the right-of-way line of said COUNTY ROAD NO. 405, through the interior of said remnant portion of the called 187.3228-acre TANKERSLEY tract the following two (2) courses and distances:

1. **N81°12'59"W** for a distance of **9.16 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southwest corner hereof;

2. **N10°00'19"E** passing at a distance of 965.00 feet a 1/2" iron rod set with cap marked "Diamond Surveying", on the top embankment of an earthen dam (Dam Site No. 29 of the Brushy Creek Watershed), continuing for a total distance of **1164.72 feet** to an unmonumented point in the permanent water pool created by said Dam Site No. 29, being an angle point in the easterly boundary line of said remnant portion of the called 187.3228-acre TANKERSLEY tract, same being an angle point in the westerly boundary line of aforementioned 14.52-acre LIGARDE tract, for the northwest corner hereof;

THENCE with the common boundary line of said remnant portion of the called 187.3228-acre TANKERSLEY tract and said 14.52-acre LIGARDE tract the following two (2) courses and distances:

1. **S43°21'02"E** passing at a distance of 168.64 feet a 1/2" iron rod found with cap marked "RPLS 5687", on top embankment of said Dam Site No. 29, continuing for a total distance of **689.74 feet** to a 1/2" iron rod found with cap marked "RPLS 5687", monumenting an angle point hereof;

2. **S89°21'54"E** for a distance of **616.15 feet** to the POINT OF BEGINNING hereof, and containing 23.146 acres of land more or less.

*DIAMOND SURVEYING, INC.*
*P.O. BOX 1937, GEORGETOWN, TX 78627*
*(512) 931-3100*

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

MAR. 23, 2009

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

**FILED AND RECORDED**
**OFFICIAL PUBLIC RECORDS 2009024209**

Nancy E. Rister

04/09/2009 01:01 PM
CMCNEELY $32.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



(2) North Amer Title Co.

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The Property

R483340

R502450




Map data ©2023 Google

**EXHIBIT B**
**AFFIDAVIT OF JOHN KITSMILLER IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, John Kitsmiller, who under oath stated as follows:

1. My name is John Kitsmiller. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 600 CR 405, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: John Kitsmiller and Renee Kitsmiller.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

John Kitsmiller

Sworn and subscribed to before me on this the 12th day of ~~August~~ September, 2023.

PATRICIA A. LOPEZ
Notary Public, State Of Texas
Comm. Exp. 11-12-2024
Notary ID# 13279292-2

Patricia A. Lopez.
Notary Public in and for the State of Texas

**AFFIDAVIT OF RENEE KITSMILLER IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Renee Kitsmiller, who under oath stated as follows:

1. My name is Renee Kitsmiller. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 600 CR 405, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: John Kitsmiller and Renee Kitsmiller.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Renee Kitsmiller

Renee Kitsmiller

Sworn and subscribed to before me on this the 12th day of ~~August~~ September, 2023.

PATRICIA A. LOPEZ
Notary Public, State Of Texas
Comm. Exp. 11-12-2024
Notary ID# 13279292-2

Patricia A. Lopez

Notary Public in and for the State of Texas

EXHIBIT
A-8

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Marvin Kokes and Joyce Kokes ("Residents") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Marvin Kokes and Joyce Kokes own property within the City of Taylor's extraterritorial jurisdiction located at 1201 CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Residents hereby Petition the City of Taylor to release of Residents' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Residents' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Residents, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Residents constitute more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there were 2 registered voters residing on the Property: Marvin Kokes and Joyce Kokes.

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Residents, the persons filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Residents, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Residents have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Residents' Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Residents' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Residents' Property—is released by operation of law.

**RESIDENT NAME: MARVIN KOKES**

Marvin R. Kokes
Signature

12/06/1946
Date of birth

1137650781
Voter registration number

WILLIAMSON
Voter county of registration

1201 Co Rd 406
Residence address

08/30/2023
Date of signing

**RESIDENT NAME: JOYCE KOKES**

Joyce Kokes
Signature

06/19/1951
Date of birth

1137650775
Voter registration number

WILLIAMSON
Voter county of registration

1201 Co. Rd 406
Residence address

08/30/2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

EUGENE F. KOKES,
ET UX

MARVIN KOKES,
ET UX

DEED WITH V/L

7040

THE STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON *

That we, EUGENE F. KOKES and wife, MARY S. KOKES, of Williamson County, Texas, for and in consideration of the sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 ($13,500.00) DOLLARS, to us paid and secured to be paid by MARVIN KOKES and wife, JOYCE KOKES, as follows:

The sum of FOUR THOUSAND FIFTY AND NO/100 ($4,050.00) DOLLARS, cash to us in hand paid by MARVIN KOKES and wife, JOYCE KOKES, the receipt of which is hereby acknowledged and confessed, and by the execution and delivery by the said Grantees of their one certain promissory note of even date herewith, payable at the request of Grantors to the order of the First-Taylor National Bank of Taylor, Texas, at its office at Taylor, Williamson County, Texas, in the principal sum of NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 ($9,450.00) DOLLARS, said note bearing interest from date at the rate of nine and one-half (9½%) per cent per annum, both principal and interest due and payable on or before one year from date, said note containing the usual and customary accelerated maturity and attorney's fees clauses in case of default, and reciting that it is secured by a Vendor's Lien and additionally secured by a Deed of Trust Lien on the hereinafter described property for the use and benefit of the payee of said note.

HAVE GRANTED, SOLD AND CONVEYED, and by these presents DO GRANT, SELL AND CONVEY unto the said MARVIN KOKES and wife, JOYCE KOKES, of Williamson County, Texas, the following described property, to-wit:

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BEING a 6.000 acre tract or parcel of land out of and being a part of the P. RECTOR SURVEY, Abstract No. 540, in Williamson County, Texas, and being part of that certain 15.000 acre tract described in a Deed from Johnnie D. Machu and wife, Delores A. Machu, to Eugene F. Kokes and wife, Mary S. Kokes, dated May 12, 1971, recorded in Volume 535, Page 567, Williamson County Deed Records. Herein described 6.000 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a concrete monument found at a fence corner in the East line of a county road, the North line of the before mentioned P. RECTOR SURVEY, the Northwest corner of the before mentioned 15.000 acre tract;

THENCE with the East line of the said county road, the West line of the said 15.000 acre tract, South 10 degrees 00' 00" West, 309.00 feet to the POINT OF BEGINNING, the Northwest corner of this tract;

THENCE South 80 degrees 00' 00" East, 560.96 feet to an iron rod set in the East line of the before mentioned 15.000 acre tract, for the Northeast corner of this tract;

THENCE with the East line of the said 15.000 acre tract, South 10 degrees 06' 29" West, 466.29 feet to an iron rod set for the Southeast corner of this tract, from which an iron pipe found at a fence corner, the Southeast corner of the said 15.000 acre tract bears, South 10 degrees 06' 29" West, 382.08 feet;

THENCE North 80 degrees 00' 00" West, 560.08 feet to an iron rod set in the East line of the before mentioned county road, the West line of the said 15.000 acre tract, for the Southwest corner of this tract;

THENCE with the East line of the said county road, the West line of the 15.000 acre tract, North 10 degrees 00' 00" East, 466.29 feet to the POINT OF BEGINNING, containing 6.000 acres of land.

TO HAVE AND TO HOLD the above described premises and all improvements thereon, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said MARVIN KOKES and wife, JOYCE KOKES, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said MARVIN KOKES and wife, JOYCE KOKES, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien, as well as the superior title in and to the above-described premises, is retained against the above-described property, premises and improvements until the above-described note and all interest thereon are fully paid according to the face and tenor, effect and reading thereof, when this Deed shall become absolute.

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VOL. 707 PAGE 262

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 ($9,450.00) DOLLARS, to us paid by the First-Taylor National Bank of Taylor, Texas, the receipt of which is hereby acknowledged, we have caused the note aforesaid to be made payable to the First-Taylor National Bank of Taylor, Texas, said Bank having advanced and paid to us for the use and benefit of the Grantees herein said sum as a part of the purchase money for the above-described premises, and the Vendor's Lien and superior title, and all right, title, interest, and equity in this Deed securing the payment of said note is here now transferred to the said the First-Taylor National Bank of Taylor, Texas, to secure the payment of said note and all interest and attorney's fees therein provided for according to its terms and conditions.

TO HAVE AND TO HOLD the same unto the said the First-Taylor National Bank of Taylor, Texas, its successors and assisgns, forever; subject only to the right of the Grantees to pay off said note and receive a release therefor. This transfer, however, is without recourse on us.

EXECUTED: this the 7th day of April, 1978.

Eugene F. Kokes
EUGENE F. KOKES

Mary S. Kokes
MARY S. KOKES

THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *

BEFORE ME, the undersigned authority, on this day personally appeared EUGENE F. KOKES and MARY S. KOKES his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of April, A.D. 1978.

Marvin Leny
Notary Public in and for
Williamson County, Texas

Official Document

VOL. 707 PAGE 263

THE STATE OF TEXAS
County of Williamson

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 13th day of April A. D. 19 78 at 8:00 o'clock A M., and duly recorded this the 13th day of April A. D. 19 78 at 1:15 o'clock P M., in the Deed Records of said County, in Vol. 707 pp 260

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Deanna Whitaker Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

Unofficial Document

The Property

R019642



**EXHIBIT B**
**AFFIDAVIT OF MARVIN KOKES IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Marvin Kokes, who under oath stated as follows:

1. My name is Marvin Kokes. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1201 CR 406, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: Marvin Kokes and Joyce Kokes.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Marvin Kokes

Marvin Kokes

Sworn and subscribed to before me on this the 30 day of August, 2023.

David R Johns

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

**AFFIDAVIT OF JOYCE KOKES IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Joyce Kokes, who under oath stated as follows:

1. My name is Joyce Kokes. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1201 CR 406, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: Marvin Kokes and Joyce Kokes.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Joyce Kokes

Sworn and subscribed to before me on this the 30th day of August, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

EXHIBIT
A-9

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Brett D. McCarthy and Amber J. McCarthy ("Owners") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Brett D. McCarthy and Amber J. McCarthy own property within the City of Taylor's extraterritorial jurisdiction located at 1525 CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owners hereby Petition the City of Taylor to release of Owners' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owners' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Owners, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owners' collective value in the Property constitute more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owners filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owners, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owners have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owners' Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owners' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owners' Property—is released by operation of law.

**OWNER NAME: BRETT D. MCCARTHY**

Signature

01/30/1984
Date of birth

N/A
Voter registration number

N/A
Voter county of registration

247 N Meridian Rd Glen Carbon, IL 6203
Residence address

09/01/2023
Date of signing

**OWNER NAME: AMBER J. MCCARTHY**

Amber J. McCarthy
Signature

08/24/1986
Date of birth

N/A
Voter registration number

N/A
Voter county of registration

247 N Meridian Rd Glen Carbon, IL 62034
Residence address

09/01/2023
Date of signing

# EXHIBIT A
# DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED 2020077469
Williamson County, Texas Total Pages: 8

14665 20-0360

# GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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

DATE: June 29, 2020

GRANTOR: Yupel, LLC, a Texas limited liability company and Jona Enterprises, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS: Yupel: 1387 CR 464, Thorndale, Texas 76577
Jona: 1702 Intervail Drive, Austin Texas 78746

GRANTEE: Brett David McCarthy and Amber McCarthy, married to each other

GRANTEE'S MAILING ADDRESS: 400 Freeman Park Place, Round Rock, Texas 78665

CONSIDERATION:

$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and a note of even date that is in the principal amount of $82,993.00, and is executed by Grantee, payable to the order of Round Top State Bank. The note is secured by a vendor's lien retained in favor of Round Top State Bank in this deed and by a deed of trust of even date from Grantee to Johnnie Mikeska, Trustee.

PROPERTY (including any improvements):

See Exhibit "A" attached hereto and made a part hereof.

Unofficial Document

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2020 and subsequent years.

This conveyance is also made and accepted subject to Restrictions which Restrictions shall run with the property herein described and be binding on all parties having any right, title, or interest in such property, or any part thereof, their heirs, executors, administrators, successors, or assigns, and the restrictions shall inure to the benefit of the Grantor herein. The Restrictions are as follows: maximum of one (1) water meter per platted tract.

For Grantor and Grantor's heirs, successors, and assigns, forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property provided, however, that the Grantor shall not have the right of ingress and egress over or other rights to use the surface of the property for the purpose of mining, drilling, exploring or developing the oil, gas and other minerals. If the mineral estate is subject to existing production or an existing lease, the production, the lease, and the benefits from it are allocated in proportion to ownership in the mineral estates.

Grantor and Grantor's successors and assigns, hereby reserves all of Grantor's interest in the water (including, without limitation, underground water from any and all depths and geological formations, surface water, diffuse surface flow and runoff, and harvested rain water, and all of the water rights associated with the property, including any and all permits, licenses or other governmental authorizations related to such water) that are in and under the property and that may be produced from it; provided, however, that Grantor shall not have the right of ingress and egress over or other rights to use the surface of the property for the purpose of mining, drilling, exploring, or developing the water, and Grantee, and Grantee's successor and assigns may drill a water well for the sole use of the single residence located on this property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Unofficial Document

Round Top State Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of Round Top State Bank and are transferred to that party.

**GRANTEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS AS TO TITLE, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND**

**BASIS "WITH ALL FAULTS." GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY.**

Yupel, LLC, a Texas limited liability company

By:_____
Michael F. Herzog, Jr., Manager

**NOTICE:** This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of North American Title Company or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the seller, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 29 day of June, 2020, by Michael F. Herzog, Jr., Manager of Yupel, LLC, a Texas limited liability company, on behalf of said company.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 226054-6
Comm. Expires 04/08/2023

Notary Public, State of Texas

Unofficial Document

Jona Enterprises, LLC, a Texas limited liability company

By: Kejda X. Herzog
Kejda X. Herzog, Manager

**NOTICE:** This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of North American Title Company or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the seller, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 29 day of June, 2020, by Kejda X. Herzog, Manager of Jona Enterprises, LLC, a Texas limited liability company, on behalf of said company.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 226054-6
Comm. Expires 04/08/2023

Lesley Karen Williams
Notary Public, State of _____

Unofficial Document

AGREED TO AND ACCEPTED BY GRANTEE:

Brett David McCarthy

Amber McCarthy

**NOTICE:** This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of North American Title Company or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the seller, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 29 day of June 2020, 2020, by Brett David McCarthy and Amber McCarthy.

NOTARY PUBLIC STATE OF TEXAS
BARI IIAMS
MY COMMISSION EXPIRES
January 10, 2023
NOTARY ID: 10231162

Notary Public, State of Texas

Prepared by:
Hancock McGill & Bleau, LLLP
Attorneys at Law
File No. 14665-20-03600

After Recording Return To:

400 Freeman Park Place
Round Rock TX 78665

Dj3600-fw



Unofficial Document

# SCHEDULE A
(Continued)

4. Legal description of land:

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the PENDLETON RECTOR SURVEY, Abstract No. 540, being part of a called 57.570 Acre tract (Tract One) conveyed Jona Enterprises, LLC to Yupel, LLC by deed dated August 2, 2018, recorded in Document #2018070383 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit:

COMMENCING at a found 1" iron pipe on the east Right-of-Way line of County Road 406, at the northwest corner of a called 160.79 Acre tract conveyed to HS Farms, LLC in Doc. #20131 16573, at the southwest corner of the said 57.570 Acre tract;

THENCE N 07°58'11" E -- 160.98' along the common line between the said east Right-of-Way line of County Road 406 and the said 57.570 Acre tract to a set 1/2" iron rod with red cap marked "Triad RPLS 5952"' for the POINT OF BEGINNING and the most southerly southwest corner of this tract;

THENCE N 07°58'11" E -- 32.19' continuing along the common line between. the said east Right-of-Way line of County Road 406 and the said 57.570 Acre tract to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" 'for the most southerly northwest corner of this tract;

THENCE entering the said 57.570 Acre tract for division for the following courses and distances:

S 82°56'55" E - 879.96' to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" for an interior ell corner of this tract;

N 07°09'23" E - 666.62' to a set 1/2" iron rod red cap marked "Triad RPLS 5952" for an interior ell corner of this tract;

N 82°38'06" W - 315.50' to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" on the common line between the said 57.570 Acre tract and a called 5.000 Acre tract conveyed to Ann M. Cooper in Document # 2014057798, for the most northerly southwest corner of this tract;

THENCE N 07°21'54" E - 300.00' along the common line between the said 57.570Acre and the said 5.000 Acre tract and a called 6.000 Acre tract conveyed to Marvin Kokes in Volume 707, Page 260, respectively, to a set 1/2" iron rod With red cap marked "Triad RPLS 5952" for the most northerly northwest corner of this tract;

THENCE re-centering the said 57.570 Acre tract for division for the following courses and distances:

S 82°38'06" E - 414.41' to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" for the northeast corner of this. tract;

S 07°09'23" W - 998.25' to a set 1/2" iron rod with red cap marked "Triad "RPLS 5952" for the southeast corner of this tract;

N 82°56'55" W - 980.41' the POINT OF BEGINNING containing within these metes and bounds 5.112 Acres of land.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION AS TO THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE SOLELY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE THE EXCEPTION CONTAINED IN SCHEDULE B ITEM 2 HEREIN.

Unofficial Document

**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2020077469**

Pages: 8 Fee: $45.00
07/13/2020 02:40 PM

Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

The Property

R599776



**EXHIBIT B**
**AFFIDAVIT OF BRETT D. MCCARTHY IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Brett D. McCarthy, who under oath stated as follows:

1. My name is Brett D. McCarthy. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1525 CR 406, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: Brett D. McCarthy and Amber J. McCarthy. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Brett D. McCarthy

Sworn and subscribed to before me on this the 1st day of September, 2023.

MARK L. REED
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 05, 2024

Notary Public in and for the State of Texas

**AFFIDAVIT OF AMBER J. MCCARTHY IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Amber J. McCarthy, who under oath stated as follows:

1. My name is Amber J. McCarthy. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1525 CR 406, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: Brett D. McCarthy and Amber J. McCarthy. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Amber J. McCarthy

Amber J. McCarthy

Sworn and subscribed to before me on this the 1ST day of ~~August~~ SEPT., 2023.

~~Notary Public in and for the State of Texas~~

MARK L. REED
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 05, 2024

EXHIBIT
A-10

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Russell Smith and Pamela Smith ("Residents") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Russell Smith and Pamela Smith own property within the City of Taylor's extraterritorial jurisdiction located at 941 CR 405, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Residents hereby Petition the City of Taylor to release of Residents' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Residents' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Residents, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Residents constitute more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there were 2 registered voters residing on the Property: Russell Smith and Pamela Smith.

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Residents, the persons filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Residents, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Residents have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Residents' Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Residents' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Residents' Property—is released by operation of law.

**RESIDENT NAME: RUSSELL SMITH**

Russell Smith
Signature

6/27/1961
Date of birth

2312452343
Voter registration number

Williamson
Voter county of registration

941 CR405, Taylor, TX 76574
Residence address

8/30/2023
Date of signing

**RESIDENT NAME: PAMELA SMITH**

Pamela Smith
Signature

3/16/1958
Date of birth

2132450628
Voter registration number

Williamson
Voter county of registration

941 CR405, Taylor, TX 76574
Residence address

8/30/2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

2003077398 5 pgs

03033535-LTC/RR5

# WARRANTY DEED WITH VENDOR'S LIEN

**Date:** Aug. 4, 2003

**Grantors:** GLENN E. ROBINSON and SUSAN L. ROBINSON

**Grantors' Mailing Address (including county):**
P.O. Box 1611
Pflugerville, TX 78691
Travis Co., TX.

**Grantee:** RUSSELL SMITH and PAMELA SMITH

**Grantee's Mailing Address (including county):**
407 Applewood Dr.
Pflugerville, TX 78660

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of FIFTY FOUR THOUSAND THREE HUNDRED and no/100 ($54,300.00) and is executed by Grantee, payable to the order of CAPITAL FARM CREDIT, FLCA. The note is secured by a vendor's lien retained in favor of CAPITAL FARM CREDIT, FLCA in this deed and by a deed of trust of even date, from Grantee to BEN R. NOVOSAD, Trustee.

CAPITAL FARM CREDIT, FLCA, at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of CAPITAL FARM CREDIT, FLCA and are transferred to CAPITAL FARM CREDIT, FLCA without recourse on Grantor.

**Property (including any improvements):**

All that certain 23.582 acre tract of land out of the Willis Avery Survey, Abstract No. 924 and the James Warren Survey, Abstract No. 673, in Williamson County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

**Reservations From and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

GLENN E. ROBINSON

Susan L. Robinson
SUSAN L. ROBINSON

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS }{
}{
THE COUNTY OF WILLIAMSON }{

This instrument was acknowledged before me on Aug. 5, 2003, by GLENN E. ROBINSON.

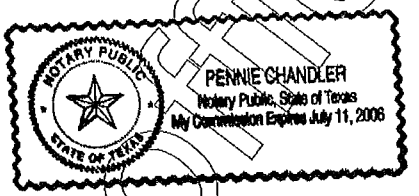



Pennie Chandler
Notary Public, State of Texas

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS }{
}{
THE COUNTY OF WILLIAMSON }{

This instrument was acknowledged before me on Aug. 5, 2003, by SUSAN L. ROBINSON.




Pennie Chandler
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Law Office of Kristine Warren, P.C.
309 West Main Street, Suite 110
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:
Longhorn Title Company, Inc.
801 Main Street
Georgetown, Texas 78626

Unofficial Document

**STATE OF TEXAS** **DECEMBER 24, 2002**
**COUNTY OF WILLIAMSON**

## 23.582 ACRES

These notes describe that certain tract of land situated in the **WILLIS AVERY SURVEY, A-924** the **JAMES WARREN SURVEY, A-673** located in Williamson County, Texas; subject tract being a *part of and out of* a called "44.01 Acres" conveyed in a Warranty Deed from Robert Tiemann, AKA Robert Miller Tiemann, to Glenn E. Robinson, et ux dated 7-20-99 and recorded in Document No. 199949714 of the Official Records of Williamson County (ORWC), subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on December 24, 2002 and being more fully described as follows:

**BEGINNING** at the Northwest corner of subject tract in a line for the East line of Williamson County Road No. 405, same being the upper Southwest corner of a "20.475 Acres" (surveyed out of said "44.01 Acres" this date); found a ½" Iron Rod for the Northwest corner of said "44.01 Acres", same being for the Southwest corner of a called "17.69 Acres" conveyed to Patricia Bryan and recorded in Volume 513, Page 405 of the Deed Records of Williamson County (DRWC) in a line for the East line of Williamson County Road No. 405 bearing North 09°53'47" East, 60.03 feet;

**THENCE South 80°18'51" East** with a common line of subject tract and said "20.475 Acres", generally along a fence, a distance of **1097.31 feet** to a found ½" Iron Rod at the Northeast corner of subject tract, same being an interior corner of said "20.475 Acres";

**THENCE South 09°40'15" West** with a common line of subject tract and said "20.475 Acres", generally along a fence, a distance of **912.79 feet** to a found ½" Iron Rod at the Southeast corner of said "44.01 Acres", same being an exterior corner of said "20.475 Acres" and for an exterior corner of a called "10.268 Acres" conveyed to Christopher Caylor and recorded in Document No. 98050064 of said ORWC;

**THENCE** with a line for the common line of said "44.01 Acres" and "10.268 Acres", generally along a fence, as follows:

**North 49° 41'22" West** **61.77 feet** to a found ½" Iron Rod and
**North 67° 58'18" West** **25.75 feet** to a found ½" Iron Rod, and continuing with said line, passing a point for the Northeast corner of a called "14.221 Acres", and continuing with a line for the common line of said "44.01 Acres" and "14.221 Acres", **North 76° 46'45" West**, a distance of **538.75 feet** to a found ½" Iron Rod (appears to have been established by Randall Jones Engineering in an earlier partition of said "44.01 Acres" dated 3-26-98 but not recorded as of this date);

**THENCE North 75° 21'24" West**, continuing with said line, a distance of **11.17 feet** to a ½" Iron Rod found for the Northwest corner of said "14.221 Acres", same being

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for the Northeast corner of a called "8.38 Acres" conveyed to John R. Brown as recorded in Document No. 2002007917 of said ORWC, and continuing with a line for the common line of said "44.01 Acres" and "8.38 Acres", **North 76° 47'47" West**, a distance of **555.43 feet** to a ½" Iron Rod found for the lower Southwest corner of said "44.01 Acres", same being for the Southeast corner of a called "5.42 Acres" conveyed in Document No. 199949719 of said ORWC;

**THENCE** with the following courses, same being for the common lines of said "44.01 Acres" and "5.42 Acres", as follows:

| | |
|---|---|
| **North 10° 16'30" East** | **128.98 feet** to a found ½" Iron Rod, |
| **North 79° 35'53" West** | **147.45 feet** to a found ½" Iron Rod and |
| **North 10° 16'27" East** | **359.95 feet** to an Iron Pipe (fence corner) |

found at the occupied Northwest corner of "44.01 Acres", same being for the occupied Northeast corner of said "5.42 Acres" in aforementioned East line of Williamson County Road No. 405;

**THENCE** with the West line of said "44.01 Acres", same being for said East line of Williamson County Road No. 405, as follows:

**South 79° 39'55" East** **93.36 feet** to a found ½" Iron Rod at the beginning of a curve to the left;

**THENCE** with said curve to the left, same being the West line of said "44.01 Acres", having the following characteristics:

| | |
|---|---|
| **Central Angle:** | **90° 17'45"** |
| **Radius:** | **131.09 feet** |
| **Chord Bearing:** | **North 55° 06'07" East** |
| **Chord Distance** | **185.87 feet** |
| **Length:** | **206.59 feet** to a found ½" Iron Rod; |

**THENCE North 09° 53'47" East,** continuing with said East line of Williamson County Road No. 405, a distance of **187.39 feet** to the **PLACE OF BEGINNING,** containing according to the dimensions herein stated, **7.109** Acres in the **WILLIS AVERY SURVEY, A-924,** an area of **16.473** Acres in the **JAMES WARREN SURVEY, A-673** for a total of **23.582 Acres.**

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, visible utilities and roadways.

Bruce Lane Bryan Registered Professional Land Surveyor No. 4249

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

08-11-2003 02:56 PM 2003077398
CARRILLO $17.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

The Property

R018581

R331599



**EXHIBIT B**
**AFFIDAVIT OF RUSSELL SMITH IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Russell Smith, who under oath stated as follows:

1. My name is Russell Smith. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 941 CR 405, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: Russell Smith and Pamela Smith.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Russell Smith

Sworn and subscribed to before me on this the 30th day of August, 2023.

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

Notary Public in and for the State of Texas

**AFFIDAVIT OF PAMELA SMITH IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Pamela Smith, who under oath stated as follows:

1. My name is Pamela Smith. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 941 CR 405, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: Russell Smith and Pamela Smith.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Pamela Smith

Pamela Smith

Sworn and subscribed to before me on this the 30 day of August, 2023.

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

Notary Public in and for the State of Texas

EXHIBIT
A-11

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

SEP 21 2023

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Brett D. McCarthy, Amber J. McCarthy, andVikas Sharma ("Owners") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Brett D. McCarthy, Amber J. McCarthy, and Vikas Sharma own property within the City of Taylor's extraterritorial jurisdiction located at 1545 CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owners hereby Petition the City of Taylor to release of Owners' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owners' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Owners, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owners' collective value in the Property constitute more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owners filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owners, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owners have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owners' Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owners' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owners' Property—is released by operation of law.

COBB & JOHNS

**OWNER NAME: BRETT D. MCCARTHY**

Signature

01/30/1984
Date of birth

N/A
Voter registration number

N/A
Voter county of registration

247 N Meridian Rd Glen Carbon, IL 62034
Residence address

09/01/2023
Date of signing

**OWNER NAME: AMBER J. MCCARTHY**

Amber J. McCarthy
Signature

08/24/1986
Date of birth

N/A
Voter registration number

N/A
Voter county of registration

247 N Meridian Rd Glen Carbon, IL 62034
Residence address

09/01/2023
Date of signing

**OWNER NAME: VIKAS SHARMA**

Signature

JAN -12- 1977

Date of birth

N/A

Voter registration number

N/A

Voter county of registration

3509 LAJITAS, LEANDER TX 78641

Residence address

SEP - 11 - 2023

Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED 2022065735
Williamson County, Texas Total Pages: 4

Unofficial Document

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

# General Warranty Deed

Date: **27th day of May, 2022**

Grantor: **Carollin Renee Cavil and spouse, Blake Cavil**

Grantor's Mailing Address: 219 Rinehardt Street, Hutto, TX 78634

Grantee: **Brett David McCarthy and Amber Jaye McCarthy, husband and wife, and Vikas Sharma, a married man**

Grantee's Mailing Address: 247 N Meridian Rd, Glen Carbon, IL 62034

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):
**All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the Pendleton Rector Survey, Abstract No. 540, being part of a called 57.570 Acre tract (Tract One) conveyed Jona Enterprises, LLC to Yupel, LLC by deed dated August 2, 2018, recorded in Document #2018070383 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit:**

**COMMENCING at a found 1" iron pipe on the east Right-of-Way line of County Road 406, at the northwest corner of a called 160.79 Acre tract conveyed to HS Farms, LLC in Doc. #2013116573, at the southwest corner of the said 57.570 Acre tract;**

**THENCE N 07°58'11 E 128.80' along the common line between the said east Right-of-Way line of County Road 406 and the said 57.570 Acre tract to a set ½" iron rod with red cap marked "Triad RPLS 5952" for the POINT OF BEGINNING and the most southerly southwest corner of this tract;**

**THENCE N 07°58'11" E- 32.19' continuing along the common line between the said east Right-of-Way line of County Road 406 and the said 57.570 Acre tract to a set ½" iron rod with a red cap marked "Triad RPLS 5952" for the most southerly northwest corner of this tract;**

**THENCE entering the said 57.570 Acre tract for division for the following courses and distances:**

**S 82°56'55" E - 980.41' to a set ½" iron rod with red cap marked "Triad RPLS 5952" for an interior ell corner of this tract;**

**N 07°09'23" E - 998.25' to a set ½" iron rod with red cap marked "Triad RPLS 5952" for an interior ell corner of this tract;**

**N 82°38'06" W - 414.41' to a set ½" iron rod with red cap marked "Triad RPLS 5952" on the common line between the said 57.570 Acre tract and a called 6.000 Acre tract conveyed to Marvin Kokes in Volume 707, Page 260, for the most northerly southwest corner of this tract;**

**THENCE N 07°21'54" E- 300.00' along the common line between the said 57.570 Acre tract and the said 6.000 Acre tract and a called 1.976 Acre tract conveyed to Glenda Roeglen, et vir in Document# 2014026065, respectively, to a set ½" iron rod with red cap marked "Triad RPLS 5952" for the most northerly northwest corner of this tract;**

**THENCE re-entering the said 57.570 Acre tract for division for the following courses and distances:**

**S 82°38'06" E - 463.32' to a set ½" iron rod with red cap marked "Triad RPLS 5952" for the northeast corner of this tract;**

**S 07°09'23" W - 1330.16' to a set ½" iron rod with red cap marked "Triad RPLS 5952" for the southeast corner of this tract;**

**N 82°56'55" W - 1030.87' to the POINT OF BEGINNING containing within these metes and bounds 5 .102 Acres of land.**

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year **2022** and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the



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Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Carollin Renee Cavil

**Carollin Renee Cavil**

**Blake Cavil**

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, Angelica Hrusk, on this day personally appeared Carollin Renee Cavil and Blake Cavil, known to me or proved to me on the oath of Notary Public or through DL to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of May, 2022.

Notary Public Signature

ANGELA DAWN HRUSKA
Notary Public, State of Texas
Comm. Expires 03-11-2024
Notary ID 10288146

**After filing, please return to:**
Brett David McCarthy, Amber Jaye McCarthy, and Vikas Sharma
247 N Meridian Rd
Glen Carbon, IL 62034

Unofficial Document

**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2022065735**

Pages: 4 Fee: $34.00
05/27/2022 02:01 PM
LMUELLER

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

The Property

R600329



**EXHIBIT B**
**AFFIDAVIT OF BRETT D. MCCARTHY IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Brett D. McCarthy, who under oath stated as follows:

1. My name is Brett D. McCarthy. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1545 CR 406, Taylor, Texas 76574 (the "Property").

3. There are 3 owners of the Property: Brett D. McCarthy, Amber J. McCarthy, and Vikas Sharma. I own 25% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Brett D. McCarthy

Sworn and subscribed to before me on this the 1ST day of ~~August~~ SEPT, 2023.

MARK L. REED
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 05, 2024

Notary Public in and for the State of Illinois

**AFFIDAVIT OF AMBER J. MCCARTHY IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Amber J. McCarthy, who under oath stated as follows:

1. My name is Amber J. McCarthy. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1545 CR 406, Taylor, Texas 76574 (the "Property").

3. There are 3 owners of the Property: Brett D. McCarthy, Amber J. McCarthy, and Vikas Sharma. I own 25% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Amber J. McCarthy

Amber J. McCarthy

Sworn and subscribed to before me on this the 1st day of September, 2023.

MARK L. REED
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 05, 2024

Notary Public in and for the State of Illinois

**AFFIDAVIT OF VIKAS SHARMA IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Vikas Sharma, who under oath stated as follows:

1. My name is Vikas Sharma. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1545 CR 406, Taylor, Texas 76574 (the "Property").

3. There are 3 owners of the Property: Brett D. McCarthy, Amber J. McCarthy, and Vikas Sharma. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Vikas Sharma

Sworn and subscribed to before me on this the 11th day of ~~August~~ SEPTEMBER, 2023. September, 2023

Notary Public in and for the State of Texas

JENNY VALIENTE
Notary ID #134263802
My Commission Expires
March 16, 2027

EXHIBIT
A-12

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Monica A. Stefek ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Monica A. Stefek owns property within the City of Taylor's extraterritorial jurisdiction located at CR 366, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owner hereby Petitions the City of Taylor to release of Owner's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owner's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

**OWNER NAME: MONICA A. STEFEK**

Monica A. Stefek
Signature

03/13/1956
Date of birth

1135957824
Voter registration number

Williamson
Voter county of registration

502 Sams St, Taylor, Tx 76574
Residence address

08/30/2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

DEED 2006112639
3 PGS

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## SPECIAL WARRANTY DEED

**Date:** December 12, 2006

**Grantor:** MICHAEL JOSEPH GORUBEC, a single person

**Grantor's Mailing Address:**

P. O. Box 55
Granger, Williamson County, Texas 76530

**Grantee:** MONICA ANN GORUBEC STEFEK, as her sole and separate property

**Grantee's Mailing Address:**

502 Sams
Taylor, Williamson County, Texas 76574

**Consideration:** For TEN AND 00/100 DOLLARS ($10.00), the distribution of the Estate of Mary Lee Gorubec, and other good and valuable consideration.

**Property:**

Being 10.17 acres of the Absalom Jett Survey, Abstract No. 343, in Williamson County, Texas; part of the 60 acres tract formerly owned by A. J. Hyzak, Sr.; and described in Volume 433, Page 590, Deed Records of Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto for all purposes; and being the same property described in a Deed dated February 4, 2002, from Marjorie Ann Meier, et al to Mary Lee Gorubec, recorded under Document No. 2002018329, Official Records, Williamson County, Texas.

**Reservations from and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights, whether or record or not; all presently recorded instruments, other than liens and conveyances, that affect the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and

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singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

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

Michael Joseph Gorubec
MICHAEL JOSEPH GORUBEC

STATE OF TEXAS *

COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 12th day of December, 2006, by MICHAEL JOSEPH GORUBEC.

Jennifer S. Goodenow
Notary Public, State of Texas

JENNIFER S. GOODENOW NOTARY PUBLIC STATE OF TEXAS EXPIRES OCT. 19, 2008

AFTER RECORDING RETURN TO:
J. PATRICK QUINN
P.O. BOX 1228
TAYLOR, TEXAS 76574

(3)
E

Unofficial Document

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR THE HEIRS OF A.J. HYZAK SR. Tract 3

BEING 10.17 acres of the Absalom Jett Survey, Abstract No. 343, in Williamson County, Texas; part of the 60 acre tract formerly owned by A.J. Hyzak Sr. and described in Vol. 433, Pg. 590, Deed Records of Williamson County, Texas. Surveyed on the ground in January of 2002, by William F. Forest, Jr., Registered Professional Land Surveyor No. 1847.

BEGINNING at an iron pin which was set for the Southwest corner of this tract, in the North line of County Road 366. An iron pin found at the Southwest fence corner of the said 60 acre Hyzak tract stands S 70 deg. 34 min. 46 sec. W 50.00 feet.

THENCE with the lower East line of a 10.18 acre Tract 1, N 19 deg. 37 min. 05 sec. W 1171.57 feet to an iron pin set.

THENCE N 70 deg. 33 min. 10 sec. E 551.66 feet to an iron pin set.

THENCE with the West line of a 10.17 acre Tract 4, S 19 deg. 26 min. 50 sec. E 260.00 feet to an iron pin set, and S 06 deg. 23 min. 48 sec. W 1012.92 feet to an iron pin set.

THENCE with the North line of County Road 366, S 70 deg. 34 min. 46 sec. W 106.61 feet to the POINT OF BEGINNING.

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

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon and is correct and that there are no significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements, utility lines or roads, except as shown on the attached plat, and that said property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 7th day of January, 2002, A.D. File:wp27:hyzak3

WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

STATE OF TEXAS
REGISTERED
WM. F. FOREST JR.
1847
LAND SURVEYOR

**EXHIBIT A**

Unofficial Document

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2006112639

Nancy E. Rister

12/27/2006 04:43 PM

SURRATT $24.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Unofficial Document

The Property

R019290



**EXHIBIT B**

**AFFIDAVIT OF MONICA A. STEFEK IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Monica A. Stefek, who under oath stated as follows:

1. My name is Monica A. Stefek. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: CR 366, Taylor, Texas 76574 (the "Property").

3. There is 1 owner of the Property: Monica A. Stefek. I own 100% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Monica A. Stefek

Monica A. Stefek

Sworn and subscribed to before me on this the 30 day of August, 2023.

David R. Johns

Notary Public in and for the State of Texas

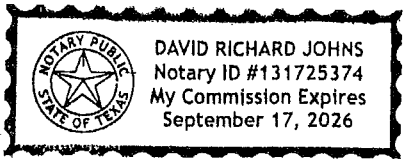

EXHIBIT
A-13

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Timothy B. Stevens and Marlene C. Stevens("Owners") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Timothy B. Stevens and Marlene C. Stevens own property within the City of Taylor's extraterritorial jurisdiction located at 1575 CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owners hereby Petition the City of Taylor to release of Owners' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owners' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Owners, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owners' collective value in the Property constitute more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owners filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owners, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owners have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owners' Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owners' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owners' Property—is released by operation of law.

**OWNER NAME: TIMOTHY B. STEVENS**

Timothy B. Stevens
Signature

12/05/1959
Date of birth

113668467 8
Voter registration number

WILLIAMSON
Voter county of registration

1308 QUICKSILVER ST.
Residence address

30 AUG 2023
Date of signing

**OWNER NAME: MARLENE C. STEVENS**

Marlene C. Stevens
Signature

10/02/1961
Date of birth

113673211 1
Voter registration number

WILLIAMSON
Voter county of registration

1308 QUICKSILVER ST.
ROUND ROCK TX 78665
Residence address

8/30/2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED 2021088551
Williamson County, Texas Total Pages: 8

14665-20-037102

# CORRECTION GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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

DATE: June 8, 2021, to be effective September 11, 2020

GRANTOR: Yupel, LLC, a Texas limited liability company and Jona Enterprises, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS: Yupel: 1387 CR 464, Thorndale, Texas 76577
Jona: 1702 Intervail Drive, Austin Texas 78746

GRANTEE: Timothy Brian Stevens a/k/a Timothy B. Stevens and spouse, Marlene Claire Stevens a/k/a Marlene Stevens

GRANTEE'S MAILING ADDRESS: 1308 Quicksilver St., Round Rock, Texas 78665

CONSIDERATION:

$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and a note in the principal amount of $210,000.00, and is executed by Grantee, payable to the order of Capital Farm Credit, FLCA. The note is secured by a vendor's lien retained in favor of Capital Farm Credit, FLCA in this deed and by a deed of trust from Grantee to Ben R. Novosad, Trustee.

PROPERTY (including any improvements):

See Exhibit "A" attached hereto and made a part hereof.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting

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the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2020 and subsequent years.

This conveyance is also made and accepted subject to Restrictions which Restrictions shall run with the property herein described and be binding on all parties having any right, title, or interest in such property, or any part thereof, their heirs, executors, administrators, successors, or assigns, and the restrictions shall inure to the benefit of the Grantor herein. The Restrictions are as follows: maximum of three (3) water meters allowed on tract as defined by Exhibit A.

---

This Correction Deed is made to correct a deed from Grantor to Grantee, dated September 11, 2020, and recorded in Document No. 2020110730, Official Public Records of Williamson County, Texas. By mistake that deed described in the Restrictions "The Restrictions are as follows: maximum of one (1) water meter per platted tract", when it should have stated "The Restrictions are as follows: maximum of three (3) water meters allowed on tract as defined by Exhibit A". This Correction Deed is made by Grantor and accepted by Grantee to correct that mistake, is effective on September 11, 2020, and in all other respects confirms the former deed. This Correction Deed does not supersede or replace the prior deed but is being executed for the sole and only purpose of correcting said mistake. The prior deed and this Correction Deed shall be construed together.

---

For Grantor and Grantor's heirs, successors, and assigns, forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property provided, however, that the Grantor shall not have the right of ingress and egress over or other rights to use the surface of the property for the purpose of mining, drilling, exploring or developing the oil, gas and other minerals. If the mineral estate is subject to existing production or an existing lease, the production, the lease, and the benefits from it are allocated in proportion to ownership in the mineral estates.

Grantor and Grantor's successors and assigns, hereby reserves all of Grantor's interest in the water (including, without limitation, underground water from any and all depths and geological formations, surface water, diffuse surface flow and runoff, and harvested rain water, and all of the water rights associated with the property, including any and all permits, licenses or other governmental authorizations related to such water) that are in and under the property and that may be produced from it; provided, however, that Grantor shall not have the right of ingress and egress over or other rights to use the surface of the property for the purpose of mining, drilling, exploring, or developing the water, and Grantee, and Grantee's successor and assigns may drill a water well for the sole use of the single residence located on this property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds



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Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Capital Farm Credit, FLCA, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of Capital Farm Credit, FLCA and are transferred to that party.

**GRANTEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS AS TO TITLE, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND**



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**AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY.**

Yupel, LLC, a Texas limited liability company

By:_____
Michael F. Herzog, Jr., Manager

**NOTICE:** This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of North American Title Company or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the seller, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 8th day of June 2021, 2020, by Michael F. Herzog, Jr., Manager of Yupel, LLC, a Texas limited liability company, on behalf of said company.

JENNIFER BRENNAN
Notary Public
State of Texas
ID # 130646960
Comm. Expires 05/03/2024

Notary Public, State of Texas



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Jona Enterprises, LLC, a Texas limited liability company

By: Kejda X Herzog
Kejda X. Herzog, Manager

**NOTICE:** This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of North American Title Company or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the seller, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on the 8 day of June, 2020, by Kejda X. Herzog, Manager of Jona Enterprises, LLC, a Texas limited liability company, on behalf of said company.

JENNIFER BRENNAN
Notary Public
State of Texas
ID # 130646960
Comm. Expires 05/03/2024

Notary Public, State of TEXAS

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AGREED TO AND ACCEPTED BY GRANTEE:

Timothy Brian Stevens

Marlene Claire Stevens

**NOTICE:** This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of North American Title Company or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the seller, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 8 day of June, 2020, by Timothy Brian Stevens and Marlene Claire Stevens.

JENNIFER BRENNAN
Notary Public
State of Texas
ID # 130646960
Comm. Expires 05/03/2024

Notary Public, State of Texas

Prepared by:
Hancock McGill & Bleau, LLLP
Attorneys at Law
File No. 14665-20-03702

After Recording Return To:

North American Title
1 Chisholm Trail, Suite 3100
Round Rock, TX 78681
512-255-6550

Dj14665-20-03702-sw

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# EXHIBIT A
# LEGAL DESCRIPTION

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the Pendleton Rector Survey, Abstract No. 540, being part of the residue of a called 57.570 Acre tract (Tract One) conveyed Jona Enterprises, LLC to Yupel, LLC by deed dated August 2, 2018, recorded in Document No. 2018070383 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit:

COMMENCING at a found 1" iron pipe on the east Right-of-Way line of County Road 406, at the northwest corner of a called 160.79 acre tract conveyed to HS Farms, LLC in Document No. 2013116573, at the southwest corner of a called 5.128 acre tract conveyed to Jorge Aviles in Document No. 2019051897;

THENCE N 07°58'11" E - 96.61 feet along the common line between the said east Right-of-Way line of County Road 406, and the said 5.128 acre tract and the said residue of the 57.570 acre tract respectively, to a found 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for the POINT OF BEGINNING and the southwest corner of this tract;

THENCE N 07°58'11" E - 32.19 feet continuing along the common line between the said east Right-of-Way line of County Road 406 and the said residue of the 57.570 acre tract to a found 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for the most southerly northwest corner of this tract;

THENCE entering the said residue of the 57.570 acre tract for division for the following courses and distances:
S 82°56'55" E - 1030.87 feet to a found 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for an interior ell corner of this tract;
N 07°09'23" E - 1330.16 feet to a found 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for an interior ell corner of this tract;
N 82°38'06" W - 463.32 feet to a found 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") on the common line between the said residue of the 57.570 acre tract and a called 1.976 acre tract conveyed to Glenda Roeglin, et vir in Document No. 2014026065, for the most northerly southwest corner of this tract;

THENCE along the common line between the said residue of the 57.570 acre tract and the said 1.976 acre tract for the following courses and distances:
N 07°21'54" E - 133.94 feet to an found 1" square rod for an interior ell corner of this tract;
N 01°10'20" E - 146.69 feet to an found 1" iron pipe on the south line of the Morgan Meadows Subdivision recorded in Cabinet M, Slide 242 of the Plat Records, at the northeast corner of the said 1.976 acre tract, for the common most northerly northwest corner of the said residue of the 57.570 acre tract and of this tract;

THENCE S 82°48'59" E - 853.02 feet along the common line between the said residue of the 57.570 acre tract and the said Morgan Meadows Subdivision to a to a found 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for the northeast corner of this tract;

THENCE re-entering the said residue of the 57.570 acre tract for division for the following courses and distances:
S 07°09'23" W - 856.31 feet to a set 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for the most northerly southeast corner of this tract;
N 82°48'43" W - 227.90 feet to a set 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for an interior ell corner of this tract;

THENCE S 06°57'46" W - 851.36 feet continuing within the said residue of the 57.570 acre tract, for division, and along the common line between the said 5.128 acre tract to a found 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for the southeast corner of this tract;

THENCE N 82°56'55" W - 1181.08 feet re-entering the said residue of the 57.570 acre tract, for division, to the POINT OF BEGINNING containing within these metes and bounds 13.820 Acres of land.

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**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2021088551**

Pages: 8 Fee: $45.25
06/15/2021 11:07 AM

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

The Property

R601166

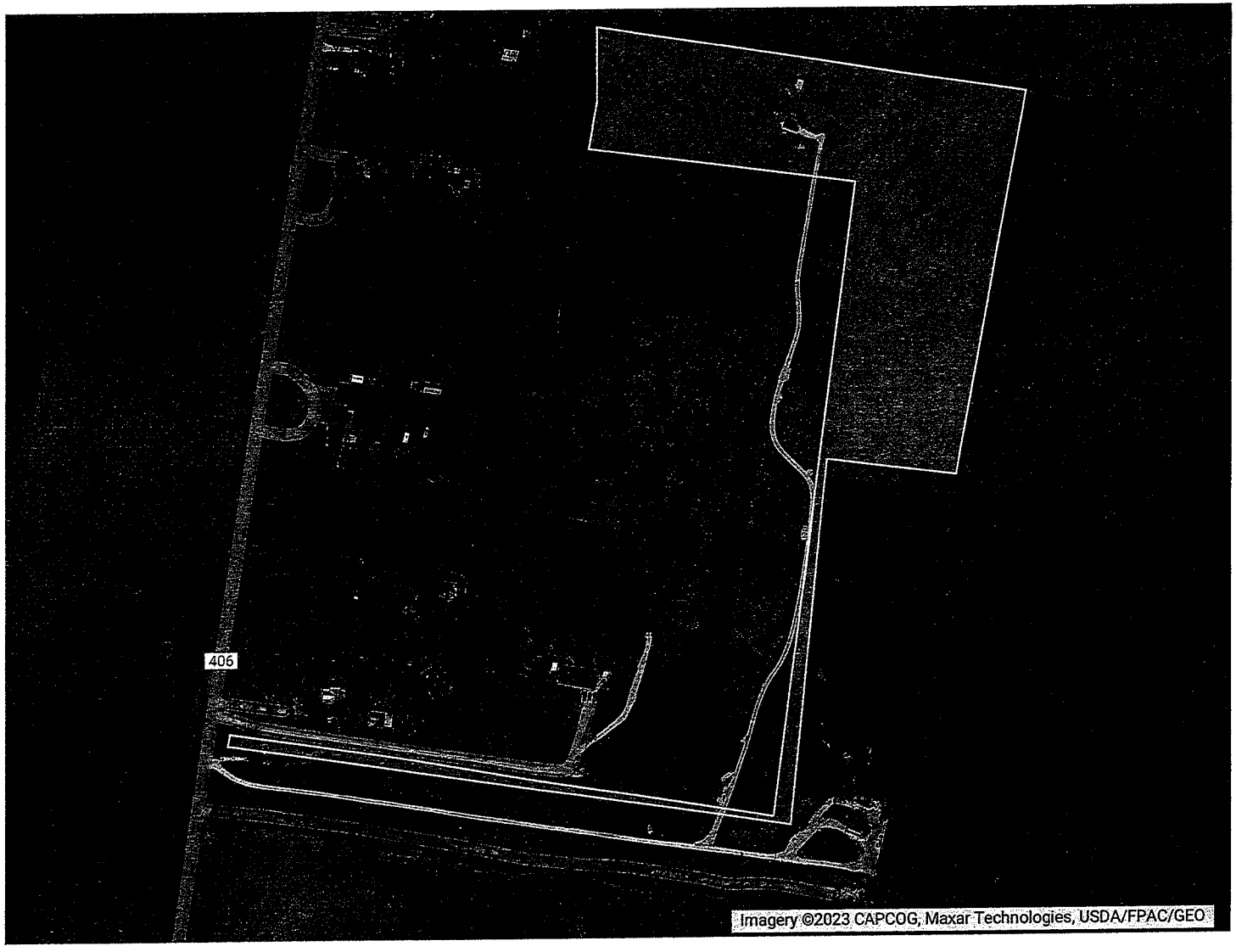

**EXHIBIT B**
**AFFIDAVIT OF TIMOTHY B. STEVENS IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Timothy B. Stevens, who under oath stated as follows:

1. My name is Timothy B. Stevens. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1575 CR 406, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: Timothy B. Stevens and Marlene C. Stevens. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Timothy B. Stevens

Sworn and subscribed to before me on this the 30 day of August, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

**AFFIDAVIT OF MARLENE C. STEVENS IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Marlene C. Stevens, who under oath stated as follows:

1. My name is Marlene C. Stevens. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1575 CR 406, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: Timothy B. Stevens and Marlene C. Stevens. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Marlene C. Stevens

Sworn and subscribed to before me on this the 30th day of August, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

EXHIBIT
A-14

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Laura Wills, Teodoro Reyes, and Kelli Reyes ("Residents") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Laura Wills owns property within the City of Taylor's extraterritorial jurisdiction located at 380 CR 367, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Residents hereby Petition the City of Taylor to release of Residents' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Residents' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Residents, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Residents constitute more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there were 3 registered voters residing on the Property: Laura Wills, Teodoro Reyes, and Kelli Reyes.

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Residents, the persons filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Residents, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Residents have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Residents' Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Residents' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Residents' Property—is released by operation of law.

**RESIDENT NAME: LAURA WILLS**

Laura Wills
Signature

10/30/1967
Date of birth

2142650892
Voter registration number

Williamson
Voter county of registration

380 CR 367, Taylor, Texas 76574
Residence address

8/30/2023
Date of signing

**RESIDENT NAME: TEODORO REYES**

Teodoro Reyes
Signature

11/6/1968
Date of birth

1136897198
Voter registration number

Williamson
Voter county of registration

380 CR 367, Taylor, Texas 76574
Residence address

8/30/2023
Date of signing

**RESIDENT NAME: KELLI REYES**

Signature

4/15/1991
Date of birth

2123983418
Voter registration number

Williamson
Voter county of registration

380 CR 367, Taylor, Texas 76574
Residence address

8/30/2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED
Williamson County Texas

**2014102466**

1405 1707

After Recording Return To:
**Laura Wills**
**380 COUNTY ROAD 367**
**Taylor, TEXAS 76574**

Loan No. R828892

# TEXAS GENERAL WARRANTY DEED
With Vendor's Lien

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

Effective Date: December 23, 2014

Grantor (whether one or more): Dianna L Huff

Grantee (whether one or more): Laura Wills, a single person

Grantee's Mailing Address: 380 COUNTY ROAD 367
Taylor, TEXAS 76574

Consideration:
Ten and no/100 Dollars ($10.00) and other good and valuable consideration, including a note of the same date in the principal amount of ONE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED THIRTY-EIGHT AND NO/100 Dollars ($165,938.00) (the "Note"), executed by the Grantee and payable to the order of American Southwest Mortgage Corp (the "Lender"). The Note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of the Lender, and by a deed of trust of the same date from the Grantee to Allan B. Polunsky, Trustee for the benefit of the Lender.

Property (including improvements):
That certain property located in WILLIAMSON County, Texas to-wit: SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES..

Reservations from Conveyance: The first and superior vendor's lien and superior title to secure payment of the Note.

Exceptions to Conveyance and Warranty:
Liens described as part of the Consideration and any other liens described in this deed as being either assumed or to which title is taken subject to; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, or matters apparent from these instruments, including reservations outstanding in parties other than Grantor, other than conveyances of the surface fee estate, that affect the Property; any discrepancies or conflicts in boundary lines; any encroachments or overlapping of improvements;and taxes for the current year and subsequent years, which Grantee assumes and agrees to pay, and subsequent assessments for the current year and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging; To Have and To Hold unto Grantee, and Grantee's successors and assigns, forever. Grantor, and Grantor's successors and assigns, shall warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The Lender, at Grantee's request, has paid in cash to Grantor the portion of the purchase price of the Property that is evidenced by the Note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of the Lender, and are transferred to the Lender without recourse against Grantor.

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



Unofficial Document

Executed to be effective as of the Effective Date.

Deanna L. Huff 12-23-14
Dianna L Huff Date

Date

**Acknowledgements**

*Individual*

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on 12/23/2014, by **Dianna L Huff.**

CHASATY RENAE HUCKABAY
Notary Public, State of Texas
My Commission Expires
MAY 11, 2016

(Seal)

Notary Public
Printed Name:

*Individual*

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on _____, by _____

(Seal)

Notary Public
Printed Name:

*Corporate/Partnership*

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on _____, by _____ of _____, on its behalf.

(Seal)

Notary Public
Printed Name:

*Attorney-In-Fact*

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on _____, by _____, attorney-in-fact on behalf of _____.

(Seal)

Notary Public
Printed Name:

Unofficial Document

# EXHIBIT A

STATE OF TEXAS
COUNTY OF WILLIAMSON

August 13, 1999

**0.918 ACRES**

These notes describe that certain tract of land situated in the **W.I. BAKER SURVEY, A-68**, located in Williamson County, Texas; subject tract being all of a called "0.918 Acre" tract conveyed in a warranty deed from Paul C. Mikulenkak, et ux, to Patricia Evans dated 10-25-93 and recorded in Document No. 9301647 of the Official Records of Williamson County, Texas; subject tract being more fully described as follows

**BEGINNING** at the northwest corner of subject tract in the south right-of-way line of Williamson County Road No. 367, same being for the northeast corner of a called "6.98 Acres" conveyed in a warranty deed from Al Fiedler, et ux, to Allan Lofler, et ux, dated 8-24-79 and recorded in volume 768, page 762 of the Official Records of Williamson County, Texas; found a ½" Iron Rod at same corner;

**THENCE North 71°00'28" East** with said south right-of-way line of Williamson County Road No. 367, a distance of 177.71 feet to the northeast corner of subject tract, same being for the northwest corner of a called "Tract 2 – 0.165 Acres" conveyed in an executors deed from Irene Rosenkranz, executrix, to Irene Rosenkranz dated 12-15-98 and recorded in Document No. 9876118 of the Official Records of Williamson County, Texas, found a ½" Iron Rod at same corner; found a ½" Iron Rod at a corner for the northeast corner of said "Tract 2 – 0.165 Acres" bearing North 69°50'05" East, a distance of 16.86 feet;

**THENCE South 19°02'63" East** with the common line of subject tract and said "Tract 2 – 0.165 Acres", along the western edge of a gravel roadway, a distance of 224.93 feet to the southeast corner of subject tract, same being for the northeast corner of a called "0.914 Acre" tract conveyed in a general warranty deed from William B. Jaques, et ux, to James T. Ajrola, et ux dated 10-20-95 and recorded in Document No. 9548160 of the Official Records of Williamson County, Texas; found a ½" Iron Rod at a cyclone fence corner at same,

**THENCE South 71°00'14" West** with the common line of subject tract and said "0.914 Acre" tract, generally along a cyclone fence, a distance of 177.90 feet to the southwest corner of subject tract, same being for the northwest corner of said "0.914 Acre" tract in the east line of aforementioned "6.98 Acre" tract, found a ½" Iron Rod at a cyclone fence corner at same,

**THENCE North 19°00'00" West** with the common line of subject tract and said "6.98 Acre" tract, a distance of 224.94 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 0.918 Acre of land.

**SURVEYOR'S NOTE:** Bearings shown hereon adopted to those of the "0.918 Acre" west line; attention is invited to accompanying plat for location of improvements, roadways and utilities.

Bruce Lane Bryan
Registered Professional Land Surveyor No. 4249

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

RETURN TO
*Longhorn Title Co, Inc*

Unofficial Document

2014102466
Electronically Recorded
OFFICIAL PUBLIC RECORDS
Nancy E. Rister
Nancy E. Rister, County Clerk
12/29/2014 8:17 AM
Pages: 3 Fee: $ 29.00
Williamson County Texas

The Property

R018650



**EXHIBIT B**
**AFFIDAVIT OF LAURA WILLS IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Laura Wills, who under oath stated as follows:

1. My name is Laura Wills. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 380 CR 367, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 3 registered voters residing on the Property: Laura Wills, Teodoro Reyes, and Kelli Reyes.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Laura Wills
Laura Wills

Sworn and subscribed to before me on this the 30 day of August, 2023.

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

Notary Public in and for the State of Texas

**AFFIDAVIT OF TEODORO REYES IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Teodoro Reyes, who under oath stated as follows:

1. My name is Teodoro Reyes. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. Laura Wills is the owner of property in the City of Taylor's extraterritorial jurisdiction on which I reside. The property is located at the following address: 380 CR 367, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 3 registered voters residing on the Property: Laura Wills, Teodoro Reyes, and Kelli Reyes.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Teodoro Reyes

Sworn and subscribed to before me on this the 30 day of August, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

**AFFIDAVIT OF KELLI REYES IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Kelli Reyes, who under oath stated as follows:

1. My name is Kelli Reyes. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. Laura Wills is the owner of property in the City of Taylor's extraterritorial jurisdiction on which I reside. The property is located at the following address: 380 CR 367, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 3 registered voters residing on the Property: Laura Wills, Teodoro Reyes, and Kelli Reyes.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Kelli Reyes

Sworn and subscribed to before me on this the 30 day of August, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

EXHIBIT
A-15

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 8, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

SEP 21 2023

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Patricia C. Trevino and Isaac Trevino Jr. ("Residents") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Patricia C. Trevino owns property within the City of Taylor's extraterritorial jurisdiction located at 1501 CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Residents hereby Petition the City of Taylor to release of Residents' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Residents' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Residents, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Residents constitute more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there were 2 registered voters residing on the Property: Patricia C. Trevino and Isaac Trevino Jr..

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Residents, the persons filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Residents, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Residents have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Residents' Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Residents' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Residents' Property—is released by operation of law.

**RESIDENT NAME: PATRICIA C. TREVINO**

Signature

12-27-1966

Date of birth

1069594603

Voter registration number

Williamson

Voter county of registration

1501 County Rd 406., Taylor, Tx 76574

Residence address

9-8-2023

Date of signing

**RESIDENT NAME: ISAAC TREVINO JR.**

Signature

2-5-1965

Date of birth

1071182139

Voter registration number

Williamson

Voter county of registration

1501 County Road 406
Taylor, Tx 76574

Residence address

9-8-2023

Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

5

ELECTRONICALLY RECORDED 2019032190
Williamson County, Texas Total Pages: 7

# GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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

DATE: April 16, 2019

GRANTOR: Yupel, LLC, a Texas limited liability company and Jona Enterprises, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS: Yupel: 1387 CR 464, Thorndale, Texas 76577
Jona: 1702 Intervail Drive, Austin, Texas 78746

GRANTEE: Patricia C. Trevino, a married woman

GRANTEE'S MAILING ADDRESS: 13101 E Loop 1604 N, Apt. 4207, Live Oak, Tx 78233

CONSIDERATION:

$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and a note of even date that is in the principal amount of $273,946.00, and is executed by Grantee, payable to the order of AMCAP Mortgage, Ltd. The note is secured by a vendor's lien retained in favor of AMCAP Mortgage, Ltd. in this deed and by a deed of trust of even date from Grantee to Michael L. Riddle, Trustee.

PROPERTY (including any improvements):

See Exhibit "A" attached hereto and made a part hereof.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2019 and subsequent years.

This conveyance is also made and accepted subject to Restrictions which Restrictions shall run with the property herein described and be binding on all parties having any right, title, or interest



14665 19 02856

Unofficial Document

in such property, or any part thereof, their heirs, executors, administrators, successors, or assigns, and the restrictions shall inure to the benefit of the Grantor herein. The Restrictions are as follows: maximum of one (1) water meter per platted tract.

For Grantor and Grantor's heirs, successors, and assigns, forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property provided, however, that the Grantor shall not have the right of ingress and egress over or other rights to use the surface of the property for the purpose of mining, drilling, exploring or developing the oil, gas and other minerals. If the mineral estate is subject to existing production or an existing lease, the production, the lease, and the benefits from it are allocated in proportion to ownership in the mineral estates.

Grantor and Grantor's successors and assigns, hereby reserves all of Grantor's interest in the water (including, without limitation, underground water from any and all depths and geological formations, surface water, diffuse surface flow and runoff, and harvested rain water, and all of the water rights associated with the property, including any and all permits, licenses or other governmental authorizations related to such water) that are in and under the property and that may be produced from it; provided, however, that Grantor shall not have the right of ingress and egress over or other rights to use the surface of the property for the purpose of mining, drilling, exploring, or developing the water.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

AMCAP Mortgage, Ltd., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of AMCAP Mortgage, Ltd. and are transferred to that party.

**GRANTEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS AS TO TITLE, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER,**



Unofficial Document

**WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY.**

Yupel, LLC, a Texas limited liability company

By:_____
Michael F. Herzog, Jr., Manager

Unofficial Document

Jona Enterprises, LLC, a Texas limited liability company

By: Kejda X Herzog
Kejda X. Herzog, Manager

AGREED TO AND ACCEPTED BY GRANTEE:

Patricia C. Trevino

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 16 day of April, 2019, by Michael F. Herzog, Jr., Manager of Yupel, LLC, a Texas limited liability company, on behalf of said company.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 226054-6
Comm. Expires 04/08/2023

Notary Public, State of Texas

STATE OF Texas
COUNTY OF Travis

This instrument was acknowledged before me on the 16 day of April, 2019, by Kejda X. Herzog, Manager of Jona Enterprises, LLC, a Texas limited liability company, on behalf of said company.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 226054-6
Comm. Expires 04/08/2023

Notary Public, State of Texas

Unofficial Document

STATE OF Texas
COUNTY OF Bastrop

This instrument was acknowledged before me on the 16 day of April, 2019, by Patricia C. Trevino.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 226054-6
Comm. Expires 04/08/2023

Notary Public, State of Texas

Prepared by:
Hancock McGill & Bleau, LLP
Attorneys at Law
File No. 14665-19-02856

After Recording Return To:

_____

_____

_____

Da2856-fw

Unofficial Document

## NORTH AMERICAN TITLE COMPANY

## EXHIBIT "A" - PROPERTY DESCRIPTION

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the Pendleton Rector Survey, Abstract No.540, being part of a Called 57.570 Acre tract (Tract One) conveyed Jona Enterprises, LLC to Yupel, LLC by deed dated August 2, 2018, recorded in Document # 2018070383 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit:

COMMENCING at a found 1" iron pipe on the east Right-of-Way line of County Road 406, at the northwest corner of a called 160.79 Acre tract conveyed to HS Farms, LLC in Doc. #2013116573, at the southwest corner of the said 57.570. Acre tract;

THENCE N 07°58'11" E 193.17' along the common line between the said east Right-of-Way line of County Road 406 and the said 57.570 Acre tract to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" for the POINT OF BEGINNING and the southwest corner of this tract;

THENCE N 07°58'11" E 32.19' continuing along the common line between the said east Right-of-way line of County Road 406 and the said 57.570 Acre tract to a found 5/8" iron rod at the southwest corner of the residue of a called 19.66 Acre tract conveyed to Johnnie L. Machu in Volume 535, Page 569 for the common most southerly northwest corner of the said 57.570 Acre tract and of this tract;

THENCE along the common line between the said residue of the 19.66 Acre tract and the said 57.570 Acre tract for the following courses and distances:
S 82°56'25" E 580.80' to a found 1/2" iron rod with red cap marked "Triad RPLS 5952" at the southeast corner of the said residue of the 19.66 Acre tract, for a common interior ell corner of the said 57.570 Acre tract and of this tract;
N 07°26'39" E 356.59' to a found 1/2" iron rod at the northeast corner of the said residue of the 19.66 Acre tract, for a common interior ell corner of the said 57.570 Acre tract and of this tract;
N 79°53'54" W 19.63' to a found 1/2" iron rod with red cap marked "Triad RPLS 5952" at the southeast corner of a called 5.000 Acre tract conveyed to Ann M. Cooper in Document #2014057798, for a common exterior ell corner of the said 57.570 Acre tract and of this tract;

THENCE N 07°21'54" E 278.63' along the common line between the said 5.000 Acre tract and the said 57.570 Acre tract to a set 1/2" iron rod with red cap marked "Triad RPLS 5952", for the most northerly northwest corner of this tract;

THENCE entering the said 57.570 Acre tract for division for the following courses and distances:
S 82°38'06" E 315.50' to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" for the northeast corner of this tract;
S 07°09'23" W 666.62' to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" for the southeast corner of this tract;
N 82°56'55" W 879.96' to the POINT OF BEGINNING, containing within these metes and bounds 5.109 Acres of land, more or less.

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**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2019032190**

Pages: 7 Fee: $41.00
04/17/2019 03:53 PM

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

The Property

R579406



**EXHIBIT B**
**AFFIDAVIT OF PATRICIA C. TREVINO IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Patricia C. Trevino, who under oath stated as follows:

1. My name is Patricia C. Trevino. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1501 CR 406, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: Patricia C. Trevino and Isaac Trevino Jr.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Patricia C. Trevino

Sworn and subscribed to before me on this the 8 day of September, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

**AFFIDAVIT OF ISAAC TREVINO JR. IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Isaac Trevino Jr., who under oath stated as follows:

1. My name is Isaac Trevino Jr.. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. Patricia Trevino is the owner of the property in the City of Taylor's extraterritorial jurisdiction in which I reside. The property is located at the following address: 1501 CR 406, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: Patricia C. Trevino and Isaac Trevino Jr.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Isaac Trevino Jr.

Sworn and subscribed to before me on this the 14 day of September, 2023.

A HERNANDEZ
Notary Public, State of Texas
My Comm. Exp. 03-09-2027
ID No. 13014741-0

Notary Public in and for the State of Texas

EXHIBIT
A-16

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 8, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Glenda Roeglin and Leonard Roeglin ("Owners") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Glenda Roeglin and Leonard Roeglin own property within the City of Taylor's extraterritorial jurisdiction located at 1151 CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owners hereby Petition the City of Taylor to release of Owners' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owners' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Owners, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owners' collective value in the Property constitute more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owners filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owners, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owners have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owners' Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owners' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owners' Property—is released by operation of law.

**OWNER NAME: GLENDA ROEGLIN**

Glenda Roeglin
Signature

7-2-1949
Date of birth

1136000438
Voter registration number

Williamson
Voter county of registration

1151 CR 406, Taylor, TX, 76574
Residence address

9-8-2023
Date of signing

**OWNER NAME: LEONARD ROEGLIN**

Leonard Roeglin
Signature

11-2-1956
Date of birth

11587841561
Voter registration number

Williamson
Voter county of registration

1151 CR 406
Residence address

9-8-2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

DEED 2014026065
6 PGS

14050773

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

*THE LESLIE GLAESER AND JUANITA F. GLAESER REVOCABLE LIVING TRUST* **TO** *GLENDA ROEGLIN, ET VIR*

**WARRANTY DEED**
**WITH VENDOR'S LIEN**

STATE OF TEXAS, §
§
COUNTY OF WILLIAMSON. §

THE LESLIE GLAESER AND JUANITA F. GLAESER REVOCABLE LIVING TRUST, acting by through its duly authorized First Successor Trustee, Jerry D. Glaeser, hereinafter called Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable consideration cash to it paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, expressed or implied, is retained; and for further consideration of the sum of SEVENTY THOUSAND AND NO/100 DOLLARS ($70,000.00), as evidenced by one certain promissory purchase money note of even date herewith, executed by the Grantees herein, payable to the order of CITY NATIONAL BANK OF TAYLOR, TEXAS, a National Banking Corporation, bearing interest as therein provided, being secured by

Unofficial Document

the vendor's lien retained herein and additionally secured by a Deed of Trust lien, with power of sale, of even date herewith, to Andrew D. Littlejohn, Trustee;

Has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto GLENDA ROEGLIN and husband, LEONARD ROEGLIN of 1151 C.R. 406 in Taylor, Williamson County, Texas 76574, herein called Grantees, the following described real property, to-wit:

> All that certain 3.976 acre tract of land out of the PENDLETON RECTOR SURVEY, Abstract No. 540 in Williamson County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes ("Property" or "Premises").

TO HAVE AND TO HOLD the above described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantees, their heirs, executors, administrators, successors and assigns and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Premises unto Grantee, their heirs, executors, administrators, successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject, however, to any discrepancies, conflicts, or shortages in area or boundary lines; or any encroachments or protrusions, or overlapping of improvements; Right of Way Easement dated March 18, 1937, executed by Mrs. Tom McLaughlin to Texas

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Power & Light Company, as shown of record in Volume 285, Page 586, Deed Records, Williamson County, Texas; lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated June 12, 1965, by and between C. C. Schwarz and wife, Blanch Schwarz, as Lessor and L. W. Prokop and W. S. Schoverling, as Lessee, recorded on October 4, 1965, in Volume 481, Page 509, Deed Records, Williamson County, Texas; Easement dated August 12, 1966, executed by Johnnie D. Machu and Dolores Machu to Texas Power & Light Company, as shown of record in Volume 491, Page 191, Deed Records, Williamson County, Texas; Right of Way Easement dated October 25, 1971, executed by Eugene F. Kokes and wife, Mary Kokes to Manville Water Supply Corporation, as shown of record in Volume 581, Page 750, Deed Records, Williamson County, Texas; Easement and Right of Way dated March 31, 1978, executed by Eugene F. Kokes to Texas Power & Light Company, as shown of record in Volume 711, Page 795, Deed Records, Williamson County, Texas; Easement dated December 15, 1977, executed by Johnnie D. Machu and Dolores Machu to Manville Water Supply Corp., as shown of record in Volume 774, Page 929, Deed Records, Williamson County, Texas; any portion of the Property which lies within the boundaries of a road or roadway; all leases, grants, exceptions or reservations of coal, lignite, oil, gas or other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records; all visible and apparent easements and all underground easements,

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the existence of which may arise by unrecorded grant or by use; rights of parties in possession, taxes for 2014, the payment of which Grantees assume, the same having been prorated to the delivery of this Deed; and subsequent assessments for that and prior years due to change in and usage, ownership, or both, the payment of which Grantees assume.

BUT IT IS EXPRESSLY agreed and stipulated that the vendor's lien as well as superior title is retained against the above described Property until the indebtedness above mentioned and described as evidenced by the hereinbefore described note, principal and interest, is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute. And, Grantor herein, for value received as aforesaid, HAS TRANSFERRED AND ASSIGNED, and by these presents does TRANSFER AND ASSIGN, without recourse on them in any event, unto CITY NATIONAL BANK OF TAYLOR, TEXAS, a National Banking Corporation, the vendor's lien herein retained, together with all rights, equities and superior title thereto securing the payment of said note aforesaid.

DATED this the 10th day of April, 2014.

THE LESLIE GLAESER AND JUANITA F. GLAESER REVOCABLE LIVING TRUST

By: Jerry D. Glaeser
Its: First Successor Trustee

Unofficial Document

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned authority, on this day personally appeared Jerry D. Glaeser, First Successor Trustee of The Leslie Glaeser and Juanita F. Glaeser Revocable Living Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of April, 2014.

JAMIE KAATZ
MY COMMISSION EXPIRES
July 31, 2014

Notary Public in and for
The State of Texas

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# EXHIBIT A

BEING a 3.976 acre tract or parcel of land out of and being a part of the P. Rector Survey, Abstract No. 540, in Williamson County, Texas and being part of that certain 15.000 acre tract described in a deed from Johnnie D. Machu and wife, Delores A. Machu, to Eugene P. Kokes and wife, Mary Kokes, dated May 12, 1971, recorded in Volume 535, Page 567, Williamson County Deed Records. Herein described 3.976 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found at a fence corner in the east line of a county road, the north line of the before mentioned P. Rector Survey, the northwest corner of the before mentioned 15.000 acre tract, for the northwest corner of this tract;

THENCE with the north line of the said 15.000 acre tract the north line of the before mentioned P. Rector Survey, S 80° 21' 10" E, 544.97 feet to an iron pipe found at a fence corner, the northeast corner of the said 15.000 acre tract, for the northeast corner of this tract.

THENCE with the east line of the said 15.000 acre tract, S 3° 38' 50" W, 147.39 feet to an iron rod found; S 10° 06' 29" W, 165.88 feet to an iron rod set for the southeast corner of this tract, from which an iron pipe found at a fence corner, the southeast corner of the said 15.000 acre tract bears, S 10° 06' 29" W, 848.37 feet.

THENCE N 80° 00' 00" W., 560.96 feet to an iron rod set in the east line of the before mentioned county road, the west line of the said 15.000 acre tract, for the southwest corner of this tract;

THENCE with the east line of the said county road, the west line of the 15.000 acre tract, N 10° 00' 00" E, 309.00 feet to the point of beginning, containing 3.976 acres of land.

TOGETHER with all right, title and interest, if any, of Grantors in and to any streets and roads abutting said premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of Grantors in and to said premises,

RETURN TO
*Longhorn Title Co., Inc.*

(5)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2014026065

Nancy E. Rister

04/14/2014 12:13 PM
CPHELPS $41.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

The Property

R019650



**EXHIBIT B**
**AFFIDAVIT OF GLENDA ROEGLIN IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Glenda Roeglin, who under oath stated as follows:

1. My name is Glenda Roeglin. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1151 CR 406, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: Glenda Roeglin and Leonard Roeglin. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Glenda Roeglin

Glenda Roeglin

Sworn and subscribed to before me on this the 8 day of September, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

# AFFIDAVIT OF LEONARD ROEGLIN IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION

Before me, the undersigned authority, on this day personally appeared, Leonard Roeglin, who under oath stated as follows:

1. My name is Leonard Roeglin. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1151 CR 406, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: Glenda Roeglin and Leonard Roeglin. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Leonard Roeglin

Sworn and subscribed to before me on this the 8 day of September, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

EXHIBIT
A-17

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 8, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

*Via email: ted@hejllawfirm.com*

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Richard G. Ontiveros ("Resident") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Richard G. Ontiveros owns property within the City of Taylor's extraterritorial jurisdiction located at 1115 CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Resident hereby Petitions the City of Taylor to release of Resident's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Resident's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Resident, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Resident constitutes more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there was 1 registered voter residing on the Property: Richard G. Ontiveros.

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Resident, the person filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Resident, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Resident has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Resident's Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Resident's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Resident's Property—is released by operation of law.

COBB & JOHNS

RESIDENT NAME: RICHARD G. ONTIVEROS

Signature

11/12/1956
Date of birth

1136596840
Voter registration number

Williamson
Voter county of registration

1115 CR 406, Taylor, TX 76574
Residence address

9/8/2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

DEED 2007004750
2 PGS

RETURN TO:
ALAMO TITLE COMPANY
810 HESTER'S CROSSING, SUITE #155
ROUND ROCK, TEXAS 78681
GF# 06-7111051-20

# GENERAL WARRANTY DEED

## NOTICE OF CONFIDENTIALITY RIGHTS

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** January 18, 2007

**Grantor:** Philip C. Davis, Jr. and Mishre A. Davis

**Grantor's Mailing Address:** 1280 Carrizo St. Los Lunas NM 87031

**Grantee:** Richard Ontiveros and Connie Paredez

**Grantee's Mailing Address:** 1115 C.R. 406, Taylor, TX 76574

**Consideration:**

(1) Cash and other good and valuable consideration.

**Property (including any improvements):**

Lot 1, MORGAN MEADOWS, a subdivision in Williamson County, Texas, according to the map or plat of the subdivision recorded in Cabinet M, Slide 242 of the plat records of Williamson County, Texas.

**Exceptions To Conveyance:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; all zoning laws, regulations and ordinances of municipal and other governmental authorities affecting the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

**Warranty Of Title:**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee, Grantee's heirs, executors, administrators, successors and assigns against every

Unofficial Document

person lawfully claiming or who may lawfully claim the property or any part of or interest in the property, except as to the reservations from and exceptions to conveyance and warranty.

Philip C. Davis, Jr.

Mishre A. Davis

State of Texas

County of Williamson

This instrument was acknowledged before me on the 18 day of January, 2007, by Philip C. Davis, Jr..

Notary Public, State of Texas

ANN B. TOWNSEND NOTARY PUBLIC STATE OF TEXAS EXPIRES MAY 8, 2008

State of Texas

County of Williamson

This instrument was acknowledged before me on the 18 day of January, 2007, by Mishre A. Davis.

Notary Public, State of Texas

ANN B. TOWNSEND NOTARY PUBLIC STATE OF TEXAS EXPIRES MAY 8, 2008

Prepared By:
Hancock & McGill, L.L.P.
Attorneys at Law
File No: 07-81286clc

AFTER RECORDING RETURN TO:

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2007004750
Nancy E. Rister
01/19/2007 03:28 PM
SURRATT $20.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



Unofficial Document

# PLAT MAP RECORDING SHEET

**INSTRUMENT #--**

**DEDICATOR--** John F. Susan

Doc# 9602852
# Pages: 2
Date : 01-19-1996
Time : 08:29:21 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. $ 81.00

**SUBDIVISION NAME--** Morgan Meadows

**MAP RECORDED IN CABINET** M, **SLIDES** 242 & 243

**PROPERTY FORMERLY KNOWN AS:** 12.0 acre subdivision in the Thomas B. Lee Survey, A 403 Volume 2732, pg. 26

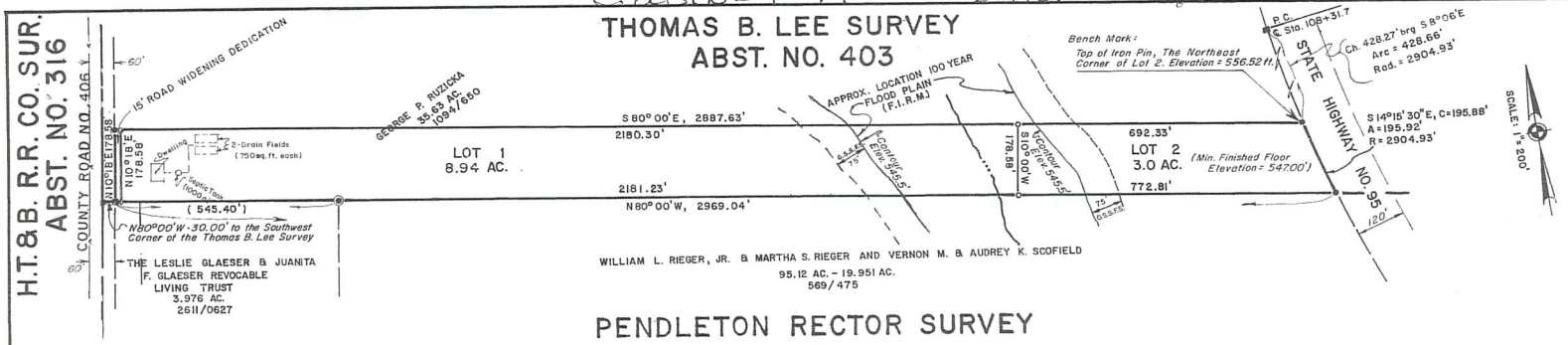
**HAND TO:** R. T. Magness, Jr. from Steger & Bizell

**INSTRUMENT DATE:** January 9, 1996

**FILE DATE:** January 19, 1996

Unofficial Document

Cabinet M Slide 242 Doc.# 9602852




Doc# 9602852
# Pages: 2
Date : 01-19-1996
Time : 08:29:21 A.M.
Filed & Recorded in Official Records of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. $ 81.00

## PENDLETON RECTOR SURVEY
## ABST. NO. 540

### PERIMETER FIELD NOTES

BEING a 12.00 acre tract of land situated in the Thomas B. Lee Survey, Abstract No. 403, Williamson County, Texas, and being that certain tract of land conveyed by deed to John F. Susan as recorded in Volume 2732, Page 26, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of April, 1995, under the supervision of R. T. Magness, Jr., Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found in the west line of State Highway No. 95, marking the Southeast corner of the said 12.00 acre Susan tract, for the Southeast corner hereof, said corner being in or near the common line between the said Thomas B. Lee Survey, and the Pendleton Rector Survey, Abstract No. 504 and also being the Southeast corner of that certain 35.63 acre tract of land conveyed by deed to George P. Ruzicka as recorded in Volume 1094, Page 650 of the Official Records of Williamson County, Texas;

THENCE, N 80° 00' W, with the south line of the said 12.00 acre Susan tract, on or near the said south line of the Thomas B. Lee Survey, at 2423.64 feet pass a 1-1/2" iron pipe found, marking the Northeast corner of that certain 3.976 acre tract of land described in a deed to the Leslie Glaeser and Juanita F. Glaeser Revocable Living Trust as recorded in Volume 2611, Page 0627, of the Official Records of Williamson County, Texas, continuing a total distance of 2969.04 feet to a concrete monument found in the east line of County Road No. 406, marking the Southwest corner hereof;

THENCE, N 10° 18' E, 178.58 feet with the said east line of County Road No. 406, to an iron pin found for the Northwest corner hereof;

THENCE, S 80° 00' E, 2887.63 feet to an iron pin found in the said west line of State Highway No. 95, for the Northeast corner hereof;

THENCE, with the said west line of State Highway No. 95 around a curve to the left, having a chord of 195.88 feet bearing S 14° 15' 30" E, a radius of 2904.93 feet, and an arc distance of 195.92 feet to the Place of BEGINNING and containing 12.00 acres of land.

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

I, R. T. Magness, Jr., Registered Professional Land Surveyor, in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the perimeter field notes hereon have a mathematical closure in compliance with standards as set out in the "Manual of Practice" of the Texas Society of Professional Surveyors, to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this the 15th day of January, 1996 A. D.

R. T. Magness, Jr.
Registered Professional Land Surveyor, No. 1433
State of Texas

STATE OF TEXAS REGISTERED R.T. MAGNESS, JR. 1433 PROFESSIONAL LAND SURVEYOR

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

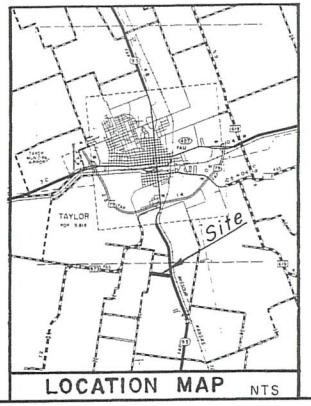
I, R. T. Magness, Jr., Registered Professional Engineer, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone. A portion of this subdivision is encroached by Special Flood Hazard Areas inundated by 100-Year Flood as identified by the U.S. Federal Emergency Management Agency Boundary map (Flood Insurance Rate Map), Community-Panel Numbers and 48491C0375, effective date September 27, 1991.

The engineering work for the roads and drainage (including driveway drain pipes) within the subdivision have been completed in compliance with the Williamson County Subdivision Regulations (including the Engineering Guidelines incorporated as Appendix B) and all generally accepted engineering standards.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of December, 1995 A.D.

R. T. Magness, Jr.
Professional Engineer, No. 16438
State of Texas

STATE OF TEXAS R. T. MAGNESS, JR. 16438 REGISTERED PROFESSIONAL ENGINEER



LOCATION MAP NTS

### GENERAL NOTES:

1. Total Acres: 12.00
2. Number of lots: 2
3. Number of blocks: 1
4. Area of smallest lot: 3.00 acres
5. Proposed use: Single Family Residential (Lot 1) and Commercial (Lot 2)
6. In order to promote drainage away from a structure, the slab elevation should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of a least 10 feet.
7. Each lot will be served by an on-site wastewater system. Water will be provided by Manville Water Supply Corporation.
8. This tract is not located in the Edwards Aquifer Recharge Zone.
9. No structure or land on this plat shall hereafter be located or altered without first submitting a CERTIFICATE OF COMPLIANCE Application Form to the Williamson County Flood Plain Administrator.
10. All dwellings, trailers, or mobile homes placed on subdivision lots or ranchettes must be connected to septic tanks or disposal facilities meeting the specifications and conditions of the state Department of Health and the private sewage facility regulations applicable to Williamson County as of the date of applications.
11. Maintenance of drainage easements shall be the responsibility of the property owner.
12. Prior to grading, any type of earth moving, construction of, on or under the land in this subdivision, a drainage plan designed by a registered professional engineer shall be submitted for the proposed development, and modifications thereof to the Commissioner's Court of Williamson County for a review and approval.
13. All driveway pipes to be minimum 18" CMP or dip driveway.
14. The developer, builder, seller, or agent shall inform, in writing, each prospective buyer of subdivision lots or property located within flood hazard areas that such property is in an identified flood hazard area and that a Flood Plain Development Permit will be required before a structure can be placed on the property. The written notice shall be filed for record in the Deed Records of Williamson County. A copy of this written notice shall be provided when application is made for development permits.
15. Prior to any channel alterations, bridge construction, fill, dredging, grading, channel improvement, storage of materials or any other change of the 100 year flood plain located within this plat an application for Flood Plain Development Permit with a description of the extent to which the watercourse or natural drainage will be altered or relocated as a result of the proposed development must be submitted to and approved by the Williamson county flood Plain Administrator. All specifications and details necessary for complete review must be provided.
16. Prior to any channel alteration or bridge construction which will change existing flood patterns or elevations, a letter of map amendment must be submitted to and approved by the Federal Emergency Management Agency.
17. Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for construction, improvement or maintenance.
18. No development shall begin on Lot 2 prior to issuance of a flood plain development permit by the Williamson County Flood Plain Administrator.

R. T. Magness, Jr.

# MORGAN MEADOWS
# A 12.0 ACRE SUBDIVISION IN THE THOMAS B. LEE SURVEY A-403 WILLIAMSON COUNTY, TEXAS


Steger & Bizzell Engineering, Inc.
Consulting Engineers Surveyors
1978 South Austin Avenue
Post Office Box 858
Georgetown, Texas 78627
Telephone: Facsimile:
Georgetown: (512)863-4521 (512)863-4523
Austin Area: (512)255-2582 (512)255-2632


Date: DECEMBER, 1995 Job No. 17415

Cabinet M Slide 243

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

That I, John F. Susan, sole owner of the certain tract of land shown hereon and described in a deed recorded in Vol. 2732, Pg. 26, of the Official Records of Williamson County, Texas, do hereby join, approve, and consent to all dedications and plat note requirements shown hereon. I do hereby approve the recordation of this subdivision plat and dedicate to the public use forever any easements and roads that are shown hereon. This subdivision is to be known as MORGAN MEADOWS.

Owner's Signature

John F. Susan
814 Sahara
Austin, Texas 78745

Before me, the undersigned authority, on this day personally appeared John F. Susan known by me to be the person whose name is subscribed to the foregoing instrument. It has been acknowledged to me that he/she executed the foregoing instrument as the owner of the property described hereon.

1/9/96

Notary Public in and for the State of Texas
Signature and Date

DEBRA J. VILLARREAL
My Commission Expires
January 17, 2000

Printed Name of Notary and Notary Stamp

Date Notary Commission Expires

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

That I, George P. Ruzicka, the lien holder of the certain tract of land shown hereon and described in a Deed of Trust recorded in Vol. 2732, Pg. 30, of the Official Records of Williamson County, Texas, do hereby join, approve, and consent to all dedications and plat note requirements shown hereon. I do hereby approve the recordation of this subdivision plat and dedicate to the public use forever any easements and roads that are shown hereon. This subdivision is to be known as MORGAN MEADOWS.

Lienholder's Signature

George P. Ruzicka
606 S. Main
Taylor, Texas 76574

Before me, the undersigned authority, on this day personally appeared George P. Ruzicka known by me to be the person whose name is subscribed to the foregoing instrument. It has been acknowledge to me that he/she executed the foregoing instrument as the legal representative of the lienholder of the property described hereon.

Notary Public in and for the State of Texas
Signature and Date

CYNTHIA GENSLER
Notary Public, State of Texas
My Commission Expires
AUG. 28, 1999

Printed Name of Notary and Notary Stamp

Date of Notary Commission Expires

COMMISSIONERS' COURT APPROVAL

In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas. Said Commissioners' Court assumes no obligation to build or maintain any of the streets, roads or other public thoroughfares shown on this plat or of constructing any of the bridges or culverts in connection therewith. It is further understood that upon completion of the aforesaid obligations of the developer and either 60% occupancy of the lots along the roadways and streets in the subdivision has been achieved or the expiration of 2 years from the date of completion, and all driveway drainpipes have been installed, on written permission from County Commissioners' Court, the County will assume full responsibility for maintenance of said streets and roads. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development.

It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.

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

I, John C. Doerfler, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, that a subdivision having been fully presented to the Commissioners' Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

John C. Doerfler, County Judge
Williamson County, Texas

1-9-96
Date

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County, the Williamson County Flood Plain Regulations and Williamson County Private Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County Health Department and Williamson County disclaims any responsibility to any member of the public for independent verification of the representation, factual or otherwise, contained in this plat and the documents associated with it.

Paulo Pinto RS
Paulo Pinto
Director of Environmental Services

1/16/96
Date

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

I, Elaine Bizzell, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the 15 day of January, 1996 A.D., at 10:07 o'clock, A.M., and duly recorded this the 19 day of January, 1996 A.D., at 9:39 o'clock, A.M., in the Plat Records of said County in Cabinet M, Slide 243-244.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Elaine Bizzell, Clerk County Court
of Williamson County, Texas.

By: Linda [illegible] Deputy

COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

MORGAN MEADOWS
A 12.0 ACRE SUBDIVISION IN THE
THOMAS B. LEE SURVEY A-403
WILLIAMSON COUNTY, TEXAS


Steger & Bizzell Engineering, Inc.
Consulting Engineers
Surveyors
1978 South Austin Avenue
Post Office Box 858
Georgetown, Texas 78627
Telephone: Georgetown: (512)863-4521 Austin Area: (512)255-2582
Facsimile: (512)863-4523 (512)255-2632


Date: DECEMBER, 1995
Job No. 17415
Sheet 2 of 2

DEED
3 PGS
2009059498

# Quitclaim Deed

**Date:** August 12, 2009

**Grantor:** Connie Ontiveros

**Grantor's Mailing Address:**

306 Luna Vista,
Hutto, Texas 78634
Williamson County

**Grantee:** Richard G. Ontiveros

**Grantee's Mailing Address:**

1115 County Road 406
Taylor, TX 76574
Williamson County

**Consideration:**

The division of property in Cause No. 09-300-FC4, styled "In the Matter of the Marriage of Connie Ontiveros and Richard G. Ontiveros" entered in County Court at Law Number 4 of Williamson County, Texas, and ten dollars and other good and valuable consideration paid by Grantee.

**Property (including any improvements):** Lot 1, Morgan Meadows, a busdivisionin Williamson County, texas, according to the map or plat of the subdivision recorded in Cabinet M, Slide 242 of the plat records of Williamson county, Texas and commonly known as 115 C.R. 406, Taylor, Texas 76574

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest

Unofficial Document

in and to the property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the property or any part of it.

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

Connie Ontiveros

Connie Ontiveros

Richard G. Ontiveros

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

STATE OF TEXAS )

COUNTY OF WILLIAMSON )

This instrument was acknowledged before me on August 12, 2009 by Connie Ontiveros.

Notary Public, State of Texas

RUTH JEAN GAUL
Notary Public, State of Texas
My Commission Expires
August 24, 2012

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on August 12, 2009 by Richard G. Ontiveros.

Notary Public, State of Texas

RUTH JEAN GAUL
Notary Public, State of Texas
My Commission Expires
August 24, 2012

Unofficial Document

**PREPARED IN THE OFFICE OF:**

Law Offices of Jo Ann Torrez
905 -A East 7th Street
Austin, Texas 78702
Tel: (512) 480-5995
Fax: (512) 480-5981

**AFTER RECORDING RETURN TO:**

Richard G. Ontiveros
1115 County Road 406 (1)
Taylor, TX 76574

Unofficial Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2009059498
Nancy E. Rister
08/13/2009 12:03 PM
MARIA $24.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

The Property

R356115



**EXHIBIT B**
**AFFIDAVIT OF RICHARD G. ONTIVEROS IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Richard G. Ontiveros, who under oath stated as follows:

1. My name is Richard G. Ontiveros. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1115 CR 406, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there was 1 registered voter residing on the Property: Richard G. Ontiveros.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Richard G. Ontiveros

Sworn and subscribed to before me on this the 8 day of September, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

EXHIBIT
A-18

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 8, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Dana Vallandigham Carter ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Dana Vallandigham Carter owns property within the City of Taylor's extraterritorial jurisdiction located at 1371 CR 405, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owner hereby Petitions the City of Taylor to release of Owner's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owner's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

COBB & JOHNS

OWNER NAME: DANA VALLANDIGHAM CARTER

Dana Carter

Signature

5/25/66

Date of birth

N/A

Voter registration number

N/A

Voter county of registration

223 W. 79th Burr Ridge IL 60527

Residence address

9/8/2023

Date of signing

# EXHIBIT A
# DEED AND PROPERTY MAP

DEED 2014051926
3 PGS

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

# GIFT DEED

**Date:** July 2, 2014

**Grantor:** **Diana Vallandigham**

**Grantor's Mailing Address:** **1371 CR 405**
**Taylor, Williamson County, Texas 76574**

**Grantee:** **Dana Vallandigham Carter**

**Grantee's Mailing Address:** **223 W. 79th Street**
**Burr Ridge, IL 60527**

**Consideration:** The love and affection which I have and bear unto and toward my daughter, Dana Vallandigham Carter.

**Property (including any improvements):**

Lot 3, BATTLEGROUND CREEK COUNTRY ESTATES, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet T, Slide 316, Plat Records of Williamson County, Texas, locally known as 1371 CR 405, Taylor, Texas 76574.

together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); and (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title, and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same; (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or

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contiguous to said real property (whether owned or claimed by deed, limitations or otherwise); (c) any and all air rights relating to said real property; and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

**Reservations from and Exceptions to Conveyance and Warranty:**

All easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, agreements and maintenance charges, and other instruments, other than liens and conveyances, that affect the Property; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any County Water Improvement District, Municipal Utility District or similar governmental or quasi-governmental agency; taxes for the year 2014, the payment of which Grantee assumes; existing building and zoning ordinances and environmental regulations; and rights of parties in possession.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

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

**By the execution and acceptance of this deed, Grantor and Grantee acknowledge that Akins, Nowlin & Prewitt, L.L.P. ("AN&P") (1) has not ordered or examined title to the Property, (2) has made no other independent investigation of the title to the Property but has prepared this deed based on information and documents furnished to AN&P, and (3) makes no representation or warranty, express or implied, regarding the Property or the validity or quality of its title.**

**Diana Vallandigham**

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## ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on July 2, 2014, by **Diana Vallandigham**.

CAROLYN WATKINS
Notary Public, State of Texas
My Commission Expires
JANUARY 11, 2016

Carolyn Watkins
NOTARY PUBLIC, STATE OF TEXAS

**AFTER RECORDING RETURN TO:**
AKINS, NOWLIN & PREWITT, L.L.P.
P.O. Box 249
Round Rock, Texas 78680

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2014051926
Nancy E. Rister
07/07/2014 08:33 AM
DPEREZ $29.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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The Property

R406910



**EXHIBIT B**
**AFFIDAVIT OF DANA VALLANDIGHAM CARTER IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Dana Vallandigham Carter, who under oath stated as follows:

1. My name is Dana Vallandigham Carter. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1371 CR 405, Taylor, Texas 76574 (the "Property").

3. There is 1 owner of the Property: Dana Vallandigham Carter. I own 100% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Dana Vallandigham Carter

Sworn and subscribed to before me on this the 8 day of September, 2023.

Notary Public in and for the State of Texas

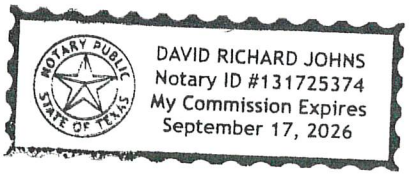

EXHIBIT
A-19

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 8, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Jorge Aviles ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Jorge Aviles owns property within the City of Taylor's extraterritorial jurisdiction located at 1593 CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owner hereby Petitions the City of Taylor to release of Owner's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owner's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

**OWNER NAME: JORGE AVILES**

Jorge Aviles
Signature

01/25/1992
Date of birth

N/A
Voter registration number

N/A
Voter county of registration

210 Reagor Drive Taylor Tx 76574
Residence address

9/8/23
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED 2019051897
Williamson County, Texas Total Pages: 7

# GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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

DATE: June 7, 2019

GRANTOR: Yupel, LLC, a Texas limited liability company and Jona Enterprises, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS: Yupel: 1387 CR 464, Thorndale, Texas 76577
Jona: 1702 Intervail Drive, Austin, Texas 78746

GRANTEE: Jorge Aviles

GRANTEE'S MAILING ADDRESS: 900 Broken Feather Trl., Pflugerville, TX 78660

CONSIDERATION:

$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and a note of even date that is in the principal amount of $87,500.00, and is executed by Grantee, payable to the order of Lone Star, FLCA. The note is secured by a vendor's lien retained in favor of Lone Star, FLCA in this deed and by a deed of trust of even date from Grantee to Jim Bob Reynolds, Trustee.

PROPERTY (including any improvements):

See Exhibit "A" attached hereto and made a part hereof.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2019 and subsequent years.



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For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of the free, uninterrupted, and perpetual use of, and a separate right to maintain, a nonexclusive utility easement measuring 30 feet in width and running the length of the southernmost boundary line of the Property.

This conveyance is also made and accepted subject to Restrictions which Restrictions shall run with the property herein described and be binding on all parties having any right, title, or interest in such property, or any part thereof, their heirs, executors, administrators, successors, or assigns, and the restrictions shall inure to the benefit of the Grantor herein. The Restrictions are as follows: maximum of one (1) water meter per platted tract.

For Grantor and Grantor's heirs, successors, and assigns, forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property provided, however, that the Grantor shall not have the right of ingress and egress over or other rights to use the surface of the property for the purpose of mining, drilling, exploring or developing the oil, gas and other minerals. If the mineral estate is subject to existing production or an existing lease, the production, the lease, and the benefits from it are allocated in proportion to ownership in the mineral estates.

Grantor and Grantor's successors and assigns, hereby reserves all of Grantor's interest in the water (including, without limitation, underground water from any and all depths and geological formations, surface water, diffuse surface flow and runoff, and harvested rain water, and all of the water rights associated with the property, including any and all permits, licenses or other governmental authorizations related to such water) that are in and under the property and that may be produced from it; provided, however, that Grantor shall not have the right of ingress and egress over or other rights to use the surface of the property for the purpose of mining, drilling, exploring, or developing the water.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Lone Star, FLCA., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to



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the property are retained for the benefit of Lone Star, FLCA. and are transferred to that party.

**GRANTEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS AS TO TITLE, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY.**



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Yupel, LLC, a Texas limited liability company

By: _____
Michael F. Herzog, Jr., Manager

Jona Enterprises, LLC, a Texas limited liability company

By: Kejda X. Herzog
Kejda X. Herzog, Manager

AGREED TO AND ACCEPTED BY GRANTEE:

_____
Jorge Aviles

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 7th day of June, 2019, by Michael F. Herzog, Jr., Manager of Yupel, LLC, a Texas limited liability company, on behalf of said company.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 226054-6
Comm. Expires 04/08/2023

Lesley Karen Williams
Notary Public, State of Texas

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 7th day of June, 2019, by Kejda X. Herzog, Manager of Jona Enterprises, LLC, a Texas limited liability company, on behalf of said company.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 226054-6
Comm. Expires 04/08/2023

Lesley Karen Williams
Notary Public, State of Texas



Unofficial Document

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on the 7 day of June 2019, by Jorge Aviles.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 226054-6
Comm. Expires 04/08/2023

Notary Public, State of TEXAS

Prepared by:
Hancock McGill & Bleau, LLP
Attorneys at Law
File No. 14665-19-02985

After Recording Return To:

North American Title
1 Chisholm Trail, Suite 3100
Round Rock, TX 78681
512-255-0550

Dj2985-sw



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# EXHIBIT A
# LEGAL DESCRIPTION

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the Pendleton Rector Survey, Abstract No. 540, being part of a called 57.570 Acre tract (Tract One) conveyed Jona Enterprises, LLC to Yupel, LLC by deed dated August 2, 2018, recorded in Doc. #2018070383 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit;

BEGINNING at a found 1" iron pipe on the east Right-of-Way line of County Road 406, at the northwest corner of a called 160.79 Acre tract conveyed to HS Farms, LLC in Doc. #2013116573, for the common southwest corner of the said 57.570 Acre tract and of this tract;

THENCE N 07°58'11" E- 32.24' along the common line between the said east Right-of-Way line of County Road 406 and the said 57.570 Acre tract to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" for the most southerly northwest corner of this tract;

THENCE entering the said 57.570 Acre tract for division for the following courses and distances:
S 82°56'55" E - 1182.13' to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" for an interior ell corner of this tract;
N 06°59'34" E - 757.54' to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" for the most northerly northwest corner of this tract;
S 82°48'59" E - 227.18' to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" for the northeast corner of this tract;
S 07°09'23" W - 798.89' to a set 1/2" iron rod with red cap marked "Triad RPLS 5952" on the common line between the said 57.570 Acre tract and the said 160.79 Acre tract, for the southeast corner of this tract;

THENCE N 82°33'24" W - 1407.62' along the common line between the said 57.570 Acre tract and the said 160.79 Acre tract to the POINT OF BEGINNING containing within these metes and bounds 5.128 Acres of land, more or less.

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**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2019051897**

Pages: 7 Fee: $41.00
06/12/2019 11:55 AM

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

The Property

R579405



**EXHIBIT B**
**AFFIDAVIT OF JORGE AVILES IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Jorge Aviles, who under oath stated as follows:

1. My name is Jorge Aviles. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 1593 CR 406, Taylor, Texas 76574 (the "Property").

3. There is 1 owner of the Property: Jorge Aviles. I own 100% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Jorge Aviles

Sworn and subscribed to before me on this the 8 day of September, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

EXHIBIT
A-20

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 8, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. John D. Byrd and Stella N. Byrd ("Residents") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. John D. Byrd and Stella N. Byrd own property within the City of Taylor's extraterritorial jurisdiction located at 601 CR 404, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Residents hereby Petition the City of Taylor to release of Residents' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Residents' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Residents, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Residents constitute more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there were 2 registered voters residing on the Property: John D. Byrd and Stella N. Byrd.

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Residents, the persons filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Residents, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Residents have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Residents' Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Residents' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Residents' Property—is released by operation of law.

**RESIDENT NAME: JOHN D. BYRD**

John D Byrd
Signature

10-22-1952
Date of birth

1136184893
Voter registration number

Williamson
Voter county of registration

601 County Road 404, Taylor, TX 76574
Residence address

9/8/2023
Date of signing

**RESIDENT NAME: STELLA N. BYRD**

Stella N. Byrd
Signature

10-15-1939
Date of birth

11 37 69 29 89
Voter registration number

Williamson
Voter county of registration

601 CR 404, Taylor, TX
Residence address

09-08-2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

99021994

# GENERAL WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF **WILLIAMSON**

THAT **JACK GASTON AND SPOUSE, GLADYS GASTON**

hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10 00) and other good and valuable consideration to Grantor in hand paid by **JOHN D. BYRD AND SPOUSE, STELLA N. BYRD**

hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the original principal sum of **EIGHTY SIX THOUSAND FOUR HUNDRED AND NO / 100** DOLLARS ($ **86,400.00** ), bearing even date herewith, payable to the order of **MILESTONE MORTGAGE CORPORATION**

hereinafter called "Mortgagee," bearing interest at the rate therein provided, said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to **L. B. HODGES**

Trustee(s), and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above described Promissory Note, said Vendor's Lien and Superior Title against said property securing the payment of said Promissory Note are hereby assigned, transferred and delivered without recourse to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all rights and remedies of Grantor in the premises by virtue of said lien,

And Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto said Grantee, the following described real property, to-wit

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES;**

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns FOREVER Grantor does hereby bind himself, his heirs, executors and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof



Unofficial Document

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance fund liens, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property

But it is expressly agreed that the Grantor herein reserves and retains for himself, his heirs and assigns, a VENDOR'S LIEN as well as the Superior Title, against the above described property, premises and improvements, until the above described Promissory Note and all interest therein have been fully paid according to the terms thereof, when this Deed shall become absolute

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns" Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be

The contract between Grantor as the seller and Grantee as the buyer may contain limitations as to warranties, to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

DATED the **25TH** day of **AUGUST, 1999**

Jack Gaston

**JACK GASTON**

Gladys Gaston

**GLADYS GASTON**

Grantee's Mailing Address

**601 COUNTY ROAD 404**

**TAYLOR, TEXAS 76574**

Unofficial Document

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 24 day of AUGUST, 1999,
by JACK GASTON AND SPOUSE, GLADYS GASTON

BYLLI DIANE KO...
Notary Public, State of Te...
My Commission Expires
APRIL 24, 2000

My commission expires:

NOTARY PUBLIC

Notary's Name (printed)

THE STATE OF
COUNTY OF

This instrument was acknowledged before me on the day of ,
by

on behalf of said ,

NOTARY PUBLIC

My commission expires:

Notary's Name (printed)

**RETURN ORIGINAL TO:**
**JOHN D. BYRD AND SPOUSE, STELLA N. BYRD**
**601 COUNTY ROAD 404**
**TAYLOR, TEXAS 76574**

**ST&L# 7-3 (REV 06-05-97)**

Unofficial Document

EXHIBIT A
METES AND BOUNDS DESCRIPTION

BEING 2 50 ACRES OUT OF THE WATKINS NOBLES SURVEY, ABSTRACT NO 484 IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CONVEYED TO JACK GASTON AND WIFE, GLADYS GASTON, IN VOLUME 706, PAGE 63 OF THE WILLIAMSON COUNTY OFFICIAL RECORDS, SAID 2 5 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a 1/2" rebar found at the intersection of the westerly r o w line of Regina Drive (50' r o w ) with the northerly r o w. line of County Road 404 (r o.w varies) at the southeast corner of said Gaston tract of land for the southeast corner and PLACE OF BEGINNING hereof

THENCE with the northerly r o.w line of County Road 404, being also the southerly line of said Gaston tract of land, N 79° 59' W (bearing basis for this survey) 432.74 feet to a 1/2" rebar found at the southwest corner of said Gaston tract of land, being also the southeast corner of that certain 10 00 acre tract of land conveyed to William B Womack in Volume 1394, Page 552 of the Williamson County Official Records, for the southwest corner hereof,

THENCE with the common line between said Gaston and Womack tracts of land, N 09° 46' 13" E 256 44 feet to a 3/4" rebar found (exposed +/- 2 feet) at the northwest corner of said Gaston tract of land, being also the southwest corner of Lot 1, Frame Switch Sec Two, a subdivision in Williamson County, Texas, as recorded in Plat Cabinet I, Slide 336 of the Williamson County Plat Records, and being in the east line of said Womack tract of land, for the northwest corner hereof, from which point a 1/2" rebar found bears N 09° 43' 59" E 151 49 feet,

THENCE with the common line between said Gaston tract of land and said Lot 1, S 80° 01' 21" E 415 86 to a 1/2" rebar capped with "1729" set in the westerly r o w line of Regina Drive at the northeast corner of said Gaston tract of land, being also the southeast corner of said Lot 1, for the northeast corner hereof, from which point a 1/2" rebar found at the northeast corner of said Lot 1 bears N 06° 00' 26" E 180 17 feet,

THENCE with the westerly r o w line of Regina Drive, being also the easterly line of said Gaston tract of land, S 06° 00' 34" W 257 35 feet to the PLACE OF BEGINNING and containing 2 50 acre of land, more or less.

RETURN TO
Longhorn Title Co, Inc

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E Rister

09-03-1999 04:22 PM 199960678
STRICKLAND $15.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

The Property

R019446



**EXHIBIT B**
**AFFIDAVIT OF JOHN D. BYRD IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, John D. Byrd, who under oath stated as follows:

1. My name is John D. Byrd. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 601 CR 404, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: John D. Byrd and Stella N. Byrd.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

John D. Byrd

Sworn and subscribed to before me on this the 8 day of September, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

# AFFIDAVIT OF STELLA N. BYRD IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION

Before me, the undersigned authority, on this day personally appeared, Stella N. Byrd, who under oath stated as follows:

1. My name is Stella N. Byrd. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 601 CR 404, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: John D. Byrd and Stella N. Byrd.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Stella N. Byrd

Stella N. Byrd

Sworn and subscribed to before me on this the 8 day of September, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

EXHIBIT
A-21

O'CONNELL WEST, PLLC
OConnellWest.com
505 WEST 12TH STREET, SUITE 200
AUSTIN, TEXAS 78701

Wesley D. West
Telephone: (512) 547-7265
E-Mail: wes@oconnellwest.com

September 14, 2023

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

via USPS CMRRR 7021 2720 0003 4775 6106

SUBJECT: Petition for Removal from Extraterritorial Jurisdiction

To Whom it May Concern:

Henry Daniel Philhower aka Daniel Philhower, in his capacity as President and majority shareholder of Granite Media Partners, Inc. (Petitioner), hereby petitions the City of Taylor, Williamson County, Texas (City) to release property described below from the City's extraterritorial jurisdiction (ETJ) under provisions of Texas Local Government Code 42, Subchapter D:

> Lot 2, North Park Estates, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Y, Slides 350-351, Plat Records, Williamson County, Texas, under Deed Instrument 2021138268.

Petitioner, Granite Media Partners, Inc., is the sole owner of the area of land subject to this petition. 180 days have not expired between the date of the first and last written signature of this petition for removal.

Petitioner hereby includes copies of the following documents in support which further describe the subject property subject to release, or otherwise required by statute:

a. **Exhibit A** - Final Plat of North Park Estates, Williamson County, Texas, recorded in Cabinet Y, Slide 350 under document number 2004035287;

b. **Exhibit B**- Deed number 2021168268, recorded in the Williamson County Deed Records;

c. **Exhibit C** - Map of the City's ETJ, with markings indicating that the subject property within the City's ETJ;

d. **Exhibit D** - Recent survey of the subject property, "Lot 2";

e. **Exhibit E** - Cover page of Williamson County Appraisal District for parcel number R468731: and

f. **Exhibit F** – Certificate of Formation – Granite Media Partners, Inc.

Please be advised that if you fail to take action to release the subject property by the later of the 45th day after receipt of this petition or the next meeting of the Taylor City Council that occurs after the 30th day after the date the municipality receives the petition, the area will be released by operation of law.

Please acknowledge receipt of this petition by email to amber@oconnellwest.com. We will accept correspondence by email or mail that the subject real property has been removed from the ETJ of the City of Taylor, Texas. If you have any questions, please feel free to call or email.

O'CONNELL WEST, PLLC
505 W. 12th Street, Suite 200
Austin, TX 78701

*/s/ Wesley D. West*
Wesley D. West
Attorney for Granite Media Partners, Inc.
Bar no: 24052002
Office Phone: (512) 547-7265
Fax: (512) 309-5388
Email: wes@oconnellwest.com

Henry Daniel Philhower aka
Daniel Philhower, President
Granite Media Partners, Inc.
Petitioner
Voter Registration Number (VUID): 1137116388
Residence Address: 2220 Windy Ridge, Taylor, Texas 76574

**SUBSCRIBED AND SWORN TO BEFORE ME** by Daniel Philhower on this 14 day of September 2023.

AMBER GEBERT
Notary Public, State of Texas
Comm. Expires 04-28-2027
Notary ID 126697975

Notary Public, State of Texas

My commission expires on 4-28-2027

PLAT 2004035287
2 PGS

# PLAT MAP RECORDING SHEET

**DEDICATOR:** B.G. S. R., INC. By Alvin Roznovak

SUBDIVISION NAME: **NORTH PARK ESTATES**

**PLAT RECORDED IN:** Cabinet Y, Slides 350 and 351.

**PROPERTY IS DESCRIBED AS:** 9.914 acres Absalom Jett Survey, Abstract No. 343

**HAND TO:** Bryan Technical services, Inc. Bruce Bryan (512/ 365-2524)

**INSTRUMENT DATE:** January 22, 2004

**FILE DATE:** May 5, 2004

**FOR LEGIBLE COPY OF PLAT, PLEASE SEE ORIGINAL**

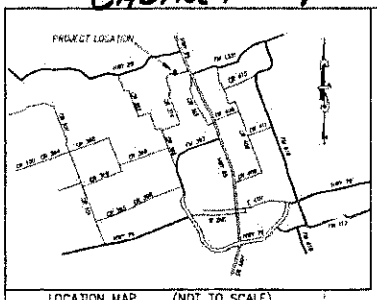
**FILED AND RECORDED**
OFFICIAL PUBLIC RECORDS 2004035287
Nancy E. Rister
05/05/2004 04:02 PM
CARRILLO $111.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Petitioner GRANITE MEDIA PARN
**EXHIBIT**
**A**
Petition for Removal from ETJ

CABINET Y SLIDE 350 DOCUMENT 2004035287

Ratification of Plat Document # 2004076040

# FINAL PLAT OF NORTH PARK ESTATES
## WILLIAMSON COUNTY, TEXAS




LOCATION MAP (NOT TO SCALE)

GRAPHIC SCALE

( IN FEET )
1 inch = 100 ft.

"10.17 ACRES"
SPECIAL WARRANTY DEED --
MARJORIE ANN MEIER, ET AL
TO
PEGGY MARIE WOOLDRIDGE, ET AL
2-4-2002 2002018331 OPRWC

610 SAMS CIRCLE
TAYLOR, TEXAS 76574
WILLIAMSON COUNTY

APPROXIMATE COURSE TO THE SOUTHEAST CORNER OF THE D. D. DYKES SURVEY A-205
N 35E 5100'

TOTAL 8.914 ACRES

"10.17 ACRES"
SPECIAL WARRANTY DEED --
MARJORIE ANN MEIER, ET AL
TO
RITA ALICE MARIE GEORGE
2-4-2002 2002018330 OPRWC

1500 LISA RAE DRIVE
ROUND ROCK, TEXAS 78664
WILLIAMSON COUNTY

ABSALOM JETT SURVEY A-343

Sanitary Sewer Easement

R100.0'

Proposed Water Well

TRACT ONE 2.974 ACRES

TRACT TWO 3.940 ACRES

TRACT THREE 3.019 ACRES

"10.158 ACRES"
WD W/ VENDOR'S LIEN --
BARBARA JANE KOLKER
TO
B.C.S.R., INC.
1-6-2003 2003002651 OPRWC
1003 S. INDUSTRIAL BLVD. SUITE B
ROUND ROCK, TEXAS 78681

GARDNER CEMETERY

COUNTY ROAD NO. 374

0.243 ACRES RIGHT-OF-WAY DEDICATION

TBM:
COTTON SPIKE SET IN AN 8" MESQUITE TREE.
ELEVATION:
572.55'

NO MONUMENTATION RECOVERED ON SOUTH SIDE OF ROADWAY

PLACE OF BEGINNING

PLACE OF COMMENCEMENT

18" CMP

10' PUE

25' D.S.S.E.

| North Park Estates | | | | | | |
|---|---|---|---|---|---|---|
| CULVERT | SIZE | TYPE | LENGTH | APPROX. SLOPE | FILL HEIGHT | NOTES |
| ALL | 18" | CMP | 70 FEET | 1.68 | 8" CONCRETE OR 12" CRUSHED STONE | CULVERT TO BE INSTALLED TO MATCH EXISTING FLOW GRADE AND TO HAVE TXDOT SAFETY END TREATMENT INSTALLED PER TXDOT SPECIFICATIONS. |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD | LENGTH | DELTA |
| C1 | 112.10 | 480.00 | N73°32'55"E | 111.85 | 13°22'53" |
| C2 | 224.36 | 480.00 | S88°22'11"E | 222.39 | 26°46'52" |
| C3 | 336.46 | 480.00 | N56°56'22"E | 329.62 | 40°09'45" |

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 66.50 | N71°49'33"W |
| L2 | 67.15 | N64°36'28"W |
| L3 | 46.98 | N48°16'03"W |
| L4 | 47.41 | N40°45'18"W |
| L5 | 52.84 | N06°41'18"E |
| L6 | 22.61 | S48°16'03"E |
| L7 | 262.35 | S68°12'47"W |
| L8 | 212.71 | S68°12'47"W |
| L9 | 93.42 | S68°12'47"W |
| L10 | 202.35 | S68°36'22"W |
| L11 | 101.76 | N68°36'22"E |
| L12 | 12.93 | S21°09'43"E |
| L13 | 303.81 | S68°36'22"W |

SITE DATA:
SURVEY: ABSALOM JETT SURVEY ABSTRACT NO. 343
TOTAL AREA OF SITE: 10.158 ACRES
LINEAR FEET OF NEW STREETS: NONE
NUMBER OF LOTS: 3
NUMBER OF BLOCKS: 1

LEGEND:
- ● IRON ROD FOUND
- ○ IRON ROD AND CAP SET
- □ CONCRETE MONUMENT FOUND
- ——— BARBWIRE FENCE

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT, AS A CONTINGENCY PLAN. WATER WELLS WILL BE UTILIZED AS SHOWN. SEWER SERVICE WILL BE PROVIDED WITH APPROVED ON-SITE SEPTIC SYSTEMS.

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|

BTS

OWNER/SUBDIVIDER:
B.C.S.R., INC. Ph # 255-3598
1003 S. INDUSTRIAL BLVD. SUITE B
ROUND ROCK, TEXAS 78681

ENGINEER:
DENNIS W. HILL
PROFESSIONAL ENGINEER NO. 84679
HILL ENGINEERING -- (512) 863-4225
GEORGETOWN, TEXAS 78626

UTILITY PROVIDERS:
WATER: JONAH WATER SUPPLY CORPORATION
WASTEWATER: ON-SITE SEPTIC
ELECTRIC: ONCOR

SURVEYOR:
BRYAN TECHNICAL SERVICES, INC.
P.O. BOX 1371 -- (512) 365-2524
(512) 365-2526 fax
TAYLOR, TEXAS 78754

BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-365-2524
512-365-2526 (Fax)
surveying@austin.rr.com

DRAWN BY: MDT | CHECKED BY: BLB
SCALE: 1" = 100'
DATE: SEPTEMBER 2, 2003
JOB NUMBER: 03-576
SHEET 1 OF 2

PHOTOGRAPHIC MYLAR

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CABINET Y SLIDE 351

# FINAL PLAT OF
# NORTH PARK ESTATES
## WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

SEPTEMBER 2, 2003

9.914 ACRES

These notes describe that certain tract of land situated in the ABSALOM JETT SURVEY, ABSTRACT NO. 343, located in Williamson County, Texas; subject tract being a part of and out of a called "10.158 Acres" conveyed in a Deed from Barbara Jane Kalinak to B.G.S.R., Inc., et al as recorded in Document No. 2003022651 of the Official Public Records of Williamson County (OPRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on September 2, 2003, subject tract being more fully described as follows:

COMMENCING at a 1/2" Iron Rod found for the Southernmost corner of a called "10.17 Acres" conveyed in a Deed from Marjorie Ann Meier, et al to Peggy Marie Wooldridge, et al as recorded in Document No. 2002018331 of the Official Public Records of Williamson County (OPRWC), same being in a line for the North R.O.W. of Williamson County Road No. 374, same being the Southeast corner of said "10.158 Acres"; THENCE North 21°09'43" West with a line for the East line of said "10.158 Acres", same being for the West line of said "10.17 Acres", a distance of 12.83 feet to a 1/2" Iron Rod set (capped) at the Southeast corner of subject tract, being the PLACE OF BEGINNING of this description;

THENCE South 68°38'29" West with the South line of subject tract, a distance of 303.61 feet to a 1/2" Iron Rod set (capped) at the beginning of a curve to the right;

THENCE with said curve to the right, having a radius of 480.00 feet, an arc length of 335.48 feet, a chord bearing of South 86°56'22" West and a chord distance of 328.62 feet to a 1/2" Iron Rod set (capped) at the Southwest corner of subject tract in a line for the Southwest line of said "10.158 Acres"; found a 1/2" Iron Rod at an exterior corner of same bearing South 48°18'03" East, 22.83 feet;

THENCE North 48°18'03" West along the West line of subject tract, same being the East R.O.W. of said county road, a distance of 48.88 feet to a Concrete Monument found for an exterior corner of subject tract;

THENCE North 22°31'16" West with the fenced West line of subject tract, same being in the East R.O.W. of a former road, a distance of 245.65 feet to a found 1/2" Iron Rod for an exterior corner of subject tract;

THENCE North 40°45'15" West with the fenced West line of subject tract, same being in the East R.O.W. of a former road, a distance of 47.41 feet to a found 1/2" Iron Rod for the Southeast corner of a "10.17 Acres" conveyed in a deed from Marjorie Ann Meier, et al to Rita Alice Marie George recorded in Document No. 2002018330 of the Official Public Records of Williamson County (OPRWC), dated 2-4-2002, same being the Westernmost corner of subject tract, and the westernmost corner of said "10.158 Acres";

THENCE North 08°41'16" East with the fenced East line of said "10.17 Acres", same being the West line of said "10.158 Acres", a distance of 528.61 feet to a found 1/2" Iron Rod in the East line of said "10.17 Acres", same being the Westernmost corner of said "10.17 Acres", same being the Northernmost corner of said "10.158 Acres";

THENCE South 73°15'46" East with an interior line of said Wooldridge "10.17 Acres", same being the North line of said "10.158 Acres", a distance of 492.69 feet to a found 1/2" Iron Rod for an interior corner of said Wooldridge "10.17 Acres", same being the Northeast corner of subject tract and said "10.158 Acres";

THENCE South 21°09'43" East with the lower West line of said Wooldridge "10.17 Acres", same being the East line of said "10.158 Acres", a distance of 570.88 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 9.914 Acres.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, visible utilities and roadways. Bearings based on local WGS-84 High Accuracy Reference Network.

OWNER'S RESPONSIBILITIES

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

I, JOHN DOERFLER, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, THAT 421 ESTATES SUBDIVISION, HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED, AND SAID PLAT AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

John C. Doerfler 4-29-04 3-2-04
JOHN DOERFLER, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

DEDICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT ALVIN ROZNOVAK, PRESIDENT OF B.G.S.R. INC., SAME BEING THE OWNER OF 10.158 ACRES OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2003022651 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE ~~10.158~~ 9.914 ACRES OUT OF SAID TRACT AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOW AS "NORTH PARK ESTATES".

Alvin Roznovak
BY: ALVIN ROZNOVAK, PRESIDENT, B.G.S.R., INC.
1003 S. INDUSTRIAL BLVD. SUITE B
ROUND ROCK, TEXAS 78681

I, ALVIN ROZNOVAK ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER NOT THE COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATER SHED ORDINANCES.

Alvin Roznovak
ALVIN ROZNOVAK, PRESIDENT, B.G.S.R., INC.
DATE 1-22-04

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, Debra Marshall A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED Alvin Roznovak KNOWN TO ME (OR PROVIDED TO ME ON THE OATH OF ________) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22nd DAY OF January A.D., 2004

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: ________

SEAL — DEBRA M. SHALL, Notary Public, State of Texas, My Commission Expires JUNE 27, 2005

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS, I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH THIS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THIS 5th DAY OF MAY 2004 A.D., AT 7:35 O'CLOCK P M., IN THE PLAT RECORDS OF SAID COURT IN CABINET Y SLIDE(S) 350 AND 351 WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE SHOWN ABOVE WRITTEN.

BY: DEPUTY
Nancy E. Rister
NANCY RISTER
CLERK, COUNTY COURT,
WILLIAMSON COUNTY, TEXAS — Deputy

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL A ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGE THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

BASED UPON THE REPRESENTATIONS OF THE SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLATE AS REPRESENTED BY THE SAID SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE RECORDED STREET NAMES AND ADDRESSES.

1-22-04
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

COMMISSIONERS COURT

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON THE SUBSEQUENT DEVELOPMENT.

IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THIS SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

SURVEYOR'S CERTIFICATION

I, BRUCE L. BRYAN, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THIS PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

Bruce L. Bryan 01-20-04
BRUCE L. BRYAN DATE
R.P.L.S. NO. 4249
STATE OF TEXAS

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 48491C0300 C EFFECTIVE DATE SEPTEMBER 27, 1991 FOR WILLIAMSON COUNTY, TEXAS.

I, DENNIS W. HILL, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORM WATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

Dennis Wade Hill 1-21-04
DENNIS W. HILL
REGISTERED PROFESSIONAL ENGINEER NO. 84679
STATE OF TEXAS

HEALTH DEPARTMENT APPROVAL

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLATS AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER PLAN REGULATIONS FOR WILLIAMSON COUNTY, THE WILLIAMSON COUNTY FLOOD PLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

2/18/04
PAULO PINTO DATE
DIRECTOR OF ENVIRONMENTAL SERVICES
WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

NO STRUCTURE OR LAND ON THIS BLUE LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

| BRYAN TECHNICAL SERVICES, INC.<br>P. O. BOX 1371<br>TAYLOR, TEXAS 76574<br>512-365-2524<br>512-365-2526 (Fax)<br>surveying@austin.rr.com | DRAWN BY: MDT | CHECKED BY: BLB |
|---|---|---|
| | SCALE: 1" = 100' | |
| | DATE: SEPTEMBER 2, 2003 | |
| | JOB NUMBER: 03-576 | |
| | SHEET 2 OF 2 | |

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PHOTOGRAPHIC MYLAR

ELECTRONICALLY RECORDED 2021168268
Williamson County, Texas Total Pages: 7

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

GF# TWH 2100918

# WARRANTY DEED WITH VENDOR'S LIEN

Date: October 28, 2021, but effective November 1, 2021

Grantor: CHIONSINI INTERESTS, LTD,
a Texas Limited Partnership

Grantor's Mailing Address: 410 W. Concho Avenue
San Angelo, Tom Green County,
Texas 76903

Grantee: GRANITE MEDIA PARTNERS, INC.,
a Texas Corporation

Grantee's Mailing Address: 211 W. Third Street
Taylor, Williamson County,
Texas 76574

Consideration:

TEN DOLLARS ($10.00), and other good and valuable consideration cash to Grantor paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, expressed or implied, is retained; and for further consideration of (i) the sum of TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($2,400,000.00), as evidenced by one certain promissory purchase money note, executed by Grantee and payable to the order of Granite Publications, LLC, a Texas limited liability company ("Granite Publications"); Blacklands Publications, Inc., a Texas business corporation ("Blacklands"); Columbus Publishing Co., Inc., a Texas business corporation ("Columbus"); Granite Publishing Partners, Inc., a Texas business corporation ("Granite Publishing");

Petitioner GRANITE MEDIA PARN
EXHIBIT
B
Petition for Removal from ETJ

Hill Country Newspapers, Inc., a Texas business corporation ("Hill Country"); Navasota Publications, Inc., a Texas business corporation ("Navasota"); Sweat Equity Newspapers, Inc., a Texas business corporation ("Sweat Equity"); Chionsini Interests, Ltd., a Texas limited partnership ("Chionsini Interests" and along with Granite Publications, Blacklands, Columbus, Granite Publishing, Hill Country, Navasota, Sweat Equity and the successors and assigns of all the foregoing, collectively and being hereinafter referred to as "Beneficiary", bearing interest as therein provided, being secured by the vendor's lien hereinafter retained and additionally secured by a Deed of Trust lien, with power of sale, to James A. Boyd, Jr., Carter, Boyd, Lisson & Hohensee, PC, 515 W. Harris, Ste 100, San Angelo, Texas 76903, Trustee; and (ii) that certain Agreement for Sale and Purchase of Newspaper Assets ("Newspaper Assets Purchase Agreement") made and entered into October 18, 2021 (including without limitation, the Consulting Payments described therein) and the Printing Facility Contract, the Personal Promissory Note, the Leases, the Life Insurance Assignment, the Indenture, and the Security Agreement, all as described and defined in the Newspaper Assets Purchase Agreement (collectively, the "Secured Documents").

Property (including any improvements):

Lot 2, North Park Estates, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Y, Slides 350-351, Plat Records, Williamson County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

1. The restrictive covenants of record Cabinet Y, Slides 350-351, Plat Records, Williamson County, Texas.

2. A 25-foot O.S.S.F. along the front property line as shown on plat recorded in Cabinet Y, Slides 350-351, Plat Records, Williamson County, Texas.

3. A 10-foot public utility easement along the front property line as shown on plat recorded in Cabinet Y, Slides 350-351, Plat Records, Williamson County, Texas.

4. A 7.5 foot public utility easement along the east property line as shown on plat recorded in Cabinet Y, Slides 350-351, Plat Records, Williamson County, Texas.

5. A 7.5 foot public utility easement along the west property line as shown on plat recorded in Cabinet Y, Slides 350-351, Plat Records, Williamson County, Texas.

6. A Sanitary Sewer easement as shown on plat recorded in Cabinet Y, Slides 350- 351, Plat Records, Williamson County, Texas.

7. Easement dated September 7, 1945, executed by H.B. Fox and wife, Marie Fox to Texas Power & Light Company, recorded in Volume 332, Page 536, Deed Records, Williamson County, Texas.

8. Easement dated August 11, 1949, executed by H.B. Fox and wife, Marie Fox to Texas Power & Light Company, recorded in Volume 359, Page 444, Deed Records, Williamson County, Texas.

9. Easement dated March 25, 1957, executed by Albert Hyzak to Texas Power & Light Company, recorded in Volume 417, Page 590, Deed Records, Williamson County, Texas.

10. Easement dated February 10, 1972, executed by Albert Hyzak, Sr. and Regina Hyzak to Jonah Water Supply Corp., recorded in Volume 564, Page 100, Deed Records, Williamson County, Texas.

11. Easement dated December 11, 1984, executed by Albert Hyzak, Sr. to Texas Power & Light Company, recorded in Volume 1234, Page 183, Official Records, Williamson County, Texas.

12. Rights or claims, if any, of adjoining property owner in and to that portion of insured premises lying between the fence and the west lot line, as shown by survey of Kenneth Louis Crider RPLS No. 5624, dated October 19, 2021.

13. A 100' Sanitary Sewer Easement as shown by survey of Kenneth Louis Crider RPLS No. 5624, dated October 19, 2021.

14. Taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

15. Statutory liens for standby fees, current taxes, assessments or other governmental charges not yet due and payable.

16. All existing easements, rights-of-way, and prescriptive rights, whether of record or not.

17. All existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor.

18. Rights of adjoining owners in any walls and fences situated on a common boundary.

19. Any discrepancies, conflicts, or shortages in area or boundary lines.

20. Any encroachments or overlapping of improvements.

21. Any physical conditions not disclosed by record but which would be disclosed by a careful visual inspection of the property.

22. Title to that portion of the above-described property, if any, within the bounds of any public road and easements for public roadways.

23. Zoning, entitlement and other land use and environmental regulations by any governmental body not violated by Grantor on or before the date hereof.

24. All leases, grants, exceptions or reservations of coal, lignite, oil, gas or other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

25. Rights of parties in possession.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Beneficiary, at the request of Grantee, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Beneficiary and are transferred to Beneficiary without recourse against Grantor.

The vendor's lien against and superior title to the Property are retained until each of the Secured Documents is fully paid and the obligations of Grantee therein fully satisfied according to the terms of the Secured Documents, at which time this Deed will become absolute.

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

CHIONSINI INTERESTS, LTD.

BY: CHIONSINI INTERESTS MANAGEMENT, LLC, its General Partner

By: _____
Macy Ann Chionsini
Its Manager

STATE OF TEXAS,
COUNTY OF TOM GREEN.

BEFORE ME, the undersigned authority, on this day personally appeared Macy Ann Chionsini, Manager of Chionsini Interests Management, LLC, the General Partner of Chionsini Interests, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of OCTOBER, 2021.

MONETTA DUSEK
Notary ID #128007869
My Commission Expires
August 14, 2025

_____
Notary Public in and for
The State of Texas

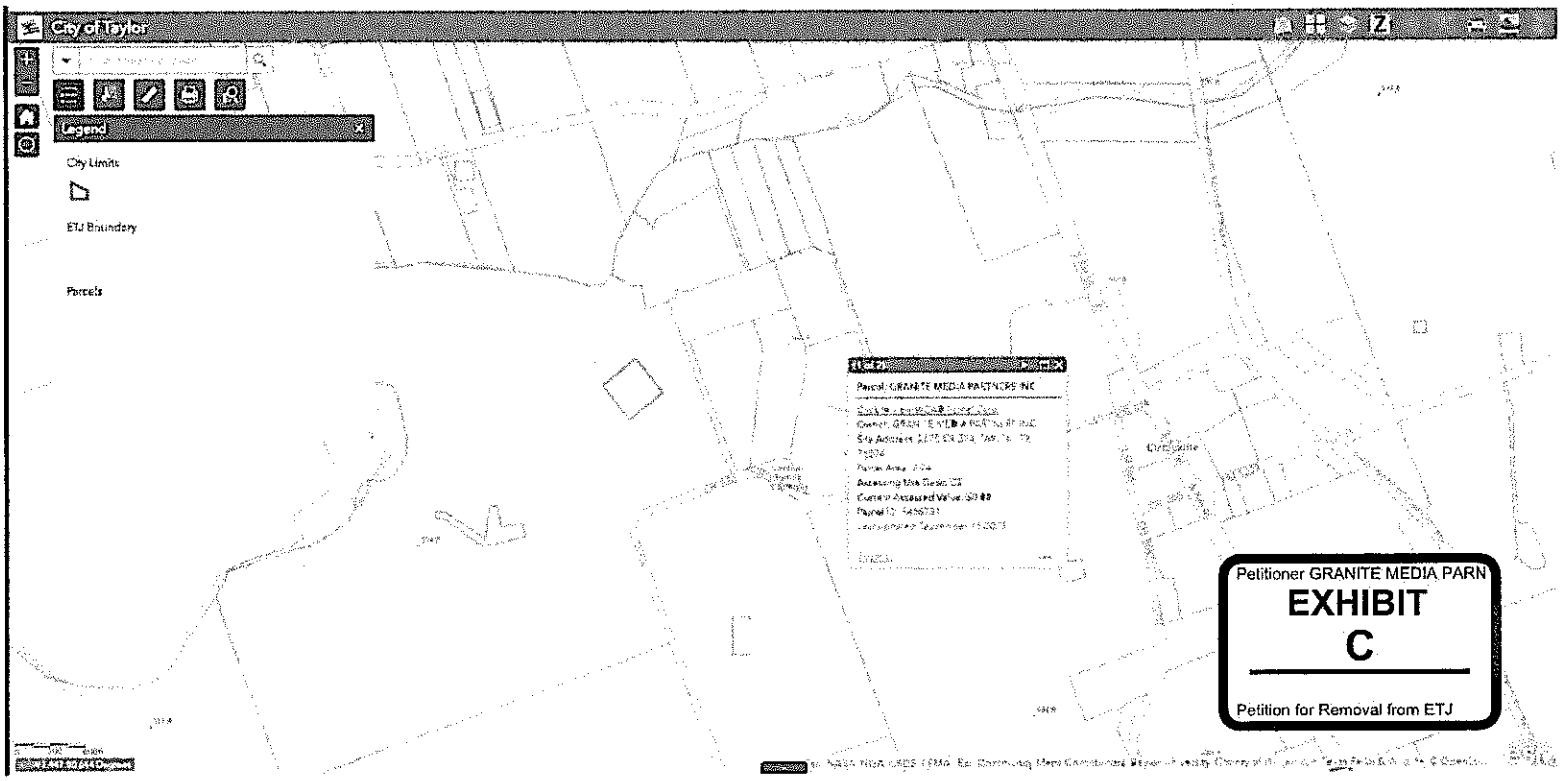
RETURN TO
Longhorn Title Co.

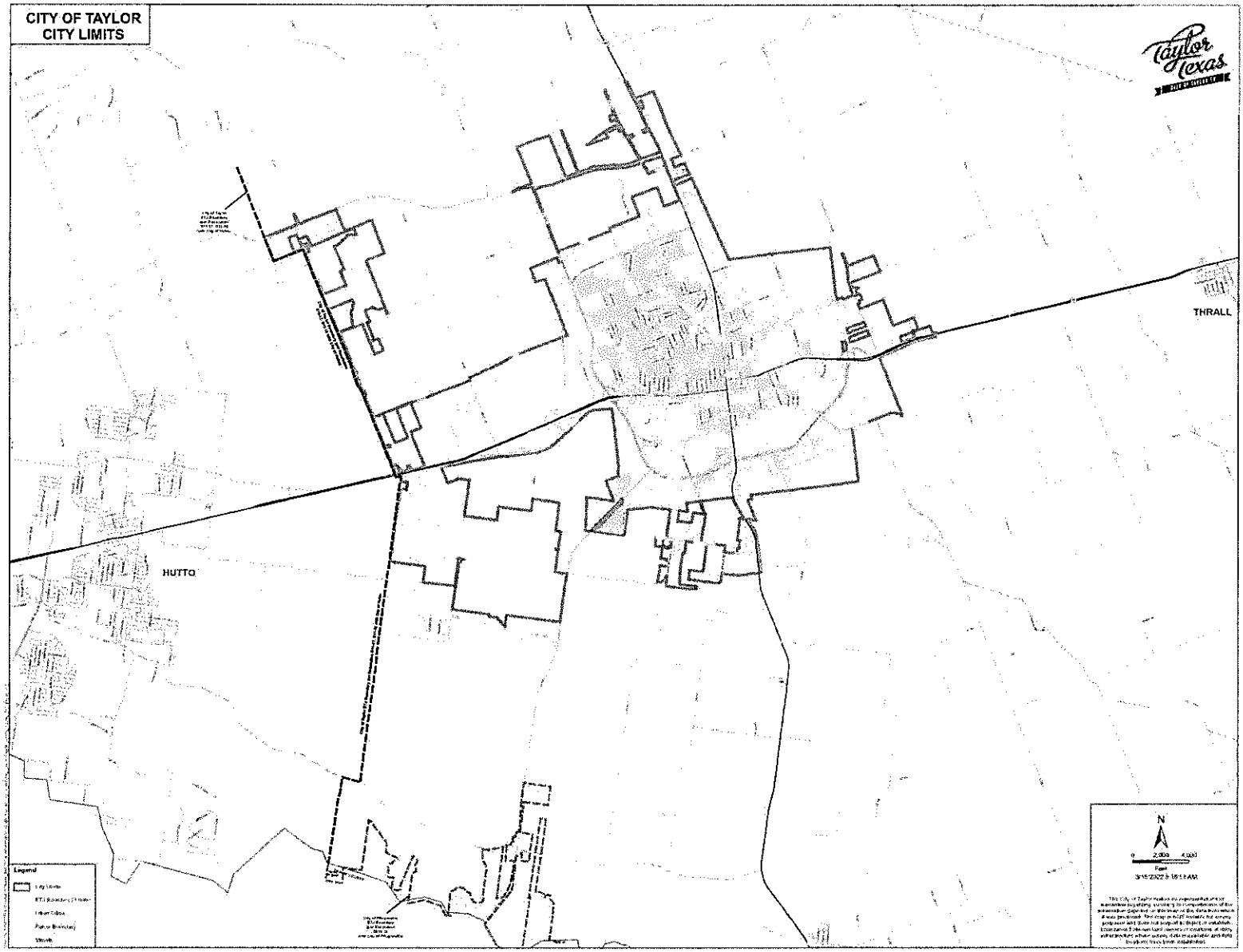
**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2021168268**

Pages: 7 Fee: $46.00
11/02/2021 04:05 PM
KCURRIE

Nancy E. Rister, County Clerk
Williamson County, Texas


City of Tyler
Legend
City Limits
ETJ Boundary
Parcels
Petitioner GRANITE MEDIA PARN
EXHIBIT
C
Petition for Removal from ETJ


CITY OF TAYLOR
CITY LIMITS
Taylor Texas
THRALL
HUTTO
N
Legend

RESTRICTIVE COVENANTS
ONLY THOSE EASEMENTS AND THAT THE OPERATIONS LISTED IN TITLE COMMITMENT AS WHICH DOE, EFFECTIVE DATE OF SEPTEMBER 27, 2021 AND ISSUED ON OCTOBER 5, 2021 AND ISSUED ON OCTOBER 12, 2021 ARE SHOWN HEREON.

LOT 2, NORTH PARK ESTATES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Y, SLIDES 350-351, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

JOB NO. 211531
DRAWN BY:
F.B.: /G/EV

| LINE TABLE | | |
|---|---|---|
| NUMBER | DIRECTION | DISTANCE |
| L1 | (N 09°39'12" E) | 52.68' |
| RECORD LINE TABLE | | |
| NUMBER | DIRECTION | DISTANCE |
| L1 | S 09°41'16" E | 52.64' |

TRACT TWO

100' SANITARY SEWER EASEMENT

PROPOSED WELL LOCATION

ASPHALT DRIVEWAY

SEE INSET

0.55± ACRES

15' BUILDING SETBACK

PAVED ROAD
2675 COUNTY ROAD 374

INSET

ASPHALT DRIVEWAY
CONC.
GRAVELED CONC. AREA
ONE STORY METAL COMMERCIAL
COVERED AREA

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
| C1 | 13°21'53" | 480.00' | 112.10' | 111.85' | S 74°21'59" W |
| RECORD CURVE TABLE | | | | | |
| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
| C1 | 13°22'00" | 480.00' | 112.10' | 111.85' | N 73°32'56" E |

NOTE:
ALL BUILDING SETBACK LINES AND EASEMENTS SHOWN HEREON ARE PER THE PLAT OF RECORD, CABINET Y, SLIDES 350-351, P.R.W.C.

LEGEND

Petitioner (GRANITE MEDIA PARK)
EXHIBIT D
Petition for Removal from ETJ

GENERAL TO: LOVEHOMEN TITLE / TEXAN TITLE INSURANCE COMPANY / GRANITE MEDIA PARTNERS, INC. / GF# 1WK210017

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

THIS SURVEY FOR TEXAS LAND SURVEYING, INC. HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS, EXCEPT AS PLACE, AND THAT SAID PROPERTY ABUTS A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREA PER FEMA'S FLOOD INSURANCE RATE MAP, PANEL(S) NO. 48491C0210E, EFF. DATE 12/20/2019. THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

Texas Land Surveying, Inc.
A Land Surveying and Consulting Firm
3515 Wilsone Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-6389 fax www.texas-ls.com
TBPELS LAND SURVEYING FIRM NO. 10194501 GEOSURVEY FIRM NO. 50538

KENNETH LOUIS DAVIS
5826
REGISTERED PROFESSIONAL LAND SURVEYOR

© COPYRIGHT 2021 BY TEXAS LAND SURVEYING, INC. THIS SURVEY REMAINS SOLELY THE PROPERTY OF THE COMPANY PREPARED AND NO LICENSE HAS BEEN GRANTED, EXPRESSED OR IMPLIED, TO COPY THE SURVEY EXCEPT AS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DATE OF THE COMPLETION OF THE SURVEY

WCAD

| Property | Owner | Property Address | Tax Year | 2024 Market Value |
|---|---|---|---|---|
| R468731 | GRANITE MEDIA PARTNERS INC | 2675 CR 374, TAYLOR, TX 76574 | 2024 | N/A |

## 2024 GENERAL INFORMATION

| | |
|---|---|
| Property Status | Active |
| Property Type | C2 |
| Legal Description | S8959 - NORTH PARK ESTATES, Lot 2, ACRES 3.94 |
| Neighborhood | T13IS - Storage Warehouse-taylor |
| Account | R-13-1420-0000-00002 |
| Related Properties | P504546 |
| Map Number | 3-1183 |

## 2024 OWNER INFORMATION

| | |
|---|---|
| Owner Name | GRANITE MEDIA PARTNERS INC |
| Owner ID | |
| Exemptions | |
| Percent Ownership | 100% |
| Mailing Address | 211 W THIRD ST TAYLOR, TX 76574 |
| Agent | GIL MASTERS & ASSOC INC (A1059) |

Petitioner GRANITE MEDIA PARN
**EXHIBIT**
**E**
Petition for Removal from ETJ

## 2024 VALUE INFORMATION

**MARKET VALUE**

| | |
|---|---|
| Improvement Homesite Value | N/A |
| Improvement Non-Homesite Value | N/A |
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Land Agricultural Market Value | N/A |
| Total Land Market Value | N/A |
| Total Market Value | N/A |

**ASSESSED VALUE**

| | |
|---|---|
| Total Improvement Market Value | N/A |
| Land Homesite Value | N/A |
| Land Non-Homesite Value | N/A |
| Agricultural Use | N/A |
| Timber Use | N/A |
| Total Appraised Value | N/A |
| Homestead Cap Loss | N/A |
| Total Assessed Value | |

## 2024 ENTITIES & EXEMPTIONS

| TAXING ENTITY | EXEMPTIONS | EXEMPTIONS AMOUNT | TAXABLE VALUE | TAX RATE PER 100 | TAX CEILING |
|---|---|---|---|---|---|
| CAD- Williamson CAD | | N/A | N/A | N/A | N/A |
| GWI- Williamson CO | | N/A | N/A | N/A | N/A |
| RFM- Wmsn CO FM/RD | | N/A | N/A | N/A | N/A |
| STA- Taylor ISD | | N/A | N/A | N/A | N/A |

## 2024 IMPROVEMENTS

Expand/Collapse All

| Improvement #1 | State Code | Homesite | Total Main Area (Exterior Measured) | Market Value |
|---|---|---|---|---|
| - | F1 - Real, Commercial | No | 7,372 Sq. Ft | N/A |

| RECORD | TYPE | YEAR BUILT | SQ. FT | VALUE | ADD'L INFO |
|---|---|---|---|---|---|
| 1 | Main Area | 2009 | 7,372 | N/A | Details |
| 2 | Office - First Floor | 2009 | 1,628 | N/A | Details |
| 3 | Dock | 2009 | 1,800 | N/A | Details |
| 4 | Asphalt | 2009 | 20,000 | N/A | Details |

## 2024 LAND SEGMENTS

| LAND SEGMENT TYPE | STATE CODE | HOMESITE | MARKET VALUE | AG USE | TIM USE | LAND SIZE |
|---|---|---|---|---|---|---|
| 1 - Commercial | F1 - Real, Commercial | No | N/A | N/A | N/A | 171,626 Sq. ft |
| **TOTALS** | | | | | | **171,626 Sq. ft / 3.940000 acres** |

## VALUE HISTORY

| YEAR | IMPROVEMENT | LAND | MARKET | AG MARKET | AG USE | APPRAISED | HS CAP LOSS | ASSESSED |
|---|---|---|---|---|---|---|---|---|
| 2023 | $515,666 | $284,334 | $800,000 | $0 | $0 | $800,000 | $0 | $800,000 |
| 2022 | $390,666 | $284,334 | $675,000 | $0 | $0 | $675,000 | $0 | $675,000 |
| 2021 | $325,733 | $108,661 | $434,394 | $0 | $0 | $434,394 | $0 | $434,394 |
| 2020 | $315,142 | $106,971 | $422,113 | $0 | $0 | $422,113 | $0 | $422,113 |
| 2019 | $312,396 | $58,696 | $371,092 | $0 | $0 | $371,092 | $0 | $371,092 |

## SALES HISTORY

| DEED DATE | SELLER | BUYER | INSTR # | VOLUME/PAGE |
|---|---|---|---|---|
| 10/28/2021 | CHIONSINI INTERESTS LTD | GRANITE MEDIA PARTNERS INC | 2021168268 | |
| 2/20/2009 | BGSR INC & SOUTHWEST BUILDING SYSTEMS INC | CHIONSINI INTERESTS LTD | 2021168267 | |
| 3/6/2003 | BGSR INC & SOUTHWEST BUILDING SYSTEMS INC | BGSR INC & SOUTHWEST BUILDING SYSTEMS INC | 2003022651 | |

**Form 201**

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

# Certificate of Formation
# For-Profit Corporation

**Filed in the Office of the Secretary of State of Texas**
**Filing #: 804220238 09/03/2021**
**Document #: 1076772350002**
**Image Generated Electronically for Web Filing**

## Article 1 - Entity Name and Type

The filing entity being formed is a for-profit corporation. The name of the entity is:

**GRANITE MEDIA PARTNERS, INC.**

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

## Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

**OR**

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Name:**
**Daniel Philhower**

C. The business address of the registered agent and the registered office address is:

**Street Address:**
**211 W. Third Street Taylor TX 76574**

### Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

**OR**

☑ B. The consent of the registered agent is maintained by the entity.

## Article 3 - Directors

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: **Daniel Philhower**

Address: **211 W. Third Street Taylor TX, USA 76574**

## Article 4 - Authorized Shares

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

| Number of Shares | Par Value (must choose and complete either A or B) | Class | Series |
|---|---|---|---|
| | s a par value of $1.00<br>hout par value. | Voting | |
| | s a par value of $1.00<br>hout par value. | NonVoting | |

s, you must set forth the designation of each class, the number of shares of each class, and the par value ss. If shares of a class are to be issued in series, you must provide the designation of each series. The s of each class or series must be stated in space provided for supplemental information.

Petitioner GRANITE MEDIA PARN
**EXHIBIT F**
Petition for Removal from ETJ

## Article 5 - Purpose

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

## Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

**Supplemental Provisions - Information.pdf**

## Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

**OR**

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

## Organizer

The name and address of the organizer is set forth below.

**Daniel Philhower** **2111 W. Third Street, Taylor, Texas 76574**

## Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Daniel Philhower**

Signature of organizer

FILING OFFICE COPY

The corporation shall have the authority to purchase, directly or indirectly, its own shares to the extent of the aggregate of unrestricted capital surplus available therefor.

No shareholder of the corporation shall have the right of cumulative voting at any election of directors or upon any other matter.

No holder of securities of the corporation shall be entitled as a matter of right, pre-emptive or otherwise, to subscribe for or purchase any securities of the corporation now or hereafter authorized to be issued, or securities held in the treasury of the corporation whether issued or sold for cash or other consideration or as a dividend or otherwise. Any such securities may be issued or disposed of by the board of directors to such persons on such terms as in its discretion it shall deem advisable.

EXHIBIT
A-22

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 15, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

SEP 21 2023

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Alfredo Trejo ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Alfredo Trejo owns property within the City of Taylor's extraterritorial jurisdiction located at 4350 CR 404, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owner hereby Petitions the City of Taylor to release of Owner's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owner's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

**OWNER NAME: ALFREDO TREJO**

Signature

03/12/1971
Date of birth

N/A
Voter registration number

N/A
Voter county of registration

708 GREENLAWN BLVD.
ROUND ROCK, TX. 78664
Residence address

SEPTEMBER 19TH 2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED 2020150392
Williamson County, Texas Total Pages: 5

GF#20060278

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

# WARRANTY DEED WITH VENDOR'S LIEN

**Date:** November 30, 2020

**Grantor:** **Freddy Gola,** a married person, not joined herein by his/her spouse as the property hereby conveyed constitutes no part of their business or residence homestead and is in his/her sole management and control

**Grantor's Mailing Address (including county):**

1300 Willow Brook Trail
Taylor Tx 76574
_____ County

**Grantee:** **Alfredo Trejo,** a single person

**Grantee's Mailing Address (including county):**

710 Greenlawn Blvd
Round Rock Tx 78664
_____ County

**Consideration:**

For the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's Note of even date herewith that is in the principal amount of **One Hundred Sixty-Four Thousand Nine Hundred and No/100 Dollars ($164,900.00)**, payable to the order of **Freddy Gola**. The Note is secured by a Vendor's Lien retained in favor of Grantor in this Deed and by a Deed of Trust of even date herewith from Grantee to **Law Office of Kenneth M. Kohl, P.C.**, Trustee.

Unofficial Document

**Property (including any improvements):**

**All that certain 10.05 acre tract of land out of the THOMAS T. WILLIAMSON Survey, Abstract No. 755 in Williamson County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.**

**Reservations from and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any applicable governmental district, agency, authority, etc. taxes for current year, the payment of which Grantee assumes.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

The Vendor's Lien and Superior Title to the property are retained for the benefit of Grantor.

EXECUTED this 30th day of November, 2020.

Freddy Gola

**Freddy Gola**

Unofficial Document

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 30 day of November, 2020, by **Freddy Gola**.

KARI JEAGH WILKIE
Notary Public, State of Texas
Expires 08/12/2021
I.D.# 12952138-3

Notary Public, State of
Notary's Name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:

LONGHORN TITLE COMPANY
309 North Main Street
Taylor, TX 76574

Unofficial Document

# EXHIBIT A

STATE OF TEXAS
COUNTY OF WILLIAMSON

THOMAS WILLIAMSON SURVEY

A DESCRIPTION OF A 10.05 ACRE TRACT SITUATED IN THE THOMAS WILLIAMSON SURVEY, ABSTRACT NUMBER 755, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 187.3228 ACRE TRACT CONVEYED TO RUTH McCORMICK TANKERSLEY IN DOCUMENT NUMBER 9872963, THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in the south right-of-way line of County Road 404 (50' R.O.W.), for northeast corner of a called 48.389 acre tract conveyed to Eugene Mandowsky in Volume 501, Page 267, The Deed Records of Williamson County, Texas and for the northwest corner of said 187.3228 acre tract and the herein described tract;

THENCE with said south right-of-way line of County Road 404, South 80°23'27" East, a distance of 360.00 feet, (called South 80°25'00" East), to a ½ inch iron rod with cap set for the northeast corner of the herein described tract, from which a ½ inch iron rod found for the northeast corner of said 187.3228 bears South 80°25'00" East, a distance of 528.03 feet, (called South 80°25'00" East);

THENCE entering into and severing said 187.3228 acre tract the following two (2) courses:

1) South 08°44'30" West, a distance of 1459.58 feet, to a ½ inch iron rod with cap set,
2) North 80°23'27" West, a distance of 300.00 feet, to a calculated point in the east line of a called 50.5 acre tract conveyed to Frank Selcik in Volume 441, Page 95, The Deed Records of Williamson County, Texas, in the west line of said 187.3228 acre tract and for the southwest corner of the herein described tract, from which a ½ inch iron rod found for the southeast corner of said 50.5 acre tract bears South 08°44'30" West, a distance of 615.06 feet, (called South 08°44'30" West);

THENCE with the west line of said 187.3228 acre tract, North 08°44'30" East, passing at a distance of 336.60 feet a ½ inch iron rod with cap set for witness and continuing for a total distance of 1459.58 feet, (called North 08°44'30" East), to the POINT OF BEGINNING and containing 10.05 acres of land.

The BEARING BASIS herein, is the monumented west line of said 187.3228 acre tract, North 08°44'30" East, a distance of 2074.44 feet, (called North 08°44'30" East, 2075.00 feet).

I, Shawn T. Ash, do certify that this description and associated exhibit was prepared from a boundary survey performed under my direction during September 2007, and is true and correct to the best of my knowledge and belief and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition III Survey.

Shawn T. Ash
Registered Professional Land Surveyor
No. 5687 State of Texas

09/25/07
Date

Attachments: Exhibit of a 10.05 tract
Job: 09-2017

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

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

Unofficial Document

**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2020150392**

Pages: 5 Fee: $37.00
11/30/2020 03:54 PM

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

The Property

R493794



**EXHIBIT B**
**AFFIDAVIT OF ALFREDO TREJO IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Alfredo Trejo, who under oath stated as follows:

1. My name is Alfredo Trejo. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 4350 CR 404, Taylor, Texas 76574 (the "Property").

3. There is 1 owner of the Property: Alfredo Trejo. I own 100% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Alfredo Trejo

Sworn and subscribed to before me on this the 14th day of September, 2023.

AMIT J JETWA
Notary ID #129454133
My Commission Expires
June 11, 2025

Notary Public in and for the State of Texas

EXHIBIT
A-23

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 15, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

SEP 21 2023

*Via email: ted@hejllawfirm.com*

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. The Estate of James E. Stiba and Mary A. Stiba ("Owners") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. The Estate of James E. Stiba and Mary A. Stiba own property within the City of Taylor's extraterritorial jurisdiction located at 15500 FM 1660, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deeds and Property Map).

3. Owners hereby Petition the City of Taylor to release of Owners' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owners' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Owners, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:


© Cobb & Johns PLLC

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owners' collective value in the Property constitute more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

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(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owners filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deeds for the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owners, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owners have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owners' Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owners' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owners' Property—is released by operation of law.

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COBB & JOHNS

**OWNER NAME: THE ESTATE OF JAMES E. STIBA**

By: Mary Stiba
Printed Name

Its: Exectator
Title

Mary Stiba
Signature

5/31/1942
Date of birth

1137672905
Voter registration number

Williamson
Voter county of registration

15500 FM 1660 Taylor Tx 76574
Residence address

9/21/2023
Date of signing


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**OWNER NAME: MARY A. STIBA**

Mary A Stiba
Signature

5/31/1943
Date of birth

1137672905
Voter registration number

Williamson
Voter county of registration

15500 FM 1660 Taylor TX 76574
Residence address

9-21-2023
Date of signing


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# EXHIBIT A
## DEEDS AND PROPERTY MAP

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THE STATE OF TEXAS, :
COUNTY OF WILLIAMSON. :

3301

KNOW ALL MEN BY THESE PRESENTS: THAT we, Tom H. Stiba and wife, Nannie Stiba, of Williamson County, Texas, hereinafter at times called "Grantors", for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations to us cash in hand paid by James E. Stiba and wife, Mary A. Stiba, hereinafter at times called "Grantees, the receipt of which is hereby duly acknowledged and for which no lien, either express or implied, is herein and hereby retained or shall exist and in further consideration of the execution and delivery by Grantees herein of their one certain promissory note bearing even date herewith payable to the order of Grantors at Taylor, Texas, in the original principal sum of Seventy Thousand and No/100 ($70,000.00) Dollars, said note bearing interest from January 1, 1979 at the rate of eight (8%) per cent per annum, interest payable annually on January 1 of each year commencing on January 1, 1980 and being in addition to the payment of principal, and interest only being due and payable until January 1, 1985 at which time the first installment of principal shall be due and payable as hereinafter provided and providing that past due principal and interest shall bear interest at the rate of ten (10%) per cent per annum and the principal of said note being due and payable in equal annual installments of Two Thousand and No/100 ($2,000.00) Dollars each, the first of said installments being due and payable on or before January 1, 1985, and a like installment being due and payable on or before the first day of January of each and every succeeding calendar year until said note and all indebtedness due thereon be fully paid, and reciting that same is secured by a vendor's lien and additionally secured by a deed of trust lien as contained in the deed of trust with power of sale of even date therewith to Thomas G. Parker, Trustee, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said James E. Stiba and

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FIRST: Being 36.527 acres of land out of the John C. Duval Survey #31, Abstract #177, more particularly described in field notes prepared by Metcalfe Engineering Company, Inc. as a result of a survey made on the ground on June 4, 1977 and signed by George L. Sanders, Registered Public Surveyor #1838, a copy of which said field notes marked Exhibit "A" attached hereto and made a part hereof for a more particular description of said property, LESS HOWEVER, 3.007 acres of land more particularly described in the deed of even date herewith from Tom H. Stiba, et ux to James E. Stiba, et ux not yet recorded but to be recorded in the Deed Records of Williamson County, Texas, a reference to all of which is here made for a more particular description of said property.

SECOND: Being 65.546 acres of land out of the John C. Duval Survey #31, Abstract #177, more particularly described in field notes prepared by Metcalfe Engineering Company, Inc., as a result of a survey made on the ground on June 4, 1977 and signed by George L. Sanders, Registered Public Surveyor #1838, a copy of which said field notes marked Exhibit "B" is attached hereto and made a part hereof for all purposes as fully as though copied herein at this place at length.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said James E. Stiba and wife, Mary A. Stiba, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said James E. Stiba and wife, Mary A. Stiba, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject only to all easements appearing of record applicable to the property hereby conveyed.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property until the indebtedness above mentioned and described as evidenced by the hereinabove described note, principal and interest, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS OUR HANDS this the 3rd day of July, A. D. 1978.

Tom H. Stiba
Tom H. Stiba

Nannie Stiba
Nannie Stiba

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THE STATE OF TEXAS, :

COUNTY OF WILLIAMSON. :

BEFORE ME, the undersigned authority, on this day personally appeared Tom H. Stiba and wife, Nannie Stiba, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3RD day of July, A. D. 1978.

James D. Sullivan

Notary Public in and for Williamson County, Texas

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4800 SOUTH CONGRESS
PHONE 442-8363 — 476-1879
AUSTIN, TEXAS 78745

FIELD NOTES OF A SURVEY OF 36.527 ACRES OF LAND, BEING A PORTION OF SHARE NO. 1 OF 115.81 ACRES, A PART OF THE JOHN C. DUVAL SURVEY #31, ABSTRACT #177, IN WILLIAMSON COUNTY, TEXAS, AS SET FORTH IN A PARTITION SUIT STYLED GEORGE STIBA, ET AL, VS. JOHN J. STIBA IN CAUSE NO. 10,957 AS RECORDED IN VOLUME 20, PAGE 566 OF THE DISTRICT COURT MINUTES OF WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THAT PORTION OF SAID SHARE NO. 1 CONVEYED IN A DEED FROM FRANK STIBA, ET UX, TO TOM STIBA IN VOLUME 331, PAGE 572, WILLIAMSON COUNTY DEED RECORDS, AS SURVEYED FOR JIM STIBA BY METCALFE ENGINEERING COMPANY, INC., 4800 SOUTH CONGRESS, AUSTIN, TEXAS.

Beginning at an iron stake found at corner of fence at the intersection of the south line of F. M. Highway #1660 and an east line of that portion of the John C. Duval Survey #31 in Williamson County, Texas, set forth as Share No. 1 of 115.81 acres, and the west line of that portion of the said John C. Duval Survey #31 in Williamson County, Texas, set forth as Share No. 3 of 49.31 acres in a partition suit styled George Stiba, et al, vs. John J. Stiba, in Cause No. 10,957 as recorded in Volume 20, Page 566 of the District Court Minutes of Williamson County, Texas, and being also an east line of that portion of said Share No. 1 of 115.81 acres conveyed to Tom Stiba in Volume 331, Page 572, Williamson County Deed Records, said beginning iron stake being at a southeast corner of that 3.40 acre tract, a portion of the said Tom Stiba tract, conveyed to the State of Texas in Volume 361, Page 110, Williamson County Deed Records, as used upon the ground, for the northeast corner of this tract;

THENCE with a fence along the east line of the said Tom Stiba tract, being also an east line of said Share No. 1 of 115.81 acres and the west line of said Share No. 3 of 49.31 acres, courses numbered 1-9 inclusive, as follows:

(1) S 10° 08' W 813.07 feet to an iron stake;
(2) S 10° 07' W 327.85 feet to an iron stake;
(3) S 9° 57' W 529.82 feet to an iron stake;
(4) S 9° 54' W 228.56 feet to an iron stake;
(5) S 10° 49' W 212.00 feet to an iron stake;
(6) S 10° 39' W 101.60 feet to an iron stake;
(7) S 9° 51' W 217.86 feet to an iron stake;
(8) S 10° 22' W 437.16 feet to an iron stake;
(9) S 10° 10' W at 94.42 feet passing an iron stake, at 307.65 feet passing an iron stake on top of bank, in all 341.65 feet to a point in the center of Brushy Creek for the southeast corner of the Tom Stiba tract, being also the southeast corner of Share No. 1 of 115.81 acres and the southwest corner of Share No. 2 of 49.31 acres and in the south line of the John C. Duval Survey #31, Abstract #177 and in the north line of the Wm. C. Hays Survey #7, Abstract #310, Williamson County, Texas;

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THENCE with the meanders of Brushy Creek, being a south, southwest and west line of the said Tom Stiba tract and said Share No. 1, and being with a south line of the said John C. Duval Survey #31 and the north line of the Wm. C. Hays Survey #7, courses numbered 10-16 inclusive, as follows:

(10) N 82° 50' W 135.0 feet to a point;

(11) N 56° 45' W 70.0 feet to a point;

(12) N 34° 10' W 60.0 feet to a point;

(13) N 16° 35' E 130.0 feet to a point;

(14) N 26° 00' E 90.0 feet to a point;

(15) N 37° 20' W 130.0 feet to a point;

(16) N 23° 10' W 122.91 feet to a point at a southwest corner of the said Tom Stiba tract and the southwest corner of said Share No. 1 of 115.81 acres and being at the southeast corner of the W. T. Avery Wood Land tract of 41.9 acres as referred to in said Tom Stiba deed in Volume 331, Page 572, Williamson County Deed Records;

THENCE with a fence along a west line of the said Stiba tract, being also a west line of Share No. 1 of 115.81 acres and the east line of the said Avery Wood Land tract of 41.9 acres, courses numbered 17-22 inclusive, as follows:

(17) N 10° 10' E 82.23 feet to an iron stake;

(18) N 10° 06' E 159.49 feet to an iron stake;

(19) N 9° 45' E 541.46 feet to an iron stake;

(20) N 9° 59' E 967.14 feet to an iron stake;

(21) N 10° 21' E 166.20 feet to an iron stake;

(22) N 7° 45' E 125.38 feet to an iron stake at corner of fence for an ell corner of the Stiba tract and an ell corner of Share No. 1 of 115.81 acres and being also the northeast corner of the said Avery 41.9 acre tract;

THENCE with a fence along the north line of the said Avery 41.9 acre tract, being also a south line of the Tom Stiba tract and a south line of Share No. 1 of 115.81 acres, courses numbered 23-24 inclusive, as follows:

(23) N 79° 41' W 436.26 feet to an iron stake;

(24) N 80° 29' W 475.42 feet to an iron stake found in the east line of F. M. Highway #973, and being at the most southerly southeast corner of that 3.40 acre tract conveyed to the State of Texas as recorded in Volume 361, Page 110, Williamson County Deed Records;

(25) THENCE with the east line of F. M. Highway #973, being also an east line of the said 3.40 acre tract, N 11° 02' E 226.46 feet to an iron stake;

(26) THENCE with a southeast line of the said State of Texas 3.40 acre tract N 54° 06' 30" E 558.54 feet to an iron stake set for a northwest corner of that Cemetery tract described as an exclusion in the afore-

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said deed to Tom Stiba in Volume 331, Page 572, Williamson County Deed Records;

(27) THENCE with the west line of the said Cemetery tract S 8° 31' W 175.10 feet to an iron stake;

THENCE with the south line of the Cemetery tract courses numbered 28-29 inclusive, as follows:

(28) S 73° 43' E 89.02 feet to an iron stake;

(29) N 86° 09' E 191.57 feet to an iron stake;

(30) THENCE with the east line of the Cemetery tract N 9° 15' E 179.49 feet to an iron stake in the south line of F. M. Highway #1660, being also in a south line of the said State of Texas 3.40 acre tract;

(31) THENCE with the south line of F. M. Highway #1660, being also a south line of the said 3.40 acre tract, S 82° 49' E 621.87 feet to the place of the beginning, containing 36.527 acres of land.

Surveyed June 4, 1977.

METCALFE ENGINEERING COMPANY, INC.

By George L. Sanders

George E. Sanders
Registered Public Surveyor #1838

STATE OF TEXAS
GEORGE L. SANDERS
1838
REGISTERED PUBLIC SURVEYOR

Plan #8227
FB 547, p 1

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FIELD NOTES OF A SURVEY OF 65.546 ACRES OF LAND, BEING A PORTION OF SHARE NO. 1 OF 115.81 ACRES, A PART OF THE JOHN C. DUVAL SURVEY #31, ABSTRACT #177, IN WILLIAMSON COUNTY, TEXAS, AS SET FORTH IN A PARTITION SUIT STYLED GEORGE STIBA, ET AL, VS. JOHN J. STIBA, IN CAUSE NO. 10,957 AS RECORDED IN VOLUME 20, PAGE 566, DISTRICT COURT MINUTES OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT PART OF SAID SHARE NO. 1 CONVEYED IN A DEED FROM FRANK STIBA, ET UX, TO TOM STIBA IN VOLUME 331, PAGE 572, WILLIAMSON COUNTY DEED RECORDS, AS SURVEYED FOR JIM STIBA BY METCALFE ENGINEERING COMPANY, INC., 4800 SOUTH CONGRESS, AUSTIN, TEXAS.

Beginning at an iron stake set at the base of a post, being at the intersection of the north line of F. M. Highway #1660 and an east line of that portion of the John C. Duval Survey #31 in Williamson County, Texas, set forth as Share No. 1 of 115.81 acres, and the west line of that portion of the said John C. Duval Survey #31 set forth as Share No. 3 of 49.31 acres in a partition suit styled George Stiba, et al, vs. John J. Stiba, in Cause No. 10,957 as recorded in Volume 20, Page 566 of the District Court Minutes of Williamson County, Texas, and being also an east line of that portion of said Share No. 1 of 115.81 acres conveyed to Tom Stiba in Volume 331, Page 572, Williamson County Deed Records, said beginning iron stake being at the northeast corner of that 3.40 acre tract, a portion of the said Tom Stiba tract, conveyed to the State of Texas in Volume 361, Page 110, Williamson County Deed Records, as used upon the ground, for the southeast corner of this tract;

(1) THENCE with the north line of F. M. Highway #1660, being also the north line of the said 3.40 acre tract, N 82° 49' W at 875.82 feet passing a concrete highway marker, in all 956.66 feet to an iron stake set at the southerly extension of the remains of an old fence for a northwest corner of the said 3.40 acre tract and the northeast corner of a 0.848 of one acre tract conveyed to the State of Texas in Volume 408, Page 582, Williamson County Deed Records, said iron stake being in the east line of a 3.17 acre tract as conveyed to Rice's Crossing Cooperative Gin in Volume 364, Page 114, Williamson County Deed Records;

(2) THENCE with the east line of the said Rice's Crossing Cooperative Gin 3.17 acre tract and with the east line of that portion of said Share No. 1 of 115.81 acres described as an Exception and referred to as being that tract conveyed to Charles Elbert and now owned by Rice's Crossing Gin Company in the aforesaid deed to Tom Stiba in Volume 331, Page 572, Williamson County Deed Records, and being with the remains of an old fence, N 10° 08' E 846.65 feet to an iron stake set for the northeast corner of the said Gin Company tract;

(3) THENCE with the north line of the Rice's Crossing Gin Company tract N 79° 52' W 342.44 feet to an iron stake in the east line of F. M.

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tract conveyed to the State of Texas in Volume 427, Page 285, Williamson County Deed Records;

THENCE with the east line of F. M. Highway #973, being also the east line of the said 1.471 acre tract, courses numbered 4-5 inclusive, as follows:

(4) N 10° 09' E 873.70 feet to an iron stake set at an angle point in said F. M. Highway #973;

(5) N 9° 36' E 717.70 feet to a concrete highway marker at the northeast corner of the said 1.471 acre tract and in the north line of the said Tom Stiba tract, and being also in the south line of that 9.21 acre tract, a part of said Share No. 1 of 115.81 acres, as described in a deed to John J. Stiba in Volume 283, Page 313, Williamson County Deed Records;

THENCE with the south line of the said John J. Stiba 9.21 acre tract, being also the north line of the Tom Stiba tract, courses numbered 6-7 inclusive, as follows:

(6) S 80° 24' E 10.00 feet to a concrete highway marker;

(7) and with a fence S 80° 31' E 1288.35 feet to an iron stake at the northeast corner of the said Tom Stiba tract, being also an ell corner of said Share No. 1 of 115.81 acres and the northwest corner of the aforesaid Share No. 3 of 49.31 acres;

(8) THENCE with the east line of the said Tom Stiba Tract, being also an east line of said Share No. 1 of 115.81 acres and the west line of said Share No. 3 of 49.31 acres, S 9° 59' W 2403.43 feet to the place of the beginning, containing 65.546 acres of land.

Surveyed June 4, 1977.

METCALFE ENGINEERING COMPANY, INC.

By George L. Sanders

George L. Sanders
Registered Public Surveyor #1838

STATE OF TEXAS
GEORGE L. SANDERS
1838
REGISTERED PUBLIC SURVEYOR

Plan #8227
FB 547, p 1

THE STATE OF TEXAS
County of Williamson

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 17th day of July A. D. 19 78 at 8:00 o'clock a M., and duly recorded this the 17th day of July A. D. 19 78 at 1:10 o'clock P M., in the Deed Records of said County, in Vol. 720 pp. 1

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

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# QUITCLAIM DEED

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

WHEREAS, in WILLIAMSON COUNTY, Texas, on FARM TO MARKET ROAD 973, the State of Texas acquired certain land for highway purposes by instrument recorded in Volume 361, Page 110, of the Deed Records of Williamson County, Texas; and

WHEREAS, a portion of the land is no longer needed for highway or public transportation purposes or for use of citizens as a road, said surplus being more particularly described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, in accordance with V.T.C.A., Transportation Code, Chapter 202, Subchapter B, the Texas Transportation Commission may recommend the sale or exchange of surplus right of way to abutting landowners; and

WHEREAS, James E. Stiba and wife, Mary A. Stiba, are the abutting landowners of the surplus land and the owners of other land needed for highway purposes and have conveyed to the State the new right of way; and

WHEREAS, the Texas Transportation Commission has determined $8,625.00 to be a fair and reasonable value of the State's rights, title and interest in said surplus land and at its meeting on January 27, 2000, as shown by the official minutes of the Texas Transportation Commission, passed Minute No. 108101 recommending, subject to approval by the Attorney General, that the Governor of Texas execute a proper instrument conveying to

JAMES E. STIBA AND WIFE, MARY A. STIBA

all of the State's rights, title and interest in the aforementioned surplus land for a cash consideration of EIGHT THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($8,625.00), as authorized by V.T.C.A., Transportation Code, Chapter 202, Subchapter B;

NOW, THEREFORE, I, GEORGE W. BUSH, GOVERNOR OF THE STATE OF TEXAS, by virtue of the power vested in me by law and in accordance with the laws of the State of Texas, for and in consideration of the sum of EIGHT THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($8,625.00), to the State of Texas in hand paid by grantees herein, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien is retained, either express or implied, have RELEASED, REMISED and QUITCLAIMED and do by these presents RELEASE, REMISE and QUITCLAIM unto

JAMES E. STIBA AND WIFE, MARY A. STIBA

all of the State's rights, title and interest in and to that certain tract or parcel of land situated in Williamson County, Texas, which is more particularly described in Exhibit A, attached hereto and made a part hereof.

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This quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the State. In addition, this quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

**THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEES ACKNOWLEDGE THAT THEY HAVE NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEES ACKNOWLEDGE AND AGREE THAT THEY HAVE INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPT QUITCLAIM TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT THEY ARE RELYING ON THEIR OWN EXAMINATION OF THE PROPERTY.**

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto said James E. Stiba and wife, Mary A. Stiba, their heirs and assigns forever.

IN TESTIMONY WHEREOF, I have caused the Seal of the State to be affixed.

Executed this the 13th day of February 2000.

Attest:

Elton Bomer
Secretary of State

for

GEORGE W. BUSH
GOVERNOR OF TEXAS

Recommended for Approval:

Charles W. Heald, P.E.
Executive Director

Approved:

John Cornyn
Attorney General

By: Jack McGaffey
Jack McGaffey
Assistant Attorney General

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**EXHIBIT A**

| | |
|---|---|
| **County:** | Williamson |
| **Parcel No:** | Surplus Right-of-Way Tract 1 |
| **Highway:** | F.M. 973 |
| **Limits:** | From: Travis County Line |
| | To: F.M. 1660 |
| **C.S.J.:** | 1200-01-01 |

**Field Note Description for Surplus Right-of-Way Tract 1**

A DESCRIPTION OF A 1.725 ACRE TRACT OF LAND LOCATED IN THE JOHN C. DUVAL SURVEY ABSTRACT NO. 177 IN WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT CALLED 3.40 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO THE STATE OF TEXAS AS RECORDED IN VOLUME 361, PAGE 110 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.725 ACRE TRACT BEING LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF F.M. 973 AND F.M. 1660, AS SHOWN ON A SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set at the intersection of the proposed east right-of-way line of F.M. 973 with the existing east right-of-way line of F.M. 973 for the southerly corner hereof, being in the northwest line of that called 36.527 acre tract described as First Tract in the deed to James E. Stiba and wife, Mary A. Stiba, as recorded in Volume 720, Page 1 of the Deed Records of Williamson County, Texas, and in the southeast line of said 3.40 acre State of Texas Tract, same being 68.42 feet right of F.M. 973 Survey Baseline "G" Station 1555 + 85.66, from which point a 1/2-inch iron rod found for an angle point in said existing east right-of-way line of F.M. 973, being the northwest corner of said 36.527 acre tract and an interior corner of said 3.40 acre tract, bears S 52° 03' 03" W, a distance of 29.29 feet;

1. **THENCE** with said proposed east right-of-way line of F.M. 973 crossing said 3.40 acre tract, N 09° 10' 39" E, at a distance of 60.25 feet passing a TxDOT Type II right-of-way monument set at 66.97 feet right of F.M. 973 Survey Baseline "G" P. C. Station 1556 + 45.90, and continuing for a total distance of 388.74 feet to a TxDOT Type II right-of-way monument set at the intersection with the proposed south right-of-way line of F.M. 1660 for the northwest corner hereof, being 66.10 feet right of F.M. 973 Survey Baseline "G" Station 1559 + 71.57 and being 253.31 feet right of F.M 1660 Proposed Alignment Station 413+92.28;

2. **THENCE** with said proposed south right-of-way line of F.M. 1660 continuing to cross said 3.40 acre tract, S 84° 54' 47" E, a distance of 387.55 feet to a TxDOT Type I right-of-way monument found for the most northern northwest corner of that Cemetery tract described as an exclusion in the deed to



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Tom Stiba in Volume 331, Page 572 of the Deed Records of Williamson County, Texas, being an interior corner of said 3.40 acre tract and being 131.67 feet right of F.M. 1660 Proposed Alignment Station 417 + 57.45;

3. **THENCE** with the northwest line of said Cemetery tract and the northwest line of said 36.527 acre tract, being the southeast line of said 3.40 acre tract, S 52° 03' 03" W, at a distance of 39.35 feet passing a 1/2-inch iron pipe found for the most western northwest corner of said Cemetery tract, and continuing for a total distance of 568.16 feet to the **POINT OF BEGINNING** and containing 1.725 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 27.

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

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 19th day of April, 1996 A.D.

SURVEYING AND MAPPING, Inc.
4029 Capital Of Texas Hwy., So. Suite 125
Austin, Texas 78704

Michael R. Hatcher
Registered Professional Land Surveyor
No. 4259 - State of Texas

STATE OF TEXAS
REGISTERED
MICHAEL R. HATCHER
4259
PROFESSIONAL
LAND SURVEYOR

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

03-21-2000 02:58 PM 2000017159
MILLER $15.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FN 0331
James E. Stiba
15500 F.M. 1660
Taylor, Tx. 76574

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The Property

- R403757
- R019141
- R019132



# AFFIDAVIT OF MARY A. STIBA IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION

Before me, the undersigned authority, on this day personally appeared, Mary A. Stiba, who under oath stated as follows:

1. My name is Mary A. Stiba. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 15500 FM 1660, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: The Estate of James E. Stiba and Mary A. Stiba. The Estate of James E. Stiba, of which I am the executrix, owns 50% interest in the Property. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Mary A Stiba

Mary A. Stiba

Sworn and subscribed to before me on this the 21 day of September, 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

© Cobb & Johns PLLC

S A N D
E R S B
A J W A

**EXHIBIT**
**A-24**

Sanders Bajwa LLP
919 Congress Ave.
Suite 1305
Austin, Texas 78701

512.535.5207
sandersbajwa.com

September 18, 2023

**Via Hand Delivery**

Dianna McClean, City Clerk
City of Taylor
Taylor City Hall
400 Porter Street
Taylor, TX 76574

Re: Petition Requesting Release from Extraterritorial Jurisdiction

Dear Ms. McClean,

Enclosed for filing with the City, and consideration by the City Council, is an original and one copy of the Petition Requesting Release from Extraterritorial Jurisdiction. For reference, this petition relates to the following Williamson County tax parcel: **R019254**.

Ownership information is included as an exhibit to the petition to assist with your verification of the petition pursuant to Section 42.105 of the Texas Local Government Code.

Please let us know if you have any questions regarding this petition, and please file stamp the original and return copy for our records.

Sincerely,

Yusuf A. Bajwa

**PETITION REQUESTING RELEASE FROM EXTRATERRITORIAL JURISDICTION PURSUANT TO LOCAL GOVERNMENT CODE § 42.102**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:

The undersigned ("*Petitioner*"), acting pursuant to the provisions of Section 42.102(b), Local Government Code, respectfully petitions the City Council of the City of Taylor, Texas (the "*City*"), for the release of its land from the City's extraterritorial jurisdiction, which is legally described on **Exhibit "A"**, attached hereto and incorporated herein for all purposes (the "*Land*"), and, in support thereof, would show the following:

I.

Petitioner holds sole title to the Land and is an owner of a majority of value in the Land, as indicated by the tax rolls of the Williamson County Central Appraisal District (Property ID **R019254**), attached as **Exhibit "B."** In accordance with Local Government Code § 42.104(a)(2), this petition is signed by a holder of a majority in value of the 72.4-acre Property.

II.

The map and legal description of the Land is attached as **Exhibit "A."** The Land is within the extraterritorial jurisdiction of the City.

III.

Petitioner, by submission of this petition, requests the City's consent for Petitioner's Land to be released from the City's extraterritorial jurisdiction because all applicable requirements of Chapter 42 of the Local Government Code have been met.

WHEREFORE, Petitioner requests that this petition be properly filed and verified by the City Clerk or City Secretary as provided by law, and that it be considered by the City Council, and that the City Council adopt an ordinance releasing the Land from the City's extraterritorial jurisdiction.

DATED September 11, 2023.

**CSW TAYLOR 973, LP,**

a Texas limited partnership

By: CSW Manager, LLC,
a Texas limited liability company,
its sole general manager

By: _____
Robert O'Farrell
DOB: 12/14/1978
1703 W. 5th St., Suite 850
Austin, TX 78703

Date: 9.18.23

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 18th day of Sept, 2023 by Robert O'Farrell, Manager of CSW Manager, LLC, a Texas limited liability company, the general manager of CSW Taylor 973, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

SHANNON LEE TAYLOR
Notary Public, State of Texas
Comm. Expires 03-29-2026
Notary ID 10744849

Shannon L. Taylor
Notary Public Signature

# EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR 2 TRACTS OF LAND TOTALING 74.846 ACRES OF LAND. TRACT ONE BEING 72.402 ACRES OF LAND MORE OR LESS AND TRACT TWO BEING 2.444 ACRES OF LAND MORE OR LESS SITUATED IN THE HOUSTON TAP AND BRAZORIA RAILROAD SURVEY, NO. 3, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, SAID TRACT ONE AND SAID TRACT TWO BEING REMNANT PORTIONS OF THE CALLED 83-1/3 ACRE TRACT OF LAND CONVEYED TO LARRY HAMANN, RECORDED IN VOLUME 1751, PAGE 953 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 72.402 ACRE TRACT-ONE AND SAID 2.444 ACRE-TRACT TWO BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT ONE

BEGINNING at a TxDOT Type I monument found on the northeast corner of the southeasterly remnant portion of said 83-1/3 acre Hamann tract and the most easterly southeast corner of the called 8.608 acre tract of land conveyed to the State of Texas, recorded in Volume 426, Page 364 of the Deed Records of Williamson County, Texas, same being an angle point on the west boundary line of the called 35.944 acre tract of land conveyed to Betty Fleming Daughtry, Trustee of the Betty Fleming Daughtry Revocable Trust, recorded in Document No. 2012007401 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of County Road 404 (variable width right-of-way), for the northeast corner and POINT OF BEGINNING hereof, from which a TxDOT Type I monument found on a point in the east boundary line of said 8.608 acre State of Texas tract and the northwest corner of said 35.944 acre Daughtry tract, same being on an angle point in said south right-of-way line of County Road 404, bears N 08°08'59" E for a distance of 69.86 feet;

THENCE, with the easterly boundary line of said remnant portion of the 83-1/3 acre Hamann tract and the westerly boundary line of said 35.944 acre Daughtry tract, the following three (3) courses and distances:

1. S 07°50'28" W for a distance of 603.79 feet to a wood fence corner post found,
2. N 83°24'55" W for a distance of 1157.36 feet to a 1/2" iron rod set with cap marked "Diamond Surveying";

3. S 06°59'16" W for a distance of 1389.15 feet to a PK nail found in wood fence post on the southeast corner of said 83-1/3 acre Hamann tract and the southwest corner of said 35.944 acre Daughtry tract, same being on the north boundary line of the called 66.307 acre tract of land conveyed to Danny J. Mikulencak, recorded in Document No. 2008045906 of the Official Public Records of Williamson County, Texas, for the southeast corner hereof, from which a 1/2" iron pipe found monumenting the southeast corner of said 35.944 acre Daughtry tract, bears S 83°01'44" E for a distance of 855.77 feet, and from said PK nail found in wood fence post, an iron rod found with cap marked "RPLS 4249" bears S 42°46'36" E for a distance of 0.54 feet;

THENCE, N 82°30'51" W with the south boundary line of said 83-1/3 acre Hamann tract and said north boundary line of the 66.307 acre Mikulencak tract for a distance of 1270.95 feet to a TxDOT Type II monument found on the southwest corner of said southeasterly remnant portion of the 83-1/3 acre Hamann tract, and the southeast corner of the called 2.953 acre tract of land conveyed to the State of Texas, recorded in Volume 1717, Page 533 of the Official Records of Williamson County, Texas, same being on the existing east right-of-way line of F.M. 973 (200' right-of-way width), for the southwest corner hereof, from which an iron rod found with aluminum cap marked "TXDOT" on the apparent northwest corner of said 66.307 acre Mikulencak tract and the northeast corner of the called 2.814 acre tract of land conveyed to the State of Texas, recorded in Document No. 9728698 of the Official Records of Williamson County, Texas, same being on said east right-of-way line of F.M. 973, bears S 80°33'30" W for a distance of 0.96 feet;

THENCE, N 07°27'16" E with the west boundary line of said southeasterly remnant portion of the 83-1/3 acre Hamann tract, the east boundary line of said 2.953 acre State of Texas tract and said existing east right-of-way line of F.M. 973 for a distance of 1436.84 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the north corner of said 2.953 acre State of Texas tract, same being on the curving south boundary line of said 8.608 acre State of Texas tract, same being on the original curving south right-of-way line of F.M. 973, for the northwest corner hereof, from which a 1/2" iron rod set with cap marked "Diamond Surveying" on the south corner of said 2.444 acre Tract Two herein described, same being on said existing east right-of-way line of F.M. 973, same being on the curving north boundary line of said 8.608 acre State of Texas tract, same being on the curving original north right-of-way line of F.M. 973, same being on the southeast corner of the called 1.594 acre tract of land conveyed to State of Texas, recorded in Volume 1717, Page 536 of the Official Records of Williamson County, Texas, bears N 07°27'16" E for a distance of 168.30 feet;

THENCE, with the north boundary line of said southeasterly remnant portion of the 83-1/3 acre Hamann tract and said south boundary line of the 8.608 acre State of Texas tract, same being with said original south right-of-way line of F.M. 973, with a curve to the right an arc length of 1032.76 feet, said curve having a radius of 1106.28 feet, a delta angle of 53°29'17" and a chord which bears N 58°48'37" E for a distance of 995.66 feet to a 1/2" iron rod found (bent) on the existing south right-of-way line of County Road 404, from which a 1/2" iron rod set with cap marked "Diamond Surveying" on the east corner of said 2.444 acre Tract Two herein described, same being on an angle point in said north boundary line of the 8.608 acre State of Texas tract, same being on existing south right-of-way line of County Road 404, same being on said curving original north right-of-way line of F.M. 973, bears N 76°23'31" W for a distance of 205.74 feet;

THENCE, with said north boundary line of the southeasterly remnant portion of the 83-1/3 acre Hamann tract, said south boundary line of said 8.608 State of Texas tract and said existing south right-of-way line of County Road 404, the following four (4) courses and distances:

1. S 86°06'02" E for a distance of 229.03 feet to a 1/2" iron rod set with cap marked "Diamond Surveying";

2. S 82°35'44" E for a distance of 161.33 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", from which a TxDOT Type I monument found, bears S 81°58'49" E for a distance of 0.57 feet;

3. S 51°37'54" E for a distance of 116.61 feet to a 1/2" iron rod set with cap marked "Diamond Surveying";

4. S 82°22'53" E for a distance of 1153.34 feet to the POINT OF BEGINNING hereof and containing 72.402 acres of land more or less.

**TRACT TWO**

BEGINNING at a TxDOT Type II monument found on the northwest corner of the northwesterly remnant portion of said 83-1/3 acre Hamann tract and the northeast corner of the called 1.594 acre tract of land conveyed to the State of Texas, recorded in Volume 1717, Page 538 of the Official Records of Williamson County, Texas, same being on the intersection of the existing east right-of-way line of F.M. 973 and the south right-of-way line of County Road 404 (65' right-of-way width in this area), for the northwest corner and

POINT OF BEGINNING hereof, from which a TxDOT Type I monument found on the southwest corner of the called 65.120 acre tract of land conveyed to An V. Vu and My-Hoa T. Ho, husband and wife, and Hung Nguyen and Myhlen Ho, husband and wife, recorded in Document No. 2007002705 of the Official Public Records of Williamson County, Texas, same being on the intersection of said east right-of-way line of F.M. 973 and the north right-of-way line of said County Road 404, bears N 07°05'57" E for a distance of 65.56 feet;

THENCE, S 82°30'45" E with the north boundary line of said northwesterly remnant portion of the 83-1/3 acre Hamann tract and said south right-of-way line of County Road 404 for a distance of 573.10 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", on the east corner of said northwesterly remnant portion of the 83-1/3 acre Hamann tract, same being on the an angle point on the north boundary line of the called 8.608 acre tract of land conveyed to the State of Texas, recorded in Volume 426, Page 364 of the Deed Records of Williamson County, Texas, same being on the curving original north right-of-way line of said F.M. 973, for the east corner hereof, from which a 1/2" iron rod found bent on an angle point in the north boundary line of said 72.402 acre Tract One herein described, same being on the south boundary line of said 8.608 acre State of Texas tract, same being on said south right-of-way line of County Road 404, same being on the original south right-of-way line of said F.M. 973, bears S 76°23'31" E for a distance of 205.74 feet;

THENCE, with the south boundary line of said northwesterly remnant portion of the 83-1/3 acre Hamann tract, said north boundary line of the 8.608 acre State of Texas tract and said original north right-of-way line of F.M. 973 with a curve to the left an arc length of 757.60 feet, said curve having a radius of 1186.28 feet, a delta angle of 36°35'10" and a chord which bears S 57°46'12" W for a distance of 744.69 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the south corner of said northwesterly remnant portion of the 83-1/3 acre Hamann tract and the southeast corner of said 1.594 acre State of Texas tract, same being on said existing east right-of-way line of F.M. 973, for the south corner hereof, from which a 1/2" iron rod set with cap marked "Diamond Surveying" on the northwest corner of said 72.402 acre Tract One herein described, same being on the curving said original south right-of-way line of F.M. 973, same being on said existing east right-of-way line of F.M. 973, same being on the north corner of the called 2.953 acre tract of land conveyed to State of Texas, recorded in Volume 1717, Page 533 of the Official Records of Williamson County, Texas, bears S 07°27'16" W for a distance of 168.30 feet;

THENCE, N 07°27'16" E with the west boundary line of said northwesterly remnant portion of the 83-1/3 acre Hamann tract, the east boundary line of said 1.594 acre State of Texas tract and said existing east right-of-way line of F.M. 973 for a distance of 475.86 feet to the POINT OF BEGINNING hereof and containing 2.444 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

November 30, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

Z:\LAND TITLES\CR 404 3800 TAYLOR 2021-160\11-30-21 CR 404 3800 TAYLOR M&B.doc



*[map on following page]*

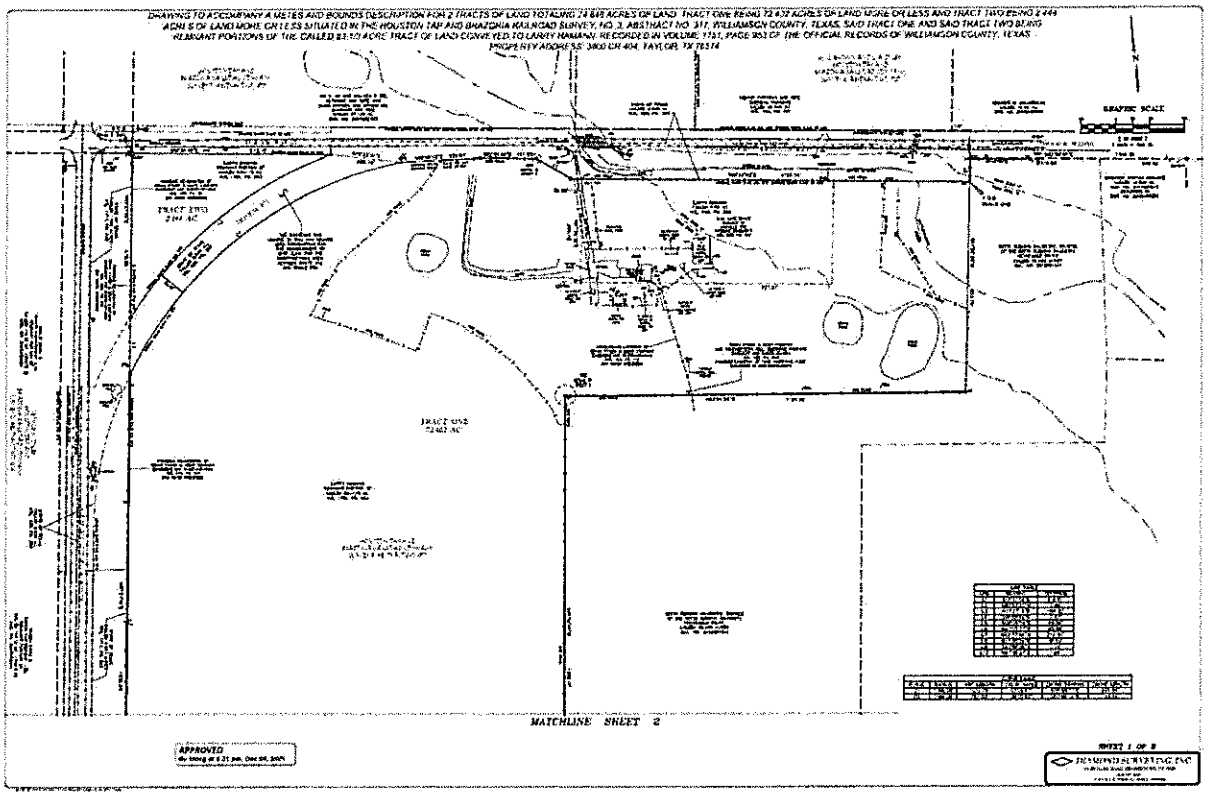
DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR 2 TRACTS OF LAND TOTALING 74.848 ACRES OF LAND TRACT ONE BEING 72.432 ACRES OF LAND MORE OR LESS AND TRACT TWO BEING 2.444 ACRES OF LAND MORE OR LESS SITUATED IN THE HOUSTON TAP AND BRAZORIA RAILROAD SURVEY, NO. 3, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, SAID TRACT ONE AND SAID TRACT TWO BEING RELEVANT PORTIONS OF THE CALLED 83.10 ACRE TRACT OF LAND CONVEYED TO LARRY HAMANN, RECORDED IN VOLUME 1751, PAGE 953 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 3800 CR 404, TAYLOR, TX 76574
GRAPHIC SCALE
TRACT TWO
TRACT ONE
MATCHLINE SHEET 2
APPROVED
SHEET 1 OF 2

**EXHIBIT B**

WILLIAMSON COUNTY TAX ASSESSOR COLLECTOR

| Property | Owner | Property Address | Tax Year | 2022 Assessed Value |
|---|---|---|---|---|
| R019254 | CSW TAYLOR 973 LP | 3800 CR 404 TAYLOR 76574 | 2022 | $306,264 |

## 2022 GENERAL INFORMATION

| | |
|---|---|
| Property Status | Active |
| Property Type | Real |
| Legal Description | AW0317 AW0317 - H.t. & B.r.r. Co. Sur., ACRES 72.402 |
| Neighborhood | - |
| Account | R-13-3000-0803-00002 |
| Map Number | - |

## 2022 OWNER INFORMATION

| | |
|---|---|
| Owner Name | CSW TAYLOR 973 LP |
| Owner ID | |
| Exemptions | Agriculture Use |
| Percent Ownership | 100% |
| Mailing Address | 1703 W 5TH ST STE 850 AUSTIN, TX 78703 |
| Agent | - |

## 2022 VALUE INFORMATION

**MARKET VALUE**

| | |
|---|---|
| Improvement Homesite Value | $229,788 |
| Improvement Non-Homesite Value | $900 |
| Total Improvement Market Value | $230,688 |
| Land Homesite Value | $55,565 |
| Land Non-Homesite Value | $0 |
| Land Agricultural Market Value | $3,967,467 |
| Total Land Market Value | $4,023,032 |
| Total Market Value | $4,253,720 |

**ASSESSED VALUE**

| | |
|---|---|
| Total Improvement Market Value | $230,688 |
| Land Homesite Value | $55,565 |
| Land Non-Homesite Value | $0 |
| Agricultural Use | $20,011 |
| Timber Use | $0 |
| Total Appraised Value | $286,253 |
| Homestead Cap Loss | -$0 |
| Total Assessed Value | $306,264 |

## 2022 ENTITIES & EXEMPTIONS

Special Exemptions **AG - Agriculture Use**

| TAXING ENTITY | EXEMPTIONS | EXEMPTIONS AMOUNT | TAXABLE VALUE | TAX RATE PER 100 | TAX CEILING |
|---|---|---|---|---|---|
| GWI- Williamson CO | | $0 | $306,264 | 0.338116 | 0 |
| RFM- Wmsn CO FM/RD | | $0 | $306,264 | 0.037492 | 0 |
| STA- Taylor ISD | | $0 | $306,264 | 1.2854 | 0 |
| W13- Lower Brushy Cr WC&ID | | $0 | $306,264 | 0.017374 | 0 |
| TOTALS | | | | 1.678382 | |

## VALUE HISTORY

| YEAR | IMPROVEMENT | LAND | MARKET | AG MARKET | AG USE | APPRAISED | HS CAP LOSS | ASSESSED |
|---|---|---|---|---|---|---|---|---|
| 2021 | $179,622 | $12,453 | $192,075 | $968,593 | $18,151 | $210,226 | $17,691 | $192,535 |
| 2020 | $151,481 | $7,084 | $158,565 | $551,023 | $13,416 | $171,981 | $0 | $171,981 |
| 2019 | $159,298 | $7,500 | $166,798 | $583,373 | $17,045 | $183,843 | $7,961 | $175,882 |
| 2018 | $150,441 | $5,797 | $156,238 | $450,908 | $24,566 | $180,804 | $11,759 | $169,045 |
| 2017 | $126,244 | $5,182 | $131,426 | $403,072 | $25,929 | $157,355 | $0 | $157,355 |

SALES HISTORY

| DEED DATE | SELLER | BUYER | INSTR # | VOLUME/PAGE |
|---|---|---|---|---|
| 12/30/2021 | HAMANN, LARRY | CSW TAYLOR 79 LP | - | |

DISCLAIMER

When using the online property tax payment option, there is a $1.50 fee for all e-checks and a 2.15% fee for all credit card transactions. The vendor fees associated with credit card transactions and e-checks are passed along to the credit card or e-check users and are not paid by the Williamson County budget. Payments made using this service may take approximately 5-7 business days to post in our system and will show the date paid as the original payment date. If you received a tax bill and you have an escrow account, proper notification may not have been received from your mortgage company's tax service. Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by County staff from a variety of sources, and is subject to change without notice. The Williamson County Tax Office makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. Williamson County Tax Office reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Williamson County Tax Office shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information.

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EXHIBIT
A-25

September 1, 2023

*Via; Email and Certified Mail, RRR*
City of Taylor
Attn: City Clerk
400 Porter St.
Taylor, Texas 76574

RE: Petition for the Release of Land from the City of Taylor, Texas (the "*City*") Extraterritorial Jurisdiction

Dear Ms. McLean:

As you may know, Section 42.102 of the Texas Local Government Code (as added by Senate Bill 2038 in the 88th Texas Legislature, Regular Session, effective September 1, 2023 (the "*Act*")) permits a resident of an area in the City's extraterritorial jurisdiction to file a petition with the City for the area to be released from the City's extraterritorial jurisdiction. In accordance with the provisions of the Act, please find enclosed a Petition for the Release of Land from the City of Taylor's Extraterritorial Jurisdiction (the "*Petition*").

Pursuant to Section 42.105, the Petition shall be verified by the City Secretary of the City or other person responsible for verifying signatures. If upon conclusion of this review, the City determines that the Petition contains the number of signatures required under Section 42.104, the City shall notify (i) the residents and landowners of the area described by the Petition, or (ii) the person who filed the Petition, of the results thereof, and the Land (defined in the Petition) shall be immediately released from the City's extraterritorial jurisdiction.

Please note that if the City fails to take timely action to release the Land, then the Land shall be released by operation of law in accordance with Section 42.105(d).

Please do not hesitate to reach out if you have any questions.

Sincerely,

AE San Marcos, LLC, a Texas limited liability company

By: 9000 SH130, LLC, a Texas limited liability company, its Manager

By: CQ Properties, LLC, a Texas limited liability company, its Manager

By: _____
Ruben Cortez, Manager,
*On behalf of the Petitioners*

(Enclosures)

cc via email:
Brian LaBorde brian.laborde@taylortx.gov
Forrest Jinks fjinks@altusequity.com
Talley Williams twilliams@mwswtexas.com
Michele Lynch mlynch@mwswtexas.com
Hunter Jackson hjackson@mwswtexas.com

PETITION FOR THE RELEASE OF LAND FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
§
CITY OF TAYLOR §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TAYLOR

The undersigned petitioners (the "*Petitioners*"), acting pursuant to the provisions of Chapter 42, Texas Local Government Code (as amended, the "*Act*"), request that the City of Taylor, Texas (the "*City*"), release the territory described in **Exhibit A**, attached hereto (the "*Land*") from the City's extraterritorial jurisdiction, and in support of this petition (this "*Petition*") the Petitioner would present the following:

Section 1. Standing of Petitioners. Pursuant to Section 42.102 of the Act, Petitioners are (1) a resident of the Land, or (2) the owner or owners of the majority in value of the Land, which consists of one or more parcels of land in the City's extraterritorial jurisdiction.

Section 2. Petition Requirements. Pursuant to Section 42.104(a) of the Act, the signers of this Petition constitute: (i) more than 50 percent of the registered voters of the Land as of the date of the preceding uniform election date; or (ii) a majority in value of the holders of title of the Land, as indicated by the tax rolls of the Williamson Central Appraisal District.

Section 3. Signatures. The signature requirements of Section 1 were satisfied not later than the 180th day after the date the first signature for this Petition was obtained.

Section 4. Land to be Released. The boundaries of the Land to be released from the City's extraterritorial jurisdiction are depicted and described on Exhibit A, attached hereto.

The signers of this Petition request the Land be released from the City's extraterritorial jurisdiction and that this Petition will be filed with the City Secretary of the City in support thereof.

Dated: September 1, 2023

[*Signature(s) on following page*]

**PETITIONER:**

AE San Marcos, LLC, a Texas limited liability company

By: 9000 SH130, LLC, a Texas limited liability company, its Manager

By: CQ Properties, LLC, a Texas limited liability company, its Manager

Date: 9-1-2023

By: _____
Ruben Cortez, Manager

Date of Birth:

04/01/1969

Residence Address:

3413 Vintage Dr.
Round Rock, TX 78664

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this 18th day of September 2023, by Ruben Cortez, the Manager of CQ Properties, LLC, a Texas limited liability company, the Manager of 9000 SH130, LLC, a Texas limited liability company, the Manager of AE San Marcos, LLC, a Texas limited liability company, on behalf of said entities.

_____
Notary Public, State of Texas

(SEAL)

ALICIA MONTEY
My Notary ID # 125762655
Expires November 21, 2023

**PETITIONER:**

Taylor Ind Park 1 Holdings, LLC,
a Texas limited liability company

By: CQ Properties, LLC, a Texas limited liability company, its Manager

Date: 9-1-2023

By: _____
Ruben Cortez, Manager

Date of Birth:

04/01/1969

Residence Address:

3413 Vintage Dr.
Round Rock, TX 78664

THE STATE OF TEXAS §
§
COUNTY OF Williamson

This instrument was acknowledged before me on this 1st day of September, 2023, by Ruben Cortez, the Manager of CQ Properties, LLC, a Texas limited liability company, the Manager of Tayor Ind Park 1 Holdings, LLC, a Texas limited liability company, on behalf of said entities.

(SEAL)

ALICIA MONTEY
My Notary ID # 125762655
Expires November 21, 2023

_____
Notary Public, State of Texas

**PETITIONER:**

Taylor Site Three, LLC, a Texas limited liability company

By: AE San Marcos, LLC, a Texas limited liability company, its Manager

By: CQ Properties, LLC, a Texas limited liability company, its Manager

Date: 9-1-2023

By: _____
Ruben Cortez, Manager

Date of Birth:

04/01/1969

Residence Address:

3413 Vintage Dr.
Round Rock, TX 78664

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this 1st day of September, 2023, by Ruben Cortez, the Manager of CQ Properties, LLC, a Texas limited liability company, the Manager of AE San Marcos, LLC, a Texas limited liability company, the Manager of Taylor Site Three, LLC, a Texas limited liability company, on behalf of said entities.

(SEAL)

ALICIA MONTEY
My Notary ID # 125762655
Expires November 21, 2023

_____
Notary Public, State of Texas

**PETITIONER:**

Arrowhead RE Properties, LLC a Texas limited liability company

By: CQ Properties, LLC, a Texas limited liability company, its Manager

Date: 9-1-2023

By: _____
Ruben Cortez, Manager

Date of Birth:

04/01/1969

Residence Address:

3413 Vintage Dr.
Round Rock, TX 78664

THE STATE OF TEXAS §
§
COUNTY OF Williamson

This instrument was acknowledged before me on this 1st day of September, 2023, by Ruben Cortez, the Manager of CQ Properties, LLC, a Texas limited liability company, the Manager of Arrowhead RE Properties, LLC, a Texas limited liability company, on behalf of said entities.

_____
Notary Public, State of Texas

(SEAL)

ALICIA MONTEY
My Notary ID # 125762655
Expires November 21, 2023

**Exhibit A**

The Land



NORTHWEST CORNER OF HEREIN DESCRIBED TRACT AND THE SOUTHERLY LINE OF SAID "38.18 ACRES";

**THENCE NORTH 50°24'13" EAST** WITH THE NORTH LINE OF SUBJECT TRACT AS FENCED GENERALLY ALONG A BARBED WIRE FENCE BEING THE UPPER SOUTH LINE OF SAID "38.18 ACRES", A DISTANCE OF **810.30 FEET** TO THE **POINT OF BEGINNING**, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF 47.699 ACRES.

STATE OF TEXAS
COUNTY OF WILLIAMSON

SEPTEMBER 2021

**EXHIBIT "A"**
**METES AND BOUNDS DESCRIPTION**
**10.348 ACRES**

These notes describe a certain parcel of land containing 10.348 acres, situated in the JAMES C. EAVES SURVEY, A-213, located in Williamson County, Texas; subject tract being over and across that 81.803-acre tract described in deed to AE San Marcos, LLC as recorded under Document Number 2019125717 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T) said 10.348-acre tract being referred to hereinafter as the above referenced tract of land and further being more particularly described with all coordinates, bearings, distances and areas being grid, referenced to the Texas Coordinate System of 1983, Central Zone in U.S. Survey Feet as derived from a Global Positioning System (G.P.S) survey performed under the direct supervision of James E. Grant, Registered Professional Land Surveyor No. 4742, during the month of July, 2021, as follows:

**BEGINNING** at a 1/2-inch-diameter iron rod found marking the north line of County Road 395 (C.R. 395), the southwest corner of said 81.803-acre tract and the lower Southeast corner of that 38.18-acre tract described in deed to Jeran J. Hooten as recorded in Volume 1337, Page 812 of the Official Records of Williamson County, Texas (O.R.W.C.T.), from which a 1/2-inch-diameter iron rod found marking the southwest corner of said 38.18-acre tract bears S 68°19'22" West, a distance of 29.62 feet;

**THENCE** N 21°16'32" W, with the common line between said 81.803-acre tract and said 38.18-acre tract, a distance of 1543.79 feet;

**THENCE** N 69°03'36" E, a distance of 663.60 feet;

**THENCE** S 20°56'24" E, a distance of 638.39 feet;

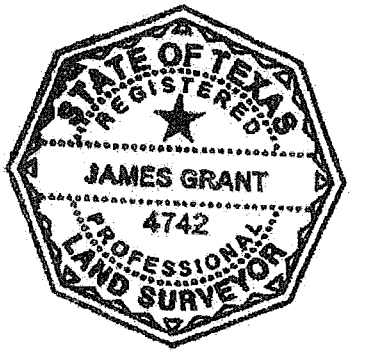
**THENCE** S 68°43'31" W, a distance of 629.84 feet;

**THENCE** S 21°16'32" E, a distance of 901.46 feet to a 1/2-inch-diameter iron rod with orange cap stamped "BTS" found marking the southeast corner of the above referenced tract of land, the north line of said C.R. 395 and the south line of said 81.803-acre tract;

**THENCE** S 68°36'15" W, with the south line of said 81.803-acre tract and said north line, a distance of 30.00 feet to the **POINT OF BEGINNING,** containing according to the dimensions herein stated, an area of 10.348 acres, more or less.

9/30/2021

James E. Grant, RPLS 4742 — Date
P.O. Box 6493
Round Rock, TX 78683
(817) 600-1806

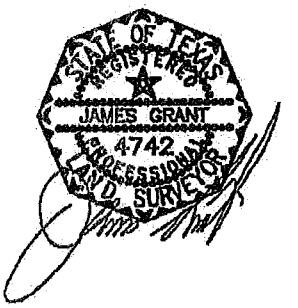


THENCE N50°24'13"E, WITH THE NORTH LINE OF SAID 81.803-ACRE TRACT, A DISTANCE OF 736.03 FEET TO A 1/2-INCH-DIAMETER IRON ROD SET MARKING NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT;

THENCE S20°56'24"E, A DISTANCE OF 1682.58 FEET TO A 1/2-INCH-DIAMETER IRON ROD SET MARKING AN ANGLE CORNER OF THE ABOVE REFERENCED TRACT;

THENCE S00°00'30"W, A DISTANCE OF 787.97 FEET TO A 1/2-INCH-DIAMETER IRON ROD SET MARKING THE SOUTHEAST CORNER OF THE ABOVE REFERENCED TRACT, BEING A POINT ON THE NORTH LINE OF SAID C.R. 395 AND THE SOUTH LINE OF SAID 81.803-ACRE TRACT;

THENCE S68°36'15"W, WITH THE SOUTH LINE OF SAID 81.803-ACRE TRACT AND SAID NORTH LINE, A DISTANCE OF 32.22 FEET TO THE POINT OF BEGINNING, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF 13.239 ACRES, 576,704 SQUARE FEET, MORE OR LESS.



STATE OF TEXAS
COUNTY OF WILLIAMSON

SEPTEMBER 2021

**EXHIBIT "A"**
**METES AND BOUNDS DESCRIPTION**
**10.560 ACRES**

Description of parcel of land containing 10.560 acres, situate in the JAMES C. EAVES SURVEY, Abstract Number 213 in Williamson County, Texas; said 10.560 being part of that 81.803-acre tract described in deed to AE San Marcos, LLC as recorded under Document Number 2019125717 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T), said 10.560-acre tract being referred to hereinafter as the above referenced tract of land and further being more particularly described with all coordinates, bearings, distances and areas being grid, referenced to the Texas Coordinate System of 1983, Central Zone in U.S. Survey Feet as derived from a Global Positioning System (G.P.S) survey performed under the direct supervision of James E. Grant, Registered Professional Land Surveyor No. 4742, during the month of July, 2021, as follows:

**BEGINNING** at a 1/2-inch-diameter iron rod with orange cap stamped "BTS" found marking the Southwest corner of the above referenced tract of land, the south line of said 81.803-acre tract and the north line of County Road 395 (C.R. 395) from which a 12-inch-diameter iron rod found marking the lower southeast corner of that 38.18-acres described in deed to Jeran J. Hooten as recorded in Volume 1337, Page 812, Official Records of Williamson County Texas (O.R.W.C.T.), bears S 68°36'15" West, a distance of 30.00 feet;

**THENCE** N 21°16'32" W, parallel with and 30.00 feet easterly of the common line between said 81.803-acre tract and said "38.18-acre tract and the west line of subject tract, a distance of 901.46 feet to a 1/2-inch-diameter iron rod with orange cap stamped "BTS" found marking the northwest corner of same;

**THENCE** N 68°43'31" E, a distance of 629.84 feet;

**THENCE** S 20°56'24" E, a distance of 160.73 feet;

**THENCE** S 00°00'30" W, a distance of 794.18 feet to a point on the south line of said "81.803 Acres", also being a point on said north margin of said County Road 395;

**THENCE** S 68°36'15" W, a distance of 340.62 feet to the **POINT OF BEGINNING**, containing according to the dimensions herein stated, an area of 10.560 acres, more or less.

9/30/2021

James E. Grant, RPLS 4742 — Date
P.O. Box 6493
Round Rock, TX 78683
(817) 600-1806

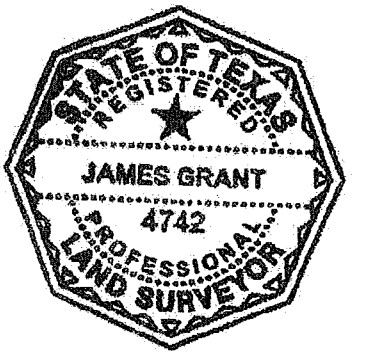


**EXHIBIT**
**A-26**

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 15, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

SEP 21 2023

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. The Betty Fleming Daughtry Revocable Trust ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. The Betty Fleming Daughtry Revocable Trust owns property within the City of Taylor's extraterritorial jurisdiction located at 1594 CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owner hereby Petitions the City of Taylor to release of Owner's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owner's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

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(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

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(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

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COBB & JOHNS

**OWNER NAME: THE BETTY FLEMING DAUGHTRY REVOCABLE TRUST**

By: Donald Roger Clyde
Printed Name

Its: Trustee
Title

Donald Roger Clyde
Signature

1/13/1959
Date of birth

215393723 7
Voter registration number

Williamson
Voter county of registration

2925 Cedar Crest Circle
Residence address Round Rock

9/21/23
Date of signing


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# Exhibit A
## Deed and Property Map

© Cobb & Johns PLLC

DEED 2012007401
4 PGS

# DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THAT BETTY FLEMING DAUGHTRY of Williamson County, Texas (hereinafter referred to as "Grantor") for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) cash and other good and valuable consideration in hand paid by BETTY FLEMING DAUGHTRY, trustee (such trustee hereinafter referred to as "Grantee") of the BETTY FLEMING DAUGHTRY REVOCABLE TRUST (the "Trust"), such Trust having been established under that certain revocable trust agreement dated January 17, 2012, by and between BETTY FLEMING DAUGHTRY, as grantor and as trustee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, all of Grantor's interest in and to the real property together with all improvements situated thereon described on the attached Exhibit "A" (such interest is hereinafter referred to as "Subject Property").

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term Subject Property shall refer to and include the property described in this paragraph.

The conveyance made hereby, and the warranties made hereunder, are made by Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in Williamson County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, subject to the terms and provisions contained herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's heirs, executors,

Unofficial Document

administrators, personal representatives, successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, personal representatives, successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's heirs, executors, administrators, personal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Following the conveyance made by this deed, the BETTY FLEMING DAUGHTRY REVOCABLE TRUST shall own all of the Subject Property.

Taxes for the current year have been prorated and are assumed by Grantee.

EXECUTED on January 17, 2012.

BETTY FLEMING DAUGHTRY, Grantor

ADDRESS OF GRANTEE:

Betty Fleming Daughtry
Trustee of the Betty Fleming Daughtry Revocable Trust
4100 CR 404
Taylor, Texas 76574

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on January 17, 2012, by BETTY FLEMING DAUGHTRY.

AMY A. MCLEAN
Notary Public, State of Texas
My Commission Expires
May 16, 2012

Notary Public, State of Texas

Unofficial Document

STATE OF TEXAS
COUNTY OF WILLIAMSON

September 27, 2006

35.944 Acres

These notes describe that certain tract of land situated in located in the H.T. & B. R.R. CO. SURVEY A-317, located in Williamson County, Texas; subject tract being a part of and out of a called "48.389 Acres" conveyed in a general warranty deed from Curtis L. Schernik, et ux to Eugene Alfred Mundkowsky, et ux as recorded in volume 2308, page 267 of the Official Records of Williamson County (ORWC), subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on September 27, 2006, and being more fully described as follows:

**BEGINNING** at a 4" * 4" concrete monument found in the south right-of-way of County Road No. 404, same being for the upper northwest corner of said "48.389 Acres" and the upper northeast corner of a tract now or formerly owned by Larry Hamann and recorded in volume 1751, page 953, ORWC, being the upper northwest corner of subject tract;

**THENCE South 81°33'07" East** with said the south right-of-way of County Road No. 404, same being for the north line of said "48.389 Acres", a distance of **374.12** feet to a ½" iron rod found (capped) at the northwest corner of a "12.408 Acres" as recorded in document no. 2006080292 of the Official Public Records of Williamson County (OPRWC), being the upper northeast corner of subject tract; found a 1" iron pipe at the northeast corner of said "48.389 Acres" bearing South 81°33'07" East, 927.25 feet;

**THENCE South 05°36'31" West** with the common line of subject tract and said "12.408 Acres", newly fenced, a distance of **580.50 feet** to an old fence post fence corner at the southwest corner of said "12.408 Acres", being an interior corner of said "48.389 Acres" and an exterior corner (as occupied) of a called "50.5 Acres" as recorded in volume 331, page 95 of the Deed Records of Williamson County (DRWC);

**THENCE South 09°15'03" West** with a common line of said "48.389 Acres", and said "50.5 Acres", along an old fence, a distance of **244.67 feet** to a found 1" iron pipe (at fence corner) at an exterior corner of said "48.389 Acres", being for an interior corner of said "50.5 Acres";

**THENCE North 82°30'57" West** with another common line of said "48.389 Acres", and said "50.5 Acres", along an old fence, a distance of **703.61 feet** to a found iron stake (at fence corner) for the lower northwest corner of said "50.5 Acres", being an interior corner of said "48.389 Acres";

**THENCE South 07°54'46" West** with another common line of said "48.389 Acres", and said "50.5 Acres", along an old fence, a distance of **1240.47 feet** to a found 1" iron pipe (at fence corner) at the apparent southwest corner of said "50.5 Acres", same

**EXHIBIT A**

Unofficial Document

being the lower southeast corner of said "48.389 Acres" in a line for the apparent north line of a called "187.3228 Acres" as recorded in document no. 9872963 of said ORWC;

**THENCE North 82°05'14" West** with the non-fenced south line of said "48.389 Acres", same being the apparent north line of said "187.3228 Acres" and a called "72.209 Acres" as recorded in volume 490, page 133, DRWC, a distance of **856.00 feet** (call = 856.00 feet) to a ½" iron rod set (capped) for the southwest corner of said "48.389 Acres", same being the apparent southeast corner of aforementioned "Larry Hamann Tract";

**THENCE North 07°54'46" East** with a common line of said "48.389 Acres", and said "Larry Hamann Tract", along an old treeline, a distance of **1390.00 feet** (call = 1390.00 feet) to a ½" iron rod set (capped) for the lower northwest corner of said "48.389 Acres", same being an apparent interior corner of aforementioned "Larry Hamann Tract";

**THENCE South 82°29'25" East** with another common line of said "48.389 Acres", and said "Larry Hamann Tract", generally north of an existing fence, a distance of **1158.07 feet** to a fence post fence corner for the lower northwest corner of said "48.389 Acres", same being an apparent interior corner of aforementioned "Larry Hamann Tract";

**THENCE North 08°44'42" East** with the upper west line of said "48.389 Acres", same being the apparent upper East line of said "Larry Hamann Tract", along an old fence, passing a 4"*4" concrete monument found at 605.90 feet, and continuing an additional 69.88 feet for a total distance of **675.78 feet** to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **35.944 Acres** of land.

# EXHIBIT A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2012007401

Nancy E. Rister

02/01/2012 12:26 PM
CPHELPS $28.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

(5) Amy McLean Beran
117 W 4th St
Taylor, Tx 76574

Unofficial Document

The Property

R493481

R019256



**EXHIBIT B**
**AFFIDAVIT OF RODDY CLYDE IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Roddy Clyde, who under oath stated as follows:

1. My name is Roddy Clyde. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am the trustee of The Betty Fleming Daughtry Revocable Trust.

3. The Betty Fleming Daughtry Revocable Trust is a property owner in the City of Taylor's extraterritorial jurisdiction. Its property is located at the following address: 1594 CR 406, Taylor, Texas 76574 (the "Property").

4. There is 1 owner of the Property: the Betty Fleming Daughtry Revocable Trust. The Betty Fleming Daughtry Revocable Trust owns 100% of the interest in the Property.

5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Roddy Clyde

Sworn and subscribed to before me on this the 21 day of September, 2023.

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

Notary Public in and for the State of Texas

© Cobb & Johns PLLC

EXHIBIT
A-27

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Cedric Robertson and Elizabeth A. Robertson ("Residents") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Cedric Robertson, Elizabeth A. Robertson, and Cleola Hawkins own property within the City of Taylor's extraterritorial jurisdiction located at 501 CR 405, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Residents hereby Petition the City of Taylor to release of Residents' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the resident's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Residents' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Residents, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), Residents constitute more than 50% of the registered voters residing at the Property as of the date of the preceding uniform election date.

9. As of May 6, 2023, there were 2 registered voters residing on the Property: Cedric Robertson and Elizabeth A. Robertson.

10. As required by TEX. LOC. GOV'T CODE § 42.104(a)(1), the signature page accompanying this Petition includes the signatures of 100% of the Property's registered voters, which is more than 50%.

11. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

12. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

13. As required by TEX. LOC. GOV'T CODE § 42.104(b), Residents, the persons filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

14. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

15. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

16. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Residents, who filed this Petition under Section 42.102.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Residents have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Residents' Property—from the City's extraterritorial jurisdiction.

18. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Residents' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Residents' Property—is released by operation of law.

**RESIDENT NAME: CEDRIC ROBERTSON**

Cedric Robertson

Signature

03/01/1966

Date of birth

1049332926

Voter registration number

Williamson , County

Voter county of registration

501 County Road 405 Taylor,Tx 76574

Residence address

08/29/2023

Date of signing

**RESIDENT NAME: ELIZABETH A. ROBERTSON**

Elizabeth Robertson

Signature

08/06/1981

Date of birth

1060283423

Voter registration number

Williamson, County

Voter county of registration

501 County Road 405 Taylor , Tx 76574

Residence address

08/29/2023

Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED 2016012885
Williamson County Texas

Unofficial Document

# General Warranty Deed

(with Vendor's Lien)

**NOTICE OF CONFIDENTIALITY RIGHTS**

40 AUS 151450 MM 1JM

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

**Date:** February 11, 2016

**Grantor:** Adrian C. May, Jr. and Sherry G. May

**Grantor's Mailing Address:** 202 Suzanne Dr. Shreveport LA 71115

**Grantee:** Cedric Robertson and wife, Elizabeth A. Robertson and Cleola Hawkins, a single woman

**Grantee's Mailing Address:** 501 CR 405 Taylor TX 76574

**Consideration:** Cash and a note, dated February 11, 2016, executed by Cedric Robertson and wife, Elizabeth A. Robertson And Cleola Hawkins, A Single Woman and payable to the order of Southwest Stage Funding, LLC dba Cascade Financial Services ("Lender") in the principal amount of $220,288.00. The note is secured by a first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of Southwest Stage Funding, LLC dba Cascade Financial Services and is also secured by a first-lien deed of trust, of even date, to Fredric J. Gooch, Trustee, recorded in the real property records of Williamson County, Texas.

The vendor's lien against and superior title to the Property are retained for the benefit of Southwest Stage Funding, LLC dba Cascade Financial Services until the $220,288.00 note described above is fully paid according to its terms, at which time this deed will become absolute. The vendor's lien and superior title are transferred to Southwest Stage Funding, LLC dba Cascade Financial Services without recourse.

**Property (including any improvements):**

BEING 20.573 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIS AVERY SURVEY, ABSTRACT NO. 924, IN WILLIAMSON COUNTY, TEXAS, BEING THAT CERTAIN TRACT OF LAND CALLED 20.618 ACRES AS DESCRIBED IN CONTRACT OF SALE AND PURCHASE BETWEEN VETERAN'S LAND BOARD OF THE STATE OF TEXAS AND MICHAEL H.

KOLANDER, RECORDED IN DOCUMENT NO. 9631885, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any taxing authority for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Adrian C. May, Jr.

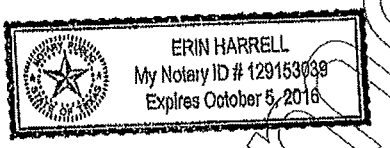
Sherry G. May

Unofficial Document

State of Texas
County of Travis

This document was acknowledged before me on February 11, 2016 by Adrian C. May, Jr.

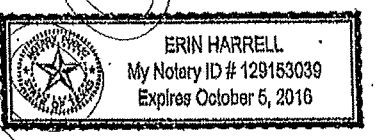
Notary Public, State of Texas




State of Texas
County of Travis

This document was acknowledged before me on February 11, 2016 by Sherry G. May.

Notary Public, State of Texas




AFTER RECORDING RETURN TO:

Unofficial Document

# EXHIBIT "A"

## METES AND BOUNDS DESCRIPTION

DESCRIPTION OF A 20.573 ACRE TRACT OF LAND OUT OF THE WILLIS AVERY SURVEY, ABSTRACT NO. 924 IN WILLIAMSON COUNTY, TEXAS, BEING THAT CERTAIN TRACT OF LAND CALLED 20.618 ACRES AS DESCRIBED IN CONTRACT OF SALE AND PURCHASE BETWEEN THE VETERANS LAND BOARD OF THE STATE OF TEXAS AND MICHAEL H. KOLANDER, RECORDED IN DOCUMENT NO. 9631885 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID TRACT HAVING BEEN SURVEYED ON THE GROUND BY SNS ENGINEERING AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod found on the easterly right-of-way line of County Road 405, at the southwest corner of a 10.00 acre tract of land conveyed to George Beltran by deed recorded in Volume 2274, Page 44 of the Official Records of Williamson County, Texas, for the most northerly northwest corner of the tract herein described;

**THENCE**, departing the easterly right-of-way line of County Road 405 and along the southerly line of said 10.00 acre tract and a tract of land being the balance of 59.83 acres conveyed to Timmerman Properties by deed recorded in Volume 2246, Page 895 of the Official Records of Williamson County, Texas, **S 79°41'44"E**, a distance of **1887.50 FEET** to a ½" iron rod found at the northwest corner of a 10.02 acre tract of land conveyed to Pablo O. and Janie G. Flores by deed recorded in Volume 1312, Page 239 of the Official Records of Williamson County, Texas, for the northeast corner of the tract herein described;

**THENCE**, departing the southerly line of said Timmerman Properties tract and along the westerly line of said 10.02 acre tract, **S 09°35'04"W**, a distance of **362.75 FEET** to a ½" iron rod found on the northerly line of a 17.791 acre tract of land described in Contract of Sale and Purchase between the Veterans Land Board of The State of Texas and Wallace L. Lively, Jr., recorded in Document No. 2003066619 of the Official Public Records of Williamson County, Texas, at the southwest corner of said 10.02 acre tract, for the most easterly southeast corner of the tract herein described;

**THENCE**, along the northerly line of said 17.791 acre tract, **N 80°16'52"W**, a distance of **901.44 FEET** to an axle found at the northwest corner of said 17.791 acre tract, for an interior corner of the tract herein described;

**THENCE**, along the westerly line of said 17.791 acre tract, **S 09°50'07"W**, a distance of **165.12 FEET** to a ½" iron rod found at the northeast corner of a 17.69 acre tract of land conveyed to Patricia Bryan by deed recorded in Volume 513, Page 405 of the Deed Records of Williamson County, Texas, for the most southerly southeast corner of the tract herein described;

**THENCE**, departing the westerly line of said 17.791 acre tract and along the northerly line of said 17.69 acre tract, **N 80°15'28"W**, a distance of **994.88 FEET** to a ½" iron rod found at the southeast corner of Gary Richter Subdivision, Section One, a subdivision recorded in Cabinet G, Slide 220 of the Plat Records of Williamson County, Texas, for the most southerly southwest corner of the tract herein described;

**THENCE**, departing the northerly line of said 17.69 acre tract and along the most southerly east line of said Gary Richter Subdivision, Section One, **N 09°30'04"E**, a distance of **469.07 FEET** to a ½" iron rod found at the most easterly northeast corner of said Gary Richter Subdivision, Section One, for an interior corner of the tract herein described;

**THENCE**, along the most easterly north line of said Gary Richter Subdivision, Section One, **N 80°11'56"W**, a distance of **97.53 FEET** to a ½" iron rod found for the most westerly southwest corner of the tract herein described;

Unofficial Document

**THENCE**, along the most northerly east line of said Gary Richter Subdivision, Section One, **N 08°50'00"E**, a distance of **59.23 FEET** to a ½" iron rod found on the southerly right-of-way line of County Road 405, at the most northerly northeast corner of said Gary Richter Subdivision, Section One, for the most westerly northwest corner of the tract herein described;

**THENCE**, along the southerly right-of-way line of County Road 405, **S 79°21'57"E**, a distance of **108.18 FEET** to a ½" iron rod found at an angle point in the right-of-way line of County Road 405, for an interior corner of the tract herein described;

**THENCE**, along the easterly right-of-way line of County Road 405, **N 10°27'17"E**, a distance of **40.05 FEET** to the **POINT OF BEGINNING**, and containing 20.673 acres of land, more or less.

Unofficial Document

2016012885
Electronically Recorded
OFFICIAL PUBLIC RECORDS
Nancy E. Rister
Nancy E. Rister, County Clerk
2/17/2016 10:56 AM
Pages: 5 Fee: $ 37.00
Williamson County Texas

The Property

R018586



**EXHIBIT B**

**AFFIDAVIT OF CEDRIC ROBERTSON IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Cedric Robertson, who under oath stated as follows:

1. My name is Cedric Robertson. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 501 CR 405, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: Cedric Robertson and Elizabeth A. Robertson.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

State of Florida
County of Broward

Cedric Randell Robertson
Cedric Robertson

Sworn and subscribed to before me on this the 29th day of August, 2023.

BEVERLY Y WIMBERLY
Notary Public - State of Florida
Commission # HH337877
Expires on December 4, 2026

Beverly Y Wimberly
Beverly Y Wimberly
Notary Public in and for the State of Texas
Florida
Notarized online using audio-video communication
Type of Identification Produced Texas DL#12075851

**AFFIDAVIT OF ELIZABETH A. ROBERTSON IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Elizabeth A. Robertson, who under oath stated as follows:

1. My name is Elizabeth A. Robertson. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: 501 CR 405, Taylor, Texas 76574 (the "Property").

3. As of May 6, 2023, there were 2 registered voters residing on the Property: Cedric Robertson and Elizabeth A. Robertson.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

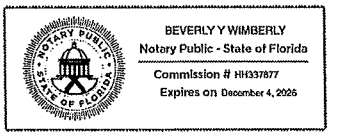
State of Florida

County of Broward

Elizabeth Alicia Robertson

Elizabeth A. Robertson

Sworn and subscribed to before me on this the 29th day of August, 2023.




Beverly Y Wimberly

Beverly Y Wimberly

Notary Public in and for the State of ~~Texas~~ Florida

Notarized online using audio-video communication

Type of identification Produced Texas DL# 18938773

EXHIBIT
A-28

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Michael F. Herzog Jr. and Laurel T. Herzog ("Owners") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Michael F. Herzog Jr. and Laurel T. Herzog own property within the City of Taylor's extraterritorial jurisdiction located at Chandler Road, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owners hereby Petition the City of Taylor to release of Owners' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owners' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Owners, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owners' collective value in the Property constitute more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owners filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owners, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owners have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owners' Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owners' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owners' Property—is released by operation of law.

**OWNER NAME: MICHAEL F. HERZOG JR.**

Signature

6/17/1973
Date of birth

2121 840628
Voter registration number

Milam
Voter county of registration

1387 CR 464 Thorndale TX 76577
Residence address

8/31/23
Date of signing

**OWNER NAME: LAUREL T. HERZOG**

Signature

9/27/1972
Date of birth

1132818418
Voter registration number

Milam
Voter county of registration

1387 CR 464 Thorndale TX 76577
Residence address

8/31/23
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED
Williamson County Texas
2016067298

# GENERAL WARRANTY DEED WITH VENDOR'S LIEN

1466S-16-01120

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

DATE: July 21, 2016

GRANTOR: Gladys Townsend, an unmarried person, Sherri Moldenhour, a married person, Brenda Teggeman, a married person, Byron Townsend, a married person and Michael Townsend, a married person, each as their sole and separate property and estate

GRANTOR'S MAILING ADDRESS: 2501 C.R. 409, Taylor, Tx 76574

GRANTEE: Michael Herzog, Jr. and spouse, Laurel T. Herzog

GRANTEE'S MAILING ADDRESS: 6955 CR 443, Thorndale, Texas 76577

CONSIDERATION:

$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and a note that is in the principal amount of $229,277.34, and is executed by Grantee, payable to the order of Lone Star, FLCA. The note is secured by a vendor's lien retained in favor of Lone Star, FLCA in this deed and by a deed of trust from Grantee to Troy Bussmeir, Trustee.

PROPERTY (including any improvements):

Being 35.418 acres of land, in the Samuel Pharrass Survey, Abstract No. 496, in Williamson County, Texas and being part of the residue of a called 33.718 acre tract (Tract Two) and part of the residue of a called 51.718 acre tract (Tract Three) conveyed from Gladys Townsend, etal to Gladys Townsend, etal by deed dated July 25, 2003, recorded in Document No. 2003078951, Official Public Records, Williamson County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

Unofficial Document

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2016 and subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Lone Star, FLCA, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of Lone Star, FLCA and are transferred to that party.

Gladys Townsend

Sherri Moldenhour

Brenda Teggeman

Byron Townsend

Unofficial Document

Michael Townsend

State of Texas
County of Williamson

This instrument was acknowledged before me on the 21 day of July, 2016, by Gladys Townsend.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of TX

State of Texas
County of Williamson

This instrument was acknowledged before me on the 21 day of July, 2016, by Sherri Moldenhour.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of TX

State of Texas
County of Williamson

This instrument was acknowledged before me on the 21 day of July, 2016, by Brenda Teggeman.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of TX

Unofficial Document

State of Texas
County of Williamson

This instrument was acknowledged before me on the 21 day of July, 2016, by Byron Townsend.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of Tx

State of Texas
County of Williamson

This instrument was acknowledged before me on the 21 day of Williamson, 2016, by Michael Townsend.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of Tx

Prepared By:
Hancock McGill & Bleau, LLLP
Attorneys at Law
File No. 14665-16-01120

After Recording Return To:

North American Title
1 Chisholm Trail, Suite 3100
Round Rock, TX 78681
512-255-6550

Djy1120-fw

Unofficial Document

In Re: 35.418 Acres
Part of the residue of a called 33.718 Acre tract (Tract Two)
And part of the residue of a called 51.718 Acre tract (Tract Three)
Samuel Pharass Survey
Abstract No. 496
Williamson County, Texas

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the Samuel Pharass Survey, Abstract No. 496, being part of the residue of a called 33.718 Acre tract (Tract Two) and part of the residue of a called 51.718tract (Tract Three) conveyed from Gladys Townsend, et al to Gladys Townsend, et al by deed dated July 25, 2003, recorded in Document No. 2003078951 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit:

**BEGINNING** at a found 3" metal pipe on the east Right-of-Way line of County Road 368, at the northwest corner of a called 2.944 Acre tract conveyed to the City of Georgetown in Document No. 2014075081, for a common exterior ell corner of the said residue of the 33.718 Acre tract and of this tract;

***THENCE*** N 21°19' 49" W - 571.81 feet along the common line of the said residue of the 33.718 Acre tract and the said residue of the 51.718 Acre tract, respectively, and the said east Right-of-Way line of County Road 368 to a found 5/8" iron rod for a common interior ell corner of the said residue of the 51.718 Acre tract and of this tract;

***THENCE*** S 68°28' 13" W - 11.75 feet along the common line of the said residue of the 51.718 Acre tract and the north Right-of-Way line of County Road 368 to a set 1/2" iron rod at the southeast corner the residue of a called 100 Acre tract conveyed to Gladys Townsend, et al in Document No. 2003078951, for a common exterior ell corner of the said residue of the 51.718 Acre tract and of this tract;

***THENCE*** N 21°31' 50" W - 620.15 feet along the common line of the said residue of the 51.718 Acre tract and the said residue of the 100 Acre tract to a set 1/2" iron rod on the south Right-of-Way Line of Chandler Road (County Road) for the northwest corner of this tract;

***THENCE*** along the common line between the said residue of the 51.718 Acre tract and the said residue of the 33.718 Acre tract, respectively, and the said south Right-of-Way Line of Chandler Road (County Road) for the following courses and distances:

S 74°43' 04" E - 1861.29 feet to a set 1/2" iron rod for an interior ell corner of this tract;

Along the arc of a curve to the left with an arc length of 1076.72 feet, a radius of 3600.00 feet, a chord bearing S 83°17' 10" E, and a chord length of 1072.71 feet to a set 1/2" iron rod at an exterior ell corner of a called 20.49 Acre tract conveyed to Hazel Bonnell Parks in Document No. 2015048158, at the most southerly southeast corner of the said residue of the 33.718 Acre tract, for an exterior ell corner of this tract;

***THENCE*** along the common line between the said residue of the 33.718 Acre tract and the said 20.49 Acre tract for the following courses and distances:

S 21°14' 29" E - 71.39 feet to a found 3" metal pipe at the most southerly southeast corner of the said residue of the 33.718 Acre tract, for the common southeast corner of the said residue of the 33.718 Acre tract, for the southeast corner of this tract;

**Triad Surveying, Inc.**
Firm Registration No. *10007900*
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

Project No. S16-066

Unofficial Document

S 68°45′08″ W - 1627.67 feet to a found concrete monument on the east line of a called 7.06 Acre tract conveyed to Robert E. Garrett in Vol. 657, Pg. 709 and Vol. 1438, Pg. 124, for a common exterior ell corner of the said residue of the 33.718 Acre tract and of this tract;

*THENCE* N 16°51′48″ W - 499.35 feet along the common line between the said 7.06 Acre tract and a called 2.5 Acre tract conveyed to Stephen E. Garrett in Document No. 2011076431 and the said 2.944 Acre tract, respectively, and the said residue of the 33.718 tract to a found 5/8" iron rod for a common interior ell corner of the said residue of the 33.718 Acre tract and of this tract;

*THENCE* S 68°14′23″ W - 838.01 feet along the common line between the said 2.944 Acre tract and the said residue of the 33.718 Acre tract to the **POINT OF BEGINNING** and containing within theses metes and bound 35.418 Acres of land;

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 13th day of June, 2016.

Bradley L. Lipscomb RPLS

STATE OF TEXAS
REGISTERED
BRADLEY L LIPSCOMB
5952
PROFESSIONAL
LAND SURVEYOR

Unofficial Document

2016067298
Electronically Recorded
OFFICIAL PUBLIC RECORDS
Nancy E. Rister
Nancy E. Rister, County Clerk
7/26/2016 12:41 PM
Pages: 6 Fee: $ 41.00
Williamson County Texas

**Triad Surveying, Inc.**
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

Project No. S16-066

The Property

R509934

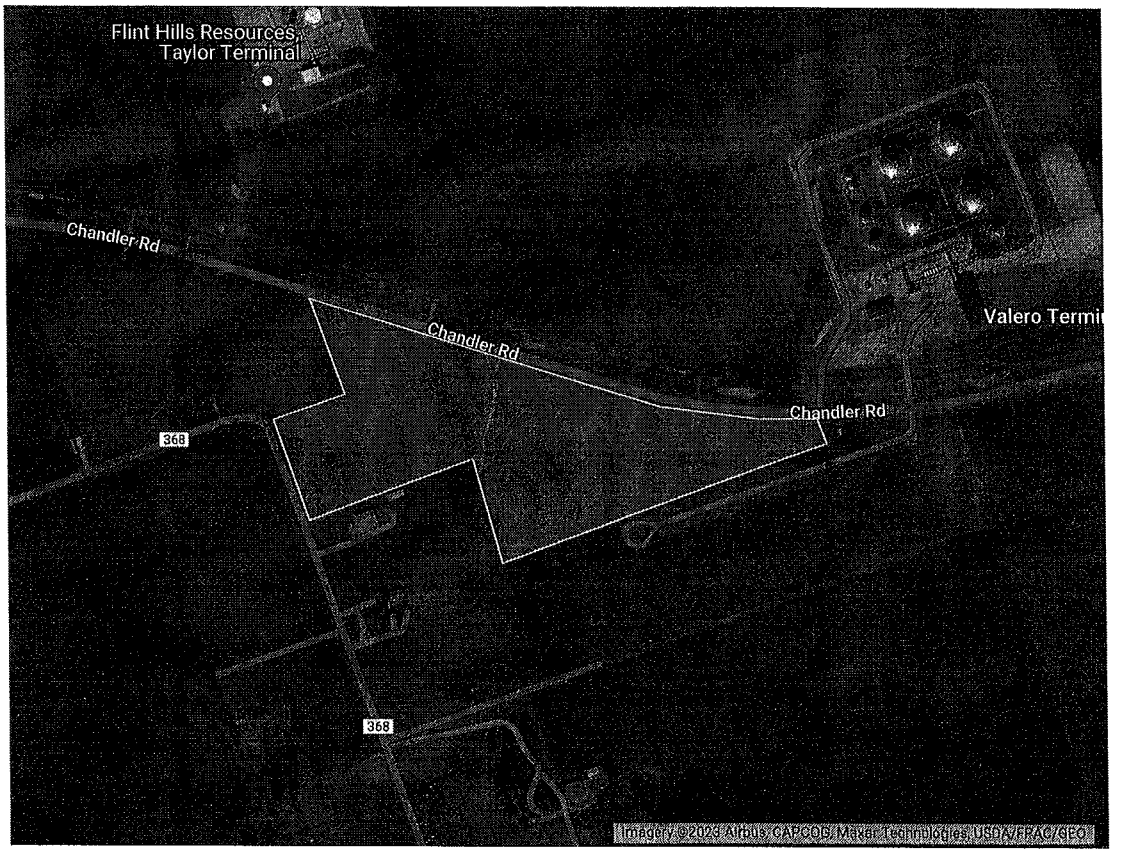


**EXHIBIT B**

**AFFIDAVIT OF MICHAEL F. HERZOG JR. IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Michael F. Herzog Jr., who under oath stated as follows:

1. My name is Michael F. Herzog Jr.. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: Chandler Road, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: Michael F. Herzog Jr. and Laurel T. Herzog. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Michael F. Herzog Jr.

Sworn and subscribed to before me on this the 31 day of August, 2023.

DENSE MUEGGE
My Notary ID # 125798528
Expires October 27, 2026

Notary Public in and for the State of Texas

**AFFIDAVIT OF LAUREL T. HERZOG IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Laurel T. Herzog, who under oath stated as follows:

1. My name is Laurel T. Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am a property owner in the City of Taylor's extraterritorial jurisdiction. My property is located at the following address: Chandler Road, Taylor, Texas 76574 (the "Property").

3. There are 2 owners of the Property: Michael F. Herzog Jr. and Laurel T. Herzog. I own 50% of the interest in the Property.

4. I swear that the property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Laurel T. Herzog

Sworn and subscribed to before me on this the 31 day of August, 2023.

DENSE MUEGGE
My Notary ID # 125798528
Expires October 27, 2026

Notary Public in and for the State of Texas

EXHIBIT
A-29

September 6, 2023

Dianna McLean
City Clerk
400 Porter St
Taylor, Texas 76574

Dear Ms McLean,

Please see the attached Petition for Release of Area from Extraterritorial Jurisdiction and the accompanying documents.
I am submitting this petition per Texas Local Government Code sec. 42.101, et seq.
Senate Bill 2038 was signed into law by Governor Abbott on May 19, 2023 and became effective September 1, 2023.

Sincerely,

Paul Kroschewsky
Kroschewsky Farms LLC
308 Deren Ln
Pflugerville, Tx 78660
512.799.3073
paulkros@att.net

PETITION FOR RELEASE OF AREA FROM
EXTRATERRITORIAL JURISDICTION

Date of Signing: September 6, 2023

The Area: See following map and metes and bounds description.

Owner: Kroschewsky Farms, LLC

Owner is the sole owner of the Area. The Area is within the extraterritorial jurisdiction of the City of Taylor, Texas.

By this Petition, Owner requests the release of the Area from the extraterritorial jurisdiction of the City of Taylor.

Kroschewsky Farms, LLC

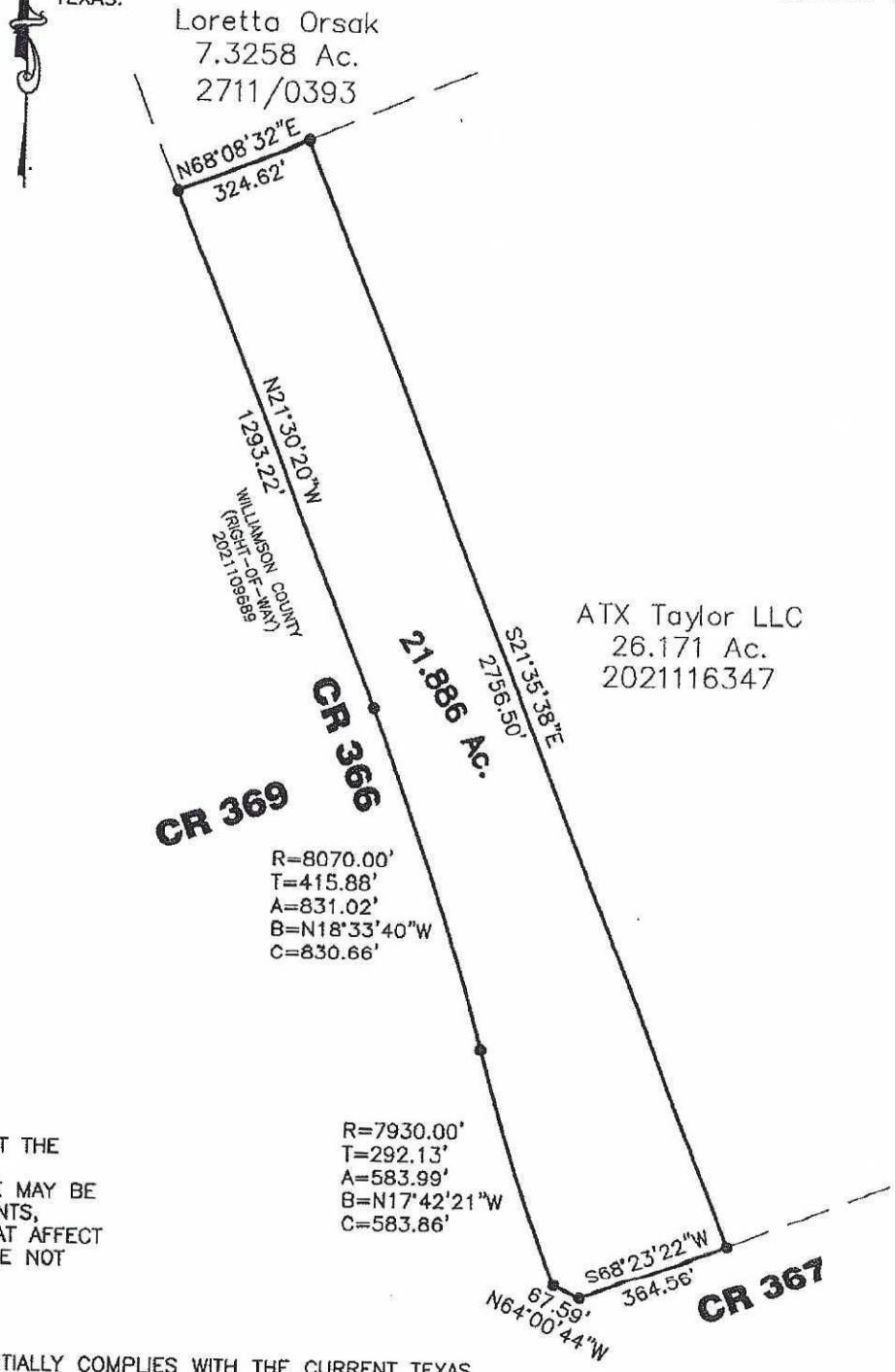
By: _____
Paul A. Kroschewsky, Manager
Residence Address:
308 Deren Lane
Pflugerville, Texas 78660
Date of Birth:
JAN. 29, 1957

kroschewsky.petition

# Technical Illustration of Land Survey Data

0 200 400
APPROXIMATE SCALE IN FEET

21.8858 ACRES SITUATED IN THE W.J. BAKER SURVEY, ABSTRACT NO. 65 IN WILLIAMSON COUNTY, TEXAS, BEING THE 26.172 ACRE TRACT CONVEYED TO PAUL KROSCHEWSKY BY INSTRUMENT OF RECORD IN DOCUMENT No. 2019014336 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT 4.290 ACRES CONVEYED TO WILLIAMSON COUNTY (RIGHT-OF-WAY) BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2021109689 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.




THIS SURVEY WAS COMPLETED WITHOUT THE BENIFIT OF A TITLE COMMITMENT, THERE MAY BE ADDITIONAL EASEMENTS, SETBACKS, ETC. THAT AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II, STANDARD LAND SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

05 Sept. 2023


Steven Warner Womack, RPLS, PLS, NCEES Date
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@Gmail.com Phone/Text: (512) 638-0220


STATE OF TEXAS REGISTERED STEVEN W. WOMACK 5025 PROFESSIONAL LAND SURVEYOR

Texas Society of Professional Surveyors MEMBER

DATE: 09-05-2023
DRAWN BY: Staff
FILE NAME: 23-009.dwg

PROJECT. NO. : 23-009

Steven Warner Womack, RPLS, PLS, NCEES

National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@Gmail.com
(512) 638-0220

# METES AND BOUNDS DESCRIPTION

**21.8858 ACRES SITUATED IN THE W.J. BAKER SURVEY, ABSTRACT NO. 65 IN WILLIAMSON COUNTY, TEXAS, BEING THE 26.172 ACRE TRACT CONVEYED TO KROSCHEWSKY FARMS LLC BY INSTRUMENT OF RECORD IN DOCUMENT No. 2023061771 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT 4.290 ACRES CONVEYED TO WILLIAMSON COUNTY (RIGHT-OF-WAY) BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2021109689 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE ATTACTED SKETCH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING** at an iron rod found on the northerly right-of-way of County Road 367 at the southwest corner of a 26.171 acre tract conveyed to ATX Taylor LLC by instrument of record in Document No. 2021116347, for the southeast corner and Point of Beginning of the herein described tract;

**Thence** S 68 deg 23 min 22 sec W 364.56 feet to an iron rod found at the northeast corner of the intersecting right-of-ways of CR 367 and CR 366, for a southwesterly corner of the herein described tract;

**Thence** N 64 deg 00 min 44 sec W 67.59 feet to an iron found on the easterly right-of-way of the said CR 366, for the southwest corner of the herein described tract;

**Thence** with a curve to the right whose radius = 7930.00, tangents = 292.13, arc = 583.99 and whose chord bears N 17 deg 42 min 21 sec W 583.86 feet to an iron rod found on the said Right-of-way, for a point on the westerly line of the herein described tract;

**Thence** with a curve to the left whose radius = 8070.00, tangents = 415.88, arc = 831.02 and whose chord bears N 18 deg 33 min 40 sec W 830.66 feet to an iron rod found on the said Right-of-way, for a point on the westerly line of the herein described tract;

**Thence** N 21 deg 30 min 20 sec W 1293.22 feet to an iron rod found at the southwest corner of a 7.3258 acre tract conveyed to Loretta Orsak by instrument of record in Volume 2711, Page 0393, for the northwest corner of the herein described tract;

**Thence** N 68 deg 08 min 32 sec E 324.82 feet to an iron rod found at the northwest corner of the said


Texas Board of Professional Engineers and Land Surveyors regulates all Registered Professional Land Surveyors in the State of Texas.
They may be contacted at Address: 1917 S IH 35 Frontage Rd, Austin, TX 78741 Phone: (512) 440-7723

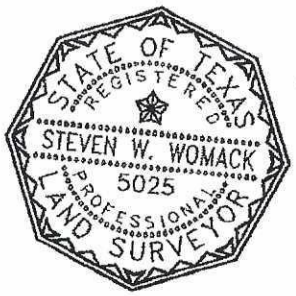
26.171 acre tract, for the northeast corner of the herein described tract;

**Thence** S 21 deg 35 min 38 sec E 2756.50 feet to Point of Beginning, and containing 21.8858 Acres of land, more or less.

TOPO/BEARING/COORDINATE BASIS
ELIPSOID: WGS 1984/GRS 1980
PROJECTION: TEXAS CENTRAL NAD 83
GEIOD MODEL: GEIOD 12B

Steven W. Womack
Registered Professional Land Surveyor
No. 5025, State of Texas

05 Sept. 2023
Date





Texas Board of Professional Engineers and Land Surveyors regulates all Registered Professional Land Surveyors in the State of Texas.
They may be contacted at Address: 1917 S IH 35 Frontage Rd, Austin, TX 78741 Phone: (512) 440-7723

**KROSCHEWSKY FARMS, LLC**
**CONSENT OF MEMBERS AUTHORIZING**
**COMPANY ACTION WITHOUT MEETING**

The undersigned, being the sole member of Kroschewsky Farms, LLC, (the "Company"), a Texas limited liability company, hereby adopts and authorizes, by his signature below, the following resolutions and actions:

RESOLVED, that the Company shall seek to have its real property removed from the extra-territorial jurisdiction of the city of Taylor, Texas.

RESOLVED, that Paul Kroschewsky shall take such actions, including the filing of a petition seeking such removal, that he deems necessary and expedient to accomplish said removal.

This consent shall be filed with the minutes of the proceedings of the members of the Company.

Dated Effective: September 1, 2023.

Paul Kroschewsky,
Sole Member

kroschewsky.resol

EXHIBIT
A-30

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Jona Enterprises LLC ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Jona Enterprises LLC owns property within the City of Taylor's extraterritorial jurisdiction located at Chandler Road, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owner hereby Petitions the City of Taylor to release of Owner's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owner's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

**OWNER NAME: JONA ENTERPRISES LLC**

By: Kayla X. Herzog
Printed Name

Its: Manager
Title

Kayla X. Herzog
Signature

05-13-1978
Date of birth

117636720
Voter registration number

Travis
Voter county of registration

1702 Interval Drive Austin TX 78746
Residence address

09/02/2023
Date of signing

# EXHIBIT A
# DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED
Williamson County Texas

2016066924

# GENERAL WARRANTY DEED

5

14665 - 1601282

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

DATE: July 21, 2016

GRANTOR: Gladys Townsend, an unmarried person, Sherri Moldenhour, a married person, Brenda Teggeman, a married person, Byron Townsend, a married person and Michael Townsend, a married person, each as their sole and separate property and estate

GRANTOR'S MAILING ADDRESS: 2501 C.R. 409, Taylor, TX 76574

GRANTEE: Jona Enterprises, LLC

GRANTEE'S MAILING ADDRESS: 1702 Intercall Dr, Austin, TX 78746

CONSIDERATION:

Cash and other valuable consideration.

PROPERTY (including any improvements):

Being 37.409 acres of land, in the Samuel Pharrass Survey, Abstract No. 496, in Williamson County, Texas and being part of the residue of a called 51.718 acre tract (Tract Three) and part of the residue of a called 33.718 acre tract (Tract Two) conveyed from Gladys Townsend, et al to Gladys Townsend, et al by deed dated July 25, 2003, recorded in Document No. 2003078951, Official Public Records, Williamson County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2016 and subsequent years.

Unofficial Document

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

Gladys Townsend

Sherri Moldenhour

Brenda Teggeman

Byron Townsend

Michael Townsend

State of Texas
County of Williamson

This instrument was acknowledged before me on the 21 day of July, 2016, by Gladys Townsend.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2018

Notary Public, State of TX

Unofficial Document

State of Texas
County of Williamson

This instrument was acknowledged before me on the 21 day of July, 2016, by Sherri Moldenhour.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of TX

State of Texas
County of Williamson

This instrument was acknowledged before me on the 21 day of July, 2016, by Brenda Teggeman.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of TX

State of Texas
County of Williamson

This instrument was acknowledged before me on the 21 day of July, 2016, by Byron Townsend.

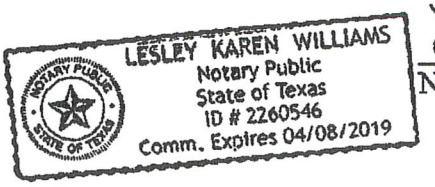
LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of TX

Unofficial Document

State of Texas
County of Williamson

This instrument was acknowledged before me on the 21 day of July, 2016, by Michael Townsend.




Notary Public, State of TX.

Prepared By:
Hancock McGill & Bleau, LLLP
Attorneys at Law
File No. 14665-16-01252

After Recording Return To:

North American Title
1 Chisholm Trail, Suite 3100
Round Rock, TX 78681
512-255-6550

Djy1252-fw

Unofficial Document

Exhibit "A"

In Re: 37.409 Acres
Part of the residue of a called 51.718 Acre tract (Tract Three)
And part of the residue of a called 33.718 Acre tract (Tract Two)
Samuel Pharass Survey
Abstract No. 496
Williamson County, Texas

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the Samuel Pharass Survey, Abstract No. 496, being part of the residue of a called 51.718 Acre tract (Tract Three) and part of the residue of a called 33.718 Acre tract (Tract Two) conveyed from Gladys Townsend, et al to Gladys Townsend, et al by deed dated July 25, 2003, recorded in Document No. 2003078951 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit:

**BEGINNING** at a found 1/2" iron rod on the south line of a called 433.04 Acre tract conveyed to Kotrla Property, LLC in Document no. 2005094096, at the northwest corner of the residue of a called the 20.49 Acre tract conveyed to Hazel Bonnell Parks in Document No. 2015048122, for the common northeast corner of the said residue of the 51.718 Acre tract and of this tract;

*THENCE* S 21°14'29" E - 1424.52 feet along the common line between the said residue of the 51.718 Acre tract and the said residue of the 33.718 Acre tract, respectively, and the said residue of the 20.49 Acre tract to a set 1/2" iron rod on the north Right-of-Way line of Chandler Road (County Road), at the most northerly southwest corner of the said residue of the 20.19 Acre tract, at the most northerly southeast corner of the said residue of the 33.718 Acre tract, for the southeast corner of this tract;

*THENCE* along the common line between the said residue of the 33.718 Acre tract and the said residue of the 51.718 Acre tract, respectively, and the said north Right-of-Way line of Chandler Road (County Road) for the following courses and distances:

Along the arc of a curve to the right with an arc length of 946.26 feet, a radius of 3400.00 feet, a chord bearing N 82°41'27" W, and a chord length of 943.21 feet to a set 1/2" iron rod, for an exterior ell corner of this tract;

N 74°43'04" W - 1597.30 feet to a set 1/2" iron rod at an exterior ell corner of the said 433.04 Acre tract, for the northwest corner of this tract;

*THENCE* N 68°07'56" E - 2112.24 feet along the common line between the said 433.04 Acre tract and the said residue of the 51.718 Acre tract to the **POINT OF BEGINNING** and containing within theses metes and bound 37.409 Acres of land;

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 13th day of June, 2016.

Bradley L. Lipscomb RPLS

STATE OF TEXAS
REGISTERED
BRADLEY L LIPSCOMB
5952
PROFESSIONAL
LAND SURVEYOR

Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

2016066924
Electronically Recorded
OFFICIAL PUBLIC RECORDS
Nancy E. Rister
Nancy E. Rister, County Clerk
7/25/2016 3:49 PM
Pages: 5 Fee: $37.00
Williamson County Texas

Project No. S16-066

Unofficial Document

The Property

R308140

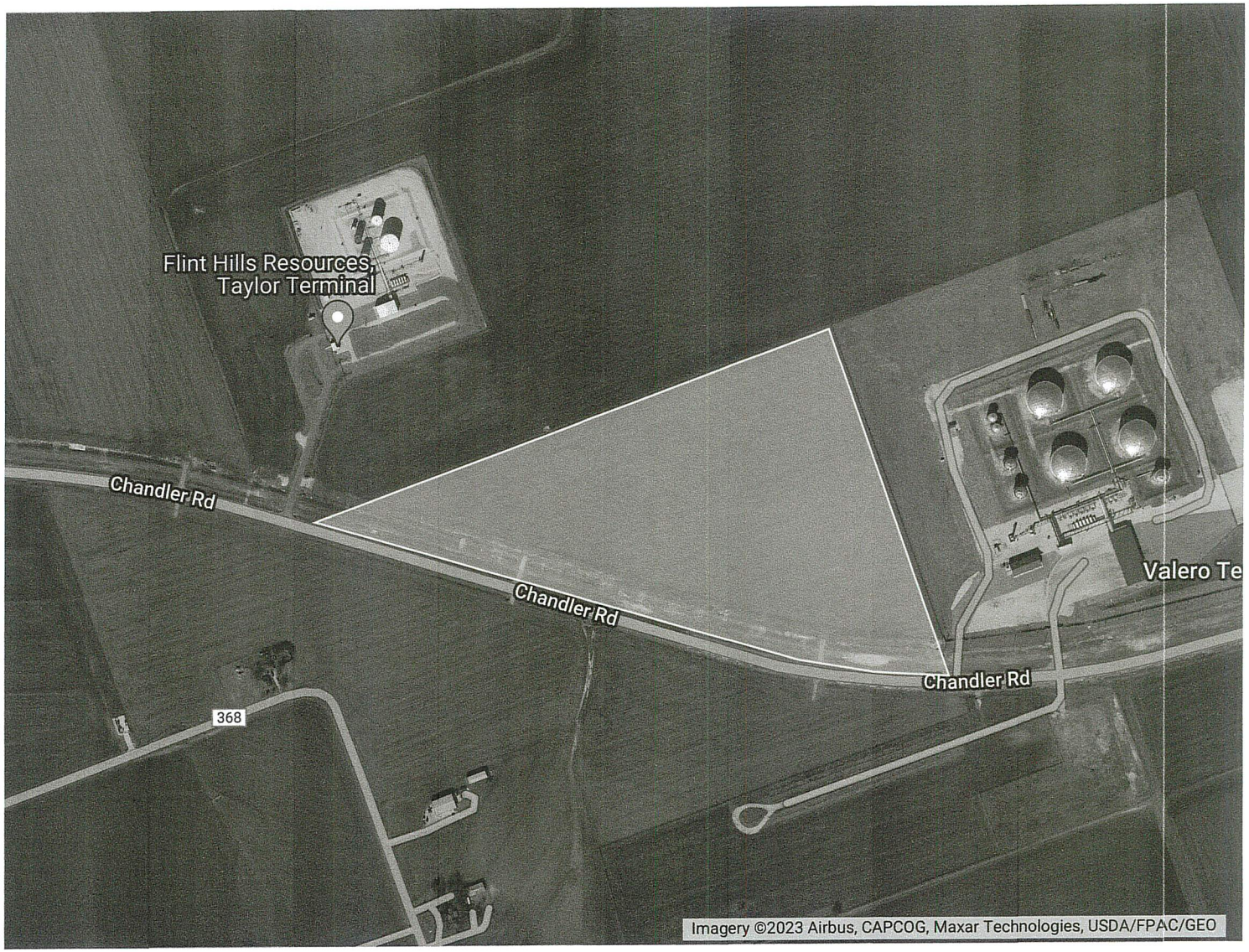


**EXHIBIT B**
**AFFIDAVIT OF KEJDA X. HERZOG IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Kejda X. Herzog, who under oath stated as follows:

1. My name is Kejda X. Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am manager of Jona Enterprises LLC.

3. Jona Enterprises LLC is a property owner in the City of Taylor's extraterritorial jurisdiction. Its property is located at the following address: Chandler Road, Taylor, Texas 76574 (the "Property").

4. There is 1 owner of the Property: Jona Enterprises LLC. Jona Enterprises LLC owns 100% of the interest in the Property.

5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Kejda X. Herzog
Kejda X. Herzog

Sworn and subscribed to before me on this the 2nd day of ~~August~~ September, 2023.

SCOTT L WEABER
Notary ID #134443985
My Commission Expires
July 10, 2027

Notary Public in and for the State of Texas

EXHIBIT
A-31

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Yupel LLC ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Yupel LLC owns property within the City of Taylor's extraterritorial jurisdiction located at Hwy 95, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owner hereby Petitions the City of Taylor to release of Owner's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owner's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

**OWNER NAME: YUPEL LLC**

By: Michael F Herzog JR
Printed Name

Its: Manager Yupel LLC
Title

M G
Signature

6/17/1973
Date of birth

2121840628
Voter registration number

Milam
Voter county of registration

1387 CR 464 Thorndale TX 76577
Residence address

8/31/23
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED 2018001707
Williamson County, Texas Total Pages: 5

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

14d05-17-01609

**Warranty Deed with Vendor's Lien**

**Date:** December 29, 2017 To Be Effective January 4, 2018

**Grantor:** **Mark K. Albrecht and Cathy Moore f/k/a Cathy D. Albrecht**

**Grantor's Mailing Address:**

29 Sunrise Rd
Cody, WY 82414

**Grantee:** **Yupel, LLC, a Texas limited liability company**

**Grantees' Mailing Address:**

1387 CR 464
Thorndale, Texas 76577

**Consideration:**

Cash and other good and valuable consideration and the further consideration of a Promissory Note ("Purchase Money Lien") of even date in the principal amount of **One Hundred Twenty-Five Thousand and 00/100 Dollars ($125,000.00)** executed by **Yupel, LLC, a Texas limited liability company,** payable to the order of Citizens National Bank ("Lender"). The note is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantees to Michael E. Vance, Trustee (collectively, the "Purchase Money Lien"). Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

**Property (including any improvements):**

***All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the William J. Baker Survey, Abstract No. 65, being part of a called 83 Acre tract conveyed from Emmett R. Albrecht to Mark L. Albrecht and Cathy D. Albrecht by deed dated December 22, 1987, recorded in Volume 1616, Page 111 of the Official Public Records of Williamson County, Texas and being more***

Unofficial Document

***particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.***

**Reservations and Exceptions to Conveyance and Warranty:**

This conveyance above is executed by Grantor and accepted by Grantees subject to any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property (collectively, the "Permitted Exceptions").

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantees the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantees and Grantees' heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantees and Grantees' heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

**Ad Valorem Taxes:**

Ad valorem taxes against the Property for the year 2017 have been prorated and paid. Ad valorem taxes for future years are hereby assumed by Grantee.

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

**Mark K. Albrecht**

**Cathy Moore f/k/a Cathy D. Albrecht**

Unofficial Document

## ACKNOWLEDGEMENT

STATE OF TEXAS )
COUNTY OF Williamson )

This instrument was acknowledged before me on December 29, 2017, by **MARK K. ALBRECHT.**

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of Texas

STATE OF TEXAS )
COUNTY OF Williamson )

This instrument was acknowledged before me on December 29, 2017, by **Cathy Moore f/k/a Cathy D. Albrecht.**

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of Texas

Unofficial Document

EXHIBIT
tabbies
"A"

Legal description of land:

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the William J. Baker Survey, Abstract No. 65, being part of a called 83 Acre tract conveyed from Emmett R. Albrecht to Mark L. Albrecht and Cathy D. Albrecht by deed dated December 22, 1987, recorded in Volume 1616, Page 111 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1/2" iron rod on the west Right-of-Way line of U.S. Highway 95, at the northeast corner of a called 2.00 Acre tract conveyed to the David L. Bogan, et ux in Document No. 2002023459, for the common southeast corner of the said 83 Acre tract and of this tract;

THENCE along the common line between the said 83 Acre tract and the said 2.00 Acre tract for the following courses and distances:

S 68°33' 57" W - 411.20 feet to a set 1/2" iron rod, with red plastic cap marked "TRIAD RPLS 5952", for a common interior ell corner of the said 83 Acre tract and of this tract;

S 21 °22' 23" E - 206.00 feet to a found 1/2" iron rod on the north line of a called 229.82 Acre tract conveyed to Hagn Guyton in Document #2009040579, at the southwest corner of the said 2.00 Acre tract, for a common exterior ell corner of the said 83 Acre tract and of this tract;

THENCE S 68° 29' 03" W - 738.00 feet along the common line between the said 83 Acre tract and the said 229.82 Acre tract to a found 1/2" iron rod at the southeast corner of Tortuga Vista Acre Subdivision recorded in Cabinet I, Slide 324 of the Plat Records, for a common exterior ell corner of the said 83 Acre tract and of this tract;

THENCE along the common line between the said 83 Acre tract and the said Tortuga Vista Acre Subdivision for the following courses and distances:

N 30°21' 05" W - 206.29 feet to a found 1/2" iron rod for a common interior ell corner of the said 83 Acre tract and of this tract;

S 68° 31' 48" W - 423.18 feet to a found 1/2" iron rod on the east Right-of-Way line of County Road 365, at the northwest corner of the said Tortuga Vista Acre. Subdivision, for the common southwest corner of the said 83 Acre tract and of this tract;

THENCE N 30°22' 08" W - 1043.76 feet along the common line between the said 83 Acre tract and the said east Right-of-Way line of County Road 365 to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" for the northwest corner of this tract;

THENCE N 68°33' 07" E - 1618.30 feet, crossing the said 83 Acre tract for division, to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" on the common line between the said 83 Acre tract and the said west Right-of-Way line of U.S. Highway 95, for the northeast corner of this tract;

THENCE S 29° 38' 23" E - 1039.61 feet along the common line between the said 83 Acre tract and the said west Right-of-Way line of U.S. Highway 95 to the POINT OF BEGINNING and containing within these metes and bound 41.645 Acres of land, more or less.

Unofficial Document

**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2018001707**

Pages: 5 Fee: $33.00
01/05/2018 11:53 AM

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

The Property

R565050



**EXHIBIT B**
**AFFIDAVIT OF MICHAEL F. HERZOG IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Michael F. Herzog, who under oath stated as follows:

1. My name is Michael F. Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am the president of Yupel LLC.

3. Yupel LLC is a property owner in the City of Taylor's extraterritorial jurisdiction. Its property is located at the following address: Hwy 95, Taylor, Texas 76574 (the "Property").

4. There is 1 owner of the Property: Yupel LLC. Yupel LLC owns 100% of the interest in the Property.

5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Michael F. Herzog

Sworn and subscribed to before me on this the 31 day of August, 2023.

Denise Muegge
Notary Public in and for the State of Texas

DENSE MUEGGE
My Notary ID # 125798528
Expires October 27, 2026

EXHIBIT
A-32

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Yupel LLC and Jona Enterprises LLC ("Owners") file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Yupel LLC and Jona Enterprises LLC own property within the City of Taylor's extraterritorial jurisdiction located at CR 406, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owners hereby Petition the City of Taylor to release of Owners' Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owners' Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavits of Owners, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swear that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owners' collective value in the Property constitute more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owners filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owners, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owners have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owners' Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owners' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owners' Property—is released by operation of law.

**OWNER NAME: YUPEL LLC**

By: Michael F Herzog Jr
Printed Name

Its: Manager Yupel LLC
Title

Signature

6/17/1973
Date of birth

2121840628
Voter registration number

Milam
Voter county of registration

1387 CR 464 Thorndale TX 76577
Residence address

8/31/23
Date of signing

**OWNER NAME: JONA ENTERPRISES LLC**

By: KEJDA X HERZOG
Printed Name

Its: MANAGER
Title

Kejda X. Herzog
Signature

05/13/1978
Date of birth

1176361720
Voter registration number

TRAVIS COUNTY
Voter county of registration

1702 INTERVAIL DR, AUSTIN TX 78746
Residence address

9/21/2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

2018070383 DEED Total Pages: 7

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

**Warranty Deed with Vendor's Lien**

**Date:** August 2, 2018

**Grantor:** JONA ENTERPRISES, LLC, a Texas limited liability company

**Grantor's Mailing Address:** 1702 Interval Drive Austin TX 78746

**Grantee:** YUPEL, LLC, a Texas limited liability company

**Grantee's Mailing Address:** 13887 CR 464 Thorndale TX 76577

**Consideration:**

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of $200,000.00. The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to JOSHUA A. SCHROEDER, TRUSTEE.

**Property (including any improvements):**

An undivided one-half (1/2) interest in and to two tracts of land, each containing 57.570 acres of land, more or less, out of the PENDLETON RECTOR SURVEY, Abstract No. 540, in Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in

Unofficial Document

persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2018, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until the note described is fully paid according to its terms, at which time this deed will become absolute.

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

JONA ENTERPRISES, LLC, a Texas limited liability company

By: Kejda X. Herzog, manager
KEJDA X. HERZOG, Manager

STATE OF TEXAS )
COUNTY OF Travis )

This instrument was acknowledged before me on August 3, 2018, by KEJDA X. HERZOG, Manager of JONA ENTERPRISES, LLC, a Texas limited liability company, on behalf of said limited liability company.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:



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EXHIBIT "A"

In Re: 57.570 Acres – Tract One
Part of a called 95.12 Acre tract (First Tract)
Pendleton Rector Survey
Abstract No. 540
Williamson County, Texas

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the Pendleton Rector Survey, Abstract No. 540, being part of a called 95.12 Acre tract (First Tract) conveyed from William L. Reiger, et ux to Reiger Living Trust by deed dated February 16, 1993, recorded in Volume 2267, Page 730 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit:

**BEGINNING** at a found 1" iron pipe on the east Right-of-Way line of County Road 406, at the northwest corner of a called 160.79 Acre tract conveyed to HS Farms, LLC in Doc. #2013116573, for the common southwest corner of the said 95.12 Acre tract and of this tract;

***THENCE*** N 07°58' 11" E - 225.36 feet along the common line between the said 95.12 Acre tract and the said east Right-of-Way line of County Road 406 to a found 5/8" iron rod at the southwest corner of a called 19.66 (residue) tract conveyed to Johnnie L. Machu in Vol. 535, Pg. 569, for a common exterior ell corner of the said 95.12 Acre tract and of this tract;

***THENCE*** along the common line between the said 95.12 Acre tract and the said residue of the 19.66 Acre tract for the following courses and distances:

S 82°56' 25" E - 580.80 feet to a set 1/2" iron rod for a common interior ell corner of the said 95.12 Acre tract and of this tract;

N 07°26' 39" E - 356.59 feet to a found 3/4" iron rod for a common interior ell corner of the said 95.12 Acre tract and of this tract;

N 79°53' 54" W - 19.63 feet to a set 1/2" iron rod at the southeast corner of a called 5.000 Acre tract conveyed to Ann M. Cooper in Doc. #2014057798 for a common exterior ell corner of the said 95.12 Acre tract and of this tract;

***THENCE*** N 07°21' 54" E - 1012.57 feet along the common line between the said 5.000 Acre tract and a called 6.000 Acre tract conveyed to Marvin Kokes in Vol. 707, Pg. 260 and a called 1.976 Acre tract conveyed to Glenda Roeglin, et vir in Doc. #2014026065, respectively, and the said 95.12 Acre tract to a found 1" iron rod at an exterior ell corner of the said 1.976 Acre tract, for a common interior ell corner of the said 95.12 Acre tract and of this tract;

**Triad Surveying, Inc.**
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

Project No. S16-163

Unofficial Document

***THENCE*** N 01°10′20″ E - 146.69 feet continuing along the common line between the said 95.12 Acre tract and the said 1.976 Acre tract to a found 1" iron rod on the south line of the Morgan Meadows Subdivision (Plat Records – Cabinet M, Slide 242), at the northeast corner of the said 1.976 Acre tract, for the common northwest corner of the said 95.12 Acre tract and of this tract;

***THENCE*** S 82°48′59″ E - 1377.12 feet along the common line between the said 95.12 Acre tract and the said Morgan Meadows Subdivision to a set 1/2" iron rod for the northeast corner of this tract;

***THENCE*** S 07°09′07″ W - 1751.37 feet crossing the said 95.12 Acre tract for division to a set 1/2" iron rod on the common line between the said 160.79 Acre tract and the said 95.12 Acre tract, for the southeast corner of this tract;

***THENCE*** N 82°33′24″ W - 1931.86 feet along the common line between the said 95.12 Acre tract and the said 160.79 Acre tracat to the **POINT OF BEGINNING** and containing within theses metes and bound 57.570 Acres of land;

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 13th day of December, 2016.

Bradley L. Lipscomb, RPLS

STATE OF TEXAS
REGISTERED
BRADLEY L LIPSCOMB
5952
PROFESSIONAL
LAND SURVEYOR

**Triad Surveying, Inc.**
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

Project No. S16-163

Unofficial Document

TRIAD SURVEYING

In Re: 57.570 Acres – Tract Two
All of a called 19.951 Acre tract (Second Tract)
Part of a called 95.12 Acre tract (First Tract)
Pendleton Rector Survey
Abstract No. 540
Williamson County, Texas

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the Pendleton Rector Survey, Abstract No. 540, being all of a called 19.951 Acre tract (Second tract), and part of a called 95.12 Acre tract (First Tract) conveyed from William L. Reiger, et ux to Reiger Living Trust by deed dated February 16, 1993, recorded in Volume 2267, Page 730 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit:

**BEGINNING** at a found 1/2" iron rod on the west Right-of-Way line of US Highway 95, at the southeast corner of the Morgan Meadows Subdivision (Plat Records – Cabinet M, Slide 242), for the common northeast corner of the said 19.951 Acre tract and of this tract;

***THENCE*** S 21°16′12″ E - 1783.40 feet along the common line between the said 19.951 Acre tract and the said west Right-of-Way line of US Highway 95 to a found 1/2" iron rod, at the northeast corner of a called 191.342 Acre tract conveyed to AKA Properties of North Texas, LP in Doc. #2015038694, for the common southeast corner of the said 19.951 Acre tract and of this tract;

***THENCE*** along the common line between the said 19.951 Acre tract and the said 95.12 Acre tract, respectively, and the said 191.342 Acre tract for the following courses and distances:

N 83°43′09″ W - 837.34 feet to a set 1/2" iron rod for a common interior ell corner of the said 19.951 Acre tract, the said 95.12 Acre tract, and of this tract;

S 07°19′51″ W - 175.00 feet to a set 1/2" iron rod at the northeast corner of a called 160.79 Acre tract conveyed to HS Farms, LLC in Doc. #2013116573 for a common exterior ell corner of the said 95.12 Acre tract, and of this tract;

***THENCE*** N 82°33′24″ W - 1057.17 feet along the common line between the said 95.12 Acre tract and the said 160.79 Acre tract to a set 1/2" iron rod for the southwest corner of this tract;

***THENCE*** N 07°09′07″ E - 1751.37 feet crossing the said 95.12 Acre tract for division to a set 1/2" iron rod on the common line between the said Morgan Meadows Subdivision and of the sad 95.12 Acre tract, for the northwest corner of this tract;

***THENCE*** S 82°48′59″ E - 1046.11 feet along the common line between the said Morgan Meadows Subdivision and the said 95.12 Acre tract and the said 19.951 Acre tract, respectively, to the **POINT OF BEGINNING** and containing within theses metes and bound 57.570 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 13th day of December, 2016.

Bradley L. Lipscomb RPLS

STATE OF TEXAS
REGISTERED
BRADLEY L LIPSCOMB
5952
PROFESSIONAL
LAND SURVEYOR

Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

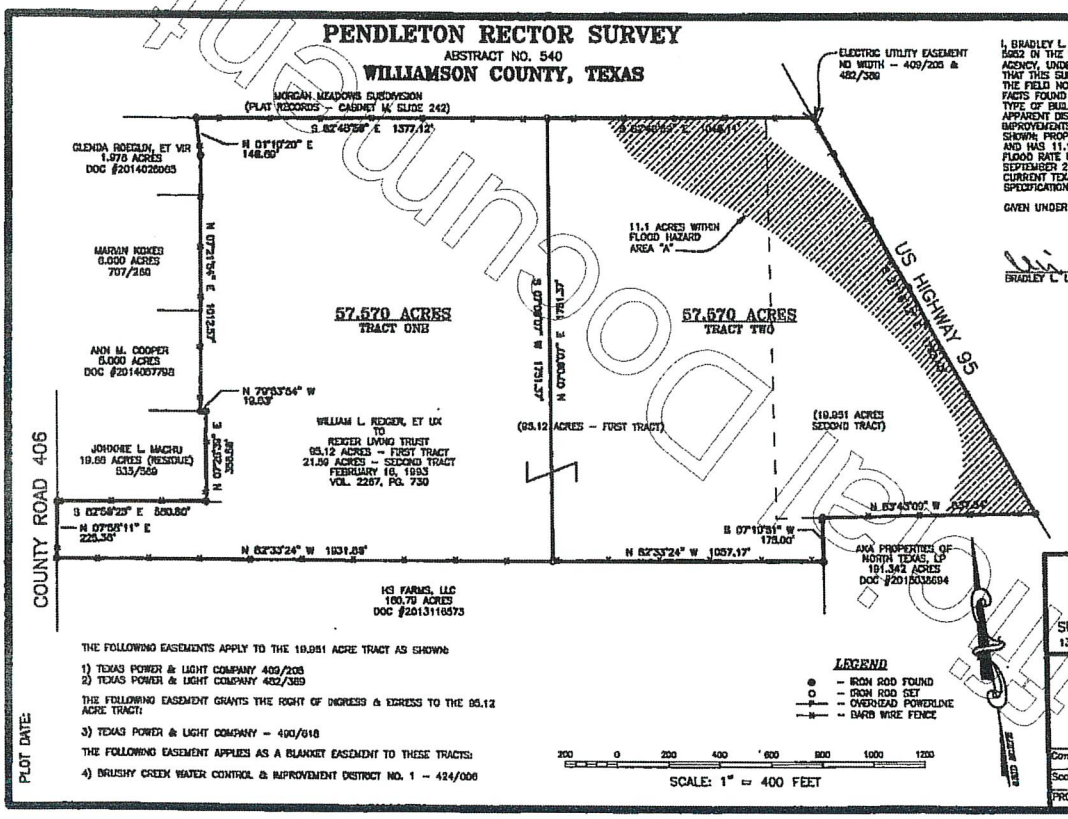
Project No. S16-163

Unofficial Document

# PENDLETON RECTOR SURVEY

ABSTRACT NO. 540

## WILLIAMSON COUNTY, TEXAS




I, BRADLEY L. LIPSCOMB, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5952 IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO THE TITLE AGENCY, UNDERWRITER, LENDER, MORTGAGE CO. AND/OR PURCHASER THAT THIS SURVEY WAS MADE ON THE GROUND; THIS PLAT HEREON AND THE FIELD NOTES ATTACHED TRULY AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY; THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN; THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN; PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AND HAS 11.1 ACRES WITHIN THE FLOOD HAZARD AREA ACCORDING TO FLOOD RATE MAP NO. 48491C0545E, WILLIAMSON COUNTY, TEXAS, DATED SEPTEMBER 26, 2008. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION IV SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 13th DAY OF DECEMBER, 2016.

BRADLEY L. LIPSCOMB, RPLS

STATE OF TEXAS
REGISTERED
BRADLEY L. LIPSCOMB
5952
PROFESSIONAL
LAND SURVEYOR

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE

THE FOLLOWING EASEMENTS APPLY TO THE 19.951 ACRE TRACT AS SHOWN:

1) TEXAS POWER & LIGHT COMPANY 409/205
2) TEXAS POWER & LIGHT COMPANY 482/389

THE FOLLOWING EASEMENT GRANTS THE RIGHT OF INGRESS & EGRESS TO THE 95.12 ACRE TRACT:

3) TEXAS POWER & LIGHT COMPANY – 490/618

THE FOLLOWING EASEMENT APPLIES AS A BLANKET EASEMENT TO THESE TRACTS:

4) BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 – 424/006

PLOT DATE:

GF No.: 14665-16-01356

SURVEYING, INC. FRIM REGISTRATION NO. 10007900
1311 WEST CAMERON P.O. BOX 1489 ROCKDALE, TX. 76567

**57.570 ACRES – TRACT ONE**
**57.570 ACRES – TRACT TWO**
PENDLETON RECTOR SURVEY
ABSTRACT 540
WILLIAMSON COUNTY, TEXAS

| | | | |
|---|---|---|---|
| Completion Date: | 12/13/16 | Drawn by: | KH |
| Scale: | 1"=400' | Surveyed by: | ES/MH |
| PROJECT NO. | S16-163 | Checked by: | BL |

Unofficial Document

(3) Michael Herzog
1387 CR 464
Thorndale, TX 76577

**FILED AND RECORDED**
OFFICIAL PUBLIC RECORDS 2018070383

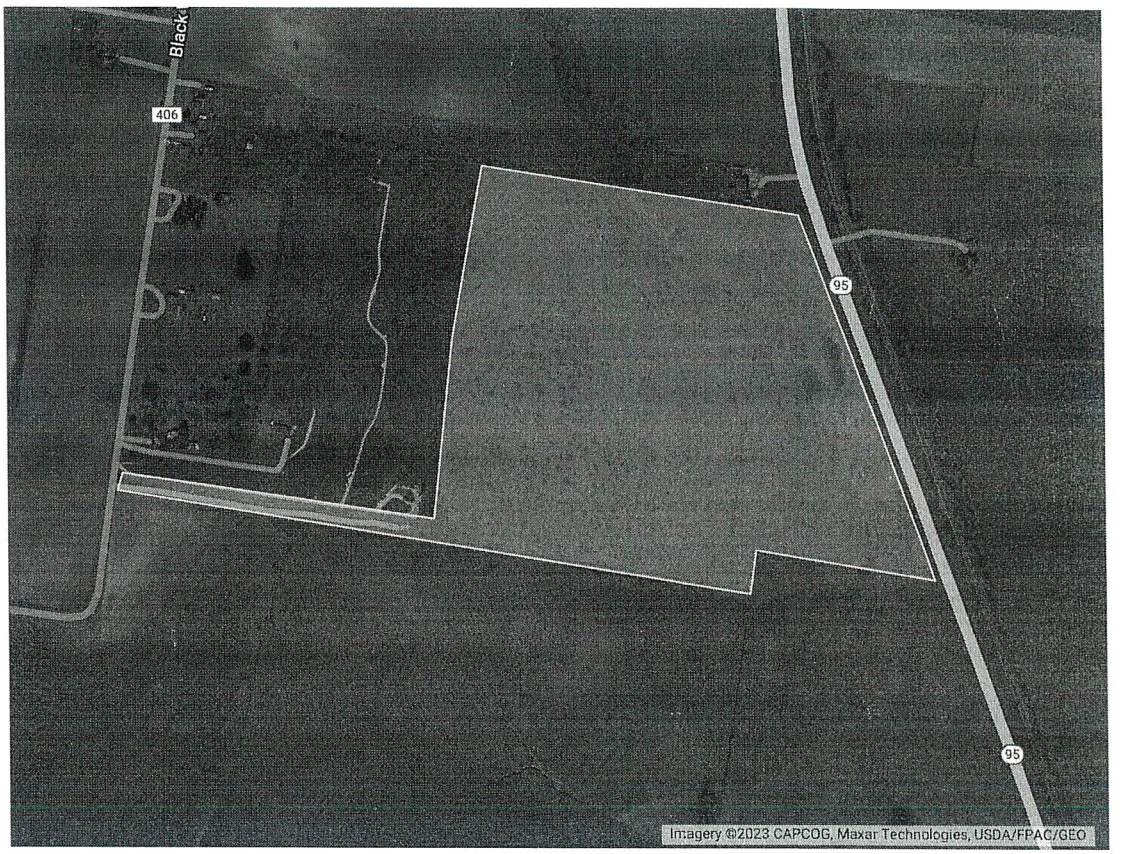
DEED Fee: $41.00
08/07/2018 01:23 PM LMUELLER

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

The Property

R019647



**AFFIDAVIT OF KEJDA X. HERZOG IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Kejda X. Herzog, who under oath stated as follows:

1. My name is Kejda X. Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am manager of Jona Enterprises LLC.

3. Jona Enterprises LLC is a property owner in the City of Taylor's extraterritorial jurisdiction. Its property is located at the following address: CR 406, Taylor, Texas 76574 (the "Property").

4. There are 2 owners of the Property: Yupel LLC and Jona Enterprises LLC. Jona Enterprises LLC owns 50% of the interest in the Property.

5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Kejda X. Herzog
Kejda X. Herzog

Sworn and subscribed to before me on this the 2nd day of ~~August,~~ September 2023.

Notary Public in and for the State of Texas

SCOTT L WEABER
Notary ID #134443985
My Commission Expires
July 10, 2027

**EXHIBIT B**
**AFFIDAVIT OF MICHAEL F. HERZOG IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Michael F. Herzog, who under oath stated as follows:

1. My name is Michael F. Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am the president of Yupel LLC.

3. Yupel LLC is a property owner in the City of Taylor's extraterritorial jurisdiction. Its property is located at the following address: CR 406, Taylor, Texas 76574 (the "Property").

4. There are 2 owners of the Property: Yupel LLC and Jona Enterprises LLC. Yupel LLC owns 50% of the interest in the Property.

5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Michael F. Herzog

Sworn and subscribed to before me on this the 31 day of August, 2023.

DENSE MUEGGE
My Notary ID # 125798528
Expires October 27, 2026

Notary Public in and for the State of Texas

EXHIBIT
A-33

COBB & JOHNS
501 Congress Ave., Suite 150
Austin, Texas 78701
bill@cobbjohns.com
512-399-3150

September 1, 2023

Ted W. Hejl
City of Taylor, City Attorney
PO Box 192
Taylor, Texas 76574-0192

***Via email: ted@hejllawfirm.com***

Re: Petition for Release from the City of Taylor's Extraterritorial Jurisdiction

Dear Mr. Hejl,

1. Ferma Enterprises LLC ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Ferma Enterprises LLC owns property within the City of Taylor's extraterritorial jurisdiction located at Hwy 95, Taylor, Texas 76574 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owner hereby Petitions the City of Taylor to release of Owner's Property from the City of Taylor's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. Owner's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.

6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

11. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and,

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature within 180 days after the date the first signature for the Petition was obtained.

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the of the land to be released (*See* Exhibit A), which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the City of Taylor's extraterritorial jurisdiction, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.

17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

**OWNER NAME: FERMA ENTERPRISES LLC**

By: Peter Herzog, President
Printed Name

Its: President
Title

Signature

08-03-1958
Date of birth

11323376 26
Voter registration number

Travis
Voter county of registration

Austin, TX
1702 Interval Drive 78746
Residence address

09-01-2023
Date of signing

# EXHIBIT A
## DEED AND PROPERTY MAP

ELECTRONICALLY RECORDED 2018000722
Williamson County, Texas Total Pages: 4

14665-17-02155

# GENERAL WARRANTY DEED

3

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

DATE: December 29, 2017

GRANTOR: Mark K. Albrecht and Cathy Moore f/k/a Cathy D. Albrecht

GRANTOR'S MAILING ADDRESS: 29 Sunrise Rd, Cody WY 82414

GRANTEE: Ferma Enterprises, LLC

GRANTEE'S MAILING ADDRESS: 1102 Anderwal Dr Austin, TX 78746

CONSIDERATION:

Cash and other valuable consideration.

PROPERTY (including any improvements):

See Exhibit "A" attached hereto and made a part hereof.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2018 and subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Unofficial Document

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

Mark K. Albrecht

Cathy Moore

State of Texas
County of Williamson

This instrument was acknowledged before me on the 29 day of December, 2017, by Mark K. Albrecht.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of TX

State of Texas
County of Williamson

This instrument was acknowledged before me on the 29 day of December, 2017, by Cathy Moore.

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 2260546
Comm. Expires 04/08/2019

Notary Public, State of TX

Prepared by:
Hancock McGill & Bleau, LLLP
Attorneys at Law
File No. 14665-17-02155
After Recording Return To:

1702 Interwail Dr.
Austin, Tx 78746

Dd2155-fw

Unofficial Document

In Re: 38.427 Acres
Part of a called 83 Acre tract
William J. Baker Survey
Abstract No. 65
Williamson County, Texas

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the William J. Baker Survey, Abstract No. 65, being part of a called 83 Acre tract conveyed from Emmett R. Albrecht to Mark L. Albrecht and Cathy D. Albrecht by deed dated December 22, 1987, recorded in Volume 1616, Page 111 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit;

**BEGINNING** at a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" on the west Right-of-Way line of U.S. Highway 95, at the southeast corner of a called 47.49 Acre tract conveyed to Kent Lee Bohls in Document No. 2007093824, for the common northeast corner of the said 83 Acre tract and of this tract;

*THENCE* S 29°38' 23" E - 1039.61 feet along the common line between the said 83 Acre tract and the said west Right-of-Way line of U.S. Highway 95 to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" for the southeast corner of this tract;

*THENCE* S 68°33' 07" W - 1618.30 feet, crossing the said 83 Acre tract for division, to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" on the common line between the said 83 Acre tract and the east Right-of-Way line of County Road 335, for the southwest corner of this tract;

*THENCE* N 30°22' 06" W - 1043.76 feet along the common line between the said 83 Acre tract and the said east Right-of-Way line of County Road 335 to a found 3/4" iron pipe at the southwest corner of the said 47.49 Acre tract, for the common northwest corner of the said 83 Acre tract and of this tract;

*THENCE* N 68°37' 37" E - 1632.02 feet along the common line between the said 83 Acre tract and the said 47.49 Acre tract to the **POINT OF BEGINNING** and containing within theses metes and bound 38.427 Acres of land;

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 17th day of February, 2017.

Bradley L. Lipscomb RPLS

STATE OF TEXAS
REGISTERED
BRADLEY L LIPSCOMB
5952
PROFESSIONAL
LAND SURVEYOR

**Triad Surveying, Inc.**
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

Project No. S17-030

Unofficial Document

**ELECTRONICALLY RECORDED**
**OFFICIAL PUBLIC RECORDS**

**2018000722**

Pages: 4 Fee: $29.00
01/03/2018 08:07 AM

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

The Property

R018621

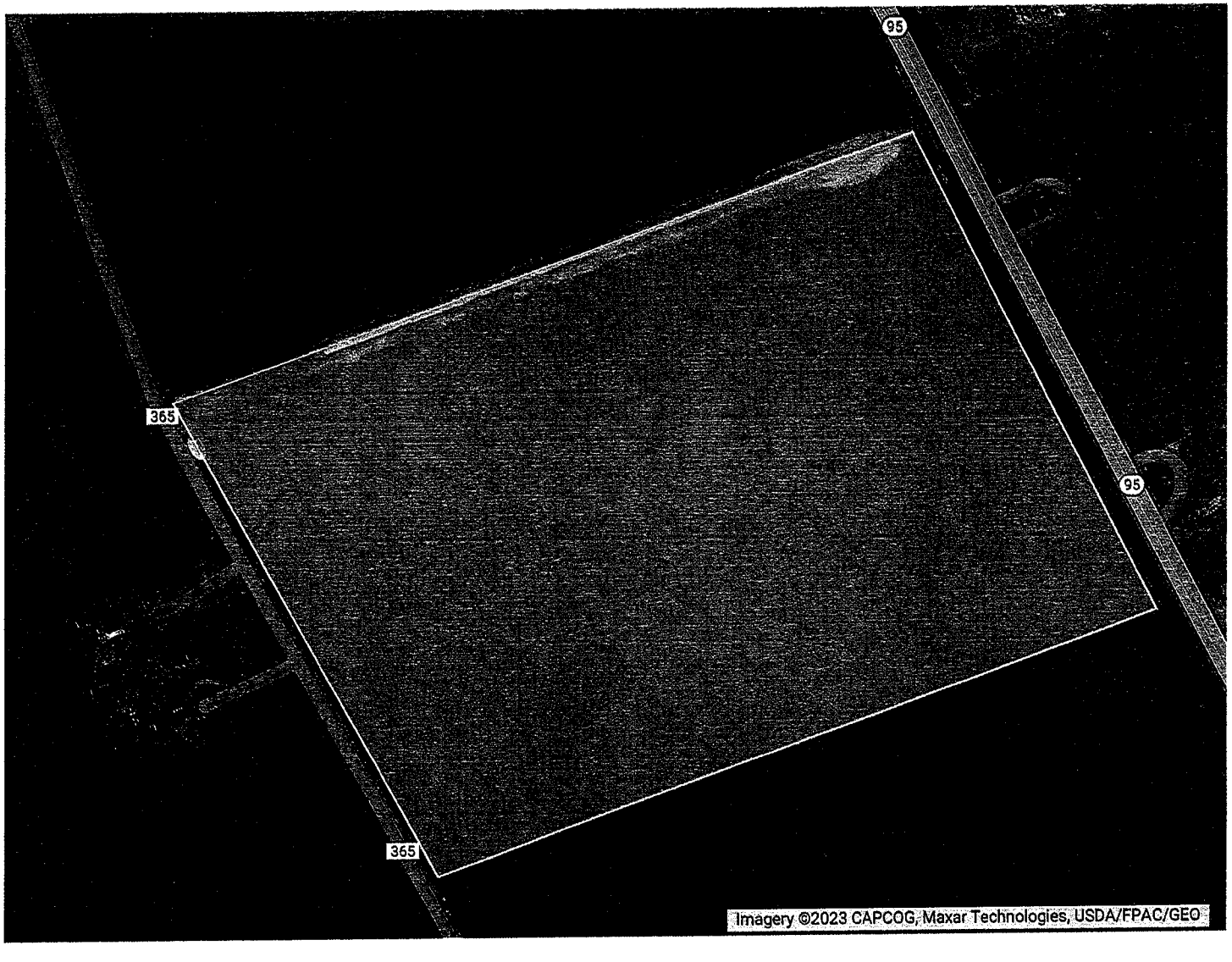


**EXHIBIT B**
**AFFIDAVIT OF PETER A. HERZOG IN SUPPORT OF PETITION FOR RELEASE FROM THE CITY OF TAYLOR'S EXTRATERRITORIAL JURISDICTION**

Before me, the undersigned authority, on this day personally appeared, Peter A. Herzog, who under oath stated as follows:

1. My name is Peter A. Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. I am the president of Ferma Enterprises LLC.

3. Ferma Enterprises LLC is a property owner in the City of Taylor's extraterritorial jurisdiction. Its property is located at the following address: Hwy 95, Taylor, Texas 76574 (the "Property").

4. There is 1 owner of the Property: Ferma Enterprises LLC. Ferma Enterprises LLC owns 100% of the interest in the Property.

5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.3 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 43.0751; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.

7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Peter A. Herzog

Sworn and subscribed to before me on this the 1 day of ~~August,~~ September 2023.

Notary Public in and for the State of Texas

DAVID RICHARD JOHNS
Notary ID #131725374
My Commission Expires
September 17, 2026

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR | |
|---|---|
| ☐ | Streets/Infrastructure |
| ☒ | Quality of Life |
| ☐ | Economic Vitality |

**Agenda Item #:** 12

**Agenda Title:** **Consider Introducing Ordinance 2023-49: Repeal of Juvenile Curfew Ordinance**

**Council Action to be taken:** Introduce Ordinance

**Department Submitted:** Police

**Staff Contact:** Henry Fluck, Chief of Police
Mark Schroeder, City Attorney

## 1. PURPOSE/DESCRIPTION

Due to the Texas State Legislature adopting HB 1819, the City of Taylor Juvenile Curfew Ordinance needs to be repealed.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On January 23, 1996, City Council passed, approved and adopted Ordinance 951128-02, establishing a curfew for minors. City Council re-adopted the Juvenile Curfew Ordinance multiple times, the most recent being February 10, 2022.

The Texas Legislature passed HB 1819, which was signed by Governor Abbot prohibiting municipalities and counties from enacting or enforcing Juvenile Curfew Ordinances. Texas Family Code 370.007 states:

Sec. 370.007. JUVENILE CURFEWS PROHIBITED. (a)
Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

(b) This section does not apply to a curfew implemented under Chapter 418, Government Code, for purposes of emergency management.

This is effective September 1, 2023.

As of September 1, 2023, the Taylor Police Department can no longer enforce the City's Juvenile Curfew Ordinance. Therefore, the City's Juvenile Curfew Ordinance needs to be repealed.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Comply with State Law.<br>• No longer restricts the freedom and movement of juveniles during specified hours. | • Protects Juveniles from becoming victims of crime.<br>• Protects the community from juvenile criminal activity.<br>• Valuable crime prevention tool for the Police Dept.<br>• Holds parents accountable.<br>• A means to discourage truancy and encourage school attendance. |

## 4. RECOMMENDATION

Repeal the Juvenile Curfew Ordinance.

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

Texas HB 1819 became effective September 1, 2023.

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

N/A

## 8. ATTACHMENTS

12a. Ordinance 2023-49

**ORDINANCE NO. 2023-49**

**AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS REPEALING ORDINANCE NO. 2019-04, ORDINANCE NO. 2022-10 AND CHAPTER 19, ARTICLE II.- JUVENILE CURFEW OF THE TAYLOR CODE OF ORDINANCES; INCLUDING A REPEALER CLAUSE.**

**WHEREAS**, the City of Taylor, Texas, adopted Ordinance Nos. 2019-04 and 2022-10, regarding a curfew for minors in the City of Taylor; and

**WHEREAS**, Ordinance Nos. 2019-04 and 2022-10 were codified as Chapter 19, Article II – "Juvenile Curfew" in the Taylor Code of Ordinances;

**WHEREAS**, the State of Texas recently passed a Texas House Bill 1819 striking down any local municipal juvenile curfew ordinances;

**WHEREAS**, the City Council finds it is required under state law to repeal its Juvenile Curfew ordinances; and

**WHEREAS**, the City now desires to repeal Ordinance No. 2019-04, Ordinance No. 2022-10, and Chapter 19, Article II. – Juvenile Curfew of the City of Taylor Code of Ordinances in their entirety.

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

**SECTION 1.** Ordinances No. 2019-04, Ordinance No. 2022-10, and Chapter 19, Article II. – Juvenile Curfew of the Taylor Code of Ordinances are hereby repealed in their entirety.

**SECTION 2.** All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2023.

_____
Brandt Rydell, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

_____
Mark J. Schroeder, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-49, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2023, 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 _____, 2023.

_____
Dianna McLean
City Clerk

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☒ Quality of Life |
| ☐ Economic Vitality |

**Agenda Item #:** 13

**Agenda Title:** **Introduce Ordinance 2023-50, Assignment Pay**

**Council Action to be taken:** Consider introducing Ordinance 2023-50

**Department Submitted:** Human Resources

**Staff Contact:** LaShon Gros, Human Resources Director

## 1. PURPOSE/DESCRIPTION

This agenda item is to introduce Ordinance 2023-50 requesting a change to the Field Training Officer provision in the previously approved ordinance.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The police and fire departments utilize approved assignment pay for specialized public service positions. The police department has implemented a Field Training Officer assignment pay of $1200 per year. The current ordinance states, “Because the assignment of “Field Training Officer” requires additional and specialized duties, members who are assigned to perform these duties are entitled to receive Twelve Hundred Dollars ($1,200.00) per year as assignment pay during the time period that the members are performing the duties of “Field Training Officer,” i.e., when that member has a probationary police officer assigned to him or her.”

Staff is recommending the language “during the time period that the members are performing the duties of ‘Field Training Officer,’ i.e., when that member has a probationary police officer assigned to him or her.” is removed. This is consistent with the way we apply other assignment pay for police and fire department. This assists with retention efforts.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Remove obstacle to recruiting/retention efforts | • Additional costs for pay and benefits depends on number of Field Training Officers assigned. |

## 4. RECOMMENDATION

Introduce Ordinance.

## 5. FUNDING SOURCE

General Fund

## 6. TIMELINE

Effective immediately.

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

N/A

## 8. ATTACHMENTS

13a. Ordinance 2023-50

# ORDINANCE NO. 2023-50

**AN ORDINANCE CREATING "ASSIGNMENT PAY" FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS; "SENIORITY PAY" IN THE POLICE DEPARTMENT; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.**

**WHEREAS,** the City of Taylor adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and

**WHEREAS**, there are specialized assignments within the Fire and Police Departments and certain firefighters and police officers perform those assignments that are not performed by every firefighter and police officer; and

**WHEREAS,** § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and

**WHEREAS**, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Department; and

**WHEREAS**, § 143.043 of the Texas Local Government Code permits municipalities to authorize assignment pay for members of the Police Department who perform the duties and responsibilities of the field training officer program; and

**WHEREAS**, the City Council has the authority under § 143.041(c)(1) of the Texas Local Government Code to set seniority pay for classified positions.

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

## SECTION 1.

That the matters and facts set forth in the preamble are hereby found to be true and are incorporated by reference into this Ordinance.

## SECTION 2.

The assignment of "Medical Officer" is a specialized function within the Taylor Fire Department and that assignment involves review and responsibility over medical functions of the Department. When a member is designated by the Fire Chief or his designee to serve as the "Medical Officer" for the Department, that member is entitled to receive One Thousand Dollars ($1,000.00) per year as assignment pay.

## SECTION 3.

The assignment of "Inspector" is a specialized function within the Taylor Fire Department and that assignment involves performing inspections, writing reports, and taking enforcement actions for the Department and satisfying the requirements set forth by HB 3866 (81R). When a member is designated by the Fire Chief or his designee to serve as "Inspector" for the Department, that member is entitled to receive Four Hundred and Seventy Five Dollars ($475.00) per year as assignment pay.

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**SECTION 4.**

The assignment of "Fire Investigator" is a specialized function within the Taylor Fire Department and that assignment involves investigating the causes and sources of fires and writing reports regarding the results of those investigations for use by the Department and the public. When a member is designated by the Fire Chief or his designee to serve as "Fire Investigator" for the Department, that member is entitled to receive Three Hundred Dollars ($300.00) per year as assignment pay.

**SECTION 5.**

The assignment of "Criminal Investigator-Detective" is a specialized function with the Taylor Police Department and that assignment involves investigating higher-grade misdemeanors and felonies for prosecution in County and District Court. When a department member is designated by the Police Chief or his designee to serve as "Criminal Investigator - Detective" for the Department, that member is entitled to receive Twelve Hundred Dollars ($1,200.00) per year as assignment pay.

**SECTION 6.**

The assignment of "Sergeant-Criminal Investigations" is a specialized function with the Taylor Police Department and that assignment involves responsibility and oversight for all criminal investigations of higher grade misdemeanors and felonies undertaken by the Taylor Police Department. When a member is designated by the Police Chief or his designee to serve as "Sergeant-Criminal Investigation" for the Department, that member is entitled to receive Twelve Hundred Dollars ($1,200.00) per year as assignment pay.

**SECTION 7.**

The assignment of "Field Training Officer" is a specialized assignment within the Taylor Police Department. The assignment of "Field Training Officer" involves training and evaluating police recruits on the policies, practices, and procedures of the Taylor Police Department. The Police Chief or his designee assigns capable Police personnel to this position of responsibility in accordance with his or her demonstrated knowledge and familiarity with the Field Training Officers Program. Because the assignment of "Field Training Officer" requires additional and specialized duties, members who are assigned to perform these duties are entitled to receive Twelve Hundred Dollars ($1,200.00) per year as assignment pay.

**SECTON 8.**

The terms of this ordinance and/or any payment of "assignment pay" do not apply to a member who is performing any of these duties on a "step-up" "acting" or any other temporary basis.

**SECTION 9.**

The City Council deems that police officers who are hired with prior full-time paid law enforcement experience will be placed on the City of Taylor's Police Department Step Plan Pay Scale based on the following formula:

Applicants for police officer positions who are hired after March 1, 2021, shall be eligible for Special Seniority pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties, and who has been employed as such with an agency which serves a population of 16,000 persons/ has at least fifteen (15) full-time sworn officer authorized positions. A lateral entry applicant shall not have more than a three (3)-year break in service from the time the applicant left the prior law enforcement agency and the time the applicant applied

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with the Taylor Police Department.

The starting pay for lateral entry officers with prior law enforcement experience of at least two (2) years shall be placed at the step in the police pay schedule commensurate with their qualified complete years of experience up to, but not exceeding, the rate of pay specified in the City's top step of the police officer step pay plan.

Previous Taylor Police Officers who are re-appointed as Police Officers are ineligible for Special Seniority Pay as described above, and if reappointed, he or she will be placed in the same salary step they held at the time of their resignation.

Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Actual work experience in another law enforcement agency will not be considered for promotional eligibility requirements, departmental seniority or transfers. Departmental seniority for lateral officers will begin on their most recent Civil Service hire date with the Taylor Police Department.

**SECTION 10.**

The effective date of this ordinance is October 26, 2023 and will remain in effect until superseded.

**SECTION 11.**

All other ordinances, parts of ordinances or resolutions in conflict with this ordinance are hereby repealed.

**SECTION 12.**

In accordance with Article 8 of the City Charter, Ordinance No. 2023-17 was introduced before the Taylor City Council on the 12th day of October, 2023.

PASSED, APPROVED, and ADOPTED on the 26th day of October, 2023.

APPROVED

_____

Brandt Rydell, Mayor

ATTEST

_____

Dianna McLean, City Clerk

APPROVED AS TO FORM:

DRAFT

_____
Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-50, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2023, 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 _____ 2023.

_____
Dianna McLean
City Clerk

DRAFT

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☒ Quality of Life |
| ☐ Economic Vitality |

**Agenda Item #:** 14

**Agenda Title:** **Introduce Ordinance 2023-51, Police Department Hiring Incentive**

**Council Action to be taken:** Consider introducing Ordinance 2023-51

**Department Submitted:** Human Resources

**Staff Contact:** LaShon Gros, Human Resources Director

## 1. PURPOSE/DESCRIPTION

This agenda item is to introduce Ordinance 2023-51 creating a police department hiring incentive.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The police department has implemented a seniority lateral hiring plan to attract experienced and skilled sworn law enforcement personnel. The current ordinance was approved by Council on April 26, 2023.

Staff is recommending a hiring incentive to assist in attracting certified officers. It is beneficial to attract and hire certified officers. Certified officers require less training time and often have years of experience.

The cost of training a police officer change depending on which academy is available at time of hire. Sending an officer to an academy can cost as much as $5,000. The hiring incentive would incur any additional costs to the general fund. Instead of paying for the academy, it is given to the officer as an incentive.

Creating this ordinance would assist in the recruitment of certified officers.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Recruitment incentive | • Additional costs for pay and benefits depending on years of service of the hired officer. |

## 4. RECOMMENDATION

Introduce Ordinance

## 5. FUNDING SOURCE

General Fund

## 6. TIMELINE

Effective immediately.

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

N/A

## 8. ATTACHMENTS

14a. Ordinance 2023-51
14b. Presentation

**ORDINANCE 2023-51**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS ADOPTING THIS ORDINANCE ESTABLISHING THE PAYMENT OF A MONETARY RECRUITMENT INCENTIVE FOR NEW LICENSED POLICE OFFICER HIRES, SETTING FORTH CRITERIA FOR THE INCENTIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Taylor is facing a shortage of qualified police applicants, because, in part, of the availability of other types of employment and other employers' willingness to provide signing bonuses or other hiring incentives; and

**WHEREAS,** the City Council believes that by offering a financial recruitment incentive to qualified newly hired Licensed Police Officer candidates, the City will benefit by recruiting and retaining police officers; and

**WHEREAS,** the City has increased recruiting qualified Police Officer candidates, it is believed that increasing the financial recruitment incentive will improve recruiting and retention efforts; and

**WHEREAS,** the City Council, in order to protect the public's funds, authorizes the establishment of a mechanism for a return of the monetary recruitment incentive if the Police Officer's employment is ended within three years of the hire date; and

**WHEREAS,** the City Council believes that increasing recruitment of certified Police Officers serves an important public purpose.

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

I. That the City Council hereby finds the statements made in the preamble are true and correct.

II. Effective October 26, 2023, the City Council authorizes the payment of a monetary recruitment incentive in the amount of $5,000 to each Probationary Police Officer who takes an entrance examination after the effective date of this ordinance, who possesses a Texas Commission on Law Enforcement peace officer certification by their hire date, based on the following conditions:

1) At the time of hire, the Police Officer candidate must execute an Acknowledgment Form (attached and incorporated by reference into this Ordinance) subject to the terms set out in the Acknowledgement Form, prior to receiving the monetary recruitment incentive. An explicit requirement contained in the Form is that the financial incentive must be repaid to the City if employment is ended within

three years of the Probationary Police Officer's hire date.

III. The monetary recruitment incentive pay will cease to be offered when the City reaches authorized staffing at the Police Department and may be reinstated with the approval of the City Manager when one (1) or more entry level police officer positions are open.

VI. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

V. Repealer: That all other ordinances, section, or parts of ordinances heretofore adopted by the City of Taylor in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

VI. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VII. Publication: That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VIII. Effective Date: That this ordinance shall become effective and be in full force on October 26, 2023.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, ON THIS THE 26th DAY OF OCTOBER, 2023.**

_____
Brandt Rydell, Mayor

ATTEST:

_____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

_____
Mark Schroeder, City Attorney

DRAFT

**CITY OF TAYLOR**
**POLICE OFFICER HIRING INCENTIVE**
**EMPLOYEE ACKNOWLEDGMENT**

I, _____, ("Employee") acknowledge and agree to the following terms of payment of the Police Officer Hiring Incentive:

1. The City will pay me $2,500.00 at the end of the first pay period of the hire date.

2. The City will pay me $2,500.00 after the successful completion of the Taylor Police Department Field Training Program.

3. If I resign within three years of my hire date or my employment is terminated by the City of Taylor, I acknowledge that I must re-pay this financial incentive to the City. I acknowledge that the City may deduct this incentive from my final paycheck, to include any sick leave, vacation or holiday leave accruals.

4. I understand that nothing herein is intended to alter the at-will employment status of my employment during my probationary period. I understand that failure to work the required time as specified in this agreement will constitute breach of this agreement. I understand the City will take whatever action that may be necessary to collect the amount I may owe.

**EMPLOYEE**

_____ _____
Employee Date

**WITNESS:**

_____
Printed Name

_____ _____
Signature Date

**RECEIVED BY:**

_____ _____
Human Resources Date

DRAFT

# Incentive Pay Ordinance

# Police Department Hiring Incentive

- **Lateral Hiring Ordinance**
  - Allows for hiring experienced officers
  - Officers are placed on a step in the pay scale based on years of service
- **Hiring Incentive**
  - Assist in recruitment of certified officers
  - Reduce training time for new officers
  - Often come with years of experience

# FUNDING

- Police Academy Costs
  - Vary depending on academy
  - Can cost as much as $5,000
- Hiring in place of Police Academy Costs
  - $5,000 as incentive since there would not be academy costs
  - Half given after finish with department training
  - Half given on one year anniversary
  - Repayment provision
- Minimal Impact to general fund

# QUESTIONS?

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☒ Streets/Infrastructure |
| ☐ Quality of Life |
| ☐ Economic Vitality |

**Agenda Item #:** 15

**Agenda Title:** **Consider Ordinance 2023-52, Strength of Force, number of positions in Fire Department**

**Council Action to be taken:** Consider introducing Ordinance 2023-52

**Department Submitted:** Human Resources

**Staff Contact:** LaShon Gros, Human Resources Director

## 1. PURPOSE/DESCRIPTION

This agenda item is to consider Ordinance 2023-52 requesting an increase in the number of positions in the fire department.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Texas Local Government Code (TLGC), Chapter 143.021 states City Council must establish the classifications of all police officer and fire fighter positions and set the maximum number of positions in each classification.

The City of Taylor Fire Department is requesting to increase the number of positions in the classification of firefighter from nine (9) positions to twelve (12) positions. The fire department is requesting three firefighter positions due to the growth of the City.

Adding these positions assist with keeping timely responses as the city continues to grow. Staff recommend adding the additional position to the firefighter classification.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Assists with timely responses | • Additional costs for pay and benefits |

## 4. RECOMMENDATION

Introduce Ordinance

## 5. FUNDING SOURCE

General Fund

## 6. TIMELINE

Effective after second reading, October 26th.

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

N/A

## 8. ATTACHMENTS

15a. Ordinance 2023-52
15b. Presentation

**ORDINANCE NO. 2023-52**

**AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PRESCRIBING THE CLASSIFICATIONS FOR POLICE OFFICER AND FIREFIGHTER POSITIONS AND THE MAXIMUM NUMBER OF POSITIONS IN EACH CLASSIFICATION.**

**WHEREAS,** pursuant to Section 143.021 of the Local Government Code, Civil Service, the City Council must establish the classifications of all police officer and fire fighter positions; and

**WHEREAS,** the City Council must also prescribe the maximum number of positions in each classification for police officer and firefighter positions.

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Taylor, Texas, that the following police officer and firefighter classifications and maximum number of positions be established as follows as of the effective date of this Ordinance:

| **Police Department Classifications** | **Police Department Positions** |
|---|---|
| Police Commander | 2 |
| Police Sergeant | 5 |
| Police Corporal | 4 |
| Police Officer/ Police Recruit | 18 |

| **Fire Department Classifications** | **Fire Department Positions** |
|---|---|
| Assistant Fire Chief | 1 |
| Lieutenant | 7 |
| Driver/Operator | 6 |
| Firefighter | 12 |

This ordinance was presented at the stated meeting of the City Council of the City of Taylor and upon reading was passed and adopted by the City Council, this the ____ day of September 2023, by a vote of _____ayes and_____nays.

_____
Brandt Rydell, Mayor

**ATTEST:**

_____
Dianna McLean, City Clerk

**APPROVED AS TO FORM:**

_____
Mark Schroeder, City Attorney

DRAFT

# Strength of Force

## Ordinance for Civil Service Positions

# BACKGROUND

- Texas Local Government Code (TLGC) 143.021 requires City Council to:
  - Establish the classifications of all police officer and firefighter positions
  - Set the maximum number of positions in each classification

# STAFFING REQUEST

- Fire Department requests adding three additional positions to the classification of firefighter due to growth of City
- The additional firefighter positions assist with timely responses as the City grows
- 3 firefighters add 1 position per shift

# RECOMMENDATION

- Staff recommends increasing the classification of firefighter from 9 to 12 positions.
- The number of positions in all other fire classifications will remain the same.
- The number of positions in all police classifications will remain the same.

# QUESTIONS?

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☐ Quality of Life |
| ☒ Economic Vitality |

**Agenda Item #:** 16

**Agenda Title:** **Presentation and discussion on WILCO EDP (Economic Development Partnership) delegation trip to Korea. (Brian LaBorde/Dave Porter, WILCO EDP).**

**Council Action to be taken:** Presentation only

**Department Submitted:** City Manager

**Staff Contact:** Brian LaBorde, City Manager

## 1. PURPOSE/DESCRIPTION

A presentation will be given by Dave Porter, Executive Director of the Williamson County (WILCO) Economic Development Partnership (EDP) highlighting the value-added benefits from another WILCO delegation trip to South Korea for business recruitment.

## 2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

EDP provided for another business recruitment endeavor to South Korea that included delegates from Cedar Park, Hutto, Jarrell, Liberty Hill, Leander, Round Rock, Georgetown and Taylor. Team Taylor consisted of Regina Carlson, Business Development Specialist, Taylor Economic Development Corporation; Jacob Walker, City Engineer, HDR; Mayor and City Manager.

## 3. STAFF ANALYSIS (How and Why)

The recruitment venture offered a one-day seminar with an attendance of over 101 companies wanting to locate in Williamson County particularly close to Samsung. Each city profiled its community, land and/or office availability for development. Furthermore, such companies scheduled more in-depth meetings with certain communities that aligned closer to their business plans. Taylor had numerous follow-up meetings with such attendees throughout the remaining week and landed several potential prospects that the TEDC is continuing to follow up with.

## 4. RECOMMENDATION

Presentation.

## 5. FUNDING SOURCE

Taylor Economic Development Corporation sponsored travel expenses for city delegation. City of Taylor would like to thank the TEDC for their consideration.

## 6. TIMELINE

The trip was from 9/10-9/16.

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

N/A

## 8. ATTACHMENTS

16a. Presentation

Wilco | Economic Development Partnership

Taylor City Council
October 12, 2023

# Partners:

- Williamson County
- Cedar Park
- Hutto
- Jarrell
- Liberty Hill
- Leander
- Round Rock Chamber
- Georgetown
- Taylor

# South Korea Strategy


미국
워싱턴 DC
텍사스
멕시코
주 경계선

# South Korea Strategy

- April 15-22 Trip
  - Delegation of 9
  - Samsung / Pyeontaek
  - KOTRA (Korean Department of Commerce)
  - “Mutual Agreement of Cooperation”

- April 27
  - KOTRA opens Austin Office
  - Official Signing of “Agreement” Between Wilco and KOTRA

- Explore Options for Wilco Presence in S. Korea


CHO, Eunburm

# South Korea Strategy (Cont.)

- Travel to Seoul – July 1

- Wilco EDP Office Officially Opens in Seoul
  - Global Business Partners
  - Co-Located at KOTRA's Headquarters
  - Office has Generated 9 Leads
  - Renewed Contract 10/1/23 – 9/30/24


Wilco
Economic
Development
Partnership
텍사스주 윌리엄슨 카운티 경제개발청
투 자 청
long Kong

# S. Korea Strategy

- S. Korea Trip – 9/10 – 9/16

- Delegation of 16
  - Taylor
  - Hutto
  - Round Rock
  - Georgetown
  - Jarrell
  - Cedar Park
  - Wilco (Commissioner Boles)
  - Wilco EDP

# S. Korea Strategy (Cont.)

- ½ Day Seminar - ”Doing Business in Williamson County, Texas”
  - 101 Companies Attended
  - 35 Company Meetings
  - US Embassy



# Why S. Korea

- Samsung
- 100-200 Additional Suppliers
- Texas Legislative Session
  - Automotive / EV
  - Clean Tech / Solar Projects
  - Software
  - Life Sciences
- 4 Pending Announcements

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Office: 02 6275 5057



# Thank You!!!



# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☒ Streets/Infrastructure |
| ☒ Quality of Life |
| ☒ Economic Vitality |

**Agenda Item #:** 17

**Agenda Title:** **Presentation regarding the adoption of the new Land Development Code (zoning, subdivision, signs).**

**Council Action to be taken:** Receive presentation

**Department Submitted:** Development Services

**Staff Contact:** Tom Yantis, Assistant City Manager

## 1. PURPOSE/DESCRIPTION

This agenda item provides for a presentation on the draft Taylor Made Land Development Code (zoning, subdivision, sign regulations).

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City Council adopted the Envision Taylor Comprehensive Plan in November of 2021. The plan calls for a return to the traditional development patterns that define Taylor's historic downtown and adjacent neighborhoods. To achieve that goal, one of the implementation actions in the plan is to update the City's development regulations.

On January 13, 2022, Council awarded a contract to Simplecity Design, LLC to complete the development ordinances update. A detailed timeline of the process is below.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Provides and update to Council on the land development code. | • N/A |

## 4. RECOMMENDATION

Receive the presentation

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

Contract awarded to Simplecity Design – January 13, 2022
First public meeting (DNA Roundup) – April 19, 2022
Second public meeting (Design Rodeo) – May 3, 2022
Bike ride and festival booth at Blackland Prairie Days – May 7, 2022
City Council update – June 9, 2022
Third public meeting (Code Rodeo) – July 13, 2022
City Council and P&Z joint workshop – August 18, 2022
Draft zoning districts open house – November 2, 2022
Contract with HDR to update Engineering Manual – December 8, 2022
Drafts of LDC and Engineering Manual produced – Spring/Summer 2023
LDC adoption workshop with P&Z – September 12, 2023
LDC public notices sent – September 2023
LDC adoption public hearing at P&Z – October 10, 2023
LDC presentation to Council – October 12, 2023
LDC adoption public hearing at City Council – October 26, 2023
LDC final adoption consideration by City Council – November 9, 2023

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

N/A

## 8. ATTACHMENTS

17a. Presentation
17b. Final Draft Land Development Code

# Land Development Code Presentation

City Council

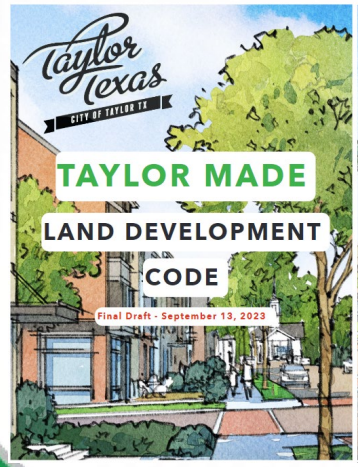
October 12, 2023

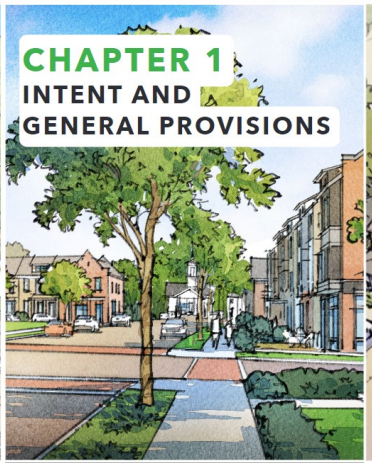
# Overview of Process to Date

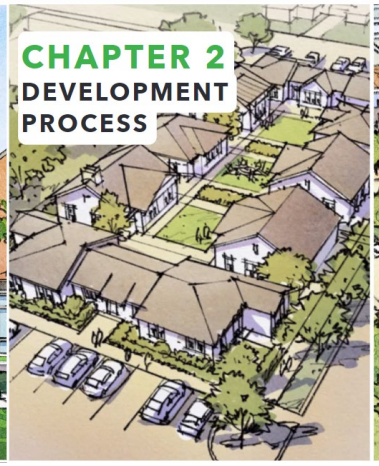
- Contract awarded to Simplecity Design – January 13, 2022
- First public meeting (DNA Roundup) – April 19, 2022
- Second public meeting (Design Rodeo) – May 3, 2022
- Bike ride and festival booth at Blackland Prairie Days – May 7, 2022
- City Council update – June 9, 2022
- Third public meeting (Code Rodeo) – July 13, 2022
- Workshop with City Council and P&Z – August 18, 2022
- Draft Zoning Ordinance Open House – November 2, 2022
- Contract awarded to HDR to update Engineering Manual – December 8. 2022
- Drafts of LDC and Engineering Manual produced – Spring/Summer 2023
- LDC adoption workshop with P&Z – September 12, 2023
- Mailed notice to all property owners – September 2023
- LDC adoption public hearing and recommendation by P&Z – October 10, 2023

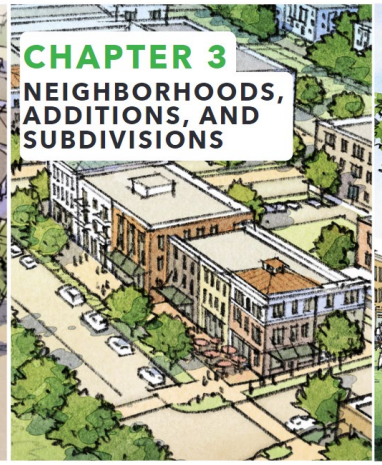
# What's Being Adopted

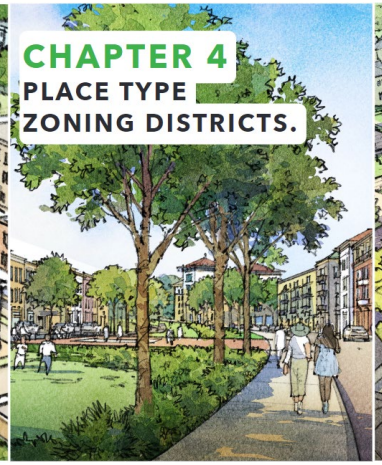
- New Zoning regulations and City-wide rezoning
- New Subdivision regulations
- New Sign regulations

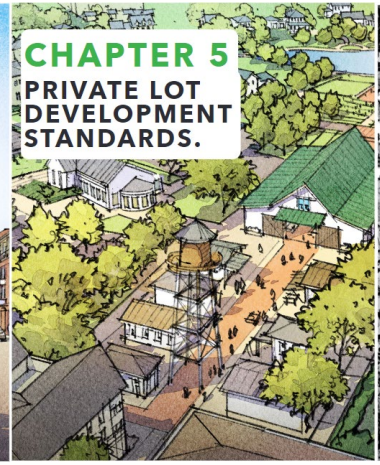


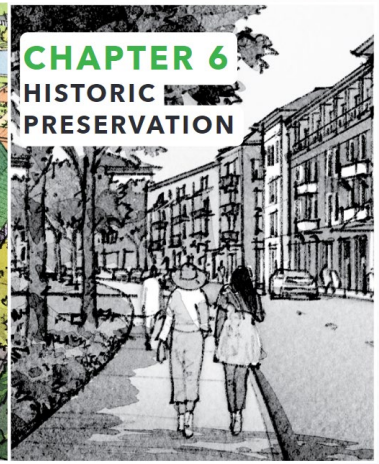








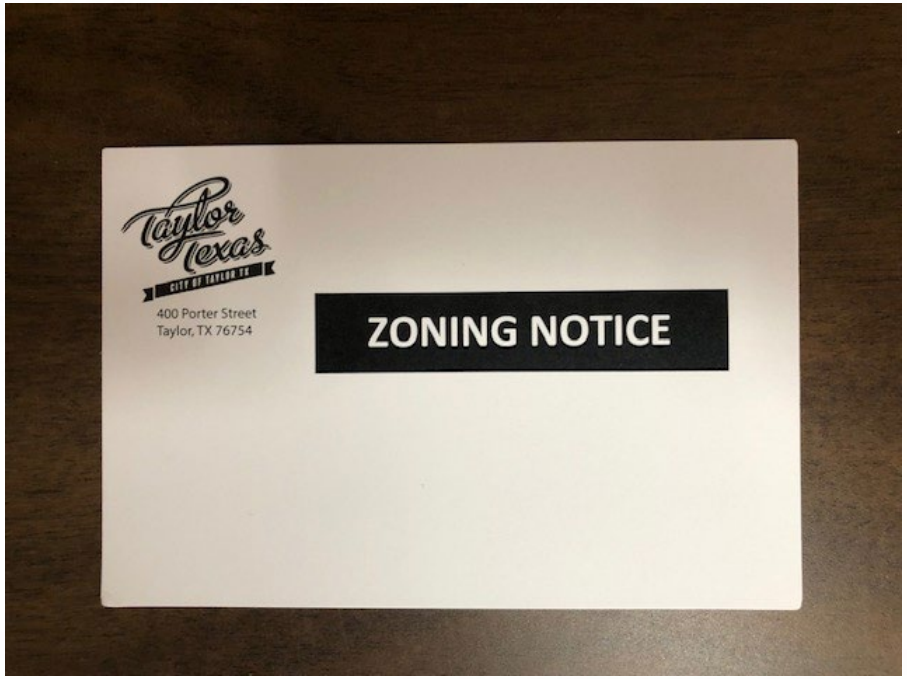


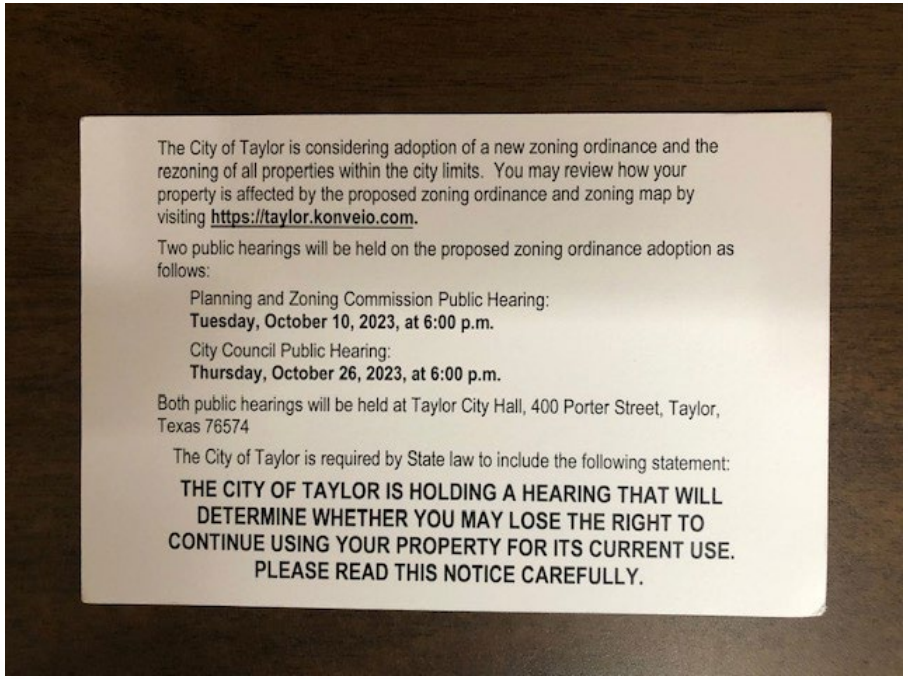



Taylor Texas
CITY OF TAYLOR TX

# Why Did we Send a Postcard to Everyone?

- State law requires mailed notice when the City adopts new zoning regulations




Taylor Texas
CITY OF TAYLOR TX

# Why does it say what it says?

- New law – Senate Bill 929 passed by Texas legislature in 2023 requires the City to include this statement when it is proposing to adopt new zoning regulations

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

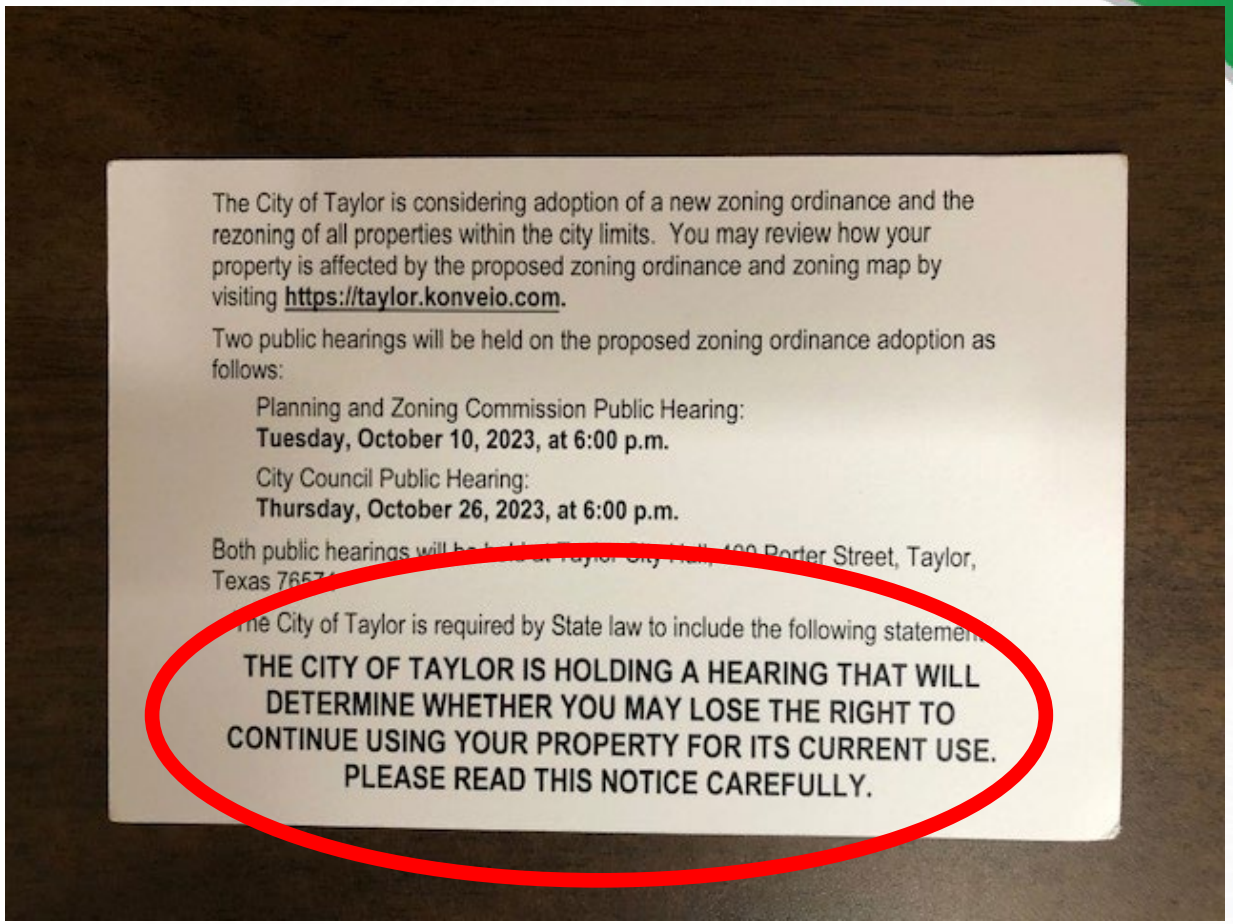
(a-1) In addition to any notice required by this section or Section 211.007, the governing body of a municipality or a zoning commission, as applicable, shall provide written notice of each public hearing regarding any proposed adoption of or change to a zoning regulation or boundary under which a current conforming use of a property is a nonconforming use if the regulation or boundary is adopted or changed. The notice must:

(1) be mailed by United States mail to each owner of real or business personal property where the proposed nonconforming use is located as indicated by the most recently approved municipal tax roll and each occupant of the property not later than the 10th day before the hearing date;

(2) contain the time and place of the hearing; and

(3) include the following text in bold 14-point type or larger:

"THE [MUNICIPALITY NAME] IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY."



# Will property owners lose the right to use their property for its current permitted use?

- No!
- Some properties will become “legal nonconforming uses”
- Most properties will become “legal conforming uses”

**1.10 EFFECT ON EXISTING CONDITIONS (NONCONFORMITIES).**

**1.10.1 INTENT.**

Within the city limits and extraterritorial jurisdiction, exist lots, sites, structures, signs, uses of land, and characteristics of use that were lawful before this LDC was enacted, amended or otherwise made applicable to such lots, sites, structures, signs or uses, but that do not now conform to the standards of this LDC. It is the intent of this LDC to permit such nonconforming lots, sites, structures, signs or uses to continue, if the conditions within this section and other applicable sections are met.

**1.10.2 DETERMINATION OF NONCONFORMING STATUS.**

Determination of nonconforming status shall be made by the Director of Development Services or their designee or successor, subject to appeal to the ZBA.

**1.10.3 LEGAL NONCONFORMING STATUS.**

Any lots, sites, structures, signs, or uses of land which do not conform with the regulations of this LDC shall be deemed legal nonconforming when:

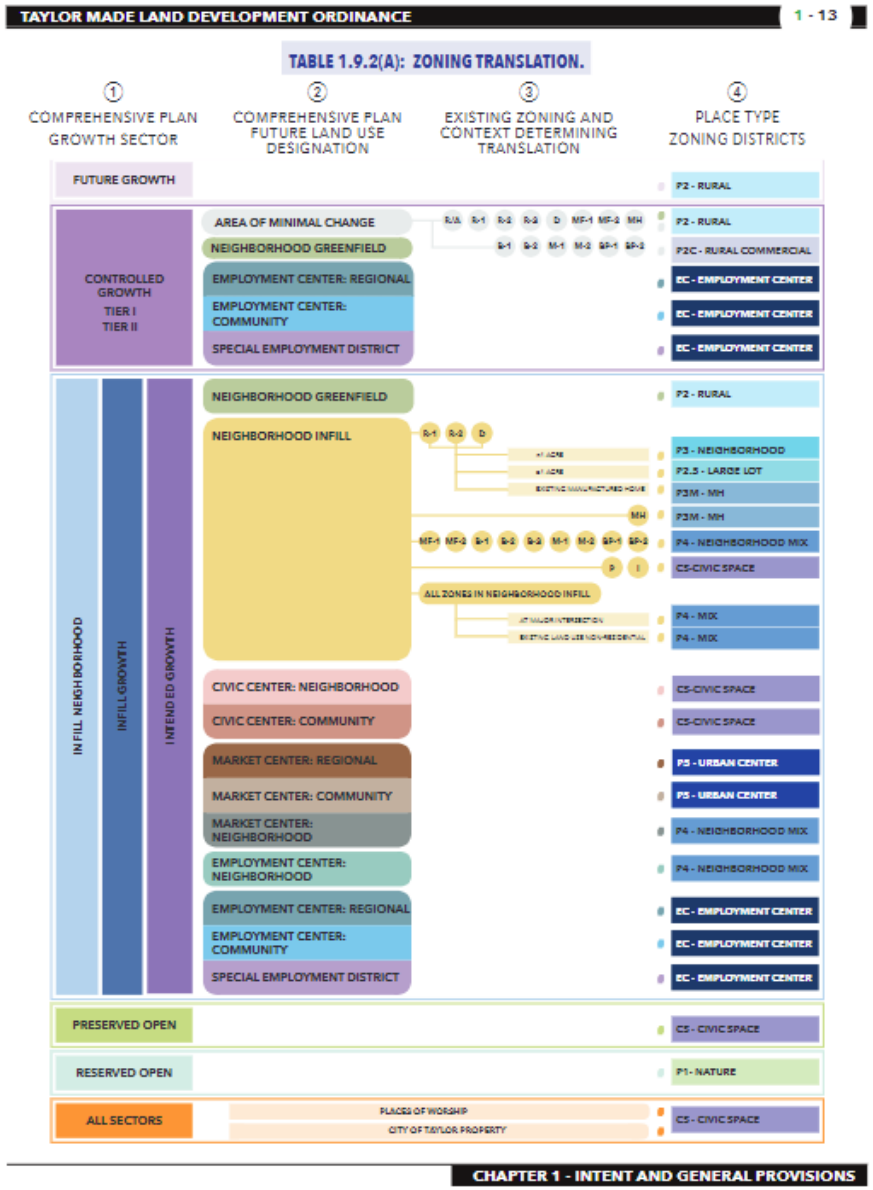
(1) Such lots, sites, structures, signs, or uses of land were in existence and lawfully operating as of the effective date of this LDC, and have since been in regular and continuous use; or

(2) Such lots, sites, structures, signs, or uses of land were in existence and lawfully operating as of the effective date of any amendment to this LDC, but by such amendment are no longer in conformance with this LDC, and have since been in regular and continuous use; or

(3) Such lots, sites, structures, signs, or uses of land were in existence and lawfully operating on the date that annexation proceedings were instituted and have since been in regular and continuous use.

Taylor Texas
CITY OF TAYLOR TX

# How can I see what my property's zoning will be?



TAYLOR MADE LAND DEVELOPMENT ORDINANCE 1 - 13

TABLE 1.9.2(A): ZONING TRANSLATION.

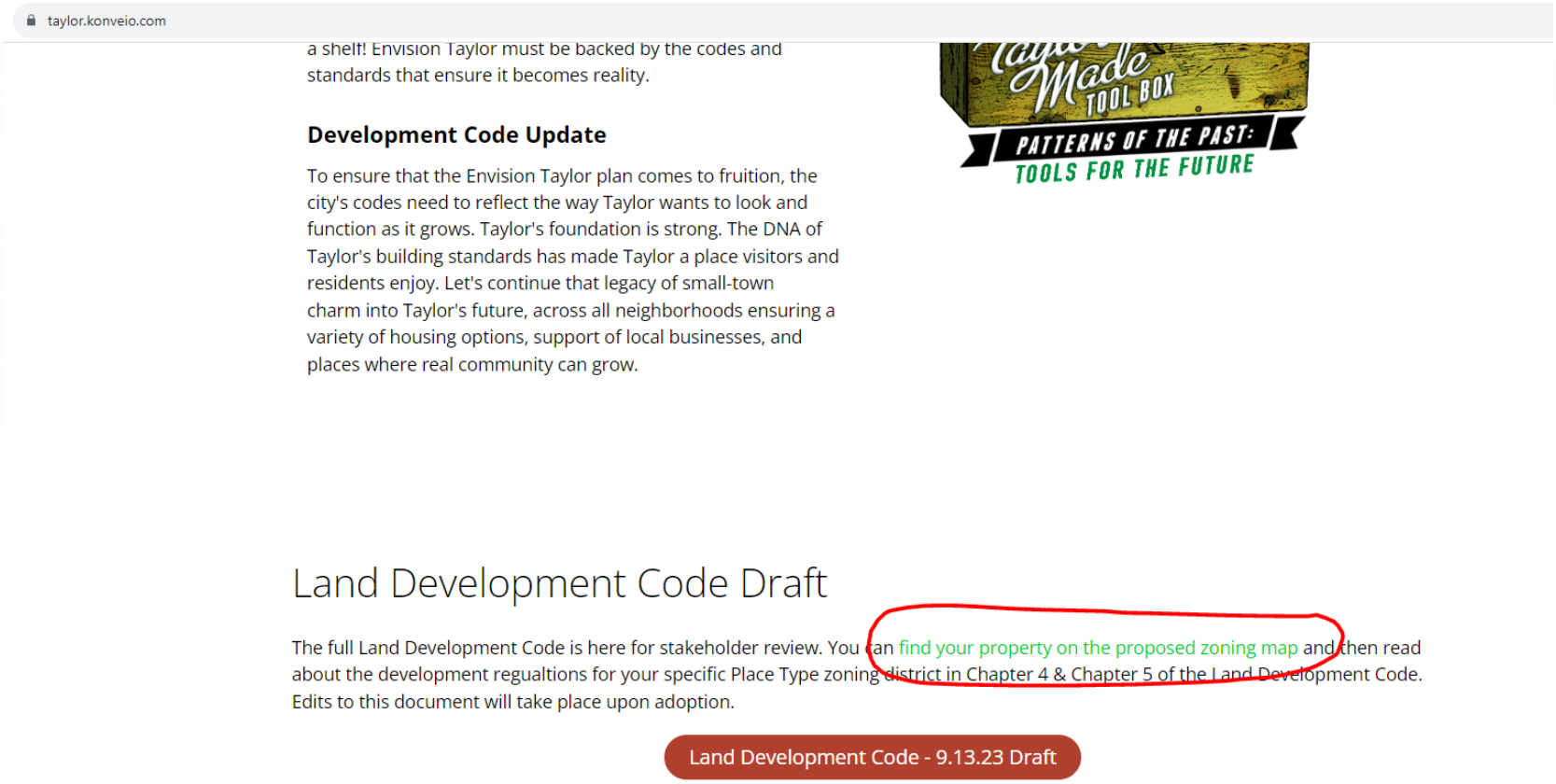
| ① COMPREHENSIVE PLAN GROWTH SECTOR | ② COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION | ③ EXISTING ZONING AND CONTEXT DETERMINING TRANSLATION | ④ PLACE TYPE ZONING DISTRICTS |
|---|---|---|---|
| FUTURE GROWTH | | | P2 - RURAL |
| CONTROLLED GROWTH TIER I TIER II | AREA OF MINIMAL CHANGE | R/A R-1 R-2 R-3 D MF-1 MF-2 MH | P2 - RURAL |
| | NEIGHBORHOOD GREENFIELD | B-1 B-2 M-1 M-2 BP-1 BP-2 | P2C - RURAL COMMERCIAL |
| | EMPLOYMENT CENTER: REGIONAL | | EC - EMPLOYMENT CENTER |
| | EMPLOYMENT CENTER: COMMUNITY | | EC - EMPLOYMENT CENTER |
| | SPECIAL EMPLOYMENT DISTRICT | | EC - EMPLOYMENT CENTER |
| INFILL NEIGHBORHOOD / INFILL GROWTH / INTENDED GROWTH | NEIGHBORHOOD GREENFIELD | | P2 - RURAL |
| | NEIGHBORHOOD INFILL | R-1 R-2 D | P3 - NEIGHBORHOOD |
| | | AT ACRE | P2.5 - LARGE LOT |
| | | AT ACRE | P3M - MH |
| | | EXISTING MANUFACTURED HOME | P3M - MH |
| | | MH | P4 - NEIGHBORHOOD MIX |
| | | MF-1 MF-2 B-1 B-2 B-3 M-1 M-2 BP-1 BP-2 | CS-CIVIC SPACE |
| | | P I | |
| | | ALL ZONES IN NEIGHBORHOOD INFILL | P4 - MIX |
| | | AT MAJOR INTERSECTION | P4 - MIX |
| | | EXISTING LAND USE NON-RESIDENTIAL | |
| | CIVIC CENTER: NEIGHBORHOOD | | CS-CIVIC SPACE |
| | CIVIC CENTER: COMMUNITY | | CS-CIVIC SPACE |
| | MARKET CENTER: REGIONAL | | P5 - URBAN CENTER |
| | MARKET CENTER: COMMUNITY | | P5 - URBAN CENTER |
| | MARKET CENTER: NEIGHBORHOOD | | P4 - NEIGHBORHOOD MIX |
| | EMPLOYMENT CENTER: NEIGHBORHOOD | | P4 - NEIGHBORHOOD MIX |
| | EMPLOYMENT CENTER: REGIONAL | | EC - EMPLOYMENT CENTER |
| | EMPLOYMENT CENTER: COMMUNITY | | EC - EMPLOYMENT CENTER |
| | SPECIAL EMPLOYMENT DISTRICT | | EC - EMPLOYMENT CENTER |
| PRESERVED OPEN | | | CS - CIVIC SPACE |
| RESERVED OPEN | | | P1 - NATURE |
| ALL SECTORS | PLACES OF WORSHIP | | CS - CIVIC SPACE |
| | CITY OF TAYLOR PROPERTY | | |

CHAPTER 1 - INTENT AND GENERAL PROVISIONS

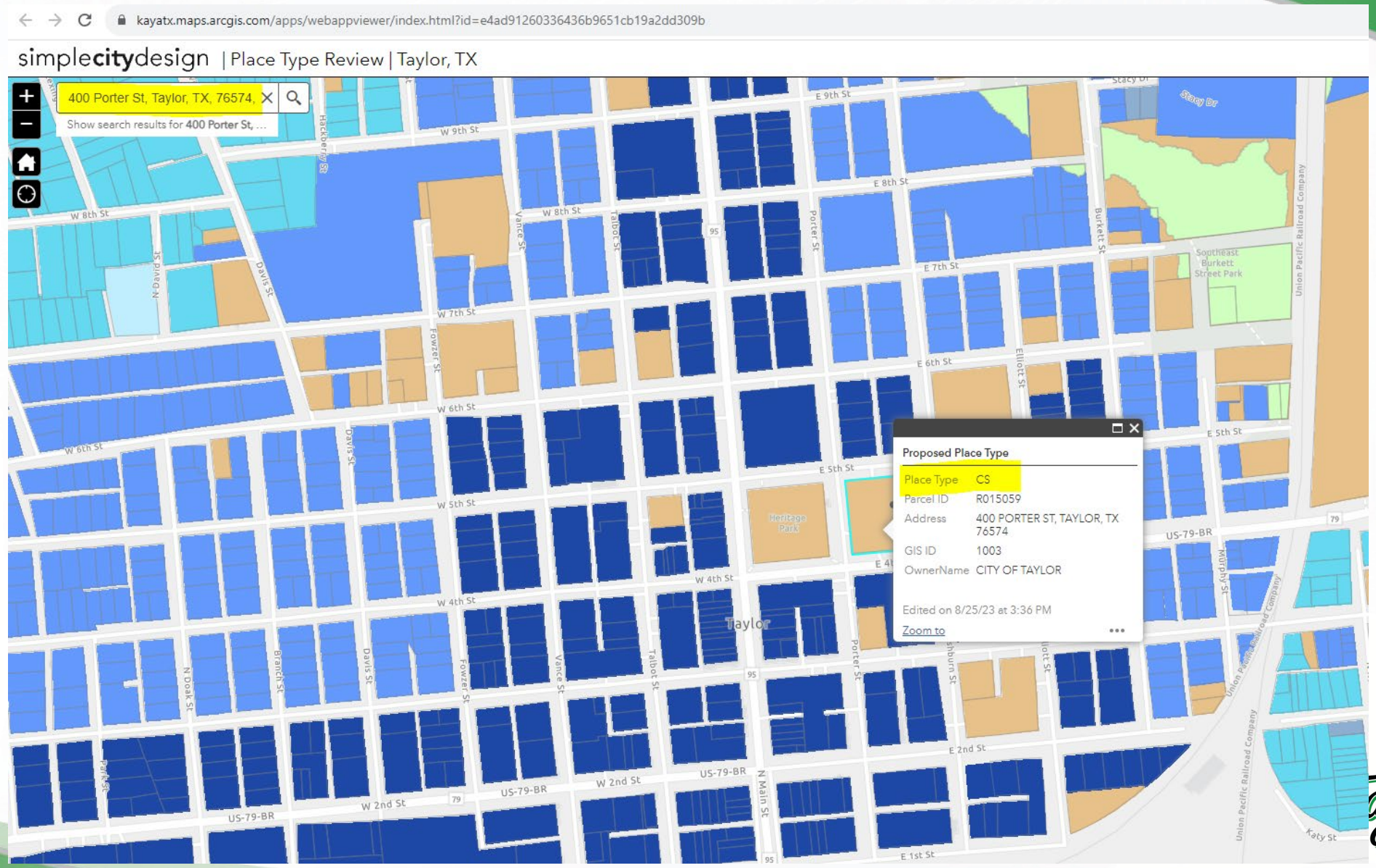


# How can I see what my property's zoning will be?

- https://taylor.konveio.com/



# How can I see what my property's zoning will be?



# How can I see what my property's zoning will be?





### 4.2.3.1 P1: NATURE

The P1 Nature Place Type are lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. P1 is intended to preserve areas that contain sensitive habitats, active or passive open spaces, parks and limited agriculture uses. Nature includes floodplains, creeks tributaries and other waterways.



### 4.2.3.2 P2: RURAL

The P2 Rural Place Type regulates mainly large, sparsely settled land used for agricultural purposes and food production. This Place Type helps preserve Taylor's natural beauty and agricultural history. Rural living and sparsely settled lands are to be located in a manner that does not cause a nuisance to more intensely inhabited areas. The Rural Place Type is a holding zone for newly annexed areas and new neighborhoods that have not yet had Place Type allocation.



### 4.2.3.3 P2C: RURAL COMMERCIAL

The P2C Rural Commercial Place Type is applied to properties that include a standalone building on an individual lot. They have large setbacks and are typically surrounded by parking lots with rear service lanes. It may contain outdoor displays, lay-down yards or similar rural characteristics. Sites are generally located along rural roads.



### 4.2.3.4 P2.5: LARGE LOT

The P2.5 Large Lot Place Type includes properties that are one (1) acre or greater. Generally, the lots contain one (1) or more structures with large setbacks from the street. Properties may be entirely fenced but can be seen from the street edge. Generally, the properties are residential in nature.



### 4.2.3.5 P3: NEIGHBORHOOD

The P3 Neighborhood Place Type generally includes low-density residential areas. P3 is adjacent to higher density Place Types that have some mixed-use buildings. Setbacks vary from relatively deep to shallow. The roads and blocks may be irregular to accommodate natural conditions.



### 4.2.3.6 P3M: MANUFACTURED HOUSING

The P3M Manufactured Housing Place Type consists of lots that currently have a manufactured building as the primary structure. Generally, P3M includes low-density residential areas. P3M is adjacent to higher density Place Types that have some mixed-use buildings. Planting is naturalistic, and setbacks vary from relatively deep to shallow. The roads and blocks may be irregular to accommodate natural conditions.







### 4.2.3.7 P4: MIX

The P4 Mix Place Type functions as a smooth transition from commercial-oriented P5 Urban Center Place Type outward to the established residential P3 Neighborhood Place Type. P4 Mix regulates a variety of building types ranging from smaller commercial buildings to intermixed house-form commercial and attached and detached residential. It provides flexibility for this area to easily transition between low-intensity commercial and residential building types, allowing for the neighboring P5 Urban Center zoning to expand and contract over time, increasing Taylor's economic resiliency.



### 4.2.3.8 P5: URBAN CENTER

The P5 Urban Center Place Type regulates a higher intensity mixture of building types that accommodate commercial, retail, offices, hotels, and residential. Buildings are set close to the sidewalk with high pedestrian and vehicle traffic. P5 promotes a continuous line of buildings and wide sidewalks critical to defining the public frontage.



### 4.2.3.9 EC: EMPLOYMENT CENTER

The EC Employment Center Place Type function, disposition, or configuration cannot, or should not conform to one or more of the Place Types. EC shall be used for job creation centers and building forms that do not fit within the character of the other Place Types. At time of application for an Employment Center Plan, development standards will be determined to fit the needs of the proposed use.



### 4.2.3.10 CS: CIVIC SPACE TABLE

Civic Spaces and/or Civic Buildings serve as community features appropriate to their Place Types. Civic Spaces provide relief from the urban environment inside each neighborhood. See Civic Space Types below:

# What if a property owner wants a different Place Type?

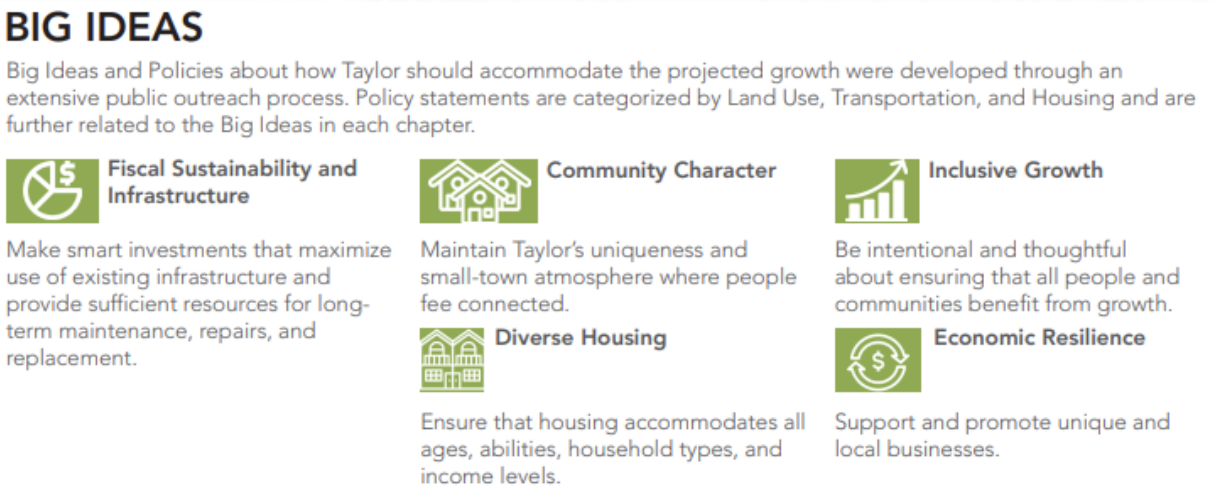
- Some have already requested new Place Types and those requests will be considered during adoption.
- For six months after adoption, all property owners will have the ability to request a Place Type change, without paying any application fees.
- Whether a requested change is granted will be dependent upon whether the change is consistent with the Envision Taylor comprehensive plan.

# Land Development Code Contents

- Chapter 1 – Intent and General Provisions
- Chapter 2 – Development Process
- Chapter 3 – Neighborhoods, Additions and Subdivisions
- Chapter 4 – Place Type Zoning Districts
- Chapter 5 – Private Lot Development Standards (including signs)
- Chapter 6 – Historic Preservation
- Appendices – Engineering Manual, Development Manual

# Chapter 1 Highlights

- Purpose – linked to 5 Big Ideas from Envision Taylor Comprehensive Plan
- Intent – organized at 3 scales: City, Neighborhood, Block/Street/Lot/Building
- Jurisdiction – entire LDC in city limits, only subdivision and sign regulations in ETJ
- Effect on projects in process
- Effect on non-conformities



## BIG IDEAS

Big Ideas and Policies about how Taylor should accommodate the projected growth were developed through an extensive public outreach process. Policy statements are categorized by Land Use, Transportation, and Housing and are further related to the Big Ideas in each chapter.

**Fiscal Sustainability and Infrastructure**

Make smart investments that maximize use of existing infrastructure and provide sufficient resources for long-term maintenance, repairs, and replacement.

**Community Character**

Maintain Taylor's uniqueness and small-town atmosphere where people fee connected.

**Inclusive Growth**

Be intentional and thoughtful about ensuring that all people and communities benefit from growth.

**Diverse Housing**

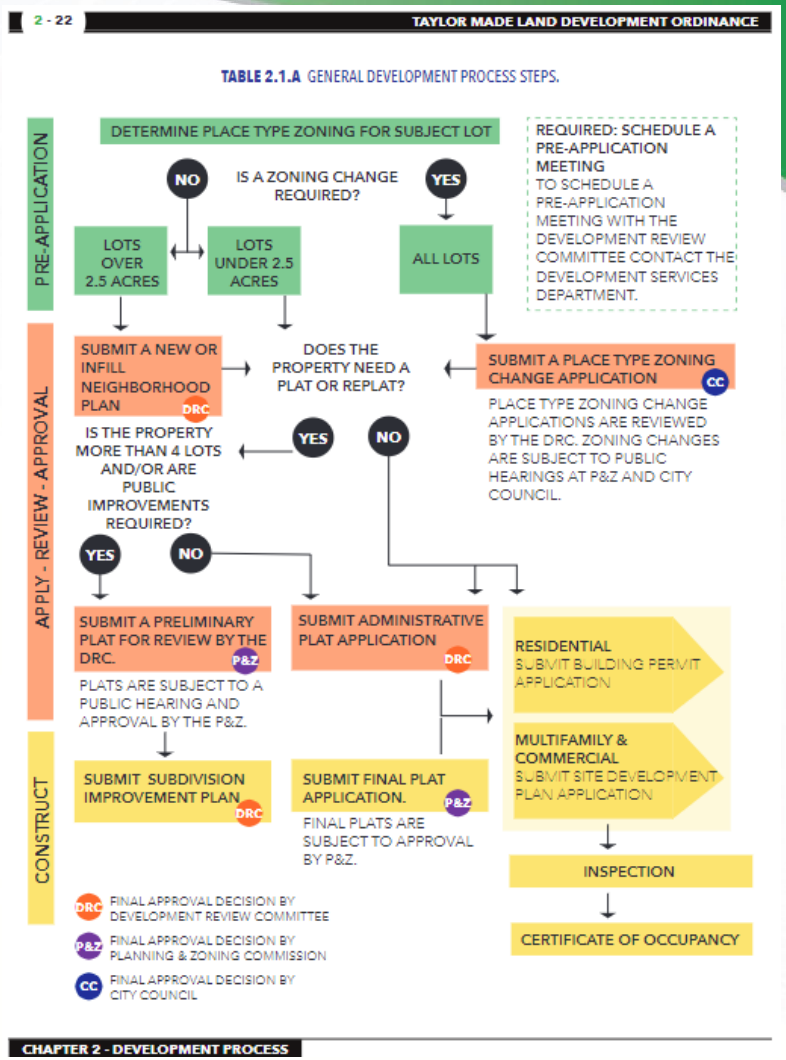
Ensure that housing accommodates all ages, abilities, household types, and income levels.

**Economic Resilience**

Support and promote unique and local businesses.

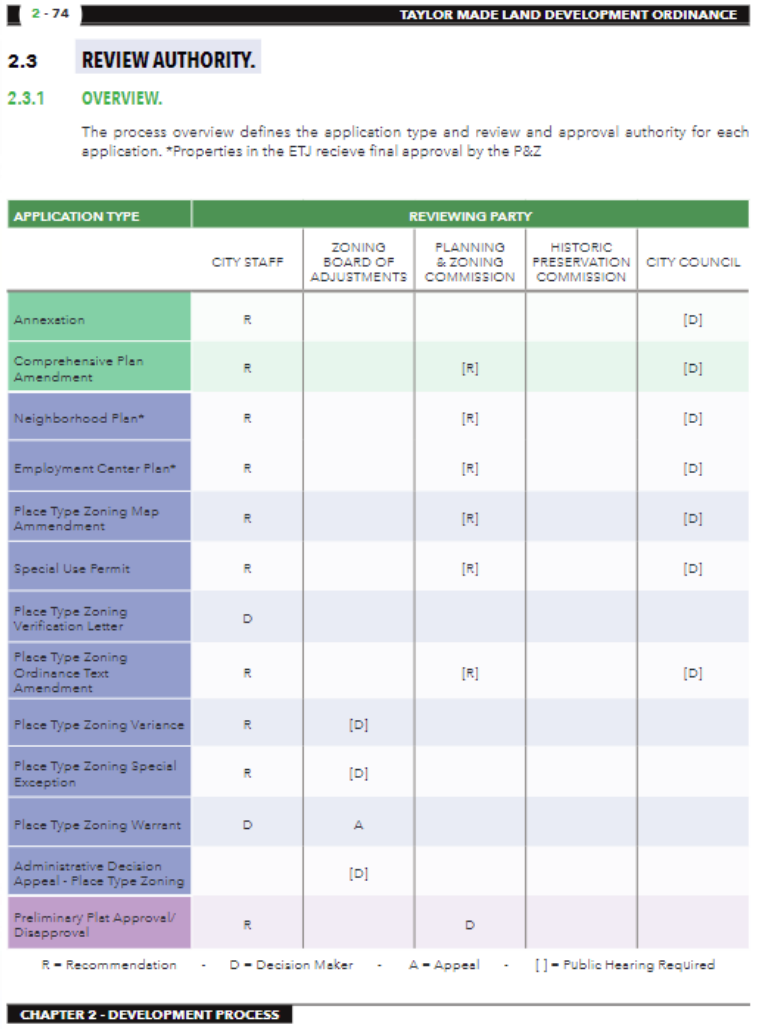
# Chapter 2 Highlights

- Development Process
  - Properties over 2.5 acres (a standard city block)
    - New Neighborhoods and Employment Center Plans
      - Neighborhood Plan and Place Type allocation (adopted by ordinance)
      - Preliminary Plat
      - Subdivision Improvement Plans
      - Final Plat
      - Site Development and Building Permit
    - Infill Neighborhood Plans (same process as above with possible re-platting required)
  - Properties under 2.5 acres
    - Infill Lot-scale plans
      - Lot splits, “Residential Improvement Area” up to 6 lot amending plats



# Chapter 2 Highlights contd.

- Who does what
  - City Council
  - Planning and Zoning Commission
  - Zoning Board of Adjustment
  - Historic Preservation Commission
  - Development Review Committee
  - Administrative officials



2 - 74 TAYLOR MADE LAND DEVELOPMENT ORDINANCE

## 2.3 REVIEW AUTHORITY.

### 2.3.1 OVERVIEW.

The process overview defines the application type and review and approval authority for each application. *Properties in the ETJ recieve final approval by the P&Z

| APPLICATION TYPE | REVIEWING PARTY | | | | |
|---|---|---|---|---|---|
| | CITY STAFF | ZONING BOARD OF ADJUSTMENTS | PLANNING & ZONING COMMISSION | HISTORIC PRESERVATION COMMISSION | CITY COUNCIL |
| Annexation | R | | | | [D] |
| Comprehensive Plan Amendment | R | | [R] | | [D] |
| Neighborhood Plan* | R | | [R] | | [D] |
| Employment Center Plan* | R | | [R] | | [D] |
| Place Type Zoning Map Ammendment | R | | [R] | | [D] |
| Special Use Permit | R | | [R] | | [D] |
| Place Type Zoning Verification Letter | D | | | | |
| Place Type Zoning Ordinance Text Amendment | R | | [R] | | [D] |
| Place Type Zoning Variance | R | [D] | | | |
| Place Type Zoning Special Exception | R | [D] | | | |
| Place Type Zoning Warrant | D | A | | | |
| Administrative Decision Appeal - Place Type Zoning | | [D] | | | |
| Preliminary Plat Approval/ Disapproval | R | | D | | |

R = Recommendation - D = Decision Maker - A = Appeal - [ ] = Public Hearing Required

CHAPTER 2 - DEVELOPMENT PROCESS

# Chapter 3 Highlights

- Neighborhood Design Standards
  - Development Patterns (Traditional Neighborhood Development (TND), Cluster Land Development (CLD), Village Center Development (VCD))
  - Pedestrian shed (1/4 mile walk, ~125 acres) = neighborhood organizing framework




Perry's Neighborhood Unit (left), the new urbanist idea of traditional neighborhood compared to sprawl (center), and Doug Farr's updated Sustainable Neighborhood Unit.

Source: *Public Square* – Congress for the New Urbanism

# Chapter 3 Highlights contd.

- Place Type allocation percentages are determined by development pattern
- ETJ vs. in-city neighborhood plans (no Place Type allocation in ETJ)
- Block size is now smaller
- Lots can now front on paths and civic spaces as well as streets

- Employment Center Design Standards
  - Building types may require larger lots and blocks (EC Place Type used for this)
  - Still follow neighborhood planning principles including mixed-use, neighborhood centers and connected streets (P4 & P5 Place Types allocated in these areas)

# Chapter 3 Highlights contd.
# Example Neighborhood Plan



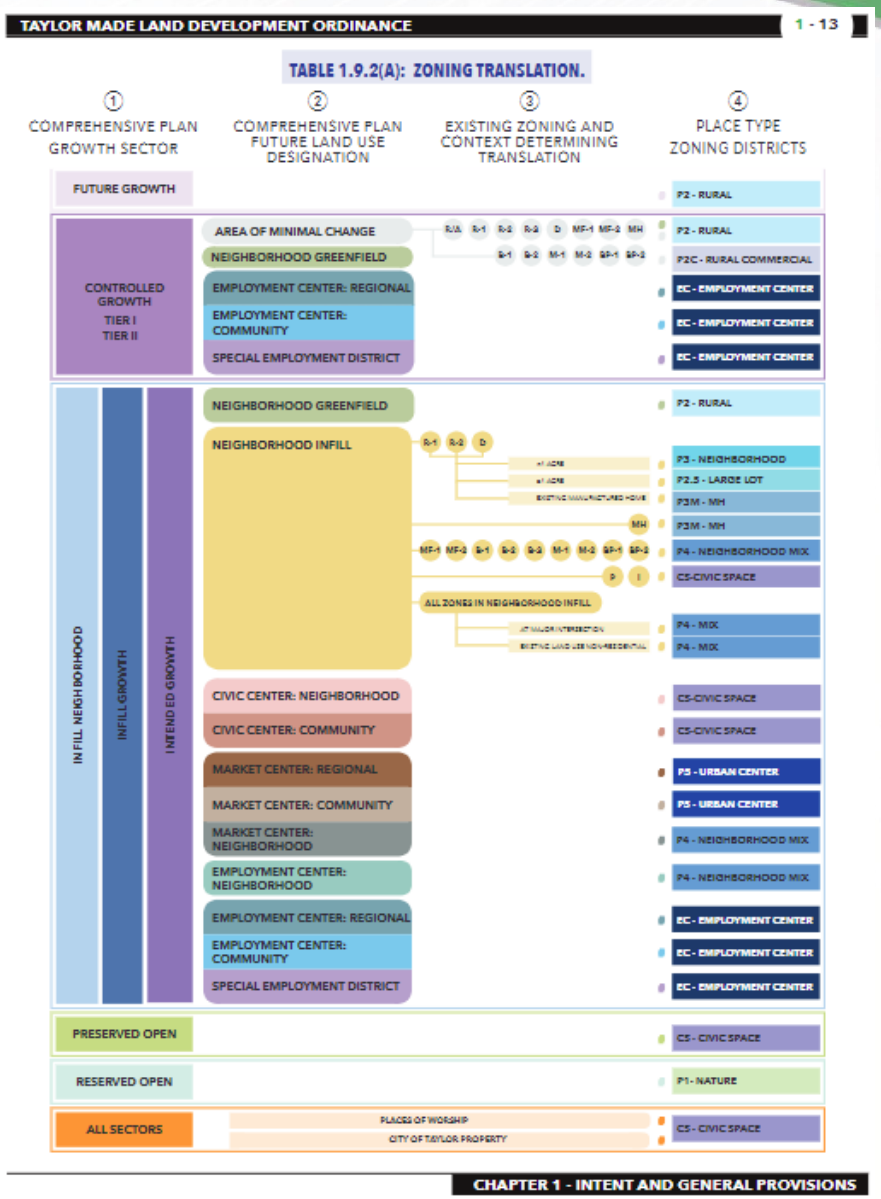
# Chapter 4 Highlights

- Place Type zoning vs. conventional zoning
  - Place types regulate intensity of development and building types
  - Conventional zoning regulates the uses that are allowed inside the buildings
- Taylor Place Types
  - P1 – Nature, P2 – Rural, P2C – Rural Commercial, P2.5 – Large Lot, P3 – Neighborhood, P3M – Manufactured Housing, P4 – Mix, P5 – Urban Center, EC – Employment Center, CS – Civic Space



# Chapter 4 Highlights contd.

- Zoning translation table
  - Place Types are calibrated to the Envision Taylor Growth Sectors and Land Use categories



# Chapter 4 Highlights contd.

- P1 – natural areas that are intended for open space preservation
- P2 – rural land uses including farms and rural homesites, RV parks and manufactured homes are permitted
- P2.5 – large lot residential (greater than 1 acre), manufactured homes are permitted
- P2C – rural commercial uses typically not connected to the urban utility systems
- P3 – typical residential neighborhoods – detached houses, townhouses, duplexes, cottage courts and accessory dwelling units
- P3M – areas within neighborhoods where manufactured homes are permitted
- P4 – a mix of housing and neighborhood commercial
- P5 – a mostly commercial area with upper-story office and housing in mixed-use buildings
- EC – areas for large format employment and industrial uses
- CS – parks, schools, places of worship, and other civic gathering spaces

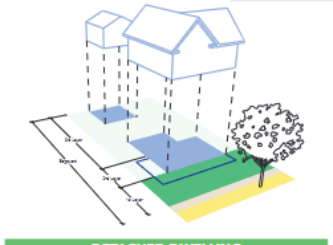
# Chapter 5 Highlights

- Key concepts determined by Place Type:
  1. What type of buildings are allowed to be built on a lot
  2. Where on the lot are buildings and other site improvements allowed
  3. What types of uses are allowed in the buildings

# Chapter 5 Highlights contd.

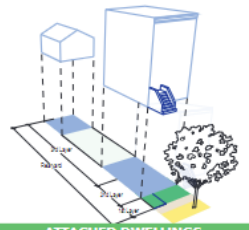
- Building types

## 5.2.3: RESIDENTAL BUILDING TYPES



**DETACHED DWELLING**

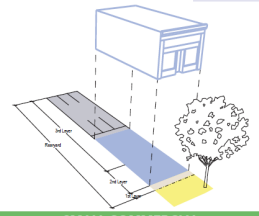
An individual dwelling unit on its own lot. The detached dwelling is the most prevalent dwelling type in Taylor. This building type is typically disposed on the lot with edge yards. On small to medium sized lots, this building type should be set close to the front property line to encourage interaction with pedestrians. This building type has a front door facing the street or path from which it takes primary access. A HUD code manufactured house is a detached dwelling that is only permitted in certain Place Types.



**ATTACHED DWELLINGS**

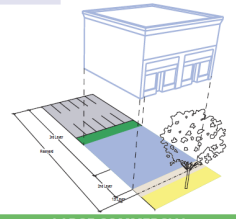
An individual dwelling unit on its own lot that shares a common wall with a unit on one or more adjacent lots. This building type is often referred to as a townhouse. This building type is typically disposed on the lot with a side yard or rear yard. This building type should be set close to or at the front property line to encourage interaction with pedestrians. This building type has a front door facing the street or path from which it takes primary access.

## 5.4: COMMERCIAL BUILDING TYPES



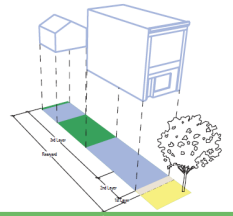
**SMALL COMMERCIAL**

An individual commercial building on its own lot. Small commercial buildings are the primary building type for small to medium sized businesses in Taylor. They are typically sized to fit on a single commercial lot within a typical City block. The building is typically disposed on the lot with a rear yard to accommodate parking (if off-street parking is provided), outdoor areas and services accessed from a rear alley or service drive.



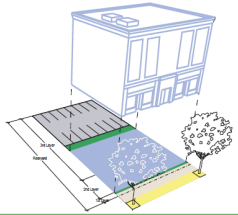
**LARGE COMMERCIAL**

An individual building that may occupy multiple lots or a significant portion of a block. Large commercial buildings are typically occupied by a single tenant and may be one or more stories in height. The building is typically disposed on the lot with a rear yard to accommodate parking (if off-street parking is provided), outdoor areas and services accessed from a rear alley or service drive.



**LIVE/WORK**

An individual building on its own lot that includes a commercial use(s) on the ground floor and a dwelling unit(s) on the upper floor(s). They are typically sized to fit on a single commercial lot within a typical City block. The building is typically disposed on the lot with a rear yard to accommodate parking (if off-street parking is provided), outdoor areas and services accessed from a rear alley or service drive.



**MIXED-USE**

An individual building that may occupy multiple lots or a significant portion of a block. Mixed use buildings are occupied by multiple tenants are typically multi-story and often include dwelling units on upper stories. The building is typically disposed on the lot with a rear yard to accommodate parking (if off-street parking is provided), outdoor areas and services accessed from a rear alley or service drive.



**TABLE 5.2(A): BUILDING TYPES PERMITTED BY PLACE TYPE ZONING DISTRICTS.**

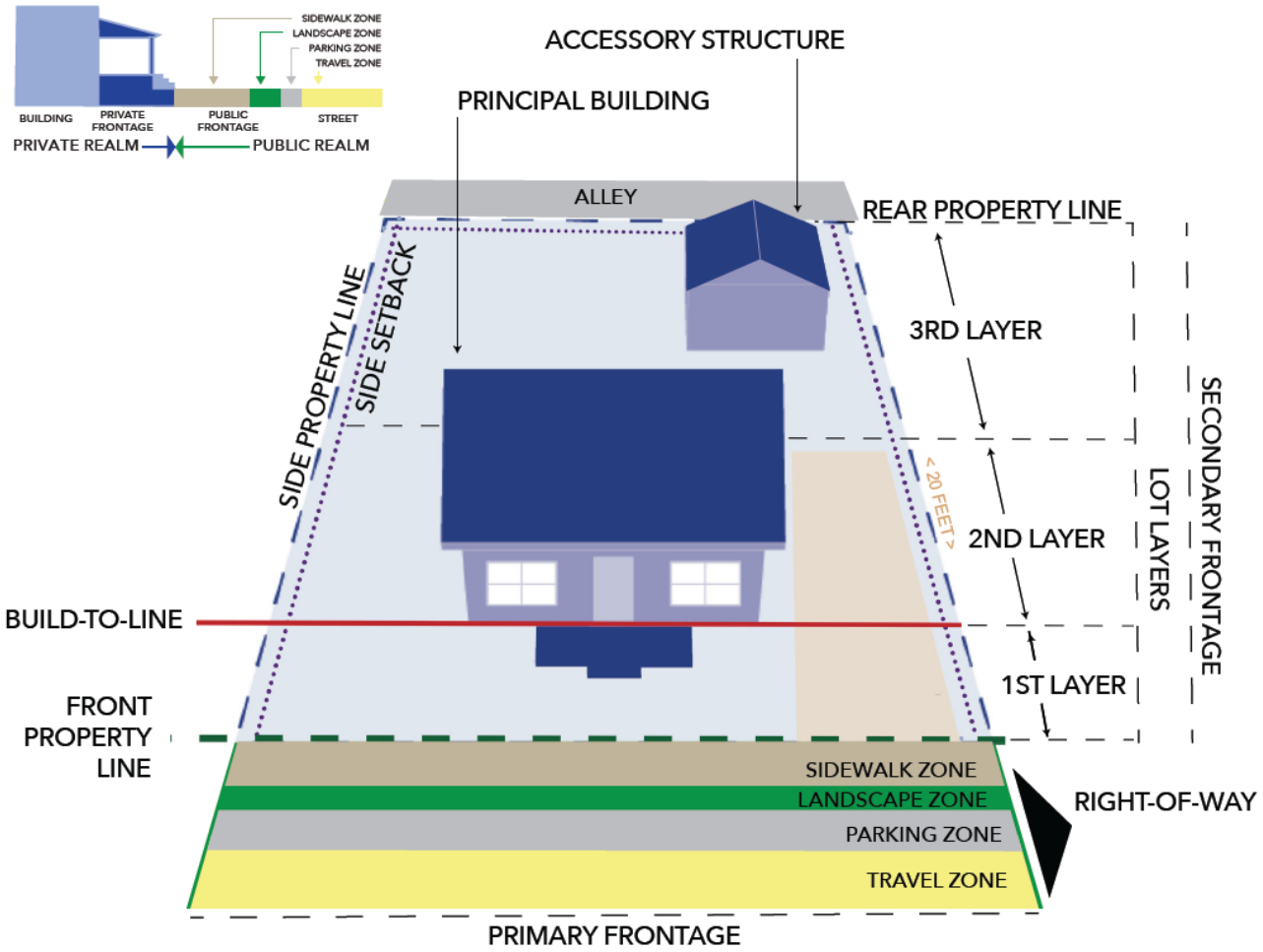
| BUILDING TYPES | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| RESIDENTIAL | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| DETACHED DWELLING | NP | P | NP | P | P | NP | P | NP | NP | TBD |
| ATTACHED DWELLING | NP | NP | NP | NP | P | NP | P | NP | NP | TBD |
| COTTAGE COURT | NP | P | NP | P | P | P | P | NP | NP | TBD |
| DUPLEX | NP | NP | NP | NP | P | NP | P | NP | NP | TBD |
| TRIPLEX | NP | NP | NP | NP | NP | NP | P | NP | NP | TBD |
| QUADRAPLEX | NP | NP | NP | NP | NP | NP | P | NP | NP | TBD |
| SMALL APARTMENTS | NP | NP | NP | NP | NP | NP | P | P | NP | TBD |
| LARGE APARTMENTS | NP | NP | NP | NP | NP | NP | NP | P | NP | TBD |
| MANUFACTURED HOME | NP | P | NP | P | NP | P | NP | NP | NP | TBD |
| ACCESSORY DWELLING UNIT | NP | P | NP | P | P | P | P | NP | NP | TBD |
| RECREATIONAL VEHICLE PARK | NP | P | NP | NP | NP | NP | NP | NP | NP | TBD |
| RESIDENTIAL ACCESSORY | NP | P | NP | P | P | P | P | NP | NP | TBD |
| COMMERCIAL | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| SMALL COMMERCIAL | NP | NP | P | NP | NP | NP | P | P | P | P |
| LARGE COMMERCIAL | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| LIVE/WORK | NP | NP | NP | NP | NP | NP | P | P | NP | P |
| MIXED-USE COMMERCIAL | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| HIGHWAY COMMERCIAL | NP | NP | P | NP | NP | NP | NP | NP | NP | P |
| CART, KIOSKS, FOOD TRAILERS | P | NP | P | NP | NP | NP | P | P | P | P |
| TEMPORARY COMMERCIAL | P | NP | P | NP | NP | NP | P | P | P | P |
| COMMERCIAL ACCESSORY | NP | NP | P | NP | NP | NP | P | P | NP | P |
| INDUSTRIAL | NP | NP | NP | NP | NP | NP | NP | NP | NP | P |
| CIVIC | P | P | P | P | P | P | P | P | P | P |

P = PERMITTED NP = NOT PERMITTED TBD="TO BE DECIDED" DURING DEVELOPMENT PROCESS

# Chapter 5 Highlights contd.

- Lot structure diagram

FIGURE 5.1.2(A): ELEMENTS OF A LOT.



# Chapter 5 Highlights contd.

- Building function

### 5.2.2 BUILDING FUNCTION BY BUILDING TYPES.

Building Types are intended to establish the anticipated intensity within each Place Type. This section establishes allowable uses within the Building Types by Place Type. Section 5.9.3 Neighborhood Compatibility will apply to all uses and buildings in the City.

#### 5.2.2.1 RESIDENTIAL BUILDING TYPES.

Within residential buildings the following uses are permitted with the stated limitations.

(1) P2, P2.5, P3, P3M.
- (a) Dwelling
- (b) Home Occupation
- (c) Lodging with a full time, on-site operator. Specific Use Permit without a full time, on-site operator
- (d) Accessory Commercial Use with Specific Use Permit

(2) P4, P5
- (a) Dwelling
- (b) Home Occupation
- (c) Lodging
- (d) Accessory Commercial Use

(3) EC- as determined in Employment Center Plan

#### 5.2.2.2 COMMERCIAL BUILDING TYPES.

Uses within commercial buildings are governed by the adopted building and health and safety codes and must comply with the Performance Standards of this chapter.

Within commercial buildings the following uses are permitted with the stated limitations.

(1) P1
- (a) Temporary retail with Specific Use Permit

(2) P2C
- (a) Retail including drive-through services, vehicle services and outdoor activities
- (b) Office
- (c) Commercial including outdoor storage

(3) P4
- (a) Retail excluding drive-through services and vehicle services. Outdoor retail activities with Specific Use Permit
- (b) Office

(4) P5
- (a) Retail excluding vehicle services. Drive-through services in the third layer with Specific Use Permit
- (b) Office
- (c) Commercial, outdoor storage in the third layer with Specific Use Permit

(5) CS
- (a) Temporary retail
- (b) Retail with Specific Use Permit

(6) EC - as determined in Employment Center Plan including:
- (a) Retail including drive-through services, vehicle services and outdoor activities
- (b) Office
- (c) Commercial including outdoor storage
- (d) Industrial

# Chapter 5 Highlights contd.

- Signs

**5.10.2 TYPES OF SIGNS PERMITTED WITHIN EACH PLACE TYPE ZONING DISTRICT.**

**TABLE 5.10.2(A): PERMITTED SIGNS BY PLACE TYPE**

| SIGN TYPES | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| ADDRESS | P | P | P | P | P | P | P | P | P | P |
| NAMEPLATE | NP | NP | P | NP | NP | NP | NP | P | P | P |
| OUTDOOR DISPLAY CASE | NP | NP | P | NP | NP | NP | NP | P | P | P |
| AWNING | NP | NP | P | NP | NP | NP | NP | P | P | P |
| WINDOW | NP | NP | P | NP | NP | NP | P | P | P | P |
| BAND | NP | NP | P | NP | NP | NP | NP | P | P | P |
| BLADE / HANGING | NP | NP | P | NP | NP | NP | P | P | P | P |
| MARQUEE | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| SIDEWALK | NP | NP | NP | NP | NP | NP | P | P | P | P |
| YARD | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| ROOF | NP | NP | NP | NP | NP | NP | NP | NP | NP | NP |
| BANNERS | NP | NP | NP | NP | NP | NP | NP | P | P | P |
| MONUMENT | NP | NP | P | NP | NP | NP | NP | NP | P | P |
| POLE | NP | NP | P | NP | NP | NP | NP | NP | NP | P |

P = PERMITTED NP = NOT PERMITTED

**5.10.7.6 BAND SIGN**

**DESCRIPTION:** A sign that is attached flat on the exterior front, rear, or side wall of any building or other structure.



# Chapter 6 Highlights

- Establishes a process and criteria for designating historic landmarks and districts
- Establishes the Historic Preservation Commission
- Establishes the position of Historic Preservation Officer
- Already designated State of National historic properties are eligible to be designated under the local ordinance following the procedures outlined in the ordinance
- Once designated as a local landmark or district, alterations or demolition of designated properties must receive a Certificate of Appropriateness
- This ordinance only creates the process but does not designate any properties.  That will require a separate process.

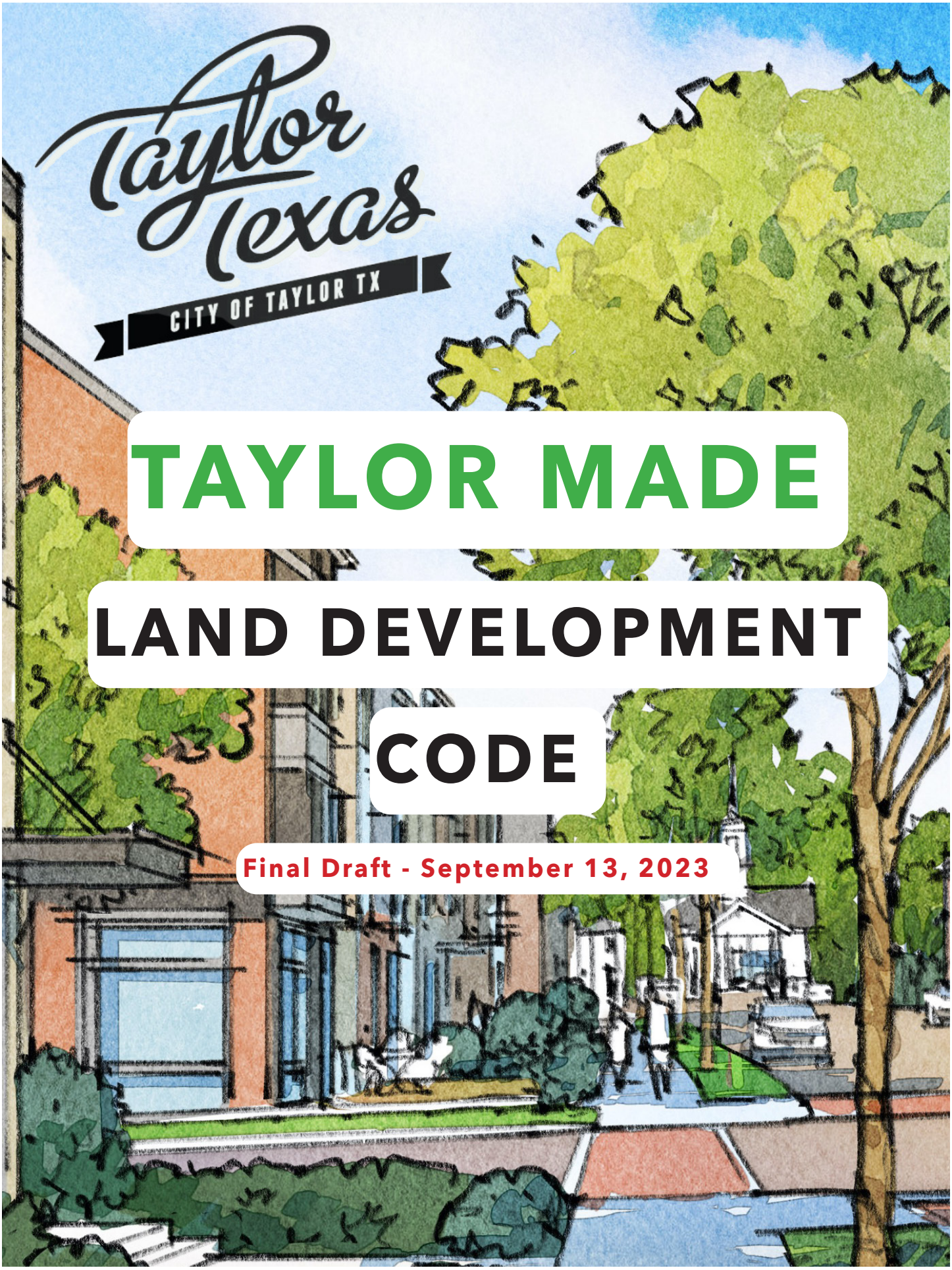
# Appendices

- Engineering Manual
  - Updates to reflect new standards for streets, utilities, landscaping, lighting, etc.
  - Published and amended by City Manager with advice from City Engineer and DRC
- Development Manual
  - A repository of all development applications including checklists of materials required for a complete application and instructions on how to submit the application
  - Published and amended by City Manager with advice from Director of Development Services and DRC

# Next Steps

- City staff available to meet with property owners to answer questions
- City Council will hold a public hearing and introduce the adoption ordinance on October 26, 2023
- Final adoption is schedule for November 9, 2023

# Questions




# TAYLOR MADE

# LAND DEVELOPMENT CODE

**Final Draft - September 13, 2023**

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Brandt Rydell - Mayor/District 3
Robert Garcia - District 4
Dwayne Ariola - At Large

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# EXECUTIVE SUMMARY

The Taylor-Made Land Development Code (LDC) is created from patterns of the past built environment to inform the community of the future. Taylor is a series of neighborhoods, and the City intends to continue building using this pattern. New development will be built as neighborhoods, not subdivisions.

The DNA Analysis and extensive public engagement led to the decision to build types of places rather than regulate the uses in the spaces. The Taylor-Made LDC standards aim to create attainable homes within walkable places connected to a mixture of services.

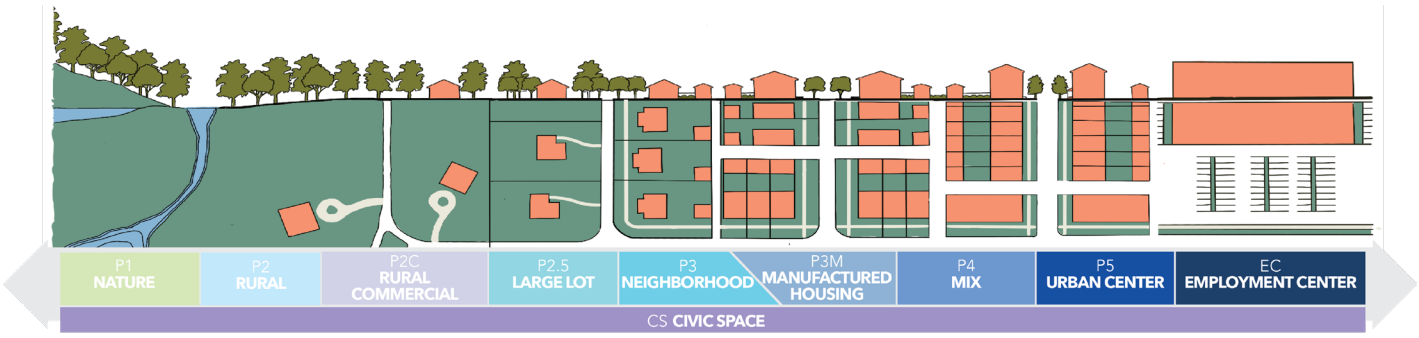
Focus on the relationship between public and private spaces becomes more significant as the place becomes more intense; using Place Types to categorize places, the intensity of P5 is more intense than P4. Our standards are not conventional zoning criteria found in other communities. The tools within the LDC are written with flexibility and clear intent. Providing creativity and allowances for different sites and development types through the use of the standards in the LDC will ensure Taylor retains its character.

Flexibility and predictability take priority. This approach allows the removal of over-regulating zoning controls found in typical development ordinances, such as lot widths, parking standards, and stringent land use rules. It encourages accessory dwellings and missing middle housing to provide attainable housing allowing people to age in place in Taylor. Ultimately, the standards lead to a mixture of uses in a walkable city.

Taylor's potential is accomplished when, at build-out, a range of lifestyle choices, from rural living to downtown urban dwelling, is attainable. A responsibly built range of patterns is most organically accomplished by locals and small-scale builders partaking in restoring, reusing, rebuilding, and maintaining buildings, lots, and lands in Taylor.

The standards established in this LDC provide flexibility and adjustability to accommodate modern construction while maintaining the qualities essential to the community fabric.

FIGURE 1: TAYLOR PLACE TYPE ZONING TRANSECT.



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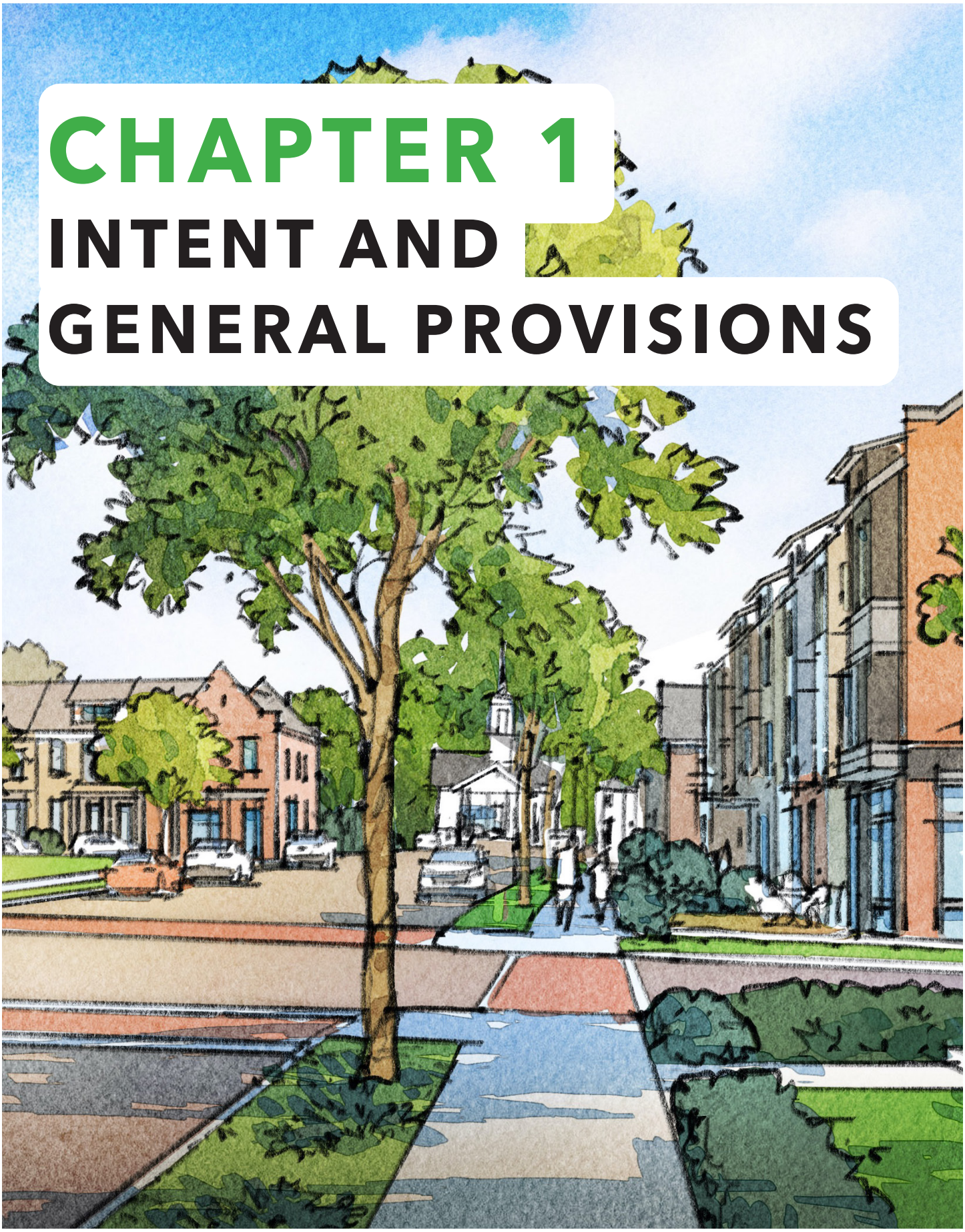


# CHAPTER 1
# INTENT AND GENERAL PROVISIONS

## 1.1 TITLE.

This Ordinance shall be known and may be cited as the "Land Development Code" or the "LDC" of the City of Taylor, Texas. (Originally adopted by Ordinance  on 11/9/23).

## 1.2 PURPOSE.

1.2.1 The purpose of this LDC is to align the land development policies, including subdivision, zoning, and signs, to the Envision Taylor Comprehensive Plan, including the following goals identified as the five Big Ideas:

- FISCAL SUSTAINABILITY AND INFRASTRUCTURE:

  Make smart investments that maximize the use of existing infrastructure and provide sufficient resources for long-term maintenance, repairs, and replacement.

- COMMUNITY CHARACTER:

  Maintain Taylor's uniqueness and small-town atmosphere where people feel connected.

- INCLUSIVE GROWTH:

  Be intentional and thoughtful about ensuring that all people and communities benefit from growth.

- DIVERSE HOUSING:

  Ensure that housing accommodates all ages, abilities, household types, and income levels.

- ECONOMIC RESILIENCE:

  Support and promote unique, local businesses.

1.2.2 The land development policies are adopted to promote the public health, safety, and general welfare and protect and preserve places and areas of historical, cultural, or architectural importance and significance and promote the safe, orderly, and healthful development of the City and extraterritorial jurisdiction (ETJ). Further, these policies are designed to lessen the congestion in the streets; secure safety from fire and other dangers; ensure adequate light and air; prevent the overcrowding of land, to avoid undue concentration of population; and facilitate the adequate provision of transportation, water, wastewater treatment, schools, parks, and other public requirements.

## 1.3 INTENT.

The intent section of this LDC is organized at three scales:

1. The City.
2. The Neighborhood.
3. The Block, Street, Lot, and Building.

### 1.3.1 THE CITY.

(1) The City is a finite place with geographic boundaries derived from topography, watersheds, parks and open spaces, and other natural and man-made features. Within the City, a collection of neighborhoods are seamlessly connected to and integrated with each other through a well-planned and interconnected street network.

(2) The City shall grow in a logical progression from the center outward and new neighborhoods will be designed as additions to the existing urban fabric.

(3) Wherever possible, natural features including streams, creeks, rivers, trees, and wildlife habitat shall be preserved and natural drainage systems shall be enhanced.

(4) Historic buildings and sites are valuable pieces of the City's heritage and shall be preserved and protected whenever possible.

(5) Infill development shall be prioritized as it is the most fiscally sustainable form of development and takes advantage of existing and planned infrastructure systems and helps to complete or enhance existing neighborhoods.

(6) The City is intended to be a self-sustaining economic unit with ties to the surrounding region. Toward that end, the City shall strive to maintain a balance between the creation of jobs and housing units for its residents and avoid becoming a bedroom community.

### 1.3.2 THE NEIGHBORHOOD.

(1) The neighborhood is the primary organizing unit of the City. The formation of neighborhoods encourages residents to know their neighbors, to help maintain the neighborhood and to be responsible for guiding the evolution of the neighborhood over time.

(2) Neighborhoods are compact, walkable, and connected with a mixture of uses and parks where activities of daily living occur within a close distance.

(3) Within neighborhoods, a broad range of housing types, sizes, and price levels allows a diversity of people and households to interact with and get to know each other which strengthens civic bonds and helps maintain Taylor's small-town character.

(4) The intensity of buildings within the neighborhood is related to the infrastructure systems that support the neighborhood so that sufficient tax revenues will be generated to pay for the long-term maintenance of those systems.

(5) Concentrations of civic, institutional and commercial uses shall be integrated into neighborhoods so that most residents of the neighborhood may comfortably walk to them.

(6) School sites should be planned so that children within the surrounding neighborhoods may safely walk or bicycle to and from school.

(7) A variety of parks and open spaces are integrated into the design of neighborhoods and parks and trails connect neighborhoods to each other.

## 1.3.3 THE BLOCK, STREET, LOT, AND BUILDING.

(1) Taylor's urban DNA is comprised of a network of streets that form small, walkable blocks. This form shall be extended as the City grows.

(2) Streets define the character of neighborhoods and provide the framework for private development to occur.

(3) Streets are designed at the scale of humans and provide a means to walk, bicycle, drive and take transit within the neighborhood and between neighborhoods.

(4) Streets provide areas for public landscaping and street trees to occur which provide shade and character for the neighborhood. Public landscaping shall be informed by native and adaptive plants that can thrive with minimal irrigation.

(5) Lots are where private development occurs. Lots should be sized to accommodate the desired development and to make the most efficient use of public infrastructure.

(6) Buildings help frame public spaces including streets, parks, plazas and paths. Buildings should be placed on lots with this goal in mind. The parking of vehicles on private lots shall not detract from the streetscape and should generally be located to the side or rear of the buildings.

(7) Alleys are part of Taylor's urban DNA and allow vehicles to access private lots from the rear. Alleys also provide places for utilities, garbage collection, and deliveries to occur without interfering with the streetscape and pedestrian experience. Alleys should be considered in new neighborhoods.

(8) Civic buildings are places for people to gather and should be located on important and prominent sites within neighborhoods. Civic buildings should be distinctive and designed to last for generations.

## 1.4 AUTHORITY.

1.4.1 The Taylor LDC is adopted pursuant to the charter of the City of Taylor and the powers granted to the City including any limitations imposed by the Constitution and laws of the State of Texas, particularly Texas Local Government Code Chapters 211, 212, 213, 216 and 242.

1.4.2 Zoning regulations are adopted and administered by the City pursuant to the Local Government Code, Chapter 211 and all other applicable State and Federal laws, now written or hereafter amended or passed, allowing the City authority to promote public health, safety, morals, or the general welfare and to protect and preserve places and areas of historical, cultural, or architectural importance and significance.

1.4.3 Subdivision regulations are adopted and administered by the City pursuant to Local Government Code, Chapters 212 and 242 and all other applicable State and Federal laws, now written or hereafter amended or passed, allowing the City to adopt rules governing plats and subdivisions of land within city limits and extraterritorial jurisdiction to promote the health, safety, morals, or general welfare of the City and the safe, orderly, and healthful development of the City.

1.4.4 Sign regulations are adopted and administered by the City pursuant to Local Government Code, Chapter 216 and all other applicable State and Federal laws, now written or hereafter amended or passed, allowing the City to adopt rules governing signs.

## 1.5 APPLICABILITY.

The provision of this LDC, including its Appendices, including the "City of Taylor Development Manual," and the "City of Taylor Engineering Manual," shall apply to the subdivision and development of all land within the City of Taylor, Texas, and, where applicable, the extraterritorial jurisdiction unless specifically provided otherwise in the LDC.

## 1.6 JURISDICTION.

1.6.1 Within the city limits all provisions of this LDC shall apply.

1.6.2 Within the extraterritorial jurisdiction, the applicable provisions related to the subdivision of land and sign regulations shall apply, but standards related to the following shall not apply:

- The use of any building or property for business, industrial, residential, or other purposes;
- The bulk, height, or number of buildings constructed on a particular tract of land;
- The size of a building that can be constructed on a particular tract of land, including without limitation any restriction on the ratio of the building floor space to the land square footage; and
- The number of residential units that can be built per acre of land.

## 1.7 MINIMUM STANDARDS AND CONFLICTING PROVISIONS.

The provisions of this LDC, including its Appendices, are the minimum standards necessary to accomplish its stated purposes. It is not the intent of this LDC to interfere with, abrogate or annul any private easement, covenant, deed restriction or other agreement between private parties. When the provisions of this LDC impose a greater restriction than imposed by such private agreements, the provisions of this LDC shall control. When private agreements impose a greater restriction than imposed by this LDC, such private agreements shall control.

## 1.8 RULES OF CONSTRUCTION.

### 1.8.1 MEANING AND INTENT.

All provisions, terms, phrases, and expressions contained in this LDC shall be construed in accordance with its stated purpose.

### 1.8.2 TEXT.

In case of any difference of meaning or implication between the text of this LDC and any drawing or figure, the text shall control.

### 1.8.3 COMPUTATION OF TIME.

The time within which an act is to be completed shall be computed by excluding the first day and including the last day; if the last day is a Saturday, Sunday or legal holiday, that day shall be excluded. In the computation of time for public hearing notice, both the first day (day of the advertisement) and the last day (day of the hearing) shall be excluded.

### 1.8.4 DELEGATION OF AUTHORITY.

Whenever a provision requires the City Manager or their designee to do some act or perform some duty, it is to be construed to authorize the head of the department or other officer to designate, delegate, and authorize subordinates to perform the required act or duty unless the terms of the provision specify otherwise.

### 1.8.5 NON-TECHNICAL AND TECHNICAL WORDS.

Words and phrases shall be construed according to this LDC, including the "City of Taylor Engineering Manual" and all appendices to this LDC, and then according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

### 1.8.6 PUBLIC OFFICIALS, BODIES, AND AGENCIES.

All public officials, bodies, and agencies to which references are made are those of the City of Taylor unless otherwise indicated.

### 1.8.7 MANDATORY AND DISCRETIONARY TERMS.

The words "shall" and "must" are always mandatory. The words "may" and "should" are permissive.

### 1.8.8 CONJUNCTIONS.

Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows:

- "And" indicates that all connected items, conditions, provisions or events shall apply; and
- "Or" indicates that one or more of the connected items, conditions, provisions or events shall apply.

### 1.8.9 TENSES AND NUMBERS.

Words used in the past or present tense include the future as well as the past or present, unless the context clearly indicates the contrary. The singular shall include the plural and the plural shall include the singular, as the context and application of this LDC may reasonably suggest.

## 1.9 TRANSITIONAL PROVISIONS.

The following transitional provisions shall apply to various matters pending or occurring prior to the effective date of this LDC.

### 1.9.1 ZONING UPON ANNEXATION.

1.9.1.1 Any land which comes under the zoning jurisdiction of the City of Taylor by reason of its annexation to the City shall be classified as "P2" Rural Place Type zoning district unless otherwise stipulated in the annexation ordinance annexing the property. The procedure for establishing Zoning other than "P2" on annexed territory shall conform to the procedure set forth in Chapter 2 of this LDC. Following annexation, the Director of Development Services shall schedule public hearings to allocate the Place Type Zoning classification of the recently annexed land.

1.9.1.2 In an area classified as "P2" Rural:

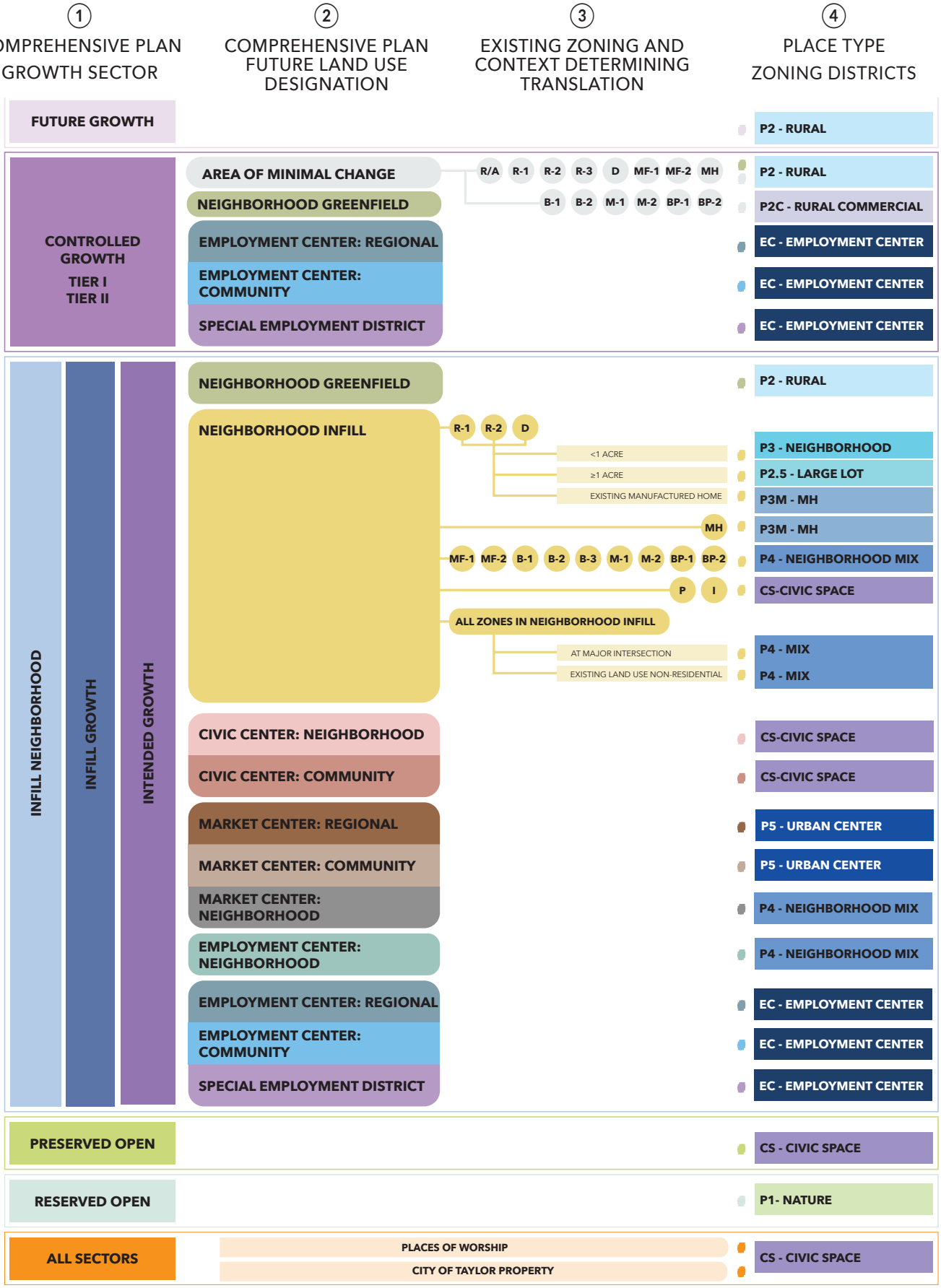
(A) No permit for the Construction of a Building or use of land shall be issued by the Building Official other than a permit that will allow the Construction of a Building permitted in the "P2" District, unless and until such territory has been classified in a Place Type Zoning District other than the "P2" District.

(B) An Application for a building permit for any proposed use other than those specified in the "P2" District must be made to the Director of Development Services. If the Applicant shows that plans and other preparation for developing the property commenced prior to annexation by the City, as established by the Texas Local Government Code Chapter 43, City Council shall authorize the Construction of the Project by a majority vote.

### 1.9.2 ZONING DISTRICT NAME AND STANDARDS CHANGES.

1.9.2.1 All zoning districts in the City of Taylor are renamed as shown in Table 1.9.2(A) Zoning Translation. The development standards associated with the renamed districts shall apply to all properties in the city limits except as provided for in legal conforming planned developments approved prior to the effective date of this LDC and which are still active.

## TABLE 1.9.2(A): ZONING TRANSLATION.



### 1.9.3 VIOLATIONS CONTINUE.

Any violation of the previous Zoning Ordinance of the City of Taylor shall continue to be a violation under this LDC and shall be subject to prosecution pursuant to Chapter 10, unless the use, development, construction, or other activity is clearly consistent with the express terms of this LDC.

### 1.9.4 COMPLETION OF DEVELOPMENT PLANS.

#### 1.9.4.1 UNEXPIRED BUILDING PERMITS.

Building permits issued or completed building permit applications submitted prior to the effective date of this LDC may proceed without any changes required because of new regulations in this LDC.

#### 1.9.4.2 UNEXPIRED PRELIMINARY PLATS.

All preliminary plats or complete preliminary plat applications submitted prior to the effective date of this LDC which have not expired may proceed without any changes required to the preliminary plat because of new regulations in this LDC. However, new standards in this LDC for subdivision infrastructure shall apply if the subdivision improvement plans have not yet been approved or a complete application submitted.

#### 1.9.4.3 EXISTING PLANNED DEVELOPMENT ZONING ORDINANCES.

Planned Development zoning ordinances approved prior to the adoption of this LDC shall continue in effect unless a Preliminary Plat application has not been filed within two (2) years after the approval date of the Planned Development zoning ordinance in which case the Planned Development zoning ordinance is expired and the property shall revert to P2 - Rural Place Type. The base zoning district for all Planned Development zoning ordinances shall follow the translation table for the Infill Growth Sector.

## 1.10 EFFECT ON EXISTING CONDITIONS (NONCONFORMITIES).

### 1.10.1 INTENT.

Within the city limits and extraterritorial jurisdiction, exist lots, sites, structures, signs, uses of land, and characteristics of use that were lawful before this LDC was enacted, amended or otherwise made applicable to such lots, sites, structures, signs or uses, but that do not now conform to the standards of this LDC. It is the intent of this LDC to permit such nonconforming lots, sites, structures, signs or uses to continue, if the conditions within this section and other applicable sections are met.

### 1.10.2 DETERMINATION OF NONCONFORMING STATUS.

Determination of nonconforming status shall be made by the Director of Development Services or their designee or successor, subject to appeal to the ZBA.

## 1.10.3 LEGAL NONCONFORMING STATUS.

Any lots, sites, structures, signs, or uses of land which do not conform with the regulations of this LDC shall be deemed legal nonconforming when:

(1) Such lots, sites, structures, signs, or uses of land were in existence and lawfully operating as of the effective date of this LDC, and have since been in regular and continuous use; or

(2) Such lots, sites, structures, signs, or uses of land were in existence and lawfully operating as of the effective date of any amendment to this LDC, but by such amendment are no longer in conformance with this LDC, and have since been in regular and continuous use; or

(3) Such lots, sites, structures, signs, or uses of land were in existence and lawfully operating on the date that annexation proceedings were instituted and have since been in regular and continuous use.

## 1.10.4 ILLEGAL NONCONFORMING STATUS.

Any lots, sites, structures, signs, or uses of land that are in violation of the requirements of this LDC and were constructed or established since its adoption or amendment without the necessary approvals, permits, or authorizations from the City are considered illegal nonconforming. The owner and/or operator of an illegal nonconforming lot, site, structure, sign, or use of land shall be subject to actions and penalties allowed by this LDC and all other applicable City ordinances and shall be required to correct the nonconforming situation to come into conformance with all applicable standards and regulations of this LDC.

## 1.10.5 ABANDONMENT OF LEGAL NONCONFORMING STATUS.

1.10.5.1 Abandonment of legal nonconforming status shall be determined as follows:

(1) A legal nonconforming lot shall be considered abandoned after an application to amend or replat the lot has been approved.

(2) A legal nonconforming site shall be considered abandoned after the site has been vacated and all legal uses of the site have been discontinued for a period of twelve (12) months.

(3) A legal nonconforming structure shall be considered abandoned after the structure has been vacant and/or no certificate of occupancy has been in place for a period of eighteen (18) months.

(4) A legal nonconforming sign shall be considered abandoned after the entity that the sign advertised has ceased operating or the premises on which the sign is located have been vacated for a period of ninety (90) days.

1.10.5.2 Occurrence of a combination of one or more of the following situations shall be a sign of vacancy or lack of occupancy for the purposes of determining abandonment:

(1) The building, structure, activity, or land has been unoccupied or out of use;

(2) The intention of the owner to discontinue the use is apparent;

(3) One or more utility accounts have been discontinued;

(4) Utility meters are removed;

(5) The occupant or owner has allowed any taxes to not be paid thereon;

(6) The site or structure has not been maintained;

(7) The unit has not been made available for occupancy;

(8) The characteristic equipment and furnishings of a nonconforming use have been removed from the premises; or

(9) A nonconforming use has been replaced by a conforming use.

## 1.10.6 NONCONFORMING LOTS.

Legal nonconforming lots may continue to be used for all legal purposes under this LDC until the nonconforming status has been abandoned. No additional division of a legal nonconforming lot shall occur that will increase the level of nonconformity of the lot.

## 1.10.7 NONCONFORMING SITES.

Legal nonconforming sites are legally occupied properties whose site improvements do not meet one or more provisions of this LDC such as parking location, landscaping, lighting, stormwater drainage, etc.

1.10.7.1 Prior to reoccupying a legal nonconforming site that has been abandoned pursuant to Section 1.10.5, the owner of the site must prepare a plan for the proposed reoccupation of the site that demonstrates how the site may be brought into substantial compliance with this LDC. The Development Review Committee (DRC) shall have review and approval authority for the reoccupation of abandoned nonconforming sites. The ZBA shall hear appeals of DRC decisions regarding the reoccupation of abandoned nonconforming sites.

1.10.7.2 Legal nonconforming sites may not be expanded or modified in a way that increases or adds to the nonconformities of the site.

## 1.10.8 NONCONFORMING STRUCTURES.

Legal nonconforming structures are those that do not meet one or more of the standards of this LDC such as build-to line, height limitations, design standards, performance standards, etc.

### 1.10.8.1 MAINTENANCE AND REPAIRS.

Legal nonconforming structures may be maintained in accordance with the applicable building codes. Maintenance shall not increase the structure's nonconformities.

Repairs to legal nonconforming structures shall be allowed if the value of the repair does not exceed fifty percent (50%) of the market value of the structure. Repairs shall not increase the structure's nonconformities.

1.10.8.2 Reoccupation of abandoned nonconforming structures.

Prior to reoccupying a legal nonconforming structure that has been abandoned pursuant to Section 1.10.5, the owner of the structure must prepare a plan for the proposed reoccupation of the structure that demonstrates how the structure may be brought into substantial compliance with this LDC. The DRC shall have review and approval authority for the reoccupation of abandoned nonconforming structures. The ZBA shall hear appeals of DRC decisions regarding the reoccupation of abandoned nonconforming structures.

### 1.10.9 NONCONFORMING SIGNS.

Permitted signs erected before the adoption of the LDC that do not meet the current standards of this LDC are considered to be legal nonconforming signs.

#### 1.10.9.1 MAINTENANCE, UPDATES AND REPAIR.

(1) A legal nonconforming signs may be maintained in accordance with the applicable building codes. Maintenance shall not increase the sign's nonconformities.

(2) Legal nonconforming signs may be updated with new lettering, logos, etc. so long as the update does not exceed fifty percent (50%) of the sign's replacement value. Updates may not increase the sign's nonconformities.

(3) Repairs to legal nonconforming signs shall be allowed if the value of the repair does not exceed fifty percent (50%) of the sign's replacement value. Repairs shall not increase the sign's nonconformities.

### 1.10.10 NONCONFORMING USES OF LAND.

Permitted uses in existence before the adoption of the LDC that do not meet the current standards of this LDC are considered to be nonconforming uses.

1.10.10.1 A nonconforming use may be replaced by the same specific use as long as the nonconforming use has not been abandoned.

1.10.10.2 The Development Services Director may approve the replacement of a nonconforming use with a different nonconforming use if it is determined that the new nonconforming use will have a lesser impact on the surrounding neighborhood than the existing nonconforming use.

## 1.11 WRITTEN INTERPRETATIONS.

The Development Services Director shall have the authority to issue interpretations concerning the provisions of this LDC. Interpretations may be initiated by the Development Services Director or may be issued upon request through an application for a written interpretation. Appeals of written interpretations relating to zoning regulations shall be heard by the ZBA and appeals of interpretations relating to subdivision regulations shall be heard by the Planning & Zoning Commission.

## 1.12 FEES.

Applications under this LDC shall be deemed incomplete until all applicable fees associated with the application have been paid in full. Refer to the City's adopted fee schedule for all fees associated with applications or permits governed by this LDC.

## 1.13 ADOPTION.

In accordance with Article VIII, Section 1 of the City Charter, this LDC was originally adopted by the City Council on the _____ day of _____ 2023.

## 1.14 ENFORCEMENT.

### 1.14.1 ENFORCEMENT RESPONSIBILITY.

This LDC shall be administered and enforced by the City Manager or their designee.

### 1.14.2 COMPLIANCE REQUIRED.

No person may use, occupy, or develop land, buildings or other structures, or authorize or permit the use, occupancy or development of land, buildings or other structures except in accordance with all provisions of this LDC.

### 1.14.3 REMEDIES AND ENFORCEMENT POWERS.

#### 1.14.3.1 VIOLATIONS.

Any person, firm or corporation violating the provision of this LDC shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the city of Taylor, Texas, shall be subject to a fine not to exceed the sum of five hundred dollars ($500.00) for each offense, except however, where a different penalty has been established by state law for such offense the penalty shall be that fixed by state law, and for any offense which is a violation of any provision of law that governs fire safety, zoning, or public health and sanitation, including dumping of refuse, the penalty shall be a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense; and each and every day said violation is continued shall constitute a separate offense.

#### 1.14.3.2 STOP WORK.

Whenever any construction work is being done contrary to the provisions of this LDC, the Development Services Director, or their designee, may order the work stopped by notice in writing served on the owner or contractor doing or causing such work to be done, and such person shall forthwith stop such work until authorized by the Development Services Director, or their designee, to proceed with the work.

#### 1.14.3.3 INSPECTIONS.

The Development Services Director, or their designee, shall have the right to enter upon any premises at any reasonable time for the purpose of making inspections of buildings or premises necessary to carry out his duties in the enforcement of this LDC.

### 1.14.4 ENFORCEMENT PROCEDURES.

#### 1.14.4.1 NOTICE.

The Development Services Director, or their designee, shall give written notice as required by law to the owner of land on which a violation exists. The notice shall state the nature of the violation.

#### 1.14.4.2 NOTICE OF CRIMINAL PENALTY.

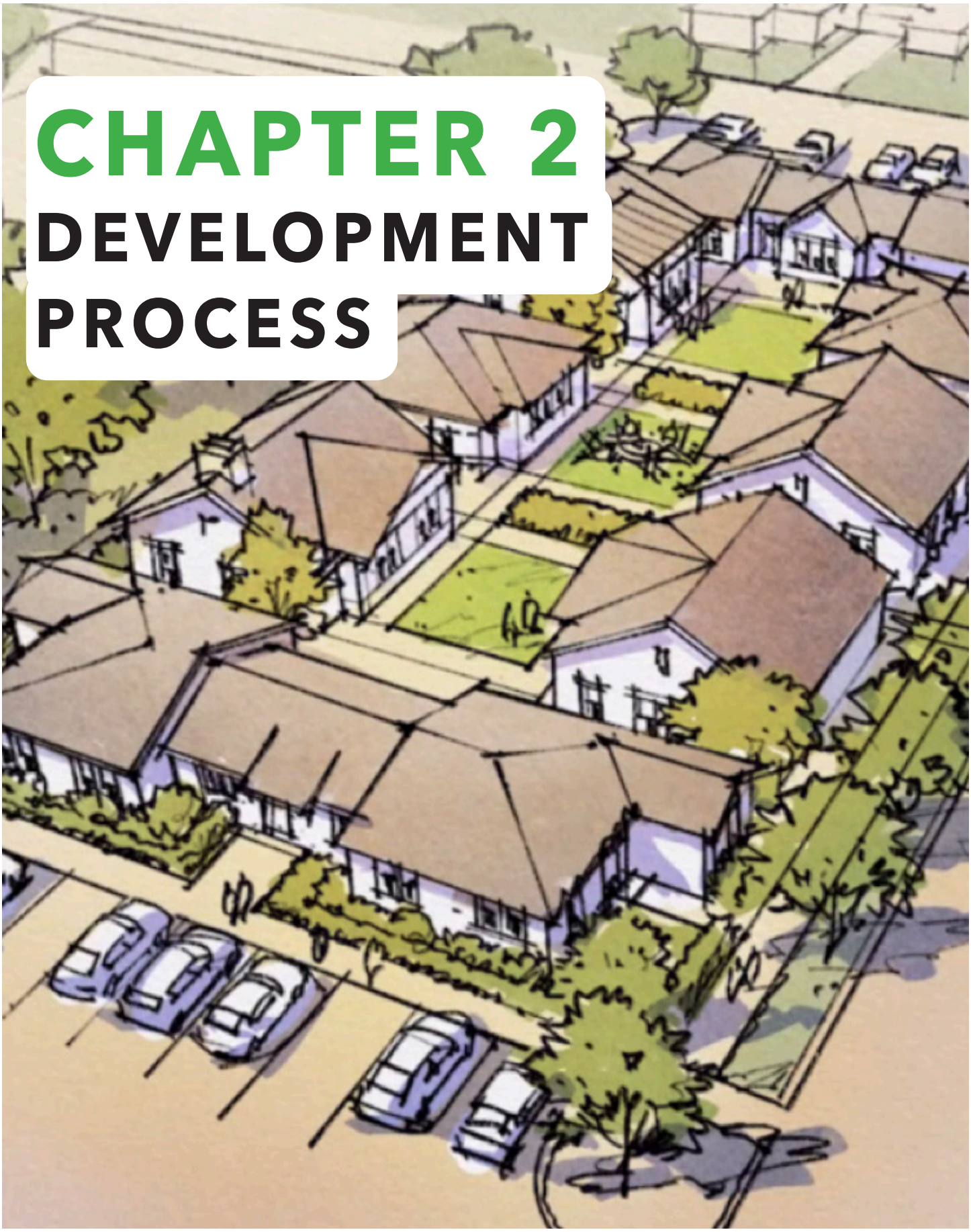
In no case shall any person acting on behalf of the City seek a criminal penalty for violation of this LDC without giving thirty (30) days prior notice of the violation, specifying the action necessary to correct the violation and avoid criminal prosecution.

### 1.14.5 OTHER ENFORCEMENT POWERS.

In addition to the enforcement powers specified in this LDC, the City may exercise any and all enforcement powers granted to it by Texas law, as it may be amended from time to time.

#### 1.14.5.1 CONTINUATION.

Nothing in this LDC shall prohibit the continuation of previous enforcement actions, undertaken pursuant to previous, valid resolutions, ordinances and laws.



# CHAPTER 2
# DEVELOPMENT PROCESS

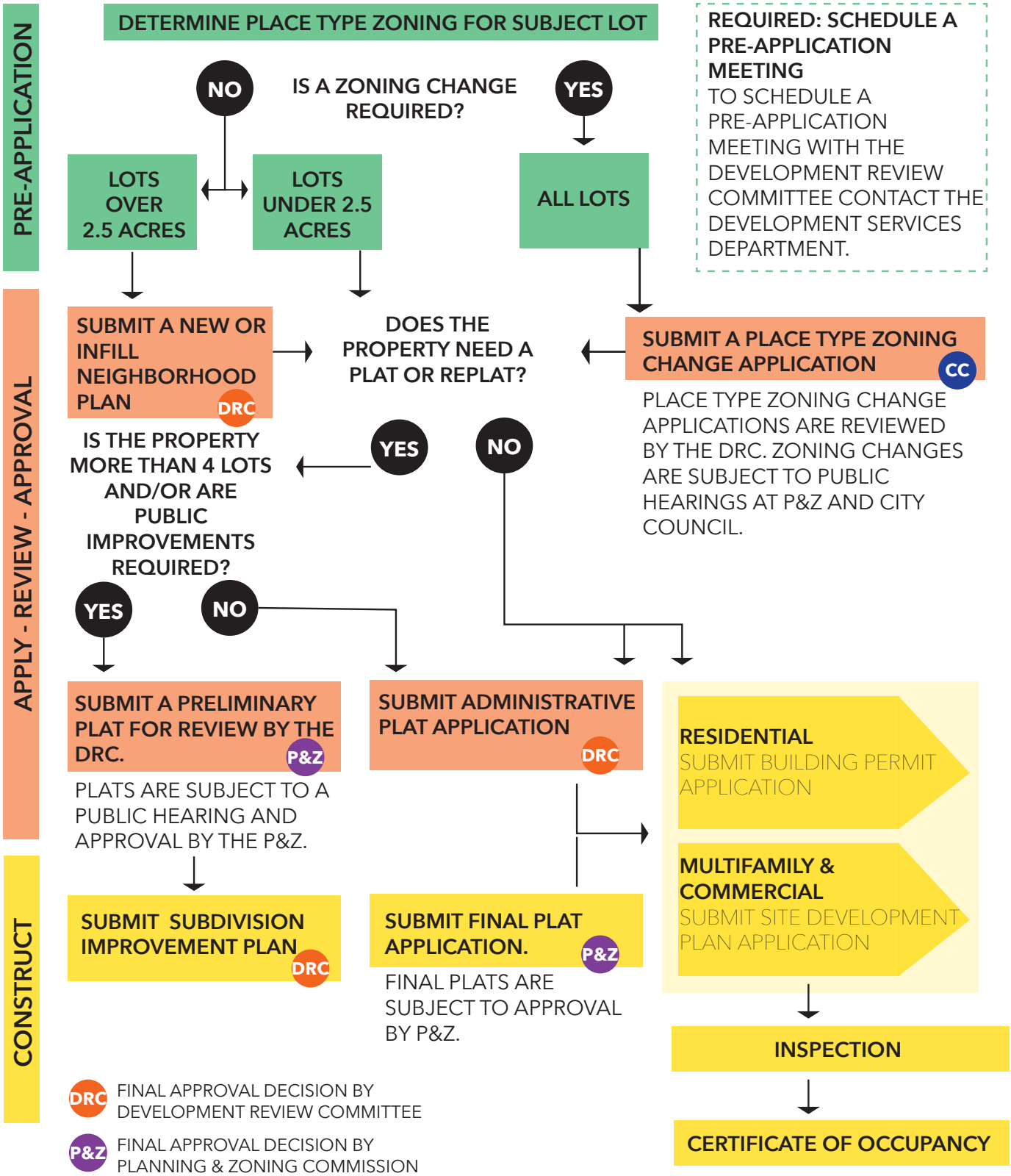
## 2.1 PROCESS OVERVIEW.

The development process typically begins with a pre-application meeting with City staff to determine what application(s) is necessary, the review process for the required application(s), and to answer the applicant's questions about the process and the required content of the application(s).

The steps in the process will vary depending upon the location of the property, whether it has been platted or needs to be platted, and whether the applicant seeks to modify the property's current zoning or comprehensive plan designations.

The following sections describe the various application types, the review process and how to submit an application.

**TABLE 2.1.A** GENERAL DEVELOPMENT PROCESS STEPS.



# 2.2 APPLICATION.

## 2.2.1 GENERAL REQUIREMENTS.

### 2.2.1.1 APPLICATION MATERIALS.

The applicant shall submit all the information required in the Development Manual as specified on the corresponding application checklist. Applications will not be accepted for review until all items required to be submitted with the application have been received by the City.

### 2.2.1.2 APPLICATION SUBMITTAL PROCEDURES.

The City may establish and modify the procedures for submitting applications including the date that applications are received, the format for submitting the application, and the process for dissemination of staff review comments. Those procedures are included in the Development Manual.

### 2.2.1.3 APPLICATION EXPIRATION

All applications shall expire on the forty-fifth (45th) day after the date the application was submitted if:

(1) The applicant fails to provide documents or other information necessary to comply with the technical requirements relating to the form and content of the application;

(2) The City provides to the applicant not later than the tenth (10th) business day after the date the application is submitted written notice of the failure that specifies the necessary documents or other information and the date the application will expire if the documents or other information is not provided; and

(3) The applicant fails to provide the specified documents or other information within the time provided in the notice.

### 2.2.1.4 FILING DATE DETERMINATION

For the purposes of compliance with the deadlines for action on applications governed by Chapter 212 of the Texas Local Government Code, the filing date of the application is the date that the City determines that the applicant provided a complete application including all documents or other information necessary to comply with the technical requirements related to the form and content of the application as stipulated in the Development Manual and this LDC.

## 2.2.2 PRE-APPLICATION MEETING.

Development activities begin with a pre-application meeting request to the City. The primary purpose of the pre-application meeting is for staff to help identify the scope of the development proposal, so that the City can determine the appropriate submittal requirements and process(es), including whether the development will require administrative or public approval. The specific information required to request a pre-application meeting may be found in the City of Taylor Development Manual.

## 2.2.3 ANNEXATIONS.

### 1 APPLICABILITY.

Annexation applications are used by property owners who would like to request that their property be annexed into the city limits of Taylor.

### 2 APPROVAL CRITERIA.

Prior to considering an annexation application, the applicant must schedule a pre-application meeting with the City to discuss the proposed annexation. Requests for annexation shall be reviewed by staff to determine whether they are in keeping with the policies and goals of the Comprehensive Plan and authorized by applicable State laws.

### 3 APPROVAL PROCEDURE.

The procedure for processing an annexation application shall follow the requirements established in Chapter 43 of the Texas Local Government Code. City staff will prepare a report for consideration by City Council regarding the advisability of the annexation. The City Council is the final approval authority for annexation applications. Annexations are completed through the adoption of an annexation ordinance by the City Council.

## 2.2.4 COMPREHENSIVE PLAN AMENDMENT.

### 1 APPLICABILITY.

The City Council may approve amendments to the Comprehensive Plan for unique or extraordinary situations that were not anticipated when the Plan was adopted so long as the proposed amendment is clearly in the public interest and meets the spirit and intent of the goals and policies of the Plan.

### 2 APPROVAL CRITERIA.

In determining whether an amendment to the Comprehensive Plan should be adopted, the following criteria shall be applied:

- ✓ The need for the proposed amendment.
- ✓ The effect of the proposed amendment on the need for City services and facilities.
- ✓ Whether the proposed amendment is consistent with the intent of the goals and policies of the Plan.
- ✓ The implications, if any, that the amendment may have for other parts of the Plan.
- ✓ Whether unforeseen circumstances or new information has emerged (such as a significant economic development opportunity).

### 3 APPROVAL PROCEDURE.

The procedure for approval of a Comprehensive Plan Amendment shall follow the requirements of Chapter 213 of the Texas Local Government Code and the following process.

(1) Prior to submitting an application for a Comprehensive Plan Amendment, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, City staff will prepare a staff report and submit it to the Planning & Zoning Commission for consideration.

(3) Public notice of the proposed amendment will be completed in accordance with State law and City ordinance.

(4) Following public notice, the Planning & Zoning Commission will hold a public hearing and consider the requested amendment and make a recommendation to the City Council.

(5) City Council will hold a public hearing and consider the recommendation of the Planning & Zoning Commission. If the City Council is in favor of the amendment, they will adopt it by ordinance in accordance with State law and the City Charter.

## 2.2.5 ZONING APPLICATIONS.

### 2.2.5.1 GENERAL REQUIREMENTS.

(A) As authorized by Chapter 211 of the Texas Local Government Code, the Place Type Zoning Standards and Districts, as herein established, have been made in accordance with an adopted Comprehensive Plan to promote the public health, safety, morals and general welfare, and protecting and preserving places and areas of historical, cultural or architectural importance and significance in the City.

(B) Standards have been designed to lessen the congestion in the Streets; to secure safety from fire, and other dangers; to ensure adequate light and air; to prevent the overcrowding of land, to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, wastewater treatment, schools, parks, and other public requirements.

(C) The standards for building neighborhoods require the distribution of Place Types to provide lifestyle and living variation that define distinct physical environments of varying degrees of urbanity and development intensity. The "P" designation represents each Place Type's relative place on a continuum of low-intensity to high-intensity development, from rural to urban, with the character and associated Standards of "P5" being more urban than those of "P4".

(D) Where a property over 2.5 acres without an adopted Neighborhood Plan has a Place Type designation, that designation indicates the most intense Place Type that may be allocated to the property during the neighborhood planning process and does not entitle the entire property to be designated with that Place Type.

## 2.2.6 NEIGHBORHOOD PLAN.

### 1 APPLICABILITY.

Neighborhood Plans are for development projects over 2.5 acres (one or more standard city blocks) on previously undeveloped and/or unplatted land. Neighborhood Plan applications are used to layout new neighborhoods or portions thereof including streets, blocks, lots, civic spaces, etc. and to allocated Place Type zoning districts within the new neighborhood. Neighborhood Plans include a general subdivision layout which shall serve as the guide for the preliminary plat(s) that will be submitted after the Neighborhood Plan is adopted.

### 2 APPROVAL CRITERIA.

Neighborhood Plans are reviewed for compliance with the Comprehensive Plan and the requirements of this LDC.

### 3 APPROVAL PROCEDURE.

The procedure for approval of a Neighborhood Plan shall follow the requirements of Chapters 211 and 212 of the Texas Local Government Code and the following process.

(1) Prior to submitting an application for a Neighborhood Plan, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, City staff will schedule a Neighborhood Plan design charette or urban design consultation depending upon the scale and complexity of the development proposal.

(3) Upon completion of the design charette or urban design consultation, City staff will prepare a staff report and submit it along with the Neighborhood Plan to the Planning & Zoning Commission for consideration.

(4) Public notice of the application will be completed in accordance with State law and City ordinance.

(5) Following public notice, the Planning & Zoning Commission will hold a public hearing and consider the Neighborhood Plan and make a recommendation to the City Council.

(6) City Council will hold a public hearing and consider the recommendation of the Planning & Zoning Commission. If the City Council is in favor of the Neighborhood Plan, they will adopt it by ordinance in accordance with State law and the City Charter.

### 4 EXPIRATION.

Neighborhood Plans will expire twenty-four (24) months after approval if a complete Preliminary Plat application has not been accepted by the City. Upon expiration, the property will revert to the Place Type zoning that was in place prior to approval of the Neighborhood Plan.

## 2.2.7 INFILL NEIGHBORHOOD PLAN (REZONING REQUIRED).

### 1 APPLICABILITY.

Infill Neighborhood Plans are for development projects over 2.5 acres (one or more standard city blocks) in an infill location. Infill Neighborhood Plan applications are used to layout infill neighborhoods or portions thereof including streets, blocks, lots, civic spaces, etc. and to allocated Place Type zoning districts within the infill neighborhood. The Infill Neighborhood Plan may include amending, re-platting or vacating of existing platted lots and/or the adoption of a new preliminary plat. This process is intended to be expedited in order to encourage infill development.

### 2 APPROVAL CRITERIA.

Infill Neighborhood Plans are reviewed for compliance with the Comprehensive Plan, the requirements of this LDC, and the context of the infill location.

### 3 APPROVAL PROCEDURE.

The procedure for approval of an Infill Neighborhood Plan shall follow the requirements of Chapters 211 and 212 of the Texas Local Government Code and the following process:

(1) Prior to submitting an application for an Infill Neighborhood Plan, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, City staff will schedule an Infill Neighborhood Plan design charette or urban design consultation depending upon the scale and complexity of the development proposal.

(3) Upon completion of the design charette or urban design consultation, City staff will prepare a staff report and submit it along with the Infill Neighborhood Plan to the Planning & Zoning Commission for consideration.

(4) Public notice of the application will be completed in accordance with State law and City ordinance.

(5) Following public notice, the Planning & Zoning Commission will hold a public hearing and consider the Neighborhood Plan and make a recommendation to the City Council.

City Council will hold a public hearing and consider the recommendation of the Planning & Zoning Commission. If the City Council is in favor of the Infill Neighborhood Plan, they will adopt it by ordinance in accordance with State law and the City Charter.

### 4 EXPIRATION.

Infill Neighborhood Plans will expire twenty-four (24) months after approval if a complete plat, site development plan or building permit application has not been accepted by the City. Upon expiration, the property will revert to the Place Type zoning that was in place prior to approval of the Infill Neighborhood Plan.

## 2.2.8 EMPLOYMENT CENTER PLAN.

### 1 APPLICABILITY.

All areas designated as EC – Employment Center Place Type require an Employment Center Plan to be approved prior to any development or redevelopment activity on the property. Employment Center Plans are intended to allow for the customization of development standards for sites that are intended to provide locations for job centers that may require deviations from the development standards of the other Place Type zoning districts.

### 2 APPROVAL CRITERIA.

Employment Center Plans are reviewed for compliance with the Comprehensive Plan, the requirements of this LDC, the special needs of proposed employment land uses, and the context of the Employment Center's location.

### 3 APPROVAL PROCEDURE.

The procedure for approval of an Employment Center Plan shall follow the requirements of Chapters 211 and 212 of the Texas Local Government Code and the following process:

(1) Prior to submitting an application for an Employment Center Plan, the applicant shall schedule a pre-application meeting with the City.

(2) Once a completed application is received, City staff will schedule an Employment Center Plan design charette or urban design consultation depending upon the scale and complexity of the development proposal.

(3) Upon completion of the design charette or urban design consultation, City staff will prepare a staff report and submit it along with the Employment Center Plan to the Planning & Zoning Commission for consideration.

(4) Public notice of the application will be completed in accordance with State law and City ordinance.

(5) Following public notice, the Planning & Zoning Commission will hold a public hearing and consider the Employment Center Plan and make a recommendation to the City Council.

City Council will hold a public hearing and consider the recommendation of the Planning & Zoning Commission. If the City Council is in favor of the Employment Center Plan, they will adopt it by ordinance in accordance with State law and the City Charter.

### 4 EXPIRATION.

Employment Center Plans will expire twenty-four (24) months after approval if a complete Preliminary Plat application has not been accepted by the City. Upon expiration, the property will revert to the Place Type zoning that was in place prior to approval of the Employment Center Plan.

## 2.2.9 PLACE TYPE ZONING MAP AMENDMENT.

### 1 APPLICABILITY.

Place Type Zoning Map Amendment applications are used by property owners to request a change to the Place Type zoning district of their property. If the property meets the criteria for a New or Infill Neighborhood Plan, that application type shall be used and not a Place Type Zoning Map Amendment application.

### 2 APPROVAL CRITERIA.

Place Type Zoning Map Amendment applications are reviewed for compliance with the Comprehensive Plan and the requirements of this LDC.

### 3 APPROVAL PROCEDURE.

The procedure for approval of a Place Type Zoning Map Amendment application shall follow the requirements of Chapter 211 of the Texas Local Government Code and the following process:

(1) Prior to submitting a Place Type Zoning Map Amendment application, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, City staff will prepare a staff report and submit it to the Planning & Zoning Commission for consideration.

(3) Public notice of the application will be completed in accordance with State law and City ordinance.

(4) Following public notice, the Planning & Zoning Commission will hold a public hearing and consider the Place Type Zoning Map Amendment application and make a recommendation to the City Council.

(5) City Council will hold a public hearing and consider the recommendation of the Planning & Zoning Commission. If the City Council is in favor of the Place Type Zoning Map Amendment application, they will adopt it by ordinance in accordance with State law and the City Charter.

## 2.2.10 SPECIAL USE PERMIT (SUP).

### 1 APPLICABILITY.

Special Use Permits allow for the approval of land uses with characteristics or operating conditions that do not meet one or more of the criteria of this LDC, but which are in keeping with the intent of the LDC and the Comprehensive Plan.

### 2 APPROVAL CRITERIA.

Special Use Permit applications are reviewed for compliance with the Comprehensive Plan, the intent statements of this LDC and for overall compatibility with the surrounding neighborhood in which the property is located.

### 3 APPROVAL PROCEDURE.

The procedure for approval of a Special Use Permit application shall follow the requirements of Chapter 211 of the Texas Local Government Code and the following process:

(1) Prior to submitting a Special Use Permit application, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, City staff will prepare a staff report and submit it to the Planning & Zoning Commission for consideration.

(3) Public notice of the application will be completed in accordance with State law and City ordinance.

(4) Following public notice, the Planning & Zoning Commission will hold a public hearing and consider the Special Use Permit and make a recommendation to the City Council.

(5) City Council will hold a public hearing and consider the recommendation of the Planning & Zoning Commission. If the City Council is in favor of the Special Use Permit application, they will adopt it by ordinance in accordance with State law and the City Charter.

### 4 EXPIRATION.

The City Council may establish an expiration date and/or renewal criteria for the Special Use Permit in the adopting ordinance.

## 2.2.11 PLACE TYPE ZONING VERIFICATION LETTER.

### 1 APPLICABILITY.

Zoning verification letters allow a property owner to receive a formal determination from the City as to whether a proposed use of land is permitted within the property's zoning district. The letter does not authorize the property owner to commence any development activity on the property.

### 2 APPROVAL PROCEDURE.

Upon receipt of a complete zoning verification letter application, City staff will research the proposal and the Director of Development Services will issue a letter determining whether the proposed use is permitted within the property's zoning district.

### 3 EXPIRATION.

Zoning verification letters expire the earlier of six (6) months after issuance or when an amendment to this LDC is adopted that would change the determination in the letter.

## 2.2.12 PLACE TYPE ZONING ORDINANCE TEXT AMMENDMENT.

### 1 APPLICABILITY.

Amendments to this LDC may be made to correct errors in the text or because of changed conditions or better practices having been developed. All amendments shall be consistent with the Comprehensive Plan. City staff will periodically identify necessary amendments to the LDC and present them for consideration to the Planning & Zoning Commission. Property owners or citizens of Taylor may also propose text amendments.

### 2 APPROVAL CRITERIA.

Text amendments are reviewed for compliance with the Comprehensive Plan and other provisions of this LDC.

### 3 APPROVAL PROCEDURE.

The procedure for approval of a text amendment shall follow the requirements of Chapter 211 of the Texas Local Government Code and the following process:

(1) If the text amendment is proposed by a property owner or citizen, the applicant shall schedule a pre-application meeting with the City.

(2) Whether city-initiated or applicant-initiated, City staff will prepare a staff report on the proposed text amendment and submit it to the Planning & Zoning Commission for consideration.

(3) Public notice of the text amendment will be completed in accordance with State law and City ordinance.

(4) Following public notice, the Planning & Zoning Commission will hold a public hearing and consider the text amendment and make a recommendation to the City Council.

(5) City Council will hold a public hearing and consider the recommendation of the Planning & Zoning Commission. If the City Council is in favor of the text amendment, they will adopt it by ordinance in accordance with State law and the City Charter.

## 2.2.13 APPEAL OF A PLACE TYPE RELATED ADMINISTRATIVE DECISION.

### 1 APPLICABILITY.

Pursuant to the provisions of Chapter 211 of the Texas Local Government Code, a person may appeal an order, requirement, decision, or determination made by an administrative official in the enforcement of zoning regulations adopted under Chapter 211.

The following persons are authorized to file an appeal of an administrative decision that is not specific to an application, address or project:

(1) a person aggrieved by the decision; or

(2) any officer, department, board, or bureau of the municipality affected by the decision.

The following persons are authorized to file an appeal of an administrative decision that is related to a specific application, address, or project:

(a) a person who filed the application that is the subject of the decision;

(b) a person who is the owner or representative of the owner of the property that is the subject of the decision; or is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or

(c) a person who is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or

(d) any officer, department, board, or bureau of the municipality affected by the decision.

### 2 APPROVAL CRITERIA.

The ZBA may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the ZBA has the same authority as the administrative official.

The ZBA shall consider the following in rendering its decision:

(1) The administrative official's action is presumed to be valid. The applicant shall present sufficient evidence and have the burden to justify a reversal of the action being appealed. The administrative official may present evidence and argument to the contrary.

(2) All findings and conclusions necessary to the appeal shall be based upon reliable evidence.

# APPEAL OF A PLACE TYPE RELATED ADMINISTRATIVE DECISION.

## 3 APPROVAL PROCEDURE.

(1) A person wishing to file an appeal shall submit a complete appeal application to the City not later than the twentieth (20th) day after the date the administrative decision is made.

(2) Pursuant to Section 211.010 of the Texas Local Government Code, an appeal stays all proceedings in furtherance of the action that is appealed unless the official from whom the appeal is taken certifies in writing to the ZBA facts supporting the official's opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by a restraining order granted by the ZBA or a court of record on application, after notice to the official, if due cause is shown.

(3) The administrative official shall submit to the ZBA all the documents constituting the record of the action taken by the official.

(4) The ZBA shall set a reasonable time for the appeal hearing and shall give public notice of the hearing and due notice to the parties in interest. A party may appear at the appeal hearing in person or by agent or attorney. The ZBA shall decide the appeal at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed.

(5) At least seventy-five percent (75%) of the members of the ZBA must be present to hear the appeal.

(6) The concurring vote of seventy-five percent (75%) of the members of the ZBA is required to reverse an order, requirement, decision, or determination of an administrative official.

(7) Judicial review of a decision of the ZBA shall follow the procedures in Chapter 211.011 of the Texas Local Government Code.

## 2.2.14 PLACE TYPE ZONING VARIANCE

### 1 APPLICABILITY.

In specific cases a variance from the terms of this LDC may be authorized by the ZBA if the variance is not contrary to the public interest and due to special conditions, a literal enforcement of the LDC would result in unnecessary hardship, and so that the spirit of the LDC is observed and substantial justice is done.

### 2 APPROVAL CRITERIA.

No variance shall be granted or imposed unless the ZBA finds:

(1) That there are special circumstances or conditions affecting the property involved such that the strict application of the provisions of this LDC would deprive the applicant of the reasonable use of their property; and

(2) That granting of the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and

(3) That the granting or imposition of the variance will not be detrimental to the public health, safety and welfare; and

(4) That the granting or imposition of the variance will not have the effect of preventing the orderly development of other property in the area in accordance with the provisions of this LDC.

Such findings of the ZBA together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the meeting at which such variance is granted or imposed. Variances may be granted or imposed only when in harmony with the general purpose and intent of this LDC and the Comprehensive Plan so that the public health, safety, and welfare may be secured. Financial hardship to the applicant, standing alone, except as provided for below, shall not be deemed to constitute undue hardship. All variances shall be granted or imposed on a case-by-case basis and no variance shall be construed to serve as a precedent for subsequent variances.

The ZBA may consider the following as grounds to determine whether compliance with the LDC as applied to a structure that is the subject of the appeal would result in unnecessary hardship:

(1) the financial cost of compliance is greater than fifty percent (50%) of the appraised value of the structure as shown on the most recent appraisal roll certified by the assessor for the municipality under Section 26.01, Tax Code;

(2) compliance would result in a loss to the lot on which the structure is located of at least twenty-five percent (25%) of the area on which development may physically occur;

(3) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement;

(4) compliance would result in the unreasonable encroachment on an adjacent property or easement; or

(5) the municipality considers the structure to be a nonconforming structure.

# PLACE TYPE ZONING VARIANCE.

## 3 APPROVAL PROCEDURE.

The procedure for approval of a Zoning Variance shall follow the requirements of Chapter 211 of the Texas Local Government Code and the following process:

(1) Prior to submitting a Zoning Variance application, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, City staff will prepare a staff report and submit it to the ZBA for consideration.

(3) Public notice of the application will be completed in accordance with State law and City ordinance.

(4) Following public notice, the ZBA will hold a public hearing and consider the Zoning Variance.

(5) Record of the ZBA's action regarding the Zoning Variance Application shall be recorded in the official meeting minutes.

(6) Judicial review of a decision of the ZBA shall follow the procedures in Chapter 211.011 of the Texas Local Government Code.

## 4 EXPIRATION.

Zoning Variances expire twenty-four (24) months after approval if a building permit, site development permit or certificate of occupancy has not been issued for the property that incorporates the provisions of the variance.

## 2.2.15 PLACE TYPE SPECIAL EXCEPTION.

### 1 APPLICABILITY.

The ZBA may hear and decide Special Exceptions to the following terms of the zoning provisions of this LDC.

(1) Time extensions for abandoned non-conforming structures, sites and uses.

(2) Expansions of non-conforming structures, sites and uses.

(3) Setback exceptions that are not eligible for a Zoning Warrant

### 2 APPROVAL CRITERIA.

The ZBA may approve a Special Exception if it determines that it is not contrary to the public interest, is in keeping with the intent of the Comprehensive Plan and this LDC, and so that the spirit of this LDC is observed and substantial justice is done.

### 3 APPROVAL PROCEDURE.

The procedure for approval of a Special Exception shall follow the requirements of Chapter 211 of the Texas Local Government Code and the following process:

(1) Prior to submitting a Special Exception application, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, City staff will prepare a staff report and submit it to the ZBA for consideration.

(3) Public notice of the application will be completed in accordance with State law and this LDC.

(4) Following public notice, the ZBA will hold a public hearing and consider the Special Exception.

(5) Record of the ZBA's action regarding the Special Exception Application shall be recorded in the official meeting minutes.

(6) Judicial review of a decision of the ZBA shall follow the procedures in Chapter 211.011 of the Texas Local Government Code.

### 4 EXPIRATION.

Special Exceptions expire twenty-four (24) months after approval if a building permit, site development permit or certificate of occupancy has not been issued for the property that incorporates the provisions of the Special Exception.

## 2.2.16 PLACE TYPE WARRANT.

### 1 APPLICABILITY.

Warrants are deviations from a specific provision of this LDC that is in keeping with the intent of the LDC and which may be administratively approved by the Development Review Committee without public notice and hearing. Only those specific provisions that are identified in this LDC as being eligible for warrant shall be considered by the DRC.

### 2 APPROVAL CRITERIA.

The DRC shall consider the following criteria when evaluating a request for a Warrant:

(1) Is the requested Warrant in keeping with the intent of this LDC?

(2) Is the Warrant consistent with the characteristics of the surrounding neighborhood?

### 3 APPROVAL PROCEDURE.

The following procedure shall be followed for Warrant applications:

(1) Prior to submitting a Warrant application, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, DRC staff will review and provide an analysis of the application.

(3) The DRC shall meet to discuss and take action on the application at a regularly scheduled or specially called meeting of the DRC at which the applicant may be present to answer questions or provide additional information regarding the application.

(4) Record of the DRC action shall be provided in writing to the applicant.

(5) If a Warrant application is denied by the DRC, the applicant may seek a Variance from the ZBA.

### 4 EXPIRATION.

Warrants expire twenty-four (24) months after approval if a building permit, site development permit or certificate of occupancy has not been issued for the property that incorporates the provisions of the Warrant.

## 2.2.17 SUBDIVISION APPLICATIONS.

### 2.2.17.1 GENERAL REQUIREMENTS.

Subdivision applications are not considered filed for the purposes of Texas Local Government Code Section 212.009 until the City determines that the application meets all applicable requirements of this LDC and is accepted for consideration and acknowledges such by notifying the applicant of such acceptance and either placing the application on the next available Planning & Zoning Commission agenda for their consideration, or, in the case of administratively approved subdivision applications, proceeding to final action.

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## 2.2.18 NEIGHBORHOOD PLAN.

### 1 APPLICABILITY.

Neighborhood Plans are for development projects over 2.5 acres (one or more standard city blocks) on previously undeveloped and/or unplatted land. Neighborhood Plan applications are used to layout new neighborhoods or portions thereof including streets, blocks, lots, civic spaces, etc. and to allocated Place Type zoning districts within the new neighborhood if the new neighborhood is inside the city limits. Neighborhood Plans include a general subdivision layout which shall serve as the guide for the preliminary plat(s) that will be submitted after the Neighborhood Plan is adopted.

### 2 APPROVAL CRITERIA.

Neighborhood Plans are reviewed for compliance with the Comprehensive Plan and the requirements of this LDC.

### 3 APPROVAL PROCEDURE.

The procedure for approval of a Neighborhood Plan shall follow the requirements of Chapters 211 (if the neighborhood is inside the city limits) and 212 of the Texas Local Government Code and the following process:

(1) Prior to submitting an application for a Neighborhood Plan, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, City staff will schedule a Neighborhood Plan design charette or urban design consultation depending upon the scale and complexity of the development proposal.

(3) Upon completion of the design charette or urban design consultation, City staff will prepare a staff report and submit it along with the Neighborhood Plan to the Planning & Zoning Commission for consideration.

(4) Public notice of the application will be completed in accordance with State law and City ordinance.

(5) Following public notice, the Planning & Zoning Commission will hold a public hearing and consider the Neighborhood Plan and either approve, approve with conditions, or disapprove the Neighborhood Plan if the new neighborhood is not in the city limits or make a recommendation to the City Council if the new neighborhood is in the city limits.

(6) City Council will hold a public hearing and consider the recommendation of the Planning & Zoning Commission. If the City Council is in favor of the Neighborhood Plan, they will adopt it by ordinance in accordance with State law and the City Charter.

## NEIGHBORHOOD PLAN.

### 4 EXPIRATION.

Neighborhood Plans expire twenty-four (24) months after approval if a complete Preliminary Plat application has not been accepted by the City. If the property is in the city limits, upon expiration, the property will revert to the Place Type zoning that was in place prior to approval of the Neighborhood Plan.

## 2.2.19 INFILL NEIGHBORHOOD PLAN.

### 1 APPLICABILITY.

Infill Neighborhood Plans are for development projects over 2.5 acres (one or more standard city blocks) in an infill location. Infill Neighborhood Plan applications are used to layout infill neighborhoods or portions thereof including streets, blocks, lots, civic spaces, etc. and to allocate Place Type zoning districts within the infill neighborhood if the property is in the city limits. The Infill Neighborhood Plan may include amending, re-platting or vacating of existing platted lots and/or the adoption of a new preliminary plat. This process is intended to be expedited in order to encourage infill development.

### 2 APPROVAL CRITERIA.

Infill Neighborhood Plans are reviewed for compliance with the Comprehensive Plan and the requirements of this LDC.

### 3 APPROVAL PROCEDURE.

The procedure for approval of an Infill Neighborhood Plan shall follow the requirements of Chapters 211 (if the neighborhood is inside the city limits) and 212 of the Texas Local Government Code and the following process:

(1) Prior to submitting an application for an Infill Neighborhood Plan, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, City staff will schedule an Infill Neighborhood Plan design charette or urban design consultation depending upon the scale and complexity of the development proposal.

(3) Upon completion of the design charette or urban design consultation, City staff will prepare a staff report and submit it along with the Infill Neighborhood Plan to the Planning & Zoning Commission for consideration.

(4) Public notice of the application will be completed in accordance with State law and City ordinance.

(5) Following public notice, the Planning & Zoning Commission will hold a public hearing and consider the Infill Neighborhood Plan and either approve, approve with conditions or disapprove. Deficient plat submittals shall be referred to the Planning & Zoning Commission for disapproval at the Planning & Zoning Commission's meeting date shown on the application calendar.

(6) City Council will hold a public hearing and consider the recommendation of the Planning & Zoning Commission. If the City Council is in favor of the Infill Neighborhood Plan, they will adopt it by ordinance in accordance with State law and the City Charter.

### 4 EXPIRATION.

Infill Neighborhood Plans expire twenty-four (24) months after approval if a complete Preliminary Plat, Amending Plat, or Re-Plat application has not been accepted by the City. If the property is in the city limits, upon expiration, the property will revert to the Place Type zoning that was in place prior to approval of the Infill Neighborhood Plan.

## 2.2.20 PRELIMINARY PLAT.

### 1 APPLICABILITY.

A Preliminary Plat, showing the proposed layout of the neighborhood that complies with the approved Neighborhood Plan, Infill Neighborhood Plan, or Employment Center Plan, if applicable, shall be required before approval of any division of land or platting activity that requires or proposes the extension of public infrastructure, including, but not limited to, water, sewer, drainage, streets, sidewalks, paths, trails, civic spaces, fire water systems, right-of-way, etc.

### 2 APPROVAL CRITERIA.

Preliminary Plats are reviewed for compliance with the approved Neighborhood or Employment Center Plan, if applicable, the Comprehensive Plan, the requirements of this LDC, the Engineering Manual and all other applicable City, State and Federal laws and requirements.

### 3 APPROVAL PROCEDURE.

The approval procedure for Preliminary Plat applications shall follow the requirements of Chapter 212 of the Texas Local Government Code and the following process:

(1) Prior to submitting an application for a Preliminary Plat, the applicant shall schedule a pre-application meeting with the City.

(2) Subdivision applications are only received by the City on the dates shown on the application calendar.

(3) Once a complete application is received, City staff will review the application for compliance with all applicable criteria.

(4) All deficiencies in the plat submittal shall be listed in a plan review comment letter that shall be provided to the applicant and to the Planning & Zoning Commission.

(5) Deficient plat submittals shall be referred to the Planning & Zoning Commission for disapproval at the Planning & Zoning Commission's meeting date shown on the application calendar.

(6) The Planning & Zoning Commission shall consider all plat applications referred to them and take action to approve, approve with conditions, or disapprove.

(7) If a plat submittal is disapproved or approved with conditions, the applicant shall resubmit the plat to address and correct all deficiencies on an approved resubmittal date as shown on the application calendar.

(8) Upon resubmittal, the application shall follow steps 3 through 6 above.

## PRELIMINARY PLAT.

(9) Approval of the preliminary plat does not constitute acceptance of the subdivision, but only constitutes authority to proceed with the preparation of Subdivision Improvement Plans.

(10) Preliminary Plats shall not be recorded in the real property records of Williamson County.

### 4 EXPIRATION.

Preliminary Plats expire twelve (12) months after approval if a complete Subdivision Improvement Plans application for one or more phases of the Preliminary Plat has not been accepted by the City.

## 2.2.21 SUBDIVISION IMPROVEMENT PLANS.

### 1 APPLICABILITY.

Subdivision Improvement Plans conforming to the Engineering Manual and this LDC must be submitted for the construction, improvement, modification or reconstruction of all existing or proposed streets, public lighting, sidewalks, paths, trails, civic spaces, drainage, water, and sewer utilities and any other infrastructure or public improvements that are required or proposed to be constructed, reconstructed, improved or modified. Subdivision Improvement Plans may be standalone plans for a specific improvement but are more typically associated with a phase(s) of an approved Preliminary Plat. Subdivision Improvement Plans are intended to provide detailed engineering drawings for all improvements required to serve the development.

### 2 APPROVAL CRITERIA.

Subdivision Improvement Plans are reviewed for compliance with the approved Preliminary Plat, the Comprehensive Plan, the requirements of this LDC, the Engineering Manual and all other applicable City, State and Federal laws and requirements.

### 3 APPROVAL PROCEDURE.

The approval procedure for Subdivision Improvement Plans applications shall follow the requirements of Chapter 212 of the Texas Local Government Code and the following process.

(1) Prior to submitting an application for Subdivision Improvement Plans, the applicant shall schedule a pre-application meeting with the City.

(2) Subdivision applications are only received by the City on the dates shown on the application calendar.

(3) Once a complete application is received, City staff will review the application for compliance with all applicable criteria.

(4) All deficiencies in the improvement plans submittal shall be listed in a plan review comment letter that shall be provided to the applicant and to the Planning & Zoning Commission.

(5) Deficient improvement plans submittals shall be referred to the Planning & Zoning Commission for disapproval at the Planning & Zoning Commission's meeting date shown on the application calendar.

(6) The Planning & Zoning Commission shall consider all improvement plans applications referred to them for disapproval.

(7) If an improvement plans submittal is disapproved the applicant shall resubmit the improvement plans to address and correct all deficiencies on an approved resubmittal date as shown on the application calendar.

## SUBDIVISION IMPROVEMENT PLANS.

(8) Upon resubmittal, the application shall follow steps 3 through 6 above if the resubmitted plans are still deficient. If the resubmitted plans meet all applicable approval criteria, the plans shall be administratively approved.

(9) Approval of the subdivision improvement plans does not constitute acceptance of the subdivision, but only constitutes authority to proceed with the scheduling of a pre-construction meeting.

(10) Upon approval of the Subdivision Improvement Plans, the applicant shall schedule a pre-construction meeting with the City prior to commencing any construction activity.

(11) Following the pre-construction meeting, the applicant may begin construction of the scope of work contained in the approved Subdivision Improvement Plans and shall schedule all necessary City inspections throughout the construction process.

(12) Upon completion of all work and passage of all required City inspections and after the Final Plat has been approved for recording (if applicable), the applicant may request City acceptance of the Subdivision Improvements for operations and maintenance. Prior to scheduling the Subdivision Improvements for acceptance by the City Council, the applicant must provide the following to the City:

(a) A two (2) year, ten percent (10%) maintenance bond of the contract price of the public improvements being accepted, if the improvements value is greater than five thousand (5,000) dollars, issued by a corporate surety licensed to do business in the State of Texas, conditioned that the improvements are free from defects in materials and workmanship.

(b) One electronic copy of record drawings, "as-builts", of the improvements that meet the criteria for electronic files in the Engineering Manual.

(c) An affidavit from the owner of the property stating that, to the best of their knowledge, the contractor who constructed the improvements has complied with the regulations and standards of this LDC.

(d) A sealed letter of concurrence from the design engineer stating that all the subdivision improvements were constructed in accordance with the approved engineered plans.

(13) Once the City has determined that all required documentation has been provided, the City Engineer shall prepare a letter of recommendation to the City Council for acceptance of the public improvements and schedule the acceptance on the next available City Council meeting agenda.

## SUBDIVISION IMPROVEMENT PLANS.

### 4 EXPIRATION.

Subdivision Improvement Plans expire twenty-four (24) months after approval if all improvements have not been constructed and passed all required City inspections. Upon request of the applicant, the Planning & Zoning Commission may consider an extension of the expiration date due to unforeseen or unusual circumstances.

## 2.2.22 FINAL PLAT.

### 1 APPLICABILITY.

Final Plats are complete, recordable versions of an already approved Preliminary Plat. Except as otherwise noted within this section, no Final Plat may be considered or approved unless the Preliminary Plat for the same land has been approved and has not expired and the Final Plat is consistent with such Preliminary Plat or revision thereof. The Final Plat must incorporate all approved changes from the Preliminary Plat.

A Final Plat may be approved without approval of a Preliminary Plat if the division of land would otherwise qualify as a Minor Plat, but proposes more than four lots. A Final Plat under this provision may not include the dedication of land or require or propose the extension of any public infrastructure, including, but not limited to, public utilities or roadways.

### 2 APPROVAL CRITERIA.

Final Plats are reviewed for compliance with the approved Preliminary Plat, the approved Subdivision Improvement Plans (if applicable), the Comprehensive Plan, the requirements of this LDC, the Engineering Manual and all other applicable City, State and Federal laws and requirements.

### 3 APPROVAL PROCEDURE.

The approval procedure for Final Plat applications shall follow the requirements of Chapter 212 of the Texas Local Government Code and the following process:

(1) Prior to submitting an application for a Final Plat, the applicant shall schedule a pre-application meeting with the City.

(2) Subdivision applications are only received by the City on the dates shown on the application calendar.

(3) Once a complete application is received, City staff will review the application for compliance with all applicable criteria.

(4) All deficiencies in the plat submittal shall be listed in a plan review comment letter that shall be provided to the applicant and to the Planning & Zoning Commission.

(5) Deficient plat submittals shall be referred to the Planning & Zoning Commission for disapproval at the Planning & Zoning Commission's meeting date shown on the application calendar.

(6) The Planning & Zoning Commission shall consider all plat applications referred to them and take action to approve, approve with conditions or disapprove.

(7) If a plat submittal is disapproved or approved with conditions, the applicant shall resubmit the plat to address and correct all deficiencies on an approved resubmittal date as shown on the application calendar.

## FINAL PLAT.

(8) Upon resubmittal, the application shall follow steps 3 through 6 above.

(9) Approval of the final plat does not constitute acceptance of the subdivision.

(10) Final plats may not be recorded until the associated subdivision improvements have been constructed and accepted by the City Council or a performance bond executed by a corporate surety licensed to do business in the State of Texas, has been issued to the City in an amount equal to the cost, as certified by the design engineer and approved by the City Engineer, of the uncompleted and unaccepted improvements conditioned that the improvements will be completed within two (2) years from the date of final plat approval.

### 4 EXPIRATION.

Final Plats expire twenty-four (24) months after approval if they have not been recorded in the real property records of Williamson County.

## 2.2.23 MINOR PLAT.

### 1 APPLICABILITY.

A Minor Plat is a plat involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities.

### 2 APPROVAL CRITERIA.

Minor Plats are reviewed for compliance with the approved Preliminary Plat (if applicable), the approved Subdivision Improvement Plans (if applicable), the Comprehensive Plan, the requirements of this LDC, the Engineering Manual and all other applicable City, State and Federal laws and requirements.

### 3 APPROVAL PROCEDURE.

The approval procedure for Minor Plat applications shall follow the requirements of Chapter 212 of the Texas Local Government Code and the following process.

(1) Prior to submitting an application for a Minor Plat, the applicant shall schedule a pre-application meeting with the City.

(2) Subdivision applications are only received by the City on the dates shown on the application calendar.

(3) Once a complete application is received, City staff will review the application for compliance with all applicable criteria.

(4) All deficiencies in the plat submittal shall be listed in a plan review comment letter that shall be provided to the applicant by staff.

(5) Deficient plat submittals shall be referred to the Planning & Zoning Commission for disapproval at the Planning & Zoning Commission's meeting date shown on the application calendar.

(6) The Planning & Zoning Commission shall consider all plat applications referred to them for disapproval.

(7) If the plat submittal is disapproved, the applicant shall resubmit the plat to address and correct all deficiencies on an approved resubmittal date as shown on the application calendar.

(8) Upon resubmittal, the application shall follow steps 3 through 6 above if the resubmitted plat is still deficient. If the resubmitted plat meets all applicable approval criteria, the plat shall be administratively approved.

### 4 EXPIRATION.

Minor Plats expire twenty-four (24) months after approval if they have not been recorded in the real property records of Williamson County.

## 2.2.24 AMENDING PLAT.

### 1 APPLICABILITY.

Amending plats are changes to an already recorded plat that meet the requirements of Section 212.016 of the Texas Local Government Code.

For the purposes of Section 212.016(10)(C), all plats within the Neighborhood Infill Future Land Use category qualify as residential improvement areas.

### 2 APPROVAL CRITERIA.

Amending Plats are reviewed for compliance with the approved and recorded Final Plat, the approved Preliminary Plat (if applicable), the approved Subdivision Improvement Plans (if applicable), the Comprehensive Plan, the requirements of this LDC, the Engineering Manual and all other applicable City, State and Federal laws and requirements.

### 3 APPROVAL PROCEDURE.

The approval procedure for Amending Plat applications shall follow the requirements of Chapter 212 of the Texas Local Government Code and the following process:

(1) Prior to submitting an application for an Amending Plat, the applicant shall schedule a pre-application meeting with the City.

(2) Subdivision applications are only received by the City on the dates shown on the application calendar.

(3) Once a complete application is received, City staff will review the application for compliance with all applicable criteria.

(4) All deficiencies in the plat submittal shall be listed in a plan review comment letter that shall be provided to the applicant by staff.

(5) Deficient plat submittals shall be referred to the Planning & Zoning Commission for disapproval at the Planning & Zoning Commission's meeting date shown on the application calendar.

(6) The Planning & Zoning Commission shall consider all plat applications referred to them for disapproval.

(7) If the plat submittal is disapproved, the applicant shall resubmit the plat to address and correct all deficiencies on an approved resubmittal date as shown on the application calendar.

(8) Upon resubmittal, the application shall follow steps 3 through 6 above if the resubmitted plat is still deficient. If the resubmitted plat meets all applicable approval criteria, the plat shall be administratively approved.

### 4 EXPIRATION.

Amending Plats expire twenty-four (24) months after approval if they have not been recorded in the real property records of Williamson County.

## 2.2.25 REPLAT.

### 1 APPLICABILITY.

Replats are changes to or further divisions of already recorded plats without vacating the preceding plat.

### 2 APPROVAL CRITERIA.

Replats are reviewed for compliance with the approved and recorded Final Plat, the Preliminary Plat (if applicable), the approved Subdivision Improvement Plans (if applicable), the Comprehensive Plan, the requirements of this LDC, the Engineering Manual, and all other applicable City, State and Federal laws and requirements.

### 3 APPROVAL PROCEDURE.

The approval procedure for Replat applications shall follow the requirements of Chapter 212 of the Texas Local Government Code and the following process.

(1) Prior to submitting an application for a Replat, the applicant shall schedule a pre-application meeting with the City.

(2) Subdivision applications are only received by the City on the dates shown on the application calendar.

(3) Once a complete application is received, City staff will review the application for compliance with all applicable criteria.

(4) All deficiencies in the plat submittal shall be listed in a plan review comment letter that shall be provided to the applicant and to the Planning & Zoning Commission.

(5) Deficient plat submittals shall be referred to the Planning & Zoning Commission for disapproval at the Planning & Zoning Commission's meeting date shown on the application calendar.

(6) The Planning & Zoning Commission shall consider all plat applications referred to them and take action to approve, approve with conditions or disapprove.

(A) Certain Replats described in Section 212.015 of the Texas Local Government Code require notice and a public hearing and may trigger the affirmative vote of three-fourths of the members present.

(7) If a plat submittal is disapproved or approved with conditions, the applicant shall resubmit the plat to address and correct all deficiencies on an approved resubmittal date as shown on the application calendar.

(8) Upon resubmittal, the application shall follow steps 3 through 6 above. If the Replat meets the requirements of Section 212.0145 of the Texas Local Government Code, it may be administratively approved.

## 2.2.25 REPLAT.

### 4 EXPIRATION.

Replats expire twenty-four (24) months after approval if they have not been recorded in the real property records of Williamson County.

## 2.2.26 VACATING PLAT.

### 1 APPLICABILITY.

A previously recorded plat may be vacated in accordance with Section 212.013 of the Texas Local Government Code. If no lots have been sold within the plat, the owner of the property covered by the plat may file the Vacating Plat application. If lots have been sold, all owners of lots in the plat must sign the application for the Vacating Plat.

### 2 APPROVAL CRITERIA.

Vacating Plat applications are reviewed for compliance with applicable State law and this LDC.

### 3 APPROVAL PROCEDURE.

The procedure for approving a Vacating Plat is the same as the procedure for approving the original plat.

### 4 EXPIRATION.

A plat vacation expires six (6) months after approval if the vacating instrument has not been recorded in the real property records of Williamson County.

## 2.2.27 PLAT CERTIFICATION LETTER.

### 1 APPLICABILITY.

Pursuant to Section 212.0115 of the Texas Local Government Code, an owner of land, a purchaser of real property under contract for deed, executory contract, or other executory conveyance, an entity that provides utility service, or the governing body of the municipality may make written application for a Plat Certification Letter to determine compliance with plat requirements.

### 2 APPROVAL CRITERIA.

Plat Certification Letters are issued based upon the requirements of Chapter 212 of the Texas Local Government Code and the requirements of this LDC. The determination of whether a property has been properly platted or is exempt from platting will depend upon the specific circumstances and configuration of the subject property.

### 3 APPROVAL PROCEDURE.

The City Council of the City of Taylor, by adoption of this LDC, has delegated the ability to perform all responsibilities under Section 212.0115 to the Director of Development Services or their successor or assignee. The approval procedure for Plat Certification Letter applications shall follow the requirements of Chapter 212 of the Texas Local Government Code and the following process:

(1) The applicant shall file an application for a Plat Certification Letter identifying the land that is the subject of the request.

(2) Once a complete application is received, City staff shall research the land for which the Plat Certification Letter is being requested to determine whether it has been platted, requires platting for the proposed development activity, or is exempt from platting and shall make a determination within twenty (20) days after receipt of the complete application.

(3) If applicable, the City shall issue, within ten (10) days of the City's determination, a certificate stating that a plat for the land in question has been reviewed and approved by the City or that the land and/or proposed development activity is exempt from platting.

(4) If a plat has not been reviewed and approved by the City and is determined to be required, the City shall issue a letter to the applicant stating such.

(5) An applicant may appeal to the Planning & Zoning Commission the decision of the City staff member who issues the determination.

### 4 EXPIRATION.

A Plat Certification Letter shall expire upon the sooner to occur of sixty (60) days or a change in the configuration or platting status of the land from that described in the original application.

## 2.2.28 APPEAL OF A SUBDIVISION-RELATED ADMINISTRATIVE DECISION.

### 1 APPLICABILITY.

An applicant for a subdivision application may appeal to the Planning & Zoning Commission the decision of an administrative official related to the subdivision-related standards of this LDC as applied to their application if the applicant believes that the administrative decision has been made in error.

### 2 APPROVAL CRITERIA.

The Commission may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the Commission has the same authority as the administrative official.

The Commission shall consider the following in rendering its decision:

(1) The administrative official's action is presumed to be valid. The applicant shall present sufficient evidence and have the burden to justify a reversal of the action being appealed. The administrative official may present evidence and argument to the contrary.

(2) All findings and conclusions necessary to the appeal shall be based upon reliable evidence.

### 3 APPROVAL PROCEDURE.

(1) A person wishing to file an appeal shall submit a complete appeal application to the City not later than the twentieth (20th) day after the date the administrative decision is made.

(2) The administrative official shall schedule the appeal hearing before the Commission at the next regularly scheduled meeting for which there is sufficient time to meet all required posting and notice timelines. The administrative official shall submit to the Commission all the documents constituting the record of the action taken by the official.

(3) The Commission shall decide the appeal at the next meeting for which notice can be provided following the hearing and not later than the sixtieth (60th) day after the date the appeal is filed.

(4) At least seventy-five percent (75%) of the members of the Commission must be present to hear the appeal.

(5) The concurring vote of seventy-five percent (75%) of the members of the Commission is required to reverse an order, requirement, decision, or determination of an administrative official.

## 2.2.30 SUBDIVISION VARIANCE.

### 1 APPLICABILITY.

A variance of certain subdivision standards of this LDC, as provided for within this LDC, may be considered concurrently with a Preliminary Plat, Subdivision Improvement Plans, Final Plat, Minor Plat, or Replat to address unforeseen circumstances or other difficulties in developing a property under the specific provisions of this LDC. A Subdivision Variance application may be filed without a companion plat application in limited circumstances if the granting of the variance would eliminate the requirement of the plat.

### 2 APPROVAL CRITERIA.

A Subdivision Variance may be approved, conditionally approved, or disapproved. The P&Z must find that the following factors are applicable in order to approve the variance:

(1) That the granting of the variance will not be detrimental to the public health, safety or welfare or injurious to other property in the area or to the City in administering this LDC.

(2) That the granting of the variance would not substantially conflict with the Comprehensive Plan and the purposes of this LDC.

(3) That the conditions that create the need for the variance do not generally apply to other property in the vicinity.

(4) That application of a provision of this LDC will render subdivision of the land impossible.

(5) Where the literal enforcement of these regulations would result in an unnecessary hardship.

### 3 APPROVAL PROCEDURE.

(1) Prior to submitting an application for a Subdivision Variance, the applicant shall schedule a pre-application meeting with the City.

(2) Subdivision applications are only received by the City on the dates shown on the application calendar.

(3) Once a complete application is received, City staff will review the application for compliance with all applicable criteria.

(4) All deficiencies in the submittal shall be listed in a plan review comment letter that shall be provided to the applicant and to the Planning & Zoning Commission.

(5) Deficient submittals shall be referred to the Planning & Zoning Commission for disapproval at the Planning & Zoning Commission's meeting date shown on the application calendar.

(6) The Planning & Zoning Commission shall consider all applications referred to them and take action to approve, approve with conditions or disapprove.

## SUBDIVISION VARIANCE.

3 (7) If a submittal is disapproved or approved with conditions, the applicant shall resubmit the application to address and correct all deficiencies on an approved resubmittal date as shown on the application calendar.

(8) Upon resubmittal, the application shall follow steps 3 through 6 above.

4 **EXPIRATION.**

Subdivision Variances expire if the plat that they are associated with expires or six (6) months after approval if a complete application for a plat which incorporates the approved variance has not been received by the City.

## 2.2.29 SUBDIVISION WARRANT.

### 1 APPLICABILITY.

Warrants are deviations from a specific provision of this LDC that are in keeping with the intent of the ordinance and which may be administratively approved by the Development Review Committee without public notice and hearing.

### 2 APPROVAL CRITERIA.

The DRC shall consider the following criteria when evaluating a request for a Warrant:

(1) Is the requested Warrant in keeping with the intent of this LDC?

(2) Is the Warrant consistent with the characteristics of the surrounding neighborhood?

### 3 APPROVAL PROCEDURE.

The following procedure shall be followed for Warrant applications:

(1) Prior to submitting a Warrant application, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, DRC staff will review and provide an analysis of the application.

(3) The DRC shall meet to discuss and take action on the application at a regularly scheduled or specially called meeting of the DRC at which the applicant may be present to answer questions or provide additional information regarding the application.

(4) Record of the DRC action shall be provided in writing to the applicant.

(5) If a Warrant application is denied by the DRC, the applicant may seek a Variance from the Planning & Zoning Commission.

### 4 EXPIRATION.

Warrants expire twenty-four (24) months after approval if a building permit, site development permit or certificate of occupancy has not been issued for the property that incorporates the provisions of the Warrant.

## 2.2.31 SITE DEVELOPMENT APPLICATIONS.

### 2.2.31.1 GENERAL REQUIREMENTS.

A Site Development Application submittal shall include all of the required information from the Development Manual checklist in order to be considered a complete submittal. All submittals shall be delivered to the Development Services Department in accordance with the approved submittal schedule. Incomplete submittals will not be accepted by the Development Services Department.

## 2.2.32 SITE DEVELOPMENT PLAN.

### 1 APPLICABILITY.

An approved Site Development Plan is required prior to construction of any improvements on a site including but not limited to buildings, driveways, sidewalks, parking, outdoor storage areas, trash and recycling enclosures, stormwater facilities, utilities, site lighting, landscaping, walls and fences, etc. An approved Site Development Plan is required prior to submittal of a Building Permit application.

### 2 APPROVAL CRITERIA.

Site Development Plans shall be reviewed for compliance with the Comprehensive Plan, the standards of this LDC, the Engineering Manual, and all other applicable City, County, State and Federal laws.

### 3 APPROVAL PROCEDURE.

The following procedure shall be followed for Site Development Plan applications:

(1) Prior to submitting a Site Development Plan application, the applicant shall schedule a pre-application meeting with the City.

(2) Once a complete application is received, City staff will review the application for compliance with all applicable criteria.

(3) All deficiencies in the submittal shall be listed in a plan review comment letter that shall be provided to the applicant.

(4) Upon resubmittal, the application shall follow steps 2 and 3 above if the resubmitted plan is still deficient. If the resubmitted plan meets all applicable approval criteria, the plan shall be administratively approved.

(5) Once the Site Development Plan has been approved, applications for Building Permits on the site may be submitted.

### 4 EXPIRATION.

Site Development Plans expire twelve (12) months after approval if a pre-construction meeting has not been completed and construction activities associated with the approved Site Development Plan have not commenced.

## 2.2.33 STREAMLINED SITE DEVELOPMENT PLAN.

### 1 APPLICABILITY.

Streamlined Site Development Plan applications may be considered for priority economic development projects, infill locations, or other projects as determined by the City Manager or their designee. The streamlined process allows the Site Development Plan to be submitted with the Building Permit application and the two reviewed as part of a single application.

### 2 APPROVAL CRITERIA.

Streamlined Site Development Plans shall be reviewed for compliance with the Comprehensive Plan, the standards of this LDC, the Engineering Manual, and all other applicable City, County, State and Federal laws.

### 3 APPROVAL PROCEDURE.

The following procedure shall be followed for Streamlined Site Development Plan applications.

(1) Prior to submitting a Streamlined Site Development Plan application, the applicant shall be approved for the Streamlined process by the Director of Development Services.

(2) Once approved for the Streamlined process, the applicant shall submit the Site Development Plan with the Building Permit application following the procedures established for Building Permit applications.

(3) The Streamlined Site Development Plan will be reviewed by staff concurrently with the Building Permit application and all deficiencies in the Plan shall be listed in a plan review comment letter that shall be provided to the applicant.

(4) Upon resubmittal, the application shall follow steps 2 and 3 above if the resubmitted plan is still deficient. If the resubmitted plan meets all applicable approval criteria, the plan shall be administratively approved.

### 4 EXPIRATION.

Site Development Plans expire twelve (12) months after approval if a pre-construction meeting has not been completed and construction activities associated with the approved Site Development Plan have not commenced.

## 2.2.34 SIGN APPLICATIONS.

### 2.2.34.1 GENERAL REQUIREMENTS.

This Section is authorized by Article XI § 5 of the Texas Constitution, Home Rule Authority inherent under the City Charter, and the Texas Local Government Code including, but not limited to Chapter 211, Municipal Zoning Authority, and Chapter 216, Regulation of Signs by Municipalities.

## 2.2.35 SIGN PERMIT.

### 1 APPLICABILITY.

(1) After a complete application is filed, the Development Services Director or their designee shall approve, approve with conditions as needed to ensure compliance with Chapter 5.10 of this LDC, or deny the sign permit.

(2) No person may install a sign or structurally alter an existing sign except in conformity with this Chapter and all other applicable City ordinances.

### 2 APPROVAL CRITERIA.

The applicant shall submit all the information required in the Development Manual as specified on the sign permit checklist. Applications will not be accepted for review until all the items required to be submitted with the sign permit have been received by the City.

### 3 APPROVAL PROCEDURE.

(1) After a complete application is filed, the Development Services Director or their designee shall approve, approve with conditions as needed to ensure compliance with Chapter 5.10 of this LDC or deny the sign permit.

(2) If the sign permit is denied the reasons for the denial will be provided in writing. The variance process for signs is detailed in Section 2.2.37 below.

### 4 INSPECTIONS.

After the sign permit has been issued and the sign is being constructed or erected, the sign contractor performing the work or service shall request that the Development Services Director or their designee conducts necessary inspection such as, but not limited to, foundation inspection, electrical inspection and final inspection.

### 5 EXPIRATION.

If the approved sign(s) are not completely installed within six (6) months following the issuance of a sign permit, the sign permit shall expire.

## 2.2.36 MASTER SIGN PLAN.

### 1 APPLICABILITY.

(1) The purpose of the master sign plan program is to allow a property owner or developer, subject to approval, the option of creating a sign management program for multi-tenant or mixed- use developments. The Master Sign Plan will ensure that the proposed signage meets certain standards and are consistent with the character and quality of development in the City of Taylor. Once the Master Sign Plan has been approved it, would enable individual sign permits which fully comply with the Master Sign Plan to be promptly approved and displayed.

(2) The benefits of a master sign program include the following:

i. Allows for a unified presentation of signage throughout parcels proposed for development;

ii. Allows creativity and flexibility to provide for unique environments;

iii. The uniformity, creativity and flexibility is in exchange for a cumulative reduction in sign area, sign height or the total number of signs; and

iv. Gives pre-approval of designs and design elements that will make subsequent applications for sign permits more efficient.

v. To this end, a master sign program alternative is created.

(3) The minimum requirements to qualify for a master sign plan must include:

i. One whole parcel or two or more contiguous parcels that are not included in any other master sign plans and

ii. The property owner(s), or authorized representatives of the owner(s) of all parcels within the proposed master plan sign area must sign the application for the master sign plan.

### 2 APPLICATION MATERIALS.

The applicant shall submit all the information required in the Development Manual as specified on the master sign checklist. Applications will not be accepted for review until all the items required to be submitted with the sign permit have been received by the City.

### 3 APPROVAL CRITERIA.

(1) A master sign program for a multi-tenant or mixed use development may be approved, as proposed, if it will result in a substantially improved, comprehensive and unified proposal which would enhance the character and visual amenities of the City of Taylor. This will be determined by a comparison exercise undertaken by the Development Services Director or their designee.

## MASTER SIGN PLAN.

The comparison exercise will assess the combined impacts of the proposed Master Sign submission by considering all the factors listed (i) through (viii) below and comparing them to what is allowed through strict compliance with all other provisions of this LDC in Chapter 5.10. The standards being considered in the comparison exercise include, but not are limited, to:

i. Consistent materials, sizes, styles, and colors across the development;

ii. Use of landscaping around the sign base;

iii. Use of channel lettering;

iv. Fewer incidental signs;

v. Greater spacing between signs along street frontages;

vi. Fewer total number of signs;

vii. Signs of reduced heights and area; and

viii. Impact from any proposed prohibited signs or sign elements or illumination.

(2) The Development Services Director or their designee shall review all sign types (e.g., attached, freestanding, or illumination etc.) for the parcel or parcels proposed for development, to determine the degree of compliance with this article as a supplement to, or in lieu of, the sign standards otherwise applicable. Any deviations to the number, dimensions, locations, or design characteristics of attached or freestanding signs that are sought by an applicant shall be justified in writing, and shall clearly demonstrate a standard of design and quality that exceeds those provided in Chapter 5.10.

### 4 APPROVAL PROCEDURE.

(1) The Development Services Director or their designee may administratively deny or approve a master sign plan, with or without conditions. If the master sign permit is denied, the reasons for the denial will be provided in writing.

(2) The Development Services Director or their designee may impose reasonable conditions on the master sign program relating to the design, locations, placements, or orientations, and sign specifications that are not related to the content of the signs or the viewpoints of the sign users, in order, to ensure continuing compliance with the standards of this LDC and the approved master sign program.

(3) If the master sign permit is denied the reasons for the denial will be provided in writing. The variance process for a master sign permit is detailed in Section 2.2.37.

### 5 EXPIRATION.

An approved Master Sign plan shall expire one (1) year from the date of such approval if no progress has been made towards completion of the project.

## 2.2.37 SIGN VARIANCE.

### 1 APPLICABILITY.

The applicant who is seeking a variance from this LDC, including a Master Sign Plan, must file a request for a variance with the Development Services Director or their designee along with a variance application fee, as stated in the City's most recent fee schedule.

### 2 APPLICATION MATERIALS.

The Development Services Director or their designee will indicate what documentation the responsible party must provide in support of the variance request.

### 3 APPROVAL CRITERIA

(1) In determining the sign variance request the ZBA shall consider:

i. Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.

ii. Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.

iii. Proposed sign location, configuration, design, materials, and colors are harmonious.

iv. The sign and its supporting structure are in architectural harmony with the surrounding structures.

v. Mitigation measures related to the sign in question or other signs on the same premises.

vi. Demonstrated and documented correlation between the variance and protecting public health and safety.

(2) The ZBA may decide, based on the evidence presented, that strict compliance with the requirements of this LDC will result in:

i. A substantial undue hardship (not for financial gain) to the applicant, or

ii. The applicant providing sufficient mitigation, or

iii. An inequity to the applicant without sufficient corresponding benefit to the City and its citizens in accomplishing the objectives of the this LDC.

When the ZBA is satisfied that a granting of such variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship or difficulty the variance can be granted with or without conditions. Alternatively, the ZBA can deny the variance request.

(3) All variances shall be granted or imposed on a case-by-case basis and no variance shall be construed to serve as a precedence for subsequent variances to this LDC.

## SIGN VARIANCE.

### 4 APPROVAL PROCEDURE.

The procedure for approval of a sign variance shall follow the requirements of Chapters 211 and 216 of the Texas Local Government Code and the following process:

(1) Once a complete variance submission is received, the Development Services Director or their designee will prepare a staff report and submit to the ZBA for consideration.

(2) Public notice of the variance request will be completed in accordance with State law and this LDC.

(3) Following public notice, the ZBA will hold a public hearing and determine the variance request after the public hearing has closed.

(4) The reasoning for each and every decision taken by the ZBA shall be clearly expressed and referenced to approval criteria above and the relevant sections of this LDC before a vote is taken by the ZBA. Such findings shall be incorporated into the official minutes of the ZBA.

## 2.2.38 HISTORIC PRESERVATION APPLICATIONS.

2.2.38.1. General Requirements. A Certificate of Appropriateness application submittal shall include all of the requirements from the Development Manual checklist in order to be considered a complete submittal. All submittals shall be delivered to the Development Services Department in accordance with the approved submittal schedule. Incomplete submittals will not be accepted by the Development Review Authority.

## 2.2.39 CERTIFICATE OF APPROPRIATENESS.

### 1 APPLICABILITY.

A certificate of appropriateness is required for portions of buildings and sites visible from adjacent public rights-of-way, streets or alleys prior to undertaking any of the following activities in a local Historic District or at a local Historic Landmark:

(1) Construction and reconstruction, including fences and walls;

(2) Alteration, additions, restoration and rehabilitation;

(3) Relocation;

(4) Signage;

(5) Construction or reconstruction of a parking lot;

(6) Demolition.

### 2 APPROVAL CRITERIA.

The following criteria shall be used to determine whether the application for a certificate of appropriateness shall be approved, conditionally approved or denied:

(1) Consideration of the effect of the activity on historical, architectural or cultural character of the Historic District or Historic Landmark;

(2) Compliance with the Historic District or Historic Landmark regulations;

(3) Whether the property owner would suffer extreme hardship, not including loss of profit, unless the certificate of appropriateness is issued; and

(4) The construction and repair standards or guidelines.

### 3 APPROVAL PROCEDURE.

Historic Preservation Officer Action

(1) The Historic Preservation Officer (HPO) shall review the application for a certificate of appropriateness in accordance with the criteria and provide a report and acommendation to the Historic Preservation Commission.

(2) The HPO shall schedule a public hearing and prepare a posted notice before the public hearing in accordance with this LDC.

Historic Preservation Commission Action

(1) The Historic Preservation Commission shall conduct a public hearing concerning the application in accordance with this LDC.

## CERTIFICATE OF APPROPRIATENESS.

(2) The Historic Preservation Commission shall approve, approve with conditions or deny the application for a certificate of appropriateness after consideration of the request during the public hearing.

(3) If the Historic Preservation Commission determines that a certificate of appropriateness should not be issued, or should be issued subject to conditions, it shall place upon its records the reasons for its determination.

(4) The Historic Preservation Commission shall render its decision on the request within forty-five (45) days of the date the application is deemed complete and adequate for review, subject to the supplemental options available.

(5) If a submittal is disapproved or approved with conditions the applicant shall resubmit the application to address and correct all deficiencies on an approved resubmittal date as shown on the application calendar.

(6) Applications denied by the Historic Preservation Commission are appealable to the City Council.

Upon resubmittal, the application shall follow steps 3 through 6 above.

**4** **EXPIRATION.**

(1) Time of Expiration. A certificate of appropriateness shall expire one year from the date it is issued if the proposed activity has not commenced, or two years from the date the cer tificate isissued, if the proposed activity has not been completed.

(2) Extension. A certificate of appropriateness may be extended by the Historic Preservation Commission for a period not to exceed one year from the date required for commencement and two years from the date required for completion of the activity authorized by the certificate.

# 2.3 REVIEW AUTHORITY.

## 2.3.1 OVERVIEW.

The process overview defines the application type and review and approval authority for each application. *Properties in the ETJ recieve final approval by the P&Z

| APPLICATION TYPE | REVIEWING PARTY | | | | |
|---|---|---|---|---|---|
| | CITY STAFF | ZONING BOARD OF ADJUSTMENTS | PLANNING & ZONING COMMISSION | HISTORIC PRESERVATION COMMISSION | CITY COUNCIL |
| Annexation | R | | | | [D] |
| Comprehensive Plan Amendment | R | | [R] | | [D] |
| Neighborhood Plan* | R | | [R] | | [D] |
| Employment Center Plan* | R | | [R] | | [D] |
| Place Type Zoning Map Ammendment | R | | [R] | | [D] |
| Special Use Permit | R | | [R] | | [D] |
| Place Type Zoning Verification Letter | D | | | | |
| Place Type Zoning Ordinance Text Amendment | R | | [R] | | [D] |
| Place Type Zoning Variance | R | [D] | | | |
| Place Type Zoning Special Exception | R | [D] | | | |
| Place Type Zoning Warrant | D | A | | | |
| Administrative Decision Appeal - Place Type Zoning | | [D] | | | |
| Preliminary Plat Approval/ Disapproval | R | | D | | |

R = Recommendation - D = Decision Maker - A = Appeal - [ ] = Public Hearing Required

| APPLICATION TYPE | REVIEWING PARTY | | | | |
|---|---|---|---|---|---|
| | CITY STAFF | ZONING BOARD OF ADJUSTMENTS | PLANNING & ZONING COMMISSION | HISTORIC PRESERVATION COMMISSION | CITY COUNCIL |
| Subdivision Improvement Plans Disapproval | R | | D | | |
| Subdivision Improvement Plans Approval | D | | | | |
| Final Plat Approval/ Disapproval | R | | D | | |
| Minor Plat/Replat Disapproval | R | | D | | |
| Minor Plat/Replat Approval | D | | | | |
| Amending Plat Disapproval | R | | D | | |
| Amending Plat Approval | D | | | | |
| Replat Approval/ Disapproval | R | | [D] | | |
| Plat Vacation | R | | D | | |
| Plat Certification | D | | A | | |
| Subdivision Variance | R | | D | | |
| Subdivision Warrant | D | | A | | |
| Administrative Decision Appeal - Subdivision | | | D | | |
| Site Development Plan | D | | A | | |
| Sign Permit | D | A | | | |
| Certificate of Appropriateness | R | | | [D] | A |

R = Recommendation - D = Decision Maker - A = Appeal - [ ] = Public Hearing Required

## 2.3.2 PLANNING & ZONING COMMISSION.

### 2.3.2.1 ESTABLISHMENT AND MEMBERSHIP.

The Planning & Zoning (P&Z) Commission is established in Chapter 2, Article IV of the City of Taylor Code of Ordinances.

### 2.3.2.2 AUTHORITY.

The Planning & Zoning Commission has the authority granted to it by State Law and City ordinance. Its authority related to the applications, processes and procedures of this LDC is summarized below.

The Planning & Zoning Commission has final decision-making authority over the following processes and applications:

(1) Disapproval of all subdivision applications

(2) Approval of Preliminary Plats

(3) Approval of Final Plats

(4) Approval of Vacating Plats

(5) Approval of Subdivision Variances

(6) Review and approval or disapproval of appeals of the following:

(7) Administrative decisions on Subdivision-related applications

(a) Administrative decisions on Site Development Plan applications

The Planning & Zoning Commission makes recommendations to the City Council on the following processes and applications:

(1) Comprehensive Plan adoption or amendment

(2) Re-Zoning applications

(3) Special Use Permits

(4) Neighborhood Plans

(5) Infill Neighborhood Plans

(6) Employment Center Plans

(7) Zoning Ordinance adoption and text amendments

### 2.3.2.3 MEETINGS.

The Planning & Zoning Commission shall meet as necessary to conduct its business, comply with State law mandates and City LDC requirements.

## 2.3.3 ZONING BOARD OF ADJUSTMENT.

### 2.3.3.1 ESTABLISHMENT AND MEMBERSHIP.

The Zoning Board of Adjustment (ZBA) is established in Chapter 2, Article IV of the City of Taylor Code of Ordinances.

### 2.3.3.2 AUTHORITY.

The Zoning Board of Adjustment has the authority granted to it by State Law and City ordinance. Its authority related to the applications, processes and procedures of this LDC is summarized below.

The ZBA has final decision-making authority over the following processes and applications:

(1) Zoning Variances

(2) Zoning Special Exceptions

(3) Review and approval or disapproval of appeals of the following:

(4) Zoning-related Administrative Decisions

(5) Administrative decisions on Sign Permit applications

(6) Administrative decisions on Zoning Warrant applications

### 2.3.3.3 MEETINGS.

The ZBA shall meet as necessary to conduct its business, comply with State law mandates and City ordinance requirements.

## 2.3.4 HISTORIC PRESERVATION COMMISSION.

### 2.3.4.1 ESTABLISHMENT AND MEMBERSHIP.

The Historic Preservation Commission (HPC) is established in Chapter 2, Article IV of the City of Taylor Code of Ordinances.

### 2.3.4.2 AUTHORITY.

The Historic Preservation Commission has the authority granted to it by State Law and City ordinance. Its authority related to the applications, processes and procedures of this LDC is summarized below.

The Historic Preservation Commission has final decision-making authority over the following processes and applications:

(1) Certificate of Appropriateness

(2) Signs in the Historic District

### 2.3.4.3 MEETINGS.

The Historic Preservation Commission shall meet as necessary to conduct its business, comply with State law mandates and City ordinance requirements.

## 2.3.5 DEVELOPMENT REVIEW COMMITTEE.

The Development Review Committee (DRC) shall be organized to generally ensure compliance by the applicant with all applicable codes, regulations, laws, ordinances, and plans associated with applications within this LDC and to coordinate the examination of development proposals to ensure that all City requirements, established by ordinance, resolution or policy, have been met without conflict. The Development Review Committee shall have all the power and duties specifically provided for herein.

### 2.3.5.1 ESTABLISHMENT AND MEMBERSHIP.

Membership of the DRC shall be comprised of the following:

(1) Development Services or Planning Department.

(2) Building Permitting / Inspections Department.

(3) Engineering Department.

(4) Public Works Department (Water/Sewer/Drainage).

(5) Parks and Recreation Department.

(6) Fire Marshal or Public Safety.

(7) Other designees as determined by the City Manager.

### 2.3.5.2 AUTHORITY.

(1) Provide a series of technical reviews and analyses of each project in a holistic manner to provide quick turnaround reviews, reduce comment conflicts, provide consistent feedback to each applicant and project, and ensure all recommendations for disapproval have clear and convincing evidence to meet the requirements of state law and this LDC.

(2) Approve applications that meet the intent, development standards, and LDC requirements, if Administrative Approval is allowed, is required by state law, or by the City's Charter.

(3) Recommend approval or disapproval of exceptions or waivers to Planning & Zoning Commission in accordance with the City's Code of Ordinances, the Engineering Manual, or other standards.

(4) Conduct an annual review of all technical manuals and provide a consolidated list of recommendations for City Council considerations, if needed.

(5) Approve Warrants that meet the intent of the LDC.

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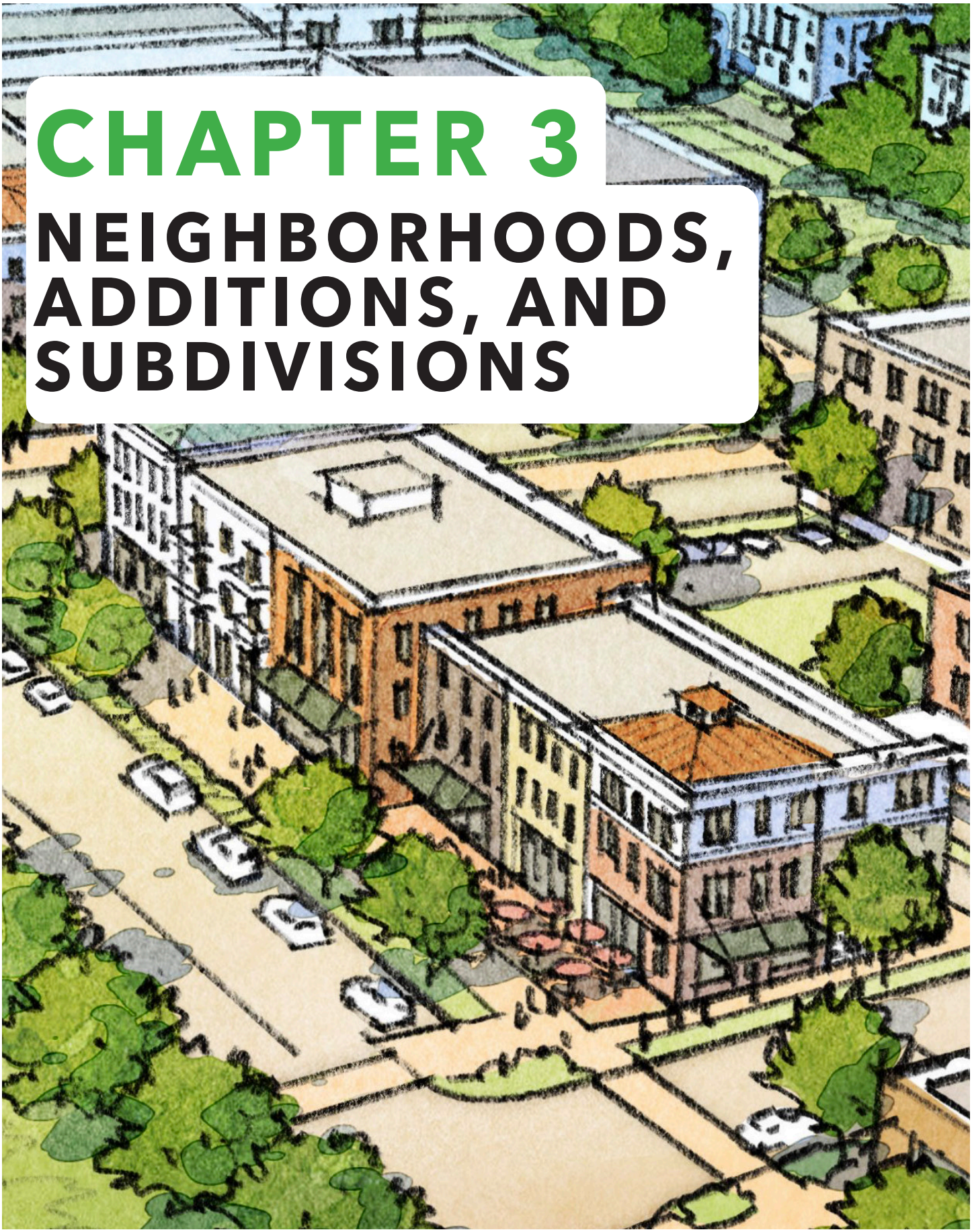


# CHAPTER 3

# NEIGHBORHOODS, ADDITIONS, AND SUBDIVISIONS

## 3.1 GENERAL PROVISIONS

## 3.2 PURPOSE

The purpose of this Chapter is to provide standards and guidance for the creation of neighborhoods, and divisions of land through the preparation of neighborhood plans, employment center plans, enigneered plans, and plats. The standards in this Chapter are intended to promote the health, safety, and general welfare of the City and the safe, orderly, and healthful development of the City.

## 3.3 AUTHORITY.

Subdivision regulations are adopted and administered by the City pursuant to Local Government Code, Chapters 212 and 242 and all other applicable State and Federal laws, now written or hereafter amended or passed, allowing the City to adopt rules governing plats and subdivisions of land within city limits and extraterritorial jurisdiction to promote the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City.

(1) The process for land division shall follow the requirements of Chapter 212 of the Texas Local Government Code.

(2) It shall be unlawful for any owner or agent of any owner of land to lay out, subdivide, plat or replat any land into lots, blocks, and streets within the City or within the extraterritorial jurisdiction without the approval of the Planning & Zoning Commission. The City shall withhold all City improvements, including the maintenance of streets and furnishing of sewage and water service from all additions and subdivisions, the platting of which has not been approved by the Planning & Zoning Commission.

(3) It shall also be unlawful for any such owner or agent to offer for sale or sell property therein or thereby, which has not been laid out, subdivided, platted or replatted with the approval of the Planning & Zoning Commission

(4) No street number and no building permit shall be issued for the erection of any building in the City on any piece of property, other than an original or a resubdivided lot in a duly approved and recorded subdivision, without the written approval of a plat or subdivision by the Planning & Zoning Commission, the approval of construction plans, the acceptance of the public improvements, and a duly approved and recorded subdivision or plat recorded with the Williamson County Clerks Office, except as otherwise provided for in this LDC.

(5) This chapter shall apply to any land within the corporate limits and extraterritorial jurisdiction (ETJ) of the City of Taylor, unless specifically exempted by this article.

## 3.4 ENGINEER REQUIRED.

The applicant shall retain the services of a professional engineer, licensed in the State of Texas, whose seal shall be placed on each sheet of the drawings, and who shall be responsible for the design and inspection of the drainage, roads, and streets, and sewer, and water facilities within the subdivision.

# 3.5 APPLICABILITY.

## 3.5.1 PLAT REQUIRED

Prior to the subdivision, resubdivision, assembly or development of any land within the City or its extraterritorial jurisdiction (ETJ), a subdivision plat and, where public improvements are proposed, subdivision improvement plans must be approved in accordance with all relevant City requirements.

The owner of a tract of land located within the city limits or the ETJ who divides the tract into two or more parts to lay out a subdivision of the tract or to lay out streets, parks, or other parts of the tract intended to be dedicated to public use shall submit a plat of the subdivision in accordance with this LDC.

A division of a tract under this section includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract for sale or other executory contract to convey or by using any other method.

No permit or certificate of occupancy may be issued, or utility services established for any parcel or tract of land unless such property has been platted or determined to be exempt from platting in conformity with the provisions of this LDC.

The division of any lot or any parcel of land by the use of a metes and bounds description for the purpose of development is prohibited.

## 3.5.2 EXCEPTIONS FROM REQUIRED PLAT.

Exceptions to the requirement for a recorded plat prior to the issuance of a development permit may be approved as follows:

(1) Assertion of a statutory exemption from platting pursuant to Chapter 212 of the Local Government Code shall be made and reviewed pursuant to a Plat Certification application.

(2) A request for a warrant from the requirement for platting prior to the issuance of a development permit may be submitted to the DRC for review and may be approved if the request is in keeping with the intent of the LDC and the Comprehensive Plan.

(3) A request for a variance from the requirement for platting prior to the issuance of a development permit may be submitted to the Planning and Zoning Commission for consideration.

# 3.6 NEIGHBORHOOD AND EMPLOYMENT CENTER PLANS.

Additions or new neighborhoods add to the fabric of the community. It is intended that new neighborhoods be built based on key standards from the existing neighborhoods. Taylor's neighborhoods offer a variety of residential buildings, house-form office or commercial buildings, to downtown commercial buildings. The standards within the Neighborhood Plan and Pedestrian Shed Allocation sections of this LDC support fiscally productive and flexible neighborhoods for Taylor's future. Employment Centers are areas of the community designated for job creation and industrial development. Employment Center plans allow for flexible design standards that recognize the unique characteristics of major employment and industrial buildings and sites.

## 3.6.1 DEVELOPMENT PATTERNS.

### 3.6.1.1 DESCRIPTION.

Development Patterns are used for projects with acreage amounts of a Pedestrian Shed (approximately 80 acres) or greater. The physical landscape in Taylor lends itself to supporting a range of development pattern. Neighborhood Plans may opt to extend the city grid or select an alternative development pattern.

Projects greater than 2.5 acres but less than a pedestrian shed shall use the TND development pattern or the development pattern of the adjacent and surrounding neighborhood. Alternative Development Patterns may be requested by Warrant from the DRC.

### 3.6.1.2 INTENT.

Development Patterns are the manner in which a neighborhood is configured. Different geographies accept different Development Patterns. To accommodate Taylor's range of natural landscapes, three (3) Development Patterns provide adequate facilitation of development. The Development Pattern type will guide the creation of the Neighborhood Plan configurations suitable for different geographies.

### 3.6.1.3 NEIGHBORHOOD PLAN PLACE TYPE ZONING ALLOCATION PER DEVELOPMENT PATTERN.

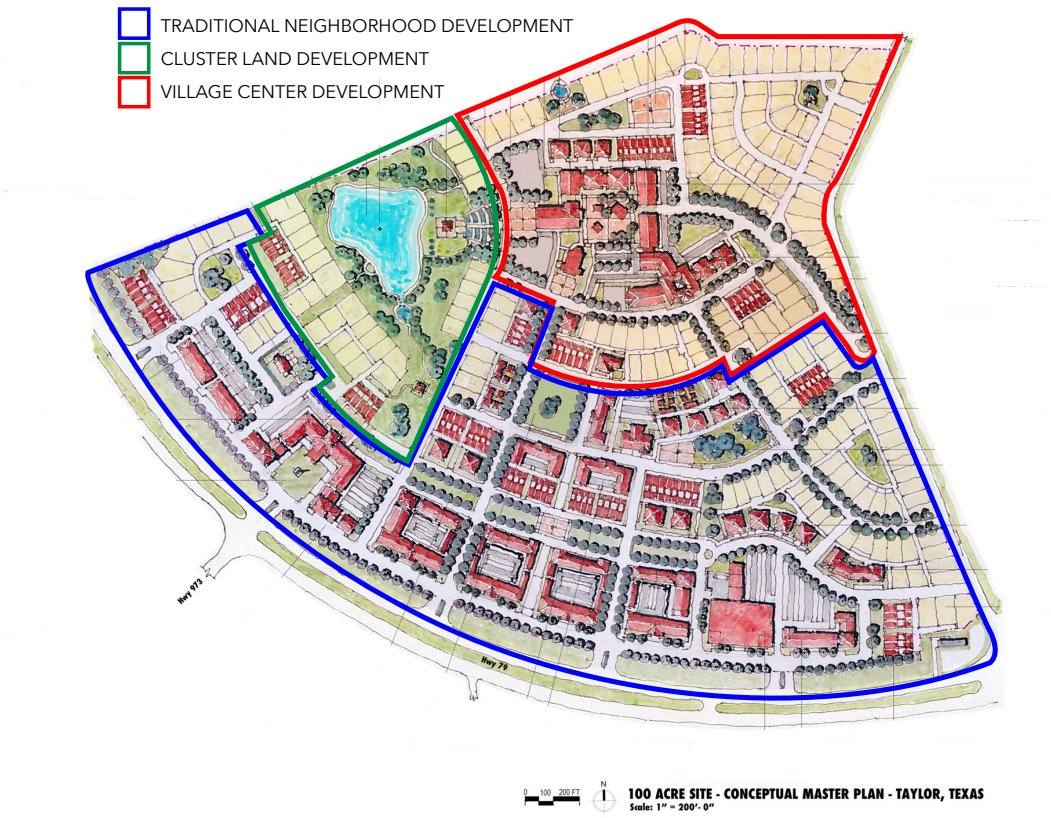
Projects with eighty (80) acres or a pedestrian shed or greater shall allocate a variety of Place Types on a Neighborhood Plan (see Table 3.6.1(A)): Place Type Allocation Per Development Pattern. If subdiving and/or a Place Type zoning change is required, a Neighborhood Plan can be submitted simultaneously with a plat and Place Type Zoning change submission.

For properties within the city limits, Place Types shall be allocated within neighborhoods based upon the Development Pattern of the neighborhood and the percentages in Table 3.6.1(A). The Planning and Zoning Commission and City Council may approve modifications to the Place Type allocation percentages through the Neighborhood Plan adoption process. Neighborhood Plans less than a full pedestrian shed shall consider the existing and planned Place Type allocation within the pedestrian shed that the new neighborhood is a part of in determining the Place Type allocation percentages for the new neighborhood.

## TABLE 3.6.1(A): PLACE TYPE ALLOCATION PER DEVELOPMENT PATTERN.

| DEVELOPMENT PATTERNS | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| TRADITIONAL NEIGHBORHOOD DEVELOPMENT | 5% | 0% | 0% | 0% | 10-30% | 0% | 40-60% | 10-30% | 10% | 0% |
| CLUSTER LAND DEVELOPMENT | 5% | 50% | 0% | 0% | 10-30% | 0% | 20-40% | 0-15% | 10% | 0% |
| VILLAGE CENTER DEVELOPMENT | 5% | 5% | 0% | 0% | 10-30% | 0% | 10-30% | 40-60% | 10% | 0% |
| EMPLOYMENT CENTER | TBD | 0% | 0% | 0% | 0% | 0% | 0-20% | 0-20% | 10% | 50% MIN. |

FIGURE 3.6.1(B): EXAMPLE OF DEVELOPMENT PATTERNS.



### 3.6.1.4 TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND).

(1) Intent: Traditional Neighborhood Development is the historic development pattern of Taylor. TND characteristics include: small, walkable blocks; the continuation of the street grid as new neighborhoods are planned; a variety of lot sizes that accommoodate a variety of building types; a range of housing types; well-defined public spaces; a definable neighborhood center; and they contain amenities such as stores, schools, and places to meet and linger within a comfortable walking distance of residences. TND is the primary and default development pattern in the City of Taylor.

(2) Standards:

(a) Location: The TND is located within an area that allows for the development pattern.

(b) Place Types: The TND shall include an allocation of Place Types as shown in Table 3.6.1(A) or as approved in the Neighborhood Plan.

(c) Size: A TND shall be organized around one pedestrian shed as described in Section 3.6.1.7 TNDs larger than one pedestrian shed shall be organized as multiple pedestrian sheds, each with a definable center.

(3) Example: The 100-acre concept plan in Taylor, Texas depicts how a mix of development patterns can be incorporated within one development project. The image in Figure 3.6.1(B) has an example of Traditional Neighborhood Development with small blocks, walkable streets, a variety of buildings types and alternative block patterns with pedestrian breaks.

### 3.6.1.5 CLUSTER LAND DEVELOPMENT (CLD).

(1) Intent: Cluster Land Development offers an alternative to TND for the purpose of:

(a) Assuring the permanent preservation of open space, agricultural lands, and other natural resources through land reservations or conservation easements;

(b) Encouraging the use of land in accordance with its character and adaptability;

(c) Allowing innovation and greater flexibility in the design of residential developments to ensure the same overall amount of development normally permitted with the conventional home lot size;

(d) Facilitating the construction and maintenance of streets, utilities, and public services in a more economical and efficient manner—increasing affordability and reducing the cost of building and maintaining infrastructure;

(e) Ensuring compatibility of design and use between neighboring properties; and,

(f) Encouraging a less sprawling form of development, thus preserving open space as undeveloped land.

(2) Standards:

(a) A minimum of fifty percent (50%) of the Neighborhood Plan shall be permanently allocated to P1 Nature and/or P2 Rural Place Types.

(b) The dedicated P1 lands shall be deemed civic or open space and will be set aside by the applicant through an irrevocable conservation easement or similarly determined method, as approved by the City Council.

(c) Areas not considered civic or open space:

i. The area of any street right-of-way proposed to be dedicated to the public.

ii. Any submerged land area.

(3) Example: The 100-acre concept plan in Taylor, Texas depicts how a mix of development patterns can be incorporated within one development project. The image in Figure 3.6.1(B) has an example of Cluster Land Development where lots are clustered to protect the natural landscape.

## 3.6.1.6 VILLAGE CENTER DEVELOPMENT (VCD).

(1) Intent: A Village Center Development is a series of small streets lined with buildings at the street edge, creating a unique village-style community. VCD consists of a small dense grouping of predominately P4 and P5 buildings serving as residential, live/work, commercial, and office buildings organized in a vernacular, curvilinear grid, or grid network of blocks and streets. The streets are small and serve as shared streets. Vehicles are kept on the exterior of the developments. Buildings are located at or very close to the street edge.

(2) Standards:

(a) Location: VCDs may be located in any new neighborhood to create an area or an entire neighborhood that is intended to be mostly free of motorized vehicles within the main pedestrian streets.

(b) (b)Place Types: The VCD shall include an allocation of Place Types as shown in Table 3.6.1(A) or as approved in the Neighborhood Plan.

(c) (c) Size: A VCD may be organized around one pedestrian shed as described in Section 3.6.1.7 or may be its own, smaller pedestrian shed within a standard pedestrian shed.

(d) (d) Special Requirements: Buildings are located at or very close to the street edge at the frontage line and occupy eighty percent (80%) to one hundred percent (100%) of the lot frontage. Vehicle access is be kept in the rear of the property, served by alleys or the rear lanes.

(3) Example: The 100-acre concept plan in Taylor, Texas depicts how a mix of development patterns can be incorporated within one development project. The image in Figure 3.6.1(B) has an example of a Village Center Development with a tight, pedestrian-friendly core that has a mix of building types and shared walkable streets.

### 3.6.1.7 PEDESTRIAN SHED.

(1) Description: A pedestrian shed is the basic building block of walkable neighborhoods. A pedestrian shed is the area encompassed by the walking distance from a town center, neighborhood center, or the main civic space. Pedestrian sheds are often defined by a 5-minute walk, about 1,320 feet. They may be drawn as perfect circles, but in practice, pedestrian sheds have irregular shapes because they cover the actual distance walked, not the straight-line distance.

(2) Appplicability:

(a) In TND developments, every 1/4 mile radius or "Pedestrian Shed," i.e. approx. 80 acres, is to contain a mix/allocation of Place Type zoning districts as shown in Table 3.6.1(A). Measuring development by the pedestrian shed will ensure walkable neighborhoods are created.

(b) The pedestrian shed is the area encompassed by the walking distance from a town or neighborhood center or main civic space. They are often defined as the area covered by a 5-minute walk (about 1/4 mile or 1,320 feet) from the center.

(c) Pedestrian Sheds in VCD or CLD Development Patterns vary in size.

### 3.6.1.8 EMPLOYMENT CENTER.

(1) Intent: Employment Centers are areas within the community that are intended to provide locations for major employment and industrial development. As such, these areas may not be able to meet the development standards or character of the other neighborhood development patterns. Employment Centers should still be developed in a manner that is consistent with the City's overall master plans, street network, and adjacent neighborhoods, but may require modifications to block dimensions, civic space locations, building types and sizes, etc.

(2) Standards.

(a) Location: Employment Centers are located in areas designated on the City's Future Land Use Plan as Employment Center.

(b) Place Types: The Employment Center shall include an allocation of Place Types as shown in Table 3.6.1(A) or as approved in the Employment Center Plan. The area within an Employment Center Plan Allocated too the EC Place Type should be sufficient to preserve areas within the plan for major employment and industrial uses that have unique characteristics that do not meet the standards of a traditional neighborhood. The remaining area within an Employmet Center Plan should be allocated to traditional Place Types such as CS, P4 and P5 to create walkable, mixed use neighborhoods within the Employment Center that provide areas for housing, retail, and service uses to support the needs of those working in the Employment Center.

## 3.6.2 ALLOCATION AND SEQUENCE OF PLACE TYPE DETERMINATION

(1) Determination of Place Type designations shall be made based on the following factors considered in the following sequence:

(a) Development Patterns and intensities compliant with the Comprehensive Plan;

(b) The existing streets and Master Thoroughfare Plan;

(c) Proximity to existing Place Types (built or planned);

(d) Size of new development; and

(e) Pedestrian Shed distribution.

(2) The Place Type designation on the Taylor Place Type zoning map for undeveloped properties or properties proposing redevelopment determines the maximum allowed intensity of a development and does not entitle the entire property to be allocated with that Place Type.

(3) Before preparing a Neighborhood Plan, the Applicant must review permitted Development Patterns, the associated standards, and Place Type percentage allocation per Pedestrian Shed.

## 3.6.3 NEIGHBORHOOD PLAN EXEMPTIONS

Properties within the city limits of 2.5 acres or less on already platted lots are not required to complete a Neighborhood Plan.

## 3.6.4 IN-CITY NEIGHBORHOOD AND EMPLOYMENT CENTER PLANS.

The City of Taylor is made up of a collection of complete neighborhoods. Each neighborhood has a variety of building types, lot sizes, shops and services, civic spaces, and more. New neighborhoods will continue this pattern through standards developed through the Neighborhood or Employment Center Plan process.

Creating a Neighborhood Plan is a three-step process and may require an urban design consultation or charrette to be accomplished. Specific development requirements and standards are located in the Engineering Manual. Additional requirements may be determined at pre-application meeting and site visit.

The specific requirements for an application will be determined at the pre-submittal meeting. The following steps apply to all new neighborhoods and employment centers within the city limits.

### 3.6.4.1 NEW NEIGHBORHOOD OR EMPLOYMENT CENTER PLAN

A new Neighborhood or Employment Center Plan is the first step in designing a new neighborhood or employment center. The plan begins with a master plan that lays out the street network, open spaces, and civic spaces, and allocates Place Types. A master plan may be developed by the property owner or authorized applicant following the standards in this LDC and reviewed for compliance by the City or it may be developed collaboratively through a design charette process. The applicant shall choose the method of developing the master plan when they submit the Neighborhood Plan application.

The Planning and Zoning Commission and City Council may approve deviations from the standards

in the LDC that are in keeping with the intent of the Comprehensive Plan and LDC. Any deviations shall be recorded in the approved Neighborhood or Employment Center Plan.

The Neighborhood Plan application follows the requirements in Chapter 2 and the content of the application in the Development Manual.

### 3.6.4.2 PRELIMINARY PLAT

Following approval of the Neighborhood or Employment Center Plan, the applicant shall submit a Preliminary Plat that provides the preliminary engineering of streets, paths, trails, transportation improvements, blocks, lots, civic spaces, utilities and drainage for the new neighborhood or employment center.

The Preliminary Plat application follows the requirements in Chapter 2 and the content of the application in the Development Manual.

### 3.6.4.3 SUBDIVISION IMPROVEMENT PLANS

Following approval of the Preliminary Plat, the applicant shall submit the Subdivision Improvement Plans that provide the detailed engineering consistent with the requirements in the Engineering Manual for all public infrastructure within the new neighborhood or employment center.

The Subdivision Improvement Plans application follows the requirements in Chapter 2 and the content of the application in the Development Manual.

### 3.6.4.4 FINAL PLAT

Upon completion of construction of the improvements within the approved Subdivision Improvement Plans, the applicant shall submit the Final Plat which provides the final, recordable copy of the subdivision. The applicant may choose to submit the Final Plat prior to the completion of construction of the improvements within the approved Subdivision Improvement Plans, in which case, the applicant shall post a performance bond equal to 110% of the cost of all the uncompleted improvements within the approved Subdivision Improvement Plans at the time of submitting the Final Plat application. The City Engineer shall be responsible for reviewing and approving the applicant's estimate of the cost of the uncompleted improvements.

The Final Plat application follows the requirements in Chapter 2 and the content of the application in the Development Manual.

### 3.6.4.5 SITE DEVELOPOMENT PLANS AND BUILDING PERMIT

After the Final Plat is recorded with the Williamson County Clerk, the owner of lots within the plat may submit applications for Site Development Plans and Building Permits.

The Site Development Plans application follows the requirements in Chapter 2 and the content of the application in the Development Manual.

The Build Permit application follows the requirements of the adopted building codes and the application materials published by the Director of Development Services.

## 3.6.5 ETJ NEIGHBORHOOD AND EMPLOYMENT CENTER PLANS.

All new neighborhoods and employment centers within the ETJ of the City of Taylor shall follows the procedures outlined in Section 3.6.4 with the following exceptions:

(1) During the Neighborhood or Employment Center Plan process, no Place Type zoning districts are allocated on the plan.

(2) Upon approval of the Final Plat, no Site Development Plans or Building Permits are required to be submitted to the City.

## 3.7 INFILL PLANS.

Infill development is the process of reconstructing within or increasing the development intensity of an already developed area or neighborhood. Infill is an important strategy in the City's comprehensive plan because it provides a more fiscally sustainable development alternative to the creation of new neighborhoods using new infrastructure.

There are two scales of infill development. First, is development using existing lots that may require minor changes or divisions. Second, is development that proposes to significantly reconfigure existing lots, blocks or streets and proposes to change the allocation of Place Types within the infill development.

### 3.7.1 APPLICABILITY.

Infill development proposed on existing platted lots that do not require any modifications to the existing plat and are not proposing a change to the Place Type may proceed directly to site development plan or building permit.

Infill development that proposes modifications to existing platted lots but does not trigger the requirement of an Infill Neighborhood Plan may submit the required plat applications, Place Type zoning change, and any necessary engineered plans for street, sidewalk, water, sewer or drainage improvements concurrently. Pursuant to Texas Local Government Code Section 212.016(10), up to six lots may be created from a previously platted lot using the Amending Plat application process in a residential improvement area.

Existing platted lots may be amended to create additional lots as long as the following conditions are met:

(1) All lots are required to have individual water and sewer taps unless a warrant is approved by the DRC.

(2) New lots may have frontage on any public right-of-way type including street, path, alley or civic space.

(3) Lots that do not have frontage on a street must have the following:

(a) A dedicated ten (10) feet wide pedestrian access easement from the street to the lot;

(b) An address sign at the street

(4) Lots without street frontage may be granted a warrant from compliance with the frontage build-out requirement.

### 3.7.2 INFILL NEIGHBORHOOD PLANS.

Infill Neighborhoods Plans are required for properties greater than 2.5 acres and that are proposing to modify the Place Type allocation or change the street, lot or block configuration in a way that is not permitted by the Infill Lot-Scale Plan process.

Infill Neighborhood Plans shall follow the procedures in Section 3.6.4 for new Neighorbood Plans with the following exceptions:

(1) The property owner may process any necessary vacating, amending or re-plat applications with the initial Neighborhood Plan application.

(2) The DRC may authorize the use of the Infill Neighborhood Plan as the Preliminary Plat instead of requiring a separate Preliminary Plat application.

The Infill Neighborhood Plan application follows the requirements in Chapter 2 and the content of the application in the Development Manual.

## 3.8 NEIGHBORHOOD DESIGN STANDARDS.

### 3.8.1 STREETS, PATHS, TRAILS, AND ALLEYS.

The street pattern of a neighborhood shall follow the traditional grid pattern of Taylor, providing walkable blocks and an interconnected network of streets that extend to and from adjacent neighborhoods and undeveloped properties. The applicant shall be responsible for the construction of all interior street improvements.

The applicant shall be responsible for the construction of the adjacent half of all perimeter streets surrounding the subdivision that are not improved to city standards. Perimeter street subdivision requirements include any residential subdivision with greater than four (4) lots. In lieu of constructing perimeter streets, the Development Services Director may approve an escrow of one-half (½) of the cost. The cost must be approved by the City Engineer.

#### 3.8.1.1 INTENT.

(1) Streets serve as the key public spaces that connect people to places. Taylor's street grid is core to its success and is a pattern that represents the past and will guide its future. The Public Frontage is the space where public investments and land is used to connect people to places.

(2) Pedestrian comfort shall be the primary consideration for the design of streets. Design conflicts between vehicular and pedestrian movement shall be decided in favor of the Pedestrian.

(3) A diversity of street tree and plant species should be planted throughout the City of Taylor to promote resistance to disease and insect blight. Street Trees and/or landscaping should be planted to create a visually unified streetscape.

### 3.8.1.2 GENERAL.

(1) Development located within the city limits shall be subject to the requirements of this section. Development in the ETJ shall comply with the rules of this LDC and all environmental regulations as allowed by State law and the rules established by the Inter-local Agreement with Williamson County.

(2) Streets are intended for use by vehicular and pedestrian traffic and to provide access to lots and civic spaces. New streets shall be required when block lengths exceed the maximum length allowed in the Place Type.

### 3.8.1.3 STREET ARRANGEMENT.

The original grid pattern within Taylor establishes the foundation for the street network. Unless otherwise approved by the City Council, provision shall be made for the extension of streets through any new neighborhood. Off-center street intersections with streets in adjacent neighborhoods shall be avoided. All streets shall be continuous or in alignment with existing streets unless variations are deemed advisable by the Council due to topography and requirements of traffic circulation.

FIGURE 3.8.1(A): STREET EXTENSIONS.




### 3.8.1.4 STREET DESIGN.

(1) Street design details are located in the Engineering Manual included as Appendix A.

(2) Streets shall be designed by a registered engineer meeting the specifications of this LDC and the Engineering Manual.

### 3.8.1.5 STREET WIDTHS.

(1) Street types shall be determined during the Neighborhood Plan process. Below are general standards for street width:

(a) Boulevards serving P5 - Core Place Type shall have a minimum dedicated right-of-way of eighty (80) feet and a minimum paving width curb to curb of thirty-two (32) feet.

(b) Neighborhood Streets used to primarily serve neighborhoods and serving P2.5 - Large Lot, P3 - Neighborhood, P4 - Neighborhood Mix, or P5 - Core place types shall have a minimum dedicated right-of-way of sixty (60) feet and a minimum (paving) width curb to curb of twenty-four (24) feet.

(c) Rural Streets in P2 - Rural, P2C - Rural Commercial, or P2.5 - Large Lot place types and the ETJ shall generally be constructed with concrete ribbon curbs, and the right-of-way may vary.

### 3.8.1.6 INTERSECTION.

(1) Typically, streets are to intersect at a ninety (90) degree angle. Variations may be approved by the City Engineer.

(2) Acute angle intersections approved by the City Engineer are to have twenty-five (25) foot radius at acute corners.

(3) Street intersections with or extending to meet an existing street will be tied to the existing street on centerline with dimensions and bearings to show relationship.

### 3.8.1.7 PARTIAL OR HALF-STREETS.

Partial or half-streets may be provided where the City Council believes that a street should be located on a property line.

### 3.8.1.8 STREET NAMES.

Street names shall be continuations of existing street names adjacent to or in-line, if they are not duplications. Proposed new names shall be submitted to the Development Services Director, or their designee, for approval prior to the submittal of a final plat.

### 3.8.1.9 RIGHT-OF-WAY (ROW) WIDTHS.

All street and road rights-of-way within new subdivisions shall be subject to the minimum right-of-way and street widths as determined by the City Engineer and the Engineering Manual.

### 3.8.1.10 CUL-DE-SACS.

Cul-de-sacs may be approved when a street cannot be extended due to unique circumstances such as topography, other natural features or existing development. Cul-de-sacs shall not be longer than three hundred and thirty (330) feet and shall meet the standards in the Engineering Manual. Where a cul-de-sac dead ends to parkland, open space, trails, school sites or other similar features, a dedicated, public pedestrian access way of no less than twenty (20) feet wide shall connect the end of the cul-de-sac to the adjacent feature.

Temporary turnarounds shall be used at the end of a street that is more than three hundred and thirty (330) feet in length and will be extended in the future. Note for temporary turnaround: "Cross-hatched area is temporary easement for turnaround until street is extended (direction) in a recorded plat."

### 3.8.1.11 STREET BUFFERS.

A one (1) foot reserve shall be dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts. When the adjacent property is subdivided in a recorded plat, the one (1) foot reserve shall become vested in the public for street right-of-way purposes (and the fee title thereto shall revert to and re-vest in the dedicator, their heirs, assigns, or successors).

### 3.8.1.12 STREET LIGHTING.

The developer is responsible for furnishing and erecting street lighting as required by the Outdoor Lighting Requirements in the Engineering Manual included as Appendix A.

### 3.8.1.13 EMERGENCY ACCESS AND FIRE LANES

Emergency Access Provisions:

(1) The Development Services Director and the Fire Marshal will review all proposed developments for safe and appropriate fire and other emergency access items.

(2) Fire access shall meet the standards of the International Fire Code (IFC) as adopted by the City.

### 3.8.1.14 STREET TYPES.

The following street types were developed using the Envision Taylor Comprehensive Plan street sections. Street types for new neighborhoods are to be determined during the Neighborhood Plan process.

**(1) RURAL STREET.**

A rural street has open swales and drains by percolation. The street has wide shoulder or bicycle trails, and no on-street parking. The landscaping consists of the natural condition or multiple species arranged in naturalistic clusters.

**(2) SIDE STREET (NO ON-STREET PARKING)**

A side street is intended to be less formal in nature than the other street types. It is used to facilitate the connection between key streets and shall provide the ability for less stringent street requirements. Side streets contain no on-street parking lanes. Side streets are appropriate in low or high-density areas when serving as a secondary point of access.

**(3) YIELD STREET.**

A neighborhood yield street is a low-capacity and low-speed street. The street width is limited in order to encourage slower traffic. On-street parking is permitted on both sides but is not continuous or designated by striping. Bicyclists can travel in the street with vehicular traffic due to the low speeds. Sidewalks are separated from the street by a continuous tree zone.

**(4) NEIGHBORHOOD STREET.**

A neighborhood street is a low-capacity and low-speed street that provides more space for

continuously parked vehicles. Bicyclists can travel in the street with vehicular traffic due to low speeds and sidewalks are separated from the street by a continuous tree zone. These streets are appropriate where there are higher-density building types adjacent to the street or in commercial and mixed-use areas.

**(5) NEIGHBORHOOD AVENUE.**

A neighborhood avenue is a street with moderate vehicular capacity and low speeds. Neighborhood avenues are typically used as cross-town streets and are used to travel between different centers throughout the city. Neighborhood avenues should accommodate all modes of transportation including transit. Neighborhood avenues are appropriate for areas with high-density housing adjacent to the street or in areas of more intense mixed-use and commercial land uses. Vehicular access to the lots is from alleys and side streets.

**(6) 2-LANE COMMUNITY BOULEVARD.**

A two-lane community boulevard is a long distance street that is designed for the most intense mixed-use and commercial areas with moderate to high traffic volumes. Turning movements should be limited on community boulevards when possible and vehicular access to private lots shall be from secondary streets or alleys. Bicyclists and pedestrians are typically separated from vehicular traffic and transit should be prioritized along community boulevards.

**(7) 4-LANE COMMUNITY BOULEVARD.**

A four lane community boulevard is a long distance street that is designed for the most intense mixed-use and commercial areas with high traffic volumes. Turning movements should be limited on community boulevards when possible, and vehicular access to private lots should be from secondary street or alleys. Bicyclists and pedestrians are typically separated from vehicular traffic and transit should be prioritized along community boulevards.

## 3.8.1.15 PATHS AND TRAILS.

**(1) PATH**

A path is a non-vehicular right-of-way type that provides pedestrian access to lots. Paths are typically located within civic spaces but may also be located mid-block as a non-vehicular connection between streets. Paths are permitted in all Place Types and may be considered blocck breeaks for the purpose of complyinng with maximum block length standards. Paths may be considered legal frontage for the purpoose oof lot configuration.

The minimum right-of-way width for a path is ten (10) feet and the minimum travel surface is six (6) feet.

**(2) TRAIL**

A trail is a shared-use right-of-way for pedestrians and bicycles located within civic space and open space or in locations designated on the Transportation Plan. The minimum right-of-way width for a trail is twenty (20) feet and the minimum travel surface width is ten (10) feet.

Integrating trails in a neighborhood can provide various benefits, such as promoting physical activity, enhancing community connectivity, and improving property values.

The applicant is responsible to note the location of trails on the plat.

(1) During the Neighborhood Plan planning process, trails shall be integral to the overall design and be compliant with the Transportation Plan.

(2) First, identify potential trail locations in the neighborhood.

(3) Integrate trips plan in the Neighborhood Plan. Develop a plan for the trail that includes the route, trail width, materials, and any additional amenities like benches, trash cans, and signs.

(4) Check for compliance with the Parks Masterplan.

(5) The construction standards for building the path or trail are located in the Engineering Manual.

(6) Regular maintenance ensures paths and trails longevity and continued use. This can be done through volunteer efforts or contracted services.

## 3.8.1.16 ALLEYS.

### (1) RESIDENTIAL ALLEY.

The primary role of alleys, is to hide the more unsightly functions of our communities: the garages, garbage cans, overhead electric, transformers, electric meters, and telephone equipment. They also serve to provide narrower lots, as garages, are now acccessed from the rear, enhancing saftey as sidewalks, and pedestrians become seperated from the access requirements of vehicles, providing additional building access for firefighters, and providing access for accessory dwelling units.

### (2) COMMERCIAL ALLEY.

Commercial alleys, though often thought of as dirty or unsafe, can be designed to play an integral role in an urban street network and improve the pedestrian realm in and around commerccial areas. The design of commercial alleys should strive to balancce their necessary utilitarian features with their placemaking potential.

(a) Where access for vehicles is prohibited or minimal, commercial alleys may be constructed using low-impact pavement materials, such as pervious or modular paving.

(b) Bicycle traffic may use commercial alleys. Similar regulations to those of shared space should apply.

(c) Commercial alleys can be restricted for traffic during non-delivery hours for outdoor seating or other uses.

### (3) ALLEY CONSTRUCTION.

Alleys serve developments to distribute services and vehicles to the rear of the lots. Limiting the interruptions into the public realm adds to the cohesive walkable environment throughout the community. Alley developments are preferred; therefore, construction standards provided in the various cross-sections are flexible to encourage the inclusion of alleys.

(a) Alleys surface types will vary by Place Type zoning district. Detailed standards are located in the Engineering Manual.

(b) Alleys shall be designed by a registered engineer meeting the specifications of this LDC and other City of Taylor construction standards.

**(4) WIDTH.**

A minimum driving surface width of twelve (12) feet and a minimum right-of-way of sixteen (16) feet shall be required for all alleys.

## 3.8.1.17 SIDEWALKS.

The applicant is responsible for noting the location of sidewalks on the plat. The homebuilder shall be responsible for constructing sidewalks adjacent to individual house lots in all residential districts and the developer shall be responsible for the construction of all other sidewalks, including all required ADA-compliant designs. All sidewalks must comply with specifications provided in the Engineering Manual. The width, design, and location of sidewalks shall be in accordance with the appropriate street standards within this LDC and the Engineering Manual.

### 3.8.1.18 STREET, PATH, AND TRAIL STANDARDS.

**TABLE 3.8.1(B): STREET, PATH, AND TRAIL STANDARDS BY PLACE TYPE ZONING DISTRICT.**

| STREET STANDARDS | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **PUBLIC FRONTAGE** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| PUBLIC FRONTAGE SHALL BE DETERMINED BY STREET TYPE | | | | | | | | | | |
| **STREET TYPES** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| RURAL STREET | P | P | P | NP | NP | NP | NP | NP | P | NP |
| RESIDENTIAL ALLEY | NP | P | P | P | P | P | P | NP | NP | NP |
| COMMERCIAL ALLEY | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| YIELD STREET | P | P | P | P | P | P | NP | NP | P | NP |
| NEIGHBORHOOD STREET | P | P | P | P | P | P | P | P | P | P |
| NEIGHBORHOOD AVENUE | NP | NP | NP | P | P | P | P | P | NP | P |
| SIDE STREET | NP | NP | NP | NP | P | P | P | P | P | P |
| 2 LANE COMMUNITY BOULEVARD | NP | NP | NP | NP | P | P | P | P | NP | P |
| 4 LANE COMMUNITY BOULEVARD | NP | NP | NP | NP | NP | NP | P | P | NP | P |
| PATHS | P | P | P | P | P | P | P | P | P | P |
| TRAILS | P | P | P | P | P | P | P | P | P | P |
| P = PERMITTED NP = NOT PERMITTED TBD="TO BE DECIDED" DURING DEVELOPMENT PROCESS | | | | | | | | | | |

## 3.8.2 BLOCKS.

3.8.2.1 A block is an arrangement of lots, and in some cases alleys, bounded on all sides by streets (see Figure 3.8.2(A): Block Perimeter). A neighborhood consists of lots within blocks that are surrounded by streets. Blocks are flexible, allowing incremental change and a gradual increase in density over time.

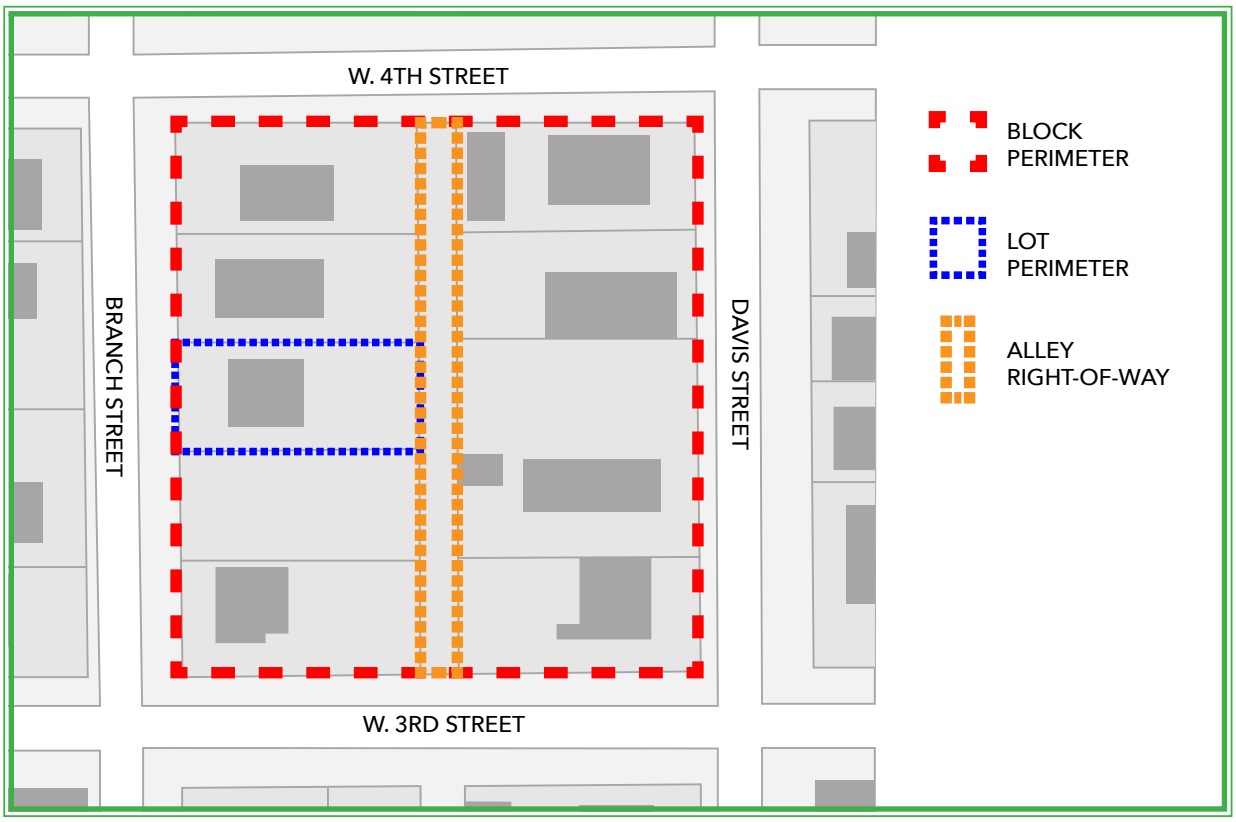
3.8.2.2 In Figures 3.8.2(B) - (F) there are different types of block configurations that can be requested to be used in Neighborhood Plans.

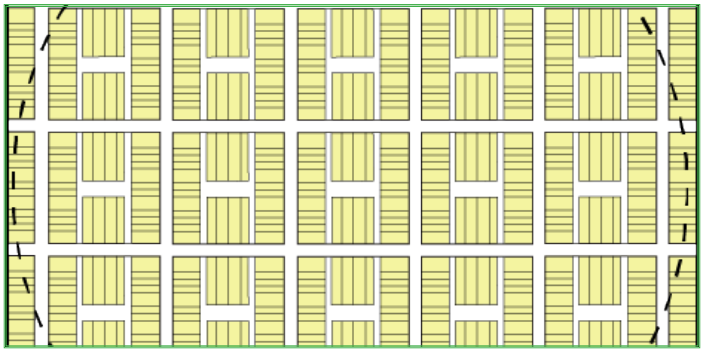
FIGURE 3.8.2(A): BLOCK PERIMETER.

FIGURE 3.8.2(B): SQUARE.

A tight, repetitive square street grid can be found in Downtown, Taylor. The grid pattern produces a consistent module of lot width and depth. The pattern is extremely conducive for walkability and efficient vehicle traffic dispersal.

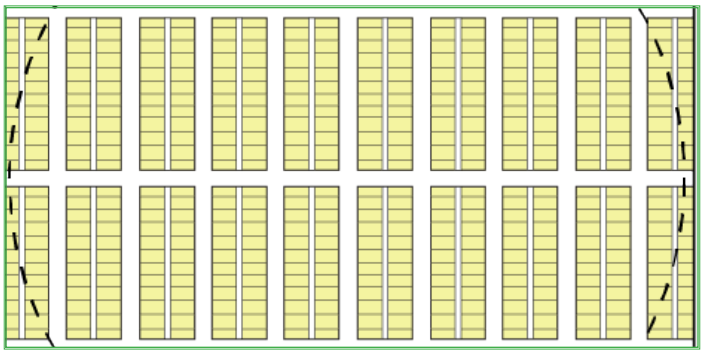
FIGURE 3.8.2(C): ELONGATED.





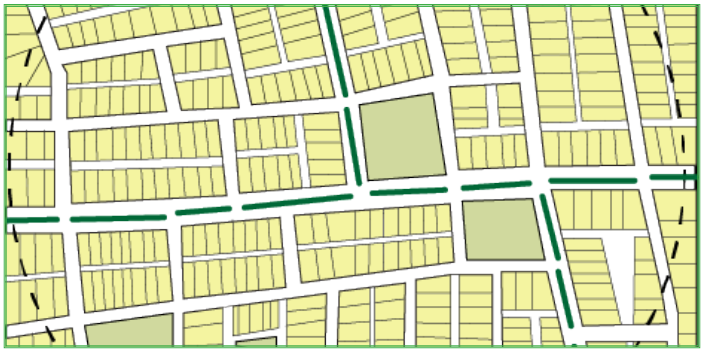
The elongated block pattern, found in downtown Taylor, provides equal exposure to both sides of the north-south streets. The blocks provide light to both the front and rear of the lot and limits exposure to western sun. Civic spaces allow for a variation in the repetitive grid pattern.

FIGURE 3.8.2(D): IRREGULAR.



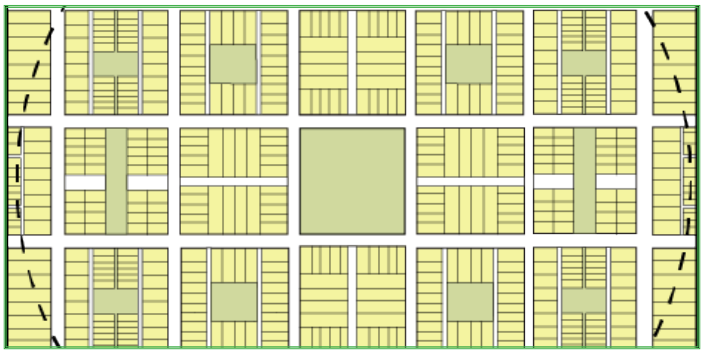
Irregular blocks were used in Medieval cities, like Paris, and in isolated examples in the US, like Boston. The blocks allow for the dispersal of traffic through the street network, flexibility with topography, and terminated vistas.

FIGURE 3.8.2(E): RADIAL GEOMETRIC.



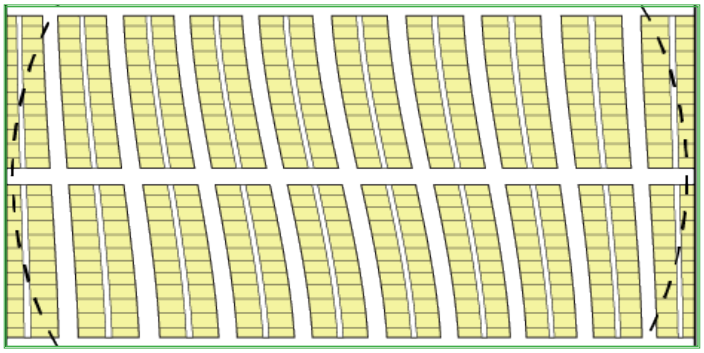
Produces terminated vistas that can be used for civic buildings. There is a clear hierarchy of streets with diagonals carrying the through traffic. It may be disorienting and difficult to navigate and remember. Similar to the organic block structure, the resulting block and lot shapes are diverse and challenging to resolve architecturally.

FIGURE 3.8.2(F): CURVILINEAR ORGANIC.



Consists of curved roads that create an abundance of deflected vistas. The pattern is responsive to topography, mediates environmental interruptions, and can disperse traffic through its network. The structure may be extremely difficult to navigate. In addition, lot sizes vary and consistency is hard to achieve.

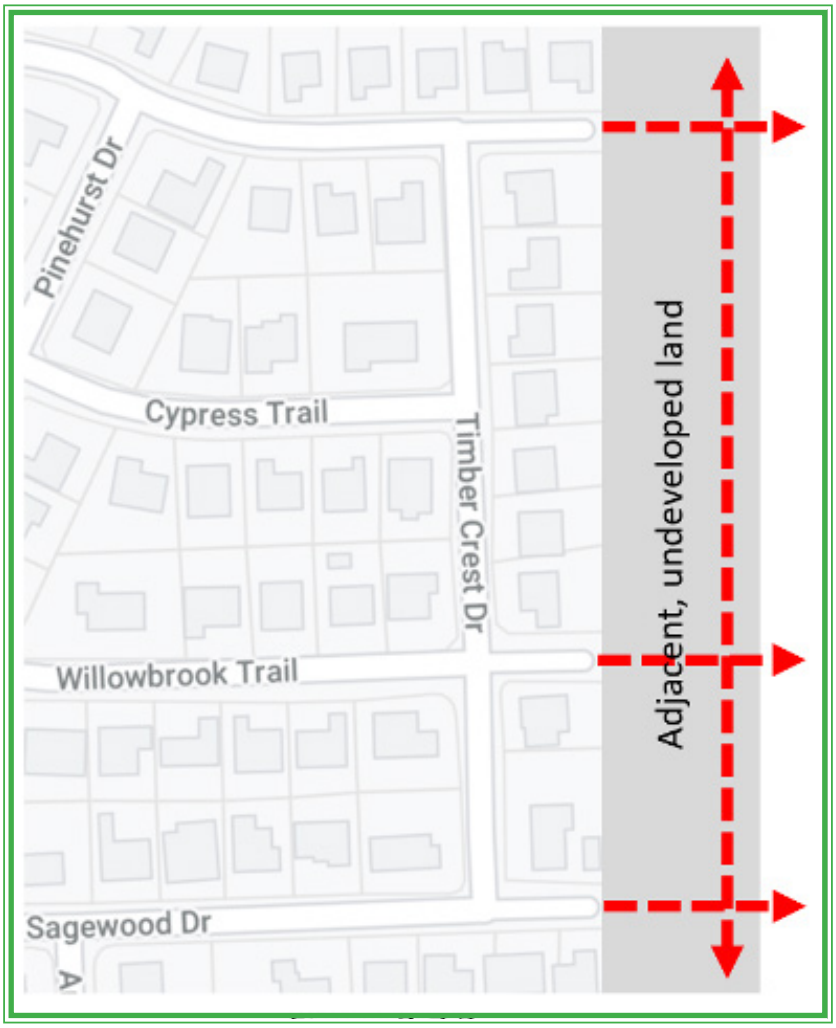
3.8.2.3 Exceptions to the requirement for a block to be bounded on all sides by streets may be approved by the Planning & Zoning Commission at the Preliminary Plat stage and may be considered when the provision of a street is not feasible due to natural or man-made features.



3.8.2.4 A applicant may propose to create a portion of a block along the boundary of the property being subdivided if the applicant can demonstrate that the remainder of the block can feasibly be completed

on the adjacent property and, that upon completion, the block will comply with the maximum dimensions of this LDC (see Figure 3.8.2(G) Block Adjacency.)

FIGURE 3.8.2(G): BLOCK ADJACENCY.




3.8.2.5 An exception to the requirement for new subdivisions to create complete blocks may be approved for minor plats of four (4) or fewer lots if the exception will not adversely impact the existing or future street network or the development of adjacent properties.

3.8.2.6 Blocks are to be numbered consecutively within the overall plat and/or sections of an overall plat as recorded. All lots are to be numbered consecutively within each block. Lot numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plat.

3.8.2.7 Block length is measured along the front of lots within a block face between intersecting streets. A cul-de-sac does not create a break in the block for the purposes of measuring block length.

FIGURE 3.8.2(H): BLOCK LENGTH.

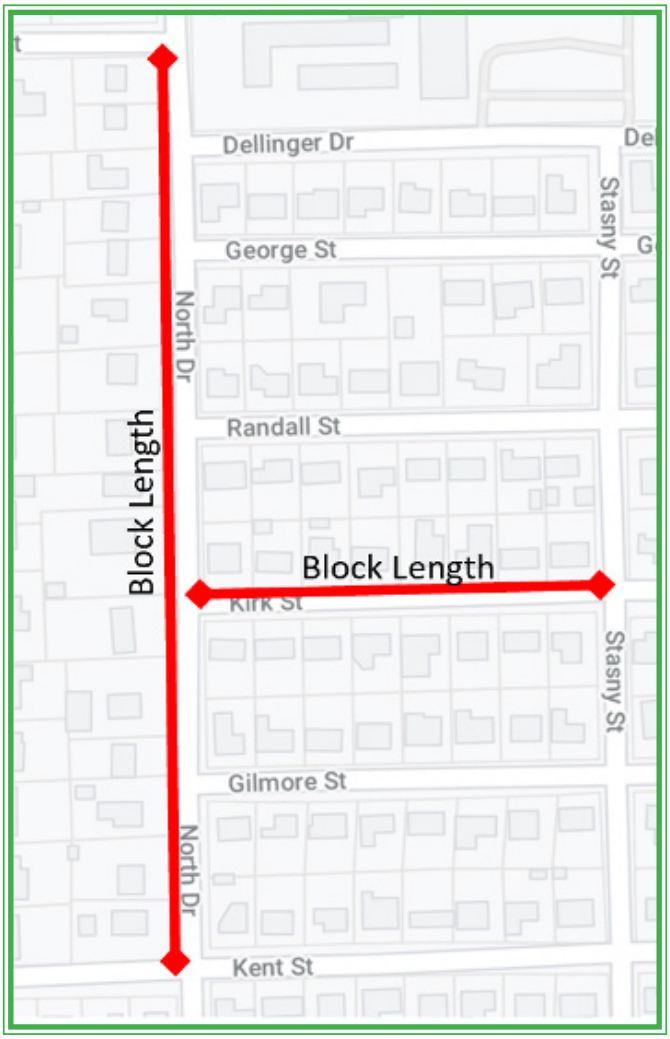
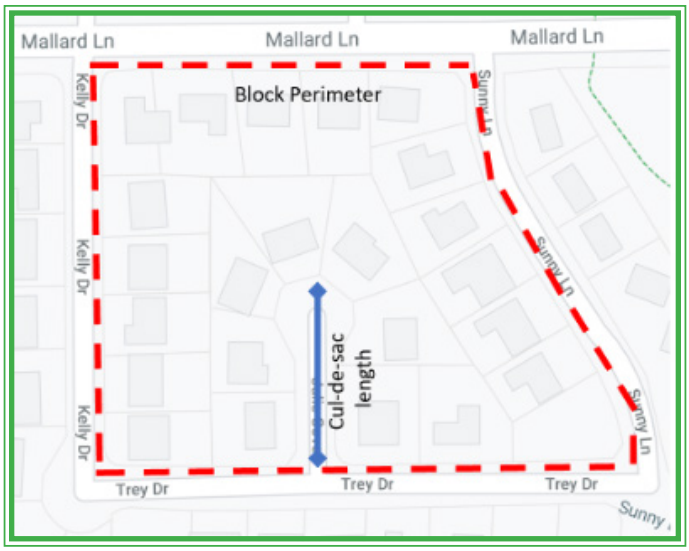



FIGURE 3.8.2 (I): CUL-DE-SAC BLOCK LENGTH.




3.8.2.8 The internal street network shall be structured to define blocks with the following maximum block lengths and block perimeters (not including exterior ROW dedication).

**TABLE 3.8.2(J). BLOCK LENGTH AND PERIMETER.**

| | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| BLOCK LENGTH | N/A | 720 FT | 720 FT | 720 FT | 330 FT | 330 FT | 330 FT | 330 FT | 720 FT | 720 FT |
| BLOCK PERIMETER | N/A | 2,880 FT | 2,880 FT | 2,880 FT | 1,320 FT | 1,320 FT | 1,320 FT | 1,320 FT | 2,880 FT | 2,880 FT |

3.8.2.9 Maximum block length: In the city limits the maximum block length shall follow the standards in Table 3.8.2(J). In the ETJ the maximum block length is three hundred and thirty (330) feet and the minimum block length is two hundred (200) feet, except upon approval of a Warrant by unless a longer block length is approved by warrant or variance.

3.8.2.10 Maximum block length for P2, P2C, P2.5, CS and EC: Seven hundred and twenty (720) feet with a reservation of block breaks of three hundred and thirty (330) feet, and the minimum block length is three hundred and thirty (330) feet, except upon approval of a warrant by the DRC.

3.8.2.11 Block faces within P3, P3M, P4, and P5, exceeding three hundred and thirty (330) feet shall be equipped with a twenty (20) foot, mid-block pedestrian path.

3.8.2.12 Blocks adjacent to undeveloped land, areas unsuitable for development, or pre-existing incomplete

blocks may be exempt from block face length and block perimeter requirements by warrant.

3.8.2.13 Blocks with more than one Place Type zoning designation shall use the most intense designation to inform the block face length and block perimeter.

3.8.2.14 Alternative block configurations, meeting the intent of this LDC, may be designed and submitted for approval through the Neighborhood Plan process.

### 3.8.2.15 TRANSITION SETBACKS.

Transition building lines having a minimum angle of forty five (45) degrees are to be provided where an offset in building lines is greater than five (5) feet.

## 3.8.3 LOTS.

3.8.3.1 The lot design of a neighborhood should provide for lots of adequate width and depth to provide open area and to eliminate overcrowding. Lots should be rectangular so far as practicable and should have the side lot lines at right angles to the streets on which the lot faces or radial to curved street lines.

3.8.3.2 All lots must front on a public street, path or trail right-of-way or a civic space as determined in the Neighborhood Plan.

3.8.3.3 Double frontage lots are prohibited.

3.8.3.4 Unless approved by the DRC by warrant, no lots shall take vehicular access from a Neighborhood Avenue. Unless approved by the Planning & Zoning Comission by variance, no lots shall take vehicular access from a 2 or 4 lane Commmunity Boulevard.

3.8.3.5 All lots shown must conform to the minimum requirements of the Place Type zoning district in which it is located.

3.8.3.6 An individual sewer tap and water tap, as required, shall be installed for each lot.

3.8.3.7 Lots shall not be consolidated if the resulting consolidation yields less housing units or development intensity than the pre-consolidation configuration would permit.

3.8.3.8 Lots shall be sized to provide the least amount of frontage necessary to accommodate the building type proposed for the lot. This will ensure the most efficient use of public infrastructure to support private development.

## 3.8.4 UTILITIES.

### 3.8.4.1 WATER AND WASTEWATER.

The applicant is responsible for extending utilities to and through the development site and shall make the necessary arrangements therefore with the applicable private utility companies and the City. The City may participate in the oversizing of utilities if desired to serve further development.

(1) Utilities Furnished or Supplied by City.

(a) Sewer. Sanitary sewers shall be installed to serve each lot. All sewer systems shall be extended across lots to the adjacent property lines.

(b) Water. Water lines shall be installed to serve each subdivided or platted lots within the corporate limits of the City and within the extraterritorial jurisdiction. All water systems shall be extended across lots to the adjacent property lines.

(c) All public improvements shall be the responsibility of the developer. Upon approval and acceptance of the water and sewer utilities by the City, the systems become the property of the City.

(2) Private Utilities.

Within new subdivisions, all private utilities, except for distribution mains, shall be placed underground by the developer. There shall be no overhead power lines for street lights. Gas meters shall be placed underground in an appropriate box located in the parkway as approved by the City, or placed adjacent to the residential structure. If adjacent to the residential structure, the backside of the meter and pressure reducing valve shall be at least one (1) foot from the finished edge of the residence, but not more than two (2) feet.

(3) Fire Flow Requirement.

No building permit shall be issued by the City for construction, if that proposed construction does not meet the fire flow requirements. Minimum acceptable flow for fire protection is five hundred (500) gallons per minute (gpm) for a duration of not less than two (2) hours. This flow must be met with the water supply system remaining at or above a pressure of twenty (20) pounds per square inch (psi). All water mains must be a minimum of eight inches (8") diameter. Water mains shall be Polyvinyl Chloride Pipe (PVC) and shall be designed, manufactured, and tested in accordance with the applicable requirements of AWWA C-900 and AWWA M-23. Eight inch (8") through twelve inch (12") pipe shall be pressure class 150, DR18. Pressure class requirements for larger diameter pipes shall be subject to the approval of the City Engineer. These requirements apply to all new development. Any variation in these requirements is subject to the approval of the City Engineer.

### 3.8.4.2 DRAINAGE.

Adequate drainage shall be provided within the limits of the subdivision. The protection of adjoining property will be considered in the review of plans submitted. The applicant shall be

responsible for constructing all drainage improvements.

(1) Design.

Design of all drainage facilities, including but not limited to streets, inlets, storm sewers, outfalls, culverts, ditches and channels shall conform to normally accepted engineering standards as determined by the City Engineer. Under no circumstances will drainage be allowed to result in a negative effect upstream or downstream.

(2) Maintenance agreement required for drainage facilities.

If the City requires that the developer (or landowner, PID, HOA, or other entity or person specifically approved by the City) shall be responsible for the maintenance of the drainage facilities, a maintenance agreement, as both are hereinafter defined, will be written and approved by the City that shall include terms and provisions deemed necessary by the City to provide maintenance of the drainage facilities.

(3) Maintenance agreement noted on final plat.

If a developer requests, and the City approves, that a Public Improvement District (PID), Home Owners Association (HOA), or other entity be responsible for the maintenance of the drainage facilities, the maintenance agreement shall be included as part of the platting process and must be approved by the City prior to final plat approval. The plat shall include the information that a maintenance agreement is required for the drainage facility in the development and any term and provisions of the maintenance agreement the City deems necessary shall be noted on the final plat, which may include all terms of the maintenance agreement.

(4) Maintenance agreement if preliminary plat not required.

The maintenance agreement must be negotiated during the preliminary platting process, or earlier in the planning process if required by the City, when a preliminary plat is not required.

(5) City maintenance of drainage facilities.

If the City determines it will maintain the drainage facilities, it shall be noted on the final plat. The real and personal property included as the drainage facility shall be deeded and conveyed to the City as part of the platting process using instruments deemed reasonable and necessary to the City prior to final plat approval. The deed or other conveyance documents to the City must be free and clear of all liens, debts or other encumbrances, and the City may require evidence and title assurances of that requirement, including without limitation an owner's title insurance policy.

(6) Role of the Home Owners Association (HOA), Public Improvement District (PID), or special financing district.

Ongoing role of the HOA/PID: The Development Services Department shall be the City liaison to a HOA and/or PID maintaining drainage facilities. Requirements concerning the HOA or PID operation to assure continued operation of drainage facilities shall be required by the City, including without limitation, financial reports filed with the City at least annually, a limitation against dissolution without City consent, and an assessment deemed adequate by the City to operate the maintenance facilities, allowing the City to collect dues directly and to

assess liens against the subdivision for maintenance of the drainage facilities.

(7) City council approval of land restrictions.

All deed restrictions, covenants running with the land, and easements needed to operate the drainage facility must be approved by the City, filed of record, and contain provisions necessary to operate the drainage facilities and preventing amendment or dissolution without prior written consent from the City in the books and records of the entity.

## 3.8.5 CIVIC SPACES.

### 3.8.5.1 INTENT.

Civic Spaces are public or semi-public places that provide opportunities to gather and celebrate together. They are places for people to exercise, relax or recreate. Civic Space functions as parkland for new neighborhoods. Dedication of Civic Space shall be required per the standards of the LDC for all Neighborhood Plans. (1) CS requirements will be provided for each Neighborhood Plan as Civic Space (CS). Developments where Civic Space is provided less than 600 ft away may be exempted from this requirement as determined during the Neighborhood Plan process.

(1) Civic Space requirements will be provided for each Neighborhood Plan as Civic Space (CS). Developments where Civic Space is provided less than six hundred (600) feet away may be exempted from this requirement as determined during the Neighborhood Plan process.

(2) The DRC will review surrounding existing and/or entitled developments to determine if civic space dedication is necessary to fulfill the intent of a Pedestrian Shed.

(a) Civic space sites are permanently dedicated to public activities.

(b) Parking for civic spaces shall be approved by the DRC. Civic parking lots may remain unpaved if graded, compacted, and landscaped.

(c) Civic Space shall conform with specifications on 4.2.3.10 Civic Space Table.

(d) Where the DRC determines it to be feasible, land along floodplains, tributaries, and creeks, or where identified in the Neighborhood Plan shall be dedicated as Civic Space.

### 3.8.5.2 CRITERIA.

(1) Each Pedestrian Shed (see 3.7.17 Pedestrian Shed) shall have an assignment of at least ten percent (10%) of its land area dedicated to civic space.

(2) Civic spaces shall be designed as generally described in 4.2.3.10 Place Type CS: Civic Space Table, and distributed throughout the Place Types and is subject to approval by DRC.

(3) Those portions of P1 that occur within a development shall be part of the civic space allocation and should conform to the civic space standards.

(a) The Neighborhood Plan shall designate at least one Main Civic Space per pedestrian

shed. The Main Civic Space shall be within six hundred and sixty (660) feet of the geographic center of each Pedestrian Shed, unless topographic conditions, pre-existing street alignments or other circumstances prevent such location, and shall be developed as a Green, Square, Park, and/or Plaza.

(b) Within one thousand three hundred and twenty (1,320) feet of every lot in residential use, a civic space designed and equipped with amenities shall be provided.

(4) Storm and drainage facilities, if equipped to provide civic space, may be counted toward the ten percent (10%) Civic Space Place Type allocation requirement by warrant.

(5) The Neighborhood Plan shall designate Civic Space (CS) Place Types dedicated for public use within six hundred and sixty (660) feet of every lot with a residential use. The civic space must be active with a playground, fountains, benches, tables, and/or other public furniture to spur the gathering of people.

### 3.8.5.3 CIVIC SPACES INCLUDING PLAYGROUNDS.

Properties within the city limits shall refer to Chapter 4 Place Type Zoning Districts in this LDC for criteria and standards. For a residential subdivision in the ETJ going through a Neighborhood Plan process, the applicant is required to dedicate five percent (5%) of the total area of the subdivision that is not in the floodplain for park purposes or pay an escrow, with terms established by the City, in lieu of the parkland dedication. All dedication of land is subject to the approval of the City.

(1) Park and playground sites shall be reserved as indicated on the Future Land Use Plan. Size shall be in accordance with the City's Comprehensive Plan for the park system.

(2) Parkland improvements are critical to ensure the use of the civic spaces are inviting to the public. A parkland or civic space improvements shall be provided to the DRC. Parkland improvements may include items such as trails, playgrounds, benches, lighting, fountains, or other civic space activities appropriate for the neighborhood.

(a) Proposed parkland or civic space improvements shall be provided to the DRC with the submittal of a Neighborhood Plan.

### 3.8.5.4 SCHOOL SITES.

Neighborhood schools are part of Taylor's neighborhoods. Schools are discouraged from being disconnected and isolated from the neighborhoods. Location and size of school sites to be in accordance with the requirements of the school district and approved by the City of Taylor. All other conditions of this LDC shall also apply.

### 3.8.5.5 CIVIC BUILDINGS

(1) The owner shall covenant to construct a Meeting Hall or a Third Place in proximity to the Main Civic Space of each Pedestrian Shed. Its corresponding Public Frontage shall be equipped with a shelter and bench for a transit stop.

(2) One Civic Building Lot shall be reserved for an elementary school. Its area shall be one (1) acre for each increment of one hundred (100) dwelling units provided by the Neighborhood Plan, with a minimum of three (3) acres for the school. The school site may be within any Place Type other than P1 or EC.

(3) One Civic Building Lot suitable for a childcare building shall be reserved within each Pedestrian Shed. The owner or an HOA or other community group may organize, fund and construct an appropriate building as the need arises.

(4) Civic Building Sites shall not occupy more than twenty percent (20%) of the area of each Pedestrian Shed.

(5) Civic Building Sites should be located within or adjacent to a Civic Space, or at the axial termination of a significant thoroughfare.

(6) Civic Buildings may be permitted within Employment Center (EC) Place Types by Warrant.

## 3.8.6 EASEMENTS.

The applicant platting property shall dedicate easements as follows:

(1) All easements created prior to the subdividing of any tract of land must be shown on the preliminary plat. The applicant shall plat lots and dedicate easements for utilities and drainage ways in the following manner:

Easements for utilities, drainage ways, or transmission lines shall be retained on the front, side, and/or rear lot lines as required by the City and utility companies. Easements across parts of a lot other than as described above shall be required as deemed necessary and most appropriate by the City. The Development Services Director shall require access for ease of maintenance of all easements.

(2) Off-site easements:

Easements in areas adjoining a proposed development necessary to provide adequate drainage thereof or to serve such development with utilities shall be obtained by the applicant prior to final plat approval.

(3) Privately-owned easements:

See Engineering Manual for standards for privately owned easements.

## 3.8.7 ACCEPTANCE OF PUBLIC IMPROVEMENTS

Prior to final acceptance by the City Council of maintenance and operation of the completed improvements in an approved set of Subdivision Improvement Plans, the subdivider shall file with the City following:

(1) A two (2) year, ten percent (10%) maintenance bond of the contract price of the public improvements executed by a corporate surety licensed to do business in the State of Texas, conditioned that the improvements are free from defects in materials and workmanship.

(2) One (1) electronic copy of as built record drawings for each project, which further contain or have attached certification from a professional engineer that all improvements comply with this LDC.

(3) An affidavit from the subdivider stating that, to the best of their information and belief, the contractor has complied with the regulations contained in this LDC.

(4) A waiver of liens from all contractors and subcontractors for the subdivision infrastructure.

(5) A sealed letter of concurrence from the design engineer stating that all subdivision improvements were constructed in accordance with the approved engineered plans.

(6) Exemption: No maintenance or performance bond is required when the cost of the public improvements are expected to be less than five thousand ($5,000) dollars.

## 3.8.8 BUILDING PERMITS AND FEES

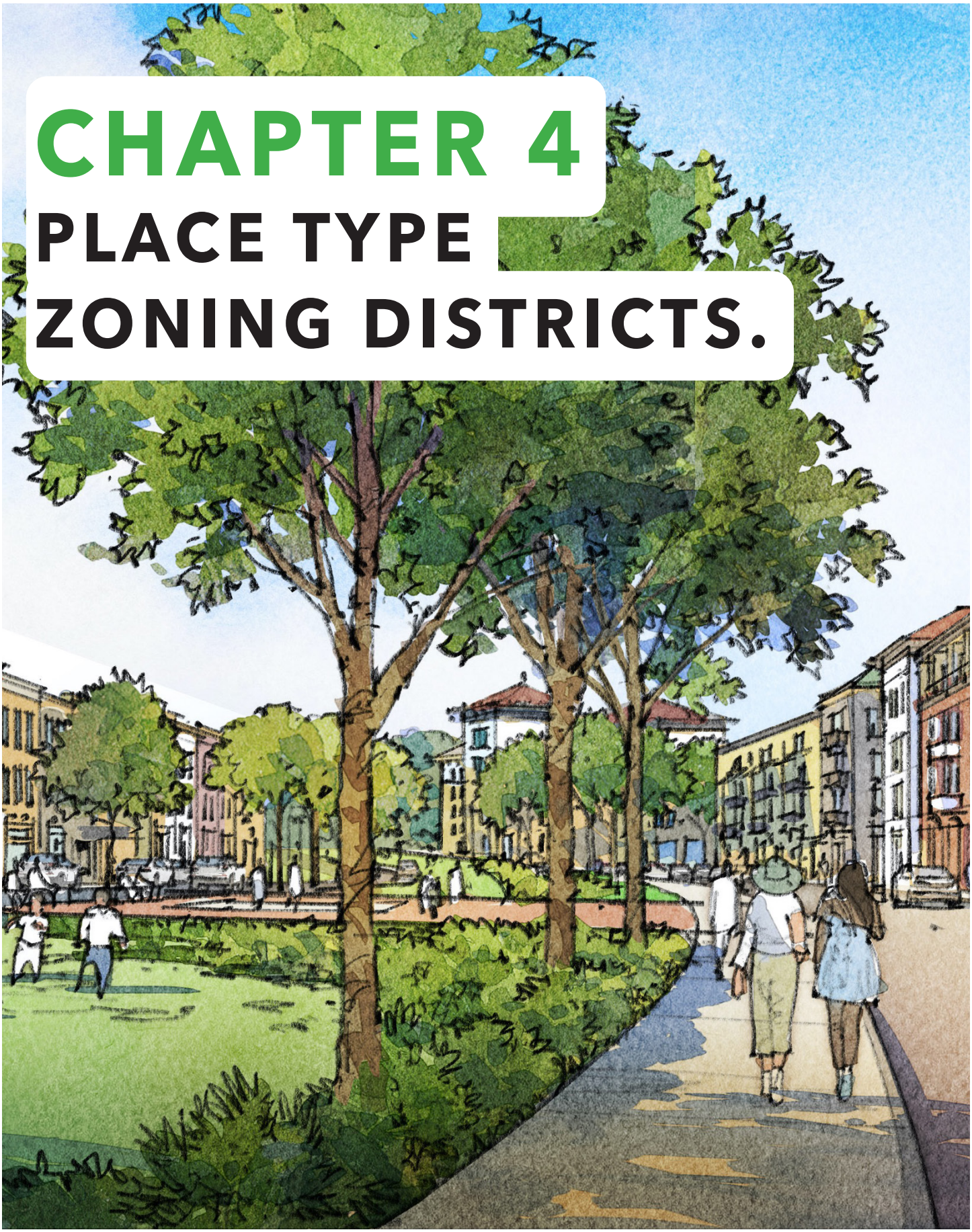
Plans submitted for building permits shall not be approved and no permits shall be issued until the public improvements are accepted by the City, all appropriate fees are paid, and the plat is filed for record with the Williamson County Clerk's Office except as otherwise provided below:

(1) A plat is not required for any modification to an existing structure if said modification is within the existing footprint of said structure.

(2) A plat is not required for expansion to existing structures or site modifications, unless said expansion or site modification triggers a traffic impact analysis, requires the extension of public utilities or roadways, or encroaches upon the one hundred (100) year floodplain as set forth by this LDC.

(3) A plat is not required for approval of a sign permit.

(4) A building permit may be issued prior to acceptance of the public improvements if the project is designated by the city manager under an expedited permitting process.



# CHAPTER 4
# PLACE TYPE ZONING DISTRICTS.

# 4.1 ZONING CLASSIFICATION

## 4.1.1 PLACE TYPE ZONING MAP PLACEMENT.

The boundaries of Place Type zoning districts set out herein are delineated upon a Place Type Zoning Map of the City, adopted as part of this LDC as fully as if the same were set forth herein in detail.

The Place Type designation on the Taylor Place Type zoning map for undeveloped properties or properties proposing redevelopment determines the maximum allowed intensity of a development and does not entitle the entire property to be allocated with that Place Type. The final allocation of Place Types shall be determined through the adoption of a Neighborhood or Employment Center Plan.

## 4.1.2 ZONING MAP DESIGNATIONS.

The boundary lines shown on the Place Type Zoning Map are usually along streets, alleys, property lines, or extensions thereof. Where uncertainty exists as to the boundaries of Place Types as shown on the official Place Type Zoning Map:

(1) Boundaries indicated as approximately following the centerline of streets, highways, or alleys shall be construed to follow such centerline.

(2) Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.

(3) Boundaries indicated as approximately following city limits shall be construed as following the city limits.

(4) Boundaries indicated as approximately following the centerline of all creeks, streams, or drainage ways shall be construed to follow such centerline and, in the event of a change in the centerline, shall be construed to move with such centerline.

(5) Boundaries indicated as parallel to or extensions of features indicated in 1-4 above shall be so construed. Distances not specifically indicated on the official zoning maps shall be determined by the scale of the map.

(6) Whenever any street, alley, or other public way is vacated by official action of the City Council or whenever such area is franchised for building purposes, the Place Type Zoning line adjoining each side of such street, alley, or other public way shall be automatically extended to the centerline of such vacated street, alley, or way and all areas so involved shall then and henceforth be subject to all standards of the extended Place Type zoning districts.

(7) The Place Type zoning classification applied to a tract of land adjacent to a street shall extend to the centerline of the street unless, as a condition of zoning approval, it is stated that the Place Type zoning classification shall not apply to the street.

(8) Where physical features on the ground are at variance with information shown on the official Place Type Zoning Map or when there arises a question as to how or whether a parcel of property is zoned and such question cannot be resolved by the application of this list 1-8, the property shall be considered as classified P2 Rural, in the same manner as provided for newly annexed territory.

### 4.1.3 PLACE TYPE ZONING MAP.

Ten (10) distinct Place Types presented themselves in Taylor. The Place Type map is shown below. The zoning standards reflect the Place Type and were inspired by the DNA of the Taylor community.

## 4.2 PLACE TYPE ZONING DISTRICTS.

### 4.2.1 GENERAL

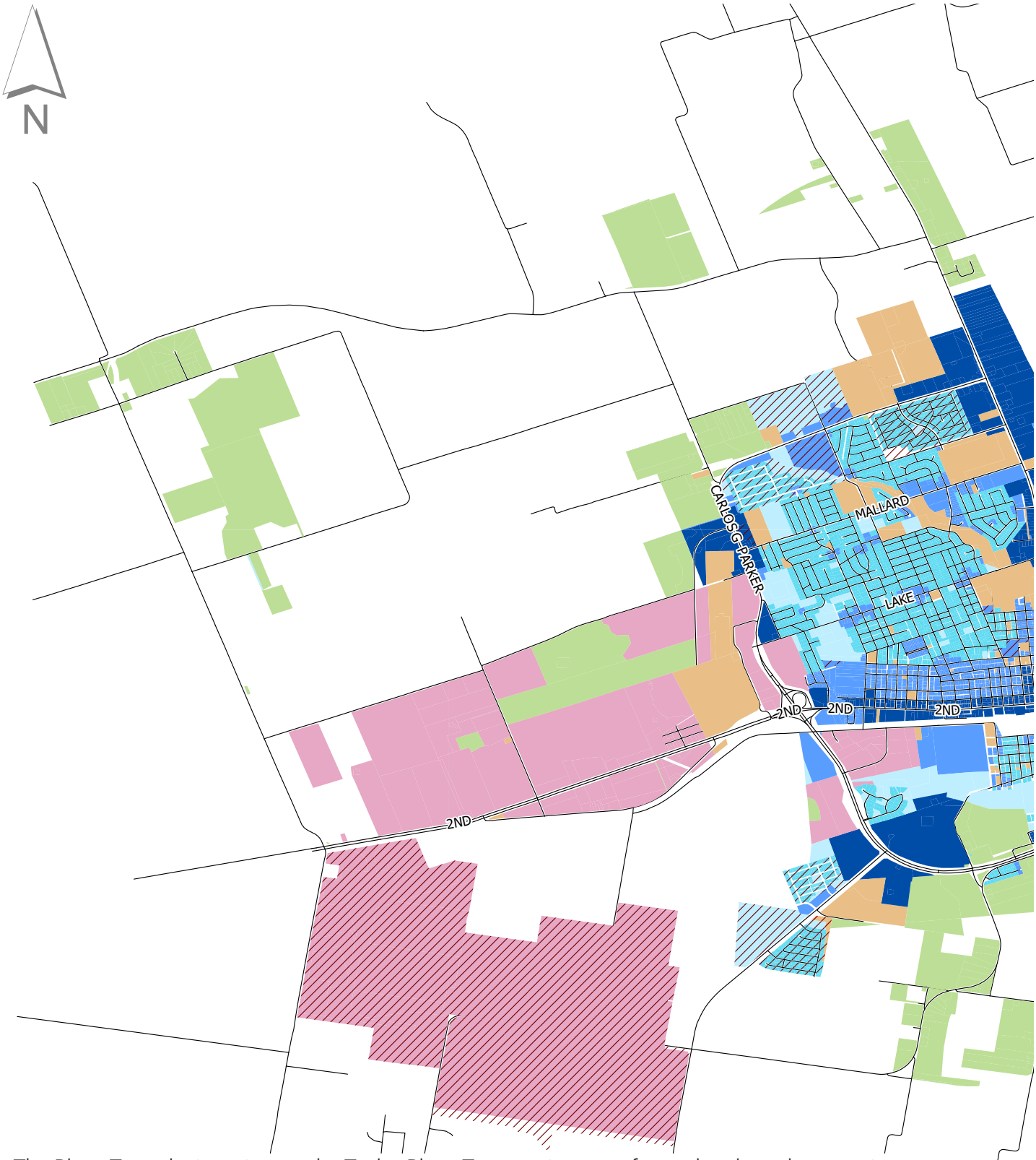
The establishment of Place Types in the City of Taylor, Texas, are intended to promote compatible patterns of land and site development consistent with the City's adopted Comprehensive Plan.

### 4.2.2 DESCRIPTION.

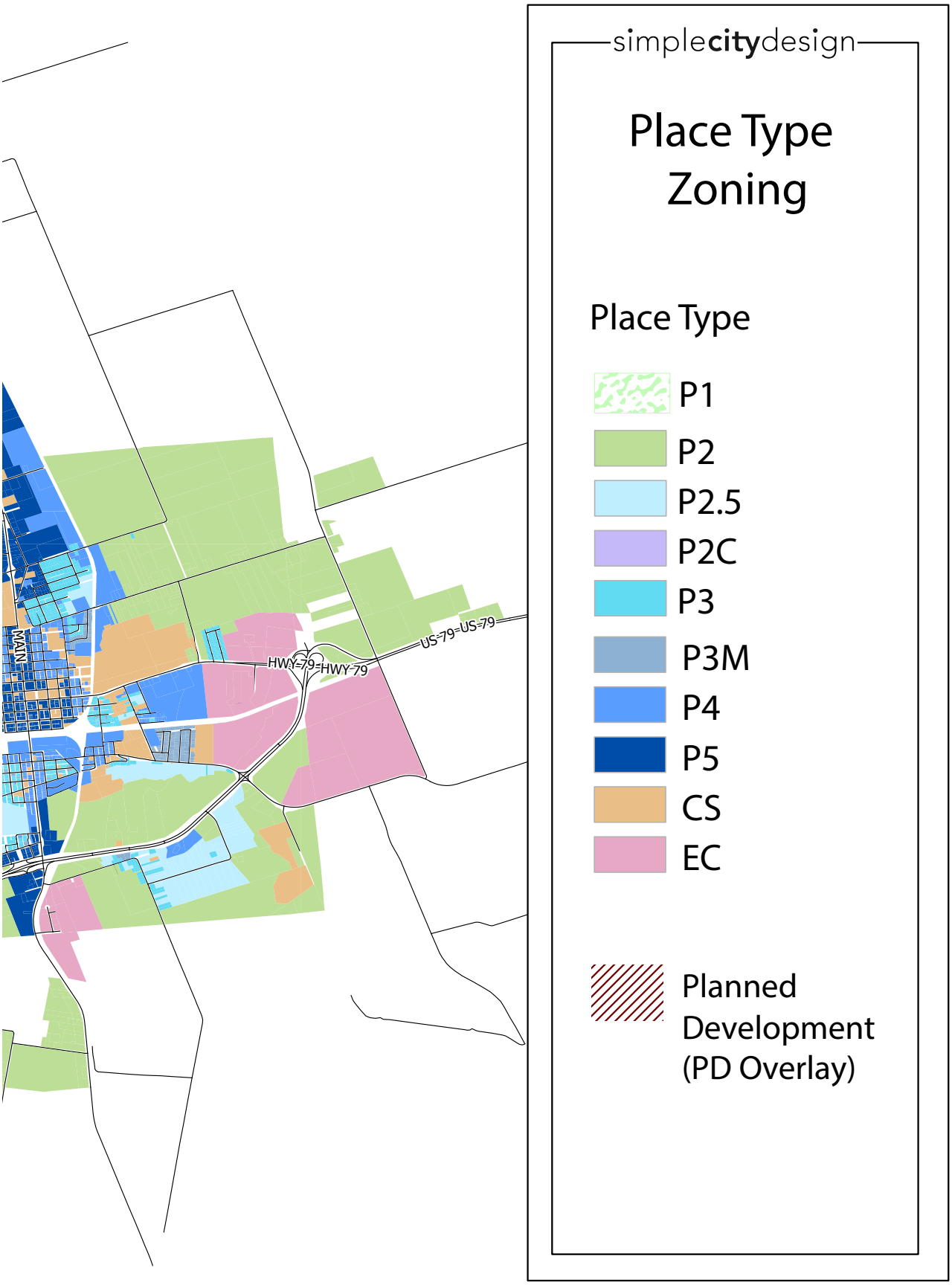
Place Types are the transition of places from natural to urban through the use of specific standards. Place Types replace conventional zoning districts with identifiable characteristics that represent the arrangements of places. They are intended to promote compatible patterns of land use and site development consistent with the City's adopted Comprehensive Plan. The DNA of the Taylor community inspired the Place Types zoning district standards.

### 4.2.3 ESTABLISHMENT OF DISTRICTS.

Pursuant to Section 211.005 of the Texas Local Government Code, the City of Taylor is hereby divided into ten (10) Place Types Zoning Districts. The Place Types zoning districts follow identifiable transitions in land development, establishing a hierarchy of places from the most natural to the most urban using specific localized standards. The areas are primarily classified by development intensity and building types, the relationship between nature and the built environment, and the mix of uses. All land within the city limits shall be classified into one of the following ten (10) Place Types:




The Place Type designation on the Taylor Place Type zoning map for undeveloped properties or properties proposing redevelopment determines the maximum allowed intensity of a development and does not entitle the entire property to be allocated with that Place Type. The final allocation of Place Types shall be determined through the adoption of a Neighborhood or Employment Center Plan.


simplecitydesign
Place Type Zoning
Place Type
P1
P2
P2.5
P2C
P3
P3M
P4
P5
CS
EC
Planned Development (PD Overlay)
MAIN
HWY-79
US-79



### 4.2.3.1 P1: NATURE

The P1 Nature Place Type are lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. P1 is intended to preserve areas that contain sensitive habitats, active or passive open spaces, parks and limited agriculture uses. Nature includes floodplains, creeks tributaries and other waterways.



### 4.2.3.2 P2: RURAL

The P2 Rural Place Type regulates mainly large, sparsely settled land used for agricultural purposes and food production. This Place Type helps preserve Taylor's natural beauty and agricultural history. Rural living and sparsely settled lands are to be located in a manner that does not cause a nuisance to more intensely inhabited areas. The Rural Place Type is a holding zone for newly annexed areas and new neighborhoods that have not yet had Place Type allocation.



### 4.2.3.3 P2C: RURAL COMMERCIAL

The P2C Rural Commercial Place Type is applied to properties that include a standalone building on an individual lot. They have large setbacks and are typically surrounded by parking lots with rear service lanes. It may contain outdoor displays, lay-down yards or similar rural characteristics. Sites are generally located along rural roads.



### 4.2.3.4 P2.5: LARGE LOT

The P2.5 Large Lot Place Type includes properties that are one (1) acre or greater. Generally, the lots contain one (1) or more structures with large setbacks from the street. Properties may be entirely fenced but can be seen from the street edge. Generally, the properties are residential in nature.



### 4.2.3.5 P3: NEIGHBORHOOD

The P3 Neighborhood Place Type generally includes low-density residential areas. P3 is adjacent to higher density Place Types that have some mixed-use buildings. Setbacks vary from relatively deep to shallow. The roads and blocks may be irregular to accommodate natural conditions.



### 4.2.3.6 P3M: MANUFACTURED HOUSING

The P3M Manufactured Housing Place Type consists of lots that currently have a manufactured building as the primary structure. Generally, P3M includes low-density residential areas. P3M is adjacent to higher density Place Types that have some mixed-use buildings. Planting is naturalistic, and setbacks vary from relatively deep to shallow. The roads and blocks may be irregular to accommodate natural conditions.



### 4.2.3.7 P4: MIX

The P4 Mix Place Type functions as a smooth transition from commercial-oriented P5 Urban Center Place Type outward to the established residential P3 Neighborhood Place Type. P4 Mix regulates a variety of building types ranging from smaller commercial buildings to intermixed house-form commercial and attached and detached residential. It provides flexibility for this area to easily transition between low-intensity commercial and residential building types, allowing for the neighboring P5 Urban Center zoning to expand and contract over time, increasing Taylor's economic resiliency.



### 4.2.3.8 P5: URBAN CENTER

The P5 Urban Center Place Type regulates a higher intensity mixture of building types that accommodate commercial, retail, offices, hotels, and residential. Buildings are set close to the sidewalk with high pedestrian and vehicle traffic. P5 promotes a continuous line of buildings and wide sidewalks critical to defining the public frontage.



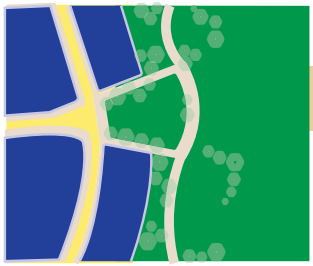
### 4.2.3.9 EC: EMPLOYMENT CENTER

The EC Employment Center Place Type function, disposition, or configuration cannot, or should not conform to one or more of the Place Types. EC shall be used for job creation centers and building forms that do not fit within the character of the other Place Types. At time of application for an Employment Center Plan, development standards will be determined to fit the needs of the proposed use.



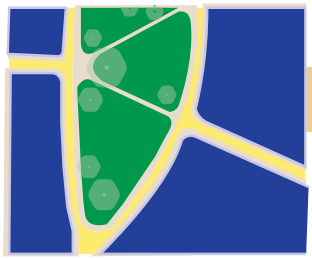
### 4.2.3.10 CS: CIVIC SPACE TABLE

Civic Spaces and/or Civic Buildings serve as community features appropriate to their Place Types. Civic Spaces provide relief from the urban environment inside each neighborhood. See Civic Space Types below:



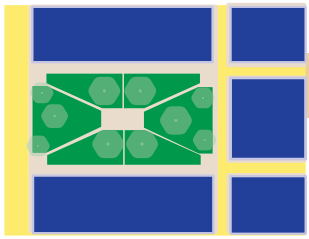
## (1) PARK

A park is a natural preserve available for unstructured recreation. It is standalone from building frontages. Its landscape shall consist of paths and trails, meadows, water bodies, woodlands and open shelters, all naturalistically disposed. Parks may be linear, following the trajectories of natural corridors.



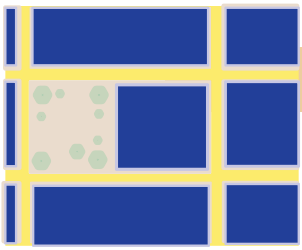
## (2) GREEN

A green is a civic space, available for structured recreation. A green may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees, naturalistically disposed.



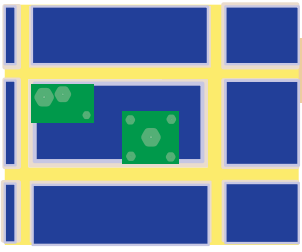
## (3) SQUARE

A square is a civic space available for unstructured recreation and civic purposes. A square is spatially defined by building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important streets.



## (4) PLAZA

A plaza is a civic space available for civic purposes and commercial activities. A plaza shall be spatially defined by building frontages. Its landscape should consist of pavement-related materials. Trees are optional. Plazas should be located at the intersection of important streets.



## (5) POCKET PARK

A pocket park is a civic space available for civic purposes, playgrounds, and commercial activities. A pocket park shall be spatially defined by building frontages, landscaping, or residential lots. Pocket parks may be located in neighborhood infill areas or in higher density commercial places. Pocket parks provide relief to busy environments.

## 4.3 PLACE TYPE ZONING DISTRICT DEVELOPMENT STANDARDS.

The following table contain the details necessary to develop using this LDC to create complete neighborhoods in a variety of forms and patterns.

| STANDARDS | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **BLOCKS** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| BLOCK LENGTH (MAXIMUM) | N/A | 720' | 720' | 720' | 330' | 330' | 330' | 330' | TBD | 720' |
| BLOCK PERIMETER (MAXIMUM) | N/A | 2,880' | 2,880' | 2,880' | 1,320' | 1,320' | 1,320' | 1,320' | 2,880' | 2,880' |

| **PUBLIC FRONTAGE** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| PUBLIC FRONTAGE SHALL BE DETERMINED BY STREET TYPE | | | | | | | | | | |

| **STREET TYPES** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| RURAL STREET | P | P | P | NP | NP | NP | NP | NP | P | NP |
| RESIDENTIAL ALLEY | NP | P | P | P | P | P | P | NP | NP | NP |
| COMMERCIAL ALLEY | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| YIELD STREET | P | P | P | P | P | P | NP | NP | P | NP |
| NEIGHBORHOOD STREET | P | P | P | P | P | P | P | P | P | P |
| NEIGHBORHOOD AVENUE | NP | NP | NP | P | P | P | P | P | NP | P |
| SIDE STREET | NP | NP | NP | NP | P | P | P | P | P | P |
| 2 LANE COMMUNITY BLVD. | NP | NP | NP | NP | P | P | P | P | NP | P |
| 4 LANE COMMUNITY BLVD. | NP | NP | NP | NP | NP | NP | P | P | NP | P |
| PATH | P | P | P | P | P | P | P | P | P | P |
| TRAIL | P | P | P | P | P | P | P | P | P | P |

| **LOTS** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| WIDTH (MINIMUM) | None | None | None | None | None | None | None | None | TBD | None |
| AREA (MINIMUM) | None | 2 acre | 1 acre | 1 acre | None | None | None | None | TBD | None |
| LOT COVERAGE (MAXIMUM) | N/A | 40% | 40% | 40% | 60% | 60% | 90% | 100% | TBD | TBD |
| BUILD-TO-LINE (RANGE) | N/A | 10'- 125' | 10'- 125' | 10'- 125' | 5'- 20' | 5'- 20' | 5'- 15' | 0'- 15' | TBD | TBD |
| FACADE BUILDOUT (MINIMUM)* | N/A | N/A | N/A | 40% | 50% | 50% | 60% | 80% | TBD | TBD |

*CARPORTS AND GARAGES SHALL NOT COUNT TOWARD THE FACADE BUILDOUT PERCENTAGE

| **BUILDING DISPOSITIONS** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| EDGEYARD | NP | P | P | P | P | P | P | NP | N/A | P |
| SIDEYARD | NP | NP | NP | NP | P | P | P | P | N/A | P |

**P** = PERMITTED **NP** = NOT PERMITTED **N/A** = NOT APPLICABLE **TBD** = "TO BE DECIDED" DURING NEIGHBORHOOD OR EMPLOYMENT CENTER PLAN PROCESS

| STANDARDS | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| COURTYARD | NP | NP | NP | NP | P | NP | P | P | N/A | P |
| REARYARD | NP | NP | NP | NP | NP | NP | P | P | N/A | P |

| RESIDENTIAL BUILDINGS | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| DETACHED DWELLING | NP | P | NP | P | P | NP | P | NP | NP | TBD |
| ATTACHED DWELLING | NP | NP | NP | NP | P | NP | P | NP | NP | TBD |
| COTTAGE COURT | NP | P | NP | P | P | NP | P | NP | NP | TBD |
| DUPLEX | NP | NP | NP | NP | P | NP | P | NP | NP | TBD |
| TRIPLEX | NP | NP | NP | NP | NP | NP | P | NP | NP | TBD |
| QUADRAPLEX | NP | NP | NP | NP | NP | NP | P | NP | NP | TBD |
| SMALL APARTMENT | NP | NP | NP | NP | NP | NP | P | P | NP | TBD |
| LARGE APARTMENT | NP | NP | NP | NP | NP | NP | NP | P | NP | TBD |
| MANUFACTURED HOME | NP | P | NP | P | NP | P | NP | NP | NP | TBD |
| ACCESSORY DWELLING UNIT | NP | P | NP | P | P | P | P | NP | NP | TBD |
| RECREATIONAL VEHICLE PARK | NP | P | NP | NP | NP | NP | NP | NP | NP | TBD |
| RESIDENTIAL ACCESSORY | NP | P | NP | P | P | P | P | NP | NP | TBD |

| COMMERCIAL BUILDINGS | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| SMALL COMMERCIAL | NP | NP | P | NP | NP | NP | P | P | P | P |
| LIVE/WORK | NP | NP | NP | NP | NP | NP | P | P | NP | P |
| MIXED-USE COMMERCIAL | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| LARGE COMMERCIAL | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| HIGHWAY COMMERCIAL | NP | NP | P | NP | NP | NP | NP | NP | NP | P |
| CART, KIOSKS, FOOD TRAILERS | P | NP | P | NP | NP | NP | P | P | P | P |
| TEMPORARY COMMERCIAL | P | NP | P | NP | NP | NP | P | P | P | P |
| COMMERCIAL ACCESSORY | NP | NP | P | NP | NP | NP | P | P | NP | P |
| INDUSTRIAL | NP | NP | NP | NP | NP | NP | NP | NP | NP | P |
| CIVIC BUILDINGS | P | P | P | P | P | P | P | P | P | P |
| **PRIVATE FRONTAGE** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| COMMON YARD | NP | P | NP | P | P | P | P | NP | P | P |

**P** = PERMITTED **NP** = NOT PERMITTED **N/A** = NOT APPLICABLE **TBD** = "TO BE DECIDED" DURING NEIGHBORHOOD OR EMPLOYMENT CENTER PLAN PROCESS

| STANDARDS | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| PORCH WITH OPTIONAL FENCE | NP | P | P | P | P | P | P | NP | P | P |
| STOOP | NP | P | NP | P | P | NP | P | P | NP | P |
| GALLERY | NP | NP | P | NP | NP | NP | P | P | P | P |
| ARCADE | NP | NP | P | NP | NP | NP | P | P | P | P |
| SHOPFRONT | NP | NP | P | NP | NP | NP | P | P | P | P |
| FORECOURT | NP | P | NP | P | P | NP | P | P | P | P |
| TERRACE | NP | P | NP | P | P | NP | P | P | P | P |

| BUILDING STORIES LIMIT | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| PRINCIPAL BUILDING | NP | 3 max | 3 max | 3 max | 3 max | 2 max | 3 max | 5 max | TBD | TBD |
| ACCESSORY DWELLING UNIT | NP | 2 max | 2 max | 2 max | 2 max | 2 max | 2 max | 2 max | NP | TBD |

| CIVIC SPACE TYPES | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| PARK | P | P | NP | P | P | P | NP | NP | P | P |
| GREEN | P | P | NP | P | P | P | NP | NP | P | P |
| SQUARE | NP | NP | P | NP | P | P | P | P | P | P |
| PLAZA | NP | NP | P | NP | P | P | P | P | P | P |
| POCKET PARK | NP | P | P | P | P | P | P | P | P | P |

| NEIGHBORHOOD PLAN | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| TRADITIONAL NEIGHBORHOOD DEVELOPMENT | 5% | 0% | 0% | 0% | 10-30% | 0% | 40-60% | 10-30% | 10% | 0% |
| CLUSTER LAND DEVELOPMENT | 50% | | 0% | 0% | 10-30% | 0% | 20-40% | 0-15% | 10% | 0% |
| VILLAGE CENTER DEVELOPMENT | 5% | 5% | 0% | 0% | 10-30% | 0% | 10-30% | 40-60% | 10% | 0% |
| EMPLOYMENT CENTER | TBD | 0% | 0% | 0% | 0% | 0% | 0-20% | 0-20% | 10% | 50% MIN. |

| SIGNAGE TYPES | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| ADDRESS | P | P | P | P | P | P | P | P | P | P |
| NAMEPLATE | NP | NP | P | NP | NP | NP | NP | P | P | P |
| OUTDOOR DISPLAY CASE | NP | NP | P | NP | NP | NP | NP | P | P | P |
| AWNING | NP | NP | P | NP | NP | NP | NP | P | P | P |

**P** = PERMITTED **NP** = NOT PERMITTED **N/A** = NOT APPLICABLE **TBD** = "TO BE DECIDED" DURING NEIGHBORHOOD OR EMPLOYMENT CENTER PLAN PROCESS

| STANDARDS | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| WINDOW | NP | NP | P | NP | NP | NP | P | P | P | P |
| BAND | NP | NP | P | NP | NP | NP | NP | P | P | P |
| BLADE/HANGING | NP | NP | P | NP | NP | NP | P | P | P | P |
| MARQUEE | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| SIDEWALK | NP | NP | NP | NP | NP | NP | P | P | P | P |
| YARD | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| ROOF | NP | NP | NP | NP | NP | NP | NP | NP | NP | NP |
| BANNERS | NP | NP | NP | NP | NP | NP | NP | P | P | P |
| MONUMENT | NP | NP | P | NP | NP | NP | NP | NP | P | P |
| POLE | NP | NP | P | NP | NP | NP | NP | NP | NP | P |

| PARKING LOCATION | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
|---|---|---|---|---|---|---|---|---|---|---|
| FIRST LAYER | NP | P | P | NP | NP | NP | NP | NP | P | P |
| SECOND LAYER | NP | P | P | P | P | P | P | NP | P | P |
| THIRD LAYER | NP | P | P | P | P | P | P | P | P | P |
| ON-STREET | P | NP | NP | NP | P | P | P | P | P | P |
| RV STORAGE (IN THIRD LAYER) | NP | P | NP | P | P | P | P | NP | NP | NP |

**P** = PERMITTED **NP** = NOT PERMITTED **N/A** = NOT APPLICABLE **TBD** = "TO BE DECIDED" DURING NEIGHBORHOOD OR EMPLOYMENT CENTER PLAN PROCESS

## 4.3.1 PLACE TYPE ZONING DISTRICT DETAILS.

### 4.3.1.1 P1- NATURE

| LOTS | |
|---|---|
| WIDTH (MINIMUM) | NONE |
| AREA (MINIMUM) | NONE |
| LOT COVERAGE (MAXIMUM) | N/A |
| BUILD-TO-LINE (RANGE) | N/A |
| FACADE BUILDOUT (MINIMUM) | N/A |
| STORIES (MAXIMUM) | N/A |

| BLOCKS | |
|---|---|
| BLOCK LENGTH (MAXIMUM) | N/A |
| BLOCK PERIMETER MAXIMUM | N/A |

| PUBLIC FRONTAGE (RIGHT OF WAY) | |
|---|---|
| SIDEWALK ZONE WIDTH | N/A |
| LANDSCAPE ZONE | N/A |
| VEHICULAR PARKING ZONE WIDTH | 0' / 10' |
| VEHICULAR TRAVEL ZONE WIDTH | 20'-24' |

| BUILDING TYPES | |
|---|---|
| DETACHED DWELLING | ○ |
| ATTACHED DWELLING | ○ |
| COTTAGE COURT | ○ |
| DUPLEX | ○ |
| TRIPLEX | ○ |
| QUADRAPLEX | ○ |
| SMALL APARTMENT | ○ |
| LARGE APARTMENT | ○ |
| MANUFACTURED HOME/PARK | ○ |
| ACCESSORY DWELLING UNIT | ○ |
| RECREATIONAL VEHICLE PARK | ○ |
| RESIDENTIAL ACCESSORY | ○ |
| SMALL COMMERCIAL | ○ |
| LIVE/WORK | ○ |
| MIXED-USE COMMERCIAL | ○ |
| LARGE COMMERCIAL | ○ |
| HIGHWAY COMMERCIAL | ○ |
| INDUSTRIAL | ○ |
| CARTS, KIOSKS, FOOD TRAILERS | ● |
| TEMPORARY COMMERCIAL | ● |
| CIVIC BUILDINGS | ● |
| COMMERCIAL ACCESSORY | ○ |

| PRIVATE FRONTAGE TYPES | |
|---|---|
| COMMON YARD | ○ |
| PORCH WITH OPTIONAL FENCE | ○ |
| STOOP | ○ |
| GALLERY | ○ |
| ARCADE | ○ |
| SHOPFRONT | ○ |
| FORECOURT | ○ |
| TERRACE | ○ |

| BUILDING DISPOSITION | |
|---|---|
| EDGEYARD | ○ |
| SIDEYARD | ○ |
| COURTYARD | ○ |
| REARYARD | ○ |

| | |
|---|---|
| PERMITTED | ● |
| NOT PERMITTED | ○ |

| STREET TYPES | |
|---|---|
| RURAL STREET | ● |
| RESIDENTIAL ALLEY | ○ |
| COMMERCIAL ALLEY | ○ |
| YIELD STREET | ● |
| NEIGHBORHOOD STREET | ● |
| NEIGHBORHOOD AVENUE | ○ |
| SIDE STREET | ○ |
| 2 LANE COMMUNITY BOULEVARD | ○ |
| 4 LANE COMMUNITY BOULEVARD | ○ |
| PATH | ● |
| TRAIL | ● |

| PARKING LOCATION | |
|---|---|
| FIRST LAYER | ○ |
| SECOND LAYER | ○ |
| THIRD LAYER | ○ |
| ON-STREET | ● |
| RV STORAGE | ○ |

## 4.3.1.2 P2-RURAL

| LOTS | |
|---|---|
| WIDTH (MINIMUM) | NONE |
| AREA (MINIMUM) | 2 ACRE MINIMUM |
| LOT COVERAGE (MAXIMUM) | 40% |
| BUILD-TO-LINE (RANGE) | 10'- 150' |
| FACADE BUILDOUT (MINIMUM) | N/A |
| STORIES (MAXIMUM) | 3 STORIES |

| BLOCKS | |
|---|---|
| BLOCK LENGTH (MAXIMUM) | 720' |
| BLOCK PERIMETER (MAXIMUM) | 2,880' |

| PUBLIC FRONTAGE (RIGHT OF WAY) | |
|---|---|
| SIDEWALK ZONE WIDTH | 5' |
| LANDSCAPE ZONE | NOT PERMITTED |
| VEHICULAR PARKING ZONE WIDTH | PARALLEL - 8'<br>ANGLED - 17' |
| VEHICULAR TRAVEL ZONE WIDTH | 20'-24' |

| BUILDING TYPES | |
|---|---|
| DETACHED DWELLING | ● |
| ATTACHED DWELLING | ○ |
| COTTAGE COURT | ● |
| DUPLEX | ○ |
| TRIPLEX | ○ |
| QUADRAPLEX | ○ |
| SMALL APARTMENT | ○ |
| LARGE APARTMENT | ○ |
| MANUFACTURED HOME/PARK | ● |
| ACCESSORY DWELLING UNIT | ● |
| RECREATIONAL VEHICLE PARK | ● |
| RESIDENTIAL ACCESSORY | ● |
| SMALL COMMERCIAL | ○ |
| LIVE/WORK | ○ |
| MIXED-USE COMMERCIAL | ○ |
| LARGE COMMERCIAL | ○ |
| HIGHWAY COMMERCIAL | ○ |
| INDUSTRIAL | ○ |
| CARTS, KIOSKS, FOOD TRAILERS | ○ |
| TEMPORARY COMMERCIAL | ○ |
| COMMERCIAL ACCESSORY | ○ |
| CIVIC BUILDINGS | ● |

| PRIVATE FRONTAGE TYPES | |
|---|---|
| COMMON YARD | ● |
| PORCH WITH OPTIONAL FENCE | ● |
| STOOP | ● |
| GALLERY | ○ |
| ARCADE | ○ |
| SHOPFRONT | ○ |
| FORECOURT | ● |
| TERRACE | ● |

| BUILDING DISPOSITION | |
|---|---|
| EDGEYARD | ● |
| SIDEYARD | ○ |
| COURTYARD | ○ |
| REARYARD | ○ |

| | |
|---|---|
| PERMITTED | ● |
| NOT PERMITTED | ○ |

| STREET TYPES | |
|---|---|
| RURAL STREET | ● |
| RESIDENTIAL ALLEY | ● |
| COMMERCIAL ALLEY | ○ |
| YIELD STREET | ● |
| NEIGHBORHOOD STREET | ● |
| NEIGHBORHOOD AVENUE | ○ |
| SIDE STREET | ○ |
| 2 LANE COMMUNITY BOULEVARD | ○ |
| 4 LANE COMMUNITY BOULEVARD | ○ |
| PATH | ● |
| TRAIL | ● |

| PARKING LOCATION | |
|---|---|
| FIRST LAYER | ● |
| SECOND LAYER | ● |
| THIRD LAYER | ● |
| ON-STREET | ○ |
| RV STORAGE | ● |

## 4.3.1.3 P2C RURAL COMMERCIAL

### LOTS

| | |
|---|---|
| **WIDTH (MINIMUM)** | NONE |
| **AREA (MINIMUM)** | 1 ACRE MINIMUM |
| **LOT COVERAGE (MAXIMUM)** | 40% |
| **BUILD-TO-LINE (RANGE)** | 10'-150' |
| **FACADE BUILDOUT (MINIMUM)** | N/A |
| **STORIES (MAXIMUM)** | 3 STORIES |

### BLOCKS

| | |
|---|---|
| **BLOCK LENGTH (MAXIMUM)** | 720' |
| **BLOCK PERIMETER (MAXIMUM)** | 2,880' |

### PUBLIC FRONTAGE (RIGHT OF WAY)

| | |
|---|---|
| **SIDEWALK ZONE WIDTH** | 5' |
| **LANDSCAPE ZONE** | NOT PERMITTED |
| **VEHICULAR PARKING ZONE WIDTH** | PARALLEL - 8'<br>ANGLED - 17' |
| **VEHICULAR TRAVEL ZONE WIDTH** | 16'-24' |

### BUILDING TYPES

| | |
|---|---|
| DETACHED DWELLING | ○ |
| ATTACHED DWELLING | ○ |
| COTTAGE COURT | ○ |
| DUPLEX | ○ |
| TRIPLEX | ○ |
| QUADRAPLEX | ○ |
| SMALL APARTMENT | ○ |
| LARGE APARTMENT | ○ |
| MANUFACTURED HOME/PARK | ○ |
| ACCESSORY DWELLING UNIT | ○ |
| RECREATIONAL VEHICLE PARK | ○ |
| RESIDENTIAL ACCESSORY | ○ |
| SMALL COMMERCIAL | ● |
| LIVE/WORK | ○ |
| MIXED-USE COMMERCIAL | ○ |
| LARGE COMMERCIAL | ○ |
| HIGHWAY COMMERCIAL | ● |
| INDUSTRIAL | ○ |
| CARTS, KIOSKS, FOOD TRAILERS | ● |
| TEMPORARY COMMERCIAL | ● |
| COMMERCIAL ACCESSORY | ● |
| CIVIC BUILDINGS | ● |

### PRIVATE FRONTAGE TYPES

| | |
|---|---|
| COMMON YARD | ○ |
| PORCH WITH OPTIONAL FENCE | ● |
| STOOP | ○ |
| GALLERY | ● |
| ARCADE | ● |
| SHOPFRONT | ● |
| FORECOURT | ○ |
| TERRACE | ○ |

### BUILDING DISPOSITION

| | |
|---|---|
| EDGEYARD | ● |
| SIDEYARD | ○ |
| COURTYARD | ○ |
| REARYARD | ○ |

| | |
|---|---|
| PERMITTED | ● |
| NOT PERMITTED | ○ |

### STREET TYPES

| | |
|---|---|
| RURAL STREET | ● |
| RESIDENTIAL ALLEY | ● |
| COMMERCIAL ALLEY | ○ |
| YIELD STREET | ● |
| NEIGHBORHOOD STREET | ● |
| NEIGHBORHOOD AVENUE | ○ |
| SIDE STREET | ○ |
| 2 LANE COMMUNITY BOULEVARD | ○ |
| 4 LANE COMMUNITY BOULEVARD | ○ |
| PATH | ● |
| TRAIL | ● |

### PARKING LOCATION

| | |
|---|---|
| FIRST LAYER | ● |
| SECOND LAYER | ● |
| THIRD LAYER | ● |
| ON-STREET | ○ |
| RV STORAGE | ○ |

## 4.3.1.4 P2.5 LARGE LOT

| LOTS | |
|---|---|
| WIDTH (MINIMUM) | NONE |
| AREA (MINIMUM) | 1 ACRE MINIMUM |
| LOT COVERAGE (MAXIMUM) | 40% |
| BUILD-TO-LINE (RANGE) | 10'-150' |
| FACADE BUILDOUT (MINIMUM) | 40% |
| STORIES (MAXIMUM) | 3 STORIES |

| BLOCKS | |
|---|---|
| BLOCK LENGTH (MAXIMUM) | 720' |
| BLOCK PERIMETER (MAXIMUM) | 2,880' |

| PUBLIC FRONTAGE (RIGHT OF WAY) | |
|---|---|
| SIDEWALK ZONE WIDTH | 5'-15' |
| LANDSCAPE ZONE | PERMITTED |
| VEHICULAR PARKING ZONE WIDTH | PARALLEL - 8' |
| VEHICULAR TRAVEL ZONE WIDTH | 16'-24' |

| BUILDING TYPES | |
|---|---|
| DETACHED DWELLING | ● |
| ATTACHED DWELLING | ○ |
| COTTAGE COURT | ● |
| DUPLEX | ○ |
| TRIPLEX | ○ |
| QUADRAPLEX | ○ |
| SMALL APARTMENT | ○ |
| LARGE APARTMENT | ○ |
| MANUFACTURED HOME/PARK | ● |
| ACCESSORY DWELLING UNIT | ● |
| RECREATIONAL VEHICLE PARK | ○ |
| RESIDENTIAL ACCESSORY | ● |
| SMALL COMMERCIAL | ○ |
| LIVE/WORK | ○ |
| MIXED-USE COMMERCIAL | ○ |
| LARGE COMMERCIAL | ○ |
| HIGHWAY COMMERCIAL | ○ |
| INDUSTRIAL | ○ |
| CARTS, KIOSKS, FOOD TRAILERS | ○ |
| TEMPORARY COMMERCIAL | ○ |
| COMMERCIAL ACCESSORY | ○ |
| CIVIC BUILDINGS | ● |

| PRIVATE FRONTAGE TYPES | |
|---|---|
| COMMON YARD | ● |
| PORCH WITH OPTIONAL FENCE | ● |
| STOOP | ● |
| GALLERY | ○ |
| ARCADE | ○ |
| SHOPFRONT | ○ |
| FORECOURT | ● |
| TERRACE | ● |

| BUILDING DISPOSITION | |
|---|---|
| EDGEYARD | ● |
| SIDEYARD | ○ |
| COURTYARD | ○ |
| REARYARD | ○ |

| | |
|---|---|
| PERMITTED | ● |
| NOT PERMITTED | ○ |

| STREET TYPES | |
|---|---|
| RURAL STREET | ○ |
| RESIDENTIAL ALLEY | ● |
| COMMERCIAL ALLEY | ○ |
| YIELD STREET | ● |
| NEIGHBORHOOD STREET | ● |
| NEIGHBORHOOD AVENUE | ● |
| SIDE STREET | ○ |
| 2 LANE COMMUNITY BOULEVARD | ○ |
| 4 LANE COMMUNITY BOULEVARD | ○ |
| PATH | ● |
| TRAIL | ● |

| PARKING LOCATION | |
|---|---|
| FIRST LAYER | ○ |
| SECOND LAYER | ● |
| THIRD LAYER | ● |
| ON-STREET | ○ |
| RV STORAGE | ● |

## 4.3.1.5 P3 - NEIGHBORHOOD

### LOTS

| | |
|---|---|
| WIDTH (MINIMUM) | NONE |
| AREA (MINIMUM) | NONE |
| LOT COVERAGE (MAXIMUM) | 60% |
| BUILD-TO-LINE (RANGE) | 5'-20' |
| FACADE BUILDOUT (MINIMUM) | 50% |
| STORIES (MAXIMUM) | 3 STORIES |

### BLOCKS

| | |
|---|---|
| BLOCK LENGTH (MAXIMUM) | 330' |
| BLOCK PERIMETER (MAXIMUM) | 1,320' |

### PUBLIC FRONTAGE (RIGHT OF WAY)

| | |
|---|---|
| SIDEWALK ZONE WIDTH | 5'-15' |
| LANDSCAPE ZONE | PERMITTED |
| VEHICULAR PARKING ZONE WIDTH | PARALLEL - 8' |
| VEHICULAR TRAVEL ZONE WIDTH | 16'-24' |

### BUILDING TYPES

| | |
|---|---|
| DETACHED DWELLING | ● |
| ATTACHED DWELLING | ● |
| COTTAGE COURT | ● |
| DUPLEX | ● |
| TRIPLEX | ○ |
| QUADRAPLEX | ○ |
| SMALL APARTMENT | ○ |
| LARGE APARTMENT | ○ |
| MANUFACTURED HOME/PARK | ○ |
| ACCESSORY DWELLING UNIT | ● |
| RECREATIONAL VEHICLE PARK | ○ |
| RESIDENTIAL ACCESSORY | ● |
| SMALL COMMERCIAL | ○ |
| LIVE/WORK | ○ |
| MIXED-USE COMMERCIAL | ○ |
| LARGE COMMERCIAL | ○ |
| HIGHWAY COMMERCIAL | ○ |
| INDUSTRIAL | ○ |
| CARTS, KIOSKS, FOOD TRAILERS | ○ |
| TEMPORARY COMMERCIAL | ○ |
| COMMERCIAL ACCESSORY | ○ |
| CIVIC BUILDINGS | ● |

### PRIVATE FRONTAGE TYPES

| | |
|---|---|
| COMMON YARD | ● |
| PORCH WITH OPTIONAL FENCE | ● |
| STOOP | ● |
| GALLERY | ○ |
| ARCADE | ○ |
| SHOPFRONT | ○ |
| FORECOURT | ● |
| TERRACE | ● |

### BUILDING DISPOSITION

| | |
|---|---|
| EDGEYARD | ● |
| SIDEYARD | ● |
| COURTYARD | ● |
| REARYARD | ○ |

| | |
|---|---|
| PERMITTED | ● |
| NOT PERMITTED | ○ |

### STREET TYPES

| | |
|---|---|
| RURAL STREET | ○ |
| RESIDENTIAL ALLEY | ● |
| COMMERCIAL ALLEY | ○ |
| YIELD STREET | ● |
| NEIGHBORHOOD STREET | ● |
| NEIGHBORHOOD AVENUE | ● |
| SIDE STREET | ● |
| 2 LANE COMMUNITY BOULEVARD | ● |
| 4 LANE COMMUNITY BOULEVARD | ○ |
| PATH | ● |
| TRAIL | ● |

### PARKING LOCATION

| | |
|---|---|
| FIRST LAYER | ○ |
| SECOND LAYER | ● |
| THIRD LAYER | ● |
| ON-STREET | ● |
| RV STORAGE | ● |

## 4.3.1.6 P3M - MANUFACTURED HOUSING

| LOTS | |
|---|---|
| WIDTH (MINIMUM) | NONE |
| AREA (MINIMUM) | NONE |
| LOT COVERAGE (MAXIMUM) | 60% |
| BUILD-TO-LINE (RANGE) | 5'-20' |
| FACADE BUILDOUT (MINIMUM) | 50% |
| STORIES (MAXIMUM) | 2 STORIES |

| BLOCKS | |
|---|---|
| BLOCK LENGTH (MAXIMUM) | 330' |
| BLOCK PERIMETER (MAXIMUM) | 1,320' |

| PUBLIC FRONTAGE (RIGHT OF WAY) | |
|---|---|
| SIDEWALK ZONE WIDTH | 5'-15' |
| LANDSCAPE ZONE | PERMITTED |
| VEHICULAR PARKING ZONE WIDTH | PARALLEL - 8' |
| VEHICULAR TRAVEL ZONE WIDTH | 16'-24' |

| BUILDING TYPES | |
|---|---|
| DETACHED DWELLING | ○ |
| ATTACHED DWELLING | ○ |
| COTTAGE COURT | ○ |
| DUPLEX | ○ |
| TRIPLEX | ○ |
| QUADRAPLEX | ○ |
| SMALL APARTMENT | ○ |
| LARGE APARTMENT | ○ |
| MANUFACTURED HOME/PARK | ● |
| ACCESSORY DWELLING UNIT | ● |
| RECREATIONAL VEHICLE PARK | ○ |
| RESIDENTIAL ACCESSORY | ● |
| SMALL COMMERCIAL | ○ |
| LIVE/WORK | ○ |
| MIXED-USE COMMERCIAL | ○ |
| LARGE COMMERCIAL | ○ |
| HIGHWAY COMMERCIAL | ○ |
| INDUSTRIAL | ○ |
| CARTS, KIOSKS, FOOD TRAILERS | ○ |
| TEMPORARY COMMERCIAL | ○ |
| COMMERCIAL ACCESSORY | ○ |
| CIVIC BUILDINGS | ● |

| PRIVATE FRONTAGE TYPES | |
|---|---|
| COMMON YARD | ● |
| PORCH WITH OPTIONAL FENCE | ● |
| STOOP | ○ |
| GALLERY | ○ |
| ARCADE | ○ |
| SHOPFRONT | ○ |
| FORECOURT | ○ |
| TERRACE | ○ |

| BUILDING DISPOSITION | |
|---|---|
| EDGEYARD | ● |
| SIDEYARD | ● |
| COURTYARD | ○ |
| REARYARD | ○ |

| | |
|---|---|
| PERMITTED | ● |
| NOT PERMITTED | ○ |

| STREET TYPES | |
|---|---|
| RURAL STREET | ○ |
| RESIDENTIAL ALLEY | ● |
| COMMERCIAL ALLEY | ○ |
| YIELD STREET | ● |
| NEIGHBORHOOD STREET | ● |
| NEIGHBORHOOD AVENUE | ● |
| SIDE STREET | ● |
| 2 LANE COMMUNITY BOULEVARD | ● |
| 4 LANE COMMUNITY BOULEVARD | ○ |
| PATH | ● |
| TRAIL | ● |

| PARKING LOCATION | |
|---|---|
| FIRST LAYER | ○ |
| SECOND LAYER | ● |
| THIRD LAYER | ● |
| ON-STREET | ● |
| RV STORAGE | ● |

## 4.3.1.7 P4 - MIX

| LOTS | |
|---|---|
| WIDTH (MINIMUM) | NONE |
| AREA (MINIMUM) | NONE |
| LOT COVERAGE (MAXIMUM) | 90% |
| BUILD-TO-LINE (RANGE) | 5'-15' |
| FACADE BUILDOUT (MINIMUM) | 60% |
| STORIES (MAXIMUM) | 3 STORIES |

| BLOCKS | |
|---|---|
| BLOCK LENGTH (MAXIMUM) | 330' |
| BLOCK PERIMETER (MAXIMUM) | 1,320' |

| PUBLIC FRONTAGE (RIGHT OF WAY) | |
|---|---|
| SIDEWALK ZONE WIDTH | 5'-18' |
| LANDSCAPE ZONE | PERMITTED |
| VEHICULAR PARKING ZONE WIDTH | PARALLEL - 8'<br>ANGLED - 17' |
| VEHICULAR TRAVEL ZONE WIDTH | 16' - 40' |

| BUILDING TYPES | |
|---|---|
| DETACHED DWELLING | ● |
| ATTACHED DWELLING | ● |
| COTTAGE COURT | ● |
| DUPLEX | ● |
| TRIPLEX | ● |
| QUADRAPLEX | ● |
| SMALL APARTMENT | ● |
| LARGE APARTMENT | ○ |
| MANUFACTURED HOME/PARK | ○ |
| ACCESSORY DWELLING UNIT | ● |
| RECREATIONAL VEHICLE PARK | ○ |
| RESIDENTIAL ACCESSORY | ● |
| SMALL COMMERCIAL | ● |
| LIVE/WORK | ● |
| MIXED-USE COMMERCIAL | ○ |
| LARGE COMMERCIAL | ○ |
| HIGHWAY COMMERCIAL | ○ |
| INDUSTRIAL | ○ |
| CARTS, KIOSKS, FOOD TRAILERS | ● |
| TEMPORARY COMMERCIAL | ● |
| COMMERCIAL ACCESSORY | ● |
| CIVIC BUILDINGS | ● |

| PRIVATE FRONTAGE TYPES | |
|---|---|
| COMMON YARD | ● |
| PORCH WITH OPTIONAL FENCE | ● |
| STOOP | ● |
| GALLERY | ● |
| ARCADE | ● |
| SHOPFRONT | ● |
| FORECOURT | ● |
| TERRACE | ● |

| BUILDING DISPOSITION | |
|---|---|
| EDGEYARD | ● |
| SIDEYARD | ● |
| COURTYARD | ● |
| REARYARD | ● |

| | |
|---|---|
| PERMITTED | ● |
| NOT PERMITTED | ○ |

| STREET TYPES | |
|---|---|
| RURAL STREET | ○ |
| RESIDENTIAL ALLEY | ● |
| COMMERCIAL ALLEY | ○ |
| YIELD STREET | ○ |
| NEIGHBORHOOD STREET | ● |
| NEIGHBORHOOD AVENUE | ● |
| SIDE STREET | ● |
| 2 LANE COMMUNITY BOULEVARD | ● |
| 4 LANE COMMUNITY BOULEVARD | ● |
| PATH | ● |
| TRAIL | ● |

| PARKING LOCATION | |
|---|---|
| FIRST LAYER | ○ |
| SECOND LAYER | ● |
| THIRD LAYER | ● |
| ON-STREET | ● |
| RV STORAGE (THIRD LAYER) | ● |

## 4.3.1.8 P5 - URBAN CENTER

### LOTS

| | |
|---|---|
| WIDTH (MINIMUM) | NONE |
| AREA (MINIMUM) | NONE |
| LOT COVERAGE (MAXIMUM) | 100% |
| BUILD-TO-LINE (RANGE) | 0'- 15' |
| FACADE BUILDOUT (MINIMUM) | 80% |
| STORIES (MAXIMUM) | 5 STORIES |

### BLOCKS

| | |
|---|---|
| BLOCK LENGTH (MAXIMUM) | 330' |
| BLOCK PERIMETER (MAXIMUM) | 1,320' |

### PUBLIC FRONTAGE (RIGHT OF WAY)

| | |
|---|---|
| SIDEWALK ZONE WIDTH | 12'-18' |
| LANDSCAPE ZONE | PERMITTED |
| VEHICULAR PARKING ZONE WIDTH | PARALLEL - 8'-12'<br>ANGLED - 17'-22' |
| VEHICULAR TRAVEL ZONE WIDTH | 16'- 40' |

### BUILDING TYPES

| | |
|---|---|
| DETACHED DWELLING | ○ |
| ATTACHED DWELLING | ○ |
| COTTAGE COURT | ○ |
| DUPLEX | ○ |
| TRIPLEX | ○ |
| QUADRAPLEX | ○ |
| SMALL APARTMENT | ● |
| LARGE APARTMENT | ● |
| MANUFACTURED HOME/PARK | ○ |
| ACCESSORY DWELLING UNIT | ○ |
| RECREATIONAL VEHICLE PARK | ○ |
| RESIDENTIAL ACCESSORY | ○ |
| SMALL COMMERCIAL | ● |
| LIVE/WORK | ● |
| MIXED-USE COMMERCIAL | ● |
| LARGE COMMERCIAL | ● |
| HIGHWAY COMMERCIAL | ○ |
| INDUSTRIAL | ○ |
| CARTS, KIOSKS, FOOD TRAILERS | ● |
| TEMPORARY COMMERCIAL | ● |
| COMMERCIAL ACCESSORY | ● |
| CIVIC BUILDINGS | ● |

### PRIVATE FRONTAGE TYPES

| | |
|---|---|
| COMMON YARD | ○ |
| PORCH WITH OPTIONAL FENCE | ○ |
| STOOP | ● |
| GALLERY | ● |
| ARCADE | ● |
| SHOPFRONT | ● |
| FORECOURT | ● |
| TERRACE | ● |

### BUILDING DISPOSITION

| | |
|---|---|
| EDGEYARD | ○ |
| SIDEYARD | ● |
| COURTYARD | ● |
| REARYARD | ● |

| | |
|---|---|
| PERMITTED | ● |
| NOT PERMITTED | ○ |

### STREET TYPES

| | |
|---|---|
| RURAL STREET | ○ |
| RESIDENTIAL ALLEY | ○ |
| COMMERCIAL ALLEY | ● |
| YIELD STREET | ○ |
| NEIGHBORHOOD STREET | ● |
| NEIGHBORHOOD AVENUE | ● |
| SIDE STREET | ● |
| 2 LANE COMMUNITY BOULEVARD | ● |
| 4 LANE COMMUNITY BOULEVARD | ● |
| PATH | ● |
| TRAIL | ● |

### PARKING LOCATION

| | |
|---|---|
| FIRST LAYER | ○ |
| SECOND LAYER | ○ |
| THIRD LAYER | ● |
| ON-STREET | ● |
| RV STORAGE (THIRD LAYER) | ○ |

## 4.3.1.9 EC - EMPLOYMENT CENTER

### LOTS

| | |
|---|---|
| WIDTH (MINIMUM) | NONE |
| AREA (MINIMUM) | NONE |
| LOT COVERAGE (MAXIMUM) | TBD |
| BUILD-TO-LINE (RANGE) | TBD |
| FACADE BUILDOUT (MINIMUM) | TBD |
| STORIES (MAXIMUM) | TBD |

### BLOCKS

| | |
|---|---|
| BLOCK LENGTH (MAXIMUM) | 720' |
| BLOCK PERIMETER (MAXIMUM) | 2,880' |

### *PUBLIC FRONTAGE (RIGHT OF WAY)

| | |
|---|---|
| SIDEWALK ZONE WIDTH | 8'-24' |
| LANDSCAPE ZONE | PERMITTED |
| VEHICULAR PARKING ZONE WIDTH | PARALLEL - 8'-12'<br>ANGLED - 17'-22' |
| VEHICULAR TRAVEL ZONE WIDTH | 16'-40' |

### BUILDING TYPES

| | |
|---|---|
| DETACHED DWELLING | ○ |
| ATTACHED DWELLING | ○ |
| COTTAGE COURT | ○ |
| DUPLEX | ○ |
| TRIPLEX | ○ |
| QUADRAPLEX | ○ |
| SMALL APARTMENT | ○ |
| LARGE APARTMENT | ○ |
| MANUFACTURED HOME/PARK | ○ |
| ACCESSORY DWELLING UNIT | ○ |
| RECREATIONAL VEHICLE PARK | ○ |
| RESIDENTIAL ACCESSORY | ○ |
| SMALL COMMERCIAL | ● |
| LIVE/WORK | ● |
| MIXED-USE COMMERCIAL | ● |
| LARGE COMMERCIAL | ● |
| HIGHWAY COMMERCIAL | ● |
| INDUSTRIAL | ● |
| CARTS, KIOSKS, FOOD TRAILERS | ● |
| TEMPORARY COMMERCIAL | ● |
| COMMERCIAL ACCESSORY | ● |
| CIVIC BUIDLINGS | ● |

### PRIVATE FRONTAGE TYPES

| | |
|---|---|
| COMMON YARD | ● |
| PORCH WITH OPTIONAL FENCE | ● |
| STOOP | ● |
| GALLERY | ● |
| ARCADE | ● |
| SHOPFRONT | ● |
| FORECOURT | ● |
| TERRACE | ● |

### BUILDING DISPOSITION

| | |
|---|---|
| EDGEYARD | ● |
| SIDEYARD | ● |
| COURTYARD | ● |
| REARYARD | ● |

| | |
|---|---|
| PERMITTED | ● |
| NOT PERMITTED | ○ |

**TBD** = TO BE DECIDED BY DURING DEVELOPMENT PROCESS

### STREET TYPES

| | |
|---|---|
| RURAL STREET | ○ |
| RESIDENTIAL ALLEY | ○ |
| COMMERCIAL ALLEY | ● |
| YIELD STREET | ○ |
| NEIGHBORHOOD STREET | ● |
| NEIGHBORHOOD AVENUE | ● |
| SIDE STREET | ● |
| 2 LANE COMMUNITY BOULEVARD | ● |
| 4 LANE COMMUNITY BOULEVARD | ● |
| PATH | ● |
| TRAIL | ● |

### PARKING LOCATION

| | |
|---|---|
| FIRST LAYER | ● |
| SECOND LAYER | ● |
| THIRD LAYER | ● |
| ON-STREET | ● |
| RV STORAGE | ○ |

*Already developed properties with Place Type EC zoning shall follow the development standards of Place Type 5 until an Employment Center Plan has been adopted for the property.

## 4.3.1.10 CS - CIVIC SPACE

### LOTS

| | |
|---|---|
| WIDTH | TBD |
| AREA | TBD |
| LOT COVERAGE (MAXIMUM) | TBD |
| BUILD-TO-LINE (RANGE) | TBD |
| FACADE BUILDOUT (MINIMUM) | TBD |
| STORIES (MAXIMUM) | TBD |

### STREETS

| | |
|---|---|
| BLOCK PERIMETER (MAXIMUM) | TBD |
| BLOCK LENGTH (MAXIMUM) | TBD |

### PUBLIC FRONTAGE (RIGHT OF WAY)

| | |
|---|---|
| SIDEWALK ZONE | TBD |
| LANDSCAPE ZONE | TBD |
| VEHICULAR PARKING ZONE | TBD |
| VEHICULAR TRAVEL ZONE | TBD |

### BUILDING TYPES

| | |
|---|---|
| DETACHED DWELLING | ○ |
| ATTACHED DWELLING | ○ |
| COTTAGE COURT | ○ |
| DUPLEX | ○ |
| TRIPLEX | ○ |
| QUADRAPLEX | ○ |
| SMALL APARTMENT | ○ |
| LARGE APARTMENT | ○ |
| MANUFACTURED HOME/PARK | ○ |
| ACCESSORY DWELLING UNIT | ○ |
| RECREATIONAL VEHICLE PARK | ○ |
| RESIDENTIAL ACCESSORY | ○ |
| SMALL COMMERCIAL | ○ |
| LIVE/WORK | ○ |
| MIXED-USE COMMERCIAL | ○ |
| LARGE COMMERCIAL | ○ |
| HIGHWAY COMMERCIAL | ○ |
| INDUSTRIAL | ○ |
| CARTS, KIOSKS, FOOD TRAILERS | ● |
| TEMPORARY COMMERCIAL | ● |
| COMMERCIAL ACCESSORY | ○ |
| CIVIC BUILDINGS | ● |

### PRIVATE FRONTAGE TYPES

| | |
|---|---|
| COMMON YARD | ○ |
| PORCH WITH OPTIONAL FENCE | ○ |
| STOOP | ○ |
| GALLERY | ○ |
| ARCADE | ○ |
| SHOPFRONT | ○ |
| FORECOURT | ○ |
| TERRACE | ○ |

### BUILDING DISPOSITION

| | |
|---|---|
| EDGEYARD | ○ |
| SIDEYARD | ○ |
| COURTYARD | ○ |
| REARYARD | ○ |

| | |
|---|---|
| PERMITTED | ● |
| NOT PERMITTED | ○ |

### STREET TYPES

| | |
|---|---|
| RURAL STREET | ● |
| RESIDENTIAL ALLEY | ● |
| COMMERCIAL ALLEY | ● |
| YIELD STREET | ● |
| NEIGHBORHOOD STREET | ● |
| NEIGHBORHOOD AVENUE | ● |
| SIDE STREET | ● |
| 2 LANE COMMUNITY BOULEVARD | ● |
| 4 LANE COMMUNITY BOULEVARD | ● |
| PATH | ● |

### PARKING LOCATION

| | |
|---|---|
| FIRST LAYER | TBD |
| SECOND LAYER | TBD |
| THIRD LAYER | TBD |
| ON-STREET | TBD |
| RV STORAGE | TBD |



# CHAPTER 5

# PRIVATE LOT DEVELOPMENT STANDARDS.

# 5.1 LOT STRUCTURE.

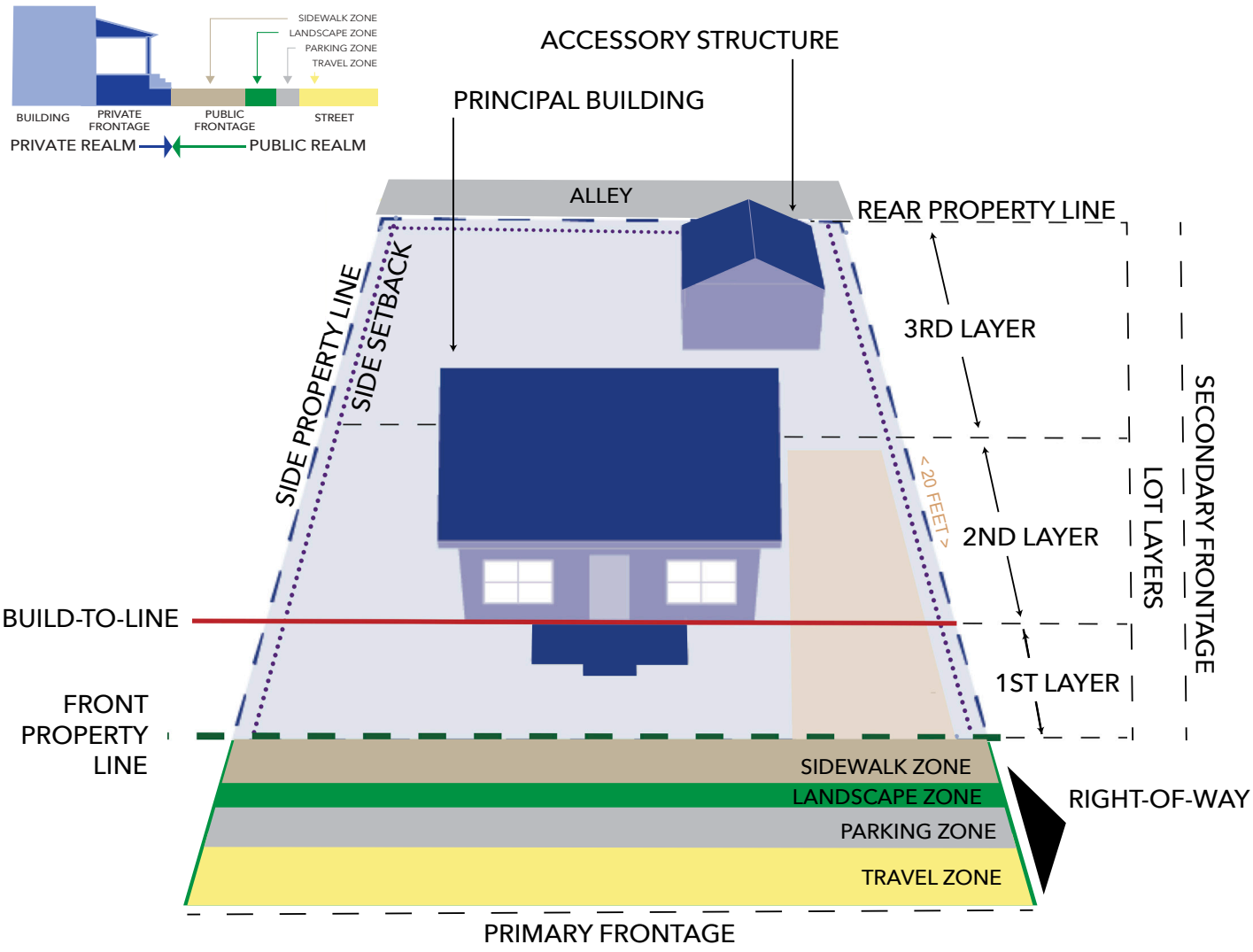
## 5.1.1 GENERAL.

Lots and buildings located within the City of Taylor shall be subject to the requirements of this Chapter. Regulatory terminology related to lots used in this section is diagrammed for illustrative purposes only. Building types diagrammed are provided for illustrative purposes only.

## 5.1.2 ELEMENTS OF A LOT.

The diagram below represents a general lot within the City of Taylor. The lot elements are described in Table 5.1.2(B): Lot Structure Diagram Descriptions.

FIGURE 5.1.2(A): ELEMENTS OF A LOT.



## TABLE 5.1.2(B): LOT STRUCTURE DIAGRAM DESCRIPTIONS.

| | |
|---|---|
| **BUILDINGS** | |
| **PRINCIPAL BUILDING** | The main building on a lot. |
| **ACCESSORY STRUCTURES** | A secondary building located toward the rear of the same lot as a principal building may include a dwelling unit called an Accessory Dwelling Unit (ADU). |
| **LOT LAYERS** | |

Lots shall be divided into regulatory layers as illustrated in the Lot Structure Diagram and frontage lines below. Standards for the second and third layers pertain only to the primary frontage. Standards for the first layer pertain to both frontages.

| | |
|---|---|
| **FIRST LAYER** | The first layer is the area of a lot from the front property line to the facade of the principal building. It is the private frontage of a lot. |
| **SECOND LAYER** | The second layer is the area of the lot set behind the first layer to a depth of 20 feet in all Place Types. |
| **THIRD LAYER** | The third layer is the area of a lot set behind the second layer and extending to the rear lot line. |
| **LOT** | |
| **BUILD-TO-LINE** | The build-to-line is the location where the principal front facade will be located.<br>The location of the build-to-line, is established per Place Type, and for new neighborhoods, on the Neighborhood Plan. |
| **REAR PROPERTY LINE** | Where the property line meets alley R.O.W. or an adjoining side/rear property line.<br>All buildings and structures must be located at or behind the side or rear property line in compliance with the building separation requirements of the adopted building code. |
| **LOT WIDTH** | The length of the principal frontage line of a lot. Lot width is measured between the side lot lines at the build-to-line. |
| **FRONT PROPERTY LINE** | Where private property align with publicly controlled right-of-way.<br>Lots may have multiple frontages. On lots with multiple frontages, such as corner lots, one property line is designated as the primary frontage. |
| **SIDE SETBACK** | The separation between any building on the lot and the side property boundary. |

| DEVELOPMENT REALMS | |
|---|---|
| **PRIVATE REALM** | Privately owned areas in large part developed with buildings and associated improvements. It is more limited in its accessibility to the public. |
| **PUBLIC REALM** | The streets, parks, squares, green spaces, and other interconnected outdoor places that require no key to access them and are available without charge for everyone to use. |
| **FRONTAGE TYPES** | |
| **PUBLIC FRONTAGE** | This area consists primarily of the right-of-way between the street and the front property line where the sidewalk, public landscaping, public lighting, and the furniture zone are on a lot. It also includes other publicly accessible civic spaces such as parks, squares, plazas, courtyards, and alleys. It plays a critical role in an area's character and function. |
| **PRIVATE FRONTAGE** | This area consists of the portion of the private lot within the first layer. These areas are in large part developed with buildings and associated improvements, and is more limited in its accessibility to the public. |
| **PUBLIC FRONTAGE ZONE** | |
| **SIDEWALK ZONE** | The sidewalk zone includes a sidewalk that is usually clear of all obstructions. The purpose is to allow for pedestrian movement in parallel with the street. |
| **LANDSCAPE ZONE** | The landscape zone refers to all areas where plants and trees are used in the public realm including tree wells, garden beds and planter pots serving a variety of purposes including buffering, water quality, aesthetic enhancement, shade and habitat. |
| **PARKING ZONE** | On-street parking should be accommodated on most public streets. On-street parking provides the opportunity for easy access and connectivity to the street-scape and the adjacent land uses. |
| **TRAVEL ZONE** | The travel zone is the space within the right-of-way where multiple types of vehicles travel. |
| **RIGHT-OF-WAY** | The land within which the travel zone, parking zone, landscape zone, sidewalk zone and, in most cases, city utilities are located. The right-of-way is accessible to the public. |

# 5.2 BUILDING TYPES.

## 5.2.1 INTENT.

5.2.1.1 Focusing on appropriate building types within Place Types instead of focusing on the uses within the buildings, ensures the City develops properties that reflect the walkable character within Taylor's core and protect the surrounding open space and agricultural lands. A mix of residential and commercial building types provides options for development that support a variety of people with different lifestyles, income levels, and age groups.

5.2.1.2 The Envision Taylor Comprehensive Plan calls for a variety of residential building types that support all types of households, including missing middle housing. Missing middle housing refers to a range of house-scale buildings with multiple units, compatible in scale and form with detached homes, located in a walkable neighborhood.

5.2.1.3 Building types diagrammed are provided for illustrative purposes only (see 5.2.3 Residential Building Type Descriptions and 5.2.4 Commercial Building Type Descriptions).

## TABLE 5.2(A): BUILDING TYPES PERMITTED BY PLACE TYPE ZONING DISTRICTS.

| BUILDING TYPES | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **RESIDENTIAL** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| DETACHED DWELLING | NP | P | NP | P | P | NP | P | NP | NP | TBD |
| ATTACHED DWELLING | NP | NP | NP | NP | P | NP | P | NP | NP | TBD |
| COTTAGE COURT | NP | P | NP | P | P | P | P | NP | NP | TBD |
| DUPLEX | NP | NP | NP | NP | P | NP | P | NP | NP | TBD |
| TRIPLEX | NP | NP | NP | NP | NP | NP | P | NP | NP | TBD |
| QUADRAPLEX | NP | NP | NP | NP | NP | NP | P | NP | NP | TBD |
| SMALL APARTMENTS | NP | NP | NP | NP | NP | NP | P | P | NP | TBD |
| LARGE APARTMENTS | NP | NP | NP | NP | NP | NP | NP | P | NP | TBD |
| MANUFACTURED HOME | NP | P | NP | P | NP | P | NP | NP | NP | TBD |
| ACCESSORY DWELLING UNIT | NP | P | NP | P | P | P | P | NP | NP | TBD |
| RECREATIONAL VEHICLE PARK | NP | P | NP | NP | NP | NP | NP | NP | NP | TBD |
| RESIDENTIAL ACCESSORY | NP | P | NP | P | P | P | P | NP | NP | TBD |
| **COMMERCIAL** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| SMALL COMMERCIAL | NP | NP | P | NP | NP | NP | P | P | P | P |
| LARGE COMMERCIAL | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| LIVE/WORK | NP | NP | NP | NP | NP | NP | P | P | NP | P |
| MIXED-USE COMMERCIAL | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| HIGHWAY COMMERCIAL | NP | NP | P | NP | NP | NP | NP | NP | NP | P |
| CART, KIOSKS, FOOD TRAILERS | P | NP | P | NP | NP | NP | P | P | P | P |
| TEMPORARY COMMERCIAL | P | NP | P | NP | NP | NP | P | P | P | P |
| COMMERCIAL ACCESSORY | NP | NP | P | NP | NP | NP | P | P | NP | P |
| INDUSTRIAL | NP | NP | NP | NP | NP | NP | NP | NP | NP | P |
| CIVIC | P | P | P | P | P | P | P | P | P | P |

P = PERMITTED NP = NOT PERMITTED TBD="TO BE DECIDED" DURING DEVELOPMENT PROCESS

## 5.2.2 BUILDING FUNCTION BY BUILDING TYPES.

Building Types are intended to establish the anticipated intensity within each Place Type. This section establishes allowable uses within the Building Types by Place Type. Section 5.9.3 Neighborhood Compatibility will apply to all uses and buildings in the City.

### 5.2.2.1 RESIDENTIAL BUILDING TYPES.

Within residential buildings the following uses are permitted with the stated limitations.

(1) P2, P2.5, P3, P3M.

- (a) Dwelling
- (b) Home Occupation
- (c) Lodging with a full time, on-site operator. Specific Use Permit without a full time, on-site operator
- (d) Accessory Commercial Use with Specific Use Permit

(2) P4, P5

- (a) Dwelling
- (b) Home Occupation
- (c) Lodging
- (d) Accessory Commercial Use

(3) EC- as determined in Employment Center Plan

### 5.2.2.2 COMMERCIAL BUILDING TYPES.

Uses within commercial buildings are governed by the adopted building and health and safety codes and must comply with the Performance Standards of this chapter.

Within commercial buildings the following uses are permitted with the stated limitations.

(1) P1

- (a) Temporary retail with Specific Use Permit

(2) P2C

- (a) Retail including drive-through services, vehicle services and outdoor activities
- (b) Office
- (c) Commercial including outdoor storage

(3) P4

(a) Retail excluding drive-through services and vehicle services. Outdoor retail activities with Specific Use Permit

(b) Office

(4) P5

(a) Retail excluding vehicle services. Drive-through services in the third layer with Specific Use Permit

(b) Office

(c) Commercial, outdoor storage in the third layer with Specific Use Permit

(5) CS

(a) Temporary retail

(b) Retail with Specific Use Permit

(6) EC - as determined in Employment Center Plan including:

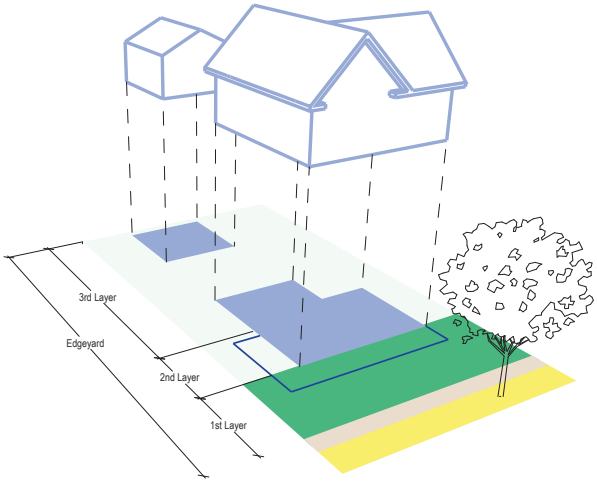
(a) Retail including drive-through services, vehicle services and outdoor activities

(b) Office

(c) Commercial including outdoor storage

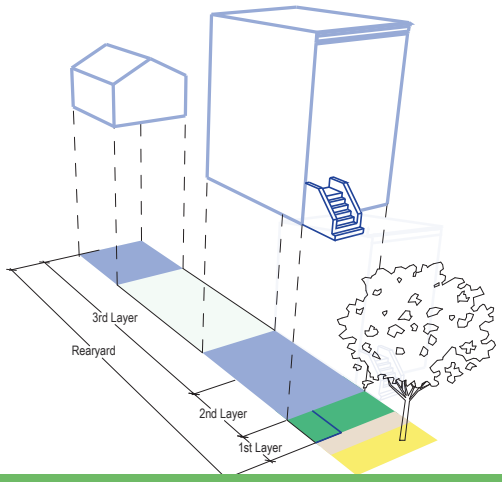
(d) Industrial

## 5.2.3: RESIDENTAL BUILDING TYPES



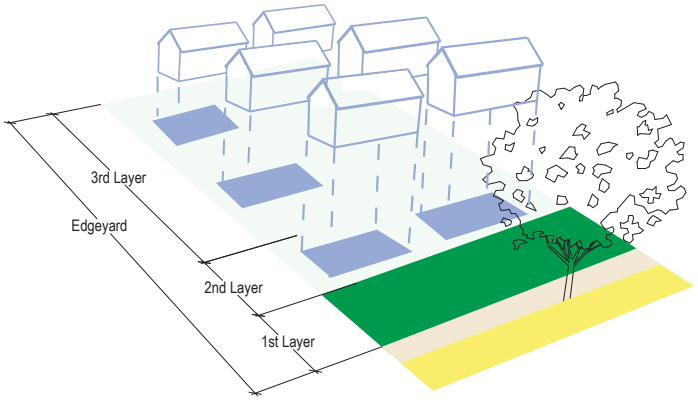

### DETACHED DWELLING

An individual dwelling unit on its own lot. The detached dwelling is the most prevalent dwelling type in Taylor. This building type is typically disposed on the lot with edge yards. On small to medium sized lots, this building type should be set close to the front property line to encourage interaction with pedestrians. This building type has a front door facing the street or path from which it takes primary access. A HUD code manufactured house is a detached dwelling that is only permitted in certain Place Types.



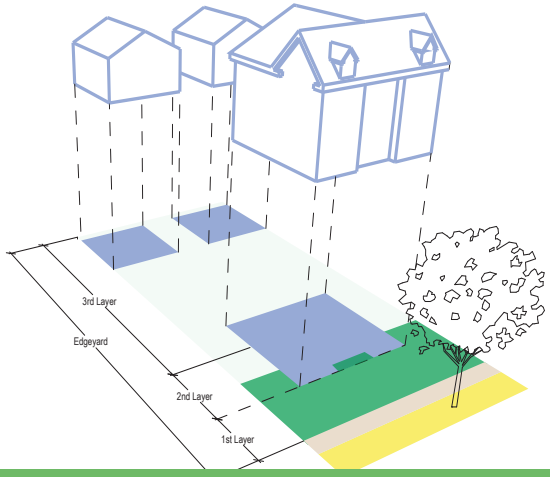

### ATTACHED DWELLINGS

An individual dwelling unit on its own lot that shares a common wall with a unit on one or more adjacent lots. This building type is often referred to as a townhouse. This building type is typically disposed on the lot with a side yard or rear yard. This building type should be set close to or at the front property line to encourage interaction with pedestrians. This building type has a front door facing the street or path from which it takes primary access.



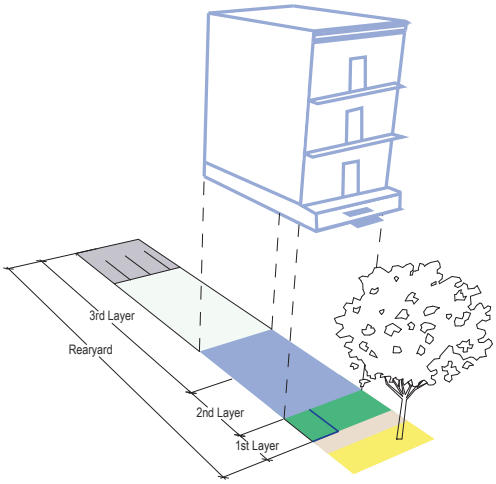

## COTTAGE COURT

A group of individual, small dwelling units on a single lot or on individual lots that share a central courtyard. The cottages adjacent to the street have front doors facing the street and the cottages whose primary access is from the courtyard have front doors facing the courtyard. For the purposes of platting, cottage lots may have legal frontage onto a courtyard with a public access easement from the street.



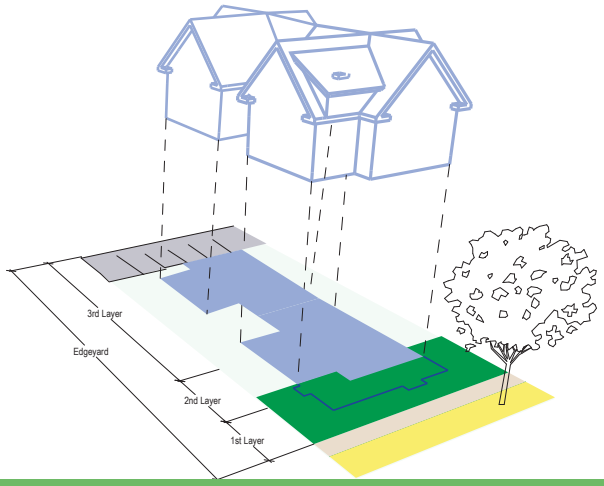

## DUPLEX

Two dwelling units on a single lot. The dwelling units are typically in a single building arranged side by side or stacked, or they may be in separate buildings by warrant. This building type is typically disposed on the lot with edge yards. On small to medium sized lots, this building type should be set close to the front property line to encourage interaction with pedestrians. This building type has at least one front door facing the street or path from which it takes primary access.



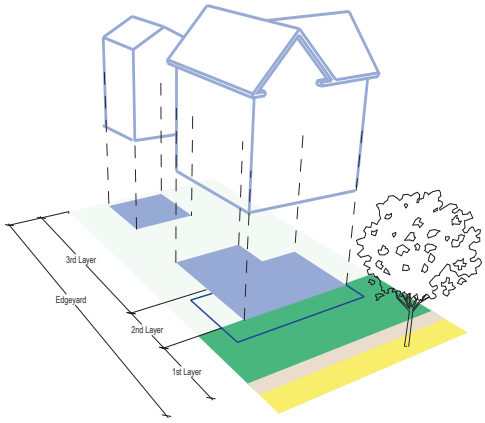

## TRIPLEX

Three dwelling units on a single lot. The dwelling units are typically in a single building arranged side by side or stacked, or they may be in separate buildings by warrant. This building type is typically disposed on the lot with edge yards. On small to medium sized lots, this building type should be set close to the front property line to encourage interaction with pedestrians. This building type has at least one front door facing the street or path from which it takes primary access.



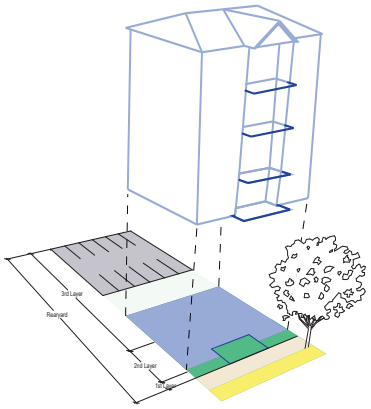

## QUADRAPLEX

Four dwelling units on a single lot. The dwelling units are typically in a single building and share a central entry but may have individual entries. The dwelling units may be in separate buildings by warrant. This building type is typically disposed on the lot with edge yards. On small to medium sized lots, this building type should be set close to the front property line to encourage interaction with pedestrians. This building type has at least one front door facing the street or path from which it takes primary access.



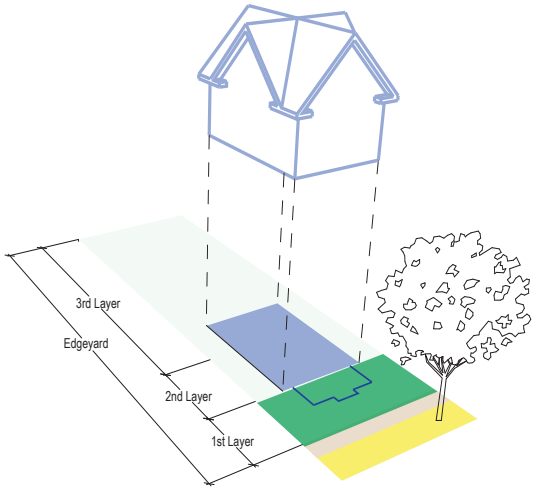

## SMALL APARTMENTS

A detached building on a single lot that includes multiple dwelling units. The building typically has a shared entrance facing the street. This building type may be disposed on the lot with edge yards, side yard, courtyard, or rear yard. This building type should be set close to the front property line to encourage interaction with pedestrians. This building type is ideally situated on corner lots to allow access from the primary and secondary streets and to provide more on-street parking for the building occupants and visitors. This building type appears like a large, detached dwelling and seamlessly fits within the neighborhood.



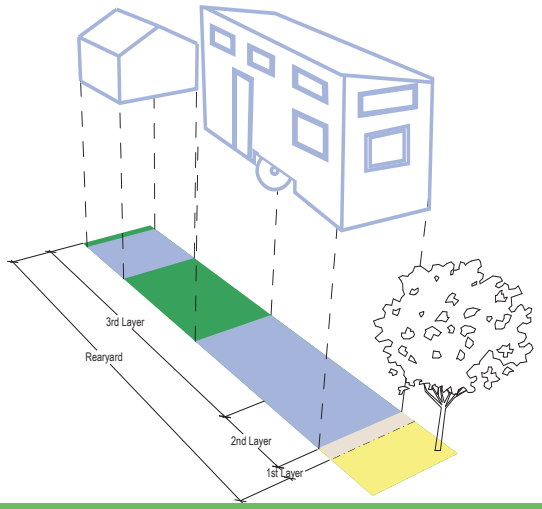
## LARGE APARTMENTS

A block-scale building that includes multiple dwelling units. This building type is disposed on the lot(s) with a rear yard or courtyard. This building type should be set at or near the front property line and provide a continuous building frontage along the street. Ground floor dwelling units may have individual entries from the sidewalk or a shared entry. Active ground floor uses such as live/work units, fitness centers, retail, leasing offices, etc. are encouraged.



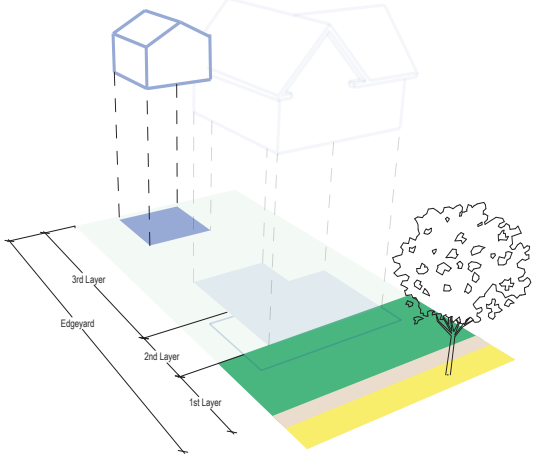

## MANUFACTURED HOME PARK

A neighborhood of HUD code manufactured homes intended for long-term residency. Manufactured home parks shall follow the requirements in this LDC and Chapter16, Article III of the City of Taylor Code of Ordinances. Manufactured Home Parks are permitted in P2 and P3M. Individual Manufactured Homes are permitted as a principal dwelling unit building in P2, P2.5 and P3M and as an accessory dwelling unit in P2, P2.5, P3, and P3M.



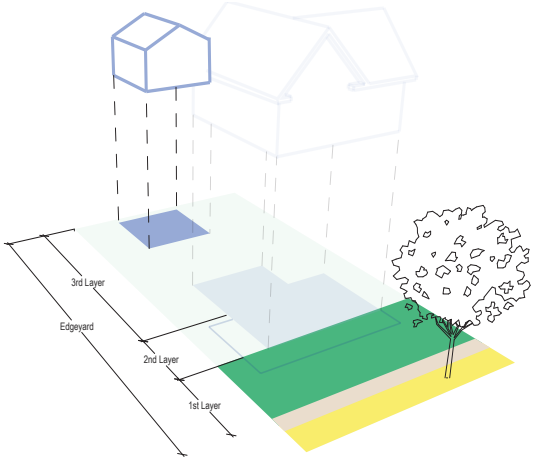

## RECREATIONAL VEHICLE PARK

A neighborhood of recreational vehicles intended for short-term residency. Recreational vehicle parks shall follow the requirements of this LDC and Chapter16, Article III of the City of Taylor Code of Ordinances.




## ACCESSORY DWELLING UNIT

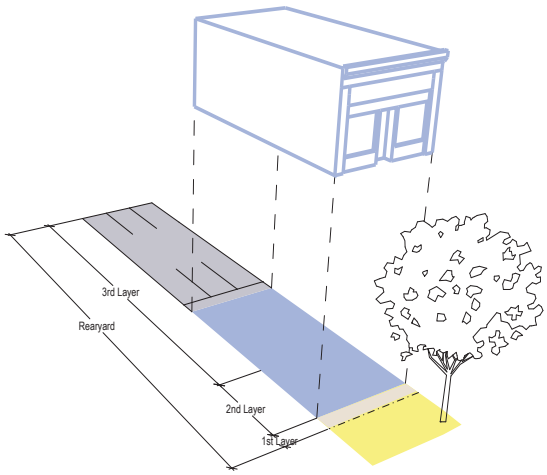
A secondary dwelling unit on the same lot as a principal dwelling unit building. ADUs may be individual detached structures, apartments within or above a garage or integrated into the primary dwelling unit with a separate entrance. ADUs are smaller than and subordinate to the principal building and are typically located in the third layer of the lot. ADUs may be allowed by warrant to be constructed and occupied prior to the principal dwelling unit building.




## RESIDENTIAL ACCESSORY BUILDING

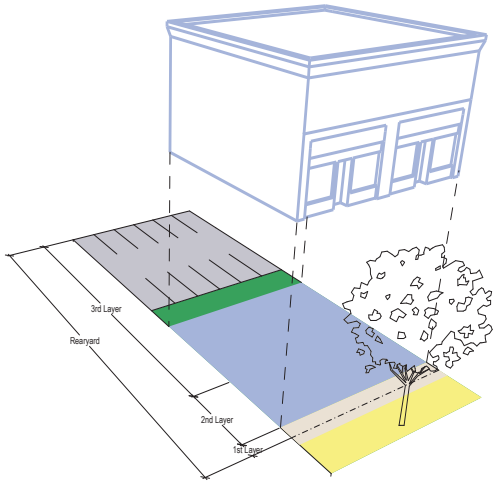
A detached structure located on the same lot as a principal dwelling unit building and not used as a dwelling. An accessory building may be used as a detached garage, a storage building, a workshop, a pool house, or other accessory use to the principal dwelling unit building. Residential accessory buildings are smaller than and subordinate to the principal building and are typically located in the third layer of the lot.

## 5.2.4: COMMERCIAL BUILDING TYPES



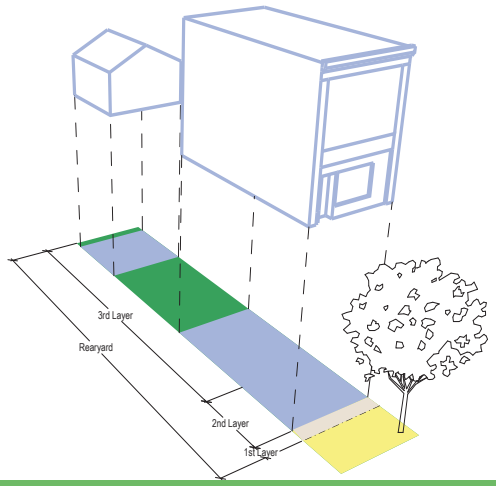

### SMALL COMMERCIAL

An individual commercial building on its own lot. Small commercial buildings are the primary building type for small to medium sized businesses in Taylor. They are typically sized to fit on a single commercial lot within a typical City block. The building is typically disposed on the lot with a rear yard to accommodate parking (if off-street parking is provided), outdoor areas and services accessed from a rear alley or service drive.



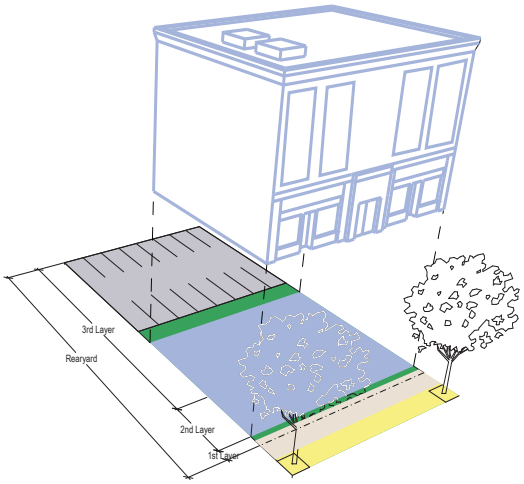

### LARGE COMMERCIAL

An individual building that may occupy multiple lots or a significant portion of a block. Large commercial buildings are typically occupied by a single tenant and may be one or more stories in height. The building is typically disposed on the lot with a rear yard to accommodate parking (if off-street parking is provided), outdoor areas and services accessed from a rear alley or service drive.



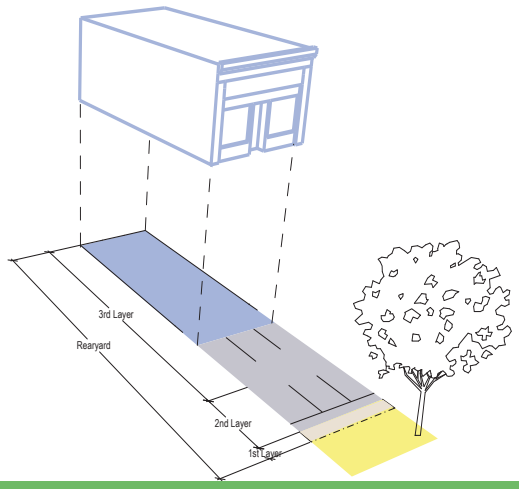

### LIVE/WORK

An individual building on its own lot that includes a commercial use(s) on the ground floor and a dwelling unit(s) on the upper floor(s). They are typically sized to fit on a single commercial lot within a typical City block. The building is typically disposed on the lot with a rear yard to accommodate parking (if off-street parking is provided), outdoor areas and services accessed from a rear alley or service drive.



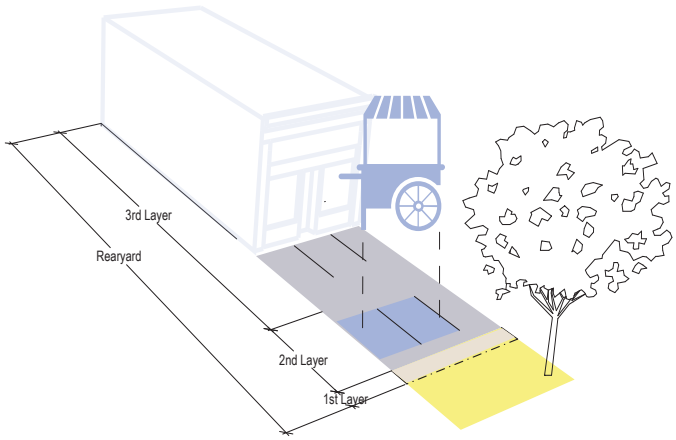

### MIXED-USE

An individual building that may occupy multiple lots or a significant portion of a block. Mixed use buildings are occupied by multiple tenants are typically multi-story and often include dwelling units on upper stories. The building is typically disposed on the lot with a rear yard to accommodate parking (if off-street parking is provided), outdoor areas and services accessed from a rear alley or service drive.



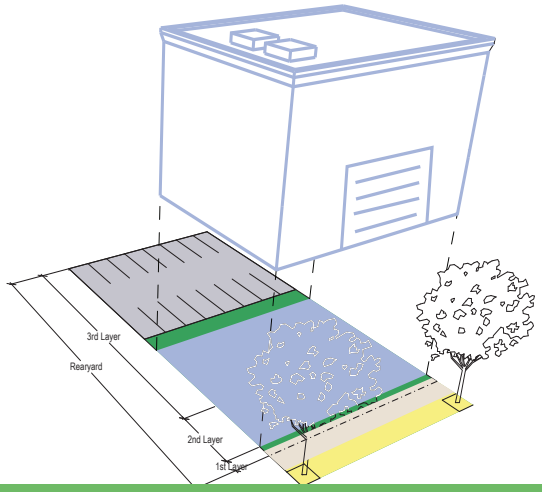

## HIGHWAY COMMERCIAL

An individual building on its own lot along a highway or regional road. The building may be occupied by one or more businesses. The building is typically disposed on the lot with edge yards and often includes surface parking lots, outdoor storage or display, drive-through services and other auto-oriented features.



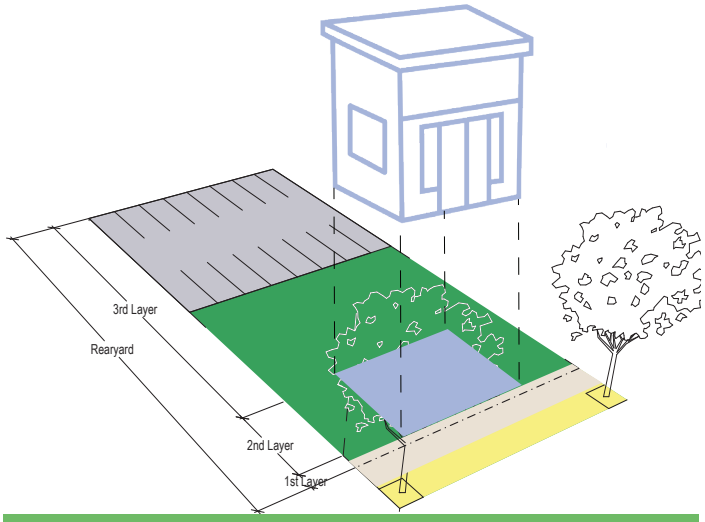

## CART, KIOSKS, FOOD TRAILERS

Freestanding, mobile structures that occupy a lot on a temporary basis. Typically, these structures are associated with an existing principal building on a lot. They may also occupy civic space or public right-of-way through a separately granted permit or license agreement.



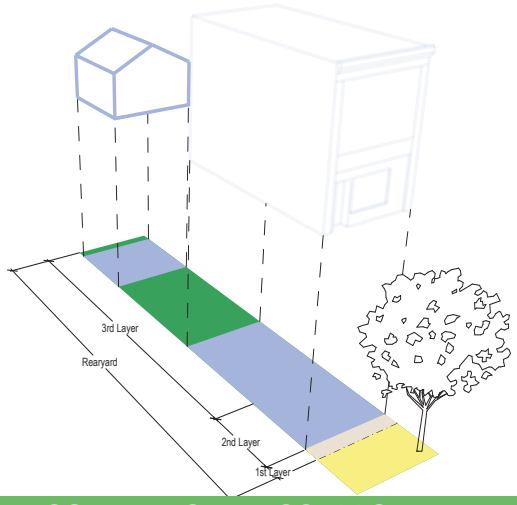

## INDUSTRIAL

An individual building on its own lot within an industrial park or employment center. The building may be occupied by one or more businesses. The building is typically disposed on the lot with edge yards and often includes large, paved areas around the building used for parking, loading/unloading, truck bays, and outdoor storage or display.




## TEMPORARY COMMERCIAL

Small individual buildings intended to provide commercial space on a temporary basis in new or existing neighborhoods. These buildings may be used as incubation space for businesses before they move into permanent buildings or in new neighborhoods before there is sufficient market demand to justify the construction of permanent commercial buildings in a neighborhood center.




## COMMERCIAL ACCESSORY

A detached structure located on the same lot as the principal commercial building. An accessory building may be used as a storage building, or other accessory use to the principal commercial building. Commercial accessory buildings are smaller than and subordinate to the principal building and are typically located in the third layer of the lot.

# 5.3 BUILDING PLACEMENT ON THE LOT.

## 5.3.1 GENERAL.

Lots and buildings located within the City of Taylor shall be subject to the requirements of this section. Regulatory terminology related to lots used in this section is diagrammed for illustrative purposes only. Building types diagrammed are provided for illustrative purposes only.

## 5.3.2 LOT OCCUPATION

5.3.2.1 Stories may not exceed fourteen (14) feet in height from the finished floor to the finished ceiling, except for a first-floor commercial building, which shall be a minimum of eleven (11) feet with a maximum of twenty-five (25) feet.

5.3.2.2 In the 100-year floodplain, a first-level residential or lodging shall be raised a minimum of 2 feet from the base flood elevation.

## 5.3.3 DEVELOPMENT STANDARDS.

The development standards for each Place Type zoning district are consolidated in 4.3 Place Type Zoning District Development Standards within this LDC.

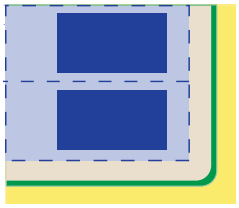
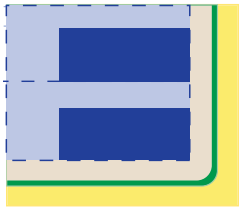
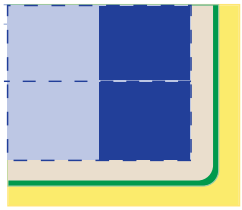
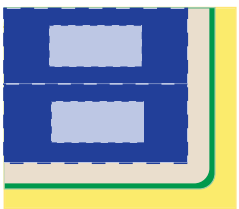
## 5.3.4 BUILDING SEPARATION

All Place Type zoning districts require separation between building/structure and side property boundary in accordance with the adopted building code. A warrant or variance application is required for encrooachments into the required building separation. Fences and screening walls may extend into the setback.

## 5.3.5 BUILDING DISPOSITION.

Principal buildings shall be positioned on a lot in accordance with the building standards per Place Type. There are four (4) types of building dispositions permitted in Taylor. See Table 5.3.5(A): Building Disposition by Place Type Zoning District for descriptions of each and the Place Type zoning districts where the building dispositions are permitted.

## TABLE 5.3.5(A): BUILDING DISPOSITION BY PLACE TYPE ZONING DISTRICT.

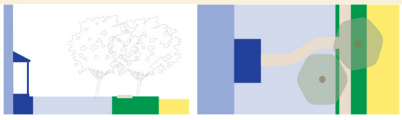
| BUILDING DISPOSITION | | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| EDGEYARD |  A building that occupies the center of its lot with setbacks on all sides from the lot lines. The front yard is intended to be visually continuous with the yards of adjacent buildings. | NP | P | P | P | P | P | P | NP | P | P |
| SIDEYARD |  A building that occupies one side of the lot with the setback to the other side. | NP | NP | NP | NP | P | P | P | P | P | P |
| REARYARD |  The placement of a building within the boundaries of its lot to create a rearyard, leaving the rear of the lot as private space or available for dedicated parking in its commercial form. The frontage line is a continuous line of frontages that define the public realm. | NP | NP | NP | NP | NP | NP | P | P | P | P |
| COURTYARD |  A building placed within the boundaries of its lot to create a private courtyard, while internally defining one or more private patios. Common walls shared with adjacent buildings create a continuous façade along the frontage line that steadily defines the public frontage. | NP | NP | NP | NP | P | NP | P | P | P | P |

P = PERMITTED NP = NOT PERMITTED

## 5.3.6 PRIVATE FRONTAGE TYPES.

The private frontage consists of privately-owned areas in large part developed with buildings and associated improvements. It is more limited in its accessibility to the public. It is the area within the first layer of a lot between the front building facade, or the build-to-line, and the front property line. The private frontage types in the chart below are built on the front facades of buildings at the build-to-line. Private frontages may encroach into the right-of-way with an approved encroachment permit.

### TABLE 5.3.6(A):PRIVATE FRONTAGE PERMITTED BY PLACE TYPE ZONING DISTRICT.

| PRIVATE FRONTAGE TYPES | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| COMMON YARD  Residential buildings are set back from the front property line with an unfenced front yard that is visually continuous with neighboring yards supporting a common landscape. | NP | P | NP | P | P | P | P | NP | P | P |
| PORCH WITH OPTIONAL FENCE  Many residential buildings in Taylor have front porches. The build-to-line is setback from the front property line to create room for a wide porch and a fenced-in yard. The optional fence helps maintain a strong street edge and allows the homeowner extra fenced-in yard space. Fence height within first layer may be no more than 4 feet in height above grade/ ground level. | NP | P | P | P | P | P | P | NP | P | P |
| STOOP  The main facade of the building is near the frontage line and the elevated stoop engages the sidewalk. The stoop shall be elevated above the sidewalk to ensure privacy within the building. Stairs from the stoop may lead directly to the sidewalk or may be side-loaded. This type is appropriate for residential uses with small setbacks. | NP | P | NP | P | P | NP | P | P | NP | P |
| GALLERY  A frontage seen on historic storefronts in Taylor, the facade is aligned close to the frontage line with an attached cantilevered shed or a lightweight colonnade overlapping the sidewalk. This frontage type provides shade for pedestrians on the sidewalk. | NP | NP | P | NP | NP | NP | P | P | P | P |

| PRIVATE FRONTAGE TYPES | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| ARCADE  A colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at or behind the frontage line. This type is conventional for retail use. | NP | NP | P | NP | NP | NP | P | P | P | P |
| SHOPFRONT  A popular retail frontage in Taylor, commercial shopfront build-to-lines are aligned close to the frontage line with the building entrance at sidewalk grade. Shopfronts have substantial glazing on the sidewalk level and an awning that may overlap the sidewalk. | NP | NP | P | NP | NP | NP | P | P | P | P |
| FORECOURT  A portion of the facade is close to the frontage line and the central portion is setback. Forecourts are suitable for vehicle drop-offs and courtyards. | NP | P | NP | P | P | NP | P | P | P | P |
| TERRACE  The facade is setback from the frontage line by an elevated terrace. This frontage type buffers residential use from urban sidewalks and removes the private yard from the public encroachment. Terraces are suitable for conversions into outdoor cafe patios. | NP | P | NP | P | P | NP | P | P | P | P |

P = PERMITTED NP = NOT PERMITTED

## 5.3.7 PRIVATE FRONTAGE DEVELOPMENT STANDARDS.

5.3.7.1 The facade of the Principal Building shall be built parallel to the front property line or to the tangent of a curved frontage line of a lot.

5.3.7.2 All facades shall be glazed with clear glass, not less than twenty percent (20%) of the first story. Glazing shall be calculated as the total combined area of window glazing (lights or panes within each window's casing) divided by the total area of the facade for the target story of a building.

5.3.7.3 Buildings in P5 shall be glazed with clear glass, no less than seventy percent (70%) of the first story.

5.3.7.4 Openings above the first story shall not exceed fifty percent (50%) of the total building wall area, with each facade being calculated independently.

5.3.7.5 All openings, including porches, galleries, arcades, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

### 5.3.8 PRIVATE FRONTAGE DEVELOPMENT STANDARDS TABLE.

**TABLE 5.3.8(A):PRIVATE FRONTAGE ENCROACHMENT DEVELOPMENT STANDARDS BY PLACE TYPE ZONING DISTRICT.**

| ENCROACHMENT TYPE | PLACE TYPES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **FIRST LAYER** | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | EC |
| OPEN PORCH | ---- | 50% MAX. | 50% MAX. | 50% MAX. | 50% MAX. | 50% MAX. | 50% MAX. | 50% MAX. | TBD |
| **RIGHT -OF-WAY** | | | | | | | | | |
| GALLERY | NP | NP | NP | NP | NP | NP | Within 2 feet of the curb. | Within 2 feet of the curb. | TBD |
| ARCADE | NP | NP | NP | NP | NP | NP | Within 2 feet of the curb. | Within 2 feet of the curb. | TBD |
| **FIRST LAYER DEPTHS** | | | | | | | | | |
| PORCH | --- | 5 FEET MIN. | 8 FEET MIN. | 8 FEET MIN. | 8 FEET MIN. | 8 FEET MIN. | 10 FEET MIN. | NP | TBD |
| GALLERY | NP | NP | NP | NP | NP | NP | 10 FEET MIN. | 10 FEET MIN. | TBD |
| ARCADE | NP | NP | NP | NP | NP | NP | NP | 12 FEET MIN. | TBD |

P = PERMITTED NP = NOT PERMITTED TBD = "TO BE DETERMINED" DURING DEVELOPMENT REVIEW

Place Types not included in this chart do not permit encroachments by right. Employment Center frontage encroachments will be evaluated during project submission.

## 5.4 PARKING AND VEHICLE CIRCULATION ON THE LOT.

### 5.4.1 INTENT.

Parking shall not be the driver of site planning. The standards in this LDC support this notion by eliminating minimum parking requirements. The intent of building a walkable, bikeable, and easily navigable City means all modes of transportation are available to reduce the reliance on the vehicle. Circulation and parking standards are further defined in the Engineering Manual.

The location of the parking shall be established and shown on the Neighborhood Plan, and/or site plan:

(1) Parking requirements will be market driven. Lot coverage shall not exceed the standards within 4.3 Place Type Zoning District Development Standards.

(2) In P4, P5, and EC the parking area can not be larger than one and a half (1.5) the size of the building.

(3) On-site surface parking must be located in the second layer or third layer of each lot as defined by the Place Type zoning district standards.

(4) Residential garage access is permitted from the public street or from an alley but must be taken from the alley if present. Garage access from the street on a property with alley access may be granted by warrant. Access shall be taken from the side street on corner lots, in which case the garage doors may face the side street.

(5) Residential garage front facades must begin twenty (20) feet or greater from the front property line and may not be replaced forward of the front facade of the principal building.

(6) Carports are allowed in the second layer but do not count toward the facade buildout percentage.

(7) Open parking areas, garages and carports shall be screened from the property line by building, fencing or landscaping and will be regulated in size by lot cover requirements of the Place Type zoning district.

(8) Parking spaces provided internal to a lot shall be located entirely within the third layer of lot as specified within 4.3 Place Type Zoning District Development Standards.

## 5.4.2 PARKING LOCATION.

5.4.2.1 Vehicle Parking.

Designated parking spaces and drive aisle locations shall be placed in the second or third layer of the lot, except in P2C, P2, P5, and EC, as stated in Section 4.3.1 Place Type Zoning District Details and in accordance with this LDC.

5.4.2.2 Bike Parking.

(1) This section applies to civic buildings and Place Types P4, P5, and EC.

(2) Short-term bicycle parking must be located within 100 feet of the main public entrance of the building or facility.

(3) Long-term bicycle parking must be located within 500 feet of the main public entrance of the building or facility.

(4) Bicycle parking facilities shall not interfere with accessible paths of travel or accessible parking as required by the Americans with Disabilities Act, as amended.

(5) When a rack is placed within a sidewalk or pedestrian right-of-way, a minimum of four (4) feet from the required rack dimension shall be provided for pedestrian clearance.

(6) Bicycle racks shall be located in highly visible and well-lit areas to minimize theft and vandalism.

(7) When automobile parking spaces are provided in a structured parking garage, all required long-term and short-term bicycle spaces shall be located inside the garage on the ground level. Alternative layout and design of racks to maximize space may be approved by the DRC.

(8) Alternative Locations: In the event that compliance may not be feasible because of demonstrable hardship, the DRC may approve an alternative location.

## 5.4.3 PARKING LOT DESIGN.

5.4.3.1 Parking Stall and Drive Aisle Design Standards.

(1) Use asphaltic pavement, concrete, or a similar material approved by the City Engineer for all parking areas in P5.

(2) At a minimum, use dust palliative or other surfacing materials that minimize the generation of fine dust particulates for P2.5, P2C, P3, P3M and P4.

(3) At a minimum, use a stable dust-free material on drive aisles of civic spaces and other recreational facilities. The Development Review Committee or City Engineer may require an alternative surface, such as concrete or asphalt, in some circumstances.

(4) The parking stalls may be improved with a soil mix treated with a dust palliative.

5.4.3.2 Bicycle Parking Design Standards.

(1) The number of bicycle parking racks shall be based on the amount of automobile parking spaces and shall be provided in accordance with the following. Where fractional bicycle parking spaces result, the spaces required shall be rounded up to the nearest whole number.

(2) Layout and Design

Each bicycle rack shall be designed to accommodate two (2) bicycle parking spaces (two (2) bicycle spaces per rack) while using the allowed bike rack designs below:

(a) Racks shall be designed to accommodate “U”-shaped locking devices and support the bicycle horizontally in two places.

(b) The racks shall be constructed of durable materials to withstand permanent exposure to the elements, such as powder-coated metal or stainless steel.

(c) All bicycle parking spaces must be hard-surfaced or at minimum a compact gravel base.

(d) All bicycle racks shall be securely anchored to the ground using a concrete footing and tamper- proof anchors.

(e) Decorative bicycle racks that enhance the sense of place and contribute to the character of the development are encouraged, but are subject to approval by the DRC.

(3) Bicycle Parking Space Size, Access Aisles, and Vertical Clearance

(a) Bicycle racks shall provide clearance from other objects by using a standard footprint that is at least four (4) feet wide by six (6) feet long, as depicted below, and shall hold at least two (2) bicycles.

(b) In cases where bicycle parking spaces are not visible from the primary drive aisle approaching the building, signage shall be used to direct cyclists safely to bicycle parking areas (Manual for Uniform Traffic Devices Sign D4-3). These signs shall not be placed in the public right-of-way.

5.4.3.3 Parking Lot Traffic Control.

When traffic control devices are utilized in on-site parking lots, it is recommended that the general principles and standard traffic control device designs be used to regulate the flow of traffic.

5.4.3.4 Parking Lot Cross Access Connections.

(1) Cross-access easements and connections to adjoining properties shall be required to connect driveways and parking lots where no alley is present.

(2) Internal vehicular circulation areas shall be designed and installed to allow for cross-access between abutting lots;

(3) In the event, these conditions cannot be met without undue hardship or if such connections would create undesirable traffic flow, the Development Review Committee or City Engineer may waive the connection requirement.

(4) Where a parking lot connection is required, an easement for ingress and egress to adjacent lots shall be recorded on the plat or by separate instrument as appropriate.

5.4.3.5 Parking Lot Landscaping.

(1) Incorporate parking lot landscaped areas and medians into parking lots every twelve (12) spaces.

(2) Use landscape plant materials that are drought tolerant, have minimal dropping of pods and sap, and have canopies that can have a canopy bottom at least ten (10) feet above the ground.

(3) Use single-trunk trees in parking lot landscape areas in accordance with the approved tree list by the City of Taylor.

## 5.4.4 VEHICLE CIRCULATION.

5.4.4.1 Vehicle Queuing. Adequate depth on site must be provided to prevent vehicle queing in the public right away. The adequate vehicle queuing depth will be determined during the siter plan process.

## 5.4.5 DRIVE-THROUGH FACILITIES

Drive-throughs are required to be located in the second or third layer layer of the lot or located from an alley. Where allowed, drive-through or gas station facilities shall follow the following criteria:

5.4.5.1 Do not locate drive-through or gas station facilities adjacent to residential uses.

5.4.5.2 Screen vehicular areas for drive-through facilities or gas stations placed on the street side of a building or any other location that is directly visible from adjacent properties with screen walls, mounding, and/or dense landscaping at least three (3) feet in height at the time of planting.

## 5.4.6 DRIVEWAYS

5.4.6.1 Driveways curbcuts are prohibited on Community Boulevards and discouraged on Neighborhood Avenues. These street types are intented to retain a block of buildings lining the street to protect a more intact pedestrian environment. Vehicular access shall be taken from the rear of the property or from the alley.

5.4.6.2 For corner lots, all driveways shall be located at the secondary frontage. Driveways shall be located as far from the adjacent public street intersection as practical to achieve maximum available corner clearance, with consideration of property limits, adjacent curb cuts, topography, and existing drainage facilities.

5.4.6.3 Non-Alley loaded driveways may intersect a street no closer than twenty (20) feet from the intersection of two (2) street rights-of-ways in P1, P2, P2.5, P3, and P3M, and forty (40) feet in P2C, P4, and P5.

5.4.6.4 Driveways in mid-block lots greater than forty (40) feet in width at the frontage are allowed one (1) driveway with a maximum width of twenty-four (24) feet for two-way and twelve (12) feet for one-way driveways. In P4 and P5, driveways accessing up to eighty (80) feet wide of street right-of-way must be spaced two hundred (200) feet apart centerline to centerline, and driveways accessing more than an eighty (80) feet wide street right-of-way must be spaced three hundred (300) feet apart centerline to centerline. Nothing in this section shall prevent all site access to any property.

## 5.4.7 PARKING SPACE REQUIREMENTS.

5.4.7.1 Minimum and Maximum Parking Space Requirements.

(1) Minimum Parking Requirements.

(a) Accessible Spaces.

Adequately designed accessible parking spaces shall be provided as required by the Texas Accessability Standards (TAS) and designed in accordance with the parking area landscaping.

(b) Bicycle Spaces.

## TABLE 5.4.7(A):MINIMUM BIKE PARKING REQUIREMENTS

| AMOUNT OF PARKING SPACES | MINIMUM BIKE PARKING REQUIRED |
|---|---|
| 0-40 | 2 short-term bicycle parking spaces minimum |
| 41-60 | 4 short-term bicycle parking spaces minimum |
| 61-80 | 6 short-term bicycle parking spaces minimum |
| 81-100 | 8 short-term bicycle parking spaces minimum |
| 101+ | minimum 10 short-term bicycle parking spaces or two and one-half percent (2.5%) of required automobile spaces, whichever is greater, will be provided as short-term bicycle parking spaces. |
| **MULTIFAMILY** | |
| The minimum number of long-term bicycle parking spaces shall be equal to ten percent (10%) of the auto spaces. | |
| **ALL P5 AND P4 PLACE TYPE ZONING DISTRICTS WITH NON-RESIDENTIAL USES.** | |
| i. Bicycle parking for residential uses is only required with multifamily building types. | |
| ii. The number of provided automobile parking spaces and bicycle parking spaces shall be shown in a chart format on the site plan. The location and footprints of bicycle rack corrals shall be shown on the site, as well as the location of any bicycle parking signage. | |
| iii. In all cases where bicycle parking is required, no fewer than 2 spaces (one rack) shall be required. | |
| iv. Up to half of the required short-term bicycle parking spaces may be substituted with long-term bicycle parking spaces. | |

(2) Maximum Parking Requirements.

(a) Maximum percentage of lot occupied by parking. Maximum percentagee of lot occupied by parking in P4 and P5 can not exceed one and a half times (1.5) the size of the building footprint.

# 5.5 OUTDOOR STORAGE AND ACTIVITIES.

The two (2) types of outdoor storage shall be allowed in the Place Type zoning district designated in the Table below.

| OUTDOOR STORAGE TYPE | PLACE TYPES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | EC |
| OUTDOOR DISPLAY, TEMPORARY | NP | P | P | NP | NP | P | P | P | P |
| OUTDOOR DISPLAY, GENERAL | NP | P | P | NP | NP | P | P | P | P |

P = PERMITTED NP = NOT PERMITTED

## 5.5.1 OUTDOOR DISPLAY, TEMPORARY

5.5.1.1 Temporary outdoor sale of produce goods, holiday goods, outdoor-related goods, and general merchandise shall be permitted for a period not to exceed three (3) days, four (4) times per year.

5.5.1.2 All other outdoor display, storage, and sale of goods are prohibited. A temporary outdoor display not listed may request a Special Use Permit from the Development Services Department to be established.

5.5.1.3 Limited outdoor display of general merchandise on covered porches and deck areas immediately adjacent to established retail businesses shall be permitted.

## 5.5.2 OUTDOOR DISPLAY, GENERAL

5.5.2.1 Permanent outdoor display, storage, and sale of outdoor-related goods and general merchandise shall include, but are not limited to, goods that are customarily used outside, including outdoor furniture, sporting goods for outdoor sports activities, mannequins, plants, flowers, fertilizers, mulch, sod, gardening tools, lawn equipment, storage sheds, grills, wheelbarrows, and firewood, as determined by the Development Services Director.

5.5.2.2 Outdoor display of general merchandise on covered porches and deck areas immediately adjacent to established retail businesses shall be permitted

## 5.5.3 OUTDOOR DISPLAY LIMITATIONS

5.5.3.1 The proposed display, storage and/or sale area shall not impede pedestrian or vehicular traffic.

5.5.3.2 If applicable, building, electrical, fire-prevention code, and hazardous use permits shall be obtained.

5.5.3.3 Outdoor storage in crates, trailers, and similar storage units for the purpose of storing supplies or excess inventory to be sold in connection with an established business is not permitted.

5.5.3.4 Off-site storage of vehicles must submit a site layout with a Special Use Permit request to the

Director of Development Services.

5.5.3.5 Indoor vehicle sales are preferred. Vehicle sales shall not occur in the first layer of the lot. Vehicle sales lot must be located in the second layer or third layer of the lot.

# 5.6 LANDSCAPING STANDARDS.

## 5.6.1 LANDSCAPE DESIGN IN THE PRIVATE REALM.

5.6.1.1 Landscape design in the private realm must comply with the standards of this section and Chapter 28 of the Taylor Code of Ordinances. The maximum height of any shrubs, ornamental plants, boulders, walls, or other such materials within designated sight distances and traffic safety triangles is eighteen (18) inches. For plants, this shall be the natural mature height of the plant. Any trees that are to be placed in the sight distance and traffic safety triangles shall have a canopy that is kept 8 feet above the ground height and a maximum mature trunk diameter of eight (8) inches. If the tree canopy overhangs the roadway, then the canopy shall be a minimum of fourteen and a half (14.5) feet above the street pavement.

5.6.1.2 All landscape materials shall be selected from a palette of native, adaptive and drought tolerant species that require the least amount of supplemental irrigation possible. Plant and tree placement shall consider the natural culture of that type of plant or tree. Trees (or shrubs) shall not be placed in a Public Utility Easement (PUE), emergency vehicle access easement, or their equivalent, without the approval of the owner of the easement. Landscape and tree placement in proximity to utilities shall follow the requirements in the Engineering Manual.

## 5.6.2 LANDSCAPING IN ALL PLACE TYPES.

The introduced landscape shall consist primarily of native species requiring minimal irrigation, fertilization, and maintenance.

## 5.6.3 SPECIFIC TO PLACE TYPES P1, P2, P.5, P3, P3M, & P4:

Private frontages may choose from various landscapes; naturalistic, lawn, garden, etc. All lots with sufficient yard area require the planting of at least two native trees. One tree is required in the front yard and one tree is required in the rear yard. A street tree may be counted toward the requirement of a front yard tree if the front yard is of insufficient size to accommodate a tree. Modifications to the tree planting requirement may be considered by warrant.

## 5.6.4 PLACE TYPE P5.

5.6.4.1 The introduced landscape shall consist primarily of durable species tolerant of soil compaction.

5.6.4.2 Landscape plans shall be prepared by a landscape architect or professional and submittals shall include submittals shall include all of the required information found in the Development Manual checklist and follow all of the landscape standards found in the Engineering Manual:

### 5.6.5 PLACE TYPE CS

Civic spaces within new Neighborhood and Employment Center Plans shall require the preparation of a landscape plan prepared by a landscape architect or professional and submittals shall include all of the required information in the Development Manual checklist and follow all of the landscape standards found in the Engineering Manual. Civic space landscape plans shall be submitted with the Subdivision Improvement Plans.

## 5.7 LIGHTING STANDARDS.

Public lighting is intended to illuminate the public realm with the appropriate lumen per Place Type. The standards of this section are intended to provide adequate lumen output to safely light sidewalks, streets, and civic spaces or other public realm features. Dark skies are a key part of Taylor's charm. The lighting standards preserve Taylor's dark skies and promote a future dark sky community.

### 5.7.1 SCOPE.

5.7.1.1 This section applies within the city limits for public and private lighting and within the ETJ for lighting required as part of a subdivision application.

5.7.1.2 Nothing herein shall be construed as preventing or limiting the City from applying this article to private lighting in the ETJ through agreements with property owners or as a term affixed to a conditional approval (such as a variance).

### 5.7.2 EXEMPTION.

The following are exempt from the application of the Standards of this article:

(1) Lighting equipment required by law to be installed on motor vehicles; and

(2) Lighting required for the safe take-off and landing of aircrafts.

### 5.7.3 PROHIBITION.

A person commits an offense by doing the following:

(1) Installs outdoor lighting contrary to this article.

(2) Fails to comply with any terms or conditions set forth in a permit issued under this article.

(3) Installs outdoor lighting without obtaining a permit when the total number of the lumen outputs for all lights installed within any nintey (90)-day period is greater than 2,500 lumens.

### 5.7.4 NONCONFORMING EXISTING LIGHTING.

5.7.4.1 All existing outdoor lighting that was legally installed before the enactment of this article which does not conform with the Standards specified imposed by this article shall be considered nonconforming. Nonconforming outdoor lighting is allowed to remain until required to be replaced pursuant to the terms of this article.

5.7.4.2 If more than fifty percent (50%) of the total appraised value of a structure (as determined from the

records of the county's appraisal district), has been destroyed, the nonconforming status expires and the structure's previously nonconforming outdoor lighting must be removed and may only be replaced in conformity with the standards of this article.

5.7.4.3 Nonconforming outdoor lighting shall be brought into conformance with this article as follows:

(1) Nonresidential application. All existing outdoor lighting located on a subject property that is part of an application for a rezoning application, subdivision approval, or a building permit for a major addition is required to be brought into conformance with this article before final inspection, issuance of a certificate of occupancy, or final plat recordation, when applicable. For the following permits issued by the City, the applicant shall have a maximum of ninety (90) days from date of permit issuance to bring the lighting into conformance: Site development permit, sign permit for an externally or internally illuminated outdoor sign, initial alcoholic beverage permit, initial food establishment permit, and on-site sewage facility permit.

(2) Residential addition or remodel. Nothing herein shall be construed to terminate a residential property's nonconforming status as a result of an addition or remodel.

(3) Abandonment of nonconforming. A nonconforming structure shall be deemed abandoned if the structure remains vacant for a continuous period of six (6) months. In that instance, the nonconforming status expires and the structure's previously nonconforming outdoor lighting must be removed and may only be replaced in conformity with the standards of this article.

5.7.4.4 It is unlawful to expand, repair or replace outdoor lighting that was previously nonconforming, but for which the prior nonconforming status has expired, been forfeited, or otherwise abandoned.

5.7.4.5 Outdoor lighting on property used for commercial purposes that is not in conformance with this article shall be brought into conformance with this article within ten (10) years from the date of adoption of this article. For property annexed into the city limits after the date of the adoption of this LDC, the ten (10) year period established by this subsection shall commence upon the effective date of the annexation. Nothing in this subsection may be construed to allow light trespass or any other form of nuisance from outdoor lighting. A new purchaser of property may request a three-year extension to come into compliance if property is purchased within ten (10) years of the enactment of this article.

## 5.7.5 NEW LIGHTING.

5.7.5.1 All new Neighborhood and Employment Center plans shall require a public lighting plan in compliance with this section and the standards in the Engineering Manual. All new lighting on private lots shall comply with the dark sky standards in the Engineering Manual.

**TABLE 5.7.13(A): PUBLIC LIGHTING TYPES.**

| PUBLIC LIGHTING TYPES | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| COBRA HEAD | P | NP | NP | NP | NP | NP | NP | NP | NP | P |
| PIPE | P | P | P | P | P | P | NP | NP | P | NP |
| POST | NP | P | P | P | P | P | P | NP | P | NP |
| COLUMN | NP | NP | NP | P | P | P | P | P | P | P |
| DOUBLE COLUMN | NP | NP | NP | NP | NP | NP | NP | P | P | P |

P = PERMITTED NP = NOT PERMITTED

# 5.8 FENCING STANDARDS.

5.8.5.1 Fences may be made of wood, stone, rock, concrete block, masonry brick, brick, decorative wrought iron, chain link, welded wire, or other similar material. Prohibited materials include plywood, paper, plastic, fiberglass panels, chicken wire, fabric, or sheet, roll or corrugated metals. The finished "face" side of the fence (opposite the structural supports) must face all public streets and public parkland.

(1) Fences within the front yard must be fifty percent (50%) see through (i.e. wrought iron or picket fence).

(2) For residential uses, barbed wire fences are not allowed on lots of less than two (2) acres.

(3) For apartment complexes, only wrought iron or similar material is allowed in the front and side setbacks when abutting a local or collector street; wood fences may be allowed within the setbacks that abut another property.

(4) Swimming pools require a fence/barrier surrounding the pool with a self-latching gate in accordance with the 2018 International Swimming Pool and Spa Code 2018 for swimming pool standards.

5.8.5.2 All fences must be constructed to perpetually maintain structural integrity against natural forces such as wind, rain and temperature variations. Fences constructed of chain link, welded wire, picket or similar materials shall require a minimum of two (2) support rails spaced at least one half (½) of the total height of the fence apart.

5.8.5.3 Fences are required to meet the site triangle standards in Section 5.6 Landscaping Standards.

5.8.5.4 Fence heights are regulated as by layer as follows. A four (4) foot max height in the 1st layer. A six (6) foot max height in the 2nd Layer and an eight (8) foot max height in the 3rd layer.

# 5.9 PERFORMANCE AND COMPATIBILITY STANDARDS.

## 5.9.1 INTENT.

5.9.1.1 The performance standards protect the public health, safety, and welfare by regulating potential nuisance features associated with certain land uses. Uses that generate nuisances as defined by this section or as defined by the Texas Health and Saftey Code and Section 28 of The City of Taylor's Code of Ordinanes shall be constructed to mitigate negative effects and separated from P3 Neighborhood zoning district.

5.9.1.2 The performance standards of this section shall apply to all uses, buildings, and structures within the City unless otherwise specifically exempted.

## 5.9.2 EXEMPTIONS.

The following are exempt from the performance standards of this section.

(1) Temporary Construction. Temporary construction, excavation, and grading associated with the development and the installation of streets or utilities for which applicable permits or authorization have been issued.

(2) Demolition Activities. Demolition activities that are necessary and incidental to permitted development on the same lot, on another of several lots being developed at the same time or in the public right-of-way or easement.

## 5.9.3 NEIGHBORHOOD COMPATIBILITY.

### 5.9.3.1 APPLICABILITY

Neighborhood compatibility standards apply to all infill development that does not require the approval of a Neighborhood Plan.

### 5.9.3.2 BUILDING DISPOSITION

Building disposition shall follow the predominant building disposition within the block face of the infill site. Alternative building disposition may be approved by warrant.

### 5.9.3.3 BUILDING SETBACKS

Front building setbacks shall be within twenty-five percent (25%) of the median front setback of the buildings within the same block as the infill site. Alternative building setbacks may be approved by warrant.

#### 5.9.3.4 PARKING ACCESS AND LOCATION

Parking access and location shall be in keeping with the Place Type standards for the infill site. If the predominant parking access and location within the same block as the infill site is different than the Place Type standards, an alternative parking access and location standard to match the neighborhood standard may be approved by warrant.

#### 5.9.3.5 BUILDING HEIGHT AND MASS

Building shall be constructed in concert with building massing of the buildings surrounding the property to prevent overshadowing of adjacent properties.

#### 5.9.3.6 ARCHITECTURAL CHARACTER

All buildings shall be constructed to be harmonious with and architecturally integrated within the existing neighborhood.

### 5.9.4 PERFORMANCE STANDARDS.

#### 5.9.4.1 ADAPTABILITY.

All buildings and sites shall be architecturally integrated within the existing neighborhood and designed to adapt over time to house different uses and avoid vacancy due to obsolescence.

#### 5.9.4.2 NOISE.

Sites shall be laid out and uses shall be operated to prevent noise from becoming a nuisance to adjacent properties.

#### 5.9.4.3 VIBRATION.

All uses shall be operated so that ground vibration is not perceptible outside the lot lines of the site on which the use is located.

#### 5.9.4.4 FIRE AND EXPLOSIVE HAZARDS.

Underground storage tanks for flammable liquids and gases shall be located at least fifty (50) feet from the lot line of lots zoned P2, P2C, P3, P3M, and P4; above-ground tanks shall be setback at least one hundred (100) feet from such lot lines, unless the Zoning Board of Adjustment determines, based on information provided by the applicant, that a fifty (50) foot setback will ensure compliance with all applicable state standards. This shall not apply to Liquid Petroleum Gas tanks that are accessory to residential building types.

#### 5.9.4.5 LIGHT AND GLARE.

The following standards shall apply in all business and manufacturing districts with exception of the airport:

(1) All exterior lighting shall be hooded or otherwise shielded so that the light source is not directly visible from outside the property.

(2) All lighting shall be shielded so that substantially all emitted light falls within the property line of the property from which the light emanates.

(3) All exterior-building floodlights shall be shielded so that all emitted light falls upon the property from which the light emanates.

(4) No illumination shall produce direct, incident, or reflected light that interferes with the safe movement of motor vehicles on public streets. The types of lighting that shall be prohibited by this provision shall include, but not be limited to: any light that may be confused with or construed as a traffic control device; and any animated, flashing or changing intensity lights, except for temporary holiday displays.

#### 5.9.4.6 ELECTROMAGNETIC INTERFERENCE.

No operations or activities shall be conducted that cause electrical disturbances to be transmitted across lot lines.

#### 5.9.4.7 ODORS, SMOKE, FUMES, DUST, PARTICULATE MATTER.

Uses that create odors, smoke, fumes, dust, particulate matter or other noxious related nuisances shall require a special use permit.

### 5.9.5 VIOLATIONS OF PERFORMANCE STANDARDS.

Any use existing prior to the effective date of this LDC, that does not comply with one or more of the standards of this section shall not be deemed nonconforming uses for the purposes of this LDC.

### 5.9.6 WARRANTS AND VARIANCES.

5.9.6.1 The Development Review Committee (DRC) has the discretion to approve any Administrative Plat, Site Development permit, and/or building permit that deviates less than five percent (5%) from any specefic standard prescribed in the LDC. If not approved or the deviation is greater than five percent (5%), the Applicant may request a Warrant or a Variance to the ZBA, The type of application is determinedd by the DRC. An appeal of a warrant denial by the DRC shall be heard by the ZBA for action. The DRC does not have the authority to determine variances. Variances shall be heard by the ZBA.

# 5.10 SIGN STANDARDS.

## 5.10.1 SCOPE AND PURPOSE.

Signs perform an important function by identifying businesses, services and events. Signs also direct vehicular and pedestrian traffic and warn people of dangers. The purpose of this Chapter is to regulate the size, illumination, movement, location, height, and condition of all signs placed on private property for exterior observation and provide uniform sign standards that:

(1) Promote community pride and a positive image of the City;

(2) Protect the rights of persons and businesses to freedom of speech under State of Texas [Texas Constitution Article I, Section 8] and Federal [United States Constitution, First Amendment] law;

(3) Ensure consistency with State statutes relating to sign regulation;

(4) Facilitate economic development;

(5) Reduce the confusion and traffic hazards that result from excessive and prolific use of sign displays;

(6) Promote public safety and protect persons and property by ensuring that signs do not create a hazard by:

  (a) Collapsing, catching fire, or otherwise deteriorating or decaying;

  (b) Confusing or distracting motorists;

  (c) Impairing drivers' ability by obstructing the awareness or visibility of pedestrians, obstacles, or other vehicles, or to read traffic-control devices or signs; or

  (d) Obstructing sidewalks and intersections which would hinder pedestrian safety;

(7) Control the number, size, height, location, lighting, and design characteristics of signs to avoid visual clutter which leads to decline in the community's appearance and property values, and reduces the effectiveness of the signs;

(8) Clearly identify various sign types by their physical and structural characteristics in order to:

  (a) Make the regulations easy to use;

  (b) Ensure proper dimensioning and placement with respect to existing and planned architectural features; and

  (c) To maintain or improve the aesthetic character of the context where the sign(s) are located;

  (d) Protect the residential amenities of people living in any adjoining residential units;

  (e) Implement the Envision Taylor Comprehensive Plan and other related plans; and,

  (f) Coordinate the City's sign regulations with the applicable Place Type zoning districts, in order to protect and promote the purpose and character of the Place Type zoning districts.

## 5.10.1.1 AUTHORITY:

(1) Authority to regulate signs. This section is authorized by Article XI § 5 of the Texas Constitution, Home Rule Authority inherent under the City Charter, and the Texas Local Government Code including, but not limited to Chapter 211, Municipal Zoning Authority, and Chapter 216, Regulation of Signs by Municipalities.

(2) Authority of sign administration. The Development Services Director or their designee shall administer and enforce the provisions of this section, including without limitation:

(a) Permits and fees. Issuing permits and collecting the fees required by this Chapter;

(b) Inspections. Conducting appropriate inspections to insure compliance with this Chapter;

(c) Appeals. Receiving and processing variances to the Zoning Board of Adjustment;

(d) Requiring compliance. Instituting legal proceedings, including suits for injunctive relief when necessary, to ensure compliance with this Chapter; and

(e) Violations. Investigating complaints of alleged violations of this Chapter.

## 5.10.1.2 APPLICABILITY:

(1) As of the effective date of this LDC, all erection, construction, modification, relocation, repair, maintenance, or conversion of signs within the City and its ETJ shall conform to the standards and requirements of this LDC, all State and Federal regulations concerning signs and advertising, and all applicable Building Codes.

(2) Signs are approved by issuance of a sign permit, as provided in Section 5.10.5 Sign Administration.

(3) There are some signs that do not require a permit, which are provided in Section 5.10.11 Signs Exempt from Requiring a Sign Permit. No sign permit is required for an exempt sign.

(4) Signs not expressly permitted as being allowed by right or by permit under this LDC, by specific requirements in another portion of this LDC, by master plan, or otherwise expressly allowed by the City Council or the Zoning Board of Adjustment are not allowed with the city limits or the ETJ. Prohibited Signs are discussed further in Section 5.10.12 Prohibited Signs.

(5) No restriction on content. No provision of this LDC shall be construed to regulate or restrict sign content or message. This LDC shall not be interpreted in a manner inconsistent with the United States Constitution's First Amendment guarantee of free speech.

(6) If any provision of this LDC is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this LDC that can be given effect without the invalid provision.

(7) These regulations are not intended to eliminate all the harms that may be created by the installation and display of signs. Rather, they seek to strike an appropriate balance that preserves alternative means of visual diisplay while reducing andd mitigating the extent of the harms caused by signs.

(8) It is unlawful for any person to erect, construct, modify, relocate, repair, or convert any sig within the City or its ETJ without first obtaining a sign permit from, and paying a permit fee to, the Development Services Director or their designee unless specifically noted otherwise in this Chapter.

(9) No person may install a sign or structurally alter an existing sign in conformity with this Chapter and other applicable City ordinances.

(10) A sign described in this Chapter shall comply with the restrictions provided in the sign standards and all applicable restrictions of this Chapter, other requirements of the City of Taylor Code of Ordinances, and applicable State or Federal law. In the case of any conflicts between this and other sign regulations, the most restrictive regulation applies unless the City's authority is preempted by a higher order of government.

## 5.10.2 TYPES OF SIGNS PERMITTED WITHIN EACH PLACE TYPE ZONING DISTRICT.

### TABLE 5.10.2(A): PERMITTED SIGNS BY PLACE TYPE

| SIGN TYPES | PLACE TYPES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | P1 | P2 | P2C | P2.5 | P3 | P3M | P4 | P5 | CS | EC |
| ADDRESS | P | P | P | P | P | P | P | P | P | P |
| NAMEPLATE | NP | NP | P | NP | NP | NP | NP | P | P | P |
| OUTDOOR DISPLAY CASE | NP | NP | P | NP | NP | NP | NP | P | P | P |
| AWNING | NP | NP | P | NP | NP | NP | NP | P | P | P |
| WINDOW | NP | NP | P | NP | NP | NP | P | P | P | P |
| BAND | NP | NP | P | NP | NP | NP | NP | P | P | P |
| BLADE / HANGING | NP | NP | P | NP | NP | NP | P | P | P | P |
| MARQUEE | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| SIDEWALK | NP | NP | NP | NP | NP | NP | P | P | P | P |
| YARD | NP | NP | NP | NP | NP | NP | NP | P | NP | P |
| ROOF | NP | NP | NP | NP | NP | NP | NP | NP | NP | NP |
| BANNERS | NP | NP | NP | NP | NP | NP | NP | P | P | P |
| MONUMENT | NP | NP | P | NP | NP | NP | NP | NP | P | P |
| POLE | NP | NP | P | NP | NP | NP | NP | NP | NP | P |

P = PERMITTED NP = NOT PERMITTED

## 5.10.3 TYPES OF SIGNS PERMITTED IN HISTORIC DISTRICT.

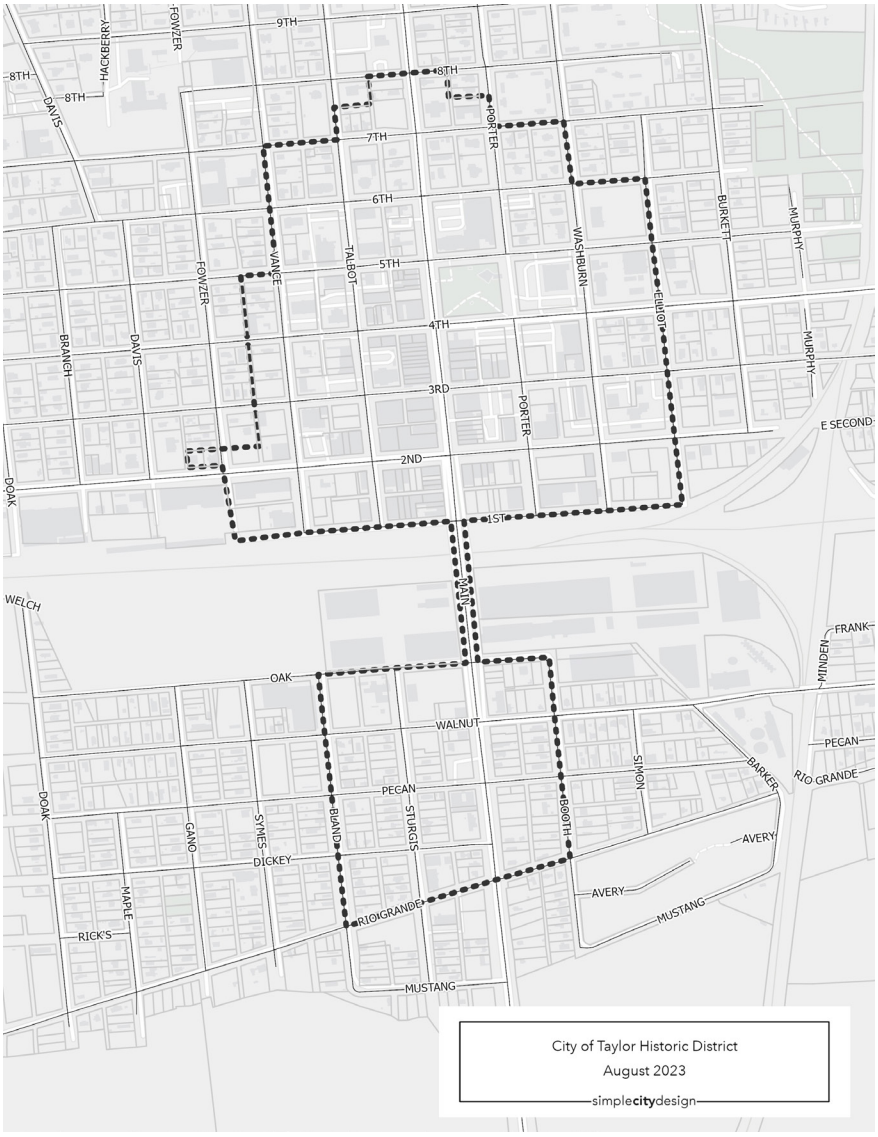
This section creates a special signage criteria for illuminated signs within the historic district of Downtown Taylor. The historic district is defined in the Historic Preservation chapter (see Chapter 6 and Figure 5.10.3(A) Historic District Map). The historic district incorporates Place Type zoning districts P5 and CS.

### 5.10.3.1 ILLUMINATION OF SIGNS.

The only permitted form of illumination in the historic district is external illumination or neon or faux neon signs.

(1) The standards for individual sign types in this LDC, indicate whether illumination is allowed, and the type of illumination allowed (external illumination, neon, faux neon or halo lit).

FIGURE 5.10.3(A): HISTORIC DISTRICT MAP.



(2) The following illumination requirements apply to all new signs:

(a) Illuminated signs shall comply with all applicable provisions of the Electrical Code of the City. All electrical connections to the sign shall be placed underground. Electrical transformer boxes and raceways shall be concealed from public view. If a raceway cannot be mounted internally behind the finished exterior wall, the exposed metal surfaces of the raceway shall be finished to match the background wall or integrated into the overall sign design. If raceways are necessary, they shall never extend in width or height beyond the area of the sign's lettering or graphics.

(b) Artificial light used in conjunction with the lighting of any sign shall not be directed or reflected onto any structure or constitute a hazard to the safe and efficient operation of vehicles upon a street or highway.

(c) No rotating beam or flashing beacon light shall be used on any sign or sign structure.

(d) The light source, shall be shielded from view or directed so that the light intensity or brightness is directed away from the public right-of-way or any residentially used property. Ground-mounted external flood lighting shall be shielded and properly placed and directed to avoid direct visibility of the directed light to passing motorists.

(e) No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use.

(f) Illumination by a projected light shall be an indirect spotlight or gooseneck down light. External lighting fixtures shall not cast light or glare in any direction other than on the elements of the sign. Such lighting shall be placed so as to provide even illumination to the signage and to avoid hot spots or dark areas on the signage.

(g) Illuminated signs adjacent to residentially used property shall shut off between the hours of 11:00 p.m. and 6:00 a.m. The sign shall include an automatic shut-off mechanism to ensure that the signs are not illuminated during the time provided above.

(h) Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, as measured using a footcandle meter. Illumination levels shall be measured in footcandles with a meter sensor in a horizontal position at an approximate height of three (3) feet above grade. Maximum illumination readings are to be taken directly beneath the luminaire. The point at which readings shall be taken is dependent upon the area classification and fixture arrangements.

(i) An illuminated sign shall not:

i. Be illuminated by flashing, intermittent, or moving lights;

ii. Include audio, pyrotechnic, or bluecasting (bluetooth advertising) components; or

iii. Consist of static image projected upon a stationary object.

iv. Animated or changeable electronic variable messages.

### 5.10.3.2 CONSTRUCTION STANDARDS.

General regulations.

(1) All signs and their locations shall comply with the provisions of the City's adopted Building and Electrical Codes as applicable and any additional standards stated in this section and other ordinances of the City.

(2) Supports and braces shall be an integral part of the sign design. Angle irons, chains, or wires used for supports or braces shall be hidden from public view to the extent technically feasible.

(3) Freestanding signs shall be self-supporting structures and be permanently attached to sufficient foundations.

(4) Attached signs must derive their principle and total support from the building to which they are attached.

(5) Electrical service to illuminated signs shall be concealed to the maximum extent practicable.

### 5.10.3.3 SIGN MAINTENANCE.

All signs in the City and ETJ shall be maintained in good repair, be safe, in clean condition and in working order at all times. The Development Services Director or their designee may order the painting, repair, or removal of a sign and accompanying landscaping which constitute a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.

## 5.10.4 SIGNS EXEMPT FROM REQUIRING A SIGN PERMIT.

The following signs authorized under this section are authorized in every Place Type zoning district or property in the ETJ without a permit unless specifically required below:

5.10.4.1 Government signs including signs placed by the City, State, or Federal government governing in their official capacity.

5.10.4.2 Traffic control devices that are erected and maintained to comply with the Texas Manual on Uniform Traffic Control Devices.

5.10.4.3 Signs required by other law, including Federal, State, or local law, including a sign that a property owner is required to post on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically; the owner must comply with the Federal, State, or local law to post a sign on the property.

5.10.4.4 Official governmental notices and notices posted by governmental officers in the performance of their duties for regulatory purposes such as neighborhood crime watch areas, to identify streets, or to warn of danger including those placed by the City, County, Federal, or State.

5.10.4.5 Signs displayed on trucks, buses, trailers, mobile food vendors, or other vehicles that are less than thirty-two (32) square feet and are being operated as motor vehicles, provided that the primary purpose of the vehicles is not for the display of signs and provided that they are parked in areas appropriate to their use as vehicles, are in operable condition and carry a current and valid license plate and state inspection tag. Vehicle signs shall conform to the following restrictions:

(1) Vehicular signs shall contain no flashing or moving elements;

(2) Vehicular signs shall not be attached to a vehicle so that the driver's vision is obstructed from any angle; and,

(3) Signs, lights, and signals used by authorized emergency vehicles shall not be restricted.

5.10.4.6 Vending machine signs where the sign face is not larger than the normal dimensions of the machine to which the sign is attached.

5.10.4.7 Memorial signs or tablets when cut into any masonry surface or attached to a building when constructed of bronze or other metal up to six (6) square feet as part of a building.

5.10.4.8 Real estate signs.

(1) Signs containing the message that the real estate where the sign is located is for sale, lease, or rent together with information identifying the owner or agent.

(2) A real estate sign may not exceed four (4) square feet in size for residential properties or sixteen (16) square feet in size for nonresidential properties.

5.10.4.9 Any sign wholly within the confines of a building and oriented to be out of view from outside the building more than three (3) feet from the shop window.

5.10.4.10 Any sign that is wholly within the confines of a sports field or court and oriented to be out of view from outside the field or court. No sign under this section may be larger than thirty-two (32) square feet. The maximum height for a field sign shall not exceed six (6) feet.

5.10.4.11 A non-commercial sign that is carried by a person or is a bumper sticker on a vehicle.

5.10.4.12 Business-related signs on or visible through doors or windows indicating: store hours, security systems, trade organization memberships, credit cards accepted, no solicitation, and open/closed. These signs will not count towards the cumulative sign area limits so long as their total cumulative sign area does not exceed five (5) square feet.

5.10.4.13 Signs at a residential property within Place Typs zoning districts P2, P2.5, P3, P3M, and P4 and comply with the following conditions:

(1) A property owner may place no more than three (3) signs on the residential property at any one time.

(2) The maximum surface area of the sign shall not exceed three (3) square feet.

(3) No external or internal illumination is permitted on the sign.

(4) The sign shall not be located in, on, or over a right-of-way or utility easement.

(5) If ground mounted, the maximum height of the sign shall not exceed three (3) feet above grade.

(6) If attached to a building or structure, the maximum height of the sign shall not exceed six (6) feet above grade.

(7) The sign must be a freestanding frame or building, wall, or fence securely attached to a

securely fasted to a and be well-maintained.

5.10.4.14 Flags used as political symbols being the United States and the state flags only.

5.10.4.15 One freestanding corporate flag per premise, not to exceed thirty-five (35) feet in height or one hundred (100) square feet in area is allowed in multi-family, commercial, and industrial zones or developments. Flag poles exceeding eithgt (8) feet in height still require a building permit.

## 5.10.5 SIGN ADMINISTRATION

### 5.10.5.1 SIGN PERMIT REQUIREMENTS.

(1) Application for permit. An application for a sign permit must be filed with the Development Services Director or their designee.

An application shall include:

(a) Authorization letter (signed and dated) from the property owner giving landowners permission for the sign placement on the property;

(b) Name and address of the property where the sign(s) are to be placed;

(c) Name, address, email address and telephone number of the owner of the property;

(d) Name, address, email address and telephone number of the applicant;

(e) Name, address, email address and telephone number of the contractor, if any, installing the sign;

(f) Name, address, email address and telephone number of the electrician, if any, doing electrical work on the proposed sign;

(g) Written description of the proposed signage;

(h) Date when the sign(s) are to be installed;

(i) Site plan or location plan to clearly identify the property and the position of the proposed sign(s);

(j) An accurate (scaled or clearly dimensioned) illustration including but not limited to, height, width, appearance of the proposed sign(s);

(k) For attached signs, an accurate (scaled or clearly dimensioned) illustration of the building façade the signs will be attached to showing the height, width, window areas, and design features of the building;

(l) Electrical plan, if applicable, showing all lighting details and shut-off switch;

(m) Details of the foundation for freestanding signs, if applicable;

(n) Details of any angle irons, chains or wires to be used a supports or braces for the proposed signs;

(o) Any warrant (or variance) that will be requested or has been approved and;

(p) The fee;

(2) Review and decision. After a complete application is filed, the Development Services Director or theeir designee shall approve, approve with conditions as needed to ensure compliance with this Chapter, or deny the sign permit. If the sign permit is denied the reasons for the denial will be provided in writing.

(3) Final inspection. After the sign permit has been issued and the sign is being constructed or erected, the sign contractor performing the work or service shall request that the Development Services Director or their designee conducts necessary inspection such as, but not limited to, foundation inspection, electrical inspection, and final inspection.

(4) Fees. Fees for sign permits shall be as specified in City of Taylor Fee Schedule for City Services – Planning and Development Services section. The sign permit fees shall be paid prior to plan review of the sign permit.

(5) Expiration of sign permits. If the approved sign(s) are not completely installed within six (6) months following the issuance of a sign permit, the permit shall be voided.

## 5.10.6 SIGNS REQUIRING A SIGN PERMIT.

### 5.10.6.1 ATTACHED OR BUILDING SIGNS.

An attached or building sign is an on-premises sign that is directly attached to, erected on, or supported by a building or other structure having a principal function other than the support of such sign.

Building signs types:

(1) Address Sign

(2) Nameplate Sign

(3) Outdoor Display Sign

(4) Awning Sign

(5) Window Sign

(6) Band Sign

(7) Blade Sign

(8) Marquee Signs

General Requirements:

(1) Size. The total maximum size of all the building signs combined may not exceed fifteen percent (15%) of the facade area of the tallest floor of the building to which the signs are attached are attached.

(2) Number. More than one building sign may be erected, provided the total surface area allowed, fifteen percent (15%) of the facade area of the tallest floor, is not exceeded.

(3) Height. No building sign may extend above the parapet wall or roof line of the building.

(4) Projection/Clearance. With the exception of a blade and marquee signs, no building sign may project more than six (6) inches from the building wall. The blade and marquee signs that project more than six (6) inches from the wall must maintain a clear height of at least eight (8) feet above the ground.

(5) Illumination.Building signs may only be externally illuminated. No sign may be illuminated except during operating hours of the use with which it is associated. Lighting shall be directed down toward the sign and shielded so that it does not shine directly into a public right-of-way and does not interfere with the safe vision of motorists or people passing by. An exception is made for neon-lit or faux neon-lit signs, which are internally illuminated. All standards must meet lighting standards within this LDC and the Outdoor Lighting Section of the Engineering Manual.

(6) No internally illuminated signs are permitted in the Historic District of Downtown Taylor except for neon or faux neon lit signs.

## 5.10.6.2 FREESTANDING SIGNS.

A freestanding sign is an on-premises sign not directly attached to, erected on, or supported by a building or other structure having a principal function other than the support of such sign, but instead attached to, erected on, or supported by some structure such as a pole, frame, or other structure that is not a part of the building.

Freestanding Signs Types:

(1) Sidewalk Sign

(2) Yard Sign

(3) Monument and Pole Signs

General Requirements:

(1) Size. Allocation of sign area is based on the linear frontage of the project site. A maximum sign area of one (1) square foot for each two (2) linear feet of frontage, provided that the maximum surface area does not exceed fifty (50) square feet.

(2) Number. One freestanding sign is allowed on any lot with a single frontage. On corner lots, two (2) freestanding signs are permitted but the combined surface area of both freestanding

signs cannot exceed fifty (50) square feet.

(3) Illumination. Freestanding signs may only be externally illuminated. Lighting shall be directed down toward the sign and shielded so that it does not shine directly into a public right-of-way and does not interfere with the safe vision of motorists or people passing by. An exception is made for neon and faux neon-lit signs, which are internally illuminated. All standards must meet the City's Code of Ordinances.

(4) Distance from curb/pavement:

(a) Distance form the curb/pavement shall mean the distance in feet from the curb or pavement edge to the nearest part of the sign.

(b) Height shall mean the sign measured from the ground level at the curb or pavement edge.

**TABLE 5.10.6.2 (A): DISTANCE FROM CURB/PAVEMENT**

| HEIGHT OF SIGN (FEET) | DISTANCE FROM CURB/PAVEMENT (FEET) |
|---|---|
| 4.5 | 10-15 |
| 8.0 | 15-20 |
| 11.0 | 20-25 |
| 14.0 | 25-30 |
| 16.0 | 30-35 |
| 19.0 | 35-40 |
| 21.0 | 40-45 |
| 23.0 | 45-50 |
| 26.0 | 50-55 |
| 29.0 | 55+ |

(5) Any requests for a pole sign higher than twenty-nine (29) feet above ground level and/or increase in maximum sign surface area of fifty (50) square feet require a sign variance unless a master sign proposal has been approved.

### 5.10.6.3 TEMPORARY SIGN(S) OR BANNER(S).

(1) Temporary signs of all types may be approved by variance for a thirty (30) day period only. Permitted materials shall be determined by variance.

(2) Temporary sign(s) or banner(s) to advertise special events within the city limits and the ETJ are permitted providing:

(a) A sign permit is submitted prior to the display of any temporary sign(s) or banner(s) for the special event being advertised; and

(b) All of the following conditions are met:

i. No more than three (3) temporary special event signs shall be displayed, at any one time, per non-residential property;

ii. Maximum of ten (10) different non-residential locations within the city limits and ETJ for each special event;

iii. No external or internal illuminations are permitted;

iv. The temporary sign shall not be located in, on, or over a right-of-way or utility easement or on public property, unless the event is sponsored by the public entity whose property the temporary sign is located;

v. The maximum surface area of each temporary sign shall not exceed thirty-two (32) square feet;

vi. The maximum height of each temporary sign above grade shall not exceed five (5) feet;

vii. The maximum duration for each temporary sign would be thirty (30) days prior to the special event and shall be removed within forty-eight (48) hours of the end of the special event;

viii. Each temporary sign or banner shall be securely attached and fastened to a building, wall, fence, or freestanding frame; and

ix. The event organizer obtained prior authorization from each landowner and identified the position and size of each sign at each location before submitting one (1) sign permit for up to ten (10) different locations.

(c) Banners are allowed only in non-residentially used locations. Applicants must apply for a banner sign permit prior to displaying the sign. Approved banner signs shall be displayed for thirty (30) consecutive days and for a maximum of ninety (90) days per calendar year. The following organizations shall be exempt from paying the banner permit fee:

i. Government/public agencies.

ii. Faith-based organizations.

iii. Non-profit organizations.

iv. Service clubs.

(d) Real Estate/Finance/Construction Signs.

i. One (1) real estate, finance, or construction sign not exceeding sixteen (16) square feet in total area for non-residential use or mixed-use use in P4, P5, and EC may be erected at any time while a building is under construction with a valid building permit, offered for sale or lease to the public.

ii. Properties with a minimum frontage of at least one hundred and fifty (150) feet shall be allowed one real estate sign, finance, or construction sign not

exceeding thirty-two (32) square feet in total area while a building is under construction with a valid building permit, offers for sale or lease to the public.

iii. All such signs shall be maintained by the persons in control of the premises so as to remain erect and in good repair. Such signs shall be removed by the property owner or other person in control of the premises if they are damaged, broken or incapable of remaining erect.

iv. Such signs must be removed by the owner or person in control of the premises when either the property has sold or been leased and/or when performance under the construction contract or subcontract (in the case of construction signs) has been completed. In all cases, financing and construction signs shall be removed prior to issuance of a certificate of occupancy.

## 5.10.7 SIGN STANDARDS.

### 5.10.7.1 ADDRESS SIGN

**DESCRIPTION:** A sign, generally applied to a building wall, that displays a building's address.




**ADDRESS SIGN SPECIFIC STANDARDS**

(1) Address sign numerals applied to a house-form residential, commercial, or office buildings shall be between four (4) and six (6) inches tall. Address sign numerals applied to individual dwelling units in apartment buildings shall be at least two (2) inches tall.

(2) Address signs shall be easily visible by using colors or materials that contrast with their background.

(3) Address signs shall be constructed of durable materials.

(4) The address sign shall be attached to the front of the building in proximity to the principal entrance or at a mailbox.

(5) Address signs shall not be internally illuminated.

**SPECIFICATIONS**

| | | | |
|---|---|---|---|
| **QUANTITY** | 1 per address maximum. | **DEPTH** | 3 inch maximum. |
| **AREA** | 2 square feet maximum. | **CLEARANCE** | 4.5 feet maximum. |
| **WIDTH** | 24 inch maximum. | **LETTER HEIGHT** | 6 inch maximum. |
| **HEIGHT** | 12 inch maximum. | **ADDITIONAL** | See 5.10.7 & 5.10.4 |

## 5.10.7.8 MARQUEE SIGN

**DESCRIPTION:** A structural feature of a building that provides shelter and sign space.




### MARQUEE SIGN SPECIFIC STANDARDS

(1) Marquees shall be located only above the principal entrance of a building.

(2) Marquees may encroach the public frontage to within two (2) feet of the curb.

(3) Marquees shall be located only above the principal entrance of a building.

(4) No marquee shall be wider than the entrance it serves, plus two (2) feet on each side thereof.

(5) Marquee signs that encroach into the public frontage shall clear the sidewalk by at least ten (10) feet measured vertically.

(6) Columns or posts may be used as supports for marquees eight (8) feet deep or deeper if approved by the Development Review Committee.

(7) All marquees, including anchors, bolts, supporting rods, and braces, shall be constructed of non-combustible materials and shall be designed by a structural engineer and submitted for approval to the building official.

(8) Marquee components and materials may vary. Anchors, bolts, and supporting rods should be limited to the interior of the marquee.

(9) Non-illuminated and static message boards shall be permittedd as part of marquees.

(10) A band sign shall be permitted above a marquee.

(11) Marquee signs shall not be internally illuminated.

### SPECIFICATIONS

| | | | |
|---|---|---|---|
| **QUANTITY** | 1 per business maximum. | **PROJECTION** | 4 feet - 10 feet. |
| **AREA** | N/A | **CLEARANCE** | 10 feet minimum. |
| **WIDTH** | Entrance plus 2 feet each side. | **LETTER HEIGHT** | N/A |
| **HEIGHT** | 50% story height maximum. | **DISTANCE FROM CURB** | 2 feet minimum. |
| | | **ADDITIONAL** | See 5.10.7 & 5.10.4 |

## 5.10.7.9 WINDOW SIGN

**DESCRIPTION:** A sign affixed to the interior or exterior of a window or placed within three (3) feet of a window for the purpose of being visible from the exterior of the window.




### WINDOW SIGN SPECIFIC STANDARDS

(1) Window signs shall not interfere with the primary function of windows, that is to enable passersby and public safety personnel to see through windows into premises and view product displays.

(2) Only the following window sign types shall be permitted:

(a) Vinyl applique letters applied to the window. Appliques shall consist of individual letters or graphics with no visible background.

(b) Letters painted directly on the window.

(c) Hanging signs that hang from behind the window.

(d) Neon or faux neon signs.

(e) Door signs applied to or hanging inside the glass portion of an entrance doorway.

(3) Window signs shall cover more than thirty percent (30%) of the total area of the window space onto which they are applied. Sign area shall be measured using smallest rectangle that fully encompasses the entire extent of letters, logo and background.

(4) Window signs may list services and/or products sold on the premises, or provide phone numbers, operating hours or other messages, provided that the total aggregate area of these messages not exceed the limit provided above.

### SPECIFICATIONS

| | | | |
|---|---|---|---|
| **QUANTITY** | 1 per window maximum. | **DEPTH** | N/A |
| **AREA** | 30% coverage per window. | **CLEARANCE** | 4 feet minimum. |
| **WIDTH** | N/A | **LETTER HEIGHT** | 8 inch maximum. |
| **HEIGHT** | N/A | **ADDITIONAL** | 5.10.7 & 5.10.4 |

## 5.10.7.10 NAMEPLATE SIGN

**DESCRIPTION:** A sign consisting of either a panel or individual letters applied to a building, listing the names of businesses or building tenants.




### NAMEPLATE SIGN SPECIFIC STANDARDS

(1) One (1) nameplate per address.

(2) Nameplates shall consist of either a panel or individual letters applied to a building wall within ten (10) feet of an entrance to the building.

(3) One (1) nameplate shall be permitted per address.

(4) Nameplates shall not exceed three (3) square feet.

(5) Nameplates shall be constructed of durable materials.

(6) Alley signs follow nameplate sign standards. Nameplate signs in alleys may be further than ten (10) feet from the entrance of the building if building does not have a public entrance from the alley.

### SPECIFICATIONS

| | | | |
|---|---|---|---|
| **QUANTITY** | 1 maximum. 1 maximum alley sign in addition. | **DEPTH** | 3 inches maximum. |
| **AREA** | 3 square feet maximum. 6 square feet maximum for alley signs. | **CLEARANCE** | 4 feet maximum. |
| **WIDTH** | 18 inches maximum. 24 inches for alley signs. | **LETTER HEIGHT** | N/A |
| **HEIGHT** | 2 feet maximum. 3 feet for alley signs. | **APEX** | 7 feet maximum. |
| | | **ADDITIONAL** | See 5.10.7 & 5.10.4 |

## 5.10.7.11 OUTDOOR DISPLAY CASE SIGN

**DESCRIPTION:** A sign consisting of a lockable metal or wood framed cabinet with a transparent window or windows, mounted onto a building wall or freestanding support. It allows the contents, such as menus or maps, to be maintained and kept current.




### OUTDOOR DISPLAY CASE SIGN SPECIFIC STANDARDS

(1) Outdoor display case shall not exceed six (6) square feet measured externally.

(2) Outdoor display cases may be externally or internally illuminated.

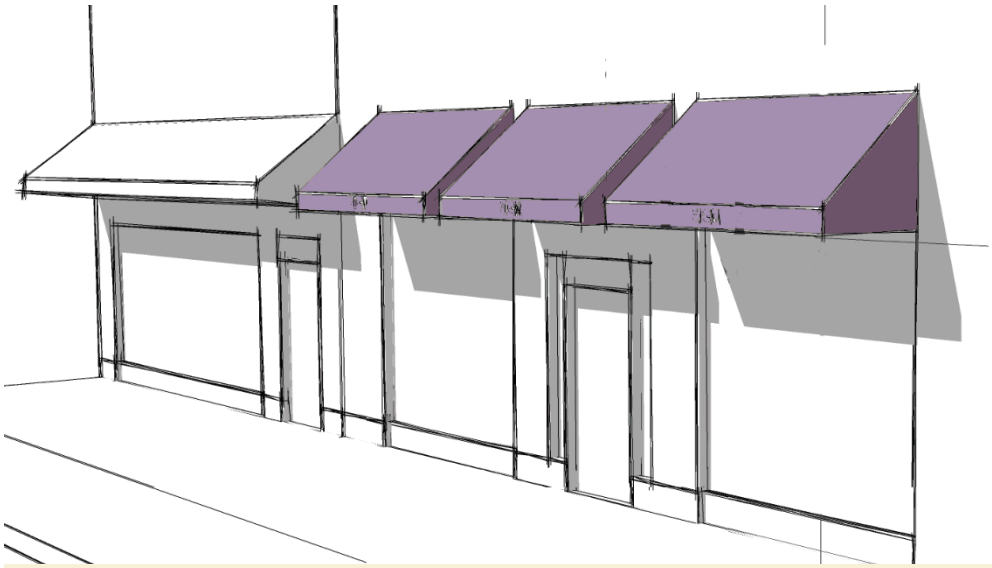
(3) Theaters may be permit larger outdoor display cases by variance.

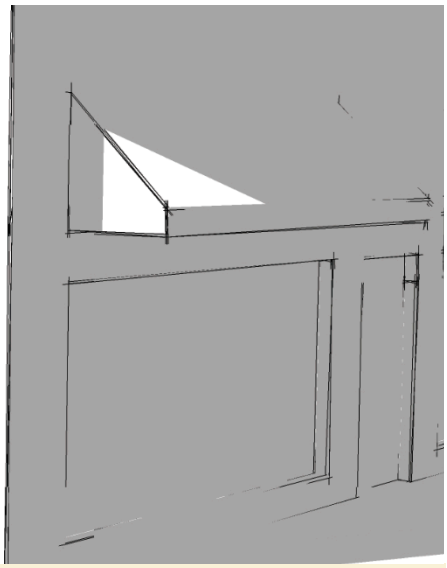
(4) Outdoor display cases shall not be attached to shopfront windows.

| SPECIFICATIONS | | | |
|---|---|---|---|
| **QUANTITY** | 1 maximum. | **DEPTH** | 5 inches maximum. |
| **AREA** | 6 square feet maximum. | **CLEARANCE** | 4 feet minimum. |
| **WIDTH** | 3.5 feet maximum. | **LETTER HEIGHT** | N/A |
| **HEIGHT** | 3.5 feet maximum. | **ADDITIONAL** | See 5.10.7 & 5.10.4 |

## 5.10.7.4 AWNING SIGN

**DESCRIPTION:** Lettering applied directly on the valance or other vertical portion of an awning.





### AWNING SIGN SPECIFIC STANDARDS

(1) Awning signage shall be limited to no more than seventy percent (70%) of valance of the awning or the vertical portion of a dome awning.

(2) The height of the valance shall not exceed twelve (12) inches.

(3) Awning signs shall contain only the business name, logo, and/or street address.

(4) The following variations of awnings, with or without sign bands, are permitted: (a) fixed or retractable; awnings; (b) shed awnings; (c) dome awnings.

(5) Other awning types may be permitted by variance.

(6) Signage shall be limited to the valance of the awning or the vertical portion of a dome awning.

(7) No portion of an awning shall be lower than eight (8) feet clearance.

(8) Awnings shall be a minimum of four (4) feet in depth.

(9) Awnings shall not extend beyond the width of the building or tenant space, nor encroach above the roof line or the story above.

(10) Letters, numbers, and graphics shall cover no more than seventy percent (70%) of the valance area.

(11) Awning signs shall not be internally illuminated or backlit.

### SPECIFICATIONS

| | | | |
|---|---|---|---|
| **QUANTITY** | 1 per window maximum. | **DEPTH/PROJECTION** | 4 feet minimum. |
| **AREA** | N/A | **CLEARANCE** | 8 feet minimum. |
| **WIDTH** | 70% of the width of face maximum. | **LETTER HEIGHT** | 5 - 12 inches. |
| **HEIGHT** | N/A | **DISTANCE FROM CURB** | 2 feet minimum. |
| **VALANCE HEIGHT** | 12 inch maximum. | **ADDITIONAL** | See 5.10.7 & 5.10.4 |

## 5.10.7.6 BAND SIGN

**DESCRIPTION:** A sign that is attached flat on the exterior front, rear, or side wall of any building or other structure.




### BAND SIGN SPECIFIC STANDARDS

(1) Band sign limited to ninety percent (90%) of the width of the building facade shall be permitted for each building with a commercial use and a valid certificate of occupancy.

(2) One (1) band sign is permitted on each first story facade of the building.

(3) Band signs shall include only letters, background, lighting, and an optional logo. Information shall consist only of the name and/or logo of the business. Band signs shall not list products, sales, or other promotional messages, or contact information.

(4) The following band sign construction types are permitted except for the Historic District of Downtown Taylor (See 5.10.3):

(a) Cut-out letters. Letters shall be individually attached to the wall or on a separate background panel, and shall be externally illuminated.

(b) Flat Panel. Letters shall be printed or etched on same surface as the background, that is then affixed to the wall and externally illuminated.

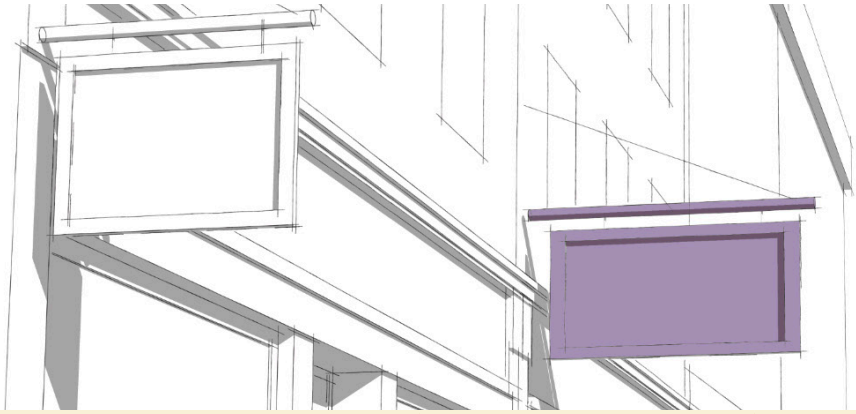
(c) Channel letters by varriance. Each letter shall have its own internal lighting element, individually attached to the wall or onto a separate background panel. The letter shall be translucent, or solid to create a backlit halo effect.

### SPECIFICATIONS

| | | | |
|---|---|---|---|
| **QUANTITY** | 1 maximum. 2 maximum for corner buildings. | **DEPTH/PROJECTION** | 7 inch maximum. |
| **AREA** | 1.5 square feet per linear feet of facade. | **CLEARANCE** | 7 feet minimum. |
| **WIDTH** | 90% maximum width of facade. | **LETTER HEIGHT** | 18 inch maximum. |
| **HEIGHT** | 3 feet maximum. | **CLEARANCE** | 7 feet minimum. |
| **ILLUMINATION** | External permitted, internal requires variance | **ADDITIONAL** | See 5.10.7 & 5.10.4 |

## 5.10.7.7 BLADE SIGN

**DESCRIPTION:** A sign mounted on the building facade, projecting at a 90-degree angle.



### BLADE SIGN SPECIFIC STANDARDS

(1) Blade signs shall be permitted only for businesses that have a principal entrance on the first story and have a valid certificate of occupancy.

(2) One (1) blade sign shall be permitted for each unit if the facade is no more than five (5) feet from the front property line.

(3) Businesses that have a secondary property line that is no more than two (2) feet from the facade shall be permitted one (1) additional blade sign on the secondary facade.

(4) Blade signs may encroach into the public frontage up to four (4) feet and shall clear the sidewalk by at least eight (8) feet measured vertically.

(5) Blade signs shall be limited to the name and/or logo of the business.

(6) Slogans, address labels, operating hours and contact information shall not be permitted on a blade sign.

(7) Blade signs may be double-sided.

(8) Blade signs shall not encroach above the roof line nor above the bottom of the second story window.

(9) Mounting hardware, such as supports and brackets, may be simple and unobtrusive or highly decorative, but shall complement the design of the sign, the building, or both.

(10) For buildings with multiple signs, mounting hardware or sign shapes, sizes and colors shall be coordinated.

(11) Blade signs shall be internally illuminated.

### SPECIFICATIONS

| | | | |
|---|---|---|---|
| **QUANTITY** | 1 per facade maximum. 2 maximum for corner buildings. | **DEPTH/PROJECTION** | 4 feet maximum. |
| **AREA** | 6 square feet maximum. | **CLEARANCE** | 8 feet minimum. |
| **WIDTH** | 4 feet maximum. | **LETTER HEIGHT** | 8 inches maximum. |
| **HEIGHT** | 4 feet maximum. | **ADDITIONAL** | See 5.10.7 & 5.10.4 |

## 5.10.7.12 SIDEWALK SIGN

**DESCRIPTION:** A movable freestanding sign that is typically double-sided, placed at the entrance to a business to attract pedestrians.




### SIDEWALK SIGN SPECIFIC STANDARDS

(1) Sidewalk signs shall consist of freestanding, double-sided temporary signs placed at the entrance to a business in a primarily pedestrian environment.

(2) Sidewalk signs shall be removed at the close of business each day.

(3) One (1) sidewalk sign shall be permitted per business with a valid certificate of occupancy at that location.

(4) Sidewalk signs shall not exceed four (4) feet in height or three (3) feet in width.

(5) Sidewalk signs shall be moved inside during high winds or other weather conditions that might pose a hazard to public safety.

(6) Sidewalk signs must be weighed down to prevent tipping, collapsing or being blown away.

(7) Sidewalk signs shall not be left out on the sidewalk overnight.

### SPECIFICATIONS

| | | | |
|---|---|---|---|
| **QUANTITY** | 1 per building maximum. | **PROJECTION** | 3 feet maximum. |
| **AREA** | 12 square feet maximum. | **CLEARANCE** | 4 feet maximum. |
| **WIDTH** | 3 feet maximum. | **LETTER HEIGHT** | N/A |
| **HEIGHT** | 4 feet maximum. | **APEX** | 4 feet maximum. |
| | | **ADDITIONAL** | See 5.10.7 & 5.10.4 |

## 5.10.7.13 YARD SIGN

**DESCRIPTION:** A permanent freestanding sign in the Private Frontage, including a supporting post or posts.




### YARD SIGN SPECIFIC STANDARDS

(1) One (1) single or double-post yard sign may be placed within the private frontage and first layer of a lot.

(2) One (1) single or double-post yard sign for each business may be permitted by variance.

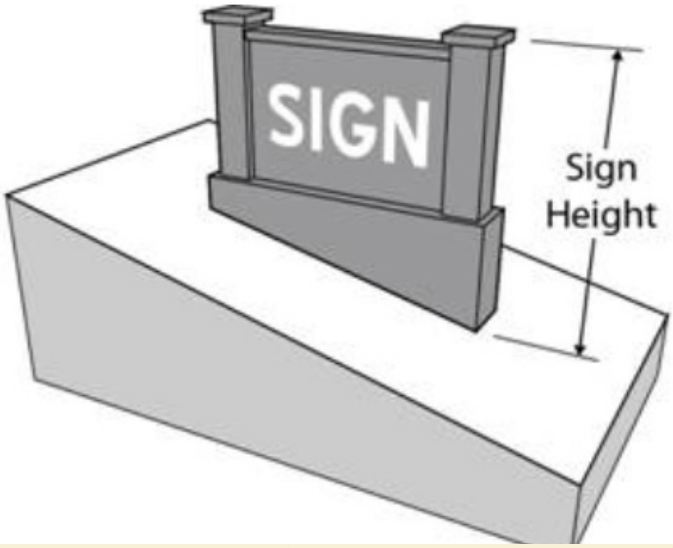
(3) The yard sign must be set back at least six (6) feet from the front property line, does not exceed six (6) square feet in area excluding posts, and does not exceed six (6) feet high including posts, measured from the ground at the post location.

### SPECIFICATIONS

| | | | |
|---|---|---|---|
| **QUANTITY** | 1 per lot maximum. | **DEPTH** | N/A. |
| **AREA** | 6 square feet maximum. | **CLEARANCE** | Minimum 3 feet above ground level. |
| **WIDTH** | 3 feet maximum (not counting post.) | **LETTER HEIGHT** | 8 inch maximum. |
| **HEIGHT** | 2 feet maximum (not counting post.) | **APEX** | Maximum 6 feet to top of post from ground level. |
| | | **ADDITIONAL** | See 5.10.7 & 5.10.4 |

## 5.10.7.14 MONUMENT AND POLE SIGN

**DESCRIPTION:** A sign permanently affixed to the ground at its base or by poles that are enclosed by natural stone, stucco, brick, or wood and not mounted to any part of a building. Pole(s) may be used to construct a monument sign so long as the poles are not visible below the sign.







### MONUMENT AND POLE SIGN SPECIFIC STANDARDS

(1) A monument sign can be defined as a ground sign generally having a low profile with little or no open space between the ground and the sign and having a structure constructed of masonry, wood, or materials similar in appearance.

(2) One (1) monument or pole sign permitted on each lot with a valid certificate of occupancy.

(3) See setback requirements in Section 5.10.6.2 Freestanding Signs.

(4) How to measure:

(a) Maximum total height is measured from the finished grade at the center of the sign. If the finished grade at the center of the sign is higher than the finished grade of the closest paved surface, then the height shall be measured from the finished grade of the closest paved surface.

(b) The monument base shall be a maximum of two (2) feet in height and shall be included in the calculation of maximum total height.

(c) A monument sign width cannot exceed four (4) times the allowable sign height.

### SPECIFICATIONS

| | | | |
|---|---|---|---|
| **QUANTITY** | 1 maximum per frontage. | **HEIGHT TO WIDTH RATIO** | 4:1 minimum. |
| **AREA** | 16 square feet maximum for monument siign.<br><br>50 square feet maximum for pole sign. | **HEIGHT** | See table 5.10.7.2 |
| | | **ADDITIONAL** | See 5.10.7 & 5.10.4 |

## 5.10.8 TAYLOR MUNICIPAL AIRPORT.

No sign shall be constructed to a height that violates any maximum height restrictions established by the State Department of Transportation and/or the Federal Aviation Administration.

## 5.10.9 POLITICAL SIGNS.

Except as provided in subsection 5.10.9.1 below, it shall be unlawful for any person to post a political campaign sign on or over any public property in the City.

5.10.9.1 A temporary political campaign sign or literature may be placed on public property that serves as an early voting location or an election day voting location. Only signs and literature that refer to a candidate or issue that is on the ballot at a particular voting location may be placed at that voting location. A maximum of ten (10) signs per candidate or issue may be placed at each polling location. Each temporary political sign or literature placed on public property being used as a polling location may not:

(1) Have an effective area greater than three (3) square feet;

(2) Be more than four (4) feet high;

(3) Be illuminated or have any moving elements;

(4) Be within one hundred (100) feet of an outside door through which a voter may enter the public building;

(5) Be on driveways, parking areas, or medians within parking areas on the premises, with the exception of political campaign signs attached to vehicles lawfully parked at the premises;

(6) Be attached, placed or otherwise affixed in any area designated as a planting or landscaped area or to any tree, shrub, building, pole or other improvement;

(7) Be placed within ten (10) feet of the public roadway adjacent to the premises;

(8) Be placed on the premises earlier than twenty-four (24) hours before the commencement of early voting if being placed at an early voting location or the commencement of election day voting if being placed at an election day voting location; and

(9) Remain on the premises more than twenty-four (24) hours after early voting has ended if placed at an early voting location or after election day voting has ended if being placed at an election day voting location.

5.10.9.2 In a campaign for political office, the candidate for such office shall be deemed the person responsible for the posting of political campaign signs, unless he first notifies the City Clerk of another person who is responsible. In such cases, the candidate shall provide the name, address, telephone number, and signed consent of such other responsible person. In a campaign regarding a ballot measure, the president of the committee supporting or opposing such ballot measure shall be deemed responsible, unless he first notifies the City Clerk of another person responsible, in the manner described above. Such candidate, committee president, or other designated person shall be subject to prosecution for any violation of this section.

5.10.9.3 Members of the City staff are hereby authorized and directed to remove any political campaign sign found posted within the corporate limits of the City when such sign is in violation of the

provisions of this section.

5.10.9.4 All political campaign signs posted on public property in violation of this section are hereby declared to be public nuisances and may be abated as such by the City. All political campaign signs posted on public property shall be deemed to be abandoned and shall become the property of the City and may be disposed of at the discretion of the City.

## 5.10.10 SIGN ADMINISTRATION - PERMITTING.

5.10.10.1 The City shall promptly process the sign permit application and approve the application, reject the application, or notify the applicant of deficiencies in the application within twenty-one (21) calendar days after full payment for the sign permit. Any application that complies with all provisions of this LDC, the Building Code, and other applicable laws, standards, and ordinances shall be approved after a plan review of the sign document.

(1) If the application is rejected, the City shall provide, in writing, a list of the reasons for the rejection. An application shall be rejected for non-compliance with the terms of this LDC, Building Code, Engineering Manual, or other applicable laws, standards, or ordinance. If the permit application does not comply with the City ordinances after one resubmission and review by City and no variances have been applied for, the applicant must pay a reapplication fee for each and every subsequent resubmission before the City will review each application again.

(2) If the City have not determined the sign permit within twenty-one (21) calendar days after full payment of the sign permit, the applicant can request a determination by the ZBA. This does not apply to Master Sign Plans.

5.10.10.2 If a sign is not completely installed within six (6) months following the issuance of a sign permit, the permit shall be void. The City may revoke a sign permit under any of the following circumstances:

(1) The City determines that information in the application was materially false or misleading;

(2) The sign as installed does not conform to the sign permit application;

(3) The sign violates this LDC, Building Code, Engineering Manual, or other applicable law, standard, or ordinance; or

(4) The City determines that the sign is not being properly maintained or has been abandoned.

5.10.10.3 If the City denies a permit, the applicant may appeal through a variance to the ZBA

5.10.10.4 All applications for permits shall include a drawing to scale of the proposed sign and all existing signs maintained on the premises and visible from the right-of-way, a drawing of the lot plan or building facade indicating the proposed location of the sign, and specifications for its construction, lighting, motion, and wiring, if any. All drawings shall be of sufficient clarity to show the extent of the work.

5.10.10.5 Only those individuals who properly obtained a permit from the City, the City's designee, or other statutorily required permit or approval shall receive a permit to erect or alter any sign. Permits for the installation, erection, or alteration of any electrical components on a sign shall be issued only to those individuals who hold a commercial sign operator's license and master electrician's license. It is an offense for any person licensed under the provisions of this LDC to obtain a permit on

behalf of, or for the benefit of, any unlicensed person whose business activities are such that such unlicensed person would need a license to obtain a permit.

5.10.10.6 No permit for the erection or alteration of any sign over any sidewalk, alley, or other public property, or on or over any roof or building shall be issued to any person except upon the condition that the permit may be withdrawn at any time, at which time the sign shall be immediately removed by the responsible party, who will also be liable under the penalties provided for in this LDC.

5.10.10.7 A new permit shall not be issued when:

(1) An existing billboard (off-premises) sign is in a deteriorated, unsafe, or unsightly condition.

(2) A sign on the premises is not in compliance with this LDC.

(3) Written authorization of the property owner where the sign is to be placed has not been obtained.

(4) No inspections have been scheduled or there are failed inspections on a previous site permit issued at the property.

(5) No permit shall be issued until all applicable fees have been paid to the City. Fees may be subject to change without prior notification. The sign permit fee schedule shall be in accordance with the fee schedule enacted by the City Council.

(6) Before any permit may be issued for a new sign under this Chapter, the responsible party shall modify or remove any of its own nonconforming signs on the same property which they are responsible for to conform to the provisions of this Chapter. This provision does not apply to real estate signs, banners, temporary signs, or sidewalk signs. This provision does not apply to nonconforming signs with a variance.

## 5.10.11 PROHIBITED SIGNS.

5.10.11.1 All signs are prohibited in the city limits and the ETJ unless:

(1) Constructed, maintained, structurally altered, or improved pursuant to a valid permit when required under this LDC; and,

(2) Expressly authorized under this LDC.

5.10.11.2 Signs that cannot be expressly authorized include:

(1) All Internally illuminated signs except for

(a) Neon signage and faux neon signage in the Historic District of the City of Taylor, and

(b) Neon signage, faux neon signage, halo backlighting and channel cut letters where only the letters or business symbols are illuminated outside the Historic District.

(2) Animated or changeable electronic variable message signs.

(3) Signs located in or projected over any public right-of-way or across the public right-of-way extended across a railroad right-of-way, except when attached to and projecting no more than eighteen (18) inches from a building wall legally located at or near the right-of-way line in the city limits or in the ETJ.

(4) Portable signs.

(5) Off-premise signs (including billboards) containing commercial advertising for the sale, rent, or lease of goods, real property, or services.

(6) Signs with lights that blink, fluctuate, flash, or move. Light rays must shine only upon the sign and upon the property within the premises where the sign is located.

(7) Signs that emit sound, odor, pyrotechnic, blue casting (bluetooth advertisements) or visible matter components.

(8) Signs of size, location, movement, coloring, or manner of illuminating that may be confused with or construed as a traffic control device.

(9) Signs that are attached to any utility pole or wire, traffic sign, or public easement, trees, shrubs, mailboxes, benches, tires, pallets, or similar structures, or are placed on a government-owned property unless placed by written permission of the governmental entity.

(10) Signs that obstruct any fire escape, required exit, window, or door opening intended as a means of egress.

(11) Feather banners.

(12) Commercial signs or advertising materials that are worn, held, or attached to a person's body advertising the sale of goods, real property, or services.

(13) Balloon signs.

(14) Banners in Place Type zoning districts: P1, P2, P2.5, P3, P3M.

(15) Inflatable signs.

(16) Pennants.

(17) Pole signs other than along Highway 79 and North Main Street.

(18) Roof signs (including signs that are otherwise authorized but are placed on a roof or on a mobile food vendor or vehicle).

(19) Signs on vacant lots or undeveloped property without a building permit except for a valid real estate sign.

(20) Signs painted on rooftops.

(21) Signs placed or attached to trees, bushes, planters, benches, or other pedestrian elements.

(22) Flags with a commercial message.

(23) Signs with prohibited illumination.

(24) Off-premises signs (billboard)

(a) No permit for alteration or relocation may be issued for an off-premises sign.

(b) An off-premises sign may not be altered regarding the amount of surface area, shape, orientation, height, illumination, or location without the prior issuance of a sign

alteration or relocation permit. Ordinary and routine necessary repairs that do not change the size, shape, orientation, height, illumination, or location of an inventoried off-premises sign do not require an alteration permit. A sign alteration permit expires if the approved modifications are not completed within ninety (90) days of permit issuance.

(c) If the City finds that any off-premises sign is not maintained in good repair, the City will notify and order the owner to repair the sign within thirty (30) calendar days. If the City finds that the sign structure or sign area of an off-premises sign has deteriorated more than sixty percent (60%) of its replacement value or is not repaired within thirty (30) calendar days, the City shall notify the owner of the off-premises sign and the owner of the real property where the off-premises sign is located to remove the off-premises sign or poster panel from the property within a specified time. Replacement of more than sixty percent (60%) of an off-premises sign during one calendar year shall void the legal nonconforming status of the sign and require immediate removal or conformance with current standards. All off-premises signs ordered to be removed shall be stricken from the authorized list.

(d) No existing billboard shall exceed forty (40) feet in height from the ground level. No existing billboard shall interfere with the visibility of pedestrians or drivers of motor vehicles at street intersections or otherwise obstruct traffic or create a traffic hazard.

## 5.10.12 NONCONFORMING SIGNS.

5.10.12.1 Signs in existence prior to this LDC. A sign existing on the effective date of this LDC that violates this LDC or any other ordinance, and a sign that comes under the jurisdiction of this LDC due to the expansion of the City, is a legal nonconforming sign and may be continued, repaired, and maintained in good condition, but may not be otherwise altered, enlarged upon, or expanded. However, the content of the sign can be changed.

5.10.12.2 Voluntary removal of a nonconforming sign for purposes other than maintenance shall terminate its status as a legal nonconforming sign. Replacing a sign cabinet is not considered maintenance.

# 5.11 ENFORCEMENT

## 5.11.1 BENEFICIARY PRESUMED.

5.11.1.1 The primary beneficiary of any sign installed, used, or maintained in violation of this sign Ordinance, as amended, is presumed to have authorized or caused, either directly or indirectly, the installation, use or maintenance of the sign in violation of this Ordinance.

5.11.1.2 If the Sign Administrator determines that any sign is installed, used, or maintained in violation of this Sign Ordinance, as amended, the Sign Administrator shall provide written notice to the owner or primary beneficiary of such sign. A reasonable period of time will be given to remove the sign, or, to remedy all nonconforming or nuisance elements of the sign and bring it into compliance with the Sign Ordinance. This notice shall be provided to the owner or primary beneficiary of the sign by certified and first class mail or by personal delivery.

5.11.1.3 The owner or primary beneficiary who violates or causes, allows or permits a violation of this sign Ordinance shall be deemed guilty of a misdemeanor and upon conviction in the Municipal Court of the City shall be subject to a fine in accordance with the general penalty for violations of the City of Taylor Land Development Code and City of Taylor Code of Ordinances, as amended.

5.11.1.4 In addition, and without prejudice to, the penalties and remedies stated herein, the City may also enforce these provisions and pursue any and all available legal remedies, including but not limited to injunctive relief and recovery of damages and/or civil penalties under chapter 54 of the Texas Local Government Code, as amended.

5.11.1.5 If the person fails to alter or remove the sign or comply with this sign Ordinance within the period of time prescribed by the notice of violation or, the Municipal Court ruling, the Sign Administrator may enter the property and cause the sign to be altered or removed to effect the compliance with this sign Ordinance, as amended, at the expense of the primary beneficiary. A sign removed under this provision shall be held for a period of no less that 30 days after its removal and before disposal of the removed sign. The Sign Administrator shall return the sign to its owner upon payment of the incurred removal expenses and storage fees.

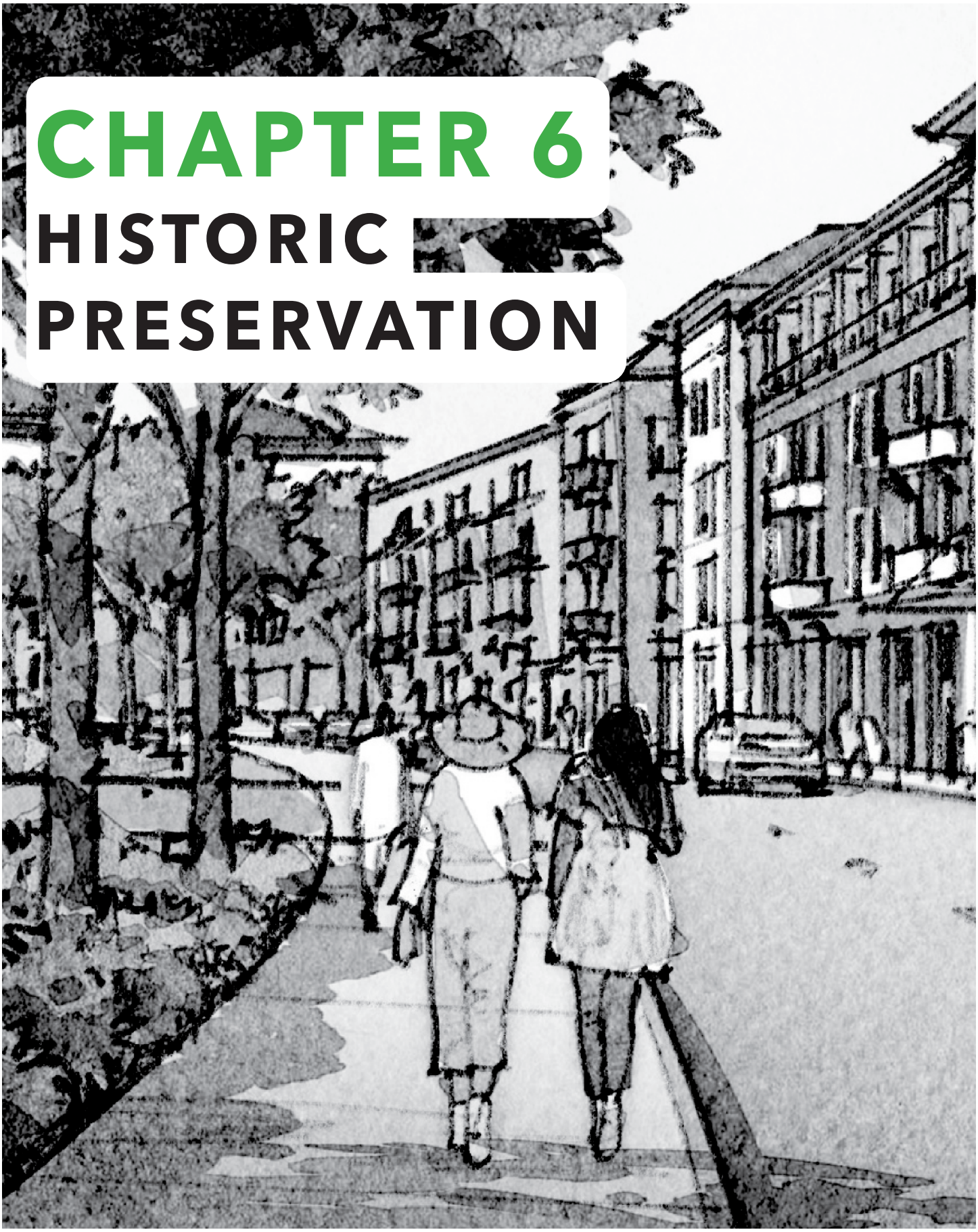
5.11.1.6 The Sign Administrator shall notify the owner or person entitled to possession of the sign or property of the total actual expenses incurred for the alteration or removal of the sign. If that person fails within 30 days after the date of notification to pay the entire expenses of the repair, alteration, removal or storage costs, then the expenses may be recorded as a lien against the property. These expenses shall include:

(A) The actual cost of repair or removal of the sign plus storage costs and administrative costs;

(B) An amount representing penalty and interest at the prevailing judgement rate for the cost of collection; and

(C) Reasonable attorney's fees.

5.11.1.7 If expenses are incurred for the alteration or removal of a sign pursuant to this subsection, no permit shall be renewed or issued for the property upon which any such sign exists or existed unless and until such expenses authorized by this subsection are paid in full.



# CHAPTER 6
# HISTORIC PRESERVATION

# 6.1 HISTORIC PRESERVATION

## 6.1.1 PURPOSE

The City Council of Taylor, Texas, hereby declares that as a matter of public policy the protection, enhancement, and perpetuation of landmarks and districts of historical and cultural importance and significance is necessary to promote the economic, cultural, educational, and general welfare of the public. This ordinance is intended to:

(1) Protect and enhance the landmarks and districts which represent distinctive elements of Taylor's historic, architectural, and cultural heritage;

(2) Foster civic pride in the accomplishments of the past;

(3) Protect and enhance Taylor's attractiveness to visitors and the support and stimulus to the economy thereby provided;

(4) Insure the harmonious, orderly, and efficient growth and development of the City that is sensitive to its historic resources;

(5) Promote economic prosperity and welfare of the community by encouraging the most appropriate use of historic properties within the City;

(6) Encourage stabilization, restoration, and improvements of such properties and their values by offering incentives for rehabilitation.

## 6.1.2 HISTORIC PRESERVATION OFFICER

The City Manager or their designee shall appoint a qualified City official or staff person to serve as Historic Preservation Officer (HPO). The City may utilize in-house staff or contract using those individuals whose expertise are required to deliberate on specific, related matters. In addition, the planning department will be responsible for coordinating the City's preservation activities with those of state and federal agencies and with local state, and national preservation organizations.

Responsibilities. The HPO shall be empowered to:

(1) Administer this LDC and advise the HPC on matters submitted to it.

(2) Maintain and hold open for public inspection all documents and records pertaining to the provisions of this LDC.

(3) Receive and review all applications pursuant to this LDC to ensure their completeness.

(4) Review and take action on all certificates of appropriateness applications subject to administrative review pursuant to this LDC.

(5) Review and forward with any recommendations all applications for certificates of appropriateness subject to review by the HPC pursuant to this LDC.

(6) Ensure proper posting and noticing of all Commission meetings, schedule applications for Commission review, provide information packets to its members prior to the meetings, record meeting minutes, and facilitate all Commission meetings.

(7) Review and help coordinate the City's preservation and urban design activities with those of local, state, and federal agencies and with local, state, and national preservation organizations in the private sector.

## 6.1.3 CRITERIA FOR DESIGNATION OF HISTORIC PROPERTIES OR DISTRICTS

The HPC shall use criteria for evaluation of significance of an historic landmark or historic district as established by the National Park Service for use in the administration of the National Register of Historic Places. The HPC shall refer to the National Register Bulletin No. 15, How to Apply the National Register Criteria for Evaluation, published by the National Park Service, for further guidance in the application of these criteria.

6.1.3.1 The following criteria shall be considered in determining whether historic overlay zoning should be applied to an individual property or historic district:

(1) Association with events that have made a significant contribution to the broad patterns of our history.

(2) Association with the lives of persons significant in our past.

(3) Embodiment of the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.

(4) Archaeological value, in the sense that the property has yielded, or may be likely to yield, information important in prehistory or history.

6.1.3.2 Where the designation is made based on the general character of the proposed historic district, these findings may include, but shall not necessarily be limited to:

(1) Scale of buildings and structures typical of the area.

(2) Architectural style typical of the area.

(3) Architectural period typical of the area.

(4) Building materials typical of the area.

(5) Colors used in buildings typical of the area.

(6) Signage and street furniture typical of the area.

(7) Landscapes typical of the area.

(8) Typical relationships of buildings to the landscapes in the area.

(9) Typical relationships of buildings in the area to the street.

(10) Setbacks and other physical patterns of buildings in the area.

(11) Typical patterns of rooflines of buildings in the area.

(12) Typical patterns of porch and entrance treatments of buildings in the area.

Where the designation is made based on the character of a limited number of specific buildings

in the proposed historic district, the findings may include, but shall not necessarily be limited to:

(1) Architectural style of the buildings.

(2) Architectural period of the buildings.

(3) Textures of materials used in the buildings.

(4) Colors of the materials used in the buildings.

(5) Rooflines of the buildings.

(6) Porch and entrance treatments of the buildings.

(7) Height and mass of the buildings.

(8) Relative proportions of the buildings (width to height, width to depth).

6.1.3.3 Already listed properties. Properties that, as of the date of the adoption of this LDC, are listed as a Recorded Texas Historic Landmark (RTHL) or State Archaeological Landmark (SAL), or that are listed individually or within an historic district on the National Register of Historic Places (NR) shall be considered eligible for designation as historic landmarks pursuant to this LDC. The HPO shall compile a list of such properties and shall initiate an application for historic overlay zoning for each property so identified, pursuant to this LDC. The HPC may establish a process by which it identifies additional properties that are so recognized on the National Register or by the State, either on an annual basis or as such properties are listed and that information becomes known to the HPC and may direct the HPO to initiate applications for historic overlay zoning for those properties, pursuant to this LDC.

## 6.1.4 DESIGNATION PROCESS FOR LOCAL HISTORIC LANDMARKS AND DISTRICTS

6.1.4.1 These provisions pertaining to the designation of historic properties constitute a part of the comprehensive zoning plan of the City. Owners of proposed historic properties shall be notified prior to the HPC hearing on the recommended designation. At the HPC's public hearing, owners, interested parties, and technical experts may present testimony or documentary evidence, which will become part of a record regarding the historic, architectural, or cultural importance of the proposed historic property. The City may designate a historic landmark without the property owner's approval.

6.1.4.2 The procedure for designating a historic landmark or to establish or amend a historic district may be initiated by the City, or by the individual property owner(s), or by at least twenty percent (20%) of the residents of the potential district. An application for designation shall be made on forms as prescribed by the City and shall be filed with the HPO along with any fees in accordance with the municipal fee schedule. Buildings, structures, sites or areas located within the City which substantially comply with the criteria found in this LDC may be recommended by the HPC to the City Council as historic landmarks or historic districts.

The application shall contain:

(1) For a proposed historic landmark, the name, address, telephone number of applicant, and physical address of the property.

(2) For a proposed historic district, the name, address, telephone number of applicant, and no

more than ten percent (10%) negative responses from owners of properties in the proposed district; where a poll has been taken, each property is counted separately, and no response is considered an affirmative response.

(3) Site plan of the proposed landmark property, or map indicating the geographic boundaries of the proposed district, showing all affected buildings and/or structures.

(4) Detailed historic description and background on the proposed landmark or proposed district.

(5) Current photographs of the overall property or area, along with any historical photographs, if available.

(6) Any other information which the HPO or Commission may deem necessary.

6.1.4.3 Upon receipt of a completed designation application, the HPO shall schedule a hearing at the next available regularly scheduled Commission meeting. Notice of the application shall be mailed to the property owner(s) and advertised in the official newspaper and/or posted on the property as provided for a Place Type zoning change.

6.1.4.4 A proposed historic landmark or district for which an application for designation has been received shall be protected by and subject to all the provisions of this LDC governing demolition, minimum maintenance standards, and penalties until a final decision by the City Council becomes effective, but not to exceed one hundred and eighty (180) days.

6.1.4.5 At the hearing, the applicant shall have an opportunity to present testimony and evidence to demonstrate the historical significance or insignificance of the subject property or district. Other interested parties and technical experts may also present testimony or documentary evidence, which will become part of a record. The burden of proof shall be upon the applicant. The HPC may take action to approve, postpone requesting additional information, or deny the application. The HPO shall forward any final recommendation to the Planning & Zoning Commission within thirty (30) days of the hearing. Denials may be appealed directly to City Council.

6.1.4.6 The P&Z shall give notice and conduct its hearing upon receipt of the recommendation from the HPC. Notice for such hearing shall be in the same manner and the hearing held according to the same procedures as specifically provided in the general zoning ordinance of the City. The P&Z shall review the application to ensure that the recommended designation will not pose a conflict with the underlying Place Type zoning and shall forward its recommendation to the City Council within thirty (30) days after taking action on the application.

6.1.4.7 Upon receipt of the joint recommendation on the application from the Historic Preservation Commission and the Planning & Zoning Commission, the City Council shall schedule a hearing on the application within thirty (30) days. Notice for such hearing shall be in the same manner and the hearing held according to the same procedures as specifically provided in the general zoning ordinance of the City. Significance shall be considered only on the record made before the Historic Preservation Commission and the Planning & Zoning Commission.

6.1.4.8 Upon designation of a historic landmark or historic district by the City Council, the designation shall be recorded by legal description on the City's official Place Type zoning maps, in the records of real property of Williamson County, and with the tax appraisal office.

6.1.4.9 The applicant or any persons adversely affected by any determination of the HPC may appeal the decision to City Council. Appeal requests shall be on forms as prescribed by the City and shall be

filed with the HPO within seven (7) days of the HPC's decision and scheduled for the next available regularly scheduled City Council meeting. Notice for such hearing shall be in the same manner and the hearing held according to the same procedures as specifically provided in this LDC.

6.1.4.10 Appeals to the City Council shall be considered only on the record made before the HPC and may only allege that the Historic Preservation Commission's decision was arbitrary, capricious, or illegal.

## 6.1.5 ORDINARY MAINTENANCE

Nothing in this LDC shall be construed to prevent the ordinary maintenance and repair of any exterior architectural feature of an historic landmark or a property within an historic district which does not involve a change in design, material, or outward appearance that require the issuance of a building permit.

In-kind repair/replacement and repainting is included in this definition of ordinary maintenance unless painting involves an exterior masonry surface that was not previously painted. The HPO shall determine what is "ordinary maintenance."

## 6.1.6 MINIMUM MAINTENANCE STANDARDS

No owner or person with an interest in real property designated as an historic landmark or a property located within an historic district shall permit the property to fall into a serious state of disrepair so as to result in the significant deterioration of any exterior architectural feature which would, in the judgment of the HPC, create a detrimental effect upon the historic character of the landmark or district.

6.1.6.1 Examples of serious disrepair or significant deterioration include:

(1) Deterioration of exterior walls, foundations, or other vertical support that causes leaning, sagging, splitting, listing, or buckling.

(2) Deterioration of external chimneys that causes leaning, sagging, splitting, listing, or buckling.

(3) Deterioration or crumbling of exterior plaster finishes, surfaces or mortars.

(4) Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors.

(5) Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint or other protective covering.

(6) Rotting, holes, and other forms of material decay.

(7) Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes de-lamination, instability, loss of shape and form, or crumbling.

(8) Deterioration that has a detrimental effect upon the special character of the district as a whole or the unique attributes and character of the contributing structure.

(9) Deterioration of any exterior feature so as to create or permit the creation of any hazardous or unsafe conditions to life, health, or other property.

## 6.1.7 PROCEDURE TO MITIGATE DEMOLITION BY NEGLECT

Demolition by Neglect refers to the gradual deterioration of a property when routine or minimum maintenance is not performed. The HPO and the Development Services Department staff shall work together to reduce Demolition by Neglect involving landmarks or properties located within districts within the City. A Demolition by Neglect citation as determined by the HPC may be issued against the owner of the property for failure to comply with the minimum maintenance standards by permitting the subject property to exhibit serious disrepair or significant deterioration as outlined.

6.1.7.1 Due to the time-consuming nature of pursuing enforcement under this Section, no more than one property will be under consideration during each of the following quarters (January-March, April-June, July-September, and October-December).

6.1.7.2 While the HPO will act as the point of contact, the Development Services Department staff shall, when needed, assist with inspections. If there is a dispute between the HPO and Development Services Department staff, the City Manager may be consulted as a mitigating party.

6.1.7.3 Furthermore, while the HPO will act as the point of contact, the Planning Department staff shall, when needed, assist with inspections. If there is a dispute between the HPO and Planning Department staff, the City Manager shall make the final determination.

6.1.7.4 The procedure for citing a property owner for Demolition by Neglect shall be as follows:

(1) Initial identification is made by visual inspection of the area by the HPO or a Commission member or by referral from someone in the area. All referrals shall be made in writing and shall be submitted to the HPO.

(2) Once the initial identification is made, followed by preliminary determination by the HPO, the property owner shall be notified by U.S. mail of the defects of the building and informed of any incentive programs that may be available for repair. The owner shall be given thirty (30) days in which to respond to the preliminary determination by submitting a stabilization proposal to the HPO. The stabilization proposal will be presented to the HPC at the next available meeting. If the HPC approves the proposal, a certificate of appropriateness (if necessary) may be issued administratively by the HPO. The approval will detail the specific work that is necessary to correct the Demolition by Neglect conditions, as well as specify a time period to begin and to complete the work. The HPO shall update the HPC on the status of the property every thirty (30) days, once work begins on the property.

(3) If the property owner receives the letter regarding the preliminary determination, but fails to respond, a second notice shall be sent in the same manner as described above.

(4) If the property owner fails to receive and/or respond to the letter regarding the preliminary determination after two (2) attempts, the matter returns to the HPC for a citation hearing. The HPO shall send a third notice via certified mail informing the owner of the hearing, the property shall be posted with a notice of the violation in accordance with the provisions of this LDC, and a public hearing on the citation shall be scheduled.

(5) At the public hearing, the owner will be invited to address the HPC's concerns and to show cause why a citation should not be issued. The HPC may take action to approve any proposed work, defer the matter to give the owner more time either to correct the deficiencies or make a proposal for stabilization, or issue a citation to the owner of the property for failure to correct

the Demolition by Neglect conditions.

(6) If the owner is cited for the condition of Demolition by Neglect of the property, they shall be given fourteen (14) days to submit a stabilization proposal to the HPO, and at the discretion of the HPC, up to one (1) year to correct the defects. The HPO shall update the HPC on the status of the property every thirty (30) days once work begins on the property.

(7) If the owner does not respond with a stabilization proposal, the matter shall be turned over to the City Attorney's office for recommendation to the City Council for legal action.

6.1.7.5 The City may create programs, or enter into partnerships with local non-profit organizations, to assist low-income and/or elderly homeowners with maintenance.

## 6.1.8 CERTIFICATES OF APPROPRIATENESS FOR ALTERATIONS OR NEW CONSTRUCTION AFFECTING LANDMARKS OR HISTORIC DISTRICTS

No person shall carry out any construction, reconstruction, alteration, restoration, rehabilitation, or relocation of any Landmark or any property within a District, nor shall any person make any material change in the light fixtures, signs, sidewalks, fences, steps, paving, or other exterior elements visible from a public right-of-way which affect the appearance and cohesiveness of any Landmark or any property within a District without a Certificate of Appropriateness application. The application must be reviewed and approved by the HPO or the HPC prior to the issuance of any building permit involving any Landmark or property located within a District. The application shall be required in addition to, and not in lieu of, any required building permit.

## 6.1.9 REVIEW CRITERIA FOR CERTIFICATES OF APPROPRIATENESS FOR ALTERATIONS OR NEW CONSTRUCTION AFFECTING LANDMARKS OR HISTORIC DISTRICTS

In considering an application for a Certificate of Appropriateness, the HPO and the HPC shall review it for compliance with the Secretary of the Interior's Standards for Rehabilitation and any applicable adopted Design Guidelines previously ratified by the City Council.

All review criteria shall be made available to the applicant, property owners of Landmarks and properties located within Districts. The HPC shall promulgate and make recommendations to update the adopted Design Guidelines as necessary, provided that the changes do not pose a conflict with underlying land-use zoning and the changes do not take effect until ratified by the City Council.

6.1.9.1 Applicability. A certificate of appropriateness shall be required in the following circumstances before the commencement of development within or work upon any property with historic overlay zoning:

(1) Whenever such work or development requires a building permit or certificate of zoning compliance issued by the City;

(2) Whenever such work includes the erection, moving, demolition, reconstruction, restoration, or alteration of the exterior of a property with historic overlay zoning, except when such work satisfies all the requirements of ordinary maintenance and repair as defined in Chapter 7, Definitions, of this LDC

6.1.9.2 Certificate of appropriateness required. No building permit shall be issued by the building official for any property with historic overlay zoning until the application for such permit has been reviewed

and a certificate of appropriateness has been approved by the HPO or the HPC.

6.1.9.3 Procedures. The procedure for obtaining a Certificate of Appropriateness may be initiated by the City for all Landmarks or proposed work within a District, or by the individual property owner(s) of the subject Landmark or for a property located within a District. The application must be submitted for review and approved by the HPO or the HPC prior to the commencement of any work. An application for Certificate of Appropriateness shall be made on forms as prescribed by the City and shall be filed with the HPO along with fees in accordance with the municipal fee schedule.

## 6.1.10 ADMINISTRATIVE DESIGN REVIEW AFFECTING LANDMARKS AND PROPERTIES LOCATED IN DISTRICTS:

6.1.10.1 Upon receipt of a completed Certificate of Appropriateness application as determined by the HPO, the HPO shall review the application for a preliminary determination of compliance with the Secretary of the Interior's Standards for Rehabilitation and the adopted Design Guidelines. The applicant is encouraged to schedule a meeting with the HPO prior to the submittal of an application to discuss the proposed work and get initial design direction. The HPO reserves the right to forward any Certificate of Appropriateness application to the HPC for review and approval when direction on design policy is needed or if unable to determine compliance with the Secretary of the Interior's Standards for Rehabilitation or the Design Guidelines. Proposed work to all Landmarks, all proposed work within a District, and for all City preservation-related incentive programs or federal projects must be reviewed by the HPC.

6.1.10.2 An application shall be eligible for administrative review by the HPO for the following:

(1) The placement and screening, if necessary, of roof-mounted equipment and other mechanical equipment of various types;

(2) The placement and design of screening treatments for trash and recycling receptacles;

(3) Fences to be installed in the rear and/or side yard, unless an historic precedence exists for fences in the front yards;

(4) Replacing roofing materials or color on a flat roof that will not be visible from the ground or from immediately adjacent taller buildings;

(5) Gutters and downspouts;

(6) Installation or removal of landscaping, including trees;

(7) Accessibility ramps;

(8) Changes to awning material, shape, and size;

(9) Landscape elements, including but not limited to walks, paving, benches, outdoor furniture, planters, pools, trellises, arbors and gazebos;

(10) Installation of any elements required by other codes such as emergency lighting;

(11) Modifications that are considered non-permanent such as, but not limited to, window films and temporary features to weatherize or stabilize a historic resource;

(12) Minor modifications to an existing certificate of appropriateness that still meets the intent of

the original approval;

(13) Renewal of an expired certificate of appropriateness.

6.1.10.3 If an application for administrative review is approved or approved with conditions, the HPO shall issue a certificate of appropriateness. However, the HPO may forward the application to the HPC for their consideration for the following reasons:

(1) The application does not meet the approval criteria;

(2) If the HPO does not act on the application within ten (10) business days of receipt of the complete application;

(3) The HPO disapproves the application; or

(4) The applicant wishes to appeal the administrative decision or associated conditions of the certificate of appropriateness application.

An appeal to an administrative decision shall be filed with the HPC within ten (10) business days of said decision.

6.1.10.4 In the event an application is to be considered by the HPC, the HPO shall inform the applicant of the meeting date at which the application shall be considered. The applicant shall have the right to be heard and may be accompanied or represented by counsel and/or one or more construction or design professionals at the meeting.

6.1.10.5 The HPO shall review the application and make a recommendation to the HPC during the meeting at which the application shall be considered.

(1) After hearing the applicant and any other interested parties, and considering the recommendation from the HPO, the HPC shall take one of the following actions:

(a) Approve the proposed work or development and issue a certificate of appropriateness.

(b) Approve the proposed work or development with conditions and issue a conditional certificate of appropriateness.

(c) Disapprove the certificate of appropriateness.

(2) In the case of the disapproval of a certificate of appropriateness by the HPC, the HPC shall state in writing the reasons for such disapproval and may include suggestions in regard to actions the applicant might take to secure the approval of the HPC concerning future issuance of a certificate of appropriateness.

6.1.10.6 Certificate of Appropriateness.

(1) It shall be the responsibility of the HPO to issue the actual certificate of appropriateness following administrative approval or approval by the HPC with any designated conditions, and to maintain a copy of the certificate of appropriateness, together with the proposed plans. These shall be public documents for all purposes.

(2) Work performed pursuant to the issuance of a certificate of appropriateness shall conform to the requirements of such certificate. It shall be the duty of the building official to inspect from time to time any work performed pursuant to a certificate of appropriateness to assure such

compliance. In the event that such work is not in compliance, the building official shall issue a stop work order and/or citation as prescribed by ordinance. The HPC may request that the building official inspect the work and issue a stop work order.

6.1.10.7 Criteria. The HPO or the HPC shall determine whether to grant a certificate of appropriateness based on the following criteria:

(1) The effect of the proposed change upon the general historic, cultural and architectural nature of the historic property or historic district;

(2) The appropriateness of exterior architectural features, including parking and loading spaces, which can be seen from a public street, alley, or walkway; and

(3) The general design, arrangement, texture, material and color of the building or structure and the relation of such factors to similar features of buildings or structures in the historic district, contrast or other relation of such factors to other buildings or structures built at or during the same period, as well as the uniqueness of such features, considering the remaining examples of architectural, historical and cultural values.

6.1.10.8 Guidelines. In all of its determinations of architectural appropriateness and historical integrity in the design and construction of historic properties or signs, the HPO or the HPC shall use the most recent edition of the book entitled, *The Secretary of the Interior's Standards for the Treatment of Historic Properties: With Guidelines for Preserving, Rehabilitation, Restoring and Reconstructing Historic Buildings*, or any future publication which replaces this book, and the following criteria as guidelines:

(1) Every reasonable effort shall be made to provide a compatible use for a property that requires minimal alteration, or to use a property for its originally intended purpose.

(2) The distinguishing original qualities or character of a historic property and its environment should not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

(3) All historic properties shall be recognized as products of their own time. Alterations that have no historic basis and which seek to create an earlier appearance shall be discouraged.

(4) Changes that may have taken place in the course of time are evidence of the history and development of an historic property and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(5) Distinctive stylistic features or examples of skilled craftsmanship that characterize a historic property shall be treated with sensitivity.

(6) Architectural features that are found to be appropriate are to be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other properties.

(7) Surface cleaning shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building material shall not be undertaken

without approval from the Historic Preservation Commission.

(8) Every reasonable effort shall be made to protect and preserve archaeological resources affected by or adjacent to any project.

(9) Contemporary design for alterations and additions shall not be discouraged when such alterations and additions do not destroy significant historic, architectural, or cultural material and when such design is compatible with the size, scale, color, material, a character of the property, neighborhood, or environment. Wherever possible, new additions or alterations shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the historic property would be unimpaired.

6.1.10.9 Supplemental guidelines. The HPO or the HPC may develop, and the City Council may approve, such supplemental guidelines as it may find necessary to implement the regulations of historic overlay zoning or the findings applicable to the designation of a particular historic property. Such guidelines may include, but are not limited to the following:

(1) Charts or samples of acceptable materials for siding, foundations, roofs, or other parts of buildings;

(2) Illustrations of appropriate architectural details;

(3) Specifications of appropriate relationships to streets, sidewalks, other structures, and buildings;

(4) Illustrations of appropriate porch treatments or entrances; or

(5) Illustrations of appropriate signage or street furniture.

6.1.10.10 Certificate of appropriateness for demolition.

(1) Certificate required. No historic property shall be demolished or removed unless such demolition shall be approved by the HPC and a certificate of appropriateness for such demolition shall be granted.

(2) Procedure for the issuance of a certificate of appropriateness for demolition shall be the same as for the issuance of other certificates of appropriateness with the following modification.

(3) After the hearing, the HPC may approve the certificate of appropriateness, thereby authorizing the demolition, or the HPC may disapprove the certificate of appropriateness and postpone the demolition or removal for a period of one hundred and twenty (120) days. The purpose of such a postponement would be to allow the HPC and any interested parties to explore alternatives to demolition.

(4) The HPC may extend the postponement period for an additional sixty (60) days to enable the completion of ongoing negotiations.

(5) Notwithstanding any provision of this LDC, the City Council reserves the right to prohibit the demolition of a landmark structure with six (6) affirmative votes.

(6) Supplemental demolition criteria. In determining whether to issue a certificate of appropriateness for demolition, the HPC, and, on appeal, the City Council, shall consider the following criteria, in addition to the criteria specified in this section:

(a) The uniqueness of the property as a representative type or style of architecture, historic association, or other element of the original designation criteria applicable to such structure or tract.

(b) The condition of the property from the standpoint of structural integrity and the extent of work necessary to stabilize the property.

(7) The economically viable alternatives available to the demolition applicant, including:

(a) Donation of a part of the value of the subject structure or site to a public or nonprofit agency, including the conveyance of development rights and facade easement.

(b) The possibility of sale of the property, or any part thereof, to a prospective purchaser capable of preserving such property.

(c) The potential of the property for renovation and its potential for continuing use.

(d) The potential of the property for rezoning in an effort to render such property more compatible with the physical potential of the property. The ability of the property to produce a reasonable economic return on investment for its owner; provided, however, that this factor shall not have exclusive control and effect but shall be considered along with all other criteria contained in this section.

6.1.10.11 Certificate of appropriateness for relocation:

(1) Certificate Required. No historic resource shall be relocated unless such relocation shall be approved by the HPC and a certificate of appropriateness for such relocation shall be granted. For the purposes of this subsection concerning relocation, the term "historic resource" shall be used to describe an individual building, structure, or object designated according to the procedures in this LDC.

(2) Procedure. The procedure for issuance of a certificate of appropriateness for relocation shall be the same as for the issuance of other certificates of appropriateness with the following additions.

(a) If the historic resource is a Recorded Texas Historical Landmark or listed on the National Register of Historic Places, the applicant shall be required to notify the appropriate party at the Texas Historical Commission and receive a response in writing, prior to submitting an application for the relocation to the Historic Preservation Commission.

(b) Documentation shall be provided to the HPC at the time of application for a certificate of appropriateness that provides the following information:

i. Overview of the proposed relocation of the historic resource, including:

» Reasons for relocating the historic resource; and

» Reasons for selection of destination site.

(c) Photographs, which document all aspects of the historic resource. Requirements for photographs shall be provided by the HPC. At a minimum, photographs provided by the applicant s hall include but are not limited to:

i. Each elevation of the building;

ii. Street view;

iii. All prominent architectural features; and

iv. Any additional accessory buildings that also have historic overlay zoning, showing how they relate to the primary structure.

v. Requirements for photographs shall be maintained and provided by the HPC.

(d) Site plan of historic resource in current location.

(e) Site plan of historic resource in new location.

(f) Public notices of the proposed relocation shall be required as follows:

i. Signed notice shall be posted within five (5) business days of receipt of an application for a certificate of appropriateness for relocation, the City shall post a sign showing notice of the application on the originating location and on the proposed destination location, for the purpose of notifying the public of the proposed relocation.

ii. Mailed notice shall be sent ten (10) business days prior to the HPC meeting when the application will be heard, written, notices shall be mailed to each owner, as indicated by the most recently approved City tax roll, of real property within three hundred (300) feet of the existing property with the resource proposed for relocation and three hundred (300) feet of the proposed new location. Notice may be served by its deposit in the Postal Service in the City, properly addressed with postage paid.

iii. Mailed notices shall contain at least the following specific information:

- The general location of land that is the subject of the application and/or a location map;
- The legal description or street address;
- The substance of the application;
- The time, date, and location of the HPC meeting;
- A phone number to contact the City; and
- A statement that interested parties may appear at the hearing.

(3) When a historic resource is relocated to a new site, the historic resource shall retain the historic overlay and therefore continue to be subject to the requirements of a certificate of appropriateness.

(4) Supplemental relocation criteria. In determining whether to issue a certificate of appropriateness for relocation, the HPC, and, if necessary, on appeal, the City Council, shall consider the following criteria, in addition to the criteria specified in this subsection:

(a) The historic resource is imminently threatened by demolition or removal of historic overlay zoning.

(b) Reasonable alternatives have been examined to mitigate the threat to the historic resource, in lieu of relocation. Alternatives may include, but are not limited to:

i. Modification of the proposed project affecting the historic resource to avoid its impact on the location of the historic resource.

ii. Incorporation of the historic resource, in its entirety, into the proposed project that would affect the location of the historic resource.

(5) When relocated, the historic resource shall remain in the City of Taylor.

(6) The structural condition of the historic resource has been examined so that it has been determined that the historic resource may be moved and that damage to the historic resource which would result from the move can be minimized. Stabilization of the historic resource prior to and/or during the move may be required.

(7) A new location for the historic resource has been determined that would be compatible with the architectural aspects of the historic resource, to the extent possible. Consideration shall include the review of all of the following:

(a) Size of the resource and destination lot;

(b) Massing;

(c) Architectural style;

(d) Review of all adopted design guidelines by the HPC in determining compatibility; and

(e) Other historic resources, which are not the primary resource on the site, but are historically associated with the primary resource, also should be relocated, if possible, and may be considered for relocation with the primary resource on the same certificate of appropriateness.

(8) Any historic resource relocated pursuant to this section shall be required to conform to any siting conditions at the new location. These siting conditions shall include, but are not limited to, setback requirements, structural alteration requirements such as enclosed parking requirements, and architectural requirements such as exterior finishes and orientation.

(9) The applicant agrees to the following additional conditions of the certificate of appropriateness:

(a) The historic resource shall be secured from vandalism and other damage for the time that it remains vacant as a result of the relocation process.

(b) The applicant shall be required to display a plaque, provided and paid for by the City, which documents the historic resource's original location, date of relocation, and reason for relocation.

(c) The historic overlay shall convey with the historic resource to its new location.

(10) The historic overlay shall be removed from the originating property, unless one of the following applies:

(a) The property is located within an historic district; or

(b) Only an accessory structure has been moved and the primary structure on the site remains; or

(c) The site itself is historically significant.

(11) The City may apply the historic overlay to the destination lot(s), by following the procedures for applying historic overlay of this LDC. If the historic resource is being moved into an already designated historic district, the historic overlay shall remain and apply.

(12) The applicant shall provide photographs to the HPO of the relocated historic resource once relocation is complete.

(13) Information regarding the relocation shall be filed in the appropriate City and county records.

(14) If a certificate of appropriateness for relocation has been approved by the HPC, the following fees shall be waived:

(a) Building moving and permits fees

(b) Notice requirement fees.

(15) Appeals of certificate of appropriateness decisions made by the HPC shall be made within fifteen (15) days to the City Council.

## 6.1.11 ECONOMIC HARDSHIP INVOLVING CERTIFICATES OF APPROPRIATENESS FOR DEMOLITION AFFECTING LANDMARKS AND HISTORIC DISTRICTS

6.1.11.1 No certificate of appropriateness for demolition involving a claim of economic hardship may be approved, nor shall a demolition permit be issued by the City unless the owner proves compliance with the following standards for economic hardship:

(1) The property is incapable of earning a reasonable return in its current or rehabilitated state, regardless of whether that return represents the most profitable return possible; and

(2) The property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return; and

(3) Earnest and reasonable efforts to find a purchaser interested in acquiring the property and preserving it have failed; and

(4) The property cannot be moved or relocated to another site similar or within the District.

6.1.11.2 The City shall adopt by resolution separate criteria for review in considering claims of economic hardship for investment for income-producing and non-income-producing properties, as recommended by the HPC. Non-income-producing properties shall consist of owner-occupied single-detached dwellings and non-income-producing institutional properties. All standards for review shall be made available to the owner prior to the hearing. The information to be considered by the City may include, but not be limited to, the following:

(1) Purchase date price and financing arrangements

(2) Current market value

(3) Form of ownership

(4) Type of occupancy

(5) Cost estimates of demolition and post-demolition plans for development

(6) Maintenance and operating costs

(7) An inspection report by licensed architect or structural engineer that has experience working with historic properties

(8) Costs and engineering feasibility for rehabilitation

(9) Property tax information

(10) Rental rates and gross income from the property

(11) Other additional information as deemed appropriate

6.1.11.3 Claims of economic hardship by the owner shall not be based on conditions resulting from:

(1) Evidence of demolition by neglect or other willful and negligent acts by the owner

(2) Purchasing the property for substantially more than market value at the time of purchase

(3) Failure to perform normal maintenance and repairs

(4) Failure to diligently solicit and retain tenants

(5) Failure to provide normal tenant improvements

6.1.11.4 Throughout the process, the applicant shall consult in good faith with the HPO, local preservation groups, and interested parties in a diligent effort to seek an alternative that will result in preservation of the property. Such efforts must be demonstrated to the HPC at the hearing.

## 6.1.12 ENFORCEMENT

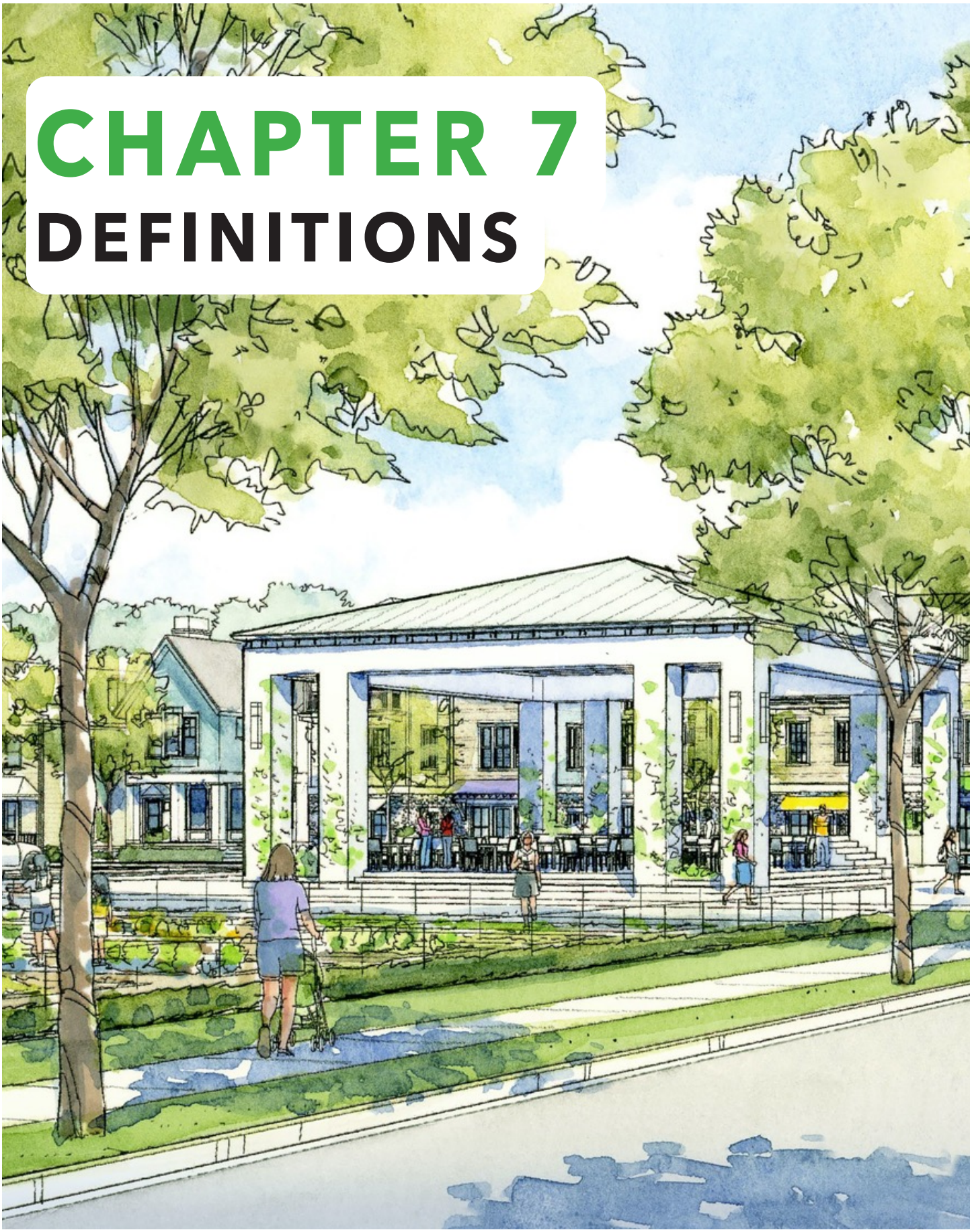
All work performed pursuant to a certificate of appropriateness issued under this LDC shall conform to any requirements included therein. It shall be the duty of the building inspector to inspect periodically any such work to assure compliance. In the event that work is not being performed in accordance with the certificate of appropriateness, or upon notification of such fact by the HPC and verification by the HPO, the building inspector shall issue a stop work order and all work shall immediately cease. The property owner shall then be required to apply for a hearing before the HPC to explain the non-compliance. No further work shall be undertaken on the project as long as a stop work order is in effect until a decision is rendered by the HPC on the application.

## 6.1.13 PENALTIES

It shall be unlawful to construct, reconstruct, significantly alter, restore, or demolish any building or structure designated with historic overlay zoning in violation of the provisions of this LDC. The City, in addition to other remedies, may institute any appropriate action or proceeding to prevent such unlawful construction, reconstruction, significant alteration, or demolition to restrain, correct, or abate such violation or to prevent any illegal act, business, or maintenance in and about such premises, including acquisition of the property. Any person, firm, or corporation violating any

provision of this LDC shall be guilty of a Class C misdemeanor, punishable by a fine of not less than two hundred and fifty dollars ($250.00) or more than two thousand dollars ($2,000.00).

Each day the violation continues shall be considered a separate offense. Such remedy under this section is in addition to any abatement restitution.



# CHAPTER 7
# DEFINITIONS

For the purposes of this LDC, certain terms and words are hereby defined; terms not defined herein shall be constructed in accordance with customary usage in municipal planning and engineering practices.

**ACCESSORY BUILDING** shall mean an outbuilding that is smaller than the main structure and is situated behind the main structure on the lot.

**ACCESSORY DWELLING** shall mean a secondary unit located toward the rear of the same lot as a principal building used as an additional dwelling unit.

**ADDITION** shall mean any construction that increases the size of a structure in terms of site coverage, height, or gross floor area.

**ADDRESS SIGN** shall mean a sign, generally applied to a building wall, that displays a building's address.

**ADMINISTRATIVE APPROVAL** shall mean the process by which the City Manager reviews submitted administrative plats, public frontage, site, and/or building plans and provides approval based on compliance with this LDC.

**ADMINISTRATIVE PROCEDURE** shall mean the procedure to be followed for the approval of the subdivision or re-subdivision of an existing lot(s) when such subdivision meets certain limited conditions set by the City.

**ADMINISTRATIVE REVIEW** shall mean the process by which the City reviews submitted Neighborhood Plans, Public Frontage, site, and/or Building Plans to determine compliance with this LDC.

**ADMINISTRATOR** shall mean the City Manager and/or designated City Staff.

**ALLEY** shall mean a vehicular drive located to the rear of lots providing access to service areas, parking, rear building access and may contain utility easements.

**ALLEY SIGN** shall mean a sign used to identify the alley entrance to a building or business.

**ALTERATION** shall mean any change, demolition, or modification to a structure or site designated as a historic landmark or located in a local historic area including, but not limited to, the following:

(1) Exterior changes to or modifications of any buildings or structures, architectural details or visual characteristics.

(2) Construction of new structures.

(3) Disturbance of archaeological sites or areas; or

(4) Disturbance, placement, or removal of exterior objects that affect the exterior qualities of the property.

**AMENDING PLAT** shall mean plat as defined in 212.016 of the Texas Local Government Code and the procedure for such plats shall be the same as the procedure as defined herein.

**APARTMENT BUILDING** shall mean a building or series of buildings containing greater than five (5) dwelling units in a building with exterior dwelling unit entrances, primarily rented or leased for terms longer than thirty (30) days.

**APEX** shall mean the highest point of a sign as measured from the point on the ground where its structure is located, or, if no sign structure is present, from the point on the ground directly below the sign itself.

**APPEAL** shall mean a means for obtaining a review of a decision, determination, order, or failure to act.

**APPLICANT** shall mean a person or entity who submits to the City an application for an approval required by this LDC. To be qualified as an applicant under this LDC, the person or entity must have sufficient legal authority or proprietary interests in the land to commence and maintain proceedings under this LDC. The term shall be restricted to include only the property owner(s), or a duly authorized agent and representative of the property owner.

**APPLICATION** shall mean a written request to the City for an approval required by this LDC that contains all information required by this LDC and that has been deemed administratively complete by the City.

**APPURTENANT** features shall mean the features that define the design of a building or property including but not limited to porches, railings, columns, shutters, steps, fences, attic vents, sidewalks, driveways, garages, carports, outbuildings, gazebos, and arbors.

**ARCADE** shall mean colonnade supported upper stories of a building projecting over the sidewalk, where the facade of the first story remains at or behind the frontage line.

**ARCHAEOLOGICAL** resource shall mean a site with archaeological or paleontological value in that it has produced or can be expected to produce data affecting theories of historic or prehistoric interest.

**ARCHITECTURAL ELEMENT** shall mean the unique details and component parts that combined form the architectural style of a structure, building, or object.

**ARCHITECTURAL FEATURES** shall mean ornamentation or decorative features attached to or protruding from or otherwise accentuating an exterior wall.

**AWNING** shall mean a cloth, plastic, or other nonstructural covering that either is permanently attached to a building or can be raised or retracted to a position against the building when not in use. This term does not include canopies.

**AWNING SIGN** shall mean lettering applied directly on the valance or other vertical portion of an awning.

**BAND SIGN** shall mean a sign that is attached flat on the exterior front, rear, or side wall of any building or other structure.

**BANNER** shall mean a temporary sign, either attached or freestanding, with or without characters, letters, illustrations, or ornamentations, applied to cloth, paper, flexible plastic or fabric of any kind, attached to the exterior of the structure or freestanding on the site with temporary fastening devices such as rope, string, wire, twine, or similar materials, which is in addition to the permitted permanent signs, announcing a special event for a business, i.e., business openings, grand openings, sales, or promotion events.

**BICYCLE CORRAL** shall mean a group of either short-term or long-term bicycle parking spaces that are located in the vehicular parking area adjacent to the curb. The corral is generally surrounded by a painted white box on the street with flexible vertical delineators and a wheel stop where vehicles are likely to back into the adjacent parking spot.

**BICYCLE RACK, LONG-TERM** shall mean a bicycle parking fixture that provides at least two bicycle spaces and includes at least a four-foot-wide by six-foot-long dimension, is intended for parking more than three hours, and is fully protected from the elements.

**BICYCLE RACK, SHORT-TERM** shall mean a bicycle parking fixture that provides at least two bicycle spaces, includes at least a four-foot-wide by six-foot-long dimension, and is intended for parking less than three hours.

**BLADE SIGN** shall mean a sign mounted on the building facade, projecting at a 90-degree angle.

**BLOCK** shall mean an aggregate land area circumscribed by streets or thoroughfares.

**BLOCK FACE** shall mean the aggregate of all the principal frontage lines or alternatively the building facades on one side of a block.

**BUILDABLE WIDTH** shall mean the width of the building site left to be built upon after the required IBC setbacks are provided.

**BUILDING** shall mean a structure having a roof supported by columns or walls for the shelter, support, or enclosure of persons, animals, real property, and business activity.

**BUILDING BLOCK** shall mean the 330' X 330' block size that is defined in Taylor's DNA. It is the foundation of the walkable environment.

**BUILDING LINE** shall mean the rear line of a required front build-to-line that is generally parallel to the street line forming the front line.

**BUILDING OFFICIAL** shall mean the inspector or administrative official charged with responsibility for issuing permits and enforcing the Building Code and this LDC where indicated.

**BUILDING TYPES** shall mean a range of structures with different standards to create a variety of options for human settlements.

**BUILD-TO-LINE** shall mean the line parallel to the street along which the primary mass of the front facade should be set. It is measured as a perpendicular distance from the street line to the nearest point of the building facade.

**BUSINESS** shall mean a place where a person practices their regular occupation, profession, or trade.

**BY RIGHT** shall mean characterizing a proposal or component of a proposal for a Neighborhood Plan or Site Plan that complies with this LDC and is permitted and processed administratively without public hearing.

**CALENDAR YEAR** shall mean between January 1 to December 31 of each year.

**CANOPY** shall mean any non-rigid material such as fabric or flexible plastic, that is supported by or stretched over a frame, that is attached to an exterior wall, and that may include a type that can be retracted, folder, or collapsed against the face of a supporting building.

**CERTIFICATE OF APPROPRIATENESS** shall mean the certificate issued by the City indicating approval of plans for alteration, construction, or removal affecting a designated landmark or property within historic overlay zoning.

**CERTIFICATE OF OCCUPANCY** shall mean an official certificate issued by the City through the Building Official that indicates conformance with the zoning standards and building codes and authorizes legal use of the premises that it is issued.

**CERTIFIED LOCAL GOVERNMENT** shall mean a local government certified or approved by the State Historic Preservation Office (SHPO), which has an appointed commission to oversee the survey and inventory of historic structures, to review areas for historically significant structures, and to develop and maintain the community planning and education process. This federal government program, authorized by the National Historic Preservation Act, 16 U.S.C. 470 et seq., provides for the participation of local governments in a federal/state/local partnership.

**CHANNEL LETTERS** shall have its own internal lighting element, individually attached to the wall or onto a

separate background panel. The letter shall be translucent, or solid to create a backlit halo effect.

**CITY OR THE CITY** shall mean the City of Taylor and its authority of its city limits and extraterritorial jurisdiction (ETJ).

**CITY CLERK** shall mean the City Clerk of the City of Taylor or the authorized representative of the clerk.

**CITY COUNCIL** shall mean the governing body of the City of Taylor, Texas.

**CITY ENGINEER** shall mean a Licensed Engineer with the state of Texas or their representative with the City.

**CITY MANAGER** shall mean the chief administrative officer of the City of Taylor and their designated representative.

**CITY OF TAYLOR ENGINEERING MANUAL** shall mean the engineering manual adopted February 9, 2010, by Ordinance 2009-37, and any engineer manual adopted by the City of Taylor, Texas, by ordinance after March 24, 2011, superseding or repealing Ordinance 2009-37. Also referred to as the Engineering Manual.

**CIVIC** shall mean a designation for public sites dedicated for civic buildings and civic space.

**CIVIC BUILDING** shall mean a building operated by not-for-profit organizations dedicated to art, culture, education, recreation, government, transit, and municipal parking, or as approved by the Planning & Zoning Commission and City Council.

**CIVIC SPACE** shall mean an outdoor area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationships between their intended use, their size, their landscaping, and the buildings that front them.

**CLEARANCE** shall mean the height above the walkway, or another surface if specified, of the bottom edge of an element.

**CLUSTERED LAND DEVELOPMENT OR CLD** shall mean a Development Pattern structured by a pedestrian shed oriented toward a common destination such as a general store, meeting hall, schoolhouse, or church clustered together in order to preserve open space. CLD takes the form of a small settlement standing free in the countryside.

**COLLECTOR STREET** shall mean a street that continues through several residential districts and is intended as a connecting street between residential districts and arterial streets or thoroughfares or business districts. Such secondary or collector streets will also be indicated in the Thoroughfare Plan when adopted which will be placed on file with the City Engineer.

**COMMERCIAL** shall mean the term collectively defining workplace, office, retail, and lodging uses.

**COMMERCIAL SIGN** shall mean a sign that directs attention to a business, commodity, service, entertainment, or attraction sold, offered, or existing.

**COMMISSION** shall mean the Planning & Zoning Commission of the City of Taylor, Texas.

**COMMON DESTINATION** shall mean an area of focused community activity, usually defining the approximate center of a pedestrian shed. It may include, without limitation to, one or more of the following: a Civic Space, a Civic Building, a commercial center, or a transit station, and may act as the social center of a neighborhood.

**COMPREHENSIVE PLAN** shall mean a document adopted by the City that consists of graphic and textual policies that govern the future development of the City and that consists of various components governing

specific geographic areas and functions and services of the City.

**CONSERVATION EASEMENT** shall mean a voluntary legal agreement between a landowner and a land trust or government agency that permanently limits uses of the land in order to protect its conservation values.

**CONSTRUCTION** shall mean the act of adding an addition to an existing building, structure or object, or the erection of a new principal or accessory building, structure, or object on any lot, parcel, or site.

**CONSTRUCTION PLANS** shall mean the scaled and dimensioned drawings intended to identify exactly how a proposed project will be constructed. Construction plans include, but are not limited to, the following information: cover sheet, plat, site plan, landscape plan, sign plan, drainage plans and calculations, building plans, plans for both public and private utilities, construction details, etc.

**CONTRIBUTING** shall mean a building, structure, site, or object within a designated historic district which:

(1) embodies the significant physical features and characteristics of the district, or adds to the historical association, historical architectural qualities, or archaeological values identified for the district; and

(2) was present during the period of significance relating to the documented significance of the district; and

(3) possesses historic integrity or is capable of yielding important information about the period.

**COURTYARD** shall mean the placement of a building within the boundaries of its lot to create a private courtyard, while internally defining one or more private patios. Courtyard is a building type.

**CURB** shall mean the edge of the vehicular pavement that may be raised or flush to a swale. It usually incorporates the drainage system.

**DANGEROUS STRUCTURE** shall mean a structure that poses an imminent threat to public health or safety.

**DEMOLITION** shall mean an act or process which: (1) destroys a lot, parcel or site or building, structure or object in its entirety, (2) destroys a part of a lot, parcel or site or building, structure or object and permanently impairs its structural, historic or architectural integrity, (3) removes the building, structure or object or any part thereof from the original lot, parcel or site without the requisite moving permit, or (4) removes architectural elements and features from the exterior of a building, structure or object.

**DEMOLITION BY NEGLECT** shall mean improper maintenance, neglect in the maintenance of, or lack of maintenance of any structure or property with historic overlay zoning, which results in deterioration of the structure and threatens the preservation of the structure.

**DESIGNATION** shall mean the process by which the City Council may designate certain buildings, land, areas, and districts in the City with historic overlay zoning and define, amend, and delineate the boundaries thereof.

**DESIGN GUIDELINES** shall mean the "Design Guidelines for Historic Taylor, Texas" as adopted by the City Council and as may be amended from time to time. These are guidelines of appropriateness or compatibility of building design within a community or historic district. Design guidelines contain drawings accommodating “do’s and don’t’s” for the property owner. The historic preservation commission has the authority to administer design guidelines.

**DESIGN REVIEW** shall refer to the decision-making process conducted by the historic preservation board or an appointed historic preservation officer that is guided by established terms.

**DEVELOPMENT** shall mean any construction activity or alteration of the landscape, its terrain contour, or vegetation, including the erection or alteration of structures or land use.

**DEVELOPMENT PATTERN** shall mean options for land configuration for a Neighborhood Plan. The three types addressed in this LDC are Cluster Land Development (CLD), Traditional Neighborhood Development (TND), and Village Cluster Development (VCD).

**DEVELOPMENT REVIEW COMMITTEE (DRC)** shall mean staff members from each department overseeing development, infrastructure, and public safety that administer the provisions of this LDC.

**DEVELOPMENT SIGN** shall mean a sign announcing a proposed subdivision or a proposed building project.

**DISPOSITION** shall mean the placement of a building on its lot.

**DISTRIBUTION MAINS** shall mean off-site utilities serving a subdivision and other areas that are not laterals or service lines.

**DRAINAGE** shall mean any activity that intentionally alters the hydrological regime of any locality by facilitating the removal of surface or groundwater. It may include the construction, deepening, extending, opening, installation, or laying of any canal, drain, or pipe, either on the land or in such a manner as to encourage drainage of adjoining land.

**DRAINAGE FACILITIES** shall mean all facilities constructed within a subdivision related to stormwater drainage, including but not limited to swales, lawn areas, fences, structures, drainage facilities, drainage pipes, pumps, and detention and retention ponds.

**DRIVEWAY** shall mean a vehicular lane within a lot, often leading to a garage.

**DUPLEX** shall mean a building with two (2) units within one (1) structure on a lot. The configuration can be side by side, stacked, front to back, etc.

**DWELLING** shall mean any building or portion thereof, that is designed or used as living quarters for one or more families.

**ECONOMIC HARDSHIP** shall mean the inability of an owner to obtain a reasonable return or a reasonable beneficial use from a property with historic overlay zoning as required by the United States Supreme Court in Penn Central Transportation Company v. New York City, 438 U.S. 104 (1978) and subsequent decisions. A reasonable economic return does not have to be the most profitable return possible or allow the highest and best use of the property.

**EDGEYARD BUILDING** shall mean a building that occupies the center of its lot with setbacks on all sides. Edgeyard is a Building Disposition.

**ELEVATION** shall mean the exterior wall of a building that is set along a frontage line.

**ENCROACHMENT** shall mean any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a setback, into the public frontage, or above a height limit.

**ENFORCEMENT OFFICER** shall mean a public official or employee responsible for ensuring compliance with local zoning regulations and ordinances.

**EXTRATERRITORIAL JURISDICTION (ETJ)** shall mean the area adjacent to the city limits of the City as created and authorized under Chapter 42 of the Texas Local Government Code. The City is authorized to control, among other things, subdivision as prescribed or defined by law.

**EXTERIOR ARCHITECTURAL FEATURE** shall mean but not be limited to architectural style and general arrangement of such portion of the exterior of a structure as is designed to be open to the view from a public way.

**FACADE** shall mean the portion of any exterior elevation on the building extending from the grade to parquet, wall, or eaves, and the entire width of the building elevation which are adjacent to the front on any right-of-way. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are to be considered as part of a single facade.

**FAUX NEON SIGNAGE** shall mean signage created by using light emitting diodes (LEDs) which are strung closely together so that the light they emit overlaps and creates a steady source of light encased in plastic tubes.

**FEATHER BANNER** shall mean a vertical portable sign, made of lightweight material that is prone to move in the wind, and that contains a harpoon-style pole or staff driven into the ground for support or is supported by means of an individual stand. This definition includes such signs of any shape including flutter, bow, teardrop, rectangular, shark, feather, and U-shaped. For purposes of this Chapter, a feather banner is an advertising device and sign.

**FENCE** shall mean a barrier or enclosure made of stone, brick, pierced brick or block, wood, or other permanent material of equal character, density, and acceptable design, including but not limited to masonry walls, chain link fences, barbed wire fences, picket fences, and privacy fences.

**FILED** shall mean the date when a submission has been deemed an administratively complete application. A plan or permit application shall be reviewed for completeness and be deemed administratively complete to be considered filed.

**FINAL PLAT** shall mean a plat as defined in 212.014 or 212.015 of the Local Government Code and the procedure for such plats shall be the same as standard procedure as defined herein.

**FLAG/PENNANT** shall mean a piece of fabric of distinctive design that is used as a symbol (as of a nation), identification, signaling device, or as decoration.

**FLOODPLAIN** shall mean an area of land subject to inundation by a 100-year frequency flood as determined using standard engineering practices and generally as shown on the FIRM (Flood Insurance Rate Map) of the City of Taylor.

**FREESTANDING COMMERCIAL SIGN** shall mean a sign supported by one or more columns, poles, or bars extended from the ground or from an object on the ground, or that is erected on the ground; the term includes all signs which are not substantially supported by a building or part thereof, or which are substantially supported by a building or part thereof, when the sole significant purpose of the building or part thereof, is to support or constitute the sign.

**FRONTAGE** shall mean the area between a building facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into private frontage and public frontage.

**FRONT PROPERTY LINE** shall mean a lot line bordering a public frontage. Facades facing front property lines define the public realm and are therefore more regulated than the elevations facing other lot lines.

**GALLERY** shall mean an attached cantilevered shed or a lightweight colonnade extending from a building facade to overlapping the sidewalk.

**GOVERNMENT** shall mean a federal, state or local government entity and includes the City of Taylor and

Williamson County.

**GOVERNMENT SIGN** shall mean a sign that is constructed, placed, or maintained by the federal, state, or local government or a sign that is required to be constructed, placed, or maintained by the federal, state, or local government either directly or to enforce a property owner's rights. Local government includes any political subdivision including the county, the City, the school district, or an emergency services district.

**GRADE** shall mean ground level.

**GREEN** shall mean a Civic Space Place Type (CS) for unstructured recreation, spatially defined by landscaping rather than building frontages.

**HALO LIT SIGN** shall mean aluminum faces and sides (returns) mounted onto standoffs away from the wall which project either LED's or neon Illumination to the wall surface, giving the sign a halo effect.

**HANGING SIGN** shall mean a sign attached to underneath the canopy or awning.

**HISTORIC DESIGNATIONS** shall mean an official recognition of the significance of a building, property, or district. Designation can occur on three different levels:

(1) Federal - The National Register of Historic Places (for both individual buildings and entire districts);

(2) State - Recorded Texas Historic landmarks (only for individual buildings) and State Archaeological Landmarks; or

(3) Local - designated under a municipal historic ordinance either individually as a landmark or as a locally designated district.

**HISTORIC DISTRICT** shall mean an area of the City containing a grouping of historic properties that are designated with historic overlay zoning and that may contain properties that are both contributing and non-contributing, but that is united historically or aesthetically. For the purpose of this section, the entirety of an historic district shall have historic overlay zoning.

**HISTORIC LANDMARK** shall mean any building, structure, object, site, or portion thereof with historic overlay zoning.

**HISTORIC PRESERVATION** shall mean the protection, reconstruction, rehabilitation, repair, and restoration of places and structures of historic, architectural, or archaeological significance.

**HISTORIC PRESERVATION COMMISSION (HPC)** shall mean the five-member Board established under this LDC and appointed by City Council.

**HISTORIC PRESERVATION OFFICER (HPO)** shall mean the planning director or their designee who shall serve as the historic preservation officer for the City and who shall oversee the historic preservation program for the City.

**HISTORIC REHABILITATION** shall mean the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values.

**HISTORIC RESOURCE** shall mean any building, structure, object, or site that is 50 years old or older or any resource that has been identified as a high or medium priority because of its unique history or architectural characteristics.

**HISTORIC RESOURCES SURVEY** shall means a systematic, detailed examination of an area designed to gather information about historic properties sufficient to evaluate them against predetermined criteria of significance.

**HOME OWNER'S ASSOCIATION (HOA)** shall mean an organization authorized by the Texas Property Code Section 202 that is established in part to provide for the maintenance of required drainage improvements.

**HOUSE** shall mean a single dwelling unit edgeyard building on a lot.

**IBC/ICC (INTERNATIONAL BUILDING CODE/INTERNATIONAL CODE COUNCIL)** shall mean the Code or Codes adopted by the City of Taylor to ensure public health and safety of buildings, including all related Codes.

**IMPROVEMENT** shall mean any building, structure, or object constituting a physical betterment of real property, or any part of such betterment, including but not limited to streets, alleys, curbs, lighting fixtures, signs and the like.

**INFLATABLE SIGN** shall mean an inflatable device, with or without a message, figure, or design attached to its surface designed to attract attention.

**INFILL/INFILL DEVELOPMENT** shall mean new development on land that had been previously developed, including most greyfield and brownfield sites, or remainder lands surrounded by developed lands and cleared land within urbanized areas.

**INITIATED DESIGNATION** shall mean the historic designation procedure is considered to be initiated immediately when the City Council, the Planning & Zoning Commission, or the Historic Preservation Commission votes to initiate it or, in the case of initiation by the property owner(s), when the designation report is filed with the planning director.

**INTEGRITY** shall mean the authenticity of a property's historic identity, evidenced by survival of physical characteristics that existed during the property's historic or prehistoric period.

**INVENTORY** shall mean a list of historic properties that have been identified and evaluated as meeting specified criteria of significance.

**LANDSCAPE** shall mean any improvement or vegetation including but not limited to shrubbery, trees, plantings, outbuildings, walls, courtyards, fences, swimming pools, planters, gates, street furniture, exterior lighting, and site improvements, including but not limited to subsurface alterations, site regarding, fill deposition, and paving.

**LAYER** shall mean a range of depth of a lot within those certain elements are permitted.

(1) First Layer shall mean the area of a lot from the frontage line to the facade of the principal building.

(2) Second Layer shall mean the area of a lot set behind the first layer to a depth of 20 feet in all Place Types

(3) Third Layer shall mean the area of a lot set behind the second layer and extending to the rear lot line.

**LIGHTING** shall mean any source of light that does not include natural light emitted from celestial objects or fire. The term includes any type of lighting, fixed or movable, designed or used for outdoor illumination

of buildings or homes, including lighting for billboards, streetlights, canopies, gasoline station islands, searchlights used for advertising purposes, externally or internally illuminated on- or off-premises advertising signs, and area-type lighting. The term includes luminous elements or lighting attached to structures, poles, the earth, or any other location.

**LIGHT TRESPASS** shall mean light emitted from fixtures designed or installed in a manner that unreasonably causes light to fall on a property other than the one where the light is installed, in a motor vehicle drivers' eyes, or upwards toward the sky.

**LOCAL HISTORIC DISTRICT** shall mean a geographically and locally defined area that possesses a significant concentration, linkage, or continuity of buildings, objects, sites, structures, or landscapes united by past events, periods, or styles of architecture, and that, by reason of such factors, constitute a distinct section of the City. Historic sites within a local district need not be contiguous for an area to constitute a district. All sites, buildings, and structures within a local historic district, whether individually contributing or not are subject to the regulations of the district.

**LOCAL HISTORIC LANDMARK** shall mean any site, building, structure, or landscape of historic significance that receives designation by the City pursuant to this LDC.

**LOT** shall mean a divided tract or parcel of land having frontage on a public right-of-way or on an approved civic space or open space having direct thoroughfare access and that is or may be offered for sale, conveyance, transfer or improvement that is designated as a distinct and separate tract, and that is identified by a tract, or lot number or symbol in a duly approved plat that has been properly filed of record.

(1) Lot, Corner shall mean a building lot situated at the intersection of two streets, the interior angle of such intersection not to exceed one hundred thirty-five (135) degrees.

(2) Lot, Double Frontage shall mean a building lot not a corner lot, both the front and rear lot lines which adjoin street lines. On a double frontage lot, both street lines shall be deemed front lot lines unless contrary to any restrictive covenant applicable to said property.

(3) Lot, Interior shall mean a building lot other than a corner lot.

(4) Lot, Reverse Corner shall mean a corner lot, the rear lot line of which abuts the side lot line of the lot to its rear.

**LOT AREA OR LOT SIZE** shall mean the amount of horizontal land area within lot lines. No building permit or development approval shall be issued for a lot that does not meet the minimum lot size requirements of this LDC.

**LOT AREA PER DWELLING UNIT** shall mean the lot area required for each dwelling unit located on a building lot.

**LOT COVERAGE** shall mean the percentage of the area of a lot covered by building, parking, or other impervious footprints.

**LOT LINE** shall mean the boundary that legally and geometrically demarcates a lot.

(1) Lot Line, Front shall mean the boundary of a building lot which is the line of an existing or dedicated street. Upon corner lots, either street line may be selected as the front lot line provided a front and rear IBC setback are provided adjacent and opposite, respectively to the front line, and provided further that same front line does not violate any restrictive covenant applicable to said property.

(2) Lot Line, Rear shall mean the boundary of a building lot which is most distant from and is, or is most nearly, parallel to the front lot line.

(3) Lot Line, Side shall mean any boundary of a building lot which is not a front lot line or a rear lot line.

**LOT OF RECORD** shall mean a lot that is part of a plat that has been recorded in the office of the County Clerk of Williamson County.

**LOW-INCOME HOMEOWNER** shall mean any homeowner that meets the U.S. Department of Housing and Urban Development (HUD) qualifications for low income.

**LOT WIDTH** shall mean the length of the principal frontage line of a lot.

**LOW PROFILE SIGN** shall mean a sign with a permanent foundation that is not attached to a building, but is a stand-alone sign which does not exceed 60 square feet in area and four feet in height.

**LUMEN** shall mean the unit of measurement used to quantify the amount of light produced by a bulb or emitted from a fixture (as distinct from "watt," a measure of power consumption). The initial lumen rating associated with a given lamp is generally indicated on its packaging or may be obtained from the manufacturer. (Abbreviated lm)

**LUMENS PER ACRE** shall mean the total number of lumens produced by all lamps utilized in outdoor lighting on a property divided by the number of acres, or part of an acre, with outdoor illumination on the property.

**LUMINOUS ELEMENTS (OF A LIGHT FIXTURE)** shall mean the lamp (light bulb), any diffusing elements, and surfaces intended to reflect or refract light emitted from the lamp individually or collectively comprise the luminous elements of a light fixture (luminaire).

**MAILBOX** type structure shall mean a small frame structure that resembles a mailbox support to which a swinging sign is attached and is located on the applicant's property.

**MAIN CIVIC SPACE** shall mean the primary outdoor gathering place for a community. The main civic space is often, but not always, associated with an important civic building.

**MAINTENANCE AGREEMENT** shall mean an agreement between the City of Taylor, Texas and a Developer that will insure that installed appurtenances will be maintained in accordance with best management practices.

**MANUFACTURED HOME** shall mean a structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed for use with a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

**MASTER SIGN PLAN** shall mean a comprehensive document containing specific ttandards for an entire project or property's signs.

**MARQUEE** shall mean a structural feature of a building that provides shelter and sign space.

**MESSAGE BOARD** shall mean a sign with changeable text. Non-electronic Message Boards typically consist of letters attached to a surface within a transparent display case. Electronic Message Boards typically have a fixed or changing message composed of a series of lights.

**MINOR ALTERATIONS** shall mean the installation or alteration to awnings, fences, gutters, downspouts, and incandescent lighting fixtures; restoration of original architectural features that constitute a change from the existing condition; alterations to signs; and additions and changes not visible from any street to the rear of

the main structure or to an accessory structure.

**MINOR PLAT** shall mean a plat as defined in 212.014 or 212.015 of the Local Government Code and the procedure for such plats shall be the same as standard procedure as defined herein.

**MOBILE FOOD VENDORS** shall mean any Business that operates or sells food for human consumption, hot or cold, from a Mobile Food Vending Unit.

**MOBILE HOME** shall mean a factory-assembled structure approved by the municipality with the necessary service connections made so as to be movable on site and designed to be used as a permanent dwelling.

**MODULAR HOME** shall mean a structure or building module as defined under the jurisdiction and control of the Texas Department of Labor and Standards, that is transportable in one or more sections on a temporary chassis or other conveyance device, and that is designed to be installed and used by a consumer as a fixed residence on a permanent foundation system. The term includes the plumbing, heating, air conditioning and electrical systems contained in the structure. The term does not include mobile homes or HUD-Code manufactured homes as defined in the Texas Manufactured Housing Standards Act (Article 5221f, V.A.C.S.). Modular homes must meet all applicable local codes and zoning regulations that pertain to construction of traditional site constructed ("stick built") homes.

**MONUMENT SIGN** shall mean a ground Sign generally having a low profile with little or no open space between the ground and the sign and having a structure constructed of masonry, wood, or materials similar in appearance.

**MURAL** shall mean artwork applied to the wall of a building that covers all or substantially all of the wall and depicts a scene or event of natural, social, cultural, or historic significance. Excludes any commercial message.

**NAMEPLATE** shall mean a sign consisting of either a panel or individual letters applied to a building, listing the names of businesses or building tenants.

**NATIONAL HISTORIC LANDMARK** shall mean a district, site, building, structure, and/or object that has been formally designated as a National Historic Landmark by the U.S. Secretary of the Interior and possesses exceptional value or quality in illustrating or interpreting the heritage of the United States in history, architecture, archeology, engineering, and culture and that possesses a high degree of integrity of location, design, setting, materials, workmanship, feeling, and association. National Historic Landmarks are automatically listed in the National Register.

**NATIONAL REGISTER OF HISTORIC PLACES** shall mean a federal list of cultural resources worthy of preservation, authorized under the National Historic Preservation Act of 1966 as part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect the nation's historic and archaeological resources. The National Register Program is administered by the local historic preservation commission, by the state historic preservation office, and by the National Park Service under the Department of the Interior. Significant federal benefits may accrue to owners of properties listed or determined eligible for listing in the National Register.

**NEIGHBORHOOD PLAN** shall mean a neighborhood design plan created through a series of maps defining the physical form, Place Type allocation, block types, and extent of a settlement as required the LDC. The three Development Patterns addressed in this LDC are CLD, TND, and VCD and allow for the creation of a variety of Neighborhood Plan patterns.

**NEIGHBORHOOD STREET** shall mean a street that continues through several residential districts and is intended as a connecting street between residential districts and arterial streets or thoroughfares or business

districts. Such secondary or neighborhood streets are indicated in the Transportation Master Plan and will also be indicated in the Thoroughfare Plan when adopted, which will be placed on file with the City Engineer.

**NEON** signage shall mean electric signs illuminated by small gas-charged glass tubes containing neon or some other form of rarified gas.

**NONCONFORMING SIGN** shall mean a sign lawfully in existence on the date the provisions of this LDC are adopted that does not conform to the provisions of this LDC, but was in compliance with the applicable standards at the time they were constructed, erected, affixed, or maintained.

**NONCONTRIBUTING** shall mean a building, site, structure, or object that is located within a designated historic district, but does not add to the historic associations, historic architectural qualities, or archaeological values for which the district is significant because:

(1) It was not present during the period of significance;

(2) It does not relate to the documented significance of the property; and/or

(3) To alterations, disturbances, additions, or other changes, it no longer possesses historic integrity and/or is capable of yielding important information about the period.

**NON-COMMERCIAL SIGN** shall mean a work of art or message which is political, religious, or pertaining to a point of view, expression, opinion, or idea that contains no reference to the endorsement, advertising of, or promotion of patronage, of a business, commodity, service, entertainment, or attraction that is sold, offered or existing.

**NON-CONTRIBUTING STRUCTURE** shall mean a structure within a designated local Historic District that is not considered to be of historical significance or which does not possess significant physical features, historical associations, or historical architectural qualities.

**NONRESIDENTIAL** shall mean a property used for purposes other than to residential.

**OBJECT** shall mean a physical item associated with a specific setting or environment that is movable by nature or design, such as statuary in a designed landscape. The term "object" is used to distinguish it from buildings or structures as objects are constructions that are primarily artistic in nature or are relatively small in scale or simply constructed.

**OFF-PREMISES COMMERCIAL SIGN** shall mean a sign which directs attention to a business, commodity, service, entertainment, or attraction sold, offered, or existing elsewhere than upon the premises where such sign is displayed. This definition includes but is not limited to freestanding and billboard signs.

**ON-PREMISE COMMERCIAL SIGN** shall mean a sign which directs attention to a business, commodity, service, entertainment, or attraction sold, offered, or existing upon the premises where such sign is displayed. This definition does not include non-commercial signs.

**OFF-SITE IMPROVEMENTS** shall mean improvements made to a parcel of property in accordance with local policies that are not contained within the boundaries of the property.

**ON-SITE IMPROVEMENTS** shall mean improvements made to benefit a parcel or parcels of property in accordance with local policies that are within the boundaries of property being improved.

**OPEN SPACE** shall mean land intended to remain undeveloped; it may be for civic space, left natural, or integrate trials or other activities.

**ORDER OF DEMOLITION** shall mean a directive issued by the local historic preservation commission indicating approval of plans for demolition of a designated landmark or property within a designated district.

**ORDINARY MAINTENANCE** shall mean activities relating to a property that would be considered ordinary or common for maintaining the property, such as a) repair using the same material and design as the original and does not require structural modifications; b) repainting; c) reroofing, using the same type; or d) repair of sidewalks and driveways.

**OSSF** shall mean on-site sewage facility, commonly referred to as septic systems, whether of a traditional or "engineered" design.

**OUTDOOR DISPLAY CASE** shall mean a sign consisting of a lockable metal or wood framed cabinet with a transparent window or windows, mounted onto a building wall or freestanding support. It allows the contents, such as menus or maps, to be maintained and kept current.

**OVERLAY DISTRICT** shall mean zoning applied over one or more other districts, creating a second, mapped zone that is superimposed over the conventional zoning districts. Overlay district typically provide for a higher level of regulations in certain areas such as transit station areas, downtown areas, and historic districts, but may also be used to permit exceptions or less restrictive standards (fewer parking spaces in a downtown or transit station area, or more density in an economic development area).

**OWNER** shall mean the individual, corporation, partnership, or other legal entity in whom is vested the ownership, dominion, or title of property and who is responsible for payment of ad valorem taxes on that property; including a Lessor or Lessee if responsible for payment of ad valorem taxes.

**PARCEL** shall mean a contiguous tract of land owned by or controlled by the same person or entity.

**PARK** shall mean a civic space type that is a natural preserve available for unstructured recreation.

**PARK AND RECREATION, PUBLIC** shall mean an open recreation facility or park owned and operated by a public agency, such as the park department or school board and available to the general public.

**PARK OR PLAYGROUND (PRIVATE)** - Shall mean a structure or space on private land designated for recreation and play.

**PARK OR PLAYGROUND (PUBLIC**) - See "Public Recreation".

**PATH OR PATHWAY** shall mean a pedestrian way traversing a Park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the urban Sidewalk network.

**PEDESTRIAN** shall mean any person afoot. A person who uses an electric personal assistive mobility device or a manual or motorized wheelchair is considered a pedestrian unless the manual wheelchair qualifies as a bicycle. For the purposes of this paragraph, "motorized wheelchair" means a self-propelled wheelchair that is used by a person for mobility.

**PEDESTRIAN SHED** shall mean the area covered by a 5-minute walk from the center of a neighborhood (about 0.25 miles or 1,320 feet). The acreage of the pedestrian shed is determined by the development pattern.

**PERMANENT SIGN** shall mean a sign constructed of durable materials which is affixed or attached to real property by poles, stakes, or other members which are placed into the ground, or upon some other type of permanent foundation and are intended for long-term use. A permanent sign excludes a sign attached to a building or other permanent structural members with rope, string, wire, twine, or similar material.

**PID** shall mean a Public Improvement District as authorized by section 372 of the Texas Local Government Code.

**PLACE TYPES OR PLACE TYPE ZONES** shall mean geographic boundaries that use standards to establish the Building Types density, height, and other elements of the intended habitat. Each Place Type has associated standards relating to the private and public frontages.

**PLACE TYPE ZONING MAP** shall mean the official map or maps that are part of this LDC and delineate the boundaries of individual districts.

**PLANNING & ZONING COMMISSION** shall mean a board, appointed by the City Council, authorized to recommend changes in the zoning and other planning functions as delegated by the City Council. Also referred to as the "Commission."

**PLAT** shall mean a of a division of land creating building lots or tracts, showing all essential dimensions, and other information necessary to comply with the standards of the City of Taylor, approved by the City of Taylor, and recorded in the plat records of Williamson County. It shall include plan, plat or replat, both singular and plural.

**PLAZA** shall mean a civic space type designed for civic purposes and commercial activities in the more urban Place Types, generally paved and spatially defined by building frontages.

**POLE SIGN** shall mean a sign permanently affixed to the ground by poles that are enclosed by natural stone, stucco, brick, or wood and not mounted to a part of a Building.

**POLITICAL SIGN** shall mean any sign which promotes a candidate for any public office or which advocates a position on any social issue as its primary purpose. Political signs shall be considered in the category of non-commercial signs except where there are regulations pertaining to their removal after an election.

**PORTABLE SIGN** shall mean a sign which is not affixed or attached to real property by poles, stakes, or other members which are placed into the ground, or upon some other type of permanent foundation; trailer signs, any sign with wheels or skids, and any sign which is constructed so as to sit upon the surface of the ground, without subsurface attachment or extension.

**PRE-CONSTRUCTION** shall mean a formal meeting with the City Engineer before a Subdivision Improvement Plan or Subdivision Improvement Plan Agreement may be approved.

**PRE-DEVELOPMENT MEETING** shall mean a meeting with City Staff required before a formal application submission for any plat, replat, or plat vacation may be submitted to the City.

**PREMISES** shall mean land together with any buildings or structures situated thereon.

**PRESERVATION** shall mean the stabilization of a historic building, its materials and features in their present condition to prevent future deterioration. Preservation focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

**PRESERVATIONIST** shall mean someone with experience, education or training in the field of preservation.

**PRIMARY FRONTAGE** shall mean the private frontage designed to bear the address and principal entrance(s) of a building.

**PRIMARY SIGN** shall mean the most dominant sign on the building. This may be a single sign or a combination of signs providing that the total square footage of the primary sign or signs does not exceed the total allowable

square footage permitted for the building.

**PRINCIPAL BUILDING** shall mean the main building on a lot.

**PRINCIPAL BUILDING FACADE** shall mean the primary street side of the building facing the public realm.

**PRINCIPAL ENTRANCE** shall mean the main point(s) of access for pedestrians into a building or unit within a building.

**PRINCIPAL FRONTAGE** shall mean the private frontage designed to bear the address and principal entrance(s) of a building.

**PRIVATE FRONTAGE** shall mean the privately held first lot layer and the facade of the building.

**PRIVATE REALM** shall mean privately owned areas in large part developed with buildings and associated improvements. It is more limited in its accessibility to the public.

**PROJECT** shall have the same definition as "development".

**PROJECTING SIGN** shall mean a two-sided sign projecting from a building and placed perpendicular to the building's front facade or placed at the building's exterior corner.

**PUBLIC ENTITY** shall mean a federal, state, or local government entity and includes the City of Taylor, Williamson County, and Taylor Independent School District.

**PUBLIC FRONTAGE** shall mean the area between the curb of the vehicular lanes and the front property line.

**PUBLIC IMPROVEMENTS** shall mean any water, wastewater, paving, and drainage facility that will be maintained by the City.

**PUBLIC INFRASTRUCTURE** shall mean any portion of a street, drainage, water, and wastewater improvement system, including but not limited to any and all appurtenances related to such system, whether on or off-site, which is intended to serve more than one parcel of property, connects to existing public infrastructure, or intended to provide for the public health, safety, and welfare of the community.

**PUBLIC REALM** shall mean the streets, parks, squares, green spaces, and other interconnected outdoor places that require no key to access them and are available without charge for everyone to use.

**PUBLIC RECREATION** shall mean publicly owned and operated parks, recreation areas, playgrounds, swimming pools and open spaces that are available for use by the general public without membership or affiliation. This land use shall include special event type uses such as rodeos, concerts, festivals and other special events.

**REAL ESTATE, FINANCE, AND CONSTRUCTION SIGN** shall mean an attached or freestanding sign erected upon a lot or parcel of land for the purpose of advertising same for sale or lease, or advertising the furnishing of interim or permanent financing for a project, or for the furnishing of labor, materials or the practice of crafts on the job site.

**REARYARD BUILDING** shall mean a building that occupies the full frontage line, leaving the rear of the lot as the sole yard.

**RECONSTRUCTION** shall mean the act or process of reassembling, reproducing or replacing by new construction the form, detail and appearance of property and its setting as it appeared at a particular period of time by means of removal of later work or by the replacement of missing earlier work or by reuse of original

materials.

**RECORDED TEXAS HISTORICAL LANDMARK** shall mean a state designation for buildings important for their historical associations and which have retained a high degree of their original historic fabric. They must be at least 50 years of age and retain their original exterior appearance. State historical landmarks receive greater legal protection than National Register of Historic Places designations.

**RECREATIONAL VEHICLE** shall mean a portable home designed as a temporary dwelling for travel and recreational and vacation uses. Such homes shall not exceed eight feet in width and 46 feet in length and shall be classified as a recreational vehicle whether or not its wheels, rollers, skids or other rolling equipment have been removed, and whether or not any addition thereto has been built on the ground; and shall also include pick-up campers, converted buses, self-powered motor homes, tent trailers, tents and analogous temporary portable housing and accessory buildings.

**REHABILITATION** shall mean the act or process of returning a property to a state of utility through repair or alteration that makes possible an efficient contemporary use while preserving those portions or features of the property that are significant to its historical, architectural, and cultural values.

**RELOCATION** shall mean any change of the location of a structure in its present location to another location within the city limits.

**REMOVAL** shall mean permanently moving a structure or feature or tree from its current location.

**REPLAT** shall mean a plat as defined in Chapter 212.014 or 212.015 of the Local Government Code and the procedure for such plats shall be the same as standard procedure as defined herein.

**RESIDENTIAL** shall mean a structure designated and built for someone to live in.

**RESPONSIBLE PARTY** shall mean the owner/operator of the business being identified on the sign; the owner of the property where the sign or sign structure is located; the owner of the sign or sign structure; the person who installs a sign or sign structure, contracts with or directs a person to accomplish the installation; and/or the person who retrieves a sign from the impound.

**RESTORATION** shall mean the act or process of accurately recovering the form and details of a building, structure or object or lot, parcel or site and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacements of missing earlier work.

**RE-SUBDIVISION** shall mean the division of an existing subdivision, together with any change of lot size therein, or with relocation of any street lines.

**RIGHT OF WAY** shall mean the land located between the property line and the edge of the pavement of a public street or a utility easement in which a governmental entity has an interest.

**ROOF SIGN** shall mean an outdoor advertising display sign erected, constructed, or maintained on the roof of a building or which is wholly dependent upon a building for support, and which projects above the point of a building with a flat roof, six feet above the eave line of a building with a shed, gambrel, gable or hip roof, or the deck line of a building with a mansard roof.

**SCREENED** shall mean shielded, concealed, and effectively hidden from view by a person standing at ground level on an abutting site, or outside the area or feature so screened by a fence, wall, hedge, berm, or similar architectural or landscape feature.

**SECONDARY FRONTAGE** shall mean on corner lots, the private frontage that is not the principal frontage.

**SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES** shall mean a federal document providing standards and guidelines for the appropriate rehabilitation, preservation, restoration, and reconstruction of historic buildings.

**SETBACK** shall mean the area of a lot measured from the lot line to a building facade or elevation that is maintained clear of permanent structures, with the exception of encroachments listed in this LDC. The Build-to-Line replaces the front setback in the zoning and subdivision standards. See Build-to-Line.

**SHALL OR MAY** shall mean the word "shall" shall be deemed mandatory, the word "may" shall be deemed permissive.

**SHED AWNING** shall mean an awning with two short sides in addition to the main canopy.

**SHINGLE SIGN** shall mean a small blade sign usually mounted on the ground floor level, displaying a building's professional tenant directory.

**SIDEWALK** shall mean a type of walkway paved with concrete or pavers.

**SIDEWALK SIGN** shall mean a movable freestanding sign that is typically double-sided, placed at the entrance to a business to attract pedestrians. (Var: sandwich board, A-frame sign.)

**SIDEYARD** shall mean the placement of a building within the boundaries of its lot to create a private sideyard, with a setback to one side. Sideyard is a Building Type.

**SIGHT TRIANGLE** shall mean a triangular shaped area required on corner lots at the intersection of two streets including alleys that impact multi-modal traffic safety.

**SIGN** shall mean a structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other object that is designed, intended, or used that includes text or images designed to communicate. Signs located completely within an enclosed building and not exposed to view from outside the building or structure shall not be considered a sign. Each display surface of a sign or sign face shall be a sign.

**SIGN ADMINISTRATOR** shall mean the officer appointed by the City Council with the authority to enforce this LDC. The Sign Administrator or designee shall review sign standards and applications. In the absence of designation by the City Council, the City Administrator shall serve as the sign manager. The term also includes any person designated to act on behalf of the Sign Administrator.

**SIGN BAND** shall mean the horizontal signage area on a valance or marquee.

**SITE(S)** shall mean the location of a significant event, a prehistoric or historic occupation or activity, building or structure, whether standing, ruined, or vanished, where the location itself possesses historical, cultural, architectural, or archaeological value regardless of the value of any existing structure.

**SITE PLAN** shall mean the engineered or surveyed drawings depicting proposed development of land.

**SKETCH DRAWING** shall mean a preliminary design of a subdivision and/or development that illustrates the layout of rights-of-way, blocks, lots, easements, civic/open spaces, drainage, and land uses. A sketch drawing is preliminary in nature but provides enough detail to define the physical form of a subdivision and/or development to allow staff to provide relative feedback to an applicant. Review of a sketch drawing is not considered the filing of an original application or plan for development for purposes of Chapter 245 of the Texas Local Government Code.

**SOIL CELL** shall mean structures designed to be filled between the voids with soil and covered with pavement. Tree roots grow in the soil between the structural supports.

**SQUARE** shall mean a civic space designed for unstructured recreation and civic purposes, circumscribed by thoroughfares, spatially defined by building frontages, and consisting of paths and/or sidewalks, lawn and trees, formally lining the space.

**STANDARD PROCEDURE** shall mean the procedure to be followed for the approval of a subdivision when the land proposed to be subdivided.

**STANDARDS** shall mean the mandatory requirements or rules of this LDC.

**STATE ARCHAEOLOGICAL LANDMARK** shall mean a designation made by the Texas Historical Commission and, in the case of privately owned property, with the landowner's permission. Although called "archaeological" landmarks, this designation can include buildings as well as archaeological sites. For a building to be designated as a State Archaeological Landmark, it must first be listed on the National Register of Historic Places. Damage to a State Archaeological Landmark is subject to criminal, not civil, penalties.

**STATE HISTORIC PRESERVATION OFFICE (SHPO)** shall mean the State Office responsible for administering federal historic preservation programs as defined in the National Historic Preservation Act of 1966 as amended and subsequent legislation. The Executive Director of the Texas Historical Commission serves as SHPO for the State of Texas.

**STORY** shall mean a habitable level within a building, excluding an attic or raised basement.

**STREET** shall mean a local urban thoroughfare of low speed and low to moderate capacity.

**STREET WIDTH** shall mean the measurement from back-of-curb to back-of-curb.

**STREET LINE** shall mean the right-of-way line of a street.

**STREET NETWORK PLAN** shall mean the system of thoroughfares identifying the physical location of each thoroughfare and its Street Type.

**STREET TREES** shall mean any tree that is growing in the City right-of-way, whether in improved (between the sidewalk and the curb) or unimproved (no sidewalk and/or curb) right-of-way.

**STREET TYPE** shall mean a particular type of street and its characteristics, including right-of-way width, number and dimensions of elements, and the intended purpose of the street.

**STRUCTURE** shall mean anything constructed or erected, the use of that requires location on the ground, or that is attached to something having a location on the ground.

**SUBDIVIDER** shall mean the person, firm, partnership, association, corporation or other legal entity subdividing a piece of land to be sold or otherwise handled for their own personal gain or use.

**SUBDIVISION** shall mean the division of any lot, tract or parcel of land into 2 or more parts in order to lay out a subdivision of the tract, including an addition to the City, to lay out a neighborhood, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

**SUBDIVISION IMPROVEMENT PLAN** shall mean any project for the erection, construction, alteration, repair or improvement of any public structure, building, road, or other public improvement of any kind.

**SWALE** shall mean a low or slightly depressed area for drainage, usually vegetated.

**TERMINATED VISTA** shall mean a location at the axial conclusion of a Thoroughfare or Pedestrian way. A building located at a Terminated Vista, designated on a Neighborhood Plan, is required or recommended to be designed in response to the axis.

**TEXAS DEPARTMENT OF TRANSPORTATION AND/OR TXDOT** shall mean the state agency authorized by the State Legislature, or its successor agency, to regulate matters related to highway and road construction. (Note: When any TxDOT standard, "Item" regulation, definition, or other matter is referenced, utilized, or adopted herein, the City also specifically adopts by this note of reference, and shall automatically apply without further amendment to this LDC, the applicable successor TxDOT standard(s), "Item(s)", regulation(s), definition(s) or other matter(s), as amended by state law over time).

**THOROUGHFARE** shall mean a way for use by vehicular and pedestrian traffic and to provide access to lots and open spaces, consisting of vehicular lanes and the public frontage.

**UPLIGHTING** shall mean lighting that is directed in such a manner as to project light rays above the horizontal plane running through the lowest point on the fixture where light is emitted.

**USE** shall mean the purpose or activity for which the land, or building thereon, is designed, arranged, or intended, or for which it is occupied or maintained, and shall include any manner of such activity with respect to the standards of this LDC.

**UTILITY, MAJOR** shall mean public or quasi-public utility facilities less widely distributed than essential or limited utility facilities and of such a nature as to have an high degree of impact on adjoining properties. Typical uses include electrical generating plants, regional water and wastewater treatment plants, waste transfer stations, and sanitary landfills.

**UTILITY, MINOR** shall mean public or quasi-public utility facilities of such a nature as to have an intermediate impact on adjoining properties. Typical uses include electrical and natural gas substations, communication equipment exchanges, construction/demolition landfills, reservoirs and water tanks, and radio, television, and microwave transmission towers.

**UTILITY, PRIVATE** shall mean regulated enterprise, with or without a franchise, for providing needed service including but not limited to electric, natural gas, cable TV, and other communication systems, but not including cellular towers, that are not owned and operated by the city, county, state, federal government, or special utility district.

**VALANCE** shall mean the portion of an awning that hangs perpendicular to the sidewalk.

**VILLAGE CENTER DEVELOPMENT OR VCD** shall mean a development pattern structured by a pedestrian shed oriented toward a common destination such as a general store, meeting hall, schoolhouse, or church with dense P4 and P5 Place Types surrounded by Open Space. Vehicles are kept on the periphery and rear of the development.

**WALKABILITY** shall mean a measure of how easy it is to travel a place by walking. Walkable places are safe, comfortable, interesting, and have useful destinations.

**WALKWAY** shall mean the section of the public frontage dedicated exclusively to pedestrian activity.

**WARRANT** shall mean a ruling that would permit a practice that is not consistent with a specific provision of this LDC, but that is justified by its intent. Warrants are granted administratively by the Development Review Committee.

**WINDOW SIGN** shall mean a sign affixed to the interior or exterior of a window or placed within three (3) feet of a window for the purpose of being visible from the exterior of the window. Merchandise displays shall not be considered window signs.

**YARD SIGN** shall mean a permanent freestanding sign in the private frontage, including a supporting post or posts.

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☐ Streets/Infrastructure |
| ☒ Quality of Life |
| ☐ Economic Vitality |

**Agenda Item #:** 18

**Agenda Title:** **Consider City Council meeting dates in November and December**

**Council Action to be taken:** Determine meeting dates

**Department Submitted:** City Management

**Staff Contact:** Dianna McLean, City Clerk

## 1. PURPOSE/DESCRIPTION

This agenda item is to obtain guidance from the City Council on Council meeting dates in November and December due to scheduled holidays (Thanksgiving and Christmas).

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Historically, the Council has cancelled the 2nd meeting in November and December due to conflicts with the Thanksgiving and Christmas holidays. This year

- The second regularly scheduled council meeting of November falls on the 23rd, Thanksgiving Day.
- The second regularly scheduled council meeting of December falls on the 28th.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • N/A | • N/A |

## 4. RECOMMENDATION

Cancel or reschedule the November 23rd regularly scheduled meeting,
Cancel or reschedule the December 28th regularly scheduled meeting,

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

N/A

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

Reschedule the meetings to a different date within the respective month.

## 8. ATTACHMENTS

18a. November and December calendars

# NOVEMBER 2023

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14<br>P&Z Mtg | 15<br>P&R Mtg | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23<br>Thanksgiving | 24<br>Holiday | 25 |
| 26 | 27 | 28 | 29 | 30 | | |
| | | | | | | |

# DECEMBER 2023

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12<br>P&Z Mtg | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20<br>P&R Mtg | 21 | 22 | 23 |
| 24 | 25<br>Christmas | 26<br>Holidays | 27 | 28 | 29 | 30 |
| 31 | | | | | | |
| | | | | | | |

# *City Council Meeting*
# *October 12, 2023*
# *Transmittal Letter*

| STRATEGIC PILLAR |
|---|
| ☒ Streets/Infrastructure |
| ☒ Quality of Life |
| ☒ Economic Vitality |

**Agenda Item #:** 19

**Agenda Title:** **Consider Resolution R23-35, a request for the creation of a Public Improvement District on approximately 70 acres of land identified by Williamson Central Appraisal District parcels R019992 and R019338 located north of the intersection of US Hwy 79 and CR 401.**

**Council Action to be taken:** Receive presentation, consider approving resolution R23-35 accepting the PID petition and schedule a public hearing on the PID creation for November 9, 2023

**Department Submitted:** Development Services

**Staff Contact:** Tom Yantis, Assistant City Manager

## 1. PURPOSE/DESCRIPTION

This agenda item provides for a presentation by the developer of the property on the potential creation of a Public Improvement District to assist with the financing of major public infrastructure including the extension of CR 401 north of US Hwy 79.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Following the Samsung announcement, the City Council directed staff to amend the Envision Taylor Comprehensive Plan to create additional land area for industrial and major employment land uses.

The property that is the subject of the PID request is in an area that the City designated for additional employment land use. The property abuts the future extension of CR 401 on the north side of US Hwy. 79 and is immediately west of the Taylor airport. The applicant is proposing to build an industrial subdivision and construct three multi-tenant industrial buildings on the site.

The applicant is requesting the City consider the creation of a Public Improvement District to provide an additional funding mechanism to help with the cost of major infrastructure. The PID would be structured as a reimbursement mechanism for the developer through the sale of PID bonds after the site improvements and infrastructure have been constructed. The bonds are paid back through PID assessments on the properties within the development and the assessments are levied annually on the

properties and paid just like an additional tax. The benefit of the PID as an economic development tool is that the development pays for the cost of the infrastructure without the need for any abatements or rebates of the City's ad-valorem taxes.

Staff has engaged the City's financial advisor and bond counsel to review the proposed PID and they will provide their analysis during a presentation at the October 26th City Council meeting.

To assist the developer in moving the project forward and due to only having one City Council meeting in November and December, we have placed this item on the Council's agenda in order to start the process by setting the public hearing which requires public notice. Taking this action does not obligate the Council to create the PID.

## 3. PROS and CONS

| PROS | CONS |
|---|---|
| • Provides and update to Council on the land development code. | • N/A |

## 4. RECOMMENDATION

Receive the presentation, consider approval of Resolution R23-34 accepting the PID petition, and schedule a public hearing on creation of the PID for November 9, 2023

## 5. FUNDING SOURCE

N/A

## 6. TIMELINE

August 11, 2022 – Council approved ordinance 2022-27 amending the land use designation for the property to Regional Employment Center
October 13, 2022 – Council approved ordinance 2022-38 rezoning the property to M-1 – Light Industrial
October 12, 2023 – Council to consider ordinance 2023-44 amending the thoroughfare plan alignment for the CR 401 extension adjacent to the property
October 12, 2023 – Council to receive PID presentation and consider a resolution accepting the PID petition and setting a public hearing on the possible creation of the PID
October 26, 2023 – Council to receive presentation from the City's financial advisor and bond council regarding their review of the PID proposal
November 9, 2023 – Council may hold a public hearing on the creation of the PID

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

N/A

## 8. ATTACHMENTS

19a. Park79 Commerce Center PID Presentation
19b. Park79 Commerce Center Map Exhibits
19c. Quannah – Park79 – PID Analyses
19d. PID Petition
19e. Resolution R23-35 accepting the PID petition

# Park79 Commerce Center Public Improvement District

**Oct 12, 2023**

DPFG

DEVELOPMENT PLANNING & FINANCING GROUP

# About DPFG

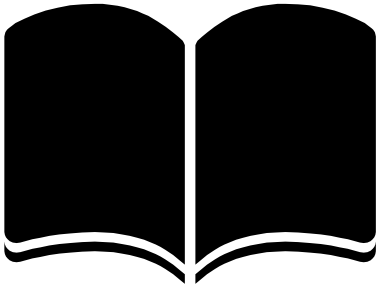
DPFG consultants have consistently provided both innovative and detailed analyses that have created value to the real estate industry. Our mission is to continue to lead the way in real estate consulting, and to do it better than anyone else. DPFG is fulfilling this vision by creating new financing solutions for those involved in real estate by expanding our service lines to adapt to an ever-changing industry. DPFG's leadership has over 300 years of combined real estate experience, and has brought a wealth of knowledge, experience and a proven track record of success. The management team is helping transform the real estate industry by providing unparalleled industry analysis and financing solutions that will lead us into the future.

**30+ Year Track Record**

- Established over 2,600 special taxing districts
- Facilitated over $16 billion in bond financing
- Facilitated over $870 million in Texas financing
- Specializing in PIDs, TIRZs, CFDs, and other financing mechanisms

**National Footprint**

- 60+ employees
- Texas
- California
- Florida
- North Carolina



# PID Basics



- Facilitates the funding of public improvements either through bond issuance or through cash flow streams.
- All costs responsibility of the PID or the Developer.
- No cost to residents outside of the PID.
- Finite term of time on the district and assessments.

# Benefits of a PID

**Jurisdiction**

- Non-recourse to the jurisdiction
- Administration costs are reimburseable
- PID process is at no cost to jurisdiction
- Retain 100% of sales and property tax revenue
- Create agreed upon development standards

**Owner**

- Cost certainty through fixed assessments
- Finite life of assessment obligations
- Prepay assessment at any time without penalty
- No impact on “my property” by actions of others
- Assessment runs with the land






# Eligible Improvements

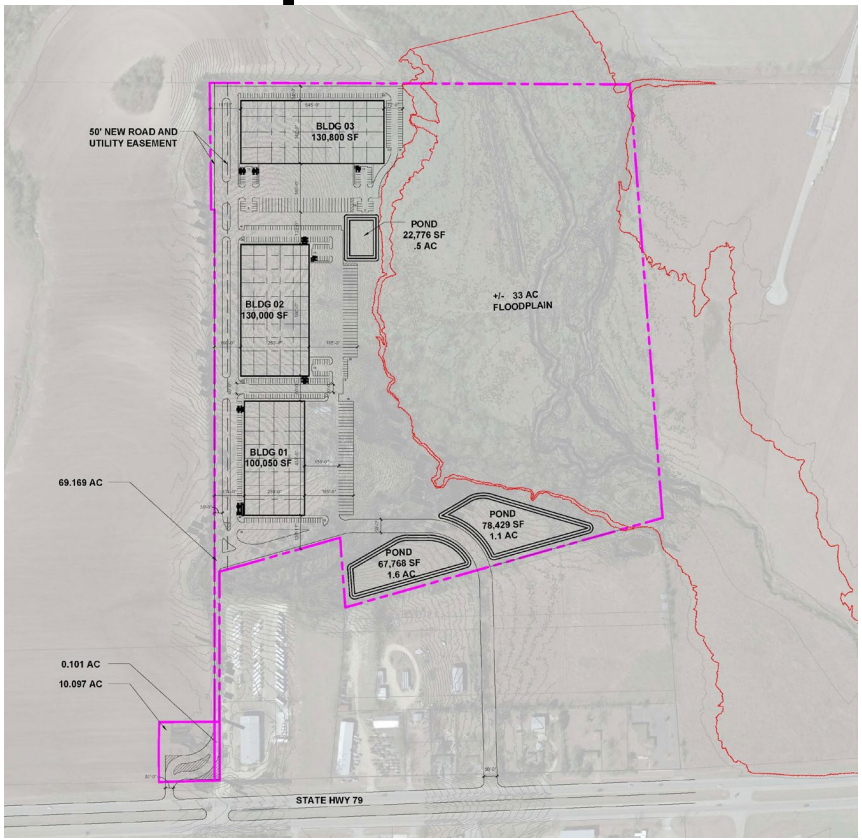
- Streets and sidewalks;
- Water, wastewater, and drainage;
- Services related to public safety and security services, health and sanitation;
- Acquisition of rights of way;
- Art installations;
- Creation of pedestrian malls;
- Construction of fountains;
- Landscaping and other aesthetics;
- Library Facilities;
- Mass Transit;
- Parking Facilities;
- Parks, recreation and cultural facilities;
- Acquisition, renovation and/or construction of affordable housing; and,
- Formation, administration and operation expenses.



# Park79 Commerce Center
# Project Overview

- Approx. 69 acres.
- North of the intersection of US 79 and CR 401.
- Near the Samsung Semiconductor Plant
- **357,250 sq.ft** of planned industrial space across 3 separate buildings.
- Proposed improvements to CR 401.
- Estimated Value of **$75,379,750** at buildout.

# Conceptual Land Plan



# Estimated PID Eligible Costs

| Authorized Improvements [a] | | TOTAL |
|---|---|---|
| Roads [b] | $ | 2,981,131 |
| Roads Land Costs | $ | 270,000 |
| District Formation | $ | 300,000 |
| Project Management Fee (4%) | $ | 119,245 |
| Contingency (5%) | $ | 149,057 |
| Soft Costs (5%) | $ | 149,057 |
| **Total Authorized Improvements** | **$** | **3,968,489** |

Footnotes:

[a] Costs per infrastructure budget dated 9/14/23.

[b] Cost includes roadway detention ponds.

# Projected Direct Economic Impact

- Assessed value at buildout - **$75,379,750** .
- Annual ad valorem revenues at buildout to City of Taylor - **$473,912** .
- Annual ad valorem revenues at buildout to all other taxing jurisdictions - **$1,127,340**.

# Key Terms of Proposed PID

| | |
|---|---|
| - Maximum Total Equivalent Tax Rate Including PID Annual Installment | **$2.68/$100 AV** |
| - Maximum PID Equivalent Tax Rate per $100/AV | **$0.56/$100 AV** |
| - PID Bond Term | **30 years** |
| - Total Estimated Projected PID Qualified Development Costs for the Project | **$3.97 million** |
| - Total Estimated PID Bond Gross Proceeds | **$4.35 million** |
| - Total Estimated PID Bond Net Proceeds | **$3.57 million** |

# Projected Ad Valorem Tax Revenues

| Tax Entity | Ad Valorem Tax Rate [a] | Estimated Annual Ad Valorem Revenues [b] |
|---|---|---|
| City of Taylor | $ 0.6287 | $ 473,912 |
| Williamson County | $ 0.3418 | $ 257,640 |
| Williamson Co FM/RD | $ 0.0375 | $ 28,261 |
| Taylor ISD | $ 1.1000 | $ 829,177 |
| Lower Brushy Creek WC&ID | $ 0.0163 | $ 12,261 |
| **Subtotal** | **$ 2.1242** | **$ 1,601,252** |
| Taylor Industrial PID | $ 0.5600 | |
| **Total Equivalent Tax Rate** | **$ 2.6842** | |

Footnotes:

[a] Tax Rates shown are for Tax Year 2023 proposed jurisdiction rates.

[b] Assumes an Estimated Buildout Value of $75,379,750.

# Assessment & Avg. Annual Installment

| Lot Type [a] | Building SF [a] | Total Assessment | Average Annual Installment | Assessment Per SF | Annual Installment Per SF | PID Equivalent Tax Rate |
|---|---|---|---|---|---|---|
| **Improvement Area** | | | | | | |
| Building 1 | 100,050 | $ 1,220,764 | $ 118,211 | $ 12 | $ 1.18 | $ 0.56 |
| Building 2 | 130,000 | $ 1,586,200 | $ 153,598 | $ 12 | $ 1.18 | $ 0.56 |
| Building 3 | 127,200 | $ 1,552,036 | $ 150,290 | $ 12 | $ 1.18 | $ 0.56 |
| **Total** | **357,250** | **$ 4,359,000** | **$ 422,099** | | | **$ 0.56** |

# Bond Summary

| Assessment Summary | | | |
|---|---|---|---|
| Assessment Levy Date [a] | | | 7/1/2024 |
| Gross Bond Amount | **[1]** | $ | 4,359,000 |
| *Bond Issuance Costs* | | | |
| Reserve Fund | | $ | 351,780 |
| Administrative Expenses | | $ | 40,000 |
| Capitalized Interest | | $ | - |
| Underwriter's Discount (3.00%) | | $ | 130,770 |
| Cost of Issuance (6.00%) | | $ | 261,540 |
| | **[2]** | $ | 784,090 |
| **Net Bond Proceeds** | **[3] = [1] - [2]** | **$** | **3,574,910** |
| Total Improved Land Value | **[4]** | $ | 16,800,000 |
| Less: Appraisal Discount (10%) | | $ | (1,680,000) |
| Estimated Bond Sale Valuation | | $ | 15,120,000 |
| Total Assessment | **[1]** | $ | 4,359,000 |
| **Value to Lien - Improved Land** | **[5] = [4] ÷ [1]** | | **3.47** |

# Questions?

DPFG
DEVELOPMENT PLANNING & FINANCING GROUP




Rick Rosenberg
Managing Principal, DPFG



8140 N MoPac Expwy, Building 4, Suite 270
Austin, TX 78759



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512.567.8598



# Park79 Commerce Center

14501 HWY 79 | Taylor, TX 76574


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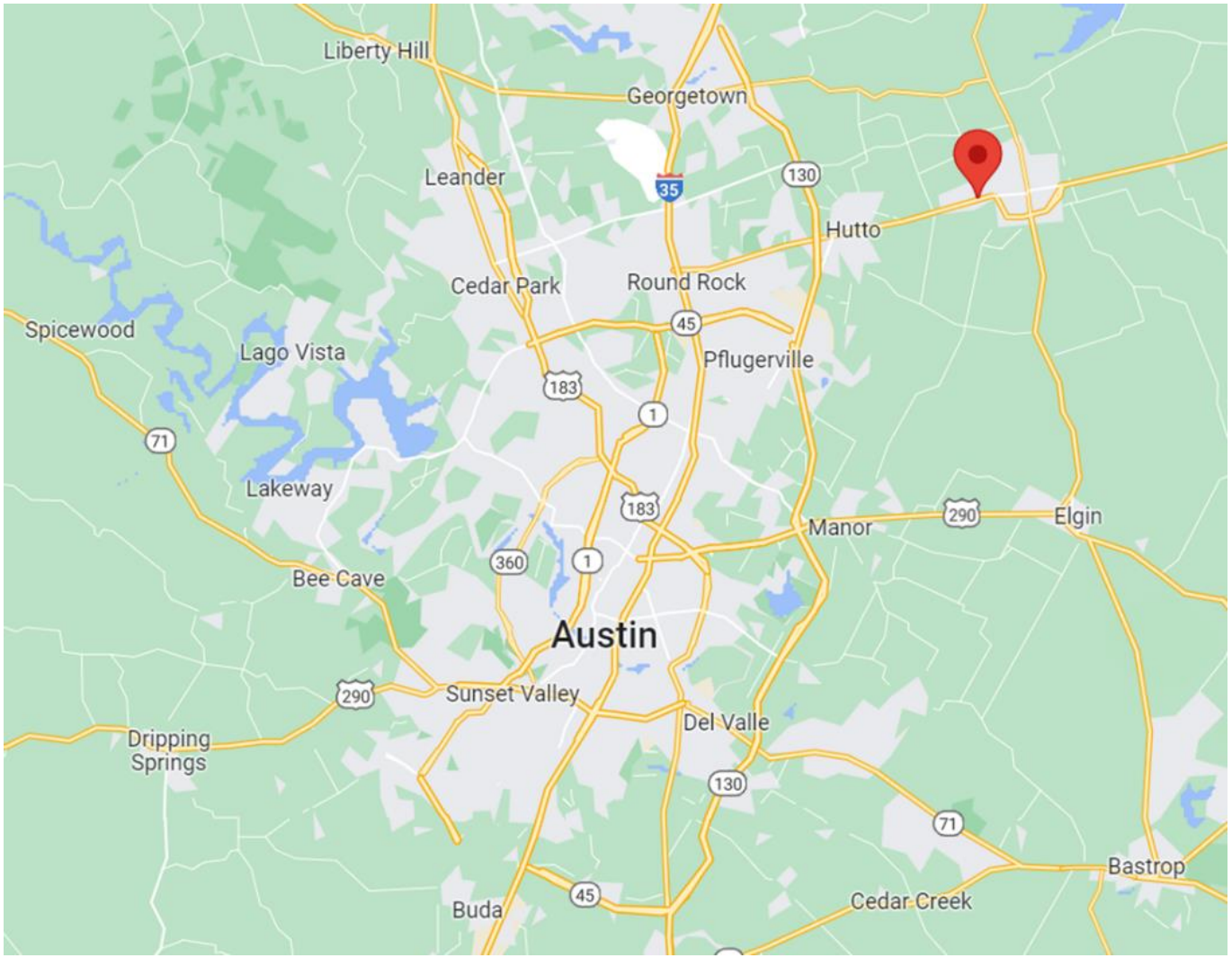
# I. Property Aerials, Site Plan, and Regional Infrastructure Improvements

## Property Aerial (Austin MSA)



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# Property Aerial (1-3-5 Mile Radius)






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# Subject Site Aerial






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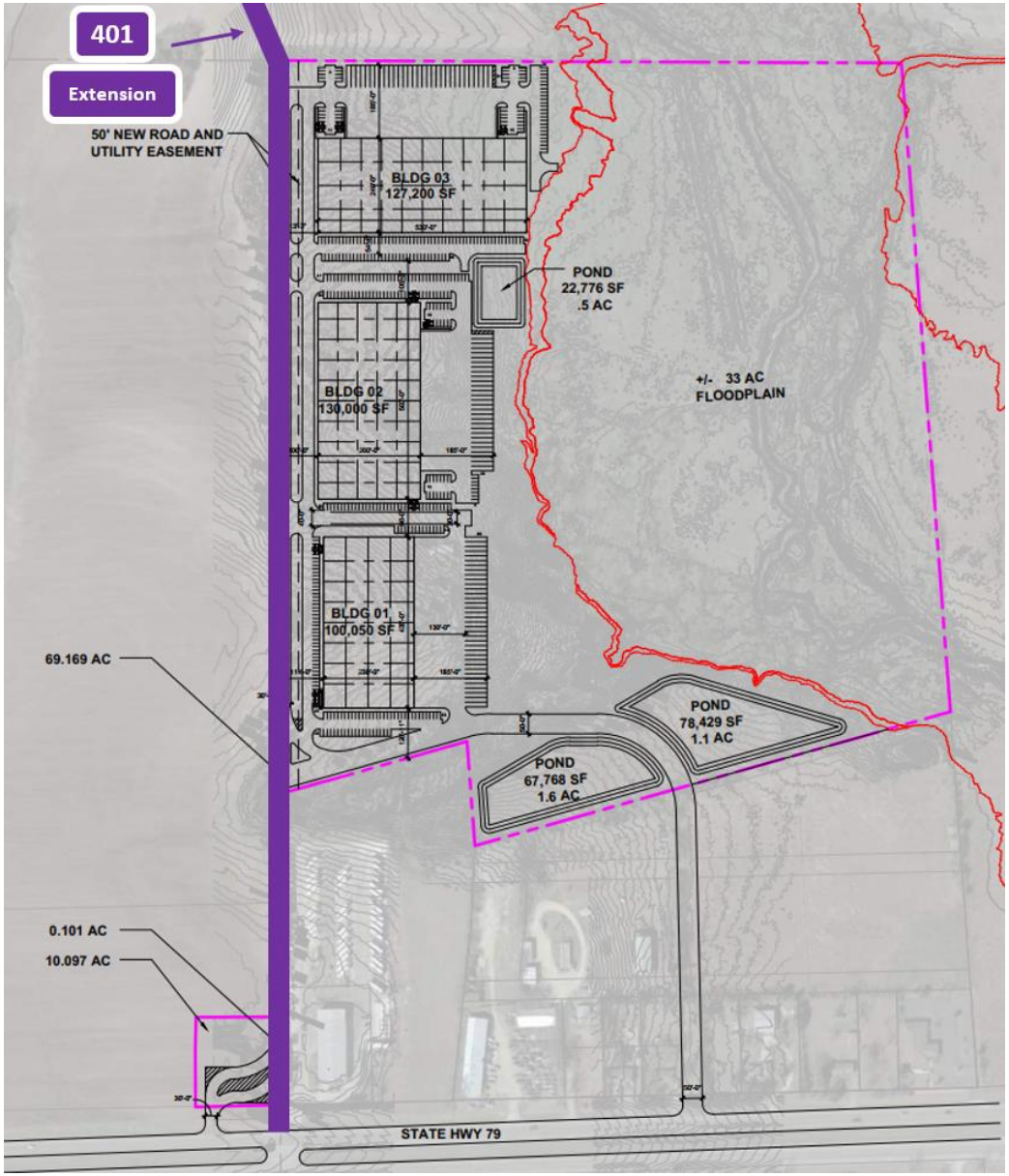
# Proposed Site Plan



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# Southeast Loop Construction (Completion Estimated for Summer 2025)






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# County Road 401 Improvement (Completion End of Summer 2023)






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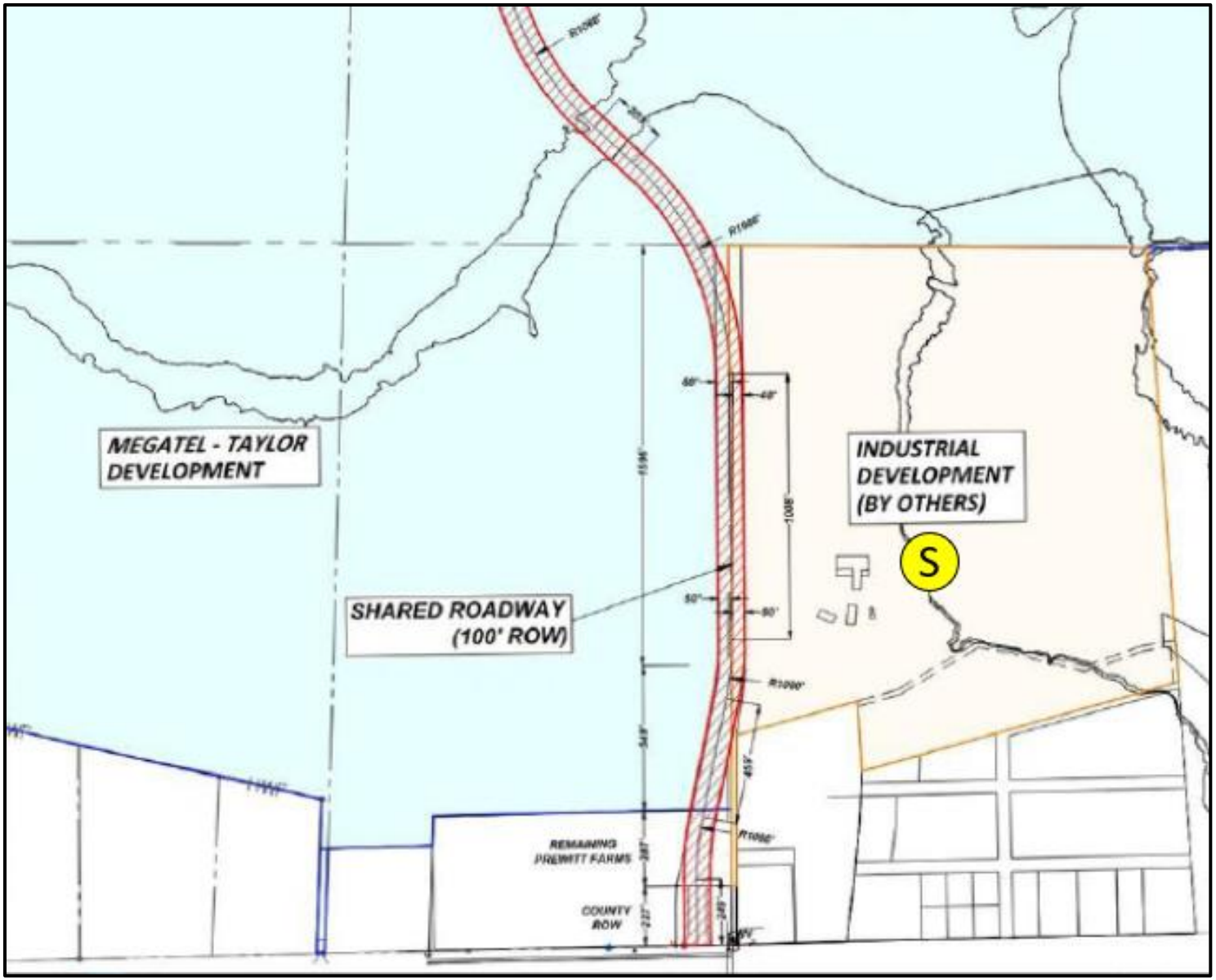
# New Roadways: County Road 401



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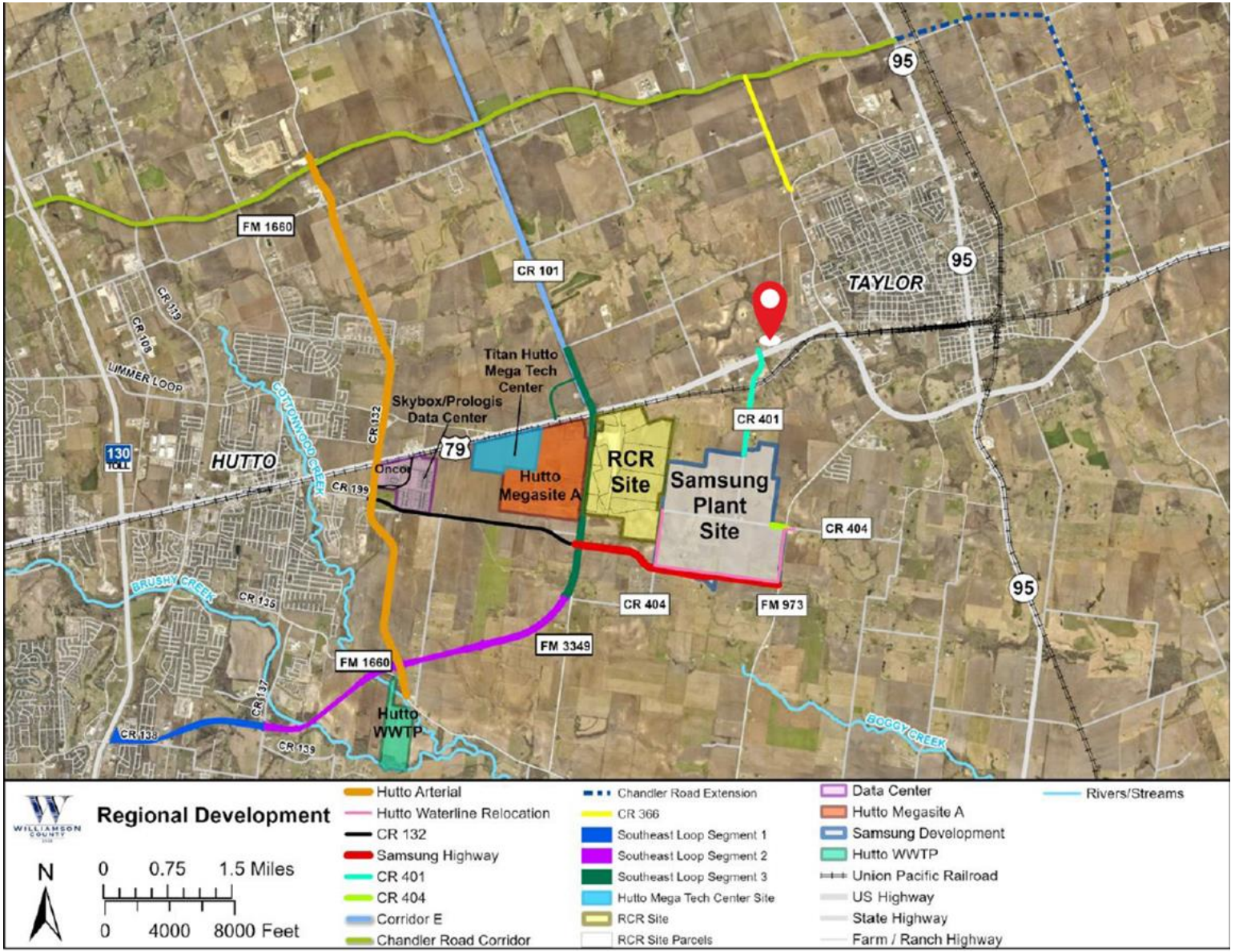
# Surrounding Proposed Site Plans:



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DRAFT

**Taylor 79 LLC**

**Park79 Commerce Center Public Improvement District - $.56 PID**

**Table of Contents**

**September 29, 2023**


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| D | Value to Lien Analysis | 5 |
| E | Sources and Uses | 6 |
| F | Ad Valorem Tax Revenues | 7 |
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| H | Assumptions | 9 |

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**Exhibit A**
**Taylor 79 LLC**
**Park79 Commerce Center Public Improvement District - $.56 PID**
**Summary**
**September 29, 2023**

| Values | | |
|---|---|---|
| Estimated Bond Sale Valuation | $ | 15,120,000 |
| Value to Lien | | 3.47 |
| Total Assessed Value | $ | 75,379,750 |
| Value to Lien - Assessed Value | | 17.29 |

| Assessments | | |
|---|---|---|
| Assessment Levy Date | | 7/1/2024 |
| Bond Issuance Date | | 7/1/2025 |
| Bond Term (Years) | | 30 |
| Interest Rate | | 7.00% |
| | | |
| **Gross Bond Proceeds** | **$** | **4,359,000** |
| Reserve Fund | $ | (351,780) |
| Administrative Expenses | $ | (40,000) |
| Capitalized Interest | $ | - |
| Underwriter's Discount (3.00%) | $ | (130,770) |
| Cost of Issuance (6.00%) | $ | (261,540) |
| **Net Bond Proceeds** | **$** | **3,574,910** |
| | | |
| Building 1 Assessment/SF | $ | 12 |
| Building 2 Assessment/SF | $ | 12 |
| Building 3 Assessment/SF | $ | 12 |

| Costs | | |
|---|---|---|
| Authorized Improvements | $ | 3,968,489 |
| Bond Issuance Costs | $ | 784,090 |
| Less: Assessment Proceeds | $ | (4,359,000) |
| **Owner Contribution** | **$** | **393,579** |

| Average Annual Installments | | |
|---|---|---|
| First Annual Installment Due | | 1/31/2026 |
| Total Average Annual Installment | $ | 422,099 |
| Building 1 Annual Installment/SF | $ | 1.18 |
| Building 2 Annual Installment/SF | $ | 1.18 |
| Building 3 Annual Installment/SF | $ | 1.18 |

| Equivalent Tax Rates | | |
|---|---|---|
| PID Equivalent Tax Rate / $100 AV | $ | 0.5600 |
| Total Tax Rate with PID / $100 AV | $ | 2.6842 |

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**Exhibit B**
**Taylor 79 LLC**
**Park79 Commerce Center Public Improvement District - $.56 PID**
**AV and Assessment Spread**
**September 29, 2023**

| Lot Type [a] | Building SF [a] | Improved Land Value per SF [c] | Total Improved Land Value | Assessed Value per SF [b] | Total Assessed Value | Total Assessment | Average Annual Installment | Assessment Per SF | Annual Installment Per SF | PID Equivalent Tax Rate |
|---|---|---|---|---|---|---|---|---|---|---|
| **Improvement Area** | | | | | | | | | | |
| Building 1 | 100,050 | $ 11 | $ 4,704,941 | $ 211 | $ 21,110,550 | $ 1,220,764 | $ 118,211 | $ 12 | $ 1.18 | $ 0.56 |
| Building 2 | 130,000 | $ 11 | $ 6,113,366 | $ 211 | $ 27,430,000 | $ 1,586,200 | $ 153,598 | $ 12 | $ 1.18 | $ 0.56 |
| Building 3 | 127,200 | $ 11 | $ 5,981,693 | $ 211 | $ 26,839,200 | $ 1,552,036 | $ 150,290 | $ 12 | $ 1.18 | $ 0.56 |
| **Total** | **357,250** | | **$ 16,800,000** | | **$ 75,379,750** | **$ 4,359,000** | **$ 422,099** | | | **$ 0.56** |

Footnotes:

[a] Per Taylor Absorption Schedule, provided by client on 8/4/23. Based on CAD acreage data excluding 33 acres of floodplain.

[b] Per conversation with client on 8/22/23.

[c] Assumes land value per client allocated by acreage across each building.

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**Exhibit C**
**Taylor 79 LLC**
**Park79 Commerce Center Public Improvement District - $.56 PID**
**Authorized Improvements**
**September 29, 2023**

| Authorized Improvements [a] | | TOTAL |
|---|---|---|
| Roads [b] | $ | 2,981,131 |
| Roads Land Costs | $ | 270,000 |
| District Formation | $ | 300,000 |
| Project Management Fee (4%) | $ | 119,245 |
| Contingency (5%) | $ | 149,057 |
| Soft Costs (5%) | $ | 149,057 |
| **Total Authorized Improvements** | **$** | **3,968,489** |

Footnotes:

[a] Costs per infrastructure budget dated 9/14/23.

[b] Cost includes roadway detention ponds.

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**Exhibit D**
**Taylor 79 LLC**
**Park79 Commerce Center Public Improvement District - $.56 PID**
**Value to Lien Analysis**
**September 29, 2023**

| Assessment Summary | | | |
|---|---|---|---|
| Assessment Levy Date [a] | | | 7/1/2024 |
| Gross Bond Amount | **[1]** | $ | 4,359,000 |
| *Bond Issuance Costs* | | | |
| Reserve Fund | | $ | 351,780 |
| Administrative Expenses | | $ | 40,000 |
| Capitalized Interest | | $ | - |
| Underwriter's Discount (3.00%) | | $ | 130,770 |
| Cost of Issuance (6.00%) | | $ | 261,540 |
| | **[2]** | $ | 784,090 |
| **Net Bond Proceeds** | **[3] = [1] - [2]** | **$** | **3,574,910** |
| Total Improved Land Value | **[4]** | $ | 16,800,000 |
| Less: Appraisal Discount (10%) | | $ | (1,680,000) |
| Estimated Bond Sale Valuation | | $ | 15,120,000 |
| Total Assessment | **[1]** | $ | 4,359,000 |
| **Value to Lien - Improved Land** | **[5] = [4] ÷ [1]** | | **3.47** |

Footnotes:

[a] For illustration purposes. Actual assessment levy date subject to change.

DRAFT

**Exhibit E**

**Taylor 79 LLC**

**Park79 Commerce Center Public Improvement District - $.56 PID**

**Sources and Uses**

**September 29, 2023**

| Sources of Funds | | |
|---|---|---|
| Total Assessment | $ | 4,359,000 |
| Owner Contribution [a] | $ | 393,579 |
| **Total Sources** | **$** | **4,752,579** |

| Uses of Funds | | |
|---|---|---|
| Authorized Improvements | $ | 3,968,489 |
| | | |
| *Bond Issuance Costs* | | |
| Reserve Fund | $ | 351,780 |
| Administrative Expenses | $ | 40,000 |
| Capitalized Interest | $ | - |
| Underwriter's Discount (3.00%) | $ | 130,770 |
| Cost of Issuance (6.00%) | $ | 261,540 |
| | $ | 784,090 |
| | | |
| **Total Uses** | **$** | **4,752,579** |

Footnotes:

[a] Owner will fund all costs not covered by Assessments.

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**Exhibit F**
**Taylor 79 LLC**
**Park79 Commerce Center Public Improvement District - $.56 PID**
**Ad Valorem Tax Revenues**
**September 29, 2023**

| Tax Entity | Ad Valorem Tax Rate [a] | Estimated Annual Ad Valorem Revenues [b] |
|---|---|---|
| City of Taylor | $ 0.6287 | $ 473,912 |
| Williamson County | $ 0.3418 | $ 257,640 |
| Williamson Co FM/RD | $ 0.0375 | $ 28,261 |
| Taylor ISD | $ 1.1000 | $ 829,177 |
| Lower Brushy Creek WC&ID | $ 0.0163 | $ 12,261 |
| **Subtotal** | **$ 2.1242** | **$ 1,601,252** |
| Taylor Industrial PID | $ 0.5600 | |
| **Total Equivalent Tax Rate** | **$ 2.6842** | |

Footnotes:

[a] Tax Rates shown are for Tax Year 2023 proposed jurisdiction rates.

[b] Assumes an Estimated Buildout Value of $75,379,750.

**Exhibit G**
**Taylor 79 LLC**
**Park79 Commerce Center Public Improvement District - $.56 PID**
**Bond Sizing**
**September 29, 2023**

| | | | |
|---|---|---|---|
| Sources: | | | |
| Gross Assessment Amount (7.00% Interest Rate) | $ 4,359,000 | | |
| Uses: | | | |
| Reserve Fund (Maximum Annual Debt Service) | 351,780 | | |
| Administrative Expenses | 40,000 | | |
| Capitalized Interest (0 months) | - | | |
| Underwriter Discount/Underwriter's Counsel Fee (3%) | 130,770 | PID Equivalent Tax Rate | $ 0.5600 |
| Cost of Issuance (6.00%) | 261,540 | Average Annual Installment | $ 422,099 |
| Net Assessment Proceeds | $ 3,574,910 | Minimum Debt Service Coverage | 1.00 |

**Assessment Levy Date:** **July 1** **2024**

| Annual Installment Due 1/31 | Principal | Interest Rate | Annual Interest Due | Principal + Interest | Administrative Expenses [a] | Additional Interest Reserve [b] | P & I + Admin + Reserves | Capitalized Interest [c] | Reserve Fund Releases | PID Annual Installment |
|---|---|---|---|---|---|---|---|---|---|---|
| 2025 | $ - | 7.00% | $ - | $ - | $ 40,800 | - | $ 40,800 | $ - | $ - | $ 40,800 |
| 2026 | 46,000 | 7.00% | 305,130 | 351,130 | 41,616 | 21,795 | 414,541 | - | - | 414,541 |
| 2027 | 49,000 | 7.00% | 301,910 | 350,910 | 42,448 | 21,565 | 414,923 | - | - | 414,923 |
| 2028 | 53,000 | 7.00% | 298,480 | 351,480 | 43,297 | 21,320 | 416,097 | - | - | 416,097 |
| 2029 | 57,000 | 7.00% | 294,770 | 351,770 | 44,163 | 21,055 | 416,988 | - | - | 416,988 |
| 2030 | 61,000 | 7.00% | 290,780 | 351,780 | 45,046 | 20,770 | 417,596 | - | - | 417,596 |
| 2031 | 65,000 | 7.00% | 286,510 | 351,510 | 45,947 | 20,465 | 417,922 | - | - | 417,922 |
| 2032 | 69,000 | 7.00% | 281,960 | 350,960 | 46,866 | 20,140 | 417,966 | - | - | 417,966 |
| 2033 | 74,000 | 7.00% | 277,130 | 351,130 | 47,804 | 19,795 | 418,729 | - | - | 418,729 |
| 2034 | 79,000 | 7.00% | 271,950 | 350,950 | 48,760 | 19,425 | 419,135 | - | - | 419,135 |
| 2035 | 85,000 | 7.00% | 266,420 | 351,420 | 49,735 | 19,030 | 420,185 | - | - | 420,185 |
| 2036 | 91,000 | 7.00% | 260,470 | 351,470 | 50,730 | 18,605 | 420,805 | - | - | 420,805 |
| 2037 | 97,000 | 7.00% | 254,100 | 351,100 | 51,744 | 18,150 | 420,994 | - | - | 420,994 |
| 2038 | 104,000 | 7.00% | 247,310 | 351,310 | 52,779 | 17,665 | 421,754 | - | - | 421,754 |
| 2039 | 111,000 | 7.00% | 240,030 | 351,030 | 53,835 | 17,145 | 422,010 | - | - | 422,010 |
| 2040 | 119,000 | 7.00% | 232,260 | 351,260 | 54,911 | 16,590 | 422,761 | - | - | 422,761 |
| 2041 | 127,000 | 7.00% | 223,930 | 350,930 | 56,010 | 15,995 | 422,935 | - | - | 422,935 |
| 2042 | 136,000 | 7.00% | 215,040 | 351,040 | 57,130 | 15,360 | 423,530 | - | - | 423,530 |
| 2043 | 146,000 | 7.00% | 205,520 | 351,520 | 58,272 | 14,680 | 424,472 | - | - | 424,472 |
| 2044 | 156,000 | 7.00% | 195,300 | 351,300 | 59,438 | 13,950 | 424,688 | - | - | 424,688 |
| 2045 | 167,000 | 7.00% | 184,380 | 351,380 | 60,627 | 13,170 | 425,177 | - | - | 425,177 |
| 2046 | 179,000 | 7.00% | 172,690 | 351,690 | 61,839 | 12,335 | 425,864 | - | - | 425,864 |
| 2047 | 191,000 | 7.00% | 160,160 | 351,160 | 63,076 | 11,440 | 425,676 | - | - | 425,676 |
| 2048 | 204,000 | 7.00% | 146,790 | 350,790 | 64,337 | 10,485 | 425,612 | - | - | 425,612 |
| 2049 | 219,000 | 7.00% | 132,510 | 351,510 | 65,624 | 9,465 | 426,599 | - | - | 426,599 |
| 2050 | 234,000 | 7.00% | 117,180 | 351,180 | 66,937 | 8,370 | 426,487 | - | - | 426,487 |
| 2051 | 250,000 | 7.00% | 100,800 | 350,800 | 68,275 | 7,200 | 426,275 | - | - | 426,275 |
| 2052 | 268,000 | 7.00% | 83,300 | 351,300 | 69,641 | 5,950 | 426,891 | - | - | 426,891 |
| 2053 | 287,000 | 7.00% | 64,540 | 351,540 | 71,034 | 4,610 | 427,184 | - | - | 427,184 |
| 2054 | 307,000 | 7.00% | 44,450 | 351,450 | 72,454 | 3,175 | 427,079 | - | - | 427,079 |
| 2055 | 328,000 | 7.00% | 22,960 | 350,960 | 73,904 | 1,640 | 426,504 | - | 426,504 | - |
| **Totals** | **$ 4,359,000** | **7.00%** | **$ 6,178,760** | **$ 10,537,760** | **$ 1,729,081** | **$ 441,340** | **$ 12,708,181** | **$ -** | **$ 426,504** | **$ 12,281,678** |

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.

DRAFT

**Exhibit H**
**Taylor 79 LLC**
**Park79 Commerce Center Public Improvement District - $.56 PID**
**Assumptions**
**September 29, 2023**

| Project Specifics | | Assumption | Source |
|---|---|---|---|
| Assessed Value per SF | $ | 211 | Client |
| Lot to Commercial Value % | | 10% | DPFG |
| Project Management Fee | | 4% | Client |
| Annual Inflation | | 2% | DPFG |
| Contingency | | 5% | Client |
| Soft Costs | | 5% | Client |

| PID | | Assumption | Source |
|---|---|---|---|
| Bond Term | | 30 | Market |
| Estimated Improved Land Value | $ | 16,800,000 | Client |
| Appraisal Discount | | 10% | DPFG |
| Assessment Levy Date | | 7/1/2024 | DPFG |
| Bond Issuance Date | | 7/1/2025 | DPFG |
| PID Bond Issuance Years Deferred | | 1 | DPFG |
| Interest Rate | | 7.00% | Market |
| Capitalized Interest (Months) | | - | DPFG |
| Costs of Issuance | | 6.00% | Market |
| Underwriter's Discount | | 3.00% | Underwriter |
| Reserve Fund Earnings | | 0.00% | Market |
| Debt Service Escalator | | 0.00% | Market |
| Additional Interest Reserve | | 0.50% | Market |
| Administrative Expenses Escalator | | 2.00% | Market |
| Administrative Expenses | $ | 40,000 | Market |

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO THE QUANNAH PARTNERS/TAYLOR INDUSTRIAL PARK DEVELOPMENT

THE STATE OF TEXAS §
§
CITY OF TAYLOR §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TAYLOR

The undersigned petitioner (the "*Petitioner*"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "*Act*"), requests that the City of Taylor, Texas (the "*City*") create a public improvement district (the "*District*) in the territory described in Exhibit A attached hereto (the "*Land*") within the City, and in support of this petition the Petitioner would present the following:

Section 1. Standing of Petitioner. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Williamson Central Appraisal District, the Petitioner constitutes: (i) the owner of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owner of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District.

Section 3. Estimated Cost of the Proposed Public Improvements. The estimated cost of the proposed public improvements is $10,000,000.00 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the District are described on Exhibit A attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on

the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory Board. An advisory board may be established by the City Council of the City (the "*City Council*") and recommend an improvement plan to the City Council.

The signer of this petition requests the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

**PETITIONER:**

**Taylor Texas Holding, Inc.,**
a Texas Corporation

By: _____
Name: David Cersonsky
Title: Owner / Manager

Date: 9-28-23

# EXHIBIT A
# PROPERTY DESCRIPTION

PAPE-DAWSON ENGINEERS

FIELD NOTES
FOR

A 69.169 ACRE TRACT OF LAND, BEING SITUATED IN THE HG JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 69.169 ACRE TRACT, CONVEYED TO TAYLOR TEXAS HOLDINGS, INC., RECORDED IN DOCUMENT NO. 2008053881 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 69.169 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

**BEGINNING** at an iron with cap marked "Williamson County" found on a point in the west boundary line of Lot 1 of Amended Plat of Amanda's Commercial Subdivision according to the subdivision recorded in Document No. 2007080629 of the Official Public Records of Williamson County, Texas, said point being the northeast corner of a called 0.101-acre tract conveyed to Williamson County, Texas, recorded in Document No. 2023003588 of the Official Public Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28-acre tract for the southernmost southeast corner and **POINT OF BEGINNING** hereof;

**THENCE S 68°04'19" W**, departing the west boundary line of said Lot 1, with the north boundary line of said 0.101-acre tract, same being a south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **19.56 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the southwest corner of the Remnant Portion of said 69.169-acre tract, said point being the northwest corner of said 0.101-acre tract, same being the northeast corner of a called 1.097-acre tract granted to Williamson County, recorded in Document No. 2022128234 of the Official Public Records of Williamson County, Texas, same being the southeast corner of a called 290.77-acre tract conveyed to Prewitt Farms, LTD., recorded in Document No. 2007076169 of the Official Public Records of Williamson County, Texas for the southernmost southwest corner hereof;

**THENCE N 21°38'47" W**, departing the north boundary line of said 0.101-acre tract and the north boundary line of said 1.097-acre tract, with the east boundary line of said 290.77-acre tract, in part with the east boundary line of a called 329.476-acre tract, conveyed to Megatel Austin-Taylor LLC, recorded in Document No. 2022072229 of said Official Public Records, same being the west boundary line of the Remnant portion of said 69.28-acre tract, a distance of 289.55 feet to an iron rod with cap marked "4Ward" for a total distance of **1947.68 feet** to an iron rod with cap marked "Holt" found on a northeast corner of said 329.476-acre tract, same being an interior ell corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

**THENCE**, continuing with the east boundary line of said 329.476-acre tract, same being the west boundary line of the Remnant Portion of said 69.28-acre tract, the following two (2) courses and distances:

1. **S 68°24'01" W**, a distance of **12.77 feet** to an iron rod found for an angle point hereof, and
2. **N 22°17'26" W**, a distance of **482.76 feet** to a 3" iron found on an interior ell corner of said 329.476-acre tract, same being the northwest corner of the Remnant Portion of said 69.28-acre tract for the northwest corner hereof,

**THENCE N 68°34'09" E**, with a south boundary line of said 329.476-acre tract, same being the north boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1600.89 feet** to an axle found on the northwest corner of a called 120.355-acre tract, conveyed to City of Taylor, recorded in Volume 325, Page 284 of the Deed Records of Williamson County, Texas, same being the northeast corner of the Remnant Portion of said 69.28-acre tract for the northeast corner hereof;

**THENCE S 25°57'11" E**, departing the south boundary line of said 329.476-acre tract, with the west boundary line of said 120.355-acre tract, same being the east boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1653.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the northeast corner of John O. Baker Subdivision, a subdivision according to the plat recorded in Cabinet A, Slide 289 of the Plat Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28-acre tract for the easternmost southeast corner hereof;

**THENCE S 52°36'47" W**, departing the west boundary line of a said 120.355-acre tract, with the north boundary line of said John O. Baker Subdivision, same being the south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1255.59 feet** to a ½" iron pipe found on the east boundary line of Lot 2 of said Amended Plat of Amanda's Commercial Subdivision, said point being the northwest corner of said John O. Baker Subdivision, same being a southwest corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

**THENCE N 25°51'30" W**, departing the north boundary of said John O. Baker Subdivision, with the east boundary line of said Lot 2, same being a west boundary line of the Remnant Portion of said 69.28-acre tract for a distance of **265.85 feet** to a ½" iron pipe found on the northeast corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

**THENCE S 52°39'41" W**, with the north boundary line of said Lot 2, same being a south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **477.98 feet** to a ¾" iron rod found on the northwest corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

**THENCE S 21°44'21" E**, with the west boundary line of said Lot 2, in part with the west boundary line of said Lot 1, same being an east boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **570.82 feet** to the **POINT OF BEGINNING** and containing 69.169 acres in Williamson County, Texas.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 26, 2023
Job No.: 51429-00
DOC. ID. H:\Survey\CIVIL\51429-00\Word\FN51429-00_69.169Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01






*Exhibit A – PID Petition*

**RESOLUTION NO. R23-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS ACCEPTING A PETITION FOR CREATION OF THE QUANNAH PARTNERS/TAYLOR INDUSTRIAL PARK PUBLIC IMPROVEMENT DISTRICT; SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE ON THE ADVISABILITY OF THE CREATION OF THE QUANNAH PARTNERS/TAYLOR INDUSTRIAL PARK PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF TAYLOR, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY CLERK OF TAYLOR, TEXAS REGARDING THE PUBLIC HEARING.**

**WHEREAS**, the City of Taylor, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district within its corporate limits and its extraterritorial jurisdiction and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

**WHEREAS**, on October 2, 2023, Taylor Texas Holding, a Texas Corporation (the "Petitioner"), submitted and filed with the City Clerk of the City of Taylor, Texas (the "City Clerk") pursuant to the Act a "Petition for the Creation of a Public Improvement District to Finance Improvements to the Quannah Partners/Taylor Industrial Park Development" (the "Petition"), attached hereto as Exhibit "A" and incorporated herein for all purposes, requesting the establishment of a public improvement district covering approximately 69.2 acres described in the Petition, to be known as the Quannah Partners/Taylor Industrial Park Public Improvement District (the "District"); and

**WHEREAS,** Petitioner represents that they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal in the Petition, within the corporate limits of the City. It is further asserted that Petitioner includes the intended successors in interest to certain owners of taxable real property within the area proposed for the District and who will be responsible for the assessments against the property within the District; and

**WHEREAS**, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

**WHEREAS**, Petitioner describes the general nature of the proposed public improvements as (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (collectively, the "Authorized Improvements"); and

**WHEREAS**, Petitioners estimate the cost of the proposed public improvements is $10,000,000.00 (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

**WHEREAS**, the Act further requires that prior to the adoption of the resolution determining the boundaries of the District, the City Council of Taylor, Texas (the "City Council") must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the method of assessment, and the apportionment, if any, of the costs between the District and the City; and

**WHEREAS**, in order to hold a public hearing for the creation of a public improvement district, notice must be: (i) published in a newspaper of general circulation in the City, and (ii) mailed to the address of each owner of property located in the proposed District, as reflected on the tax rolls, before the fifteenth (15th) day before the date of the hearing in accordance with the Act.

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

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** City staff reviewed the Petition attached hereto as Exhibit "A" and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Clerk and is available for public inspection.

**SECTION 3**. The City Council calls a public hearing to be scheduled at or after 6:00 p.m. on November 9, 2023 to be held at Taylor City Hall City Council Chambers, 400 Porter Street, Taylor, Texas 76574 pursuant to the form of the Notice (hereinafter defined) attached hereto as Exhibit "B", for the purpose of hearing public testimony on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. All residents and property owners within the District and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

**SECTION 4**. The Public Hearing may be adjourned from time to time. Upon the closing of the Public Hearing, the City Council may consider the adoption of a resolution creating the District or may defer the adoption of such a resolution for up to six (6) months. The creation of the District is within the sole discretion of the City Council.

**SECTION 5.** Attached hereto as Exhibit "B" is a form of the Notice of Public Hearing (the "Notice"), the form and substance of which is hereby adopted and approved; provided that the Notice may be updated as determined necessary by the City to comply with the Act.

**SECTION 6.** The City Council hereby authorizes and directs the City Clerk, on or before October 27, 2023, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of the property located in the proposed District as reflected on the tax rolls.

**SECTION 7.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 8.** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**PASSED AND ADOPTED** by the City Council of Taylor, Texas, at a regular meeting on the 12th day of October, 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

_____
Brandt Rydell, Mayor

**ATTEST**:

_____
Dianna McLean, City Clerk
City of Taylor, Texas

[CITY SEAL]

**EXHIBIT "A"**
**PETITION FOR CREATION OF DISTRICT**

**EXHIBIT "B"**

CITY OF TAYLOR, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF THE QUANNAH PARTNERS/TAYLOR INDUSTRIAL PARK PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Taylor, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Gregg Lane Dev, LLC, a Texas limited liability company (the "Owner"), requesting that the City create the Quannah Partners/Taylor Industrial Park Public Improvement District (the "District") to include property owned by the Owner and further described herein (the "Property").

Time and Place of the Hearing. The public hearing will be held at a regular meeting of the Taylor City Council beginning at or after 6:00 p.m. on November 9, 2023 at Taylor City Hall City Council Chambers, 400 Porter Street, Taylor, Texas 76574. A copy of the Quannah Partners/Taylor Industrial Park Public Improvement District petition is available for public review at the office of the City Clerk, located at 400 Porter Street, Taylor, Texas 76574.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, in phases, may include, without limitation, (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property within the District.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is not to exceed $10,000,000. The City will determine what amount or portion of the costs will be paid by assessment of the property owners within the District.

Proposed District Boundaries. The District is proposed to include approximately 69.2 acres described in the Petition located within the corporate limits of the City, as generally depicted or described on the map provided herein as Exhibit A, said map and metes and bounds description, also available at Taylor City Hall, Office of the City Clerk, located at 400 Porter Street, Taylor, Texas 76574. and available for public inspection during regular business hours.

Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) how the assessments are to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefitted. The assessment of the methodology will result in each parcel paying its fair share of the costs of the Public Improvements provided with the assessments based on the special benefits received by the property from the Public Improvements and property equally situated paying equal shares of the costs of the Public Improvements.

Apportionment of Cost between the District and the City. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed Authorized Improvements. No municipal property in the District shall be assessed. All the costs of the proposed Authorized Improvements will be paid from assessments levied on the Property within the District. The developer of the Property may also pay certain costs of the improvements from other sources of funds, if any, available to it as developer of the District.

**Exhibit A**
**Quannah Partners/Taylor Industrial Park PID Boundary Map**